



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

6:30 PM, Tuesday, November 28, 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

PRESENTATIONS

Commissioner Parks, Lake County Board of County Commissioners Dist. 2

PUBLIC COMMENT

REPORTS

BUDGET PUBLIC HEARING

- | | |
|---------------------------------------|---|
| Item No. 1 - Resolution No. 2023-049R | Consider adopting the Fiscal Year
2023-2024 Ad Valorem Millage Rate of
5.06 |
| Item No. 2 - Resolution No. 2023-050R | Consider adopting the Fiscal Year
2023-2024 Final Budget. |

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. 3 - Meeting Minutes | Consider approval of the November 14,
2023 Council meeting minutes. |
| Item No. 4 - Resolution No. 2023-040R
<i>Capitalization Policy</i> | Consider adoption of a stand alone
policy related to the capitalization of
assets in alignment with industry best
practices. |
| Item No. 5 - Resolution No 2023-048R
<i>Fiscal Year 2023 Budget Amendment #8</i> | Consider approval of budget
amendment #8 for the Fiscal Year
ending September 30, 2023. |
| Item No. 6 - Single/Sole Source Agreement
Approval
<i>Crime Mitigation Network</i> | Consider approval of single/sole source
service agreement with FUSUS for the
Clermont Police Department at an
initial budgeted cost of \$32,800. |

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Item No. 7 - Professional Consulting Services
Agreement

Consider extending the Levey Consulting Agreement in the budgeted amount of \$70,000 in Fiscal Year 2024.

Item No. 8 - Term Contract Award
Dumpster Collection and Disposal Services

Consider term contract award to Waste Pro of Florida, Inc. and Waste Connections of Florida, Inc. to provide citywide dumpster collection and disposal services.

Item No. 9 - Bid Award
Compact Utility Loader

Consider bid award to Main Street Mower, Inc. to purchase one compact utility loader in the budgeted amount of \$52,277.40.

Item No. 10 - Piggyback Purchase
Fire Department Vehicles

Consider approval to purchase from the Florida Sheriff's Association contract number FSA23-VEL31.0 with Garber Chevrolet and Garber Ford to purchase two (2) Chevrolet Express Passenger Vans for the total budgeted amount of \$95,482.20 and two (2) Ford Expeditions for the total budgeted amount of \$118,424.80.

Item No. 11 - Piggyback Contract
Purchase of Scoreboard and Displays

Consider approval to piggyback the Sourcewell term contract with Nevco Sports, LLC. to provide scoreboards, digital displays, and video boards.

Item No. 12 - Piggyback Purchase
Police Department Vehicles

Consider approval to purchase from the State of Florida contract number 25-10000-23-STC with Step-One Automotive to purchase 2 Jeep Grand Cherokees for the total budgeted amount of \$87,428 and 2 Ram 1500s for the total budgeted amount of \$80,900.

Item No. 13 - Bid Award
Public Safety Vehicle Equipment Installation

Consider awarding a term contract to Public Safety Supply, LLC. to provide installation services for public safety vehicle equipment.

Item No. 14 - Police Pension Board Appointment

Consider appointing Kelly Cartier to fill the unexpired vacancy on the Police Pension Board through December 31, 2023 and the next two (2) year term expiring on December 31, 2025.

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Item No. 15 - Lake-Sumter Metropolitan Planning
Organization Board Appointments

Consider appointing Michael Gonzalez as MPO Board Member; Chandra Myers as MPO Alternate Board Member; James Maiworm as MPO Technical Advisory Board Member; John Kruse as MPO Technical Advisory Alternate Board Member and the reappointment of Vincent Niemiec to the Community Advisory Committee.

UNFINISHED BUSINESS

Item No. 16 - Ordinance No. 2023-029 *Final*
Waterbrooke Phase 7 Annexation

Consider a request to annex 23.95 +/- acres located adjacent to Waterbrooke Phase 6, east of Ray Goodgame Parkway.

Item No. 17 - Ordinance No. 2023-030 *Final*
Waterbrooke Phase 7 SSCPA

Consider a small scale comprehensive plan amendment (SSCPA) for 23.95 +/- acres located adjacent to Waterbrooke Phase 6, east of Ray Goodgame Parkway, from Lake County Rural to City of Clermont Low Density Residential future land use.

Item No. 18 - Ordinance No. 2023-031 *Final*
Waterbrooke Phase 7 Rezoning

Consider a request to rezone 23.95 +/- acres from Urban Estate to PUD for incorporation into the Waterbrooke PUD located east of Ray Goodgame Parkway, adjacent to Phase 6.

Item 19 - Ordinance No. 2023-032 *Final*
LDC Amendment

Consider amending the Land Development Code for tree removal and replacement.

NEW BUSINESS

Item No. 20 - Resolution No. 2023-041R
Plaza Collina PUD Amendment

Consider amending the CUP to allow for shared internal driveways and internal landscape buffers to less than code requirements for the Plaza Collina PUD for parcels identified as Pods F and H.

Item No. 21 - Resolution No. 2023-042R
7th Street Commercial Conditional Use Permit

Consider the CUP to allow for a building floor area to exceed the maximum allowed for a commercial building located in the CBD.

**CITY OF CLERMONT
CITY COUNCIL MEETING
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6:30 PM, Tuesday, November 28, 2023

Item No. 22 - Variance Request
Rusty Truck Diner

Consider allowing an inoperable vehicle and giant chair to be used for signage and to eliminate the front yard landscape buffer for the property located at 1800 South US Hwy 27.

Item No. 23 - Variance Request
The Music Store

Consider allowing for the number of off-site signs and placement of signs to exceed the maximum allowed for the property located at 155 North US Hwy 27.

Item No. 24 - Ordinance No. 2023-026 *Intro*
Lumberyard District PUD

Consider an ordinance for a Planned Unit Development rezoning for the redevelopment of 12.3 +/- acres within the Central Business District for a mixed-use project located adjacent to Victory Pointe and the South Lake Trail.

Item No. 25 - Ordinance No. 2023-033 *Intro*
ROW Vacation Request

Consider a request for a partial right-of-way vacation of Carroll Street and Lake Drive in order to redevelop this area for a mixed-use project in the Downtown area, west of Victory Pointe and adjacent to the South Lake Trail.

Item No. 26 - Ordinance No. 2023-034 *Intro*
Planning & Zoning Quorum Ratification

Consider a code amendment from 2010 (Ordinance 2010-01-C) for the Planning and Zoning Board quorum.

ADJOURN

Public Notice

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

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

**CITY OF CLERMONT
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6:30 PM, Tuesday, November 28, 2023

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

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

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



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date	
Tuesday, November 28, 2023	
Agenda Item Name	
Resolution No. 2023-049R	
Requested Action	
Staff Report	

When city staff presents the budget to the city council, it is presented in a detailed line item format showing each line item in each department. The City Council then adopts the budget. Before the City Council Adopts the budget, the city is required to advertise two different notices in the paper.

The First ad is the Notice of Proposed Tax Increase. This ad (attached – ran Sept. 15) is to show what the year’s proposed tax levy will be.

The Second Ad is a Budget Summary of all the City’s Funds. This ad (attached – ran Sept 15) is again a SUMMAY with revenues and expenses summarized by combining them. It is not a detailed line item budget. These ads are formatted to meet State of Florida requirements.

The city received notice from the State that the Second Ad – The Budget Summary of all the City’s Funds had an error in the Ad which has resulted in a notice of violation. There was no issue with the First Ad – the notice of Proposed Tax Increase.

Because of the error, the State is requiring that the city rerun Both Ads, the city must hold new Millage Rate and Budget Adoption Hearings, and readopt a millage rate and the budget. The ads will run on November 24, 2023 and the hearings will be on the agenda November 28.

The only difference in the first ad is the Title.

In the First ad it was titled “Notice of Proposed Property Tax Increase.”

The Ad running on Nov. 24 will be Titled “Notice of Proposed Tax Increase The Previous Notice Placed By the City of Clermont Has Been Determined By the Department of Revenue To Be In Violation of the Law, Necessitating This Second Notice.”

Note, (Both Ads Attached). The information in the ads are the same, there is no change in the language. The City is having to run this because of the error in the Budget Summary Ad.

When you look at the Budget Summary Ad (attached) you will see in the ad that ran on September 15 the total under Estimated Revenues – Ad Valorem Taxes under General Fund and The Total Budget the amount published was \$23, 191,772. That number was supposed to be \$23,525,240.

When reviewing what happened, staff left out of the general fund calculation the \$333,468 that goes to the CRA Fund and instead placed that amount only in the CRA Fund as these are not funds available to the General Fund. Staffs intent was to shows a more accurate picture of our budget. However, because these are Ad Valorem Taxes Raised, the State requires them shown on this form.

In the new Budget Summary Ad you will see the totals are \$23,525,240 in Estimated Taxes in the General Fund and Total Budget. However, please note that there is an overall net zero impact to the general fund as the \$333,468 amount for the CRA is allocated for the CRA as approved in September.

Staff apologizes for this error, however, the State requires that the city hold new hearings and adoptions to statutorily make this minor correction. Those resolutions are on the agenda for Tuesday Night.

Additional Analysis

The proposed tax levy and millage rate in Resolution 2023-049R is identical to the originally adopted tax levy and millage rate.

Fiscal Impact Summary

Fiscal Impact	Fund Number and Description	Available Budget Amount
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Exhibits Attached (copies of original agreements)

1.	2023-049R - Final Millage (11.21.2023)	2023-049R - Final Millage (11.21.2023).pdf
2.	Legal Ad	Legal Ad.pdf
3.	CM Presentation of Ads	CM Presentation of Ads.pptx



CITY OF CLERMONT
RESOLUTION NO. 2023-049R

A RESOLUTION OF THE CITY OF CLERMONT OF LAKE COUNTY, FLORIDA, RE-ADOPTING AND AFFIRMING THE FINAL LEVYING OF AD VALOREM TAXES FOR FISCAL YEAR 2023-2024; PROVIDING FOR COLLECTION OF TAXES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Clermont of Lake County, Florida, on September 20, 2023, adopted Fiscal Year Final Millage Rate following a public hearing as required by Florida Statute 200.065; and

WHEREAS, a portion of the revenue for the City's 2023-2024 fiscal year general government budget must be raised from the assessment and levy of an ad valorem tax on each dollar of taxable property in the City of Clermont, Florida; and

WHEREAS, the gross taxable value for operating purposes not exempt from taxation within Lake County has been certified by the Lake County Property Appraiser to the City of Clermont as \$4,893,954,520; and

WHEREAS, by Notice dated November 15, 2023, the City was notified by the Florida Department of Revenue that the advertised notice for the above-stated public hearing was in violation of the notice requirements as provided by law due to an understatement of the ad valorem tax revenue to be received by the City; and

WHEREAS, the understatement resulted from inadvertent miscalculation due to tax revenue related to the Community Redevelopment Agency not being included; and

WHEREAS, by State law, the City can correct the inadvertent violation of law by readopting the Final Levying of Ad Valorem Taxes for fiscal year 2023-2024; and

WHEREAS, the City of Clermont of Lake County, Florida on November 28, 2023 held a public hearing advertised and published as provided by law in accordance with the above referenced November 15, 2023 Notice.

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

1. The above-stated whereas clauses are found to be true and correct and adopted herein by reference.
2. Resolution 2023-036R previously approved by the Clermont City Council on September 20, 2023 is affirmed and re-adopted approving Fiscal Year 2023-2024 final operating millage rate as 5.0600 mills which is greater than the rolled-back rate of 4.6205 mills by 9.51%.



CITY OF CLERMONT
RESOLUTION NO. 2023-049R

3. This resolution shall take effect immediately upon its adoption and shall be effective nunc pro tunc.

DULY ADOPTED at a public hearing this 28th day of November , 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

**NOTICE OF
PROPOSED TAX INCREASE
THE PREVIOUS NOTICE PLACED
BY THE CITY OF CLERMONT
HAS BEEN DETERMINED BY THE
DEPARTMENT OF REVENUE TO
BE IN VIOLATION OF THE LAW,
NECESSITATING THIS SECOND
NOTICE.**

The City of Clermont has tentatively adopted a measure to increase its property tax levy.

Last year's property tax levy:

A. Initially proposed tax levy	\$	24,192,643
B. Less tax reductions due to Value Adjustment Board and other assessment changes	\$	2,887,086
C. Actual property tax levy	\$	21,305,557

**This year's proposed
tax levy** \$ 24,763,410

All concerned citizens are invited to attend a public hearing on the tax increase to be held on:

**Tuesday, November 28, 2023
6:30 P.M.
at
City of Clermont
City Hall Council Chambers
685 West Montrose Street
Clermont, Florida 34711**

**A FINAL DECISION on the proposed
tax increase and the budget will be made at
this hearing.**

Ad Ran
Sept 15, 2023

NOTICE OF PROPOSED TAX INCREASE

The City of Clermont has tentatively adopted a measure to increase its property tax levy.

Last year's property tax levy:

- A. Initially proposed tax levy \$ 24,192,643
- B. Less tax reductions due to Value Adjustment Board and other assessment changes \$ 2,887,086
- C. Actual property tax levy \$ 21,305,557

This year's proposed tax levy \$ 24,763,410

All concerned citizens are invited to attend a public hearing on the tax increase to be held on:

Wednesday, September 20, 2023

6:00 P.M.

at

**City of Clermont
City Hall Council Chambers
685 West Montrose Street
Clermont, Florida 34711**

A FINAL DECISION on the proposed tax increase and the budget will be made at this hearing.

NOTICE OF PROPOSED TAX INCREASE THE PREVIOUS NOTICE PLACED BY THE CITY OF CLERMONT HAS BEEN DETERMINED BY THE DEPARTMENT OF REVENUE TO BE IN VIOLATION OF THE LAW, NECESSITATING THIS SECOND NOTICE.

The City of Clermont has tentatively adopted a measure to increase its property tax levy.

Last year's property tax levy:

- A. Initially proposed tax levy \$ 24,192,643
- B. Less tax reductions due to Value Adjustment Board and other assessment changes \$ 2,887,086
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Tuesday, November 28, 2023

6:30 P.M.

at

**City of Clermont
City Hall Council Chambers
685 West Montrose Street
Clermont, Florida 34711**

A FINAL DECISION on the proposed tax increase and the budget will be made at this hearing.

Ad Ran
Nov 24, 2023

BUDGET SUMMARY

CITY OF CLERMONT, FLORIDA
FISCAL YEAR 2023-2024

THE PROPOSED OPERATING BUDGET EXPENDITURES OF THE CITY OF CLERMONT, FLORIDA ARE 1.2%
LOWER THAN LAST YEAR'S TOTAL OPERATING EXPENDITURES (\$200,065(3)(1), F.S.)

General Fund Millage per \$1000

5.0600

CLASSIFICATION	General Fund	Special Revenue Funds	Debt Service Fund	Capital Projects Fund	Enterprise Funds	Internal Service Fund	Total Budget
ESTIMATED REVENUES							
Ad Valorem Taxes	\$ 23,191,772	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,191,772
Other Taxes	\$ 6,895,000	\$ 5,200,000	\$ -	\$ -	\$ -	\$ -	\$ 12,095,000
Licenses, Permits & Fees	\$ 4,361,000	\$ 10,674,738	\$ -	\$ -	\$ 10,087,014	\$ -	\$ 25,122,752
Intergovernmental	\$ 6,195,200	\$ -	\$ -	\$ -	\$ 1,250,000	\$ -	\$ 7,445,200
Charges For Services	\$ 3,109,437	\$ 4,200	\$ -	\$ -	\$ 29,733,227	\$ 8,420,981	\$ 41,267,845
Fines & Forfeitures	\$ 65,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 65,000
Miscellaneous	\$ 988,125	\$ 159,000	\$ 750	\$ 10,000	\$ 456,000	\$ 191,000	\$ 1,804,875
Interfund Transfers	\$ 2,275,000	\$ -	\$ 3,205,606	\$ -	\$ 331,319	\$ 125,000	\$ 5,936,925
ESTIMATED REVENUES	\$ 47,080,534	\$ 16,037,938	\$ 3,206,356	\$ 10,000	\$ 41,857,560	\$ 8,738,981	\$ 116,929,369
NON-REVENUES							
Beginning Reserves	\$ 15,514,317	\$ 17,174,564	\$ 1,888,677	\$ 4,315,236	\$ 44,603,513	\$ 2,680,586	\$ 86,176,892
NON-REVENUES	\$ 15,514,317	\$ 17,174,564	\$ 1,888,677	\$ 4,315,236	\$ 44,603,513	\$ 2,680,586	\$ 86,176,892
TOTAL REVENUES & RESERVES	\$ 62,594,851	\$ 33,212,502	\$ 5,095,033	\$ 4,325,236	\$ 86,461,073	\$ 11,417,567	\$ 203,106,262
EXPENDITURES							
General Government	\$ 5,861,485	\$ -	\$ 2,805,669	\$ -	\$ -	\$ 7,388,505	\$ 16,053,659
Public Safety	\$ 29,375,924	\$ 4,211,858	\$ -	\$ 236,000	\$ -	\$ -	\$ 33,823,782
Physical Environment	\$ -	\$ -	\$ -	\$ -	\$ 56,464,895	\$ -	\$ 56,464,895
Transportation/Public Works	\$ 5,588,769	\$ 1,428,571	\$ -	\$ -	\$ -	\$ -	\$ 7,017,340
Economic Environment	\$ 120,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 120,000
Human Services	\$ 1,253,962	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,253,962
Culture & Recreation	\$ 4,561,520	\$ 2,877,000	\$ -	\$ -	\$ -	\$ -	\$ 7,438,520
Interfund Transfers	\$ 616,502	\$ 2,589,104	\$ -	\$ -	\$ 3,206,319	\$ -	\$ 6,411,925
EXPENDITURES	\$ 47,378,162	\$ 11,106,533	\$ 2,805,669	\$ 236,000	\$ 59,671,214	\$ 7,388,505	\$ 128,584,083
RESERVES							
Ending Reserves	\$ 15,216,689	\$ 22,105,969	\$ 2,289,364	\$ 4,089,236	\$ 26,789,859	\$ 4,031,062	\$ 74,522,179
RESERVES	\$ 15,216,689	\$ 22,105,969	\$ 2,289,364	\$ 4,089,236	\$ 26,789,859	\$ 4,031,062	\$ 74,522,179
TOTAL EXPENDITURES & RESERVES	\$ 62,594,851	\$ 33,212,502	\$ 5,095,033	\$ 4,325,236	\$ 86,461,073	\$ 11,417,567	\$ 203,106,262

* THE TENTATIVE, ADOPTED, AND/OR FINAL BUDGETS ARE ON FILE IN THE OFFICE OF THE ABOVE MENTIONED TAXING AUTHORITY AS A PUBLIC RECORD.

Ad Ran
Sept. 15, 2023

BUDGET SUMMARY

CITY OF CLERMONT, FLORIDA
FISCAL YEAR 2023-2024

THE PROPOSED OPERATING BUDGET EXPENDITURES OF THE CITY OF CLERMONT, FLORIDA ARE 1.0% LOWER THAN LAST YEAR'S TOTAL OPERATING EXPENDITURES (S.200.065(3)(I), F.S.)

General Fund Millage per \$1000	5.0600						
CLASSIFICATION	General Fund	Special Revenue Funds	Debt Service Fund	Capital Projects Fund	Enterprise Funds	Internal Service Fund	Total Budget
ESTIMATED REVENUES							
Ad Valorem Taxes	\$ 23,525,240	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,525,240
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Licenses, Permits & Fees	\$ 4,361,000	\$ 10,674,738	\$ -	\$ -	\$ 10,087,014	\$ -	\$ 25,122,752
Intergovernmental	\$ 6,195,200	\$ -	\$ -	\$ -	\$ 1,250,000	\$ -	\$ 7,445,200
Charges For Services	\$ 3,109,437	\$ 4,200	\$ -	\$ -	\$ 29,733,227	\$ 8,420,981	\$ 41,267,845
Fines & Forfeitures	\$ 65,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 65,000
Miscellaneous	\$ 988,125	\$ 159,000	\$ 750	\$ 10,00	\$ 456,000	\$ 191,000	\$ 1,804,875
Interfund Transfers	\$ 2,275,000	\$ -	\$ 3,205,606	\$ -	\$ 3,313,319	\$ 1,250,000	\$ 5,936,925
ESTIMATED REVENUES	\$ 47,414,002	\$ 16,037,938	\$ 3,206,356	\$ 10,000	\$ 41,857,560	\$ 8,736,981	\$ 117,262,837
NON-REVENUES							
Beginning Reserves	\$ 15,514,317	\$ 17,174,564	\$ 1,888,677	\$ 4,315,236	\$ 44,603,513	\$ 2,680,586	\$ 86,176,892
NON-REVENUES	\$ 15,514,317	\$ 17,174,564	\$ 1,888,677	\$ 4,315,236	\$ 44,603,513	\$ 2,680,586	\$ 86,176,892
TOTAL REVENUES & RESERVES	\$ 62,928,319	\$ 33,212,502	\$ 5,095,033	\$ 4,325,236	\$ 86,461,073	\$ 11,417,567	\$ 203,439,730
EXPENDITURES							
General Government	\$ 5,861,485	\$ -	\$ 2,805,669	\$ -	\$ -	\$ 7,386,505	\$ 16,053,659
Public Safety	\$ 29,375,924	\$ 4,211,858	\$ -	\$ 236,000	\$ -	\$ -	\$ 33,823,782
Physical Environment		\$ -	\$ -	\$ -	\$ 56,464,895	\$ -	\$ 56,464,895
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Culture & Recreation	\$ 4,561,520	\$ 2,877,000	\$ -	\$ -	\$ -	\$ -	\$ 7,438,520
Interfund Transfers	\$ 949,970	\$ 2,589,104	\$ -	\$ -	\$ 3,206,319	\$ -	\$ 6,745,393
EXPENDITURES	\$ 47,711,630	\$ 11,106,533	\$ 2,805,669	\$ 236,000	\$ 59,671,214	\$ 7,386,505	\$ 128,917,551
RESERVES							
Ending Reserves	\$ 15,216,689	\$ 22,105,969	\$ 2,289,364	\$ 4,089,236	\$ 26,789,859	\$ 4,031,062	\$ 74,522,179

Ad Ran
Nov. 24, 2023

Blue Arrow Shows
Increase of
\$333,468 which
now includes CRA
Ad Valorem Tax

Orange Arrows
Show Transfer from
GF to CRA of
\$333,468 – Ad
Valorem Taxes



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date	
Tuesday, November 28, 2023	
Agenda Item Name	
Resolution No. 2023-050R	
Requested Action	
Staff Report	

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When you look at the Budget Summary Ad (attached) you will see in the ad that ran on September 15 the total under Estimated Revenues – Ad Valorem Taxes under General Fund and The Total Budget the amount published was \$23, 191,772. That number was supposed to be \$23,525,240.

When reviewing what happened, staff left out of the general fund calculation the \$333,468 that goes to the CRA Fund and instead placed that amount only in the CRA Fund as these are not funds available to the General Fund. Staffs intent was to shows a more accurate picture of our budget. However, because these are Ad Valorem Taxes Raised, the State requires them shown on this form.

In the new Budget Summary Ad you will see the totals are \$23,525,240 in Estimated Taxes in the General Fund and Total Budget. However, please note that there is an overall net zero impact to the general fund as the \$333,468 amount for the CRA is allocated for the CRA as approved in September.

Staff apologizes for this error, however, the State requires that the city hold new hearings and adoptions to statutorily make this minor correction. Those resolutions are on the agenda for Tuesday Night.

Additional Analysis

Fiscal Impact Summary

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

- | | | |
|----|---------------------------------------|---|
| 1. | 2023-050R - Final Budget (11.21.2023) | 2023-050R - Final Budget (11.21.2023).pdf |
| 2. | CM Presentation of Ads | CM Presentation of Ads.pptx |



CITY OF CLERMONT
RESOLUTION NO. 2023-050R

**A RESOLUTION OF THE CITY OF CLERMONT OF LAKE COUNTY,
FLORIDA, RE-ADOPTING AND AFFIRMING THE FINAL BUDGET
FOR THE FISCAL YEAR 2023-2024; PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, the City of Clermont of Lake County, Florida, on September 20, 2023, held a public hearing as required by Florida Statute 200.065; and

WHEREAS, the City of Clermont of Lake County, Florida, set forth the appropriations and revenue estimates for the Budget Summary for Fiscal Year 2023-2024 in the amount of \$203,439,730 included in Exhibit A, attached hereto; and;

WHEREAS, by Notice Dated November 15, 2023, the City was notified by the Florida Department of Revenue that the advertised notice for the above-stated public hearing was in violation of the notice requirements as provided by law due to an understatement of the ad valorem tax revenue to be received by the City; and

WHEREAS, the understatement resulted from inadvertent miscalculation due to tax revenue related to the Community Redevelopment Agency not being included; and

WHEREAS, by State law, the City can correct the inadvertent violation of law by readopting the Final Levy of Ad Valorem Taxes for fiscal year 2023-2024; and

WHEREAS, by virtue of the required re-adoption of the Final Levy of Ad Valorem taxes, it is necessary that the Fiscal Year 2023-2024 budget be readopted and affirmed; and

WHEREAS, the City of Clermont of Lake County, Florida on November 28, 2023 held a public hearing advertised and published as provided by law in accordance with the above referenced November 15, 2023 Notice.

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

1. The above-stated whereas clauses are found to be true and correct and adopted herein by reference.
2. Resolution 2023-037R previously approved by the Clermont City Council on September 20, 2023 is affirmed and readopted approving and adopting the Fiscal Year 2023-2024 Final Budget..



CITY OF CLERMONT
RESOLUTION NO. 2023-050R

3. This resolution shall take effect immediately upon its adoption and shall be effective nunc pro tunc.

DULY ADOPTED at a public hearing this 28th day of November 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

BUDGET SUMMARY

CITY OF CLERMONT, FLORIDA
FISCAL YEAR 2023-2024

THE PROPOSED OPERATING BUDGET EXPENDITURES OF THE CITY OF CLERMONT, FLORIDA ARE 1.0% LOWER THAN LAST YEAR'S TOTAL OPERATING EXPENDITURES (\$200.065(3)(I), F.S.)

General Fund Millage per \$1000		5.0600								
CLASSIFICATION	General Fund	Special Revenue Funds	Debt Service Fund	Capital Projects Fund	Enterprise Funds	Internal Service Fund	Total Budget			
ESTIMATED REVENUES										
Ad Valorem Taxes	\$ 23,525,240	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,525,240		
Other Taxes	\$ 6,895,000	\$ 5,200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,095,000		
Licenses, Permits & Fees	\$ 4,361,000	\$ 10,674,738	\$ -	\$ -	\$ 10,087,014	\$ -	\$ -	\$ 25,122,752		
Intergovernmental	\$ 6,195,200	\$ -	\$ -	\$ -	\$ 1,250,000	\$ -	\$ -	\$ 7,445,200		
Charges For Services	\$ 3,109,437	\$ 4,200	\$ -	\$ -	\$ 29,733,227	\$ 8,420,981	\$ -	\$ 41,267,845		
Fines & Forfeitures	\$ 65,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 65,000		
Miscellaneous	\$ 988,125	\$ 159,000	\$ 750	\$ 10,00	\$ 456,000	\$ 191,000	\$ -	\$ 1,804,875		
Interfund Transfers	\$ 2,275,000	\$ -	\$ 3,205,606	\$ -	\$ 331,319	\$ 125,000	\$ -	\$ 5,936,925		
ESTIMATED REVENUES	\$ 47,414,002	\$ 16,037,938	\$ 3,206,356	\$ 10,000	\$ 41,857,560	\$ 8,736,981	\$ -	\$ 117,262,837		
NON-REVENUES										
Beginning Reserves	\$ 15,514,317	\$ 17,174,564	\$ 1,888,677	\$ 4,315,236	\$ 44,603,513	\$ 2,680,586	\$ -	\$ 86,176,892		
NON-REVENUES	\$ 15,514,317	\$ 17,174,564	\$ 1,888,677	\$ 4,315,236	\$ 44,603,513	\$ 2,680,586	\$ -	\$ 86,176,892		
TOTAL REVENUES & RESERVES	\$ 62,928,319	\$ 33,212,502	\$ 5,095,033	\$ 4,325,236	\$ 86,461,073	\$ 11,417,567	\$ -	\$ 203,439,730		
EXPENDITURES										
General Government	\$ 5,861,485	\$ -	\$ 2,805,669	\$ -	\$ -	\$ 7,386,505	\$ -	\$ 16,053,659		
Public Safety	\$ 29,375,924	\$ 4,211,858	\$ -	\$ 236,000	\$ -	\$ -	\$ -	\$ 33,823,782		
Physical Environment		\$ -	\$ -	\$ -	\$ 56,464,895	\$ -	\$ -	\$ 56,464,895		
Transportation/Public Works	\$ 5,588,769	\$ 1,428,571	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,017,340		
Economic Environment	\$ 120,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 120,000		
Human Services	\$ 1,253,962	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,253,962		
Culture & Recreation	\$ 4,561,520	\$ 2,877,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,438,520		
Interfund Transfers	\$ 949,970	\$ 2,589,104	\$ -	\$ -	\$ 3,206,319	\$ -	\$ -	\$ 6,745,393		
EXPENDITURES	\$ 47,711,630	\$ 11,106,533	\$ 2,805,669	\$ 236,000	\$ 59,671,214	\$ 7,386,505	\$ -	\$ 128,917,551		
RESERVES										
Ending Reserves	\$ 15,216,689	\$ 22,105,969	\$ 2,289,364	\$ 4,089,236	\$ 26,789,859	\$ 4,031,062	\$ -	\$ 74,522,179		
RESERVES	\$ 15,216,689	\$ 22,105,969	\$ 2,289,364	\$ 4,089,236	\$ 26,789,859	\$ 4,031,062	\$ -	\$ 74,522,179		
TOTAL EXPENDITURES & RESERVES	\$ 62,928,319	\$ 33,212,502	\$ 5,095,033	\$ 4,325,236	\$ 86,461,073	\$ 11,417,567	\$ -	\$ 203,439,730		

**Ad Ran
Sept 15, 2023**

NOTICE OF PROPOSED TAX INCREASE

The City of Clermont has tentatively adopted a measure to increase its property tax levy.

Last year's property tax levy:

- A. Initially proposed tax levy \$ 24,192,643
- B. Less tax reductions due to Value Adjustment Board and other assessment changes \$ 2,887,086
- C. Actual property tax levy \$ 21,305,557

This year's proposed tax levy \$ 24,763,410

All concerned citizens are invited to attend a public hearing on the tax increase to be held on:

Wednesday, September 20, 2023

6:00 P.M.

at

**City of Clermont
City Hall Council Chambers
685 West Montrose Street
Clermont, Florida 34711**

A FINAL DECISION on the proposed tax increase and the budget will be made at this hearing.

NOTICE OF PROPOSED TAX INCREASE THE PREVIOUS NOTICE PLACED BY THE CITY OF CLERMONT HAS BEEN DETERMINED BY THE DEPARTMENT OF REVENUE TO BE IN VIOLATION OF THE LAW, NECESSITATING THIS SECOND NOTICE.

The City of Clermont has tentatively adopted a measure to increase its property tax levy.

Last year's property tax levy:

- A. Initially proposed tax levy \$ 24,192,643
- B. Less tax reductions due to Value Adjustment Board and other assessment changes \$ 2,887,086
- C. Actual property tax levy \$ 21,305,557

This year's proposed tax levy \$ 24,763,410

All concerned citizens are invited to attend a public hearing on the tax increase to be held on:

Tuesday, November 28, 2023

6:30 P.M.

at

**City of Clermont
City Hall Council Chambers
685 West Montrose Street
Clermont, Florida 34711**

A FINAL DECISION on the proposed tax increase and the budget will be made at this hearing.

**Ad Ran
Nov 24, 2023**

BUDGET SUMMARY

CITY OF CLERMONT, FLORIDA
FISCAL YEAR 2023-2024

THE PROPOSED OPERATING BUDGET EXPENDITURES OF THE CITY OF CLERMONT, FLORIDA ARE 1.2% LOWER THAN LAST YEAR'S TOTAL OPERATING EXPENDITURES (\$200,065(3)(1), F.S.)

General Fund Millage per \$1000

5.0600

CLASSIFICATION	General Fund	Special Revenue Funds	Debt Service Fund	Capital Projects Fund	Enterprise Funds	Internal Service Fund	Total Budget
ESTIMATED REVENUES							
Ad Valorem Taxes	\$ 23,191,772	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,191,772
Other Taxes	\$ 6,895,000	\$ 5,200,000	\$ -	\$ -	\$ -	\$ -	\$ 12,095,000
Licenses, Permits & Fees	\$ 4,361,000	\$ 10,674,738	\$ -	\$ -	\$ 10,087,014	\$ -	\$ 25,122,752
Intergovernmental	\$ 6,195,200	\$ -	\$ -	\$ -	\$ 1,250,000	\$ -	\$ 7,445,200
Charges For Services	\$ 3,109,437	\$ 4,200	\$ -	\$ -	\$ 29,733,227	\$ 8,420,981	\$ 41,267,845
Fines & Forfeitures	\$ 65,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 65,000
Miscellaneous	\$ 988,125	\$ 159,000	\$ 750	\$ 10,000	\$ 456,000	\$ 191,000	\$ 1,804,875
Interfund Transfers	\$ 2,275,000	\$ -	\$ 3,205,606	\$ -	\$ 331,319	\$ 125,000	\$ 5,936,925
ESTIMATED REVENUES	\$ 47,080,534	\$ 16,037,938	\$ 3,206,356	\$ 10,000	\$ 41,857,560	\$ 8,738,981	\$ 116,929,369
NON-REVENUES							
Beginning Reserves	\$ 15,514,317	\$ 17,174,564	\$ 1,888,677	\$ 4,315,236	\$ 44,603,513	\$ 2,680,586	\$ 86,176,892
NON-REVENUES	\$ 15,514,317	\$ 17,174,564	\$ 1,888,677	\$ 4,315,236	\$ 44,603,513	\$ 2,680,586	\$ 86,176,892
TOTAL REVENUES & RESERVES	\$ 62,594,851	\$ 33,212,502	\$ 5,095,033	\$ 4,325,236	\$ 86,461,073	\$ 11,417,567	\$ 203,106,262
EXPENDITURES							
General Government	\$ 5,861,485	\$ -	\$ 2,805,669	\$ -	\$ -	\$ 7,388,505	\$ 16,053,659
Public Safety	\$ 29,375,924	\$ 4,211,858	\$ -	\$ 236,000	\$ -	\$ -	\$ 33,823,782
Physical Environment	\$ -	\$ -	\$ -	\$ -	\$ 56,464,895	\$ -	\$ 56,464,895
Transportation/Public Works	\$ 5,588,769	\$ 1,428,571	\$ -	\$ -	\$ -	\$ -	\$ 7,017,340
Economic Environment	\$ 120,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 120,000
Human Services	\$ 1,253,962	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,253,962
Culture & Recreation	\$ 4,561,520	\$ 2,877,000	\$ -	\$ -	\$ -	\$ -	\$ 7,438,520
Interfund Transfers	\$ 616,502	\$ 2,589,104	\$ -	\$ -	\$ 3,206,319	\$ -	\$ 6,411,925
EXPENDITURES	\$ 47,378,162	\$ 11,106,533	\$ 2,805,669	\$ 236,000	\$ 59,671,214	\$ 7,388,505	\$ 128,584,083
RESERVES							
Ending Reserves	\$ 15,216,689	\$ 22,105,969	\$ 2,289,364	\$ 4,089,236	\$ 26,789,859	\$ 4,031,062	\$ 74,522,179
RESERVES	\$ 15,216,689	\$ 22,105,969	\$ 2,289,364	\$ 4,089,236	\$ 26,789,859	\$ 4,031,062	\$ 74,522,179
TOTAL EXPENDITURES & RESERVES	\$ 62,594,851	\$ 33,212,502	\$ 5,095,033	\$ 4,325,236	\$ 86,461,073	\$ 11,417,567	\$ 203,106,262

* THE TENTATIVE, ADOPTED, AND/OR FINAL BUDGETS ARE ON FILE IN THE OFFICE OF THE ABOVE MENTIONED TAXING AUTHORITY AS A PUBLIC RECORD.

Ad Ran
Sept. 15, 2023

BUDGET SUMMARY

CITY OF CLERMONT, FLORIDA
FISCAL YEAR 2023-2024

THE PROPOSED OPERATING BUDGET EXPENDITURES OF THE CITY OF CLERMONT, FLORIDA ARE 1.0% LOWER THAN LAST YEAR'S TOTAL OPERATING EXPENDITURES (S.200.065(3)(I), F.S.)

General Fund Millage per \$1000	5.0600						
CLASSIFICATION	General Fund	Special Revenue Funds	Debt Service Fund	Capital Projects Fund	Enterprise Funds	Internal Service Fund	Total Budget
ESTIMATED REVENUES							
Ad Valorem Taxes	\$ 23,525,240	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,525,240
Other Taxes	\$ 6,895,000	\$ 5,200,000	\$ -	\$ -	\$ -	\$ -	\$ 12,095,000
Licenses, Permits & Fees	\$ 4,361,000	\$ 10,674,738	\$ -	\$ -	\$ 10,087,014	\$ -	\$ 25,122,752
Intergovernmental	\$ 6,195,200	\$ -	\$ -	\$ -	\$ 1,250,000	\$ -	\$ 7,445,200
Charges For Services	\$ 3,109,437	\$ 4,200	\$ -	\$ -	\$ 29,733,227	\$ 8,420,981	\$ 41,267,845
Fines & Forfeitures	\$ 65,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 65,000
Miscellaneous	\$ 988,125	\$ 159,000	\$ 750	\$ 10,00	\$ 456,000	\$ 191,000	\$ 1,804,875
Interfund Transfers	\$ 2,275,000	\$ -	\$ 3,205,606	\$ -	\$ 3,313,319	\$ 1,250,000	\$ 5,936,925
ESTIMATED REVENUES	\$ 47,414,002	\$ 16,037,938	\$ 3,206,356	\$ 10,000	\$ 41,857,560	\$ 8,736,981	\$ 117,262,837
NON-REVENUES							
Beginning Reserves	\$ 15,514,317	\$ 17,174,564	\$ 1,888,677	\$ 4,315,236	\$ 44,603,513	\$ 2,680,586	\$ 86,176,892
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TOTAL REVENUES & RESERVES	\$ 62,928,319	\$ 33,212,502	\$ 5,095,033	\$ 4,325,236	\$ 86,461,073	\$ 11,417,567	\$ 203,439,730
EXPENDITURES							
General Government	\$ 5,861,485	\$ -	\$ 2,805,669	\$ -	\$ -	\$ 7,386,505	\$ 16,053,659
Public Safety	\$ 29,375,924	\$ 4,211,858	\$ -	\$ 236,000	\$ -	\$ -	\$ 33,823,782
Physical Environment		\$ -	\$ -	\$ -	\$ 56,464,895	\$ -	\$ 56,464,895
Transportation/Public Works	\$ 5,588,769	\$ 1,428,571	\$ -	\$ -	\$ -	\$ -	\$ 7,017,340
Economic Environment	\$ 120,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 120,000
Human Services	\$ 1,253,962	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,253,962
Culture & Recreation	\$ 4,561,520	\$ 2,877,000	\$ -	\$ -	\$ -	\$ -	\$ 7,438,520
Interfund Transfers	\$ 949,970	\$ 2,589,104	\$ -	\$ -	\$ 3,206,319	\$ -	\$ 6,745,393
EXPENDITURES	\$ 47,711,630	\$ 11,106,533	\$ 2,805,669	\$ 236,000	\$ 59,671,214	\$ 7,386,505	\$ 128,917,551
RESERVES							
Ending Reserves	\$ 15,216,689	\$ 22,105,969	\$ 2,289,364	\$ 4,089,236	\$ 26,789,859	\$ 4,031,062	\$ 74,522,179

Ad Ran
Nov. 24, 2023

Blue Arrow Shows
Increase of
\$333,468 which
now includes CRA
Ad Valorem Tax

Orange Arrows
Show Transfer from
GF to CRA of
\$333,468 – Ad
Valorem Taxes

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
November 14, 2023

CALL TO ORDER

The City Council met in a regular meeting on Tuesday, November 14, 2023 in the Clermont City Council Chambers. Mayor Murry called the meeting to order at 6:30pm with the following Council Members present: Council Members Gonzalez, Entsuah, Pines and Purvis.

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

INVOCATION AND PLEDGE OF ALLEGIANCE

Reverend Dawn Carter of Living Hope Church gave the invocation followed by the Pledge of Allegiance.

PUBLIC COMMENTS

Justin Petrulak, 13842 Greater Pines Blvd. – spoke on adding additional pickle ball courts in the city. There are only 6 courts and they are not lit for use during the evening.

Sharon Keyes, 644 W. Osceola Street – thanked the Police and Fire Departments for the event on Saturday, November 4. There was a great turnout and exemplified diversity and unity in Lincoln Park.

Charlene Forth, 939 W. Desoto Street – spoke about the Veteran’s Day event. Recognized Code Enforcement Officer Jordan, and Clermont Police Officers Reasoner and Dion for their assistance during the event.

Gwen McFadden, 13331 Skiing Paradise Blvd. – spoke on adding additional pickle ball courts in the city.

Sherry Richardson, 7805 Swiss Stairway Ave. – spoke on adding additional pickle ball courts in the city.

Jessica Hollern, 13842 Greater Pines Blvd. – spoke on adding additional pickle ball courts in the city.

Joey Quandt, 655 Shady Nook Drive – spoke on adding additional pickle ball courts in the city.

Simon Hernandez, 6510 Metz Rd., Groveland – spoke on adding additional pickle ball courts in the city.

Blake Bozarth, 11210 Crescent Bay Blvd. – spoke on adding additional pickle ball courts in the city.

Marcia O’Keefe, 489 W. Minnehaha spoke on adding additional pickle ball courts in the city.

Jim Cretti, 2177 Cedar Springs Way – thanked the city for the Citizen’s Academy.

Mayor Murry acknowledged that the city is aware of the need for additional pickle ball courts and clarified that there are 10 courts in Clermont, not 6.

Council Member Purvis stated that this subject has been discussed with Council and Council recognizes the need. Mr. Purvis pointed out that a majority of the citizens that spoke regarding pickle ball do not live within the city limits. The citizens need to make the same request to Lake County.

City Manager Bulthuis explained to Council that the city has no available land. There are some options, more courts can be placed at the Arts and Recreation Center (ARC) but that discussion has not been had with Council and there are the issues of noise and lights with the neighborhood behind it. The city has asked Olympus down in Wellness Way to build an indoor center for pickle ball. They are a private industry so the city has no bearing on what they build. Lake County has land between Clermont and Groveland, there are talks of a park and Mr. Bulthuis encouraged all the citizens to reach out to Lake County to find out the status of the park and possibly between Lake County, Groveland and Clermont, something can get built.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
November 14, 2023

Council Member Gonzalez agreed that there is a need for more pickle ball courts and stated that the city needs to do something. Adding 5 or 6 more pickle ball courts at the ARC would help alleviate some of the issues until the city can come up with a long term plan for more courts.

Mayor Murry requested that staff look into the surrounding neighborhood to determine if there would be any noise or light issues with more courts and lighting them at night. This will be discussed at the January workshop and invited all the citizens to attend.

City Manager Bulthuis added that the cost to build the current 6 pickle ball courts was \$200,000, without lights and amenities.

ELECTION RESULTS ACCEPTANCE

City Clerk Howe read the official election results into the record.

For Clermont City Council Seat 4, Max Krzyminski received 1,828 votes and Chandra L. Myers received 1,962 votes.

For Charter Amendment 1, Council Terms and Term Limits, Yes received 1,332 votes and No received 2,090 votes.

Council Member Entsuh moved to accept the certified results; Seconded by Council Member Pines. Passed unanimously 5-0 with all members present voicing aye.

PRESENTATION

Mayor Murry presented outgoing Council Member Entsuh with a plaque for his dedication and commitment to serving the citizens of Clermont.

Council Member Entsuh expressed his gratitude to city staff, residents and his fellow Council Members. He is proud of the work that has been accomplished while he has been on Council.

REPORTS

CITY MANAGER REPORT

City Manager Bulthuis –

- City offices will be closed November 23 and 24 for Thanksgiving.
- The Enchanted Tree Forest starts November 18.
- Costco opened today and the city is aware of the traffic issues.
- Thanked Council Member Entsuh for his support. His knowledge and enthusiasm goes well beyond his years and it has been a pleasure to work with him.

CITY ATTORNEY REPORT

City Attorney Mantzaris –

- Congratulated Council Member Entsuh on his term, it was great to work with him.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
November 14, 2023

CITY COUNCIL REPORT

Council Member Pines –

- Congratulated Council Member Gonzalez for being elected the 2nd Vice President for the Lake County League of Cities.
- Had a wonderful Veterans Day parade and celebration.
- Congratulated Council Member Entsuah. Have been great friends and excited about the future for him.

Council Member Gonzalez –

- It was an honor to serve with Council Member Entsuah, thanked him for all he has done.
- Congrats to Chandra Myers and welcome to Council.
- Attended the Taste of South Lake.
- Attended the city camp out.
- Also, mentioned he was did a ride along with the Fire Department.

Council Member Purvis –

- Offered apologies for not attending the Veterans Day parade.
- Wished Council Member Entsuah the best. Had the privilege of knowing him from teaching at Montverde Academy and knows he will be a successful person.

Mayor Murry –

- Enchanted trees;
- Attended the community cook out by the Police and Fire Departments in Lincoln Park.
- Attended the softball game between Clermont Police Department and Lake County Sherriff's Office.
- Mayor's luncheon last week went well.
- Taste of South Lake had a great turnout.
- Honored to be part of the Veterans Day parade.
- Congrats to council-elect Myers.
- Wished Council Member Entsuah the best in his endeavors.

Council Member Entsuah – No report.

ADMINISTRATION OF OATH OF OFFICE ELECTED OFFICIALS FOR SEATS 2 AND 4

City Clerk Howe administered the Oaths of Office to Jim Purvis, Seat 2 and Chandra Myers, Seat 4 for a two year term.

Newly elected Council Member Myers replaced Council Member Entsuah at the dais.

Mayor Murry congratulated Council Member Purvis and Council Member Myers.

Council Member Purvis stated that the job of City Council never ends, the only change is the people you elect to represent you. This city is run by you, the people who took the time to vote. I hope you will continue to do that.

Council Member Myers said that she is the first black woman elected to the Clermont City Council. Thanked family, friends and all who voted. She is here to work for all citizens of Clermont and wants all to feel welcome.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
November 14, 2023

CONSENT AGENDA

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

Item No. 1 – Meeting Minutes	Consider approval of the minutes of the October 24, 2023 Council Meeting.
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Item No. 2 – Surplus Request	Consider declaring surplus from the Parks and Recreation, Police, Finance, Procurement, and Information Technology Departments and dispose of in accordance with the Purchasing Policy.
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Item No. 3 – School Resource Officer Agreement For Year 2023-2024	Consider Lake County School Board agreement for the SRO Program from August 10, 2023 through the last day of school for students in May 2024.
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Item No. 4 – Contract Amendment <i>Employee Healthcare Consultant</i>	Consider approval of the second contract amendment with Hylant of Orlando, LLC to extend the contract for one additional year in the budgeted amount of \$55,000.
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Council Member Purvis moved to approve the Consent Agenda as presented; Seconded by Council Member Pines. Passed unanimously 5-0 with all members present voicing aye.

NEW BUSINESS

Item No. 5 – Selection of Mayor Pro Tem

Council Member Gonzalez moved to nominate Council Member Purvis to continue as Mayor Pro Tem; Seconded by Council Member Pines. Passed unanimously 5-0 with all members present voicing aye.

Item No. 6 – Parks and Recreation Presentation

Parks and Recreation Director Forman gave an update on the Parks and Recreation department. The value and benefits of the department were presented along with the number of parks the city has and the amount of staff. Mr. Forman spoke about the events in the city as well as all the recreation programs that are offered. The revenue from all events, space rentals and recreation programs was provided.

Council Member Purvis and Mayor Murry thanked the staff for what they do and for the Arts and Recreation Center being what it is today.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
November 14, 2023

Item No. 7 – Ordinance No. 2023-029, Waterbrooke Phase 7 Annexation

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND CONTIGUOUS TO THE PRESENT CITY BOUNDARIES; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

City Clerk Howe read the ordinance title aloud.

Council Member Pines moved to introduce Ordinance No. 2023-029; Seconded by Council Member Gonzalez. Passed unanimously 5-0 with all members present voicing aye.

Item No. 8 – Ordinance No. 2023-030, Waterbrooke Phase 7 SSCPA

AN ORDINANCE OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTING THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT FOR THE CITY OF CLERMONT, FLORIDA, PURSUANT TO THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING ACT, CHAPTER 163, PART II, FLORIDA STATUTES; SETTING FORTH THE AUTHORITY FOR ADOPTION OF THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT; SETTING FORTH THE PURPOSE AND INTENT OF THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR THE ADOPTION OF THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT; ESTABLISHING THE LEGAL STATUS OF THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND EFFECTIVE DATE.

City Clerk Howe read the ordinance title aloud.

Council Member Pines moved to introduce Ordinance No. 2023-030; Seconded by Council Member Purvis. Passed unanimously 5-0 with all members present voicing aye.

Item No. 9 – Ordinance No. 2023-031, Waterbrooke Phase 7 Rezone

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

City Clerk Howe read the ordinance title aloud.

Council Member Gonzalez moved to introduce Ordinance No. 2023-031; Seconded by Council Member Purvis. Passed unanimously 5-0 with all members present voicing aye.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
November 14, 2023

Item No. 10 – Ordinance No. 2023-032, LDC Amendment

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 123-VEGETATION, SECTION 123-102-ISSUANCE; CRITERIA FOR TREE REMOVAL; TREE REPLACEMENT STANDARDS; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

City Clerk Howe read the ordinance title aloud.

Council Member Pines moved to introduce Ordinance No. 2023-032; Seconded by Council Member Purvis. Passed unanimously 5-0 with all members present voicing aye.

Mayor Murry spoke about the quarterly budget presentation the Council previously received from staff. Mayor Murry requested staff present a budget update next quarter.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
November 14, 2023

ADJOURN: With no further comments, this meeting adjourned at 8:10 pm.

APPROVED:

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, November 28, 2023		
Agenda Item Name		
Resolution No. 2023-040R <i>Capitalization Policy</i>		
Requested Action		
Staff recommends approval of Resolution 2023-040R		
Staff Report		
Staff recommends adoption of a policy specific to the capitalization of acquired assets. Adoption of the policy will conform to industry best practices, streamline operations, and improve operational efficiencies in the Finance Department. Currently, the City recognizes a capitalization threshold of \$1,000. The policy as drafted establishes a threshold of \$5,000 which matches that of the State of Florida. This new policy, used in conjunction with the Property Control Policy established by the Procurement Services Department, acts to both provide control and accountability over capital assets as well as maintain conformity with generally accepted accounting principles.		
Additional Analysis		
Adoption of the policy can impact the fund location of where some items are budgeted. Increasing the threshold may have a minor impact on financial statements at the end of the fiscal year.		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2023-040R - Capitalization Policy (11.16.2023)	2023-040R - Capitalization Policy (11.16.2023).pdf	



CITY OF CLERMONT
RESOLUTION NO. 2023-040R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA ADOPTING A CAPITALIZATION POLICY FOR THE CITY OF CLERMONT; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the City Council of the City of Clermont deems it advisable and in the best interest of the City to establish a Capitalization Policy.

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

SECTION 1.

The City Council does hereby adopt the City of Clermont Capitalization Policy as set forth in Exhibit A, attached hereto and incorporated herein. The City Council of the City of Clermont may amend the Capitalization Policy by Resolution when deemed necessary and in the best interest of the City of Clermont.

SECTION 2: CONFLICT

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

SECTION 3: 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 4: ADMINISTRATIVE CORRECTION

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

SECTION 5: PUBLICATION AND EFFECTIVE DATE

This Resolution shall take effect immediately upon its adoption.



CITY OF CLERMONT
RESOLUTION NO. 2023-040R

DONE AND RESOLVED by the Mayor of the City Council of the City of Clermont, Lake County, Florida, this 28th day of November 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

Capitalization Policy



City of Clermont, Florida

A. GENERAL OBJECTIVES

This purpose of the policy is to define capitalization standards in the accounting for city assets. This policy, in conjunction with ***Property Control Policy*** managed by the City's Procurement Services Department, acts to: 1) to provide control and accountability over capital assets, and 2) to gather and maintain information for the preparation of the Annual Comprehensive Financial Report (ACFR) in conformity with Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board Statements (GASB).

The Capitalization Policy establishes guidelines for determining:

- Which types of expenditures should be capitalized as a capital asset and those expenditures which should be expensed.
- How to value capital assets that are reported.
- The estimated useful lives of capital assets.
- The depreciation threshold of city assets.

B. CAPITAL ASSETS

By definition any asset, tangible or intangible, that benefits the City greater than one fiscal period could potentially be classified as a capital asset. As a practical matter, however, governments capitalize only their higher cost assets. Capitalization thresholds are established to determine which assets are capitalized and which assets are expensed when purchased. The City must maintain adequate control over all assets, including lower-cost capital assets.

Capitalization is designed to focus on the City's financial reporting needs, and is not designed for or particularly suited for the purposes of ensuring control over lower-cost assets. Capitalizing numerous small cost items will actually overburden the overall capital asset management system.

C. CAPITAL ASSET TYPES

Capital assets are divided between assets that are not subject to depreciation and assets that are subject to depreciation.

Assets that are not subject to depreciation include:

- Land. The amount that should be capitalized for land should include the cost of the land itself; professional fees used to acquire the land (legal, engineering, appraisal, survey fees); costs for

excavation, fill, grading, or drainage; demolition of any existing buildings or other improvements; and any other costs that are incurred to acquire the land and make the land suitable for use by the City. The value of easements should also be capitalized. Land is characterized as having an unlimited life and is therefore not depreciated.

- Construction in progress. The costs of assets that the City is constructing, where expenses are incurred over more than one fiscal year, are accumulated as construction in progress until the asset is placed in service. At that time, the total costs are then transferred to the appropriate asset type and depreciated.

Assets that are subject to depreciation include:

- Buildings and building improvements: Buildings are permanent structures that are intended for shelter of persons, materials or equipment. Building improvements are capital events that extend the useful life of a building or increase the value of a building, or both. Repairs that simply maintain the existing life or restore a building to its original condition do not constitute an improvement.
- Improvements Other Than Buildings: Improvements Other Than Buildings are those improvements, other than ordinary and regular site preparation, which ready the land for its intended use. Such improvements can include parking lots, athletic fields, fencing, paths and trails, and landscaping.
- Infrastructure: Infrastructure assets are long-lived capital assets that are stationary in nature and can be preserved for a significantly greater number of years than most capital assets. Such assets can include streets and roadways, bridges, sidewalks, water mains and distribution lines, sewer mains and collection lines, and treatment plants.
- Infrastructure equipment: Infrastructure equipment is an item of tangible, nonexpendable personal property that supports an infrastructure asset with a useful life of less than 20 years. Such assets can include Waste Water Treatment Plant and Lift Station machinery and equipment.
- Equipment: Equipment is an item of tangible, nonexpendable personal property with a useful life of more than one year, and includes machinery, vehicles and furniture.
- Capital Lease Assets: Assets acquired by a capital lease and shall be treated as a City owned asset and capitalized according to the appropriate capitalization threshold.

- Operating Lease Assets: Assets acquired through an operating lease are returned to the lessor at the end of the lease term and are not deemed to be owned by the City and are not capitalized.
- Computer Equipment: Computer equipment is an item of tangible, nonexpendable personal property with a useful life of more than one year. Such assets can include laptops, desktops and servers.
- Intangible or Other Capital Assets. Intangible assets can be identified by determining if the asset can be separated or divided from the government by sale, transfer, license, rental or exchange or if it arises from contractual or other legal rights.
 - Software. Software is an intangible item that is used on a computerized piece of equipment. Software is capitalized only when it is an integrated system that entails several modules such as accounting software used city wide or the historical cost of the system exceeds the capitalization threshold.
 - Other intangible assets could include water rights, patents, trademarks, etc.

D. ACQUISITION AND VALUATION OF ASSETS

All capital assets are acquired in accordance with the City's budget and according to purchasing policy. Capital assets should be reported at their historical cost. In the absence of historical cost information, the assets estimated historical cost may be used. If capital assets are moved from one fund or activity to another, the recipient fund or activity should continue to report those assets at their historical cost as of the date they were originally acquired.

All capital assets are valued at a per unit cost equal to or greater than the capitalization threshold with the exception of Land. Items with a per unit cost below the capitalization threshold are not capitalized but may be tracked in compliance with the ***Property Control Policy***.

The historical cost of a capital asset should include ancillary charges necessary to place the asset in its intended location (freight charges, for example); ancillary charges necessary to place the asset in its intended condition for use (installation or site preparation charges, for example); and capitalized interest (only for those assets that are utilized in enterprise funds that are reported as a part of business-type activities).

Estimating the historical cost of capital assets for which invoices or similar documentation of historical cost are not available can use either standard costing or normal costing. Standard costing involves using historical sources, such as old vendor catalogs, to establish the average cost of obtaining the same or a

similar asset at the time of acquisition. Normal costing involves establishing the current cost of the same or similar asset and deflating that cost using an appropriate price index.

Donated capital assets are recorded at fair market value at the time of acquisition. Assets estimated to have a value in excess of the capitalization threshold must be appraised by a person knowledgeable and qualified with respect to that type of asset. All land or building acquisitions will then be recorded at historical cost. Assets acquired through capital leases should be recorded at the historical cost of the asset, not including any lease interest payments.

Assets acquired by the exercise of eminent domain powers shall be capitalized in the General Fixed Asset Account Group in the amount of compensation awarded the property owner plus legal service costs incidental to the acquisition.

E. EXPENDITURE TYPES

Repair and Maintenance costs are expenditures necessary for the upkeep of the property that neither add to the permanent value of the property nor appreciably prolong its intended life, but keep it in an efficient operating condition. All repair and maintenance costs to capital assets are to be treated as an annual operating expense and charged to the appropriate cost center or fund.

F. CAPITALIZATION THRESHOLDS

The City establishes a Capitalization Threshold of \$5,000 for all eligible asset types.

G. DEPRECIATION

Assets that are capitalized will be depreciated and calculated on the straight-line basis, using estimated useful lives as follows:

Buildings and building improvements	10 - 30 years
Furniture, fixtures, equipment and vehicles	3 - 10 years
Computer Equipment	3 - 5 years
Infrastructure – Utility systems, roads and sidewalks	5 - 40 years
Infrastructure Equipment	5 - 10 years
Intangibles (excluding land related assets)	7 years

H. AUTHORITY

Approved and adopted by the Clermont City Council by Resolution 2023-040R on November 28, 2023.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date			
Tuesday, November 28, 2023			
Agenda Item Name			
Resolution No 2023-048R <i>Fiscal Year 2023 Budget Amendment #8</i>			
Requested Action			
Request approval of Resolution No. 2023-048R to amend the Fiscal Year 2023 Budget.			
Staff Report			
Resolution No. 2023-048R is proposed to amend the Fiscal Year End 2023 Budget. Florida State Statutes allow for budget amendments up to 60 days following the conclusion of the fiscal year. This resolution formally amends the budget for Council Actions since October 2022 along with subsequent requested department updates. The amendment reflects an increase in budgeted revenues of \$1,581,209 and a decrease in expenses of \$14,992,724. The primary factor in the decreased expenses is the deferment and/or rollover of capital projects into Fiscal Year 2024. For the funds included, as a result of the amendment, the budgeted fund balances increased by \$16,573,933.			
Additional Analysis			
Fiscal Impact Summary			
	<u>Current Budget</u>	<u>Proposed Amendments</u>	<u>Ending Budget</u>
Total Revenues	\$ 103,342,397	\$ 1,581,209	\$ 104,923,606
Total Expenses	\$ 135,762,021	\$ (14,992,724)	\$ 120,769,297
Fiscal Impact	Fund Number and Description		Available Budget Amount
Exhibits Attached (copies of original agreements)			
1.	Resolution 2023-048R	Resolution 2023-048R.pdf	



**CITY OF CLERMONT
RESOLUTION NO 2023-048R**

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

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

GENERAL FUND

Department or Section Description	2023 Current Budget	Proposed Budget Amendment	Total 2023 Revised Budget
Ad Valorem Taxes	\$ 20,243,049	\$ (14,011)	\$ 20,229,039
Other Taxes	\$ 6,730,000	\$ 460,092	\$ 7,190,092
Permits, Fees & Special Assess	\$ 4,262,500	\$ 435,151	\$ 4,697,651
Intergovernmental	\$ 6,158,589	\$ (143,672)	\$ 6,014,917
Charges For Services	\$ 2,942,384	\$ 232,379	\$ 3,174,762
Fines & Forfeitures	\$ 65,300	\$ 2,468	\$ 67,768
Miscellaneous	\$ 1,399,620	\$ 231,299	\$ 1,630,919
Other Sources	\$ 2,315,000	\$ (451,355)	\$ 1,863,645
Revenue Total	\$ 44,116,442	\$ 752,352	\$ 44,868,794
City Council	\$ 58,435	\$ -	\$ 58,435
City Clerk	\$ 529,575	\$ (39,000)	\$ 490,575
City Manager	\$ 882,245	\$ (22,000)	\$ 860,245
Finance	\$ 1,439,980	\$ (91,000)	\$ 1,348,980
Legal Services	\$ 165,000	\$ -	\$ 165,000
Planning & Dev Svcs	\$ 1,004,172	\$ 65,153	\$ 1,069,324
Information Technology	\$ 1,053,111	\$ (54,000)	\$ 999,111
Other General Gov	\$ 305,628	\$ (43,000)	\$ 262,628
Police	\$ 13,175,756	\$ (1,182,185)	\$ 11,993,571
Fire	\$ 16,004,664	\$ (1,606,000)	\$ 14,398,664
Fire Inspection	\$ 343,420	\$ 6,960	\$ 350,380
Streets / Transp Maintenance	\$ 1,218,927	\$ (40,570)	\$ 1,178,357
Grounds Maintenance	\$ 1,761,186	\$ (61,855)	\$ 1,699,331
Fleet	\$ 479,841	\$ (27,760)	\$ 452,081
Engineering / Inspections	\$ 116,317	\$ -	\$ 116,317
Facilities Maintenance	\$ 1,067,489	\$ (27,000)	\$ 1,040,489



CITY OF CLERMONT
RESOLUTION NO 2023-048R

Economic Development	\$	128,393	\$	12,000)	\$	116,393
Human Resources	\$	583,197	\$	(58,995)	\$	524,202
Procurement Svcs	\$	400,309	\$	-	\$	400,309
Recreation Programs	\$	1,282,202	\$	212,560)	\$	1,069,642
Historic Village	\$	84,619	\$	36,615	\$	121,234
Events	\$	806,218	\$	(28,000)	\$	778,218
Arts & Recreation	\$	1,322,766	\$	(47,730)	\$	1,275,036
Performing Arts Center	\$	909,535	\$	(40,000)	\$	869,535
Transfers Out	\$	1,133,718	\$	2,250,000	\$	3,383,718
Expense Total	\$	46,256,701	\$	(1,234,928)	\$	45,021,774

POLICE DEPT FORFEITURE FUND

Department or Section Description	2023 Current Budget	Proposed Budget Amendment	Total 2023 Revised Budget
State Grants	\$ 16,200	\$ -	\$ 16,200
Judgements & Fines	\$ 46,001	\$ 32,912	\$ 78,913
Transfer In	\$ 92,727	\$ -	\$ 92,727
Revenue Total	\$ 154,928	\$ 32,912	\$ 187,840
Police	\$ 46,790	\$ -	\$ 46,790
Expense Total	\$ 46,790	\$ -	\$ 46,790

TREE FUND

Department or Section Description	2023 Current Budget	Proposed Budget Amendment	Total 2023 Revised Budget
Transfer In	\$ 322,516	\$ -	\$ 322,516
Revenue Total	\$ 322,516	\$ -	\$ 322,516
Grounds Maintenance	\$ -	\$ 2,500	\$ 2,500
Expense Total	\$ -	\$ 2,500	\$ 2,500



CITY OF CLERMONT
RESOLUTION NO 2023-048R

BUILDING SERVICES FUND

Department or Section Description	2023 Current Budget	Proposed Budget Amendment	Total 2023 Revised Budget
Building Permits	\$ 1,535,000	\$ 237,748	\$ 1,772,748
Licenses & Permits	\$ 110,000	\$ 30,250	\$ 140,250
Other Charges for Svcs	\$ 4,200	\$ -	\$ 4,200
Interest	\$ 2,000	\$ -	\$ 2,000
Revenue Total	\$ 1,651,200	\$ 267,998	\$ 1,919,198
Building Services	\$ 2,068,949	\$ (258,124)	\$ 1,810,825
Expense Total	\$ 2,068,949	\$ (258,124)	\$ 1,810,825

INFRASTRUCTURE FUND

Department or Section Description	2023 Current Budget	Proposed Budget Amendment	Total 2023 Revised Budget
Sales & Use Taxes	\$ 5,000,000	\$ 210,000	\$ 5,210,000
Interest	\$ 2,000	\$ -	\$ 2,000
Revenue Total	\$ 5,002,000	\$ 210,000	\$ 5,212,000
City Manager	\$ 6,010	\$ -	\$ 6,010
Informatio Technology	\$ 128,611	\$ (35,000)	\$ 93,611
Other General Government	\$ -	\$ -	\$ -
Police	\$ 1,240,890	\$ (514,000)	\$ 726,890
Fire	\$ 690,766	\$ 7,093	\$ 697,859
Fire Inspection	\$ 24,253	\$ (24,000)	\$ 253
Streets / Trans Maintenance	\$ 854,720	\$ (184,507)	\$ 670,213
Facilities Maintenance	\$ 312,100	\$ (109,895)	\$ 202,205
Recreation	\$ 192,485	\$ -	\$ 192,485
Events / CCC / Waterfront	\$ 133,665	\$ -	\$ 133,665
Arts & Recreation Center ARC	\$ 503,827	\$ 10,000	\$ 513,827
Transfers Out	\$ 2,030,520	\$ -	\$ 2,030,520
Expense Total	\$ 6,117,846	\$ (850,309)	\$ 5,267,537



CITY OF CLERMONT
RESOLUTION NO 2023-048R

CEMETERY FUND

Department or Section Description	2023 Current Budget	Proposed Budget Amendment	Total 2023 Revised Budget
Interest	\$ 2,000	\$ -	\$ 2,000
Sale of Fixed Assets	\$ 145,000	\$ 58,300	\$ 203,300
Contributions & Reimb	\$ 6,000	\$ 1,502	\$ 7,502
Revenue Total	\$ 153,000	\$ 59,802	\$ 212,802
Grounds Maintenance	\$ 226,780	\$ 225,685	\$ 452,465
Expense Total	\$ 226,780	\$ 225,685	\$ 452,465

RECREATION IMPACT FUND

Department or Section Description	2023 Current Budget	Proposed Budget Amendment	Total 2023 Revised Budget
Impact Fees	\$ 2,577,004	\$ (277,853)	\$ 2,299,151
Interest	\$ 4,000	\$ -	\$ 4,000
Revenue Total	\$ 2,581,004	\$ (277,853)	\$ 2,303,151
Grounds Maintenance	\$ 9,329	\$ -	\$ 9,329
Recreation	\$ 20,000	\$ -	\$ 20,000
Arts & Recreation Center ARC	\$ 120,000	\$ (2,400)	\$ 117,600
Transfers Out	\$ 569,605	\$ -	\$ 569,605
Expense Total	\$ 718,934	\$ (2,400)	\$ 716,534

POLICE IMPACT FUND

Department or Section Description	2023 Current Budget	Proposed Budget Amendment	Total 2023 Revised Budget
Impact Fees	\$ 914,482	\$ (181,910)	\$ 732,572
Interest	\$ 2,000	\$ -	\$ 2,000
Revenue Total	\$ 916,482	\$ (181,910)	\$ 734,572
Police	\$ 714,154	\$ (192,535)	\$ 521,619
Transfers Out	\$ 14,765	\$ (4,900)	\$ 9,865
Expense Total	\$ 728,919	\$ (197,435)	\$ 531,484



CITY OF CLERMONT
RESOLUTION NO 2023-048R

FIRE IMPACT FUND

Department or Section Description	2023 Current Budget	Proposed Budget Amendment	Total 2023 Revised Budget
Impact Fees	\$ 1,211,769	\$ (249,855)	\$ 961,914
Interest	\$ 2,000	\$ -	\$ 2,000
Revenue Total	\$ 1,213,769	\$ (249,855)	\$ 963,914
Fire	\$ 50,514	\$ 10,000	\$ 60,514
Fire Inspection	\$ -	\$ 2,200	\$ 2,200
Expense Total	\$ 50,514	\$ 12,200	\$ 62,714

ARPA FUND

Department or Section Description	2023 Current Budget	Proposed Budget Amendment	Total 2023 Revised Budget
Planning & Development Svcs	\$ 744	\$ -	\$ 744
Transfers Out	\$ 5,750,000	\$ (2,750,000)	\$ 3,000,000
Expense Total	\$ 5,750,744	\$ (2,750,000)	\$ 3,000,744

CAPITAL PROJECTS FUND

Department or Section Description	2023 Current Budget	Proposed Budget Amendment	Total 2023 Revised Budget
Transfer In	\$ -	\$ 2,500,000	\$ 2,500,000
Revenue Total	\$ -	\$ 2,500,000	\$ 2,500,000
Facilities Maintenance	\$ 7,707,368	\$ (525,181)	\$ 7,182,187
Economic Development	\$ 1,492,976	\$ (249,940)	\$ 1,243,036
Expense Total	\$ 9,200,344	\$ (775,121)	\$ 8,425,223



CITY OF CLERMONT
RESOLUTION NO 2023-048R

WATER FUND

Department or Section Description	2023 Current Budget	Proposed Budget Amendment	Total 2023 Revised Budget
Licenses & Permits	\$ 15,000	\$ 1,695	\$ 16,695
Physical Environment	\$ 8,600,000	\$ 1,091,821	\$ 9,691,821
Interest	\$ 58,000	\$ (51,000)	\$ 7,000
Sale of Fixe Assets	\$ 2,500	\$ -	\$ 2,500
Sale of Surplus Materials	\$ 5,000	\$ -	\$ 5,000
Contributions & Reimb	\$ 6,000	\$ 13,672	\$ 19,672
Other Miscellaneous	\$ 350,000	\$ 9,910	\$ 359,910
Transfer In	\$ 2,331,319	\$ (1,010,000)	\$ 1,321,319
Revenue Total	\$ 11,367,819	\$ 56,098	\$ 11,423,917
Water	\$ 12,640,476	\$ (2,882,981)	\$ 9,757,495
Transfers Out	\$ 1,310,500	\$ (378,500)	\$ 932,000
Expense Total	\$ 13,950,976	\$ (3,261,481)	\$ 10,689,495

SEWER FUND

Department or Section Description	2023 Current Budget	Proposed Budget Amendment	Total 2023 Revised Budget
Physical Environment	\$ 9,526,119	\$ (200,000)	\$ 9,326,119
Interest	\$ 40,000	\$ (33,000)	\$ 7,000
Sale of Surplus Materials	\$ -	\$ 20	\$ 20
Transfer In	\$ 2,339,258	\$ (1,246,000)	\$ 1,093,258
Revenue Total	\$ 11,905,377	\$ (1,478,980)	\$ 10,426,397
Sewer	\$ 15,926,755	\$ (4,536,954)	\$ 11,389,801
Transfers Out	\$ 1,250,000	\$ (318,000)	\$ 932,000
Expense Total	\$ 17,176,755	\$ (4,854,954)	\$ 12,321,801



CITY OF CLERMONT
RESOLUTION NO 2023-048R

WATER IMPACT FUND

Department or Section Description	2023 Current Budget	Proposed Budget Amendment	Total 2023 Revised Budget
Impact Fees	\$ 1,442,447	\$ 90,505	\$ 1,532,952
Transfer In	\$ 3,000	\$ -	\$ 3,000
Revenue Total	\$ 1,445,447	\$ 90,505	\$ 1,535,952
Water	\$ 2,252,004	\$ (366,000)	\$ 1,886,004
Transfers Out	\$ 724,562	\$ (503,000)	\$ 221,562
Expense Total	\$ 2,976,566	\$ (869,000)	\$ 2,107,566

SEWER IMPACT FUND

Department or Section Description	2023 Current Budget	Proposed Budget Amendment	Total 2023 Revised Budget
Impact Fees	\$ 3,351,582	\$ 517,764	\$ 3,869,346
Interest	\$ 15,000	\$ (15,000)	\$ -
Revenue Total	\$ 3,366,582	\$ 502,764	\$ 3,869,346
Sewer	\$ 3,594,604	\$ 2,148,292	\$ 5,742,896
Transfers Out	\$ 6,215,682	\$ -	\$ 6,215,682
Expense Total	\$ 9,810,286	\$ 2,148,292	\$ 11,958,578

STORMWATER FUND

Department or Section Description	2023 Current Budget	Proposed Budget Amendment	Total 2023 Revised Budget
Local Grants	\$ 250,000	\$ (220,000)	\$ 30,000
Physical Environment	\$ 1,900,000	\$ 50,000	\$ 1,950,000
Interest	\$ 2,000	\$ 750	\$ 2,750
Sale of Surplus Materials	\$ -	\$ 5	\$ 5
Contributions & Reimb	\$ -	\$ 40	\$ 40
Transfer In	\$ 2,000,000	\$ (850,000)	\$ 1,150,000
Revenue Total	\$ 4,152,000	\$ (1,019,205)	\$ 3,132,795



CITY OF CLERMONT
RESOLUTION NO 2023-048R

Stormwater	\$	4,497,745	\$	(1,643,948)	\$	2,853,797
Expense Total	\$	4,497,745	\$	(1,643,948)	\$	2,853,797

SANITATION FUND

Department or Section Description	2023 Current Budget	Proposed Budget Amendment	Total 2023 Revised Budget
Physical Environment	\$ 4,200,000	\$ 67,914	\$ 4,267,914
Interest	\$ 15,000	\$ -	\$ 15,000
Sale of Fixed Assets	\$ 2,000	\$ -	\$ 2,000
Sale of Surplus Materials	\$ 5,000	\$ (4,000)	\$ 1,000
Revenue Total	\$ 4,222,000	\$ 63,914	\$ 4,285,914
Sanitation	\$ 6,922,738	\$ (684,701)	\$ 6,238,037
Expense Total	\$ 6,922,738	\$ (684,701)	\$ 6,238,037

HEALTH INSURANCE FUND

Department or Section Description	2023 Current Budget	Proposed Budget Amendment	Total 2023 Revised Budget
General Government	\$ 7,373,726	\$ 286,300	\$ 7,660,026
Interest	\$ 1,000	\$ -	\$ 1,000
Contributions & Reimb	\$ 188,000	\$ 91,367	\$ 279,367
Other Miscellaneous	\$ -	\$ -	\$ -
Transfer In	\$ 375,000	\$ (125,000)	\$ 250,000
Revenue Total	\$ 7,937,726	\$ 252,667	\$ 8,190,394
Other General Government	\$ 6,453,854	\$ 1,000	\$ 6,454,854
Expense Total	\$ 6,453,854	\$ 1,000	\$ 6,454,854



CITY OF CLERMONT
RESOLUTION NO 2023-048R

DEBIT SERVICE FUND

Department or Section Description	2023 Current Budget	Proposed Budget Amendment	Total 2023 Revised Budget
Interest	\$ 750	\$ -	\$ 750
Transfer In	\$ 2,833,355	\$ -	\$ 2,833,355
Revenue Total	\$ 2,834,105	\$ -	\$ 2,834,105
Debt Service	\$ 2,806,580	\$ -	\$ 2,806,580
Expense Total	\$ 2,806,580	\$ -	\$ 2,806,580



CITY OF CLERMONT
RESOLUTION NO 2023-048R

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 28th day of November, 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, November 28, 2023		
Agenda Item Name		
Single/Sole Source Agreement Approval <i>Crime Mitigation Network</i>		
Requested Action		
Requesting approval of single/sole source service agreement with FUSUS for the Clermont Police Department.		
Staff Report		
FUSUS creates a unified public-private crime mitigation network. This program can remove barriers created by disparate technology systems by fusing all private and public video, data, sensor, and CAD sources into a common operating picture. It can also unify public and private camera assets while maintaining policy-based access to real-time video. This means camera owners decide when and with whom their feeds are shared. Our Officers will have enhanced situational awareness by combining live alerts, ALPR, and more into a single pane of glass. This will give our officers a unified view of all cameras, including internal building cameras, accessible from their mobile devices. This program will assist in effectively managing our resources by enabling greater remote command and control of all first responders and their live locations. Police, Fire, EMS, and Public Works are all available within one map, creating a common operating picture. The program's initial cost is \$32,800 for the first year, \$31,000 for the second year, and \$31,000 for the third year for a total contract cost of \$94,800. The Procurement Services Department issued a Request for Interest (RFI) number 24-031 to verify whether the specifications for the commodity specified are non-restrictive and capable of being met by more than one company. The City of Clermont Procurement Policy provides that a purchase may be made without competition when there is only one source for the required product or service. Therefore, a single/sole source purchase is justified if there is only one product or service that can reasonably meet the City's needs and only one company can provide such a product or service. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Procurement Services Department received no interest. Based on this, staff recommends that the City Council approve the single/sole source purchase.		
Additional Analysis		
Fiscal Impact Summary		
The fiscal impact of \$32,800 is included in the current year's approved budget. The current fiscal year has an available remaining budget of \$37,800.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$32,800.00	15521-55219 FUSUS Platform	\$32,800.00
Exhibits Attached (copies of original agreements)		
1. FUSUS Agreement	FUSUS Agreement.pdf	
2. RFI 24-031	RFI 24-031.pdf	
3. FUSUS 11-16-2024	FUSUS 11-16-2024.pdf	



November 1, 2023

Chief Charles Broadway
Clermont Police Department
3600 South Highway 27
Clermont, Florida 34711

Subject: Service Agreement Proposal

Dear Chief Broadway,

Fusus is honored that the Clermont Police Department is considering our organization to support its community safety initiatives by providing a platform to view public and community video sources for incident situational awareness and investigations.

Fusus will provide a video and data collaboration platform to expedite intelligence gathering and efficiency of response to situations as they unfold throughout the community. Further, the platform is tied to a community-facing website portal for video camera registry, providing a tool for identifying the location of cameras in proximity to incidents, as well as a means for efficient outreach to collect recorded video and image files from camera owners both public and private.

This Service Agreement Proposal and related software subscription will become effective upon signing and continue for thirty-six (36) months.

1. Initial Scope of Work: The following fusus Partner Package software and associated hardware will be delivered and installed as part of this agreement.
 - a. fususONE™: Initial setup, access and training of users to include up to 50 Clermont Police Department owned video feeds and unlimited access to cameras shared with you from the Lake County Sheriff's Office.
 - b. fususCORE™: The following Fusus Core Appliance will be shipped to the customer and configured remotely:
 - i. Three (3) fususCORE Pro™ Appliances
 - c. fususREGISTRY™: Creation of a custom website portal for community members to register privately owned cameras
 - d. fususVAULT™: Implementation of a CJIS compliant evidence vault for the storage of up to 1TB of videos and still images captured via the fususONE™ platform
 - e. fususOPS™: Implementation of our smart-phone app which provides viewing of live camera feeds and setting up and transmitting the location of teams for special events and critical incident management
 - f. fususCONNECT Microsite: Development of an agency specific website landing page to assist with building camera registration and integration of community video assets
 - g. fususINCIDENT™: Implementation of the Fusus Situational Awareness system for bi-directional telestration, icon marking, floorplan room clearing, planning, and resource staging from Emergency Operation Center workstations and mobile field-based users on laptops and iOS/Android mobile devices
 - h. Remote Configuration of fusus Core(s)

- i. Integration of Computer Aided Dispatch, AVL, drone feeds, covert cameras, and license plate readers as required

Note: fūsus™ will provide continuing data and IoT integrations at no additional charge for the life of the agreement

2. Payment and Subscription Terms:

a. Payment 1: Due Upon Contract Signing	\$32,800
b. Payment 2: Due Upon 1 st Anniversary of Contract Signing	\$31,000
c. Payment 3: Due Upon 2 nd Anniversary of Contract Signing	\$31,000

Invoices for payments 2 and 3 will be sent 60 days prior to their respective due dates.

3. Bill of Materials Included with the Service: As part of the annual subscription price, each system will include the following:

- a. fūsusONE™ SaaS
- b. Unlimited video alerts, access, and video download
- c. fūsusCORE™ warranty and technical support for the life of the agreement
- d. Unlimited fūsusOPS Application for Android and iOS Devices

Subscription to fūsusONE™ includes all the following:

- a. Unlimited Users for Your Agency to fūsusONE™ – Real-Time Crime Center in the Cloud
- b. Unlimited Access for Your Agency to the fūsusONE™ Dashboard
- c. Floorplan Integration for designated locations in fūsusONE™
- d. Ongoing Integration Services with the CAD System
- e. Installation and Technical Phone Support
- f. Provide a Full Solution Warranty for the Life of the Agreement
- g. Live U.S.-Based Phone Technical Support for the Life of the Agreement

4. Technical Requirements:

- a. Camera live-sharing compatibility will be assessed for each location before CORE delivery.
- b. The customer will designate a primary POC for the deployment of the fūsus™ solution.
- c. Minimum network speed of .5 mb/s per viewed camera for live video sharing through the system.

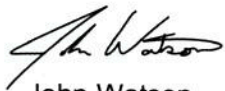
5. Terms and Conditions:

The use of and access to fūsus™ products and services is subject to the fūsus™ Terms of Service found at <https://www.fusus.com/fusus-terms-of-service>.

The Termination for Convenience Clause Asserts that the customer may, at its sole discretion, terminate the agreement with 30 days of written notice to Fūsus. Services will be reimbursed on a pro-rated basis from the last day of the term through the agreement's remainder. The cost of any unreturned or unserviceable fūsusCORE(s), as listed above in Section 2, will be deducted from the refund.

We are privileged to work with you on this project. Should you have any questions at any time, please feel free to call (765) 237-1769 or email me at jdww@fus.us.

Respectfully,



John Watson
Vice President of Sales

Approved (Signature): _____

By (Print Name/Title): _____ Date _____



Clermont Police Department

Clermont Police Department FL

3600 South Highway 27
Clermont, Florida 34711

Charles Broadway

Chief of Police
cbroadway@clermontfl.org
352-394-5588

Reference: 20231101-141953154

Quote created: November 1, 2023

Quote expires: December 29, 2023

Quote created by: Chip Bohannon

Public Safety Advisor

btb@fusus.com

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
Fusus Partner Agency SaaS Requires affiliation to at least one Primary Agency subscriber. Partner Agency receives unlimited Primary Agency(s) shared cameras into their system. Integration of the Partner Agency's cameras require additional CORE purchases at published prices.	PARTNER-1001	1	\$15,000.00 / year	\$15,000.00 / year for 3 years
Partner Agency Camera Stream SaaS SaaS Subscription to Include 25 Data Points/Video Streams and 1 TB of Cloud Storage	PARTNER-CS-1001	2	\$7,500.00 / year	\$15,000.00 / year for 3 years
fususCONNECT Microsite Development of an agency specific website landing page to assist with building camera registration and integration of community video assets	FUS-S-SITE	1	\$1,000.00 / year	\$1,000.00 / year for 3 years

Item & Description	SKU	Quantity	Unit Price	Total
Core Pro Appliance	CORE-P-2001	3	\$600.00	\$1,800.00
			Total	\$32,800.00

Purchase terms

Questions? Contact me!



Chip Bohannon
Public Safety Advisor
btb@fusus.com

Fusus, Inc.
5550 Triangle Parkway
Peachtree Corners, Georgia 30092
United States of America



smash silos. fuse communities.

November 1, 2023

Chief Charles Broadway
Clermont Police Department
3600 South Highway 27
Clermont, Florida 34711

Dear Chief Broadway,

Fusus is the only manufacturer that builds a common operating platform that does not require a complete replacement of video cameras, recorders, servers, or network equipment at video transmitting locations. As such, the solution is robust yet fast and cost efficient to deploy and requires minimal supervision on the part of the Department.

FususONE™, the Company's flagship enterprise software management system, is the only platform of its kind on the market and there are no comparable market alternatives that meet the specifications set forth in this letter. Accordingly, the product has met the criteria set by over 200 Nationwide Departments under contract with Fusus for a sole source procurement methodology.

Referenced in this letter are the components of the Fusus ecosystem. These are: (1) fususONE™, the Real-Time Video and Incident Management Platform, (2) fususCORE™, the appliance used for video sharing, and (3) fususCONNECT™, the community facing portal for registry, live and recorded video sharing to aid in response and investigations.

The fususONE™ platform offers the following unique capabilities to your Department:

- Patented "Dispatch-Directed Payload" digital media payload sharing with assigned Officers for Calls for Service (Patent Number US11368586B2)
- Patented SMS-Based fususTIPS™ and fususALERT™ (Patent Number US20220076556A1) for multi-media photo, video, and text-based tip sharing from Department employees, community members, and police officers to better assess field based issues as they arise, and an iOS and Android-based panic alert application for alert, location, and policy-based sharing of the closest available surveillance camera assets to the source of the alert.
- Unlimited Third-Party Integrations are included at no cost from Fusus, allowing the value and functionality of the Fusus-ecosystem to grow with the needs of the Department.
- Global map-based GUI of all camera locations, and organizations partnered with the Department for sharing.
- Full Integration with Axon Body 3™ and 4 Body-Worn Cameras (BWCs) – including capabilities unique to Fusus for correlation of Officer location, BWC recording status, access to BWC live streaming video, user authentication and correlation to other video and alerting assets through the platform.
- Real-time video accessibility to over 1,000 camera and camera software manufacturers, including UAV, Robot, Helicopter and other public safety video assets that may already be in use
- CJIS Compliant Cloud Based Management (AWS Gov Cloud)
- Policy-Based Sharing rules engine including a complete chain of custody report of video access by user
- Real Time Integration with the Agency's Computer Aided Dispatch Software (CAD) for automatic display of calls for service in relation to live and recorded video based on priority and type
- Apple iOS and Android App for Live and Recorded View and Sharing of Incident Video, Map Telestration for Team Incident Response and Team Movement Coordination, and a Secure Chat of Digital Media by supervisors to field-based users and groups

- Artificial Intelligence “Search” (rapid object-based video review), “Sentry” (real-time object-based alerting), and “Self-Serve” (behavioral AI for high-risk actions like wrong way traffic) capabilities
- An Operational Dashboard for monitoring secure chat channels between Agency and business community stakeholders, social media integration, local and national news channels, daily operational briefs promulgated by the Agency, and emergency and safety-related notifications
- fūsusOVERWATCH™ (patent pending) for the correlation of video cameras in relation to a single camera for high speed pursuit monitoring via map based interface
- A fūsusALERT™ panic alerting mobile app for Department-designated community member locations for location alerting and policy-based video sharing during critical incidents
- fūsusNOTIFY™ mass notification capabilities for community SMS alerts
- fūsusANALYTICS™: Crime and incident heat mapping capabilities to provide location and day of week/time of day frequency analytics over specified search periods for data-driven decision making.
- fūsusCONNECT Microsite: Development of an agency specific website landing page to assist with building camera registration and integration of community video assets
- fūsusINCIDENT™: Implementation of the Fūsus Situational Awareness system for bi-directional telestration, icon marking, floorplan room clearing, planning, and resource staging from Emergency Operation Center workstations and mobile field-based users on laptops and iOS/Android mobile devices
- fūsusLIVELINK™: Provision of Fūsus live link system which allows 911 callers to initiate a camera stream in the event of an emergency to the Department, along with a one-to-many methodology for secure and encrypted responder-group sharing during an emergency
- fūsusLISTEN™: Allows live access and playback of 911 calls to allow officers in the field to understand the content, context and nature of the 911 calls
- fūsusINVESTIGATE™: search, analyze and 911 call data, Officer and Vehicle AVL data, RMS data, video and other digital media in a specific area for investigative insights and link analysis
- fūsusGLOBAL™: aggregate and display multiple video, alert, and computer aided dispatch (CAD) vendors onto a single pane of glass to visualize regionally across multiple agencies or across a large number of security operations centers globally for situational awareness

The fūsusCORE™ offers the following unique capabilities to your Department:

- Encrypted and Secure Tunnel of User selectable video feeds from video sharing locations.
- Auto-Discovery of all cameras on a network, user selectable for sharing with the Department’s real-time crime interface, fūsusONE
- On-Board Pre-Record of Alerts – store and forward methodology optimized for slower camera host networks
- Plug and Play Setup by the video host locations, not requiring project management by the Department
- Interoperability with Existing IP Cameras and NVRs/Servers for items such as helicopter, drone, tactical robot, license plate recognition, and fixed location video
- Health Monitoring of video sharing sites, and exception alerts for priority video sources
- Public Safety-specific cellular interoperability, including First Net
- Artificial Intelligence Based Search & Alert Capabilities for both public and community-owned camera sources

The fūsusCONNECT™ website portal offers the following unique capabilities to your Department:

- A unique web address owned by your Department for Community Camera Registry
- An intuitive map-based camera registry interface that allows camera owners to share camera location, type, and their contact information with the Department, to aid in investigations

- A secure portal, fususVAULT™, for sharing recorded video from witnesses with the Department and to aid in investigations
- Aggregation of all live incident views and recorded video into a case file for export to the Department's long-term digital evidence management software (DEMS) system, including Axon's Evidence.com.

Fusus is the sole entity with the authority, access, and ability to provide enhancements, upgrades, and warranty support for its hardware and software products.

Sincerely,

A handwritten signature in black ink that reads "Anthony Baldoni". The signature is written in a cursive, flowing style.

Anthony Baldoni
Chief Operating Officer
Fusus, Inc.



Clermont Police Department

Clermont Police Department FL

3600 South Highway 27
Clermont, Florida 34711

Charles Broadway

Chief of Police
cbroadway@clermontfl.org
352-394-5588

Reference: 20231101-141953154

Quote created: November 1, 2023

Quote expires: December 29, 2023

Quote created by: Chip Bohannon

Public Safety Advisor

btb@fusus.com

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
Fusus Partner Agency SaaS Requires affiliation to at least one Primary Agency subscriber. Partner Agency receives unlimited Primary Agency(s) shared cameras into their system. Integration of the Partner Agency's cameras require additional CORE purchases at published prices.	PARTNER-1001	1	\$15,000.00 / year	\$15,000.00 / year for 3 years
Partner Agency Camera Stream SaaS SaaS Subscription to Include 25 Data Points/Video Streams and 1 TB of Cloud Storage	PARTNER-CS-1001	2	\$7,500.00 / year	\$15,000.00 / year for 3 years
fususCONNECT Microsite Development of an agency specific website landing page to assist with building camera registration and integration of community video assets.	FUS-S-SITE	1	\$1,000.00 / year	\$1,000.00 / year for 3 years

Item & Description	SKU	Quantity	Unit Price	Total
Core Pro Appliance	CORE-P-2001	3	\$600.00	\$1,800.00
			Total	\$32,800.00

Purchase terms

Questions? Contact me!



Chip Bohannon
Public Safety Advisor
btb@fusus.com

Fusus, Inc.
5550 Triangle Parkway
Peachtree Corners, Georgia 30092
United States of America



REQUEST FOR INFORMATION

RFI 24-031

JUSTIFICATION OF SOLE SOURCE ACQUISITION FROM FUSUS

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

RELEASE DATE: November 7, 2023

DEADLINE FOR QUESTIONS: November 15, 2023

RESPONSE DEADLINE: November 15, 2023, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Clermont
REQUEST FOR INFORMATION
Justification of Sole Source Acquisition from FUSUS

- I. Introduction
- II. Response Procedures.....
- III. Sole/Single Source.....

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

Justification of Sole Source Acquisition from FUSUS

1.2. Contact Information

John Graczyk

Deputy Chief

3600 South US 27

CLERMONT, FL 34711

Email: jgraczyk@clermontfl.org

Phone: [\(352\) 536-8410](tel:(352)536-8410)

Department:

Police

1.3. Timeline

Solicitation Release Date	November 7, 2023
Question Deadline	November 15, 2023, 12:00pm
Response Deadline	November 15, 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. Justification of Single/Sole Source Acquisition

This Request for Information (RFI) is intended to verify whether the specifications for the commodity specified are non-restrictive and capable of being met by more than one company. **This is not an invitation to submit a bid or quote.** This notice will be posted for seven (7) business days.

The City of Clermont Purchasing Policy provides that a purchase may be made without competition when there is only one source for the required product or service. Therefore a single/sole source purchase is justified if there is only one product or service that can reasonably meet the City's needs and there is only one company that can provide such a product or service.

Single/Sole Source Information

- A. Company Name: FUSUS
- B. Product or Service Provided: FUSUS Parnter Agency SaaS, Camera Stream SaaS, fusus CONNECT website
- C. Estimated Annual Expenditure: \$31,000
- D. Single/Sole Source Justification: No competitive product exists or is available from another vendor.

Action to be Taken

No action is required if you agree the proposed purchase is a valid single/sole source. If you disagree that the justification for single/sole source purchase is valid, please upload information regarding the company's ability to provide the product or service described. **Do not 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 approval of the commodity offered by the respondent.

3. Sole/Single Source

3.1. 1. Upload information regarding your company's ability to provide the product or service described.*

*Response required

SOLE SOURCE JUSTIFICATION

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

SECTION A - SOLE SOURCE PURCHASE:

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

Supplies/Services Required (be specific):

Company Name: FUSUS

Employee Name: Chip Bohannon

Ph: 404-578-0513

Requested by: John Graczyk

Dept.: Police

Department Director: Chief Charles Broadway

Dept.: Police

Estimated Annual Expenditure: \$31,000

Account Codes: 15521 55219

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

X

AVAILABILITY/ONE OF A KIND:

No competitive product exists or is available from another vendor.

COMPATIBILITY:

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

REPLACEMENT/MAINTENANCE:

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

OTHER:

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

SECTION B - REQUESTER CERTIFICATION:

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

(Signature of Requester)

(Date)

(Signature of Department Director)

(Date)

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

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

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

Do not concur for the following reason(s):

(Signature of Procurement Services Director)

(Date)



November 1, 2023

Chief Charles Broadway
Clermont Police Department
3600 South Highway 27
Clermont, Florida 34711

Subject: Service Agreement Proposal

Dear Chief Broadway,

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 - h. Remote Configuration of fusus Core(s)

We are privileged to work with you on this project. Should you have any questions at any time, please feel free to call (765) 237-1769 or email me at jdw@fusus.com.

Respectfully,



John Watson
Vice President of Sales

Approved (Signature): _____

By (Print Name/Title): _____ Date _____

Item & Description	SKU	Quantity	Unit Price	Total
Core Pro Appliance	CORE-P-2001	3	\$600.00	\$1,800.00
			Total	\$32,800.00

Purchase terms

Questions? Contact me!



Chip Bohannon
Public Safety Advisor
btb@fusus.com

Fusus, Inc.
5550 Triangle Parkway
Peachtree Corners, Georgia 30092
United States of America



Clermont Police Department

Clermont Police Department FL

3600 South Highway 27
Clermont, Florida 34711

Charles Broadway

Chief of Police
cbroadway@clermontfl.org
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fususCONNECT Microsite Development of an agency specific website landing page to assist with building camera registration and integration of community video assets	FUS-S-SITE	1	\$1,000.00 / year	\$1,000.00 / year for 3 years



smash silos. fuse communities.

November 1, 2023

Chief Charles Broadway
Clermont Police Department
3600 South Highway 27
Clermont, Florida 34711

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FususONE™, the Company's flagship enterprise software management system, is the only platform of its kind on the market and there are no comparable market alternatives that meet the specifications set forth in this letter. Accordingly, the product has met the criteria set by over 200 Nationwide Departments under contract with Fusus for a sole source procurement methodology.

Referenced in this letter are the components of the Fusus ecosystem. These are: (1) fususONE™, the Real-Time Video and Incident Management Platform, (2) fususCORE™, the appliance used for video sharing, and (3) fususCONNECT™, the community facing portal for registry, live and recorded video sharing to aid in response and investigations.

The fususONE™ platform offers the following unique capabilities to your Department:

- Patented "Dispatch-Directed Payload" digital media payload sharing with assigned Officers for Calls for Service (Patent Number US11368586B2)
- Patented SMS-Based fususTIPS™ and fususALERT™ (Patent Number US20220076556A1) for multi-media photo, video, and text-based tip sharing from Department employees, community members, and police officers to better assess field based issues as they arise, and an iOS and Android-based panic alert application for alert, location, and policy-based sharing of the closest available surveillance camera assets to the source of the alert.
- Unlimited Third-Party Integrations are included at no cost from Fusus, allowing the value and functionality of the Fusus-ecosystem to grow with the needs of the Department.
- Global map-based GUI of all camera locations, and organizations partnered with the Department for sharing.
- Full Integration with Axon Body 3™ and 4 Body-Worn Cameras (BWCs) – including capabilities unique to Fusus for correlation of Officer location, BWC recording status, access to BWC live streaming video, user authentication and correlation to other video and alerting assets through the platform.
- Real-time video accessibility to over 1,000 camera and camera software manufacturers, including UAV, Robot, Helicopter and other public safety video assets that may already be in use
- CJIS Compliant Cloud Based Management (AWS Gov Cloud)
- Policy-Based Sharing rules engine including a complete chain of custody report of video access by user
- Real Time Integration with the Agency's Computer Aided Dispatch Software (CAD) for automatic display of calls for service in relation to live and recorded video based on priority and type
- Apple iOS and Android App for Live and Recorded View and Sharing of Incident Video, Map Telestration for Team Incident Response and Team Movement Coordination, and a Secure Chat of Digital Media by supervisors to field-based users and groups

- A secure portal, fususVAULT™, for sharing recorded video from witnesses with the Department and to aid in investigations
- Aggregation of all live incident views and recorded video into a case file for export to the Department's long-term digital evidence management software (DEMS) system, including Axon's Evidence.com.

Fusus is the sole entity with the authority, access, and ability to provide enhancements, upgrades, and warranty support for its hardware and software products.

Sincerely,

A handwritten signature in black ink that reads "Anthony Baldoni". The signature is written in a cursive, flowing style.

Anthony Baldoni
Chief Operating Officer
Fusus, Inc.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, November 28, 2023		
Agenda Item Name		
Professional Consulting Services Agreement		
Requested Action		
Staff Report		
In 2021, the City Council approved a new contract with Levey Consulting, LLC that provided for general planning consulting services for City projects and continued support of the master plan implementation as well as planning support for Wellness Way. The current contract agreement was extended to December of 2023. Staff is requesting to extend the contract for a two-year period, which has been accounted for in the FY2024 budget. Levey Consulting will provide two specific scopes of service. The first scope (Exhibit A) will be for the continued ongoing coordination of Wellness Way. This will include Project Administration, Plan Implementation, and Outreach Marketing. An interlocal agreement with Lake County is included, whereby the County will be funding half of the services provided by Levey Consulting, LLC. These services are directly related to the development of Wellness Way. The overall contract with Levey Consulting, LLC is for \$70,000. The interlocal agreement with the County will provide funding up to \$35,000 for the services provided for the continued development of Wellness Way. The second scope (Exhibit B) will be for the continued support of City Development Services. This will include Development/Permitting Process and Development Review Assistance. This service will cost \$2,500 per month or \$30,000 annually for FY2024.		
Additional Analysis		
Fiscal Impact Summary		
The Fiscal Year 2024 adopted budget includes adequate funding for the professional services agreement (Exhibit A and B) along with the reimbursement from the County for the Wellness Way portion. Department Account Codes: 10515-53100 and 10559-53100-95112		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Levey agreement 2024 final	Levey agreement 2024 final.doc	
2. Levey Agreement Exhibit A - 11-28-23	Levey Agreement Exhibit A - 11-28-23.docx	
3. Levey agreement Exh B - 11-28-23	Levey agreement Exh B - 11-28-23.docx	
4. Clermont Interlocal Second Amendment_final_11.13.2023	Clermont Interlocal Second Amendment_final_11.13.2023.pdf	

PROFESSIONAL
CONSULTANT SERVICES
AGREEMENT

THIS AGREEMENT, made this 28th day of November, 2023, between the City of Clermont, a Municipal Corporation of the State of Florida, (hereinafter referred to as the "CITY") and Levey Consulting, LLC, whose address is PO Box 560156-0156, Orlando, Florida 32856-0156 (hereinafter referred to as "CONSULTANT").

WITNESSETH

WHEREAS, the City is in need of qualified, professional consulting services to assist the City with multiple services with regard to planning and economic development area, including but not limited to providing strategic guidance, planning and development services for and on behalf of the City and Lake County and for the Wellness Way area and providing general services to the City's Planning Department.

NOW THEREFORE, in consideration of the covenants, representations and agreements herein contained, the parties agree as follows:

1. **SCOPE OF SERVICES:** The project and services provided hereunder shall be provided in accordance with any and all applicable laws and professional standards and shall be divided into two Tasks. Task One shall be the Wellness Way Area services provided on behalf of the City and Lake County and as more particularly described in and set forth in the Scope of Services attached hereto and incorporated herein as Exhibit "A". Task Two shall be City general planning services as assigned by the City Manager and as more particularly described in and set forth in the Scope of Services attached hereto and incorporated herein as Exhibit "B". The CITY agrees to and does engage CONSULTANT to perform the professional services as more particularly described in the Scope of Services set forth in Exhibits "A" and "B".

CONSULTANT agrees to assign Richard L. Levey, Ph.D., AICP to perform the assigned responsibilities and duties faithfully, intelligently, and to the best of their ability, and in the best interest of CITY and for Task One in the best interests of the City and Lake County during the term of this Agreement. All services provided shall be performed in accordance with this Agreement and with any and all applicable law, professional standards and guidelines. CITY may request CONSULTANT to make changes in the scope of services or make revisions to the work performed.

2. **AUTHORIZATION TO PROVIDE SERVICES:** CONSULTANT shall not be authorized to provide any services as set forth in the Scope of Services until such time as CONSULTANT has received written authorization from the City Manager, or his designee, to perform the specific tasks set forth therein. In the event that CONSULTANT commences any such services without such authorization, CONSULTANT expressly acknowledges that it shall not be entitled to compensation of any kind related to said services.

3. **COMPENSATION:**

a. The CITY agrees to and does engage CONSULTANT to perform the professional services for Task One as described in Exhibit “A” for compensation in the annual amount of Seventy Thousand (\$ 70,000) which may be increased as authorized by the City Manager. CONSULTANT shall bill CITY in installments no more frequently than one time per month and in accordance herewith.

b. The CITY agrees to and does engage CONSULTANT to perform the professional services for Task Two as described in Exhibit “B” for compensation in the amount of \$ 2,500 per month.

c. As a condition precedent to receiving payment, CONSULTANT shall have been authorized to proceed by CITY for the specific phase or sub-task, shall not be in default of any of the terms and conditions of this Agreement and shall provide to CITY an invoice. The invoice shall include a statement identifying the services provided in accordance with the Scope of Services.

d. All invoices submitted for compensation shall include a statement by CONSULTANT that states as follows:

This statement sets forth only actual time spent by the firm's employees and does not contain any unit billing, multipliers, or other devices that permit payment for more than actual time spent.

e. CITY shall pay all valid, approved and undisputed invoices within thirty (30) days of receipt from CONSULTANT. In the event that CITY disputes any invoice submitted, it shall advise CONSULTANT in writing and said invoice shall not be deemed due and payable under this agreement. Neither the CITY's review approval or acceptance of, nor payment for, any services provided hereunder shall be construed to operate as a waiver of any rights under this Agreement and the CONSULTANT shall be liable to CITY for any and all damages to CITY caused by the CONSULTANT's negligent or wrongful performance of any of the services furnished under this Agreement.

4. **TERM.** This Agreement shall take effect on December 7th, 2023 and shall continue for a period of twenty four (24) months, until December 6th, 2025, or the agreement is terminated as provided in Section 5 below. The term may be extended by mutual written consent of the parties.

5. **TERMINATION.**

a. The non-breaching party upon breach of the terms and conditions contained herein may terminate this Agreement.

b. CONSULTANT recognizes that the services to be provided as part of Task One and set forth in Exhibit "A" are provided as part of an Interlocal Agreement between the City and Lake County. A copy of the Interlocal Agreement is attached hereto and incorporated herein as Exhibit "C". In the event of expiration or termination of that Interlocal for any reason, the portion of this Agreement related to Task One, the services to be provided and the obligation of payment shall immediately terminate as of the effective date of the termination of the Interlocal Agreement. In the event of such termination, the portion of this Agreement related to Task Two, unless otherwise terminated as provided in this Section 5, shall remain and continue in full force and effect.

c. Additionally, CITY shall have the right to terminate the agreement, for any reason, upon thirty (30) days written notice to the CONSULTANT. In the event of termination, without cause, by the CITY pursuant to this section 5c, CONSULTANT shall be compensated in accordance with the services completed and accepted, as of the date of the termination and as set forth in the Scope of Services.

6. **RESPONSIBILITIES OF CONSULTANT.** In addition to all other responsibilities provided herein, CONSULTANT expressly understands and agrees that, through the above- referenced assigned personnel, it shall perform all the services required in the Scope of Services, and further agrees as follows:

a. CONSULTANT acknowledges that CITY and Lake County have entered into an Interlocal Agreement, Exhibit "C" hereto, related to the provision of services as set forth in Exhibit "A". CONSULTANT expressly agrees that to the extent that the terms or conditions as set forth in Exhibit "C" are applicable to CONSULTANT and the performance of services hereunder, those terms and conditions are incorporated herein, and CONSULTANT shall comply therewith to the fullest extent.

b. CONSULTANT shall provide at such frequency as may be determined by CITY, and at a minimally monthly, a report as to CONSULTANT's progress as to performance of the scope of services authorized hereunder.

c. CONSULTANT may retain subcontractors to provide any of the services contemplated herein. Said subcontractors shall be used at the sole expense of CONSULTANT, under the direct supervision of CONSULTANT and with the prior written approval of CITY.

d. CONSULTANT expressly acknowledges that any and all documents, plans, designs, reports, and specifications related to the project and acquired or created by CONSULTANT shall remain, at all times the property of CITY and CONSULTANT. CONSULTANT, therefore, shall preserve and maintain said records and shall immediately provide copies of them to CITY upon termination of this Agreement.

7. **RESPONSIBILITIES OF CITY.** The City shall provide full information, as reasonably directed by CONSULTANT, regarding the requirements of the project.

8. **AUTHORIZED REPRESENTATIVE OF THE CITY.** During the term of this Agreement, the City Manager shall be the designated representative authorized to act on behalf of the CITY, as provided by law, with respect to the project.

9. **INSURANCE PROVIDED BY CONSULTANT.**

a. Workers Compensation. CONSULTANT agrees to pay for and maintain in full force and effect all applicable workers compensation insurance as required by Federal and Florida Law.

b. Comprehensive Automobile Liability. CONSULTANT agrees to pay for and maintain in full force and effect at all times during the term of this Agreement, bodily injury and property damage liability insurance. The limits of said policies shall be in an amount approved by the CITY.

c. Proof of Insurance. The originals of the aforementioned policies of insurance, or certificates of the issuance thereof, shall be delivered to the CITY as evidence of the compliance by the CONSULTANT with the terms and provisions contained herein. Each of the said insurance policies shall be issued by a company or companies authorized to do business in the State of Florida and which have an A.M. Best Company Rating of "A" or better and a Financial Size Category of "VII" or as otherwise approved by CITY, in its sole discretion. Each policy shall name the CITY as an additional insured. The proof of insurance as provided herein, shall be delivered to CITY initially upon execution of this Agreement and thereafter, within thirty (30) days immediately following each renewal thereof.

d. Loss of Insurance. If during the period which an insurance company is providing the coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with any applicable Florida Law, or 3) fail to maintain the Best Rating and Financial Size Category, CONSULTANT shall, as soon as it has knowledge of any such circumstance, immediately notify CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until the CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to CITY, the CONSULTANT shall be deemed in default of this Agreement.

e. Insurance Coverage Not Limitation of Liability. The maintenance of insurance coverage as provided herein shall not be construed to limit or have the effect of limiting CONSULTANT's liability to CITY under the provision of any clause or paragraph contained in this Agreement.

10. **INDEMNIFICATION.** CONSULTANT agrees to hold harmless and indemnify, including attorney fees, CITY, its officers, employees and agents against any and all claims, losses, damages or lawsuits for damages, arising from or related to negligent acts, errors or omissions of the CONSULTANT.

11. **INDEPENDENT CONTRACTOR.** The parties agree that at all times and for all purposes within the scope of this Agreement, the relationship of CONSULTANT and CITY is that of an independent contractor.

12. **FORCE MAJEURE.** With regard to the performance hereunder, CONSULTANT shall not be deemed to be in default of this agreement, or have failed to comply with any term or conditions herein if, for reasons beyond CONSULTANT's reasonable control (including, without limitation, acts of God, natural disaster, labor unrest, war, declared or undeclared, the existence of injunctions or requirements for obtaining licenses, permits or other compliance with applicable laws, rules and regulations), such performance is not reasonably possible within such time periods, then the time for such performance shall be extended until removal of such reasons beyond CONSULTANT's reasonable control, provided that CONSULTANT commences such performance as soon as reasonably possible and diligently pursues such performance.

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

CONSULTANT:	Levey Consulting, LLC PO Box 560156-0156 Orlando, FL 32856-0156
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CITY:	Brian Bulthuis, City Manager City of Clermont 685 W. Montrose Street Clermont, FL 34711
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14. **PROHIBITION AGAINST CONTINGENT FEES.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of making of this agreement. For breach or violation of this provision, in addition to any and all remedies available to CITY, CITY shall have the right to terminate this agreement without liability and to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

15. **GENERAL PROVISIONS.**

a. Attorneys' Fees. In the event a suit or action is instituted to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to recover such sum as the Court may adjudge reasonable as attorneys' fees at trial or on any appeal, in addition to all other sums provided by law.

b. Waiver. The waiver by CITY of breach of any provision of this Agreement shall not be construed or operate as a waiver of any subsequent breach of such provision or of such provision itself and shall in no way affect the enforcement of any other provisions of this Agreement.

c. Severability. If any provision of this Agreement or the application thereof to any person or circumstance is to any extent invalid or unenforceable, such provision, or part thereof, shall be deleted or modified in such a manner as to make the Agreement valid and enforceable under applicable law, the remainder of this Agreement and the application of such a provision to other persons or circumstances shall be unaffected, and this Agreement shall be void and enforceable to the fullest extent permitted by applicable law.

d. Amendment. Except for as otherwise provided herein, this Agreement may not be modified or amended except by an Agreement in writing signed by both parties.

e. Entire Agreement. This Agreement including the documents incorporated by reference contains the entire understanding of the parties hereto and supersedes and replaces any and all prior and contemporaneous agreements between the parties with respect to the performance of services by CONSULTANT.

f. Assignment. This Agreement is personal to the parties hereto and may not be assigned by CONSULTANT, in whole or in part, without the prior written consent of CITY.

g. Venue. The parties agree that the sole and exclusive venue for any cause of action arising out of this Agreement shall be Lake County, Florida.

h. Applicable Law. This Agreement and any amendments hereto are executed and delivered in the State of Florida and shall be governed, interpreted, construed and enforced in accordance with the laws of the State of Florida.

i. Public Records. CONSULTANT expressly understands records associated with this project are public records and agrees to comply with Florida's Public Records law, to include, to:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services contemplated herein.

(2) Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in this Florida's Public Records law or as otherwise provided by law.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(4) Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONSULTANT upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

(5) IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR SHALL CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 352-241-7330.

IN WITNESS WHEREOF, the parties hereto have made and executed this agreement for the purposes herein expressed on the date first above written.

Attest:

CITY OF CLERMONT, FLORIDA

BY: _____

Tracy Ackroyd Howe, City Clerk

BY: _____

Tim Murry , Mayor

Levey Consulting, LLC

BY: _____

Richard L. Levey, Ph.D., AICP

Managing Director

Exhibit "A"

Wellness Way Project Scope

I. Project Administration

- a. Provide ongoing coordination efforts between the City, County and landowners
- b. Coordinate infrastructure funding, timing and implementation;
- c. Act as City and County "Owners Rep" in building consensus and collaboration between all parties;
- d. Identify conflicts and their resolution early in the development process;
- e. Recommend governance structure(s), if applicable; and
- f. Support City and County entitlement efforts.
- g. The Consultant will assist the City and County in establishing regularly scheduled meetings to advance the objectives of Wellness Way. These meetings may include:
 - i. Monthly development coordination meetings between City and County staff; (To be supported by consultant)
 - ii. Quarterly landowner meetings (or as needed). Support on agenda and discussion materials from consultant);
 - iii. Quarterly update presentations to the City Council and County Commission (or as requested by the City or County Manager)

II. Project Implementation

- a. The Consultant has produced the Implementation Plan, which established a detailed approach to the character, timing and staging of development within the study area, including appropriate stakeholder engagement. The following items are ongoing implementation tasks required of the Consultant:
 - i. Support City and County staff in the review of development proposals for consistency with Comprehensive Plan policies and Design Guidelines and Standards;
 - ii. Support City and County staff review of roadway/transportation impact fee credit agreements;
 - iii. Assist in the implementation of the Florida Wildlife Corridor through Wellness Way;
 - iv. Facilitate resolution of issues between landowners/developers and the City and County;
 - v. Support Economic Development/Job Creation efforts of the City and County;

- vi. Assist the City and County in resolving issues with other agencies (FDOT, CFX, State Parks) and utility companies in the advancement of infrastructure delivery;
- vii. Assist the City and County in coordinating with Lake County School Board on the delivery of public school facilities; and
- viii. Assist the City and County in the examination of public finance techniques for infrastructure delivery and maintenance.

III. Outreach and Marketing

- a. Assist in the development of a marketing strategy for Wellness Way
 - i. Assist the City and County in the selection of a 3rd party branding and marketing consultant, or support County efforts to produce in-house.
 - ii. Collaborate with City and County on the concepts, messaging, content and creative elements throughout the project
- b. Assist in the ongoing recruitment of anchor companies and desired commercial/industrial clusters

IV. Optional Services

The County or City, or both jointly, may request additional services. The scope of work and fee will be negotiated at the time additional services are requested.

Exhibit “B” Task Two

Scope of Services

The City and Consultant agree that the Consultant will perform the services as set forth below, which may be updated from time to time via direction from the City Manager and/or the Development Services Director. The Services that Consultant shall provide to the City of Clermont are as follows in the following key strategic areas and includes both immediate deliverables for services and ongoing services:

1.0 - Land Development Code & Development/Permitting Process

1.1 - Assist Development Services Director in designing community engagement process to improve code, land development, and permitting process as needed

1.2 - Provide substantive code, land development and permitting process content and expertise during ongoing improvement to development policies and standards.

2.0 – Development Review Assistance

2.1 – Assist the Development Services staff in the review of land development applications. Provide technical and policy assistance in support of the Site Review Committee and Planning & Zoning Commission recommendations.

**SECOND AMENDMENT TO INTERLOCAL AGREEMENT FOR
CONSULTING SERVICES FOR WELLNESS WAY**

THIS SECOND AMENDMENT TO INTERLOCAL AGREEMENT (“Second Amendment”) is made by and between Lake County, Florida, a political subdivision of the State of Florida (the “COUNTY”), and the City of Clermont, a municipal corporation organized under the laws of the State of Florida (the “CITY”).

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes, provides that local governments may enter into agreements to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, the Wellness Way Area Plan (the “WWAP”), is a special planning area in southeast Lake County, south of S.R. 50 and east of U.S. 27 totaling approximately 15,000 acres that is expected to accommodate a significant regional employment center which will promote significant economic development while encouraging fiscally efficient and well-balanced development patterns; and

WHEREAS, the COUNTY and CITY wish to accomplish an extensive set of goals and objectives with the development of the WWAP that includes a conceptual master plan that portrays the program elements, and associated design guidelines; and

WHEREAS, the parties previously entered into an Interlocal Agreement dated November 4, 2019, in which the COUNTY provided the CITY \$155,000 over the course of two (2) years to assist with the cost of hiring a consultant to perform the work;

WHEREAS, the CITY entered into a Professional Consulting Services Contract with Levey Consulting, LLC., a Florida Limited Liability Corporation (the “CONSULTANT”), to assist the CITY in developing and executing strategies for economic development in the WWAP. The CITY entered into a new agreement dated September 28, 2021, with the CONSULTANT to provide additional services; and

WHEREAS, the parties entered into a Second Interlocal Agreement dated December 7, 2021 (“2021 Interlocal”), whereby the COUNTY agreed to provide the CITY up to \$70,000 over the course of two (2) years to assist with the hiring of a consultant to work on issues involving the WWAP; and

WHEREAS, the parties entered into an Amendment to the Interlocal Agreement (“First Amendment”) on December 20, 2022, to adjust the Scope of Services which replaced the Exhibit A, attached to the 2021 Interlocal in its entirety with **Exhibit A**, attached hereto; and

WHEREAS, the services under the terms and conditions of the First Amendment are ongoing and the parties wish to extend the terms for an additional two (2) years whereby the COUNTY agrees to pay the CITY up to \$70,000 over the course of the two (2) years.

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

1. **Legal Findings of Fact.** The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Second Amendment upon adoption hereof.
2. **County Obligations.** Under the provisions of Section 4.A. of the 2021 Interlocal, the funding provided by the County pursuant to this Second Amendment shall not exceed an additional Seventy Thousand and 00/100 Dollars (\$70,000.00), with one-half payable in the first year of the term and up to one-half payable in the second year. All other provisions of Section 4.A. of the 2021 Interlocal shall remain in full force and effect.
3. **Term.** Under the provisions of Section 7 of the 2021 Interlocal and Section 3 of the First Amendment, the 2021 Interlocal, as amended, is hereby extended for an additional two (2) year term from December 7, 2023, through December 6, 2025.
4. **Other Provisions.** All other provisions of the 2021 Interlocal, as amended, shall remain in full force and effect unless otherwise amended by the parties.
5. **Counterparts.** This Second Amendment may be executed in counterparts, each executed counterpart to be deemed an original and all of which will constitute but one and the same instrument. This Second Amendment may be executed by electronic signatures and electronic signatures will constitute originals for all purposes.

IN WITNESS WHEREOF, the parties have signed this Second Amendment through their authorized representatives on the respective dates under each signature.

CITY

ATTEST:

CITY OF CLERMONT, FLORIDA

City Clerk

Tim Murry, Mayor

This _____ of November, 2023.

Approved as to form and legality:

City Attorney

COUNTY

LAKE COUNTY, FLORIDA through its
BOARD OF COUNTY COMMISSIONERS

ATTEST:

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

Kirby Smith, Chairman

This _____ of December, 2023.

Approved as to form and legality:

Melanie Marsh, County Attorney

EXHIBIT A

Wellness Way Project Scope

I. Project Administration.

- a. Provide ongoing coordination efforts between the City, County, and landowners;
- b. Coordinate infrastructure funding, timing and implementation;
- c. Act as City and County “Owners Rep” in building consensus and collaboration between all parties;
- d. Identify conflicts and their resolution early in the development process;
- e. Recommend governance structure(s), if applicable; and
- f. Support City and County entitlement efforts.
- g. The Consultant will assist the City and County in establishing regularly scheduled meetings to advance the objectives of Wellness Way. These meetings may include:
 - i. Monthly development coordination meetings between City and County staff; (To be supported by consultant)
 - ii. Quarterly landowner meetings (or as needed). Support on agenda and discussion materials from consultant);
 - iii. Quarterly update presentations to the City Council and County Commission (or as requested by the City or County Manager)

II. Project Implementation.

- a. The Consultant has produced the Implementation Plan, which established a detailed approach to the character, timing and staging of development within the study area, including appropriate stakeholder engagement. The following items are ongoing implementation tasks required of the Consultant:
 - i. Support City and County staff in the review of development proposals for consistency with Comprehensive Plan policies and Design Guidelines and Standards;
 - ii. Support City and County staff review of roadway/transportation impact fee credit agreements;
 - iii. Assist in the implementation of the Florida Wildlife Corridor through Wellness Way;
 - iv. Facilitate resolution of issues between landowners/developers and the City and County;
 - v. Support Economic Development/Job Creation efforts of the City and County;
 - vi. Assist the City and County in resolving issues with other agencies (FDOT, CFX, State Parks) and utility companies in the advancement of infrastructure delivery;
 - vii. Assist the City and County in coordinating with Lake County School Board on the delivery of public-school facilities; and

- viii. Assist the City and County in the examination of public finance techniques for infrastructure delivery and maintenance.

III. Outreach and Marketing.

- a. Assist in the development of a marketing strategy for Wellness Way.
 - i. Assist the City and County in the selection of a 3rd party branding and marketing consultant, or support County efforts to produce in-house.
 - ii. Collaborate with City and County on the concepts, messaging, content, and creative elements throughout the project
- b. Assist in the ongoing recruitment of anchor companies and desired commercial/industrial clusters.

IV. Optional Services.

The County or City, or both jointly, may request additional services. The scope of work and fee will be negotiated at the time additional services are requested.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, November 28, 2023		
Agenda Item Name		
Term Contract Award <i>Dumpster Collection and Disposal Services</i>		
Requested Action		
Requesting approval to award a term contract to Waste Pro of Florida, Inc. and Waste Connections of Florida, Inc. to provide citywide dumpster collection and disposal services.		
Staff Report		
The Procurement Services Department and the Public Services Department recommend approval of the above action. The Procurement Services Department issued a Request for Bid (RFB) number 24-019 on September 25, 2023, to establish an annual term contract to provide citywide dumpster collection and disposal services. The awarded contractor(s) will provide full-service refuse collection and disposal services and include all the necessary containers, dumpsters, staff, vehicles, and equipment to perform the services for multiple City Departments at multiple locations. The RFB solicitation was competitively bid, formally advertised, and complies with the City of Clermont Procurement Policy and Procedures. There were four (4) responses to the solicitation. The apparent low bidder, GFL Solid Waste Southeast, LLC., withdrew their bid from award consideration due to being unable to service multiple locations at the start of the contract. It is recommended that the City Council approve and execute a fixed unit price term contract with Waste Pro of Florida, Inc. and Waste Connections of Florida, Inc. to provide full-service refuse collection and disposal 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 estimated value of the contract is \$110,000 for the initial three-year term. The proposed contract start date is December 1st, 2023.		
Additional Analysis		
Fiscal Impact Summary		
Funding will be determined by the respective Department. The current fiscal year has an available remaining budget of \$35,000. Department Account Information East Plant: 42535-54304 \$4,000 New Public Services Facility: \$4,000 Hancock Park: 10542-54304-72906 \$7,000 Public Works: 10541-54304 \$8,000 Police Department: 10521-54304 \$2,000 Clermont City Center: 10549-54304-19100 \$2,000 Clermont City Hall: 49534-54304 \$2,000 Arts & Recreation (Trash): 10575-54304 \$3,500 Arts & Recreation (Recycle): 10575-54304 \$3,000		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$35,500.00	54304 solid waste disposal fees	\$107,000.00

Exhibits Attached (copies of original agreements)	
1. RFB 24-019 Notice of Intent to Award	RFB 24-019 Notice of Intent to Award.pdf
2. RFB 24-019 Bid Tabulation	RFB 24-019 Bid Tabulation.pdf
3. RFB 24-019 Evaluation of Bids	RFB 24-019 Evaluation of Bids.xlsx



NOTICE OF INTENT TO AWARD
RFB No. RFB 24-019
Citywide Dumpster Collection and Disposal Services

RESPONSE DEADLINE: October 19, 2023 at 2:00 pm

Thursday, November 16, 2023

After the careful and thorough review of all responses received to solicitation number RFB 24-019 titled Citywide Dumpster Collection and Disposal Services, the City hereby issues this Award Recommendation to the following companies:

Waste Pro of Florida, Inc.

Waste Connections of Florida, Inc.

Sincerely,

Freddy L. Suarez, MPA, CPPB
Procurement Services Director



City of Clermont
Procurement Services
Freddy Suarez, Procurement Services Director
685 W. Montrose Street, Clermont, FL 34711

EVALUATION TABULATION
RFB No. RFB 24-019
Citywide Dumpster Collection and Disposal Services
RESPONSE DEADLINE: October 19, 2023 at 2:00 pm

Vendor	Annual Total
GFL Solid Waste Southeast, LLC – Jacksonville, FL	\$29,240.76
Waste Pro of Florida, Inc. – Sanford, FL	\$29,473.92
Waste Connections of Florida, Inc. – Altamonte Springs, FL	\$30,585.36
Waste Management, Inc. of Florida – Wildwood, FL	\$37,560.00

Price Table 1		
Line Item	Description	Quantity
	Headworks East Plant - 3335 Hancock Road	
1	Size: 4-YD, Pickup Frequency 1/week, Quantity 1	12
	Public Services Facility - 12838 Hancock Road	
2	Size: 8-YD, Pickup Frequency 1/Week, Quantity 2	12
	Hancock Park - 3301 Hancock Road	
3	Size: 8-YD, Pickup Frequency 2/week, Quantity 2	12
	Public Works - 400 12th Street	
4	Size: 8-YD, Pickup Frequency 2/week, Quantity 1	12
	Police Department - 3600 S. Hwy. 50	
5	Size: 8-YD, Pickup Frequency 1/week, Quantity 1	12
	Clermont City Center - 620 W. Hwy. 50	
6	Size: 8-YD, Pickup Frequency 1/week, Quantity 1	12
	Clermont City Hall - 685 W. Montrose Street	
7	Size: 8-YD, Pickup Frequency 1/week, Quantity 1	12
	Arts & Recreation MSW - 3700 S. Hwy. 27	
8	Size: 8-YD, Pickup Frequency 2/week, Quantity 1	12
	Arts & Recreation Recycle - 3700 S. Hwy. 27	
9	Size: 8-YD, Pickup Frequency 1/week, Quantity 1	12
Annual Total		

	GFL Solid Waste Southeast, LLC		Waste Connections
Unit	Price Per Month	Annual Cost	Price Per Month
Month	\$84.25	\$1,011.00	\$119.85
Month	\$336.00	\$4,032.00	\$349.86
Month	\$672.16	\$8,065.92	\$699.72
Month	\$336.08	\$4,032.96	\$349.86
Month	\$168.04	\$2,016.48	\$174.93
Month	\$168.04	\$2,016.48	\$174.93
Month	\$168.04	\$2,016.48	\$174.93
Month	\$336.08	\$4,032.96	\$349.86
Month	\$168.04	\$2,016.48	\$154.84
		\$29,240.76	

of Florida, Inc.	Waste Pro of Florida, Inc.		Waste Management
Annual Cost	Price Per Month	Annual Cost	Price Per Month
\$1,438.20	\$84.70	\$1,016.40	\$150.00
\$4,198.32	\$338.78	\$4,065.36	\$400.00
\$8,396.64	\$677.56	\$8,130.72	\$800.00
\$4,198.32	\$338.78	\$4,065.36	\$400.00
\$2,099.16	\$169.39	\$2,032.68	\$400.00
\$2,099.16	\$169.39	\$2,032.68	\$200.00
\$2,099.16	\$169.39	\$2,032.68	\$200.00
\$4,198.32	\$338.78	\$4,065.36	\$400.00
\$1,858.08	\$169.39	\$2,032.68	\$180.00
\$30,585.36		\$29,473.92	

t, Inc. of Florida
Annual Cost

\$1,800.00

\$4,800.00

\$9,600.00

\$4,800.00

\$4,800.00

\$2,400.00

\$2,400.00

\$4,800.00

\$2,160.00

\$37,560.00

Price Table 2		GFL Solid Waste South
Line Item	Description	1 Pickup/Week Monthly Price
10	Dumpster MSW 2-YD Front Load	\$42.56
11	Dumpster MSW 3-YD Front Load	\$0.00
12	Dumpster MSW 4-YD Front Load	\$84.25
13	Dumpster MSW 6-YD Front Load	\$126.03
14	Dumpster MSW 8-YD Front Load	\$168.04

Price Table 3		GFL Solid Waste South
Line Item	Description	1 Pickup/Week Monthly Price
15	Dumpster Recycling 2-YD Front Load	\$42.56
16	Dumpster Recycling 3-YD Front Load	\$0.00
17	Dumpster Recycling 4-YD Front Load	\$84.25
18	Dumpster Recycling 6-YD Front Load	\$126.03
19	Dumpster Recycling 8-YD Front Load	\$168.04

east, LLC			Waste Connections
2 Pickup/Week Monthly Price	3 Pickup/Week Monthly Price	Delivery Fee	1 Pickup/Week Monthly Price
\$84.88	\$126.56	\$125.45	\$98.81
\$0.00	\$0.00	\$0.00	
\$168.72	\$252.24	\$125.45	\$119.85
\$252.06	\$378.45	\$125.45	\$148.35
\$336.08	\$504.01	\$125.45	\$174.93

east, LLC			Waste Connections
2 Pickup/Week Monthly Price	3 Pickup/Week Monthly Price	Delivery Fee	1 Pickup/Week Monthly Price
\$84.88	\$126.56	\$125.45	\$92.58
\$0.00	\$0.00	\$0.00	
\$168.72	\$252.24	\$125.45	\$107.38
\$252.06	\$378.45	\$125.45	\$131.20
\$336.08	\$504.01	\$125.45	\$154.84

s of Florida, Inc.			
2 Pickup/Week Monthly Price	3 Pickup/Week Monthly Price	Delivery Fee	1 Pickup/Week Monthly Price
\$197.62	\$296.43	\$50.00	\$42.35
			\$63.52
\$239.70	\$359.55	\$50.00	\$84.70
\$296.70	\$445.05	\$50.00	\$127.04
\$349.86	\$524.79	\$50.00	\$169.39

s of Florida, Inc.			Waste Pro of Florid
2 Pickup/Week Monthly Price	3 Pickup/Week Monthly Price	Delivery Fee	1 Pickup/Week Monthly Price
\$185.16	\$277.74	\$50.00	\$42.35
			\$63.52
\$214.76	\$322.14	\$50.00	\$84.70
\$262.40	\$393.60	\$50.00	\$127.04
\$309.68	\$464.52	\$50.00	\$169.39

Waste Pro of Florida, Inc.			Waste Management
2 Pickup/Week Monthly Price	3 Pickup/Week Monthly Price	Delivery Fee	1 Pickup/Week Monthly Price
\$84.70	\$127.04	\$100.00	\$125.00
\$127.04	\$190.56	\$100.00	\$150.00
\$169.40	\$254.10	\$100.00	\$150.00
\$254.08	\$381.12	\$100.00	\$175.00
\$338.78	\$508.17	\$100.00	\$200.00

Waste Pro of Florida, Inc.			Waste Management
2 Pickup/Week Monthly Price	3 Pickup/Week Monthly Price	Delivery Fee	1 Pickup/Week Monthly Price
\$84.70	\$127.04	\$100.00	\$120.00
\$127.04	\$190.56	\$100.00	\$140.00
\$169.40	\$254.10	\$100.00	\$140.00
\$254.08	\$381.12	\$100.00	\$160.00
\$338.78	\$508.17	\$100.00	\$180.00

nt, Inc. of Florida		
2 Pickup/Week Monthly Price	3 Pickup/Week Monthly Price	Delivery Fee
\$250.00	\$375.00	\$0.00
\$300.00	\$450.00	\$0.00
\$300.00	\$450.00	\$0.00
\$350.00	\$525.00	\$0.00
\$400.00	\$600.00	\$0.00

nt, Inc. of Florida		
2 Pickup/Week Monthly Price	3 Pickup/Week Monthly Price	Delivery Fee
\$240.00	\$360.00	\$0.00
\$280.00	\$420.00	\$0.00
\$280.00	\$420.00	\$0.00
\$320.00	\$480.00	\$0.00
\$360.00	\$540.00	\$0.00

Price Table 4	
Line Item	Description
20	Dumpster 10-YD Roll-Off
21	Dumpster 20-YD Roll-Off
22	Dumpster 30-YD Roll-Off
23	Dumpster 40-YD Roll-Off

Price Table 5	
Line Item	Description
24	Dumpster 10-YD Roll-Off
25	Dumpster 20-YD Roll-Off
26	Dumpster 30-YD Roll-Off
27	Dumpster 40-YD Roll-Off

GFL Solid Waste Southeast, LLC		
Price Per Ton	Price Dump/Return	Delivery Fee
\$97.78	\$225.00	\$248.84
\$97.78	\$225.00	\$248.84
\$97.78	\$225.00	\$248.84
\$97.78	\$225.00	\$248.84

GFL Solid Waste Southeast, LLC		
Price Per Ton	Price Dump/Return	Delivery Fee
\$97.78	\$225.00	\$248.84
\$97.78	\$225.00	\$248.84
\$97.78	\$225.00	\$248.84
\$97.78	\$225.00	\$248.84

Waste Connections of Florida, Inc.		
Price Per Ton	Price Dump/Return	Delivery Fee
\$66.10	\$180.18	\$100.00
\$66.10	\$180.18	\$100.00
\$66.10	\$180.18	\$100.00
\$66.10	\$180.18	\$100.00

Waste Connections of Florida, Inc.		
Price Per Ton	Price Dump/Return	Delivery Fee
\$66.10	\$180.18	\$0.00
\$66.10	\$180.18	\$0.00
\$66.10	\$180.18	\$0.00
\$66.10	\$180.18	\$0.00

Waste Pro of Florida, Inc.		
Price Per Ton	Price Dump/Return	Delivery Fee
\$104.00	\$225.00	\$125.00
\$104.00	\$225.00	\$125.00
\$104.00	\$225.00	\$125.00
\$104.00	\$225.00	\$125.00

Waste Pro of Florida, Inc.		
Price Per Ton	Price Dump/Return	Delivery Fee
\$104.00	\$225.00	\$125.00
\$104.00	\$225.00	\$125.00
\$104.00	\$225.00	\$125.00
\$104.00	\$225.00	\$125.00

Waste Management,, Inc. of Florida		
Price Per Ton	Price Dump/Return	Delivery Fee
\$80.00	\$350.00	\$225.00
\$80.00	\$350.00	\$225.00
\$80.00	\$350.00	\$225.00
\$80.00	\$350.00	\$225.00

Waste Management, Inc. of Florida		
Price Per Ton	Price Dump/Return	Delivery Fee
\$80.00	\$350.00	\$225.00
\$80.00	\$350.00	\$225.00
\$80.00	\$350.00	\$225.00
\$80.00	\$350.00	\$225.00



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, November 28, 2023		
Agenda Item Name		
Bid Award <i>Compact Utility Loader</i>		
Requested Action		
Requesting approval of a bid award to Main Street Mower, Inc. to purchase one compact utility loader for \$52,277.40.		
Staff Report		
The Procurement Services Department and the Public Services Department recommend approval of the above action. The Public Services Department contacted Procurement Services to determine the most effective way to purchase a compact utility loader. The Procurement Services Department issued a Request for Bid (RFB) number 24,026 to acquire these services. The RFB was fully competed, advertised, and complied with the City of Clermont Procurement Policy. There were seven responses to the RFB. The lowest-priced bid from Chavez Brothers Management, LLC. contained a loader deemed inferior to the model specified in the bid. The loader quoted was a Viper V980S is a new product in the market, and the following are staff concerns regarding this product. • Concerns about the availability of spare parts • Lower lifting capacity compared to the Toro, Under 1,000/bs vs Over 1,000/lbs • Lower lifting height than the Toro model, 50" vs 61" The award is being recommended to the responsive and responsible bidder, Main Street Mower, Inc., for \$52,277.40, who complied with all terms, conditions, and specifications stated in the RFB.		
Additional Analysis		
Fiscal Impact Summary		
The fiscal impact of \$52,277.40 is included in the current year's approved budget. The current fiscal year has an available budget of \$60,000. Department Account Code: 12541-66401		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$52,277.40	12541-66401 cap-out	\$60,000
Exhibits Attached (copies of original agreements)		
1.	RFB 24-026 Response Tabulation	RFB 24-026 Response Tabulation.pdf
2.	RFB 24-026 Notice of Intent to Award	RFB 24-026 Notice of Intent to Award.pdf



City of Clermont
Procurement Services
Freddy Suarez, Procurement Services Director
685 W. Montrose Street, Clermont, FL 34711

RESPONSE TABULATION

RFB No. RFB 24-026

Purchase of Toro Dingo TX 1000 or Approved Alternate

RESPONSE DEADLINE: November 2, 2023 at 2:00 pm

Vendor	Total
Chaves Brothers Management, LLC. – Boca Raton, FL	\$44,999.98
Main Street Mower, Inc. – Clermont, FL	\$52,277.40
Innovative Equipment Services 2 LLC d/b/a CASE Power & Equipment of Florida – Orlando, FL	\$54,590.00
Alta Construction Equipment Florida, LLC. – Tampa, FL	\$55,400.00
AnA Sourcing, LLC. – Collingswood, NJ	\$55,939.00
Walker Miller Equipment Co., Inc. – Orlando, FL	\$57,345.00
Northrock Enterprises, LLC. – Miami, FL	\$58,408.90



NOTICE OF INTENT TO AWARD
RFB No. RFB 24-026
Purchase of Toro Dingo TX 1000 or Approved Alternate

RESPONSE DEADLINE: November 2, 2023 at 2:00 pm

Wednesday, November 8, 2023

After the careful and thorough review of all responses received to solicitation number RFB 24-026 titled Purchase of Toro Dingo TX 1000 or Approved Alternate, the City hereby issues this Award Recommendation to the following company:

Main Street Mower

Sincerely,

Freddy L. Suarez, MPA, CPPB
Procurement Services Director



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, November 28, 2023		
Agenda Item Name		
Piggyback Purchase <i>Fire Department Vehicles</i>		
Requested Action		
Requesting approval to purchase from the Florida Sheriff's Association contract number FSA23-VEL31.0 with Garber Chevrolet and Garber Ford to purchase 2 Chevrolet Express Passenger Vans for the total budgeted amount of \$95,482.20 and 2 Ford Expeditions for the total budgeted amount of \$118,424.80.		
Staff Report		
The Procurement Services Department and the Fire Department recommend approval of the above action. The Procurement Services Department sought a contract from the Florida Sheriff's Association contract titled Pursuit Administrative & Other Vehicles Spec #45 and #237 number FSA23-VEL31.0 to purchase two (2) Chevrolet Express Passenger Vans for the total amount of \$95,482.20 and two (2) Ford Expeditions for the total amount of \$118,424.80. The Procurement Services Department issued a Request for Interest (RFI) numbers 24-033 and 24-036 to notify local vendors of the City's intent to purchase from another governmental entity's contract. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Procurement Services Department received no interest. Based on this, staff recommends that the City Council approve the purchase of vehicles from the Florida Sheriff's Association contract. The Florida Sheriff's Association contract was obtained through a fully competitive solicitation and complies with the City of Clermont Procurement Policy. 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 using 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 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		
The FY2024 purchase of two (2) Chevrolet Express Passenger Vans is included in the current year's approved budget. The current fiscal year has an available remaining budget of \$314,877.00 Department Account Code: 12522-66400 - \$95,482.20 The FY2024 purchase of one (1) Ford Expedition is included in the current year's approved budget. The current fiscal year has an available remaining budget of \$70,00.00 Department Account Code: 10529-66400 - \$59,212.40 The FY2024 purchase of one (1) Ford Expedition is included in the current year's approved budget. The current fiscal year has an available remaining budget of \$314,877.00 Department Account Code: 12522-66400 - \$59,212.40		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)	
1. Clermont Fire Department 2024 Chevrolet Express Passenger Van CC33706 RWD 155 Quote 11 7 23	Clermont Fire Department 2024 Chevrolet Express Passenger Van CC33706 RWD 155 Quote 11 7 23.pdf
2. RFI 24-033	RFI 24-033.pdf
3. Clermont Fire 2024 Ford Expedition XL 4x4 Quote 11 13 23	Clermont Fire 2024 Ford Expedition XL 4x4 Quote 11 13 23.pdf
4. RFI 24-036	RFI 24-036.pdf



REQUEST FOR INFORMATION

RFI 24-033

INTENT TO UTILIZE THE FLORIDA SHERIFFS ASSOCIATION CONTRACT TO PURCHASE VEHICLES

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

RELEASE DATE: November 7, 2023

DEADLINE FOR QUESTIONS: November 15, 2023

RESPONSE DEADLINE: November 15, 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 the Florida Sheriffs Association Contract to
Purchase Vehicles

- 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 the Florida Sheriffs Association Contract to Purchase Vehicles

1.2. Contact Information

Rick Casler

Assistant Chief Administration

439 w hwy 50

clermont, FL 34711

Email: rcasler@clermontfl.org

Phone: [\(352\) 801-1248](tel:(352)801-1248)

Department:

Fire

1.3. Timeline

Solicitation Release Date	November 7, 2023
Question Deadline	November 15, 2023, 12:00pm
Response Deadline	November 15, 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: Garber Chevrolet
- B. Contract Number and Title: FSA23-VEL31.0 Pursuit Administrative & Other Vehicles Spec #45
- C. Length of Contract: expiring September 30th, 2024
- D. Product or Service Provided: Two (2) 2024 Chevrolet Express Passenger RWD 3500 155"
- E. Estimated Annual Expenditure: \$95,482.20

If you're a local vendor, please contact the Procurement Services Director by email prior to Wednesday, November 15, 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.



REQUEST FOR INFORMATION

RFI 24-036

INTENT TO UTILIZE THE FLORIDA SHERIFFS ASSOCIATION CONTRACT TO PURCHASE VEHICLES

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

RELEASE DATE: November 14, 2023

DEADLINE FOR QUESTIONS: November 22, 2023

RESPONSE DEADLINE: November 22, 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 the Florida Sheriffs Association Contract to
Purchase Vehicles

- 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 the Florida Sheriffs Association Contract to Purchase Vehicles

1.2. Contact Information

Rick Casler

Assistant Chief Administration

439 w hwy 50

clermont, FL 34711

Email: rcasler@clermontfl.org

Phone: [\(352\) 801-1248](tel:(352)801-1248)

Department:

Fire

1.3. Timeline

Solicitation Release Date	November 14, 2023
Question Deadline	November 22, 2023, 12:00pm
Response Deadline	November 22, 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: Garber Ford
- B. Contract Number and Title: FSA23-VEL31.0 Pursuit Administrative & Other Vehicles Spec #237
- C. Length of Contract: expiring September 30th, 2024
- D. Product or Service Provided: Two (2) 2024 Ford Expedition XL 4X4
- E. Estimated Annual Expenditure: \$118,424.80

If you're a local vendor, please contact the Procurement Services Director by email prior to Wednesday, November 22, 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, November 28, 2023		
Agenda Item Name		
Piggyback Contract <i>Purchase of Scoreboard and Displays</i>		
Requested Action		
Requesting approval to piggyback the Sourcewell term contract with Nevco Sports, LLC. to provide scoreboards, digital displays, and video boards for parks and recreation.		
Staff Report		
The Procurement Services Department and the Parks and Recreation Department recommend approval of the above action. At the request of the Parks and Recreation Department, the Procurement Services Department sought a contract from the Sourcewell Contract number 030223, to provide scoreboards, digital displays, and video boards for parks and recreation. The Sourcewell 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. Based on this, staff recommends that the City Council approve the piggyback of Sourcewell Contract number 030223. This contract will provide scoreboards, digital displays, and video boards for parks and recreation. The estimated value is \$80,000.00 for the initial term of the contract. The contract start date is November 29, 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.		
Department Account Code: 10572-66301-60545		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Nevco Contract 030223	Nevco Contract 030223.pdf	
2. Prop. Eval.-Scoreboards 030223	Prop. Eval.-Scoreboards 030223.pdf	
3. 1625_V4	1625_V4.pdf	

**Solicitation Number: 030223****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Nevco Sports, LLC, 301 East Harris Ave., Greenville, IL 62246 (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 Scoreboards, Digital Displays, and Video Boards with Related 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.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires May 25, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **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 Sourcewell 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 Sourcewell 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.

Sourcwell 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 Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell 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 Sourcwell Price and Product Change Request Form to the assigned Sourcwell Supplier Development Administrator. This approved form is available from the assigned Sourcwell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell 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 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 Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell 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 Sourcwell 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;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell 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 Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. 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 Sourcwell 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 Sourcewell 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.

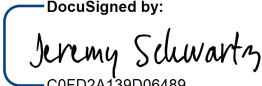
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

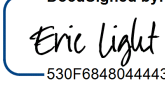
22. CANCELLATION

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell 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.

Sourcwell

Nevco Sports, LLC

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 5/18/2023 | 7:20 PM CDT

DocuSigned by:

By: 530F6848044443E...
Eric Light
Title: Vice President of Sales and Marketing
Date: 5/18/2023 | 3:10 PM CDT

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 5/18/2023 | 7:27 PM CDT

RFP 030223 - Scoreboards, Digital Displays, and Video Boards with Related Services

Vendor Details

Company Name: Nevco Sports, LLC

Does your company conduct business under any other name? If yes, please state: IL

Address: 301 East Harris Ave.
Greenville, IL 62246

Contact: Eric Light

Email: elight@nevco.com

Phone: 618-664-0360 7132

Fax: 618-664-0398

HST#: 82-2233879

Submission Details

Created On: Monday February 06, 2023 10:50:12

Submitted On: Wednesday March 01, 2023 10:51:41

Submitted By: Eric Light

Email: elight@nevco.com

Transaction #: 85112ce8-b409-456c-8f4c-687a7217176f

Submitter's IP Address: 12.197.220.58

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")	Nevco Sports, LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Lynx Systems Developers - Manufacturer of Finish Lynx Fully Automated Timing Systems. Nevco Sports Marketing - Supplier of Sports Marketing and Sponsorship Services.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Same as Above
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Nevco Sports, LLC unique SAM entity ID # H6LWBL5Q9946 – CAGE Code is 34000
5	Proposer Physical Address:	301 East Harris Ave. Greenville, IL 62246
6	Proposer website address (or addresses):	www.nevco.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):	Eric Light - Vice President of Sales and Marketing 301 E. Harris Ave. Greenville, IL 62246 618-664-0360 x 7132(O) 618-699-1750 (M) elight@nevco.com
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Eric Light - Vice President of Sales and Marketing 301 E. Harris Ave. Greenville, IL 62246 618-664-0360 x 7132(O) 618-699-1750 (M) elight@nevco.com
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Linda Leidel - Inside Sales Manager 301 East Harris Ave. Greenville, IL 62246 618-659-7505 (O) 618-664-2456(M) lleidel@nevco.com

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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.	Nevco is the largest privately held manufacturer and provider of scoreboards, LED video displays, LED marquees, LED scorers tables and audio systems in North America. Our business started in 1934 with a core value of providing the highest quality most reliable scoring and display products at an affordable price. For over 89 years we have provided community park and recreation groups, primary schools, high schools, colleges and universities, and semi-professional sports organizations with the most innovative and reliable scoring and display options on the market. Nevco is known for its speciality in designing custom athletic facility solutions, quality of our product, superior customer service and technical support. Nevco primarily serves the North American Market, but also sells internationally. Our mission is to enhance the game day experience for players, coaches and fans through the equipment that we provide. Please visit: https://vimeo.com/324558950 for a quick video which gives a great overview of who Nevco Sports, LLC is.

11	What are your company's expectations in the event of an award?	As a current contract holder with Sourcewell, we understand and see the value of the partnership. If we are fortunate enough to be awarded the a contract again, our expectation would be to utilize all of the wonderful resources available to us to maximize our contract to help win new business and to serve the needs of the Sourcewell membership. I had the opportunity to personally attend a Sourcewell University in TX late last year. This event really opened my eyes to the global changes in procurement and how having Sourcewell as a partner can help our mutual customers. I also had Teresa Fiedler from Sourcewell attend and present at our National Sales Meeting this January. The goal was to help my entire sales team understand the changes in procurement, understand the resources available through Sourcewell and most importantly drive adoption of incorporating Sourcewell into our daily sales process. In summary, I hope to continue to build upon the momentum that we have going.	*
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.	In 2017 Nevco, Inc. was purchased by Dominus Capital, LP a New York, NY based private equity firm. Their website is: www.dominuscap.com. Our new business name is Nevco Sports, LLC. Nevco's financial performance substantiates the company's impressive ability to generate reliable sales and cash flow while also driving continued year-over-year revenue growth and strong gross margins. Please refer to the attached credit reference letter from our primary lender (BMO) as well as the confidential financial information of our revenue, margin and EBITDA (Attachment 1).	*
13	What is your US market share for the solutions that you are proposing?	We estimate that our market share in the United States for the markets that we serve to be about 35%. We are the largest privately held scoring and display company in North America.	*
14	What is your Canadian market share for the solutions that you are proposing?	We estimate that our market share in Canada for the markets we serve to be about 30%. We are the largest privately held scoring and display company in North America.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Nevco Sports, LLC has never petitioned for bankruptcy protection.	*
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?	Nevco Sports, LLC can best be classified as a manufacturer. See attachment 1 for our current sales and marketing organizational chart and coverage map. We have an inside and outside sales team that is predominately made up of W2 employees. We have a few 1099 relationships as well. Each of our independent sales teams only sell our products, not multi-lines. We assign dedicated territories to each one of our sales consultants. In addition, we have a sports video sales team (all W2 employees) who work on large complex video display projects supporting our field and inside sales teams. We also have a new construction team who serves our dealers in the new construction market. We have complete coverage for North America with our 63 person sales and marketing organization. See attached sales and marketing organizational chart and coverage map. 98% of our total business is transacted through our direct sales organization. 2% of our total business is transacted through our dealer network predominately in the new construction market. We conduct our service through our in house service team and a network of hundreds of independent factory authorized installers and service technicians.	*

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.	Nevco Sports, LLC is a certified reseller for third-party equipment in the state of Illinois. One of the most important steps in the Nevco process is developing PE (professional engineer) stamped prints. These prints certify a design will withstand all specific site conditions. To generate these stamp prints, Nevco engineers research the exact location (state, city, zip code) and evaluate surrounding environmental conditions (soil samples, wind zone, etc.). We have the ability to provide these in all 50 states. Our network of national installers and service providers hold contractors licenses and electrical licenses in the markets that they serve. Additionally, our project managers take care of the logistics with the general contractor, architect, sign company, electricians, plumbers, and concrete professionals. The Company established a robust certification process, and only work with certified general contractors, architects, electrical contractors, and engineers to provide unparalleled service. Our project managers make sure projects are within code and ensure proper permits are obtained. We maintain a presence on-site pre-sale, during installation, and post-sale to see that the project proceeds according to plan.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Nevco Sports, LLC has not had any suspensions or debarments in the history of our company.	*

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	While Nevco is not aware of any specific awards to the scoring and display industry, most inside our industry would agree that recognition comes through a manufacturers's reputation and references. We have won well over one thousand new projects over the last couple of years. We are often featured in press releases and news articles about our projects. In the attached document, I have attached a few examples of some recent projects that we have been publicly recognized for (See Attachment 1).	*
20	What percentage of your sales are to the governmental sector in the past three years	Government sales as a percentage of our total sales the past three years is 15%.	*
21	What percentage of your sales are to the education sector in the past three years	Education sales as a percentage of our total sales the past three years is 85%.	*
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?	We have the following state and national cooperative purchasing agreements: Sourcewell BuyBoard Costars Equalis I have included a chart of our sales history for the past three years for each of these cooperative purchasing contracts (See Attachment 1).	*
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?	We do not have a GSA contract, but we do participate in SAM (System of Award Management) through the Federal Government. Nevco Sports, LLC unique SAM entity ID # is H6LWBL5Q9946 and our CAGE Code is 34000.	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Effingham High School	David Woltman- Activities Director	217-821-9589	*
University of North Florida	Nick Morrow - Director of Athletics	904-304-2583	*
Grand Rapids High School (MN)	Anne Campbell - Activities Director	218-327-5766	*

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 *	
Del Valle Independent School District	Education	Texas - TX	LED Video Display, Scoreboard, Audio System and Control Room	\$964,918.00	\$964,918.00.	*
Southern Illinois University	Education	Illinois - IL	LED Video Display, Scoreboards and Audio System	\$300,375.00 / \$100,000.00	\$400,375.00	*
Lees Summit R-VII School District	Education	Missouri - MO	LED Video Displays and Scoreboards	\$564,605.00	\$564,605.00	*
Yale University	Education	Connecticut - CT	LED Video Displays and Scoreboards	\$317,177.00	\$317,177.00	*
Texas City ISD	Education	Texas - TX	LED Video Displays and Scoreboards	\$330,763.00	\$330,763.00	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell 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.	We have a sales and marketing organization comprised of 46 direct company sales and marketing people. We have both inside and outside sales people in addition to dedicated teams to service the sports video market and new construction markets. In addition, we have an independent team of 17 people. All of our sales people have dedicated territories. We do not allow multiple people to sell within the same geographical territories.	*
27	Dealer network or other distribution methods.	We sell our product almost exclusively through our own sales organization. This represents about 98% of our total sales. We will sell to dealers (package bidders who supply multiple products like backboards, flooring, etc.). Some of these dealers do re-sell our product. This represents about 2% of our total product sales. These dealers purchase directly through a Nevco sales person with an assigned territory or our new construction group.	*
28	Service force.	We have an in-house service department staffed with 15 people. We also have a team of 5 on-site technicians. These groups combined with the hundreds of factory authorized independent installers and service providers enables us to provide quick and efficient service to every customer in the United States and Canada.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The ordering process is very simple and straightforward. A customer has a need for one of our products. We consult with them via phone, in-person or virtual meeting. We design concepts based on their requirements. We provide a quote and a virtual rendering of our product. The customer provides a PO. We manufacture, ship and then install the product. We have a detailed order entry checklist and graphics guidelines to ensure all relevant order information is collected (See Attachment 2). We record 100% of our sales and marketing transactions (including quotes) in our Salesforce.com CRM system. We have also created a custom quote template specifically for Sourcewell projects within our system (See Attachment 2).	*
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.	Most of our customers have great long-term relationships with their sales representatives. Combined with our in-house service team, these two groups are the conduit to solve any customer service issue. These two groups help the customer navigate to any group within Nevco to solve a problem. We pride ourselves on always being able to help in a timely manner, even after-hours, weekends and Holidays.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We have three facilities in the United States: Greenville, IL, Highland, IL and Edwardsville, IL. We currently have 63 people in our sales and marketing organization in the USA. Our Sports Marketing division is located in Middletown, OH. They have 10 employees. Our FinishLynx division is located in Haverhill, MA.. They have 20 employees. We are both willing and able to service all Sourcewell participating entities in the United States.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We have a Canadian subsidiary and a physical office in Barrie, ON. We have 3 full time employees and 7 independent representative in Canada. We are both willing and able to service all Sourcewell participating entities in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We have no areas of the United States or Canada where we would not be able to support the Sourcewell Contract. We have complete coverage of sales, service and installation of our complete product line throughout North America.	*
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?	There are no Sourcewell participating entity sectors that will not be fully supported through this 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.	There are no specific contract requirements or restrictions that would apply to Sourcewell's participating entities in Hawaii, Alaska or US Territories.	*

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.	Our marketing strategy to promote this contract is multi-faceted. We meet every year in 4th quarter to plan our marketing efforts for the following year. I have attached a screen shot of part of our marketing planning document that we use in Attachment 4. We plan everything out including social media, PPC, SEO, Trade Shows, etc. Our plans align well with the typical buying season for our products and services. First and foremost it is important that the entire sales team understands how cooperative purchasing works and understands why Sourcewell is the best program to promote. We have invested a lot of time in training the sales and marketing organization through virtual meetings and by having Sourcewell attend our National Sales Meetings. In these trainings we have educated them on the many tools that Sourcewell offers. We have also encouraged them to engage with the Sourcewell team to answer questions and collaborate on strategies to maximize our Sourcewell contract. We encourage our sales team to proactively look up customers to ensure that they are on Sourcewell so when it comes time for them to "Choose Nevco" we already have that step out of the way. We even recently got our Canadian sales team connected with Canoe to start promoting the contract in Canada (minus Quebec). From a marketing specific standpoint we have created a dedicated landing page on our website specifically for Sourcewell. We also utilize the contract flyer (provided by Sourcewell) as a handout for our sales team. We are also very active in social media and create dedicated posts to raise the awareness of the Nevco / Sourcewell relationship. We also include our COOP programs in all of our customer presentations. We also encourage our sales team to use the Sourcewell logo in their email signatures and on their quote forms. We have a special quote form for Sourcewell in our Salesforce.com CRM system to make it easy for our customers to use the Sourcewell Contract. We also put up the Sourcewell trade show flag at the 40-50 trade shows that we attend each year. See Attachment 4 for some example of the aforementioned items. We are in the process of making more "YouTube" like video which highlight our core products through the eyes of our customer. It is in the budget to make a specific video about a customer that purchases their scoring and display equipment through the Sourcewell contract. See Attachment 4 for some links to some of these videos.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We have a very active marketing department who loves data and analytics. We actively promote our contract on social media each quarter. See Attachment 4 for some examples of some recent posts. We are also very active with PPC Advertising. We have over 590 words/phrases that we are actually paying for. We have retained an expert in the space to help us manage our SEO and PPC efforts. We meet monthly and review our results and set the strategy for the next 30 days. We also have integrated our email marketing effort with Pardot within Salesfore.com. Through this tool we can track our effectiveness with our email marketing efforts. Included in Attachment 4 is an example of a Sourcewell email that we recently sent out to our entire database of customers from our CRM system.
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?	In our view, the role of Sourcewell in promoting this contract is: 1.)Help us understand trends in the marketplace 2.)Identify geographical areas where Sourcewell is strong but maybe we are not as effective. 3.)Continue to educate us on the tools and resources that are available to us. 4.)Share with us opportunities from members who are looking for our products and services. 5.)Be available to assist when we need help. Be as responsive as we are to our customers. 6.)Continue to grow the membership
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.	We do not utilize an e-procurement system for ordering. Due to the custom nature of our product 100 % of our orders must go through our sales organization.

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.	As part of our sales process we offer comprehensive training for all the products that we manufacture. Training is always included at no additional cost. We offer both on-site, virtual and self guided training for the products that we sell. We also have instructional manuals and installation prints for the products that we manufacture. Some of the most frequently utilized training topics are: 1.)Controller Training for operating scoreboards and accessories 2.)Display Director Training for operating video boards 3.)One Cloud Training for operating message centers 4.)Basic scoreboard troubleshooting 5.)Basic Video Display and Message Center troubleshooting We currently do and are always willing to provide whatever training that the customer would like. Our training is always conducted by a Nevco employee or a factory trained installer or service provider.
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41	Describe any technological advances that your proposed products or services offer.	Nevco scoreboards, message centers and video displays are all designed for incoming power of 90VAC to 265VAC auto switching with 91% efficient power supplies employing power factor correction. This ensures the greatest amount of flexibility allowing for efficiencies to be gained in the way the equipment is connected to the electrical infrastructure as well as the highest efficiency in the way that power is consumed. Scoreboard Electronic Captions and Electronic Team Names are fully integrated with the scoreboard controller and console for seamless operation and diagnostics. Other vendors build them into the board as an add-on which adds to the complexity of operation and has more points of failure. Nevco displays include full integration with 3rd party software packages such as Finishlynx, Statcrew, Genius Sports, Hytek, Omega, Stalker, Tricaster, Livetext, Ross Xpressions, Vmix, and much more. This allows organizations to leverage their existing IT to drive meaningful dynamic content to spectators live and at the event. Nevco's MPCX2 control is a unique industry leading handheld that can be used when greater mobility is desired such as practices and small clubs, while the MPCW7 console style control is used for larger events. An industry leading battery life exceeding one year is typical for the X2 and it runs off a pair of common AA batteries included with the control. Nevco's products are built on technology that allows users to scale their facility for years to come. We have customers that add new scoring equipment to existing equipment that is compatible and has been in operation for decades. Nevco still services older scoreboard equipment where competitors will tell you that they cannot support their equipment anymore and you have to buy new. Nevco builds upgradeability into all of our equipment. Just a few examples are: A user can select a basic time/score/period indoor scoreboard model 2700 with Non-lit captions. When their facility grows, they can add-on a bottom section and add timeouts left, team fouls and player foul, making it a model 2770. If they choose, they can upgrade their captions to RearLit, or even our popular Electronic Team Names. A Non-Lit or Rear-Lit scorer's table can be purchased and at a later date a customer can purchase an LED matrix cartridge and simply swap it out in their existing scorer's table. A Nevco Video system can be purchased including our Display Director clip server control software. At a later date if the customer chooses, they can add on live video switchers, cameras and grow their video production to an entire team. Nevco's video LED panels can be calibrated to match in brightness should a replacement ever be necessary. We store the calibration in the panel itself instead of in the display controller. This removes the complexity of having to recalibrate if panels are moved from one location to another during service. Nevco's products are designed with superior environmental resistance. We use only gold plated contacts in outdoor applications, make our cabinets out of recyclable aluminum, and all products are made without external fans by utilizing an Air Circulation to Aluminum technique. All of Nevco's video products are built with signal redundancy such that if there is ever a signal connection problem, even internal to a display, the redundancy will kick in and the display will continue operating as normal until a service visit can be scheduled and performed. Nevco's 6mm indoor and 16mm outdoor video products are built with power supply redundancy. This allows for a power supply to fail, even in a dead short, and the system will switch it out and continue operating. The use of redundant power supplies also reduces the load on each power supply allowing it to operate at a higher efficiency and thereby lowering the internal cabinet temperature significantly extending the life of the electronics in the display. All of Nevco's products are manufactured from a lightweight 0.050" aluminum with structural bracing elements that allow the products to exceed a 180 mph windload. The lightweight design makes the installation of equipment easier, and reduces the cost of structures required to support the equipment in your facility. Nevco's video systems are front and rear service accessible which allows the greatest flexibility, but we also incorporate Easy Out mounting for the internal components which allows power supplies and logic boards to easily be replaced using a slide out bracket and retention technology. Nevco employs a cloud based service ticket system so that users can track the progress of their service issues using an online account, look back at a history of their own issues as well as gain insights from an online knowledge base.
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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.	Nevco utilizes aluminum made with recycled content where possible that is GreenCircle Certified. Nevco electronics conform to ROHS standards. The lumber used in the crating of our products is certified in accordance with the International Plant Protection Convention's adoption of the International Standards for Phytosanitary Measures. Nevco's acrylic paint is the lowest Volatile Organic Compounds (VOC) in the industry at 50g/L.	*
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.	Nevco scoreboards, video displays and message centers have been certified by UL LLC and CUL in Canada.	*
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.	Not applicable.	*
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?	We have a comprehensive scoring and display product line that serves customers ranging from a little league baseball diamond to a collegiate stadium that seats 70,000 people. All of our products are made to UL / CUL Standards (the highest in the industry). Because of the high quality of our products, we offer some of the leading warranties in the industry. We have an outstanding service department that gets customers up and running quickly any time they run into a problem. We are extremely customer centric and do what ever it takes to help our customers. We answer our phones day / night, weekends and holidays too. This high level of access includes our executive team too. We love challenges and since we are a vertically integrated and privately held company we can quickly collaborate to creatively solve them.	*

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 *	
46	Do your warranties cover all products, parts, and labor?	Our standard warranty covers all parts, products and bench labor to to diagnose and fix our products. See attached for our detailed warranty document.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There are no limitations that adversely affect coverage. Please refer to the attached for our detailed warranty document.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	If an on-site warranty is purchased the expense of technicians' travel time and mileage to perform warranty repairs is included in the cost of the on-site warranty.	*
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?	We provide coverage with certified technicians to all geographic regions of the United States and Canada to perform warranty repairs.	*
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?	No. All 3rd party equipment supplied by Nevco is covered under that manufacturer's warranty. This would apply to items like cameras, computers, etc.	*
51	What are your proposed exchange and return programs and policies?	If a product is unopened and undamaged. Nevco will typically accept a return or exchange for non-custom products. A re-stocking fee will apply.	*
52	Describe any service contract options for the items included in your proposal.	Nevco offers on-site service contracts on a case by case basis (for an additional charge) predominately for our video display projects. We utilize a national network of 3rd party factory authorized agencies to complete the repair work.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Nevco Sports, LLC Payment Terms are net 30. PROGRESS PAYMENTS Based upon request for payments submitted by Nevco Sports, LLC, for purchases greater than \$50,000 buyer shall agree to one of the following payment terms: 1.)Initial payment of 50 % of the total project, balance of the project is due net 30. 2.)Initial payment of the 33 % of the project upon signing, 33 % at time of shipping and balance due net 30. 3.)No money due at signing, balance due upon shipping, less 5 % for installation(if install is on Nevco invoices) PAYMENT TERMS Payment should be sent to "remit to" address on invoice. Delinquent invoices or portions thereof are subject to a service charge of 1.5% per month until paid (or the legal maximum allowable in the Buyer's state). Overdue or delinquent account balances are subject to being placed for collection. Buyer shall pay all expenses incurred including collection fees, court costs, and reasonable attorney fees. If Buyer's account is overdue, Buyer agrees that Nevco Sports, LLC may offset the account balance for any portion thereof against any funds due Buyer by Nevco Sports, LLC. All shipments are FOB shipping point. Prepay Terms: Customers may pay by wire transfer, check, certified check, credit card or cash for product needed to be shipped immediately. New Buyers may pay by a personal or buyers check, but the order may be held for a period of two weeks for check clearance. Established buyers will have orders processed immediately. A credit application on file will be requested to be completed by all buyers. Visa/Mastercard Buyers: Customer may choose to pay account balances or for orders being placed by using Visa/Mastercard and will be subject to an additional fee of \$5 for processing.	*

54	Describe any leasing or financing options available for use by educational or governmental entities.	Nevco has two financing options available: 1.) Nevco offers on a limited basis the ability to self finance projects to help customers extend their payments between multiple fiscal years or budget cycles. This are approved on a case by case basis. 2.)Nevco has partnered with NCL Cooperative Leasing (NCL) to offer Sourcewell members a complete suite of finance solutions. NCL is a current Sourcewell financing contract holder (#032615-NCL) and is an industry expert in municipal financing solutions. NCL will offer leasing terms from 12-120 months on transactions from \$5,000 and up. Traditional leasing and financing programs will be offered along with programs specifically designed for schools and government entities including Tax-Exempt Municipal Leases and a Purchase Order Only program. There is no ownership, common ownership or control between Nevco Sports, LLC and NCL.	*
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.	The potential customer makes contact with a Nevco representative. Nevco representative makes contact with the client and determines their specific needs and their budget. Based on the geographical area of the client, the customer may be consulted via phone, site visit or virtual meeting. From this, the best Nevco solution is proposed to the customer. We typically provide digital renderings of the Nevco product. These renderings can be superimposed to show what the actual product will look like in the actual location where it will be installed. Once a final product is selected, Nevco will provide a detailed quote with all components of the project. Once approved, the customer will send in a purchase order to Nevco. As part of our order entry process the customer will select the color of the scoreboards, digits, trim as well as providing specific artwork for signs and logos. If the Purchase Order is for a Sourcewell project we code this internally at the time of order entry. 100 % of our orders, whether from a W2 sales person or an independent dealer, go through the same order entry process. This process ensure our ability to easily generate reporting for any time period to identify all projects that were part of the Sourcewell contract. Our Sourcewell manager then uses these reports to report sales and fees to Sourcewell.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, Nevco Sports, LLC will accept the P-Cards procurement and payment process. The additional cost to Sourcewell participating entities for using this process is \$5 per transaction.	*

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.	Nevco's pricing and discounting is done on a line item basis. Sourcwell members get a minimum of 6% discount off of our list price. See attached for our published price list. Product names and product numbers are included. Nevco is aware and accepts any price and product change request forms that may be required.	*
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.	Discount for product is 6% off list price. Refer to attached price list to determine list price.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	If the Sourcwell member purchases multiple scoreboards, accessories, or displays at one time on the same purchase order, Nevco will offer a volume discount that is larger than the base minimum discount. The discount level will vary based on the size, scope and location of the project.	*
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.	Pricing for our product offering which may include infrequent "non-standard" options is offered by supplying a quote for each request at a list price less discount.	*
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.	This is not applicable in most situations. Things like installation, extra training, on-site service are discussed up-front and included in our quote. There should be no surprises or additional charges from what we provide in our quote.	*
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.	Freight will be quoted on a per project basis. This charge is always noted on our quotes. We utilize Small Package, Less Than Truckload and Full Truckload as our primary methods of shipping our products. We do also have the ability to ship Internationally and offer expedited shipping upon request.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight / Shipping and Delivery to Alaska, Hawaii and Canada is determined based on the customer requirements for the delivery schedule. We have numerous options available. The charges for freight are always listed on the quote. We also offer 3rd party billing on freight shipments and the customer can also arrange pickup at our facility with any carrier of their choosing.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We offer stocking programs of our most popular items by season. By doing this we offer reduced lead times on these items. An example would be that we pre-manufacture shot clocks so that we have them on hand and readily available during basketball season. We also offer expedited delivery of some of our video displays because we manufacture several of the most popular sizes so that we have them in stock for quick shipping. We can also accommodate any customer special transportation request.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	We have offered the highest discount of any cooperative purchasing agreement that we are part of. In addition, we have offered our full lineup of products and service available, whereas we have a more limited offering on the few other cooperative purchasing agreements that we are part of. Our goal is to simple funnel the vast majority of our cooperative purchasing orders through Sourcewell. We want Sourcewell to be our primary go to cooperative agreement. These were the exact words that were used at our National Sales Meeting in January after Teresa Fiedler from Sourcewell gave a presentation. Sourcewell was the only cooperative purchasing agency that was asked to attend our National Meeting.

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.	Nevco has dedicated staff members to handle all cooperative purchasing compliance, pricing and reporting. This team consists of representatives from our Sales, Accounting, and Service departments who work together at each month end to ensure all orders that are cooperative purchases are reviewed and entered correctly. Our Sales Representative reviews each order to make sure member pricing and contract numbers are accurate. Our Service Representative double checks this information. Our Accounting Representative makes sure all of the appropriate fees and reporting are accurate. This reporting is currently done quarterly, however Nevco can adjust this to any timeframe that is needed.	*
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.	Nevco has the ability in our CRM system to identify all quotes that are quoted using the Sourcewell contract. We have auto generated reports that are sent out monthly which identifies all closed and open projects. With this data, our sale leadership team can easily identify who on the sales team is actively promoting the Sourcewell contract and who is not. This also helps us to identify sales people that may need some additional training and reinforcement on utilizing the Sourcewell contract in their daily sales process. In addition, we have a dashboard established to track our Sourcewell contract sales by month over the last 5 years. We will use this combined with our quoting activity to determine if we are on track with being successful with this contract. Our goal is that every single sales person on our team has at least one closed Sourcewell contracted project in the next 12 months.	*
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.)	We propose the following fee structure paid to Sourcewell after we are paid for the project by the Sourcewell member: Projects (regardless of the value) will be 2% of the total combined value less any applicable taxes and freight.	*

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.	Nevco Sports, LLC is a single source manufacturer for all the items below: Fixed Digit Scoreboards: Scoring for (including but not limited to) Baseball / Softball, Basketball, Volleyball, Wrestling, Football, Hockey, Soccer, Swimming, Field Hockey, Lacrosse, Cricket, Tennis and Track and Field. LED Message Centers LED Marquees LED Video Displays Proprietary Software Controllers Graphic Design Creative Services Audio Systems Scorers Tables Signage and Decorative Trusswork Digital Wall of Fame Fully Automated Timing Equipment for Track and Field
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Scoreboards (Indoor and Outdoor) LED Marquees: (Indoor and Outdoor) Wall Mount, Pedestal Mount, Ground Mount LED Video Displays: (Outdoor and Indoor) Proprietary Software: Mobile App, One Cloud, Display Director Controllers; Handheld, Desktop, Touchscreen, Mobile Graphic Design Creative Services Audio Systems: (Indoor and Outdoor) Single Source and Distributed Scorers Tables: Static, Rear Lit, Bleacher Mount and LED Signage and Decorative Trusswork Digital Wall of Fame: Wall Mount, Pedestal Mount and Surround Mount Fully Automated Timing Equipment for Track and Field: Cameras, Displays, Timers

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
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71	Scoreboards, sports displays, scorer's tables, controllers and timing systems	☒ Yes ☐ No	We manufacture and install a full lineup of scoreboards for every sport. We offer multiple design options, features and price points for every customer. We also manufacture and install numerous design accessories for scoreboards including: signs, trusses and logo. We also offer all the most popular accessories for every sport including shot clocks, play clocks, locker room clocks, etc. We also offer numerous control options to operate each of our scoreboard options.	*
72	Digital Displays, LED Video displays	☒ Yes ☐ No	We manufacture and install video displays for both indoor and outdoor applications. We have a wide range of resolutions to meet the needs of every customer.	*
73	Video boards	☒ Yes ☐ No	We manufacture and install video boards for both indoor and outdoor applications. We have a wide range of resolutions to meet the needs of every customer.	*
74	Message centers, marquees, concourse displays, transportation displays	☒ Yes ☐ No	Using the same technology that we use in our video displays, we also manufacture and install message centers, marquees, concourse displays. We do not manufacture or install transportation displays. We do not serve the roadway, airport or other transportation related digital display market.	*
75	Related and complementary offering of integrated audio or sound systems and related accessories and supplies	☒ Yes ☐ No	We offer turn key audio solutions for both indoor and outdoor venues. We have partnered with Electro-Voice / Bosch to develop custom audio systems specifically designed for athletic venues. We offer both single point and distributed systems along with all required accessories. If one of our audio package systems do not fit the bill, we have the ability to custom design and engineer a custom solution for any indoor or outdoor venue.	*
76	Technology integration, software, design, project management and installation related and complementary to the offering of solutions above in #71-74	☒ Yes ☐ No	We have in-house service, engineering, software development, project management, and graphic design services. We have a nationwide network of factory authorized installers who install and service our products in the field.	

Table 15: Industry Specific Questions

Line Item	Question	Response *
77	Describe any reliability or durability testing on the equipment or products included in your proposal and results if applicable.	All of Nevco's designs are tested in accordance to our proprietary requirements for stadium sports equipment and indoor/outdoor signage as well as formalized testing including but not limited to the latest releases of UL48, NEC, article 600, FCC CFR 47 PART 15, ICES-003, EN 55032:2015 (CISPR 32), EN 55022:2010, AS/NZS CISPR 32:2015, and EN 61000-6-3:2007/A1-2011, CAN ICES-3 (A)/NMB-3 (A), CE, ASCE 7-10, and International Building Code (IBC). In addition, the foundation for our house of quality begins with TQM, which means Total Quality Management... or simply put, everyone plays and important role in maintaining our customer expectations. In the factory, we perform random product and process audits, campaign for continuous improvement and follow the Toyota principles of 5S (sort, shine, set in order, standardize and sustain) at each work center. In our drive towards continuous improvement, we have a blended mixture of problem solving methodology. Starting with 6sigma principle of DMAIC (Define, measure, analyze, improve & control) along with the Ford Motor Company 8D problem solving process (Plan, build team, define problem, contain problem, define & verify root cause, determine corrective action, implement & verify corrective action, and prevent recurrences) we are able to quickly identify and remediate production issues. We also perform Gemba Walks each morning, in order to hear it straight from the front line workers, regarding our strengths and weaknesses. A direct communication between Service, Engineering and Quality ensures that customer feedback is addressed promptly and precisely. Quality Credentials that our Quality Team has include: American Society for Quality – Certified Quality Technician American Society for Quality – Certified Quality Process Analyst UL 48 Standard for Electric Sign Manufacture
78	Elaborate on design-build capabilities or services offered by your firm related to the equipment or products included in your proposal.	Nevco has designed and executed thousands of sporting construction projects throughout our company's long history. Through our experience in doing Design Build Projects we have developed a simple, straightforward and effective process of managing these types of projects. There are four primary phases that we go through: 1.)Pre-Planning and Design Phase 2.)Design Phase 3.)Construction Phase 4.)Start-Up and Occupancy Phase See Attachment 2 for more detail on our Design Build Process.
79	Describe any sponsorship, promotional, or revenue-generating attributes of the equipment or products included in your proposal and identify any support or training available to customers related to implementation of those solutions.	By nature of our business, scoreboards signage, and messaging centers have a unique ability to provide sponsorship, promotional, and revenue generation opportunities for our customers. The potential of revenue generation is inherent for each scoreboard and signage that is purchased. It is the customer's discretion on how they would like to monetize. However, Nevco can provide guidance to maximize potential sponsorship opportunities. Through our Sports Marketing Division we also have the ability to sell sponsorships on behalf of our customers. This model affords the customer the ability to get equipment at no cost or create an ongoing revenue stream to help fund their athletic department.
80	Describe the functionality of your equipment or products in integrating with public alert system or applications (automated weather, emergency, public safety notifications, etc.)	Nevco video displays often serve as an instant message center to the public showcasing: 1. IPAWs (Meteorological, Safety, Fire, Environmental, Transport) 2. Amber Alerts We have the ability to easily connect to these systems through our control software Display Director which makes it easy to communicate these important messages to the public.

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 81. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

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](#) - Nevco Sports LLC Sourcewell Price List 2022.pdf - Monday February 20, 2023 09:17:49
 - [Financial Strength and Stability](#) - Financial Strength and Stability - Attachment 1.pdf - Wednesday March 01, 2023 09:48:46
 - [Marketing Plan/Samples](#) - Marketing Plan and Samples - Attachment 4.pdf - Wednesday March 01, 2023 09:51:22
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Warranty and Limitation of Liability.pdf - Monday February 20, 2023 08:07:16
 - [Standard Transaction Document Samples](#) - Standard Transaction Document Samples - Attachment 2.pdf - Wednesday March 01, 2023 09:50:10
 - [Upload Additional Document](#) - Nevco Catalogs.pdf - Monday February 20, 2023 12:03:04

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. - Eric Light, VP of Sales and Marketing, Nevco Sports, 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_2_Scoreboards_RFP_030223 Thu January 19 2023 02:03 PM	☒	2
Addendum_1_Scoreboards_RFP_030223 Thu January 12 2023 11:26 AM	☒	1

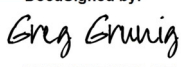


Proposal Evaluation

Scoreboards, Digital Displays, and Video Boards with Related Services RFP #030223

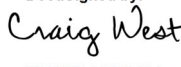
Possible Points		Alberta 1866871-L Vuetric	AVI-SPL Canada, Ltd.	ClearTouch	Daktronics	Digital Scoreboards	Electro-Matic Visual	i2Visual, Inc.	Libertevision, Inc.	NEC Display Solutions
Conformance to RFP Requirements	50	39	41	40	45	37	37	36	36	39
Pricing	400	314	290	313	324	268	330	304	245	274
Financial Viability and Marketplace Success	75	54	62	58	68	56	53	57	53	62
Ability to Sell and Deliver Service	100	63	80	68	89	72	65	66	71	76
Marketing Plan	50	38	38	40	45	34	36	34	28	37
Value Added Attributes	75	57	62	57	66	54	51	53	48	59
Warranty	50	40	41	42	41	42	39	39	39	42
Depth and Breadth of Offered Equipment, Products, or Services	200	156	158	164	181	165	150	155	157	156
Total Points	1,000	761	772	782	859	728	761	744	677	745
Rank Order		8	6	5	1	13	8	12	17	11

Possible Points		Nevco Sports, LLC	Newline Interactive	Presidio	Redmont Sign, LLC	SilverStream Audio	Simply iCard Consulting, Inc.	Team Fitz Graphics	Vantage LED, Inc.	Watchfire Signs
Conformance to RFP Requirements	50	42	38	41	38	36	37	37	40	41
Pricing	400	331	264	324	300	293	276	200	288	305
Financial Viability and Marketplace Success	75	62	57	64	57	51	52	56	60	56
Ability to Sell and Deliver Service	100	84	73	85	73	61	66	67	80	84
Marketing Plan	50	44	40	41	34	35	38	32	38	39
Value Added Attributes	75	61	57	64	55	51	61	48	56	59
Warranty	50	42	40	40	39	39	37	37	41	42
Depth and Breadth of Offered Equipment, Products, or Services	200	175	151	162	152	135	154	159	158	175
Total Points	1,000	841	720	821	748	701	721	636	761	801
Rank Order		2	15	3	10	16	14	18	8	4

DocuSigned by:

 7DDCEFD8B3D45D...
 Greg Grunig, MS, Procurement Lead Analyst

DocuSigned by:

 6EE63AEDED5F46E...
 Carol Jackson, Procurement Analyst

DocuSigned by:

 7F41572C858B4BA...
 Craig West, Procurement Analyst

DocuSigned by:

 4513A60DCA01467...
 Nick Scholer, Procurement Analyst



Account Name	City of Clermont	Created Date	11/3/2023
Quote Number	00151377	Expiration Date	12/3/2023
Contact Name	Brian Forman	Prepared By	Jacob Scott
Title	Parks and Rec Director	Title	Display and Scoring Consultant
Phone	352-708-5999	Phone	(904) 451-0930
Email Address	bforman@clermontfl.org	Fax	(618) 664-0398
		Email Address	jscott@nevco.com

Quantity	Model/Part #	Product Description	Dimensions L x H x W/D	Unit Price	Discount (Percentage)	Total Price
1.00	1625 Timer	Baseball/Softball LED Scoreboard with Amber/Red Digits	10'x5'x8"	USD 5,313.00	10.00%	USD 4,781.70
1.00	802-0300 - MPCX2 Baseball/Softball	Wireless Handheld Control	0.3'x0.5'x0.1'	USD 375.00	10.00%	USD 337.50
1.00	MPCX/MPCX2 Case	MPCX/MPCX2 Control Carrying Case (holds 2 controls)	12.4'x8"x4"	USD 35.00	10.00%	USD 31.50
1.00	MPCX2 Rec - Outdoor x6xx	In-board Wireless Receiver Kit		USD 635.00	10.00%	USD 571.50

Ttl Shipping Wt (lbs)	300	Subtotal	USD 5,722.20
County	Lake	Freight	USD 641.25
Total Savings!	USD -635.80	Installation	USD 17,154.50
		Total	USD 23,517.95

Due to the current supply chain environment, freight pricing and anticipated schedule for delivery along with performance of services are subject to change.

Additional Notes

Installation not included.
 Quoted for Account # 138855 Sourcewell Contract # 030223-NVC.
 Installation to be done by Kendall Signs
 Quote does NOT include any existing scoreboard removal.

Receive Nevco scoreboard model 1625 at our facility, in Rockledge Florida.
 Travel to site and install on new double pole supports engineered to meet the current wind-load.



NOTE: Proposal quoted as having access to new scoreboard. Proposal does NOT include; fence removal, cracking of sidewalks, our ground protection for fields. If final inspection requires separate trip. A separate trip charge would apply.

Price includes Sealed engineers drawing, permit acquisition labor. Does NOT include cost of permit and is billed at actual cost.

Sourcewell

Nevco is proud to be a Sourcewell partner. By using Nevco's Sourcewell contract pricing you can have confidence the competitive bid process is satisfied, saving you time and money. We have been rigorously vetted and approved to be Sourcewell's scoreboard, video display, and scoring solution provider throughout the United States and Canada.

To complete an order under this competitive contract, ensure your Sourcewell membership number is prominently listed on your purchase order or letter of intent when placing an order.

Billing/Shipping Information

Bill To Name	City of Clermont	Ship To Name	City of Clermont
Bill To	3700 S. Highway 27 Clermont, Florida 34711 USA		

Quote Terms and Conditions

The above pricing is for equipment only and does not include installation (unless specified) or taxes (if applicable). Unless shown specifically in the quote, shipping is an additional cost and is not included. Due to the custom nature of our products, our preferred payment terms are 50% down and remaining balance net 30. Additional payment terms available upon credit review. Shipping terms are F.O.B. Greenville, IL USA.

All Scoreboards and Message Centers are UL Listed and most come with our free 5-year guarantee (Exception: Special promotion/packages may have shorter warranty and are noted in product descriptions). Portable Production Kits carry a 3-year guarantee. Wireless components and Solar Power Kit carry a 2-year guarantee. Hand-held controls, switches and printed scrimms carry a 1-year guarantee. Performance and Payment Bonds, if required, will include a one-year warranty after substantial completion.

STATE TAX EXEMPT FORM MUST BE SUBMITTED WITH ORDER OR TAXES WILL BE INVOICED.

Scoreboards are available in 15 standard colors at no extra charge. Please contact your consultant for production/shipping lead times.

Purchase Order	Nevco Sports, LLC	Remit To Address	Nevco Sports, LLC
Address	301 East Harris Ave		P.O. Box 74758
	Greenville, IL 62246-2151		Chicago, IL 60694-4758
			800.851.4040 / 618.664.0360



Quote Acceptance

Signature _____

Title _____

Name _____

Date _____



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, November 28, 2023		
Agenda Item Name		
Piggyback Purchase <i>Police Department Vehicles</i>		
Requested Action		
Requesting approval to purchase from the State of Florida contract number 25-10000-23-STC with Step-One Automotive to purchase two (2) Jeep Grand Cherokees for the total amount of \$87,428.00 two (2) Ram 1500s for the total amount of \$80,900.00.		
Staff Report		
The Procurement Services Department and the Police Department recommend approval of the above action. The Procurement Services Department sought a contract from the State of Florida titled Motor Vehicles contract number 25-10000-23-STC with Step-One Automotive to purchase two (2) Jeep Grand Cherokees for the total amount of \$87,428.00 and two (2) Ram 1500s for the total amount of \$80,900.00. The Procurement Services Department issued a Request for Interest (RFI) numbers 24-037 and 24-038 to notify local vendors of the City's intent to purchase from another governmental entity's contract. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Procurement Services Department received no interest. Based on this, staff recommends that the City Council approve the purchase of vehicles from the State of Florida contract. The State of Florida contract was obtained through a fully competitive solicitation and complies with the City of Clermont Procurement Policy. 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 using 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 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		
The FY2024 purchase of two (2) Jeep Grand Cherokees and two (2) Ram 1500s is included in the current year's approved budget. The current fiscal year has an available remaining budget of \$623,059.55 Department Account Code: 12521-66400		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Step One Auto Jeep Quotes	Step One Auto Jeep Quotes.pdf	
2. RFI-24-037	RFI-24-037.pdf	
3. Step One Auto Ram 1500 Quotes	Step One Auto Ram 1500 Quotes.pdf	
4. RFI 24-038	RFI 24-038.pdf	

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



PROPOSAL

CDJR FT WALTON BCH

NAME CITY OF CERMONT

EMAIL

ATTN

DATE 11-16-23

2023 JEEP GRAND CHEROKEE LAREDO 2WD

3.6 V-6 ENGINE WITH 8 SPEED AUTO TRANS

POWER WINDOWS AND LOCKS

CRUISE CONTROL

SEE ATTACHED INVOICE

COLOR VELVET RED PEARL

UNIT PRICE

41,312.00

PER STATE CONTRACT 25-10000-23-STC

IN STOCK, SUBJECT TO PRIOR SALE

PURCHASER ACKNOWLEDGES:

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

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

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

Respectfully submitted,

Eric Jore

Government Sales



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

PROPOSAL

CDJR FT WALTON BCH

NAME CITY OF CERMONT

EMAIL

ATTN

DATE 11-16-23

2023 JEEP GRAND CHEROKEE ALTITUDE 2WD

3.6 V-6 ENGINE WITH 8 SPEED AUTO TRANS

POWER WINDOWS AND LOCKS

CRUSIE CONTROL

SEE ATTACHED INVOICE

COLOR BLACK

UNIT PRICE

46,116.00

PER STATE CONTRACT 25-10000-23-STC

IN STOCK, SUBJECT TO PRIOR SALE

PURCHASER ACKNOWLEDGES:

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

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



REQUEST FOR INFORMATION

RFI 24-037

INTENT TO UTILIZE THE STATE OF FLORIDA CONTRACT TO PURCHASE VEHICLE

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

RELEASE DATE: November 16, 2023

DEADLINE FOR QUESTIONS: November 27, 2023

RESPONSE DEADLINE: November 27, 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 the State of Florida Contract to Purchase Vehicle

- 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 the State of Florida Contract to Purchase Vehicle

1.2. Contact Information

Nicholas Bloom

Lieutenant

3600 S US HWY 27

Clermont, FL 34711

Email: nbloom@clermontfl.org

Phone: [\(352\) 536-8442](tel:(352)536-8442)

Department:

Police

1.3. Timeline

Solicitation Release Date	November 16, 2023
Question Deadline	November 27, 2023, 12:00pm
Response Deadline	November 27, 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: Step One Automotive Group
- B. Contract Number and Title: 25-10000-23-STC
- C. Length of Contract: through May 16, 2025
- D. Product or Service Provided: Two (2) Jeep Grand Cherokees
- E. Estimated Annual Expenditure: \$87,428.00

If you're a local vendor, please contact the Procurement Services Director by email prior to Monday, November 27, 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.

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



PROPOSAL

CDJR FT WALTON BCH

NAME CITY OF CERMONT	
EMAIL	
ATTN	
DATE 11-16-23	
2023 RAM 1500 CREW CAB 2WD	
3.6 V-6 ENGINE WITH 8 SPEED AUTO TRANS	
POWER WINDOWS AND LOCKS	
CRUISE CONTROL	
CLOTH SEATS WITH CARPET WITH HD RUBBER MATS	
TRAILER TOW PKG, EXTRA KEY, SPRAY BED LINER	
CHROME PKG, FULL SIZE SPARE	
UNIT PRICE	40,450.00
PER STATE CONTRACT 25-10000-23-STC	
IN STOCK, SUBJECT TO PRIOR SALE	
COLOR DIAMOND BLACK CRYSTAL CEARCOAT	

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

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

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

Respectfully submitted,
Eric Jore
Government Sales

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



PROPOSAL

CDJR FT WALTON BCH

NAME CITY OF CERMONT

EMAIL

ATTN

DATE 11-16-23

2023 RAM 1500 CREW CAB 2WD	
3.6 V-6 ENGINE WITH 8 SPEED AUTO TRANS	
POWER WINDOWS AND LOCKS	
CRUISE CONTROL	
CLOTH SEATS WITH CARPET WITH HD RUBBER MATS	
TRAILER TOW PKG, EXTRA KEY, SPRAY BED LINER	
CHROME PKG, FULL SIZE SPARE	
UNIT PRICE	40,450.00
PER STATE CONTRACT 25-10000-23-STC	
IN STOCK, SUBJECT TO PRIOR SALE	
COLOR GRANITE CHRYSTAL MET CLEARCOAT	

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

Respectfully submitted,
Eric Jore
Government Sales



REQUEST FOR INFORMATION

RFI 24-038

INTENT TO UTILIZE THE STATE OF FLORIDA CONTRACT TO PURCHASE VEHICLE

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

RELEASE DATE: November 16, 2023

DEADLINE FOR QUESTIONS: November 27, 2023

RESPONSE DEADLINE: November 27, 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 the State of Florida Contract to Purchase Vehicle

- 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 the State of Florida Contract to Purchase Vehicle

1.2. Contact Information

Nicholas Bloom

Lieutenant

3600 S US HWY 27

Clermont, FL 34711

Email: nbloom@clermontfl.org

Phone: [\(352\) 536-8442](tel:(352)536-8442)

Department:

Police

1.3. Timeline

Solicitation Release Date	November 16, 2023
Question Deadline	November 27, 2023, 12:00pm
Response Deadline	November 27, 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

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- A. Company Name: Step One Automotive Group
- B. Contract Number and Title: 25-10000-23-STC
- C. Length of Contract: through May 16, 2025
- D. Product or Service Provided: Two (2) 2023 Ram 1500s
- E. Estimated Annual Expenditure: \$80,900.00

If you're a local vendor, please contact the Procurement Services Director by email prior to Monday, November 27, 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, November 28, 2023		
Agenda Item Name		
Bid Award <i>Public Safety Vehicle Equipment Installation</i>		
Requested Action		
Requesting approval to award a term contract to Public Safety Supply, LLC. to provide installation services for public safety vehicle equipment.		
Staff Report		
The Procurement Services Department and the Police Department recommend approval of the above action. The Procurement Services Department issued a Request for Bid (RFB) number 24-027 on October 12, 2023, to establish an annual term contract to provide installation services for public safety vehicle equipment. The RFB solicitation was competitively bid, formally advertised, and complies with the City of Clermont Procurement Policy and Procedures. There was a single response to the solicitation. It is recommended that the City Council approve and execute a fixed unit price term contract with Public Safety Supply, LLC. to install specialized equipment for public safety vehicles. The initial term contract is for a three (3) year period with up to three (3) additional one (1) year renewal periods at the City's option. The estimated annual expenditure of this contract is between \$150,000 and \$190,000. The contract start date is December 1, 2023.		
Additional Analysis		
Fiscal Impact Summary		
The respective Department will determine funding. The current fiscal year has an available remaining budget of \$250,000. Department Account Code: 12521-66400 15521-66400		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFB 24-027 Notice of Intent to Award	RFB 24-027 Notice of Intent to Award.pdf	
2. RFB 24-027 Evaluation Tabulation	RFB 24-027 Evaluation Tabulation.pdf	



NOTICE OF INTENT TO AWARD
RFB No. RFB 24-027
Public Safety Vehicle Equipment and Installation Services

RESPONSE DEADLINE: November 16, 2023 at 2:00 pm

Friday, November 17, 2023

After the careful and thorough review of the single response received to solicitation number RFB 24-027 titled Public Safety Vehicle Equipment and Installation Services, the City hereby issues this Award Recommendation to the following company:

Public Safety Supply, LLC

Sincerely,

Freddy L. Suarez, MPA, CPPB
Procurement Services Director



EVALUATION TABULATION

RFB No. RFB 24-027

Public Safety Vehicle Equipment and Installation Services

RESPONSE DEADLINE: November 16, 2023 at 2:00 pm

Report Generated: Friday, November 17, 2023

SELECTED VENDOR TOTALS

Vendor	Total
Public Safety Supply, LLC. – Orlando, FL	\$40,614.00

MARKED PATROL VEHICLE EQUIPMENT - FORD EXPLORER INTERCEPTOR UTILITY

This package is based on a Ford Explorer Interceptor. Actual vehicle may vary depending on assignment and/or availability.

Marked Patrol Vehicle Equipment - Ford Explorer Interceptor Utility					Public Safety Supply, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	1	FE-INTG51J-P1L Federal Signal Integrity 51" RED/BUE Light Bar	1	ea	\$1,999.00	\$1,999.00
X	2	FE-HKB-FPIU20 Federal Signal Lightbar Mounting Kit	1	ea	\$0.00	\$0.00
X	3	FE-PF200R Federal Signal Pathfinder Siren/Light Controller	1	ea	\$851.18	\$851.18
X	4	FE-ES100C Federal Signal Emergency Speaker	1	ea	\$203.00	\$203.00
X	5	FE-OBDCABLE6-2 Federal Signal 6ft OBD Interface Cable	1	ea	\$121.90	\$121.90
X	6	FE-ESB-FPIU20ND Federal Signal Speaker Bracket	1	ea	\$46.11	\$46.11
X	7	FE-RBKIT1 Federal Signal Rumbler Woofers	1	ea	\$188.15	\$188.15

EVALUATION TABULATION

RFB No. RFB 24-027

Public Safety Vehicle Equipment and Installation Services

Selected	Line Item	Marked Patrol Vehicle Equipment - Ford Explorer Interceptor Utility			Public Safety Supply, LLC	
		Description	Quantity	Unit of Measure	Unit Cost	Total
X	8	FE-RB-FPIU20 Federal Signal Rumbler Bracket	1	ea	\$36.57	\$36.57
X	9	FE-EXMOD24 Federal Signal Pathfinder Expansion Module	1	ea	\$204.58	\$204.58
X	10	FE-MPSC2X-BW Federal Signal C Series Micropulse Blue/White	1	ea	\$100.00	\$100.00
X	11	FE-MPSC2X-RW Federal Signal C Series Micropulse Red/White	1	ea	\$100.00	\$100.00
X	12	FE-MPS63U-RBW Federal Signal Micropulse Ultra 6 Red/Blue/White	4	ea	\$121.37	\$485.48
X	13	FE-IPX-GRL17 Federal Signal Micropulse Grill Bracket	1	ea	\$48.76	\$48.76
X	14	FE-MPSW9X-BW Federal Signal Wide Angle Micropulse Blue/White	1	ea	\$145.75	\$145.75
X	15	FE-MPSW9X-RW Federal Signal Wide Angle Micropulse Red/White	1	ea	\$145.75	\$145.75
X	16	FE-MPSMW9-FPIU Federal Signal Wide Angle Micropulse Mounting Kit	1	ea	\$21.73	\$21.73
X	17	FE-MPS123U-RBW Federal Signal Micropulse Ultra 12 Red/Blue/White	2	ea	\$144.16	\$288.32
X	18	FE-416900Z-RW Federal Signal Corner LED Red/White	1	ea	\$68.90	\$68.90
X	19	FE-416900Z-BW Federal Signal Corner LED Blue/White	1	ea	\$68.90	\$68.90
X	20	FE-MPS63U-RBW Federal Signal Micropulse Ultra 6 Red/Blue/White	10	ea	\$121.37	\$1,213.70
X	21	FE-MPSM6-LB Federal Signal L Bracket For Micropulse	2	ea	\$10.07	\$20.14
X	22	FE-SL6F-RB Federal Signal Latitude Series 6 Head Bar	1	ea	\$316.94	\$316.94

EVALUATION TABULATION

Request For Bid - Public Safety Vehicle Equipment and Installation Services

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EVALUATION TABULATION

RFB No. RFB 24-027

Public Safety Vehicle Equipment and Installation Services

Selected	Line Item	Marked Patrol Vehicle Equipment - Ford Explorer Interceptor Utility			Public Safety Supply, LLC	
		Description	Quantity	Unit of Measure	Unit Cost	Total
X	23	FE-SLB-002 Federal Signal Latitude Mounting L Bracket	1	ea	\$21.20	\$21.20
X	24	425-6508 Jotto Integrated Printek Brother Contour Console	1	ea	\$455.00	\$455.00
X	25	425-3704 Jotto Cupholders	1	ea	\$38.50	\$38.50
X	26	425-6652 Jotto 12V Power Outlets in 3" Faceplate with Plastic Covers (3 Outlets)	1	ea	\$35.00	\$35.00
X	27	425-6049 Jotto 1" Blank Faceplate	1	ea	\$0.00	\$0.00
X	28	425-6051 Jotto 2" Blank Faceplate	1	ea	\$0.00	\$0.00
X	29	425-6666 Federal Signal Pathfinder PF200R (Remote Head) - 3" Faceplate	1	ea	\$0.00	\$0.00
X	30	425-6260 Jotto Arm Rest	1	ea	\$44.00	\$44.00
X	31	TR-CM-SDMT-SL-L Troy Console Side, Height Adjustable Mount W/Slide Arm	1	ea	\$350.00	\$350.00
X	32	Troy Partition Recessed Back Panel Sliding Window, Diamond Pattern Mesh Bracket, Large Window (Ford Explorer Utility Interceptor)	1	ea	\$631.00	\$631.00
X	33	TR-SAB-20-FDUV-BB Troy Big-Boy Partition Mounting Kit Extra Seat-Back Recline. 100% seat slide.	1	ea	\$0.00	\$0.00
X	34	TR-KP-UV20-DAP-SS Troy Utility Kick Panel Assembly With Big-Foot Pockets	1	ea	\$136.89	\$136.89

EVALUATION TABULATION

Request For Bid - Public Safety Vehicle Equipment and Installation Services

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EVALUATION TABULATION

RFB No. RFB 24-027

Public Safety Vehicle Equipment and Installation Services

Selected	Line Item	Marked Patrol Vehicle Equipment - Ford Explorer Interceptor Utility			Public Safety Supply, LLC	
		Description	Quantity	Unit of Measure	Unit Cost	Total
X	35	TR-AC-20-UV-SET Troy Driver/Passenger Side Set Of Diamond-Punched Window Guards Ford Explorer Utility Interceptor	1	ea	\$164.02	\$164.02
X	36	TR-DP-UV20-SET Troy Driver and Passenger Side Door Panel (SET) Ford Explorer Utility Interceptor	1	ea	\$207.94	\$207.94
X	37	TR-PS-20-UVFX-O Troy Rear Cargo Partition With Square-Hole Window, Plastic Seat With OS Belts, Fire Cubby On DS	1	ea	\$1,425.00	\$1,425.00
X	38	TR-AC-20-UV-CGP Troy Rear Cage Airbag Corridor Gap Panel Set	1	ea	\$97.00	\$97.00
X	39	TR-AC-20-UV-HAT Hatch Window Guard Square Hole Design Ford Explorer Utility Interceptor	1	ea	\$111.00	\$111.00
X	40	GK0068E Setina T-Rail With 1082E Blac-Rac Gun Lock	1	ea	\$637.00	\$637.00
X	41	CG-X Havis ChargeGuard Select	1	ea	\$99.00	\$99.00
X	42	V23232-D0001-X001 Bosch/Tyco Single Pole, Single Throw Relay. 12 Volt, 75 A Resistance Load. For Use With Lightbars	1	ea	\$47.26	\$47.26
X	43	UT-1001 Havis Laptop Tray	1	ea	\$305.00	\$305.00
X	44	46061 8 Gang Fuse Block With Grounding Pad	1	ea	\$18.00	\$18.00
X	45	FE-416900Z-BW Federal Signal Corner Blue/White	2	ea	\$68.90	\$137.80
X	46	FE-416910Z-B Federal Signal Corner Blue	2	ea	\$68.90	\$137.80

EVALUATION TABULATION

Request For Bid - Public Safety Vehicle Equipment and Installation Services

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EVALUATION TABULATION

RFB No. RFB 24-027

Public Safety Vehicle Equipment and Installation Services

Selected	Line Item	Marked Patrol Vehicle Equipment - Ford Explorer Interceptor Utility			Public Safety Supply, LLC	
		Description	Quantity	Unit of Measure	Unit Cost	Total
X	47	364-01 Tuffy Atlas Universal Security Drawer 40" W X 20" L X 10" H W/Carpeting Interior And Top Key/Combo Lock Cargo Barrier Rails On Top & Adjustable Riser	1	ea	\$795.00	\$795.00
X	48	FE-PFSYNC-1 Federal Signal FS Join Sync Module	1	ea	\$164.95	\$164.95
X	49	Labor To Install All Items For This Vehicle Type Listed In The Bid.	1	ea	\$3,525.00	\$3,525.00
X	50	Labor To Install Products Provided By The Customer. Items Include LIND Power Inverter For Laptop Charging, Motorola Portable Radio Battery Charger As Well As Dash Camera and Rocket System By Utility. Must Be A Certified Installer For Utility.	1	ea	\$382.50	\$382.50
X	51	Custom Vehicle Graphics With Design Requested By Customer. "Clermont Police" On Each Side Of Vehicle With Black To White Fading Stripe, "Call 911" Sticker On Each Rear Side, City Of Clermont Logo On Each Rear Side. 4 Digit Vehicle Number On Front Driver's Side Bumper, Rear Passenger Side Hatch, And On Roof, "POLICE" On Center Rear Hatch.	1	ea	\$645.00	\$645.00
Total						\$17,285.72

EVALUATION TABULATION

Request For Bid - Public Safety Vehicle Equipment and Installation Services

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City of Clermont
Procurement Services
Freddy Suarez, Procurement Services Director
685 W. Montrose Street, Clermont, FL 34711

UNMARKED ADMINISTRATIVE VEHICLE EQUIPMENT

This package is based on a Ford Explorer Civilian Model. Actual vehicle may vary depending on assignment and/or availability.

Unmarked Administrative Vehicle Equipment					Public Safety Supply, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	52	FE-XSM2X-BRW-US Federal Signal XStream Light Blue/Red/White	2	ea	\$268.71	\$537.42
X	53	FE-PF200H Federal Signal Pathfinder handheld light/siren controller	1	ea	\$851.18	\$851.18
X	54	FE-ES100C Federal Signal Emergency Speaker	1	ea	\$203.00	\$203.00
X	55	FE-ESB-U Federal Signal Universal Speaker Bracket	1	ea	\$25.97	\$25.97
X	56	FE-RBKIT1 Federal Signal Rumbler Woofers	1	ea	\$188.15	\$188.15
X	57	FE-RB-FPIU20 Federal Signal Rumbler Bracket	1	ea	\$36.57	\$36.57
X	58	FE-OBDCABLE6-2 Federal Signal 6ft OBD Interface Cable	1	ea	\$121.90	\$121.90
X	59	FE-MPS63U-RBW Federal Signal Micropulse Ultra 6 Red/Blue/White	2	ea	\$121.37	\$242.74
X	60	FE-MPSM6-LB Federal Signal Micropulse Mounting Bracket	2	ea	\$10.07	\$20.14
X	61	FE-416900-BW Federal Signal Corner Blue/White	3	ea	\$68.90	\$206.70
X	62	FE-416910-B Federal Signal Corner Blue	2	ea	\$68.90	\$137.80
X	63	FE-416900-RW Federal Signal Corner Red/White	1	ea	\$68.90	\$68.90
X	64	FE-MPS63U-RBW Federal Signal Micropulse Ultra 6 Red/Blue/White	4	ea	\$121.37	\$485.48
X	65	FE-MPSM6-LB Federal Signal Micropulse Mounting Bracket	4	ea	\$10.07	\$40.28

EVALUATION TABULATION

RFB No. RFB 24-027

Public Safety Vehicle Equipment and Installation Services

Selected	Line Item	Unmarked Administrative Vehicle Equipment			Public Safety Supply, LLC	
		Description	Quantity	Unit of Measure	Unit Cost	Total
X	66	FE-CNSMJ8R-P1C Federal Signal Signalmaster 8 Head Rear Mount	1	ea	\$767.44	\$767.44
X	67	FE-CNSM-UM Federal Signal Mounting Bracket For Signalmaster	1	ea	\$32.86	\$32.86
X	68	FE-PFSYNC-1 Federal Signal FS Join Sync Module	1	ea	\$182.85	\$182.85
X	69	TR-CM-PSUV-SL-LED Troy Passenger Seat Mount With Slide Arm and Pivot Mount For Laptop Stand	1	ea	\$505.00	\$505.00
X	70	UT-1001 Havis Laptop Tray	1	ea	\$305.00	\$305.00
X	71	GK0068E Setina Single T-Rail With 1082E Black Rac Gun Lock	1	ea	\$675.00	\$675.00
X	72	364-01 Tuffy Atlas Universal Security Drawer 40" W X 20" L X 10" H W/Carpeting Interior And Top Key/Combo Lock Cargo Barrier Rails On Top & Adjustable Riser	1	ea	\$795.00	\$795.00
X	73	Labor To Install Products Provided By The Customer. Items Include LIND Power Inverter For Laptop Charging, Motorola Portable Radio Battery Charger As Well As Dash Camera and Rocket System By Utility. Must Be A Certified Installer For Utility.	1	ea	\$2,210.00	\$2,210.00
Total						\$8,639.38

EVALUATION TABULATION

Request For Bid - Public Safety Vehicle Equipment and Installation Services

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City of Clermont
Procurement Services
 Freddy Suarez, Procurement Services Director
 685 W. Montrose Street, Clermont, FL 34711

UNMARKED PATROL VEHICLE

This package is based on a Ford Explorer Interceptor. Actual vehicle may vary depending on assignment and/or availability.

Selected	Line Item	Unmarked Patrol Vehicle			Public Safety Supply, LLC	
		Description	Quantity	Unit of Measure	Unit Cost	Total
X	74	FE-SIFMJS-FPIU20 Federal Signal Spectralux ILS Low Profile Red/Blue/White Front Windshield	1	ea	\$993.75	\$993.75
X	75	FE-PF200R Federal Signal Pathfinder Siren/Light Controller	1	ea	\$851.18	\$851.18
X	76	FE-ES100C Federal Signal Emergency Speaker	1	ea	\$202.00	\$202.00
X	77	FE-ESB-FPIU20ND Federal Signal Speaker Bracket	1	ea	\$46.11	\$46.11
X	78	FE-OBDCABLE6-2 Federal Signal 6ft OBD Interface Cable	1	ea	\$121.90	\$121.90
X	79	FE-EXMOD24 Federal Signal Pathfinder Expansion Module	1	ea	\$204.58	\$204.58
X	80	FE-RBKIT1 Federal Signal Rumbler Woofers	1	ea	\$188.15	\$188.15
X	81	FE-RB-FPIU20 Federal Signal Rumbler Bracket	1	ea	\$36.57	\$36.57
X	82	FE-416900-BW Federal Signal Corner Blue/White	1	ea	\$68.90	\$68.90
X	83	FE-416900-RW Federal Signal Corner Red/White	1	ea	\$68.90	\$68.90
X	84	FE-MPSC2X-BW Federal Signal C Series Micropulse Blue/White	1	ea	\$100.00	\$100.00
X	85	FE-MPSC2X-RW Federal Signal C Series Micropulse Red/White	1	ea	\$100.00	\$100.00
X	86	FE-IPX-GRL17 Federal Signal Micropulse Grill Bracket	1	ea	\$48.76	\$48.76
X	87	FE-MPS63U-RBW Federal Signal Micropulse Ultra 6 Red/Blue/White	4	ea	\$121.37	\$485.48

EVALUATION TABULATION

RFB No. RFB 24-027

Public Safety Vehicle Equipment and Installation Services

Selected	Line Item	Unmarked Patrol Vehicle			Public Safety Supply, LLC	
		Description	Quantity	Unit of Measure	Unit Cost	Total
X	88	FE-MPS123U-RBW Federal Signal Micropulse Ultra 12 Red/Blue/White	2	ea	\$121.37	\$242.74
X	89	FE-MPSM6-LB Federal Signal L Bracket For Micropulse	2	ea	\$10.07	\$20.14
X	90	FE-MPS63U-RBW Federal Signal Micropulse Ultra 6 Red/Blue/White	10	ea	\$121.37	\$1,213.70
X	91	FE-416910Z-B Federal Signal Corner Blue	2	ea	\$68.90	\$137.80
X	92	FE-416900Z-BW Federal Signal Corner Blue/White	2	ea	\$68.90	\$137.80
X	93	FE-MPS63U-RBW Federal Signal Micropulse Ultra 6 Red/Blue/White	4	ea	\$121.37	\$485.48
X	94	FE-CNSMJ8R-P1C Federal Signal Signalmaster 8 Head Rear Mount	1	ea	\$767.44	\$767.44
X	95	FE-CNSM-UM Federal Signal Mounting Bracket For Signalmaster	1	ea	\$32.86	\$32.86
X	96	FE-PFSYNC-1 Federal Signal FS Join Sync Module	1	ea	\$121.90	\$121.90
X	97	GK0068E Setina Single T-Rail With 1082E Black Rac Gun Lock	1	ea	\$676.00	\$676.00
X	98	TR-CM-SDMT-SL-L Troy Console Side, Height Adjustable Mount W/Slide Arm	1	ea	\$350.00	\$350.00
X	99	UT-1001 Havis Laptop Tray	1	ea	\$305.00	\$305.00
X	100	CG-X Havis ChargeGuard Select	1	ea	\$99.00	\$99.00
X	101	V23232-D0001-X001 Bosch/Tyco Single Pole, Single Throw Relay. 12 Volt, 75 A Resistance Load. For Use With Lightbars	1	ea	\$47.26	\$47.26

EVALUATION TABULATION

Request For Bid - Public Safety Vehicle Equipment and Installation Services

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EVALUATION TABULATION

RFB No. RFB 24-027

Public Safety Vehicle Equipment and Installation Services

Selected	Line Item	Unmarked Patrol Vehicle			Public Safety Supply, LLC	
		Description	Quantity	Unit of Measure	Unit Cost	Total
X	102	46061 8 Gang Fuse Block With Grounding Pad	1	ea	\$18.00	\$18.00
X	103	364-01 Tuffy Atlas Universal Security Drawer 40" W X 20" L X 10" H W/Carpeting Interior And Top Key/Combo Lock Cargo Barrier Rails On Top & Adjustable Riser	1	ea	\$775.00	\$775.00
X	104	425-6508 Jotto Integrated Printek Brother Contour Console	1	ea	\$455.00	\$455.00
X	105	425-3704 Jotto Cupholders	1	ea	\$38.50	\$38.50
X	106	425-6652 Jotto 12V Power Outlets in 3" Faceplate with Plastic Covers (3 Outlets)	1	ea	\$35.00	\$35.00
X	107	425-6049 Jotto 1" Blank Faceplate	1	ea	\$0.00	\$0.00
X	108	425-6051 Jotto 2" Blank Faceplate	1	ea	\$0.00	\$0.00
X	109	425-6666 Federal Signal Pathfinder PF200R (Remote Head) - 3" Faceplate	1	ea	\$0.00	\$0.00
X	110	425-6260 Jotto Arm Rest	1	ea	\$44.00	\$44.00
X	111	425-0767 Jotto Sigle Cell Prisoner Transport System	1	ea	\$1,575.00	\$1,575.00
X	112	Labor To Install All Items Listed.	1	ea	\$3,315.00	\$3,315.00
Total						\$14,408.90

EVALUATION TABULATION

Request For Bid - Public Safety Vehicle Equipment and Installation Services

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City of Clermont
Procurement Services
Freddy Suarez, Procurement Services Director
685 W. Montrose Street, Clermont, FL 34711

LABOR RATE FOR INSTALLATION OF EQUIPMENT

Labor Rate for Installation of Equipment					Public Safety Supply, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	113	Hourly rate for installation of equipment	1	Hourly Rate at Respondent Facility	\$85.00	\$85.00
Total						\$85.00

LABOR RATE FOR OTHER INSTALLATION SERVICES AND NON-WARRANTY REPAIRS

Labor Rate for Other Installation Services and Non-Warranty Repairs					Public Safety Supply, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	114	Hourly rate at respondent's facility	1	Hour	\$85.00	\$85.00
X	115	Hourly rate for on-site work (Clermont facility)	1	Hour	\$110.00	\$110.00
Total						\$195.00



City of Clermont
Procurement Services
 Freddy Suarez, Procurement Services Director
 685 W. Montrose Street, Clermont, FL 34711

DELIVERY/TRANSPORTATION CHARGES

Delivery/Transportation Charges					Public Safety Supply, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	116	Delivery / transportation charges for finished vehicle to the Clermont Police Department or Fire Department if distance is more than 50 miles.	1	ea	\$0.00	\$0.00
Total						\$0.00

LIST PRICE

List Price				Public Safety Supply, LLC	
Selected	Line Item	Description	Unit of Measure	Discount (%)	Unit Cost
	117	Percent off manufacturer's list price for additional parts not listed in this solicitation	Percent	25%	
Total					\$0.00



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, November 28, 2023		
Agenda Item Name		
Police Pension Board Appointment		
Requested Action		
Approval of appointment of Kelly Cartier to the Police Pension Board		
Staff Report		
Consider appointing Kelly Cartier to fill the unexpired vacancy on the Police Pension Board through December 31, 2023 and the next two (2) year term expiring on December 31, 2025.		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, November 28, 2023		
Agenda Item Name		
Lake-Sumter Metropolitan Planning Organization Board Appointments		
Requested Action		
Approval of appointments to the Lake-Sumter Metropolitan Planning Organization ("MPO") Boards		
Staff Report		
The Lake Sumter Metropolitan Planning Organization ("MPO") affords the City of Clermont board positions and alternates on the MPO Board, Technical Advisory Board and a single position on the Community Advisory Committee. Consider appointing Michael Gonzalez as the Lake-Sumter MPO Board Member. Consider appointing Chandra Myers as the Lake-Sumter MPO Alternate Board Member. Consider appointing James Maiworm as the Lake-Sumter MPO Technical Advisory Board Member. Consider appointing John Kruse as the Lake Sumter MPO Technical Advisory Alternate Board Member. Consider the reappointment of Vincent Niemiec to the Community Advisory Committee.		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		

AGENDA ITEM

Meeting Date		
Tuesday, November 28, 2023		
Agenda Item Name		
Ordinance No. 2023-029 <i>Final</i> <i>Waterbrooke Phase 7 Annexation</i>		
Requested Action		
Recommend approval of Ordinance 2023-029		
Staff Report		
The applicant, Mattamy Orlando LLC, is requesting voluntary annexation of the subject property by adjacency to the City limits. The property, approximately 23.95 +/- acres, is adjacent to the Waterbrooke subdivision, which is in the City of Clermont.  The property is located within the Clermont Joint Planning Area (JPA) and Utility Service Boundary. The applicant is requesting a small scale comprehensive plan amendment and an amendment to the Waterbrooke PUD to allow a single family housing phase, Phase 7, to be developed. The property boundaries are contiguous to City Boundaries, as required by Florida Statutes for annexation. The City is able to serve the proposed development, and the annexation would be a logical expansion to the boundary. Staff recommends approval of Ordinance 2023-029.		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ord. 2023-029 Waterbrooke Ph 7 - Annx (10.30.2023)	Ord. 2023-029 Waterbrooke Ph 7 - Annx (10.30.2023).pdf	
2. Waterbrooke Ph 7 Maps	Waterbrooke Ph 7 Maps.pdf	
3. 1 - Bound Applications	1 - Bound Applications.pdf	
4. Ad_ANN Waterbrooke Ph 7 - Legal Ad ANN	Ad_ANN Waterbrooke Ph 7 - Legal Ad ANN.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2023-029

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND CONTIGUOUS TO THE PRESENT CITY BOUNDARIES; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Clermont, Lake County, Florida, has received a Petition for Annexation of a parcel of land contiguous to the present corporate limits under Section 171.044, Florida Statutes; and

WHEREAS, the City Council of the City of Clermont, Lake County, Florida, has determined that it is in the best interest of the City and of the property herein sought to be annexed that the City annex the following described property; and

WHEREAS, the City Council has determined that the area sought to be annexed is contiguous to the City and is in need of the services which the City can offer and the City has determined that such area sought to be annexed will be substantially benefitted by annexation; and

WHEREAS, the City Council has determined that all requirements of Section 171.044, Florida Statutes, have been met.

SECTION 1:

NOW, THEREFORE, BE IT ORDAINED, under the provisions of Florida Statute Chapter 171 and the General and Special Laws of the State of Florida; that the City of Clermont, Lake County, Florida, does hereby annex to and make part of its corporate boundaries; the following described property contiguous to the present City boundary, to-wit:

LEGAL DESCRIPTION

THE NORTH HALF (N 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4); THE NORTH QUARTER (N 1/4) OF GOVERNMENT LOT 2; ALL IN SECTION 35, TOWNSHIP 22 SOUTH, RANGE 26 EAST OF THE TALLAHASSEE MERIDIAN.

ALSO: BEGIN AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 35, TOWNSHIP 22 SOUTH, RANGE 26 EAST, RUN THENCE WEST ALONG THE MID-SECTION LINE 1304.75 FEET, THENCE NORTH 8.3 FEET, THENCE EAST TO A POINT 50.25 FEET NORTH OF THE POINT OF BEGINNING, THENCE SOUTH TO THE POINT OF BEGINNING.

CONTAINING 23.955 ACRES, MORE OR LESS, TO THE SAFE UPLAND LINE AND BEING SUBJECT TO ANY EASEMENTS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

CITY OF CLERMONT
ORDINANCE NO. 2023-029

LOCATION

Vacant parcel located southeast of the Friendship Road and Lost Lake Road intersection
 Alternate Key 1412021
 23.96 +/- Acres



SECTION 2:

That the afore described property shall be and hereby is made part and parcel of the City of Clermont, Lake County, Florida, and that said property shall be subject to all the laws, ordinances, and provisions pertaining to the City of Clermont.

SECTION 3:

All property afore described shall henceforth be subject to ad valorem taxation by the City of Clermont, Lake County, Florida, and any other general or special taxes or assessments.

SECTION 4: CONFLICT

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

SECTION 5: SEVERABILITY

Should any Section or part of a Section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply or affect any other provision of this Ordinance, except to the extent that the entire Section or part of the Section may be separable in meaning and effect from the Section to which such holding shall apply.



CITY OF CLERMONT
ORDINANCE NO. 2023-029

SECTION 6: ADMINISTRATIVE CORRECTION

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

SECTION 7: RECORDING

This Ordinance shall be recorded in the Public Records of Lake County, Florida.

SECTION 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.



CITY OF CLERMONT
ORDINANCE NO. 2023-029

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, on this 28th day of November, 2023.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

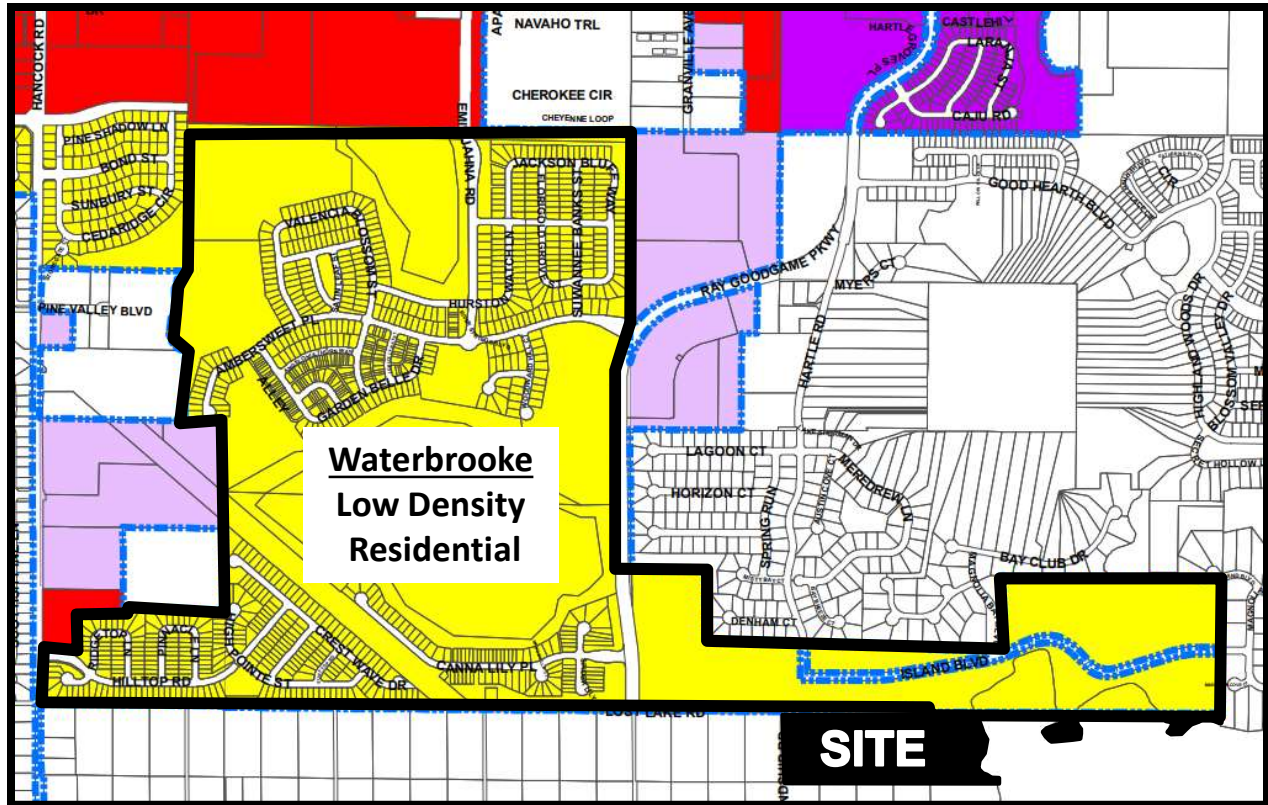
Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map – Waterbrooke Phase 7



Exhibit – Future Land Use Map – Waterbrooke Phase 7





CITY OF CLERMONT REZONING FILING INSTRUCTIONS

Any person requesting a Rezoning shall file a complete application and pay a fee as established by resolution of the City Council in the Development Services Department on or before the 1st day of the month; Complete applications may then be scheduled for Public Hearings the following month – on the 1st Tuesday (Planning & Zoning Commission), 2nd Tuesday (City Council first reading only) and 4th Tuesday (City Council adoption). All applications must be complete, and include applicable site plans and/or pertinent descriptive materials in order to be processed. Dependent upon the scope and/or magnitude of a particular project, scheduling of one or more City Council workshop(s) may also be necessary and additional time may be required prior to being schedule for public hearings.

A Pre-Application meeting with the Development Services Director (or designated staff) may be required prior to submittal of the application. Please check with the Development Services Department staff.

The Applicant shall provide the following information with this application in a PDF format on a CD or electronically via email to planning@clermontfl.org:

- Completed application. Include all signatures:
 - Applicant's signature (if different from owner of record)
 - Owner's signature (owner of record) unless power of attorney or notarized letter authorizing the applicant to act as the duly authorized agent for the owner is submitter with the application.
- Proof of ownership – (i.e. Lake County Property record card, tax receipt, or deed)
- Legal Description in a word document to be used for legal advertising and in the ordinance for rezoning.
- Plot plan (drawn to scale) of the property involved showing the location of existing building or structures and the location of proposed building or structures which specifically delineates and illustrates the extent of the rezoning request. Maximum size for plans 11" x 17" (two full size copies for detail as needed, depending on rezoning)
 - a. Name, address and phone number of the applicant.
 - b. North arrow, date and scale.
 - c. Property lines, existing structures, proposed structures and contiguous streets.
 - d. A short description of the proposed structural usage.
 - e. A topographical map with five (5) foot contour lines (if deemed necessary for clarification purposes by City staff).
- Fee: \$542.00 plus the cost of the advertisement, plus the cost of traffic review, if necessary



CITY OF CLERMONT
REZONING
APPLICATION

DATE		FEE: \$542.00 + cost of advertisement + cost of traffic review, if necessary	
Project Name (if applicable) Waterbrooke Phase 7			
Applicant Mattamy Orlando, LLC			
Contact Person Jonathan D. Droor, PE, Assistant Vice President			
Address 2450 Maitland Center Parkway, Suite 300		City Maitland	State FL Zip 32751
Telephone 407-215-6264		Fax	
Email Jon.Droor@mattamycorp.com			
OWNER INFORMATION			
Owner's Name Friendship Capital Group, LLC			
Owner Address 103 Commerce Street, Suite 160		City Lake Mary	State FL Zip 32746
Telephone 407-548-6201		Email sidjaffer@yahoo.com	
PROPERTY INFORMATION			
Address of Subject Property Friendship Road		City Clermont	State FL Zip 34711
Legal Description (include copy of survey) See attached survey with legal description.			
Acreage ±23.955		Land Use (City verification required) Rural (County) / Low Density Residential (City-requested under separate application)	
Present Zoning (City verification required) A (County)		Proposed Zoning PUD (City)	



CITY OF CLERMONT REZONING APPLICATION

Answers to the following questions are required to complete this application.

What are you proposing to do that would require a rezoning?

Mattamy Orlando, LLC (Mattamy) is under contract to purchase approximately 24 acres of land in unincorporated Lake County adjacent to the previously approved ±569-acre Waterbrooke PUD. Since the property is contiguous to the City limits, Mattamy is filing, on behalf of the Owner, Applications for Annexation, Comprehensive Plan Amendment and Rezoning in order to add the subject property to the Waterbrooke PUD and increase the number of residential units within the Waterbrooke PUD to 1,200.

Check box to indicate additional materials are provided via attachment. ☒

Jonathan D. Droor, PE, Asst. VP

Applicant Name (print)

x

Applicant Name (signature)

Sadique Jaffer, Managing Member

Owner Name (print)

x

Owner Name (signature)

City of Clermont

Development Services Department

685 W. Montrose St.

P.O. Box 120219

Clermont, FL 34712-0219

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

5/22/2020



CITY OF CLERMONT
COMPREHENSIVE PLAN AMENDMENT
Application Instructions

APPLICATION FEE:

- **Large Scale Comprehensive Plan Amendment** - \$2,325 plus cost of advertisement
Includes text amendments that impact the Goals, Objectives and Policies of the comprehensive plan; Future Land Use Map or map series amendment over 10 acres
- **Small Scale Comprehensive Plan Amendment** - \$755.00 plus cost of advertisement
Includes Future Land Use Map amendments of less than 10 acres, with no impact to the Goals, Objectives and Policies.
- **Development of Regional Impact (DRI)** - \$10,000 escrow plus actual costs of advertising for a DRI amendment.

APPLICATION PROCESS:

Applicants must schedule a pre-application meeting with the City's Site Review Committee prior to submitting a completed application. Once an application has been completed, please call a staff planner, (352) 394-4083, to schedule the pre-application meeting.

After the Site Review Committee meeting, and after any requests for additional information have been met by the applicant, the City's planning staff will prepare the amendment with its supporting data and analysis and schedule the Planning & Zoning Commission hearing. The Planning & Zoning Commission meets the first Tuesday of the month, and will make a recommendation on the proposed amendment to the City Council. The Council will then review the proposed amendment at a public hearing and may vote to approve (small scale amendment) or to transmit it (large scale amendment) to the Florida Department of Economic Opportunity (DEO) and all reviewing agencies.

DEO will review the amendment within 60 days and notify the City of any concerns. Other public agencies may file objections separately.

AMENDMENT TIME FRAME:

- *Small Scale Amendments and Large Scale Amendments* – may take up to three months to process depending on meeting schedules, review time frames, staff preparation time, etc. The City does try to consolidate amendments as much as possible to help save on advertising costs. Applicants must have attended a pre-application meeting prior to submitting applications for the deadlines. Please note that all hearing dates are tentative and subject to change.



A Pre-Application meeting with the Development Services Director (or designated staff) may be required prior to submittal of the application. Please check with the Development Services Department staff.

Application Information Required

A complete application includes the items below in addition to the attached application:

- Completed application. - Include all signatures
- Proof of ownership – (i.e. Lake County Property record card, tax receipt, deed, or tax receipt)
- Complete legal description in Word (not all caps) emailed to planning@clermontfl.org
- Current survey and location map (acreage included)
- Signed owner affidavit (unless power of attorney or notarized letter authorizing the applicant to act as the duly authorized agent for the owner is submitted with the application)
- Signed Applicant affidavit
- Application fee

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



CITY OF CLERMONT
COMPREHENSIVE PLAN AMENDMENT
Application

DATE: _____

FEE: _____

Project Name (if applicable): Waterbrooke Phase 7 _____

Applicant: Mattamy Orlando, LLC _____

Contact Person: Jonathan D. Droor, PE, Assistant Vice President _____

Address: 2450 Maitland Center Parkway, Suite 300 _____

City: Maitland _____ **State:** FL _____ **Zip:** 32751 _____

Phone: 407-215-6264 _____ **Fax:** _____

E-Mail: Jon.Droor@mattamycorp.com _____

OWNER: Friendship Capital Group, LLC _____

Address: 103 Commerce Street, Suite 160 _____

City: Lake Mary _____ **State:** FL _____ **Zip:** 32746 _____

Phone: 321-624-3126 _____ **Fax:** _____

E-Mail: sidjaffer@yahoo.com _____

General Location: East side of Friendship Road, South of Lost Lake Road _____

Legal Description (include copy of survey): See attached - Alt Key #1412021 _____

Property size (in acres or square feet): 23.955 ac.

Flood hazard area (yes) x _____ **and approx. acreage** 3.5 ac. _____ **(no)** _____

Existing (Actual) Land Use: Vacant Undeveloped _____

Existing Zoning: A (County) _____

Existing Future Land Use: Rural - Max 1 DU/5 Net Acres (County) _____

Proposed Future Land Use: Low Density Residential (City) _____

Type of development proposed: Single Family Residential _____



1.9 dwelling units/gross acre across

Proposed density (dwelling units/acre) or intensity: entire Waterbrooke PUD

Proposed Zoning District: PUD

Summary of the proposed amendment content and effect that describes any changed conditions that would justify the proposed amendment, and why there is a need for the proposed amendment (use additional sheets if necessary).

Mattamy Orlando, LLC (Mattamy) is under contract to purchase approximately 24 acres of land in unincorporated Lake County adjacent to the previously approved Waterbrooke PUD. Since the property is contiguous to the City limits, Mattamy is filing, on behalf of the Owner, an Application for Annexation, which requires that the City's Comprehensive Plan be amended to provide a City Future Land Use designation. Mattamy is also filing an Application for Rezoning in order to add the subject property to Waterbrooke PUD. Mattamy is requesting a City Future Land Use designation of Low Density Residential, which is consistent with the Future Land Use of the Waterbrooke PUD and compatible with the surrounding Lake County Future Land Use designations.

The City of Clermont may require additional information to justify, clarify or explain the necessity of the requested Comprehensive Plan Amendment which may include the following:

- Information regarding the compatibility of the proposed land use amendment(s) with the Goals, Objectives and Policies of the Future Land Use Element and any other affected comprehensive plan elements.
- A description of how the proposed amendment(s) will result in an orderly and logical development pattern with existing and proposed land use(s) of the area.
- A description of the present availability of, and estimated demand on the following public facilities: potable water, sanitary sewer, transportation system and recreation, as appropriate.

******* NOTICE *******

IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A DELAY ON PROCESSING AND WILL NOT BE SCHEDULED UNTIL CORRECTIONS ARE MADE.

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



APPLICANT'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

Jonathan D. Droor, PE, Assistant Vice President, Mattamy Orlando, LLC, who being

by me first duly sworn on oath, deposes and says:

1. That he (she) affirms and certifies that he (she) understands and will comply with all ordinances, regulations and policies of Lake County, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his (her) knowledge and belief, and further, that this application and attachments shall become part of the official records of the City of Clermont, Florida, and are not returnable.
2. That he (she) desires a Future Land Use Amendment from Rural (County) _____ to Low Density Residential (City) _____ for the property legally described on the attachment of this application.
3. That the submittal requirements for the application have been completed and attached hereto as part of the application.

Jonathan D. Droor, PE, Assistant Vice President

Affiant - Applicant Name (print)

X

Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 15th day of DECEMBER, 2022.



X Gillian T. Chung-Miller
Notary Public, State of Florida at Large

My Commission Expires: 02/26/2023



OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared
Sadique Jaffer, Managing Member, Friendship Capital Group, LLC, who being

by me first duly sworn on oath, deposes and says:

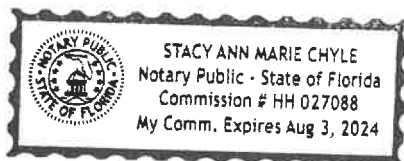
1. That he (she) is the fee-simple owner of the property legally described on the attachment of this application.
2. That he (she) desires a Future Land Use Amendment from
Rural (County) to Low Density Residential (City) for the
property legally described on the attachment of this application.
3. That the owner of said property has appointed Jonathan D. Droor, PE, Asst. VP
Mattamy Orlando, LLC to act as agent
on his (her) behalf to accomplish the above. The owner is required to complete the
APPLICANT'S AFFIDAVIT of this application if no agent is appointed to act in his
(her) stead.

Sadique Jaffer, Managing Member
Affiant - Applicant Name (print)

X [Signature]
Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 9 day of December, 2022



X [Signature]
Notary Public, State of Florida at Large

My Commission Expires: 8/3/24



CHECK LIST & FILING INSTRUCTIONS

The following required information shall be submitted when applying for an **ANNEXATION**.

1. ☒ Application & Petition by the landowners for Annexation (pages 3 and 4).
2. ☒ General application form (page 5).
3. ☒ Authorization for agent/owner representation (page 6)
4. ☒ LEGAL DESCRIPTION: Email legal description typed in Word (not all capitalized) to planning@clermontfl.org. Include a copy of the latest TAX RECEIPT or recorded WARRANTY DEED showing the current fee simple owner.
5. ☒ Map showing general area of site for which Annexation is being requested.
6. ☒ Submit original application along with \$155.00 filing fee. (Price for advertisement will be invoiced once the cost has been received)

NOTE: All territory annexed into the City of Clermont is automatically zoned Urban Estate Residential (UE) Zoning District. A separate application for a Land Use Plan Amendment & Rezoning is required. Applicable fees shall apply.

PROCEDURES:

1. The proposed use of the property must be assessed to determine if there will be an increase in demand on the water or wastewater systems prior to submittal of the application. Any increase in demand on the water or wastewater systems will be subject to impact fees.
2. Any person requesting an Annexation shall file a complete application in the Development Services Department on or before the 1st day of the Month. Complete applications will then be scheduled for Public Hearing on the 4th Tuesday of the following month for the City Council meeting. All applications must be complete, to include applicable site plans and/or other pertinent descriptive materials in order to be processed. A pre-application meeting may be required prior to submission of an application. Dependent upon the scope and/or magnitude of a particular project, scheduling of one or more City Council Workshop(s) may also be necessary and additional time may be required prior to being scheduled for public hearing.
3. Upon receipt of a complete application, the Development Services Department shall proceed with the request for a public hearing in accordance with the following:
 - A: The owners of all property lying within one hundred fifty (150) feet of the property requested to be annexed shall be notified by mail.
 - B. A legal advertisement of the request shall be advertised in a local newspaper prior to the meeting date.
4. Failure to provide an accurate and complete application will result in automatic rejection and return of the application and delay of the hearing date.



APPLICATION & PETITION

DATE: _____

FEE: \$155.⁰⁰
+ cost of advertising

Please type or print – use black pen/ink only.

PROJECT NAME (if applicable): Waterbrooke Phase 7

APPLICANT: Mattamy Orlando, LLC - Jonathan D. Droor, PE, Assistant Vice President

Address: 2450 Maitland Center Parkway, Suite 300

City: Maitland State: FL Zip: 32751

Phone: 407-215-6264 Fax: _____

Applicant is: Owner: ☐ Agent: ☐ Purchaser: ☒ Lessee: ☐ Optionee: ☐

OWNER: Friendship Capital Group, LLC - Sadique Jaffer, Managing Member

Address: 103 Commerce Street, Suite 160

City: Lake Mary State: FL Zip: 32746

Phone: 407-548-6201 Fax: _____

AGENT NAME (Affidavit required): Mattamy Orlando, LLC - Jonathan D. Droor, PE, Asst. VP

Address: 2450 Maitland Center Parkway, Suite 300

City: Maitland State: FL Zip: 32751

Phone: 407-215-6264 Fax: _____

E-Mail: Jon.Droor@mattamycorp.com

Property address and/or general location: Friendship Road, Clermont, FL 34711

Alt Key #1412021

Area of property: 23.955 +/- acres, and/or 1,043,480 +/- sq. ft.

The property is PRESENTLY used for: Vacant Undeveloped

The property is PROPOSED to be used for: Low Density Residential



Existing Lake County Land Use* : Rural

Existing Lake County Zoning* : A

*** NOTE: All property annexed into the City of Clermont is automatically zoned Urban Estate Residential (UE) Zoning District. A separate application for a Land Use Plan Amendment & Rezoning is required. Applicable fees shall apply.**

Number of existing structures on the property and their present use: None

State the reason or basis for this request: _____

Planned Residential Development / Expansion of Waterbrooke PUD

EXACT LEGAL DESCRIPTION as shown on the Tax Receipt or Warrant Deed.
(attach copy).

Section 35, Township 22, Range 26

See attached boundary survey with legal description.

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



**PETITION OF LANDOWNER(S) FOR ANNEXATION
OF CERTAIN PROPERTY TO THE CITY OF CLERMONT**

WE, the undersigned landowner(s) pursuant to the provisions of Chapter 59-1497 (Senate Bill No. 912), Laws of Florida, Regular Session 1959, entitled

AN ACT TO AMEND CHAPTER 9820, LAWS OF FLORIDA, SPECIAL ACT OF 1923, AS AMENDED, BEING THE CHARTER OF THE CITY OF CLERMONT, FLORIDA, TO PROVIDE ENABLING LEGISLATION FOR THE FUTURE ANNEXATION OF CONTIGUOUS TERRITORY BY PETITION AND CONSENT OF THE LANDOWNER(S) IN THE AREA SOUGHT TO BE ANNEXED: PROVIDING THAT SAID PROVISIONS SHALL BE CUMULATIVE: PROVIDING THAT THE PROPERTY ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY, AND PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL OF SUCH TERRITORY HAD BEEN A PART OF THE CITY OF CLERMONT AT THE TIME OF THE PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES, AND FIXING EFFECTIVE DATE,

hereby petition that the hereinafter described real estate be annexed to, and become a part of the city limits of the City of Clermont, a municipal corporation in Lake County, Florida, created and existing pursuant to Chapter 9820, Laws of Florida, Special Acts of 1923, and amendatory and supplementary acts thereto, and we, jointly and severally, consent to such annexation of such area to said City of Clermont and upon annexation sought by this petition, all of the property, real and personal, within such area, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties and privileges of said City of Clermont, Florida and the said property shall be liable, proportionally, for all the present outstanding and existing, as well as future, indebtedness of the said City of Clermont; that all of the ordinances of the City of Clermont and all laws heretofore passed by the Legislature of the State of Florida, relating to and which now or hereafter constitute its Charter shall apply to have the same force and effect in such territory as may be annexed under the provisions hereof as if all of such territory had been part of the City of Clermont at the time of the passage and approval of said laws and ordinances.

IN WITNESS WHEREOF, we, the undersigned landowners, as petitioners, have hereunto set our hands and seals as of the 15TH day of DECEMBER, 2022.

Legal description of the property: (Type, print in black ink, or attach a copy of the warranty deed or current tax receipt).

Jonathan D. Droor, PE, Assistant Vice President

Landowner (Petitioner)

12/15/2022

Date

Gillian T. Chung-Miller
Notary Public

02/26/2023

My Commission Expires





OWNER / AGENT AFFIDAVIT (ANNEXATION)

Date: _____

Before me, the undersigned authority personally appeared Sadique Jaffer, Managing Member
Friendship Capital Group, LLC (owner(s) name), who being by me duly sworn on oath,
deposes and says:

1. That said authority is the fee-simple owner of the property legally described in this application.
2. That said authority desires an ANNEXATION to allow:
Planned Residential Development
3. That said authority (owner) has appointed (agent's name) Jonathan D. Droor, PE,
Assistant Vice President, Mattamy Orlando, LLC to act in its behalf to accomplish the above, and
before me the undersigned authorized agent personally appeared and being by me duly
sworn on oath, deposes and says:

A. That he/she affirms and certifies that he/she understands and will comply with all Ordinances, Regulations, and Provisions of the City of Clermont, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his/her knowledge and belief, and further, that this application and attachments shall become part of the Official Records of the City of Clermont, Florida, and are not returnable.

B. That the Submittal requirements for the application have been completed and attached hereto as part of that application.

X _____ X _____
Owner (signature) Agent's (signature)

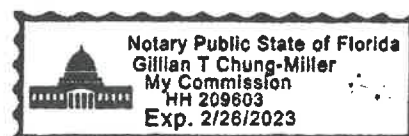
Sworn to and subscribed before
me this 9 day of December,
2022.

Stacy Ann Marie Chyle
Notary Public, State of FL
My commission expires: 8/3/24

Sworn to and subscribed before
me this 15th day of DECEMBER,
2022.

Gillian T. Chung-Miller
Notary Public, State of FL
My commission expires: 02/26/2023

***Note:** Owner must sign affidavit. When agent is representing case, both agent and owner must sign affidavit.



LEGAL NOTICE

The Clermont City Council will consider the enactment of the following proposed Ordinance at their regularly scheduled meeting to be held Tuesday, November 28, 2023 at 6:30 PM at Clermont City Hall, Council Chambers located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2023-029

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND CONTIGUOUS TO THE PRESENT CITY BOUNDARIES; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVINERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

LOCATION:

Vacant parcel located southeast
of the Friendship Road and Lost Lake Road intersection
Alternate Key 1412021
23.96 +/- Acres



LEGAL DESCRIPTION:

THE NORTH HALF (N 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4); THE NORTH QUARTER (N 1/4) OF GOVERNMENT LOT 2; ALL IN SECTION 35, TOWNSHIP 22 SOUTH, RANGE 26 EAST OF THE TALLAHASSEE MERIDIAN.

ALSO: BEGIN AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 35, TOWNSHIP 22 SOUTH, RANGE 26 EAST, RUN THENCE WEST ALONG THE MID-SECTION LINE 1304.75 FEET, THENCE NORTH 8.3 FEET, THENCE EAST TO A POINT 50.25 FEET NORTH OF THE POINT OF BEGINNING, THENCE SOUTH TO THE POINT OF BEGINNING.

CONTAINING 23.955 ACRES, MORE OR LESS, TO THE SAFE UPLAND LINE AND BEING SUBJECT TO ANY EASEMENTS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

The public hearings are held at the City Hall, Council Chambers, located at 685 W. Montrose Street, and are open to public comment. Please call (352) 394-4083, ext. 3 if you have any questions.

The proposed ordinance may be inspected at the Clermont Development Services Department (City Hall, 1st floor) Monday through Friday, 8 a.m. to 5 p.m.

Please be advised that under state law, any person deciding to appeal a public hearing decision will need a record of the proceedings and may need to ensure a verbatim record is made.

Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

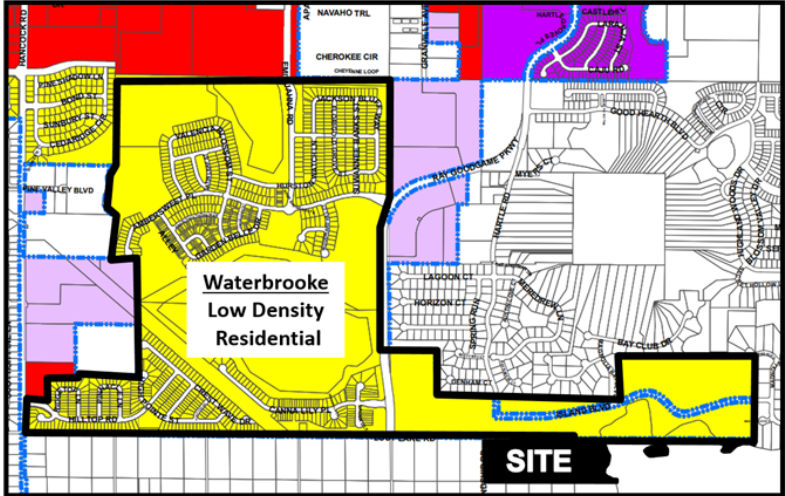
Tracy Ackroyd Howe, MMC
City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, November 28, 2023		
Agenda Item Name		
Ordinance No. 2023-030 <i>Final</i> <i>Waterbrooke Phase 7 SSCP</i>		
Requested Action		
Recommend approval of Ordinance 2023-030		
Staff Report		
The applicant, Mattamy Orlando LLC, is requesting a small scale comprehensive plan amendment (SSCP) for approximately 23.95 +/- acres adjacent to the Waterbrooke subdivision. The property is currently in Lake County with a future land use of Rural. The applicant is requesting a future land use map change from Rural to Low Density Residential once it is annexed into the City of Clermont. Low Density Residential allows up to three dwelling units per acre. The applicant is proposing an additional phase, Phase 7, to the existing Waterbrooke subdivision. The Low Density Residential future land use is consistent with the existing future land use for the entire Waterbrooke PUD. The property will be accessed from within the existing Waterbrooke development, and an amendment to the existing PUD is being sought. The development proposal for this parcel does not conflict with the Low Density Residential future land use within the City's Comprehensive Plan. Staff recommends approval of Ordinance 2023-030. <i>The Planning and Zoning Commission recommended approval, 3-1.</i>		
		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ord. 2023-030 Waterbrooke Ph 7 - CPA (10.16.2023)	Ord. 2023-030 Waterbrooke Ph 7 - CPA (10.16.2023).pdf	
2. Waterbrooke Ph 7 Maps	Waterbrooke Ph 7 Maps.pdf	

3.	2030 - 30 Before	2030 - 30 Before.pdf
4.	2023 - 30 After	2023 - 30 After.pdf
5.	1 - Bound Applications	1 - Bound Applications.pdf
6.	Ad_SSCPA Waterbrooke Ph 7 - Legal Ad SSCPA	Ad_SSCPA Waterbrooke Ph 7 - Legal Ad SSCPA.pdf



CITY OF CLERMONT
ORDINANCE NO. 2023-030

AN ORDINANCE OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTING THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT FOR THE CITY OF CLERMONT, FLORIDA, PURSUANT TO THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING ACT, CHAPTER 163, PART II, FLORIDA STATUTES; SETTING FORTH THE AUTHORITY FOR ADOPTION OF THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT; SETTING FORTH THE PURPOSE AND INTENT OF THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR THE ADOPTION OF THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT; ESTABLISHING THE LEGAL STATUS OF THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the Comprehensive Plan of the City of Clermont was adopted by the City of Clermont on June 23, 2009, in accordance with the Local Government Planning and Land Development Regulations Act of 1985, Chapter 163, Part II, Florida Statutes; and

WHEREAS, the Comprehensive Plan of the City of Clermont may be amended pursuant to Florida Statute 163.3187; and

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

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

SECTION 1:

After public hearings held by the City of Clermont Local Planning Agency and the Clermont City Council, the Future Land Use Map of the Comprehensive Plan of the City of Clermont is hereby amended by changing the following described property as shown:

LEGAL DESCRIPTION

THE NORTH HALF (N 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4); THE NORTH QUARTER (N 1/4) OF GOVERNMENT LOT 2; ALL IN SECTION 35, TOWNSHIP 22 SOUTH, RANGE 26 EAST OF THE TALLAHASSEE MERIDIAN.

ALSO: BEGIN AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 35, TOWNSHIP 22 SOUTH, RANGE 26 EAST, RUN THENCE WEST ALONG THE MID-SECTION LINE 1304.75 FEET, THENCE NORTH 8.3 FEET, THENCE EAST TO A POINT 50.25 FEET NORTH OF THE POINT OF BEGINNING, THENCE SOUTH TO THE POINT OF BEGINNING.

CONTAINING 23.955 ACRES, MORE OR LESS, TO THE SAFE UPLAND LINE AND BEING SUBJECT TO ANY EASEMENTS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

LOCATION

Vacant parcel located southeast of the Friendship Road and Lost Lake Road intersection
Alternate Key 1412021
23.96 +/- Acres



FUTURE LAND USE MAP CHANGE

FROM: LAKE COUNTY RURAL
TO: CITY OF CLERMONT LOW DENSITY RESIDENTIAL

SECTION 2: CONFLICT

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

SECTION 3: SEVERABILITY

Should any Section or part of this Section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply to or affect any other provision of this Ordinance, except to the extent that the entire Section or part of the Section may be inseparable in meaning and effect from the Section to which such holding shall apply.



CITY OF CLERMONT
ORDINANCE NO. 2023-030

SECTION 4: ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR

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

SECTION 5: PUBLICATION AND EFFECTIVE DATE

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



CITY OF CLERMONT
ORDINANCE NO. 2023-030

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 28th day of November 2023.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

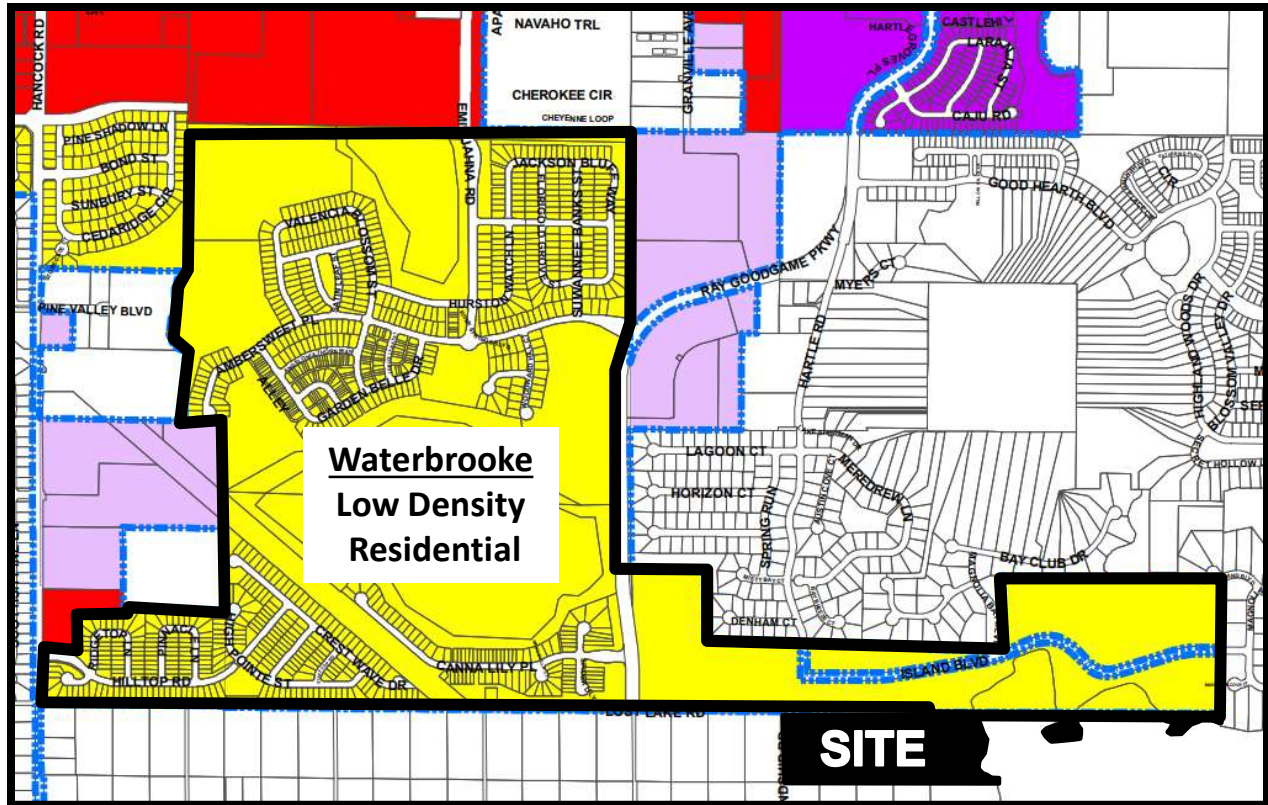
Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map – Waterbrooke Phase 7



Exhibit – Future Land Use Map – Waterbrooke Phase 7



Before
2023 - 30

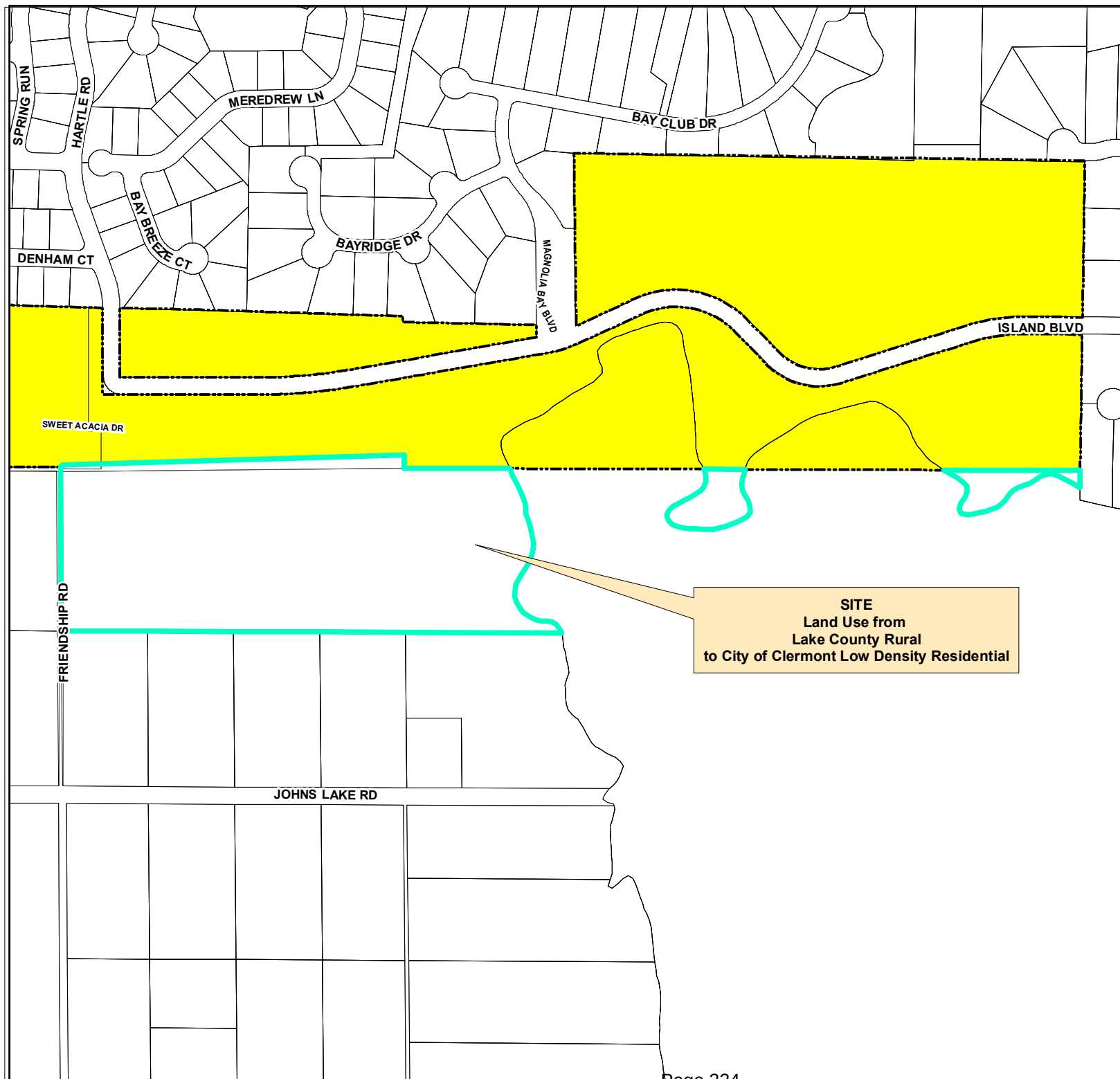
Legend

 City Limits

Clermont FLU

Land Use

-  Commercial
-  Conservation
-  Downtown MU
-  High Density Residential
-  Industrial
-  Low Density Residential
-  Master Planned Development
-  Medium Density Residential
-  Office
-  Parks
-  Public Fac/Institutional
-  Residential/Office



After
2023 - 30

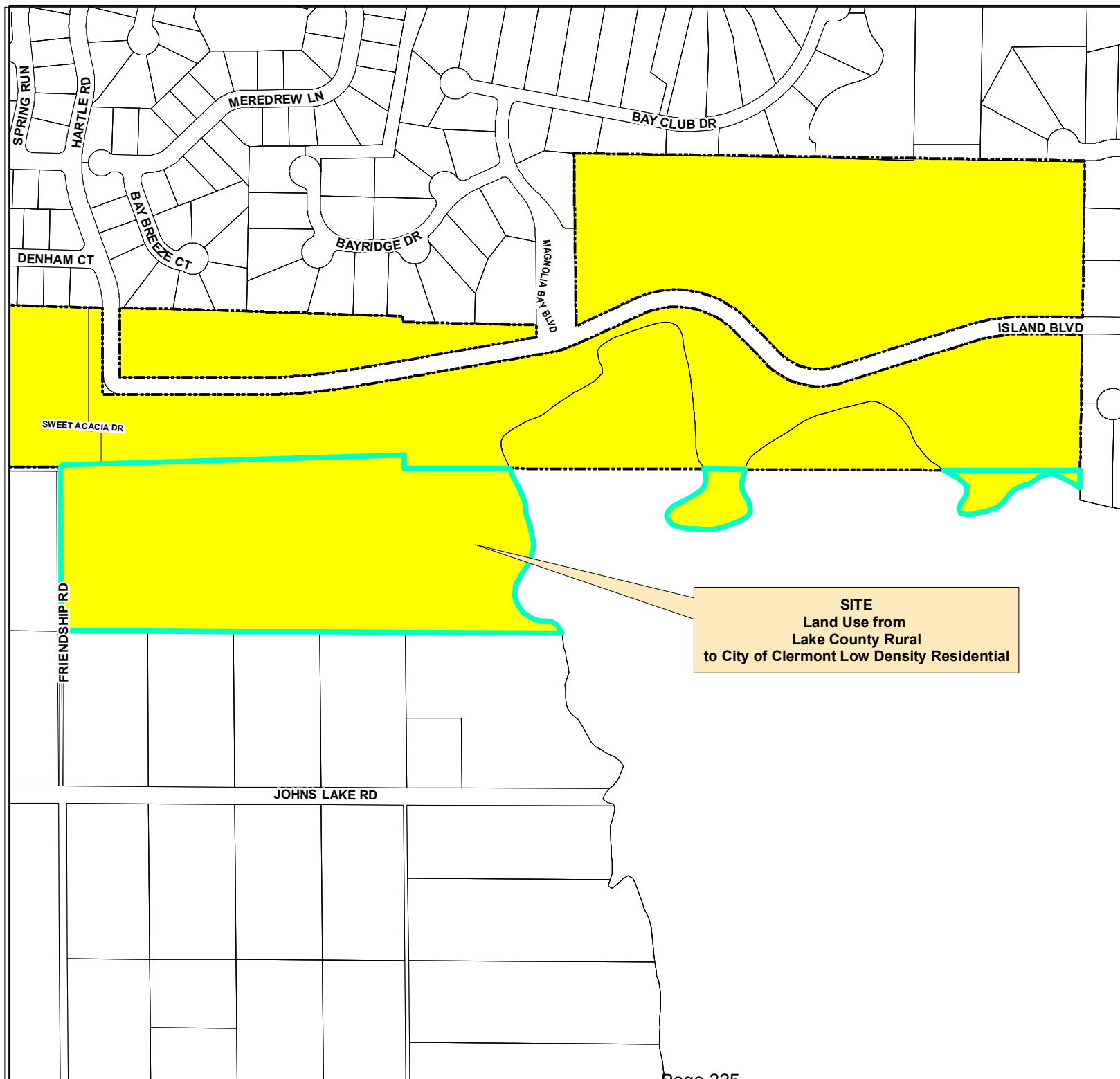
Legend

 City Limits

Clermont FLU

Land Use

-  Commercial
-  Conservation
-  Downtown MU
-  High Density Residential
-  Industrial
-  Low Density Residential
-  Master Planned Development
-  Medium Density Residential
-  Office
-  Parks
-  Public Fac/Institutional
-  Residential/Office





CITY OF CLERMONT REZONING FILING INSTRUCTIONS

Any person requesting a Rezoning shall file a complete application and pay a fee as established by resolution of the City Council in the Development Services Department on or before the 1st day of the month; Complete applications may then be scheduled for Public Hearings the following month – on the 1st Tuesday (Planning & Zoning Commission), 2nd Tuesday (City Council first reading only) and 4th Tuesday (City Council adoption). All applications must be complete, and include applicable site plans and/or pertinent descriptive materials in order to be processed. Dependent upon the scope and/or magnitude of a particular project, scheduling of one or more City Council workshop(s) may also be necessary and additional time may be required prior to being schedule for public hearings.

A Pre-Application meeting with the Development Services Director (or designated staff) may be required prior to submittal of the application. Please check with the Development Services Department staff.

The Applicant shall provide the following information with this application in a PDF format on a CD or electronically via email to planning@clermontfl.org:

- Completed application. Include all signatures:
 - Applicant's signature (if different from owner of record)
 - Owner's signature (owner of record) unless power of attorney or notarized letter authorizing the applicant to act as the duly authorized agent for the owner is submitter with the application.
- Proof of ownership – (i.e. Lake County Property record card, tax receipt, or deed)
- Legal Description in a word document to be used for legal advertising and in the ordinance for rezoning.
- Plot plan (drawn to scale) of the property involved showing the location of existing building or structures and the location of proposed building or structures which specifically delineates and illustrates the extent of the rezoning request. Maximum size for plans 11" x 17" (two full size copies for detail as needed, depending on rezoning)
 - a. Name, address and phone number of the applicant.
 - b. North arrow, date and scale.
 - c. Property lines, existing structures, proposed structures and contiguous streets.
 - d. A short description of the proposed structural usage.
 - e. A topographical map with five (5) foot contour lines (if deemed necessary for clarification purposes by City staff).
- Fee: \$542.00 plus the cost of the advertisement, plus the cost of traffic review, if necessary



CITY OF CLERMONT
REZONING
APPLICATION

DATE		FEE: \$542.00 + cost of advertisement + cost of traffic review, if necessary	
Project Name (if applicable) Waterbrooke Phase 7			
Applicant Mattamy Orlando, LLC			
Contact Person Jonathan D. Droor, PE, Assistant Vice President			
Address 2450 Maitland Center Parkway, Suite 300		City Maitland	State FL Zip 32751
Telephone 407-215-6264		Fax	
Email Jon.Droor@mattamycorp.com			
OWNER INFORMATION			
Owner's Name Friendship Capital Group, LLC			
Owner Address 103 Commerce Street, Suite 160		City Lake Mary	State FL Zip 32746
Telephone 407-548-6201		Email sidjaffer@yahoo.com	
PROPERTY INFORMATION			
Address of Subject Property Friendship Road		City Clermont	State FL Zip 34711
Legal Description (include copy of survey) See attached survey with legal description.			
Acreage ±23.955		Land Use (City verification required) Rural (County) / Low Density Residential (City-requested under separate application)	
Present Zoning (City verification required) A (County)		Proposed Zoning PUD (City)	



CITY OF CLERMONT REZONING APPLICATION

Answers to the following questions are required to complete this application.

What are you proposing to do that would require a rezoning?

Mattamy Orlando, LLC (Mattamy) is under contract to purchase approximately 24 acres of land in unincorporated Lake County adjacent to the previously approved ±569-acre Waterbrooke PUD. Since the property is contiguous to the City limits, Mattamy is filing, on behalf of the Owner, Applications for Annexation, Comprehensive Plan Amendment and Rezoning in order to add the subject property to the Waterbrooke PUD and increase the number of residential units within the Waterbrooke PUD to 1,200.

Check box to indicate additional materials are provided via attachment. ☒

Jonathan D. Droor, PE, Asst. VP

Applicant Name (print)

x

Applicant Name (signature)

Sadique Jaffer, Managing Member

Owner Name (print)

x

Owner Name (signature)

City of Clermont

Development Services Department

685 W. Montrose St.

P.O. Box 120219

Clermont, FL 34712-0219

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

5/22/2020



CITY OF CLERMONT
COMPREHENSIVE PLAN AMENDMENT
Application Instructions

APPLICATION FEE:

- **Large Scale Comprehensive Plan Amendment** - \$2,325 plus cost of advertisement
Includes text amendments that impact the Goals, Objectives and Policies of the comprehensive plan; Future Land Use Map or map series amendment over 10 acres
- **Small Scale Comprehensive Plan Amendment** - \$755.00 plus cost of advertisement
Includes Future Land Use Map amendments of less than 10 acres, with no impact to the Goals, Objectives and Policies.
- **Development of Regional Impact (DRI)** - \$10,000 escrow plus actual costs of advertising for a DRI amendment.

APPLICATION PROCESS:

Applicants must schedule a pre-application meeting with the City's Site Review Committee prior to submitting a completed application. Once an application has been completed, please call a staff planner, (352) 394-4083, to schedule the pre-application meeting.

After the Site Review Committee meeting, and after any requests for additional information have been met by the applicant, the City's planning staff will prepare the amendment with its supporting data and analysis and schedule the Planning & Zoning Commission hearing. The Planning & Zoning Commission meets the first Tuesday of the month, and will make a recommendation on the proposed amendment to the City Council. The Council will then review the proposed amendment at a public hearing and may vote to approve (small scale amendment) or to transmit it (large scale amendment) to the Florida Department of Economic Opportunity (DEO) and all reviewing agencies.

DEO will review the amendment within 60 days and notify the City of any concerns. Other public agencies may file objections separately.

AMENDMENT TIME FRAME:

- *Small Scale Amendments and Large Scale Amendments* – may take up to three months to process depending on meeting schedules, review time frames, staff preparation time, etc. The City does try to consolidate amendments as much as possible to help save on advertising costs. Applicants must have attended a pre-application meeting prior to submitting applications for the deadlines. Please note that all hearing dates are tentative and subject to change.



A Pre-Application meeting with the Development Services Director (or designated staff) may be required prior to submittal of the application. Please check with the Development Services Department staff.

Application Information Required

A complete application includes the items below in addition to the attached application:

- Completed application. - Include all signatures
- Proof of ownership – (i.e. Lake County Property record card, tax receipt, deed, or tax receipt)
- Complete legal description in Word (not all caps) emailed to planning@clermontfl.org
- Current survey and location map (acreage included)
- Signed owner affidavit (unless power of attorney or notarized letter authorizing the applicant to act as the duly authorized agent for the owner is submitted with the application)
- Signed Applicant affidavit
- Application fee

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



CITY OF CLERMONT
COMPREHENSIVE PLAN AMENDMENT
Application

DATE: _____

FEE: _____

Project Name (if applicable): Waterbrooke Phase 7

Applicant: Mattamy Orlando, LLC

Contact Person: Jonathan D. Droor, PE, Assistant Vice President

Address: 2450 Maitland Center Parkway, Suite 300

City: Maitland **State:** FL **Zip:** 32751

Phone: 407-215-6264 **Fax:** _____

E-Mail: Jon.Droor@mattamycorp.com

OWNER: Friendship Capital Group, LLC

Address: 103 Commerce Street, Suite 160

City: Lake Mary **State:** FL **Zip:** 32746

Phone: 321-624-3126 **Fax:** _____

E-Mail: sidjaffer@yahoo.com

General Location: East side of Friendship Road, South of Lost Lake Road

Legal Description (include copy of survey): See attached - Alt Key #1412021

Property size (in acres or square feet): 23.955 ac.

Flood hazard area (yes) x _____ **and approx. acreage** 3.5 ac. **(no)** _____

Existing (Actual) Land Use: Vacant Undeveloped

Existing Zoning: A (County)

Existing Future Land Use: Rural - Max 1 DU/5 Net Acres (County)

Proposed Future Land Use: Low Density Residential (City)

Type of development proposed: Single Family Residential



1.9 dwelling units/gross acre across

Proposed density (dwelling units/acre) or intensity: entire Waterbrooke PUD

Proposed Zoning District: PUD

Summary of the proposed amendment content and effect that describes any changed conditions that would justify the proposed amendment, and why there is a need for the proposed amendment (use additional sheets if necessary).

Mattamy Orlando, LLC (Mattamy) is under contract to purchase approximately 24 acres of land in unincorporated Lake County adjacent to the previously approved Waterbrooke PUD. Since the property is contiguous to the City limits, Mattamy is filing, on behalf of the Owner, an Application for Annexation, which requires that the City's Comprehensive Plan be amended to provide a City Future Land Use designation. Mattamy is also filing an Application for Rezoning in order to add the subject property to Waterbrooke PUD. Mattamy is requesting a City Future Land Use designation of Low Density Residential, which is consistent with the Future Land Use of the Waterbrooke PUD and compatible with the surrounding Lake County Future Land Use designations.

The City of Clermont may require additional information to justify, clarify or explain the necessity of the requested Comprehensive Plan Amendment which may include the following:

- Information regarding the compatibility of the proposed land use amendment(s) with the Goals, Objectives and Policies of the Future Land Use Element and any other affected comprehensive plan elements.
- A description of how the proposed amendment(s) will result in an orderly and logical development pattern with existing and proposed land use(s) of the area.
- A description of the present availability of, and estimated demand on the following public facilities: potable water, sanitary sewer, transportation system and recreation, as appropriate.

******* NOTICE *******

IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A DELAY ON PROCESSING AND WILL NOT BE SCHEDULED UNTIL CORRECTIONS ARE MADE.

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



APPLICANT'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

Jonathan D. Droor, PE, Assistant Vice President, Mattamy Orlando, LLC, who being

by me first duly sworn on oath, deposes and says:

1. That he (she) affirms and certifies that he (she) understands and will comply with all ordinances, regulations and policies of Lake County, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his (her) knowledge and belief, and further, that this application and attachments shall become part of the official records of the City of Clermont, Florida, and are not returnable.
2. That he (she) desires a Future Land Use Amendment from Rural (County) _____ to Low Density Residential (City) _____ for the property legally described on the attachment of this application.
3. That the submittal requirements for the application have been completed and attached hereto as part of the application.

Jonathan D. Droor, PE, Assistant Vice President

Affiant - Applicant Name (print)

X

Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 15th day of DECEMBER, 20 22.



X Gillian T. Chung-Miller
Notary Public, State of Florida at Large

My Commission Expires: 02/26/2023



OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

Sadique Jaffer, Managing Member, Friendship Capital Group, LLC, who being

by me first duly sworn on oath, deposes and says:

1. That he (she) is the fee-simple owner of the property legally described on the attachment of this application.
2. That he (she) desires a Future Land Use Amendment from
Rural (County) to Low Density Residential (City) for the
property legally described on the attachment of this application.
3. That the owner of said property has appointed Jonathan D. Droor, PE, Asst. VP
Mattamy Orlando, LLC to act as agent
on his (her) behalf to accomplish the above. The owner is required to complete the
APPLICANT'S AFFIDAVIT of this application if no agent is appointed to act in his
(her) stead.

Sadique Jaffer, Managing Member

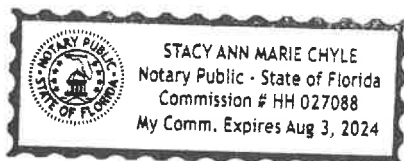
Affiant - Applicant Name (print)

X

[Signature]
Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 9 day of December, 2022



X

[Signature]
Notary Public, State of Florida at Large

My Commission Expires: 8/3/24



CHECK LIST & FILING INSTRUCTIONS

The following required information shall be submitted when applying for an **ANNEXATION**.

1. ☒ Application & Petition by the landowners for Annexation (pages 3 and 4).
2. ☒ General application form (page 5).
3. ☒ Authorization for agent/owner representation (page 6)
4. ☒ LEGAL DESCRIPTION: Email legal description typed in Word (not all capitalized) to planning@clermontfl.org. Include a copy of the latest TAX RECEIPT or recorded WARRANTY DEED showing the current fee simple owner.
5. ☒ Map showing general area of site for which Annexation is being requested.
6. ☒ Submit original application along with \$155.00 filing fee. (Price for advertisement will be invoiced once the cost has been received)

NOTE: All territory annexed into the City of Clermont is automatically zoned Urban Estate Residential (UE) Zoning District. A separate application for a Land Use Plan Amendment & Rezoning is required. Applicable fees shall apply.

PROCEDURES:

1. The proposed use of the property must be assessed to determine if there will be an increase in demand on the water or wastewater systems prior to submittal of the application. Any increase in demand on the water or wastewater systems will be subject to impact fees.
2. Any person requesting an Annexation shall file a complete application in the Development Services Department on or before the 1st day of the Month. Complete applications will then be scheduled for Public Hearing on the 4th Tuesday of the following month for the City Council meeting. All applications must be complete, to include applicable site plans and/or other pertinent descriptive materials in order to be processed. A pre-application meeting may be required prior to submission of an application. Dependent upon the scope and/or magnitude of a particular project, scheduling of one or more City Council Workshop(s) may also be necessary and additional time may be required prior to being scheduled for public hearing.
3. Upon receipt of a complete application, the Development Services Department shall proceed with the request for a public hearing in accordance with the following:
 - A: The owners of all property lying within one hundred fifty (150) feet of the property requested to be annexed shall be notified by mail.
 - B. A legal advertisement of the request shall be advertised in a local newspaper prior to the meeting date.
4. Failure to provide an accurate and complete application will result in automatic rejection and return of the application and delay of the hearing date.



APPLICATION & PETITION

DATE: _____

FEE: \$155.⁰⁰
+ cost of advertising

Please type or print – use black pen/ink only.

PROJECT NAME (if applicable): Waterbrooke Phase 7

APPLICANT: Mattamy Orlando, LLC - Jonathan D. Droor, PE, Assistant Vice President

Address: 2450 Maitland Center Parkway, Suite 300

City: Maitland State: FL Zip: 32751

Phone: 407-215-6264 Fax: _____

Applicant is: Owner: ☐ Agent: ☐ Purchaser: ☒ Lessee: ☐ Optionee: ☐

OWNER: Friendship Capital Group, LLC - Sadique Jaffer, Managing Member

Address: 103 Commerce Street, Suite 160

City: Lake Mary State: FL Zip: 32746

Phone: 407-548-6201 Fax: _____

AGENT NAME (Affidavit required): Mattamy Orlando, LLC - Jonathan D. Droor, PE, Asst. VP

Address: 2450 Maitland Center Parkway, Suite 300

City: Maitland State: FL Zip: 32751

Phone: 407-215-6264 Fax: _____

E-Mail: Jon.Droor@mattamycorp.com

Property address and/or general location: Friendship Road, Clermont, FL 34711

Alt Key #1412021

Area of property: 23.955 +/- acres, and/or 1,043,480 +/- sq. ft.

The property is PRESENTLY used for: Vacant Undeveloped

The property is PROPOSED to be used for: Low Density Residential



Existing Lake County Land Use* : Rural

Existing Lake County Zoning* : A

*** NOTE: All property annexed into the City of Clermont is automatically zoned Urban Estate Residential (UE) Zoning District. A separate application for a Land Use Plan Amendment & Rezoning is required. Applicable fees shall apply.**

Number of existing structures on the property and their present use: None

State the reason or basis for this request: _____

Planned Residential Development / Expansion of Waterbrooke PUD

EXACT LEGAL DESCRIPTION as shown on the Tax Receipt or Warrant Deed.
(attach copy).

Section 35, Township 22, Range 26

See attached boundary survey with legal description.

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



**PETITION OF LANDOWNER(S) FOR ANNEXATION
OF CERTAIN PROPERTY TO THE CITY OF CLERMONT**

WE, the undersigned landowner(s) pursuant to the provisions of Chapter 59-1497 (Senate Bill No. 912), Laws of Florida, Regular Session 1959, entitled

AN ACT TO AMEND CHAPTER 9820, LAWS OF FLORIDA, SPECIAL ACT OF 1923, AS AMENDED, BEING THE CHARTER OF THE CITY OF CLERMONT, FLORIDA, TO PROVIDE ENABLING LEGISLATION FOR THE FUTURE ANNEXATION OF CONTIGUOUS TERRITORY BY PETITION AND CONSENT OF THE LANDOWNER(S) IN THE AREA SOUGHT TO BE ANNEXED: PROVIDING THAT SAID PROVISIONS SHALL BE CUMULATIVE: PROVIDING THAT THE PROPERTY ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY, AND PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL OF SUCH TERRITORY HAD BEEN A PART OF THE CITY OF CLERMONT AT THE TIME OF THE PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES, AND FIXING EFFECTIVE DATE,

hereby petition that the hereinafter described real estate be annexed to, and become a part of the city limits of the City of Clermont, a municipal corporation in Lake County, Florida, created and existing pursuant to Chapter 9820, Laws of Florida, Special Acts of 1923, and amendatory and supplementary acts thereto, and we, jointly and severally, consent to such annexation of such area to said City of Clermont and upon annexation sought by this petition, all of the property, real and personal, within such area, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties and privileges of said City of Clermont, Florida and the said property shall be liable, proportionally, for all the present outstanding and existing, as well as future, indebtedness of the said City of Clermont; that all of the ordinances of the City of Clermont and all laws heretofore passed by the Legislature of the State of Florida, relating to and which now or hereafter constitute its Charter shall apply to have the same force and effect in such territory as may be annexed under the provisions hereof as if all of such territory had been part of the City of Clermont at the time of the passage and approval of said laws and ordinances.

IN WITNESS WHEREOF, we, the undersigned landowners, as petitioners, have hereunto set our hands and seals as of the 15TH day of DECEMBER, 2022.

Legal description of the property: (Type, print in black ink, or attach a copy of the warranty deed or current tax receipt).

Jonathan D. Droor, PE, Assistant Vice President

Landowner (Petitioner)

12/15/2022

Date

Gillian T. Chung-Miller
Notary Public

02/26/2023

My Commission Expires





OWNER / AGENT AFFIDAVIT (ANNEXATION)

Date: _____

Before me, the undersigned authority personally appeared Sadique Jaffer, Managing Member
Friendship Capital Group, LLC (owner(s) name), who being by me duly sworn on oath,
deposes and says:

1. That said authority is the fee-simple owner of the property legally described in this application.
2. That said authority desires an ANNEXATION to allow:
Planned Residential Development
3. That said authority (owner) has appointed (agent's name) Jonathan D. Droor, PE,
Assistant Vice President, Mattamy Orlando, LLC to act in its behalf to accomplish the above, and
before me the undersigned authorized agent personally appeared and being by me duly
sworn on oath, deposes and says:

A. That he/she affirms and certifies that he/she understands and will comply with all Ordinances, Regulations, and Provisions of the City of Clermont, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his/her knowledge and belief, and further, that this application and attachments shall become part of the Official Records of the City of Clermont, Florida, and are not returnable.

B. That the Submittal requirements for the application have been completed and attached hereto as part of that application.

X _____ X _____
Owner (signature) Agent's (signature)

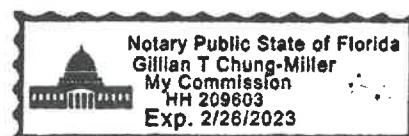
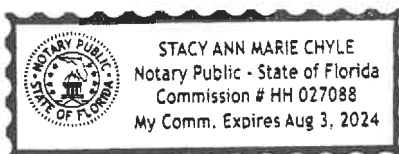
Sworn to and subscribed before
me this 9 day of December,
2022.

Stacy Ann Marie Chyle
Notary Public, State of FL
My commission expires: 8/3/24

Sworn to and subscribed before
me this 15th day of DECEMBER,
2022.

Gillian T. Chung-Miller
Notary Public, State of FL
My commission expires: 02/26/2023

***Note:** Owner must sign affidavit. When agent is representing case, both agent and owner must sign affidavit.



CITY OF CLERMONT
NOTICE OF PROPOSED LAND USE CHANGE
Small Scale Comprehensive Plan Amendment

ORDINANCE NO. 2023-030

The Clermont Planning and Zoning Commission will hold a public meeting on Tuesday, November 7, 2023 at 6:30 PM, and a public meeting will be held before the Clermont City Council on Tuesday, November 28, 2023 at 6:30 p.m. for the (final reading of the adoption ordinance) to consider a proposed change to the City's Future Land Use Map. The map amendment would change the Future Land Use designation for the 23.96 +/- acre parcel below from Lake County Rural to Clermont Low Density Residential Land Use Designation. (Parcel Alternate Key #1412021).

ORDINANCE 2023-030

AN ORDINANCE OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTING THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT FOR THE CITY OF CLERMONT, FLORIDA, PURSUANT TO THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING ACT, CHAPTER 163, PART II, FLORIDA STATUTES; SETTING FORTH THE AUTHORITY FOR ADOPTION OF THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT; SETTING FORTH THE PURPOSE AND INTENT OF THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR THE ADOPTION OF THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT; ESTABLISHING THE LEGAL STATUS OF THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND EFFECTIVE DATE.



Location:

Vacant parcel located southeast of the Friendship Road and Lost Lake Road intersection
Alternate Key 1412021
23.96 +/- Acres

The public hearings are held in the Council Chambers of City Hall, located at 685 W. Montrose Street, and are open to public comment. Please call (352) 394-4083, ext. 3 if you have any questions.

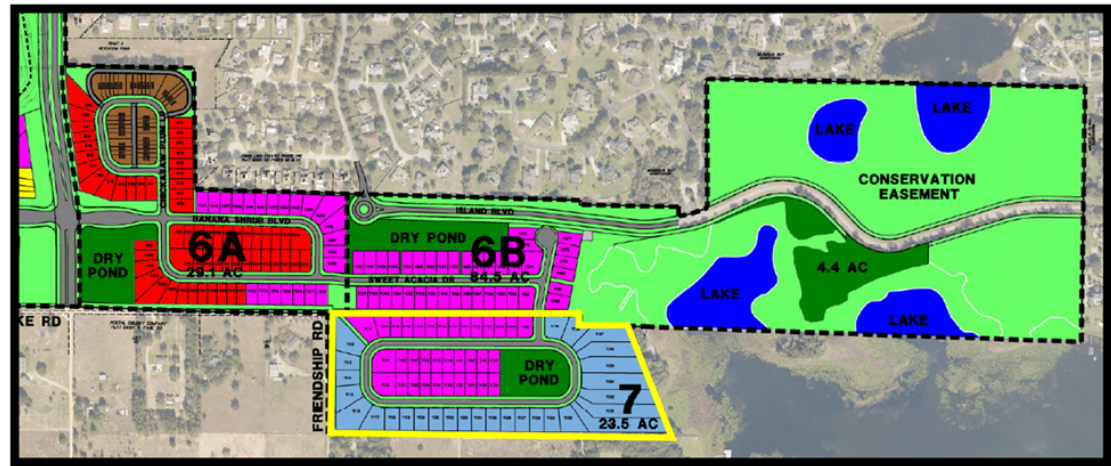
The proposed amendment may be inspected at the City's Development Services Department (1st floor, City Hall) between 8 a.m. and 5 p.m. Monday-Friday.

Please be advised that under state law, any person deciding to appeal a decision made at the public hearings will need a record of the proceedings and may need to ensure a verbatim record is made.

Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public meetings.

Tracy Ackroyd Howe, MMC
City Clerk

AGENDA ITEM

Meeting Date	
Tuesday, November 28, 2023	
Agenda Item Name	
Ordinance No. 2023-031 <i>Final</i> <i>Waterbrooke Phase 7 Rezoning</i>	
Requested Action	
Recommend approval of Ordinance 2023-031	
Staff Report	
The applicant, Mattamy Orlando LLC, is requesting to add 23.95 +/- acres to the existing residential subdivision, Waterbrooke, through a Planned Unit Development (PUD) Amendment. The property is located at the southeast corner of the approved subdivision, adjacent to Phase 6B. The property is currently in Lake County with a future land use of Rural and Agriculture zoning. The applicant is requesting annexation, small scale comprehensive plan amendment and a rezoning to allow 62 additional single family homes within this parcel. The internal lots will be a minimum of 60 feet in width and 75 feet on the perimeter. The Waterbrooke subdivision was annexed by the City in 2016. The project was approved by Lake County in 2006 for a residential development consisting of 894 age-restricted single family homes. The PUD has been amended several times prior to being annexed.	
	
With the additional acreage added to the Waterbrooke subdivision, the applicant is requesting an increase from 1100 units to 1165 units on a total of 592.7 acres, which equates to 1.97 units per acre overall. The only permitted site access will be from within the existing Phase 6, which connects to Ray Goodgame Parkway. There will be no access from Island Boulevard or any other access point. All the conditions in the existing PUD ordinance have conveyed with the exception of a change in an increase of the total number of units, an updated location map to show the additional acreage within the overall project and an updated master site plan. The applicant originally requested townhomes and higher density in this phase, but staff was unable to support the request since it was not consistent with the approved development in Phase 6.	
Staff has reviewed the applicant's request for a rezoning from Urban Estate (default zoning upon annexation) to be included in the Waterbrooke PUD. Staff has reviewed the project according to Section 125-486, Review Criteria for a PUD. The proposed parcel is adjacent to public utilities and the access point is within the existing subdivision. The property is adjacent to the City limits, and the City is able to provide services in this area. The density is similar to what is existing within Phase 6 and larger lots (75 feet wide) are on the perimeter of this phase. Staff recommends approval of Ordinance 2023-031. <i>The Planning and Zoning Commission recommended approval, 3-1.</i>	

Additional Analysis			
Fiscal Impact Summary			
None.			
Fiscal Impact	Fund Number and Description		Available Budget Amount
Exhibits Attached (copies of original agreements)			
1.	Ord 2023-031 Waterbrooke Ph 7 PUD (10.18.2023) - FINAL	-Ord 2023-031 Waterbrooke Ph 7 PUD (10.18.2023) - FINAL.pdf	
2.	Waterbrooke Ph 7 Maps	Waterbrooke Ph 7 Maps.pdf	
3.	Master Site Aerial with all the lots	Master Site Aerial with all the lots.pdf	
4.	4 - Waterbrooke Concept 16	4 - Waterbrooke Concept 16.pdf	
5.	1 - Bound Applications	1 - Bound Applications.pdf	
6.	Ad_REZ Waterbrooke Ph 7 - Legal Ad RZ	Ad_REZ Waterbrooke Ph 7 - Legal Ad RZ.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2023-031

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

The City Council of the City of Clermont, Lake County, Florida hereby ordains that:

SECTION 1:

The Official Zoning Map of the City of Clermont, Lake County, Florida, referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances, is hereby amended by rezoning the following described property:

LEGAL DESCRIPTION

NOLA LAND COMPANY PARCEL:

PARCEL 1:

THE EAST 3/4 OF THE SOUTH 1/2 OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 26 EAST;

AND

PARCEL 2:

THE NORTH 1/2 OF SECTION 34, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LESS AND EXCEPT THE WEST 1660 FEET THEREOF;

AND

PARCEL 3:

U.S. GOVERNMENT LOT 1, LESS AND EXCEPT THE NORTH 660 FEET OF THE WEST 660 FEET, LYING IN SECTION 35, TOWNSHIP 22 SOUTH, RANGE 26 EAST;

AND

PARCEL 4:

THE NW 1/4 OF THE SW 1/4 OF THE NW 1/4 OF SECTION 35, TOWNSHIP 22 SOUTH, RANGE 26 EAST;

AND

PARCEL 5:

BEGIN 50.25 FEET NORTH OF THE SOUTHEAST CORNER OF THE NW 1/4 OF SECTION 35, TOWNSHIP 22 SOUTH, RANGE 26 EAST; THENCE RUN WEST 1305 FEET; THENCE RUN SOUTH 8.3 FEET; THENCE RUN WEST TO THE SOUTHWEST CORNER OF THE NW 1/4 OF SAID SECTION 35; THENCE NORTH TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 35; THENCE EAST TO THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE SE 1/4 OF THE NW 1/4; THENCE SOUTH TO THE POINT OF BEGINNING;

AND



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PARCEL 6:

THAT PART OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 5, PINE VALLEY INDUSTRIAL PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 29, PAGE 70, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE N00°55'27"E ALONG THE EAST LINE OF SAID LOT 5, FOR A DISTANCE OF 701.16 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE S89°03'05"E ALONG SAID NORTH LINE, 16.98 FEET TO THE WEST LINE OF THE EAST 3/4 OF THE SOUTH 1/2 OF SAID SECTION 27; THENCE S00°24'50"W ALONG SAID WEST LINE, 710.74 FEET TO THE NORTH LINE OF THE SOUTH 610.00 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE DEPARTING SAID WEST LINE RUN N75°03'48"W, 39.92 FEET TO THE SOUTH LINE OF SAID LOT 5; THENCE S88°41'58"E ALONG SAID SOUTH LINE, 15.41 FEET TO THE POINT OF BEGINNING.

AND

PARCEL 7:

THAT PART OF LOT 5, PINE VALLEY INDUSTRIAL PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 29, PAGE 70, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID LOT 5; THENCE N00°55'27"E ALONG THE EAST LINE OF SAID LOT 5 FOR A DISTANCE OF 696.49 FEET; THENCE DEPARTING SAID EAST LINE RUN S53°23'08"W, 100.90 FEET; THENCE S08°50'46"W, 57.13 FEET; THENCE S33°38'56"W, 31.61 FEET; THENCE S04°49'02"E, 40.96 FEET; THENCE S02°58'52"E, 93.11 FEET; THENCE S08°48'35"W, 60.57 FEET; THENCE S20°20'22"W, 82.37 FEET; THENCE S05°30'28"W, 59.91 FEET; THENCE S10°59'05"W, 70.76 FEET; THENCE S18°19'44"E, 68.63 FEET; THENCE S32°06'31"E, 46.35 FEET; THENCE S44°29'07"E, 31.79 FEET; THENCE S61°25'49"E, 40.03 FEET; THENCE S75°03'48"E, 26.77 FEET TO THE SOUTH LINE OF SAID LOT 5; THENCE S88°41'58"E ALONG SAID SOUTH LINE, 15.41 FEET TO THE POINT OF BEGINNING.

EASEMENT PARCEL A:

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS TO STATE ROAD 50 OVER THE ENTIRE STRETCH OF ASPHALT ROAD THE CENTER LINE OF WHICH BEGINS 174.60 FEET WEST OF THE NORTHEAST CORNER OF THE SW 1/4 OF THE NE 1/4 OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 26 EAST, AND RUN SOUTH 0°10' WEST THROUGH THE ENTIRE SW 1/4 OF THE NE 1/4 OF SECTION 27, WHICH EASEMENT SHALL BE 60 FEET IN WIDTH;

ALL OF THE ABOVE LYING AND BEING IN LAKE COUNTY, FLORIDA.

LESS AND EXCEPT FROM PARCELS 1 THROUGH 7 ABOVE:

THE EAST 150.00 FEET OF THE FOLLOWING DESCRIBED PROPERTY (MAGNOLIA BAY BOULEVARD ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 34, PAGES 47 THROUGH 49, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA):

BEGIN AT AN IRON ROD AND CAP MARKED "RLS 4264" AT THE SOUTHEAST CORNER OF THE NORTH 660.00 FEET OF THE WEST 660.00 FEET OF GOVERNMENT LOT 1, SECTION 35, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA; THENCE RUN N88°47'56"W ALONG THE SOUTH LINE OF SAID NORTH



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660.00 FEET OF THE WEST 660.00 FEET OF GOVERNMENT LOT 1 FOR A DISTANCE OF 545.00 FEET; THENCE RUN S01°12'04"W FOR A DISTANCE OF 124.51 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF HARTLE ROAD; THENCE RUN N80°06'21"E ALONG SAID NORTHERLY RIGHT OF WAY LINE FOR A DISTANCE OF 433.09 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 467.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 121.09 FEET THROUGH A CENTRAL ANGLE OF 14°51'22" TO THE END OF SAID CURVE; THENCE RUN N65°14'58"E ALONG SAID NORTHERLY RIGHT OF WAY LINE FOR A DISTANCE OF 6.13 FEET TO A POINT ON THE EAST LINE OF SAID WEST 660.00 FEET OF GOVERNMENT LOT 1; THENCE LEAVING SAID NORTHERLY RIGHT OF WAY LINE RUN N00°29'39"W ALONG AID EAST LINE FOR A DISTANCE OF 0.12 FEET TO THE POINT OF BEGINNING; AND FURTHER LESS AND EXCEPT FROM PARCELS 1 THROUGH 7 ABOVE:

A STRIP OF LAND FOR ROAD RIGHT OF WAY PURPOSES 66.00 FEET WIDE LYING IN SECTION 35, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 35, TOWNSHIP 22 SOUTH, RANGE 26 EAST, RUN S00°30'48"E ALONG WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 35, FOR A DISTANCE OF 1856.75 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 35; THENCE LEAVING SAID WEST LINE RUN S88°23'30"E ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 35, FOR A DISTANCE OF 1531.02 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTH LINE RUN S00°00'09"E FOR A DISTANCE OF 298.67 FEET TO A POINT DESIGNATED AS POINT A; THENCE RUN S89°59'51"W FOR A DISTANCE OF 58.00 FEET TO A POINT OF TERMINATION A OF THIS CENTERLINE; BEGIN AGAIN AT AFORESAID POINT A; THENCE RUN N89°59'51"E FOR A DISTANCE OF 573.66 FEET TO A POINT ON A TANGENT CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 2000.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 345.29 FEET, THROUGH A CENTRAL ANGLE OF 09°53'30" TO THE END OF SAID CURVE; THENCE RUN N80°06'21"E FOR A DISTANCE OF 753.88 FEET TO A POINT ON A TANGENT CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 500.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 129.64 FEET, THROUGH A CENTRAL ANGLE OF 14°51'22" TO THE END OF SAID CURVE; THENCE RUN N65°14'59"E FOR A DISTANCE OF 252.91 FEET TO A POINT ON A TANGENT CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 350.00 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 431.07 FEET, THROUGH A CENTRAL CURVE (SIC) OF 70°34'02" TO THE END OF SAID CURVE; THENCE RUN S44°11'00"E FOR A DISTANCE OF 169.91 FEET TO A POINT ON A TANGENT CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 250.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 276.31 FEET, THROUGH A CENTRAL ANGLE OF 63°19'35" TO THE END OF SAID CURVE; THENCE RUN N72°29'25"E FOR A DISTANCE OF 514.79 FEET TO A POINT ON A TANGENT CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 750.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 240.51



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FEET THROUGH A CENTRAL ANGLE OF 18°22'24" TO THE END OF SAID CURVE; THENCE RUN S89°08'11"E FOR A DISTANCE OF 203.12 FEET TO THE EAST LINE OF GOVERNMENT LOT 1, SAID SECTION 35 AND THE POINT OF TERMINATION B OF THE AFORESAID CENTERLINE.

EXCLUDING THAT PORTION OF JOHNS LAKE SOUTH OF ISLAND BLVD. LYING WATER WARD OF THE SAFE UPLAND LINE (ELEVATION 98.0 NGVD 29).

AND FURTHER LESS AND EXCEPT FROM PARCELS 1 THROUGH 7 ABOVE:

THAT PART OF SECTION 35, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST 1/4 CORNER OF SAID SECTION 35, SAID CORNER MARKED BY A 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION) (CERTIFIED CORNER RECORD NO. 38693); THENCE S88°00'40"E ALONG THE EAST-WEST CENTER OF SECTION LINE OF SAID SECTION 35, A DISTANCE OF 857.52 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID CENTER OF SECTION LINE S88°00'40"E, A DISTANCE OF 481.86 FEET TO A POINT ON THE EAST LINE OF THE PLATTED PORTION OF POSTAL COLONY COMPANY, AS RECORDED IN PLAT BOOK 9, PAGE 65, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID POINT LYING N88°00'40"W, A DISTANCE OF 3891.93 FEET FROM THE EAST 1/4 CORNER OF SAID SECTION 35, SAID EAST 1/4 CORNER BEING MARKED BY A 3" DIAMETER IRON PIPE (NO IDENTIFICATION) (CERTIFIED CORNER RECORD NO. 38386); THENCE DEPARTING SAID CENTER OF SECTION LINE, RUN N00°07'48"W ALONG SAID EAST LINE, A DISTANCE OF 12.98 FEET TO THE NORTHEAST CORNER OF SAID PLATTED PORTION OF POSTAL COLONY COMPANY; THENCE DEPARTING SAID EAST LINE, RUN N89°33'17"W ALONG THE NORTH LINE OF SAID POSTAL COLONY COMPANY, A DISTANCE OF 481.55 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

LADD DEVELOPMENT PARCEL:

PARCEL 1:

LOT 2, MANLOW PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 50, PAGES 86 AND 87, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 2:

THE SOUTH 1/2 OF TRACT C, MANLOW PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 50, PAGES 86 AND 87, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 3:

THAT PORTION OF THE SOUTH 1575.00 FEET OF THE WEST 1660.00 FEET OF THE NORTH 1/2 OF SECTION 34, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LESS THE NORTH 726.00 FEET OF THE EAST 900.00 FEET THEREOF, LYING EAST OF LOT 2 AND TRACT C, MANLOW PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 50, PAGES 86 AND 87, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND THAT IS LYING SOUTH OF EASTERLY EXTENSION OF THE CENTERLINE OF TRACT C, MANLOW PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 50, PAGES 86 AND 87, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

LESS ROAD RIGHT-OF-WAY FOR LOST LAKE ROAD.

TOGETHER WITH:

CLERMONT STORAGE MATTAMY PURCHASE PARCEL:

THAT PART OF SECTION 34, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY,



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FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

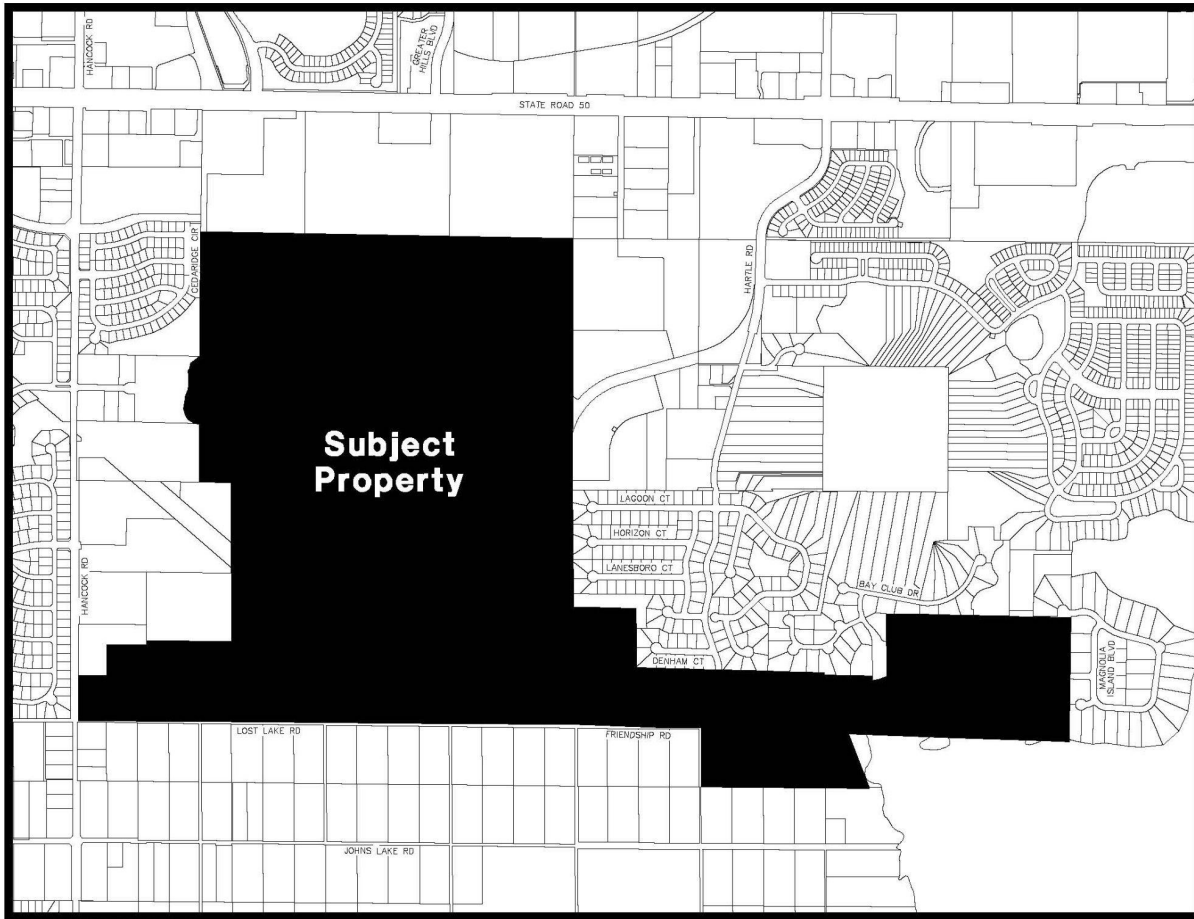
COMMENCE AT THE WEST 1/4 CORNER OF SECTION 34, TOWNSHIP 22 SOUTH, RANGE 26 EAST, THENCE RUN N00°05'36"W ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 34, A DISTANCE OF 475.28 FEET TO THE INTERSECTION OF THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 34 AND THE WESTERLY EXTENSION OF THE CENTERLINE OF TRACT C, MANLOW PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 50, PAGES 86 AND 87, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA (VACATED IN OFFICIAL RECORDS BOOK 4749, PAGE 1398, OF SAID PUBLIC RECORDS); THENCE DEPARTING SAID WEST LINE RUN N89°54'28"E ALONG SAID CENTERLINE OF TRACT C AND THE EASTERLY EXTENSION THEREOF, 340.00 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID CENTERLINE OF TRACT C AND THE EASTERLY EXTENSION RUN N00°05'36"W, 328.50 FEET; THENCE RUN S89°33'02"E, 419.99 FEET TO THE SOUTHERLY EXTENSION OF THE EASTERLY LINE OF TRACT A OF AFOREMENTIONED MANLOW PARK PLAT; THENCE RUN N00°05'36"W ALONG SAID SOUTHERLY EXTENSION AND SAID EASTERLY LINE, 42.11 FEET TO THE SOUTHWEST CORNER OF THE NORTH 726.00 FEET OF THE EAST 900.00 FEET OF THE WEST 1660.00 FEET OF THE SOUTH 1575.00 FEET OF THE NORTH 1/2 OF SAID SECTION 34; THENCE RUN S89°33'20"E ALONG THE SOUTH LINE OF SAID NORTH 726.00 FEET OF THE EAST 900.00 FEET OF THE WEST 1660.00 FEET OF THE SOUTH 1575.00 FEET OF THE NORTH 1/2 OF SAID SECTION 34, A DISTANCE OF 900.07 FEET TO SOUTHEAST CORNER OF THE NORTH 726.00 FEET OF THE EAST 900.00 FEET OF THE WEST 1660.00 FEET OF THE SOUTH 1575.00 FEET OF THE NORTH 1/2 OF SAID SECTION 34; THENCE RUN S00°05'36"E ALONG THE EAST LINE OF THE WEST 1660.00 FEET OF THE NORTH 1/2 OF SAID SECTION 34, A DISTANCE OF 358.20 FEET TO THE INTERSECTION OF THE EASTERLY EXTENSION OF AFOREMENTIONED CENTERLINE OF TRACT C AND THE EAST LINE OF THE WEST 1660.00 FEET OF SAID SECTION 34; THENCE DEPARTING SAID EAST LINE RUN S89°54'28"W ALONG SAID EASTERLY EXTENSION, 1320.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH PHASE 7:

THE NORTH HALF (N 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4); THE NORTH QUARTER (N 1/4) OF GOVERNMENT LOT 2; ALL IN SECTION 35, TOWNSHIP 22 SOUTH, RANGE 26 EAST OF THE TALLAHASSEE MERIDIAN.

ALSO: BEGIN AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 35, TOWNSHIP 22 SOUTH, RANGE 26 EAST, RUN THENCE WEST ALONG THE MID-SECTION LINE 1304.75 FEET, THENCE NORTH 8.3 FEET, THENCE EAST TO A POINT 50.25 FEET NORTH OF THE POINT OF BEGINNING, THENCE SOUTH TO THE POINT OF BEGINNING.

CONTAINING 592.7 ACRES MORE OR LESS, TO THE SAFE UPLAND LINE AND BEING SUBJECT TO ANY EASEMENTS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.



South of SR 50, West of the Hartle Road, East of Hancock Road,
and North and South of Island Blvd, WaterBrooke (Jahna) PUD
(Alternate Keys 1095972, 3882911, 1095964, 2717874,
2899191, 3823388, 3840014, 3840012, and 1412021)

FROM: UE Urban Estate
TO: Planned Unit Development

SECTION 2: LAND USES

1. Residential
 - a. A total of 1165 residential dwelling units, composed of single-family dwelling units, duplexes, and multifamily dwelling units (townhouses).
 - b. Phasing of Development: The project may be developed in one or more phases.
 - c. Development Standards: Development standards for the development of the residential dwelling units, shall be based on the size of the lot, as indicated in the table below:

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Design item	Multifamily Dwelling Units (townhouses)		Single Family Detached			Single Family Attached Duplexes
	Rear Load (feet)	Front Load (feet)	Rear Load (feet)	Front Load (feet)	Front Load (feet) (80 feet and Greater)	Front Load and Rear Load
Minimum Lot Area	1,600	1,800	2,400	4,400	9,600	2,400
Minimum Living Area	1,000	1,000	1,400	1,500	1,500	1,200
Minimum Lot Width	20	20	30	40	80	24
Minimum Lot Depth	80	90	80	110	120	100
Minimum Front Building Setback	15	15	15	15	15	15
Minimum Front Porch Setback	10	10	10	10	10	10
Minimum Front Garage Setback	-	20	-	20	20	20
Minimum Rear Garage Setback	20	-	20	-	-	20
Minimum Side Yard Setback ¹	5	5	5	5	5	5
Setback From Side Street	15	15	15	15	15	15
Minimum Rear Yard Setback	20	20	20	20	20	20
Minimum Building Separation	10	10	10	10	10	10
Minimum Rear Yard Setback for Pools, Patios, Decks or Ancillary Structures	5	5	5	5	5	5
Maximum Impervious Surface Ratio (JSR) *** (See Note) ²	0.85	0.85	0.75	0.75	0.75	0.85
Maximum Building Height	40	40	40	40	40	40

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Setback from Ordinary High Water Line, Mean High Water Line, or Jurisdictional Wetland Line	50	50	50	50	50	50
Minimum Front Yard Utility Easement	10	10	10	10	10	10
Minimum Side and Rear Yard Drainage and Utility Easement	5 ¹	5 ¹	5	5	5	5 ¹

¹Does not apply to interior side yards of attached townhomes and/or duplexes.

²The maximum allowable ISR for the overall PUD development shall be 0.60 individual lot ISR may exceed 0.60 as shown in the table above as long as overall maximum is not exceeded.

SECTION 3: OPEN SPACE

Open Space: A minimum of 25% of the net buildable area of the Planned Unit Development shall be provided as open space in accordance with the Comprehensive Plan and Land Development Code (LDC), as amended. A waiver to Section 122-316(b)(4) of the Land Development Code has been granted to allow individual phases of the Planned Unit Development to exceed the overall density of the Planned Unit Development and to allow individual phases of the Planned Unit Development to be developed without providing common open space in proportion to that contained within the entire Planned Unit Development.

SECTION 4: LANDSCAPING, BUFFERING, AND SCREENING

1. A 40-foot wide natural buffer with a six-foot high wall shall be provided along a portion of the northern boundary of Tract N-7 from the entrance to Magnolia Bay subdivision, west to the existing Hartle Road.
2. A 50-foot landscaped buffer shall be provided along the boundary common with the Hills of Clermont subdivision.
3. No landscaping buffer is required along the perimeter of the Planned Unit Development adjacent to wetlands, open water and conservation areas.
4. A waiver to Section 118-71(1) of the Land Development Code is granted in order to allow street trees within the right-of-way along the frontage of a residential lot to count toward the minimum number of required trees on the lot and to allow such trees to be less than six feet from curbs and sidewalks as long as a minimum of five feet of clearance is provided between the tree and any public potable water, wastewater or reclaimed water main.
5. All other landscaping, buffering, and screening requirements shall be in accordance with the Land Development Code, as amended. Existing trees may be used to meet the landscape buffer requirements in accordance with the Land Development Code, as amended.

SECTION 5: ENVIRONMENTAL

1. An environmental assessment addressing habitat and species shall be submitted to the City during the construction plans approval stage of each phase of the project. Applicable permits for any gopher tortoises and associated burrow commensal species or other threatened or endangered species found on the property must be received from the appropriate regulatory agencies prior to the initiation of development activity.
2. Wetlands onsite have been placed in a conservation easement. Areas placed in a perpetual conservation easement are shown in the Corrective Conservation Easement, which has been recorded in Lake County Official Records Book 4531, Pages 2401-2408. There are two existing borrow pits on the property that exist as a result of the former mining operation. The two borrow pits shall be utilized for stormwater management and are not required to meet any additional surface water and/or wetland requirements, including, but not limited to setbacks and buffers.
3. Site Grading/Mine Reclamation Master Site Grading and Mine Reclamation for the project has been completed in accordance with the Mass Grading Plan dated December 14, 2005, submitted to and approved by the Lake County Water Resources Management Division. The site grading was completed pursuant to Florida Department of Environmental Protection (FDEP) Permit No 0139060-002, issued on January 18, 2011. All grading in accordance with Mass Grading Plan has been completed and has been accepted in lieu of reclamation of the mining site. Mass Grading Plan was approved on August 6, 2014. Approval of Ordinance 2014-80, therefore revoked and released the property from the September 28, 1990, vesting of the Jahna Clermont East Mine (Tracking #90/10/5), which was to be reclaimed through the proposed mass grading, Ordinance 2006-30 (Tracking #110-05-PUD). All further grading for the project must be in accordance with City standards.

SECTION 6: ENVIRONMENTAL SERVICES

1. The developer shall connect to the existing City system at connection point or points approved by the City.
2. The route of any off-site lines shall be according to engineering plans produced by the developer and approved by the City.
3. Any proposed City-maintained utilities that are not located within a City-maintained right-of-way shall be placed in a utility easement dedicated to the City. Easements shall be provided at no expense to the City. Utilities are allowed to be placed within the County build out right-of-way along Hartle Road.
4. The developer shall be responsible for all costs of on-site and off-site improvements, including, but not limited to design, material, permitting and installation of sufficient size lines, lift stations and other appurtenances necessary to allow the City to serve the property.

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5. Any existing utilities must stay in service throughout construction. If the construction requires that the utilities be relocated or altered, the developer shall prepare plans, permit the project and construct the modification at the developer's expense.
6. No building permits shall be issued until water and sewer are provided to the site or until a bond or letter of credit, acceptable to the City, is in place to guarantee completion of off-site improvements. No Certificate of Occupancy shall be issued until water and sewer extensions have been completed and accepted by the City.
7. In the event the City chooses to oversize the lines or appurtenances, the City shall provide to the developer specifications regarding sizes to be included in the final improvement plans.
8. The City shall be responsible for the difference in cost of materials to oversize the line if the City chooses to oversize based on plans and cost estimates provided by the developer to the City and approved in advance by the City.
9. The developer shall provide to the City a cost estimate for materials for the minimum size lines and appurtenances and a cost estimate for materials for the approved oversize. Cost estimates shall be contractors' bid as certified by developer's project engineer. The City shall review and either approve or reject the costs.
10. The developer and City shall agree on the cost difference, which will be the responsibility of the City, prior to commencement of construction.
11. Reimbursement for the difference in costs as determined in Section 8 and 9 from the City shall be in the form of Impact Fee Credits.
12. The Impact Fee Credits shall be established subject to Sections 8 and 9 and at the time of issuance of each building permit by applying the then current impact fee, which shall be deducted from the Impact Fee Credit balance until credit is used.
13. Impact Fee Credits may not be transferred outside of the property, but may be assignable to any heirs, assigns or successors in interest or title to part or all of said property.
14. The developer shall be responsible for all applicable fees, including, but not limited to impact fees, connection fees and permitting fees.
15. The City may require a looped system to provide reliability and redundancy to the property.
16. Central water and sewer connection shall be provided in accordance with the comprehensive plan and Land Development Code, as amended.
17. The project shall be plumbed for reuse water with purple piping to irrigate single family lots. Irrigation of common areas shall be from a well.

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18. A master lift station shall be designed and constructed on a 50-foot-by-50-foot lot dedicated to the City. Lift station shall be designed to allow for the connection of the existing force main on Hartle Road. A 20-inch force main shall be constructed from the master lift station to the existing 30-inch force main located on CW Harrell Road.
19. A minimum eight-inch potable water main (east-west main) shall be constructed from the western project boundary to Hartle Road at such location that allows for the future extension of Hartle Road and a minimum eight-inch potable water main (north-south main) shall be constructed from State Road 50 to the proposed east-west main.
20. A 12-inch potable water main shall be constructed from the proposed terminus of a 12-inch potable water main on Hartle Road, which is to be constructed in conjunction with Lake County Fire Station #90/Clermont Fire Station #104, south to the existing potable water main on Lost Lake Road.
21. A 16-inch reuse main shall be constructed from the eastern property line along the build out Hartle Road right-of-way to the existing 30-inch reuse main located on CW Harrell Road.
22. All utilities shall be designed and installed as per the City's specifications and approved by City staff.
23. Drainage/Stormwater Management: The developer shall submit drainage calculations and a stormwater management plan when filing for final engineering approval. The Homeowners Association (HOA) shall be responsible for maintenance of all stormwater ponds and drainage systems for private streets.
24. Easements shall be provided on any existing and proposed utilities that the City will own and maintain at no expense to the City.
25. Fiber optic conduit and pull boxes may be required to be installed by the developer in the easements to extend the City's fiber optic network.
26. The developer reserves its rights, pursuant to Section 2-267 - Credits, of the City Code, to enter into an impact fee agreement with the City which shall provide for the establishment of credits and payment of impact fees in a specified manner and time. The terms and conditions of an impact fee agreement between the developer and the City may replace or supersede the conditions contained in the Planned Unit Development approved for development.

SECTION 7: TRANSPORTATION IMPROVEMENTS/ACCESS MANAGEMENT

1. The development shall comply with all applicable City, County and Florida Department of Transportation access management requirements. Prior to the issuance of the first Certificate of Occupancy, a secondary entrance shall be constructed off Hartle Road for the residents of the development.
2. The developer shall dedicate on the final plat a 120-foot right-of-way for Hartle Road, necessary to accommodate permanent construction plus additional slope easements (not to exceed 100 feet in total width), in accordance with the preferred route outlined within Lake County's PD&E study for the realignment of Hartle Road. The slope easement shall be identified at preliminary plat and shown on the final plat. The developer shall coordinate with the County and City on alignment and grading of Hartle Road. The slope easement width will be adjusted with design plans approved by Lake County and the City.

In the alternative, the land within the slope easement area may be graded by the developer for future roadway alignment. With County approval of the grading plan and completion of grading work by the developer, the slope easement requirement may be deemed complete.

A waiver to Section 94-195(b)(3) of the Land Development Code is granted to allow cuts and fills of up to 'twenty (20) feet for the construction of Hartle Road to accommodate required road grades in consideration of the existing topography in the road right-of-way.

3. By virtue of the transportation system needs for the project, the developer shall dedicate on the Final Plat a 100-foot right-of-way for Hooks Street within the project boundary, from the northwest corner, along the north property line, to northeast corner of the project boundary. In addition to this 100-foot right-of-way, additional land necessary to accommodate temporary construction easements, not to exceed 100 feet in width, shall be provided. The slope easement shall be identified at Preliminary Plat and shown on the Final Plat. The developer shall coordinate with the County and City on alignment and grading of Hooks Street. The slope easement width will be adjusted with design plans approved by the County and the City.
4. At the developer's option and approval by Lake County, the developer may construct Hartle Road a distance of approximately 4,365 feet from its proposed terminus, which is to be constructed in conjunction with Lake County Fire Station #90/Clermont Fire Station #104, to approximately 315 feet north of the southern project boundary. If the developer constructs Hartle Road, a developer's agreement between the County and the developer shall be executed for the construction of Hartle Road and for the allocation of transportation impact fee credits associated with the construction.

CITY OF CLERMONT
ORDINANCE NO. 2023-031

5. The developer shall accommodate stormwater retention capacity sufficient for Hartle Road and Hooks Street drainage requirements based on stormwater permitting requirements in place at the time of approval of this Planned Unit Development within the limits of drainage basin along the route alignments. The developer intends to utilize on-site ponds as an amenity and desires for the runoff to be treated to remove roadway debris collected. Therefore, the County shall provide pre-treatment of the water for debris, such as a skimmer, at the latest terminus before the runoff water enters the water body. At time of Hartle Road and Hooks Street final design, the County shall coordinate with the developer for final configuration of Hooks Street and Hartle Road roadway stormwater system connection to the on-site drainage system acceptable to both the County and the developer. The County shall bear the cost of the roadway drainage connection to the on-site stormwater system. The Hartle Road and Hooks Street stormwater sewer shall be separate from the Planned Unit Development stormwater system, unless a coordinate system design is provided by the developer. It shall be located within a drainage easement to Lake County having a straight alignment, direct access from County right-of-way and storm pipe not shared with developer's system. The County shall also have an easement over the shared stormwater ponds. The developer shall coordinate with the County on pretreatment design and construction.
6. A public hearing shall be required for the Island Boulevard right-of-way vacation. The developer will be responsible to submit and pay for the vacation petition request. The relocation of Island Boulevard shall not occur until the County has granted approval for the vacation through a public hearing. Approval of the road vacation is not guaranteed. Paved access shall be maintained to the existing developments along the current Island Boulevard. Before Island Boulevard right-of-way is vacated, new right-of-way must be dedicated and new road must be constructed and accepted by the County as a public roadway. The right-of-way vacation may be conditioned upon the new road alignment of Island Boulevard being constructed, open to traffic, and accepted by the County.
7. The developer, at its expense, shall be required to improve Emil Jahna Road from its project entrance north to State Road 50 and shall pay to modify the existing traffic signal, as needed, to accommodate turning movements from Emil Jahna Road onto State Road 50. Emil Jahna Road shall be improved to facilitate safe and efficient traffic flow from the project entrance to and including the intersection at State Road 50.

The improvements will consist of the following:

- a. Reconstructing the roadway to meet current standards,
- b. Turn lane improvements and any associated signal modifications at the intersection of Emil Jahna Road and State Road 50 as determined to be necessary by a transportation analysis to be approved by the applicable governmental agencies, the City, the County and/or Florida Department of Transportation,
- c. The reconfiguration of the westbound left-turn lane on State Road 50 to provide dual turning movements (removing the current striping to open the additional left-turn lane) as warranted by the traffic impact study, and



CITY OF CLERMONT
ORDINANCE NO. 2023-031

- d. A waiver to Section 110-194(3) and (4) of the Land Development Code is granted to allow construction of a 10-foot wide concrete sidewalk along only the west side of Emil Jahna Road to serve as a multipurpose path for both pedestrians and cyclists in lieu of in-street bikeways and five-foot wide sidewalks on both sides due to the constrained right-of-way width.
8. Sidewalks/Streets
- a. Sidewalks to be constructed on both sides of residential and commercial streets.
 - b. Streets shall have F-type curb and street pavement must be a minimum 24 feet wide.
 - c. Right-of-way width for residential streets must be a minimum 60 feet.
 - d. A waiver to Section 110-192(1) of the Land Development Code is granted to allow private streets with gates. Streets within the development will be gated and will be maintained by the developer or Homeowners Association.
 - e. A waiver to Section 110-195(b) of the Land Development Code is granted to allow construction of 20-foot-wide, one-way alleys with 12 feet of pavement as long as 20 feet of unobstructed emergency access is maintained, unless greater distances are warranted by fire code.
9. Roadway Lighting: The developer shall arrange with the power utility provider for installation of street lights along Emil Jahna Road. The cost of installation shall be paid by the developer, and the ongoing rental of lights shall be paid by the developer or WaterBrooke's Homeowner's Association.

SECTION 8: SCHOOLS

School concurrency shall be met before final plat approval in accordance with the Comprehensive Plan and Land Development Code.

SECTION 9: LIGHTING

Exterior lighting shall be in accordance with the Land Development Code, as amended.

SECTION 10: FIRE PROTECTION AND EMERGENCY SERVICES ACCESS

Fire Protection and Emergency Services: Access and fire safety requirements of the development shall be provided in accordance with the Florida Fire Prevention Code and Land Development Code, as amended. A secondary emergency access approved by the City's fire marshal shall be designated and constructed prior to the issuance of the first building permit.

SECTION 11: CONCURRENCY MANAGEMENT REQUIREMENTS

Concurrency Management Requirements: Any development shall comply with the Lake County and the City of Clermont Concurrency Management System, as amended.



CITY OF CLERMONT
ORDINANCE NO. 2023-031

SECTION 12: DEVELOPMENT REVIEW AND APPROVAL

1. Prior to the issuance of permits, the developer shall be required to submit a Preliminary Plat, Construction Plans, and Final Plat generally consistent with Exhibit "A" – Overall Site Plan, prepared by Donald W McIntosh Associates, Inc., dated September 28, 2023 for review and approval in accordance with the Comprehensive Plan and Land Development Code, as amended.
2. Planned Unit Development Expiration: Pursuant to Exhibit B4 of the Stipulated Settlement Agreement between the County and Nola Land Company, Inc., which was executed by the last party (Lake County) on July 26, 2011, the development described in Ordinance 2006-30 is vested for a period of 12 years from execution of the agreement. Accordingly, physical development of the Planned Unit Development shall commence by July 26, 2023. Failure to commence construction by July 26, 2023 shall cause the automatic revocation of this Ordinance. **[COMPLETED]**

SECTION 13: FUTURE AMENDMENTS TO STATUTES, CODE, PLANS, AND/OR REGULATIONS

The specific references in this Planned Unit Development to the Florida Statutes, Florida Administrative Code, City Comprehensive Plan, and City Land Development Code shall include any future amendments to the statutes, code, plans, and/or regulations.

SECTION 14: ADDITIONAL CONDITIONS

1. After establishment of the facilities as provided herein, the aforementioned property shall only be used for the purposes named in this Planned Unit Development. Any other proposed use must be specifically authorized by the Clermont City Council.
2. No person, firm, or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, add other uses, or alter the land in any manner within the boundaries of the above described land without first obtaining the necessary approvals in accordance with the Clermont Code of Ordinances, as amended, and obtaining the permits required from the other appropriate governmental agencies.
3. This Planned Unit Development shall endure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition herein set out.
4. Construction and operation of the proposed use shall at all times comply with the regulations of this and other governmental permitting agencies.



CITY OF CLERMONT
ORDINANCE NO. 2023-031

5. The transfer of ownership or lease of any or all of the property described in this Planned Unit Development shall be included in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions established by this Planned Unit Development and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following procedures contained in the Land Development Code, as amended.

SECTION 15: CONFLICT

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

SECTION 16: SEVERABILITY

Should any Section or part of a Section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply or affect any other provision of this Ordinance, except to the extent that the entire Section or part of the Section may be separable in meaning and effect from the Section to which such holding shall apply.

SECTION 17: ADMINISTRATIVE CORRECTION

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

SECTION 18: RECORDING

This Ordinance shall be recorded in the Public Records of Lake County, Florida.

SECTION 19: PUBLICATION AND EFFECTIVE DATE

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



CITY OF CLERMONT
ORDINANCE NO. 2023-031

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, on this 28th day of November 2023.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

CITY OF CLERMONT
ORDINANCE NO. 2023-031

Exhibit A – Overall Site Plan

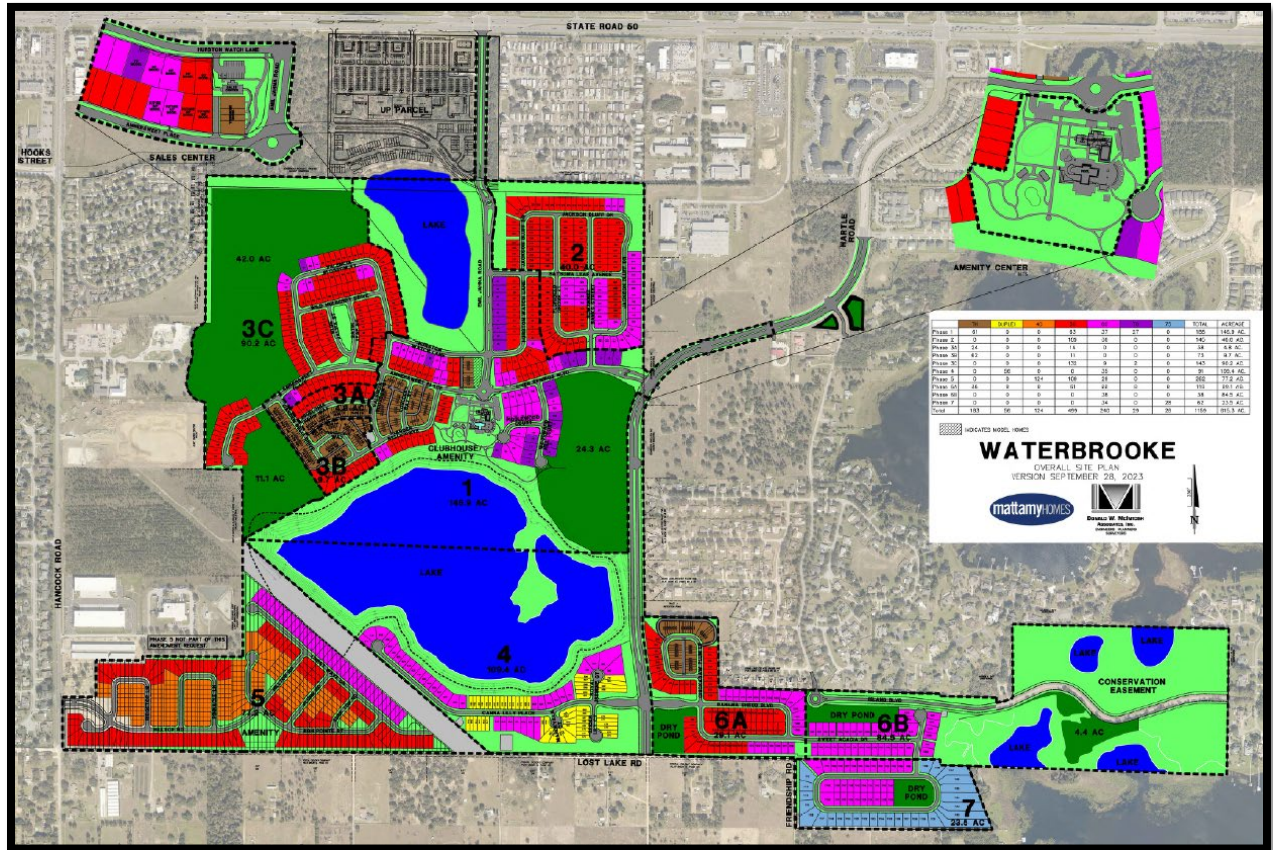
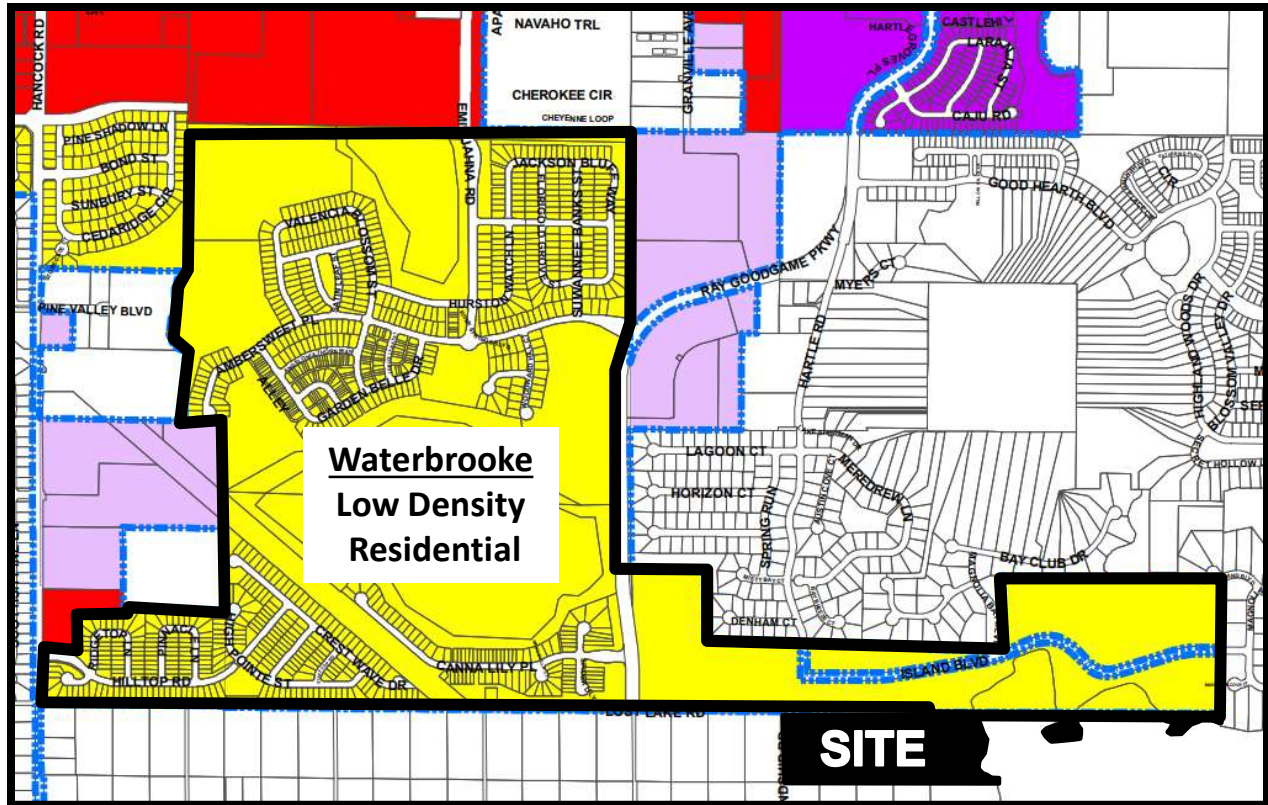
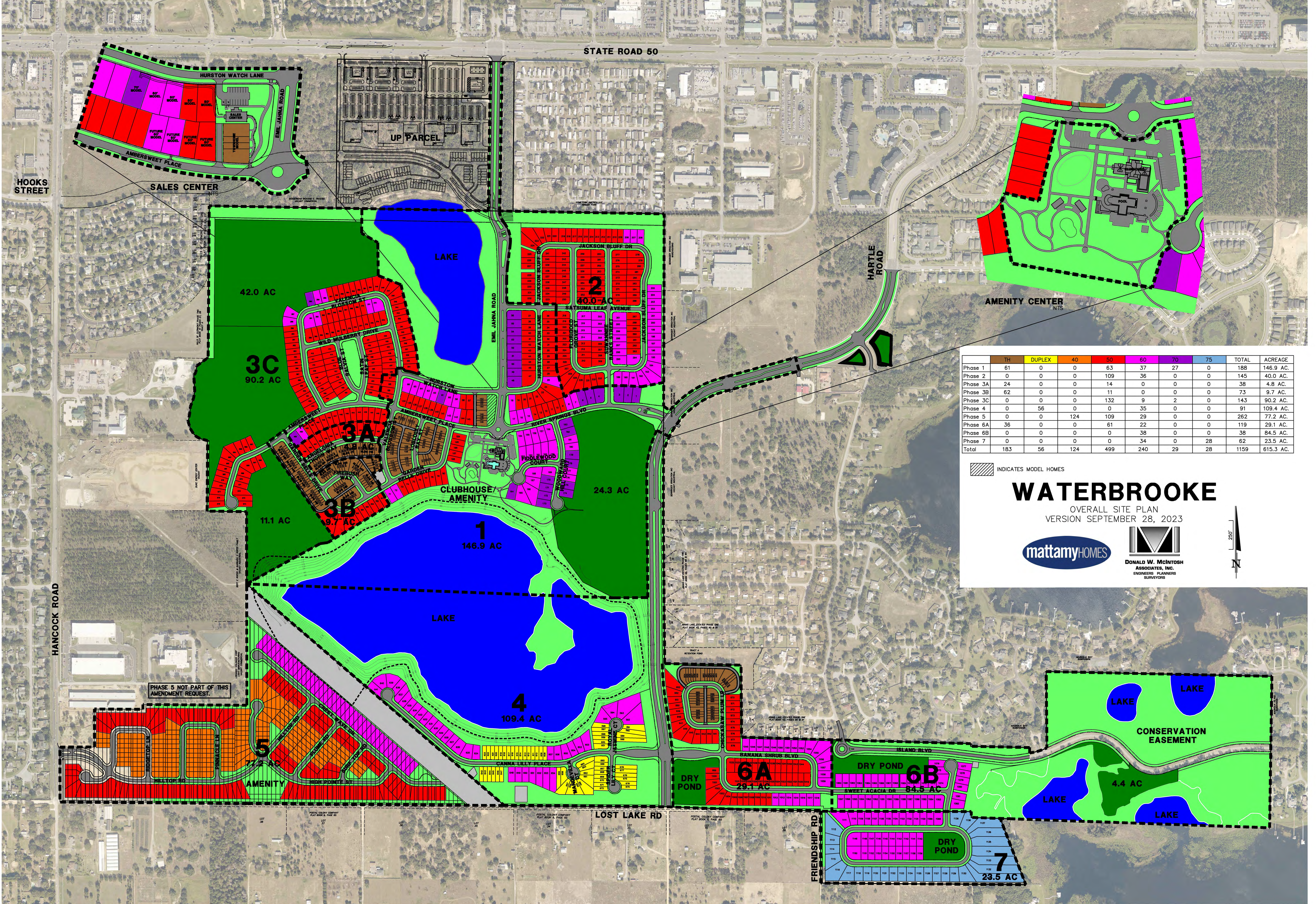


Exhibit - Location Map – Waterbrooke Phase 7



Exhibit – Future Land Use Map – Waterbrooke Phase 7



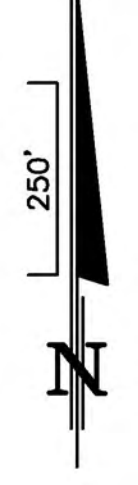


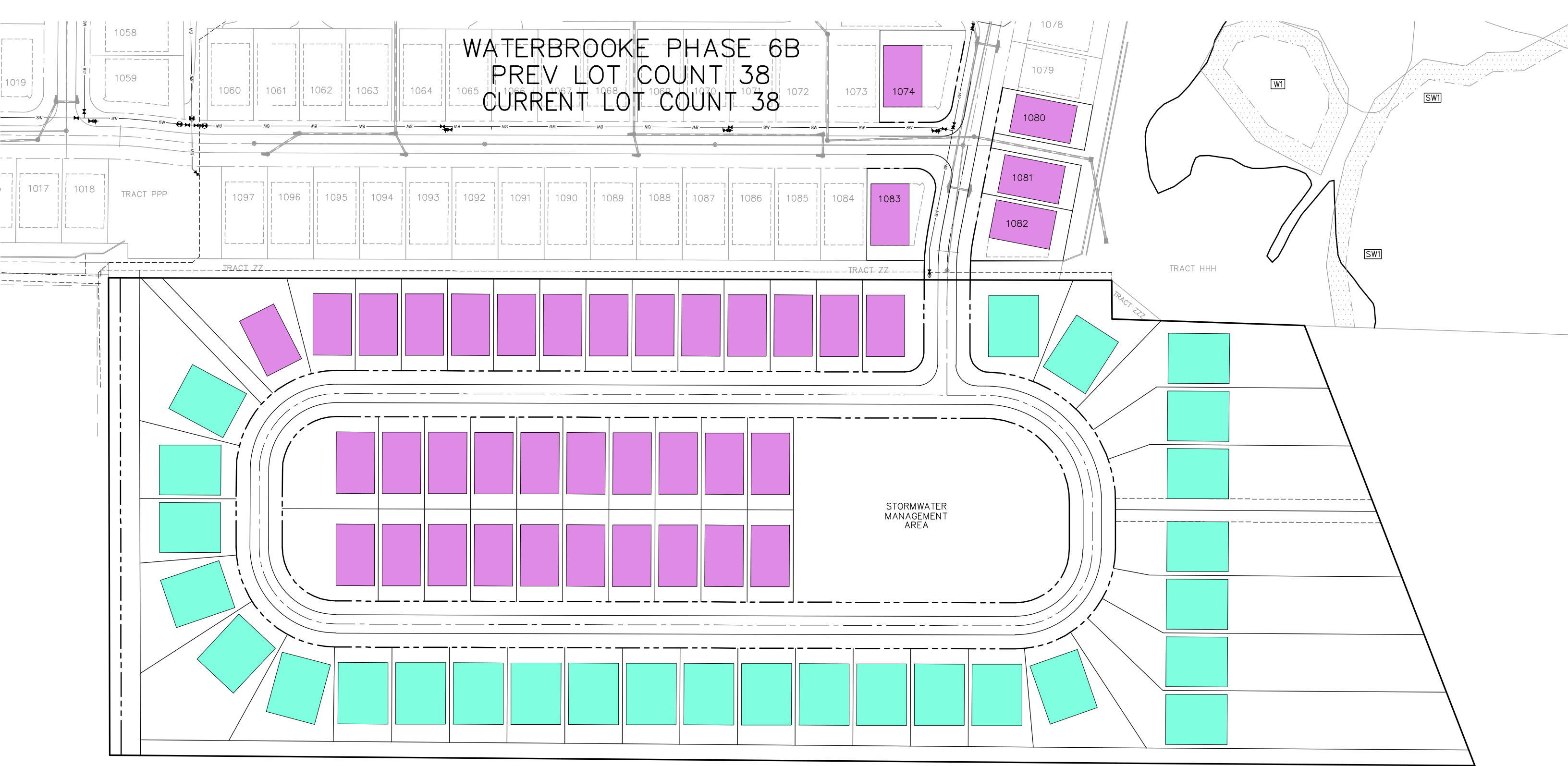
	TH	DUPLEX	40	50	60	70	75	TOTAL	ACREAGE
Phase 1	61	0	0	63	37	27	0	188	146.9 AC.
Phase 2	0	0	0	109	36	0	0	145	40.0 AC.
Phase 3A	24	0	0	14	0	0	0	38	4.8 AC.
Phase 3B	62	0	0	11	0	0	0	73	9.7 AC.
Phase 3C	0	0	0	132	9	2	0	143	90.2 AC.
Phase 4	0	56	0	0	35	0	0	91	109.4 AC.
Phase 5	0	0	124	109	29	0	0	262	77.2 AC.
Phase 6A	36	0	0	61	22	0	0	119	29.1 AC.
Phase 6B	0	0	0	0	38	0	0	38	84.5 AC.
Phase 7	0	0	0	0	34	0	28	62	23.5 AC.
Total	183	56	124	499	240	29	28	1159	615.3 AC.

 INDICATES MODEL HOMES

WATERBROOKE

OVERALL SITE PLAN
VERSION SEPTEMBER 28, 2023





WATERBROOKE PHASE 7
62 UNITS (62 NET)
CONCEPT 16



CITY OF CLERMONT REZONING FILING INSTRUCTIONS

Any person requesting a Rezoning shall file a complete application and pay a fee as established by resolution of the City Council in the Development Services Department on or before the 1st day of the month; Complete applications may then be scheduled for Public Hearings the following month – on the 1st Tuesday (Planning & Zoning Commission), 2nd Tuesday (City Council first reading only) and 4th Tuesday (City Council adoption). All applications must be complete, and include applicable site plans and/or pertinent descriptive materials in order to be processed. Dependent upon the scope and/or magnitude of a particular project, scheduling of one or more City Council workshop(s) may also be necessary and additional time may be required prior to being schedule for public hearings.

A Pre-Application meeting with the Development Services Director (or designated staff) may be required prior to submittal of the application. Please check with the Development Services Department staff.

The Applicant shall provide the following information with this application in a PDF format on a CD or electronically via email to planning@clermontfl.org:

- Completed application. Include all signatures:
 - Applicant's signature (if different from owner of record)
 - Owner's signature (owner of record) unless power of attorney or notarized letter authorizing the applicant to act as the duly authorized agent for the owner is submitter with the application.
- Proof of ownership – (i.e. Lake County Property record card, tax receipt, or deed)
- Legal Description in a word document to be used for legal advertising and in the ordinance for rezoning.
- Plot plan (drawn to scale) of the property involved showing the location of existing building or structures and the location of proposed building or structures which specifically delineates and illustrates the extent of the rezoning request. Maximum size for plans 11" x 17" (two full size copies for detail as needed, depending on rezoning)
 - a. Name, address and phone number of the applicant.
 - b. North arrow, date and scale.
 - c. Property lines, existing structures, proposed structures and contiguous streets.
 - d. A short description of the proposed structural usage.
 - e. A topographical map with five (5) foot contour lines (if deemed necessary for clarification purposes by City staff).
- Fee: \$542.00 plus the cost of the advertisement, plus the cost of traffic review, if necessary



CITY OF CLERMONT
REZONING
APPLICATION

DATE		FEE: \$542.00 + cost of advertisement + cost of traffic review, if necessary	
Project Name (if applicable) Waterbrooke Phase 7			
Applicant Mattamy Orlando, LLC			
Contact Person Jonathan D. Droor, PE, Assistant Vice President			
Address 2450 Maitland Center Parkway, Suite 300		City Maitland	State FL Zip 32751
Telephone 407-215-6264		Fax	
Email Jon.Droor@mattamycorp.com			
OWNER INFORMATION			
Owner's Name Friendship Capital Group, LLC			
Owner Address 103 Commerce Street, Suite 160		City Lake Mary	State FL Zip 32746
Telephone 407-548-6201		Email sidjaffer@yahoo.com	
PROPERTY INFORMATION			
Address of Subject Property Friendship Road		City Clermont	State FL Zip 34711
Legal Description (include copy of survey) See attached survey with legal description.			
Acreage ±23.955		Land Use (City verification required) Rural (County) / Low Density Residential (City-requested under separate application)	
Present Zoning (City verification required) A (County)		Proposed Zoning PUD (City)	



CITY OF CLERMONT REZONING APPLICATION

Answers to the following questions are required to complete this application.

What are you proposing to do that would require a rezoning?

Mattamy Orlando, LLC (Mattamy) is under contract to purchase approximately 24 acres of land in unincorporated Lake County adjacent to the previously approved ±569-acre Waterbrooke PUD. Since the property is contiguous to the City limits, Mattamy is filing, on behalf of the Owner, Applications for Annexation, Comprehensive Plan Amendment and Rezoning in order to add the subject property to the Waterbrooke PUD and increase the number of residential units within the Waterbrooke PUD to 1,200.

Check box to indicate additional materials are provided via attachment. ☒

Jonathan D. Droor, PE, Asst. VP

Applicant Name (print)

Sadique Jaffer, Managing Member

Owner Name (print)

x

Applicant Name (signature)

x

Owner Name (signature)

City of Clermont

Development Services Department

685 W. Montrose St.

P.O. Box 120219

Clermont, FL 34712-0219

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

5/22/2020



CITY OF CLERMONT
COMPREHENSIVE PLAN AMENDMENT
Application Instructions

APPLICATION FEE:

- **Large Scale Comprehensive Plan Amendment** - \$2,325 plus cost of advertisement. Includes text amendments that impact the Goals, Objectives and Policies of the comprehensive plan; Future Land Use Map or map series amendment over 10 acres.
- **Small Scale Comprehensive Plan Amendment** - \$755.00 plus cost of advertisement. Includes Future Land Use Map amendments of less than 10 acres, with no impact to the Goals, Objectives and Policies.
- **Development of Regional Impact (DRI)** - \$10,000 escrow plus actual costs of advertising for a DRI amendment.

APPLICATION PROCESS:

Applicants must schedule a pre-application meeting with the City's Site Review Committee prior to submitting a completed application. Once an application has been completed, please call a staff planner, (352) 394-4083, to schedule the pre-application meeting.

After the Site Review Committee meeting, and after any requests for additional information have been met by the applicant, the City's planning staff will prepare the amendment with its supporting data and analysis and schedule the Planning & Zoning Commission hearing. The Planning & Zoning Commission meets the first Tuesday of the month, and will make a recommendation on the proposed amendment to the City Council. The Council will then review the proposed amendment at a public hearing and may vote to approve (small scale amendment) or to transmit it (large scale amendment) to the Florida Department of Economic Opportunity (DEO) and all reviewing agencies.

DEO will review the amendment within 60 days and notify the City of any concerns. Other public agencies may file objections separately.

AMENDMENT TIME FRAME:

- *Small Scale Amendments and Large Scale Amendments* – may take up to three months to process depending on meeting schedules, review time frames, staff preparation time, etc. The City does try to consolidate amendments as much as possible to help save on advertising costs. Applicants must have attended a pre-application meeting prior to submitting applications for the deadlines. Please note that all hearing dates are tentative and subject to change.



A Pre-Application meeting with the Development Services Director (or designated staff) may be required prior to submittal of the application. Please check with the Development Services Department staff.

Application Information Required

A complete application includes the items below in addition to the attached application:

- Completed application. - Include all signatures
- Proof of ownership – (i.e. Lake County Property record card, tax receipt, deed, or tax receipt)
- Complete legal description in Word (not all caps) emailed to planning@clermontfl.org
- Current survey and location map (acreage included)
- Signed owner affidavit (unless power of attorney or notarized letter authorizing the applicant to act as the duly authorized agent for the owner is submitted with the application)
- Signed Applicant affidavit
- Application fee

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



CITY OF CLERMONT
COMPREHENSIVE PLAN AMENDMENT
Application

DATE: _____

FEE: _____

Project Name (if applicable): Waterbrooke Phase 7

Applicant: Mattamy Orlando, LLC

Contact Person: Jonathan D. Droor, PE, Assistant Vice President

Address: 2450 Maitland Center Parkway, Suite 300

City: Maitland **State:** FL **Zip:** 32751

Phone: 407-215-6264 **Fax:** _____

E-Mail: Jon.Droor@mattamycorp.com

OWNER: Friendship Capital Group, LLC

Address: 103 Commerce Street, Suite 160

City: Lake Mary **State:** FL **Zip:** 32746

Phone: 321-624-3126 **Fax:** _____

E-Mail: sidjaffer@yahoo.com

General Location: East side of Friendship Road, South of Lost Lake Road

Legal Description (include copy of survey): See attached - Alt Key #1412021

Property size (in acres or square feet): 23.955 ac.

Flood hazard area (yes) x _____ **and approx. acreage** 3.5 ac. **(no)** _____

Existing (Actual) Land Use: Vacant Undeveloped

Existing Zoning: A (County)

Existing Future Land Use: Rural - Max 1 DU/5 Net Acres (County)

Proposed Future Land Use: Low Density Residential (City)

Type of development proposed: Single Family Residential



1.9 dwelling units/gross acre across

Proposed density (dwelling units/acre) or intensity: entire Waterbrooke PUD

Proposed Zoning District: PUD

Summary of the proposed amendment content and effect that describes any changed conditions that would justify the proposed amendment, and why there is a need for the proposed amendment (use additional sheets if necessary).

Mattamy Orlando, LLC (Mattamy) is under contract to purchase approximately 24 acres of land in unincorporated Lake County adjacent to the previously approved Waterbrooke PUD. Since the property is contiguous to the City limits, Mattamy is filing, on behalf of the Owner, an Application for Annexation, which requires that the City's Comprehensive Plan be amended to provide a City Future Land Use designation. Mattamy is also filing an Application for Rezoning in order to add the subject property to Waterbrooke PUD. Mattamy is requesting a City Future Land Use designation of Low Density Residential, which is consistent with the Future Land Use of the Waterbrooke PUD and compatible with the surrounding Lake County Future Land Use designations.

The City of Clermont may require additional information to justify, clarify or explain the necessity of the requested Comprehensive Plan Amendment which may include the following:

- Information regarding the compatibility of the proposed land use amendment(s) with the Goals, Objectives and Policies of the Future Land Use Element and any other affected comprehensive plan elements.
- A description of how the proposed amendment(s) will result in an orderly and logical development pattern with existing and proposed land use(s) of the area.
- A description of the present availability of, and estimated demand on the following public facilities: potable water, sanitary sewer, transportation system and recreation, as appropriate.

******* NOTICE *******

IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A DELAY ON PROCESSING AND WILL NOT BE SCHEDULED UNTIL CORRECTIONS ARE MADE.

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



APPLICANT'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

Jonathan D. Droor, PE, Assistant Vice President, Mattamy Orlando, LLC, who being

by me first duly sworn on oath, deposes and says:

1. That he (she) affirms and certifies that he (she) understands and will comply with all ordinances, regulations and policies of Lake County, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his (her) knowledge and belief, and further, that this application and attachments shall become part of the official records of the City of Clermont, Florida, and are not returnable.
2. That he (she) desires a Future Land Use Amendment from Rural (County) _____ to Low Density Residential (City) _____ for the property legally described on the attachment of this application.
3. That the submittal requirements for the application have been completed and attached hereto as part of the application.

Jonathan D. Droor, PE, Assistant Vice President

Affiant - Applicant Name (print)

X

Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 15th day of DECEMBER, 2022.



X Gillian T. Chung-Miller
Notary Public, State of Florida at Large

My Commission Expires: 02/26/2023



OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared
Sadique Jaffer, Managing Member, Friendship Capital Group, LLC, who being

by me first duly sworn on oath, deposes and says:

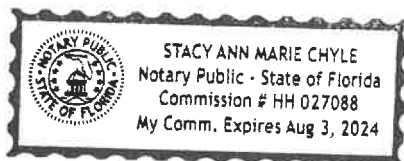
1. That he (she) is the fee-simple owner of the property legally described on the attachment of this application.
2. That he (she) desires a Future Land Use Amendment from
Rural (County) to Low Density Residential (City) for the
property legally described on the attachment of this application.
3. That the owner of said property has appointed Jonathan D. Droor, PE, Asst. VP
Mattamy Orlando, LLC to act as agent
on his (her) behalf to accomplish the above. The owner is required to complete the
APPLICANT'S AFFIDAVIT of this application if no agent is appointed to act in his
(her) stead.

Sadique Jaffer, Managing Member
Affiant - Applicant Name (print)

X [Signature]
Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 9 day of December, 2022



X [Signature]
Notary Public, State of Florida at Large

My Commission Expires: 8/3/24



CHECK LIST & FILING INSTRUCTIONS

The following required information shall be submitted when applying for an **ANNEXATION**.

1. ☒ Application & Petition by the landowners for Annexation (pages 3 and 4).
2. ☒ General application form (page 5).
3. ☒ Authorization for agent/owner representation (page 6)
4. ☒ LEGAL DESCRIPTION: Email legal description typed in Word (not all capitalized) to planning@clermontfl.org. Include a copy of the latest TAX RECEIPT or recorded WARRANTY DEED showing the current fee simple owner.
5. ☒ Map showing general area of site for which Annexation is being requested.
6. ☒ Submit original application along with \$155.00 filing fee. (Price for advertisement will be invoiced once the cost has been received)

NOTE: All territory annexed into the City of Clermont is automatically zoned Urban Estate Residential (UE) Zoning District. A separate application for a Land Use Plan Amendment & Rezoning is required. Applicable fees shall apply.

PROCEDURES:

1. The proposed use of the property must be assessed to determine if there will be an increase in demand on the water or wastewater systems prior to submittal of the application. Any increase in demand on the water or wastewater systems will be subject to impact fees.
2. Any person requesting an Annexation shall file a complete application in the Development Services Department on or before the 1st day of the Month. Complete applications will then be scheduled for Public Hearing on the 4th Tuesday of the following month for the City Council meeting. All applications must be complete, to include applicable site plans and/or other pertinent descriptive materials in order to be processed. A pre-application meeting may be required prior to submission of an application. Dependent upon the scope and/or magnitude of a particular project, scheduling of one or more City Council Workshop(s) may also be necessary and additional time may be required prior to being scheduled for public hearing.
3. Upon receipt of a complete application, the Development Services Department shall proceed with the request for a public hearing in accordance with the following:
 - A: The owners of all property lying within one hundred fifty (150) feet of the property requested to be annexed shall be notified by mail.
 - B. A legal advertisement of the request shall be advertised in a local newspaper prior to the meeting date.
4. Failure to provide an accurate and complete application will result in automatic rejection and return of the application and delay of the hearing date.



APPLICATION & PETITION

DATE: _____

FEE: \$155.⁰⁰
+ cost of advertising

Please type or print – use black pen/ink only.

PROJECT NAME (if applicable): Waterbrooke Phase 7

APPLICANT: Mattamy Orlando, LLC - Jonathan D. Droor, PE, Assistant Vice President

Address: 2450 Maitland Center Parkway, Suite 300

City: Maitland State: FL Zip: 32751

Phone: 407-215-6264 Fax: _____

Applicant is: Owner: ☐ Agent: ☐ Purchaser: ☒ Lessee: ☐ Optionee: ☐

OWNER: Friendship Capital Group, LLC - Sadique Jaffer, Managing Member

Address: 103 Commerce Street, Suite 160

City: Lake Mary State: FL Zip: 32746

Phone: 407-548-6201 Fax: _____

AGENT NAME (Affidavit required): Mattamy Orlando, LLC - Jonathan D. Droor, PE, Asst. VP

Address: 2450 Maitland Center Parkway, Suite 300

City: Maitland State: FL Zip: 32751

Phone: 407-215-6264 Fax: _____

E-Mail: Jon.Droor@mattamycorp.com

Property address and/or general location: Friendship Road, Clermont, FL 34711

Alt Key #1412021

Area of property: 23.955 +/- acres, and/or 1,043,480 +/- sq. ft.

The property is PRESENTLY used for: Vacant Undeveloped

The property is PROPOSED to be used for: Low Density Residential



Existing Lake County Land Use* : Rural

Existing Lake County Zoning* : A

*** NOTE: All property annexed into the City of Clermont is automatically zoned Urban Estate Residential (UE) Zoning District. A separate application for a Land Use Plan Amendment & Rezoning is required. Applicable fees shall apply.**

Number of existing structures on the property and their present use: None

State the reason or basis for this request: _____

Planned Residential Development / Expansion of Waterbrooke PUD

EXACT LEGAL DESCRIPTION as shown on the Tax Receipt or Warrant Deed.
(attach copy).

Section 35, Township 22, Range 26

See attached boundary survey with legal description.

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



**PETITION OF LANDOWNER(S) FOR ANNEXATION
OF CERTAIN PROPERTY TO THE CITY OF CLERMONT**

WE, the undersigned landowner(s) pursuant to the provisions of Chapter 59-1497 (Senate Bill No. 912), Laws of Florida, Regular Session 1959, entitled

AN ACT TO AMEND CHAPTER 9820, LAWS OF FLORIDA, SPECIAL ACT OF 1923, AS AMENDED, BEING THE CHARTER OF THE CITY OF CLERMONT, FLORIDA, TO PROVIDE ENABLING LEGISLATION FOR THE FUTURE ANNEXATION OF CONTIGUOUS TERRITORY BY PETITION AND CONSENT OF THE LANDOWNER(S) IN THE AREA SOUGHT TO BE ANNEXED: PROVIDING THAT SAID PROVISIONS SHALL BE CUMULATIVE: PROVIDING THAT THE PROPERTY ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY, AND PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL OF SUCH TERRITORY HAD BEEN A PART OF THE CITY OF CLERMONT AT THE TIME OF THE PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES, AND FIXING EFFECTIVE DATE,

hereby petition that the hereinafter described real estate be annexed to, and become a part of the city limits of the City of Clermont, a municipal corporation in Lake County, Florida, created and existing pursuant to Chapter 9820, Laws of Florida, Special Acts of 1923, and amendatory and supplementary acts thereto, and we, jointly and severally, consent to such annexation of such area to said City of Clermont and upon annexation sought by this petition, all of the property, real and personal, within such area, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties and privileges of said City of Clermont, Florida and the said property shall be liable, proportionally, for all the present outstanding and existing, as well as future, indebtedness of the said City of Clermont; that all of the ordinances of the City of Clermont and all laws heretofore passed by the Legislature of the State of Florida, relating to and which now or hereafter constitute its Charter shall apply to have the same force and effect in such territory as may be annexed under the provisions hereof as if all of such territory had been part of the City of Clermont at the time of the passage and approval of said laws and ordinances.

IN WITNESS WHEREOF, we, the undersigned landowners, as petitioners, have hereunto set our hands and seals as of the 15TH day of DECEMBER, 2022.

Legal description of the property: (Type, print in black ink, or attach a copy of the warranty deed or current tax receipt).

Jonathan D. Droor, PE, Assistant Vice President

Landowner (Petitioner)

12/15/2022

Date

Gillian T. Chung-Miller
Notary Public

02/26/2023

My Commission Expires





OWNER / AGENT AFFIDAVIT (ANNEXATION)

Date: _____

Before me, the undersigned authority personally appeared Sadique Jaffer, Managing Member
Friendship Capital Group, LLC (owner(s) name), who being by me duly sworn on oath,
deposes and says:

1. That said authority is the fee-simple owner of the property legally described in this application.
2. That said authority desires an ANNEXATION to allow:
Planned Residential Development
3. That said authority (owner) has appointed (agent's name) Jonathan D. Droor, PE,
Assistant Vice President, Mattamy Orlando, LLC to act in its behalf to accomplish the above, and
before me the undersigned authorized agent personally appeared and being by me duly
sworn on oath, deposes and says:

A. That he/she affirms and certifies that he/she understands and will comply with all Ordinances, Regulations, and Provisions of the City of Clermont, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his/her knowledge and belief, and further, that this application and attachments shall become part of the Official Records of the City of Clermont, Florida, and are not returnable.

B. That the Submittal requirements for the application have been completed and attached hereto as part of that application.

X _____ X _____
Owner (signature) Agent's (signature)

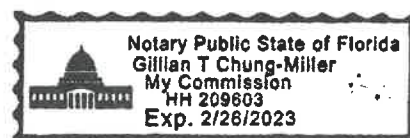
Sworn to and subscribed before
me this 9 day of December,
2022.

Stacy Ann Marie Chyle
Notary Public, State of FL
My commission expires: 8/3/24

Sworn to and subscribed before
me this 15th day of DECEMBER,
2022.

Gillian T. Chung-Miller
Notary Public, State of FL
My commission expires: 02/26/2023

***Note:** Owner must sign affidavit. When agent is representing case, both agent and owner must sign affidavit.



LEGAL NOTICE

On Tuesday, November 7, 2023 at 6:30 PM the Clermont Planning & Zoning Commission will consider the enactment of the following proposed ordinance, and on Tuesday, November 28, 2023 at 6:30 PM at a public hearing the request will be held before the City Council for Final Adoption.

ORDINANCE NO. 2023-031

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

LOCATION

Vacant parcel located southeast
of the Friendship Road and Lost Lake Road intersection
Alternate Key 1412021
23.96 +/- Acres



LEGAL DESCRIPTION

THE NORTH HALF (N 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTH-WEST QUARTER (SW 1/4); THE NORTH QUARTER (N 1/4) OF GOVERNMENT LOT 2; ALL IN SECTION 35, TOWNSHIP 22 SOUTH, RANGE 26 EAST OF THE TALLAHASSEE MERIDIAN.

ALSO: BEGIN AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 35, TOWNSHIP 22 SOUTH, RANGE 26 EAST, RUN THENCE WEST ALONG THE MID-SECTION LINE 1304.75 FEET, THENCE NORTH 8.3 FEET, THENCE EAST TO A POINT 50.25 FEET NORTH OF THE POINT OF BEGINNING, THENCE SOUTH TO THE POINT OF BEGINNING.

CONTAINING 23.955 ACRES, MORE OR LESS, TO THE SAFE UPLAND LINE AND BEING SUBJECT TO ANY EASEMENTS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.

PROPERTY REZONING

**From: Urban Estate Low Density Residential UE
To: Planned Unit Development PUD**

All public meetings are held in the Clermont City Hall, Council Chambers located at 685 W. Montrose Street, Clermont, FL 34711.

This ordinance is available for public inspection in the Development Services Department, Monday through Friday between the hours of 8:00 AM and 5:00 PM.

All interested parties shall be given an opportunity to express their views on this matter.

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC
City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, November 28, 2023		
Agenda Item Name		
Ordinance No. 2023-032 <i>Final LDC Amendment</i>		
Requested Action		
Staff Report		
Staff is proposing an amendment to the landscape code Section 123-102. Currently, the mediation plan for heavily wooded property allows the owner to pay the City for trees that are not able to be replanted on the site. The City can then use these funds to plant trees on public properties around the city. This amendment will allow the City to include landscape materials (plants, shrubs and associated materials) to these projects throughout the city. <i>The Planning and Zoning Commission recommended approval, 4-0.</i>		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance	Ordinance.pdf	
2. Legal Ad	Legal Ad.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2023-032

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 123-VEGETATION, SECTION 123-102-ISSUANCE; CRITERIA FOR TREE REMOVAL; TREE REPLACEMENT STANDARDS; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, 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 November 7, 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 123-Vegetation, Section 123-102-Issuance, Criteria for Tree Removal, Tree Replacement Standards, making changes to add and clarify language on tree removal and replacement standards; and

NOW, THEREFORE, BE IT HEREBY ORDAINED by the City Council of the City of Clermont, that Chapter 123-Vegetation 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 (note underlined indicates added):

Sec. 123-102. - Issuance; criteria for tree removal; tree replacement standards.

- (a) *Intent*. It is the intent of this section to minimize the removal of protected trees and that no authorization shall be granted to remove a tree if the developer has failed to take reasonable measures to design and locate the proposed improvements so that the number of protected trees to be removed is minimized.
- (b) *General criteria for authorization of tree removal*. No authorization for the removal of a protected tree shall be granted unless the applicant demonstrates one or more of the following circumstances exist:

CITY OF CLERMONT
ORDINANCE NO. 2023-032

- (1) A permissible use of the site cannot reasonably be undertaken unless specific trees are removed or relocated.
 - (2) The tree is located in such proximity to an existing or proposed structure that the safety, utility or structural integrity of the structure is materially impaired.
 - (3) The tree materially interferes with the location, servicing or function of utility lines or services.
 - (4) The tree creates a substantial hazard to motor, bicycle or pedestrian traffic by virtue of physical proximity to traffic or impairment of vision.
 - (5) The tree is diseased or weakened by age, abuse, storm or fire and is likely to cause injury or damage to people, buildings or other improvements.
 - (6) Established law or regulation requires the removal.
- (c) *Specific criteria for authorization of tree removal.* Pursuant to criteria established in subsection (b) of this section, a tree removal permit may be issued where one or more of the following circumstances exist if alternative design or other solutions do not afford indispensable relief for a proposed use:
- (1) *Street opening.* A permit may be issued if the location of a tree restricts the opening of a street or road right-of-way.
 - (2) *Utilities and drainage.* A permit may be issued if the location of the tree restricts the function and service of utility lines or drainage facilities.
 - (3) *Property access.* A permit may be issued if the location of the tree restricts access to the property.
 - (4) *Property use.* A permit may be issued if the location of the tree restricts use of the property consistent with all other city, county and state codes, statutes, ordinances and resolutions, and design modifications are not feasible or reasonable.
 - (5) *Hazards.* A permit may be issued if the tree constitutes a hazard to life or property which cannot be mitigated without removing the tree.
 - (6) *Poor tree health.* A permit may be issued if the tree is dying or dead so that its restoration to sound condition is not practical, or it has a disease which can be expected to be transmitted to other trees and to endanger their health.
 - (7) *Thinning of trees.* In order to increase light and air circulation on heavily wooded parcels, the selective removal of up to 25 percent of existing trees may be permitted as long as the minimum tree requirement for the particular land use is maintained.
- (d) *Replacement requirements.* Preferred trees which have been approved for removal shall be replaced in accordance with the following:
- (1) Trees removed pursuant to criteria specified in section (c) of this section shall be replaced at the expense of the permittee.
 - (2) For commercial, industrial, residential or other use requiring site plan approval under the zoning regulations, chapter 125, or the subdivision regulations, chapter 119, for each inch of tree measured at 4½ feet above the existing grade removed, an inch of tree at 4½ above the existing grade shall be replaced. Replacement trees shall be at least six inches in caliper for any trees removed that are 18 inches in caliper or greater. Replacement trees

CITY OF CLERMONT
ORDINANCE NO. 2023-032

for trees removed smaller than 18 inches in caliper shall, at a minimum, meet the requirements of section 123-42(b)(2).

- (3) No replacement shall be required if the removal of the tree is necessary to construct a single-family residence, provided the parcel has the minimum number and size of preferred trees required by this Code.
- (4) For each tree removed from a single-family residential lot that is dead, diseased, dying or in such proximity to an existing structure that the safety, utility or structural integrity of the structure is materially impaired, a replacement tree shall be planted in conformance with section 123-42.
- (5) A replacement tree may be moved from one location to another on the site or moved off the site pursuant to criteria specified in subsection (d) (6) of this section.
- (6) Replacement trees shall, if practicable, be planted on the development site. If not practicable, replacement trees may be donated, or a fee in lieu of replacement may be paid to the city for purposes of planting trees and landscaping on public property. The fee in lieu of replacement shall be based on the average retail cost of purchasing the requisite size and number of replacement trees.
- (7) This section shall not pertain to permits for thinning of trees as specified in subsection (c) (7) of this section.

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.



CITY OF CLERMONT
ORDINANCE NO. 2023-032

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.



CITY OF CLERMONT
ORDINANCE NO. 2023-032

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 28th day of November 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

Order Confirmation

Not an Invoice

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City Of Clermont-Legals P.O. BOX 120219 CLERMONT FL 34712
Contact Name:	Christina Perry
Contact Phone:	
Contact Email:	cperry@clermontfl.org
PO Number:	

Date:	10/10/2023
Order Number:	9390417
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	62.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	2	10/24/2023 - 11/14/2023	Govt Public Notices
LEE dailycommercial.com	2	10/24/2023 - 11/14/2023	Govt Public Notices

Order Confirmation Amount	\$191.04
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Ad Preview

LEGAL NOTICE

On Tuesday, November 7, 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, November 28, 2023 at 6:30 PM.

**ORDINANCE NO. 2023-032
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 123-VEGETATION,
SECTION 123-102-ISSUANCE;
CRITERIA FOR TREE
REMOVAL; TREE
REPLACEMENT STANDARDS;
PROVIDING FOR CONFLICT,
SEVERABILITY, CODIFICATION,
THE ADMINISTRATIVE
CORRECTION OF SCRIVENERS
ERROR, 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

Daily Commercial
October 24, 2023 and November 14,
2023

9390147



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date

Tuesday, November 28, 2023

Agenda Item Name

Resolution No. 2023-041R
Plaza Collina PUD Amendment

Requested Action

Recommend approval of Resolution 2023-041R.

Staff Report

The applicant, KPM Franklin, is requesting to amend the Plaza Collina Planned Unit Development (Resolution 2015-08) to allow for internal shared drive isles and reduced landscape buffers for parcels identified as Pods F and H within the parent parcel. The property is located on the north side of State Road 50 and east of Magnolia Pointe Boulevard, west of Lake Boulevard.



The proposed site is a vacant portion within the Plaza Collina Mixed Use project that consists of C-2 General Commercial uses. The Land Development Code requires an amendment to the Planned Unit Development for any uses or site changes not identified in the Master Development Plan or permitted by the land development regulations for the C-2 General Commercial zoning district. The site is proposing restaurants, offices and other commercial uses. The applicant indicates the shared driveways will allow interconnectivity to the maximum extent feasible and decrease the number of driveway cuts along the north frontage road.

When evaluating a request for a Conditional Use Permit, the Land Development Code, Section 101-212 requires specific development standards that are required to be met. Staff has reviewed the application as submitted in accordance with the development standards criteria and finds the proposed use can meet the general criteria for granting a Conditional Use Permit. The proposed use will not be detrimental to the health, safety and welfare of the surrounding community. Staff recommends approval of the Conditional Use Permit with the conditions contained in Resolution No. 2023-041R. *The Planning and Zoning Commission recommended approval, 4-0.*

Additional Analysis

Fiscal Impact Summary

None.

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)	
1. Resolution	Resolution.pdf
2. LOCATION MAP	LOCATION MAP.pdf
3. Plaza Collina Master Plan	06 Conceptual Plan.pdf
4. 2023.10.19_Plaza Collina PUD Site Plan V2	2023.10.19_Plaza Collina PUD Site Plan V2.pdf
5. 08 Plaza Collina Survey	08 Plaza Collina Survey.pdf
6. 01 PUD Amendment Application	01 PUD Amendment Application.pdf
7. Legal Ad	Legal Ad.pdf



CITY OF CLERMONT
RESOLUTION NO. 2023-041R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR AN AMENDMENT TO THE PLAZA COLLINA PLANNED UNIT DEVELOPMENT (RESOLUTION NO. 2015-08), TO ALLOW FOR SHARED INTERNAL DRIVEWAYS AND INTERNAL LANDSCAPE BUFFERS TO BE LESS THAN THE MINIMUM CODE REQUIREMENTS FOR PARCELS IDENTIFIED AS PODS F AND H, WITHIN A PLANNED UNIT DEVELOPMENT; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida, at a meeting held November 7, 2023, recommended approval of this Conditional Use Permit to allow for an amendment to the Planned Unit Development (PUD), at the following location:

LOCATION:

Vacant parcel within the Plaza Collina Development
Located on the north side of State Road 50, east of Magnolia Pointe Boulevard
and west of Lake Boulevard.
Alternate Key 3938032, 3938034 and 3938035

WHEREAS, the granting of this Conditional Use Permit will not adversely affect the officially adopted Comprehensive Plan of the City; such use will not be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity; the proposed use will comply with the regulations and conditions specified in the codes for such use; and the proposed use may be considered desirable at the particular location;

WHEREAS, the applicant has applied for a Conditional Use Permit for the use of shared internal driveways and internal landscape buffers to be less than the minimum requirements of the land development regulations; the subject parcel is part of the Plaza Collina Planned Unit Development Master Plan (Resolution No. 2015-08);

The City Council deems it advisable 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:

This application for a Conditional Use Permit is to allow for an amendment to the PUD for the use of shared internal driveways and internal landscape buffers to be less than the minimum requirements of the land development regulations, be granted subject to the following conditions:



CITY OF CLERMONT
RESOLUTION NO. 2023-041R

SECTION 1: GENERAL CONDITIONS

1. This Resolution shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor in title or interest, and shall be subject to each and every condition herein set out.
2. Upon approval of the resolution the aforementioned property shall only be used for the purposes described herein. No further expansion of the use or additions to this project shall be permitted except as approved by another Conditional Use Permit. Any other proposed use shall be specifically authorized by amendment and approval of the City of Clermont City Council.
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. Prior to the issuance of any permits, the applicant shall be required to submit formal site plans for review and approval by the City of Clermont Site Review Committee. The site plans shall meet all submittal requirements and comply with the conditions of this Resolution, applicable City Codes, Regulations, Ordinances, and provide compliance with the adopted City Comprehensive Plan, as amended.
5. No business can occupy any portion of the building unless the proposed business has applied for and obtained a Local Business Tax Receipt from the Development Services Department.
6. The Conditional Use Permit must be executed and processed through the office of the City Clerk within 90 days of its date of grant 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 is subject to the terms and conditions of the Conditional Use Permit.
8. The structure shall be inspected by the Fire Marshal for life safety requirements. All requirements must be met prior to any Certificate of Occupancy being issued.



CITY OF CLERMONT
RESOLUTION NO. 2023-041R

9. The structure shall be inspected by the City Building Inspector and all building code violations must be corrected prior to a Certificate of Occupancy being issued.
10. If any of the stated conditions are violated, the applicant understands and agrees that the City Council may revoke this Conditional Use Permit by resolution.
11. This permit shall become null and void if substantial work has not begun within two (2) years of the date of issuance of this Conditional Use Permit.

SECTION 2: LAND USES AND SPECIFIC CONDITIONS

1. This amendment to the Planned Unit Development (PUD) to allow for shared internal driveways and to allow the internal landscape buffers to be less than the minimum requirements for Section 123-43 (D) Perimeter Landscape Buffers between abutting properties for Pods identified as F & H of the Planned Unit Development.
2. The property shall be developed in substantial accordance with the Preliminary Conceptual Site Plan prepared by KPM Franklin, with a date of October 19, 2023, Exhibit A. The conceptual plan submitted with the Conditional Use Permit application is not an approved site plan. Formal construction plans incorporating all conditions stated in this Permit shall be submitted for review and approved by the Site Review Committee prior to the issuance of a Zoning Clearance or other development permits. The site will be required to comply with the City's Architectural Design Standards and Land Development Regulations.

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. 2023-041R

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 28th day of November, 2023.

CITY OF CLERMONT

Tim Murry, Mayor

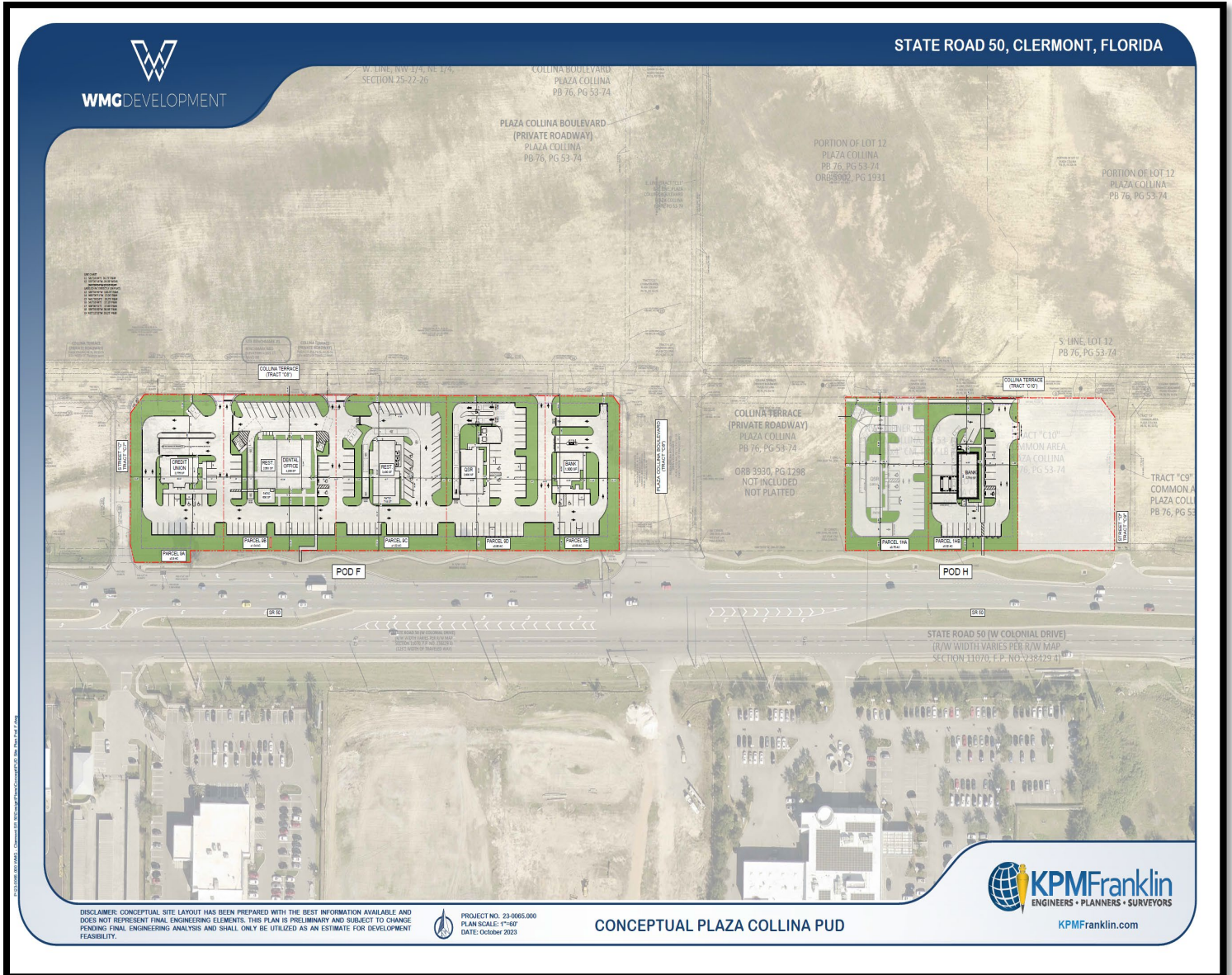
ATTEST:

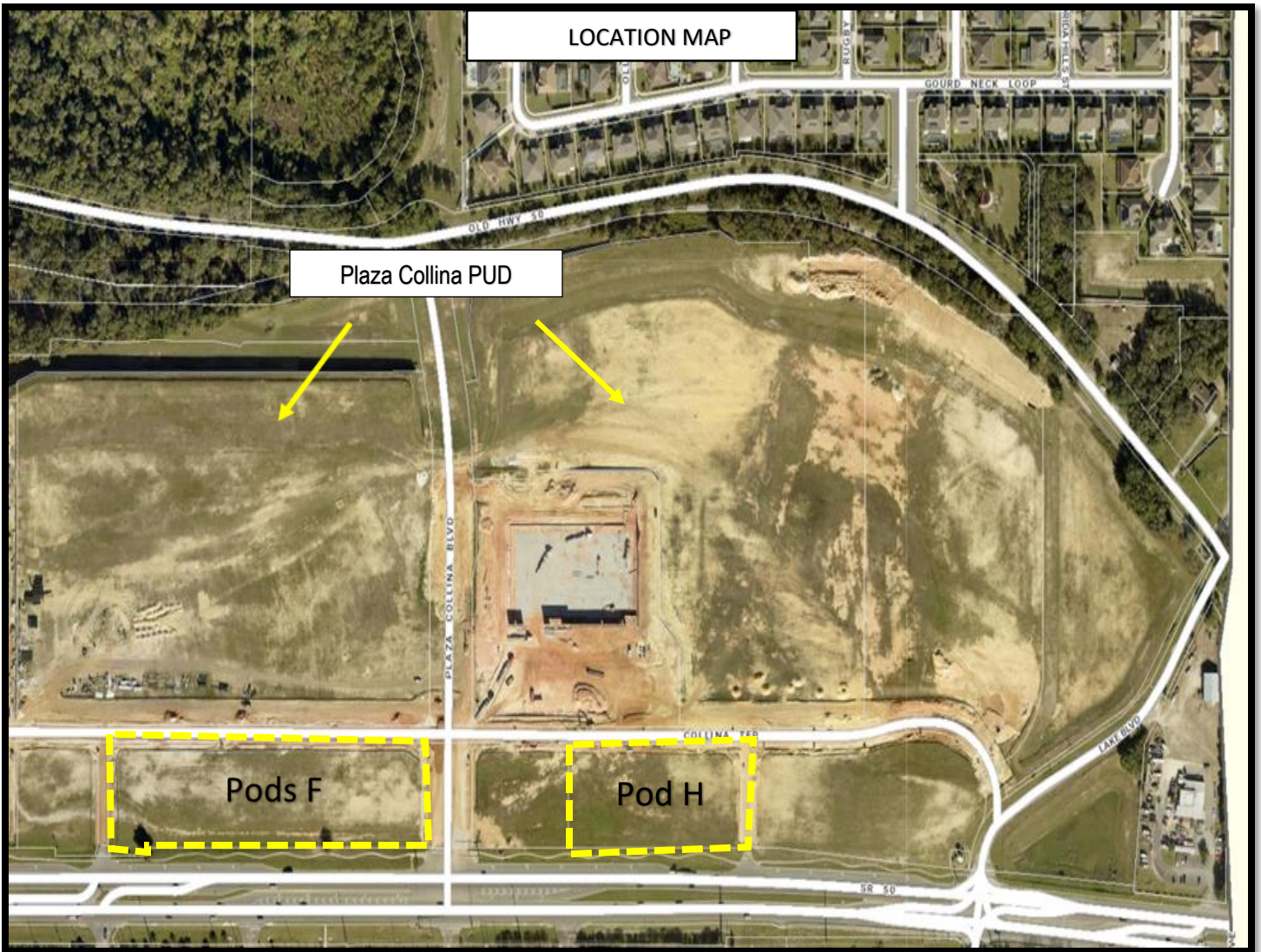
Tracy Ackroyd Howe, City Clerk

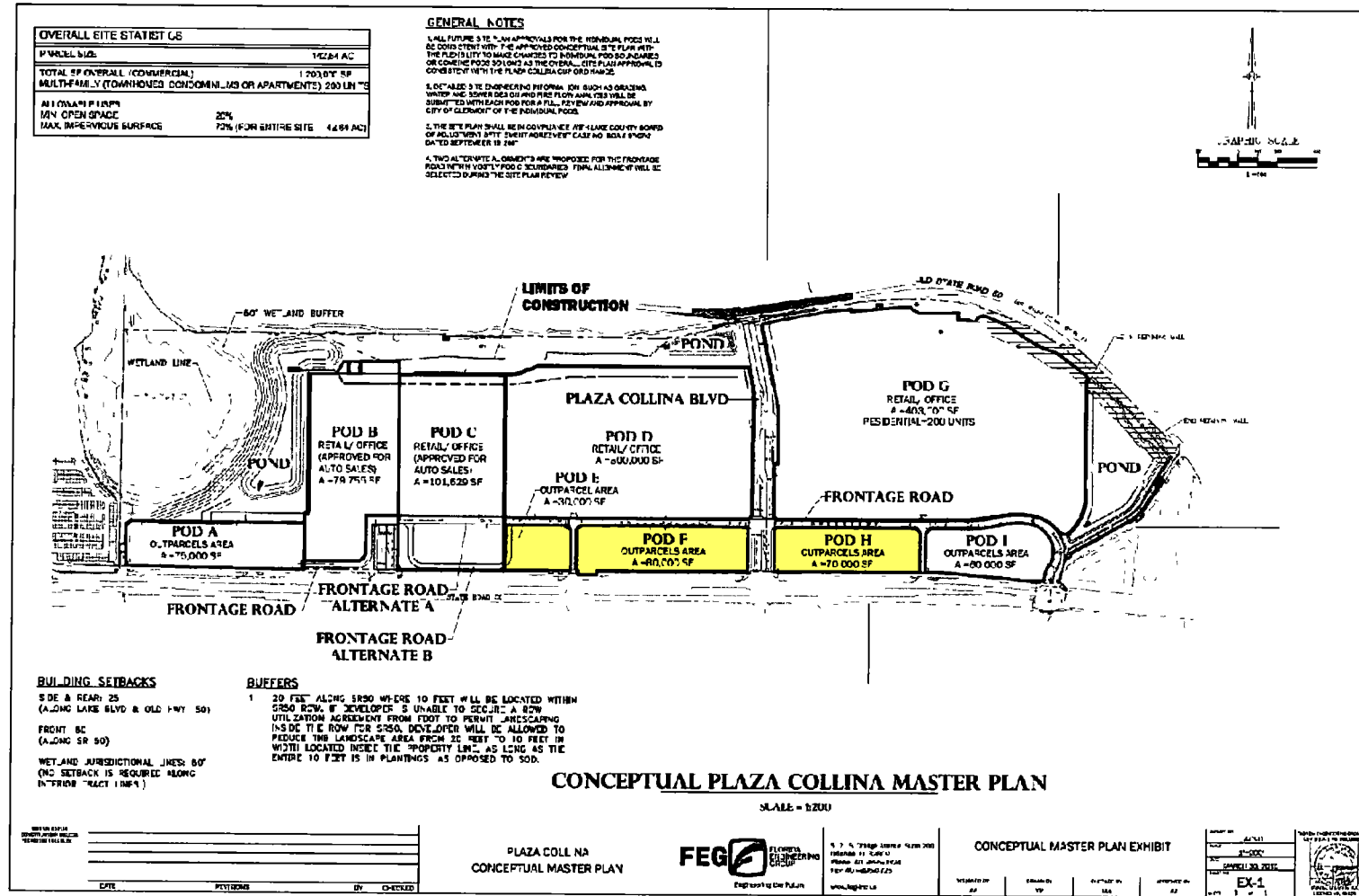
Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit A – Preliminary Conceptual Site Plan









WMGDEVELOPMENT

STATE ROAD 50, CLERMONT, FLORIDA



DISCLAIMER: CONCEPTUAL SITE LAYOUT HAS BEEN PREPARED WITH THE BEST INFORMATION AVAILABLE AND DOES NOT REPRESENT FINAL ENGINEERING ELEMENTS. THIS PLAN IS PRELIMINARY AND SUBJECT TO CHANGE PENDING FINAL ENGINEERING ANALYSIS AND SHALL ONLY BE UTILIZED AS AN ESTIMATE FOR DEVELOPMENT FEASIBILITY.



PROJECT NO. 23-0065.000
PLAN SCALE: 1"=60'
DATE: October 2023

CONCEPTUAL PLAZA COLLINA PUD



KPMFranklin.com

PLAZA COLLINA

A REPLAT OF A PORTION OF LOTS 3 THROUGH 14 AND VACATED UNNAMED ROAD ON EAST, LAKE HIGHLANDS COMPANY, PLAT BOOK 3, PAGE 50, AND A PORTION OF NORTHEAST 1/4 OF THE NORTHEAST 1/4 SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST AND EAST 1/2 OF SOUTH 3/4 OF SOUTH 1/2 OF SOUTHEAST 1/4, SECTION 24, TOWNSHIP 22 SOUTH, RANGE 26 EAST, REPLAT OF A PART OF A REPLAT OF PART OF EDGEWATER BEACH, PLAT BOOK 10, PAGE 44, ALL OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, ALL LYING IN SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 22 SOUTH, RANGE 26 EAST, AND NORTH 1/2 OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA

DESCRIPTION

A PORTION OF LOTS 3 THROUGH 14 AND VACATED UNNAMED ROAD ON EAST, LAKE HIGHLANDS COMPANY, PLAT BOOK 3, PAGE 50, AND A PORTION OF NORTHEAST 1/4 OF THE NORTHEAST 1/4 SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST AND EAST 1/2 OF SOUTH 3/4 OF SOUTH 1/2 OF SOUTHEAST 1/4, SECTION 24, TOWNSHIP 22 SOUTH, RANGE 26 EAST, REPLAT OF A PART OF A REPLAT OF PART OF EDGEWATER BEACH, PLAT BOOK 10, PAGE 44, ALL OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, ALL LYING IN SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 22 SOUTH, RANGE 26 EAST, AND NORTH 1/2 OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA; RUN THENCE S89°27'24"E ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 25 A DISTANCE OF 2,690.20 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION 25; THENCE S89°25'47"E ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 25 A DISTANCE OF 50.07 FEET; THENCE N79°05'09"E A DISTANCE OF 434.24 FEET; THENCE N79°00'45"E A DISTANCE OF 556.22 FEET TO A NON-TANGENT POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1861.14 FEET, A CHORD BEARING OF N86°37'49"E, A CHORD DISTANCE OF 284.43 FEET, RUN THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°45'53", A DISTANCE OF 284.70 FEET TO A POINT OF TANGENCY; THENCE S88°59'15"E A DISTANCE OF 67.39 FEET TO A POINT OF CURVATURE ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1045.00 FEET, A CHORD BEARING OF S82°00'43"E, A CHORD DISTANCE OF 253.83 FEET, RUN THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°57'05", A DISTANCE OF 254.46 FEET TO A POINT OF COMPOUND CURVATURE ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1413.77 FEET, A CHORD BEARING OF S65°42'58"E, A CHORD DISTANCE OF 457.92 FEET, RUN THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°38'24", A DISTANCE OF 459.94 FEET TO A NON-TANGENT POINT ON SAID NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 25; THENCE S89°25'47"E ALONG SAID NORTH LINE A DISTANCE OF 65.88 FEET TO A NON-TANGENT POINT ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1378.71 FEET, A CHORD BEARING OF S48°23'22"E, A CHORD DISTANCE OF 158.59 FEET, RUN THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°35'39", A DISTANCE OF 158.68 FEET TO A POINT OF TANGENCY; THENCE S45°05'32"E A DISTANCE OF 542.37 FEET TO THE NORTHWESTERLY MOST CORNER OF LANDS DESCRIBED AS EXHIBIT "B" IN OFFICIAL RECORDS BOOK 5276, PAGE 976, PUBLIC RECORDS LAKE COUNTY, FLORIDA; THENCE THE FOLLOWING THREE (3) COURSES ALONG THE BOUNDARY OF SAID LANDS DESCRIBED AS EXHIBIT "B" IN OFFICIAL RECORDS BOOK 5276, PAGE 976: (1) S49°18'35"W ALONG THE NORTHWEST LINE OF SAID LANDS A DISTANCE OF 25.00 FEET TO THE SOUTHWESTERLY MOST CORNER OF SAID LANDS; (2) S40°41'25"E ALONG THE SOUTHWEST LINE OF SAID LANDS A DISTANCE OF 40.00 FEET TO THE SOUTHEASTERLY MOST CORNER OF SAID LANDS; (3) N49°18'35"E ALONG THE SOUTHEAST LINE OF SAID LANDS A DISTANCE OF 25.02 FEET TO THE NORTHEASTERLY MOST CORNER OF SAID LANDS, ALSO BEING A POINT ON THE WEST RIGHT-OF-WAY LINE OF LAKE BOULEVARD PER "A REPLAT OF EDGEWATER BEACH", RECORDED IN PLAT BOOK 10, PAGE 44, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE THE FOLLOWING TWO (2) COURSES ALONG SAID WEST RIGHT-OF-WAY LINE OF LAKE BOULEVARD: (1) S31°24'39"W A DISTANCE OF 328.14 FEET; (2) S48°56'05"W A DISTANCE OF 104.19 FEET; THENCE THE FOLLOWING THREE (3) COURSES ALONG SAID WEST RIGHT-OF-WAY LINE PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 11070, F.P. NO. 238429 4: (1) S61°12'47"W A DISTANCE OF 366.55 FEET TO A POINT OF CURVATURE ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 180.00 FEET, A CHORD BEARING OF S33°16'54"W, A CHORD DISTANCE OF 168.63 FEET, (2) RUN THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 55°51'45", A DISTANCE OF 175.50 FEET TO A NON-TANGENT POINT; THENCE S21°13'59"W A DISTANCE OF 11.08 FEET TO THE SOUTHEAST CORNER OF LANDS DESCRIBED AS EXHIBIT "A" IN OFFICIAL RECORDS BOOK 5276, PAGE 976, PUBLIC RECORDS LAKE COUNTY, FLORIDA; THENCE THE FOLLOWING THREE (3) COURSES ALONG THE BOUNDARY OF SAID LANDS DESCRIBED AS EXHIBIT "A" IN OFFICIAL RECORDS BOOK 5276, PAGE 976: (1) N02°04'08"E ALONG THE EAST LINE OF SAID LANDS A DISTANCE OF 40.00 FEET TO THE NORTHEAST CORNER OF SAID LANDS; (2) N87°55'49"W ALONG THE NORTH LINE OF SAID LANDS A DISTANCE OF 50.00 FEET TO THE NORTHWEST CORNER OF SAID LANDS; (3) S02°04'08"W ALONG THE WEST LINE OF SAID LANDS

A DISTANCE OF 40.00 FEET TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE THE FOLLOWING THREE (3) COURSES ALONG THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 50 (WEST COLONIAL DRIVE) PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 11070, F.P. NO. 238429 4: (1) N87°55'49"W A DISTANCE OF 0.79 FEET; (2) N84°37'49"W A DISTANCE OF 469.80 FEET; (3) S89°59'09"W A DISTANCE OF 579.04 FEET TO THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3930, PAGE 1298, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE THE FOLLOWING FOUR (4) COURSES ALONG SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3930, PAGE 1298: (1) N00°00'00"W ALONG THE EAST LINE OF SAID LANDS A DISTANCE OF 224.78 FEET TO THE NORTHEAST CORNER OF SAID LANDS; (2) N89°48'40"W ALONG THE NORTH LINE OF SAID LANDS A DISTANCE OF 251.36 FEET; (3) S41°39'24"W ALONG SAID NORTH LINE A DISTANCE OF 17.10 FEET; (4) S00°11'20"W ALONG THE WEST LINE OF SAID LANDS A DISTANCE OF 212.90 FEET TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE THE FOLLOWING SIX (6) COURSES ALONG SAID NORTH RIGHT-OF-WAY LINE OF STATE ROAD 50 (WEST COLONIAL DRIVE): (1) S89°59'09"W A DISTANCE OF 892.74 FEET; (2) S00°00'51"E A DISTANCE OF 17.00 FEET; (3) S89°59'09"W A DISTANCE OF 250.03 FEET; (4) N00°00'51"W A DISTANCE OF 17.00 FEET; (5) S89°59'09"W A DISTANCE OF 1,349.34 FEET; (6) N89°06'32"W A DISTANCE OF 820.80 FEET TO THE WEST LINE OF SAID SECTION 25; THENCE N00°40'13"E ALONG SAID WEST LINE A DISTANCE OF 1,183.68 FEET TO THE POINT OF BEGINNING.

CONTAINS 6,151,000 SQUARE FEET OR 141.208 ACRES MORE OR LESS.

TOGETHER WITH:

COMMENCE AT THE NORTHWEST CORNER SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA; RUN THENCE S89°27'24"E ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 25 A DISTANCE OF 2,690.20 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION 25; THENCE S89°25'47"E ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 25 A DISTANCE OF 50.07 FEET; THENCE N79°05'09"E A DISTANCE OF 434.24 FEET; THENCE N79°00'45"E A DISTANCE OF 556.22 FEET TO A NON-TANGENT POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1861.14 FEET, A CHORD BEARING OF N86°37'49"E, A CHORD DISTANCE OF 284.43 FEET, RUN THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°45'53", A DISTANCE OF 284.70 FEET TO A POINT OF TANGENCY; THENCE S88°59'15"E A DISTANCE OF 67.39 FEET TO A POINT OF CURVATURE ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1045.00 FEET, A CHORD BEARING OF S82°00'43"E, A CHORD DISTANCE OF 253.83 FEET, RUN THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°57'05", A DISTANCE OF 254.46 FEET TO A POINT OF COMPOUND CURVATURE ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1413.77 FEET, A CHORD BEARING OF S65°42'58"E, A CHORD DISTANCE OF 457.92 FEET, RUN THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°38'24", A DISTANCE OF 459.94 FEET TO A NON-TANGENT POINT ON SAID NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 25; THENCE S89°25'47"E ALONG SAID NORTH LINE A DISTANCE OF 65.88 FEET TO A NON-TANGENT POINT ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1378.71 FEET, A CHORD BEARING OF S48°23'22"E, A CHORD DISTANCE OF 158.59 FEET, RUN THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°35'39", A DISTANCE OF 158.68 FEET TO A POINT OF TANGENCY; THENCE S45°05'32"E A DISTANCE OF 542.37 FEET TO THE NORTHWESTERLY MOST CORNER OF LANDS DESCRIBED AS EXHIBIT "B" IN OFFICIAL RECORDS BOOK 5276, PAGE 976, PUBLIC RECORDS LAKE COUNTY, FLORIDA, FOR A POINT OF BEGINNING; THENCE S45°05'32"E A DISTANCE OF 39.15 FEET TO THE WEST RIGHT-OF-WAY LINE OF LAKE BOULEVARD PER "A REPLAT OF EDGEWATER BEACH", RECORDED IN PLAT BOOK 10, PAGE 44, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE S21°24'39"W ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 3.14 FEET TO THE EAST CORNER OF SAID LANDS DESCRIBED AS EXHIBIT "B" IN OFFICIAL RECORDS BOOK 5276, PAGE 976; THENCE N40°42'43"W ALONG THE NORTHEAST LINE OF SAID LANDS A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 60 SQUARE FEET OR 0.001 ACRES MORE OR LESS.

SHEET INDEX

SHEET 1: COVER, DESCRIPTION AND DEDICATION
SHEET 2: KEY MAP AND DETAIL PAGE
SHEETS 3, 4 & 5: LOT DETAIL PAGES
SHEETS 6 - 21: EASEMENT DETAIL PAGES
SHEET 22: NOTES AND VICINITY MAP

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

PLAZA COLLINA DEDICATION

AS TO LOT 1 AS SHOWN HEREON.

KNOW ALL BY THESE PRESENTS, Fifty West Realty, LLC, a Florida limited liability company, being the owner in fee simple of a part of the lands described in the foregoing caption to this plat, does hereby dedicate said lands and plat for the uses and purposes therein expressed and dedicates nothing to the public.

IN WITNESS WHEREOF, The undersigned has here-unto set his hand on this 22 day of Nov, 2021.

OWNER: Fifty West Realty, LLC

By: Thomas Kovatch
Thomas Kovatch, Manager

SIGNED IN THE PRESENCE OF:

Sign ISS DIWUOLIO Sign Kimberly Reynolds
Print Name Print Name

STATE OF FLORIDA, COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 22 day of November, 2021, by Thomas Kovatch, Manager of Fifty West Realty, LLC, who is personally known to me or has produced as identification.

Signature of Notary
David Bornstein
PRINT NAME
My Commission Number: 66163460
My commission expires: 3/16/22

PLAZA COLLINA DEDICATION

AS TO LOT 4 AS SHOWN HEREON.

KNOW ALL BY THESE PRESENTS, Don Mealey Automotive, LLC, a Florida limited liability company, being the owner in fee simple of a part of the lands described in the foregoing caption to this plat, does hereby dedicate said lands and plat for the uses and purposes therein expressed and dedicates nothing to the public.

IN WITNESS WHEREOF, The undersigned has here-unto set his hand on this 19 day of November, 2021.

OWNER: Don Mealey Automotive, LLC

By: Donald C. Mealey
Donald C. Mealey, President

SIGNED IN THE PRESENCE OF:

Sign Edward Amey Sign BEVIN G. WESLEY
Print Name Print Name

STATE OF FLORIDA, COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19 day of November, 2021, by Donald C. Mealey, President of Don Mealey Automotive, LLC, who is personally known to me or has produced as identification.

Signature of Notary
David Bornstein
PRINT NAME
My Commission Number: 66163460
My commission expires: 3/16/22

PLAZA COLLINA DEDICATION

AS TO LIFT STATION TRACTS 1, 2 & 3, AND TRACTS C1, C2, C3, C4, C5, C6, C7, C8, C9, C10, C11, C12, C13 & S1 AS SHOWN HEREON.

KNOW ALL BY THESE PRESENTS, Plaza Collina Common Area Holdings, LLC, a Florida limited liability company, being the owner in fee simple of a part of the lands described in the foregoing caption to this plat, does hereby dedicate said lands and plat for the uses and purposes therein expressed and dedicates nothing to the public.

IN WITNESS WHEREOF, The undersigned has here-unto set his hand on this 21 day of September, 2021.

OWNER: Plaza Collina Common Area Holdings, LLC

By: Andrew S. Dubill
Owner

SIGNED IN THE PRESENCE OF:

Sign David Bornstein Sign Nancy Matison
Print Name Print Name

STATE OF FLORIDA, COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21 day of Sept, 2021, by Andrew Dubill, who is personally known to me or has produced as identification.

Signature of Notary
Connie Cummins
PRINT NAME
My Commission Number:
My commission expires:

PLAZA COLLINA DEDICATION

AS TO LOTS 5 & 6 AS SHOWN HEREON.

KNOW ALL BY THESE PRESENTS, Hyundai of Central Florida, LLC, a Florida limited liability company, being the owner in fee simple of a part of the lands described in the foregoing caption to this plat, does hereby dedicate said lands and plat for the uses and purposes therein expressed and dedicates nothing to the public.

IN WITNESS WHEREOF, The undersigned has here-unto set his hand on this 7 day of December, 2021.

OWNER: Hyundai of Central Florida, LLC

By: Gerald L. Mullinax
Gerald L. Mullinax, Manager

SIGNED IN THE PRESENCE OF:

Sign JOSEPH H. O'BEARIN Sign STEWART FRANKS
Print Name Print Name

STATE OF FLORIDA, COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7 day of December, 2021, by Gerald L. Mullinax, Manager of Hyundai of Central Florida, LLC, a Florida limited liability company, who is personally known to me or has produced as identification.

Signature of Notary
David Bornstein
PRINT NAME
My Commission Number: 66163460
My commission expires: 3/16/22

PLAT BOOK 76 PAGE 53

PLAZA COLLINA DEDICATION

AS TO LOTS 2, 7, 8, 9, 10, 11, & 12, AS SHOWN HEREON.

KNOW ALL BY THESE PRESENTS, Plaza Collina, being the owner in fee simple of a part of the lands described in the foregoing caption to this plat, does hereby dedicate said lands and plat for the uses and purposes therein expressed and dedicates nothing to the public.

IN WITNESS WHEREOF, The undersigned has here-unto set his hand on this 21 day of September, 2021.

OWNER: Plaza Collina (Orlando) ASL VI, L.L.P.

By: Avanti Properties Group II, L.L.P.

By: Avanti Management Corporation

By: Andrew Dubill
Andrew Dubill, Executive Vice President

SIGNED IN THE PRESENCE OF:

Sign David Bornstein Sign Nancy Matison
Print Name Print Name

STATE OF FLORIDA, COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21 day of Sept, 2021, by Andrew Dubill, Executive Vice President of Avanti Management Corporation, on behalf of Avanti Properties Group II, L.L.P., on behalf of Plaza Collina (Orlando) ASL VI, L.L.P., who is personally known to me or has produced as identification.

Signature of Notary
Connie Cummins
PRINT NAME
My Commission Number:
My commission expires:

QUALIFICATION STATEMENT OF SURVEYOR AND MAPPER

KNOW ALL BY THESE PRESENTS, That the undersigned, being a professional surveyor and mapper that has prepared the foregoing plat was made under my direction and supervision and that the plat complies with all of the survey requirements of Chapter 177, Part 1, Plating, Florida Statutes, and that said land is located in the City of Clermont, Lake County, Florida.

Dated: 8/31/21

Registration Number: LB #4475

Attest: Ronald K. Smith
RONALD K. SMITH, PSM #5797
Accuright Surveys of Orlando, Inc.
2012 East Robinson Street
Orlando, Florida 32803

Signature of Notary
Connie Cummins
PRINT NAME
My Commission Number:
My commission expires:

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, that this plat was reviewed in accordance with Section 177.081, Florida Statutes and presented to the CITY COUNCIL of Clermont, Lake County, Florida and approved by said CITY COUNCIL of Clermont for record on the 14 day of Sept, 2021 provided that this plat is recorded in the office of the Clerk of the Circuit Court of Lake County, Florida within 365 days from the date of approval by said City of Clermont, Florida

Attest: Tracy A. House
City Clerk
Print Name

City of Clermont:
Mayor
Print Name

Attest: Tim Murphy
City of Clermont:
Print Name

CERTIFICATE OF REVIEW BY PROFESSIONAL SURVEYOR AND MAPPER

Pursuant to Section 177.081 Florida Statutes, I have reviewed this plat for conformity to Chapter 177, Part 1, Plating, Florida Statutes, and find said plat complies with the technical requirement 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.

Signature of Notary
JENNINGS E. GRIFFIN
PRINT NAME
My Commission Number:
My commission expires:

Signature of Notary
JENNINGS E. GRIFFIN
PRINT NAME
My Commission Number:
My commission expires:

CERTIFICATE OF CLERK

I, HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes and was filed for record on File No. _____

Clerk of the Circuit Court
In and for Lake County, Florida

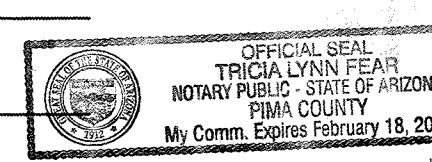
NOT REQUIRED

SHEET 1 OF 22



ACCURIGHT SURVEYS OF ORLANDO INC., LB 4475
2012 E. Robinson Street, Orlando, Florida 32803
www.AccurightSurveys.net
ACCU@AccurightSurveys.net
PHONE: (407) 894-6314

Signature of Notary
Theresa Fear
PRINT NAME
My Commission Number: 5102409
My commission expires: FEB 18, 2022





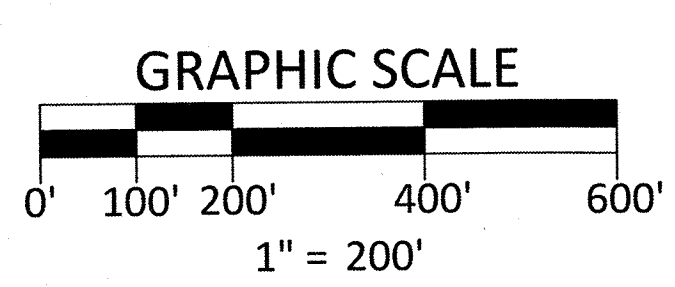
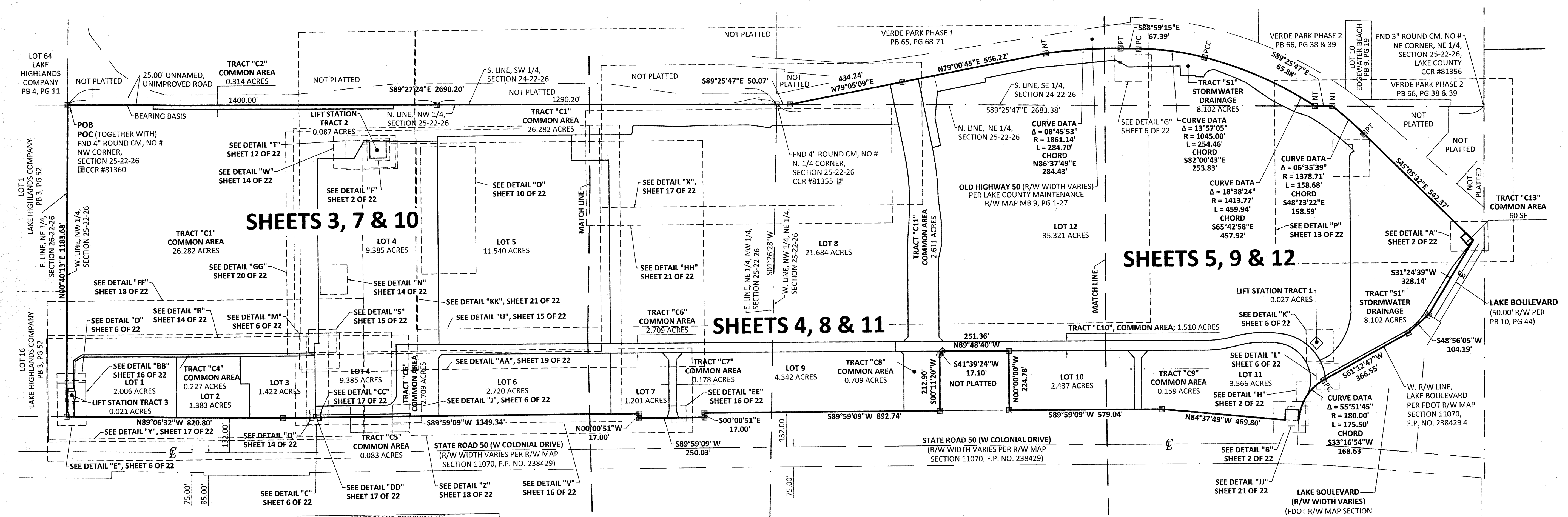
ACCURIGHT SURVEYS OF ORLANDO, INC., LB 4475
2012 E. Robinson Street, Orlando, Florida 32803
www.AccurightSurveys.net
ACCU@AccurightSurveys.net
PHONE: (407) 894-6314

PLAZA COLLINA

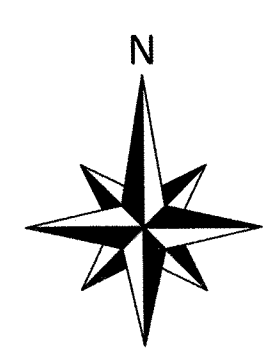
PLAT BOOK 76 PAGE 54

A REPLAT OF A PORTION OF LOTS 3 THROUGH 14 AND VACATED UNNAMED ROAD ON EAST, LAKE HIGHLANDS COMPANY, PLAT BOOK 3, PAGE 50, AND A PORTION OF NORTHEAST 1/4 OF THE NORTHEAST 1/4 SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST AND EAST 1/2 OF SOUTH 3/4 OF SOUTH 1/2 OF SOUTHEAST 1/4, SECTION 24, TOWNSHIP 22 SOUTH, RANGE 26 EAST, REPLAT OF A PART OF A REPLAT OF PART OF EDGEWATER BEACH, PLAT BOOK 10, PAGE 44, ALL OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, ALL LYING IN SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 22 SOUTH, RANGE 26 EAST, AND NORTH 1/2 OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA

KEY MAP

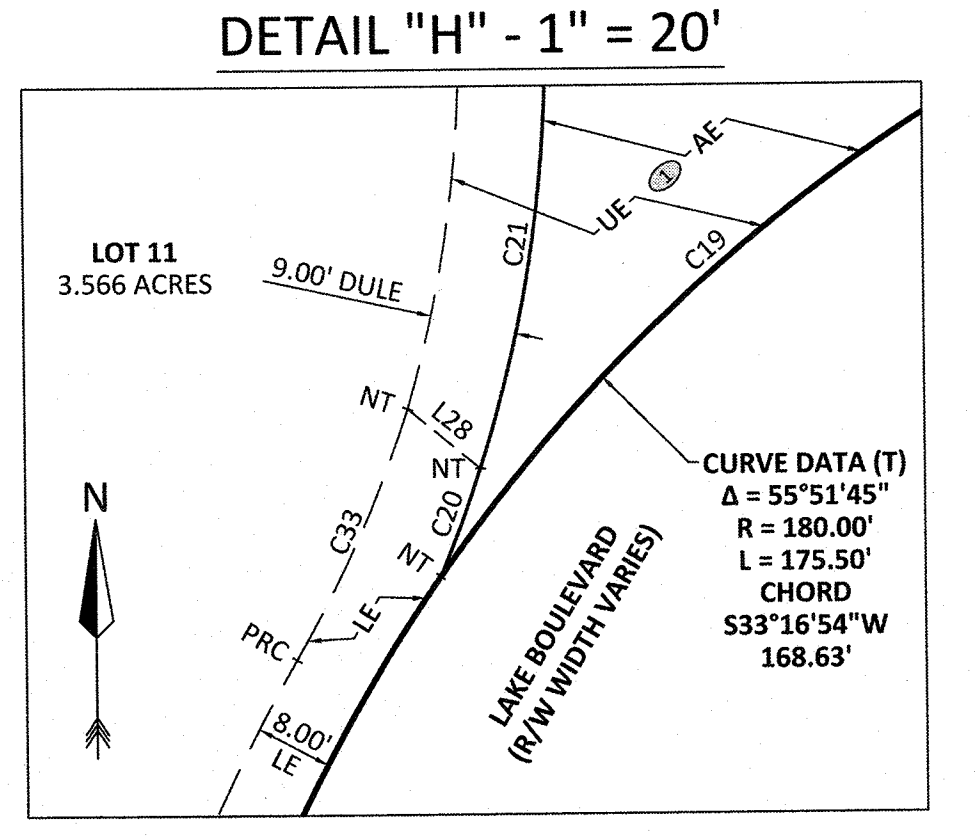
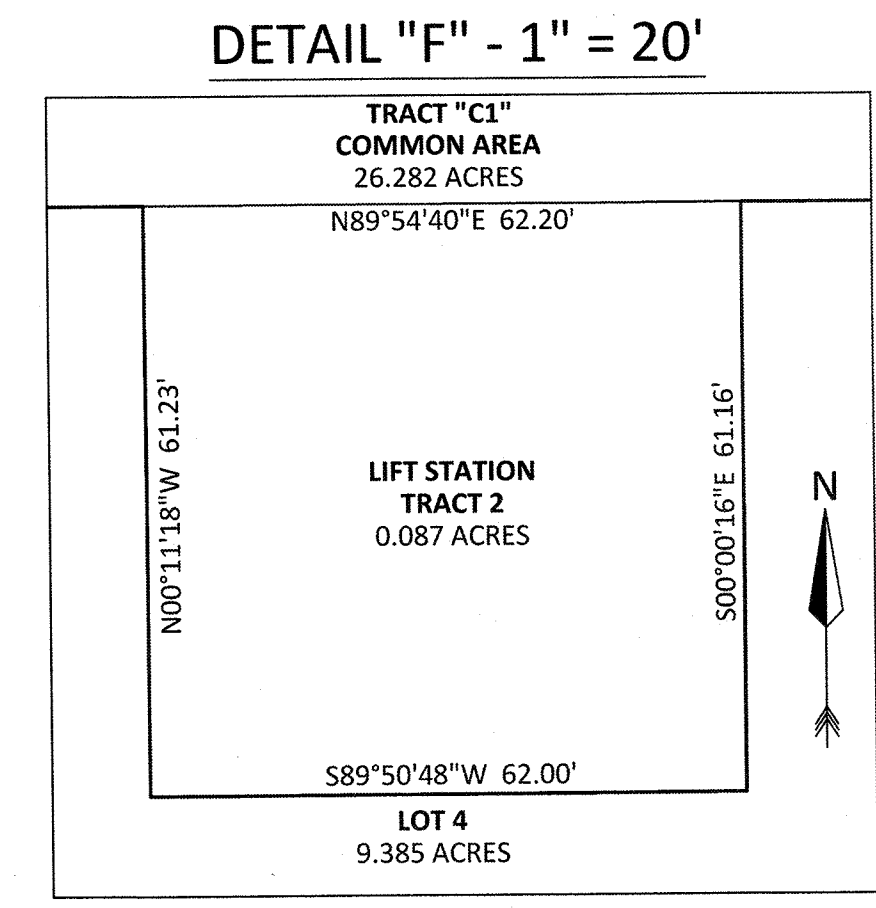
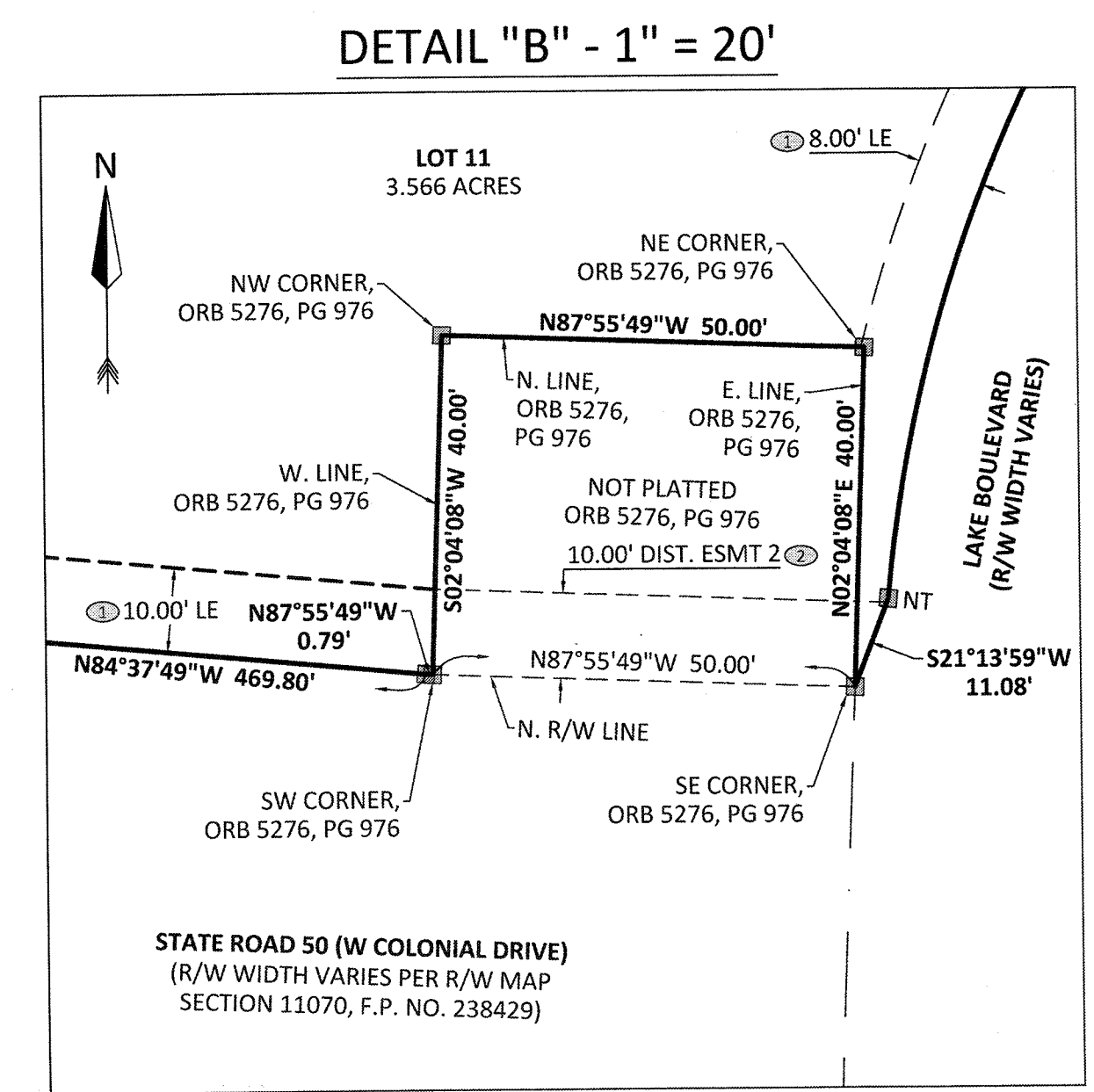
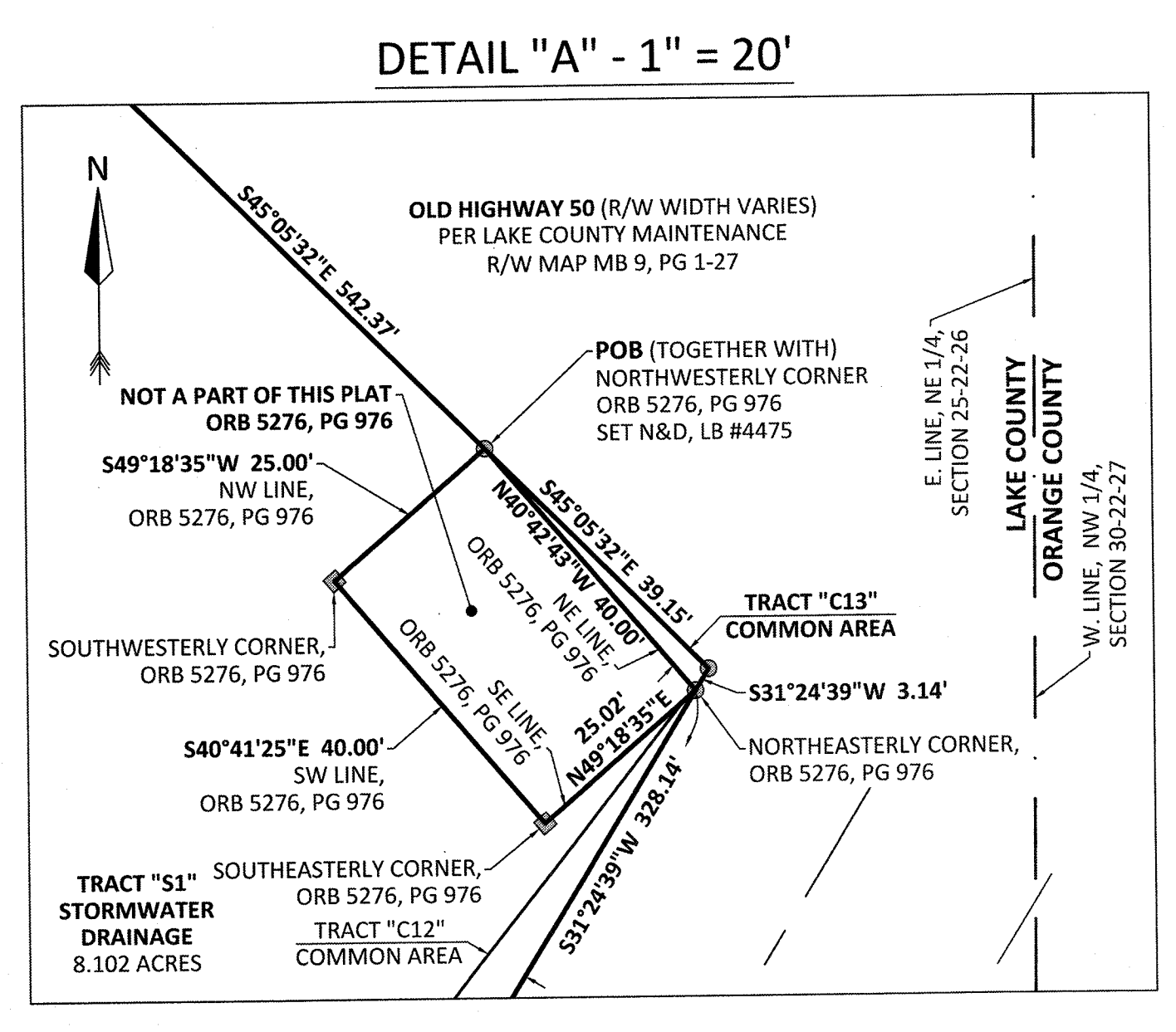


STATE PLANE COORDINATES		
POINT NUMBER	NORTHING	EASTING
1	N=1533250.9966	E=439766.8971
2	N=1533225.4830	E=442456.9735



LEGEND

- AE - ACCESS EASEMENT
- CCR - CERTIFIED CORNER RECORD
- CM - CONCRETE MONUMENT
- DE - DRAINAGE EASEMENT
- DIST. ESMT - DISTRIBUTION EASEMENT
- DULE - DRAINAGE, UTILITY, & LANDSCAPE EASEMENT
- ESMT - EASEMENT IDENTIFIER NUMBER
- FND - FOUND
- LB - LICENSED BUSINESS
- LE - LANDSCAPE EASEMENT
- N&D - NAIL & DISK
- NT - NON-TANGENT
- ORB - OFFICIAL RECORDS BOOK
- PB - PLAT BOOK
- PC - POINT OF CURVATURE
- PCC - POINT OF COMPOUND CURVATURE
- PG - PAGE
- POB - POINT OF BEGINNING
- POC - POINT OF COMMENCEMENT
- PRC - POINT OF REVERSE CURVATURE
- PRM - PERMANENT REFERENCE MONUMENT
- PSM - PROFESSIONAL SURVEYOR & MAPPER
- PT - POINT OF TANGENCY
- R/W - RIGHT-OF-WAY
- RWE - RETAINING WALL EASEMENT
- T - TOTAL
- 1 - A 4"x4" CONCRETE MONUMENT WITH A DISC MARKED "PRM LB 4475", UNLESS OTHERWISE NOTED.
- 2 - A NAIL WITH A DISC WITH MARKED "PRM LB 4475", UNLESS OTHERWISE NOTED.



1 - DENOTES EASEMENTS CREATED BY OFFICIAL RECORDS BOOK 4681, PAGE 1760, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AS AMENDED.

2 - DENOTES DISTRIBUTION EASEMENT CREATED BY OFFICIAL RECORDS BOOK 4334, PAGE 544, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

LINE CHART		CURVE CHART		CHORD	
NO.	CENTRAL ANGLE	RADIUS	ARC LENGTH	BEARING	CHORD DISTANCE
C19	25°56'49"	180.00'	81.51'	S48°14'23"W	80.82'
C20	05°06'51"	133.51'	11.92'	N20°27'39"E	11.91'
C21	100°20'52"	142.00'	248.70'	N32°01'58"W	218.11'
C23	12°17'28"	133.00'	28.53'	S24°20'03"W	28.48'



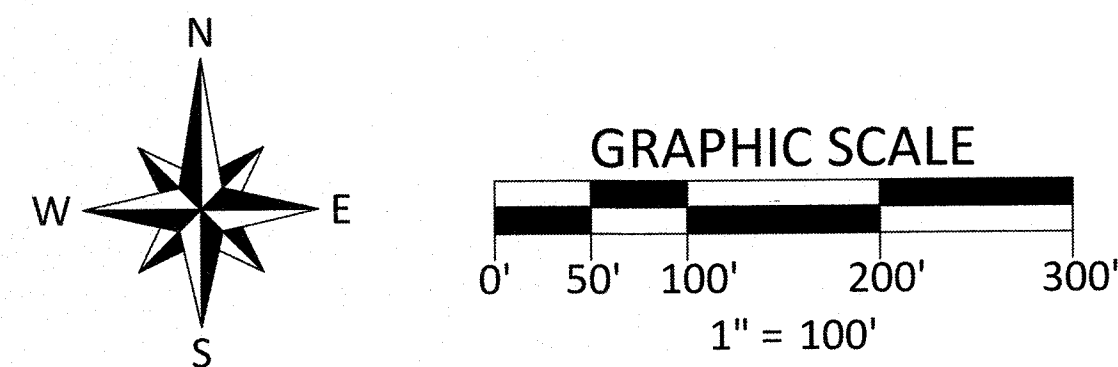
ACCURIGHT SURVEYS OF ORLANDO INC., LB 4475
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PHONE: (407) 894-6314

PLAZA COLLINA

PLAT BOOK **76** PAGE **55**

A REPLAT OF A PORTION OF LOTS 3 THROUGH 14 AND VACATED UNNAMED ROAD ON EAST, LAKE HIGHLANDS COMPANY, PLAT BOOK 3, PAGE 50, AND A PORTION OF NORTHEAST 1/4 OF THE NORTHEAST 1/4 SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST AND EAST 1/2 OF SOUTH 3/4 OF SOUTH 1/2 OF SOUTHEAST 1/4, SECTION 24, TOWNSHIP 22 SOUTH, RANGE 26 EAST, REPLAT OF A PART OF A REPLAT OF PART OF EDGEWATER BEACH, PLAT BOOK 10, PAGE 44, ALL OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, ALL LYING IN SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 22 SOUTH, RANGE 26 EAST, AND NORTH 1/2 OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA

LOT DETAIL PAGE



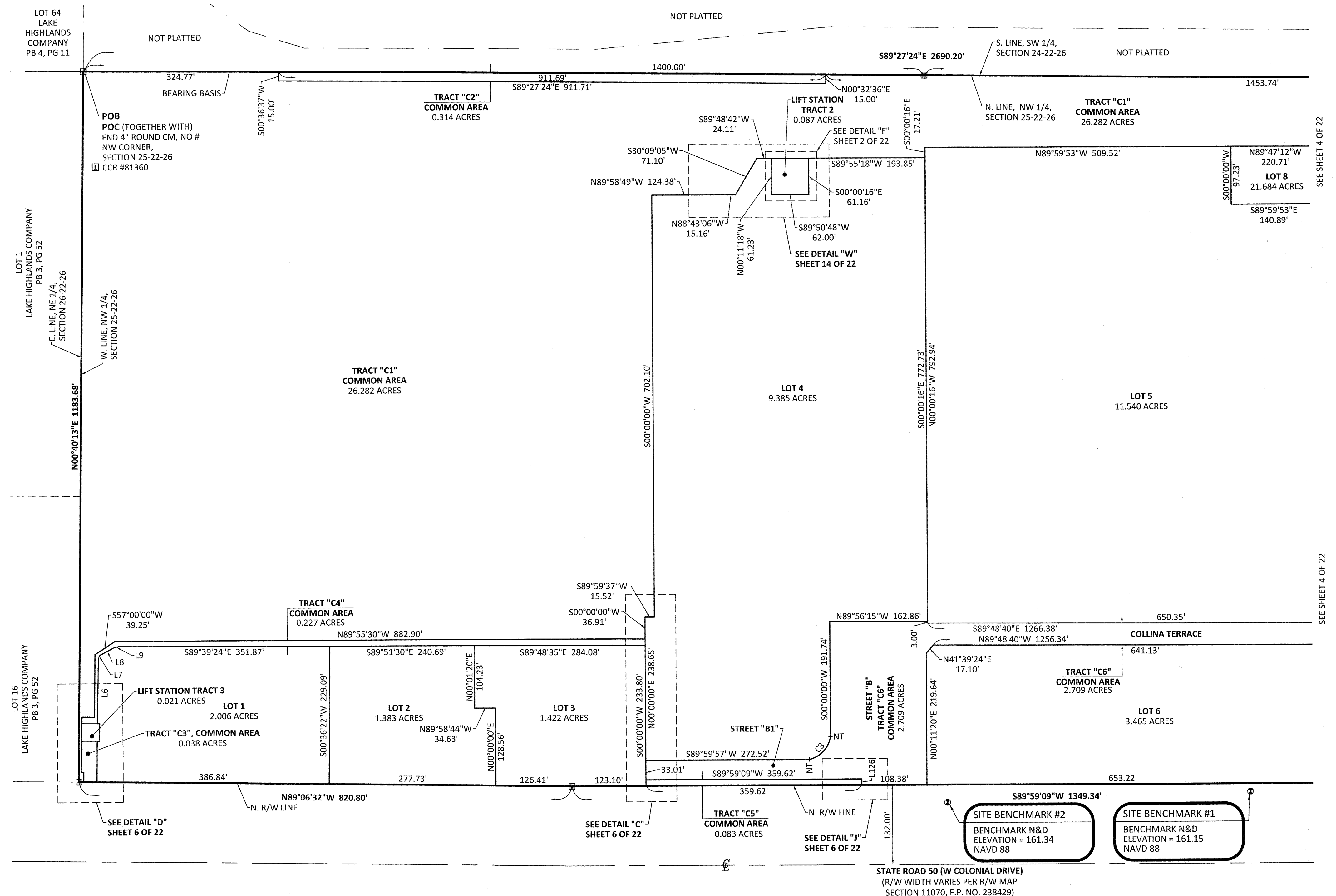
LINE CHART

L6	N01°14'43"E	104.82'
L7	N35°58'50"E	5.40'
L8	N62°10'13"E	26.93'
L9	N78°40'48"E	6.62'
L126	N00°00'51"W	10.00'

NO.	CENTRAL ANGLE	RADIUS	CHORD	CHORD BEARING	CHORD DISTANCE
C3	68°51'06"	46.05'	55.33'	S43°08'12"W	52.06'

LEGEND

- AE - ACCESS EASEMENT
- CCR - CERTIFIED CORNER RECORD
- C - CENTERLINE SYMBOL
- CM - CONCRETE MONUMENT
- DE - DRAINAGE EASEMENT
- DIST. ESMT - DISTRIBUTION EASEMENT
- DULE - DRAINAGE, UTILITY, & LANDSCAPE EASEMENT
- E - EASEMENT IDENTIFIER NUMBER
- ESMT - EASEMENT
- FND - FOUND
- LB - LICENSED BUSINESS
- LE - LANDSCAPE EASEMENT
- N&D - NAIL & DISK
- NT - NON-TANGENT
- ORB - OFFICIAL RECORDS BOOK
- PB - PLAT BOOK
- PC - POINT OF CURVATURE
- PCC - POINT OF COMPOUND CURVATURE
- PG - PAGE
- POB - POINT OF BEGINNING
- POC - POINT OF COMMENCEMENT
- PRC - POINT OF REVERSE CURVATURE
- PRM - PERMANENT REFERENCE MONUMENT
- PSM - PROFESSIONAL SURVEYOR & MAPPER
- PT - POINT OF TANGENCY
- R/W - RIGHT-OF-WAY
- RWE - RETAINING WALL EASEMENT
- T - TOTAL
- (T) - A 4"x4" CONCRETE MONUMENT WITH A DISC
- MARKED "PRM LB 4475", UNLESS OTHERWISE NOTED.
- ⊙ - A NAIL WITH A DISC WITH MARKED "PRM LB 4475", UNLESS OTHERWISE NOTED.



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ACCURIGHT SURVEYS OF ORLANDO INC., LB 4475
2012 E. Robinson Street, Orlando, Florida 32803
www.AccurightSurveys.net
ACCU@AccurightSurveys.net
PHONE: (407) 894-6314

PLAZA COLLINA

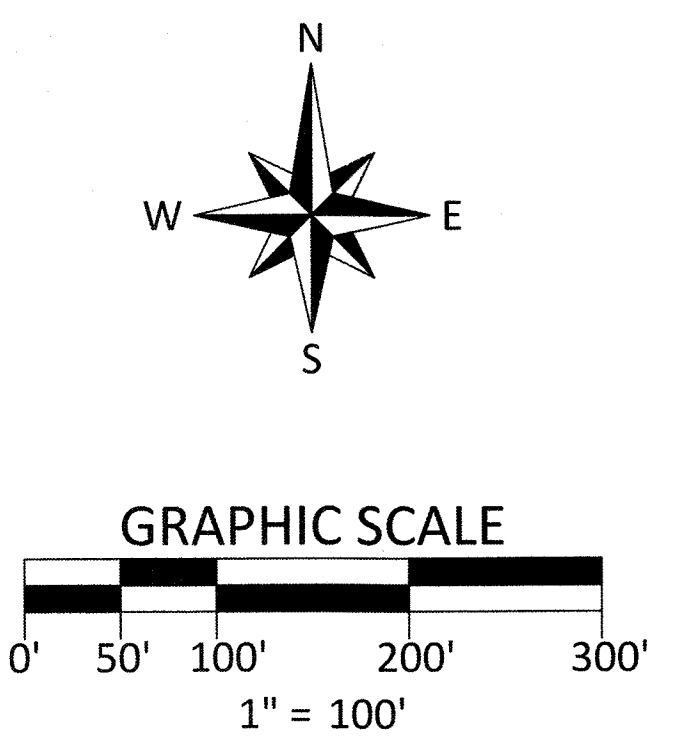
PLAT BOOK 76 PAGE 56

A REPLAT OF A PORTION OF LOTS 3 THROUGH 14 AND VACATED UNNAMED ROAD ON EAST, LAKE HIGHLANDS COMPANY, PLAT BOOK 3, PAGE 50, AND A PORTION OF NORTHEAST 1/4 OF THE NORTHEAST 1/4 SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST AND EAST 1/2 OF SOUTH 3/4 OF SOUTH 1/2 OF SOUTHEAST 1/4, SECTION 24, TOWNSHIP 22 SOUTH, RANGE 26 EAST, REPLAT OF A PART OF A REPLAT OF PART OF EDGEWATER BEACH, PLAT BOOK 10, PAGE 44, ALL OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, ALL LYING IN SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 22 SOUTH, RANGE 26 EAST, AND NORTH 1/2 OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA

LOT DETAIL PAGE

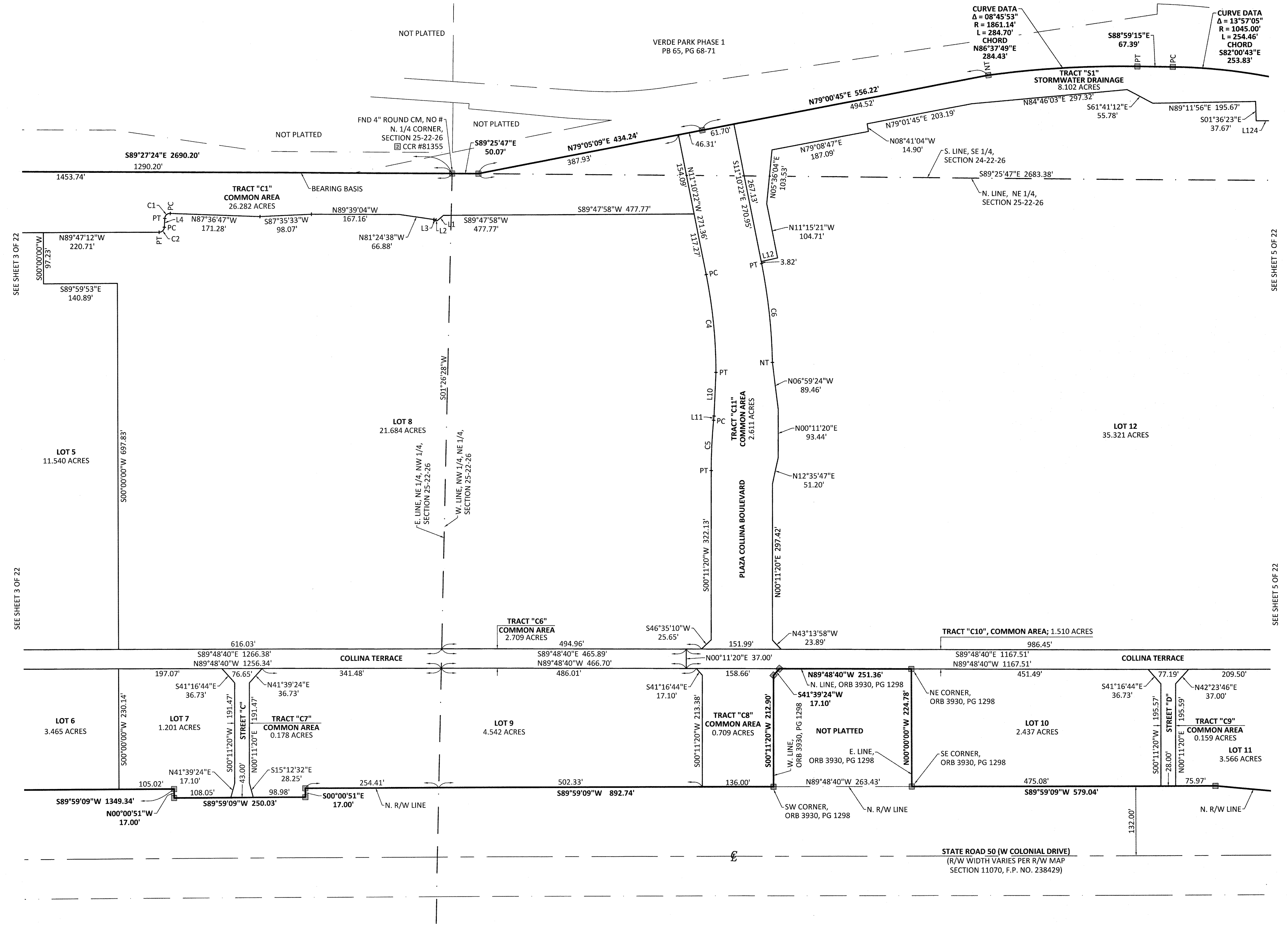
LINE CHART					
L1	S49°13'17"W	15.06'			
L2	N68°52'32"W	3.63'			
L3	N77°11'41"W	3.63'			
L4	S03°08'29"W	16.70'			
L10	S02°40'10"W	83.45'			
L11	S05°54'55"W	8.05'			
L12	N77°25'02"E	32.00'			
L124	N89°49'50"E	56.05'			

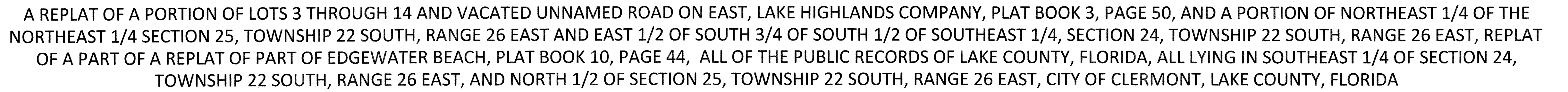
CURVE CHART					
NO.	CENTRAL ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	89°14'45"	10.00'	15.58'	S47°45'51"W	14.05'
C2	87°04'19"	10.00'	15.20'	S46°40'39"W	13.78'
C4	11°21'23"	946.00'	187.50'	S05°29'40"E	187.20'
C5	05°26'54"	1015.00'	96.52'	S02°54'47"W	96.48'
C6	10°18'06"	1054.00'	189.51'	N06°01'18"W	189.25'



LEGEND

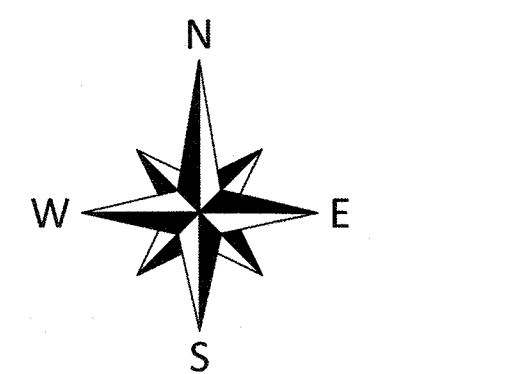
- AE - ACCESS EASEMENT
- CCR - CERTIFIED CORNER RECORD
- CS - CENTERLINE SYMBOL
- CM - CONCRETE MONUMENT
- DE - DRAINAGE EASEMENT
- DIST. ESMT - DISTRIBUTION EASEMENT
- DULE - DRAINAGE, UTILITY, & LANDSCAPE EASEMENT
- ESMT - EASEMENT IDENTIFIER NUMBER
- ESMT - EASEMENT
- FND - FOUND
- LB - LICENSED BUSINESS
- LE - LANDSCAPE EASEMENT
- N&D - NAIL & DISK
- NT - NON-TANGENT
- ORB - OFFICIAL RECORDS BOOK
- PB - PLAT BOOK
- PC - POINT OF CURVATURE
- PCC - POINT OF COMPOUND CURVATURE
- PG - PAGE
- POB - POINT OF BEGINNING
- POC - POINT OF COMMENCEMENT
- PRC - POINT OF REVERSE CURVATURE
- PRM - PERMANENT REFERENCE MONUMENT
- PSM - PROFESSIONAL SURVEYOR & MAPPER
- PT - POINT OF TANGENCY
- R/W - RIGHT-OF-WAY
- RWE - RETAINING WALL EASEMENT
- (T) - TOTAL
- - A 4"x4" CONCRETE MONUMENT WITH A DISC MARKED "PRM LB 4475", UNLESS OTHERWISE NOTED.
- - A NAIL WITH A DISC WITH MARKED "PRM LB 4475", UNLESS OTHERWISE NOTED.





LINE CHART
L13 S63°56'15"W 38.39'
L124 N89°49'50"E 56.05'
L125 S29°27'06"E 6.10'

	CURVE		CHART		CHORD	CHORD
NO.	CENTRAL ANGLE	RADIUS	ARC LENGTH	BEARING	BEARING	DISTANCE
C7	87°16'18"	38.72	58.98	N60°57'22"E		53.44'
C8	05°48'09"	1056.84	107.03	S62°42'38"E		106.98'
C9	13°04'44"	907.37	207.12	S51°44'44"E		206.67'
C10	83°39'42"	25.86	37.77	S30°31'01"W		34.50'
C11	46°04'25"	237.07	190.64	S27°21'33"W		185.54'
C12	52°58'15"	193.00	178.43	N53°47'09"W		172.14'
C13	24°21'28"	439.22	126.87	S87°33'00"W		185.32'
C14	14°48'29"	463.50	119.79	S82°47'05"W		119.46'
C15	29°18'52"	187.99	96.18	S46°31'08"W		95.13'
C16	18°33'14"	193.00	62.50	N18°01'14"E		62.23'
C17	03°29'23"	193.00	11.75	N07°00'05"W		11.75'
C18	75°00'52"	126.23	249.45	S42°45'58"E		235.02'
C19	25°56'49"	180.00	81.51	S48°14'23"W		80.82'
C20	05°06'51"	133.51	11.92	N02°07'23"E		11.91'
C21	100°20'52"	142.00	248.70	N32°01'58"W		218.11'
C22	22°25'20"	402.22	157.41	S86°34'56"W		156.40'
C23	14°48'31"	500.50	129.36	S82°47'40"W		129.00'
C26	29°54'56"	180.00	93.98	S48°18'04"W		92.92'

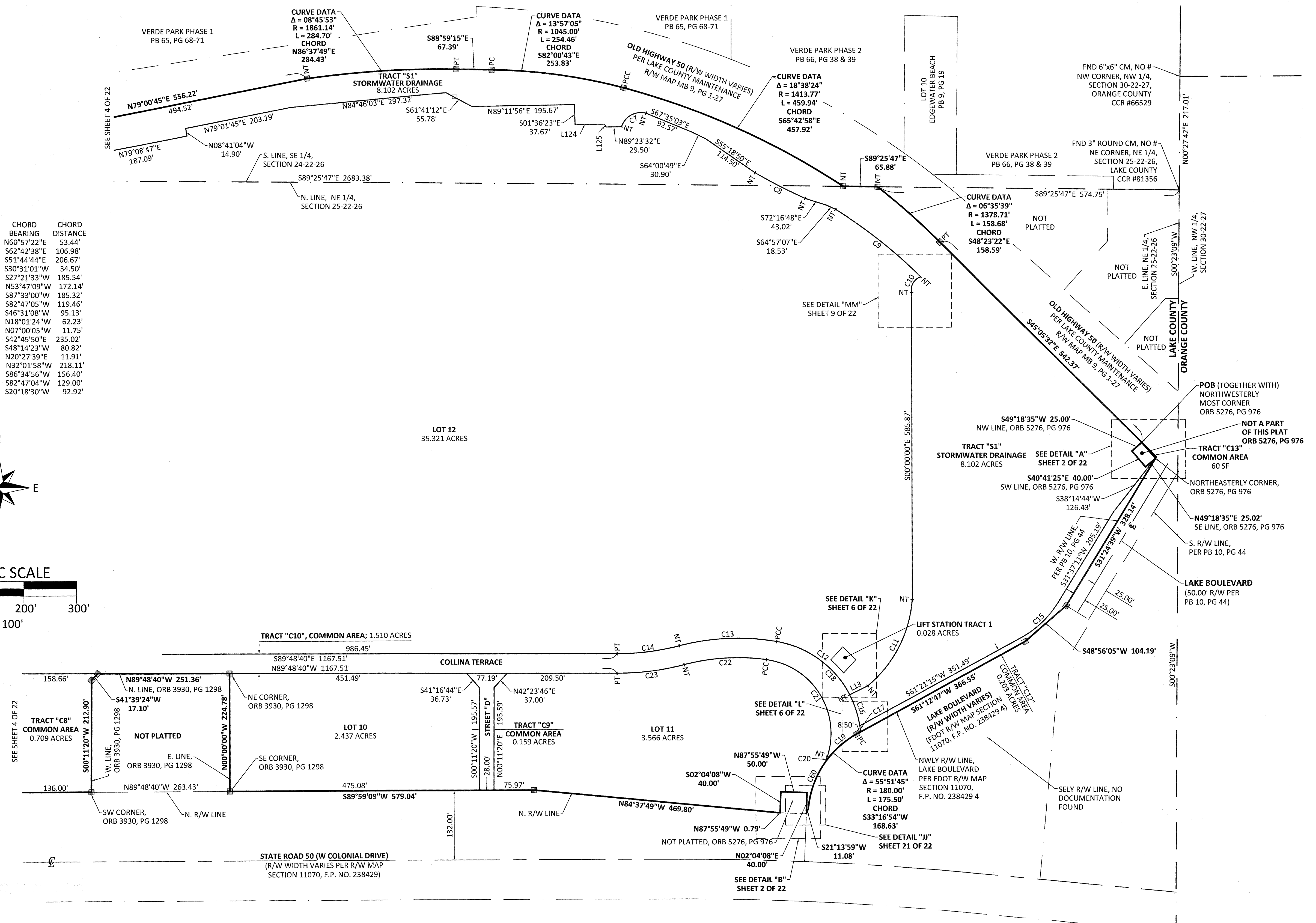


GRAPHIC SCALE

A horizontal scale bar with alternating black and white segments. The segments are labeled 50', 100', 200', and 300' from left to right. Below the bar, the text "1" = 100'" is written.

LEGEND

- AE - ACCESS EASEMENT
- CCR - CERTIFIED CORNER RECORD
- Ⓒ - CENTERLINE SYMBOL
- CM - CONCRETE MONUMENT
- DE - DRAINAGE EASEMENT
- DIST. ESMT - DISTRIBUTION EASEMENT
- DULE - DRAINAGE, UTILITY,
& LANDSCAPE EASEMENT
- ESMT - EASEMENT IDENTIFIER NUMBER
- ESMT - EASEMENT
- FND - FOUND
- LB - LICENSED BUSINESS
- LE - LANDSCAPE EASEMENT
- N&D - NAIL & DISK
- NT - NON-TANGENT
- ORB - OFFICIAL RECORDS BOOK
- PB - PLAT BOOK
- PC - POINT OF CURVATURE
- PC - POINT OF COMPOUND CURVATURE
- PG - PAGE
- POB - POINT OF BEGINNING
- POC - POINT OF COMMENCEMENT
- PRC - POINT OF REVERSE CURVATURE
- PRM - PERMANENT REFERENCE MONUMENT
- PSM - PROFESSIONAL SURVEYOR & MAPPER
- PT - POINT OF TANGENCY
- R/W - RIGHT-OF-WAY
- RWE - RETAINING WALL EASEMENT
- (T) - TOTAL
- A "4" CONCRETE MONUMENT WITH A DISC
MARKED "PRM LB 4475", UNLESS OTHERWISE NOTED.
- ⊙ - A NAIL WITH A DISC WITH MARKED "PRM LB
4475", UNLESS OTHERWISE NOTED.



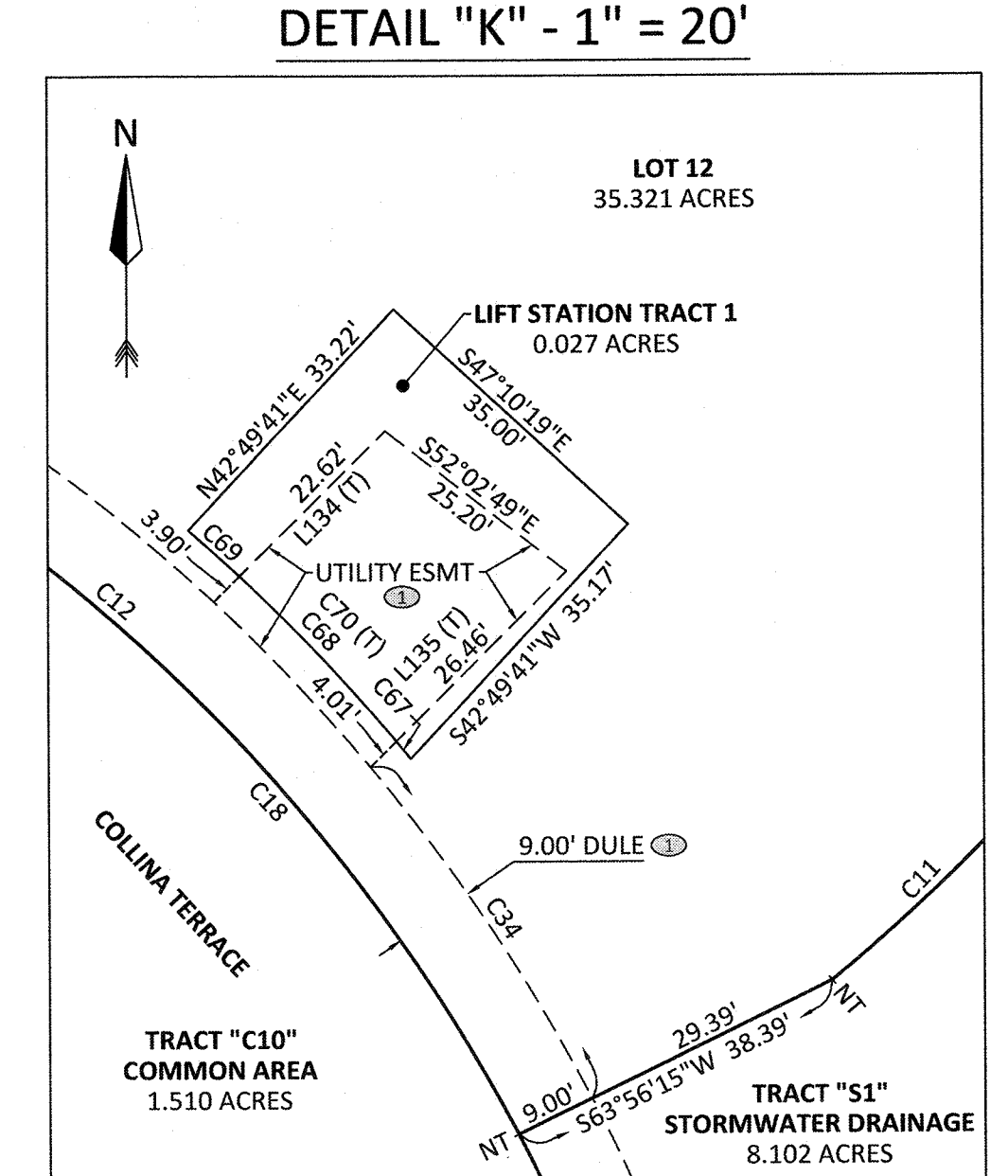
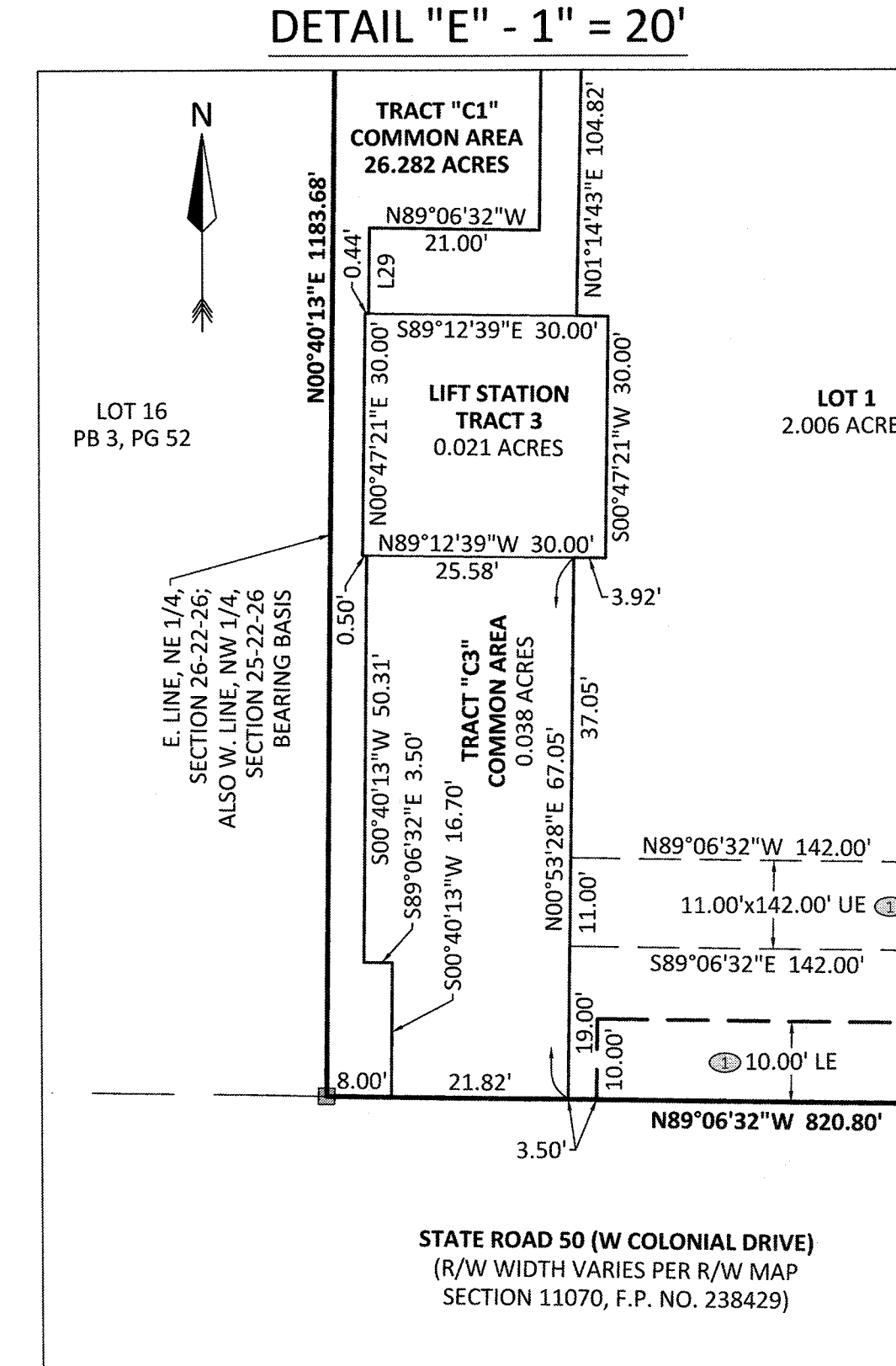
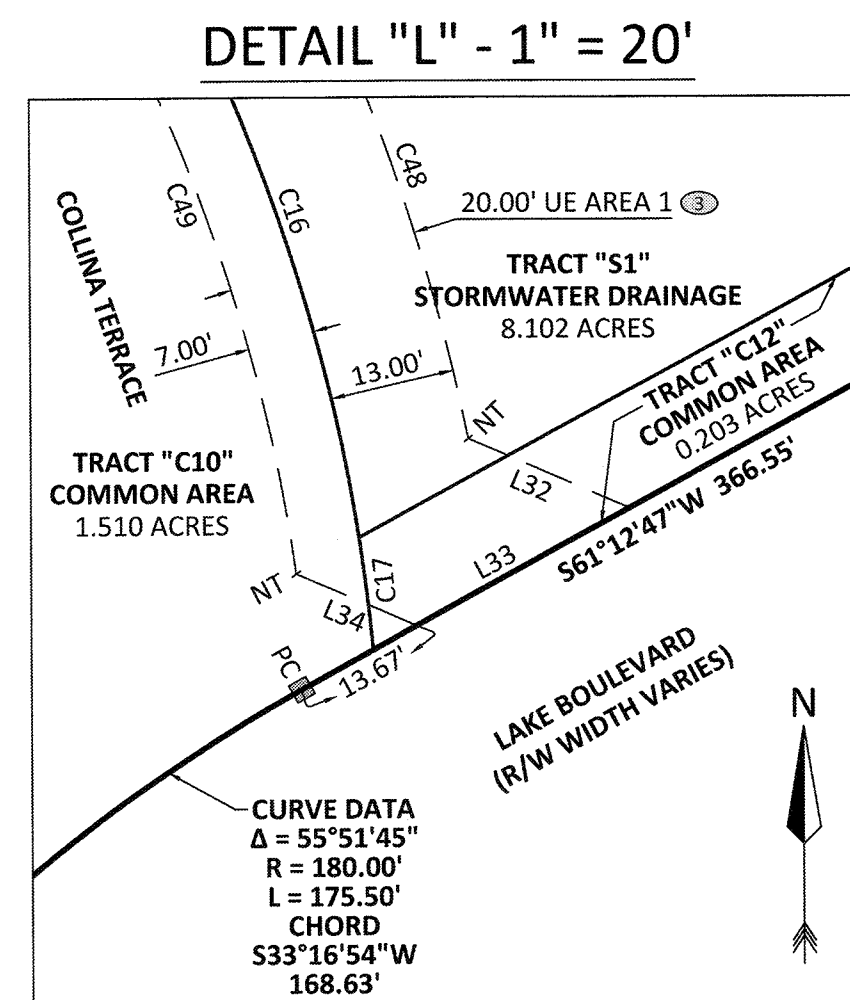
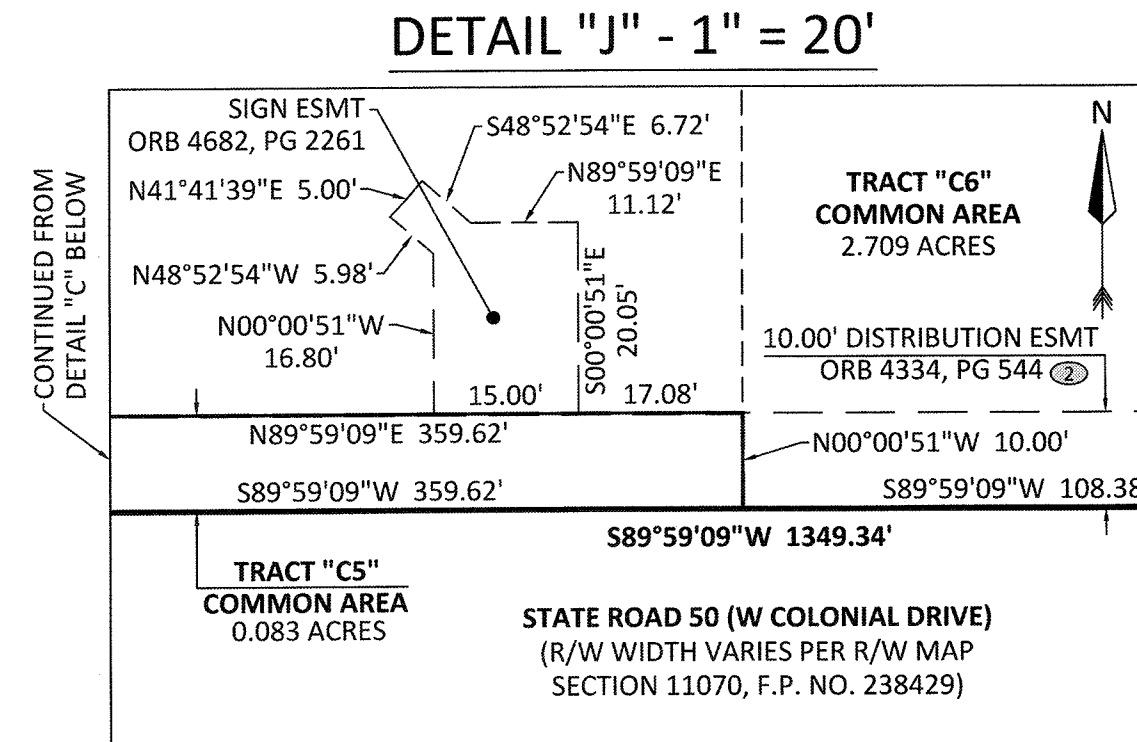
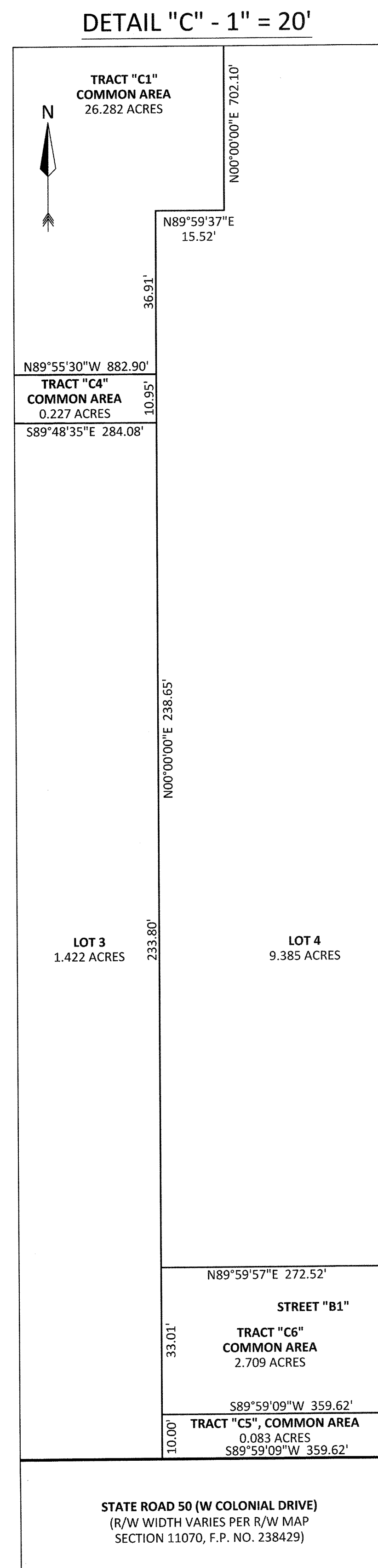
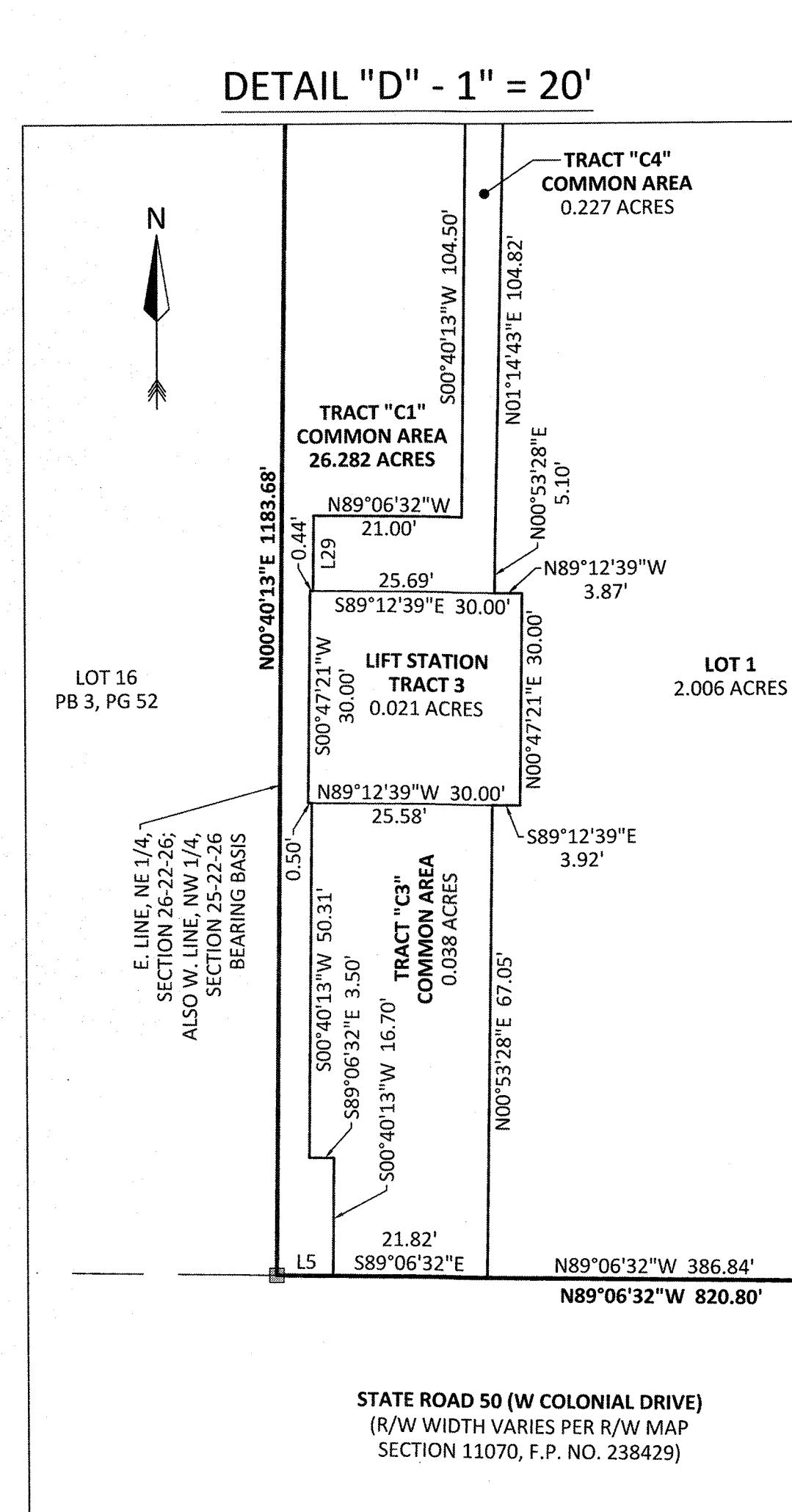


PLAZA COLLINA

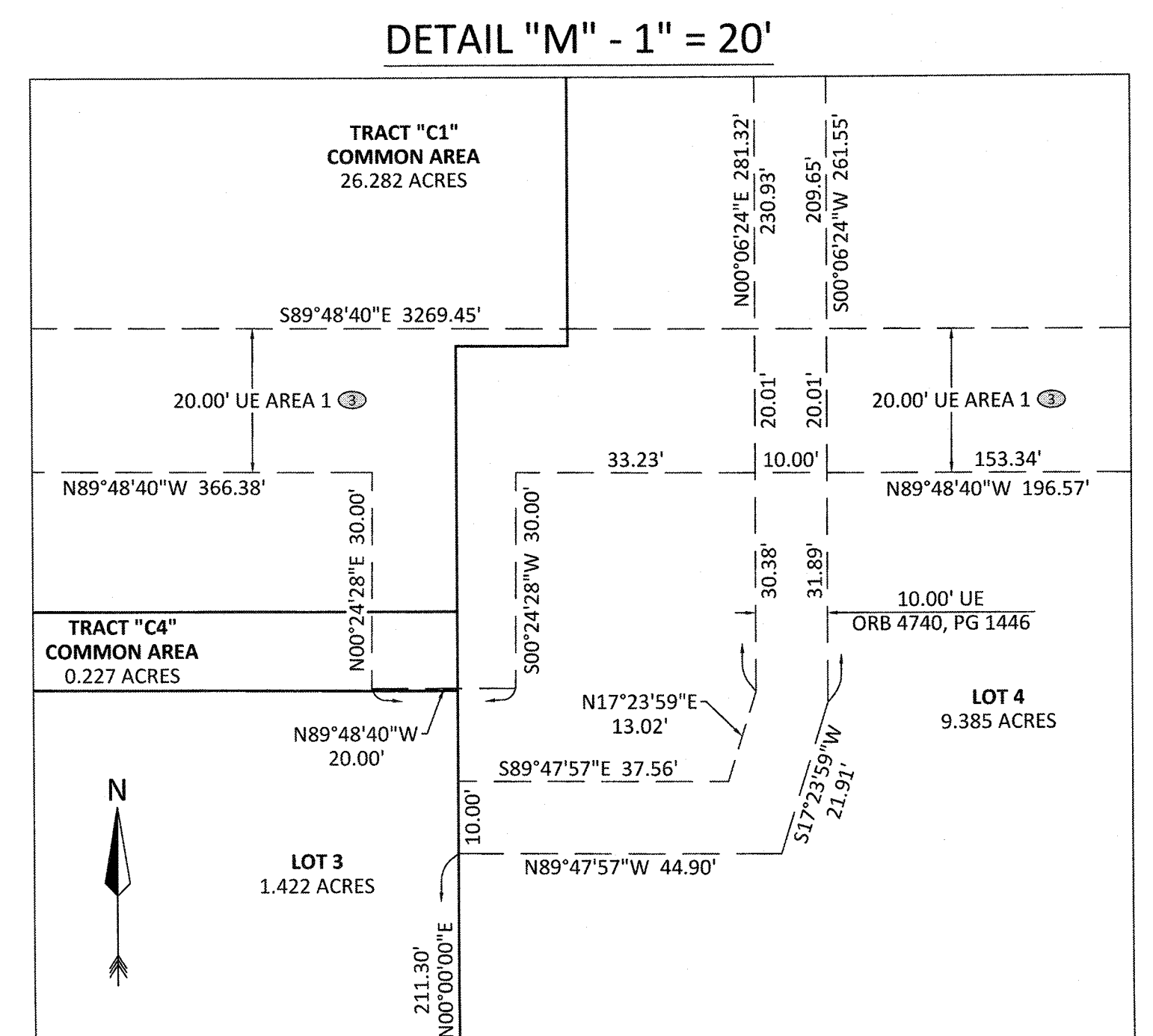
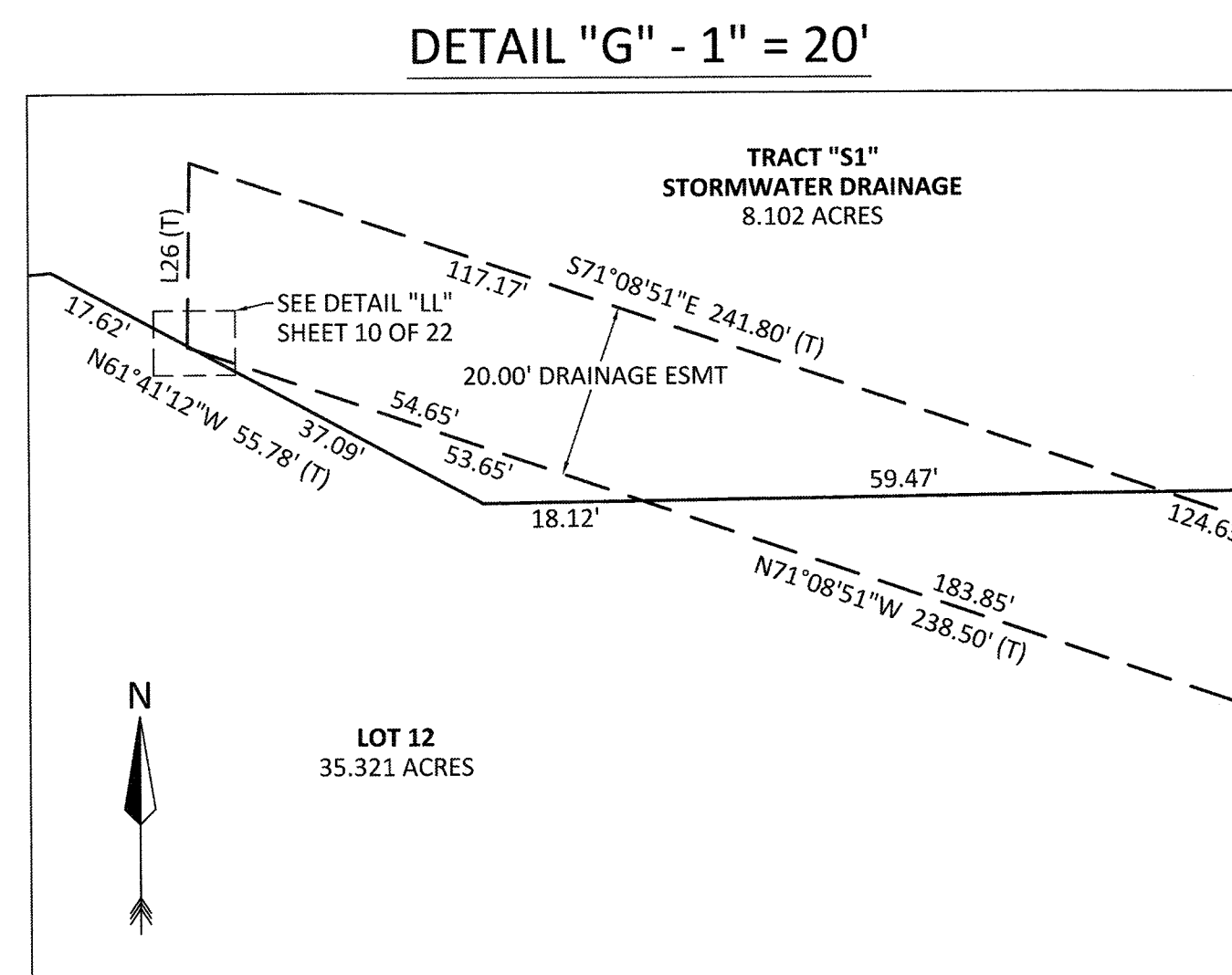
PLAT BOOK 76 PAGE 58

A REPLAT OF A PORTION OF LOTS 3 THROUGH 14 AND VACATED UNNAMED ROAD ON EAST, LAKE HIGHLANDS COMPANY, PLAT BOOK 3, PAGE 50, AND A PORTION OF NORTHEAST 1/4 OF THE NORTHEAST 1/4 SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST AND EAST 1/2 OF SOUTH 3/4 OF SOUTH 1/2 OF SOUTHEAST 1/4, SECTION 24, TOWNSHIP 22 SOUTH, RANGE 26 EAST, REPLAT OF A PART OF A REPLAT OF PART OF EDGEWATER BEACH, PLAT BOOK 10, PAGE 44, ALL OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, ALL LYING IN SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 22 SOUTH, RANGE 26 EAST, AND NORTH 1/2 OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA

LOT AND EASEMENT DETAIL PAGE



Ⓢ - DENOTES EASEMENTS CREATED BY OFFICIAL RECORDS BOOK 4681, PAGE 1760, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AS AMENDED.
Ⓣ - DENOTES DISTRIBUTION EASEMENT CREATED BY OFFICIAL RECORDS BOOK 4334, PAGE 544, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
Ⓤ - DENOTES UTILITY EASEMENT CREATED BY OFFICIAL RECORDS BOOK 3838, PAGE 1360, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.



LEGEND					
AE	- ACCESS EASEMENT				
CCR	- CERTIFIED CORNER RECORD				
CL	- CENTERLINE SYMBOL				
CM	- CONCRETE MONUMENT				
DE	- DRAINAGE EASEMENT				
DIST. ESMT	- DISTRIBUTION EASEMENT				
DULE	- DRAINAGE, UTILITY, & LANDSCAPE EASEMENT				
Ⓢ	- EASEMENT IDENTIFIER NUMBER				
ESMT	- EASEMENT				
FND	- FOUND				
LB	- LICENSED BUSINESS				
LE	- LANDSCAPE EASEMENT				
N&D	- NAIL & DISK				
NT	- NON-TANGENT				
ORB	- OFFICIAL RECORDS BOOK				
PB	- PLAT BOOK				
PC	- POINT OF CURVATURE				
PCC	- POINT OF COMPOUND CURVATURE				
PG	- PAGE				
PGB	- POINT OF BEGINNING				
POC	- POINT OF COMMENCEMENT				
PRC	- POINT OF REVERSE CURVATURE				
PRM	- PERMANENT REFERENCE MONUMENT				
PSM	- PROFESSIONAL SURVEYOR & MAPPER				
PT	- POINT OF TANGENCY				
R/W	- RIGHT-OF-WAY				
RWE	- RETAINING WALL EASEMENT				
(T)	- TOTAL				
Ⓢ	- A 4"x4" CONCRETE MONUMENT WITH A DISC MARKED "PRM LB 4475", UNLESS OTHERWISE NOTED.				
Ⓢ	- A NAIL WITH A DISC WITH MARKED "PRM LB 4475", UNLESS OTHERWISE NOTED.				

CURVE CHART					
NO.	CENTRAL ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C11	46°04'25"	237.07'	190.64'	S27°21'33"W	185.54'
C12	52°58'15"	193.00'	178.43'	N53°47'09"W	172.14'
C16	18°33'14"	193.00'	62.50'	N18°01'24"W	62.23'
C17	03°29'23"	193.00'	11.75'	N07°00'05"W	11.75'
C18	75°00'52"	193.00'	252.69'	S42°45'50"E	235.02'
C34	12°27'32"	202.00'	43.92'	N33°28'33"W	43.84'
C48	69°07'43"	206.00'	248.54'	S45°39'14"E	233.74'
C49	72°18'37"	186.00'	234.74'	N44°03'48"W	219.47'
C67	00°41'50"	206.00'	2.51'	N39°27'31"W	2.51'
C68	06°57'38"	206.00'	25.03'	N43°17'15"W	25.01'
C69	02°06'14"	206.00'	7.56'	N47°49'11"W	7.56'
C70	09°45'42"	206.00'	35.10'	N43°59'27"W	35.05'

LINE CHART			
LINE	BEARING	LENGTH	DISTANCE
L5	N89°06'32"W	8.00'	8.00'
L6	N00°47'35"E	21.04'	21.04'
L29	S00°40'13"W	10.69'	10.69'
L32	S66°33'40"E	18.25'	18.25'
L33	S61°12'47"W	25.30'	25.30'
L34	N66°33'40"W	13.62'	13.62'
L134	N45°05'19"E	26.51'	26.51'
L135	S45°05'19"W	30.47'	30.47'

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ACCURIGHT SURVEYS OF ORLANDO INC., LB 4475
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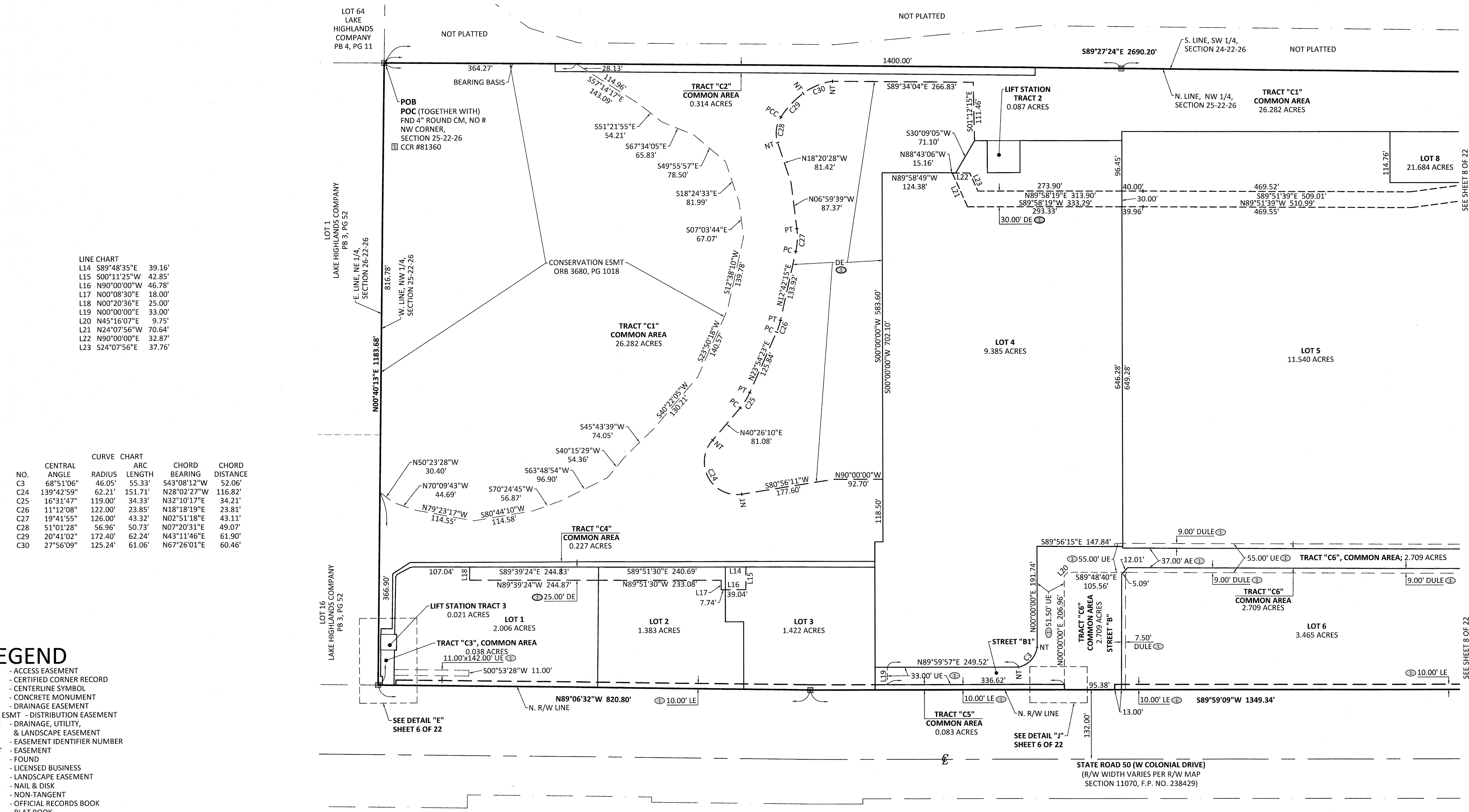
PLAZA COLLINA

PLAT BOOK 76

PAGE 59

A REPLAT OF A PORTION OF LOTS 3 THROUGH 14 AND VACATED UNNAMED ROAD ON EAST, LAKE HIGHLANDS COMPANY, PLAT BOOK 3, PAGE 50, AND A PORTION OF NORTHEAST 1/4 OF THE NORTHEAST 1/4 SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST AND EAST 1/2 OF SOUTH 3/4 OF SOUTH 1/2 OF SOUTHEAST 1/4, SECTION 24, TOWNSHIP 22 SOUTH, RANGE 26 EAST, REPLAT OF A PART OF A REPLAT OF PART OF EDGEWATER BEACH, PLAT BOOK 10, PAGE 44, ALL OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, ALL LYING IN SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 22 SOUTH, RANGE 26 EAST, AND NORTH 1/2 OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA

EASEMENT DETAIL PAGE



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PLAZA COLLINA

PLAT BOOK 76 PAGE 60

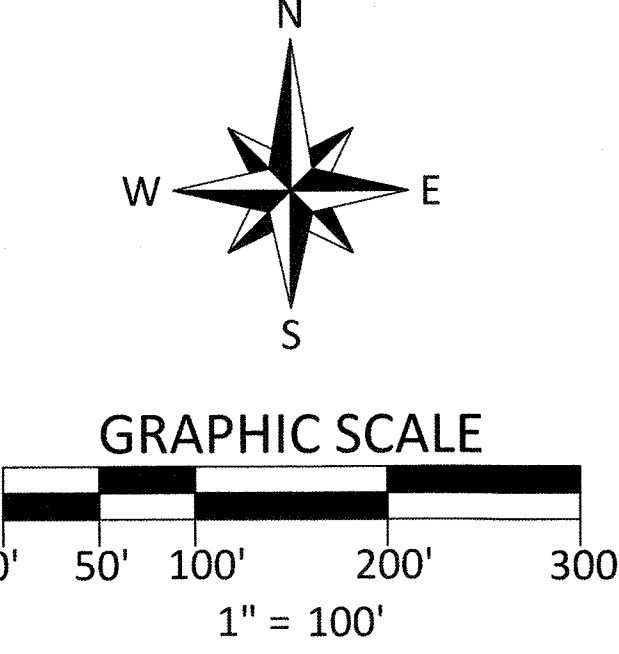
A REPLAT OF A PORTION OF LOTS 3 THROUGH 14 AND VACATED UNNAMED ROAD ON EAST, LAKE HIGHLANDS COMPANY, PLAT BOOK 3, PAGE 50, AND A PORTION OF NORTHEAST 1/4 OF THE NORTHEAST 1/4 SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST AND EAST 1/2 OF SOUTH 3/4 OF SOUTH 1/2 OF SOUTHEAST 1/4, SECTION 24, TOWNSHIP 22 SOUTH, RANGE 26 EAST, REPLAT OF A PART OF A REPLAT OF PART OF EDGEWATER BEACH, PLAT BOOK 10, PAGE 44, ALL OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, ALL LYING IN SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 22 SOUTH, RANGE 26 EAST, AND NORTH 1/2 OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA

EASEMENT DETAIL PAGE

LINE CHART
L24 S00°00'00"W 19.99'
L25 S49°46'01"W 33.91'
L26 N00°47'35"E 21.04'

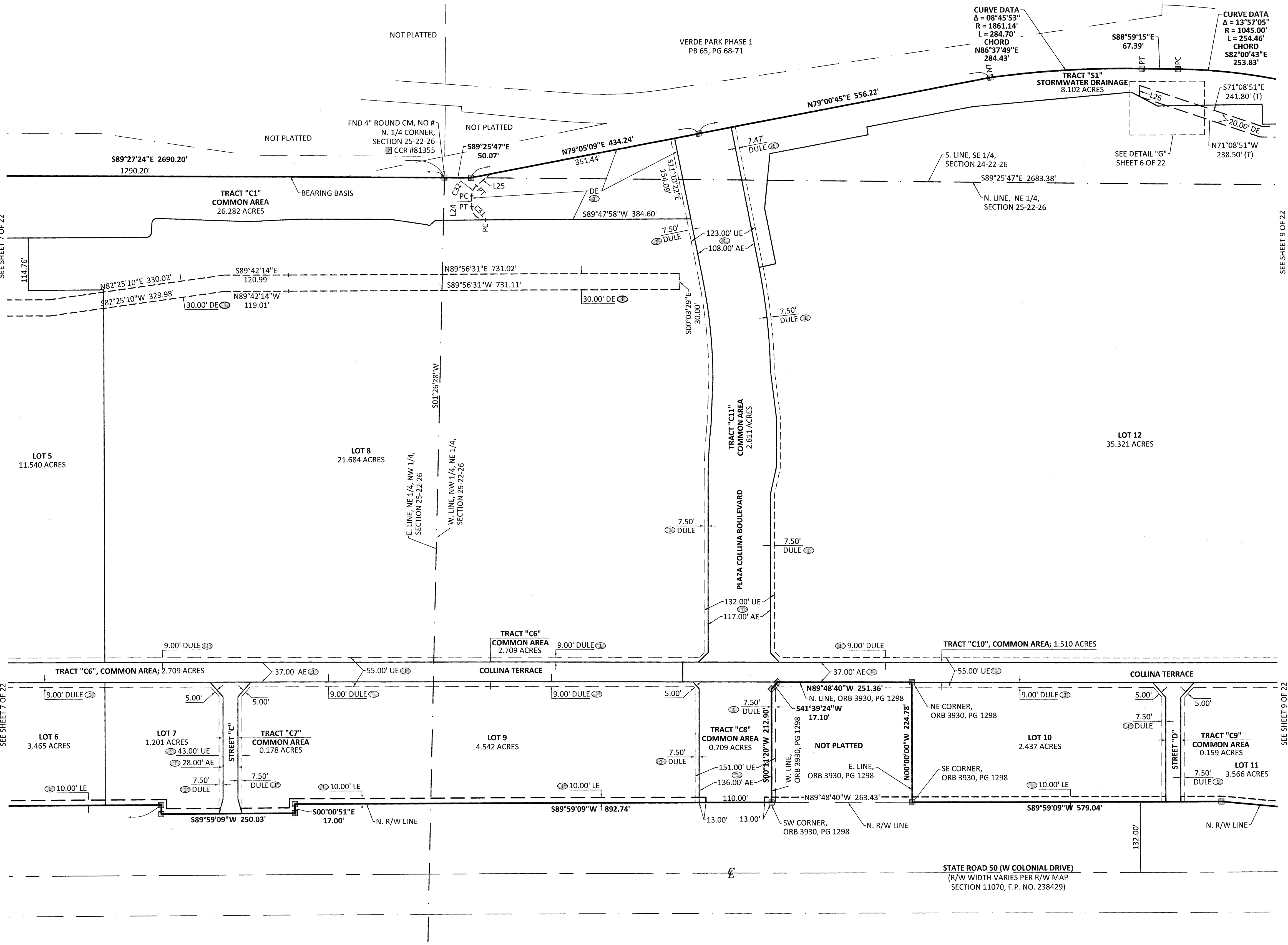
NO.	CENTRAL ANGLE	CURVE CHART RADIUS	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C31	90°12'02"	25.00'	39.36'	N45°06'01"W	35.42'
C32	49°46'01"	25.00'	21.71'	N24°53'01"E	21.04'

① - DENOTES EASEMENTS CREATED BY OFFICIAL RECORDS BOOK 4681, PAGE 1760, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AS AMENDED.



LEGEND

- AE - ACCESS EASEMENT
- CCR - CERTIFIED CORNER RECORD
- CL - CENTERLINE SYMBOL
- CM - CONCRETE MONUMENT
- DE - DRAINAGE EASEMENT
- DIST. ESMT - DISTRIBUTION EASEMENT
- DULE - DRAINAGE, UTILITY, & LANDSCAPE EASEMENT
- ① - EASEMENT IDENTIFIER NUMBER
- ESMT - EASEMENT
- FND - FOUND
- LB - LICENSED BUSINESS
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- PT - POINT OF TANGENCY
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- RWE - RETAINING WALL EASEMENT
- (T) - TOTAL
- - A 4"x4" CONCRETE MONUMENT WITH A DISC MARKED "PRM LB 4475", UNLESS OTHERWISE NOTED.
- - A NAIL WITH A DISC WITH MARKED "PRM LB 4475", UNLESS OTHERWISE NOTED.



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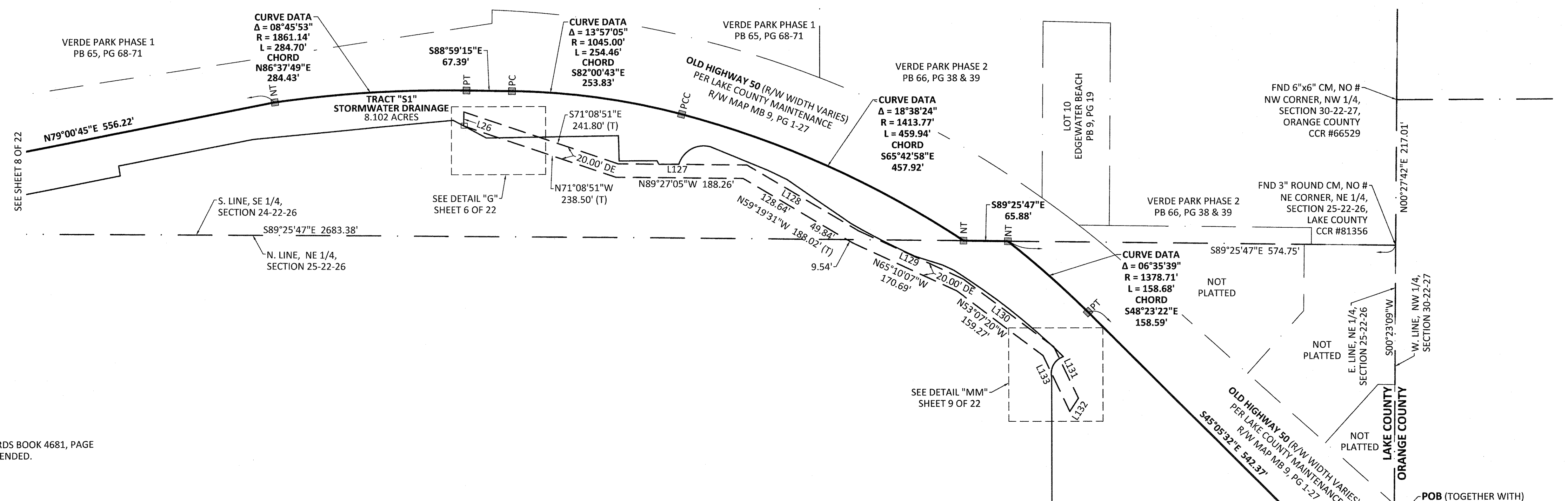
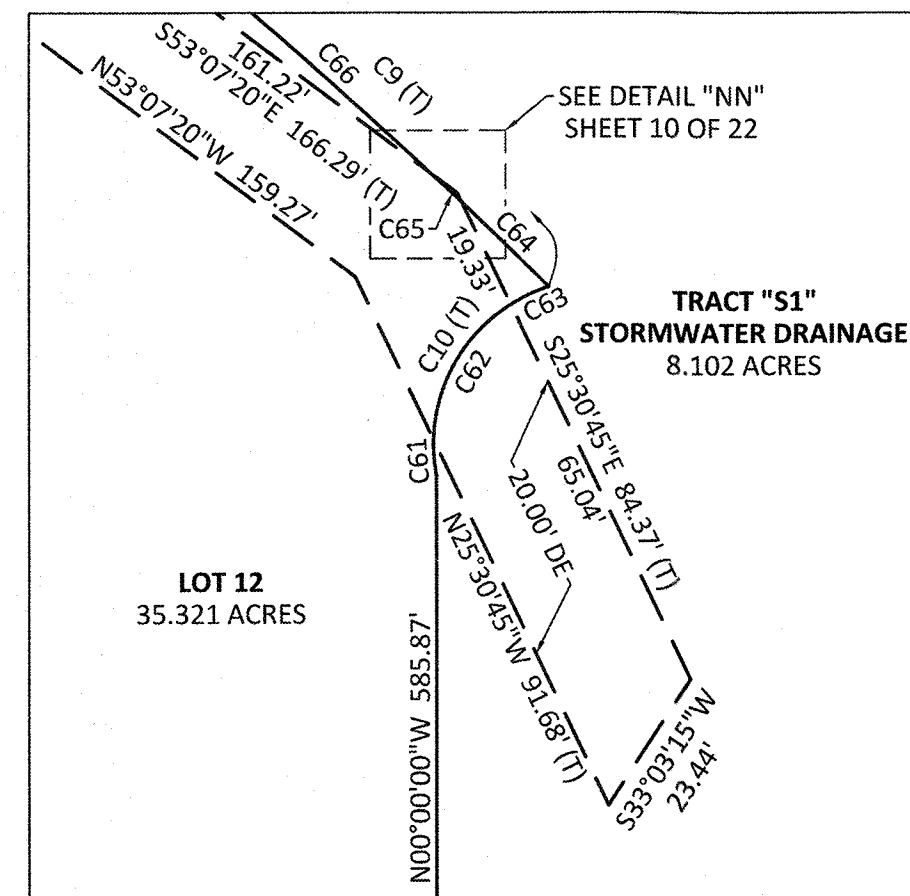
PLAZA COLLINA

PLAT BOOK 76 PAGE 61

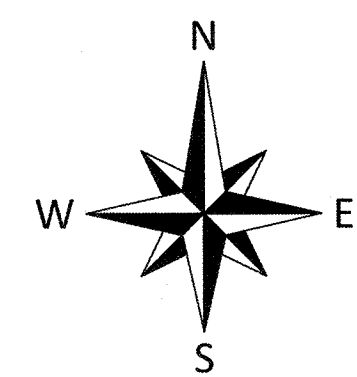
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EASEMENT DETAIL PAGE

DETAIL "MM" - 1" = 30'



Ⓢ - DENOTES EASEMENTS CREATED BY OFFICIAL RECORDS BOOK 4681, PAGE 1760, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AS AMENDED.



GRAPHIC SCALE

1" = 100'

LINE CHART

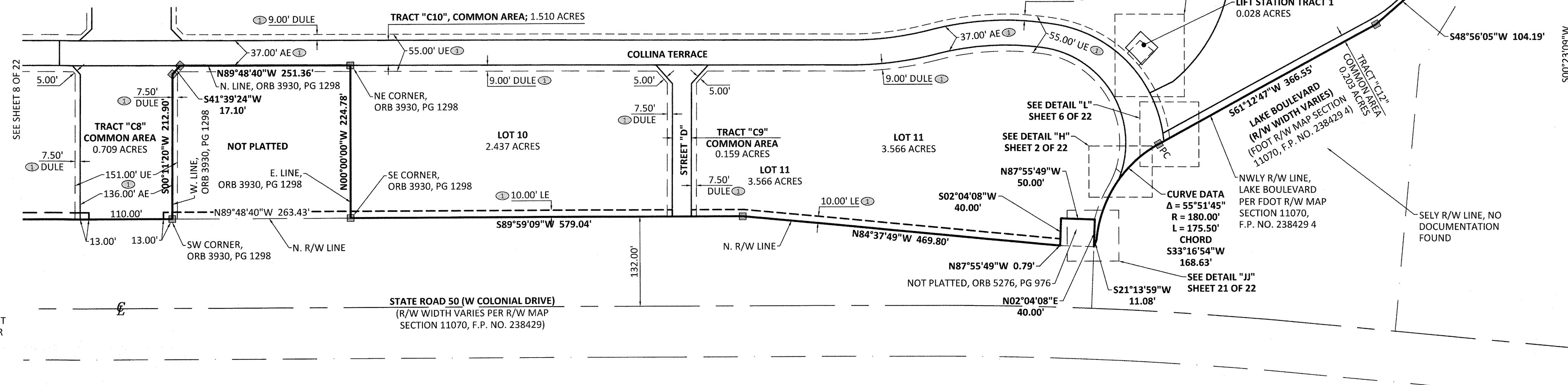
L26	N00°47'35"E	21.04'
L127	S89°27'05"E	190.42'
L128	S59°19'31"E	192.38'
L129	S65°10'07"E	171.78'
L130	S53°07'20"E	166.29'
L131	S25°30'45"E	84.37'
L132	S33°03'15"W	23.44'
L133	N25°30'45"W	91.68'

CURVE CHART

NO.	CENTRAL ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C9	13°04'44"	907.37'	207.12'	S51°44'44"E	206.67'
C10	83°39'42"	25.86'	37.77'	S30°31'01"W	34.50'
C61	12°48'57"	25.86'	5.79'	N04°54'22"W	5.77'
C62	56°13'47"	25.86'	25.38'	N29°37'00"E	24.38'
C63	14°36'58"	25.86'	6.60'	N65°02'23"E	6.58'
C64	01°11'53"	907.37'	18.97'	N45°48'18"W	18.97'
C65	00°23'42"	907.37'	6.26'	N46°36'06"W	6.26'
C66	11°29'08"	907.37'	181.89'	N52°32'32"W	181.59'

LEGEND

- AE - ACCESS EASEMENT
- CCR - CERTIFIED CORNER RECORD
- Ⓢ - CENTERLINE SYMBOL
- CM - CONCRETE MONUMENT
- DE - DRAINAGE EASEMENT
- DIST. ESMT - DISTRIBUTION EASEMENT
- DULE - DRAINAGE, UTILITY, & LANDSCAPE EASEMENT
- Ⓢ - EASEMENT IDENTIFIER NUMBER
- ESMT - EASEMENT
- FND - FOUND
- LB - LICENSED BUSINESS
- LE - LANDSCAPE EASEMENT
- N&D - NAIL & DISK
- NT - NON-TANGENT
- ORB - OFFICIAL RECORDS BOOK
- PB - PLAT BOOK
- PC - POINT OF CURVATURE
- PCC - POINT OF COMPOUND CURVATURE
- PG - PAGE
- POB - POINT OF BEGINNING
- POC - POINT OF COMMENCEMENT
- PRC - POINT OF REVERSE CURVATURE
- PRM - PERMANENT REFERENCE MONUMENT
- PSM - PROFESSIONAL SURVEYOR & MAPPER
- PT - POINT OF TANGENCY
- R/W - RIGHT-OF-WAY
- RWE - RETAINING WALL EASEMENT
- LE - TOTAL
- Ⓢ - A 4"x4" CONCRETE MONUMENT WITH A DISC MARKED "PRM LB 4475", UNLESS OTHERWISE NOTED.
- Ⓢ - A NAIL WITH A DISC WITH MARKED "PRM LB 4475", UNLESS OTHERWISE NOTED.



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2012 E. Robinson Street, Orlando, Florida 32803
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PLAZA COLLINA

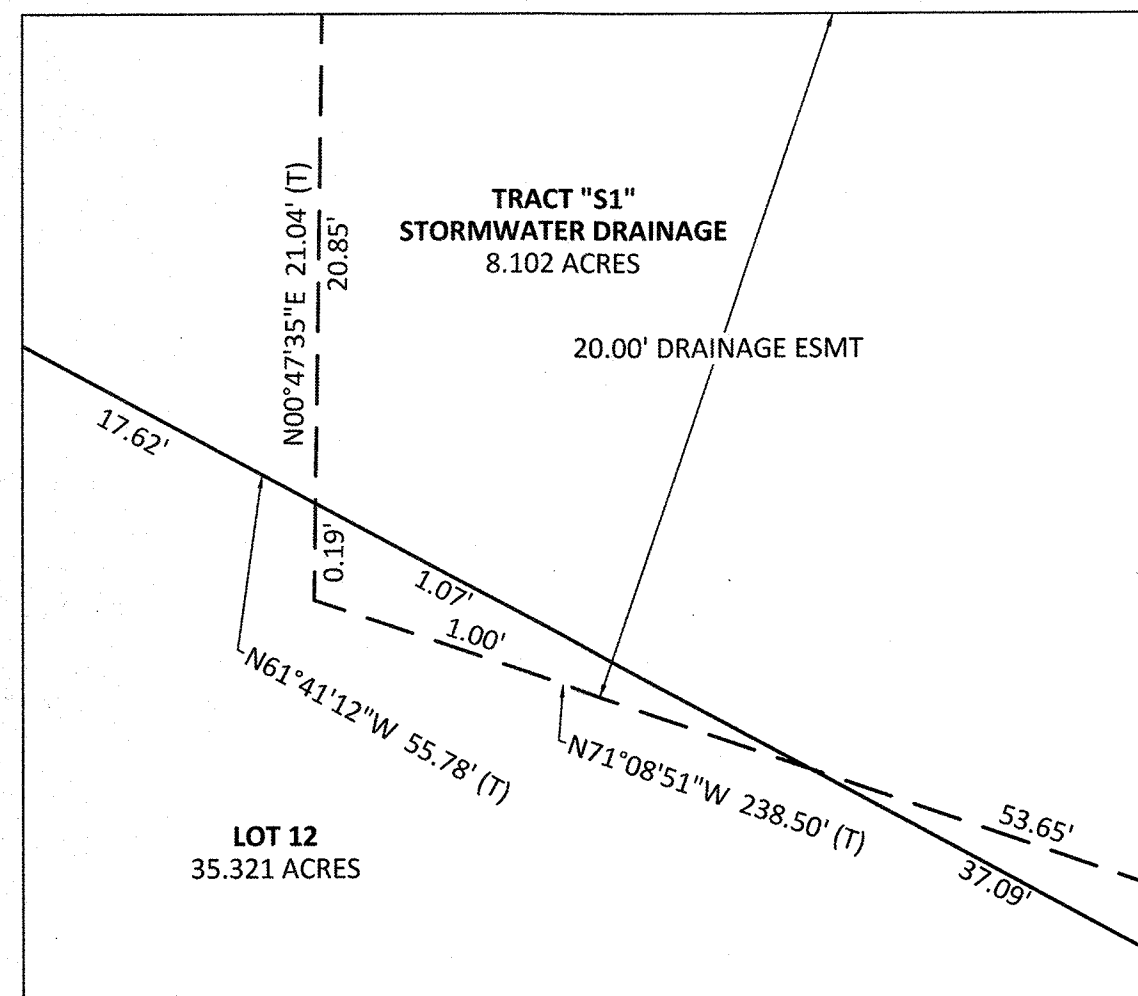
PLAT BOOK 76 PAGE 62

A REPLAT OF A PORTION OF LOTS 3 THROUGH 14 AND VACATED UNNAMED ROAD ON EAST, LAKE HIGHLANDS COMPANY, PLAT BOOK 3, PAGE 50, AND A PORTION OF NORTHEAST 1/4 OF THE NORTHEAST 1/4 SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST AND EAST 1/2 OF SOUTH 3/4 OF SOUTH 1/2 OF SOUTHEAST 1/4, SECTION 24, TOWNSHIP 22 SOUTH, RANGE 26 EAST, REPLAT OF A PART OF A REPLAT OF PART OF EDGEWATER BEACH, PLAT BOOK 10, PAGE 44, ALL OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, ALL LYING IN SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 22 SOUTH, RANGE 26 EAST, AND NORTH 1/2 OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA

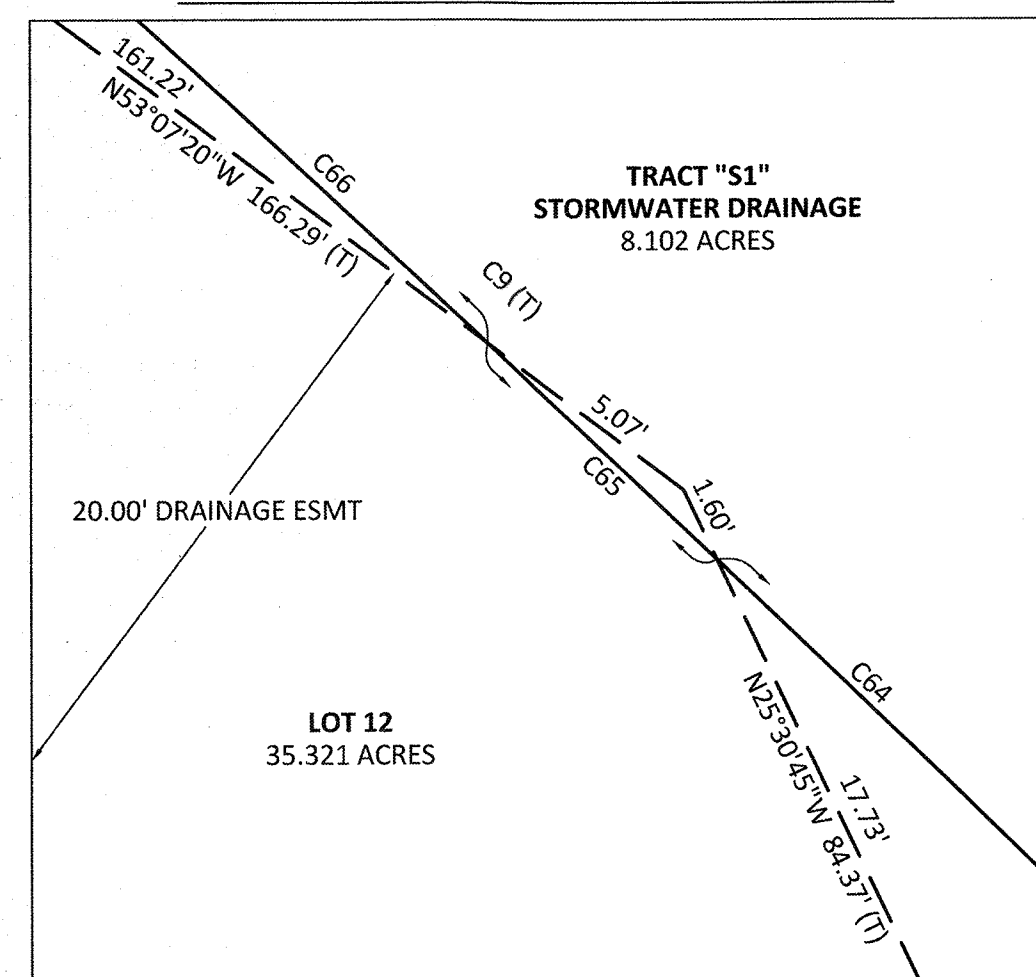
EASEMENT DETAIL PAGE

Ⓢ - DENOTES DISTRIBUTION EASEMENT CREATED BY OFFICIAL RECORDS BOOK 4334, PAGE 544, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
Ⓤ - DENOTES UTILITY EASEMENT CREATED BY OFFICIAL RECORDS BOOK 3838, PAGE 1360, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

DETAIL "LL" - NOT TO SCALE



DETAIL "NN" - NOT TO SCALE



LEGEND

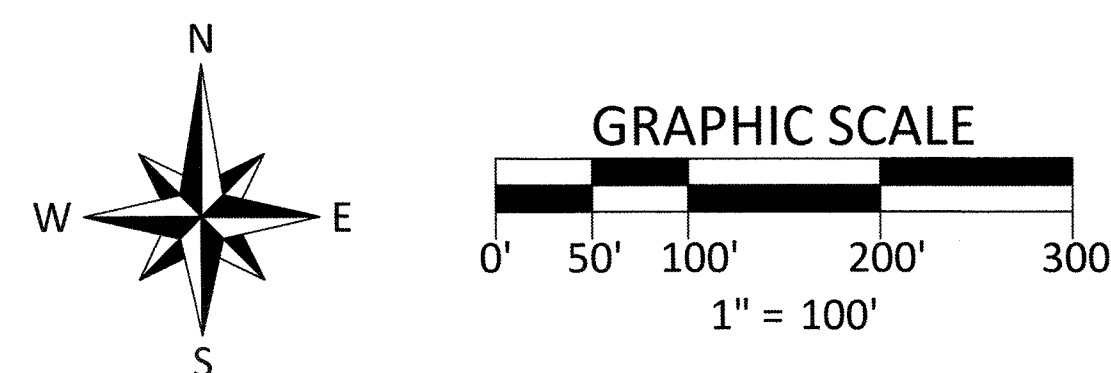
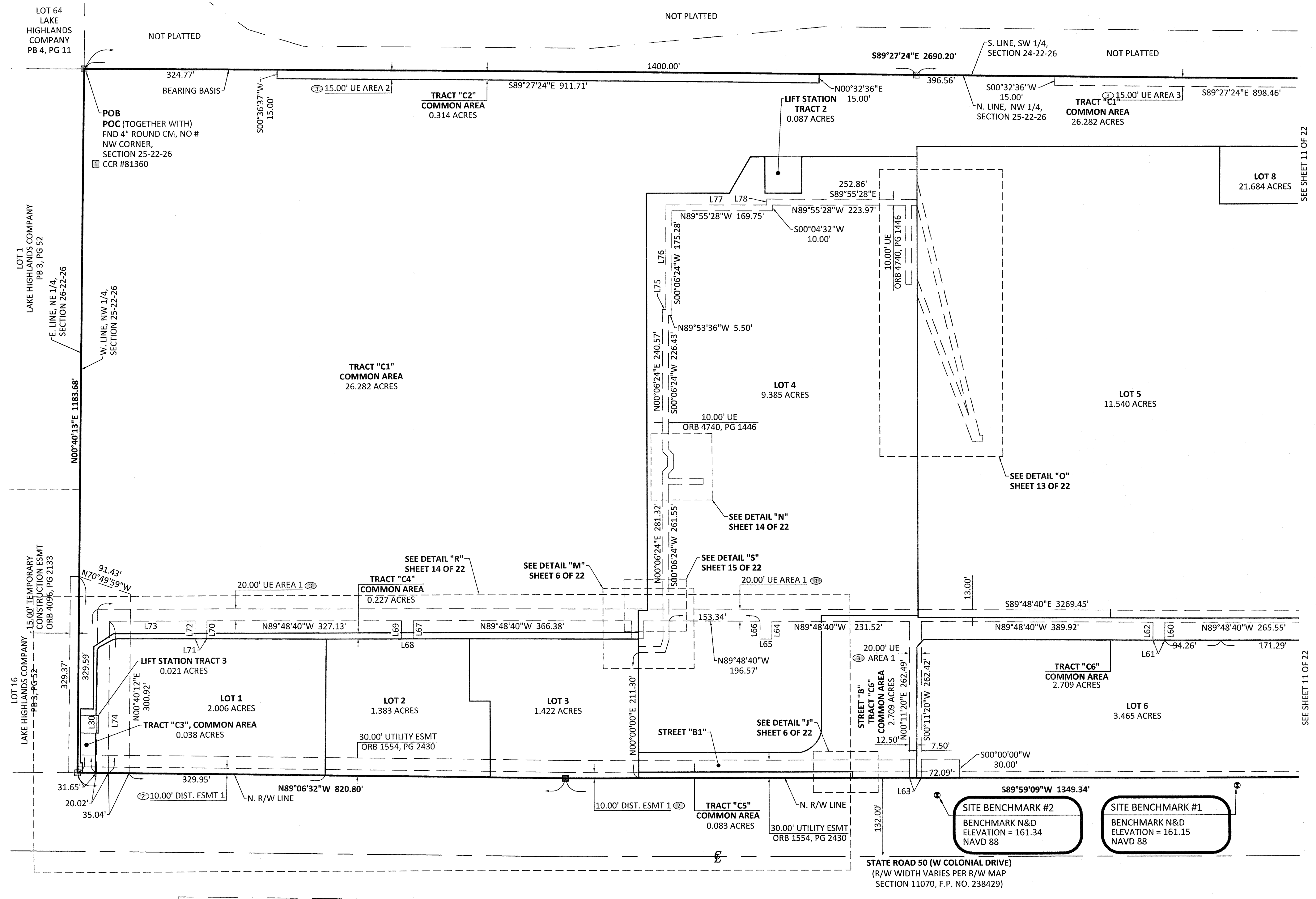
- AE - ACCESS EASEMENT
- CCR - CERTIFIED CORNER RECORD
- C - CENTERLINE SYMBOL
- CM - CONCRETE MONUMENT
- DE - DRAINAGE EASEMENT
- DIST. ESMT - DISTRIBUTION EASEMENT
- DULE - DRAINAGE, UTILITY, & LANDSCAPE EASEMENT
- E - EASEMENT IDENTIFIER NUMBER
- ESMT - EASEMENT
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- PRM - PERMANENT REFERENCE MONUMENT
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- PT - POINT OF TANGENCY
- R/W - RIGHT-OF-WAY
- RWE - RETAINING WALL EASEMENT
- (T) - TOTAL
- - A 4"x4" CONCRETE MONUMENT WITH A DISC MARKED "PRM LB 4475", UNLESS OTHERWISE NOTED.
- ⊙ - A NAIL WITH A DISC WITH MARKED "PRM LB 4475", UNLESS OTHERWISE NOTED.

LINE CHART

L30	N00°39'47"E	274.89'
L60	S00°24'28"W	29.99'
L61	N89°48'40"W	20.00'
L62	N00°24'28"E	29.99'
L63	S89°59'09"W	20.00'
L64	S00°24'28"W	30.00'
L65	N89°48'40"W	20.00'
L66	N00°24'28"E	30.00'
L67	S00°24'28"W	30.00'
L68	N89°48'40"W	20.00'
L69	N00°24'28"E	30.00'
L70	S00°24'28"W	30.00'
L71	N89°48'40"W	20.00'
L72	N00°24'28"E	30.00'
L73	N89°48'40"W	143.95'
L74	S00°39'47"W	255.13'
L75	S89°53'36"E	5.50'
L76	N00°06'24"E	175.21'
L77	S89°55'28"E	169.74'
L78	N00°04'32"E	10.00'

CURVE CHART

NO.	CENTRAL ANGLE	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C9	13°04'44"	907.37'	207.12'	S51°44'44"E	206.67'
C64	01°11'53"	907.37'	18.97'	N45°48'18"W	18.97'
C65	00°23'42"	907.37'	6.26'	N46°36'06"W	6.26'
C66	11°29'08"	907.37'	181.89'	N52°32'32"W	181.59'





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2012 E. Robinson Street, Orlando, Florida 32803
www.AccurightSurveys.net
ACCU@AccurightSurveys.net
PHONE: (407) 894-6314

PLAZA COLLINA

PLAT BOOK 76 PAGE 63

A REPLAT OF A PORTION OF LOTS 3 THROUGH 14 AND VACATED UNNAMED ROAD ON EAST, LAKE HIGHLANDS COMPANY, PLAT BOOK 3, PAGE 50, AND A PORTION OF NORTHEAST 1/4 OF THE NORTHEAST 1/4 SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST AND EAST 1/2 OF SOUTH 3/4 OF SOUTH 1/2 OF SOUTHEAST 1/4, SECTION 24, TOWNSHIP 22 SOUTH, RANGE 26 EAST, REPLAT OF A PART OF A REPLAT OF PART OF EDGEWATER BEACH, PLAT BOOK 10, PAGE 44, ALL OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, ALL LYING IN SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 22 SOUTH, RANGE 26 EAST, AND NORTH 1/2 OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA

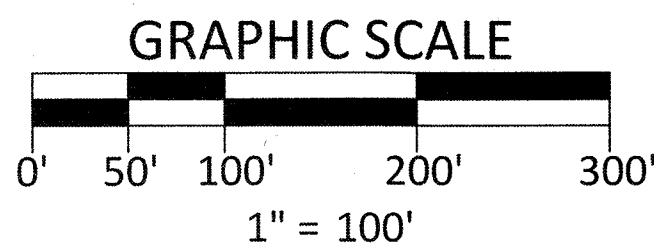
EASEMENT DETAIL PAGE

④ - DENOTES DISTRIBUTION EASEMENT CREATED BY OFFICIAL RECORDS BOOK 4334, PAGE 544, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

⑤ - DENOTES UTILITY EASEMENT CREATED BY OFFICIAL RECORDS BOOK 3838, PAGE 1360, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

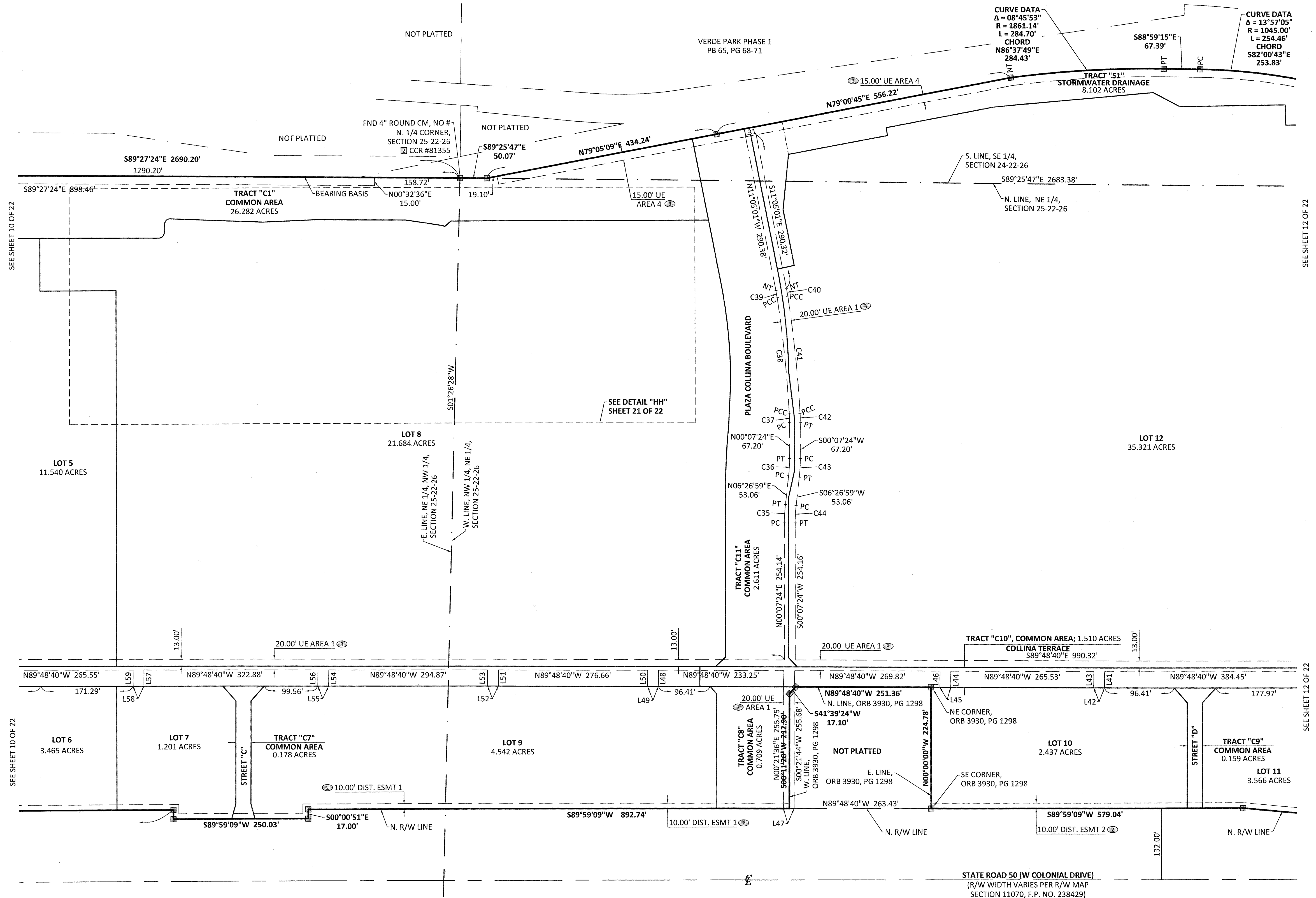
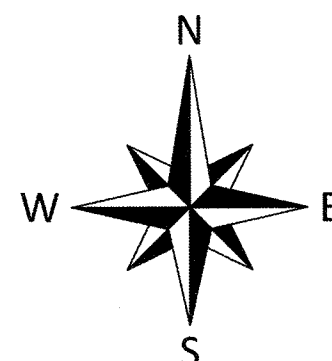
LINE CHART
L31 N79°00'45"E 20.00'
L41 S00°24'28"W 29.99'
L42 N89°48'40"W 20.00'
L43 N00°24'28"E 29.99'
L44 S00°24'28"W 29.99'
L45 N89°48'40"W 20.00'
L46 N00°24'28"E 29.99'
L47 S89°59'09"W 20.00'
L48 S00°24'28"W 29.99'
L49 N89°48'40"W 20.00'
L50 N00°24'28"E 29.99'
L51 S00°24'28"W 29.99'
L52 N89°48'40"W 20.00'
L53 N00°24'28"E 29.99'
L54 S00°24'28"W 29.99'
L55 N89°48'40"W 20.00'
L56 N00°24'28"E 29.99'
L57 S00°24'28"W 29.99'
L58 N89°48'40"W 20.00'
L59 N00°24'28"E 29.99'

NO.	CENTRAL ANGLE	CURVE RADIUS	CHART ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C35	06°19'34"	310.00'	34.23'	N03°17'11"E	34.21'
C36	06°19'32"	290.00'	32.02'	N03°17'11"E	32.00'
C37	03°13'51"	290.00'	16.35'	N01°29'31"W	16.35'
C38	05°28'17"	2280.82'	217.80'	N05°50'34"W	217.72'
C39	02°39'42"	290.00'	13.47'	N09°54'35"W	13.47'
C40	02°39'29"	310.00'	14.38'	S09°54'25"E	14.38'
C41	05°28'17"	2300.82'	219.71'	S05°50'34"E	219.63'
C42	03°13'52"	310.00'	17.48'	S01°29'31"E	17.48'
C43	06°19'34"	310.00'	34.23'	S03°17'11"W	34.21'
C44	06°19'32"	290.00'	32.02'	S03°17'11"W	32.00'



LEGEND

- AE - ACCESS EASEMENT
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- DE - DRAINAGE EASEMENT
- DIST. ESMT - DISTRIBUTION EASEMENT
- DULE - DRAINAGE, UTILITY, & LANDSCAPE EASEMENT
- ④ - EASEMENT IDENTIFIER NUMBER
- ESMT - EASEMENT
- FND - FOUND
- LB - LICENSED BUSINESS
- LE - LANDSCAPE EASEMENT
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- POC - POINT OF COMMENCEMENT
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- PRM - PERMANENT REFERENCE MONUMENT
- PSM - PROFESSIONAL SURVEYOR & MAPPER
- PT - POINT OF TANGENCY
- R/W - RIGHT-OF-WAY
- RWE - RETAINING WALL EASEMENT
- (T) - TOTAL
- - 4"x4" CONCRETE MONUMENT WITH A DISC MARKED "PRM LB 4475", UNLESS OTHERWISE NOTED.
- - A NAIL WITH A DISC WITH MARKED "PRM LB 4475", UNLESS OTHERWISE NOTED.



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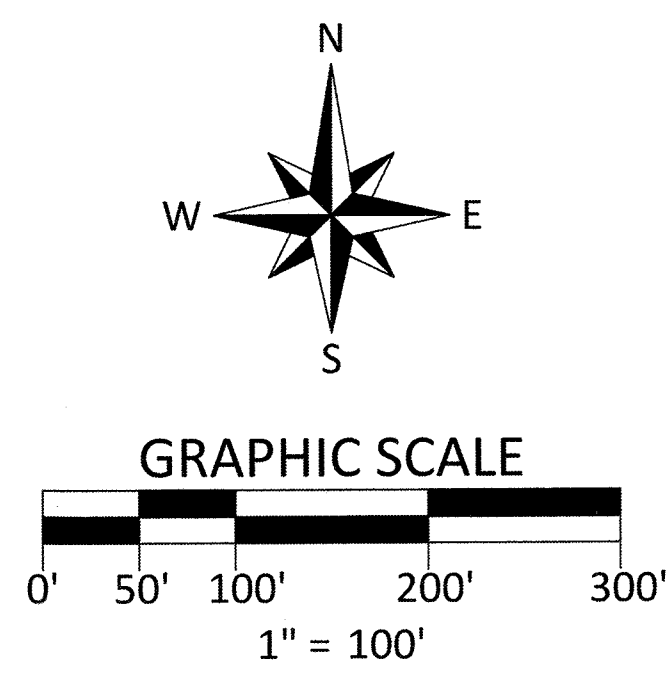
EASEMENT DETAIL PAGE

NO.	CENTRAL ANGLE	CURVE RADIUS	CHORD BEARING	CHORD DISTANCE
C45	14°48'29"	458.50'	N82°47'06"E	118.17'
C46	09°57'16"	444.22'	N80°20'53"E	77.08'
C47	14°23'58"	450.42'	S87°25'57"E	112.90'
C48	69°07'43"	206.00'	S45°39'14"E	233.74'
C49	72°18'37"	186.00'	N44°03'48"W	219.47'
C50	03°38'34"	430.42'	N82°03'16"W	27.36'
C51	02°50'57"	402.22'	N85°08'35"W	20.00'
C52	08°05'32"	430.42'	S89°24'55"W	60.74'
C53	09°57'11"	424.22'	S80°20'50"W	73.60'
C54	14°48'27"	478.50'	S82°47'06"W	123.32'

LINE CHART

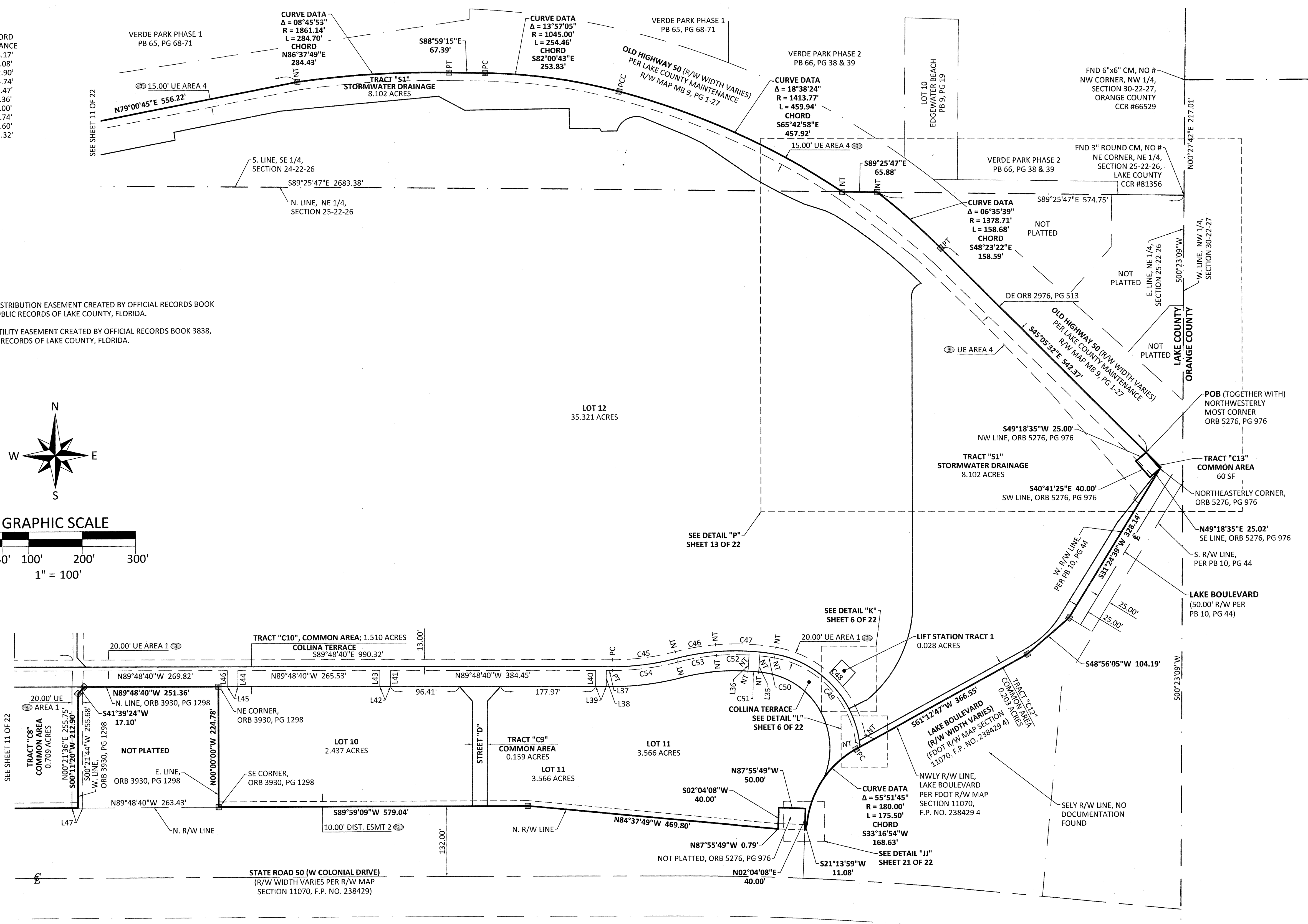
L35	S04°00'49"W	30.03'
L36	N04°00'49"E	30.00'
L37	N89°48'40"W	11.43'
L38	S00°24'28"W	29.99'
L39	N89°48'40"W	20.00'
L40	N00°24'28"E	29.99'
L41	S00°24'28"W	29.99'
L42	N89°48'40"W	20.00'
L43	N00°24'28"E	29.99'
L44	S00°24'28"W	29.99'
L45	N89°48'40"W	20.00'
L46	N00°24'28"E	29.99'
L47	S89°59'09"W	20.00'

② - DENOTES DISTRIBUTION EASEMENT CREATED BY OFFICIAL RECORDS BOOK 4334, PAGE 544, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
③ - DENOTES UTILITY EASEMENT CREATED BY OFFICIAL RECORDS BOOK 3838, PAGE 1360, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.



LEGEND

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- R/W - RIGHT-OF-WAY
- RWE - RETAINING WALL EASEMENT
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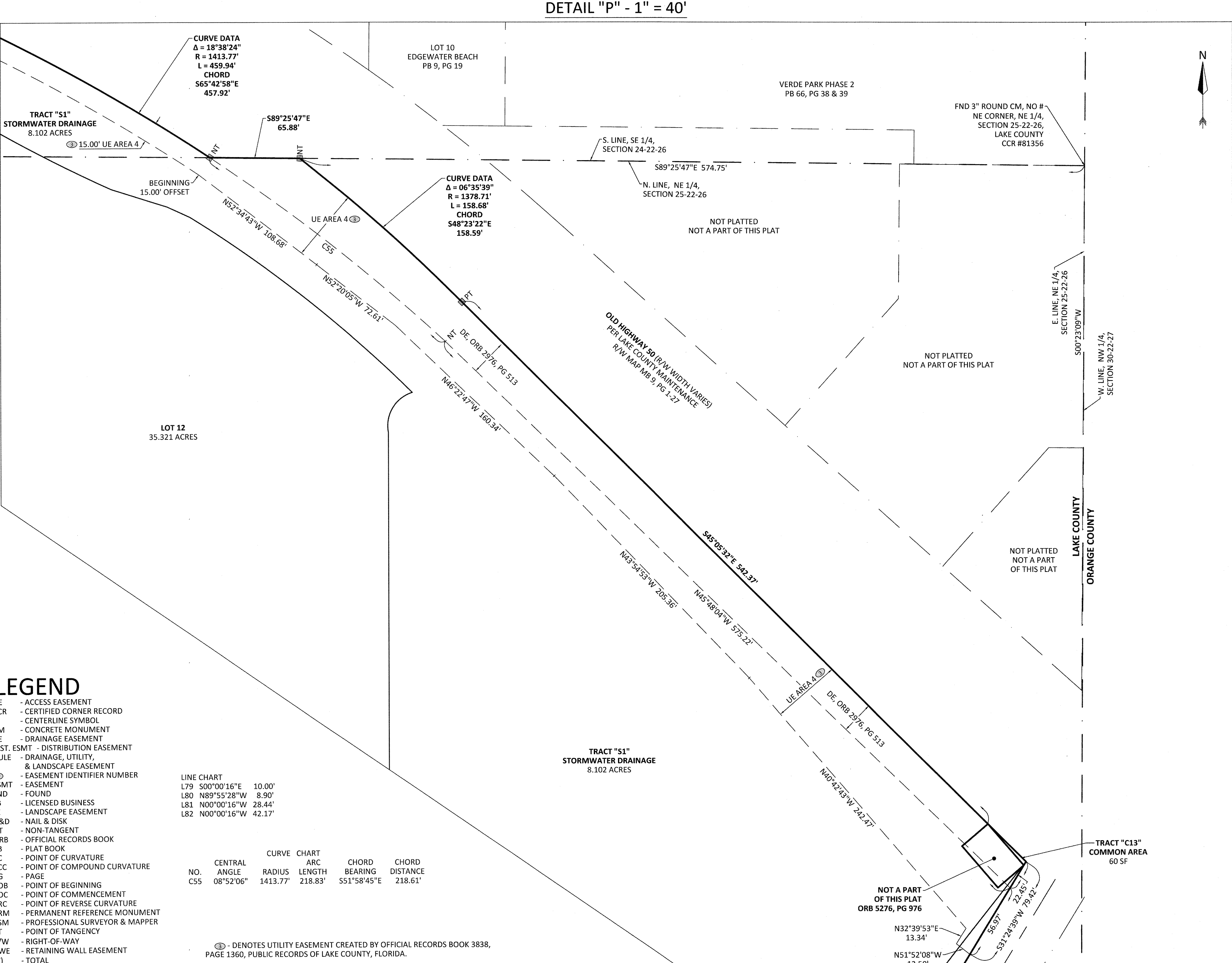
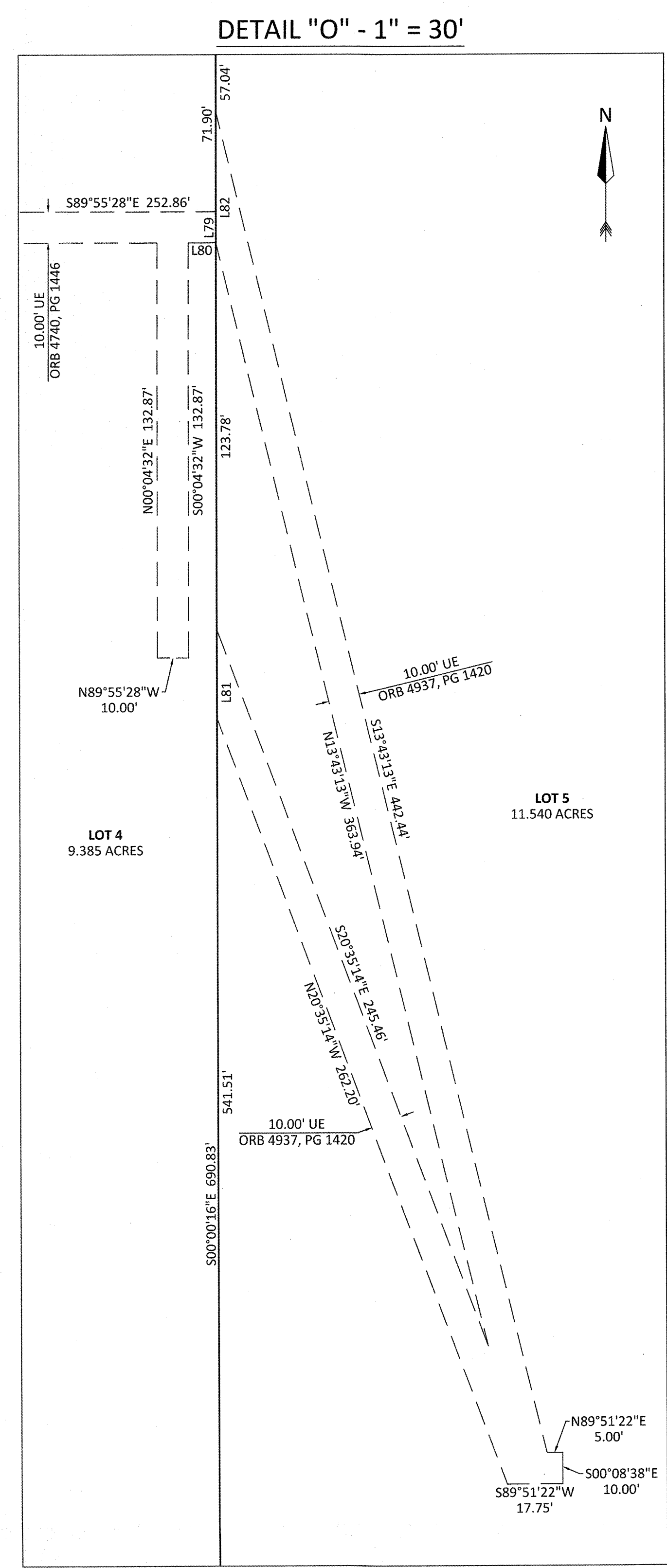
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PLAZA COLLINA

PLAT BOOK 76 PAGE 65

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EASEMENT DETAIL PAGE



LEGEND

AE

- ACCESS EASEMENT

CCR

- CERTIFIED CORNER RECORD

CS

- CENTERLINE SYMBOL

CM

- CONCRETE MONUMENT

DE

- DRAINAGE EASEMENT

DIST. ESMT

- DISTRIBUTION EASEMENT

DULE

- DRAINAGE, UTILITY, & LANDSCAPE EASEMENT

ESMT

- EASEMENT IDENTIFIER NUMBER

FND

- FOUND

LB

- LICENSED BUSINESS

LE

- LANDSCAPE EASEMENT

N&D

- NAIL & DISK

NT

- NON-TANGENT

ORB

- OFFICIAL RECORDS BOOK

PB

- PLAT BOOK

PC

- POINT OF CURVATURE

PCC

- POINT OF COMPOUND CURVATURE

PG

- PAGE

POB

- POINT OF BEGINNING

POC

- POINT OF COMMENCEMENT

PRC

- POINT OF REVERSE CURVATURE

PRM

- PERMANENT REFERENCE MONUMENT

PSM

- PROFESSIONAL SURVEYOR & MAPPER

PT

- POINT OF TANGENCY

R/W

- RIGHT-OF-WAY

RWE

- RETAINING WALL EASEMENT

(T)

- TOTAL

■

- A 4"x4" CONCRETE MONUMENT WITH A DISC MARKED "PRM LB 4475", UNLESS OTHERWISE NOTED.

●

- A NAIL WITH A DISC WITH MARKED "PRM LB 4475", UNLESS OTHERWISE NOTED.

LINE CHART

L79 500°00'16"E 10.00'

L80 N89°55'28"W 8.90'

L81 N00°00'16"W 28.44'

L82 N00°00'16"W 42.17'

NO.	CENTRAL ANGLE	CURVE RADIUS	CHART ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C55	08°52'06"	1413.77'	218.83'	S51°58'45"E	218.61'

④ - DENOTES UTILITY EASEMENT CREATED BY OFFICIAL RECORDS BOOK 3838, PAGE 1360, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.



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PLAZA COLLINA

PLAT BOOK 76 PAGE 66

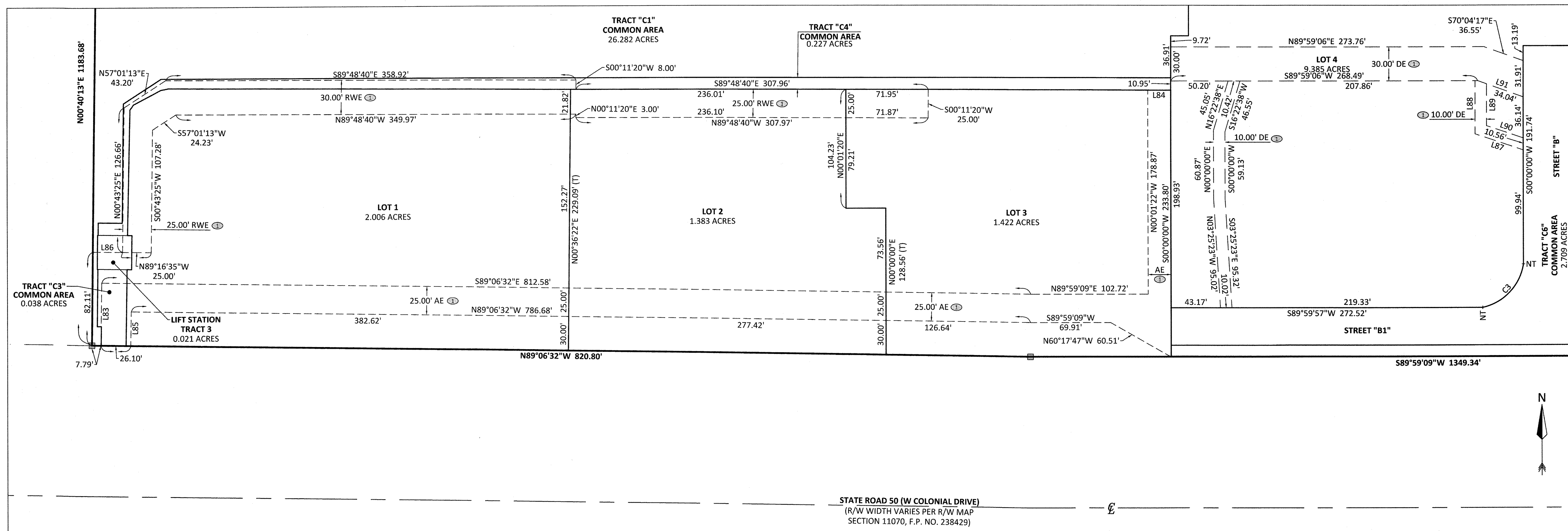
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EASEMENT DETAIL PAGE

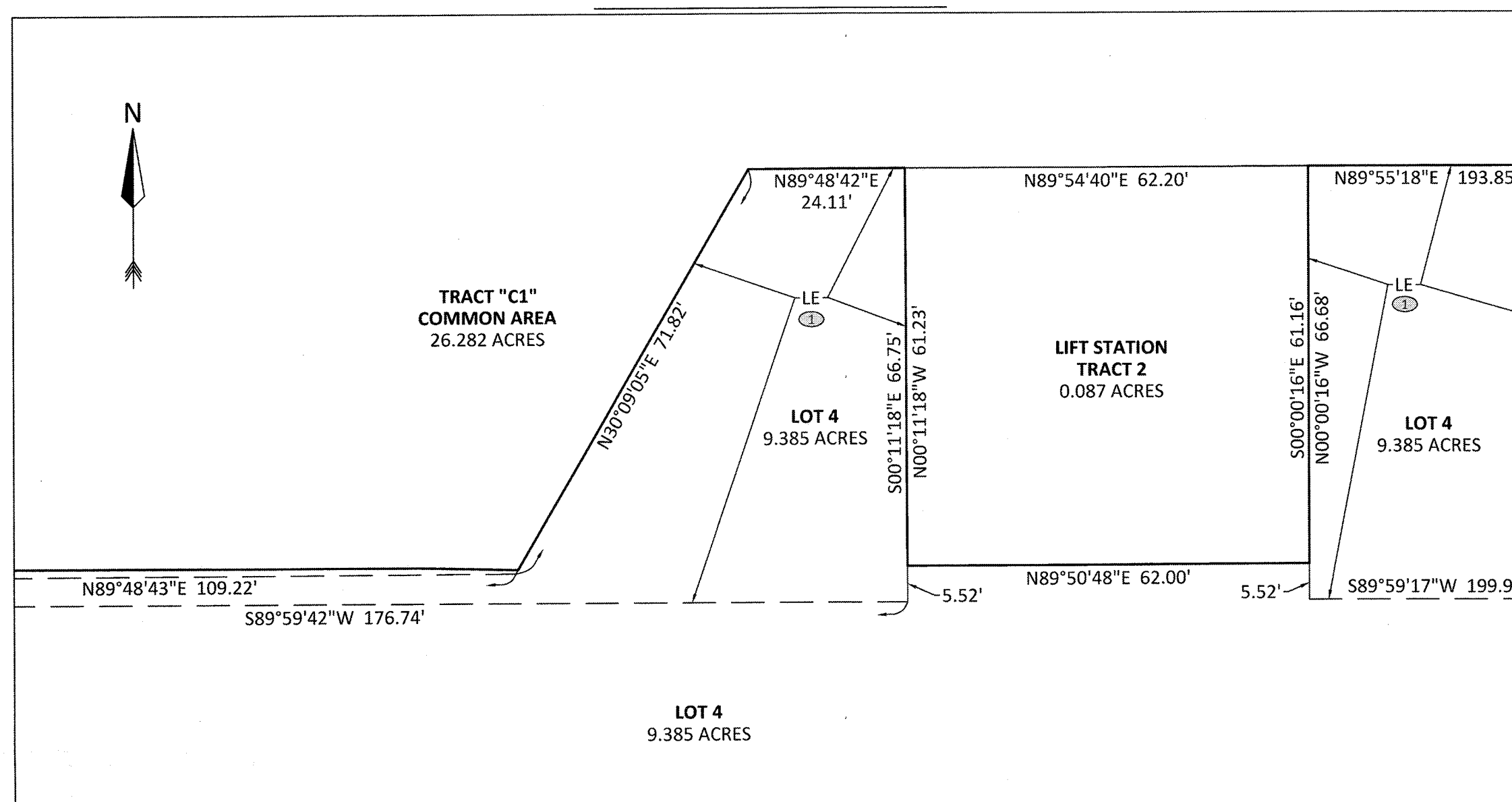
LINE CHART					CURVE CHART				
L84	S89°48'35"E	20.03'	NO. C3	CENTRAL ANGLE 68°51'06"	RADIUS 46.05'	ARC LENGTH 55.33'	CHORD BEARING S43°08'12"W	CHORD DISTANCE 52.06'	
L86	S89°16'35"E	26.02'							
L87	N71°17'35"W	44.34'							
L88	N00°00'00"E	46.84'							
L89	S00°00'00"W	36.90'							
L90	S71°17'35"E	33.79'							
L91	N70°04'17"W	42.16'							

Ⓢ - DENOTES EASEMENTS CREATED BY OFFICIAL RECORDS BOOK 4681, PAGE 1760, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AS AMENDED.

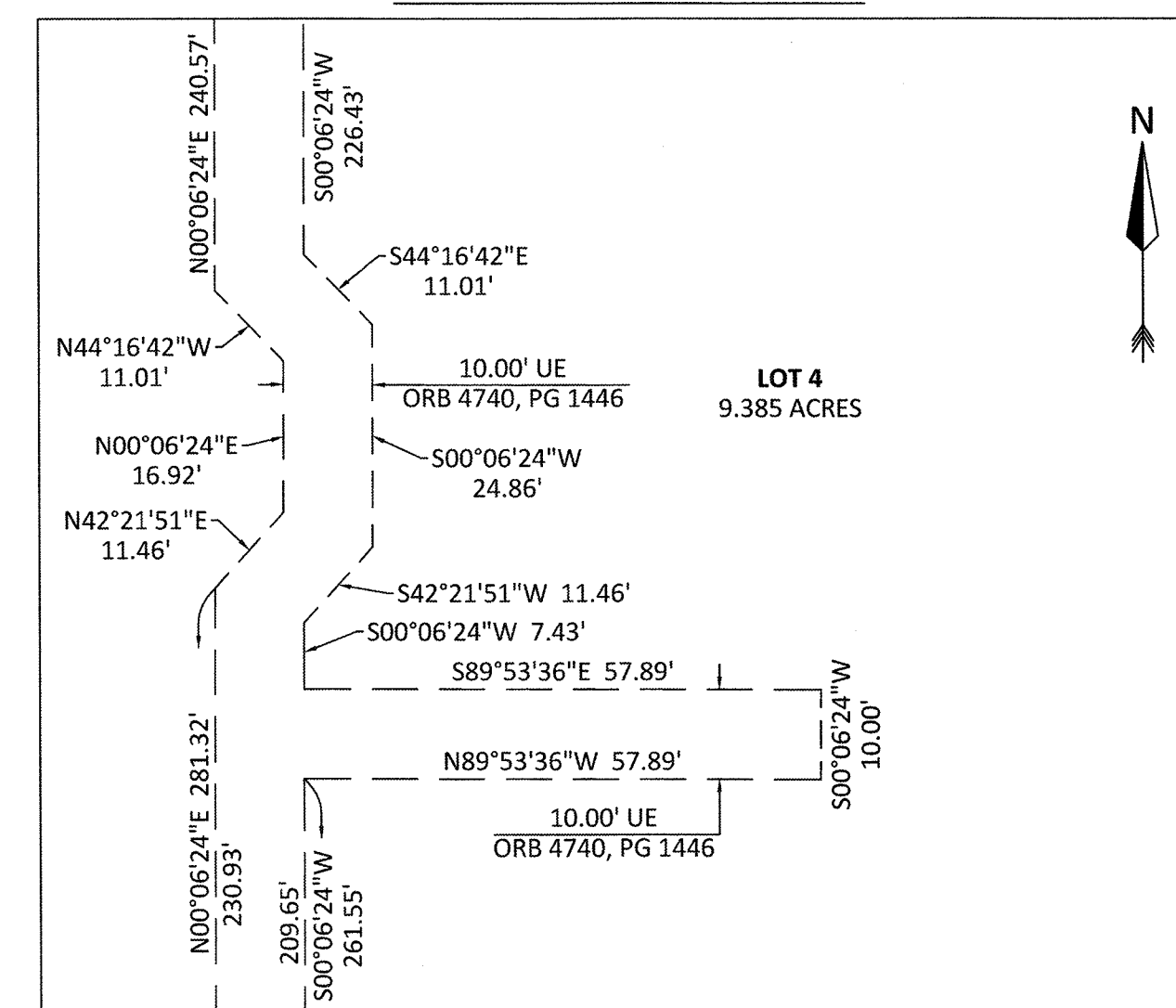
DETAIL "R" - 1" = 50'



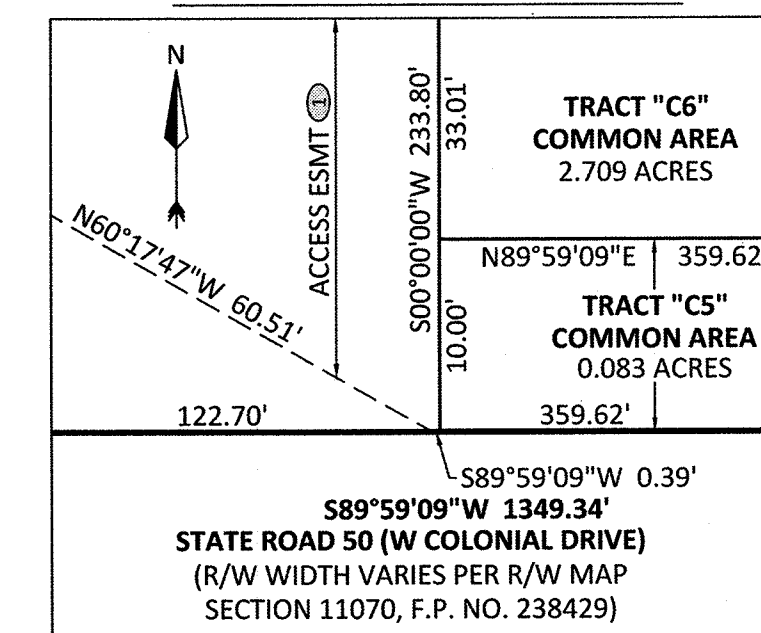
DETAIL "W" - 1" = 20'



DETAIL "N" - 1" = 20'



DETAIL "Q" - 1" = 10'



LEGEND

AE - ACCESS EASEMENT
CCR - CERTIFIED CORNER RECORD
CL - CENTERLINE SYMBOL
CM - CONCRETE MONUMENT
DE - DRAINAGE EASEMENT
DIST. ESMT - DISTRIBUTION EASEMENT
DULE - DRAINAGE, UTILITY, & LANDSCAPE EASEMENT
Ⓢ - EASEMENT IDENTIFIER NUMBER
ESMT - EASEMENT
FND - FOUND
LB - LICENSED BUSINESS
LE - LANDSCAPE EASEMENT
N&D - NAIL & DISK
NT - NON-TANGENT
ORB - OFFICIAL RECORDS BOOK
PB - PLAT BOOK
PC - POINT OF CURVATURE
PCC - POINT OF COMPOUND CURVATURE
PG - PAGE
POB - POINT OF BEGINNING
POC - POINT OF COMMENCEMENT
PRC - POINT OF REVERSE CURVATURE
PRM - PERMANENT REFERENCE MONUMENT
PSM - PROFESSIONAL SURVEYOR & MAPPER
PT - POINT OF TANGENCY
R/W - RIGHT-OF-WAY
RWE - RETAINING WALL EASEMENT
(T) - TOTAL
Ⓢ - A 4"x4" CONCRETE MONUMENT WITH A DISC
MARKED "PRM LB 4475", UNLESS OTHERWISE NOTED.
Ⓢ - A NAIL WITH A DISC WITH MARKED "PRM LB 4475", UNLESS OTHERWISE NOTED.



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www.AccurightSurveys.net
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PLAZA COLLINA

PLAT BOOK 76 PAGE 67

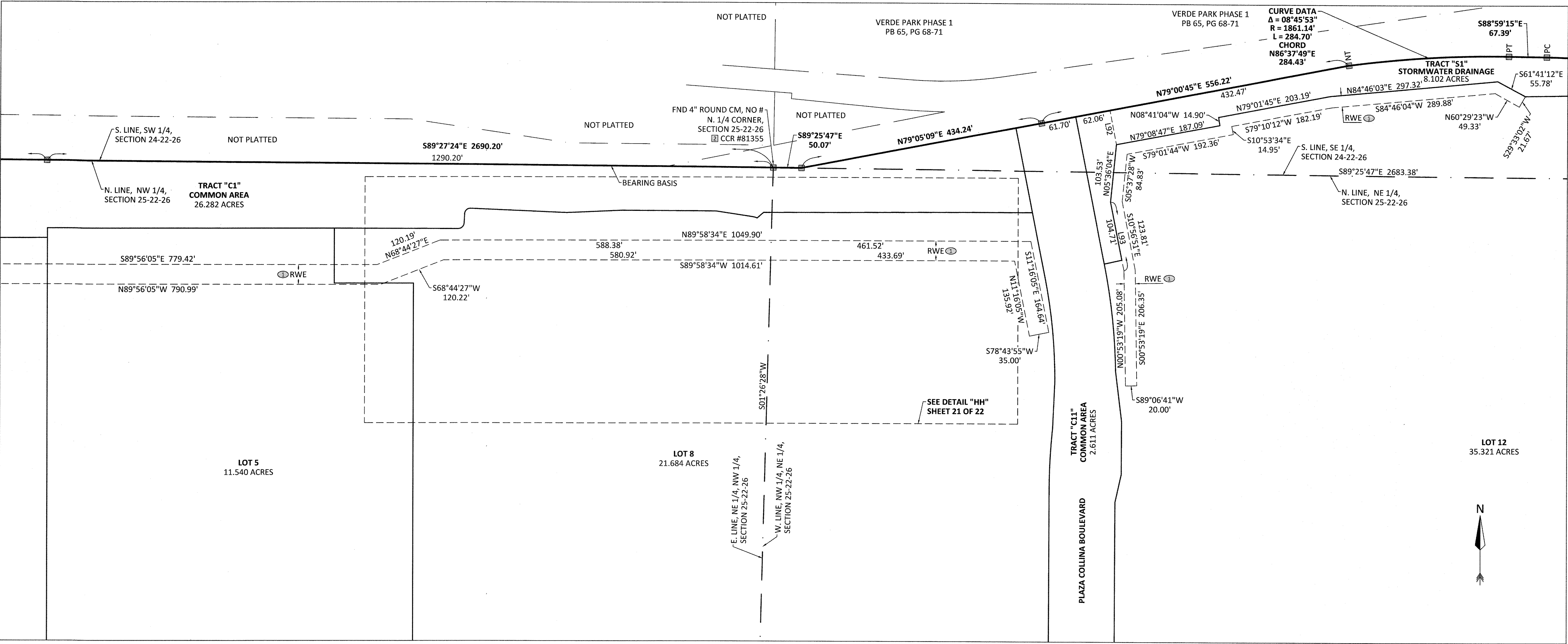
A REPLAT OF A PORTION OF LOTS 3 THROUGH 14 AND VACATED UNNAMED ROAD ON EAST, LAKE HIGHLANDS COMPANY, PLAT BOOK 3, PAGE 50, AND A PORTION OF NORTHEAST 1/4 OF THE NORTHEAST 1/4 SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST AND EAST 1/2 OF SOUTH 3/4 OF SOUTH 1/2 OF SOUTHEAST 1/4, SECTION 24, TOWNSHIP 22 SOUTH, RANGE 26 EAST, REPLAT OF A PART OF A REPLAT OF PART OF EDGEWATER BEACH, PLAT BOOK 10, PAGE 44, ALL OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, ALL LYING IN SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 22 SOUTH, RANGE 26 EAST, AND NORTH 1/2 OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA

EASEMENT DETAIL PAGE

DETAIL "U" - 1" = 100'

LINE CHART
L92 S10°51'13"E 62.31'
L93 N11°15'21"W 124.15'

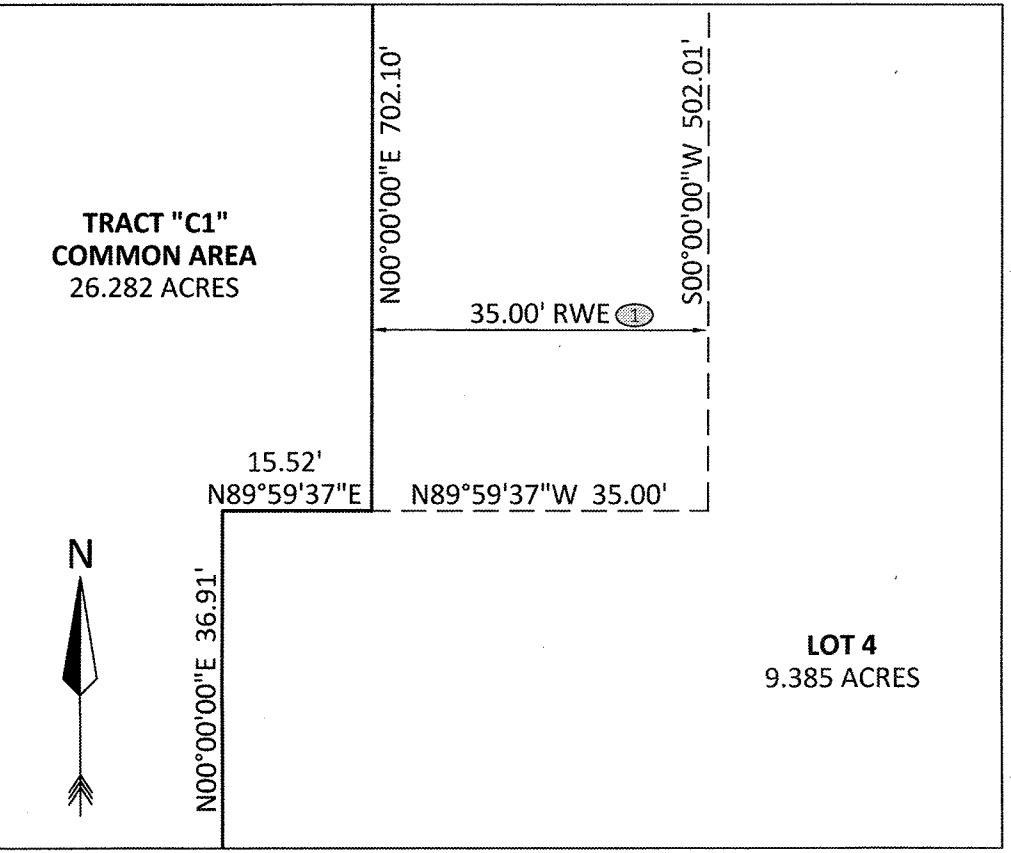
Ⓢ - DENOTES EASEMENTS CREATED BY OFFICIAL RECORDS BOOK 4681, PAGE 1760, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AS AMENDED.



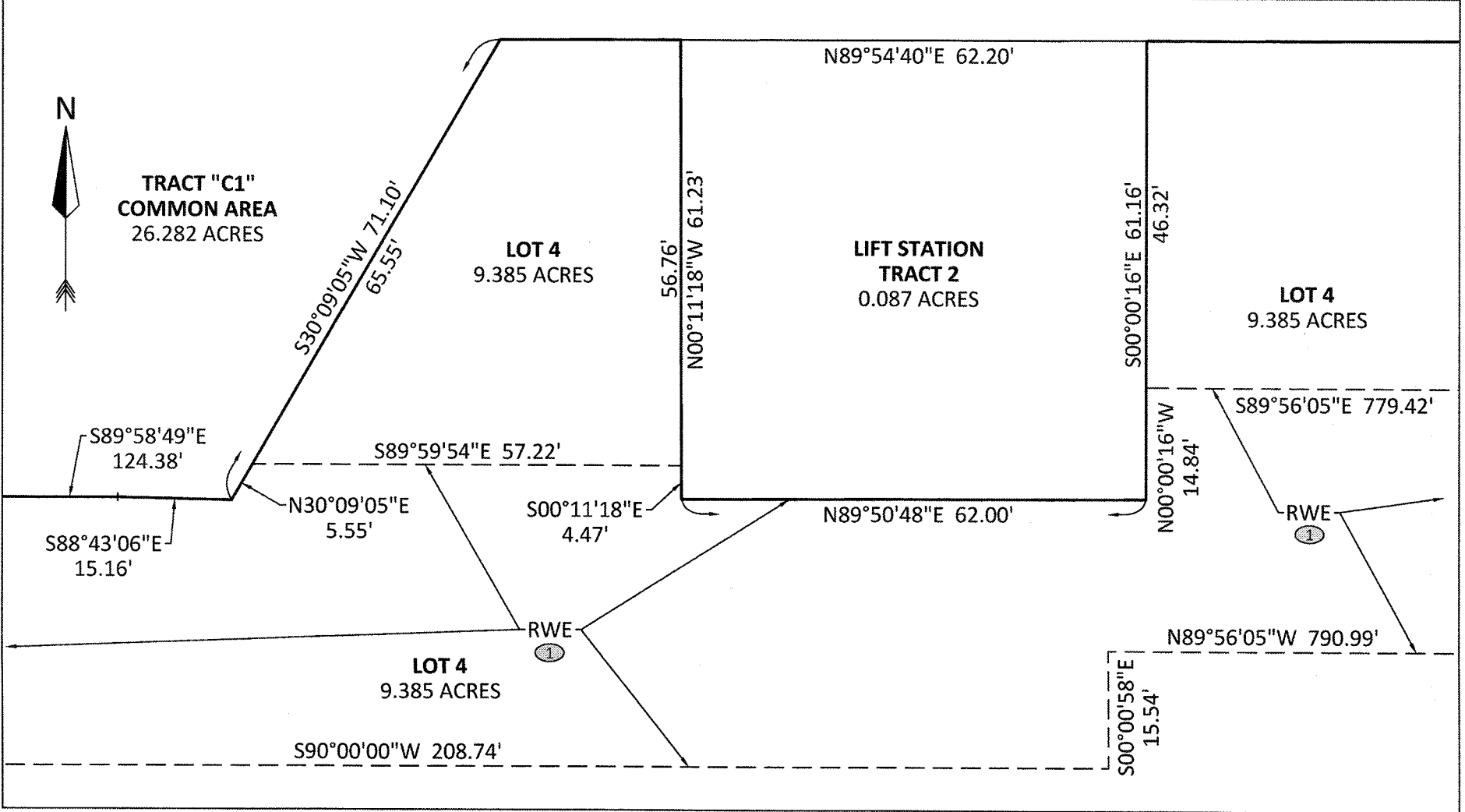
LEGEND

- AE - ACCESS EASEMENT
- CCR - CERTIFIED CORNER RECORD
- Ⓢ - CENTERLINE SYMBOL
- CM - CONCRETE MONUMENT
- DE - DRAINAGE EASEMENT
- DIST. ESMT - DISTRIBUTION EASEMENT
- DULE - DRAINAGE, UTILITY,
& LANDSCAPE EASEMENT
- Ⓢ - EASEMENT IDENTIFIER NUMBER
- ESMT - EASEMENT
- FND - FOUND
- LB - LICENSED BUSINESS
- LE - LANDSCAPE EASEMENT
- N&D - NAIL & DISK
- NT - NON-TANGENT
- ORB - OFFICIAL RECORDS BOOK
- PB - PLAT BOOK
- PC - POINT OF CURVATURE
- PCC - POINT OF COMPOUND CURVATURE
- PG - PAGE
- POB - POINT OF BEGINNING
- POC - POINT OF COMMENCEMENT
- PRC - POINT OF REVERSE CURVATURE
- PRM - PERMANENT REFERENCE MONUMENT
- PSM - PROFESSIONAL SURVEYOR & MAPPER
- PT - POINT OF TANGENCY
- R/W - RIGHT-OF-WAY
- RWE - RETAINING WALL EASEMENT
- (T) - TOTAL
- - A 4"x4" CONCRETE MONUMENT WITH A DISC
MARKED "PRM LB 4475", UNLESS OTHERWISE NOTED.
- Ⓢ - A NAIL WITH A DISC WITH MARKED "PRM LB
4475", UNLESS OTHERWISE NOTED.

DETAIL "S" - 1" = 20'



DETAIL "T" - 1" = 20'





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PLAZA COLLINA

PLAT
BOOK

76

PAGE 68

A REPLAT OF A PORTION OF LOTS 3 THROUGH 14 AND VACATED UNNAMED ROAD ON EAST, LAKE HIGHLANDS COMPANY, PLAT BOOK 3, PAGE 50, AND A PORTION OF NORTHEAST 1/4 OF THE NORTHEAST 1/4 SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST AND EAST 1/2 OF SOUTH 3/4 OF SOUTH 1/2 OF SOUTHEAST 1/4, SECTION 24, TOWNSHIP 22 SOUTH, RANGE 26 EAST, REPLAT OF A PART OF A REPLAT OF PART OF EDGEWATER BEACH, PLAT BOOK 10, PAGE 44, ALL OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, ALL LYING IN SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 22 SOUTH, RANGE 26 EAST, AND NORTH 1/2 OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA

DETAIL "V" - 1" = 60'

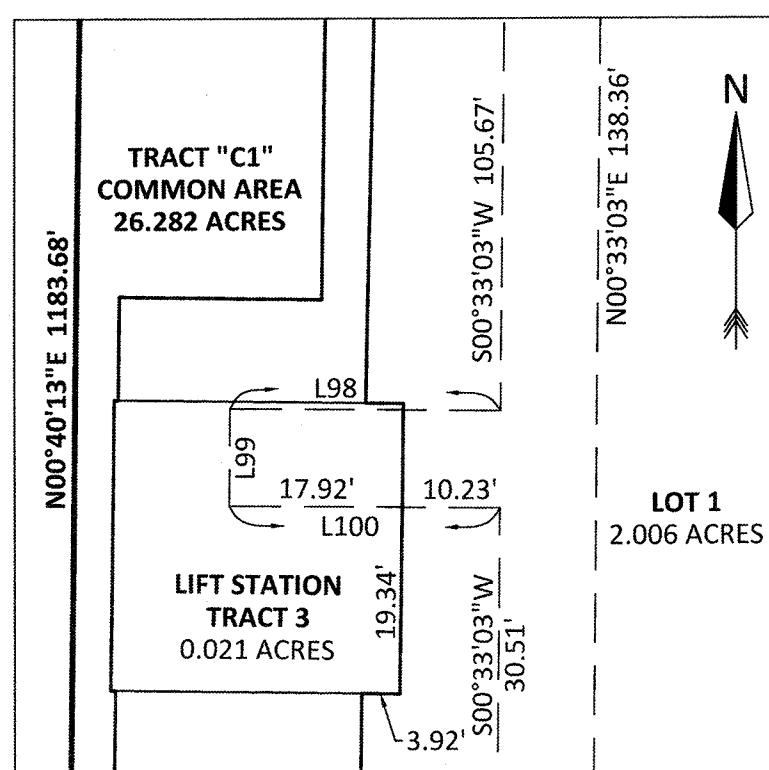
EASEMENT DETAIL PAGE

① - DENOTES EASEMENTS CREATED BY OFFICIAL RECORDS BOOK 4681, PAGE 1760, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AS AMENDED.

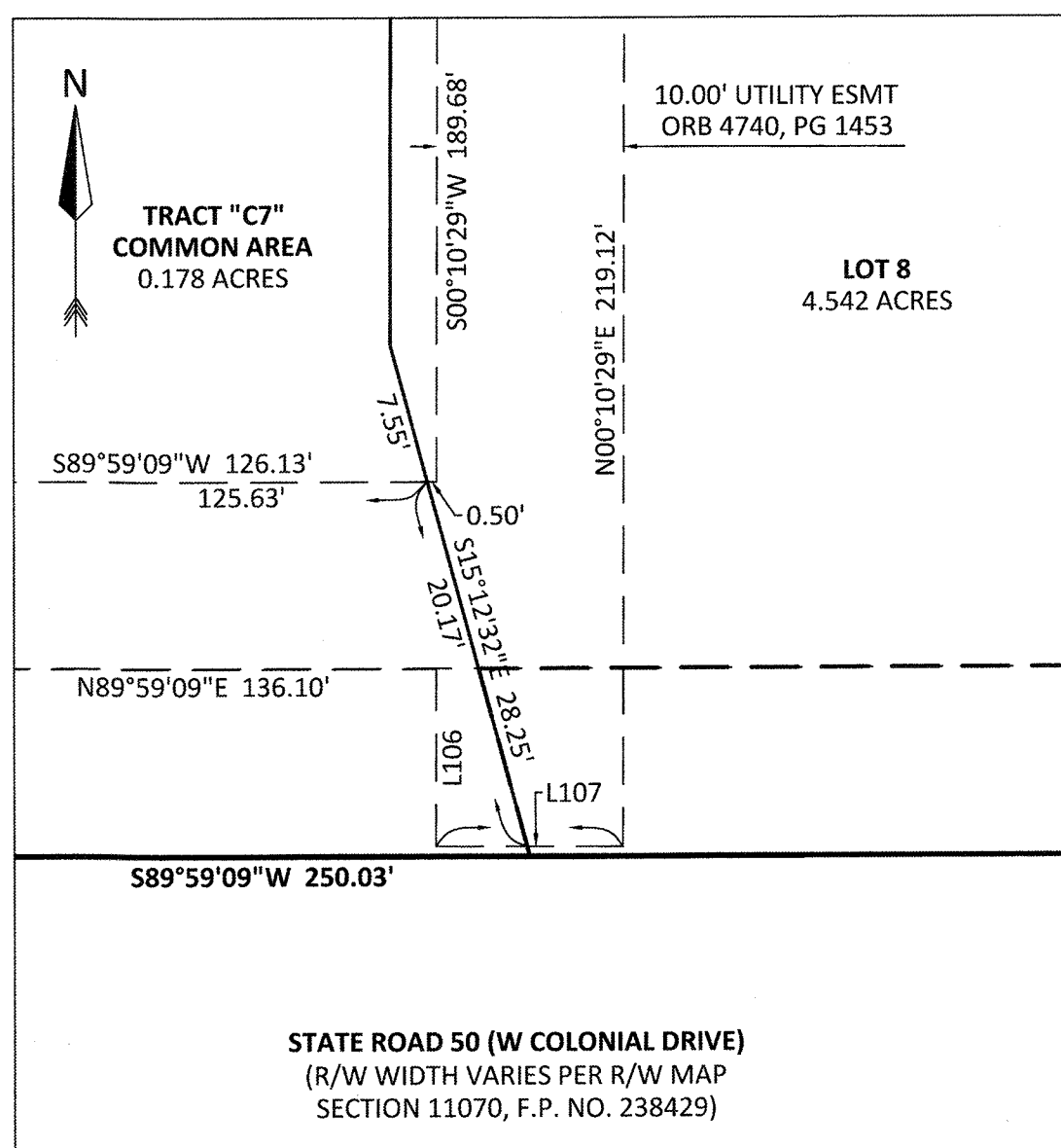
NO.	CURVE	CHART	ARC	CHORD	CHORD
	ANGLE	RADIUS	LENGTH	BEARING	DISTANCE
C3	68°51'06"	46.05'	55.33'	S43°08'12"W	52.06'
C56	70°50'10"	56.05'	69.29'	S43°18'45"W	64.96'
C57	85°50'03"	17.60'	26.37'	N45°39'37"E	23.97'

DETAIL "BB" - 1" = 20'

LINE CHART
L94 N00°00'16"W 55.00'
L95 S00°00'16"E 65.00'
L98 N89°26'57"W 28.15'
L99 S00°33'03"W 10.00'
L100 S89°26'57"E 28.15'
L106 S00°10'29"W 9.45'
L107 S89°49'31"E 10.00'

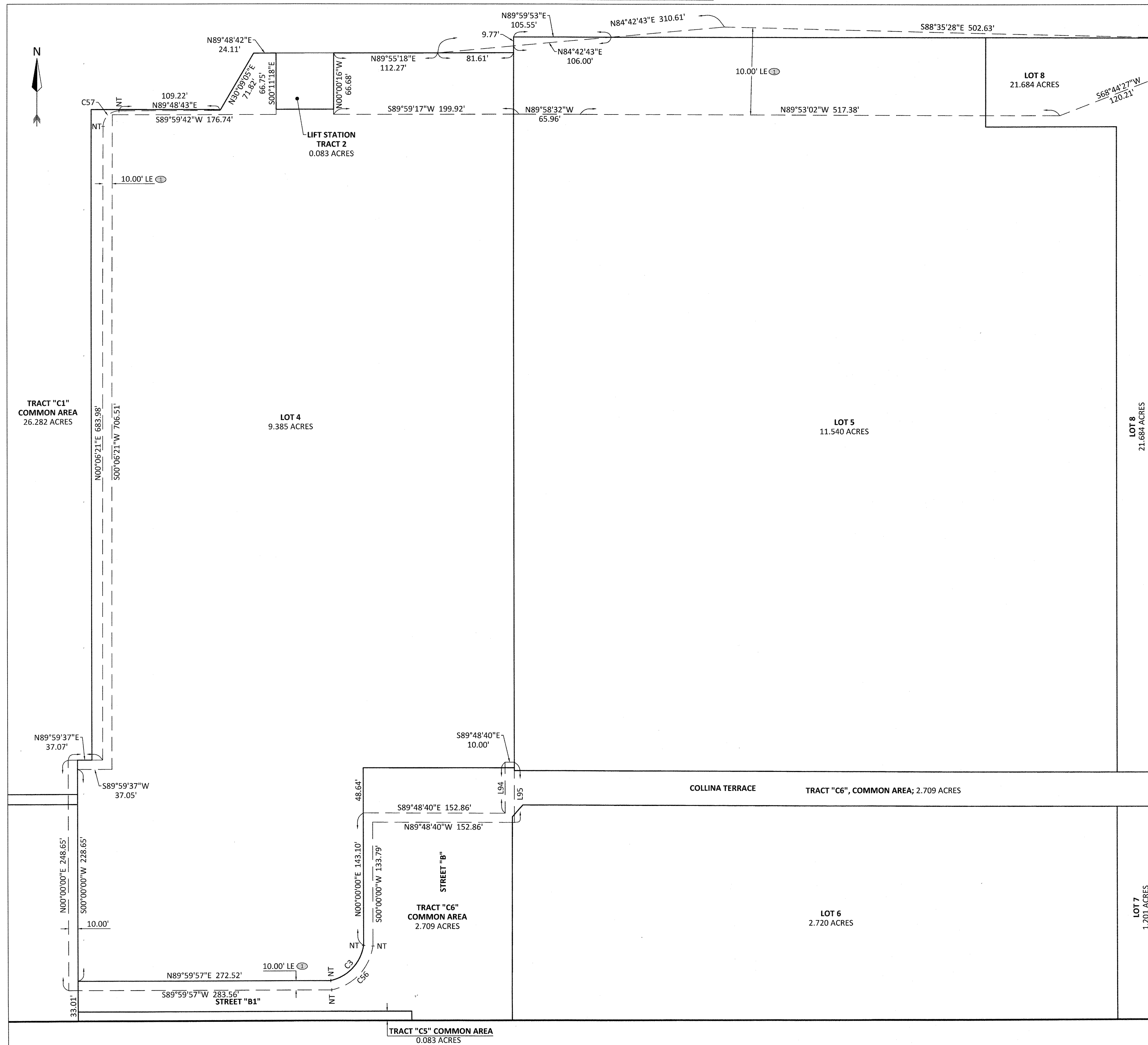


DETAIL "EE" - 1" = 10'



LEGEND

- AE - ACCESS EASEMENT
- CCR - CERTIFIED CORNER RECORD
- C - CENTERLINE SYMBOL
- CM - CONCRETE MONUMENT
- DE - DRAINAGE EASEMENT
- DIST. ESMT - DISTRIBUTION EASEMENT
- DULE - DRAINAGE, UTILITY, & LANDSCAPE EASEMENT
- ① - EASEMENT IDENTIFIER NUMBER
- ESMT - EASEMENT
- FND - FOUND
- LB - LICENSED BUSINESS
- LE - LANDSCAPE EASEMENT
- N&D - NAIL & DISK
- NT - NON-TANGENT
- ORB - OFFICIAL RECORDS BOOK
- PB - PLAT BOOK
- PC - POINT OF CURVATURE
- PCC - POINT OF COMPOUND CURVATURE
- PG - PAGE
- POB - POINT OF BEGINNING
- POC - POINT OF COMMENCEMENT
- PRC - POINT OF REVERSE CURVATURE
- PRM - PERMANENT REFERENCE MONUMENT
- PSM - PROFESSIONAL SURVEYOR & MAPPER
- PT - POINT OF TANGENCY
- R/W - RIGHT-OF-WAY
- RWE - RETAINING WALL EASEMENT
- (T) - TOTAL
- - 4"x4" CONCRETE MONUMENT WITH A DISC MARKED "PRM LB 4475", UNLESS OTHERWISE NOTED.
- ⊙ - A NAIL WITH A DISC WITH MARKED "PRM LB 4475", UNLESS OTHERWISE NOTED.





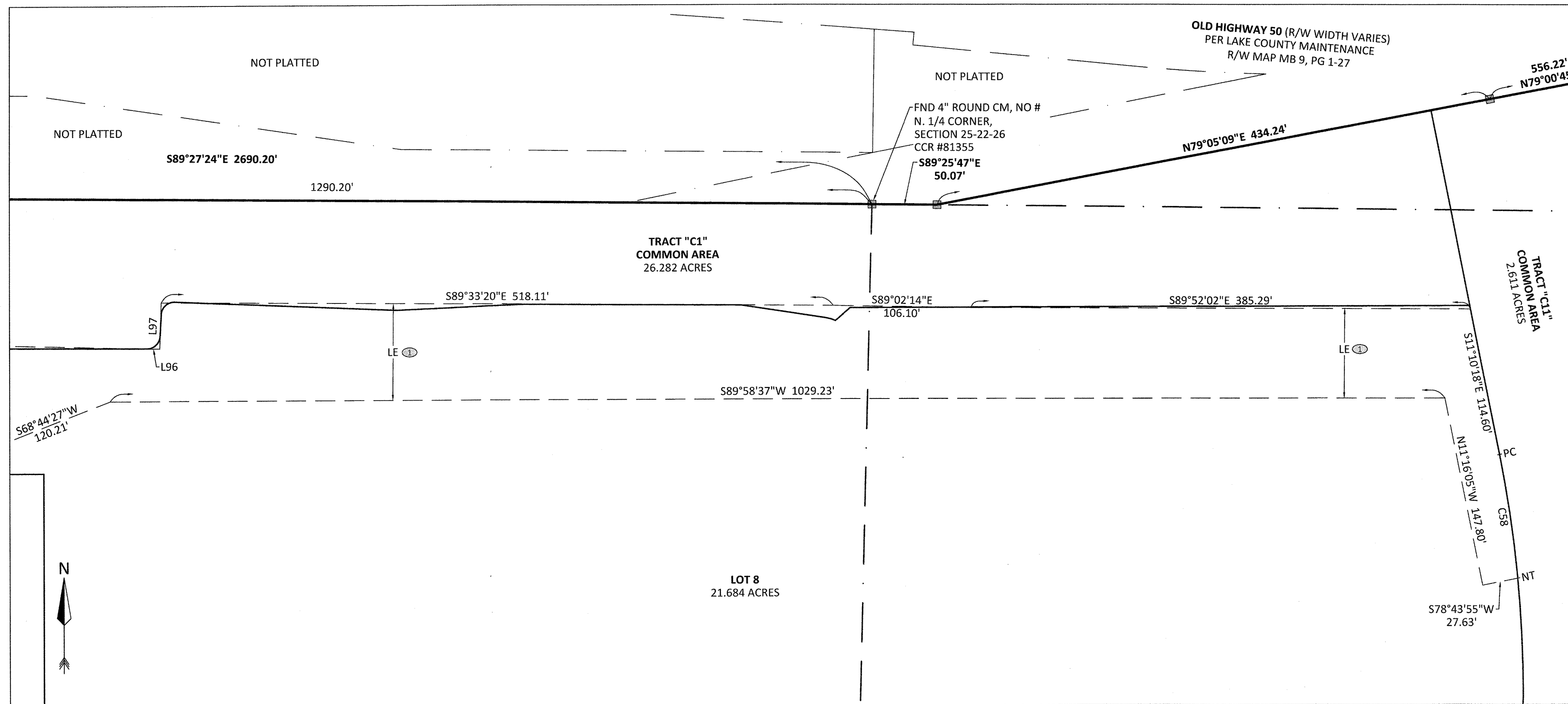
PLAZA COLLINA

A REPLAT OF A PORTION OF LOTS 3 THROUGH 14 AND VACATED UNNAMED ROAD ON EAST, LAKE HIGHLANDS COMPANY, PLAT BOOK 3, PAGE 50, AND A PORTION OF NORTHEAST 1/4 OF THE NORTHEAST 1/4 SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST AND EAST 1/2 OF SOUTH 3/4 OF SOUTH 1/2 OF SOUTHEAST 1/4, SECTION 24, TOWNSHIP 22 SOUTH, RANGE 26 EAST, REPLAT OF A PART OF A REPLAT OF PART OF EDGEWATER BEACH, PLAT BOOK 10, PAGE 44, ALL OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, ALL LYING IN SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 22 SOUTH, RANGE 26 EAST, AND NORTH 1/2 OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA

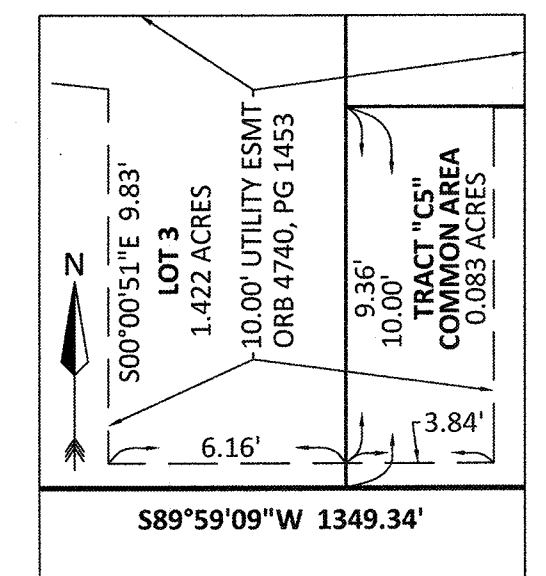
EASEMENT DETAIL PAGE

① - DENOTES EASEMENTS CREATED BY OFFICIAL RECORDS BOOK 4681, PAGE 1760, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AS AMENDED.

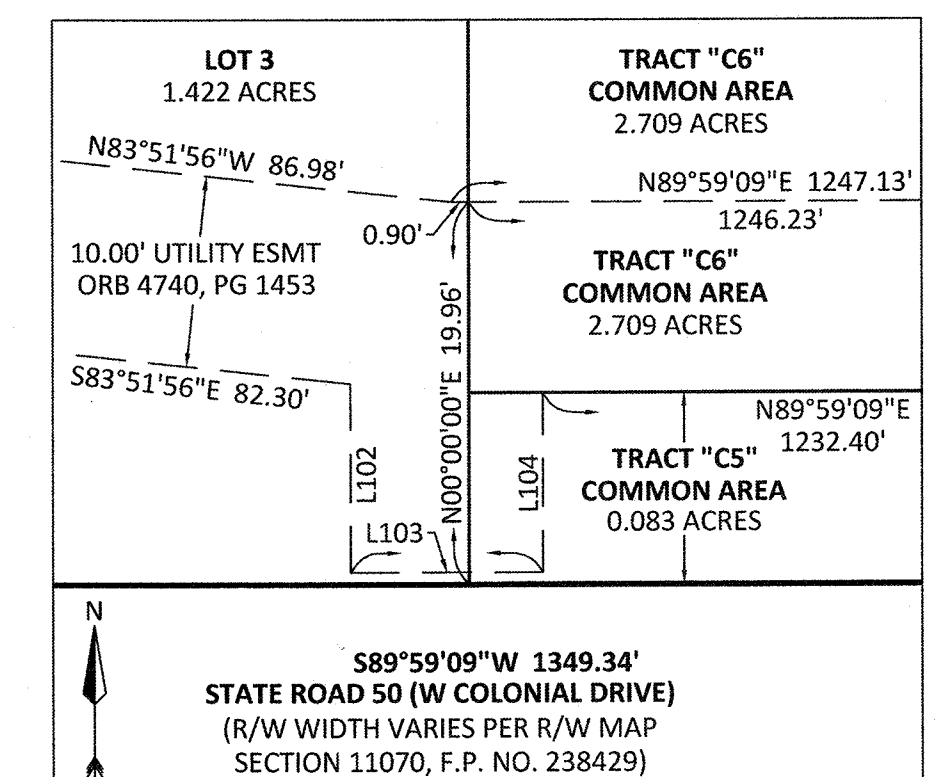
DETAIL "X" - 1" = 60'



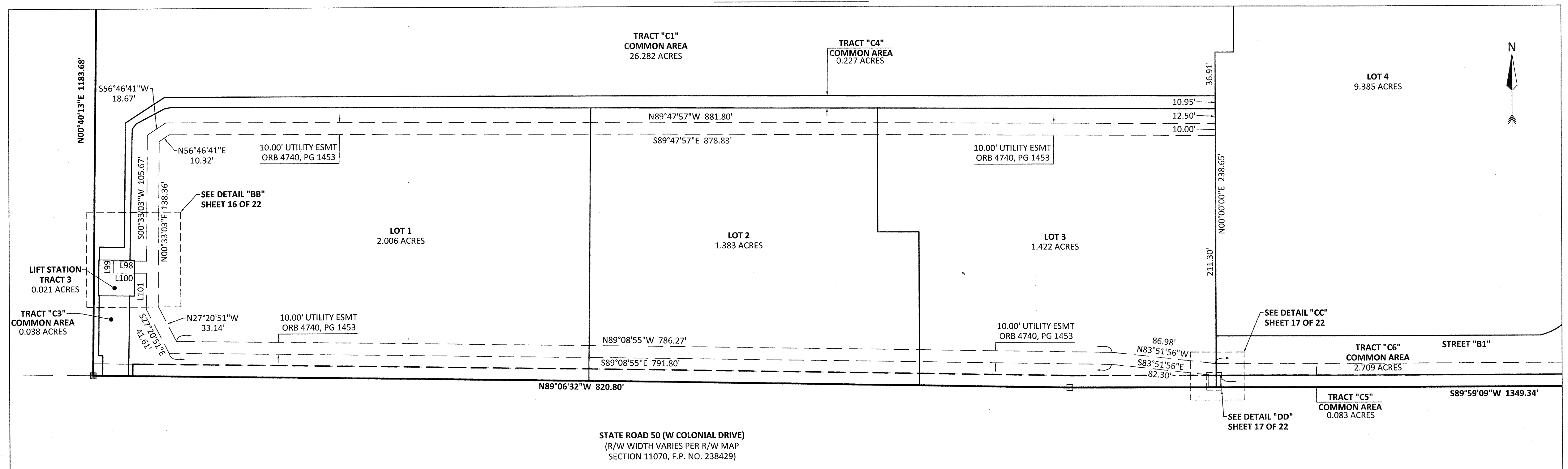
DETAIL "DD" - 1" = 10'



DETAIL "CC" - 1" = 10'



DETAIL "Y" - 1" = 50'



LEGEND

- | | |
|---|---|
| AE | - ACCESS EASEMENT |
| CCR | - CERTIFIED CORNER RECORD |
|  | - CENTERLINE SYMBOL |
| CM | - CONCRETE MONUMENT |
| DE | - DRAINAGE EASEMENT |
| DIST. ESMT | - DISTRIBUTION EASEMENT |
| DULE | - DRAINAGE, UTILITY,
& LANDSCAPE EASEMENT |
|  | - EASEMENT IDENTIFIER NUMBER |
| ESMT | - EASEMENT |
| FND | - FOUND |
| LB | - LICENSED BUSINESS |
| LE | - LANDSCAPE EASEMENT |
| N&D | - NAIL & DISK |
| NT | - NON-TANGENT |
| ORB | - OFFICIAL RECORDS BOOK |
| PB | - PLAT BOOK |
| PC | - POINT OF CURVATURE |
| PCC | - POINT OF COMPOUND CURVATURE |
| PG | - PAGE |
| POB | - POINT OF BEGINNING |
| POC | - POINT OF COMMENCEMENT |
| PRC | - POINT OF REVERSE CURVATURE |
| PRM | - PERMANENT REFERENCE MONUMENT |
| PSM | - PROFESSIONAL SURVEYOR & MAPPER |
| PT | - POINT OF TANGENCY |
| R/W | - RIGHT-OF-WAY |
| RWE | - RETAINING WALL EASEMENT |
| (T) | - TOTAL |
|  | - "NAIL" CONCRETE MONUMENT WITH A DISC |
| MARKED | "PRM LB 4475", UNLESS OTHERWISE NOTED. |
| © | - A NAIL WITH A DISC WITH MARKED "PRM LB 4475", UNLESS OTHERWISE NOTED. |



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PLAZA COLLINA

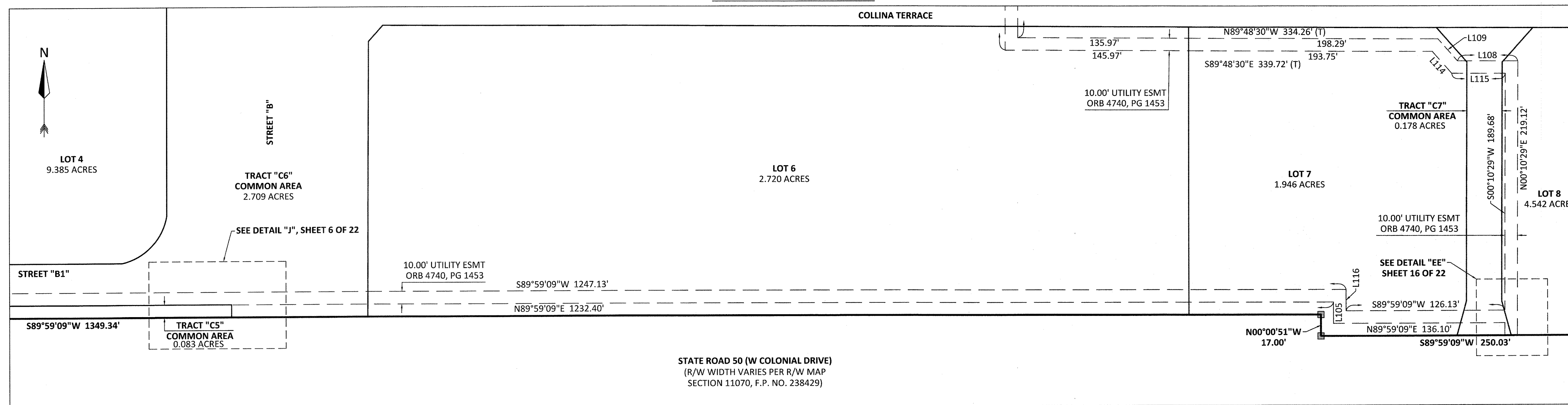
PLAT BOOK 76 PAGE 70

A REPLAT OF A PORTION OF LOTS 3 THROUGH 14 AND VACATED UNNAMED ROAD ON EAST, LAKE HIGHLANDS COMPANY, PLAT BOOK 3, PAGE 50, AND A PORTION OF NORTHEAST 1/4 OF THE NORTHEAST 1/4 SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST AND EAST 1/2 OF SOUTH 3/4 OF SOUTH 1/2 OF SOUTHEAST 1/4, SECTION 24, TOWNSHIP 22 SOUTH, RANGE 26 EAST, REPLAT OF A PART OF A REPLAT OF PART OF EDGEWATER BEACH, PLAT BOOK 10, PAGE 44, ALL OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, ALL LYING IN SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 22 SOUTH, RANGE 26 EAST, AND NORTH 1/2 OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA

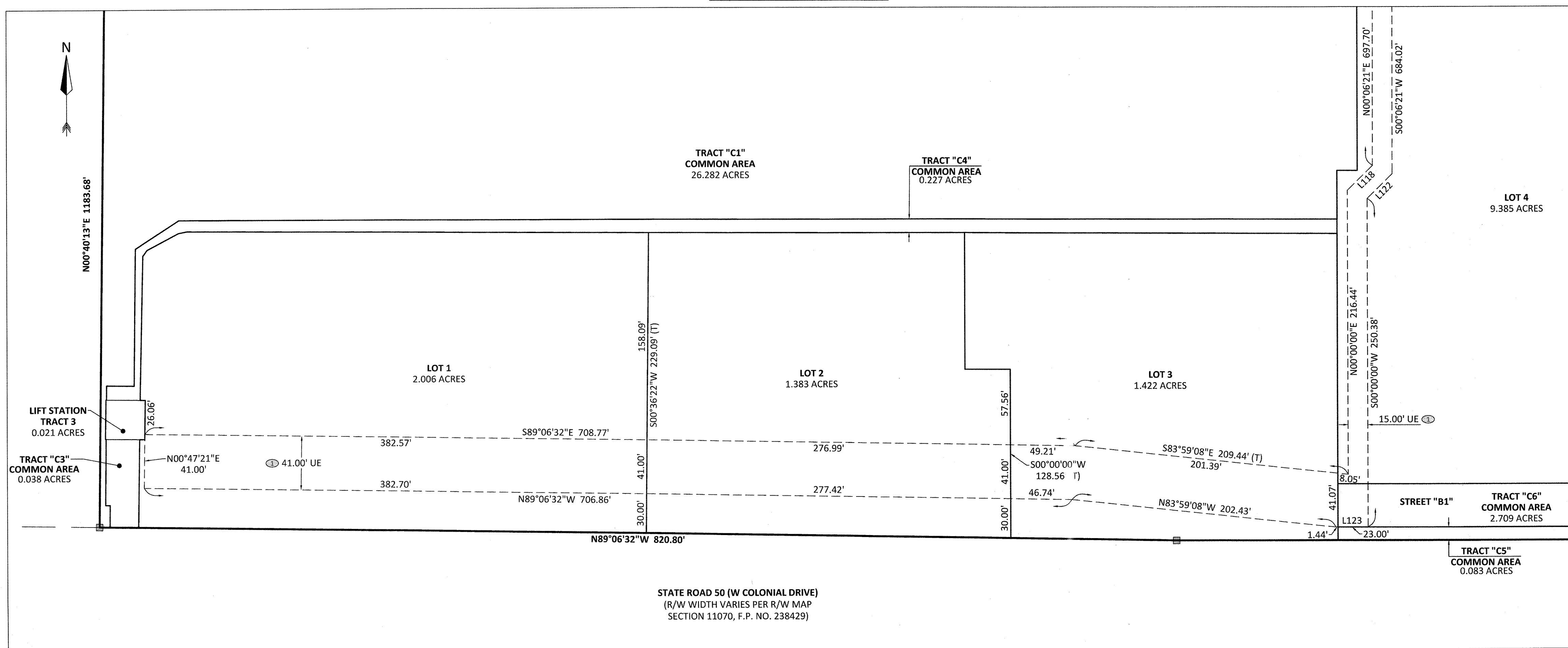
EASEMENT DETAIL PAGE

① - DENOTES EASEMENTS CREATED BY OFFICIAL RECORDS BOOK 4681, PAGE 1760, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AS AMENDED.

DETAIL "Z" - 1" = 50'



DETAIL "FF" - 1" = 50'



LEGEND

- AE - ACCESS EASEMENT
- CCR - CERTIFIED CORNER RECORD
- E - CENTERLINE SYMBOL
- CM - CONCRETE MONUMENT
- DE - DRAINAGE EASEMENT
- DIST. ESMT - DISTRIBUTION EASEMENT
- DULE - DRAINAGE, UTILITY, & LANDSCAPE EASEMENT
- ① - EASEMENT IDENTIFIER NUMBER
- ESMT - EASEMENT
- FND - FOUND
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- PCC - POINT OF COMPOUND CURVATURE
- PG - PAGE
- POB - POINT OF BEGINNING
- POC - POINT OF COMMENCEMENT
- PRC - POINT OF REVERSE CURVATURE
- PRM - PERMANENT REFERENCE MONUMENT
- PSM - PROFESSIONAL SURVEYOR & MAPPER
- PT - POINT OF TANGENCY
- R/W - RIGHT-OF-WAY
- RWE - RETAINING WALL EASEMENT
- (T) - TOTAL
- - 4"x4" CONCRETE MONUMENT WITH A DISC MARKED "PRM LB 4475", UNLESS OTHERWISE NOTED.
- - A NAIL WITH A DISC WITH MARKED "PRM LB 4475", UNLESS OTHERWISE NOTED.

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PLAZA COLLINA

PLAT BOOK 76 PAGE 71

A REPLAT OF A PORTION OF LOTS 3 THROUGH 14 AND VACATED UNNAMED ROAD ON EAST, LAKE HIGHLANDS COMPANY, PLAT BOOK 3, PAGE 50, AND A PORTION OF NORTHEAST 1/4 OF THE NORTHEAST 1/4 SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST AND EAST 1/2 OF SOUTH 3/4 OF SOUTH 1/2 OF SOUTHEAST 1/4, SECTION 24, TOWNSHIP 22 SOUTH, RANGE 26 EAST, REPLAT OF A PART OF A REPLAT OF PART OF EDGEWATER BEACH, PLAT BOOK 10, PAGE 44, ALL OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, ALL LYING IN SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 22 SOUTH, RANGE 26 EAST, AND NORTH 1/2 OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA

EASEMENT DETAIL PAGE

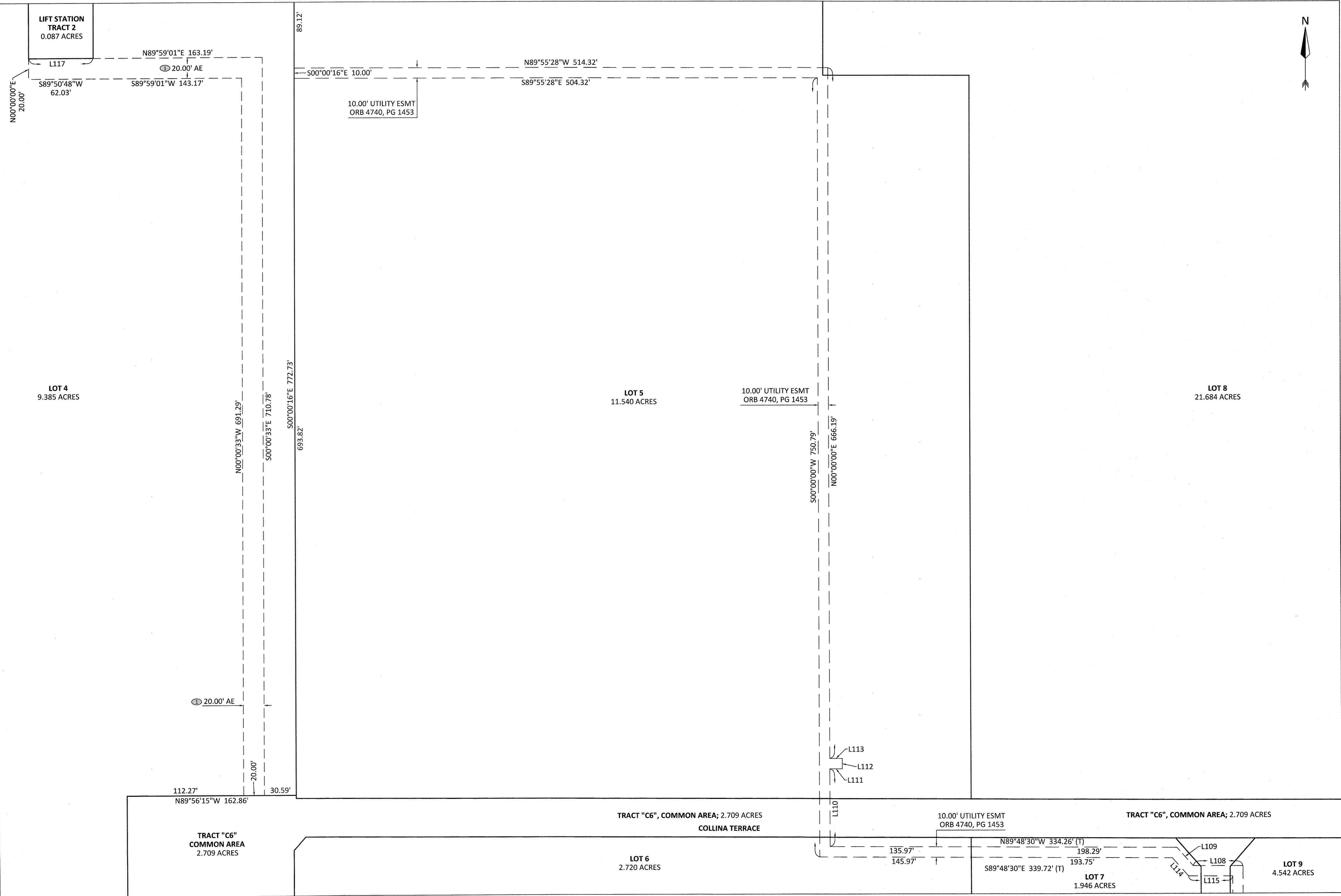
DETAIL "AA" - 1" = 50'

Ⓢ - DENOTES EASEMENTS CREATED BY OFFICIAL RECORDS BOOK 4681, PAGE 1760, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AS AMENDED.

LINE CHART
L108 N89°49'03"W 47.98'
L109 N41°13'17"W 23.50'
L110 N00°00'00"E 74.61'
L111 N90°00'00"E 12.00'
L112 N00°00'00"E 10.00'
L113 N90°00'00"W 12.00'
L114 S41°13'17"E 23.50'
L115 S89°49'03"E 42.50'
L117 N89°50'48"E 62.00'

LEGEND

- AE - ACCESS EASEMENT
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- DE - DRAINAGE EASEMENT
- DIST. ESMT - DISTRIBUTION EASEMENT
- DULE - DRAINAGE, UTILITY, & LANDSCAPE EASEMENT
- Ⓢ - EASEMENT IDENTIFIER NUMBER
- ESMT - EASEMENT
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- PG - PAGE
- POB - POINT OF BEGINNING
- POC - POINT OF COMMENCEMENT
- PRC - POINT OF REVERSE CURVATURE
- PRM - PERMANENT REFERENCE MONUMENT
- PSM - PROFESSIONAL SURVEYOR & MAPPER
- PT - POINT OF TANGENCY
- R/W - RIGHT-OF-WAY
- RWE - RETAINING WALL EASEMENT
- (T) - TOTAL
- - A 4"x4" CONCRETE MONUMENT WITH A DISC MARKED "PRM LB 4475", UNLESS OTHERWISE NOTED.
- Ⓢ - A NAIL WITH A DISC WITH MARKED "PRM LB 4475", UNLESS OTHERWISE NOTED.



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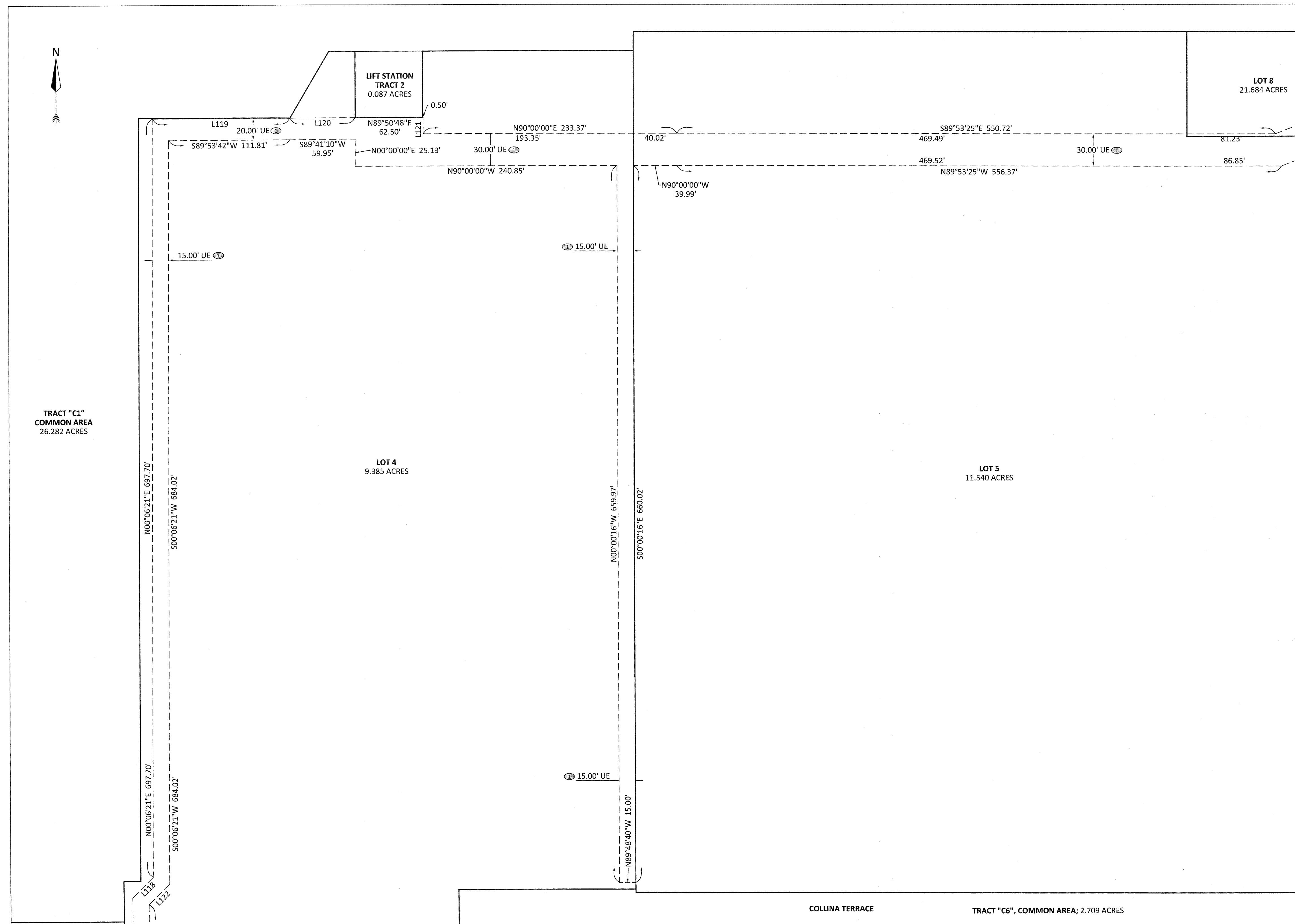
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EASEMENT DETAIL PAGE

① - DENOTES EASEMENTS CREATED BY OFFICIAL RECORDS BOOK 4681, PAGE 1760, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AS AMENDED.

DETAIL "GG" - 1" = 50'

LINE CHART
L118 N45°26'52"E 26.76'
L119 N89°53'42"E 126.70'
L120 N89°41'10"E 60.02'
L121 S00°00'00"W 15.29'
L122 S45°26'52"W 26.75'



LEGEND

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- RWE - RETAINING WALL EASEMENT
- (T) - TOTAL
- - A 4"x4" CONCRETE MONUMENT WITH A DISC MARKED "PRM LB 4475", UNLESS OTHERWISE NOTED.
- - A NAIL WITH A DISC WITH MARKED "PRM LB 4475", UNLESS OTHERWISE NOTED.



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PLAZA COLLINA

PLAT
BOOK

76

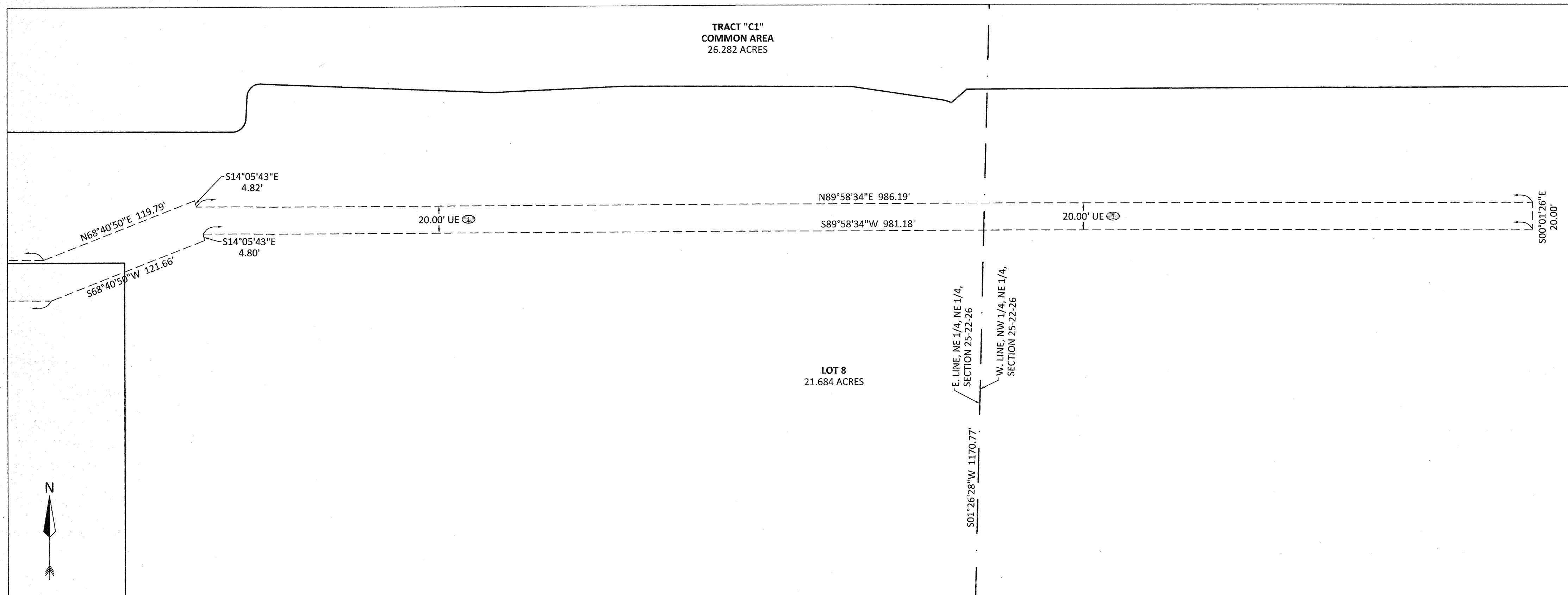
PAGE 73

A REPLAT OF A PORTION OF LOTS 3 THROUGH 14 AND VACATED UNNAMED ROAD ON EAST, LAKE HIGHLANDS COMPANY, PLAT BOOK 3, PAGE 50, AND A PORTION OF NORTHEAST 1/4 OF THE NORTHEAST 1/4 SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST AND EAST 1/2 OF SOUTH 3/4 OF SOUTH 1/2 OF SOUTHEAST 1/4, SECTION 24, TOWNSHIP 22 SOUTH, RANGE 26 EAST, REPLAT OF A PART OF A REPLAT OF PART OF EDGEWATER BEACH, PLAT BOOK 10, PAGE 44, ALL OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, ALL LYING IN SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 22 SOUTH, RANGE 26 EAST, AND NORTH 1/2 OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA

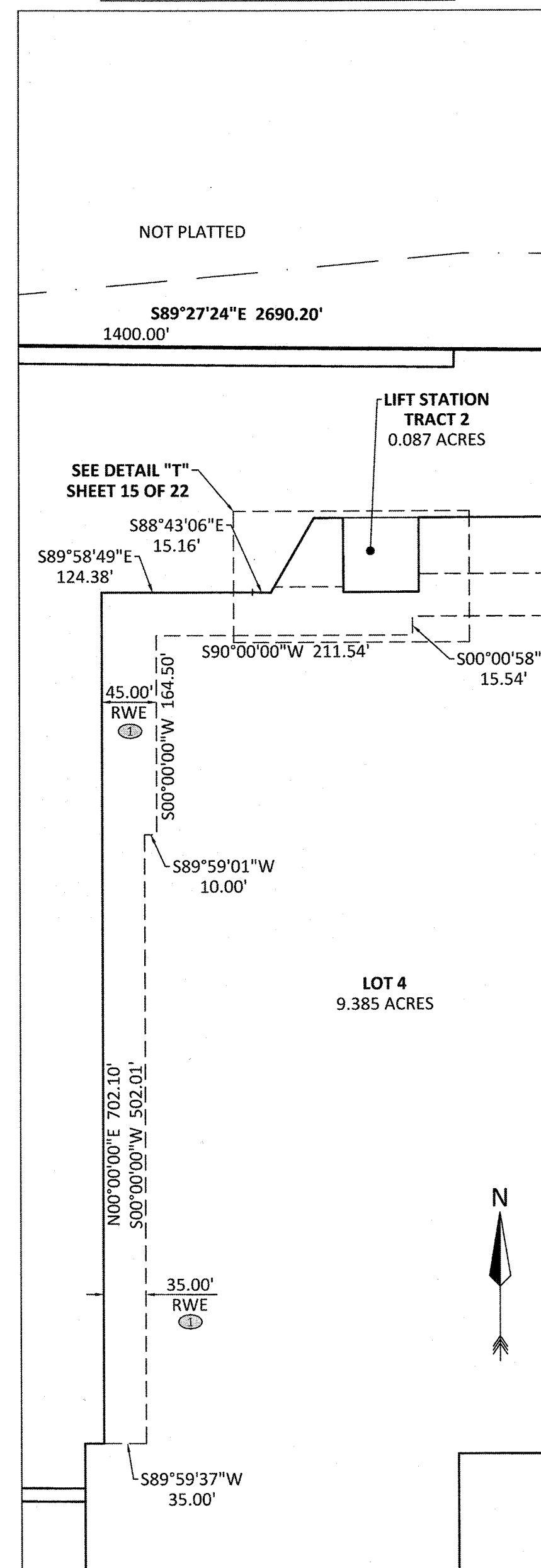
EASEMENT DETAIL PAGE

Ⓢ - DENOTES EASEMENTS CREATED BY OFFICIAL RECORDS BOOK 4681, PAGE 1760, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AS AMENDED.

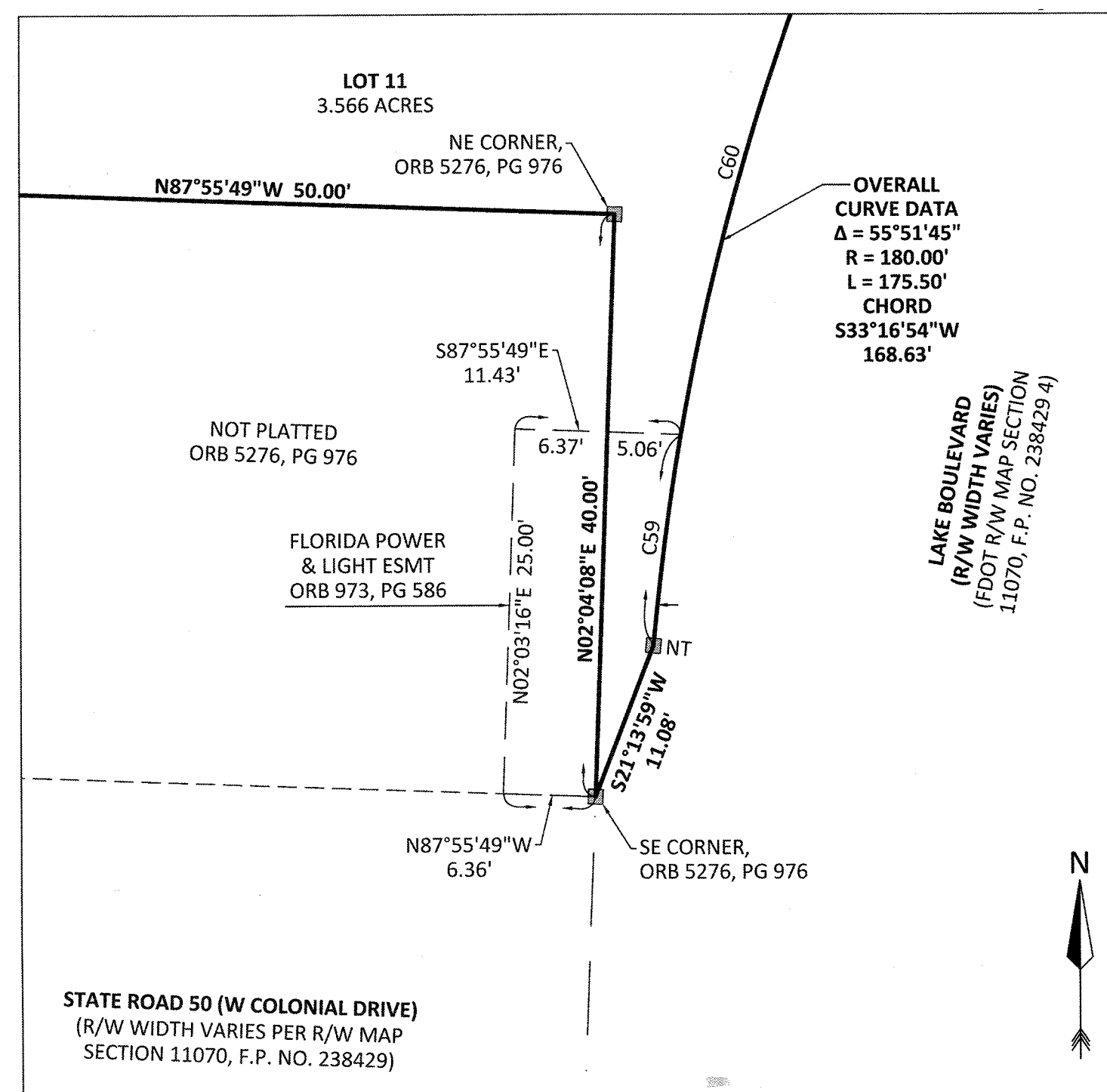
DETAIL "HH" - 1" = 50'



DETAIL "KK" - 1" = 100'



DETAIL "JJ" - 1" = 10'



LEGEND

- AE - ACCESS EASEMENT
- CCR - CERTIFIED CORNER RECORD
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- CM - CONCRETE MONUMENT
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- DIST. ESMT - DISTRIBUTION EASEMENT
- DULE - DRAINAGE, UTILITY,
& LANDSCAPE EASEMENT
- Ⓢ - EASEMENT IDENTIFIER NUMBER
- ESMT - EASEMENT
- FND - FOUND
- LB - LICENSED BUSINESS
- LE - LANDSCAPE EASEMENT
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- RWE - RETAINING WALL EASEMENT
- (T) - TOTAL
- - A 4"x4" CONCRETE MONUMENT WITH A DISC
MARKED "PRM LB 4475", UNLESS OTHERWISE NOTED.
- Ⓢ - A NAIL WITH A DISC WITH MARKED "PRM LB
4475", UNLESS OTHERWISE NOTED.

ACCURIGHT

ACCURIGHT SURVEYS OF ORLANDO INC., LB 4475
2012 E. Robinson Street, Orlando, Florida 32803
www.AccurightSurveys.net
ACCU@AccurightSurveys.net
PHONE: (407) 894-6314

PLAZA COLLINA

A REPLAT OF A PORTION OF LOTS 3 THROUGH 14 AND VACATED UNNAMED ROAD ON EAST, LAKE HIGHLANDS COMPANY, PLAT BOOK 3, PAGE 50, AND A PORTION OF NORTHEAST 1/4 OF THE NORTHEAST 1/4 SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST AND EAST 1/2 OF SOUTH 3/4 OF SOUTH 1/2 OF SOUTHEAST 1/4, SECTION 24, TOWNSHIP 22 SOUTH, RANGE 26 EAST, REPLAT OF A PART OF A REPLAT OF PART OF EDGEWATER BEACH, PLAT BOOK 10, PAGE 44, ALL OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, ALL LYING IN SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 22 SOUTH, RANGE 26 EAST, AND NORTH 1/2 OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA

NOTES

1. BEARINGS SHOWN HEREOF ARE RELATIVE TO ASSUMED DATUM, BASED ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 25-22-26, BEING: S89°27'24"E.

2. STATE PLANE COORDINATES VALUES SHOWN HEREON, FLORIDA STATE PLANE EAST NAD83 (1990), SHALL BE SUBORDINATE TO THE MONUMENTS, BEARINGS AND DISTANCES SHOWN ON THIS PLAT.

3. ■ - DENOTES A PERMANENT REFERENCE MONUMENT, A 4"x4" CONCRETE MONUMENT WITH A DISC MARKED "PRM LB 4475", UNLESS OTHERWISE NOTED.

4. ● - DENOTES A PERMANENT REFERENCE MONUMENT, A NAIL WITH A DISC WITH MARKED "PRM LB 4475", UNLESS OTHERWISE NOTED.

5. ALL CURVILINEAR LOT LINES ARE NON-RADIAL, UNLESS OTHERWISE NOTED.

6. THIS PLAT CONTAINS 12 LOTS AND 17 TRACTS FOR A TOTAL OF 29.

7. Ⓢ - DENOTES EASEMENTS CREATED BY OFFICIAL RECORDS BOOK 4681, PAGE 1760, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AS AMENDED.

8. Ⓢ - DENOTES DISTRIBUTION EASEMENT CREATED BY OFFICIAL RECORDS BOOK 4334, PAGE 544, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

9. Ⓢ - DENOTES UTILITY EASEMENT CREATED BY OFFICIAL RECORDS BOOK 3838, PAGE 1360, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

10. ALL TRACTS SHOWN ON THIS PLAT ARE OWNED AND MAINTAINED BY PLAZA COLLINA COMMON AREA HOLDINGS, LLC.

11. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

12. PART OF ALL OF THIS PLAT IS SUBJECT TO RECIPROCAL EASEMENT AGREEMENT BY AND BETWEEN PLAZA COLLINA (ORLANDO) ASL VI, L.L.P. AND BYBLOS CLERMONT, LLC RECORDED JULY 23, 2010 IN OFFICIAL RECORDS BOOK 3930, PAGE 1338, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. **(CANNOT BE SHOWN.)**

13. THIS PLAT IS SUBJECT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS, WHICH CONTAINS PROVISIONS FOR A PRIVATE CHARGE OR ASSESSMENTS, RECORDED SEPTEMBER 18, 2015 IN OFFICIAL RECORDS BOOK 4681, PAGE 1760, AS SUPPLEMENTED BY THAT CERTAIN SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND EASEMENTS FOR PLAZA COLLINA RECORDED SEPTEMBER 22, 2015 IN OFFICIAL RECORDS BOOK 4682, PAGE 2261, AND AS FURTHER AMENDED BY THAT CERTAIN AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND EASEMENTS FOR PLAZA COLLINA RECORDED APRIL 17, 2018 IN OFFICIAL RECORDS BOOK 5096, PAGE 562; SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND EASEMENTS FOR PLAZA COLLINA RECORDED MAY 2, 2019 IN OFFICIAL RECORDS BOOK 5272, PAGE 1649; AND THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND EASEMENTS FOR PLAZA COLLINA RECORDED JULY 8, 2019 IN OFFICIAL RECORDS BOOK 5305, PAGE 756, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, 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). **(SHOWN HEREON.)**

14. PART OF ALL OF THIS PLAT IS SUBJECT TO EASEMENT FROM BLUE WATER EXPRESS WASH 6, LLC IN FAVOR OF DUKE ENERGY FLORIDA, LLC RECORDED MAY 17, 2018 IN OFFICIAL RECORDS BOOK 5111, PAGE 491, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. **(CANNOT BE SHOWN.)**

15. THIS PLAT IS SUBJECT TO EASEMENT GRANTED TO FLORIDA POWER & LIGHT COMPANY BY INSTRUMENT RECORDED JUNE 20, 1988 IN OFFICIAL RECORDS BOOK 973, PAGE 586, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. **(SHOWN HEREON.)**

16. THIS PLAT IS SUBJECT TO NON-EXCLUSIVE UTILITY EASEMENT IN FAVOR OF CITY OF CLERMONT, ACCORDING TO INSTRUMENT RECORDED OCTOBER 11, 1997 IN OFFICIAL RECORDS BOOK 1554, PAGE 2430 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. **(SHOWN HEREON.)**

17. THIS PLAT IS SUBJECT TO NON-EXCLUSIVE EASEMENT IN FAVOR OF LAKE COUNTY RECORDED OCTOBER 12, 2005 IN OFFICIAL RECORDS BOOK 2976, PAGE 513, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. **(SHOWN HEREON.)**

18. THIS PLAT IS SUBJECT TO CONSERVATION EASEMENT IN FAVOR OF ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, A PUBLIC BODY EXISTING UNDER CHAPTER 373, FLORIDA STATUTES RECORDED SEPTEMBER 23, 2008 IN OFFICIAL RECORDS BOOK 3680, PAGE 1018, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. **(SHOWN HEREON.)**

19. THIS PLAT IS SUBJECT TO PUBLIC UTILITY EASEMENT IN FAVOR OF THE CITY OF CLERMONT RECORDED NOVEMBER 6, 2009 IN OFFICIAL RECORDS BOOK 3838, PAGE 1360, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. **(SHOWN HEREON.)**

20. THIS PLAT IS SUBJECT TO RECIPROCAL EASEMENT AGREEMENT BY AND BETWEEN PLAZA COLLINA (ORLANDO) ASL VI, L.L.P. AND BYBLOS CLERMONT, LLC RECORDED JULY 23, 2010 IN OFFICIAL RECORDS BOOK 3930, PAGE 1338, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. **(CONTAINS BLANKET EASEMENTS.)**

21. THIS PLAT IS SUBJECT TO TEMPORARY CONSTRUCTION EASEMENT AND PERMANENT SLOPE AND MAINTENANCE EASEMENT BY AND BETWEEN CLERMONT MOTOR SALES, LLC AND PLAZA COLLINA (ORLANDO) ASL VI, LLP RECORDED NOVEMBER 22, 2011 IN OFFICIAL RECORDS BOOK 4096, PAGE 2133, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. **(SHOWN HEREON.)**

22. THIS PLAT IS SUBJECT TO DISTRIBUTION EASEMENT IN FAVOR OF DUKE ENERGY FLORIDA, INC., D.B.A DUKE ENERGY RECORDED JUNE 6, 2013 IN OFFICIAL RECORDS BOOK 4334, PAGE 544, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. **(SHOWN HEREON.)**

23. THIS PLAT IS SUBJECT TO EASEMENT FROM DON MEALEY AUTOMOTIVE, LLC IN FAVOR OF DUKE ENERGY, FLORIDA RECORDED FEBRUARY 12, 2016 IN OFFICIAL RECORDS BOOK 4740, PAGE 1446, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. **(SHOWN HEREON.)**

24. THIS PLAT IS SUBJECT TO EASEMENT IN FAVOR OF DUKE ENERGY FLORIDA, LLC D/B/A DUKE ENERGY RECORDED FEBRUARY 12, 2016 IN OFFICIAL RECORDS BOOK 4740, PAGE 1453, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. **(SHOWN HEREON.)**

25. THIS PLAT IS SUBJECT TO EASEMENT FROM HYUNDAI OF CENTRAL FLORIDA, LLC IN FAVOR OF DUKE ENERGY FLORIDA, LLC RECORDED MAY 1, 2017 IN OFFICIAL RECORDS BOOK 4937, PAGE 1420, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. **(SHOWN HEREON.)**

26. PART OF ALL OF THIS PLAT IS SUBJECT TO EASEMENT FROM FIFTY WEST REALTY, LLC IN FAVOR OF DUKE ENERGY FLORIDA, LLC RECORDED JULY 8, 2019 IN OFFICIAL RECORDS BOOK 5305, PAGE 986, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. **(CANNOT BE SHOWN.)**

27. PART OF ALL OF THIS PLAT IS SUBJECT TO WATER AND SEWER UTILITIES AGREEMENT BETWEEN THE CITY OF CLERMONT AND LAKE COUNTY GATEWAY, LLC RECORDED APRIL 21, 2006 IN OFFICIAL RECORDS BOOK 3142, PAGE 359, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. **(CANNOT BE SHOWN.)**

28. PART OF ALL OF THIS PLAT IS SUBJECT TO PLAZA COLLINA DRI TRANSPORTATION PROPORTIONATE SHARE AGREEMENT, WHICH INCLUDES PAYMENT TO THE FLORIDA DEPARTMENT OF TRANSPORTATION, BETWEEN LAKE COUNTY GATEWAY, LLC AND STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RECORDED APRIL 26, 2007 IN OFFICIAL RECORDS BOOK 3419, PAGE 996 AS AMENDED BY FIRST AMENDMENT TO PLAZA COLLINA DRI TRANSPORTATION PROPORTIONATE SHARE AGREEMENT RECORDED SEPTEMBER 30, 2009 IN OFFICIAL RECORDS BOOK 3824, PAGE 1753; SECOND AMENDMENT TO PLAZA COLLINA DRI TRANSPORTATION PROPORTIONATE SHARE AGREEMENT RECORDED SEPTEMBER 30, 2009 IN OFFICIAL RECORDS BOOK 3824, PAGE 1762; THIRD AMENDMENT TO PLAZA COLLINA DRI TRANSPORTATION PROPORTIONATE SHARE AGREEMENT RECORDED SEPTEMBER 30, 2009 IN OFFICIAL RECORDS BOOK 3824, PAGE 1768; AND FOURTH AMENDMENT TO PLAZA COLLINA DRI TRANSPORTATION PROPORTIONATE SHARE AGREEMENT RECORDED SEPTEMBER 30, 2009 IN OFFICIAL RECORDS BOOK 3824, PAGE 1775; RATIFICATION OF FOURTH AMENDMENT TO PLAZA COLLINA DRI TRANSPORTATION PROPORTIONATE SHARE AGREEMENT RECORDED JULY 23, 2010 IN OFFICIAL RECORDS BOOK 3930, PAGE 1333, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. **(CANNOT BE SHOWN.)**

29. PART OF ALL OF THIS PLAT IS SUBJECT TO RESERVATIONS AND CONDITIONS CONTAINED IN THAT CERTAIN DEED IN FAVOR OF PLAZA COLLINA COMMON AREA HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY RECORDED NOVEMBER 21, 2016 IN OFFICIAL RECORDS BOOK 4865, PAGE 1739, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. **(CANNOT BE SHOWN.)**

30. PART OF ALL OF THIS PLAT IS SUBJECT TO CITY OF CLERMONT RESOLUTION NO. 2015-08 RECORDED JULY 21, 2015 IN OFFICIAL RECORDS BOOK 4654, PAGE 1514, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. **(CANNOT BE SHOWN.)**

31. PART OF ALL OF THIS PLAT IS SUBJECT TO SHORT FORM CONDITIONAL USE PERMIT RECORDED JULY 21, 2015 IN BOOK 4654, PAGE 1513 AND CITY OF CLERMONT RESOLUTION NO. 2015-08 GRANTING A CONDITIONAL USE PERMIT TO ALLOW A MIXED USE PLANNED UNIT DEVELOPMENT IN THE URBAN ESTATE ZONING DISTRICT RECORDED JULY 21, 2015 IN OFFICIAL RECORDS BOOK 4654, PAGE 1514; AS AFFECTED BY THE ASSIGNMENT BY AND BETWEEN PLAZA COLLINA (ORLANDO) ASLVI VI, L.L.L.P. IN FAVOR OF DON MEALEY AUTOMOTIVE, LLC RECORDED SEPTEMBER 22, 2015 IN OFFICIAL RECORDS BOOK 4682, PAGE 2254, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. **(CANNOT BE SHOWN.)**

32. PART OF ALL OF THIS PLAT IS SUBJECT TO ASSIGNMENT OF ENTITLEMENTS IN FAVOR HYUNDAI OF CENTRAL FLORIDA, LLC RECORDED APRIL 11, 2016 IN OFFICIAL RECORDS BOOK 4764, PAGE 2191 AND AMENDMENT TO ASSIGNMENT RECORDED DECEMBER 17, 2020 IN OFFICIAL RECORDS BOOK 5603, PAGE 1390, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. **(CANNOT BE SHOWN.)**

33. PART OF ALL OF THIS PLAT IS SUBJECT TO NON-TAXABLE AGREEMENT NOT TO ENCUMBER OR TRANSFER PROPERTY EXECUTED BY DON MEALEY AUTOMOTIVE, LLC RECORDED JULY 13, 2016 IN OFFICIAL RECORDS BOOK 4805, PAGE 2259, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. **(CANNOT BE SHOWN.)**

34. PART OF ALL OF THIS PLAT IS SUBJECT TO SHORT FORM CONDITIONAL USE PERMIT AS TO PROPERTY DESCRIBED AS ALTERNATIVE KEY 3906281 RECORDED JANUARY 10, 2018 IN OFFICIAL RECORDS BOOK 5052, PAGE 672, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. **(CANNOT BE SHOWN.)**

35. BROKERS COMMISSION NOTICE UNDER FLORIDA COMMERCIAL REAL ESTATE SALES COMMISSION LIEN ACT RECORDED JULY 27, 2021 IN OFFICIAL RECORDS BOOK 5760, PAGE 313, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. **(CANNOT BE SHOWN.)**

36. MORTGAGEES JOINDER AND CONSENT TO DEDICATION'S BY WELLS FARGO BANK, NATIONAL ASSOCIATION ON BEHALF OF PLAZA COLLINA (ORLANDO) ASL VI, LLP TO BE RECORDED BY SEPARATE INSTRUMENT IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

37. MORTGAGEES JOINDER AND CONSENT TO DEDICATION'S BY BANK OF AMERICA ON BEHALF OF DON MEALEY AUTOMOTIVE, LLC TO BE RECORDED BY SEPARATE INSTRUMENT IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

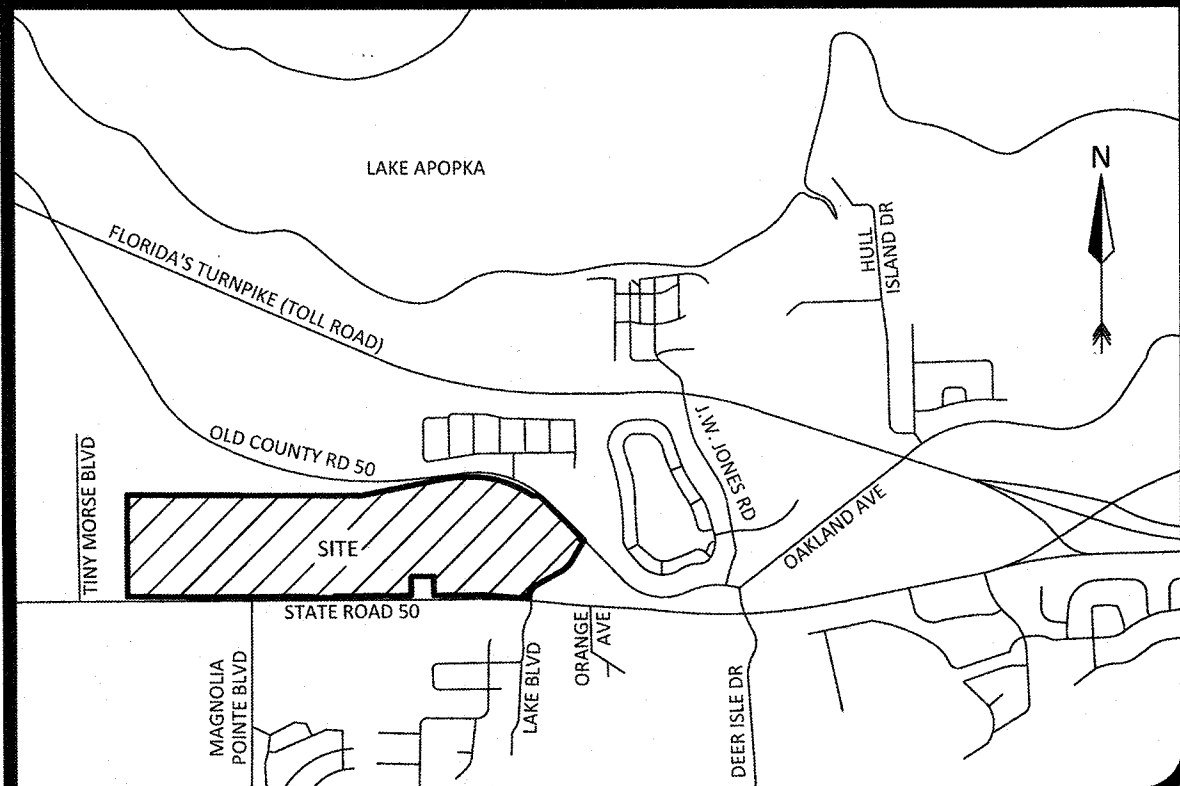
38. MORTGAGEES JOINDER AND CONSENT TO DEDICATION'S BY WELLS FARGO BANK, NATIONAL ASSOCIATION ON BEHALF OF HYUNDAI OF CENTRAL FLORIDA, LLC TO BE RECORDED BY SEPARATE INSTRUMENT IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

39. MORTGAGE OF REAL ESTATE, SECURITY AGREEMENT AND FIXTURE FILING (COLLATERAL INCLUDES FIXTURES) EXECUTED BY CFCW PROPCO CLERMONT, LLC, A FLORIDA LIMITED LIABILITY COMPANY IN FAVOR OF TRUIST BANK RECORDED AUGUST 26, 2021 IN OFFICIAL RECORDS BOOK 5780, PAGE 2478, TOGETHER WITH ASSIGNMENT OF LEASES AND RENTS RECORDED AUGUST 26, 2021 IN OFFICIAL RECORDS BOOK 5781, PAGE 1, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

LEGEND

- AE - ACCESS EASEMENT
- CCR - CERTIFIED CORNER RECORD
- CL - CENTERLINE SYMBOL
- CM - CONCRETE MONUMENT
- DE - DRAINAGE EASEMENT
- DIST. ESMT - DISTRIBUTION EASEMENT
- DULE - DRAINAGE, UTILITY, & LANDSCAPE EASEMENT
- ESMT - EASEMENT IDENTIFIER NUMBER
- FND - FOUND
- LB - LICENSED BUSINESS
- LE - LANDSCAPE EASEMENT
- N&D - NAIL & DISK
- NT - NON-TANGENT
- ORB - OFFICIAL RECORDS BOOK
- PB - PLAT BOOK
- PC - POINT OF CURVATURE
- PCC - POINT OF COMPOUND CURVATURE
- PG - PAGE
- POB - POINT OF BEGINNING
- POC - POINT OF COMMENCEMENT
- PRC - POINT OF REVERSE CURVATURE
- PRM - PERMANENT REFERENCE MONUMENT
- PSM - PROFESSIONAL SURVEYOR & MAPPER
- PT - POINT OF TANGENCY
- R/W - RIGHT-OF-WAY
- RWE - RETAINING WALL EASEMENT
- (T) - TOTAL
- - A 4"x4" CONCRETE MONUMENT WITH A DISC MARKED "PRM LB 4475", UNLESS OTHERWISE NOTED.
- - A NAIL WITH A DISC WITH MARKED "PRM LB 4475", UNLESS OTHERWISE NOTED.

VICINITY MAP (NOT TO SCALE)





CITY OF CLERMONT

CONDITIONAL USE PERMIT APPLICATION

Date 9/11/23		FEE: \$845 + cost of advertisement + cost of traffic review (if necessary)	
Project Name (if applicable) Plaza Collina PUD POD F and H Amendment			
Applicant KPM Franklin			
Contact Person Allyson Williams			
Address 6300 Hazeltine National Drive		City Orlando	State FL Zip 32822
Telephone 407-554-4067		Fax	
Email awilliams@kpmfranklin.com			
OWNER INFORMATION ☐ (Check box if owner information is same as applicant)			
Owner's Name WMG Development, LLC			
Owner Address 270 W Plant Street		City Winter Garden	State FL Zip 34787
Telephone		Fax	
PROPERTY INFORMATION			
Address of Subject Property 0 Unassigned		City Clermont	State FL Zip
General Location Property is located on the north side of SR 50 east of Magnolia Pointe Boulevard and west of Lake Boulevard.			
Legal Description & Alternate Key (include copy of survey) ALT KEY ID 3938032 ALT KEY ID 3938034 ALT KEY ID 3938035 Legal Description provided in word document			
Land Use (City verification required) Master Planned Development			
Zoning (City verification required) UE Urban Estate Low Density			



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.

"We are seeking a PUD amendment as it relates to the Plaza Collina PUD Resolution No. 2015-08 to allow for the use of shared drive aisles and limited landscape buffers on Pods E, F and H. Per Resolution 2015-08, Pods E, F and H are bulk outparcel development tracts along State Road 50 in the Plaza Collina PUD. The current resolution only addresses the landscape buffers for the Pods along State Road 50 and the frontage roads (east, west and north) that bound each Pod. However, the PUD does not address internal landscaping of platted lots within the Pods. In order to better facilitate the interconnectivity of parcels within Pods E, F and H and decrease the number of driveway cuts along the north frontage road, we would like to provide an exception to the Land Development Code requirement of 10 foot landscape buffers along property lines and allow for shared drive aisles.

We propose an amendment to Section 6 to include the following subparagraph:

"5. In order to provide interconnectivity to the maximum extent feasible, internal lot lines of Pods E, F and H, internal landscape buffers shall not be required between subdivided or replatted development lots within Pods E, F and H. Perimeter landscaping of each Pod shall meet all applicable landscape and buffer requirements set forth in the PUD and/or Land Development Code.

Allyson Williams

Applicant Name (print)

Professional Resources Development, Inc.

Owner Name (print)

x [Signature]
Applicant Name (signature)

x [Signature]
Owner Name (signature)

Craig Kopko, as Executive Vice-President
of Development

*****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

Order Confirmation

Not an Invoice

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City Of Clermont-Legals P.O. BOX 120219 CLERMONT FL 34712
Contact Name:	Christina Perry
Contact Phone:	
Contact Email:	cperry@clermontfl.org
PO Number:	

Date:	10/18/2023
Order Number:	9424003
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	54.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	2	10/31/2023 - 11/21/2023	Govt Public Notices
LEE dailycommercial.com	2	10/31/2023 - 11/21/2023	Govt Public Notices

Order Confirmation Amount	\$167.68
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LEGAL NOTICE

On Tuesday, November 7, 2023 at 6:30 PM the Clermont Planning & Zoning Commission will consider a request for an amendment to a Conditional Use Permit (2015-08), Plaza Collina PUD Master Plan, to allow for the use of shared driveway aisles and limited landscape buffers on Pods E, F and H, and to allow shared internal landscape buffers to be a minimum of five feet, but not less than 10 feet between the parcels within a Planned Unit Development. The final hearing of the proposed request will be heard by Clermont City Council on Tuesday, November 28, 2023 at 6:30 PM.

LOCATION

North side of State Road 50 and east of Magnolia Pointe Boulevard and west of Lake Boulevard.

(Alternate Key # 3938032, 3938034 &

3938035)

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 will be given an opportunity to express their views on this matter.

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
October 31, 2023 and

November 21, 2023

9424003 10/31, 11/21/23



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, November 28, 2023		
Agenda Item Name		
Resolution No. 2023-042R <i>7th Street Commercial Conditional Use Permit</i>		
Requested Action		
Recommend approval of Resolution No. 2023-042R.		
Staff Report		
The applicant, Nexbiz LLC, is requesting a Conditional Use Permit to allow for construction of a 4,950 square foot retail and restaurant building in the Central Business District (CBD). The Land Development Code, Section 125-370, requires a Conditional Use Permit for any structure occupying more than 3,000 square feet of floor space. The total site area is 0.217+/- acres. The Future Land Use designation is Downtown Mixed-Use. The proposed building shall be designed to comply with Clermont Architectural Design Standards, and the site shall be developed in accordance with the provisions of the Land Development Regulations. Staff has reviewed the application and finds that the proposed use will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity, and the use will be in compliance with the regulations and conditions specified. Therefore, staff recommends approval of the Conditional Use Permit to allow for a restaurant and commercial building occupying more than 3,000 square feet to be allowed in the Central Business District, with the conditions contained in Resolution No. 2023-042R. <i>The Planning and Zoning Commission recommended approval, 3-1.</i>		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2023-042R (11.15.2023 2nd)	2023-042R - 7th Street Commercial CUP (11.15.2023 2nd).pdf	
2. LOCATION MAP	LOCATION MAP.pdf	
3. Site Plan & Elevation	Site Plan & Elevation.pdf	
4. CUP Application	CUP Application.pdf	
5. Legal Ad	Legal Ad.pdf	



CITY OF CLERMONT
RESOLUTION NO. 2023-042R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR A COMMERCIAL BUILDING AND RESTAURANT OCCUPYING MORE THAN 3,000 SQUARE FEET OF FLOOR AREA IN THE CBD - CENTRAL BUSINESS DISTRICT; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the City of Clermont Planning and Zoning Commission of Lake County, Florida, at a meeting held on November 7, 2023, recommended approval of the Conditional Use Permit to allow for a commercial building and restaurant occupying more than 3,000 square feet of floor area in the CBD - Central Business District, at the following location:

LOCATION:

Parcel located on 7th Street between Montrose
and Minneola Avenue
(Alternate Key #1614422)

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:

This application for a Conditional Use Permit to allow a commercial building and restaurant establishment occupy more than 3,000 square feet of floor area in the CBD – Central Business Zoning 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 expansion of the use or additions to the facility shall be permitted except as approved by another Conditional Use Permit.
3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.



CITY OF CLERMONT
RESOLUTION NO. 2023-042R

4. The structure shall be inspected by the Fire Inspector for life safety requirements and all requirements must be met prior to any Certificate of Occupancy being issued.
5. The structure shall be inspected by the Building Inspector and all building code violations must be corrected prior to a Certificate of Occupancy being issued.
6. The final Certificate of Occupancy shall not be issued until each of the stated conditions has been met and all impact fees have been paid per City standards.
7. If any of the stated conditions are violated, the applicant understands and agrees that the City Council may revoke this Conditional Use Permit by Resolution.
8. The Conditional Use Permit must be executed and filed in the office of the City Clerk within 90 days of its date of grant by the City Council or the Permit shall become null and void.
9. 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 is subject to the terms and conditions of the Conditional Use Permit.
10. 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 Development Services Department.
11. This permit shall become null and void if substantial construction work has not begun within two (2) years of the date of this Conditional Use Permit is executed and signed by the permittee. "Substantial construction work" means the commencement and continuous prosecution of construction of required improvements ultimately finalized at completion.

SECTION 2: LAND USE

1. The property shall be developed to allow for a commercial and restaurant building up to 5,000 square feet in the Central Business District (CBD) and in substantial accordance with the Conceptual Site/Building Plans prepared by Craft of Architecture, Exhibit A. The building shall be designed to comply with Clermont Architectural Design Standards. Any new development on the property must be submitted for site plan review and approved by the Site Review Committee prior to the issuance of a zoning clearance or other development permits. The conceptual site plans submitted with the Conditional Use Permit application are not the approved construction plans.
2. The site may also be used for any permitted use in the CBD - Central Business District as indicated in the Land Development Code, Section 125-369.



CITY OF CLERMONT
RESOLUTION NO. 2023-042R

3. The site shall be developed according to the City of Clermont Land Development Codes and all building must comply with the City of Clermont Architectural Design Standards.
4. Interior lighting on the site shall be directed downward into the site and shall not spill over onto adjacent properties.
5. All landscaping, drainage/water retention and site plan approval conditions must be maintained in perpetuity for the site.
6. A minimum five-foot-wide concrete sidewalk shall be constructed adjacent to any right-of-ways that meet Americans with Disabilities Act requirements and provide pedestrian access.

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. 2023-042R

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 28th day of November, 2023.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

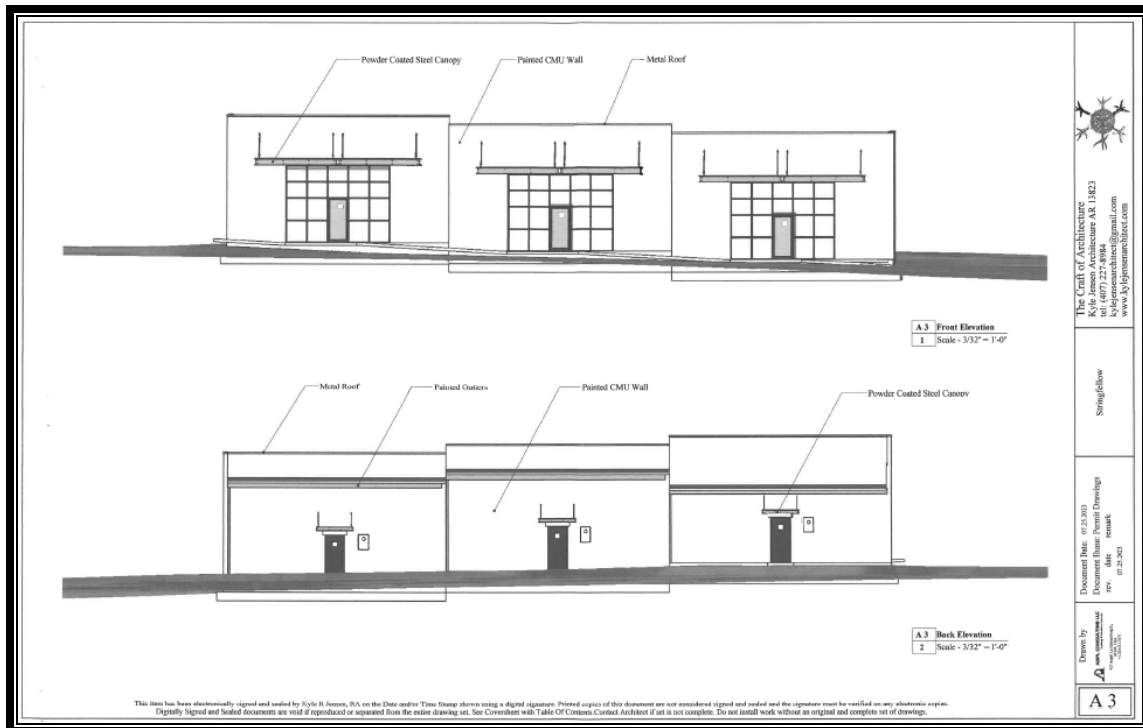
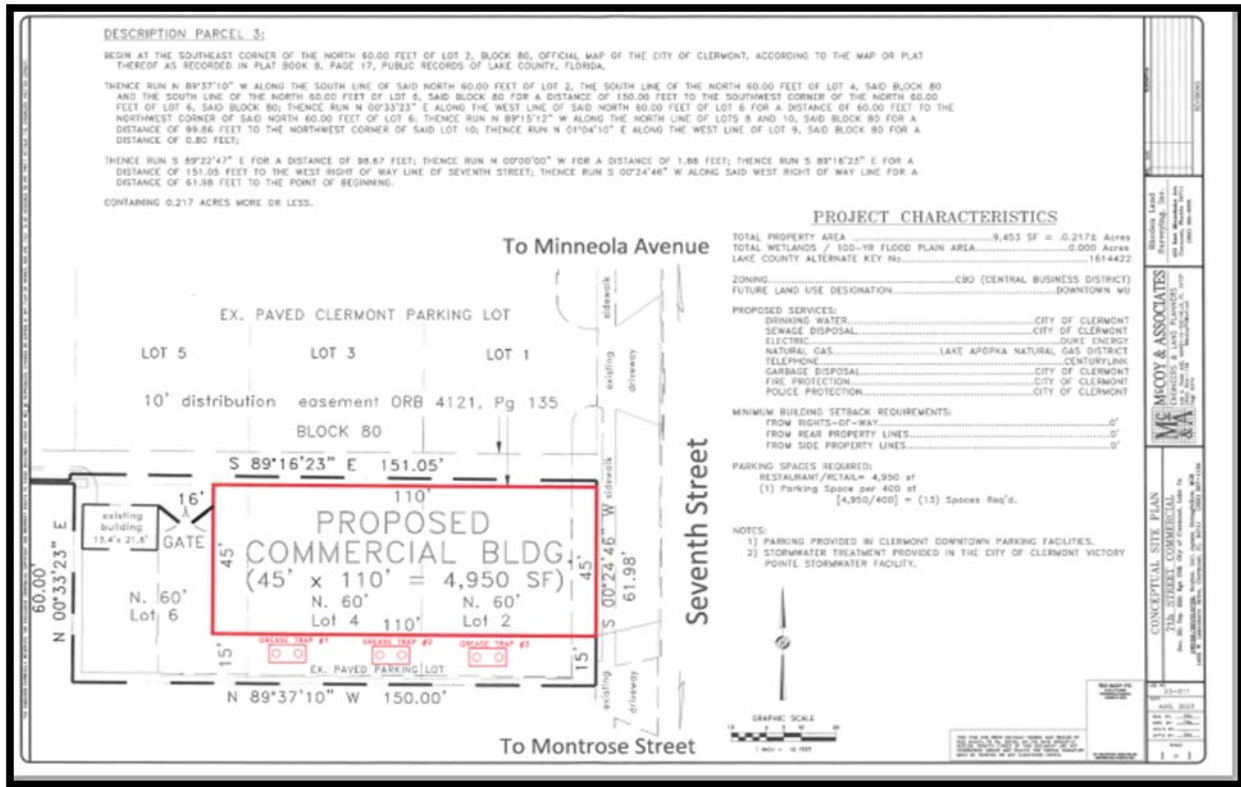
Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

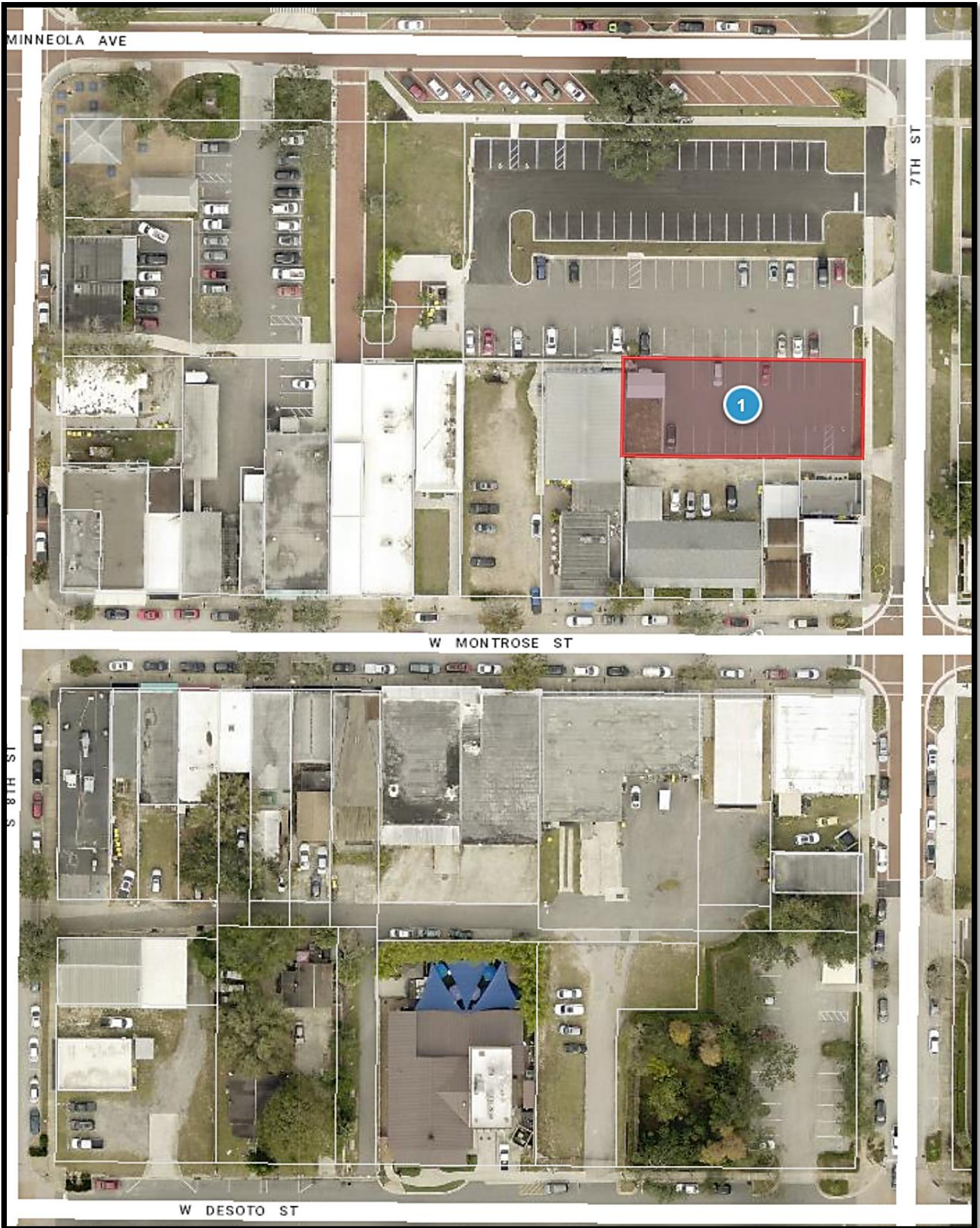
Daniel F. Mantzaris, City Attorney

CITY OF CLERMONT RESOLUTION NO. 2023-042R

Exhibit A



LOCATION MAP



THE ENGINEER EXPRESSLY RESERVES THE EXCLUSIVE COPYRIGHT AND PROPERTY RIGHTS TO THESE DRAWINGS WHICH MAY NOT BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER, NOR ARE THEY TO BE ASSIGNED TO ANY PARTY WITHOUT THE ENGINEER'S WRITTEN CONSENT.

DESCRIPTION PARCEL 3:

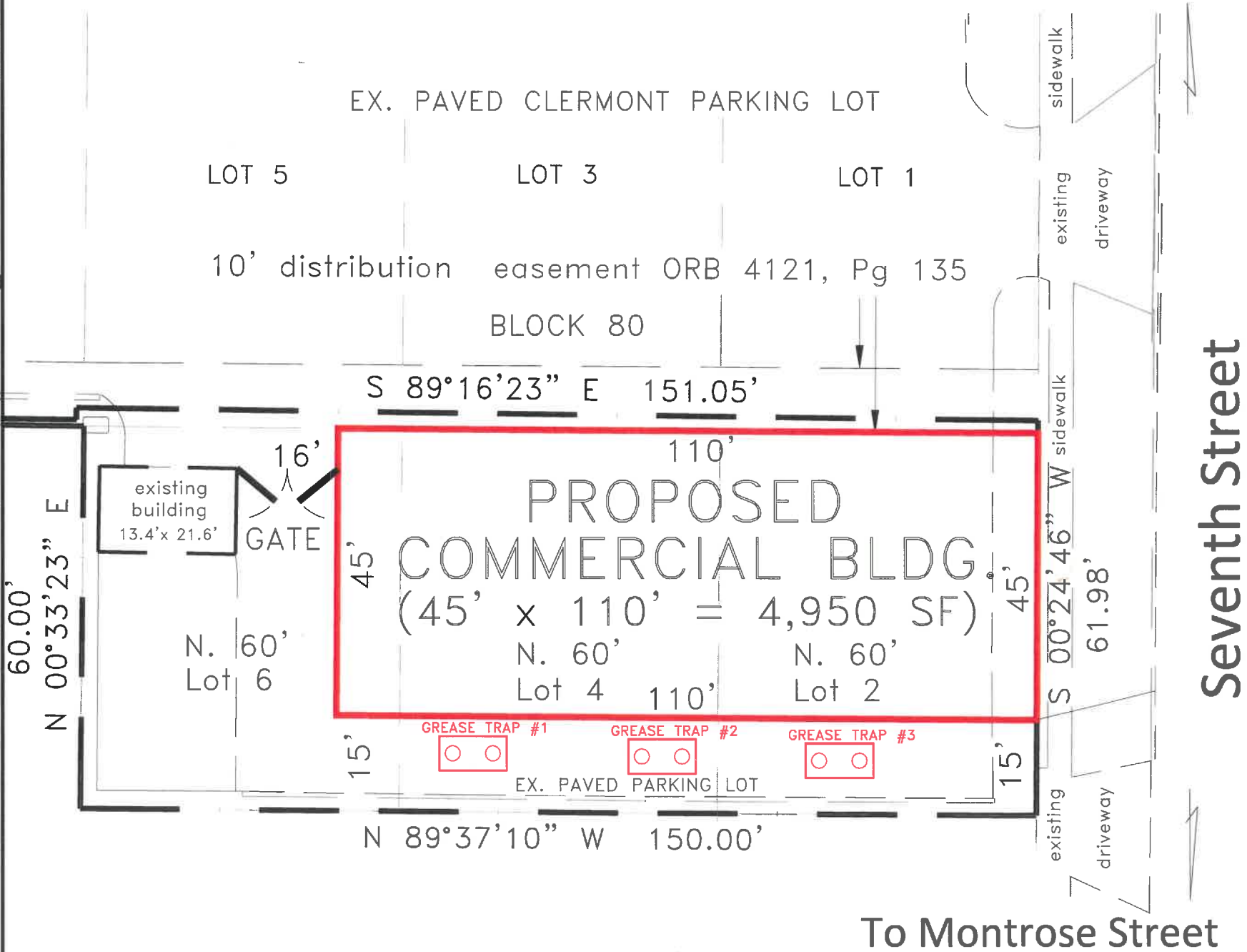
BEGIN AT THE SOUTHEAST CORNER OF THE NORTH 60.00 FEET OF LOT 2, BLOCK 80, OFFICIAL MAP OF THE CITY OF CLERMONT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 17, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA,

THENCE RUN N 89°37'10" W ALONG THE SOUTH LINE OF SAID NORTH 60.00 FEET OF LOT 2, THE SOUTH LINE OF THE NORTH 60.00 FEET OF LOT 4, SAID BLOCK 80 AND THE SOUTH LINE OF THE NORTH 60.00 FEET OF LOT 6, SAID BLOCK 80 FOR A DISTANCE OF 150.00 FEET TO THE SOUTHWEST CORNER OF THE NORTH 60.00 FEET OF LOT 6, SAID BLOCK 80; THENCE RUN N 00°33'23" E ALONG THE WEST LINE OF SAID NORTH 60.00 FEET OF LOT 6 FOR A DISTANCE OF 60.00 FEET TO THE NORTHWEST CORNER OF SAID NORTH 60.00 FEET OF LOT 6; THENCE RUN N 89°15'12" W ALONG THE NORTH LINE OF LOTS 8 AND 10, SAID BLOCK 80 FOR A DISTANCE OF 99.86 FEET TO THE NORTHWEST CORNER OF SAID LOT 10; THENCE RUN N 01°04'10" E ALONG THE WEST LINE OF LOT 9, SAID BLOCK 80 FOR A DISTANCE OF 0.80 FEET;

THENCE RUN S 89°22'47" E FOR A DISTANCE OF 98.67 FEET; THENCE RUN N 00°00'00" W FOR A DISTANCE OF 1.86 FEET; THENCE RUN S 89°16'23" E FOR A DISTANCE OF 151.05 FEET TO THE WEST RIGHT OF WAY LINE OF SEVENTH STREET; THENCE RUN S 00°24'46" W ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 61.98 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.217 ACRES MORE OR LESS.

To Minneola Avenue



PROJECT CHARACTERISTICS

TOTAL PROPERTY AREA9,453 SF = .0217± Acres
TOTAL WETLANDS / 100-YR FLOOD PLAIN AREA.....0.000 Acres
LAKE COUNTY ALTERNATE KEY No.....1614422

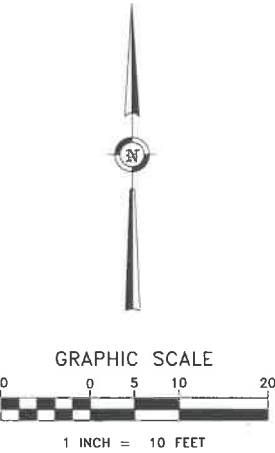
ZONING.....CBD (CENTRAL BUSINESS DISTRICT)
FUTURE LAND USE DESIGNATION.....DOWNTOWN MU

PROPOSED SERVICES:
DRINKING WATER.....CITY OF CLERMONT
SEWAGE DISPOSAL.....CITY OF CLERMONT
ELECTRIC.....DUKE ENERGY
NATURAL GAS.....LAKE APOPKA NATURAL GAS DISTRICT
TELEPHONE.....CENTURYLINK
GARBAGE DISPOSAL.....CITY OF CLERMONT
FIRE PROTECTION.....CITY OF CLERMONT
POLICE PROTECTION.....CITY OF CLERMONT

MINIMUM BUILDING SETBACK REQUIREMENTS:
FROM RIGHTS-OF-WAY.....0'
FROM REAR PROPERTY LINES.....0'
FROM SIDE PROPERTY LINES.....0'

PARKING SPACES REQUIRED:
RESTAURANT/RETAIL= 4,950 sf
(1) Parking Space per 400 sf
[4,950/400] = (13) Spaces Req'd.

NOTES:
1) PARKING PROVIDED IN CLERMONT DOWNTOWN PARKING FACILITIES.
2) STORMWATER TREATMENT PROVIDED IN THE CITY OF CLERMONT VICTORY POINTE STORMWATER FACILITY.



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY RICK McCOY, P.E. No. 38725, ON THE DATE INDICATED HEREON. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED. THE DIGITAL SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

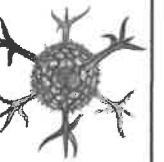
RICK McCOY, P.E.
STATE OF FLORIDA
PROFESSIONAL ENGINEER
LICENSE NO. 38725

DESCRIPTION		NO.		DATE		REVISIONS	



A 1	Axonometric View
1	Scale - NTS

This item has been electronically signed and sealed by Kyle R Jensen, RA on the Date and/or Time Stamp shown using a digital signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies. Digitally Signed and Sealed documents are void if reproduced or separated from the entire drawing set. See Coversheet with Table Of Contents. Contact Architect if set is not complete. Do not install work without an original and complete set of drawings.



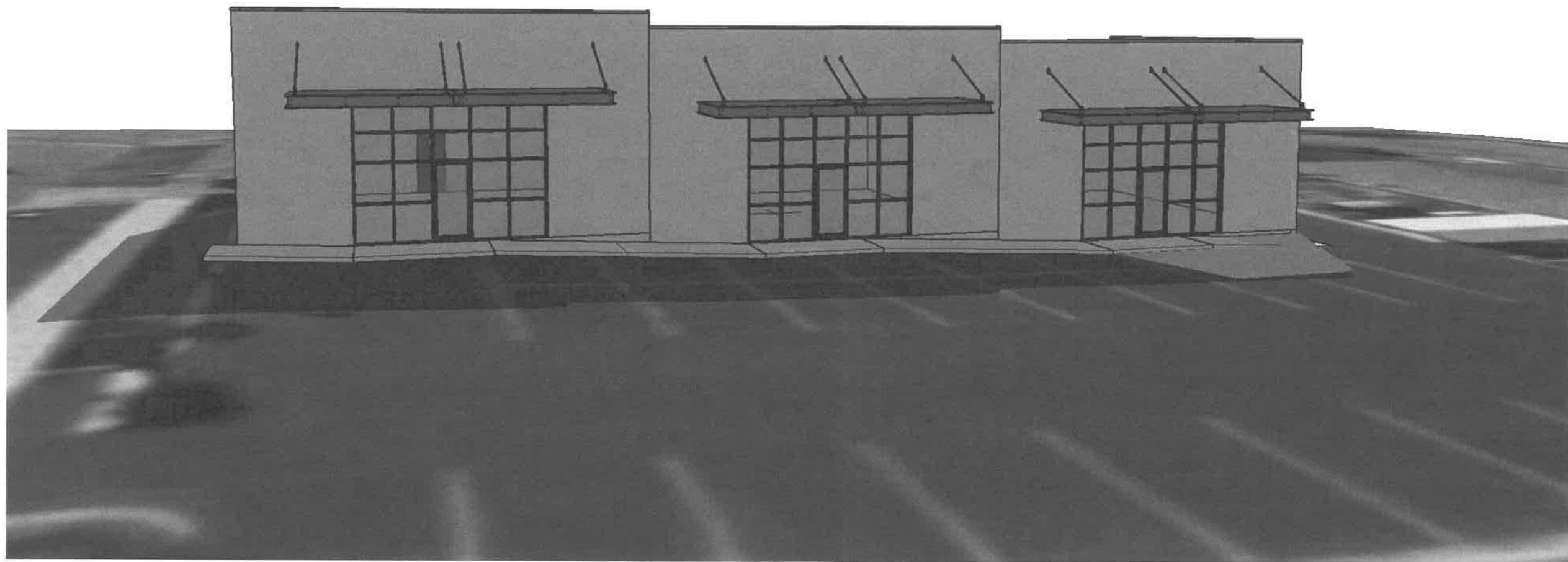
The Craft of Architecture
 Kyle Jensen Architecture AR 13823
 tel: (407) 227-8984
 kylejensenarchitect@gmail.com
 www.kylejensenarchitect.com

Stringfellow

Document Date:	07.25.2023
Document Phase:	Permit Drawings
rev.	date remark
	07.25.2023

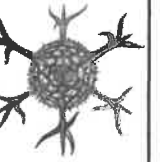
Drawn by
ADP CONSULTING LLC
Architectural Design Professionals
 423 Argyle Ln Schaumburg IL,
 60196, USA
 +1 312 241 1471

A 1



A 2	Axonometric View
1	Scale - NTS

This item has been electronically signed and sealed by Kyle R Jensen, RA on the Date and/or Time Stamp shown using a digital signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies. Digitally Signed and Sealed documents are void if reproduced or separated from the entire drawing set. See Coversheet with Table Of Contents. Contact Architect if set is not complete. Do not install work without an original and complete set of drawings.



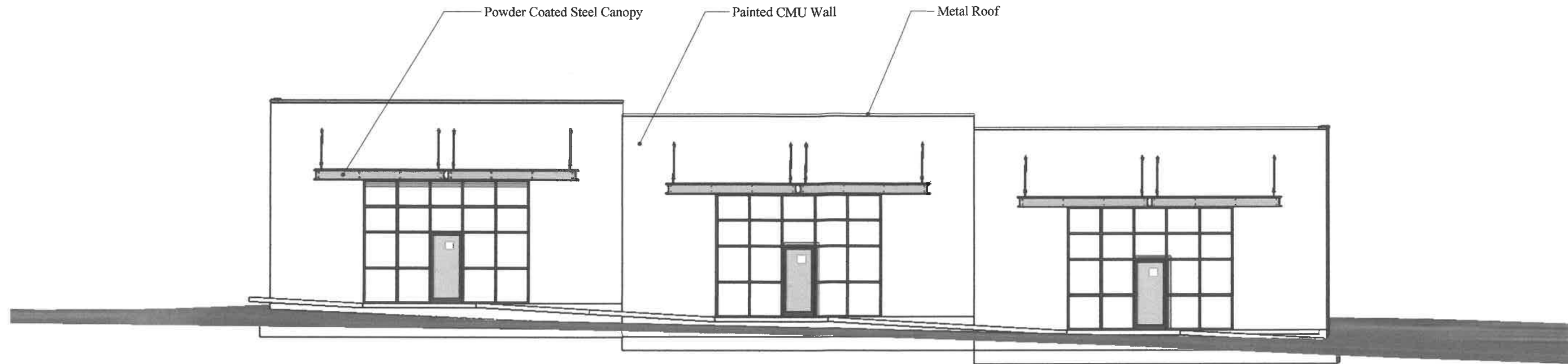
The Craft of Architecture
Kyle Jensen Architecture AR 13823
tel: (407) 227-8984
kylejensenarchitect@gmail.com
www.kylejensenarchitect.com

Stringfellow

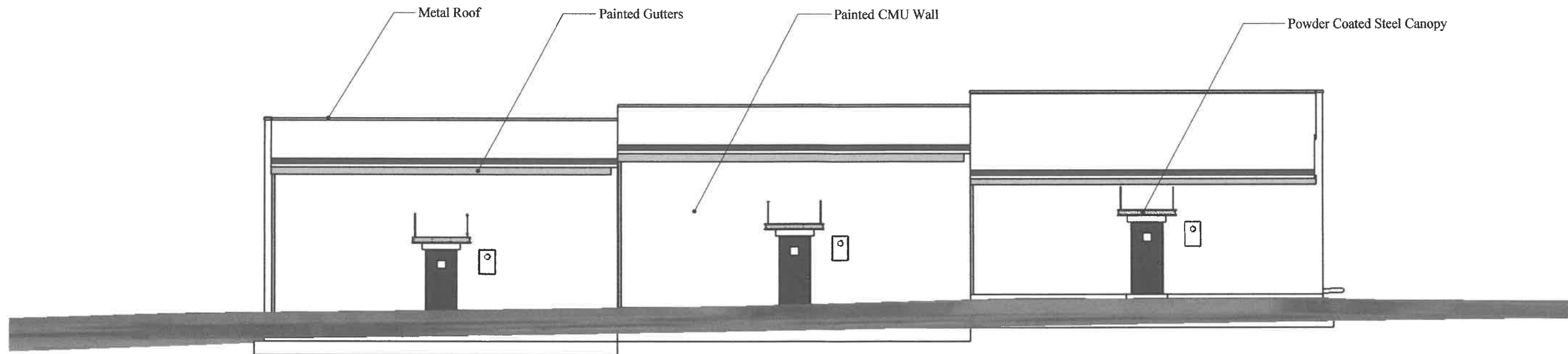
Document Date: 07.25.2023
Document Phase: Permit Drawings
rev. date remark
07.25.2023

Drawn by
ADP CONSULTING LLC
423 Argyle Ln Schaumburg IL
60194, USA
+1-815-344-1771

A 2

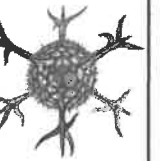


A 3	Front Elevation
1	Scale - 3/32" = 1'-0"



A 3	Back Elevation
2	Scale - 3/32" = 1'-0"

This item has been electronically signed and sealed by Kyle R Jensen, RA on the Date and/or Time Stamp shown using a digital signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies. Digitally Signed and Sealed documents are void if reproduced or separated from the entire drawing set. See Coversheet with Table Of Contents. Contact Architect if set is not complete. Do not install work without an original and complete set of drawings.



The Craft of Architecture
 Kyle Jensen Architecture AR 13823
 tel: (407) 227-8984
 kylejensenarchitect@gmail.com
 www.kylejensenarchitect.com

Stringfellow

Document Date: 07.25.2023
 Document Phase: Permit Drawings
 rev. date remark
 07.25.2023

Drawn by
ADPL CONSULTING LLC
 Architect & Designer
 6034, USA
 4244417671

A 3



CITY OF CLERMONT
**CONDITIONAL USE PERMIT
APPLICATION**



Date		FEE: \$845 + cost of advertisement + cost of traffic review (if necessary)	
Project Name (if applicable) TBD Shell for Retail/Resturant/commercial building			
Applicant Nexbiz, LLC — Owner same as contact person			
Contact Person Jayson A Stringfellow			
Address P.O. Box 120788		City Clermont	State FL Zip 34712
Telephone 352-267-1104		Fax	
Email ennyx1@gmail.com			
OWNER INFORMATION ☒ (Check box if owner information is same as applicant)			
Owner's Name			
Owner Address		City	State Zip
Telephone		Fax	
PROPERTY INFORMATION			
Address of Subject Property To be assigned		City Clermont	State Florida Zip 34711
General Location Mid - 7th St between Montrose and Minneola Ave			
Legal Description & Alternate Key (include copy of survey) Legal is to long for this application space but is attached in the survey/ plot plan and futher emailed in word to planning deparatetment for use in advertising. Alt Key: 1614422.			
Land Use (City verification required) Downtown MU			
Zoning (City verification required) CBD			



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.

Request to build a Structure/Building/over 3000 Sq Ft. In CBD. Proposed structure to be at or under 5000 sq ft. Approx 4950.

Jayson A Stringfellow

Applicant Name (print)

Jayson A Stringfellow

Owner Name (print)

X
Applicant Name (signature)

X
Owner Name (signature)

*****NOTICE*****

IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A DELAY 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

CUP application notes

Met . (1) Proof of ownership, or authorization of the owner if represented by an agent or contract purchaser, and the name, address and telephone number of the applicant and the owner of the property.

(2)

Met . (2). A complete legal description of property involved, including a survey.

(3)

Met. (3) A conceptual plot plan showing the dimensions and location of the site, including all existing and proposed buildings, signs, driveways, off-street parking areas, loading and unloading space, proposed screening or buffering, highways, watercourses and other topographic features of the site

(4)

Met. (4) A description of the proposed operation in sufficient detail to set forth its nature and extent. **Shell Building Retail as approved in this use and zoning**

(5)

N/A (5) Plans or reports describing the method of handling any traffic or other infrastructure conditions created or impacted by the proposed use.

(6)

N/A (6) Landscape plans in conformance with chapter 123, article II.

Application Submittal requirements are met. Survey/Plan attached and provided has Alt Key # Zoning and Future land use, Proposed services, Legal description, and total land area.

PROPERTY RECORD CARD

General Information

Name:	NEXBIZ LLC	Alternate Key:	1614422
Mailing Address:	1455 W LAKESHORE DR CLERMONT, FL 34711 Update Mailing Address	Parcel Number:	24-22-25-0100-080-00100
		Millage Group and City:	00C1 Clermont
		2022 Total Certified Millage Rate:	17.3628
		Trash/Recycling/Water/Info:	My Public Services Map
Property Location:	705 W MINNEOLA AVE CLERMONT FL, 34715	Property Name:	Submit Property Name
		School Information:	School Locator & Bus Stop Map School Boundary Maps
Property Description:	CLERMONT PB 8 PG 17 LOTS 1, 3, 5, 7, 9, N 60 FT OF LOTS 2, 4, 6 BLK 80--LESS BEGIN AT THE NORTHEAST CORNER OF LOT 9 BLK 80, RUN SOUTH 89-22-15 EAST ALONG THE SOUTH RIGHT OF WAY LINE OF WEST MINNEOLA AVENUE 247.98 FEET TO THE NORTHEAST CORNER OF LOT 1, SOUTH 00-24-46 WEST ALONG THE WEST RIGHT OF WAY LINE OF SEVENTH STREET 148.34 FEET, THENCE RUN NORTH 89-16-23 WEST 151.05 FEET, SOUTH 00-00-00 EAST 1.85 FEET, NORTH 89-22-47 WEST 98.67 FEET TO THE SOUTHWEST CORNER OF SAID LOT 9 BLK 80, NORTH 01-04-10 EAST 149.98 FEET TO THE POINT OF BEGINNING--ORB 5433 PG 404		
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
2	VACANT COMMERCIAL (1000)	0	0		9000.000	Square Feet	\$0.00	\$234,788.00
Click here for Zoning Info					FEMA Flood Map			

Miscellaneous Improvements

No.	Type	No. Units	Unit Type	Year	Depreciated Value
1	PAVING (CPAV1)	7122	SF	1959	\$5,769.00
2	DETACHED GARAGE (CDGF3)	286	SF	2000	\$2,188.00

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. [Follow this link to search all documents by owner's name.](#)

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
5433 / 404	03/2020	Warranty Deed	Unqualified	Vacant	\$100.00
4752 / 1402	01/2016	Warranty Deed	Unqualified	Improved	\$460,000.00

2023 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L20000041015

Entity Name: NEXBIZ, LLC

Current Principal Place of Business:

1455 W. LAKESHORE DRIVE
CLERMONT, FL 34711

Current Mailing Address:

1455 W. LAKESHORE DRIVE
CLERMONT, FL 34711 US

FEI Number: NOT APPLICABLE

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

LAW OFFICE OF ANITA GERACI-CARVER, P.A.
1560 BLAXHAM AVENUE
CLERMONT, FL 34711 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title MGR
Name STRINGFELLOW, JAYSON A
Address 1455 W. LAKESHORE DRIVE
City-State-Zip: CLERMONT FL 34711

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JAYSON STRINGFELLOW

MGR

03/01/2023

Electronic Signature of Signing Authorized Person(s) Detail

Date

Order Confirmation

Not an Invoice

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City Of Clermont-Legals P.O. BOX 120219 CLERMONT FL 34712
Contact Name:	Christina Perry
Contact Phone:	
Contact Email:	cperry@clermontfl.org
PO Number:	

Date:	10/18/2023
Order Number:	9423406
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	47.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	2	10/31/2023 - 11/21/2023	Govt Public Notices
LEE dailycommercial.com	2	10/31/2023 - 11/21/2023	Govt Public Notices

Order Confirmation Amount	\$147.24
----------------------------------	-----------------

Ad Preview

LEGAL NOTICE

On Tuesday, November 7, 2023 at 6:30 PM, the Clermont Planning & Zoning Commission will consider a request for a Conditional Use Permit (2023-042R), to allow for a commercial building size to exceed 3,000 square feet in the Central Business District. The final public hearing for the proposed request will be heard by the Clermont City Council on Tuesday, November 28, 2023 at 6:30 PM.

LOCATION

Located on 7th Street, between
Montrose and Minneola Avenue
(Alternate Key # 1614422)

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 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
9423406 10/31, 11/21/2023

AGENDA ITEM

Meeting Date	
Tuesday, November 28, 2023	
Agenda Item Name	
Variance Request <i>Rusty Truck Diner</i>	
Requested Action	
Request denial of the requested variances.	
Staff Report	
The applicant, Jose Gonzalez, is requesting two variances to the Land Development Code, Chapter 117-Signs: (1) to allow for an inoperable vehicle (rusty truck) as signage and to allow the truck to be located on a landscaped island for display as signage instead of the required buffer plant materials and to allow a giant Adirondack style chair be displayed near the main entrance of the restaurant. And (2) to allow for the elimination of the front yard landscape buffer plant materials as required by Section 123-43. The subject parcel is located at 1800 South US Highway 27 and the zoning is C-2 with a Commercial Future Land Use Designation. The City Council approved on March 10, 2020 a variance to allow for the inoperable vehicle and giant green chair to be a permitted use at this business establishment for one (1) year from the date of approval. The applicant was required to reapply for the variances after the one-year approval expiration date of March 11, 2021. Currently, the property has an outstanding code enforcement violation recorded lien from October 16, 2023 for the signs and landscaping, which is approximately \$41,750.00 as of November 28, 2023 and continues to accrue at \$250 daily until compliance is met on the property. The rusty truck and chair have been removed pending the outcome of the variance public hearing. The front landscape buffer is currently in violation of the landscape code.	
	
The applicant has indicated the purpose of the parked inoperable vehicle is to draw attention to the location. The Clermont Sign Code, Chapter 117, requires certain provisions governing signage in commercial districts. Section 102-22 indicates vehicle signs may not be utilized or positioned in a manner that may be used for onsite signage. The code allows each business establishment to be allocated a certain type, number, location and specific amount of signage based on certain criteria and provisions. The proposed truck used as signage does not meet this criterion. In addition, signs are not allowed in rights-of way, landscape buffers or islands, or blocking any pedestrian walkways unless otherwise stated in the code. The intent of the sign code is to enhance the appearance of the physical environment by requiring signage to be designed as an integral architectural feature of the site and structure, which such signage is intended to identify, and positioned in a manner that is sensitive to the existing natural environment.	

Although staff recognizes the intended concept of the variance request, staff finds the requested variance is out of character with the intent and purpose of the sign code and not in character with the surrounding development patterns in the vicinity. The elimination of the front yard landscape buffer provides conflict with the purpose and intent of Section 123-2. The intent of landscape buffers is to mitigate conflict between land uses, and strategically separate vehicular movement and non-vehicular uses, screen vehicular movement, noise and glare from public view. The purpose of the buffer is to enhance the commercial corridor with an aesthetically pleasing appearance while preserving the environment.

Section 101-246 of the Land Development Code requires the application to meet a positive finding on the Review Criteria and Findings in order to grant a variance. City Staff has reviewed the variance application as submitted and finds the application does not meet a positive finding on all of the review criteria. Therefore, staff recommends denial of the requested variances.

Additional Analysis

Fiscal Impact Summary

None.

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

1.	New 101-246 Review Criteria-Rusty Truck Diner	New 101-246 Review Criteria-Rusty Truck Diner.pdf
2.	Location Map	Location Map.pdf
3.	Pictures-2023	Pictures-2023.pdf
4.	Application	Application.pdf
5.	Legal Ad	Legal Ad.pdf

Rusty Truck Diner -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: No, the properties next to us, Colonial Tile, Oakridge Apartments, and Oyster Bar have no buffer zones.

Staff comments: The requested variances to allow an inoperable vehicle be used for signage is not permitted by the Land Development, Chapter 102 Signs which requires vehicle signs are not utilized or positioned in a manner as to be used for on-site signage. Each establishment in Clermont is permitted a certain square feet of signage based on certain provisions of the code. The request to eliminate the required 20 foot landscape buffer adjacent to rights of way would be out of character with other business within the general area. .

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: No property does not currently have buffer zone.

Staff comments: Although, the current conditions of the site were not created by the applicant; and the property location may be a challenge for signage from the main highways, but other properties in the area are in compliance with the sign code and do not require additional signage. The proposed signage will be out of character with other properties in the vicinity. The code requires the redevelopment, additions or changes to the property must also bring the parcel into compliance with the current land development regulations.

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: No, 1800 for years has had a visibility and hard to access issue. Also site plan dated back to 1997.

Staff comments: The variance as requested is out of character with other traditional signs in the area, and the inoperable vehicle signage may be considered undesirable and not compatible with the existing signs in the area.

Negative finding

- (4) The granting of the variance is consistent with the city's comprehensive plan.

Applicant response: *Will enhance the business and make it more visual. A problem all prior tenants had.*

Staff comments: ***The Comprehensive Plan, Policy 1.16.7:*** *The land development regulations shall determine where buffers shall be required. Buffers may serve one or more of the following purposes: Provide landscaping adjacent to parking lots, and other vehicle uses areas, and to provide protection from light, glare, noise or appearance.*

Negative 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;

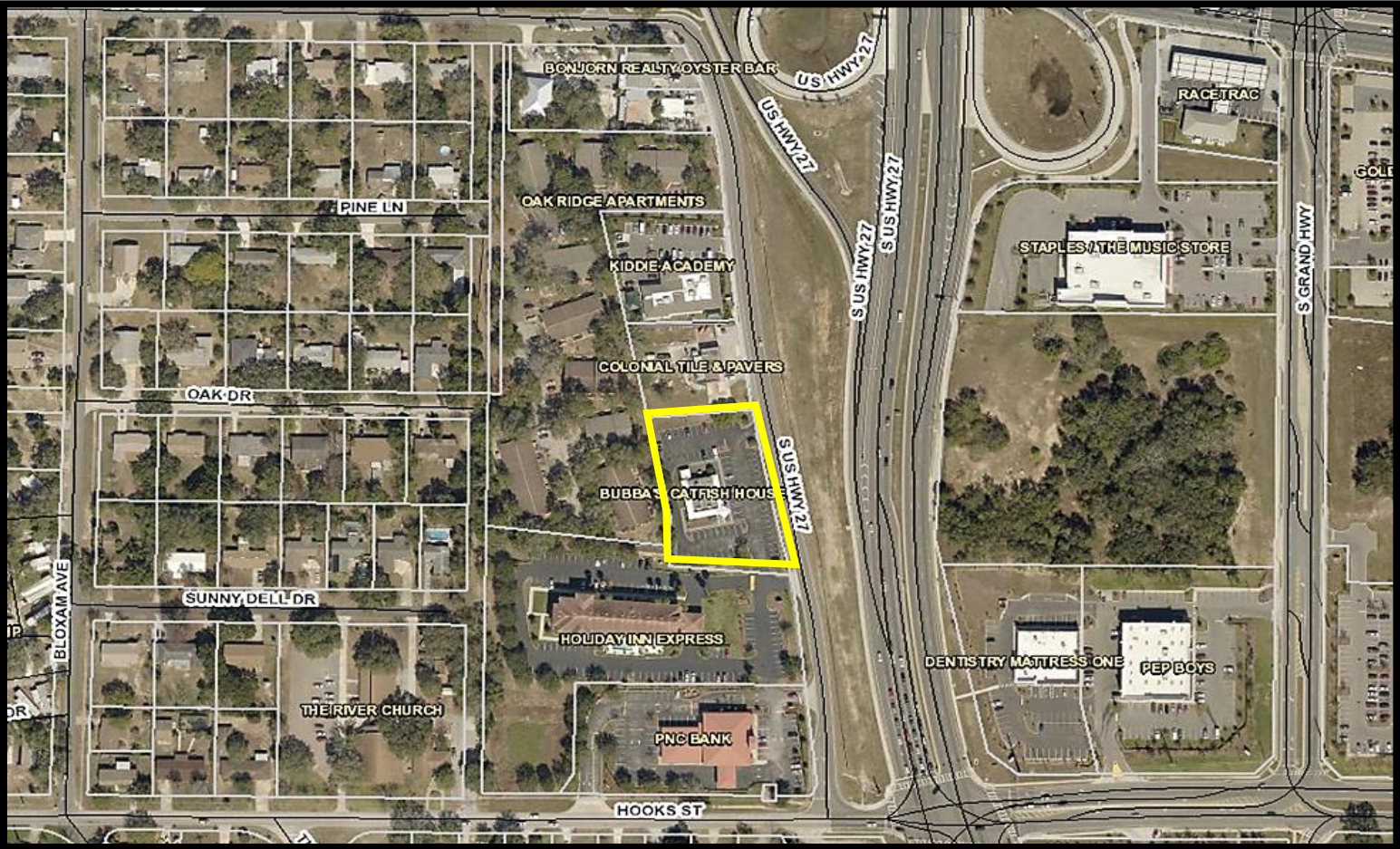
Applicant response: *It would continue to impact future business, making it hard for a business to get established and support of customers as its 12 feet under Highway 27.*

Staff comments: *The variance request will not make reasonable use of the land and site. All commercial businesses are allowed a certain type and square feet based on the sign code regulations, the intent of the sign code is to provide low profile signage with high quality design features.*

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 submitted and finds the application does not meet a positive finding. Therefore, staff recommends **denial** of the variance request to the Land Development Code.

Location Map



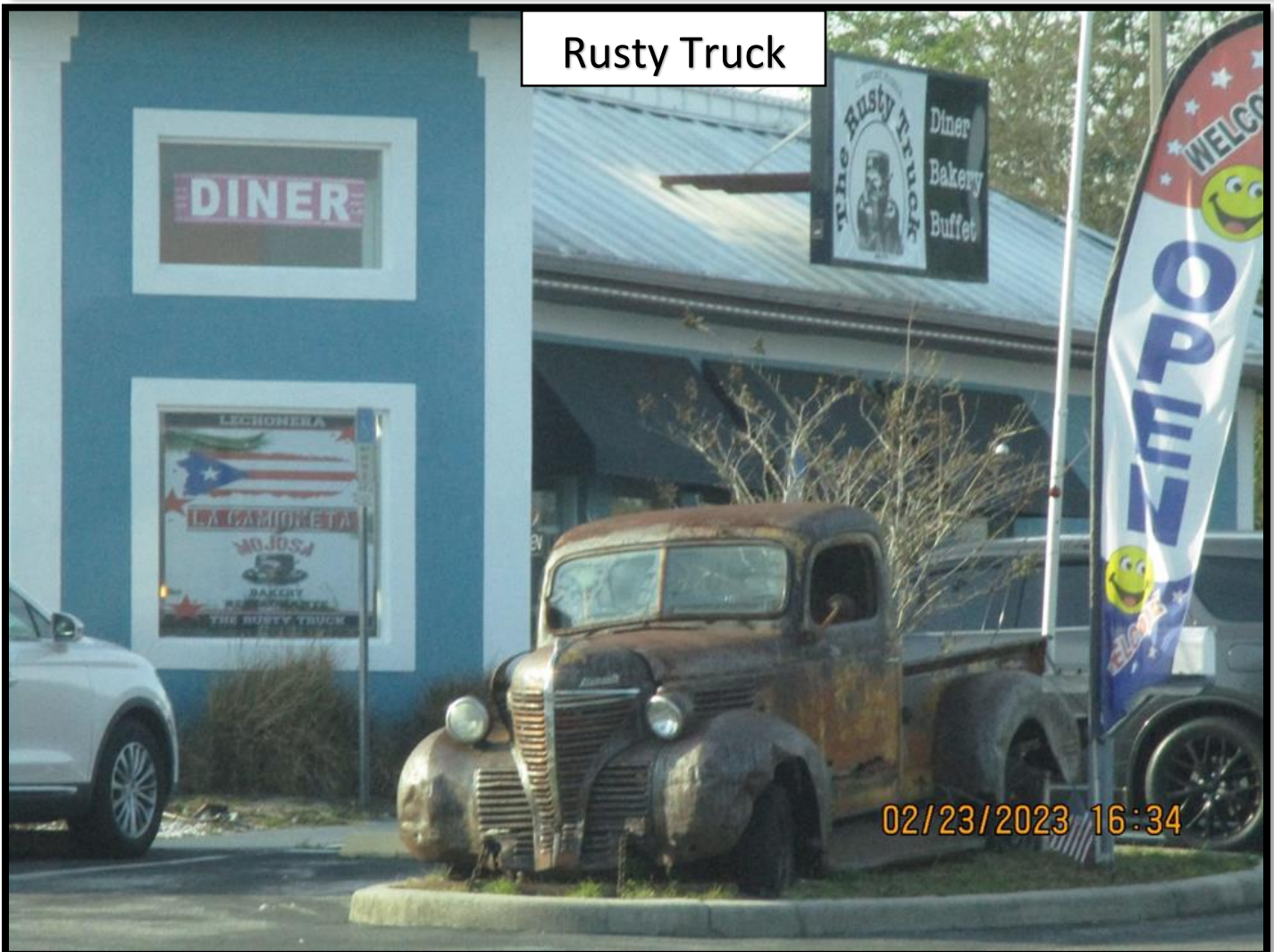
Landscape Buffer Pictures



Oversized Chair



Rusty Truck





CITY OF CLERMONT
VARIANCE
APPLICATION



DATE 10-13-2023		FEE: \$600 VAR2310-0001	
Project Name (if applicable) Rusty Truck Diner Variance			
Applicant Jose A. Gonzalez - The Rusty Truck Diner			
Contact Person Jose Gonzalez			
Address 1800 Hwy 27		City Clermont	State FL
Telephone 352-940-1258		Zip 34711	
Fax			
Email RustyTruckDiner@gmail.			
OWNER INFORMATION ☐ (Check box if information is same as Applicant)			
Owner's Name 708 MACE Corporation			
Owner Address 507 Forest green ct		City Orlando	State FL
Telephone		Zip 32828	
Email			
PROPERTY INFORMATION			
Address of Subject Property 1800 Hwy 27 S		City Clermont	State FL
General Location		Zip 34711	
Legal Description & Alternate Key (include copy of survey) 3773952			
Land Use (City verification required)			
Zoning (City verification required)			



CITY OF CLERMONT
VARIANCE
APPLICATION

Answers to the following questions are required to complete this application.

City Zoning Ordinance (Land Development Code Section) from which you are requesting relief:

What are you proposing to do that would require a variance and why? I wish to be granted the variance of 2020 for oversize chair, truck also to leave out Buffer zone of site plan of 1997 as Hwy 27 is no longer in front but 12 feet above.
How does the Code create a hardship? Restaurant. Blocking visibility even more.

The following justifications must be completed for any variance requested:

Variance requested – subject and code section:

Sec. 86-174. Review criteria and findings.

When reviewing an application for a variance, the City Council shall not vary the requirements of any provision of this land development code unless it makes a positive finding, based on substantial competent evidence, on each of the following:

- (1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;

No, The properties next to us, Colonial Tike, Oakridge Apartment, Brook Realty, Oyster Bar have no Buffer zone.

- (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;

No, Property does not currently have Buffer zone.

- (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;

No, 1800 for years has had a visibility and hard to access issue. Also site plan date back to 1997.



CITY OF CLERMONT
VARIANCE
APPLICATION

(4) The granting of the variance is consistent with the city's comprehensive plan; and

will enhance the Business and make it more visual. A problem all prior tenants had

(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.

It would continue to impact future Business as it did past Business. Making it hard for a Business to get establish and support of customers as it is foot wide 27.

Jose Gonzalez

Applicant Name (print)

X *[Signature]*

Applicant Name (signature)

Elizabeth Figueroa

Owner Name (print)

X *[Signature]*

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

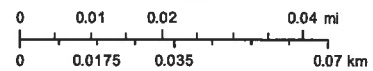
3773952



October 2, 2023

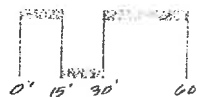
1:1,299

- | | |
|---|---------------------------|
| ☒ County Boundary | Tax Parcels Alternate Key |
| ☐ Surrounding Counties | Tax Parcels |
| Street Names | |
| Local Streets 5K | |
| Property Name | |



Lake County Property Appraiser
Lake BCC

Lake County Board of County Commissioners



Order Confirmation

Not an Invoice

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City Of Clermont-Legals P.O. BOX 120219 CLERMONT FL 34712
Contact Name:	Christina Perry
Contact Phone:	
Contact Email:	cperry@clermontfl.org
PO Number:	

Date:	11/09/2023
Order Number:	9513380
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	44.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	11/21/2023 - 11/21/2023	Govt Public Notices
LEE dailycommercial.com	1	11/21/2023 - 11/21/2023	Govt Public Notices

Order Confirmation Amount	\$79.52
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LEGAL NOTICE

Notice is hereby given that the Clermont City Council will consider a request at a public hearing to be held on Tuesday, November 28, 2023 at 6:30pm for the following variances: 1) To allow for an inoperable vehicle and oversized chair be used for signage, Chapter 117-Signs; and 2) To allow for the elimination of the 20 foot wide front yard landscape buffer requirements for the Land Development Codes, Section 123-43, Landscape Buffers, at the following location:

LOCATION

Rusty Truck Diner
1800 South US Highway 27,
Clermont, FL

(Alternate Key #3773952)

A complete legal description may be obtained in the Development Services Department located at 685 West Montrose Street, Clermont, FL 34711.

All public hearings are held in the Clermont City Hall, Council Chambers, located at 685 West Montrose Street, Clermont, FL 34711.

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.

Tracy Ackroyd Howe
City Clerk, MMC

Daily Commercial
November 21, 2023

9513380 11/21/23

AGENDA ITEM

Meeting Date		
Tuesday, November 28, 2023		
Agenda Item Name		
Variance Request <i>The Music Store</i>		
Requested Action		
Recommend denial of requested variances.		
Staff Report		
The applicant, Ricardo Barclay, is requesting the following variance to the Land Development Code, Section 117-8. - Prohibited Signs: To allow for the number of off-site signs and placement of the signs to exceed the maximum permitted by the code. The property is located at 155 North US Highway 27, and the property zoning is C-2 General Commercial with a Commercial Future Land Use Designation. The land development regulations have specific requirements for the number, size, location, type of signs allowed for commercial development. The property is located in the Citrus Tower Commercial Center.		
		
The applicant has requested the existing signs be allowed to remain as they are, because the business location is hidden all the way in the back of the shopping center and without the signs the business may be required to close. He states the business is still losing about 50 percent of the potential customers because of the hidden location. The sign code prohibits signs being erected without a permit unless the signs are exempt from the provision of the code. The subject property has been issued a code enforcement violation warning with regards to the existing number of signs and location of the signs. Currently, the subject parcel has an open code enforcement case for the existing added signs.		
Section 101-246 of the Land Development Code requires a positive finding on the review criteria in order to grant a variance. Staff has reviewed the application as submitted and finds the application does not meet a positive finding on all of the five criteria. Therefore, staff recommends denial of the requested variances.		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)	
1. New 101-246 Review Criteria The Music Store	New 101-246 Review Criteria The Music Store.pdf
2. LOCATION MAP	LOCATION MAP.pdf
3. Pictures	Pictures.pdf
4. Application	Application.pdf
5. Legal Ad	Legal Ad.pdf

The Music Store – Sign Variance

The requirements for a variance are as follows:

“Sec. 86-174, Review Criteria and Finding. When reviewing an application for a variance, the City Council shall not vary the requirements of the land development code unless it makes a positive finding, based on substantial competent evidence, on each of the following:”

FINDINGS:

- (1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners of negatively impact the standard of living of the citizens of the city;
Applicant response:

Staff comments: The variance request to allow for off-site signage and the placement of signs to exceed the maximum permitted by the code. The off-site signs are existing and the applicant is requesting a variance to allow for the signs to remain. The existing signs does not comply with the sign code Chapter 117.

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:

Staff comments: The existing signs are out of character with other business establishments located within the Citrus Tower Center. There is an active code enforcement violation case for the location and number of the off-site signs.

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:

Staff comments: The requested variance to the land development code will not further any legitimate city objective and granting the variance would outweigh the benefits over if it was denied.

Positive finding

- (4) The granting of the variance is consistent with the city’s comprehensive plan;

Applicant response: The granting of the variance is consistent with the City’s comprehensive plan and will not affect change.

Staff comments: The variance request is not in conflict with the Comprehensive Plan goals, objectives and policies.

Positive finding

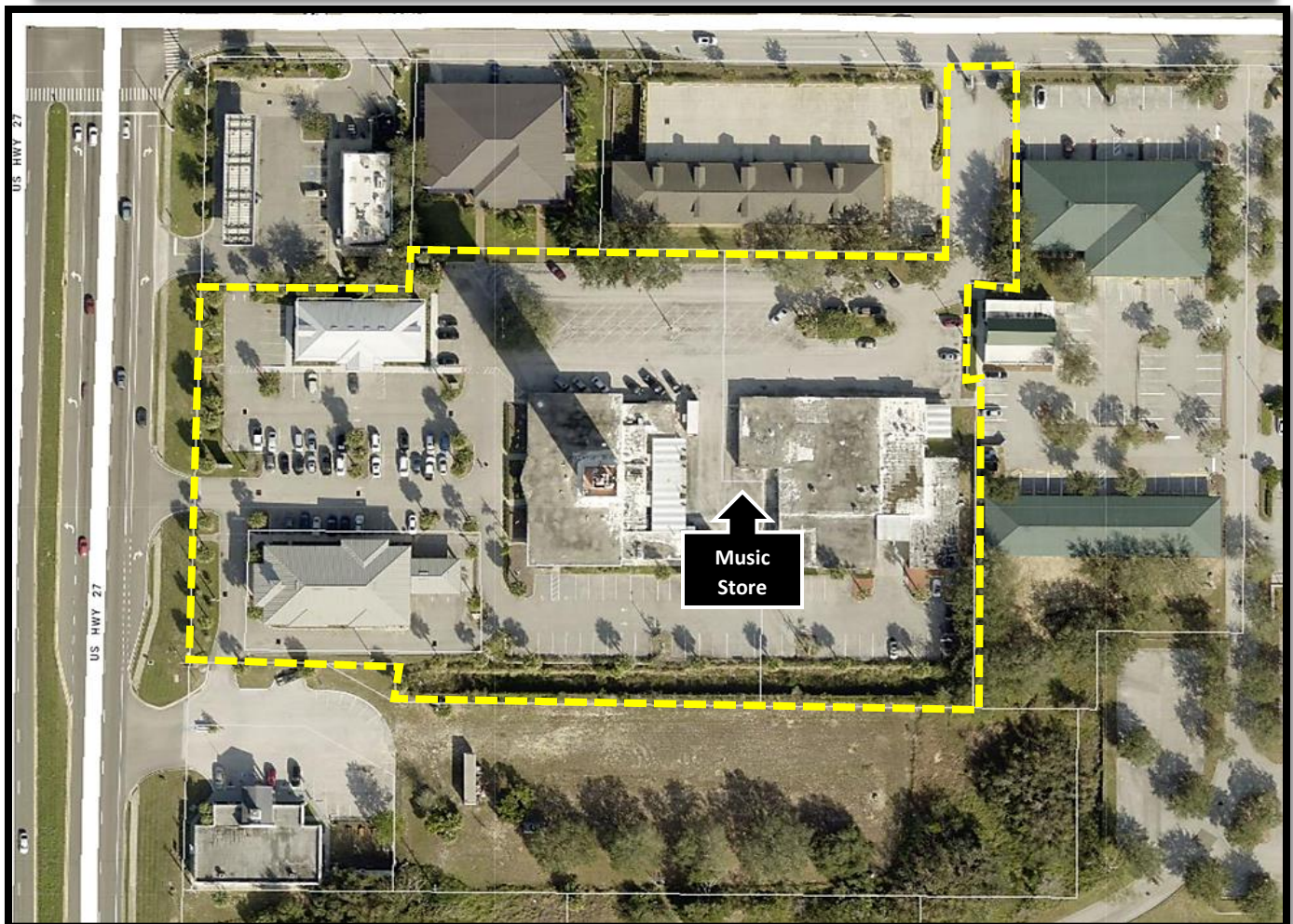
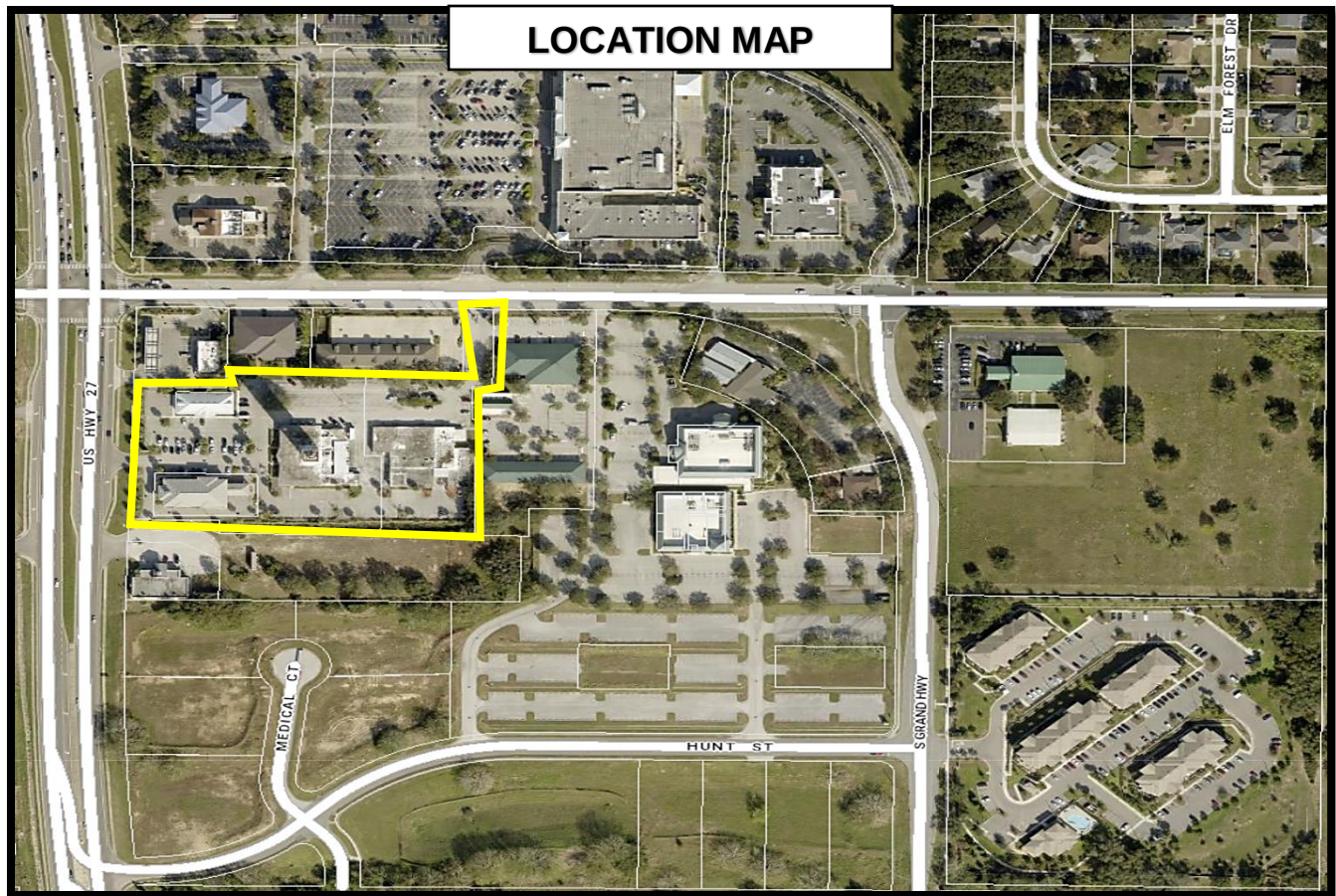
- (5) The variance requested is the minimum variance that will make reasonable use of the land, building, or structure of the benefits that would be achieved under the other variance criteria by granting of the variance outweigh the benefits under this criteria if the variance was denied;

Applicant response:

Staff comments: *The existing signs are considered off-site signs and does not make reasonable use of the land. The signs are inconsistent with the sign code regulation and may be considered as intrusive to the surrounding commercial businesses.*

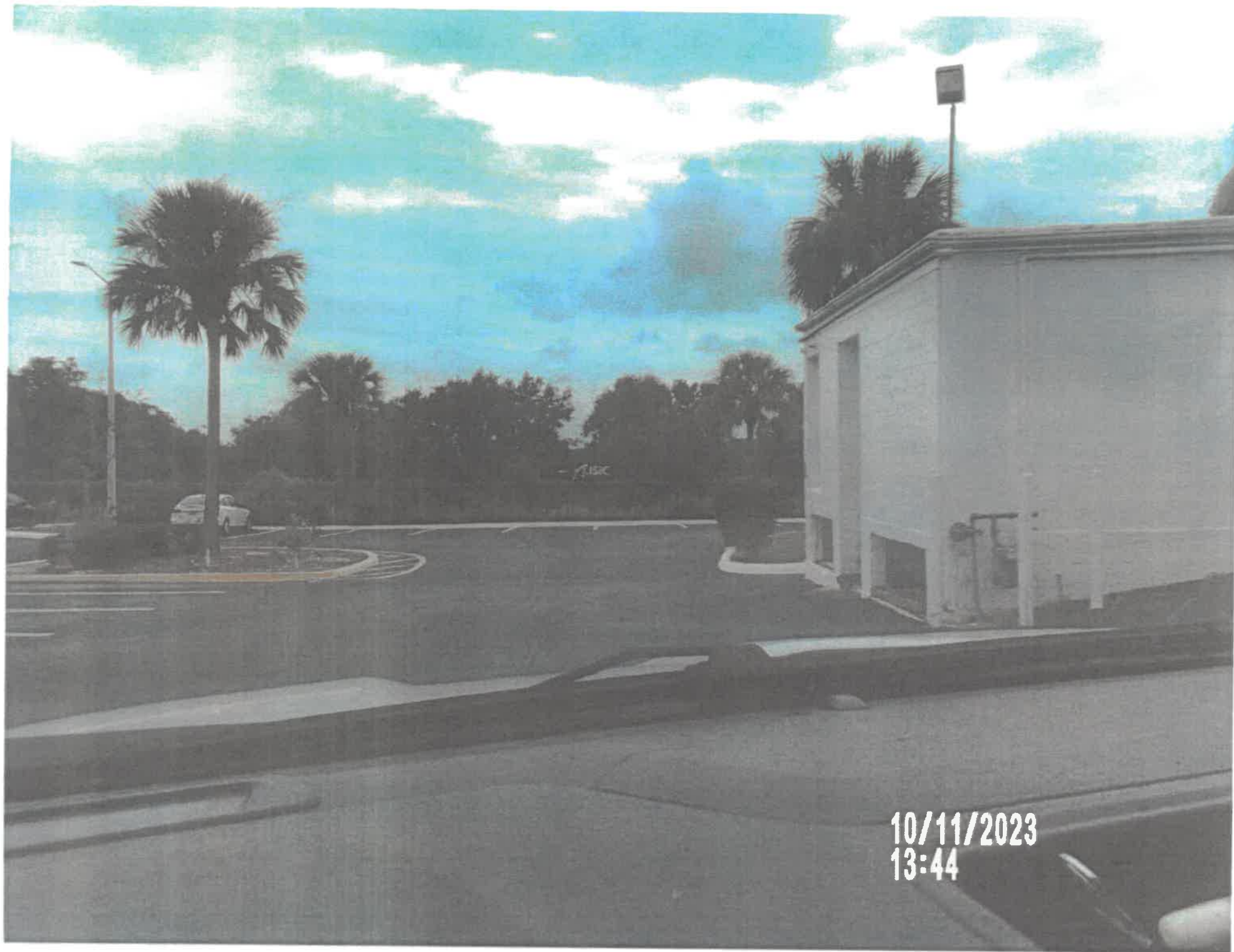
Negative finding

STAFF RECOMMENDATION: Section 101-246 of the Land Development Code requires a positive finding on all Review Criteria and Findings requirements for granting a variance. Staff has reviewed the application as presented and finds the application does not meet a positive finding on all review criteria for granting a variances. Therefore, staff recommends denial of the variance request to the Land Development Codes.











Evie Wallace
CLERMONT, FL

Aug 15, 2021 10:00 AM 1

Hi Rick,

I forwarded this to the planning department manager John Kruse (352-241-7309). He will respond to you and fill you in on the steps of the variance application process.

I have copied Josh on this email for his update since he is the code officer on your case.

Take care

Evie



Evie Wallace
Code Enforcement Manager
685 W. Monroe St., Clermont, FL 34711
Tel: 352-241-7304 | Fax: 352-394-3642
ewallace@clerkod.net
www.ClermontFL.net

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

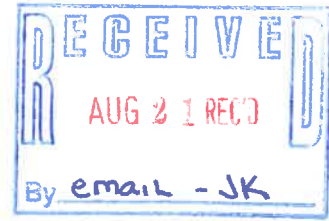
Home | About Us | Services | Contact Us | News & Events | Forms & Applications | Privacy Policy | Terms of Service | Site Map

* Please be advised that as of July 1st, 2021, Florida State Statute prohibits code enforcement from initiating investigations of potential violations of codes and ordinances by way of anonymous complaints. If you wish to leave a code complaint to be investigated, you must provide your name and address per Florida state law.

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CITY OF CLERMONT
VARIANCE
APPLICATION



VAR 2308-0003

DATE 08/14/2023		FEE:	
Project Name (if applicable) Music Store Existing Signs			
Applicant Music Store Inc			
Contact Person Ricardo Barclay			
Address 159 N Hwy 27		City Clermont	State FL Zip 34711
Telephone 352-243-5868		Fax	
Email musichouse790@gmail.com			
OWNER INFORMATION ☒ (Check box if information is same as Applicant)			
Owner's Name			
Owner Address		City	State Zip
Telephone		Email	
PROPERTY INFORMATION			
Address of Subject Property 155 N Hwy 27		City Clermont	State FL Zip 34711
General Location Citrus Tower Center			
Legal Description & Alternate Key (include copy of survey) The Music Store. Alt Key: 3792361			
Land Use (City verification required)			
Zoning (City verification required)			



CITY OF CLERMONT VARIANCE APPLICATION

Answers to the following questions are required to complete this application.

City Zoning Ordinance (Land Development Code Section) from which you are requesting relief:
Sec. 117-8

What are you proposing to do that would require a variance and why?
To keep the signs up as they are now.

How does the Code create a hardship?

Our business location is hidden all the way in the back of the parking lot. Without signage, we would have to close. And even with signage, we still are losing about 50% of our potential customers. 

The following justifications must be completed for any variance requested:

Variance requested – subject and code section:

Sec. 86-174. Review criteria and findings.

When reviewing an application for a variance, the City Council shall not vary the requirements of any provision of this land development code unless it makes a positive finding, based on substantial competent evidence, on each of the following:

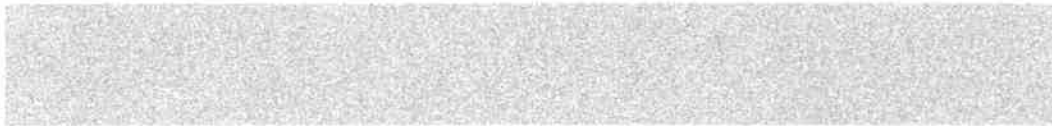
- (1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;
- (2) The variance will allow a reasonable used of the property, which use in not out of character with other properties in the same zoning category;
- (3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance were denied;



CITY OF CLERMONT
VARIANCE
APPLICATION

(4) The granting of the variance is consistent with the city's comprehensive plan; and

(5) The variance requested is the minimum variance that will make reasonable use of the land, building, or structure or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance was denied.



Ricardo Barclay

Applicant Name (print)

The Music Store

Owner Name (print)

Applicant Name (signature)

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



CITY OF CLERMONT VARIANCE APPLICATION

(4) The granting of the variance is consistent with the city's comprehensive plan; and

(5) The variance requested is the minimum variance that will make reasonable use of the land, building, or structure or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance was denied.

MUSIC STORE INC

Richard Barclay

Applicant Name (print)

Ralph Messer

Owner Name (print)

[Signature]

Applicant Name (signature)

[Signature]

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



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)

Ad Preview

LEGAL NOTICE

Notice is hereby given that the Clermont City Council will consider a request at a public hearing to be held on Tuesday, November 28, 2023 at 6:30pm for the following variance: To allow for a number of off-site signs and placement of signs to exceed the maximum permitted by the Land Development Regulations, Chapter 117-Signs, at the following location:

LOCATION

The Music Store
155 North Highway 27, Clermont,
FL

(Alternate Key #3792361)

A complete legal description may be obtained in the Development Services Department located at 685 West Montrose Street, Clermont, FL 34711.

All public hearings are held in the Clermont City Hall, Council Chambers, located at 685 West Montrose Street, Clermont, FL 34711.

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.

Tracy Ackroyd Howe
City Clerk, MMC

Daily Commercial
November 21, 2023

9514630 11/21/23

Order Confirmation

Not an Invoice

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City Of Clermont-Legals P.O. BOX 120219 CLERMONT FL 34712
Contact Name:	Christina Perry
Contact Phone:	
Contact Email:	cperry@clermontfl.org
PO Number:	

Date:	11/09/2023
Order Number:	9514630
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	41.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	11/21/2023 - 11/21/2023	Govt Public Notices
LEE dailycommercial.com	1	11/21/2023 - 11/21/2023	Govt Public Notices

Order Confirmation Amount	\$74.78
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CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, November 28, 2023		
Agenda Item Name		
Ordinance No. 2023-026 <i>Intro Lumberyard District PUD</i>		
Requested Action		
Recommend introduction of Ordinance 2023-026.		
Staff Report		
The applicant, Wolfe and Wallace Properties, Inc., is requesting a rezoning from Central Business District (CBD) to Planned Unit Development (PUD) in order to develop a mixed-use project consisting of residential and non-residential uses on 12.3 +/- acres located adjacent Victory Pointe and the South Lake Trail, along Carroll Street. The majority of the property has historically been used as a lumberyard and is still in operation today, under the name American Builders Supply. In addition, the property consists of an older storage facility, W&W Storage, and some smaller outparcels with older homes and structures, constructed in the 1950's. The applicant is proposing a major redevelopment project that will consist of 392 apartments, a two-story parking garage, an amenity/clubhouse building and a pool, along with 53,100 square feet of non-residential use (commercial, office, restaurant, and retail). At this time, the applicant and staff are working through the final details of the PUD document and accompanying materials, which will be presented in the final staff report and packet before City Council at the December 12, 2023 meeting.		
Red shading: ROW vacation request Yellow Outline: Subject Property		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)	
1. Ord 2023-025 - Lumberyard PUD	Ord 2023-025 - Lumberyard PUD.docx
2. Location Map	Location Map.pdf
3. Clermont Yards-Civil Conceptual Plans for City Council-111523	Clermont Yards-Civil Conceptual Plans for City Council-111523.pdf
4. Application-Executed	Application-Executed.pdf
5. Legal Ad Lumberyard PUD FINAL	Legal Ad Lumberyard PUD FINAL.pdf



CITY OF CLERMONT
ORDINANCE NO. 2023-026

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

NOW THEREFORE, The City Council of the City of Clermont, Lake County, Florida hereby ordains that:

SECTION 1:

The Official Zoning Map of the City of Clermont, Lake County, Florida referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances, is hereby amended by rezoning the following described property:

LEGAL DESCRIPTION

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, AND 16 OF BLOCK 120; LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, AND 22 OF BLOCK 119; LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, AND 13 OF BLOCK 115; AND PORTIONS OF CARROLL STREET AND WEST LAKE DRIVE, ALL OF JOHNSON'S REPLAT, OF BLOCKS, 141, 142, 143, 144, 145, 146, 115, 117, 118, 119, AND 120, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 71 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; TOGETHER WITH THAT PORTION OF OSCEOLA STREET VACATED IN THAT ORDINANCE RECORDED IN OFFICIAL RECORDS BOOK 590, PAGE 738 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; ALL LYING IN SECTIONS 23 AND 24, TOWNSHIP 22 SOUTH, RANGE 25 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF NORTH RIGHT OF WAY OF MINNEOLA AVENUE WITH THE EAST LINE OF GOVERNMENT LOT 8, LYING IN SECTION 23 TOWNSHIP 22 SOUTH, RANGE 25 EAST; THENCE RUN NORTH 89°29'17" WEST ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 232.49 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF WEST LAKE DRIVE; THENCE CONTINUE NORTH 89°29'17" WEST ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 50.00 FEET TO THE WEST RIGHT OF WAY OF WEST LAKE DRIVE; THENCE CONTINUE NORTH 89°29'17" WEST ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 125.00 FEET TO THE SOUTHWEST CORNER OF AFORESAID LOT 6 OF BLOCK 120, JOHNSON'S REPLAT; THENCE DEPARTING SAID NORTH RIGHT OF WAY RUN NORTH 0°25'20" EAST ALONG THE WEST LINES OF AFORESAID LOTS 4, 5, AND 6 OF BLOCK 120, JOHNSON'S REPLAT A DISTANCE OF 150.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 4; THENCE DEPARTING SAID WEST LINE RUN NORTH 89°29'17" WEST ALONG THE SOUTH LINES OF AFORESAID LOTS 7, 8, 9, 10, 11, 12, 13, AND 16 OF



CITY OF CLERMONT
ORDINANCE NO. 2023-026

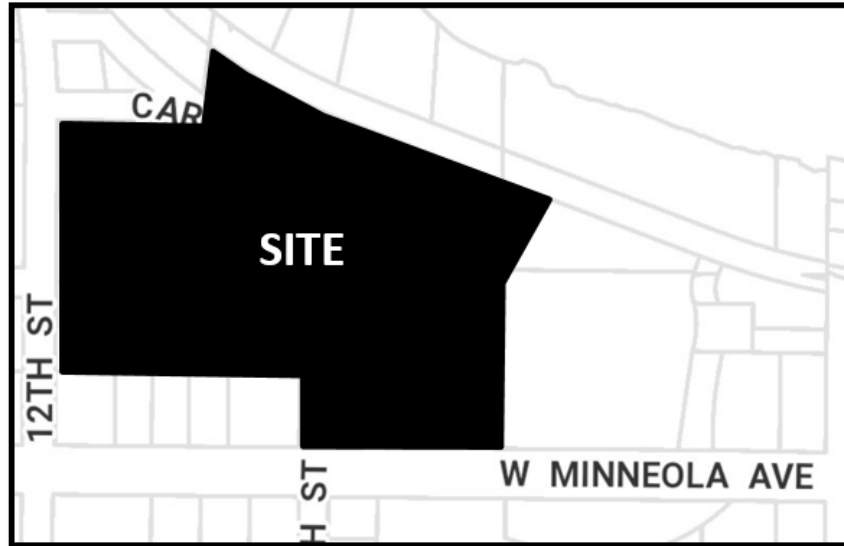
BLOCK 120, JOHNSON'S REPLAT A DISTANCE OF 497.78 FEET TO THE SOUTHWEST CORNER OF SAID LOT 16 AND A POINT ALONG THE EAST RIGHT OF WAY OF 12TH STREET; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 0°22'36" EAST ALONG THE EAST RIGHT OF WAY A DISTANCE OF 499.90 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, CONCAVE WESTERLY, HAVING A RADIUS OF 1465.68 FEET, A CHORD BEARING OF NORTH 00°10'45" WEST, AND A CHORD DISTANCE OF 10.10 FEET; THENCE ALONG THE ARC OF SAID CURVE, RUN THROUGH A CENTRAL ANGLE OF 00°23'41" FOR A DISTANCE OF 10.10 FEET TO THE NORTHWEST CORNER OF AFORESAID LOT 10 OF BLOCK 119, JOHNSON'S REPLAT AND A POINT ALONG THE SOUTH RIGHT OF WAY OF CARROLL STREET; THENCE DEPARTING SAID EAST RIGHT OF WAY RUN SOUTH 89°29'17" EAST ALONG THE NORTH LINE OF SAID LOTS 7, 8, 9, AND 10 OF BLOCK 119, AND THE SOUTH LINE OF SAID CARROLL STREET, A DISTANCE OF 273.01 FEET TO THE NORTHEAST CORNER OF AFORESAID LOT 7 OF BLOCK 119, JOHNSON'S REPLAT; THENCE DEPARTING SAID SOUTH RIGHT OF WAY RUN NORTH 24°20'54" EAST A DISTANCE OF 61.17 FEET TO THE SOUTHWEST CORNER OF AFORESAID LOT 13 OF BLOCK 115, JOHNSON'S REPLAT, ON THE NORTH RIGHT OF WAY OF SAID CARROLL STREET; THENCE DEPARTING SAID NORTH RIGHT OF WAY RUN NORTH 7°41'47" EAST A DISTANCE OF 98.18 FEET TO THE NORTHWEST CORNER OF AFORESAID LOT 13 OF BLOCK 115, JOHNSON'S REPLAT, BEING A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1176.28 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE ALSO BEING THE NORTH LINE OF AFORESAID LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, AND 13 OF BLOCK 115, JOHNSON'S REPLAT ALONG A CHORD BEARING OF SOUTH 61°10'59" EAST FOR AN ARC LENGTH OF 328.69 FEET; THENCE CONTINUING ALONG SAID NORTH LINE AND THE 100 FEET SOUTHEASTERLY EXTENSION OF RUN SOUTH 69°11'18" EAST A DISTANCE OF 430.34 FEET; THENCE DEPARTING SAID NORTH LINE AND SOUTHEASTERLY EXTENSION RUN SOUTH 30°13'43" WEST A DISTANCE OF 190.34 FEET TO A POINT ALONG THE AFORESAID EAST LINE OF GOVERNMENT LOT 8; THENCE RUN SOUTH 0°40'24" WEST ALONG SAID EAST LINE A DISTANCE OF 343.41 FEET TO THE AFORESAID POINT OF BEGINNING.

THE LANDS DESCRIBED HEREON CONTAIN 12.309 ACRES (536,167 SQUARE FEET) MORE OR LESS.

LOCATION:

1000 Carroll Street (Wolfe & Wallace Investments, LLC)
North of the W. Minneola Ave. and Lake Drive intersection, adjacent to Victory Pointe and South Lake Trail, and west of Lake Drive, including the requested vacated portion of Carroll Street and Lake Drive.

(Alternate Key 1622581, 1622701, 1622719, 1622727, 1622743,
1622751, 1622760, 1622778, 3409736, 1815673, 1622735)
Approx. 12.3 +/- Acres



Requested Action:

**Rezone property from Central Business District (CBD) to
Planned Unit Development (PUD) for residential and non-residential uses consisting of
multi-family apartments, retail, restaurant, office, and hotel uses**

SECTION 2: GENERAL CONDITIONS

This application for a Planned Unit Development is to allow for a 392 multi-family residential units on the property described above (hereinafter the “Property”) with up to 55,000 square feet of non-residential uses; be granted subject to the following conditions:

1. The conditions as set forth in this Planned Unit Development shall be legally binding upon any heirs, assigns and successors in title or interest.
2. The property shall be developed in substantial accordance with the Lumberyard District Rezoning Plan, prepared by Kimley-Horn dated November 15, 2023. Formal construction plans incorporating all conditions stated in this permit shall be submitted for review and approved by the Site Review Committee prior to the issuance of a zoning clearance or other development permits.
3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.
4. Fiber optic conduit and pull boxes may be required to be installed by the developer in the utility easements to extend the City’s fiber optic network. The City’s Information Technology Director will work with the developer at the time of site plan review to determine the extent of fiber optic conduit.



CITY OF CLERMONT
ORDINANCE NO. 2023-026

5. Easements shall be provided to the City at no expense to the City authorizing the City's unrestricted access to any existing and proposed utilities that the City will own and maintain.
6. School concurrency shall be met before any final site plan approval that contains residential uses that will generate school age children in accordance with the Comprehensive Plan and Land Development Code.
7. All Fire Department Access for the Project shall be provided in Accordance with the Florida Fire Prevention Code. All Multi-family Buildings shall be provided with Fire Sprinklers.
8. Irrigation water shall be provided by a private well for all common areas and commercial sites throughout the project.
9. Irrigation and landscaping shall meet Florida Water Star requirements. Topsoil and/or soil amendments will be required prior to any landscape plantings to help reduce the irrigation needs to maintain healthy landscaping.
10. The Developer shall be responsible for all costs of on-site and off-site utility improvements, including, but not limited to design, material, permitting, connection and installation of sufficient size lines, lift stations and other appurtenances necessary to allow the City to serve the property.
11. Any existing dedicated City of Clermont utilities must stay in service throughout construction.
12. No Certificate of Occupancy shall be issued until water and sewer improvements have been completed and accepted by the City.
13. All utilities shall be designed and installed as per the City's specifications or as amended and approved by City staff.
14. The development shall comply with all applicable City, County and Florida Department of Transportation access management requirements. The Developer shall timely complete all required mitigation and other improvements as may be applicable.

SECTION 3: LAND USES AND SPECIFIC CONDITIONS

NEED ITEMS TO BE ADDED

SECTION 4: CONFLICT

All Ordinances or parts of this Ordinance in conflict herewith are hereby repealed.



CITY OF CLERMONT
ORDINANCE NO. 2023-026

SECTION 5: SEVERABILITY

Should any Section or part of this Section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply to or affect any other provision of this Ordinance, except to the extent that the entire Section or part of the Section may be inseparable in meaning and effect from the Section to which such holding shall apply.

SECTION 6: ADMINISTRATIVE CORRECTION

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

SECTION 7: RECORDING

This Ordinance shall be recorded in the Public Records of Lake County, Florida and at the Applicant's expense.

SECTION 8: PUBLICATION AND AN EFFECTIVE DATE

This Ordinance shall be published as provided by law, and it shall become law and take effect upon its Second Reading and Final Passage.



CITY OF CLERMONT
ORDINANCE NO. 2021-015

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 12th day of December, 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

DRAFT



CITY OF CLERMONT
ORDINANCE NO. 2021-015

EXHIBIT A – COMMUNITY BENEFIT AGREEMENT

DRAFT

Exhibit - Location Map –Lumberyard PUD

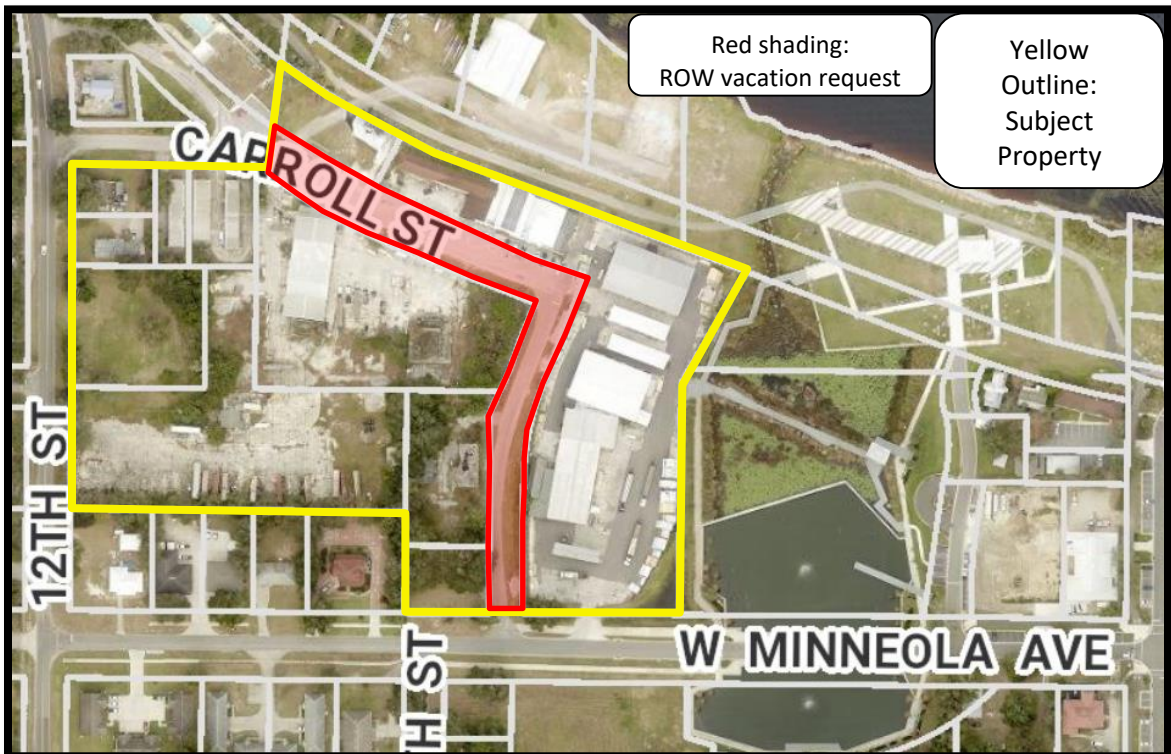
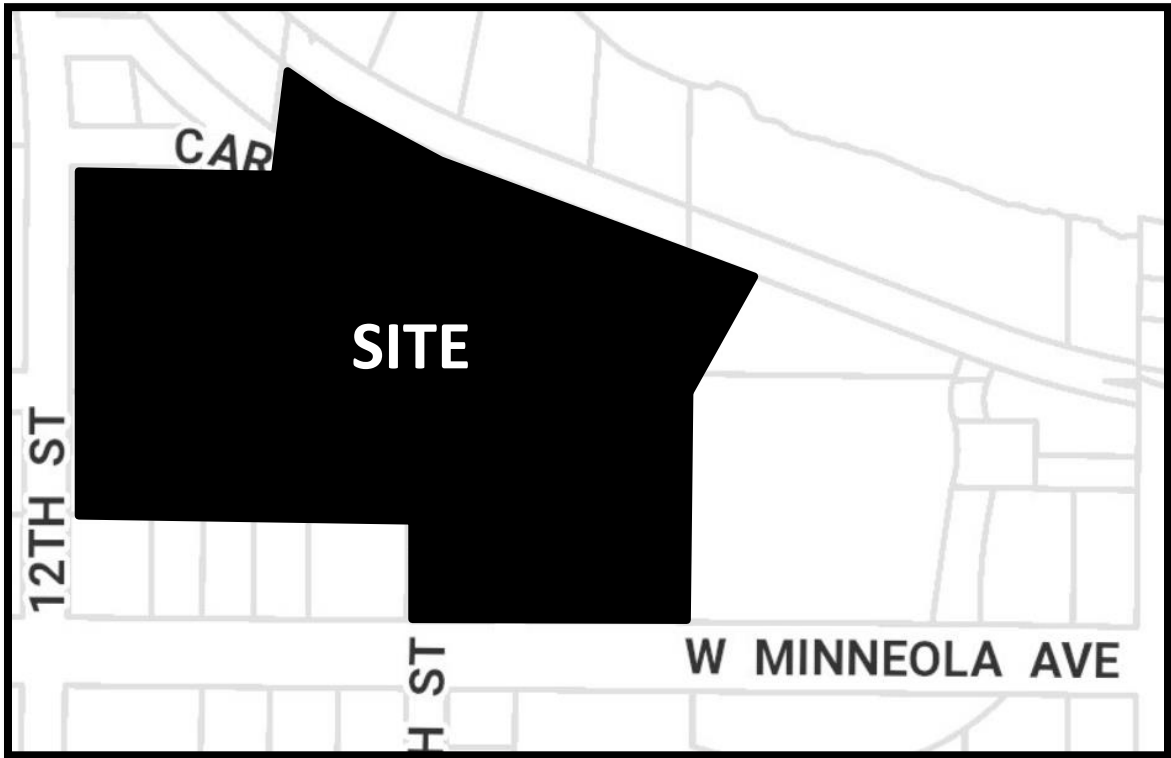
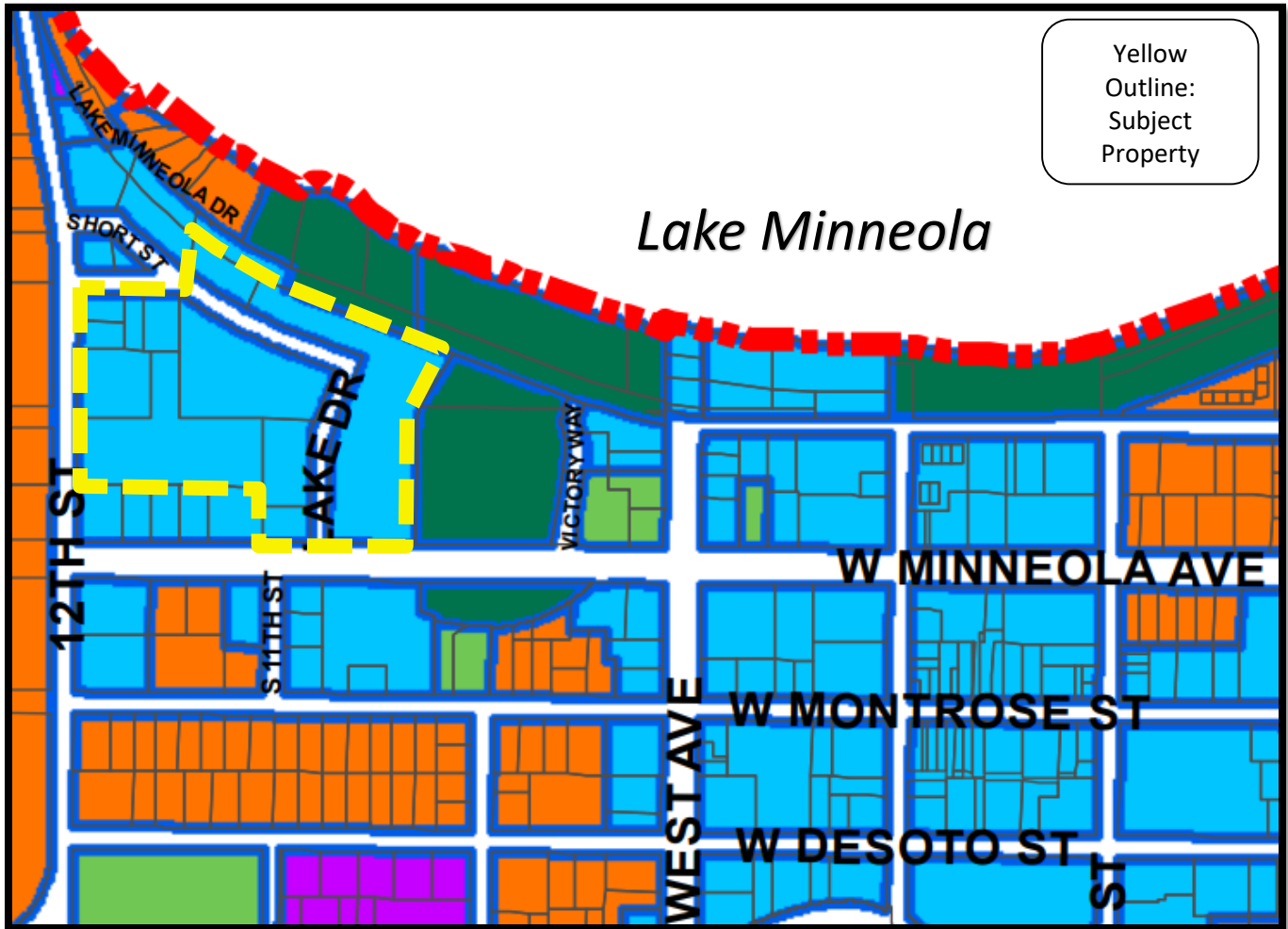


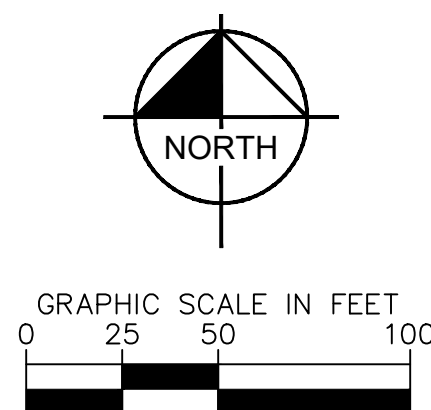
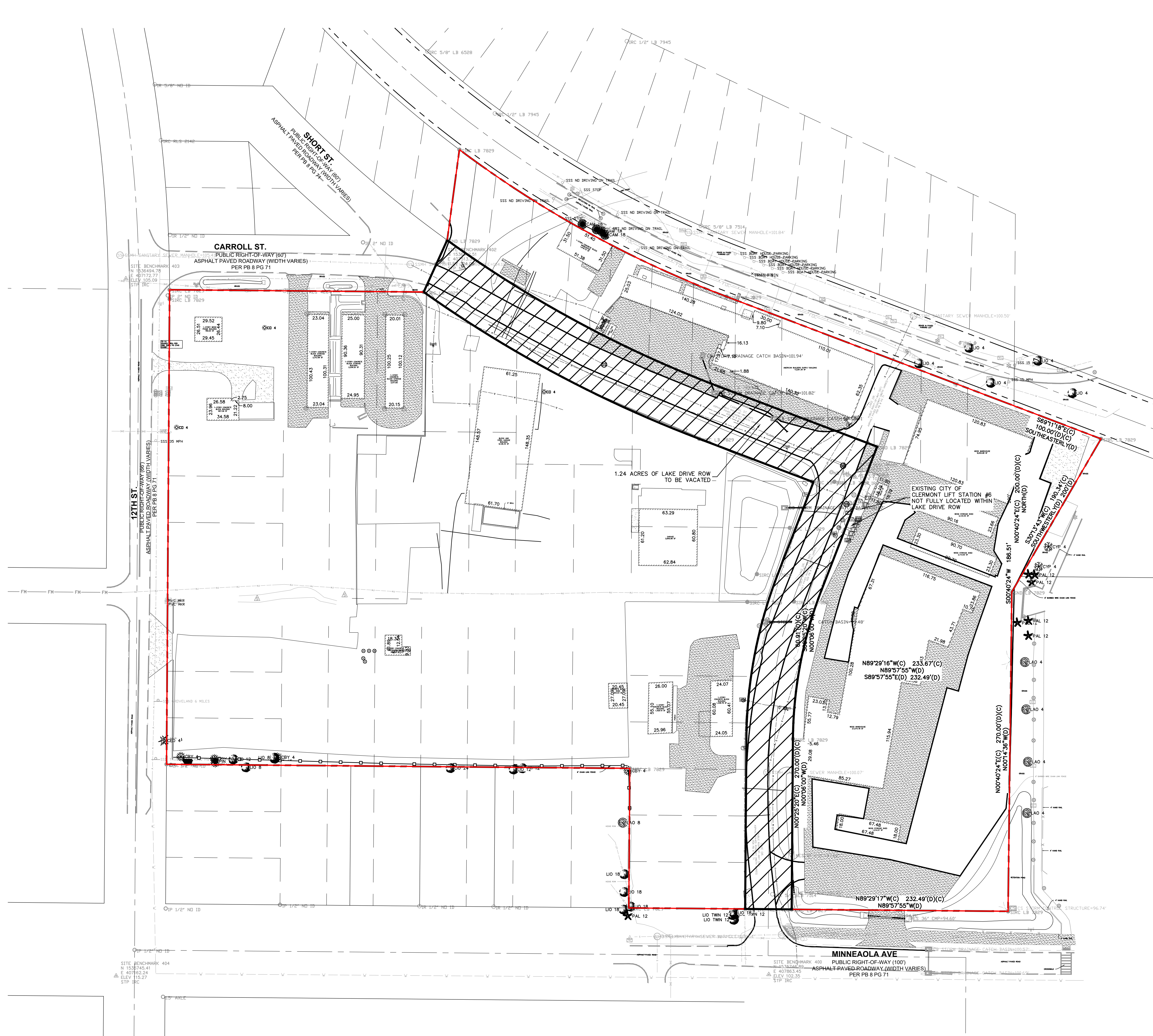
Exhibit - Zoning Map –Lumberyard PUD

Yellow
Outline:
Subject
Property



Zoning Designations

	CBD CENTRAL BUSINESS DISTRICT
	WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT
	CD COMMERCE DISTRICT
	CDD COMMUNITY DEVELOPMENT DISTRICT
	C-1 LIGHT COMMERCIAL DISTRICT
	C-2 GENERAL COMMERCIAL DISTRICT
	R-1-A SINGLE FAMILY LOW DENSITY RESIDENTIAL DISTRICT
	R-1 SINGLE FAMILY MEDIUM DENSITY RESIDENTIAL DISTRICT
	R-2 MEDIUM DENSITY RESIDENTIAL DISTRICT
	R-3-A RESIDENTIAL/PROFESSIONAL DISTRICT
	R-3 RESIDENTIAL/PROFESSIONAL DISTRICT
	M-1 INDUSTRIAL DISTRICT
	O-1 OFFICE DISTRICT
	PR PARKS AND RECREATION DISTRICT
	PUD PLANNED UNIT DEVELOPMENT
	UE URBAN ESTATE LOW DENSITY RESIDENTIAL DISTRICT
	UT URBAN TRANSITION DISTRICT
	AREAS NOT WITHIN THE CITY LIMITS



LEGEND

	PROPERTY LINE
	EXISTING EASEMENT
	ROADWAY ROW TO BE VACATED

Always call 811 two full business days before you dig to have underground utilities located and marked.



	CITY COUNCIL	JLA	10/25/2023	
No.	REVISIONS	DATE	BY	

Kimley»Horn

© 2023 KIMLEY-HORN AND ASSOCIATES, INC.
189 S. ORANGE AVENUE, SUITE 1000, ORLANDO, FL 32801
PHONE: 407-898-1511
WWW.KIMLEY-HORN.COM REGISTRY NO. 35106

LICENSED PROFESSIONAL

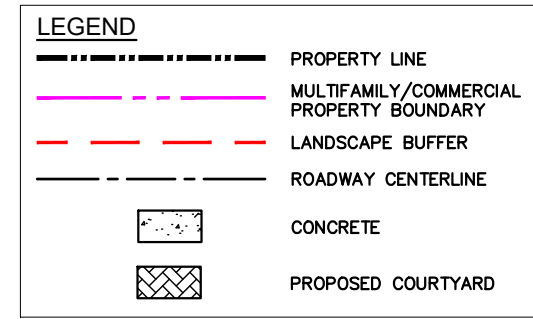
KHA PROJECT
DATE
SCALE AS SHOWN
DESIGNED BY
DRAWN BY
CHECKED BY

ROW VACATE PLAN

LUMBERYARD DISTRICT REZONING

CITY OF CLERMONT
FLORIDA

SHEET NUMBER
C2.0



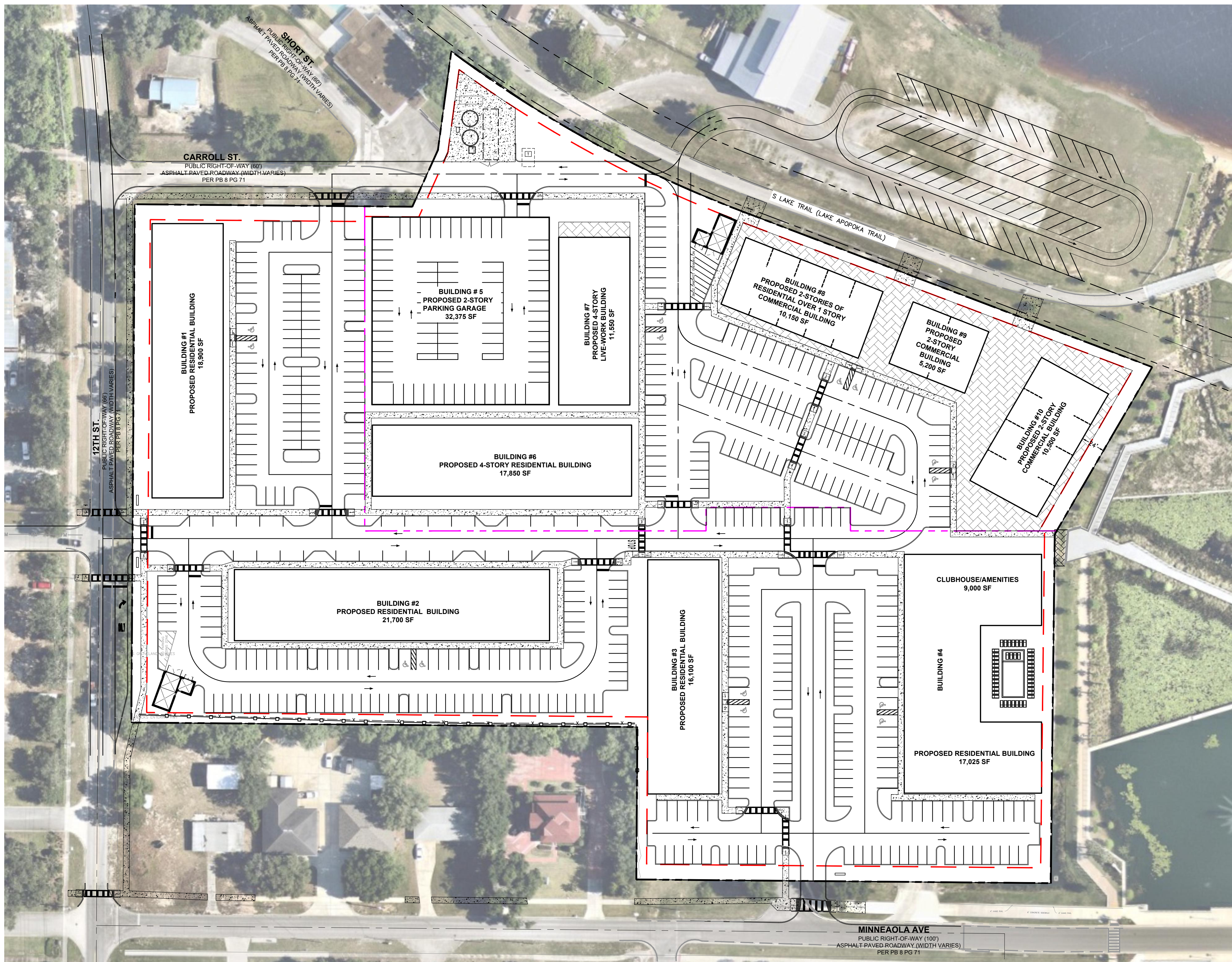
OVERALL PARKING REQUIREMENTS:

REQUIRED PARKING:	641 SPACES
PROVIDED PARKING:	648 SPACES

STORMWATER MANAGEMENT NOTES:

1. ALL STORMWATER RUNOFF WILL BE ROUTED TO LAKE MINNEOLA VIA ON SITE STORMWATER SYSTEM.
2. SITE FALLS WITHIN WEST LAKE BASIN WITH MAXIMUM IMPERVIOUS SITE RATIO (ISR) OF 65% PER SFWMD.

SHEET NUMBER C4.0	LUMBERYARD DISTRICT REZONING CITY OF CLERMONT FLORIDA	OVERALL SITE PLAN
-------------------------------------	---	---------------------------------



Always call 811 two full business days before you dig to have underground utilities located and marked.

Sunshine811.com

<u>PROJECT SITE:</u>	
MULTIFAMILY	7.14 ACRES
<u>ISR CALCULATION MULTIFAMILY:</u>	
MULTIFAMILY IMPERVIOUS AREA:	5.82 AC
MULTIFAMILY PERVIOUS AREA:	1.32 AC
MAXIMUM ISR:	1.30
PROPOSED ISR:	0.02
<u>DENSITY MULTIFAMILY:</u>	
PROPOSED MULTIFAMILY DWELLING UNITS (BUILDINGS #1-#4):	262 UNITS
TOTAL UNITS:	262 UNITS
TOTAL AREA FOR DENSITY CALCULATIONS: 7.14 ACRES	
CENTRAL BUSINESS DISTRICT (CBD)	
MAX: 40 DU/ACRE (WITH AVAILABLE BONUS)	
MIN: N/A	
262 UNITS/7.14 ACRES = 36 UNITS/ACRE	

<u>MULTIFAMILY PARKING REQUIREMENTS:</u>	
(1.25 SPACES/1 BEDROOM UNIT):	
1.25 SPACES X 197 UNITS =	247 SPACES
(1.5 SPACES/2 BEDROOM UNIT):	
1.5 SPACES X 65 UNITS =	98 SPACES
TOTAL SPACES REQUIRED:	345 SPACES
<u>PROVIDED MULTIFAMILY PARKING</u>	
STANDARD SPACES (10'X20'):	137 SPACES
COMPACT SPACES (9'X18'):	186 SPACES
PARALLEL SPACES (10'X23'):	14 SPACES
ADA SPACES (12'X20'):	8 SPACES
TOTAL SPACES PROPOSED:	345 SPACES

<u>BUILDING SETBACKS MULTIFAMILY:</u>		
	<u>MIN/MAX</u>	<u>PROPOSED</u>
NORTH (FRONT):	0 FT/ NA	19 FT
SOUTH (BACK):	0 FT/ NA	84 FT
EAST (SIDE):	0 FT/ NA	12 FT
WEST (SIDE):	0 FT/ NA	18 FT

<u>LANDSCAPING/BUFFERS MULTIFAMILY:</u>		
	<u>MIN</u>	<u>PROPOSED</u>
NORTH (FRONT):	10/15 FT*	10/15 FT
EAST (SIDE):	10 FT	10 FT
WEST (SIDE):	15 FT	15 FT
SOUTH (BACK):	10/15 FT*	10/15 FT

*THE LANDSCAPE BUFFER WHEN ADJACENT TO PUBLIC RIGHT OF WAY IS MINIMUM 15 FT WITH BRICK, STONE, OR MASONRY WALL W/ TREES OR SHRUBS OR 25' WITH EARTHEN BERM, TREES, AND CONTINUOUS HEDGE.
LANDSCAPE BUFFER BETWEEN ADJACENT PROPERTIES IS 10 FT.

<u>PROJECT SITE:</u>	
COMMERCIAL	5.16 ACRES
<u>ISR CALCULATION COMMERCIAL:</u>	
COMMERCIAL IMPERVIOUS AREA:	4.31 AC
COMMERCIAL PERVIOUS AREA:	0.84 AC
MAXIMUM ISR:	1.00
PROPOSED ISR:	0.84

<u>DENSITY COMMERCIAL:</u>	
MULTIFAMILY DWELLING UNITS (BUILDING #6 & #7)	130 UNITS
TOTAL MULTIFAMILY UNITS:	130 UNITS
BUILDING #7 RETAIL SPACE:	11,550 SF
BUILDING #6 RETAIL SPACE	10,150 SF
BUILDING #7 RETAIL SPACE:	10,400 SF
BUILDING #10 RETAIL SPACE:	21,000 SF
TOTAL COMMERCIAL SF:	53,100 SF
TOTAL AREA FOR DENSITY CALCULATIONS:	5.16 ACRES
CENTRAL BUSINESS DISTRICT (CBD)	
MAX: 40 DU/ACRE (WITH AVAILABLE BONUS)	
MIN: N/A	
130 UNITS/5.16 ACRES = 26 UNITS/ACRE	

COMMERCIAL PARKING REQUIREMENTS:
THE COMMERCIAL PORTION OF THIS SITE INCLUDES 130 MULTIFAMILY UNITS PROVIDED WITHIN A 4 STORY LIVE-WORK MULTIFAMILY BUILDING, A 2 STORY MULTIFAMILY BUILDING ABOVE THE 10,150 SF RETAIL BUILDING, AND A 4 STORY MULTIFAMILY BUILDING.

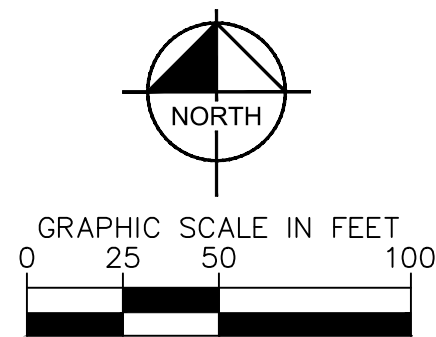
RETAIL PARKING REQUIREMENT:	1 SPACE/333 SF
PROPOSED 2 STORY RETAIL (10,400 SF) =	31 SPACES
PROPOSED 2 STORY RETAIL (21,000 SF) =	63 SPACES
PROPOSED 1 STORY RETAIL (10,150 SF) =	30 SPACES
<u>COMMERCIAL SPACES REQUIRED:</u>	<u>124 SPACES</u>

MULTIFAMILY PARKING REQUIREMENTS:	
(1.25 SPACES/1 BEDROOM UNIT):	
1.25 SPACES X 98 UNITS =	123 SPACES
(1.5 SPACES/2 BEDROOM UNIT):	
1.5 SPACES X 32 UNITS =	49 SPACES
MULTIFAMILY SPACES REQUIRED:	
TOTAL SPACES REQUIRED:	296 SPACES

PROVIDED COMMERCIAL PARKING	
STANDARD SPACES (10'X20'):	46 SPACES
COMPACT SPACES (9'X18'):	63 SPACES
PARALLEL SPACES (10'X23'):	8 SPACES
ADA SPACES (12'X20'):	6 SPACES
GARAGE SPACES (10'X20'):	180 SPACES
TOTAL SPACES PROPOSED:	303 SPACES

<u>BUILDING SETBACKS COMMERCIAL:</u>	<u>MIN/MAX</u>	<u>PROPOSED</u>
NORTH (FRONT):	0 FT/ NA	23 FT
SOUTH (BACK):	0 FT/ NA	14 FT
EAST (SIDE):	0 FT/ NA	24 FT
WEST (SIDE):	0 FT/ NA	7 FT

<u>LANDSCAPING/BUFFERS COMMERCIAL:</u>		
	<u>MIN</u>	<u>PROPOSED</u>
NORTH (FRONT):	10 FT	10 FT
EAST (SIDE):	10 FT	15 FT
WEST (SIDE):	10 FT	10 FT
SOUTH (BACK):	20 FT	20 FT



	CITY COUNCIL	JLA	10/25/2023
	CITY COUNCIL	JLA	11/15/2023
No.	REVISIONS	DATE	BY

Kimley»»Horn
© 2023 KIMLEY-HORN AND ASSOCIATES, INC.
189 S. ORANGE AVENUE, SUITE 1000, ORLANDO, FL 32801
PHONE: 407-898-1511
WWW.KIMLEY-HORN.COM REGISTRY NO. 35106

LICENSED PROFESSIONAL
MATTHEW S. GILLESPIE
FLORIDA LICENSE NUMBER
76950

KHA PROJECT 049642001	DATE 06/26/2023
SCALE AS SHOWN	DESIGNED BY JPR
	DRAWN BY SJJ
	CHECKED BY JPR

DIVIDED PROPERTY SITE PLAN

LUMBERYARD DISTRICT REZONING

CITY OF CLERMONT
FLORIDA

SHEET NUMBER
C4.1



CITY OF CLERMONT REZONING APPLICATION

DATE 6/27/2023		FEE: \$542.00 + cost of advertisement + cost of traffic review, if necessary	
Project Name (if applicable) Lumberyard District			
Applicant Wolfe and Wallace Properties, Inc			
Contact Person David Wallace			
Address 995 W. Lakeshore Dr	City Clermont	State FL	Zip 34711
Telephone 352-267-8946	Fax		
Email dwal2100@aol.com			
OWNER INFORMATION			
Owner's Name Same as Applicant Above			
Owner Address	City	State	Zip
Telephone	Email		
PROPERTY INFORMATION			
Address of Subject Property 12th Street & W Minneola Ave	City Clermont	State FL	Zip 34711
Legal Description (include copy of survey) The subject project location is located east of 12th Street, north of West Minneola Avenue, and South of South Lake Trail (Lake Apopka Trail. The project area is comprised of 9 separate properties with the following parcel ID's: 1622701, 1622751, 1622760, 1622778, 1622743, 1622719, 1622727, 3409736,1 and 622581. (See attached survey and separate legal desc document)			
Acreage 12.3	Land Use (City verification required) Downtown MU		
Present Zoning (City verification required) Central Business District (CBD)	Proposed Zoning PUD		



CITY OF CLERMONT REZONING APPLICATION

Answers to the following questions are required to complete this application.

What are you proposing to do that would require a rezoning?

The proposed project entails a combination of 9 separate properties located between 12th Street, West Minneola Avenue, and South Lake Trail. The 9 properties provide approximately 12.3 acres of area where approximately 7.4 acres will be developed in a multifamily development. The remaining 4.9 acres are being developed as a mixed use commercial with an onsite parking garage. See the attached proposed Concept Plans for approval request. Waivers are also being requested for parking stall widths, maximum building heights, and dwelling unit density bonus increase.

The area of these properties is currently zoned as Central Business District (CBD) with a future land use of Downtown MU. The goal of the rezoning to PUD zoning is to enhance the harmonious mixture of residential, commercial, professional, institutional and governmental enterprises in the area, while providing a unique and enjoyable shopping and activity center for the city. This proposed multifamily development is asking for waivers related to parking, height variance, and density. These waivers are necessary for the proposed development of the project and are explained in more detail on the waiver letter attached to this application. Please see the attached project narrative and waiver letters for more information on this project.

Check box to indicate additional materials are provided via attachment. ☒

DAVID WALLACE

Applicant Name (print)

x *David Wallace*

Applicant Name (signature)

Denise W. Wallace

Owner Name (print)

x *Denise W. Wallace*

Owner Name (signature)

City of Clermont

Development Services Department

685 W. Montrose St.

P.O. Box 120219

Clermont, FL 34712-0219

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

5/22/2020

LEGAL NOTICE

On Tuesday, December 5, 2023 at 6:30 PM the Clermont Planning & Zoning Commission will consider the enactment of the following proposed ordinance, and on Tuesday, December 12, 2023 at 6:30 PM at a public hearing the request will be held before the City Council for Final Adoption.

ORDINANCE NO. 2023-026

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

LOCATION

1000 Carroll Street (Wolfe & Wallace Investments, LLC)

North of the W. Minneola Ave. and Lake Drive intersection, adjacent to Victory Pointe and South Lake Trail, and west of Lake Drive, including the requested vacated portion of Carroll Street and Lake Drive.

(Alternate Key 1622581, 1622701, 1622719, 1622727, 1622743, 1622751, 1622760, 1622778, 3409736, 1815673, 1622735)

Approx. 12.3 +/- Acres



LEGAL DESCRIPTION

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, AND 16 OF BLOCK 120; LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, AND 22 OF BLOCK 119; LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, AND 13 OF BLOCK 115; AND PORTIONS OF CARROLL STREET AND WEST LAKE DRIVE, ALL OF JOHNSON'S REPLAT, OF BLOCKS, 141, 142, 143, 144, 145, 146, 115, 117, 118, 119, AND 120, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 71 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; TOGETHER WITH THAT PORTION OF OSCEOLA STREET VACATED IN THAT ORDINANCE RECORDED IN OFFICIAL RECORDS BOOK 590, PAGE 738 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; ALL LYING IN SECTIONS 23 AND 24, TOWNSHIP 22 SOUTH, RANGE 25 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF NORTH RIGHT OF WAY OF MINNEOLA AVENUE WITH THE EAST LINE OF GOVERNMENT LOT 8, LYING IN SECTION 23 TOWNSHIP 22 SOUTH, RANGE 25 EAST; THENCE RUN NORTH 89°29'17" WEST ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 232.49 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF WEST LAKE DRIVE; THENCE CONTINUE NORTH 89°29'17" WEST ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 50.00 FEET TO THE WEST RIGHT OF WAY OF WEST LAKE DRIVE; THENCE CONTINUE NORTH 89°29'17" WEST ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 125.00 FEET TO THE SOUTHWEST CORNER OF AFORESAID LOT 6 OF BLOCK 120, JOHNSON'S REPLAT; THENCE DEPARTING SAID NORTH RIGHT OF WAY RUN NORTH 0°25'20" EAST ALONG THE WEST LINES OF AFORESAID LOTS 4, 5, AND 6 OF BLOCK 120, JOHNSON'S REPLAT A DISTANCE OF 150.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 4; THENCE DEPARTING SAID WEST LINE RUN NORTH 89°29'17" WEST ALONG THE SOUTH LINES OF AFORESAID LOTS 7, 8, 9, 10, 11, 12, 13, AND 16 OF BLOCK 120, JOHNSON'S REPLAT A DISTANCE OF 497.78 FEET TO THE SOUTHWEST CORNER OF SAID LOT 16 AND A POINT ALONG THE EAST RIGHT OF WAY OF 12TH STREET; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 0°22'36" EAST ALONG THE EAST RIGHT OF WAY A DISTANCE OF 499.90 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, CONCAVE WESTERLY, HAVING A RADIUS OF 1465.68 FEET, A CHORD BEARING OF NORTH 00°10'45" WEST, AND A CHORD DISTANCE OF 10.10 FEET; THENCE ALONG THE ARC OF SAID CURVE, RUN THROUGH A CENTRAL ANGLE OF 00°23'41" FOR A DISTANCE OF 10.10 FEET TO THE NORTHWEST CORNER OF AFORESAID LOT 10 OF BLOCK 119, JOHNSON'S REPLAT AND A POINT ALONG THE SOUTH RIGHT OF WAY OF CARROLL STREET; THENCE DEPARTING SAID EAST RIGHT OF WAY RUN SOUTH 89°29'17" EAST ALONG THE NORTH LINE OF SAID LOTS 7, 8, 9, AND 10 OF BLOCK 119, AND THE SOUTH LINE OF SAID CARROLL STREET, A DISTANCE OF 273.01 FEET TO THE NORTHEAST CORNER OF AFORESAID LOT 7 OF BLOCK 119, JOHNSON'S REPLAT; THENCE DEPARTING SAID SOUTH RIGHT OF WAY RUN NORTH 24°20'54" EAST A DISTANCE OF 61.17 FEET TO THE SOUTHWEST CORNER OF AFORESAID LOT 13 OF BLOCK 115, JOHNSON'S REPLAT, ON THE NORTH RIGHT OF WAY OF SAID CARROLL STREET; THENCE DEPARTING SAID NORTH RIGHT OF WAY RUN NORTH 7°41'47" EAST A DISTANCE OF 98.18 FEET TO THE NORTHWEST CORNER OF AFORESAID LOT 13 OF BLOCK 115, JOHNSON'S REPLAT, BEING A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1176.28 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE ALSO BEING THE NORTH LINE OF AFORESAID LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, AND 13 OF BLOCK 115, JOHNSON'S REPLAT ALONG A CHORD BEARING OF SOUTH 61°10'59" EAST FOR AN ARC LENGTH OF 328.69 FEET; THENCE CONTINUING ALONG SAID NORTH LINE AND THE 100 FEET SOUTHEASTERLY EXTENSION OF RUN SOUTH 69°11'18" EAST A DISTANCE OF 430.34 FEET; THENCE DEPARTING SAID NORTH LINE AND SOUTHEASTERLY EXTENSION RUN SOUTH 30°13'43" WEST A DISTANCE OF 190.34 FEET TO A POINT ALONG THE AFORESAID EAST LINE OF GOVERNMENT LOT 8; THENCE RUN SOUTH 0°40'24" WEST ALONG SAID EAST LINE A DISTANCE OF 343.41 FEET TO THE AFORESAID POINT OF BEGINNING.

THE LANDS DESCRIBED HEREON CONTAIN 12.309 ACRES (536,167 SQUARE FEET) MORE OR LESS.

PROPERTY REZONING

Rezone property from Central Business District (CBD) to Planned Unit Development (PUD) for residential and non-residential uses consisting of multi-family apartments, retail, restaurant, office, and hotel uses

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

Daily Commercial

Page 392

November 20th and November 27th

LF-37857811



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, November 28, 2023		
Agenda Item Name		
Ordinance No. 2023-033 <i>Intro</i> <i>ROW Vacation Request</i>		
Requested Action		
Recommend introduction of Ordinance 2023-033		
Staff Report		
The applicant, Wolfe & Wallace Properties, Inc., is requesting a partial right-of-way vacation (shaded in red below) of Carroll Street and Lake Drive in order to redevelop this area for a mixed-use project in the Downtown area, west of Victory Pointe and adjacent to the South Lake Trail. The applicant is requesting the vacation of these roads in order to reconfigure access to this area along with improving the conditions of the roads and developing a direct access point to the City's Rowing Boathouse parking lot. The requested vacation of these two roads bisect the middle of the property assemblage (outlined in yellow below). The applicant, as part of the redevelopment project, shall maintain connectivity in this area. The roads currently serve American Building Supply and access to other properties owned by the applicant in this area. Staff recommends approval of Ordinance 2023-033 contingent upon the approval of the rezoning that is under consideration, Ordinance 2023-026, the Lumberyard PUD.		
Red shading: ROW vacation request Yellow Outline: Subject Property		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)		
1.	Ord 2023-033 Lumberyard ROW Vacate (11.14.2023)	Ord 2023-033 Lumberyard ROW Vacate (11.14.2023).pdf
2.	Aerial and ROW Exhibit	Aerial and ROW Exhibit.pdf
3.	ROW-Application-2020-Clermont Yards-Executed	ROW-Application-2020-Clermont Yards-Executed.pdf
4.	Clermont Yards - RW Vacate Sketch - Carroll Street Lake Drive	Clermont Yards - RW Vacate Sketch - Carroll Street Lake Drive.pdf
5.	Ord 2023-033 ROW Legal Ad - FINAL	Ord 2023-033 ROW Legal Ad - FINAL.pdf



CITY OF CLERMONT
ORDINANCE NO. 2023-033

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, CLOSING AND PERMANENTLY ABANDONING A PORTION OF CARROLL STREET RIGHT OF WAY AND OF LAKE DRIVE RIGHT OF WAY, JOHNSON'S REPLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGE 17, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS BELOW; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND EFFECTIVE DATE.

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

SECTION 1: LEGAL DESCRIPTION

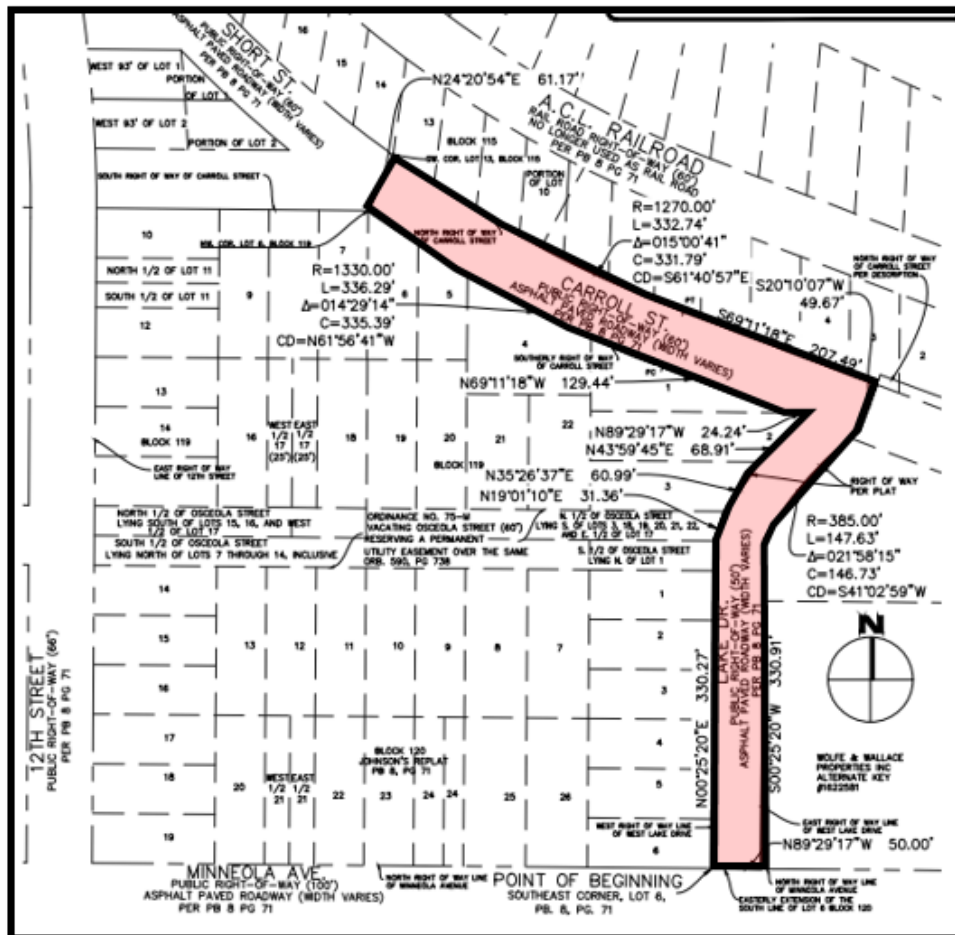
A PORTION OF CARROLL STREET RIGHT OF WAY AND OF LAKE DRIVE RIGHT OF WAY, JOHNSON'S REPLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGE 17, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 6, BLOCK 120 OF SAID JOHNSON'S REPLAT, SAID POINT ALSO BEING A POINT ON THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF MINNEOLA AVENUE AND THE WEST RIGHT OF WAY LINE OF LAKE DRIVE, ACCORDING TO SAID PLAT; THENCE NORTH 00°25'20" EAST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 330.27 FEET; THENCE NORTH 19°01'10" EAST, A DISTANCE OF 31.36 FEET; THENCE NORTH 35°26'37" EAST, A DISTANCE OF 60.99 FEET THENCE NORTH 43°59'45" EAST, A DISTANCE OF 68.61 FEET TO THE INTERSECTION OF SAID WEST RIGHT OF WAY LINE OF WEST LAKE DRIVE AND THE NORTHEASTERLY MOST CORNER OF LOT 2, BLOCK 119, SAID JOHNSON'S REPLAT, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF CARROLL STREET, ACCORDING TO SAID PLAT; THENCE NORTH 89°29'17" WEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 24.24 FEET; THENCE NORTH 69°11'18" WEST, A DISTANCE OF 129.44 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1330.00 FEET; THENCE NORTHWESTERLY, 336.29 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°29'14", A CHORD BEARING OF NORTH 61°56'41" WEST, AND A CHORD DISTANCE OF 335.39 FEET TO THE NORTHWEST CORNER OF LOT 6, BLOCK 119; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, NORTH 24°20'54" EAST, A DISTANCE OF 61.17 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID CARROLL STREET AND THE SOUTHWEST CORNER OF LOT 13, BLOCK 115, AND A POINT ON A CURVE CONCAVE NORTHEASTERLY AND

CITY OF CLERMONT
ORDINANCE NO. 2023-033

HAVING A RADIUS OF 1270.00 FEET; THENCE SOUTHEASTERLY, 332.74 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°00'41", A CHORD BEARING OF SOUTH 61°40'57" EAST, AND A CHORD DISTANCE OF 331.79 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 69°11'18" EAST, A DISTANCE OF 207.49 FEET; THENCE SOUTH 20°10'07" WEST, A DISTANCE OF 49.67 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 385.00 FEET; THENCE SOUTHWESTERLY, 147.63 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 21°58'15", A CHORD BEARING OF SOUTH 41°02'59" WEST, AND A CHORD DISTANCE OF 146.73 FEET TO THE EAST RIGHT OF WAY LINE OF WEST LAKE DRIVE; THENCE SOUTH 00°25'20" WEST, ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 330.91 FEET TO THE NORTH RIGHT OF WAY LINE OF MINNEOLA AVENUE AND THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 6, BLOCK 120 OF AFOREMENTIONED PLAT; THENCE NORTH 89°29'17" WEST ALONG SAID EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 6, BLOCK 120, A DISTANCE OF 50.00 FEET, TO THE POINT OF BEGINNING

SAID PARCEL CONTAINING 1.281 ACRES, MORE OR LESS





CITY OF CLERMONT
ORDINANCE NO. 2023-033

SECTION 2: AUTHORITY

The closing is done pursuant to the authority of the Charter of the City of Clermont, Lake County, Florida and the general laws of the State of Florida.

SECTION 3: CONFLICT

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

SECTION 4: SEVERABILITY

Should any Section or part of a Section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply or affect any other provision of this Ordinance, except to the extent that the entire Section or part of the Section may be separable in meaning and effect from the Section to which such holding shall apply.

SECTION 5: ADMINISTRATIVE CORRECTION

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

SECTION 6: RECORDING

This Ordinance shall be recorded in the Public Records of Lake County, Florida.

SECTION 7: PUBLICATION AND EFFECTIVE DATE

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



CITY OF CLERMONT
ORDINANCE NO. 2023-033

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 12th day of December, 2023.

CITY OF CLERMONT

Tim Murry, Mayor

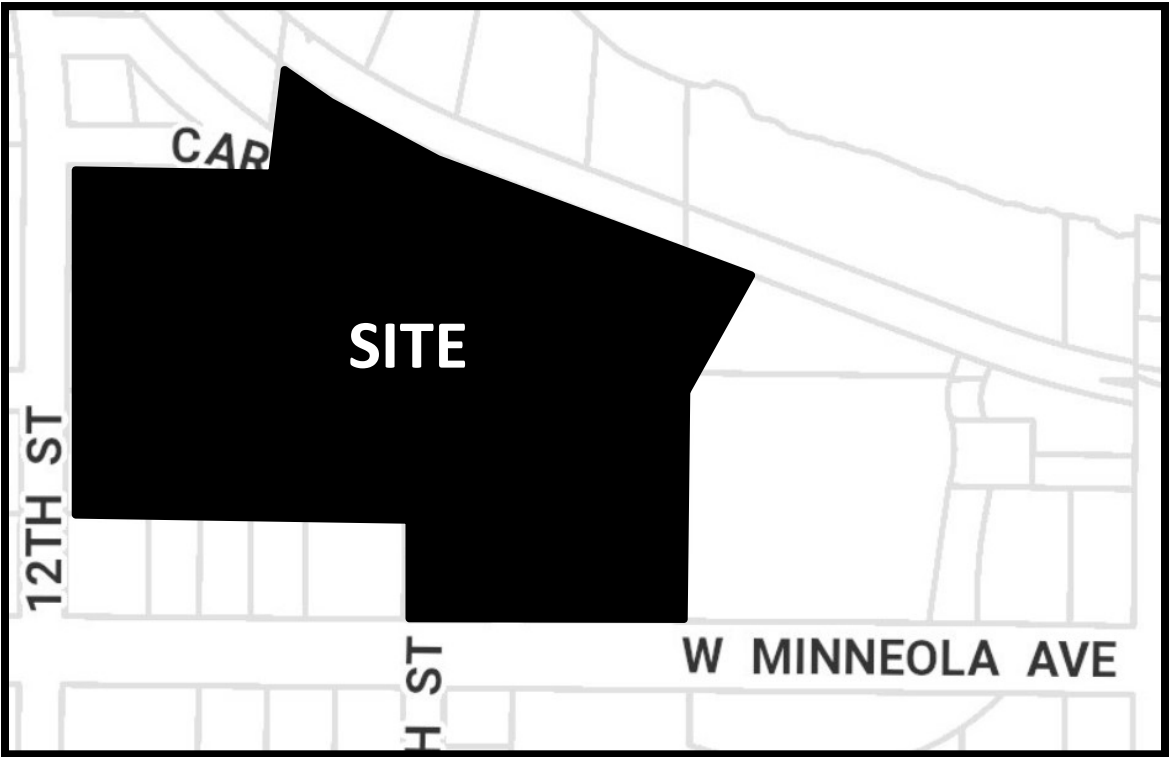
ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map –Lumberyard PUD





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

DATE Nov 9, 2023		FEE: \$1,000.00 + cost of advertisement	
Petitioner's Name WOLFE & WALLACE PROPERTIES, INC.			
Address 995 W. Lakeshore Drive		City Clermont	State FL Zip 34711
Telephone 352-267-8946		Fax	
Email dwal2100@aol.com			
ROW INFORMATION			
Legal Description of Petitioner's property abutting Street ROW/Easement to be closed (Attach survey if available): See Attached			
If named – name of street to be closed: Lake Drive and Carroll Street			
Plot plan & legal description of Street ROW/Easement portion to be closed (From-To): See attached			
Purpose or reason for closing: The proposed right away falls in the middle of a property assemblage that will be redeveloped.			
Attach a map and list of: Names and addresses of all property owners abutting the portion of the street requested to be closes 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.			
David Wallace			
Petitioner Name (print)		Petitioner Name (signature)	

LEGAL DESCRIPTION:**LEGAL DESCRIPTION**

RIGHT OF WAY VACATION

A PORTION OF CARROLL STREET RIGHT OF WAY AND OF LAKE DRIVE RIGHT OF WAY, JOHNSON'S REPLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGE 17, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 6, BLOCK 120 OF SAID JOHNSON'S REPLAT, SAID POINT ALSO BEING A POINT ON THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF MINNEOLA AVENUE AND THE WEST RIGHT OF WAY LINE OF LAKE DRIVE, ACCORDING TO SAID PLAT; THENCE NORTH 00°25'20" EAST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 330.27 FEET; THENCE NORTH 19°01'10" EAST, A DISTANCE OF 31.36 FEET; THENCE NORTH 35°26'37" EAST, A DISTANCE OF 60.99 FEET THENCE NORTH 43°59'45" EAST, A DISTANCE OF 68.61 FEET TO THE INTERSECTION OF SAID WEST RIGHT OF WAY LINE OF WEST LAKE DRIVE AND THE NORTHEASTERLYMOST CORNER OF LOT 2, BLOCK 119, SAID JOHNSON'S REPLAT, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF CARROLL STREET, ACCORDING TO SAID PLAT; THENCE NORHT 89°29'17" WEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 24.24 FEET; THENCE NORTH 69°11'18" WEST, A DISTANCE OF 129.44 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1330.00 FEET; THENCE NORTHWESTERLY, 336.29 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°29'14", A CHORD BEARING OF NORTH 61°56'41" WEST, AND A CHORD DISTANCE OF 335.39 FEET TO THE NORTHWEST CORNER OF LOT 6, BLOCK 119; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, NORTH 24°20'54" EAST, A DISTANCE OF 61.17 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID CARROLL STREET AND THE SOUTHWEST CORNER OF LOT 13, BLOCK 115, AND A POINT ON A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1270.00 FEET; THENCE SOUTHEASTERLY, 332.74 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°00'41", A CHORD BEARING OF SOUTH 61°40'57" EAST, AND A CHORD DISTANCE OF 331.79 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 69°11'18" EAST, A DISTANCE OF 207.49 FEET; THENCE SOUTH 20°10'07" WEST, A DISTANCE OF 49.67 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 385.00 FEET; THENCE SOUTHWESTERLY, 147.63 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 21°58'15", A CHORD BEARING OF SOUTH 41°02'59" WEST, AND A CHORD DISTANCE OF 146.73 FEET TO THE EAST RIGHT OF WAY LINE OF WEST LAKE DRIVE; THENCE SOUTH 00°25'20" WEST, ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 330.91 FEET TO THE NORTH RIGHT OF WAY LINE OF MINNEOLA AVENUE AND THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 6, BLOCK 120 OF AFOREMENTIONED PLAT; THENCE NORTH 89°29'17" WEST ALONG SAID EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 6, BLOCK 120, A DISTANCE OF 50.00 FEET, TO THE POINT OF BEGINNING

SAID PARCEL CONTAINING 1.281 ACRES, MORE OR LESS

SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. THE PURPOSE OF THIS SKETCH OF DESCRIPTION IS TO DESCRIBE A PORTION OF CARROLL STREET RIGHT OF WAY AND A PORTION OF LAKE DRIVE RIGHT OF WAY TO BE VACATED
3. NO CORNERS WERE SET AS PART OF THIS SKETCH OF DESCRIPTION.
4. THIS SKETCH OF DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
5. THE BEARINGS SHOWN HEREON ARE BASED ON THE ASSUMED NORTH RIGHT OF WAY LINE MINNEOLA AVENUE, ACCORDING TO PLAT BOOK 8, PAGE 17, LAKE COUNTY, FLORIDA, BEING N 89°29'17" W.

SYMBOLS AND ABBREVIATION LEGEND:

N	=	NORTH	PC	=	POINT OF CURVATURE
S	=	SOUTH	PT	=	POINT OF TANGENCY
E	=	EAST	PB	=	PLAT BOOK
W	=	WEST	PG(S)	=	PAGE(S)
COR.	=	CORNER	R	=	RADIUS
ORB	=	OFFICIAL RECORDS BOOK	L	=	ARC LENGTH
SEC.	=	SECTION	Δ	=	DELTA ANGLE
TXXS	=	TOWNSHIP/SOUTH	C	=	CHORD LENGTH
RXXE	=	RANGE/EAST	CD	=	CHORD BEARING

SHEET 1 OF 2
SEE SHEET 2 FOR SKETCH

CERTIFIED TO:

1. KIMLEY HORN & ASSOC.
2. LAKE COUNTY, FLORIDA
- 3.
- 4.

CARROLL STREET R/W VACATION

PROJECT No.	210103	DRAWN DATE	2023.11.08
SURVEY BY	N/A	REVIEWED BY	S.MANOR
SURVEY DATE	N/A	APPROVED BY	S.MANOR
DRAWN BY	C. TRAVIS	CLIENT FILE No.	N/A

No.	DATE	BY	DESCRIPTION

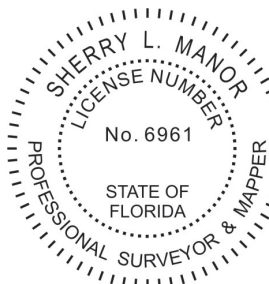


L & S
Diversified
Professional Surveyors and Mappers

489 STATE ROAD 436 | SUITE 117 | CASSELBERRY, FL | 32707
PHONE 407.681.3836 | WWW.LSSURVEYOR.COM | INFO@LSSURVEYOR.COM
PROFESSIONAL SURVEYOR & MAPPER BUSINESS LICENSE | LB#7829

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO TO CHAPTERS 177 AND 472 OF THE FLORIDA STATUTES. THIS SKETCH AND/OR REPORT IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR THE ELECTRONIC SIGNATURE IN COMPLIANCE WITH F.A.C. 5J-17.062(3) OF THE SIGNING SURVEYOR AND MAPPER.



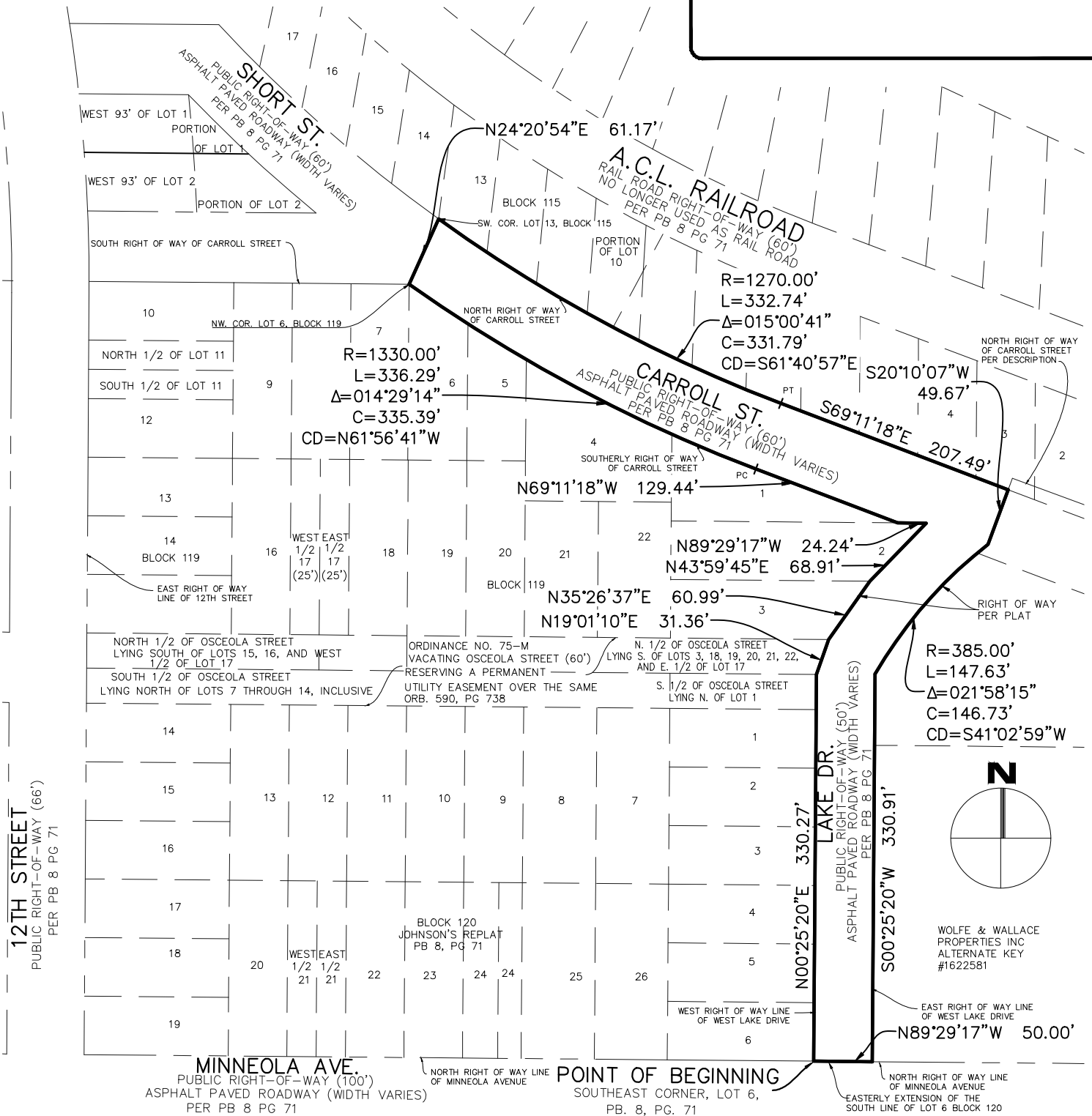
Digitally
signed by
Sherry Manor

Date:
2023.11.09
09:36:37 -05'00'

SHERRY LEE MANOR, PSM - LS# 6961

SKETCH OF DESCRIPTION

RIGHT OF WAY VACATION



SHEET 2 OF 2
SEE SHEET 1 FOR LEGAL DESCRIPTION

CARROLL STREET R/W VACATION

PROJECT No.	210103	DRAWN DATE	2023.11.08
SURVEY BY	N/A	REVIEWED BY	S.MANOR
SURVEY DATE	N/A	APPROVED BY	S.MANOR
DRAWN BY	C. TRAVIS	CLIENT FILE No.	N/A

No.	DATE	BY	DESCRIPTION

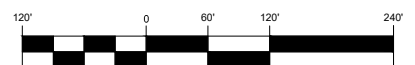


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PROFESSIONAL SURVEYOR & MAPPER BUSINESS LICENSE | LB#7829

GRAPHIC SCALE



1 INCH = 120 FEET

Order Confirmation

Not an Invoice

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City Of Clermont-Legals P.O. BOX 120219 CLERMONT FL 34712
Contact Name:	Christina Perry
Contact Phone:	
Contact Email:	cperry@clermontfl.org
PO Number:	

Date:	11/14/2023
Order Number:	9525911
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	168.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	11/27/2023 - 11/27/2023	Govt Public Notices
LEE dailycommercial.com	1	11/27/2023 - 11/27/2023	Govt Public Notices

Order Confirmation Amount

\$275.44

Ad Preview

LEGAL NOTICE
Notice is hereby given that the Clermont City Council will consider the following proposed Ordinance for Final Adoption at a public meeting on Tuesday, December 15, 2023 at 6:30 P.M.

AN ORDINANCE NO. 2023-033 OF THE CITY COUNCIL OF THE CITY OF CLERMONT, FLORIDA, CLOSING AND PERMANENTLY ABANDONING A PORTION OF CARROLL STREET RIGHT OF WAY AND OF LAKE DRIVE RIGHT OF WAY, JOHNSON'S REPLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 6 PAGE 17, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND MORE PARTICULARLY AS BELOW PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND EFFECTIVE DATE.

LEGAL DESCRIPTION
A PORTION OF CARROLL STREET RIGHT OF WAY AND OF LAKE DRIVE RIGHT OF WAY, JOHNSON'S REPLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 6 PAGE 17, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT THE SOUTHEAST CORNER OF LOT 4, BLOCK 10 OF SAID JOHNSON'S REPLAT, SAID POINT ALSO BEING A POINT ON THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF MINNEOLA AVENUE AND THE WEST RIGHT OF WAY LINE OF LAKE DRIVE, ACCORDING TO SAID PLAT; THENCE NORTH 07°29'00" EAST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 38.27 FEET; THENCE NORTH 1°01'10" EAST, A DISTANCE OF 31.36 FEET; THENCE NORTH 3°26'37" EAST, A DISTANCE OF 60.9 FEET; THENCE NORTH 4°39'40" EAST, A DISTANCE OF 84.1 FEET TO THE INTERSECTION OF SAID WEST RIGHT OF WAY LINE OF LAKE DRIVE AND THE NORTH-EAST-ERLYMOST CORNER OF LOT 2, BLOCK 119, SAID JOHNSON'S REPLAT, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF CARROLL STREET, ACCORDING TO SAID PLAT; THENCE NORTH 0°27'00" WEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 24.24 FEET; THENCE NORTH 0°11'10" WEST, A DISTANCE OF 129.44 FEET TO THE POINT OF CURVATURE OF CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 128.00 FEET; THENCE NORTH-WESTERLY 36.29 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 1°27°14", A CHORD BEARING OF NORTH 41°34'41" WEST AND A CHORD DISTANCE OF 35.39 FEET TO THE NORTHWEST CORNER OF LOT 6, BLOCK 119; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, NORTH 24°35'40" EAST, A DISTANCE OF 0.17 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID CARROLL STREET AND THE SOUTHWEST CORNER OF LOT 12, BLOCK 115, AND A POINT ON A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 170.00 FEET; THENCE SOUTHEASTERLY 32.34 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 1°09'01", A CHORD BEARING OF SOUTH 41°40'01" EAST AND A CHORD DISTANCE OF 33.79 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 0°11'10" EAST, A DISTANCE OF 207.49 FEET; THENCE SOUTH 2°18'19" WEST, A DISTANCE OF 21.62 FEET TO A POINT ON A CURVE CONCAVE SOUTHEAST-ERLY AND HAVING A RADIUS OF 38.00 FEET; THENCE SOUTH-WESTERLY 16.25 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°58'19", A CHORD BEARING OF SOUTH 41°25'39" WEST AND A CHORD DISTANCE OF 146.72 FEET TO THE EAST RIGHT OF WAY LINE OF WEST LAKE DRIVE; THENCE SOUTH 0°25'20" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 38.39 FEET TO THE NORTH RIGHT OF WAY LINE OF MINNEOLA AVENUE AND THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 6, BLOCK 128 OF AFOREMENTIONED PLAT; THENCE NORTH 0°29'39" WEST ALONG SAID EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 6, BLOCK 128, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 1.281 ACRES, MORE OR LESS
All public meetings will be held in the Clermont City Hall, Council Chambers, located at 40 W. Montrose Street, Clermont, FL 34711.

This Ordinance is available for public inspection in the Director of Public Service 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) 241-7326, at least 48 hours prior to the public hearing.

Tracy Ackroyd Howe, MMC
City Clerk
November 27, 2023
#9525911 11/27/2023



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, November 28, 2023		
Agenda Item Name		
Ordinance No. 2023-034 <i>Intro</i> <i>Planning & Zoning Quorum Ratification</i>		
Requested Action		
Recommend introduction of Ordinance 2023-034		
Staff Report		
Staff is proposing to clarify and correct a code amendment that was recently reviewed. Ordinance 2010-01-C adopted by the City Council by action dated January 26, 2010, amended City Code section formerly numbered Section 2-76, reducing the number of members of the Planning and Zoning Commission from 10 to 8 (this number includes one school board member). In addition to the foregoing, the intent of Ordinance 2010-01-C was to adopt an amendment of City Code section, formerly numbered Section 2-81 and renumbered to Section 101-67, reducing the quorum for meetings of the Planning and Zoning Commission from 5 to 4 members as set forth in the published title of Ordinance 2010-01-C. Due to a scrivener's error, the quorum change described above was not stated within the body of the Ordinance, and, therefore, has not been codified into the City Code. It is in the best interest of the City and the public to ratify and confirm the previously adopted change to Section 2-81 renumbered to Section 101-67 of the City Code effective January 26, 2010 by adopting this Ordinance.		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ord. 2023-034 P&Z Quorum Ratification (11.15.2023)	Ord. 2023-034 P&Z Quorum Ratification (11.15.2023).pdf	
2. Legal Ad	Legal Ad.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2023-034

1 **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF**
2 **CLERMONT, LAKE COUNTY, FLORIDA, CONFIRMING, CLARIFYING**
3 **AND RATIFYING THE AMENDMENT TO THE CITY CODE ADOPTED**
4 **BY ORDINANCE 2010-01-C AND FURTHER AMENDING RECENTLY**
5 **RENUMBERED ARTICLE II, BOARDS, COMMISSIONS AND**
6 **COMMITTEES, DIVISION 2, PLANNING AND ZONING COMMISSION,**
7 **SECTION 101-67, “QUORUM” TO CONFIRM AND READOPT THE**
8 **QUORUM AS FOUR MEMBERS; PROVIDING FOR CONFLICT,**
9 **SEVERABILITY, CODIFICATION, THE ADMINISTRATIVE**
10 **CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN**
11 **EFFECTIVE DATE.**

12 **WHEREAS**, the Legislature of the State of Florida has, in Chapter 166, Florida Statutes,
13 conferred upon local governments the authority to adopt regulations designed to promote the
14 public health, safety and general welfare of its citizens; and

15 **WHEREAS**, Ordinance 2010-01-C adopted by the City Council by action dated January
16 26, 2010 amended City Code section formerly numbered Section 2-76 reducing the number of
17 members of the Planning and Zoning Commission from 10 to 8; and

18 **WHEREAS**, in addition to the foregoing the intent of Ordinance 2010-01 C was to adopt
19 an amendment of City Code section formerly numbered Section 2-81 renumbered to Section 101-
20 67 reducing the quorum for meetings of the Planning and Zoning Commission from 5 to 4 members
21 as set forth in the published title of Ordinance 2010-01-C; and

22 **WHEREAS**, due to a scrivener’s error, the quorum change described above, was not stated
23 within the body of Ordinance and therefore has not been codified into the City Code; and

24 **WHEREAS**, the City Council determines that it is in the best interest of the City and the
25 public to ratify and confirm the previously adopted change to Section 2-81 renumbered to Section
26 101-67 of the City Code effective January 26, 2010 by adopting this Ordinance.

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

29 **SECTION 1: AUTHORITY**

30 The City Council of the City of Clermont has the authority to adopt this Ordinance pursuant to
31 Article VIII of the Constitution of the State of Florida and Chapter 163 and 166, Florida Statutes.

32 **SECTION 2: RECITALS ADOPTED**

33 The above recitals are true and correct, are incorporated herein by reference and form an integral
34 part of the Ordinance.



CITY OF CLERMONT
ORDINANCE NO. 2023-034

SECTION 3: RATIFICATION AND CONFIRMATION

The City Council does hereby ratify and confirm that at the time of its adoption Ordinance 2010-01-C dated January 26, 2010 intended and did reduce the quorum number for meetings of the Planning and Zoning Commission from 5 to 4 members.

SECTION 4:

Section 101-67 of the City Code of the City of Clermont is hereby amended for codification purposes to read as follows (note strikethrough indicates removed words and underlined indicates added):

Sec. 101-67. Quorum.

At any meeting of the planning and zoning commission, a quorum shall consist of ~~five~~four (4) members of the commission. No official action shall be taken in the absence of a quorum, except to adjourn the meeting to a subsequent date.

SECTION 5: CONFLICT

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

SECTION 6: SEVERABILITY

If any portion of this Ordinance is declared invalid, the invalidated portion shall be severed from the remainder of the Ordinance, and the remainder of the Ordinance shall continue in full force and effect as if enacted without the invalidated portion, except in cases where such continued validity of the remainder would clearly and without doubt contradict or frustrate the intent of the Ordinance as a whole.

SECTION 7: CODIFICATION

The text of Section 4 of this Ordinance shall be codified as a part of the Clermont City Code. The codifier is authorized to make editorial changes not effecting the substance of this Ordinance by the substitution of "Article" for "Ordinance", "Section" for "Paragraph", or otherwise to take such editorial license.



CITY OF CLERMONT
ORDINANCE NO. 2023-034

61 **SECTION 8: ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR**

62 Regardless of whether such inclusion in the Code as described in Section 5 is accomplished,
63 sections of the Ordinance may be re-numbered or re-lettered and the correction of typographical
64 and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or
65 designee, without need of public hearing, by filing a corrected or re-codified copy of same with
66 the City Clerk.

67 **SECTION 9: PUBLICATION AND EFFECTIVE DATE**

68 This Ordinance shall be published as provided by law and it shall become law and shall take effect
69 immediately upon its Second Reading and Final Passage.



CITY OF CLERMONT
ORDINANCE NO. 2023-034

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 12th day of December 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

Order Confirmation

Not an Invoice

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City Of Clermont-Legals P.O. BOX 120219 CLERMONT FL 34712
Contact Name:	Christina Perry
Contact Phone:	
Contact Email:	cperry@clermontfl.org
PO Number:	

Date:	11/16/2023
Order Number:	9536333
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	68.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	11/27/2023 - 11/27/2023	Govt Public Notices
LEE dailycommercial.com	1	11/27/2023 - 11/27/2023	Govt Public Notices

Order Confirmation Amount

\$117.44

Ad Preview

LEGAL NOTICE

Notice is hereby given that the City of Clermont will consider the enactment of the following proposed ordinance at a public hearing on Tuesday, December 12, 2023 at 6:30 PM for the final reading and ordinance adoption.

ORDINANCE NO. 2023-034

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, CONFIRMING, CLARIFYING AND RATIFYING THE AMENDMENT TO THE CITY CODE ADOPTED BY ORDINANCE 2010-01-C AND FURTHER AMENDING RECENTLY RENUMBERED ARTICLE II, BOARDS, COMMISSIONS AND COMMITTEES, DIVISION 2, PLANNING AND ZONING COMMISSION, SECTION 101-67, "QUORUM" TO CONFIRM AND READOPT THE QUORUM AS FOUR MEMBERS; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, 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

November 27, 2023
Daily Commercial

11/27/2023