



**CITY OF CLERMONT
CITY COUNCIL MEETING
CLERMONT CITY HALL
AGENDA
6:30 PM, Tuesday, January 9, 2024**

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

Class Presentation of MLK Speech

Recognition of Assistant Fire Chief Johnston retirement

PUBLIC COMMENT

REPORTS

CONSENT AGENDA

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

Item No. 1 - Council Meeting Minutes

Consider approval of the December 12, 2023, minutes.

Item No. 2 - Florida Recreation Development
Assistance Program Grant Acceptance
Park Palatlakaha

Consider acceptance of the FRDAP grant awarded by the Florida Department of Environmental Protection in the amount of \$50,000.

Item No. 3 - Change Order Request
Construction Management Services

Consider Change Order 5 approval to the A.D. Morgan Corporation contract for the new Public Services facility in the budgeted amount of \$39,000.

Item No. 4 - Change Order Request
Architectural Services

Consider approval of Change Order 6 for the architectural services contract with Bentley Architects + Engineers, Inc. for the construction of the new Public Works Facility in the budgeted amount of \$39,468.36.

Item No. 5 - Piggyback Contract and Budget
Amendment
OpenGov Budget Software

Consider approval to piggyback the NASPO ValuePoint cooperative contract with OpenGov, Inc. for budget software and a budget amendment in the amount of \$105,485.91

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Item No. 6 - Sole Source Purchase
Police Department

Consider single/sole source purchase approval from FARO Technologies, Inc. to acquire a 3D crime scene mapping system for the total budgeted amount of \$64,776.82.

Item No. 7 - Mutual Aid Agreement Approval

Consider approval of a combined Mutual Aid Agreement between several agencies and the Clermont Police Department.

Item No. 8 - Police Collective Bargaining
Negotiations Team

Consider approval of proposed individuals to serve on the City's negotiation team.

Item No. 9 - Fire Collective Bargaining
Negotiations Team

Consider approval of proposed individuals to serve on the City's negotiation team.

UNFINISHED BUSINESS

Item No. 10 - Variance Request
The Music Store

The applicant is requesting this item be tabled to January 23, 2024.

Item No. 11 - Resolution No. 2023-041R
Plaza Collina PUD Amendment

Consider the Conditional Use Permit amendment to allow for shared internal driveways and landscape buffers to less than code requirements for the Plaza Collina Planned Unit Development for parcels identified as Pods F and H.

Item No. 12 - Resolution No. 2023-042R
7th Street Commercial

Consider the request for a Conditional Use Permit to allow for a building floor area to exceed the maximum allowed for a commercial parcel located in the Central Business zoning district (CBD).

Item No. 13 - Ordinance No. 2023-029 *Final*
Waterbrooke Phase 7 Annexation

The applicant has requested to table this item until February 13, 2023.

Item No. 14 - Ordinance No. 2023-030 *Final*
Waterbrooke Phase 7 SSCPA

The applicant has requested to table this item until February 13, 2023.

Item No. 15 - Ordinance No. 2023-031 *Final*
Waterbrooke Phase 7 Rezoning

The applicant has requested to table this item until February 13, 2023.

Item No. 16 - Ordinance No. 2023-032 *Final*
LDC - Tree Removal & Replacement

Consider an amendment to Section 123-102 of the City's Land Development Code to add language in the tree mitigation section.

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NEW BUSINESS

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| Item No. 17 - Citizen Request | Consider the requested extension of time for public comments from 3 to 5 minutes. |
| Item No. 18 - Variance Request
<i>3635 Briar Run Drive</i> | Consider a request to allow for a 12-foot rear yard setback instead of the 25-foot setback requirements for property located at 3635 Briar Run Drive. |
| Item No. 19 - Resolution No. 2024-002R
<i>Patio Food Truck Park CUP</i> | Consider a Conditional Use Permit to allow for a patio food truck establishment on a vacant parcel located at 2531 US Highway 27. |
| Item No. 20 - Resolution No. 2024-005R
<i>Fee Schedule Amendment</i> | Consider amending the fee schedule for Fire Review and Inspection Services. |
| Item No. 21 - Ordinance No. 2023-023 <i>Intro</i>
<i>Lennar Swap Annexation</i> | Consider annexation of a 247 +/- acre property, which is currently located just east of US Hwy 27 and 1.5 miles south of Hartwood Marsh Road. |
| Item No. 22 - Ordinance No. 2023-024 <i>Intro</i>
<i>Lennar Swap LSCPA</i> | Consider changing the future land use from Lake County Multi Use W District and Neighborhood District to City of Clermont Multi Use W District and Neighborhood District for 247 +/- acres located east of US Hwy 27 and 1.5 miles south of Hartwood Marsh Road. |
| Item No. 23 - Ordinance No. 2023-025 <i>Intro</i>
<i>Lennar Swap PUD Rezoning</i> | Consider a request for a rezoning to a Planned Unit Development for property located in Wellness Way for 699 age-restricted residential units and 228,612 square feet of non-residential uses. |
| Item No. 24 - Ordinance No. 2024-001 <i>Intro</i>
<i>Palm Plaza Development Annexation</i> | Consider voluntary annexation request of approximately 0.95 acres located northeast of SR 50 and Omar Street. |
| Item No. 25 - Ordinance No. 2024-002 <i>Intro</i>
<i>Palm Plaza Development SSCPA</i> | Consider a small-scale comprehensive plan amendment for 4.07 acres of property located northwest and northeast of SR 50 and Omar Street. |
| Item No. 26 - Ordinance No. 2024-003 <i>Intro</i>
<i>Palm Plaza Development Rezoning</i> | Consider rezoning to C-2 General Commercial for approximately 4.07 acres of property located northwest and northeast of SR 50 and Omar Street. |

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Item No. 27 - Ordinance No. 2024-005 *Intro
Street Vacation Request*

Consider a right-of-way vacation for a portion of West Broome Street adjacent to Oak Hill Cemetery.

ADJOURN

Public Notice

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

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

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

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

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

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
December 12, 2023

CALL TO ORDER

The City Council met in a regular meeting on Tuesday, December 12, 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, Myers and Pines.

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

Mayor Murry informed citizens that Council Member Purvis passed away and paused for a moment of silence in his honor.

INVOCATION AND PLEDGE OF ALLEGIANCE

Police Chaplain James Pagan gave the invocation followed by the Pledge of Allegiance.

PUBLIC COMMENTS

Anthony Grove, 1105 Sadie Ridge Rd. – expressed concern with budget and Council term limits.

Banks Helfrich, 9100 Sams Lake Road – spoke on mental health.

Dani Page, Tuscany Ridge – stated that the re-timing of traffic lights on State Road 50 is not working and there is a foul smell in the water.

Paula Hoisington, 564 E. Desoto – spoke on being kind and respecting each other's right to disagree.

Charlene Forth, 939 W. Desoto Street – expressed concern regarding an encounter during Light Up Clermont.

Mayor Murry said he spoke with residents regarding the encounter.

REPORTS

CITY MANAGER REPORT

City Manager Bulthuis –

- City offices will be closed on December 25 and 26 and January 1.
- There is no City Council meeting on December 26; next City Council meeting will be January 9, 2024.
- Thanked staff and everyone that helped with Light Up Clermont. It was a huge success and supported downtown merchants.

Spoke about Council Member Purvis. The funeral will be on Saturday, December 16 at 1pm at Family Christian Center.

CITY ATTORNEY REPORT

City Attorney Mantzaris –

- Announced to all applicants with an item on the agenda that in the event of a 2 to 2 vote, that is considered a denial. There will be an extended time period where Council will only have four members so applicants have the opportunity to remove their item from the agenda and have it brought up at a later date.

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CITY COUNCIL REPORT

Council Member Myers –

- Extended condolences to the family of Council Member Purvis.
- Attended the Florida League of Cities conference in Orlando.
- Attended the MPO Board meeting in Leesburg.
- Met with some Department Heads.

Council Member Pines –

- Thanked Public Services for installing the three stop signs at Pitt and Drew Street.
- She spoke about Council Member Purvis and would like the Council to consider dedicating Fire Station 2 in Council Member Purvis' memory. He has pushed for the new Fire Station to be built and this would be a wonderful way to honor him.

The consensus from Council was in support of the idea.

Council Member Gonzalez –

- Spoke about Council Member Purvis, he was a great mentor.

Mayor Murry –

- The signal lights on State Road 50 have not been reprogrammed yet.
- Asked City Manager Bulthuis to check into the water smell, received an email regarding the sewer smell and had requested for staff to look into it.
- Attended the Florida League of Cities conference.
- Spoke on Light Up Clermont.
- The City employee breakfast was held last Thursday morning with a great turnout.
- Spoke about Council Member Purvis.

Mayor Murry asked Council to consider appointing a new Mayor Pro-Tem.

Council Member Gonzalez recommended Council Member Pines as Mayor Pro-Tem.
Passed unanimously 4-0 with all members present voicing aye.

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 the approval of the November 28, 2023 Council meeting minutes.
Item No. 2 – Council Meeting Calendar	Consider the 2024 meeting calendar.
Item No. 3 – Surplus Request	Consider declaring surplus from the Parks and Recreation, Fire, and Information Technology Departments and dispose of in accordance with the Purchasing Policy.

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Item No. 4 – Planning and Zoning Commission Appointments	Consider the reappointment of Vincent Niemiec and David Colby to the Planning and Zoning Commission for a two (2) year term expiring Dec. 31, 2025.
Item No. 5 – Change Order Request <i>Osceola Street</i>	Consider approval of Change Order 2 for the sidewalk improvement contract with B & B Outdoor, LLC for mobilization fees in the budgeted amount of \$4,000ent.
Item No. 6 – C-R7058 JAG Grant Approval and Budget Amendment	Consider JAG Grant approval for the Florida Department of Law Enforcement to fund the Defender Shields for officers in the Police Department and a budget amendment in the amount of \$9,520 for this unanticipated reimbursable grant.
Item No. 7 – Resolution No. 2023-052R <i>Policy Revision</i>	Consider adopting the amended Property Control Policy.
Item No. 8 – Resolution No. 2023-053R <i>Section 125 Plan</i>	Consider amending and restating the City’s Section 125 - Cafeteria Plan, including the Flexible Spending Account (FSA) option with carry over features for the January 1, 2024, through December 31, 2024, plan year.
Item No. 9 – Bid Award <i>Purchase of Hand Guns</i>	Consider bid award to Lawmen's Shooters, Inc. to purchase handguns for the Police Department in the total budgeted amount of \$104,475.
Item No. 10 – Piggyback Contract <i>Water Meter Installation Services</i>	Consider approval to piggyback the Pasco County term contract with National Metering Services, Inc. to provide water meter installation services.
Item No. 11 – Piggyback Contract <i>Police Uniform and Boots</i>	Consider approval to piggyback the Broward County Sheriff's Office term contract with Galls, LLC. to provide police uniforms and boots.
Item No. 12 – Martin Luther King, Jr. Day Event Request	Consider approval of the event, with road closures (parade), and signs placed on City property on January 15, 2024 at McKinney Park and continuing to Waterfront Park.

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Item No. 13 – Honor the Fallen 5k Road Closure Request	Consider the road closure request to Honor the Fallen 5k Clermont Police Department on February 24, 2024.
Item No. 14 – Clermont Caribbean Jerk Festival Event, Open Container, Sign Request, and Boat Ramp Closure Request	Consider approval of CAALC to have an open container area for their "Clermont Jerk Festival" event on June 1, 2024, at Waterfront Park, and signs to promote the event, and the boat ramp closure request.
Item No. 15 – Sips and Salsa Event and Open Container Request	Consider the Event and Open Container request for the City's cultural event co-hosted by the South Lake Chamber of Council in Downtown Clermont on September 21, 2024.
Item No. 16 – Red White & Boom Event, Fireworks, and Open Container Request	Consider City event request and open container area at Waterfront Park between 3rd Street and 4th Street on July 4, 2024 from 5:00 PM to 9:30 PM.
Item No. 17 – Flodash Event and Raod Closure Request	Consider event and road closure request for “Freedom 5K” on July 4, 2024.
Item No. 18 – Pig on the Pond Event Request and Boat Ramp Closure	Consider the event request on October 11 - 13, 2024 to be held at Waterfront Park with open container in the approved area, fee waiver, signage on city property, fireworks, staff assistance and trail and boat ramp closure.
Item No. 19 – Taste of South Lake Event and Open Container Request and Boat Ramp Closure	Consider allowing the South Lake Chamber of Commerce to have an open container area and boat ramp closure for their event on November 7, 2024 at Waterfront Park.
Item No. 20 – Event Request and Boat Ramp Closure <i>Florida Free Wheelers Bicycle Club</i>	Consider allowing their annual “Horrible Hundred” event at Waterfront Park on November 16 - 17, 2024, and boat ramp closure on Sunday, November 17, 2024.
Item No. 21 – Light Up Clermont/Hometown Holiday Parade Event, Road Closure and Boat Ramp Closure Request	Consider allowing the Clermont Parks & Recreation Department to host the annual event in downtown Clermont with street closures and boat ramp closure on December 6 - 7, 2024.

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| Item No. 22 – Event and Road Closure Request
<i>Cookies & Cocoa</i> | Consider the event request with road closures on December 13, 2024 in Downtown Clermont. |
| Item No. 23 – Clermont Main Street 2024 Request | Consider approval of their 2024 season of events, and waive all associated ground, staff fees, open container, and road closures for all events. |
| Item No. 24 – Sommer Sports 2024 Events Request and Boat Ramp Closure | Consider approval of Sommer Sports 2024 season, open container allowance, and waive all associated ground fees, road closure, and partial day closure of the boat ramp for 2 events. |

Council Member Pines moved to approve Consent Agenda Items 1-24 as presented; Seconded by Council Member Gonzalez. Passed unanimously 4-0 with all members present voicing aye.

UNFINISHED BUSINESS

Item No. 25 – Council Member Request

Council Member Myers discussed her idea for a citizen’s budget review committee. The committee will be intended to provide transparency, information and support into the financial affairs of the city. Council would pass a resolution to support the creation of the committee and solicit volunteers to sit on the committee. All volunteers would present their qualifications and the first 30 volunteers would vote the top 10 to volunteer and they would sit on the committee. The committee would receive the proposed budget in a timely manner to review and submit recommendations to Council prior to voting or implementing the budget.

Council Member Myers asked for public comment.

Kevin McKenna, 562 W. Minneola – spoke on Council replying to citizens emails. In support of the committee.

Keith Mullins, 640 Drew Avenue – supports the concept of the committee.

Dani Page, Tuscany Ridge – In support of the committee.

Charlene Forth, 939 W. Desoto Street – balanced budget; Planning and Zoning is a citizen’s review board;

Mayor Murry closed the public hearing.

Council Member Gonzalez asked for more information. He questioned how often the committee would meet, cost and purpose of the committee. He feels there needs to be more discussion regarding this.

Council Member Pines stated that she is not opposed to an open budget process but would like this to be discussed at a workshop. Budget workshops are open to the public and citizens can speak and share their opinions.

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Mayor Murry said that Council did not have specifics when the committee idea was brought up at the last meeting. He has no issue with discussing at a workshop and asked the City Manager to place the item on a future workshop agenda.

Council Member Myers stated that she was not aware the public could speak at the budget workshops. She appreciates the willingness to discuss this item at a workshop. Council Member Myers clarified that her preference would be for the citizens, not council, would choose the committee members.

Mayor Murry explained that workshops are the third Tuesday of each month. There are no action items, the workshops are for information gathering.

City Manager Bulthuis stated that prior to the workshop it would be beneficial to have detailed information on what Council Member Myers is looking for with the committee.

Council Member Pines asked City Attorney Mantzaris if forming and selection of boards was dictated by Florida Statutes.

City Attorney Mantzaris stated that the Council has authority to create its own citizen appointed committee. The typical selection process that's authorized to the City Council is for the Council to create a committee where the member of Council selects the committee members.

Mayor Murry said that once the item is on an agenda they will let the public know.

Items No. 26 and 27 were heard concurrently and voted on separately.

Item No. 26 – Ordinance No. 2023-026, Lumberyard District PUD

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

City Clerk Howe read the title aloud.

Item No. 27 - Ordinance No. 2023-033, ROW Vacation

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.

City Clerk Howe read the title aloud.

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Development Services Director Henschel presented the item. 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 plus acres located adjacent to 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 1950s.

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. As part of this redevelopment, the City's existing lift station will also be relocated and reconstructed by the applicant. In addition, the applicant is requesting a road vacation of a portion of Carroll Street and Lake Drive. These roads currently serve American Building Supply and access to other properties owned by the applicant in this area. The roads are currently in the middle of the proposed project but will be reconfigured and rebuilt. If the project is not approved then the Right of Way request will not be processed.

This area within the Central Business District is the last large area of private ownership with a focal point on Lake Minneola and Victory Pointe. The project would front the South Lake Trail and have access to and from the trail.

A conceptual site plan prepared by Kimley-Horn, dated 11-22-2023, and shows the layout of the development. The project will be developed in two (2) distinct phases; a multifamily phase and a commercial phase.

The multifamily phase will consist of 7.14 acres with 262 apartment units, at a density of 36.69 dwelling units per acre. The applicant is requesting the use of the density bonus provision in the Land Development Code, Section 125-375. The density bonus units in this phase is 84 units. The multifamily phase will consist of four apartment buildings, including a clubhouse and swimming pool. The apartment buildings will be four stories high and will be located on the southern and western portion of the site.

The commercial phase will consist of residential and non-residential portion on 5 acres. The applicant is proposing 130 units within this phase, which is 25.19 dwelling units per acre. The applicant is utilizing the density bonus provision in this phase for one additional unit. This phase will consist of a parking structure, two live-work buildings, and three commercial buildings. The total square footage of commercial shall not exceed 55,000 square feet. The uses would consist of office, retail, restaurant, entertainment and other permitted uses within the Central Business District.

The applicant has proposed the following items for consideration in receiving the total density bonus of 85 dwelling units. The estimated total of the improvements is \$2.14 million, as estimated by their engineer. The specific details are contained in the Community Benefit Agreement, and below is an overview of the items.

1. Asphalt paving of the Row House Parking Lot.
2. Permanent access to the Row House and Lift Station acreage.
3. Repair and reconfiguration of Carroll Street and Lake Drive.
4. Sidewalk improvements surrounding the project.
5. Concession of encroachment lands to adjacent neighbors.
6. Lift station and utility infrastructure.

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The applicant is requesting the following waivers to the Land Development Code in order to develop the project.

1. Increase maximum building heights from 55 feet to 65 feet for the multifamily and commercial development.
2. Increase the number of compact spaces from 10 percent to 40 percent in the project.
3. Reduce the minimum landscape island square footage from 300 square feet to 200 square feet throughout the project and 160 square feet within areas of compact parking spaces.
4. Remove the requirement for construction material to be masonry or other non-wood material for construction of the first floor of the buildings.

The applicant is requesting these waivers in order to redevelop the property. The maximum building height is due to the four (4) four-story buildings having a 5/12 roof pitch that would provide a better roof drainage system and improved esthetics. The increase in compact spaces, which are 9 feet by 18 feet, is being requested within the multifamily phase (54%) and the commercial phase (21%). The applicant has indicated the reduced spaces is to have an end goal of maximizing parking for the commercial and multifamily developments. The internal landscape island reduction from 300 square feet to 160 square feet is being requested as well. This request is essentially a compact parking space converted into a landscaped island, thus possibly maximizing parking. The first floor masonry or block construction waiver is being requested since the applicant is able to construct using timber, is able to meet the architectural and building codes as well as have a 50-year useful life.

The applicant is proposing a mixed-use redevelopment project within the Central Business District (CBD). The applicant is seeking the use of a density bonus to achieve an additional 85 dwelling units within the project over the 307 permitted units at 25 dwelling units per acre, for a total of 392 dwelling units. The proposed non-residential uses, consisting of up to 55,000 square feet, are acceptable within the CBD. A transportation impact analysis (TIA) has been completed, and it identified road improvements will be required on 12th Street, including the installation of turn lanes. The applicant has proposed several items for consideration for Community Benefit with a value estimated by the applicant's engineer to be up to \$2.14 million.

The redevelopment of this area and the incorporation of a denser, walkable project is welcomed downtown, along with being advocated by Strong Towns philosophy. The staff is supportive of the concept, with integrated mixed-use options and livability. However, the staff have some concerns about how the entire project will be tied together cohesively from an architectural standpoint. Staff has added conditions within the Ordinance that addresses the commercial phase architecture with a plan to come back to City Council for approval. There are more items staff recommends that are not currently in the ordinance.

1. Remove section 3, item 10. Originally, the applicant thought they would need a reduction of the landscape buffer but it is not needed.
2. Upon the reconstruction and acceptance of Carroll Street by the city, the applicant shall dedicate the Right of Way to the city. This shall be dedicated and completed with the Certificate of Completion for the lift station.
3. The internal streets connecting to the Right of Way House shall be completed prior to any vertical construction.

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Council Member Myers asked for clarification on the applicants request to the masonry.

Development Services Director Henschel explained that in the city's code, masonry is a requirement to have additional units in the CBD. The applicant is asking for relief from that to build with timber.

Mr. Crawford, Crawford, Modica and Holt, was present on behalf of the applicant. Mr. Crawford stated that the team for the project was present to answer questions. He read the code regarding the Central Business District (CBD) and stated that the redevelopment they are proposing is the intention on the CBD. The applicant has worked with city staff on this project since 2021. Mr. Crawford presented a PowerPoint to review the branding, site plan, public improvements to the area and uses of each building.

There is a correction to the community benefit agreement to reflect the correct amount of benefit dollars since land they were donating will no longer be donated. Carroll and Oak Streets will be completely reconstructed and the whole site will be open to the public. There will be nearly a half an acre dedicated to the city for a new lift station on the property. Mr. Crawford spoke about the impact fees that will be generated along with the additional taxes the city will receive.

The project is modeled as a live/work concept so residents can do both in one space.

City Manager Bulthuis clarified that phase one of the project will include all of the public improvements.

Mayor Murry opened the public hearing

Kevin McKenna, 562 W. Minneola – in favor of the project with a couple concerns. The density of the project is bigger than all of the houses in the area and traffic within the downtown area.

Stephen Franklin, 378 12th Street – welcomes the project and the lakefront amenities, expressed concern regarding traffic and green space.

Jenn Dorriety, Clermont Main Street – in support of the project.

Dani Page, Tuscan Ridge – expressed concern regarding emergency services for the number of residents that come with the project.

Charlene Forth, 939 W. Desoto Street – expressed concern over the size of the project.

Darren Johnson, Lakeshore Drive – this type of development is needed in the downtown area and hopes the council approves it.

Brian Hofer, 12840 Valley Ridge Rd. – this project is good for Clermont and the benefits are great.

Mayor Murry closed the public hearing.

Public Services Director Stoney Bronson came forward to address the drainage of storm water from the site. The Victory Point basin is split and has part of downtowns runoff. St. John's Water Authority set boundaries for storm water that will run into the Victory Point basin. The boundary goes through the property therefore some of the storm water will runoff to Victory Point and the other portion will runoff into the lake.

Mr. Crawford stated that the applicant is providing funds in emergency services impact fees. He spoke about using hardy board version masonry on the buildings and that hardy board does have a 30 year manufacturer warranty.

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Mr. Gillespie, Kimley Horn, stated that there was a full traffic study conducted where they coordinated with the Metropolitan Planning Organization for Lake County and submitted for review. All of the immediate intersections are functioning within the level of service limits. The increased number of trips will not affect the level of service in the surrounding area.

There is green space around the property, islands every 10 parking spaces throughout the site and building foundation landscaping.

Mr. Metzler addressed building materials. The CBD code suggests the ground floor be constructed of high quality materials such as stone or masonry. To achieve the Key West style, they would prefer to not use stone or masonry on the first level. The preference would be to use a durable siding to achieve their goal.

Council Member Gonzalez asked for a timeframe that phase one would be complete.

Development Services Director Henschel stated that the applicant has two years to start the project, if approved.

Mr. Crawford said that if the project is approved, then the demolition is set to begin by late spring. It will take a year until the buildings are constructed and the start of phase two will be dependent on market conditions.

Mr. Wallace came forward and explained the live/work model. He remarked the lumberyard will be moving whether this project is approved or not.

Council Member Myers questioned if all the residential units will be rentals.

Mr. Wallace said that buildings one through four on the site plan will be long term rentals. The amount of units in the commercial sector will most likely be a condo/fee simple situation.

Council Member Myers expressed concern regarding the relief from the masonry for safety reasons. Mr. Gillespie explained that there are still building code requirements that they have to meet. They still have to meet the hurricane wind load and all standards regardless of the material used.

City Manager Bulhuis spoke about the emergency services and clarified that Lake County handles all the ambulances. Clermont has paramedics and are staffed to assist residents in medical emergencies.

Council Member Pines moved to approve Ordinance No. 2023-026; Seconded by Council Member Gonzalez.

City Attorney Mantzaris clarified that the motion includes removing of section 3 number 10, acceptance of the dedicated ROW on Carroll Street with the certificate of completion of the lift station and the completion of all internal streets connecting to the Row House prior to any vertical construction

Council Member Pines moved to approve Ordinance No. 2023-026 incorporating the additional language; Seconded by Council Member Gonzalez. The motion passed by roll call vote 3-1 with Council Member Myers opposing.

Council Member Gonzalez moved to approve Ordinance No. 2023-033; Seconded by Council Member Pines. The motion passed by roll call vote 3-1 with Council Member Myers opposing.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
December 12, 2023

Item No. 28 - Ordinance No. 2023-034, Planning and Zoning Quorum Ratification

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.

City Clerk Howe read the title aloud.

City Manager Bulthuis stated that the previous ordinance was intended that the quorum was to be from five to four members for Planning and Zoning. After the November Planning and Zoning meeting, it was discovered that the ordinance did not specifically address the reduction of the quorum. This ordinance is to clarify the quorum for the Planning and Zoning Commission is four members.

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

Council Member Gonzalez moved to approve Ordinance No. 2023-034; Seconded by Council Member Pines. The motion passed by roll call vote 4-0.

NEW BUSINESS

Item No. 29 – Variance Request, Wendy’s at John’s Lake Landing

Development Services Planner Kruse presented the item. The applicant is requesting the following two (2) variances to the Land Development Codes: Section 117-15 Permitted Signs - Number of ground signs for Single Occupancy commercial site and Section 117-16 Offsite Signs - Allow two offsite signs.

The property is a vacant parcel located on the south side of State Road 50 and West of Magnolia Pointe Boulevard. The applicant is proposing the development of a Wendy’s restaurant located in the Johns Lake Landing Planned Unit Development (PUD). In April 2023, the property was annexed into the City. The property is part of a Master Planned Development that will be called “Westfall Station”, which includes apartments, restaurants, retail and other businesses.

The variance request is to allow for more than one ground sign on the Wendy’s parcel. The total copy area of each sign would comply with the code. The proposed signage would allow for three ground signs on the Wendy’s parcel. The proposed ground sign located off State Road 50 could meet the code requirements and therefore, no variance is required for the Wendy’s sign.

As for the Westfall Station sign and the Rooms to Go (RTG)/Wendy’s sign, these would be considered off-site signage since Wendy’s is the only user of the parcel. These two signs require a variance in order to be placed at this location. The size of these signs and setbacks will meet the City’s requirements.

It is the additional signage on this parcel that is triggering the variance requests. If the RTG/Wendy’s sign was only for Wendy’s, then this sign would be allowed since it fronts a secondary frontage.

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Section 86-174 of the Land Development Code requires a positive finding on the review criteria in order to grant a variance. Staff has reviewed the application as submitted and finds the application does not meet a positive finding on all five review criteria. Therefore, staff recommends denial of the variance request to the code.

Mr. Opsahl, Lowndes Law Firm, was present on behalf of the applicant. The businesses have been placed together on signs to create a more cohesive development and reduce the number of signs on the property. These signs are proposed as offsite signs according to city code. The main request for the variance is due to topographical changes which can make it harder to see the businesses so the business in the rear would be placed on a sign fronting the main road.

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

Discussion ensued on road signage of other businesses and the size of the signs.

Council Member Pines stated that she is not in favor of this variance request.

Council Member Pines moved to deny the Variance Request.

Mr. Opsahl asked if the applicant can work with staff and return to Council.

Council Member Pines moved to table the Variance Request to January 23, 2024; Seconded by Council Member Myers. Passed unanimously 4-0 with all members present voicing aye.

Item No. 30 – Variance Request, Bojangles at Plaza Collina

Development Services Director Henschel presented the item. The applicant is requesting a sign setback variance to the Land Development Code (LDC), Section 117-15. This is for a Bojangles restaurant that was recently constructed at 4721 Collina Terrace located in the Plaza Collina Planned Unit Development (PUD). The property is located on the northeast corner of Highway 50 and Plaza Collina Boulevard.

The request is for a variance to allow for a reduced front yard sign setback of 1.5 feet rather than the required 10 foot setback. The site has a unique situation where there is a retaining wall that is located 10 feet away from the right-of-way, plus the Plaza Collina PUD was developed with a curve and linear sidewalk within the right-of-way that would typically be part of the applicant's buffer/setback area. This issue, combined with the infrastructure and landscape buffers already complete, allows limited space for the site, therefore creating a hardship to comply with the code requirements. The proposed sign setback variance is required because of existing site constraints not caused by the applicant. The restaurant will be sharing tenant space with a mattress store that will share the allowed sign copy area.

Section 86-174 of the Land Development Code requires a positive finding on the review criteria in order to grant a variance. Staff has reviewed the application as submitted and finds the application does meet a positive finding on all five review criteria. Therefore, staff recommends approval of the variance request to the Land Development Regulations

Mr. Robinson, applicant, was present and available for questions.

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

Council Member Pines expressed her opinion that the applicant has no other option than what was presented.

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

Item No. 31 – Resolution No. 2023-047R, The Learning Experience at Hammock Ridge

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR A CHILDCARE FACILITY IN A PLANNED UNIT DEVELOPMENT ZONING DISTRICT; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

City Clerk Howe read the resolution title aloud.

Development Services Planning Manager Kruse presented the request. The applicant is requesting a Conditional Use Permit to allow for a childcare center facility in a Planned Unit Development. The vacant parcel is located west of US Highway 27 and Bella Lago Drive. The property is part of the Tuscany Village PUD known as The Shoppes of Hammock Ridge. The PUD allows C-1 Light Commercial permitted uses and the Future Land Use designation is Commercial. The Land Development Code requires a Conditional Use Permit for any childcare center in the C-1 zoning district.

The applicant is proposing a 12,000 square foot childcare center with an outdoor playground area. The childcare center will allow up to a maximum of 232 children. The parents will be required to park their vehicles and sign their children into the center. The project is not proposing any pick-up and drop-off areas. The hours of operation will be 6:00 am to 6:30 pm, Monday through Friday. In 2019, a Traffic Impact Study was completed and required the installation of certain traffic improvements for the overall project which have been completed. The City's traffic consultant determined the proposed childcare center trip generation does not exceed the maximum trips and no further study is required. The childcare center will be required to completely screen the playground area from public view and streets. The proposed use will not be detrimental to the health, safety and welfare of the surrounding community.

When evaluating a request for a Conditional Use Permit, the general criteria for granting a permit requires specific development standards that are required to be met. Staff has reviewed the application as submitted and finds the proposed use can meet the general criteria for granting a Conditional Use Permit. Staff recommends approval of the Conditional Use Permit with the provisions contained in Resolution No. 2023-047R. The Planning and Zoning Commission recommended approval 6-0.

The applicant, Mr. Ottenberg was present. He elaborated on the parking and parent pick up and drop off procedures.

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

Council Member Gonzalez questioned the number of daycares in the vicinity. Development Services Planner Kruse stated that he is not aware of any in the general area.

Mayor Murry inquired on the children being outside with all of the other businesses in the immediate area.

Mr. Ottenberg stated that the playground will be fully fenced as the security of the children are a priority.

Council Member Gonzalez moved to approve Resolution No. 2023-047R; Seconded by Council Member Myers. Passed unanimously 4-0 with all members present voicing aye.

City of Clermont
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December 12, 2023

Item No. 32 – Resolution No. 2023-051R, Fee Schedule Amendment

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE FEE SCHEDULE FOR PARKS AND RECREATION AND UTILITY BILLING; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

City Clerk Howe read the resolution title aloud.

City Manager Bulthuis stated that the Parks and Recreation department are amending field use rental rates in order to keep fees competitive.

Parks and Recreation Director Forman explained the fees that have been adjusted.

City Manager Bulthuis said the sanitation and recycling rates are being adjusted to continue operating the sanitation fund.

City Manager Bulthuis addressed some of the fees that have been added such as a commercial monthly charge and charging a bulk collection rate for bulk items over three yards. He also addressed the adjustment of current fees regarding monthly charges and additional containers.

Mayor Murry opened the public hearing.

Otis Taylor, 3686 Caladesi - expressed concern on the charges for bulk items.

Public Services Assistant Director Maiworm stated that the adjustment to the bulk item fee is to target large quantities of items, not regular household items.

Mayor Murry closed the public hearing.

Mayor Murry asked for clarification on what items would still be part of the regular sanitation fee versus being charged the bulk collection rate.

City Manager Bulthuis explained that anything under 3 yards would not be charged the additional fee. Public Services Assistant Director Maiworm further explained how big three yards is and showed examples of household items that would still be under the 3 yards.

Council Member Gonzalez moved to approve Resolution No. 2023-051R; Seconded by Council Member Myers. Passed unanimously 4-0 with all members present voicing aye.

City Manager Bulthuis announced that December 11 at 5pm at Target, the Police Department are doing their Heroes and Helpers shopping with kids. If available, stop by to see what they are doing.

City of Clermont
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ADJOURN: With no further comments, this meeting adjourned at 10:19 pm.

APPROVED:

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 9, 2024		
Agenda Item Name		
Florida Recreation Development Assistance Program Grant Acceptance <i>Park Palatlakaha</i>		
Requested Action		
Request approval of a Florida Recreation Development Assistance Program (FRDAP) grant awarded by the Florida Department of Environmental Protection (FDEP) in the amount of \$50,000.		
Staff Report		
The City of Clermont has been awarded a Florida Recreation Development Assistance Program (FRDAP) a non-matching grant by the Florida Department of Environmental Protection (FDEP) in the amount of \$50,000 for construction of a pavilion at Park Palatlakaha and landscaping at the park. The City Council had approved this pavilion and project during the budget process.		
Additional Analysis		
Fiscal Impact Summary		
The City budgeted funds in FY 2024 for pavilion construction at Park Palatlakaha prior to being awarded the grant. The budgeted funds may be reallocated.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. A24080 Palatlakaha Park-AGREEMENT FOR GRANTEE SIGNATURE	A24080 Palatlakaha Park-AGREEMENT FOR GRANTEE SIGNATURE.pdf	

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): **Palatlakaha Park** Agreement Number: **A4080**

2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Clermont** Entity Type: **Local Government**
Grantee Address: **685 W. Montrose Street, Clermont, FL 34711** FEID: **59-6000290**
(Grantee)

3. Agreement Begin Date: **Upon Execution** Project Completion Date: **April 30, 2026** Date of Expiration: **June 30, 2026**

4. Project Number: **A24080** Project Location(s): **1250 12th Street, Clermont, FL 34711**
(If different from Agreement Number)

Project Description: **Construction of a new park pavilion with installation of new landscaping.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
	☒ State ☐ Federal	Line Item No. 1796, GAA, FY 2023-2024	\$ 50,000.00
	☐ State ☐ Federal		\$
	☒ Grantee Match		\$ 0.00
Total Amount of Funding + Grantee Match, if any:			\$ 50,000.00

6. Department's Grant Manager	Grantee's Grant Manager
Name: April Moody	Name: Brian Forman, Parks and Recreation Dir.
or successor	or successor
Address: 3900 Commonwealth Blvd. MS#585 Tallahassee, FL 32399	Address: 685 Montrose Street Clermont, FL 34711
Phone: 850-245-2501	Phone: 352-394-4081
Email: april.moody@floridadep.gov	Email: bforman@clermontfl.org

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☒ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)
☐ Exhibit H: Non-Profit Organization Compensation Form (State)

☐ Additional Exhibits (if necessary):	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

GRANTEE

Grantee Name

By _____
(Authorized Signature) Date Signed

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments (i.e., cost reimbursement) under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for cost reimbursement and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
 - ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

Attachment 1

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The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price

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- negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
 - e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
 - f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
 - g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
 - h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

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- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole

discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may

not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

- ii. **Discriminatory Vendors.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- iii. **Antitrust Violator Vendors.** A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
- iv. **Notification.** The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

- c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements

- a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

- The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at:

- <https://www.epa.gov/invest/investing-america-signage>.

- b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during

the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the

original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

- ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
- iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. A4080**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Palatka Park. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins when the final party signs the Agreement (the "effective date") and ends on the Project Completion Date. Only authorized Pre-Agreement/Retroactive expenses may be reimbursed outside of this period.
- b. Extensions. There are no extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur after approval of the final deliverable(s).
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☒	☒	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☒	☒	a. Fringe Benefits, which shall be calculated at the rate of 40% of direct salaries.
☒	☒	b. Indirect Costs, which shall be calculated at the rate of 15% of direct costs.
☒	☒	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☒	☒	Rental/Lease of Equipment
☒	☒	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States

Attachment 2

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according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3
GRANT WORK PLAN
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)

Project Name: Palatlahaha Park
Grantee Name: City of Clermont
FRDAP Project # A24080 / A4080

SUMMARY: The Grantee shall complete the Project Element(s), which were approved by the Department through the FRDAP Application Evaluation Criteria, pursuant to Chapter 62D-5, Florida Administrative Code (F.A.C.). Any alteration(s) to the Project Element(s) as submitted in the Grantee's application and listed in the Grant Work Plan is considered a significant change, must be pre-approved by the Department, and may require a formal Amendment to this Agreement. All work must be completed in accordance with the FRDAP Program, and local, state and federal laws, the approved Project plans, all required permits, and the Florida Building Code. Prior to the Department issuing a "Notice to Commence" to the Grantee, as specified in Attachment 6 of the Agreement, Program Specific Requirements, the Department must receive evidence of and have approved all Deliverables in Task 1.

For the purpose of this Agreement, the terms "Project Element" and "Project Task" are used interchangeably to mean an identified facility within the Project.

The Project is located at 1250 12th Street, Clermont, FL 34711 and is considered a "Small Project" pursuant to paragraph 62D-5.055(6)(a), F.A.C.

Retroactive Project.

☐ This Project has been approved as a "Retroactive Project." Retroactive Projects are eligible for a FRDAP grant award if they otherwise meet the FRDAP rule criteria, funds are available, and Project Costs have occurred within one (1) year prior to the approval for funding by the Governor.

☐ This Project has not been approved as a "Retroactive Project."

Project Completion: The Project Completion Date for this Agreement is **April 30, 2026**.

Budget: Reimbursement for allowable costs for the Project shall not exceed the maximum Grant Award Amount outlined below. There is no match required on the part of the Grantee under this Agreement. The total estimated Project Cost provided below is based on the approved FRDAP Application. A detailed cost analysis will be provided in the Deliverables for Task 1, prior to the Department issuing the "Notice to Commence." All final Project Costs shall be submitted to the Department with the payment request.

Maximum Grant Award Amount:	\$ 50,000.00
Required Grantee Match Amount:	\$ 0
Total Estimated Project Cost:	\$ 50,000.00
Match Ratio: 1:0	0%

Scope of Work/Tasks	Deliverables	Due Date	Financial Consequences
TASK 1 1.A. Development of Commencement Documentation Checklist (DRP-107) ¹ . 1.B. A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable).	DELIVERABLE 1 The Department will issue “Notice to Commence” upon receipt and approval of: 1.A. All applicable Project specific Commencement documentation listed on Commencement Documentation Checklist (DRP-107) 1.B. A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable). Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, Project inspection, and other similar fees are eligible for reimbursement. However, reimbursement, if requested, shall not exceed fifteen (15%) of total Project Cost, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule. The Grantee may not proceed with development of the Project until Notice to Commence has been issued.	180 calendar days after Execution of Agreement ²	Failure to provide the required Commencement Documentation may jeopardize your funding. The Department may terminate the Project Agreement if the required Deliverables are not submitted and approved by the Department.
TASK 2 2.A. Development of Primary and Support Project Elements, which includes: Construction of a new park pavilion with installation of new landscaping. 2.B. Development of Completion of Documentation Checklist (DRP-111). 2.C. Completion of Final Status Report (DRP-109).	DELIVERABLE 2 The Grantee may request reimbursement upon Department receipt and approval of: 2.A. Development of required Project Elements. 2.B. All applicable Project specific Completion documentation listed on Completion Documentation Checklist (DRP-111) 2.C. Final Status Report (DRP-109). The Grantee may request reimbursement for allowable budgeted expenses and costs pursuant to the Agreement that are directly related to the successful development of the Project site. Reimbursement shall not exceed the Grant	Due April 30, 2026, which shall also be the Project Completion Date³	No reimbursement will be made for Deliverable(s) deemed unsatisfactory by the Department. Payment(s) will not be made for unsatisfactory or incomplete work. In addition, a Task may be terminated for Grantee’s failure to perform.

	Award Amount, less any reimbursement requested for in Deliverable 1, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule below. Ten percent (10%) of the Grant Award will be retained until the Project is designated complete by the Department.		
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Project Task Performance Standard: The Department's Grant Manager will review the Project Completion Certificate and the Deliverables to verify compliance with the requirements for funding under the FRDAP; approved plans and application approved for funding. Upon review and written acceptance by the Department's Grant Manager of the Project Completion Certificate and the Deliverables under each Project Task, the Grantee may proceed with the payment request submittal.

Payment Request Schedule: Following Department approval of all Deliverables, the Grantee may submit a **single payment request** on Exhibit C, Payment Request Summary Form, DRP-115, along with all required documentation as outlined in the Financial Reporting Procedures (DRP-110), as applicable, to support payment. A payment request submitted as part of the reimbursement process must correspond with the Cost Analysis and supporting documents provided under Project Tasks.

Endnotes:

1. FRDAP documentation is available at <https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance> and/or from the Land and Recreational Grants Section, State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, MS# 585, Tallahassee, Florida, 32399-3000.
2. Project Agreement is subject to termination if Commencement documentations under Task 1 are not received and approved by the Department within 180 calendar days of the Project Agreement execution.
3. Due Date will not be extended beyond the Grant Period as outlined in Subsection 62D-5.058(7), F.A.C.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government, or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

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5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Appropriations Act Line Item 1796- Fixed Capital Outlay Florida Recreation Development Assistance Grants from General Revenue Fund and Florida Forever Trust Fund	2023 - 2024	37.017	Florida Recreation Development Assistance Program	\$50,000	140002

Total Award	\$50,000	
-------------	----------	--

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

¹ Subject to change by Change Order.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM SPECIFIC REQUIREMENTS**

FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM

ATTACHMENT 6

1. Project Submittal Forms.

Administrative Forms, Reimbursement Forms, and Guidelines referenced in this Agreement may be found at <https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance>, or by contacting the Department's Grant Manager.

2. Notice to Commence.

Prior to commencement of the Project, the Grantee shall submit to the Department for approval all documentation and completion of responsibilities listed on the Commencement Documentation Checklist, DRP-107. Upon satisfactory approval by the Department, the Department will issue written "Notice to Commence" to the Grantee to commence the Project. **The Grantee SHALL NOT proceed until the Department issues the "Notice to Commence."** Until the Department issues the "Notice to Commence," the Department is not obligated to pay or reimburse Grantee for fees, costs, or general expenses of any kind that were incurred prior to the "Notice to Commence," except for Pre-Agreement Expenses as more fully described in subsection 62D-5.054(34), F.A.C.

3. Site Plans.

Project site facilities must be attractive for public use and compatible with the environment. Plans and specifications for Project site improvements and facilities must be in accordance with current engineering and architectural standards. The Grantee should emphasize the health and safety of users, accessibility to the general public, and the protection of the recreational and natural values of the area. **The Grantee may alter a conceptual site plan only after written approval by the Department.**

The Grantee shall have final site plans (site, engineering, and architectural) prepared for the Project and sealed by a registered architect or engineer licensed in accordance with the laws of the State of Florida (collectively the "Project Plans"). The Grantee must deliver a complete original, signed, and sealed set of the Project Plans to the Department before the Department will issue final reimbursement.

4. Project Completion.

All work under this Agreement must be completed no later than 60 days before the expiration date of the Agreement, known as the "Project Completion Date." The Department may require the Grantee to do additional work before designating the Project "complete." If the Project has not been designated as complete by the Department by midnight of the Date of Expiration, the Project funds will revert to the revenue fund from which they were appropriated (paragraph 62D-5.058(7)(a), F.A.C.).

5. Project Completion Certification.

To certify completion, the Grantee will submit to the Department the Project Completion Certification, DRP-112, available online and incorporated herein by reference. The Project must be designated complete prior to the Department releasing final reimbursement. The Department shall designate the Project complete upon receipt and approval of all deliverables and when Project site is open and available for use by the public for outdoor recreation purposes. The Department will release the retainage when the Department approves the Completion Documentation set forth in paragraph 62D-5.058(7)(d), F.A.C. The final payment of the retained amount will be processed within thirty (30) days of the Project designated complete by the Department.

6. The following modifies paragraph 8.d, Attachment 1, Standard Terms and Conditions:

a. Reimbursement for Costs.

Project Costs will be reimbursed as provided in paragraph 62D-5.058(2)(a), F.A.C., and in the Project Agreement. The Grantee is eligible for reimbursement, in whole or in part, for Department-approved Pre-Agreement Expenses

and, if applicable, costs associated with Retroactive Projects, through the Project Completion Date of this Agreement. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, cost(s) must meet all FRDAP requirements, financial reporting requirements, and rules and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:

<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

- i. **Pre-Agreement Expenses.** Pursuant to subsection 62D-5.054(34), F.A.C., Pre-Agreement Expenses means expenses incurred by a Grantee for accomplishment of an eligible FRDAP project prior to full execution of the Project Agreement. Parties hereby acknowledge and agree, Grantee is entitled to submit for cost-reimbursement eligible Pre-Agreement Expenses, which are expenses Grantee incurred for the accomplishment of the Project prior to full execution of this Agreement.
7. The following is added to paragraph 8, Attachment 1, Standard Terms and Conditions:
- k. **Project Costs.** The Department will reimburse Project costs pursuant to paragraph 62D-5.058(2)(a), F.A.C., and as provided herein. Project costs, except for Pre-Agreement Expenses, shall be incurred between the effective date of the Agreement, and the Project Completion Date as set forth in the Project Completion Certification determined and identified herein. If the total cost of the Project exceeds the grant amount and the required match (if applicable), Grantee must pay the excess cost.
- l. **Cost Limits.** Pursuant to paragraphs 62D-5.058(2)(a) and (b), F.A.C., project planning expenses, such as application preparation, surveys (boundary and topographic), title searches, project signs, architectural and engineering fees, permitting fees, project inspection fees, and other similar fees are eligible Project costs provided that such costs do not exceed fifteen percent (15%) of the total Project cost.
8. The following hereby replaces paragraph 8.h, Attachment 1, Standard Terms and Conditions:
- h. **Annual Appropriation Contingency.** The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation from the Recommended Application Priority List by the Florida Legislature. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. It is further understood that Grant Awards may be revised by the Department due to the availability of FRDAP program funds.
9. The following replaces paragraph 10, Attachment 1, Standard Terms and Conditions:
- Status Reports.**
- a. The Grantee must utilize, Project Status Report Form, DRP-109, available online and incorporated herein by reference, to describe the work performed during the reporting period, problems encountered, problem resolutions, schedule updates and proposed work for the next reporting period. The Project Status Reports must be submitted to the Department's Grant Manager no later than January 5, May 5, and September 5. The Department's Grant Manager has thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.
- b. Additionally, the Grantee shall comply with the reporting and inventory requirements set forth in the Statewide Comprehensive Outdoor Recreation Plan (SCORP), available online: <https://floridadep.gov/parks/florida-scorp-outdoor-recreation-florida> and hereby incorporated by reference, by updating the Florida Outdoor Recreation Inventory (FORI) system (<https://floridadep.gov/parks/florida-outdoor-recreation-inventory>).
10. **Site Dedication.**
- a. Land owned by the grantee and developed or acquired with FRDAP funds must be dedicated in perpetuity as an outdoor recreational site for the use and benefit of the general public in accordance with Rule 62D-5.059, F.A.C. Land under control other than by ownership of the Grantee such as by lease, must be dedicated as an outdoor recreation area for the use and benefit of the general public for a minimum period of twenty-five (25) years from the Project Completion Date as set forth in the Project Completion Certificate. The dedications must be recorded in the county's public property records by the Grantee. Execution of this Agreement by the Department constitutes an acceptance of a Project site(s) dedication on behalf of the general public of the State of Florida.
- b. Should the Grantee's interest in the land change, either by sale, lease, or other written legal instrument, the Grantee is required to notify the Department in writing of the change no later than ten (10) days after the change occurs,

and the Grantee is required to notify all subsequent parties with interest to the land of the terms and conditions as set forth in this Agreement.

11. Management of Project Sites.

- a. Site Inspections. Grantees must ensure by site inspections that facilities on the Project site are being operated and maintained for outdoor recreation for a minimum period of twenty-five (25) years from the Project Completion Date set forth in the Project Completion Certificate. The Project site must be open at reasonable times and must be managed in a safe and attractive manner.
- b. Non-Compliance. The Department will terminate an agreement and demand return of the program funds (including interest) for non-compliance if a Grantee fails to comply with the terms stated in with the Agreement. If the Grantee fails to comply the Agreement, the Department will declare the Grantee ineligible for further participation in FRDAP until such time as the Grantee comes into compliance.
- c. Public Accessibility. All facilities must be accessible to the public on a non-exclusive basis, without regard to age, sex, race, religion, or ability level.
- d. Entrance Fees. Reasonable differences in entrance fees for other FRDAP projects may be allowed on the basis of residence, but only if the Grantee can clearly show that the difference in entrance fees reflects, and is substantially related to, all economic factors related to park management, and it is not simply related to the amount of tax dollars spent by the residents for the park; and that a definite burden on the Grantee in park maintenance costs clearly justifies a higher fee for nonresidents.
- e. Native Plantings. In developing a FRDAP project with program funds, the Grantee must primarily use vegetation native to the area, except for lawn grasses.
- f. The Grantee will obtain Department approval prior to any current or future development of facilities on the Project Site(s), which is defined in subsection 62D-5.054(46), F.A.C. This Agreement is not transferable.

12. Procurement Requirements for Grantee.

The Grantee must secure all goods and services for the Project according to its adopted procurement procedures.

13. Signage.

The Grantee must erect a permanent information sign on the Project site that credits funding (or a portion thereof) to the Florida Department of Environmental Protection and the Florida Recreation Development Assistance Program. The sign must be made of appropriate materials, which are durable for a minimum of twenty-five (25) years after the Project is complete. The sign must be installed on the Project site and approved by the Department before the Department processes the final Project reimbursement request.

14. Termination and Ineligibility.

In addition to the remedies provided elsewhere in this Agreement, if the Grantee fails to comply with the terms stated in this Agreement or with any provisions in Rule Chapter 62D-5, F.A.C., the Department will terminate this Agreement and demand return of the program funds (including interest). Furthermore, the Department will declare the Grantee ineligible for further participation in FRDAP until the Grantee complies. Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementing any Grant Work Plan activity that may fall under applicable federal, state, or local laws.

15. Conversion.

The Project Site acquired and/or developed with FRDAP assistance must be retained and used for public outdoor recreation. Should the Grantee, within the periods set forth in subsections 62D-5.059(1) and (2), F.A.C., convert all or part of the Project site to other than public outdoor recreational uses, the Grantee must replace the area, facilities, resource, or Project site at its own expense with an acceptable project of comparable scope, and quality.



Florida Department of Environmental Protection

EXHIBIT A Land and Water Conservation Fund Program Florida Recreation Development Assistance Program Project Status Report

Required Signatures: **Adobe Signature**

Project Name: _____ Project Number: **A24080**

Project Sponsor: _____

Identify primary and support recreation areas and facilities to be constructed. (50% of total costs must be in primary facilities).

PROVIDE PHOTOS OF WORK IN PROGRESS

PRIMARY FACILITIES/ELEMENTS:

Project Elements	Work Accomplished	% Completed

SUPPORT FACILITIES/ELEMENTS:

Project Elements	Work Accomplished	% Completed

PROBLEMS ENCOUNTERED:

Period Covered (Check Appropriate Period):

- ☐ January through April:
- Due May 5th
- ☐ May through August:
- Due September 5th
- ☐ September through December:
- Due January 5th
- ☐ Final Status Report
- Date from Project Completion Certification: _____

LIAISON: _____
Signature

Date



Florida Department of Environmental Protection

EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

Required Signatures: **Adobe Signature**

Date: _____

Grantee

Project Name and Number

Billing Period: _____

Billing #: _____

DEP Division: _____

DEP Program: _____

	Project Costs This Billing	Cumulative Project Costs
Contractual Services DRP-116		
Grantee Labor DRP-117		
Employee Benefits (_____ % of Salaries)		
Direct Purchases: Materials & Supplies DRP-118		
Grantee Stock DRP-120		
Equipment DRP-119		
Land Value		
Indirect Costs (15% of Grantee Labor)		
TOTAL PROJECT COSTS	\$0.00	\$0.00

CERTIFICATION: I hereby certify that the above expenses were incurred for the work being accomplished in the attached progress reports.

Project Administrator

Date

CERTIFICATION: I hereby certify that the documentation has been maintained as required to support the project expenses as reported above and is available for audit upon request.

Project Financial Officer

Date



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 9, 2024		
Agenda Item Name		
Change Order Request <i>Construction Management Services</i>		
Requested Action		
Consider approval of Change Order 5 to the A.D. Morgan Corporation construction management services contract for the new Public Services Facility.		
Staff Report		
The construction management company, The A.D. Morgan Corporation (AD Morgan), was hired by the City in 2018 to provide professional management support for the construction of the new Public Services Facility. AD Morgan's contract was for a specific value and for a specific time frame, which was originally 16 months. AD Morgan's contract was extended in July by two (2) months due to construction delays. Change Order No. 5 will extend their contractual services by three (3) additional months for \$39,000. This Change Order has evolved due to delays in the completion of the new Public Works facility, and it is an extension of the construction manager's support services. The additional costs will be covered by the project's General Contractor. The original contract value was \$197,960. With this change order, the new contract value will be \$356,540, an 80% increase over the original amount. The City's Procurement Policy states that change orders exceeding 10% of the original amount must be approved by the City Council. Funding for these services is derived from Capital Improvement and Sanitation funds with a project budget of \$1,800,000, account codes 32549-66900-49000 and 49534-66900-49000.		
Additional Analysis		
Fiscal Impact Summary		
The fiscal impact is \$39,000		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$39,000	32549-66900-49000 and 49534-66900-49000. cap-out	\$1,800,000
Exhibits Attached (copies of original agreements)		
1. Change Order 5 - Construction Management Svcs Change Order 5 - Construction Management Svcs.pdf		

CHANGE ORDER FORM

Contract / P.O. Number: 2018-58 / 20231599

Bid Number: RFQ 18-021

Change Order Number: 5

Change Order Date: Oct 10, 2023

Project Name: Construction Management Services

Department: Public Services

Job Location: 12838 Hancock Road, Clermont, FL

VENDOR INFORMATION:

Company Name: The A.D. Morgan Corporation

Address: 1953 E. Edgewood Drive

City, St., Zip: Lakeland, FL 33803

Contact Name: Jeremy Warner, Director of Preconst.

Telephone: (813) 832-3033

DESCRIPTION OF CHANGE:

Alteration, deviation, addition, or deletion caused by conditions encountered during construction not covered by the specifications and drawings of the project (attach additional pages if necessary).

Extended construction duration of three months for a total of \$39,000. If the project finishes earlier than the anticipated three month time addition, the amount deducted from Johnson-Laux contract will be modified to match the actual time and cost incurred.

ITEM		AMOUNT
A.	ORIGINAL CONTRACT VALUE:	\$ 197,960.00
B.	AMOUNT OF THIS CHANGE ORDER: <i>Must be within the overall scope of services in accordance with contract specifications.</i>	\$ 39,000.00
C.	PERCENT OF CONTRACT VALUE THIS CHANGE ORDER (B/A):	% 19.7%
D.	AMOUNT OF PREVIOUS CHANGE ORDERS:	\$ 119,580.00
E.	TOTAL AMOUNT OF ALL CHANGE ORDERS (B+D):	\$ 158,580.00
F.	PERCENT OF CONTRACT OF ALL CHANGE ORDERS (E/A): <i>10% Maximum</i>	% 80.1%
G.	NEW CONTRACT VALUE (A+E)	\$ 356,540.00

This Change Order is not valid without the following signatures:

CONTRACTOR Date

PROJECT ARCHITECT / ENGINEER Date

DEPARTMENT DIRECTOR Date

PROCUREMENT DIRECTOR /
CITY MANAGER Date

Council approval is required if change order(s): 1) exceeds \$49,999; 2) exceeds the greater of \$100,000 OR 10% of the original contract amount for construction projects; 3) the funds are not available in the approved budget for the department.

CITY OF CLERMONT

ATTEST:

MAYOR Date

CITY CLERK Date



A.D. MORGAN

General Contractors
Construction Managers

WE DO MORE

TAMPA
Corporate Headquarters
716 N. Renellie Drive
Tampa, Florida 33609
PH: 813 • 832 • 3033
FAX: 813 • 831 • 9860

BRADENTON
2411-B Manatee Ave W.
Bradenton, Florida 34205
PH: 941 • 747 • 3001
FAX: 941 • 747 • 3015

LAKELAND
1953 E. Edgewood Drive
Lakeland, Florida 33803
PH: 863 • 450 • 4840
FAX: 863 • 450 • 4697

License # CGC044502
www.admorgan.com

PCCO #006

Prime Contract Change Order #006: Extend construction duration 3 months @13,000.00/month

TO:	City of Clermont 400 12th Street Clermont, Florida 34711	FROM:	The A.D. Morgan Corporation 716 Renellie Drive Tampa Florida 33609
DATE CREATED:	9/ 22 /2023	CREATED BY:	Ricky Pena (The A.D. Morgan Corporation)
CONTRACT STATUS:	Approved	REVISION:	0
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	09/22 /2023
INVOICED DATE:		PAID DATE:	
SCHEDULE IMPACT:	90 days	EXECUTED:	No
CONTRACT FOR:	1:City of Clermont Public Works Facility Prime Contract	TOTAL AMOUNT:	\$ 39,000.00

DESCRIPTION:
Extend construction duration 3 months @13,000.00/month.

New Substantial Completion Date November 30, 2023.

ATTACHMENTS:

CHANGE ORDER REQUESTS IN THIS CHANGE ORDER:

COR #	Title	Schedule Impact	Amount
005	Extend construction duration 3 months @13,000.00/month	90 days	\$ 39,000.00
TOTAL:			\$39,000.00

CHANGE ORDER LINE ITEMS:

PCO # 005 : Extend construction duration 3 months @13,000.00/month

#	Cost Code	Description	Type	Amount
1	00-705 - Project Managers	Phase III Extend Construction Duration 3 Months	Labor	\$ 39,000.00
Subtotal:				\$39,000.00
Grand Total:				\$39,000.00

The original (Contract Sum)	\$ 197,960.00
Net change by previously authorized Change Orders	\$ 119,580.00
The contract sum prior to this Change Order was	\$ 317,540.00
The contract sum will be increased by this Change Order in the amount of	\$ 39,000.00
The new contract sum including this Change Order will be	\$ 356,540.00
The contract time will be increased by this Change Order by 90 days	

City of Clermont
400 12th Street
Clermont Florida 34711

The A.D. Morgan Corporation
716 N. Renellie Dr.
Tampa Florida 33609

SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 9, 2024		
Agenda Item Name		
Change Order Request <i>Architectural Services</i>		
Requested Action		
Consider approval of Change Order 6 for the architectural services contract with Bentley Architects + Engineers, Inc. for the construction of the new Public Works Facility in the budgeted amount of \$39,468.36.		
Staff Report		
Additive change order No. 6 includes additional post-design services corresponding to unforeseen efforts associated with the new Public Works facility construction project. The original contract value was \$774,004.97. With this change order, the new contract value will be \$877,780.51, a 13.4% increase over the original amount. The City's Procurement Policy states that change orders exceeding 10% of the original amount must be approved by the City Council. This change order has evolved as the Public Services project has been delayed in completion. This change order is an extension of the Architects' construction support services to review and approve what is being constructed per the approved plans. As this change order is generated by delays in construction, the costs from this change order will be covered by the projects General Contractor through the Liquidated damages' clause in our contract. Funding codes are 32549-66900-49000 and 49534-66900-49000 with a project budget of \$17,336,000.		
Additional Analysis		
Fiscal Impact Summary		
\$39,468.36 is the amount of the change order.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$39,468.36	32549-66900-49000,49534-66900-49000 cap-out PS	\$1,800,000
Exhibits Attached (copies of original agreements)		
1. Change Order 6	Change Order 6.pdf	

CHANGE ORDER FORM

Contract / P.O. Number: 2018-20 / 20232271

Bid Number: RFQ 17-048

Change Order Number: 6

Change Order Date: Dec 13, 2023

Project Name: Architectural Services for PW Facility

Department: Public Services

Job Location: 12838 Hancock Road, Clermont, FL

VENDOR INFORMATION:

Company Name: Bentley Architects + Engineers, Inc.

Address: 651 W. Warren Ave., Ste. 200

City, St., Zip: Longwood, FL 32750

Contact Name: Gary Kranston, V.P.

Telephone: 407-331-616

DESCRIPTION OF CHANGE:

Alteration, deviation, addition, or deletion caused by conditions encountered during construction not covered by the specifications and drawings of the project (attach additional pages if necessary).

Additive task order in the total amount of \$39,468.36 for additional post design services corresponding to unforeseen additional work. See attached documents for more information.

ITEM		AMOUNT
A.	ORIGINAL CONTRACT VALUE:	\$ 774,004.97
B.	AMOUNT OF THIS CHANGE ORDER: <i>Must be within the overall scope of services in accordance with contract specifications.</i>	\$ 39,468.36
C.	PERCENT OF CONTRACT VALUE THIS CHANGE ORDER (B/A):	% 5.1%
D.	AMOUNT OF PREVIOUS CHANGE ORDERS:	\$ 64,307.18
E.	TOTAL AMOUNT OF ALL CHANGE ORDERS (B+D):	\$ 103,775.54
F.	PERCENT OF CONTRACT OF ALL CHANGE ORDERS (E/A): <i>10% Maximum</i>	% 13.4%
G.	NEW CONTRACT VALUE (A+E)	\$ 877,780.51

This Change Order is not valid without the following signatures:

CONTRACTOR Date

PROJECT ARCHITECT / ENGINEER Date

DEPARTMENT DIRECTOR Date

PROCUREMENT DIRECTOR /
CITY MANAGER Date

Council approval is required if change order(s): 1) exceeds \$49,999; 2) exceeds the greater of \$100,000 OR 10% of the original contract amount for construction projects; 3) the funds are not available in the approved budget for the department.

CITY OF CLERMONT

ATTEST:

MAYOR Date

CITY CLERK Date

December 13, 2023

Freddy L Suarez, MPA, CPPB
Purchasing Director
685 W. Montrose St.
Clermont, Florida 34711

Re: Clermont Public Works Facility
BAE Project No.: 2017.072.1
SA for Additional Post Design Services

Dear Mr. Suarez:

We appreciate the opportunity to submit this proposal for professional services for the above-referenced project. The scope of work for this authorization will include additional post design services corresponding to unforeseen efforts associated with addressing non-contract-documents-compliant work completed by the Contractor, and extended construction completion schedule.

A. Scope of Work

1. Civil:

- a. Site visits: Attend two (2) additional site inspections to verify grading and parking/driveway pavement conditions.
- b. Drainage system: Review two (2) additional rounds of storm sewer system as-built surveys
- c. Site grading: Extensive review of as-built site grading conditions to address non-compliant and non-consistent site grading.
- d. Parking and driveway pavement: Review of pavement core boring reports and follow-up "Request-for-Information" responses to address non-compliant pavement section areas.
- e. Teams meetings related to pavement deficiencies.
- f. Lift Station: Review of one (1) additional lift station as-built survey after addressing non-compliant wet well depth.

2. Architecture:

- a. Four additional OAC meetings and site visits with associated field reports.
- b. Process and review additional Requests for Information (RFI's).
- c. Teams meetings related to pavement deficiencies.
- d. General contract administration.

3. See attached proposal from SOBE for additional MEP scope.

B. Fees

Please see attached summary fee sheet.

C. Reimbursable Expenses

Billed in accordance with Basic Services contract.

If this proposal meets with your approval, please sign and fax back this proposal letter. We will await a specific task authorization to begin work. If you have any questions, please do not hesitate to contact our office.



Sincerely,

Bentley Group, Inc.

A handwritten signature in black ink, appearing to read "Gary L. Kranston", written over a light blue horizontal line.

Gary L. Kranston, RA, AIA
Vice President

City of Clermont

Freddy L Suarez, MPA, CPPB
Purchasing Director

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project:County:FPN:

Clermont Public Works FacilityLake2017.072.1

Consultant Name: Bentley Architects + Engineers, Inc.

Consultant No.: 2017.072.1

Date: 12/13/2023

FAP No.: -

Estimator: Gary Kranston

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Chief Engineer	Senior Architect	Project Architect	Architect Intern	Senior Project Engineer	Project Engineer Civil	Engineer Civil	Engineering Intern - Civil	Project Engineer Structural	Engineering Intern Structural	Secretary / Clerical	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$218.71	\$150.84	\$115.60	\$84.58	\$165.92	\$128.59	\$100.78	\$83.00	\$110.53	\$83.17	\$76.89	\$0.00			
Project General Tasks	16	0	16	0	0	0	0	0	0	0	0	0	0	16	\$2,413	\$150.84
Civil Post Design	90	0	0	0	0	54	36	0	0	0	0	0	0	90	\$13,589	\$150.99
Arch Post Design	60	0	39	21	0	0	0	0	0	0	0	0	0	60	\$8,310	\$138.51
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	166	0	55	21	0	54	36	0	0	0	0	0	0	166		
Total Staff Cost		\$0.00	\$8,296.20	\$2,427.60	\$0.00	\$8,959.68	\$4,629.24	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$24,312.72	\$146.46

SALARY RELATED COSTS:		Check =	\$24,312.72	\$24,312.72
OVERHEAD:		0%		\$0.00
OPERATING MARGIN:		0%		\$0.00
FCCM (Facilities Capital Cost Money):		0.00%		\$0.00
EXPENSES:		5.00%		\$1,215.64
Survey (Field - if by Prime)		0	4-man crew days @	\$ - / day \$0.00
SUBTOTAL FEE:				\$25,528.36
Subconsultant: Ardaman				\$0.00
Subconsultant: BESH				\$0.00
Subconsultant: Ramski				\$0.00
Subconsultant: SOBE				\$13,940.00
Subconsultant: Foster Conant				\$0.00
SUBTOTAL FEE:				\$39,468.36
Geotechnical Field and Lab Testing				\$0.00
SUBTOTAL FEE:				\$39,468.36
Optional Services				\$0.00
GRAND TOTAL LUMP SUM FEE:				\$39,468.36



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3501 Quadrangle Blvd., Suite 100

Orlando, Florida 32817

407.380.0400 | www.salasobrien.com

December 8, 2023

Date

ADDITIONAL SERVICES AGREEMENT - REVISED

Gary Kranston

CLIENT

Bentley Group, Inc.

ADDRESS

651 W. Warren Avenue, Suite 200

CITY, STATE, ZIP

Longwood, Florida 32750

Project description: City of Clermont Public Works

SOBE Project Number: 17097 Client number: 2017.072.1

Additional service description: Provide extended CA services for August and September, through

December 2023 to coordinate with the extension of the construction schedule. Scope of work to include continued

support of responses to RFIs, shop drawing review, and general correspondence and management of the project.

Scope to also include punch list verification site visit in December, report of findings, and follow on site visit to

verify those punchlist items not corrected in December, also with report of findings.

Compensation: \$13,940.00

Terms: ☐ Hourly, Not to exceed

☒ Lump sum

☐ Other:

Work will not proceed without
authorization:

☐

Work has proceeded in good faith

☒

Authorization:

Salas O'Brien

Date

Principal



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date	
Tuesday, January 9, 2024	
Agenda Item Name	
Piggyback Contract and Budget Amendment <i>OpenGov Budget Software</i>	
Requested Action	
Requesting approval to piggyback the NASPO ValuePoint cooperative contract with OpenGov, Inc. to procure budget software. Requesting approval of a budget amendment amount of \$105,485.91.	
Staff Report	
The Procurement Services Department and the Finance Department recommend approval of the above action. The current budget development, monitoring, and reporting process are not efficient. It relies heavily on Excel but also includes Word and PDF documents, which has proven to be time-consuming due to the volume of information to manage and numerous formulas to maintain. The creation of the budget book is dependent on an interface between the City's accounting platform (Tyler Munis) and a reporting software tool called Crystal Reports. This interface requires a significant amount of staff time and expertise, but more importantly, it will not be supported by Munis in the near future. As a result, reporting is limited and can be time-consuming for actual comparisons in an easy-to-understand format. There are also no performance dashboards for management and no easy way to tie strategic plan initiatives to budgeted revenues and expenditures. Additionally, there are no current tools for public access and communication. For these reasons, the Finance Department started the evaluation process to review budget software that can integrate with Munis and help standardize, automate, and bring accuracy and efficiency throughout the entire budgeting process. Another goal was to find better and more effective ways for the City to communicate its budget, strategic plan, and capital projects and create a digital budget book in an ADA-compliant format for state compliance and the public. This will allow for greater transparency in line with the City Council's goals and would be a significant step towards meeting the best practices in budgeting as recommended by the GFOA (Government Finance Officers Association). The Assistant Finance Director, Scott Borrer, and the Procurement Services Director, Freddy Suarez, met with the following four vendors from September to November 2023 to evaluate their budgeting software solutions: 1. OpenGov 2. Questica (Euna Solutions) 3. ClearGov 4. ResourceX It was determined after meeting with ResourceX that their solution did not meet the City's needs due to a limited scope on performance management. After reviewing ClearGov and Questica, staff felt that both were viable solutions. However, ClearGov did not have an automated interface with Munis. OpenGov differentiated itself based on its seamless interface with Munis and the strength of its references. After demos and assessment, OpenGov was selected as the vendor of choice for the following reasons: 1. Allow the creation of an annual budget by the user Departments and be imported into Munis. 2. Ease of creating a budget book. 3. Display the City budget online with easy-to-use graphs and data. 4. Access to open data sources from outside agencies like the FBI, Census, and Voter data and create graphs and comparisons.	

5. It has an online interactive Strategic Plan module to keep the public informed.
6. Integration with the City's chart of accounts helps standardize and automate the entire budget process.
7. Supports the ability to conduct different budget scenarios, including union negotiations and long-term personnel forecasting.
8. Will produce a digital interactive online publication tying key performance metrics, a budget book, a strategic plan, and capital projects, all in ADA compliance.
9. OpenGov can integrate easily with the City's financial software, Munis from Tyler Technologies.
10. The OpenGov budget software will provide an easy-to-use system for reporting and performance measures to engage the public and enhance trust through transparency.

Nationwide, OpenGov has partnered with over 1,800 government agencies, including the City of Apopka, City of Palm Beach Gardens, City of Sanibel, and the City of Pompano Beach here in Florida. Staff contacted their references and received favorable responses, including from the City of Tampa, Hernando County, and Pasco County. Finally, OpenGov has provided a detailed project plan to ensure a smooth rollout and support while we launch their tools. Their team will provide multiple resources and take a hand-holding phased approach to delivering their platform.

The initial quoted price of the software was as follows:

Term 1 - \$136,902 (software \$75,302 and training & implementation \$61,600)

Term 2 - \$86,200

Term 3 - \$90,500 (5% increase)

The Procurement Services Director negotiated the initial quote without affecting the level of service, as follows:

Term 1 - \$105,485.91 (software \$43,904.39 and training and implementation \$61,581.52)

Term 2 - \$61,982.68

Term 3 - \$65,081.80 (5% increase)

OpenGov has a National Association of State Procurement Officials (NASPO) cooperative agreement with Carahsoft Technology Corporation that could be used for piggybacking purposes, avoiding the need for an RFP and lowering the price through negotiation.

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 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 current approved budget does not have funds for this project. A budget amendment to the General Fund in the amount of \$105,486 is recommended.

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

- | | | |
|----|---|---|
| 1. | Budget Software Price Comparison | Budget Software Price Comparison.xlsx |
| 2. | OpenGov Budgeting Florida Customer List | FI Customers.pdf |
| 3. | Carahsoft - OpenGov - 12.04.2023 - Quote 41288439 | Carahsoft - OpenGov - 12.04.2023 - Quote 41288439-updated.pdf |
| 4. | OpenGov Statement of Work | OpenGov Schedule of Work.pdf |

Budget Software Price Comparison

	OpenGov	Questica	ClearGov	
<u>Implementation</u>	\$61,581.52	\$59,237.50	\$7,312.50	
<u>1st Year</u>	\$43,904.39	\$54,790.76	\$51,000.00	
<u>Combined</u>	\$105,485.91	\$114,028.26	\$58,312.50	
<u>Year 2 - 5%</u>	\$61,982.68	\$57,530.30	\$52,530.00	*3%
<u>Year 3 - 5%</u>	\$65,081.80	\$60,406.81	\$55,681.80	*6%
<u>Year 4 - 5%</u>	\$68,335.89	\$63,427.15	\$59,022.71	*6%
<u>Year 5 - 5%</u>	\$71,752.68	\$66,598.51	\$62,564.07	*6%



OpenGov Budgeting Florida Customer List

Tampa, FL
Florida Department of Corrections
Apopka
St. Cloud
North Miami Beach
City of Bartow
City of Clearwater
Pasco County
Hernando County
Homestead
Palm Beach Gardens
Deerfield Beach
Walton County
Escambia County
Santa Rosa County
Panama City
Deltona
Pompano Beach
City of Sanibel
Sunny Isles Beach
Bartow

PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

TO: Freddy Suarez
Director of Procurement
City of Clermont, FL
685 W. Montrose Street
Clermont, FL USA

FROM: Heather Castellanos
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: Fsuariez@clermontfl.org

EMAIL: Heather.Castellanos@carahsoft.com

PHONE: (352) 241-7386

PHONE: (571) 662-3750

FAX:

TERMS: Contract Number: 43230000-NASPO-16-ACS
NASPO Master Contract Number: AR2472
Contract Term: 07/01/2017 to 09/15/2026
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Sales Tax May Apply

QUOTE NO: 41288439
QUOTE DATE: 12/04/2023
QUOTE EXPIRES: 12/29/2023
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$105,485.91

TOTAL QUOTE: \$105,485.91

LINE NO.	PART NO.	DESCRIPTION	COOP	QUOTE PRICE	QTY	EXTENDED PRICE
YEAR 1						
1	OG-SWBA-B150200M-AR-3Y-491	Budgeting and Planning - Between \$150-200 Million - 3Y OpenGov, Inc. - OG-SWBA-B150200M-AR-3Y Start Date: 01/16/2024 End Date: 09/30/2024	\$115,006.92	\$43,904.39	COOP 1	\$43,904.39
2	OG-PSBG-B150200M-OT-0Y-491	Professional Services Deployment - Prepaid - Between \$150-200 Million - 0Y OpenGov, Inc. - OG-PSBG-B150200M-OT-0Y Start Date: 01/16/2024 End Date: 09/30/2024	\$294.00	\$199.94	COOP 308	\$61,581.52
SUBTOTAL:						\$105,485.91

SUGGESTED OPTIONS

LINE NO.	PART NO.	DESCRIPTION	COOP	QUOTE PRICE	QTY	EXTENDED PRICE
YEAR 2						
3	OG-SWBA-B150200M-AR-3Y-491	Budgeting and Planning - Between \$150-200 Million - 3Y OpenGov, Inc. - OG-SWBA-B150200M-AR-3Y Start Date: 10/01/2024 End Date: 09/30/2025	\$115,006.92	\$61,982.68	COOP 1	\$61,982.68

CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

LINE NO.	PART NO.	DESCRIPTION	COOP	QUOTE PRICE	QTY	EXTENDED PRICE
YEAR 2 SUBTOTAL:						\$61,982.68
YEAR 3						
4	OG-SWBA-B150200M-AR-3Y-491	Budgeting and Planning - Between \$150-200 Million - 3Y OpenGov, Inc. - OG-SWBA-B150200M-AR-3Y Start Date: 10/01/2025 End Date: 09/30/2026	\$115,006.92	\$65,081.80	COOP 1	\$65,081.80
YEAR 3 SUBTOTAL:						\$65,081.80
SUGGESTED SUBTOTAL:						\$127,064.48
TOTAL PRICE:						\$105,485.91
TOTAL QUOTE:						\$105,485.91

Billing Frequency: Annually in Advance
Opengov Terms of Service

Annual invoices will be delivered by the start of each consecutive annual period. Payment of invoices shall be annually in advance. Customer's use of the OpenGov services is pursuant to the OpenGov End User License Agreement set forth at <https://opengov.com/terms-of-service/end-user-license-agreement/>

****PLEASE NOTE****

Please be sure to include any applicable contract numbers on your purchase order, as well as, all billing and shipping emails and mailing addresses to ensure your order can be processed in a timely manner.

For orders that may be subject to taxes, please provide the end user's mailing address so the correct tax rate, if any, can be applied.



Statement of Work

City of Clermont, FL

Creation Date: 12/11/2023
Document Number: PS-04817
Version Number: 2
Created by: Sidney Barnes

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1. Overview and Approach

1.1. Agreement

This Statement of Work ("SOW") identifies services that OpenGov, Inc. ("OpenGov" or "we") will perform for City of Clermont, FL ("Customer" or "you") pursuant to that order for Professional Services entered into between OpenGov and the Customer ("Order Form") which references the Master Services Agreement or other applicable agreement entered into by the parties (the "Agreement").

- Customer acknowledges and agrees that this Statement of Work is subject to the confidentiality obligations set forth in the Agreement between OpenGov and Customer.
- The Deliverables listed in [Appendix B](#) are the single source of the truth of the deliverables to be provided.
- Customer's use of the Professional Services is governed by the Agreement and not this SOW.
- Upon execution of the Order Form or other documentation referencing the SOW, this SOW shall be incorporated by reference into the Agreement.
- In the event of any inconsistency or conflict between the terms and conditions of this SOW and the Agreement, the terms and conditions of this SOW shall govern with respect to the subject matter of this SOW only. Unless otherwise defined herein, capitalized terms used in this SOW shall have the meaning defined in the Agreement.
- This SOW may not be modified or amended except in a written agreement signed by a duly authorized representative of each party.
- OpenGov will be deployed as is, Customer has access to all functionality available in the current release.

2. Statement of Work

This SOW is limited to the Implementation of the OpenGov Budgeting & Planning as defined in the [OpenGov Responsibilities](#) section of this document. Any additional services or support will be considered out of scope.

2.1. Project Scope

Under this project, OpenGov will deliver cloud based Budgeting & Planning solutions to help the Customer power a more effective and accountable government. OpenGov's estimated charges and schedule are based on performance of the activities listed in the "OpenGov Responsibilities" section below. Deviations that arise during the project will be managed through the procedure described in [Appendix A-2: Change Order Process](#), and may result in adjustments to the Project Scope, Estimated Schedule, Charges and other terms. These adjustments may include charges on a time-and-materials or fixed-fee basis using OpenGov's standard rates in effect from time to time for any resulting additional work or waiting time.

2.2. Facilities and Hours of Coverage

OpenGov will:

- A. Perform the work under this SOW remotely, except for any project-related activity which OpenGov determines would be best performed at your facility in order to complete its responsibilities under this SOW.
- B. Provide the Services under this SOW during normal business hours, 8:30 am to 6:00 pm local time, Monday through Friday, except holidays.

2.3. Key Assumptions

The SOW and OpenGov estimates are based on the following key assumptions. Deviations that arise during the proposed project will be managed through the project Change Order Process (see [Appendix A-2](#)), and may result in adjustments to the Project Scope, Estimated Schedule, Charges, and other terms.

- A. The OpenGov Suites are not customized beyond current capacities based on the latest release of the software.
- B. Individual software modules are configured based on discussions between OpenGov and Customer.
- C. OpenGov or its authorized independent contractors provide Professional Services to Customer as described in this SOW as agreed to by the parties.
- D. Budgeting and Planning Suite
 - i. Customer will provide Budget and Actuals data within two (2) weeks immediately following the kick-off meeting.
 - ii. Customer's Integration is unidirectional from Tyler Munis into OpenGov. The integrated data will be linked to the Customer's OpenGov Chart Of Accounts.
 - iii. Customer has provided the following relevant dates:
 1. Operating Budget Kick Off is April 2024
 2. Capital Budget Kick off is April 2024
 - iv. OpenGov budget proposal configuration will include: up to fifty (50) department proposals and up to fifty (50) project proposals.
 - v. OpenGov Online Budget Book (OBB) configuration will include:
 1. Six (6) Standard OBB templates; up to fifty (50) department stories pages and up to fifty (50) project pages from the templates; and up to two (2) reports with report views to use in the OBB.

2.4. OpenGov Responsibilities

2.4.1. Activity 1 – Project Management

OpenGov will provide project management for the OpenGov responsibilities in this SOW. The purpose of this activity is to provide direction to the OpenGov project personnel and to provide a framework for project planning, communications, reporting, procedural and contractual activity. This activity is composed of the following tasks:

Planning

OpenGov will:

- A. review the SOW, contract and project plan with Customer's Project Manager and key stakeholders to ensure alignment and agreed upon timelines;
- B. maintain project communications through your Project Manager;
- C. establish documentation and procedural standards for deliverable Materials; and
- D. assist your Project Manager to prepare and maintain the project plan for the performance of this SOW which will include the activities, tasks, assignments, and project milestones.

Project Tracking and Reporting

OpenGov will:

- A. review project tasks, schedules, and resources and make changes or additions, as appropriate. Measure and evaluate progress against the project plan with your Project Manager;
- B. work with your Project Manager to address and resolve deviations from the project plan;
- C. conduct regularly scheduled project status meetings; and
- D. administer the Project Change Control Procedure with your Project Manager.

Completion Criteria:

This is an on-going activity which will be considered complete at the end of the Services

Deliverable Materials:

- Weekly status reports
- Project plan
- Project Charter
- Risk, Action, Issues and Decisions Register (RAID)

2.4.2. Activity 2 – Initialization

OpenGov will provide the following:

- A. Customer Entity configuration
- B. System Administrators creation
- C. Solution Blueprint creation
- D. Data Validation strategy confirmation

Completion Criteria:

This activity will be considered complete when:

- Customer Entity is created
- System Administrators have access to Customer Entity
- Solution Blueprint is presented to Customer

Deliverable Materials:

- Solution Blueprint

- Sign-off of Initial Draft Solution Blueprint

2.4.3. Activity 3 – OpenGov Use Cases

OpenGov will provide the following:

Budget & Planning Use Cases

- A. Centralized Operating Budget
- B. Multi-Year Workforce Planning
- C. Capital Improvement Planning
- D. Interactive Online Budget Books

Completion Criteria:

This activity will be considered complete when:

Budget & Planning Use Cases

- Chart of Accounts is configured
- Operating Budget proposals are configured
- Capital Budget proposals are configured
- Workforce Plan is configured
- Online Budget Book templates are configured
- Financial integration is configured
- Budget reports are configured

Deliverable Materials:

- Formal sign off document

2.4.4. Activity 4 – Training

Training will be provided in instructor-led virtual sessions unless otherwise specified in Appendix B. For any instructor-led virtual sessions, the class size is recommended to be 10 (ten), for class sizes larger than 10 (ten) it may be necessary to have more than one instructor.

Completion Criteria:

- Administrator training is provided
- End User training is provided

Deliverable Materials:

- Formal sign off document

2.5. Your Responsibilities

The completion of the proposed scope of work depends on the full commitment and participation of your management and personnel. The responsibilities listed in this section are in addition to those responsibilities specified in the Agreement and are to be provided

at no charge to OpenGov. OpenGov's performance is predicated upon the following responsibilities being managed and fulfilled by you. Delays in performance of these responsibilities may result in delay of the completion of the project and will be handled in accordance with [Appendix A-1: Communication and Escalation Procedure](#).

2.5.1. Your Project Manager

Prior to the start of this project, you will designate a person called your Project Manager who will be the focal point for OpenGov communications relative to this project and will have the authority to act on behalf of you in all matters regarding this project.

Your Project Manager's responsibilities include the following:

- A. manage your personnel and responsibilities for this project (for example: ensure personnel complete any self-paced training sessions, configuration, validation or user acceptance testing);
- B. serve as the interface between OpenGov and all your departments participating in the project;
- C. administer the Project Change Control Procedure with the Project Manager;
- D. participate in project status meetings;
- E. obtain and provide information, data, and decisions within five (5) business days of OpenGov's request unless you and OpenGov agree in writing to a different response time;
- F. resolve deviations from the estimated schedule, which may be caused by you;
- G. help resolve project issues and escalate issues within your organization, as necessary; and
- H. create, with OpenGov's assistance, the project plan for the performance of this SOW which will include the activities, tasks, assignments, milestones and estimates.

2.6. Completion Criteria

OpenGov will have fulfilled its obligations under this SOW when any of the following first occurs:

- A. OpenGov accomplishes the activities set forth in "[OpenGov responsibilities](#)" section and delivers the Materials listed, if any; or
- B. The End date is reached

2.7. Estimated Schedule

OpenGov will schedule resources for this project upon signature of the order form. Unless specifically noted, the OpenGov assigned project manager will work with Customer Project Manager to develop the project schedule for all requested deliverables under this SOW. OpenGov reserves the right to adjust the schedule based on the availability of OpenGov

resources and/or Customer resources, and the timeliness of deliverables provided by the Customer.

The Services are currently estimated to start within two (2) weeks but no later than four (4) weeks from signatures and have an estimated end date of seven (7) months following signatures ("End Date") or on other dates mutually agreed to between you and OpenGov.

2.8. Illustrative Project Timelines

The typical project timelines are for illustrative purposes only and may not reflect your use cases.

Budgeting & Planning Suite Illustrative Timeline		Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7
Financial Integration								
Budget and Planning Suite	Chart of Accounts							
	Operating Budget							
	Capital Budget							
	Workforce Plan							
	Online Budget Book							
	Budget End User Training							
GoLive Support	Hypercare							
Customer is responsible for attending the kick off of each phase, providing any necessary data for each phase, participating in working sessions during active phases, and signing off on deliverables at the end of each phase.								

2.9. Charges

The Services will be conducted on a Fixed Price basis. The fixed price is exclusive of any travel and living expenses and other reasonable expenses incurred in connection with the Services. All charges are exclusive of any applicable taxes.

Customer shall reimburse OpenGov for reasonable out-of-pocket expenses OpenGov incurs providing Professional Services. Reasonable expenses include, but are not limited to, travel, lodging, and meals. Expenses are billed based on actual costs incurred. OpenGov shall not exceed the estimated \$5,000 in expenses, per trip, without written approval from the Customer.

2.10. Offer Expiration Date

This offer will expire on January 26, 2024 unless extended by OpenGov in writing.

Appendix A: Engagement Charter

A-1: Communication and Escalation Procedure

Active engagement throughout the implementation process is the foundation of a successful deployment. To help assess progress, address questions, and minimize risk during the course of deployment both parties agree to the following:

- **Regular communication** aligned to the agreed upon project plan and timing.
 - OpenGov expects our customers to raise questions or concerns as soon as they arise. OpenGov will do the same, in order to be able to address items when known.
- **Executive involvement**
 - Executives may be called upon to clarify expectations and/or resolve confusion.
 - Executives may be needed to steer strategic items to maximize the value through the deployment.
- **Escalation Process:**
 - OpenGov and Customer agree to raise concerns and follow the escalation process, resource responsibility, and documentation in the event an escalation is needed to support issues raised
 - Identification of an issue impeding deployment progress, outcome or capturing the value proposition, that is not acceptable.
 - Customer or OpenGov Project Manager summarizes the problem statement and impasse.
 - Customer and OpenGov Project Managers jointly will outline solution, acceptance or schedule Executive review.
 - Resolution will be documented and signed off following Executive review.
- **Phase Sign-Off**
 - OpenGov requests sign-offs at various stages during the implementation of the project. Once the Customer has signed-off, any additional changes requested by Customer on that stage will require a paid change order for additional hours for OpenGov to complete the requested changes.

A-2: Change Order Process

This SOW and related efforts are based on the information provided and gathered by OpenGov. Customers acknowledge that changes to the scope may require additional effort or time, resulting in additional cost. Any change to scope must be agreed to in writing or email, by both Customer and OpenGov, and documented as such via a:

- **Change Order** - Work that is added to or deleted from the original scope of this SOW. Depending on the magnitude of the change, it may or may not alter the original contract amount or completion date and be paid for by Customer. Changes might include:
 - Timeline for completion
 - Sign off process
 - Cost of change and Invoice timing
 - Amending the SOW to correct an error.

- o Extension of work as the complexity identified exceeds what was expected by Customer or OpenGov.
- o Change in type of OpenGov resources to support the SOW.

A-3: Deliverable Materials Acceptance Procedure

Deliverable Materials as defined herein will be reviewed and accepted in accordance with the following procedure:

- The deliverable Material will be submitted to your Project Manager.
- Your Project Manager will have decision authority to approve/reject all project Criteria, Phase Acceptance and Engagement Acceptance.
- Within five (5) business days of receipt, your Project Manager will either accept the deliverable Material or provide OpenGov's Project Manager a written list of requested revisions. If OpenGov receives no response from your Project Manager within five (5) business days, then the deliverable Material will be deemed accepted. The process will repeat for the requested revisions until acceptance.
- All acceptance milestones and associated review periods will be tracked on the project plan.
- Both OpenGov and Customer recognize that failure to complete tasks and respond to open issues may have a negative impact on the project.
- For any tasks not yet complete, OpenGov and/or Customer will provide sufficient resources to expedite completion of tasks to prevent negatively impacting the project.
- Any conflict arising from the deliverable Materials Acceptance Procedure will be addressed as specified in the Escalation Procedure set forth in [Appendix A-1](#). As set forth in the "Customer Delays" provision of the Agreement, if there are extended delays (greater than 10 business days) in Customer's response for requested information or deliverable; OpenGov may opt to put the project on an "On Hold" status. After the Customer has fulfilled its obligations, Professional Services can be resumed and the project will be taken off the "On-Hold" status.
- Putting a project "on Hold" may have several ramifications including, but not restricted, to the following:
 - o Professional Services to the customer could be stopped;
 - o Delay to any agreed timelines; or
 - o Not having the same Professional Services team assigned.

Appendix B: Implementation Activities

B-1: OpenGov Budgeting & Planning Suite

Instance Creation

Budgeting & Planning Suite		
Description	OpenGov Responsibilities	Customer Responsibilities
Provisioning Reporting & Transparency Platform	OpenGov will: • OpenGov will provision Customer's OpenGov entity and verify Customer has access to all purchased modules.	Customer will: • Confirm access to entity and modules.

Technical Project Review

Description	OpenGov Responsibilities	Customer Responsibilities
Technical Project Review	OpenGov will: • Provide up to one (1) one-hour working sessions at the beginning of the project to: - o Review deliverables - o Review technical requirements - o Provide documentation on requirements and processes OpenGov Assumptions: • Customer will provide relevant data within two (2) weeks immediately following the kick-off meeting.	Customer will: • Identify relevant participants for attendance. • Confirm deliverables. • Gather and provide relevant data for the project.

Chart of Accounts Configuration

Description	OpenGov Responsibilities	Customer Responsibilities
Chart of Accounts (COA)	OpenGov will:	Customer will:

	● Build Customer's COA in OpenGov in accordance with OpenGov technical requirements. ● Review configured COA and uploaded data and provide training to Customer on how to: ○ Manage new codes ○ Edit COA ○ Create Masks	● Provide current COA and transactional data. ● Validate and provide sign off on COA. ● Maintain the COA following configuration.
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Integration Configuration

Description	OpenGov Responsibilities	Customer Responsibilities
Financial Integration	OpenGov will: ● Installation of Agent and Database View Deployment or Set up a SFTP and Sample File Format. ● Integrate the following functionalities: ○ Actuals and Budget (Revenue and Expenses) ○ Project Ledger ● Extract, transform (when required) and load the data ● Build Reports for the required functionalities ● Validate the historical data and current year data based on the Customer provided summary report. ● Schedule the current year data load ● Monitor the data load OpenGov assumptions: ● Integration is unidirectional from the Customer's Tyler Munis into OpenGov. ● The data will be linked to the Customer's COA.	Customer will: ● Provide an IT resource to assist the project team in the initial set-up. ● Provide assistance to understand source system specific customizations and configurations when building the data extract. ● If OpenGov is unable to access the data per requirements, provide .csv data files via OpenGov SFTP Location. ● Any charges for the data from ERP system will be the customer responsibility. ● Broker OpenGov's access to Customer's source accounting data if hosted by any third vendor. ● Provide a summary export data to validate against. ● Validate and provide sign off on the integrated data and reports. ● Changes to the underlying data after project closure will be responsibility of the customer to update. ● Maintenance of the integration file on an ongoing

		basis is the responsibility of the customer.
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Operating Budget Configuration

Description	OpenGov Responsibilities	Customer Responsibilities
Operating Budget	OpenGov will: • Configure one (1) Budget instance, once Proof of Concept is validated. • Configure and upload Customer's base budget files into OpenGov budget instances. • Configure OpenGov Budget Proposals and Worksheets for up to fifty (50) Departments in the base budget file based on the agreed upon structure. • Review configured OpenGov Budget and provide training to Customer on how to: ○ Create new Proposals and Worksheets ○ Manage Budgets	Customer will: • Provide current budget. • Validate Proof of Concept prior to OpenGov building out Budget Proposals and Worksheets. • Validate and provide signoff on Budget Proposals and Worksheets.
Operating Budget Community Feedback Topic	OpenGov will: • Configure one (1) standard budget topic in Community Feedback. • Review configured OpenGov Topic and provide training to Customer on how to: ○ Create new topics ○ Manage topics ○ Set Topics to Public and Closed.	Customer will: • Provide logo and branding guidelines. • Validate and provide signoff on the standard budget topic. • Update the standard budget topic with Customer relevant information.
Operating Budget Story	OpenGov will: • Configure one (1) standard budget Story template. • Review configured OpenGov Story and provide training to Customer on how to: ○ Create new Stories ○ Manage Stories ○ Publish Stories	Customer will: • Provide logo and branding guidelines. • Validate and provide signoff on Operating Budget Story template. • Update standard budget Story with Customer relevant information

Capital Budget Configuration

Description	OpenGov Responsibilities	Customer Responsibilities
Capital Budget	OpenGov will: • Configure up to one (1) Proofs of Concept (POC) • Configure one (1) Budget instance, once POC is validated • Configure and upload Customer's base budget files into OpenGov budget instances. • Configure proposals and worksheets for up to fifty (50) Capital Projects in the base budget file based on the agreed upon structure • Review configured OpenGov Budget and provide training to Customer on how to: - o Create new Proposals and Worksheets - o Manage Budgets	Customer will: • Provide current budget. • Validate Proof of Concept prior to OpenGov building out proposals and worksheets • Validate and provide signoff on Budget Proposals.
Capital Budget Story	OpenGov will: • Configure one (1) standard capital budget Story template. • Review configured OpenGov Story and provide training to Customer on how to: - o Create new Stories - o Manage Stories - o Publish Stories	Customer will: • Provide logo and branding guidelines. • Validate and provide signoff on Capital Budget Story template. • Update standard budget Story with Customer relevant information

Workforce Planning Configuration

Description	OpenGov Responsibilities	Customer Responsibilities
Workforce Planning	OpenGov will: • Provide cost elements based on Customer's existing personnel forecast to workforce document as per OpenGov's best practices.	Customer will: • Provide Position calculations and tables. • Populate the Position Template and upload the completed template into OpenGov.

	- Review configured OpenGov Workforce Plan and provide training to Customer on how to: - Create Cost Elements - Populate and upload the Position Template	- Validate and provide signoff on the Workforce Plan calculations. - Maintain the Workforce Plan and data once configured.
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Budget and Planning Suite Reporting Configuration

Budget and Planning Suite Reporting	OpenGov will: - Set up one (1) export and Dataset View to enable OpenGov Budget Reports for the Operating and Capital Budget(s). - Configure up three (3) standard reports using the customer's integrated financial data: - Annual - Budget to Actuals - Transactions - Configure up to four (4) Operating Budget Reports using OpenGov budget data: - Milestones - Development - Details - Categories* - Configure up to four (4) Capital Budget Reports using OpenGov budget data: - Development - Details - Categories* - Capital Plan - Review configured OpenGov Reports and provide training Customer on how to: - Export Budget Data for use in OpenGov Reports. - Create new Reports - Manage Reports - Share Reports	Customer will: - Validate and provide sign-off of Reports. - Maintain the Reports once configured. - Map OpenGov Budget export to Customer ERP import format.
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	*Budget Categories report is only available to customers using a zero-based budget.	
--	---	--

Online Budget Book Configuration

Description	OpenGov Responsibilities	Customer Responsibilities
Online Budget Book (OBB)	OpenGov will: - Based on best practices, build out the look and feel of six (6) Standard OBB Templates: - Home Page - Generic (multi-use) - Operating - Department - Capital - Capital Project - Create up to two (2) OBB Reports using OpenGov Budget data and Report Views to use in Department and Project OBB Story Shells. - Create Department and Project OBB Story Shells from OBB Templates for up to fifty (50) Departments and up to fifty (50) Projects and add OpenGov Report Views to Department and Project Story Shells. - Provide up to ten (10) one-hour working sessions to answer Customer questions on OBB Configuration.	Customer will: - Provide logo and branding colors to OpenGov. - Sign off on OBB Templates prior to OBB Story Shell Configuration. - Validate and sign off on OBB Department and Project Story Shells. - Complete Department and Project Story Shells by adding Customer content including: - Narrative - Images - External Data - Create remaining OBB Stories from OBB Templates for each section of the Table of Contents and add Customer content including: - Narrative - Images - External Data - Create any additional Reports and Report Views needed to add to OBB. - Attend working sessions to get answers on OBB questions. - Make Stories public and Publish OBB.

Working Sessions and Trainings

Description	OpenGov Responsibilities	Customer Responsibilities
Budgeting & Planning Working Sessions	OpenGov will: - Per the agreed upon Project Plan, schedule working sessions with Customer's System Administrators to: - Review configurations; - Provide training on system functionality; - Gain feedback; and - Answer questions regarding configured system functionality.	Customer will: - Per the agreed upon Project Plan, attend working sessions to: - Understand configurations; - Gain training on system functionality; - Give feedback; and - Ask questions regarding configured system functionality
Reporting & Transparency Administrator Training	OpenGov will: - Provide training to Customer System Administrators on how to: - Maintain the Chart of Accounts - Upload and manage data for reporting - Create and share Reports, Dashboards, Stories, and Topics.	Customer will: Identify relevant participants and attend scheduled trainings.
Budgeting & Workforce Administrator Training	OpenGov will: - Provide training to Customer System Administrators on how to: - Create and manage Budgets - Prepare to set up Next Year's Budget - Create and manage Workforce Plans including Cost Elements and Position Upload Templates - Export Budget Data for use in OpenGov Reports.	Customer will: Identify relevant participants and attend scheduled trainings.
Online Budget Book / Budget-in-Brief	OpenGov will:	Customer will:

Administrator Training	● Provide one (1) 60- Minute System Training designed for OBB Administrators on how to: ○ Use and copy OBB Templates ○ Add Reports Views to Stories ○ Add Customer content including: narrative, images, and external data to Stories ○ Publish Stories ○ Update and maintain Stories.	● Identify relevant participants and attend scheduled trainings.
Virtual Budget End-User Training	OpenGov will: ● Provide two (2), 60-Minute training session(s) to Customer's Internal Users on how to: ○ Navigate Opengov Budgets and Reports	Customer will: ● Identify relevant participants and attend scheduled trainings.

Appendix C: Technical Requirements

C-1: OpenGov Budgeting & Planning Suite

Budgeting & Planning Suite	
Description	Technical Requirements
Chart of Accounts	• Flat file • .csv, .xls, .xlsx with headers • Active Accounts and Accounts with activity in the years of data being loaded into OpenGov.
Financial Data Files (Transactional Export)	• Flat file • .csv, .xls, .xlsx with headers • 3-5 Years of Data
Financial Data Files (Summary Revenue and Expense Export)	• PDF export
Current Budget	• Flat file • .csv, .xls, .xlsx with headers • Operating Budget • Capital Budget
Personnel Calculations and Tables	• PDF, Word, csv, .xls, .xlsx with headers
Logo Image	• .jpg or .png format • Transparent
Branding guidelines	• Hex codes



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 9, 2024		
Agenda Item Name		
Sole Source Purchase <i>Police Department</i>		
Requested Action		
Requesting approval of single/sole source purchase from FARO Technologies, Inc. to acquire a 3D crime scene mapping system for the Police Department.		
Staff Report		
The Procurement Services Department and the Police Department recommend approval of the above action. The Procurement Services Department issued a Request for Interest (RFI) number 24-022 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 there is only one company that 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. FARO is a 3D crime scene mapping system that will enhance the Police Department's capabilities of capturing and measuring data at crime scenes and crash investigations. This purchase will be funded utilizing impact fees.		
Additional Analysis		
Fiscal Impact Summary		
The current budget includes \$65,000 for the FARO system and is available.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$64,776.82	15521-66404	\$65,000.00
Exhibits Attached (copies of original agreements)		
1. FARO Quote No. 03900887	image2023-12-18-130054.pdf	
2. Sole Source Justification	FARO Technologies 10-11-2024.pdf	
3. RFI 24-022	RFI 24-022.pdf	



FARO Technologies Inc
125 Technology Park, Lake Mary FL
32746-6204
Phone No: 407-333-9911

Account Manager: Joi Haner
Email: joi.haner@faro.com
Sales Support: Megan Timlin
Contact Person: Malcolm Draper

Quotation No: 03900887
Quotation Date: 09/26/2023
Expiration Date: 12/31/2023

Lead Time: 2-6 weeks
Ship: Standard/Ground
Payment Terms: 30 Days net
Delivery Terms: Free Carrier

Bill To:

Clermont Police Department
3600 S Highway 27
Clermont, FL, 34711-6735
US

Ship To:

Clermont Police Department
Clermont, United States
3600 S Highway 27
Clermont, FL, 34711-6735
US

Notes:

UNIT COSTS					
ITEM NO.	DESCRIPTION	QTY	UNIT PRICE	DISCOUNT	TOTAL AMOUNT
LS9-HU	FARO Focus Premium USA Laser Scanner Focus Premium ships with: 1x Focus Premium scanner head, 1x Status Indicator, 1x Quick Release, 1x Power Block Battery, 1x Battery Power Dock, 1x Power Supply, 1x 64GB High-Speed SD Card and reader, 1x rugged transport case, 1x calibration certificate, 1x quick start guide, manufacturer warranty	1	\$ 41,860.00	\$ 6,279.00	\$ 35,581.00



Check Payments:
FARO Technologies, Inc.
PO Box 116908
Atlanta, GA 30368-6908

FARO Technologies Inc., 125 Technology Park, Lake Mary FL 32746-6204
Electronic Payments:
FARO Technologies, Inc.
ABA: 061000104
Swift Nbr: SNTRUS3A
USD Account #: 1000009578609

Phone No: 407-333-9911
www.faro.com
Nasdaq: FARO

ACCSS8032	3D_AC_LS_Standard Carbon Fiber Tripod Carbon fiber tripod, super lightweight, highly stable, low-vibration, customized for Focus scanners for perfect performance and increased durability.	1	\$ 1,200.00	\$ 120.00	\$ 1,080.00
SSA0900-3Y	SSA0900-Scene  SCENE SCENE. New License. Includes standard maintenance. License containers sold separately. Contract Date: 09/26/2023 - 09/26/2026	1	\$ 5,500.00	\$ 550.00	\$ 4,950.00
SOFTL0001	Single User Soft Lock	1	\$ 0.00	\$ 0.00	\$ 0.00
SSA51007-3Y	SSA51007-FARO Zone 3D Expert  Zone Expert Contract Date: 09/26/2023 - 09/26/2026	1	\$ 4,900.00	\$ 490.00	\$ 4,410.00
SOFTL0001	Single User Soft Lock	1	\$ 0.00	\$ 0.00	\$ 0.00
TR-SCN-POS	Laser Scanner Tr. - FARO Fac. - Inc Available only at point of FARO system sale. Includes training for 2 Trainees.	1	\$ 0.00	\$ 0.00	\$ 0.00

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Phone No: 407-333-9911
www.faro.com
Nasdaq: FARO

Continued

Quotation No: 03900887

TR-SCN-POS-FOR-O	OnSite Forensics Cust-Site Upg. 5 Day Available only at point of FARO system sale. Customer Site Upgrade - five day course that discusses forensic applications with FARO Scanner with FARO Software, setup, and basic measurements. Customer Site Trainings are designed for up to 4 people to ensure proper transfer of knowledge and understanding. Price per class. Training days must be taken together on consecutive days, and cannot be split into individual days.	1	\$ 9,130.00	\$ 182.60	\$ 8,947.40
COMP0123X64	VR Ready Notebook High-end notebook computer. Contact your FARO representative for current specifications.	1	\$ 5,590.00	\$ 838.50	\$ 4,751.50
ACCS-PWR-0014	3D_AC_LS_FocusS Battery Power Block Power Block battery for Focus laser scanner and Freestyle.	1	\$ 610.00	\$ 61.00	\$ 549.00

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 Atlanta, GA 30368-6908

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www.faro.com
 Nasdaq: FARO

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FARO

Continued

Quotation No: 03900887

SV2-SCN-Y3	FOCUS Premium Complete Care-Year 3 Complete care coverage for Focus Premium scanners. Includes parts and labor for repairs and annual cleaning and calibration. Covers through year 3 from point of sale.	1	\$ 5,270.00	\$ 790.50	\$ 4,479.50
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RECURRING COSTS					
ITEM NO.	DESCRIPTION	YRS	ANNUAL PRICE	DISCOUNT	SUBTOTAL
Total Unit Price:					\$ 74,060.00
Total Recurring Costs:					\$ 0.00
Total Discount:					-(\$ 9,311.60)
Sub Total:					\$ 64,748.40
Shipping & Handling:					\$ 28.42
Total Excluding Tax:					\$ 64,776.82
Total Taxes:					\$ 0.00
Total Due: (USD)					\$ 64,776.82

Check Payments:
 FARO Technologies, Inc.
 PO Box 116908
 Atlanta, GA 30368-6908

FARO Technologies Inc., 125 Technology Park, Lake Mary FL 32746-6204
 Electronic Payments:
 FARO Technologies, Inc.
 ABA: 061000104
 Swift Nbr: SNTRUS3A
 USD Account #: 1000009578609

Phone No: 407-333-9911
 www.faro.com
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FARO

Continued

Quotation No: 03900887

****Note: Taxes on this quote are budgetary estimates and are not binding. Taxes charged will be based on applicable tax rates assessed at the time of final invoice.**

Quote, including FARO Standard Delivery Terms and Conditions, accepted

Signature: _____ Print: _____

Title: _____ Date: _____

Accounts Payable Name: _____ Email: _____

Do you require a PO number to be referenced on the invoice () No () Yes - PO #: _____

Check Payments:
FARO Technologies, Inc.
PO Box 116908
Atlanta, GA 30368-6908

FARO Technologies Inc., 125 Technology Park, Lake Mary FL 32746-6204
Electronic Payments:
FARO Technologies, Inc.
ABA: 061000104
Swift Nbr: SNTRUS3A
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www.faro.com
Nasdaq: FARO

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Continued

Quotation No: 03900887

COVID-19

FARO does not assume any risk for (i) late deliveries of goods, (ii) customers' inability or impracticability to receive or use our devices or software, and for (iii) delivery disruptions, that are due to the COVID-19 pandemic and ensuing government measures (shut downs, lock-downs, quarantines).

PURCHASE AGREEMENT AND CONDITIONS OF SALE: As a condition of this agreement, the applicable contract terms are FARO's Standard Terms and Conditions of Sale, or, if the Parties have entered into current master sales terms, such negotiated master terms.

The FARO Standard Terms and Conditions can be found at the following Web link (if such is not an active link, please copy and paste the Web address into a Web browser):

<https://www.faro.com/terms/>

You can also obtain the terms from your FARO sales representative or please email Contracts.AMER@faro.com for a copy.

The following article contains all our calibration information under their respective product headings

https://knowledge.faro.com/Essentials/Hardware/Compensation_Calibration_and_Certification_Standards_for_FARO_Devices

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www.faro.com
Nasdaq: FARO

24-022

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): FARO designs, develops, manufactures, and supports software-driven 3D measurement and imaging solutions. This equipment will allow the PD to accurately measure, and map, traffic crash scenes, crime scenes, and training scenarios.

Company Name: FARO Technologies

Employee Name: Noreen Charlton

Ph: 407.333.9911

Requested by: Deputy Chief J. Graczyk

Dept.: Police Department

Department Director: Chief Charles Broadway

Dept.: Police Department

Estimated Annual Expenditure: \$ N/A

Account Codes: 15521-66401

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

XX

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)

09.22.2023

(Date)

(Signature of Department Director)

09.22.2023

(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)

10-12-23

(Date)



FARO Technologies, Inc.

250 Technology Park, Lake Mary, FL 32746

Tel: +1.407.333.9911 | Toll Free: 800.736.0234 Nasdaq: FARO

Fax: +1.407.333.4181 www.FARO.com

March 1, 2023

To Whom It May Concern,

FARO Technologies, Inc., a Florida corporation ("FARO") is the sole developer and manufacturer of the FARO Focus Laser Scanners, including the Focus Premium, Focus Core, and FocusS Laser Scanners, FARO Freestyle 2, FARO Focus Thermal Covers, SCENE™ software, FARO Zone™ 3D and FARO Zone™ 2D software. FARO is also the sole provider of the software service, warranty, maintenance, annual calibration, and training programs associated with FARO Focus Laser Scanners, ScanPlan, SCENE Software, and FARO Zone software. While some of the foregoing goods and services are offered through distributors, the origin of those goods and services remains from FARO.

FARO was founded in 1982 and is now a global organization. FARO is headquartered in Lake Mary, Florida. FARO's European regional headquarters is in Stuttgart, Germany, and FARO's Asia/Pacific regional headquarters is in Singapore. FARO has other offices in the United States, Canada, Mexico, Brazil, Germany, the United Kingdom, France, Spain, Italy, Poland, Turkey, the Netherlands, Switzerland, India, China, Malaysia, Thailand, South Korea, and Japan.

FARO designs, develops, manufactures, markets, and supports software-driven 3D measurement and imaging solutions. FARO products permit high-precision 3D measurement, imaging, and comparison of parts and compound structures within production and quality assurance processes. Customers also use FARO devices to inspect, plan, and document spaces or structures, as well as for law enforcement, forensics, accident reconstruction, crime scene investigation and reconstruction, arson investigation, post-blast investigation, fire and security pre-planning, and augmented/virtual reality.

With a wide variety of features – including range, image quality, and capture speed – FARO's Focus Laser Scanners can reduce the effort involved in documenting, measuring, and analyzing forensic scenes. FARO has a patented process that uses digital hashing to secure data captured with the Focus Laser Scanners. The scanners automatically calculate a hash value, and the algorithm has been accepted as within the US Federal Rules of Evidence for hashing data submitted as evidence in court. Using the scan data in FARO software, distance dimensions, area and volume calculations, analysis, and documentation can be carried out quickly, precisely, and reliably. FARO Zone™ software merges the FARO Focus point cloud data into a simple to use program for full scene documentation, 2D and 3D diagrams, animations, crash, and crime scene reconstruction.

FARO customers use scan technology to get the right results in an age of limited resources. With hundreds of thousands of units sold worldwide, FARO products reliably measure success throughout the world. FARO's forensic customers include the federal government, various intelligence organizations, the U.S. military, and many state and municipal agencies.

Please feel free to contact us with any questions,

A handwritten signature in black ink that reads "Noreen Charlton".

Noreen Charlton
Market Manager, Public Safety Analytics
Noreen.Charlton@faro.com
+1 407.333.9911
FARO Technologies, Inc.
250 Technology Park
Lake Mary, Florida 32746



REQUEST FOR INFORMATION

RFI 24-022

JUSTIFICATION OF SOLE SOURCE ACQUISITION FROM FARO TECHNOLOGIES

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

RELEASE DATE: October 3, 2023

DEADLINE FOR QUESTIONS: October 11, 2023

RESPONSE DEADLINE: October 11, 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 FARO Technologies

- 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 FARO Technologies

1.2. Contact Information

Anabel Gates

Procurement Coordinator

685 W Montrose Street

Clermont, FL 34711

Email: agates@clermontfl.org

Phone: [\(352\) 241-7350](tel:(352)241-7350)

Department:

Police

1.3. Timeline

Solicitation Release Date	October 3, 2023
Question Deadline	October 11, 2023, 12:00pm
Response Deadline	October 11, 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: FARO Technologies
- B. Product or Service Provided: FARO design, develops, manufaatuers, and supports software-drive 3D measurement and imagining solution. This equipment will allow PD to accurately measure, and map traffic crash scenes, crime scenes and training sessions
- C. Estimated Annual Expenditure: \$5000
- 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



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 9, 2024		
Agenda Item Name		
Mutual Aid Agreement Approval		
Requested Action		
Staff Report		
This is a combined mutual aid agreement (MOU) between six (6) Lake County agencies as well as the Wildwood Police Department and the Sumter County Sheriff's Office. This agreement allows each of the agencies to render law enforcement assistance to the other in dealing with any violations of Florida State Statutes according to the procedures stated in the agreement.		
Additional Analysis		
Fiscal Impact Summary		
Potential costs are included in the department's annual budget, and referenced within Section VI of the agreement.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Combined Mutual Aid FruitlandParkLady LakeEustis	Combined Mutual Aid FruitlandParkLady LakeEustis.docx

COMBINED VOLUNTARY COOPERATION
AND
OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT
LADY LAKE POLICE DEPARTMENT
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EUSTIS POLICE DEPARTMENT
CLERMONT POLICE DEPARTMENT
MT. DORA POLICE DEPARTMENT
TAVARES POLICE DEPARTMENT
WILDWOOD POLICE DEPARTMENT
SUMTER COUNTY SHERIFFS OFFICE

WITNESSETH

Whereas, the subscribing law enforcement agencies are so located in relation to each other that is to the advantage of each other to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

- 1) continuing, multi-jurisdictional criminal activity, so as to protect the public peace and safety, and preserve the lives and property of citizens; and,
- 2) intensive situations, including, but not limited to, natural or manmade disasters or emergencies as defined under section 252.34, Florida State Statute; and

Whereas, the Leesburg Police Department have the authority under section 23.12, Florida State Statute, et seq., The Mutual Aid Act, to enter into a Combined Mutual Aid Agreement for law enforcement services which:

- 1) permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines; and
- 2) provides for rendering of assistance in a law enforcement emergency.

Now, therefore, the parties agree as follows:

Section I: Provisions for Voluntary Cooperation

Each of the aforesaid law enforcement agencies hereby approve and enter into this agreement whereby each of the agencies may request and render law enforcement assistance to the other in dealing with any violations of Florida State Statutes, to include, but not necessarily limited to, investigating Homicides, Sex Offenses, Robberies, Burglaries, Thefts, Gambling, Motor Vehicle Thefts, Controlled Substance Violations, DUI and Traffic Violations, and with back-up services during Patrol Activities, School Resource Officers on official duty within 1000 feet of a school, and Inter-Agency Task Forces and/or Joint Investigations.

Section II: Provisions for Operational Assistance

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Each of the aforesaid law enforcement agencies hereby approve and enter into this agreement whereby each of the agencies may request and render law enforcement assistance to the other to include, but not necessarily limited to, dealing with Civil Disturbances, Law Enforcement Emergencies, Large Protest Demonstrations, Aircraft Disasters, Fire, Hurricanes, Tornadoes, or other weather related crises, Sporting Events, Concerts, Parades, Escapes from Detention Facilities, incidents requiring utilization of Special Units and Inter-Agency Task Forces and/or Joint Investigations.

Section III: Procedures For Requesting Assistance

In the event that a party to this agreement is in need of assistance, as set forth above, an authorized representative of the agency requesting assistance shall notify the agency head or his/her designee from whom such assistance is requested. The agency head or authorized agency representative whose assistance is sought shall evaluate the situation and the agency's available resources, consult with his/her supervisors if necessary and will respond in a manner he/she deems appropriate.

The agency head in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in his/her jurisdiction, for how long such assistance is authorized and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates.

Should a sworn law enforcement officer be in another subscribed agency's jurisdiction for matters of a routine nature, such as traveling through the jurisdiction on routine business, attending a meeting, or going to or from work, or transporting a prisoner, and a violation of Florida State Statutes occurs in the presence of said party, representing, his/her respective agency, he/she shall be empowered to render enforcement assistance and act in accordance with law. Should enforcement action be taken, said party shall notify the agency having normal jurisdiction and upon the latter's arrival, turn the situation over to them and offer assistance requested, including, but not limited to, a follow-up written report documenting the events and actions taken. This provision so prescribed in this paragraph is not intended to grant general authority to conduct investigations, serve warrants and/or subpoenas or to respond without request to emergencies already being addressed by the agency of normal jurisdiction, but is intended to address critical, life-threatening or public safety issues, prevent bodily injury to citizens, or secure apprehension of criminals whom the law enforcement officer may encounter.

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Section IV: Command and Supervisory Responsibility

The personnel and equipment that are assigned by the assisting agency head shall be under the immediate command of a supervising officer designated by the assisting agency head. Such supervising officer shall be under the direct supervision and command of the agency head or his/her designee of the agency requesting assistance.

Conflicts: Whenever an officer, deputy sheriff or other appointee in rendering assistance pursuant to the agreement, the officer, deputy sheriff, or appointee shall abide by and be subject to the rules and regulations, personnel policies, general orders and standard operating procedures of his/her own employing agency. If any such rule, regulations, contradicted, contravened, or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, personnel policy, general order or procedure shall control and shall supersede the direct order.

Handling Complaints: Whenever there is cause to believe that a complaint has risen as a result of a cooperative effort as it may pertain to this agreement, the agency head or his/her designee of the requesting agency shall be responsible for the documentation of said complaint to ascertain at a minimum:

1. the identity of the complainant
2. an address where the complaining party can be contacted
3. the specific allegation
4. the identity of the employees accused without regard as to agency affiliation.

If it is determined that the accused is an employee of the assisting agency, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the agency head or his/her designee of the assisting agency for Administrative Review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

Section V: Liability

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Each party engaging in any mutual, cooperation and assistance, pursuant to this agreement, agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while engaged in rendering such aid pursuant to this agreement, subject to the provisions of Section 768.28, Florida State Statutes, where applicable.

Section VI: Powers, Privileges, Immunities and Costs

- A. Employees of each of the aforesaid law enforcement agencies when actually engaging in mutual cooperation and assistance outside of their jurisdictional limits but inside this state, under the terms of the agreement, shall, pursuant to the provisions of Section 23.127(1), Florida State Statute, have the same powers, duties, rights, privileges, and immunities as if the employee was performing duties inside the employee's political subdivision in which normally employed.
- B. Each Party agrees to furnish necessary personnel, equipment, resources, and facilities and to render services to each other, party to this agreement, as set forth above; provided, however, that no party shall be required to deplete unreasonably its own personnel, equipment, resources, facilities, and services in furnishing such mutual aid.
- C. A political subdivision that furnishes equipment pursuant to this agreement must bear the costs of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.
- D. The agency furnishing aid pursuant to this agreement shall compensate its appointees/employees during the time such aid is rendered and shall defray the actual travel and maintenance expenses of its employees while they are rendering such aid, including any amounts paid or due for compensations due to personal injury or death while such employees are rendering aid pursuant to this agreement. However, the requesting agency may compensate the assisting agency during the time of the rendering of such aid and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid, including any amounts paid or due for compensation as a result of personal injury or death while such employees are rendering aid pursuant to this agreement.

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- E. The privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death and other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the performance of the employee's duties extra-territorially under the provisions of the mutual aid agreement. The provisions of the section shall apply with equal effect, paid, volunteer, and auxiliary employees.
- F. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.
- G. Nothing in this agreement is intended or is to be construed as any transfer or contracting away of the powers or functions of one party hereto to the other.

Section VII: Liability Insurance:

Each party will provide satisfactory proof of liability insurance by one or more means specified in section 768.28(15)(A), Florida State Statute, in any amount which is, in the judgement of the governing body of that party, at least adequate to cover the risk to which that party may be exposed. Should the insurance coverage, however provided, of any party be cancelled or undergo material change, that party shall notify all parties to this agreement of such change within ten (10) days of receipt of notice of actual knowledge of such change.

Section VIII: Forfeiture Provisions

- A. In the event an agency seizes any real property, vessel, motor vehicle, aircraft, currency or other property pursuant to the Florida Contraband Forfeiture Act during the performance of this agreement, the agency requesting assistance in the case of requesting operational assistance or the

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seizing agency in the case of voluntary cooperation shall be responsible for maintaining any forfeiture action pursuant to Chapter 932, Florida State Statutes, the agency pursuing the forfeiture action shall have the exclusive right to control and the responsibility of maintaining the property in accordance with Chapter 932, Florida State Statutes, to include, but not limited to, the complete discretion to bring the action or dismiss the action.

Section IX: Effective Date

This agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect for period of **three (3) years** from the date executed or otherwise cancelled. Under no circumstances may this agreement be renewed, amended, or extended except in writing.

Section X: Cancellation

Any party may cancel its participation in this agreement upon delivery of written notice to the other party or parties. Cancellation will be at the direction of any subscribing party.

In Witness Whereof, the parties hereto cause these presents to be signed on the date specified.

Robert W. Hicks
Chief of Police
Leesburg Police Department
Date: _____

Al Minner, City Manager
City Representative
City of Leesburg
Date: _____

COMBINED VOLUNTARY COOPERATION
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MT. DORA POLICE DEPARTMENT
TAVARES POLICE DEPARTMENT
WILDWOOD POLICE DEPARTMENT
SUMTER COUNTY SHERIFFS OFFICE

Steven Hunt
Chief of Police
Lady Lake Police Department
Date: _____

City Representative
City of Lady Lake
Date: _____

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MT. DORA POLICE DEPARTMENT
TAVARES POLICE DEPARTMENT
WILDWOOD POLICE DEPARTMENT
SUMTER COUNTY SHERIFFS OFFICE

Eric Luce
Chief of Police
Fruitland Park Police Department
Date: _____

City Representative
City of Fruitland Park
Date: _____

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MT. DORA POLICE DEPARTMENT
TAVARES POLICE DEPARTMENT
WILDWOOD POLICE DEPARTMENT
SUMTER COUNTY SHERIFFS OFFICE

Randy Parmer
Chief of Police
Wildwood Police Department
Date: _____

City Representative
City of Wildwood
Date: _____

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TAVARES POLICE DEPARTMENT
WILDWOOD POLICE DEPARTMENT
SUMTER COUNTY SHERIFFS OFFICE

William O. "Bill" Farmer, Jr.
Sheriff
Sumter County Florida
Date: _____

County Representative
Sumter County Florida
Date: _____

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TAVARES POLICE DEPARTMENT
WILDWOOD POLICE DEPARTMENT
SUMTER COUNTY SHERIFFS OFFICE

Mike Gibson
Chief of Police
Mt. Dora Police Department
Date: _____

City Representative
City of Mt. Dora
Date: _____

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Craig Capri
Chief of Police
Eustis Police Department
Date: _____

City Representative
City of Eustis
Date: _____

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TAVARES POLICE DEPARTMENT
WILDWOOD POLICE DEPARTMENT
SUMTER COUNTY SHERIFFS OFFICE

Sarah Coursey
Chief of Police
Tavares Police Department
Date: _____

City Representative
City of Tavares
Date: _____

COMBINED VOLUNTARY COOPERATION
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CLERMONT POLICE DEPARTMENT
MT. DORA POLICE DEPARTMENT
TAVARES POLICE DEPARTMENT
WILDWOOD POLICE DEPARTMENT
SUMTER COUNTY SHERIFFS OFFICE

John Graczyk
Interim Chief of Police
Clermont Police Department
Date: _____

City Representative
City of Clermont
Date: _____



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 9, 2024		
Agenda Item Name		
Police Collective Bargaining Negotiations Team		
Requested Action		
Recommend approval of the proposed City's negotiations team.		
Staff Report		
The City's contract with the International Union of Police Associations, AFL-CIO collective bargaining agreement expires September 30, 2024. It is necessary that the City commence negotiations with the International Union of Police Associations, Clermont Police Officers Local 6013 and Sergeants Local 6014. The attached memo identifies those individuals recommended by the City Manager to be on the negotiation team.		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. City Negotiations Team for 2024	City Negotiations Team for 2024.docx	



Brian Bulthuis
City Manager

352-241-7358
BBulthuis@clermontfl.org

DATE: December 21, 2023

TO: Tim Murry, Mayor
Michael Gonzalez, Council Member
Chandra Myers, Council Member
Michele Pines, Council Member

FROM: Brian Bulthuis, City Manager

SUBJ: Negotiations Team for International Union of Police Associations, AFL-CIO Collective Bargaining

The City's contract with the International Union of Police Associations, AFL-CIO collective bargaining agreement expires Sep. 30, 2024. It is necessary that the City commence negotiations with the International Union of Police Associations Clermont Police Officers Local 6013 and Sergeants Local 6014.

In addition to myself, I recommend that the following individuals serve on the City's negotiating team:

- Scott Borrer, Interim Finance Director
- Charles Broadway, Police Chief
- Scott Davidoff, Deputy City Manager
- John Graczyk, Deputy Police Chief
- Nadine Ohlinger, Human Resources Director
- Shane Strickland, Police Captain
- Lindsay N. Greene, Partner, DSK Law, de Beaubien, Simmons, Knight, Mantzaris & Neal, LLP

Thank you in advance for considering these individuals for the negotiating team. We anticipate having productive negotiations with the International Union of Police Associations.

cc: Team members



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 9, 2024		
Agenda Item Name		
Fire Collective Bargaining Negotiations Team		
Requested Action		
Recommend approval of the proposed City's negotiations team.		
Staff Report		
It is necessary that the City commence negotiations with the International Association of Firefighters, AFL-CIO-Clermont Professional Firefighters Local 4350, Professional Firefighters including Captains and Battalion Chiefs. The City's existing collective bargaining agreement with the union expires September 30, 2024. The attached memo identifies those individuals recommended by the City Manager to be on the negotiation team.		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. FF City Negotiations Team for 2024	FF City Negotiations Team for 2024.docx	



Brian Bulthuis
City Manager

352-241-7358
BBulthuis@clermontfl.org

DATE: December 21, 2023

TO: Tim Murry, Mayor
Michael Gonzalez, Council Member
Chandra Myers, Council Member
Michele Pines, Council Member

FROM: Brian Bulthuis, City Manager

SUBJ: Negotiations Team for IAFF 4350 Collective Bargaining

It is necessary that the City commence negotiations with the International Association of Firefighters, AFL-CIO-Clermont Professional Firefighters Local 4350, Professional Firefighters including Captains and Battalion Chiefs. The City's existing collective bargaining agreement with the union expires Sep. 30, 2024.

In addition to myself, I recommend that the following individuals serve on the City's negotiating team:

- Scott Borrer, Interim Finance Director
- David Ezell, Fire Chief
- Scott Davidoff, Deputy City Manager
- Kevin Hoey, Assistant Fire Chief
- Rick Casler, Assistant Fire Chief
- Nadine Ohlinger, Human Resources Director
- Lindsay N. Greene, Partner, DSK Law, de Beaubien, Simmons, Knight, Mantzaris & Neal, LLP

Thank you in advance for considering these individuals for the negotiating team. We anticipate having productive negotiations with the International Union of Police Associations.

cc: Team members

AGENDA ITEM

Meeting Date		
Tuesday, January 9, 2024		
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. Review Criteria	Review Criteria.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

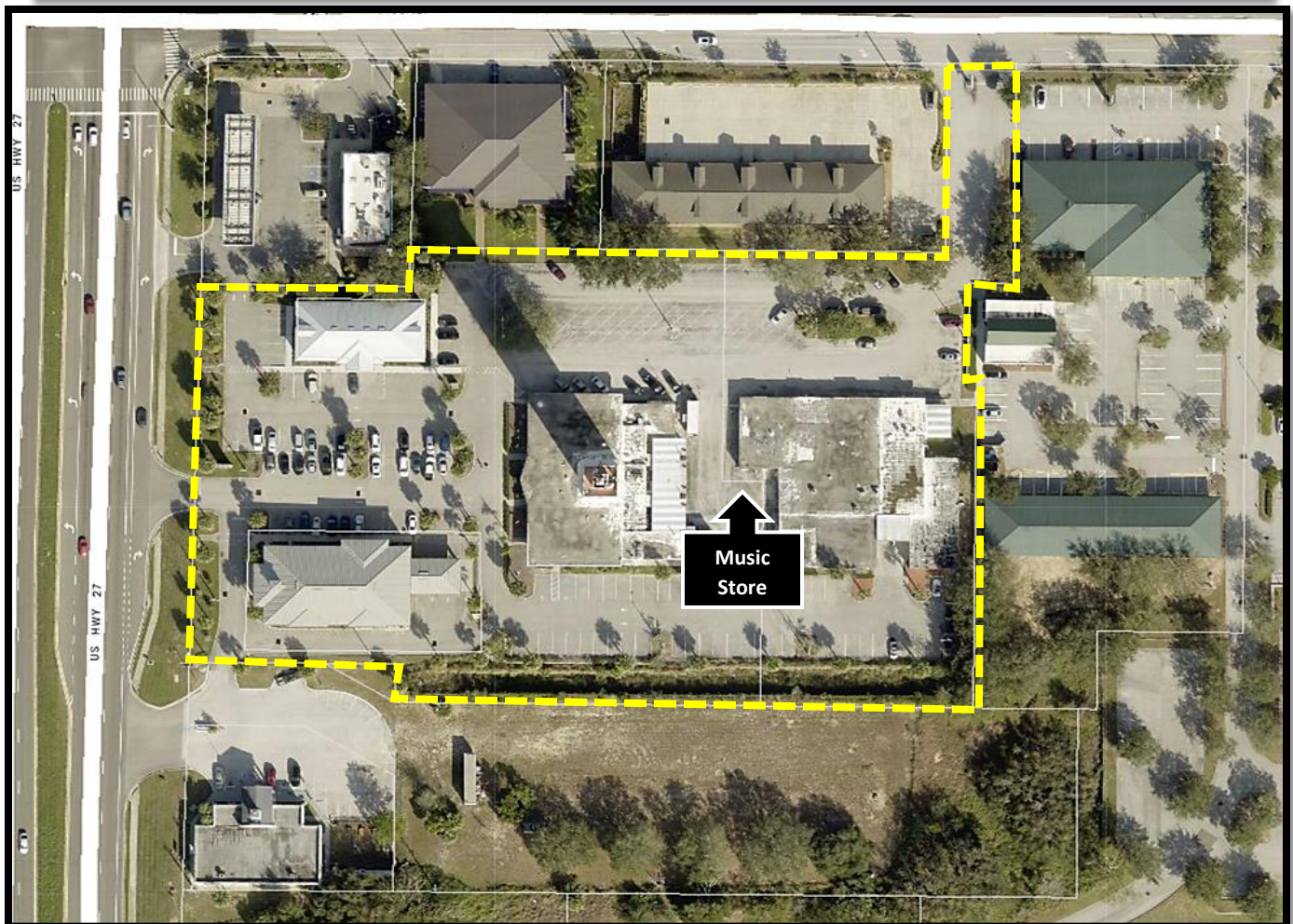
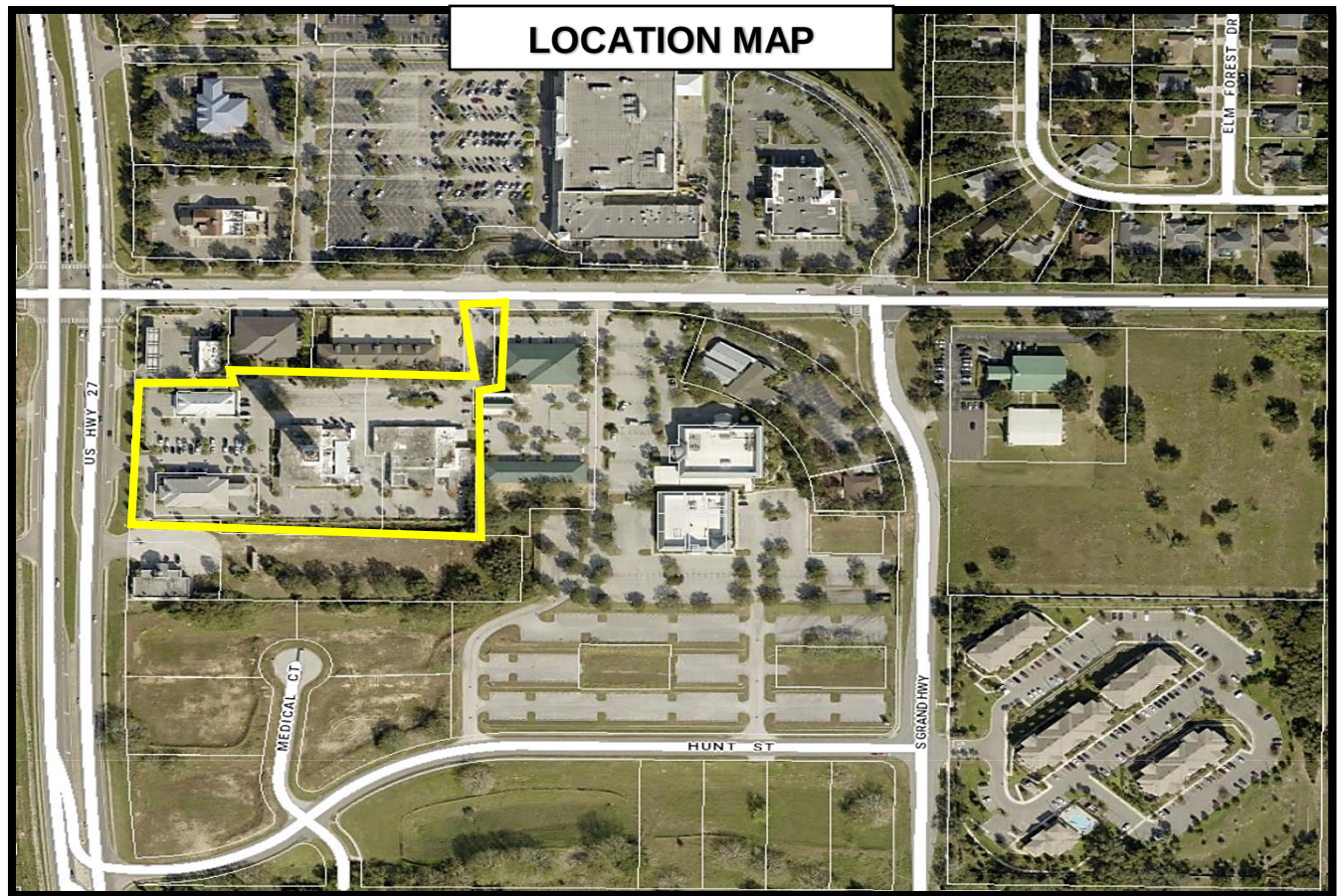
- (5) The variance requested is the minimum variance that will make reasonable use of the land, building, or structure of the benefits that would be achieved under the other variance criteria by granting of the variance outweigh the benefits under this criteria if the variance was denied;

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.*

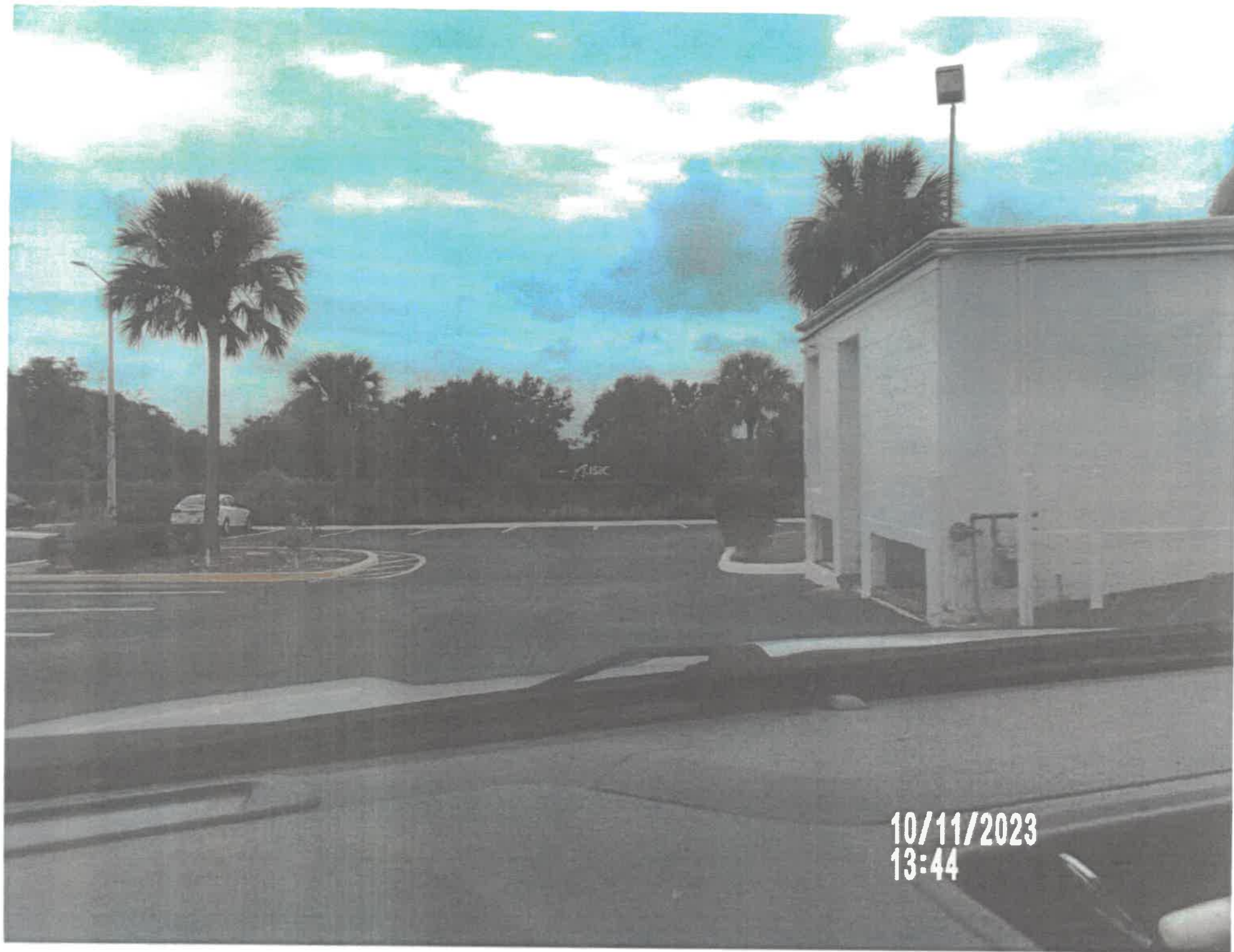
Negative finding

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

Code Enforcement Manager

Hi Rick,

I forwarded this to the planning department manager John Kruse (352-241-7309). He will respond to you and keep 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@clermontfl.gov

www.ClermontFL.gov

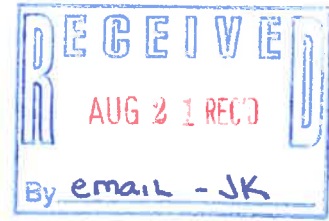
Our mission: To preserve and enhance the quality of life for the Clermont community by providing exceptional services.

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:

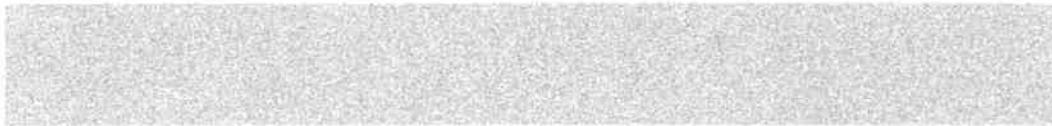
- (1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;
- (2) The variance will allow a reasonable used of the property, which use in not out of character 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)

[Signature]

Applicant Name (signature)

Ralph Messer

Owner Name (print)

[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.

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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, January 9, 2024		
Agenda Item Name		
Resolution No. 2023-041R <i>Plaza Collina PUD Amendment</i>		
Requested Action		
Recommend approval of Resolution 2023-041R.		
Staff Report		
<i>This item was Tabled from the November 29, 2023 City Council meeting.</i> 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. <i>The Planning and Zoning Commission recommended approval 7-0.</i>		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)	
1. 2023-041R	2023-041R .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 (2).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 January 4, 2024, 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 9th day of January, 2024.

CITY OF CLERMONT

Tim Murry, Mayor

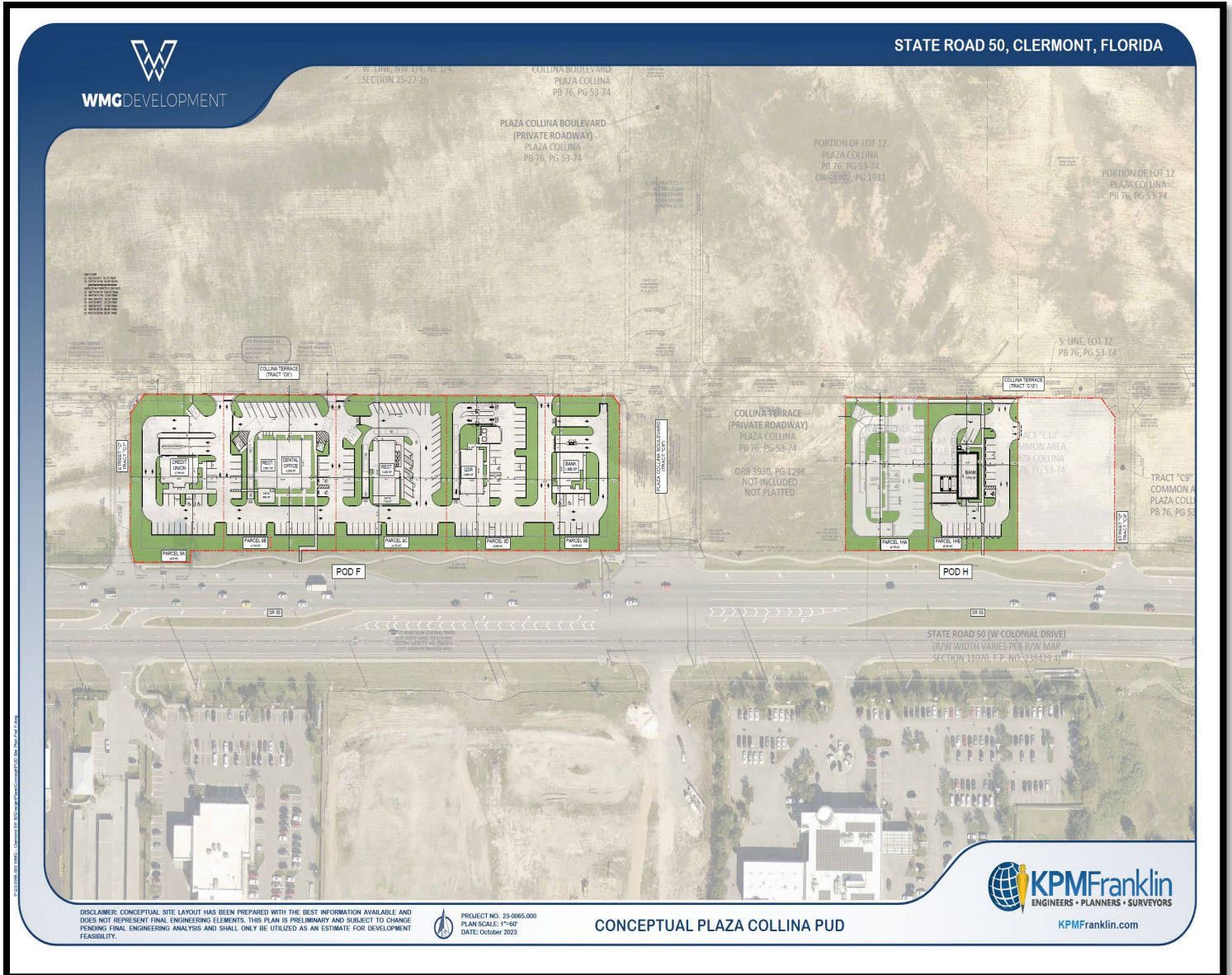
ATTEST:

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 Amy 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 MATTESON
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 September, 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, Executive Vice President

SIGNED IN THE PRESENCE OF:

Sign David Bornstein Sign Nancy MATTESON
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

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 Tim Murphy
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
Date 08/31/21 Registration Number 154486

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

Date

NOT REQUIRED

SHEET 1 OF 22

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2012 E. Robinson Street, Orlando, Florida 32803
www.AccurightSurveys.net
ACCU@AccurightSurveys.net
PHONE: (407) 894-6314

Signature of Notary
THUCIA FEAR
PRINT NAME
My Commission Number: 5102409
My commission expires: FEB 18, 2022

OFFICIAL SEAL
NOTARY PUBLIC - STATE OF FLORIDA
THUCIA FEAR
My Comm. Expires February 18, 2022



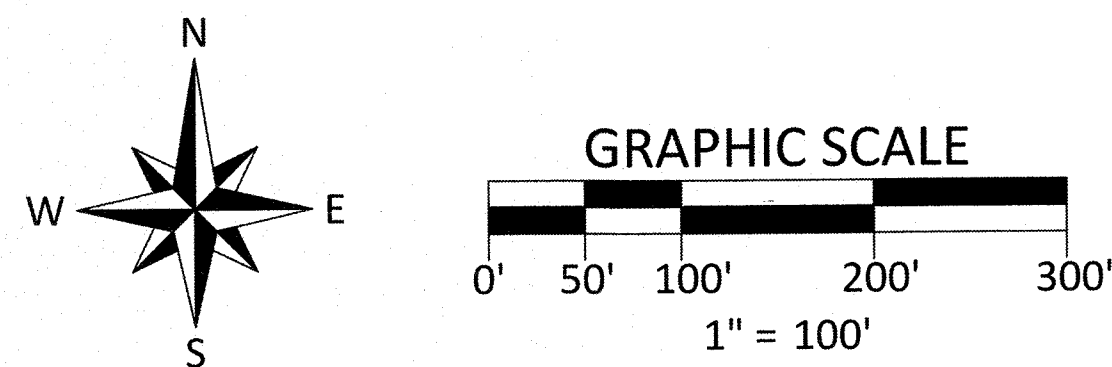
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PLAZA COLLINA

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



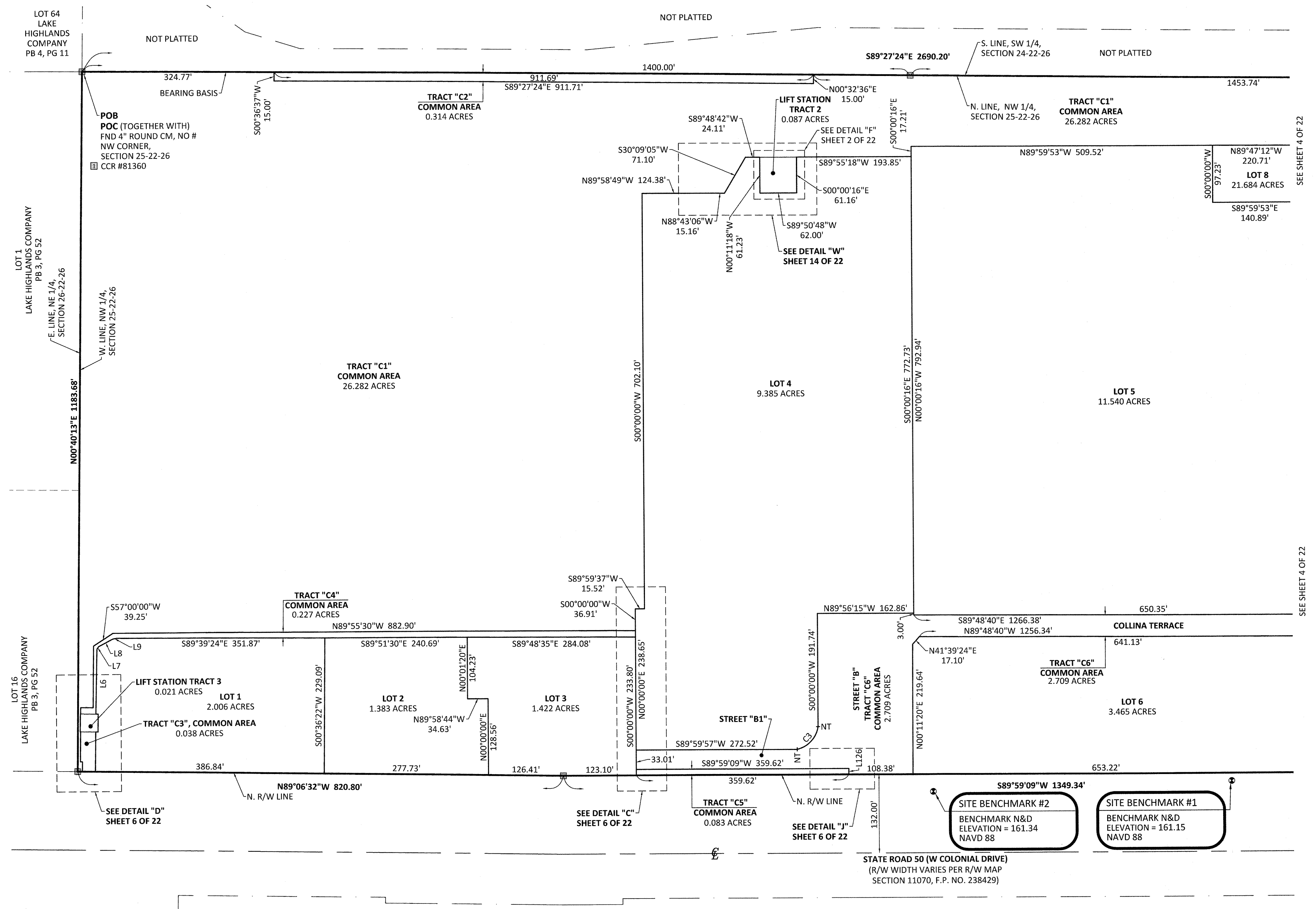
LINE CHART

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
- 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
- (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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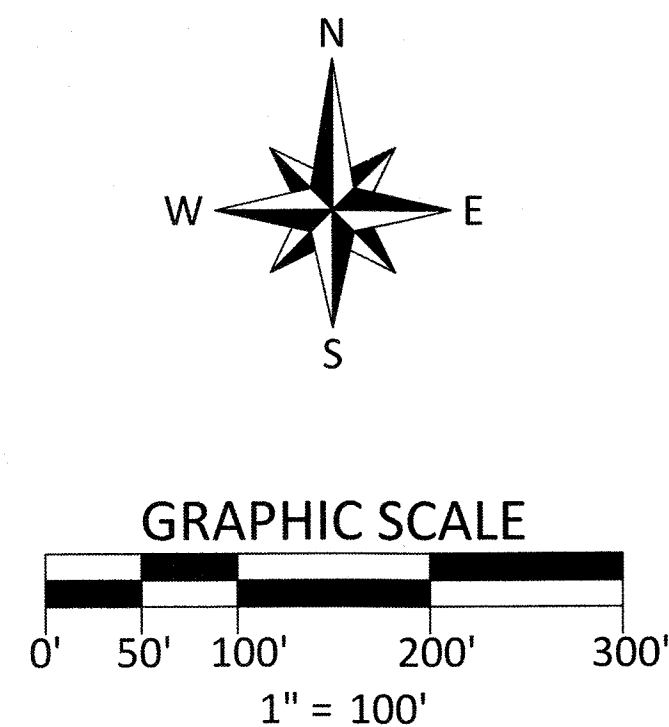
PLAZA COLLINA

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

LOT DETAIL PAGE

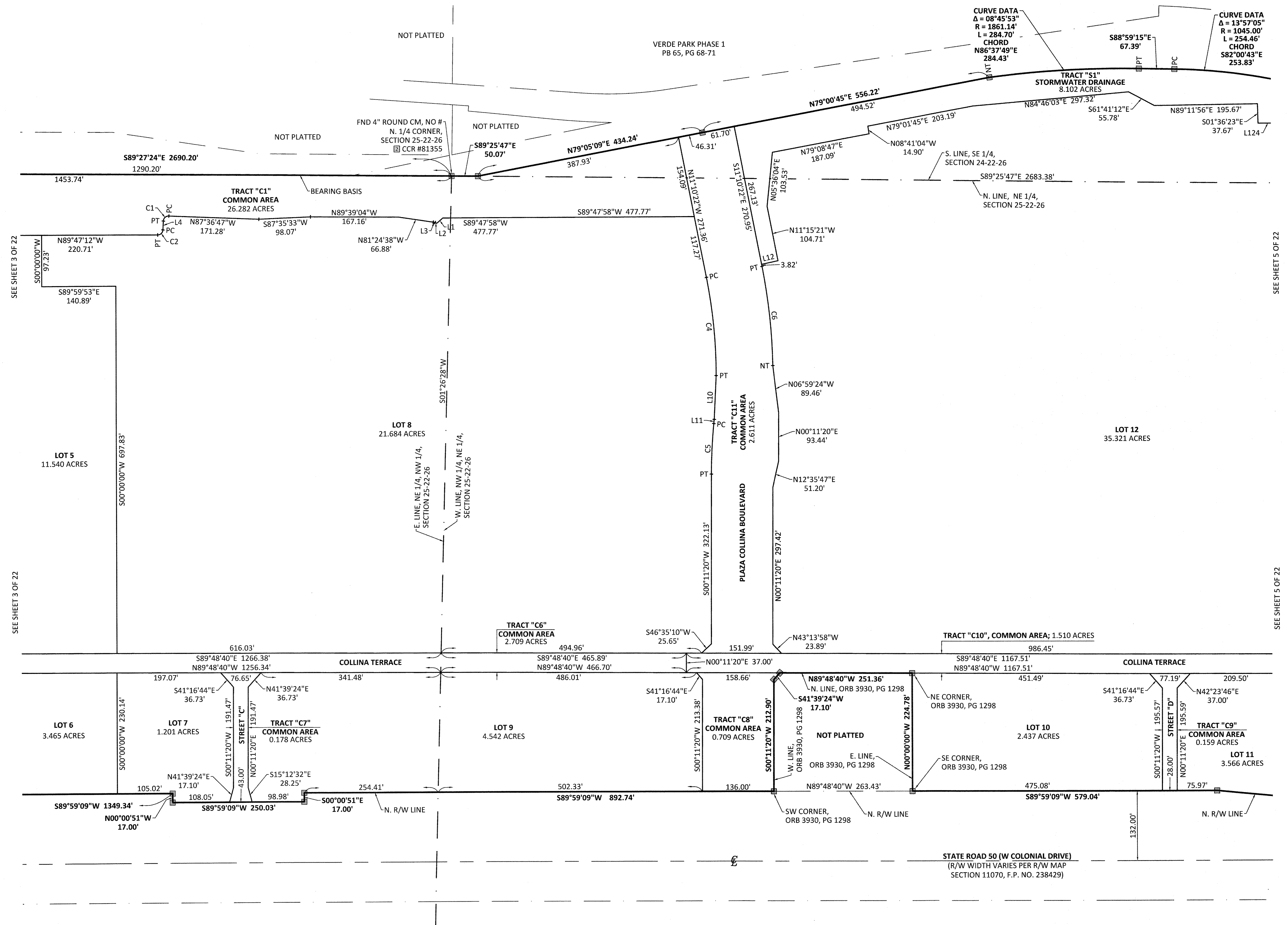
LINE CHART					
L1	S49°13'17"W	15.06'			
L2	N68°52'32"W	3.63'			
L3	N77°11'41"W	3.63'			
L4	S03°08'29"W	16.70'			
L10	S02°40'10"W	83.45'			
L11	S05°54'55"W	8.05'			
L12	N77°25'02"E	32.00'			
L124	N89°49'50"E	56.05'			

CURVE CHART					
NO.	CENTRAL ANGLE	ARC		CHORD BEARING	CHORD DISTANCE
		RADIUS	LENGTH		
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'	182.50'	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
C	- CENTERLINE SYMBOL
CM	- CONCRETE MONUMENT
DE	- DRAINAGE EASEMENT
DIST. ESM	- DISTRIBUTION EASEMENT
DULE	- DRAINAGE, UTILITY, & LANDSCAPE EASEMENT
ESM	- EASEMENT IDENTIFIER NUMBER
ESMT	- EASEMENT
FND	- FOUND
LB	- LICENSED BUSINESS
LE	- LANDSCAPE EASEMENT
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PG	- PAGE
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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.



SHEET 4 OF 22

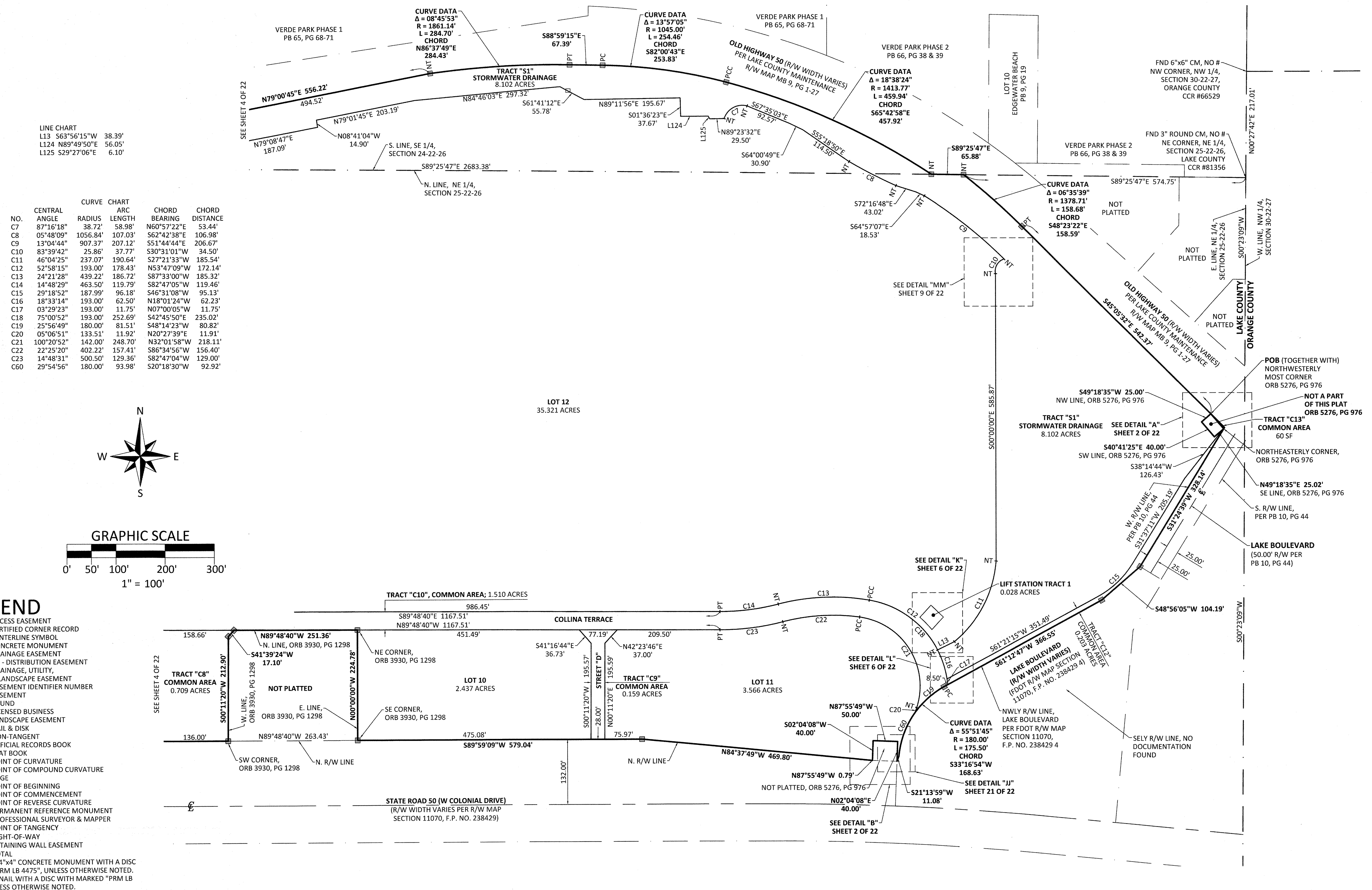


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LOT DETAIL PAGE





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PLAZA COLLINA

PLAT
BOOK

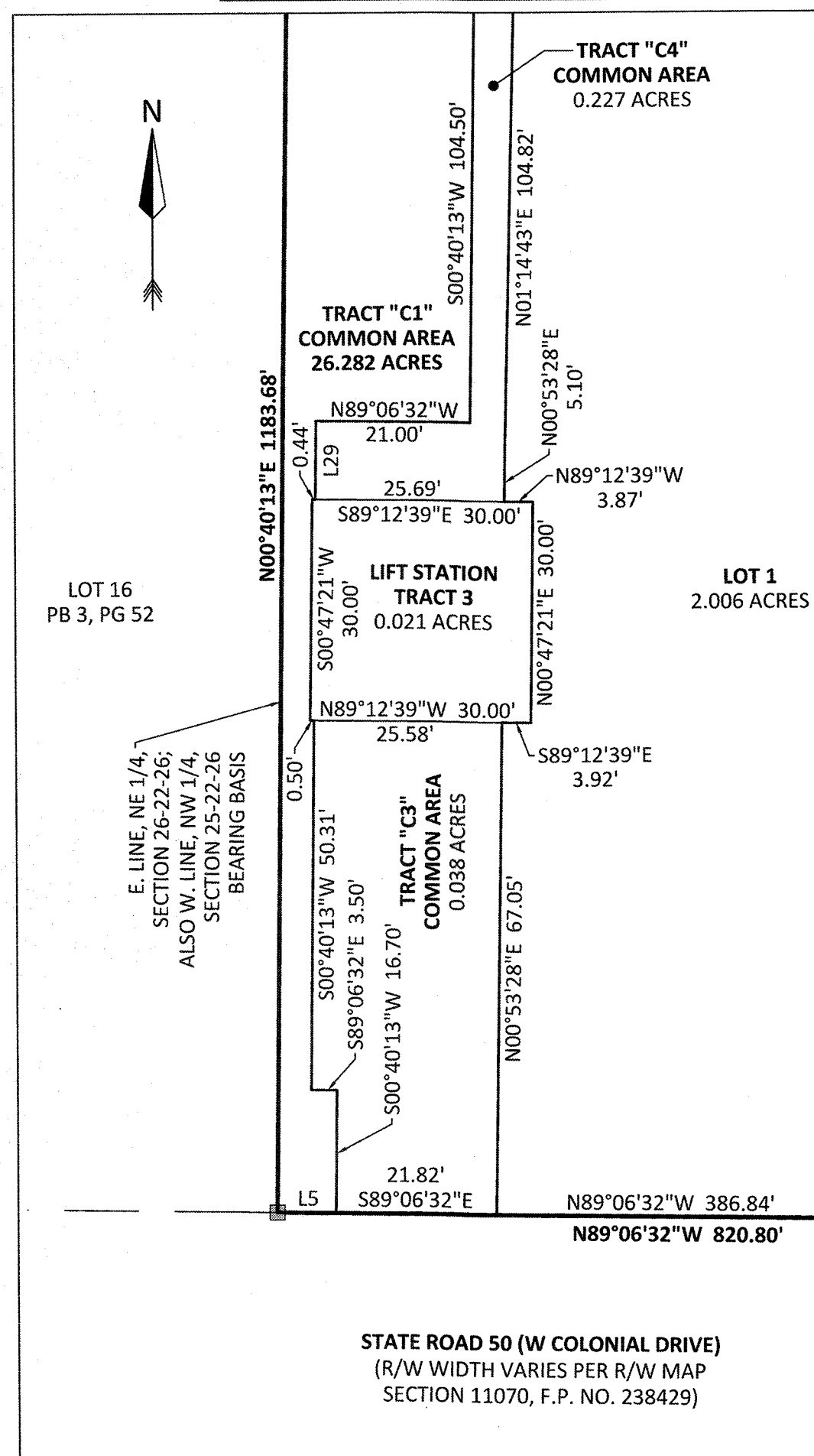
76

PAGE 58

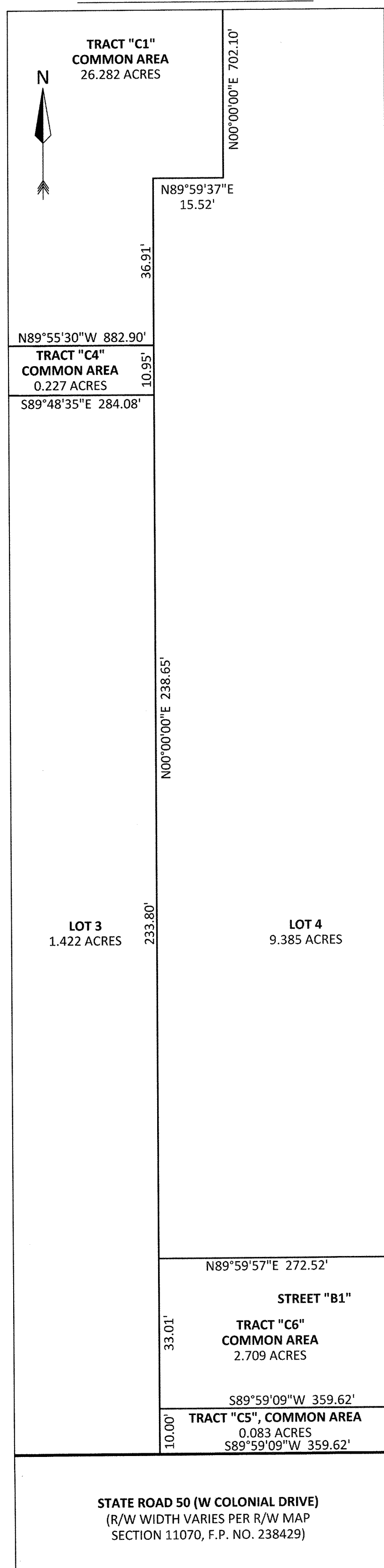
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LOT AND EASEMENT DETAIL PAGE

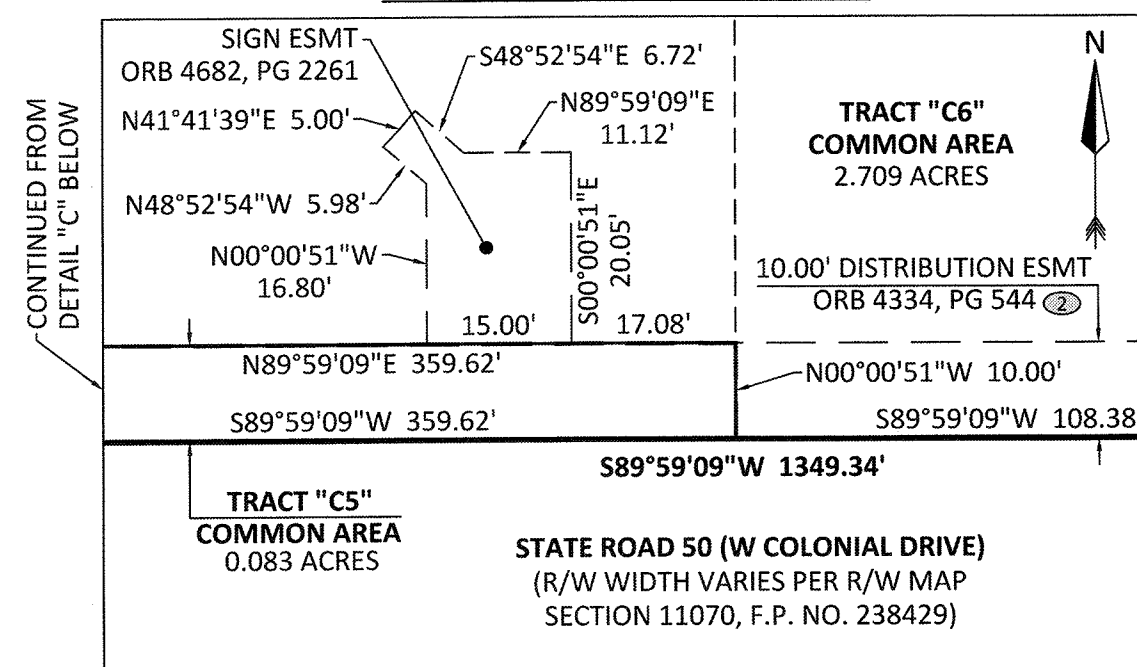
DETAIL "D" - 1" = 20'



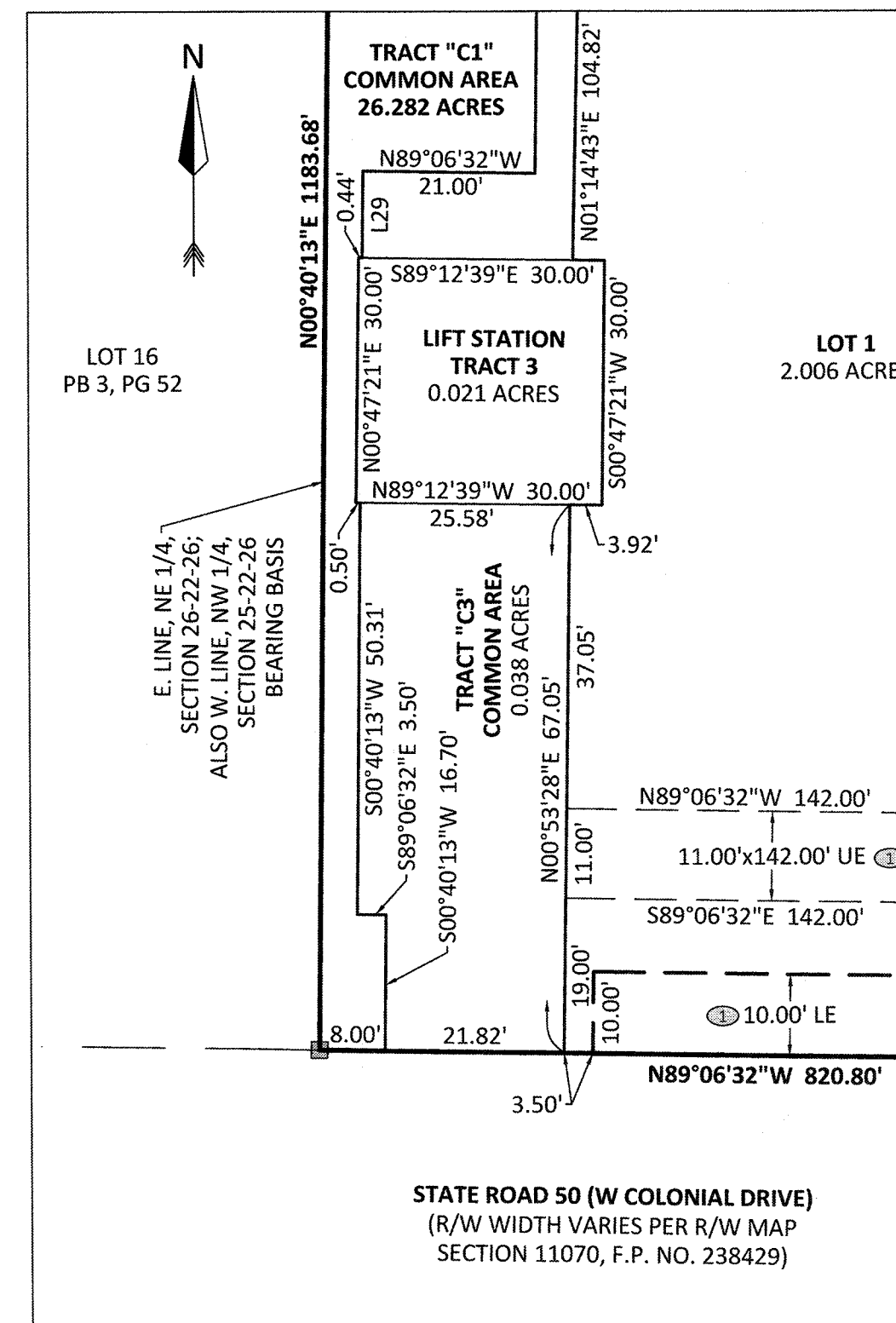
DETAIL "C" - 1" = 20'



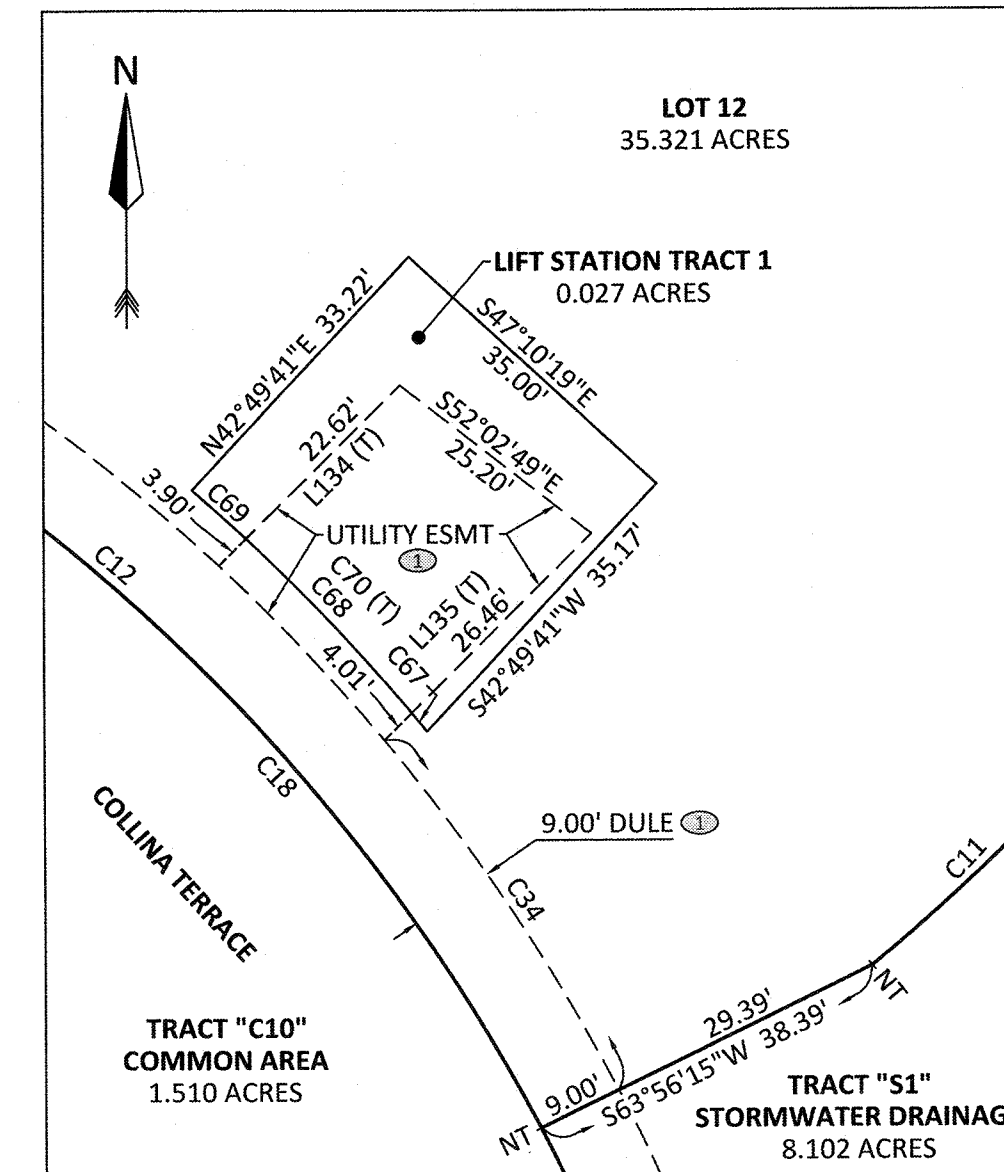
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DETAIL "E" - 1" = 20'

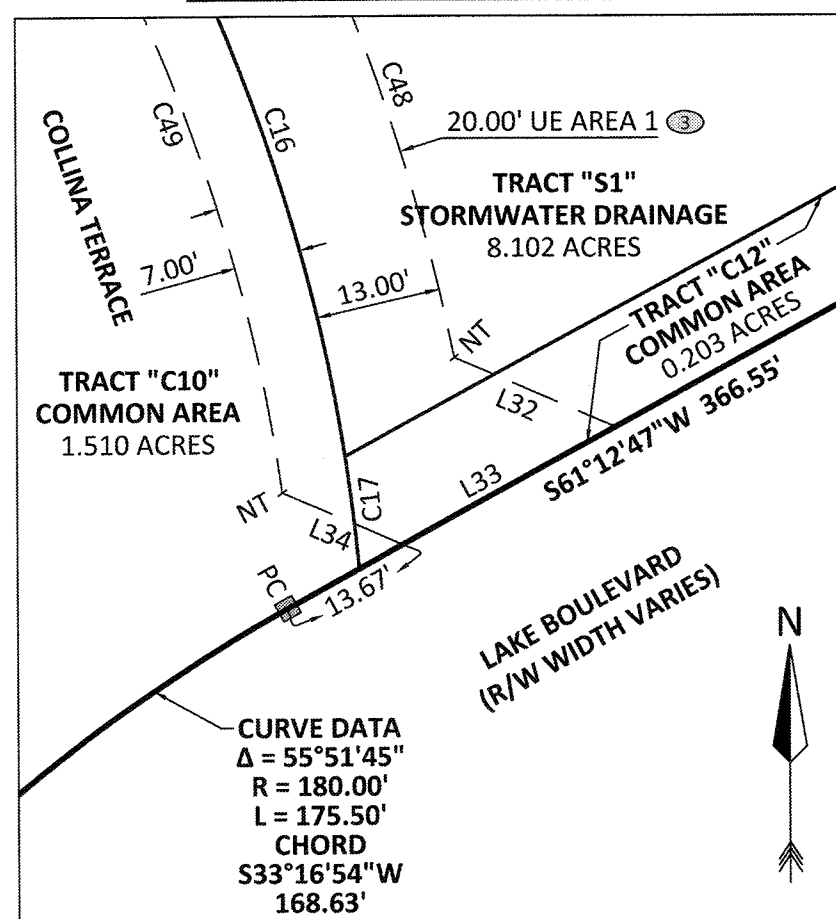


DETAIL "K" - 1" = 20'

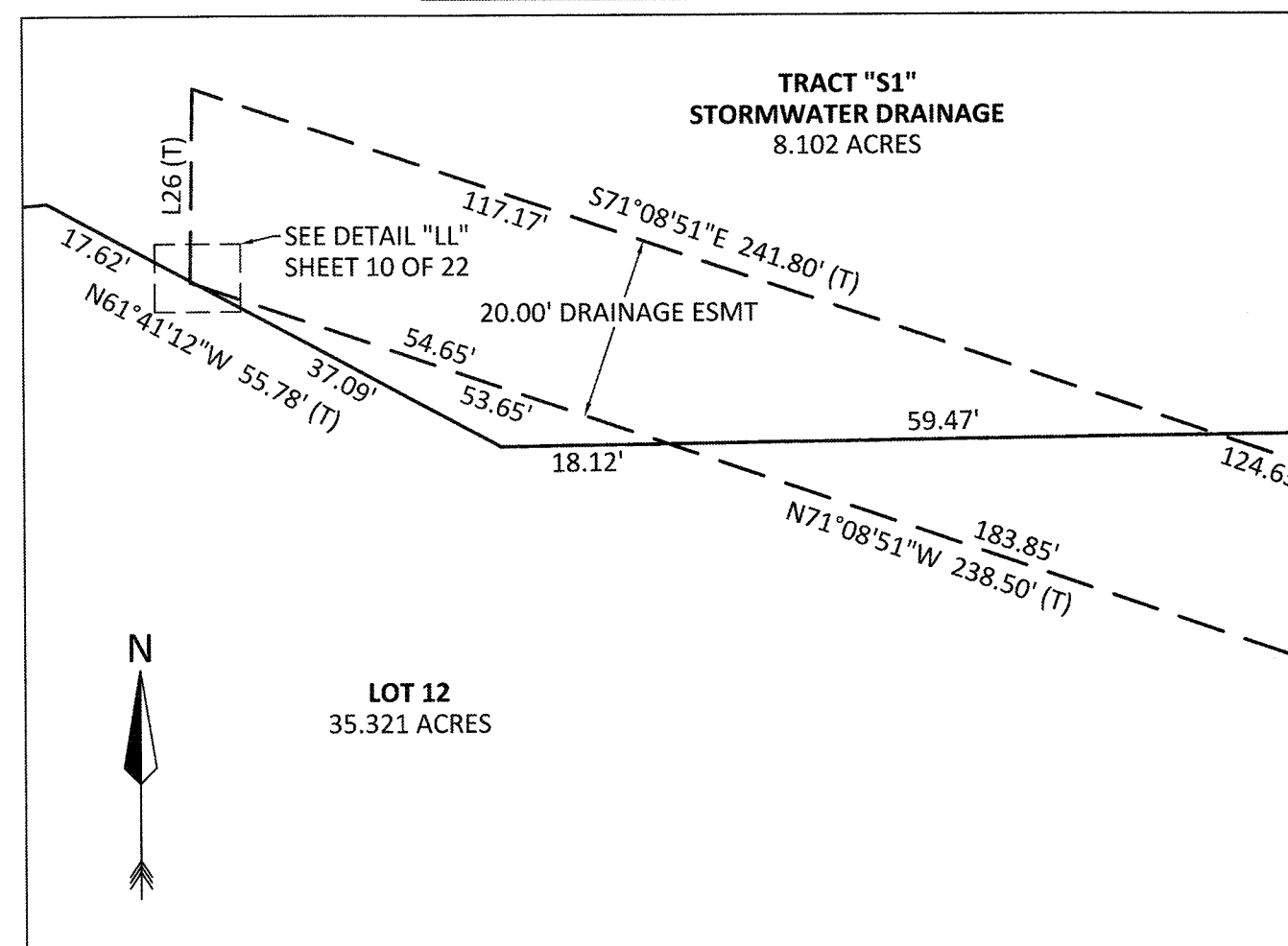


Ⓢ - DENOTES EASEMENTS CREATED BY OFFICIAL RECORDS BOOK 4681, PAGE 1760, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AS AMENDED.
Ⓢ - DENOTES DISTRIBUTION EASEMENT CREATED BY OFFICIAL RECORDS BOOK 4334, PAGE 544, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
Ⓢ - DENOTES UTILITY EASEMENT CREATED BY OFFICIAL RECORDS BOOK 3838, PAGE 1360, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

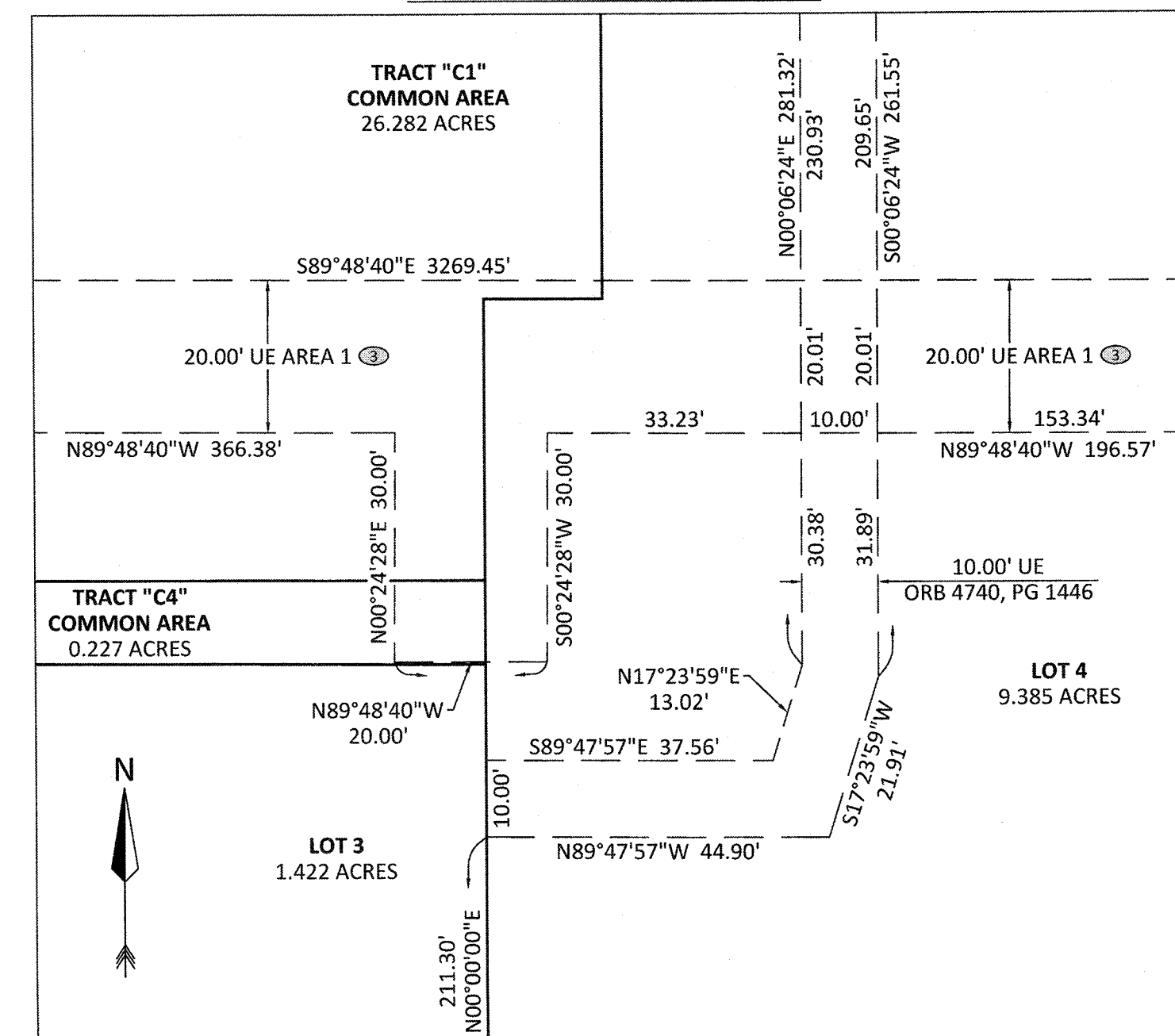
DETAIL "L" - 1" = 20'



DETAIL "G" - 1" = 20'



DETAIL "M" - 1" = 20'



LEGEND

AE - ACCESS EASEMENT
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Ⓢ - EASEMENT IDENTIFIER NUMBER
ESMT - EASEMENT
FND - FOUND
LB - LICENSED BUSINESS
LE - LANDSCAPE EASEMENT
N&D - NAIL & DISK
NT - NON-TANGENT
ORB - OFFICIAL RECORDS BOOK
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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.

NO.	CENTRAL ANGLE	CURVE 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	CHORD BEARING	CHORD DISTANCE
L5 N89°06'32"W	8.00'	
L26 N00°47'35"E	21.04'	
L29 S00°40'13"W	10.69'	
L32 S66°33'40"E	18.25'	
L33 S61°12'47"W	25.30'	
L34 N66°33'40"W	13.62'	
L134 N45°05'19"E	26.51'	
L135 S45°05'19"W	30.47'	

CONTINUED IN
DETAIL "J" ABOVE

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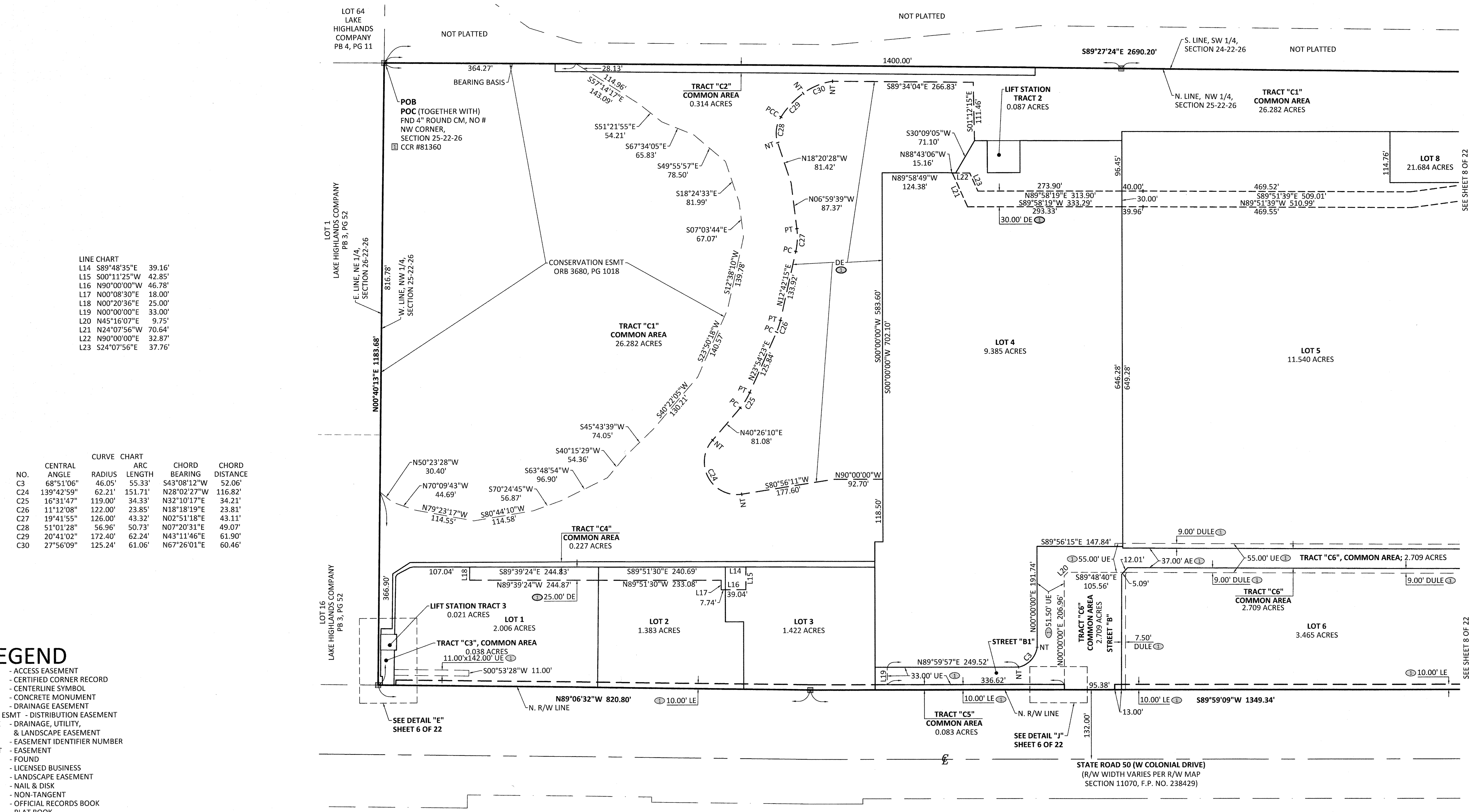
PLAZA COLLINA

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

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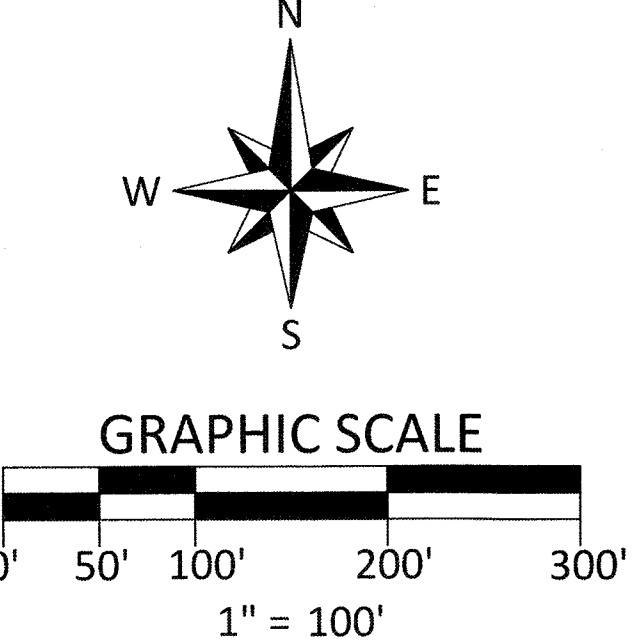
EASEMENT DETAIL PAGE

LINE CHART

L24	S00°00'00"W	19.99'
L25	S49°46'01"W	33.91'
L26	N00°47'35"E	21.04'

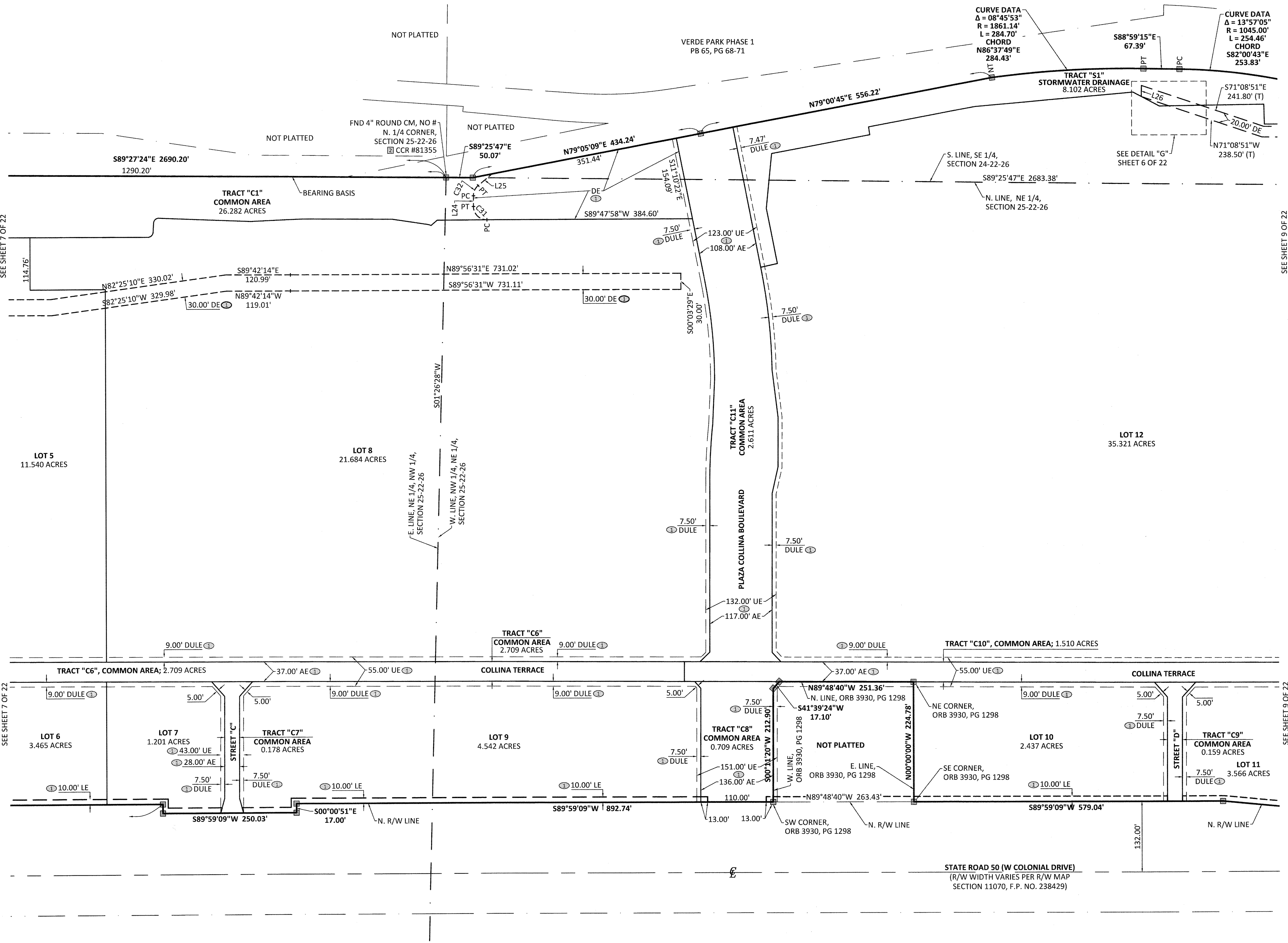
NO.	CENTRAL ANGLE	CURVE CHART RADIUS	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C31	90°12'02"	25.00'	39.36'	N45°06'01"W	35.42'
C32	49°46'01"	25.00'	21.71'	N24°53'01"E	21.04'

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
- 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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PLAZA COLLINA

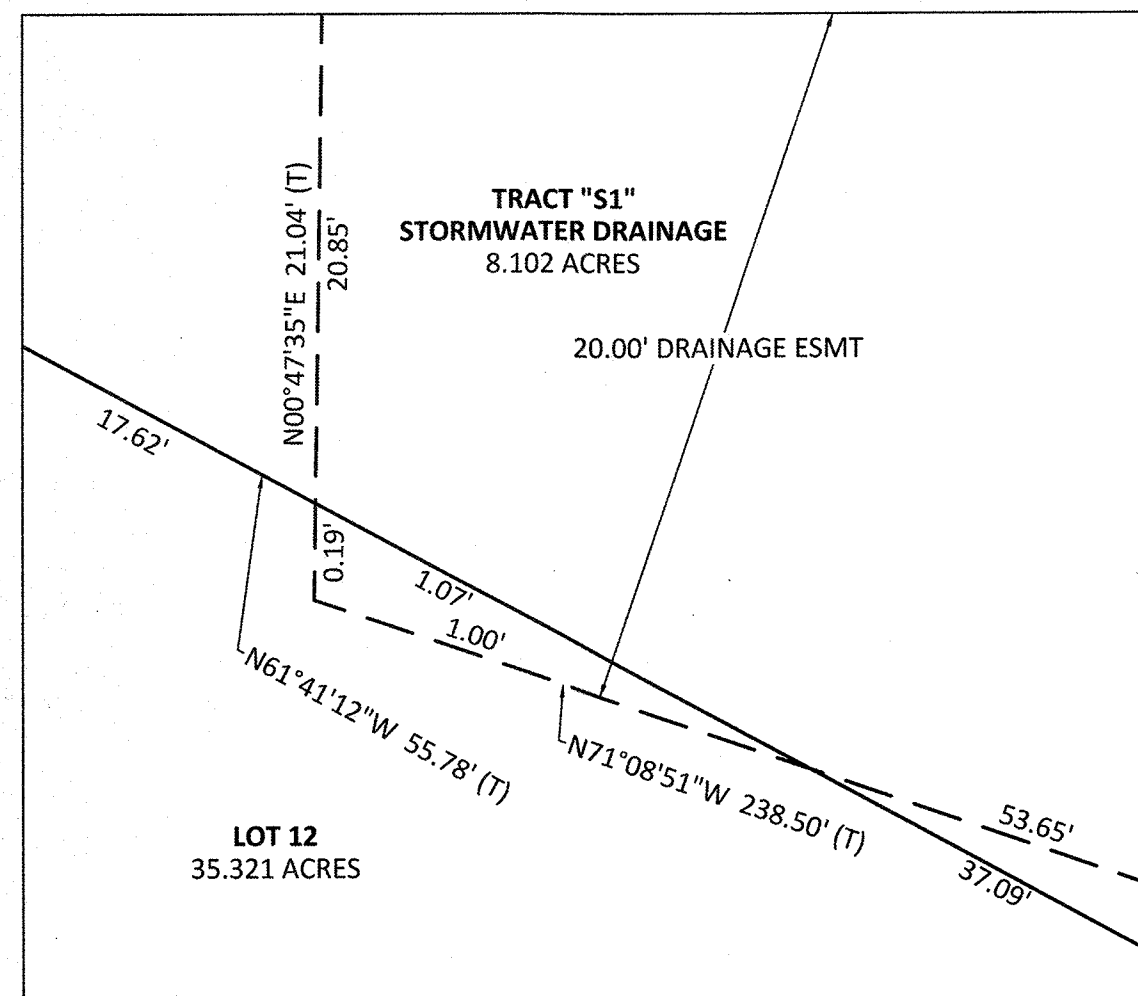
PLAT BOOK 76 PAGE 62

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

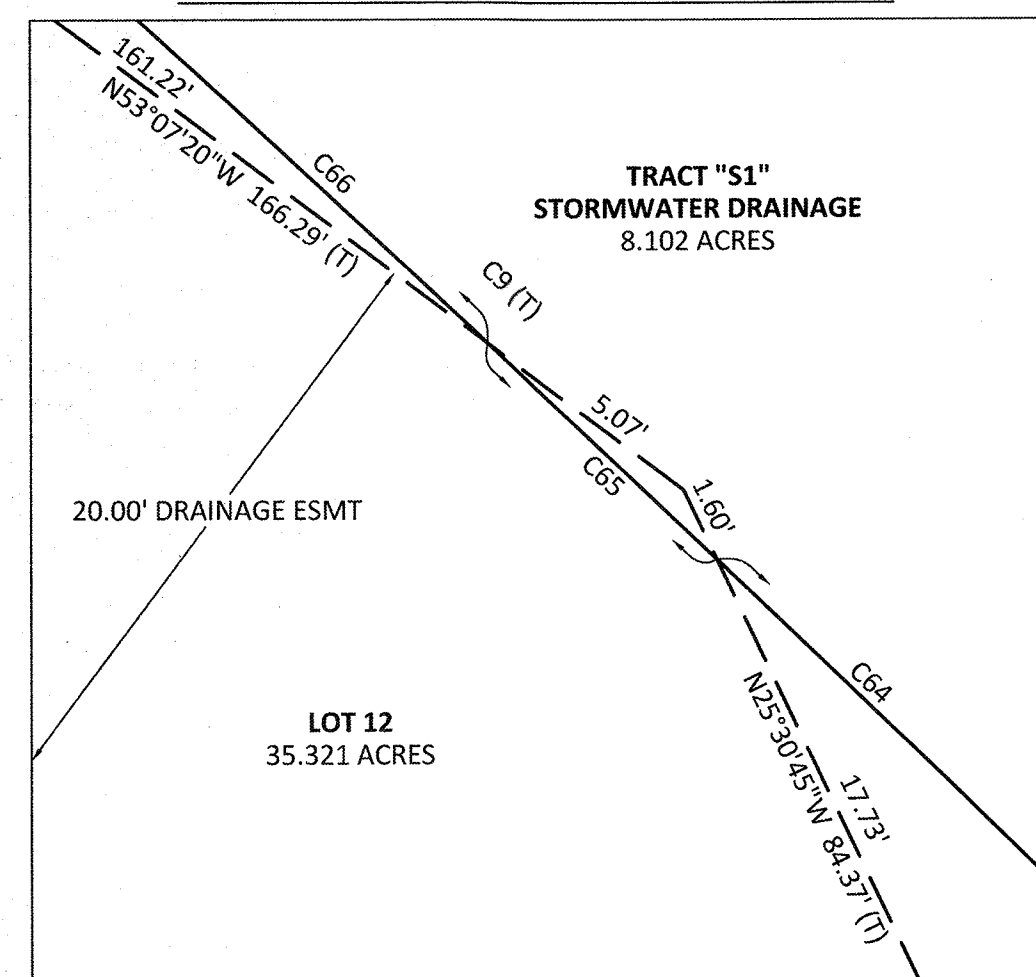
EASEMENT DETAIL PAGE

Ⓢ - 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

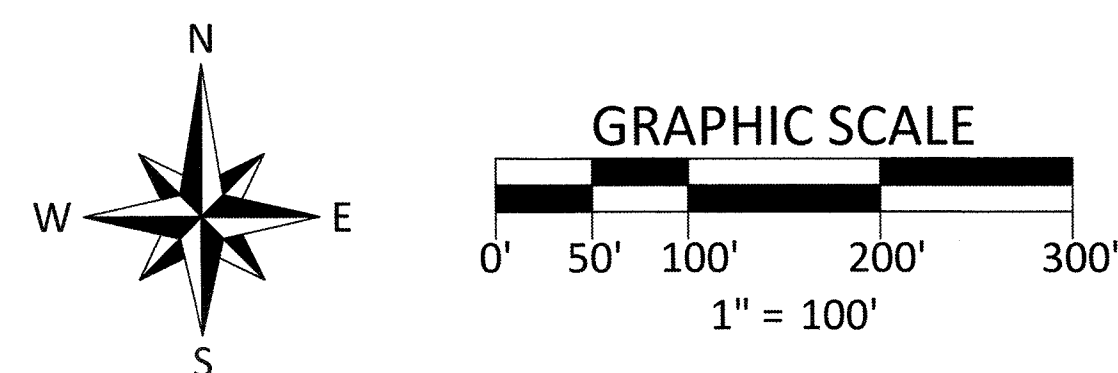
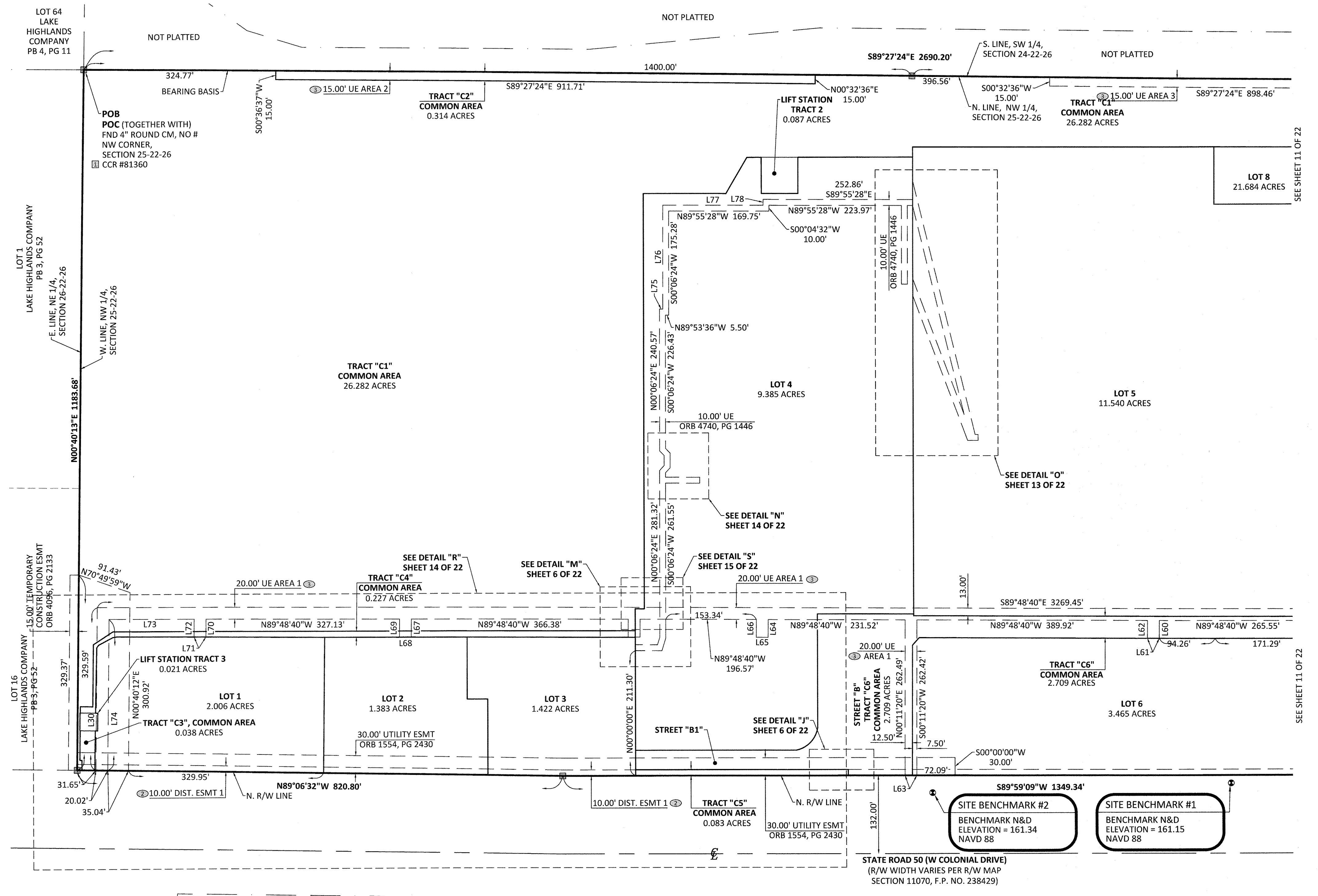


LEGEND

AE - ACCESS EASEMENT
CCR - CERTIFIED CORNER RECORD
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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
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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			
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	CHORD
C9	13°04'44"	907.37'	207.12'
C64	01°11'53"	907.37'	18.97'
C65	00°23'42"	907.37'	6.26'
C66	11°29'08"	907.37'	181.89'





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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

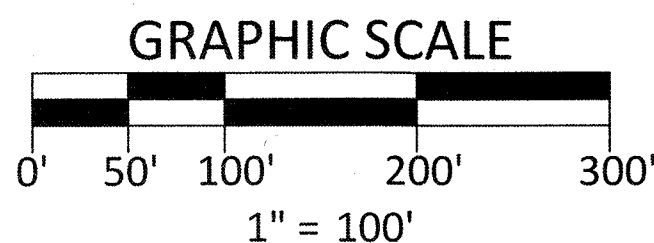
EASEMENT DETAIL PAGE

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.

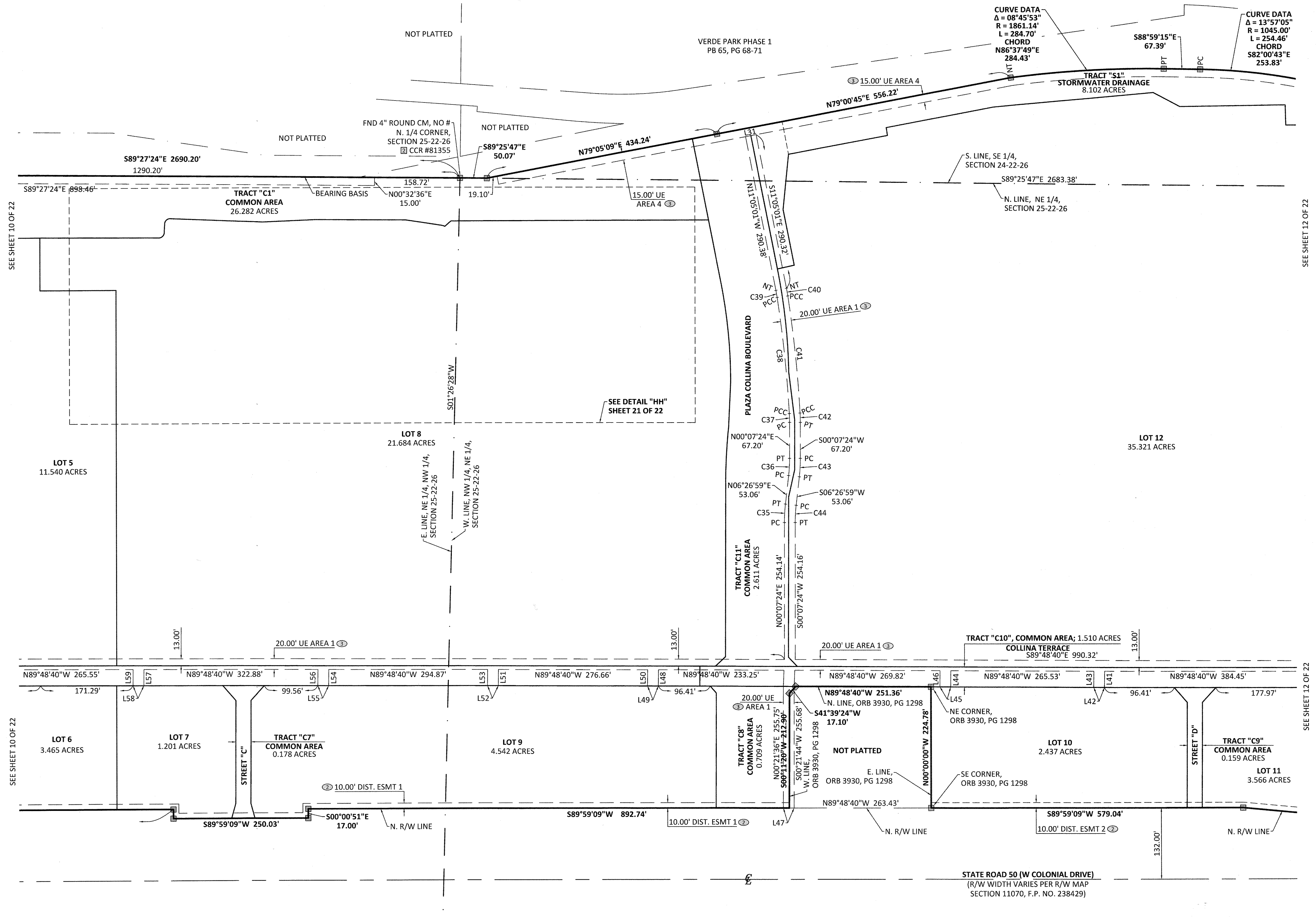
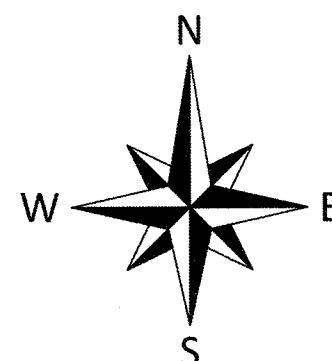
LINE CHART
L31 N79°00'45"E 20.00'
L41 S00°24'28"W 29.99'
L42 N89°48'40"W 20.00'
L43 N00°24'28"E 29.99'
L44 S00°24'28"W 29.99'
L45 N89°48'40"W 20.00'
L46 N00°24'28"E 29.99'
L47 S89°59'09"W 20.00'
L48 S00°24'28"W 29.99'
L49 N89°48'40"W 20.00'
L50 N00°24'28"E 29.99'
L51 S00°24'28"W 29.99'
L52 N89°48'40"W 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

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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.
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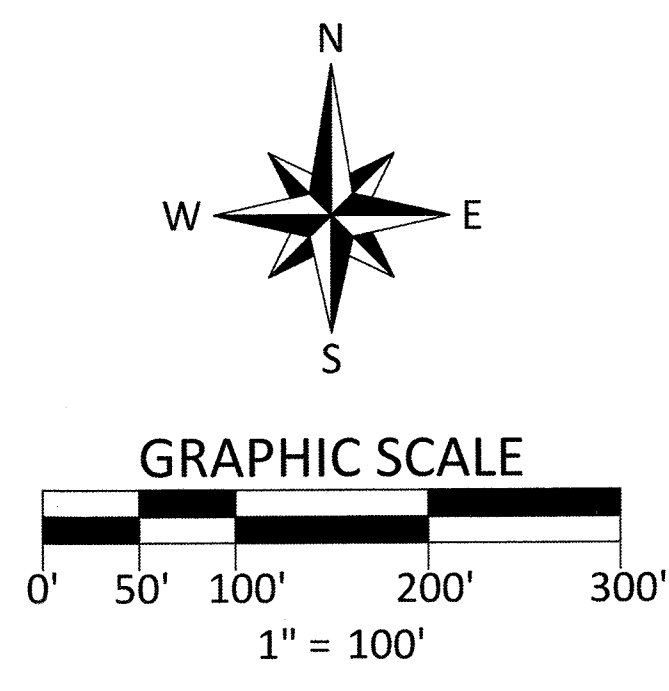
EASEMENT DETAIL PAGE

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

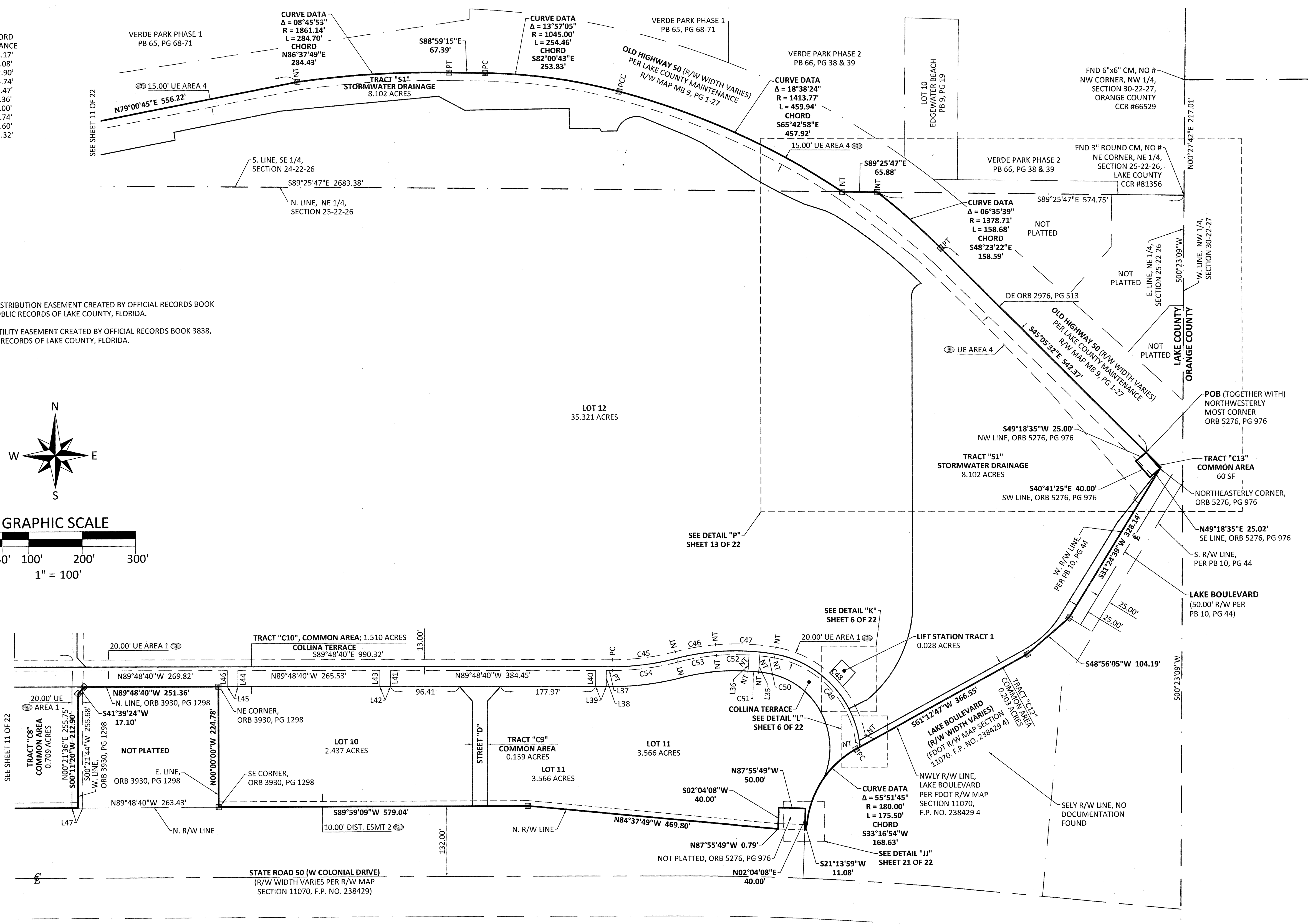
L35	S04°00'49"W	30.03'
L36	N04°00'49"E	30.00'
L37	N89°48'40"W	11.43'
L38	S00°24'28"W	29.99'
L39	N89°48'40"W	20.00'
L40	N00°24'28"E	29.99'
L41	S00°24'28"W	29.99'
L42	N89°48'40"W	20.00'
L43	N00°24'28"E	29.99'
L44	S00°24'28"W	29.99'
L45	N89°48'40"W	20.00'
L46	N00°24'28"E	29.99'
L47	S89°59'09"W	20.00'

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.



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- ⊙ - A NAIL WITH A DISC WITH MARKED "PRM LB 4475", UNLESS OTHERWISE NOTED.



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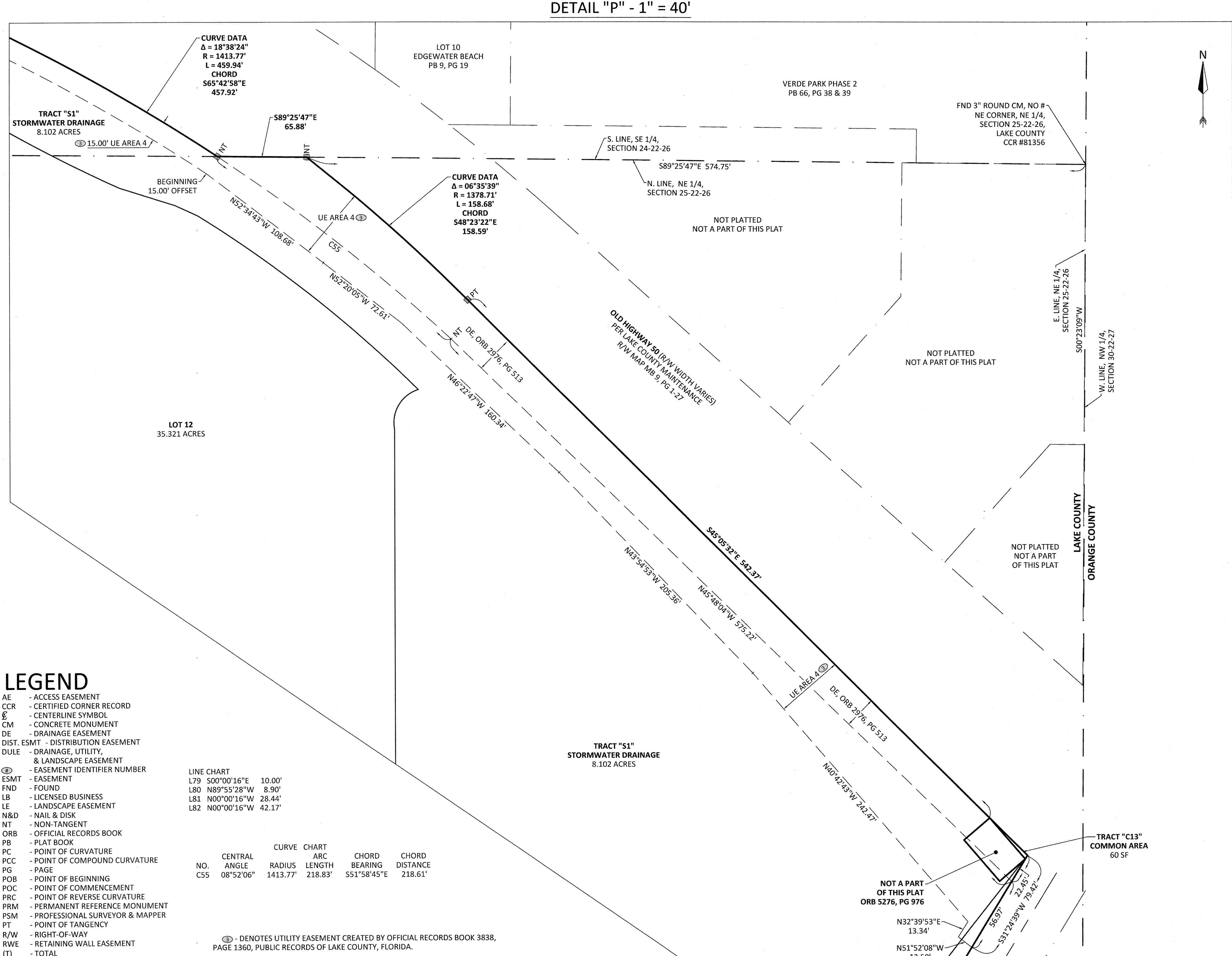
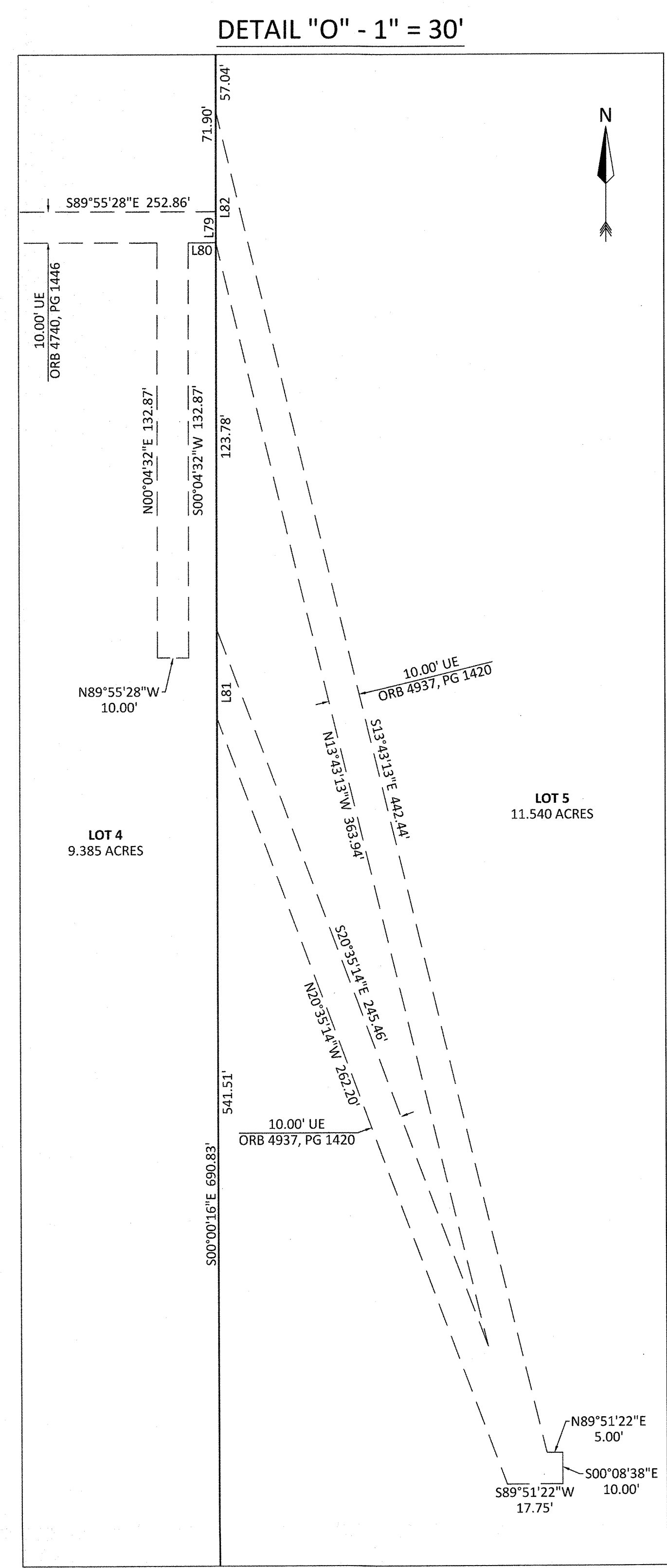
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PLAZA COLLINA

PLAT BOOK 76 PAGE 65

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EASEMENT DETAIL PAGE



LEGEND

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PG - PAGE

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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" - 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	S00°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'

Ⓢ - DENOTES UTILITY EASEMENT CREATED BY OFFICIAL RECORDS BOOK 3838, PAGE 1360, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

SHEET 13 OF 22

Page 162



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PLAZA COLLINA

PLAT BOOK 76 PAGE 66

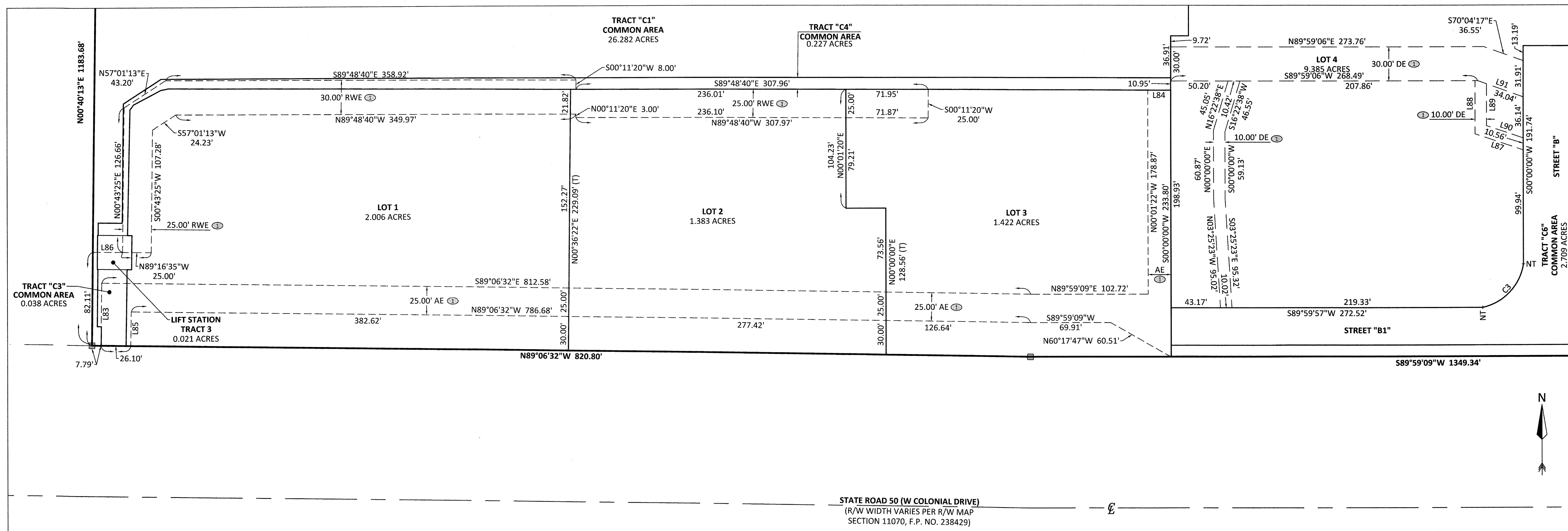
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EASEMENT DETAIL PAGE

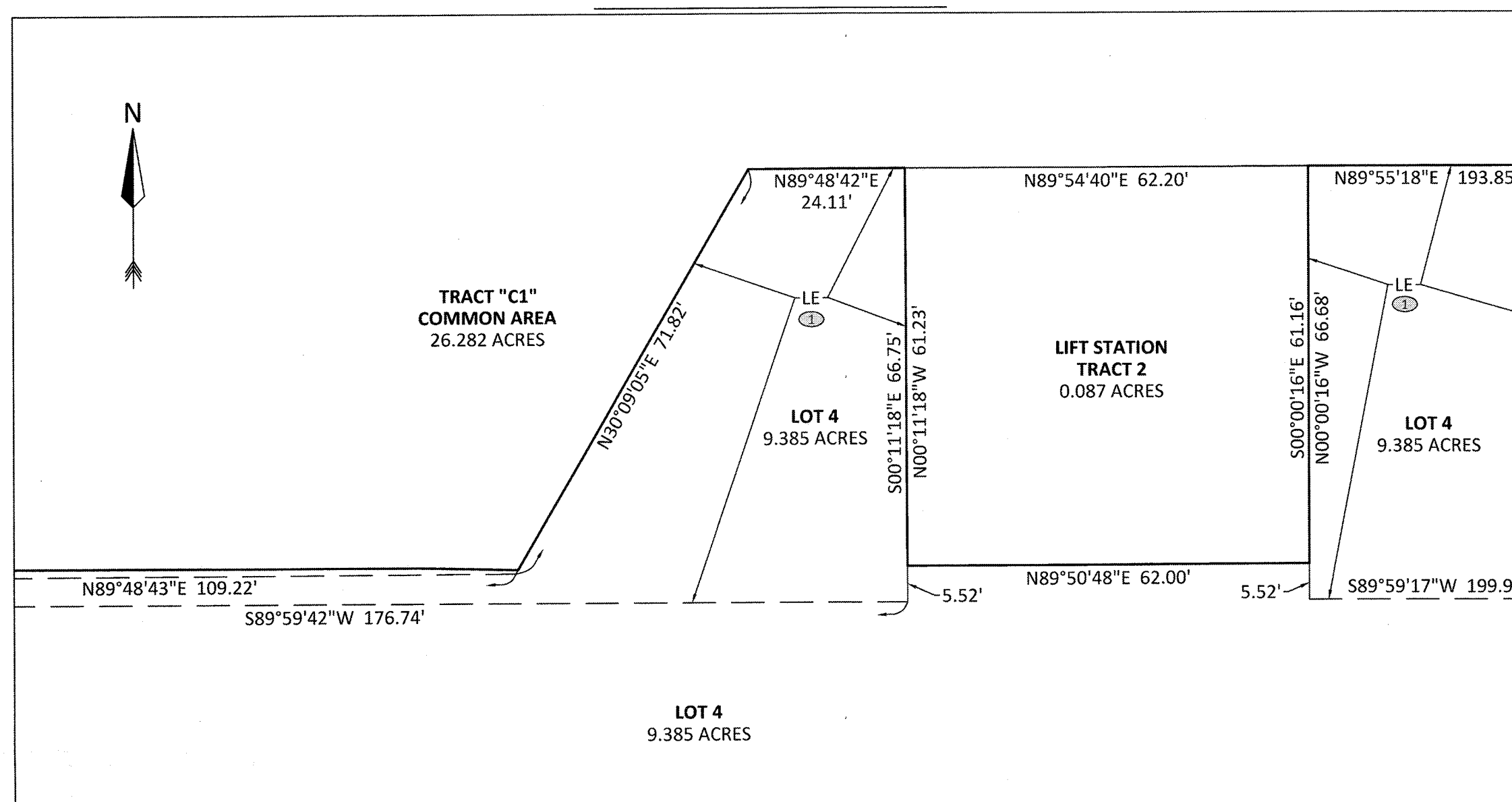
LINE CHART					CURVE CHART				
L84	S89°48'35"E	20.03'			NO.	CENTRAL ANGLE	RADIUS	ARC LENGTH	CHORD BEARING
L86	S89°16'35"E	26.02'			C3	68°51'06"	46.05'	55.33'	S43°08'12"W
L87	N71°17'35"W	44.34'							CHORD DISTANCE
L88	N00°00'00"E	46.84'							52.06'
L89	S00°00'00"W	36.90'							
L90	S71°17'35"E	33.79'							
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.

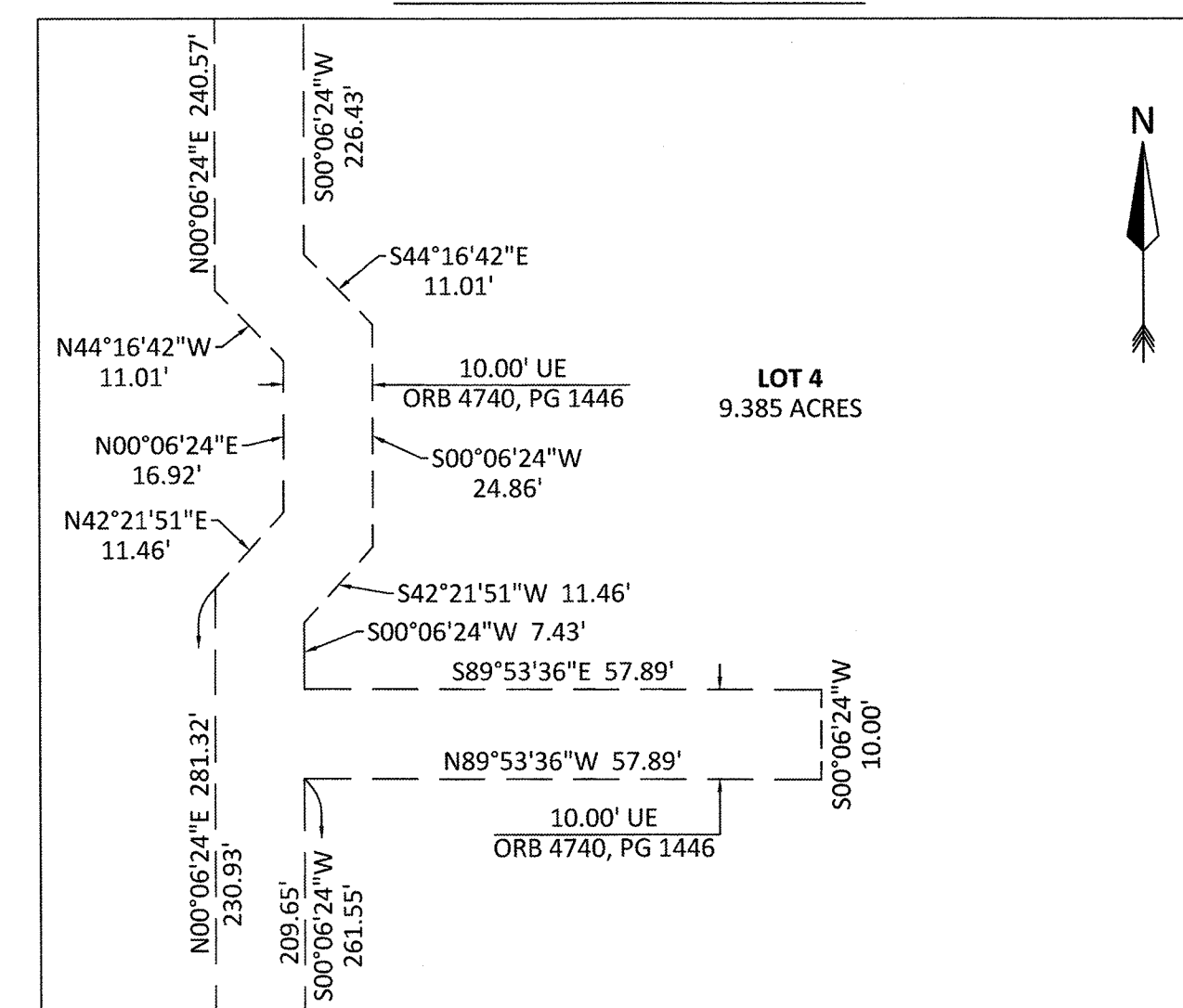
DETAIL "R" - 1" = 50'



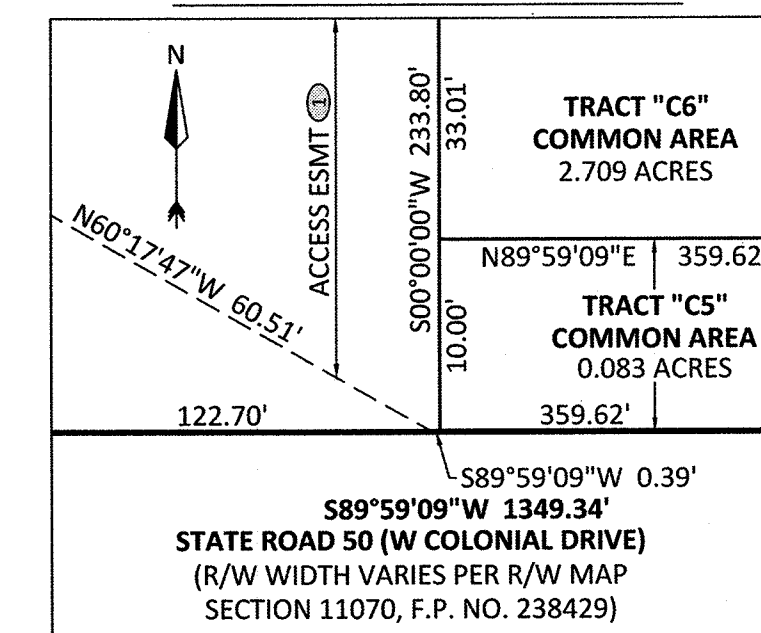
DETAIL "W" - 1" = 20'



DETAIL "N" - 1" = 20'



DETAIL "Q" - 1" = 10'



LEGEND

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(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 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 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'

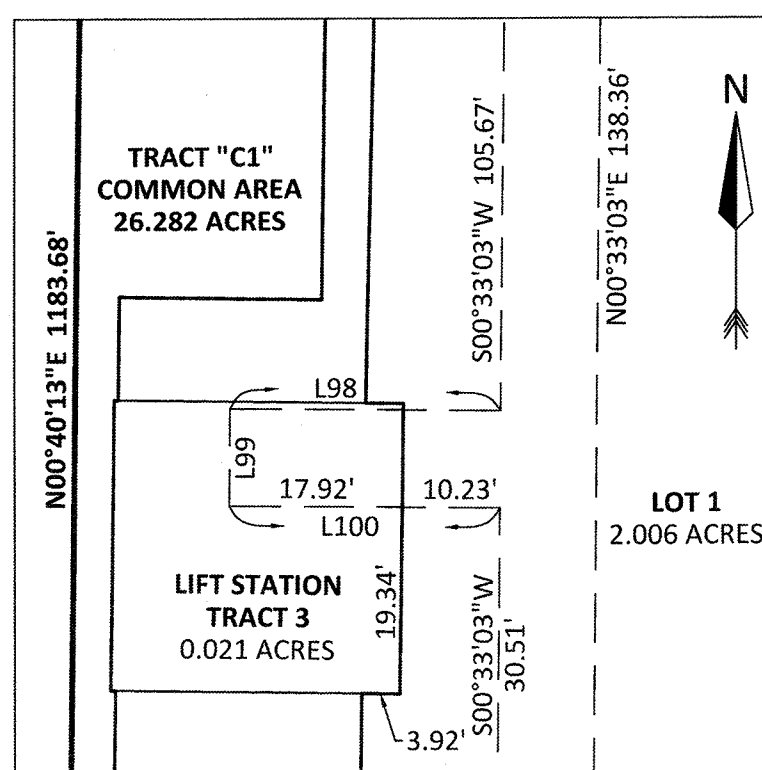
EASEMENT DETAIL PAGE

① - DENOTES EASEMENTS CREATED BY OFFICIAL RECORDS BOOK 4681, PAGE 1760, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AS AMENDED.

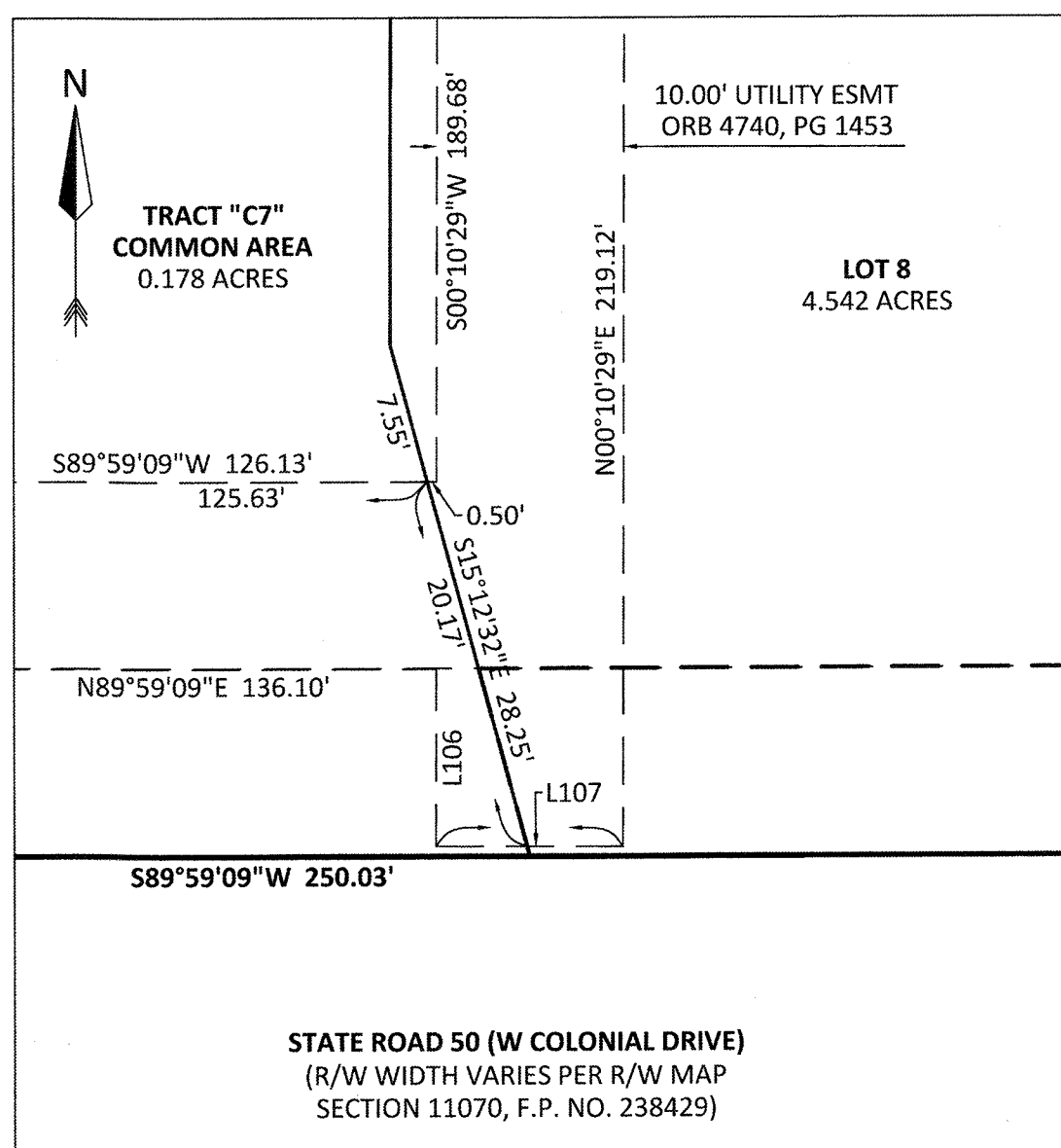
NO.	CURVE	CHART	ARC	CHORD	CHORD
	ANGLE	RADIUS	LENGTH	BEARING	DISTANCE
C3	68°51'06"	46.05'	55.33'	S43°08'12"W	52.06'
C56	70°50'10"	56.05'	69.29'	S43°18'45"W	64.96'
C57	85°50'03"	17.60'	26.37'	N45°39'37"E	23.97'

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'

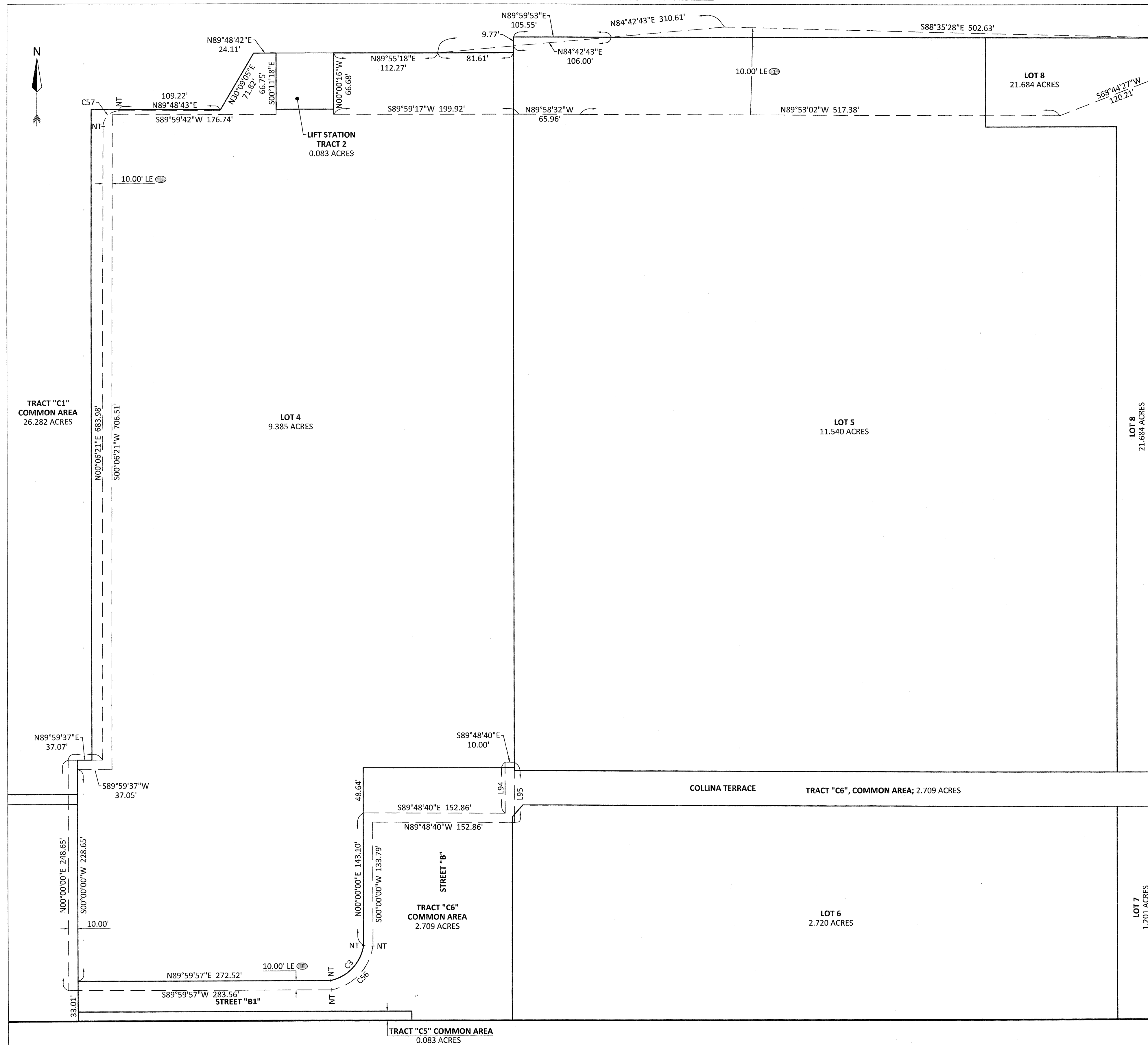


DETAIL "EE" - 1" = 10'



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.





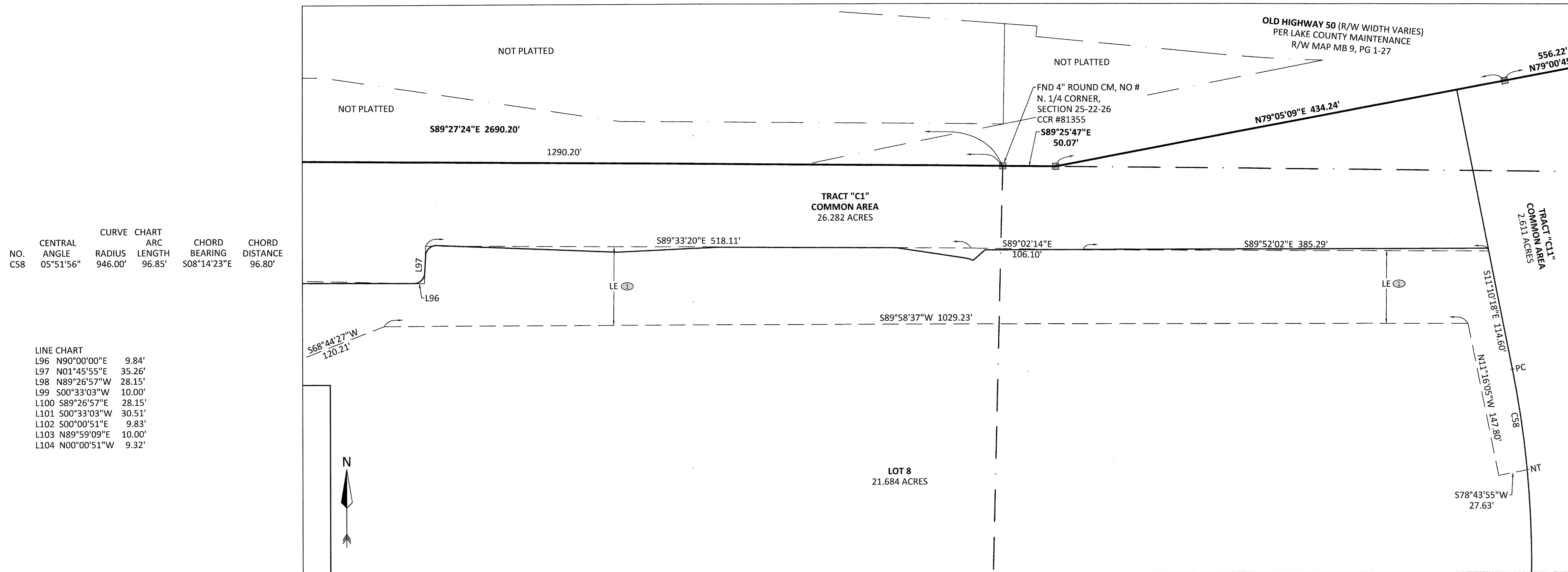
PLAZA COLLINA

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

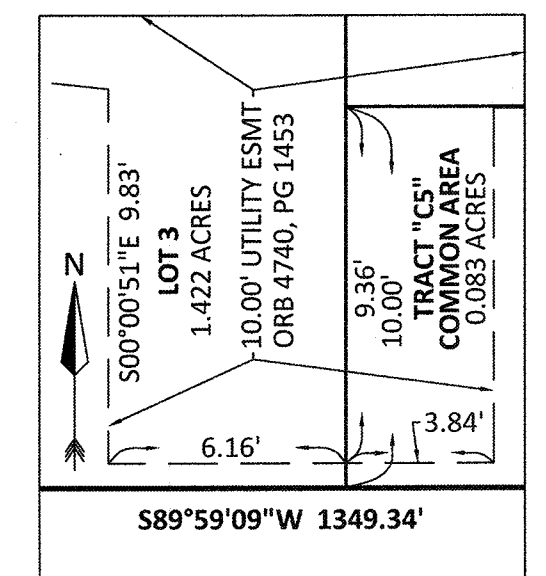
EASEMENT DETAIL PAGE

① - DENOTES EASEMENTS CREATED BY OFFICIAL RECORDS BOOK 4681, PAGE 1760, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AS AMENDED.

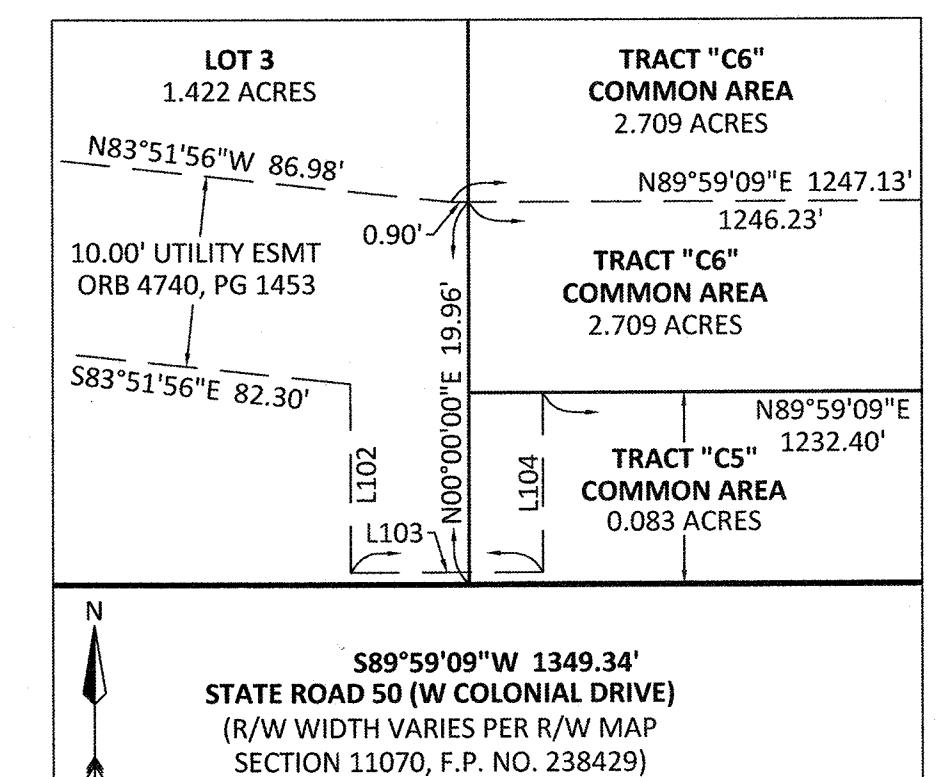
DETAIL "X" - 1" = 60'



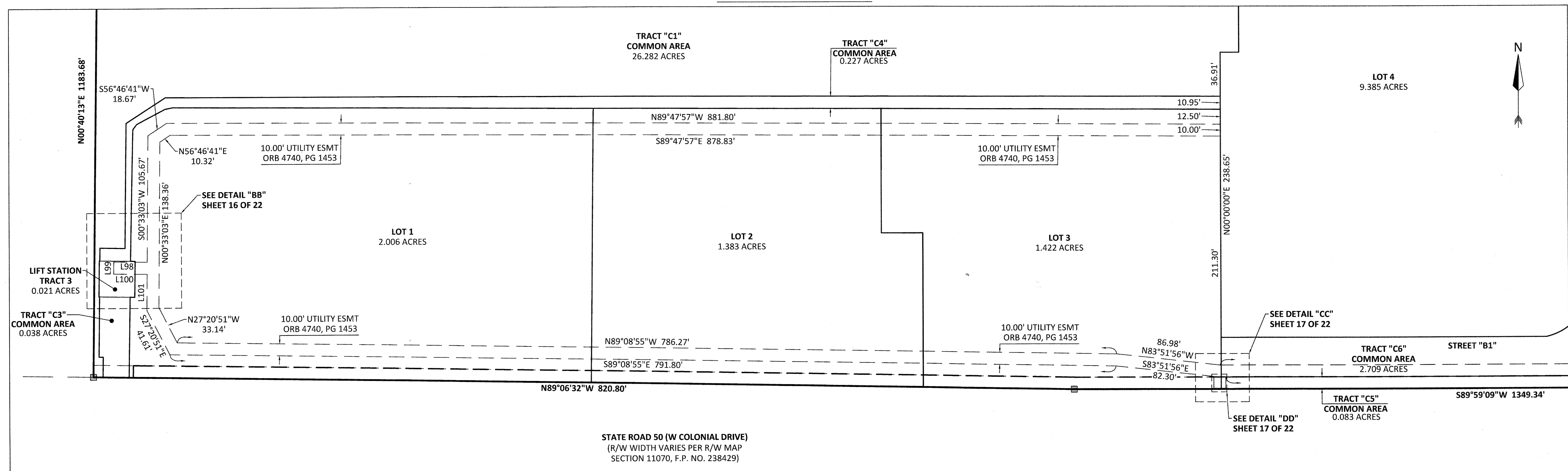
DETAIL "DD" - 1" = 10'



DETAIL "CC" - 1" = 10'



DETAIL "Y" - 1" = 50'



LEGEND

- | | |
|------------|---|
| AE | - ACCESS EASEMENT |
| CCR | - CERTIFIED CORNER RECORD |
| C | - CENTERLINE SYMBOL |
| CM | - CONCRETE MONUMENT |
| DE | - DRAINAGE EASEMENT |
| DIST. ESMT | - DISTRIBUTION EASEMENT |
| DULE | - DRAINAGE, UTILITY,
AND LANDSCAPE EASEMENT |
| ③ | - 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 | - A "4"x4" CONCRETE MONUMENT WITH A DISC
MARKED "PRM LB 4475", UNLESS OTHERWISE NOTED. |
| ⑤ | - A NAIL WITH A DISC WITH MARKED "PRM LB
4475", UNLESS OTHERWISE NOTED. |



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PLAZA COLLINA

PLAT BOOK 76 PAGE 70

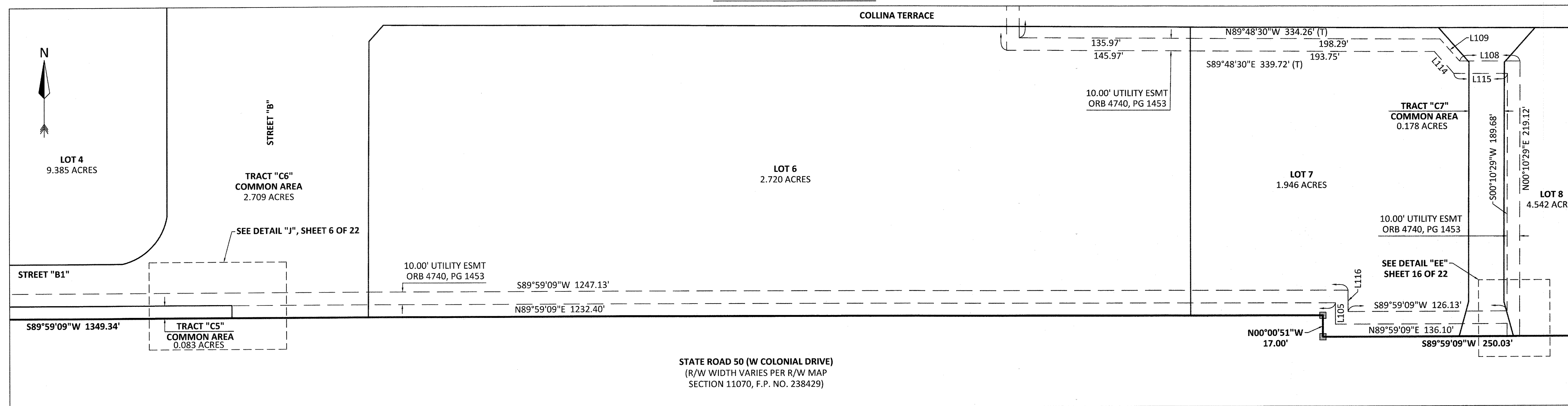
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EASEMENT DETAIL PAGE

① - DENOTES EASEMENTS CREATED BY OFFICIAL RECORDS BOOK 4681, PAGE 1760, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AS AMENDED.

DETAIL "Z" - 1" = 50'

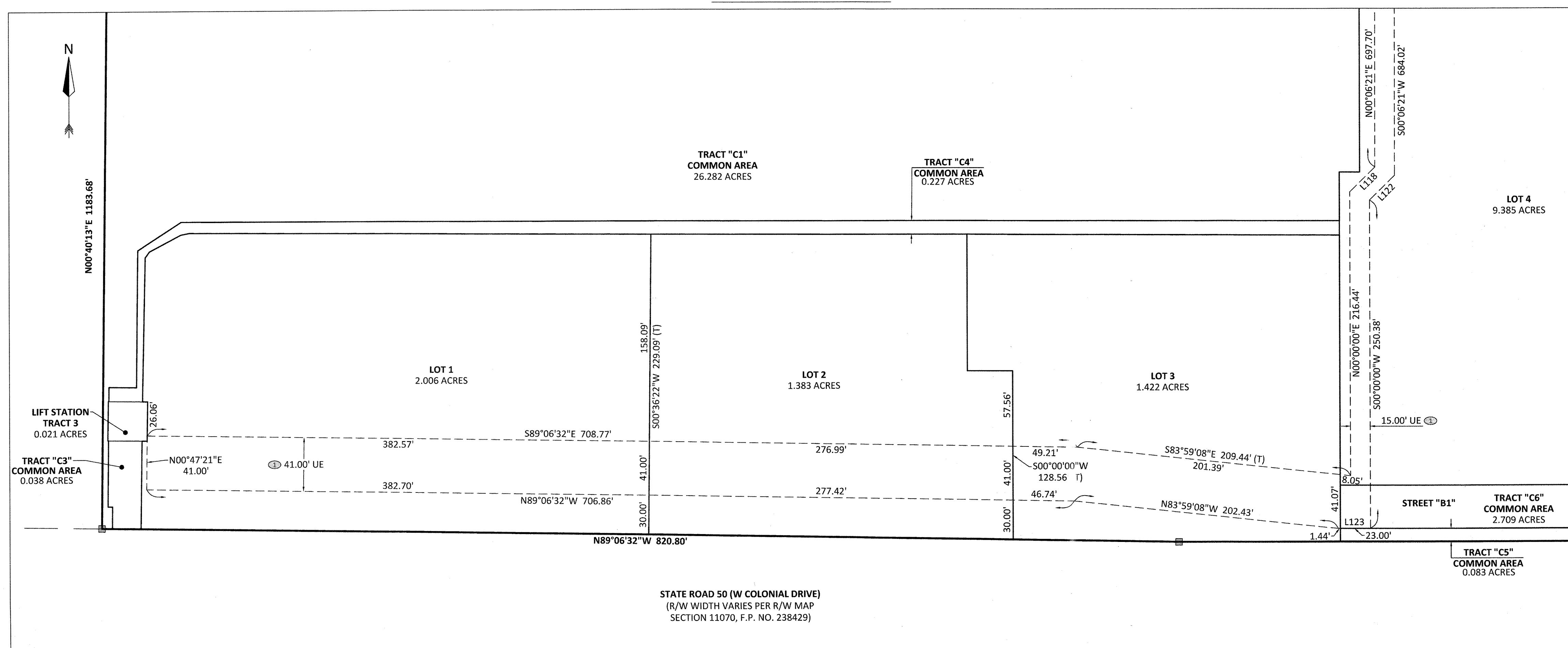
LINE CHART
L105 S00°00'51"E 16.99'
L108 N89°49'03"W 47.98'
L109 N41°13'17"W 23.50'
L114 S41°13'17"E 23.50'
L115 S89°49'03"E 42.50'
L116 N00°00'51"W 16.99'
L118 N45°26'52"E 26.76'
L122 S45°26'52"W 26.75'
L123 S89°59'09"W 24.44'



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
- LB - LICENSED BUSINESS
- LE - LANDSCAPE EASEMENT
- N&D - NAIL & DISK
- NT - NON-TANGENT
- ORB - OFFICIAL RECORDS BOOK
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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.



STATE ROAD 50 (W COLONIAL DRIVE)
(R/W WIDTH VARIES PER R/W MAP SECTION 11070, F.P. NO. 238429)

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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

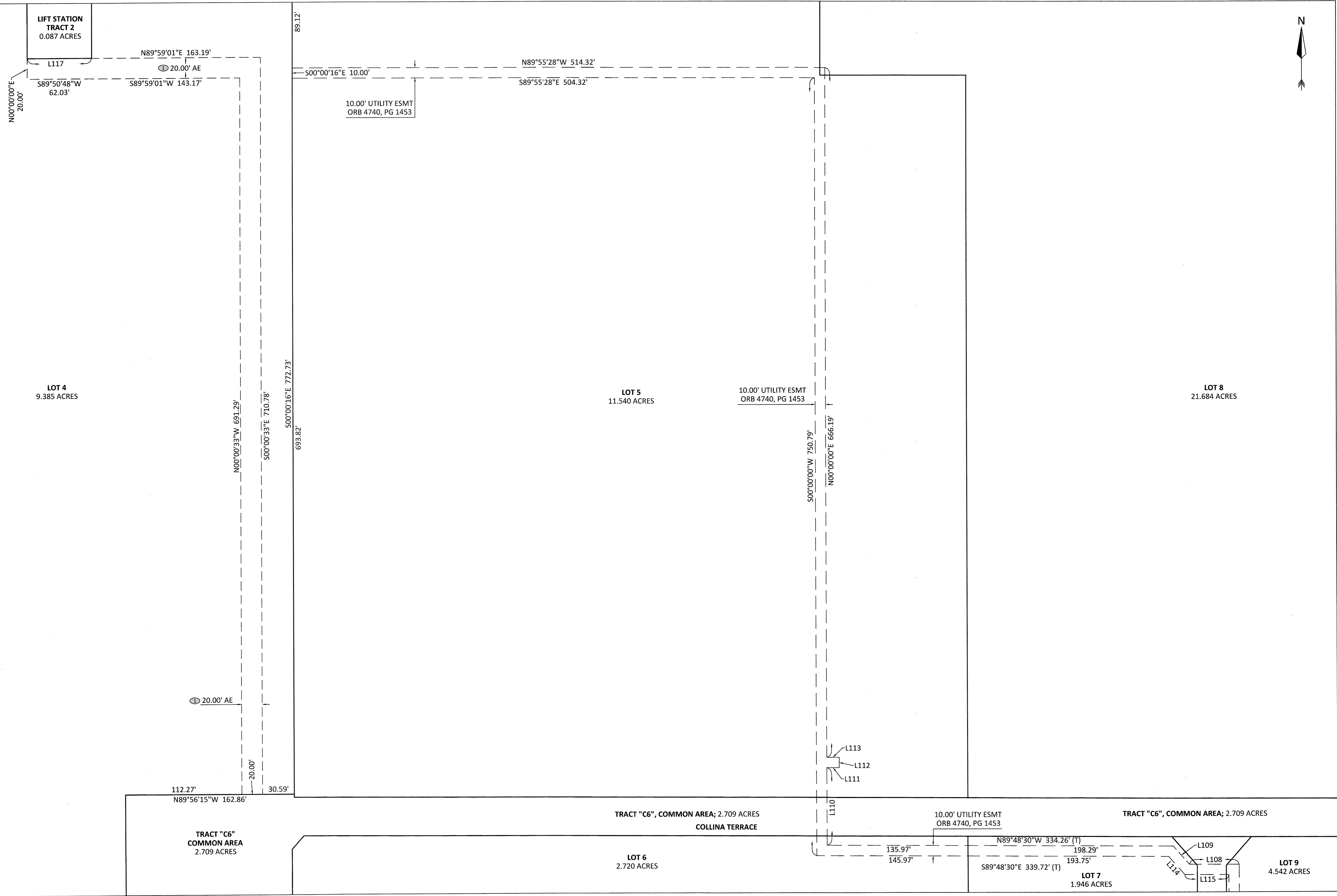
DETAIL "AA" - 1" = 50'

Ⓢ - 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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- Ⓢ - CENTERLINE SYMBOL
- CM - CONCRETE MONUMENT
- DE - DRAINAGE EASEMENT
- DIST. ESMT - DISTRIBUTION EASEMENT
- DULE - DRAINAGE, UTILITY, & LANDSCAPE EASEMENT
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- FND - FOUND
- LB - LICENSED BUSINESS
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- N&D - NAIL & DISK
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- PT - POINT OF TANGENCY
- R/W - RIGHT-OF-WAY
- RWE - RETAINING WALL EASEMENT
- (T) - TOTAL
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- Ⓢ - A NAIL WITH A DISC WITH MARKED "PRM LB 4475", UNLESS OTHERWISE NOTED.



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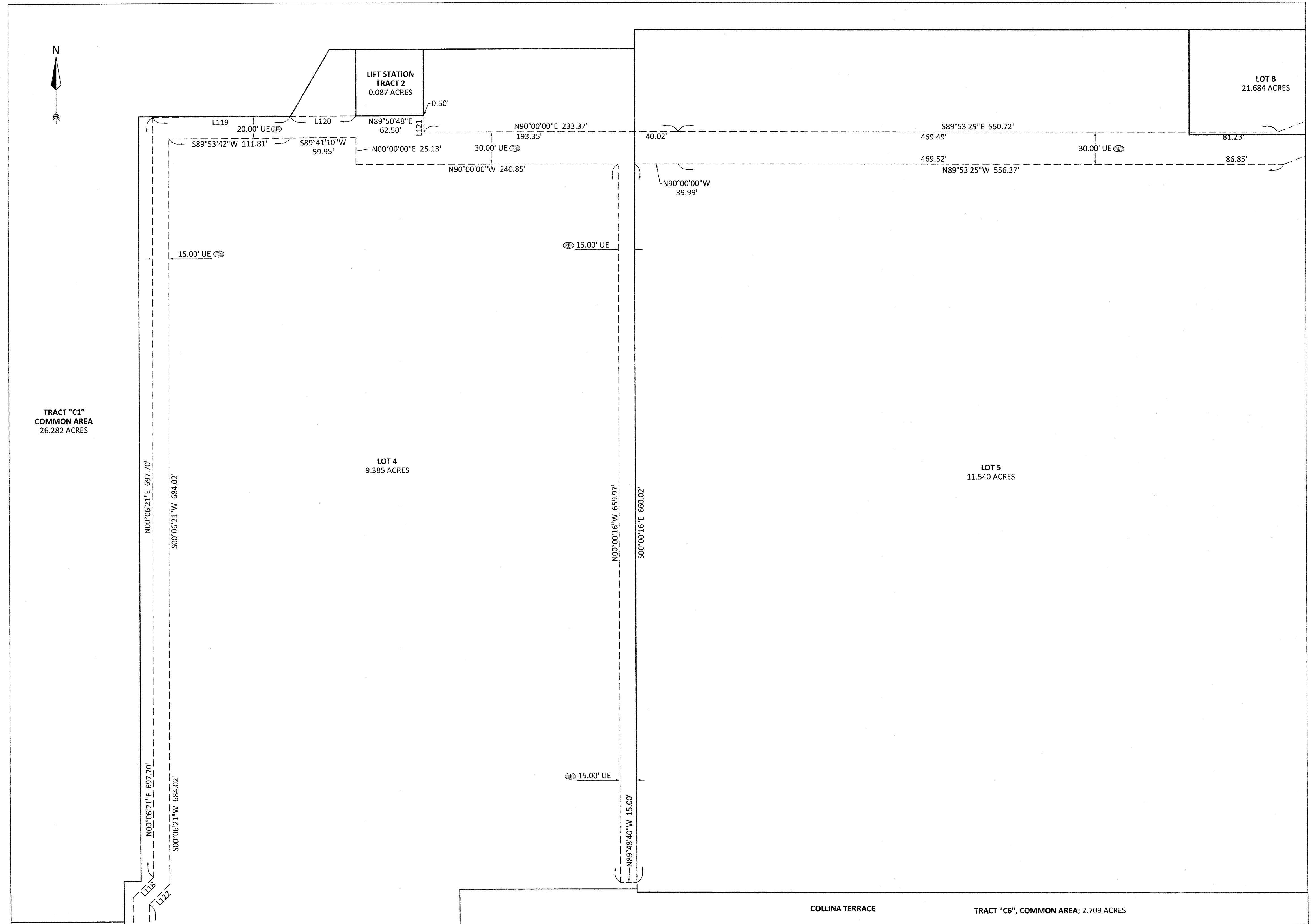
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EASEMENT DETAIL PAGE

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

- AE - ACCESS EASEMENT
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- DIST. ESMT - DISTRIBUTION EASEMENT
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- POC - POINT OF COMMENCEMENT
- PRC - POINT OF REVERSE CURVATURE
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- R/W - RIGHT-OF-WAY
- RWE - RETAINING WALL EASEMENT
- (T) - TOTAL
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PLAZA COLLINA

PLAT
BOOK

76

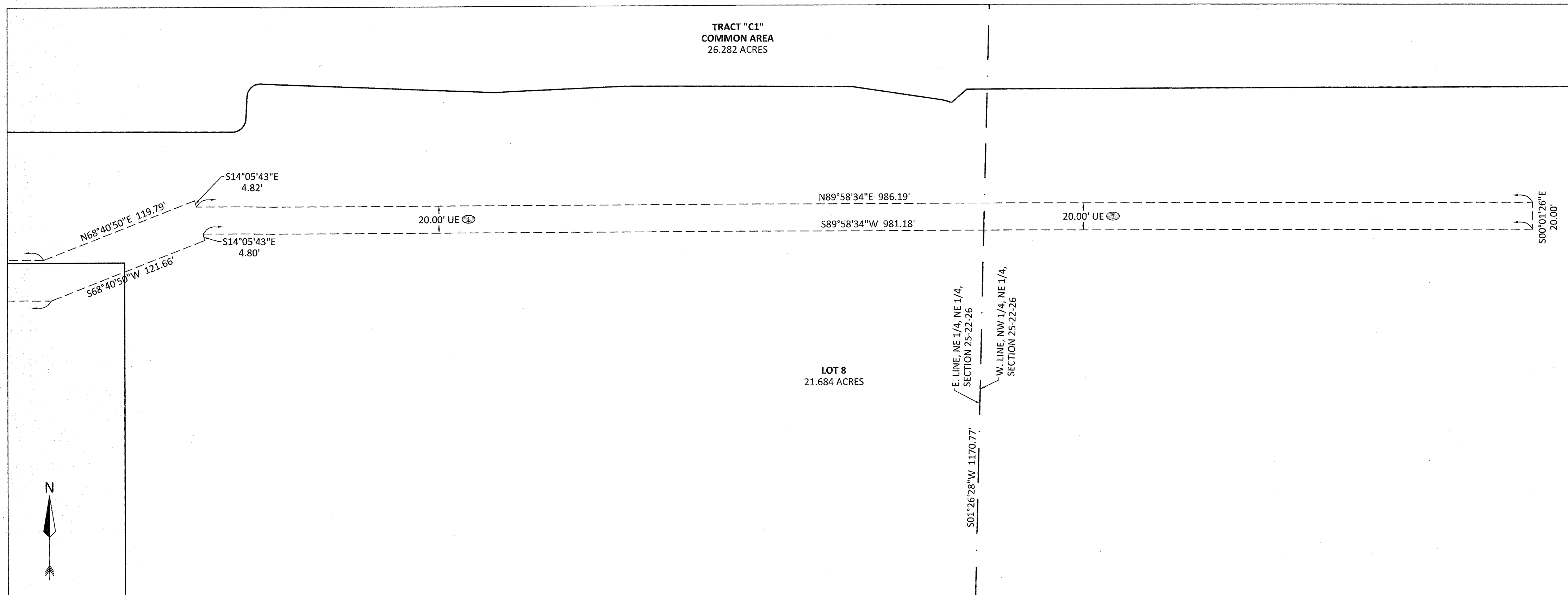
PAGE 73

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

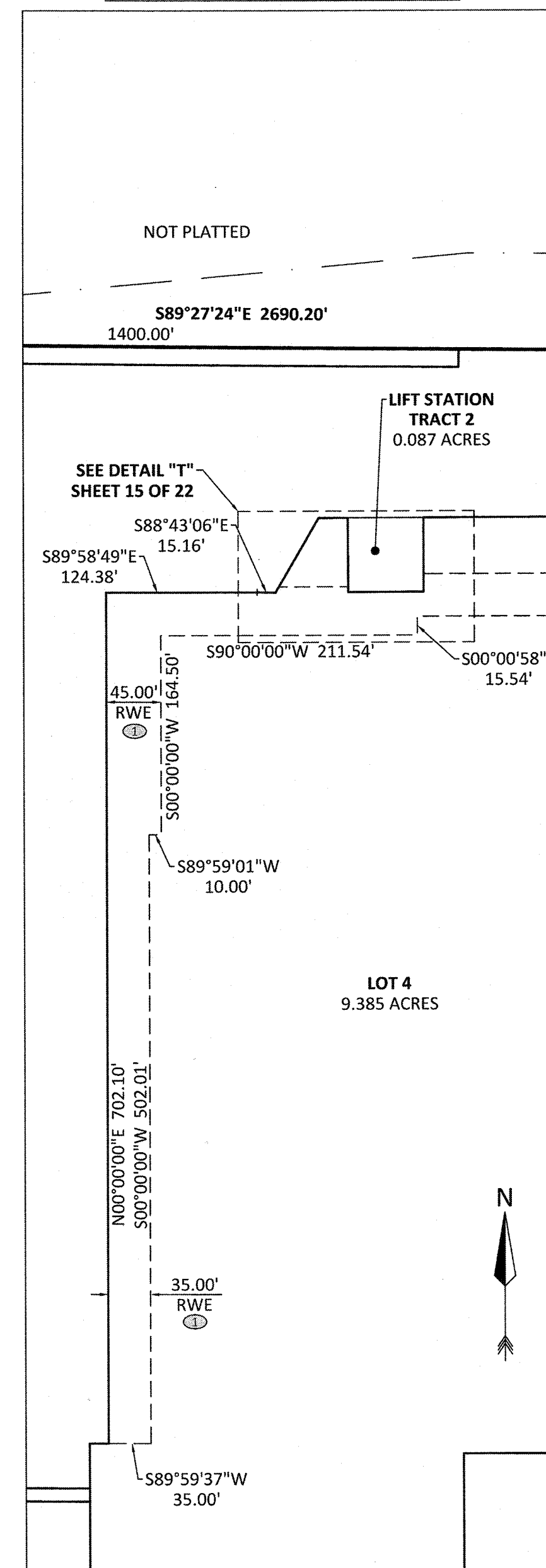
EASEMENT DETAIL PAGE

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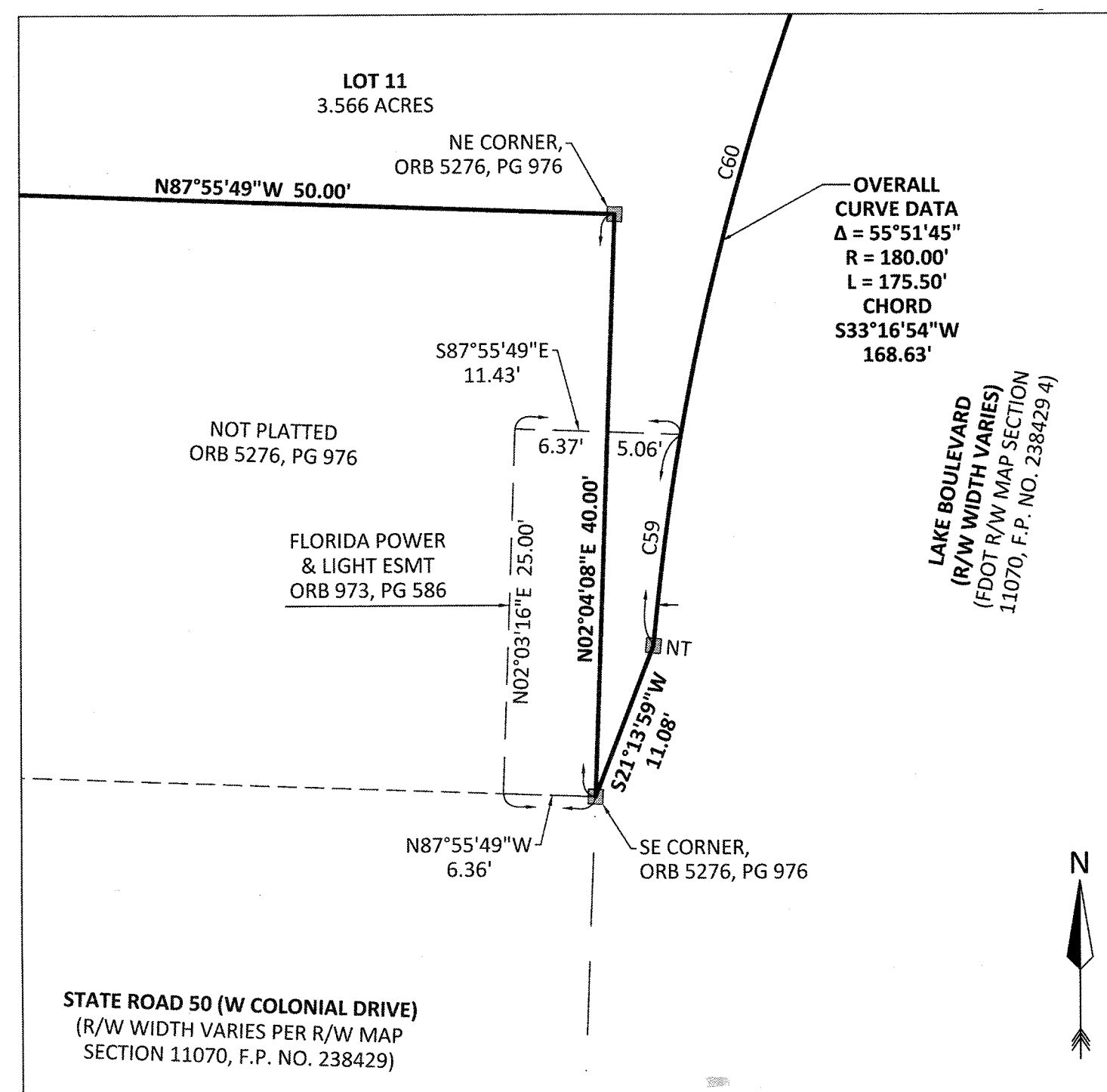
DETAIL "HH" - 1" = 50'



DETAIL "KK" - 1" = 100'



DETAIL "JJ" - 1" = 10'



LEGEND

- AE - ACCESS EASEMENT
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- - A NAIL WITH A DISC WITH MARKED "PRM LB 4475", UNLESS OTHERWISE NOTED.

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NOTES

1. BEARINGS SHOWN HEREON 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.

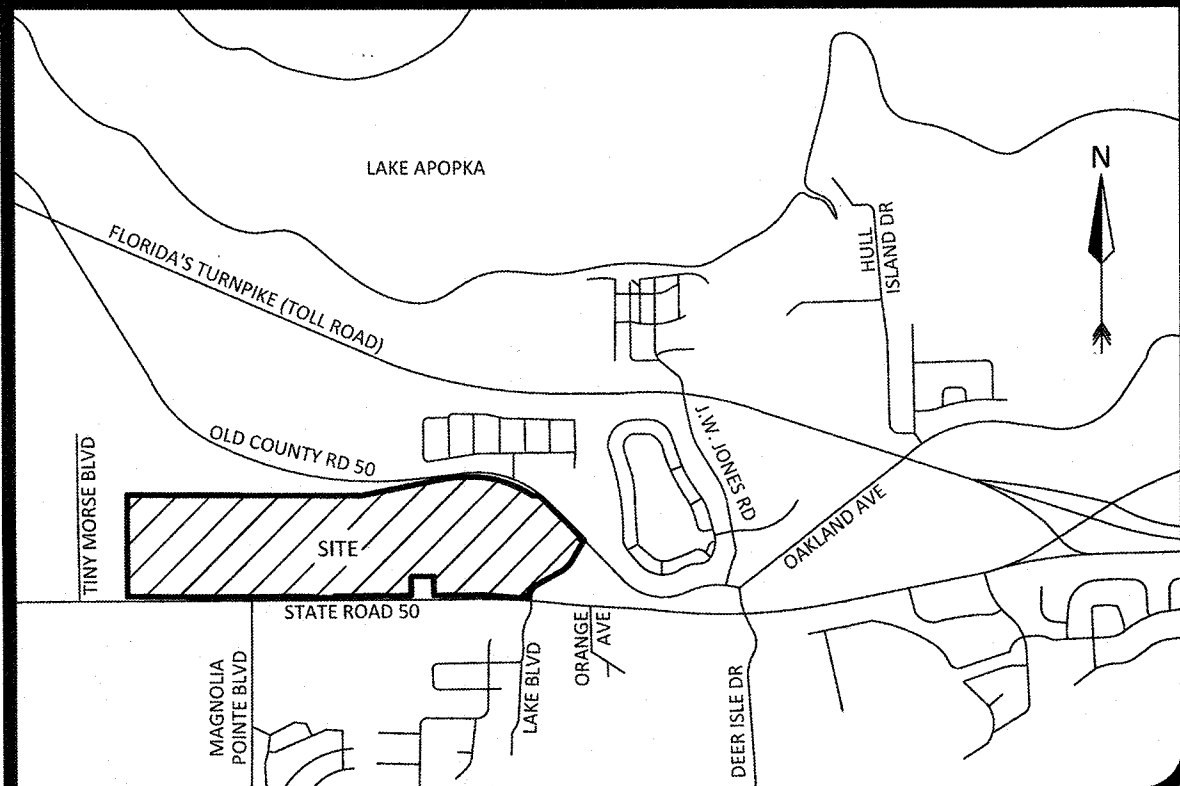
38. MORTGAGEES JOINDER AND CONSENT TO DEDICATION'S BY WELLS FARGO BANK, NATIONAL ASSOCIATION ON BEHALF OF HYUNDAI OF CENTRAL FLORIDA, LLC TO BE RECORDED BY SEPARATE INSTRUMENT IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

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
EID - 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.

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:	12/11/2023
Order Number:	9621996
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	50.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	12/20/2023 - 12/20/2023	Govt Public Notices
LEE dailycommercial.com	1	12/20/2023 - 12/20/2023	Govt Public Notices

Order Confirmation Amount	\$89.00
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Ad Preview

LEGAL NOTICE

On Thursday, January 4, 2024 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 internal driveway aisles and to allow shared internal landscape buffers to be a minimum of five feet, but not less than 10 feet between the parcels for Pods F and H, within a Planned Unit Development. The final hearing of the proposed request will be heard by Clermont City Council on Tuesday, January 9, 2024 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

#9621996 12/20/2023

AGENDA ITEM

Meeting Date		
Tuesday, January 9, 2024		
Agenda Item Name		
Resolution No. 2023-042R <i>7th Street Commercial</i>		
Requested Action		
Recommend approval of Resolution No. 2023-042R.		
Staff Report		
<i>This item was Tabled from the November 29, 2023 City Council meeting.</i> 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 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 permitted in the CBD with the conditions contained in Resolution No. 2023-042R. <i>The Planning and Zoning Commission recommended approval 7-0.</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 (12.04.2023)	2023-042R (12.04.2023).pdf
2.	LOCATION MAP	LOCATION MAP.pdf
3.	Site Plan - 1st Submittal	Site Plan - 1st Submittal.pdf
4.	CUP Application	CUP Application.pdf

5. Legal Ad

Legal Ad (2).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 January 4, 2024, 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 5,500 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 9th day of January, 2024.

CITY OF CLERMONT

Tim Murry, Mayor

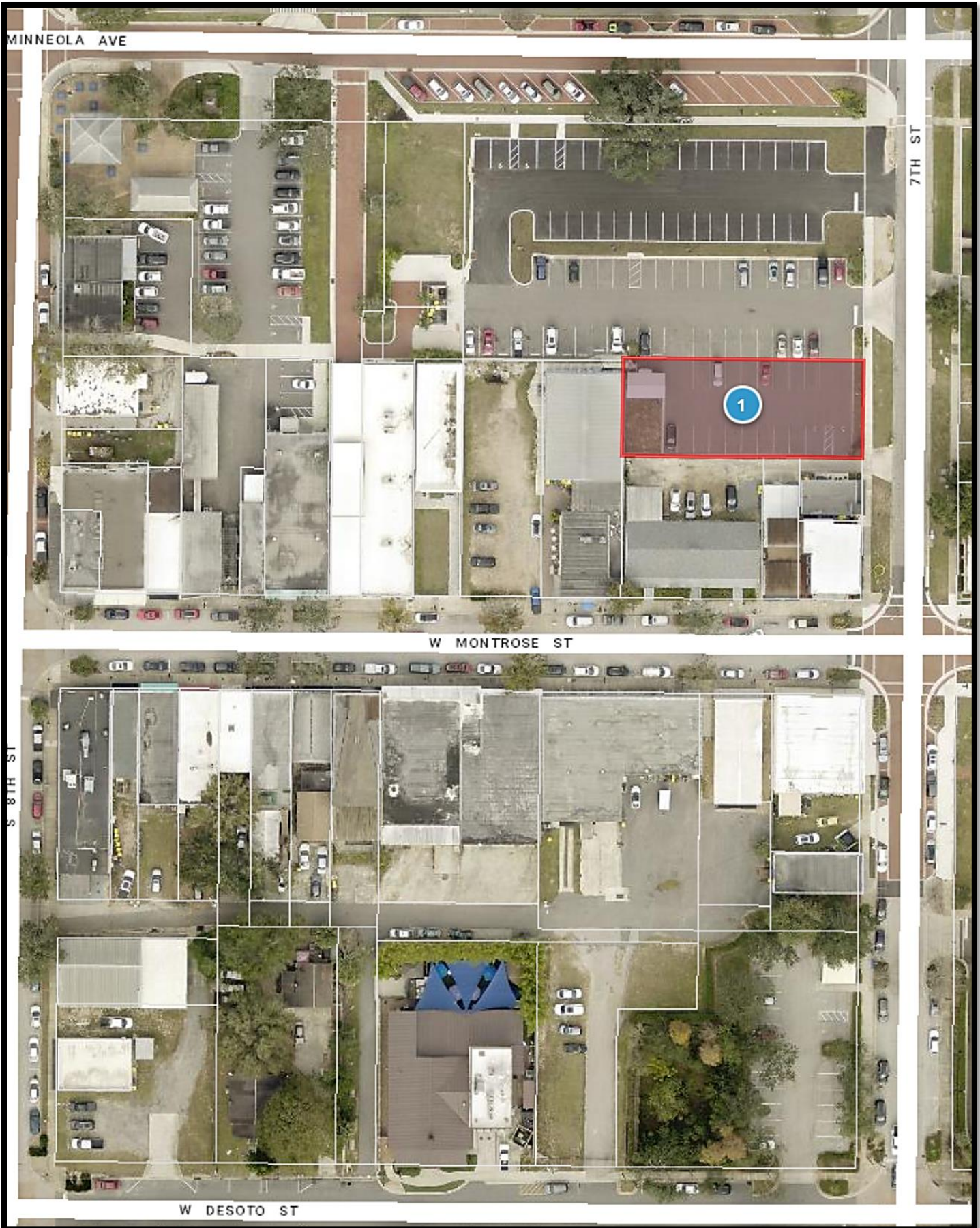
ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

LOCATION MAP



THE ENGINEER EXPRESSLY RESERVES THE EXCLUSIVE COMMON-LAW 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.

CONTAINING 0.217 ACRES MORE OR LESS.

DF 1)

CONCEPTUAL SITE PLAN
7th STREET COMMERCIAL
Sec. 25; Twp. 22S; Rge. 25E; City of Clermont, Lake Co.
OWNER/DEVELOPER: Nexbiz, LLC; Jayson Stringfellow, MGR
14455 W. Lakeshore Drive, Clermont, FL 34711 (352) 267-1104

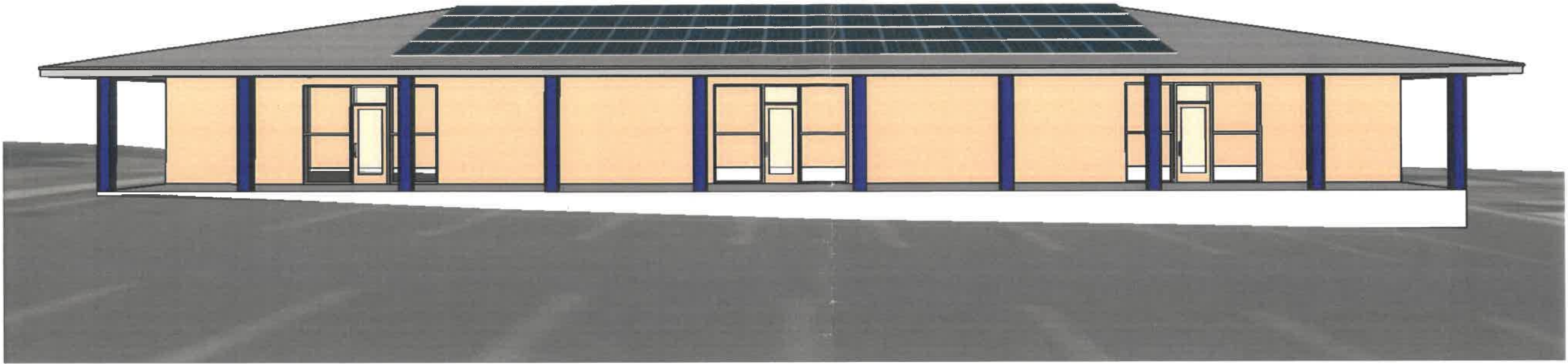
REVISIONS

Surveying, Inc.
420 East Minnehaha Ave.,
Clermont, Florida 34711
(352) 394-0255

To Minneola Avenue

Seventh Street

To Montrose Street



A 1	Axonometric View 1
1	Scale - NTS



A 1	Axonometric View 2
2	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

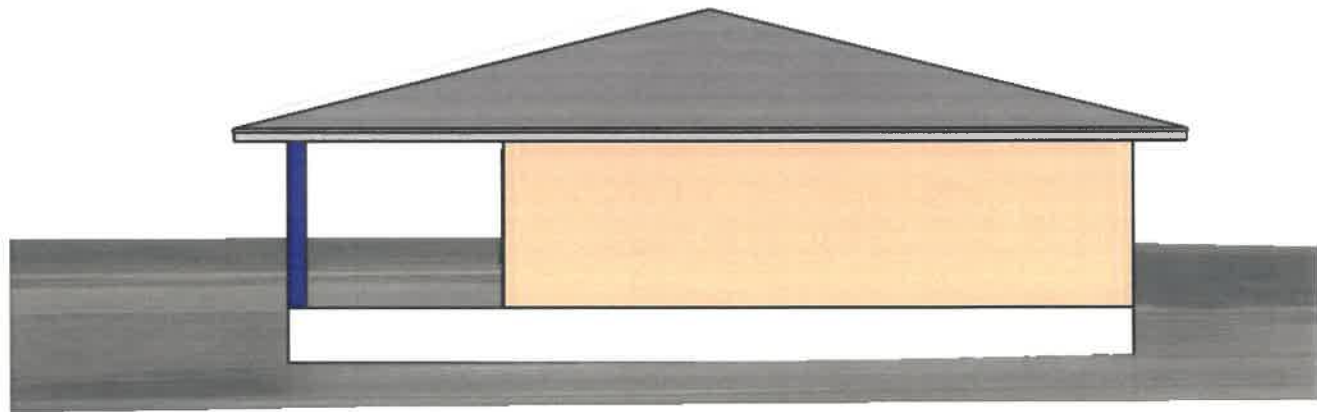
Document Date: 09.04.2023	
Document Phase: Permit Drawings	
rev.	date remark
	09.04.2023

Drawn by
ADPL CONSULTING LLC
423 Arroyo Escondido, CA
92014, USA
+1-224-231-7871

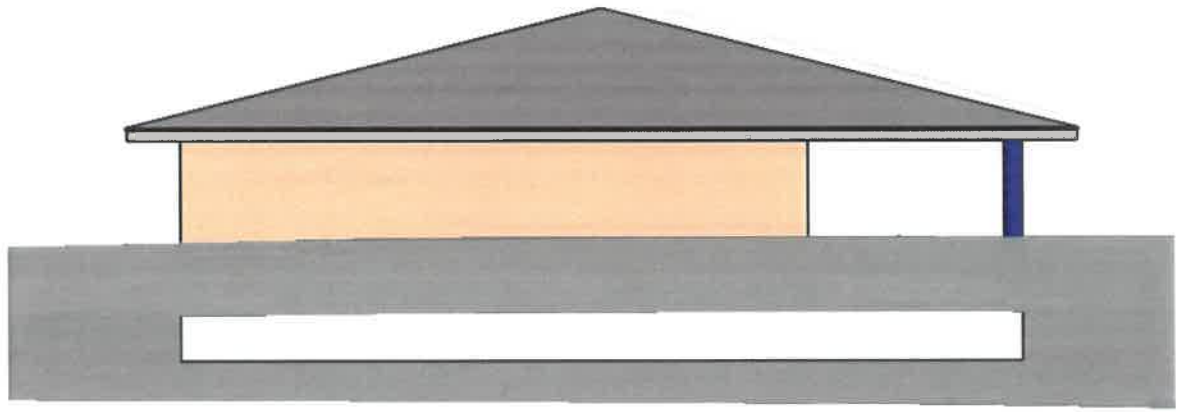
A 1



A 2	Front Elevation
1	Scale - 3/32" = 1'-0"



A 2	Right Elevation
2	Scale - 3/32" = 1'-0"



A 2	Left Elevation
3	Scale - 3/32" = 1'-0"

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Document Date: 09.04.2023
Document Phase: Permit Drawings
rev. date remark
09.04.2023

Drawn by
ADPL CONSULTING LLC
403 Apple Ln Schaumburg IL
60194 USA
+1-224-421-7971

A 1



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 deparatment 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:	12/11/2023
Order Number:	9622624
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	46.0000
Height in Inches:	3.8200

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	12/20/2023 - 12/20/2023	Govt Public Notices
LEE dailycommercial.com	1	12/20/2023 - 12/20/2023	Govt Public Notices

Order Confirmation Amount	\$82.68
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LEGAL NOTICE

On Thursday, January 4, 2024 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, January 9, 2024 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

Daily Commercial
December 20, 2023

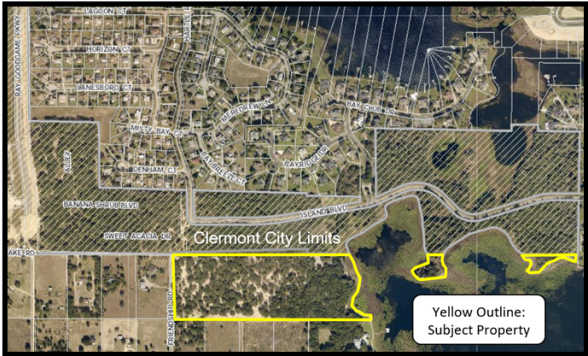
9622624 12/20/23



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 9, 2024		
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. 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.

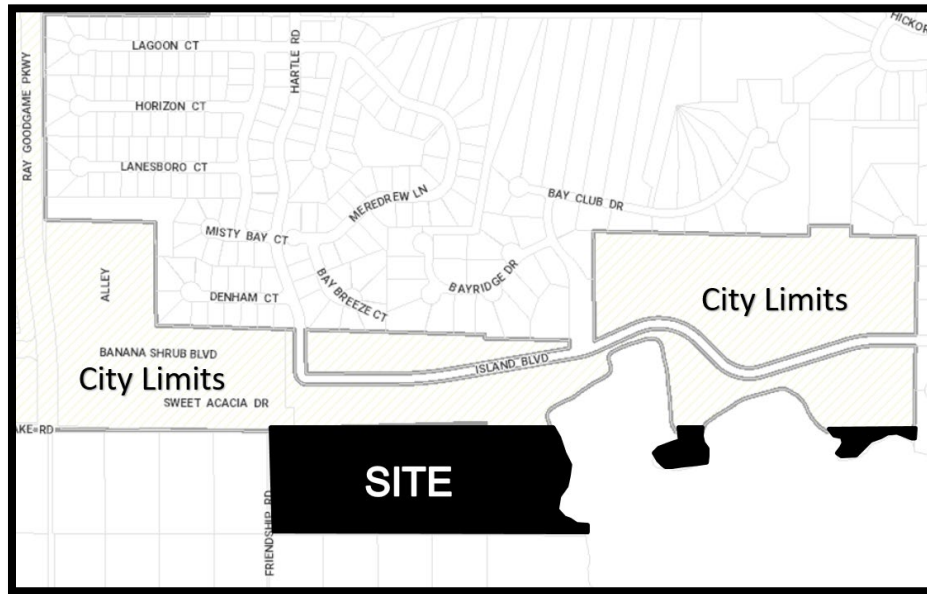
ALSO: BEGIN AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 35, TOWNSHIP 22 SOUTH, RANGE 26 EAST, RUN THENCE WEST ALONG THE MID-SECTION LINE 1304.75 FEET, THENCE NORTH 8.3 FEET, THENCE EAST TO A POINT 50.25 FEET NORTH OF THE POINT OF BEGINNING, THENCE SOUTH TO THE POINT OF BEGINNING.

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

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.

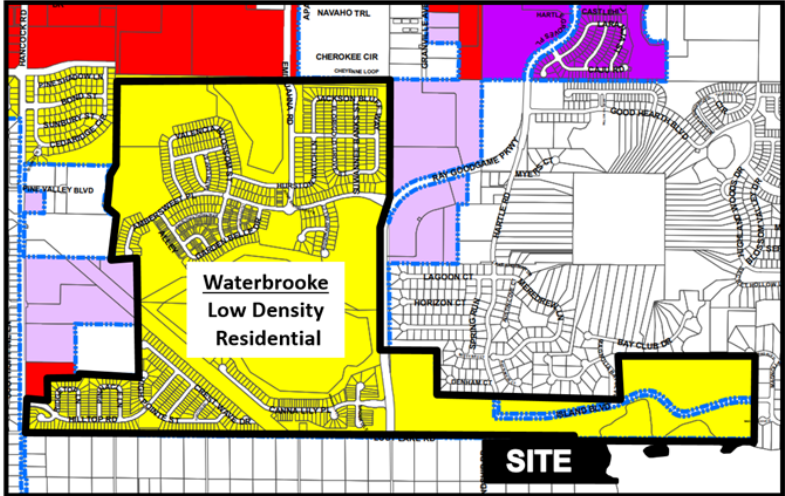
Tracy Ackroyd Howe, MMC
City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, January 9, 2024		
Agenda Item Name		
Ordinance No. 2023-030 <i>Final 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. Ad_SSCP Waterbrooke Ph 7 - Legal Ad SSCP	Ad_SSCP Waterbrooke Ph 7 - Legal Ad SSCP.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

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.

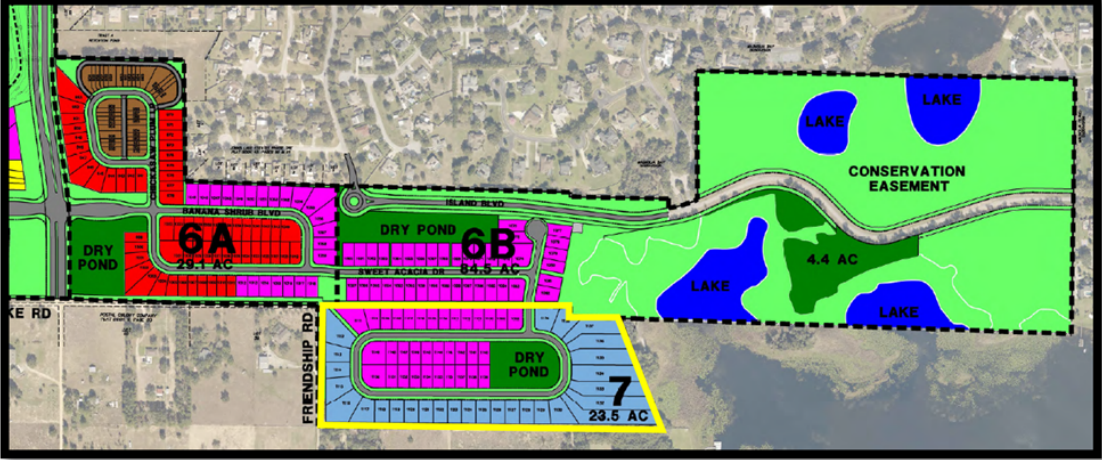
Tracy Ackroyd Howe, MMC
City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date	
Tuesday, January 9, 2024	
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.	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:

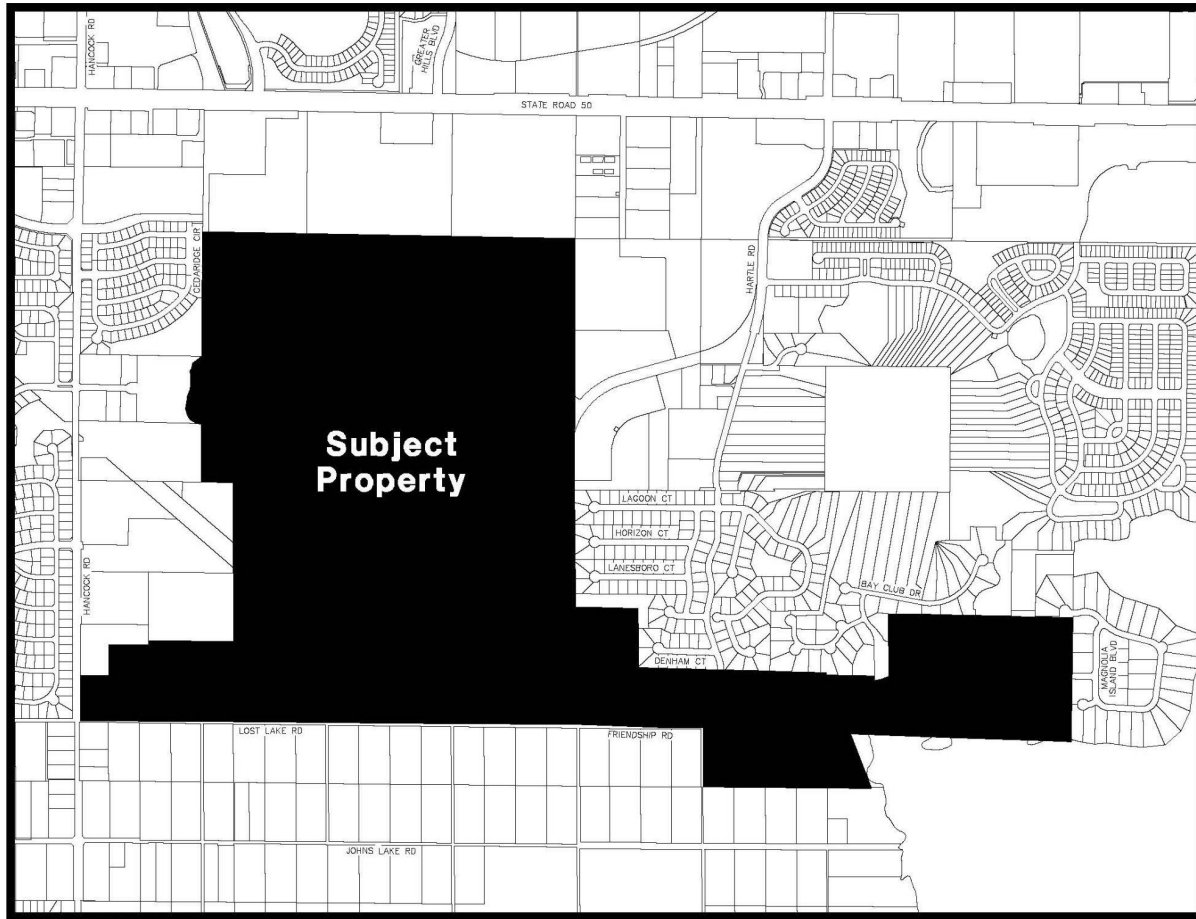
COMMENCE AT THE WEST 1/4 CORNER OF SECTION 34, TOWNSHIP 22 SOUTH, RANGE 26 EAST, THENCE RUN N00°05'36"W ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 34, A DISTANCE OF 475.28 FEET TO THE INTERSECTION OF THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 34 AND THE WESTERLY EXTENSION OF THE CENTERLINE 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.

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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
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- 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
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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

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, January 9, 2024		
Agenda Item Name		
Ordinance No. 2023-032 <i>Final</i> <i>LDC - Tree Removal & Replacement</i>		
Requested Action		
Recommend approval of Ordinance 2023-032		
Staff Report		
<i>This item was Tabled from the November 29, 2023 City Council meeting.</i> 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>On 1/4/24 Planning and Zoning recommended adding language to specify what landscaping would be defined as. Staff would recommend: Landscaping will include, trees, shrubs, plants and materials needed to secure the health of the newly planted material. This would include: irrigation, mulch, and soil amendments. The Planning and Zoning Commission recommended approval 7-0.</i>		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ord. 2023-032	Ord. 2023-032 .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 January 4, 2024, 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.

CITY OF CLERMONT
ORDINANCE NO. 2023-032

- (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:
- (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



CITY OF CLERMONT
ORDINANCE NO. 2023-032

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 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 9th day of January, 2024.

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:	12/11/2023
Order Number:	9621993
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	64.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	12/20/2023 - 12/20/2023	Govt Public Notices
LEE dailycommercial.com	1	12/20/2023 - 12/20/2023	Govt Public Notices

Order Confirmation Amount	\$111.12
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Ad Preview

LEGAL NOTICE

On Thursday, January 4, 2024 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 the City Council on Tuesday, January 9, 2024 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

#9621993 12/20/23



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 9, 2024		
Agenda Item Name		
Citizen Request		
Requested Action		
Staff Report		
Anthony Grove submitted the attached agenda item request form to discuss extending time for public comments from 3 to 5 minutes.		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Grove Item Request	Grove Item Request.pdf	
2. LH - Sadie Ridge Road - Clermont City Counsel Meeting 01092024 - Agenda Item	LH - Sadie Ridge Road - Clermont City Counsel Meeting 01092024 - Agenda Item.pdf	



CITY OF CLERMONT

685 W. Montrose St.
Clermont, FL 34711
(352) 241-7331

AGENDA ITEM REQUEST FORM

Complete Submissions Required:

This form shall be used to request that an item be placed on a City Council agenda for review and possible action. If the request is made by a City Council Member, it shall be placed on an agenda by the City Manager at the next available Council meeting. If the request is made by a citizen, the City Manager shall review the request and determine if presentation to the City Council as an agenda item is in the best interest of the City. If the City Manager rejects the request, then the citizen may present the request to the City Council at a regularly scheduled council meeting for approval to be placed on a future agenda.

This form must be filed and complete to have an item placed on the City Council Agenda for consideration. Request forms and documentation must be complete and received by the City Clerk's Office no later than 12:00 p.m. (noon) on the Friday seven (7) business days prior to the Regular Council meeting in order to be placed on that meeting's agenda. The item may be placed on a workshop or special council meeting agenda if deemed appropriate by the City Manager. Per Resolution 2021-003R, citizen requests shall be limited to 15 minutes. Only completed request forms are considered for placement on the agenda.

Regular Council meetings are held on the second and fourth Tuesday of the month at 6:30 p.m. in the Council Chambers at City Hall unless otherwise noticed.

I am a: ☒ Citizen ☐ Council Member

Requestor: ANTHONY C GRAYE

PRINTED NAME

Date Submitted: 12-6-2023

Address: 1105 SADIE RIDGE RD
CLERMONT FL 34715-0069

Preferred contact: ☒ Cell 206-541-9580 ☐ Work phone _____
☐ E-mail _____ ☐ Fax _____

I respectfully request the below item be placed on the 1-9-2024 (Date) Agenda for City Council consideration.

- 1) Describe Item to be considered and area of City involved, if any: EXTENDING TIME FOR PUBLIC COMMENTS TO FIVE MINUTES
- 2) Executive Summary of Item and Action sought by Council: MANY CITIZENS RUN SHORT OF TIME TO PRESENT THEIR VIEWS WITH ONLY THREE MINUTES. THE AGENDA ITEM WOULD EXTEND THE TIME TO FIVE MINUTES TO ALLOW CITIZENS MORE ABILITY TO EXPRESS THEIR VIEWS WITHOUT BEING RUSHED
- 3) Will your item have supporting documents? Yes No — If so, how many pages? 2

ADMIN / OFFICIAL USE ONLY:

Consent Item: ☐ Yes ☐ No

Any Prior City Council Action: ☐ Yes ☐ No

Agenda Date Assignment: _____

Projected Future City Council Action: _____

Fiscal Impact: _____

Staff Recommendation on this Requested Item:

City Manager's Office ☐ Yes ☐ No ☐ NA
City Attorney's Office ☐ Yes ☐ No ☐ NA
City Clerk's Office ☐ Yes ☐ No ☐ NA
Finance Department ☐ Yes ☐ No ☐ NA
OTHER _____ ☐ Yes ☐ No ☐ NA

Public Services ☐ Yes ☐ No ☐ NA

Staff Comments: _____

Anticipated Time Necessary for Item: _____

TRACKING:

Received by City Clerk: _____ Staff Initial _____

Administratively Complete: _____ Staff Initial _____

Date of Agenda Placed for Consideration: _____ Staff Initial _____

Council Action Taken _____ on _____
Yes No NA

SIGNATURE – City Clerk's Office

Anthony C. Grove

acgrove@mail.com

(205) 541-9580

Lonna L. Grove

lhollingshead01@gmail.com

(305) 401-3104

1105 Sadie Ridge Road
Clermont FL 34715-0069

Married November 4, 2023

Tuesday January 9, 2024 6:30 PM Public Meeting – AGENDA ITEM

Mayor, City Council and Citizens of Clermont,

Tonight I will ask our City Council to consider adding time to each of the speakers during the public comments.

At the core of our society is the Constitution. The first ten amendments of the Constitution are known as The Bill of Rights. The very first amendment is the right of free expression and right to speak out against government without fear of retaliation. We often refer to this very first amendment to be "free speech".

Most scholars believe that the right of free expression being the very first of the ten amendments is not a coincidence. The right of free expression and free speech is the ensemble of our way of life.

The opportunity and privilege to voice our positions to those in a government role, whether elected, appointed or employed, is one that is cherished. Our human history is stained with regimes, both past and present, which silence those who dare utter a word of criticism or change to those regimes.

Human history is stained with the death of people who made their opposition against government known. For those who perished, they never enjoyed the freedom that we have in this great nation. As I think about all of the lives lost, it makes me sad.

Tonight I will ask City Council to make a change to the current Resolution. Before considering the request, let's hear what others have said about our First Amendment.

Consider the words of Frederick Douglass, activist and author:

"No right was deemed by the fathers of the government more sacred than the right of speech. It was in their eyes, as in the eyes of all thoughtful men, the great moral renovator of society and government."

Consider the words of Anthony Kennedy, US Supreme Court:

"The First Amendment is often inconvenient. But that is beside the point. Inconvenience does not absolve the government of its obligation to tolerate speech."

Consider the words of Winston Churchill, British Politician:

"Everyone is in favor of free speech. Hardly a day passes without its being extolled, but some people's idea of it is that they are free to say what they like, but if anyone says anything back, that is an outrage."

And now consider the words of The Reverend Martin Luther King Jr.:

"But somewhere I read of the freedom of assembly. Somewhere I read of the freedom of speech. Somewhere I read of the freedom of press. Somewhere I read that the greatness of America is the right to protest for right."

Any limitation of the First Amendment compromises our ability to express our views, beliefs and criticisms of government. While consideration must be made to time, the current limit of three minutes is inadequate for those who wish to express their messages. Often the dialogue at the meetings would be better understood and heard by the public if the time were less compressed.

In my own experience, I must rehearse my presentation several times to come in under three minutes. I am forced to leave some of the key points behind in order to stay within the three minute limit. I have also witnessed those that go over time struggle to close their message after the three minute signal is heard.

Adding two minutes to the current time allotted to the people during Public Comments will enhance the ability to express ideas and will not substantially add to the total time allotted to Public Comments. Even if ten people wish to be heard, you would entertain a total of 50 minutes, compared to 30 minutes with the current resolution.

It is my request that this City Council amend the Resolution to extend the time for each speaker to be permitted five minutes to address the Council.

Thank you.

Yours truly,



Anthony C. Grove
Property Owner and Taxpayer

Yours truly,

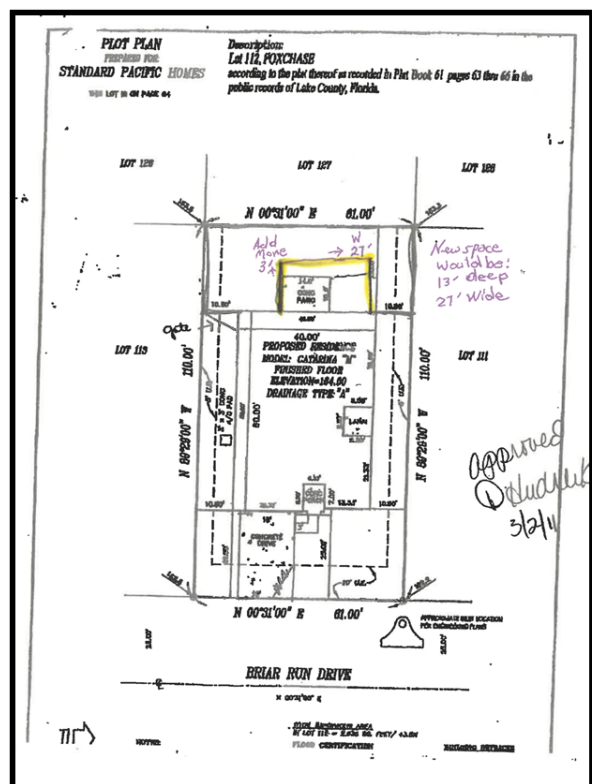


Lonna L. Grove
Property Owner and Taxpayer

AGENDA ITEM

Meeting Date	
Tuesday, January 9, 2024	
Agenda Item Name	
Variance Request 3635 Briar Run Drive	
Requested Action	
Recommend approval of requested variance.	
Staff Report	

The property owner, Patricia Williams, is requesting a variance to the Land Development Code (LDC), Section 125-168, for property located at 3635 Briar Run Drive. The variance request is to allow for a 12-foot rear yard setback instead of 25 feet as required by the Land Development Code, Section 125-168. The property is zoned R-1, Single Family Medium Density Residential. The subject parcel is located in the Foxchase Subdivision. The owner is requesting the variance to allow for the construction of a 13-foot deep x 27 foot-wide addition to the existing structure. The applicant indicates the proposed room addition would allow for the extra living space needed to care for her disabled child.



The property currently has an existing 10x14 foot concrete slab, which the owner would like to extend 3 feet deep and 13 feet wide to allow for the new room addition that will be located in the rear yard setback of the home. The proposed building addition would be designed and constructed in a manner that is similar to the primary structure with an architectural roof. The new room would increase the impervious surface ratio, but the entire lot still meets the minimum requirements of the code. The applicant indicates that her variance request can meet the general criteria for a severe hardship, because the additional space would allow her to provide adequate and sufficient care

for her disabled child, who requires 24-hour care. The Foxchase Homeowners Association has approved the proposed building addition, and the applicant has also provided letters of no-objections from the adjacent property owners that could be impacted by the variance.

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 meets a positive finding on all five of the review criteria. Therefore, staff recommends approval of the variance request.

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- 3635 Briar Run Drive VAR	New 101-246 Review Criteria- 3635 Briar Run Drive VAR.pdf
2.	LOCATION MAP	LOCATION MAP.pdf
3.	New Survey	New Survey.pdf
4.	Permission Form	Permission Form.pdf
5.	03_Permission Form	03_Permission Form.pdf
6.	Application	Application.pdf
7.	Legal Ad	Legal Ad.pdf

3635 Briar Run Drive 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 of negatively impact the standard of living of the citizens of the city;
Applicant response: *No variance will not interfere with neighbors’ property.*

Staff comments: *The applicant is requesting to extend an existing out door concrete slab into an enclosed 13’x27’ enclosed addition to the home. The proposed addition will increase the impervious surface ratio of the property but will not be over the maximum permitted. The addition will be used to care for a sick relative and should not interfere with the reasonable enjoyment of adjacent property owners.*

Positive 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: *Variance will not be out of character or compliance with other properties.*

Staff comments: *The variance request is not out of character with other properties in the same zoning category.*

Positive Finding

- (3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance was denied;
Applicant response: *The variance would not interfere with the city’s objective or benefits.*

Staff comments: *The proposed addition to the home will not further any city objective and will be designed similar to the primary structure.*

Positive Finding

- (4) The granting of the variance is consistent with the city’s comprehensive plan;
Applicant response: *Need three feet added to depth of property which increases it from 10 feet to 13 feet for additional space to care for my daughter at home.*

Staff comments: *The requested variance is not in conflict with the Clermont Comprehensive Plan goals, objective 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;

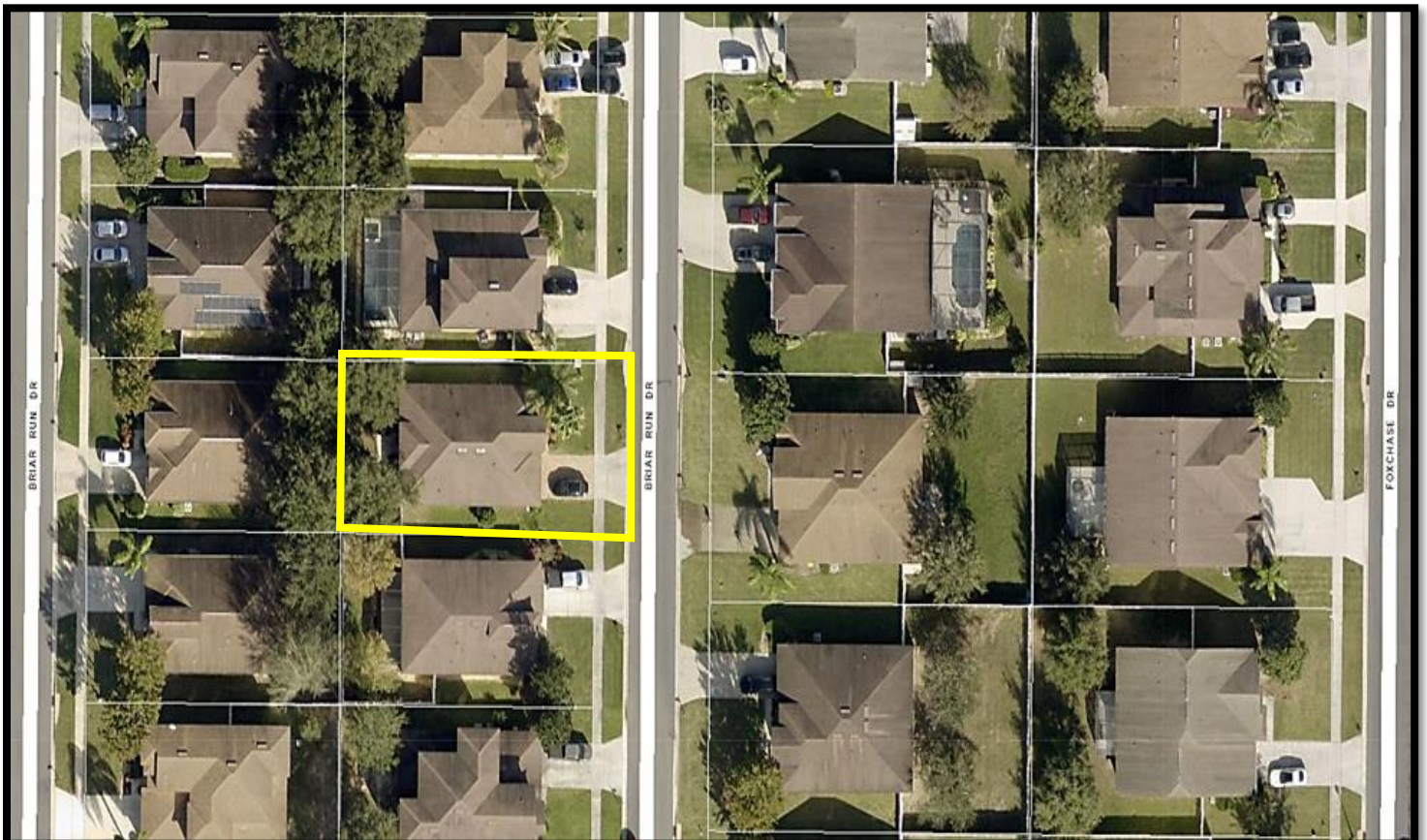
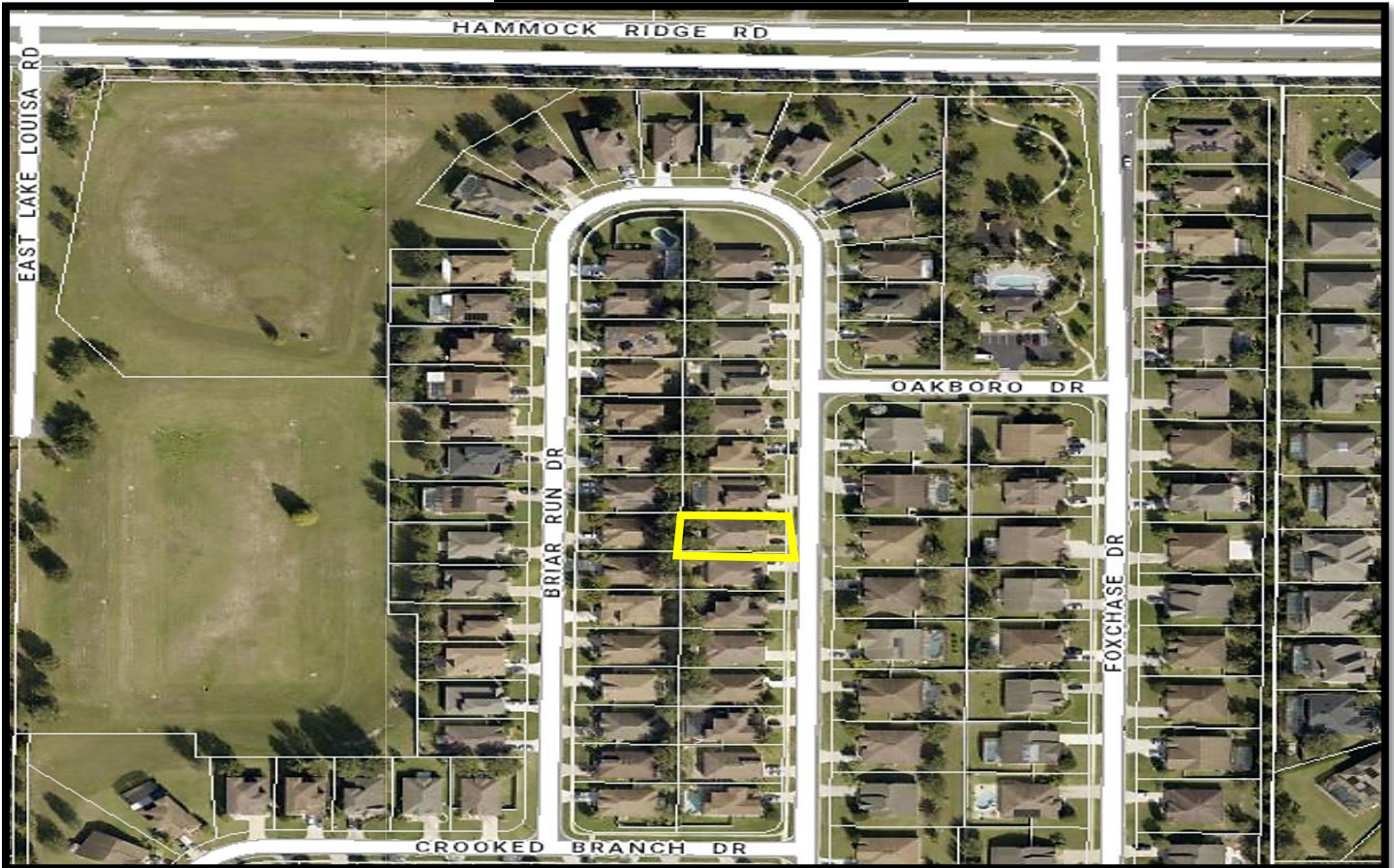
Applicant response: *The variance requested is the minimum variance needed to make reasonable use of the property.*

Staff comments: The requested variance will allow or reasonable use of the property. The benefit to the homeowner that would be achieved by granting the variance would outweigh the benefits under this criteria if the variance was denied.

Positive 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 meet a positive finding on the five Review Criteria and Findings. Therefore, staff recommends approval of the variance request to the Land Development Code.

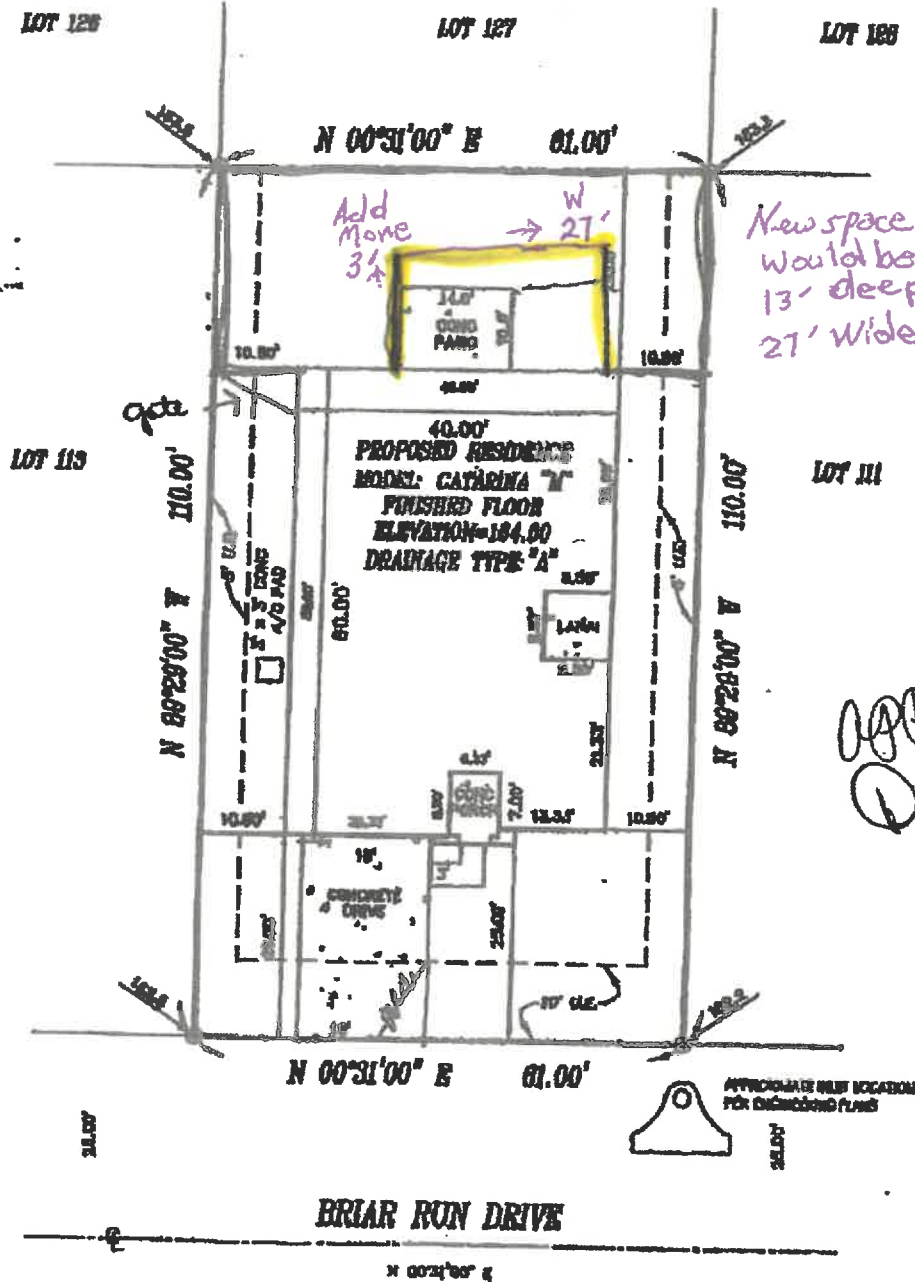
LOCATION MAP



PLOT PLAN
PREPARED FOR:
STANDARD PACIFIC HOMES

THIS LOT IS ON PAGE 04

Description:
Lot 112, FOXCHASE
according to the plat thereof as recorded in Plat Book 61 pages 63 thru 66 in the public records of Lake County, Florida.



Approved
D. D. D. D.
3/2/11

NOTE: AREA OF LOT 112 = 2.525 AC. (107,717 sq. ft.)

FLOOD CERTIFICATION

REMARKS: SETBACKS

Permission Form For Room Addition

From: Patricia L. Williams
3635 Briar Run Drive
Clermont, FL 34711

Phone: (352)708-5448
Email: joepatriciawilliams@yahoo.com

To: My Neighbors:

I plan to add a 27ft by 13ft addition room to the rear of my property. This would afford me to have the space to give my daughter, Renee Williams, the opportunity to live in my home with professional health care assistance.

Due to a previous brain injury, Renee currently resides in a Nursing Home which has been inconsistent and unprofessional regarding Renee's care. Renee has told me she wants to live with me in my home.

This Permission/Approval Form is a requirement from the City of Clermont Building Services to see if there are any objections from my neighbors on either side of my property to build this addition.

Joe Dando

Neighbor's First & Last Name

3631 Briar Run Drive
Clermont, Florida 34711

386-329-7851

Phone Number

Please Indicate Approval:

YES ☒ NO ☐

Date: 11-12-23

Neighbor's First & Last Name

3639 Briar Run Drive
Clermont, Florida

Phone Number

Please Indicate Approval:

YES ☐ NO ☐

Date: _____

Permission Form For Room Addition

From: Patricia L. Williams
3635 Briar Run Drive
Clermont, FL 34711

Phone: (352)708-5448
Email: joepatriciawilliams@yahoo.com

To: My Neighbors:

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Joe Dando

Neighbor's First & Last Name

3631 Briar Run Drive
Clermont, Florida 34711

386-329-7851

Phone Number

Please Indicate Approval:

YES ☒ NO ☐

Date: 11-12-23

Neighbor's First & Last Name

3639 Briar Run Drive
Clermont, Florida

Phone Number

Please Indicate Approval:

YES ☐ NO ☐

Date: _____



CITY OF CLERMONT
VARIANCE
APPLICATION

DATE <u>November 17, 2023</u>		FEE: <u>\$300.00</u>	
Project Name (if applicable)			
Applicant <u>Patricia L Williams</u>			
Contact Person <u>Same</u>			
Address <u>3635 Briar Run Drive</u>		City <u>Clermont</u>	State <u>FL</u>
Telephone <u>(352) 708-5448</u>		Zip <u>34711</u>	
Fax			
Email <u>joe.patricia.williams@yahoo.com</u>			
OWNER INFORMATION ☒ (Check box if information is same as Applicant)			
Owner's Name <u>Same</u>			
Owner Address <u>Same</u>		City	State
Telephone <u>Same</u>		Zip	
Email			
PROPERTY INFORMATION			
Address of Subject Property <u>3635 Briar Run Drive</u>		City <u>Clermont</u>	State <u>FL</u>
General Location <u>Foxchase Subdivision</u>		Zip <u>34711</u>	
Legal Description & Alternate Key (include copy of survey)			
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:

City of Clermont, FL

What are you proposing to do that would require a variance and why?

Need extra 3ft depth in order to build an addition to the rear of my property which is beyond your variance. Addition would be 13' x 21'.
How does the Code create a hardship?
Need to have room so my daughter who has a brain injury can live with me and have home health care due to unprofessional and negligent care at the nursing home.

The following justifications must be completed for any variance requested:

Variance requested – subject and code section:

To add 3 ft variance depth to present 10 ft, which would make it a depth of 13 ft.

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, variance will not interfere with neighbor's property

- (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;

Yes, variance will not be out of compliance or character with other properties

- (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, the variance would not interfere with the city's objectives or benefits



CITY OF CLERMONT
**VARIANCE
APPLICATION**

- (4) The granting of the variance is consistent with the city's comprehensive plan; and

Need 3ft added to depth of property, which increases it from 10' to 13' for additional space to care for my daughter at home.

- (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.

Yes, this would make reasonable this addition

Patricia L. Williams

Applicant Name (print)

x Patricia L. Williams

Applicant Name (signature)

Patricia L. Williams

Owner Name (print)

x Patricia L. Williams

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

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:	12/18/2023
Order Number:	9645913
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	48.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	01/04/2024 - 01/04/2024	Govt Public Notices
LEE dailycommercial.com	1	01/04/2024 - 01/04/2024	Govt Public Notices

Order Confirmation Amount	\$85.84
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Ad Preview

LEGAL NOTICE

Notice is hereby given that the Clermont City Council will consider a request at a public hearing to be held on Tuesday, January 9, 2024 at 6:30pm for the following variance: To allow for a rear yard setback to be less than the 25 foot minimum requirements for the R-1 Single Family Medium Density Residential Land Development Regulations, Section 125-168, at the following location:

LOCATION

Foxchase Subdivision
3635 Briar Run Drive
(Alternate Key #3863600)

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. 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
City Clerk, MMC

9645913 January 4, 2024



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date	
Tuesday, January 9, 2024	
Agenda Item Name	
Resolution No. 2024-002R <i>Patio Food Truck Park CUP</i>	
Requested Action	
Recommend denial of Resolution No. 2024-002R	
Staff Report	
The applicant is requesting a conditional use permit for a patio food truck park in the Planned Unit Development (PUD) zoning district. The PUD allows C-2 General Commercial permitted uses. Because the codes do not identify the requested use as permitted, Section 125-337 of the Land Development Code requires this type of use only through a conditional use permit. The property is located at 2531 South US Highway 27, and is part of the Clermont Crossing Master Development Plan. The parcel is approximately 2.45 acres. The applicant is proposing an open-air food truck park with up to sixteen (16) food trucks, outdoor seating and live entertainment with operation hours seven days a week. The business hours would be Monday to Thursday' 11:00am to 10pm and Friday to Sunday' 10:00am to 11:00pm; to allow for compliance and consistency with the business hours of the adjacent properties. The applicant has not identified any variance requests for the development.	
	



The property's current zoning is Planned Unit Development with C-2 General Commercial permitted uses. The intent of the C-2 General Commercial is to allow retail, office and indoor restaurant permitted uses. The project layout is proposing an outdoor stage, bar, restrooms and food trucks. The code requires all uses must be conducted within a completely enclosed building. Although the outdoor food truck concept is unique and popular in other jurisdictions, staff has reviewed the application as submitted and finds the use may not be a good fit at the proposed location because of parking issues.

Staff has reviewed the application and has evidence that the proposed use will be detrimental to the health, safety or general welfare of persons residing or working in the vicinity. The use may be considered as intrusive and out of character with the existing development pattern in the area. Therefore, staff recommends denial of the request for an open air food truck business in the C-2 General Commercial zoning district. *The Planning and Zoning Commission recommended approval, 5-2, with the condition that the applicant would have to have parking for the event space at a ratio of 5 parking spaces per 1000 square feet of use.*

Additional Analysis

Fiscal Impact Summary

None.

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

1.	2024-002R- Patio Food Truck CUP (01.05.2024)	2024-002R- Patio Food Truck CUP (01.05.2024).pdf
2.	LOCATION MAP	LOCATION MAP.pdf
3.	Conceptual Plans	Conceptual Plans.pdf
4.	Renderings	Renderings.pdf
5.	04_Survey	04_Survey.pdf
6.	Application	Application.pdf
7.	Legal Ad	Legal Ad.pdf



CITY OF CLERMONT
RESOLUTION NO. 2024-002R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR AN OPEN AIR PATIO FOOD TRUCK PARK IN A PLANNED UNIT DEVELOPMENT ZONING DISTRICT; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida, at a meeting held on January 4, 2024, recommended approval with conditions of this Conditional Use Permit to allow for an open air patio food truck park with entertainment at the following location:

LOCATION:

The Patio Food Truck Park
Vacant parcel located at 2531 US Highway 27
The Clermont Crossings at Steve's Road
(Alternate Key 3877636)

WHEREAS, from the evidence presented at the public hearing and after consideration of the factors set forth in Sec. 86-144 (d) of the Land Development Code, the City Council finds, that: (1) granting the Conditional Use Permit will not adversely affect the officially adopted Comprehensive Plan of the city; (2) Such use will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity; (3) The proposed use will comply with the regulations and conditions specified in the codes for such use; and (4) The proposed use may be considered desirable at the particular location.

WHEREAS, the applicant has applied for a Conditional Use Permit to allow for an open air food truck park establishment to be located in a Planned Unit Development Zoning District, The subject parcel is part of the Clermont Crossings at Steve's Road Master Development Plan (Resolution No. 2010-02);

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 for an open air patio food truck business to be located in a Planned Unit Development zoning district, be granted subject to the following conditions:

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.



CITY OF CLERMONT
RESOLUTION NO. 2024-002R

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.
9. The structure shall be inspected by the City Building Inspector and all building code violations must be corrected prior to the issuance of a Certificate of Occupancy.
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.



CITY OF CLERMONT
RESOLUTION NO. 2024-002R

SECTION 2: LAND USES AND SPECIFIC CONDITIONS

1. This Conditional Use Permit is to allow for an open air patio food truck park establishment. The total event space shall be parked at a ratio of 5 parking spaces per 1000 square feet of event space. Event space includes, but is not limited to all areas, open outdoor areas and enclosed buildings, within the parcel that are not used for landscaping, parking, and travel lanes. The final event space determination shall be made during the Site Review process to ensure the Site is designed to meet all Building, Fire and City Codes. The food trucks will be required to comply with all City Codes and Regulations for grease and waste collection and elimination. The hours of operation will be Monday to Thursday 11:00a.m. to 9p.m. and Friday to Sunday 10:00a.m. to 10:00p.m.; to allow for compliance and consistency with the hours of operation of the surrounding businesses. Any outdoor entertainment will require coordination and approval with the appropriate City of Clermont Departments.
2. The property shall be designed and developed to comply with the Clermont Land Development Regulations and Codes. The preliminary conceptual plan (Exhibit A) 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 Clermont Architectural Design Standards and Land Development Codes.
3. The site may also be used for any permitted use in the Planned Unit Development and C-2 General Commercial zoning district. All uses must adhere to the requirements of the Land Development Code.
4. The applicant is required to provide adequate parking facilities and management to minimize any disruption to the local traffic flow and impacts to the surrounding businesses and adjacent properties. If the parking at the site is deemed to be inadequate, the applicant agrees the City Council, at a public hearing, has the right to amend or revoke the Conditional Use Permit.
5. In the event the operation of the use as authorized herein results in three (3) documented violations of City Code Chapter 34, Article II, "Noise" as may be amended or revised, in any thirty (30) consecutive-day period as verified by staff, this Conditional Use Permit shall be presented to the City Council for consideration of further conditions or revocation of this Conditional Use Permit.

SECTION 3: CONFLICT

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

SECTION 4: SEVERABILITY

If any portion of this Resolution is declared invalid, the invalidated portion shall be severed from the remainder of the Resolution, and the remainder of the Resolution shall continue in full force and effect as if enacted without the invalidated portion, except in cases where such continued validity of the remainder would clearly and without doubt contradict or frustrate the intent of the Resolution as a whole.



CITY OF CLERMONT
RESOLUTION NO. 2024-002R

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. 2024-002R

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 9th day of January, 2024.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit A – Preliminary Conceptual Site Plan



LOCATION MAP



Subject Property Outlined
in Yellow



LEGEND

PROJECT BOUNDARY

UTILITY EASEMENT

FENCE

FOOD TRUCK PARKING

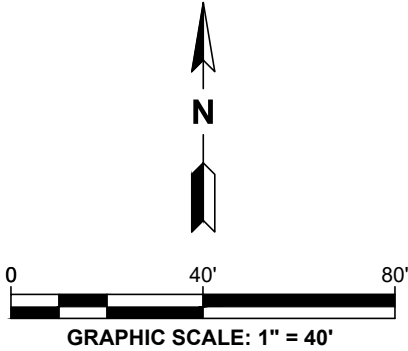
GREEN SPACE

BUILDING FOOTPRINT

ASPHALT

PLAYGROUND

SITE DATA TABLE	
OWNER:	GILL PROPERTIES (US) LP 9 KENVIEW BLVD ONTARIO LGT 5G5
PARCEL NO:	32-22-26-1100-000-008B0
ALTERNATE KEY:	3877636
ZONING JURISDICTION:	CITY OF CLERMONT
ZONING CLASSIFICATION:	PUD - PLANNED UNIT DEVELOPMENT
CURRENT USE:	VACANT
PROPOSED USE:	FOOD TRUCK PARK
PROPERTY AREA:	2.45 AC
PROPOSED BUILDING AREA / TRUCKS:	
STAGE	500 SF
BAR	1,000 SF
RESTROOMS	200 SF
FOOD TRUCKS	16 TRUCK SPACES
PARKING SUMMARY:	
EXISTING	15 SPACES
PROPOSED	62 SPACES
TOTAL PROVIDED	76 SPACES



CULVERENGINEERING

PREPARED FOR:
SALVASERVI
USA LLC

ISSUE DATE: 11/21/2023

REVISION 1:
REVISION 2:
REVISION 3:

CONDITIONAL USE
SITE PLAN

CLERMONT CROSSINGS
FOOD TRUCK PARK

DESIGN: DWG
CHECKED: DWG
PROJECT #: TBD

SHEET:
1 OF 1



LEGEND

PROJECT BOUNDARY

UTILITY EASEMENT

FENCE

FOOD TRUCK PARKING

GREEN SPACE

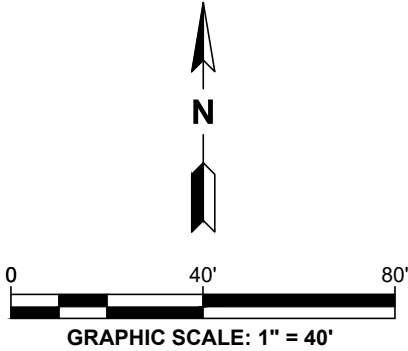
BUILDING FOOTPRINT

ASPHALT

PLAYGROUND

SITE DATA TABLE

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PROPOSED USE:	FOOD TRUCK PARK
PROPERTY AREA:	2.45 AC
PROPOSED BUILDING AREA / TRUCKS:	
STAGE	500 SF
BAR	1,000 SF
RESTROOMS	200 SF
FOOD TRUCKS	16 TRUCK SPACES
PARKING SUMMARY:	
EXISTING	15 SPACES
PROPOSED	43 SPACES
TOTAL PROVIDED	58 SPACES



CULVER

ENGINEERING

PREPARED FOR:

SALVASERVI
USA LLC

ISSUE DATE:

11/09/2023

REVISION 1:

REVISION 2:

REVISION 3:

CONDITIONAL USE
SITE PLAN

CLERMONT CROSSINGS
FOOD TRUCK PARK

DESIGN:

DWC

CHECKED:

DWC

PROJECT #:

TBD

SHEET:

1 OF 1

Page 264

















PATIO

ELEVATIONS













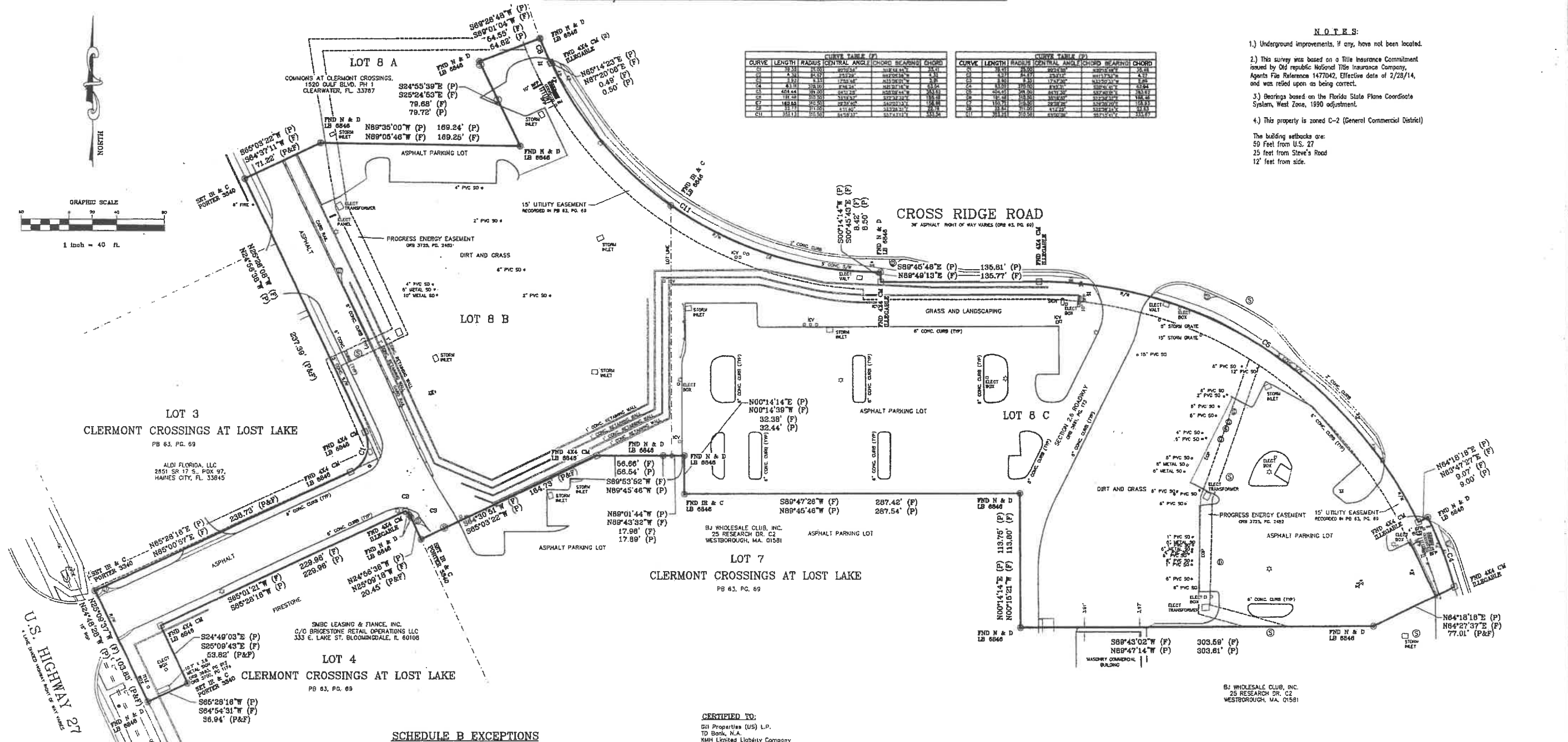








ALTA/ACSM LAND TITLE SURVEY



SCHEDULE B EXCEPTIONS

Title Execution Number	DOCUMENT WITH RECORDING INFORMATION	AFFECT
3.	Plot of Clement crossings at Slave's Road, PB 84, Pg. 9	This property is encumbered by this document, provisions are plotted on the survey.
4.	Plot of Clement crossings of "Lost Lane" PB 83, Pg. 89	This property is encumbered by this document, provisions are plotted on the survey.
5.	Declaration of Easements, Covenants, Conditions and Restrictions, OHS 4266, Pg. 893.	This property is encumbered by this document, provisions are not plotable.
6.	Cross Access Easements and Restrictive Covenant Agreement OHS 3681, Pg. 173.	This property is encumbered by this document, provisions are plotable or plotted on the survey.
7.	Cross Easement OHS 3681, Pg. 812, Modified and Restated OHS 3700, Pg. 1174, and Confirmation Date Agreement, OHS 3650, Pg. 1939.	This property is encumbered by this document, provisions that are plotable are plotted on the survey.
8.	Right of Way Utilization Agreement, OHS 3702, Pg. 1962.	The provisions of the document are for the benefit of this property.
9.	Distribution Easement, OHS 3725, Pg. 2482.	This property is encumbered by this document, provisions are plotted on the survey.
10.	Servient Surfer Facilitator Easement, OHS 3703, Pg. 1132.	It is thought that this property is encumbered by this document, the exact site and location could not be determined.
11.	Declaration of Covenants, Conditions and Cross Access Easements, OHS 3681, Pg. 1058.	This property is not encumbered by this document, provisions are not plotable.

CERTIFIED TO:
Gill Properties (US) L.P.
TD Bank, N.A.
KMH Limited Liability Company
Winderweede, Haines, Ward & Woodman PA
Akermon, LLP
Old Republic National Title Insurance Company

DESCRIPTION: (Provided)

Lots 8B and 8C, CLERMONT CROSSINGS AT STEVE'S ROAD, according to the plat thereof as recorded in Plat Book 54, Page 9, Public Records of Lake County, Florida.

CONTAINING 248,675 SQ. FT. OR 5.66 ACRES ±

This is to certify that this map or plot and the survey on which it is based were made in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys" jointly established and adopted by ALTA and NSPS in 2011, and includes items 1, 2, 3, 4, 6(a), 7(a), 8, 11(a) 13, 14, 16, 18, and 19 of Table A thereof. Pursuant to the accuracy standards as adopted by ALTA and NSPS and in effect on the date of this certification, the undersigned further certifies that in my professional opinion, as a land surveyor registered in the state of Florida, the Relative Positional Accuracy of this survey does not exceed that which is specified therein.

Date of Survey
APRIL 09, 2014

Mark D. Porter Florida Registration #3340

Not valid without the signature of a criminal justice instructor at a Florida licensed agency or institution.

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POSITIONING & SURVEYING
ALL RIGHTS RESERVED

PORTER GEOGRAPHICAL POSITIONING & SURVEYING

5338 US Highway 98 North Lakeland FL 33808
Office: (863) 853-1486 FAX: (863) 840-9881
psurveying@tampabay.rr.com

EQUITY INVESTMENT SERVICES

BOUNDARY SURVEY IN CLERMONT CROSSINGS AT STEVES ROAD
PLAT BOOK 64, PAGE 9, LAKE COUNTY, FLORIDA

DATE:
04/10/14

JOB NO.: D-14-2228.01

REV.
NO.:[illegible]

- L.B. - Unwashed Sandstone
- DOT - Department of Transportation
- OPT - Optical Positioning System
- C.D. - Clay Clay
- B.C. - Concrete Block
- E.O. - Edge of Pavement
- Inv. - Invert
- Ord - Ground
- D - Ditch
- Cont - Concrete
- S/M - Storm Main
- BN - Bench Mark
- FF - Polished Floor Elevations
- Dwn - Downfall
- Inland
- Contingency Sewer Mainhole
- Storm Sewer Mainhole
- Light Pole
- Utility Pole
- Guy Anchor
- Fire-Tire Hydron
- Meter Meter Valve
- Manhole

Right of Way Utilization Agreement, OMB 3702, Pg. 1962	The property.
Distribution Comment, OMB 3725, Pg. 2402.	True property.
Sanitary Sewer Facilities Comment, OMB 3702, Pg. 1132.	It is the document determine.
Declaration of Covenants, Restrictions, and Cross Access Easements, OMB 3631, Pg. 1008.	This property are not.

the document are for the benefit of the	
encumbered by this document, provisions are	
unlawful.	
4. This property is encumbered by the	
said site and location could not be	
not encumbered by this document, provisions	
are	

[illegible]

SCALE:		1" = 40'
TITLE:	INITIALS:	DATE:
ENGINEER		
SURVEYOR	M.D.P.	04/09/
DRAFTER	M.D.P.	04/10/
CHECKED	M.D.P.	04/10/
APPROVED	M.D.P.	04/10/
Field Book 119, Pages 1 ~ 4.		



Salvatore Bottiglieri
Nicoletta Buonaccordo
SALVASERVI USA LLC
735 Oakdale St
Windermere FL, 34786
nbuonaccordo@hotmail.com
321 297 8266 - 407 408 8069
11/14/2023

City of Clermont
Planning and Zoning Commission
City Council
685 West Montrose Street
Clermont, FL 34711

Subject: Conditional Use Permit Application for Food Truck Park at 2531 S Highway 27, Clermont, FL 34711

Dear City of Clermont Planning and Zoning Commission, City Council,

We are writing to formally submit our application for a Conditional Use Permit for the establishment of a Food Truck Park at 2531 S Highway 27, Clermont, FL 34711. The purpose of this letter is to introduce the proposed project and outline its merits in alignment with the zoning regulations and community guidelines. We are excited about the opportunity to contribute to the community and enhance the local culinary scene by establishing a vibrant and welcoming space for food enthusiasts.

The vision for the food truck park is to create a dynamic and family-friendly environment where residents and visitors can enjoy a diverse range of culinary offerings in a communal setting. The location at 2531 S Highway 27 has been chosen with careful consideration to minimize any potential impact on neighboring properties and to comply with all relevant zoning regulations.

Here are some key features and details of the proposed food truck park:

- 1. Community Engagement:** We are committed to actively engaging with the local community to ensure that our food truck park aligns with the needs and preferences of Clermont residents. We plan to host events, tastings, and gather feedback to continuously improve our offerings.
- 2. Aesthetics and Design:** The design of the food truck park will be in harmony with the surrounding environment, featuring landscaping, architectural lighting design, outdoor seating, and aesthetic elements that contribute positively to the neighborhood.

3. **Operating Hours:** We propose operating the food truck park during reasonable hours, taking into consideration the preferences of the community and any applicable regulations. Tentatively, we propose to operate:

Monday to Thursday from 11:00 am to 10:00 pm

Friday, Saturday and Sunday from 10:00 am to 11:00 pm

4. **Parking and Traffic Management:** Adequate parking facilities and traffic management measures will be implemented to minimize any disruption to the local traffic flow and parking availability. It is our intention to work closely with all city departments to ensure all regulations are met.

5. **Health and Safety:** The food truck park will adhere to all health and safety regulations, ensuring that both vendors and patrons can enjoy a clean and secure environment.

We understand the importance of compliance with local zoning regulations and are committed to working closely with the City of Clermont to address any concerns and ensure that the proposed food truck park enhances the community's quality of life.

Enclosed with this letter, please find the completed application form, along with the necessary supporting documents and plans. We are open to scheduling a meeting at your earliest convenience to discuss the application in more detail and address any questions or concerns you may have.

Thank you for your time and consideration. We look forward to the opportunity to contribute positively to the City of Clermont and create a unique and enjoyable space for residents and visitors alike.

Sincerely,

Salvatore Bottiglieri and Nicoletta Buonaccordo

SALVASERVI USA LLC

Enclosures: Application Form, Supporting Documents, Plans



**CITY OF CLERMONT
CONDITIONAL USE PERMIT
APPLICATION**

Date 11/06/2023		FEE: \$845 + cost of advertisement + cost of traffic review (if necessary)	
Project Name (If applicable) PATIO			
Applicant SALVASERVI USA LLC			
Contact Person Salvatore Bottiglieri / Nicoletta Buonaccordo			
Address 735 Oakdale St	City Windermere	State FL	Zip 34786
Telephone 407 408 8069 / 321 297 8266		Fax	
Email mezzoutopia65@gmail.com / nbuonaccordo@hotmail.com			
OWNER INFORMATION ☐ (Check box if owner information is same as applicant)			
Owner's Name Gill Properties US			
Owner Address	City	State	Zip
Telephone		Fax	
PROPERTY INFORMATION			
Address of Subject Property 2531 S HIGHWAY 27	City CLERMONT	State FL	Zip 34711
General Location CLERMONT CROSSINGS AT STEVES ROAD			
Legal Description & Alternate Key (Include copy of survey) CLERMONT CROSSINGS AT STEVE'S ROAD PB 64 PG 9-10 LOT 8B ORB 4479 PG 985			
Land Use (City verification required) PUD			
Zoning (City verification required) COMMERCIAL			



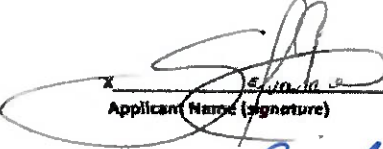
CITY OF CLERMONT
CONDITIONAL USE PERMIT
APPLICATION

Detailed Description of request (What are you proposing to do and why is it appropriate for this location?) Attach additional page if necessary.

SEE ATTACHED DOCUMENT

Salvatore Bottiglieri

Applicant Name (print)


Applicant Name (signature)

DALJIT GILL

Owner Name (print)


Owner Name (signature)

*****NOTICE*****

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

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

5/26/2020



LEGAL DESCRIPTION

CLERMONT CROSSINGS AT STEVE'S ROAD PB 64 PG 9-10 LOT 8B ORB 4479 PG 985



OVERVIEW



MISSION STATEMENT

*“To create an innovative and vibrant culinary hub at **PATIO**, where diverse communities come together to savor high-quality street food, cultivate creativity, and enjoy immersive and enriching entertainment experiences.”*

VISION STATEMENT

*“We envision **PATIO** as the cornerstone of culinary innovation, a place where patrons and food truck operators alike find inspiration, connection, and unforgettable experiences.”*

WHAT DOES PATIO OFFER?

PATIO embodies the spirit of community, creativity, and quality. It serves as a unique gathering place where patrons can savor high-quality street food, fostering connections, unleashing creativity, and indulging in entertainment.

Our project encapsulates the essence of a vibrant, inviting atmosphere that appeals to a wide range of demographics, making it a destination of choice for individuals and groups seeking culinary adventures and memorable experiences. Our commitment to providing excellence and an enjoyable environment extends into multiple activities and events. These encompass a platform for culinary entrepreneurs to thrive. Our offerings include the following:

Food Truck Stations: **PATIO** boasts sixteen vibrant and meticulously designed food truck rental stations. Application process will ensure high standards and legal compliance. These dedicated spaces offer local mobile food operators exceptional opportunities to showcase their culinary prowess and signature dishes. Positioned strategically, these spaces attract a diverse audience of food enthusiasts, providing a platform for food trucks to not only thrive but also expand their customer base significantly. **PATIO's** commitment to supporting culinary entrepreneurs ensures a dynamic and ever evolving food landscape within the park.

Onsite Bar: PATIO features an inviting beer and wine onsite bar, elevating the overall dining and entertainment experience. With exclusive rights to sell an array of both alcoholic and non-alcoholic beverages, the park provides visitors with an unparalleled atmosphere to celebrate, unwind, and create lasting memories. The bar's diverse beverage menu complements the diverse culinary offerings within the park, ensuring that patrons can enjoy their preferred drinks while indulging in a unique and immersive dining experience.

Playground and Open Areas: Green spaces serve as gathering places for community events, fostering a sense of belonging and social cohesion. Playgrounds encourage physical activity, helping children and adults maintain a healthy lifestyle. Green spaces will be designed to be accessible to people of all ages and abilities, promoting inclusivity.

Event Spaces: PATIO offers versatile event spaces, designed to accommodate a wide range of gatherings. Whether it's a private party, corporate function, or community event, this well-appointed venue provides a charming and inviting ambiance. Beyond its practicality, these spaces foster community engagement, adding to the overall enjoyment of each event and local community value. **PATIO's** commitment to offering an exceptional event venue reinforces its role as a hub of community activity. Many events will be open to the public and free of cost:

Live Music Nights:

- Host regular live music events featuring local bands or artists.
- Themed music nights (e.g., classic concerts, jazz, country, Celtic, Hispanic, blues, pop, acoustic) to cater to different tastes.
- Drone Light Shows
- Silent Disco

Food Festivals:

- Themed food festivals, such as a taco festival, BBQ showdown, or international cuisine showcase.
- Food trucks will create special dishes for the event.

Outdoor Movie Nights:

- Set up a large screen for outdoor movie nights.
- Feature food-related films or family-friendly movies.

Food Challenges:

- Create fun and challenging eating competitions.
- Offer prizes for winners and involve the audience in the cheering and excitement.

Themed Nights:

- Designate specific nights for different themes, such as "Bike Night" or "Classic Car Show."
- Encourage food trucks to offer special deals on themed nights.

Family-Friendly Events:

- Host family-oriented events with activities for children, like face painting, balloon animals, games, Circus at the Park, storytime afternoons, art and craft activities, animal encounter series.
- Collaborate with local artists for interactive art stations.

Fitness or Wellness Classes:

- Organize fitness classes in the park, such as yoga or group workouts.
- Partner with local fitness instructors or studios.

Pet-Friendly Days:

- Dedicate certain days as pet-friendly, encouraging visitors to bring their furry friends.
- Provide water stations and perhaps a pet costume contest.

Seasonal Celebrations:

- Plan events around holidays or seasons, like a Halloween costume contest, Easter egg Hunt, Christmas snow fall, 4th of July celebration, St Patrick's Day, Cinco de Mayo Fiesta.
- Decorate the park to match the theme.

Local Market Day:

- Include a market day where local artisans and vendors can showcase their products.
- This adds variety to the park's offerings and supports local businesses.

Community Outreach:

- Partner with local charities or community organizations for fundraising events or awareness campaigns.
- Showcasing community engagement can create a positive impact.

Interactive Games:

- Set up outdoor games like cornhole, Jenga, or board games for visitors to enjoy.
- Organize tournaments with prizes for winners.

Trivia Nights:

- Host trivia nights with local themes.
- Offer discounts or freebies for winners.

Local Artist Showcases:

- Feature local artists, including painters, photographers, or musicians.
- Create a rotating art display within the food truck park.

WHY IS PATIO A GREAT PROPOSAL FOR CLERMONT?

The food service market is a driving force in Florida's economy and is vital to local communities' prosperity. Food trucks have become increasingly popular in Florida due to the state's thriving culinary scene. There are over 45,000 US food truck businesses as of 2023, with 725 businesses in Florida. The thriving foodservice market and the rising popularity of food trucks in Florida present a compelling market opportunity for food truck parks.

Clermont is one of the fastest-growing cities in Central Florida and it has the potential to become a popular and thriving dining destination.

Our project offers the following advantages:

- **PATIO** creates a distinctive culinary hub, offering an extensive variety of high quality street food options that cater to diverse tastes and preferences, and support local entrepreneurs
- **PATIO** actively engage with the local community, forming partnerships and alliances that enhance our reach and impact.

- **PATIO** fosters collaboration among food truck operators, encouraging the exchange of culinary expertise and innovation within our vibrant food park.
- **PATIO** features well-designed event spaces that can be easily tailored to suit the needs of private, corporate, and public events.
- **PATIO** prioritize customer engagement through community-building initiatives.
 - Community experienced management team is agile and responsive, swiftly adapting to market trends and feedback.
- **PATIO** offer competitive rental rates for food truck spaces and market-priced beverages, appealing to both entrepreneurs and budget-conscious patrons. Food trucks will undergo rigorous application process to ensure high quality for customers, offering mentorship opportunity for applicants.
- **PATIO** serves as an innovation hub, fostering creativity and novelty in the food industry through collaboration and experimentation, making it a unique destination that goes beyond traditional dining experience
- **PATIO** is committed to ongoing improvement, ensuring that our offerings, facilities, and customer experiences evolve to meet changing preferences and trends.

WHO ARE PATIO FOUNDERS?

Salvatore Bottiglieri and Nicoletta Buonaccordo are the Co-Owners and Co-Founders of Salvaservi USA LLC. We established the company in 2014, driven by their passion for food, event planning, construction, and real estate. Salvatore Bottiglieri has over thirty-five years of experience in the food industry and a deep understanding of culinary trends and customer preferences. His knowledge and connections within the food truck community have been instrumental in shaping the concept of **PATIO**.

Nicoletta Buonaccordo, on the other hand, is a versatile entrepreneur and business professional with over thirty years of solid and progressive experience across several fields. These include roles as a restaurant owner, event planner, real estate agent and marketing executive. Nicoletta holds a Master's Degree in History of the Americas and a Bachelor Degree in Mass Communications from Universidad Católica Andrés Bello. She also has a Real Estate Sales Associate License from Central Florida Real Estate Careers and is fluent in Italian, Spanish, and English, which helps the company navigate business dealings with diverse populations. She is recognized for her excellent organizational, customer service, and time management skills. Her knowledge and skills in real estate sales and event planning have especially been beneficial to the company. Her background in construction and real estate allows her to effectively oversee the development and renovation of the food park, ensuring it meets high standards of functionality and aesthetics.

Together, Salvatore and Nicoletta have synergized their skills and experiences to create **PATIO**. In this vibrant community park, people can enjoy high-quality street food; engage in exciting events, and build meaningful connections. Their vision is to provide a unique and enjoyable experience for food truck operators and customers, making **PATIO** a beloved destination for food enthusiasts and event-goers.

Their dedication and passion drive the company's success, and they aim to create a warm and inviting space that fosters lasting memories and a sense of community.



CONCEPTUAL PLAN



Two comprehensive conceptual plans have been diligently formulated and submitted for consideration. These proposals aim to provide viable options to zoning authorities, planning department, and the city council, facilitating a nuanced evaluation of potential courses of action. Each plan is meticulously crafted to align with the city's overarching goals, promoting sustainable growth, improved infrastructure, and enhanced community well-being. By presenting a variety of conceptual approaches, this initiative not only underscores a commitment to flexibility and adaptability but also underscores a dedication to compliance with local regulations. The objective is to furnish decision-makers with a well-informed array of alternatives, enabling them to select the most judicious and advantageous strategy for approving the project. Ultimately, this process seeks to contribute positively to the city's development while ensuring strict adherence to regulatory guidelines, thereby fostering a harmonious integration of progress and compliance.





ADDITIONAL DOCUMENTS

PROPERTY RECORD CARD

General Information

Name:	GILL PROPERTIES (US) LP	Alternate Key:	3877636
Mailing Address:	9 KENVIEW BLVD BRAMPTON ONTARIO LGT 5G5 Update Mailing Address	Parcel Number: ⓘ	32-22-26-1100-000-008B0
		Millage Group and City:	000C Clermont
		2023 Total Certified Millage Rate:	17.3304
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	2531 US HIGHWAY 27 CLERMONT FL, 34711	Property Name:	-- Submit Property Name ⓘ
		School Information:	School Locator & Bus Stop Map ⓘ School Boundary Maps ⓘ
Property Description:	CLERMONT CROSSINGS AT STEVE'S ROAD PB 64 PG 9-10 LOT 8B ORB 4479 PG 985		

NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT COMMERCIAL (1000)	0	0		106722.000	Square Feet	\$0.00	\$639,211.00

[Click here for Zoning Info](#) 
[Map](#)

[FEMA Flood](#)

Miscellaneous Improvements

There is no improvement information to display.

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
4479 / 985	05/2014	Warranty Deed	Unqualified	Vacant	\$532,500.00
Click here to search for mortgages, liens, and other legal documents. 					

Values and Estimated Ad Valorem Taxes

Values shown below are 2024 WORKING VALUES that are subject to change until certified.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$639,211	\$623,900	\$623,900	5.0364	\$3,142.21
SCHOOL BOARD STATE	\$639,211	\$639,211	\$639,211	3.2080	\$2,050.59
SCHOOL BOARD LOCAL	\$639,211	\$639,211	\$639,211	2.9980	\$1,916.35
LAKE COUNTY WATER AUTHORITY	\$639,211	\$623,900	\$623,900	0.2940	\$183.43
ST JOHNS RIVER FL WATER MGMT DIST	\$639,211	\$623,900	\$623,900	0.1793	\$111.87
CITY OF CLERMONT	\$639,211	\$623,900	\$623,900	5.0600	\$3,156.93

LAKE COUNTY MSTU AMBULANCE	\$639,211	\$623,900	\$623,900	0.4629	\$288.80
LAKE COUNTY VOTED DEBT SERVICE	\$639,211	\$623,900	\$623,900	0.0918	\$57.27
				Total: 17.3304	Total: \$10,907.45

Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

Homestead Exemption (first exemption up to \$25,000)	Learn More View the Law
Additional Homestead Exemption (up to an additional \$25,000)	Learn More View the Law
Limited Income Senior Exemption (applied to county millage - up to \$50,000)	Learn More View the Law
Limited Income Senior Exemption (applied to city millage - up to \$25,000) ⓘ	Learn More View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More View the Law
Widow / Widower Exemption (up to \$5,000)	Learn More View the Law
Blind Exemption (up to \$500)	Learn More View the Law
Disability Exemption (up to \$5,000)	Learn More View the Law
Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Disability Exemption (\$5,000)	Learn More View the Law
Veteran's Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Combat Related Disability Exemption (amount varies)	Learn More View the Law
Deployed Servicemember Exemption (amount varies)	Learn More View the Law
First Responder Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Surviving Spouse of First Responder Exemption (amount varies)	Learn More View the Law
Conservation Exemption (amount varies)	Learn More View the Law

Tangible Personal Property Exemption (up to \$25,000)

[Learn More](#) [View the Law](#)

Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)

[Learn More](#) [View the Law](#)

Economic Development Exemption

[Learn More](#) [View the Law](#)

Government Exemption (amount varies)

[Learn More](#) [View the Law](#)

NOTE: Information on this Property Record Card is compiled and used by the Lake County Property Appraiser for the sole purpose of ad valorem property tax assessment administration in accordance with the Florida Constitution, Statutes, and Administrative Code. The Lake County Property Appraiser makes no representations or warranties regarding the completeness and accuracy of the data herein, its use or interpretation, the fee or beneficial/equitable title ownership or encumbrances of the property, and assumes no liability associated with its use or misuse. See the posted [Site Notice](#).

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Property data updated nightly.

Site Notice

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:	12/15/2023
Order Number:	9633587
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	48.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	2	12/22/2023 - 01/04/2024	Govt Public Notices
LEE dailycommercial.com	2	12/22/2023 - 01/04/2024	Govt Public Notices

Order Confirmation Amount

\$150.16

Ad Preview

LEGAL NOTICE

On Thursday, January 4, 2024 at 6:30 PM, the Clermont Planning & Zoning Commission will consider a request for a Conditional Use Permit (2024-002R), to allow for a Patio Food Truck Park at 2531 S. Highway 27, located in the Clermont Crossing at Lost Lake Planned Unit Development (PUD) zoning district. The final public hearing for the request will be heard by the Clermont City Council on Tuesday, January 9, 2024 at 6:30 PM.

LOCATION

Vacant parcel located at 2531 US
Highway 27
Clermont Crossings at Steve's Road
(Alternate Key # 3877636)

A complete legal description may be obtained in the Development Services Department located at 685 W. Montrose Street, Clermont, FL 34711.

All public meetings are held at the Clermont City Hall, Council Chambers located at 685 West Montrose Street, Clermont, FL.

All interested parties will be given an opportunity to express their views on this matter.

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC
City Clerk

L9633587 12/22/2023 1/4/2024

**AGENDA ITEM**

Meeting Date	
Tuesday, January 9, 2024	
Agenda Item Name	
Resolution No. 2024-005R <i>Fee Schedule Amendment</i>	
Requested Action	
Staff Report	
Clermont Building Services recently completed a user fee study to evaluate their existing permit fee structure. The contract was awarded based on a request for proposal (RFP) to Willdan financial Services. During their process, the Fire Department made a request to evaluate the user fees associated with fire related permits. The decision was made to piggyback Building Services contract and continue services with Willdan Financial Services. Willdan Financial Services evaluated fees associated with permitted fire inspections. The recommended adjustments consider time on task for inspections, plans review and other activities associated with inspections. The study had five principal goals to assist staff in determining the full cost of services provided for each permit category. • Developing a rational basis for setting fees • Identifying subsidy amounts, if applicable, of each fee in the model • Enhancing fairness and equality • Ensuring compliance with State law • Developing an undebatable and comprehensive list of fees • Maintain in accordance with City policies and goals The study identifies existing and potential new fees, fee schedule restructuring, data collection and analysis, orientation and consultation, quality control, communication and presentation, and calculation of individual services and costs or program cost recovery levels. Upon conclusion of their study, Willdan Financial Services is recommending adjustment of the existing fee schedule. These adjustments allow the fire department to recover costs directly attributed to permitted activities. Clermont Fire Department is requesting approval of the fee adjustments to better align the organizational cost with the cost of the permit, minimizing the impact to the general fund. Clermont Fire Department also recommends cost recovery options for Stand By activities, Fire/Medical Training for the public, and expenditures not related to emergency responses, by matching the 2024 Fee Schedule for Lake County. Establishing Fire Rescue User Fees allows the Fire Department to recover expenditures tied to hazardous material incidents, personnel stand by assignments, training for the public, landing helicopters that are not associated with a fire department emergency response, and other expendable items. Clermont Fire Department is requesting the addition of Stand By activities, Fire/Medical Training for the public, and expenditures not related to emergency responses, to allow the opportunity to recover expenditures tied to day-to-day operations.	
Additional Analysis	
Fiscal Impact Summary	

Fiscal Impact		Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)			
1.	2024-005R - Fire Fee amendment (12.18.2023)	2024-005R - Fire Fee amendment (12.18.2023).pdf	
2.	Completed Willdan fee study	Completed Willdan fee study.pdf	
3.	Comparison 2022-2023 Current and Proposed Fee Modification	Comparison 2022-2023 Current and Proposed Fee Modification.xlsx	



CITY OF CLERMONT
RESOLUTION NO. 2024-005R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE FEE SCHEDULE FOR FIRE REVIEW AND INSPECTION SERVICES; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Clermont pursuant to its authority as a municipal corporation under the laws of the State of Florida, has the authority to establish and collect fees for planning and zoning, building services, fire review and inspection services, parks and recreation use, police, city clerk and utility billing; and

WHEREAS, the adoption of fees as set forth herein, is consistent with Clermont City Code Section 101.177, is in the best interest of the citizens of the City of Clermont and the cost effective, efficient, and appropriate operation of the City.

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

SECTION 1.

The City Council does hereby amend the City of Clermont Fee Schedule for Fire Review and Inspection Services (attachment A), with strikethroughs indicating the removal of language and double underlines indicating the addition of language.

SECTION 2.

All fire review and inspection services fees set forth in the Comprehensive Fee Schedule are subject to Federal, State and local sales taxes as applicable.

SECTION 3: CONFLICT

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

SECTION 4: SEVERABILITY

If any portion of this Resolution is declared invalid, the invalidated portion shall be severed from the remainder of the Resolution, and the remainder of the Resolution shall continue in full force and effect as if enacted without the invalidated portion, except in cases where such continued validity of the remainder would clearly and without doubt contradict or frustrate the intent of the Resolution as a whole.



CITY OF CLERMONT
RESOLUTION NO. 2024-005R

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. 2024-005R

DONE AND RESOLVED by the Mayor of the City Council of the City of Clermont, Lake County, Florida, this 9th day of January 2024.

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
Comprehensive Fee Schedule
Effective 10/01/2023**

Section 3 - Fire Review and Inspection Services Fees

Inspection Fees

1.	Reinspection		\$105.00	<u>\$157.00</u>
2.	Fire Life Safety	\$0.013 per Square Foot; \$103 Minimum	<u>\$0.20 per Square Foot; \$154 Minimum \$6,184 Maximum</u>	
3.	Courtesy/Pre-Final		\$105.00	<u>\$157.00</u>
4.	Requested Fire Inspection/Consultation			\$105.00
5.	Food Truck Vendor			\$45 per 6 months
6.	Fire Hydrant Flow Test	1 to 5 hydrants: \$128 Each additional group of 1 to 5 hydrants: \$64 Reinspection per group of 1 to 5 hydrants: \$64	<u>1 to 5 hydrants: \$192 Each additional group of 1 to 5 hydrants: \$96 Reinspection per group of 1 to 5 hydrants: \$96</u>	

Annual or Reoccurring Inspections

7.	Licensure Fire Inspection	\$0.013 per Square Foot; \$103 Minimum	<u>\$0.20 per Square Foot; \$154 Minimum \$6,184 Maximum</u>	
8.	<u>Comprehensive Emergency Management Plan Fire Plan Review and Approval Required for Lake EM</u>	<u>NEW</u>		<u>\$176.00</u>
9.	Hazardous Materials Storage (EPCRA)		\$209.00	<u>\$299.00</u>

Administrative Fees

10.	Modifying Construction Plans After Permit Issuance			\$52.00
11.	Contractor Initial Registration Fee		\$52.00	<u>\$35.00</u>
12.	Change of Primary Contractor			<u>\$85.00</u>
13.	Change of Sub Contractor			\$52.00
14.	Approve or Re-stamp Constructions Plans (After Permit Issuance)		\$52.00	<u>\$85.00</u>

City of Clermont
Comprehensive Fee Schedule
Effective 10/01/2023

Section 3 - Fire Review and Inspection Services Fees

Administrative Fees Continued

15.	Replace Fire Permit	\$6.00	<u>\$10.00</u>
16.	Extensions of Permits - only 90 Day extension may be granted.	13% of original permit fee or \$55; whichever is greater	<u>15% of original permit fee or \$55; whichever is greater</u>
17.	Permit Amendment Fee - other than contractor changes	\$34.00	<u>\$40.00</u>
18.	Resubmittal of Construction Plans	\$85.00	<u>\$88.00</u>
19.	<u>Resubmittal of Construction Plans - Per Page Over 10 Pages</u>	<u>NEW</u>	<u>\$8.00</u>
20.	Special Inspection Fee for after hours, weekend, or holiday.	\$123 for first 2 hours plus \$79 for each additional hour	<u>\$184 for first 2 hours plus \$99 for each additional hour (4 hour minimum)</u>
21.	<u>Fire Expedited Plan Review (when available)</u>	<u>NEW</u>	<u>\$528 for first 4 hours plus \$115 for each additional hour (4 hour minimum)</u>
22.	Customized Reports	\$32 Per Hour; 1 hour Minimum	<u>\$48 Per Hour; 1 hour Minimum</u>
23.	Work without a permit	Double permit fee or \$128; whichever is greater	<u>Double permit fee or \$150; whichever is greater</u>
24.	Multiple False Fire Alarm Fees (Relocated to "Other Fees")	\$100 each in excess of three (3) per quarter.	

Fire Review Fees

25.	<u>All Commercial Building Permit (To include institutional/ Apartments/Warehouses unless listed below)</u>	\$0.013 per Square Foot; \$164 Minimum	<u>\$0.20 per Square Foot; \$176 Minimum</u>
26.	Warehouses: 0 to 400,000 Square Feet	\$0.013 per Square Foot;	
27.	Warehouses: 400,001 + Square Feet	\$0.013 per Square Foot;	
28.	Institutional	\$0.013 per Square Foot;	
29.	Marine	\$0.013 per Square Foot; \$75 Residential or \$150 Commercial Minimum	<u>\$0.18 per Square Foot; or \$176 Minimum</u>
30.	<u>Greenhouse</u>	<u>NEW</u>	<u>\$0.18 per Square Foot; (Minimum Fee \$164)</u>
31.	Other Permit Items (Under Roof or impervious surface)	Commercial - \$150 Minimum	<u>\$0.20 per Square Foot; Commercial - \$176 Minimum</u>
32.	Fire Review Alterations Renovations	One half of the Square Foot rate Commercial - \$150.00 Minimum	<u>One half of the Square Foot rate Commercial - \$176 Minimum</u>
33.	<u>Build out/Remodel - Minimum</u>	<u>NEW</u>	<u>\$176 or One Half of the Square Foot Rate Commercial</u>
33.	Build out/Remodel		\$314.00
34.	Fire Damage/Repair	\$314.00	<u>\$352.00</u>

**City of Clermont
Comprehensive Fee Schedule
Effective 10/01/2023**

Section 3 - Fire Review and Inspection Services Fees

Fire Review Fees Continued

35.	Firewall/Penetration/Damper	\$314.00	<u>\$264.00</u>
36.	Fire Alarm Systems	———— \$0.013 per Square Foot; \$264 Minimum	<u>\$0.018 per Square Foot; \$264 Minimum</u>
37.	Fire Alarm Modification(up to 10 <u>20</u> devices) <u>Includes Fire Alarm System Projects</u>	\$314.00	<u>\$471.00</u> (over the counter included)
38.	Fire Alarm Modification (greater than 10 <u>20</u> devices not to exceed 30)	\$444.00	<u>\$0.18 per Squar Foot</u> <u>\$471 Minimum</u>
39.	Low Voltage/Egress	\$96.00	<u>\$144.00</u>
40.	Hood Suppression/Duct (Hood Light/Smoke)	\$184.00	<u>\$276.00</u>
41.	Fire Sprinkler System	———— \$0.013 per Square Foot; \$348 Minimum	<u>\$0.18 per Square Foot; \$522 Minimum</u>
42.	Fire Sprinkler System Modification (up to 10 <u>20</u> heads) <u>Includes Fire Sprinkler System Projects</u>	\$314.00	\$471.00 (over the counter included)
43.	Fire Sprinkler System Modification (greater than 10 <u>20</u> heads not to exceed 30) (Halon and other specialty systems)	\$444.00	\$0.18 per Square Foot; \$471 Minimum
44.	Fire Sprinkler System Residential	———— \$0.013 per Square Foot; \$82 Minimum	<u>\$0.20 per Square Foot; \$82 Minimum</u>
45.	Fire Suppression (Wet/Dry)	\$209.00	<u>\$313.00</u>
46.	Fire Protection System Plans (Halon and other specialty systems)	\$314.00	<u>\$471.00</u>
47.	Standpipe <u>per Building</u>	\$628.00	<u>\$942 for the first 200 Linear Feet plus \$450 for each additional standpipe</u>
48.	Underground Fire Line (includes line flush, underground hydro, and visual).	—— \$233 for the first 200 Linear Feet plus \$64 for each additional 200 Linear Feet	<u>\$349 for the first 200 Linear Feet plus \$88 for each additional 200 Linear Feet</u>
49.	Gated Entry Systems (residential & commercial) per gate	\$130.00	<u>\$195.00</u>
50.	Monument Sign	\$105.00	<u>\$176.00</u>
51.	Aluminum Construction Permit Fees	—— \$0.20 per Square Foot; \$75 Minimum	\$0.26 per Square Foot; \$112 Minimum
52.	Pool Enclosures	1/2 Aluminum rate— \$75 Minimum	Based on 1/2 Aluminum Rate \$112 Minimum \$264 Maximum
53.	Shed (Aluminum, wood, other)	———— \$0.20 per Square Foot; \$75 Minimum	

City of Clermont
Comprehensive Fee Schedule
Effective 10/01/2023

Section 3 - Fire Review and Inspection Services Fees

Fire Review Fees Continued

	<u>\$32 per 300 Linear Feet</u>	<u>\$48 per 300 Linear Feet</u>
54. Fence		
55. Generator	\$96.00	<u>\$144.00</u>
56. Tank (<u>underground/aboveground fuel tanks and dispensers</u>)	\$209.00	<u>\$313.00</u>
57. Hazardous Operations <u>Material Reviews and Tier II Reporting</u>	\$209.00	<u>\$313.00</u>
58. L/P and Natural Gas (greater than 125 Gallons)	\$130.00	<u>\$195.00</u>
59. Fireworks and Pyrotechnics Displays	\$314.00	<u>\$471.00</u>
60. Tent (greater than 900 Square Feet)	\$130.00	<u>\$195.00</u>
61. Change of Building Use/Occupancy (inspection required)	\$125.00	<u>\$187.00</u>
62. Other Permit Items not covered elsewhere	\$200 Minimum or 1.3% Cost of Construction; -whichever is greater	<u>\$300 Minimum or 1.3% Cost of Construction; whichever is greater</u>
63. Special Events (<u>included but limited to city/private events, food trucks, concerts, and events requiring inspections by the fire department</u>)		Handled on a case-by-case basis. Typically requires 3 Personnel at \$30 Per Hour; Minimum of 3 hours
64. Crowd Management		Handled on a case-by-case basis. Typically requires 3 Personnel at \$30 Per Hour; Minimum of 3 hours
65. Sparkler Sales Fee (per location)	\$105.00	<u>\$157.00</u>
66. <u>Technology & Education Fee (per permit)</u>	<u>NEW</u>	<u>5.8%</u>
67. <u>Mechanical Installation/Replacement</u>	<u>NEW</u>	<u>\$150 if over 2,000 CFM or 5 Tons</u>
68. <u>Paint Booth</u>	<u>NEW</u>	<u>Fire Fee \$200 minimum or 1.3% cost of construction; whichever is greater</u>
<u>Stand-by-Fees</u>		
69. <u>Fire Apparatus Stand-By (staffed with 3 personnel) (per unit, per hour, 4-hour minimum) For Hire</u>	<u>NEW</u>	<u>\$275.00</u>
70. <u>Forward Operations Unit (mobile command unit staffed with 2 Firefighters) (per hour, 4-hour minimum) For Hire</u>	<u>NEW</u>	<u>\$225.00</u>
71. <u>Fire Utility All-Terrain Vehicle (staffed with 2 Firefighters) (per hour, 4-hour minimum) For Hire</u>	<u>NEW</u>	<u>\$150.00</u>
72. <u>On-site water supply (per day, 3-day minimum) For Hire</u>	<u>NEW</u>	<u>\$500.00</u>
73. <u>Helicopter Landing Zone setup (temporary) for interfacility transfers (On-Duty Crew)</u>	<u>NEW</u>	<u>\$250.00</u>
74. <u>Marine Unit (staffed with 3 personnel) (per hour, 4-hour minimum) For Hire</u>	<u>NEW</u>	<u>\$300.00</u>
75. <u>Personnel Stand-By/Service</u>	<u>NEW</u>	<u>\$50.00</u>

**City of Clermont
Comprehensive Fee Schedule
Effective 10/01/2023**

(per person, per hour, 4-hour minimum)

76.	<u>Command/Staff Officer</u> <u>(per person, per hour, 4-hour minimum)</u>	<u>NEW</u>	<u>\$75.00</u>
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Fire/Medical Training

77.	<u>Training Facility Use (Includes Stand-by Instructor)</u> <u>(per hour, 4 hour minimum)</u>	<u>NEW</u>	<u>\$150.00</u>
78.	<u>Instructor (6 students per instructor with</u> <u>hazardous training) (per hour)</u>	<u>NEW</u>	<u>\$50.00</u>
79.	<u>Advanced Cardiac Life Support (ACLS)/</u> <u>Basic Life Support (BLS) card (each)</u>	<u>NEW</u>	<u>At Cost</u>
80.	<u>Extinguisher Class (per person)</u> <u>(minimum class size is 6, maximum class size is 18)</u>	<u>NEW</u>	<u>\$50.00</u>
81.	<u>Courses offered at industry standard cost</u> <u>(Florida State Fire College rates)</u>	<u>NEW</u>	<u>At Cost</u>

Other Fees

82.	<u>Response and recovery costs related to</u> <u>hazardous material incidents</u>	<u>NEW</u>	<u>At Cost</u>
83.	<u>Expendable items and reimbursements</u>	<u>NEW</u>	<u>At Cost</u>
84.	Multiple False Fire Alarm Fees		\$100.00 each in excess of three (3) per quarter

Note: All Fire Review and Inspection Service Fees set forth in the Comprehensive Fee Schedule are subject to Federal, State and Local Sales Taxes as applicable.

City of Clermont, FL



Fire Department User Fee Study

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Executive Summary

The City of Clermont engaged Willdan Financial Services (Willdan) to determine the full costs incurred by Building Services to support the various activities for which the City charges user fees. Due to the complexity and the breadth of performing a comprehensive review of fees, Willdan employed a variety of fee methodologies to identify the full costs of individual fee and program activities. This report and the appendices herein identifies 100% full cost recovery for City services and the recommended level of recovery as determined through discussion with departmental staff.

The reality of the local government fee environment is that significant increases to achieve 100% cost recovery can often not be feasible, desirable, or appropriate depending on policy direction —particularly in a single year. The recommended fees identified herein are either at or less than full cost recovery.

User Fee Background

Background

As part of a general cost recovery strategy, local governments adopt user fees to fund programs and services that provide limited or no direct benefit to the community as a whole. As cities struggle to maintain levels of service and variability of demand, they have become increasingly aware of subsidies provided by the General Fund and have implemented cost-recovery targets. To the extent that governments use general tax monies to provide individuals with private benefits, and not require them to pay the full cost of the service (and, therefore, receive a subsidy), the government is limiting funds that may be available to provide other community-wide benefits. In effect, the government is using community funds to pay for private benefit. Unlike most revenue sources, cities have more control over the level of user fees they charge to recover costs, or the subsidies they can institute.

Additional Policy Considerations

The recent trend for municipalities is to update their fee schedules to reflect the actual costs of certain public services primarily benefitting users. User Fees recover costs associated with the provision of specific services benefiting the user, thereby reducing the use of General Fund monies for such purposes.

In addition to collecting the direct cost of labor and materials associated with processing and administering user services, it is common for local governments to recover support costs. Support costs are those costs relating to a local government's central service departments that are properly allocable to the local government's operating departments. Central services support cost allocations were incorporated using the City's Cost Allocation Plan. This plan was developed by the City prior to the User Fee study to determine the burden placed upon central services by operating departments and funds in order to allocate a proportionate share of central service cost.

As labor effort and costs associated with the provision of services fluctuate over time, a significant element in the development of any fee schedule is that it has the flexibility to remain current. Therefore, it is recommended that the City include an inflationary factor in the resolution adopting the fee schedule to allow the City Council, by resolution, to annually increase or decrease the fees.

The City may employ many different inflationary factors. The most commonly used inflator is some form of the Consumer Price Index (CPI) as it is widely well known and accepted. A similar inflator is the implicit price deflator for GDP, which is much like the CPI except that while the CPI is based on the same "basket" of goods and services every year, the price deflators' "basket" can change year to year. Since the primary factor for the cost of a City's services is usually the costs of the personnel involved, tying an inflationary factor that connects more directly to the personnel costs can be suitable if there is a clear method, or current practice of obtaining said factor.

Each City should use an inflator that they believe works the best for their specific situation and needs. It is also recommended that the City perform this internal review annually with a comprehensive review of services and fees performed every three to five years, which would include adding or removing fees for any new or eliminated programs/services.

Study Objective

As the City of Clermont seeks to efficiently manage limited resources and adequately respond to increased service demands, it needs a variety of tools. These tools provide assurance that the City has the best information and the best resources available to make sound decisions, fairly and legitimately set fees, maintain compliance with state law and local policies, and meet the needs of the City administration and its constituency. Given the limitations on raising revenue in local government, the City recognizes that a User Fee Study is a very cost-effective way to understand the total cost of services and identify potential fee deficiencies. Essentially, a User Fee is a payment for a requested service provided by a local government that primarily benefits an individual or group.

The total cost of each service included in this analysis is based on the full cost of providing City services, including direct salaries and benefits of City staff, direct departmental costs, and indirect costs from central service support. This study determines the full cost recovery fee for the City to provide each service; however, each fee is set at the City's discretion, up to 100% of the total cost, as specified in this report.

The principle goal of the study was to help the City determine the full cost of the services that the City provides. In addition, Willdan established a series of additional objectives including:

- Developing a rational basis for setting fees
- Identifying subsidy amount, if applicable, of each fee in the model
- Enhancing fairness and equity
- Ensuring compliance with State law
- Developing an updatable and comprehensive list of fees
- Maintaining accordance with City policies and goals

The study results will help the City better understand its true costs of providing services and may serve as a basis for making informed policy decisions regarding the most appropriate fees, if any, to collect from individuals and organizations that require individualized services from the City.

Scope of the Study

The scope of this study encompasses a review and calculation of user fees charged by the following:

- Fire

The study involved the identification of existing and potential new fees, fee schedule restructuring, data collection and analysis, orientation and consultation, quality control, communication and presentations, and calculation of individual service costs (fees) or program cost recovery levels.

Aim of the Report

The User Fee Study focused on the cost of City services, as City staff currently provides them at existing, known, or reasonably anticipated service and staff levels. This report provides a summary of the study results, and a general description of the approach and methods Willdan and City staff used to determine the recommended fee schedule. The report is not intended to document all of the numerous discussions throughout the process, nor is it intended to provide influential dissertation on the qualities of the utilized tools, techniques, or other approaches.

Project Approach and Methodology

Conceptual Approach

The basic concept of a User Fee Study is to determine the “reasonable cost” of each service provided by the City for which it charges a user fee. The full cost of providing a service may not necessarily become the City’s fee, but it serves as the objective basis as to the maximum amount that may be collected.

The professional enforcement of carefully developed and adopted Building and Related Code regulations is critical for the health and safety of the citizens of every community. The enforcement of these codes also requires the adoption of reasonable fees. Fees, by State mandate, may not be an unmetered revenue mechanism for the City’s General Fund. Florida Statutes prohibit the use of permit fees for any use other than offsetting the reasonable costs of enforcing Building Codes. Accordingly, the City of Claremont cannot financially profit from nor fund or subsidize other operations not reasonably related to the enforcement of the Florida Building and Related Codes.. In order to maintain compliance with the letter and spirit of the law, a reasonable cost standard was used in determination of services, and every component of the fee study process included a related review.

Fully Burdened Hourly Rates

The total cost of each service included in this analysis is primarily based on the Fully Burdened Hourly Rates (FBHRs) that were determined for City personnel directly involved in providing services. The FBHRs include not only personnel salary and benefits, but also any costs that are reasonably ascribable to personnel. The cost elements that are included in the calculation of fully burdened rates are:

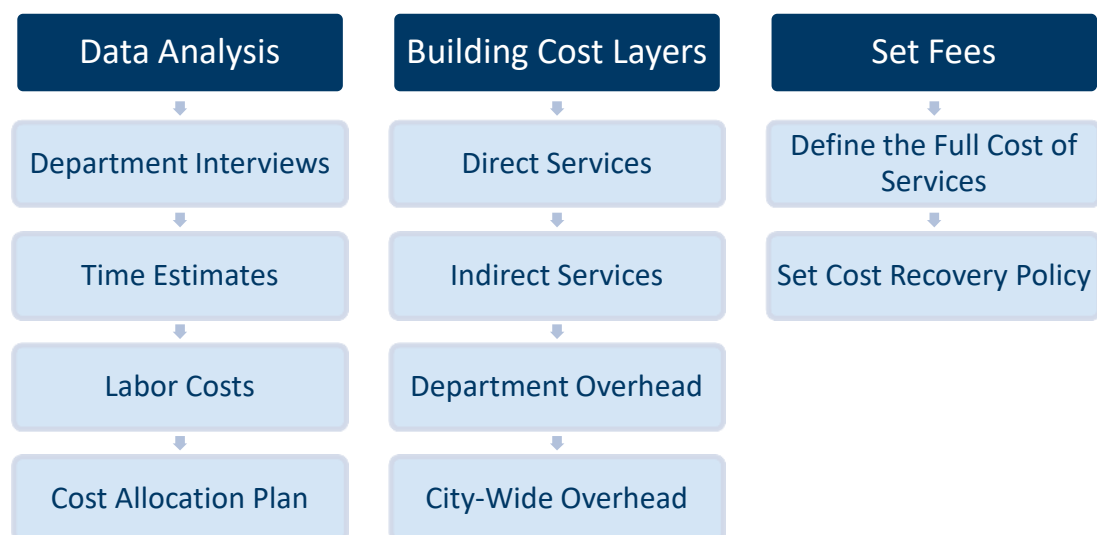
- Salaries & benefits of personnel involved
- Operating costs applicable to fee operations
- Departmental support, supervision, and administration overhead
- Indirect City-wide overhead costs calculated through the Cost Allocation Plan

An important factor in determining the fully burdened rate is in the calculation of productive hours for personnel. This calculation takes the available workable hours in a year of 2,080 and adjusts this figure to account for calculated or anticipated hours’ employees are involved in non-billable activities such as paid vacation, sick leave, emergency leave, holidays, and other considerations as necessary. Dividing the full cost by the number of productive hours provides the FBHR.

The FBHRs are then used in conjunction with time estimates, when appropriate, to calculate a fees' cost based on the personnel and the amount of their time that is involved in providing each service.

Summary Steps of the Study

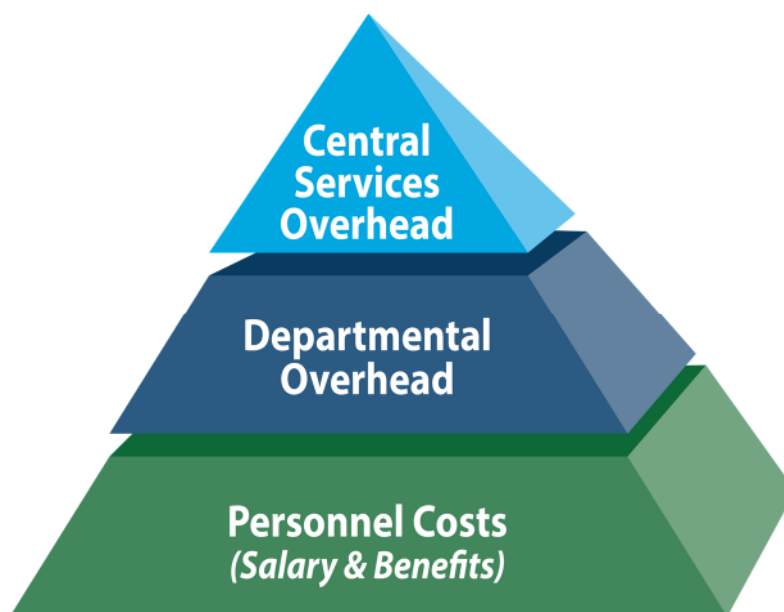
The methodology to evaluate most User Fee levels is straightforward and simple in concept. The following list provides a summary of the study process steps:



Allowable Costs

This report identifies three types of costs that, when combined, constitute the fully burdened cost of a service (**Appendix C**). Costs are defined as direct labor, including salary and benefits, departmental overhead costs, and the City's central services overhead, where departmental and central service overhead costs constitute support costs. These cost types are defined as follows:

- **Direct Labor (Personnel Costs):** The costs related to staff salaries for time spent directly on fee-related services.
- **Departmental Overhead:** A proportional allocation of departmental overhead costs, including operation costs such as supplies and materials that are necessary for the department to function.
- **Central Services Overhead:** These costs, detailed in the City's Cost Allocation Plan, represent services provided by those Central Services Departments whose primary function is to support other City departments.



Methodology

The method of analysis for calculating fees used in this report is the:

Case Study Method (Standard Unit Cost Build-Up Approach): This approach estimates the actual labor and material costs associated with providing a unit of service to a single user. This analysis is suitable when City staff time requirements do not vary dramatically for a service, or for special projects where the time and cost requirements are easy to identify at the project's outset. Further, the method is effective in instances when a staff member from one department assists on an application, service or permit for another department on an as-needed basis. Costs are estimated based upon interviews with City staff regarding the time typically spent on tasks, a review of available records, and a time and materials analysis.

Quality Control/Quality Assurance

All study components are interrelated, thus flawed data at any step in the process will cause the ultimate results to be inconsistent and unsound. The elements of our Quality Control process for User Fee calculations include:

- Involvement of knowledgeable City staff
- Clear instructions and guidance to City staff
- Reasonableness tests and validation
- Normalcy/expectation ranges
- FTE balancing
- Internal and external reviews
- Cross-checking

Reasons for cost increases/decreases over current fees

Within the fee tables in **Appendix C**, the differences identified between the full costs calculated through the study and the fee levels currently in effect. The reasons for differences between the two can arise from a number of possible factors including:

- Previous fee levels may have been set at levels less than full cost intentionally, based on policy decisions
- Staffing levels and the positions that complete fee and service activity may vary from when the previous costs were calculated
- Personnel and materials costs could have increased at levels that differed from any inflationary factors used to increase fees since the last study
- Costs that this study has identified as part of the full cost of services may not have been accounted for in a previous study
 - Departmental overhead and administration costs
 - Indirect overhead from the Cost Allocation Plan
- Changes in processes and procedures within a department, or the city as a whole

City Staff Contributions

As part of the study process, Willdan received tremendous support and cooperation from City staff, which contributed and reviewed a variety of components to the study, including:

- Budget and other cost data
- Staffing structures
- Fee and service structures, organization, and descriptions
- Direct and indirect work hours (billable/non-billable)
- Time estimates to complete work tasks
- Current fee levels
- Review of draft results and other documentation

A User Fee Study requires significant involvement of the managers and line staff from the departments—on top of their existing workloads and competing priorities. The contributions from City staff were critical to this study. We would like to express our appreciation to the City and its staff for their assistance, professionalism, positive attitudes, helpful suggestions, responsiveness, and overall cooperation.

Clermont User Fees

Cost Recovery

The cost recovery models, by department/division fee type, are presented in detail in [Appendix C](#). Full cost recovery is predominantly determined by summing the estimated amount of time each position (in increments of minutes or hours) spends to render a service. Time estimates for each service rendered were predominately determined by Willdan and City Staff through a time and materials survey. The resulting cost recovery amount represents the total cost of providing each service. The City's current fee being charged for each service, if applicable, is provided in this section, as well, for reference.

It is important to note that the time and materials survey used to determine the amount of time each employee spends assisting in the provision of the services listed on the fee schedule is an essential working document in identifying the total cost of providing each service. Specifically, in providing services, a number of employees are often involved in various aspects of the process, spending anywhere from a few minutes to several hours on the service.

The principle goal of this study was to identify the cost of City services, to provide information to help the City make informed decisions regarding the actual fee levels and charges. The responsibility to determine the final fee levels is a complicated task. City staff must consider many issues in formulating recommendations, and the City Council must consider those same issues and more in making the final decisions.

City staff assumes the responsibility to develop specific fee level recommendations to present to the City Council. Unfortunately, there are no hard and fast rules to guide the City, since many of the considerations are based on the unique characteristics of the City of Clermont, and administrative and political discretion. However, in setting the level of full cost recovery for each fee, one should consider whether the service solely benefits one end user or the general community.

Subsidization

Recalling the definition of a user fee helps guide decisions regarding subsidization. The general standard is that individuals (or groups) whom receive a wholly private benefit should pay 100% of the full cost of the services. In contrast, services that are simply public benefit should be funded entirely by the general fund's tax dollars. Unfortunately, for the decision makers, many services fall into the range between these two extremes.

Further complicating the decision, opponents of fees often assert that the activities subject to the fees provide economic, cultural, "quality of life," or other community benefits that exceed the costs to the City.

It is recommended the City consider such factors during its deliberations regarding appropriate fee levels.

Of course, subsidization can be an effective public policy tool, since it can be used to reduce fees to encourage certain activities (such as compliance inspections to ensure public safety) or allow some people to be able to afford to receive services they otherwise could not at the full cost. In addition, subsidies can

be an appropriate and justifiable action, such as to allow citizens to rightfully access services, without burdensome costs.

Despite the intent, it is important for the City and public to understand that subsidies must be covered by another revenue source, such as the General Fund. Therefore, the general taxpayer will potentially help to fund private benefits, and/or other City services will not receive funds that are otherwise directed to cover subsidies.

Impact on Demand (Elasticity)

Economic principles of elasticity suggest that increased costs for services (higher fees) will eventually curtail the demand for the services; whereas lower fees may spark an incentive to utilize the services and encourage certain actions. Either of these conditions may be a desirable effect to the City. However, the level of the fees that would cause demand changes is largely unknown. While the Cost of Service Study did not attempt to evaluate the economic or behavioral impacts of higher or lower fees, the fee changes recommended in this report are not anticipated to incur any material impacts on demand for Building services. The fee recommendations are reasonable based on the cost and in comparison with other jurisdictions.

Summary

The proper identification of additional services (new or existing services) and creation of a consistent and comprehensive fee schedule was the primary objective of this study. City staff has reviewed the full costs and identified the “recommended fee levels” for consideration by City Council. The attached appendices exhibit these unit fees individually.

The preceding sections provide background for each department or division and the results of this study’s analysis of their fees. For the full list of each fee’s analysis, refer to **Appendix C** of this report.

Fire

Clermont Fire Department provides fire and life safety inspections on a recurring basis of all commercial occupancies within the city as required by state law. City fire prevention inspectors enforce the Florida Fire Prevention Code as well as city ordinances. The Fire Marshal and other city fire inspection staff work together with the inspection staff of the Lake County Building Department to ensure proper fire and life safety in new construction as well as existing commercial occupancies within the city. The fire prevention staff also works together with the city's Code Enforcement staff to eliminate unsafe conditions throughout the city.

Analysis

Willdan individually reviewed the services and programs associated with the Fire Department. The review also consisted of an evaluation of existing services in an effort to update the fee schedule.

The analysis of Fire Services relied primarily upon a standard unit cost build-up approach, whereby we determined the reasonable cost of each fee occurrence using staff time to recover the direct cost of staff and the pro-rata share of departmental costs, including indirect costs for City Central Services. Willdan then compared the calculated full cost against the current fee amount to determine, if charged, whether the current fee is recovering the costs associated with the requested service. The analysis found that the majority of current fees are currently set below the full cost of providing service. As such the fees are being subsidized, and staff has provided suggested fee levels to increase cost recovery. It is recommended that the City increase cost recovery for Fire services to the levels shown for each fee as detailed in [Appendix C](#). As a result, there would be:

- an increase to 64 fees;
- 2 fees would decrease;
- 6 fees would remain as currently set;
- 10 new fees would be added;
- 1 fee would go to a flat fee from % based fee;
- the average fee increase for the first year would be around 36%, and;
- a 4% inflationary adjustment has been applied for suggested increases in Years 2 through 5.

Appendix A – Total Allowable Cost to be Recovered

Below are the total allowable costs that may be recovered through User Fees; however, only a percentage of the total allowable cost is realized as staff not only works on services related to User Fees, but also works on an array of other City functions during the operational hours of the City. The amounts listed below will not reconcile to City budgets as costs that should not be included in overhead for personnel in the application of determining fully burdened hourly rates were excluded. Examples of these costs are capital, debt, monetary transfers, contract costs, and any other costs that is charged directly to the service requestor.

City of Clermont - Fire Department User Fee Study

Overhead Rate Calculations

Department	Salaries & Benefits	Department Operations & Administration	Direct Overhead %	Indirect Allocation %
Fire Inspection	283,159	43,795	15%	10%

Appendix B – Fully Burdened Hourly Rates

Below are fully burdened hourly rates of staff positions that provide for the services detailed in **Appendix C**. The FBHRs were used to determine the full cost of each service. They include the salary and benefit costs for each position as well as all applicable overhead amounts for each position. For any user fee service request that is outside the scope of the fees detailed in **Appendix C**, or for services for which there is no fee currently set, the City can charge up to the full cost of the FBHR for personnel involved.

City of Clermont - Fire Department User Fee Study Fully Burdened Hourly Rate Calculation (FBHR)

Department	Position	S&B Hourly Rate	Direct %	Indirect %	FBHR Year 1	FBHR Year 2	FBHR Year 3	FBHR Year 4	FBHR Year 5
Department Rate									
	Fire Inspection				\$77.31	\$81.40	\$85.66	\$90.09	\$94.69
Position Rates									
Fire Inspection Fire	- Deputy Fire Marshal	\$67.53	15%	10%	\$85.77	\$90.21	\$94.81	\$99.61	\$104.59
Fire Inspection Fire	- Fire And Life Safety Educator	\$49.56	15%	10%	\$62.94	\$66.46	\$70.12	\$73.92	\$77.88
Fire Inspection Fire	- Fire Inspector	\$49.56	15%	10%	\$62.94	\$66.46	\$70.12	\$73.92	\$77.88
Fire Inspection Fire	- Fire Marshal	\$75.09	15%	10%	\$95.38	\$100.19	\$105.20	\$110.41	\$115.83
Fire Inspection Fire	- Firefighter/Fire Inspector	\$59.97	15%	10%	\$76.17	\$80.22	\$84.42	\$88.80	\$93.35
Fire Inspection Fire	- Plans Reviewer (Fire)	\$52.19	15%	10%	\$66.28	\$69.94	\$73.73	\$77.68	\$81.79

Appendix C – Cost Recovery Analysis

The following tables provide the results of the analysis, resulting full cost recovery amount, and recommended fees.

Fire

#	Description	Current Fee/Charge	Unit	Notes
1	Inspection Fees			
2	Reinspection	105.00		
3	Fire Life Safety	0.013	per sq. ft	
4	Fire Life Safety - Minimum	103.00		
5	Fire Life Safety - Maximum	New		
6	Courtesy/Pre-Final	105.00		
7	Requested Fire Inspection/Consultation	105.00		
8	Fire Hydrant Flow Test: 1 to 5 hydrants	128.00		
9	Fire Hydrant Flow Test: Each additional group of 1 to 5 hydrants	64.00		
10	Fire Hydrant Flow Test: Reinspection per group of 1 to 5 hydrants	64.00		
11	Annual or Recurring Inspections			
12	Licensure Fire Inspection	0.013	per sq. ft	
13	Licensure Fire Inspection - Minimum	103.00		
14	Licensure Fire Inspection - Maximum	New		
15	Hazardous Material Storage (EPCRA)	209.00		
16	Administrative Fees			
17	Contractor Initial Registration Fee	52.00		
18	Change of Primary Contractor	52.00		
19	Change of Sub Contractor	52.00		
20	Approve or Re-stamp Constructions Plans (After Permit Issuance)	52.00		
21	Replace Fire Permit	6.00		
22	Extensions of Permits - only 90 day extension may be granted	13% of original permit fee		
23	Permit Amendment Fee - other than contractor changes	34.00		
24	Resubmittal of Construction Plans	85.00		
25	Resubmittal of Construction Plans - Per Page over 10 pages	New		
26	Special Inspection Fee for after hours, weekend, or holiday	123.00	first 2 hours	
27	Special Inspection Fee for after hours, weekend, or holiday	79.00	each addn'l hour	
28	Fire Expedited Plan Review (when available)	New		
29	Fire Expedited Plan Review (when available)	New		
30	Customized Reports	32.00	per hour	1 hour minimum
31	Work Without a permit	128.00		Or Double permit fee; whichever is greater
32	Fire Review Fees			
33	Commercial Building Permit	0.13	per sq. ft	maximum fee at 400,000 sq ft
34	Institutional	0.13	per sq. ft	
35	Marine	0.13	per sq. ft	
36	Greenhouse	0.13	per sq. ft	Minimum Fee \$164
37	Commercial, Warehouse, Industrial - Minimum Fire Review Fee	\$75 - 160		

Full Cost	Suggested Fee Year 1	Unit	Notes	Subsidy %	Fee Δ	Suggested Fee Year 2	Suggested Fee Year 3	Suggested Fee Year 4	Suggested Fee Year 5
\$199.72	\$157.00			21%	\$52.00	\$165.00	\$173.00	\$181.00	\$190.00
\$0.37	\$0.20	per sq. ft		46%	\$0.19	\$0.21	\$0.22	\$0.23	\$0.24
\$224.69	\$154.00			31%	\$51.00	\$161.00	\$169.00	\$177.00	\$185.00
\$1,409.76	\$1,236.00			12%	NA	\$1,299.00	\$1,364.00	\$1,432.00	\$1,503.00
\$199.72	\$157.00			21%	\$52.00	\$165.00	\$173.00	\$181.00	\$190.00
\$199.72	\$157.00			21%	\$52.00	\$165.00	\$173.00	\$181.00	\$190.00
\$199.72	\$192.00			4%	\$64.00	\$201.00	\$211.00	\$221.00	\$232.00
\$199.72	\$96.00			52%	\$32.00	\$100.00	\$105.00	\$110.00	\$115.00
\$199.72	\$96.00			52%	\$32.00	\$100.00	\$105.00	\$110.00	\$115.00
\$0.65	\$0.20	per sq. ft		69%	\$0.19	\$0.21	\$0.22	\$0.23	\$0.24
\$399.44	\$154.00			61%	\$51.00	\$161.00	\$169.00	\$177.00	\$185.00
\$1,409.76	\$1,236.00			12%	NA	\$1,299.00	\$1,364.00	\$1,432.00	\$1,503.00
\$299.58	\$299.00			0%	\$90.00	\$314.00	\$329.00	\$345.00	\$362.00
\$88.11	\$35.00			60%	-\$17.00	\$36.00	\$37.00	\$38.00	\$39.00
\$88.11	\$77.00			13%	\$25.00	\$80.00	\$84.00	\$88.00	\$92.00
\$88.11	\$52.00			41%	\$0.00	\$54.00	\$56.00	\$58.00	\$60.00
\$88.11	\$58.00			34%	\$6.00	\$60.00	\$63.00	\$66.00	\$69.00
\$88.11	\$10.00			89%	\$4.00	\$10.00	\$10.00	\$10.00	\$10.00
\$88.11	15% of original permit fee or \$55 whichever is greater			38%	NA	15% of original permit fee or \$55 whichever is greater	15% of original permit fee or \$55 whichever is greater	15% of original permit fee or \$55 whichever is greater	15% of original permit fee or \$55 whichever is greater
\$88.11	\$44.00			50%	\$10.00	\$46.00	\$48.00	\$50.00	\$52.00
\$88.11	\$88.00		Minimum for 1st 10 pages	0%	\$3.00	\$92.00	\$96.00	\$100.00	\$104.00
\$8.81	\$8.00	per page	each addn'l page	9%	NA	\$8.00	\$8.00	\$8.00	\$8.00
\$399.44	\$184.00	first 4 hrs	4 hour minimum	54%	\$61.00	\$193.00	\$202.00	\$212.00	\$222.00
\$99.86	\$99.00	each addn'l hour		1%	\$20.00	\$104.00	\$109.00	\$114.00	\$119.00
\$528.66	\$528.00	first 4 hrs	4 hour minimum	0%	NA	\$555.00	\$583.00	\$612.00	\$642.00
\$528.66	\$115.00	each addn'l hour		78%	NA	\$120.00	\$126.00	\$132.00	\$138.00
\$88.11	\$48.00	per hour	1 hour minimum	46%	\$16.00	\$50.00	\$52.00	\$54.00	\$56.00
NA	\$150.00 Or Double permit fee; whichever is greater			NA	\$22.00	\$150.00 Or Double permit fee; whichever is greater	\$150.00 Or Double permit fee; whichever is greater	\$150.00 Or Double permit fee; whichever is greater	\$150.00 Or Double permit fee; whichever is greater
\$0.22	\$0.20	per sq. ft		11%	\$0.07	\$0.21	\$0.22	\$0.23	\$0.24
\$0.28	\$0.20	per sq. ft		31%	\$0.07	\$0.21	\$0.22	\$0.23	\$0.24
\$0.18	\$0.18	per sq. ft		0%	\$0.05	\$0.19	\$0.19	\$0.20	\$0.21
\$0.18	\$0.18	per sq. ft		0%	\$0.05	\$0.19	\$0.19	\$0.20	\$0.21
\$176.22	\$176.00			0%	\$79.00	\$185.00	\$194.00	\$203.00	\$213.00

Fire

#	Description	Current Fee/Charge	Unit	Notes
38	Other Permit Items (Under Roof or impervious surface)	150.00		Commercial, minimum
39	Fire Review Alterations Renovations	One half of the Square Foot rate Commercial - \$150 minimum		
40	Build out/Remodel	314.00		One half of the Square Foot rate Commercial
41	Build out/Remodel - Minimum	New		One half of the Square Foot rate Commercial
42	Fire Damage/Repair	314.00		
43	Firewall/Penetration/Damper	314.00		
44	New Fire Alarm Systems	0.13	per sq. ft	
45	New Fire Alarm Systems - Minimum	264.00		
46	Annual Renewal of Fire Alarm Permit with no changes	New		
47	Comprehensive Emergency Management Plan Review	New		
48	Fire Alarm Modification (up to 20 devices)	314.00		over the counter included
49	Fire Alarm Modification (greater than 20 devices)	444.00		
50	Low Voltage/Egress	96.00		
51	Hood/Duct (Hood Light/Smoke)	184.00		
52	Fire Sprinkler System	0.13	per sq. ft	
53	Fire Sprinkler System - Minimum	348.00		
54	Fire Sprinkler System Modification (up to 20 heads)	314.00		over the counter included
55	Fire Sprinkler System Modification (greater than 20 heads)	444.00		Halon and other specialty systems
56	Fire Sprinkler System Residential	0.13	per sq. ft	\$82 minimum
57	Fire Sprinkler System Residential - Minimum	82.00		
58	Fire Suppression (Wet/Dry)	209.00		
59	Fire Protection System Plans (Halon and other specialty systems)	314.00		
60	Standpipe	628.00		
61	Additional Standpipe Making	New		
62	Underground Fire Line (includes line flush, underground hydro, and visual)	233.00	first 200 Linear Feet	
63	Underground Fire Line (includes line flush, underground hydro, and visual)	64.00	each addn'l 200 Linear Feet	
64	Gated Entry Systems (residential & commercial)	130.00	per gate	
65	Monument Sign	130.00		
66	Aluminum Construction Permit Fees	0.20	per sq. ft	
67	Aluminum Construction Permit Fees - Minimum	75.00		
68	Pool Enclosures	1/2 Aluminum rate		
69	Pool Enclosures - Minimum	75.00		
70	Shed (Aluminum, wood, other)	0.20	per sq. ft	
71	Shed (Aluminum, wood, other) - Minimum	75.00		
72	Fence	32.00	per 300 Linear Feet	

Full Cost	Suggested Fee Year 1	Unit	Notes	Subsidy %	Fee Δ	Suggested Fee Year 2	Suggested Fee Year 3	Suggested Fee Year 4	Suggested Fee Year 5
\$0.20	\$0.20	per sq. ft	Commercial, minimum \$176	0%	NA	\$0.21	\$0.22	\$0.23	\$0.24
\$176.22	One half of the Square Foot rate Commercial - \$176 minimum			0%	\$4.00	\$185.00	\$194.00	\$203.00	\$213.00
\$352.44	\$352.00			0%	\$38.00	\$370.00	\$388.00	\$407.00	\$427.00
\$176.22	\$176.00			0%	NA	\$185.00	\$194.00	\$203.00	\$213.00
\$352.44	\$352.00			0%	\$38.00	\$370.00	\$388.00	\$407.00	\$427.00
\$264.33	\$264.00			0%	-\$50.00	\$277.00	\$291.00	\$305.00	\$320.00
\$0.18	\$0.18	per sq. ft		0%	\$0.05	\$0.19	\$0.19	\$0.20	\$0.21
\$264.33	\$264.00			0%	\$0.00	\$277.00	\$291.00	\$305.00	\$320.00
\$88.11	\$88.00			0%	NA	\$92.00	\$96.00	\$100.00	\$104.00
\$176.22	\$176.00			0%	NA	\$185.00	\$194.00	\$203.00	\$213.00
\$616.77	\$471.00			24%	\$157.00	\$495.00	\$520.00	\$546.00	\$573.00
\$0.18	\$0.18	per sq. ft	\$471 minimum	0%	NA	\$0.19	\$0.20	\$0.21	\$0.22
\$264.33	\$144.00			46%	\$48.00	\$151.00	\$158.00	\$165.00	\$173.00
\$616.77	\$276.00			55%	\$92.00	\$290.00	\$304.00	\$319.00	\$334.00
\$0.18	\$0.18	per sq. ft		0%	\$0.05	\$0.19	\$0.19	\$0.20	\$0.21
\$881.10	\$522.00			41%	\$174.00	\$548.00	\$575.00	\$603.00	\$633.00
\$660.83	\$471.00			29%	\$157.00	\$495.00	\$520.00	\$546.00	\$573.00
\$0.18	\$0.18		\$471 minimum	0%	NA	\$0.19	\$0.20	\$0.21	\$0.22
\$0.22	\$0.20	per sq. ft		11%	\$0.07	\$0.21	\$0.22	\$0.23	\$0.24
\$264.33	\$123.00			53%	\$41.00	\$6.32	\$0.32	\$0.02	\$0.00
\$528.66	\$313.00			41%	\$104.00	\$329.00	\$345.00	\$362.00	\$380.00
\$528.66	\$471.00			11%	\$157.00	\$495.00	\$520.00	\$546.00	\$573.00
\$1,057.32	\$942.00			11%	\$314.00	\$990.00	\$1,040.00	\$1,092.00	\$1,146.00
\$484.61	\$450.00			7%	NA	\$473.00	\$497.00	\$521.00	\$546.00
\$528.66	\$349.00	first 200 Linear Feet		34%	\$116.00	\$366.00	\$384.00	\$403.00	\$423.00
\$88.11	\$88.00	each addn'l 200 Linear Feet		0%	\$24.00	\$92.00	\$96.00	\$100.00	\$104.00
\$308.39	\$195.00	per gate		37%	\$65.00	\$205.00	\$215.00	\$225.00	\$236.00
\$176.22	\$176.00			0%	\$46.00	\$185.00	\$194.00	\$203.00	\$213.00
\$0.26	\$0.26	per sq. ft		0%	\$0.06	\$0.28	\$0.29	\$0.31	\$0.32
\$176.22	\$112.00			36%	\$37.00	\$117.00	\$122.00	\$128.00	\$134.00
\$264.33	\$264.00			0%	\$226.50	\$277.00	\$291.00	\$305.00	\$320.00
\$264.33	\$112.00			58%	\$37.00	\$117.00	\$122.00	\$128.00	\$134.00
\$0.26	\$0.26	per sq. ft		0%	\$0.06	\$0.28	\$0.29	\$0.31	\$0.32
\$264.33	\$112.00			58%	\$37.00	\$117.00	\$122.00	\$128.00	\$134.00
\$352.44	\$48.00	per 300 Linear Feet		86%	\$16.00	\$50.00	\$52.00	\$54.00	\$56.00

Fire

#	Description	Current Fee/Charge	Unit	Notes
73	Generator	96.00		
74	Tank	209.00		
75	Hazardous Operations	209.00		
76	L/P and Natural Gas (greater than 125 Gallons)	130.00		
77	Fireworks and Pyrotechnics Displays	314.00		
78	Tent (greater than 900 square feet)	130.00		
79	Change of Building Use/Occupancy (inspection required)	125.00		
80	Other Permit items not covered elsewhere	1.3% Cost of Construction		
81	Other Permit items not covered elsewhere - Minimum	200.00		
82	Special Events	Handled on a case-by-case basis		Typically requires 3 personnel. Minimum of 3 hours
83	Crowd Management	Handled on a case-by-case basis		Typically requires 3 personnel. Minimum of 3 hours
84	Sparkler Sales Fee	105.00	per location	
85	Technology & Education Fee	New	Each Permit	
86	Mechanical Installation/Replacement	150.00		If over 2,000CFM or 5 tons
87	Paint Booth	Fire fee, \$200 minimum or 1.3% cost of construction; whichever is greater		

Full Cost	Suggested Fee Year 1	Unit	Notes	Subsidy %	Fee Δ	Suggested Fee Year 2	Suggested Fee Year 3	Suggested Fee Year 4	Suggested Fee Year 5
\$352.44	\$144.00			59%	\$48.00	\$151.00	\$158.00	\$165.00	\$173.00
\$528.66	\$313.00			41%	\$104.00	\$329.00	\$345.00	\$362.00	\$380.00
\$352.44	\$313.00			11%	\$104.00	\$329.00	\$345.00	\$362.00	\$380.00
\$352.44	\$195.00			45%	\$65.00	\$205.00	\$215.00	\$225.00	\$236.00
\$704.88	\$471.00			33%	\$157.00	\$495.00	\$520.00	\$546.00	\$573.00
\$264.33	\$195.00			26%	\$65.00	\$205.00	\$215.00	\$225.00	\$236.00
\$352.44	\$187.00			47%	\$62.00	\$196.00	\$205.00	\$215.00	\$225.00
\$704.88	\$704.00			0%	NA	\$740.00	\$777.00	\$816.00	\$856.00
\$704.88	\$300.00			57%	\$100.00	\$315.00	\$331.00	\$347.00	\$364.00
Variable	Handled on a case-by-case basis		Typically requires 3 personnel. Minimum of 3 hours	NA	\$0.00	Handled on a case-by-case basis	Handled on a case-by-case basis	Handled on a case-by-case basis	Handled on a case-by-case basis
Variable	Handled on a case-by-case basis		Typically requires 3 personnel. Minimum of 3 hours	NA	\$0.00	Handled on a case-by-case basis	Handled on a case-by-case basis	Handled on a case-by-case basis	Handled on a case-by-case basis
\$528.66	\$157.00	per location		70%	\$52.00	\$165.00	\$173.00	\$181.00	\$190.00
5.8%	5.8%			0%	NA	5.8%	5.8%	5.8%	5.8%
NA	\$150.00		If over 2,000CFM or 5 tons	NA	\$0.00	\$150.00	\$150.00	\$150.00	\$150.00
NA	Fire fee, \$200 minimum or 1.3% cost of construction; whichever is greater			NA	\$0.00	Fire fee, \$200 minimum or 1.3% cost of construction; whichever is greater	Fire fee, \$200 minimum or 1.3% cost of construction; whichever is greater	Fire fee, \$200 minimum or 1.3% cost of construction; whichever is greater	Fire fee, \$200 minimum or 1.3% cost of construction; whichever is greater



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	Current Fire Fee
Inspection Fees	
Reinspection	105.00
Fire Life Safety	0.013
Fire Life Safety - Minimum	103.00
Fire Life Safety - Maximum	New
Courtesy/Pre-Final	105.00
Requested Fire Inspection/Consultation	105.00
Fire Hydrant Flow Test: 1 to 5 hydrants	128.00
Fire Hydrant Flow Test: Each additional group of 1 to 5 hydrants	64.00
Fire Hydrant Flow Test: Reinspection per group of 1 to 5 hydrants	64.00
Annual or Recurring Inspections	
Licensure Fire Inspection	0.013
Licensure Fire Inspection - Minimum	103.00
Licensure Fire Inspection - Maximum	New
Hazardous Material Storage (EPCRA)	209.00
Administrative Fees	
Contractor Initial Registration Fee	52.00
Change of Primary Contractor	52.00
Change of Sub Contractor	52.00
Approve or Re-stamp Constructions Plans (After Permit Issuance)	52.00
Replace Fire Permit	6.00
Extensions of Permits - only 90 day extension may be granted	13% of original permit fee
Permit Amendment Fee - other than contractor changes	34.00
Resubmittal of Construction Plans	85.00
Resubmittal of Construction Plans - Per Page over 10 pages	New
Special Inspection Fee for after hours, weekend, or holiday	123.00
Special Inspection Fee for after hours, weekend, or holiday	79.00
Fire Expedited Plan Review (when available)	New
Fire Expedited Plan Review (when available)	New
Customized Reports	32.00
Work Without a permit	128.00
Fire Review Fees	
Commercial Building Permit (Greater then 880 Sq Ft)	0.013
Institutional	0.130
Marine	0.013
Greenhouse	0.013
Commercial, Warehouse, Industrial - Minimum Fire Review Fee (Up To 880 Sq Ft)	160.00
Other Permit Items (Under Roof or impervious surface)	150.00

Fire Review Alterations Renovations	One half of the Square Foot rate Commercial - \$150 minimum
Build out/Remodel	314.00
Build out/Remodel - Minimum	New
Fire Damage/Repair	314.00
Firewall/Penetration/Damper	314.00
New Fire Alarm Systems (Greater then 1,466 Sq Ft)	0.13
New Fire Alarm Systems - Minimum (Up to 1,466 Sq Ft)	264.00
Annual Renewal of Fire Alarm Permit with no changes	New
Comprehensive Emergency Management Plan Review	New
Fire Alarm Modification (up to 20 devices)	314.00
Fire Alarm Modification (greater than 20 devices)	444.00
Low Voltage/Egress	96.00
Hood/Duct (Hood Light/Smoke)	184.00
Fire Sprinkler System	0.013
Fire Sprinkler System - Minimum	348.00
Fire Sprinkler System Modification (up to 20 heads)	314.00
Fire Sprinkler System Modification (greater than 20 heads)	444.00
Fire Sprinkler System Residential	0.013
Fire Sprinkler System Residential - Minimum	82.00
Fire Suppression (Wet/Dry)	209.00
Fire Protection System Plans (Halon and other specialty systems)	314.00
Standpipe	628.00
Additional Standpipe Making	New
Underground Fire Line (includes line flush, underground hydro, and visual)	233.00
Underground Fire Line (includes line flush, underground hydro, and visual)	64.00
Gated Entry Systems (residential & commercial)	130.00
Monument Sign	130.00
Aluminum Construction Permit Fees (Greater Than 430 Sq Ft)	0.20
Aluminum Construction Permit Fees - Minimum (Up To 430 Sq Ft)	75.00
Pool Enclosures	1/2 Aluminum rate
Pool Enclosures - Minimum	75.00
Shed (Aluminum, wood, other)	0.20
Shed (Aluminum, wood, other) - Minimum	75.00
Fence	32.00
Generator	96.00
Tank	209.00
Hazardous Operations	209.00
L/P and Natural Gas (greater than 125 Gallons)	130.00
Fireworks and Pyrotechnics Displays	314.00
Tent (greater than 900 square feet)	130.00

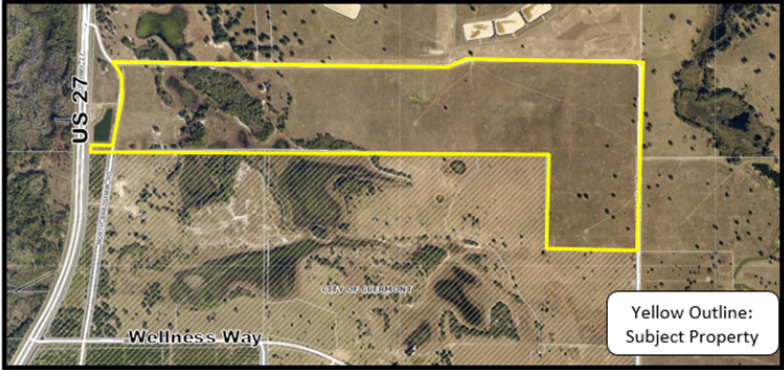
Other Permit items not covered elsewhere	1.3% Cost of Construction
Other Permit items not covered elsewhere - Minimum	200.00
Special Events	Handled on a case-by-case basis
Crowd Management	Handled on a case-by-case basis
Sparkler Sales Fee	105.00
Technology & Education Fee	New
Mechanical Installation/Replacement	150.00
Paint Booth	Fire fee, \$200 minimum or 1.3% cost of construction; whichever is greater

Recommended Adjustment	Difference	2022-2023 Permits	2022-2023 Revenue	Projected 2023-2024
\$157.00	\$52.00	189	\$19,845.00	\$29,673.00
\$0.20	\$0.19			
\$154.00	\$51.00	105	\$10,815.00	\$16,170.00
\$1,236.00				
\$157.00	\$52.00			
\$157.00	\$52.00			
\$192.00	\$64.00	43	\$5,504.00	\$8,256.00
\$96.00	\$32.00			
\$96.00	\$32.00			
\$0.20	\$0.19			
\$154.00	\$51.00	51	\$5,253.00	\$7,854.00
\$1,236.00				
\$299.00	\$90.00			
\$35.00	-\$17.00			
\$77.00	\$25.00			
\$52.00	\$0.00			
\$58.00	\$6.00			
\$10.00	\$4.00			
15% of original permit fee or \$55 whichever is greater				
\$44.00	\$10.00			
\$88.00	\$3.00	285	\$24,225.00	\$25,080.00
\$8.00				
\$184.00	\$61.00	3	\$369.00	\$552.00
\$99.00	\$20.00			
\$528.00				
\$115.00				
\$48.00	\$16.00			
\$150.00 Or Double permit fee; whichever is greater				
\$0.20	\$0.18	109,076 Sq Ft	\$1,417.99	\$21,815.20
\$0.20	\$0.07			
\$0.18	\$0.16			
\$0.18	\$0.16			
\$176.00	\$16.00	147	\$23,520.00	\$25,872.00
\$176.00	\$26.00	68	\$10,200.00	\$11,968.00

One half of the Square Foot rate Commercial - \$176 minimum	\$26.00	29	\$4,350.00	\$5,104.00
\$352.00	\$38.00	36	\$11,304.00	\$12,672.00
\$176.00				
\$352.00	\$38.00			
\$264.00	-\$50.00			
\$0.18	\$0.05	106,005 Sq Ft	\$13,780.65	\$19,080.90
\$264.00	\$0.00	31	\$8,184.00	\$8,184.00
\$88.00				
\$176.00				
\$471.00	\$157.00	4	\$1,256.00	\$1,884.00
\$471.00	\$27.00	6	\$2,664.00	\$2,826.00
\$144.00	\$48.00	23	\$2,208.00	\$3,312.00
\$276.00	\$92.00	16	\$2,944.00	\$4,416.00
\$0.18	\$0.16	1,486,303 Sq Ft	\$19,321.94	\$267,534.54
\$522.00	\$174.00	47	\$16,356.00	\$24,534.00
\$471.00	\$157.00	6	\$1,884.00	\$2,826.00
\$471.00	\$27.00	17	\$7,548.00	\$8,007.00
\$0.20	\$0.18			
\$123.00	\$41.00	4	\$328.00	\$492.00
\$313.00	\$104.00	12	\$2,508.00	\$3,756.00
\$471.00	\$157.00			
\$942.00	\$314.00			
\$450.00				
\$349.00	\$116.00	30	\$6,990.00	\$10,470.00
\$88.00	\$24.00			
\$195.00	\$65.00	1	\$130.00	\$195.00
\$176.00	\$46.00	8	\$1,040.00	\$1,408.00
\$0.26	\$0.06	11,391 Sq Ft	\$2,278.20	\$2,961.66
\$112.00	\$37.00	14	\$1,050.00	\$1,568.00
\$264.00				
\$112.00	\$37.00			
\$0.26	\$0.06			
\$112.00	\$37.00			
\$48.00	\$16.00	22	\$704.00	\$1,056.00
\$144.00	\$48.00	3	\$288.00	\$432.00
\$313.00	\$104.00	4	\$836.00	\$1,252.00
\$313.00	\$104.00			
\$195.00	\$65.00	1	\$130.00	\$195.00
\$471.00	\$157.00		\$0.00	\$0.00
\$195.00	\$65.00	23	\$2,990.00	\$4,485.00

1.3% Cost of Construction				
\$300.00	\$100.00			
Handled on a case-by-case basis				
Handled on a case-by-case basis				
\$157.00	\$52.00	27	\$2,835.00	\$4,239.00
5.80%				\$15,315.31
\$150.00	\$0.00			
Fire fee, \$200 minimum or 1.3% cost of construction; whichever is greater				
			\$215,056.78	\$555,445.61

AGENDA ITEM

Meeting Date		
Tuesday, January 9, 2024		
Agenda Item Name		
Ordinance No. 2023-023 <i>Intro</i> <i>Lennar Swap Annexation</i>		
Requested Action		
Recommend approval of Ordinance 2023-023.		
Staff Report		
The applicant, VHB, is requesting annexation into the City of Clermont consisting of a 247 +/- acre property, which is currently located just east of US Hwy 27 and 1.5 miles south of Hartwood Marsh Road. The City limits are abutting to the south of the property next to the Wellness Ridge development. The project is located within the Wellness Way Area Plan and is also requesting a large scale comprehensive plan amendment and a rezoning. 		
Newly installed utility infrastructure has been extended throughout this area along with a new regional lift station. These improvements have been completed and funded by the developers. The property meets the requirements of annexation by adjacently (contiguous) to the City of Clermont boundaries, under Florida Statutes 171.043. The City has the capacity to serve potable water, sewer, and other City services for the proposed project. Staff is able to support the request and recommends approval of Ordinance 2023-023.		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ord. 2023-023 - Lennar Swap ANN (12.18.2023) Final	Ord. 2023-023 - Lennar Swap ANN (12.18.2023) Final.pdf	
2. Lennar Swap Map	Lennar Swap Map.pdf	
3. Annex Lennar Swap Ad	Annex Lennar Swap Ad.pdf	
4. Annexation-Application-Signed	Annexation-Application-Signed.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2023-023

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

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

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

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

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

SECTION 1:

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

LEGAL DESCRIPTION

PARCEL ID: 13-23-25-090-0049-00000

A PARCEL OF LAND LYING IN SECTIONS 15, 16 AND 22, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 16; THENCE RUN SOUTH 89°16'46" WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER FOR A DISTANCE OF 2479.84 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY #27 /STATE ROAD #25 ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION MAP SECTION 238422 1; THENCE RUN NORTH 02°16'40" EAST ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 97.09 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE RUN NORTH 89°52'47" EAST FOR A DISTANCE OF 357.99 FEET TO A POINT ON THE EAST LINE OF BRADSHAW ROAD AS MAINTAINED BY LAKE COUNTY, FLORIDA;



CITY OF CLERMONT
ORDINANCE NO. 2023-023

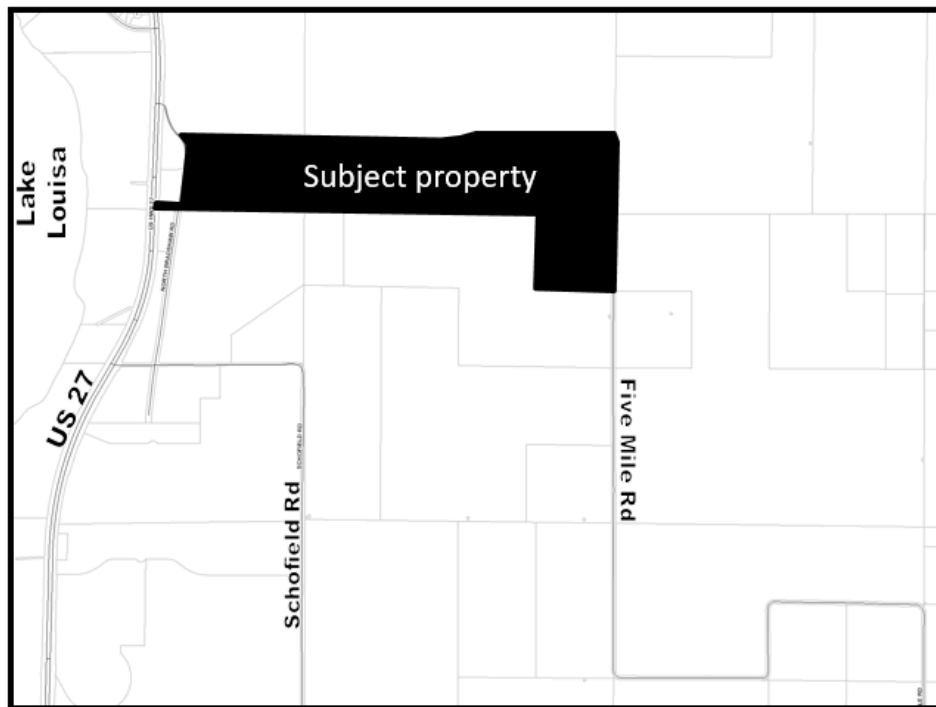
THENCE RUN THE FOLLOWING COURSES ALONG SAID EAST LINE: NORTH 08°31'11" EAST FOR A DISTANCE OF 108.76 FEET; THENCE RUN NORTH 08°04'22" EAST FOR A DISTANCE OF 203.58 FEET; THENCE RUN NORTH 07°32'08" EAST FOR A DISTANCE OF 301.61 FEET; THENCE RUN NORTH 08°01'59" EAST FOR A DISTANCE OF 100.03 FEET; THENCE RUN NORTH 06°13'32" EAST FOR A DISTANCE OF 99.03 FEET; THENCE RUN NORTH 01°53'26" WEST FOR A DISTANCE OF 106.21 FEET; THENCE RUN NORTH 17°53'1" Q" WEST FOR A DISTANCE OF 101.00 FEET; THENCE RUN NORTH 32°15' 43" WEST FOR A DISTANCE OF 124.94 FEET; THENCE RUN NORTH 25°06'36" EAST FOR A DISTANCE OF 22.17 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF 5 MILE ROAD AS MAINTAINED BY LAKE COUNTY, FLORIDA; THENCE RUN THE FOLLOWING COURSES ALONG SAID SOUTH LINE: SOUTH 88°38'57" EAST FOR A DISTANCE OF 193.29 FEET; THENCE RUN NORTH 89°50'32" EAST FOR A DISTANCE OF 154.07 FEET; THENCE RUN SOUTH 88°57'53" EAST FOR A DISTANCE OF 597.94 FEET; THENCE RUN SOUTH 89°04'13" EAST FOR A DISTANCE OF 1648.76 FEET; THENCE RUN SOUTH 89°10'22" EAST FOR A DISTANCE OF 300.67 FEET; THENCE RUN SOUTH 89°29'11" EAST FOR A DISTANCE OF 299.23 FEET; THENCE RUN SOUTH 89°35'06" EAST FOR A DISTANCE OF 500.01 FEET; THENCE RUN SOUTH 89°37'32" EAST FOR A DISTANCE OF 399.93 FEET; THENCE RUN SOUTH 88°36'09" EAST FOR A DISTANCE OF 100.54 FEET; THENCE RUN NORTH 8°01'31" EAST FOR A DISTANCE OF 99.52 FEET; THENCE RUN NORTH 88°41'15" EAST FOR A DISTANCE OF 389.00 FEET; THENCE RUN NORTH 75°39'41" EAST FOR A DISTANCE OF 180.49 FEET; THENCE RUN NORTH 70°38'01" EAST FOR A DISTANCE OF 85.81 FEET; THENCE RUN NORTH 75°47'42" EAST FOR A DISTANCE OF 48.13 FEET; THENCE RUN NORTH 84°56'34" EAST FOR A DISTANCE OF 22.09 FEET; THENCE DEPARTING SAID SOUTH MAINTAINED LINE RUN SOUTH 00°18'54" WEST FOR A DISTANCE OF 47.05 FEET; THENCE RUN SOUTH 89°41'06" EAST FOR A DISTANCE OF 40.00 FEET; THENCE RUN NORTH 00°18'54" EAST FOR A DISTANCE OF 50.00 FEET TO THE AFORESAID SOUTH MAINTAINED LINE OF 5 MILE ROAD; THENCE RUN THE FOLLOWING COURSES ALONG THE AFORESAID SOUTH MAINTAINED LINE AND THE WEST MAINTAINED LINE OF 5 MILE ROAD: SOUTH 89°19'15" EAST FOR A DISTANCE OF 248.15 FEET; THENCE RUN SOUTH 89°51'57" EAST FOR A DISTANCE OF 200.19 FEET; THENCE RUN SOUTH 89°48'55" EAST FOR A DISTANCE OF 196.42 FEET; THENCE RUN SOUTH 89°25'54" EAST FOR A DISTANCE OF 201.34 FEET; THENCE RUN NORTH 89°56' 45" EAST FOR A DISTANCE OF 301.13 FEET; THENCE RUN SOUTH 89°48'02" EAST FOR A DISTANCE OF 400.83 FEET; THENCE RUN SOUTH 88°41'42" EAST FOR A DISTANCE OF 100.78 FEET; THENCE RUN NORTH 89°48'54" EAST FOR A DISTANCE OF 197.56 FEET; THENCE RUN SOUTH 89°50'13" EAST FOR A DISTANCE OF 304.21 FEET; THENCE RUN SOUTH 83°05'13" EAST FOR A DISTANCE OF 97.81 FEET; THENCE RUN SOUTH 60°30'46" EAST FOR A DISTANCE OF 47.74 FEET; THENCE RUN SOUTH 43°04'26" EAST FOR A DISTANCE OF 62.59 FEET; THENCE RUN SOUTH 04°59'22" EAST FOR A DISTANCE OF 80.69 FEET; THENCE RUN SOUTH 02°24'26" WEST FOR A DISTANCE OF 404.28 FEET; THENCE RUN SOUTH 00°32'02" WEST FOR A DISTANCE OF 779.65 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF AFORESAID SECTION 22;

THENCE RUN NORTH 88°49'23" WEST ALONG SAID NORTH LINE FOR A DISTANCE OF 1.79 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE AF 5 MILE ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 357, PAGE 21 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 00°19'09" WEST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 1310.25 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22; THENCE RUN NORTH 89°00'54" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 1290.91 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22; THENCE RUN NORTH 00°20'55" EAST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF AFORESAID SECTION 22 FOR A DISTANCE OF 1314.56 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22; THENCE RUN NORTH 88°49'23" WEST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 22 FOR A DISTANCE OF 3969.87 FEET TO THE POINT OF BEGINNING.

CONTAINING 10,770,217 SQUARE FEET OR 247.25 ACRES, MORE OR LESS.

LOCATION

1.5 miles south of Hartwood Marsh Road, east US 27 and south of Five Mile Road
Alternate Key 3926960





CITY OF CLERMONT
ORDINANCE NO. 2023-023

SECTION 2:

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

SECTION 3:

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

SECTION 4: CONFLICT

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

SECTION 5: SEVERABILITY

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

SECTION 6: ADMINISTRATIVE CORRECTION

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

SECTION 7: RECORDING

This Ordinance shall be recorded in the Public Records of Lake County, Florida and paid by the Applicant.

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. 2023-023

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 23rd day of January, 2024.

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 – Lennar Swap Property

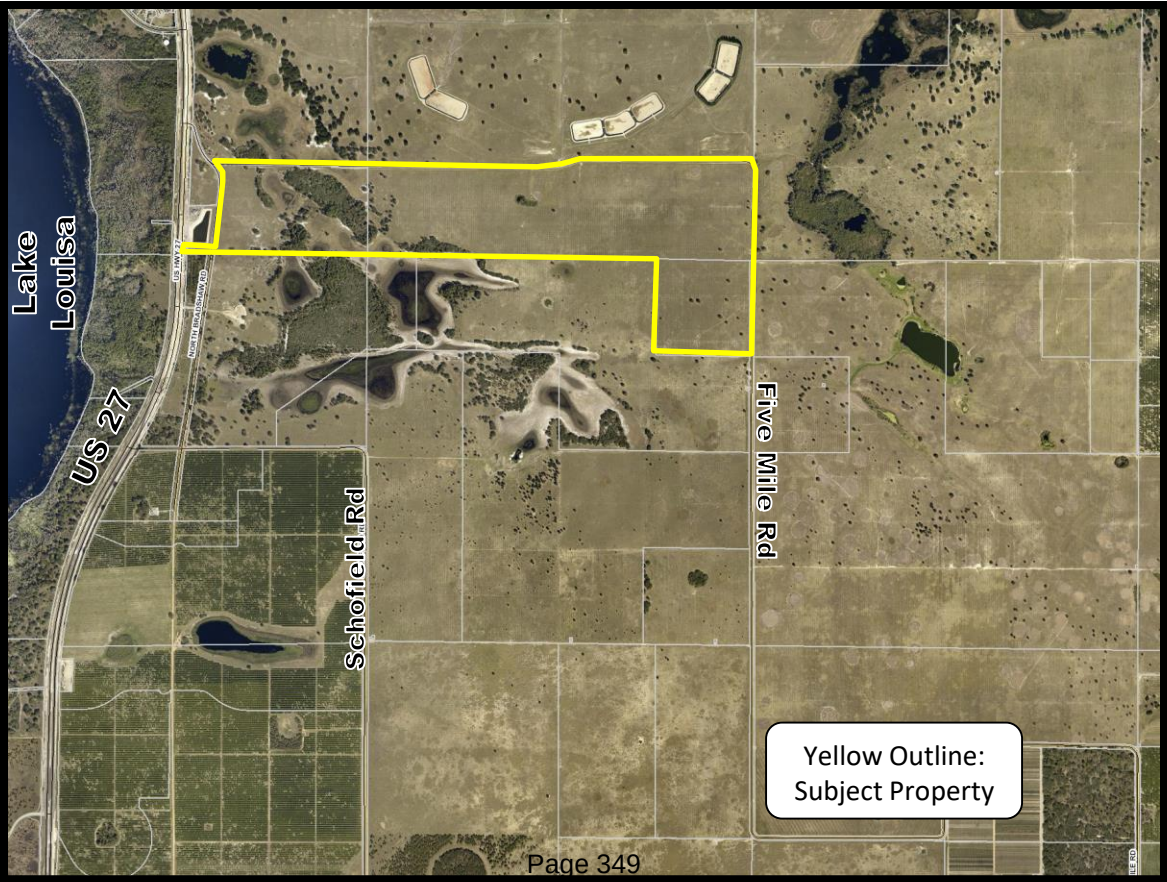


Exhibit – Wellness Way Development District Framework Map – Lennar Swap Property

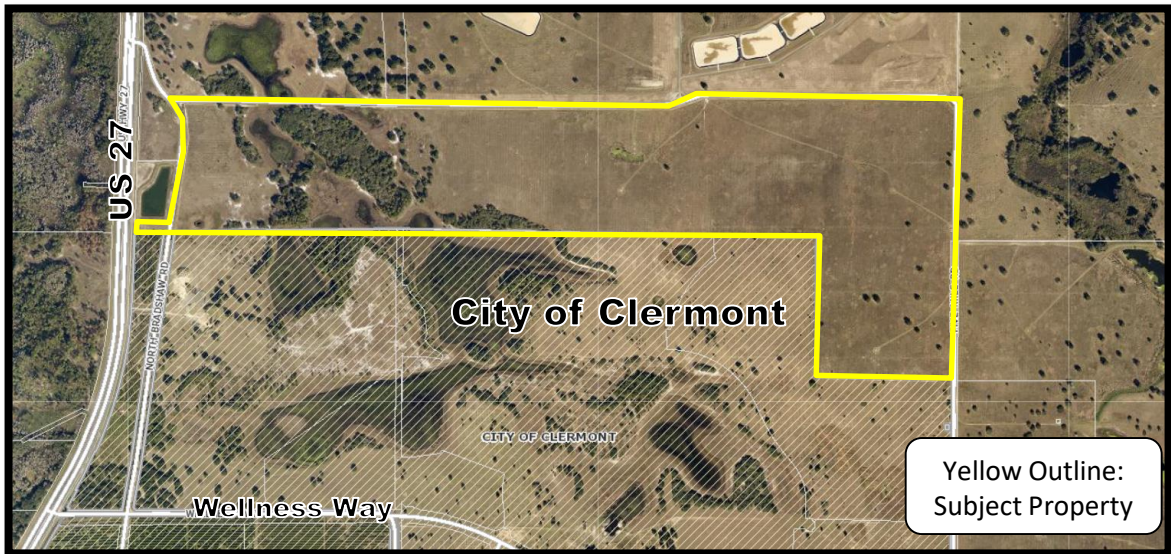
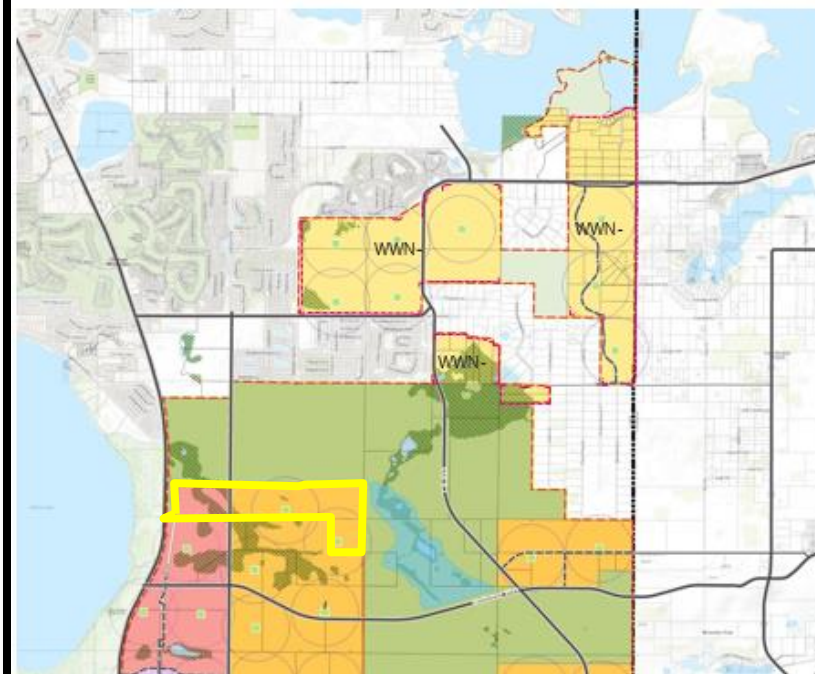


Figure 2.1: Wellness Way Development District Framework Map

- [] Neighborhood District
- [] US 27 District
- [] Multi Use W District
- [] Multi Use L District
- [] Conservation Subdivision District
- [] Wellness Way North District ¹
- [] CONSERV District
- [] Waterbodies
- [] Wetlands ²
- [] Primary Roadway Network
- [] Secondary Roadway Network
- [] Clay Road (Preserved)
- [] County Park
- [] Conceptual Neighborhood Form

¹ Subareas for purposes of Program Allocation are indicated by WWN-#

² Location and extent of wetlands and waterbodies shown on this map are approximate and subject to survey and regulatory agency jurisdictional determinations.



LEGAL NOTICE

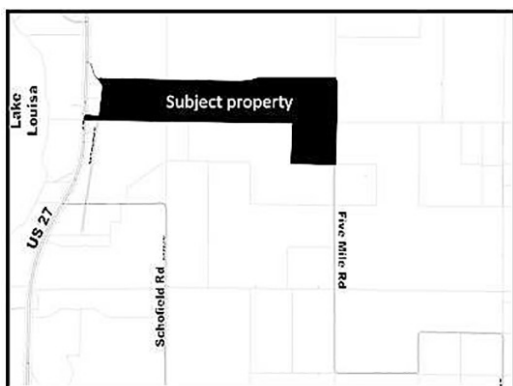
The Clermont City Council will consider the enactment of the following proposed Ordinance at their regularly scheduled meeting to be held Tuesday, January 23, 2024 at 6:30 PM at Clermont City Hall, Council Chambers located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2023-023

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

1.5 miles south of Hartwood Marsh Road, east US 27 and south of Five Mile Road
Alternate Key 3926960



LEGAL DESCRIPTION

PARCEL ID: 13-23-25-090-0049-00000

A PARCEL OF LAND LYING IN SECTIONS 15, 16 AND 22, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 16; THENCE RUN SOUTH 89°16'46" WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER FOR A DISTANCE OF 2479.84 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY #27 /STATE ROAD #25 ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION MAP SECTION 238422 1; THENCE RUN NORTH 02°16'40" EAST ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 97.09 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE RUN NORTH 89°52'47" EAST FOR A DISTANCE OF 357.99 FEET TO A POINT ON THE EAST LINE OF BRADSHAW ROAD AS MAINTAINED BY LAKE COUNTY, FLORIDA; THENCE RUN THE FOLLOWING COURSES ALONG SAID EAST LINE: NORTH 08°31'11" EAST FOR A DISTANCE OF 108.76 FEET; THENCE RUN NORTH 08°04'22" EAST FOR A DISTANCE OF 203.58 FEET; THENCE RUN NORTH 07°32'08" EAST FOR A DISTANCE OF 301.61 FEET; THENCE RUN NORTH 08°01'59" EAST FOR A DISTANCE OF 100.03 FEET; THENCE RUN NORTH 06°13'32" EAST FOR A DISTANCE OF 99.03 FEET; THENCE RUN NORTH 01°53'26" WEST FOR A DISTANCE OF 106.21 FEET; THENCE RUN NORTH 17°53'1 Q" WEST FOR A DISTANCE OF 101.00 FEET; THENCE RUN NORTH 32°15' 43" WEST FOR A DISTANCE OF 124.94 FEET; THENCE RUN NORTH 25°06'36" EAST FOR A DISTANCE OF 22.17 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF 5 MILE ROAD AS MAINTAINED BY LAKE COUNTY, FLORIDA; THENCE RUN THE FOLLOWING COURSES ALONG SAID SOUTH LINE: SOUTH 88°38'57" EAST FOR A DISTANCE OF 193.29 FEET; THENCE RUN NORTH 89°50'32" EAST FOR A DISTANCE OF 154.07 FEET; THENCE RUN SOUTH 88°57'53" EAST FOR A DISTANCE OF 597.94 FEET; THENCE RUN SOUTH 89°04'13" EAST FOR A DISTANCE OF 1648.76 FEET; THENCE RUN SOUTH 89°10'22" EAST FOR A DISTANCE OF 300.67 FEET; THENCE RUN SOUTH 89°29'11" EAST FOR A DISTANCE OF 299.23 FEET; THENCE RUN SOUTH 89°35'06" EAST FOR A DISTANCE OF 500.01 FEET; THENCE RUN SOUTH 89°37'32" EAST FOR A DISTANCE OF 399.93 FEET; THENCE RUN SOUTH 88°36'09" EAST FOR A DISTANCE OF 100.54 FEET; THENCE RUN NORTH 8°01'31" EAST FOR A DISTANCE OF 99.52 FEET; THENCE RUN NORTH 88°41'15" EAST FOR A DISTANCE OF 389.00 FEET; THENCE RUN NORTH 75°39'41" EAST FOR A DISTANCE OF 180.49 FEET; THENCE RUN NORTH 70°38'01" EAST FOR A DISTANCE OF 85.81 FEET; THENCE RUN NORTH 75°47'42" EAST FOR A DISTANCE OF 48.13 FEET; THENCE RUN NORTH 84°56'34" EAST FOR A DISTANCE OF 22.09 FEET; THENCE DEPARTING SAID SOUTH MAINTAINED LINE RUN SOUTH 00°18'54" WEST FOR A DISTANCE OF 47.05 FEET; THENCE RUN SOUTH 89°41'06" EAST FOR A DISTANCE OF 40.00 FEET; THENCE RUN NORTH 00°18'54" EAST FOR A DISTANCE OF 50.00 FEET TO THE AFORESAID SOUTH MAINTAINED LINE OF 5 MILE ROAD; THENCE RUN THE FOLLOWING COURSES ALONG THE AFORESAID SOUTH MAINTAINED LINE AND THE WEST MAINTAINED LINE OF 5 MILE ROAD: SOUTH 89°19'15" EAST FOR A DISTANCE OF 248.15 FEET; THENCE RUN SOUTH 89°51'57" EAST FOR A DISTANCE OF 200.19 FEET; THENCE RUN SOUTH 89°48'55" EAST FOR A DISTANCE OF 196.42 FEET; THENCE RUN SOUTH 89°25'54" EAST FOR A DISTANCE OF 201.34 FEET; THENCE RUN NORTH 89°56' 45" EAST FOR A DISTANCE OF 301.13 FEET; THENCE RUN SOUTH 89°48'02" EAST FOR A DISTANCE OF 400.83 FEET; THENCE RUN SOUTH 88°41'42" EAST FOR A DISTANCE OF 100.78 FEET; THENCE RUN NORTH 89°48'54" EAST FOR A DISTANCE OF 197.56 FEET; THENCE RUN SOUTH 89°50'13" EAST FOR A DISTANCE OF 304.21 FEET; THENCE RUN SOUTH 83°05'13" EAST FOR A DISTANCE OF 97.81 FEET; THENCE RUN SOUTH 60°30'46" EAST FOR A DISTANCE OF 47.74 FEET; THENCE RUN SOUTH 43°04'26" EAST FOR A DISTANCE OF 62.59 FEET; THENCE RUN SOUTH 04°59'22" EAST FOR A DISTANCE OF 80.69 FEET; THENCE RUN SOUTH 02°24'26" WEST FOR A DISTANCE OF 404.28 FEET; THENCE RUN SOUTH 00°32'02" WEST FOR A DISTANCE OF 779.65 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF AFORESAID SECTION 22; THENCE RUN NORTH 88°49'23" WEST ALONG SAID NORTH LINE FOR A DISTANCE OF 1.79 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE AF 5 MILE ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 357, PAGE 21 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 00°19'09" WEST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 1310.25 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22; THENCE RUN NORTH 89°00'54" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 1290.91 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22; THENCE RUN NORTH 00°20'55" EAST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF AFORESAID SECTION 22 FOR A DISTANCE OF 1314.56 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22; THENCE RUN NORTH 88°49'23" WEST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 22 FOR A DISTANCE OF 3969.87 FEET TO THE POINT OF BEGINNING.

CONTAINING 10,770,217 SQUARE FEET OR 247.25 ACRES, MORE OR LESS.

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.



APPLICATION & PETITION

DATE: _____

FEE: \$155.⁰⁰
+ cost of advertising

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

PROJECT NAME (if applicable): Lennar Swap PUD

APPLICANT: Lennar Homes

Address: 6675 Westwood Boulevard, 5th Floor

City: Orlando State: FL Zip: 32821

Phone: _____ Fax: _____

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

OWNER: Please see attached owner's list

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

AGENT NAME (Affidavit required): VHB - Erika Hughes

Address: 225 E. Robinson Street, Suite 300

City: Orlando State: FL Zip: 32801

Phone: 407.893.4769 Fax: _____

E-Mail: ehughes@vhb.com

Property address and/or general location: _____

East of US 27, South of Five Mile Road, North of Schofield Road, West of Five Mile Road

Area of property: 247.25 +/- acres, and/or _____ +/- sq. ft.

The property is PRESENTLY used for: Vacant

The property is PROPOSED to be used for: _____

Mixed use development following the Wellness Way guidelines.



Existing Lake County Land Use* : Wellness Way 1 & Wellness Way 4

Existing Lake County Zoning* : A & R-6

*** 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: _____
No structures exist on property.

State the reason or basis for this request: The parcel is located within the Wellness Way Area Plan which was recently adopted by the City. The parcel is located within the Clermont utilities service area; annexation is required to be served by the City.

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

Section 13, Township 23, Range 25

please see attached.

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 27 day of May, 2020.

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

X [Signature]
Landowner (Petitioner)
May 27 2020
Date

[Signature]
Notary Public
11/9/2024
My Commission Expires



Patrice Campitelli
Notary Public
State of Florida
Comm# HH061830
Expires 11/9/2024



OWNER / AGENT AFFIDAVIT (ANNEXATION)

Date: 5/27/22

Before me, the undersigned authority personally appeared Thomas H. Braun
(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:

3. That said authority (owner) has appointed (agent's name) VHB - Erika Hughes
_____ 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 [Signature]
Owner (signature)

X [Signature]
Agent's (signature)

Sworn to and subscribed before
me this 27 day of May,
20 22

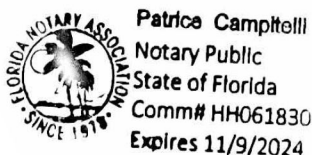
11/9/2024
Notary Public, State of FL
My commission expires:

Sworn to and subscribed before
me this 26th day of July,
20 22

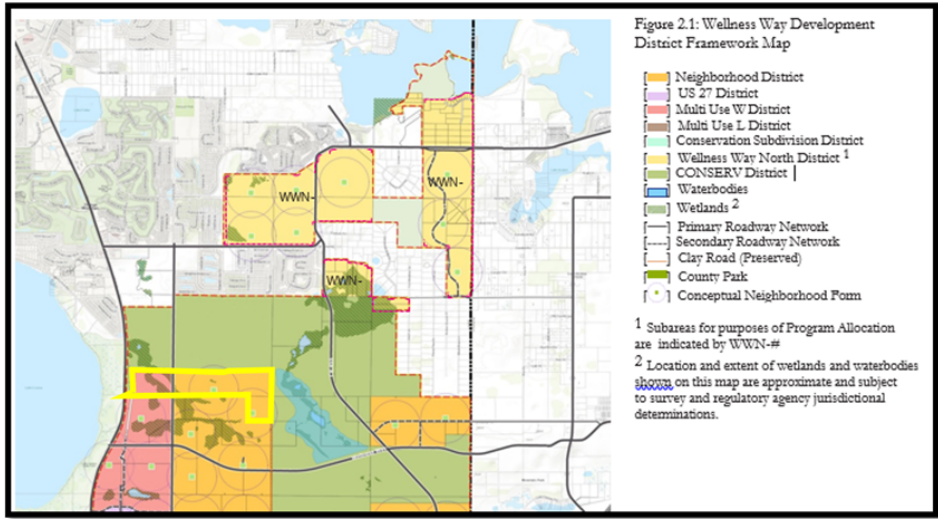
[Signature]
Notary Public, State of FL
My commission expires: 3/28/2026

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

Patrice Campitelli



AGENDA ITEM

Meeting Date	
Tuesday, January 9, 2024	
Agenda Item Name	
Ordinance No. 2023-024 <i>Intro Lennar Swap LSCPA</i>	
Requested Action	
Recommend approval of Ordinance 2023-024.	
Staff Report	
The applicant, VHB, has requested an amendment to the Future Land Use Map. The applicant is requesting the City to designate the property with a future land use category consistent with Land Uses within the Wellness Way Urban Service Area (WWUSA) upon annexation. The subject site is 247 +/- acres in size and is located just east of US Hwy 27 and 1.5 miles south of Hartwood Marsh Road. The property has historically been used for agricultural purposes. The applicant has three (3) pending requests before the City of Clermont. These include: (1) Annexation, (2) Comprehensive Plan Amendment, and (3) Rezoning to a Planned Unit Development (PUD). The property has two (2) existing Future Land Use designations in unincorporated Lake County. The western portion, approximately 56 acres, is Multi Use W District, and the eastern portion, approximately 191 acres, is Neighborhood District. The County's adopted Wellness Way Future Land Uses are identical to the City of Clermont's with the goal of having a consistent development plan within the WWUSA.	
 Figure 2.1: Wellness Way Development District Framework Map - Neighborhood District - US 27 District - Multi Use W District - Multi Use L District - Conservation Subdivision District - Wellness Way North District ¹ - CONSERV District - Waterbodies - Wetlands ² - Primary Roadway Network - Secondary Roadway Network - Clay Road (Preserved) - County Park - Conceptual Neighborhood Form ¹ Subareas for purposes of Program Allocation are indicated by WWN-# ² Location and extent of wetlands and waterbodies shown on this map are approximate and subject to survey and regulatory agency jurisdictional determinations.	
Since the project is greater than 50 acres, a large scale comprehensive plan review was required. The amendment was transmitted for comment to the State of Florida Department of Economic Opportunity (DEO) and other State agencies for review in early August of 2023. The City received four (4) responses from the reviewing agencies; three (3) were “no comment” and one (1) was “the Department found no provision that, if adopted, would result in adverse impacts.” Since no substantial comments or objections were received, the City is proceeding forward with the adoption of this request. The residential density and non-residential capacity for the project will be governed by the City’s Comprehensive Plan Policy 2.3.2: Future Land Use Categories Capacity Allocation tables. The applicant has requested a rezoning to a Planned Unit Development requesting up to 699 dwelling units and up to 229,000 square feet of non-residential uses, in which a portion will be a new elementary school site.	

The subject property is located entirely within the City of Clermont Utility Service Area and is adjacent to the City limits. The project is located within the City's JPA and ISBA boundary, and the City can provide adequate public facilities and services.

The application is consistent with Objective 2.3, Policy 2.3.1 and 2.3.2, of the City of Clermont Comprehensive Plan. Staff supports the applicant's request for a change from Lake County Multi Use W District and Lake County Neighborhood District to the City of Clermont Multi Use W District and City of Clermont Neighborhood District and recommends approval of Ordinance 2023-024.

Additional Analysis

Fiscal Impact Summary

None.

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

1.	Ord. 2023-024 - Lennar Swap CPA (12.11.2023) Final	Ord. 2023-024 - Lennar Swap CPA (12.11.2023) Final.pdf
2.	Lennar Swap Map	Lennar Swap Map.pdf
3.	WW Before	WW Before.pdf
4.	WW After	WW After.pdf
5.	Lennar Swap State Agency Responses	Lennar Swap State Agency Responses.pdf
6.	02_Comp Plan Application-large-scale	02_Comp Plan Application-large-scale.pdf
7.	Ad_Lennar Swap CPA	Ad_Lennar Swap CPA.pdf



CITY OF CLERMONT
ORDINANCE NO. 2023-024

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

WHEREAS, the Comprehensive Plan of the City of Clermont was adopted by the City of Clermont on August 13, 1991, in accordance with the Local Government Planning and Land Development Regulations Act of 1985, Chapter 163, Part II, Florida Statutes; and

WHEREAS, the Comprehensive Plan of the City of Clermont may be amended pursuant to Florida Statutes 163.3191; and

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

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

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

SECTION 1.

After public hearings held by the City of Clermont Local Planning Agency and the Clermont City Council, the 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

A Parcel of land lying in Sections 15, 16 and 22, Township 23 South, Range 26 East, Lake County, Florida.

Being more particularly described as:

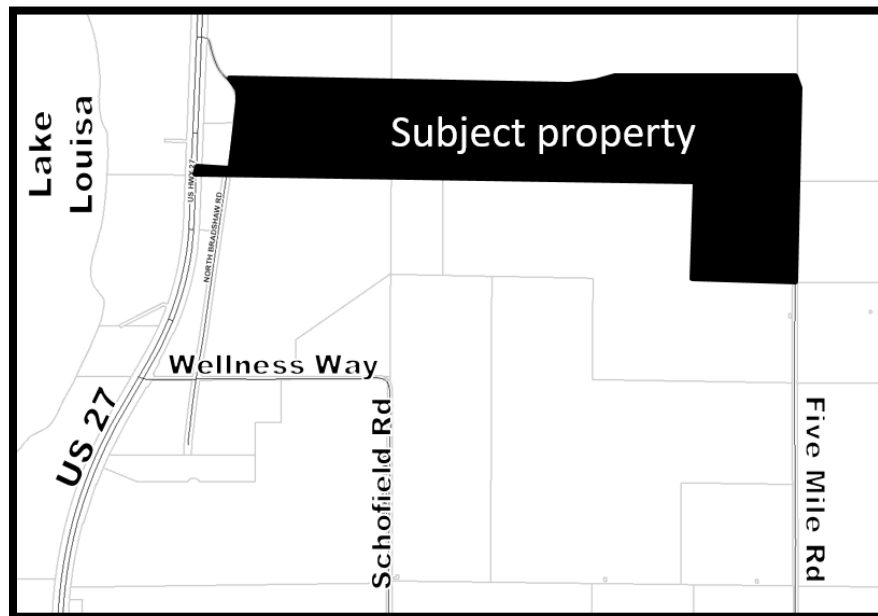


CITY OF CLERMONT
ORDINANCE NO. 2023-024

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 16; THENCE RUN SOUTH 89°16'46" WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER FOR A DISTANCE OF 2479.84 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY #27 /STATE ROAD #25 ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION MAP SECTION 238422 1; THENCE RUN NORTH 02°16'40" EAST ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 97.09 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE RUN NORTH 89°52'47" EAST FOR A DISTANCE OF 357.99 FEET TO A POINT ON THE EAST LINE AT BRADSHAW ROAD AS MAINTAINED BY LAKE COUNTY, FLORIDA; THENCE RUN THE FOLLOWING COURSES ALONG SAID EAST LINE: NORTH 08°31'11" EAST FOR A DISTANCE OF 108.76 FEET; THENCE RUN NORTH 08°04'22" EAST FOR A DISTANCE OF 203.58 FEET; THENCE RUN NORTH 07°32'08" EAST FOR A DISTANCE OF 301.61 FEET; THENCE RUN NORTH 08°01'59" EAST FOR A DISTANCE OF 100.03 FEET; THENCE RUN NORTH 06°13'32" EAST FOR A DISTANCE OF 99.03 FEET; THENCE RUN NORTH 01°53'26" WEST FOR A DISTANCE OF 106.21 FEET; THENCE RUN NORTH 17°53'1" Q" WEST FOR A DISTANCE OF 101.00 FEET; THENCE RUN NORTH 32°15'43" WEST FOR A DISTANCE OF 124.94 FEET; THENCE RUN NORTH 25°06'36" EAST FOR A DISTANCE OF 22.17 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF 5 MILE ROAD AS MAINTAINED BY LAKE COUNTY, FLORIDA; THENCE RUN THE FOLLOWING COURSES ALONG SAID SOUTH LINE: SOUTH 88°38'57" EAST FOR A DISTANCE OF 193.29 FEET; THENCE RUN NORTH 89°50'32" EAST FOR A DISTANCE OF 154.07 FEET; THENCE RUN SOUTH 88°57'53" EAST FOR A DISTANCE OF 597.94 FEET; THENCE RUN SOUTH 89°04'13" EAST FOR A DISTANCE OF 1648.76 FEET; THENCE RUN SOUTH 89°10'22" EAST FOR A DISTANCE OF 300.67 FEET; THENCE RUN SOUTH 89°29'11" EAST FOR A DISTANCE OF 299.23 FEET; THENCE RUN SOUTH 89°35'06" EAST FOR A DISTANCE OF 500.01 FEET; THENCE RUN SOUTH 89°37'32" EAST FOR A DISTANCE OF 399.93 FEET; THENCE RUN SOUTH 88°36'09" EAST FOR A DISTANCE OF 100.54 FEET; THENCE RUN NORTH 8°01'31" EAST FOR A DISTANCE OF 99.52 FEET; THENCE RUN NORTH 88°41'15" EAST FOR A DISTANCE OF 389.00 FEET; THENCE RUN NORTH 75°39'41" EAST FOR A DISTANCE OF 180.49 FEET; THENCE RUN NORTH 70°38'01" EAST FOR A DISTANCE OF 85.81 FEET; THENCE RUN NORTH 75°47'42" EAST FOR A DISTANCE OF 48.13 FEET; THENCE RUN NORTH 84°56'34" EAST FOR A DISTANCE OF 22.09 FEET; THENCE DEPARTING SAID SOUTH MAINTAINED LINE RUN SOUTH 00°18'54" WEST FOR A DISTANCE OF 47.05 FEET; THENCE RUN SOUTH 89°41'06" EAST FOR A DISTANCE OF 40.00 FEET; THENCE RUN NORTH 00°18'54" EAST FOR A DISTANCE OF 50.00 FEET TO THE AFORESAID SOUTH MAINTAINED LINE OF 5 MILE ROAD; THENCE RUN THE FOLLOWING COURSES ALONG THE AFORESAID SOUTH MAINTAINED LINE AND THE WEST MAINTAINED LINE OF 5 MILE ROAD: SOUTH 89°19'15" EAST FOR A DISTANCE OF 248.15 FEET; THENCE RUN SOUTH 89°51'57" EAST FOR A DISTANCE OF 200.19 FEET; THENCE RUN SOUTH 89°48'55" EAST FOR A DISTANCE OF 196.42 FEET; THENCE RUN SOUTH 89°25'54" EAST FOR A DISTANCE OF 201.34 FEET; THENCE RUN NORTH 89°56'45" EAST FOR A DISTANCE OF 301.13 FEET; THENCE RUN SOUTH 89°48'02" EAST FOR A DISTANCE OF 400.83 FEET; THENCE RUN SOUTH 88°41'42" EAST FOR A DISTANCE OF 100.78 FEET; THENCE RUN NORTH 89°48'54" EAST FOR A DISTANCE OF 197.56 FEET;

CITY OF CLERMONT
ORDINANCE NO. 2023-024

THENCE RUN SOUTH 89°50'13" EAST FOR A DISTANCE OF 304.21 FEET; THENCE RUN SOUTH 83°05'13" EAST FOR A DISTANCE OF 97.81 FEET; THENCE RUN SOUTH 60°30'46" EAST FOR A DISTANCE OF 47.74 FEET; THENCE RUN SOUTH 43°04'26" EAST FOR A DISTANCE OF 62.59 FEET; THENCE RUN SOUTH 04°59'22" EAST FOR A DISTANCE OF 80.69 FEET; THENCE RUN SOUTH 02°24'26" WEST FOR A DISTANCE OF 404.28 FEET; THENCE RUN SOUTH 00°32'02" WEST FOR A DISTANCE OF 779.65 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF AFORESAID SECTION 22; THENCE RUN NORTH 88°49'23" WEST ALONG SAID NORTH LINE FOR A DISTANCE OF 1.79 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE AT 5 MILE ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 357, PAGE 21 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 00°19'09" WEST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 1310.25 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22; THENCE RUN NORTH 89°00'54" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 1290.91 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22; THENCE RUN NORTH 00°20'55" EAST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF AFORESAID SECTION 22 FOR A DISTANCE OF 1314.56 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22; THENCE RUN NORTH 88°49'23" WEST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 22 FOR A DISTANCE OF 3969.87 FEET TO THE POINT OF BEGINNING.
CONTAINING 10,770,217 SQUARE FEET OR 247.25 ACRES, MORE OR LESS.



Location:

1.5 miles south of Hartwood Marsh Road, east US 27 and south of Five Mile Road
Alternate Key 3926960



CITY OF CLERMONT
ORDINANCE NO. 2023-024

CHANGE IN FUTURE LAND USE CLASSIFICATION

FROM LAKE COUNTY: WELLNESS WAY MULTI USE W AND NEIGHBORHOOD
TO CITY OF CLERMONT: WELLNESS WAY MULTI USE W AND NEIGHBORHOOD

SECTION 2: CONFLICT

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

SECTION 3: SEVERABILITY

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

SECTION 4: ADMINISTRATIVE CORRECTION

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



CITY OF CLERMONT
ORDINANCE NO. 2023-024

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 23rd day of January, 2024.

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 – Lennar Swap Property

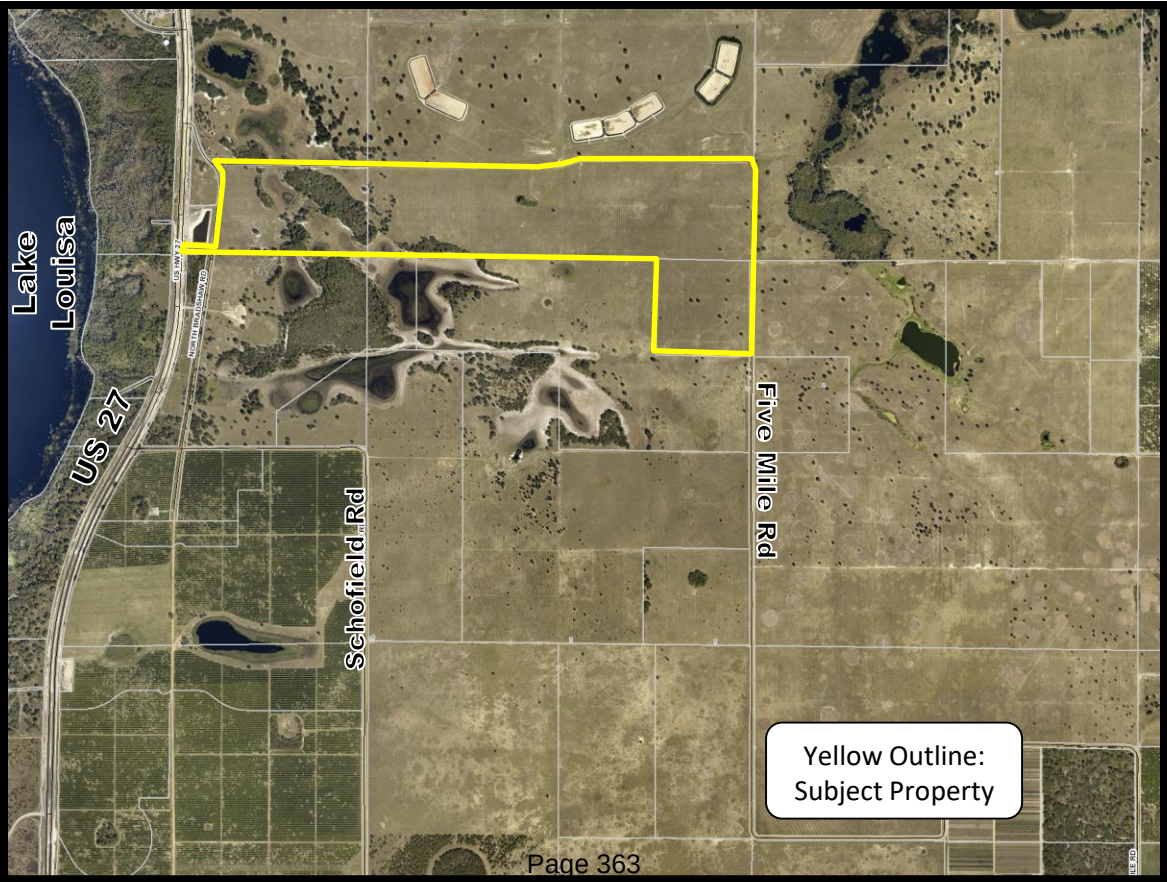
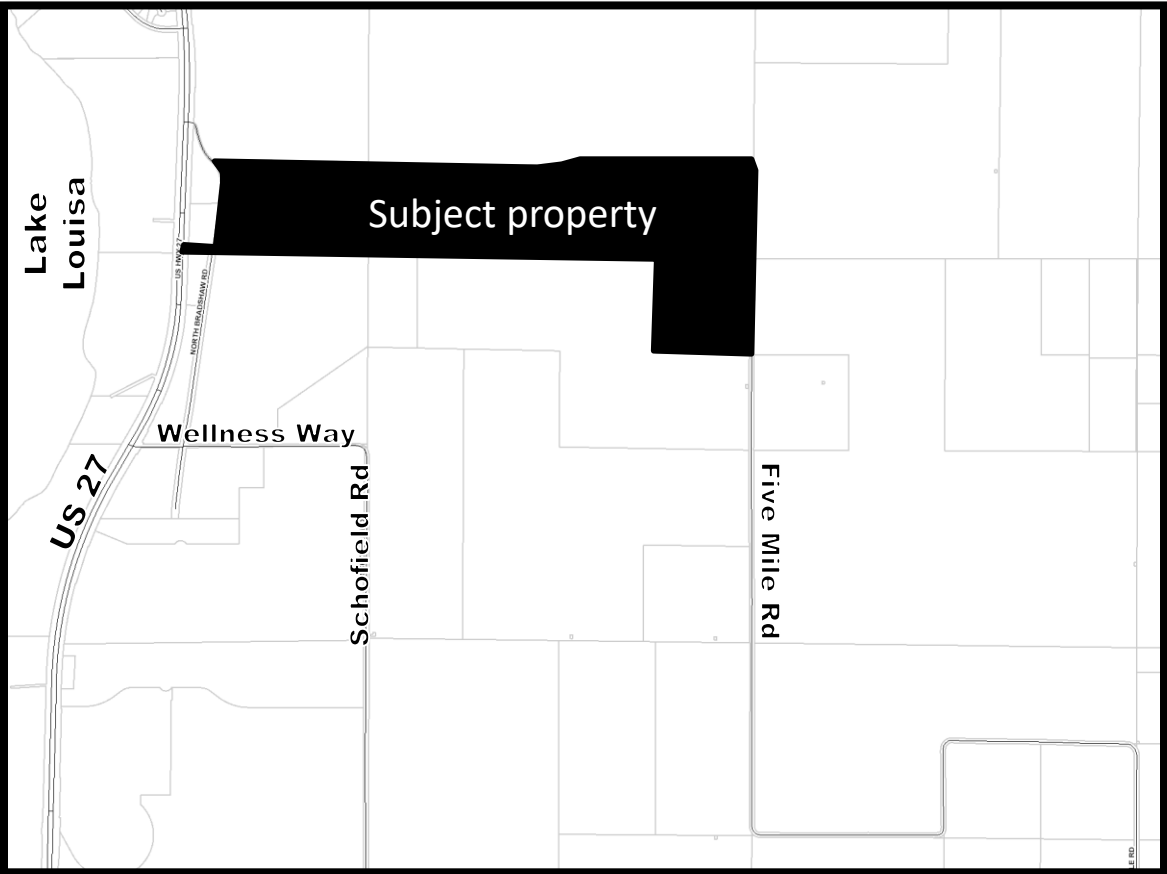
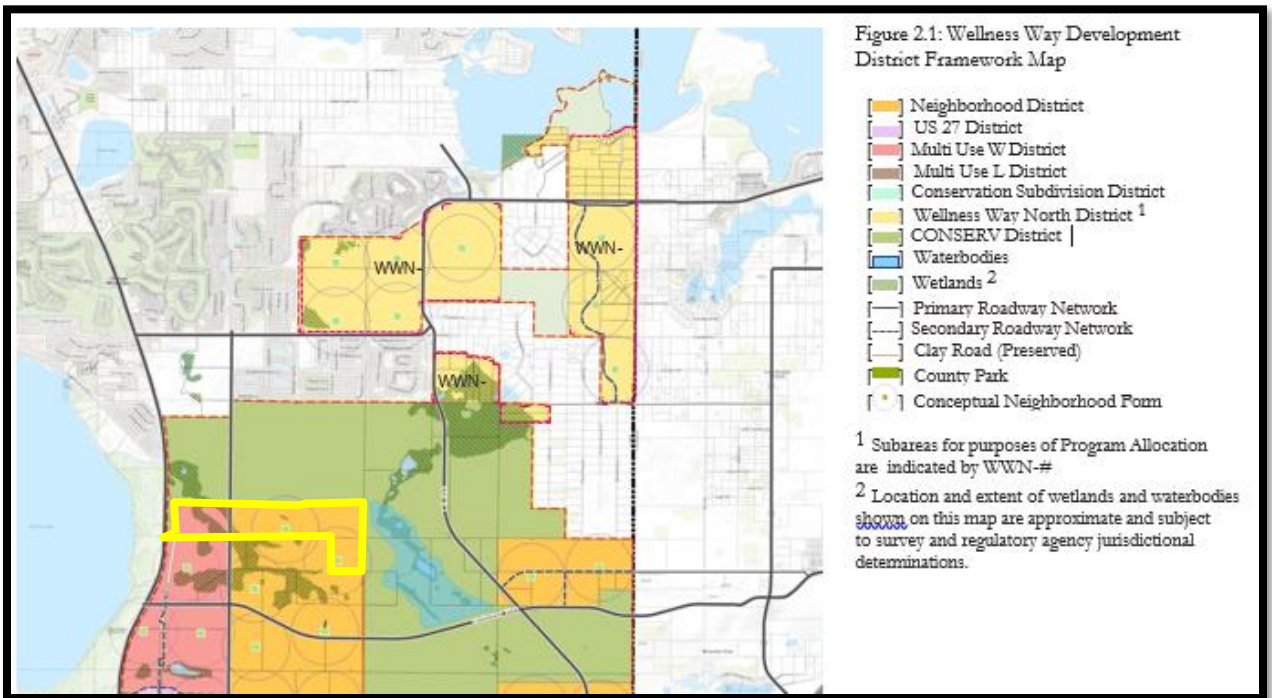
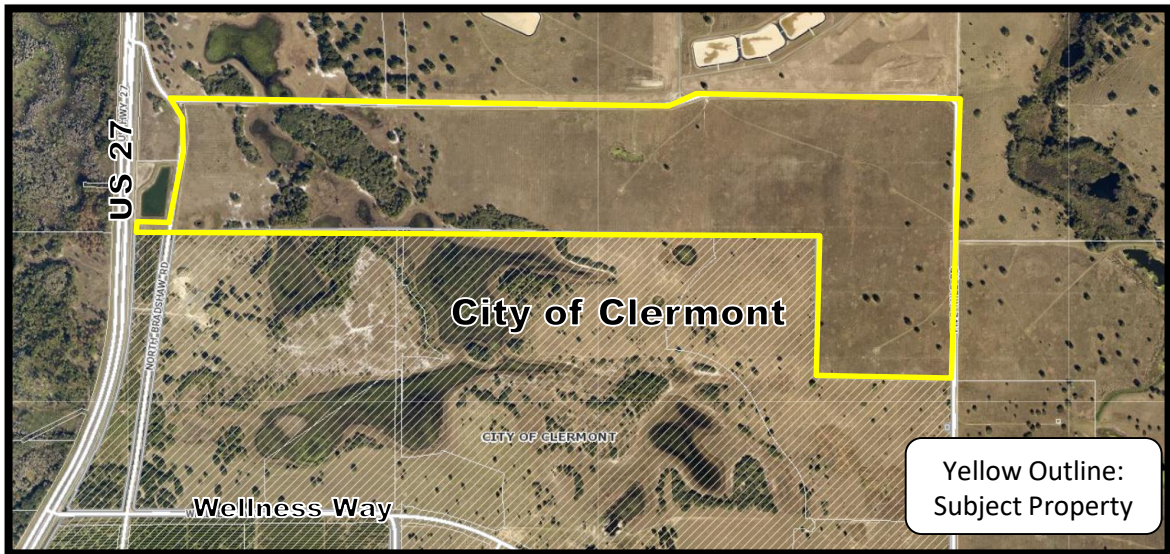
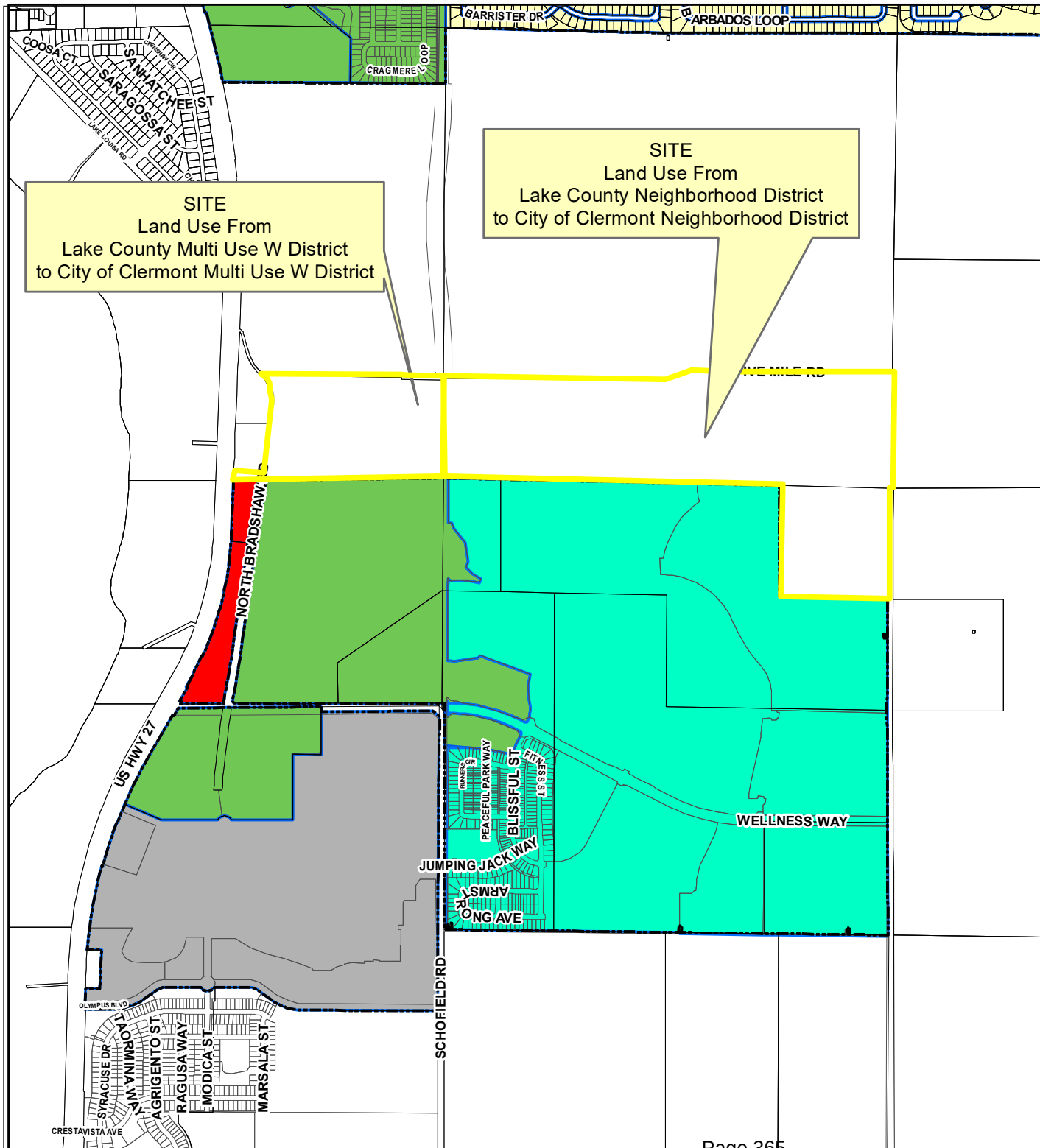


Exhibit – Wellness Way Development District Framework Map – Lennar Swap Property



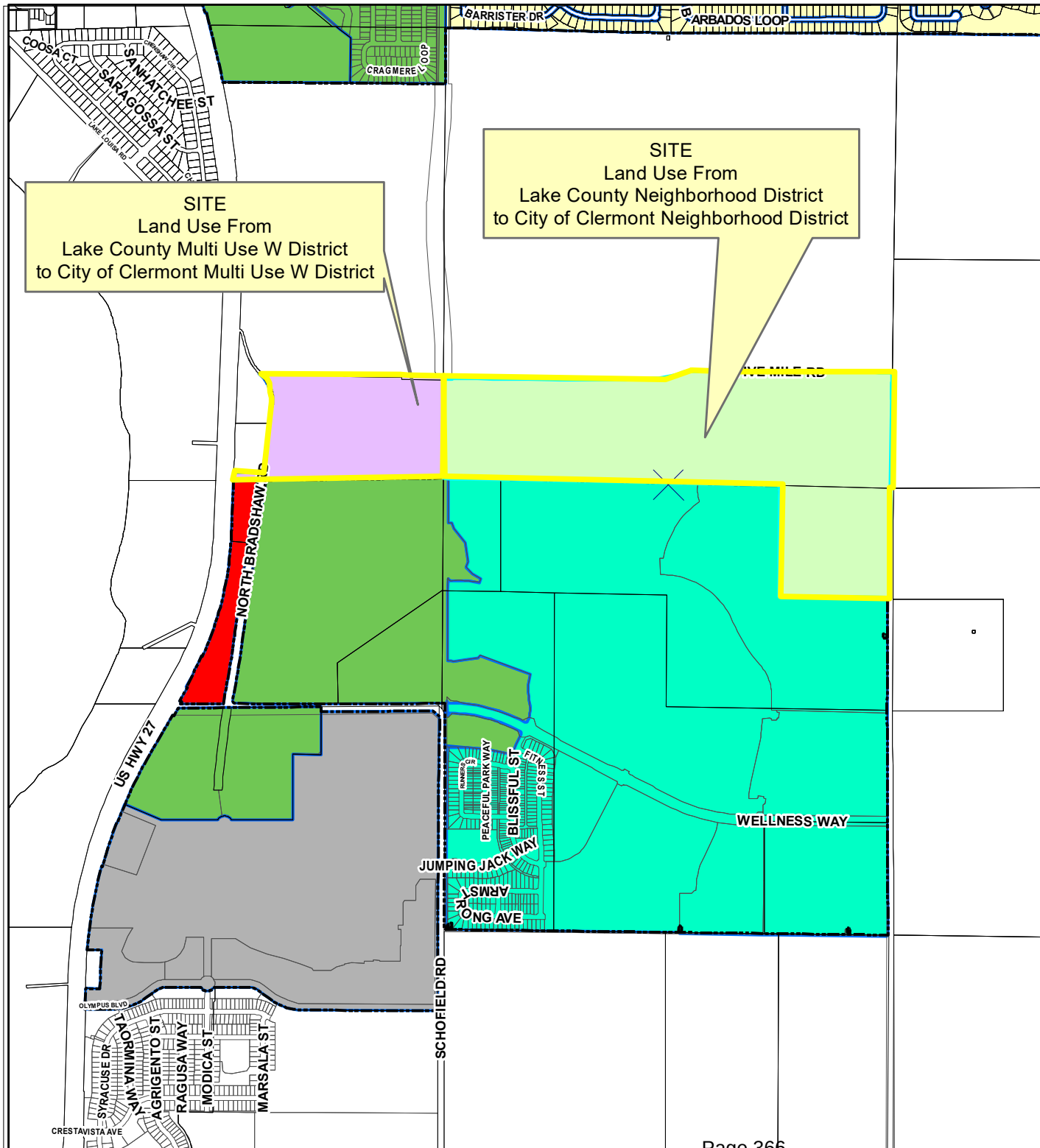


Before

Legend

- City Limits
- 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





After

Legend

-  City Limits
-  CBD CENTRAL BUSINESS DISTRICT
-  NEIGHBORHOOD DISTRICT
-  MULTI USE W 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



September 13, 2023

The Honorable Tim Murry
Mayor, City of Clermont
City Hall
685 West Monroe Street
Clermont, Florida 34711

Dear Mayor Murry:

The Florida Department of Commerce (FloridaCommerce) has reviewed the proposed comprehensive plan amendment for the City of Clermont (Amendment No. 23-01ESR) received on August 14, 2023. The review was completed under the expedited state review process. We have no comment on the proposed amendment.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the City is reminded that:

- Section 163.3184(3)(b), F.S., authorizes other reviewing agencies to provide comments directly to the City. **If the City receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.**
- **The second public hearing**, which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of agency comments or the amendment shall be **deemed withdrawn** unless extended by agreement with notice to FloridaCommerce and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.
- **The adopted amendment must be transmitted to FloridaCommerce within ten working days after the second public hearing pursuant to 163.3184(3)(c)2., F.S.** Under Section 163.3184(3)(c)2. and 4., F.S., the **amendment effective date** is 31 days after FloridaCommerce notifies the City that the amendment package is complete or, if challenged, until it is found to be in compliance by FloridaCommerce or the Administration Commission.

If you have any questions concerning this review, please contact Adrian Young, Planning Analyst, by telephone at (850)-717-8515 or by email at adrian.young@commerce.fl.gov.

Sincerely,



James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS /ay

Enclosure(s): Procedures for Adoption

cc: John Kruse, Planning Manager, City of Clermont

Tara McCue, Executive Director, East Central Florida Regional Planning Council

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR EXPEDITED STATE REVIEW

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit electronically using FloridaCommerce's electronic amendment submittal portal "**Comprehensive Plan and Amendment Upload**" (<https://fideo.my.salesforce-sites.com/cp/>) or submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format**, clearly depicting the parcel, its future land use designation, and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for expedited review:

"The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.

John E. Kruse

From: Steve Fitzgibbons <SFitzgibbons@sjrwmd.com>
Sent: Tuesday, September 5, 2023 11:46 AM
To: John E. Kruse
Cc: DCPexternalagencycomments@deo.myflorida.com
Subject: City of Clermont proposed comprehensive plan amendment 23-01ESR

Dear Mr. Kruse,

St. Johns River Water Management District (District) staff have reviewed City of Clermont proposed comprehensive plan amendment 23-01ESR in accordance with the provisions of Chapter 163, Florida Statutes (F.S.). Based on review of the submitted materials, District staff have **no comments** on the proposed amendment. If you have any questions or need additional information, please contact me.

Please note that all proposed and adopted comprehensive plan amendments can be submitted to the District by email at sfitzgibbons@sjrwmd.com.

Sincerely,
Steve Fitzgibbons

Steven Fitzgibbons, AICP
Intergovernmental Planner
St. Johns River Water Management District
7775 Baymeadows Way, Suite 102
Jacksonville, FL 32256
Office (386) 312-2369
Email: sfitzgib@sjrwmd.com
Website: www.sjrwmd.com
Connect with us: [Newsletter](#), [Facebook](#), [Twitter](#), [Instagram](#), [YouTube](#), [Pinterest](#)



www.sjrwmd.com/ePermit

We value your opinion. Please take a few minutes to share your comments on the service you received from the District by clicking this [link](#)

Notices

- Emails to and from the St. Johns River Water Management District are archived and, unless exempt or confidential by law, are subject to being made available to the public upon request. Users should not have an expectation of confidentiality or privacy.
- Individuals lobbying the District must be registered as lobbyists (§112.3261, Florida Statutes). Details, applicability and the registration form are available at <http://www.sjrwmd.com/lobbyist/>

John E. Kruse

From: Plan_Review <Plan.Review@dep.state.fl.us>
Sent: Monday, September 11, 2023 4:27 PM
To: John E. Kruse; DCPexternalagencycomments
Cc: Plan_Review
Subject: Clermont 23-01ESR Proposed

To: John E. Kruse, AICP, Planning Manager

Re: Clermont 23-01ESR – Expedited State Review of Proposed Comprehensive Plan Amendment

The Office of Intergovernmental Programs of the **Florida Department of Environmental Protection** (Department) has reviewed the above-referenced amendment package under the provisions of Chapter 163, Florida Statutes. The Department conducted a detailed review that focused on potential adverse impacts to important state resources and facilities, specifically: air and water pollution; wetlands and other surface waters of the state; federal and state-owned lands and interest in lands, including state parks, greenways and trails, conservation easements; solid waste; and water and wastewater treatment.

Based on our review of the submitted amendment package, **the Department has found no provision that, if adopted, would result in adverse impacts** to important state resources subject to the Department's jurisdiction.

Please submit all future amendments by email to Plan.Review@FloridaDEP.gov. If your submittal is too large to send via email or if you need other assistance, contact Lindsay Weaver at (850) 717-9037.





Florida Department of Transportation

RON DESANTIS
GOVERNOR

719 S. Woodland Boulevard
DeLand, Florida 32720

JARED W. PERDUE, P.E.
SECRETARY

September 8th, 2023

Mr. John E. Kruse, AICP
Planning Manager
City of Clermont
Development Services
685 W. Montrose Street
Clermont, Florida 34711

Subject: City of Clermont Proposed Comprehensive Plan Amendment 23-01ESR
Response Type: **No Comments**

Dear Mr. Kruse,

Pursuant to Section 163.3184(3), Florida Statutes (F.S.), in its role as a reviewing agency as identified in Section 163.3184(1)(c), F.S., the **Florida Department of Transportation (FDOT)** reviewed the amendment package for the City of Clermont Proposed 23-01ESR as requested in your transmittal letter, dated August 14, 2023.

The comprehensive plan amendment proposes changing the future land use designation of the subject property containing ±247 acres, from Lake County Wellness Way Neighborhood and Multi Use W to the City of Clermont Neighborhood and Multi Use W. The location map of the subject properties are shown in **Appendix A**. As shown in the map, S.R. 25/US 27 is located within a 3-mile radius and identified as a state roadway of state importance¹.

The amendment package proposes to change the adopted FLUM designation of the property is ±247 acres. This proposed amendment would change the future land use map designation for this property from Lake County Wellness Way Neighborhood and Multi Use W to the City of Clermont Neighborhood and Multi Use W. The adopted FLUM policy for Wellness Way Neighborhood and Multi Use W in Lake currently allows for three and eight dwelling units (D/Us) per acre, respectively. The proposed FLUM policy for City of Clermont Neighborhood and Multi Use W also allows for three and eight dwelling units (D/Us) per acre, respectively.

Analysis:

An analysis of existing State facilities within three (3) miles of the subject area is included as **Appendix B**. This analysis showed that currently all segments of S.R. 25/US 27 are operating at acceptable LOS targets. Based on the future YR 2045 scenario, one sections of S.R. 25/US 27, located within the three (3) miles of the subject property is projected to exceed LOS targets.

As noted above, this proposed amendment would change the future land use map designation for this property from Lake County Wellness Way Neighborhood and Multi Use W to the City of Clermont Neighborhood and Multi Use W for ±247 acres. The adopted FLUM policy currently

¹ State roadway of state importance is defined as any roadway located on the SIS, SHS, or the NHS.



Florida Department of Transportation

RON DESANTIS
GOVERNOR

719 S. Woodland Boulevard
DeLand, Florida 32720

JARED W. PERDUE, P.E.
SECRETARY

allows for 3 or 8 dwelling units per acre, which then wouldn't change with the proposed amendment as the future land use also allows for 3 or 8 dwelling units per acre. As the change in future land use would not have yielded a change in the projected vehicular traffic, there should be no difference in the expected impact of vehicular trips.

Result:

FDOT has reviewed the transmitted amendment for the City of Clermont pursuant to Section 163.3184(3), Florida Statutes. The proposed FLU amendments are not anticipated to have significant adverse impacts to transportation resources or facilities of state importance.

We appreciate the opportunity to review the proposed amendment and request that a copy of the adopted amendment, along with the supporting data and analysis be transmitted to the Department.

Thank you for coordinating on the review of this proposed amendment with FDOT. If you have any questions, please do not hesitate to contact me by email at james.rodriquez@dot.state.fl.us or by phone at 386-943-5457.

Sincerely,

James Rodriguez, D5 Growth Management Coordinator

cc: *Emily Johnson, Lake County*
Tara McCue, ECFRPC
D. Ray Eubanks, DEO
Barbara Powell, DEO

Melissa McKinney, FDOT
Tiffany Hill, FDOT
Ben Naselius, FDOT



Florida Department of Transportation

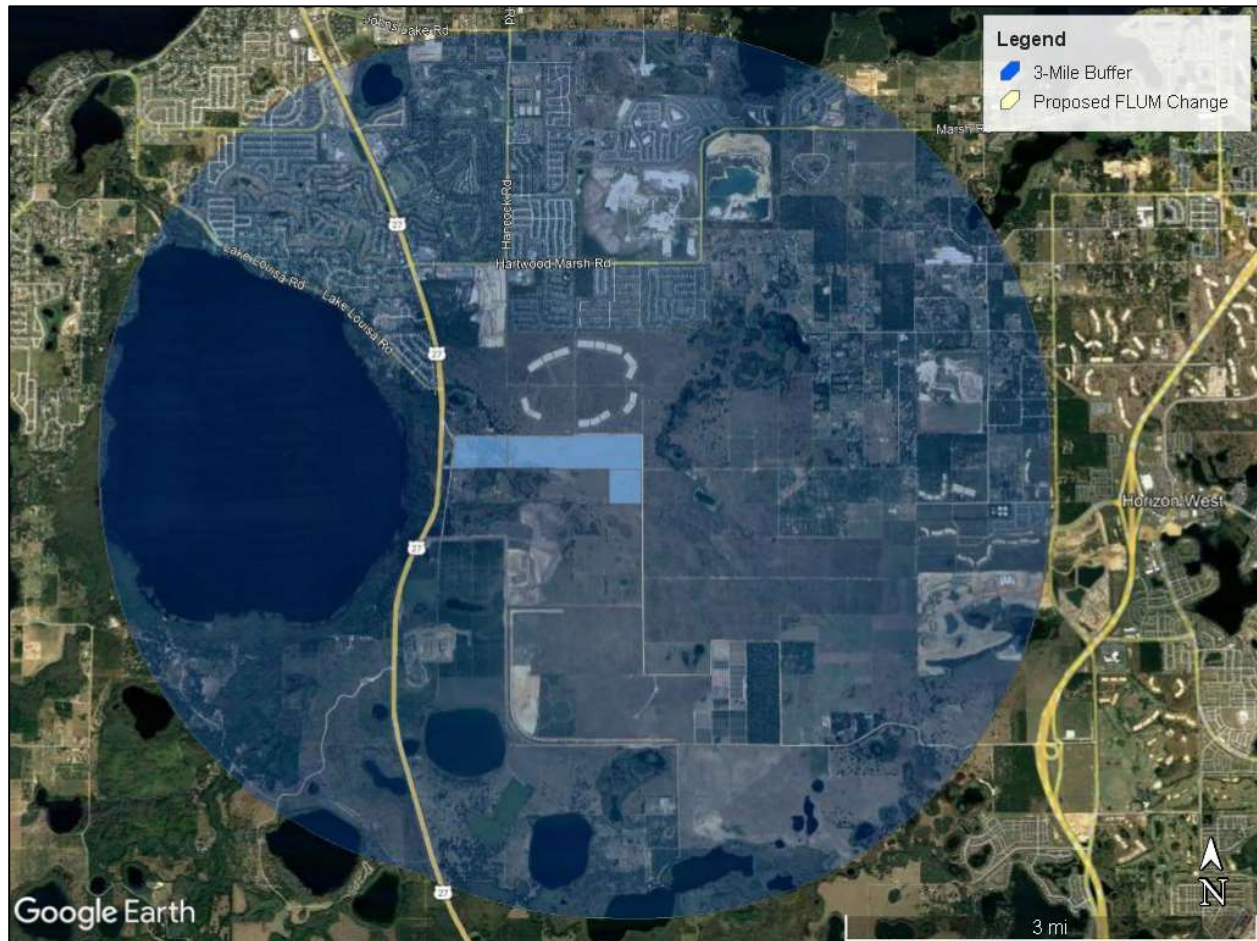
RON DESANTIS
GOVERNOR

719 S. Woodland Boulevard
DeLand, Florida 32720

JARED W. PERDUE, P.E.
SECRETARY

APPENDIX A

LOCATION MAP



Source: Google Earth



Florida Department of Transportation

RON DESANTIS
GOVERNOR

719 S. Woodland Boulevard
DeLand, Florida 32720

JARED W. PERDUE, P.E.
SECRETARY

APPENDIX B

STATE ROADWAY SEGEMENTS AFFECTED BY PROPOSED FLUM AMENDMENT

Roadway(s)	Begin Milepoint	End Milepoint	County	SIS	# of Lanes	LOS Target	2022			2045		
							Service Volume at LOS Target	AADT	Acceptable?	Service Volume at LOS Target	AADT	Acceptable?
S.R. 25/US 27	5.657	9.158	Lake	Y	6	C	67,600	23,000	Y	67,600	53,000	Y
	9.158	10.241	Lake	Y	6	D	99,400	23,000	Y	99,400	53,000	Y
	10.241	11.202	Lake	Y	6	D	62,900	30,500	Y	62,900	49,000	Y
	11.202	12.69	Lake	Y	6	D	62,900	36,500	Y	62,900	63,000	N



CITY OF CLERMONT
COMPREHENSIVE PLAN AMENDMENT
Application

DATE: _____

FEE: _____

Project Name (if applicable): Lennar Swap PUD

Applicant: VHB

Contact Person: Erika Hughes

Address: 225 E Robinson St, Suite 300

City: Orlando State: FL Zip: 32801

Phone: 407.893.4769 Fax: _____

E-Mail: ehughes@vhb.com

OWNER: please see attached owners' list

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-Mail: _____

General Location: East of US 27, South of Five Mile Rd, North of Schofield Rd, West of Five Mile Rd

Legal Description (include copy of survey): please see attached

Property size (in acres or square feet): 247.25 AC

Flood hazard area (yes) _____ and approx. acreage _____ (no) X

Existing (Actual) Land Use: Vacant

Existing Zoning: A & R-6 (Lake County)

Existing Future Land Use: Wellness Way 1 & Wellness Way 4

Proposed Future Land Use: Wellness Way Neighborhood District & Multi Use W District

Type of development proposed: Mixed-use development of up to 700 residential units, an elementary

or K-8 school site, and future center development that will contain a mix of uses.



Proposed density (dwelling units/acre) or intensity: per Comp Plan Policy 2.3.2 & Policy 2.91

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).

Following the recent adoption of the Wellness Way area comprehensive plan policies, the overall request is to annex the property in to the City of Clermont, request a Comprehensive Plan Amendment to apply Wellness Way Neighborhood District and Multi Use W District, consistent with the WWAP. Request a PUD rezoning for the project proposing development standards meeting the intent of the Wellness Way Design Guidelines.

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

Erika Hughes, who being

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

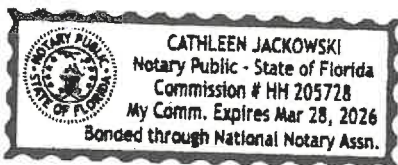
1. That he (she) affirms and certifies that he (she) understands and will comply with all ordinances, regulations and policies of Lake County, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his (her) knowledge and belief, and further, that this application 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 WellnessWay1 & WellnessWay4 to WW Neighborhood District/Multi Use W District 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.

ERIKA HUGHES
Affiant - Applicant Name (print)

X [Signature]
Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 26th day of July, 2022.



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

My Commission Expires: 3/28/2026



OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

Thomas W. Brown

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 Easement for the property of WellnessWay1 & Wellness Way 1 to be used for the purpose of that land is District for the property legally described on the 9/10/10 of this application.
3. That the owner of said property has at this time VHB- Erika Hughes 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.

Affiant - Applicant Name (print)

X [Signature]
Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 20 day of May, 2022

X

Patrice Campitelli
Notary Public, State of Florida at Large

My Commission Expires: 11/9/24



Patrice Campitelli
Notary Public
State of Florida
Comm# HH061830
Expires 11/9/2024

Property Owner 1

South Lake Crossings IV LLC
527 Main Street
Windermere, FL 34786

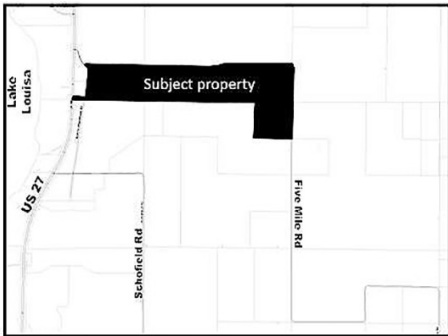
Property Owner 2

CPB Hilltop, LLC
18981 US Highway 441
Unit 357
Mt. Dora, FL 32757

CITY OF CLERMONT

NOTICE OF PROPOSED AMENDMENT TO COMPREHENSIVE PLAN ORDINANCE NO. 2023-024

The City of Clermont will hold a public hearing on Tuesday, January 23, 2024 (final hearing) beginning at 6:30 p.m. before the City Council to consider the adoption of the proposed change to the City's Future Land Use Map. The map amendment would change the Future Land Use designation for the property below from Lake County Wellness Way Neighborhood and Multi Use W to City of Clermont Wellness Way Neighborhood and Multi Use W.



LOCATION

1.5 miles south of Hartwood Marsh Road, east US 27 and south of Five Mile Road

Alternate Key 3926960

ORDINANCE NO. 2023-024

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

All public meetings will be held in the Clermont City Hall, 1st floor Council Chambers located at 685 W. Montrose Street, Clermont, FL 34711.

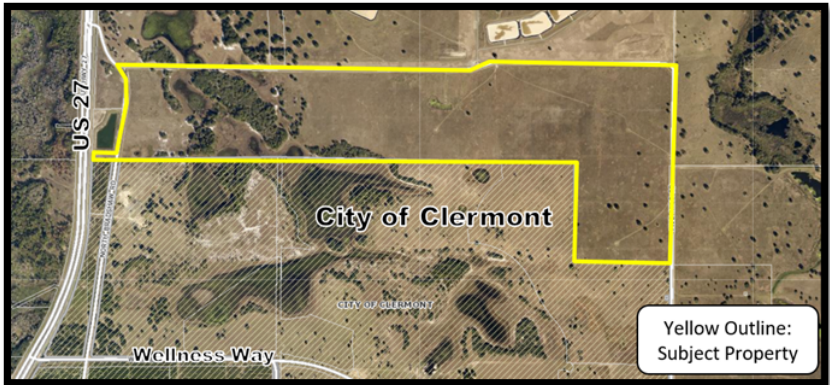
This application is available for public inspection in the Development Services Department, Monday through Friday between the hours of 8:00 AM and 5:00 PM.

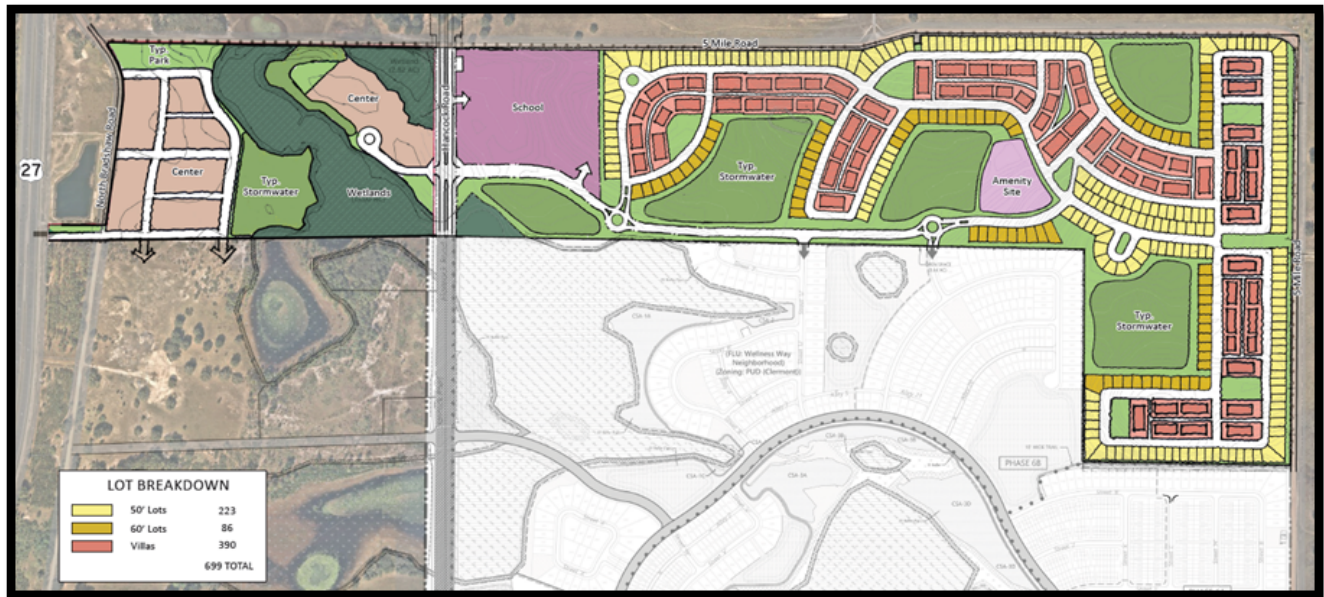
All interested parties will be given an opportunity to express their views on this matter.

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

AGENDA ITEM

Meeting Date	
Tuesday, January 9, 2024	
Agenda Item Name	
Ordinance No. 2023-025 <i>Intro</i> <i>Lennar Swap PUD Rezoning</i>	
Requested Action	
Recommend approval of Ordinance 2023-025.	
Staff Report	
The applicant, VHB, is requesting a rezoning to a Planned Unit Development (PUD). The applicant is requesting up to 699 dwelling units and up to 229,000 square feet of non-residential uses, in which a portion will be a new elementary school site. The property is within the Wellness Way Area Plan. The subject site is 247 +/- acres in size and is located just east of US Hwy 27 and 1.5 miles south of Hartwood Marsh Road. The property has historically been used for agricultural purposes.	
	
The project was reviewed under the Wellness Way Comprehensive Plan Goal, Objectives and Policies along with the Wellness Way Design Guidelines. The residential portion of the project has a base density of 605 dwelling units. The applicant has the ability to enter into a community benefit agreement (CBA) for offsite improvements and to seek additional units. Under Policy 2.3.2, the applicant can receive up to a 20% increase in density over the original Wellness Way Area Plan designation. The applicant has agreed to contribute \$15,000 per dwelling unit at 86 additional units for a total of \$1,290,000 to be used for offsite improvements designated by the City of Clermont. The community benefit agreement will memorialize the terms and conditions of the contribution. In addition, the applicant is donating right-of-way for the Hancock Road improvements and will also receive an additional eight (8) units. The total dwelling unit count will be limited to 699 dwelling units. Below is a Conceptual Lotting Plan showing the general layout of the project. The residential portion is planned to be a gated, active adult community, 55 plus.	



The PUD Site Plan, prepared by VHB with a revised date of December 14, 2023, was also reviewed under the Wellness Way Guidelines and Standards. The property has the future land use designation of Wellness Way Neighborhood District and Multi Use W District. The applicant has elected to use Policy 2.3.4.1 in the City's Comprehensive Plan that allows the development to reallocate land uses within the boundary of the PUD. The required 30% for Open Space shall be maintained within the project. The applicant is proposing 10 acres of Green Space and 59 acres of Wellness Space, which meets the requirement of 69 acres of open space. On Sheet C-8, Park Plan of the Swap PUD Plan, it is demonstrated through the park service area boundary that the proposed amenities will meet the requirements of Close-to-Home parks. These parks are owned and maintained by an HOA or other non-City entity.

The non-residential portion of the project will consist of a 15 acre elementary school site and the remaining acreage in Center uses. A proposed alternate land use plan has been submitted showing the western portion of the site proposing a high school, which is current under discussion. The land use plan on Sheet C-4 of the Swap PUD Plan shows the location of the non-residential uses within the Centers. At this current time, no defined uses have been presented and the uses will be consistent with uses within the Wellness Way Design Guidelines, Table 2.2.2. The non-residential uses will be capped at 228,612 square feet, as determined by the development program density based upon the future land use. The applicant is requesting two waivers to the Land Development Code. These consist of (1) private streets with gates and (2) cut/fill to exceed ten (10) feet up to 17.2% (42.5 acres) of the site. The area of cut/fill will be in the residential portion of the site, east of Hancock Road. Staff has no objections to the waiver requests.

Staff has reviewed the application and proposed project in regards to Section 125-486 Review Criteria for a Planned Unit Development. The proposed project is in conformance with the Neighborhood and Multi Use W Future Land Use of the Wellness Way Goal, Objectives and Policies in the City's Comprehensive Plan. The project meets the requirements of the Wellness Way Guidelines and Standards in the City's Land Development Code. The project has the necessary percentages of Center, Residential, and Open Space incorporated into the project. The City's water and sewer service will be required in order to develop the property, and capacity is available to serve the project. School concurrency shall be met as a requirement prior to site plan approval, if necessary, since it is an age-restricted development. The developer is offering a community benefit agreement for offsite improvements that will be used by the City for public facilities within the Wellness Way area. The project will have the mix of uses and residential types that are envisioned in the Wellness Way Area and is in conformance of the code. Staff is able to support the request and recommends approval of Ordinance 2023-025.

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 | Ord. 2023-025.pdf |
| 2. | Lennar Swap Map | Lennar Swap Map.pdf |
| 3. | Swap and Center | Swap and Center.pdf |
| 4. | 63639.01-Lennar-WellnessWaySwap-PD-Set 12-14-2023 | 63639.01-Lennar-WellnessWaySwap-PD-Set 12-14-2023.pdf |
| 5. | Swap_Rezoning_Application | Swap_Rezoning_Application.pdf |
| 6. | REZ Lennar Swap Ad | REZ Lennar Swap Ad.pdf |



CITY OF CLERMONT
ORDINANCE NO. 2023-025

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

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

PARCEL ID: 13-23-25-090-0049-00000

A PARCEL OF LAND LYING IN SECTIONS 15, 16 AND 22, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 16; THENCE RUN SOUTH 89°16'46" WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER FOR A DISTANCE OF 2479.84 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY #27 /STATE ROAD #25 ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION MAP SECTION 238422 1; THENCE RUN NORTH 02°16'40" EAST ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 97.09 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE RUN NORTH 89°52'47" EAST FOR A DISTANCE OF 357.99 FEET TO A POINT ON THE EAST LINE OF BRADSHAW ROAD AS MAINTAINED BY LAKE COUNTY, FLORIDA; THENCE RUN THE FOLLOWING COURSES ALONG SAID EAST LINE: NORTH 08°31'11" EAST FOR A DISTANCE OF 108.76 FEET; THENCE RUN NORTH 08°04'22" EAST FOR A DISTANCE OF 203.58 FEET; THENCE RUN NORTH 07°32'08" EAST FOR A DISTANCE OF 301.61 FEET; THENCE RUN NORTH 08°01'59" EAST FOR A DISTANCE OF 100.03 FEET; THENCE RUN NORTH 06°13'32" EAST FOR A DISTANCE OF 99.03 FEET; THENCE RUN NORTH 01°53'26" WEST FOR A DISTANCE OF 106.21 FEET; THENCE RUN NORTH 17°53'11" WEST FOR A DISTANCE OF 101.00 FEET; THENCE RUN NORTH 32°15'43" WEST FOR A DISTANCE OF 124.94 FEET; THENCE RUN NORTH 25°06'36" EAST FOR A DISTANCE OF 22.17 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF 5 MILE ROAD AS MAINTAINED BY LAKE COUNTY, FLORIDA; THENCE RUN THE FOLLOWING COURSES ALONG SAID SOUTH LINE: SOUTH 88°38'57" EAST FOR A



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DISTANCE OF 193.29 FEET; THENCE RUN NORTH 89°50'32" EAST FOR A DISTANCE OF 154.07 FEET; THENCE RUN SOUTH 88°57'53" EAST FOR A DISTANCE OF 597.94 FEET; THENCE RUN SOUTH 89°04'13" EAST FOR A DISTANCE OF 1648.76 FEET; THENCE RUN SOUTH 89°10'22" EAST FOR A DISTANCE OF 300.67 FEET; THENCE RUN SOUTH 89°29'11" EAST FOR A DISTANCE OF 299.23 FEET; THENCE RUN SOUTH 89°35'06" EAST FOR A DISTANCE OF 500.01 FEET; THENCE RUN SOUTH 89°37'32" EAST FOR A DISTANCE OF 399.93 FEET; THENCE RUN SOUTH 88°36'09" EAST FOR A DISTANCE OF 100.54 FEET; THENCE RUN NORTH 8°01'31" EAST FOR A DISTANCE OF 99.52 FEET; THENCE RUN NORTH 88°41'15" EAST FOR A DISTANCE OF 389.00 FEET; THENCE RUN NORTH 75°39'41" EAST FOR A DISTANCE OF 180.49 FEET; THENCE RUN NORTH 70°38'01" EAST FOR A DISTANCE OF 85.81 FEET; THENCE RUN NORTH 75°47'42" EAST FOR A DISTANCE OF 48.13 FEET; THENCE RUN NORTH 84°56'34" EAST FOR A DISTANCE OF 22.09 FEET; THENCE DEPARTING SAID SOUTH MAINTAINED LINE RUN SOUTH 00°18'54" WEST FOR A DISTANCE OF 47.05 FEET; THENCE RUN SOUTH 89°41'06" EAST FOR A DISTANCE OF 40.00 FEET; THENCE RUN NORTH 00°18'54" EAST FOR A DISTANCE OF 50.00 FEET TO THE AFORESAID SOUTH MAINTAINED LINE OF 5 MILE ROAD; THENCE RUN THE FOLLOWING COURSES ALONG THE AFORESAID SOUTH MAINTAINED LINE AND THE WEST MAINTAINED LINE OF 5 MILE ROAD: SOUTH 89°19'15" EAST FOR A DISTANCE OF 248.15 FEET; THENCE RUN SOUTH 89°51'57" EAST FOR A DISTANCE OF 200.19 FEET; THENCE RUN SOUTH 89°48'55" EAST FOR A DISTANCE OF 196.42 FEET; THENCE RUN SOUTH 89°25'54" EAST FOR A DISTANCE OF 201.34 FEET; THENCE RUN NORTH 89°56' 45" EAST FOR A DISTANCE OF 301.13 FEET; THENCE RUN SOUTH 89°48'02" EAST FOR A DISTANCE OF 400.83 FEET; THENCE RUN SOUTH 88°41'42" EAST FOR A DISTANCE OF 100.78 FEET; THENCE RUN NORTH 89°48'54" EAST FOR A DISTANCE OF 197.56 FEET; THENCE RUN SOUTH 89°50'13" EAST FOR A DISTANCE OF 304.21 FEET; THENCE RUN SOUTH 83°05'13" EAST FOR A DISTANCE OF 97.81 FEET; THENCE RUN SOUTH 60°30'46" EAST FOR A DISTANCE OF 47.74 FEET; THENCE RUN SOUTH 43°04'26" EAST FOR A DISTANCE OF 62.59 FEET; THENCE RUN SOUTH 04°59'22" EAST FOR A DISTANCE OF 80.69 FEET; THENCE RUN SOUTH 02°24'26" WEST FOR A DISTANCE OF 404.28 FEET; THENCE RUN SOUTH 00°32'02" WEST FOR A DISTANCE OF 779.65 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF AFORESAID SECTION 22; THENCE RUN NORTH 88°49'23" WEST ALONG SAID NORTH LINE FOR A DISTANCE OF 1. 79 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF 5 MILE ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 357, PAGE 21 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 00°19'09" WEST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 1310.25 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22; THENCE RUN NORTH 89°00'54" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 1290.91 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22; THENCE RUN NORTH 00°20'55" EAST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF AFORESAID SECTION 22 FOR A DISTANCE OF 1314.56 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22; THENCE RUN NORTH 88°49'23" WEST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTH LINE OF

THE NORTHWEST QUARTER OF SAID SECTION 22 FOR A DISTANCE OF 3969.87 FEET TO THE POINT OF BEGINNING.

CONTAINING 10,770,217 SQUARE FEET OR 247.25 ACRES, MORE OR LESS.

EAST PARCEL

CONTAINS 8,269,644 SQUARE FEET, 189.84 ACRES

WEST PARCEL

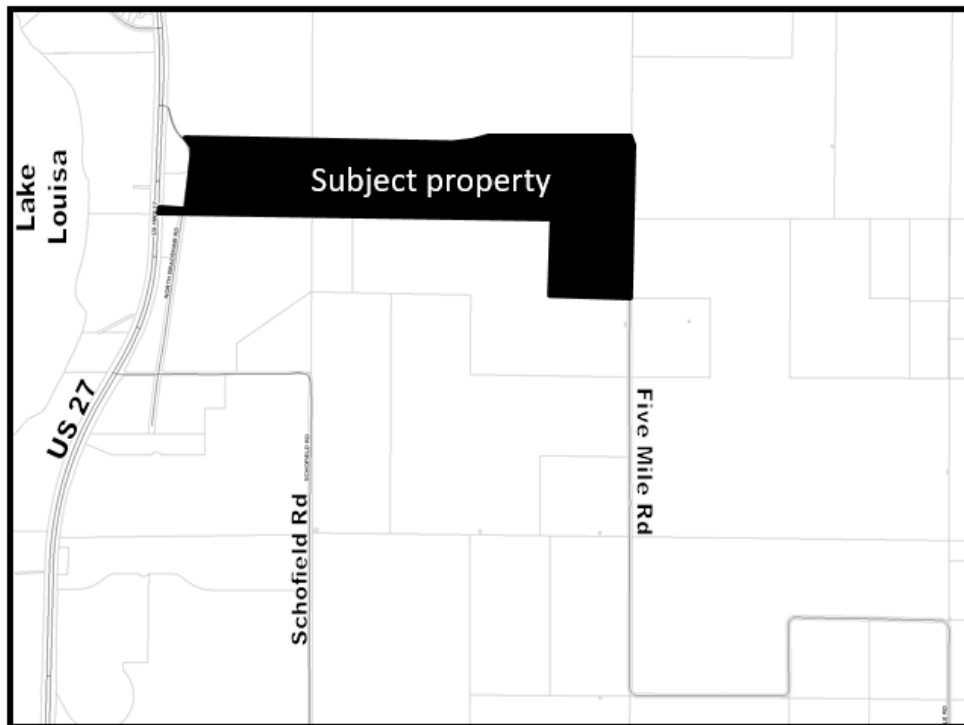
CONTAINS 2,500,573 SQUARE FEET, 57.41 ACRES

OVERALL PROPERTY

CONTAINS 10,770,217 SQUARE FEET OR 247.25 ACRES, MORE OR LESS.

LOCATION:

1.5 miles south of Hartwood Marsh Road, east US 27 and south of Five Mile Road
Alternate Key 3926960



PROPERTY REZONING

**From: Urban Transition UT
To: Planned Unit Development (PUD)**

SECTION 2: GENERAL CONDITIONS

This application for a Planned Unit Development is to allow for a single-family residential subdivision and non-residential uses on the property described above (hereinafter the "Property"); be granted subject to the following conditions:



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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 Attachment A: Wellness Way Swap PUD Land Use Plan, prepared by VHB with a latest issue date of December 14, 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 shall be installed by the developer in the utility easements, if required by the City, 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.
5. All Fire Department Access for the Project shall be provided in Accordance with the Florida Fire Prevention Code. The Alleys for the project are part of the Required Fire Apparatus Access Road and shall meet the requirements of Chapter 18.2 of the Florida Fire Prevention Code with a minimum width of 20 feet. The surface of the Fire Apparatus Access Roads in the Alleys shall be striped with No Parking Fire Lane Yellow markings. No Parking Fire Lane signs are required. The required No Parking Fire Lane Signs shall be installed on both sides of the alleys, every 60 feet. All Multifamily Buildings and Attached single family dwelling units shall be provided with Fire Sprinklers.

SECTION 3: LAND USES AND SPECIFIC CONDITIONS

This application for a Planned Unit Development to allow for single-family residential development and non-residential uses be granted subject to the following conditions:

1. The project may be developed in multiple phases. The project shall be developed according to the Neighborhood District and the Multi Use W District in the Comprehensive Plan and Wellness Way Community Guidelines and Standards, unless expressly stated within this PUD. Conflicts or omissions will be addressed according to Section 1.6 of the Wellness Way Community Guidelines and Standards.
2. The project will be constructed to the Wellness Way Neighborhood District and Multi Use W District contained in the City's Comprehensive Plan and Wellness Way Community Guidelines and Standards, as referenced in Section 125-464 of the Land Development Code, as may be amended from time to time. The project is based upon the Wellness Way Policy 2.3.2 that requires the following:

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NEIGHBORHOOD DISTRICT		
Total Property Area (TPA) minus wetlands		190.2 Acres
Open Space	30%	57.1 Acres
Center	5%	9.5 Acres
Residential	65%	123.6 Acres

MULTI USE W DISTRICT		
Total Property Area (TPA)		40.0 Acres
Open Space	30%	12.0 Acres
Center	20%	8.0 Acres
Residential	50%	20.0 Acres

3. The Developer has elected to use Policy 2.3.4.1: Flexibility of Future Land Use Category Boundaries within Single Ownership if proposed PUD contains more than one Future Land Use category, as in this case: Neighborhood District and Multi Use W District. The developer may propose the relocation of the boundaries of each FLU category within the boundaries of the PUD, to provide flexibility in overall project design. The resulting development program/entitlement shall not exceed the program/entitlement of the original FLU category boundaries. The burden is on the developer to show how the proposed boundary modification results in a superior project design and how it exceeds the goal and objectives of Wellness Way. In electing to use Policy 2.3.4.1, Developer has relocated the boundaries of the Neighborhood District and Multi Use W District within this PUD and has satisfied Developer's burden set forth in the immediately foregoing sentence.
4. The Residential Program will be developed according to the table below for the overall PUD:

NEIGHBORHOOD DISTRICT	3.6 DU/ACRE
Wellness Way Area Program	445 dwelling units
Policy 2.9.1 Density Bonus (4 acres of donated ROW x 2 du/acre)	8 dwelling units
Policy 2.3.2 Density Bonus (123.6 ac x 4.3 du/ac 20% for Community Benefit)	86 dwelling units
MULTI USE W DISTRICT	8 DU/ACRE
Wellness Way Area Program	160 dwelling units
Total Maximum Residential Units	699 dwelling units

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5. The Developer shall enter into a Community Benefit agreement with the City in order to receive a Density Bonus as set forth in Policy 2.3.2. The Community Benefit agreement shall be in the form as set forth in Attachment B, attached hereto and, upon execution, the terms and conditions thereof, shall be incorporated herein and made a part hereof.

6. The Non-Residential Program uses will be developed according to the table below:

NEIGHBORHOOD DISTRICT	
Center Acres	9.5 Acres
Floor Area Ratio Maximum	0.30
Total Maximum Center Program Uses	124,041 square feet
MULTI-USE W DISTRICT	
Center Acres	8.0 Acres
Floor Area Ratio Minimum	0.30
Total Maximum Center Program Uses	104,570 square feet
Total Non-Residential	228,612

7. Open Space shall consist of 69 acres, in which 59 acres will be used for Wellness Space and the remaining 10 acres for Green Space. All Open Space shall be open to the public consistent with Section 4.1.3 of the Wellness Way Community Guidelines and Standards. The Developer shall demonstrate compliance with Section 4 of the Wellness Way Community Guidelines and Standards at time of final site plan/platting approval for each phase. Open Space within each platted phase shall be open and accessible to the public.
8. An environmental assessment addressing habitat and species shall be submitted to the City during the construction plan approval stage of the overall project and prior to any development activities. Applicable permits for any gopher tortoises and associated burrow commensal species or other endangered species found on the property must be received from the appropriate regulatory agencies prior to the initiation of the development activity.
9. The project may have elevation changes over 10 feet of cut/fill on 17.2% or 42.5 acres of the site as indicated on Cut & Fill Analysis, Sheet C-10 of the Wellness Way Swap PUD Land Use Plan. These changes will be submitted to the City Engineer for review and approval at the time of final engineering.
10. 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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RESIDENTIAL DEVELOPMENT STANDARDS			
	Single Family Attached Dwelling Units Townhomes	Single Family Detached Dwelling Units	
		50' Lots	60' Lots
Minimum Lot Width	20 ft	50 ft	60 ft
Minimum Living Area (square feet)	1,400	1,500	1,500
Minimum Lot Depth	108 ft	120 ft	120 ft
Minimum Front Building Setback	15 ft (alley load)	20 ft	20 ft
Minimum Garage Setback (front/rear) (measured from edge of pavement)	20 ft	25 ft	25 ft
Minimum Side Yard Setback	0 ft/5 ft (end units)	5 ft	5 ft
Setback From Side Street	10 ft	10 ft	10 ft
Minimum Rear Yard Setback	15 ft	15 ft	15 ft
Minimum Rear Yard Setback for Pools, Patios, Decks or Ancillary Structures	5 ft	5 ft	5 ft
Minimum Building Separation	10 ft	10 ft	10 ft
Maximum Impervious Surface Ratio (ISR) ¹	0.85	0.75	0.75
Maximum Building Height ²	2-stories	2-stories	2-stories
Setback from Normal High Water Line, Mean High Water Line, or Jurisdictional Wetland Line	50 ft	50 ft	50 ft
Minimum Front Yard Utility Easement	10 ft	10 ft	10 ft
Minimum Side and Rear Yard Drainage and Utility Easement	5 ft	5 ft	5 ft

¹The 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.

²The maximum height for recreational amenity buildings shall be 55 ft.

11. The Center Program shall be developed according to Section 2.3 Site and Architectural Standards for Centers within the Wellness Way Community Guidelines and Standards. Local streets and connector roads shall follow the Wellness Way standards found in Section 3.3.1.

12. The project may have gated private streets for vehicular access as indicated on the Wellness Way Swap PUD Land Use Plan. Pedestrian and bicycle access shall be provided even if vehicular access is gated. Non-gated streets will be public streets. All streets and sidewalks located east of Hancock Road including streets and sidewalks that may be dedicated to the public shall be maintained by any Homeowners Association or Community Development District created for or related to the Property or the project. For purposes herein, maintenance shall include, but not limited to, the repair, reconstruction, resurfacing and restriping.
13. The project may have private dead-end streets that terminate with a Cul-de-Sac per City code.
14. The project may have alleys using the Wellness Way design criteria from section 3.3.1(c).
15. The project shall be developed in accordance with the City of Clermont Utility Standards.
16. The development will be served with connections on Hancock Road for the east side of the property and US 27 for the west side of the property with no interconnection between the two properties. The following intersection improvements will be required to be constructed:
 - i. Project Driveway at Hancock Road: Add northbound left (245 feet), southbound left (245 feet), northbound right turn lane (245 feet) and a southbound right (245 feet). Add traffic signal when warrants are met.
 - ii. Project Driveway East at US 27: Add a full access connection on US 27 (permitting to be obtained from FDOT at the time the West Property develops). Add a southbound left (755 feet) and northbound right turn lane (505 feet). Add traffic signal when warrants are met.
 - iii. School Entrance on East Property Access Road: Add an eastbound left turn lane (245 feet) with two-way stop control. This improvement shall be constructed by Lake County School Board (LCSB).
17. The Developer shall enter into a Proportionate Share Transportation Impact Fee Credit agreement or a road agreement (which may be in the form of a partial assignment of the existing Roadway Improvement Agreement for Wellness Way and Hancock Road Extension last executed March 23, 2021) with Lake County prior to the issuance of any construction including mass grading, infrastructure construction or building permit, subject to final approval by Lake County. The Agreement, at a minimum, shall require the Developer to fund improvements for Segment D South – Phase 2 and Segment D North.
18. The developer shall reserve land for the future development of Bradshaw Rd along the area of the existing unimproved Bradshaw Rd. The area to be reserved shall be a minimum of 60 foot in width along with the possibility of an additional slope easement.



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19. Coordination between the Developer, Lake County, City of Clermont, and/or the Lake County School Board shall be required for the continuation of the existing Clay Trail (aka 5 Mile Road). If the Clay Trail is elected to be improved or modified, all parties agree to provide an equitable solution in preserving this important feature of the area.
20. Street lighting installation shall be included for all Planned Unit Development internal roadways. The Developer shall coordinate with the power utility provider for the installation and placement. The Developer, or any Homeowners Association or Community Development District created for or related to the Property or the project, or any phase thereof shall be responsible for the cost of installation, operation, and maintenance of street lighting located east of Hancock Road. The lighting installed shall meet the Dark Sky standards.
21. School concurrency shall be met before final plat approval for the respective phase in accordance with the Comprehensive Plan and Land Development Code.
22. All school facilities shall be constructed in accordance with the Florida Department of Education standards (SREF).
23. The Developer shall provide water quality treatment and attenuation meeting SJRWMD requirements for all stormwater from the 15 acre Parcel 1 Elementary School Site in the off-site pond located south of the south neighborhood connector road, in tract W-17.
24. The owner/developer shall notify owners in writing: (i) mining activities are in the vicinity and there are sounds, fugitive dust particles and other potential hazards that may be encountered periodically resulting from the existing sand mine, (ii) the property is located within the Lake Louisa State Park Smoke Shed and at times less than desirable conditions may exist due to controlled burning, (iii) the property is located adjacent to a reclaimed water and disposal facility, and (iv) the property is located adjacent to a proposed elementary school site.
25. This Planned Unit Development shall expire in the event that significant continuous development actions authorized or required hereunder for the initial phase of the project do not occur for a period of three (3) years after the date that this Planned Unit Development is approved by the City Council and becomes legally effective. In the event of such expiration the provisions of City Code Section 125-487 (i) as amended, shall apply.

SECTION 4: PUBLIC SERVICES

1. The Developer shall connect to the existing City potable water and sanitary sewer systems at connection point or points approved by the City.
2. The route of any off-site lines shall be according to engineering plans produced by the developer and approved by the City.



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3. Any proposed City-maintained utilities that are not located within a dedicated public right-of-way shall be placed in a utility easement dedicated to the City. Easements shall be provided at no expense to the City and in a form acceptable to the City.
4. The Developer shall be responsible for all costs of on-site and off-site potable water and sanitary sewer systems improvements, including, but not limited to design, material, permitting, connection and installation of sufficient size lines, lift stations, property for city maintained facilities and other appurtenances necessary to allow the City to serve the property.
5. Any existing dedicated City of Clermont utilities must stay in service throughout construction. If the construction requires that the utilities be relocated or altered, the Developer shall prepare plans, permit the project and construct the modification at the Developer's expense.
6. Except for model homes, 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. The City may require a looped system to provide reliability and redundancy to the property.
8. The project shall be plumbed with purple piping to irrigate all uses.
9. All utilities shall be designed and installed as per the City's specifications or as amended and approved by City staff.
10. Drainage/Stormwater Management: The Developer shall submit drainage calculations and a stormwater management plan when filing for final engineering approval. A lawfully created Community Development District or other entity acceptable to the City, shall be responsible for maintenance of all private stormwater ponds and drainage systems and improvements. Unless otherwise provided in the approved plans or plat for the Project, or in a separate agreement approved by the City, all such improvements located on the private property, including, streets, roads and bike or pedestrian paths, shall be maintained by the Community Development District or other entity acceptable to the City.
11. 10 feet utility lateral line easements may be used in lieu of 15 feet in order to accommodate standard 10 feet building separation.
12. Lift station access shall meet all City criteria.
13. Bulkheads, walls, or non-turf vegetation slope stabilization may be used for stormwater retention side slopes.



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14. Notwithstanding anything contained herein to the contrary, to the extent that any water, or sewer improvements provide capacity additional to that required to serve the Project, the Developer and the City may, pursuant to Section 2-267 – Credits, of the City Code, enter into an impact fee agreement which shall provide for the establishment of credits and payment of impact fees in a specified manner and time.
15. The project buffer areas shall comply with Section 5.1 of the Wellness Way Guidelines and Standards.
16. All construction shall incorporate Water Sense plumbing fixtures, Energy Star appliances, and Water Star Silver requirements consistent with Section 5.4 of the Wellness Way Guidelines and Standards.
17. Topsoil and/or soil amendments will be required prior to any landscape planting to help reduce the irrigation needs to maintain healthy landscaping. Landscaping and screening shall be in accordance with the Comprehensive Plan and LDC, as amended. Notice is hereby given that Wellness Way specific standards are under development, and, if adopted, shall apply to any undeveloped portions of this project.
18. All alley served residential dwelling units shall have a rear facing address number with legible numbers not less than three-inches high, placed in a conspicuous place as to be readily seen, such as over a door way or garage door.

SECTION 5: CONFLICT

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

SECTION 6: SEVERABILITY

Should any Section or part of this 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 7: ADMINISTRATIVE CORRECTION

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



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SECTION 8: RECORDING

This Ordinance shall be recorded in the Public Records of Lake County, Florida. Recording fees will be at the expense of the applicant.

SECTION 9: PUBLICATION AND EFFECTIVE DATE

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



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PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 23rd day of January 2024.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney



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Attachment A:
Wellness Way Swap PUD Land Use Plan
Latest Issue Date – December 14, 2023



225 E. Robinson Street
Suite 300
Orlando, FL 32801
407.839.4006
r 407.839.4008
Certificate of Authorization Number FL #3932

LEGAL DESCRIPTION:

A Parcel of land lying in Sections 15, 16 and 22, Township 23 South, Range 26 East, Lake County, Florida.
Being more particularly described as:

BEGINNING at the Southeast corner of the Southeast Quarter of said Section 16; thence run South 89°16'46" West along the South line of said Southeast Quarter for a distance of 2479.84 feet to a point on the East right of way line of U.S. Highway #27/State Road #25 according to Florida Department of Transportation Map Section 238422.1; thence run North 02°16'40" East along said East right of way line for a distance of 97.09 feet; thence departing said East right of way line run North 89°52'47" East for a distance of 357.99 feet to a point on the East line of Bradshaw Road as maintained by Lake County, Florida; thence run the following courses along said East line: North 08°31'11" East for a distance of 108.76 feet; thence run North 08°04'22" East for a distance of 203.58 feet; thence run North 07°32'08" East for a distance of 301.61 feet; thence run North 08°01'59" East for a distance of 100.03 feet; thence run North 06°13'32" East for a distance of 99.03 feet; thence run North 01°53'26" West for a distance of 106.21 feet; thence run North 17°53'10" West for a distance of 101.00 feet; thence run North 32°15'43" West for a distance of 124.94 feet; thence run North 25°06'36" East for a distance of 22.17 feet to the intersection with the South line of 5 Mile Road as maintained by Lake County, Florida; thence run the following courses along said South line: South 88°38'57" East for a distance of 193.29 feet; thence run North 89°50'32" East for a distance of 154.07 feet; thence run South 88°57'53" East for a distance of 597.94 feet; thence run South 89°04'13" East for a distance of 1648.76 feet; thence run South 89°10'22" East for a distance of 300.67 feet; thence run South 89°29'11" East for a distance of 299.23 feet; thence run South 89°35'06" East for a distance of 500.01 feet; thence run South 89°37'32" East for a distance of 399.93 feet; thence run South 88°36'09" East for a distance of 100.54 feet; thence run North 87°01'31" East for a distance of 99.52 feet; thence run North 88°41'15" East for a distance of 389.00 feet; thence run North 75°39'41" East for a distance of 180.49 feet; thence run North 70°38'01" East for a distance of 85.81 feet; thence run North 75°47'42" East for a distance of 48.13 feet; thence run North 84°56'34" East for a distance of 22.09 feet; thence departing said South maintained line run South 00°18'54" West for a distance of 47.05 feet; thence run South 89°41'06" East for a distance of 40.00 feet; thence run North 00°18'54" East for a distance of 50.00 feet to the aforesaid South maintained line of 5 Mile Road; thence run the following courses along the aforesaid South maintained line and the West maintained line of 5 Mile Road: South 89°19'15" East for a distance of 248.15 feet; thence run South 89°51'57" East for a distance of 200.19 feet; thence run South 89°48'55" East for a distance of 196.42 feet; thence run South 89°25'54" East for a distance of 201.34 feet; thence run North 89°56'45" East for a distance of 301.13 feet; thence run South 89°48'02" East for a distance of 400.83 feet; thence run South 88°41'42" East for a distance of 100.78 feet; thence run North 89°48'54" East for a distance of 197.56 feet; thence run South 89°50'13" East for a distance of 304.21 feet; thence run South 83°05'13" East for a distance of 97.81 feet; thence run South 60°30'46" East for a distance of 47.74 feet; thence run South 43°04'26" East for a distance of 62.59 feet; thence run South 04°59'22" East for a distance of 80.69 feet; thence run South 02°24'26" West for a distance of 404.28 feet; thence run South 00°32'02" West for a distance of 779.65 feet to a point on the North line of the Northeast Quarter of the Northeast Quarter of aforesaid Section 22; thence run North 88°49'23" West along said North line for a distance of 1.79 feet to a point on the West right of way line of 5 Mile Road as recorded in Official Records Book 357, Page 21 of the Public Records of Lake County, Florida; thence run South 00°19'09" West along said West right of way line for a distance of 1310.25 feet to a point on the South line of the Northeast Quarter of the Northeast Quarter of said Section 22; thence run North 89°00'54" West along said South line for a distance of 1280.91 feet to the Southwest corner of the Northeast Quarter of the Northeast Quarter of said Section 22; thence run North 00°20'55" East along the West line of the Northeast Quarter of the Northeast Quarter of aforesaid Section 22 for a distance of 1314.56 feet to the Northwest corner of the Northeast Quarter of the Northeast Quarter of said Section 22; thence run North 88°49'23" West along the North line of the Northwest Quarter of the Northeast Quarter and the North line of the Northwest Quarter of said Section 22 for a distance of 3969.87 feet to the POINT OF BEGINNING.

Containing 10,770,217 square feet or 247.25 acres, more or less.

EAST PARCEL
Contains 8,269,644 square feet, 189.84 acres

WEST PARCEL
Contains 2,500,573 square feet, 57.41 acres

OVERALL PROPERTY
Contains 10,770,217 square feet or 247.25 acres, more or less.

WELLNESS WAY SWAP PUD

Clermont, Florida

Parcel ID: 13-23-25-090-0049-00000



Land Use Plan

Issued for	PUD Approval
Date Issued	February 8, 2023
Latest Issue	December 14, 2023

Sheet Index		
Number	Drawing Title	Latest Issue
C-2	Existing Conditions Plan	5/24/2023
C-3	Topography Plan	5/24/2023
C-4	Land Use Plan	12/14/2023
C-5	Development Standards	12/14/2023
C-6	Road Cross Sections	11/21/2023
C-7	Typical Lot Diagrams	10/6/2023
C-7A	Proposed Building Elevations	10/6/2023
C-8	Park Plan	12/14/2023
C-9	Cut & Fill Plan	11/21/2023
C-10	Signage Plan	11/21/2023

Development Team

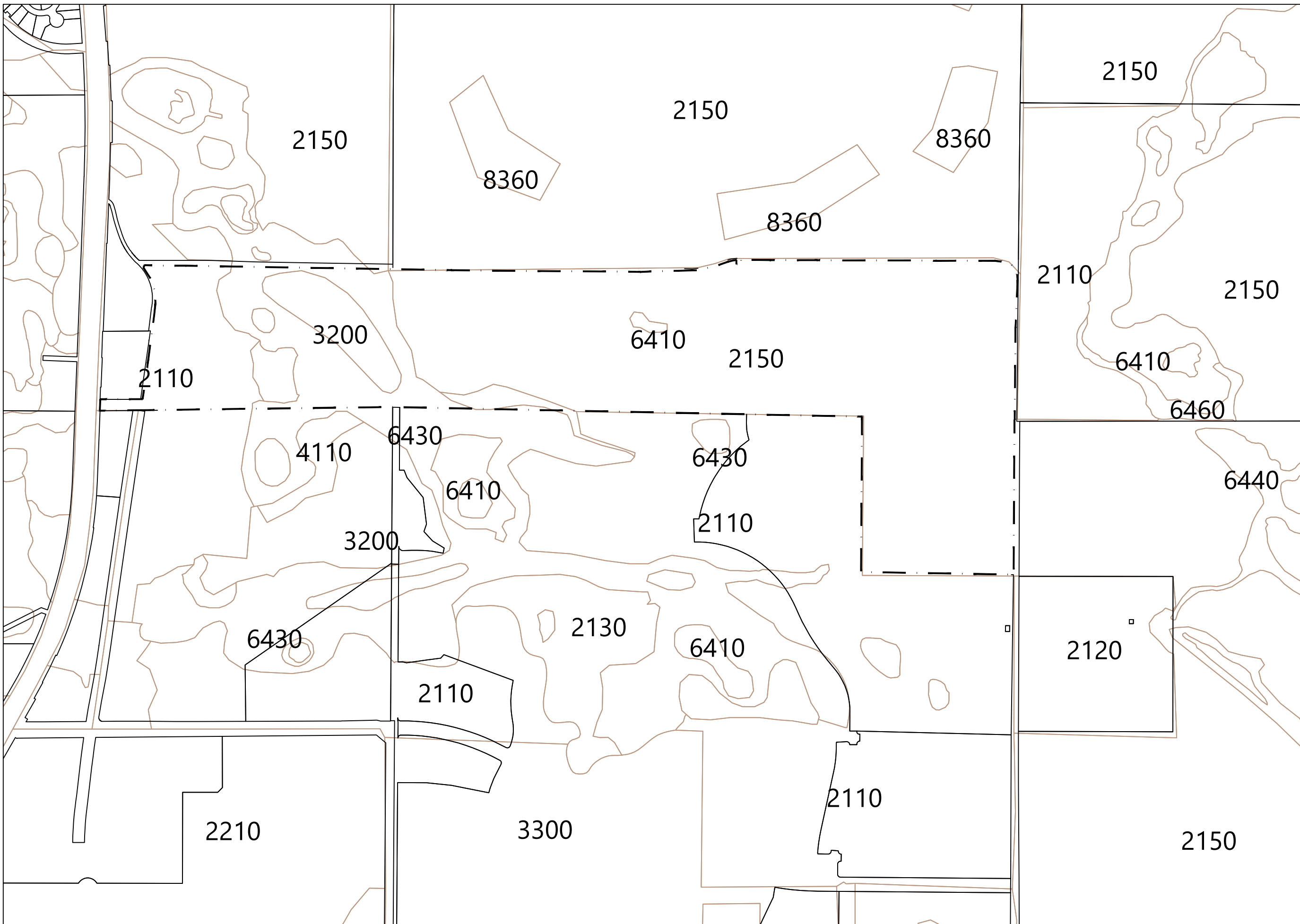
Owner:
South Lake Crossings IV LLC
527 Main St
Windermere, FL 34786

CPB Hiltop, LLC
18981 US Highway 441
Mt Dora, FL 32757

Developer:
Lennar
6750 Forum Drive
Suite 310
Orlando, Florida 32821

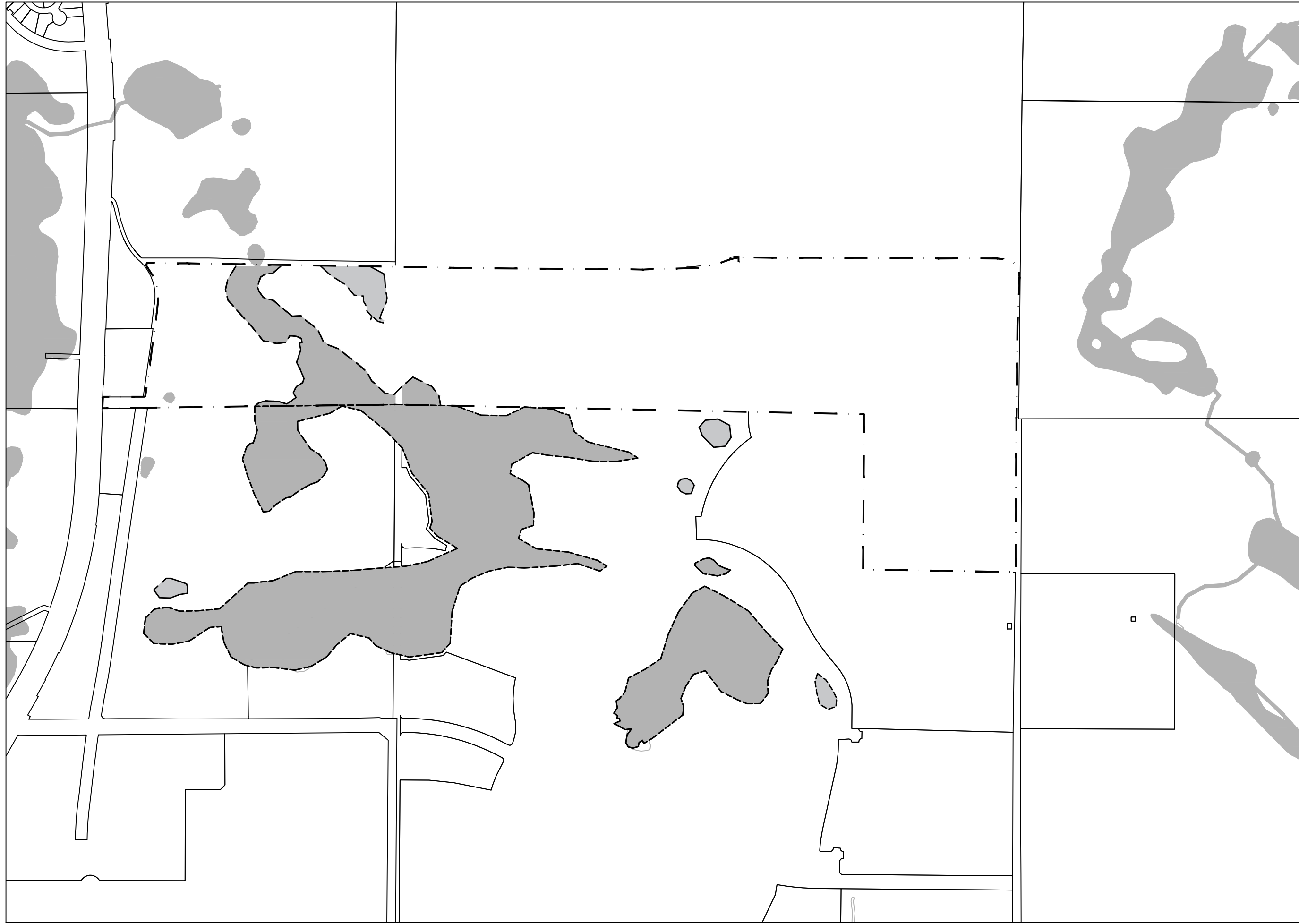
Land Planner/Civil Engineer:
VHB
225 E. Robinson Street, Suite 300
Orlando, Florida 32801
Phone: 407.839.4006 · Fax: 407.839.4008

Land Use Attorney:
Shutts & Bowen LLP
300 South Orange Ave. Suite 1600
Orlando, Florida 32801



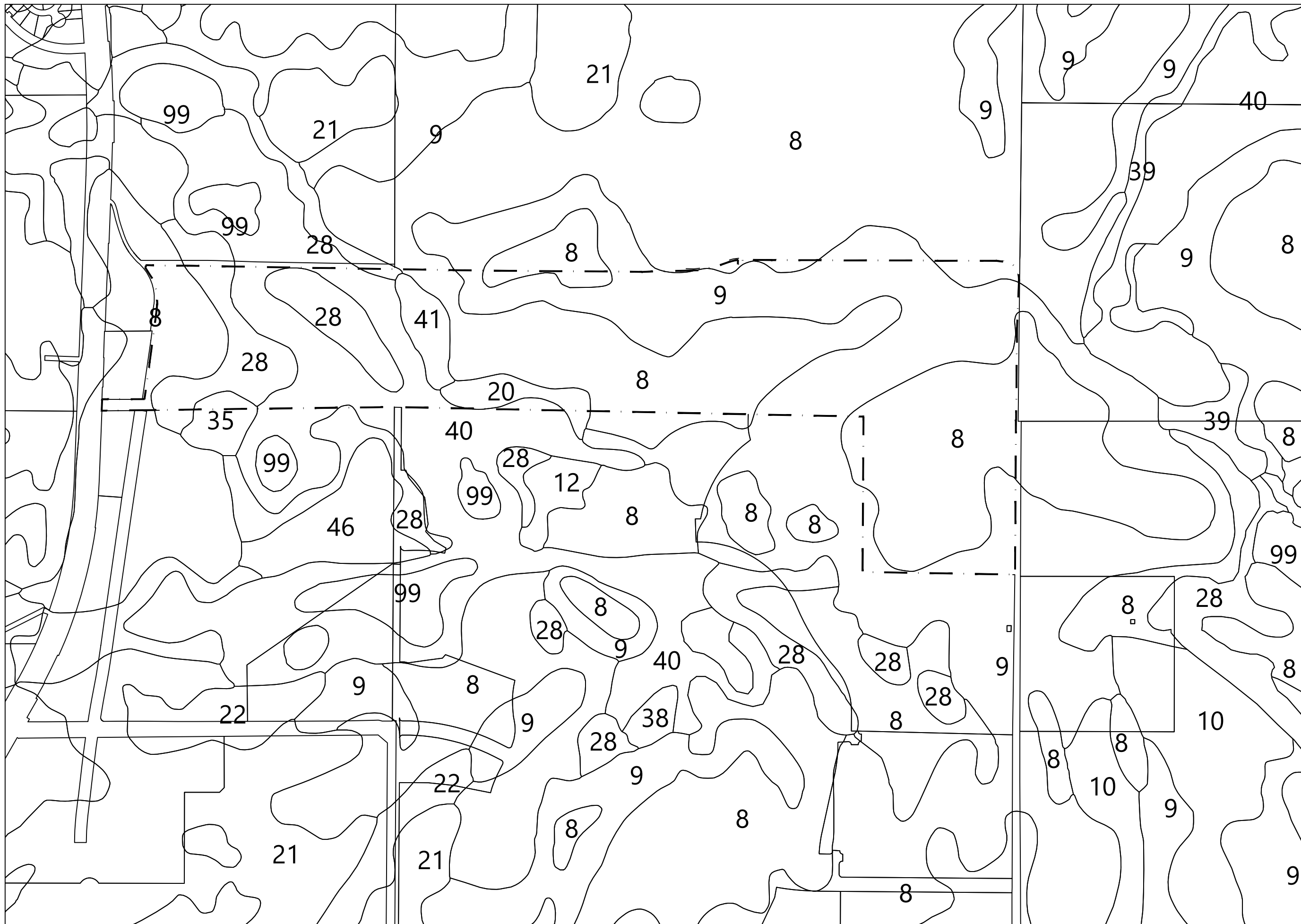
Land Cover

2110	Improved Pastures (monocult, planted forage crops)	3200	Shrub and Brushland (wax myrtle or saw palmetto, occasionally scrub oak)	6430	Wet Prairies
2120	Unimproved pastures			6440	Emergent Aquatic Vegetation
2150	Field Crops	3300	Mixed Upland Nonforested	6460	Mixed Scrub-shrub Wetland
2210	Citrus Groves	4110	Pine Flatwoods	8360	Treatment Ponds
		6410	Freshwater Marshes		



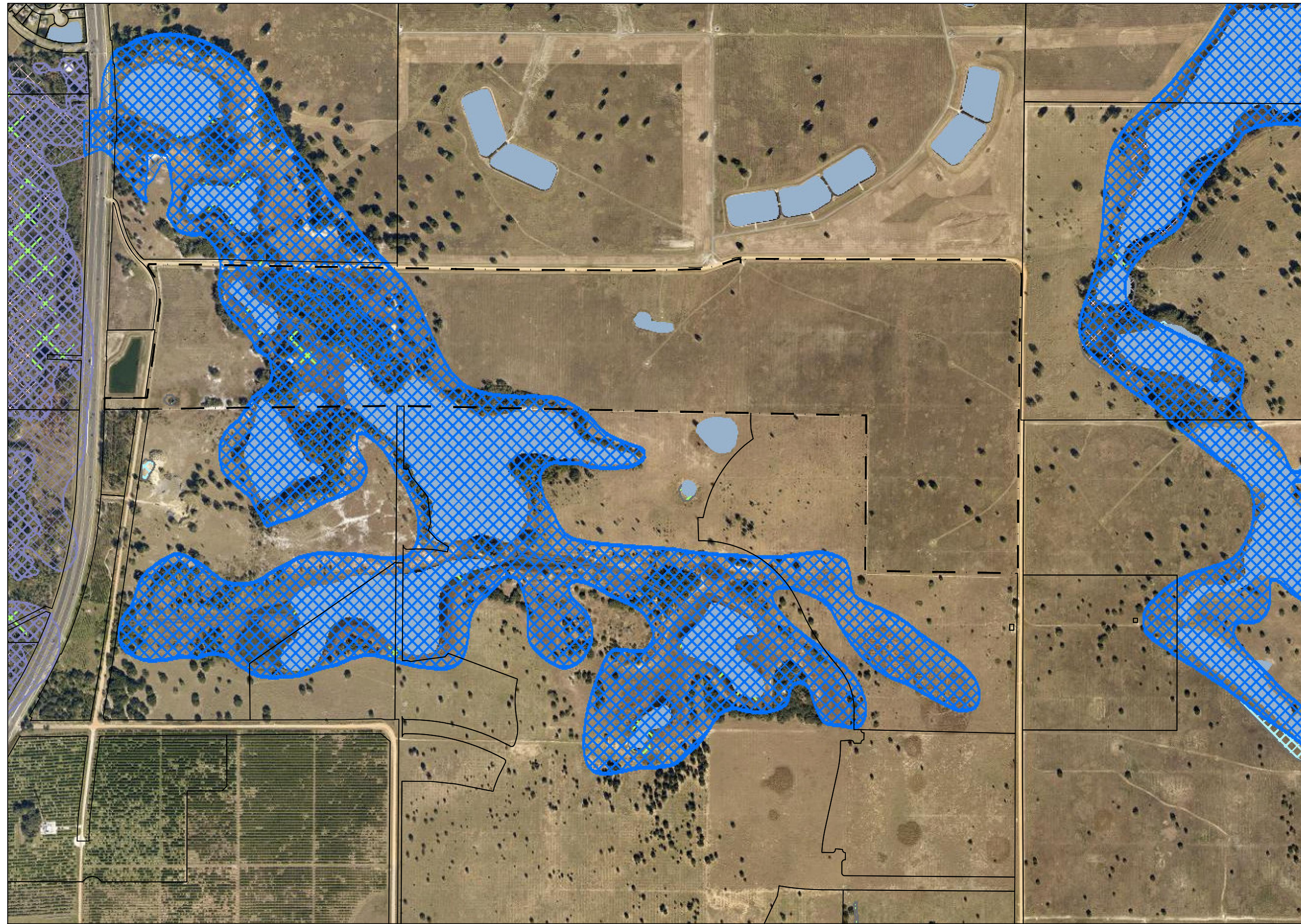
Wetland

- Wetland
- Parcels



Soils

8	Candler Sand, 0 to 5 Percent Slopes	21	Lake Sand, 0 to 5 Percent Slopes	39	Seffner Sand
9	Candler Sand, 5 to 12 Percent Slopes	22	Lake Sand, 5 to 12 Percent Slopes	40	Placid and Myakka Sand, Depressional
10	Candler Sand, 12 to 40 Percent Slopes	28	Myakka-myakka, Wet, Sand, 0 to 2 Percent Slopes	41	Pomello Sand, 0 to 5 Percent Slopes
12	Cassia Sand	35	Paola Sand, 0 to 5 Percent Slopes	46	Orsino Sand
20	Immokalee Sand	38	Placid Sand, Frequently Ponded, 0 to 2 Percent Slopes	99	Water



Flood Zones

- A Freshwater Emergent Wetland
- AE Freshwater Forested/Shrub Wetland
- Water Bodies
- Freshwater Pond
- Lake Mack Flood Plain
- Lake

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Suite 300

Orlando, FL 32801

407.839.4006

Certificate of Authorization

Number FL #3932

Legend

- PUD Boundary

Wellness Way Swap PUD

Clermont, Florida

No.	Revision	Date	Appvd.

Designed by	Checked by
GZ	EH
Issued for	Date
	January 20, 2023

Vertical Datum NAVD 1988

Drawing Title

EXISTING CONDITIONS

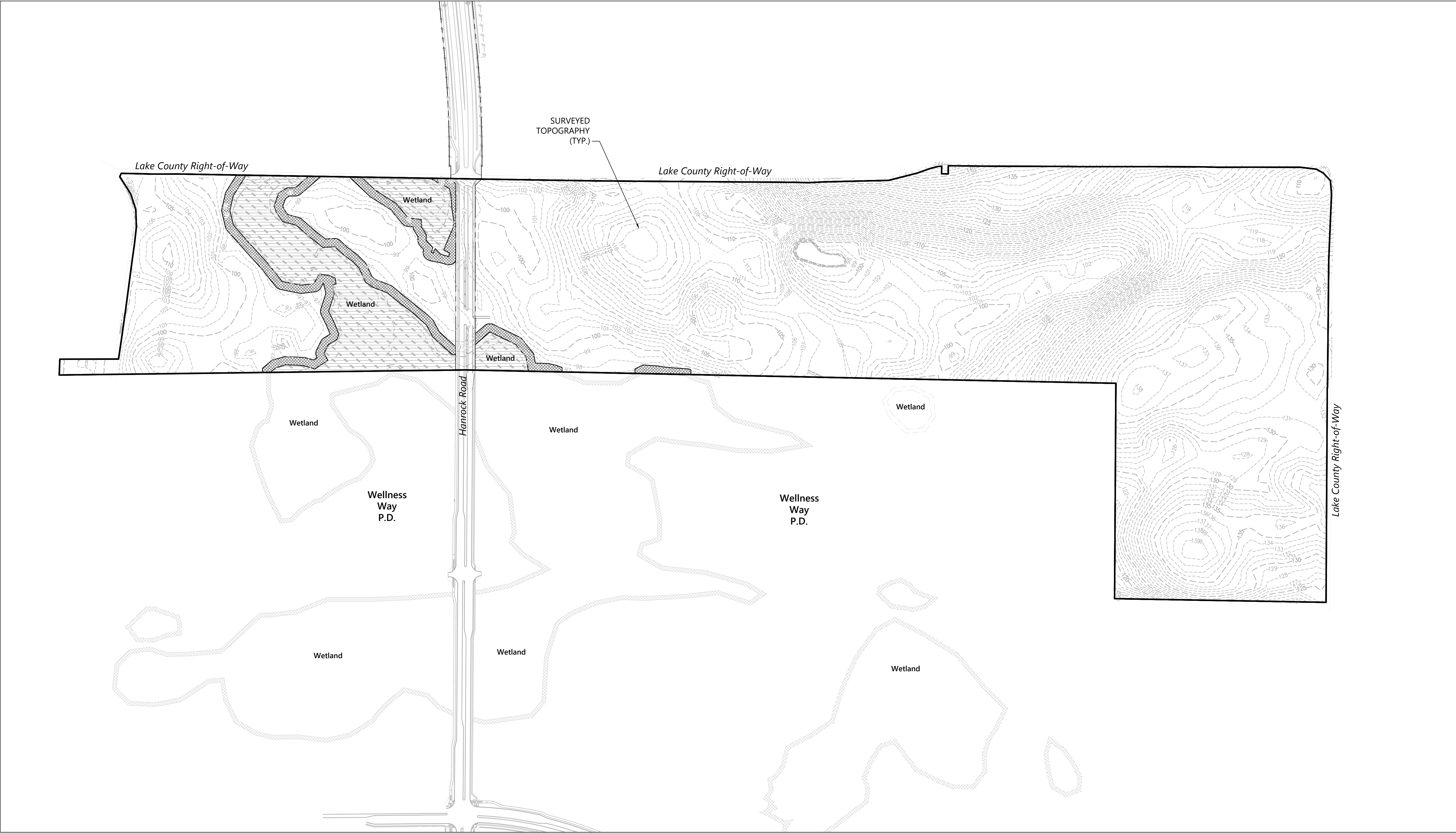
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C-2

Sheet of

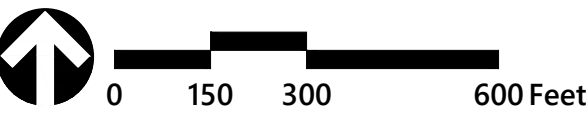


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Legend

- Boundary
- WETLAND
- WETLAND BUFFER



Wellness Way
Swap PUD

Clermont, Florida

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Designed by	Checked by
GZ	EH
Issued for	Date
	January 20, 2023

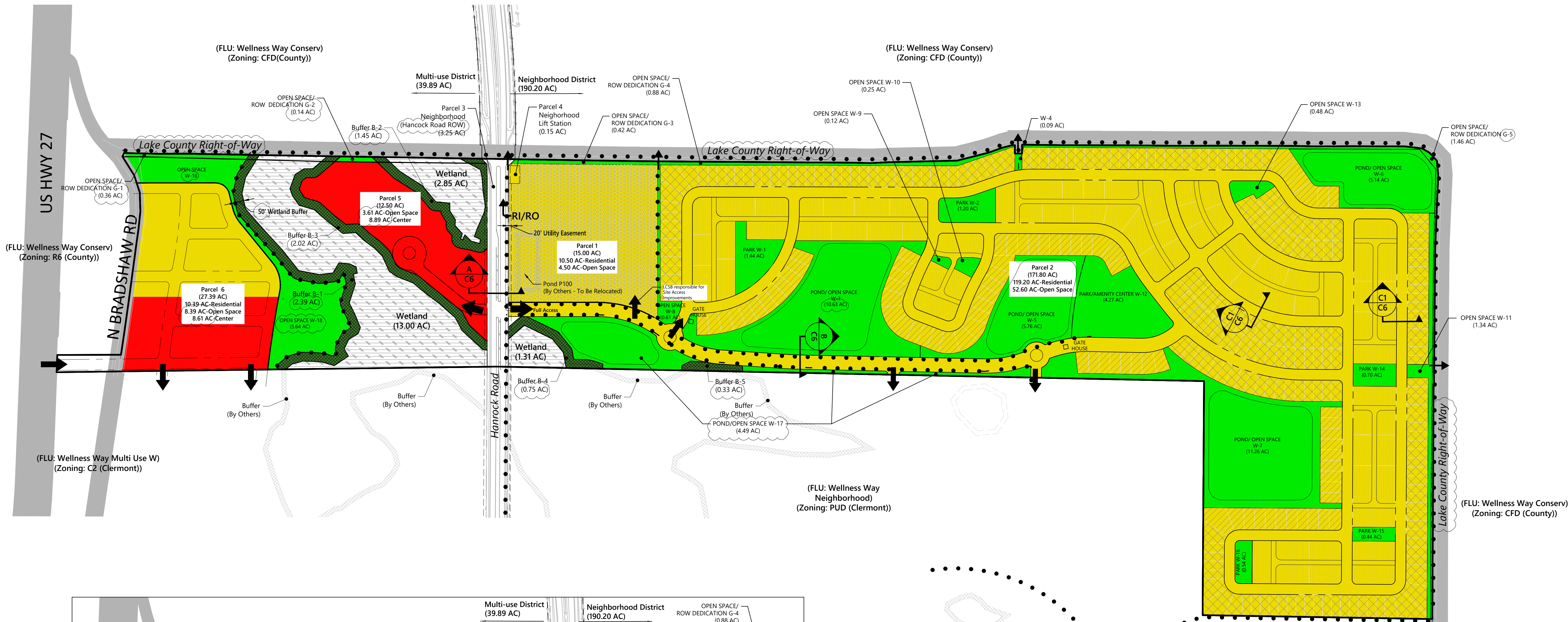
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TOPOGRAPHY PLAN

Drawing Number

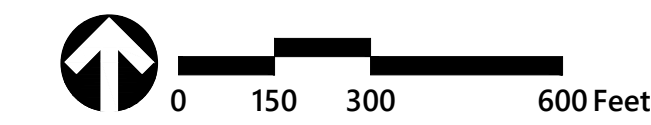
C-3

Sheet of



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Number FL #3932

- LEGEND**
- WETLAND
 - WETLAND BUFFER
 - ACCESS
 - TRAIL ACCESS
 - FRAMEWORK ROADS
 - SUBJECT PROPERTY BOUNDARY
 - ROW DEDICATION
 - TRAIL
 - SCHOOL SITE
 - 50' LOTS
 - 60' LOTS
 - ACTIVE ADULT TOWNHOMES
 - RESIDENTIAL
 - CENTER
 - OPEN SPACE
 - SCHOOL



Wellness Way Swap PUD

Clermont, Florida

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GZ	EH
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	January 20, 2023

Vertical Datum NAVD 1988
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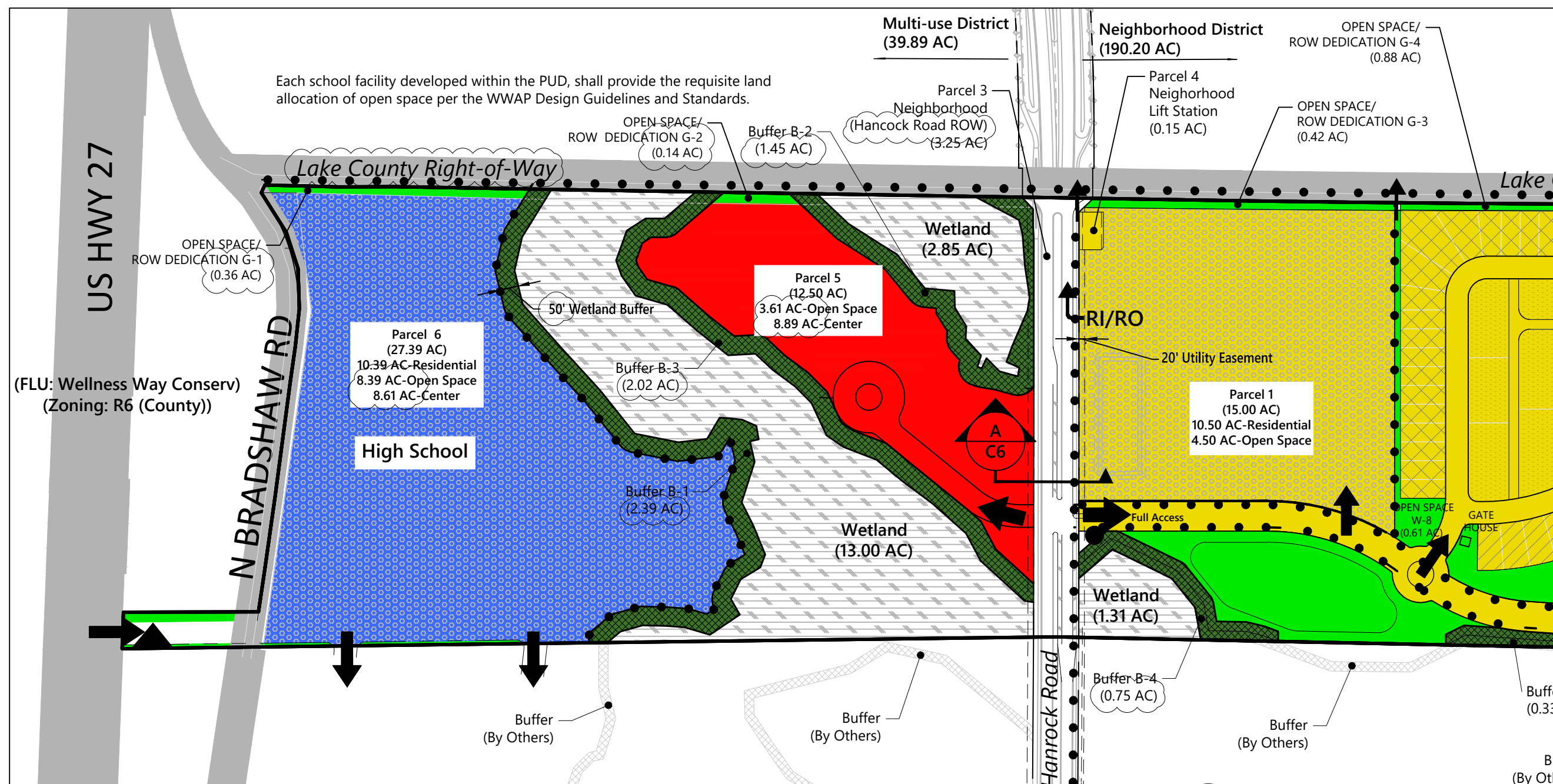
LAND USE PLAN

Drawing Number

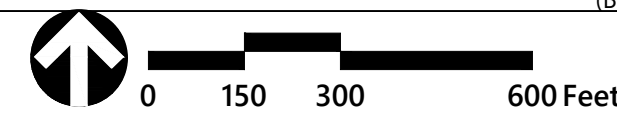
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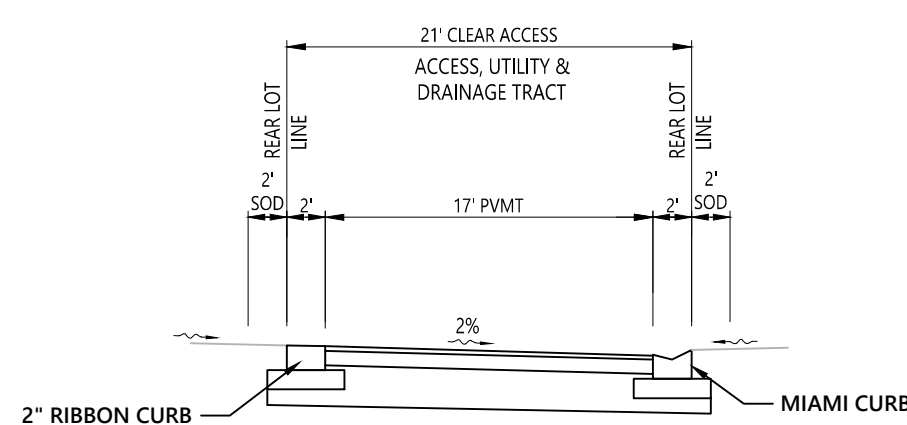
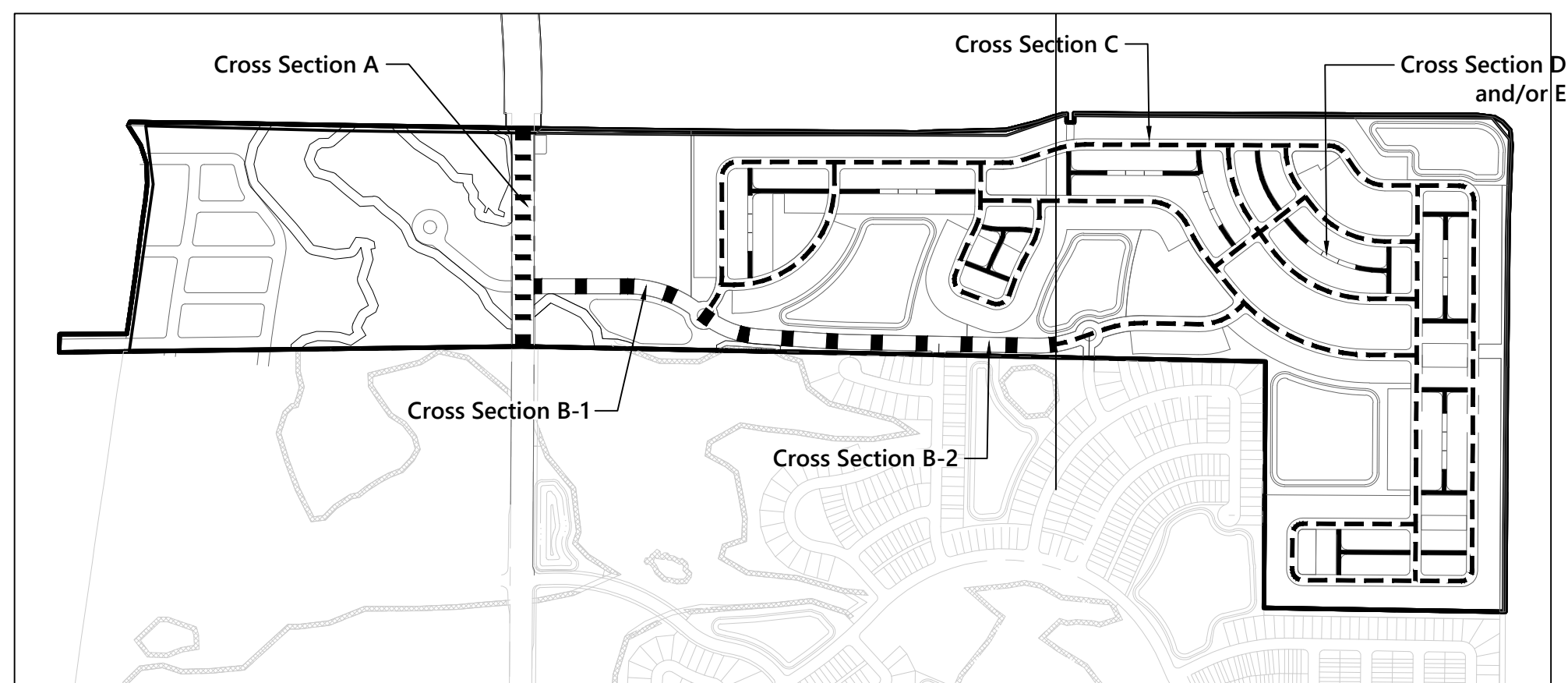
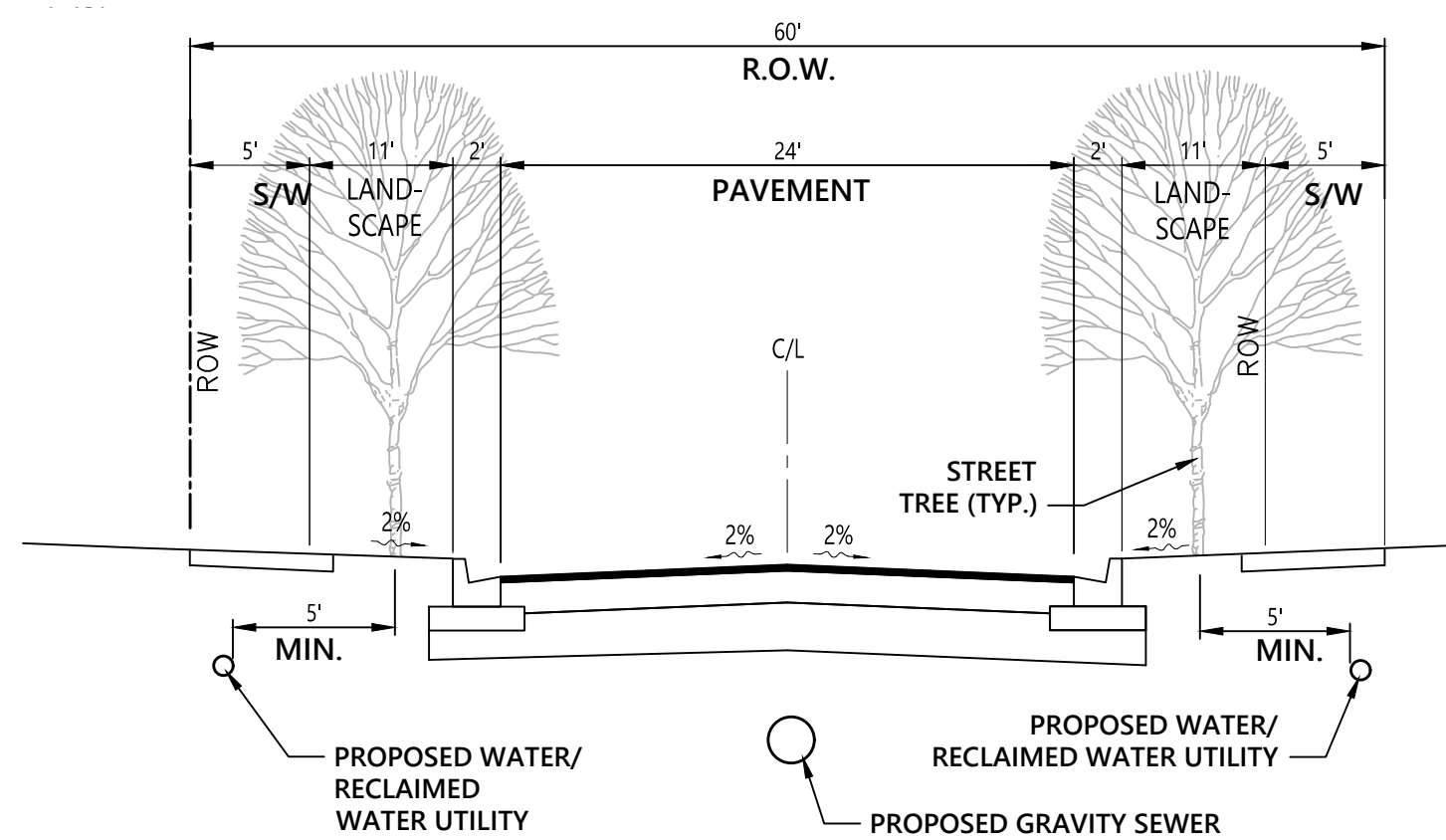
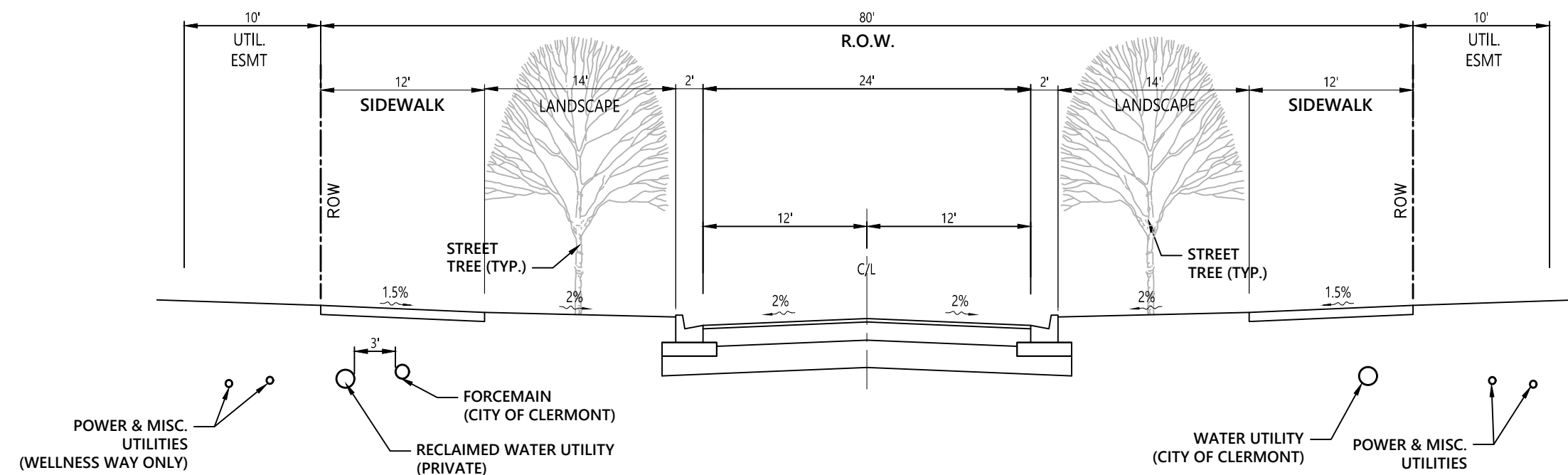
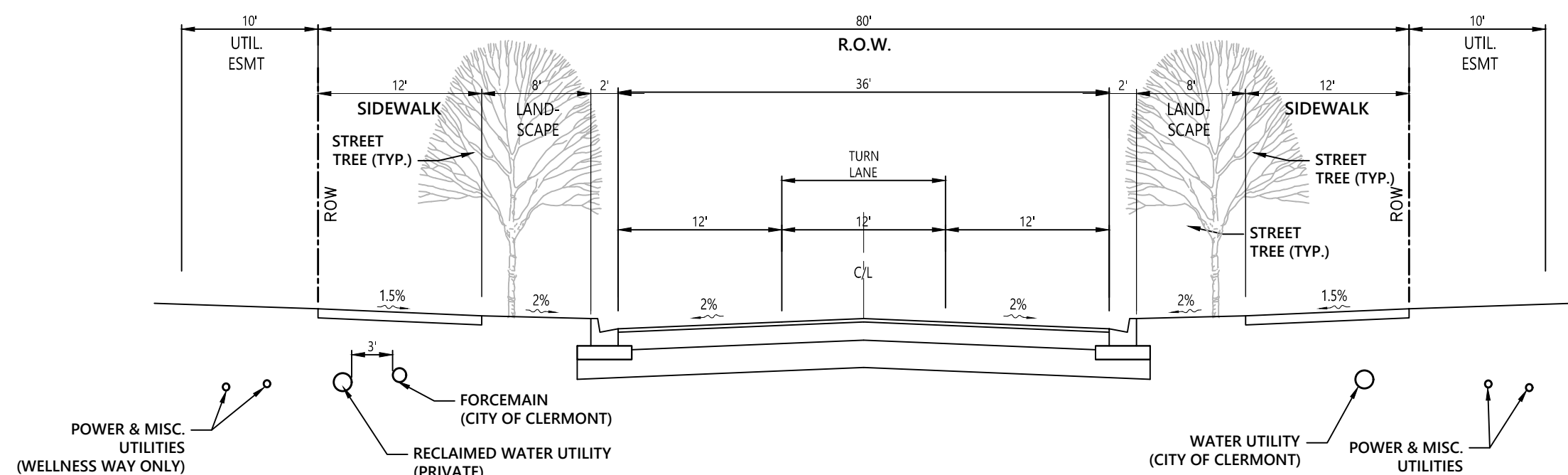
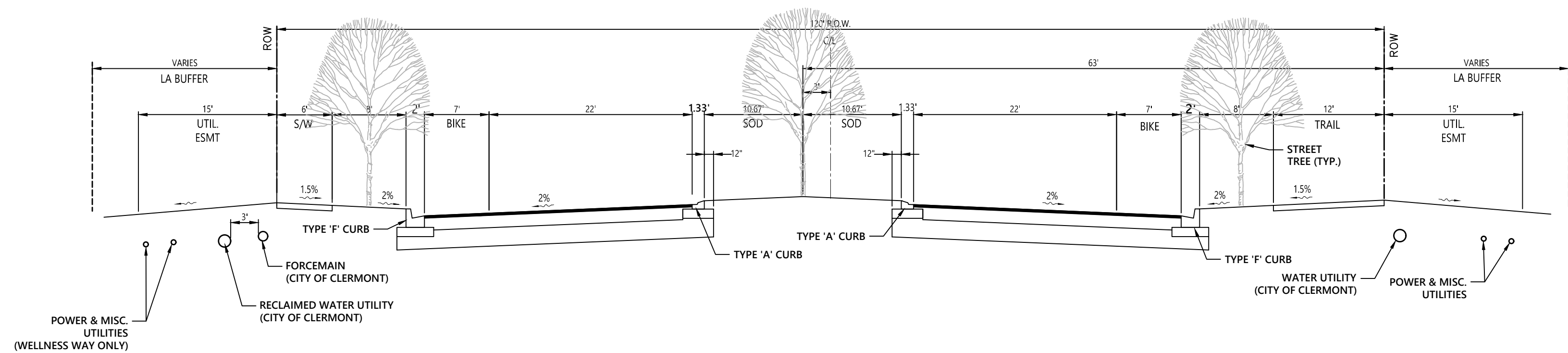


Alternate Land Use Plan w/ High School Site





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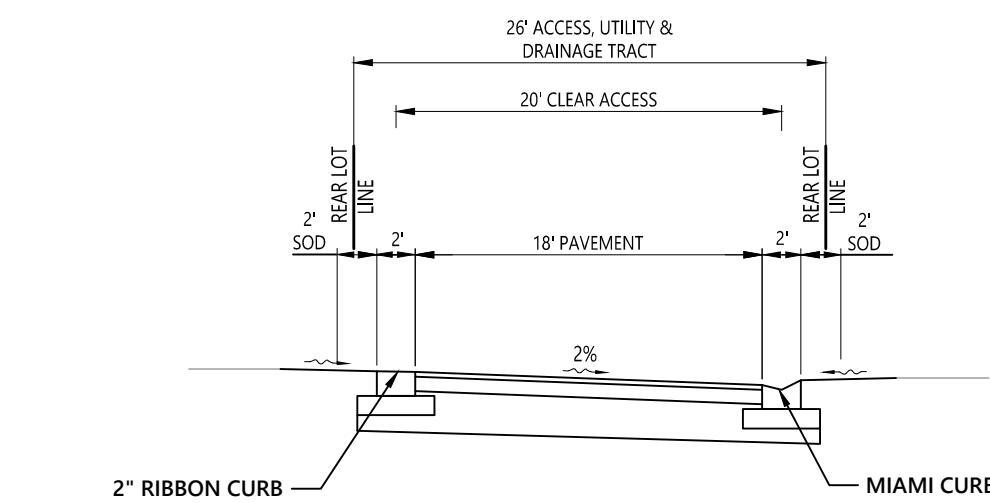


NOTES:

1. FOR ONE-WAY ALLEYS, SOLID WASTE PICKUP WILL BE FROM ONE SIDE OF THE ALLEY, THE APPROPRIATE SIDE OF THE ALLEY WILL BE DESIGNATED AT CONSTRUCTION PLAN REVIEW AND AGREED UPON WITH THE CITY.
2. ALL ALLEYS ADJACENT TO TOWNHOME BUILDINGS ARE INTENDED TO PROVIDE FIRE ACCESS AND SHALL BE POSTED AS "NO PARKING - FIRE LANE" IN ACCORDANCE WITH THE FLORIDA FIRE PREVENTION CODE.



N.T.S.



NOTE:
1. ALL ALLEYS ADJACENT TO TOWNHOME BUILDINGS ARE INTENDED TO PROVIDE FIRE ACCESS AND SHALL BE POSTED AS "NO PARKING - FIRE LANE" IN ACCORDANCE WITH THE FLORIDA FIRE PREVENTION CODE.



N.T.S.

Wellness Way Swap PUD

Clermont, Florida

No.	Revision	Date	Appvd.
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Issued for _____ Date **January 20, 2023**

January 20, 2023

Vertical Datum NAVD 1988

Drawing Title

ROAD SECTIONS

Drawing Number

C-6

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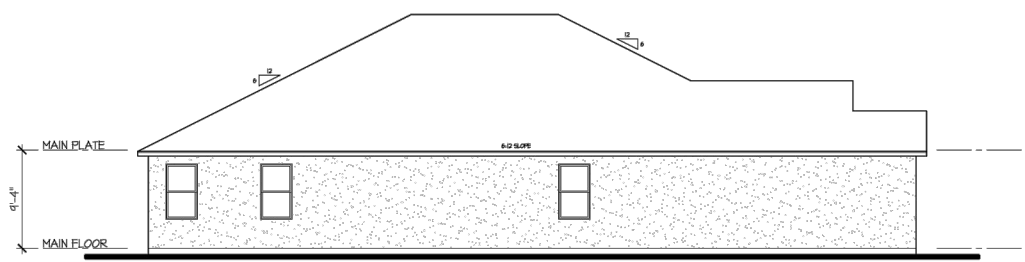
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63639.01

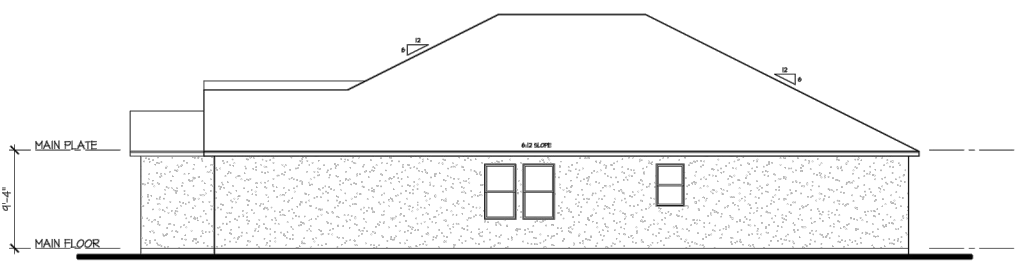


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Number FL #3932



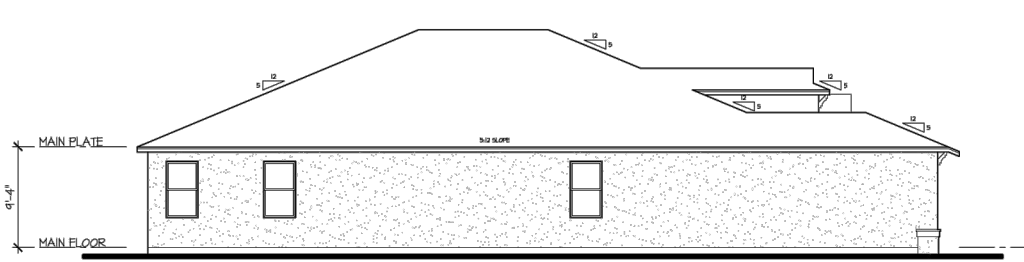
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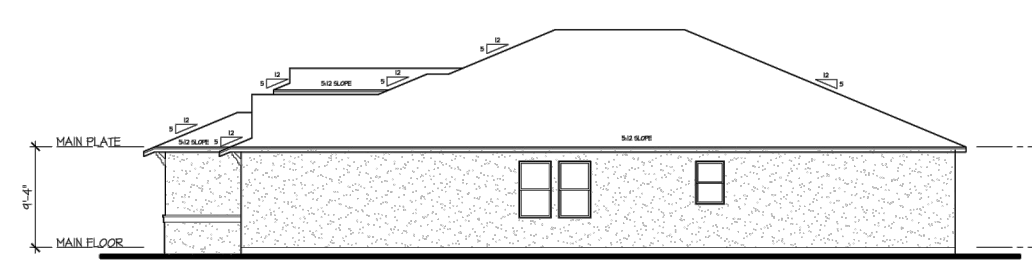
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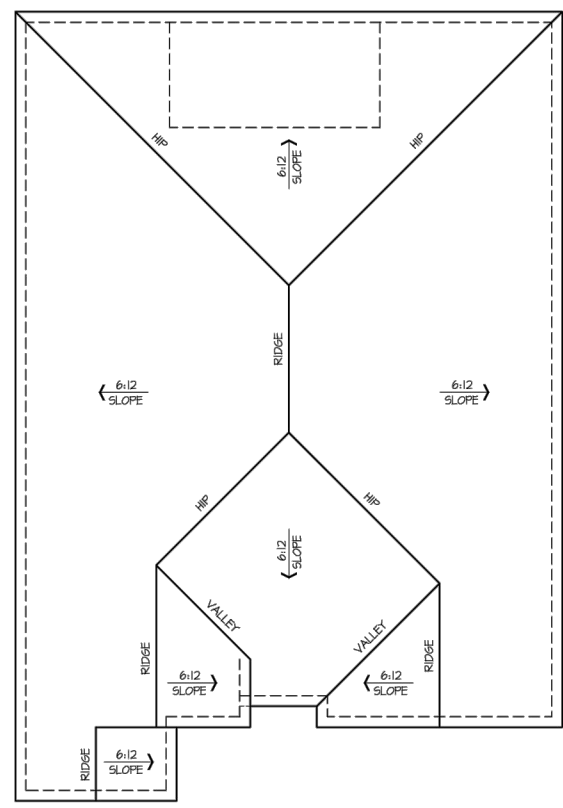
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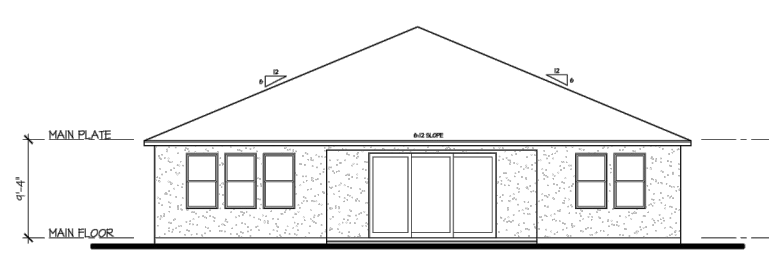
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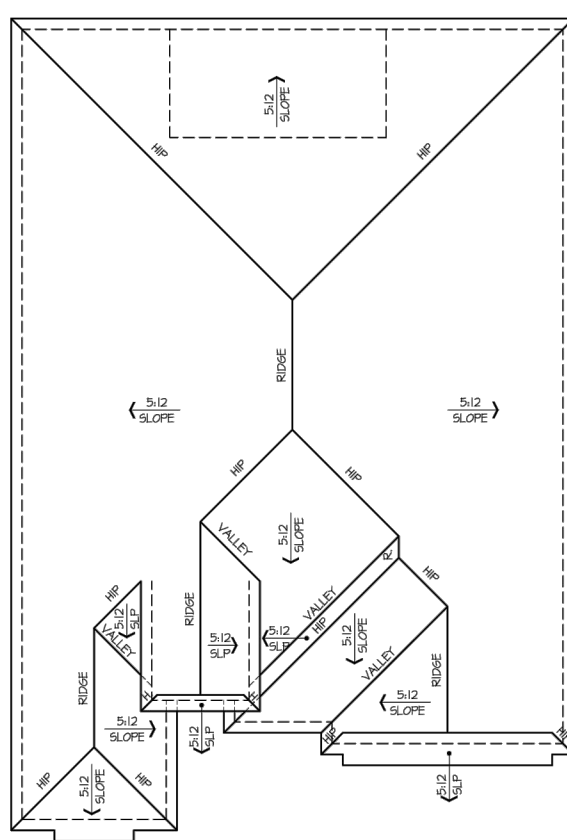
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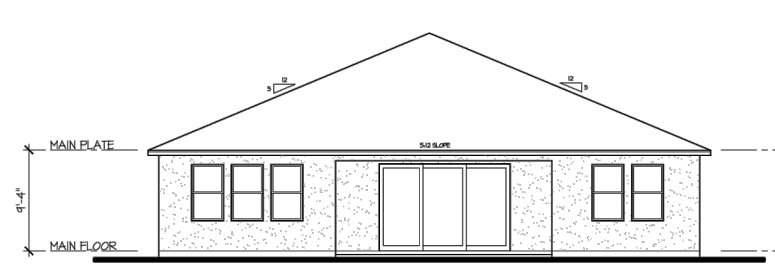
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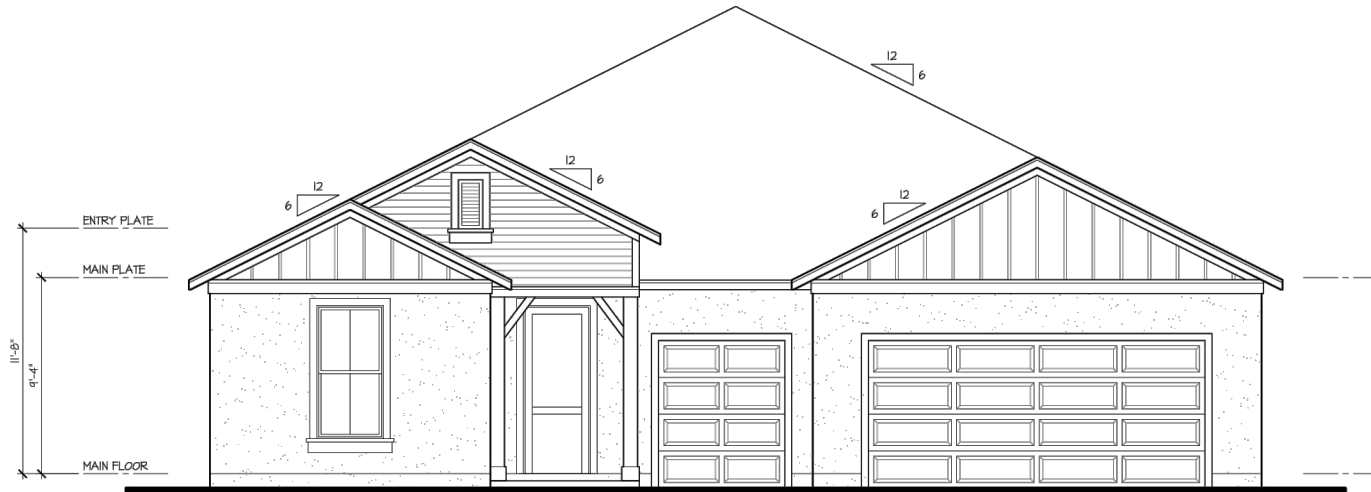
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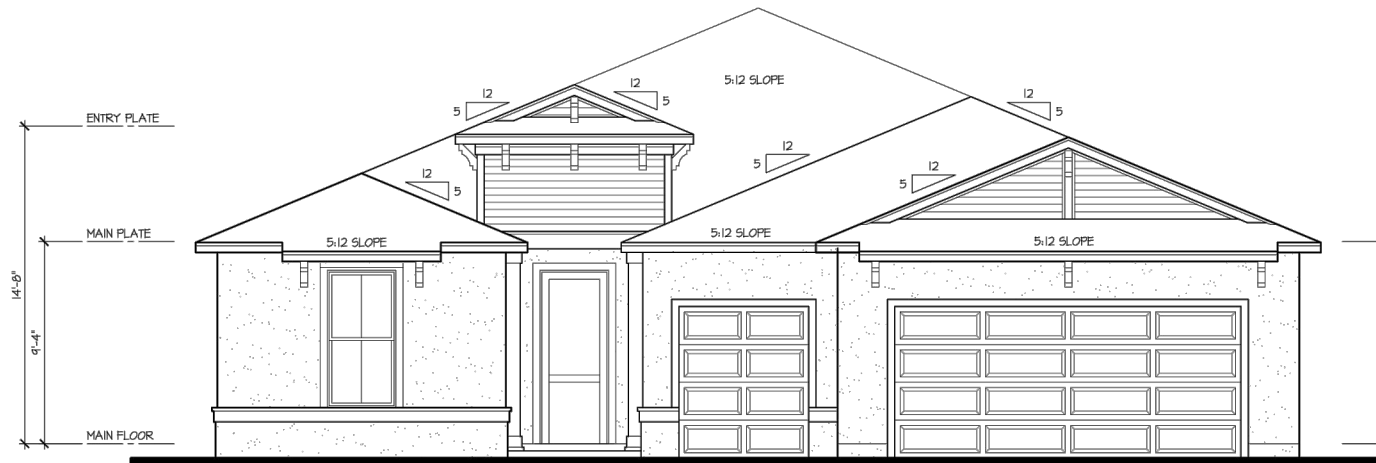
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Front Elevation

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Front Elevation

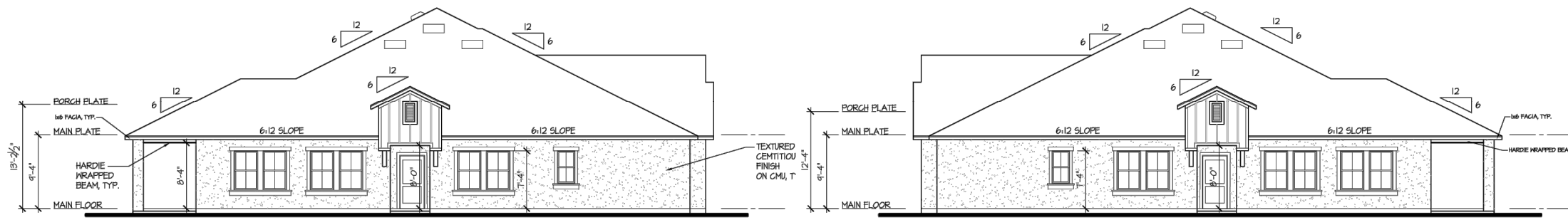
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Typical Building Elevation - 50ft Lot

N.T.S.

Typical Building Elevation - 60ft Lot

N.T.S.



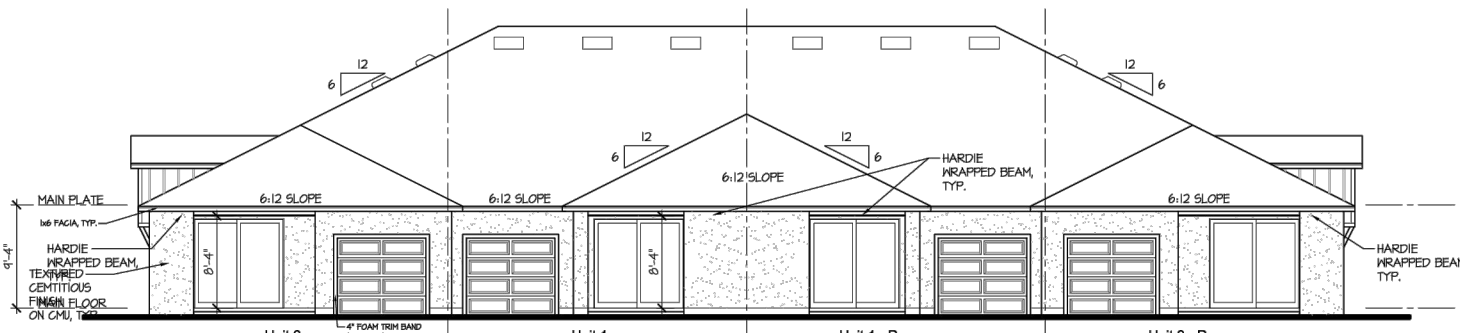
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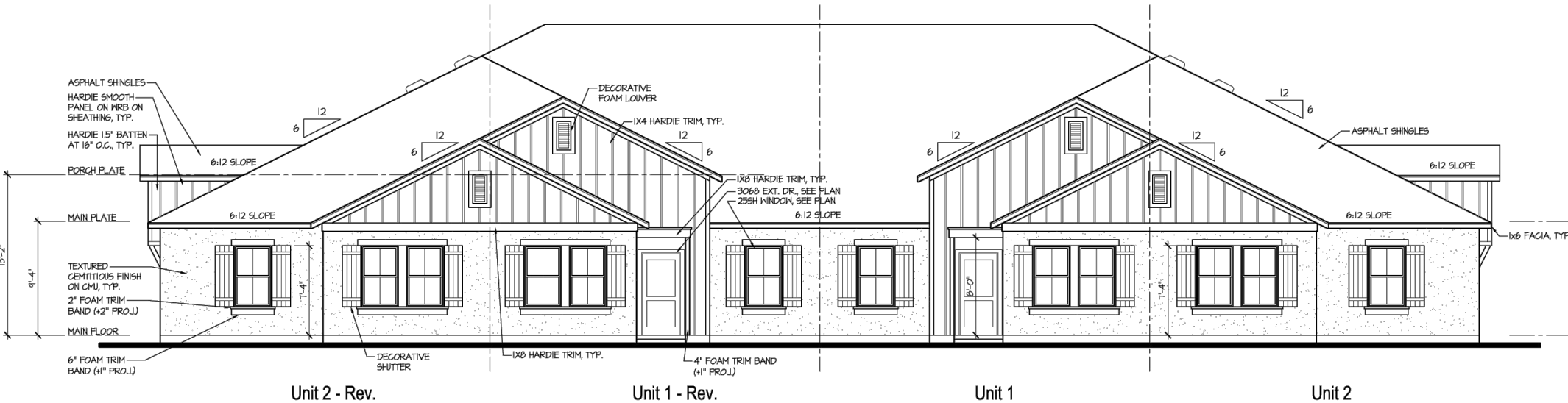
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Rear Elevation

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Front Elevation

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Elevation A - Modern Farmhouse

EXTERIOR ELEVATION
GENERAL NOTES:

- GRADE CONDITIONS MAY VARY FOR INDIVIDUAL SITES THAT SHOW ON DRAWINGS. VERIFY IN FIELD WITH GC AND SITE CONTRACTOR PRIOR TO CONSTRUCTION.
- SEE GENERAL NOTES SECTION VI FOR INFORMATION REGARDING REQUIREMENTS FOR MATERIALS, FINISHES, AND PROFILES. VERIFY WITH GC AND SITE CONTRACTOR PRIOR TO CONSTRUCTION.
- ROOF ELEVATIONS SHALL BE IN ACCORDANCE WITH THE 2020 INTERNATIONAL RESIDENTIAL CODE (IRC).
- ROOF ELEVATIONS SHALL BE IN ACCORDANCE WITH THE 2020 INTERNATIONAL RESIDENTIAL CODE (IRC).
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- ROOF ELEVATIONS SHALL BE IN ACCORDANCE WITH THE 2020 INTERNATIONAL RESIDENTIAL CODE (IRC).

CONSTRUCTION DOCUMENTS - 01.17.2023

Wellness Way Swap PUD

Clermont, Florida

No.	Revision	Date	Appvd.

Designed by	Checked by
GZ	EH
Issued for	Date
	January 20, 2023

Vertical Datum NAVD 1988

Drawing Title

TYPICAL BUILDING ELEVATIONS

Drawing Number

C-6A

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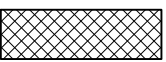


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LEGEND



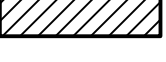
WETLAND



WETLAND BUFFER



TRAIL

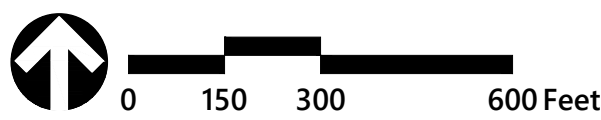


GREATER THAN 10 FT FILLS



GREATER THAN 10 FT CU

Total Cut/Fill Area 17.2% (42.5 acres)
over 10'



Wellness Way Swap PUD

Clermont, Florida

No.	Revision	Date	Appvd.

Designed by	Checked by
GZ	EH
Issued for	Date
	January 20, 2023

Vertical Datum NAVD 1988

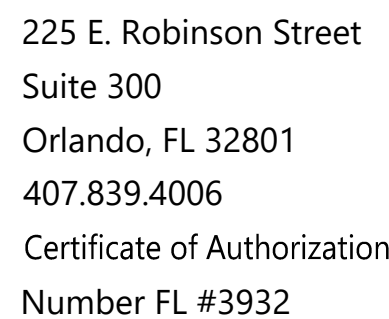
CUT & FILL PLAN

Drawing Number

C-9

Sheet of

DATE: Dec. 14, 2023 Project Number 63639.01



1. SIGN DETAILS SHALL COMPLY WITH SECTION 7 of the WWPAP UNLESS OTHERWISE NOTED.
2. PROPOSED SIGN LOCATIONS ARE APPROXIMATE. ACTUAL CONDITIONS MAY DICTATE PRECISE SIGN LOCATIONS.
3. MODIFICATIONS TO THE MASTER SIGN PLAN WILL BE PERMITTED AS APPROVED BY THE PLANNING AND ZONING DEPARTMENTS.
4. INDIVIDUAL SITE SIGNS SHALL MAINTAIN A MINIMUM 120' DISTANCE SEPARATION.
5. TEMPORARY SIGNS SHALL COMPLY WITH CITY OF CLERMONT LDC.
6. THE FOLLOWING SIGNS ARE PROHIBITED:
 - A. ABANDONED SIGNS
 - A. BEACONS OR FLASHING LIGHTS
 - B. POLE SIGNS
 - C. UNSAFE SIGNS
 - D. SNIPE SIGNS
 - E. PORTABLE SIGNS
 - F. ANY SIGN OBSTRUCTING VISIBILITY AT AN INTERSECTION ACCORDING TO THE MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS
 - G. SIGNS IMITATING OR RESEMBLING GOVERNMENT SIGNS OR SIGNALS THAT ARE NOT ERECTED BY A GOVERNMENTAL OR PUBLIC AGENCY
 - H. ROOF SIGNS
 - I. SIGNS PLACED ON VEHICLES OR TRAILERS WHICH ARE PARKED OR LOCATED FOR THE MAIN PURPOSE OF DISPLAYING SAID SIGNS
 - J. SIGNS THAT CREATE TRAFFIC OR PEDESTRIAN HAZARDS
 - K. SIGNS CONSTRUCTED OF CLOTH, CANVAS, FABRIC, PAPER, PLYWOOD OR OTHER LIGHT MATERIAL WHICH ARE NOT INTENDED OR DESIGNED FOR PERMANENT DISPLAY UNLESS THOSE SIGNS MEET THE CRITERIA SET FORTH IN SECTION 11.01.06(H)



Clermont, Florida

Vertical Datum NAVD 1988

SIGNAGE PLAN

Drawing Number

C-10

Sheet of

DATE: Dec. 14, 2023 Project Number 63639.01



CITY OF CLERMONT
ORDINANCE NO. 2023-025

Attachment B:
Community Benefit Agreement:
City of Clermont – South Lake Crossing IV LLC & CPB Hilltop LLC

COMMUNITY BENEFIT AGREEMENT

THIS COMMUNITY BENEFIT AGREEMENT (this “Agreement”) is made and entered into as of the ___ day of _____ 2024 by and between THE CITY OF CLERMONT, a Florida municipal corporation, whose address is 685 W. Montrose St. Clermont, Florida 34711 (the “City”), and SOUTH LAKE CROSSINGS IV LLC, a Florida limited liability company, whose mailing address is 527 Main Street, Windermere, Florida 34786, and CPB HILLTOP, LLC, a Florida limited liability company, whose mailing address is 18981 US Highway 441, Unit 357, Mount Dora, Florida 32757, and any successors or assigns (“Developer”).

RECITALS

- A. Developer desires to develop certain real property, or a portion thereof, consisting of approximately 247.25+/- acres of property within the Wellness Way Area Plan located in Lake County, Florida, described and depicted in Exhibit “A” attached to and incorporated in this Agreement (the “Property”).
- B. Prior to the date hereof, Developer filed with the City an annexation application and a Planned Unit Development rezoning application.
- C. The Property is subject to Planned Unit Development Ordinance No. 2023-025, adopted by the City Council of the City of Clermont as of the date hereof (the “PUD”), which provides for a mixed-use residential and non-residential project on the Property, as shown on the PUD, which will be developed in multiple phases (the “Project”).
- D. The City of Clermont Comprehensive Plan Policy 2.3.2 requires the Developer to provide an upfront capital contribution to off-site public infrastructure within Wellness Way in order for a density increase of 20% above 3.6 dwelling units per acre.
- E. Pursuant to the City of Clermont Comprehensive Plan Policy 2.3.2, Developer has requested a 20% density bonus for the Project above the permitted 3.6 residential dwelling units per acre, resulting in an additional 86 residential dwelling units in the Project (the “Units”).
- F. The City has identified a fire station of the off-site public infrastructure within Wellness Way as the justification for the 20% density bonus.
- G. The City has determined that the extraordinary upfront capital contribution to off-site public infrastructure within Wellness Way is Fifteen Thousand and No/100 Dollars (\$15,000.00) for each Unit to be allocated for the fire station within Wellness Way.
- H. The City has determined that the proposal for development of the Property represents, among other things, an opportunity for the City to secure quality planning and growth in Wellness Way.

NOW, THEREFORE, in consideration of the mutual benefits and the public interest and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Developer on behalf of itself, its transferees, assigns, successors in interest and heirs, and the City agree as follows:

1. **Recitals.** The above recitals are true and correct, are hereby incorporated herein by reference, and form a material part of this Agreement.

2. **Density Bonus.**

a. In order to receive the density bonus for the Property in the amount of 86 Units pursuant to the City of Clermont Comprehensive Plan Policy 2.3.2, Developer will be obligated to make, at such times and in such amounts as set forth in Section 2.b below, a capital contribution to the City for the construction of a fire station within Wellness Way in the amount of Fifteen Thousand and No/100 Dollars (\$15,000.00) per each of the 86 Units, with the aggregate contribution for all 86 Units being equal to One Million Two Hundred Ninety Thousand and No/100 Dollars (\$1,290,000.00) (the “Density Bonus Contribution”). The Density Bonus Contribution for the fire station shall allocated by the City to the following costs to be incurred in connection with the construction of the fire station: surveying, design, engineering, and construction of the fire station and any other costs associated with the construction of the fire station.

b. The Density Bonus Contribution shall be applied and the Density Bonus Contribution shall paid at such times and in such amounts as set forth below:

Installment Payment #	Amount	on/before	# of Units
1	\$645,000	plat approval for the initial phase of Project	43
2	\$645,000	Plat approval for the final phase of the Project	43
Total		\$1,290,000	86

c. Developer shall be entitled to the number of Units corresponding to the respective installment payment, as set forth in the table above, as of the actual date of payment of such installment payment. Developer shall specifically note on the construction plans for such phase of the Project the total number of Units and corresponding lot numbers in such phase.

d. If Developer fails to timely pay an installment payment set forth in Section 2.b above, Developer shall be entitled to written notice of such failure and to thirty (30) days after the receipt of that written notice in which to cure said failure. If the failure to pay such installment payment is not cured within thirty (30) days after receipt of such written notice from the City, then such failure shall constitute a default under this Agreement. Developer expressly agrees, in the event of default, City may withhold any and all building permits for 43 Units until such time as Developer pays such outstanding installment payment; provided, however, that upon payment of such installment payment, Developer shall be entitled to the 43 Units. Nothing herein shall prohibit City from pursuing any and all remedies available in law or equity including, without limitation, an action for specific performance. Notwithstanding anything contained in this Agreement to the contrary, in the event the PUD expires pursuant to the terms of the PUD, then no payment shall be due hereunder and this Agreement shall expire upon cancellation of the PUD.

e. This Agreement shall not prevent Developer from pursuing any other density bonus(es), including, without limitation, the density bonus pursuant to Policy 2.9.1 of the City of Clermont Comprehensive Plan, which provides that any funding provided by a landowner/developer to Lake County

for acquisition of road right-of-way, including ponds, easements and trails, may be eligible for a density bonus of two (2) dwelling units per acre in addition to transportation impact fee credits, and provides for a density bonus of two (2) dwelling units per acre for right-of-way donated for arterial or collector roads.

3. **Authority**. Developer has the full power and authority to make, deliver, enter into and perform pursuant to the terms and conditions of this Agreement and has taken all necessary action to authorize the execution, delivery, and performance of the terms and conditions of this Agreement.

4. **Exhibits**. All exhibits attached hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

5. **Effective Date**. The effective date of this Agreement (the “**Effective Date**”) shall be the date this Agreement is last signed by City or Developer. The Effective Date shall be inserted on the first page of this Agreement.

6. **Amendment**. Amendments to the provisions of this Agreement shall be made by the parties only in writing by formal amendment and shall be presented and approved by City Council.

7. **Counterparts**. This Agreement may be executed in any number of counterparts each of which when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

[signature pages appear on immediately following pages]

IN WITNESS WHEREOF, the parties hereto have entered into this Community Benefit Agreement as of the Effective Date.

CITY:

CITY OF CLERMONT, FLORIDA
A Florida Municipal Corporation

Attest:

By: _____

City Clerk

Name: _____

As its: _____

Date: _____

Date: _____

{Signatures Continued on Next Page}

DEVELOPER:

SOUTH LAKE CROSSINGS IV LLC,
a Florida limited liability company

Witnesses:

Signed, sealed and delivered
in our presence:

By: _____
Name: _____
Its: _____
Date: _____

Name: _____

Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2024, by _____, as _____ of South Lake Crossings IV LLC, a Florida limited liability company, on behalf of said company. S/He [] is personally known to me or [] has produced _____ (type of identification) as identification.

Signature of Notary Public

Type or Print Name
My Commission Expires: _____
Commission No. _____

Seal

DEVELOPER:

CPB HILLTOP, LLC,
a Florida limited liability company

Witnesses:

Signed, sealed and delivered
in our presence:

Name: _____

Name: _____

By: _____

Name: _____

Its: _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2024, by _____, as _____ of CPB Hilltop, LLC, a Florida limited liability company, on behalf of said company. S/He [] is personally known to me or [] has produced _____ (type of identification) as identification.

Signature of Notary Public

Type or Print Name

My Commission Expires: _____

Commission No. _____

Seal

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Swap PUD Rezoning Application – Legal Description

A Parcel of land lying in Sections 15, 16 and 22, Township 23 South, Range 26 East, Lake County, Florida.

Being more particularly described as:

BEGINNING at the Southeast corner of the Southeast Quarter of said Section 16; thence run South 89°16'46" West along the South line of said Southeast Quarter for a distance of 2479.84 feet to a point on the East right of way line of U.S. Highway #27 /State Road #25 according to Florida Department of Transportation Map Section 238422 1; thence run North 02°16'40" East along said East right of way line for a distance of 97.09 feet; thence departing said East right of way line run North 89°52'47" East for a distance of 357.99 feet to a point on the East line of Bradshaw Road as maintained by Lake County, Florida; thence run the following courses along said East line: North 08°31'11" East for a distance of 108.76 feet; thence run North 08°04'22" East for a distance of 203.58 feet; thence run North 07°32'08" East for a distance of 301.61 feet; thence run North 08°01'59" East for a distance of 100.03 feet; thence run North 06°13'32" East for a distance of 99.03 feet; thence run North 01°53'26" West for a distance of 106.21 feet; thence run North 17°53'1" Q" West for a distance of 101.00 feet; thence run North 32°15'43" West for a distance of 124.94 feet; thence run North 25°06'36" East for a distance of 22.17 feet to the intersection with the South line of 5 Mile Road as maintained by Lake County, Florida; thence run the following courses along said South line: South 88°38'57" East for a distance of 193.29 feet; thence run North 89°50'32" East for a distance of 154.07 feet; thence run South 88°57'53" East for a distance of 597.94 feet; thence run South 89°04'13" East for a distance of 1648.76 feet; thence run South 89°10'22" East for a distance of 300.67 feet; thence run South 89°29'11" East for a distance of 299.23 feet; thence run South 89°35'06" East for a distance of 500.01 feet; thence run South 89°37'32" East for a distance of 399.93 feet; thence run South 88°36'09" East for a distance of 100.54 feet; thence run North 8°01'31" East for a distance of 99.52 feet; thence run North 88°41'15" East for a distance of 389.00 feet; thence run North 75°39'41" East for a distance of 180.49 feet; thence run North 70°38'01" East for a distance of 85.81 feet; thence run North 75°47'42" East for a distance of 48.13 feet; thence run North 84°56'34" East for a distance of 22.09 feet; thence departing said South maintained line run South 00°18'54" West for a distance of 47.05 feet; thence run South 89°41'06" East for a distance of 40.00 feet; thence run North 00°18'54" East for a distance of 50.00 feet to the aforesaid South maintained line of 5 Mile Road; thence run the following courses along the aforesaid South maintained line and the West maintained line of 5 Mile Road: South 89°19'15" East for a distance of 248.15 feet; thence run South 89°51'57" East for a distance of 200.19 feet; thence run South 89°48'55" East for a distance of 196.42 feet; thence run South 89°25'54" East for a distance of 201.34 feet; thence run North 89°56'45" East for a distance of 301.13 feet; thence run South 89°48'02" East for a distance of 400.83 feet; thence run South 88°41'42" East for a distance of 100.78 feet; thence run North 89°48'54" East for a distance of 197.56 feet; thence run South 89°50'13" East for a distance of 304.21 feet; thence run South 83°05'13" East for a distance of 97.81 feet; thence run South 60°30'46" East for a distance of 47.74 feet; thence run South 43°04'26" East for a distance of 62.59 feet; thence run South 04°59'22" East for a distance of 80.69 feet; thence run South 02°24'26" West for a distance of 404.28 feet; thence run South 00°32'02" West for a distance of 779.65 feet to a point on the North line of the Northeast Quarter of the Northeast Quarter of aforesaid Section 22; thence run North 88°49'23" West along said North line for a distance of 1.79 feet to a point on the West right of way line of 5 Mile Road as recorded in Official Records Book 357, Page 21 of the Public Records of Lake County, Florida; thence run South 00°19'09" West along said West right of way line for a distance of 1310.25 feet to a point on the South line of the Northeast Quarter of the Northeast Quarter of said Section 22; thence run North 89°00'54" West along said South line for a distance of 1290.91 feet to the Southwest corner of the Northeast Quarter of the Northeast Quarter of said Section 22; thence run North 00°20'55" East along the West line of the Northeast Quarter of the Northeast Quarter of aforesaid

Section 22 for a distance of 1314.56 feet to the Northwest corner of the Northeast Quarter of the Northeast Quarter of said Section 22; thence run North 88°49'23" West along the North line of the Northwest Quarter of the Northeast Quarter and the North line of the Northwest Quarter of said Section 22 for a distance of 3969.87 feet to the POINT OF BEGINNING.

Containing 10,770,217 square feet or 247.25 acres, more or less.

EAST PARCEL

Contains 8,269,644 square feet, 189.84 acres

WEST PARCEL

Contains 2,500,573 square feet, 57.41 acres

OVERALL PROPERTY

Contains 10,770,217 square feet or 247.25 acres, more or less.

Exhibit - Location Map – Lennar Swap Property

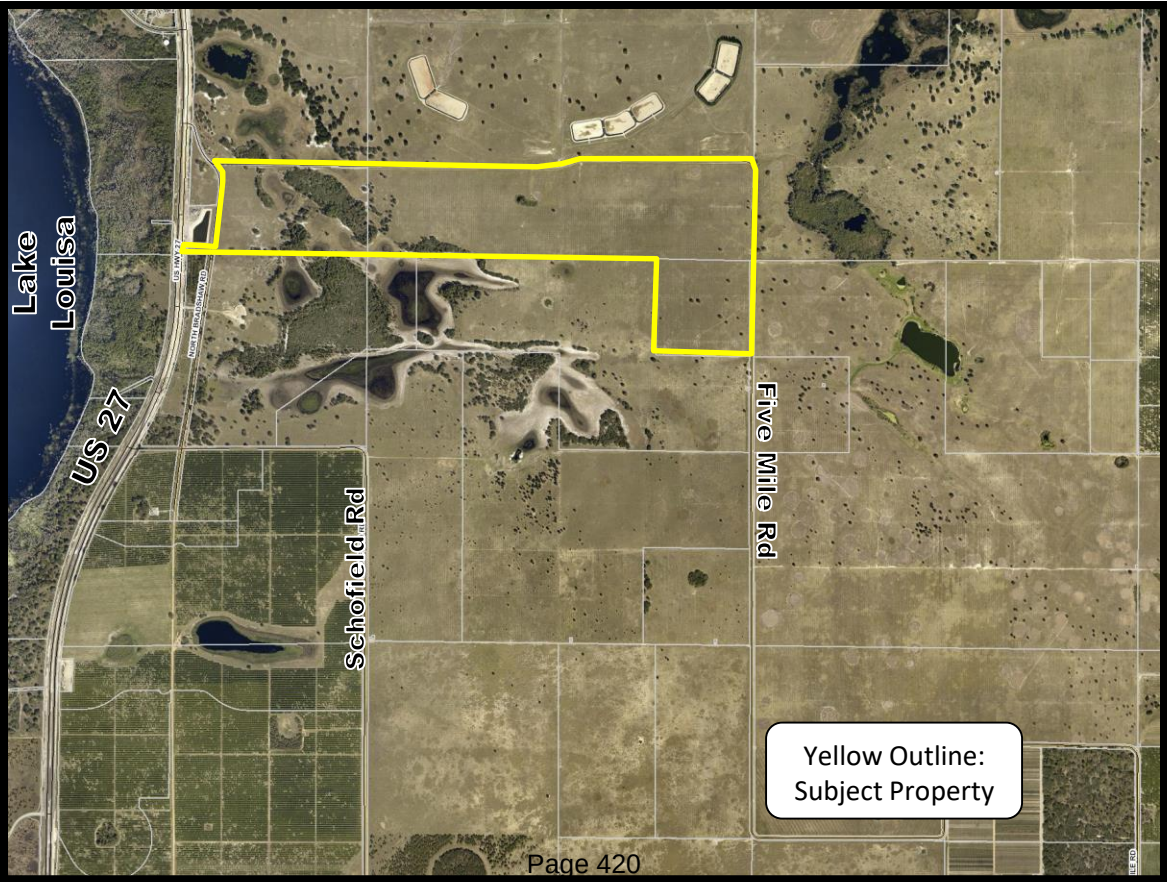
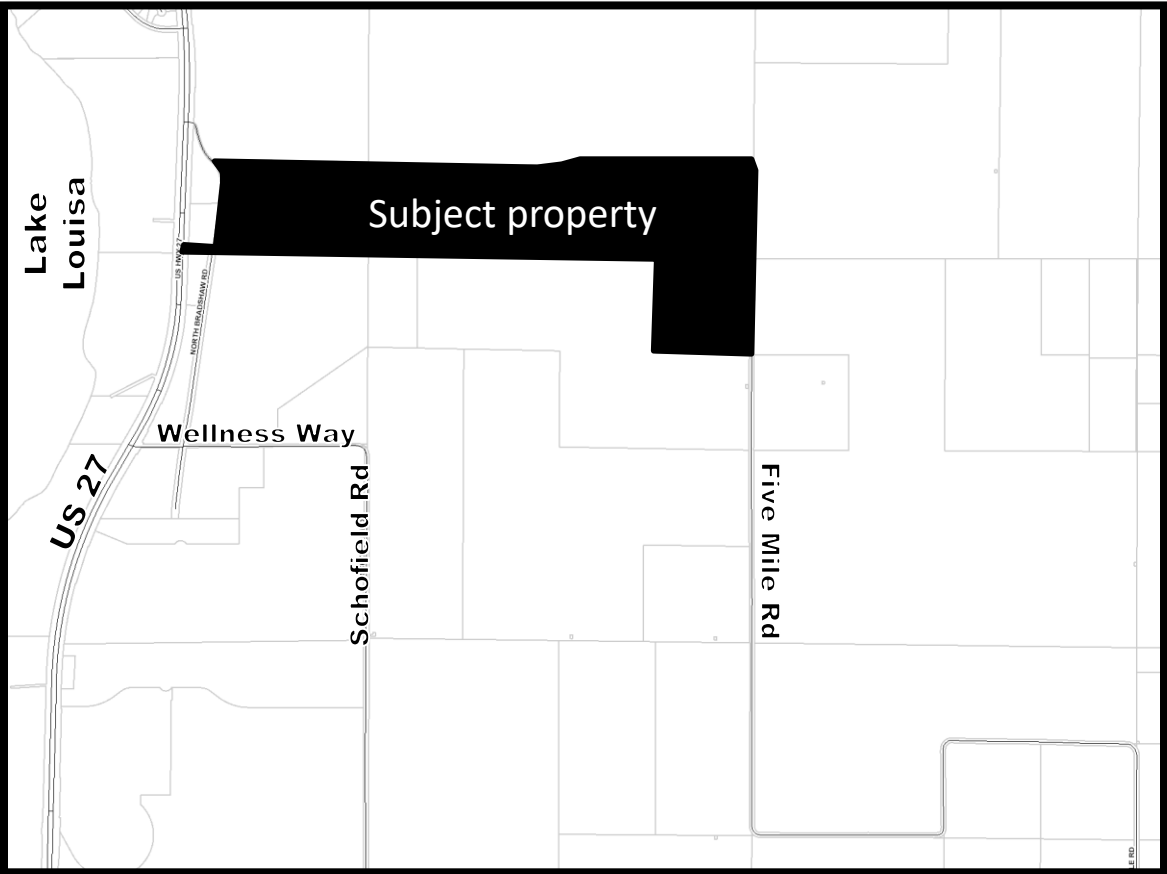
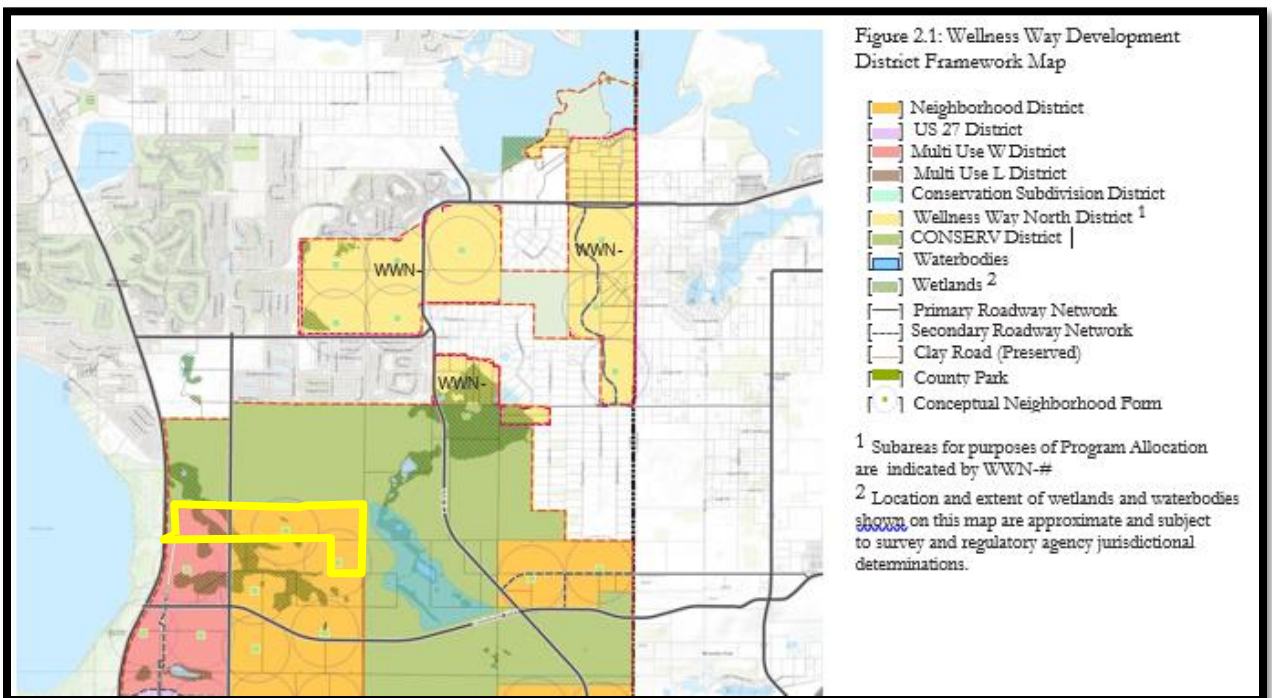
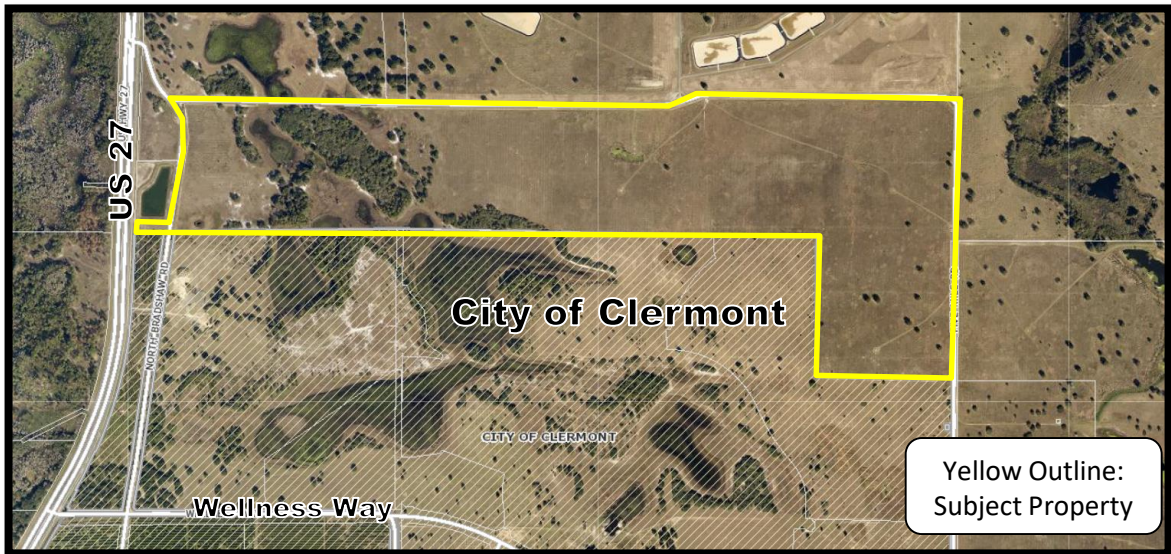
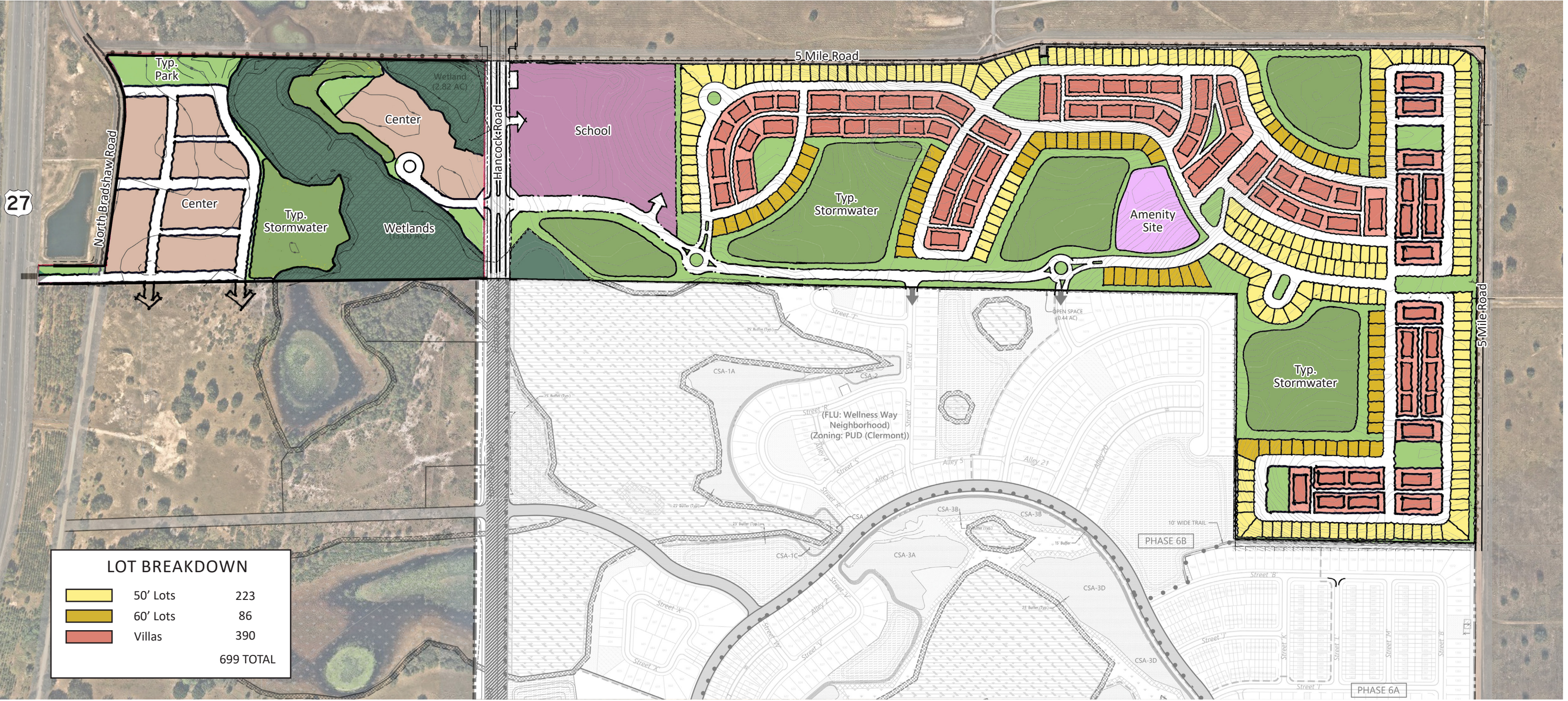


Exhibit – Wellness Way Development District Framework Map – Lennar Swap Property





Engineers | Scientists | Planners | Designers



225 E. Robinson Street
Suite 300
Orlando, FL 32801
407.839.4006
r 407.839.4008
Certificate of Authorization Number FL #3932

WELLNESS WAY
SWAP PUD
Clermont, Florida

Parcel ID: 13-23-25-090-0049-00000



LEGAL DESCRIPTION:

A Parcel of land lying in Sections 15, 16 and 22, Township 23 South, Range 26 East, Lake County, Florida.
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Land Use Plan

Issued for	PUD Approval
Date Issued	February 8, 2023
Latest Issue	December 14, 2023

Sheet Index		
Number	Drawing Title	Latest Issue
C-2	Existing Conditions Plan	5/24/2023
C-3	Topography Plan	5/24/2023
C-4	Land Use Plan	12/14/2023
C-5	Development Standards	12/14/2023
C-6	Road Cross Sections	11/21/2023
C-7	Typical Lot Diagrams	10/6/2023
C-7A	Proposed Building Elevations	10/6/2023
C-8	Park Plan	12/14/2023
C-9	Cut & Fill Plan	11/21/2023
C-10	Signage Plan	11/21/2023

Development Team

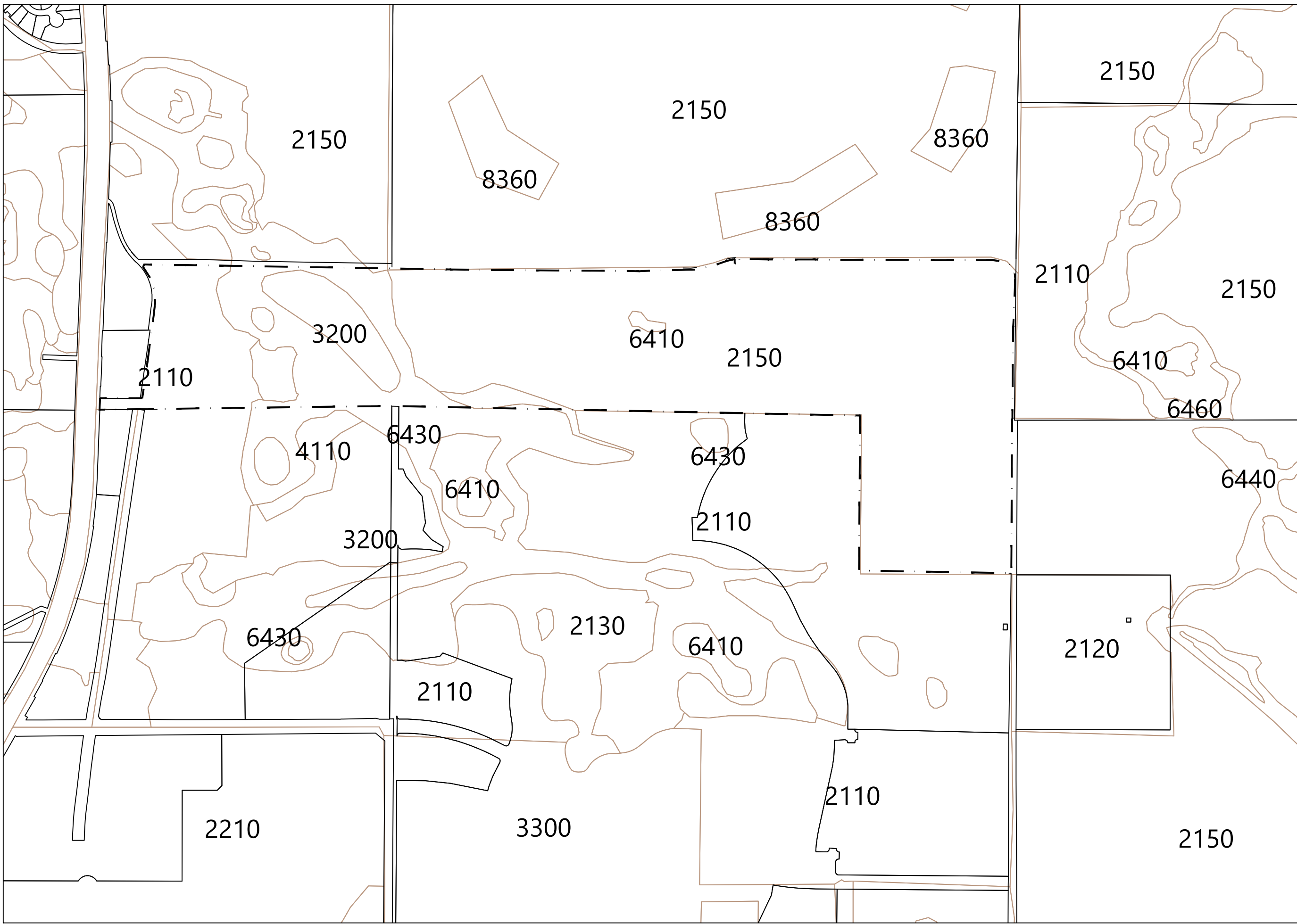
Owner:
South Lake Crossings IV LLC
527 Main St
Windermere, FL 34786

CPB Hiltop, LLC
18981 US Highway 441
Mt Dora, FL 32757

Developer:
Lennar
6750 Forum Drive
Suite 310
Orlando, Florida 32821

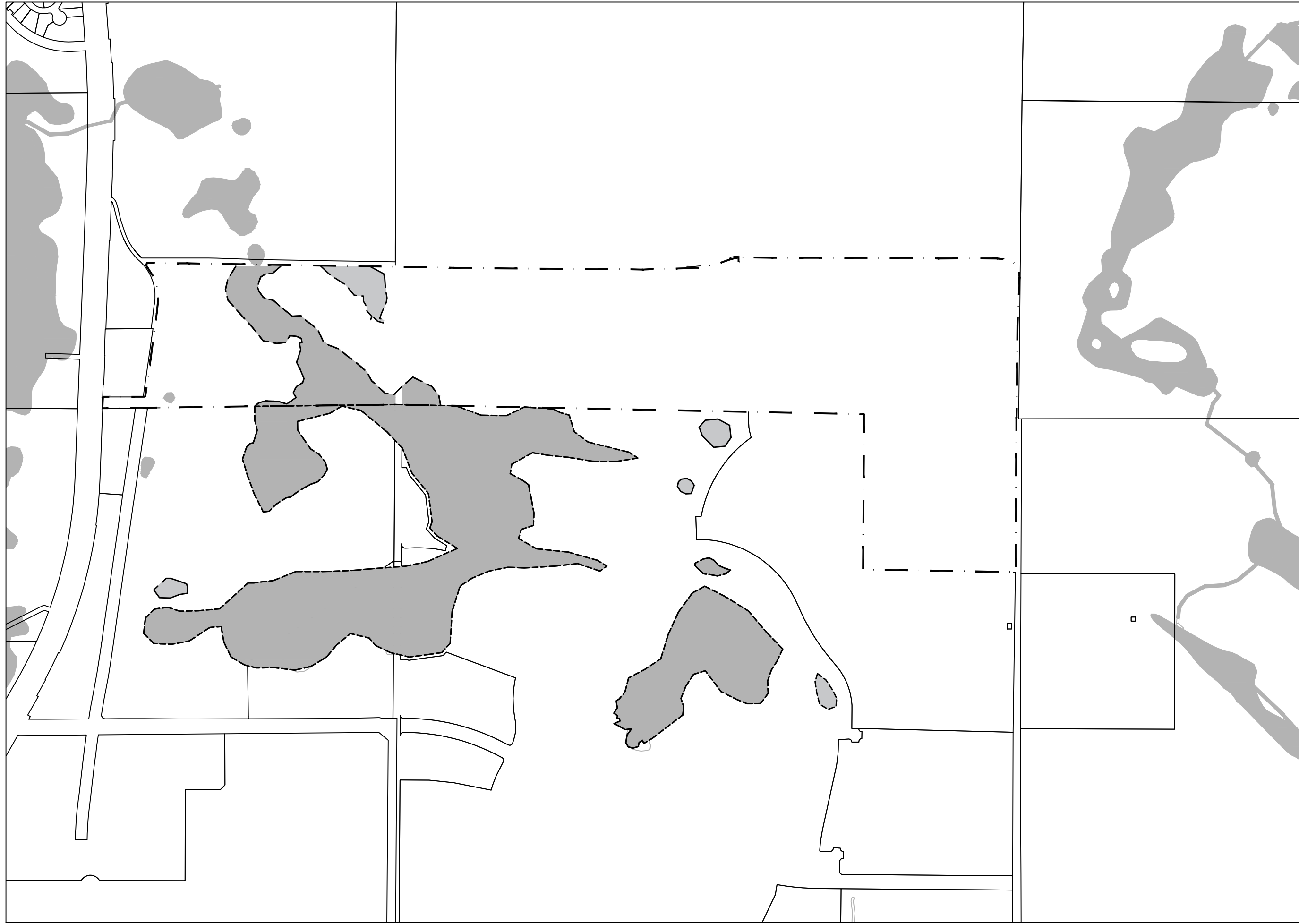
Land Planner/Civil Engineer:
VHB
225 E. Robinson Street, Suite 300
Orlando, Florida 32801
Phone: 407.839.4006 · Fax: 407.839.4008

Land Use Attorney:
Shutts & Bowen LLP
300 South Orange Ave. Suite 1600
Orlando, Florida 32801



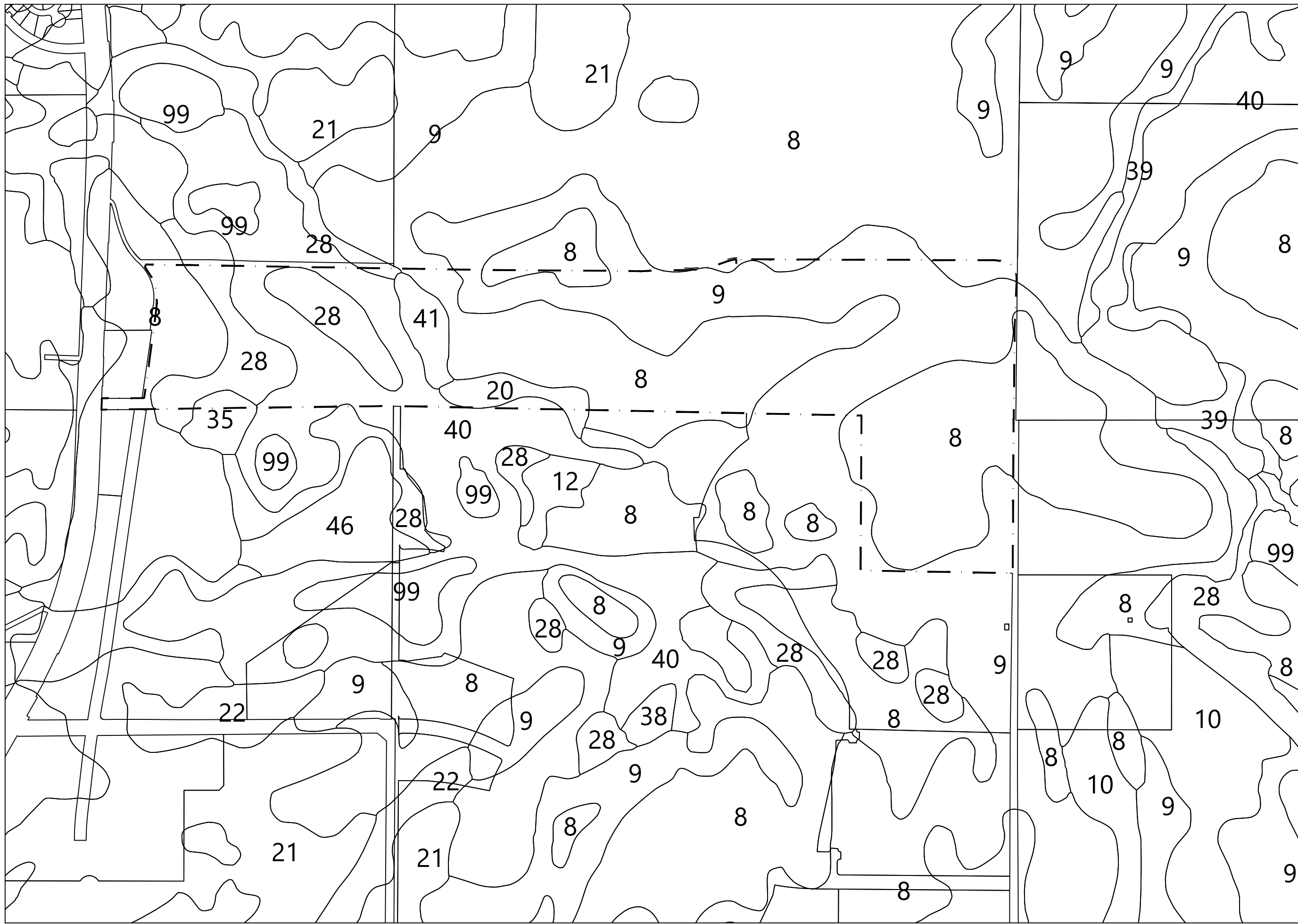
Land Cover

2110	Improved Pastures (monocult, planted forage crops)	3200	Shrub and Brushland (wax myrtle or saw palmetto, occasionally scrub oak)	6430	Wet Prairies
2120	Unimproved pastures			6440	Emergent Aquatic Vegetation
2150	Field Crops	3300	Mixed Upland Nonforested	6460	Mixed Scrub-shrub Wetland
2210	Citrus Groves	4110	Pine Flatwoods	8360	Treatment Ponds
		6410	Freshwater Marshes		



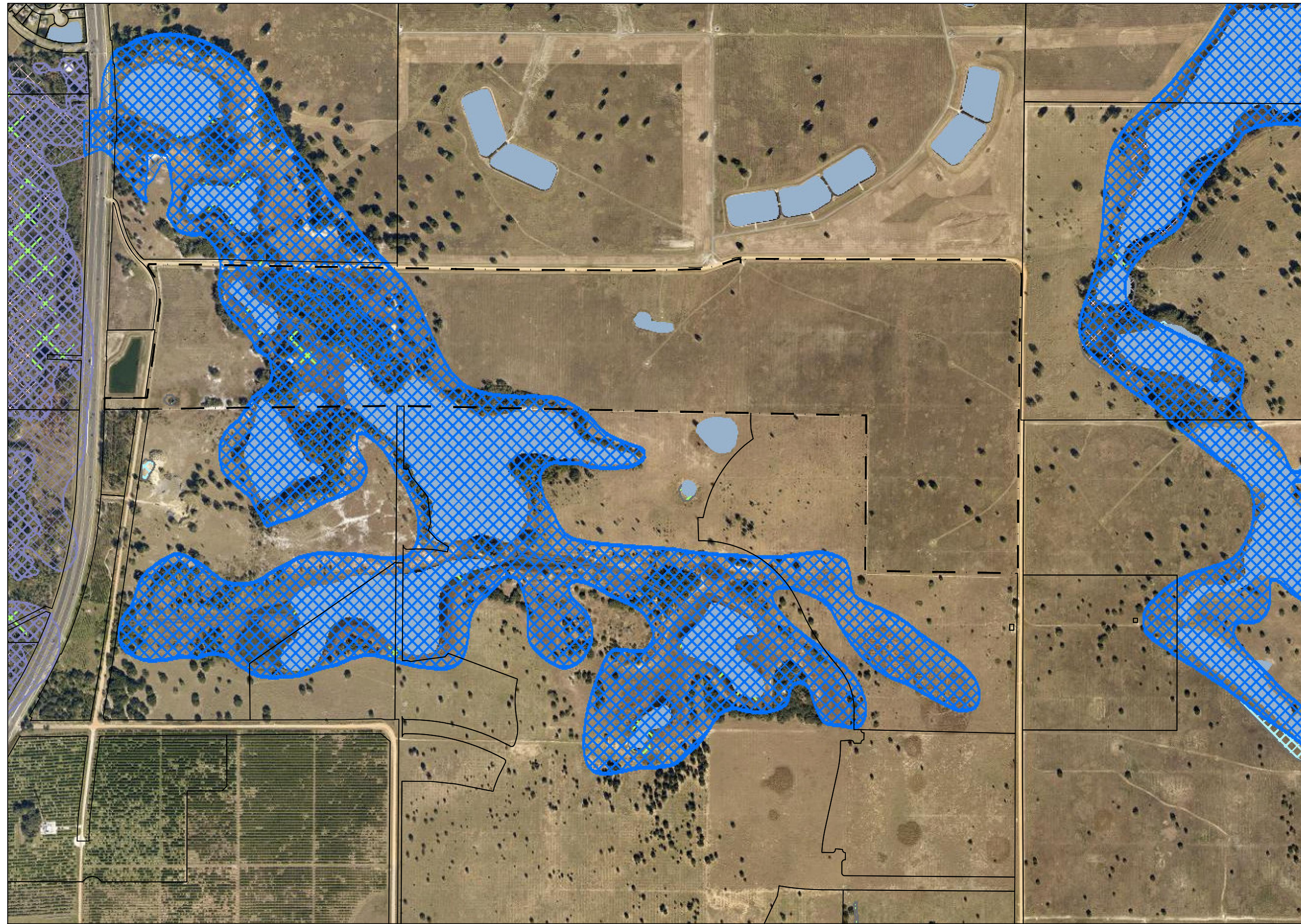
Wetland

Wetland	Wetland
Parcels	Parcels



Soils

8	Candler Sand, 0 to 5 Percent Slopes	21	Lake Sand, 0 to 5 Percent Slopes	39	Seffner Sand
9	Candler Sand, 5 to 12 Percent Slopes	22	Lake Sand, 5 to 12 Percent Slopes	40	Placid and Myakka Sand, Depressional
10	Candler Sand, 12 to 40 Percent Slopes	28	Myakka-myakka, Wet, Sand, 0 to 2 Percent Slopes	41	Pomello Sand, 0 to 5 Percent Slopes
12	Cassia Sand	35	Paola Sand, 0 to 5 Percent Slopes	46	Orsino Sand
20	Immokalee Sand	38	Placid Sand, Frequently Ponded, 0 to 2 Percent Slopes	99	Water



Flood Zones

AE	Freshwater Emergent Wetland
AE	Freshwater Forested/Shrub Wetland
Water Bodies	Freshwater Pond
Lake Mack Flood Plain	Lake

vhb.com

vhb

225 E. Robinson Street

Suite 300

Orlando, FL 32801

407.839.4006

Certificate of Authorization

Number FL #3932

Legend

--- PUD Boundary

Wellness Way Swap PUD

Clermont, Florida

No.	Revision	Date	Appvd.

Designed by	Checked by
GZ	EH
Issued for	Date
	January 20, 2023

Vertical Datum NAVD 1988

EXISTING CONDITIONS

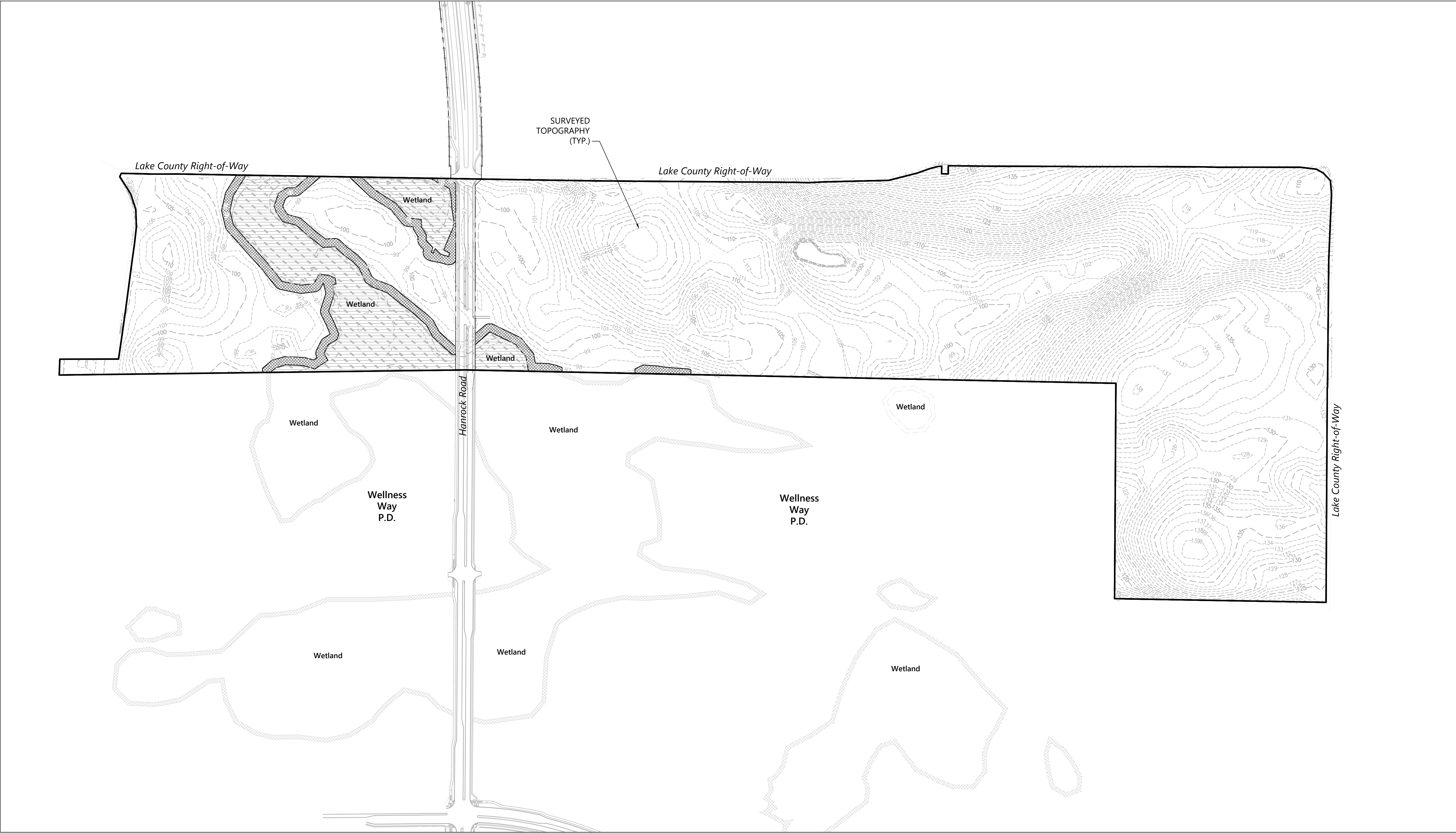
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C-2

Sheet of

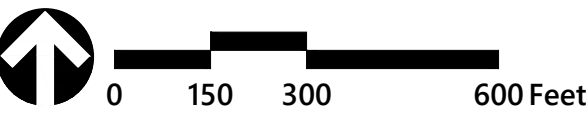


225 E. Robinson Street
Suite 300
Orlando, FL 32801
407.839.4006
Certificate of Authorization
Number FL #3932



Legend

- Boundary
- WETLAND
- WETLAND BUFFER



Wellness Way
Swap PUD

Clermont, Florida

No.	Revision	Date	Appvd.

Designed by	Checked by
GZ	EH
Issued for	Date
	January 20, 2023

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TOPOGRAPHY PLAN

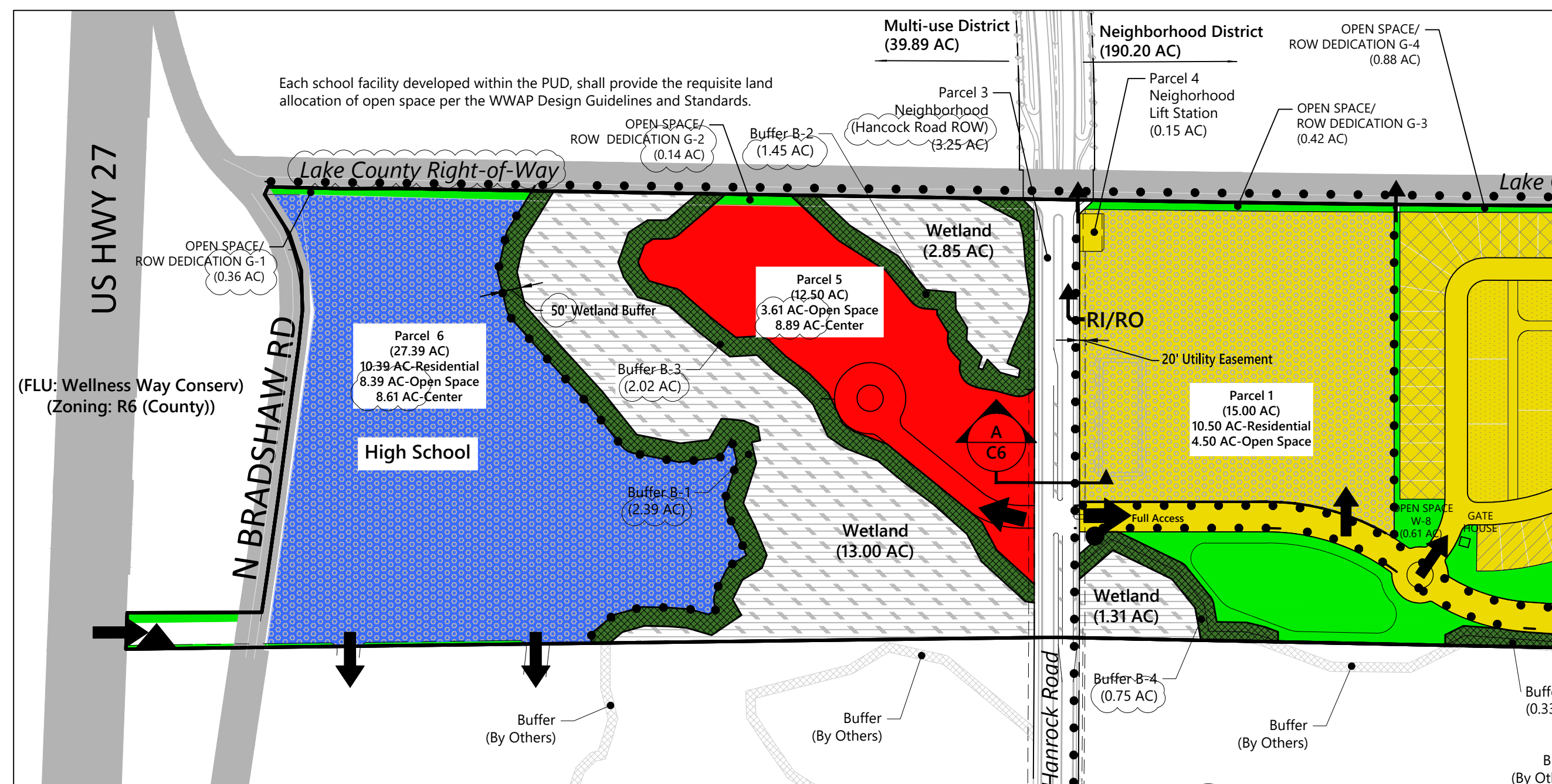
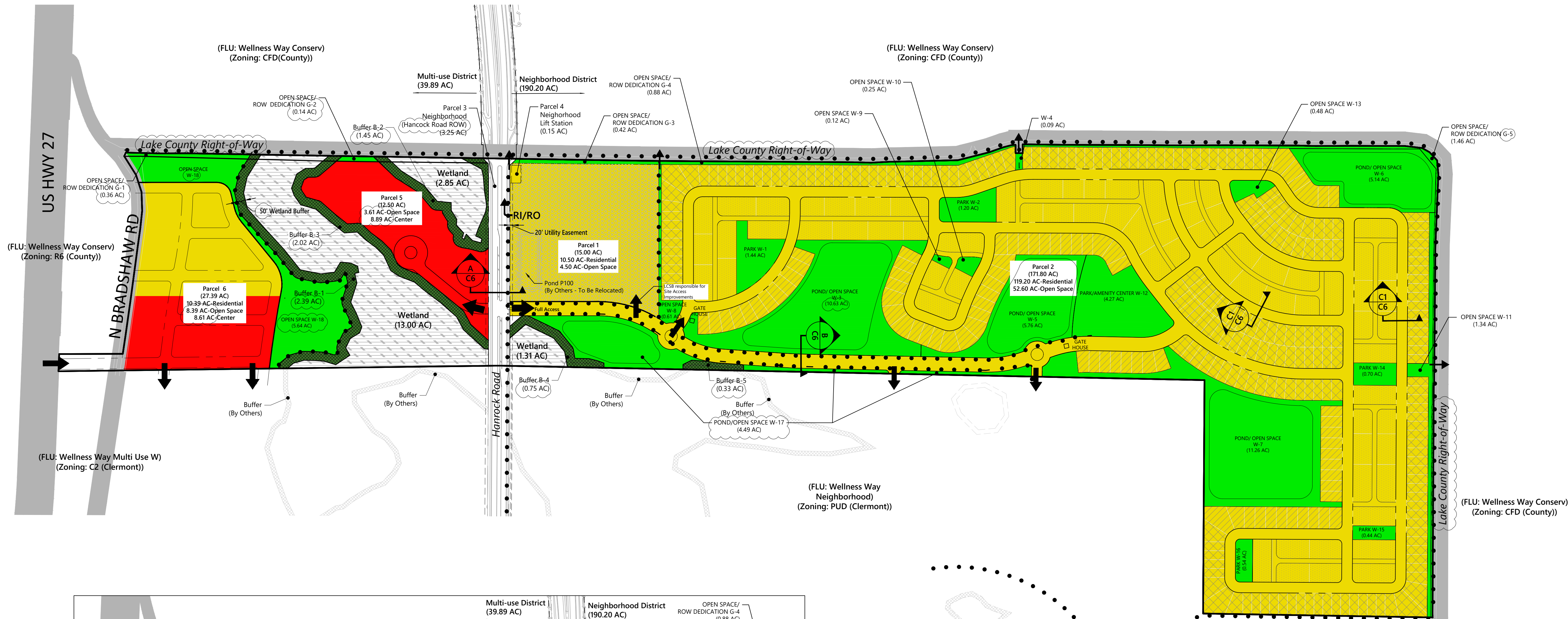
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C-3

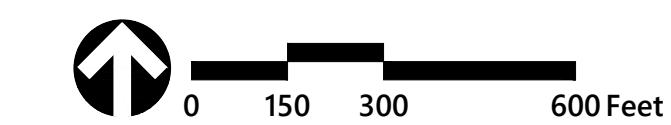
Sheet of



225 E. Robinson Street
Suite 300
Orlando, FL 32801
407.839.4006
Certificate of Authorization
Number FL #3932



Alternate Land Use Plan w/ High School Site



Wellness Way Swap PUD

Clermont, Florida

No.	Revision	Date	Appvd.

Designed by	Checked by
GZ	EH
Issued for	Date
	January 20, 2023

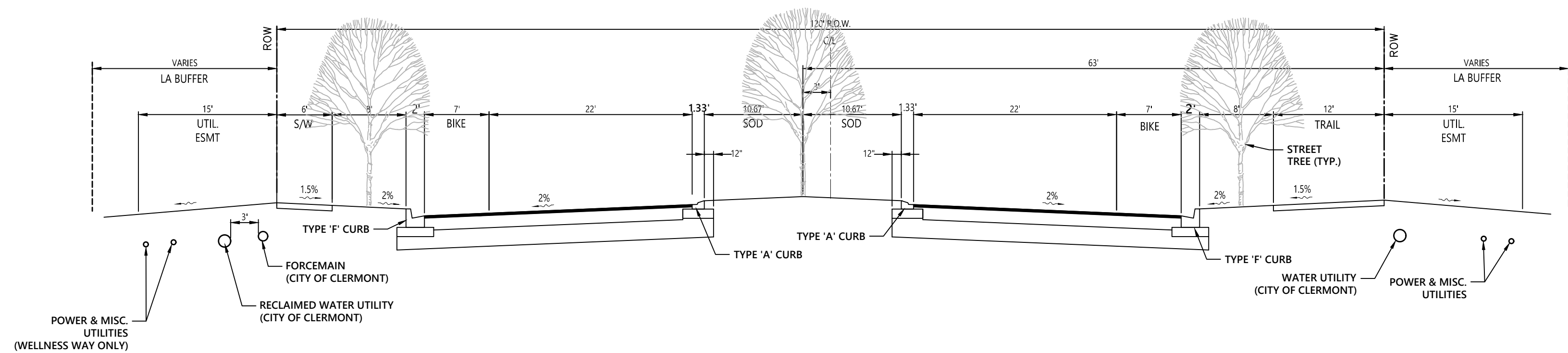
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Drawing Title

LAND USE PLAN

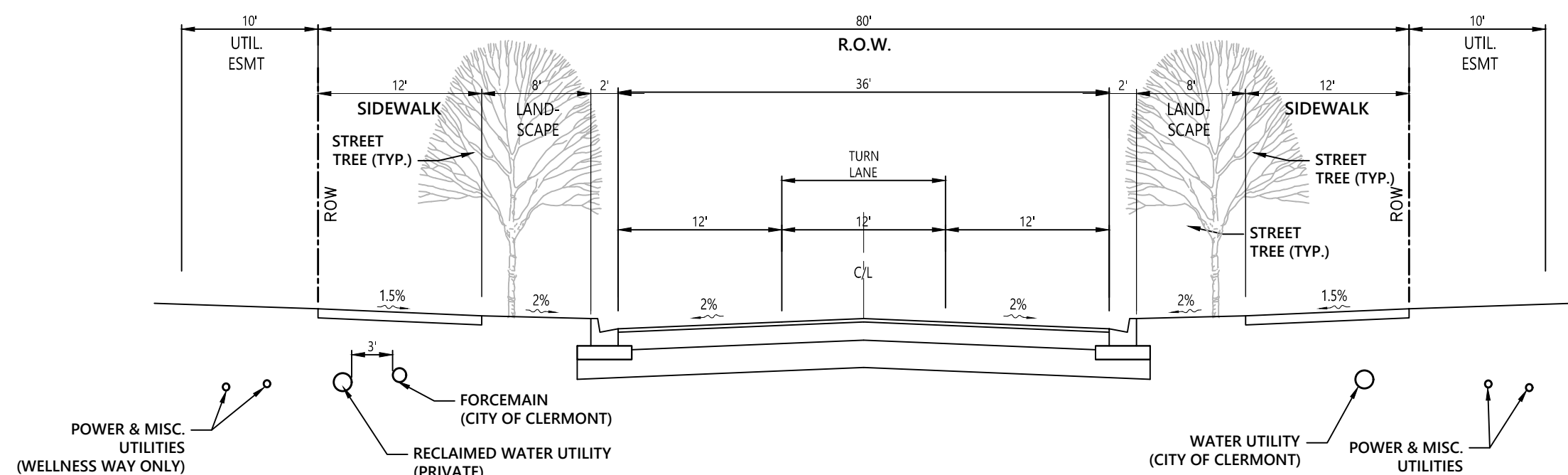
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C-4

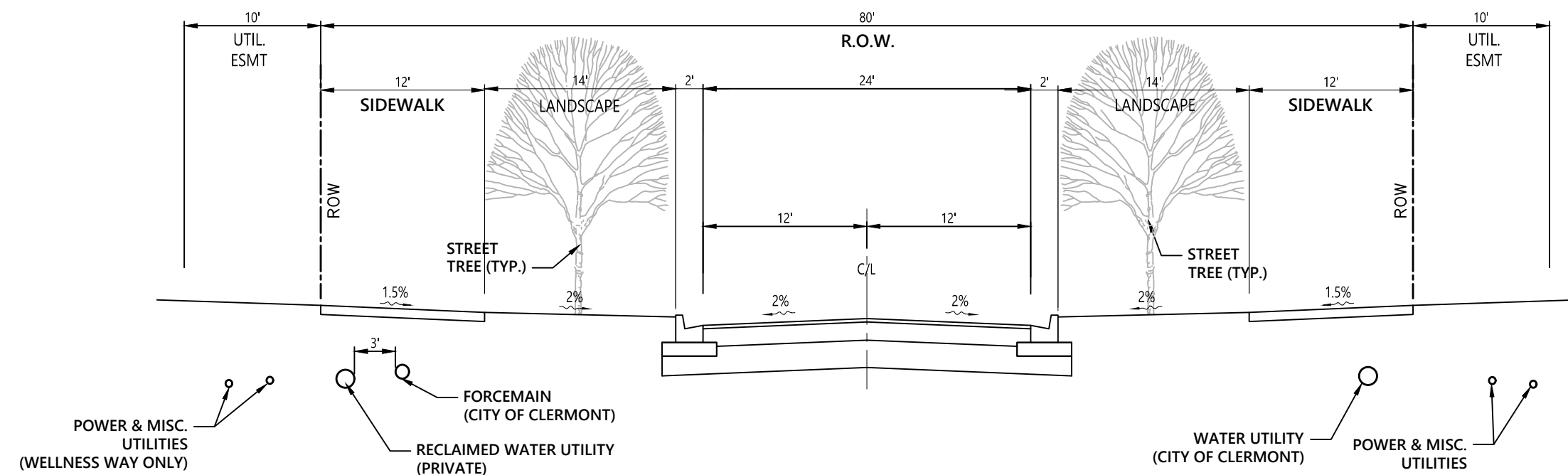
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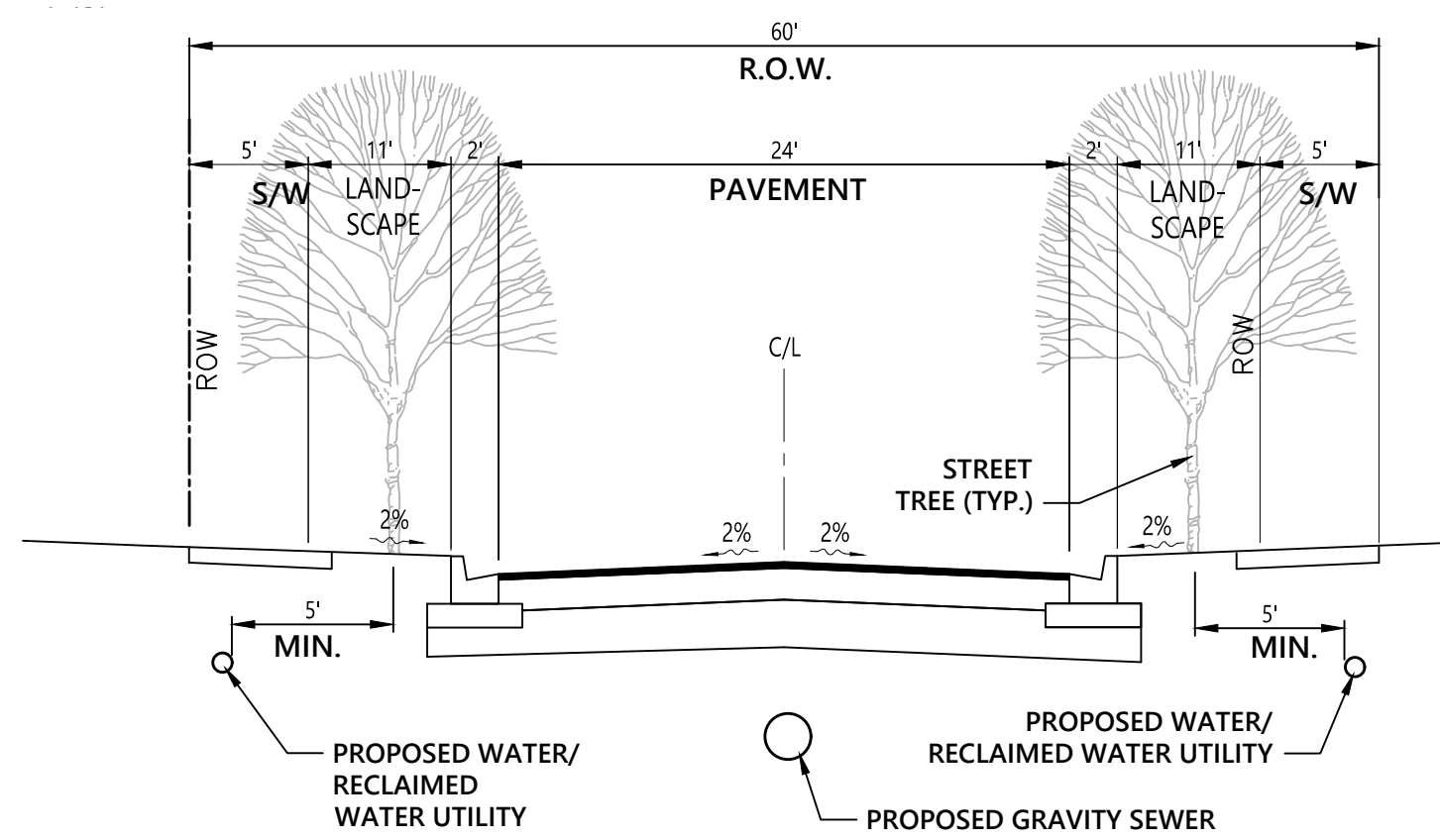
A - Typical Road Section - Hancock Road Initial Improvements (Future 4 Lanes)
N.T.S.



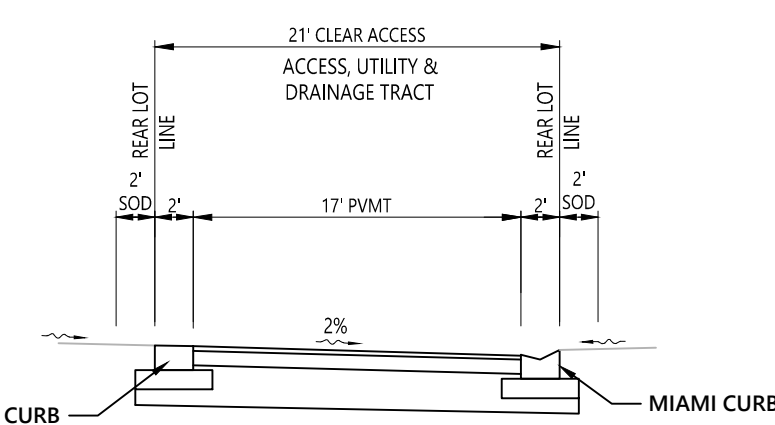
B-1 Neighborhood Connector Typical Road Section
N.T.S.



B-2 Neighborhood Connector Typical Road Section
N.T.S.



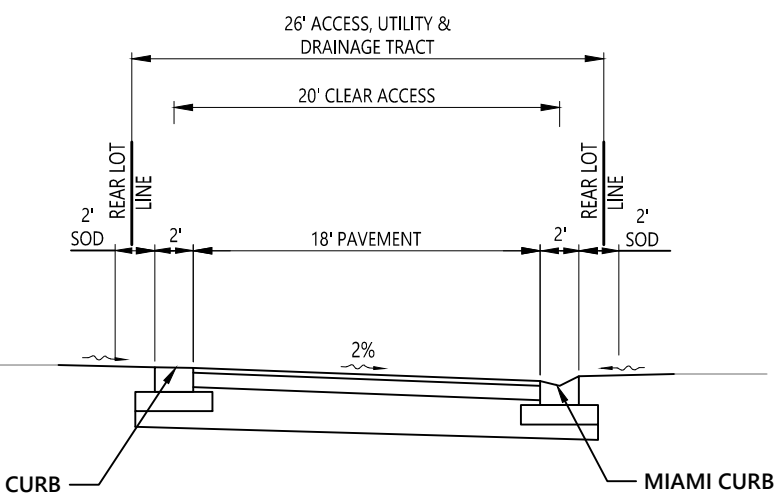
C - Local Street Typical Road Section
N.T.S.



NOTES:

1. FOR ONE-WAY ALLEYS, SOLID WASTE PICKUP WILL BE FROM ONE SIDE OF THE ALLEY, THE APPROPRIATE SIDE OF THE ALLEY WILL BE DESIGNATED AT CONSTRUCTION PLAN REVIEW AND AGREED UPON WITH THE CITY.
2. ALL ALLEYS ADJACENT TO TOWNHOME BUILDINGS ARE INTENDED TO PROVIDE FIRE ACCESS AND SHALL BE POSTED AS "NO PARKING - FIRE LANE" IN ACCORDANCE WITH THE FLORIDA FIRE PREVENTION CODE.

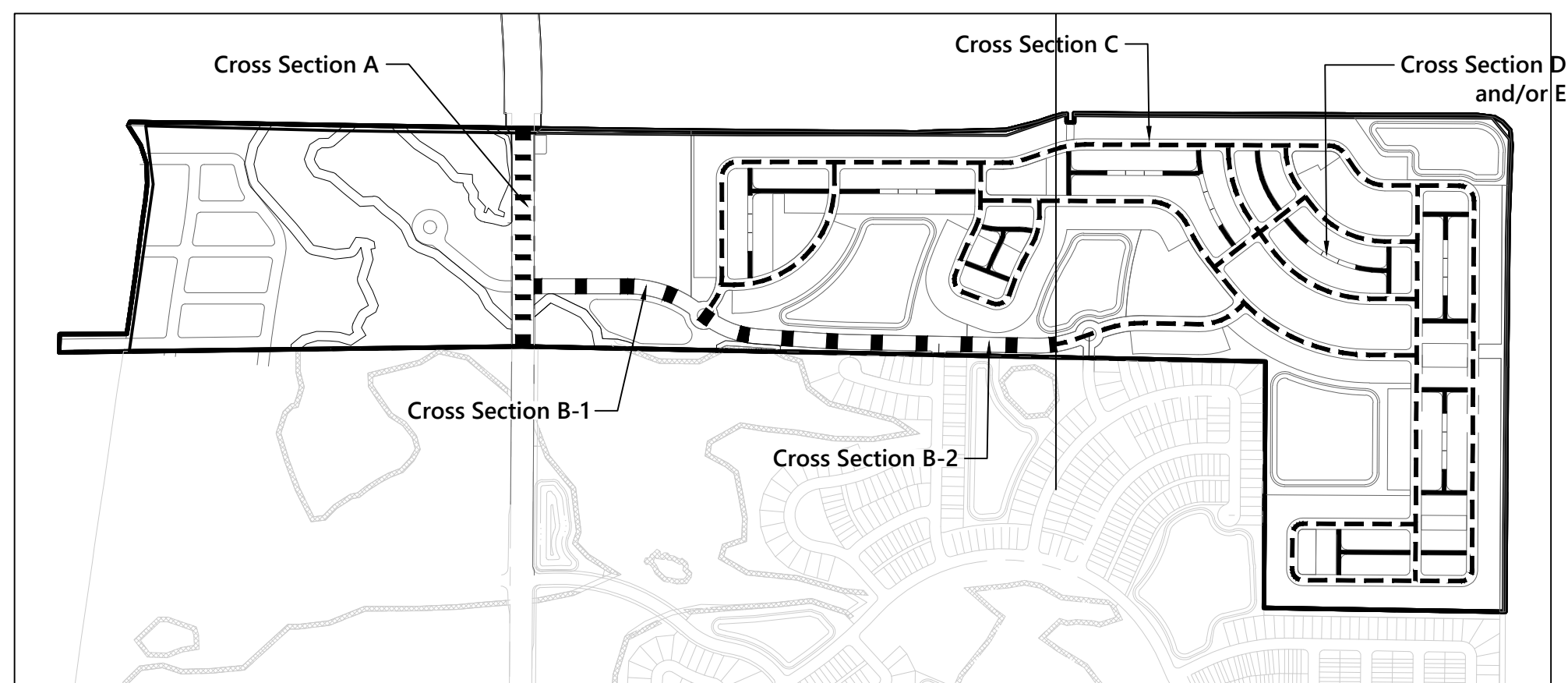
D - Typical Alley Road Section - One Way
N.T.S.



NOTE:

1. ALL ALLEYS ADJACENT TO TOWNHOME BUILDINGS ARE INTENDED TO PROVIDE FIRE ACCESS AND SHALL BE POSTED AS "NO PARKING - FIRE LANE" IN ACCORDANCE WITH THE FLORIDA FIRE PREVENTION CODE.

E - Typical Alley Road Section - Two Way
N.T.S.



KEY MAP

Wellness Way Swap PUD

Clermont, Florida

[illegible]

Vertical Datum NAVD 1988

ROAD SECTIONS

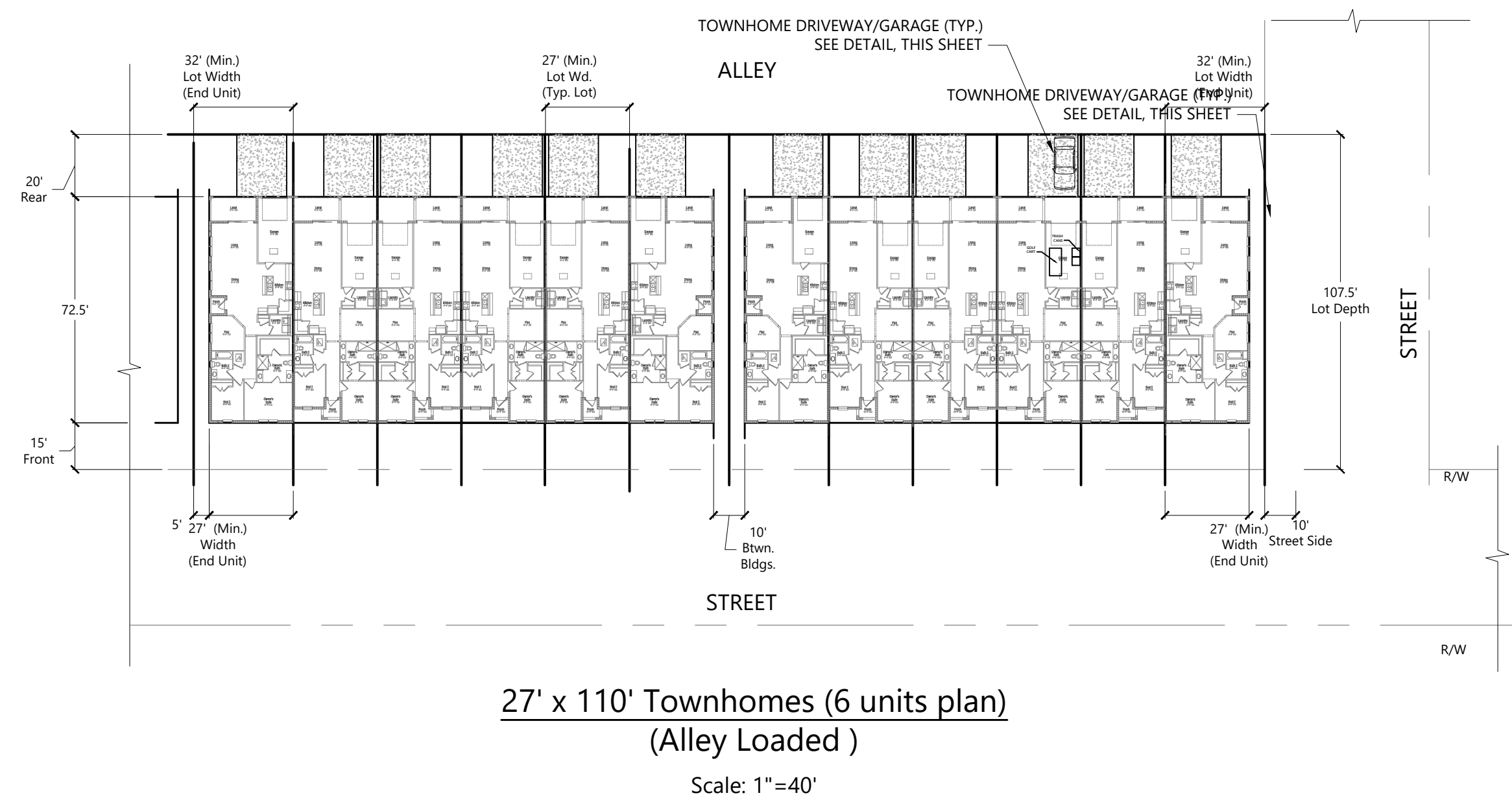
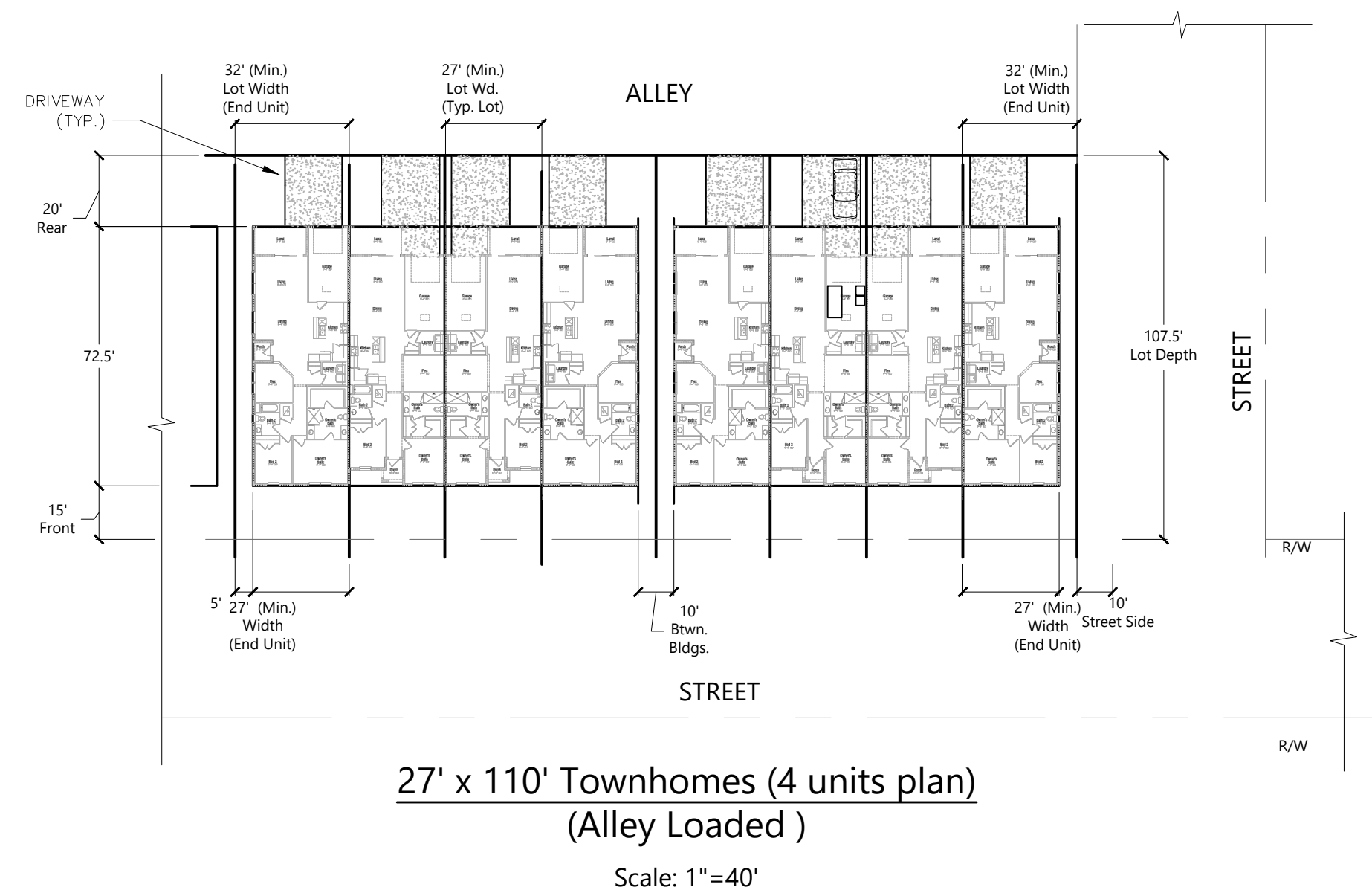
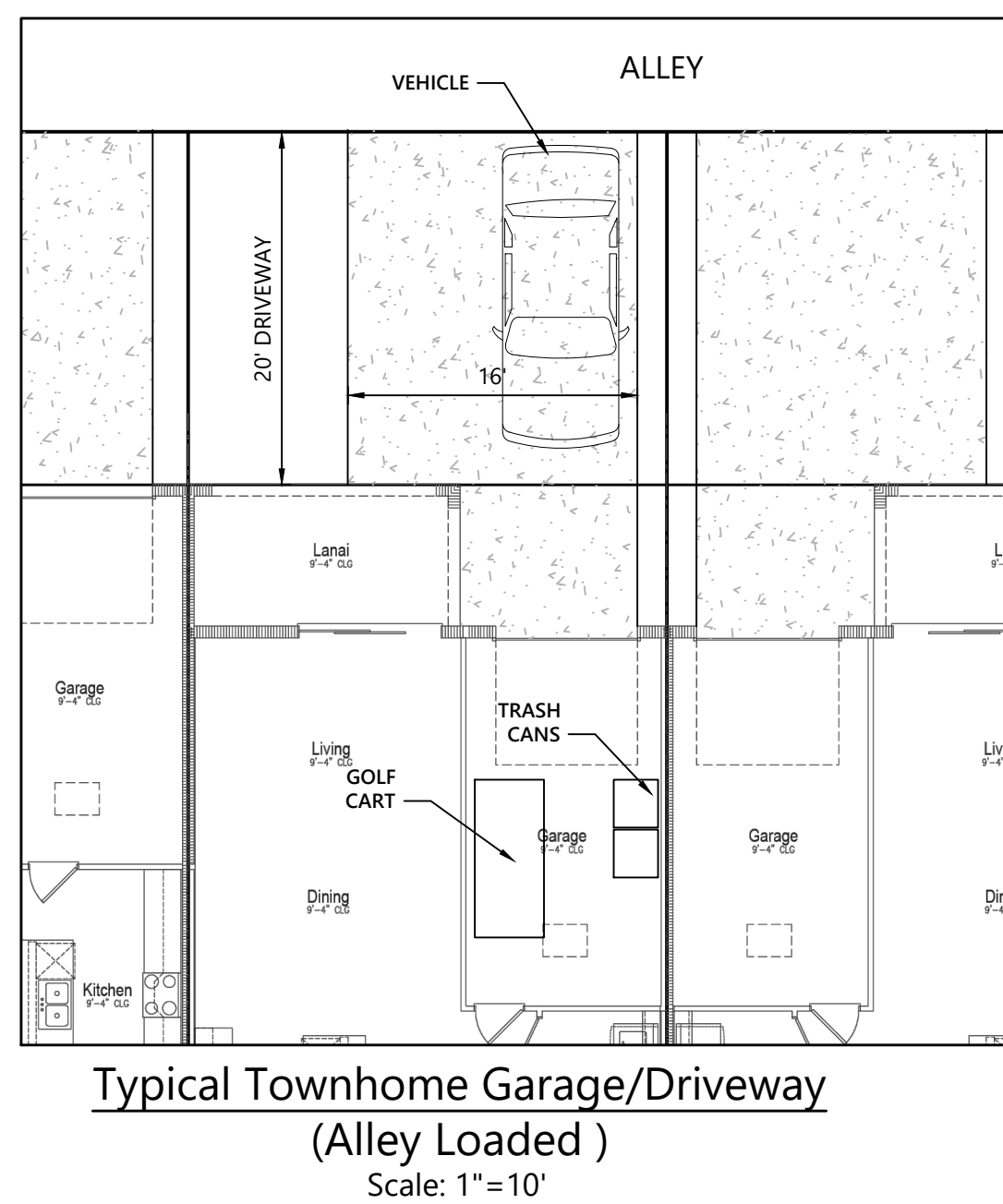
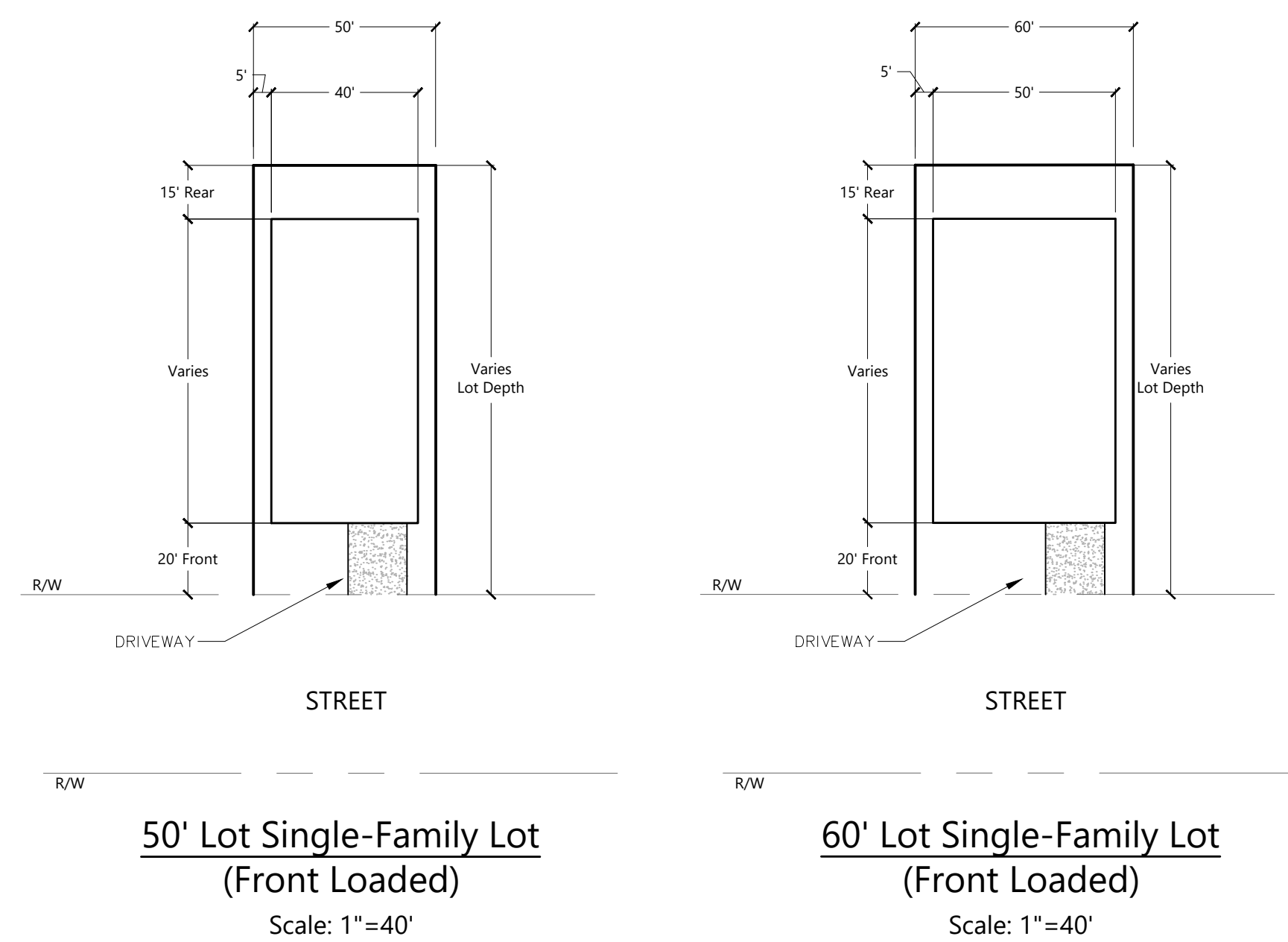
Drawing Number

C-6

Sheet of

DATE: Dec. 14, 2023 Project Number 63639.01

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Number FL #3932



Wellness Way Swap PUD

Clermont, Florida

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Vertical Datum NAVD 1988

TYPICAL LOT DIAGRAMS

Drawing Number

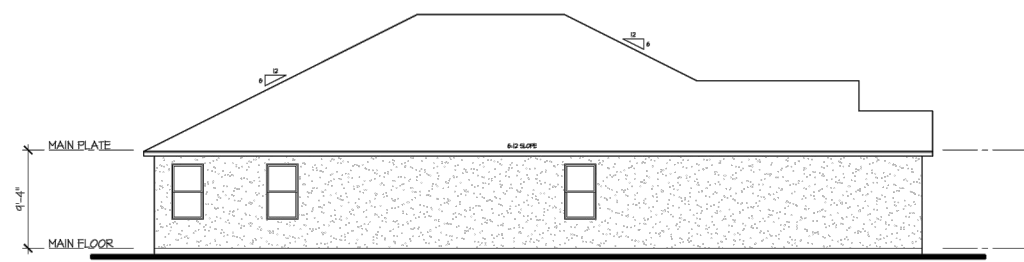
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DATE: Dec. 14, 2023 Project Number 63639.01

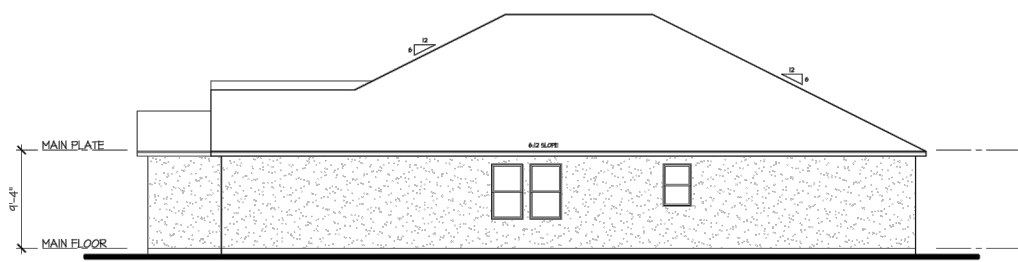


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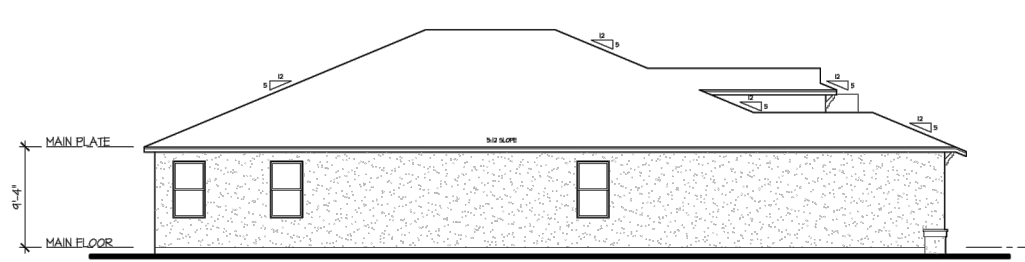
Left Elevation

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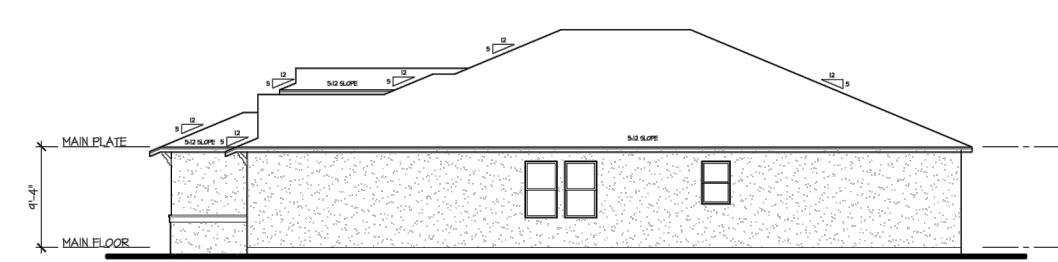
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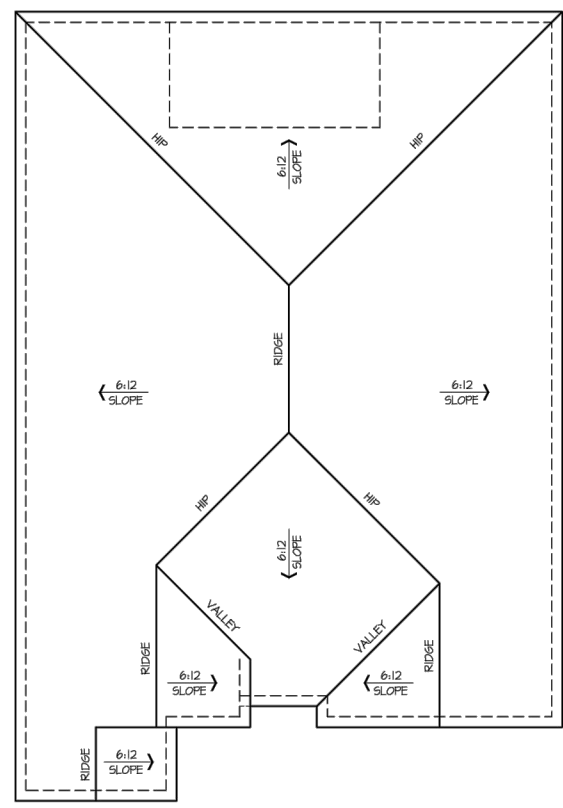
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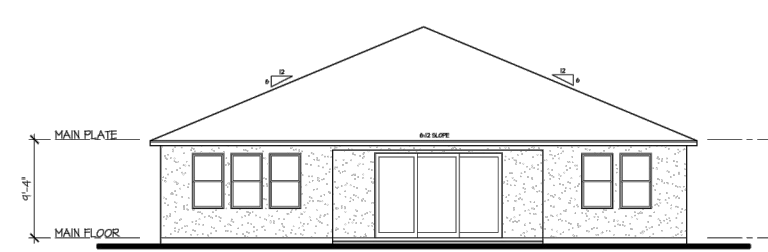
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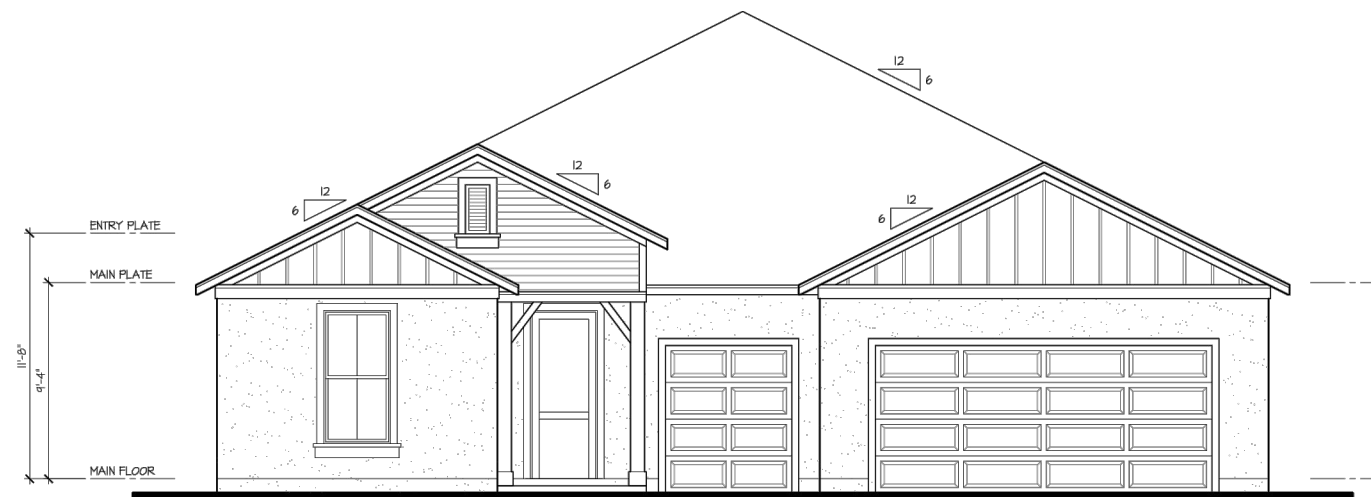
Roof Plan

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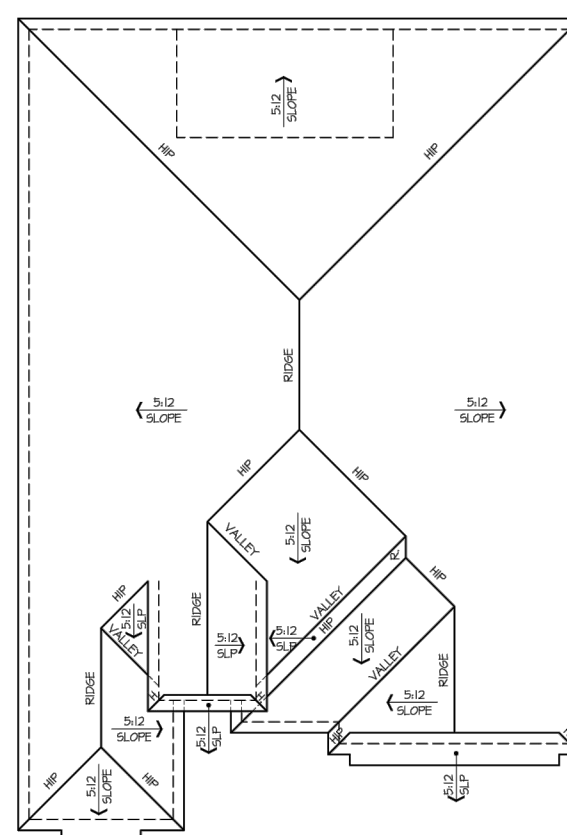
Rear Elevation

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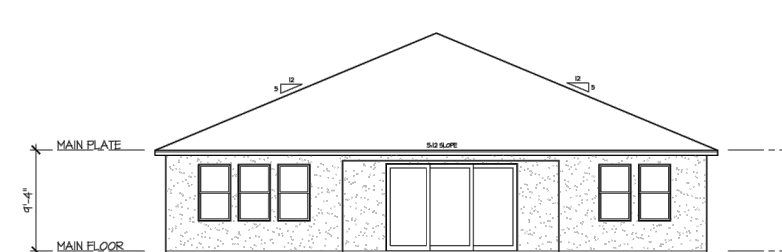
Front Elevation

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Roof Plan

SCALE: 1/8"=1'-0" (20MM 1/8"=1'-0" (20MM)



Rear Elevation

SCALE: 1/8"=1'-0" (20MM 1/8"=1'-0" (20MM)



Front Elevation

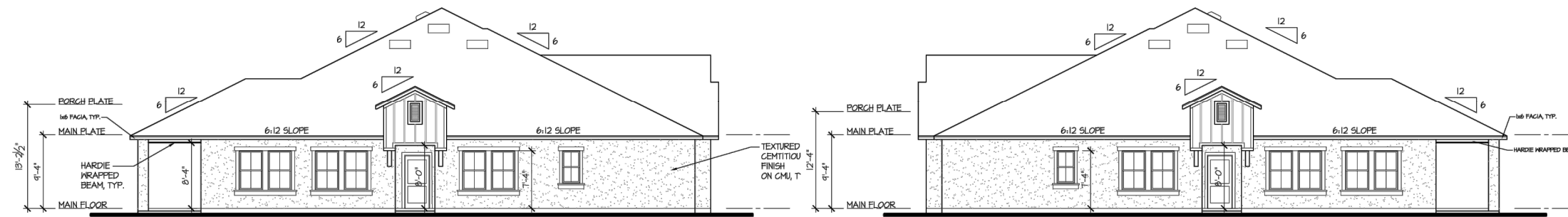
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Typical Building Elevation - 50ft Lot

N.T.S.

Typical Building Elevation - 60ft Lot

N.T.S.

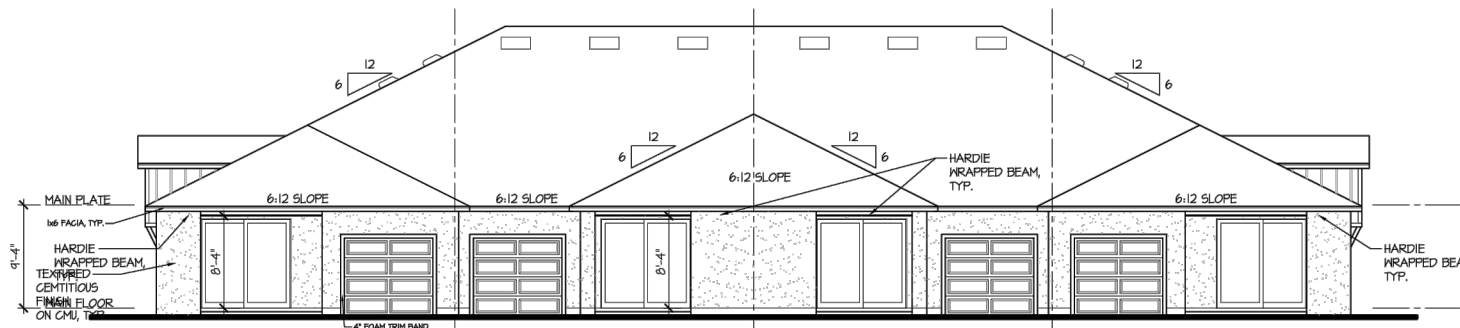


Left Elevation

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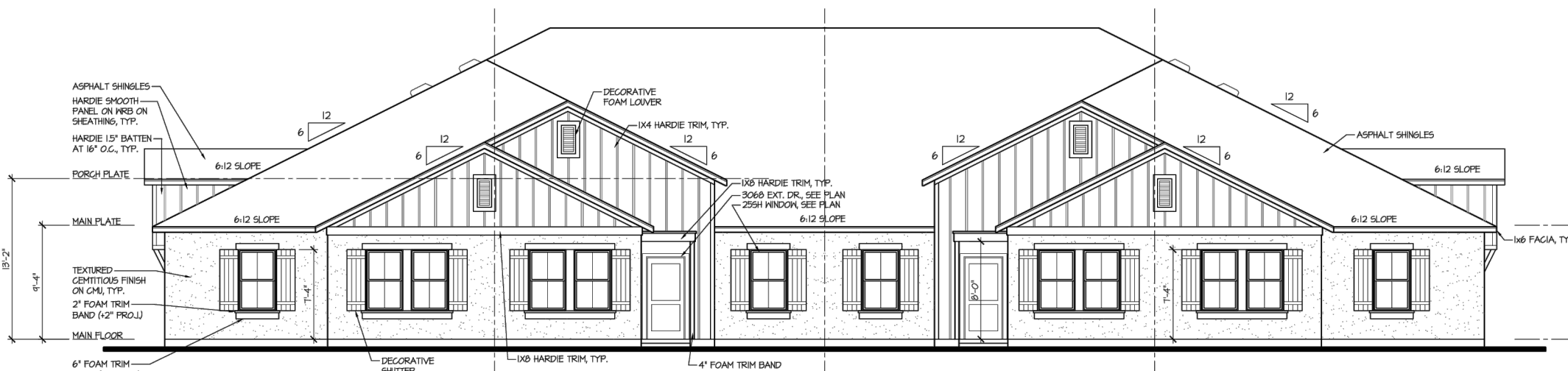
Right Elevation

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Rear Elevation

SCALE: 1/8"=1'-0" (20MM 1/8"=1'-0" (20MM)



Front Elevation

SCALE: 1/8"=1'-0" (20MM 1/8"=1'-0" (20MM)

Elevation A - Modern Farmhouse

EXTERIOR ELEVATION

GENERAL NOTES:

- GRADE CONDITIONS MAY VARY FOR INDIVIDUAL SITES FROM THAT SHOWN ON DRAWINGS. VERIFY IN FIELD WITH GC AND SITE CONTRACTOR PRIOR TO CONSTRUCTION.
- SEE GENERAL NOTES SECTION VI FOR INFORMATION REGARDING REQUIREMENTS FOR MATERIALS, FINISHES AND PROFILES. VERIFY WITH GC AND SITE CONTRACTOR PRIOR TO CONSTRUCTION.
- ROOF ELEVATIONS SHALL BE IN ACCORDANCE WITH THE 2020 INTERNATIONAL RESIDENTIAL CODE (IRC).
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CONSTRUCTION DOCUMENTS - 01.17.2023

Wellness Way Swap PUD

Clermont, Florida

No.	Revision	Date	Appvd.

Designed by	Checked by
GZ	EH
Issued for	Date
	January 20, 2023

Vertical Datum NAVD 1988

Drawing Title

TYPICAL BUILDING ELEVATIONS

Drawing Number

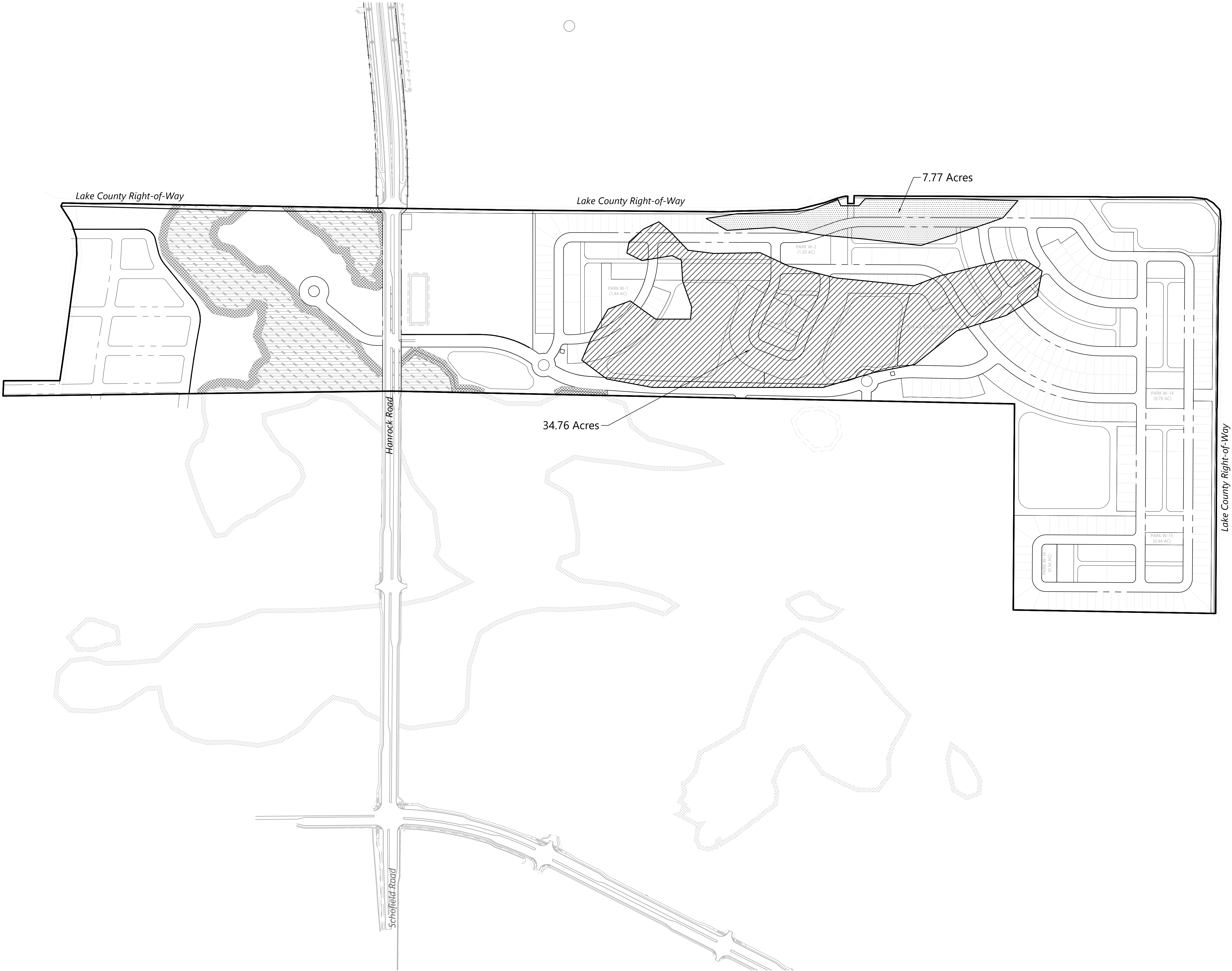
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Sheet of

DATE: Dec. 14, 2023

Project Number

63639.01





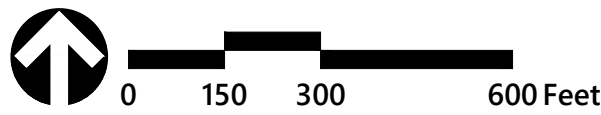
vhb.com

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Orlando, FL 32801
407.839.4006
Certificate of Authorization
Number FL #3932

LEGEND

-  WETLAND
-  WETLAND BUFFER
-  TRAIL
-  GREATER THAN 10 FT FILL
-  GREATER THAN 10 FT CUT

Total Cut/Fill Area 17.2% (42.5 acres)
over 10'



Wellness Way Swap PUD

Clermont, Florida

No.	Revision	Date	Appvd.

Designed by	Checked by
GZ	EH
Issued for	Date
	January 20, 2023

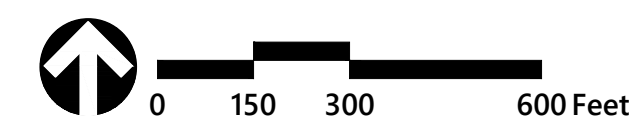
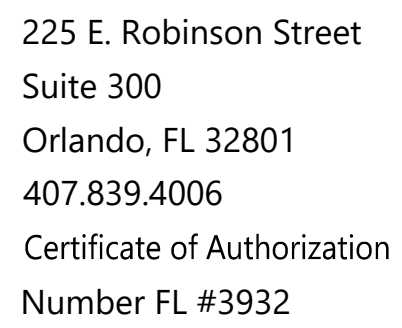
Vertical Datum NAVD 1988

CUT & FILL PLAN

Drawing Number

C-9

Sheet of



1. SIGN DETAILS SHALL COMPLY WITH SECTION 7 of the WWAP UNLESS OTHERWISE NOTED.
PROPOSED SIGN LOCATIONS ARE APPROXIMATE. ACTUAL CONDITIONS MAY DICTATE PRECISE SIGN LOCATIONS.
2. MODIFICATIONS TO THE MASTER SIGN PLAN WILL BE PERMITTED AS APPROVED BY THE PLANNING AND ZONING DEPARTMENTS.
3. INDIVIDUAL SITE SIGNS SHALL MAINTAIN A MINIMUM 120' DISTANCE SEPARATION.
4. TEMPORARY SIGNS SHALL COMPLY WITH CITY OF CLERMONT LDC.
5. THE FOLLOWING SIGNS ARE PROHIBITED:
 - A. ABANDONED SIGNS
 - A. BEACONS OR FLASHING LIGHTS
 - B. POLE SIGNS
 - C. UNSAFE SIGNS
 - D. SNIPE SIGNS
 - E. PORTABLE SIGNS
 - F. ANY SIGN OBSTRUCTING VISIBILITY AT AN INTERSECTION ACCORDING TO THE MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS
 - G. SIGNS IMITATING OR RESEMBLING GOVERNMENT SIGNS OR SIGNALS THAT ARE NOT ERECTED BY A GOVERNMENTAL OR PUBLIC AGENCY
 - H. ROOF SIGNS
 - I. SIGNS PLACED ON VEHICLES OR TRAILERS WHICH ARE PARKED OR LOCATED FOR THE MAIN PURPOSE OF DISPLAYING SAID SIGNS
 - J. SIGNS THAT CREATE TRAFFIC OR PEDESTRIAN HAZARDS
 - K. SIGNS CONSTRUCTED OF CLOTH, CANVAS, FABRIC, PAPER, PLYWOOD OR OTHER LIGHT MATERIAL WHICH ARE NOT INTENDED OR DESIGNED FOR PERMANENT DISPLAY UNLESS THOSE SIGNS MEET THE CRITERIA SET FORTH IN SECTION 11.01.06(H)



Primary Residential Sign

Wellness Way Swap PUD

[illegible]

SIGNAGE PLAN

C-10

Sheet of

DATE: Dec. 14, 2023 Project Number 63639.01



CITY OF CLERMONT REZONING APPLICATION

DATE		FEE: \$542.00 + cost of advertisement + cost of traffic review, if necessary	
Project Name (if applicable) Lennar Swap PUD			
Applicant VHB			
Contact Person Erika Hughes			
Address 225 E Robinson St, Suite 300		City Orlando	State FL
		Zip 32801	
Telephone 407.893.4769		Fax	
Email ehughes@vhb.com			
OWNER INFORMATION			
Owner's Name please see attached owner's list			
Owner Address		City	State
			Zip
Telephone		Email	
PROPERTY INFORMATION			
Address of Subject Property		City	State
East of US 27, South of Five Mile Rd, North of Schofield Rd, West of Five Mile Rd.		Clermont	FL
			Zip 34711
Legal Description (include copy of survey)			
please see attached			
Acreage		Land Use (City verification required)	
247.25		WW Neighborhood District/Multi Use W District (in process)	
Present Zoning (City verification required)		Proposed Zoning	
A & R-6 (Lake County)		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?

Following the recent adoption of the Wellness Way area comprehensive plan policies, this request is for a PUD rezoning applying the Wellness Way Neighborhood District and Multi Use W District development standards, consistent with the WWAP

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

ERIKA HUGHES

Applicant Name (print)

[Signature]

Owner Name (print)

x [Signature]

Applicant Name (signature)

x Thomas H. Brown

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

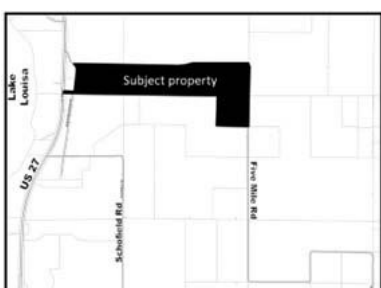
On Thursday, January 4, 2024 at 6:30 PM the Clermont Planning & Zoning Commission will consider the enactment of the following proposed ordinance, and on Tuesday, January 23, 2024 at 6:30 PM at a public hearing the request will be held before the City Council for Final Adoption.

ORDINANCE NO. 2023-025

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

LOCATION

1.5 miles south of Hartwood Marsh Road, east US 27 and south of Five Mile Road
Alternate Key 3926960



LEGAL DESCRIPTION

PARCEL ID: 13-23-25-090-0049-00000

A PARCEL OF LAND LYING IN SECTIONS 15, 16 AND 22, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 16; THENCE RUN SOUTH 89°16'46" WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER FOR A DISTANCE OF 2479.84 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY #27 /STATE ROAD #25 ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION MAP SECTION 238422 1; THENCE RUN NORTH 02°16'40" EAST ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 97.09 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE RUN NORTH 89°52'47" EAST FOR A DISTANCE OF 357.99 FEET TO A POINT ON THE EAST LINE OF BRADSHAW ROAD AS MAINTAINED BY LAKE COUNTY, FLORIDA; THENCE RUN THE FOLLOWING COURSES ALONG SAID EAST LINE: NORTH 08°31'11" EAST FOR A DISTANCE OF 108.76 FEET; THENCE RUN NORTH 08°04'22" EAST FOR A DISTANCE OF 203.58 FEET; THENCE RUN NORTH 07°32'08" EAST FOR A DISTANCE OF 301.61 FEET; THENCE RUN NORTH 08°01'59" EAST FOR A DISTANCE OF 100.03 FEET; THENCE RUN NORTH 06°13'32" EAST FOR A DISTANCE OF 99.03 FEET; THENCE RUN NORTH 01°53'26" WEST FOR A DISTANCE OF 106.21 FEET; THENCE RUN NORTH 17°53'1 Q" WEST FOR A DISTANCE OF 101.00 FEET; THENCE RUN NORTH 32°15' 43" WEST FOR A DISTANCE OF 124.94 FEET; THENCE RUN NORTH 25°06'36" EAST FOR A DISTANCE OF 22.17 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF 5 MILE ROAD AS MAINTAINED BY LAKE COUNTY, FLORIDA; THENCE RUN THE FOLLOWING COURSES ALONG SAID SOUTH LINE: SOUTH 88°38'57" EAST FOR A DISTANCE OF 193.29 FEET; THENCE RUN NORTH 89°50'32" EAST FOR A DISTANCE OF 154.07 FEET; THENCE RUN SOUTH 88°57'53" EAST FOR A DISTANCE OF 597.94 FEET; THENCE RUN SOUTH 89°04'13" EAST FOR A DISTANCE OF 1648.76 FEET; THENCE RUN SOUTH 89°10'22" EAST FOR A DISTANCE OF 300.67 FEET; THENCE RUN SOUTH 89°29'11" EAST FOR A DISTANCE OF 299.23 FEET; THENCE RUN SOUTH 89°35'06" EAST FOR A DISTANCE OF 500.01 FEET; THENCE RUN SOUTH 89°37'32" EAST FOR A DISTANCE OF 399.93 FEET; THENCE RUN SOUTH 88°36'09" EAST FOR A DISTANCE OF 100.54 FEET; THENCE RUN NORTH 8T01'31" EAST FOR A DISTANCE OF 99.52 FEET; THENCE RUN NORTH 88°41'15" EAST FOR A DISTANCE OF 389.00 FEET; THENCE RUN NORTH 75°39'41" EAST FOR A DISTANCE OF 180.49 FEET; THENCE RUN NORTH 70°38'01" EAST FOR A DISTANCE OF 85.81 FEET; THENCE RUN NORTH 75°47'42" EAST FOR A DISTANCE OF 48.13 FEET; THENCE RUN NORTH 84°56'34" EAST FOR A DISTANCE OF 22.09 FEET; THENCE DEPARTING SAID SOUTH MAINTAINED LINE RUN SOUTH 00°18'54" WEST FOR A DISTANCE OF 47.05 FEET; THENCE RUN SOUTH 89°41'06" EAST FOR A DISTANCE OF 40.00 FEET; THENCE RUN NORTH

00°18'54" EAST FOR A DISTANCE OF 50.00 FEET TO THE AFORESAID SOUTH MAINTAINED LINE OF 5 MILE ROAD; THENCE RUN THE FOLLOWING COURSES ALONG THE AFORESAID SOUTH MAINTAINED LINE AND THE WEST MAINTAINED LINE OF 5 MILE ROAD: SOUTH 89°19'15" EAST FOR A DISTANCE OF 248.15 FEET; THENCE RUN SOUTH 89°51'57" EAST FOR A DISTANCE OF 200.19 FEET; THENCE RUN SOUTH 89°48'55" EAST FOR A DISTANCE OF 196.42 FEET; THENCE RUN SOUTH 89°25'54" EAST FOR A DISTANCE OF 201.34 FEET; THENCE RUN NORTH 89°56' 45" EAST FOR A DISTANCE OF 301.13 FEET; THENCE RUN SOUTH 89°48'02" EAST FOR A DISTANCE OF 400.83 FEET; THENCE RUN SOUTH 88°41'42" EAST FOR A DISTANCE OF 100.78 FEET; THENCE RUN NORTH 89°48'54" EAST FOR A DISTANCE OF 197.56 FEET; THENCE RUN SOUTH 89°50'13" EAST FOR A DISTANCE OF 304.21 FEET; THENCE RUN SOUTH 83°05'13" EAST FOR A DISTANCE OF 97.81 FEET; THENCE RUN SOUTH 60°30'46" EAST FOR A DISTANCE OF 47.74 FEET; THENCE RUN SOUTH 43°04'26" EAST FOR A DISTANCE OF 62.59 FEET; THENCE RUN SOUTH 04°59'22" EAST FOR A DISTANCE OF 80.69 FEET; THENCE RUN SOUTH 02°24'26" WEST FOR A DISTANCE OF 404.28 FEET; THENCE RUN SOUTH 00°32'02" WEST FOR A DISTANCE OF 779.65 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF AFORESAID SECTION 22; THENCE RUN NORTH 88°49'23" WEST ALONG SAID NORTH LINE FOR A DISTANCE OF 1.79 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE AF 5 MILE ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 357, PAGE 21 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 00°19'09" WEST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 1310.25 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22; THENCE RUN NORTH 89°00'54" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 1290.91 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22; THENCE RUN NORTH 00°20'55" EAST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF AFORESAID SECTION 22 FOR A DISTANCE OF 1314.56 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22; THENCE RUN NORTH 88°49'23" WEST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 22 FOR A DISTANCE OF 3969.87 FEET TO THE POINT OF BEGINNING.

CONTAINING 10,770,217 SQUARE FEET OR 247.25 ACRES, MORE OR LESS.

EAST PARCEL

CONTAINS 8,269,644 SQUARE FEET, 189.84 ACRES

WEST PARCEL

CONTAINS 2,500,573 SQUARE FEET, 57.41 ACRES

OVERALL PROPERTY

CONTAINS 10,770,217 SQUARE FEET OR 247.25 ACRES, MORE OR LESS.

PROPERTY REZONING

From: Urban Transition UT

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

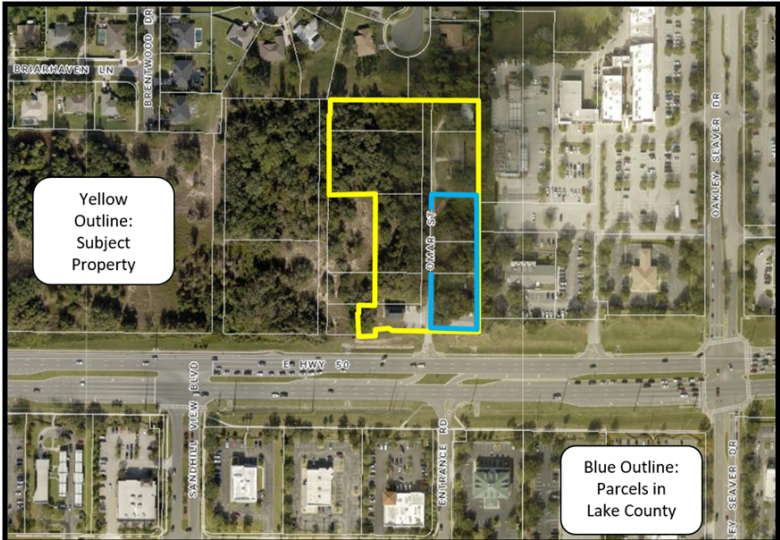
Tracy Ackroyd Howe, MMC
City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, January 9, 2024		
Agenda Item Name		
Ordinance No. 2024-001 <i>Intro</i> <i>Palm Plaza Development Annexation</i>		
Requested Action		
Recommend approval of Ordinance 2024-001.		
Staff Report		
The applicant, Clermont Hotels, LLC, is requesting voluntary annexation of approximately 0.95 acres located northeast of SR 50 and Omar Street. The parcels, outlined in blue, are considered an enclave, according to Florida Statutes 171.031, which means the property is enclosed within and bounded on all sides by a single municipality, which is the City of Clermont. The property is a portion of a larger assembly of parcels that will be considered for a development proposal.  The applicant's proposal meets the Florida Statutes for annexation. The City is able to serve the proposed development, the annexation would be a logical expansion to the boundary and dissolve the enclave. Staff recommends approval of Ordinance 2024-001.		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ord. 2024-001	Ord. 2024-001 - Palm Plaza ANN (12.18.2023).pdf	
2. Location Map	Location Map.pdf	
3. 01_Application & Petition - Anex	01_Application & Petition - Anex.pdf	
4. Legal Ad_AX	Legal Ad_AX.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2024-001

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

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

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

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

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

SECTION 1:

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

LEGAL DESCRIPTION

LOTS 72, 73 & 74, ACCORDING TO THE PLAT OF WALTON'S SUBDIVISION, FILED 1 FEBRUARY 1926 AND RECORDED IN PLAT BOOK 8, PAGE 5, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

TOGETHER WITH:

LOTS 70 & 71, WALTON SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 5, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

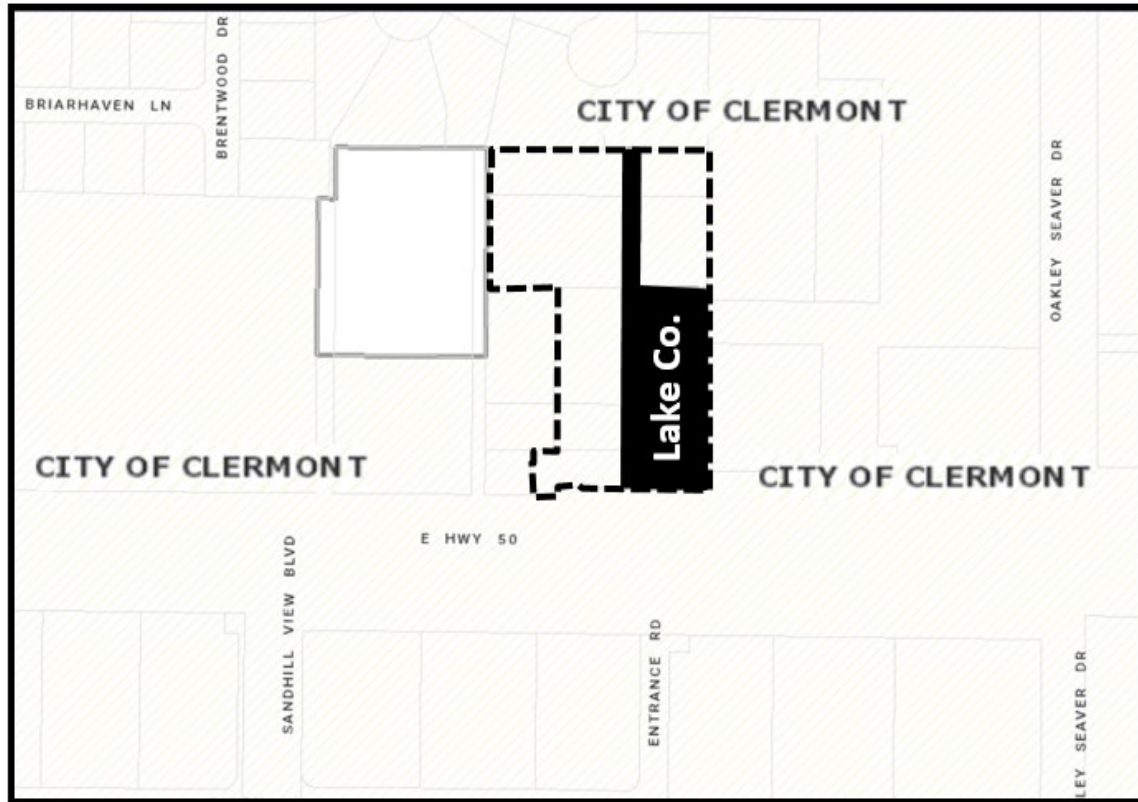
AND:

LOTS 1, 2 & 3, LESS THE SOUTH 57 FEET THEREOF AND LOTS 68 & 69, LESS THE RIGHT OF WAY OF STATE ROAD NO. 50, WALTON SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 5, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

CITY OF CLERMONT
ORDINANCE NO. 2024-001

LOCATION

Vacant parcels located on the northeast corner
of State Road 50 and Omar Street
Alternate Keys 1695805, 2706058, 1695902
0.95 +/- Acres



SECTION 2:

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

SECTION 3:

All property aforescribed shall henceforth be subject to ad valorem taxation by the City of Clermont, 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.



CITY OF CLERMONT
ORDINANCE NO. 2024-001

SECTION 5: SEVERABILITY

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

SECTION 6: ADMINISTRATIVE CORRECTION

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

SECTION 7: RECORDING

This Ordinance shall be recorded in the Public Records of Lake County, Florida and paid by the Applicant.

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. 2024-001

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 23rd day of January, 2024.

CITY OF CLERMONT

Tim Murry, Mayor

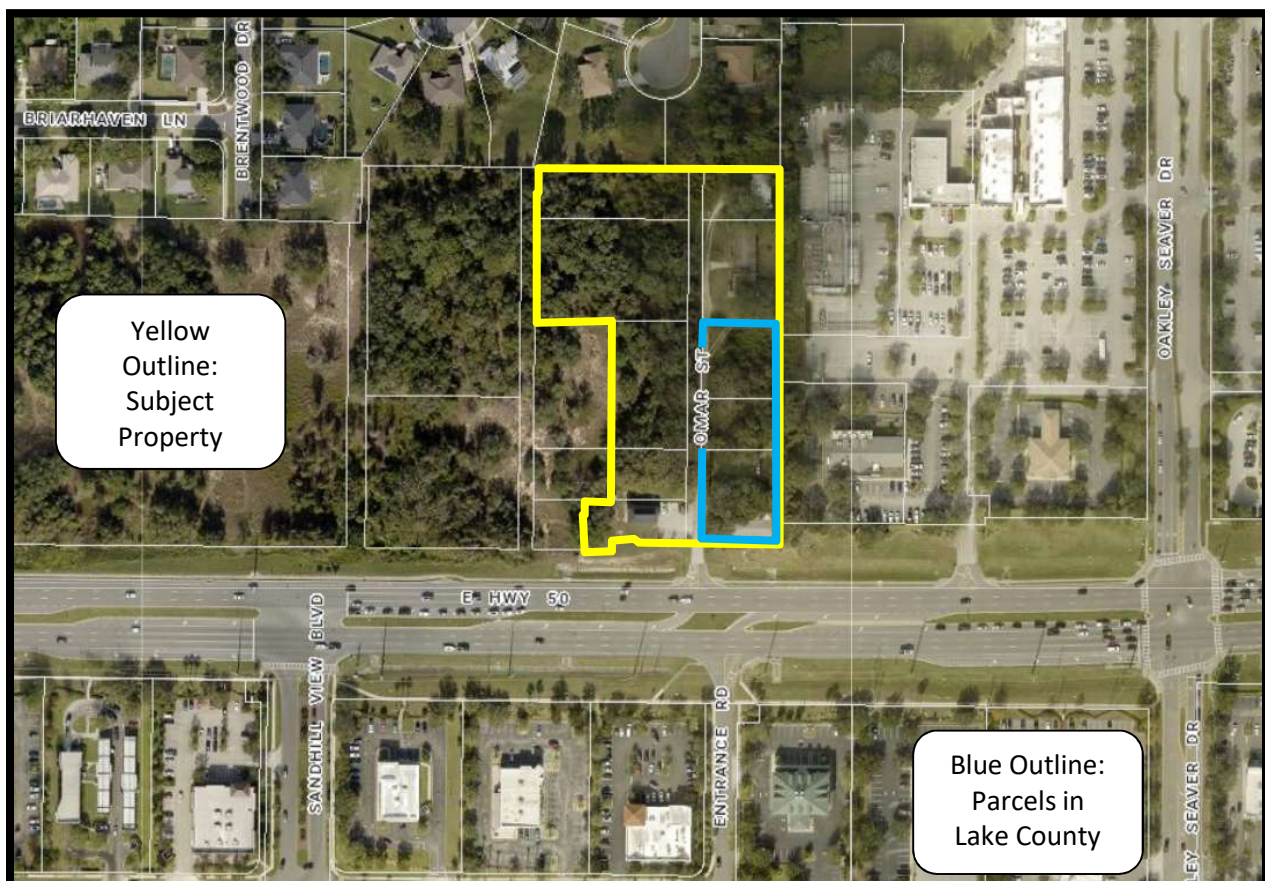
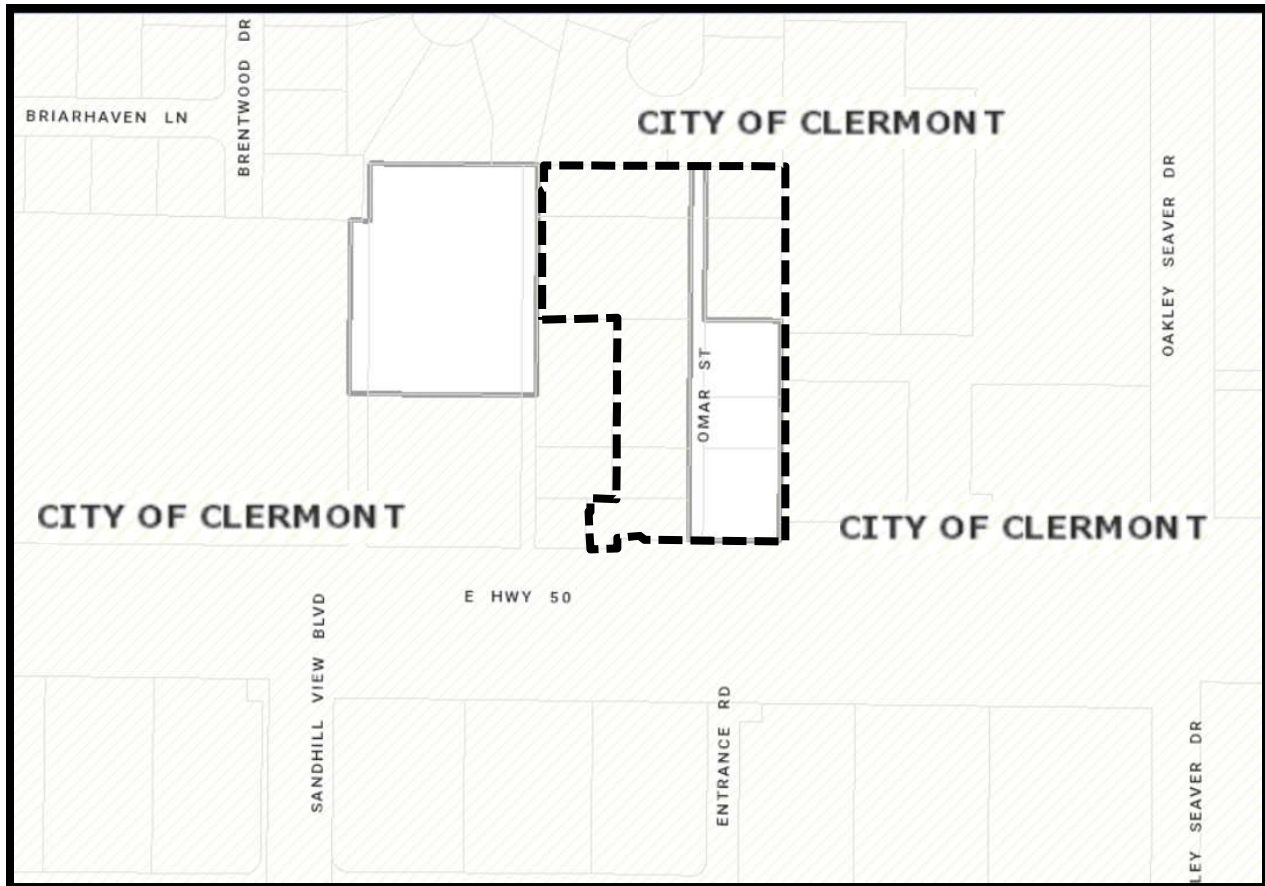
ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

APPROVED AS TO FORM AND LEGALITY:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map –Palm Plaza Hotel





APPLICATION & PETITION

DATE: 06/02/2023

FEE: \$155.⁰⁰
+ cost of advertising

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

PROJECT NAME (if applicable): Clermont Hotels, LLC

APPLICANT: Clermont Hotels, LLC

Address: 3203 Lawton Road, Suite 100

City: Orlando State: FL Zip: 32803

Phone: 407-877-1005 Fax: _____

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

OWNER: Please See Attached for the Three Property Owners' Information

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

AGENT NAME (Affidavit required): _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-Mail: _____

Property address and/or general location: 13607 State Road 50 and the two parcels just north.
Northwest corner of SR 50 and Omar Street

Area of property: .95 acres +/- acres, and/or _____ +/- sq. ft.

The property is PRESENTLY used for: Residential / Vacant Land

The property is PROPOSED to be used for: Commercial Development



Existing Lake County Land Use* : Regional Commercial

Existing Lake County Zoning* : AK # 1695902: AG, AK #'s 2706058 & 1695805: RP

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

Number of existing structures on the property and their present use: One - Residential

State the reason or basis for this request: Commercial Development

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

Section 29, Township 22, Range 26

See attached

City of Clermont
Development Services Department
685 W. Montrose St.
P.O. Box 120219
Clermont, FL. 34712-02
(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 31st day of July, 2023.

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

Landowner (Petitioner)

Edward P. Jordan - Trustee

7-31-2023

Date

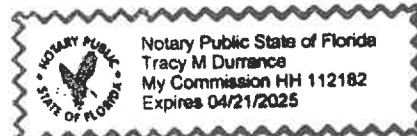
Debra Jordan - Trustee

Notary Public

Tracy Durrance

April 21, 2023

My Commission Expires





OWNER / AGENT AFFIDAVIT (ANNEXATION)

Date: July 31st, 2023

Before me, the undersigned authority personally appeared Edward P. Jordan²⁵
Trustee, Debra Jordan Trustee (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:

3. That said authority (owner) has appointed (agent's name) _____
_____ 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 [Signature] X
Owner (signature) Edward P. Jordan
Jordan - Trustee

Agent's (signature)

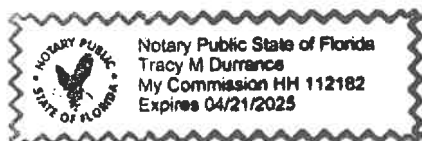
Sworn to and subscribed before
me this 20 day of July,
2023.

Sworn to and subscribed before
me this 31st day of _____,
20____.

[Signature]
Notary Public, State of FL Tracy Durrance
My commission expires: April 21, 2025

Notary Public, State of FL
My commission expires:

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





OWNER / AGENT AFFIDAVIT (ANNEXATION)

Date: 7-31-2023

Before me, the undersigned authority personally appeared URIK NAJOKAI
(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:

3. That said authority (owner) has appointed (agent's name) _____
_____ 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 By: [Signature] X _____
Owner (signature) Agent's (signature)

Sworn to and subscribed before
me this 31st day of July,
20 23.

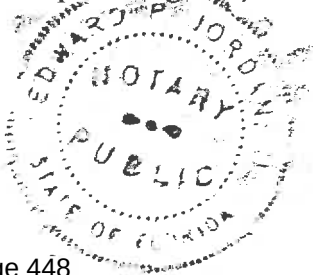
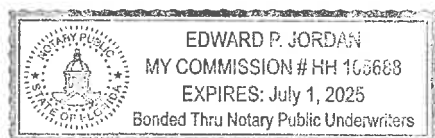
[Signature]

Notary Public, State of FL
My commission expires:

Sworn to and subscribed before
me this _____ day of _____,
20 ____.

Notary Public, State of FL
My commission expires:

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





**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 2 day of AUGUST, 2023.

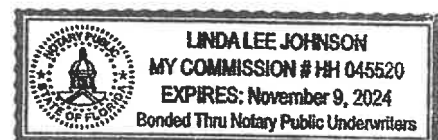
Legal description of the property: (Type, print in black ink, or attach a copy of the warranty deed or current tax receipt).


Landowner (Petitioner)

8/2/23
Date


Notary Public

11/9/24
My Commission Expires





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.

Sunstate Hotels Clermont - Property Owners' Information

Alternate Key #1695805 & # 2706058:

Ursula Naujokat
P.O. Box 120515, Clermont, FL 34712-0515

Alternate Key #1695902:

Harold Hanks. Jr.
1360 Indiana Avenue, Mt. Dora, FL 32757

Alternate Key #'s 1695881, 1695872, 2587199, 1695899, 1695813, 1695911 & 2691280:

Edward P., II & Debra L. Jordan
146 East Highway 50, Clermont, FL 34711
352.394.1000

SUNSTATE HOTELS CLERMONT - LEGAL DESCRIPTION

LOTS 79 & 80 IN WALTON SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 5, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

TOGETHER WITH:

LOTS 75, 76, 77 & 78 IN WALTON SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 5, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

TOGETHER WITH:

LOTS 72, 73 & 74, ACCORDING TO THE PLAT OF WALTON'S SUBDIVISION, FILED 1 FEBRUARY 1926 AND RECORDED IN PLAT BOOK 8, PAGE 5, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

TOGETHER WITH:

LOTS 1, 2 & 3, LESS THE SOUTH 57 FEET THEREOF AND LOTS 68 & 69, LESS THE RIGHT OF WAY OF STATE ROAD NO. 50, WALTON SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 5, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

AND,

LOTS 70 & 71, WALTON SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 5, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

TOGETHER WITH:

LOTS 4, 5, 6 & 7, LESS THE SOUTH 42 FEET THEREOF, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 5, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; LESS & EXCEPT THAT PORTION OF FEE SIMPLE RIGHT OF WAY DESCRIBED IN OFFICIAL RECORD BOOK 657, PAGE 473, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LESS ROAD RIGHT OF WAY.

TOGETHER WITH:

LOTS 55 THROUGH 61 IN WALTON SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 5, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

TOGETHER WITH:

LOTS 49, 50, 51, 52, 62, 63, 64 & 65 IN WALTON SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 5, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

TOGETHER WITH:

LOTS 53, 54, 66 & 67 IN WALTON SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 5, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

AFFIDAVIT OF TRUST

1. The following Revocable, Inter Vivos Living Trust is subject to this Affidavit:

**MARCH 5, 1997, EDWARD P. JORDAN II AND DEBRA LEE JORDAN INTER
VIVOS REVOCABLE TRUST AGREEMENT**

2. The Trustees currently serving are:

Edward P. Jordan II and Debra Lee Jordan

3. The formal name of the Trust and the designation to be used for the transfer of title to the name of the trust is:

**MARCH 5, 1997, EDWARD P. JORDAN II AND DEBRA LEE JORDAN INTER
VIVOS REVOCABLE TRUST AGREEMENT**

4. The trust is currently in full force and effect. The Trust Agreement contains the following selected provisions:

Article One: Declaration of Trust

The Trust was created on March 5, 1997, and is known as the March 5, 1997, Edward P. Jordan II And Debra Lee Jordan Inter Vivos Revocable Trust Agreement, and the Trust is revocable.

Article Two: Revocation of Trust

The trust is revocable and may be amended by the settlors at any time without the consent of the Trustee.

Article Three: Distributions of the Trustee

This Article is of a personal nature and does not affect the operations of the Trust, with the exception of Article 3.11, which provides:

Settlor reserves the right to reside upon any property placed into this trust as Settlor's permanent residence during Settlor's life, it being the intent of this provision to preserve in Settlor the



requisite beneficial interest and possessory right in and to such real property, to comply with Section 196.031 of the Florida Statutes, such that the Settlor's possessory right constitutes in all respects, "equitable title to real estate," as that term is used in Section 6, Article 7, of the Constitution of the State of Florida. Notwithstanding anything contained in this Trust to the contrary, the interest of the Settlor in any real property on which the Settlor resides pursuant to the provisions of this Trust shall be deemed to be an interest of real property and not personality.

Article Four: Powers of the Trustee

The trustees serving under the trust shall have all powers of management and investment conferred upon the Trustees as provided under Florida Law and enumerated in the Trust. Such power consists of and is not limited to the right to sell, mortgage, pledge, hypothecate, borrow, lend, and otherwise deal with all assets of the trust including real property.

Article Five: Administrative Provisions:

This provision provides for the payment to disabled and incompetents as defined in the Trust, and prohibits a beneficiary under the trust from pledging any interest in the trust. The remainder of this article is of a personal nature and does not modify the powers of the trustee.

Article Six: Resignation and Compensation of Trustee

The successor trustee is Theresa Mills who is to serve upon the death of the initial trustees. Neither the trustee nor the successor trustee is to be compensated and no bond shall be posted.

Article Seven: Construction of Trust:

The Trust is to be construed under Florida Law and the Trust was duly executed by the Settlers and Trustees in the presence of two subscribing witnesses and acknowledged by a notary on March 5, 1997.

DD-51

4. The trust provisions that are not referenced in this Affidavit are of a personal nature and set forth the distribution of trust property. They do not modify the powers of the Trustee.
5. The Signatories of this Affidavit are currently the acting Trustees of the Trust Agreement and declare that the foregoing statements are true and correct, under penalty of perjury.

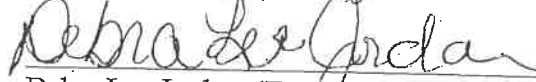
Further Affiant Sayeth Naught:

**MARCH 5, 1997, EDWARD P. JORDAN II AND DEBRA LEE JORDAN INTER
VIVOS REVOCABLE TRUST AGREEMENT**


Edward P. Jordan II (Settlor)


Debra Lee Jordan (Settlor)

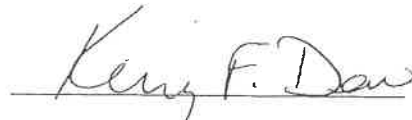

Edward P. Jordan II (Trustee)

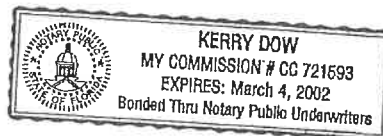

Debra Lee Jordan (Trustee)

**STATE OF FLORIDA
COUNTY OF LAKE**

On this 5th day of March, 1997, before me, the undersigned, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared Edward P. Jordan II and Debra Lee Jordan; who are personally known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


Kerry F. Dow, Notary





LEGAL NOTICE

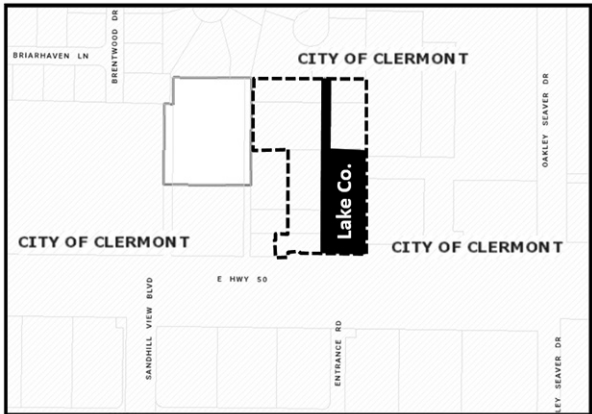
The Clermont City Council will consider the enactment of the following proposed Ordinance at their regularly scheduled meeting to be held Tuesday, January 23, 2024 at 6:30 PM at Clermont City Hall, Council Chambers located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2024-001

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 parcels located on the northeast corner
of State Road 50 and Omar Street
Alternate Keys 1695805, 2706058, 1695902
0.95 +/- Acres



LEGAL DESCRIPTION:

LOTS 72, 73 & 74, ACCORDING TO THE PLAT OF WALTON'S SUBDIVISION, FILED 1 FEBRUARY 1926 AND RECORDED IN PLAT BOOK 8, PAGE 5, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

TOGETHER WITH:

LOTS 70 & 71, WALTON SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 5, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

AND:

LOTS 1, 2 & 3, LESS THE SOUTH 57 FEET THEREOF AND LOTS 68 & 69, LESS THE RIGHT OF WAY OF STATE ROAD NO. 50, WALTON SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 5, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

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



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, January 9, 2024		
Agenda Item Name		
Ordinance No. 2024-002 Intro Palm Plaza Development SSCPA		
Requested Action		
Recommend approval of Ordinance 2024-002.		
Staff Report		
The applicant, Clermont Hotels, LLC, is requesting a small scale comprehensive plan amendment (SSCPA) of approximately 4.07 acres for property located northwest and northeast of SR 50 and Omar Street. The property currently has a Future Land Use Designation of Lake County Regional Commercial and City of Clermont Residential/Professional. The applicant is requesting an amendment to change to the City of Clermont Commercial Future Land Use Designation. The applicant is proposing a commercial development consisting of a hotel and restaurant. The property fronts on SR 50, which consists of commercial uses along this corridor. The property consists of a few older residential homes, a law office, and vacant property. These uses will be discontinued.		
Clermont FLU Land Use - Commercial - Conservation - Downtown MU - High Density Residential - Industrial - Low Density Residential - Master Planned Development - Medium Density Residential - Neighborhood District - Office - Parks - Public Fac/Institutional - Residential/Office		
Policy 1.9.3 within the Future Land Use Element of the City's Comprehensive Plan allows a hotel with a conditional use within the Commercial Future Land Use and shall be limited to a maximum intensity of 3.0 Floor Area Ratio (FAR). The applicant has applied for a Conditional Use Permit along with this application to be considered for a hotel. The proposed Commercial Future Land Use is compatible with the existing adjoining Commercial future land use and similar to Lake County's Regional Commercial. Staff recommends approval of Ordinance 2024-002.		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ord. 2024-002	Ord. 2024-002.pdf	
2. Location Map	Location Map.pdf	

3.	Palm Plaza FLU and Zoning Map	Palm Plaza FLU and Zoning Map.pdf
4.	03_Application - Comp Plan Amendment	03_Application - Comp Plan Amendment.pdf
5.	Legal Ad_SSCPA	Legal Ad_SSCPA.pdf



CITY OF CLERMONT
ORDINANCE NO. 2024-002

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 AN EFFECTIVE DATE.

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

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

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

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

SECTION 1:

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

LEGAL DESCRIPTION

THE NORTH HALF (N 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE LOTS 79 & 80 IN WALTON SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 5, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

TOGETHER WITH:

LOTS 75, 76, 77 & 78 IN WALTON SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 5, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.



CITY OF CLERMONT
ORDINANCE NO. 2024-002

TOGETHER WITH:

LOTS 72, 73 & 74, ACCORDING TO THE PLAT OF WALTON'S SUBDIVISION, FILED 1 FEBRUARY 1926 AND RECORDED IN PLAT BOOK 8, PAGE 5, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

TOGETHER WITH:

LOTS 1, 2 & 3, LESS THE SOUTH 57 FEET THEREOF AND LOTS 68 & 69, LESS THE RIGHT OF WAY OF STATE ROAD NO. 50, WALTON SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 5, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

AND,

LOTS 70 & 71, WALTON SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 5, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

TOGETHER WITH:

LOTS 4, 5, 6 & 7, LESS THE SOUTH 42 FEET THEREOF, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 5, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; LESS & EXCEPT THAT PORTION OF FEE SIMPLE RIGHT OF WAY DESCRIBED IN OFFICIAL RECORD BOOK 657, PAGE 473, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LESS ROAD RIGHT OF WAY.

TOGETHER WITH:

LOTS 55 THROUGH 61 IN WALTON SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 5, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

TOGETHER WITH:

LOTS 49, 50, 51, 52, 62, 63, 64 & 65 IN WALTON SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 5, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

TOGETHER WITH:

LOTS 53, 54, 66 & 67 IN WALTON SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 5, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

LOCATION

Vacant parcels located on the northwest and northeast corner of State Road 50 and Omar Street
Alternate Keys 1695805, 2706058, 1695902, 1695881,
1695872, 2587199, 1695899, 1695813, 1695911, 2691280
4.07 +/- Acres



FUTURE LAND USE MAP CHANGE

FROM: LAKE COUNTY REGIONAL COMMERCIAL and CITY OF CLERMONT
RESIDENTIAL/PROFESSIONAL
TO: CITY OF CLERMONT COMMERCIAL

SECTION 2: CONFLICT

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

SECTION 3: SEVERABILITY

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

SECTION 4: ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR

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



CITY OF CLERMONT
ORDINANCE NO. 2024-002

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. 2024-002

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 23rd day of January, 2024.

CITY OF CLERMONT

Tim Murry, Mayor

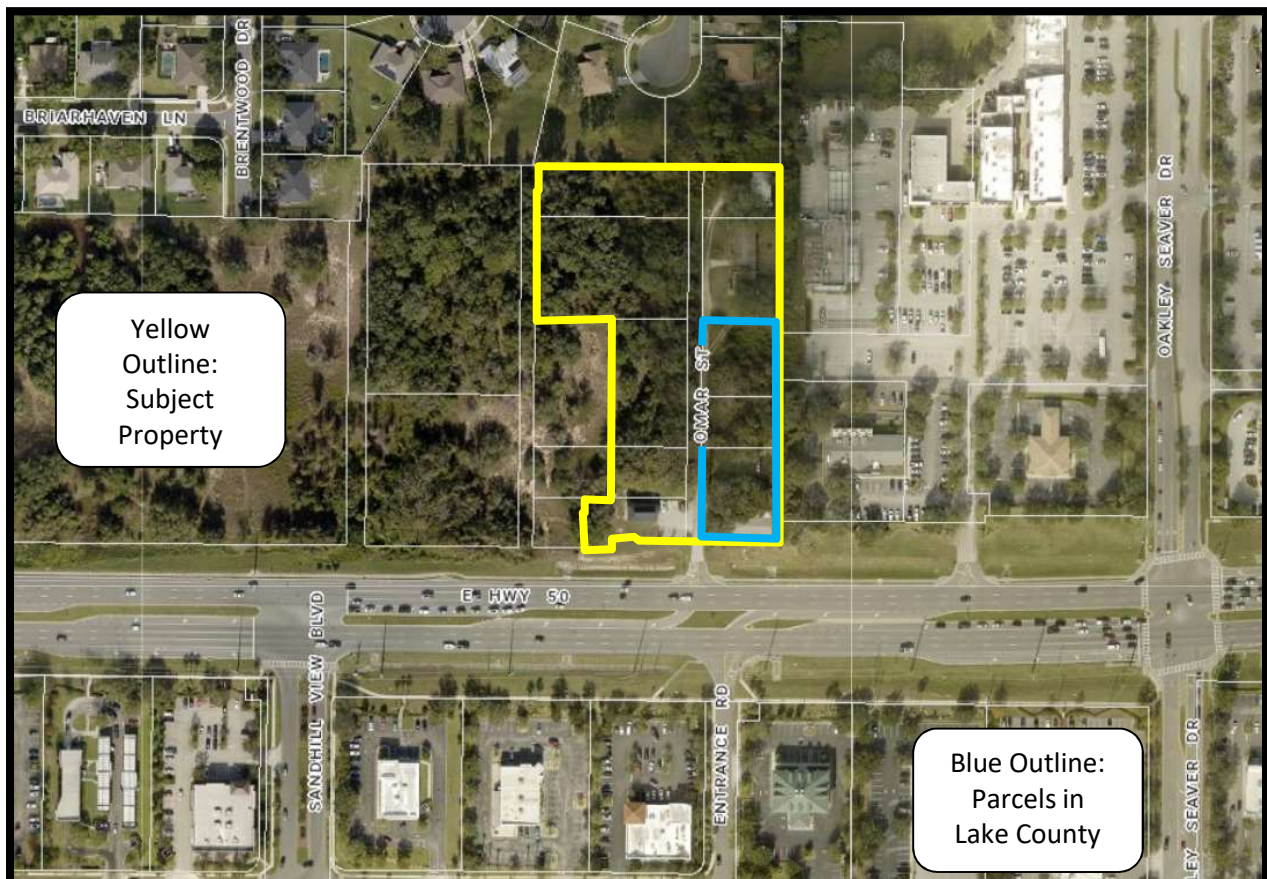
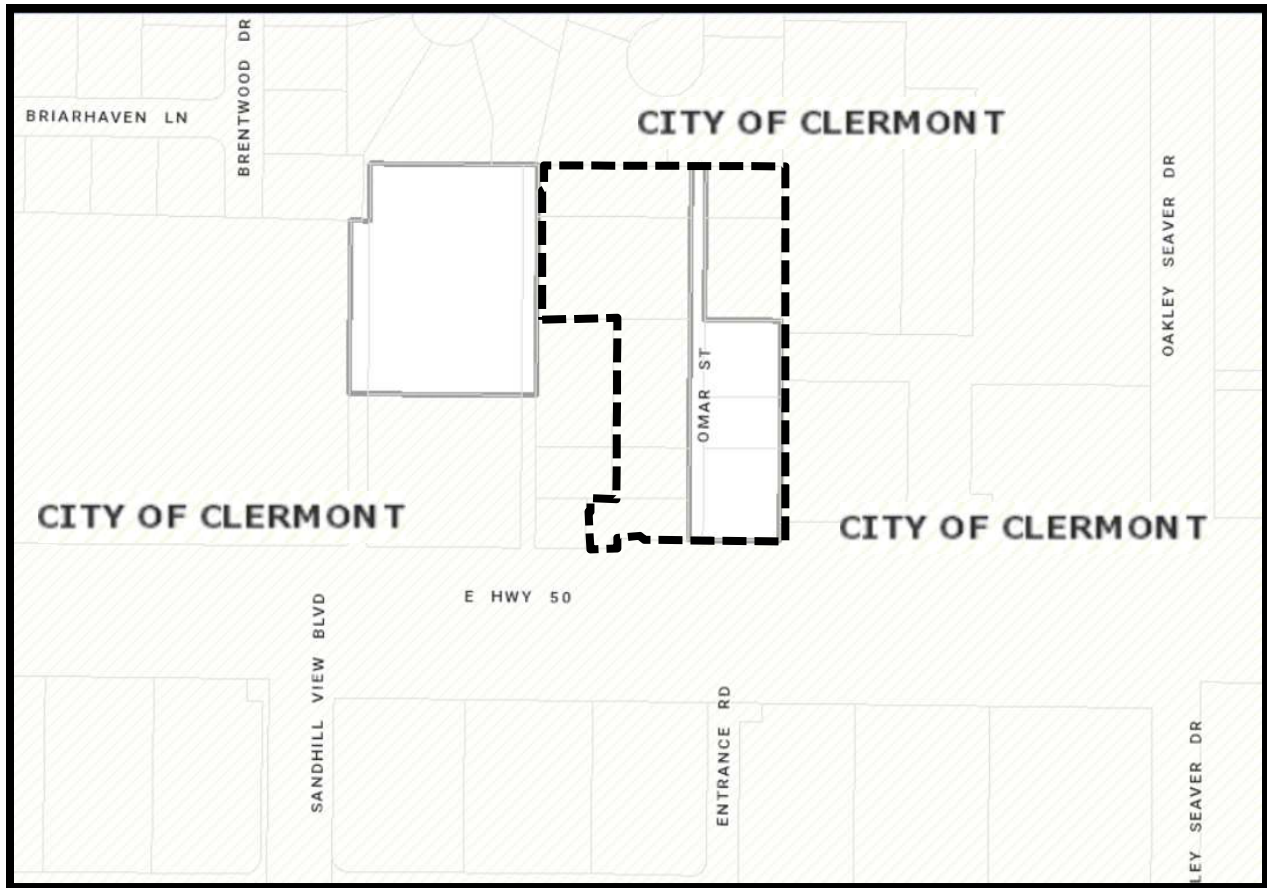
ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map –Palm Plaza Hotel

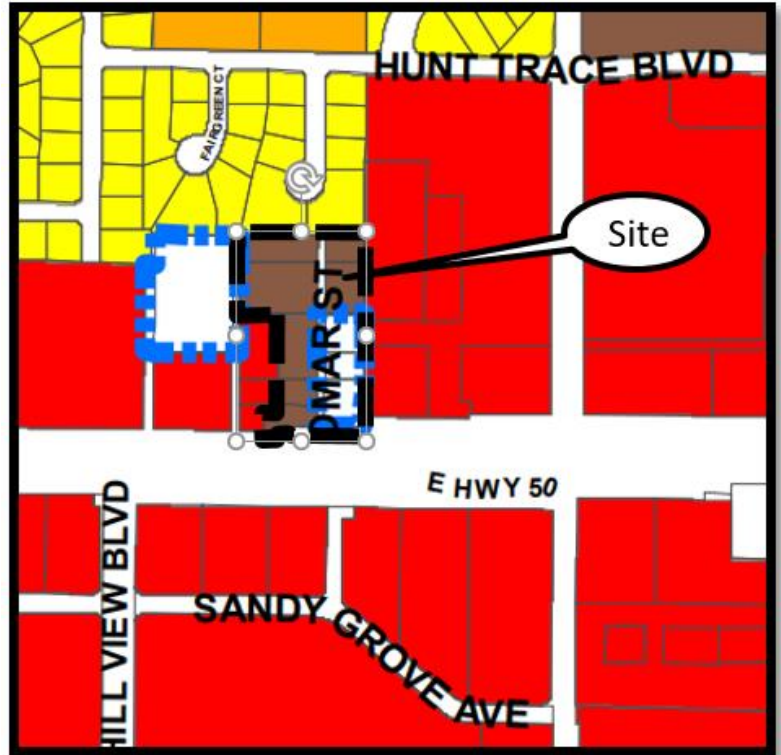


Palm Plaza Hotel – Future Land Use Map and Zoning Map

Clermont FLU

Land Use

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



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





CITY OF CLERMONT
COMPREHENSIVE PLAN AMENDMENT
Application

DATE: 7/31/2023

FEE: \$755.00

Project Name (if applicable): Clermont Hotels, LLC

Applicant: Clermont Hotels, LLC

Contact Person: George Tsunis

Address: 3203 Lawton Road, Suite 100

City: Orlando State: FL Zip: 32803

Phone: 407-877-1005 Fax: _____

E-Mail: Gtsunis@tsunis.com

OWNER: Various - Please See Attached List of Property Owners

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-Mail: _____

General Location: Northwest corner of SR 50 and Omar Street

Legal Description (include copy of survey): Please See Attached Legal Description

Property size (in acres or square feet): 4.07 acres +/-

Flood hazard area (yes) _____ and approx. acreage _____ (no) X

Existing (Actual) Land Use: Office/Commercial, Vacant & Residential

Existing Zoning: C-2, AG & RP (See Map)

Existing Future Land Use: Residential / Office & Regional Commercial (see Map)

Proposed Future Land Use: Commercial

Type of development proposed: Hotel complex with surrounding commercial uses



Proposed density (dwelling units/acre) or intensity: Commercial

Proposed Zoning District: C-2 (CUP)

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).

This property fronts on State Road 50, a major arterial roadway. All surrounding properties are now commercial. A hotel and surrounding commercial uses requires a commercial land use.

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

George Tsunis

_____, 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
Residential / Office & Regional Commercial to Commercial for the
property legally described on the attachment of this application.
3. That the submittal requirements for the application have been completed and attached hereto as part of the application.

George Tsunis

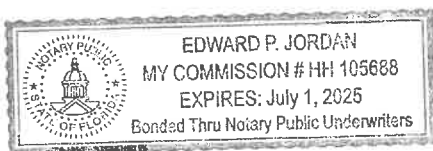
Affiant - Applicant Name (print)

X

Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

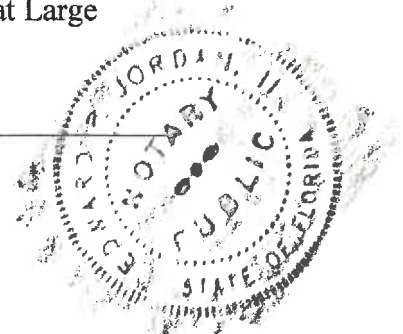
or personally known by me this 31st day of July, 2023.



X

Notary Public, State of Florida at Large

My Commission Expires: _____





OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

Edward P. Jordan Jr. Trustee Debra Jordan - Trustee 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 _____ to _____ for the property legally described on the attachment of this application.
3. That the owner of said property has appointed Dick McCoy 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.

Edward P. Jordan Jr. Trustee
Affiant - Applicant Name (print)
Debra Jordan Trustee

X [Signature]
Affiant - Applicant Name (signature)
[Signature]

SWORN to and SUBSCRIBED before me by

or personally known by me this 31st day of July, 2022.



X Tracy M Durrance
Notary Public, State of Florida at Large

My Commission Expires: April 21, 2023

Tracy Durrance



OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

Edward P. Jordan Sr. Trustee, 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 _____ to _____ for the property legally described on the attachment of this application.
3. That the owner of said property has appointed ALICE MCCOY 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.

Edward P. Jordan Sr. Trustee
Affiant - Applicant Name (print)
Debra Jordan - Trustee

X [Signature]
Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 31st day of July, 2022.



X Tracy M. Durrance
Notary Public, State of Florida at Large
Tracy Durrance

My Commission Expires: April 21, 2025



OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

Edward Jordan Trust, 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 _____ to _____ for the property legally described on the attachment of this application.
3. That the owner of said property has appointed Mike McCoy 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.

Edward J. Jordan Trust
Affiant - Applicant Name (print)
Debra Jordan - Trustee

X [Signature]
Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 31st day of July, 2023.



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

Tracy Durrance

My Commission Expires: April 21, 2025



OWNER / AGENT AFFIDAVIT (ANNEXATION)

Date: 8/2/23

Before me, the undersigned authority personally appeared _____
(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:

3. That said authority (owner) has appointed (agent's name) _____
_____ 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 Harold Hanks X _____
Owner (signature) Agent's (signature)

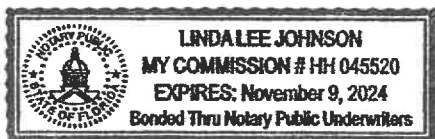
Sworn to and subscribed before
me this 2 day of August,
20 23.

Sworn to and subscribed before
me this _____ day of _____,
20 ____.

Linda Lee Johnson
Notary Public, State of FL
My commission expires: 11/9/24

Notary Public, State of FL
My commission expires:

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



Sunstate Hotels Clermont - Property Owners' Information

Alternate Key #1695805 & # 2706058:

Ursula Naujokat
P.O. Box 120515, Clermont, FL 34712-0515

Alternate Key #1695902:

Harold Hanks. Jr.
1360 Indiana Avenue, Mt. Dora, FL 32757

Alternate Key #'s 1695881, 1695872, 2587199, 1695899, 1695813, 1695911 & 2691280:

Edward P., II & Debra L. Jordan
146 East Highway 50, Clermont, FL 34711
352.394.1000

SUNSTATE HOTELS CLERMONT - LEGAL DESCRIPTION

LOTS 79 & 80 IN WALTON SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 5, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

TOGETHER WITH:

LOTS 75, 76, 77 & 78 IN WALTON SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 5, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

TOGETHER WITH:

LOTS 72, 73 & 74, ACCORDING TO THE PLAT OF WALTON'S SUBDIVISION, FILED 1 FEBRUARY 1926 AND RECORDED IN PLAT BOOK 8, PAGE 5, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

TOGETHER WITH:

LOTS 1, 2 & 3, LESS THE SOUTH 57 FEET THEREOF AND LOTS 68 & 69, LESS THE RIGHT OF WAY OF STATE ROAD NO. 50, WALTON SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 5, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

AND,

LOTS 70 & 71, WALTON SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 5, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

TOGETHER WITH:

LOTS 4, 5, 6 & 7, LESS THE SOUTH 42 FEET THEREOF, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 5, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; LESS & EXCEPT THAT PORTION OF FEE SIMPLE RIGHT OF WAY DESCRIBED IN OFFICIAL RECORD BOOK 657, PAGE 473, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LESS ROAD RIGHT OF WAY.

TOGETHER WITH:

LOTS 55 THROUGH 61 IN WALTON SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 5, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

TOGETHER WITH:

LOTS 49, 50, 51, 52, 62, 63, 64 & 65 IN WALTON SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 5, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

TOGETHER WITH:

LOTS 53, 54, 66 & 67 IN WALTON SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 5, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

AFFIDAVIT OF TRUST

1. The following Revocable, Inter Vivos Living Trust is subject to this Affidavit:

**MARCH 5, 1997, EDWARD P. JORDAN II AND DEBRA LEE JORDAN INTER
VIVOS REVOCABLE TRUST AGREEMENT**

2. The Trustees currently serving are:

Edward P. Jordan II and Debra Lee Jordan

3. The formal name of the Trust and the designation to be used for the transfer of title to the name of the trust is:

**MARCH 5, 1997, EDWARD P. JORDAN II AND DEBRA LEE JORDAN INTER
VIVOS REVOCABLE TRUST AGREEMENT**

4. The trust is currently in full force and effect. The Trust Agreement contains the following selected provisions:

Article One: Declaration of Trust

The Trust was created on March 5, 1997, and is known as the March 5, 1997, Edward P. Jordan II And Debra Lee Jordan Inter Vivos Revocable Trust Agreement, and the Trust is revocable.

Article Two: Revocation of Trust

The trust is revocable and may be amended by the settlors at any time without the consent of the Trustee.

Article Three: Distributions of the Trustee

This Article is of a personal nature and does not affect the operations of the Trust, with the exception of Article 3.11, which provides:

Settlor reserves the right to reside upon any property placed into this trust as Settlor's permanent residence during Settlor's life, it being the intent of this provision to preserve in Settlor the



requisite beneficial interest and possessory right in and to such real property, to comply with Section 196.031 of the Florida Statutes, such that the Settlor's possessory right constitutes in all respects, "equitable title to real estate," as that term is used in Section 6, Article 7, of the Constitution of the State of Florida. Notwithstanding anything contained in this Trust to the contrary, the interest of the Settlor in any real property on which the Settlor resides pursuant to the provisions of this Trust shall be deemed to be an interest of real property and not personality.

Article Four: Powers of the Trustee

The trustees serving under the trust shall have all powers of management and investment conferred upon the Trustees as provided under Florida Law and enumerated in the Trust. Such power consists of and is not limited to the right to sell, mortgage, pledge, hypothecate, borrow, lend, and otherwise deal with all assets of the trust including real property.

Article Five: Administrative Provisions:

This provision provides for the payment to disabled and incompetents as defined in the Trust, and prohibits a beneficiary under the trust from pledging any interest in the trust. The remainder of this article is of a personal nature and does not modify the powers of the trustee.

Article Six: Resignation and Compensation of Trustee

The successor trustee is Theresa Mills who is to serve upon the death of the initial trustees. Neither the trustee nor the successor trustee is to be compensated and no bond shall be posted.

Article Seven: Construction of Trust:

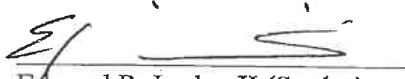
The Trust is to be construed under Florida Law and the Trust was duly executed by the Settlers and Trustees in the presence of two subscribing witnesses and acknowledged by a notary on March 5, 1997.

DG-4

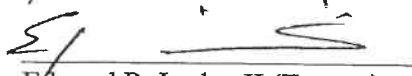
4. The trust provisions that are not referenced in this Affidavit are of a personal nature and set forth the distribution of trust property. They do not modify the powers of the Trustee.
5. The Signatories of this Affidavit are currently the acting Trustees of the Trust Agreement and declare that the foregoing statements are true and correct, under penalty of perjury.

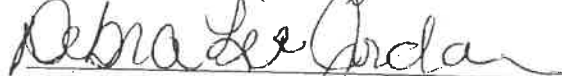
Further Affiant Sayeth Naught:

**MARCH 5, 1997, EDWARD P. JORDAN II AND DEBRA LEE JORDAN INTER
VIVOS REVOCABLE TRUST AGREEMENT**


Edward P. Jordan II (Settlor)


Debra Lee Jordan (Settlor)

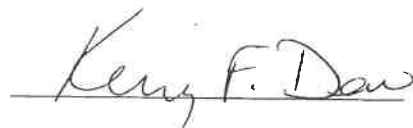

Edward P. Jordan II (Trustee)

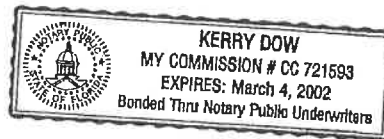

Debra Lee Jordan (Trustee)

**STATE OF FLORIDA
COUNTY OF LAKE**

On this 5th day of March, 1997, before me, the undersigned, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared Edward P. Jordan II and Debra Lee Jordan; who are personally known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


Kerry F. Dow, Notary



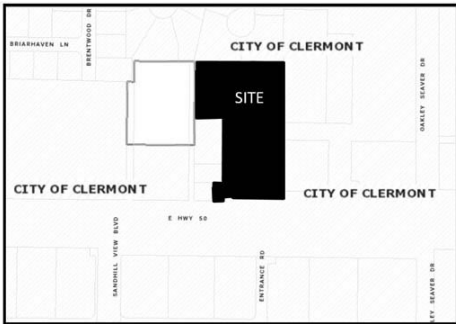
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CITY OF CLERMONT

NOTICE OF PROPOSED LAND USE CHANGE

Small Scale Comprehensive Plan Amendment

The Clermont Planning and Zoning Commission will hold a public hearing on Thursday, January 4, 2024 at 6:30 PM, and a public hearing will be held before the Clermont City Council on Tuesday, January 23, 2024 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 4.07 +/- acre parcel below from Lake County Regional Commercial and City of Clermont Residential/Office to City of Clermont Commercial.



Location:

Vacant parcels located on the northwest corner of State Road 50 and Omar Street
Alternate Keys 1695805, 2706058, 1695902, 1695881,
1695872, 2587199, 1695899, 1695813, 1695911, 2691280
4.07 +/- Acres

ORDINANCE 2024-002

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 AN EFFECTIVE DATE.

The public hearings are held in the Council Chambers of City Hall, located at 685 W. Montrose Street, and are open to public comment. 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 hearings.

Tracy Ackroyd Howe, MMC
City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date	
Tuesday, January 9, 2024	
Agenda Item Name	
Ordinance No. 2024-003 <i>Intro</i> <i>Palm Plaza Development Rezoning</i>	
Requested Action	
Recommend approval of Ordinance 2024-003.	
Staff Report	
The applicant, Clermont Hotels, LLC, is requesting a rezoning of approximately 4.07 acres for property located northwest and northeast of SR 50 and Omar Street. The property is currently zoned Urban Estate Low Density Residential UE (through the annexation)/R-3 Residential/Professional District and a portion of the north is already zoned C-2 General Commercial. The applicant is requesting the entire site to have the C-2 General Commercial zoning in order to develop the site with a 112 room hotel and sit-down restaurant. The current zoning of Urban Estate and R-3 Residential/Professional does not allow this type of use. Section 125-336 C-2 General Commercial of the Land Development Code lists restaurants and hotels as a permitted use. The applicant will be required to follow all the requirements of the C-2 General Commercial zoning district such as setbacks, height, and impervious surface coverage. Due to the hotel's building square footage of over 20,000 square feet, a conditional use permit will be required. 	
Majority of the zoning along the SR 50 corridor is C-2 General Commercial, which is expected along an arterial highway. The property to the west is currently undeveloped and has Urban Estate zoning. Once a development proposal is sought, this property will more than likely request a rezoning to C-2 General Commercial as well. The applicant is also requesting a small scale comprehensive plan change to Commercial Future Land Use. The C-2 General Commercial zoning and the Commercial future land use are compatible. Staff recommends approval of Ordinance 2024-003.	
Additional Analysis	
Fiscal Impact Summary	
None.	

Fiscal Impact		Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)			
1.	Ord. 2024-003	Ord. 2024-003.pdf	
2.	Location Map	Location Map.pdf	
3.	Palm Plaza FLU and Zoning Map	Palm Plaza FLU and Zoning Map.pdf	
4.	Palm Plaza Hotel-Restaurant REVISED Site Plan - SS 10-30-2023	Palm Plaza Hotel-Restaurant REVISED Site Plan - SS 10-30-2023.pdf	
5.	04_Application - Rezoning	04_Application - Rezoning.pdf	
6.	Legal Ad_REZ	Legal Ad_REZ.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2024-003

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

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

SECTION 1:

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

LEGAL DESCRIPTION

THE NORTH HALF (N 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE LOTS 79 & 80 IN WALTON SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 5, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

TOGETHER WITH:

LOTS 75, 76, 77 & 78 IN WALTON SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 5, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

TOGETHER WITH:

LOTS 72, 73 & 74, ACCORDING TO THE PLAT OF WALTON'S SUBDIVISION, FILED 1 FEBRUARY 1926 AND RECORDED IN PLAT BOOK 8, PAGE 5, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

TOGETHER WITH:

LOTS 1, 2 & 3, LESS THE SOUTH 57 FEET THEREOF AND LOTS 68 & 69, LESS THE RIGHT OF WAY OF STATE ROAD NO. 50, WALTON SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 5, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

AND,

LOTS 70 & 71, WALTON SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 5, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

TOGETHER WITH:

LOTS 4, 5, 6 & 7, LESS THE SOUTH 42 FEET THEREOF, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 5, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; LESS & EXCEPT THAT PORTION OF FEE SIMPLE RIGHT OF WAY DESCRIBED IN OFFICIAL RECORD BOOK 657, PAGE 473, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LESS ROAD RIGHT OF WAY.

TOGETHER WITH:

CITY OF CLERMONT
ORDINANCE NO. 2024-003

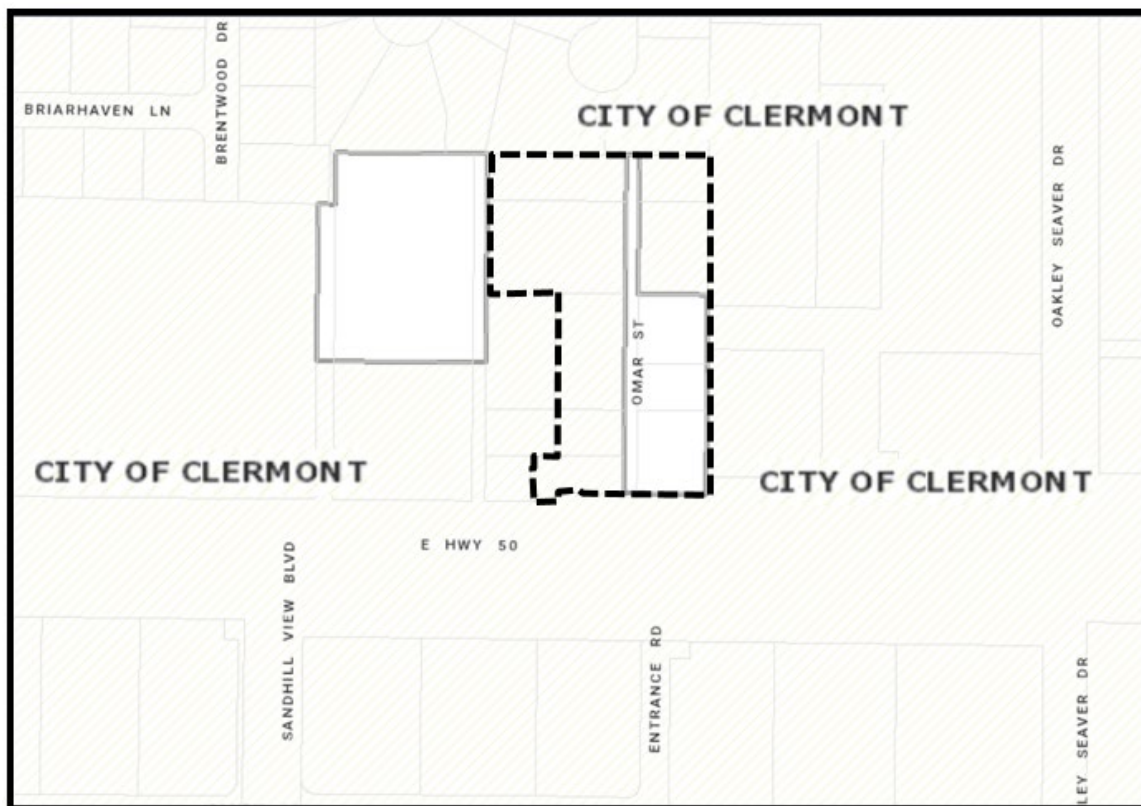
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LOTS 49, 50, 51, 52, 62, 63, 64 & 65 IN WALTON SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 5, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

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LOTS 53, 54, 66 & 67 IN WALTON SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 5, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.



Vacant parcels located on the northwest corner of State Road 50 and Omar Street
Alternate Keys 1695805, 2706058, 1695902, 1695881,
1695872, 2587199, 1695899, 1695813, 1695911, 2691280
4.07 +/- Acres

From: Urban Estate Low Density Residential UE & R-3 Residential/Professional District
To: C-2 General Commercial



CITY OF CLERMONT
ORDINANCE NO. 2024-003

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 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 4: ADMINISTRATIVE CORRECTION

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

SECTION 5: RECORDING

This Ordinance shall be recorded in the Public Records of Lake County, Florida and paid by the Applicant.

SECTION 6: PUBLICATION AND EFFECTIVE DATE

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



CITY OF CLERMONT
ORDINANCE NO. 2024-003

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, on this 23rd day of January, 2024.

CITY OF CLERMONT

Tim Murry, Mayor

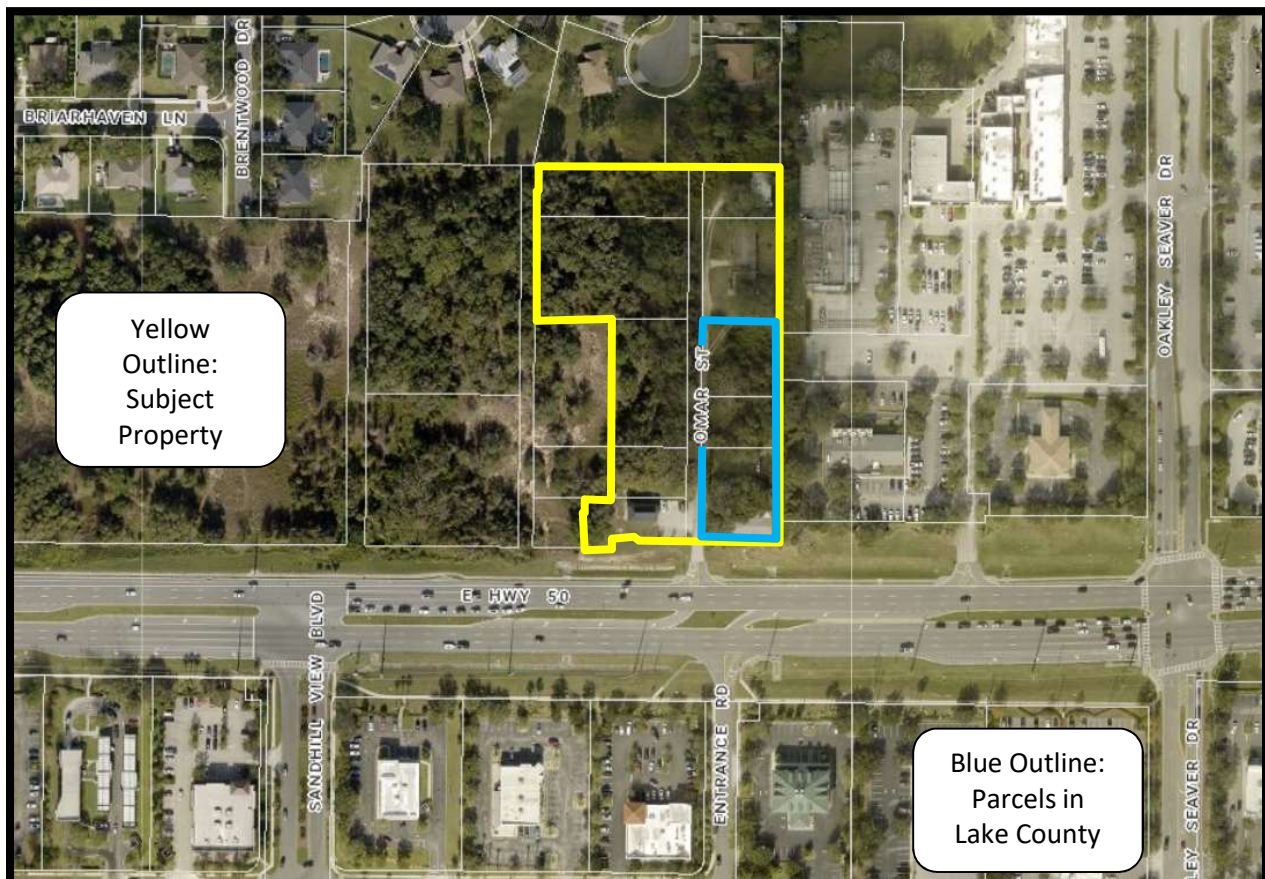
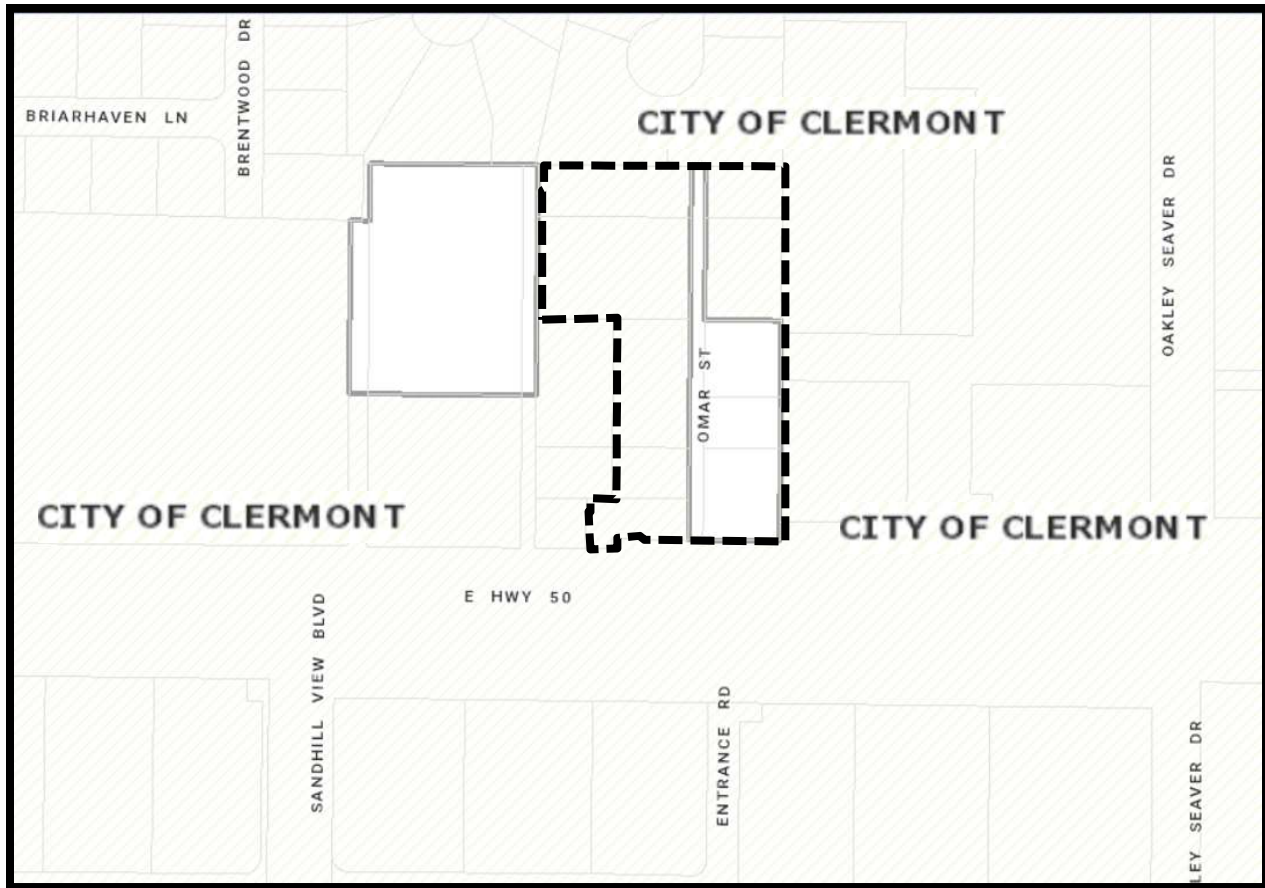
ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map –Palm Plaza Hotel

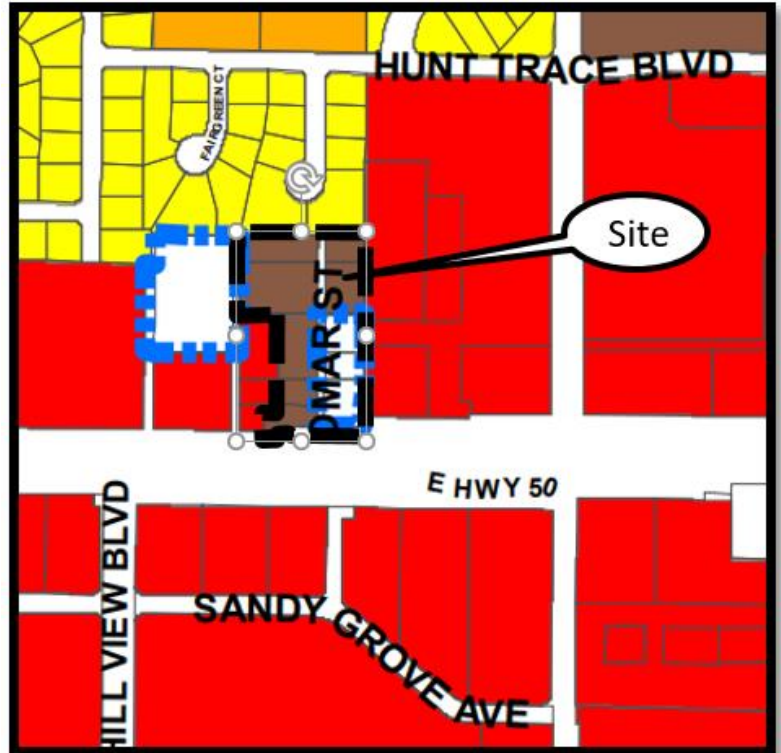


Palm Plaza Hotel – Future Land Use Map and Zoning Map

Clermont FLU

Land Use

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

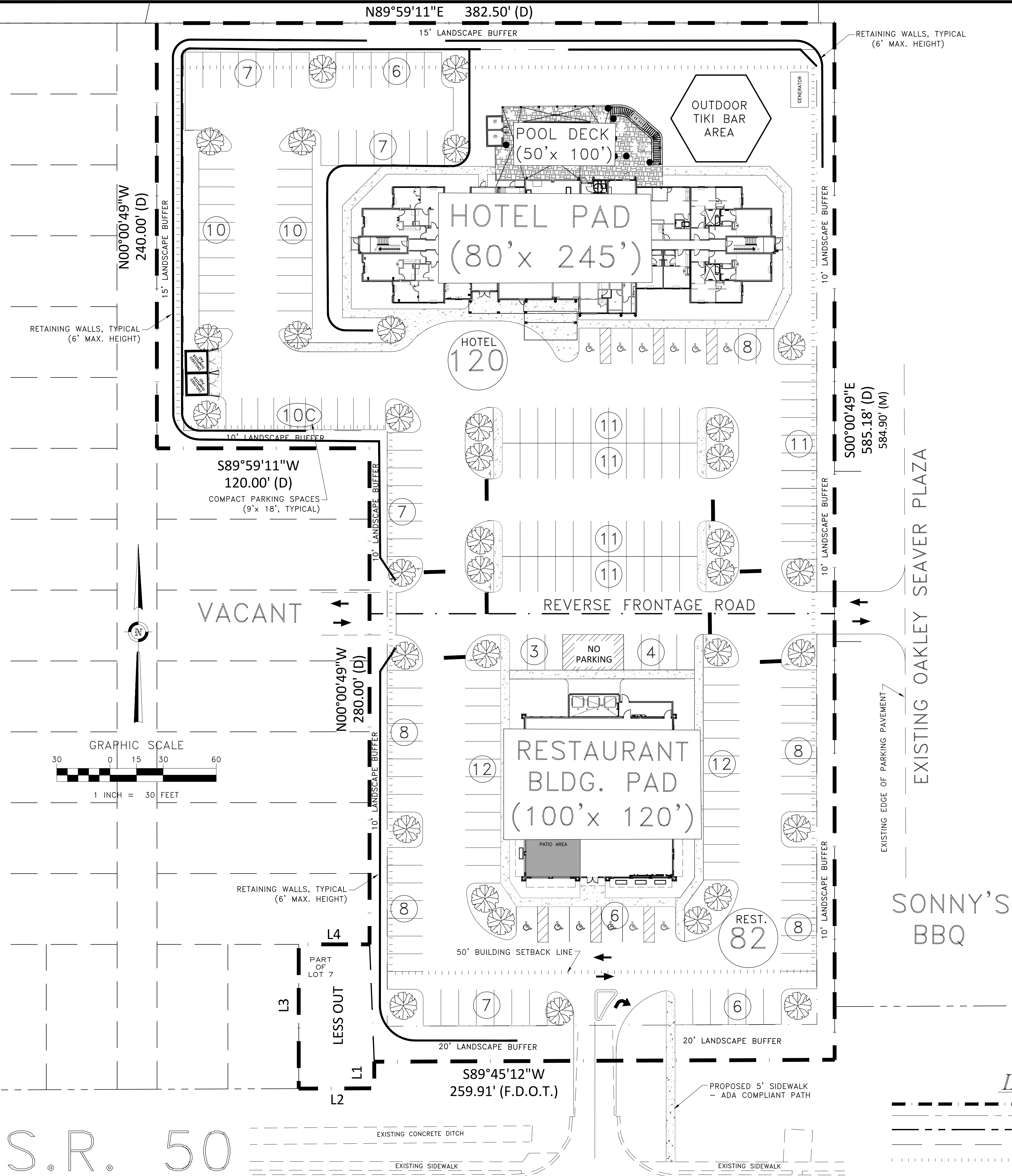


Zoning Designations

- 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



THE ENGINEER EXPRESSLY RESERVES THE EXCLUSIVE COMMONLAW 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.



PROJECT CHARACTERISTICS

THE COMMERCIAL COMPLEX SHALL CONSIST OF A 112-ROOM, 4-STORY HOTEL AND A 294-SEAT RESTAURANT WITH SHARED PARKING AND A REVERSE FRONTAGE ROAD THAT ALIGNS WITH THE EXISTING REVERSE FRONTAGE ROAD BEHIND THE SONNY'S BBQ AND THE UNITED SOUTHERN BANK AT THE SW CORNER OF SR 50 AND OAKLEY SEAVER DRIVE. THE REVERSE FRONTAGE ROAD WILL PROVIDE ACCESS TO THE EXISTING OAKLEY SEAVER DRIVE STOP LIGHT. THE REVERSE FRONTAGE ROAD WILL ESTABLISH A POTENTIAL CONNECTION TO FUTURE DEVELOPMENT TO THE WEST.

TOTAL PROPERTY AREA4.266± Acres
LESS-OUT LOT.....0.197± Acres
TOTAL PROJECT AREA.....4.069± Acres
TOTAL WETLANDS / 100-YR FLOOD PLAIN AREA.....0.000 Acres

LAKE COUNTY ALT. KEY No.....1695881, 2691280, 1695872, 1695911, 2587199, 1695899, 1695813, 1695902, 2706058 AND 1695805

PROPOSED ZONING.....C-2 / CUP
FUTURE LAND USE DESIGNATION.....COMMERCIAL
MAX. FAR (FLOOR AREA RATIO).....3.0
MAX. ISR (IMPERVIOUS SURFACE RATIO).....80%
MAX. BUILDING HEIGHT.....55'

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 S.R. 50 RIGHTS-OF-WAY.....50'
FROM REAR PROPERTY LINES.....25'
FROM SIDE PROPERTY LINES.....12'

PARKING SPACES REQUIRED:
112-ROOM HOTEL:
(1) Parking Space per ROOM @ (112) ROOMS = (112) Spaces
(1) Parking Space per (3) Employees @ (24) Employees = (8) Spaces
= (120) Spaces

300-SEAT RESTAURANT:
(1) Parking Space per (4) SEATS @ (300) SEATS = (75) Spaces
(1) Parking Space per (4) Employees @ (40) Employees = (10) Spaces
= (85) Spaces

REQUIRED HANDICAPPED SPACES:
(1) Space per 25 Regular Spaces

PARKING SPACES PROVIDED:
HOTEL: (104) REGULAR (10'x20')
(10) COMPACT (9'x18')
(6) HANDICAPPED (12'x20')
(120) HOTEL Spaces Provided

RESTAURANT: (76) REGULAR (10'x20')
(6) HANDICAPPED (12'x20')
(82) RESTAURANT Spaces Provided

(202) TOTAL PARKING SPACES

- 1) STORMWATER TO BE TREATED AND ATTENUATED IN 'STORMTECH' UNDERGROUND CHAMBERS.
- 2) ESTIMATED PROJECT WATER DEMAND / WASTEWATER DAILY FLOW RATE = 23,200± GPD.
[(112 Rooms) x 100 GPD/Room + (300 Seats) x 40 GPD/Seat] = [11,200 GPD + 12,000 GPD]
- 3) VARIANCE REQUESTED:
- PARKING BETWEEN LANDSCAPE ISLANDS INCREASED FROM (10) TO (12) SPACES;
[LDR Sec. 123-44 (2)]

LEGEND

--- PROPERTY BOUNDARY LINE
--- ROADWAY CENTERLINE
--- RIGHT-OF-WAY LINE
--- EXISTING LOT LINES
--- BUILDING SETBACK LINE

Digitally signed
by Rick E McCoy
Date: 2023.10.30 13:
21:37-04'00'

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY RICK MCCOY, PE 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
No. 38725
NOT VALID WITHOUT SIGNATURE
AND EMBOSSED SEAL OR DIGITAL
SEAL

CONCEPTUAL MASTER SITE PLAN (REVISED)		JOB NO. 22-007	
PALM PLAZA HOTEL AND RESTAURANT Sec. 29; Twp. 22S; Rng. 26E, City of Clermont, Lake County, Fl. DEVELOPER: CLERMONT HOTELS, L.L.C., George Tsunis 3203 Lawton Road, Suite 100 Orlando, Fl. 32803 (407) 877-1005		DATE October 2023	
DES. BY: RMc		CHK'D BY: RMc	
APP'D BY:			
SHEET		1 OF 1	

DESCRIPTION		DATE		NO.
				1
				2



CITY OF CLERMONT REZONING APPLICATION

DATE 7/31/2023		FEE: \$542.00 + cost of advertisement + cost of traffic review, if necessary	
Project Name (if applicable) Clermont Hotels, LLC			
Applicant Clermont Hotels, LLC			
Contact Person George Tsunis			
Address 3203 Lawton Road, Suite 100	City Orlando	State FL	Zip 32803
Telephone 407-877-1005	Fax		
Email Gtsunis@tsunis.com			
OWNER INFORMATION			
Owner's Name Please See Attached for the Property Owner Information			
Owner Address	City	State	Zip
Telephone	Email		
PROPERTY INFORMATION			
Address of Subject Property Northwest Corner of SR 50 & Omar Street	City Clermont	State FL	Zip 34711
Legal Description (include copy of survey) Please See Attached Legal Description			
Acreage 4 acres +/-	Land Use (City verification required) Residential Office & Regional Commercial		
Present Zoning (City verification required) Clermont: AK No's 2587199, 1695899, 1695813: R-3 Lake Co AK No 1695902: AG, 2706058 & 1695805: RP	Proposed Zoning C-2 (CUP)		



CITY OF CLERMONT REZONING APPLICATION

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

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

We are requesting to annex the three Lake Co parcels into Clermont as a part of an existing group of parcels already zoned C-2 by the City. We are also requesting to rezone the three existing Clermont parcels zoned R-3 to C-2 zoning.

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

George Tsunis

Applicant Name (print)

x

Applicant Name (signature)

Edward P. Jordan ^{II} Trustee
Owner Name (print) Debra Jordan Trustee

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 REZONING APPLICATION

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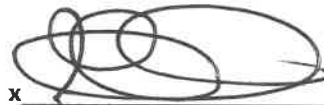
Check box to indicate additional materials are provided via attachment. ☒

George Tsunis

Applicant Name (print)

HAROLD HANKS

Owner Name (print)

x 

Applicant Name (signature)

Harold Hanks

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 REZONING APPLICATION

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

George Tsunis

Applicant Name (print)

x

Applicant Name (signature)

Vincent Kujawa

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

Sunstate Hotels Clermont - Property Owners' Information

Alternate Key #1695805 & # 2706058:

Ursula Naujokat
P.O. Box 120515, Clermont, FL 34712-0515

Alternate Key #1695902:

Harold Hanks. Jr.
1360 Indiana Avenue, Mt. Dora, FL 32757

Alternate Key #'s 1695881, 1695872, 2587199, 1695899, 1695813, 1695911 & 2691280:

Edward P., II & Debra L. Jordan
146½ East Highway 50, Clermont, FL 34711
352.394.1000

SUNSTATE HOTELS CLERMONT - LEGAL DESCRIPTION

LOTS 79 & 80 IN WALTON SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 5, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

TOGETHER WITH:

LOTS 75, 76, 77 & 78 IN WALTON SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 5, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

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LOTS 72, 73 & 74, ACCORDING TO THE PLAT OF WALTON'S SUBDIVISION, FILED 1 FEBRUARY 1926 AND RECORDED IN PLAT BOOK 8, PAGE 5, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

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AND,

LOTS 70 & 71, WALTON SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 5, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

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TOGETHER WITH:

LOTS 55 THROUGH 61 IN WALTON SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 5, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

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TOGETHER WITH:

LOTS 53, 54, 66 & 67 IN WALTON SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 5, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

AFFIDAVIT OF TRUST

1. The following Revocable, Inter Vivos Living Trust is subject to this Affidavit:

**MARCH 5, 1997, EDWARD P. JORDAN II AND DEBRA LEE JORDAN INTER
VIVOS REVOCABLE TRUST AGREEMENT**

2. The Trustees currently serving are:

Edward P. Jordan II and Debra Lee Jordan

3. The formal name of the Trust and the designation to be used for the transfer of title to the name of the trust is:

**MARCH 5, 1997, EDWARD P. JORDAN II AND DEBRA LEE JORDAN INTER
VIVOS REVOCABLE TRUST AGREEMENT**

4. The trust is currently in full force and effect. The Trust Agreement contains the following selected provisions:

Article One: Declaration of Trust

The Trust was created on March 5, 1997, and is known as the March 5, 1997, Edward P. Jordan II And Debra Lee Jordan Inter Vivos Revocable Trust Agreement, and the Trust is revocable.

Article Two: Revocation of Trust

The trust is revocable and may be amended by the settlors at any time without the consent of the Trustee.

Article Three: Distributions of the Trustee

This Article is of a personal nature and does not affect the operations of the Trust, with the exception of Article 3.11, which provides:

Settlor reserves the right to reside upon any property placed into this trust as Settlor's permanent residence during Settlor's life, it being the intent of this provision to preserve in Settlor the



requisite beneficial interest and possessory right in and to such real property, to comply with Section 196.031 of the Florida Statutes, such that the Settlor's possessory right constitutes in all respects, "equitable title to real estate," as that term is used in Section 6, Article 7, of the Constitution of the State of Florida. Notwithstanding anything contained in this Trust to the contrary, the interest of the Settlor in any real property on which the Settlor resides pursuant to the provisions of this Trust shall be deemed to be an interest of real property and not personality.

Article Four: Powers of the Trustee

The trustees serving under the trust shall have all powers of management and investment conferred upon the Trustees as provided under Florida Law and enumerated in the Trust. Such power consists of and is not limited to the right to sell, mortgage, pledge, hypothecate, borrow, lend, and otherwise deal with all assets of the trust including real property.

Article Five: Administrative Provisions:

This provision provides for the payment to disabled and incompetents as defined in the Trust, and prohibits a beneficiary under the trust from pledging any interest in the trust. The remainder of this article is of a personal nature and does not modify the powers of the trustee.

Article Six: Resignation and Compensation of Trustee

The successor trustee is Theresa Mills who is to serve upon the death of the initial trustees. Neither the trustee nor the successor trustee is to be compensated and no bond shall be posted.

Article Seven: Construction of Trust:

The Trust is to be construed under Florida Law and the Trust was duly executed by the Settlers and Trustees in the presence of two subscribing witnesses and acknowledged by a notary on March 5, 1997.

DD-4

4. The trust provisions that are not referenced in this Affidavit are of a personal nature and set forth the distribution of trust property. They do not modify the powers of the Trustee.
5. The Signatories of this Affidavit are currently the acting Trustees of the Trust Agreement and declare that the foregoing statements are true and correct, under penalty of perjury.

Further Affiant Sayeth Naught:

**MARCH 5, 1997, EDWARD P. JORDAN II AND DEBRA LEE JORDAN INTER
VIVOS REVOCABLE TRUST AGREEMENT**


Edward P. Jordan II (Settlor)


Debra Lee Jordan (Settlor)

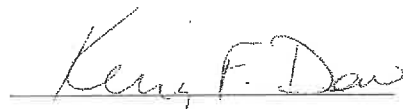

Edward P. Jordan II (Trustee)


Debra Lee Jordan (Trustee)

**STATE OF FLORIDA
COUNTY OF LAKE**

On this 5th day of March, 1997, before me, the undersigned, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared Edward P. Jordan II and Debra Lee Jordan; who are personally known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


Kerry F. Dow, Notary



DD E

LEGAL NOTICE

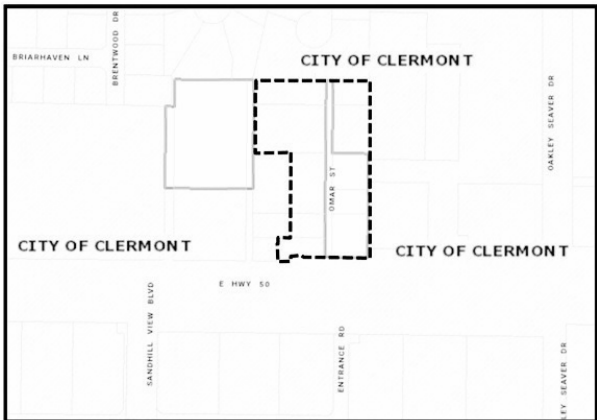
On Thursday, January 4, 2024 at 6:30 PM the Clermont Planning & Zoning Commission will consider the enactment of the following proposed ordinance, and on Tuesday, January 23, 2024 at 6:30 PM at a public hearing the request will be held before the City Council for Final Adoption.

ORDINANCE NO. 2024-003

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

LOCATION

Vacant parcels located on the northwest corner
of State Road 50 and Omar Street
Alternate Keys 1695805, 2706058, 1695902, 1695881,
1695872, 2587199, 1695899, 1695813, 1695911, 2691280
4.07 +/- Acres



LEGAL DESCRIPTION

LOTS 79 & 80 IN WALTON SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 5, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

TOGETHER WITH:

LOTS 75, 76, 77 & 78 IN WALTON SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 5, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

TOGETHER WITH:

LOTS 72, 73 & 74, ACCORDING TO THE PLAT OF WALTON'S SUBDIVISION, FILED 1 FEBRUARY 1926 AND RECORDED IN PLAT BOOK 8, PAGE 5, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

TOGETHER WITH:

LOTS 1, 2 & 3, LESS THE SOUTH 57 FEET THEREOF AND LOTS 68 & 69, LESS THE RIGHT OF WAY OF STATE ROAD NO. 50, WALTON SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 5, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

AND,

LOTS 70 & 71, WALTON SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 5, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

TOGETHER WITH:

LOTS 4, 5, 6 & 7, LESS THE SOUTH 42 FEET THEREOF, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 5, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; LESS & EXCEPT THAT PORTION OF FEE SIMPLE RIGHT OF WAY DESCRIBED IN OFFICIAL RECORD BOOK 657, PAGE 473, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LESS ROAD RIGHT OF WAY.

TOGETHER WITH:

LOTS 55 THROUGH 61 IN WALTON SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 5, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

TOGETHER WITH:

LOTS 49, 50, 51, 52, 62, 63, 64 & 65 IN WALTON SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 5, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

TOGETHER WITH:

LOTS 53, 54, 66 & 67 IN WALTON SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 5, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PROPERTY REZONING

**From: Urban Estate Low Density Residential UE & R-3
Residential/Professional District
To: C-2 General Commercial**

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

Daily Commercial

December 20, 2023 and January 8, 2024



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 9, 2024		
Agenda Item Name		
Ordinance No. 2024-005 <i>Intro</i> <i>Street Vacation Request</i>		
Requested Action		
Staff Report		
Consider a right-of-way vacation for a portion of West Broome Street adjacent to Oak Hill Cemetery. This will be for the north half (30 feet) of the existing unimproved portion of West Broome Street. This right-of-way vacation will allow for the future expansion of the Oak Hill City Cemetery.		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ord. 2024-005 -Broome Street ROW Vacate (12.20.2023)	Ord. 2024-005 -Broome Street ROW Vacate (12.20.2023).pdf	
2. Map	Map.docx	
3. Legal Description and Sketch	Legal Description and Sketch .pdf	
4. Legal Ad	Legal Ad.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2024-005

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, CLOSING AND PERMANENTLY ABANDONING THAT PORTION OF THE NORTH 1/2 OF BROOME STREET LYING EAST OF THE EAST RIGHT OF WAY LINE OF EAST AVENUE AND WEST OF THE WEST RIGHT OF WAY LINE OF VACATED DREW AVENUE AS DESCRIBED IN OFFICIAL RECORDS BOOK 625, PAGE 657, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED BELOW; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

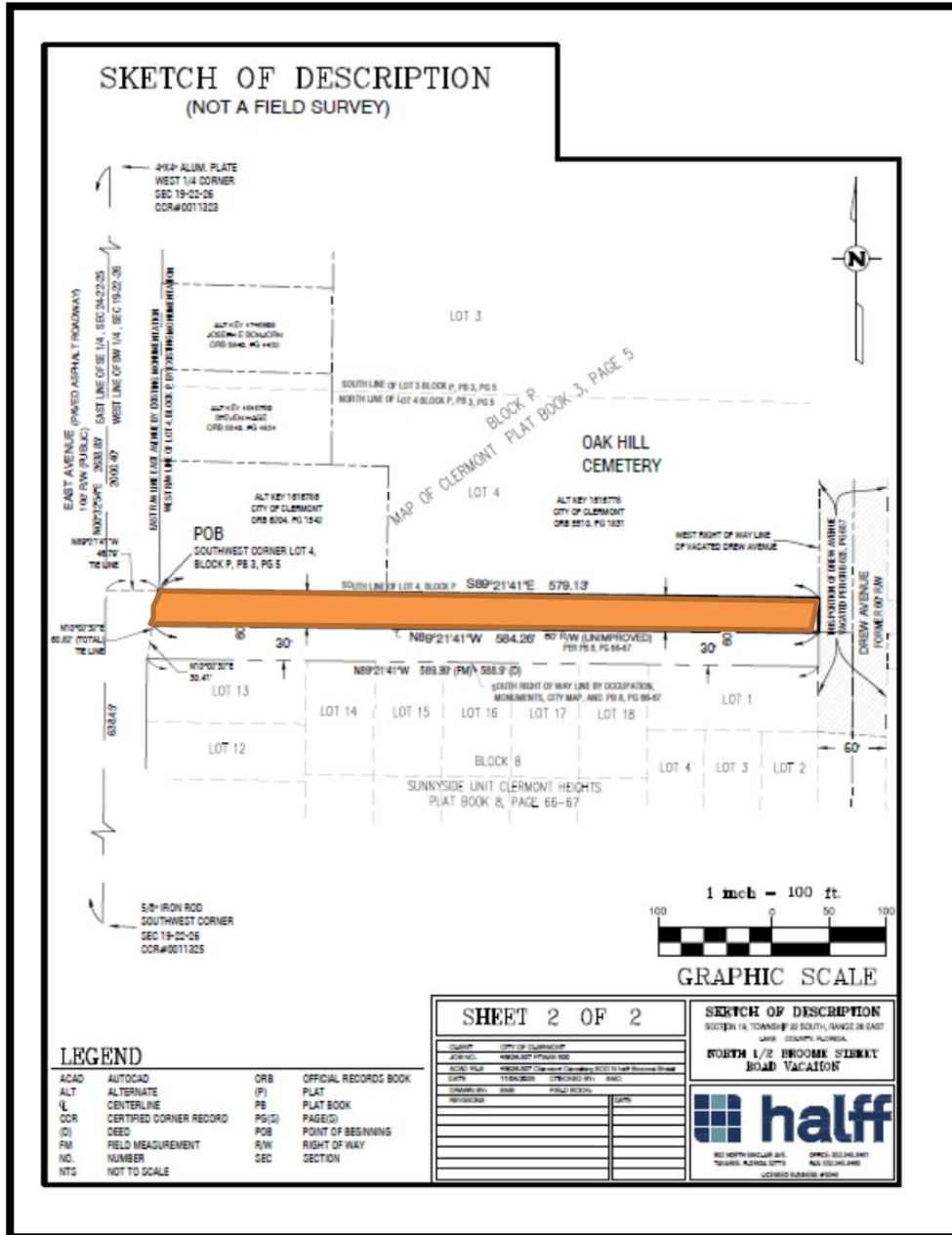
NOW THEREFORE, BE IT RESOLVED AND ENACTED by the City Council of the City of Clermont, Lake County, Florida that:

SECTION 1: LEGAL DESCRIPTION

THAT PORTION OF THE NORTH 1/2 OF BROOME STREET LYING EAST OF THE EAST RIGHT OF WAY LINE OF EAST AVENUE AND WEST OF THE WEST RIGHT OF WAY LINE OF VACATED DREW AVENUE AS DESCRIBED IN OFFICIAL RECORDS BOOK 625, PAGE 657, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF LOT 4, BLOCK P, ACCORDING TO THE MAP OF CLERMONT, FILED MAY 8, 1915, AS RECORDED IN PLAT BOOK 3, PAGE 5, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, THENCE RUN SOUTH 89°21'41" EAST ALONG THE SOUTH BOUNDARY LINE OF SAID LOT 4 ALSO BEING THE NORTH RIGHT OF WAY LINE OF BROOME STREET, ACCORDING TO SUNNYSIDE UNIT CLERMONT HEIGHTS, AS RECORDED IN PLAT BOOK 8, PAGES 66 AND 67, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, A DISTANCE OF 579.13 FEET, TO A POINT ON THE WEST RIGHT OF WAY LINE OF VACATED DREW AVENUE AS DESCRIBED IN OFFICIAL RECORDS BOOK 625, PAGE 657, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 00°19'38" WEST, ALONG SAID VACATED RIGHT OF WAY LINE, A DISTANCE OF 30.00 FEET TO THE CENTERLINE OF SAID BROOME STREET; THENCE RUN NORTH 89°21'41" WEST, ALONG SAID CENTERLINE, A DISTANCE OF 584.26 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF EAST AVENUE, ACCORDING TO THE AFORESAID MAP OF CLERMONT; THENCE NORTH 10°02'32" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 30.41 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.40 ACRES, MORE OR LESS.



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.



CITY OF CLERMONT
ORDINANCE NO. 2024-005

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 and at the Applicant's expense.

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. 2024-005

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 23rd day of January, 2024.

CITY OF CLERMONT

Tim Murry, Mayor

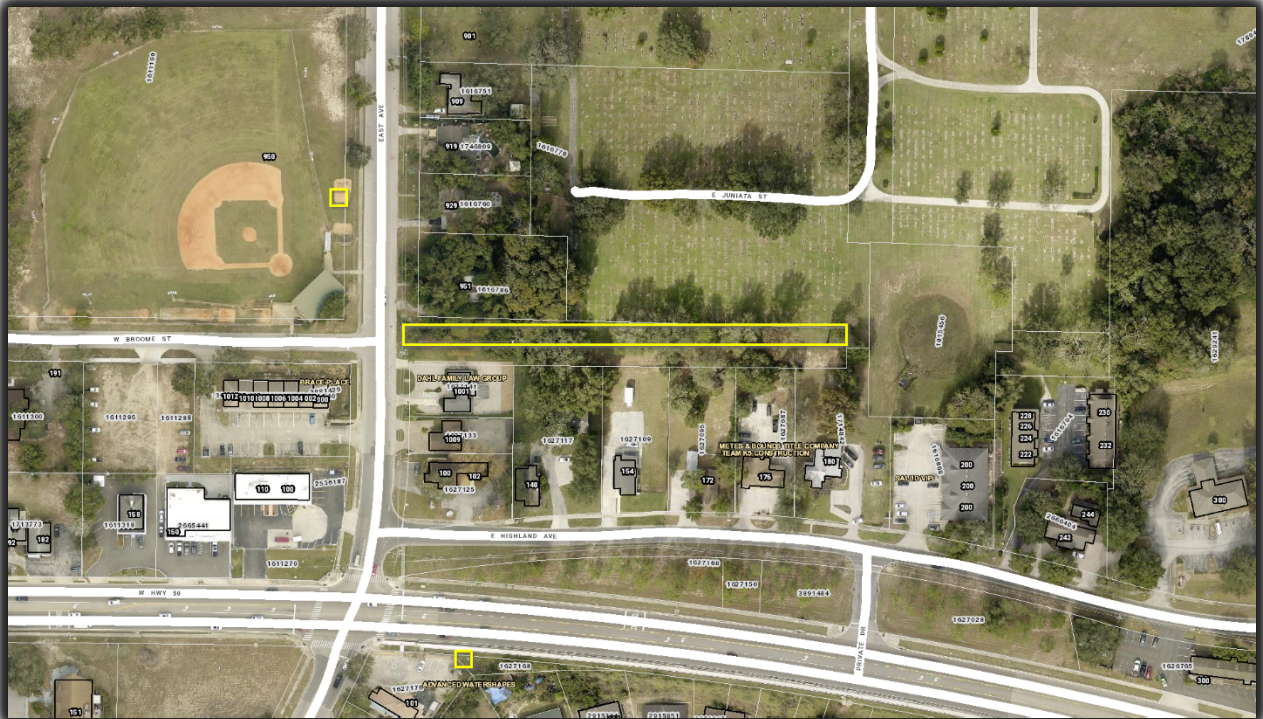
ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

West Broome Street Right-of-Way Vacation



SKETCH OF DESCRIPTION

(NOT A FIELD SURVEY)

DESCRIPTION:

THAT PORTION OF THE NORTH 1/2 OF BROOME STREET LYING EAST OF THE EAST RIGHT OF WAY LINE OF EAST AVENUE AND WEST OF THE WEST RIGHT OF WAY LINE OF VACATED DREW AVENUE AS DESCRIBED IN OFFICIAL RECORDS BOOK 625, PAGE 657, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

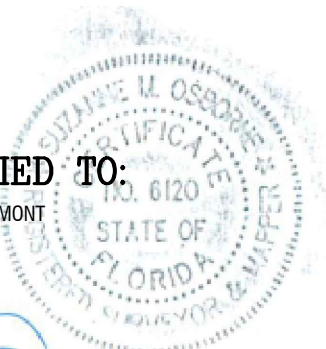
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CONTAINING 0.40 ACRES, MORE OR LESS.

NOTES:

1. THE SURVEY MAP (AND/OR) REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THE INTENDED PURPOSE OF THIS SKETCH IS TO BE USED AS AN EXHIBIT IN ROAD VACATION. THIS SKETCH IS NOT A FIELD SURVEY.
3. BEARINGS AND HORIZONTAL DATUM SHOWN HEREON ARE FLORIDA STATE PLANE COORDINATE EAST ZONE (901) BASED ON FLORIDA PERMANENT REFERENCE NETWORK (FPRN) AS MAINTAINED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION, AND IS FURTHER BASED ON NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT STATE PLANE COORDINATE SYSTEM (SPCS' 83-2011) AND REFERENCED TO THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 19-22-26 AS BEING N 00°32'54" E. ALL DISTANCES SHOWN ARE IN UNITED STATES SURVEY FEET.
4. THIS SURVEY MEETS ALL APPLICABLE REQUIREMENTS OF THE FLORIDA STANDARDS OF PRACTICE AS CONTAINED IN CHAPTER 5J-17.051 FAC.
5. INFORMATION USED IN THE PREPARATION OF THIS SKETCH OF DESCRIPTION WAS TAKEN FROM BOUNDARY SURVEY PERFORMED FOR THE CITY OF CLERMONT DATED 9/20/2023, PREPARED BY HALFF AND ASSOCIATES, INC., JOB NUMBER 043826.307.
6. SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RIGHTS OF WAY AND OTHER MATTERS OF RECORD.

CERTIFIED TO:
CITY OF CLERMONT



DATE: 11/8/2023

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

SHEET 1 OF 2

CLIENT	CITY OF CLERMONT
JOB NO.	43826.307 PHASE 500
ACAD FILE	43826.307 Clermont Cemetery SOD N half Broome Street
DATE	11/08/2023
DRAWN BY:	SMB
CHECKED BY:	SMB
FIELD BOOK:	
REVISIONS	DATE

SKETCH OF DESCRIPTION

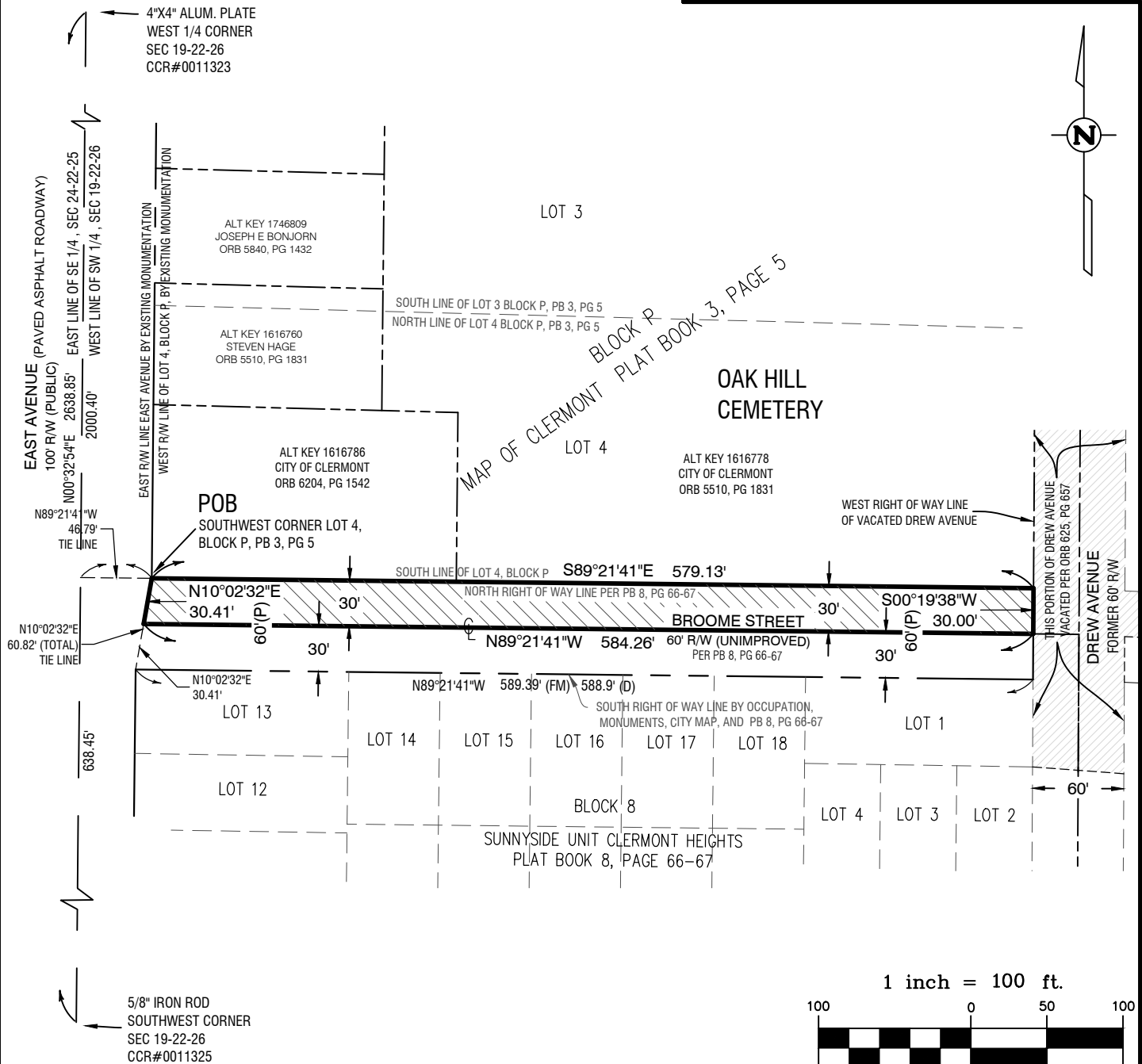
SECTION 19, TOWNSHIP 22 SOUTH, RANGE 26 EAST
LAKE COUNTY, FLORIDA.

**NORTH 1/2 BROOME STREET
ROAD VACATION**



902 NORTH SINCLAIR AVE. OFFICE: 352.343.8481
TAVARES, FLORIDA 32778 FAX: 352.343.8495
LICENSED BUSINESS #8348

SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)



GRAPHIC SCALE

LEGEND

ACAD	AUTOCAD	ORB	OFFICIAL RECORDS BOOK
ALT	ALTERNATE	(P)	PLAT
CL	CENTERLINE	PB	PLAT BOOK
CCR	CERTIFIED CORNER RECORD	PG(S)	PAGE(S)
(D)	DEED	POB	POINT OF BEGINNING
FM	FIELD MEASUREMENT	R/W	RIGHT OF WAY
NO.	NUMBER	SEC	SECTION
NTS	NOT TO SCALE		

SHEET 2 OF 2

CLIENT	CITY OF CLERMONT
JOB NO.	43826.307 PHASE 500
ACAD FILE	43826.307 Clermont Cemetery SOD N half Broome Street
DATE	11/08/2023
CHECKED BY:	SMB
DRAWN BY:	SMB
FIELD BOOK:	
REVISIONS	
	DATE

SKETCH OF DESCRIPTION

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LAKE COUNTY, FLORIDA.

**NORTH 1/2 BROOME STREET
ROAD VACATION**



902 NORTH SINCLAIR AVE. OFFICE: 352.343.8481
TAVARES, FLORIDA 32778 FAX: 352.343.8495
LICENSED BUSINESS #8348

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:	12/14/2023
Order Number:	9635258
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	119.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	01/08/2024 - 01/08/2024	Govt Public Notices
LEE dailycommercial.com	1	01/08/2024 - 01/08/2024	Govt Public Notices

Order Confirmation Amount

\$198.02

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, January 23, 2024 at 6:30 P.M.

ORDINANCE NO. 2024-005
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, CLOSING AND PERMANENTLY ABANDONING A PORTION OF THE NORTH 1/2 OF BROOME STREET LYING EAST OF THE EAST RIGHT OF WAY LINE OF EAST AVENUE AND WEST OF THE WEST RIGHT OF WAY LINE OF VACATED DREW AVENUE AS DESCRIBED IN OFFICIAL RECORDS BOOK 625, PAGE 657, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

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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.

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Tracy Ackroyd Howe, MMC

City Clerk

Daily Commercial

January 8, 2024

#9635258 1/8/2024