



**CITY OF CLERMONT
CITY COUNCIL MEETING
CLERMONT CITY HALL
AGENDA
6:30 PM, Tuesday, January 23, 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

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

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 - Meeting Minutes

Consider approval of the January 9, 2024, Council Meeting Minutes.

Item No. 2 - FRDAP Grant Acceptance
8th Street Pier

Consider acceptance of a Florida Recreation Development Assistance Program matching grant awarded by the Florida Department of Environmental Protection in the amount of \$200,000.

Item No. 3 - Resolution No. 2024-006R and
Budget Amendment

Consider the authorization to purchase land at 929 East Avenue in the amount of \$325,000 plus one half of the applicable closing costs with a budget amendment to the cemetery fund not to exceed \$400,000.

Item No. 4 - Bid Award
Lake Felter Park

Consider award to William Medley Construction, Inc. d/b/a Medley Sports Construction to provide basketball resurfacing services to Lake Felter Park for the budgeted amount of \$69,950.

Item No. 5 - Piggyback Contract
Body Armor and Ballistic Resistant Products

Consider piggyback approval of the NASPO contract with Point Blank Enterprises, Inc. to provide body armor and ballistic resistant products.

**CITY OF CLERMONT
CITY COUNCIL MEETING
CLERMONT CITY HALL
AGENDA
6:30 PM, Tuesday, January 23, 2024**

Item No. 6 - Pay & Class Scale Amendment and
Employee Merit Pay Increase for Fiscal Year
2024

Consider approval of a revised Pay and
Classification Schedule effective April
1, 2024, that adjusts the minimum and
maximum pay of all pay grades by
2.5% and a merit pay increase of up to
5% for general employees (excluding
police and fire union employees). A 5%
merit pay increase was included in the
Fiscal Year 2024 budget.

Item No. 7 - Approval of Appointment of Finance
Director

Consider approval of City Manager's
appointment of Mr. Scott Borrer as
Finance Director.

Item No. 8 - Resolution No. 2024-007R
Rules of Conduct

Consider amending the rules of conduct
resolution.

UNFINISHED BUSINESS

Item No. 9 - Variance Request
Wendy's at John's Lake Landing

The applicant has requested to table this
item to February 13, 2024.

Item No. 10 - Resolution No. 2023-026R
Hancock Commons Apartments CUP

The applicant has requested to table this
item to July 23, 2024.

Item No. 11 - Variance Request
The Music Store

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

Item No. 12 - Ordinance No. 2023-023 *Final*
Lennar Swap Annexation

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. 13 - Ordinance No. 2023-024 *Final*
Lennar Swap LSCPA

Consider a request to change 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. 14 - Ordinance No. 2023-025 *Final*
Lennar Swap PUD Rezoning

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.

**CITY OF CLERMONT
CITY COUNCIL MEETING
CLERMONT CITY HALL
AGENDA
6:30 PM, Tuesday, January 23, 2024**

Item No. 15 - Ordinance No. 2024-001 *Final*
Palm Plaza Development Annexation

Consider a request for voluntary annexation of approximately 0.95 acres located northeast of SR 50 and Omar Street.

Item No. 16 - Ordinance No. 2024-002 *Final*
Palm Plaza Development SSCPA

Consider a request for a small-scale comprehensive plan amendment (SSCPA) for 4.07 acres of property located northwest and northeast of SR 50 and Omar Street.

Item No. 17 - Ordinance No. 2024-003 *Final*
Palm Plaza Development Rezoning

Consider a request for a rezoning to C-2 General Commercial for approximately 4.07 acres of property located northwest and northeast of SR 50 and Omar Street.

Item No. 18 - Resolution No. 2024-001R
Palm Plaza Development CUP

Consider a request for a Conditional Use Permit (CUP) to allow a hotel, TownePlace Suites by Marriott, to occupy more than 20,000 square feet of total floor space within the C-2 General Commercial zoning district.

Item No. 19 - Ordinance No. 2024-005 *Final*
Street Vacation Request

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

NEW BUSINESS

Item No. 20 - Board Appointments

Consider appointments to the Planning and Zoning Commission and Outside Agency Boards.

Item No. 21 - Ordinance No. 2024-016 *Intro*
Special Magistrate

Consider introduction of Ordinance to establish a Special Magistrate.

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.

**CITY OF CLERMONT
CITY COUNCIL MEETING
CLERMONT CITY HALL
AGENDA
6:30 PM, Tuesday, January 23, 2024**

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
January 9, 2024

CALL TO ORDER

The City Council met in a regular meeting on Tuesday, January 9, 2024 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.

INVOCATION AND PLEDGE OF ALLEGIANCE

Pastor Kendall Anderson from The Crossing Church gave the invocation followed by the Pledge of Allegiance.

PRESENTATIONS

In honor of Martin Luther King, Jr. (MLK) Day, a group of students from Classical Conversations Minneola recited the “I Have a Dream” speech given by Dr. Martin Luther King, Jr.

Fire Chief Ezell recognized Assistant Chief Johnston on her retirement. Chief Ezell presented highlights of her career over the last 10 years. Assistant Chief Cassler reviewed highlights of Assistant Chief Johnston’s fire career. Chief Ezell presented her with a plaque for certificate of achievement.

PUBLIC COMMENTS

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

REPORTS

CITY MANAGER REPORT

City Manager Bulthuis –

- City Manager Bulthuis informed the Council of the following agenda changes:

Item No. 10 - Variance Request, The Music Store

Council Member Pines moved to table item 10, Variance Request, The Music Store to January 23, 2024; Seconded by Council Member Gonzalez. Passed unanimously 4-0 with all members present voicing aye.

Item No. 13 – Ordinance No. 2023-029, Waterbrooke Phase 7 Annexation

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

City Clerk Howe read the ordinance title aloud.

Council Member Pines moved to table Ordinance No. 2023-029, Waterbrooke Phase 7 Annexation to February 13, 2024; Seconded by Council Member Gonzalez. Passed unanimously 4-0 with all members present voicing aye.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
January 9, 2024

Item No. 14 – Ordinance No. 2023-030, Waterbrooke Phase 7 SSCPA

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

City Clerk Howe read the ordinance title aloud.

Council Member Pines moved to table Ordinance No. 2023-030, Waterbrooke Phase 7 SSCPA to February 13, 2024; Seconded by Council Member Gonzalez. Passed unanimously 4-0 with all members present voicing aye.

Item No. 15 – Ordinance No. 2023-031, Waterbrooke Phase 7 Rezoning

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

City Clerk Howe read the ordinance title aloud.

Council Member Pines moved to table Ordinance No. 2023-031, Waterbrooke Phase 7 Rezoning to February 13, 2024; Seconded by Council Member Gonzalez. Passed unanimously 4-0 with all members present voicing aye.

- City offices will be closed on Monday, January 15 in observance of MLK Day.
- There will be an MLK Parade on Monday, January 15 at 10am beginning at McKinney Park with activities at Waterfront Park.
- January 20 is the Mega food truck in downtown.
- Introduced City Clerk Howe to provide an update on the Special Election.

City Clerk Howe provided an update on the Special Election preliminary dates, qualifying dates and pre-filing.

CITY ATTORNEY REPORT

City Attorney Mantzaris –

- State Legislature opened today. Looking to have a preliminary report at the next meeting.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
January 9, 2024

Mayor Murry expressed concern with two of the bills.

HB 777 - Municipal Water Sewer rates and charges. The bill would mean not being able to have a surcharge on areas outside of the city limits.

WMC 1, 2 and 3 – Constitution Amendment. The bill would increase the homestead exemption and require an annual adjustment of the value of homestead exemption.

City Manager Bulthuis further explained that the city services water and sewer outside of the city limits. If this bill passes, even though that agreement was made, the city cannot charge another rate to those outside the city limits

City Attorney Mantzaris stated that in the past when the city has objected to a bill, the Mayor would draft a letter stating opposition.

Council agrees and asked to move forward with drafting a letter.

CITY COUNCIL REPORT

Council Member Gonzalez –

- Attended the retirement of Officer Tufts.

Council Member Myers –

- Thanked the students on the MLK speech.
- Provided an overview of the sunshine law, spoke about the vision for Clermont and what Council and residents see for the future and behavior of council as leaders.
- Always set the example and tone. Leaders lead by example.

Council Member Pines – No report.

Mayor Murry –

- Welcomed back Police Chief Broadway.
- Attended retirement ceremony for Officer Tufts.
- Attended first Friday food trucks.
- Schofield Road has been paved and is open. It has taken some relief from Hwy 50.
- Requested staff to review the intersection of Northridge and Hancock noting an issue with the left turn lane.
- There is graffiti on the Highway 27 overpass on Pitt Street, asked staff to contact Lake County.
- Received email from Mr. Grove regarding an independent investigation of a situation at Light up Clermont. Mayor Murry does not feel an investigation is needed, and noted he spoke with residents after the situation.

Council Member Pines –

- Spoke regarding her understanding of the situation. She stated this is the largest event in the city and that staff were walking around the downtown area ensuring everything was in place.
- A Master Plan was conducted approximately 10 to 12 years ago and included residents input. The city is in the process of doing that again.

Development Services Director Henschel stated that there will be a meeting on February 22 at 6pm at the Clermont City Center to discuss the Comprehensive Plan for the city.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
January 9, 2024

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.

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| Item No. 1 – Council Meeting Minutes | Consider approval of the December 12, 2023, minutes. |
| Item No. 2 – Florida Recreation Development Assistance Program Grant Acceptance
<i>Park Palatlahaha</i> | 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
<i>Construction Management Services</i> | 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
<i>Architectural Services</i> | 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
<i>OpenGov Budget Software</i> | 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 |
| Item No. 6 – Sole Source Purchase
<i>Police Department</i> | 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. |

Council Member Gonzalez moved to approve consent items 1-9. Seconded by Council Member Pines. Passed unanimously 4-0 with all members present voicing aye.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
January 9, 2024

UNFINISHED BUSINESS

Item No. 10 – This item was addressed earlier in the meeting and tabled to the January 23, 2024 meeting.

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

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.

City Clerk Howe read the resolution title aloud.

Development Services Planner Kruse presented the item. The applicant is requesting to amend the Plaza Collina Planned Unit Development to allow for internal shared drive isles and reduced landscape buffers for parcels identified as Pods F and H within the parent parcel. The property is located on the north side of State Road 50 and east of Magnolia Pointe Boulevard, west of Lake Boulevard.

The proposed site is a vacant portion within the Plaza Collina Mixed Use project that consists of C-2 General Commercial uses. The Land Development Code requires an amendment to the Planned Unit Development for any uses or site changes not identified in the Master Development Plan or permitted by the land development regulations for the C-2 General Commercial zoning district. The site is proposing restaurants, offices and other commercial uses. The applicant indicates the shared driveways will allow interconnectivity to the maximum extent feasible and decrease the number of driveway cuts along the north frontage road.

When evaluating a request for a Conditional Use Permit, the Land Development Code, Section 101-212 requires specific development standards that are required to be met. Staff has reviewed the application as submitted in accordance with the development standards criteria and finds the proposed use can meet the general criteria for granting a Conditional Use Permit. The proposed use will not be detrimental to the health, safety and welfare of the surrounding community. Staff recommends approval of the Conditional Use Permit with the conditions contained in Resolution No. 2023-041R. The Planning and Zoning Commission recommended approval 7-0.

Mr. Huels, Lowndes Law Firm, and the project team was present on behalf of the applicant. They concur with staff's recommendation and are available for any questions.

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

Council Member Pines is in support of the project.

Council Member Gonzalez asked staff if they foresee any more variances needed with this project.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
January 9, 2024

Development Services Planner Kruse stated that he does not see a need at this time but things can change in the future.

Council Member Pines moved to approve Resolution No. 2023-041R, Plaza Collina PUD Amendment; Seconded by Council Member Myers. Passed unanimously 4-0 with all members present voicing aye.

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

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.

City Clerk Howe read the resolution title aloud.

Development Services Director Henschel presented the item. The applicant, Nexbiz LLC, is requesting a Conditional Use Permit to allow for construction of a 5,500 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.

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. The proposed building shall be designed to comply with Clermont Architectural Design Standards.

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. The Planning and Zoning Commission recommended approval 6-1.

The applicant, Jayson Stringfellow, was present. He reviewed the changes and spoke about the architectural renderings of the building.

Mayor Murry opened the public hearing

Charlene Forth, 939 W. Desoto Street – expressed concern regarding parking.

Development Services Director Henschel stated that there is existing parking owned by the applicant for this building.

Mayor Murry closed the public hearing.

Council Member Gonzalez inquired about tenants for the building. Mr. Stringfellow stated that he does not currently have tenants lined up.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
January 9, 2024

Council Member Pines moved to approve Resolution No. 2023-042R, 7th Street Commercial; Seconded by Council Member Myers. Passed unanimously 4-0 with all members present voicing aye.

Item No. 13 - This item was addressed earlier in the meeting and tabled to the February 13, 2024 meeting.

Item No. 14 - This item was addressed earlier in the meeting and tabled to the February 13, 2024 meeting.

Item No. 15 - This item was addressed earlier in the meeting and tabled to the February 13, 2024 meeting.

Item No. 16 – Ordinance No. 2023-032, LDC – Tree Removal & Replacement

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE, CHAPTER 123-VEGETATION, SECTION 123-102-ISSUANCE; CRITERIA FOR TREE REMOVAL; TREE REPLACEMENT STANDARDS; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

City Clerk Howe read the ordinance title aloud.

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. Another amendment staff is proposing, which is not in the packet, is to remove the language stating replacement trees may be donated. This change allows the city to have control of landscaping placement.

On January 4, 2024 Planning and Zoning recommended adding language to specify the definition of landscaping. 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.

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

Council Member Gonzalez moved to approve Ordinance No. 2023-032 with amendments as presented; Seconded by Council Member Pines. The motion passed by roll call vote 4-0.

NEW BUSINESS

Item No. 17 – Citizen Request

Mr. Anthony Grove requested an amendment to Resolution No. 2021-003R to extend public comment time limit from 3 minutes to 5 minutes. Mr. Groves stated that the 3 minute time limit is not always sufficient for those who wish to express their messages. 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.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
January 9, 2024

Council Member Pines acknowledged that in some instances 3 minutes can be difficult and understands the frustration. She offered the alternative to schedule a meeting with staff or the Mayor to talk about the issue. City staff conducted a survey of cities in our county and around central Florida and the majority have a 3 minute time limit.

Mr. Grove stated that he is not inhibited to set up a private meeting. The point of the discussion is to allow people time to speak.

Mayor Murry stated that when he was first elected he recommended to keep the 3 minute time limit and initiated the citizen agenda request to be able to be placed on the agenda. If additional time is needed, he suggested the requestor to ask in the beginning and in most cases, he will allow 4 to 5 minutes to speak.

Anthony Grove stated he was told he was only allowed 3 minutes the first time he spoke. If the time limit is changed to 5 minutes no one needs to ask for extra time. In preparing to speak on a topic it would be beneficial to know how much time you have before the meeting.

Mayor Murry and Mr. Grove discussed citizens asking for extra time at the podium versus changing the time from 3 minutes to 5 minutes.

Mayor Murry would like to keep the time limit to 3 minutes.

Mayor Murry opened the public hearing.

Charlene Forth, 939 W. Desoto Street – spoke about a discussion on election night regarding public comments.

Cassie Murry, 574 E. Desoto Street – clarified the only comment made was congratulations.

Otis Taylor, 3686 Caladesi – in support of continuing with the 3 minute time limit.

Mayor Murry closed the public hearing.

Item No. 18 – Variance Request, 3635 Briar Run Drive

Development Services Planner Kruse presented the variance request. The property owner, Patricia Williams, is requesting a variance 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. The property is zoned R-1, Single Family Medium Density Residential. 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 10 x14 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 Fox Chase 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.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
January 9, 2024

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.

The applicant, Patricia Williams, stated she needs the addition to bring home and care for her handicapped child.

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

Council Member Pines moved to approve the Variance Request, 3635 Briar Run Drive; Seconded by Council Member Myers. Passed unanimously 4-0 with all members present voicing aye.

Item No. 19 – Resolution No. 2024-002R, Patio Food Truck Park CUP

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.

City Clerk Howe read the resolution title aloud.

Development Services Director Henschel presented the item. The applicant is requesting a conditional use permit for a food truck park in the Planned Unit Development (PUD) zoning district. The 2.45 acre parcel is located at 2531 South US Highway 27, and is part of the Clermont Crossing Master Development Plan.

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 10:00pm and Friday to Sunday 10:00am to 11:00pm. 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. As presented, this conceptual plan would require 89 parking spaces, the concept plan only allows for 76 parking spaces.

Staff feels the overall count of 16 food trucks for this size parcel is too restrictive, and therefore recommends denial of the CUP request.

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.

The applicant, Nicoletta Buonaccordo, was present. After the Planning & Zoning Commission meeting they went back over the plan and changed the layout in order to meet the parking requirement. The space will now have a reduced space and 81 parking spaces.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
January 9, 2024

Ms. Buonaccordo shared renderings of similar projects and their vision for this project.

City Manager Bulthuis clarified that the renderings shown are not for this project. He questioned whether this is being done prematurely if the site plan for this project is not complete.

Mayor Murry offered to table the item as staff has not had a chance to evaluate and review the new plan.

Mayor Murry opened the public hearing.

Mr. Rosenberg, 1727 Chickadee Way – expressed a need for the city to address food trucks.

Otis Taylor, 3686 Caladesi – He supported the project and noted this will attract people and there needs to be adequate parking.

Mayor Murry closed the public hearing.

Council Member Pines moved to table Resolution No. 2024-002R, Patio Food Truck Park CUP to February 13, 2024; Seconded by Council Member Myers.

Mayor Murry expressed his concerns regarding food trucks and parking.

Passed unanimously 4-0 with all members present voicing aye.

Council Member Gonzalez asked staff to review the code regarding shipping containers.

Item No. 20 – Resolution No. 2024-005R, Fee Schedule Amendment

**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.**

City Clerk Howe read the resolution title aloud.

City Manager Bulthuis stated that a consultant reviewed the Fire Department fees and have made changes based on that study. Staff recommends approval of fee schedule.

Mayor Murry opened the public hearing.

Otis Taylor, 3686 Caladesi – requested additional information.

City Manager Bulthuis stated that the Fire Department has a fee schedule for inspections. He introduced Fire Chief Ezell to explain further.

Fire Chief Ezell explained that these fees cover things such as plans reviews and inspections which are based on square footage. It is a way to recuperate some of the costs. The department brought in a consultant and based on their suggestions have increased and in some areas decreased fees.

Council Member Gonzalez asked how often these fees need to be revisited.

Assistant Chief Harrison stated there is a one year progression and will be evaluated every three years.

Mayor Murry closed the public hearing.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
January 9, 2024

Council Member Pines moved to approve Resolution No. 2024-005R, Fee Schedule Amendment; Seconded by Council Member Gonzalez. Passed unanimously 4-0 with all members present voicing aye.

Item No. 21 – Ordinance No. 2023-023, Lennar Swap Annexation

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.

City Clerk Howe read the ordinance title aloud.

Council Member Gonzalez moved to introduce Ordinance No. 2023-023; Seconded by Council Member Pines. Passed unanimously 4-0 with all members present voicing aye.

Item No. 22 – Ordinance No. 2023-024, Lennar Swap LSCPA

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.

City Clerk Howe read the ordinance title aloud.

Council Member Gonzalez moved to introduce Ordinance No. 2023-024; Seconded by Council Member Pines. Passed unanimously 4-0 with all members present voicing aye.

Item No. 23 – Ordinance No. 2023-025, Lennar Swap PUD Rezoning

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

City Clerk Howe read the ordinance title aloud.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
January 9, 2024

Council Member Gonzalez moved to introduce Ordinance No. 2023-025; Seconded by Council Member Myers. Passed unanimously 4-0 with all members present voicing aye.

Item No. 24 – Ordinance No. 2024-001, Palm Plaza Development Annexation

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.

City Clerk Howe read the ordinance title aloud.

Council Member Pines moved to introduce Ordinance No. 2024-001; Seconded by Council Member Myers. Passed unanimously 4-0 with all members present voicing aye.

Item No. 25 – Ordinance No. 2024-002, Palm Plaza Development SSCPA

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

City Clerk Howe read the ordinance title aloud.

Council Member Pines moved to introduce Ordinance No. 2024-002; Seconded by Council Member Myers. Passed unanimously 4-0 with all members present voicing aye.

Item No. 26 – Ordinance No. 2024-003, Palm Plaza Development Rezoning

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

City Clerk Howe read the ordinance title aloud.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
January 9, 2024

Council Member Pines moved to introduce Ordinance No. 2024-003; Seconded by Council Member Myers. Passed unanimously 4-0 with all members present voicing aye.

Item No. 27 – Ordinance No. 2024-005, Street Vacation Request

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.

City Clerk Howe read the ordinance title aloud.

Council Member Pines moved to introduce Ordinance No. 2024-005; Seconded by Council Member Myers. Passed unanimously 4-0 with all members present voicing aye.

ADJOURN: With no further comments, this meeting adjourned at 9:17 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 23, 2024		
Agenda Item Name		
FRDAP Grant Acceptance <i>8th Street Pier</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 \$200,000.		
Staff Report		
The City of Clermont has been awarded a Florida Recreation Assistance Program (FRDAP) grant through the Florida Department of Environmental Protection (FDEP) in the amount of \$200,000 for the reconstruction of the 8th Street Pier and associated area. This is a matching grant program. The matching funds are available in the Parks and Recreation Impact Fee fund. The City will have three (3) years to complete the project and has the ability to ask for extensions should they be needed.		
Additional Analysis		
Fiscal Impact Summary		
This is a matching grant award in the amount of \$200,000. The matching funds are available in Parks and Recreation Impact Fund..		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. A24046 Eighth Street Pier-AGREEMENT FOR GRANTEE SIGNATURE	A24046 Eighth Street Pier-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): Eighth Street Pier		Agreement Number: A4046	
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: A24046 (If different from Agreement Number)		Project Location(s): 8th Street and W. Osceola Street, Clermont, FL 34711	
Project Description: Construction of a new nature observation pier, picnic facility, new landscaping and renovation of the existing parking area.			
5. Total Amount of Funding:		Funding Source?	Award #s or Line-Item Appropriations:
		☒ State ☐ Federal	Line Item No. 1796, GAA, FY 2023-2024
		☐ State ☐ Federal	
		☒ Grantee Match	
		Amount per Source(s):	
		\$ 200,000.00	
		\$	
		\$ 200,000.00	
Total Amount of Funding + Grantee Match, if any: \$ 400,000.00			
6. Department's Grant Manager Name: April Moody or successor Address: 3900 Commonwealth Blvd. MS#585 Tallahassee, FL 32399 Phone: 850-245-2501 Email: april.moody@floridadep.gov		Grantee's Grant Manager Name: James Maiworm, Asst. Director Public Serv. or successor Address: 685 Montrose St. Clermont, FL 34711 Phone: 352-394-4081 Email: jmaiworm@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

3 of 13

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

Attachment 1

4 of 13

- 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.

Attachment 1

5 of 13

- 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. A4046**

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 Eighth Street Pier. 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 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, N/A.
☒	☒	b. Indirect Costs, N/A.
☒	☒	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

The Agreement requires at least a 50% match on the part of the Grantee. Therefore, the Grantee is responsible for providing \$200,000.00 through cash or third party in-kind towards the project funded 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.

No retainage is required under this Agreement.

11. Subcontracting.

Subcontracting is not permitted 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 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: Eighth Street Pier
Grantee Name: City of Clermont
FRDAP Project # A24046 / A4046

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 8th Street and W. Osceola Street, Clermont, FL 34711 and is considered a "Large 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 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:	\$ 200,000.00
Required Grantee Match Amount:	\$ 200,000.00
Total Estimated Project Cost:	\$ 400,000.00
Match Ratio: 1:1	50/50

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 nature observation pier, picnic facility, new landscaping and renovation of the existing parking area. 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

3 of 7

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	\$200,000	140002

Total Award	\$200,000	
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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: **A24046**

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 23, 2024		
Agenda Item Name		
Resolution No. 2024-006R and Budget Amendment		
Requested Action		
Staff Report		
As the council is aware, the city needs to expand Oak Hill Cemetery. The property was appraised at \$325,000.00 on October 8, 2023 by Gardner Consulting Services, Inc. Staff offered to purchase the property for \$325,000.00 plus one half of the applicable closing costs. Additionally, the city will need to clear the property and have it laid out appropriately for cemetery purposes, with an estimated cost of approximately \$400,000.00.		
Additional Analysis		
Fiscal Impact Summary		
This project will be funded from the Cemetery Fund and is not currently budgeted. Therefore, a budget amendment is needed from reserves in an amount not to exceed \$400,000.00. The amendment will fund the purchase in the amount of \$325,000.00 plus one half of applicable closing costs along with demolition and any other associated costs in clearing the property. Department Account Code: 13542-66101 (Land), 13542-66900 (Professional Services), and 13542-66300 (Capital-Other improvements),		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2024-006R - Cemetery Land Purchase (01.12.2024) 2024-006R - Cemetery Land Purchase (01.12.2024).pdf		



CITY OF CLERMONT
RESOLUTION NO. 2024-006R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT APPROVING THE AGREEMENT FOR THE PURCHASE OF CERTAIN REAL PROPERTY LOCATED AT 929 EAST AVENUE FROM STEVEN HAGE FOR USE BY THE CITY FOR CEMETERY EXPANSION AND OTHER APPROPRIATE PUBLIC USES FOR THE PURCHASE PRICE OF \$325,000 AND AUTHORIZING THE MAYOR AND CITY MANAGER TO PERFORM ALL ACTS NECESSARY AND APPROPRIATE TO CLOSE ON THE PROPERTY AS PROVIDED HEREIN. PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the purchase of real property located at 929 East Avenue for public purposes including expansion of the City’s cemetery is in the best interests of the citizens of the city of Clermont; and

WHEREAS, by appraisal dated October 8, 2023 completed by Gardner Consulting Services, Inc., the property was valued at \$325,000.

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

SECTION 1:

The City Council of the City of Clermont, Florida does hereby approve and authorizes the Mayor to enter into the contract attached hereto and incorporated herein as Exhibit “A” for the purchase of real property and the structure thereon located at 929 East Avenue, Clermont, FL for \$325,000 plus one half of the applicable closing costs. The City Council further authorizes the City Manager to perform all acts necessary and appropriate to close on the property, including, but not limited to, executing any and all documents at closing.

SECTION 2:

The City Manager is specifically authorized to withhold the formal written agreement and completion of the transaction upon determination of any matter or factor, hereafter coming to his/her attention which may indicate such action is not in the City’s best interest, provided that upon such withholding, the City Manager, with reasonable dispatch, shall present the issue to the City council, in session, for review and direction.

SECTION 3: CONFLICT

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



CITY OF CLERMONT
RESOLUTION NO. 2024-006R

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. 2024-006R

DONE AND RESOLVED by the Mayor of 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



CITY OF CLERMONT
RESOLUTION NO. 2024-006R

EXHIBIT A:

Residential Contract

"AS IS" Residential Contract
For Sale And Purchase
THIS FORM HAS BEEN APPROVED BY
THE FLORIDA REALTORS AND THE FLORIDA BAR

PARTIES: Steven Hage, a single person ("Seller"),
and The City of Clermont Florida, a Florida municipal corporation ("Buyer"),
agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property
(collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase
and any riders and addenda ("Contract"):

1. PROPERTY DESCRIPTION:

- (a) Street address, city, zip: 929 East Avenue, Clermont, Florida 34711
- (b) Located in: Lake County, Florida. Property Tax ID #: _____
- (c) Real Property: The legal description is The South 80 feet of the North 230 feet of the West 150 feet of Lots 3 and 4, Block P, Map of the Townsite of Clermont, according to the map or plat thereof, recorded in Plat Book 3, Page 5, Public Records of Lake County, Florida
together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or by other terms of this Contract.
- (d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items which are owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), light fixture(s), drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), thermostat(s), doorbell(s), television wall mount(s) and television mounting hardware, security gate and other access devices, mailbox keys, and storm shutters/storm protection items and hardware ("Personal Property").
Other Personal Property items included in this purchase are: _____
- Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.
- (e) The following items are excluded from the purchase: _____

PURCHASE PRICE AND CLOSING

- 2. PURCHASE PRICE** (U.S. currency): \$ 325,000.00
- (a) Initial deposit to be held in escrow in the amount of **(checks subject to Collection)** \$ 0.00
The initial deposit made payable and delivered to "Escrow Agent" named below
(CHECK ONE): (i) ☐ accompanies offer or (ii) ☐ is to be made within _____ (if left blank, then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN OPTION (ii) SHALL BE DEEMED SELECTED.
Escrow Agent Name: Nash Law Firm PA
Address: 9296 Westlinks Terrace, Seminole, FL 33777 Phone: 407.992.3673
Email: nnash@dsklawgroup.com Fax: _____
- (b) Additional deposit to be delivered to Escrow Agent within _____ (if left blank, then 10) days after Effective Date \$ _____
(All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")
- (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8.....
- (d) Other: \$ _____
- (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire transfer or other Collected funds (See STANDARD S) \$ 325,000.00

3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:

- (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before January 26, 2024, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day the counter-offer is delivered.
- (b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or initialed and delivered this offer or final counter-offer ("Effective Date").

- 4. CLOSING; CLOSING DATE:** The closing of this transaction shall occur when all funds required for closing are received by Closing Agent and Collected pursuant to STANDARD S and all closing documents required to be furnished by each party pursuant to this Contract are delivered ("Closing"). Unless modified by other provisions of

this Contract, the Closing shall occur on March 13, 2024 or sooner if agreed upon ("Closing Date"), at the time established by the Closing Agent.

5. EXTENSION OF CLOSING DATE:

- (a) In the event Closing funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"), if Paragraph 8(b) is checked, Loan Approval has been obtained, and lender's underwriting is complete, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 7 days.
- (b) If an event constituting "Force Majeure" causes services essential for Closing to be unavailable, including the unavailability of utilities or issuance of hazard, wind, flood or homeowners' insurance, Closing Date shall be extended as provided in STANDARD G.

6. OCCUPANCY AND POSSESSION:

- (a) Unless Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to the Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall have accepted the Property in its existing condition as of time of taking occupancy, see Rider T PRE-CLOSING OCCUPANCY BY BUYER.
- (b) ☐ **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING.** If Property is subject to a lease(s) or any occupancy agreements (including seasonal and short-term vacation rentals) after Closing or is intended to be rented or occupied by third parties beyond Closing, the facts and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that the lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of written notice of such election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Estoppel Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D, except that tenant Estoppel Letters shall not be required on seasonal or short-term vacation rentals. If Property is intended to be occupied by Seller after Closing, see Rider U POST-CLOSING OCCUPANCY BY SELLER.

- 7. ASSIGNABILITY: (CHECK ONE):** Buyer ☐ may assign and thereby be released from any further liability under this Contract; ☐ may assign but not be released from liability under this Contract; or ☐ may not assign this Contract. IF NO BOX IS CHECKED, THEN BUYER MAY NOT ASSIGN THIS CONTRACT.

FINANCING

8. FINANCING:

- ☒ (a) This is a cash transaction with no financing contingency.
- ☐ (b) This Contract is contingent upon, within _____ (if left blank, then 30) days after Effective Date ("Loan Approval Period"): (1) Buyer obtaining approval of a ☐ conventional ☐ FHA ☐ VA or ☐ other _____ (describe) mortgage loan for purchase of the Property for a **(CHECK ONE):** ☐ fixed, ☐ adjustable, ☐ fixed or adjustable rate in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed _____ % (if left blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of _____ (if left blank, then 30) years ("Financing"); and (2) Buyer's mortgage broker or lender having received an appraisal or alternative valuation of the Property satisfactory to lender, if either is required by lender, which is sufficient to meet the terms required for lender to provide Financing for Buyer and proceed to Closing ("Appraisal").

(i) Buyer shall make application for Financing within _____ (if left blank, then 5) days after Effective Date and use good faith and diligent effort to obtain approval of a loan meeting the Financing and Appraisal terms of Paragraph 8(b)(1) and (2), above, ("Loan Approval") within the Loan Approval Period and, thereafter, to close this Contract. Loan Approval which requires Buyer to sell other real property shall not be considered Loan Approval unless Rider V is attached.

Buyer's failure to use good faith and diligent effort to obtain Loan Approval during the Loan Approval Period shall be considered a default under the terms of this Contract. For purposes of this provision, "diligent effort" includes, but is not limited to, timely furnishing all documents and information required by Buyer's mortgage broker and lender and paying for Appraisal and other fees and charges in connection with Buyer's application for Financing.

(ii) Buyer shall, upon written request, keep Seller and Broker fully informed about the status of Buyer's mortgage loan application, loan processing, appraisal, and Loan Approval, including any Property related conditions of Loan Approval. Buyer authorizes Buyer's mortgage broker, lender, and Closing Agent to disclose such status

and progress and release preliminary and finally executed closing disclosures and settlement statements, as appropriate and allowed, to Seller and Broker.

(iii) If within the Loan Approval Period, Buyer obtains Loan Approval, Buyer shall notify Seller of same in writing prior to expiration of the Loan Approval Period; or, if Buyer is unable to obtain Loan Approval within Loan Approval Period but Buyer is satisfied with Buyer's ability to obtain Loan Approval and proceed to Closing, Buyer shall deliver written notice to Seller confirming same, prior to the expiration of the Loan Approval Period.

(iv) If Buyer is unable to obtain Loan Approval within the Loan Approval Period, or cannot timely meet the terms of Loan Approval, all after the exercise of good faith and diligent effort, Buyer may terminate this Contract by delivering written notice of termination to Seller prior to expiration of the Loan Approval Period; whereupon, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(v) If Buyer fails to timely deliver any written notice provided for in Paragraph 8(b)(iii) or (iv), above, to Seller prior to expiration of the Loan Approval Period, then Buyer shall proceed forward with this Contract as though Paragraph 8(a), above, had been checked as of the Effective Date; provided, however, Seller may elect to terminate this Contract by delivering written notice of termination to Buyer within 3 days after expiration of the Loan Approval Period and, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(vi) If Buyer has timely provided either written notice provided for in Paragraph 8b(iii), above, and Buyer thereafter fails to close this Contract, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default or inability to satisfy other contingencies of this Contract; or (2) Property related conditions of the Loan Approval (specifically excluding the Appraisal valuation) have not been met unless such conditions are waived by other provisions of this Contract; in which event(s) the Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

☐ (c) Assumption of existing mortgage (see Rider D for terms).

☐ (d) Purchase money note and mortgage to Seller (see Rider C for terms).

CLOSING COSTS, FEES AND CHARGES

9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

(a) COSTS TO BE PAID BY SELLER:

- Documentary stamp taxes and surtax on deed, if any
- Owner's Policy and Charges (if Paragraph 9(c)(i) is checked)
- Title search charges (if Paragraph 9(c)(iii) is checked)
- Municipal lien search (if Paragraph 9(c)(i) or (iii) is checked)
- Charges for FIRPTA withholding and reporting
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees
- Other: See Additional Terms Section 20

If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11, a sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual costs. Any unused portion of escrowed amount(s) shall be returned to Seller.

(b) COSTS TO BE PAID BY BUYER:

- Taxes and recording fees on notes and mortgages
- Recording fees for deed and financing statements
- Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- Survey (and elevation certification, if required)
- Lender's title policy and endorsements
- HOA/Condominium Association application/transfer fees
- Municipal lien search (if Paragraph 9(c)(ii) is checked)
- Other: See Additional Terms Section 20
- Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance
- Owner's Policy Premium (if Paragraph 9(c)(iii) is checked)

(c) **TITLE EVIDENCE AND INSURANCE:** At least 15 (if left blank, then 15, or if Paragraph 8(a) is checked, then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property, Seller shall furnish a copy to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium, title search and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set forth below. The title insurance premium charges for the owner's policy and any lender's policy will be calculated and allocated in accordance with Florida law, but may be reported differently on certain federally mandated closing disclosures and other closing documents. For purposes of this Contract "municipal lien search" means a

search of records necessary for the owner's policy of title insurance to be issued without exception for unrecorded liens imposed pursuant to Chapters 153, 159 or 170, F.S., in favor of any governmental body, authority or agency.

(CHECK ONE):

- ☐ (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges, and Buyer shall pay the premium for Buyer's lender's policy and charges for closing services related to the lender's policy, endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other provider(s) as Buyer may select; or
- ☐ (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and charges for closing services related to Buyer's lender's policy, endorsements and loan closing; or
- ☐ (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Buyer shall designate Closing Agent. Seller shall furnish a copy of a prior owner's policy of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence, which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C) municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than \$_____ (if left blank, then \$200.00) for abstract continuation or title search ordered or performed by Closing Agent.
- (d) **SURVEY:** At least 5 days prior to Closing Date, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.
- (e) **HOME WARRANTY:** At Closing, ☐ Buyer ☐ Seller ☒ N/A shall pay for a home warranty plan issued by _____ at a cost not to exceed \$_____. A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.
- (f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may be paid in installments **(CHECK ONE):**
- ☐ (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.
- ☐ (b) Seller shall pay, in full, prior to or at the time of Closing, any assessment(s) allowed by the public body to be prepaid. For any assessment(s) which the public body does not allow prepayment, OPTION (a) shall be deemed selected for such assessment(s).
- IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.
- This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190, F.S., or special assessment(s) imposed by a special district pursuant to Chapter 189, F.S., which lien(s) or assessment(s) shall be prorated pursuant to STANDARD K.

DISCLOSURES

10. DISCLOSURES:

- (a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.
- (b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed or otherwise disposed of pursuant to Section 553.79, F.S. If Seller identifies permits which have not been closed or improvements which were not permitted, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open permits or unpermitted improvements.
- (c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.
- (d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area"

or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer may terminate this Contract by delivering written notice to Seller within _____ (if left blank, then 20) days after Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property.

- (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.
- (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is mandatory.
- (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**
- (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
- (i) **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to FIRPTA.
- (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding sentence, Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation.

PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

- 11. PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS IS Maintenance Requirement"). See Paragraph 9(a) for escrow procedures, if applicable.

12. PROPERTY INSPECTION; RIGHT TO CANCEL:

- (a) **PROPERTY INSPECTIONS AND RIGHT TO CANCEL:** Buyer shall have _____ (if left blank, then 15) days after Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property and any violation of governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's lender.

- (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS Maintenance Requirement and has met all other contractual obligations.
- (c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open or needed permits, and shall promptly cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve such permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations, consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to expend, any money.
- (d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

ESCROW AGENT AND BROKER

13. ESCROW AGENT: Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the State of Florida and, subject to Collection, disburse them in accordance with terms and conditions of this Contract. Failure of funds to become Collected shall not excuse Buyer's performance. When conflicting demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order.

In any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this Contract.

14. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises Buyer and Seller to verify Property condition, square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor.

Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

DEFAULT AND DISPUTE RESOLUTION

15. DEFAULT:

- (a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall be split equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.
- (b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific performance.

This Paragraph 15 shall survive Closing or termination of this Contract.

16. DISPUTE RESOLUTION: Unresolved controversies, claims and other matters in question between Buyer and Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled as follows:

- (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph 16(b).
- (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall survive Closing or termination of this Contract.

17. ATTORNEY'S FEES; COSTS: The parties will split equally any mediation fee incurred in any mediation permitted by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

18. STANDARDS:

A. TITLE:

(i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**. If there exists at Closing any violation of items identified in (b) - (f) above, then the same shall be deemed a title defect. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

(ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period, deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c) electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

B. SURVEY: If Survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the preparation of such prior survey, to the extent the affirmations therein are true and correct.

C. INGRESS AND EGRESS: Seller represents that there is ingress and egress to the Real Property and title to the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

D. LEASE INFORMATION: Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security deposits paid by tenant(s) or occupant(s) ("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s) the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations thereunder.

E. LIENS: Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing statement, claims of lien or potential lienors known to Seller and (ii) that there have been no improvements or repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at Closing.

F. TIME: Time is of the essence in this Contract. Calendar days, based on where the Property is located, shall be used in computing time periods. Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, national legal public holiday (as defined in 5 U.S.C. Sec. 6103(a)), or a day on which a national legal public holiday is observed because it fell on a Saturday or Sunday, shall extend to the next calendar day which is not a Saturday, Sunday, national legal public holiday, or a day on which a national legal public holiday is observed.

G. FORCE MAJEURE: Buyer or Seller shall not be required to exercise or perform any right or obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the right or obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed,

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

caused or prevented by a Force Majeure event. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fires, or other acts of God, unusual transportation delays, wars, insurrections, civil unrest, or acts of terrorism, governmental actions and mandates, government shut downs, epidemics, or pandemics, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. The Force Majeure event will be deemed to have begun on the first day the effect of the Force Majeure prevents performance, non-performance, or the availability of services, insurance or required approvals essential to Closing. All time periods affected by the Force Majeure event, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure event no longer prevents performance under this Contract; provided, however, if such Force Majeure event continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

H. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:

(i) **LOCATION:** Closing will be conducted by the attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title insurance and will take place in the county where the Real Property is located at the office of the Closing Agent, or at such other location agreed to by the parties. If there is no title insurance, Seller will designate Closing Agent. Closing may be conducted by mail, overnight courier, or electronic means.

(ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s), owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable, the survey, flood elevation certification, and documents required by Buyer's lender.

(iii) **FinCEN GTO REPORTING OBLIGATION.** If Closing Agent is required to comply with a U.S. Treasury Department's Financial Crimes Enforcement Network ("FinCEN") Geographic Targeting Order ("GTO"), then Buyer shall provide Closing Agent with essential information and documentation related to Buyer and its Beneficial Owners, including photo identification, and related to the transaction contemplated by this Contract which are required to complete mandatory reporting, including the Currency Transaction Report; and Buyer consents to Closing Agent's collection and report of said information to IRS.

(iv) **PROCEDURE:** The deed shall be recorded upon Collection of all closing funds. If the Title Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to Collection of all closing funds**, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

J. ESCROW CLOSING PROCEDURE: If Title Commitment issued pursuant to Paragraph 9(c) does not provide for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

K. PRORATIONS; CREDITS: The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD pursuant to Chapter 190, F.S., and assessments imposed by special district(s) pursuant to Chapter 189, F.S.), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax. If Closing occurs on a date when current year's millage is not fixed but current year's assessment

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. In all cases, due allowance shall be made for the maximum allowable discounts and applicable homestead and other exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K shall survive Closing.

L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH: Seller shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-through (or follow-up walk-through if necessary) prior to Closing.

M. RISK OF LOSS: If, after Effective Date, but before Closing, Property is damaged by fire or other casualty ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated cost to complete restoration (not to exceed 1.5% of Purchase Price) will be escrowed at Closing. If actual cost of restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5% or receive a refund of the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

N. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however, cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT EXECUTION: Neither this Contract nor any notice of it shall be recorded in any public or official records. This Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in writing and may only be made by mail, facsimile transmission, personal delivery or email. A facsimile or electronic copy of this Contract and any signatures hereon shall be considered for all purposes as an original. This Contract may be executed by use of electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

P. INTEGRATION; MODIFICATION: This Contract contains the full and complete understanding and agreement of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be bound by it.

Q. WAIVER: Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.

R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Riders, addenda, and typewritten or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

S. COLLECTION or COLLECTED: "Collection" or "Collected" means any checks tendered or received, including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of closing documents may be delayed by Closing Agent until such amounts have been Collected in Closing Agent's accounts.

T. RESERVED.

U. APPLICABLE LAW AND VENUE: This Contract shall be construed in accordance with the laws of the State of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county where the Real Property is located.

V. FIRPTA TAX WITHHOLDING: If a seller of U.S. real property is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code ("Code") requires the buyer of the real property to withhold up to 15% of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

(IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding.

(i) No withholding is required under Section 1445 of the Code if the Seller is not a "foreign person". Seller can provide proof of non-foreign status to Buyer by delivery of written certification signed under penalties of perjury, stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds to the IRS.

(ii) If Seller is a foreign person and has received a Withholding Certificate from the IRS which provides for reduced or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the reduced sum required, if any, and timely remit said funds to the IRS.

(iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.

(iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this transaction, Seller shall deliver to Buyer, at Closing, the additional Collected funds necessary to satisfy the applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for disbursement in accordance with the final determination of the IRS, as applicable.

(v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms 8288 and 8288-A, as filed.

W. RESERVED

X. BUYER WAIVER OF CLAIMS: *To the extent permitted by law, Buyer waives any claims against Seller and against any real estate licensee involved in the negotiation of this Contract for any damage or defects pertaining to the physical condition of the Property that may exist at Closing of this Contract and be subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer. This provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall survive Closing.*

ADDENDA AND ADDITIONAL TERMS

19. ADDENDA: The following additional terms are included in the attached addenda or riders and incorporated into this Contract **(Check if applicable):**

- | | | |
|---|---|---|
| ☐ A. Condominium Rider | ☐ M. Defective Drywall | ☐ X. Kick-out Clause |
| ☐ B. Homeowners' Assn. | ☐ N. Coastal Construction Control Line | ☐ Y. Seller's Attorney Approval |
| ☐ C. Seller Financing | ☐ O. Insulation Disclosure | ☐ Z. Buyer's Attorney Approval |
| ☐ D. Mortgage Assumption | ☐ P. Lead Paint Disclosure (Pre-1978) | ☐ AA. Licensee Property Interest |
| ☐ E. FHA/VA Financing | ☐ Q. Housing for Older Persons | ☐ BB. Binding Arbitration |
| ☐ F. Appraisal Contingency | ☐ R. Rezoning | ☐ CC. Miami-Dade County Special Taxing District Disclosure |
| ☐ G. Short Sale | ☐ S. Lease Purchase/ Lease Option | ☐ DD. Seasonal/Vacation Rentals |
| ☐ H. Homeowners/Flood Ins. | ☐ T. Pre-Closing Occupancy | ☐ EE. PACE Disclosure |
| ☐ I. RESERVED | ☐ U. Post-Closing Occupancy | ☐ Other: _____ |
| ☐ J. Interest-Bearing Acct | ☐ V. Sale of Buyer's Property | _____ |
| ☐ K. RESERVED | ☐ W. Back-up Contract | _____ |
| ☐ L. RESERVED | | |

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20. ADDITIONAL TERMS: _____
Buyer and Seller shall equally split all closing costs except for prorations which shall be paid as specified in this Contract. _____

The Closing may occur earlier than specified in this Contract if the Buyer and Seller agree on an earlier date. _____

The inspection Period shall end on February 26, 2024. _____

The Clermont City Manager, Brian Bulthuis, is hereby authorized to execute all documents to close the sale and purchase of the Property. _____

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COUNTER-OFFER

☐ Seller counters Buyer's offer.

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611

**[The remainder of this page is intentionally left blank.
This Contract continues with Line 612 on Page 13 of 13.]**

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.

Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.

AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE COMPLETED.

ATTENTION: SELLER AND BUYER

CONVEYANCES TO FOREIGN BUYERS: Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property in violation of the Act.**

At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act. Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

The City of Clermont Florida, a Florida municipal corporation

Buyer: _____ Date: _____
The City of Clermont Florida, a Florida municipal corporation

Buyer: _____ Date: _____

Seller: _____ Date: _____
Steven Hage, a single person

Seller: _____ Date: _____

Buyer's address for purposes of notice
929 East Avenue, Clermont, Florida 34711

Seller's address for purposes of notice
685 West Montrose Street Clermont, Florida 34711

BROKER: Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers entitled to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Contract shall not modify any MLS or other offer of compensation made by Seller or Listing Broker to Cooperating Brokers.

N/A
Cooperating Sales Associate, if any

N/A
Listing Sales Associate

Cooperating Broker, if any

Listing Broker



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 23, 2024		
Agenda Item Name		
Bid Award <i>Lake Felter Park</i>		
Requested Action		
Requesting approval of bid award to William Medley Construction, Inc. d/b/a Medley Sports Construction to provide basketball resurfacing services to Lake Felter Park in the amount of \$69,950.		
Staff Report		
The Procurement Services Department and the Parks and Recreation Department recommend approval of the above action. The Procurement Services Department issued a Request for Bid (RFB) number 24-042 to acquire the resurfacing of Lake Felter Park west side basketball court. The RFB was competitively bid, formally advertised, and complies with the City of Clermont Procurement Policy and Procedures. There were four (4) responses to the RFB. The work includes removing and disposing of existing asphalt, installing a new 1.5-inch asphalt surface, painting and stripping the basketball court, and applying an acrylic coat to provide a smooth underlayment. Approved during the budget process from the Infrastructure Fund, account number 12572-66300. The award is being recommended to the single responsive bidder OR low responsive and responsible bidder, Medley Sports Construction, in the total amount of \$69,950, who complied with all terms, conditions, and specifications stated in the RFB.		
Additional Analysis		
Fiscal Impact Summary		
Project fully funded in Infrastructure Fund.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFB 24-042 Evaluation Tabulation	RFB 24-042 Evaluation Tabulation.pdf	
2. RFB 24-042 Notice of Intent to Award	RFB 24-042 Notice of Intent to Award.docx	



EVALUATION TABULATION

RFB No. RFB 24-042

Lake Felter Basketball Court Resurfacing Re-Bid

RESPONSE DEADLINE: January 4, 2024 at 12:00 am

Report Generated: Thursday, January 4, 2024

SELECTED VENDOR TOTALS

Vendor	Total
Medley Sports Construction	\$69,950.00
SUPERIOR ASPHALT, INC.	\$110,500.00
Mor Sports Group	\$114,770.40
Sport Surfaces Ilc.	\$115,000.00

TABLE 1

Selected	Line Item	Description	Quantity	Unit of Measure	Medley Sports Construction		Mor Sports Group		Sport Surfaces Ilc.		SUPERIOR ASPHALT, INC.	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Lake Felter Park - West Basketball Court, Asphalt Resurfacing	1	Lump Sum	\$69,950.00	\$69,950.00	\$114,770.40	\$114,770.40	\$115,000.00	\$115,000.00	\$110,500.00	\$110,500.00
Total						\$69,950.00		\$114,770.40		\$115,000.00		\$110,500.00



NOTICE OF INTENT TO AWARD
RFB No. RFB 24-042
Lake Felter Basketball Court Resurfacing Re-Bid

RESPONSE DEADLINE: January 4, 2024 at 12:00 am

Friday, January 5, 2024

After the careful and thorough review of all responses received to solicitation number RFB 24-042 titled Lake Felter Basketball Court Resurfacing Re-Bid, the City hereby issues this Award Recommendation to the following company:

Medley Sports Construction

Sincerely,

Freddy L. Suarez, MPA, CPPB
Procurement Services Director



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 23, 2024		
Agenda Item Name		
Piggyback Contract <i>Body Armor and Ballistic Resistant Products</i>		
Requested Action		
Requesting approval to piggyback the NASPO term contract number 46151500-NASPO-21-ACS with Point Blank Enterprises, Inc. to provide body armor and ballistic resistant products.		
Staff Report		
The Procurement Services Department and the Police Department recommend approval of the above action. At the request of the Police Department, the Procurement Services Department sought a contract from the National Association of State Procurement Officials (NASPO) number 46151500-NASPO-21-ACS, to purchase body armor and ballistic-resistant products. The NASPO contract was obtained through a fully competitive solicitation and complies with the City of Clermont Procurement Policy. The proposed contract start date is January 24, 2024, and ends on November 10, 2024 with one (1) year renewal at the option of the City. The estimated value is \$50,000 for the initial term of the contract. This contract will provide bulletproof vests and other body armor equipment on an as-needed basis for the Police Department. The budget will be determined on an annual basis by the Police Department and funded from the general fund, account number 10521-55203-21013. 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		
.Ballistic Vests are within budget and cost is approximately 30,000.00 per year depending on the amount of new Officers and vests that expire.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Executive Summary Award Recomendations Body Armor	Executive Summary Award Recomendations Body Armor.pdf	
2. Contract 1616587959 PointBlankFL	Contract 1616587959 PointBlankFL.pdf	

AWARD RECOMMENDATION EXECUTIVE SUMMARY

Portfolio: Body Armor & Ballistic-Resist and Protective Products

Potential Term: 5 years

Lead State: Colorado

Cooperative Contract Coordinator: Tara Larwick

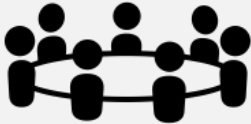
Recommendation Date: October 2, 2020

Solicitation Overview

\$ Benchmarks Current Average Pricing: \$* New Pricing: \$* Potential Savings %, \$* Current Suppliers: 5 New Suppliers: 7 Total Suppliers: 12 *based on additional suppliers responding to RFP and being awarded additional options may provide cost savings depending on customer selection, not all items are priced lower	Potential Volume Number of ITPs: 10 Current annual spend: \$38,600,000 2019 total spend from current NASPO contracts Current number of using states: 34 Potential Spend: Only eight states provided their current annual spend. This total amount is a little over \$10 million.
<u>Suppliers to be Awarded</u> Angel Armor, LLC Central Lake Armor Express Galvion Ballistics Ltd. GH Armor HighCom Armor Solutions, Inc. Midwest Armor, Inc Onyx Protective Group, Inc Point Blank Enterprises, Inc. Safariland LLC Slate Solutions, LLC Survival Armor Inc United Shield International, LLC <u>Suppliers Rejected</u> ADEN Combat Systems AEGIX Global Busch PROtective ATEK Defense Systems Covert Armor International LLC <u>Withdrawn</u> None	Key benefits of new agreements 1. Have added language into solicitation and contracts to make easier transition to new National Institute of Justice (NIJ) Standard that is due to be updated during the contract cycle. 2. RFP was written for inclusion of current and future sizing for vests as updates occur. 3. Categories have more clarification for handgun protection, rifle protection, spike protection, edged blade Protection, and combinations of these protections. 4. New agreements have additional clarity around options for agents and distributors of body armor so that additional manufacturers can more easily supply to all states/territories
Conclusion: The vendors to be awarded all received scores of 75 – 88% of total possible points. The rejected vendors all scored below 65% of the total possible points. The State of Colorado management has reviewed and approved these award recommendations.	

Sourcing Team Colorado (Lead) Montana Idaho Utah Washington Maryland Louisiana Texas	RFP Information Number: RFP-AR-21-001 Released: July 1, 2020 Closed: August 19, 2020 Total days posted: 50 Amendments: 2 Pre-Proposal Conf: July 15, 2020 Supplier Attendance: Done via webinar approx. 21 different suppliers
  Background The NASPO ValuePoint Management Board approved this solicitation for Body Armor and Ballistic-Resistant Protective Products. The resulting awards, with their Master Agreements and Participating Addendum process, would allow states to purchase Body Armor and Ballistic-Resistant Protective Products from vendors that meet the requirements of the National Institute of Justice for these protective products. The sourcing team, led by the State Colorado, issued a solicitation, received proposals, and met online to complete the evaluations. Their recommendations regarding the proposed awards are provided here for consideration by the NASPO ValuePoint Management Board. The sourcing team is recommending a total contract term of five years.	

Solicitation Evaluation Specifics

Evaluations September 22-24, 2020 Zoom Meetings	 Award Criteria On site response time Technical Component Total # of states served Recycling Plan Additional warranties												
Recommendation Awards include items in eleven product categories: <table border="0"> <tr> <td>1. Ballistic-resistant Vest</td> <td>7. K-9 Combination Vest</td> </tr> <tr> <td>2. Stab-resistant Vest</td> <td>8. Ballistic-resistant helmets</td> </tr> <tr> <td>3. Combination Vest</td> <td>9. Ballistic-resistant shields</td> </tr> <tr> <td>4. In Conjunction with Armor</td> <td>10. Carriers</td> </tr> <tr> <td>5. K-9 Ballistic-resistant Vest</td> <td>11. Accessories</td> </tr> <tr> <td>6. K-9 Stab-resistant Vest</td> <td></td> </tr> </table>		1. Ballistic-resistant Vest	7. K-9 Combination Vest	2. Stab-resistant Vest	8. Ballistic-resistant helmets	3. Combination Vest	9. Ballistic-resistant shields	4. In Conjunction with Armor	10. Carriers	5. K-9 Ballistic-resistant Vest	11. Accessories	6. K-9 Stab-resistant Vest	
1. Ballistic-resistant Vest	7. K-9 Combination Vest												
2. Stab-resistant Vest	8. Ballistic-resistant helmets												
3. Combination Vest	9. Ballistic-resistant shields												
4. In Conjunction with Armor	10. Carriers												
5. K-9 Ballistic-resistant Vest	11. Accessories												
6. K-9 Stab-resistant Vest													

Final scoring of Suppliers to be Awarded (scores are rounded) – presented alphabetically

Angel Armor	Armor Express	Galvion	GH Armor	HighCom Armor	Midwest Armor	ONYX
Technical Points						
41	43	41	44	42	40	37
Cost / Pricing Points						
21	23	22	26	24	22	23
Past Experience						
8	8	10	8	8	7	6
Executive Information						
9	9	9	10	8	8	9
Total Score						
79	83	82	88	82	77	75

Final scoring of Suppliers to be awarded (scores are rounded) (cont.).

Point Blank	Safariland	Slate Solutions	Survival Armor	United Shield
Technical Points				
36	39	37	41	37
Cost / Pricing Points				
26	27	24	26	23
Past Experience				
9	6	9	9	9
Executive Information				
8	9	9	9	8
Total Score				
79	81	79	85	77

Final scoring of Suppliers that will not be awarded (scores are rounded)

Aden	AEGIX	Atek Defense	Busch Protective	Covert
Technical Points				
1	25	21	19	24
Cost / Pricing Points				
10	13	10	13	16
Past Experience				
0	7	5	6	6
Executive Information				

0	7	8	5	6
Total Score				
11	52	44	43	52



**Alternate Contract Source (ACS)
No. 46151500-NASPO-21-ACS
For
Body Armor and Ballistic Resistant Products**

This Alternate Contract Source Contract (“ACS”) is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida (State), and Point Blank Enterprises, Inc. (Contractor), collectively referred to herein as the “Parties.”

This ACS, along with Exhibit A, Exhibit B, and Exhibit C, constitute the State of Florida Participating Addendum to the NASPO ValuePoint Master Agreement Number 164719, Body Armor and Ballistic Resistance Products (Master Agreement). This ACS covers the Body Armor and Ballistic Resistant Products let by the State of Colorado for use by state agencies and other entities, as permitted by their own laws, ordinances or rules.

The Department is authorized by section 287.042(16), Florida Statutes, “To evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined in writing to be cost-effective and in the best interest of the state, to enter into a written agreement authorizing an agency to make purchases under such contract.”

The State of Colorado acting by and through the National Association of State Procurement Officials’ (NASPO) cooperative contracting arm, NASPO ValuePoint, competitively procured Master Agreement Number 164719, attached hereto as Exhibit C. The Master Agreement became effective on November 13, 2020, and is scheduled to expire on November 10, 2022. Renewal options are available.

The Department evaluated the Master Agreement, and hereby acknowledges that use of the Master Agreement as an alternative source contract is cost-effective and in the best interest of the State.

Accordingly, the Parties agree as follows:

1. Term and Effective Date.

The initial term of this ACS will begin March 16, 2021, or on the date the ACS is fully signed by all Parties, whichever is later. The ACS will expire on November 10, 2022, unless terminated earlier by the Participating State or by the Department in accordance with Exhibit B, Special Contract Conditions.

**Alternate Contract Source (ACS)
No. 46151500-NASPO-21-ACS
For
Body Armor and Ballistic Resistant Products**

2. The ACS and Order of Precedence.

All Exhibits attached or listed below are incorporated in their entirety into, and will form part of, this ACS. Exhibit A, Exhibit B, and this ACS document constitute the Participating Addendum to the Master Agreement, and modify or supplement the terms and conditions of the Master Agreement. In the event of a conflict, the following order of precedence shall apply:

- a) This ACS and amendments, with the latest issued having priority.
- b) Exhibit A: Additional Special Contract Conditions
- c) Exhibit B: Special Contract Conditions
- d) Exhibit C: Master Agreement Number 164719, Body Armor and Ballistic Resistance Products

Where the laws and regulations of a state other than the State of Florida are cited or referenced in the Master Agreement, such citation or reference shall be replaced by the comparable Florida law or regulation.

3. Purchases off this ACS.

Upon execution of this ACS, agencies (as defined in section 287.012, Florida Statutes) may purchase products and services under this ACS using this State of Florida ACS No. 46151500-NASPO-21-ACS. Any product or service not offered on the Master Agreement is not approved for purchase under this ACS. Agencies acknowledge and agree to be bound by the terms and conditions of this ACS.

4. Primary Contacts

Department's Contract Manager:

Shaveon Nelson
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 922-1214
Email: Shaveon.Nelson@dms.fl.gov

Contractor's Contract Manager:

Daniela Domenecci
Point Blank Enterprises, Inc.
2102 SW 2nd Street

Alternate Contract Source (ACS)

No. 46151500-NASPO-21-ACS

For

Body Armor and Ballistic Resistant Products

Pompano Beach, Florida 33069

954-630-0900 ext. 1329

ddomenecci@pbearmor.com

6. Warranty of Authority

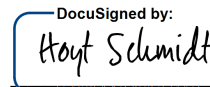
Each person signing this document warrants that he or she is duly authorized to do so and to bind the respective party.

7. Entire Agreement of the Parties

This document and amendments, with the latest issued having priority, and Exhibit A and Exhibit B constitute the Participating Addendum. The Participating Addendum and Exhibit C constitute the ACS Contract and the entire understanding of the Parties. Any amendments to this ACS must be in writing and signed by the Parties.

IN WITNESS THEREOF, the Parties hereto have caused this ACS, which includes the attached and incorporated Exhibits, to be executed by their undersigned officials as duly authorized. This ACS is not valid and binding until signed and dated by the Parties.

Point Blank Enterprises, Inc.

DocuSigned by:

D463FFDF86DE9A3...
Hoyt Schmidt
EVP of Commercial Business

3/1/2021 | 6:33 AM PST

Date:

**STATE OF FLORIDA,
DEPARTMENT OF
MANAGEMENT SERVICES**

DocuSigned by:

931438A211104A3...
Tami Fillyaw
Chief of Staff

3/1/2021 | 5:27 PM EST

Date:

**SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION**

Table of Contents

SECTION 1. DEFINITION..... 2

SECTION 2. CONTRACT TERM AND TERMINATION 2

SECTION 3. PAYMENT AND FEES..... 3

SECTION 4. CONTRACT MANAGEMENT..... 4

SECTION 5. COMPLIANCE WITH LAWS..... 6

SECTION 6. MISCELLANEOUS..... 7

SECTION 7. LIABILITY AND INSURANCE..... 9

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL
PROPERTY..... 10

SECTION 9. DATA SECURITY..... 12

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS..... 13

SECTION 11. CONTRACT MONITORING..... 14

SECTION 12. CONTRACT AUDITS..... 15

SECTION 13. BACKGROUND SCREENING AND SECURITY..... 16

SECTION 14. WARRANTY OF CONTRACTOR’S ABILITY TO PERFORM..... 17

In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
- (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.

The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at <https://www.respectofflorida.org>.

4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <https://www.pride-enterprises.org>.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.7 Time is of the Essence.

Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.

Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the 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) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency 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 records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information. If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.

Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.

The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.

If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

11.3.2 Liquidated Damages.

The Contractor acknowledges that delayed performance will damage the Department/Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor'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 will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the 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 the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;

- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.



ADDITIONAL SPECIAL CONTRACT CONDITIONS

Exhibit A

The Contractor and Customers acknowledge and agree to be bound by the terms and conditions of the Master Agreement except as otherwise specified in the Department's ACS as modified and supplemented by the Special Contract Conditions and these Additional Special Contract Conditions.

Contractor acknowledges that the Participating State is an agency of the State of Florida and as such, the ACS will include the terms and conditions in these Additional Special Contract Conditions. All references to the ACS in these Additional Special Contract Conditions include the terms and conditions herein.

- A. Orders: Contractor must be able to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders.
- B. Contractor and Applicable Subcontractors, Affiliates, Partners, Resellers, Distributors, and Dealers: By execution of the ACS, the Contractor acknowledges that it will not be released of its contractual obligations to the Department or Customer because of any failure of a subcontractor, reseller, distributor, or dealer. The ACS terms are applicable to subcontractors, resellers, distributors, and dealers and shall apply to the Contractor's applicable subcontractors, affiliates, partners, resellers, distributors, and dealers providing commodities and performing services in furtherance of the ACS. The Contractor is fully responsible for satisfactory completion of all work performed under the ACS.
- C. Purchases Prerequisites: Before fulfilling any Customer purchases and receiving payment, the Contractor and applicable subcontractors, affiliates, partners, resellers, distributors, and dealers must have met the following requirements, unless further notated below:
 - Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
 - Be registered in the MFMP Vendor Information Portal (<https://vendor.myfloridamarketplace.com>) *only required by applicable subcontractors, affiliates, partners, resellers, distributors, and dealers if receiving payment.
 - Not be on the State's Convicted, Suspended, or Discriminatory Vendor lists (http://www.dms.myflorida.com/business_operations/State_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists)
 - Have a copy of e-Verify status on file *only required if applicable.
 - Have a current W-9 filed with the Florida Department of Financial Services (<https://flvendor.myfloridacfo.com>) *only required by applicable subcontractors, affiliates, partners, resellers, distributors, and dealers if receiving payment.

Contractor shall include in any subcontractor, affiliate, partner, reseller, distributor, and dealer agreement a requirement to adhere to the purchase prerequisite terms set forth above, if applicable.

- D. MFMP Electronic Invoicing: The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the Customer through one of the mechanisms as listed below:

1) EDI (Electronic Data Interchange)

This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.

2) PO Flip via AN

This online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. The Contractor has the ability to create an invoice directly from their inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

The Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a State contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within MFMP. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within MFMP the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the ACS.

The Contractor will work with the MFMP management team to obtain specific requirements for the electronic invoicing if needed.

- E. ACS Reporting: The Contractor shall provide the Department the following accurate and complete reports associated with this ACS.

1) Contract Quarterly Sales Reports. The Contractor shall submit Quarterly Sales Reports to the Department's Contract Manager within 30 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30). The Contractor's first Quarterly Sales Report will be due 30 calendar days after the first full quarter following ACS execution.

Reports must be submitted in MS Excel format and can be retrieved by accessing the following link at [FL DMS Quarterly Sales Report Form](#). The report shall include all Customer sales received and associated with this ACS during the quarter. Initiation and submission of the Quarterly Sales Report is the responsibility of the Contractor without prompting or notification from the Department's Contract Manager. If no orders are received during the period, the Contractor must submit a report stating that there was no activity. If the Contractor fails to submit two consecutive quarterly sales reports, the ACS may be terminated, or the Department may choose to not renew the ACS.

- 2) **Certified and Minority Business Enterprises Report.** Upon Customer request, the Contractor shall report to each Customer, spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, minority code, and Federal Employer Identification Number of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.
 - 3) **Ad Hoc Sales Reports.** The Department may require additional ACS sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports within the timeframe specified by the Department.
 - 4) **MFMP Transaction Fee Reports.** The Contractor shall submit monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located on the [Transaction Fee and Reporting website](#). Assistance with the transaction fee reporting system is also available from the MFMP Customer Service Desk by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.
- F. **Financial Consequences:** The following financial consequences will apply to the Contractor's non-performance of the provision of the Quarterly Sales Reports and the MFMP Transaction Fee Reports. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as ACS termination or nonrenewal, when the Contractor has failed to comply with these provisions of the ACS. The Contractor and the Department agree that the financial consequences for non-performance are an estimate of damages which are difficult to ascertain and are not penalties.

The financial consequences will be paid via check or money order and made out to the Department of Management Services in U.S. dollars within 30 calendar days after the required report submission date. These consequences are individually assessed for failures over each target period beginning with the first full month or quarter of the contract performance and every month or quarter, respectively, thereafter.

Financial Consequences Chart

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance (Per Calendar Day Late/Complete Report Not Received by
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			the Contract Manager)
Contractor will timely submit complete Quarterly Sales Reports	All Quarterly Sales Reports will be submitted timely with the required information	Reports are due on or before the 30 th calendar day after the close of each State fiscal quarter	\$250
Contractor will timely submit complete MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Reports are due on or before the 15 th calendar day after the close of each month	\$100

Quarterly reporting timeframes coincide with the State Fiscal Year as follows:

- Quarter 1 - (July-September) – due 30 calendar days after close of the period
- Quarter 2 - (October-December) – due 30 calendar days after close of the period
- Quarter 3 - (January-March) – due 30 calendar days after close of the period
- Quarter 4 - (April-June) – due 30 calendar days after close of the period

The Department may not consider renewal of the ACS or price adjustments if the Contractor is late on submitting required reports or paying for outstanding fees owed.

- G. Business Review Meetings: Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer will provide the format for the Contractor's agenda. In the event the Department or Customer schedules a business review meeting, the Contractor shall submit the completed agenda to the Department or Customer for review and acceptance prior to the meeting. The Contractor shall address the agenda items and any of the Department's or Customer's additional concerns at the meeting. At a minimum, the agenda items may include:
- a. ACS compliance
 - b. Savings report (in dollar amount and cost avoidance)
 - c. Spend reports by Customer
 - d. Recommendations for improved compliance and performance

Failure to comply with this section may result in the Contractor being placed on a Corrective Action Plan and possible termination of the ACS.

- H. E-verify. The following terms replace Section 13.2 of Exhibit B, Special Contract Conditions in its entirety.
- The Contractor (and its subcontractors) have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees. By executing this ACS, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees. The Contractor must obtain an affidavit from

its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. In order to implement this provision, the Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) days of ACS execution. This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one (1) year after the date of such termination. The Department reserves the right to order the immediate termination of any contract between the Contractor and a subcontractor performing work on its behalf should the Department develop a good faith belief that the subcontractor has knowingly violated section 448.095(1), F.S.

MASTER AGREEMENT AMENDMENT

Amendment # 1	Master Agreement # 164719	Amendment CMS # 174637
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1. PARTIES

This Amendment to the above-referenced Master Agreement ("Contract") is entered into by and between **Point Blank Enterprises, Inc** (hereinafter called "Contractor"), and the State of Colorado, acting by and through the Department of Personnel & Administration, State Purchasing & Contracts Office (hereinafter called the "State"), and collectively referred to as the "Parties."

2. EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. FACTUAL RECITALS

The Parties entered into a Master Agreement effective **November 10, 2020**, that authorized Participating States to execute Participating Addenda with the Contractor for Body Armor and Ballistic Resistant Products, as set forth in the NASPO ValuePoint Master Agreement, Contract number **164719**.

4. CONSIDERATION

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment.

5. LIMITS OF EFFECT

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

6. MODIFICATIONS

Per Section 1.4.2 of the Master Agreement, this Amendment shall extend the Contract for an additional term, beginning on November 11, 2022, and ending on November 10, 2023.

7. START DATE

This Amendment shall take effect on the later of the Effective Date or November 11, 2022.

8. ORDER OF PRECEDENCE

Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Master Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control.

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

CONTRACTOR Point Blank Enterprises, Inc By: <u>Hoyt Schmidt</u> Title: <u>EVP</u> DocuSigned by: <u>Hoyt Schmidt</u> Date: <u>4/18/2022</u>	STATE OF COLORADO Jared S. Polis, Governor Department of Personnel and Administration Tony Gherardini, Executive Director By: <u>John Chapman</u>, State Purchasing Manager Date: <u>4/19/2022</u>
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ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Amendment is not valid until signed and dated below by the State Controller or delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
By: Rachael Kamlet
6D1AC497138C48B... Rachael Kamlet

Date: 4/21/2022

MASTER AGREEMENT AMENDMENT

Amendment # 2	Master Agreement # 164719	Amendment CMS # 182869
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1. PARTIES

This Amendment to the above-referenced Master Agreement (“Contract”) is entered into by and between **Point Blank Enterprises, Inc.** (hereinafter called “Contractor”), and the State of Colorado, acting by and through the Department of Personnel & **Administration, State Purchasing & Contracts Office** (hereinafter called the “State”), and collectively referred to as the “Parties.”

2. EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the “Effective Date”). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. FACTUAL RECITALS

- A. The Parties entered into a Master Agreement effective **November 10, 2020**, that authorized Participating States to execute Participating Addenda with the Contractor for Body Armor and Ballistic Resistant Products, as set forth in the NASPO ValuePoint Master Agreement, Contract number 164719.
- B. The Contract was extended for an additional term beginning on November 11, 2022 and ending on November 10, 2023, via the issuance of Amendment #1, CMS # 174637.

4. CONSIDERATION

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment.

5. LIMITS OF EFFECT

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

6. MODIFICATIONS

Per Section 1.4.2 of the Master Agreement, this Amendment shall extend the Contract for an additional term, beginning on November 11, 2023, and ending on November 10, 2024.

7. START DATE

This Amendment shall take effect on the later of the Effective Date or November 11, 2023.

8. ORDER OF PRECEDENCE

Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Master Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control.

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

CONTRACTOR Point Blank Enterprises, Inc. By: <u>Hoyt Schmidt</u> Title: <u>EVP</u> DocuSigned by: <u>Hoyt Schmidt</u> D463EFDF86DE4A5... Signature Date: <u>5/24/2023</u>	STATE OF COLORADO Jared S. Polis, Governor Department of Personnel and Administration Tony Gherardini, DocuSigned by: <u>Executive Director</u> D55AFDEB55514... Signature By: <u>John Chapman, State Purchasing Manager</u> Date: <u>5/24/2023</u>
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ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Amendment is not valid until signed and dated below by the State Controller or delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: DocuSigned by: Nathan Manley **Date:** 5/24/2023
2BACCB34687446E... Nathan Manley

ATTACHMENT E - PRODUCT AND PRICE

Vendor Name:										
MARKET BASKET ITEMS										
Product	Type	Manufacturer (Brand and Series)	Manufacturer Catalog #	NIJ - CPL Model Designation	Gender (M=Male, N=Neutral, F=Female)	NIJ Standard(s)	Threat Level	MSRP	BID Price	% Discount
Ballistic-resistant Vest (including carrier)	Handgun Protection				M or N	0101.06	IIA			#DIV/0!
Ballistic-resistant Vest (including carrier)	Handgun Protection				M or N	0101.06	II			#DIV/0!
Ballistic-resistant Vest (including carrier)	Handgun Protection				M or N	0101.06	IIIA			#DIV/0!
Ballistic-resistant Vest (including carrier)	Handgun Protection				F	0101.06	IIA			#DIV/0!
Ballistic-resistant Vest (including carrier)	Handgun Protection				F	0101.06	II			#DIV/0!
Ballistic-resistant Vest (including carrier)	Handgun Protection				F	0101.06	IIIA			#DIV/0!
Ballistic-resistant rifle plate(s) (including carrier)	Rifle Protection				M or N	0101.06	III			#DIV/0!
Ballistic-resistant rifle plate(s) (including carrier)	Rifle Protection				M or N	0101.06	IV			#DIV/0!
Ballistic-resistant Stand-alone Plate	Rifle Protection				M or N	0101.06	III			#DIV/0!
Ballistic-resistant Stand-alone Plate	Rifle Protection				M or N	0101.06	IV			#DIV/0!
In Conjunction With (ICW) Armor (soft armor and ICW plate)	Rifle Protection				M or N	0101.06	III			#DIV/0!
In Conjunction With (ICW) Armor (soft armor and ICW plate)	Rifle Protection				M or N	0101.06	IV			#DIV/0!
Stab-resistant Vest (including carrier)	Spike Protection				M or N	0115.00	1/Spike			#DIV/0!
Stab-resistant Vest (including carrier)	Spike Protection				F	0115.00	1/Spike			#DIV/0!
Stab-resistant Vest (including carrier)	Spike Protection				M or N	0115.00	2/Spike			#DIV/0!
Stab-resistant Vest (including carrier)	Spike Protection				F	0115.00	2/Spike			#DIV/0!
Stab-resistant Vest (including carrier)	Spike Protection				M or N	0115.00	3/Spike			#DIV/0!
Stab-resistant Vest (including carrier)	Spike Protection				F	0115.00	3/Spike			#DIV/0!
Stab-resistant Vest (including carrier)	Edged Blade Protection				M or N	0115.00	1/Edged Blade			#DIV/0!
Stab-resistant Vest (including carrier)	Edged Blade Protection				F	0115.00	1/Edged Blade			#DIV/0!
Stab-resistant Vest (including carrier)	Edged Blade Protection				M or N	0115.00	2/Edged Blade			#DIV/0!
Stab-resistant Vest (including carrier)	Edged Blade Protection				F	0115.00	2/Edged Blade			#DIV/0!
Stab-resistant Vest (including carrier)	Edged Blade Protection				M or N	0115.00	3/Edged Blade			#DIV/0!
Stab-resistant Vest (including carrier)	Edged Blade Protection				F	0115.00	3/Edged Blade			#DIV/0!
Stab-resistant Vest (including carrier)	Spike-Edged Blade				M or N	0115.00	1/Spike- 1/Edged Blade			#DIV/0!
Stab-resistant Vest (including carrier)	Spike-Edged Blade				F	0115.00	1/Spike- 1/Edged Blade			#DIV/0!
Stab-resistant Vest (including carrier)	Spike-Edged Blade				M or N	0115.00	1/Spike- 2/Edged Blade			#DIV/0!
Stab-resistant Vest (including carrier)	Spike-Edged Blade				F	0115.00	1/Spike- 2/Edged Blade			#DIV/0!
Stab-resistant Vest (including carrier)	Spike-Edged Blade				M or N	0115.00	1/Spike- 3/Edged Blade			#DIV/0!
Stab-resistant Vest (including carrier)	Spike-Edged Blade				F	0115.00	1/Spike- 3/Edged Blade			#DIV/0!
Stab-resistant Vest (including carrier)	Spike-Edged Blade				M or N	0115.00	2/Spike- 1/Edged Blade			#DIV/0!
Stab-resistant Vest (including carrier)	Spike-Edged Blade				F	0115.00	2/Spike- 1/Edged Blade			#DIV/0!
Stab-resistant Vest (including carrier)	Spike-Edged Blade				M or N	0115.00	2/Spike- 2/Edged Blade			#DIV/0!
Stab-resistant Vest (including carrier)	Spike-Edged Blade				F	0115.00	2/Spike- 2/Edged Blade			#DIV/0!
Stab-resistant Vest (including carrier)	Spike-Edged Blade				M or N	0115.00	2/Spike- 3/Edged Blade			#DIV/0!
Stab-resistant Vest (including carrier)	Spike-Edged Blade				F	0115.00	2/Spike- 3/Edged Blade			#DIV/0!
Stab-resistant Vest (including carrier)	Spike-Edged Blade				M or N	0115.00	3/Spike- 1/Edged Blade			#DIV/0!
Stab-resistant Vest (including carrier)	Spike-Edged Blade				F	0115.00	3/Spike- 1/Edged Blade			#DIV/0!
Stab-resistant Vest (including carrier)	Spike-Edged Blade				M or N	0115.00	3/Spike- 2/Edged Blade			#DIV/0!
Stab-resistant Vest (including carrier)	Spike-Edged Blade				F	0115.00	3/Spike- 2/Edged Blade			#DIV/0!
Stab-resistant Vest (including carrier)	Spike-Edged Blade				M or N	0115.00	3/Spike- 3/Edged Blade			#DIV/0!
Stab-resistant Vest (including carrier)	Spike-Edged Blade				F	0115.00	3/Spike- 3/Edged Blade			#DIV/0!
Combination Vest (including carrier)	Handgun-Spike				M or N	0101.06-0115.00	IIA-2/Spike			#DIV/0!
Combination Vest (including carrier)	Handgun-Spike				F	0101.06-0115.00	IIA-2/Spike			#DIV/0!
Combination Vest (including carrier)	Handgun-Spike				M or N	0101.06-0115.00	II-2/Spike			#DIV/0!
Combination Vest (including carrier)	Handgun-Spike				F	0101.06-0115.00	II-2/Spike			#DIV/0!
Combination Vest (including carrier)	Handgun-Spike				M or N	0101.06-0115.00	IIIA-2/Spike			#DIV/0!
Combination Vest (including carrier)	Handgun-Spike				F	0101.06-0115.00	IIIA-2/Spike			#DIV/0!
Combination Vest (including carrier)	Handgun-Spike				M or N	0101.06-0115.00	IIA-3/Spike			#DIV/0!
Combination Vest (including carrier)	Handgun-Spike				F	0101.06-0115.00	IIA-3/Spike			#DIV/0!
Combination Vest (including carrier)	Handgun-Spike				M or N	0101.06-0115.00	II-3/Spike			#DIV/0!
Combination Vest (including carrier)	Handgun-Spike				F	0101.06-0115.00	II-3/Spike			#DIV/0!
Combination Vest (including carrier)	Handgun-Spike				M or N	0101.06-0115.00	IIIA-3/Spike			#DIV/0!
Combination Vest (including carrier)	Handgun-Spike				F	0101.06-0115.00	IIIA-3/Spike			#DIV/0!
Combination Vest (including carrier)	Handgun-Spike-Edged Blade				M or N	0101.06-0115.00	II-2/Spike-2/Edged Blade			#DIV/0!
Combination Vest (including carrier)	Handgun-Spike-Edged Blade				F	0101.06-0115.00	II-2/Spike-2/Edged Blade			#DIV/0!
Combination Vest (including carrier)	Handgun-Spike-Edged Blade				M or N	0101.06-0115.00	IIIA-2/Spike-2/Edged Blade			#DIV/0!
Combination Vest (including carrier)	Handgun-Spike-Edged Blade				F	0101.06-0115.00	IIIA-2/Spike-2/Edged Blade			#DIV/0!
K-9 Vest	Ballistic, Stab, or Comb.				N/A	To be specified by manufacturer	To be specified by manufacturer			#DIV/0!
Ballistic Shields	Handgun or Rifle Protection				N/A	0108.01	To be specified by manufacturer			#DIV/0!
Ballistic Helmet	Handgun Protection				N/A	0106.01	To be specified by manufacturer			#DIV/0!

INSTRUCTIONS FOR MARKET BASKET ITEMS:	NON-MARKET BASKET ITEMS					
1. Offeror must provide information for at least one of the Market Basket Products. 2. Offeror must fill in Column C, D, E, I and J for all Market Basket Products they are providing information for. 3. Offeror should submit lowest customer price point for the Market Basket Product(s). 4. Offeror cannot submit pricing or information for Products not listed in the Market Basket. 5. Offeror must submit ALL required information.	Product	Type	Size	Gender (M=Male, N=Neutral, F=Female)	Threat Level	Minimum % Discount from MSRP (per each)
	Trauma Pack	Soft	All	N/A	N/A	
	Trauma Plate	Hard	All	N/A	N/A	
	Insert	Soft or Hard	All	N/A	N/A	
	Protector (groin, shoulder, throat, etc.)	Soft or Hard	All	N/A	All	
INSTRUCTIONS FOR NON-MARKET BASKET ITEMS	Carriers	Uniform, Concealable, Tactical	All	M, F, N	N/A	
1. Offeror is not required to provide information for any of the Non-Market Basket Items. 2. Offeror can provide information for any or all of the Non-Market Basket Items. 3. Offeror must fill out Column K, which indicates what the minimum discount % from MSRP is that they will provide for that Product. Note: If a larger discount is offered for a Ballistic K-9 Vest, than it is for a Stab K-9 Vest, then Offeror should list what the discount is for the Stab Vest. This principal needs to apply to all Products listed in the Non-Market Basket. 4. Offeror cannot submit pricing or information for Products not listed in the Non-Market Basket Items. 5. If Offeror does not provide any information in Column K, then they will not be able to provide that Product on their Contract, should they be offered an Award.	Pouches	All	All	N/A	N/A	
	Replacement Vest Straps	All	All	N/A	N/A	
	ID Patches	All	All	N/A	N/A	
	Carry Bags	Vest, Shield, Helmet	All	N/A	N/A	
	Face Shields	All	All	N/A	N/A	
	Helmet Accessories	All	N/A	N/A	N/A	
	Shield LED Lights	All	All	N/A	N/A	
	Shield Accessories	All	N/A	N/A	N/A	
	Other Accessories	All	N/A	N/A	N/A	



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 23, 2024		
Agenda Item Name		
Pay & Class Scale Amendment and Employee Merit Pay Increase for Fiscal Year 2024		
Requested Action		
Request approval of a revised Pay and Classification Schedule effective April 1, 2024 that adjusts the minimum and maximum pay of all pay grades up by 2.5% and a merit pay increase of up to 5% for general employees (excluding police and fire union employees). A 5% merit pay increase was included in the FY 2024 budget.		
Staff Report		
On March 14, 2023, City Council approved a revised performance evaluation/merit pay plan to be completed and effective the first full pay period in April starting in 2024, and effective in April 2024 and every year after, the minimum and maximum of all pay grades shall be adjusted at 50% of whatever the council approves as the maximum merit pay for employees. Staff is proposing up to 5% merit pay increase for general employees (excluding police and fire union employees). Merit pay is based on an employee's annual performance evaluation. If approved, the pay and classification schedule would therefore be adjusted by 2.5% for the minimum and maximum of all paygrades and the merit pay increases will be reflected on employees' April 12, 2024 paycheck. The 5% merit pay increase was included in the FY 2024 Budget.		
Additional Analysis		
Fiscal Impact Summary		
The above noted merit pay increases of up to 5% are included in the approved FY 2024 Budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Pay and Classification Schedule effective 04.01.24 FINAL	Pay and Classification Schedule effective 04.01.24 FINAL.pdf	

City of Clermont
Pay and Classification Schedule
Effective April 1, 2024

Title	Grade	Hourly Minimum	Hourly Maximum	Annual Minimum	Annual Maximum	FLSA Exempt (*)
MAINTENANCE WORKER I	101	\$15.38	\$23.46	\$31,990.40	\$48,796.80	
METER READER	101	\$15.38	\$23.46	\$31,990.40	\$48,796.80	
PARKS AND RECREATION ATTENDANT***	101	\$15.38	\$23.46			
RECEPTIONIST***	101	\$15.38	\$23.46			
LIFEGUARD***	102	\$16.17	\$24.69			
LEAD LIFEGUARD***	104	\$17.84	\$27.33			
MAINTENANCE WORKER II	104	\$17.84	\$27.33	\$37,107.20	\$56,846.40	
OPERATOR TRAINEE	104	\$17.84	\$27.33	\$37,107.20	\$56,846.40	
PARK RANGER***	104	\$17.84	\$27.33			
POLICE SERVICE AIDE I***	104	\$17.84	\$27.33			
STAFF ASSISTANT	104	\$17.84	\$27.33	\$37,107.20	\$56,846.40	
CUSTOMER SERVICE REPRESENTATIVE	105	\$18.75	\$28.75	\$39,000.00	\$59,800.00	
MAINTENANCE WORKER III	105	\$18.75	\$28.75	\$39,000.00	\$59,800.00	
PUBLIC SERVICES LOCATOR	105	\$18.75	\$28.75	\$39,000.00	\$59,800.00	
SWIM INSTRUCTOR***	105	\$18.75	\$28.75			
CONSTRUCTION SPECIALIST	106	\$19.72	\$30.27	\$41,017.60	\$62,961.60	
CREW LEADER	106	\$19.72	\$30.27	\$41,017.60	\$62,961.60	
LEAD PARK RANGER	106	\$19.72	\$30.27	\$41,017.60	\$62,961.60	
LEAD STORMWATER WORKER	106	\$19.72	\$30.27	\$41,017.60	\$62,961.60	
SANITATION DRIVER	106	\$19.72	\$30.27	\$41,017.60	\$62,961.60	
UTILITY TECHNICIAN	106	\$19.72	\$30.27	\$41,017.60	\$62,961.60	
UTILITY WORKER	106	\$19.72	\$30.27	\$41,017.60	\$62,961.60	
ACCOUNTING SPECIALIST I	107	\$20.74	\$31.87	\$43,139.20	\$66,289.60	
ADMINISTRATIVE ASSISTANT	107	\$20.74	\$31.87	\$43,139.20	\$66,289.60	
ASSISTANT SWIM COACH***	107	\$20.74	\$31.87			
CEMETERY CARETAKER	107	\$20.74	\$31.87	\$43,139.20	\$66,289.60	
IRRIGATION/TURF TECHNICIAN	107	\$20.74	\$31.87	\$43,139.20	\$66,289.60	
LEAD CUSTOMER SERVICE REPRESENTATIVE	107	\$20.74	\$31.87	\$43,139.20	\$66,289.60	
LEAD UTILITY WORKER	107	\$20.74	\$31.87	\$43,139.20	\$66,289.60	

* Exempt

***Positions designated as PT (shown in an hourly rate only)

City of Clermont
Pay and Classification Schedule
Effective April 1, 2024

Title	Grade	Hourly Minimum	Hourly Maximum	Annual Minimum	Annual Maximum	FLSA Exempt (*)
PERMIT TECHNICIAN	107	\$20.74	\$31.87	\$43,139.20	\$66,289.60	
PROCUREMENT SPECIALIST	107	\$20.74	\$31.87	\$43,139.20	\$66,289.60	
PUBLIC SERVICES TECHNICIAN	107	\$20.74	\$31.87	\$43,139.20	\$66,289.60	
SANITATION TECHNICIAN	107	\$20.74	\$31.87	\$43,139.20	\$66,289.60	
UTILITY BILLING SPECIALIST	107	\$20.74	\$31.87	\$43,139.20	\$66,289.60	
BOX OFFICE LEAD	108	\$21.81	\$33.55	\$45,364.80	\$69,784.00	
CODE ENFORCEMENT OFFICER	108	\$21.81	\$33.55	\$45,364.80	\$69,784.00	
CRIMINAL INTELLIGENCE ANALYST	108	\$21.81	\$33.55	\$45,364.80	\$69,784.00	
EVIDENCE CUSTODIAN/CRIME SCENE INVESTIGATOR	108	\$21.81	\$33.55	\$45,364.80	\$69,784.00	
HEAD SWIM COACH***	108	\$21.81	\$33.55			
LEAD PERMIT TECHNICIAN	108	\$21.81	\$33.55	\$45,364.80	\$69,784.00	
LEAD SWIM INSTRUCTOR***	108	\$21.81	\$33.55			
PARKS AND RECREATION SPECIALIST	108	\$21.81	\$33.55	\$45,364.80	\$69,784.00	
WATER CONSERVATION OFFICER	108	\$21.81	\$33.55	\$45,364.80	\$69,784.00	
FOREMAN	109	\$22.95	\$35.32	\$47,736.00	\$73,465.60	
GIS SPECIALIST	109	\$22.95	\$35.32	\$47,736.00	\$73,465.60	
INFORMATION TECHNOLOGY TECHNICIAN	109	\$22.95	\$35.32	\$47,736.00	\$73,465.60	
LEAD CODE ENFORCEMENT OFFICER	109	\$22.95	\$35.32	\$47,736.00	\$73,465.60	
MECHANIC	109	\$22.95	\$35.32	\$47,736.00	\$73,465.60	
MUNICIPAL RECORDS SPECIALIST	109	\$22.95	\$35.32	\$47,736.00	\$73,465.60	
OPERATOR	109	\$22.95	\$35.32	\$47,736.00	\$73,465.60	
POLICE SERVICE AIDE II	109	\$22.95	\$35.32	\$47,736.00	\$73,465.60	
STAGE TECHNICIAN	109	\$22.95	\$35.32	\$47,736.00	\$73,465.60	
CRIME SCENE AND EVIDENCE SUPERVISOR	110	\$24.14	\$37.20	\$50,211.20	\$77,376.00	
RECORDS SUPERVISOR	110	\$24.14	\$37.20	\$50,211.20	\$77,376.00	
WATER CONSERVATION COORDINATOR	110	\$24.14	\$37.20	\$50,211.20	\$77,376.00	
CHIEF MECHANIC	111	\$25.40	\$39.19	\$52,832.00	\$81,515.20	
COMMUNICATIONS COORDINATOR	111	\$25.40	\$39.19	\$52,832.00	\$81,515.20	
FIRE SPECIAL PROJECTS COORDINATOR	111	\$25.40	\$39.19	\$52,832.00	\$81,515.20	

* Exempt

***Positions designated as PT (shown in an hourly rate only)

City of Clermont
Pay and Classification Schedule
Effective April 1, 2024

Title	Grade	Hourly Minimum	Hourly Maximum	Annual Minimum	Annual Maximum	FLSA Exempt (*)
HUMAN RESOURCES COORDINATOR	111	\$25.40	\$39.19	\$52,832.00	\$81,515.20	
PLANNING AND DEVELOPMENT COORDINATOR	111	\$25.40	\$39.19	\$52,832.00	\$81,515.20	
PROCUREMENT COORDINATOR	111	\$25.40	\$39.19	\$52,832.00	\$81,515.20	
WATER/WASTEWATER OPERATOR	111	\$25.40	\$39.19	\$52,832.00	\$81,515.20	
WEB DESIGNER/USER SUPPORT	111	\$25.40	\$39.19	\$52,832.00	\$81,515.20	
BENEFITS COORDINATOR	112	\$26.71	\$41.26	\$55,556.80	\$85,820.80	
GIS COORDINATOR	112	\$26.71	\$41.26	\$55,556.80	\$85,820.80	
INDUSTRIAL ELECTRICIAN	112	\$26.71	\$41.26	\$55,556.80	\$85,820.80	
LEAD OPERATOR	112	\$26.71	\$41.26	\$55,556.80	\$85,820.80	
SCADA NETWORK TECHNICIAN	112	\$26.71	\$41.26	\$55,556.80	\$85,820.80	
WELLNESS AND SAFETY COORDINATOR	112	\$26.71	\$41.26	\$55,556.80	\$85,820.80	
BUILDING INSPECTOR I	113	\$28.12	\$43.45	\$58,489.60	\$90,376.00	
CONSTRUCTION INSPECTOR I	113	\$28.12	\$43.45	\$58,489.60	\$90,376.00	
FIRE AND LIFE SAFETY EDUCATOR	113	\$28.12	\$43.45	\$58,489.60	\$90,376.00	
FIRE INSPECTOR	113	\$28.12	\$43.45	\$58,489.60	\$90,376.00	
LEAD INDUSTRIAL ELECTRICIAN	113	\$28.12	\$43.45	\$58,489.60	\$90,376.00	
OFFICE MANAGER	113	\$28.12	\$43.45	\$58,489.60	\$90,376.00	*
PLANS REVIEWER I	113	\$28.12	\$43.45	\$58,489.60	\$90,376.00	
ACCOUNTANT	114	\$29.60	\$45.77	\$61,568.00	\$95,201.60	
BUILDING SERVICES COORDINATOR	114	\$29.60	\$45.77	\$61,568.00	\$95,201.60	
EXECUTIVE OFFICE MANAGER	114	\$29.60	\$45.77	\$61,568.00	\$95,201.60	*
LOGISTICS MANAGER	114	\$29.60	\$45.77	\$61,568.00	\$95,201.60	*
OPERATIONS CHIEF	114	\$29.60	\$45.77	\$61,568.00	\$95,201.60	
PARKS AND RECREATION COORDINATOR	114	\$29.60	\$45.77	\$61,568.00	\$95,201.60	*
PAYROLL ADMINISTRATOR	114	\$29.60	\$45.77	\$61,568.00	\$95,201.60	
PLANS REVIEWER/FIREFIGHTER	114	\$29.60	\$45.77	\$61,568.00	\$95,201.60	
BUILDING INSPECTOR II	115	\$31.15	\$48.22	\$64,792.00	\$100,297.60	
BUILDING SERVICES MANAGER	115	\$31.15	\$48.22	\$64,792.00	\$100,297.60	*
CODE ENFORCEMENT MANAGER	115	\$31.15	\$48.22	\$64,792.00	\$100,297.60	*

* Exempt

***Positions designated as PT (shown in an hourly rate only)

City of Clermont
Pay and Classification Schedule
Effective April 1, 2024

Title	Grade	Hourly Minimum	Hourly Maximum	Annual Minimum	Annual Maximum	FLSA Exempt (*)
CONSTRUCTION INSPECTOR II	115	\$31.15	\$48.22	\$64,792.00	\$100,297.60	
HUMAN RESOURCES GENERALIST	115	\$31.15	\$48.22	\$64,792.00	\$100,297.60	*
MENTAL HEALTH CLINICIAN	115	\$31.15	\$48.22	\$64,792.00	\$100,297.60	
PLANS REVIEWER (PUBLIC SERVICES)	115	\$31.15	\$48.22	\$64,792.00	\$100,297.60	
PLANS REVIEWER II	115	\$31.15	\$48.22	\$64,792.00	\$100,297.60	
PRODUCTION MANAGER	115	\$31.15	\$48.22	\$64,792.00	\$100,297.60	*
SENIOR PLANNER	116	\$32.80	\$50.80	\$68,224.00	\$105,664.00	*
SENIOR PROCUREMENT SERVICES AGENT	116	\$32.80	\$50.80	\$68,224.00	\$105,664.00	*
SYSTEMS ADMINISTRATOR	116	\$32.80	\$50.80	\$68,224.00	\$105,664.00	*
ARTS & RECREATION CENTER MANAGER	117	\$34.51	\$53.52	\$71,780.80	\$111,321.60	*
BUDGET MANAGER	117	\$34.51	\$53.52	\$71,780.80	\$111,321.60	*
BUILDING INSPECTOR III	117	\$34.51	\$53.52	\$71,780.80	\$111,321.60	
CHIEF ACCOUNTANT	117	\$34.51	\$53.52	\$71,780.80	\$111,321.60	*
CHIEF BUILDING INSPECTOR	117	\$34.51	\$53.52	\$71,780.80	\$111,321.60	
DEPUTY CITY CLERK	117	\$34.51	\$53.52	\$71,780.80	\$111,321.60	*
FINANCE & UTILITY BILLING MANAGER	117	\$34.51	\$53.52	\$71,780.80	\$111,321.60	*
GRANTS & SPECIAL PROJECTS MANAGER	117	\$34.51	\$53.52	\$71,780.80	\$111,321.60	*
PLANS REVIEWER III	117	\$34.51	\$53.52	\$71,780.80	\$111,321.60	
PERFORMING ARTS MANAGER	117	\$34.51	\$53.52	\$71,780.80	\$111,321.60	*
PROGRAM MANAGER	117	\$34.51	\$53.52	\$71,780.80	\$111,321.60	*
RECORDS ADMINISTRATOR	117	\$34.51	\$53.52	\$71,780.80	\$111,321.60	*
CONSTRUCTION PROJECTS MANAGER	119	\$38.28	\$59.44	\$79,622.40	\$123,635.20	*
HUMAN RESOURCES MANAGER	119	\$38.28	\$59.44	\$79,622.40	\$123,635.20	*
PLANNING AND ECONOMIC DEVELOPMENT MANAGER	119	\$38.28	\$59.44	\$79,622.40	\$123,635.20	*
PUBLIC SERVICES MANAGER	119	\$38.28	\$59.44	\$79,622.40	\$123,635.20	*
SENIOR SYSTEMS ADMINISTRATOR	119	\$38.28	\$59.44	\$79,622.40	\$123,635.20	*
BUILDING OFFICIAL	121	\$42.46	\$66.01	\$88,316.80	\$137,300.80	*
INFORMATION SYSTEMS MANAGER	121	\$42.46	\$66.01	\$88,316.80	\$137,300.80	*
INFORMATION TECHNOLOGY MANAGER	121	\$42.46	\$66.01	\$88,316.80	\$137,300.80	*

* Exempt

***Positions designated as PT (shown in an hourly rate only)

City of Clermont
Pay and Classification Schedule
Effective April 1, 2024

Title	Grade	Hourly Minimum	Hourly Maximum	Annual Minimum	Annual Maximum	FLSA Exempt (*)
POLICE LIEUTENANT	121	\$42.46	\$66.01	\$88,316.80	\$137,300.80	*
PUBLIC INFORMATION OFFICER	121	\$42.46	\$66.01	\$88,316.80	\$137,300.80	*
SUPERINTENDENT	121	\$42.46	\$66.01	\$88,316.80	\$137,300.80	*
ASSISTANT PUBLIC SERVICES DIRECTOR	122	\$44.74	\$69.56	\$93,059.20	\$144,684.80	*
FIRE ASSISTANT CHIEF - ADMINISTRATION	122	\$44.74	\$69.56	\$93,059.20	\$144,684.80	*
FIRE ASSISTANT CHIEF - OPERATIONS	122	\$44.74	\$69.56	\$93,059.20	\$144,684.80	*
FIRE MARSHAL/FIREFIGHTER	122	\$44.74	\$69.56	\$93,059.20	\$144,684.80	*
ASSISTANT FINANCE DIRECTOR	123	\$47.11	\$77.98	\$97,988.80	\$162,198.40	*
CITY CLERK	123	\$47.11	\$77.98	\$97,988.80	\$162,198.40	*
DEPUTY PUBLIC SERVICES DIRECTOR	123	\$47.11	\$77.98	\$97,988.80	\$162,198.40	*
POLICE CAPTAIN	123	\$47.11	\$77.98	\$97,988.80	\$162,198.40	*
PROCUREMENT SERVICES DIRECTOR	123	\$47.11	\$77.98	\$97,988.80	\$162,198.40	*
BUILDING SERVICES DIRECTOR	124	\$52.49	\$86.93	\$109,179.20	\$180,814.40	*
DEPUTY POLICE CHIEF	124	\$52.49	\$86.93	\$109,179.20	\$180,814.40	*
PARKS AND RECREATION DIRECTOR	124	\$52.49	\$86.93	\$109,179.20	\$180,814.40	*
PLANNING AND DEVELOPMENT DIRECTOR	124	\$52.49	\$86.93	\$109,179.20	\$180,814.40	*
HUMAN RESOURCES DIRECTOR	125	\$55.30	\$91.65	\$115,024.00	\$190,632.00	*
INFORMATION TECHNOLOGY DIRECTOR	125	\$55.30	\$91.65	\$115,024.00	\$190,632.00	*
FINANCE DIRECTOR	126	\$58.27	\$96.61	\$121,201.60	\$200,948.80	*
FIRE CHIEF	126	\$58.27	\$96.61	\$121,201.60	\$200,948.80	*
POLICE CHIEF	126	\$58.27	\$96.61	\$121,201.60	\$200,948.80	*
DEPUTY CITY MANAGER	127	\$61.41	\$101.85	\$127,732.80	\$211,848.00	*
PUBLIC SERVICES DIRECTOR	127	\$61.41	\$101.85	\$127,732.80	\$211,848.00	*

* Exempt

***Positions designated as PT (shown in an hourly rate only)



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 23, 2024		
Agenda Item Name		
Approval of Appointment of Finance Director		
Requested Action		
Approval of City Manager's recommendation		
Staff Report		
Article II Section 15 of the Clermont City Charter states "The City Manager shall appoint a Finance Director, subject to approval of a majority vote of the Council." Pursuant to the charter, I am appointing Mr. Scott Borrer, the city's Assistant Finance Director to the position of Finance Director effective January 24, 2024, and I am requesting that the City Council approve the appointment. Mr. Borrer has been with the city as Assistant Finance Director since February 2023. Since August 2023, he has served as Interim Finance Director. In October 2023, the city hired SGR (Strategic Government Resources), a nationally known headhunting firm, to conduct a nationwide search. In his position as Interim Director, Mr. Borrer has done an outstanding job leading the department, hiring new people and working with all the city departments. Our Finance Department has become an outstanding team under Mr. Borrer's leadership. When reviewing applicants, we were not able to find anyone who would meet our expectations more than Mr. Borrer. Based on Mr. Borrer's accomplishments and his experience with the City, I feel he is the right person for the job and request the Council to approve his appointment as Finance Director.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 23, 2024		
Agenda Item Name		
Resolution No. 2024-007R <i>Rules of Conduct</i>		
Requested Action		
Staff Report		
At the January 16, 2024, Council Workshop, City Manager Bulthuis recommended the resolution be amended as shown in the strike-through and underlined version.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	2024- 007R - Rules of Conduct strikethrough (01.17.2024)	2024- 007R - Rules of Conduct strikethrough (01.17.2024).pdf
2.	2024-007R - Rules of Conduct (01.17.2024)	2024-007R - Rules of Conduct (01.17.2024).pdf



CITY OF CLERMONT
RESOLUTION NO. 2024-007R

A RESOLUTION OF THE CITY OF CLERMONT, FLORIDA, ADOPTING THE CITY OF CLERMONT RULES OF CONDUCT RELATED TO THE CONDUCT OF MEETINGS; THE PUBLIC’S RIGHT TO PARTICIPATE; AND THE ACTIVITIES AND PARTICIPATION OF COUNCIL MEMBERS, APPOINTED BOARD MEMBERS, STAFF AND THE PUBLIC; REPEALING RESOLUTION 2021-003R; PROVIDING FOR CONFLICT, SEVERABILITY, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERRORS, AND AN EFFECTIVE DATE.

WHEREAS, the City Council repeal the above-stated Resolution and replace it in its entirety with this Resolution.

NOW, THEREFORE, BE IT RESOLVED, that the City of Clermont does hereby amend the rules of conduct as follows:

SECTION 1: RECITALS

The above recitals are true and correct, are adopted and incorporated herein, and constitute the legislative findings and legislative intent of the City Council of the City of Clermont.

SECTION 2:

The Rules of Conduct are to read as follows:

Section 1. In general.

In addition to all requirements imposed in the City Charter, the City Code, and applicable Federal and State law, the provisions herein shall govern the Conduct of the City Council. It is declared to be the intent of the City Council that, if any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction or is in conflict with any portion of the City Charter, the City Code, Federal or State Law, such portion shall be of no effect and shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

Section 2.

There are hereby adopted the following Rules of Conduct for the City Council and; where applicable, appointed board members, staff, and members of the public. The rules adopted herein shall be known as the City of Clermont Rules of Conduct and shall be followed and adhered to as applicable to all members of the City Council, City appointed boards and committees, city staff, and the general public.



CITY OF CLERMONT
RESOLUTION NO. 2024-007R

CITY OF CLERMONT RULES OF CONDUCT

A. General

All members of the City Council, including the Mayor and Mayor Pro Tem, have equal votes. No Council Member has more power than any other Council Member, and all should be treated with equal respect.

All Council Members and members of appointed boards and commissions should:

- a.* Fully participate in applicable meetings and other duly advertised public meetings while demonstrating dignity, respect, kindness, consideration, and courtesy to all.
- b.* Prepare in advance of meetings and be familiar with issues on the agenda. Address clarifications prior to meeting with applicable staff.
- c.* Be respectful of other people's time. Stay focused and act efficiently during meetings.
- d.* Serve as a model of leadership and civility to the community.
- e.* Council Members should inspire public confidence in Clermont's city government and its employees.
- f.* Council Members shall provide contact information with the City Clerk in case of an emergency or an urgent situation arises while the Council Member is otherwise not available.
- g.* Demonstrate honesty and integrity in every action and statement.
- h.* Follow Federal, State and Municipal Laws guiding public officials; including, but not limited to, the State of Florida Code of Ethics for Public Officers and Employees, the Honest Services Act, Florida's Sunshine and Public Records Law, this Resolution, and any other policies that may be adopted by a majority vote of the City Council.

B. Policies and Protocol Related to Conduct

1. Ceremonial events.

The City Charter designates the Mayor to represent the City at all official functions and events. If the Mayor is unavailable, then the Mayor Pro Tem shall attend, in the event neither is available, City staff will determine if the event organizers would like another representative from the Council.



CITY OF CLERMONT
RESOLUTION NO. 2024-007R

2. Correspondence signatures.

Council Members do not need to acknowledge the receipt of correspondence, or copies of correspondence, during Council meetings; with the exception of zoning ex parte contact. City staff will prepare official letters, as may be appropriate, in response to public inquiries and concerns. These letters will carry the signature of the Mayor or the appropriate City staff.

3. Endorsements of candidates.

Council, board, and commission members have the right to endorse candidates for all Council seats or other elected offices. It is inappropriate to mention endorsements during official City meetings or functions.

4. Intergovernmental relations.

Generally, City Charter Section 6 designates the Mayor to represent the City in intergovernmental relationships; with the exception of designated liaisons. The Council values intergovernmental relations with neighboring communities and other entities. As a result, Council Members should make a concerted effort to attend scheduled meetings with other entities to further promote intergovernmental relations.

5. Legislative process.

The City generally follows Roberts Rule of Order for meeting management, provided; however, that Roberts Rule of Order shall not be used to prevent the full and complete discussion or consideration of any final action item by the City Council.

6. Travel expenses.

Council Members may receive reimbursement of actual expenses while performing their official duties. All travel shall be approved by the City Council and may include attendance at conferences, seminars, and training sessions on behalf of the City. The City shall pay reasonable expenses for registration fees, lodging, meals, transportation, and allowable miscellaneous expenses for the Council Member only. Each Council Member shall be responsible for the expenses of their spouse or others travelling with the Council Member. All travel expenses will be handled in the same manner and consistent with the provisions of state law and the City's adopted travel policies.

C. Public Meeting and Hearing Protocol and Conduct

1. Council Meeting and Agenda.

The Council shall meet regularly at least once in every month and at other times as the Council may prescribe. Except as may otherwise be directed by the Council, all regular and special meetings shall be held in the Council Chambers at 6:30 o'clock P.M unless otherwise decided by vote of the Council. As of the close of business on the Thursday before any regular meeting the City Clerk, under the direction of the City Manager, shall publish an Agenda for each regular



CITY OF CLERMONT
RESOLUTION NO. 2024-007R

meeting in substantially the same format as set forth in Exhibit A attached hereto and incorporated herein.

A. Agenda Items Submitted by the Council

Individual Councilmembers may place an item on the agenda by submitting a written request to the City Manager on the prescribed agenda-item form, doing so prior to the agenda deadline.

B. Agenda Items Submitted by the Public

~~Members of the public may request the City Manager place an item on the agenda. The City Manager may reject the request if the City Manager determines it is not in the best interest of the City. If unsuccessful in gaining an item through the aforementioned process, a A member of the public may raise the an issue in a regularly-scheduled City Council meeting during the time provided for “public comment”, and seek Council support to bring forward their item at a future regular meeting. A majority vote of the Council is required to add an item to a future agenda or the council may vote to place the item on a future council workshop for discussion. Authorization or inclusion on an agenda does not indicate support. If the council votes to place an item on a future agenda or workshop, the person requesting the item must then: For agenda items submitted by the public:~~

- a. ~~Requesters are required to c~~Complete an agenda request form, ~~by the agenda deadline,~~ and submit it to the City Manager’s office. At a minimum the agenda request shall include the specific requested action from the City Council. The City Manager will determine what date the item will be placed on a future agenda/workshop.
- b. The item would be referenced on the agenda as “Citizen Request”, and the requester would speak during that part of the agenda.
- c. Requesters are required to provide any documentation they wish to present to the City Council with the agenda request form. ~~to the City Clerk’s office by the agenda publication deadline.~~
- d. The citizen request shall be limited to 15 minutes; after which the Council may by majority vote agree to extend the time limit by an additional ten (10) minutes.

C. Agenda Review and Approval

Prior to the public release of the agenda, the City Manager shall review and authorize approval. Items placed on an agenda by a Councilmember or member of the public may not be modified or removed from the agenda except for the following reasons:

- a. The submitting requester wants the item postponed or withdrawn;
- b. The City Manager may delay an agenda item to provide for appropriate staff review;
- c. The City Attorney may reject agenda items if the matter is judged to be prejudicial to the best legal interest of the City;



CITY OF CLERMONT
RESOLUTION NO. 2024-007R

Upon approval by the City Manager, the City Clerk, or their designee, shall notify the Council that the agenda has been published and is available for review. If any member is in need of a paper packet it shall be distributed by the City Manager's Office prior to the publication of the agenda, unless otherwise authorized.

D. Workshop Meetings

Workshop meetings of the City Council shall be held as needed on the third Tuesday of each month at such time and place as set by Council or the City Manager. Every effort will be made to avoid the scheduling of workshops in the months of November and December and during budget review months. Workshops may also be scheduled at other times as determined necessary by the City Council.

2. Conduct of Council and Appointed Board and Commission Members.

The Mayor or presiding officer of any appointed board or committee has the responsibility to open and run an efficient public meeting and has the discretion to modify the public hearing or meeting process in order to make the meeting run smoothly. With the exception of asking relevant questions, Council or board members should withhold comment during the public hearing portion of the meeting until the conclusion of the public's portion of the hearing. Council or board members should refrain from arguing or debating with the public during a public hearing and shall always show respect for different points of view.

3. Public's Right to be Heard.

Members of the public shall be given a reasonable opportunity to be heard on a proposition before the City Council or any appointed City board or commission. The opportunity to be heard need not occur at the same meeting at which the Council, board, or commission takes official action on the proposition if the opportunity occurs at a meeting that is during the decision making process and is within reasonable proximity in time before the meeting at which the Council, board, or commission takes the official action. This section does not prohibit the presiding officer of the Council, board, or commission from maintaining orderly conduct or proper decorum in a public meeting.

4. Rules Related to the Public's Right to be Heard.

In addition to any other reasonable restrictions that may be imposed by the Mayor or presiding member of the Council, board, or commission to ensure decorum, good conduct and efficiency, the following shall apply to all public meetings:

- a. Prior to the consideration of any action items contained on the Consent Agenda portion of the agenda, if applicable, the Mayor or presiding member shall publicly read a notice substantially advising the public of the following:



CITY OF CLERMONT
RESOLUTION NO. 2024-007R

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.

- b. Each speaker will be permitted three (3) minutes to address the Council, board, or commission. These time limits may be extended by the Mayor, presiding officer or by an affirmative majority vote of the Council.
- c. The official time shall be kept by the City Clerk, their designee, or the committee recording secretary.

5. Exemptions.

The requirements in Section C 4 above do not apply to:

- a. An official act that must be taken to deal with an emergency situation affecting the public health, welfare, or safety, if compliance with the requirements would cause an unreasonable delay in the ability of the Council, board, or commission to act;
- b. An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;
- c. A meeting that is exempt from Florida Statute Section 286.011; or
- d. A meeting during which the Council, board, or commission is acting in a quasi-judicial capacity. This paragraph does not affect the right of a person to be heard as otherwise provided by law.
- e. Workshops held by the City Council where no official action will be taken. It shall be at the discretion of the Council if they wish to open the floor for comments from the public. A majority vote of the Council is required to open the floor for an item at a workshop.

D. Council Conduct with One Another

The City Council and appointed boards and commissions are composed of individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office in order to preserve, protect and enhance the present and the future of the City of Clermont community. In all cases, this common goal should be acknowledged even as members may “agree to disagree” on contentious issues.

CITY OF CLERMONT
RESOLUTION NO. 2024-007R

1. In public meetings:

- a. Practice civility, professionalism and decorum in discussions and debate. Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of a free democracy in action. This does not allow; however, Council, or appointed board, or commission members to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments. No shouting or physical actions that could be construed as threatening will be tolerated. Members should conduct themselves in a professional manner at all times, including physical appearance.
- b. Honor the role of the Mayor or presiding officer in maintaining order. It is the responsibility of the Mayor or the presiding officer to keep the comments of all persons; including but not limited to, the Council or appointed board or commission members on track during public meetings. Members should honor efforts by the Mayor or presiding officer to focus discussions on current agenda items. If there is disagreement about the agenda or the Mayor or presiding officer's actions in refraining staff, public or members from speaking, those objections should be voiced politely and with reason.
- c. Avoid personal comments that could offend other members. If a Council Member or appointed board or commission member is personally offended by the remarks of another member, the offended member should make notes of the actual words used and call for a "point of personal privilege" that challenges the other member to justify or apologize for the language used. The Mayor or presiding officer will maintain order of this discussion.
- d. Demonstrate effective problem-solving approaches. Council Members and appointed board and commission members have a public stage to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.
- e. Be punctual and keep comments relative to topics discussed. Council Members and appointed board or commission members have made a commitment to attend meetings and partake in discussions. Therefore, it is important that members be punctual and that meetings start on time. It is equally important that discussions on issues be relative to the topic at hand to allow adequate time to fully discussed scheduled issues. If a member has an item requested to be on the agenda, it is important they set the example by providing timely written materials.

2. In private encounters

- a. In discussing matters, whether in person or by correspondence related to the City, Council Members should be clear as to whether his or her statement reflects personal opinion or is the official stance of the City.



CITY OF CLERMONT
RESOLUTION NO. 2024-007R

- a. Continue respectful behavior in private. The same level of respect and consideration of differing points of view that is deemed appropriate for public discussions should be maintained in private conversations.
- b. Be aware of the insecurity of written notes, voice and text messages, and e-mail. Technology allows words written or said without much forethought to be distributed wide and far. The Public Records Law mandates that any material made or received by an agency in connection with official business be used to perpetuate, communicate or formalize knowledge is a public record, and unless exempt, must be turned over to someone requesting to see that material. Before you create a document, ask yourself: Would you feel comfortable to have this note faxed or PDF'd to others? How would you feel if this voicemail message was played on a speaker phone in a full office? What would happen if this email message was forwarded to others? Written notes, voicemail messages and email related to City business are public communication subject to disclosure.
- c. Even private conversations can have a public presence. Elected officials are always on display – their actions, mannerisms, and language are monitored by people around them that they may not know. Lunch table conversations will be eavesdropped upon, parking lot debates will be watched, and casual comments between individuals before and after public meetings noted.

E. Conduct with City Staff

Governance of a City relies on the cooperative efforts of elected officials, who create laws and set policy; and City staff members, who implement and administer the law and Council policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

1. Treat all staff as professionals.

Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards staff is not acceptable.

2. Limit contact to specific City staff.

Questions of, or directions to, City staff and/or requests for information should be directed to the City Manager or City Attorney. When in doubt about what staff contact is appropriate, Council Members should ask the City Manager for direction. Materials supplied to a Council Member in response to a request will be made available to all members of the Council so that all have equal access to information.

3. Do not disrupt City staff from their jobs.



CITY OF CLERMONT
RESOLUTION NO. 2024-007R

Staff wants to be accessible for City Council, but Council Members should avoid disrupting City staff while they are in meetings, on the phone, or engrossed in performing their job functions.

4. Avoid publicly criticizing an individual employee.

Council Members should avoid expressing concerns about the performance of a City employee in public. Council Members should never criticize an employee directly, or to the employee's manager. Comments about staff performance should only be made to the City Manager.

5. Do not get involved in administrative functions.

Council Members must not attempt to influence City Staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of City licenses and permits. The City Charter, Section 10 also contains information about the prohibition of Council interference in administrative functions.

6. Check with City staff on correspondence before taking action.

Before sending correspondence, Council Members should check with City staff to see if an official City response has already been sent or is in progress.

7. Do not attend staff meetings; with or without the public, unless requested by staff or City Council.

Even if the Council Member does not say anything, the Council Member's presence implies support, shows partiality, intimidates staff, and hampers staff's ability to do their job objectively.

8. Limit requests for staff support.

Even in high priority or emergency situations, requests for additional staff support should be made to the City Manager who is responsible for allocating City resources in order to maintain a professional, well-run City government and following City Council direction.

9. Do not solicit political support from staff.

Council Members should not solicit any type of political support; financial contributions, display of poster or lawn signs, name on support list, etc., from City staff. City staff may, as private citizens with constitutional rights, support political candidates but all such activities must be done away from the workplace.

F. Conduct with the Public



CITY OF CLERMONT
RESOLUTION NO. 2024-007R

1. In public meetings.

Making the public feel welcome is an important part of the local governing process. No signs of partiality prejudice or disrespect should be evident on the part of individual Council, board or commission members toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public comment.

- a. Be welcoming to speakers. Speaking in front of the Council, board, or commission can be a difficult experience for some people. Some issues undertaken may affect people's daily lives and homes. Some decisions are emotional. The way that members treat people during public hearings can do a lot to make them relax or to push their emotions to a higher level of intensity.
- b. Be fair and equitable in allocating public hearing time to individual speakers. If many speakers are anticipated, the Mayor or presiding officer may ask speakers to limit themselves to new information and points of view not already covered by previous speakers. No speaker will be turned away unless he or she exhibits inappropriate behavior. Each speaker may only speak once during the public comment unless the Council requests additional clarification. After the close of any public comment portion, no more public testimony will be accepted unless the Mayor or presiding officer reopens the public hearing for a limited and specific purpose.
- c. Avoid appearing as if you are not listening. It is disconcerting to speakers to have Council, board, or commission members not look at them when they are speaking. It is fine to look down at documents or to make notes, but reading for a long period of time, gazing around the room or getting up from your seat gives the appearance of disinterest. Be aware of facial expressions and body language; such as head and arm movements, especially those that could be interpreted as "smirking", disbelief, anger or boredom.
- d. Ask for clarification, but avoid debate and argument with the public. Only the Mayor or presiding officer, not individual members, can interrupt a speaker during a presentation. However, a member can ask the Mayor or presiding officer for a point of order if the speaker is off the topic or exhibiting behavior or language the member finds disturbing. If speakers become flustered or defensive, it is the responsibility of the Mayor or presiding officer to calm and focus the speaker and to maintain the order and decorum of the meeting. Questions by Council, board, or commission members to members of the public testifying should seek to clarify or expand information. It is never appropriate to belligerently challenge or belittle the speaker.
- e. No personal attacks of any kind, under any circumstance.
- f. Follow parliamentary procedure in conducting public meetings. The City Attorney serves as advisory parliamentarian for the City and is available to answer questions



CITY OF CLERMONT
RESOLUTION NO. 2024-007R

or interpret situations according to parliamentary procedures. Final rulings on parliamentary procedure are made by the Mayor or presiding officer, subject to the immediate appeal to the full Council, board, or commission.

2. In unofficial settings.

- a. Make no promise on behalf of the Council. Council Members will frequently be asked to explain a Council action or to give their opinion about an issue as they meet and talk with constituents in the community. It is appropriate to give a brief overview of City policy and to refer to City staff for further information. It is inappropriate to overtly or implicitly promise Council action, or to promise City staff will do something specific; for example, fix a pothole, remove a library book, plant new flowers in the median, etc.
- b. Make no personal comments about other Council Members. It is acceptable to disagree publicly about an issue, but it is unacceptable to make derogatory comments about other Council Members, their opinions and actions.
- c. Remember Clermont is a small community at heart. Council Members are constantly being observed by the community every day that they serve in office. Their behaviors and comments serve as models for proper deportment in the City of Clermont. Honesty and respect for the dignity of each individual should be reflected in every word and action taken by Council Members, 24 hours a day, seven days a week. It is an important and continuous responsibility.

G. Council Conduct with Other Public Agencies

1. Be clear about representing the City or personal interests.

If a Council Member appears before another governmental agency or organization to give a statement on an issue, the Council Member must clearly state:

- a. If his or her statement reflects personal opinion or is the official stance of the City. Even if the Council Member is representing his or her own personal opinions, remember that this still may reflect upon the City as an organization.
- b. Whether this is the majority or minority opinion of the Council. If the Council Member is representing the City, the Council Member must support and advocate the official City position on an issue, not a personal viewpoint.
- c. Correspondence also should be equally clear about representation. City letterhead may be used when the Council Member is representing the City and the City's official position. A copy of official correspondence should be given to the City Clerk to be filed as part of the permanent public record. To avoid confusion regarding City Council's position, City letterhead should not be used for



CITY OF CLERMONT
RESOLUTION NO. 2024-007R

correspondence of Council Members representing a personal point of view, or a dissenting point of view from an official Council position.

H. Council Conduct with Appointed Boards or Commissions

The City has established several boards and commissions as a means of gathering more community input. Citizens who serve on advisory boards and commissions become more involved in government and serve as advisors to the City Council. They are a valuable resource to the City's leadership and should be treated with appreciation and respect.

1. If attending an appointed board or commission meeting, and you are not an appointed the liaison, be careful to only express personal opinions.

Council Members may attend any appointed board meeting, which are always open to any member of the public. However, if the appointed board or commission is conducting a quasi-judicial public hearing, the Council Member should refrain from attending. Council Members should be sensitive to the way their participation could be viewed as unfairly affecting the process. Any public comments by a Council Member at an appointed board meeting should be clearly made as individual opinion and not a representation of the feelings of the entire City Council. Also be cognizant of the Sunshine Law, precluding discussion (outside of a meeting advertised for City Council) by two or more members of City Council on any item that may take action upon. A Council Member's presence may affect the conduct of the appointed boards and limit their role and function.

2. Limit contact with appointed board and commission members.

It is inappropriate for a Council Member to contact an appointed board member to lobby on behalf of an individual, business, or developer. Council Members should contact staff in order to clarify a position taken by the advisory boards.

3. Appointed board and commissions serve the City Council, not individual Council members.

City Council appoints individuals to serve on these boards, and it is the responsibility of board and commission members to follow applicable law and policy established by the Council. But board and commission members do not report to individual Council Members, nor should Council Members feel they have the power or right to threaten board members with removal if they disagree about an issue. Appointment and re-appointment to an appointed board or commission should be based on such criteria as expertise, ability to work with staff and the public, and commitment to fulfilling official duties. A board appointment should not be used as a political "reward".

4. Be respectful of diverse opinions.

A primary role of appointed boards is to represent many points of view in the community and to provide the Council with advice based on a full spectrum of concerns and perspectives. Council Members must be fair and respectful of any citizens serving on appointed boards.



CITY OF CLERMONT
RESOLUTION NO. 2024-007R

5. Keep election issues away from public forums and appointed board meetings.

While Council Members are free to participate in politics when not conducting official business, they should refrain from campaigning for office or providing political support or non-support for those who are running for any elected office; national, state or local, while conducting official duties or when attending appointed board meetings.

I. Council Conduct with the Media

Council Members may be contacted by the media for background and quotes.

1. The best advice for dealing with the media is to avoid going “off the record”.

Most members of the media represent the highest levels of journalistic integrity and ethics, and can be trusted to keep their word. But one bad experience can be catastrophic. Words that are not said cannot be quoted.

2. Choose words carefully and cautiously.

Comments taken out of context can cause problems. Be especially cautious about humor, sardonic asides, sarcasm, or word play. It is never appropriate to use personal slurs or swear words when talking with the media.

J. Sanctions

The City Council is the judge of its own qualifications; City Charter Section 13, and Council Members who intentionally and repeatedly do not follow proper conduct may be reprimanded or formally censured by the Council. Serious infractions of this Code of Conduct could lead to other sanctions as deemed appropriate by Council, including forfeiture of office. It is the responsibility of City Council to initiate action if a Council Member’s behavior may warrant sanction due to a breach of these written standards of conduct. Any action taken on the alleged violation(s) must be brought up with the City Council in a public meeting.

SECTION 3: CONFLICT

Resolutions 2021-003R is hereby repealed. All other policies and/or resolutions or parts of policies and/or resolutions in conflict with any of the provisions of this Resolution are hereby repealed.



CITY OF CLERMONT
RESOLUTION NO. 2024-007R

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: EFFECTIVE DATE

This Resolution shall take effect immediately upon its Passage.



CITY OF CLERMONT
RESOLUTION NO. 2024-007R

DONE AND RESOLVED by the Mayor of 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



**CITY OF CLERMONT
CITY COUNCIL MEETING
CLERMONT CITY HALL
AGENDA
6:30 PM, DATE**

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

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PROCLAMATION

PRESENTATIONS

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.

UNFINISHED BUSINESS

NEW BUSINESS

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

**CITY OF CLERMONT
CITY COUNCIL MEETING
CLERMONT CITY HALL
AGENDA
6:30 PM, DATE**

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
RESOLUTION NO. 2024-007R

A RESOLUTION OF THE CITY OF CLERMONT, FLORIDA, ADOPTING THE CITY OF CLERMONT RULES OF CONDUCT RELATED TO THE CONDUCT OF MEETINGS; THE PUBLIC’S RIGHT TO PARTICIPATE; AND THE ACTIVITIES AND PARTICIPATION OF COUNCIL MEMBERS, APPOINTED BOARD MEMBERS, STAFF AND THE PUBLIC; REPEALING RESOLUTION 2021-003R; PROVIDING FOR CONFLICT, SEVERABILITY, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERRORS, AND AN EFFECTIVE DATE.

WHEREAS, Chapter 166, Florida Statutes, authorized municipalities to adopt ordinances and resolutions in the exercise of its municipal powers; and

WHEREAS, the City Council repeal the above-stated Resolution and replace it in its entirety with this Resolution.

NOW, THEREFORE, BE IT RESOLVED, that the City of Clermont does hereby amend the rules of conduct as follows:

SECTION 1: RECITALS

The above recitals are true and correct, are adopted and incorporated herein, and constitute the legislative findings and legislative intent of the City Council of the City of Clermont.

SECTION 2:

The Rules of Conduct are to read as follows:

Section 1. In general.

In addition to all requirements imposed in the City Charter, the City Code, and applicable Federal and State law, the provisions herein shall govern the Conduct of the City Council. It is declared to be the intent of the City Council that, if any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction or is in conflict with any portion of the City Charter, the City Code, Federal or State Law, such portion shall be of no effect and shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

Section 2.

There are hereby adopted the following Rules of Conduct for the City Council and; where applicable, appointed board members, staff, and members of the public. The rules adopted herein shall be known as the City of Clermont Rules of Conduct and shall be followed and adhered to as applicable to all members of the City Council, City appointed boards and committees, city staff, and the general public.



CITY OF CLERMONT
RESOLUTION NO. 2024-007R

CITY OF CLERMONT RULES OF CONDUCT

A. General

All members of the City Council, including the Mayor and Mayor Pro Tem, have equal votes. No Council Member has more power than any other Council Member, and all should be treated with equal respect.

All Council Members and members of appointed boards and commissions should:

- a.* Fully participate in applicable meetings and other duly advertised public meetings while demonstrating dignity, respect, kindness, consideration, and courtesy to all.
- b.* Prepare in advance of meetings and be familiar with issues on the agenda. Address clarifications prior to meeting with applicable staff.
- c.* Be respectful of other people's time. Stay focused and act efficiently during meetings.
- d.* Serve as a model of leadership and civility to the community.
- e.* Council Members should inspire public confidence in Clermont's city government and its employees.
- f.* Council Members shall provide contact information with the City Clerk in case of an emergency or an urgent situation arises while the Council Member is otherwise not available.
- g.* Demonstrate honesty and integrity in every action and statement.
- h.* Follow Federal, State and Municipal Laws guiding public officials; including, but not limited to, the State of Florida Code of Ethics for Public Officers and Employees, the Honest Services Act, Florida's Sunshine and Public Records Law, this Resolution, and any other policies that may be adopted by a majority vote of the City Council.

B. Policies and Protocol Related to Conduct

1. Ceremonial events.

The City Charter designates the Mayor to represent the City at all official functions and events. If the Mayor is unavailable, then the Mayor Pro Tem shall attend, in the event neither is available, City staff will determine if the event organizers would like another representative from the Council.



CITY OF CLERMONT
RESOLUTION NO. 2024-007R

2. Correspondence signatures.

Council Members do not need to acknowledge the receipt of correspondence, or copies of correspondence, during Council meetings; with the exception of zoning ex parte contact. City staff will prepare official letters, as may be appropriate, in response to public inquiries and concerns. These letters will carry the signature of the Mayor or the appropriate City staff.

3. Endorsements of candidates.

Council, board, and commission members have the right to endorse candidates for all Council seats or other elected offices. It is inappropriate to mention endorsements during official City meetings or functions.

4. Intergovernmental relations.

Generally, City Charter Section 6 designates the Mayor to represent the City in intergovernmental relationships; with the exception of designated liaisons. The Council values intergovernmental relations with neighboring communities and other entities. As a result, Council Members should make a concerted effort to attend scheduled meetings with other entities to further promote intergovernmental relations.

5. Legislative process.

The City generally follows Roberts Rule of Order for meeting management, provided; however, that Roberts Rule of Order shall not be used to prevent the full and complete discussion or consideration of any final action item by the City Council.

6. Travel expenses.

Council Members may receive reimbursement of actual expenses while performing their official duties. All travel shall be approved by the City Council and may include attendance at conferences, seminars, and training sessions on behalf of the City. The City shall pay reasonable expenses for registration fees, lodging, meals, transportation, and allowable miscellaneous expenses for the Council Member only. Each Council Member shall be responsible for the expenses of their spouse or others travelling with the Council Member. All travel expenses will be handled in the same manner and consistent with the provisions of state law and the City's adopted travel policies.

C. Public Meeting and Hearing Protocol and Conduct

1. Council Meeting and Agenda.

The Council shall meet regularly at least once in every month and at other times as the Council may prescribe. Except as may otherwise be directed by the Council, all regular and special meetings shall be held in the Council Chambers at 6:30 o'clock P.M unless otherwise decided by vote of the Council. As of the close of business on the Thursday before any regular meeting the City Clerk, under the direction of the City Manager, shall publish an Agenda for each regular



CITY OF CLERMONT
RESOLUTION NO. 2024-007R

meeting in substantially the same format as set forth in Exhibit A attached hereto and incorporated herein.

A. Agenda Items Submitted by the Council

Individual Councilmembers may place an item on the agenda by submitting a written request to the City Manager on the prescribed agenda-item form, doing so prior to the agenda deadline.

B. Agenda Items Submitted by the Public

A member of the public may raise an issue in a regularly-scheduled City Council meeting during the time provided for "public comment", and seek Council support to bring forward their item at a future regular meeting. A majority vote of the Council is required to add an item to a future agenda or the council may vote to place the item on a future council workshop for discussion. Authorization or inclusion on an agenda does not indicate support. If the council votes to place an item on a future agenda or workshop, the person requesting the item must then:

- a. Complete an agenda request form and submit it to the City Manager's office. At a minimum the agenda request shall include the specific requested action from the City Council. The City Manager will determine what date the item will be placed on a future agenda/workshop.
- b. The item would be referenced on the agenda as "Citizen Request", and the requester would speak during that part of the agenda.
- c. Requesters are required to provide any documentation they wish to present to the City Council with the agenda request form.
- d. The citizen request shall be limited to 15 minutes; after which the Council may by majority vote agree to extend the time limit by an additional ten (10) minutes.

C. Agenda Review and Approval

Prior to the public release of the agenda, the City Manager shall review and authorize approval. Items placed on an agenda by a Councilmember or member of the public may not be modified or removed from the agenda except for the following reasons:

- a. The submitting requester wants the item postponed or withdrawn;
- b. The City Manager may delay an agenda item to provide for appropriate staff review;
- c. The City Attorney may reject agenda items if the matter is judged to be prejudicial to the best legal interest of the City;



CITY OF CLERMONT
RESOLUTION NO. 2024-007R

Upon approval by the City Manager, the City Clerk, or their designee, shall notify the Council that the agenda has been published and is available for review. If any member is in need of a paper packet it shall be distributed by the City Manager's Office prior to the publication of the agenda, unless otherwise authorized.

D. Workshop Meetings

Workshop meetings of the City Council shall be held as needed on the third Tuesday of each month at such time and place as set by Council or the City Manager. Every effort will be made to avoid the scheduling of workshops in the months of November and December and during budget review months. Workshops may also be scheduled at other times as determined necessary by the City Council.

2. Conduct of Council and Appointed Board and Commission Members.

The Mayor or presiding officer of any appointed board or committee has the responsibility to open and run an efficient public meeting and has the discretion to modify the public hearing or meeting process in order to make the meeting run smoothly. With the exception of asking relevant questions, Council or board members should withhold comment during the public hearing portion of the meeting until the conclusion of the public's portion of the hearing. Council or board members should refrain from arguing or debating with the public during a public hearing and shall always show respect for different points of view.

3. Public's Right to be Heard.

Members of the public shall be given a reasonable opportunity to be heard on a proposition before the City Council or any appointed City board or commission. The opportunity to be heard need not occur at the same meeting at which the Council, board, or commission takes official action on the proposition if the opportunity occurs at a meeting that is during the decision making process and is within reasonable proximity in time before the meeting at which the Council, board, or commission takes the official action. This section does not prohibit the presiding officer of the Council, board, or commission from maintaining orderly conduct or proper decorum in a public meeting.

4. Rules Related to the Public's Right to be Heard.

In addition to any other reasonable restrictions that may be imposed by the Mayor or presiding member of the Council, board, or commission to ensure decorum, good conduct and efficiency, the following shall apply to all public meetings:

- a. Prior to the consideration of any action items contained on the Consent Agenda portion of the agenda, if applicable, the Mayor or presiding member shall publicly read a notice substantially advising the public of the following:



CITY OF CLERMONT
RESOLUTION NO. 2024-007R

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.

- b. Each speaker will be permitted three (3) minutes to address the Council, board, or commission. These time limits may be extended by the Mayor, presiding officer or by an affirmative majority vote of the Council.
- c. The official time shall be kept by the City Clerk, their designee, or the committee recording secretary.

5. Exemptions.

The requirements in Section C 4 above do not apply to:

- a. An official act that must be taken to deal with an emergency situation affecting the public health, welfare, or safety, if compliance with the requirements would cause an unreasonable delay in the ability of the Council, board, or commission to act;
- b. An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;
- c. A meeting that is exempt from Florida Statute Section 286.011; or
- d. A meeting during which the Council, board, or commission is acting in a quasi-judicial capacity. This paragraph does not affect the right of a person to be heard as otherwise provided by law.
- e. Workshops held by the City Council where no official action will be taken. It shall be at the discretion of the Council if they wish to open the floor for comments from the public. A majority vote of the Council is required to open the floor for an item at a workshop.

D. Council Conduct with One Another

The City Council and appointed boards and commissions are composed of individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office in order to preserve, protect and enhance the present and the future of the City of Clermont community. In all cases, this common goal should be acknowledged even as members may “agree to disagree” on contentious issues.

1. In public meetings:

CITY OF CLERMONT
RESOLUTION NO. 2024-007R

- a. Practice civility, professionalism and decorum in discussions and debate. Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of a free democracy in action. This does not allow; however, Council, or appointed board, or commission members to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments. No shouting or physical actions that could be construed as threatening will be tolerated. Members should conduct themselves in a professional manner at all times, including physical appearance.
- b. Honor the role of the Mayor or presiding officer in maintaining order. It is the responsibility of the Mayor or the presiding officer to keep the comments of all persons; including but not limited to, the Council or appointed board or commission members on track during public meetings. Members should honor efforts by the Mayor or presiding officer to focus discussions on current agenda items. If there is disagreement about the agenda or the Mayor or presiding officer's actions in refraining staff, public or members from speaking, those objections should be voiced politely and with reason.
- c. Avoid personal comments that could offend other members. If a Council Member or appointed board or commission member is personally offended by the remarks of another member, the offended member should make notes of the actual words used and call for a "point of personal privilege" that challenges the other member to justify or apologize for the language used. The Mayor or presiding officer will maintain order of this discussion.
- d. Demonstrate effective problem-solving approaches. Council Members and appointed board and commission members have a public stage to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.
- e. Be punctual and keep comments relative to topics discussed. Council Members and appointed board or commission members have made a commitment to attend meetings and partake in discussions. Therefore, it is important that members be punctual and that meetings start on time. It is equally important that discussions on issues be relative to the topic at hand to allow adequate time to fully discussed scheduled issues. If a member has an item requested to be on the agenda, it is important they set the example by providing timely written materials.

2. In private encounters

- a. In discussing matters, whether in person or by correspondence related to the City, Council Members should be clear as to whether his or her statement reflects personal opinion or is the official stance of the City.



CITY OF CLERMONT
RESOLUTION NO. 2024-007R

- a. Continue respectful behavior in private. The same level of respect and consideration of differing points of view that is deemed appropriate for public discussions should be maintained in private conversations.
- b. Be aware of the insecurity of written notes, voice and text messages, and e-mail. Technology allows words written or said without much forethought to be distributed wide and far. The Public Records Law mandates that any material made or received by an agency in connection with official business be used to perpetuate, communicate or formalize knowledge is a public record, and unless exempt, must be turned over to someone requesting to see that material. Before you create a document, ask yourself: Would you feel comfortable to have this note faxed or PDF'd to others? How would you feel if this voicemail message was played on a speaker phone in a full office? What would happen if this email message was forwarded to others? Written notes, voicemail messages and email related to City business are public communication subject to disclosure.
- c. Even private conversations can have a public presence. Elected officials are always on display – their actions, mannerisms, and language are monitored by people around them that they may not know. Lunch table conversations will be eavesdropped upon, parking lot debates will be watched, and casual comments between individuals before and after public meetings noted.

E. Conduct with City Staff

Governance of a City relies on the cooperative efforts of elected officials, who create laws and set policy; and City staff members, who implement and administer the law and Council policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

1. Treat all staff as professionals.

Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards staff is not acceptable.

2. Limit contact to specific City staff.

Questions of, or directions to, City staff and/or requests for information should be directed to the City Manager or City Attorney. When in doubt about what staff contact is appropriate, Council Members should ask the City Manager for direction. Materials supplied to a Council Member in response to a request will be made available to all members of the Council so that all have equal access to information.

3. Do not disrupt City staff from their jobs.



CITY OF CLERMONT
RESOLUTION NO. 2024-007R

Staff wants to be accessible for City Council, but Council Members should avoid disrupting City staff while they are in meetings, on the phone, or engrossed in performing their job functions.

4. Avoid publicly criticizing an individual employee.

Council Members should avoid expressing concerns about the performance of a City employee in public. Council Members should never criticize an employee directly, or to the employee's manager. Comments about staff performance should only be made to the City Manager.

5. Do not get involved in administrative functions.

Council Members must not attempt to influence City Staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of City licenses and permits. The City Charter, Section 10 also contains information about the prohibition of Council interference in administrative functions.

6. Check with City staff on correspondence before taking action.

Before sending correspondence, Council Members should check with City staff to see if an official City response has already been sent or is in progress.

7. Do not attend staff meetings; with or without the public, unless requested by staff or City Council.

Even if the Council Member does not say anything, the Council Member's presence implies support, shows partiality, intimidates staff, and hampers staff's ability to do their job objectively.

8. Limit requests for staff support.

Even in high priority or emergency situations, requests for additional staff support should be made to the City Manager who is responsible for allocating City resources in order to maintain a professional, well-run City government and following City Council direction.

9. Do not solicit political support from staff.

Council Members should not solicit any type of political support; financial contributions, display of poster or lawn signs, name on support list, etc., from City staff. City staff may, as private citizens with constitutional rights, support political candidates but all such activities must be done away from the workplace.

F. Conduct with the Public



CITY OF CLERMONT
RESOLUTION NO. 2024-007R

1. In public meetings.

Making the public feel welcome is an important part of the local governing process. No signs of partiality prejudice or disrespect should be evident on the part of individual Council, board or commission members toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public comment.

- a. Be welcoming to speakers. Speaking in front of the Council, board, or commission can be a difficult experience for some people. Some issues undertaken may affect people's daily lives and homes. Some decisions are emotional. The way that members treat people during public hearings can do a lot to make them relax or to push their emotions to a higher level of intensity.
- b. Be fair and equitable in allocating public hearing time to individual speakers. If many speakers are anticipated, the Mayor or presiding officer may ask speakers to limit themselves to new information and points of view not already covered by previous speakers. No speaker will be turned away unless he or she exhibits inappropriate behavior. Each speaker may only speak once during the public comment unless the Council requests additional clarification. After the close of any public comment portion, no more public testimony will be accepted unless the Mayor or presiding officer reopens the public hearing for a limited and specific purpose.
- c. Avoid appearing as if you are not listening. It is disconcerting to speakers to have Council, board, or commission members not look at them when they are speaking. It is fine to look down at documents or to make notes, but reading for a long period of time, gazing around the room or getting up from your seat gives the appearance of disinterest. Be aware of facial expressions and body language; such as head and arm movements, especially those that could be interpreted as "smirking", disbelief, anger or boredom.
- d. Ask for clarification, but avoid debate and argument with the public. Only the Mayor or presiding officer, not individual members, can interrupt a speaker during a presentation. However, a member can ask the Mayor or presiding officer for a point of order if the speaker is off the topic or exhibiting behavior or language the member finds disturbing. If speakers become flustered or defensive, it is the responsibility of the Mayor or presiding officer to calm and focus the speaker and to maintain the order and decorum of the meeting. Questions by Council, board, or commission members to members of the public testifying should seek to clarify or expand information. It is never appropriate to belligerently challenge or belittle the speaker.
- e. No personal attacks of any kind, under any circumstance.
- f. Follow parliamentary procedure in conducting public meetings. The City Attorney serves as advisory parliamentarian for the City and is available to answer questions



CITY OF CLERMONT
RESOLUTION NO. 2024-007R

or interpret situations according to parliamentary procedures. Final rulings on parliamentary procedure are made by the Mayor or presiding officer, subject to the immediate appeal to the full Council, board, or commission.

2. In unofficial settings.

- a. Make no promise on behalf of the Council. Council Members will frequently be asked to explain a Council action or to give their opinion about an issue as they meet and talk with constituents in the community. It is appropriate to give a brief overview of City policy and to refer to City staff for further information. It is inappropriate to overtly or implicitly promise Council action, or to promise City staff will do something specific; for example, fix a pothole, remove a library book, plant new flowers in the median, etc.
- b. Make no personal comments about other Council Members. It is acceptable to disagree publicly about an issue, but it is unacceptable to make derogatory comments about other Council Members, their opinions and actions.
- c. Remember Clermont is a small community at heart. Council Members are constantly being observed by the community every day that they serve in office. Their behaviors and comments serve as models for proper deportment in the City of Clermont. Honesty and respect for the dignity of each individual should be reflected in every word and action taken by Council Members, 24 hours a day, seven days a week. It is an important and continuous responsibility.

G. Council Conduct with Other Public Agencies

1. Be clear about representing the City or personal interests.

If a Council Member appears before another governmental agency or organization to give a statement on an issue, the Council Member must clearly state:

- a. If his or her statement reflects personal opinion or is the official stance of the City. Even if the Council Member is representing his or her own personal opinions, remember that this still may reflect upon the City as an organization.
- b. Whether this is the majority or minority opinion of the Council. If the Council Member is representing the City, the Council Member must support and advocate the official City position on an issue, not a personal viewpoint.
- c. Correspondence also should be equally clear about representation. City letterhead may be used when the Council Member is representing the City and the City's official position. A copy of official correspondence should be given to the City Clerk to be filed as part of the permanent public record. To avoid confusion regarding City Council's position, City letterhead should not be used for



CITY OF CLERMONT
RESOLUTION NO. 2024-007R

correspondence of Council Members representing a personal point of view, or a dissenting point of view from an official Council position.

H. Council Conduct with Appointed Boards or Commissions

The City has established several boards and commissions as a means of gathering more community input. Citizens who serve on advisory boards and commissions become more involved in government and serve as advisors to the City Council. They are a valuable resource to the City's leadership and should be treated with appreciation and respect.

1. If attending an appointed board or commission meeting, and you are not an appointed the liaison, be careful to only express personal opinions.

Council Members may attend any appointed board meeting, which are always open to any member of the public. However, if the appointed board or commission is conducting a quasi-judicial public hearing, the Council Member should refrain from attending. Council Members should be sensitive to the way their participation could be viewed as unfairly affecting the process. Any public comments by a Council Member at an appointed board meeting should be clearly made as individual opinion and not a representation of the feelings of the entire City Council. Also be cognizant of the Sunshine Law, precluding discussion (outside of a meeting advertised for City Council) by two or more members of City Council on any item that may take action upon. A Council Member's presence may affect the conduct of the appointed boards and limit their role and function.

2. Limit contact with appointed board and commission members.

It is inappropriate for a Council Member to contact an appointed board member to lobby on behalf of an individual, business, or developer. Council Members should contact staff in order to clarify a position taken by the advisory boards.

3. Appointed board and commissions serve the City Council, not individual Council members.

City Council appoints individuals to serve on these boards, and it is the responsibility of board and commission members to follow applicable law and policy established by the Council. But board and commission members do not report to individual Council Members, nor should Council Members feel they have the power or right to threaten board members with removal if they disagree about an issue. Appointment and re-appointment to an appointed board or commission should be based on such criteria as expertise, ability to work with staff and the public, and commitment to fulfilling official duties. A board appointment should not be used as a political "reward".

4. Be respectful of diverse opinions.

A primary role of appointed boards is to represent many points of view in the community and to provide the Council with advice based on a full spectrum of concerns and perspectives. Council Members must be fair and respectful of any citizens serving on appointed boards.



CITY OF CLERMONT
RESOLUTION NO. 2024-007R

5. Keep election issues away from public forums and appointed board meetings.

While Council Members are free to participate in politics when not conducting official business, they should refrain from campaigning for office or providing political support or non-support for those who are running for any elected office; national, state or local, while conducting official duties or when attending appointed board meetings.

I. Council Conduct with the Media

Council Members may be contacted by the media for background and quotes.

1. The best advice for dealing with the media is to avoid going “off the record”.

Most members of the media represent the highest levels of journalistic integrity and ethics, and can be trusted to keep their word. But one bad experience can be catastrophic. Words that are not said cannot be quoted.

2. Choose words carefully and cautiously.

Comments taken out of context can cause problems. Be especially cautious about humor, sardonic asides, sarcasm, or word play. It is never appropriate to use personal slurs or swear words when talking with the media.

J. Sanctions

The City Council is the judge of its own qualifications; City Charter Section 13, and Council Members who intentionally and repeatedly do not follow proper conduct may be reprimanded or formally censured by the Council. Serious infractions of this Code of Conduct could lead to other sanctions as deemed appropriate by Council, including forfeiture of office. It is the responsibility of City Council to initiate action if a Council Member’s behavior may warrant sanction due to a breach of these written standards of conduct. Any action taken on the alleged violation(s) must be brought up with the City Council in a public meeting.

SECTION 3: CONFLICT

Resolutions 2021-003R is hereby repealed. All other policies and/or resolutions or parts of policies and/or resolutions in conflict with any of the provisions of this Resolution are hereby repealed.



CITY OF CLERMONT
RESOLUTION NO. 2024-007R

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: EFFECTIVE DATE

This Resolution shall take effect immediately upon its Passage.



CITY OF CLERMONT
RESOLUTION NO. 2024-007R

DONE AND RESOLVED by the Mayor of 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



**CITY OF CLERMONT
CITY COUNCIL MEETING
CLERMONT CITY HALL
AGENDA
6:30 PM, DATE**

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

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PROCLAMATION

PRESENTATIONS

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.

UNFINISHED BUSINESS

NEW BUSINESS

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

**CITY OF CLERMONT
CITY COUNCIL MEETING
CLERMONT CITY HALL
AGENDA
6:30 PM, DATE**

proceeding or by contacting the City Clerk's Office at cityclerk@clermontfl.org. TTY users may call via 711 (Florida Relay Service) no later than two (2) business days prior to the proceeding.

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



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 23, 2024		
Agenda Item Name		
Variance Request Wendy's at John's Lake Landing		
Requested Action		
Recommend denial of requested variances.		
Staff Report		
<i>This item was tabled at the December 12, 2023 City Council meeting. The agenda item was tabled again on January 23, 2024 to continue to allow staff and the applicant to work through the variance request.</i> The applicant is requesting the following two (2) variances to the Land Development Codes: 1. Section 117-15 Permitted Signs - Number of ground signs for Single Occupancy commercial site 2. Section 117-16 Offsite Signs - Allow two offsite signs The applicant is requesting two (2) variances to the Land Development Regulations Section 117-15 Permitted Signs and 117-16 Off-Site Signs for 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 John Lake Landing Planned Unit Development (PUD). On April 11, 2023, the City annexed the parcel into the Clermont boundaries. The property is part of a Master Planned Development that will be called "Westfall Station", which includes apartments, restaurants, retail and other commercial 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. 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 2 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. 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.		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Legal Ad	Legal Ad & Invoice.pdf	

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:	11/22/2023
Order Number:	9558885
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	52.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	12/05/2023 - 12/05/2023	Govt Public Notices
LEE dailycommercial.com	1	12/05/2023 - 12/05/2023	Govt Public Notices

Order Confirmation Amount	\$92.16
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Ad Preview

LEGAL NOTICE

Notice is hereby given that the Clermont City Council will consider a request at a public hearing on Tuesday, December 12, 2023 at 6:30 PM for the following Variances: (1) To allow for an off-site sign to be placed at a location that does not meet the code requirements for Section 117-16, and (2) To allow for an off-site ground sign closer than any street rights-of-way lines permitted for Section-117-16, and (3) To allow for a monument sign height and width to exceed the maximum square footage allowed by Section 117-15, at the following location:

LOCATION

Wendy's at Johns Lake Landing
Located on the south side of State
Road 50 and
west of Magnolia Pointe Boulevard
(Alternate Key 3944668)

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, MMC
City Clerk
Daily Commercial
December 5, 2023

#9558885 12/5/23



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date	
Tuesday, January 23, 2024	
Agenda Item Name	
Resolution No. 2023-026R <i>Hancock Commons Apartments CUP</i>	
Requested Action	
Recommend denial of Resolution 2023-026R.	
Staff Report	
<i>This item was tabled at the October 24, 2023 City Council meeting. The Applicant is requesting this item be continued for six (6) months, or until July 23, 2024, to continue to work with Lake County on the alignment of the Hooks Street Extension.</i> The applicant, Clermont 15 LLC, is requesting a Conditional Use Permit (CUP) in order to develop an apartment complex consisting of 230 multi-family units on 20 +/- acres located adjacent to the intersection of Hooks Street and Hancock Road. The proposed project is being presented as a combination of multi-story buildings, attached townhome type units and two-family units. In addition, the applicant is proposing amenities, such as a clubhouse, swimming pool and dog park. The underlying zoning on the property currently is C-2 General Commercial. Section 125-337 of the Land Development Code may permit dwelling units through a Conditional Use Permit. In addition, the applicant will also have 3.75 acres of commercial abutting this proposal along Hancock Road that is not part of the CUP. The future land use of the property is Commercial. A conceptual site plan prepared by Germana Engineering, dated 09-08-2023, shows the layout of the development. The proposed density of the project is 11.5 dwelling units per acre. The conceptual plan shows the project as being gated and served by four (4) ingress/egress locations. Two (2) of the access points are along the north property line, and the other two (2) are on the western edge of the development. Two (2) other potential access points are shown along the future Hooks Street corridor. The proposed parking consists of 472 spaces. The required parking is 470 spaces, which leaves two (2) additional spaces for visitors and guests. The applicant has prepared a traffic impact analysis, which has been reviewed by the City's traffic consultant, the Florida Department of Transportation, and Lake County. Several operational deficiencies were noted as a result of the proposed development within the current transportation network. These operational deficiencies would restrict ingress and egress to the site, especially along the two (2) western access points from Hancock Road due to vehicles blocking the access points and the inability to leave the proposed site and head southbound on Hancock Rd. Lake County has plans to modify the medians to prohibit any traffic turning left (southbound) on Hancock Rd leaving the site. In addition, no U-turn signage will be installed at SR 50. State Road 50 is over capacity and retiming of the traffic signals at SR 50 and Hancock Rd will not alleviate the issue.	



Looking south along Hancock Road with the access points on the left blocked by current traffic. Hooks Street traffic light in the background.

In order for safe and efficient movement of traffic, the additional traffic from the proposed site would be best served with access to the traffic signal on Hancock Road at Hooks Street. The traffic signal and full intersection will allow traffic movement in all directions. In 2020, Lake County and the City agreed upon the alignment of Hooks Street. This was made known to all property owners along the Hooks Street corridor. If approved, the developer will be required to replace or modify the traffic signal to provide for the westbound approach. The construction of Hooks Street is a critical aspect of safety serving this project. In a previous multi-family application in 2019 presented before the City on this parcel, the Hooks Street access was also a critical point of discussion and necessity. The applicant did not agree to this, and the project did not move forward. The current project does not allow for the full Hooks Street alignment previously approved in 2020.

Section 101-212 (b) of the Land Development Code has specific requirements in order to grant a Conditional Use Permit. This application fails to fully meet: (1) the compatibility of development, (2) transportation, and (3) site planning aspects of the review. The compatibility of development will impact the traffic to abutting property owners. With the current transportation network, the project demands will not be served. This section of the code requires dedication of rights-of-way, frontage or reverse frontage roads and other necessary improvements that will be considered and addressed. The applicant has failed to address these issues. Site planning has not fully addressed consideration of: (1) visual resources (view and aesthetics) with no cross-sectional view of the project, (2) off-street parking with parking inadequate for guests and location of parking nearby to serve the residents, and (3) ingress and egress that will safely serve the property with particular reference to automobile and pedestrian safety, traffic flow and control and access in case of fire. Staff recommends denial of Resolution 2023-026R. *The Planning and Zoning Commission recommended denial, 6-0.*

Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Resolution	Resolution.pdf	
2. Legal Ad	Legal Ad.pdf	



CITY OF CLERMONT
RESOLUTION NO. 2023-026R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR MULTI-FAMILY DWELLING UNITS WITHIN THE C-2 GENERAL COMMERCIAL DISTRICT; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida, at a meeting held October 3, 2023, recommended denial of this Conditional Use Permit to allow for multi-family dwelling units within the C-2 General Commercial District at the following location:

LOCATION:

Hancock Commons Apartments
Vacant property northeast of the Hooks Street
and Hancock Road intersection.
(Alternate Key # 3825852, 3864164, 3864163)
23.75 +/- Acres

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

WHEREAS, the City Council determines that the application for a Conditional Use Permit meets the criteria set forth in the Land Development Code and otherwise it is in the interest of the general welfare of the City of Clermont, Lake County, Florida, to grant this Conditional Use Permit.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Clermont, Lake County, Florida, that based on the findings stated above and incorporated herein:

This application for a Conditional Use Permit to allow for multi-family dwelling units within the C-2 General Commercial District; be granted subject to the following conditions:

SECTION 1: GENERAL CONDITIONS

1. The conditions as set forth in this Conditional Use Permit shall be legally binding upon any heirs, assigns and successors in title or interest.
2. No further expansion of the use or additions to the facility shall be permitted except as approved by another Conditional Use Permit.



CITY OF CLERMONT
RESOLUTION NO. 2023-026R

3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.
4. The Fire Inspector shall provide building inspections for life safety requirements and all fire code regulations must be in compliance prior to the issuance of any Building Certificate of Occupancy.
5. The Building Inspector shall inspect all structures and building for compliance and any building code violations shall be corrected before the issuance of the Certificate of Occupancy.
6. The Conditional Use Permit must be executed and processed through the office of the City Clerk within 90 days of its date of approval by the City Council or the permit shall become null and void.
7. The Applicant shall record in the Public Records of Lake County within 90 days of its date of approval by the City Council, a short-form version of this Conditional Use Permit as provided by the City or a form acceptable to the City, to provide notice to all interested parties, the assigns, successors and heirs of the developer/applicant and all future owners of the above-referenced property that the real property described above and contained in the legal description in Exhibit A is subject to the terms and conditions of the Conditional Use Permit.
8. If any of the stated conditions are violated, the Applicant understands and agrees that the City Council may open the Conditional Use Permit for further conditions or revoke this Conditional Use Permit by Resolution.
9. No business can occupy any portion of the building(s) after construction and final Certificate of Occupancy unless the proposed business has applied for and obtained a Local Business Tax Receipt from the Clermont Development Services Department.
10. Should approved uses cease operation for more than 180 days, a new Conditional Use Permit shall be required for the same or similar operations.
11. Fiber optic conduit and pull boxes may be required to be installed by the developer in the utility easements to extend the City's fiber optic network. The City's Information Technology Director will work with the developer at the time of site plan review to determine the extent of fiber optic conduit.
12. The property shall be developed in substantial accordance with the Conditional Use Plans dated 9-8-23, prepared by Germana Engineering, Exhibit B. All new development and/or changes to the subject property must submit for site plan approval by the Site Review Committee prior to the issuance of a zoning clearance or other development permits. The presentation site plan submitted with the Conditional Use Permit application is not the approved and final construction plan.



CITY OF CLERMONT
RESOLUTION NO. 2023-026R

13. This permit shall become null and void if substantial construction work has not begun within two (2) years of the date of issuance of this Conditional Use Permit. "Substantial construction work" means the commencement and continuous prosecution of construction of required improvements ultimately finalized at completion.

SECTION 2: LAND USE

1. This permit is for up to 230 rental dwelling units, not to exceed 11.5 dwelling units per acre, through the construction of multi-story apartments, townhome style buildings, and detached duplexes.
2. The building setbacks will be a minimum of 25 feet from any public rights of ways, which include future Hooks Street right-of-way. All other building setbacks will be a minimum of 20 feet from the property line.
3. The buildings shall be designed in a manner that shall meet the City of Clermont's Architectural Standards and be constructed closely as represented in the provided Sample Elevations, Exhibit C.
4. 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 dwelling units shall be provided with Fire Sprinklers.
5. The project will have private gated streets at all entrance points and will be maintained by the developer or designated party.
6. A trash compacter may be substituted for dumpsters for the project if the Applicant can demonstrate it can sufficiently meet the waste demands for the project.
7. The developer will agree to construct that segment of Hooks Street lying along the southern property boundary in exchange for impact fee credits or other consideration as outlined in an agreement with the City and Lake County. The project shall be required to connect to Hooks Street as an access point for the development. This will be completed prior to first building receiving a Certificate of Occupancy.
8. The developer shall be responsible for payment of 1.61 % of the improvements for the cost to widen Hancock Road from Hooks Street to Johns Lake Road as part of their proportionate share cost. This payment shall be made upon request of Lake County prior to the commencement of the road improvement project.
9. The developer shall be responsible for transportation improvements to Hancock Road and Hooks Street, including but not limited to: right of way, design, engineering, permitting and construction to the local roadway network as determined by Lake County. All right-of-way shall be dedicated at no cost and shall be of sufficient width for the design and construction of Hooks Street.



CITY OF CLERMONT
RESOLUTION NO. 2023-026R

10. The site shall be designed and developed to comply with the Clermont Land Development Regulations, including landscape buffers and screening.
11. School concurrency shall be met before final site plan approval in accordance with the Comprehensive Plan and Land Development Code.
12. If required by Lake County or Florida Department of Transportation, the developer shall be responsible to coordinate the modification of the existing traffic signals to accommodate safe and efficient traffic flow resulting from the project.
13. The project shall be developed according to the C-2 General Commercial zoning designation in the Land Development Code, unless expressly stated above.

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. 2023-026R

DONE AND RESOLVED by the Mayor of the City Council of the City of Clermont, Lake County, Florida, this 24th day of October 2023.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney



CITY OF CLERMONT
RESOLUTION NO. 2023-026R

Exhibit A – Legal Description:

AltKey 3864164:

TRACT A, HANCOCK COMMONS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 61, PAGES 87 AND 88, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

AltKeys 3864163 & 3825852 (as surveyed):

A PARCEL OF LAND LOCATED IN THE NW 1/4 OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 26 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA, BEING THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4449, PAGE 2263 AND LOT 5, HANCOCK COMMONS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 61, PAGES 87-88, BOTH OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID NW 1/4; THENCE WITH THE SOUTH LINE OF SAID NW 1/4, N89°56'21"W, A DISTANCE OF 50.01 FEET TO THE EAST RIGHT-OF-WAY LINE OF HANCOCK ROAD (100-FOOT RIGHT OF WAY PER OFFICIAL RECORDS BOOK 2010, PAGE 321, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA); THENCE WITH SAID EAST RIGHT-OF-WAY LINE, N01°06'13"E, A DISTANCE OF 57.91 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE WITH SAID EAST RIGHT-OF-WAY LINE, N01°06'13"E, A DISTANCE OF 606.10 FEET TO THE NORTH LINE OF THE S 1/2 OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 27; THENCE WITH SAID NORTH LINE, S89°46'36"E, A DISTANCE OF 278.93 FEET TO THE SOUTHWEST CORNER OF LOT 5 OF SAID HANCOCK COMMONS; THENCE WITH THE WEST LINE OF SAID LOT 5, N01°02'42"E, A DISTANCE OF 345.27 FEET TO THE SOUTH LINE OF LOT 1 OF SAID HANCOCK COMMONS; THENCE WITH THE SOUTH LINES OF LOTS 1 AND 2 OF SAID HANCOCK COMMONS, S89°05'20"E, A DISTANCE OF 390.91 FEET TO THE EAST LINE OF SAID LOT 2; THENCE WITH SAID EAST LINE THE FOLLOWING TWO (2) COURSES: 1) N45°54'42"E, A DISTANCE OF 7.08 FEET; 2) N00°54'40"E, A DISTANCE OF 239.99 FEET TO THE NORTH LINE OF SAID LOT 2; THENCE WITH SAID NORTH LINE, N89°05'20"W, A DISTANCE OF 38.98 FEET; THENCE WITH THE SAID NORTH LINE AND WITH A PORTION OF THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD 50 (VARIABLE-WIDTH RIGHT OF WAY), N00°54'40"E, A DISTANCE OF 25.00 FEET; THENCE WITH SAID SOUTH RIGHT-OF-WAY LINE S89°05'20"E, A DISTANCE OF 88.98 FEET; THENCE WITH THE WEST LINE OF LOT 3 OF SAID HANCOCK COMMONS THE FOLLOWING TWO (2) COURSES: 1) S00°54'40"W, A DISTANCE OF 263.94 FEET; 2) S44°20'15"E, A DISTANCE OF 8.60 FEET TO THE SOUTH LINE OF SAID LOT 3; THENCE WITH THE SOUTH LINES OF LOTS 3 AND 4 OF SAID HANCOCK COMMONS, S89°05'20"E, A DISTANCE OF 453.99 FEET TO THE EAST LINE OF SAID LOT 4; THENCE WITH SAID EAST LINE THE FOLLOWING TWO (2) COURSES: 1) N30°41'51"E, A DISTANCE OF 54.57 FEET; 2) N00°52'01"E, A DISTANCE OF 222.64 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SAID STATE ROAD 50; THENCE WITH SAID SOUTH RIGHT-OF-WAY LINE, S89°05'20"E, A DISTANCE OF 52.50 FEET TO THE EAST LINE OF LOT 5 OF SAID HANCOCK COMMONS; THENCE WITH SAID EAST LINE, S00°52'01"W, A DISTANCE OF 333.42 FEET TO THE NORTHEAST CORNER OF TRACT A OF SAID HANCOCK COMMONS; THENCE WITH THE NORTH LINE OF SAID TRACT A, N89°05'20"W, A DISTANCE OF 230.00 FEET; THENCE WITH THE WEST LINE OF SAID TRACT A, S00°52'01"W, A DISTANCE OF 272.76 FEET; THENCE WITH THE SOUTH LINE OF SAID TRACT A, S89°46'36"E, A DISTANCE OF 230.01 FEET; THENCE WITH THE EAST LINE OF THE S 1/2 OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 27, S00°52'01"W, A DISTANCE OF 498.74 FEET; THENCE LEAVING SAID EAST LINE THE FOLLOWING SIX (6) COURSES: 1) N88°57'38"W, A DISTANCE OF 543.18 FEET TO A POINT OF CURVATURE; 2) SOUTHWESTERLY WITH THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 890.00 FEET, A CENTRAL ANGLE OF 22°52'07" AND A CHORD BEARING AND DISTANCE OF S79°36'19"W, 352.88 FEET) FOR AN ARC DISTANCE OF 355.23 FEET TO A POINT OF REVERSE CURVATURE; 3) SOUTHWESTERLY WITH THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 809.13 FEET, A CENTRAL ANGLE OF 10°40'24" AND A

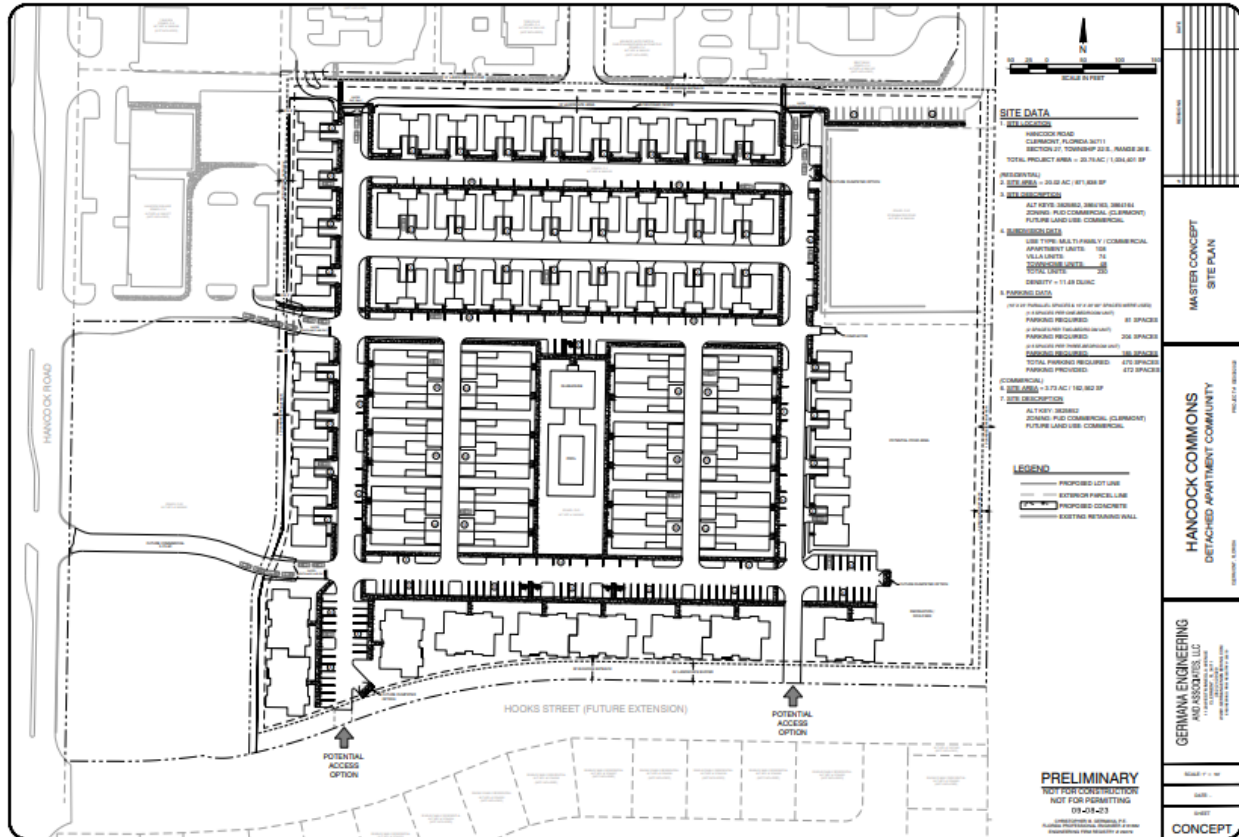


CITY OF CLERMONT
RESOLUTION NO. 2023-026R

CHORD BEARING AND DISTANCE OF S73°30'26"W, 150.51 FEET) FOR AN ARC DISTANCE OF 150.73 FEET TO A POINT OF COMPOUND CURVATURE; 4) NORTHWESTERLY WITH THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 26°10'13" AND A CHORD BEARING AND DISTANCE OF N88°04'16"W, A DISTANCE OF 45.28 FEET) FOR AN ARC DISTANCE OF 45.68 FEET; 5) SOUTHWESTERLY WITH THE ARC OF A NON-TANGENT CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 800.00 FEET, A CENTRAL ANGLE OF 08°19'44" AND A CHORD BEARING AND DISTANCE OF S86°09'49"W, 116.19 FEET) FOR AN ARC DISTANCE OF 116.29 FEET TO A POINT OF TANGENCY; THENCE N89°40'18"W, A DISTANCE OF 74.16 FEET TO THE POINT OF BEGINNING.

CITY OF CLERMONT
RESOLUTION NO. 2023-026R

Exhibit B:
Overall Site Plan



CITY OF CLERMONT
RESOLUTION NO. 2023-026R

Exhibit C: Sample Elevations



12-UNIT APARTMENT ELEVATION



24-UNIT APARTMENT ELEVATION



TOWNHOME ELEVATION



1x2 - 1-STORY

3x2 - 2-STORY

3x2 - 2-STORY

2x2 - 2-STORY

VILLA ELEVATIONS - FRONT-LOAD GARAGES



1x2 - 1-STORY

3x2 - 2-STORY

3x2 - 2-STORY

2x2 - 2-STORY

VILLA ELEVATIONS - REAR-LOAD GARAGES

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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:	09/14/2023
Order Number:	9288628
Prepayment Amount:	\$ 0.00

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Line Count:	55.0000
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Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	2	09/26/2023 - 10/17/2023	Govt Public Notices
LEE dailycommercial.com	2	09/26/2023 - 10/17/2023	Govt Public Notices

Order Confirmation Amount	\$170.60
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Ad Preview

LEGAL NOTICE

On Tuesday, October 3, 2023 at 6:30 PM the Clermont Planning & Zoning Commission will consider a request for a Conditional Use Permit to allow for multi-family dwelling units within the C-2 General Commercial District. The final hearing of the proposed request will be heard by Clermont City Council on Tuesday, October 24, 2023 at 6:30 PM.

LOCATION

Hancock Commons Apartments
Vacant property northeast of the
Hooks Street
and Hancock Road intersection.
(Alternate Key # 3825852, 3864164,
3864163)
23.75 +/- Acres

All public meetings will be held in the Clermont City Hall, 1st floor Council Chambers located at 685 W. Montrose Street, Clermont, FL 34711.

This application is available for public inspection in the Development Services Department, Monday through Friday between the hours of 8:00 AM and 5:00 PM.

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

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

Tracy Ackroyd Howe, MMC
City Clerk
Daily Commercial
September 26 and October 17, 2023
#9288628 Sept 26, Oct 17, 2023

AGENDA ITEM

Meeting Date	
Tuesday, January 23, 2024	
Agenda Item Name	
Variance Request <i>The Music Store</i>	
Requested Action	
Recommend denial of requested variances.	
Staff Report	
<i>This item was tabled at the January 9, 2024 City Council meeting.</i> 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 regard 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. Update: After the November 28th meeting, staff met with the applicant on site to review a possible mediation plan. The applicant has agreed to remove the "guitar" sign on the palm tree, and relocate one of the large signs on the southern property line to the middle of the site (this sign would be located on an internal building wall). Moving these signs is an improvement, but a variance is still required. For the remaining two signs (one located on the southern property line, and the other located on the parking lot light pole) the applicant is requesting to keep them as proposed. Staff's recommendation has not changed from the original request, and remains a recommendation of denial.	

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

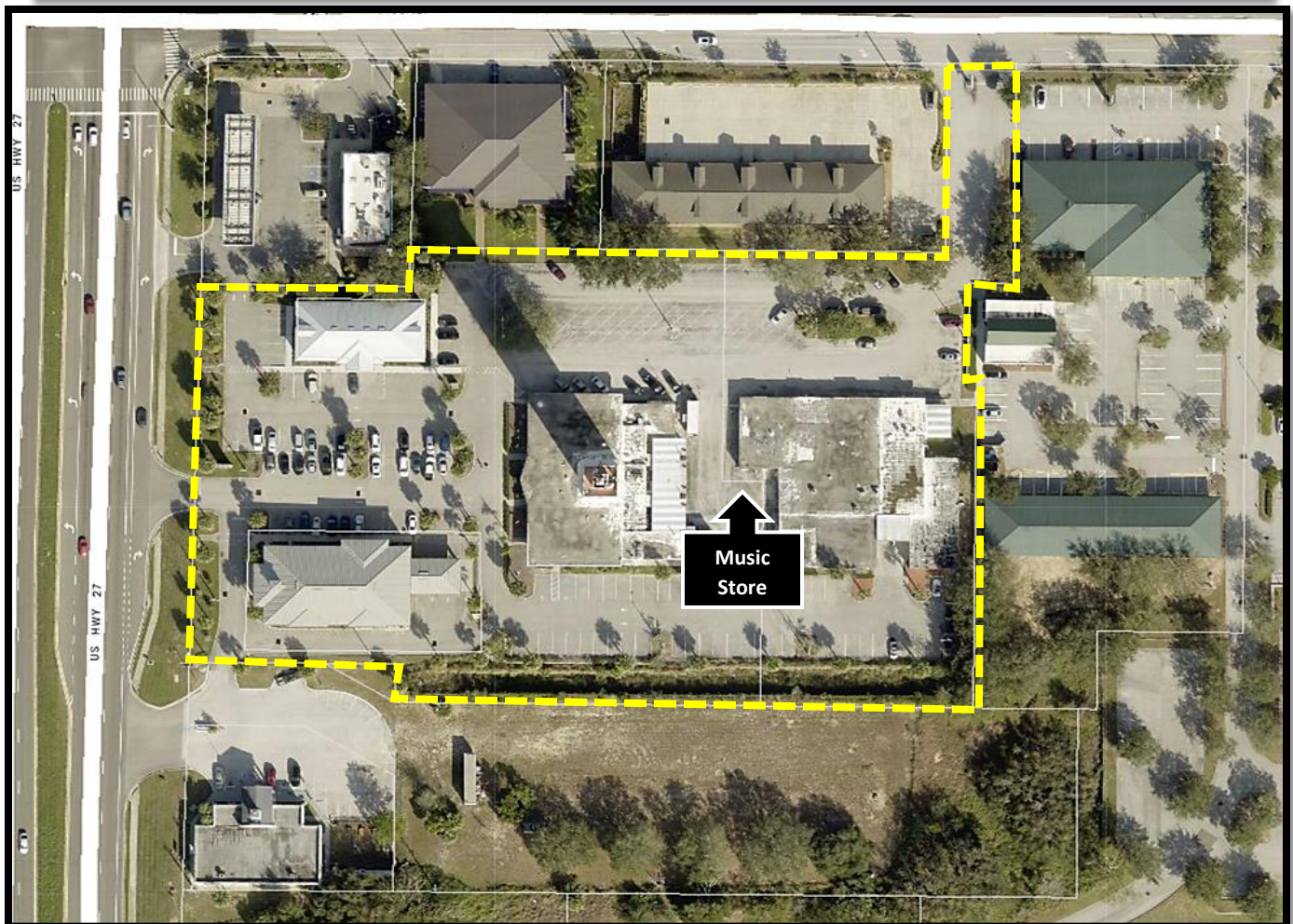
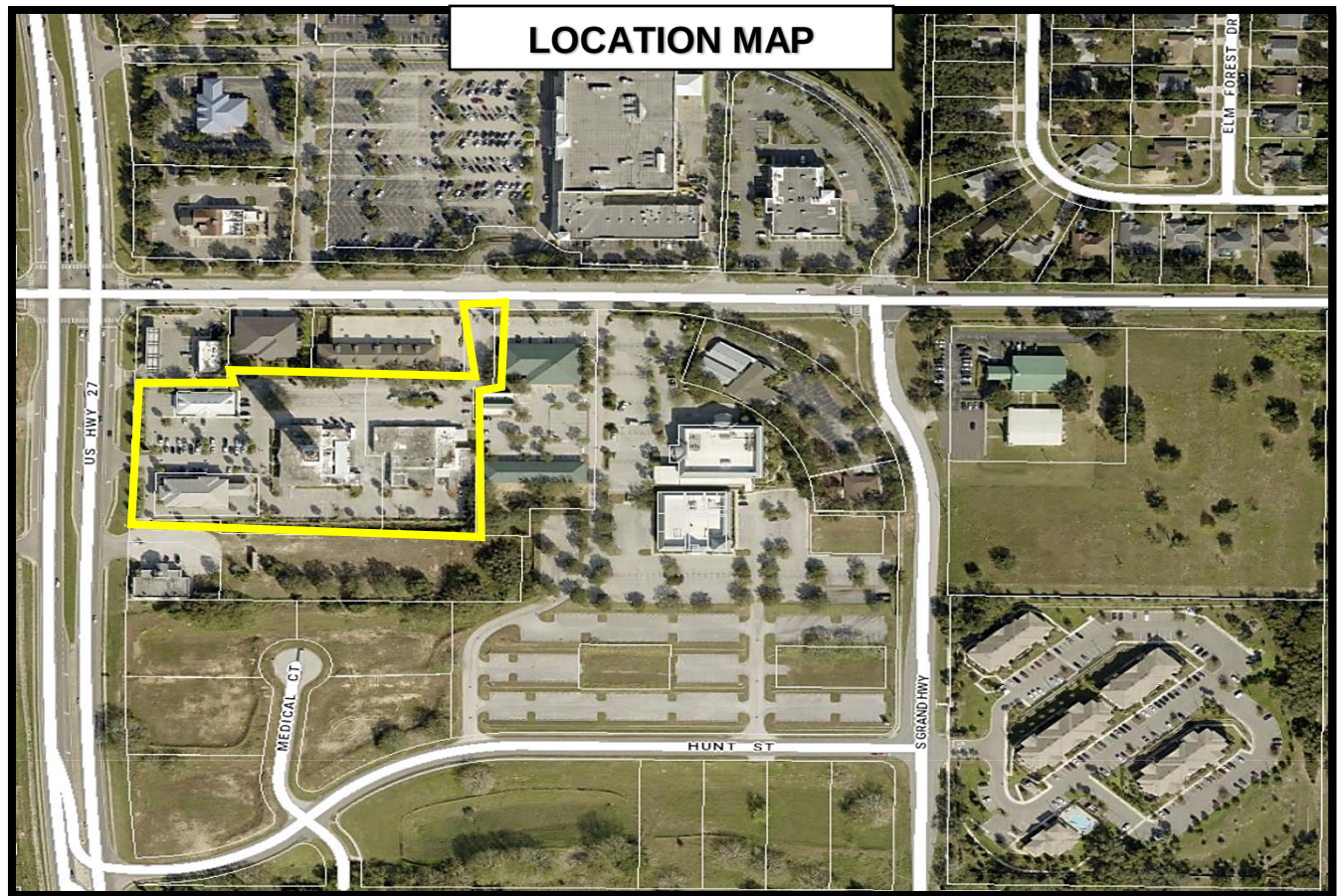
- (5) The variance requested is the minimum variance that will make reasonable use of the land, building, or structure of the benefits that would be achieved under the other variance criteria by granting of the variance outweigh the benefits under this criteria if the variance was denied;

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.*

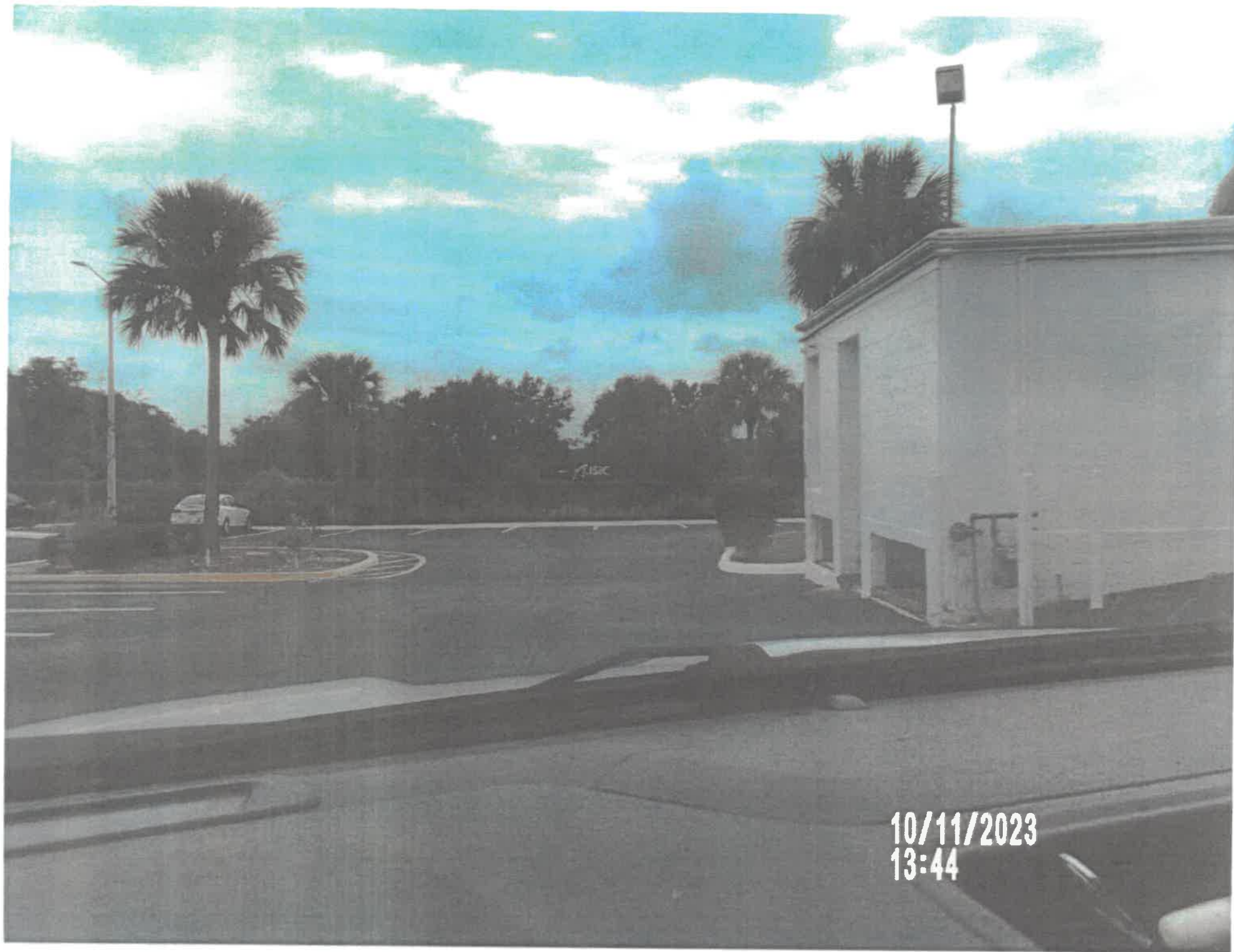
Negative finding

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 be 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

CLERMONT
City of Champions

Evie Wallace
Code Enforcement Manager
685 W. Montrose St., Clermont, FL 34711
Tel 352-241-7304 | Fax 352-394-3642
ewallace@clermontfl.gov
www.ClermontFL.gov

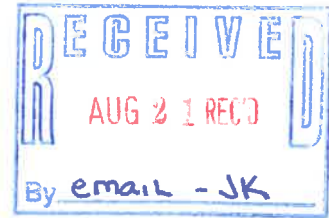
Our mission: To preserve and enhance the quality of life for the Clermont community by providing exceptional services.

* 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.

15



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:

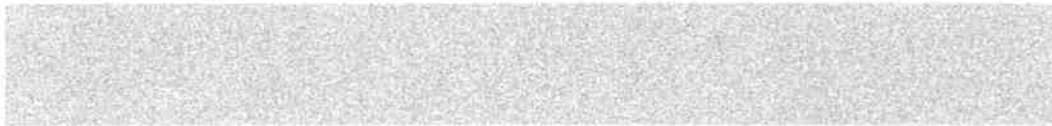
- (1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;
- (2) The variance will allow a reasonable used of the property, which use in not out of character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

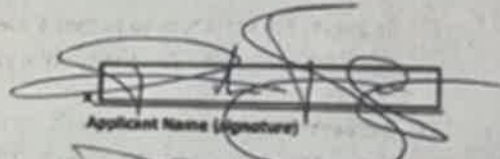
(4) The granting of the variance is consistent with the city's comprehensive plan; and

(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)



Applicant Name (signature)

Ralph Messer

Owner Name (print)



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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Clermont, FL 34712-0219
(352) 394-4083 Fax: (352) 394 3542



Sec. 86-174. Review criteria and findings.

When reviewing an application for a variance, the board of zoning adjustment shall not vary the requirements of any provision of this land development code unless it makes a positive finding, based on substantial competent evidence, on each of the following:

- (1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;
- (2) The variance will allow a reasonable use of the property, which use is not out of character with other properties in the same zoning category;
- (3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance were denied;
- (4) The granting of the variance is consistent with the city's comprehensive plan; and
- (5) The variance requested is the minimum variance that will make reasonable use of the land, building, or structure or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance was denied.

(Ord. No. 281-C, §1(Ch. 8, §2(C)), 11-8-94)

Sec. 86-175. Time limit for commencing construction.

When any variance is granted, construction of the structure or other variance item must begin within one year from the date of grant. It shall be the obligation of the owner to file written notice with the administrative official and director of planning that he has begun the proposed construction. If no such notice is filed, the variance shall automatically lapse.

(Ord. No. 281-C, § 1(Ch. 8, § 2(D)), 11-8-94; Ord. No. 294-C, § 2, 9-28-9)

Ad Preview

LEGAL NOTICE

Notice is hereby given that the Clermont City Council will consider a request at a public hearing to be held on Tuesday, November 28, 2023 at 6:30pm for the following variance: To allow for a number of off-site signs and placement of signs to exceed the maximum permitted by the Land Development Regulations, Chapter 117-Signs, at the following location:

LOCATION

The Music Store
155 North Highway 27, Clermont,
FL

(Alternate Key #3792361)

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

All public hearings are held in the Clermont City Hall, Council Chambers, located at 685 West Montrose Street, Clermont, FL 34711.

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

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made.

Tracy Ackroyd Howe
City Clerk, MMC

Daily Commercial
November 21, 2023

9514630 11/21/23

Order Confirmation

Not an Invoice

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City Of Clermont-Legals P.O. BOX 120219 CLERMONT FL 34712
Contact Name:	Christina Perry
Contact Phone:	
Contact Email:	cperry@clermontfl.org
PO Number:	

Date:	11/09/2023
Order Number:	9514630
Prepayment Amount:	\$ 0.00

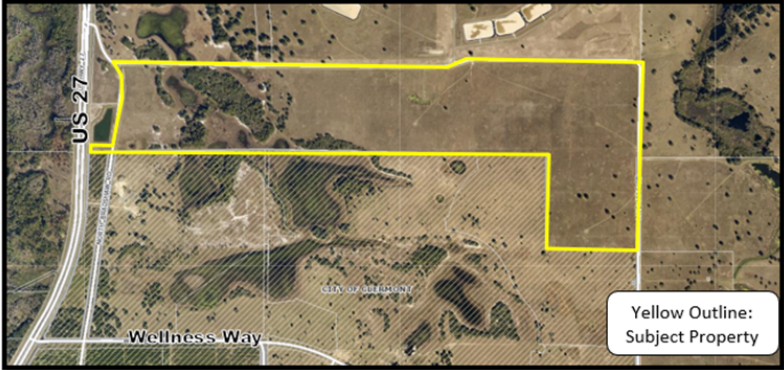
Column Count:	1.0000
Line Count:	41.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	11/21/2023 - 11/21/2023	Govt Public Notices
LEE dailycommercial.com	1	11/21/2023 - 11/21/2023	Govt Public Notices

Order Confirmation Amount	\$74.78
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AGENDA ITEM

Meeting Date		
Tuesday, January 23, 2024		
Agenda Item Name		
Ordinance No. 2023-023 <i>Final</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. Annexation-Application-Signed	Annexation-Application-Signed.pdf	
4. Annex Lennar Swap Ad	Annex Lennar Swap Ad.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

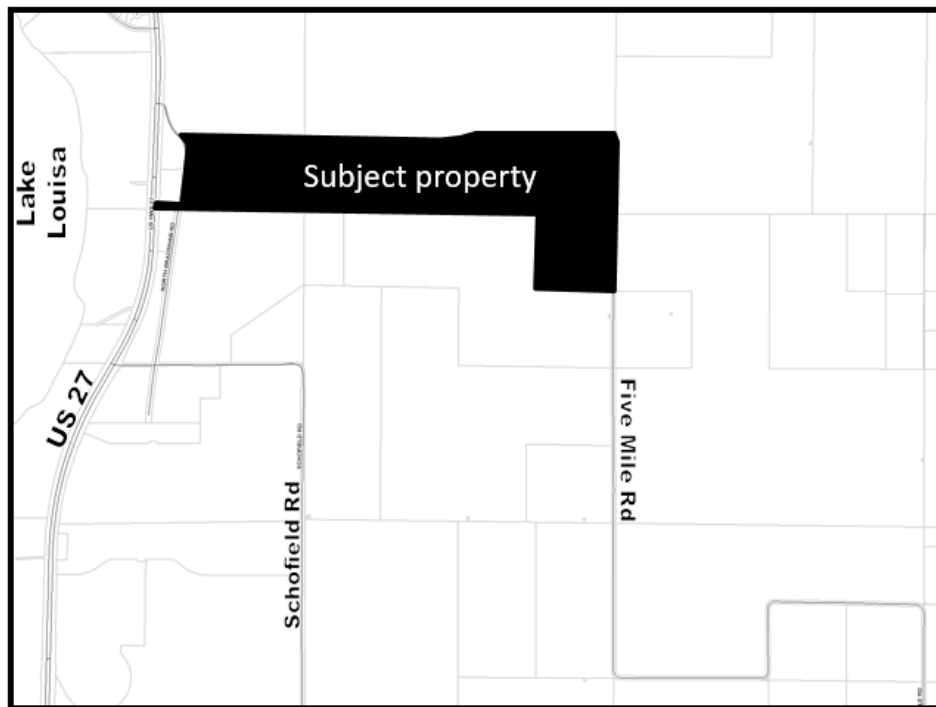
THENCE RUN THE FOLLOWING COURSES ALONG SAID EAST LINE: NORTH 08°31'11" EAST FOR A DISTANCE OF 108.76 FEET; THENCE RUN NORTH 08°04'22" EAST FOR A DISTANCE OF 203.58 FEET; THENCE RUN NORTH 07°32'08" EAST FOR A DISTANCE OF 301.61 FEET; THENCE RUN NORTH 08°01'59" EAST FOR A DISTANCE OF 100.03 FEET; THENCE 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

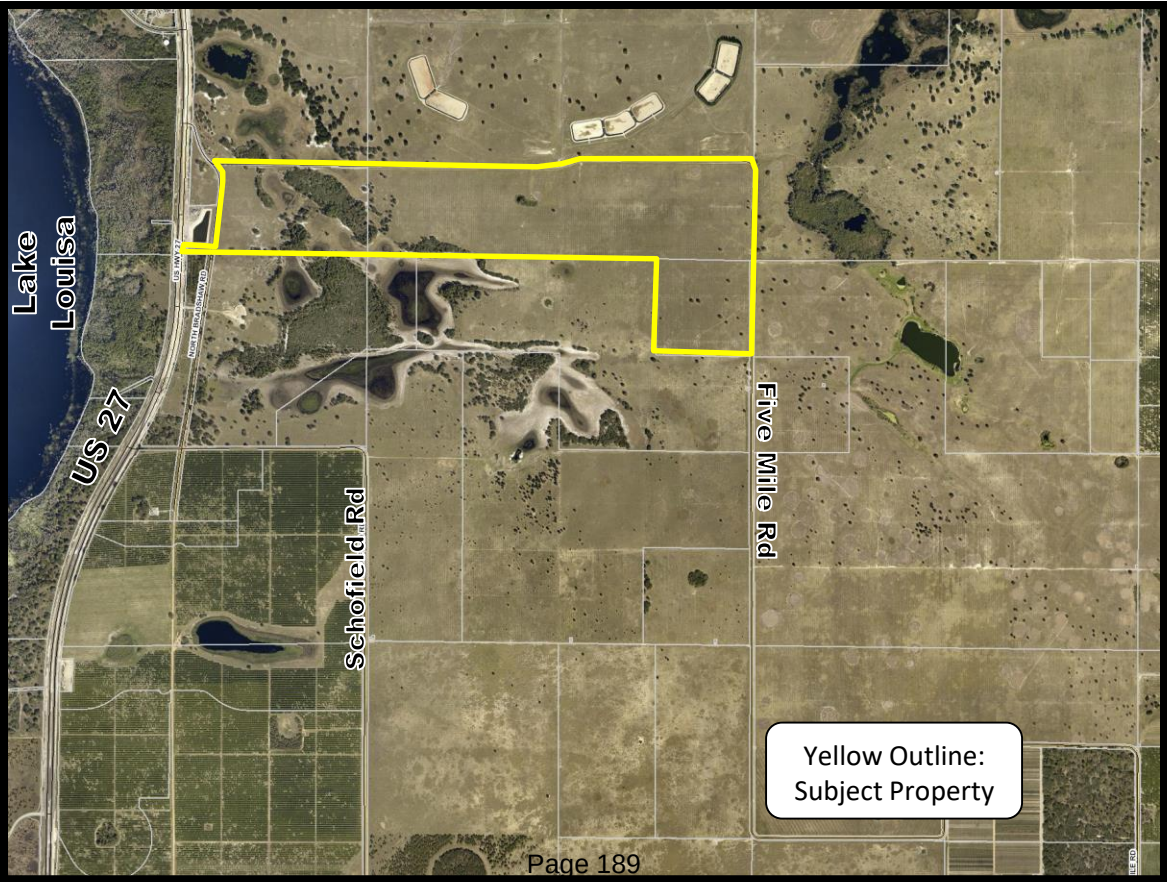


Exhibit – Wellness Way Development District Framework Map – Lennar Swap Property

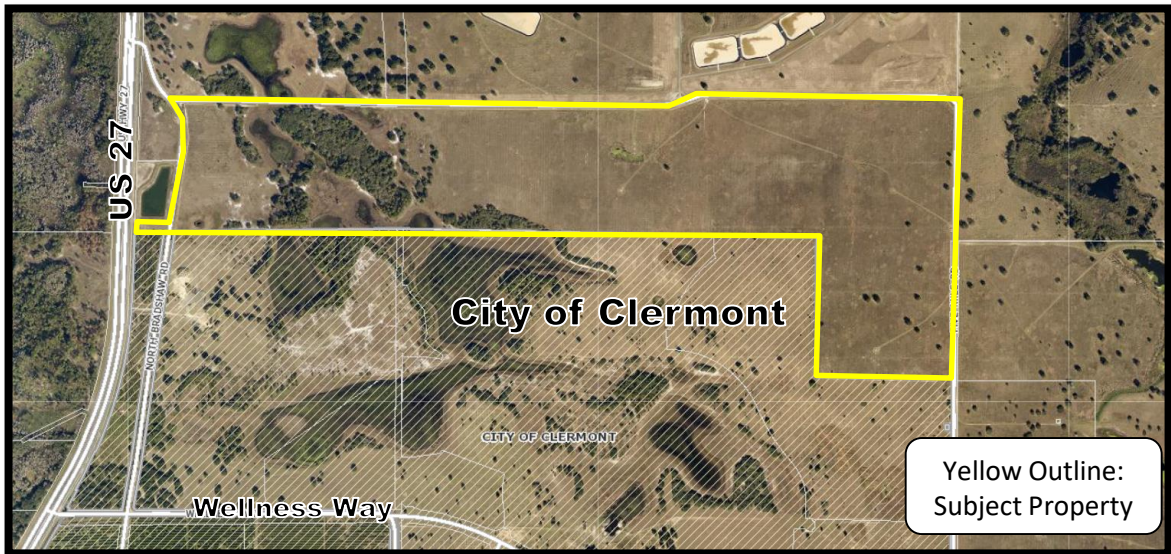


Figure 2.1: Wellness Way Development District Framework Map

- [] 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.



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)

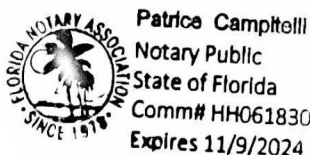
X [Signature]
Agent's (signature)

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



LEGAL NOTICE

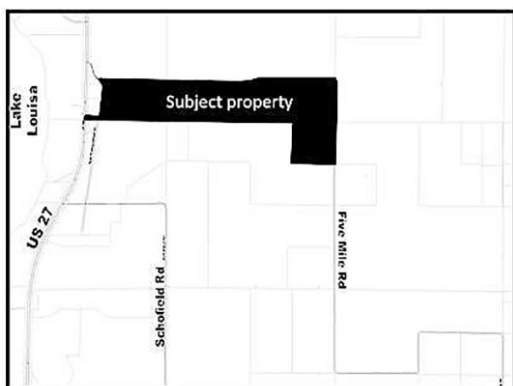
The Clermont City Council will consider the enactment of the following proposed Ordinance at their regularly scheduled meeting to be held Tuesday, January 23, 2024 at 6:30 PM at Clermont City Hall, Council Chambers located at 685 West Montrose Street. All interested parties will be given an opportunity 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.

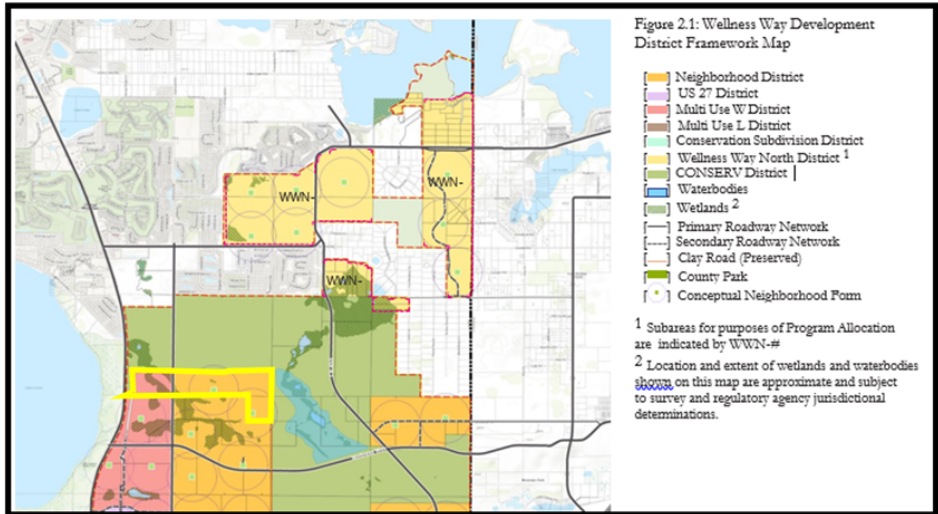
All public meetings will be held in the Clermont City Hall, 1st floor Council Chambers located at 685 W. Montrose Street, Clermont, FL 34711.

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.

AGENDA ITEM

Meeting Date	
Tuesday, January 23, 2024	
Agenda Item Name	
Ordinance No. 2023-024 <i>Final</i> <i>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:

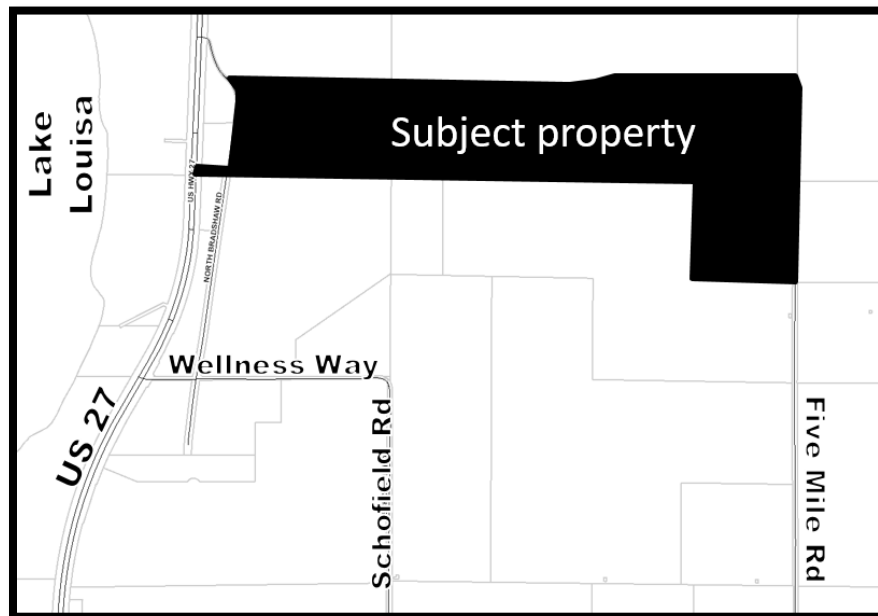


CITY OF CLERMONT
ORDINANCE NO. 2023-024

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

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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

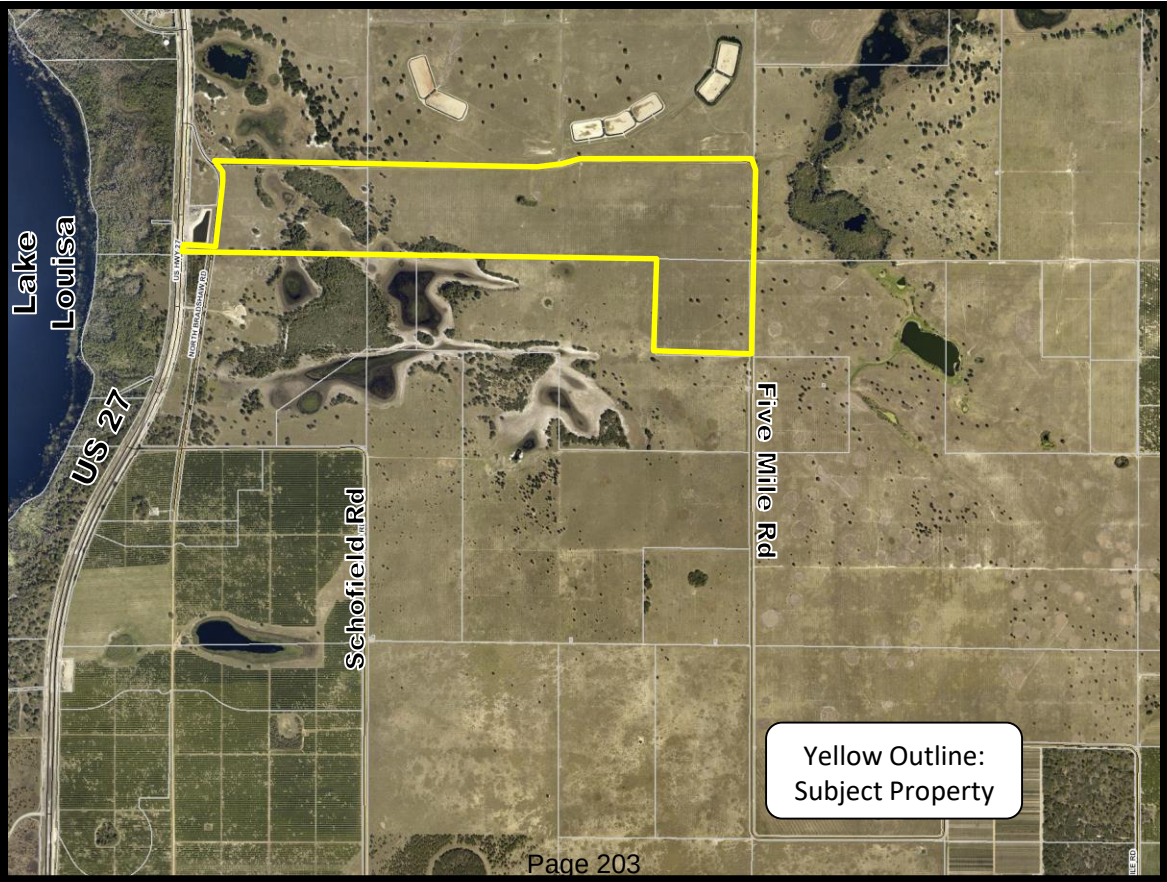
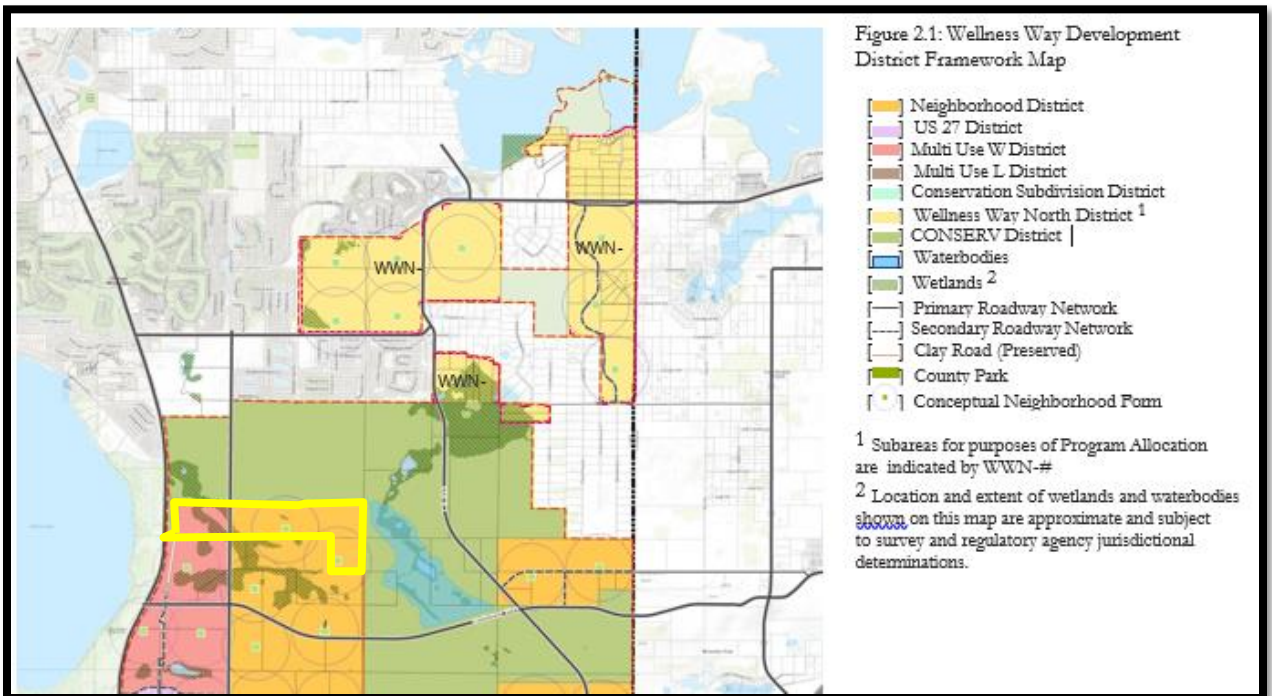
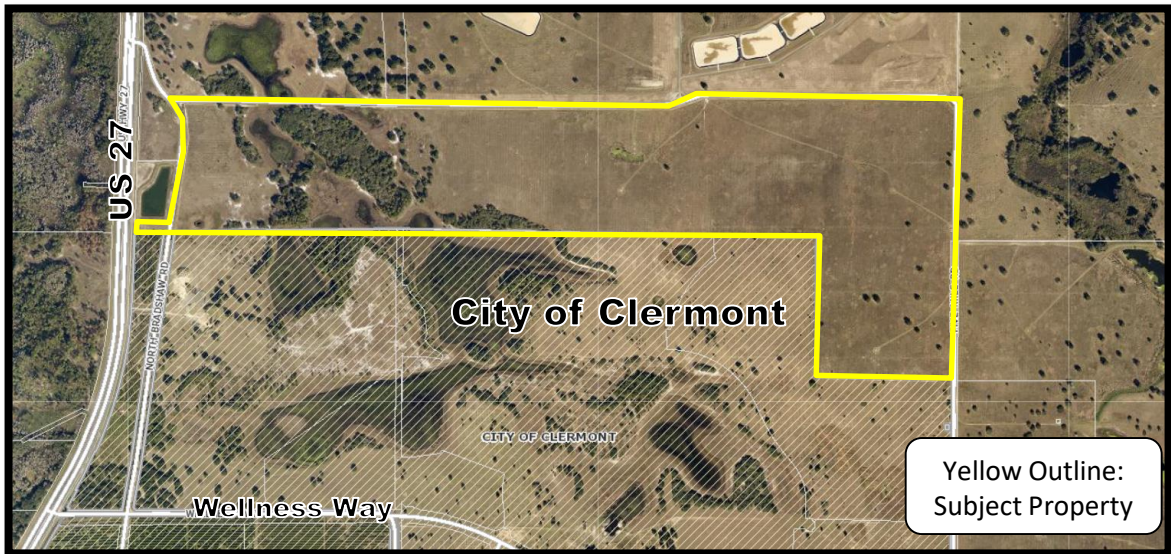
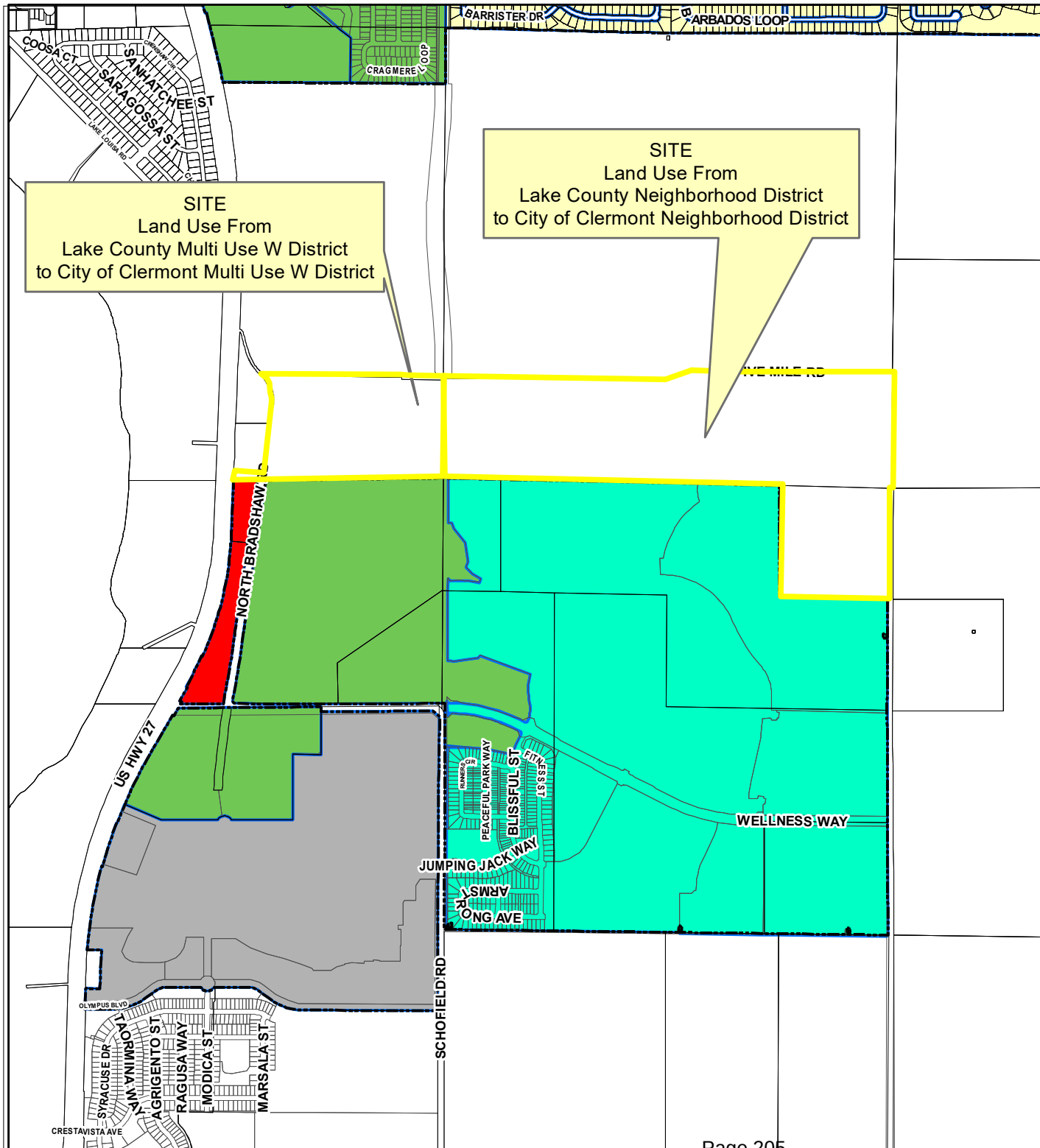


Exhibit – Wellness Way Development District Framework Map – Lennar Swap Property



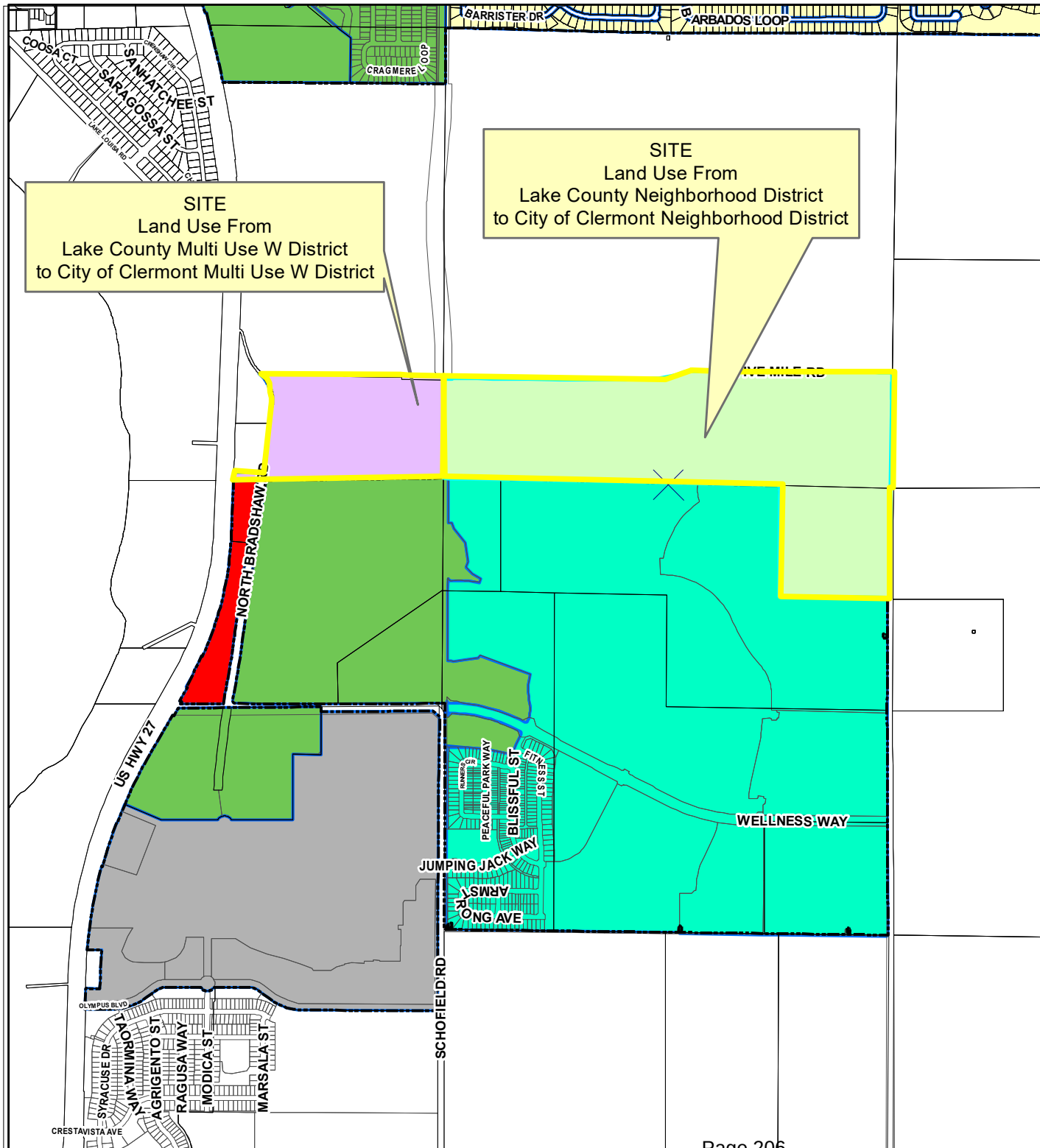


Before

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
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- C-1 LIGHT COMMERCIAL DISTRICT
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- R-3 RESIDENTIAL/PROFESSIONAL DISTRICT
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- 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:

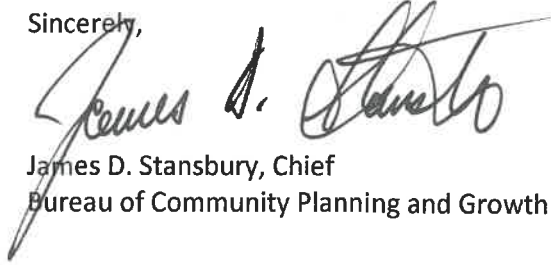
The Florida Department of Commerce (FloridaCommerce) has reviewed the proposed comprehensive plan amendment for the City of Clermont (Amendment No. 23-01ESR) received on August 14, 2023. The review was completed under the expedited state review process. We have no comment on the proposed amendment.

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

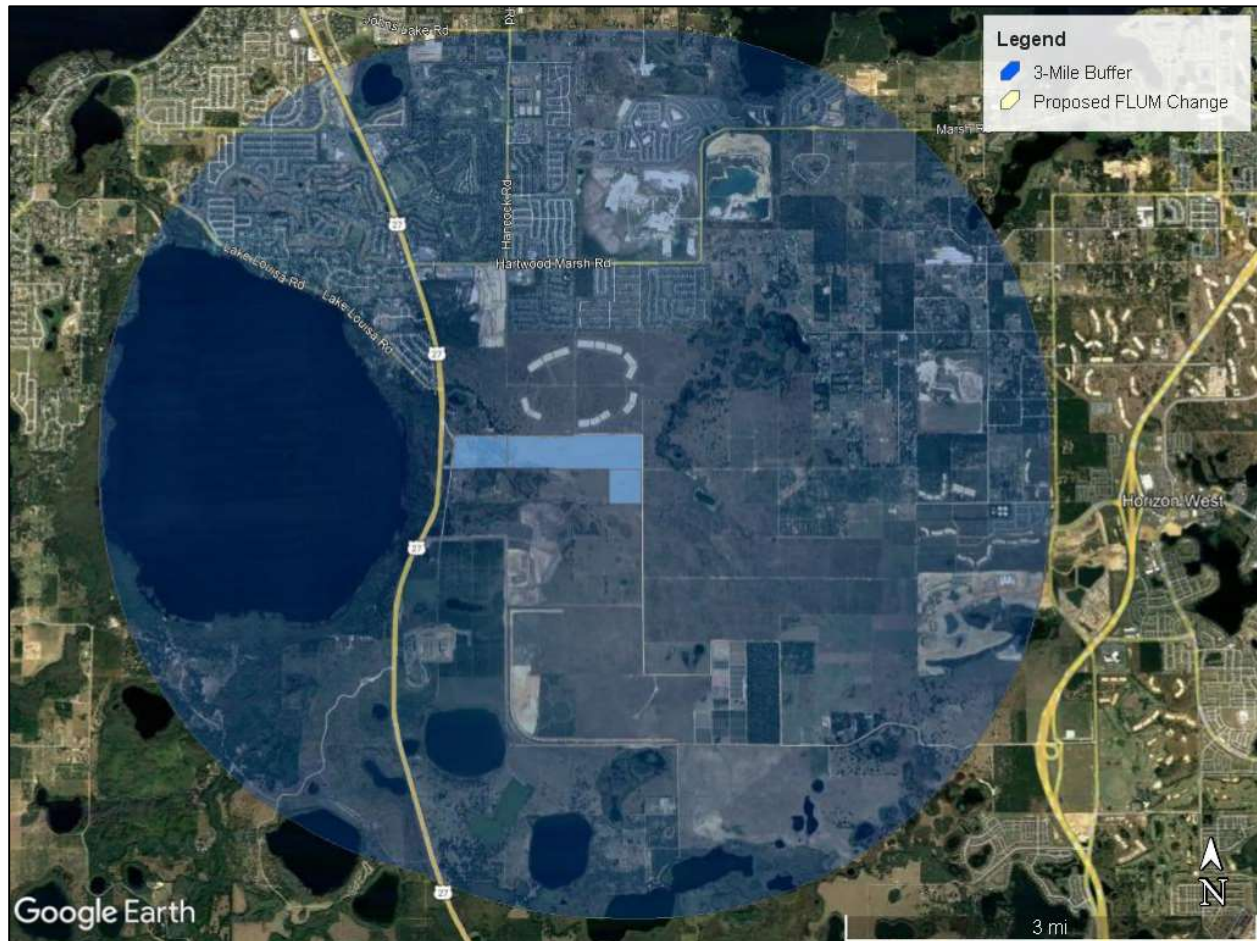
RON DESANTIS
GOVERNOR

719 S. Woodland Boulevard
DeLand, Florida 32720

JARED W. PERDUE, P.E.
SECRETARY

APPENDIX A

LOCATION MAP



Source: Google Earth



Florida Department of Transportation

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GOVERNOR

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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:

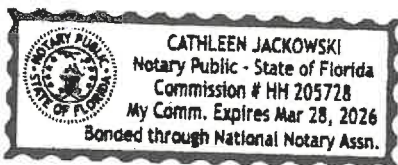
1. That he (she) affirms and certifies that he (she) understands and will comply with all ordinances, regulations and policies of Lake County, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his (her) knowledge and belief, and further, that this application 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 to be granted to him WellnessWay1 & Wellness Way1 to and from the State of Florida District for the property legally described on the attachment of this application.
3. That the owner of said property has appointed 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 Campbell
Notary Public, State of Florida at Large

My Commission Expires: 11/9/24



Patrice Campbell
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

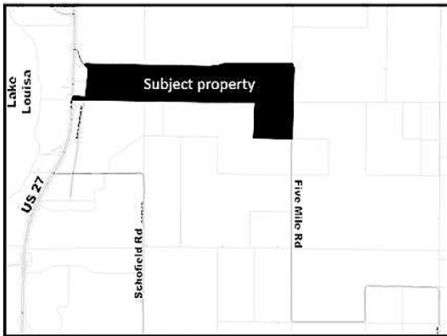
Property Owner 2

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.

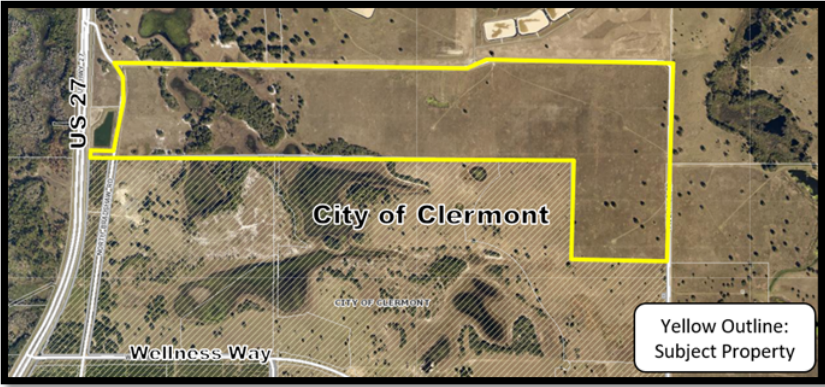
Tracy Ackroyd Howe, MMC
City Clerk

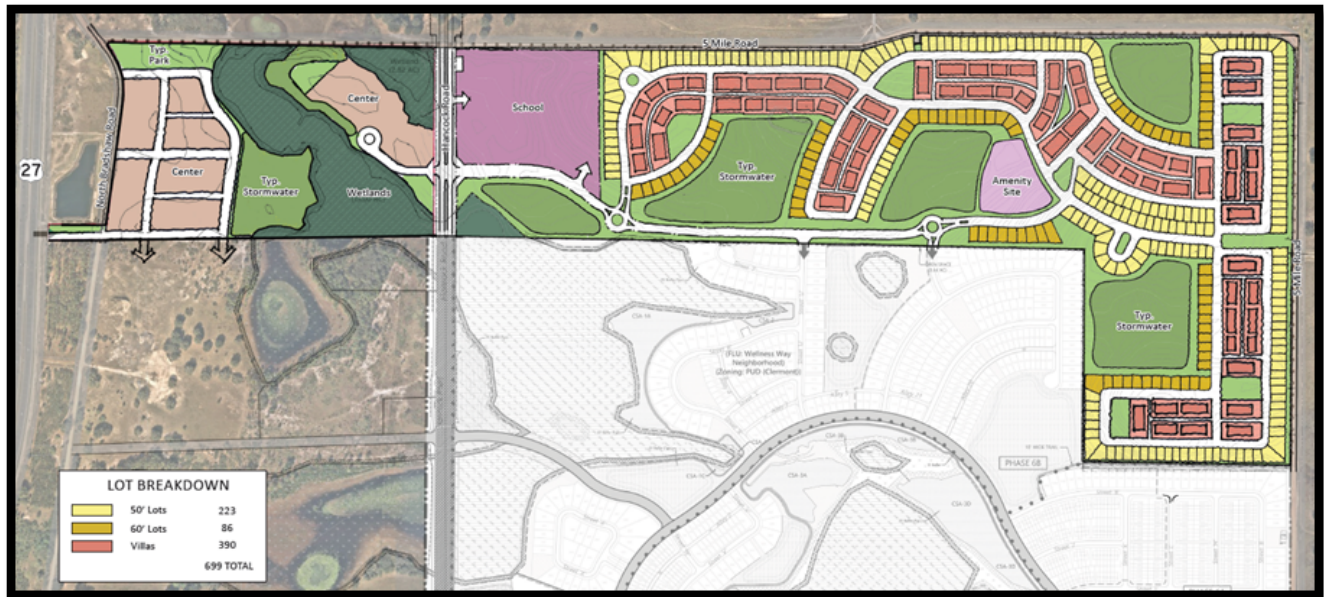


CITY OF CLERMONT

AGENDA ITEM

Page 1 of 3

Meeting Date	
Tuesday, January 23, 2024	
Agenda Item Name	
Ordinance No. 2023-025 <i>Final</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. *The Planning & Zoning Commission recommended approval, 7-0.*

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°53'1" 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



CITY OF CLERMONT
ORDINANCE NO. 2023-025

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

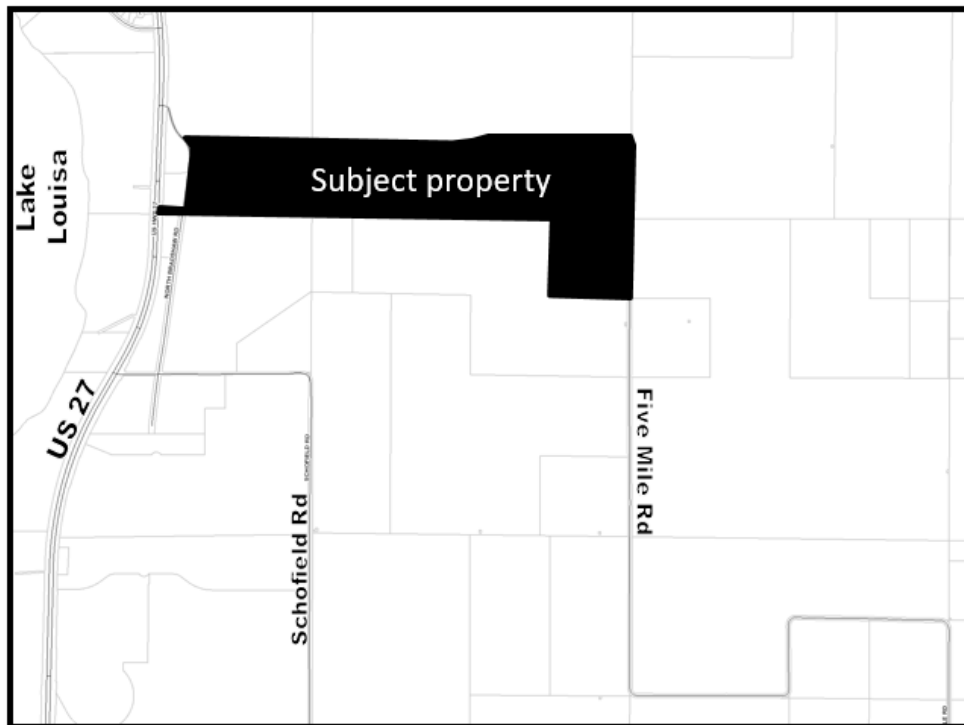
CONTAINS 2,500,573 SQUARE FEET, 57.41 ACRES

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:



CITY OF CLERMONT
ORDINANCE NO. 2023-025

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:

CITY OF CLERMONT
ORDINANCE NO. 2023-025

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



CITY OF CLERMONT
ORDINANCE NO. 2023-025

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.

CITY OF CLERMONT
ORDINANCE NO. 2023-025

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.



CITY OF CLERMONT
ORDINANCE NO. 2023-025

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. Prior to the issuance of any permits (horizontal, engineering, or vertical building permits), the developer shall establish, to the satisfaction of the City and Lake County, that the future development of the existing Bradshaw Rd (prescriptive County easement) can be achieved within public right-of-way(ROW). The future ROW to be reserved shall be up to 80 foot in width along with the possibility of an additional temporary slope easement.



CITY OF CLERMONT
ORDINANCE NO. 2023-025

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.



CITY OF CLERMONT
ORDINANCE NO. 2023-025

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.



CITY OF CLERMONT
ORDINANCE NO. 2023-025

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.



CITY OF CLERMONT
ORDINANCE NO. 2023-025

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.



CITY OF CLERMONT
ORDINANCE NO. 2023-025

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



CITY OF CLERMONT
ORDINANCE NO. 2023-025

Attachment A:
Wellness Way Swap PUD Land Use Plan
Latest Issue Date – December 14, 2023



CITY OF CLERMONT
ORDINANCE NO. 2023-025

Attachment B:
Community Benefit Agreement:
City of Clermont – South Lake Crossing IV LLC & CPB Hilltop LLC

Exhibit - Location Map – Lennar Swap Property

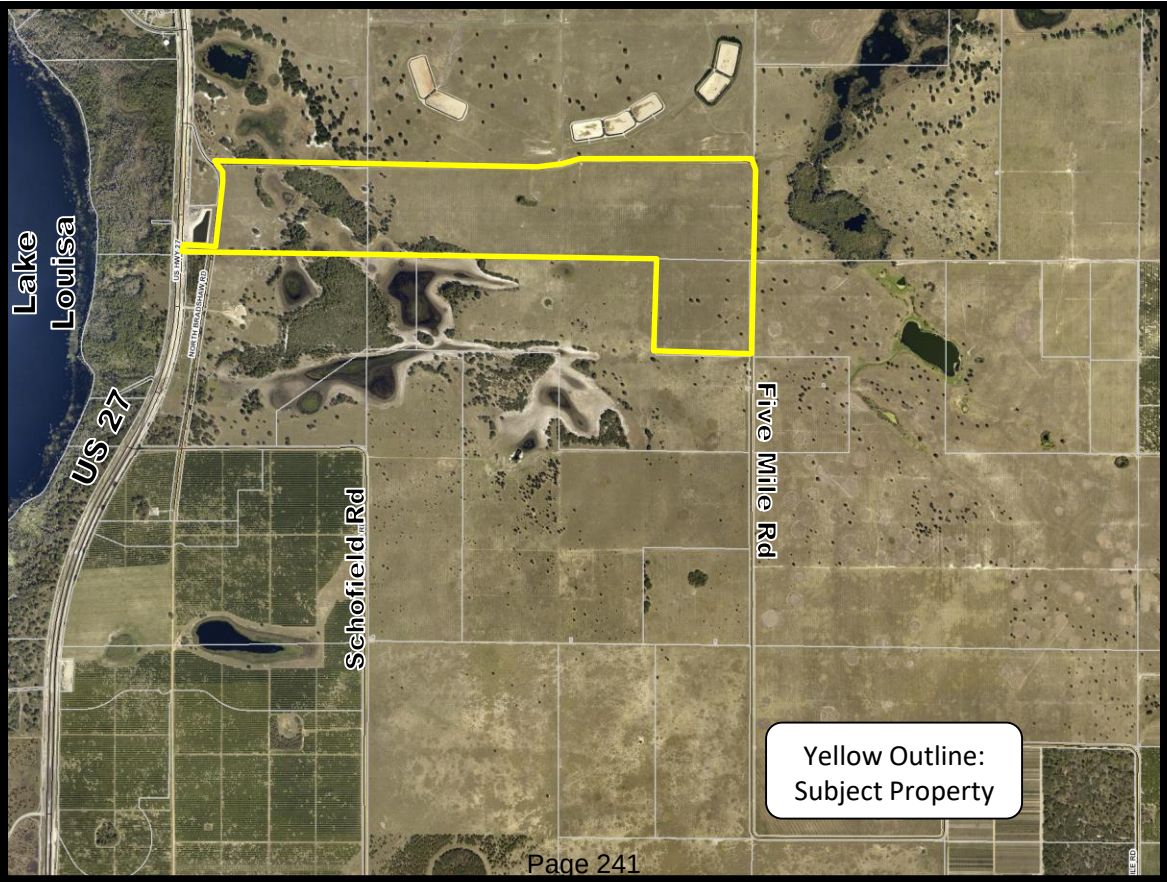


Exhibit – Wellness Way Development District Framework Map – Lennar Swap Property

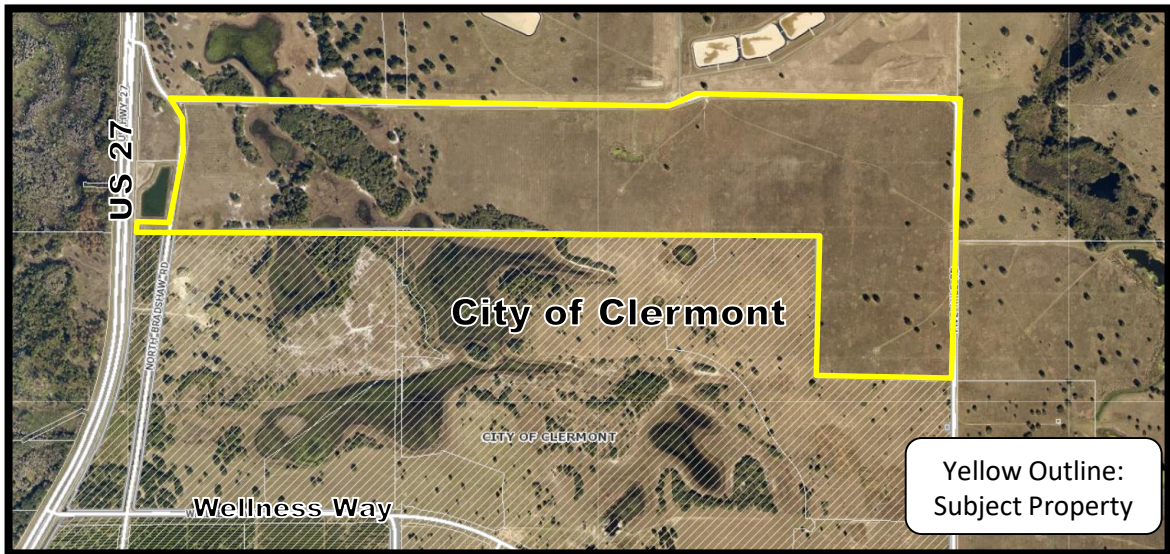
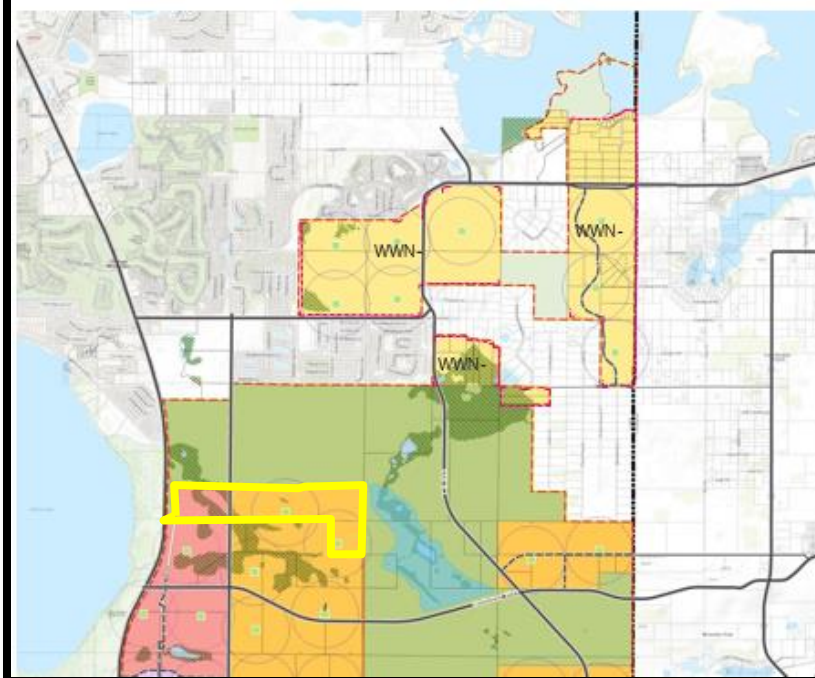


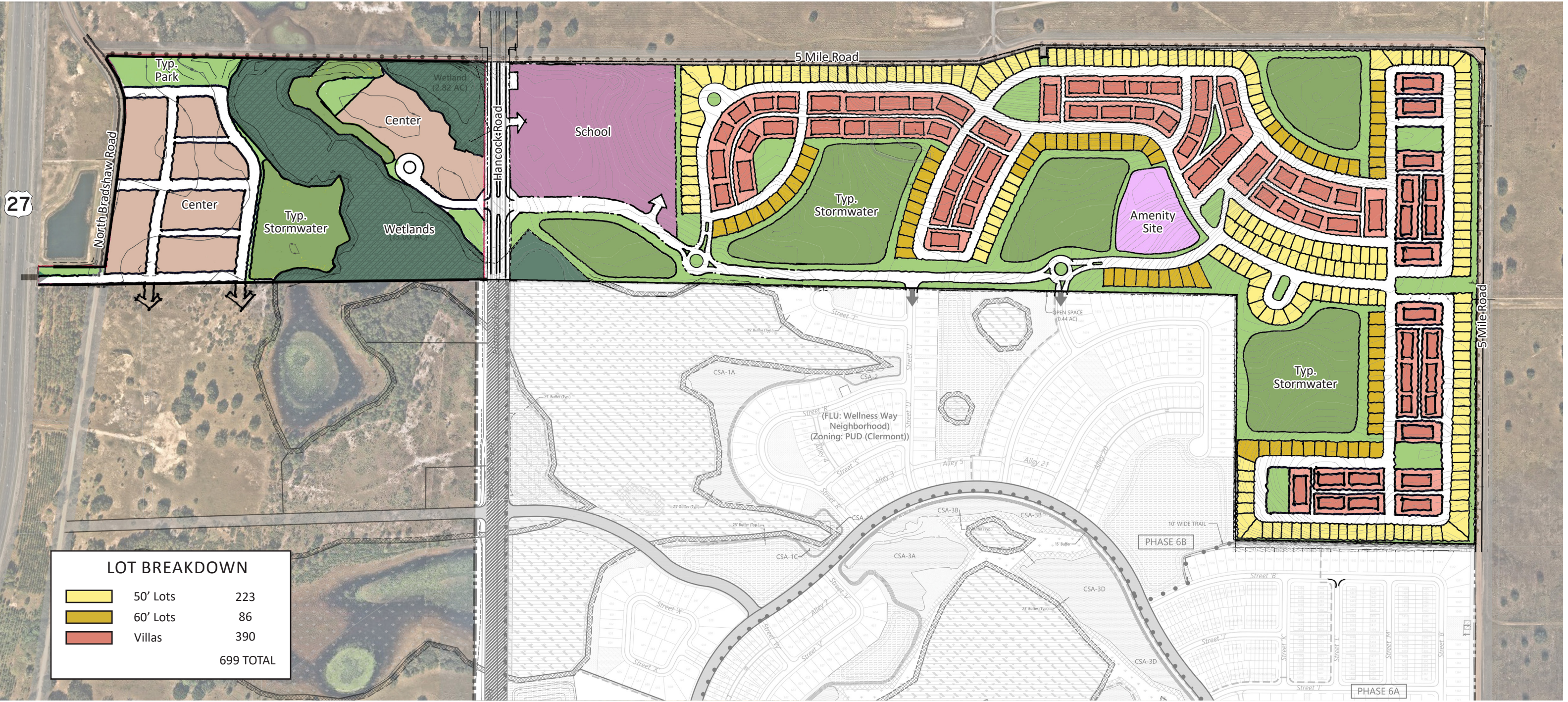
Figure 2.1: Wellness Way Development District Framework Map

- [Orange] Neighborhood District
- [Pink] US 27 District
- [Red] Multi Use W District
- [Brown] Multi Use L District
- [Light Green] Conservation Subdivision District
- [Yellow] Wellness Way North District ¹
- [Green] CONSERV District
- [Blue] Waterbodies
- [Light Blue] Wetlands ²
- [Thick Black Line] Primary Roadway Network
- [Thin Black Line] Secondary Roadway Network
- [Dashed Line] Clay Road (Preserved)
- [Green Square] County Park
- [Dotted Line] 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.







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

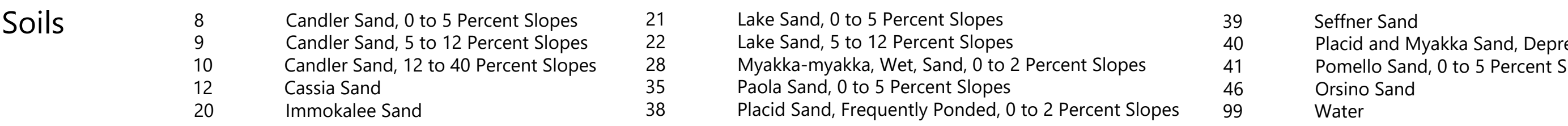
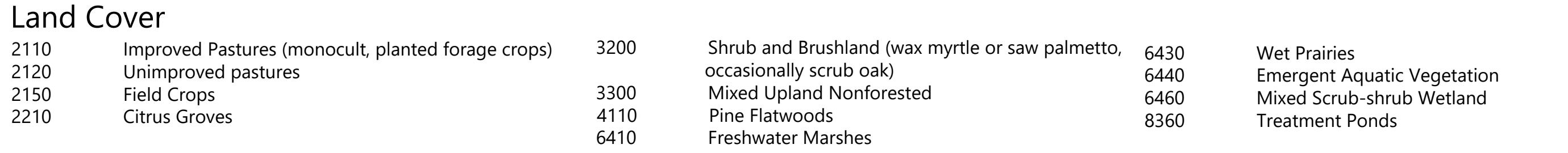
Owner:
South Lake Crossings IV LLC
527 Main St
Windermere, FL 34786

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



Drawing Title

EXISTING CONDITIONS

Drawing Number

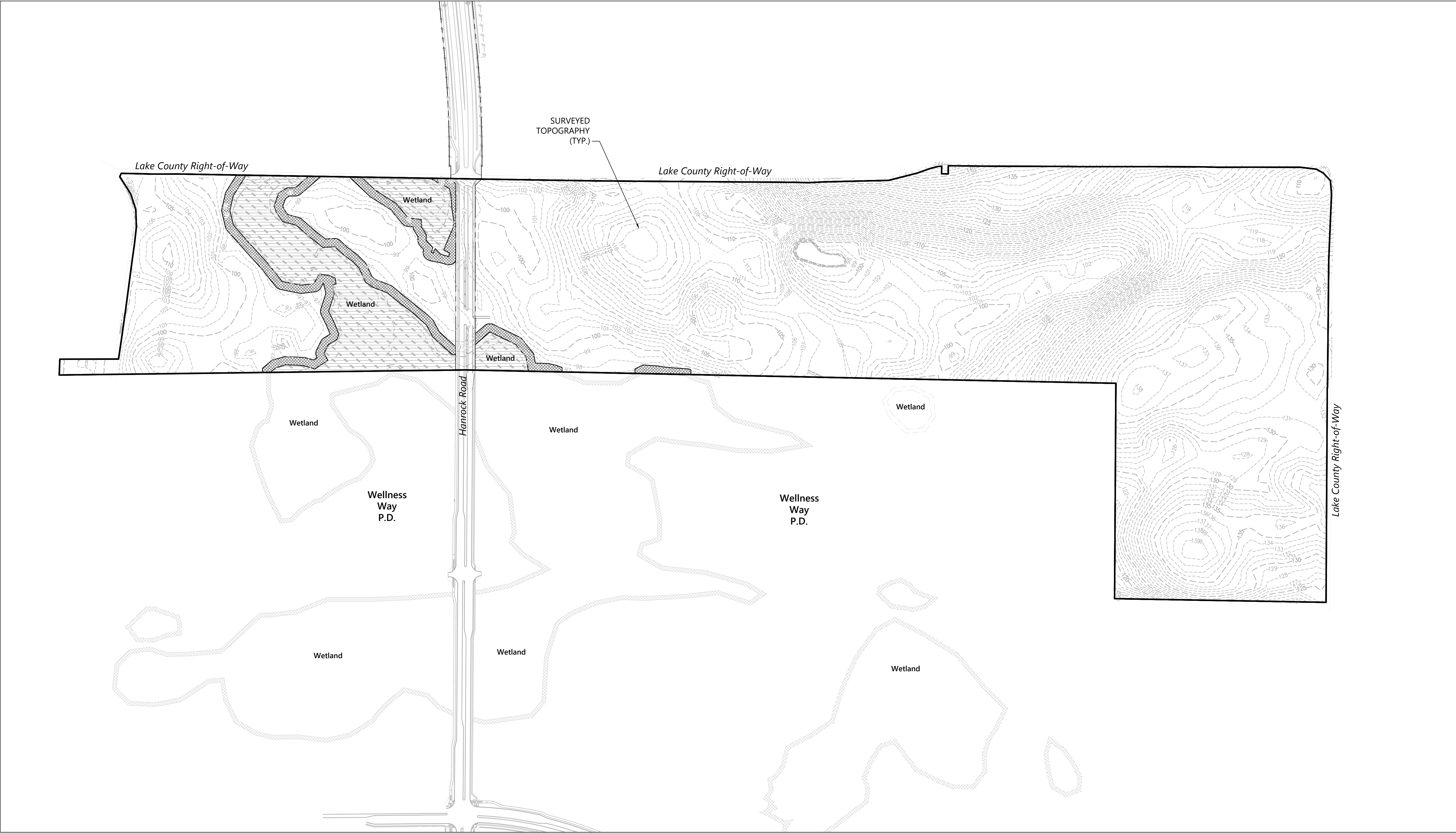
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DATE: Dec. 14, 2023 Project Number 63639.01

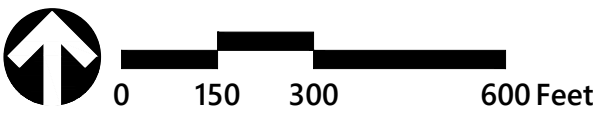


225 E. Robinson Street
Suite 300
Orlando, FL 32801
407.839.4006
Certificate of Authorization
Number FL #3932



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

Vertical Datum NAVD 1988

TOPOGRAPHY PLAN

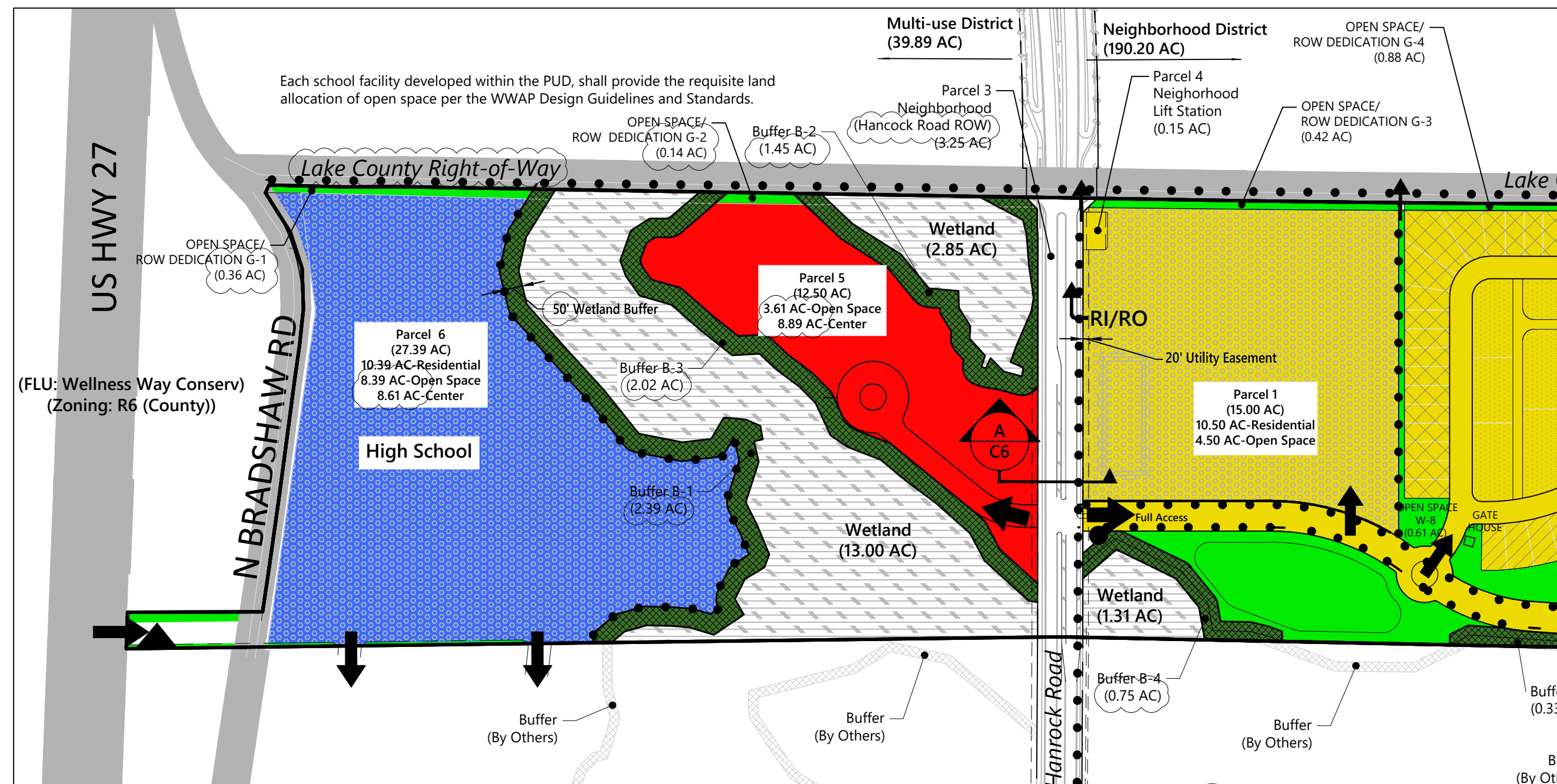
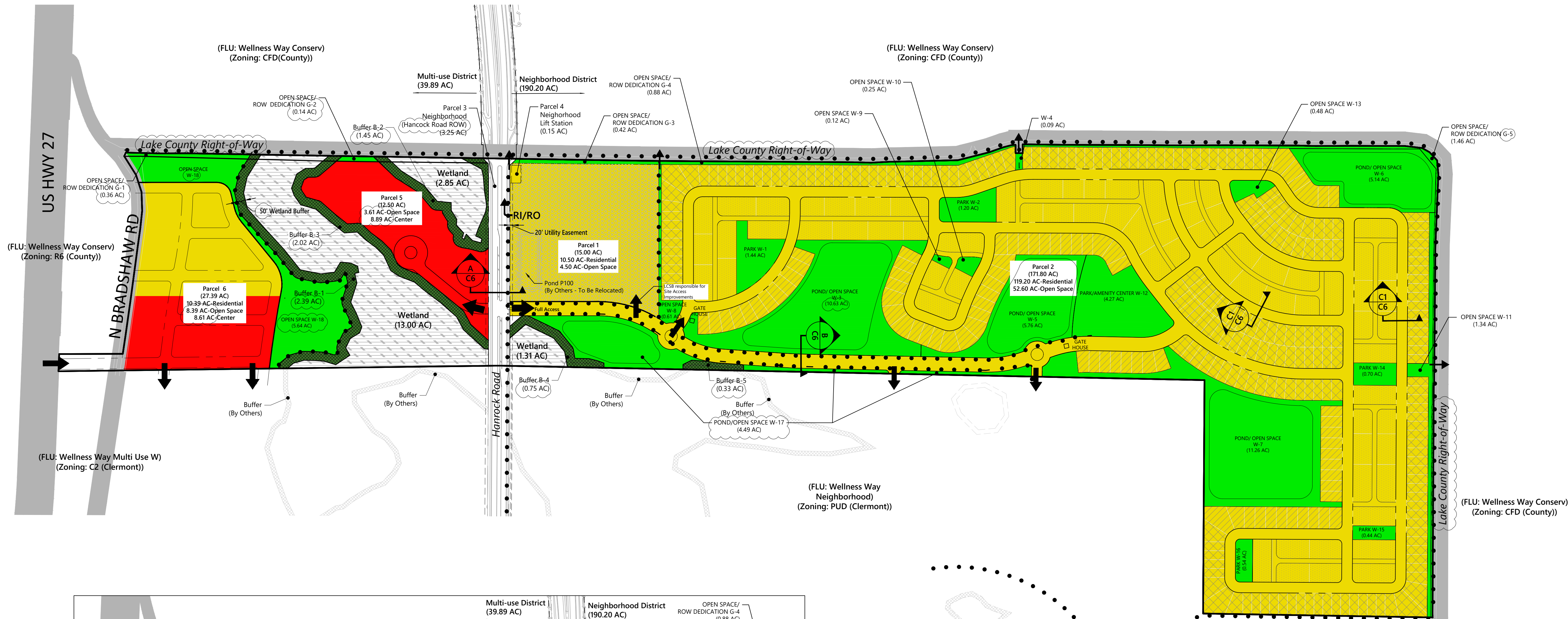
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C-3

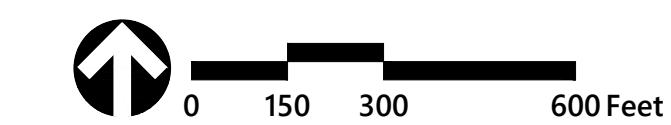
Sheet of



225 E. Robinson Street
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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

Vertical Datum NAVD 1988

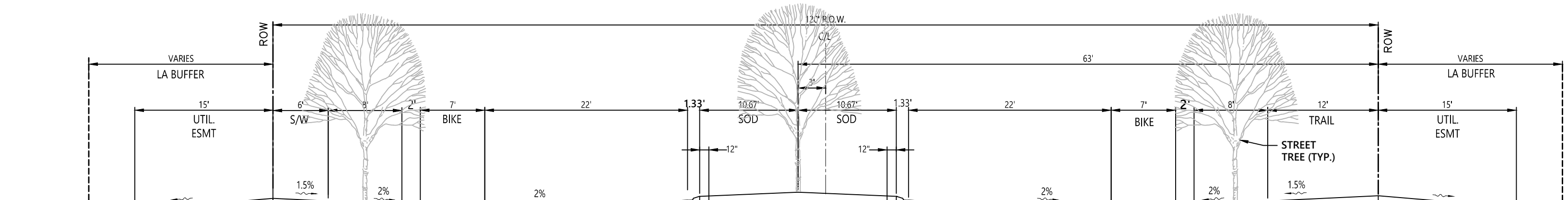
Drawing Title

LAND USE PLAN

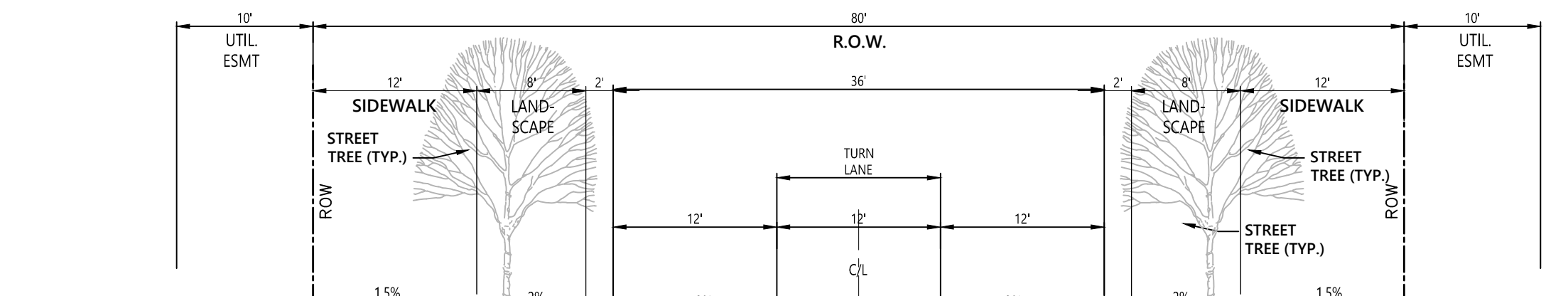
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C-4

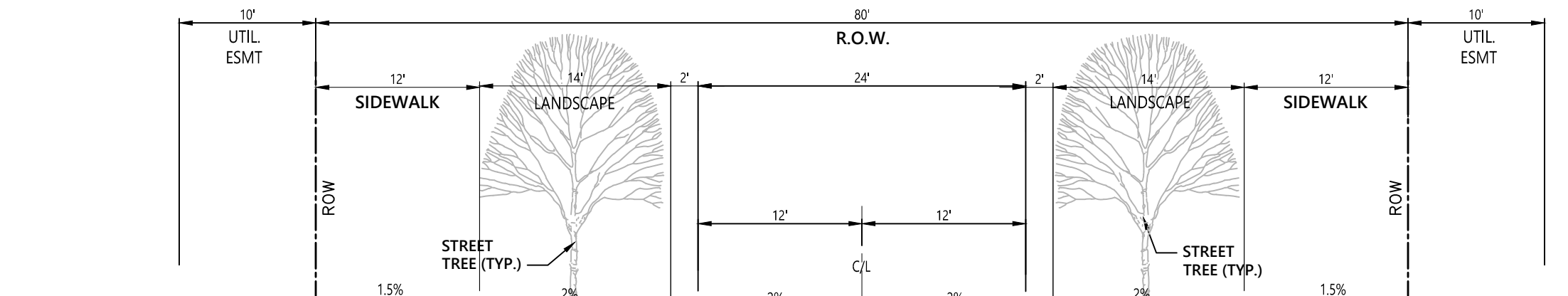
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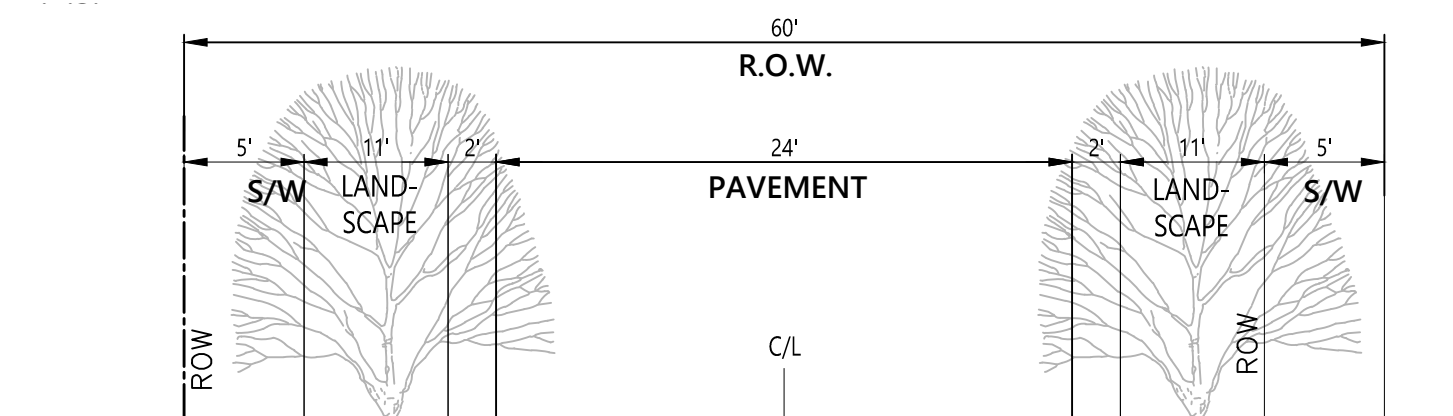
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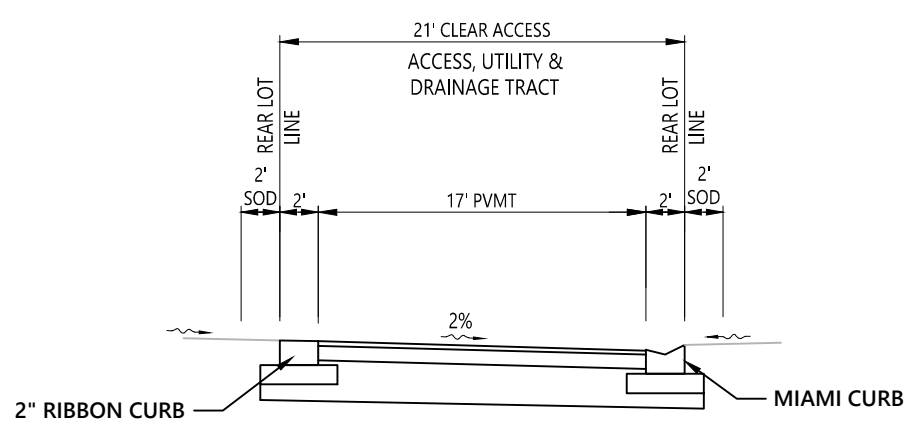
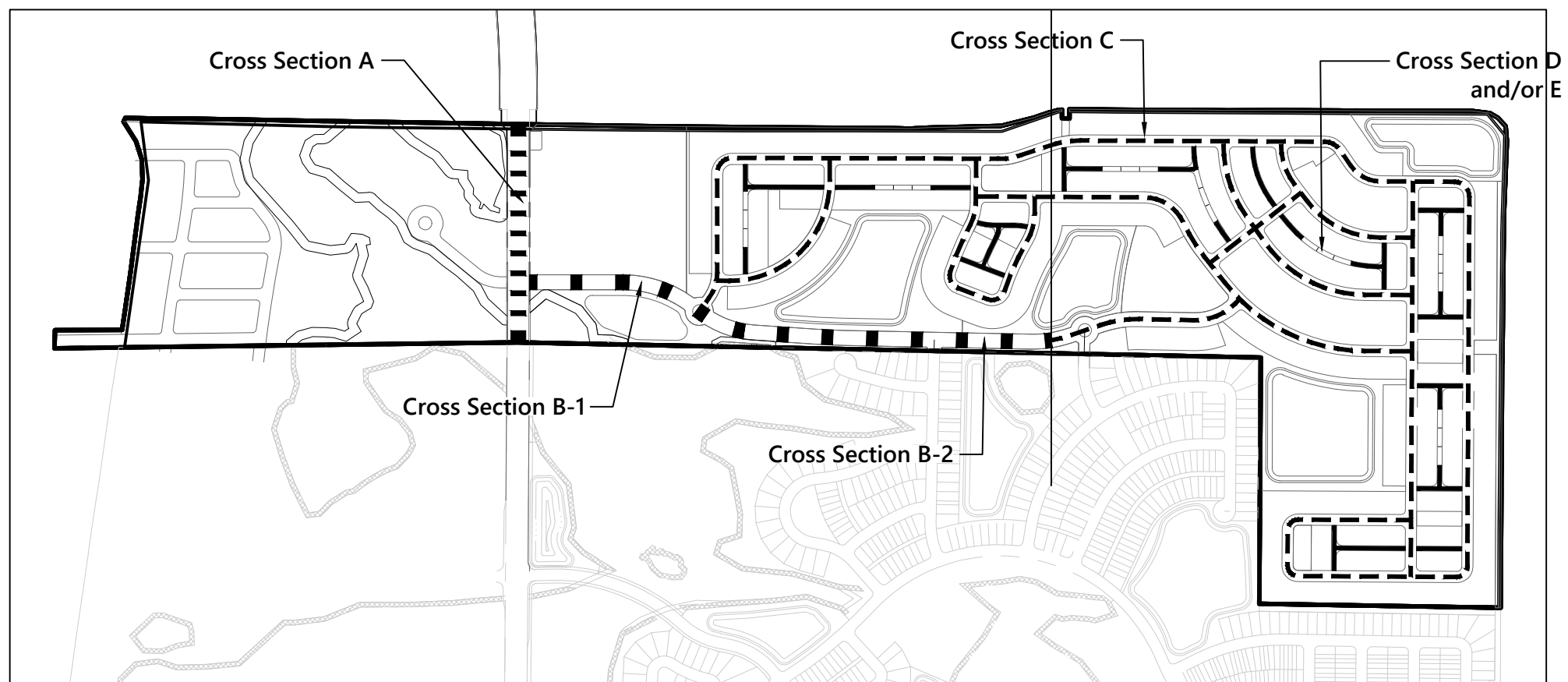
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N.T.S.

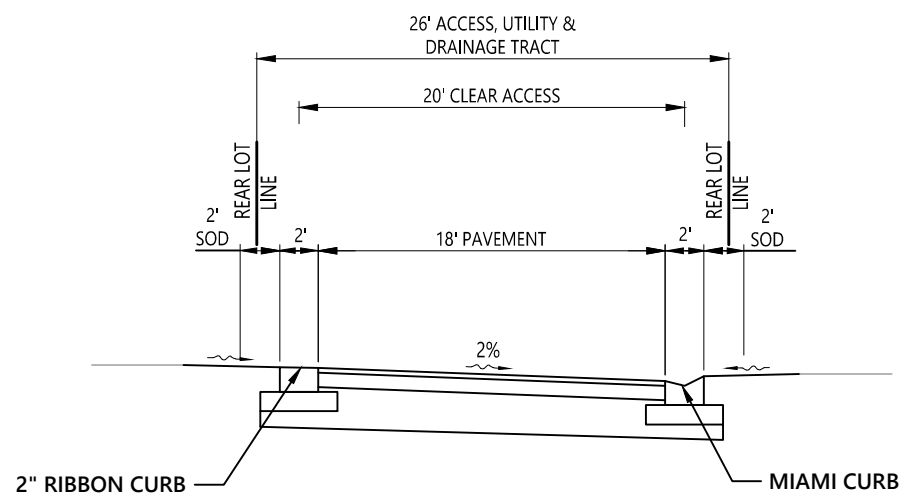


N.T.S.



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.



N.T.S.

GZ EH

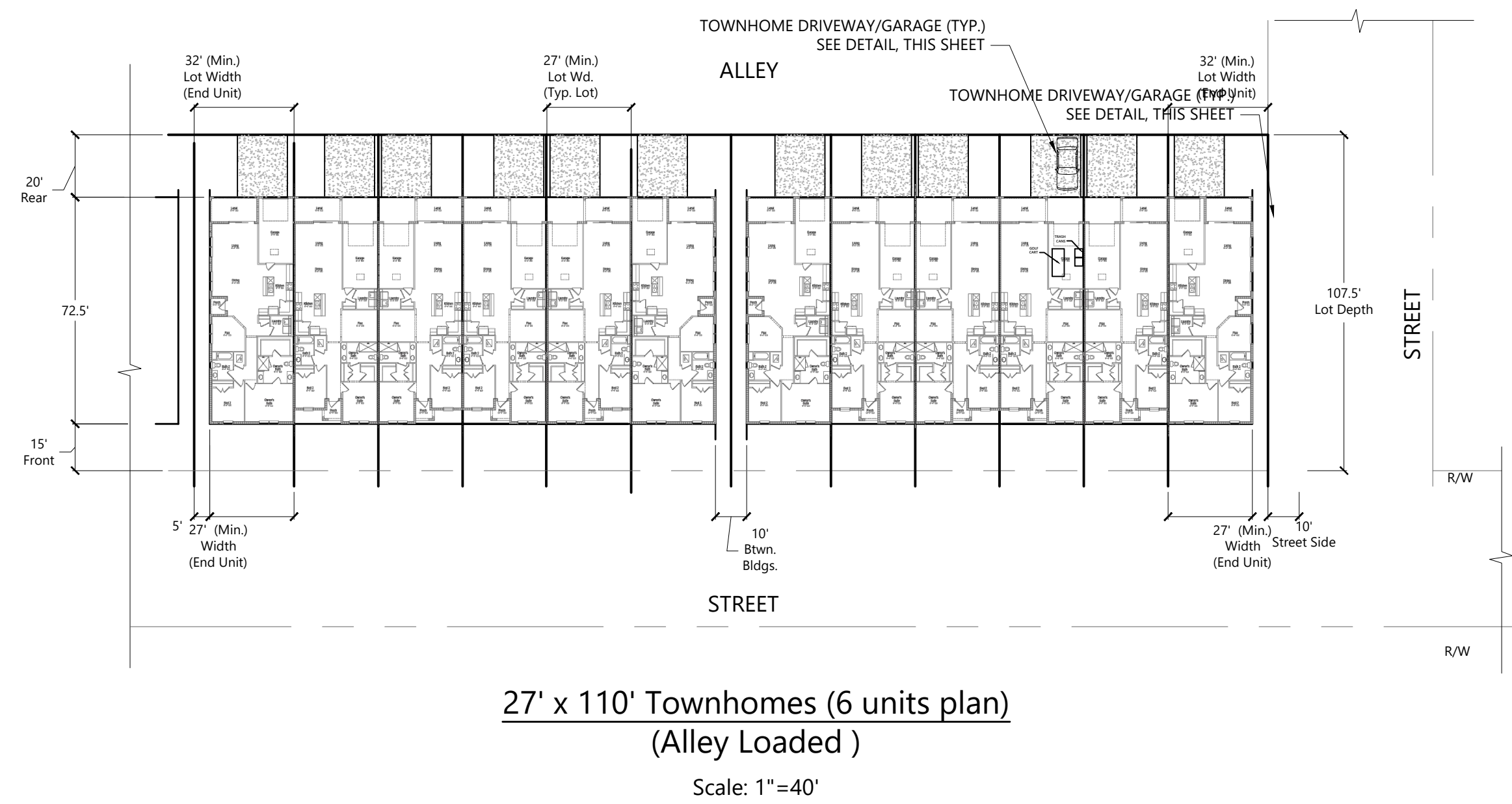
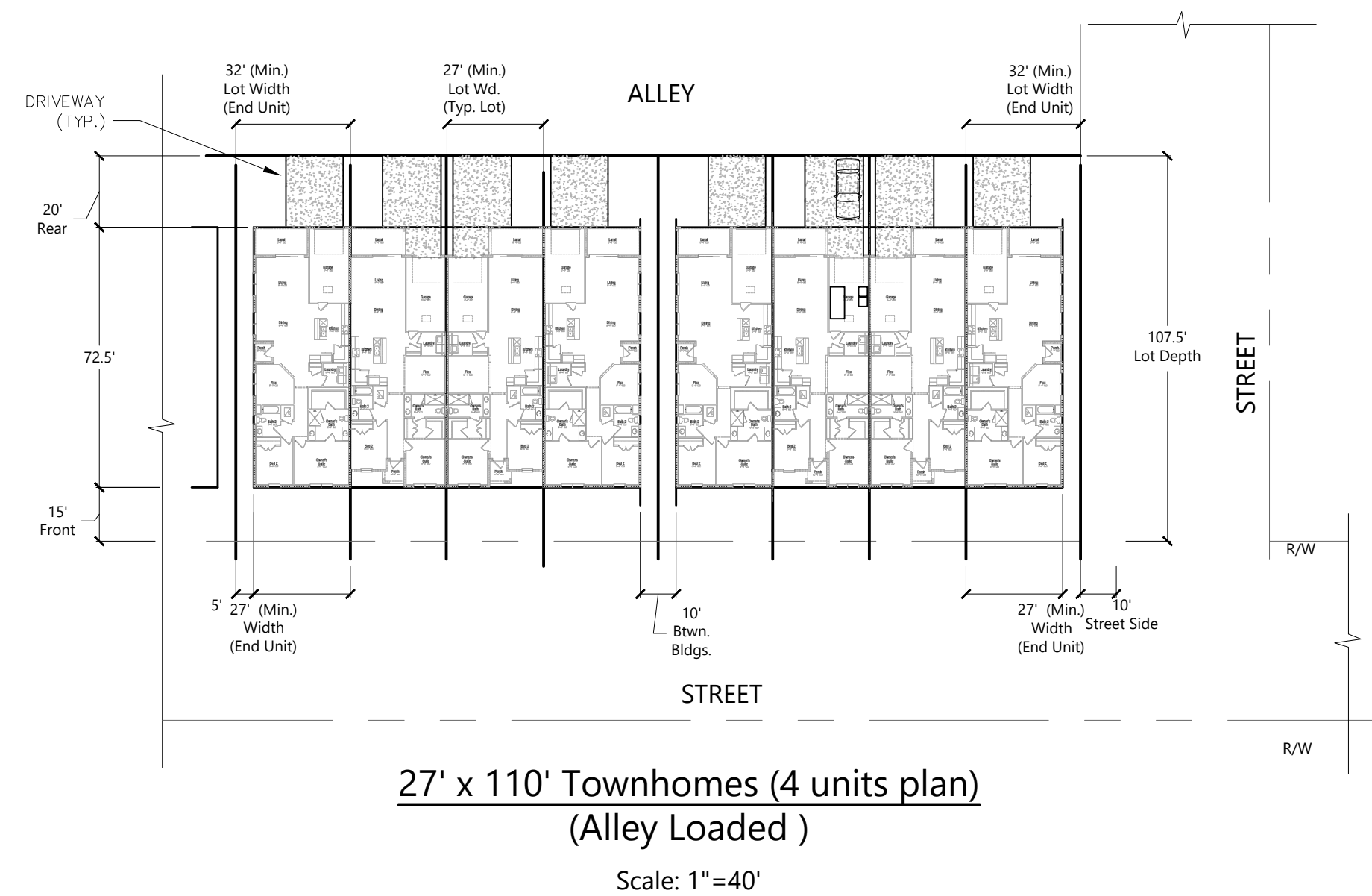
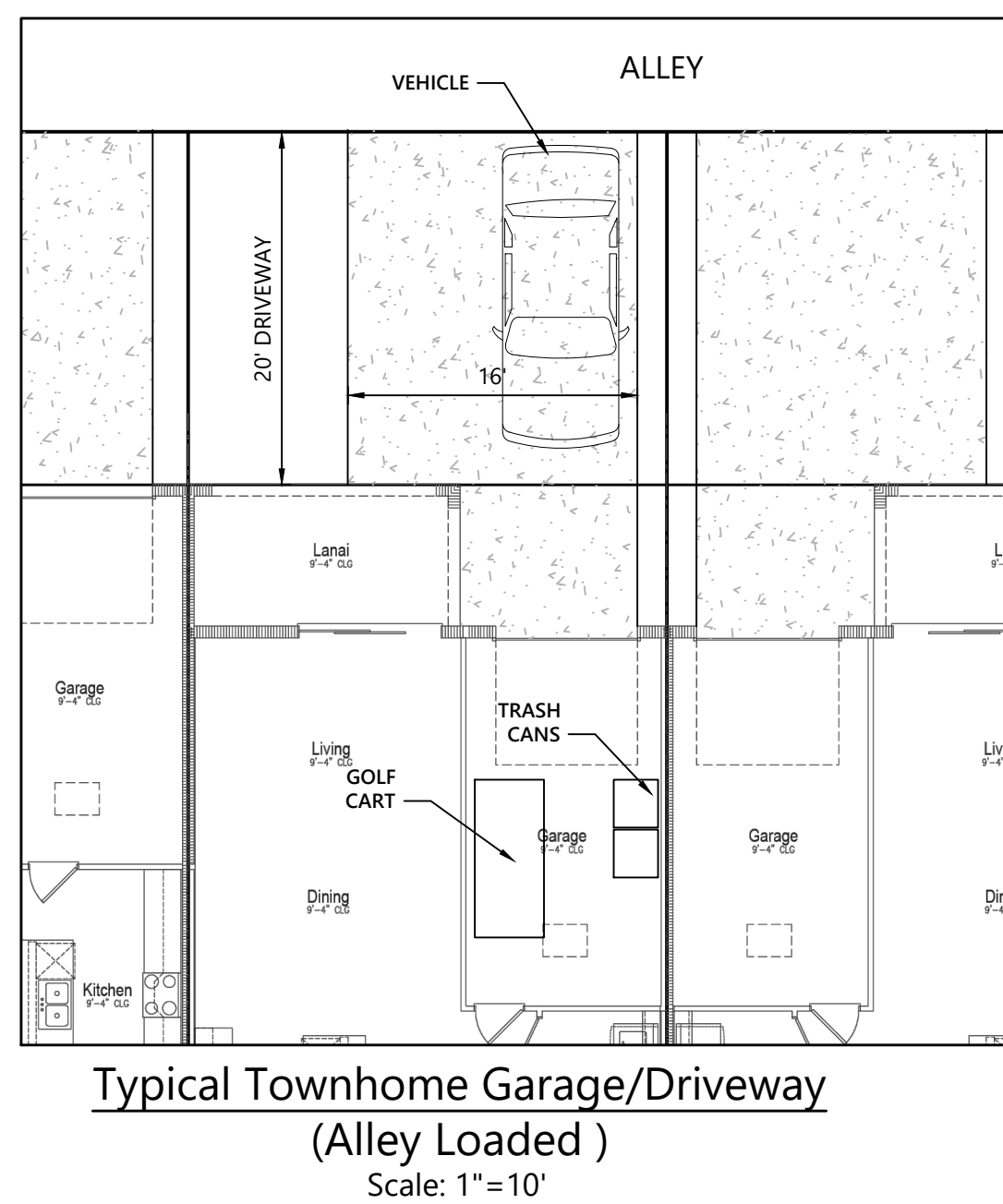
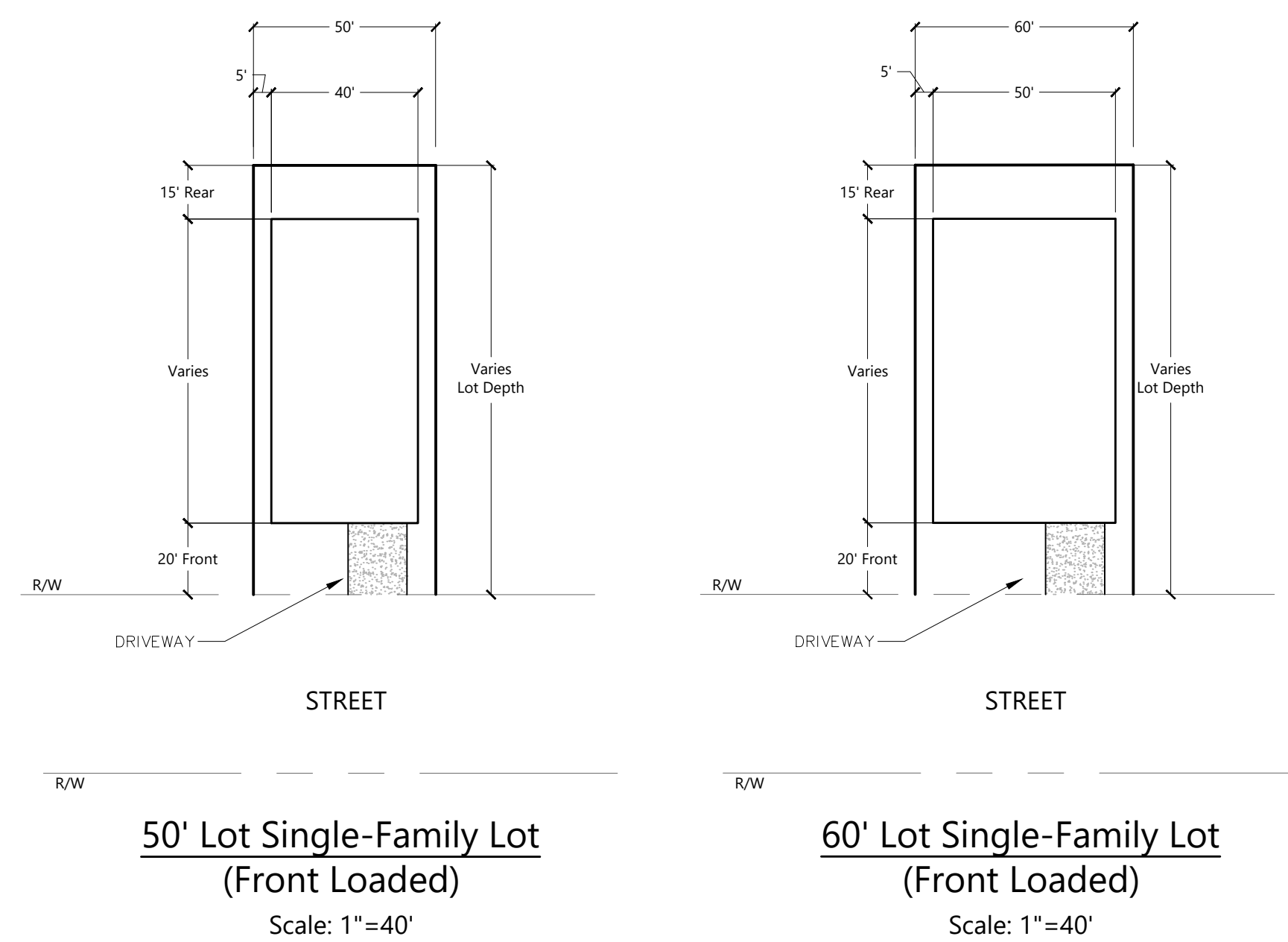
January 20, 2023

Drawing Title

Drawing Number

Sheet of

225 E. Robinson Street
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Certificate of Authorization
Number FL #3932



Wellness Way Swap PUD

Clermont, Florida

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Vertical Datum NAVD 1988

TYPICAL LOT DIAGRAMS

Drawing Number

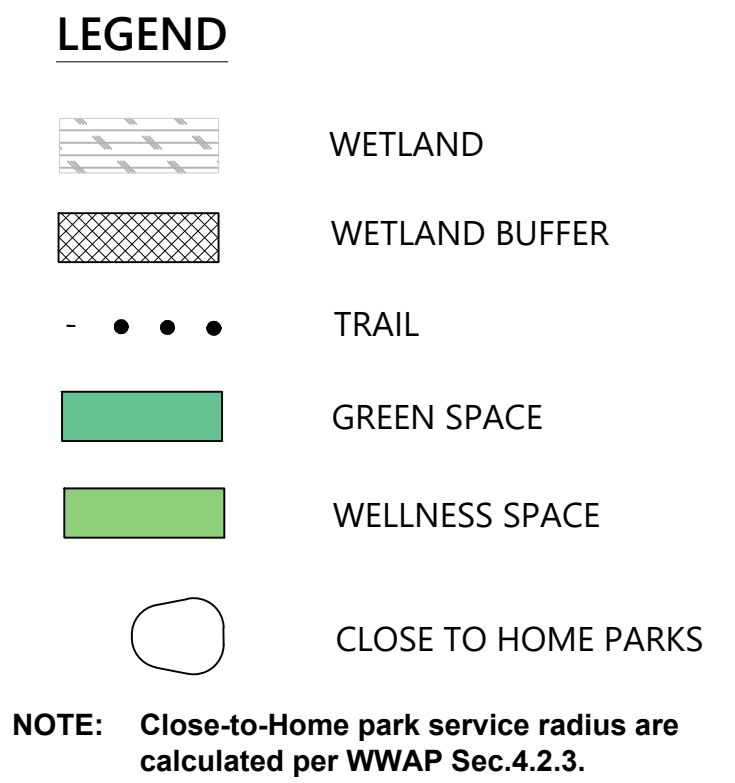
C-7

Sheet _____ of _____

Project Number

DATE: Dec. 14, 2023

63639.01



No.	Revision	Date	Appr'd
Designed by	Checked by	Date	
GZ	EH		
Issued for	Date		
	January 20, 2023		

PARK PLAN

DATE: Dec. 14, 2023 Project Number 63639.01

* If minimum Green Space is not met, Wellness Space can make up the difference.

NOTES:

1. All proposed stormwater ponds are permeable areas enhanced as amenities using native vegetation.
2. Proposed park space shall be designed consistent with Section 4.2 of WWAP in the LDC.
3. Parcel 1 includes 4.50 acres of open space.

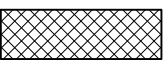


25 E. Robinson Street
Suite 300
Orlando, FL 32801
707.839.4006
Certificate of Authorization
Number FL #3932

LEGEND



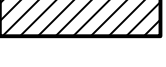
WETLAND



WETLAND BUFFER



TRAIL

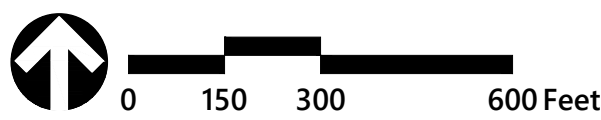


GREATER THAN 10 FT FILLS



GREATER THAN 10 FT CU

Total Cut/Fill Area 17.2% (42.5 acres)
over 10'



Wellness Way Swap PUD

Clermont, Florida

[illegible]

Designed by	Checked by
GZ	EH
Issued for	Date
	January 20, 2023

Vertical Datum NAVD 1988

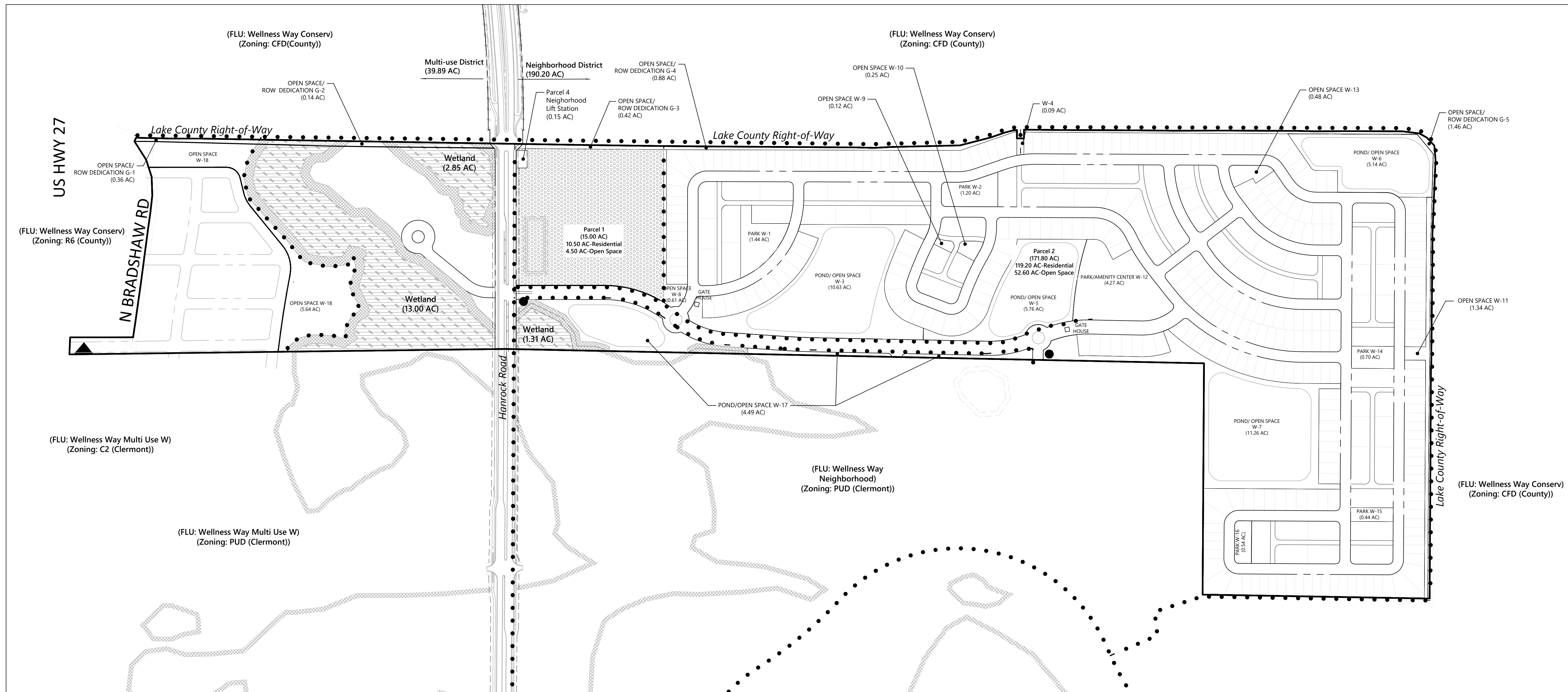
CUT & FILL PLAN

Drawing Number

C-9

Sheet of

DATE: Dec. 14, 2023 Project Number 63639.01



Signage Table								
Symbol	Ground Sign Type	Number of Signs/Elements	Max. Allowed Ht Proposed	Max. Allowed Ht per Code	Max. Allowed Width Proposed	Max. Width Allowed per Code	Max. Copy Area Proposed	Max. Copy Area allowed per Code
●	Primary Residential Sign	2	10'	10'	20'	20'	48 sf	48 sf
▲	Primary Regional Gateway Signs	1	20'	20'	15'	15'	8'	8'

Note:

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)

Wellness Way Swap PUD

Clermont, Florida

[illegible]

Vertical Datum NAVD 1988

SIGNAGE PLAN

Drawing Number

C-10

Sheet _____ of _____

Project Number

DATE: Dec. 14, 2023 **63639.01**



Primary Regional Gateway Sign



Primary Residential Sign



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

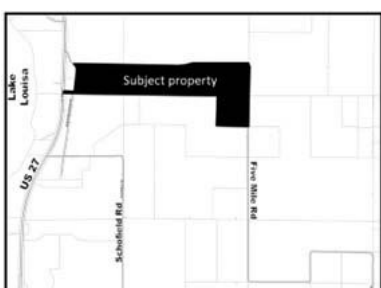
On Thursday, January 4, 2024 at 6:30 PM the Clermont Planning & Zoning Commission will consider the enactment of the following proposed ordinance, and on Tuesday, January 23, 2024 at 6:30 PM at a public hearing the request will be held before the City Council for Final Adoption.

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

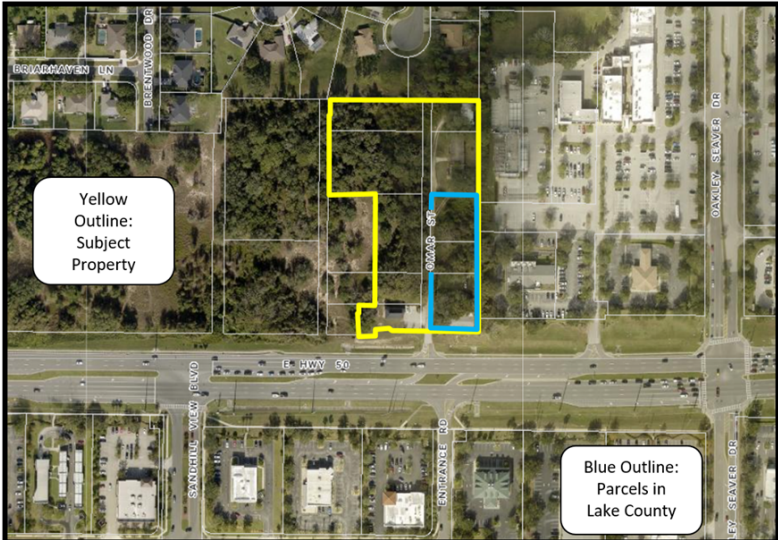
Tracy Ackroyd Howe, MMC
City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, January 23, 2024		
Agenda Item Name		
Ordinance No. 2024-001 <i>Final</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.

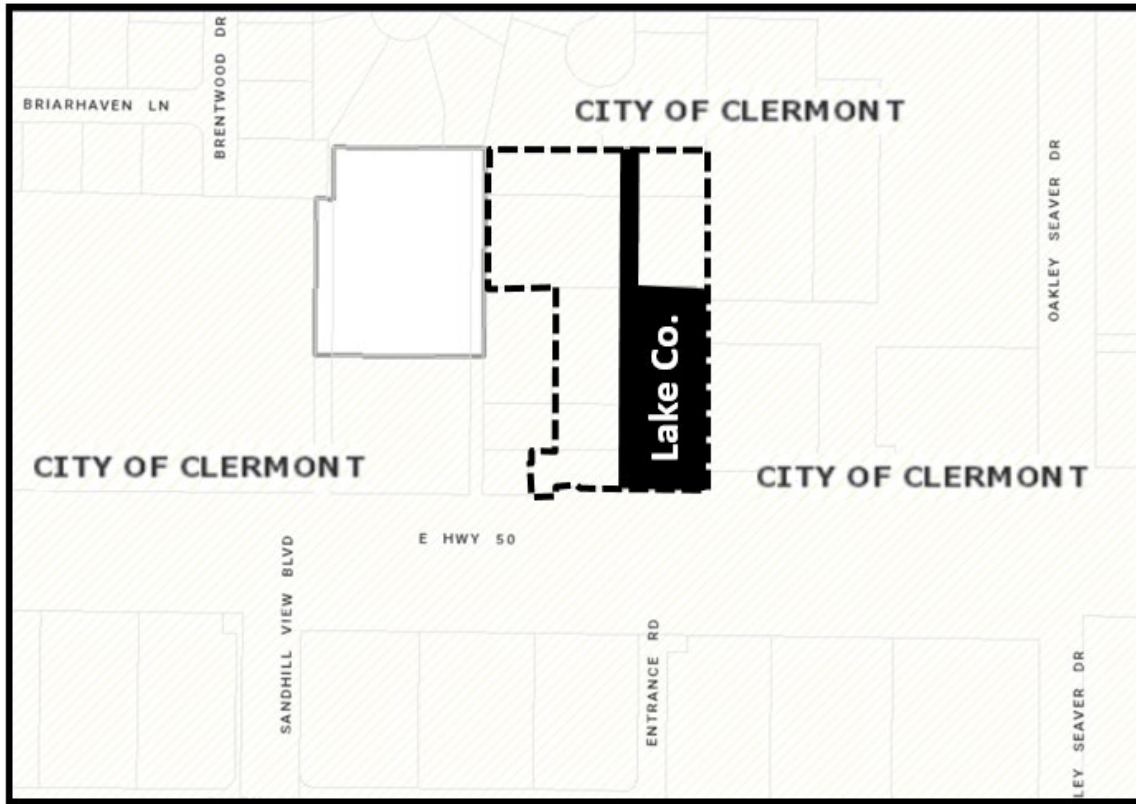
AND:

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

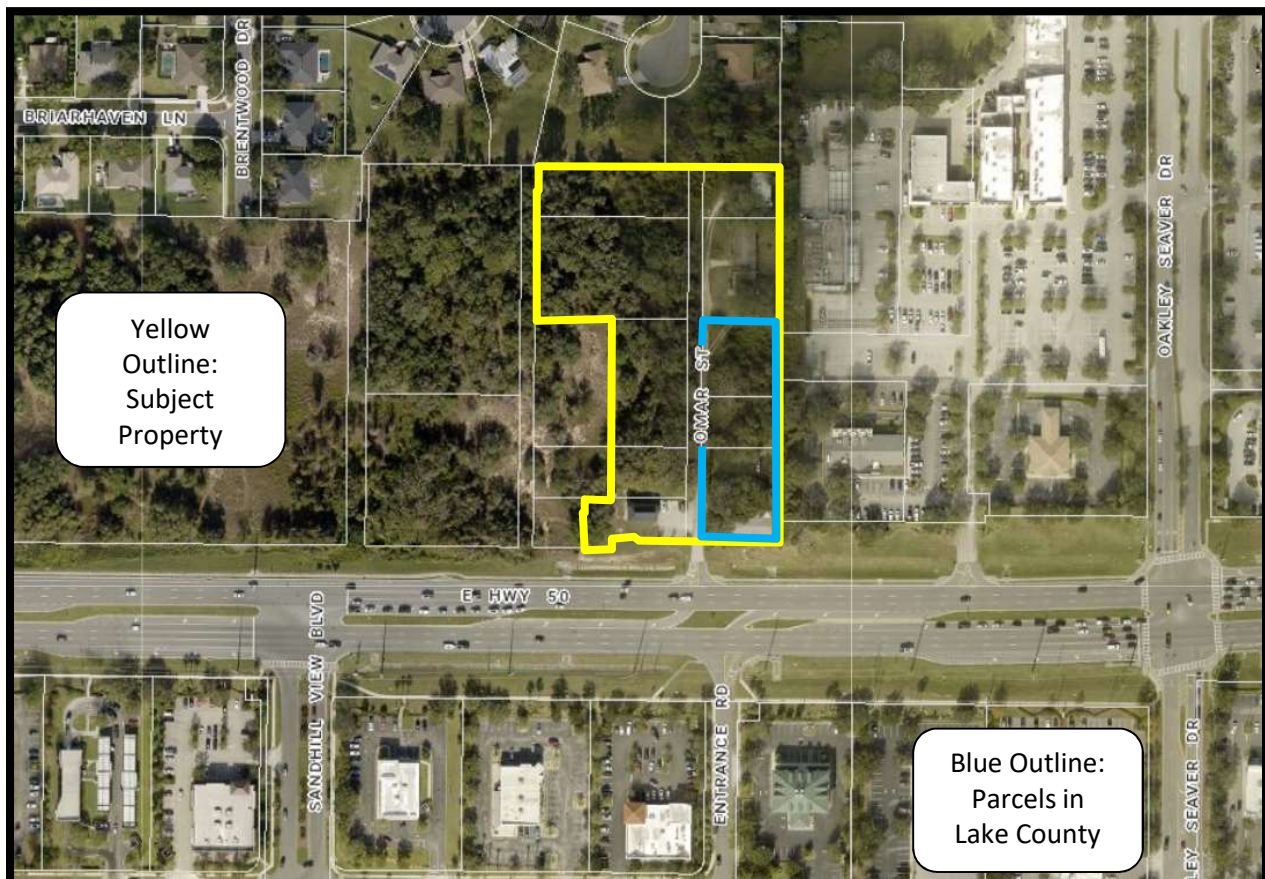
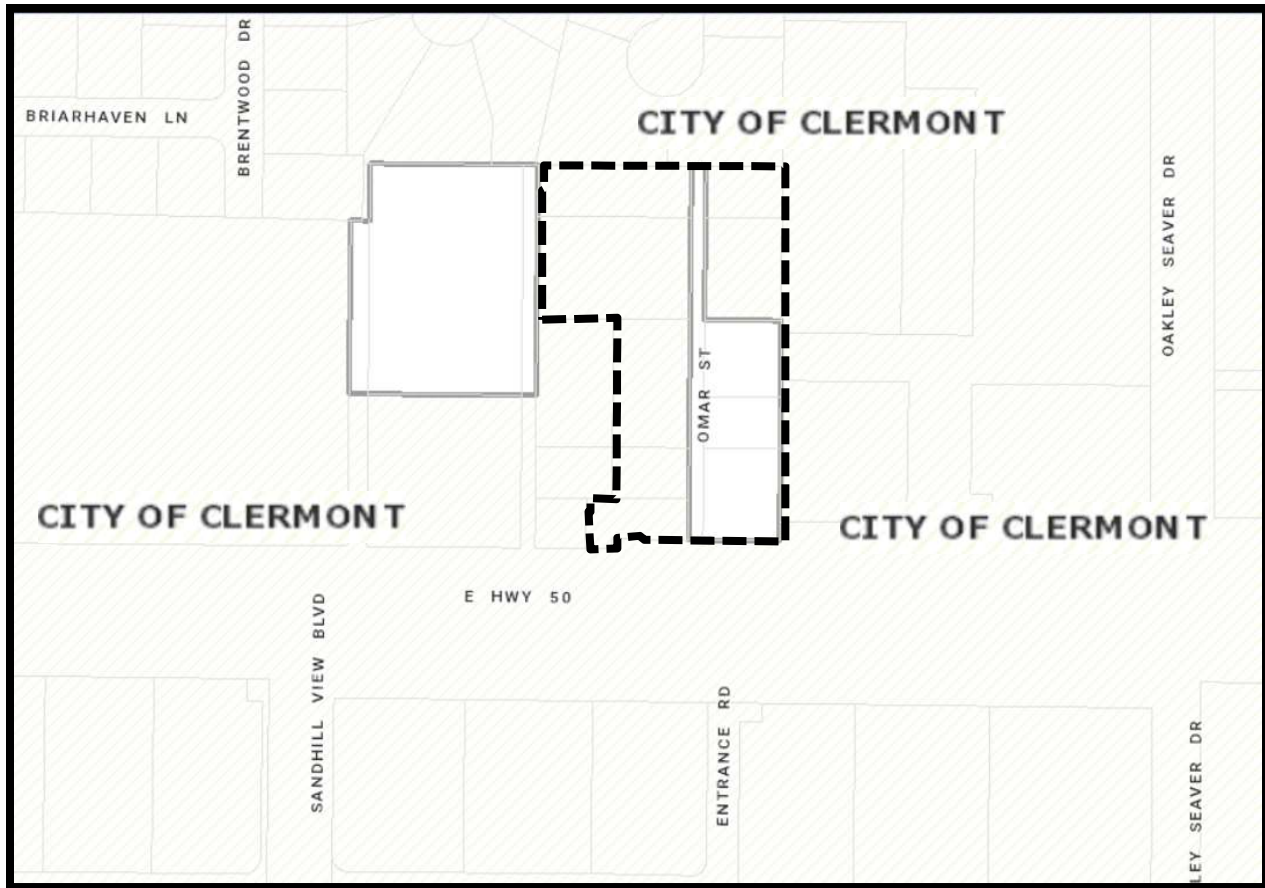
ATTEST:

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)

Debra Jordan - Trustee

7-31-2023

Date

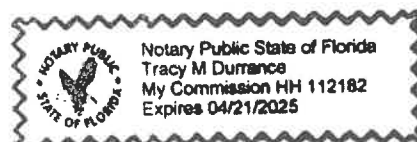
Debra Jordan - Trustee

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)

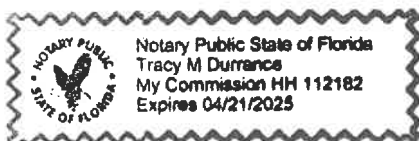
Sworn to and subscribed before
me this 20 day of July,
2023.

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.

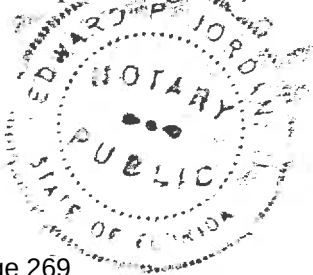
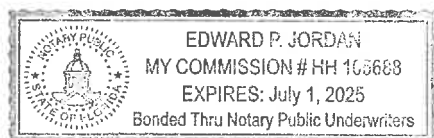
[Signature]

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.

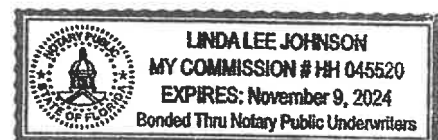
Legal description of the property: (Type, print in black ink, or attach a copy of the warranty deed or current tax receipt).

Harold Barker
Landowner (Petitioner)

8/2/23
Date

Lila Lee Johnson
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.

DG-51

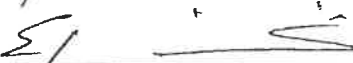
4. The trust provisions that are not referenced in this Affidavit are of a personal nature and set forth the distribution of trust property. They do not modify the powers of the Trustee.
5. The Signatories of this Affidavit are currently the acting Trustees of the Trust Agreement and declare that the foregoing statements are true and correct, under penalty of perjury.

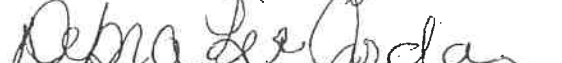
Further Affiant Sayeth Naught:

**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)

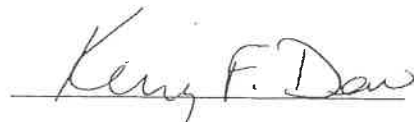

Edward P. Jordan II (Trustee)


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

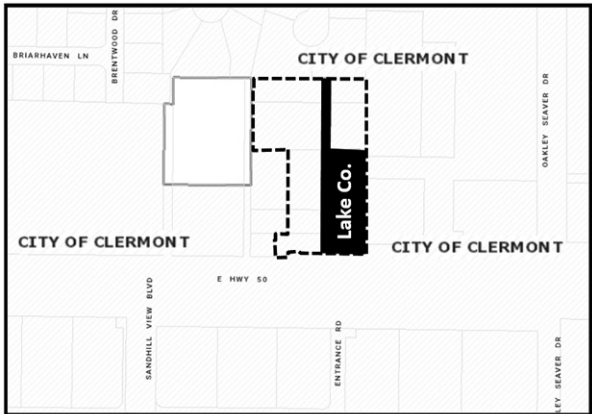
The Clermont City Council will consider the enactment of the following proposed Ordinance at their regularly scheduled meeting to be held Tuesday, January 23, 2024 at 6:30 PM at Clermont City Hall, Council Chambers located at 685 West Montrose Street. All interested parties will be given an opportunity 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 23, 2024		
Agenda Item Name		
Ordinance No. 2024-002 <i>Final</i> <i>Palm Plaza Development SSCPA</i>		
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. <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. 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

CITY OF CLERMONT
ORDINANCE NO. 2024-002



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

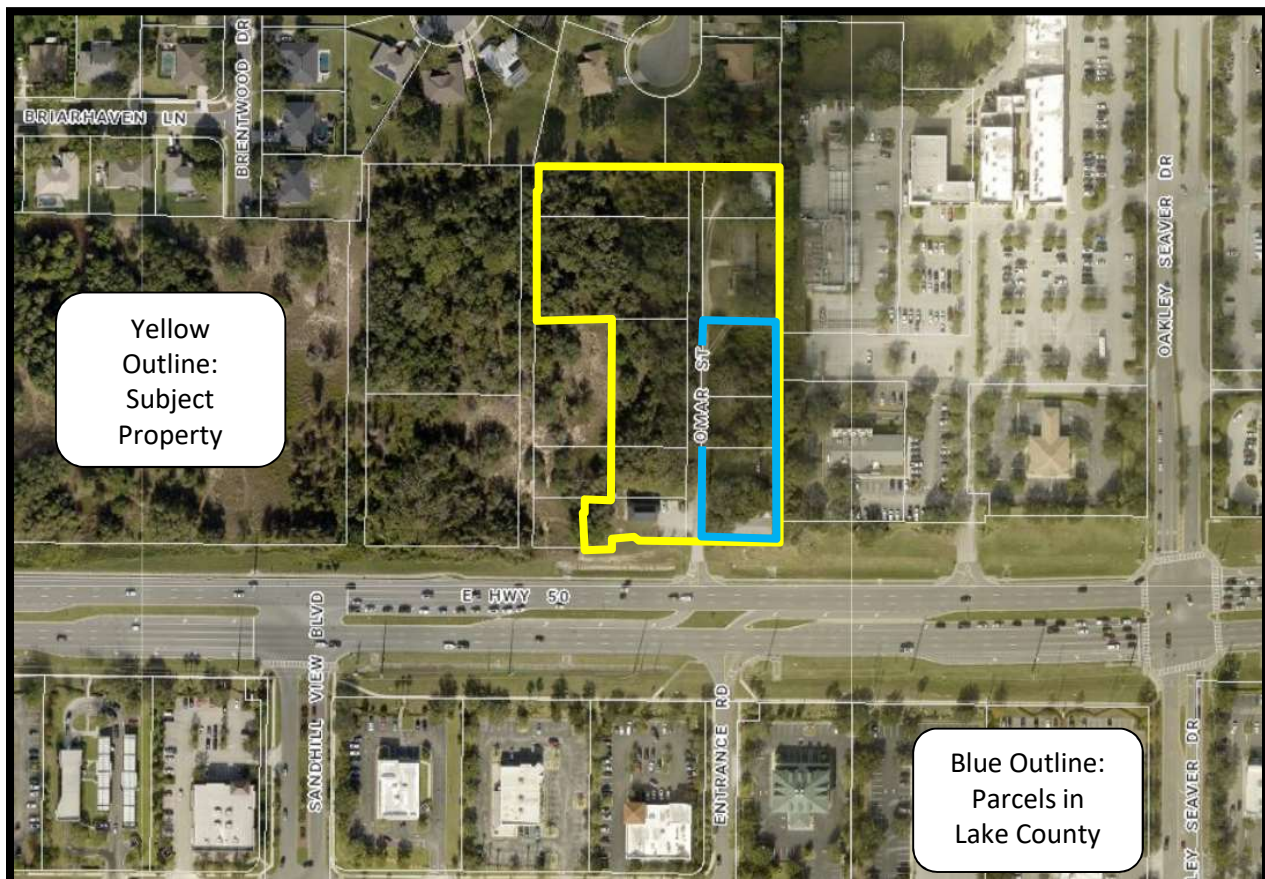
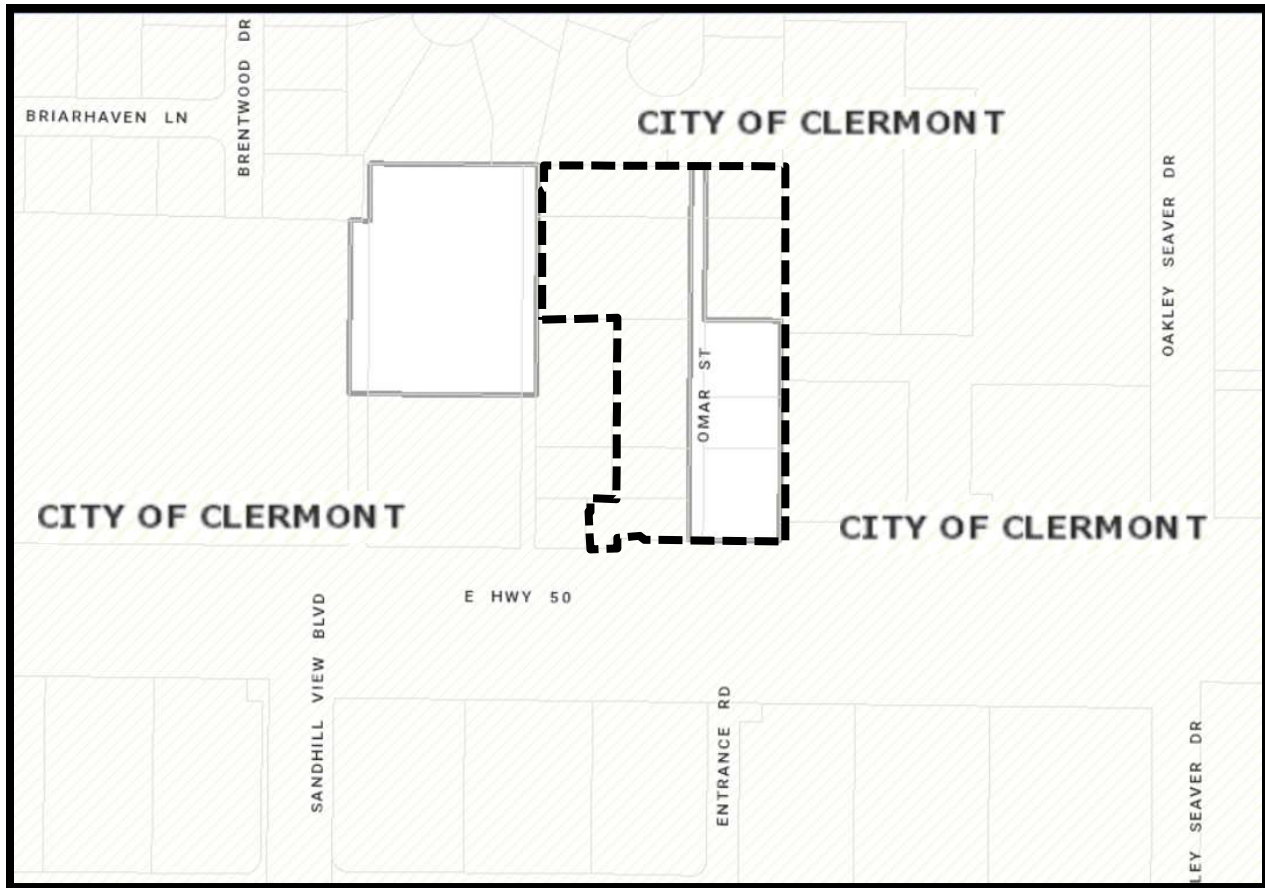
ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map –Palm Plaza Hotel

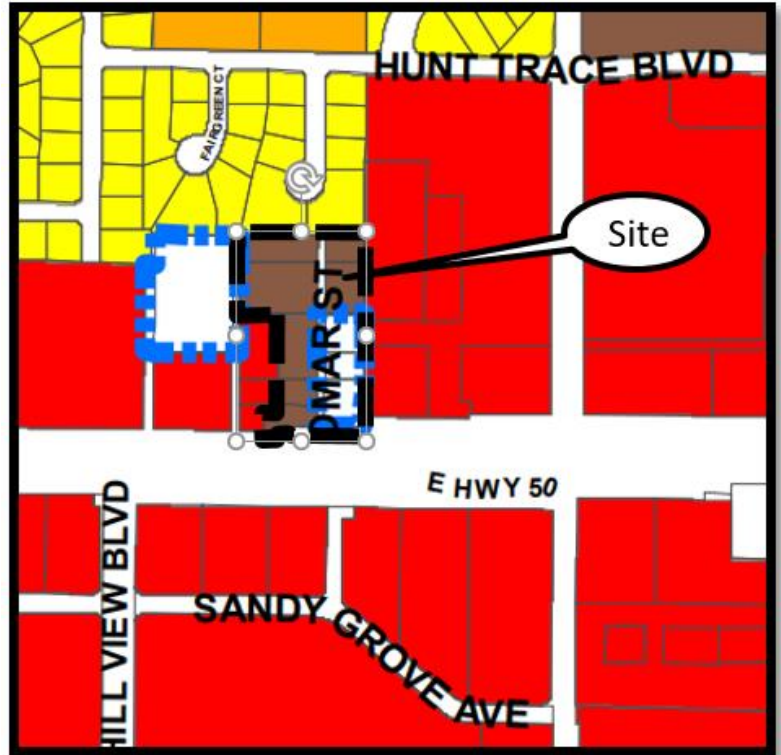


Palm Plaza Hotel – Future Land Use Map and Zoning Map

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

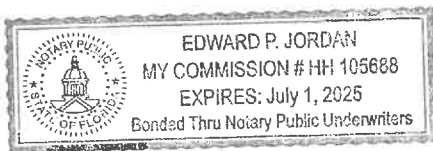
Affiant - Applicant Name (print)

X

Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

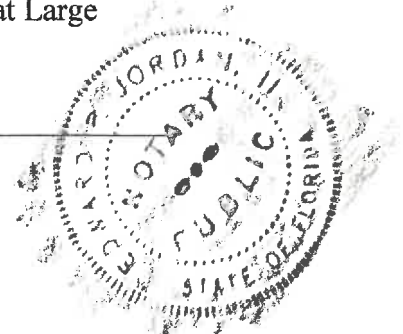
or personally known by me this 31st day of July, 2023.



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)

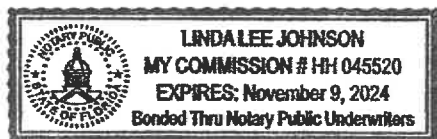
Sworn to and subscribed before
me this 2 day of August,
20 23.

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:

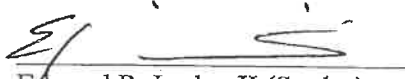
The Trust is to be construed under Florida Law and the Trust was duly executed by the Settlers and Trustees in the presence of two subscribing witnesses and acknowledged by a notary on March 5, 1997.

DD-4

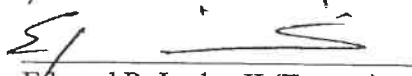
4. The trust provisions that are not referenced in this Affidavit are of a personal nature and set forth the distribution of trust property. They do not modify the powers of the Trustee.
5. The Signatories of this Affidavit are currently the acting Trustees of the Trust Agreement and declare that the 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)

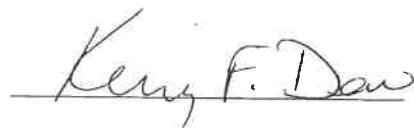

Edward P. Jordan II (Trustee)


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 5



May 26, 2022

- Street Names

Local Streets

Subdivision Lot Numbers

Building Footprints

Address Locations

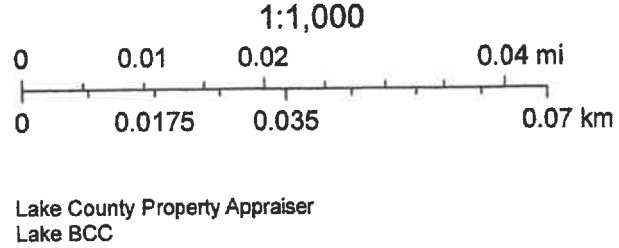
Property Name
- Tax Parcels Alternate Key

Tax Parcels

County Boundary

Surrounding Counties

Clermont		
AK#	Zoning	Future Land Use
1695881	C-2	Residential/Office
2691280	C-2	Residential/Office
1695872	C-2	Residential/Office
1695911	C-2	Residential/Office
2587199	R-3	Residential/Office
1695899	R-3	Residential/Office
1695813	R-3	Residential/Office
Lake County		
1695902	AG	Regional Commercial
2706058	RP	Regional Commercial
1695805	RP	Regional Commercial

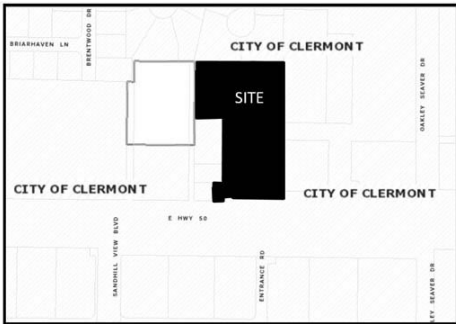


CITY OF CLERMONT

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 23, 2024

Agenda Item Name

Ordinance No. 2024-003 *Final*
Palm Plaza Development Rezoning

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. *The Planning and Zoning Commission recommended approval, 7-0.*

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

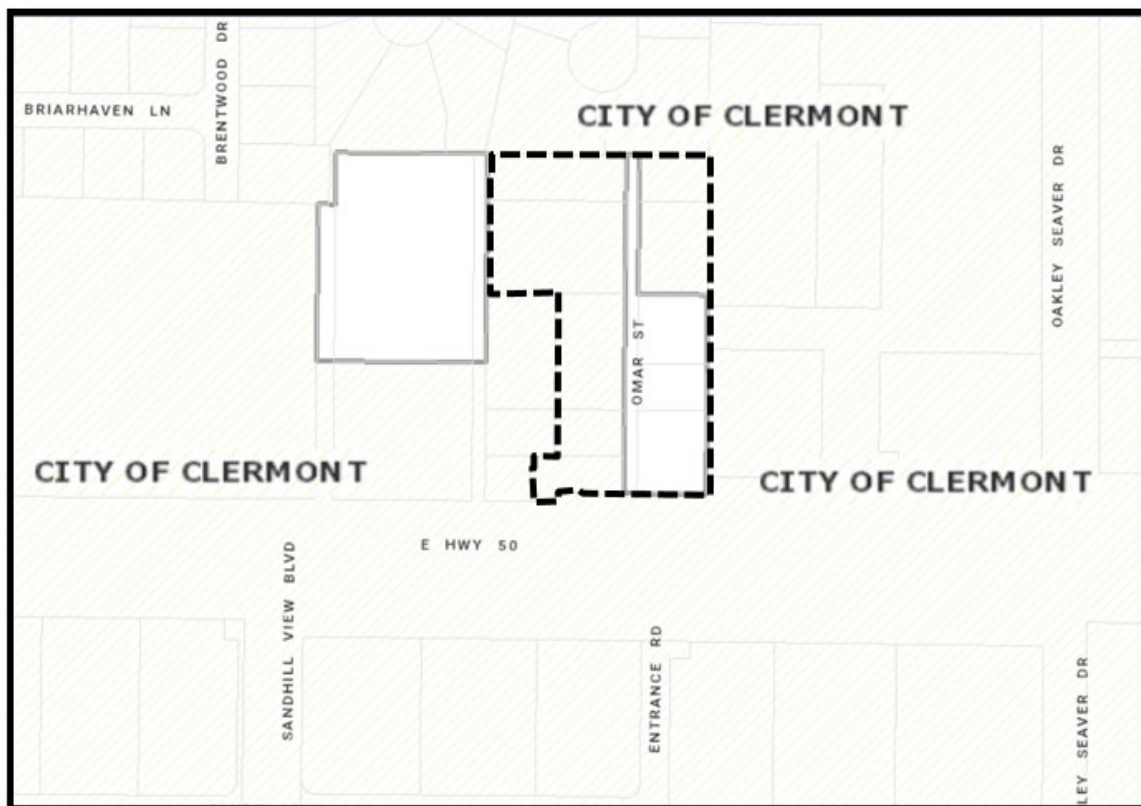
LOTS 55 THROUGH 61 IN WALTON SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 5, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

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.

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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

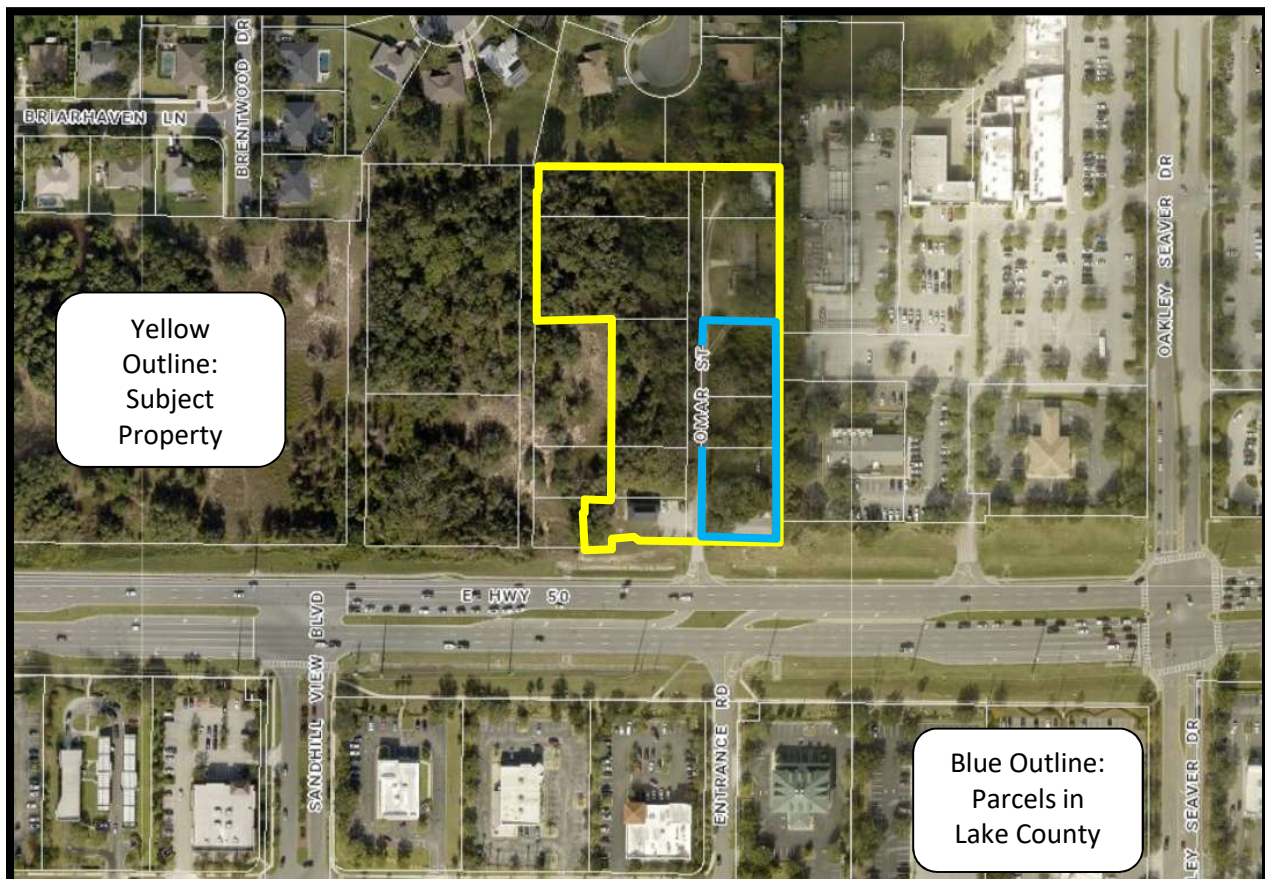
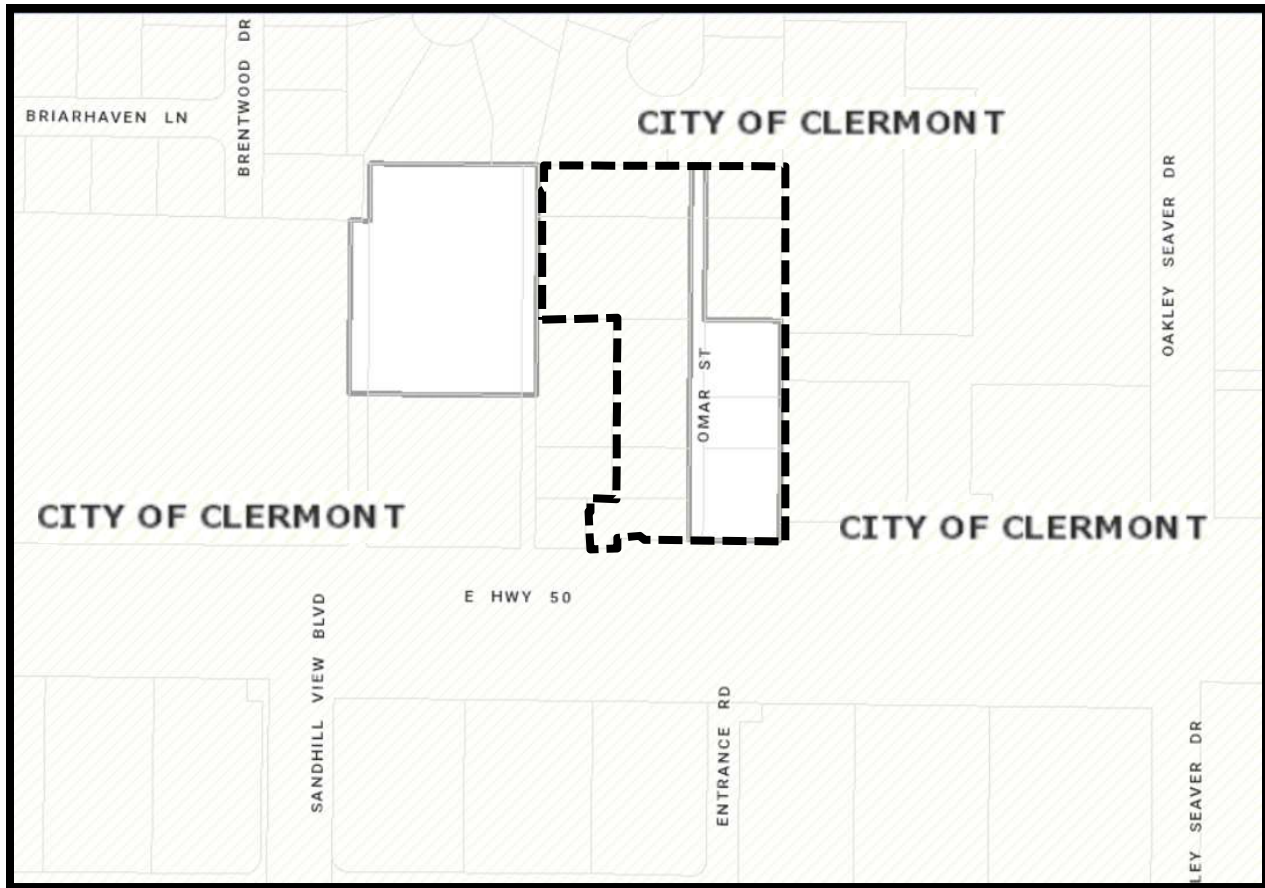
ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map –Palm Plaza Hotel

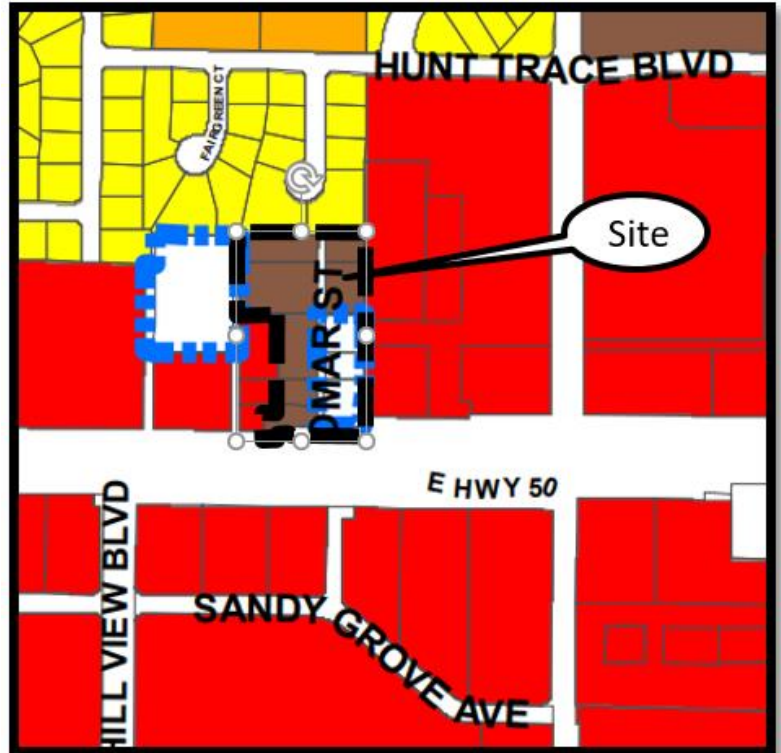


Palm Plaza Hotel – Future Land Use Map and Zoning Map

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

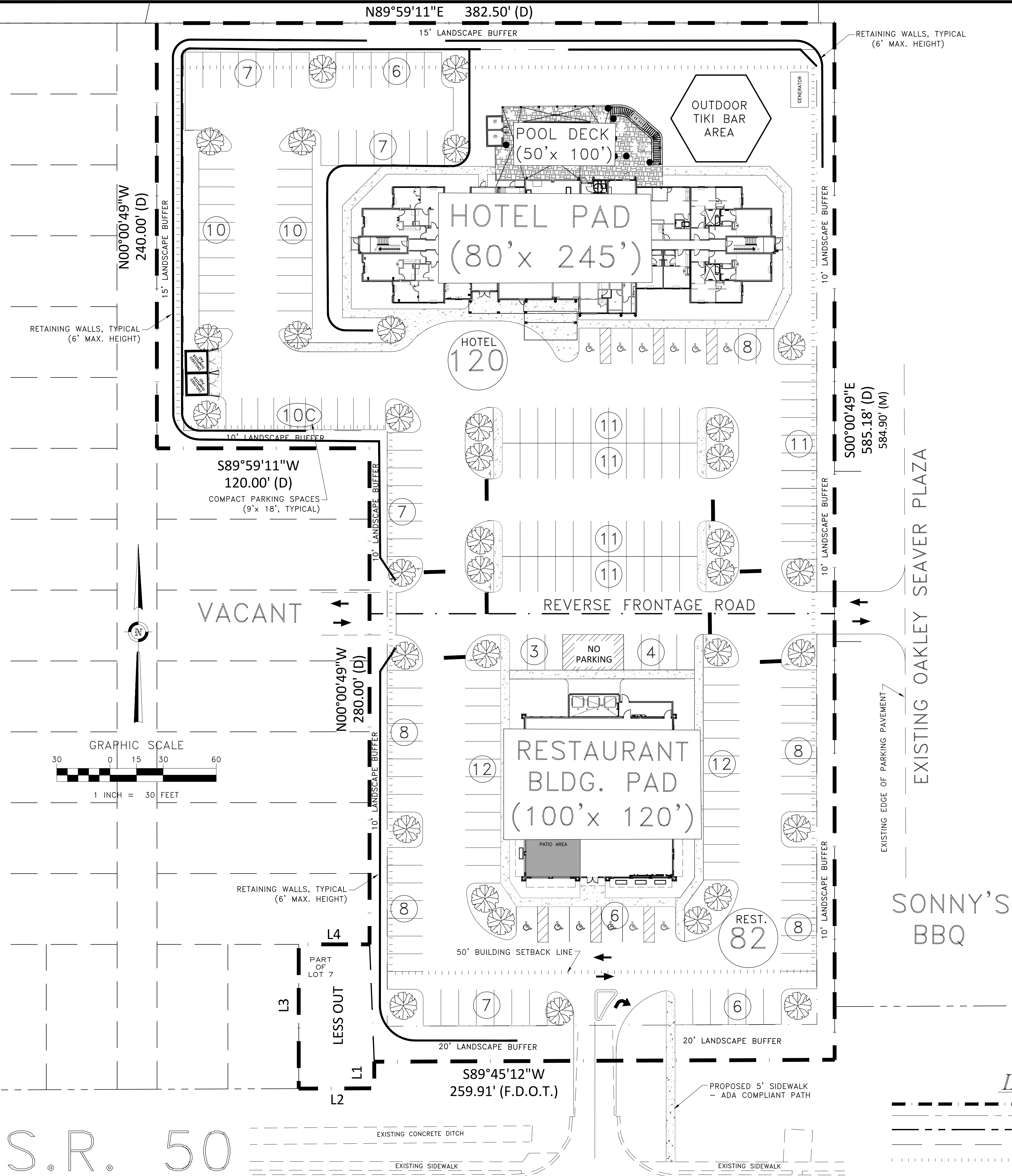


Zoning Designations

- 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

JOB NO. 22-007
DATE October 2023
DES. BY: RMc
DWN. BY: RMc
CHK'D BY:
APP'D BY:
SHEET 1 OF 1

McCOY & ASSOCIATES
ENGINEERS & LAND PLANNERS
106 S. PALM AVE. HOWEY-IN-THE-HILLS, FL. 34737
(352) 324-1156 RMcCoyPE@att.net
CA#: 8574

BAILEY SURVEYING
& MAPPING, LLC
10900 SANDY RIDGE AVE.
CLERMONT, FL 34711
(407) 747-3216

REVISIONS



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

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.

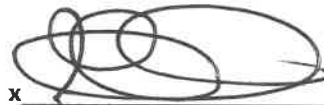
Check box to indicate additional materials are provided via attachment. ☒

George Tsunis

Applicant Name (print)

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

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)

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.

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.

Handwritten signature/initials

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)

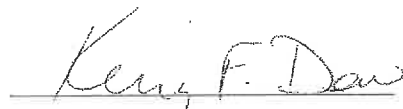

Edward P. Jordan II (Trustee)


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

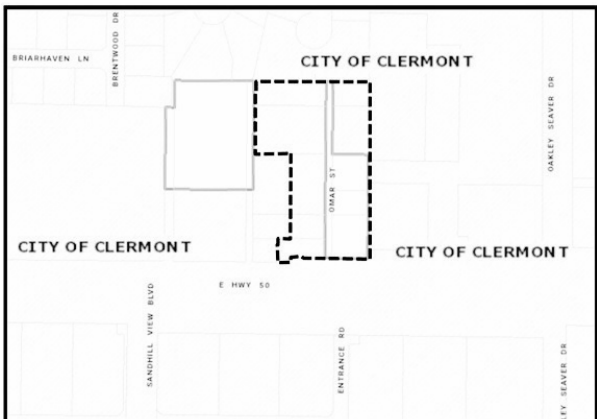
On Thursday, January 4, 2024 at 6:30 PM the Clermont Planning & Zoning Commission will consider the enactment of the following proposed ordinance, and on Tuesday, January 23, 2024 at 6:30 PM at a public hearing the request will be held before the City Council for Final Adoption.

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.

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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.

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.

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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.

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

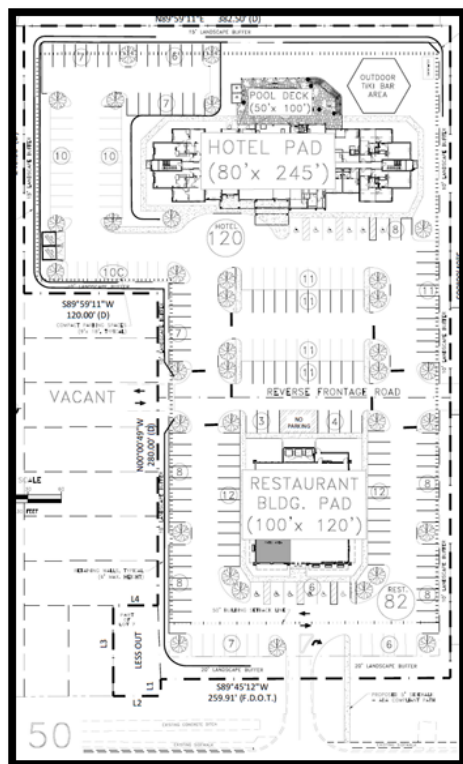
Daily Commercial

December 20, 2023 and January 8, 2024

AGENDA ITEM

Meeting Date	
Tuesday, January 23, 2024	
Agenda Item Name	
Resolution No. 2024-001R <i>Palm Plaza Development CUP</i>	
Requested Action	
Recommend approval of Resolution 2024-001R.	
Staff Report	

The applicant, Clermont Hotels, LLC, is requesting a Conditional Use Permit (CUP) to allow a hotel, TownePlace Suites by Marriott, to occupy more than 20,000 square feet of total floor space within the C-2 General Commercial zoning district. The applicant is proposing up to a 70,000 square foot, four-story hotel with associated parking within the 4.07 +/- acre site. The hotel will include 112 rooms and outdoor amenities. The applicant has requested one variance to the Land Development Code as part of this project. They are requesting to allow up to 12 parking spaces and then a landscape island instead of the required 10 spaces and a landscape island. This is being requested in order to ensure enough parking is available for the hotel and restaurant use along with providing a single row of parking fronting the hotel building.



The proposed hotel is consistent with the surrounding area as a whole. The property is in close proximity of the South Lake Hospital, National Training Center and Lake-Sumter State College Campus. There are four (4) hotels within a mile of the site; which include Fairfield Inn, Holiday Inn, Home2Suites and Hampton Inn. The square footage and height of the proposed hotel would be very similar to the recently approved Staybridge Suites and the existing Hampton Inn Suites and Home2Suites.

Staff has reviewed the CUP application in accordance to Sec. 101-212 of the Land Development Code. The proposed intensity, character and type of development is in compliance with the City's comprehensive plan for Commercial future land use. The location of the hotel along the SR 50 corridor is acceptable based upon several other hotels along SR 50 within the C-2 General Commercial zoning district. A traffic impact study has been performed for the project and it has been determined that the site is estimated to generate 50 A.M. peak hour two-way trips and 74 P.M. peak hour two-way trips at buildout, which would be considered a "de minimis" impact on the transportation network under Lake-Sumter MPO guidelines. The project will be required to provide a cross-access connection to the east that will allow traffic to enter and exit at Oakley Seaver and SR 50 signalized intersection. Staff recommends approval of Resolution 2024-001R. *The Planning and Zoning Commission recommended approval, 7-0 with the addition of one condition that addresses no amplified sound devices to be used in the Outdoor Tiki Bar Area and Pool Deck Area.*

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.	2024-001R	2024-001R.pdf
2.	Location Map	Location Map.pdf
3.	Palm Plaza Hotel-Restaurant REVISED Site Plan - SS 10-30-2023	Palm Plaza Hotel-Restaurant REVISED Site Plan - SS 10-30-2023.pdf
4.	Palm Plaza Hotel TIA Sufficiency Review1	Palm Plaza Hotel TIA Sufficiency Review1.pdf
5.	02_Application - CUP	02_Application - CUP.pdf
6.	Legal Ad_CUP	Legal Ad_CUP.pdf



CITY OF CLERMONT
RESOLUTION NO. 2024-001R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR A BUILDING (HOTEL) OCCUPYING MORE THAN 20,000 SQUARE FEET OF FLOOR SPACE IN THE C-2 GENERAL COMMERCIAL ZONING DISTRICT AND TO ALLOW MORE THAN 10 PARKING SPACES BUT NO MORE THAN 12 SPACES WITHOUT A LANDSCAPE ISLAND; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN 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 to occupy more than 20,000 square feet of floor space in the C-2 General Commercial Zoning District and to allow more than 10 parking spaces, but no more than 12 spaces without a landscape island, at the following location:

LOCATION:

Vacant parcels located on the northeast and northwest corner
of State Road 50 and Omar Street
Alternate Keys 1695805, 2706058, 1695902, 1695881,
1695872, 2587199, 1695899, 1695813, 1695911, 2691280
4.07 +/- Acres

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 to occupy more than 20,000 square feet of floor space in the C-2 General Commercial Zoning District and to allow more than 10 parking spaces but no more than 12 spaces without a landscape island, 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.



CITY OF CLERMONT
RESOLUTION NO. 2024-001R

3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.
4. The 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 four-story hotel, up to 70,000 square feet in the C-2 General Commercial Zoning District. The project shall be developed in substantial accordance with the Conceptual Master Site Plan (Revised) prepared by McCoy & Associates, dated October 2023, 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 hotel shall be limited up to 112 guest rooms, with pool and outdoor bar area.
3. The maximum building height will be 55 feet, measured at the highest point of the building.
4. An enhanced landscape buffer consisting of a minimum of 30% more required plant material shall be installed along the northern property line between the hotel and the residential area.
5. Parking spaces may exceed 10 spaces without a landscape island, but no more than 12 spaces, as indicated on the Conceptual Master Site Plan (Revised).
6. The reverse frontage road shall be established to allow traffic movement to Oakley Seaver Drive. A connection to the property to the west shall also be established to utilize the reverse frontage road. Cross-access easements between the property owners shall be established in order to use the reverse frontage road.
7. The site may also be used for any permitted use in the C-2 General Commercial Zoning District.
8. 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.
9. Interior lighting on the site shall be directed downward into the site and shall not spill over onto adjacent properties.
10. All landscaping, drainage/water retention and site plan approval conditions must be maintained in perpetuity for the site.
11. No outside speaker system, sound amplification system and/or broadcasting device shall be allowed within the Outdoor Tiki Bar Area and Pool Deck Area.



CITY OF CLERMONT
RESOLUTION NO. 2024-001R

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 AN EFFECTIVE DATE

This Resolution shall take effect immediately upon its adoption.



CITY OF CLERMONT
RESOLUTION NO. 2024-001R

DONE AND RESOLVED 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

CITY OF CLERMONT
RESOLUTION NO. 2024-001R

Exhibit A

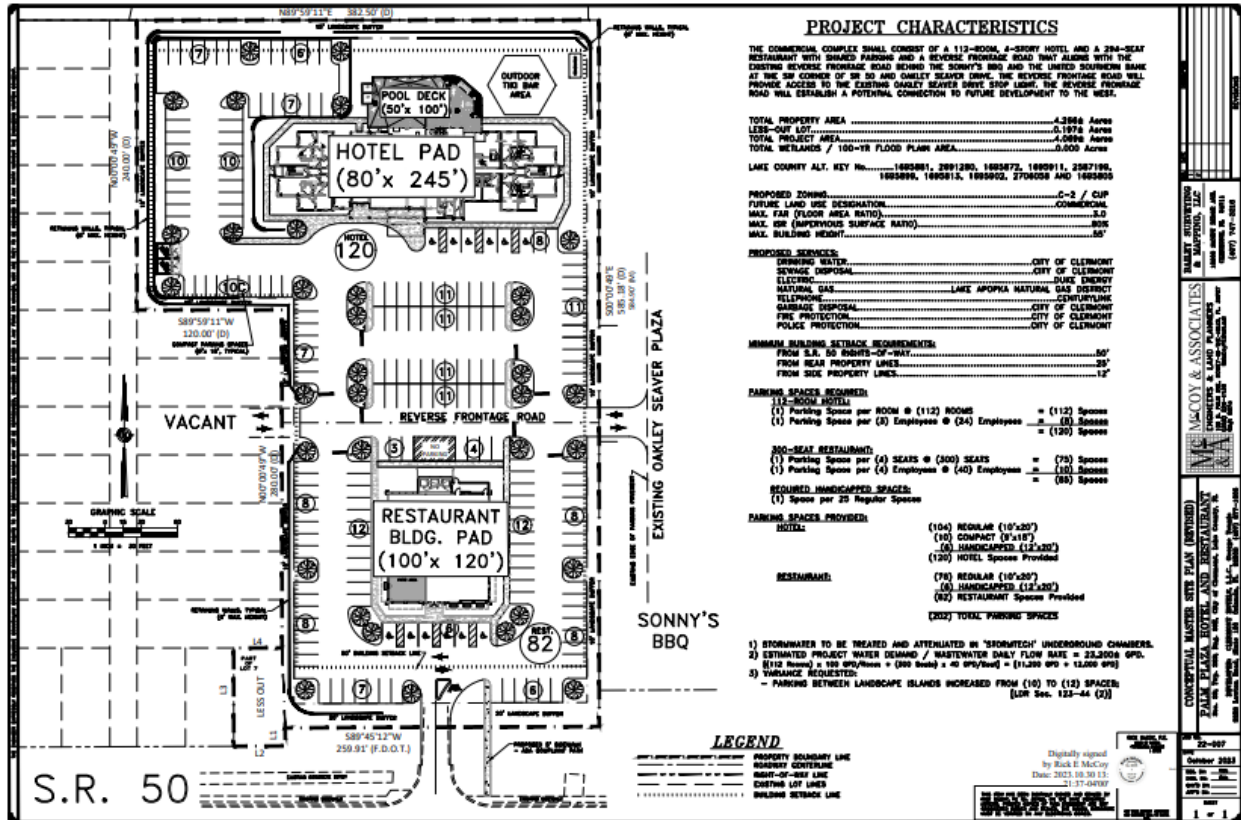
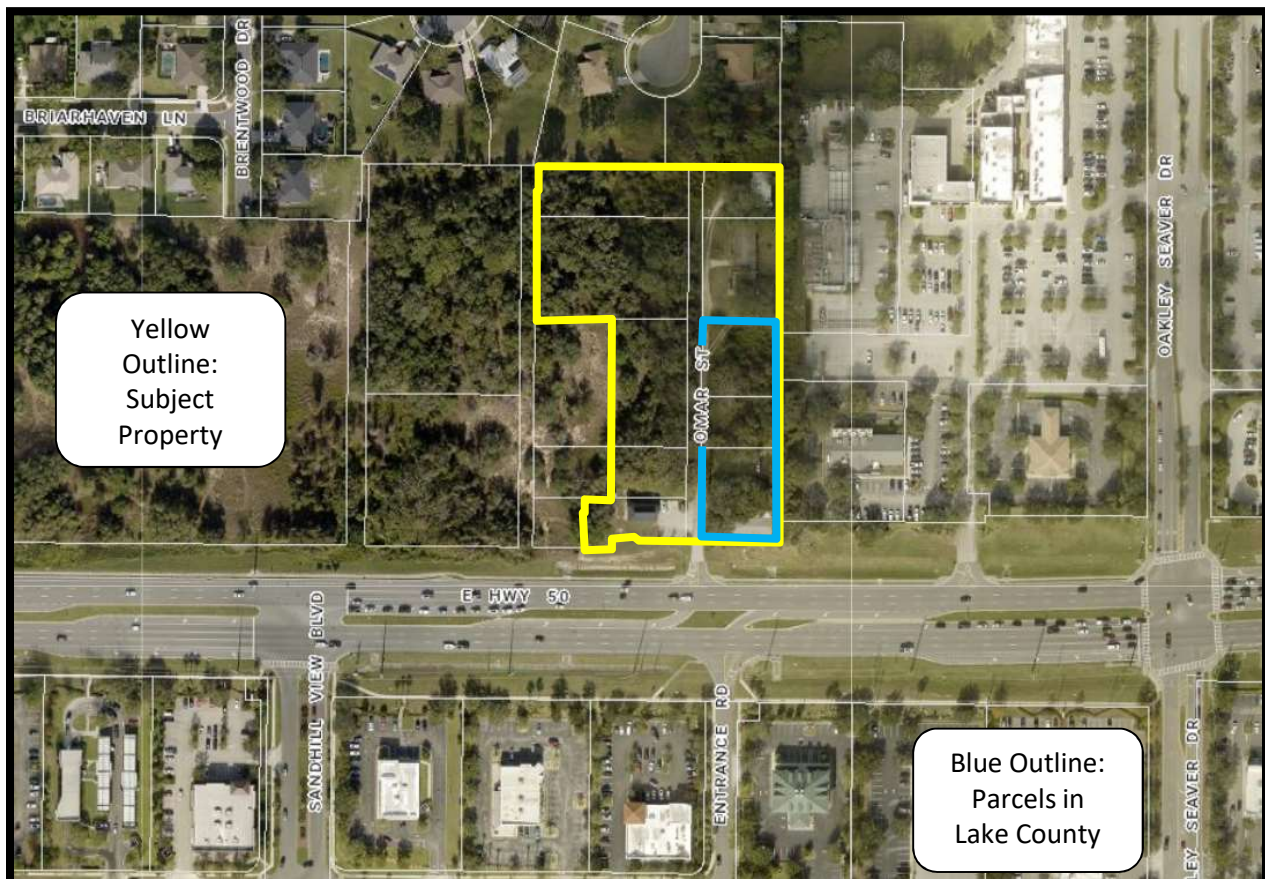
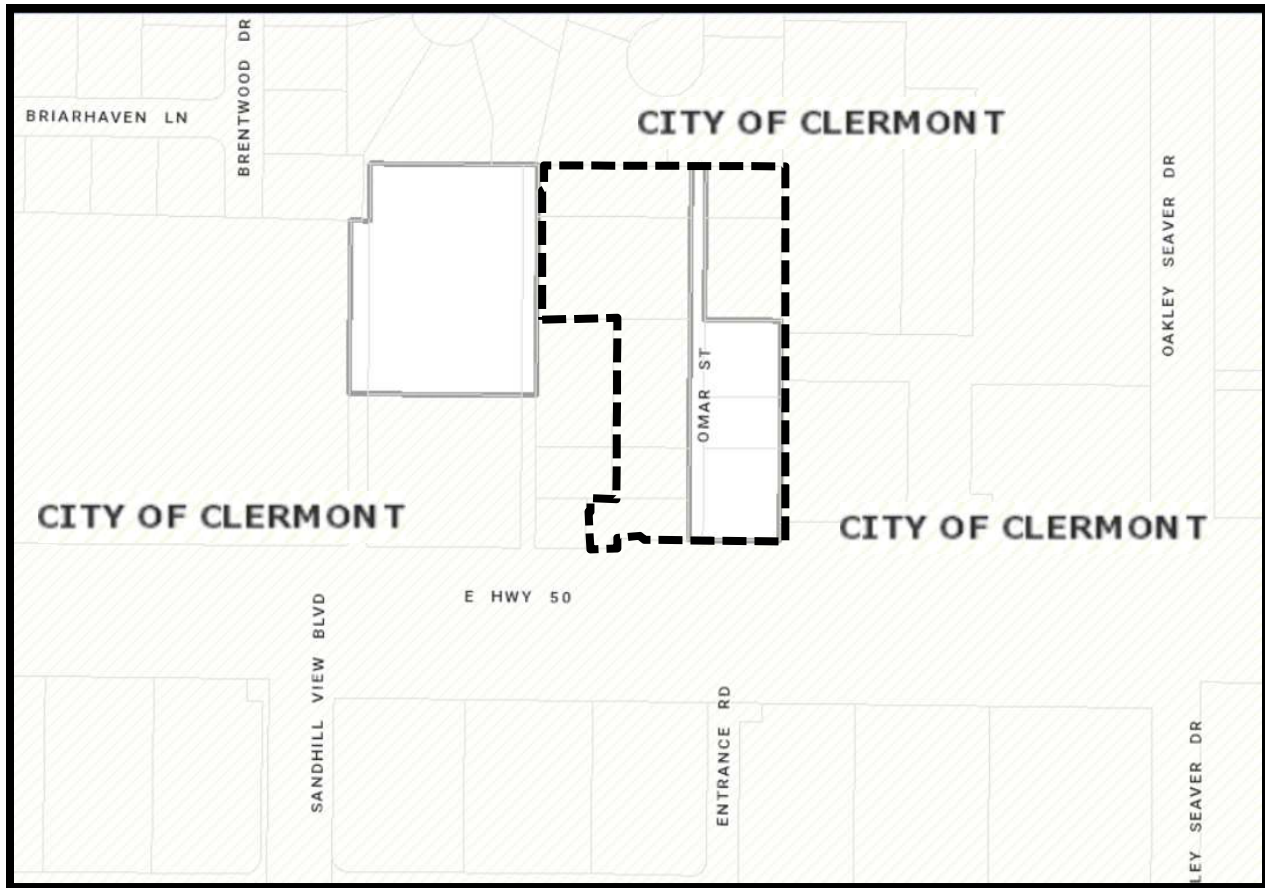
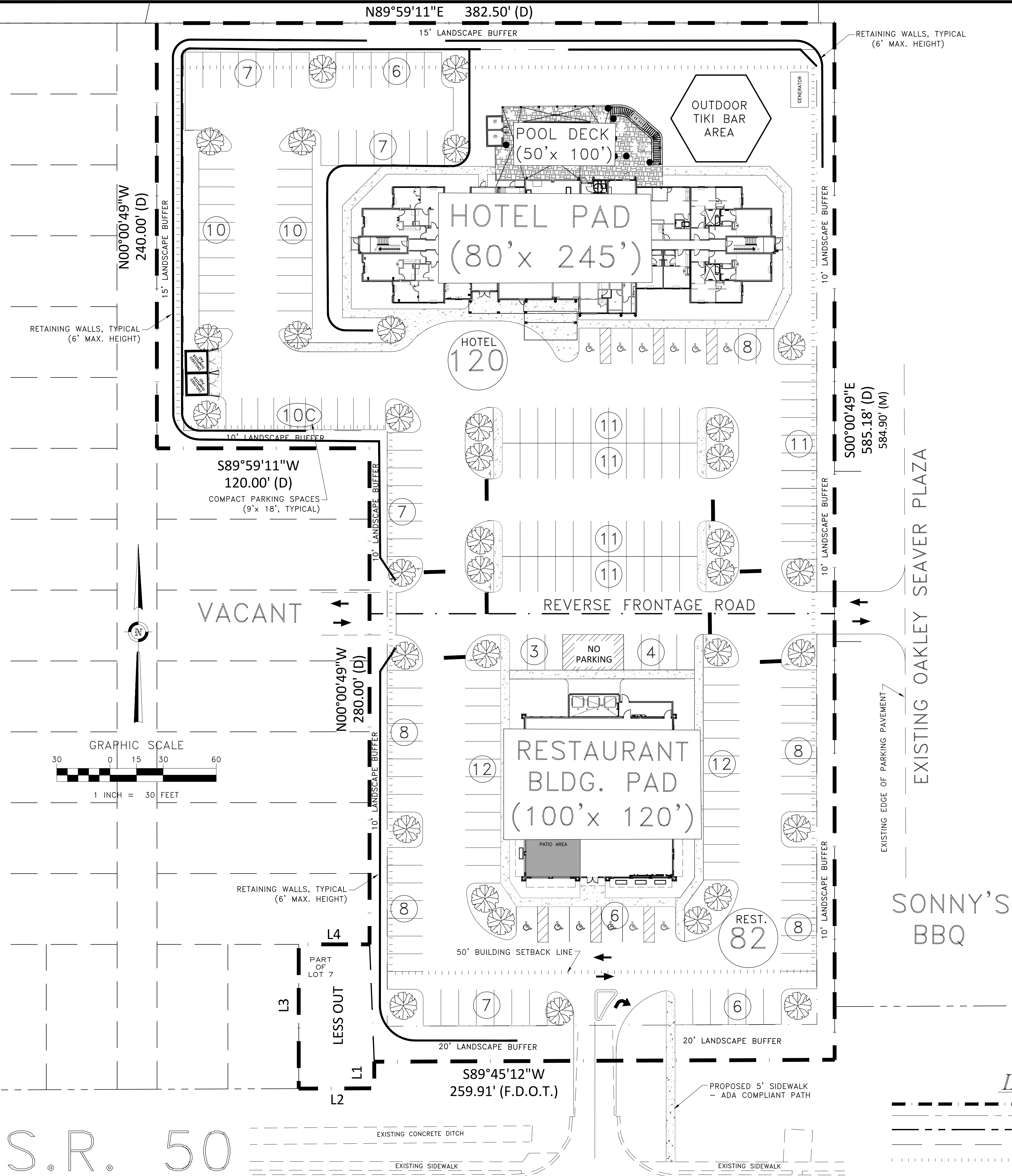


Exhibit - Location Map –Palm Plaza Hotel



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

DESCRIPTION		DATE		REVISIONS
NO.		1	2	
BAILEY SURVEYING & MAPPING, LLC				
10900 SANDY RIDGE AVE. CLERMONT, FL 34711 (407) 747-3216				
McCOY & ASSOCIATES				
ENGINEERS & LAND PLANNERS 106 S. PALM AVE. HOWEY-IN-THE-HILLS, FL. 34737 (352) 324-1156 RMCCoyPE@att.net CA#: 8574				
CONCEPTUAL MASTER SITE PLAN (REVISED)				
PALM PLAZA HOTEL AND RESTAURANT				
Sec. 29; Twp. 22S; Rng. 26E, City of Clermont, Lake County, FL				
DEVELOPER: CLERMONT HOTELS, L.L.C., George Tsounis				
3203 Lawton Road, Suite 100 Orlando, FL 32803 (407) 877-1005				
JOB NO.		22-007		
DATE		October 2023		
DES. BY:		RMc		
DWN. BY:		RMc		
CHK'D BY:				
APP'D BY:				
SHEET		1 OF 1		

MEMORANDUM

Date: November 14, 2023 Project #: 24449.38

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

From: Stephanie Shealey, PE, PTOE, PTP

Project: Jacks Lake/Palm Plaza Hotel Tier 1 TIS

Subject: TIS Sufficiency Review

This memorandum has been prepared to document the review of the responses received to the original Jacks Lake/Palm Plaza Hotel Tier 1 Traffic Impact Study Review comments along with the updated TIS. The responses were submitted by Luke Transportation Engineering Consultants and are dated October 2023. The project includes a 106-room hotel and a 5 KSF restaurant within the ±3.949-acre development site in Clermont, FL. Build-out of the project is anticipated in 2026. The project proposes one directional left access point on SR 50 and cross access to Oakley Seaver Drive. Original comments are provided below, with responses in italics and sufficiency in bold.

Based on our review of the updated study, the analysis has been updated appropriately and only editorial changes are still recommended to correct/clarify the documentation of the analysis.

Palm Plaza Hotel Tier 1 Traffic Impact Study Sufficiency Review

- 1. Trip Generation:** As noted in the methodology review, Land Use Code 932 for High Turn-over (Sit Down) Restaurant may be a more appropriate choice for this development. This change would yield a higher trip generation for a more conservative analysis while remaining within the threshold for a Tier 1 Study. Please review the criteria for Land Use Code 932 vs 931 to ensure that the correct code is being used for the proposed restaurant.
Response: *The proposed development land use type and density for this parcel has been provided by the developer. This includes the proposed Fine Dining Restaurant. The description of the proposed restaurant provided by the developer meets the ITE Land Use 931 description for a full-service eating establishment that is typically not part of a chain, may require reservations, waits to be seated, has a wait staff, orders from a menu, and pays after the meal. Therefore, no change in the restaurant trip generation calculation is needed.*
Sufficiency: No further comment.

2. **Table 2:**

- As noted in the methodology review, service volumes cannot be verified as presented. Please utilize the peak hour peak direction service volumes from the Lake County CMP Database 2022.

Response: *The roadway service volumes in the analysis tables were taken from the Lake County TMS Segment Report – 2022 CMP Database. The Peak Hour/Peak Directional Service Volumes were converted to Two-Way Peak Hour service volumes in order to be consistent with the Lake Sumter MPO TIS Methodology Guidelines to evaluate roadways based on “two-way peak hour generalized service volumes.” Table A below has the factors that were used to convert the peak hour/peak direction service volumes to two-way peak hour service volumes.*

Sufficiency: **There is a typo in the 1-Way column for the second segment of SR 50: the “3,710” should be “3,170.” This does not appear to impact any calculations. Also note that the speed limits listed in the lower table are not consistent between the PHPD and 1/2 Way sections for segments of Grand Highway, Hooks Street, and Oakley Seaver Drive. The differences are limited to 5mph, so no calculations appear to be impacted. No further comment.**

- As noted in the methodology review, Citrus Tower Blvd from US 27 to Oakley Seaver Dr should have a 4.3% distribution per the model plot. The table shows 0.7%.

Response: *No response was provided.*

Sufficiency: **No further comment.**

3. **Figure 2, typ.:** Please remove all references to the access point on SR 50 being “Right-in/Right-out” as this is incorrect. Correct all occurrences of this reference to reflect the directional left opening that exists here.

Response: *The typographical error has been corrected. The analysis included in the report was done as a directional left-in/right-in/right-out.*

Sufficiency: **No further comment.**

4. **Table 6 – Growth Rates:** For FDOT Trends calculations, three years is insufficient to provide a reasonable estimation. Please either amend to check for ten (10) years of trends (and provide trends worksheets with graphs) or use the CMP growth rate only (minimum 2% still withstanding). Amend background and further scenarios as needed.

Response: *As noted in Table 6, the CMP annual growth rate is only 1%. Therefore, Background traffic will be based on a minimum 2% annual growth rate.*

Sufficiency: **No further comment.**

5. **Existing Intersection Analysis:** Provide discussion on approaches with delays that yield an LOS of F, even if mitigation is not required.

Response: *As documented in the analysis, the two (2) existing signalized study intersections currently operate overall at an acceptable level of service D or better. The study intersection of SR 50 and Oakley Seaver Drive (Intersection #2) eastbound left-turn lane has an LOS F condition during both the A.M. and P.M. peak periods. The lane V/C Ratio for this movement is 0.78 (for both time periods) which indicates that the movement is not over capacity.*

Sufficiency: Response is sufficient. Please include this text in the body of the report (page 9 etc.).

6. **Table 9 – Build-out Intersection Analysis:** Apart from Int. #1 AM, most of the data in this table does not match the HCM reports provided in the appendix. Please verify and correct where needed. Volumes on the HCM reports mostly match the volume development sheets but should be verified as well.

Response: *Table 9 has been updated to match the analysis worksheets in the Appendix.*

Sufficiency: No further comment.

7. **Turn Lane Analysis:** Please provide a turn lane warrant analysis using NCHRP 457 for the westbound right-turn movement into the site. Additionally, please provide a queue analysis, using the 95th percentile queue length, for all turn lanes.

Response: *The updated report includes the requested auxiliary turn-lane analysis. In addition, the original report as well as the updated reports includes in Table 5 and Table 9 the 95th percentile queue lengths for all the intersection movements. As documented in these tables, the existing and projected 95th percentile queue lengths do not exceed the existing auxiliary turn-lanes lengths.*

Sufficiency: No further comment.

8. **Synchro Analysis:** Throughout the Synchro analysis, the u-turn volumes are shown on the u-turn movement as well as added to the left-turn volume. For signalized intersections, HCM ignores the volumes in the u-turn movement, and thus including them in the left-turn movement is appropriate for the analysis. However, the HCM methodologies can analyze the u-turn volumes, and thus the u-turn movements are being double counted in the analysis. Please update the Synchro to include u-turns within the left-turn volume for signalized intersections (remove from u-turn movement for clarity) and remove the u-turn volume from the left-turn movement for the TWSC intersections.

Response: *The included figures and synchro analysis worksheets have been updated to make it easier to follow.*

Sufficiency: No further comment.

9. **Appendix:** Existing PM Synchro reports are missing for intersections 4 & 5. Please provide.

Response: *The missing sheets are not included in the updated TIA appendix.*

Sufficiency: No further comment.

10. **Overall Formatting:**

- Please remove all red text callouts for Tables and Figures as they are redundant and occasionally obscure table data.
- Figures 5, 6, & 7: For clarity, please rotate text boxes for all NB/SB movement data (trips, distribution, etc.) to align with the appropriate arrows.

Response: *The red text call outs have been removed from the text. They are used to develop the table of contents and should have been hidden in the published report. To eliminate confusion in Figure 5, any movement that does not have a project trip distribution percentage has been removed.*

Sufficiency: No further comment.



CITY OF CLERMONT CONDITIONAL USE PERMIT APPLICATION

Date 07/31/2023		FEE: \$845 + 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 Clermont	State FL	Zip 32803
Telephone 407-877-1005		Fax		
Email Gtsunis@tsunis.com				
OWNER INFORMATION ☐ (Check box if owner information is same as applicant)				
Owner's Name Please See Attached for the Property Owner Information				
Owner Address		City	State	Zip
Telephone		Fax		
PROPERTY INFORMATION				
Address of Subject Property Northwest corner of SR 50 and Omar Street		City Clermont	State FL	Zip 34711
General Location Northwest Corner of SR 50 & Omar Street				
Legal Description & Alternate Key (include copy of survey) Please See Attached Legal Description				
Land Use (City verification required) Clermont: Residential/Office - Lake County (being annexed): Residential/Office				
Zoning (City verification required) Clermont: C-2 & R-3 / Lake Co. (being annexed) Regional Commercial				



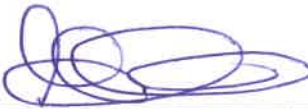
CITY OF CLERMONT CONDITIONAL USE PERMIT APPLICATION

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

The entire area that fronts State Road 50 is commercial. In order to build a hotel on the property we will need the required Conditional Use Permit for a business establishment or structure proposing to occupy more than 20,000 square feet of floor space, as per Section 122-223 (b).

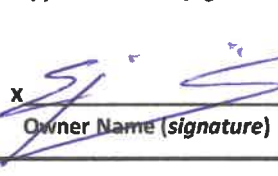
George Tsunis

Applicant Name (print)

x 

Applicant Name (signature)

Edward P. Jordan, Trustee
Owner Name (print) Debra Jordan, Trustee

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



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.

The entire area that fronts State Road 50 is commercial. In order to build a hotel on the property we will need the required Conditional Use Permit for a business establishment or structure proposing to occupy more than 20,000 square feet of floor space, as per Section 122-223 (b).

George Tsunis

Applicant Name (print)

x

A handwritten signature in blue ink, appearing to read 'George Tsunis', written over a horizontal line.

Applicant Name (signature)

Olivia Navjot

Owner Name (print)

x

A handwritten signature in blue ink, appearing to read 'Olivia Navjot', written over a horizontal line.

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

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^{1/2} 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:

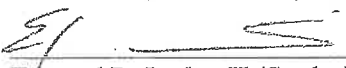
The Trust is to be construed under Florida Law and the Trust was duly executed by the Settlers and Trustees in the presence of two subscribing witnesses and acknowledged by a notary on March 5, 1997.

DD-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.

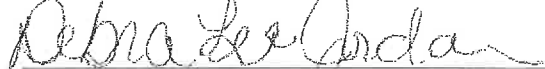
Further Affiant Sayeth Naught:

**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)

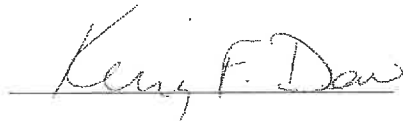

Edward P. Jordan II (Trustee)


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 5

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:	9619842
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	57.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	2	12/28/2023 - 01/16/2024	Govt Bids & Proposals
LEE dailycommercial.com	2	12/28/2023 - 01/16/2024	Govt Bids & Proposals

Order Confirmation Amount

\$176.44

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 (2024-001R), to allow for a building (hotel) to occupy more than 20,000 square feet of floor space in the C-2 General Commercial zoning district and to allow more than 10 parking spaces but no more than 12 spaces without a landscape island. The final public hearing for the proposed request will be heard by the Clermont City Council on Tuesday, January 23, 2024 at 6:30 PM.

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

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
12/28/23, 1/16/24



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 23, 2024		
Agenda Item Name		
Ordinance No. 2024-005 <i>Final</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.

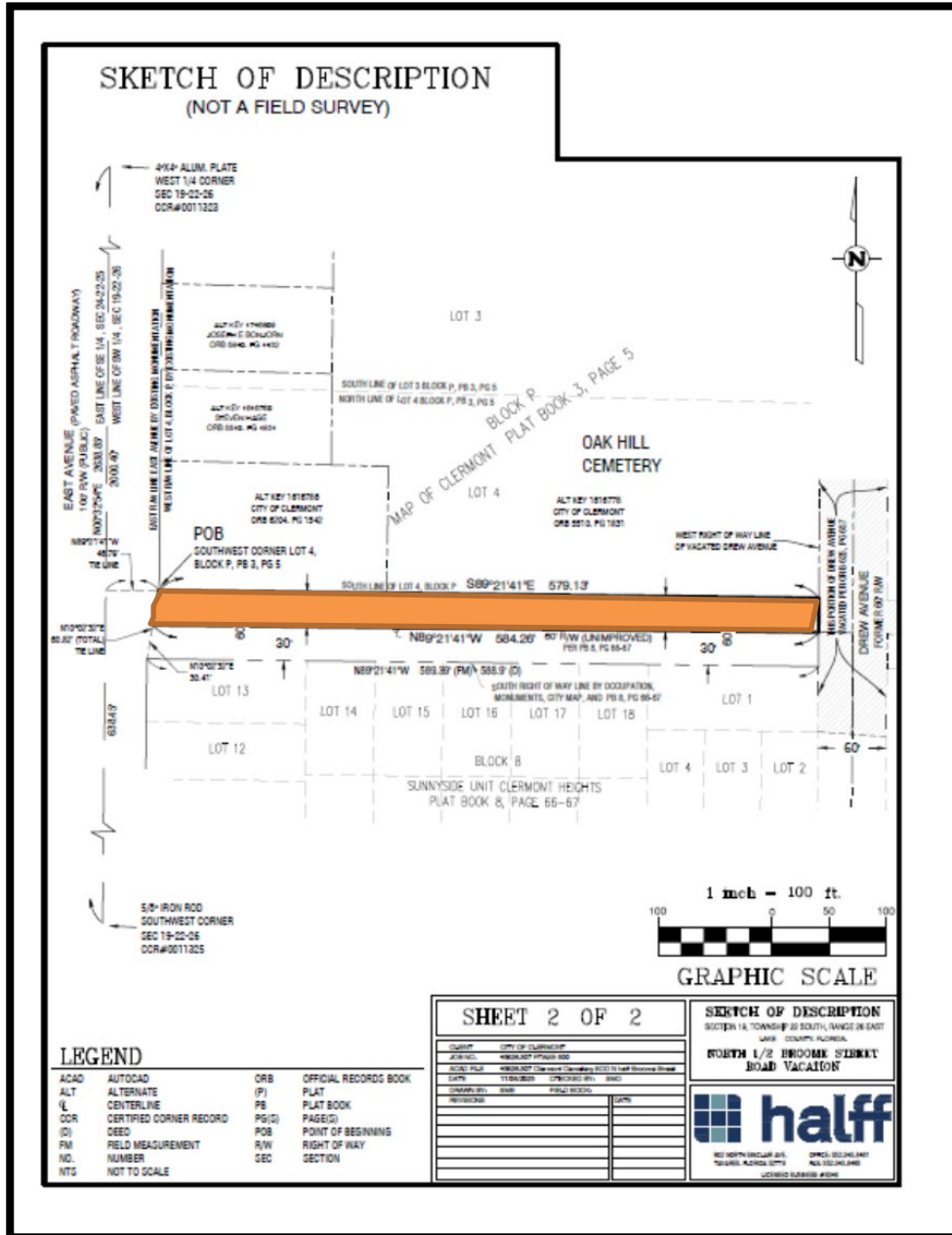
NOW THEREFORE, BE IT RESOLVED AND ENACTED by the City Council of the City of Clermont, Lake County, Florida that:

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

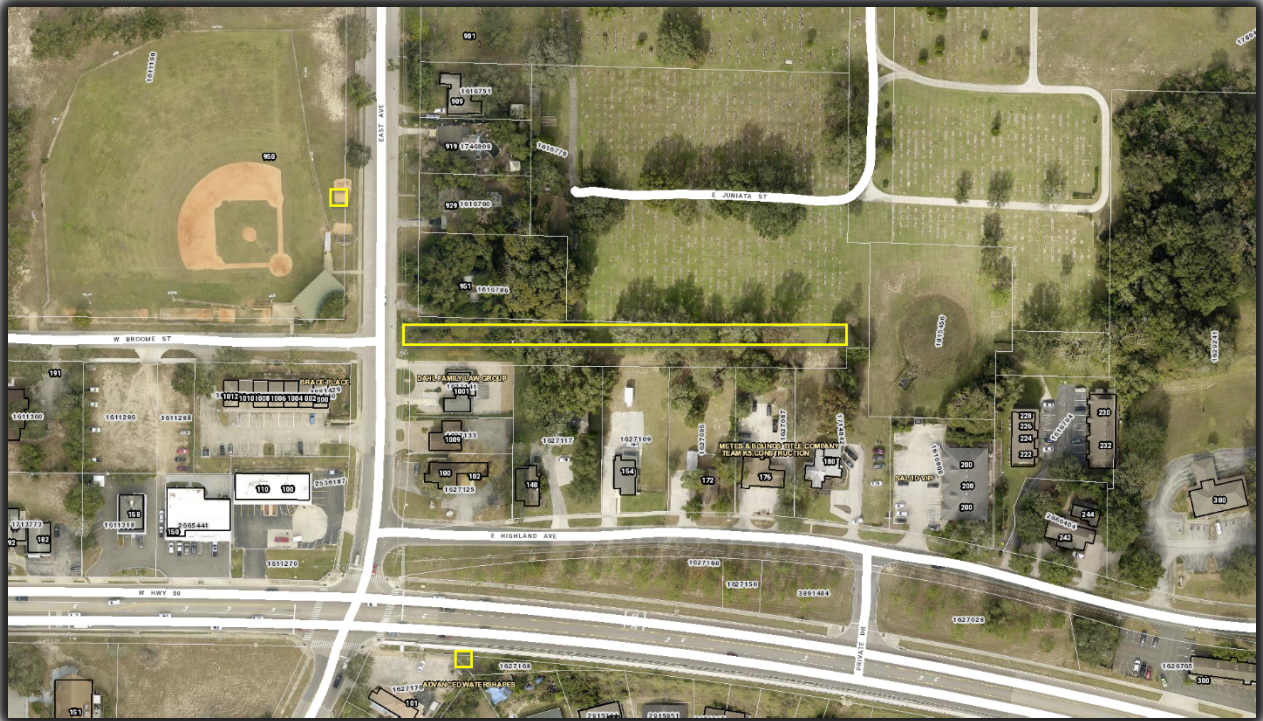
ATTEST:

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:

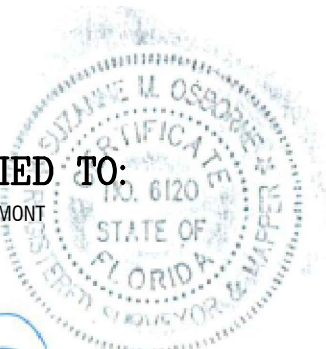
BEGIN AT THE SOUTHWEST CORNER OF LOT 4, BLOCK P, ACCORDING TO THE MAP OF CLERMONT, FILED MAY 8, 1915, AS RECORDED IN PLAT BOOK 3, PAGE 5, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, THENCE RUN SOUTH 89°21'41" EAST ALONG THE SOUTH BOUNDARY LINE OF SAID LOT 4 ALSO BEING THE NORTH RIGHT OF WAY LINE OF BROOME 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.

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

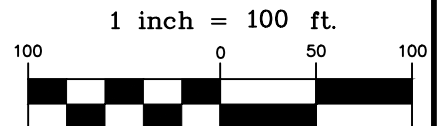
SKETCH OF DESCRIPTION

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



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.

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:
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All public meetings will be held in the Clermont City Hall, Council Chambers, located at 685 W. Montrose Street, Clermont, FL 34711.

This Ordinance is available for public inspection in the Development Services Department, Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.

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

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

Tracy Ackroyd Howe, MMC

City Clerk

Daily Commercial

January 8, 2024

#9635258 1/8/2024



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 23, 2024		
Agenda Item Name		
Board Appointments		
Requested Action		
Consider appointments to Planning and Zoning Commission and Outside Agency Boards.		
Staff Report		
Attached are the applications submitted to the City for the Planning and Zoning Commission. The City Code requires individuals serving on the Planning and Zoning Commission to be a registered elector of the city.		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Board Appointments	Board Appointments.docx	
2. Jenny May	Jenny May.pdf	
3. Brian Bain	Brian Bain.pdf	
4. Patricia Woodhouse	Patricia Woodhouse.pdf	
5. Megan Robinson	Megan Robinson.pdf	
6. Nilsa Whitehead	Nilsa Whitehead.pdf	

Planning & Zoning Commission

1 vacancy, term 01/01/2024 to 01/01/2026

Lake County Arts & Cultural Alliance

1 vacancy for alternate, term is 3 years

Current Alternate is Shirley Draper and she has requested reappointment.

Lake County League of Cities

1 Director

1 Alternate Director

Tourism Development Council (TDC)

1 voting member

Lake Apopka Natural Gas Board of Directors

Mayor – 12/01/2024



CITY OF CLERMONT CITIZEN BOARD APPLICATION

Name: Jenny Arias May

Home Address: 4062 Greyston Drive, Clermont, Florida 34711

Phone: 3058017511 Alternate: _____

Email: jenny@Centurionrea.com Occupation: Commercial Broker

Provide a statement about yourself indicating background experience:

Resume Included

Describe your understanding of what the Board of Interest does:

P&Z Board is responsible for making recommendations to the City Council on items that deal with development of the City, land development ordinances and rezoning. The CRA supports & encourages economic development projects w/n that district and adheres to the comp plan.

Boards previously served on:

City of Coral Gables, Chair - Board of Sustainability, Chair - Properties Committee for the Girl Scouts of Tropical South Florida, CREW - Miami (Commercial Real Estate For Women), Land Trust of Miami Dade County, Florida Association of Realtors. Sustainable and Land Use Subcommittee Member

Describe the importance of the Board of Interest to the City of Clermont:

The Boards is highly important in the growth of the City as well as the re-development or re-purpose of exisiting properties. The Boards recommendation are crucial to the future of the City.

Describe what you feel you could bring to the Board of Interest:

I bring massive knowledge from years working with all types of development. What works & what doesnt work for a City. My knowlege of Live Work Play is important. Knowing how we can attract further economic development without losing our residents to issues of affordability.



CITY OF CLERMONT – CITY CLERK’S OFFICE
685 W. MONTROSE ST. – CLERMONT, FL 34711
WWW.CLERMONTFL.GOV

Board(s) of Interest: **Please check all that apply**

- ☒ Planning and Zoning Commission*
- ☐ Code Enforcement Board*
- ☒ Community Redevelopment Agency (CRA) Board**
- ☐ Firefighters Pension Board of Trustees*
- ☐ Police Officers Pension Board of Trustees*

Please note:

- Members on boards are required to file an annual Form 1 Financial Disclosure.
- Attach any additional supporting documents relevant to your application.
- **This form becomes a public record once submitted to the City Clerk’s office.**

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** Board Members must reside in or be engaged in business, which means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation or other business entity so engaged, within the area of operation of the agency.

Questions?

- Contact: City Clerk’s Office – 352-241-7330
- Email: Cityclerk@clermontfl.org

Please submit to:

- In person: City Clerk’s Office, 685 W. Montrose Street (2nd Floor), Clermont, FL 34711
- Mail: Tracy Ackroyd Howe, City Clerk, 685 W. Montrose Street or P.O. Box 120219, Clermont, FL 34711
- E-mail: Cityclerk@clermontfl.org
- Fax: 352-394-2394

JENNY ARIAS MAY

4062 Greystone Drive ■ Clermont, Fl. 34711 ■ Phone: 305.801.7511 ■ JAMCommercialRE@gmail.com

Successful **Real Estate Professional** with over 22 years in sales and customer service and 10 years in management with a Residential and Commercial Brokerage Company. My experience and focus now has been in supporting developers and landowners in the acquisition and sales of land for residential (SFH or BTR), multifamily condo and mixed-use development. Highly skilled in sales, customer service and client relationships. Have consistently achieved and exceeded my prospecting and sales goals in 2022 and will continue to outpace that goal in 2023. Have successfully tracked, monitored, and closed over \$100 Million in land sales for residential and multifamily development.

PROFESSIONAL EXPERIENCE (REAL ESTATE):

Melnick Real Estate Advisors – Florida Office, Sr. Vice President and Managing Broker/June 2020 to Present

Job Responsibilities (Land):

- Manage the Florida Office on all listing and sales of land for development for residential (SFH and BTR), affordable housing, multifamily, condo, and mixed-use.
- Seek off market and on the market opportunities in land for development suitable for various asset classes that include Multifamily (Garden, Mid-rise and High-rise), Master Developments/PUDs for SFH, Build to Rent, Condo, and Mixed-Use.
- Underwriting of all land opportunities to include zoning analysis, entitlements, and financing to determine the viability of each site.
- Track market studies and competitor trends. Used all systems that include aerial maps, GIS, assessor databases, other databases (Reonomy and Deep Blocks) to find vacant & semi-vacant parcels with the potential for residential use.
- Conduct Market Analysis or Broker Opinion of Value for offers. Keep up with local and state regulations of changes in development codes and comprehensive plans.
- Draft all Letter of Intent and/or Purchase Contracts. Monitor all bids and call for offers on specific listed properties.
- Seek and assist with hiring vendors and accommodating them on site during the due diligence process.
- Work with development, architectural and construction team on site plan review and planning process. Monitored planning and zoning requirements and entitlements.
- Work and assist clients with county/city personnel on plans review and permits.
- Work with and create relationships with other Brokers, Landowners, Attorneys, Appraisers and potential Buyers and Sellers for specific projects and to seek new acquisition opportunities.
- Create and maintain a log of all available properties using various forms of database systems including CMS (Excel, HubSpot).
- Create and maintain a log of all available land, Sellers and Buyers on each specific site using various systems (Costar, LoopNet, Broker Network, Local MLS, RPR, Excel, etc.).

Job Responsibilities (Multifamily with Team collaboration):

- Manage the Florida Office on all listing and sales of multifamily assets within Florida.
 - Working in a team environment preparing listings, marketing, underwriting, and sales packages of all multifamily opportunities in Florida. Collaborated with other team members located throughout the United States.
- Seek off market and on the market opportunities of multifamily in Florida and assisted the team with off market opportunities within the Sunbelt States that include Multifamily value add and Class A newly built product (Garden, Mid-rise and High-rise).
- Meet with Sellers to collect due diligence items and preparation of the “Deal Room”.
- Plan, schedule, and conduct site tours with potential Buyers.
- Assisted with scheduling and meetings of all vendors during due diligence process.
- Track market and competitor trends.
- Work with and create relationships with Brokers, Attorneys, Appraisers and potential Buyers and Sellers for specific project or asset.
- Create and maintain a log of all available properties for the firm using various forms of CMS (i.e. HubSpot, Apto, Excel).
- Create and maintain a log of all available assets and Sellers and Buyers or each specific project or asset using various systems (Costar, Yardi Matrix, RCA, LoopNet, Local MLS, RPR, Excel, etc.).
- Target local owners as prospective clients through cold and warm calling systems.

Apex Capital Realty – Miami, Florida, Commercial Broker Senior Associate/May 2017 to May 2020

Job Responsibilities:

- Met with prospective clients (Buyers or Sellers), listen to their wants and needs, and sell or find a site for a new project within Miami Dade County boundaries.
 - Focused on the sale or purchase of land for development (residential, townhomes, multifamily, condos, and mixed-use) as well as other listings provided by the firm which included retail, covered land or industrial.
- Ensured the proper preparation and execution of letter of intent and/or contracts. Kept tracked of all Bids and Call for Offers deadlines for clients.
- Provided assistance with due diligence and closing process.
- Worked closely with Sellers to keep the property in best condition and ready to showcase.
- Attended weekly office meetings to discuss possible ways to collaborate with other sales brokers within the office and provided discussions on “how to drive traffic to listings and promote the company and team”.
 - Developed and targeted areas for new sources of revenue.
- Met with investors and competitors for an insightful tour through this premier property.

Metro1 Commercial – Miami, Florida, Commercial Broker Senior Associate/May 2010 to May 2017

Job Responsibilities:

- Met with prospective clients (Buyers or Sellers), listen to their wants and needs, and sell or find a site for a new project specifically within Urban Core.
 - Focused on the sale or purchase of land for development (residential, townhomes, multifamily, condos, and mixed-use) as well as other listings provided by the firm which included covered land or industrial.
- Ensured the proper preparation and execution of letter of intent and/or contracts.
- Provided assistance with due diligence and closing process.
- Worked closely with Sellers to keep the property in best condition and ready to showcase.
- Attended weekly office meetings to discuss possible ways to collaborate with other sales brokers within the office and provided discussions on “how to drive traffic to listings and promote the company and team”.
 - Developed and targeted areas for new sources of revenue.
- Met with investors and competitors for an insightful tour through this premier property.

Coldwell Banker (Formerly ARVIDA) Sales Associate/May 2001 to May 2010

Job Responsibilities:

- Sold and listed residential homes in three specific farm areas (Coral Gables, Coconut Grove and South Miami). Exceeded office and individual goals every year and was awarded either the International Diamond Award and International Presidents Circle award (Adjusted Gross Commission Income of \$175,000 / \$250,000).
- Represented and sold land to Residential Spec Developers. Listed and marketed the pre-construction home and eventually sold to a new Buyer. Handled all pre-occupancy check list prior to closings.
- Toured prospects through listed homes and open houses and provide them with stellar customer service.
- Landlord Representation which included listing property, showing prospects for rentals, background checks, qualify prospects with proof of income and write leases for execution.
- Properly follow up with all leads through email, phone and keep detailed accounts.
- Attended Open House and Broker's Open. Kept up with inventory and “coming soon” products within my farm.

Community Affiliations

CREW MIAMI, Past Member
Chair, Dream in Green, Board of Directors, Past Fundraising Chair
Appointed and Chair, City of Coral Gables Green Task Force
United States Green Building Council (USGBC), Past Member
2nd Vice Chair, Girl Scouts of Tropical South Florida, Board of Directors, Chair of Properties
Miami Dade County Global Climate Change Committee, Past Contributor
Florida Association of Realtors, Sustainable and Land Use Subcommittee Member
Miami-Dade Realtor Association, Member
Coldwell Banker CARES Foundation, Member
City of Coral Gables Chamber of Commerce, Member, and Subcommittee Chair
TREEmendous Miami, Founder, Former President & Founder
Land Trust of Miami Dade County, Past Member
Biscayne Bay Foundation, Past Member and Employee
American Forest "Cool Communities", Past Member
Clean Cities Coalition, Past Member
FIU Alumni Association, Member

Languages

English and Spanish

Skills

Costar, LoopNet, Local MLS, Yardi, Real Capital Analytics, Excel, Power Point, Word, HubSpot, APTO, Calendar Management

Education

Bachelor of Science in Biology, Florida International University, Miami, Florida, 1996
Real Estate Sales Associate, Gold Coast School of Real Estate, Florida License (SL0694151), 2001
Real Estate Broker, South Florida Real Estate School, Florida License (BK0694151), 2017



CITY OF CLERMONT CITIZEN BOARD APPLICATION

Name: Bryan Bain

Home Address: 3578 Wind River Run, Clermont, FL 34711

Phone: 920-279-0498 Alternate: _____

Email: brybain@gmail.com Occupation: Real Estate Agent

Provide a statement about yourself indicating background experience:

I've lived in Clermont for three years, moving here from Wisconsin. I'm a former city council member (two terms) and deputy mayor of Oshkosh, WI. I worked for 20 years in higher education prior to real estate. My degrees are in Criminal Justice/Criminology and Higher Education Administration. I'm also a graduate of Leadership Oshkosh (a chamber program).

Describe your understanding of what the Board of Interest does:

Planning and Zoning is responsible for discussing and recommending future developments within the city, keeping in mind short and long-range goals, comprehensive plans, community needs, best practices, land use, etc. Code Enforcement works with city staff, citizens, and businesses/groups regarding various codes, their enforcement, and outcomes of that process.

Boards previously served on:

I have not served on any boards in Clermont, however, I served on several city boards/commissions as an elected official. I also served as a citizen member of the Oshkosh Plan Commission (prior to election) and was a board member of the Oshkosh Area Humane Society. I've also been on a number of professional boards and committees.

Describe the importance of the Board of Interest to the City of Clermont:

I believe that having citizens serve helps educate and involve more people in the form of government that often affects them the most: the local level. It can improve communication and help people feel more vested in their community. Being involved allows me to part of the solutions for and future of the city, and an involved citizenry is key to positive growth.

Describe what you feel you could bring to the Board of Interest:

I would bring vast experience and knowledge from my higher education and real estate careers, along with what I learned from elected office, citizen involvement, and professional and not-for-profit board work. I have a strong sense of giving back and working toward the "greater good," and this would allow me to develop and deepen my involvement in Clermont.



CITY OF CLERMONT – CITY CLERK’S OFFICE
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WWW.CLERMONTFL.GOV

Board(s) of Interest: **Please check all that apply**

- ☒ Planning and Zoning Commission*
- ☒ Code Enforcement Board*
- ☐ Community Redevelopment Agency (CRA) Board**
- ☐ Firefighters Pension Board of Trustees*
- ☐ Police Officers Pension Board of Trustees*

Please note:

- Members on boards are required to file an annual Form 1 Financial Disclosure.
- Attach any additional supporting documents relevant to your application.
- **This form becomes a public record once submitted to the City Clerk’s office.**

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Questions?

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- Fax: 352-394-2394



CITY OF CLERMONT CITIZEN BOARD APPLICATION

Name: Patricia Woodhouse

Home Address: 2010 Sunset Lane - Clermont FL 34711

Phone: 407-782-2240 Alternate: _____

Email: pj7702@gmail.com Occupation: REALTOR

Provide a statement about yourself indicating background experience:

I have been a resident of Clermont for 12 years and married to a lifelong Clermont resident. I have been a REALTOR for 27 years and service all of Central Florida. My experience gives me insight into all of the Central Florida communities and what citizens are looking for in their towns.

Describe your understanding of what the Board of Interest does:

I am interested in Code Enforcement which is essential for the quality of life in a community. I am most interested in Planning & Zoning or CRA. As Clermont continues to grow, planning is essential to the continuity of a community's mission.

Boards previously served on:

I currently serve on the Executive Board of West Orange Habitat for Humanity. I am the Chairperson for Homeowner Services and Mentor Habitat applicants. Affordable housing is an issue for all communities.

Describe the importance of the Board of Interest to the City of Clermont:

This is my home as well as an integral part of my business. As I encourage new clients and past clients with the beauty of our area, I would like to be part of the development

Describe what you feel you could bring to the Board of Interest:

Professionalism, many years of experience as a small business owner and insight into the continuing growth in Central Florida.



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- E-mail: Cityclerk@clermontfl.org
- Fax: 352-394-2394



CITY OF CLERMONT CITIZEN BOARD APPLICATION

Name: Megan Robinson

Home Address: 1605 Lake Avenue Clermont, FL 34711

Phone: 561-846-2887 Alternate: _____

Email: meganhgambill@gmail.com Occupation: Human Resources Manager

Provide a statement about yourself indicating background experience:

I have served on various boards where it is required to listen to a proposal, respectfully ask questions while seeking to understand the topic at hand, and discuss pros/cons with fellow board members so as to come to a reasonable solution/recommendation for the proposer.

Describe your understanding of what the Board of Interest does:

The P&Z Committee makes recommendations to City Council regarding proposed development/growth & enforces regulations within the City. The Fire Pension Board reviews the financial conditions of the City and determines if increases/changes are needed to the plan.

Boards previously served on:

South Lake Elks BOD - 2019 - Present; Wesley Christian Academy School Board 2023 - Present; Delta Zeta Sorority National Standards Committee - 2022 - Present

Describe the importance of the Board of Interest to the City of Clermont:

The P & Z Committee is important because we fairly uphold the laws/regulations of the City while being mindful of the impact future development would have. The Fire Pension Board is important so as to ensure we are taking care of those who have selflessly served our citizens.

Describe what you feel you could bring to the Board of Interest:

I am a logical thinker who applies common sense, precedence, and applicable laws and regulations each day as a profession. I care about others and treat them how I would want to be treated.



Board(s) of Interest: **Please check all that apply**

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- Contact: City Clerk’s Office – 352-241-7330
- Email: Cityclerk@clermontfl.org

Please submit to:

- In person: City Clerk’s Office, 685 W. Montrose Street (2nd Floor), Clermont, FL 34711
- Mail: Tracy Ackroyd Howe, City Clerk, 685 W. Montrose Street or P.O. Box 120219, Clermont, FL 34711
- E-mail: Cityclerk@clermontfl.org
- Fax: 352-394-2394

Megan G. Robinson, MHR, PHR, SHRM-CP

megangambillrobinson@gmail.com

(561) 846-2887

Education

Masters, Human Resource Management

Rollins College

Winter Park, Florida

Experience

Darden Restaurants

March 2015 – Present

Operations Human Resources Manager/Talent Acquisition

November 2019 – Present

- Strategic business partner to the SVP and Directors of Operations for Seasons 52, Eddie V's and Bahama Breeze, SVP – Human Resources, Training Teams, & Employee Relations while providing HR expertise to hire the best talent, ensure high retention through best-in-class training, development of a strong internal culture, conduct effective engagement conversations, and deliver a robust talent pipeline to aid in effective multiyear succession planning that drives strong business results year after year
- Analyze, develop, and implement creative talent acquisition strategies for recruiting all levels of restaurant managers, ensuring a balance of internal and external candidates while consistently maintaining a management staffing level of 90% or higher over the last 5 years
- Analyze and understand the turnover trends in both Management and Hourly Team Members by partnering with Operations/Human Resources to identify root cause, presenting data to individual restaurants, and action planning for remedy. By partnering with the operational leaders, we have reduced Management & Team Member TO by over 30% during my tenure
- Cross trained into Employee Relations to support this function

Talent Acquisition Manager, Seasons 52

March 2015 – November 2019

- Analyze, develop, and implement creative talent acquisition strategies for the recruitment of restaurant leaders by proactively planning, implementing, and evaluating cost effective sourcing strategies
- Develop strong relationships with, and deliver professional talent acquisition services to, operational leaders while providing a positive applicant/candidate experience which promotes our brand image and company reputation
- Conduct and facilitate all management interviews and the selection process with candidates in partnership with the Director of Operations and SVP while accurately executing all TAS responsibilities of resume screening, applicant tracking, background & drug screen checks, and candidate communication

The Breakers, Palm Beach

Rooms Division Manager

July 2006 – February 2015

July 2012 – February 2015

- Direct operational oversight of the Guest Relations, Guest Services, Housekeeping, and Laundry Operations departments while partnering with all other departments to ensure the luxurious experience our guests expect
- Investigation and swift resolution of team member and guest concerns
- Supervision of the Training Manager who was responsible for the training and development for our division of 600+ team members

Recruiting Manager

July 2006 – July 2012

- Review of over 12,000 applications annually for the strategic recruitment, selection, and placement for all guest facing positions
- Design, test, and implement new applicant tracking system while successfully partnering with representatives from: First Advantage/HRLogix, finance, internal audit, technology services, and HRIS
- Facilitate workshops and training sessions such as: Interviewing & Selection, Breakthrough to Energy, New Hire Orientation, New Manager & Supervisor Orientation, and Applicant Tracking System User sessions

Universal Orlando

Senior Human Resources Representative

July 1997 – May 2006

April 2000 – May 2006

- Employee relations support resort wide for Entertainment, Food Services, and the Merchandise divisions
- Internal recruiting, including career counseling services for team members and managers for professional positions in the Finance, Information Services, Community Relations, Resort Operations, and Entertainment departments

Talent Coordinator, CityWalk

Employee Relations Coordinator

Performer – Special Projects

February 1999 – August 2000

February 1998 – February 1999

July 1997 – February 1998

Memberships and Honors

Professional in Human Resources (PHR)

SHRM – Certified Professional (SHRM – CP)

Board Chairperson, South Lake Elks Lodge #1848

Certified Emergenetics® Associate

Secretary, SERVE Employee Resource Group

Vice President, Darden Employee Club

National Resolution Team – Delta Zeta Sorority

Wesley Christian Academy – Board Member/Trustee

STAR Employee Award – Darden Restaurants

Pillar Award – Darden Restaurants

Superior Performance Award – Darden Restaurants

June 2006 – Present

February 2015 - Present

September 2019 – Present

February 2022 – Present

July 2022 – Present

August 2022 – Present

November 2022 – Present

January 2034 - Present

3rd Quarter, FY 2020

FY 2021

FY 2022, FY 2023



CITY OF CLERMONT CITIZEN BOARD APPLICATION

Name: Nilsa Whitehead AKA Cuqui Whitehead
Home Address: 700 Hooks St
Phone: 352-348-9222 Alternate: _____
Email: Cuqui Whitehead @ Gmail Occupation: Retired

Provide a statement about yourself indicating background experience:

8 yrs - Parks & Rec Chair - before Dept.
11 1/2 yrs - Planning & Zoning - Chairperson

Describe your understanding of what the Board of Interest does:

Maintain Ordinances of City - and uphold them
for all Depts - apply to ALL

Boards previously served on:

8 yrs Parks & Rec - Chair - before made Dept.
11 1/2 yrs Plan & Zoning - Chairperson

Describe the importance of the Board of Interest to the City of Clermont:

We must care about our City! And not just take everything
for granted. - As far as Police & Firemen. I have
full respect and always keep in touch w/ both.

Describe what you feel you could bring to the Board of Interest:

43 yrs living in City of Clermont - I feel I bring
experience - and caring back to the city - I have
nothing to personally gain.
I have always been active in City -



CITY OF CLERMONT – CITY CLERK’S OFFICE
685 W. MONTROSE ST. – CLERMONT, FL 34711
WWW.CLERMONTFL.GOV

Board(s) of interest: **Please check all that apply**

- ☒ Planning and Zoning Commission*
- ☐ Code Enforcement Board*
- ☒ Community Redevelopment Agency (CRA) Board**
- ☒ Firefighters Pension Board of Trustees*
- ☒ Police Officers Pension Board of Trustees*

Please note:

- Members on boards are required to file an annual Form 1 Financial Disclosure.
- Attach any additional supporting documents relevant to your application.
- **This form becomes a public record once submitted to the City Clerk’s office.**

* Must be a registered elector of the City of Clermont.

** Board Members must reside in or be engaged in business, which means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation or other business entity so engaged, within the area of operation of the agency.

Questions?

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- Email: Cityclerk@clermontfl.org

Please submit to:

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CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 23, 2024		
Agenda Item Name		
Ordinance No. 2024-016 <i>Intro</i> <i>Special Magistrate</i>		
Requested Action		
Requesting approval of Ordinance No. 2024-016.		
Staff Report		
The attached Ordinance provides for changes to the City Code to allow the City to appoint a Special Magistrate for code enforcement.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Ord. 2024-016 - Code Enforcement Special Magistrate (01.17.2024)	Ord. 2024-016 - Code Enforcement Special Magistrate (01.17.2024).pdf
2.	Ord 2024-016, Code Enforcement Special Magistrate Legal Ad	Ord 2024-016, Code Enforcement Special Magistrate Legal Ad.pdf



CITY OF CLERMONT
ORDINANCE NO. 2024-016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, FLORIDA, AMENDING ARTICLE V, “CODE ENFORCEMENT”, DIVISION 1, “GENERALLY”, SECTION 1-41 “INTENT OF ARTICLE” AND SECTION 1-42 “ALTERNATE CODE ENFORCEMENT SYSTEM AND DIVISION 2 “CODE ENFORCEMENT BOARD”; SECTION 2-187, “ALTERNATE CODE ENFORCEMENT SYSTEM” AND AMENDING DIVISION II, ‘CODE ENFORCEMENT BOARD”, SECTION 1-75, “CREATED; JURISDICTION; POWERS AND DUTIES; ENFORCEMENT BY COURTS”, SECTION 1-76, “COMPOSITION; APPOINTMENT” AND SECTION 1-77, “COUNSEL NAMED” PROVIDING FOR THE CREATION AND APPOINTMENT OF A CODE ENFORCEMENT SPECIAL MAGISTRATE; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

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

SECTION 1:

Chapter 1, “General Provisions, Article II “Code Enforcement”, Division 1, “Generally”; Section 1-41 “Intent of article” and Section 1-42 “Alternate code enforcement system” are hereby amended to read as follows: (note strikethrough indicates removed words and underlined indicates added)

Division 1. Generally.

Sec. 1-41. Intent of article.

It is the intent of this article to appoint a municipal code enforcement special magistrate board ~~board~~ with the authority to impose administrative fines and other noncriminal penalties to promote, protect, and improve the health, safety, and welfare of the city and to provide an equitable, expeditious, effective, and an inexpensive method of enforcing any of the city's Codes and ordinances in force where a pending of repeated violation exists or continues to exist.

Sec. 1-42. Alternate code enforcement system.

The city hereby adopts an alternate code enforcement system which gives the code enforcement special magistrate board ~~board~~ appointed by the city council the authority to hold hearings and assess fines against violators of the city codes and ordinances.

Sec. 1-43. Supplemental enforcement.

Nothing contained in this article shall prohibit the city from enforcing its codes by any other means.



CITY OF CLERMONT
ORDINANCE NO. 2024-016

SECTION 2:

Chapter 1, “general Provisions, Article II “Code Enforcement”, Division 2, “Code Enforcement Board”; Section 1-75 “Created; jurisdiction; powers and duties; enforcement by courts”; Section 1-76 “Appointment and qualifications” and Section 1-77 “Counsel named” are hereby amended to read as follows: (note strikethrough indicates removed words and underlined indicates added)

Division 1. Code Enforcement Special Magistrate Board.

Sec. 1-75. Created; jurisdiction; powers and duties; enforcement by courts.

- (a) There is hereby created a municipal code enforcement special magistrate board pursuant to F.S. ch. 162.
- (b) The city code enforcement special magistrate board shall have jurisdiction to hear and decide cases in which violations are alleged of any provisions of the city Code and its ordinances.
- (c) The code enforcement special magistrate board shall have all of the powers and duties granted under F.S. ch. 162, as amended. The city hereby adopts such provision by reference as if set out fully herein.
- (d) The regular meetings of the code enforcement special magistrate board shall meet ~~be~~ on such dates and times as may be designated by the city manager.
- (e) Any alleged violations of such Code and ordinances may also be enforced in any court of competent jurisdiction.

Sec. 1-76. Appointment and qualifications.

~~The city code enforcement board shall consist of seven members each to be appointed by the city council in accordance with F.S. ch. 162, as amended. A member must be a qualified elector of the city.~~ The code enforcement special magistrate shall be appointed by the city council, shall be a member in good standing of The Florida Bar and shall have such other qualifications as the council may determine.

Sec. 1-77. Counsel named.

The city attorney shall serve as counsel to the city in all matters before the code enforcement special magistrate board.

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.



CITY OF CLERMONT
ORDINANCE NO. 2024-016

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.

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 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. 2024-016

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 13th day of February, 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

LEGAL NOTICE

Notice is hereby given that the City of Clermont will consider the enactment of the following proposed ordinance at a public hearing on Tuesday, February 13, 2024 at 6:30 PM for the final reading and ordinance adoption.

ORDINANCE NO. 2024-016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, FLORIDA, AMENDING ARTICLE V, "CODE ENFORCEMENT", DIVISION 1, "GENERALLY", SECTION 1-41 "INTENT OF ARTICLE" AND SECTION 1-42 "ALTERNATE CODE ENFORCEMENT SYSTEM AND DIVISION 2 "CODE ENFORCEMENT BOARD"; SECTION 2-187, "ALTERNATE CODE ENFORCEMENT SYSTEM" AND AMENDING DIVISION II, 'CODE ENFORCEMENT BOARD', SECTION 1-75, "CREATED; JURISDICTION; POWERS AND DUTIES; ENFORCEMENT BY COURTS", SECTION 1-76, "COMPOSITION; APPOINTMENT" AND SECTION 1-77, "COUNSEL NAMED" PROVIDING FOR THE CREATION AND APPOINTMENT OF A CODE ENFORCEMENT SPECIAL MAGISTRATE; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

All public meetings will be held in the Clermont City Hall, Council Chambers, located at 685 W. Montrose Street, Clermont, FL 34711.

This Ordinance is available for public inspection in the City Clerk's Office, 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

January 30, 2024

Daily Commercial

9752793 1/30/2024