



**CITY OF CLERMONT  
CITY COUNCIL MEETING  
CLERMONT CITY HALL  
AGENDA  
6:30 PM, Tuesday, February 13, 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**

**PROCLAMATION**

Special Election

**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 16, 2024 Workshop and January 23, 2024 Council Meeting minutes.

Item No. 2 - Surplus Request

Consider declaring end-of-life inventory as surplus from various Departments and providing disposal per the Procurement Policy.

Item No. 3 - Bid Award  
*Lift station E3 and E17*

Consider awarding bid to Bob Lee Electric, Inc. to provide lift station E3 and E17 electrical improvements in the budgeted amount of \$208,803.54.

Item No. 4 - Piggyback Purchase  
*Refuse & Recycling Containers*

Consider purchase approval from the HGACBuy contract number RC01-21 with Duramax Holdings, LLC. d/b/a Otto Environmental Systems to purchase refuse & recycling containers in the budgeted amount of \$62,227.20.

Item No. 5 - Piggyback Contract  
*Sunburst Water Treatment Plant*

Consider approval to piggyback the Sourcewell term contract with Convergent Technologies LLC, to provide facility security upgrades.

**CITY OF CLERMONT  
CITY COUNCIL MEETING  
CLERMONT CITY HALL  
AGENDA  
6:30 PM, Tuesday, February 13, 2024**

- |                                                                               |                                                                                                                                                                                                              |
|-------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Item No. 6 - Piggyback Purchase and Budget Amendment<br><i>Garbage Trucks</i> | Consider approval from the Florida Sheriff's Assn contract FSA23-VEH21.0 with Container Systems & Equipment Company, Inc. for 2 refuge side-loader trucks in the amount of \$764,324 and a budget amendment. |
| Item No. 7 - Resolution No. 2024-009R                                         | Consider an amendment to the fee schedule for the Fire Review Fees.                                                                                                                                          |
| Item No. 8 - Mutual Aid Agreement Approval                                    | Consider agreement approval between Groveland Police Department and the Clermont Police Department.                                                                                                          |
| Item No. 9 - Federally Funded Subaward and Grant Agreement                    | Consider approval of the Subaward and Grant Agreement for DR 4673 in response to Hurricane Ian.                                                                                                              |
| Item No. 10 - Federally Funded Subaward and Grant Agreement                   | Consider approval of the Subaward and Grant Agreement for DR 4680 in response to Hurricane Nicole.                                                                                                           |
| Item No. 11 - Federally Funded Subaward and Grant Agreement                   | Consider approval of the Subaward and Grant Agreement for DR 4734 in response to Hurricane Idalia.                                                                                                           |
| Item No. 12 - Firefighter Pension Board Appointment                           | Consider board appointments to the pension board.                                                                                                                                                            |

**UNFINISHED BUSINESS**

- |                                                                                          |                                                                                                                                                                                                                                    |
|------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Item No. 13 - Variance Request<br><i>Wendy's at John's Lake Landing</i>                  | Consider requests for permitted and off-site signs.                                                                                                                                                                                |
| Item No. 14 - Ordinance No. 2023-029 <i>Final</i><br><i>Waterbrooke Phase 7 Annex</i>    | Consider annexation of 23.95 +/- acres located adjacent to Waterbrooke Phase 6, east of Ray Goodgame Parkway.                                                                                                                      |
| Item No. 15 - Ordinance No. 2023-030 <i>Final</i><br><i>Waterbrooke Phase 7 SSCPA</i>    | Consider a small scale comprehensive plan amendment for 23.95 +/- acres located adjacent to Waterbrooke Phase 6, east of Ray Goodgame Parkway, from Lake County Rural to City of Clermont Low Density Residential future land use. |
| Item No. 16 - Ordinance No. 2023-031 <i>Final</i><br><i>Waterbrooke Phase 7 Rezoning</i> | Consider rezoning of 23.95 +/- acres from Urban Estate to PUD for incorporation into the Waterbrooke PUD located east of Ray Goodgame Parkway, adjacent to Phase 6.                                                                |



**CITY OF CLERMONT  
CITY COUNCIL MEETING  
CLERMONT CITY HALL  
AGENDA  
6:30 PM, Tuesday, February 13, 2024**

Item No. 17 - Resolution No. 2024-002R  
*Patio Food Truck Park CUP*

Consider a Conditional Use Permit to allow for a patio food truck establishment on a vacant parcel located at 2531 US Highway 27.

**NEW BUSINESS**

Item No. 18 - Variance Request  
*Medical Office Building and Ambulatory Surgical Center*

Consider a request for four (4) variances to allow for the development of a medical office and surgery center on a vacant parcel located on the south side of State Road 50 and on the north side of Hooks Street.

Item No. 19 - Resolution No. 2024-003R  
*JSI European Auto Repair CUP*

Consider a request for a Conditional Use Permit (CUP) to allow for a remodel of the existing building in the C-1 zoning district for property located at 611 West Highway 50.

Item No. 20 - Ordinance No. 2024-009 *Intro*  
*Hooks Street Self-Storage Facility Annexation*

Consider a request for annexation of a vacant 2.29 acre +/- parcel of land located at 13119 Hooks Street.

Item No. 21 - Ordinance No. 2024-010 *Intro*  
*Hooks Street Self-Storage Facility SSCPA*

Consider a request for a small scale comprehensive plan amendment to change the land use from Lake County Regional Commercial to Clermont Commercial for a vacant parcel located at 13119 Hooks Street.

Item No. 22 - Ordinance No. 2024-011 *Intro*  
*Hooks Street Self-Storage Facility Rezoning*

Consider a request for rezoning from Lake County R-6 Urban Residential to Clermont C-2 General Commercial district for a vacant parcel located at 13119 Hooks Street.

Item No. 23 - Ordinance No. 2024-012 *Intro*  
*LDC Change - Section 125-527*

Consider Land Development Code change to incorporate procedures for Senate Bill 102, known as the "Live Local Act."

Item No. 24 - Ordinance No. 2024-013 *Intro/Transmittal*  
*Comprehensive Plan Text Amendment - Density*

Consider introduction of the initiated text amendment to modify language within the Future Land Use Element to reduce density within the Commercial, Master Planned Development, and Downtown Mixed-Use Categories.

**CITY OF CLERMONT  
CITY COUNCIL MEETING  
CLERMONT CITY HALL  
AGENDA  
6:30 PM, Tuesday, February 13, 2024**

Item No. 25 - Ordinance No. 2024-015 *Intro*  
*PKY Clermont MF Annex*

Consider a staff initiated annexation through an annexation agreement for a 23 acre parcel within the John's Lake Landing PUD, Skyline Apartments.

**ADJOURN**

**Public Notice**

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

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

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

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in this proceeding may contact the Office of the City Clerk at (352) 241-7331 (Voice) no later than two (2) business days prior to the proceeding or by contacting the City Clerk's Office at [cityclerk@clermontfl.org](mailto: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*  
*Mayor's Proclamation*

A Special Election of the City of Clermont shall be held on the 14th day of May, 2024, between the hours of 7:00 a.m. and 7:00 p.m. Eastern Standard Time at such precinct locations as determined and noticed by the Lake County Supervisor of Elections.

The purpose of this election is to fill the unexpired term for:  
City Council Member Seat 2                      Expiring 2025

If more than two candidates qualify for Seat 2, a Special Primary Election will be held on May 14, 2024 in accordance with Sec. 26-7 of the City Code. If only two candidates qualify for Seat 2, a Special Election will be held on May 14, 2024. In the event that a Special Primary Election is held and one of the candidates does not receive a majority of the votes, the two candidates for whom the highest number of votes were cast shall stand election at a Special General Election to be held on August 20, 2024.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Clermont to be affixed on this 13th day of February 2024.

\_\_\_\_\_  
Mayor Tim Murry

**ATTEST:** \_\_\_\_\_  
Tracy Ackroyd Howe, City Clerk

*(Feb. 16, 23, March 1, 8)*

*City of Clermont*  
MINUTES  
CITY COUNCIL WORKSHOP  
January 16, 2024

**CALL TO ORDER**

The City Council met in a workshop session on Tuesday, January 16, 2024 in the Clermont City Council Chambers. The workshop was called to order at 6:30 pm with the following Council Members present: Mayor Murry, Council Members Pines, Myers and Gonzalez.

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

**OPENING COMMENTS**

Mayor Murry noted this is a workshop and there will be no action taken at the workshop.

**AGENDA ITEMS**

City Manager Bulthuis introduced Police Chief Broadway.

Police Chief Broadway showed a brief video on active threat training that took place at Real Life Church in conjunction with other agencies.

City Manager Bulthuis and Mayor Murry commended Chief Broadway and the Police Department on the level of training.

**1. Meet Us in the Middle Plaza and 8<sup>th</sup> Street Docks Project Update**

City Manager Bulthuis provided an overview of the public meeting discussion of the 8<sup>th</sup> Street pier project. The city has scheduled to have another community meeting in February.

The city has been approved for a \$200,000.00 grant toward the project which will go before council at the next City Council meeting. He also stated that the city will look into other funding sources along with Parks and Recreation Impact fees. This project is one of the city's legislative priorities.

City Manager Bulthuis introduced Jeff Powell from Powell Studio Architecture to give an update on the project.

Mr. Powell gave a brief synopsis of the CRA plan and a timeline of events since 2015 when the CRA plan was approved by City Council.

Mr. Powell reviewed the existing conditions of the pier and space around the pier. He reviewed the conceptual plan and the comments they received from the community meeting in March, 2023. After taking all the feedback from the meeting into consideration and getting a site survey done, they were able to put together a conceptual design for the area.

The new design shows 28 boat slips, 8 wake/ski boat slips and 8 personal watercraft docking stations with a breakwater. There will be a fishing pier, pedestrian walkways, amphitheater style greenspace, restrooms and the Meet Us in the Middle Plaza. The project would be completed in phases.

Council Member Myers asked about the cost of the project.

*City of Clermont*  
MINUTES  
CITY COUNCIL WORKSHOP  
January 16, 2024

Mr. Powell stated that his current estimate would be \$6.5 to \$7.5 million. As the design enhances and the project moves further along, he would have more of an actual cost.

City Manager Bulthuis explained to council that funding will have to be discussed, how much to allocate from impact fees and other funding sources. There was talk about moving the pier to Victory Pointe but the city does not have a land lease there which would increase the timeframe and cost.

The next step is to have a workshop February 20 and invite the public. There is a proposal to do the next round of engineering to move this project forward. Direction is needed from council on how they would like to proceed.

Mayor Murry stated the public will have an opportunity to speak on the is project at the February 20 workshop. The pier has been closed for two years, and the city needs to move forward with this project as soon as possible.

Mayor Murry explained to the public that Parks and Recreation impact fees can only be used on new projects, it cannot be used to tear down the existing pier or rebuild it.

Mayor Murry opened the floor to allow for public comments.

Keith Mullins, 640 Drew Avenue - In favor of the project.

David Colby, 3072 Santa Maria Avenue – In favor of the project. Great for local businesses.

Royce Johnson, 1083 Glenraven Lane – In favor of the project. Consider bicycle parking.

Darren Johnson, 1075 W. Lakeshore Drive – In favor of the project.

Mayor Murry closed public comments.

Council directed the City Manager to move forward with the project.

## **2. Pickle ball**

City Manager Bulthuis provided history on pickle ball courts in the city. He spoke to Lake County regarding a regional park planned between Clermont and Groveland and was told this project is not moving forward right now. He introduced the Parks and Recreation Director to present some options to council on adding more courts in the city.

Parks and Recreation Director Forman provided three options to council.

1. Add pickle ball lines to existing tennis courts at Hancock and Palatlakaha Park.
2. Convert Felter Park tennis courts to pickle ball courts.
3. Add six additional pickle ball courts at the Arts and Recreation Center.

He reviewed the details and costs of each option along with different variations each option has.

*City of Clermont*  
MINUTES  
CITY COUNCIL WORKSHOP  
January 16, 2024

City Manager Bulthuis informed Council of the impacts of adding more pickle ball courts to the Arts and Recreation Center. Mr. Bulthuis stated that converting Felter tennis courts to pickle ball courts was a good option and encouraged City Council and residents to push Lake County for a regional park.

Mayor Murry and Council Member Pines stated their concerns with adding more courts at the Arts and Recreation Center.

Council Member Myers asked Parks and Recreation Director Forman his preference of the options presented. He stated that converting the courts at Felter Park would be his suggestion.

Mayor Murry opened the floor to allow public comments.

Royce Johnson, 1083 Glenraven Lane - Appreciates the options and is in favor of converting Felter Park courts.

Sophia O'Keefe, 489 W. Minnehaha Ave. - In favor of converting Felter Park courts.

Resident – spoke regarding pickle ball, In favor of converting Felter Park courts.

Gwen McFadden, 13331 Skiing Paradise Blvd. – thanked Council for listening to the community.

Mayor Murry closed public comments.

City Attorney Mantzaris stated that there does not need to be a formal vote, can be a consensus from council in what direction they would like to go. Depending on the consensus, staff may have to go through the procurement process.

City Manager Bulthuis said that staff will gather information and the project may come in under the threshold to have to go through the procurement process.

Mayor Murry asked Council what direction they would like to go in.

The consensus of the City Council is to convert the courts at Felter Park to pickle ball and add pickle ball lines to the tennis courts at Hancock Park.

### **3. Board Appointments**

City Manager Bulthuis provided Council with a summary of vacancies on the boards. He asked for direction on how Council would like to move forward with board appointments as far as having applicants come before Council.

Mayor Murry stated he wants the process to stay the same as it is now with applicants coming before Council.

City Manager Bulthuis spoke about the role of the pension boards. They are a separate legal entity that invests millions of dollars. The city contributes a percentage and if the pensions do not make its goals, then the city has to contribute more to reach the goal. He recommended the volunteers for these boards have experience.

*City of Clermont*  
MINUTES  
CITY COUNCIL WORKSHOP  
January 16, 2024

**4. Code Enforcement Board**

City Manager Bulthuis stated that staff is recommending returning to a Special Magistrate in place of a Code Enforcement Board.

Development Services Director Henschel explained that a Magistrate is more efficient, consistent and unbiased. There has been an issue with getting a quorum with the current Code Enforcement Board members, meetings have been canceled due to this.

Council Member Pines supports a Special Magistrate.

Development Services Director Henschel showed Council a survey of the surrounding cities in which the majority use a Special Magistrate in place of a Code Enforcement Board.

Code Enforcement Manager Wallace stated that best practice is to have an unbiased person for these proceedings. Code Board members have been amazing but there are times they ask questions that are not relevant to the case. They have not had a quorum since September. It is more cost effective to have a Special Magistrate.

Council Member Myers said we need people who are dedicated. Her concern is the voice for the residents.

City Attorney Mantzaris stated that he also serves as a Special Magistrate and explained the difference from a Code Board. In his opinion, Special Magistrate is an efficient process, residents get a better voice in front of a Special Magistrate than of a board. Special Magistrates are licensed attorneys and are trained in those matters. It also provides a certain amount of flexibility for the proceedings.

City Manager Bulthuis explained that the goal is compliance. If Council is interested, staff can draft a new ordinance to return to Special Magistrate.

Staff will draft an Ordinance with the first reading being at the January 23, 2024 Council meeting. If Council decides not to move forward with a Special Magistrate, they can vote for denial of the Ordinance and it would not move forward for a second reading.

City Manager Bulthuis informed Council that there is an opening for an alternate on the Lake County Arts and Cultural Alliance and Ms. Draper would like to be reappointed.

Deputy City Manager Davidoff explained the role of the Lake County Arts and Cultural Alliance.

The other boards that need selections are as follows. Lake League of Cities, Mayor Murry and Council Member Gonzalez serve as first Vice President and second Vice President and would like to continue on the board. Mr. Purvis served on the Tourism Development Committee and Council will have to appoint a new member, Council Member Pines stated her interest. Lake Apopka Natural Gas, Mayor Murry currently sits on the board and would like to continue.

*City of Clermont*  
MINUTES  
CITY COUNCIL WORKSHOP  
January 16, 2024

**5. Review of Resolution No. 2021-003R**

City Manager Bulthuis stated that staff would like to rephrase a section of the resolution. Section 2, C refers to Public Meeting and Hearing Protocol and Conduct. Subsection B, refers to Agenda Items Submitted by the Public and stated that the requestor submits a request to the City Manager to place an item on the agenda. Staff would like to change so a requestor asks City Council during public comment at a Council Meeting.

Part of the section stated that the City Manager may reject a request if the City Manager determines it is not in the best interest of the City. Determining what is in the best interest of the City is a decision for Council.

City Attorney Mantzaris explained that staff is recommending removing the first step of going to the City Manager while keeping the rest of the language regarding going in front of Council. There will be no vote tonight, a new resolution would be brought before council for a vote to amend the current resolution.

Mayor Murry stated this was done to provide residents the option of having more than three minutes at the podium during public comment on an item that was a benefit to the community.

Council Member Pines asked City Attorney Mantzaris if this process is atypical of cities.

City Attorney Mantzaris stated that writing the current resolution was the first and only time he has ever drafted that language and he is not aware of this process being used in other cities. The process that is used elsewhere is that a citizen speaks at a meeting and asks to be on an agenda.

Mayor Murry stated that he has no issues with going back to the original process of residents asking at a Council meeting.

City Attorney Mantzaris clarified that staff can update the resolution with the strikes and underlines that City Manager Bulthuis presented, any part of this resolution can be updated if Council chooses.

The consensus of the City Council is to move forward with the language change presented to them at this workshop.

City Manager Bulthuis spoke about a request he received from a resident to add an item to the agenda. He stated that it is similar to an item that has already been brought before Council regarding the 3 minute time limit on public comments.

Mayor Murry directed City Manager Bulthuis to deny the request.

The resolution will be on the agenda for the January 23, 2024 Council meeting.

City Manager Bulthuis stated that the Mayor received a letter from a resident where some issues have been confused regarding social media comments being turned off on city pages. The City is not required to have comments on. Last year, staff asked and he verbally agreed to the change.



*City of Clermont*  
MINUTES  
CITY COUNCIL WORKSHOP  
January 16, 2024

The Public Information Officer is being criticized for making this decision, the City Manager made the decision. Unless directed by Council, staff will not be turning comments back on.

City Attorney Mantzaris said that this is not a council issue. The City Manager is responsible for every employee and council is prohibited from interfering. The Council can direct the City Manager to open social media to comments, anything else is beyond the scope of the Council.

Mayor Murry stated that it is not Council responsibility to get into personnel matters.

**6. Other**

City Manager Bulthuis asked Council how they would like him to proceed regarding the interaction with a resident at Light Up Clermont regarding barricades on 10<sup>th</sup> Street.

The consensus from Council was to move on from the incident, no need to publicly continue.

City Manager Bulthuis informed Council if any member of the City Council has to hire a professional to assist them with filling out the Form 6, they can submit the cost and the City will reimburse up to \$1,250.

City Attorney Mantzaris clarified that in order to be reimbursed, the Council Member will need to go to a professional who is familiar with the form and provide documentation.

City Manager Bulthuis discussed adding monitors to the council chambers and removing the screen behind Council.

Mayor Murry opened public comments on items 3 and 4 of the agenda.

Mr. Bryan Bain, Nautica Mile Drive – spoke regarding membership on the Code Enforcement Board and if they eliminate the board he hopes they will look for other opportunities for citizens.

**ADJOURN:** With no further comments, this workshop adjourned at 9:55 pm.

**APPROVED:**

\_\_\_\_\_  
Tim Murry, Mayor

**ATTEST:**

\_\_\_\_\_  
Tracy Ackroyd Howe, MMC  
City Clerk

*City of Clermont*  
MINUTES  
REGULAR COUNCIL MEETING  
January 23, 2024

**CALL TO ORDER**

The City Council met in a regular meeting on Tuesday, January 23, 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**

Father Mark Wajada of Blessed Sacrament Catholic Church gave the invocation followed by the Pledge of Allegiance.

**PRESENTATIONS**

The Fire Department received an award from Orlando Health. Fire Chief Ezell recognized Lt. Bruce Wisniewski, Engineer Jeff Brimmer and Firefighter Emiliano Appratto for receiving the Phoenix Award.

Lake County Commissioner Parks thanked Mayor Murry for the invitation to speak at the MLK event.

The Lake County Board of County Commissioners approved the list of priority projects for transportation, roads and sidewalks, the list can change throughout the year. Provided an overview of road projects within the County and the funding sources.

Commissioner Parks spoke about a road project coming to Hooks Street. They are proposing a third lane on Hooks coming up to Frontage and U.S. 27 to help alleviate some of the traffic turning left on to U.S. 27.

Lake County is partnering with Trust Republic Land who is conducting research and feasibility for the land acquisition referendum that will be on November 2024 ballot.

Mayor Murry asked about the status and start date of the Hartwood Marsh Road renovation. Commissioner Parks stated that is currently the highest priority project.

There are plans to resurface Citrus Tower Blvd, the cost to resurface is \$2,000,000.00.

Council Member Gonzalez asked about expanding Ray Goodgame Road. Commissioner Parks stated that the County has two properties they need to purchase in order to add the segment to the road. They are currently in discussion with the property owners.

There was discussion regarding the donation of bunker gear to Lake County so Commissioner Parks can donate to Ukraine.

Mayor Murry asked if the public has any questions for Commissioner Parks.

Vincent Niemiec, Regency Hills – Asked when there will be an arrow at the traffic signal to Hartwood Marsh.

Commissioner Parks stated that he will find out the status of it.

**PUBLIC COMMENTS**

Banks Helfrich, 9100 Sams Lake Road – spoke on the meaning of purpose.

Charlene Forth, 939 W. Desoto Street - spoke on the incident from Light Up Clermont.

*City of Clermont*  
MINUTES  
REGULAR COUNCIL MEETING  
January 23, 2024

**AGENDA CHANGES**

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

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

City Manager Bulthuis informed the Council this is a request to table the item to February 13, 2024.

Council Member Pines moved to table item 9, Variance Request, Wendy's at John's Lake Landing to February 13, 2024; Seconded by Council Member Myers. Passed unanimously 4-0 with all members present voicing aye.

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

**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.**

City Clerk Howe read the title aloud.

City Manager Bulthuis informed the Council this is a request to table the item to July 23, 2024.

Council Member Pines moved to table item 10, Resolution No. 2023-026R, Hancock Commons Apartments CUP to July 23, 2024; Seconded by Council Member Myers. Passed unanimously 4-0 with all members present voicing aye.

**REPORTS**

**CITY MANAGER REPORT**

City Manager Bulthuis –

- Mutts gone Nuts, 2pm on Sunday at the Arts and Recreation Center
- Clermont Campout is February 3 and 4.
- February 22 is the Comprehensive Plan update at 6:30pm at the Clermont City Center.
- Workshop on February 20 regarding the 8<sup>th</sup> Street Pier and Meet Us in the Middle.

**CITY ATTORNEY REPORT**

City Attorney Mantzaris – No report.

**CITY COUNCIL REPORT**

Council Member Myers –

- Thanked the Mayor and Men in Action for putting on the MLK Day event.
- Attended the IEMO in Gainesville. Learned a lot on how local government functions.
- Asked the public to reach out to state representatives regarding two items, Tax Assessment on homestead exemption and not for profits that operate HOA donate or use 15% to benefit the community.

*City of Clermont*  
MINUTES  
REGULAR COUNCIL MEETING  
January 23, 2024

Council Member Pines – No report.

Council Member Gonzalez –

- Attended the MLK events and parade.
- Guest speaker at Clermont Garden Club.
- Attended the Phoenix Award ceremony at the Fire Department.
- Attended the retirement of Assistant Chief Kathy Johnston.
- Going to Tallahassee for Legislative Week.

Mayor Murry –

- Attended the retirement ceremony for Assistant Chief Kathy Johnston.
- Mayor’s luncheon in February will be at The View at Summit Greens.
- Thanked everyone for participating in the MLK celebration.
- Going to Tallahassee next week. Will be requesting additional funding.

**CONSENT AGENDA**

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

**Item No. 1 – Meeting Minutes**

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

**Item No. 2 – FRDAP Grant Acceptance**  
*8<sup>th</sup> 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*  
MINUTES  
REGULAR COUNCIL MEETING  
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.

Vincent Niemiec pulled Consent Item No. 3 for further discussion.

Council Member Pines moved to approve Consent Agenda Items 1-2 and 4-8 as presented; Seconded by Council Member Gonzalez. Passed unanimously 4-0 with all members present voicing aye.

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

Mr. Niemiec pulled Consent Item No. 3 in error.

Council Member Pines moved to approve Consent Agenda Item 3 as presented; Seconded by Council Member Gonzalez. Passed unanimously 4-0 with all members present voicing aye.

**UNFINISHED BUSINESS**

**Item No. 9** – This item was addressed earlier in the meeting and tabled to the February 13, 2024 meeting.

**Item No. 10** - This item was addressed earlier in the meeting and tabled to the July 23, 2024 meeting.

**Item No. 11 – Variance Request, *The Music Store***

Development Services Director Henschel presented this item which had been tabled from the November 28, 2023 meeting. The applicant currently has an open code enforcement case for the existing added signs. They are requesting the following variance to the Land Development Code, Section 117-8. - 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 in the Citrus Tower Commercial Center, 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.

*City of Clermont*  
MINUTES  
REGULAR COUNCIL MEETING  
January 23, 2024

There are four signs that the applicant is requesting to remain on site. The applicant has directional signage internally on a light pole, a fence and on a palm tree. After working with staff they have 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.

The applicant, Ricardo Barclay, stated that his business is the only one in the back of the building. Without the signage, people would not know where the business is located. When driving into the plaza, it is difficult to location the business. He is asking for approval of the variance.

Mayor Murry opened the public hearing.

John Glitten, 141 S. US Hwy27 – in support of the variance.

Kiera Carson, 314 Azores Place, Groveland – in support of the variance.

Stephanie Dukes, 10845 Vineyard Ct. – in support of the variance.

Mayor Murry closed the public hearing.

Council Member Myers asked the applicant if they were willing to work with staff on a compromise or if they are wanting variance for the signs as they are. Mr. Barclay stated that they are willing to remove the sign from the tree but will need another sign in its place.

Discussion ensued on which signs were acceptable and which signs would need to be removed or reduced in size in order to meet the sign code or Council to approve a variance.

City Manager Bulthuis informed Council that they can vote to approve only the signs they agree on. The other signs would have to be removed per the current code enforcement case.

Council Member Pines asked for the size of signs on the fence. Development Services Director Henschel stated that they are approximately 2ft tall by 6 to 8ft long. Code allows a 4ft square foot directional sign.

Council Member Gonzalez moved to approve the variance to allow the two fence signs to remain as they are; Seconded by Council Member Myers. Passed unanimously 4-0 with all members present voicing aye.

The next three items were presented together and voted on separately.

City Clerk Howe read the titles aloud of Ord. 2023-023, Ord. 2023-024 and Ord. 2023-025.

**Item No. 12 – 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 of Clermont*  
MINUTES  
REGULAR COUNCIL MEETING  
January 23, 2024

**Item No. 13 – 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.

**Item No. 14 – 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.

Development Services Planner Kruse presented the item. 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 ½ mile north of Wellness Way Boulevard. 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 developer, Lennar. The property meets the requirements of annexation by adjacently to the City of Clermont boundaries, under Florida Statutes 171.043. The City has the capacity to serve the proposed project. Staff is able to support the request and recommends approval of Ordinance 2023-023.

Next is the Large Scale Comprehensive Plan. The applicant 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). The property has two 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.

Since the project is greater than 50 acres, a large scale comprehensive plan review was required. The amendment was transmitted for comment to State agencies for review in early August of 2023. The City received four responses from the reviewing agencies; three were "no comment" and one 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.

*City of Clermont*  
MINUTES  
REGULAR COUNCIL MEETING  
January 23, 2024

The application is consistent with the City's 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.

For the rezoning application 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 project was reviewed under the City's Wellness Way Comprehensive Plan 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. 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. In addition, the applicant is donating right-of-way for the Hancock Road improvements and will also receive an additional eight dwelling units. The total dwelling unit count will be limited to 699 dwelling units. The residential portion is planned to be a gated, active adult 55 plus community.

The PUD Site Plan was also reviewed under the Wellness Way Guidelines and Standards. The 30% required 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. The open space shall either be owned or 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 Commercial uses. Lake County School Board is under contract for the Elementary School Site and is in early discussions with the landowner for the western portion of the site to possibly be used as a portion of a future high school site. The establishment of public schools in this area is significant. In addition, as part of this development proposal, Lake County and the developer are working towards a developer's agreement to complete Hancock Road to the north, segment E and the remaining portion of segment F, that would complete the connection of Hancock Road from Hartwood Marsh to Wellness Way.

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 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 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 Commercial, 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. 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. There is one revision to ordinance under Section 3, item 18 page 233 in your packet. It changes the future Right of Way reservation for Bradshaw Road from 80 feet to 60 feet in width. Staff is able to support the request and recommends approval of Ordinance No. 2023-025 with this change. The Planning and Zoning Commission recommended approval 7-0.



*City of Clermont*  
MINUTES  
REGULAR COUNCIL MEETING  
January 23, 2024

City Manager Bulthuis informed Council that Bradshaw Road is not an actual road but a prescriptive easement Lake County has that is 20 foot wide. The City is working with the developer to get 80 feet of Right of Way through there so in the future there can be a paved road.

Erica Hughes, VHB, was present on behalf of the applicant. Ms. Hughes thanked City staff and stated that their team is available for questions.

Marc McDonald, Vice President of Land for Lennar Homes, was present to represent Lennar Homes and is available for questions.

Mayor Murry opened the public hearing.

Vincent Niemiec, Regency Hills – asked if segment F will be a four lane road.

City Manager Bulthuis stated that the agreement that Lennar has with Lake County is to build segment F as a two lane road.

Mayor Murry closed the public hearing.

Mr. McDonald clarified that Lennar has already constructed the two outside lanes of Wellness Way Blvd. from the Schofield/Hancock intersection to Five Mile Road. Pulte will be constructing the remaining portion. He reviewed the road segments Lennar will be constructing though Wellness Way.

Council Member Pines spoke in support of the project and noted benefits to annexing the property. Council Member Gonzalez concurred.

Council Member Gonzalez moved to approve Ordinance No. 2023-023, Lennar Swap Annexation; Seconded by Council Member Myers. The motion passed by roll call vote 4-0.

Council Member Gonzalez moved to approve Ordinance No. 2023-024, Lennar Sway LSCPA; Seconded by Council Member Myers. The motion passed by roll call vote 4-0.

Council Member Gonzalez moved to approve Ordinance No. 2023-025, Lennar Swap PUD Rezoning including the addition of the language in paragraph 18; Seconded by Council Member Myers. The motion passed by roll call vote 4-0.

The next four items were presented together and voted on separately.

City Clerk Howe read the titles aloud of Ord. No. 2024-001, Ord. No. 2024-002, Ord. No. 2024-003 and Res. No. 2024-001R.

**Item No. 15 – 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 of Clermont*  
MINUTES  
REGULAR COUNCIL MEETING  
January 23, 2024

**Item No. 16 – 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.

**Item No. 17 - 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.

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

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.

Development Services Planner Kruse presented the item. The applicant, Clermont Hotels, LLC, is requesting annexation for a portion of the site, approximately one acre 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 and the annexation would be a logical expansion to the boundary and dissolve the enclave. Staff recommends approval of Ordinance No. 2024-001.

*City of Clermont*  
MINUTES  
REGULAR COUNCIL MEETING  
January 23, 2024

The applicant is requesting a small scale comprehensive plan amendment (SSCPA) for approximately 4 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/Office. 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.

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 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 No. 2024-002. The Planning and Zoning Commission recommended approval, 7-0.

The applicant is requesting a rezoning of the property to C-2 General Commercial. The property is currently zoned Urban Estate Low Density Residential and R-3 Residential/Professional District. 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 of the Land Development Code lists restaurants and hotels as a permitted use in the C-2 General Commercial zoning. 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 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.

The applicant 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. The applicant is proposing up to a 70,000 square foot, four-story hotel with associated parking within the 4 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.

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 hotels within a mile radius 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 existing Hampton Inn Suites and Home2Suites.

*City of Clermont*  
MINUTES  
REGULAR COUNCIL MEETING  
January 23, 2024

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. One additional requirement has been added for a six foot high wall to be installed along the northern property boundary between the project and the adjoining residential zoning. This will assist in buffering the land uses.

A traffic impact study has been performed for the project and it has been determined that the project would generate less than 100 peak hour trips, which would be considered "de minimis". 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. 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. Staff recommends approval of Resolution No. 2024-001R with the addition of the wall condition along the northern property boundary under Section 2, item 12, page 324 in the packet.

Rick McCoy, McCoy and Associates was present on behalf of the applicant. He spoke about tying into frontage road so that traffic can exit on to Oakley Seaver.

Mr. McCoy spoke about the topography of the land and the residential neighborhood adjacent to the property being 10 foot below this property along with the 15 foot buffer.

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

Council Member Gonzalez and Council Member Myers are in favor of the project.

Development Services Planner Kruse clarified that staff added the section regarding the masonry wall prior to looking at the cross section that was brought forward tonight. The drawings are showing a 6 foot wall and 4 foot wall, the question is if there needs to be an additional wall.

Mr. McCoy stated there will not be a need for an additional wall. With the topography the way it is there will be no need for an additional retaining wall beyond what they already plan on having.

Development Services Director Henschel stated staff could remove #12 and say this area shall be built per the conceptual design by this diagram prepared by Rick McCoy dated January 2024.

Council Member Pines moved to approve Ordinance No. 2024-001, Palm Plaza Development Annexation; Seconded by Council Member Myers. The motion passed by roll call vote 4-0.

Council Member Pines moved to approve Ordinance No. 2024-002, Palm Plaza Development SSCP; Seconded by Council Member Myers. The motion passed by roll call vote 4-0.

Council Member Pines moved to approve Ordinance No. 2024-003, Palm Plaza Development Rezoning; Seconded by Council Member Myers. The motion passed by roll call vote 4-0.

Council Member Pines moved to approve Resolution No. 2024-001R, Palm Plaza Development CUP with the proposed changes regarding the conceptual design; Seconded by Council Member Myers. Passed unanimously 4-0 with all members present voicing aye.

*City of Clermont*  
MINUTES  
REGULAR COUNCIL MEETING  
January 23, 2024

**Item No. 19 - 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.

Development Services Director Henschel presented this staff initiated item. Staff would like Council to 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.

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

Council Member Gonzalez moved to approve Ordinance No. 2024-005, Street Vacation Request; Seconded by Council Member Myers. The motion passed by roll call vote 4-0.

**NEW BUSINESS**

**Item No. 20 – Board Appointments**

City Manager Bulthuis stated that there is currently one vacancy on the Panning & Zoning Commission. There were a number of applicants who have applied previously and are present.

Mayor Murry invited the applicants to the podium and gave them an opportunity to introduce themselves to the council and state their reasons for wanting to be on the board.

Jenny May, 4062 Greystone Drive - Provided a brief review of her background.

Bryan Bain, 245 Nautica Mile Drive. - Provided a brief review of his background and that he currently serves on the Code Enforcement Board.

Megan Robinson, 1605 Lake Ave. - Provided a brief review of her background and stated that she is looking for a way to serve the community.

Council Member Pines asked if any of them had previously served on a board for the City. Mr. Bain currently serves on the Code Enforcement Board and he and Ms. Robinson have attended the Citizens Academy.

*City of Clermont*  
MINUTES  
REGULAR COUNCIL MEETING  
January 23, 2024

Council Member Myers nominated Bryan Bain to serve on the Planning & Zoning Commission; Seconded by Council Member Pines.

Council Member Gonzalez nominated Megan Robinson to serve on the Planning & Zoning Commission. The motion failed due to the lack of a second to the motion.

The motion passed 3-1 with Council Member Gonzalez opposing.

City Manager Bulthuis moved to the Outside Agency Boards.

The Lake County Arts and Cultural Alliance has a vacancy for an alternate and staff is recommending reappointing Shirley Draper.

Council Member Pines nominated Shirley Draper to serve as alternate for the Lake County Arts and Cultural Alliance; Seconded by Council Member Myers. Passed unanimously 4-0 with all members present voicing aye.

The Lake County League of Cities has one Director and one alternate.

Council Member Pines nominated Mayor Murry to serve as Director and Council Member Gonzalez to serve as the alternate for the Lake County League of Cities; Seconded by Council Member Myers. Passed unanimously 4-0 with all members present voicing aye.

The Tourism Development Council, held previously by Mr. Purvis, has an opening.

Council Member Gonzalez nominated Council Member Pines to serve for the Tourism Development Council; Seconded by Council Member Myers. Passed unanimously 4-0 with all members present voicing aye.

Lake Apopka Natural Gas Board of Directors has a seat, staff recommends to reappoint Mayor Murry.

Council Member Pines nominated Mayor Murry to serve for Lake Apopka Natural Gas Board of Directors; Seconded by Council Member Myers. Passed unanimously 4-0 with all members present voicing aye.

**Item No. 21 – Ordinance No. 2024-016, *Special Magistrate Introduction***

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.

*City of Clermont*  
MINUTES  
REGULAR COUNCIL MEETING  
January 23, 2024

City Clerk Howe read the ordinance title aloud.

City Manager Bulthuis stated that staff recommended returning to a Special Magistrate instead of the Code Enforcement Board. Staff is looking for direction from Council on how they would like to proceed.

Mayor Murry opened the public hearing.

Vincent Niemiec, Regency Hills – Inquired about the cost of having a Special Magistrate.

City Manager Bulthuis stated that there is currently an attorney that attends the Code Enforcement Board meetings so the cost would be negligible.

Mr. Niemiec asked Council to give the board another shot.

Mayor Murry closed the public hearing.

Council Member Myers feels residents should be judged by their peers and believes the board should continue.

Council Member Gonzalez stated that getting a quorum to have meetings has been difficult and is in favor of going to a Special Magistrate.

City Manager Bulthuis stated that there are currently four vacancies on a seven member board. Of the three remaining terms, two are up for appointment in April.

Council Member Pines supports the Special Magistrate.

Mayor Murry is willing to give the Code Enforcement Board another chance and feels staff should ask for applications to serve.

Council Member Pines asked about the turnaround time on getting volunteers.

City Manager Bulthuis said the next Code Enforcement Board meeting is in March. Staff can advertise for Council to appoint members at the first meeting in March.

Council asked Ms. May and Ms. Robinson if they would be interested in serving on the Code Enforcement Board.

City Attorney Mantzaris explained the Code Enforcement Board responsibilities.

Ms. May stated that she is interested. Ms. Robinson declined the offer.

Council Member Myers moved to introduce Ordinance No. 2024-016, Special Magistrate; Seconded by Council Member Myers. The motion failed 2-2 with Mayor Murry and Council Member Myers opposing.

City Manager Bulthuis stated that staff will advertise for the vacancies. If Council would like, they can motion to appoint a member to the Code Enforcement Board tonight.

Council Member Myers nominated Jenny May to serve on the Code Enforcement Board to the term ending 4/18/2026; Seconded by Council Member Pines. Passed unanimously 4-0 with all members present voicing aye.

*City of Clermont*  
MINUTES  
REGULAR COUNCIL MEETING  
January 23, 2024

**ADJOURN:** With no further comments, this meeting adjourned at 9:46 pm.

**APPROVED:**

---

Tim Murry, Mayor

**ATTEST:**

---

Tracy Ackroyd Howe, MMC  
City Clerk





## AGENDA ITEM

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                     |                                |      |                      |     |                                        |     |                                                     |     |                                                     |     |                                                     |      |                      |      |                           |      |                           |      |                      |      |                                 |      |                              |      |                      |     |                      |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|--------------------------------|------|----------------------|-----|----------------------------------------|-----|-----------------------------------------------------|-----|-----------------------------------------------------|-----|-----------------------------------------------------|------|----------------------|------|---------------------------|------|---------------------------|------|----------------------|------|---------------------------------|------|------------------------------|------|----------------------|-----|----------------------|
| <b>Meeting Date</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                     |                                |      |                      |     |                                        |     |                                                     |     |                                                     |     |                                                     |      |                      |      |                           |      |                           |      |                      |      |                                 |      |                              |      |                      |     |                      |
| Tuesday, February 13, 2024                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                     |                                |      |                      |     |                                        |     |                                                     |     |                                                     |     |                                                     |      |                      |      |                           |      |                           |      |                      |      |                                 |      |                              |      |                      |     |                      |
| <b>Agenda Item Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                     |                                |      |                      |     |                                        |     |                                                     |     |                                                     |     |                                                     |      |                      |      |                           |      |                           |      |                      |      |                                 |      |                              |      |                      |     |                      |
| Surplus Request                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                     |                                |      |                      |     |                                        |     |                                                     |     |                                                     |     |                                                     |      |                      |      |                           |      |                           |      |                      |      |                                 |      |                              |      |                      |     |                      |
| <b>Requested Action</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                     |                                |      |                      |     |                                        |     |                                                     |     |                                                     |     |                                                     |      |                      |      |                           |      |                           |      |                      |      |                                 |      |                              |      |                      |     |                      |
| The Procurement Services Department requests approval to declare end-of-life inventory as surplus from the Police, Fire, Information Technology, and Human Resources Departments and provide disposal per the Procurement Policy.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                     |                                |      |                      |     |                                        |     |                                                     |     |                                                     |     |                                                     |      |                      |      |                           |      |                           |      |                      |      |                                 |      |                              |      |                      |     |                      |
| <b>Staff Report</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                     |                                |      |                      |     |                                        |     |                                                     |     |                                                     |     |                                                     |      |                      |      |                           |      |                           |      |                      |      |                                 |      |                              |      |                      |     |                      |
| <p>The Procurement Services Department, on behalf of the Police, Fire, Information Technology, and Human Resources Departments, recommends approval of the above action.</p> <p>The following inventory has reached their end-of-life service, and approval to surplus these items is requested.</p> <p><u>Police Department</u></p> <table border="0"> <tr> <td>Qty.</td> <td>Property Description</td> </tr> <tr> <td>(1)</td> <td>Broken KC &amp; RC Toy Cruiser "Champ" K-9</td> </tr> <tr> <td>(1)</td> <td>2014 Ford Taurus Police Interceptor - 100,000 miles</td> </tr> <tr> <td>(1)</td> <td>2013 Ford Taurus Police Interceptor - 115,000 miles</td> </tr> <tr> <td>(1)</td> <td>2013 Ford Taurus Police Interceptor - 125,000 miles</td> </tr> </table> <p><u>Fire Department</u></p> <table border="0"> <tr> <td>Qty.</td> <td>Property Description</td> </tr> <tr> <td>(40)</td> <td>Expired Bunker Gear Pants</td> </tr> <tr> <td>(42)</td> <td>Expired Bunker Gear Coats</td> </tr> </table> <p><u>Information Technology Department</u></p> <table border="0"> <tr> <td>Qty.</td> <td>Property Description</td> </tr> <tr> <td>(12)</td> <td>Aerohive Wireless Access Points</td> </tr> <tr> <td>(14)</td> <td>Cisco Wireless Access Points</td> </tr> </table> <p><u>Human Resources Department</u></p> <table border="0"> <tr> <td>Qty.</td> <td>Property Description</td> </tr> <tr> <td>(1)</td> <td>Old Computer Monitor</td> </tr> </table> <p>The salvageable surplus property will be listed on GovDeals.com, an electronic public auction website for government property. The non-salvageable property will be disposed of appropriately.</p> |                                                     |                                | Qty. | Property Description | (1) | Broken KC & RC Toy Cruiser "Champ" K-9 | (1) | 2014 Ford Taurus Police Interceptor - 100,000 miles | (1) | 2013 Ford Taurus Police Interceptor - 115,000 miles | (1) | 2013 Ford Taurus Police Interceptor - 125,000 miles | Qty. | Property Description | (40) | Expired Bunker Gear Pants | (42) | Expired Bunker Gear Coats | Qty. | Property Description | (12) | Aerohive Wireless Access Points | (14) | Cisco Wireless Access Points | Qty. | Property Description | (1) | Old Computer Monitor |
| Qty.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Property Description                                |                                |      |                      |     |                                        |     |                                                     |     |                                                     |     |                                                     |      |                      |      |                           |      |                           |      |                      |      |                                 |      |                              |      |                      |     |                      |
| (1)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Broken KC & RC Toy Cruiser "Champ" K-9              |                                |      |                      |     |                                        |     |                                                     |     |                                                     |     |                                                     |      |                      |      |                           |      |                           |      |                      |      |                                 |      |                              |      |                      |     |                      |
| (1)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 2014 Ford Taurus Police Interceptor - 100,000 miles |                                |      |                      |     |                                        |     |                                                     |     |                                                     |     |                                                     |      |                      |      |                           |      |                           |      |                      |      |                                 |      |                              |      |                      |     |                      |
| (1)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 2013 Ford Taurus Police Interceptor - 115,000 miles |                                |      |                      |     |                                        |     |                                                     |     |                                                     |     |                                                     |      |                      |      |                           |      |                           |      |                      |      |                                 |      |                              |      |                      |     |                      |
| (1)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 2013 Ford Taurus Police Interceptor - 125,000 miles |                                |      |                      |     |                                        |     |                                                     |     |                                                     |     |                                                     |      |                      |      |                           |      |                           |      |                      |      |                                 |      |                              |      |                      |     |                      |
| Qty.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Property Description                                |                                |      |                      |     |                                        |     |                                                     |     |                                                     |     |                                                     |      |                      |      |                           |      |                           |      |                      |      |                                 |      |                              |      |                      |     |                      |
| (40)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Expired Bunker Gear Pants                           |                                |      |                      |     |                                        |     |                                                     |     |                                                     |     |                                                     |      |                      |      |                           |      |                           |      |                      |      |                                 |      |                              |      |                      |     |                      |
| (42)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Expired Bunker Gear Coats                           |                                |      |                      |     |                                        |     |                                                     |     |                                                     |     |                                                     |      |                      |      |                           |      |                           |      |                      |      |                                 |      |                              |      |                      |     |                      |
| Qty.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Property Description                                |                                |      |                      |     |                                        |     |                                                     |     |                                                     |     |                                                     |      |                      |      |                           |      |                           |      |                      |      |                                 |      |                              |      |                      |     |                      |
| (12)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Aerohive Wireless Access Points                     |                                |      |                      |     |                                        |     |                                                     |     |                                                     |     |                                                     |      |                      |      |                           |      |                           |      |                      |      |                                 |      |                              |      |                      |     |                      |
| (14)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Cisco Wireless Access Points                        |                                |      |                      |     |                                        |     |                                                     |     |                                                     |     |                                                     |      |                      |      |                           |      |                           |      |                      |      |                                 |      |                              |      |                      |     |                      |
| Qty.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Property Description                                |                                |      |                      |     |                                        |     |                                                     |     |                                                     |     |                                                     |      |                      |      |                           |      |                           |      |                      |      |                                 |      |                              |      |                      |     |                      |
| (1)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Old Computer Monitor                                |                                |      |                      |     |                                        |     |                                                     |     |                                                     |     |                                                     |      |                      |      |                           |      |                           |      |                      |      |                                 |      |                              |      |                      |     |                      |
| <b>Additional Analysis</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                     |                                |      |                      |     |                                        |     |                                                     |     |                                                     |     |                                                     |      |                      |      |                           |      |                           |      |                      |      |                                 |      |                              |      |                      |     |                      |
| <b>Fiscal Impact Summary</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                     |                                |      |                      |     |                                        |     |                                                     |     |                                                     |     |                                                     |      |                      |      |                           |      |                           |      |                      |      |                                 |      |                              |      |                      |     |                      |
| The surplus property anticipated value is \$100.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                     |                                |      |                      |     |                                        |     |                                                     |     |                                                     |     |                                                     |      |                      |      |                           |      |                           |      |                      |      |                                 |      |                              |      |                      |     |                      |
| <b>Fiscal Impact</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>Fund Number and Description</b>                  | <b>Available Budget Amount</b> |      |                      |     |                                        |     |                                                     |     |                                                     |     |                                                     |      |                      |      |                           |      |                           |      |                      |      |                                 |      |                              |      |                      |     |                      |
| <b>Exhibits Attached</b> (copies of original agreements)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                     |                                |      |                      |     |                                        |     |                                                     |     |                                                     |     |                                                     |      |                      |      |                           |      |                           |      |                      |      |                                 |      |                              |      |                      |     |                      |
| 1. Police Disposal Forms                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Police Disposal Forms.pdf                           |                                |      |                      |     |                                        |     |                                                     |     |                                                     |     |                                                     |      |                      |      |                           |      |                           |      |                      |      |                                 |      |                              |      |                      |     |                      |

|    |                                       |                                           |
|----|---------------------------------------|-------------------------------------------|
| 2. | Fire Disposal Form                    | Fire Disposal Form.pdf                    |
| 3. | Human Resources Disposal Form         | Human Resources Disposal Form.pdf         |
| 4. | Information Technology Disposal Forms | Information Technology Disposal Forms.pdf |



## PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: 20150427001  
Contact Person: Sgt E Razo Phone: 352-536-8423  
Year / Make / Model: 2015 Vehicle No.   
Miles / Hours:  Serial / VIN:   
Description of Property KC & RC Toy Cruiser "CHAMP" K-9

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

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

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☐ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☒ **OTHER:** This item has been repaired twice costing \$4000.00. It needs repaired again and will cost \$1000.00. It is not cost effective to repair this item. This item was purchased on a grant for \$11, 177.00.

Director Signature: [Signature] Date: JAN. 02, 2024

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

Date Approved by City Council:  Agenda Item:   
Method of Disposal:  Date Disposed:   
Procurement Director:  Date:   
Munis Asset Number:

Revised 5/2/2023



## PROPERTY DISPOSAL FORM

Dept. / Division: POLICE ☒ Property Tag #: 10399  
Contact Person: Lt. Nick Bloom Phone: 352-536-8442  
Year / Make / Model: 2013 Ford Taurus Vehicle No. 2185  
Miles / Hours: 125,000 Serial / VIN: 1FAHP2L8XDG204495  
Description of Property Marked Ford Taurus Police Interceptor

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

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

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

Director Signature: [Signature]

Date: 1-24-24

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

Date Approved by City Council: 2-13-24

Agenda Item: #7

Method of Disposal: \_\_\_\_\_

Date Disposed: \_\_\_\_\_

Procurement Director: \_\_\_\_\_

Date: \_\_\_\_\_

Munis Asset Number: 166607



## PROPERTY DISPOSAL FORM

Dept. / Division: POLICE ☐ Property Tag #: 10298  
Contact Person: Lt. Nick Bloom Phone: 352-536-8442  
Year / Make / Model: 2013 Ford Taurus Vehicle No. 2184  
Miles / Hours: 115,000 Serial / VIN: 1FAHP2L88DG204494  
Description of Property Marked Ford Taurus Police Interceptor

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

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

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

Director Signature: 

Date: 1-24-24

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

Date Approved by City Council: 2-13-24

Agenda Item: #1

Method of Disposal: \_\_\_\_\_

Date Disposed: \_\_\_\_\_

Procurement Director: \_\_\_\_\_

Date: \_\_\_\_\_

Munis Asset Number: 66608





## PROPERTY DISPOSAL FORM

Dept. / Division: POLICE ☐ Property Tag #: 10144  
Contact Person: Lt. Nick Bloom Phone: 352-536-8442  
Year / Make / Model: 2014 Ford Taurus Vehicle No. 2196  
Miles / Hours: 100,000 Serial / VIN: 1FAHP2MK1EG185430  
Description of Property Marked Ford Taurus Police Interceptor

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

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

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

Director Signature: [Signature]

Date: 1-24-24

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

Date Approved by City Council: 2-13-24

Agenda Item: #1

Method of Disposal: \_\_\_\_\_

Date Disposed: \_\_\_\_\_

Procurement Director: \_\_\_\_\_

Date: \_\_\_\_\_

Munis Asset Number: 6767



## PROPERTY DISPOSAL FORM

Dept. / Division: FIRE/FIRE Property Tag #:   
Contact Person: Rick Casler Phone: (352) 394-7662  
Year / Make / Model:  Vehicle No.   
Miles / Hours:  Serial / VIN:   
Description of Property See attached list of bunker gear

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

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

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

Director Signature: 

Date: Jan 24, 2024

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Procurement Director:

Date:

Munis Asset Number:

Revised 5/2/2023

## Out of Service Bunker Gear

| BOX # 1 | Serial #   | Pants (size) | Jacket (size) |
|---------|------------|--------------|---------------|
|         | 4266290    |              | 48 (-1) x 32  |
|         | 4153286    |              | 44 x 32       |
|         | 4153293    |              | 42 x 32       |
|         | 0601009060 |              | 42 x 31       |
| BOX # 2 | Serial #   | Pants (size) | Jacket (size) |
|         | 4271975    | 46 x 28      |               |
|         | 4266297    |              | 42 x 32       |
|         | 3991729    | 38 x 30      |               |
|         | 4266288    |              | 44 (-1) x 32  |
|         | 4271943    | 38 x 28      |               |
| BOX # 3 | Serial #   | Pants (size) | Jacket (size) |
|         | 4271937    | 36 x 32      |               |
|         | 4266265    |              | 44 x 32       |
|         | 35951xx    |              | 42 x 32       |
|         | 4271962    | 36 x 32      |               |
|         | 4153285    |              | 44 x 32       |
|         | 3488969    |              | 44 x 32       |
| BOX # 4 | Serial #   | Pants (size) | Jacket (size) |
|         | 4152807    | 44 x 30      |               |
|         | 4266271    |              | 46 x 32       |
|         | 4266275    |              | 46 x 32       |
|         | 4271935    | 42 x 30      |               |
| BOX # 5 | Serial #   | Pants (size) | Jacket (size) |
|         | Unreadable |              | 46            |
|         | 4271955    | 40 x 30      |               |
|         | 4266308    |              | 42 x 29       |
|         | 4271940    | 36 x 28      |               |
| BOX # 6 | Serial #   | Pants (size) | Jacket (size) |
|         | 4266263    |              | 44 x 32       |
|         | 4271963    | 38 x 32      |               |
|         | Unreadable | 44 x 30      |               |
|         | 3991730    | 40 x 30      |               |
|         | 4271978    | 38 x 30      |               |
|         | 4153294    |              | 36 x 29       |



## Out of Service Bunker Gear

|                 |                 |                     |                      |
|-----------------|-----------------|---------------------|----------------------|
| <b>BOX # 7</b>  | <b>Serial #</b> | <b>Pants (size)</b> | <b>Jacket (size)</b> |
|                 | 4266269         |                     | 46 x 32              |
|                 | 4271980         | 38 x 30             |                      |
|                 | 4271947         | 34 x 30             |                      |
|                 | 4266296         |                     | 50 x 32              |
| <b>BOX # 8</b>  | <b>Serial #</b> | <b>Pants (size)</b> | <b>Jacket (size)</b> |
|                 | 4266270         |                     | 46 x 32              |
|                 | 4271970         | 42 x 30             |                      |
|                 | 4271949         | 38 x 30             |                      |
|                 | 4266300         |                     | 44 (+1) x 32         |
| <b>BOX # 9</b>  | <b>Serial #</b> | <b>Pants (size)</b> | <b>Jacket (size)</b> |
|                 | 4266262         |                     | 44 x 32              |
|                 | 4271948         | 36 x 30             |                      |
|                 | 4744772         | 36 x 30             |                      |
|                 | 4744770         |                     | 44 x 32              |
| <b>BOX # 10</b> | <b>Serial #</b> | <b>Pants (size)</b> | <b>Jacket (size)</b> |
|                 | 4271986         | 34 x 32             |                      |
|                 | Unreadable      |                     | 42 x 32              |
|                 | 7000877596      |                     | 48 x 32              |
|                 | 1402005781      | 42 x 30             |                      |
| <b>BOX # 11</b> | <b>Serial #</b> | <b>Pants (size)</b> | <b>Jacket (size)</b> |
|                 | 4153289         |                     | 44 x 32              |
|                 | 4271968         | 36 x 30             |                      |
|                 | 4195162         |                     | 46 x 32              |
|                 | 4195160         | 40 x 30             |                      |
| <b>BOX # 12</b> | <b>Serial #</b> | <b>Pants (size)</b> | <b>Jacket (size)</b> |
|                 | 3864365         | 50 x 32             |                      |
|                 | 3863533         |                     | 54 x 32              |
|                 | 4266267         |                     | 44 x 32              |
|                 | 4271951         | 38 x 30             |                      |
|                 | 4110300         | 40 x 28             |                      |
| <b>BOX # 13</b> | <b>Serial #</b> | <b>Pants (size)</b> | <b>Jacket (size)</b> |
|                 | 4271982         | 40 x 30             |                      |
|                 | 4744776         | 40 x 32             |                      |
|                 | 4748027         |                     | 44 x 32              |

## Out of Service Bunker Gear

4744766

46 x 32

### BOX # 14

#### Serial #

#### Pants (size)

#### Jacket (size)

4110301

38 x 30

4113348

44 (+1) x 32

4152306

44 x 30

4153291

48 x 32

### BOX # 15

#### Serial #

#### Pants (size)

#### Jacket (size)

4271969

38 x 30

4266260

44 x 32

Unreadable

48 x 32

4271952

40 x 30

### BOX # 16

#### Serial #

#### Pants (size)

#### Jacket (size)

4152804

36 x 30

4266287

42 (-1) x 32

4195160

40 x 30

4266268

46 x 32

### BOX # 17

#### Serial #

#### Pants (size)

#### Jacket (size)

4271966

30 x 30

4271971

38 x 32

4266278

48 x 32

4266303

46 x 32

4271938

38 x 32

### BOX # 18

#### Serial #

#### Pants (size)

#### Jacket (size)

4266258

44 x 32

4266257

42 x 32

4271979

38 x 30

4271934

36 x 30

### BOX # 19

#### Serial #

#### Pants (size)

#### Jacket (size)

0607003907

42 x 32

4266273

46

0607003902

46 x 32

4271960

44 x 30

## Out of Service Bunker Gear

| BOX # 20 | Serial # | Pants (size) | Jacket (size) |
|----------|----------|--------------|---------------|
|          | 3991727  |              | 44 x 32       |
|          | 4266307  |              | 36 x 29       |
|          | 4266282  |              | 42 x 32       |
|          | 4271942  | 38 x 28      |               |
|          |          | 40 Pants     | 42 coats      |



## PROPERTY DISPOSAL FORM

Dept. / Division: HUMAN RESOURCES Property Tag #: n/a  
Contact Person: Nadine Ohlinger Phone: 352-241-7389  
Year / Make / Model: unknown Vehicle No.   
Miles / Hours:  Serial / VIN:   
Description of Property Old computer monitor

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

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

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).

☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.

☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.

☒ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.

☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.

☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).

☐ **OTHER:**

Director Signature: Nadine Ohlinger

Date: 1/18/24

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Procurement Director:

Date:

Munis Asset Number:

Revised 5/2/2023



[illegible]









# CITY OF CLERMONT

## AGENDA ITEM

Page 1 of 1

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                      |                                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|------------------------------------------|
| <b>Meeting Date</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                      |                                          |
| Tuesday, February 13, 2024                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                      |                                          |
| <b>Agenda Item Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                      |                                          |
| Bid Award<br><i>Lift station E3 and E17</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                      |                                          |
| <b>Requested Action</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                      |                                          |
| Requesting approval of bid award and contract with Bob Lee Electric, Inc. to provide lift station E3 and E17 electrical improvements in the amount of \$208,803.54.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                      |                                          |
| <b>Staff Report</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                      |                                          |
| <p>The Procurement Services Department and the Public Services Department recommend approval of the above action.</p> <p>The Public Services Department contacted the Procurement Services Department to determine the most effective way to contract a company to provide electrical improvements to lift stations E3, E17, and E21. The Procurement Services Department issued a Request for Bid (RFB) number 24-029 to acquire these services. The RFB was competitively bid, formally advertised, and complies with the City of Clermont Procurement Policy and Procedures. There were two (2) responses to the RFB.</p> <p>Due to the cost exceeding the expected maintenance estimates, lift stations E3 and E17 will be the only two the staff is recommending for the award. The work entails replacing the wiring from the generator to the transfer switch and enclosure, fuse disconnect, amp meter base, and surge protection system, among other things. See attached lift station E3 and E17 Scope of Work for additional information.</p> <p>This project was approved during the budget process by the Sewer fund, account number 42535-66321.</p> <p>The award is being recommended to the low-responsive and responsible bidder, Bob Lee Electric, Inc., in the total amount of \$208,803.54, who complied with all terms, conditions, and specifications stated in the solicitation.</p> |                                      |                                          |
| <b>Additional Analysis</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                      |                                          |
| <b>Fiscal Impact Summary</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                      |                                          |
| This project was approved during the budget process from the Sewer fund, account number 42535-66321.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                      |                                          |
| <b>Fiscal Impact</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>Fund Number and Description</b>   | <b>Available Budget Amount</b>           |
| \$208,803.54                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 42535-66321 LS improvements          | \$360,000                                |
| <b>Exhibits Attached</b> (copies of original agreements)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                      |                                          |
| 1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | RFB 24-029 Evaluation Tabulation     | RFB 24-029 Evaluation Tabulation.pdf     |
| 2.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | RFB 24-029 Notice of Intent to Award | RFB 24-029 Notice of Intent to Award.pdf |
| 3.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | E17 Scope of Work                    | E17 Scope of Work.docx                   |
| 4.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | E3 Scope of Work                     | E3 Scope of Work.docx                    |



## EVALUATION TABULATION

RFB No. RFB 24-029

Re-Bid: Electrical Improvements To Lift Station E3, E17, and E21: Phase 2

RESPONSE DEADLINE: November 30, 2023 at 2:00 pm

### SELECTED VENDOR TOTALS

| Vendor                                    | Total        |
|-------------------------------------------|--------------|
| Bob Lee Electric Inc                      | \$313,205.31 |
| The New Florida Industrial Electric, Inc. | \$343,000.00 |

TABLE 1

|          |           |                                 |          |                 | Bob Lee Electric Inc |              | The New Florida Industrial Electric, Inc. |              |
|----------|-----------|---------------------------------|----------|-----------------|----------------------|--------------|-------------------------------------------|--------------|
| Selected | Line Item | Description                     | Quantity | Unit of Measure | Unit Cost            | Total        | Unit Cost                                 | Total        |
| X        | 1         | Lift Station E3 Rehabilitation  | 1        | Lump Sum        | \$104,401.77         | \$104,401.77 | \$120,000.00                              | \$120,000.00 |
| X        | 2         | Lift Station E17 Rehabilitation | 1        | Lump Sum        | \$104,401.77         | \$104,401.77 | \$130,000.00                              | \$130,000.00 |
| X        | 3         | Lift Station E21 Rehabilitation | 1        | Lump Sum        | \$104,401.77         | \$104,401.77 | \$93,000.00                               | \$93,000.00  |
| Total    |           |                                 |          |                 |                      | \$313,205.31 |                                           | \$343,000.00 |



NOTICE OF INTENT TO AWARD

RFB No. RFB 24-029

Re-Bid: Electrical Improvements To Lift Station E3, E17, and E21: Phase 2

RESPONSE DEADLINE: November 30, 2023 at 2:00 pm

Wednesday, January 24, 2024

Due to exceeding the available funds for this project, lift station E3 and E17 will be the only two items available for award. After the careful and thorough review of all responses received to this solicitation, the City hereby issues this Award Recommendation to the following company for Lift Station E3.

Bob Lee Electric, Inc.

Sincerely,

Freddy L. Suarez, MPA, CPPB  
Procurement Services Director

## **Lift station E17 Electrical Rehabilitation Scope of Work**

1. Replace non fuse disconnect with new 400 amp Stainless Steel non fuse disconnect
2. Replace 400 amp meter base with new 400 amp meter base
3. Replace 400 amp main breaker and enclosure with new 400 amp main breaker and Stainless steel enclosure
4. Replace 400 amp ONAN transfer switch and enclosure with new 400 amp ONAN transfer switch with stainless steel enclosure
5. Replace wiring from the generator to the transfer switch
6. Replace wire from transfer switch to main distribution panel
7. Replace 480 vac surge protection and 30 amp disconnect devices
8. Make all electrical connections and torque properly
9. Install new Myers hub on all penetrations
10. Replace old unistrut supports with new stainless steel unistrut supports
11. Use all stainless steel hardware
12. Pull all permits and arrange for inspections as required
13. Include signed and sealed drawings if needed for permitting process
14. Must provide a backup 150 Kw generator while work is being performed
15. Must coordinate with electric company before work is performed
16. Post all applicable permits at the job site
17. Restore gravel to existing condition
18. Provide testing and training to City of Clermont Personnel
19. Warranty shall be one (1) year parts and labor

### **Lift station E-3 Electrical Rehabilitation Scope of work**

1. Replace non fuse disconnect with a new 300 amp Stainless Steel Non fuse disconnect
2. Replace the existing 300 amp meter base with a new 300 amp meter base
3. Replace the existing 300 amp main breaker and enclosure with a new 300 amp main breaker and stainless steel enclosure
4. Replace 400 amp ONAN transfer switch and enclosure with a new 400 amp ONAN transfer switch and stainless steel enclosure
5. Replace all wiring from the generator to the transfer switch
6. Replace all wiring from transfer switch to main electrical distribution panel
7. Replace 480 VAC surge protection and 30 amp disconnect
8. Make all electrical connections and torque properly
9. Install new Myers hub on all penetrations
10. Replace old unistrut supports with new stainless steel unistrut supports
11. Use all stainless steel hardware
12. Pull all necessary permits and arrange for inspections as required
13. Include signed and sealed drawings, if needed for permitting process
14. Must provide backup 150 Kw generator while work is performed
15. Must coordinate with electric company before work is performed
16. Post applicable permit at job site
17. Restore gravel at the lift station to before project conditions at minimum
18. Provide testing and training to City of Clermont personnel
19. Warranty supplied to the City of Clermont shall be minimum one (1) year parts and labor



# CITY OF CLERMONT

## AGENDA ITEM

Page 1 of 2

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                               |                                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|--------------------------------|
| <b>Meeting Date</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                               |                                |
| Tuesday, February 13, 2024                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                               |                                |
| <b>Agenda Item Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                               |                                |
| Piggyback Purchase<br><i>Refuse &amp; Recycling Containers</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                               |                                |
| <b>Requested Action</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                               |                                |
| Requesting approval to purchase from the HGACBuy contract number RC01-21 with Duramax Holdings, LLC. d/b/a Otto Environmental Systems to purchase refuse & recycling containers in the amount of \$62,227.20.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                               |                                |
| <b>Staff Report</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                               |                                |
| <p>The Procurement Services Department and the Public Services Department recommend approval of the above action.</p> <p>The Procurement Services Department sought a contract from the Public Services to purchase refuse &amp; recycling containers. The Procurement Services Department issued a Request for Interest (RFI) number 24-062 to notify local vendors of the City's intent to purchase from another governmental entity contract. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Procurement Services Department received no interest. Based on this, staff recommends that the City Council approve the purchase from the Houston-Galveston Area Council Cooperative (HGACBuy) contract.</p> <p>The HGACBuy contract was obtained through a fully competitive solicitation and complies with the City of Clermont Procurement Policy.</p> <p>This contract will provide refuse &amp; recycling containers for the Sanitation Division.</p> <p>Funding will be determined on a project-by-project basis and funded from the Sanitation fund, account number 49534-55200.</p> <p>The use of piggyback contracts is allowed under the Procurement Policy, Section E.9, and is a procurement best practice that takes advantage of competitive pricing on a contract formerly bid by another government agency. The Procurement Services Department has determined that using piggyback contracts is advantageous and in the City's best interest to reduce administrative time and expense while providing favorable pricing. Approval of this contract does not commit the City to purchases or require that the contract be utilized. Each Department budgets purchases associated with piggyback contracts. The estimated annual value does not represent the budgeted amount by a department.</p> |                                               |                                |
| <b>Additional Analysis</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                               |                                |
| <b>Fiscal Impact Summary</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                               |                                |
| The refuse & recycling containers purchase is included in the current year's approved budget.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                               |                                |
| Department Account Code: 49534-55200                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                               |                                |
| <b>Fiscal Impact</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>Fund Number and Description</b>            | <b>Available Budget Amount</b> |
| \$62,227.20                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 49534-55200 operating supplies                | \$220,000                      |
| <b>Exhibits Attached</b> (copies of original agreements)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                               |                                |
| 1. 2023 HGACBuy - Duramax - Otto Price pages                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 2023 HGACBuy - Duramax - Otto Price pages.pdf |                                |

|    |                                 |                                     |
|----|---------------------------------|-------------------------------------|
| 2. | OTTO ENVIRONMENTAL TRASH #24176 | OTTO ENVIRONMENTAL TRASH #24176.pdf |
| 3. | OTTO ENVIRONMENTAL REC. #24175  | OTTO ENVIRONMENTAL REC. #24175.pdf  |
| 4. | RFI 24-062                      | RFI 24-062.pdf                      |

| <b>FORM D - OFFERED ITEMS PRICING</b> |                                                                                                                                                                                                                                     |                      |                    |
|---------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|--------------------|
| <b>Procurement No.: RC01-21</b>       |                                                                                                                                                                                                                                     |                      | <b>RC01-21</b>     |
| <b>Offeror Name:</b>                  | <b>Duramax Holdings LLC dba: OTTO Environmental Systems</b>                                                                                                                                                                         |                      |                    |
| <b>H-GAC Product Code</b>             | <b>Item Description<br/>(Offeror may not change any description or add items)</b>                                                                                                                                                   | <b>Offered Price</b> | <b>Minimum Qty</b> |
|                                       | <b>A. Curbside Recycling Bins</b>                                                                                                                                                                                                   |                      |                    |
| RC21A78                               | <b>Otto Environmental Systems</b> RC-18: curbside recycling bin, 18 gallon capacity, injection molded                                                                                                                               | <b>\$9.66</b>        | <b>100</b>         |
| RC21D40                               | <b>Otto Environmental Systems</b> One Cubic Yard Commercial Container: Plastic-steel hybrid "Triumph" model, 200 gallon capacity, commercial/industrial container, front load application, rotationally molded, dual hinged lid     | <b>\$767.80</b>      | <b>10</b>          |
| RC21D41                               | <b>Otto Environmental Systems</b> Three Cubic Yard Commercial Container: Plastic-steel hybrid "Triumph" model, 600 gallon capacity, commercial/industrial container, front load application, rotationally molded, dual hinged lid   | <b>\$1,264.00</b>    | <b>10</b>          |
| RC21D42                               | <b>Otto Environmental Systems</b> Four Cubic Yard Commercial Container: Plastic-steel hybrid "Triumph" model, 800 gallon capacity, commercial/industrial container, front load application, rotationally molded, dual hinged lid    | <b>\$1,682.00</b>    | <b>10</b>          |
| RC21D43                               | <b>Otto Environmental Systems</b> Six Cubic Yard Commercial Container: Plastic-steel hybrid "Triumph" model, 1,200 gallon capacity, commercial/industrial container, front load application, rotationally molded, dual hinged lid   | <b>\$1,682.00</b>    | <b>10</b>          |
| RC21D44                               | <b>Otto Environmental Systems</b> Eight Cubic Yard Commercial Container: Plastic-steel hybrid "Triumph" model, 1,600 gallon capacity, commercial/industrial container, front load application, rotationally molded, dual hinged lid | <b>\$1,965.70</b>    | <b>10</b>          |
| RC21D45                               | <b>Otto Environmental Systems</b> Two Cubic Yard Commercial Container: Plastic-steel hybrid "Triumph" model, 400 gallon capacity, commercial/industrial container, rear load application, rotationally molded, dual hinged lid      | <b>\$925.10</b>      | <b>10</b>          |
| RC21E28                               | <b>Otto Environmental Systems</b> MSD-95MO: 95 gallon capacity "Momentum" model residential rollout cart: universal dumping design, injection molded, rotating or integrally molded stop bar, 10" wheels                            | <b>\$51.99</b>       | <b>100</b>         |
| RC21E29                               | <b>Otto Environmental Systems</b> MSD-95M: 94 gallon capacity "Millennium" residential rollout cart: universal dumping design, injection molded, rotating steel stop bar, 10" wheels                                                | <b>\$51.99</b>       | <b>100</b>         |
| RC21E30                               | <b>Otto Environmental Systems</b> MSD-65E: 65 gallon capacity "Edge" model residential rollout cart: universal dumping design, injection molded, rotating or integrally molded stop bar, 10" wheels                                 | <b>\$48.36</b>       | <b>100</b>         |



|         |                                                                                                                                                                                                          |         |     |
|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|-----|
| RC21E31 | <b>Otto Environmental Systems</b> MSD-95E: 95 gallon capacity "Edge" model residential rollout cart: universal dumping design, injection molded, rotating or integrally molded stop bar, 10" wheels      | \$54.40 | 100 |
| RC21E84 | <b>Otto Environmental Systems</b> MSD-25E: 25 gallon capacity "Edge" model residential rollout cart: universal dumping design, injection molded, integrally molded stop bar, 8" wheels                   | \$36.26 | 100 |
| RC21E85 | <b>Otto Environmental Systems</b> MSD-45E: 45 gallon capacity "Edge" model residential rollout cart: universal dumping design, injection molded, integrally molded stop bar, 8" wheels                   | \$42.31 | 100 |
| RC21E89 | <b>Otto Environmental Systems</b> MSD-35E: 35 gallon capacity "Edge" model residential rollout cart: universal dumping design, injection molded, integrally molded stop bar, 8" wheels                   | \$38.89 | 100 |
|         | <b>F. Lifters</b>                                                                                                                                                                                        |         |     |
| RC21F21 | <b>Otto Environmental Systems</b> MSD-95MO: 95 gallon capacity "Momentum" model residential rollout cart: universal dumping design, injection molded, rotating or integrally molded stop bar, 10" wheels | \$51.99 | 100 |
| RC21F22 | <b>Otto Environmental Systems</b> MSD-95M: 94 gallon capacity "Millennium" residential rollout cart: universal dumping design, injection molded, rotating steel stop bar, 10" wheels                     | \$51.99 | 100 |
| RC21F23 | <b>Otto Environmental Systems</b> MSD-65E: 65 gallon capacity "Edge" model residential rollout cart: universal dumping design, injection molded, rotating or integrally molded stop bar, 10" wheels      | \$48.36 | 100 |
| RC21F24 | <b>Otto Environmental Systems</b> MSD-95E: 95 gallon capacity "Edge" model residential rollout cart: universal dumping design, injection molded, rotating or integrally molded stop bar, 10" wheels      | \$54.40 | 100 |
| RC21G94 | <b>Otto Environmental Systems</b> TR Lid: One piece design, snap-on hinged lid compatible with 95 Toter EVR and EVR II carts                                                                             | \$16.34 | 100 |
| RC21G95 | <b>Otto Environmental Systems</b> MSD-25E: 25 gallon capacity "Edge" model residential rollout cart (organic)                                                                                            | \$36.26 | 100 |
| RC21G96 | <b>Otto Environmental Systems</b> MSD-45E: 45 gallon capacity "Edge" model residential rollout cart                                                                                                      | \$42.31 | 100 |
| RC21G97 | <b>Otto Environmental Systems</b> MSD-65E: 65 gallon capacity "Edge" model residential rollout cart: universal dumping design, injection molded, rotating or integrally molded stop bar, 10" wheels      | \$48.36 | 100 |

|          |                                                                                                                                                                                                          |                |     |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-----|
| RC21G98  | <b>Otto Environmental Systems</b> MSD-95MO: 95 gallon capacity "Momentum" model residential rollout cart: universal dumping design, injection molded, rotating or integrally molded stop bar, 10" wheels | <b>\$51.99</b> | 100 |
| RC21G99  | <b>Otto Environmental Systems</b> MSD-95E: 95 gallon capacity "Edge" model residential rollout cart: universal dumping design, injection molded, rotating or integrally molded stop bar, 10" wheels      | <b>\$54.40</b> | 100 |
| RC21G100 | <b>Otto Environmental Systems</b> MSD-95M: 95 gallon capacity "Millennium" residential rollout cart: universal dumping design, injection molded, rotating steel stop bar, 10" wheels                     | <b>\$51.99</b> | 100 |

| <b>FORM E- PUBLISHED OPTIONS</b> |                                                                                   | <b>Procurement No.: RC01-21</b> |
|----------------------------------|-----------------------------------------------------------------------------------|---------------------------------|
| <b>Offeror Name:</b>             | <b>Duramax Holdings LLC dba: Otto Environmental Systems</b>                       |                                 |
| <b>H-GAC Product Code</b>        | <b>Item Description<br/>(Offeror may not change any description or add items)</b> | <b>Offered Price</b>            |
| NSC                              | Non-Standard Colors - minimum 500 containers                                      | \$2.20                          |
| ULOGO                            | Custom Hot Stamp Die - one time set up charge                                     | \$350.00                        |
| IML                              | In-Mold Labels<br>minimum 500 containers                                          | \$5.50                          |
| CFUSE                            | ColorFuse - maximum 3 colors - minimum 500 containers - \$250.00 set up charge    | \$3.30                          |
| SORW10                           | 8" Snap-on Rubber Wheel                                                           | \$5.50                          |
| SORW10                           | 10" Snap-on Rubber Wheel                                                          | \$6.60                          |

|           |                                                                                                                         |         |
|-----------|-------------------------------------------------------------------------------------------------------------------------|---------|
| SORW12    | 12" Snap-on Rubber Wheel                                                                                                | \$7.70  |
| IM10      | 10" Injection Molded Snap-on Wheel                                                                                      | \$5.50  |
| MB        | Metal lower lift bar                                                                                                    | \$3.30  |
| AXLE      | Axle                                                                                                                    | \$4.95  |
| LID 25/35 | Lid for 25 and 35 Gallon Containers                                                                                     | \$9.35  |
| LID45     | Lid for 45 Gallon Containers                                                                                            | \$11.55 |
| LID65/95  | Lid for 65 and 95 Gallon Containers                                                                                     | \$13.75 |
| HPINS     | Hinge Pins                                                                                                              | \$0.26  |
| FRT       | *Freight - Prepaid and add to all Otto products - freight calculated at \$5.00 per mile based on point of manufacturing | \$5.50  |
|           |                                                                                                                         |         |

Duramax Holdings LLC  
DBA Otto Environmental Systems  
12700 General Drive  
Charlotte, NC 28273



Quote: 24176

Page: 1/3

Brian Camp  
Billing Contact  
CITY OF CLERMONT  
3335 Hancock Rd  
Attn: Brian Camp  
Clermont FL 34711-5094

Dear Brian,

Thank you for allowing Otto Environmental Systems North America, Inc. the opportunity to present this quotation to CITY OF CLERMONT. Please let me know if you have any questions, and thank you for your interest.

Proposal Valid: January 29, 2024 - February 29, 2024

| Line                                                                                                                                                                          | Product                         | Description                             | Quantity           | Net Price          | Net Value     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|-----------------------------------------|--------------------|--------------------|---------------|
| 20                                                                                                                                                                            | 9786565-FI0OR000HH-CLERMONT0T01 | 95 Gal Mil Trash Cart<br>CLERMONT (SK)c | 840 Each           | 55.56 USD / 1 Each | 46,670.40 USD |
| List Price                                                                                                                                                                    |                                 |                                         | 55.56 USD / 1 Each | 46,670.40 USD      |               |
| Cart Style: 95 Gal Mil 10-Stack/Metal Bar/Bib/One Handle Cart<br>Base Color: 65 - Forest Green<br>Lid Color: 65 - Forest Green<br>Wheel: WHLIM10 - 10" WHEEL X .844 INJCT MLD |                                 |                                         |                    |                    |               |

Total Item Net Value 46,670.40 USD  
**Total 46,670.40 USD**

**Payment Terms:** 30 days net  
**Incoterms:** Free on Board (INTL), Destination  
**All Credit Card transactions are subject to a 2.5% processing fee.**

Orders containing premium colors may or may not include extended lead times.

Sincerely,

Cooper Van Ness

Cooper.VanNess@otto-usa.com

TRASH CANS

*Blng* 01-29-2024  
49634-55200

**Otto orders are assumed to ship when ready unless prior arrangements have been made via your Otto contact.**

In the absence of prior arrangements, storage fees may accrue and be invoiced for any items held more than 30 days from the date of completion of your order.

#### **Terms & Conditions for Quoted Freight**

**The quoted freight rate is for reference only and may change if shipping variables change before shipment. In the event of a change, the adjusted freight rate will be communicated ahead of shipment.**

**Fuel surcharges are subject to market fluctuation and actual surcharges invoiced by the carrier will be invoiced to the customer.**

**Quoted freight rates are based upon shipment of your order during regular shipment days (Monday - Friday). Should after hours, weekend, or holiday shipment be needed, additional fees will apply, and the corresponding freight rate will be communicated ahead of shipment.**

**Should you require weekend shipping, these freight rates will be quoted separately, as they are normally higher in cost than shipments during the regular workweek (Monday - Friday).**

**Quoted freight rates assume shipping of your order 48 hours from the time of order completion. Customer will be charged for shipment premiums requested by a customer before the minimum 48-hour notice.**

**Should a delivery address change before the shipment of your order, an adjusted freight rate will be communicated ahead of shipment. Should a delivery address change after the shipment of your order, a re-consignment fee will be charged once all updated charges are known by the carrier.**

**Detention Fees - If customer holds up driver at destination and carrier charges Otto detention fees (typically after 2 hours), customer will be invoiced the actual charge along with an administration fee.**

## TERMS AND CONDITIONS OF SALE

### TERMS AND CONDITIONS OF SALE

NOTICE: THE OFFER, ORDER ACKNOWLEDGEMENT, ORDER ACCEPTANCE, OR SALE OF ANY PRODUCTS DESCRIBED ON THE FRONT SIDE OF THIS DOCUMENT IS SUBJECT TO AND CONDITIONED UPON ACCEPTANCE OF THE TERMS CONTAINED IN THIS INSTRUMENT. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY PURCHASER ARE OBJECTED TO BY AND WILL NOT BE BINDING UPON OTTO ENVIRONMENTAL SYSTEMS NORTH AMERICA, LLC OR OCM SOLUTIONS, LLC (AS THE CASE MAY BE) ("OTTO") UNLESS SPECIFICALLY ASSENTED TO IN WRITING BY OTTO. UNLESS EXPLICITLY OBJECTED TO BY PURCHASER IN WRITING RECEIVED BY OTTO WITHIN FIVE (5) BUSINESS DAYS, THESE TERMS AND CONDITIONS OF SALE SHALL APPLY TO THIS OFFER, ORDER OF ACKNOWLEDGEMENT, ORDER ACCEPTANCE, OR SALE, WHETHER OR NOT THEY APPLIED TO A PRIOR PURCHASE BY PURCHASER. AS USED IN THESE TERMS AND CONDITIONS OF SALE, "PRODUCTS" MEANS THOSE PRODUCTS SET FORTH ON THE FRONT SIDE OF THIS DOCUMENT.

1. **ACCEPTANCE.** All orders received by Otto are subject to final acceptance or confirmation by Otto and no terms or orders are binding upon Otto until so accepted.
2. **DELIVERIES.** Unless otherwise specified by Otto in writing, all deliveries are F.O.B. Otto's place of business (UCC Terms). All deliveries shall be made via common carrier or some other reasonable means chosen by Otto. All risk of loss to Products sold shall pass to Purchaser upon delivery by Otto of such Products to a common carrier. Title to the Products shall remain with Otto until Purchaser pays the purchase price in full to Otto. Delivery is conditional on the timely receipt by Otto of documents necessary for the completion of the order, any down payment, and Purchaser's compliance with these terms and conditions. Delivery schedules represent Otto estimates only, and partial deliveries are permissible. Otto will use reasonable efforts to meet delivery schedules. Otto will not be liable for any delay in the performance of orders of contracts, or in the delivery or shipment of Products or for any damages suffered by Purchaser by reason of such delay. Delivery is subject to Purchaser maintaining credit satisfactory to Otto. Otto may suspend or delay performance or delivery at any time pending receipt of assurances, including full or partial prepayment or payment of any outstanding amounts owed, adequate to Otto in its discretion of Purchaser's ability to pay. Failure to provide such assurances shall entitle Otto to cancel this contract without further liability or obligation to Purchaser.
3. **RECEIVING DELAYS.** If for any reason Purchaser fails to accept delivery of any of the Products on the date set forth in the delivery schedules, or if Otto is unable to deliver the Products on such date because Purchaser has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Products shall pass to Purchaser and (ii) Otto, at its option, may store or arrange for a third party to store the Products until Purchaser picks them up, whereupon Purchaser shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
4. **PRICES.** Unless otherwise specified by Otto on the front side of this document, prices are quoted F.O.B. Otto's place of business (UCC Terms). Prices are subject to change by Otto without notice to Purchaser, and those prices set forth on the front side of this document will apply to the order. Prices do not include sales, use, excise, privilege, or any similar tax levied by any government, and Purchaser shall pay any such applicable tax. Upon the request of Otto, Purchaser shall provide Otto a tax exemption certificate acceptable to the appropriate taxing authorities.
5. **TERMS OF PAYMENT.** Unless otherwise specified by Otto on the front side of this document, the purchase price shall be due in full by Purchaser thirty (30) days of tender of delivery of the Products. Extension of credit, if any, may be changed or withdrawn by Otto at any time. Invoices not paid by their due date will be subject to carrying charges. Carrying charges shall accrue and be added to the unpaid balance in the amount of one and one-half percent (1-1/2%) per month of any overdue unpaid balance, or the maximum rate permitted by law, whichever is less. Purchaser shall reimburse Otto for the costs of collection, including, without limitation, reasonable attorneys' fees, of any overdue amount owed by Purchaser to Otto, and such collection costs shall also be subject to the carrying charges. Purchaser may not hold back or set off any amounts owed to Otto in satisfaction of any claims asserted by Purchaser against Otto.
6. **RETURNED GOODS AND CLAIMS.** Within ten (10) business days of delivery to Purchaser, Purchaser must give written notice to Otto of any claim by Purchaser based upon the condition, quantity, or grade of the Products sold or of any claimed nonconformity with the Purchaser's specifications, and the notice must indicate the basis of the claim in detail. Purchaser's failure to comply with this Paragraph shall constitute irrevocable acceptance by Purchaser of the Products delivered and shall bind Purchaser to pay to Otto the full price of such Products.
7. **CANCELLATION/CHANGES.** Purchaser may not cancel or change an order once placed with and accepted by Otto except with the prior written consent of Otto and upon terms that will indemnify Otto against any loss. Otto may correct mathematical or clerical errors.
8. **WARRANTY. OTTO IS SELLING TO PURCHASER THE PRODUCTS AND PURCHASER ACCEPTS THE PRODUCTS "AS IS," AND OTTO EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED CONDITIONS AND WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, CORRESPONDENCE WITH DESCRIPTION OR QUALITY, TITLE, QUIET POSSESSION AND NON-INFRINGEMENT.**

Descriptions, representations and other information concerning Products contained in Otto's catalogs, advertisements or other promotion materials or statements or representations made by Otto sales representatives or distributors shall not be binding upon Otto.

In no case shall Otto be liable for any special, incidental or consequential damages based upon breach of contract, negligence, strict liability, tort or any other legal theory, even if Otto is notified of the possibility of such damages. In all cases, Otto's maximum liability arising out of or relating to these Terms and Conditions and any Purchase Order, regardless of the legal theory, shall not exceed the contract price actually paid by Purchaser in respect of the Products supplied by Otto to which such liability relates. Otto shall not be liable for any loss, damage, detention or delay due directly or indirectly to causes beyond its reasonable control, such as acts of God, acts of Purchaser, acts of civil or military authority, fires, strikes, floods, epidemics, war, riot, delays in transportation, government restrictions or embargoes, or difficulties in obtaining necessary labor, materials, manufacturing facilities or transportation due to such causes.

9. **INDEMNIFICATION.** Purchaser will defend, indemnify and hold harmless Otto against all claims, losses, liabilities, damages and expenses on account of any damage to property or injury or death of persons caused by or arising out of or relating to Purchaser's (and/or any of Purchaser's employee's, agent's, affiliate's and customer's) distribution, storage, handling, use, or disposal of Products or caused by or arising out of: (i) any breach of contract by Purchaser; (ii) any tortious acts or omissions of Purchaser (and/or any of Purchaser's employees, agents, affiliates and customers); or (iii) any willful misconduct or any violation by Purchaser (and/or by any of Purchaser's employees, agents, affiliates and customers) of any applicable law, rule or regulation.

10. **SECURITY AGREEMENT.** Purchaser hereby grants to Otto a continuing purchase money security interest in all Products sold and/or delivered to it and to the proceeds thereof. Purchaser shall execute and deliver any financing statements and other documents that Otto may reasonably require for the perfection of Otto's security interest, and Purchaser hereby authorizes Otto to do all other acts reasonably necessary for the establishment, perfection, preservation, and enforcement of its security interest. Purchaser shall maintain adequate insurance against casualty, loss, fire, or theft of the Products for so long as the security interest is in effect.

11. **LIMITATIONS.** Any action by Purchaser under or relating to this Agreement or the Products sold must be commenced within one (1) year after such cause of action has accrued.

12. **GOVERNING LAW; JURISDICTION.** This Agreement, and any and all claims arising out of or related to this Agreement or any of the proposals, negotiations, communications or understandings regarding this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina ("North Carolina") applicable to contracts made entirely within and wholly performed in North Carolina, without regard to its choice of law provisions. Any claim, action, suit or other proceeding initiated under or in connection with these Terms and Conditions or any Purchase Order may be asserted, brought, prosecuted and maintained only in any federal or state court in the State of North Carolina having jurisdiction over the subject matter thereof, and the parties hereby waive any and all right to object to the laying of venue in any such court and to any right to claim that any such court may be an inconvenient forum. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

13. **CUMULATIVE REMEDIES; WAIVER.** Except where specifically stated to the contrary, all remedies available to the parties for breach of this Agreement under this Agreement, at law or in equity, are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies. No waiver by either party to this Agreement of any breach of any provision of this Agreement shall be deemed a course of conduct or a waiver of a subsequent breach of that or any other provision.

14. **ENTIRE AGREEMENT.** Otto and Purchaser acknowledge that these Terms and Conditions of Sale together with Otto's invoice, constitute the entire agreement between Otto and Purchaser with regard to the sale or transfer of the Products sold and supersede all prior oral or written statements of any kind made by the parties or their representative. These Terms and Conditions of Sale may not be amended, modified, or supplemented except by written agreement executed by Otto and Purchaser.

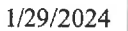
15. **SEVERABILITY.** If any portion of this Purchase Order is found by a court of competent jurisdiction to be invalid or unenforceable, this Purchase Order shall be construed in all respects as if the invalid or unenforceable portion had been omitted and all other portions are fully enforceable.

16. **ACCOUNT CREDITS.** In the event that the Purchaser is entitled to a credit because of a warranty claim or a price adjustment, Otto will honor the credit for a period of six (6) months from the date of the credit invoice. Any credits claimed after six (6) months will be deemed expired. Additionally, Otto will not provide cash for any claim for credit, but will only allow credits to be redeemed for product.

**AFFIRMATIVE ACTION.** This contractor and subcontractor shall abide by the requirements of 41 CFR § 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender

identity, national origin, protected veteran status or disability.









| <b>FORM D - OFFERED ITEMS PRICING</b><br><b>Procurement No.: RC01-21</b> |                                                                                                                                                                                                                                     |                      | <b>RC01-21</b>     |
|--------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|--------------------|
| <b>Offeror Name:</b>                                                     | <b>Duramax Holdings LLC dba: OTTO Environmental Systems</b>                                                                                                                                                                         |                      |                    |
| <b>H-GAC Product Code</b>                                                | <b>Item Description<br/>(Offeror may not change any description or add items)</b>                                                                                                                                                   | <b>Offered Price</b> | <b>Minimum Qty</b> |
|                                                                          | <b>A. Curbside Recycling Bins</b>                                                                                                                                                                                                   |                      |                    |
| RC21A78                                                                  | <b>Otto Environmental Systems RC-18:</b> curbside recycling bin, 18 gallon capacity, injection molded                                                                                                                               | <b>\$9.66</b>        | 100                |
| RC21D40                                                                  | <b>Otto Environmental Systems One Cubic Yard Commercial Container:</b> Plastic-steel hybrid "Triumph" model, 200 gallon capacity, commercial/industrial container, front load application, rotationally molded, dual hinged lid     | <b>\$767.80</b>      | 10                 |
| RC21D41                                                                  | <b>Otto Environmental Systems Three Cubic Yard Commercial Container:</b> Plastic-steel hybrid "Triumph" model, 600 gallon capacity, commercial/industrial container, front load application, rotationally molded, dual hinged lid   | <b>\$1,264.00</b>    | 10                 |
| RC21D42                                                                  | <b>Otto Environmental Systems Four Cubic Yard Commercial Container:</b> Plastic-steel hybrid "Triumph" model, 800 gallon capacity, commercial/industrial container, front load application, rotationally molded, dual hinged lid    | <b>\$1,682.00</b>    | 10                 |
| RC21D43                                                                  | <b>Otto Environmental Systems Six Cubic Yard Commercial Container:</b> Plastic-steel hybrid "Triumph" model, 1,200 gallon capacity, commercial/industrial container, front load application, rotationally molded, dual hinged lid   | <b>\$1,682.00</b>    | 10                 |
| RC21D44                                                                  | <b>Otto Environmental Systems Eight Cubic Yard Commercial Container:</b> Plastic-steel hybrid "Triumph" model, 1,600 gallon capacity, commercial/industrial container, front load application, rotationally molded, dual hinged lid | <b>\$1,965.70</b>    | 10                 |
| RC21D45                                                                  | <b>Otto Environmental Systems Two Cubic Yard Commercial Container:</b> Plastic-steel hybrid "Triumph" model, 400 gallon capacity, commercial/industrial container, rear load application, rotationally molded, dual hinged lid      | <b>\$925.10</b>      | 10                 |
| RC21E28                                                                  | <b>Otto Environmental Systems MSD-95MO:</b> 95 gallon capacity "Momentum" model residential rollout cart: universal dumping design, injection molded, rotating or integrally molded stop bar, 10" wheels                            | <b>\$51.99</b>       | 100                |
| RC21E29                                                                  | <b>Otto Environmental Systems MSD-95M:</b> 94 gallon capacity "Millennium" residential rollout cart: universal dumping design, injection molded, rotating steel stop bar, 10" wheels                                                | <b>\$51.99</b>       | 100                |
| RC21E30                                                                  | <b>Otto Environmental Systems MSD-65E:</b> 65 gallon capacity "Edge" model residential rollout cart: universal dumping design, injection molded, rotating or integrally molded stop bar, 10" wheels                                 | <b>\$48.36</b>       | 100                |

|                   |                                                                                                                                                                                                          |         |     |
|-------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|-----|
| RC21E31           | <b>Otto Environmental Systems MSD-95E:</b> 95 gallon capacity "Edge" model residential rollout cart: universal dumping design, injection molded, rotating or integrally molded stop bar, 10" wheels      | \$54.40 | 100 |
| RC21E84           | <b>Otto Environmental Systems MSD-25E:</b> 25 gallon capacity "Edge" model residential rollout cart: universal dumping design, injection molded, integrally molded stop bar, 8" wheels                   | \$36.26 | 100 |
| RC21E85           | <b>Otto Environmental Systems MSD-45E:</b> 45 gallon capacity "Edge" model residential rollout cart: universal dumping design, injection molded, integrally molded stop bar, 8" wheels                   | \$42.31 | 100 |
| RC21E89           | <b>Otto Environmental Systems MSD-35E:</b> 35 gallon capacity "Edge" model residential rollout cart: universal dumping design, injection molded, integrally molded stop bar, 8" wheels                   | \$38.89 | 100 |
| <b>F. Lifters</b> |                                                                                                                                                                                                          |         |     |
| RC21F21           | <b>Otto Environmental Systems MSD-95MO:</b> 95 gallon capacity "Momentum" model residential rollout cart: universal dumping design, injection molded, rotating or integrally molded stop bar, 10" wheels | \$51.99 | 100 |
| RC21F22           | <b>Otto Environmental Systems MSD-95M:</b> 94 gallon capacity "Millennium" residential rollout cart: universal dumping design, injection molded, rotating steel stop bar, 10" wheels                     | \$51.99 | 100 |
| RC21F23           | <b>Otto Environmental Systems MSD-65E:</b> 65 gallon capacity "Edge" model residential rollout cart: universal dumping design, injection molded, rotating or integrally molded stop bar, 10" wheels      | \$48.36 | 100 |
| RC21F24           | <b>Otto Environmental Systems MSD-95E:</b> 95 gallon capacity "Edge" model residential rollout cart: universal dumping design, injection molded, rotating or integrally molded stop bar, 10" wheels      | \$54.40 | 100 |
| RC21G94           | <b>Otto Environmental Systems TR Lid:</b> One piece design, snap-on hinged lid compatible with 95 Toter EVR and EVR II carts                                                                             | \$16.34 | 100 |
| RC21G95           | <b>Otto Environmental Systems MSD-25E:</b> 25 gallon capacity "Edge" model residential rollout cart (organic)                                                                                            | \$36.26 | 100 |
| RC21G96           | <b>Otto Environmental Systems MSD-45E:</b> 45 gallon capacity "Edge" model residential rollout cart                                                                                                      | \$42.31 | 100 |
| RC21G97           | <b>Otto Environmental Systems MSD-65E:</b> 65 gallon capacity "Edge" model residential rollout cart: universal dumping design, injection molded, rotating or integrally molded stop bar, 10" wheels      | \$48.36 | 100 |

|          |                                                                                                                                                                                                          |                |     |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-----|
| RC21G98  | <b>Otto Environmental Systems</b> MSD-95MO: 95 gallon capacity "Momentum" model residential rollout cart: universal dumping design, injection molded, rotating or integrally molded stop bar, 10" wheels | <b>\$51.99</b> | 100 |
| RC21G99  | <b>Otto Environmental Systems</b> MSD-95E: 95 gallon capacity "Edge" model residential rollout cart: universal dumping design, injection molded, rotating or integrally molded stop bar, 10" wheels      | <b>\$54.40</b> | 100 |
| RC21G100 | <b>Otto Environmental Systems</b> MSD-95M: 95 gallon capacity "Millennium" residential rollout cart: universal dumping design, injection molded, rotating steel stop bar, 10" wheels                     | <b>\$51.99</b> | 100 |

| FORM E- PUBLISHED OPTIONS |                                                                                   | Procurement No.: RC01-21 |
|---------------------------|-----------------------------------------------------------------------------------|--------------------------|
| <b>Offeror Name:</b>      | <b>Duramax Holdings LLC dba: Otto Environmental Systems</b>                       |                          |
| <b>H-GAC Product Code</b> | <b>Item Description<br/>(Offeror may not change any description or add items)</b> | <b>Offered Price</b>     |
| NSC                       | Non-Standard Colors - minimum 500 containers                                      | \$2.20                   |
| ULOGO                     | Custom Hot Stamp Die - one time set up charge                                     | \$350.00                 |
| IML                       | In-Mold Labels<br>minimum 500 containers                                          | \$5.50                   |
| CFUSE                     | ColorFuse - maximum 3 colors - minimum 500 containers - \$250.00 set up charge    | \$3.30                   |
| SORW10                    | 8" Snap-on Rubber Wheel                                                           | \$5.50                   |
| SORW10                    | 10" Snap-on Rubber Wheel                                                          | \$6.60                   |

|           |                                                                                                                         |         |
|-----------|-------------------------------------------------------------------------------------------------------------------------|---------|
| SORW12    | 12" Snap-on Rubber Wheel                                                                                                | \$7.70  |
| IM10      | 10" Injection Molded Snap-on Wheel                                                                                      | \$5.50  |
| MB        | Metal lower lift bar                                                                                                    | \$3.30  |
| AXLE      | Axle                                                                                                                    | \$4.95  |
| LID 25/35 | Lid for 25 and 35 Gallon Containers                                                                                     | \$9.35  |
| LID45     | Lid for 45 Gallon Containers                                                                                            | \$11.55 |
| LID65/95  | Lid for 65 and 95 Gallon Containers                                                                                     | \$13.75 |
| HPINS     | Hinge Pins                                                                                                              | \$0.26  |
| FRT       | *Freight - Prepaid and add to all Otto products - freight calculated at \$5.50 per mile based on point of manufacturing | \$5.50  |
|           |                                                                                                                         |         |

Duramax Holdings LLC  
DBA Otto Environmental Systems  
12700 General Drive  
Charlotte, NC 28273



Quote: 24175

Page: 1/3

Brian Camp  
Billing Contact  
CITY OF CLERMONT  
3335 Hancock Rd  
Attn: Brian Camp  
Clermont FL 34711-5094

Dear Brian,

Thank you for allowing Otto Environmental Systems North America, Inc. the opportunity to present this quotation to CITY OF CLERMONT. Please let me know if you have any questions, and thank you for your interest.

Proposal Valid: January 29, 2024 - February 29, 2024

| Line       | Product                         | Description                            | Quantity           | Net Price          | Net Value     |
|------------|---------------------------------|----------------------------------------|--------------------|--------------------|---------------|
| 10         | 9786572-F10OC000HH-CLERMONT0R01 | 95 Gal Mil Recycle Cart CLERMONT0 (SK) | 280 Each           | 55.56 USD / 1 Each | 15,556.80 USD |
| List Price |                                 |                                        | 55.56 USD / 1 Each |                    | 15,556.80 USD |

Total Item Net Value 15,556.80 USD  
**Total 15,556.80 USD**

**Payment Terms:** 30 days net

**Incoterms:** Free on Board (INTL), Clermont, FL 34711

**All Credit Card transactions are subject to a 2.5% processing fee.**

Orders containing premium colors may or may not include extended lead times.

Sincerely,

Cooper Van Ness

Cooper.VanNess@otto-usa.com

RECYCLING CANS

*B. Van Ness* 01-29-2024  
49534-55200

**Otto orders are assumed to ship when ready unless prior arrangements have been made via your Otto contact.**

In the absence of prior arrangements, storage fees may accrue and be invoiced for any items held more than 30 days from the date of completion of your order.

#### **Terms & Conditions for Quoted Freight**

**The quoted freight rate is for reference only and may change if shipping variables change before shipment. In the event of a change, the adjusted freight rate will be communicated ahead of shipment.**

**Fuel surcharges are subject to market fluctuation and actual surcharges invoiced by the carrier will be invoiced to the customer.**

**Quoted freight rates are based upon shipment of your order during regular shipment days (Monday - Friday). Should after hours, weekend, or holiday shipment be needed, additional fees will apply, and the corresponding freight rate will be communicated ahead of shipment.**

**Should you require weekend shipping, these freight rates will be quoted separately, as they are normally higher in cost than shipments during the regular workweek (Monday - Friday).**

**Quoted freight rates assume shipping of your order 48 hours from the time of order completion. Customer will be charged for shipment premiums requested by a customer before the minimum 48-hour notice.**

**Should a delivery address change before the shipment of your order, an adjusted freight rate will be communicated ahead of shipment. Should a delivery address change after the shipment of your order, a re-consignment fee will be charged once all updated charges are known by the carrier.**

**Detention Fees - If customer holds up driver at destination and carrier charges Otto detention fees (typically after 2 hours), customer will be invoiced the actual charge along with an administration fee.**

## TERMS AND CONDITIONS OF SALE

### TERMS AND CONDITIONS OF SALE

NOTICE: THE OFFER, ORDER ACKNOWLEDGEMENT, ORDER ACCEPTANCE, OR SALE OF ANY PRODUCTS DESCRIBED ON THE FRONT SIDE OF THIS DOCUMENT IS SUBJECT TO AND CONDITIONED UPON ACCEPTANCE OF THE TERMS CONTAINED IN THIS INSTRUMENT. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY PURCHASER ARE OBJECTED TO BY AND WILL NOT BE BINDING UPON OTTO ENVIRONMENTAL SYSTEMS NORTH AMERICA, LLC OR OCM SOLUTIONS, LLC (AS THE CASE MAY BE) ("OTTO") UNLESS SPECIFICALLY ASSENTED TO IN WRITING BY OTTO. UNLESS EXPLICITLY OBJECTED TO BY PURCHASER IN WRITING RECEIVED BY OTTO WITHIN FIVE (5) BUSINESS DAYS, THESE TERMS AND CONDITIONS OF SALE SHALL APPLY TO THIS OFFER, ORDER OF ACKNOWLEDGEMENT, ORDER ACCEPTANCE, OR SALE, WHETHER OR NOT THEY APPLIED TO A PRIOR PURCHASE BY PURCHASER. AS USED IN THESE TERMS AND CONDITIONS OF SALE, "PRODUCTS" MEANS THOSE PRODUCTS SET FORTH ON THE FRONT SIDE OF THIS DOCUMENT.

1. **ACCEPTANCE.** All orders received by Otto are subject to final acceptance or confirmation by Otto and no terms or orders are binding upon Otto until so accepted.
2. **DELIVERIES.** Unless otherwise specified by Otto in writing, all deliveries are F.O.B. Otto's place of business (UCC Terms). All deliveries shall be made via common carrier or some other reasonable means chosen by Otto. All risk of loss to Products sold shall pass to Purchaser upon delivery by Otto of such Products to a common carrier. Title to the Products shall remain with Otto until Purchaser pays the purchase price in full to Otto. Delivery is conditional on the timely receipt by Otto of documents necessary for the completion of the order, any down payment, and Purchaser's compliance with these terms and conditions. Delivery schedules represent Otto estimates only, and partial deliveries are permissible. Otto will use reasonable efforts to meet delivery schedules. Otto will not be liable for any delay in the performance of orders of contracts, or in the delivery or shipment of Products or for any damages suffered by Purchaser by reason of such delay. Delivery is subject to Purchaser maintaining credit satisfactory to Otto. Otto may suspend or delay performance or delivery at any time pending receipt of assurances, including full or partial prepayment or payment of any outstanding amounts owed, adequate to Otto in its discretion of Purchaser's ability to pay. Failure to provide such assurances shall entitle Otto to cancel this contract without further liability or obligation to Purchaser.
3. **RECEIVING DELAYS.** If for any reason Purchaser fails to accept delivery of any of the Products on the date set forth in the delivery schedules, or if Otto is unable to deliver the Products on such date because Purchaser has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Products shall pass to Purchaser and (ii) Otto, at its option, may store or arrange for a third party to store the Products until Purchaser picks them up, whereupon Purchaser shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
4. **PRICES.** Unless otherwise specified by Otto on the front side of this document, prices are quoted F.O.B. Otto's place of business (UCC Terms). Prices are subject to change by Otto without notice to Purchaser, and those prices set forth on the front side of this document will apply to the order. Prices do not include sales, use, excise, privilege, or any similar tax levied by any government, and Purchaser shall pay any such applicable tax. Upon the request of Otto, Purchaser shall provide Otto a tax exemption certificate acceptable to the appropriate taxing authorities.
5. **TERMS OF PAYMENT.** Unless otherwise specified by Otto on the front side of this document, the purchase price shall be due in full by Purchaser thirty (30) days of tender of delivery of the Products. Extension of credit, if any, may be changed or withdrawn by Otto at any time. Invoices not paid by their due date will be subject to carrying charges. Carrying charges shall accrue and be added to the unpaid balance in the amount of one and one-half percent (1-1/2%) per month of any overdue unpaid balance, or the maximum rate permitted by law, whichever is less. Purchaser shall reimburse Otto for the costs of collection, including, without limitation, reasonable attorneys' fees, of any overdue amount owed by Purchaser to Otto, and such collection costs shall also be subject to the carrying charges. Purchaser may not hold back or set off any amounts owed to Otto in satisfaction of any claims asserted by Purchaser against Otto.
6. **RETURNED GOODS AND CLAIMS.** Within ten (10) business days of delivery to Purchaser, Purchaser must give written notice to Otto of any claim by Purchaser based upon the condition, quantity, or grade of the Products sold or of any claimed nonconformity with the Purchaser's specifications, and the notice must indicate the basis of the claim in detail. Purchaser's failure to comply with this Paragraph shall constitute irrevocable acceptance by Purchaser of the Products delivered and shall bind Purchaser to pay to Otto the full price of such Products.
7. **CANCELLATION/CHANGES.** Purchaser may not cancel or change an order once placed with and accepted by Otto except with the prior written consent of Otto and upon terms that will indemnify Otto against any loss. Otto may correct mathematical or clerical errors.
8. **WARRANTY. OTTO IS SELLING TO PURCHASER THE PRODUCTS AND PURCHASER ACCEPTS THE PRODUCTS "AS IS," AND OTTO EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED CONDITIONS AND WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, CORRESPONDENCE WITH DESCRIPTION OR QUALITY, TITLE, QUIET POSSESSION AND NON-INFRINGEMENT.**

Descriptions, representations and other information concerning Products contained in Otto's catalogs, advertisements or other promotion materials or statements or representations made by Otto sales representatives or distributors shall not be binding upon Otto.

In no case shall Otto be liable for any special, incidental or consequential damages based upon breach of contract, negligence, strict liability, tort or any other legal theory, even if Otto is notified of the possibility of such damages. In all cases, Otto's maximum liability arising out of or relating to these Terms and Conditions and any Purchase Order, regardless of the legal theory, shall not exceed the contract price actually paid by Purchaser in respect of the Products supplied by Otto to which such liability relates. Otto shall not be liable for any loss, damage, detention or delay due directly or indirectly to causes beyond its reasonable control, such as acts of God, acts of Purchaser, acts of civil or military authority, fires, strikes, floods, epidemics, war, riot, delays in transportation, government restrictions or embargoes, or difficulties in obtaining necessary labor, materials, manufacturing facilities or transportation due to such causes.

9. **INDEMNIFICATION.** Purchaser will defend, indemnify and hold harmless Otto against all claims, losses, liabilities, damages and expenses on account of any damage to property or injury or death of persons caused by or arising out of or relating to Purchaser's (and/or any of Purchaser's employee's, agent's, affiliate's and customer's) distribution, storage, handling, use, or disposal of Products or caused by or arising out of: (i) any breach of contract by Purchaser; (ii) any tortious acts or omissions of Purchaser (and/or any of Purchaser's employees, agents, affiliates and customers); or (iii) any willful misconduct or any violation by Purchaser (and/or by any of Purchaser's employees, agents, affiliates and customers) of any applicable law, rule or regulation.

10. **SECURITY AGREEMENT.** Purchaser hereby grants to Otto a continuing purchase money security interest in all Products sold and/or delivered to it and to the proceeds thereof. Purchaser shall execute and deliver any financing statements and other documents that Otto may reasonably require for the perfection of Otto's security interest, and Purchaser hereby authorizes Otto to do all other acts reasonably necessary for the establishment, perfection, preservation, and enforcement of its security interest. Purchaser shall maintain adequate insurance against casualty, loss, fire, or theft of the Products for so long as the security interest is in effect.

11. **LIMITATIONS.** Any action by Purchaser under or relating to this Agreement or the Products sold must be commenced within one (1) year after such cause of action has accrued.

12. **GOVERNING LAW; JURISDICTION.** This Agreement, and any and all claims arising out of or related to this Agreement or any of the proposals, negotiations, communications or understandings regarding this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina ("North Carolina") applicable to contracts made entirely within and wholly performed in North Carolina, without regard to its choice of law provisions. Any claim, action, suit or other proceeding initiated under or in connection with these Terms and Conditions or any Purchase Order may be asserted, brought, prosecuted and maintained only in any federal or state court in the State of North Carolina having jurisdiction over the subject matter thereof, and the parties hereby waive any and all right to object to the laying of venue in any such court and to any right to claim that any such court may be an inconvenient forum. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

13. **CUMULATIVE REMEDIES; WAIVER.** Except where specifically stated to the contrary, all remedies available to the parties for breach of this Agreement under this Agreement, at law or in equity, are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies. No waiver by either party to this Agreement of any breach of any provision of this Agreement shall be deemed a course of conduct or a waiver of a subsequent breach of that or any other provision.

14. **ENTIRE AGREEMENT.** Otto and Purchaser acknowledge that these Terms and Conditions of Sale together with Otto's invoice, constitute the entire agreement between Otto and Purchaser with regard to the sale or transfer of the Products sold and supersede all prior oral or written statements of any kind made by the parties or their representative. These Terms and Conditions of Sale may not be amended, modified, or supplemented except by written agreement executed by Otto and Purchaser.

15. **SEVERABILITY.** If any portion of this Purchase Order is found by a court of competent jurisdiction to be invalid or unenforceable, this Purchase Order shall be construed in all respects as if the invalid or unenforceable portion had been omitted and all other portions are fully enforceable.

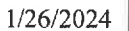
16. **ACCOUNT CREDITS.** In the event that the Purchaser is entitled to a credit because of a warranty claim or a price adjustment, Otto will honor the credit for a period of six (6) months from the date of the credit invoice. Any credits claimed after six (6) months will be deemed expired. Additionally, Otto will not provide cash for any claim for credit, but will only allow credits to be redeemed for product.

**AFFIRMATIVE ACTION.** This contractor and subcontractor shall abide by the requirements of 41 CFR § 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender

identity, national origin, protected veteran status or disability.









| <b>FORM D - OFFERED ITEMS PRICING</b> |                                                                                                                                                                                                                                     |                      |                    |
|---------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|--------------------|
| <b>Procurement No.: RC01-21</b>       |                                                                                                                                                                                                                                     |                      | <b>RC01-21</b>     |
| <b>Offeror Name:</b>                  | <b>Duramax Holdings LLC dba: OTTO Environmental Systems</b>                                                                                                                                                                         |                      |                    |
| <b>H-GAC Product Code</b>             | <b>Item Description<br/>(Offeror may not change any description or add items)</b>                                                                                                                                                   | <b>Offered Price</b> | <b>Minimum Qty</b> |
|                                       | <b>A. Curbside Recycling Bins</b>                                                                                                                                                                                                   |                      |                    |
| RC21A78                               | <b>Otto Environmental Systems</b> RC-18: curbside recycling bin, 18 gallon capacity, injection molded                                                                                                                               |                      |                    |
|                                       |                                                                                                                                                                                                                                     | <b>\$9.66</b>        | 100                |
| RC21D40                               | <b>Otto Environmental Systems</b> One Cubic Yard Commercial Container: Plastic-steel hybrid "Triumph" model, 200 gallon capacity, commercial/industrial container, front load application, rotationally molded, dual hinged lid     |                      |                    |
|                                       |                                                                                                                                                                                                                                     | <b>\$767.80</b>      | 10                 |
| RC21D41                               | <b>Otto Environmental Systems</b> Three Cubic Yard Commercial Container: Plastic-steel hybrid "Triumph" model, 600 gallon capacity, commercial/industrial container, front load application, rotationally molded, dual hinged lid   |                      |                    |
|                                       |                                                                                                                                                                                                                                     | <b>\$1,264.00</b>    | 10                 |
| RC21D42                               | <b>Otto Environmental Systems</b> Four Cubic Yard Commercial Container: Plastic-steel hybrid "Triumph" model, 800 gallon capacity, commercial/industrial container, front load application, rotationally molded, dual hinged lid    |                      |                    |
|                                       |                                                                                                                                                                                                                                     | <b>\$1,682.00</b>    | 10                 |
| RC21D43                               | <b>Otto Environmental Systems</b> Six Cubic Yard Commercial Container: Plastic-steel hybrid "Triumph" model, 1,200 gallon capacity, commercial/industrial container, front load application, rotationally molded, dual hinged lid   |                      |                    |
|                                       |                                                                                                                                                                                                                                     | <b>\$1,682.00</b>    | 10                 |
| RC21D44                               | <b>Otto Environmental Systems</b> Eight Cubic Yard Commercial Container: Plastic-steel hybrid "Triumph" model, 1,600 gallon capacity, commercial/industrial container, front load application, rotationally molded, dual hinged lid |                      |                    |
|                                       |                                                                                                                                                                                                                                     | <b>\$1,965.70</b>    | 10                 |
| RC21D45                               | <b>Otto Environmental Systems</b> Two Cubic Yard Commercial Container: Plastic-steel hybrid "Triumph" model, 400 gallon capacity, commercial/industrial container, rear load application, rotationally molded, dual hinged lid      |                      |                    |
|                                       |                                                                                                                                                                                                                                     | <b>\$925.10</b>      | 10                 |
| RC21E28                               | <b>Otto Environmental Systems</b> MSD-95MO: 95 gallon capacity "Momentum" model residential rollout cart: universal dumping design, injection molded, rotating or integrally molded stop bar, 10" wheels                            |                      |                    |
|                                       |                                                                                                                                                                                                                                     | <b>\$51.99</b>       | 100                |
| RC21E29                               | <b>Otto Environmental Systems</b> MSD-95M: 94 gallon capacity "Millennium" residential rollout cart: universal dumping design, injection molded, rotating steel stop bar, 10" wheels                                                |                      |                    |
|                                       |                                                                                                                                                                                                                                     | <b>\$51.99</b>       | 100                |
| RC21E30                               | <b>Otto Environmental Systems</b> MSD-65E: 65 gallon capacity "Edge" model residential rollout cart: universal dumping design, injection molded, rotating or integrally molded stop bar, 10" wheels                                 |                      |                    |
|                                       |                                                                                                                                                                                                                                     | <b>\$48.36</b>       | 100                |

|                   |                                                                                                                                                                                                          |                |     |
|-------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-----|
| RC21E31           | <b>Otto Environmental Systems</b> MSD-95E: 95 gallon capacity "Edge" model residential rollout cart: universal dumping design, injection molded, rotating or integrally molded stop bar, 10" wheels      | <b>\$54.40</b> | 100 |
| RC21E84           | <b>Otto Environmental Systems</b> MSD-25E: 25 gallon capacity "Edge" model residential rollout cart: universal dumping design, injection molded, integrally molded stop bar, 8" wheels                   | <b>\$36.26</b> | 100 |
| RC21E85           | <b>Otto Environmental Systems</b> MSD-45E: 45 gallon capacity "Edge" model residential rollout cart: universal dumping design, injection molded, integrally molded stop bar, 8" wheels                   | <b>\$42.31</b> | 100 |
| RC21E89           | <b>Otto Environmental Systems</b> MSD-35E: 35 gallon capacity "Edge" model residential rollout cart: universal dumping design, injection molded, integrally molded stop bar, 8" wheels                   | <b>\$38.89</b> | 100 |
| <b>F. Lifters</b> |                                                                                                                                                                                                          |                |     |
| RC21F21           | <b>Otto Environmental Systems</b> MSD-95MO: 95 gallon capacity "Momentum" model residential rollout cart: universal dumping design, injection molded, rotating or integrally molded stop bar, 10" wheels | <b>\$51.99</b> | 100 |
| RC21F22           | <b>Otto Environmental Systems</b> MSD-95M: 94 gallon capacity "Millennium" residential rollout cart: universal dumping design, injection molded, rotating steel stop bar, 10" wheels                     | <b>\$51.99</b> | 100 |
| RC21F23           | <b>Otto Environmental Systems</b> MSD-65E: 65 gallon capacity "Edge" model residential rollout cart: universal dumping design, injection molded, rotating or integrally molded stop bar, 10" wheels      | <b>\$48.36</b> | 100 |
| RC21F24           | <b>Otto Environmental Systems</b> MSD-95E: 95 gallon capacity "Edge" model residential rollout cart: universal dumping design, injection molded, rotating or integrally molded stop bar, 10" wheels      | <b>\$54.40</b> | 100 |
| RC21G94           | <b>Otto Environmental Systems</b> TR Lid: One piece design, snap-on hinged lid compatible with 95 Toter EVR and EVR II carts                                                                             | <b>\$16.34</b> | 100 |
| RC21G95           | <b>Otto Environmental Systems</b> MSD-25E: 25 gallon capacity "Edge" model residential rollout cart (organic)                                                                                            | <b>\$36.26</b> | 100 |
| RC21G96           | <b>Otto Environmental Systems</b> MSD-45E: 45 gallon capacity "Edge" model residential rollout cart                                                                                                      | <b>\$42.31</b> | 100 |
| RC21G97           | <b>Otto Environmental Systems</b> MSD-65E: 65 gallon capacity "Edge" model residential rollout cart: universal dumping design, injection molded, rotating or integrally molded stop bar, 10" wheels      | <b>\$48.36</b> | 100 |

|          |                                                                                                                                                                                                          |                |     |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-----|
| RC21G98  | <b>Otto Environmental Systems</b> MSD-95MO: 95 gallon capacity "Momentum" model residential rollout cart: universal dumping design, injection molded, rotating or integrally molded stop bar, 10" wheels | <b>\$51.99</b> | 100 |
| RC21G99  | <b>Otto Environmental Systems</b> MSD-95E: 95 gallon capacity "Edge" model residential rollout cart: universal dumping design, injection molded, rotating or integrally molded stop bar, 10" wheels      | <b>\$54.40</b> | 100 |
| RC21G100 | <b>Otto Environmental Systems</b> MSD-95M: 95 gallon capacity "Millennium" residential rollout cart: universal dumping design, injection molded, rotating steel stop bar, 10" wheels                     | <b>\$51.99</b> | 100 |

| FORM E- PUBLISHED OPTIONS |                                                                                   | Procurement No.: RC01-21 |
|---------------------------|-----------------------------------------------------------------------------------|--------------------------|
| <b>Offeror Name:</b>      | <b>Duramax Holdings LLC dba: Otto Environmental Systems</b>                       |                          |
| <b>H-GAC Product Code</b> | <b>Item Description<br/>(Offeror may not change any description or add items)</b> | <b>Offered Price</b>     |
| NSC                       | Non-Standard Colors - minimum 500 containers                                      | \$2.20                   |
| ULOGO                     | Custom Hot Stamp Die - one time set up charge                                     | \$350.00                 |
| IML                       | In-Mold Labels<br>minimum 500 containers                                          | \$5.50                   |
| CFUSE                     | ColorFuse - maximum 3 colors - minimum 500 containers - \$250.00 set up charge    | \$3.30                   |
| SORW10                    | 8" Snap-on Rubber Wheel                                                           | \$5.50                   |
| SORW10                    | 10" Snap-on Rubber Wheel                                                          | \$6.60                   |

|           |                                                                                                                         |         |
|-----------|-------------------------------------------------------------------------------------------------------------------------|---------|
| SORW12    | 12" Snap-on Rubber Wheel                                                                                                | \$7.70  |
| IM10      | 10" Injection Molded Snap-on Wheel                                                                                      | \$5.50  |
| MB        | Metal lower lift bar                                                                                                    | \$3.30  |
| AXLE      | Axle                                                                                                                    | \$4.95  |
| LID 25/35 | Lid for 25 and 35 Gallon Containers                                                                                     | \$9.35  |
| LID45     | Lid for 45 Gallon Containers                                                                                            | \$11.55 |
| LID65/95  | Lid for 65 and 95 Gallon Containers                                                                                     | \$13.75 |
| HPINS     | Hinge Pins                                                                                                              | \$0.26  |
| FRT       | *Freight - Prepaid and add to all Otto products - freight calculated at \$5.50 per mile based on point of manufacturing | \$5.50  |
|           |                                                                                                                         |         |



## REQUEST FOR INFORMATION

RFI 24-062

### INTENT TO UTILIZE THE HGACBUY CONTRACT TO PURCHASE RESIDENTIAL TRASH RECEPTACLES

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

RELEASE DATE: January 29, 2024

DEADLINE FOR QUESTIONS: February 6, 2024

RESPONSE DEADLINE: February 6, 2024, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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



City of Clermont  
REQUEST FOR INFORMATION  
Intent to Utilize the HGACBuy Contract to Purchase Residential  
Trash Receptacles

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

## 1. Introduction

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

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

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

### 1.1. Summary

This Request for Information (RFI) is intended to notify local vendors of the City's intent to utilize other government entities' contract. This is not an invitation to submit a bid or quote. If no local vendor responds to the RFI, the Procurement Services Department will proceed with utilizing the referenced contract. Local vendor is defined as businesses located in South Lake County, preferably located within the City limits. This notice will be posted for seven (7) business days.

(a) Department: Public Services

(b) Company Information: Duramax Holdings LLC DBA Otto Environmental Systems

(c) Contract Number and Title: Refuse & Recycling Containers and Lifters RC01-21

(d) Length of Contract: Expiring December 31, 2024

(e) Product or Service Provided: Residential Trash Receptacles

(f) Estimated Annual Expenditure: \$62,227.20

If you're a local vendor, please contact the Procurement Services Director by email or by mail prior to the "Notice End Date" indicated above to advise whether your company can provide any of the product or service mentioned above.

Prospective local vendor respondents are requested to provide information regarding their ability to provide the product or serve described. Respondents are not to provide pricing. All responses will be evaluated by the Procurement Services Department and the Department requesting the product or service which will be the sole determining power in establishing the approved equal status of the commodity offered by the respondent.

### 1.2. Contact Information

**Brian Camp**

Public Services Manager (Sanitation)

3335 Hancock Rd.

Clermont, FL 34711

Email: [bcamp@clermontfl.org](mailto:bcamp@clermontfl.org)

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

**Department:**

Public Services - Environmental Svcs.

### 1.3. Timeline

|                                  |                           |
|----------------------------------|---------------------------|
| <b>Solicitation Release Date</b> | January 29, 2024          |
| <b>Question Deadline</b>         | February 6, 2024, 12:30pm |
| <b>Response Deadline</b>         | February 6, 2024, 3:00pm  |

## **2. Response Procedures**

### **2.1. Standard RFI**

Provide information related to RFI.



# CITY OF CLERMONT

## AGENDA ITEM

Page 1 of 1

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                             |                                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|--------------------------------|
| <b>Meeting Date</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                             |                                |
| Tuesday, February 13, 2024                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                             |                                |
| <b>Agenda Item Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                             |                                |
| Piggyback Contract<br><i>Sunburst Water Treatment Plant</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                             |                                |
| <b>Requested Action</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                             |                                |
| Requesting approval to piggyback the Sourcewell term contract number 030421-CTL with Convergent Technologies LLC, to provide facility security upgrades.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                             |                                |
| <b>Staff Report</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                             |                                |
| <p>The Procurement Services Department and the Public Services Department recommend approval of the above action.</p> <p>At the request of the Public Services Department, the Procurement Services Department sought a contract from Sourcewell number 030421-CTL with Convergent Technologies LLC, to provide facility security upgrades. The Sourcewell contract was obtained through a fully competitive solicitation and complies with the City of Clermont Procurement Policy. The award includes an initial one (1) term agreement with additional one (1) year renewals at the option of the City. The estimated value is \$60,000.00 for the initial term of the contract. The contract start date is February 14, 2024.</p> <p>This contract will provide a facility security upgrade for the Sunburst Water Treatment Plant expansion that is currently being constructed.</p> <p>Funding will be determined on a project-by-project basis and funded from the Water Impact fund, account number 43533-66307-33112.</p> <p>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.</p> |                                             |                                |
| <b>Additional Analysis</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                             |                                |
| <b>Fiscal Impact Summary</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                             |                                |
| Department Account Code: 43533-66307-33112                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                             |                                |
| <b>Fiscal Impact</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>Fund Number and Description</b>          | <b>Available Budget Amount</b> |
| \$60,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 43533-66307-33112 cap-out                   | \$5,200,000                    |
| <b>Exhibits Attached</b> (copies of original agreements)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                             |                                |
| 1. Convergent Technologies Contract 030421                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Convergent Technologies Contract 030421.pdf |                                |
| 2. Prop. Eval.-Facility Security 030421                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Prop. Eval.-Facility Security 030421.pdf    |                                |
| 3. 030421-CTL Price Information                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 030421-CTL Price Information.pdf            |                                |
| 4. I-Quote-SL01625652P-Clermont WTP (002)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | I-Quote-SL01625652P-Clermont WTP (002).pdf  |                                |

**Solicitation Number: RFP #030421****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Convergent Technologies LLC, One Commerce Drive, Schaumburg, IL 60173 (Vendor).

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

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

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 22, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

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

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

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

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

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcwell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcwell receives the most current version of this list.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcwell or its Participating Entities.

Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

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

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and



- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

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

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

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

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

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance,

Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcwell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract. Vendor will present additional terms related to the discovery, or suspected presence of, hazardous materials at the facility where services are to be performed, and not introduced to the site by Vendor, in the transaction documentation.

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

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

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

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

## **7. CUSTOMER SERVICE**

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

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

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

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

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

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted

price to offset the Administrative Fee.

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

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

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

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

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

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

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

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

## **11. LIABILITY**

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the negligent act or omission in the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. To the fullest extent allowed by law, Vendor will not be liable for special, indirect, incidental, or consequential damages, including commercial loss, loss of use, or lost profits (whether as a direct or consequential damage) even if that party has been advised of the possibility of such damages.

## **12. GOVERNMENT DATA PRACTICES**

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

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

## **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

### **A. INTELLECTUAL PROPERTY**

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

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

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

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

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

3. *Use; Quality Control.*

a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

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

4. As applicable Vendor, shall protect, defend, indemnify and hold harmless Sourcewell and its Participating Entities, and all others claiming under them from and against any and all actions, proceedings, claims, losses, demands, causes of action, liabilities, damages and expenses (including reasonable attorneys' fees) arising from or by reason of any actual or alleged infringement of any U.S. patent, copyright, trademark or other corresponding right, or any litigation based thereon, with respect to the equipment provided by Vendor, not in combination with any other products or services. This indemnification shall not apply to the extent the infringement is due to any special designs provided by Sourcewell or a Participating Entity, or changes, modifications or unique uses by Sourcewell or the Participating Entity. Sourcewell or the Participating Entity agrees upon receiving a request from Vendor after being put on notice of such claims, to allow Vendor to defend or settle any suit or controversy, and Vendor agrees to satisfy any judgment or settlement of such claims. If a court prohibits future use of any products or services because of an infringement, then Vendor shall have the option to procure the rights to use said products or services for Sourcewell or the Participating Entity from the complaining party or replace said products or services with non-infringing goods, or to refund the purchase price of said products or services to Sourcewell or the Participating Entity. The foregoing expresses Vendor's entire and exclusive warranty and liability and Sourcewell or a Participating

Entity's exclusive remedy as to infringement and Vendor will not be liable for any damages whatsoever suffered by reason of any infringement claimed, except as provided herein.

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

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

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

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

#### **16. SEVERABILITY**

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.



## **17. PERFORMANCE, DEFAULT, AND REMEDIES**

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

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

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

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

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

## **18. INSURANCE**

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

1. *Workers' Compensation and Employer's Liability.*  
 Workers' Compensation: As required by any applicable law or regulation.  
 Employer's Liability Insurance: must be provided in amounts not less than listed below:



Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

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

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers’ Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

- \$2,000,000

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

Minimum limits:

- \$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

## **19. COMPLIANCE**

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

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

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

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

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

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

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

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

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

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

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental,

developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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

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

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

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

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

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

K. **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

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

## **22. CANCELLATION**

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

030421-CTL

Sourcewell

DocuSigned by:  
  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 4/20/2021 | 1:11 PM CDT

Approved:

DocuSigned by:  
  
By: 7E42B8F817A64CC...  
Chad Coauette  
Title: Executive Director/CEO  
Date: 4/26/2021 | 2:59 PM CDT

Convergent Technologies LLC

DocuSigned by:  
  
By: 96467FCE70C248A...  
Mike Mathes  
Title: Executive Vice President  
Date: 4/26/2021 | 12:52 PM PDT

# RFP 030421 - Facility Security Systems, Equipment, and Software with Related Services

---

## Vendor Details

Company Name: Convergent Technologies LLC  
4395 Nicole Drive  
Address: Lanham, MD 20706  
Contact: Katelyn Wheeler  
Email: katelyn.wheeler@convergent.com  
Phone: 443-433-6815  
HST#: 90-0881132

## Submission Details

Created On: Tuesday February 09, 2021 10:20:16  
Submitted On: Wednesday March 03, 2021 16:06:48  
Submitted By: Katelyn Wheeler  
Email: katelyn.wheeler@convergent.com  
Transaction #: 373a272c-f41a-48a8-b0fa-19da31f571a6  
Submitter's IP Address: 47.35.172.137

---



## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

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

| Line Item | Question                                                                                                                                                                                                                                                                               | Response *                                                                                                                                                          |   |
|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 1         | Proposer Legal Name (and applicable d/b/a, if any):                                                                                                                                                                                                                                    | Convergent Technologies LLC                                                                                                                                         | * |
| 2         | Proposer Address:                                                                                                                                                                                                                                                                      | One Commerce Drive, Schaumburg, Illinois 60173                                                                                                                      | * |
| 3         | Proposer website address:                                                                                                                                                                                                                                                              | www.Convergent.com                                                                                                                                                  | * |
| 4         | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | Mike Mathes<br>Executive Vice President<br>One Commerce Drive, Schaumburg, Illinois 60173<br>Email: mike.mathes@convergent.com<br>Phone: 714-296-8120               | * |
| 5         | Proposer's primary contact for this proposal (name, title, address, email address & phone):                                                                                                                                                                                            | Katelyn Wheeler<br>Government Contracts Administrator<br>4395 Nicole Drive, Lanham, Maryland 20706<br>Email: katelyn.wheeler@convergent.com<br>Phone: 443-433-6815  | * |
| 6         | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):                                                                                                                                                                                     | Richard Shook<br>Senior Director of Business Development<br>4395 Nicole Drive, Lanham, Maryland 20706<br>Email: richard.shook@convergent.com<br>Phone: 440-867-0111 |   |

**Table 2: Company Information and Financial Strength**

| Line Item | Question                                                                                                                                                                             | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |   |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 7         | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services. | Convergent Technologies LLC (Convergent) is headquartered in Schaumburg, Illinois and has 5,000+ colleagues globally. Founded in 2001, Convergent is an industry-leading global service-based systems integrator and the 2020 #1 Systems Integrator of the year by SDM Magazine for the Third Year in a Row. Our expertise and strategic focus are to provide comprehensive design, installation, and service (maintenance) for integrated building systems, including electronic security, fire alarm, and life safety systems. We are the world's largest security systems integrator with over 19 years of experience and "lessons learned" supporting customers. From day one, delivering value through unparalleled customer service and consistent operational excellence has been foundational at Convergent. Please see attached "Convergent Response to Sourcewell RFP" for more details. | * |
| 8         | What are your company's expectations in the event of an award?                                                                                                                       | Convergent expects to continue our double-digit sales growth since the inception of our original contract in 2017. Sourcewell quickly became our premier, go-to cooperative purchasing program based upon several unwavering foundational principles mutually exclusive to both of our organizations. We expect the following tenets to remain true to our founding values of quality and integrity: <ul style="list-style-type: none"> <li>• Our company's core values &amp; beliefs</li> <li>• Alignment of our vision &amp; mission with the common theme of serving customers for life</li> <li>• Serving and giving back to our communities</li> <li>• Mutual goals in driving new sales and overall revenue growth</li> </ul>                                                                                                                                                                | * |

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |   |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 9  | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Convergent's financial strength and stability are proven below with our December 2020 balance sheet and our separately attached Convergent audited financials from 2019. Please see attached "Convergent Response to Sourcewell RFP" for more details.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | * |
| 10 | What is your US market share for the solutions that you are proposing?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Convergent is the largest security systems integrator in the US. Due to many national and local integrators, anyone integrator's market share is less than 5%. Please see attached "Convergent Response to Sourcewell RFP" for more details..                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | * |
| 11 | What is your Canadian market share for the solutions that you are proposing?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Please see attached "Convergent Response to Sourcewell RFP" for details.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | * |
| 12 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | No, Convergent has never petitioned for bankruptcy protection.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | * |
| 13 | How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.<br>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?<br>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party? | Convergent is an integrator, a reseller, and a service provider. Convergent utilizes its colleagues for all tasks associated with a project. However, if a project needs additional support, Convergent will utilize its Subcontractor workforce as needed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | * |
| 14 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Convergent complies with all national, state, and local license requirements and is certified for the products and services we provide (if the manufacturer offers certification). Convergent maintains required business licenses to perform our core business functions (security and life safety products, installation, and maintenance) as required by the various jurisdictions and geographical locations. We also maintain licenses required to perform the categories of work in each jurisdiction; for example, many states now require that each field colleague be state-licensed to perform work on alarm systems (low voltage) and electrical licenses to perform commercial electrical work.<br><br>Convergent carries and maintains certifications required to perform our duties. We carry man-lifts, specific manufacturer certifications for software and hardware platforms, and industry certifications such as ASIS Certified Protection Professional or various levels of NICET certification. | * |
| 15 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Convergent has not had any suspensions or debarments applied to our organization in the company's history.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | * |

**Table 3: Industry Recognition & Marketplace Success**

| Line Item | Question                                                                                                                                                                       | Response *                                                                                                                                                                                                          |   |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 16        | Describe any relevant industry awards or recognition that your company has received in the past five years                                                                     | Please see "Convergent Response to Sourcewell RFP" for full details.                                                                                                                                                | * |
| 17        | What percentage of your sales are to the governmental sector in the past three years                                                                                           | Convergent's sales to the government sector are approximately 15% over the past three years and rising.                                                                                                             | * |
| 18        | What percentage of your sales are to the education sector in the past three years                                                                                              | Convergent's sales to the education sector are approximately 12% over the past three years and rising.                                                                                                              | * |
| 19        | List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?          | Please see "Convergent Response to Sourcewell RFP" for full details.                                                                                                                                                | * |
| 20        | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | Convergent is no longer processing any new orders on its GSA Schedule 84 Contract. SigNet Technologies is the Federal arm of Convergent that currently has a GSA Schedule and is responsible for federal contracts. | * |

**Table 4: References/Testimonials**

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

| Entity Name *                 | Contact Name *       | Phone Number * |   |
|-------------------------------|----------------------|----------------|---|
| Milwaukee County Airport, WI  | Judah Sambo-Mahekeya | 414.747.3882   | * |
| Maize ISD, KS                 | Richard Bell         | 316.469.8029   | * |
| Dallas Love Field Airport, TX | Courtly Parker       | 214.670.5600   | * |

**Table 5: Top Five Government or Education Customers**

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

| Entity Name | Entity Type * | State / Province * | Scope of Work * | Size of Transactions * | Dollar Volume Past Three Years * |  |
|-------------|---------------|--------------------|-----------------|------------------------|----------------------------------|--|
|-------------|---------------|--------------------|-----------------|------------------------|----------------------------------|--|

|                                |           |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                   |        |   |
|--------------------------------|-----------|--------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|--------|---|
| Orange County Public Schools   | Education | Florida - FL | In August 2016, Orange County Public Schools issued an RFP 1608-171 for Enterprise Video Management System Integration where the video solution was not specified. Convergent proposed the Avigilon platform and was selected as the sole provider for video and access control design, installation, consultation, service, and support. Convergent ranked the highest in their RFP evaluation scoring rubric, presented to the School Board, and was subsequently awarded a five-year inclusive contract. Our contract with Orange County Public Schools includes a 10% MWBE and LDB goal requirement, and we include another 3% VBE performance which we meet and exceed with our teaming partners. Regular DBE progress reports are required of Convergent by the Schools. Convergent supports their access and video system of 5,000+ cameras at 130 schools and facilities.                                                                                                                      | 75+ projects with an average order size of \$125k | \$9.5M | * |
| Broward County School District | Education | Florida - FL | In October 2017, Broward County Public Schools issued an RFP 18-124E requesting Avigilon Video Surveillance and Security Services. After the competitive procurement process, Convergent ranked the highest in the RFP evaluation scoring rubric and was selected as the sole provider for video and access control design, installation, consultation, service and support, and embedded services district. BCPS presented to the School Board its evaluation criteria and awarded Convergent with a three-year contract with two optional years valued at approximately \$10,000,000.<br><br>Convergent's current contract with Broward County Public Schools includes a 15% disadvantaged business (DBE) goal requirement, which exceeds our current teaming partners. The BCPS requires Convergent to supply regular DBE reports regularly. As part of the partnership with BCPS, they have added to Convergent's contract an embedded service specialist who works full-time in their facilities. | 50+ projects with an average order size of \$124k | \$6.2M | * |

|                        |            |                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                       |        |   |
|------------------------|------------|-----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|--------|---|
| City of Temecula       | Government | California - CA | Since 2017, the City of Temecula has contracted with Convergent for the deployment and maintenance of a city-wide wired & wireless-based video surveillance comprised of 456 Genetec cameras, HPE-Nimble Storage, HPE Servers, Aruba Network Switch, VMWARE, Genetec – Security Center Video/Card Access/Intercom, and a Traffic Video Wall.                                                                                                                                                                                                                                                                                                   | 1 large project at \$3.5M plus additional \$600k work | \$4.1M | * |
| Texas State University | Education  | Texas - TX      | Convergent has been contracted to install new CBORD access control solutions on new construction projects, expand the CBORD system throughout the University through a series of retrofit projects, and install Panasonic Video and integrations campus as required. Convergent provides other technology and services, including EST Fire Alarm installation and Emergency Talk-A-Phone system additions and service. Convergent worked with the University to upgrade the Intrusion system at a specific campus location and currently holds the fire alarm inspection contract for the University's campus, including intrusion monitoring. | 85+ projects with an average order size of \$36k      | \$3.2M | * |
| San Bernardino County  | Government | California - CA | Since 2015, the San Bernardino Sheriff's Department has contracted with Convergent to install Genetec video surveillance at various Sheriff facilities. Our installation has included jails, headquarters, interview room system, and perimeter security cameras.                                                                                                                                                                                                                                                                                                                                                                              | 50+ projects with an average order size of \$60k      | \$3.0M | * |

**Table 6: Ability to Sell and Deliver Service**

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

| Line Item | Question                                                                                                                                                                                                                                                                                                                                           | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |   |
|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 23        | Sales force.                                                                                                                                                                                                                                                                                                                                       | Convergent has 275+ Account Executives and Sales colleagues in the US and Canada to market this contract to customers.                                                                                                                                                                                                                                                                                                                                                                                            | * |
| 24        | Dealer network or other distribution methods.                                                                                                                                                                                                                                                                                                      | Convergent maintains strong relationships with hundreds of world leading technology partners to provide customers with a choice of best-in-class solutions allowing us to provide cost-effective, customized, valued solutions and products to our customers. Instead of limiting Sourcewell and its members to one provider or one manufacturer, we promote non-proprietary systems enabling you to avoid sole source dependency while ensuring long-term system flexibility and maintaining cost-effectiveness. | * |
| 25        | Service force.                                                                                                                                                                                                                                                                                                                                     | Convergent has 110+ Convergent Technology Centers (CTCs) worldwide are open from 8 am - 5 pm local time. Emergency service requests can be called into any local office. If the call falls outside of regular business hours, then the call will be forwarded to our 24/7 call center to address the issue. Each CTC has a full team of installation and service technicians varying in numbers by CTC and region. Typically, there are between 2 to 100+ depending on the market's size.                         | * |
| 26        | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.                                                                                              | Convergent can coordinate, plan, evaluate, control, and schedule activities to meet contract deliverables. Our Service Manager can delegate the authority to make day-to-day operational decisions. The team can ensure that deliverables are prepared following the contract and meet all schedules outlined in the SOW. Please see attached "Convergent Response to Sourcewell RFP" for more details.                                                                                                           | * |
| 27        | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.                                                                                                                                                                                                             | We are the only fully capable team to provide the unique services that address Sourcewell's specific needs and program requirements for this security contract because we provide key differentiators such as the following: Please see attached "Convergent Response to Sourcewell RFP" for more details.                                                                                                                                                                                                        | * |
| 28        | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.                                                                                                                                                                                                                        | Convergent Technologies LTD (our Canadian entity) is headquartered in Calgary, AB. Convergent has 15 locations throughout Canada that offer sales and service capabilities. We are the only fully capable team of over to provide the unique services that address Sourcewell's specific needs and program requirements for this security contract because we provide key differentiators such as the following: Please see attached "Convergent Response to Sourcewell RFP" for more details.                    | * |
| 29        | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.                                                                                                                                                                                                                     | N/A – NOTE: Utilize contract in all of US and CAN                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | * |
| 30        | Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | N/A – NOTE: Servicing all sectors with all services. No limitations.                                                                                                                                                                                                                                                                                                                                                                                                                                              | * |
| 31        | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.                                                                                                                                                                                               | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | * |

**Table 7: Marketing Plan**

| Line Item | Question                                                                                                                                                                                             | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 32        | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | <p>A great marketing plan considers the customer's decision-making process and outlines the most effective communication method or methods.</p> <p>The Convergent Marketing Team, in conjunction with our Dedicated SLED Team, successfully deployed a strategic marketing plan for our current Sourcewell contract that allowed for significant reach, visibility, and branding. Our plan to market this contract will have the luxury of building upon our current contract's success, coupled with the extensive reach and growth Convergent has experienced. Convergent's strategic marketing plan for this program is based upon the following principles: Please see attached Convergent Response to Sourcewell RFP" for complete details.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 33        | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.                                                                            | <p>Convergent's technology and digital data portion of our plan will consist of the following, but not limited to, the following strategies:</p> <ul style="list-style-type: none"> <li>• Updated co-branded press release through a digital marketing campaign on social media; LinkedIn, Twitter, Instagram, YouTube, etc.</li> <li>• Outbound activity models leverage our Sales Development Reps (telemarketing), including email and appointment setting campaigns.</li> <li>• Updated dedicated Sourcewell internet web-based homepage; points of contact, contract information and services offered, customer-specific value proposition, and marketing materials.</li> <li>• Demand generation through Convergent specific customer forums and webinars specifically includes cooperative purchasing power, specifically highlighting our Sourcewell program.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 34        | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?                                | <p>Convergent will continue to work with Sourcewell and its members to maximize our contract's growth mission. Our collective effort consists of having the following mutual goals:</p> <ul style="list-style-type: none"> <li>• Co-authored marketing and branding – example: Convergent and Sourcewell partnering on strategic industry events and targeted trade associations.</li> <li>• Industry-specific strategic initiatives with Convergent and Sourcewell joint business development – example: leveraging grants and funding programs with Sourcewell as the preferred procurement method.</li> <li>• Joint legislative efforts to capture State Contract's leveraging Sourcewell as the Participating Addendum (PA) – example: Convergent's Louisiana State Contract with Sourcewell as the PA.</li> <li>• Geographic expansion – example: Convergent and Sourcewell roll-out and implementation plan for Canada.</li> <li>• Learning and development – example: Convergent's SLEDucation training program with a specific curriculum facilitated by Sourcewell.</li> <li>• Customer meetings and pre-call sales planning – example: member agency research for spend history, number of contracts utilized, relationship alignment with the potential for Convergent/Sourcewell joint sales calls.</li> </ul> <p>Please see attached Convergent Response to Sourcewell RFP" for complete details.</p> |
| 35        | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.            | No.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

**Table 8: Value-Added Attributes**

| Line Item | Question | Response * |
|-----------|----------|------------|
|-----------|----------|------------|



|    |                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |   |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 36 | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.                                    | <p>Convergent provides multiple levels of training to participating entities.</p> <p>Ancillary Training - For operational training for low complexity systems such as alarm system training showing how to arm/disarm an alarm system and add/delete user codes, it is usually free for one-on-one training at the time of installation.</p> <p>Onsite Classroom Training – Onsite classroom training typically consists of a field specialist providing lightweight to mid-level complexity content in a classroom environment, potentially using the newly installed Video or Access Control system as the training tool. There is usually an hourly cost and training material cost.</p> <p>Platform Certification Training - This is training at the manufacturer's training facility or the customer site. It is typically taught by the manufacturer's dedicated training staff and provides the end-users with a certificate at the end of the course. This type of training may include travel, per-diem, training fees, PC rental, and documentation fees.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | * |
| 37 | Describe any technological advances that your proposed products or services offer.                                                                                                                                                                                                      | Convergent's partners play a significant role in the success of our organization. When delivering complex projects for our customers, connect partners and subcontracting partners are just as crucial as product partners. Our core teams communicate effectively with all partners. Extensive knowledge gained from past project experience to continue to grow will be crucial for the delivery of future success. Please see attached "Convergent Response to Sourcewell RFP" for complete details.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | * |
| 38 | Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.                                                                                                                                     | <p>Convergent is dedicated to developing a company culture where leadership and individual colleagues are committed to "making responsible decisions" to ensure:</p> <ol style="list-style-type: none"> <li>1. The health and safety of our colleagues, customers, business associates, and the communities in which we operate.</li> <li>2. The protection of our environment through responsible resource and waste management.</li> <li>3. Sustainability by decision-making and company practices will integrate social, economic, and environmental considerations to meet present needs without compromising future generations' ability to meet their own needs.</li> </ol> <p>Convergent pledges to make continual, measurable improvements in our colleagues' health and safety and environmental aspects of our operations and services. Please see attached "Convergent Response to Sourcewell RFP" for complete details.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | * |
| 39 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | Please see attached "Convergent Response to Sourcewell RFP" for complete details.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | * |
| 40 | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.    | <p>Convergent is committed to diversity with our suppliers and has experienced the benefit of working with locally owned businesses in the communities in which we operate. From Convergent's perspective, it is a win all the way around – For minority small businesses, for our business, and for every community we are a part of.</p> <p>We understand how difficult it can be for a small business with good people and service cultures to make connections within larger organizations. Convergent's Supplier Diversity Program was designed to make it easier for minority and small businesses to contact the right people within any of our North American office locations.</p> <p>At Convergent, we evaluate every potential minority supplier on the basis of meeting the following requirements. They must:</p> <ul style="list-style-type: none"> <li>• Be a certified as a minority, women, or disabled, owned for-profit business enterprise which is at least 51% owned, operated, and controlled by United States citizens who belong to any of the following groups: Women, African American, Asian American, Hispanic American, Native American, or Disabled American</li> <li>• Have a minimum 3-year business history</li> <li>• Meet Above Average Quality Standards</li> <li>• Demonstrate Excellence in Customer Service</li> <li>• Offer Competitive Pricing on Your Goods and/or Services</li> <li>• Provide Value-Added Products and/or Services</li> <li>• Meet our Insurance &amp; Indemnification Requirements</li> <li>• Provide at Least Three (3) Customer References</li> </ul> <p>While we are not able to do business with every company that contacts us, we welcome the opportunity to build strong, rewarding relationships with high-quality, diverse suppliers and service providers in the communities that we live, work and play.</p> | * |



|    |                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 41 | What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities? | <p>Convergent is the only fully capable team to provide the unique services that address Sourcewell's member's specific needs and program requirements for this security contract because we provide key differentiators such as the following:</p> <ul style="list-style-type: none"> <li>• Convergent's Values &amp; Beliefs – Living our company Values &amp; Beliefs ensures that Sourcewell and its members are given care, respect, and commitment throughout the life of our partnership. We encourage our colleagues to live our ten Values and Beliefs on a daily basis at home, work, and in their communities.</li> <li>• Global Strength and Reach – Convergent operates 110+ locations with Dedicated Teams that are committed to your mission.</li> <li>• Security Experts – Convergent colleagues possess Intimate knowledge and experience with security systems in the State and Local environment.</li> <li>• Premier Security Systems Integrator – Convergent is the world's largest Lenel, Software House, and Avigilon Value Added Reseller (VAR). Convergent has also been the Axis Integrator of the Year 8 times over the past 12 years. We leverage our status as the largest independent security systems integrator to negotiate aggressive pricing from our manufacturers, which allows us to provide Sourcewell and its member's with exceptional value.</li> <li>• Innovative Service Delivery – Convergent iCare© web-based portal promotes transparency, improves customer service, and reduces cost through operational efficiency improvement. iCare is a fully integrated tool connected to all aspects of the Convergent enterprise, from schedulers to technicians in the field. iCare successfully manages the efforts of 1,900+ Convergent employees on over 1,000 physical security systems engagements.</li> <li>• Our Colleagues Love What They Do – Convergent is the fastest growing and leading security integrator because of our people. In a colleague survey, 97.5% of our colleagues believe that Convergent is a great company to work for, and 99.5% believe the future at Convergent is excellent. We have people that are experienced and enjoy working at our company.</li> </ul> |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**Table 9: Warranty/Performance Standards or Guarantees**

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

| Line Item | Question | Response * |
|-----------|----------|------------|
|-----------|----------|------------|

|    |                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |   |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 42 | Do your warranties cover all products, parts, and labor?                                                                                                                                                                                                              | <p>Convergent provides the following warranty to the Customer:</p> <p>As standard, for the period of one (1) year(s), commencing at the earlier of substantial completion of the Work, or first beneficial use, ("Warranty Period"):</p> <ol style="list-style-type: none"> <li>That Work performed under this Agreement will be of good quality</li> <li>That all equipment will be new unless otherwise required or permitted by this Agreement</li> <li>That the Work will be free from defects not inherent in the quality required or permitted</li> <li>That the Work will conform to the requirements of the project specification and the Master Services Agreement</li> </ol> <p>The Customer's sole remedy for any breach of this warranty is that Convergent shall remove, replace and/or repair at its own expense any defective or improper work, discovered within the Warranty Period, provided Convergent is notified in writing of any defect within the Warranty Period.</p> <p>Any equipment or products installed by Convergent in the course of performing the Work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which Convergent hereby assigns to Customer without recourse to Convergent. Upon request of Customer, Convergent will use all reasonable efforts to assist Customer in enforcing any such third-party warranties. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Convergent, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.</p> <p>The warranty may be void if any other Security Integrator or Third Party connects any devices to our network or hardware and/or changes the existing programming or configurations that are currently in place, and this proves to be the cause of a failure which is deemed irreparable.</p> | * |
| 43 | Describe any performance or service standards or guarantees that apply to your solutions (policies, metrics, KPIs, response times, up-time guarantees, etc.).                                                                                                         | <p>All Convergent installations include a standard warranty against all defects in material and workmanship for a period of one (1) year as well as the following services:</p> <ul style="list-style-type: none"> <li>Standard Product Warranty</li> <li>2-5 Business Day Response</li> </ul> <p>A Convergent Customer Support Program (CSP) extends well beyond the standard coverage described above which includes the following service offerings as part of the Standard CSP Agreement:</p> <ul style="list-style-type: none"> <li>Preventative Maintenance</li> <li>Next Business Day Response</li> <li>iCare Manager</li> </ul> <p>Please see attached "Convergent Response to Sourcewell RFP" for full details.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | * |
| 44 | Do your warranties impose usage restrictions or other limitations that adversely affect coverage?                                                                                                                                                                     | The warranty may be void if any other Security Integrator or Third Party connects any devices to our network or hardware and/or changes the existing programming or configurations currently in place, which proves to be the cause of a failure is deemed irreparable.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | * |
| 45 | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?                                                                                                                                                             | Yes. However, if upon arrival, it is determined that the repair was not under warranty, not a part supplied by Convergent, tampered with, etc. charges for travel time and mileage will be chargeable.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | * |
| 46 | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair? | No. We are able to provide certified technicians to perform warranty repairs throughout the United States and Canada.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | * |

|    |                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |   |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 47 | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer? | <p>Any equipment or products installed by Convergent in the course of performing the Work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which Convergent hereby assigns to Customer without recourse to Convergent. Upon request of Customer, Convergent will use all reasonable efforts to assist Customer in enforcing any such third-party warranties. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Convergent, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.</p> <p>The warranty may be void if any other Security Integrator or Third Party connects any devices to our network or hardware and/or changes the existing programming or configurations that are currently in place, and this proves to be the cause of a failure which is deemed irreparable.</p> | * |
| 48 | What are your proposed exchange and return programs and policies?                                                                                                                                | <p>Convergent does not manufacture or make any products. However, if a part that is ordered from a manufacturer is defective, an RMA (Return Material Authorization) would be created with that vendor. A replacement would be shipped out immediately. Then the faulty part would be shipped back to the manufacturer. Turnaround time varies from manufacturer to manufacturer.</p> <p>Returns are provided on a case-by-case basis and at the discretion of the local CTC.</p> <p>Exchanges are allowable at the discretion of the local CTC.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | * |
| 49 | Describe any service contract options for the items included in your proposal.                                                                                                                   | Convergent encourages customers to participate in Customer Support Programs (CSPs). CSPs are service programs that give extended coverage to equipment, reducing unforeseen costs related to maintenance and replacement. These cost savings are ultimately passed on to our customers.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | * |

**Table 10: Payment Terms and Financing Options**

| Line Item | Question                                                                                                                                                                                                                                                                                                                                                                    | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |   |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 50        | What are your payment terms (e.g., net 10, net 30)?                                                                                                                                                                                                                                                                                                                         | <p>Net 30</p> <p>Convergent may opt to invoice for a portion of the award based on the percentage of work completed and/or a Schedule of Values (Progress Billing).</p> <p>Convergent may opt to invoice start-up costs incurred to perform under the contract (Mobilization Billing) promptly.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                               | * |
| 51        | Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?                                                                                                                                                                                                         | Yes, Convergent works with leasing programs that are specifically designed for public entities and their legal requirements, such as National Cooperative Leasing (NCL), a Sourcwell awarded leasing contract. We understand the need for these leasing programs when the total project cost doesn't fit into the customer's budget, just the annual lease payments, which usually multiply purchasing power by 3 to 5 times.                                                                                                                                                                                                                                                                                                                     | * |
| 52        | Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcwell participating entities' purchase orders. | <p>Convergent has a dedicated Contract Vehicle Team for the Cooperate Contracts such as Sourcwell. The Convergent Contract Vehicle Team reviews all proposals and service work that leverage our Sourcwell contract. The review process ensures that all work is captured and reported on a timely basis. Detailed records are kept and followed up on regularly to ensure this as well.</p> <p>Convergent currently reports on numerous contracts, including Sourcwell, on a monthly and quarterly basis. This contract's reporting will reside with the other contract reporting deliverables held by our National Contracts Administrator, Katelyn Wheeler. To date, Convergent has never submitted a monthly/quarterly sales report late.</p> | * |
| 53        | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?                                                                                                                                                                                                                   | Yes, Convergent does accept P-card and/or credit card as payment. There is an additional 2.5% fee for P-card and credit card orders.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | * |

**Table 11: Pricing and Delivery**

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

| Line Item | Question                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |   |
|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 54        | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.                              | <p>Convergent proposed pricing model for the US is based online-item discounts. Please refer to the attachments named "Sourcewell_Proprietary Catalog - Re-Bid Pricing" and "Sourcewell_Public Catalog - Re-Bid Pricing" for detailed pricing data.</p> <p>Convergent proposed pricing model for Canada is based online-item discounts. Please refer to the attachment named "Sourcewell_Canadian Catalog - Re-Bid Pricing" for detailed pricing data.</p> <p>Please Note: Prevailing Wages are excluded but will be priced where required at an increase not to exceed 25%. Union Rates are not included but will be priced where required at an increase not to exceed 25%.</p> | * |
| 55        | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.                                                                                                                                                                                                                                                | Convergent will be providing a percentage discount from MSRP in the pricing proposal of up to 50.02%.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | * |
| 56        | Describe any quantity or volume discounts or rebate programs that you offer.                                                                                                                                                                                                                                                                                                                                                                                                  | Convergent's volume discounts are determined on a case-by-case basis. Convergent does not offer any rebate programs.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | * |
| 57        | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.                                                                                                                                                                                          | <p>Convergent has identified for projects, comprehensive service agreements, equipment box sales, and the like, "Sourced" or "Open Market" items will be priced at the quote level. In the case of service work and Time and Material (T&amp;M) CSPs, "Sourced" or "Open Market" items are supplied at cost plus a percentage (percentages vary).</p> <p>For T&amp;M service work, Trip/Truck Charges are considered "Sourced" or "Open Market."</p>                                                                                                                                                                                                                              | * |
| 58        | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | Convergent's catalog pricing does not include freight, shipping, and handling, pre-delivery inspection, installation, set up, mandatory training, or initial inspection.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | * |
| 59        | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.                                                                                                                                                                                                                                                                                                      | Convergent has identified for projects, comprehensive service agreements, equipment box sales, and the like, freight, delivery, or shipping will be priced at the quote level. In the case of service work and Time and Material (T&M), CSPs, freight, delivery, or shipping items are supplied at cost plus a percentage (percentages vary).                                                                                                                                                                                                                                                                                                                                     | * |
| 60        | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.                                                                                                                                                                                                                                                                                                                                       | Convergent has identified for projects, comprehensive service agreements, equipment box sales, and the like, freight, delivery, or shipping will be priced at the quote level. In the case of service work and Time and Material (T&M), CSPs, freight, delivery, or shipping items are supplied at cost plus a percentage (percentages vary).                                                                                                                                                                                                                                                                                                                                     | * |
| 61        | Describe any unique distribution and/or delivery methods or options offered in your proposal.                                                                                                                                                                                                                                                                                                                                                                                 | Convergent can provide a potential option. If the delivery site is close to the ordering CTC, in-person delivery options may be available. The CTC will make that determination at the time an order is placed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | * |

**Table 12: Pricing Offered**

| Line Item | The Pricing Offered in this Proposal is: *                                                                                    | Comments |
|-----------|-------------------------------------------------------------------------------------------------------------------------------|----------|
| 62        | c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. |          |

**Table 13: Audit and Administrative Fee**

| Line Item | Question                                                                                                                                                                                                                                                                                                                                                                                                                     | Response *                                                                                                                                                                                                                                                                                                                          |   |
|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 63        | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.                                | Convergent has a strict compliance policy that ensures that all proposals are reviewed for compliance prior to submission to the customer. Each proposal is tracked, and each quarter, the Convergent Contract Vehicle Team conducts an internal self-audit to ensure that all awards are reported, and all proposals are reviewed. | * |
| 64        | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.) | Convergent is proposing a 1% per-unit administrative fee.                                                                                                                                                                                                                                                                           | * |

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

| Line Item | Question                                                                                                                                 | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |   |
|-----------|------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 65        | Provide a detailed description of the equipment, products, and services that you are offering in your proposal.                          | Convergent designs, installs, and services seamlessly integrated electronic security solutions for commercial, industrial, and government clients. Serving single-site customers and those with a global multi-site footprint, Convergent will design a solution to meet the customers' current needs and provide for future growth plans.<br><br>Please see attached "Convergent Response to Sourcewell RFP" for full details of our Security and Fire product solutions we offer along with our product partners. | * |
| 66        | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | Please see question 65 for full details.                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | * |

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

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

| Line Item | Category or Type                                                                                   | Offered *                                                        | Comments |   |
|-----------|----------------------------------------------------------------------------------------------------|------------------------------------------------------------------|----------|---|
| 67        | Alarm, alert, and signal systems                                                                   | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | N/A      | * |
| 68        | Building security automation and integration, lighting control, and occupancy detection solutions  | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | N/A      | * |
| 69        | Fire detection, sprinkler and suppression systems                                                  | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | N/A      | * |
| 70        | Intrusion and breach prevention and detection solutions                                            | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | N/A      | * |
| 71        | Glass and window security, armor, and ballistic applications and solutions                         | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | N/A      | * |
| 72        | Closed circuit television (CCTV), surveillance, and recording solutions                            | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | N/A      |   |
| 73        | Facility and parking access control solutions                                                      | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | N/A      |   |
| 74        | Artificial Intelligence (AI) and robotic surveillance solutions                                    | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | N/A      |   |
| 75        | Facial recognition and thermal screening solutions                                                 | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | N/A      |   |
| 76        | Training, consultative, monitoring, and administrative or technical support services, and supplies | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | N/A      |   |

**Table 15: Industry Specific Questions**

| Line Item | Question                                                                                                                                                    | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |   |
|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 77        | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract. | Please see attached "Convergent Response to Sourcewell RFP" for full details on the metrics we track.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | * |
| 78        | Describe any safeguards included in your proposed solutions that protect participating entities' sensitive information.                                     | Please see attached "Convergent Response to Sourcewell RFP" for full details.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | * |
| 79        | Explain your organization's approach to cyber security as it relates to your proposed solutions.                                                            | Please see attached "Convergent Response to Sourcewell RFP" for full details.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | * |
| 80        | Describe how emerging technologies are or will be incorporated in your proposed solutions.                                                                  | <p>At Convergent, innovation is essential. We have a strategy around staying ahead of the emerging technologies and we are continually working on our innovation approach outlined in the graphic below.</p> <p>Convergent currently drives advances in technology through Innovation. Including Digital Transformation, Customers, Alliances, Products, Services, and Processes, just to name a few. As identified above, Convergent added four (4) new partners to the offers we provide in this proposal compared to our current contract with Sourcewell. Please see attached "Convergent Response to Sourcewell RFP" for full details</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | * |
| 81        | Explain how your organization has adapted to provide effective service during the ongoing COVID-19 pandemic.                                                | <p>The Convergent Pandemic Response Plan ("CPRP") for COVID-19 outlines how Convergent maintains business continuity during global health crises. Convergent's response is guided by the relevant advisories issued by the Center for Disease Control (CDC) and other public health agencies.</p> <p>Convergent will continue to have an active discussion with our product partners regarding any impacts COVID-19 may have on the manufacturing, shipping, and delivery, which could impact Convergent's ability to provide service to our customers. We are fortunate to work with a wide range of product partners and distribution channel partners that are also maintaining options to maintain a steady supply of products. We encourage our customers to continue engaging with their account representatives on the latest developments.</p> <p>This response plan has the following goals:</p> <ul style="list-style-type: none"> <li>• Minimize health risk to colleagues</li> <li>• Minimize the risk of premises becoming a node of transmission</li> <li>• Ensure plans are in place for colleagues quarantined or infected</li> <li>• Ensure alternative arrangements with suppliers and customers so that business operations can continue</li> </ul> <p>Please see attached "Convergent Response to Sourcewell RFP" for full details.</p> | * |

**Exceptions to Terms, Conditions, or Specifications Form**

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



## Proposer's Affidavit

### **PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

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

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



- c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

☒ Yes ☐ No

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

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

| File Name                                                                       | I have reviewed the below addendum and attachments (if applicable) | Pages |
|---------------------------------------------------------------------------------|--------------------------------------------------------------------|-------|
| <b>Addendum_8_Facility_Security_RFP_030421</b><br>Thu February 25 2021 04:41 PM | <input checked="" type="checkbox"/>                                | 4     |
| <b>Addendum_7_Facility_Security_RFP_030421</b><br>Wed February 24 2021 01:48 PM | <input checked="" type="checkbox"/>                                | 2     |
| <b>Addendum_6_Facility_Security_RFP_030421</b><br>Thu February 18 2021 12:56 PM | <input checked="" type="checkbox"/>                                | 2     |
| <b>Addendum_5_Facility_Security_RFP_030421</b><br>Wed February 10 2021 04:31 PM | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_4_Facility_Security_RFP_030421</b><br>Thu February 4 2021 03:25 PM  | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_3_Facility_Security_RFP_030421</b><br>Tue February 2 2021 02:17 PM  | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_2_Facility_Security_RFP_030421</b><br>Thu January 28 2021 01:03 PM  | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_1_Facility_Security_RFP_030421</b><br>Tue January 19 2021 12:31 PM  | <input checked="" type="checkbox"/>                                | 1     |



**Proposal Evaluation**  
**Facility Security Systems, Equipment, and Software with Related Services RFP #030421**

| Possible Points                                               |       | ACP CreativIT | Autoclear LLC | CEIA USA LTD | CompuNet, Inc. | Convergint Technologies LLC | Day Automation Systems, Inc. | Faith Technologies | FoxEnergy Systems Inc. | Homeland Safety Systems, Inc |
|---------------------------------------------------------------|-------|---------------|---------------|--------------|----------------|-----------------------------|------------------------------|--------------------|------------------------|------------------------------|
| Conformance to RFP Requirements                               | 50    | 35            | 34            | 37           | 35             | 38                          | 35                           | 38                 | 25                     | 37                           |
| Pricing                                                       | 400   | 282           | 284           | 313          | 282            | 331                         | 313                          | 337                | 233                    | 286                          |
| Financial Viability and Marketplace Success                   | 75    | 56            | 54            | 56           | 59             | 65                          | 57                           | 59                 | 47                     | 53                           |
| Ability to Sell and Deliver Service                           | 100   | 61            | 69            | 71           | 67             | 82                          | 53                           | 69                 | 57                     | 59                           |
| Marketing Plan                                                | 50    | 36            | 33            | 41           | 33             | 43                          | 31                           | 37                 | 31                     | 35                           |
| Value Added Attributes                                        | 75    | 58            | 56            | 55           | 48             | 62                          | 49                           | 53                 | 51                     | 57                           |
| Warranty                                                      | 50    | 34            | 40            | 42           | 33             | 41                          | 38                           | 36                 | 35                     | 38                           |
| Depth and Breadth of Offered Equipment, Products, or Services | 200   | 145           | 128           | 123          | 144            | 172                         | 117                          | 165                | 141                    | 148                          |
| Total Points                                                  | 1,000 | 707           | 697           | 738          | 700            | 832                         | 691                          | 795                | 618                    | 713                          |
| Rank Order                                                    |       | 18            | 21            | 11           | 20             | 3                           | 22                           | 8                  | 25                     | 17                           |

| Possible Points                                               |       | Honeywell | Johnson Controls Fire Protection LP | Konica Minolta Business Solutions U.S.A., Inc. | LONG Building Technologies | Marcomm Integrated Business Solutions | Minuteman Security Technologies, Inc. | Paladin Technologies | Parallel Technologies | PC Specialists, Inc. |
|---------------------------------------------------------------|-------|-----------|-------------------------------------|------------------------------------------------|----------------------------|---------------------------------------|---------------------------------------|----------------------|-----------------------|----------------------|
| Conformance to RFP Requirements                               | 50    | 40        | 42                                  | 42                                             | 31                         | 36                                    | 31                                    | 36                   | 35                    | 40                   |
| Pricing                                                       | 400   | 306       | 338                                 | 297                                            | 257                        | 279                                   | 279                                   | 321                  | 292                   | 302                  |
| Financial Viability and Marketplace Success                   | 75    | 67        | 66                                  | 63                                             | 56                         | 58                                    | 50                                    | 58                   | 55                    | 60                   |
| Ability to Sell and Deliver Service                           | 100   | 81        | 83                                  | 83                                             | 55                         | 70                                    | 60                                    | 74                   | 60                    | 67                   |
| Marketing Plan                                                | 50    | 38        | 37                                  | 44                                             | 29                         | 33                                    | 27                                    | 36                   | 37                    | 38                   |
| Value Added Attributes                                        | 75    | 65        | 65                                  | 65                                             | 45                         | 53                                    | 41                                    | 57                   | 49                    | 62                   |
| Warranty                                                      | 50    | 42        | 42                                  | 42                                             | 36                         | 40                                    | 34                                    | 39                   | 38                    | 39                   |
| Depth and Breadth of Offered Equipment, Products, or Services | 200   | 170       | 166                                 | 163                                            | 141                        | 154                                   | 155                                   | 164                  | 153                   | 126                  |
| Total Points                                                  | 1,000 | 809       | 837                                 | 799                                            | 649                        | 721                                   | 675                                   | 784                  | 719                   | 733                  |
| Rank Order                                                    |       | 6         | 2                                   | 7                                              | 24                         | 14                                    | 23                                    | 9                    | 15                    | 12                   |

| Possible Points                                               |       | R3 Security, Inc. | Rhombus Systems, Inc. | Securitas Electronic Security (Canada) Inc. | Siemens Industry, Inc. | Stanley Convergent Security Solutions | Tyco Integrated Fire & Security Canada Inc. | Verkada, Inc. | Wireless Guardian Inc. |
|---------------------------------------------------------------|-------|-------------------|-----------------------|---------------------------------------------|------------------------|---------------------------------------|---------------------------------------------|---------------|------------------------|
| Conformance to RFP Requirements                               | 50    | 39                | 37                    | 31                                          | 41                     | 43                                    | 42                                          | 39            | 35                     |
| Pricing                                                       | 400   | 315               | 290                   | 186                                         | 328                    | 314                                   | 336                                         | 298           | 268                    |
| Financial Viability and Marketplace Success                   | 75    | 54                | 51                    | 49                                          | 64                     | 67                                    | 65                                          | 53            | 50                     |
| Ability to Sell and Deliver Service                           | 100   | 66                | 70                    | 71                                          | 85                     | 86                                    | 82                                          | 72            | 72                     |
| Marketing Plan                                                | 50    | 39                | 34                    | 17                                          | 40                     | 39                                    | 37                                          | 37            | 42                     |
| Value Added Attributes                                        | 75    | 52                | 53                    | 52                                          | 60                     | 63                                    | 64                                          | 50            | 51                     |
| Warranty                                                      | 50    | 38                | 42                    | 39                                          | 40                     | 41                                    | 42                                          | 42            | 38                     |
| Depth and Breadth of Offered Equipment, Products, or Services | 200   | 150               | 138                   | 133                                         | 167                    | 179                                   | 175                                         | 142           | 150                    |
| Total Points                                                  | 1,000 | 751               | 714                   | 577                                         | 825                    | 830                                   | 842                                         | 732           | 705                    |
| Rank Order                                                    |       | 10                | 16                    | 26                                          | 5                      | 4                                     | 1                                           | 13            | 19                     |

DocuSigned by:  
  
 74344AB8E2344E7...  
 Chris Robinson, CPSM, Procurement Manager

DocuSigned by:  
  
 7BCA93CD6377421...  
 Brandon Town, CPSM, CPSU, Procurement Analyst

DocuSigned by:  
  
 755BA3F379B5409...  
 Stephanie Haataja, CPSM, Procurement Analyst

DocuSigned by:  
  
 7F41572C858B4BA...  
 Craig West, Procurement Analyst

## Convergint - Sourcewell Product Offerings

*Pricing for contract 030421-CTL offers Sourcewell participating agencies in the United States & Canada up to a 50.02% discount off MSRP. Actual discounts vary by product line.*

*Offerings are updated regularly to allow Sourcewell participating agencies access to the newest technologies & most up to date pricing.*

|                   |                    |
|-------------------|--------------------|
| Aiphone           | IER                |
| Alertus           | IndigoVision       |
| Altronix          | Interlogix         |
| AMAG              | Inovonics          |
| American Dynamics | Kantech            |
| Arecont           | Lenel              |
| Avigilon          | LifeSafety Power   |
| Axis              | Medeco             |
| Balto             | Milestone          |
| BCDVideo          | NiceVision         |
| Blackpoint        | Panasonic          |
| Bosch             | Pelco              |
| Briefcam          | Pivot3             |
| Brivo             | Power-Sonic        |
| Camio             | Qognify            |
| Commend           | Safety Technology  |
| Comnet            | Salient            |
| CrowdVision       | SALTO              |
| DMP               | Securithings       |
| Dormakaba         | Seneca Data        |
| Dragonfruit       | Sentry Enterprises |
| DSC               | Shooter Detection  |
| EAGL              | SIKLU              |
| Edwards (EST)     | Silent Knight      |
| Exacq             | Software House     |
| FLIR              | Space Age          |
| Gallagher         | Talk-A-Phone       |
| Genetec           | ThreeSixty         |
| Hanwha            | TOA                |
| HES               | Verint             |
| Honeywell         | Video Insight      |
| ICI               | VisionHub          |
| IdentiCard        | Windy City Wire    |

### Labor Categories Available (For specific pricing refer to catalog)

|                     |                                       |
|---------------------|---------------------------------------|
| Installer           | Service Manager                       |
| Project Foreman     | Software Engineer                     |
| Specialist          | Subject Matter Expert (SME)           |
| Project Manager     | Professional Services                 |
| Engineer            | Principal Consultant - Cyber Security |
| CAD/Drafter         | Senior Consultant - Cyber Security    |
| Program Manager     | Associate Consultant - Cyber Security |
| Service Coordinator | Service Technician                    |

November 9, 2023

Clermont Sunburst Lane WTP  
2799 Sunburst Lane Clermont, Florida 34711  
Attention:

Quotation: SL01625652P  
RFP#:  
License/Cert EC13008283

Reference: Clermont Sunburst WTP

On behalf of Convergent's global network of colleagues, I would like to personally thank you for providing Convergent with the opportunity to present this proposal addressing your electronic security needs. We are confident that this proven solution is both comprehensive and customized to meet your needs today, and in the future.

Convergent's reputation for service excellence is backed by a foundational commitment to our core value of service, and we have been recognized as the #1 Systems Integrator by SDM Magazine. This recognition reflects the strong relationships Convergent has developed with the industry's top technology manufacturers, and our history of success with providing exceptional service to our customers.

Our guiding principle has always been to be our customers' best service provider. Our dedicated and certified team of professionals strives to uphold our customer-focused, service-based mission to make a daily difference for our customers. After achieving a successful on-time and on-budget project installation, Convergent will provide you with the industry's best ongoing service, including our 24/7 customer portal iCare, designed to track service work orders, project progress, and provide you with detailed metric reporting for continuous improvement.

The following security proposal is specifically designed to meet your needs. As your single point of contact, please feel free to contact me with any additional questions you may have. Thank you again for trusting Convergent as your partner.

### **Scope of Work**

- Provide and install card reader/electronic locking hardware on the 4 doors shown on drawings attached.
- Convergent will install the door hardware listed below on doors provided by others
- Transfer hinges will need to be installed and cable whip pulled in PRIOR to filling frames with grout/concrete
- Cat6 cable to doors and RJ45 biscuits to be installed above ceiling near door by GC/EC, and cable run back to nearest PoE Network switch (provided by City of Clermont)
- Convergent to program these locks into the City of Clermont Existing Cloudlink via network.

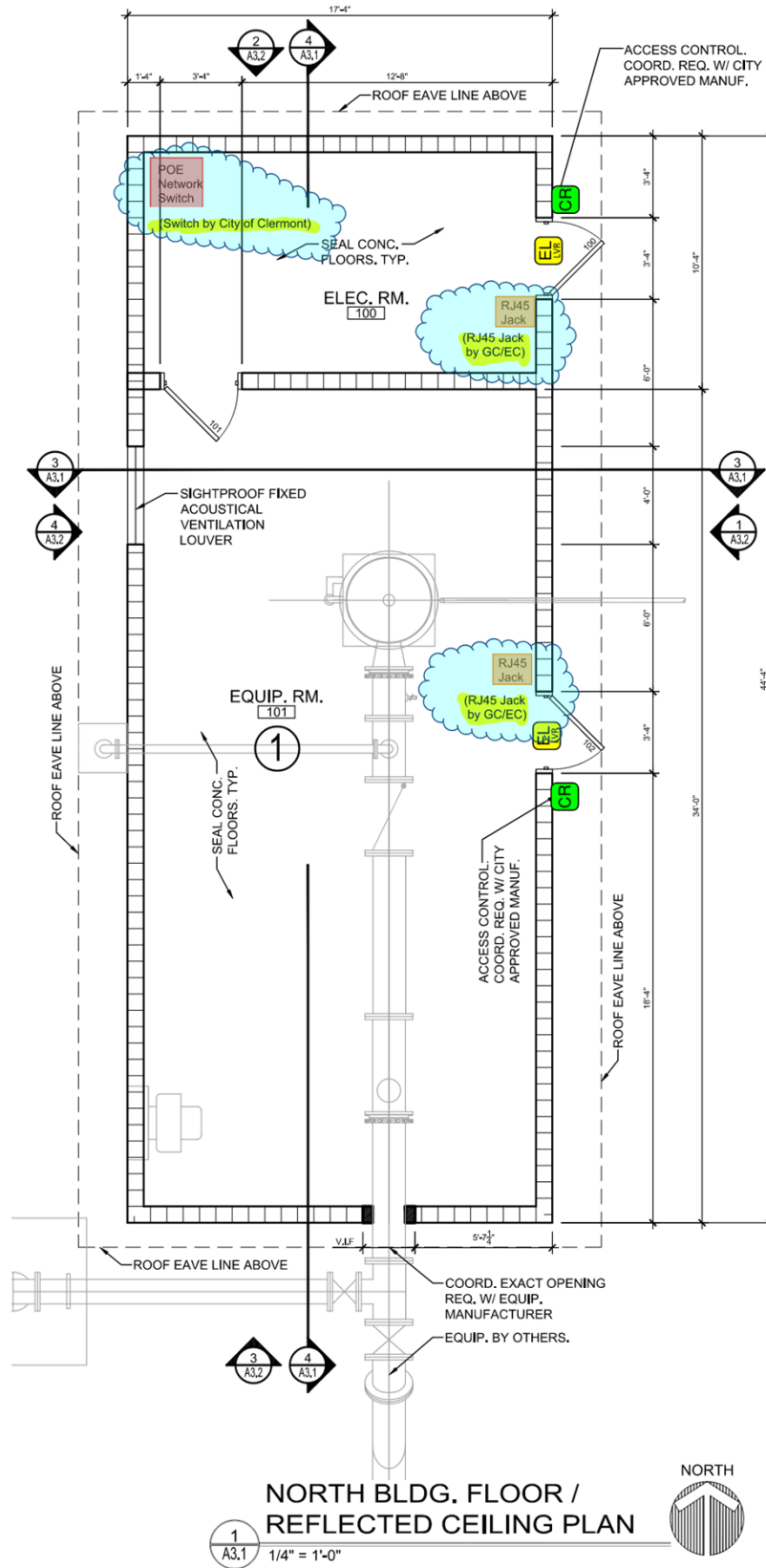
### **Device Hardening (reduce cyber risk)-recommended and available at additional cost)**

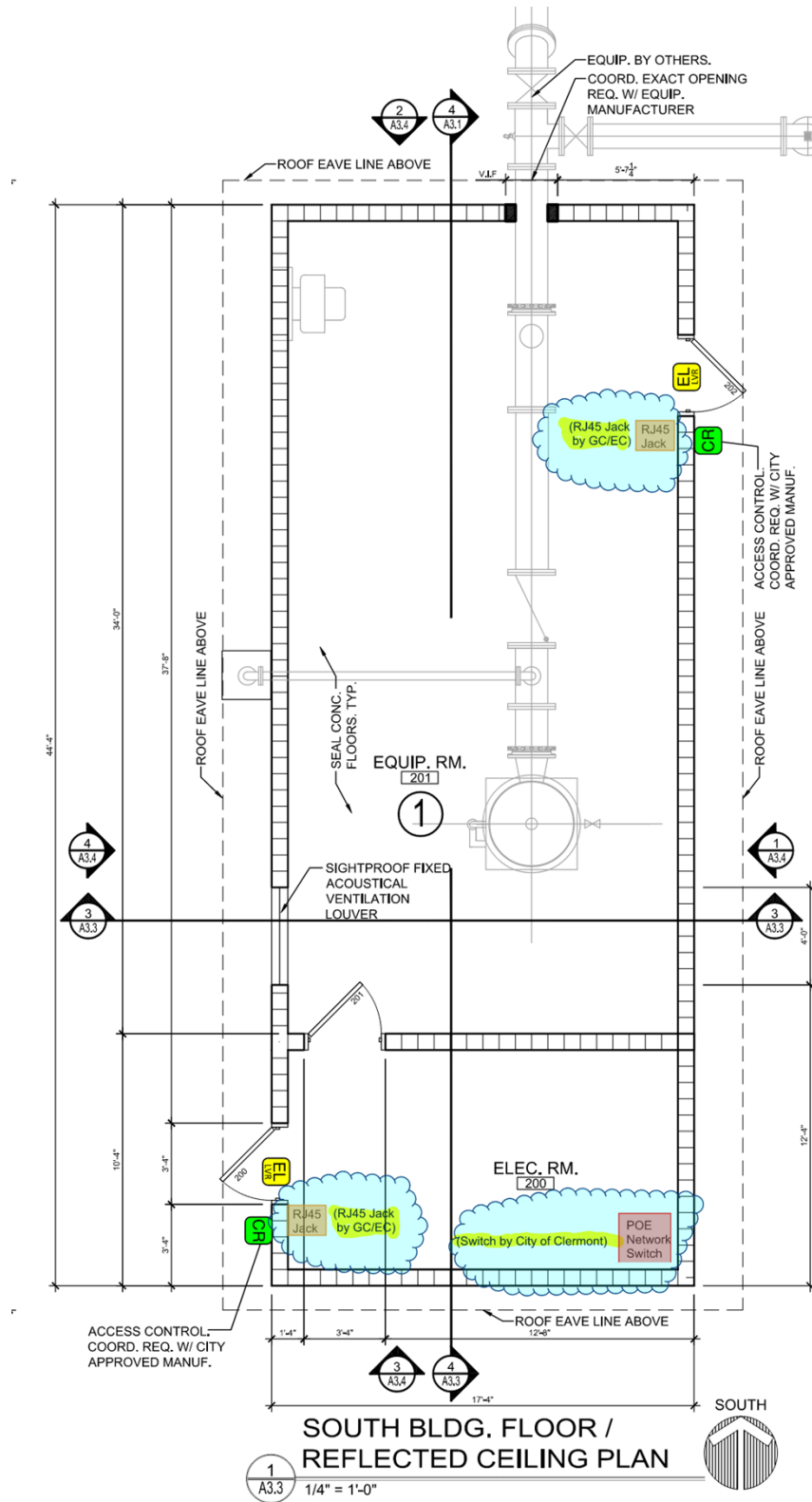
- Disable unused & non-essential device features
- Disable unused network comms (e.g., services, ports)
- Change default passwords
- Update firmware including patches

PLEASE REVIEW THIS DOCUMENT CAREFULLY. It relates to the safe and proper operation of the security devices being installed for your organization ("Customer").

Customer has been advised of Convergent's Device Hardening services. The Device Hardening services and procedures may vary depending on the specific devices involved, but typically include: disabling unused and non-essential device features and associated network communications capabilities (e.g., services, ports); changing default passwords to new passwords that meet complexity requirements; and updating firmware to latest available versions that incorporate available patches from the device manufacturer. **These are one-time services** - ongoing support is required. Please ask your Convergent point of contact for more details on the specific device hardening services available for your devices. **These services reduce the risk of cyber vulnerabilities for the devices being installed.**

**Convergent cannot guarantee the security of the devices it installs or of Customer's IT environment, and no networked system can be completely secure. Convergent cannot guarantee that the systems or services will be error free or operate without interruption. However, these services reduce the risk of cyber vulnerabilities for the devices being installed.** Please note that these services are intended to address specified potential cyber vulnerabilities of certain devices Convergent has installed - they do not address any other aspect of Customer's IT environment or practices, which remain Customer's responsibility.





## Materials

| Line                | Qty  | Part                           | Description                                                                       | Manufacturer     |
|---------------------|------|--------------------------------|-----------------------------------------------------------------------------------|------------------|
| 1                   |      |                                | Licensing                                                                         |                  |
| 2                   | 4.00 | GSC-Sy-P-1R                    | 1 External reader connection (required when hardware not purchased from Genetec™) | genetec          |
| 3                   | 4.00 | ADV-RDR-P-1Y                   | Genetec™ Advantage for 1 Synergis™ Pro Reader 1 year                              | genetec          |
| 4                   |      |                                | Field Hardware                                                                    |                  |
| 5                   | 4.00 | 70-IN220-82276 BIPS B OL US26D | Cylindrical POE lockset                                                           | Assa Abloy       |
| 6                   | 4.00 | CEPT-C5E                       | POWER TRANSFER, 9 WIRES 8-24 AWG, 1-22 AWG WIRES                                  | Securitron       |
| 7                   | 4.00 | POE-C500RJ                     | ASSA POE-C500RJ-60 DOOR HARNESS                                                   | Software House   |
| 8                   | 4.00 | 0L-POEC1500P                   | DOOR HARNESS POE 180                                                              | ADI Lock Express |
| 9                   |      |                                | Cabling                                                                           |                  |
| 10                  | 1.00 | 5566040                        | 23-4P Unshielded Solid Plenum Cat6 Org Jkt                                        | Windy City Wire  |
| Total Project Price |      |                                |                                                                                   | \$ 29,321.28     |



## **Clarifications and Exclusion**

1. All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
2. Low voltage wiring shall be installed via open air code approved methods.
3. Provision or installation of conduit, wire, boxes, fittings or other electrical installation materials unless specifically listed under Inclusions or Bill of Materials.
4. Permits or associated fees are not included.
5. Customer to provide static IP addresses and network connections at panel locations.
6. Customer to provide a secured staging & storage area for project related materials.
7. Pricing assumes that electronic Auto CAD files are available from customer for our use in creating submittal drawings.
8. Fifty percent (50%) of the proposed sell price shall be payable to Convergent for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal.
9. Proposal does not include sales tax unless otherwise noted.
10. Anything in the Contract Documents notwithstanding, in no event shall either Contractor or Subcontractor be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.
11. Convergent reserves the right to negotiate mutually acceptable contract terms and conditions with customer by making mutually agreeable changes to the formal contract included in the Bid Documents.
12. Customer acknowledges that supply-chain and shipping difficulties may result in unavoidable delays in deliveries of materials despite timely placement of orders and efforts by Convergent and its suppliers to avoid such delays. Customer agrees to provide Convergent with reasonable extensions of time to the extent of any such delays and Convergent agrees to make reasonable efforts to avoid or minimize such delays. Customer further acknowledges that the above-referenced supply-chain and shipping difficulties may result in unanticipated increases to Convergent's proposal pricing on products covered by this quote or any resulting agreement and that such increases may occur between the time this quote is provided, or any resulting contract is executed and the time when Convergent actually purchases the products covered by this quote or a resulting agreement. Customer agrees that it will pay any such increase in Convergent's initial pricing of obtaining the products above the proposal pricing upon which the quote or agreement was based, by change order or otherwise, and Convergent agrees that it shall make commercially reasonable efforts to minimize any such increase.

**REVIEW IMPORTANT PRODUCT SAFETY AND SERVICE INFORMATION PRIOR TO USING A CONVERGENT-INSTALLED SOLUTION:** See the "IMPORTANT PRODUCT SAFETY AND SERVICE INFORMATION" documentation, available at [convergent.com/terms](http://convergent.com/terms).

## **Performance Items**

| Items Included                                                         |                                                                        |
|------------------------------------------------------------------------|------------------------------------------------------------------------|
| Freight (prepaid)                                                      | Material (listed in the BOM)                                           |
| Mounting/Termination of Proposed Devices                               | One-Year Warranty on Labor                                             |
| One-Year Warranty on Parts                                             | Owner to Provide Static IP Addresses                                   |
| Project Management                                                     | Servers by Others                                                      |
| System Programming                                                     | Testing of all Proposed Devices                                        |
| Workstations by Others                                                 |                                                                        |
| Items Excluded                                                         |                                                                        |
| 120 VAC Power and Fused Disconnect Switch                              | 120 VAC Power Receptacles                                              |
| Additional Lighting Requirements for Cameras                           | Applicable Taxes                                                       |
| Attend General Contractor Project Meetings                             | Attend Owner Project Meetings                                          |
| Authority having Jurisdiction permit drawing (requires customer CAD)   | Cable                                                                  |
| Ceiling Tiles and Ceiling Grid Repairs                                 | Connection to Building Fire Alarm Panel                                |
| Correction of Wiring Faults Caused by Others                           | Door wiring typical connections                                        |
| Electrical Installation Permit                                         | Electrified Door Locking Hardware                                      |
| Engineering and Drawings                                               | Equipment rack layout drawing                                          |
| FA Permit and Plan Review Fees                                         | Fire Stopping (Excludes Existing Penetrations)                         |
| Fire Watch                                                             | Floor Coverings for Lifts                                              |
| Floor plan with device placement and numbering (requires customer CAD) | Horizontal Core Drilling                                               |
| Installation of Bridle Rings                                           | Installation of CCTV Cameras                                           |
| Installation of Conduit, Boxes and Fittings                            | Installation of Control Equipment Enclosures                           |
| Installation of Control Panels                                         | Installation of Intercom Systems                                       |
| Installation of Intrusion Panels                                       | Installation of Low Voltage Wire                                       |
| Installation of Network Cabling to Card Readers                        | Installation of Network Cabling to IP Cameras                          |
| Installation of Network Cabling to IP Intercoms                        | Installation of Specialty Backboxes                                    |
| Installation of Terminal Cabinets                                      | Installation of Video Recorders (DVR/NVR)                              |
| Installation of Wire and Cable                                         | Installation of Wire Hangars                                           |
| Lifts                                                                  | Loading Software on Customer Provided Computer                         |
| Low Voltage Permits                                                    | On-Site Lockable Storage Facility                                      |
| Operations & Maintenance Manuals                                       | Owner to Provide DHCP Lease Reservations for Network Connected Devices |
| Owner Training                                                         | Panel Wall Elevation drawing (may require customer CAD)                |
| Panel wiring with point to point connections                           | Patch and Paint                                                        |
| Payment & Performance Bonds                                            | Record Documentation (As-Built)                                        |
| Riser drawing with home run wiring                                     | Servers by Convergent                                                  |
| Specialty Backboxes                                                    | Submittal Drawings                                                     |
| System Engineering                                                     | System is Design-Build                                                 |
| System Meets Plans/Drawings                                            | Terminal Cabinets                                                      |
| Termination of Control Equipment Enclosures                            | Vertical Core Drilling                                                 |
| Wire                                                                   | Workstations by Convergent                                             |



**Total Project Investment:**

**\$ 29,321.28**

Thank you for considering Convergint for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and return to my attention.

Sincerely,

**Steve Lauer**

Convergint  
Steve Lauer

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein

---

Customer Name (Printed)

November 9, 2023

---

Date

---

Authorized Signature

---

Title

Throughout this Proposal, including these Terms and Conditions and any attachments, (together, "Agreement") the term "Convergent" refers to the Convergent Technologies affiliate operating in the state/province in which the Work is being performed and "Convergent Related Parties" means Convergent and its contractors, subcontractors, third party product manufacturers or providers.

## SECTION 1. THE WORK

This Agreement takes precedence over and supersedes any and all prior proposals, correspondence, and oral or written agreements or representations relating to the work set forth in the attached scope of work ("Work"). This Work commences on the start date and will be performed pursuant to the schedule specified in the attached scope of work and, subject to any change orders or addendums, represents the entire agreement between Convergent and Customer.

This Agreement is made without regard to compliance with any special sourcing and/or manufacturing requirements, minority or disadvantaged supplier requirements, or similar government procurement laws. Should such requirements be applicable to this Agreement, Convergent reserves the right to modify and/or withdraw its Agreement.

Customer understands that Convergent is an authorized distributor or reseller and not the manufacturer or developer ("OEM") of software, hardware and equipment (collectively, "Third Party Products") purchased by Customer and certain services are delivered to Customer by such OEM.

No monitoring services, including UL listed monitoring, are included in the Work. Any such services shall be governed and provided by a separate agreement.

Convergent agrees in accordance with the mutually agreed project schedule:

- To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
- To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
- Secure and pay for permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work, unless local regulations provide otherwise; and
- Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergent:

- To promptly approve submittals provided by Convergent;
- To provide access to all areas of the site which are necessary to complete the Work;
- To supply suitable electrical service as required by Convergent;
- To remove site obstacles and job safety hazards;
- To promptly participate and approve acceptance testing, if applicable;
- Upon completion of commissioning or agreed to acceptance criteria, to promptly provide sign-off establishing job closeout; and
- That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period from when Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the systems are operational or that the emergency has cleared.

THE WORK AND/OR THIRD PARTY PRODUCTS ARE DESIGNED TO HELP REDUCE, BUT NOT ELIMINATE RISKS OF LOSS RELATING TO CUSTOMER'S PREMISES OR THIRD PARTIES. THE AMOUNTS BEING CHARGED BY CONVERGENT ARE NOT SUFFICIENT TO GUARANTEE THAT LOSS OR DAMAGE WILL DECREASE OR BE ELIMINATED. Customer acknowledges that proper safety and security requires a layered approach of people, processes, safety, and technologies. The Work, including Third Party Products, provided by Convergent is not sufficient to ensure overall safety and security. Customer acknowledges and agrees that it is responsible for its overall safety and security, including testing and maintenance of the Third Party Products (except to the extent contracted to Convergent by written agreement). Customer acknowledges and agrees that it has a duty of care and is solely responsible for its compliance with applicable laws, rules, and regulations, including but not limited to export and re-export restrictions and regulations, privacy and data protection regulations, applicable OEM instructions, terms and conditions, EULAs, and proper product usage.

Risk of loss, including any Third Party Product comprising the Work, shall pass to Customer as the Work is completed and the materials are incorporated into the Work at Customer's site subject to any end user license agreements. If or Third Party Products are earlier stored on Customer's site pursuant to agreement between Customer and Convergent, risk of loss with respect to such or Third Party Product shall pass to Customer upon delivery to Customer's site.

## SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the Third Party Products listed based on Convergent's interpretation of plans and specifications unless noted otherwise. Additional Third Party Products, unless negotiated prior to order placement, will be billed accordingly. Sales taxes (or as applicable GST, PST, VAT or similar tax) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

## SECTION 3. INVOICE REMITTANCE AND PAYMENT

Customer agrees to pay Convergent fifty (50%) percent of the total price as a mobilization fee at the time of executing this Agreement.

If the Work is performed over more than one month, Convergent will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergent as invoiced, within thirty (30) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay Convergent in full after the Work has been completed within thirty (30) days of the date of invoice. Invoices shall not be subject to a project retention percentage and payment to Convergent shall not be conditioned on payment by an upstream party. If Customer is overdue in any payment, Convergent shall be entitled to suspend the Work without liability until paid, charge Customer an interest rate 1 and 1/2% percent per month (or the maximum rate permitted by law, whichever is less), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Convergent costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any

other reasonable expenditure.

## SECTION 4. WARRANTY

Warranties for Convergent's services and Third Party Products are described in the Limited Warranty for Products and Services available at <https://www.convergent.com/terms/>, which is in effect as of the effective date of this Agreement and is incorporated by reference as if set forth herein in full.

## SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergent may request changes in the Work with a change order signed by both parties. If Customer orders (i) any changes to the Work (e.g. change in objective, deliverables, tasks or hours), (ii) changes to schedule (extension or acceleration), or (iii) causes any material interference with Convergent's performance of the Work, Convergent shall be entitled to an equitable adjustment in the time for performance and in the Price, including a reasonable allowance for overhead and profit.

## SECTION 6. FORCE MAJEURE

Neither Customer nor Convergent shall be liable for any delay or failure in the performance of their respective obligations pursuant to this Agreement due to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay. A Force Majeure event shall include, but not be limited to: acts of God, pandemic or epidemic, diseases, quarantines, unavoidable casualties, concealed conditions, acts of any civil or military authority; riot, insurrections, and civil disturbances; war, invasion, act of foreign enemies, hostilities (regardless of whether or not war is declared), rebellion, revolution, terrorist activities; strikes, lockouts or other labor disputes; embargoes; shortage or unavailability of labor, supplies, materials, equipment or systems; accident, fire, storm, water, flooding, negligence of others, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting, transportation contingencies; laws, statutes, regulations, and other legal requirements, orders or judgments; acts or order of any government or agency or official thereof, other catastrophes or any other similar occurrences. If performance by either party is delayed due to Force Majeure, the time for performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay and Convergent shall be entitled to an equitable adjustment of the Price.

## SECTION 7. INSURANCE

In lieu of any Customer insurance requirements, for Services performed in the United States, Convergent shall maintain the following insurance coverages during the term of this Agreement and upon request, shall provide certificates of insurance to the Customer:

|                              |                                                             |
|------------------------------|-------------------------------------------------------------|
| Worker's Compensation        | Statutory Limits                                            |
| Employer's Liability         | \$1,000,000 per occurrence/aggregate                        |
| Commercial General Liability | \$1,000,000 per occurrence<br>\$2,000,000 general aggregate |
| Automobile Liability         | \$1,000,000 per occurrence/aggregate                        |
| Excess/Umbrella Liability    | \$3,000,000 per occurrence/aggregate                        |

Commercial General Liability policy shall name the Customer as "additional insured" on a primary/noncontributory basis with respect to liability arising out of the Services, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergent pursuant to the terms of this Agreement. Convergent shall not provide loss runs or copies of its insurance policies. Convergent shall provide to the Customer no less than thirty (30) days' notice prior to the termination or cancellation of any such insurance policy. For services performed in Canada, Convergent shall maintain similar insurance coverage dependent upon the local requirements in Canada and upon the insurance available under Convergent's insurance program. All required insurance coverage shall be reasonable in the circumstances and compliant with local regulations.

## SECTION 8. INDEMNIFICATION

To the fullest extent allowed by law, Convergent shall indemnify and hold Customer harmless from and against claims, damages, losses, and expenses (excluding loss of use) attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by the negligent acts or omissions of Convergent or Convergent's employees or subcontractors while on Customer's site.

If Convergent is providing products or services for intrusion detection, detection of specific threats to people or property (including weapons, gunshot, or drone detection), mass notification, ballistics or explosives protection, or processing of biometric, health, financial, or government identifier data (collectively, "Special Offerings"), then to the fullest extent allowed by law (i) Convergent's indemnification obligations under the Agreement do not apply whatsoever and Convergent and Convergent Related Parties have no liability to Customer for any losses or damages caused by any Special Offerings; and (ii) Customer shall indemnify, defend, and hold harmless Convergent and Convergent Related Parties, from and against all claims, demands, actions, liabilities, damages, and costs (including reasonable attorneys' fees) relating to Special Offerings provided by Convergent, except to the extent of Convergent's gross negligence installing such Special Offerings. Any waiver of damages or limitation of liability contained in the Agreement and as modified herein shall not apply to Customer's indemnification, hold harmless and defense obligations herein.

## SECTION 9. LIMITATION OF LIABILITY

EXCEPT AS PROVIDED HEREIN, TO THE FULLEST EXTENT ALLOWED BY LAW: (A) IN NO EVENT SHALL EITHER CONVERGENT, CONVERGENT RELATED PARTIES, OR CUSTOMER BE LIABLE UNDER OR IN CONNECTION WITH THIS PROPOSAL FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, LIQUIDATED OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (B) THE AGGREGATE LIABILITY OF CONVERGENT AND CONVERGENT RELATED PARTIES ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER TO CONVERGENT UNDER THIS AGREEMENT. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. THE LIMITATION SET FORTH IN THIS SECTION SHALL APPLY WHETHER THE CLAIM IS BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL THEORY.



## SECTION 10. COMPLIANCE WITH LAW, SAFETY, & SITE CONDITIONS

Convergent agrees to comply with all laws and regulations applicable to its provision of the Work. Customer will comply with all applicable laws and agreements applicable to its use and operation of the Work. Convergent shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Convergent prior to beginning Work.

If during the course of its Work, Convergent encounters conditions at the site that are subsurface, differ materially from what is represented in the contract documents, or otherwise concealed physical conditions, Convergent shall be entitled to an extension of time and additional costs for the performance of its work.

If Convergent discovers or suspects the presence of hazardous materials or unsafe working conditions at Customer's site where the Work is to be performed, Convergent is entitled to stop the Work at that site if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergent. Convergent in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's site. Convergent shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's site. To the fullest extent allowed by law, Customer shall indemnify and hold harmless Convergent from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials or unsafe working conditions at Customer's site.

## SECTION 11. PERSONAL DATA & SECURITY

Convergent's obligations and liabilities regarding Processing of Personal Data and information security shall be limited solely to Processing performed by Convergent's personnel. Processing by OEMs or Third Party Products are governed by any applicable OEM end user licensing agreements or terms and conditions. Customer represents and warrants that it will comply with all applicable Data Protection Laws. Although certain products delivered by Convergent may be capable of processing Biometric Information, Personal Health Information, financial information, or government identifiers ("Sensitive Information"), Customer acknowledges that Convergent is not Processing Sensitive Information (or to the extent it is Processing Sensitive Information, it is doing so strictly in accordance with Customer's instructions) and Customer is solely responsible for compliance of all such Processing with Data Protection Laws. To the fullest extent allowed by law, Customer shall indemnify, defend and hold harmless Convergent from and against all claims, demands, actions, liabilities, damages, and costs (including reasonable attorneys' fees) asserted by a third party arising out of or relating to failure to comply with applicable Data Protection Laws including but not limited to those related to Sensitive Information. Customer acknowledges it has reviewed Convergent's Privacy Policy available at <https://www.convergent.com/privacy-policy/>. "Personal Data", "Process(ing)", "Biometric Information", and "Personal Health Information" shall be interpreted in accordance with, and shall include analogous terminology as used in, applicable laws and regulations relating to data privacy, information security, data protection, data breaches, cross-border data flows, and/or the rights and obligations of persons or entities regarding personal information ("Data Protection Laws").

To the extent Convergent provides cybersecurity services, such services are provided "as is" without warranties or representations of any kind, whether express or implied. Convergent will follow Customer-specified policies to access (including remotely access) Customer information systems; however, Convergent will not be responsible for technical problems that may occur resulting from Convergent following Customer's instructions or for information security losses or harms to the extent that they are not due to the fault of Convergent. Customer-authorized changes to Customer information systems are at Customer's own risk and Customer acknowledges it is responsible for the overall security of its information systems.

## SECTION 12. INTELLECTUAL PROPERTY

Convergent shall retain title and ownership of all intellectual property rights relating to the drawings, technical documentation, or other technical information ("Documentation") delivered under this Agreement. The OEMs shall retain title and ownership of all intellectual property rights relating to the Third Party Products and will grant any license and right to use in connection with the Third Party Product through the OEM's end user license agreement or other terms and conditions. Customer shall not use any Documentation supplied by Convergent for any purposes other than those directly related to this Agreement or for the use and/or maintenance of the Third Party Product.

## SECTION 13. PRICE ADJUSTMENT

Convergent may automatically adjust the price, with five (5) days prior written notice, if based on: (a) changes by its vendors to the cost of materials or Third Party Products to be delivered and/or labor costs related to personnel responsible for performing the Work, (b) macroeconomic conditions, such as taxes, tariffs or duties, natural disasters, labor shortages/strikes, etc., (c) market conditions such as price volatility or availability limitations, or (d) other events not within Convergent's control that impact the cost of performing the Work. The adjustment shall be consistent with applicable market indexes, where available, third-party sources or other evidence. Convergent reserves the right to add periodic surcharges, including without limitation, adjustments for the then current price of fuel, such surcharges to be specified and invoiced by Convergent.

## SECTION 14. TERMINATION

If a party materially breaches this Agreement, the other party shall provide written notice of the breach and a reasonable time to cure the breach, but in no event less than 30 days. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate this Agreement upon 15 days written notice to the other party. If Convergent notifies Customer of a material breach pursuant to this paragraph, Convergent may temporarily suspend its work without liability until Customer cures the breach.

## SECTION 15. GOVERNING LAW AND DISPUTES

The parties agree that this Agreement shall be governed by the laws of the state/province where the Work is located, and venue for disputes shall be located in that state/province.

In the event of any dispute between Convergent and Customer, Convergent and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, unless the dispute requires injunctive relief, then the dispute shall be decided exclusively by arbitration. Such arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association (if the Services are performed in the United States) or Arbitration Rules of the ADR Institute of Canada, Inc. (if the Services are performed in Canada) currently in effect by a single arbitrator and shall be a final binding resolution of the issues presented between the parties. The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs. Any award by the arbitrator may be entered as a judgment in any court having jurisdiction.

## SECTION 16. MISCELLANEOUS

The parties have required that this Agreement be written in English and have also agreed that all notices or other documents required by or contemplated in this Agreement be written in English. Les parties ont requis que cette convention soit rédigée en anglais et ont également convenu que tout avis ou autre document exigé aux termes des présentes ou découlant de l'une quelconque de ses dispositions sera préparé en anglais.

Any changes to this Agreement shall be in writing signed by both Customer and Convergent.

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

Customer waives all claims against Convergent arising from or related to suspension of work pursuant to this Agreement.

Customer and Convergent are independent contractors, and nothing in this Agreement creates any agency, joint venture, partnership, or other form of joint enterprise, employment, or fiduciary relationship between them. Nothing contained in this Agreement shall be deemed to create a relationship of employee or employer between the parties, and neither party shall be entitled to any benefits that the other party provides for its own employees, including workers compensation and unemployment insurance. Each party shall have exclusive control over its own employees, agents, and subcontractors, its labor and employee relations, and its policies relating to wages, hours, working conditions, or other conditions.

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Notwithstanding the foregoing, Convergent may assign this Agreement without notice or consent (i) to any of its parents, subsidiaries or affiliated companies or any entity majority owned by Convergent; or (ii) in connection with a merger, acquisition, reorganization, sale of all of the equity interests of Convergent, or a sale of all or substantially all of the assets of Convergent to which this Agreement relates.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent.

In no event will Convergent be obligated to comply with any project labor agreements or other collective bargaining agreements.

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer and Convergent. No waiver by Customer or Convergent shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver.

The Sections regarding invoicing, warranty, indemnity, and disputes shall survive the termination of this Agreement.

By signing this Agreement, Customer acknowledges that it reviewed the Important Product Safety and Service Information at <https://www.convergent.com/terms/>.



## CITY OF CLERMONT

# AGENDA ITEM

Page 1 of 2

| Meeting Date                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Tuesday, February 13, 2024                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |
| Agenda Item Name                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |
| Piggyback Purchase and Budget Amendment<br><i>Garbage Trucks</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |
| Requested Action                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |
| Requesting approval to purchase from the Florida Sheriff's Association contract number FSA23-VEH21.0 with Container Systems & Equipment Company, Inc. to purchase two refuge side-loader trucks in the amount of \$764,324 and a budget amendment for the same.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |
| Staff Report                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |
| <p>The Procurement Services Department and the Public Services Department recommend approval of the above action.</p> <p>As a part of the fleet replacement program, the Sanitation Division is requesting funds to purchase two side-loading garbage trucks used for demonstration. These trucks are being offered to the City of Clermont at a discounted price as the dealer bought them to be demonstration units. One truck is already in the lot at the dealer and has 1,606 miles on the vehicle. The second demonstration unit will arrive in February and will be new. The funds for these vehicles were initially proposed in the 23/24 fiscal year budget. As sanitation disposal costs have increased, these purchases have been put on hold until a clearer picture of future costs can be obtained. The opportunity to purchase these demo trucks will allow the City to receive these vehicles in a timely manner. If we followed our typical process of ordering the trucks, the delivery lead time is 2 years. Trucks ordered in 2024 will not arrive until sometime in 2026.</p> <p>The Procurement Services Department issued a Request for Interest (RFI) number 24-059 to notify local vendors of the City's intent to purchase from another governmental entity contract. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Procurement Services Department received no interest. Based on this, staff recommends that the City Council approve the purchase from the Florida Sheriff's Association contract.</p> <p>The Florida Sheriff's Association contract was obtained through a fully competitive solicitation and complies with the City of Clermont Procurement Policy.</p> <p>The use of piggyback contracts is allowed under the Procurement Policy, Section E.9, and is a procurement best practice that takes advantage of competitive pricing on a contract formerly bid by another government agency. The Procurement Services Department has determined that using piggyback contracts is advantageous and in the City's best interest to reduce administrative time and expense while providing favorable pricing. Approval of this contract does not commit the City to purchases or require that the contract be utilized. Each Department budgets purchases associated with piggyback contracts. The estimated annual value does not represent the budgeted amount by a department.</p> <p>The use of piggyback contracts is allowed under the Procurement Policy, Section E.9, and is a procurement best practice that takes advantage of competitive pricing on a contract formerly bid by another government agency. The Procurement Services Department has determined that using piggyback contracts is advantageous and in the City's best interest to reduce administrative time and expense while providing favorable pricing. Approval of this contract does not commit the City to purchases or require that the contract be utilized. Each Department budgets purchases associated with piggyback contracts. The estimated annual value does not represent the budgeted amount by a department.</p> |  |

|                                                                                                                                                                                                                              |                                         |                                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|--------------------------------|
| <b>Additional Analysis</b>                                                                                                                                                                                                   |                                         |                                |
|                                                                                                                                                                                                                              |                                         |                                |
| <b>Fiscal Impact Summary</b>                                                                                                                                                                                                 |                                         |                                |
| The current year's approved budget does not have available funds for this project. A budget amendment, to utilize cash reserves in the sanitation fund, for line item 49534-66400 in the amount of \$764,324 is recommended. |                                         |                                |
| <b>Fiscal Impact</b>                                                                                                                                                                                                         | <b>Fund Number and Description</b>      | <b>Available Budget Amount</b> |
| \$764,324                                                                                                                                                                                                                    | 49534-66400 cap-out vehicles            | \$0.00                         |
| <b>Exhibits Attached</b> (copies of original agreements)                                                                                                                                                                     |                                         |                                |
| 1. Demo Side-Loader (Used) - Quote                                                                                                                                                                                           | first demo chassis quote updated 17.pdf |                                |
| 2. Demo Side-Loader (New) - Quote                                                                                                                                                                                            | second demo Eclipse quote (2).pdf       |                                |
| 3. RFI 24-059                                                                                                                                                                                                                | RFI 24-059.pdf                          |                                |
| 4. Budget Amendment Form                                                                                                                                                                                                     | SUT-Comnty24012513510.pdf               |                                |

# Container Systems

## & Equipment Company, Inc.



**DATE:** January 7, 2024

**TO:** Brian Camp - City of Clermont

**RE:** **Price quotation for 2023 Crane Carrier Low Entry Cab chassis and Loadmaster Eclipse side-loader body Demonstrator #1 from the Florida Sheriff's Contract Bid #FSA23-VEH21.0, Item 83 (60,000 GVW Refuse Truck)**

**Chassis:**

**Base Bid Specifications:**

**2023 CCC LET2 (low entry tilt) chassis** , 60,000 lbs. GVW, galvanized steel, LED headlights  
left side driving position with air ride seat, full doors with w/ electric windows, air conditioning, AM/FM USB/Bluetooth radio  
dual cab fans, air horn, white paint, 80 gallon aluminum tank, 10 gallon DEF tank,  
**Cummins ISX12 - 350R- 350hp** -1350 ft.lbs. torque  
w/ Delco Remy 430 amp alternator, Cummins ECO fit DPF/SCR streetside mounted exhaust  
**Allison 4500RDS** transmission, w/ oil cooler inside radiator, 5 electric cooling fans  
Dana-Spicer D2000 - 20,000 lb. front axle, Dana-Spicer DSH44P - 44,000 lbs. tandem rear axle  
Hendrickson HN402 44,000lb. suspension, Bendix B/W AD-9EP air dryer, 80 gallon aluminum fuel tank, 10 gallon DEF tank  
tires: front - TOYO M153 315/80R x 22.5 - 20 ply 22.5" x 9.00" white wheels  
rear - TOYO M170 11R 22.5 - 16 ply - 22.5" x 8.25" white wheels

**Cost:** \$ 212,700

**Specification Adjustments for demo chassis**

|                                                   |                   |
|---------------------------------------------------|-------------------|
| Change ISX engine to L-9 350 HP (deduct)          | - 9,000           |
| Add dual side drive                               | + 4,960           |
| Add double frame - full steel insert              | + 2,350           |
| Add electric remote control mirrors               | + 1,460           |
| Change rear axle to D46-170P (46,000Lb. Capacity) | + 2,000           |
| Add block heater                                  | + 330             |
| Add Bendix heated DV-2 drain valve to wet tank    | + 215             |
| Add extra battery (total of three)                | + incl.           |
| Changed right side seat to air ride               | + 130             |
|                                                   | <b>\$ 215,145</b> |

**Chassis Cost:**

**Body:**

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

front pump system (tandem gear pump), 83 gallon hydraulic tank, two top mounted in-tank hydraulic return filters,  
Twin crossed packer cylinders, front center mounted hoist cylinder, hopper crusher panel/cover,  
1/4" AR 400 hopper floor with 1/4" AR 400 floor liner, 1/4" AR 400 hopper sides, 8 GA grade 80 body sides,  
3/16" AR 400 body floor, AR 400 packer face, AR 400 packer wear shoes (removable) and AR 400 packer guide wear strips,  
Brigade dual camera system, hopper clean out tool, white paint \$ 175,830

**Specification adjustments:**

|                                                              |                   |
|--------------------------------------------------------------|-------------------|
| Add LH Travis auto-lube system                               | + 6,650           |
| Add under-seat arm control                                   | + 1,853           |
| Add LED strobes lights on front of body (2) and tailgate (2) | + 367             |
| Exchange hydraulic oil for Chevron Clarity hydraulic oil     | + 2,700           |
|                                                              | <b>\$ 187,400</b> |

**Body cost**

|                |                  |          |             |                  |                   |
|----------------|------------------|----------|-------------|------------------|-------------------|
| <b>Chassis</b> | <b>\$215,145</b> | <b>+</b> | <b>Body</b> | <b>\$187,400</b> | <b>\$ 402,545</b> |
|----------------|------------------|----------|-------------|------------------|-------------------|

|                                   |  |  |  |  |                 |
|-----------------------------------|--|--|--|--|-----------------|
| <b>Less Demonstrator Discount</b> |  |  |  |  | <b>- 22,000</b> |
|-----------------------------------|--|--|--|--|-----------------|

**TOTAL:** **\$ 380,545**

**Delivery:** February 20, 2024

**FOB:** Clermont , FL.

**Note:** This is a demonstrator unit unit originally speced as a Loadmaster Company unit. Both the chassis and the body will have full warranty. This is basically an in stock unit and hasn't even been used yet. Additional demo discount has been applied.

**Respectfully,**

**Robert Barton**



# Container Systems

## & Equipment Company, Inc.



**DATE:** April 4 , 2023

**TO:** Brian Camp - City of Clermont

**RE:** **Price quotation for 2023 Crane Carrier Low Entry Cab chassis and Loadmaster Eclipse side-loader body Demonstrator #2 from the Florida Sheriff's Contract Bid #FSA22-VEH20.0, Item 145 (60,000 GVW Refuse Truck)**

**Chassis:**

**Base Bid Specifications:**

**2023 CCC LET2 (low entry tilt) chassis** , 60,000 lbs. GVW, galvanized steel, LED headlights  
left side driving position with air ride seat, full doors with w/ electric windows, air conditioning, AM/FM USB/Bluetooth radio  
dual cab fans, air horn, white paint, 80 gallon aluminum tank, 10 gallon DEF tank,  
**Cummins ISX12 - 350R- 350hp** -1350 ft.lbs. torque  
w/ Delco Remy 430 amp alternator, Cummins ECO fit DPF/SCR streetside mounted exhaust  
**Allison 4500RDS** transmission, w/ oil cooler inside radiator, 5 electric cooling fans  
Dana-Spicer D2000 - 20,000 lb. front axle, Dana-Spicer DSH44P - 44,000 lbs. tandem rear axle  
Hendrickson HN402 44,000lb. suspension, Bendix B/W AD-9EP air dryer, 80 gallon aluminum fuel tank, 10 gallon DEF tank  
tires: front - TOYO M153 315/80R x 22.5 - 20 ply 22.5" x 9.00" white wheels  
rear - TOYO M170 11R 22.5 - 16 ply - 22.5" x 8.25" white wheels

**Cost:** \$ 196,849

**Specification Adjustments for demo chassis #2**

|                                                                  |         |
|------------------------------------------------------------------|---------|
| Change ISX engine to L-9 350 HP (deduct)                         | - 7,212 |
| Add dual side drive                                              | + 4,709 |
| Change rear tires to TOYO M153 315/80R x 22.5 white steel wheels | + 1,796 |
| Add electric remote control mirrors                              | + 1,400 |
| Add Donaldson Pre Cleaner                                        | + 375   |
| Change right side seat to air ride                               | + 134   |

**Chassis Cost:** **\$ 198,051**

**Body:**

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

front pump system (tandem gear pump), 83 gallon hydraulic tank, two top mounted in-tank hydraulic return filters,  
Twin crossed packer cylinders, front center mounted hoist cylinder, hopper crusher panel/cover,  
1/4" AR 400 hopper floor with 1/4" AR 400 floor liner, 1/4" AR 400 hopper sides, 8 GA grade 80 body sides,  
3/16" AR 400 body floor, AR 400 packer face, AR 400 packer wear shoes (removable) and AR 400 packer guide wear strips,  
Brigade dual camera system, hopper clean out tool, white paint \$ 173,634

**Specification adjustments:**

|                                                              |         |
|--------------------------------------------------------------|---------|
| Add LH Travis auto-lube system                               | + 6,650 |
| Add 8 gauge grade 80 body liner                              | + 524   |
| Add under-seat arm control                                   | + 1,853 |
| Add LED strobes lights on front of body (2) and tailgate (2) | + 367   |
| Exchange hydraulic oil for Chevron Clarity hydraulic oil     | + 2,700 |

**Body cost** **\$ 185,728**

**Chassis \$198,051 + Body \$185,728 \$ 383,779**

**TOTAL:** **\$ 383,779**

**Delivery:** April or May 2024

**FOB:** Clermont , FL.

**Note:** There may be some additional discount available at the time of purchase relevant to the hours and mileage that the demonstrator has been used.

**Respectfully,**

**Robert Barton**



## REQUEST FOR INFORMATION

RFI 24-059

### INTENT TO UTILIZE THE FLORIDA SHERIFFS ASSOCIATION CONTRACT TO PURCHASE VEHICLES

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

RELEASE DATE: January 24, 2024

DEADLINE FOR QUESTIONS: February 1, 2024

RESPONSE DEADLINE: February 1, 2024, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Clermont  
REQUEST FOR INFORMATION  
Intent to Utilize the Florida Sheriffs Association Contract to  
Purchase Vehicles

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

Attachments:

E - OpenGov Vendor Registration

## 1. Introduction

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

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

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

### 1.1. Summary

Intent to Utilize the Florida Sheriffs Association Contract to Purchase Vehicles

### 1.2. Contact Information

**Brian Camp**

Public Services Manager (Sanitation)

3335 Hancock Rd.

Clermont, FL 34711

Email: [bcamp@clermontfl.org](mailto:bcamp@clermontfl.org)

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

**Department:**

Public Services - Environmental Svcs.

### 1.3. Timeline

|                                  |                           |
|----------------------------------|---------------------------|
| <b>Solicitation Release Date</b> | January 24, 2024          |
| <b>Question Deadline</b>         | February 1, 2024, 12:30pm |
| <b>Response Deadline</b>         | February 1, 2024, 3:00pm  |

## 2. Response Procedures

### 2.1. Electronic Bidding System

The City of Clermont uses OpenGov ("Software Administrator"), an e-Procurement system ("Portal") that provides bid notification services to interested vendors. The Portal allows for vendors to register online and receive notification of new solicitations, addenda, and awards. There is no charge to vendors/contractors to register and participate in the solicitation, nor will any fees be charged to the awarded vendor. Vendors with internet access should review the registration options at the following website: <https://procurement.opengov.com/portal/clermontfl>.

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

### 2.2. Standard RFI

This Request for Information (RFI) is intended to notify local vendors of the City's intent to utilize other government entities' contracts. This is not an invitation to submit a bid or quote. If no local vendor responds to the RFI, the Procurement Services Department will proceed with utilizing the referenced contract. A local vendor is defined as a business located in South Lake County, preferably located within the City limits. This notice will be posted for seven (7) business days.

- A. Company Name: Container Systems and Equipment Company, Inc.
- B. Contract Number and Title: FSA23-VEH21.0: Heavy Trucks & Buses
- C. Length of Contract: Through September 30, 2024
- D. Product or Service Provided: Two 2023 Crane Carrier Low Entry Cab Chassis and Loadmaster Eclipse Side-Loader
- E. Estimated Annual Expenditure: \$764,324.00

If you're a local vendor, please contact the Procurement Services Director by email prior to Thursday, February 1, 2024 to advise whether your company can provide any of the products or services mentioned above.

Prospective local vendor respondents are requested to provide information regarding their ability to provide the product or service described. Respondents are not to provide pricing. All responses will be evaluated by the Procurement Services Department and the Department requesting the product or service which will be the sole determining power in establishing the approved equal status of the commodity offered by the respondent.

Transfer ☐

**For Modifications:** Include details on changes within a line item of the budget.

| Account Number | Account Description | \$ Taken From | \$ Added To   | Notes: *Required for Amendments              |
|----------------|---------------------|---------------|---------------|----------------------------------------------|
| 49599-59900    | reserves            | \$ 764,324.00 |               | Funds to cover unplanned purchase of         |
| 49534-66400    | Cap out vehicles    |               | \$ 764,324.00 | For purchase of 2 sideloading garbage trucks |
|                |                     |               |               |                                              |
|                |                     |               |               |                                              |
|                |                     |               |               |                                              |
|                |                     |               |               |                                              |
|                |                     |               |               |                                              |
|                |                     |               |               |                                              |
|                |                     |               |               |                                              |
|                |                     |               |               |                                              |
|                |                     |               |               |                                              |
|                |                     |               |               |                                              |
|                |                     |               |               |                                              |
|                |                     |               |               |                                              |
|                |                     |               |               |                                              |
|                |                     |               |               |                                              |
|                |                     |               |               |                                              |
|                |                     |               |               |                                              |
|                |                     |               |               |                                              |
|                |                     |               |               |                                              |
|                |                     |               |               |                                              |
|                |                     |               |               |                                              |
|                |                     |               |               |                                              |
| Totals         |                     | \$ 764,324.00 | \$ 764,324.00 |                                              |

Date \_\_\_\_\_

Munis Journal #



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                            |                                                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|------------------------------------------------|
| <b>Meeting Date</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                            |                                                |
| Tuesday, February 13, 2024                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                            |                                                |
| <b>Agenda Item Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                            |                                                |
| Resolution No. 2024-009R                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                            |                                                |
| <b>Requested Action</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                            |                                                |
| <b>Staff Report</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                            |                                                |
| City staff completed the Fee Study Resolution and presented the changes to Council on 1/9/2024. After approval, when staff was entering the new fees into the computer software program, we noticed fee #29 was improperly submitted to the Council. The Wilden Fee Study recommended the Fire Alarm System Fee be set at \$0.18 per square foot; \$264 Minimum. An error was made that read \$0.018 per square foot. The Fire Department is requesting approval to correct fee #29 to match the recommendation provided in the fee study documents. |                                            |                                                |
| <b>Additional Analysis</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                            |                                                |
| <b>Fiscal Impact Summary</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                            |                                                |
| <b>Fiscal Impact</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>Fund Number and Description</b>         | <b>Available Budget Amount</b>                 |
| <b>Exhibits Attached</b> (copies of original agreements)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                            |                                                |
| 1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 2024-009R - Fire Fee amendment (1.26.2024) | 2024-009R - Fire Fee amendment (1.26.2024).pdf |



*CITY OF CLERMONT*  
**RESOLUTION NO. 2024-009R**

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

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

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

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

**SECTION 1.**

The City Council does hereby amend Section 3 – Fire Review and Inspection Services, with strikethroughs indicating the removal of language and double underlines indicating the addition of language as follows:

**Fire Review Fees**

|                        |                                                                 |                                                        |
|------------------------|-----------------------------------------------------------------|--------------------------------------------------------|
| 29. Fire Alarm Systems | <del>\$0.018 per Square Foot;</del><br><del>\$264 Minimum</del> | <u>\$0.18 per Square Foot;</u><br><u>\$264 Minimum</u> |
|------------------------|-----------------------------------------------------------------|--------------------------------------------------------|

**SECTION 2.**

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

**SECTION 3: CONFLICT**

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





*CITY OF CLERMONT*  
**RESOLUTION NO. 2024-009R**

**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. 2024-009R**

**DONE AND RESOLVED** by the Mayor of the City Council of the City of Clermont, Lake County, Florida, 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



# CITY OF CLERMONT

## AGENDA ITEM

Page 1 of 1

|                                                                                                                                                                                                                                                                                     |                                    |                                |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|--------------------------------|
| <b>Meeting Date</b>                                                                                                                                                                                                                                                                 |                                    |                                |
| Tuesday, February 13, 2024                                                                                                                                                                                                                                                          |                                    |                                |
| <b>Agenda Item Name</b>                                                                                                                                                                                                                                                             |                                    |                                |
| Mutual Aid Agreement Approval                                                                                                                                                                                                                                                       |                                    |                                |
| <b>Requested Action</b>                                                                                                                                                                                                                                                             |                                    |                                |
| <b>Staff Report</b>                                                                                                                                                                                                                                                                 |                                    |                                |
| This is a mutual aid agreement (MOU) between the Groveland Police Department and the Clermont Police Department. This agreement allows each agency to render law enforcement assistance to the other in dealing with any violations of Florida Statutes as stated in the agreement. |                                    |                                |
| <b>Additional Analysis</b>                                                                                                                                                                                                                                                          |                                    |                                |
| <b>Fiscal Impact Summary</b>                                                                                                                                                                                                                                                        |                                    |                                |
| Potential costs are included in the department's annual budget, and referenced within Section V of the agreement.                                                                                                                                                                   |                                    |                                |
| <b>Fiscal Impact</b>                                                                                                                                                                                                                                                                | <b>Fund Number and Description</b> | <b>Available Budget Amount</b> |
| <b>Exhibits Attached</b> (copies of original agreements)                                                                                                                                                                                                                            |                                    |                                |
| 1. Groveland MOU                                                                                                                                                                                                                                                                    | Groveland MOU.pdf                  |                                |

**Supplemental**  
**Voluntary Cooperation and Operational Assistance**  
**Mutual Aid Agreement**

**WITNESSETH**

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

- (1) Continuing, multi-jurisdictional criminal activity, so as to protect the public peace and safety, and preserve the lives and property of citizens.
- (2) Intensive situations, including, but not limited to, natural or manmade disasters or emergencies as defined under Section 252.34, Florida State Statute; and
- (3) Other violations of Florida Law when a law enforcement officer is outside of his or her city limits.

**WHEREAS**, the Groveland Police Department and the Clermont Police Department have authority under Section 23.12, Florida State Statute, et seq., the Florida Mutual Aid Act, to enter into a combined mutual aid agreement for law enforcement services which:

- (1) Permits voluntary cooperation and/or assistance of a routine law enforcement nature across jurisdictional lines; and
- (2) Provides for rendering of assistance in a law enforcement emergency.

**WHEREAS**, the Groveland Police Department and the Clermont Police Department intend to supplement, not replace, or eliminate, the mutual aid agreement entered into in March of 2017 between the Groveland Police Department, Clermont Police Department and other law enforcement agencies within Lake County.

**NOW THEREFORE**, the parties agree as follows:

**SECTION I: PROVISIONS FOR VOLUNTARY COOPERATION**

Each of the aforesaid law enforcement agencies hereby approve and enter into this agreement whereby each of the agencies may request and/or render law enforcement assistance to the other in dealing with any violation of the Florida State Statutes, too include, but not necessarily be limited to, investigating homicides, sex offenses, robberies, burglaries, thefts, gambling, motor vehicle thefts, controlled substance violations, DUI checkpoints, DUI and traffic violations, and with back-up services during patrol activities, school resource officers on official duty within 1000 feet of a school, and inter-agency task forces and/or joint investigations, and enforcing traffic laws and conducting accident investigations (pursuant to Florida Attorney General Advisory Legal Opinions 2002-46).

## **SECTION II: PRVISIONS FOR OPERATIONAL ASSISTANCE**

Each of the aforesaid law enforcement agencies hereby approve and enter into this agreement whereby each of the agencies may request and /or render law enforcement assistance to the other in dealing with any violation of Florida State Statute, to include, but not necessarily be limited to, dealing with civil disturbances, law enforcement emergencies, large protest, demonstrations, aircraft disasters, fire, hurricanes tornadoes, or other weather related crises, sporting events, community events, concerts parades, escapes from detention facilities, incidents requiring utilization of specialized unites.

## **SECTION III: PROCEDURES FOR REQUESTING ASSISTANCE**

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

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

Should a sworn law enforcement officer be in another subscribed agency's jurisdiction for matters of a routine nature, such as traveling through the jurisdiction on routine business, attending a meeting or going to or from work or transporting a prisoner and a violation of Florida Sate Statutes occurs in the presence of said party, he/she shall be empowered to render enforcement and act in accordance with law. Should enforcement action be taken, said party shall notify the agency having normal jurisdiction as soon as possible. Upon receiving notice, the agency having normal jurisdiction may elect to send law enforcement officers to the scene and said party shall then turn the situation over to them and offer any assistance requested, including, not limited to, a follow-up written report document the events and the actions taken.

If one of the parties of this agreement establishes probable cause to arrest and individual for a crime which occurred within their own jurisdiction and learns that the individual has fled to the jurisdiction of another agency within this agreement, the original officer who has probable cause may contact the jurisdiction for whom the suspect has entered into for permission to arrest said individual across jurisdictional boundaries. This provision shall only be used if the arrest is within a reasonable amount of time after probable cause has been established and a warrant has not yet been obtained. "Reasonableness of time" will not exceed 24-hours after the offense is reported to the agency.

## **SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITY**

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

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

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

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

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

## **SECTION V: LIABILITY**

Each party engaging in any mutual cooperation and assistance, pursuant to this agreement, agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while engaged in rendering such aid pursuant to this agreement, subject to the provisions of Section 786.28, Florida State Statute, where applicable.

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

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

## **SECTION VII: LIABILITY INSURANCE**

Each party shall provide satisfactory proof of liability insurance by one or more means specified in Section 768.28(6)(a), Florida State Statute in any amount which is, in the judgement of the governing body of that party, at least adequate to cover the risk to which that party may be exposed, should the insurance coverage, however provided, of any party be cancelled or undergoes material change that party shall notify all parties to this agreement of such change within ten (10) days of receipt of notice of actual knowledge of such change.

## **SECTION VIII: FORFEITURE PROVISIONS**

In the event an agency seized any real property, vessel, motor vehicle, aircraft, currency, or other property pursuant to the Florida Contraband Forfeiture Act during the performance of this agreement, the agency requesting assistance in the case is requested operation assistance and the seizing agency in the case of voluntary cooperation shall be responsible for maintaining any forfeiture action pursuant to Chapter 932, Florida Statutes. The agency pursuing the forfeiture action shall have the exclusive right to control and the responsibility to maintain the property in accordance with Chapter 932, Florida Statutes, to include, but not be limited to, the complete discretion to bring the action, dismiss the action and/or retain the proceeds.

## **SECTION IX: EFFECTIVE DATE**

This agreement shall take effect upon and approval by the hereinafter-named officials and shall continue in full force and effect until January 31, 2025. Under no circumstances may this agreement be renewed, amended, or extended except in writing and signed by all parties hereto.

## **SECTION X: CANCELLATION**

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

## SECTION XI: CONFLICTS

To the extent any part of this agreement conflicts with the interlocal agreement entered into by the Clermont Police Department and the Groveland Police Department in March of 2017, the interlocal agreement shall control.

---

Charles Broadway  
Chief of Police  
Clermont Police Department

---

Date

  
Shawn Ramsey  
Chief of Police  
Groveland Police Department

12/15/23

---

Date

---

Tim Murry  
Mayor  
City of Clermont

---

Date

  
Evelyn Wilson  
Mayor  
City of Groveland

12/18/2023

---

Date





# CITY OF CLERMONT

## AGENDA ITEM

Page 1 of 1

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                       |                                |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|--------------------------------|
| <b>Meeting Date</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                       |                                |
| Tuesday, February 13, 2024                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                       |                                |
| <b>Agenda Item Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                       |                                |
| Federally Funded Subaward and Grant Agreement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                       |                                |
| <b>Requested Action</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                       |                                |
| Request approval of the Subaward and Grant Agreement for DR 4673 - Hurricane Ian.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                       |                                |
| <b>Staff Report</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                       |                                |
| <p>In response to Hurricane Ian, FEMA allocated grant funds for communities to respond to and recover from major disasters. These funds were allotted to the Florida Division of Emergency Management, who will pass them down to qualified communities. In order to access the funds, the state requires that the attached agreement be signed and submitted. City staff have been working with FEMA contractors to request reimbursement for costs related to the storms due to multiple hurricanes and large storms. While the details of those requests are first reviewed and approved by staff at the federal level, the State of Florida also reviews and approves them before any funds are disbursed. Grant funds are then passed down from the federal level, to the state level, and ultimately to the city. In its role as a pass-through entity for these grant funded reimbursements, the State of Florida requires the city to agree to and abide by the attached agreement.</p> |                                                       |                                |
| <b>Additional Analysis</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                       |                                |
| <b>Fiscal Impact Summary</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                       |                                |
| The dollar amounts that will be requested for reimbursement are still being reviewed. There are no match requirements to receive these funds.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                       |                                |
| <b>Fiscal Impact</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>Fund Number and Description</b>                    | <b>Available Budget Amount</b> |
| <b>Exhibits Attached</b> (copies of original agreements)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                       |                                |
| 1. DR4673-Z3386-Clermont, City of-Subgrant Agreement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | DR4673-Z3386-Clermont, City of-Subgrant Agreement.pdf |                                |

**FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT for DR - 4673 - Hurricane Ian**

The following Agreement is made and information is provided pursuant to 2 CFR §200.332(a)(1):

|                                                                                                                      |                                                                                                                                             |
|----------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|
| Subrecipient's name:                                                                                                 | <u>Clermont, City of</u>                                                                                                                    |
| Subrecipient's unique entity identifier:                                                                             | <u>T36XEEDAA7QZ3</u>                                                                                                                        |
| Federal Award Date:                                                                                                  | <u>9/30/2022</u>                                                                                                                            |
| Subaward Period of Performance Start and End Date (Cat A-B):                                                         | <u>Sep 23, 2022- Mar 29, 2023</u>                                                                                                           |
| Subaward Period of Performance Start and End Date (Cat C-G):                                                         | <u>Sep 23, 2022- Mar 29, 2024</u>                                                                                                           |
| Amount of Federal Funds Obligated by this Agreement:                                                                 | <u>N/A</u>                                                                                                                                  |
| Total Amount of Federal Funds Obligated to the Subrecipient<br>by the pass-through entity to include this Agreement: | <u></u>                                                                                                                                     |
| Total Amount of the Federal Award committed to the Subrecipient<br>by the pass-through entity:                       | <u></u>                                                                                                                                     |
| Federal award project description (see Federal Funding<br>Accountability and Transparency Act (FFATA):               | <u>Grant for communities to respond to and<br/>recover from major disasters or<br/>emergencies and for limited mitigation<br/>measures.</u> |
| Name of Federal awarding agency:                                                                                     | <u>Department of Homeland Security (DHS)<br/>Federal Emergency Management Agency<br/>(FEMA)</u>                                             |
| Name of pass-through entity:                                                                                         | <u>Florida Division of Emergency<br/>Management (FDEM)</u>                                                                                  |
| Contact information for the pass-through entity:                                                                     | <u>2555 Shumard Oak Blvd.<br/>Tallahassee, FL 32399-2100</u>                                                                                |
| Assistance Listing Number (Formerly CFDA Number):                                                                    | <u>97.036</u>                                                                                                                               |

Assistance Listing Program Title (Formerly CFDA program Title): Clermont, City of

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Clermont, City of (hereinafter referred to as the "Subrecipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Subrecipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The Subrecipient, by its decision to participate in this grant program, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by the Division, the Federal Awarding Agency, or any other State and Federal agencies with audit, regulatory, or enforcement authority;

C. This Agreement establishes the relationship between the Division and the Subrecipient to allow the Division to pay grant funds to the Subrecipient.

THEREFORE, the Division and the Subrecipient agree to the following:

**(1) APPLICATION OF STATE LAW TO THIS AGREEMENT**

2 CFR § 200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance," applies to this Agreement.

**(2) LAWS, RULES, REGULATIONS AND POLICIES**

a. Performance under this Agreement is subject to 2 CFR Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. In addition to the foregoing, the Subrecipient and the Division shall be governed by all applicable State and Federal laws, rules, and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. The applicable statutes, rules, or regulations are the statutes, rules, or regulations in effect at the time of the declaration of the incident through which federal funds are awarded, or as otherwise indicated as retroactively applied.

**(3) CONTACT**

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Subrecipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Subrecipient performance; and
- ii. Review and document all deliverables for which the Subrecipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Name            Jennifer Stallings  
Title            Grant Program Manager  
Bureau of       Recovery  
Address:       Florida Division of Emergency Management  
                     2555 Shumard Oak Blvd.  
                     Tallahassee, FL 32399-2100  
Telephone:     (850) 815-4408  
Email:           Jennifer.Stallings@em.myflorida.com

c. The name and address of the Representative of the Subrecipient responsible for the administration of this Agreement is:

Name: Scott Borrer  
Address: 685 W Montrose  
                 Clermont, FL 34711

Telephone: 352-241-7368  
Email: sborror@clermontfl.org

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative will be provided to the other party in writing via letter or electronic email.

e. Systems Access: It is the Subrecipient's responsibility to maintain current active users in the Division's grants management system in accordance with Attachment B to this Agreement ("Systems Access Form").

**(4) TERMS AND CONDITIONS**

This Agreement contains all the terms and conditions agreed upon by the parties.

**(5) EXECUTION**

This Agreement may be executed in any number of counterparts, of which may be taken as an original.

**(6) MODIFICATION**

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

**(7) SCOPE OF WORK**

The Subrecipient shall perform the work as approved by FEMA and provide the necessary documentation to substantiate work completed.

**(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE**

The Period of Agreement establishes a timeframe for all Subrecipient contractual obligations to be completed. Upon execution by both parties, this Agreement shall begin on the first day of the incident period for the disaster applicable to the agreement and shall end upon closeout of the Subrecipient's account for this disaster by the Federal Awarding Agency, unless terminated earlier as specified elsewhere in this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods. Work may only be performed during the timeframes established and approved by FEMA for each Category of Work type.

**(9) FUNDING**

a. The amount of total available funding for this subgrant is limited to the amount obligated by the Federal Awarding Agency for all projects approved for this Subrecipient for DR - 4673 - Hurricane Ian. Payments to Subrecipients are contingent upon the granting of budget authority to the Division.

b. Pursuant to section 252.37(5)(a), Florida Statutes, unless otherwise specified in the General Appropriations Act, whenever the State accepts financial assistance from the Federal Government or its agencies under the Federal Public Assistance Program and such financial assistance is conditioned upon a requirement for matching funds, the State shall provide the entire match requirement for state agencies and one-half of the required match for grants to Local governments. **Affected Local governments shall be required to provide one-half of the required match prior to receipt of such financial assistance. Section 252.37, Florida Statutes, does not**

**apply to Subrecipients that are considered Private Non-Profit entities, therefore the entire non-federal share shall be the responsibility of the Private Non-Profit Subrecipient.**

c. The Executive Office of the Governor may approve a waiver to local governments for the Non-Federal match requirement. The local government must apply for the waiver in accordance with Section 252.37(5)(b), Florida Statutes. Local governments must apply for the match waiver independently from their respective County.

#### **(10) PAYMENT**

a. The payment method used by the Division is either a Cost Reimbursement or an Advance Payment. Advance payments will be governed by Chapter 216, Florida Statutes.

b. The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Subrecipient.

#### **(11) REPAYMENTS**

a. Refunds or repayments of obligated funds may be paid to the Division through check or through a payment plan as approved by the Department of Financial Services. Additionally, FEMA may permit the Division to off-set against other obligated projects where deemed appropriate. In accordance with Chapter 255, Florida Statutes, the Subrecipient has 30 days to repay the funds from the issuance of the invoice from the Division. The Division may impose a 1% per month interest fee for unpaid invoices.

b. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management," and must include the invoice number and the applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

Division of Emergency Management  
Cashier  
2555 Shumard Oak Boulevard  
Tallahassee FL 32399-2100

#### **(12) RECORDS**

a. As required by 2 CFR § 200.334, and modified by Florida Department of State's record retention requirements (Fla. Admin. Code R. 1B-24.003), the Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and all relevant terms and conditions of the award paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. This period may be extended for reasons including, but not limited to, litigation, fraud, or appeal. As required by 2 CFR § 200.303(e), the Subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal Awarding Agency or the Division designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

b. The Subrecipient shall maintain all records for the Subrecipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient

to determine compliance with the requirements and objectives of the award and all other applicable laws and regulations.

### **(13) AUDITS**

- a. The Subrecipient shall comply with the audit requirements contained in 2 CFR Part 200, Subpart F.
- b. As required by 2 CFR § 200.337(a), “The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the [Division], or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the [Subrecipient] which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the [Subrecipient’s] personnel for the purpose of interview and discussion related to such documents.” The right of access is not limited to the required retention period but lasts as long as the records are retained (2 CFR § 200.337(c)).
- c. As required by 2 CFR § 200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient’s personnel for the purpose of interview and discussion related to such documents.

### **(14) REPORTS**

- a. Consistent with 2 CFR § 200.329, the Subrecipient shall provide the Division with quarterly reports and any applicable financial reporting, including reports required by the Federal Funding Accountability and Transparency Act (FFATA). These reports shall include the current status and progress by the Subrecipient and, as applicable, all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

|                | <b>Reporting Time Period</b> | <b>Subrecipient Report Submittal Deadline</b> |
|----------------|------------------------------|-----------------------------------------------|
| Quarter 1 (Q1) | October 1 – December 31      | January 15                                    |
| Quarter 2 (Q2) | January 1 – March 31         | April 15                                      |
| Quarter 3 (Q3) | April 1 – June 30            | July 15                                       |
| Quarter 4 (Q4) | July 1 – September 30        | October 15                                    |

- b. The Subrecipient agrees to submit quarterly reports to the Division no later than fifteen (15) days after the end of each quarter of the program year and to submit quarterly reports each quarter until one quarter past the closeout of each project in the Division’s Grant Management System. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.
- c. The closeout report is due sixty (60) days after completion of each project worksheet associated with the applicant executing this Agreement, or sixty (60) days after termination of this Agreement, whichever first occurs.

d. The Subrecipient shall provide additional program reports, updates, or information that may be required by the Division or the Federal awarding agency.

**(15) MONITORING**

a. The Division shall monitor the performance of the Subrecipient under this Agreement to ensure that the Scope of Work is being accomplished within the specified time periods, and that other performance goals are being met.

b. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that an audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Division to the Subrecipient regarding such audit.

c. Small Projects, as defined in 44 CFR § 206.203, that are obligated above the Federal Simplified Acquisition Threshold (SAT) will be subject to enhanced oversight and monitoring by the Division as authorized by 2 CFR § 200.332(a)(2).

**(16) LIABILITY**

a. Unless the Subrecipient is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, the Subrecipient is solely responsible to third parties it deals with in carrying out the terms of this Agreement. As authorized by section 768.28(19), Florida Statutes, Subrecipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of the Division but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Subrecipient which is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subrecipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

**(17) TERMINATION**

This Agreement terminates upon the completion of all eligible work and payment of all eligible costs in accordance with the Public Assistance Program requirements. The Division and Subrecipient agree that all records will be maintained until the conclusion of any record retention period.

**(18) PROCUREMENT**

a. The Subrecipient must ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, including 2 CFR §§ 200.318 through 200.327 as well as Appendix II to 2 CFR Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards"). Additional requirements, guidance, templates, and checklists regarding procurement may be obtained through the FEMA Procurement Disaster Assistance Team. Resources found here: <https://www.fema.gov/grants/procurement>.

b. The Subrecipient must include all applicable federal contract terms for all contracts for which federal

funds are received.

If the Subrecipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Subrecipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Division, its employees and/or their contractors, and the Subrecipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

c. The Subrecipient must monitor and document, in the quarterly report, the contractor's progress in performing its work on its behalf under this Agreement in addition to its own progress.

d. The Subrecipient must ensure all contracts conform to sections 287.057 and 288.703, Florida Statutes, as applicable.

#### **(19) ATTACHMENTS**

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

- i. Attachment A – Certification Regarding Debarment
- ii. Attachment B – Systems Access Form
- iii. Attachment C – Certification Regarding Lobbying



IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**SUBRECIPIENT:** Clermont, City of

By: \_\_\_\_\_

(Signature)

Name: Tim Murry

Title: Mayor, City of Clermont

Date: \_\_\_\_\_

**STATE OF FLORIDA**

**DIVISION OF EMERGENCY MANAGEMENT**

By: \_\_\_\_\_  
Governor's Authorized Representative

Date: \_\_\_\_\_

**Attachment A**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
and VOLUNTARY EXCLUSION**

The Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and
3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:
  - a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction, or b) violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

The Subrecipient understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Subrecipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

By: \_\_\_\_\_

Signature

**Tim Murry, Mayor**

Name and Title

**685 West Montrose Street**

Street Address

**Clermont, FL, 34711**

City, State, Zip

\_\_\_\_\_  
Date

**Clermont, City of**

Subrecipient's Name

**Z3386**

DEM Contract Number

## Attachment B

### SYSTEMS ACCESS

The **System Access Form** is submitted with each new disaster or emergency declaration to identify the Subrecipient's contacts for the FDEM Grants Management System in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Systems Access Form is originally submitted as Attachment "B" to the PA Funding Agreement. The Subrecipient is responsible for regularly reviewing its contacts. Contacts should be removed within 14 days of separation, retirement, or are reassignment by the Subrecipient. A new form will only be needed if all listed contacts have separated from the Agency. If a new Systems Access form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FDEM Grants Management System for the specified grant. All users must log in on a monthly basis to keep their accounts from becoming locked. **Note: the Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.**

#### Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FDEM Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FDEM Grants Management System within twelve (12) hours of being notified or their account will lock them out. Each user must log in within a sixty (60) day period or their account will lock them out. In the event you try to log in and your account is locked, users must submit a request for unlocking to [RPA.Help@em.myflorida.com](mailto:RPA.Help@em.myflorida.com).

The form is divided into twelve blocks; each block must be completed where appropriate.

**Block 1: "Authorized Agent"** – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. A subsequent new Authorized Agent must be designated through a letter on letterhead from the Subrecipient's Authorized Representative. It is recommended to delegate this authority to an organizational staff member to avoid delays in grant management (Only one Authorized Agent is allowed, and this person will have full access/authority unless otherwise requested).

**Block 2: "Primary Contact"** – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FDEM Grants Management System. The Authorized Agent may designate a new Primary Contact. (Only one Primary Contact is allowed, and this contact will have full access).

**Block 3: "Alternate Contact"** – This is the person designated by your organization to be available when the Primary is not. Either the Authorized Agent or Primary Contact may designate a new Alternate Contact. (Only one Alternate Contact is allowed, and this contact will have full access).

**Block 4, 5, and 6: "Other"** (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between State and Local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

**Block 7 – 12: "Other"** (Read Only Access) – There is no limit on "Other" contacts, but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FDEM Grants Management System.

**Note: The Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.**

**SYSTEMS ACCESS FORM (CONTACTS)**  
**FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM**  
**FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

**Subrecipient:** Clermont, City of

**Box 1: Authorized Agent (Full Access)**

Name  
Tim Murry

Signature

Organization / Official Position  
Mayor, City of Clermont

Mailing Address  
685 W Montrose

City, State, Zip  
Clermont, FL 34711

Daytime Telephone

E-mail Address  
tmurry@clermontfl.org

**Box 2: Primary Contact (Full Access)**

Name  
Scott Keyes

Signature

Organization / Official Position  
Grants & Special Projects Manager

Mailing Address  
685 W Montrose

City, State, Zip  
Clermont, FL 34711

Daytime Telephone  
352-241-7324

E-mail Address  
skeyes@clermontfl.org

**Box 3: Alternate Contact (Full Access)**

Name  
Scott Borrer

Signature

Organization / Official Position  
Interim Finance Director

Mailing Address  
685 W Montrose

City, State, Zip  
Clermont, FL 34711

Daytime Telephone  
352-241-7368

E-mail Address  
sborrer@clermontfl.org

**Box 4: Other-Finance/Point of Contact (Full Access)**

Name

Signature

Organization / Official Position

Mailing Address

City, State, Zip

Daytime Telephone

E-mail Address

**Box 5: Other-Risk Mgmt-Insurance (Full Access)**

Name

Signature

Organization / Official Position

Mailing Address

City, State, Zip

Daytime Telephone

E-mail Address

**Box 6: Other-Environmental-Historic (Full Access)**

Name

Signature

Organization / Official Position

Mailing Address

City, State, Zip

Daytime Telephone

E-mail Address

The above contacts may utilize the FDEM Grants Management System to perform the Subrecipient's responsibilities regarding the Public Assistance Grant according to their level of access. The Subrecipient is responsible for ensuring that all contacts are correct and up-to-date.

\_\_\_\_\_  
**Subrecipient Authorized Representative Signature**

\_\_\_\_\_  
**Date**

**SYSTEMS ACCESS FORM (CONTACTS)  
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM  
FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

**Subrecipient:** Clermont, City of

**Date:**

**Box 7: Other** (Read Only Access)

**Box 8: Other** (Read Only Access)

Name  
Signature  
Organization / Official Position  
Mailing Address  
City, State, Zip  
Daytime Telephone  
E-mail Address

Name  
Signature  
Organization / Official Position  
Mailing Address  
City, State, Zip  
Daytime Telephone  
E-mail Address

**Box 9: Other** (Read Only Access)

**Box 10: Other** (Read Only Access)

Name  
Signature  
Organization / Official Position  
Mailing Address  
City, State, Zip  
Daytime Telephone  
E-mail Address

Name  
Signature  
Organization / Official Position  
Mailing Address  
City, State, Zip  
Daytime Telephone  
E-mail Address

**Box 11: Other** (Read Only Access)

**Box 12: Other** (Read Only Access)

Name  
Signature  
Organization / Official Position  
Mailing Address  
City, State, Zip  
Daytime Telephone  
E-mail Address

Name  
Signature  
Organization / Official Position  
Mailing Address  
City, State, Zip  
Daytime Telephone  
E-mail Address

Subrecipient's Fiscal Year (FY) Start: **Month:** **Day:**

Subrecipient's Federal Employer's Identification Number (EIN) 59-6000290

Subrecipient's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management

Subrecipient's: FIPS Number (If Known) 069-12925-00

**Attachment C**  
**Certification Regarding Lobbying**

**APPENDIX A, 44 CFR PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Subrecipient or contractor, City of Clermont, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Subrecipient/contractor's Authorized Official

Tim Murry, Mayor  
\_\_\_\_\_  
Name and Title of Subrecipient/contractor's Authorized Official

\_\_\_\_\_  
Date



# CITY OF CLERMONT

## AGENDA ITEM

Page 1 of 1

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                   |                                |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|--------------------------------|
| <b>Meeting Date</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                   |                                |
| Tuesday, February 13, 2024                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                   |                                |
| <b>Agenda Item Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                   |                                |
| Federally Funded Subaward and Grant Agreement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                   |                                |
| <b>Requested Action</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                   |                                |
| Request approval of the Subaward and Grant Agreement for DR 4680 - Hurricane Nicole.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                   |                                |
| <b>Staff Report</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                   |                                |
| <p>In response to Hurricane Nicole, FEMA allocated grant funds for communities to respond to and recover from major disasters. These funds were allotted to the Florida Division of Emergency Management, who will pass them down to qualified communities. In order to access the funds, the state requires that the attached agreement be signed and submitted. Due to multiple hurricanes and large storms, city staff have been working with FEMA contractors to request reimbursement for costs related to the storms. While the details of those requests are first reviewed and approved by staff at the federal level, the State of Florida also reviews them and approves them before any funds are disbursed. Grant funds are then passed down from the federal level, to the state level, and ultimately to the city. In its role as a pass-thru entity for these grant funded reimbursements, the State of Florida requires the city to agree to and abide by the attached agreement.</p> |                                                                   |                                |
| <b>Additional Analysis</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                   |                                |
| <b>Fiscal Impact Summary</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                   |                                |
| The dollar amounts that will be requested for reimbursement are still being reviewed. There are no match requirements to receive these funds.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                   |                                |
| <b>Fiscal Impact</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>Fund Number and Description</b>                                | <b>Available Budget Amount</b> |
| <b>Exhibits Attached</b> (copies of original agreements)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                   |                                |
| 1. DR4680-FL-Z3649-Clermont, City of-Subgrant Agreement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | DR4680-FL-Z3649-Clermont, City of-Subgrant Agreement Unsigned.pdf |                                |

**FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT for DR - 4680 - Hurricane Nicole**

The following Agreement is made and information is provided pursuant to 2 CFR §200.332(a)(1):

Subrecipient's name: Clermont, City of

Subrecipient's unique entity identifier: T36XEEDA7QZ3

Federal Award Date: Dec 17, 2022

Subaward Period of Performance Start and End Date (Cat A-B): Nov 7, 2022 - June 13, 2023

Subaward Period of Performance Start and End Date (Cat C-G): Nov 7, 2022 - June 13, 2024

Amount of Federal Funds Obligated by this Agreement: N/A

Total Amount of Federal Funds Obligated to the Subrecipient  
by the pass-through entity to include this Agreement: \_\_\_\_\_

Total Amount of the Federal Award committed to the Subrecipient  
by the pass-through entity: \_\_\_\_\_

Federal award project description (see Federal Funding  
Accountability and Transparency Act (FFATA): Grant for communities to respond to and  
recover from major disasters or  
emergencies and for limited mitigation  
measures.

Name of Federal awarding agency: Department of Homeland Security (DHS)  
Federal Emergency Management Agency  
(FEMA)

Name of pass-through entity: Florida Division of Emergency  
Management (FDEM)

Contact information for the pass-through entity: 2555 Shumard Oak Blvd.  
Tallahassee, FL 32399-2100

Assistance Listing Number (Formerly CFDA Number): 97.036

Assistance Listing Program Title (Formerly CFDA program Title): Disaster Grants - Public Assistance (Presidentially  
Declared Disasters)

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with  
headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Clermont, City of  
(hereinafter referred to as the "Subrecipient").

**THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:**

A. The Subrecipient represents that it is fully qualified and eligible to receive these grant funds to provide  
the services identified herein;

B. The Subrecipient, by its decision to participate in this grant program, bears the ultimate responsibility for  
ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate  
consequences of any adverse decisions rendered by the Division, the Federal Awarding Agency, or any other State  
and Federal agencies with audit, regulatory, or enforcement authority;



C. This Agreement establishes the relationship between the Division and the Subrecipient to allow the Division to pay grant funds to the Subrecipient.

THEREFORE, the Division and the Subrecipient agree to the following:

**(1) APPLICATION OF STATE LAW TO THIS AGREEMENT**

2 CFR § 200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance," applies to this Agreement.

**(2) LAWS, RULES, REGULATIONS AND POLICIES**

a. Performance under this Agreement is subject to 2 CFR Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. In addition to the foregoing, the Subrecipient and the Division shall be governed by all applicable State and Federal laws, rules, and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. The applicable statutes, rules, or regulations are the statutes, rules, or regulations in effect at the time of the declaration of the incident through which federal funds are awarded, or as otherwise indicated as retroactively applied.

**(3) CONTACT**

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Subrecipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Subrecipient performance; and
- ii. Review and document all deliverables for which the Subrecipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Name            Jennifer Stallings  
Title            Grant Program Manager  
Bureau of       Recovery  
Address:       Florida Division of Emergency Management  
                     2555 Shumard Oak Blvd.  
                     Tallahassee, FL 32399-2100  
Telephone:     (850) 815-4408  
Email:           Jennifer.Stallings@em.myflorida.com

c. The name and address of the Representative of the Subrecipient responsible for the administration of this Agreement is:

Name: Scott Borrer  
Address: 685 W Montrose  
                 Clermont, FL 34711

Telephone: 352-241-7368

Email: sborrow@clermontfl.org

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative will be provided to the other party in writing via letter or electronic email.

e. Systems Access: It is the Subrecipient's responsibility to maintain current active users in the Division's grants management system in accordance with Attachment B to this Agreement ("Systems Access Form").

**(4) TERMS AND CONDITIONS**

This Agreement contains all the terms and conditions agreed upon by the parties.

**(5) EXECUTION**

This Agreement may be executed in any number of counterparts, of which may be taken as an original.

**(6) MODIFICATION**

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

**(7) SCOPE OF WORK**

The Subrecipient shall perform the work as approved by FEMA and provide the necessary documentation to substantiate work completed.

**(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE**

The Period of Agreement establishes a timeframe for all Subrecipient contractual obligations to be completed. Upon execution by both parties, this Agreement shall begin on the first day of the incident period for the disaster applicable to the agreement and shall end upon closeout of the Subrecipient's account for this disaster by the Federal Awarding Agency, unless terminated earlier as specified elsewhere in this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods. Work may only be performed during the timeframes established and approved by FEMA for each Category of Work type.

**(9) FUNDING**

a. The amount of total available funding for this subgrant is limited to the amount obligated by the Federal Awarding Agency for all projects approved for this Subrecipient for DR - 4680 - Hurricane Nicole. Payments to Subrecipients are contingent upon the granting of budget authority to the Division.

b. Pursuant to section 252.37(5)(a), Florida Statutes, unless otherwise specified in the General Appropriations Act, whenever the State accepts financial assistance from the Federal Government or its agencies under the Federal Public Assistance Program and such financial assistance is conditioned upon a requirement for matching funds, the State shall provide the entire match requirement for state agencies and one-half of the required match for grants to Local governments. **Affected Local governments shall be required to provide one-half of the required match prior to receipt of such financial assistance. Section 252.37, Florida Statutes, does not**

**apply to Subrecipients that are considered Private Non-Profit entities, therefore the entire non-federal share shall be the responsibility of the Private Non-Profit Subrecipient.**

c. The Executive Office of the Governor may approve a waiver to local governments for the Non-Federal match requirement. The local government must apply for the waiver in accordance with Section 252.37(5)(b), Florida Statutes. Local governments must apply for the match waiver independently from their respective County.

#### **(10) PAYMENT**

a. The payment method used by the Division is either a Cost Reimbursement or an Advance Payment. Advance payments will be governed by Chapter 216, Florida Statutes.

b. The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Subrecipient.

#### **(11) REPAYMENTS**

a. Refunds or repayments of obligated funds may be paid to the Division through check or through a payment plan as approved by the Department of Financial Services. Additionally, FEMA may permit the Division to off-set against other obligated projects where deemed appropriate. In accordance with Chapter 255, Florida Statutes, the Subrecipient has 30 days to repay the funds from the issuance of the invoice from the Division. The Division may impose a 1% per month interest fee for unpaid invoices.

b. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management," and must include the invoice number and the applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

Division of Emergency Management  
Cashier  
2555 Shumard Oak Boulevard  
Tallahassee FL 32399-2100

#### **(12) RECORDS**

a. As required by 2 CFR § 200.334, and modified by Florida Department of State's record retention requirements (Fla. Admin. Code R. 1B-24.003), the Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and all relevant terms and conditions of the award paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. This period may be extended for reasons including, but not limited to, litigation, fraud, or appeal. As required by 2 CFR § 200.303(e), the Subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal Awarding Agency or the Division designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

b. The Subrecipient shall maintain all records for the Subrecipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient

to determine compliance with the requirements and objectives of the award and all other applicable laws and regulations.

**(13) AUDITS**

- a. The Subrecipient shall comply with the audit requirements contained in 2 CFR Part 200, Subpart F.
- b. As required by 2 CFR § 200.337(a), “The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the [Division], or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the [Subrecipient] which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the [Subrecipient’s] personnel for the purpose of interview and discussion related to such documents.” The right of access is not limited to the required retention period but lasts as long as the records are retained (2 CFR § 200.337(c)).
- c. As required by 2 CFR § 200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient’s personnel for the purpose of interview and discussion related to such documents.

**(14) REPORTS**

- a. Consistent with 2 CFR § 200.329, the Subrecipient shall provide the Division with quarterly reports and any applicable financial reporting, including reports required by the Federal Funding Accountability and Transparency Act (FFATA). These reports shall include the current status and progress by the Subrecipient and, as applicable, all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

|                | Reporting Time Period   | Subrecipient Report Submittal Deadline |
|----------------|-------------------------|----------------------------------------|
| Quarter 1 (Q1) | October 1 – December 31 | January 15                             |
| Quarter 2 (Q2) | January 1 – March 31    | April 15                               |
| Quarter 3 (Q3) | April 1 – June 30       | July 15                                |
| Quarter 4 (Q4) | July 1 – September 30   | October 15                             |

- b. The Subrecipient agrees to submit quarterly reports to the Division no later than fifteen (15) days after the end of each quarter of the program year and to submit quarterly reports each quarter until one quarter past the closeout of each project in the Division’s Grant Management System. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.
- c. The closeout report is due sixty (60) days after completion of each project worksheet associated with the applicant executing this Agreement, or sixty (60) days after termination of this Agreement, whichever first occurs.

d. The Subrecipient shall provide additional program reports, updates, or information that may be required by the Division or the Federal awarding agency.

#### **(15) MONITORING**

a. The Division shall monitor the performance of the Subrecipient under this Agreement to ensure that the Scope of Work is being accomplished within the specified time periods, and that other performance goals are being met.

b. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that an audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Division to the Subrecipient regarding such audit.

c. Small Projects, as defined in 44 CFR § 206.203, that are obligated above the Federal Simplified Acquisition Threshold (SAT) will be subject to enhanced oversight and monitoring by the Division as authorized by 2 CFR § 200.332(a)(2).

#### **(16) LIABILITY**

a. Unless the Subrecipient is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, the Subrecipient is solely responsible to third parties it deals with in carrying out the terms of this Agreement. As authorized by section 768.28(19), Florida Statutes, Subrecipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of the Division but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Subrecipient which is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subrecipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

#### **(17) TERMINATION**

This Agreement terminates upon the completion of all eligible work and payment of all eligible costs in accordance with the Public Assistance Program requirements. The Division and Subrecipient agree that all records will be maintained until the conclusion of any record retention period.

#### **(18) PROCUREMENT**

a. The Subrecipient must ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, including 2 CFR §§ 200.318 through 200.327 as well as Appendix II to 2 CFR Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards"). Additional requirements, guidance, templates, and checklists regarding procurement may be obtained through the FEMA Procurement Disaster Assistance Team. Resources found here: <https://www.fema.gov/grants/procurement>.

b. The Subrecipient must include all applicable federal contract terms for all contracts for which federal

funds are received.

If the Subrecipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Subrecipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Division, its employees and/or their contractors, and the Subrecipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

c. The Subrecipient must monitor and document, in the quarterly report, the contractor's progress in performing its work on its behalf under this Agreement in addition to its own progress.

d. The Subrecipient must ensure all contracts conform to sections 287.057 and 288.703, Florida Statutes, as applicable.

#### **(19) ATTACHMENTS**

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

- i. Attachment A – Certification Regarding Debarment
- ii. Attachment B – Systems Access Form
- iii. Attachment C – Certification Regarding Lobbying

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**SUBRECIPIENT:** Clermont, City of

By: \_\_\_\_\_

(Signature)

Name: Tim Murry

Title: Mayor, City of Clermont

Date: \_\_\_\_\_

**STATE OF FLORIDA**

**DIVISION OF EMERGENCY MANAGEMENT**

By: \_\_\_\_\_  
Governor's Authorized Representative

Date: \_\_\_\_\_

**Attachment A**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
and VOLUNTARY EXCLUSION**

The Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and
3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:
  - a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction, or b) violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

The Subrecipient understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Subrecipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

By: \_\_\_\_\_

Signature

**Tim Murry, Mayor**

Name and Title

**685 West Montrose Street**

Street Address

**Clermont, FL, 34711**

City, State, Zip

\_\_\_\_\_  
Date

**Clermont, City of**

Subrecipient's Name

**Z3649**

DEM Contract Number



## Attachment B

Type text here. Type text here  
**SYSTEMS ACCESS**

The **System Access Form** is submitted with each new disaster or emergency declaration to identify the Subrecipient's contacts for the FDEM Grants Management System in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Systems Access Form is originally submitted as Attachment "B" to the PA Funding Agreement. The Subrecipient is responsible for regularly reviewing its contacts. Contacts should be removed within 14 days of separation, retirement, or are reassignment by the Subrecipient. A new form will only be needed if all listed contacts have separated from the Agency. If a new Systems Access form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FDEM Grants Management System for the specified grant. All users must log in on a monthly basis to keep their accounts from becoming locked. **Note: the Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.**

### Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FDEM Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FDEM Grants Management System within twelve (12) hours of being notified or their account will lock them out. Each user must log in within a sixty (60) day period or their account will lock them out. In the event you try to log in and your account is locked, users must submit a request for unlocking to [RPA.Help@em.myflorida.com](mailto:RPA.Help@em.myflorida.com).

The form is divided into twelve blocks; each block must be completed where appropriate.

**Block 1:** "Authorized Agent" – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. A subsequent new Authorized Agent must be designated through a letter on letterhead from the Subrecipient's Authorized Representative. It is recommended to delegate this authority to an organizational staff member to avoid delays in grant management (Only one Authorized Agent is allowed, and this person will have full access/authority unless otherwise requested).

**Block 2:** "Primary Contact" – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FDEM Grants Management System. The Authorized Agent may designate a new Primary Contact. (Only one Primary Contact is allowed, and this contact will have full access).

**Block 3:** "Alternate Contact" – This is the person designated by your organization to be available when the Primary is not. Either the Authorized Agent or Primary Contact may designate a new Alternate Contact. (Only one Alternate Contact is allowed, and this contact will have full access).

**Block 4, 5, and 6:** "Other" (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between State and Local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

**Block 7 – 12:** "Other" (Read Only Access) – There is no limit on "Other" contacts, but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FDEM Grants Management System.

**Note: The Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.**

**SYSTEMS ACCESS FORM (CONTACTS)**  
**FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM**  
**FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

**Subrecipient:** Clermont, City of

**Box 1: Authorized Agent (Full Access)**

Name **Tim Murry**  
 Signature  
 Organization / Official Position  
**City of Clermont, Mayor**  
 Mailing Address  
**685 W Montrose St**  
 City, State, Zip  
**Clermont, Florida 34711**  
 Daytime Telephone  
**352-241-7358**  
 E-mail Address  
**tmurry@clermontfl.org**

**Box 2: Primary Contact (Full Access)**

Name **Scott Borrer**  
 Signature  
 Organization / Official Position  
**Interim Finance Director**  
 Mailing Address  
**685 W Montrose St**  
 City, State, Zip  
**Clermont, Florida 34711**  
 Daytime Telephone  
**352-241-7368**  
 E-mail Address  
**sborrer@clermontfl.org**

**Box 3: Alternate Contact (Full Access)**

Name **Scott Keyes**  
 Signature  
 Organization / Official Position  
**Grants & Special Projects Manager**  
 Mailing Address  
**685 W Montrose St**  
 City, State, Zip  
**Clermont, Florida 34711**  
 Daytime Telephone  
**352-241-7324**  
 E-mail Address  
**skeyes@clermontfl.org**

**Box 4: Other-Finance/Point of Contact (Full Access)**

Name  
 Signature  
 Organization / Official Position  
 Mailing Address  
 City, State, Zip  
 Daytime Telephone  
 E-mail Address

**Box 5: Other-Risk Mgmt-Insurance (Full Access)**

Name  
 Signature  
 Organization / Official Position  
 Mailing Address  
 City, State, Zip  
 Daytime Telephone  
 E-mail Address

**Box 6: Other-Environmental-Historic (Full Access)**

Name  
 Signature  
 Organization / Official Position  
 Mailing Address  
 City, State, Zip  
 Daytime Telephone  
 E-mail Address

The above contacts may utilize the FDEM Grants Management System to perform the Subrecipient's responsibilities regarding the Public Assistance Grant according to their level of access. The Subrecipient is responsible for ensuring that all contacts are correct and up-to-date.

\_\_\_\_\_  
**Subrecipient Authorized Representative Signature**

\_\_\_\_\_  
**Date**

**SYSTEMS ACCESS FORM (CONTACTS)  
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM  
FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

**Subrecipient:** Clermont, City of

**Date:**

**Box 7: Other** (Read Only Access)

**Box 8: Other** (Read Only Access)

Name  
Signature  
Organization / Official Position  
Mailing Address  
City, State, Zip  
Daytime Telephone  
E-mail Address

Name  
Signature  
Organization / Official Position  
Mailing Address  
City, State, Zip  
Daytime Telephone  
E-mail Address

**Box 9: Other** (Read Only Access)

**Box 10: Other** (Read Only Access)

Name  
Signature  
Organization / Official Position  
Mailing Address  
City, State, Zip  
Daytime Telephone  
E-mail Address

Name  
Signature  
Organization / Official Position  
Mailing Address  
City, State, Zip  
Daytime Telephone  
E-mail Address

**Box 11: Other** (Read Only Access)

**Box 12: Other** (Read Only Access)

Name  
Signature  
Organization / Official Position  
Mailing Address  
City, State, Zip  
Daytime Telephone  
E-mail Address

Name  
Signature  
Organization / Official Position  
Mailing Address  
City, State, Zip  
Daytime Telephone  
E-mail Address

Subrecipient's Fiscal Year (FY) Start: **Month: Oct** **Day: 1st**

Subrecipient's Federal Employer's Identification Number (EIN) 59-6000290

Subrecipient's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management

Subrecipient's: FIPS Number (If Known) 069-12925-00

**Attachment C**  
**Certification Regarding Lobbying**

**APPENDIX A, 44 CFR PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Subrecipient or contractor, City of Clermont, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Subrecipient/contractor's Authorized Official

Tim Murry, Mayor  
\_\_\_\_\_  
Name and Title of Subrecipient/contractor's Authorized Official

\_\_\_\_\_  
Date



# CITY OF CLERMONT

## AGENDA ITEM

Page 1 of 1

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                       |                                |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|--------------------------------|
| <b>Meeting Date</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                       |                                |
| Tuesday, February 13, 2024                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                       |                                |
| <b>Agenda Item Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                       |                                |
| Federally Funded Subaward and Grant Agreement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                       |                                |
| <b>Requested Action</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                       |                                |
| Request approval of the Subaward and Grant Agreement for DR 4734 - Hurricane Idalia.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                       |                                |
| <b>Staff Report</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                       |                                |
| <p>In response to Hurricane Idalia, FEMA allocated grant funds for communities to respond to and recover from major disasters. These funds were allotted to the Florida Division of Emergency Management, who will pass them down to qualified communities. In order to access the funds, the state requires that the attached agreement be signed and submitted. Due to multiple hurricanes and large storms, city staff have been working with FEMA contractors to request reimbursement for costs related to the storms. While the details of those requests are first reviewed and approved by staff at the federal level, the State of Florida also reviews them and approves them before any funds are disbursed. Grant funds are then passed down from the federal level, to the state level, and ultimately to the city. In its role as a pass-thru entity for these grant funded reimbursements, the State of Florida requires the city to agree to and abide by the attached agreement.</p> |                                       |                                |
| <b>Additional Analysis</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                       |                                |
| <b>Fiscal Impact Summary</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                       |                                |
| The dollar amounts that will be requested for reimbursement are still being reviewed. There are no match requirements to receive these funds.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                       |                                |
| <b>Fiscal Impact</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>Fund Number and Description</b>    | <b>Available Budget Amount</b> |
| <b>Exhibits Attached</b> (copies of original agreements)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                       |                                |
| 1. DR4734 Clermont City of Agreement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | DR4734 Clermont City of Agreement.pdf |                                |

**FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT for DR - 4734 - Hurricane Idalia**

The following Agreement is made and information is provided pursuant to 2 CFR §200.332(a)(1):

Subrecipient's name: Clermont, City of

Subrecipient's unique entity identifier: T36XEEDA7QZ3

Federal Award Date: 09/01/2023

Subaward Period of Performance Start and End Date (Cat A-B): 08/31/2023 - 2/29/2024

Subaward Period of Performance Start and End Date (Cat C-G): 08/31/2023 - 2/28/2025

Amount of Federal Funds Obligated by this Agreement: N/A

Total Amount of Federal Funds Obligated to the Subrecipient

by the pass-through entity to include this Agreement:

Total Amount of the Federal Award committed to the Subrecipient

by the pass-through entity:

Federal award project description (see Federal Funding

### Accountability and Transparency Act (FFATA):

Grant for communities to respond to and recover from major disasters or emergencies and for limited mitigation measures.

Name of Federal awarding agency:

Department of Homeland Security (DHS)  
Federal Emergency Management Agency  
(FEMA)

Name of pass-through entity:

Florida Division of Emergency  
Management (FDEM)

Contact information for the pass-through entity:

2555 Shumard Oak Blvd.  
Tallahassee, FL 32399-2100

Assistance Listing Number (Formerly CFDA Number):

97.036

Assistance Listing Program Title (Formerly CFDA program Title): Disaster Grants - Public Assistance (Presidentially Declared Disasters)

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and \_\_\_\_\_ Clermont, City of \_\_\_\_\_ (hereinafter referred to as the "Subrecipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Subrecipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein:

B. The Subrecipient, by its decision to participate in this grant program, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by the Division, the Federal Awarding Agency, or any other State and Federal agencies with audit, regulatory, or enforcement authority;

C. This Agreement establishes the relationship between the Division and the Subrecipient to allow the Division to pay grant funds to the Subrecipient.

THEREFORE, the Division and the Subrecipient agree to the following:

**(1) APPLICATION OF STATE LAW TO THIS AGREEMENT**

2 CFR § 200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance," applies to this Agreement.

**(2) LAWS, RULES, REGULATIONS AND POLICIES**

a. Performance under this Agreement is subject to 2 CFR Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. In addition to the foregoing, the Subrecipient and the Division shall be governed by all applicable State and Federal laws, rules, and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. The applicable statutes, rules, or regulations are the statutes, rules, or regulations in effect at the time of the declaration of the incident through which federal funds are awarded, or as otherwise indicated as retroactively applied.

**(3) CONTACT**

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Subrecipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Subrecipient performance; and
- ii. Review and document all deliverables for which the Subrecipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Name            Mr. Stephane Malet  
Title            Grant Program Manager  
Bureau of       Recovery  
Address:       Florida Division of Emergency  
                     Management 2555 Shumard Oak Blvd.  
                     Tallahassee, FL 32399-2100  
Telephone:     (850) 815-4469  
Email:           Stephane.Malet@em.myflorida.com

c. The name and address of the Representative of the Subrecipient responsible for the administration of this Agreement is:

Name: Scott Borrer  
Address: 685 W Montrose St  
                 Clermont, FL 34711

Telephone: 352-241-7368  
Email: sborrow@clermontfl.org

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative will be provided to the other party in writing via letter or electronic email.

e. Systems Access: It is the Subrecipient's responsibility to maintain current active users in the Division's grants management system in accordance with Attachment B to this Agreement ("Systems Access Form").

**(4) TERMS AND CONDITIONS**

This Agreement contains all the terms and conditions agreed upon by the parties.

**(5) EXECUTION**

This Agreement may be executed in any number of counterparts, of which may be taken as an original.

**(6) MODIFICATION**

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

**(7) SCOPE OF WORK**

The Subrecipient shall perform the work as approved by FEMA and provide the necessary documentation to substantiate work completed.

**(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE**

The Period of Agreement establishes a timeframe for all Subrecipient contractual obligations to be completed. Upon execution by both parties, this Agreement shall begin on the first day of the incident period for the disaster applicable to the agreement and shall end upon closeout of the Subrecipient's account for this disaster by the Federal Awarding Agency, unless terminated earlier as specified elsewhere in this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods. Work may only be performed during the timeframes established and approved by FEMA for each Category of Work type.

**(9) FUNDING**

a. The amount of total available funding for this subgrant is limited to the amount obligated by the Federal Awarding Agency for all projects approved for this Subrecipient for DR - 4734 - Hurricane Idalia. Payments to Subrecipients are contingent upon the granting of budget authority to the Division.

b. Pursuant to section 252.37(5)(a), Florida Statutes, unless otherwise specified in the General Appropriations Act, whenever the State accepts financial assistance from the Federal Government or its agencies under the Federal Public Assistance Program and such financial assistance is conditioned upon a requirement for matching funds, the State shall provide the entire match requirement for state agencies and one-half of the required match for grants to Local governments. **Affected Local governments shall be required to provide one-half of the required match prior to receipt of such financial assistance. Section 252.37, Florida Statutes, does not**



**apply to Subrecipients that are considered Private Non-Profit entities, therefore the entire non-federal share shall be the responsibility of the Private Non-Profit Subrecipient.**

c. The Executive Office of the Governor may approve a waiver to local governments for the Non-Federal match requirement. The local government must apply for the waiver in accordance with Section 252.37(5)(b), Florida Statutes. Local governments must apply for the match waiver independently from their respective County.

#### **(10) PAYMENT**

a. The payment method used by the Division is either a Cost Reimbursement or an Advance Payment. Advance payments will be governed by Chapter 216, Florida Statutes.

b. The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Subrecipient.

#### **(11) REPAYMENTS**

a. Refunds or repayments of obligated funds may be paid to the Division through check or through a payment plan as approved by the Department of Financial Services. Additionally, FEMA may permit the Division to off-set against other obligated projects where deemed appropriate. In accordance with Chapter 255, Florida Statutes, the Subrecipient has 30 days to repay the funds from the issuance of the invoice from the Division. The Division may impose a 1% per month interest fee for unpaid invoices.

b. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management," and must include the invoice number and the applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

Division of Emergency Management  
Cashier  
2555 Shumard Oak Boulevard  
Tallahassee FL 32399-2100

#### **(12) RECORDS**

a. As required by 2 CFR § 200.334, and modified by Florida Department of State's record retention requirements (Fla. Admin. Code R. 1B-24.003), the Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and all relevant terms and conditions of the award paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. This period may be extended for reasons including, but not limited to, litigation, fraud, or appeal. As required by 2 CFR § 200.303(e), the Subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal Awarding Agency or the Division designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

b. The Subrecipient shall maintain all records for the Subrecipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient

to determine compliance with the requirements and objectives of the award and all other applicable laws and regulations.

### **(13) AUDITS**

- a. The Subrecipient shall comply with the audit requirements contained in 2 CFR Part 200, Subpart F.
- b. As required by 2 CFR § 200.337(a), “The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the [Division], or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the [Subrecipient] which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the [Subrecipient’s] personnel for the purpose of interview and discussion related to such documents.” The right of access is not limited to the required retention period but lasts as long as the records are retained (2 CFR § 200.337(c)).
- c. As required by 2 CFR § 200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient’s personnel for the purpose of interview and discussion related to such documents.

### **(14) REPORTS**

- a. Consistent with 2 CFR § 200.329, the Subrecipient shall provide the Division with quarterly reports and any applicable financial reporting, including reports required by the Federal Funding Accountability and Transparency Act (FFATA). These reports shall include the current status and progress by the Subrecipient and, as applicable, all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

|                | <b>Reporting Time Period</b> | <b>Subrecipient Report Submittal Deadline</b> |
|----------------|------------------------------|-----------------------------------------------|
| Quarter 1 (Q1) | October 1 – December 31      | January 15                                    |
| Quarter 2 (Q2) | January 1 – March 31         | April 15                                      |
| Quarter 3 (Q3) | April 1 – June 30            | July 15                                       |
| Quarter 4 (Q4) | July 1 – September 30        | October 15                                    |

- b. The Subrecipient agrees to submit quarterly reports to the Division no later than fifteen (15) days after the end of each quarter of the program year and to submit quarterly reports each quarter until one quarter past the closeout of each project in the Division’s Grant Management System. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.
- c. The closeout report is due sixty (60) days after completion of each project worksheet associated with the applicant executing this Agreement, or sixty (60) days after termination of this Agreement, whichever first occurs.

d. The Subrecipient shall provide additional program reports, updates, or information that may be required by the Division or the Federal awarding agency.

**(15) MONITORING**

a. The Division shall monitor the performance of the Subrecipient under this Agreement to ensure that the Scope of Work is being accomplished within the specified time periods, and that other performance goals are being met.

b. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that an audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Division to the Subrecipient regarding such audit.

c. Small Projects, as defined in 44 CFR § 206.203, that are obligated above the Federal Simplified Acquisition Threshold (SAT) will be subject to enhanced oversight and monitoring by the Division as authorized by 2 CFR § 200.332(a)(2).

**(16) LIABILITY**

a. Unless the Subrecipient is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, the Subrecipient is solely responsible to third parties it deals with in carrying out the terms of this Agreement. As authorized by section 768.28(19), Florida Statutes, Subrecipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of the Division but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Subrecipient which is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subrecipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

**(17) TERMINATION**

This Agreement terminates upon the completion of all eligible work and payment of all eligible costs in accordance with the Public Assistance Program requirements. The Division and Subrecipient agree that all records will be maintained until the conclusion of any record retention period.

**(18) PROCUREMENT**

a. The Subrecipient must ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, including 2 CFR §§ 200.318 through 200.327 as well as Appendix II to 2 CFR Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards"). Additional requirements, guidance, templates, and checklists regarding procurement may be obtained through the FEMA Procurement Disaster Assistance Team. Resources found here: <https://www.fema.gov/grants/procurement>.

b. The Subrecipient must include all applicable federal contract terms for all contracts for which federal

funds are received.

Type text here

If the Subrecipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Subrecipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Division, its employees and/or their contractors, and the Subrecipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

c. The Subrecipient must monitor and document, in the quarterly report, the contractor's progress in performing its work on its behalf under this Agreement in addition to its own progress.

d. The Subrecipient must ensure all contracts conform to sections 287.057 and 288.703, Florida Statutes, as applicable.

#### **(19) ATTACHMENTS**

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

- i. Attachment A – Certification Regarding Debarment
- ii. Attachment B – Systems Access Form
- iii. Attachment C – Certification Regarding Lobbying

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**SUBRECIPIENT:** Clermont, City of

By: \_\_\_\_\_

(Signature)

Name: Tim Murry

Title: Mayor, City of Clermont

Date: \_\_\_\_\_

**STATE OF FLORIDA**

**DIVISION OF EMERGENCY MANAGEMENT**

By: \_\_\_\_\_  
Governor's Authorized Representative

Date: \_\_\_\_\_

**Attachment A**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
and VOLUNTARY EXCLUSION**

The Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and
3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:
  - a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction, or b) violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

The Subrecipient understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Subrecipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

By: \_\_\_\_\_

Signature

Tim Murry, Mayor

Name and Title

685 West Montrose Street

Street Address

Clermont, FL, 34711

City, State, Zip

\_\_\_\_\_  
Date

Clermont, City of

Subrecipient's Name

Z4004

DEM Contract Number

## Attachment B

### SYSTEMS ACCESS

The **System Access Form** is submitted with each new disaster or emergency declaration to identify the Subrecipient's contacts for the FDEM Grants Management System in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Systems Access Form is originally submitted as Attachment "B" to the PA Funding Agreement. The Subrecipient is responsible for regularly reviewing its contacts. Contacts should be removed within 14 days of separation, retirement, or are reassignment by the Subrecipient. A new form will only be needed if all listed contacts have separated from the Agency. If a new Systems Access form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FDEM Grants Management System for the specified grant. All users must log in on a monthly basis to keep their accounts from becoming locked. **Note: the Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.**

#### Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FDEM Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FDEM Grants Management System within twelve (12) hours of being notified or their account will lock them out. Each user must log in within a sixty (60) day period or their account will lock them out. In the event you try to log in and your account is locked, users must submit a request for unlocking to [RPA.Help@em.myflorida.com](mailto:RPA.Help@em.myflorida.com).

The form is divided into twelve blocks; each block must be completed where appropriate.

**Block 1: "Authorized Agent"** – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. A subsequent new Authorized Agent must be designated through a letter on letterhead from the Subrecipient's Authorized Representative. It is recommended to delegate this authority to an organizational staff member to avoid delays in grant management (Only one Authorized Agent is allowed, and this person will have full access/authority unless otherwise requested).

**Block 2: "Primary Contact"** – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FDEM Grants Management System. The Authorized Agent may designate a new Primary Contact. (Only one Primary Contact is allowed, and this contact will have full access).

**Block 3: "Alternate Contact"** – This is the person designated by your organization to be available when the Primary is not. Either the Authorized Agent or Primary Contact may designate a new Alternate Contact. (Only one Alternate Contact is allowed, and this contact will have full access).

**Block 4, 5, and 6: "Other"** (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between State and Local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

**Block 7 – 12: "Other"** (Read Only Access) – There is no limit on "Other" contacts, but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FDEM Grants Management System.

**Note: The Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.**

**SYSTEMS ACCESS FORM (CONTACTS)**  
**FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM**  
**FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

**Subrecipient:** Clermont, City of

**Box 1: Authorized Agent (Full Access)**

Name **Tim Murry**  
 Signature  
 Organization / Official Position **City of Clermont, Mayor**  
 Mailing Address **685 W Montrose St**  
 City, State, Zip **Clermont, FL 34711**  
 Daytime Telephone **352-241-7358**  
 E-mail Address **tmurry@clermontfl.org**

**Box 2: Primary Contact (Full Access)**

Name **Scott Borrer**  
 Signature  
 Organization / Official Position **Interim Finance Director**  
 Mailing Address **685 W Montrose St**  
 City, State, Zip **Clermont, FL 34711**  
 Daytime Telephone **352-241-7368**  
 E-mail Address **sborrer@clermontfl.org**

**Box 3: Alternate Contact (Full Access)**

Name **Scott Keyes**  
 Signature  
 Organization / Official Position **Grants & Special Projects Manager**  
 Mailing Address **685 W Montrose St**  
 City, State, Zip **Clermont, FL 34711**  
 Daytime Telephone **352-241-7324**  
 E-mail Address **skeyes@clermontfl.org**

**Box 4: Other-Finance/Point of Contact (Full Access)**

Name  
 Signature  
 Organization / Official Position  
 Mailing Address  
 City, State, Zip  
 Daytime Telephone  
 E-mail Address

**Box 5: Other-Risk Mgmt-Insurance (Full Access)**

Name  
 Signature  
 Organization / Official Position  
 Mailing Address  
 City, State, Zip  
 Daytime Telephone  
 E-mail Address

**Box 6: Other-Environmental-Historic (Full Access)**

Name  
 Signature  
 Organization / Official Position  
 Mailing Address  
 City, State, Zip  
 Daytime Telephone  
 E-mail Address

The above contacts may utilize the FDEM Grants Management System to perform the Subrecipient's responsibilities regarding the Public Assistance Grant according to their level of access. The Subrecipient is responsible for ensuring that all contacts are correct and up-to-date.

\_\_\_\_\_  
**Subrecipient Authorized Representative Signature**

\_\_\_\_\_  
**Date**



**SYSTEMS ACCESS FORM (CONTACTS)  
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM  
FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

**Subrecipient:** Clermont, City of

**Date:**

**Box 7: Other** (Read Only Access)

**Box 8: Other** (Read Only Access)

|                                  |                                  |
|----------------------------------|----------------------------------|
| Name                             | Name                             |
| Signature                        | Signature                        |
| Organization / Official Position | Organization / Official Position |
| Mailing Address                  | Mailing Address                  |
| City, State, Zip                 | City, State, Zip                 |
| Daytime Telephone                | Daytime Telephone                |
| E-mail Address                   | E-mail Address                   |

**Box 9: Other** (Read Only Access)

**Box 10: Other** (Read Only Access)

|                                  |                                  |
|----------------------------------|----------------------------------|
| Name                             | Name                             |
| Signature                        | Signature                        |
| Organization / Official Position | Organization / Official Position |
| Mailing Address                  | Mailing Address                  |
| City, State, Zip                 | City, State, Zip                 |
| Daytime Telephone                | Daytime Telephone                |
| E-mail Address                   | E-mail Address                   |

**Box 11: Other** (Read Only Access)

**Box 12: Other** (Read Only Access)

|                                  |                                  |
|----------------------------------|----------------------------------|
| Name                             | Name                             |
| Signature                        | Signature                        |
| Organization / Official Position | Organization / Official Position |
| Mailing Address                  | Mailing Address                  |
| City, State, Zip                 | City, State, Zip                 |
| Daytime Telephone                | Daytime Telephone                |
| E-mail Address                   | E-mail Address                   |

Subrecipient's Fiscal Year (FY) Start: **Month:** Oct **Day:** 1st

Subrecipient's Federal Employer's Identification Number (EIN) 59-6000290

Subrecipient's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management

Subrecipient's: FIPS Number (If Known) 069-12925-00

**Attachment C**  
**Certification Regarding Lobbying**

**APPENDIX A, 44 CFR PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Subrecipient or contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Subrecipient/contractor's Authorized Official

Tim Murry, Mayor

\_\_\_\_\_  
Name and Title of Subrecipient/contractor's Authorized Official

\_\_\_\_\_  
Date



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

|                                                                                                                                                                       |                                    |                                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|--------------------------------|
| <b>Meeting Date</b>                                                                                                                                                   |                                    |                                |
| Tuesday, February 13, 2024                                                                                                                                            |                                    |                                |
| <b>Agenda Item Name</b>                                                                                                                                               |                                    |                                |
| Firefighter Pension Board Appointment                                                                                                                                 |                                    |                                |
| <b>Requested Action</b>                                                                                                                                               |                                    |                                |
| <b>Staff Report</b>                                                                                                                                                   |                                    |                                |
| Consider the appointment of Megan Robinson and reappointment of Katherine Falcon to the Firefighter Pension Board for a two (2) year term expiring December 31, 2025. |                                    |                                |
| <b>Additional Analysis</b>                                                                                                                                            |                                    |                                |
| <b>Fiscal Impact Summary</b>                                                                                                                                          |                                    |                                |
| <b>Fiscal Impact</b>                                                                                                                                                  | <b>Fund Number and Description</b> | <b>Available Budget Amount</b> |
| <b>Exhibits Attached</b> (copies of original agreements)                                                                                                              |                                    |                                |
| 1. Megan Robinson Application                                                                                                                                         | SCM-Copy24020614570.pdf            |                                |



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

## CITY OF CLERMONT CITIZEN BOARD APPLICATION

Name: Megan Robinson

Home Address: 1605 Lake Avenue Clermont, FL 34711

Phone: 561-846-2887

Alternate: \_\_\_\_\_

Email: meganhambill@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.



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

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

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

**Please note:**

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

\* Must be a registered elector of the City of Clermont.

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

**Questions?**

- Contact: City Clerk’s Office – 352-241-7330
- Email: [Cityclerk@clermontfl.org](mailto:Cityclerk@clermontfl.org)

**Please submit to:**

- In person: City Clerk’s Office, 685 W. Montrose Street (2<sup>nd</sup> 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](mailto: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**

**July 1997 – May 2006**

**Senior Human Resources Representative**

**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  
3<sup>rd</sup> Quarter, FY 2020  
FY 2021  
FY 2022, FY 2023



# CITY OF CLERMONT

## AGENDA ITEM

Page 1 of 2

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                    |                                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|--------------------------------|
| <b>Meeting Date</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                    |                                |
| Tuesday, February 13, 2024                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                    |                                |
| <b>Agenda Item Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                    |                                |
| Variance Request<br>Wendy's at John's Lake Landing                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                    |                                |
| <b>Requested Action</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                    |                                |
| Recommend denial of requested variances.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                    |                                |
| <b>Staff Report</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                    |                                |
| <p><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 requests. The applicant has submitted a revised justification statement with additional backup material supporting the variance requests. City staff have reviewed the additional information, and the previous review criteria under section 101-246 has been revised from <u>three</u> negative findings to <u>one</u> negative finding. Staff recommends denial of the variance requests. Two additional attachments have been added to the agenda item; UPDATED justification statement and UPDATED review criteria.</i></p> <p>The applicant is requesting the following two (2) variances to the Land Development Codes:</p> <ol style="list-style-type: none"> <li>1. Section 117-15 Permitted Signs - Number of ground signs for Single Occupancy commercial site</li> <li>2. Section 117-16 Offsite Signs - Allow two offsite signs</li> </ol> <p>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 to 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.</p> <p>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.</p> <p>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.</p> |                                    |                                |
| <b>Additional Analysis</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                    |                                |
| <b>Fiscal Impact Summary</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                    |                                |
| None.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                    |                                |
| <b>Fiscal Impact</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>Fund Number and Description</b> | <b>Available Budget Amount</b> |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                    |                                |



| Exhibits Attached (copies of original agreements)    |                                                       |
|------------------------------------------------------|-------------------------------------------------------|
| 1. UPDATED - Justification Statement_PKY Clermont    | UPDATED - Justification Statement_PKY Clermont.pdf    |
| 2. UPDATED 101-246 Review Criteria- Wendy's Sign-VAR | UPDATED 101-246 Review Criteria- Wendy's Sign-VAR.pdf |
| 3. Location Map                                      | Location Map.pdf                                      |
| 4. Sign Locations                                    | Sign Locations.pdf                                    |
| 5. 04 Sign Plan                                      | 04 Sign Plan.pdf                                      |
| 6. 06 Map_Alta Survey                                | 06 Map_Alta Survey.pdf                                |
| 7. 05 Sign Table                                     | 05 Sign Table.pdf                                     |
| 8. 01 Application                                    | 01 Application.pdf                                    |
| 9. Legal Ad                                          | Legal Ad & Invoice.pdf                                |

**MEMORANDUM**

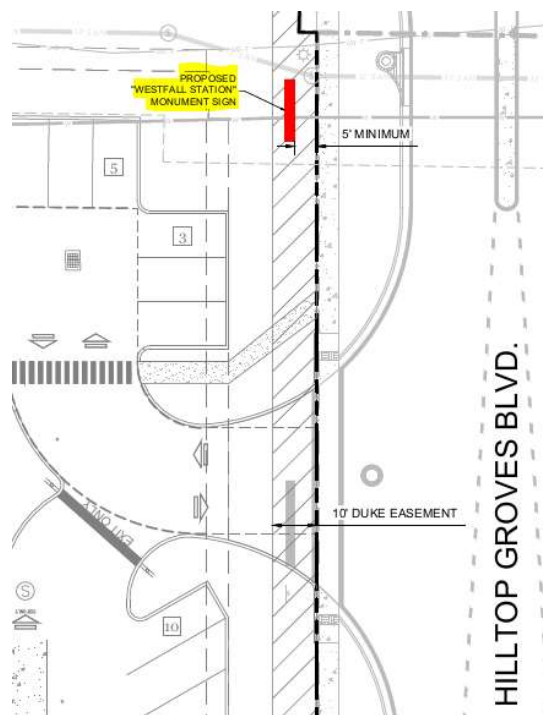
TO: Development Services – City of Clermont

FROM: Logan J. Opsahl, Esq.

DATE: January 31, 2024

RE: Westfall Station Property  
Statement of Justification;

**I. Variance Request I - Sec. 117-16. – Off-site Signs.** The Applicant is seeking relief from Sec. 117-16 as it relates to off-site signage on the property located at the southwest corner of SR 50 and Hilltop Groves Blvd. (the “Property”). The signage is to permit the Westfall Station Property Owners’ Association to place its Park Identification and Directional Monument Sign at the entry point of the development. The proposed signage placement is depicted below:



By way of background, the Property is located within the JPA and the entitlements for development thereon were obtained from the County prior to annexation into the City. The annexation into the City came at a unique time during site development and required the negotiation of an impact fee deferral agreement with the County and subsequent multiple owners to annex at different times. As the JPA did not specifically preclude the proposed signage, the project was originally designed under County standards and currently meets all code standards for signage under the County's Land Development Code relating to height, copy area and setbacks under Sec. 11.02.03. Though the Property is in the JPA, the JPA standards regarding signage do not prohibit the requested signage since no prohibited signs listed in Section 15.02.06 of the City's code are requested:

15.02.06 Signage Standards.

- A. Signs with visible moving, revolving or rotating parts or visible mechanical movement of any description or other apparent visible movement achieved by electrical, electronic or mechanical means Shall be prohibited.
- B. Signs with the optical illusion of movement by means of a design that presents a pattern capable of giving the illusion of motion or changing of copy Shall be prohibited.
- C. Digital or light-emitting diode (LED) signs Shall be prohibited.
- D. Reserved.

**(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;**

The Applicant's request for relief from strict interpretation of Sec. 117-16 relating to setbacks for off-site signage will allow for unobstructed vehicular access wayfinding on the Property. Approval of the variance request will foster appropriate and safe vehicular access and site circulation. The proposed off-site Park Identification and Directional Signage is solely for the purpose of identifying where the entryway to the development is located and enhancing accessibility.

The signage will be assisting in directing the follow of traffic by guiding vehicles to move into the deceleration lane in order to access the development. By providing clear direction on traffic flow, this sign variance will enhance vehicular safety which will improve the overall safety of the access points, thereby improving the standard of living of residents and customers and reduce any traffic interference with nearby property owners. Granting the variance will also provide for safe, convenient, and appropriately designed traffic circulation on the site as stated in Policy 1.16.5 of the City's Comprehensive Plan.

Moreover, the unique location of the existing multifamily development is an exclusive element of this variance request. The multifamily development is set back from SR 50 and does not utilize any signage along SR 50. In order to prevent signage clutter and avoid interference with other nearby property owners, the proposed signage will allow for the identification of the multifamily development in an appropriate and effective manner. The existence of the multifamily development signage on the "Westfall Station" signage will provide for wayfinding and directional uses which will assist vehicular safety and traffic flow while avoiding any negative impacts on other properties. Additionally, rather than utilize additional signage for the multifamily development which may cause clutter or confusion for passing vehicles, the proposed variance will allow for an efficient and orderly display of signage. It should be noted there are several examples of multiple signage structures along SR 50 along this corridor which

do utilize multiple signage structures. The proposed variance will allow for organized and orderly wayfinding and directional signage uses.

**(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;**

The Applicant is requesting similar use of signage as other properties in the same zoning category and area. Similar to other commercial developments in the area, the Park Identification and Directional Signage will allow for clear demarcation and visibility for customers and visitors to the entry way and access lanes to the development.

Granting the requested variance, will provide the Applicant comparable signage to users in the same zoning category and area. There are a number of commercial uses along the SR 50 corridor which utilize multiple signages along one frontage road. For example, the Lowe's home improvement store contains signage for the Hobby Lobby and Dick's Sporting goods. This monument sign is in addition to the ABC Liquor signage along the same frontage. Additionally, there have been several signage variances approved along SR 50 for similar issues raised in this variance request.

Although we must look at the subject variance request when considering its approval, these examples of multiple signage along SR 50 highlights that the requested variance is not out of character with other properties in the same zoning category and within the immediate area. Additionally, from information, signage variances have been approved in the area for Floor & Décor, Honda Dealership and Cracker Barrel. The requested variance will allow a similar and reasonable use of the property in line with the character of other nearby properties.



**(3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance were denied;**

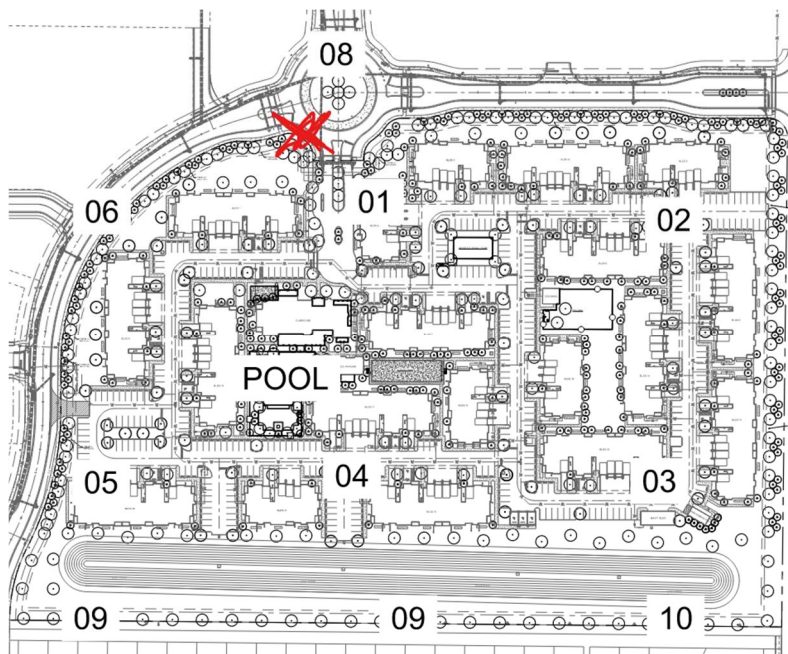
The requested variance is to allow for an off-site sign as defined under the City's Land Development Code. The location of the off-site signage from SR 50 and other rights of way is the minimum needed for visibility and project identification. Strict compliance in this specific case could potentially impede the smooth and efficient functioning of the commercial development. Granting the variance for off-site signage will allow patrons and visitors to have appropriate visibility and accessibility of the commercial development. The proposed sign will keep with the architectural theme for the remainder of the property and will be consistent with the Applicant's branding requirements.

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

The requested variance is compatible with other signage in the area and is consistent with the City's Comprehensive Plan. Policy 1.16.5 of the City's Comprehensive Plan provides that all development "shall provide a safe, convenient, and appropriately designed traffic circulation on the site". The proposed off-site Park Identification and Directional Signage encourages and facilitates safe and efficient traffic circulation on the site and is consistent with the City's Comprehensive Plan.

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

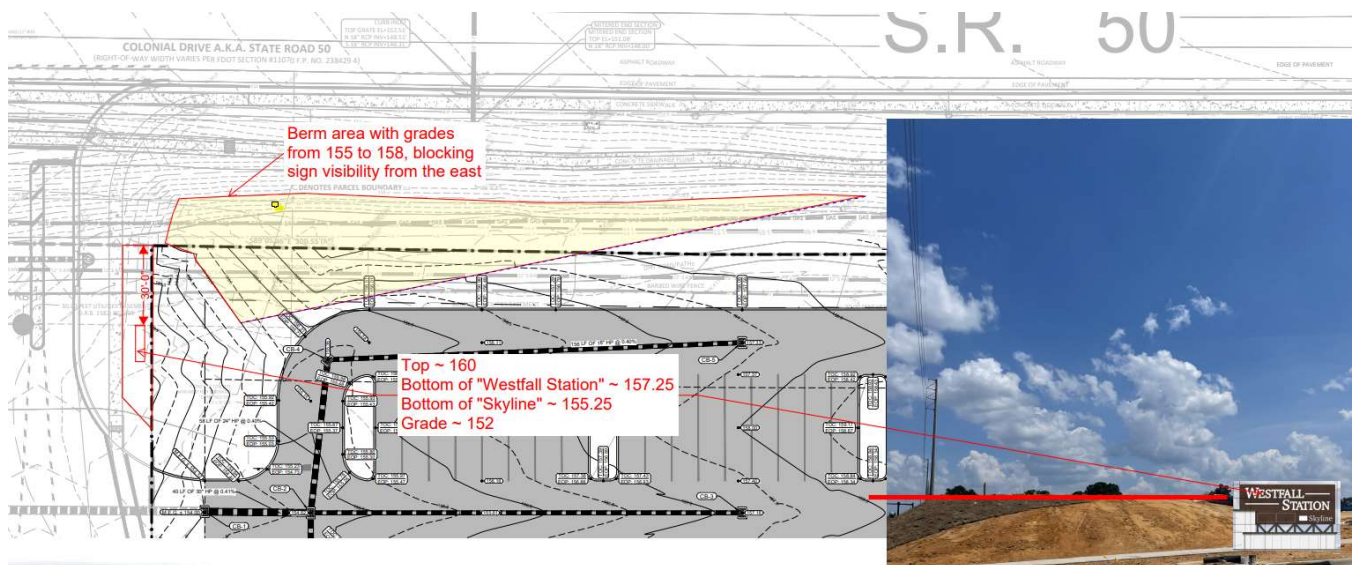
The requested variance is to allow for an off-site sign as defined under the City's Land Development Code. The location of the off-site signage from SR 50 and other rights of way is the minimum needed for visibility and identification. The only existing signage for the current multi-family development is placed on the southwest portion of the internal roundabout, as shown below. The distance between the existing signage for the current multi-family to SR 50 is approximately 462 +/- feet. The placement of the small wayfinding and directional signage on the overall Westfall Station signage will allow for passing vehicular traffic to identify the multi-family development.





The proposed Park Identification and Directional Signage is required to be placed in its proposed location given the unique topographical constraints of the site which limits signage exposure to roadways and requires specific sign placement. Moreover, the proposed signage has previously complied with all performance standards prior to the property's annexation into the City. The variance requested for the off-site signage is the minimum variance that will make reasonable use of the land now within the boundaries, and under the Code requirements, of the City. The intent of the proposed signage is to enhance economic viability of the use while preserving the aesthetics of the project and the area while encouraging safe and effective traffic circulation.

Placement of the signage in the proposed area is the only way to make reasonable use of the land. As illustrated below there are a number of unique circumstances which require the signage be placed in the proposed area. For example, placing the signage on the other side of the entrance road would block the signage and would hinder visibility and site identification. As shown below, the existence of the berm that straddles property line, is covering existing utilities. For this reason, FDOT prohibits any cut down or reduction of the berm area. Even if the berm were permitted to be reduced, it would require extensive and costly utility relocation to a less desirable and efficient location. Thus, if the signage were to be placed in the area shown below, any vehicular traffic coming from the east would not be able to see but a small portion of the top of the sign.



**II. Variance Request II - Sec. 117-16. – Off-site Signs.** The Applicant is seeking relief from Sec. 117-16 as it relates to off-site signage on the Property. The signage is to permit the Wendy's and Rooms-To-Go Park Identification and Directional Monument Sign at an entry point of the development. The proposed signage placement is depicted below:



**ROOMS TO GO/ WENDY'S**  
**MONUMENT SIGN**

The Applicant's request for relief from strict interpretation of Sec. 117-16 relating to setbacks for off-site signage will allow for unobstructed vehicular access wayfinding to two major tenants in the Property's development. Approval of the variance request will encourage appropriate vehicular access and site circulation for patrons and visitors to and from the tenant locations.

By encouraging safe traffic flow, this sign variance will enhance vehicular safety which will improve the overall safety of the access points, internal travel lanes, and pedestrian walkways. This variance will provide safety for the general area and development thus improving the standard of living of residents and customers while avoiding any negative impacts nearby parcels. Granting the variance will also provide for safe, convenient, and appropriately designed traffic circulation on the site as stated in Policy 1.16.5 of the City's Comprehensive Plan.

**(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;**

The Applicant is requesting similar use of signage as other properties in the same zoning category, area and use. In line with other similar retail and commercial developments in the immediate area, the Park Identification and Directional Signage will allow for clear demarcation and visibility for customers and visitors to the entry way and access lanes to the development.

Granting the requested variance will provide the Applicant comparable signage to similarly situated users in the same zoning category and vicinity.

**(3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance were denied;**

The requested variance is to allow for an off-site sign as defined under the City's Land Development Code. The location of the off-site signage from rights of way is the minimum needed for visibility and identification. Strict compliance in this specific case could potentially impede the smooth and efficient functioning of the commercial development. Granting the variance for off-site signage will allow patrons and visitors to have appropriate visibility and accessibility of the commercial development. The proposed sign will keep with the architectural theme for the remainder of the property and will be consistent with the Applicant's branding requirements.

Granting the requested variance would provide benefits that outweigh any potential benefits of strict adherence to the signage criteria as entryway signage is an integral component of a commercial development and ensures visibility, accessibility, and pedestrian safety in line with the goals and objective of the City's Land Development Code and Comprehensive Plan.

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

The requested variance aligns with existing signage conditions in the area and is consistent with the City's Comprehensive Plan. Policy 1.16.5 of the City's Comprehensive Plan provides that all development "shall provide a safe, convenient, and appropriately designed traffic circulation on the site". The proposed off-site Park Identification and Directional Signage encourages and facilitates safe and efficient traffic circulation on the site and is consistent with the City's Comprehensive Plan relating to new commercial projects and economic development.

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

The requested variance is to allow for an off-site sign as defined under the City's Land Development Code. The location of the off-site signage from applicable rights of way is the minimum needed for visibility and identification.

The proposed Park Identification and Directional Signage is required to be placed in its proposed location given the unique topographical constraints of the site, location of tenant units and location of access drives and aisles as determined by the Commercial Planned Development. Moreover, the proposed signage has previously complied with all applicable County performance standards prior to the property's annexation into the City.

The variance requested for the off-site signage is the minimum variance that will make reasonable use of the land now within the boundaries, and under the Code requirements, of the City. The intent of the



proposed signage is to enhance economic viability of the use while preserving the aesthetics of the project and the area while encouraging safe and effective traffic circulation.

- III. Variance Request III - Sec. 117-15(a)(5)(iv). – Height and Width.** The Applicant is seeking relief from Sec. 117-15(a)(5)(iv) as it relates to permissible signage width on the Property. The signage is to permit a slight deviation in code-required 10-foot sign width to a total of 13.9 feet in sign width. The proposed signage design is depicted below:



**(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;**

The Applicant's request for relief from strict interpretation of Sec. 117-15(a)(5)(iv) relating to signage width will result in slightly increased sign with which will not interfere with adjacent or nearby property owners. The nature of SR 50 as a six-lane divided highway with speed limits of 50 miles per hour, along with the planned setback of the building creates challenges for motorists to see the signage at the currently permitted size.

The requested increase in width is designed to prevent visual obstruction while enhancing the overall navigation and economic viability of the development. By granting a slight increase in signage width, the variance will contribute to a more organized, user-friendly and attractive commercial development which will positively impact the area while avoiding any interference with the reasonable enjoyment of adjacent or nearby property owners.

**(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;**

The Applicant is requesting similar use of signage as other properties in the same zoning category, area and use. The granting of the variance will allow for the reasonable use of the property that remains consistent with the character of the area and provides for increased visibility and legibility of signage consistent with other similar retail and commercial developments in the immediate area. The signage design will integrate with the architectural and functional aspects of the commercial development which will maximize visibility for patrons and customers without compromising the overall character of the development.

Granting the requested variance, will provide the Applicant comparable signage to similarly situated users in the same zoning category and vicinity.

**(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;**

In the context presented, strict adherence to the land development code's regulation on signage width would not serve any substantial city objection. Rather, granting the variance will allow for the effective use of the property and promote economic development in the area. The width of the signage is the minimum needed for visibility and identification. Granting the variance for signage width will provide for enhanced visibility and legibility of the development and contributes to the City's goals and objectives of an economically sustainable commercial development in the area. The proposed sign will keep with the architectural theme for the remainder of the property and will be consistent with the Applicant's branding requirements.

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

The requested variance aligns with existing signage conditions in the area and is consistent with the city's comprehensive plan.

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

The requested variance is to allow request for relief from strict interpretation of Sec. 117-15(a)(5)(iv) relating to signage width will result in slightly increased sign with which will not interfere with adjacent or nearby property owners.

The proposed size and width of the Park Identification and Directional Signage is required given the unique topographical constraints of the site, location of tenant units and location of signage on the property. The proposed size of the signage has previously complied with all applicable performance standards prior to the property's annexation into the City.

The variance requested for the height and width of the signage is the minimum variance that will make reasonable use of the land now within the boundaries, and under the Code requirements, of the City. The intent of the proposed signage is to enhance economic viability of the use while preserving the aesthetics of the project and the area while encouraging safe and effective traffic circulation.

LJO/LJO

**Wendy's John Lakes Landing Sign - Variance**

**The requirements for a variance are as follows:**

**City Zoning Ordinance (LDC Section) from which you are requesting a variance:**

**I. Variance Request I - Sec. 117-16. – Off-site Signs.** The Applicant is seeking relief from Sec. 117-16 as it relates to off-site signage on the property located at the southwest corner of SR 50 and Hilltop Groves Blvd. (The "Property"). The signage is to permit the Westfall Station Property Owners' Association to place its Park Identification and Directional Monument Sign at the entry point of the development.

**II. Variance Request II - Sec. 117-16. – Off-site Signs.** The Applicant is seeking relief from Sec. 117-16 as it relates to off-site signage on the Property. The signage is to permit the Wendy's and Rooms-To-Go Park Identification and Directional Monument Sign at an entry point of the development. The proposed signage placement is depicted below:

**III. Variance Request III - Sec. 117-15(a) (5) (IV). – Height and Width.** The Applicant is seeking relief from Sec. 117-15(a) (5) (IV) as it relates to permissible signage width on the Property. The signage is to permit a slight deviation in code-required 10-foot sign width to a total of 13.9 feet in sign width.

**Section: 101-246, Review Criteria and Finding. When reviewing an application for a variance, the City Council shall not vary the requirements of the land development code unless it makes a positive finding, based on substantial competent evidence, on each of the following:"**

**FINDINGS:**

- (1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;

**Applicant response:** *(Please see attached revised justification statement)*

**Staff comments:** *The applicant has clarified the variance requests do not appear to interfere or negatively impact the standard of living of the citizens of the city. Similar signage has been approved and constructed within the City and it has not caused interference with adjacent property owners.*

**Positive Finding**

- (2) The variance will allow reasonable use of the property; which use is not out of character with other properties in the same zoning category;

**Applicant response:** *(Please see attached revised justification statement).*

**Staff comments:** *The applicant has clarified the variance requests are not out of character with other properties in the same zoning category. Examples were provided by the applicant that indicate the signage requested has been constructed in a similar fashion such as the Lowe's/Hobby Lobby/Dicks Sporting Goods near the ABC Liquor Site.*

**Positive Finding**

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

**Applicant response:** (Please see attached revised justification statement)

**Staff comments:** *The requested variances to the code will not further any city objective.*

**Positive finding**

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

**Applicant response:** (Please see attached revised justification statement)

**Staff response:** *The requested variances is not in conflict with the Comprehensive Plan goals, objectives and policies for commercial development.*

**Positive finding**

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

**Applicant response:** (Please see attached revised justification statement)

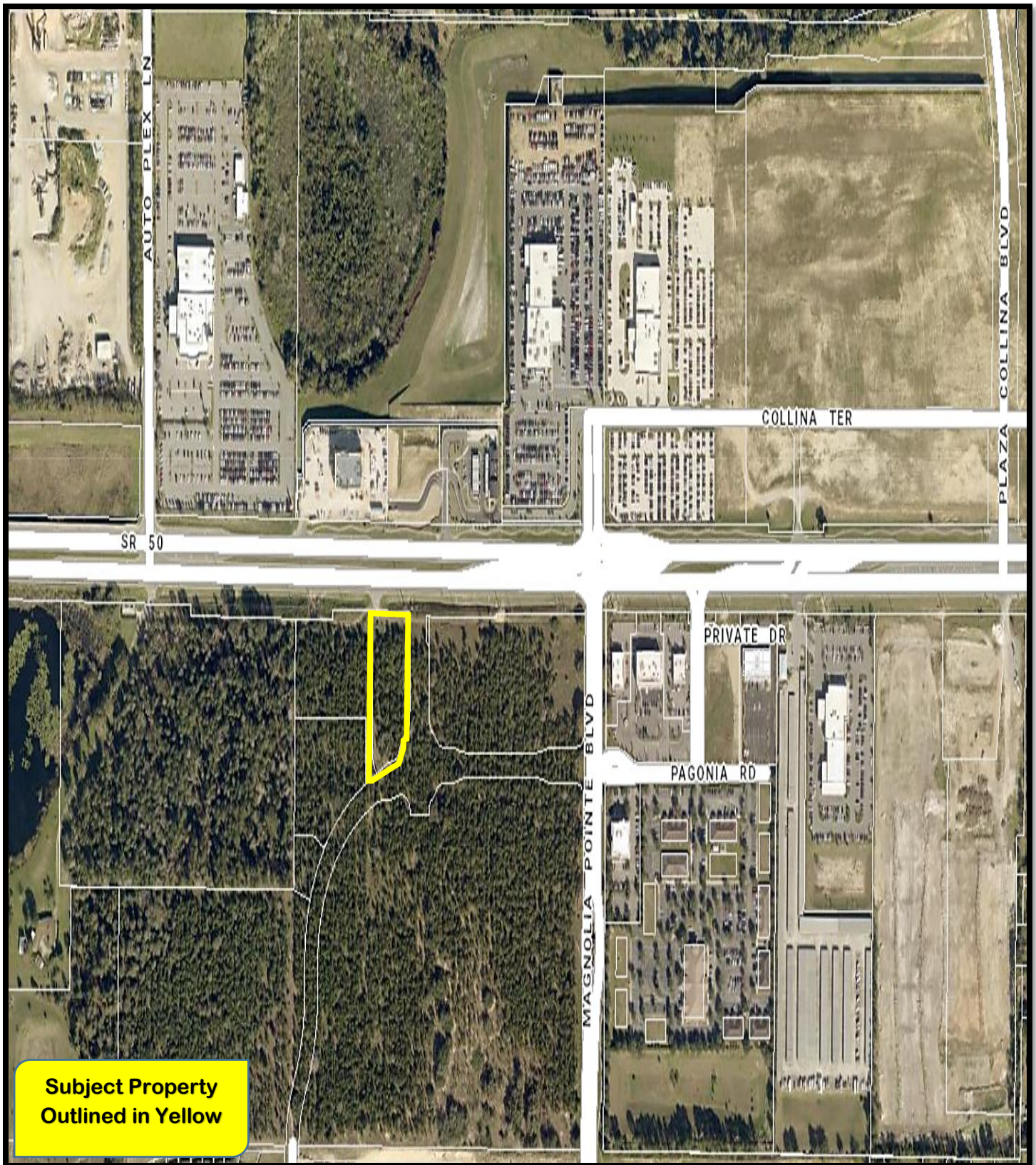
**Staff comments:** *The variance request is not the minimum allowed to make reasonable use of the land. The Master PUD requires all signage comply with the Clermont sign code. While the requested variances appear to make reasonable use of the land, it is staff's position, the subject property does not meet the hardship requirements for Section 101-243.*

**Negative Finding**

**STAFF RECOMMENDATION:** Section 101-246 of the Land Development Code requires a positive finding on the Review Criteria and Findings in order to grant a variance. Staff has reviewed this application as submitted, and based on the provisions of the Review Criteria and Findings, the application does not meet a positive finding on **one** of the review criterion. Therefore, staff recommends **denial** of the requested variances to the Land Development Codes.

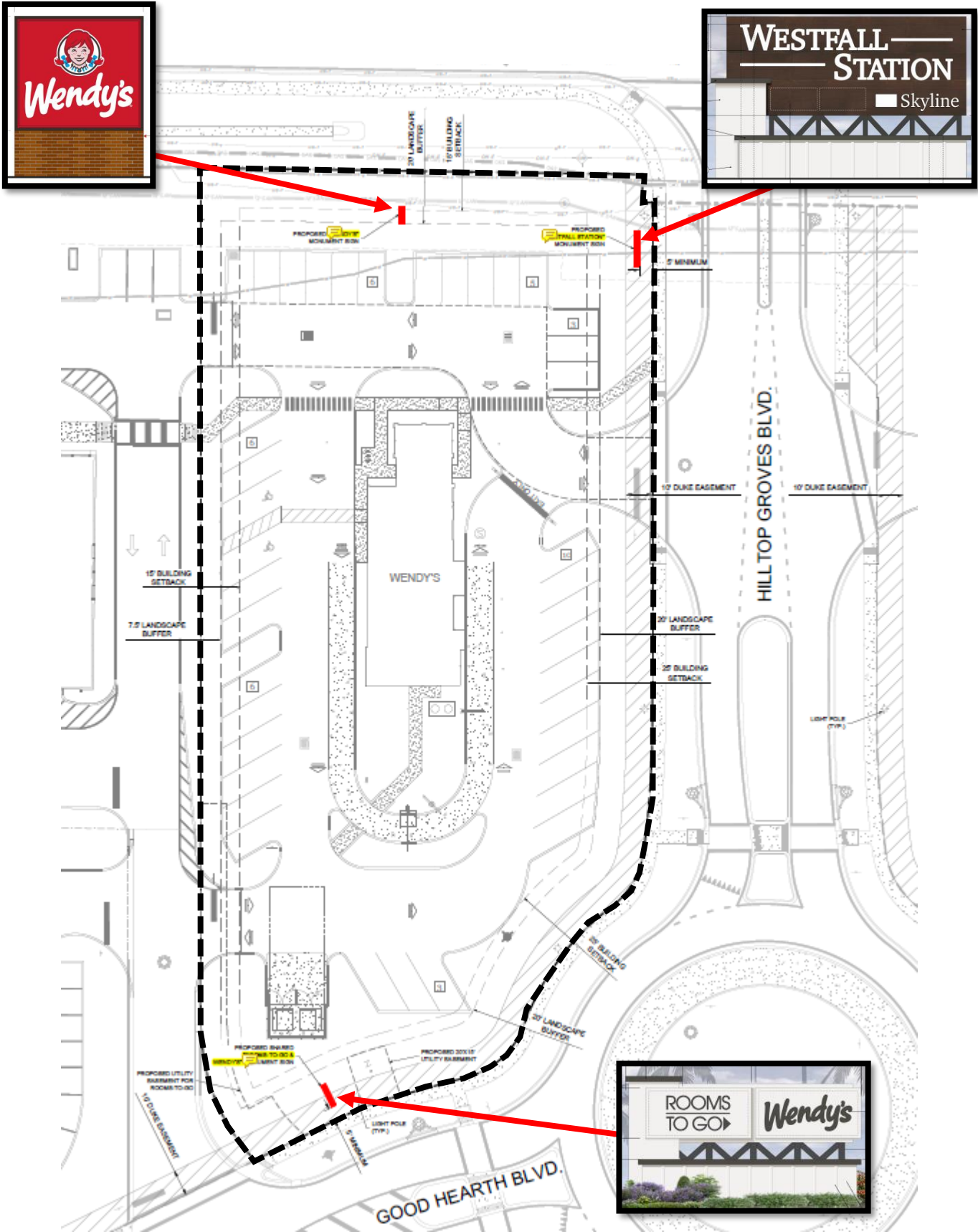


## LOCATION MAP





# Wendy's Sign Variance Locations









MAP OF ALTA/NSPS LAND TITLE & TOPOGRAPHIC SURVEY

OF  
A PARCEL OF LAND LYING WITHIN A PORTION OF SECTIONS 25 & 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA  
STATE ROAD NO. 50, CLERMONT, FL 34711  
SHEET 1 OF 3

ALTA/NSPS TABLE A ITEMS:

1. MONUMENTS PLACED (OR A REFERENCE MONUMENT OR WITNESS TO THE CORNER) AT ALL MAJOR CORNERS OF THE BOUNDARY OF THE SURVEYED PROPERTY, UNLESS ALREADY MARKED OR REFERENCED BY EXISTING MONUMENTS OR WITNESSES IN CLOSE PROXIMITY TO THE CORNER. (SHOWN ON MAP OF SURVEY)
2. ADDRESS(ES) OF THE SURVEYED PROPERTY IF DISCLOSED IN DOCUMENTS PROVIDED TO OR OBTAINED BY THE SURVEYOR, OR OBSERVED WHILE CONDUCTING THE FIELDWORK. (SHOWN ON MAP OF SURVEY)
3. FLOOD ZONE CLASSIFICATION (WITH PROPER ANNOTATION BASED ON FEDERAL FLOOD INSURANCE RATE MAPS OR THE STATE OR LOCAL EQUIVALENT) DEPICTED BY SCALED MAP LOCATION AND GRAPHIC PLOTTING ONLY. (SHOWN ON MAP OF SURVEY, SEE SURVEYOR'S NOTE NO. 13)
4. GROSS LAND AREA (AND OTHER AREAS IF SPECIFIED BY THE CLIENT). (SHOWN ON MAP OF SURVEY)
6. (A) IF THE CURRENT ZONING CLASSIFICATION, SETBACK REQUIREMENTS, THE HEIGHT AND FLOOR SPACE AREA RESTRICTIONS, AND PARKING REQUIREMENTS SPECIFIC TO THE SURVEYED PROPERTY ARE SET FORTH IN A ZONING REPORT OR LETTER PROVIDED TO THE SURVEYOR BY THE CLIENT OR THE CLIENT'S DESIGNATED REPRESENTATIVE, LIST THE ABOVE ITEMS ON THE PLAT OR MAP AND IDENTIFY THE DATE AND SOURCE OF THE REPORT OR LETTER. (NONE PROVIDED)
- (B) IF THE ZONING SETBACK REQUIREMENTS SPECIFIC TO THE SURVEYED PROPERTY ARE SET FORTH IN A ZONING REPORT OR LETTER PROVIDED TO THE SURVEYOR BY THE CLIENT OR THE CLIENT'S DESIGNATED REPRESENTATIVE, AND IF THOSE REQUIREMENTS DO NOT REQUIRE AN INTERPRETATION BY THE SURVEYOR, GRAPHICALLY DEPICT THOSE REQUIREMENTS ON THE PLAT OR MAP AND IDENTIFY THE DATE AND SOURCE OF THE REPORT OR LETTER. (NONE PROVIDED)
7. (a) EXTERIOR DIMENSIONS OF ALL BUILDINGS AT GROUND LEVEL. (NONE OBSERVED AT DATE OF FIELDWORK)
8. SUBSTANTIAL FEATURES OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK (IN ADDITION TO THE IMPROVEMENTS AND FEATURES REQUIRED PURSUANT TO SECTION 5 ABOVE) (E.G., PARKING LOTS, BILLBOARDS, SIGNS, SWIMMING POOLS, LANDSCAPED AREAS, SUBSTANTIAL AREAS OF REFUSE). (SHOWN ON MAP OF SURVEY)
9. NUMBER AND TYPE (E.G., DISABLED, MOTORCYCLE, REGULAR, AND OTHER MARKED SPECIALIZED TYPES) OF CLEARLY IDENTIFIABLE PARKING SPACES ON SURFACE PARKING AREAS, LOTS, AND IN PARKING STRUCTURES. STRIPING OF CLEARLY IDENTIFIABLE PARKING SPACES ON SURFACE PARKING AREAS AND LOTS. (NONE OBSERVED AT DATE OF FIELDWORK)
11. EVIDENCE OF UNDERGROUND UTILITIES EXISTING ON OR SERVING THE SURVEYED PROPERTY (IN ADDITION TO THE OBSERVED EVIDENCE OF UTILITIES REQUIRED PURSUANT TO SECTION 5.E.V.) AS DETERMINED BY:  
(A) PLANS AND/OR REPORTS PROVIDED BY CLIENT (WITH REFERENCE AS TO THE SOURCES OF INFORMATION)  
(UNDERGROUND UTILITIES MARKED BY WANTMAN GROUP, INC. AND FIELD LOCATED BY THIS FIRM, SHOWN ON MAP SURVEY)
13. NAMES OF ADJOINING OWNERS ACCORDING TO CURRENT TAX RECORDS. IF MORE THAN ONE OWNER, IDENTIFY THE FIRST OWNER'S NAME LISTED IN THE TAX RECORDS FOLLOWED BY "ET AL." (SHOWN ON MAP OF SURVEY)
17. PROPOSED CHANGES IN STREET RIGHT OF WAY LINES, IF SUCH INFORMATION IS MADE AVAILABLE TO THE SURVEYOR BY THE CONTROLLING JURISDICTION. EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK. (SHOWN ON MAP OF SURVEY)

SCHEDULE B-II:

FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NUMBER: NCS-1144116-ORL  
ISSUING OFFICE/FILE NUMBER: NCS-1144116-ORL  
COMMITMENT DATE: AUGUST 17, 2022 @ 7:30AM

THE POLICY WILL NOT INSURE AGAINST LOSS OR DAMAGE RESULTING FROM THE TERMS AND PROVISIONS OF ANY LEASE OR EASEMENT IDENTIFIED IN SCHEDULE A, AND WILL INCLUDE THE FOLLOWING EXCEPTIONS UNLESS CLEARED TO THE SATISFACTION OF THE COMPANY:

1. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT.
2. ANY RIGHTS, INTERESTS, OR CLAIMS OF PARTIES IN POSSESSION OF THE LAND NOT SHOWN BY THE PUBLIC RECORDS. (NOT A SURVEY MATTER)
3. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND. (SEE POTENTIAL FENCE ENCROACHMENT ALONG NORTH BOUNDARY LINE)
4. ANY LIEN OR RIGHT TO A LIEN FOR SERVICES, LABOR, MATERIAL OR EQUIPMENT, UNLESS SUCH LIEN IS SHOWN BY THE PUBLIC RECORDS AT DATE OF POLICY AND NOT OTHERWISE EXCEPTED FROM COVERAGE HEREIN. (NOT A SURVEY MATTER)
5. ANY DISPUTE AS TO THE BOUNDARIES CAUSED BY A CHANGE IN THE LOCATION OF ANY WATER BODY WITHIN OR ADJACENT TO THE LAND PRIOR TO DATE OF POLICY, AND ANY ADVERSE CLAIM TO ALL OR PART OF THE LAND THAT IS, AT DATE OF POLICY, OR WAS PREVIOUSLY UNDER WATER. (NONE KNOWN OR PROVIDED TO THIS SURVEYOR)
6. TAXES OR SPECIAL ASSESSMENTS NOT SHOWN AS LIENS IN THE PUBLIC RECORDS OR IN THE RECORDS OF THE LOCAL TAX COLLECTING AUTHORITY, AT DATE OF POLICY. (NOT A SURVEY MATTER)
7. ANY MINERALS OR MINERAL RIGHTS LEASED, GRANTED OR RETAINED BY CURRENT OR PRIOR OWNERS. (NOT A SURVEY MATTER)
8. TAXES AND ASSESSMENTS FOR THE YEAR 2022 AND SUBSEQUENT YEARS, WHICH ARE NOT YET DUE AND PAYABLE. (NOT A SURVEY MATTER)
9. EASEMENT RESERVATION AS SET FORTH IN WARRANTY DEED RECORDED JANUARY 19, 1959, RECORDED IN BOOK 73, PAGE 589. (DOES NOT AFFECT SUBJECT PARCEL)
10. EASEMENT FOR UTILITIES IN FAVOR OF CITY OF CLERMONT, RECORDED FEBRUARY 6, 1998, RECORDED IN BOOK 1582, PAGE 403. (SHOWN ON MAP OF SURVEY)
11. STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PROJECT RESOLUTION FOR STATE HIGHWAY SYSTEM PROJECTS RECORDED MARCH 2, 2005 IN BOOK 2769, PAGE 1038. (RESOLUTION - NOT A SURVEY MATTER)
12. THIS ITEM HAS BEEN INTENTIONALLY DELETED.
13. THIS ITEM HAS BEEN INTENTIONALLY DELETED.

14. ORDINANCE #2012-7 RECORDED MARCH 19, 2012 IN BOOK 4138, PAGE 52 (ORDINANCE - NOT A SURVEY MATTER)

15. EASEMENT FOR UNDERGROUND UTILITY EASEMENT AGREEMENT FROM JOHN'S LAKE, LLC, A FLORIDA LIMITED LIABILITY COMPANY, RECORDED APRIL 19, 2013, RECORDED IN BOOK 4311, PAGE 1674. (AGREEMENT - NOT A SURVEY MATTER)

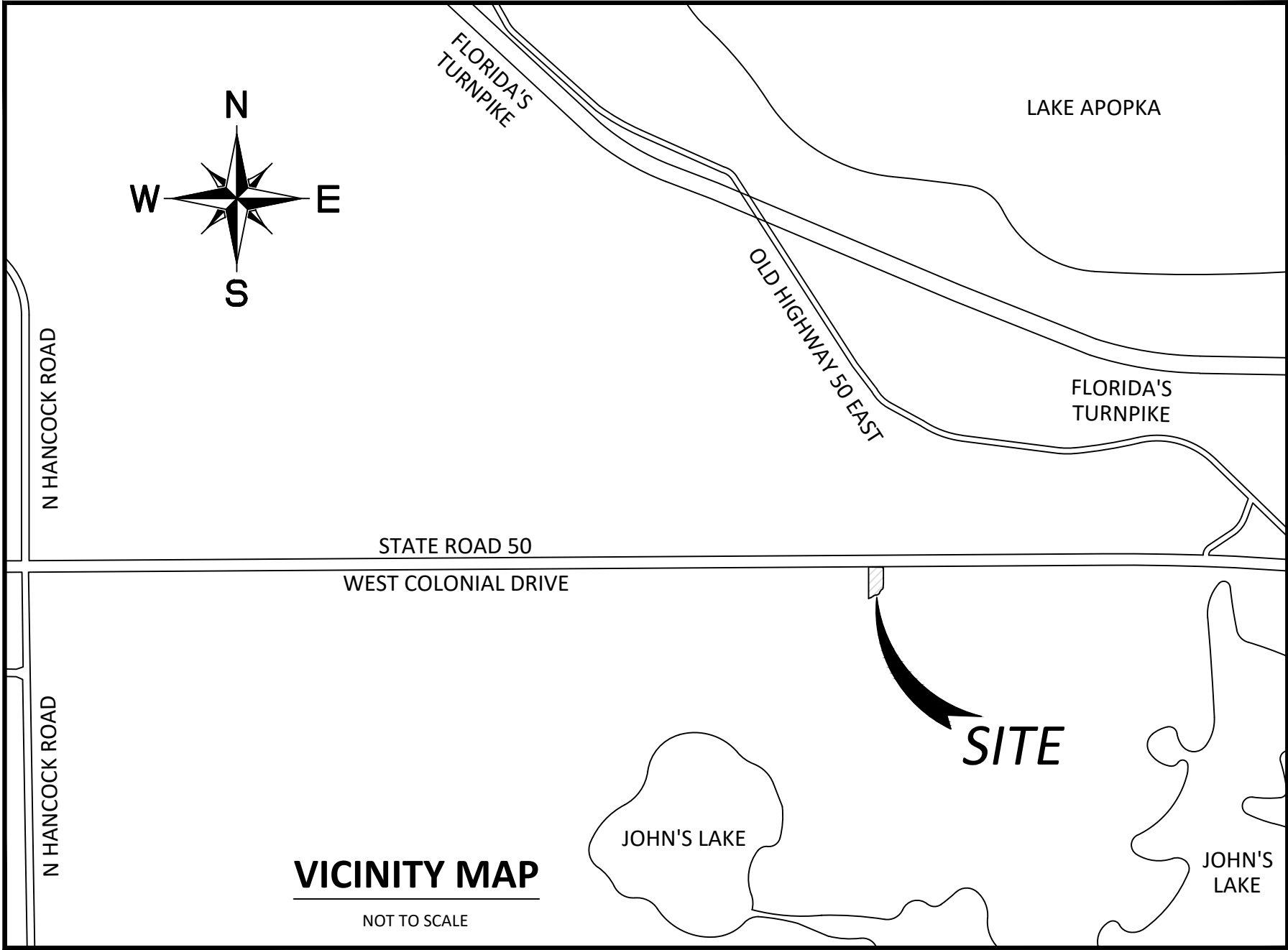
16. BOARD OF COUNTY COMMISSIONERS ORDINANCE NO. 2021-32 (JOHN'S LAKE LANDING PUD) RECORDED OCTOBER 28, 2021 IN BOOK 5824, PAGE 1074. (ORDINANCE - NOT A SURVEY MATTER)

17. NOTICE OF ENVIRONMENTAL RESOURCE PERMIT RECORDED DECEMBER 14, 2021 IN BOOK 5856, PAGE 2097. (NOTICE - NOT A SURVEY MATTER)

18. ACCESS, UTILITY, AND SIGNAGE EASEMENT AGREEMENT RECORDED JULY 12, 2022, BETWEEN CRA-MAR GROVWS, INC., A FLORIDA CORPORATION AND PKY CLERMONT OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY IN BOOK 5990, PAGE 1413. (SHOWN ON MAP OF SURVEY)

19. TERMS AND CONDITIONS OF ANY EXISTING UNRECORDED LEASE(S), AND ALL RIGHTS OF LESSEE(S) AND ANY PARTIES CLAIMING THROUGH THE LESSEE(S) UNDER THE LEASE(S).

NOTE: ALL OF THE RECORDING INFORMATION CONTAINED HEREIN REFERS TO THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, UNLESS OTHERWISE INDICATED. ANY REFERENCE HEREIN TO A BOOK AND PAGE IS A REFERENCE TO THE OFFICIAL RECORD BOOKS OF SAID COUNTY, UNLESS INDICATED TO THE CONTRARY.



LEGAL DESCRIPTION:

FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NUMBER: NCS-1144116-ORL  
ISSUING OFFICE/FILE NUMBER: NCS-1144116-ORL  
COMMITMENT DATE: AUGUST 17, 2022 @ 7:30AM

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LAKE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

A PORTION OF THAT PART OF TRACTS 31 AND 32, MAP OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE HIGHLANDS COMPANY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 52, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

THE SOUTH 596.5 FEET OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LESS THE NORTH 243 FEET OF THE WEST 300 FEET THEREOF.

TOGETHER WITH:

THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LESS ROAD RIGHT-OF-WAY FOR STATE HIGHWAY 50 AND MAGNOLIA POINTE BOULEVARD, LAKE COUNTY FLORIDA.

WITH:

THE WEST 1/2 OF THE SW 1/4 OF THE NW 1/4 OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LESS RIGHT-OF-WAY FOR STATE ROAD 50, A/K/A LOTS 24 AND 25, MAP OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE HIGHLANDS COMPANY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 50, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LESS RIGHT-OF-WAY FOR STATE ROAD 50.

SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

COMMENCE AT A 4"x4" CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE SOUTHWEST CORNER OF SAID LOT 25 ALSO BEING THE WEST QUARTER CORNER OF SAID SECTION 25; THENCE, ALONG THE WEST LINE OF SAID SECTION 25, NORTH 0°41'28" EAST, 596.74 FEET, TO A 1/2" IRON ROD AND CAP (PLS 1781); THENCE, CONTINUE ALONG SAID WEST LINE, NORTH 0°39'58" EAST, 631.65 FEET, TO A 1/2" IRON ROD (NO IDENTIFICATION) SITUATE ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COLONIAL DRIVE (STATE ROAD 50, RIGHT-OF-WAY WIDTH VARIES PER FDOT SECTION #11070 F.P. NO. 238429 4); THENCE, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE COURSES: SOUTH 89°08'59" EAST, 171.25 FEET, TO A 5/8" IRON ROD AND CAP (LB 6605); NORTH 0°51'09" EAST, 25.00 FEET, TO A 5/8" IRON ROD AND CAP (LB 6605); SOUTH 89°08'57" EAST, 180.43 FEET, TO THE POINT OF BEGINNING; THENCE, CONTINUE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE COURSES: SOUTH 89°08'57" EAST, 169.29 FEET, TO A 1/2" IRON ROD (NO IDENTIFICATION); SOUTH 1°32'52" WEST, 10.70 FEET, TO A 5/8" IRON ROD AND CAP (FDOT); SOUTH 89°05'46" EAST, 4.02 FEET; THENCE, DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 00°00'00" EAST, 198.47 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE WEST, HAVING A RADIUS OF 376.00 FEET, A CENTRAL ANGLE OF 7°40'29" AND AN ARC LENGTH OF 50.37 FEET (CHORD: SOUTH 03°50'15" WEST, 50.32); TO A POINT OF COMPOUND CURVATURE; THENCE, ALONG SAID COMPOUND CURVE TO THE RIGHT, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 45°24'37" AND AN ARC LENGTH OF 25.36 FEET (CHORD: SOUTH 30°22'48" WEST, 24.70); TO A POINT OF REVERSE CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE LEFT, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 98.00 FEET, A CENTRAL ANGLE OF 33°12'51" AND AN ARC LENGTH OF 56.81 FEET (CHORD: SOUTH 36°28'41" WEST, 56.02); TO A POINT OF REVERSE CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE RIGHT, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 54°45'56" AND AN ARC LENGTH OF 30.59 FEET (CHORD: SOUTH 47°15'13" WEST, 29.44); TO A POINT OF TANGENCY; THENCE, SOUTH 74°38'11" WEST, 28.82 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 118.00 FEET, A CENTRAL ANGLE OF 11°00'23" AND AN ARC LENGTH OF 22.98 FEET (CHORD: SOUTH 69°03'30" WEST, 22.94); TO A POINT OF TANGENCY; THENCE, SOUTH 63°28'48" WEST, 36.01 FEET, TO A POINT ON A CURVE; THENCE, ALONG SAID CURVE TO THE RIGHT CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 73.07 FEET, A CENTRAL ANGLE OF 42°47'46" AND AN ARC LENGTH OF 54.58 FEET (CHORD: NORTH 22°39'00" WEST, 53.32); TO A POINT OF TANGENCY; THENCE, LEAVING SAID CURVE, NORTH 4°45'49" WEST, 3.01 FEET; THENCE, NORTH 0°00'00" EAST, 328.00 FEET, TO THE POINT OF BEGINNING

ABBREVIATIONS LEGEND:

ADJ ADJUSTED  
ALTA AMERICAN LAND TITLE ASSOCIATION  
(C) CALCULATED DATA  
COA CERTIFICATE OF AUTHORIZATION  
CONC CONCRETE  
(D) TITLE DESCRIPTION DATA  
E.D.M. ELECTRONIC DISTANCE MEASUREMENT  
ELEV ELEVATION  
ENCR ENCROACHMENT  
FAC FLORIDA ADMINISTRATIVE CODE  
FDOT FLORIDA DEPARTMENT OF TRANSPORTATION  
FEMA FEDERAL EMERGENCY MANAGEMENT AGENCY  
F.P. FEDERAL PROJECT  
G.P.R. GROUND PENETRATING RADAR  
GPS GLOBAL POSITIONING SYSTEM  
ID IDENTIFICATION  
INV INVERT  
INV INVERT  
L LICENSED BUSINESS  
LS LICENSED SURVEYOR  
(M) MEASURED DATA  
NAD NORTH AMERICAN DATUM  
NO. NUMBER

NT NONE-TANGENT  
ORB OFFICIAL RECORDS BOOK  
NSPS NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS  
P.B. PLAT BOOK  
PC POINT OF CURVATURE  
PCC POINT OF COMPOUND CURVATURE  
PLS PROFESSIONAL LICENSED SURVEYOR  
PRC POINT OF REVERSE CURVATURE  
PT POINT OF TANGENCY  
PUD PLANNED UNIT DEVELOPMENT  
SEC SECTION  
RCP RIGHT-OF-WAY MAP DATA (SECTION 11070)  
RTK REAL TIME KINEMATICS  
R/W RIGHT-OF-WAY  
SEC SECTION  
S.U.E. SUBSURFACE UTILITY EXPLORATION  
U.S. U.S.  
A CENTRAL ANGLE  
R RADIUS  
L ARC LENGTH  
CB CHORD BEARING  
C CHORD DISTANCE

SYMBOLS LEGEND:

CONCRETE UTILITY POLE  
SIGN  
SANITARY MANHOLE  
UNDERGROUND GAS LINE  
UNDERGROUND CABLE TELEVISION LINE  
UNDERGROUND STORM DRAIN PIPE  
OVERHEAD UTILITY LINE  
SITE BENCHMARK  
MITERED END SECTION  
SCHEDULE BII ITEM  
ASPHALT SURFACE  
CONCRETE SURFACE

SURVEYOR'S NOTES:

1. PLAT AND DEED BEARINGS AND DISTANCES SHOWN HEREON ARE RELATIVE TO THE LEGAL DESCRIPTION PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY.
2. FIELD BEARINGS AND DISTANCES ARE BASED ON STATE PLANE GRID. THE BEARING BASE IS ALONG THE WEST LINE OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, BETWEEN FOUND MONUMENTATION (BEARING BASE: NORTH 0°39'58" EAST).
3. THIS IS A BOUNDARY AND TOPOGRAPHIC SURVEY, AS DEFINED IN CHAPTER 51-17.050(11) OF THE FLORIDA ADMINISTRATIVE CODE (FAC). MORE SPECIFICALLY THE PURPOSE OF THIS SURVEY IS TO CONVEY AN ALTA/NSPS SURVEY OF THE PARCEL BOUNDARY, AND LOCATE ITS IMPROVEMENTS TOPOGRAPHICALLY. THE REQUIREMENTS FOR AN ALTA/NSPS SURVEY ARE DEFINED IN THE "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS" (EFFECTIVE FEBRUARY 23, 2021).
4. THE ACCURACY STANDARD USED FOR HORIZONTAL CONTROL FOR THIS SURVEY EXCEEDS A MINIMUM RELATIVE DISTANCE OF 1 FOOT IN 10,000 FEET. ("STANDARDS OF PRACTICE (51-17.051 FAC)" PURSUANT TO SECTION 472.027, FLORIDA STATUTES)
5. THE HORIZONTAL CONTROL NETWORK WAS COMPLETED UTILIZING A SPECTRA PRECISION SOKKIA GRX 2 GNSS RECEIVER. THE CONTROL FOR THIS SURVEY IS BASED ON REDUNDANT RTK (REAL TIME KINEMATICS) OBSERVATIONS BASED ON FFRN (FLORIDA PERMANENT REFERENCE NETWORK).
- 5.1. THE REDUNDANT RTK (REAL TIME KINEMATICS) OBSERVATIONS WERE PERFORMED TO ESTABLISH THE PRIMARY NETWORK CONTROL. THE OBSERVATIONS WERE PERFORMED ON OCTOBER 12, 2020.
- 5.2. A FIELD TRAVERSE WAS USED TO ESTABLISH INTERMITTENT CONTROL BETWEEN THE GPS POINTS.
- 5.3. HORIZONTAL CONTROL IS BASED ON FLORIDA STATE PLANE COORDINATE EAST (901) NAD (NORTH AMERICAN DATUM) 1983/2011ADJ.
6. ALL DISTANCES WERE MEASURED WITH E.D.M. EQUIPMENT AND HAVE BEEN ADJUSTED FOR TEMPERATURE.
7. ALL SURFACE DATA SHOWN HEREON WAS DERIVED FROM A PHOTOGRAMMETRIC POINT CLOUD PROVIDED BY GPI GEOSPATIAL, INC. ELEVATIONS SHOWN HEREON ARE DISPLAYED AT 1' MINOR, 5' MAJOR CONTOUR INTERVALS AND ARE CERTIFIED TRUE AND CORRECT TO THE APPLICABLE DTM STANDARD OF 0.2' FOR SAID INTERVALS.
8. ONE-FOOT CONTOUR INTERVALS ARE SHOWN HEREON.
9. PROPERTY LINES SHOWN HEREON WERE COMPUTED FROM THE EXISTING PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND ARE BASED ON FOUND MONUMENTATION. MONUMENT SYMBOLS ARE NOT TO SCALE.
10. SURVEYOR'S LIABILITY FOR THE DOCUMENT SHALL BE LIMITED TO THE ORIGINAL PURCHASER AND DOES NOT EXTEND TO ANY UNNAMED PERSON OR ENTITIES WITHOUT AN EXPRESSED RE-CERTIFICATION BY WHOSE SIGNATURE APPEARS UPON THE SURVEY.
11. UNDERGROUND UTILITIES, FOUNDATIONS OR IMPROVEMENTS, IF ANY, WERE MARKED BY WANTMAN GROUP, INC. UTILIZING S.U.E. (SUBSURFACE UTILITY EXPLORATION) AND G.P.R. (GROUND PENETRATING RADAR) AND FIELD LOCATED BY THIS FIRM.
12. ABOVE GROUND UTILITIES SHOWN WERE LOCATED BY FIELD OBSERVATIONS. UTILITIES SYMBOLS ARE NOT TO SCALE.
13. THIS PROPERTY LIES WITHIN ZONE "X" OF THE CURRENT FEMA FLOOD INSURANCE RATE MAPS AND IS REFLECTED ON THE SURVEY. THE MAP IDENTIFICATION IS MAP NUMBER 12069C0595E, WITH AN EFFECTIVE DATE OF DECEMBER 18, 2012.
14. PRIOR TO ANY CONSTRUCTION, EXCAVATION OR ANY DISTURBANCE OF THE EXISTING GROUND ELEVATION, THE OWNER AND / OR CONTRACTOR SHOULD ASSUME RESPONSIBILITY OF CONTACTING THE LOCAL UTILITY AUTHORITIES FOR EXACT LOCATION OF UNDERGROUND GAS LINES, TELEPHONE LINES, ELECTRIC CABLES, WATER LINES, ETC. TO AVOID ANY HAZARD OR CONFLICT.
15. THIS SURVEY DOES NOT INCLUDE THE LOCATION OF ANY POSSIBLE WETLAND OR JURISDICTIONAL BOUNDARIES, OR ENDANGERED SPECIES LANDS.
16. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROHIBITED WITHOUT EXPRESSED WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
17. THIS SURVEY MAP MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED INFORMATION.
18. DIMENSIONS SHOWN HEREON ARE IN U.S. STANDARD FEET AND DECIMALS THEREOF.
19. THE OWNERSHIP OF FENCES IS UNKNOWN TO THIS SURVEYOR. POTENTIAL FENCE ENCROACHMENT SHOWN HEREON.

PROJECT INFORMATION:

FIELD DATE: 06/22/2022  
PARTY CHIEF: RM/WY  
DRAWN BY: MWH/JTP/CLM  
CHECKED BY: DRH/MWH  
APPROVED BY: MWH  
JOB NUMBER: 21-0454.000  
DWG: 21-0454.000 Johns Lake Wendys ALTA.dwg  
DRAWING DATE: 10/05/2022

SURVEYOR'S CERTIFICATE:

PKY CLERMONT OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY  
FIRST AMERICAN TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES TABLE A ITEMS 1, 2, 3, 4, 6(b), 6(a), 7(a), 8, 9, 11(a), 13, AND 17. THE FIELD WORK WAS COMPLETED ON 6/22/2022.

DATE OF MAP 9/13/2022

MITCHEL W. HILL  
PROFESSIONAL SURVEYOR & MAPPER  
FLORIDA LICENSE NUMBER LS7374  
NOT VALID WITHOUT THE ORIGINAL SIGNATURE & RAISED SEAL OF A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER. PDF FORMAT COPIES DIGITALLY SIGNED BY THE LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER USING A THIRD PARTY DIGITAL SIGNATURE SERVICE ARE ACCEPTABLE. PAPER COPIES WITHOUT ORIGINAL SIGNATURE AND SEAL ARE NOT VALID.



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

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

MAP OF ALTA/NSPS LAND TITLE & TOPOGRAPHIC SURVEY

JOHN'S LAKE - WENDY'S

CAUTION

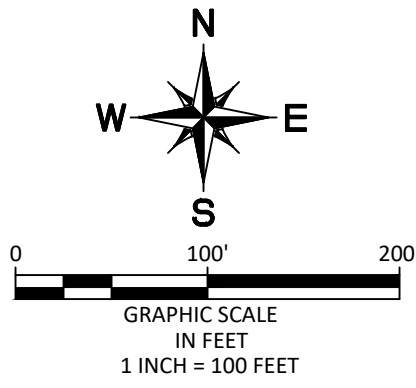
IF THIS SCALE BAR DOES NOT MEASURE 1" THE DOCUMENT IS NOT TO SCALE

|             |             |
|-------------|-------------|
| DATE:       | 01/28/2022  |
| JOB NO:     | 21-0454.000 |
| DRAWN BY:   | MWH/JTP     |
| CHECKED BY: | MWH         |
| SHEET NO:   | 1 OF 3      |
| REV:        |             |

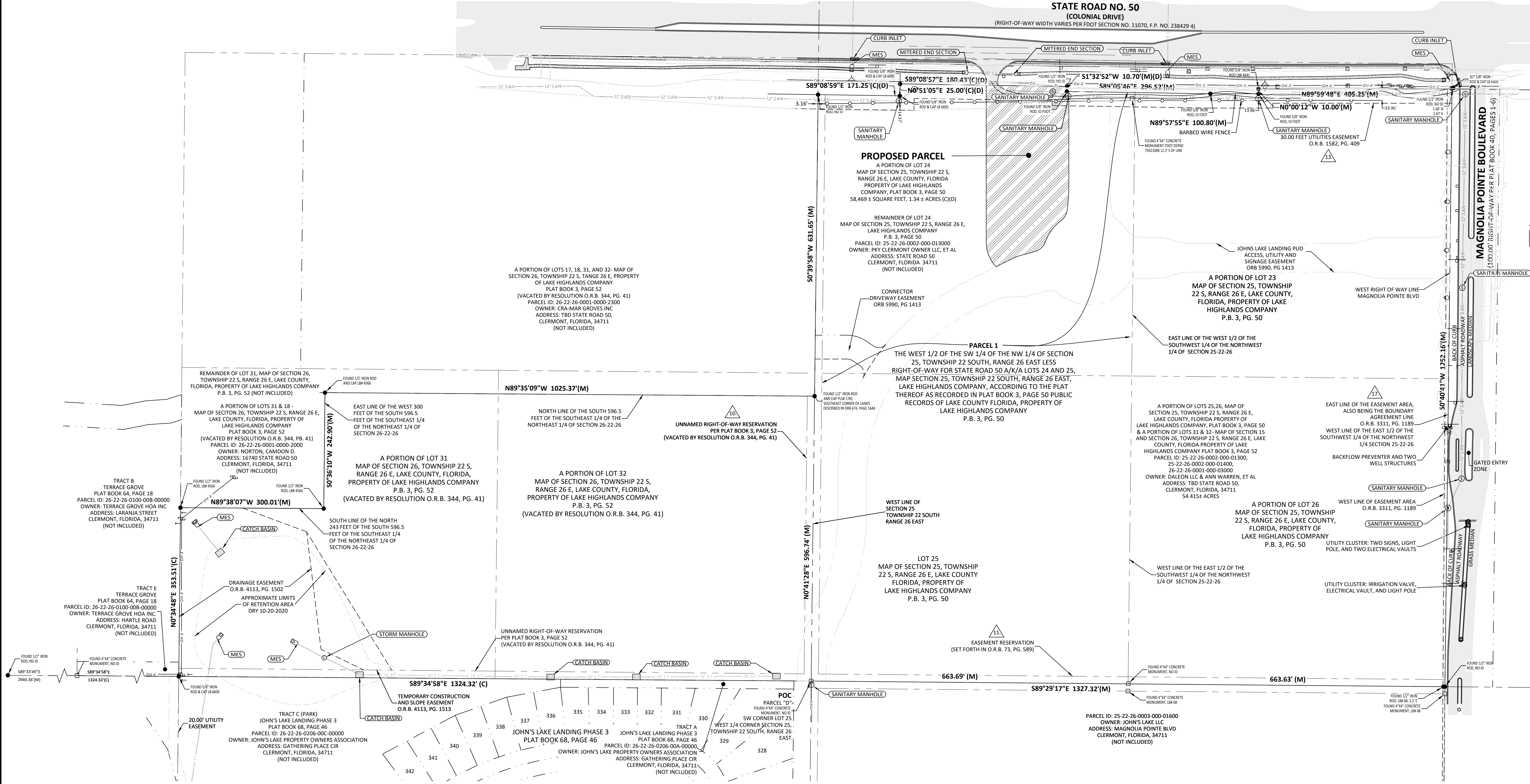


MAP OF ALTA/NSPS LAND TITLE SURVEY

OF  
A PARCEL OF LAND LYING WITHIN A PORTION OF  
OF SECTIONS 25 & 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST,  
LAKE COUNTY, FLORIDA  
SHEET 2 OF 3  
NOT VALID WITHOUT ALL SHEETS



**KPMFranklin**  
ENGINEERS • PLANNERS • SURVEYORS  
1012 EMMET STREET, SUITE A  
KISSIMMEE, FL 32741  
PHONE (407) 846-1216  
COA 32069 LB 6605



| REV. NO. | DATE | DESCRIPTION |
|----------|------|-------------|
| 8        |      |             |
| 7        |      |             |
| 6        |      |             |
| 5        |      |             |
| 4        |      |             |
| 3        |      |             |
| 2        |      |             |
| 1        |      |             |

| REV. NO. | DATE | DESCRIPTION |
|----------|------|-------------|
| 10       |      |             |
| 9        |      |             |
| 8        |      |             |
| 7        |      |             |
| 6        |      |             |
| 5        |      |             |
| 4        |      |             |
| 3        |      |             |
| 2        |      |             |
| 1        |      |             |

**MAP OF ALTA/NSPS LAND TITLE SURVEY**

**JOHN'S LAKE - WENDY'S**

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

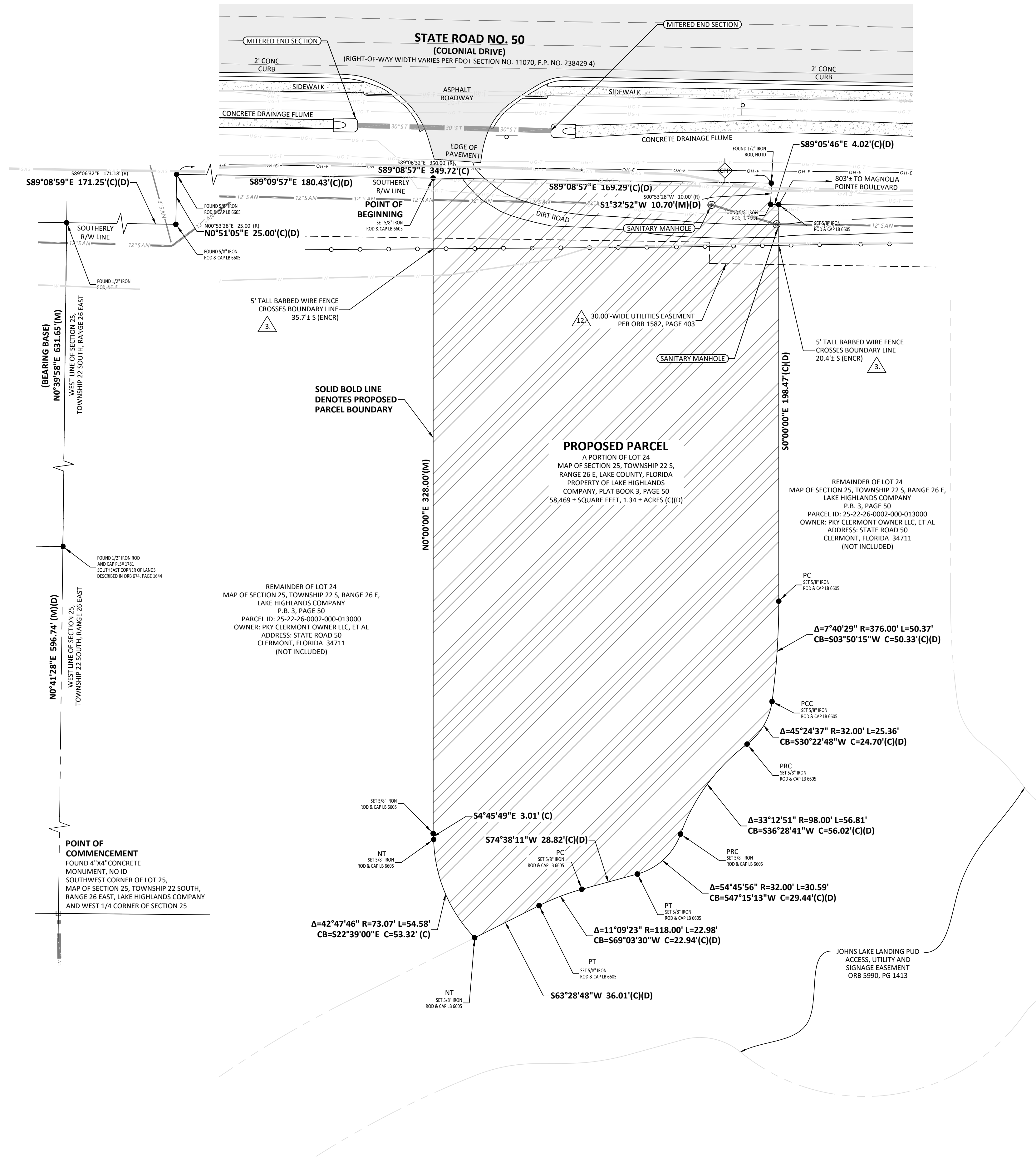
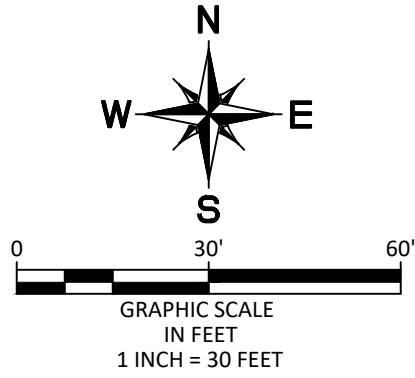
DATE: 05-11-22  
JOB NO: 22-0154.000  
DRAWN: AR  
APPROVED: MWH  
SHEET NO: 2 OF 3  
REV:

P:\22-0409.000 JOHN'S LAKE LANDING - WENDY'S CORR. INCOMING SURVEY.2022.11.15 - UPDATED ALTA SURVEY.21-0454.000 JOHN'S LAKE WENDY'S ALTA.DWG - 2/1/2023 9:04 AM



MAP OF ALTA/NSPS LAND TITLE & TOPOGRAPHIC SURVEY

OF  
A PARCEL OF LAND LYING WITHIN A PORTION OF SECTIONS 25 & 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA  
STATE ROAD NO. 50, CLERMONT, FL 34711  
SHEET 1 OF 3



**KPMFranklin**  
ENGINEERS • PLANNERS • SURVEYORS  
1012 EMMET STREET, SUITE A  
KISSIMMEE, FL 32741  
PHONE: (407) 846-1216  
COA 32059 LB 6605

|          |   |       |
|----------|---|-------|
| REV. NO. | 8 | DATE: |
| REV. NO. | 7 | DATE: |
| REV. NO. | 6 | DATE: |
| REV. NO. | 5 | DATE: |
| REV. NO. | 4 | DATE: |
| REV. NO. | 3 | DATE: |
| REV. NO. | 2 | DATE: |
| REV. NO. | 1 | DATE: |

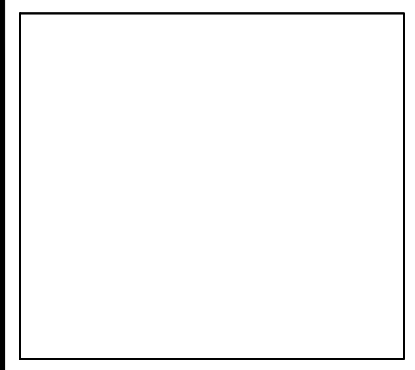
|          |    |       |
|----------|----|-------|
| REV. NO. | 10 | DATE: |
| REV. NO. | 9  | DATE: |
| REV. NO. | 8  | DATE: |
| REV. NO. | 7  | DATE: |
| REV. NO. | 6  | DATE: |
| REV. NO. | 5  | DATE: |
| REV. NO. | 4  | DATE: |
| REV. NO. | 3  | DATE: |
| REV. NO. | 2  | DATE: |
| REV. NO. | 1  | DATE: |

MAP OF ALTA/NSPS LAND TITLE  
& TOPOGRAPHIC SURVEY

JOHN'S LAKE - WENDY'S

CAUTION

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



|           |             |
|-----------|-------------|
| DATE:     | 01/28/2022  |
| JOB NO:   | 21-0454.000 |
| DESIGNER: |             |
| DRAWN:    | MWH/JTP     |
| APPROVED: | MWH         |
| SHEET NO: | 3 OF 3      |
| REV:      |             |

| Table of Sign Types   |                |                  |                    |                |              |                 |             |              |                 |             |              |                 |                             |                  |                                                                                                                                                          |
|-----------------------|----------------|------------------|--------------------|----------------|--------------|-----------------|-------------|--------------|-----------------|-------------|--------------|-----------------|-----------------------------|------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|
| Sign Type             | Sign Type Code | Sign Description | Road Fronting      | Sign Face Area |              |                 | Height      |              |                 | Width       |              |                 | Multiple on Single Frontage | Off-Site Signage | Code Section                                                                                                                                             |
|                       |                |                  |                    | Max Allowed    | Max Proposed | % over Code Max | Max Allowed | Max Proposed | % over Code Max | Max Allowed | Max Proposed | % over Code Max |                             |                  |                                                                                                                                                          |
| Wendy's               | 1              | Monument         | SR 50 (Arterial)   | 60             | 57           | N/A             | 10          | 10           | N/A             | 10          | 8            | N/A             | Yes                         | No               | Sign Area 117-15 (a) (3) (i)<br>Height 117-15 (a) (5) (iii)<br>Width 117-15 (a) (5) (iv)<br>One Sign per Frontage 117-15 (a) (3)<br>Off Site Sign 117-16 |
| Rooms To Go / Wendy's | 2              | Monument         | Interior Collector | 32             | 17           | N/A             | 6           | 5            | N/A             | 10          | 9.25         | N/A             | No                          | Yes              | Sign Area 117-15 (a) (3) (iii)<br>Height 117-15 (a) (5) (i)<br>Width 117-15 (a) (5) (iv)<br>One Sign per Frontage 117-15 (a) (3)<br>Off Site Sign 117-16 |
| WestFall Station      | 3              | Monument         | SR 50              | 60             | 60           | N/A             | 10          | 8.5          | N/A             | 10          | 13.75        | 138%            | Yes                         | Yes              | Sign Area 117-15 (a) (3) (i)<br>Height 117-15 (a) (5) (iii)<br>Width 117-15 (a) (5) (iv)<br>One Sign per Frontage 117-15 (a) (3)<br>Off Site Sign 117-16 |



## CITY OF CLERMONT VARIANCE FILING INSTRUCTIONS

### ***Check List***

The following information shall be provided:

- ☒ Proof of ownership (i.e. Lake County Property record card, tax receipt, or deed.)
- ☒ Legal description of the property – may be on information above.
- ☒ Plot plan (drawn to scale) of the property involved showing the location of existing buildings or structures and the location of proposed buildings or structures which specifically delineates and illustrates the extent of the variance request. Maximum size for plans is 11" x 17" (two full size copies for detail as needed, depending on the Variance).
- ☒ A written justification based on Sec. 86-174, which explains the conditions and circumstances of the alleged hardship and the necessity of the action. Staff will review the application based on the review criteria. Therefore, it is in the applicant's best interest to submit the application with those five (5) items in mind to justify the variance request.
- ☒ Visual aids that may clarify the variance request such as overhead projections, large scale drawings, etc. A location map must be included that identifies the location of the property. These will be presented by the applicant at the public hearing.
- ☒ The original application and all supplemental materials. All materials can be submitted in PDF format on a CD or via email to [planning@clermontfl.org](mailto:planning@clermontfl.org)
- ☒ Fee: \$300.<sup>00</sup> plus advertisement for existing single-family residential.  
\$600.<sup>00</sup> plus advertisement for all others.

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





## CITY OF CLERMONT VARIANCE FILING INSTRUCTIONS

Any person requesting a Variance shall file a complete application in the Development Services Department at least thirty (30) days prior to the hearing date of the City Council. All applications must be complete, to include applicable site plans and/or other pertinent descriptive materials in order to be processed.

**A Pre-Application meeting with the Development Services Director (or designated staff) is required prior to submittal of the application. The Development Services Director shall determine if the application is complete and properly filed.**

***APPLICATION FOR VARIANCE DOES NOT GUARANTEE APPROVAL. THE APPLICANT MUST BE PRESENT AT ANY MEETINGS TO JUSTIFY AND SUPPORT THE REQUEST.***

### **Notification of Public Hearing**

All variance requests shall be considered at public hearings, which shall be noticed as follows:

- (1) The City shall send notice of the proposed variance to the owners of all adjoining properties to the subject property. Such notice shall include the date, time, and place of the public hearing before the City Council, along with a clear and concise description of the proposed variance. For the purposes of such notification, adjoining properties shall include those properties within 150 feet of the subject property even when separated from the subject property by a road, canal, easement, right-of-way or similar barrier.
- (2) Notice of public hearing shall be published in a newspaper of general circulation within the City no less than five (5) days prior to the date set for hearing the variance request.

### **Conditions of Approval and Denial**

- (1) When any variance is granted, construction of the structure or other variance item must be started within one year from the date the variance is granted. It shall be the obligation of the owner to file written notice with the Administrative Official and the Development Serves Director that he has begun the proposed construction. If no such notice is filed, the variance shall automatically lapse.
- (2) A variance in the zoning regulations may be transferred along with the transfer of the property ownership, but only for the specific use and approved plan originally granted.
- (3) Variance requests which have been denied may not be resubmitted for a period of one (1) year.



CITY OF CLERMONT  
**VARIANCE**  
**APPLICATION**

|                                                                                                                                                                                                                                                   |                                          |                              |                                  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|------------------------------|----------------------------------|
| <b>DATE</b> August 11, 2023                                                                                                                                                                                                                       |                                          | <b>FEE:</b> \$600.00         |                                  |
| <b>Project Name (if applicable)</b> John's Lake Landing - Wendy's                                                                                                                                                                                 |                                          |                              |                                  |
| <b>Applicant</b> KPM Franklin                                                                                                                                                                                                                     |                                          |                              |                                  |
| <b>Contact Person</b> Robby Moon                                                                                                                                                                                                                  |                                          |                              |                                  |
| <b>Address</b>                                                                                                                                                                                                                                    | 6300 Hazeltine National Drive, Suite 118 | <b>City</b> Orlando          | <b>State</b> FL <b>Zip</b> 32822 |
| <b>Telephone</b>                                                                                                                                                                                                                                  | (407) 994-4441                           | <b>Fax</b>                   |                                  |
| <b>Email</b>                                                                                                                                                                                                                                      | rmoon@kpmfranklin.com                    |                              |                                  |
| <b>OWNER INFORMATION</b> <input type="checkbox"/> (Check box if information is same as Applicant)                                                                                                                                                 |                                          |                              |                                  |
| <b>Owner's Name</b> Edilberto Rodriguez                                                                                                                                                                                                           |                                          |                              |                                  |
| <b>Owner Address</b>                                                                                                                                                                                                                              | 4030 NE 30th Avenue                      | <b>City</b> Lighthouse Point | <b>State</b> FL <b>Zip</b> 33064 |
| <b>Telephone</b>                                                                                                                                                                                                                                  | 786-258-1633                             | <b>Email</b>                 | EDDIE@WENCORG.COM.               |
| <b>PROPERTY INFORMATION</b>                                                                                                                                                                                                                       |                                          |                              |                                  |
| <b>Address of Subject Property</b>                                                                                                                                                                                                                | SR 50                                    | <b>City</b> Clermont         | <b>State</b> FL <b>Zip</b> 34711 |
| <b>General Location</b><br>Located on the south side of SR 50 and west of Magnolia Pointe Blvd within the John's Lake Landing PUD.                                                                                                                |                                          |                              |                                  |
| <b>Legal Description &amp; Alternate Key (include copy of survey)</b><br>A PORTION OF LOT 24 MAP OF SECTION 25, TOWNSHIP 22 S, RANGE 26 E, LAKE COUNTY, FLORIDA<br>PROPERTY OF LAKE HIGHLANDS<br>COMPANY, PLAT BOOK 3, PAGE 50<br>AltKey: 3944668 |                                          |                              |                                  |
| <b>Land Use (City verification required)</b> Urban Low Density                                                                                                                                                                                    |                                          |                              |                                  |
| <b>Zoning (City verification required)</b> PUD                                                                                                                                                                                                    |                                          |                              |                                  |





## 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. 117-16. - Off-site signs & Sec. 117-15. - Permitted signs.

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

The client would like to allow the Westfall Station POA to place its ("off-site") Park Identification and Directional Monument Sign on the subject property, which is located at the entry point of the subdivision. Since the annexation was accelerated, the proposed signage does not meet Sec.117-16 and Sec. 117-15 in the City's LDC regarding size, and therefore, exceeds the size by 6 sq.ft. (Total sign size is 66 sq.ft.). In addition, the topographical location of where the sign was supposed to be placed requires the sign to be relocated to the attached location. Additionally, the client would like to allow a directional ("off-site") sign to be located in the rear of the subject parcel in order to better direct patrons while utilizing the site.

**How does the Code create a hardship?**

Sec. 117-16. (d) states that all other off-site signs except directional, temporary, or on vacant property are prohibited, thereby not permitting the proposed off-site monument sign that helps outline the road as an entry point into the PD. Sec. 117-15 (a) states that the maximum sign area is 60 sq feet. The proposed sign face area is currently 66 sq feet.

**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;

The proposed off-site Park Identification and Directional Signage is solely for the purpose of identifying where the entryway to the Park is located and directing traffic to move into the declaration lane to access the PUD. Thereby, this will improve the recognition and traffic flow into the site.

- (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;

The proposed off-site Park Identification and Directional Signage is solely for the purpose of identifying where the entryway to the Park is located and directing traffic to move into the declaration lane to access the PUD. Thereby, this will improve the recognition and traffic flow into the site.

- (3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance were denied;

Strict compliance will not further any city objective, nor do the benefits under other criteria if granted outweigh the benefits if denied. We will delete, eliminate or by other form the current signage tract where the sign was originally supposed to be placed on the north side of the entryway.





## CITY OF CLERMONT VARIANCE APPLICATION

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

The granting of this variance aligns with objective 1.8 in CH II of the comprehensive plan stating that the City shall implement mechanisms that assist in wayfinding for all types of transportation system users.

(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.

The requested variance is the minimum variance needed to make reasonable use of the land. Due to the site's topographic constraints, the variance would allow for the signage needed for the PD entryway.

Robby Moon

Applicant Name (print)

x

Applicant Name (signature)

Edilberto Rodriguez

Owner Name (print)

x

Owner Name (signature)

### NOTICE

**IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A DELAY IN PROCESSING AND WILL NOT BE SCHEDULED UNTIL SUCH CORRECTIONS ARE MADE. APPLICATION FOR VARIANCE DOES NOT GUARANTEE APPROVAL. THE APPLICANT MUST BE PRESENT AT ANY MEETINGS TO JUSTIFY AND SUPPORT THE REQUEST.**

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



## ARTICLE IV. VARIANCES

### **Sec. 86-171. Permitted variances; exclusions.**

*Hardship relief.* A hardship may exist in which the strict application of one or several requirements of this land development code would render a parcel incapable of reasonable use. Specified provisions set forth in this land development code or in the development standards may be waived when, because of the particular physical shape, surroundings or topographical condition of the property, compliance would result in a particular hardship upon the owner. A hardship is distinguished from a mere inconvenience or a desire to increase monetary gain.

- (b) *Exclusions.* Requests for variances from requirements of the land development code shall generally be considered for those provisions which regulate proposed site development and the requirements applicable to existing development. The following request for variances shall not be considered?
- (1) Requests for variances to the adopted comprehensive plan.
  - (2) Requests for variances to permit a use which is not allowed as a permitted use or as a conditional use within the specific zoning district.
  - (3) Requests for variances to permit the expansion of a nonconforming use of any land or structure, or the continuance of any nonconforming use which has ceased by discontinuance or abandonment for a period of one year, or the reestablishment of a nonconforming building which has been destroyed or damaged by fire, explosion or act of God or in another manner to the extent of 50 percent or more of its assessed valuation.
- (c) *Final decision.* Final determination of a hardship relief decision is vested in the city council sitting as the board of adjustment as provided for in this article.

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

### **Sec. 86-172. Application.**

### **Sec. 86-173. Notice of public hearing.**





**Sec. 86-174. Review criteria and findings.**

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

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

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

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

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

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

## Order Confirmation

Not an Invoice

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

|                           |            |
|---------------------------|------------|
| <b>Date:</b>              | 11/22/2023 |
| <b>Order Number:</b>      | 9558885    |
| <b>Prepayment Amount:</b> | \$ 0.00    |

|                          |         |
|--------------------------|---------|
| <b>Column Count:</b>     | 1.0000  |
| <b>Line Count:</b>       | 52.0000 |
| <b>Height in Inches:</b> | 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 |

|                                  |                |
|----------------------------------|----------------|
| <b>Order Confirmation Amount</b> | <b>\$92.16</b> |
|----------------------------------|----------------|

## 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

## AGENDA ITEM

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                       |                                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|--------------------------------|
| <b>Meeting Date</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                       |                                |
| Tuesday, February 13, 2024                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                       |                                |
| <b>Agenda Item Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                       |                                |
| Ordinance No. 2023-029 <i>Final</i><br><i>Waterbrooke Phase 7 Annex</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                       |                                |
| <b>Requested Action</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                       |                                |
| Recommend approval of Ordinance 2023-029                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                       |                                |
| <b>Staff Report</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                       |                                |
| <p><i>This item was tabled at the November 28, 2023 and January 9, 2024 City Council meetings.</i></p> <p>The applicant, Mattamy Orlando LLC, is requesting voluntary annexation of the subject property by adjacency to the City limits. The property, approximately 23.95 +/- acres, is adjacent to the Waterbrooke subdivision, which is in the City of Clermont.</p>  <p>The property is located within the Clermont Joint Planning Area (JPA) and Utility Service Boundary. The applicant is requesting a small scale comprehensive plan amendment and an amendment to the Waterbrooke PUD to allow a single family housing phase, Phase 7, to be developed. The property boundaries are contiguous to City Boundaries, as required by Florida Statutes for annexation. The City is able to serve the proposed development, and the annexation would be a logical expansion to the boundary. Staff recommends approval of Ordinance 2023-029.</p> |                                                       |                                |
| <b>Additional Analysis</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                       |                                |
| <b>Fiscal Impact Summary</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                       |                                |
| None.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                       |                                |
| <b>Fiscal Impact</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>Fund Number and Description</b>                    | <b>Available Budget Amount</b> |
| <b>Exhibits Attached</b> (copies of original agreements)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                       |                                |
| 1. Ord. 2023-029 Waterbrooke Ph 7 - Annx (2.13.2024)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Ord. 2023-029 Waterbrooke Ph 7 - Annx (2.13.2024).pdf |                                |
| 2. Waterbrooke Ph 7 Maps                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Waterbrooke Ph 7 Maps.pdf                             |                                |
| 3. 1 - Bound Applications                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 1 - Bound Applications.pdf                            |                                |
| 4. Ad_ANN Waterbrooke Ph 7 - Legal Ad ANN                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Ad_ANN Waterbrooke Ph 7 - Legal Ad ANN.pdf            |                                |



*CITY OF CLERMONT*  
**ORDINANCE NO. 2023-029**

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

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

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

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

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

**SECTION 1:**

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

**LEGAL DESCRIPTION**

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

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

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



*CITY OF CLERMONT*  
**ORDINANCE NO. 2023-029**

**LOCATION**

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



**SECTION 2:**

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

**SECTION 3:**

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

**SECTION 4: CONFLICT**

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

**SECTION 5: SEVERABILITY**

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





*CITY OF CLERMONT*  
**ORDINANCE NO. 2023-029**

**SECTION 6: ADMINISTRATIVE CORRECTION**

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

**SECTION 7: RECORDING**

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

**SECTION 8: PUBLICATION AND EFFECTIVE DATE**

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



*CITY OF CLERMONT*  
**ORDINANCE NO. 2023-029**

**PASSED AND ADOPTED** by the City Council of the City of Clermont, Lake County, Florida, on this 13th day of February, 2024.

CITY OF CLERMONT

---

Tim Murry, Mayor

ATTEST:

---

Tracy Ackroyd Howe, MMC  
City Clerk

Approved as to form and legality:

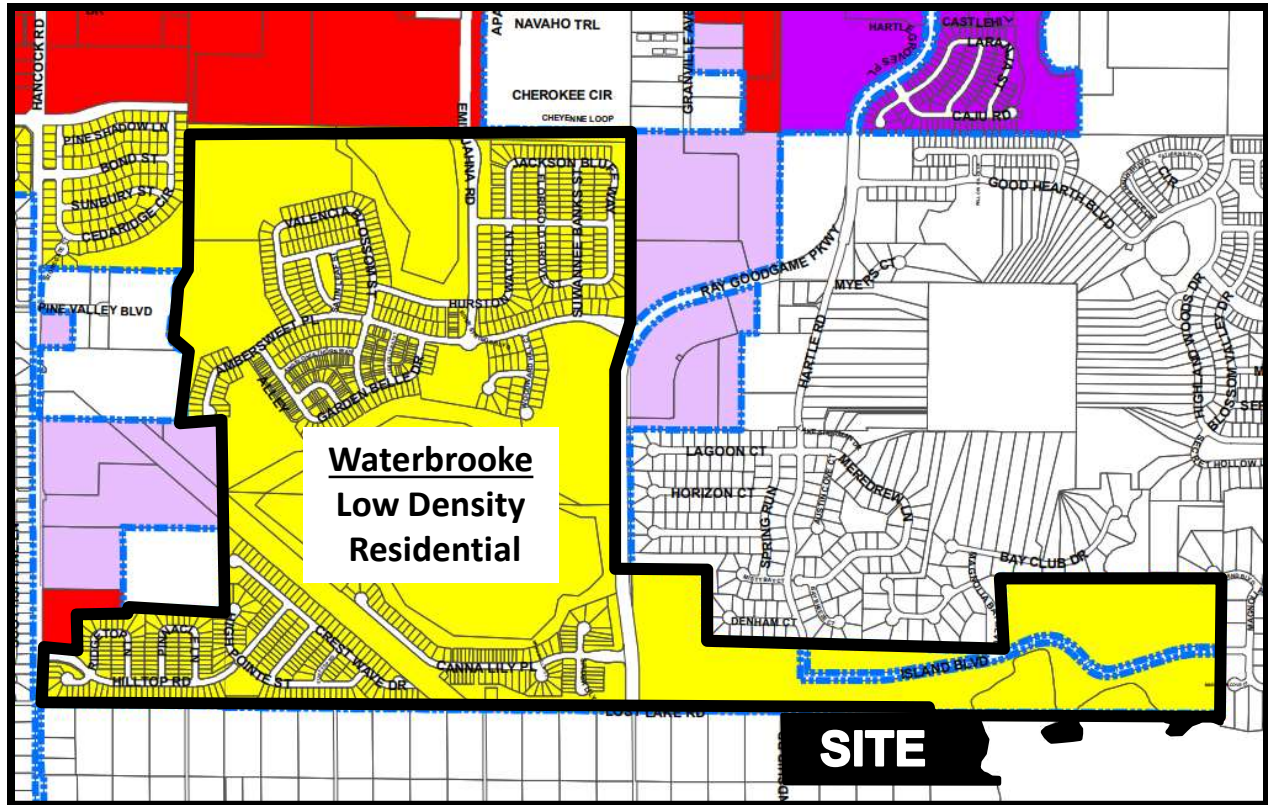
---

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map – Waterbrooke Phase 7



Exhibit – Future Land Use Map – Waterbrooke Phase 7





## CITY OF CLERMONT REZONING FILING INSTRUCTIONS

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

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

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

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





CITY OF CLERMONT  
**REZONING**  
**APPLICATION**

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



## CITY OF CLERMONT REZONING APPLICATION

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

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

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

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

Jonathan D. Droor, PE, Asst. VP

Applicant Name (print)

x

Applicant Name (signature)

Sadique Jaffer, Managing Member

Owner Name (print)

x

Owner Name (signature)

### City of Clermont

Development Services Department

685 W. Montrose St.

P.O. Box 120219

Clermont, FL 34712-0219

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

5/22/2020





**CITY OF CLERMONT**  
**COMPREHENSIVE PLAN AMENDMENT**  
Application Instructions

**APPLICATION FEE:**

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

**APPLICATION PROCESS:**

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

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

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

**AMENDMENT TIME FRAME:**

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



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

**Application Information Required**

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

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

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



**CITY OF CLERMONT**  
**COMPREHENSIVE PLAN AMENDMENT**  
**Application**

DATE: \_\_\_\_\_

FEE: \_\_\_\_\_

**Project Name (if applicable):** Waterbrooke Phase 7

**Applicant:** Mattamy Orlando, LLC

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

**Address:** 2450 Maitland Center Parkway, Suite 300

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

**Phone:** 407-215-6264 **Fax:** \_\_\_\_\_

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

**OWNER:** Friendship Capital Group, LLC

**Address:** 103 Commerce Street, Suite 160

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

**Phone:** 321-624-3126 **Fax:** \_\_\_\_\_

**E-Mail:** sidjaffer@yahoo.com

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

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

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

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

**Existing (Actual) Land Use:** Vacant Undeveloped

**Existing Zoning:** A (County)

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

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

**Type of development proposed:** Single Family Residential



1.9 dwelling units/gross acre across

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

**Proposed Zoning District:** PUD

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

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

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

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

**\*\*\*\*\* NOTICE \*\*\*\*\***

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

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



**APPLICANT'S AFFIDAVIT**

STATE OF FLORIDA  
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

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

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

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

Jonathan D. Droor, PE, Assistant Vice President

Affiant - Applicant Name (print)

X

Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 15<sup>th</sup> day of DECEMBER, 2022.



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

My Commission Expires: 02/26/2023



**OWNER'S AFFIDAVIT**

STATE OF FLORIDA  
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

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

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

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

Sadique Jaffer, Managing Member

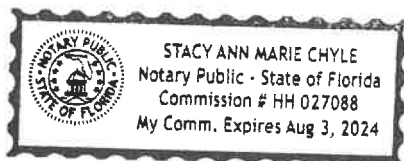
Affiant - Applicant Name (print)

X

[Signature]  
Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

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



X

[Signature]  
Notary Public, State of Florida at Large

My Commission Expires: 8/3/24



## CHECK LIST & FILING INSTRUCTIONS

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

1. ☒ Application & Petition by the landowners for Annexation (pages 3 and 4).
2. ☒ General application form (page 5).
3. ☒ Authorization for agent/owner representation (page 6)
4. ☒ LEGAL DESCRIPTION: Email legal description typed in Word (not all capitalized) to [planning@clermontfl.org](mailto: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 1<sup>st</sup> day of the Month. Complete applications will then be scheduled for Public Hearing on the 4<sup>th</sup> Tuesday of the following month for the City Council meeting. All applications must be complete, to include applicable site plans and/or other pertinent descriptive materials in order to be processed. A pre-application meeting may be required prior to submission of an application. Dependent upon the scope and/or magnitude of a particular project, scheduling of one or more City Council Workshop(s) may also be necessary and additional time may be required prior to being scheduled for public hearing.
3. Upon receipt of a complete application, the Development Services Department shall proceed with the request for a public hearing in accordance with the following:
  - A: The owners of all property lying within one hundred fifty (150) feet of the property requested to be annexed shall be notified by mail.
  - B. A legal advertisement of the request shall be advertised in a local newspaper prior to the meeting date.
4. Failure to provide an accurate and complete application will result in automatic rejection and return of the application and delay of the hearing date.





## APPLICATION & PETITION

DATE: \_\_\_\_\_

FEE: \$155.<sup>00</sup>  
+ cost of advertising

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

PROJECT NAME (if applicable): Waterbrooke Phase 7

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

Address: 2450 Maitland Center Parkway, Suite 300

City: Maitland State: FL Zip: 32751

Phone: 407-215-6264 Fax: \_\_\_\_\_

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

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

Address: 103 Commerce Street, Suite 160

City: Lake Mary State: FL Zip: 32746

Phone: 407-548-6201 Fax: \_\_\_\_\_

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

Address: 2450 Maitland Center Parkway, Suite 300

City: Maitland State: FL Zip: 32751

Phone: 407-215-6264 Fax: \_\_\_\_\_

E-Mail: Jon.Droor@mattamycorp.com

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

Alt Key #1412021

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

The property is PRESENTLY used for: Vacant Undeveloped

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



Existing Lake County Land Use\* : Rural

Existing Lake County Zoning\* : A

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

State the reason or basis for this request: \_\_\_\_\_

Planned Residential Development / Expansion of Waterbrooke PUD  
\_\_\_\_\_  
\_\_\_\_\_

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

Section 35, Township 22, Range 26

See attached boundary survey with legal description.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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



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

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

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

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

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

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

Jonathan D. Droor, PE, Assistant Vice President

Landowner (Petitioner)

12/15/2022

Date

Gillian T. Chung-Miller  
Notary Public

02/26/2023

My Commission Expires





**OWNER / AGENT AFFIDAVIT (ANNEXATION)**

Date: \_\_\_\_\_

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

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

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

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

X \_\_\_\_\_ X \_\_\_\_\_  
Owner (signature) Agent's (signature)

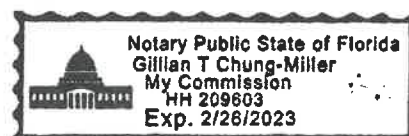
Sworn to and subscribed before  
me this 9 day of December,  
2022.

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

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

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

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



## LEGAL NOTICE

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

### ORDINANCE NO. 2023-029

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

#### LOCATION:

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



#### LEGAL DESCRIPTION:

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

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

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

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

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

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

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

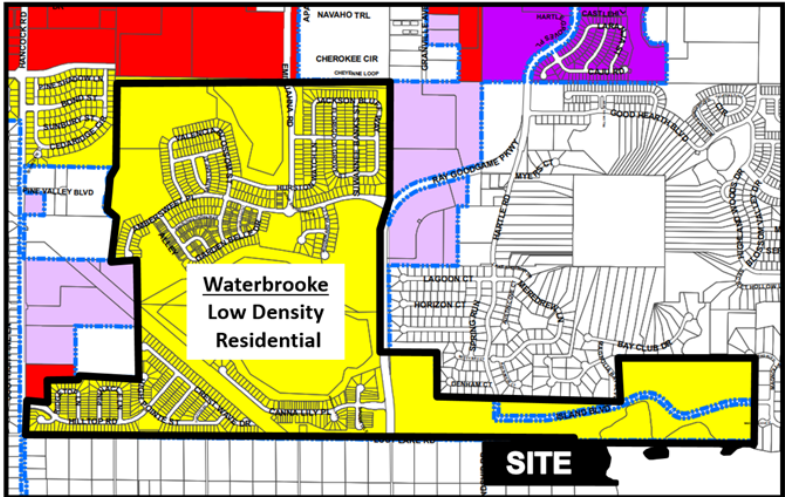
Tracy Ackroyd Howe, MMC  
City Clerk



# CITY OF CLERMONT

## AGENDA ITEM

Page 1 of 2

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                    |                                |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|--------------------------------|
| <b>Meeting Date</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                    |                                |
| Tuesday, February 13, 2024                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                    |                                |
| <b>Agenda Item Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                    |                                |
| Ordinance No. 2023-030 <i>Final</i><br><i>Waterbrooke Phase 7 SSCP</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                    |                                |
| <b>Requested Action</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                    |                                |
| Recommend approval of Ordinance 2023-030                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                    |                                |
| <b>Staff Report</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                    |                                |
| <p><i>This item was tabled at the November 28, 2023 and January 9, 2024 City Council meetings.</i></p> <p>The applicant, Mattamy Orlando LLC, is requesting a small scale comprehensive plan amendment (SSCP) for approximately 23.95 +/- acres adjacent to the Waterbrooke subdivision. The property is currently in Lake County with a future land use of Rural. The applicant is requesting a future land use map change from Rural to Low Density Residential once it is annexed into the City of Clermont. Low Density Residential allows up to three dwelling units per acre. The applicant is proposing an additional phase, Phase 7, to the existing Waterbrooke subdivision. The Low Density Residential future land use is consistent with the existing future land use for the entire Waterbrooke PUD. The property will be accessed from within the existing Waterbrooke development, and an amendment to the existing PUD is being sought. The development proposal for this parcel does not conflict with the Low Density Residential future land use within the City's Comprehensive Plan. Staff recommends approval of Ordinance 2023-030. <i>Planning and Zoning Commission recommended approval, 5-2.</i></p> |                                    |                                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                    |                                |
| <b>Additional Analysis</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                    |                                |
| <b>Fiscal Impact Summary</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                    |                                |
| None.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                    |                                |
| <b>Fiscal Impact</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>Fund Number and Description</b> | <b>Available Budget Amount</b> |
| <b>Exhibits Attached</b> (copies of original agreements)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                    |                                |
| 1. Ord. 2023-030 Waterbrooke Ph 7 - CPA (2.13.2024) Ord. 2023-030 Waterbrooke Ph 7 - CPA (2.13.2024).pdf                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                    |                                |

|    |                                            |                                                |
|----|--------------------------------------------|------------------------------------------------|
| 2. | Waterbrooke Ph 7 Maps                      | Waterbrooke Ph 7 Maps.pdf                      |
| 3. | 2030 - 30 Before                           | 2030 - 30 Before.pdf                           |
| 4. | 2023 - 30 After                            | 2023 - 30 After.pdf                            |
| 5. | 1 - Bound Applications                     | 1 - Bound Applications.pdf                     |
| 6. | Ad_SSCPA Waterbrooke Ph 7 - Legal Ad SSCPA | Ad_SSCPA Waterbrooke Ph 7 - Legal Ad SSCPA.pdf |





*CITY OF CLERMONT*  
**ORDINANCE NO. 2023-030**

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

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

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

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

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

**SECTION 1:**

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

**LEGAL DESCRIPTION**

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

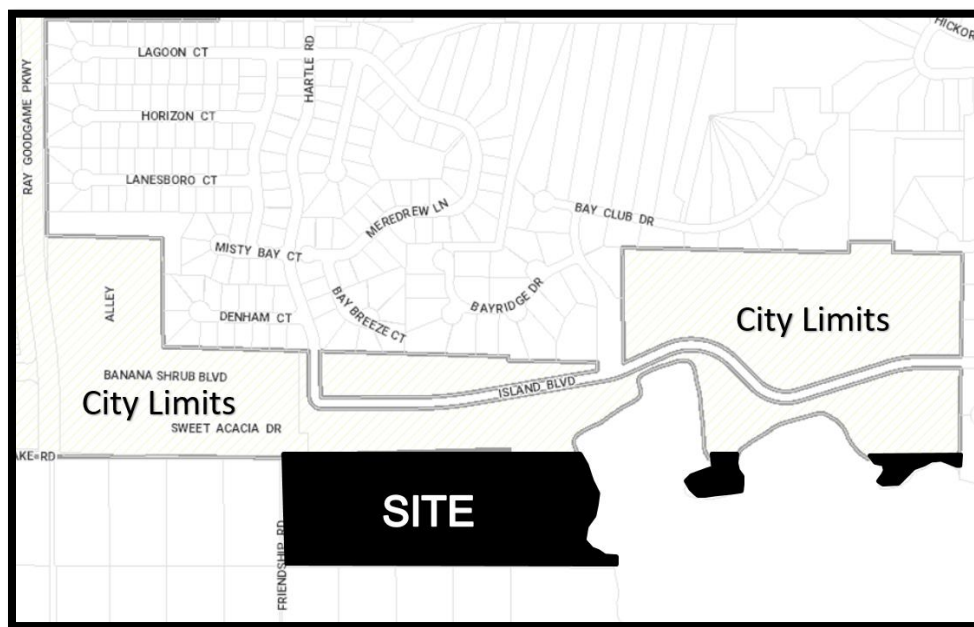
ALSO: BEGIN AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 35, TOWNSHIP 22 SOUTH, RANGE 26 EAST, RUN THENCE WEST ALONG THE MID-SECTION LINE 1304.75 FEET, THENCE NORTH 8.3 FEET, THENCE EAST TO A POINT 50.25 FEET NORTH OF THE POINT OF BEGINNING, THENCE SOUTH TO THE POINT OF BEGINNING.

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

CITY OF CLERMONT  
ORDINANCE NO. 2023-030

**LOCATION**

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



**FUTURE LAND USE MAP CHANGE**

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

**SECTION 2: CONFLICT**

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

**SECTION 3: SEVERABILITY**

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



*CITY OF CLERMONT*  
**ORDINANCE NO. 2023-030**

**SECTION 4: ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR**

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

**SECTION 5: PUBLICATION AND EFFECTIVE DATE**

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



*CITY OF CLERMONT*  
**ORDINANCE NO. 2023-030**

**PASSED AND ADOPTED** by the City Council of the City of Clermont, Lake County, Florida, this 13th day of February, 2024.

CITY OF CLERMONT

---

Tim Murry, Mayor

ATTEST:

---

Tracy Ackroyd Howe, MMC  
City Clerk

Approved as to form and legality:

---

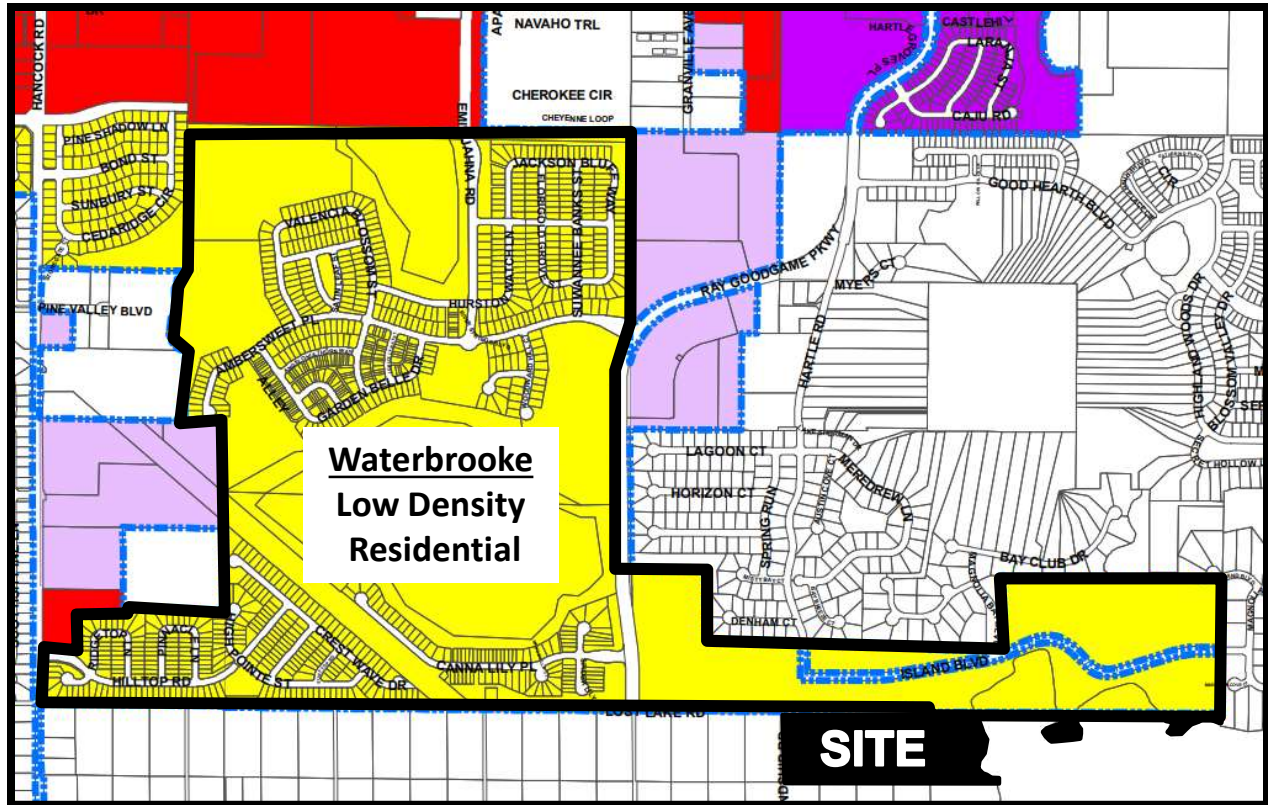
Daniel F. Mantzaris, City Attorney

## Exhibit - Location Map – Waterbrooke Phase 7





## Exhibit – Future Land Use Map – Waterbrooke Phase 7



**Before**  
2023 - 30

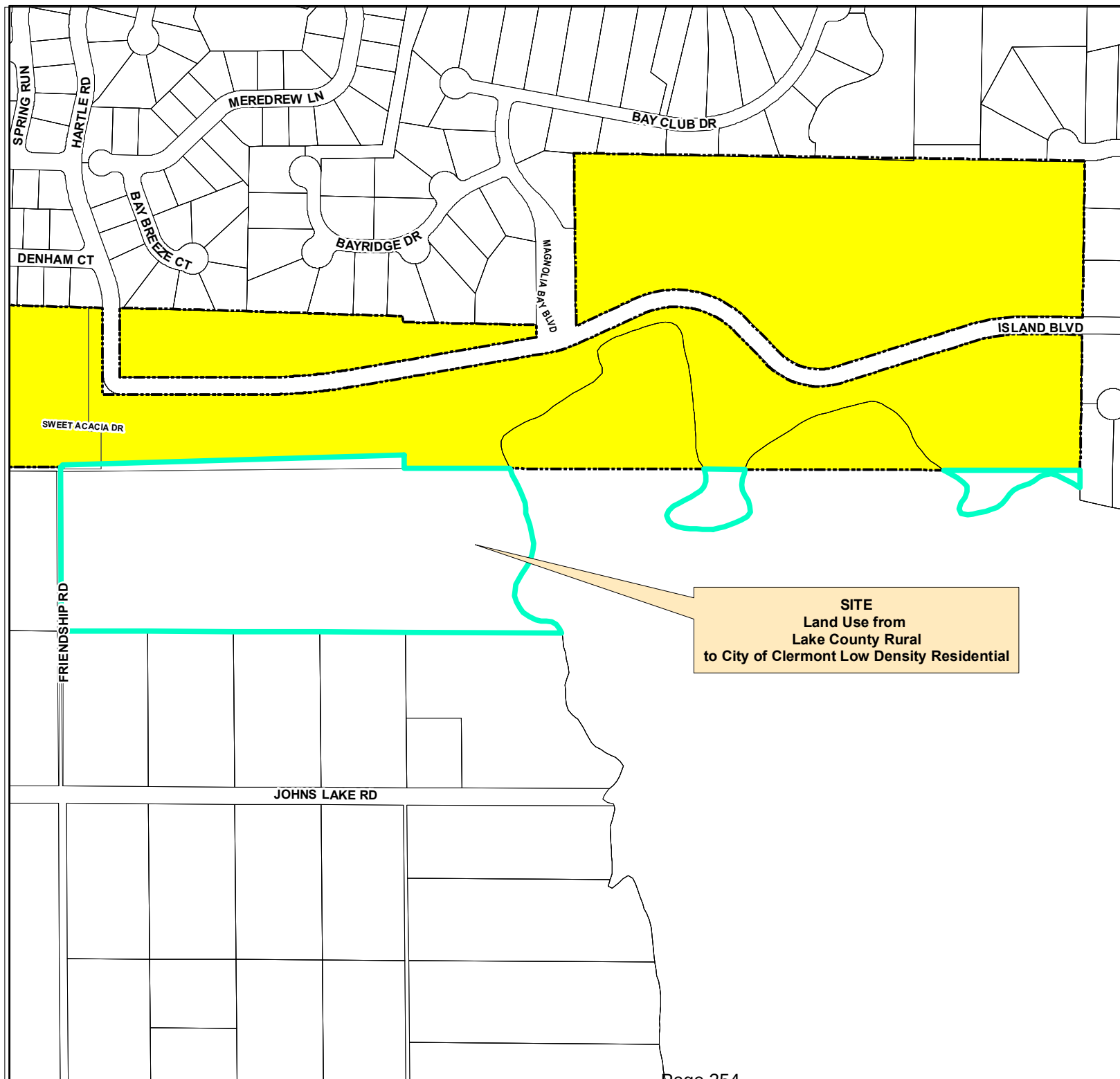
**Legend**

 City Limits

**Clermont FLU**

**Land Use**

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





**After**  
2023 - 30

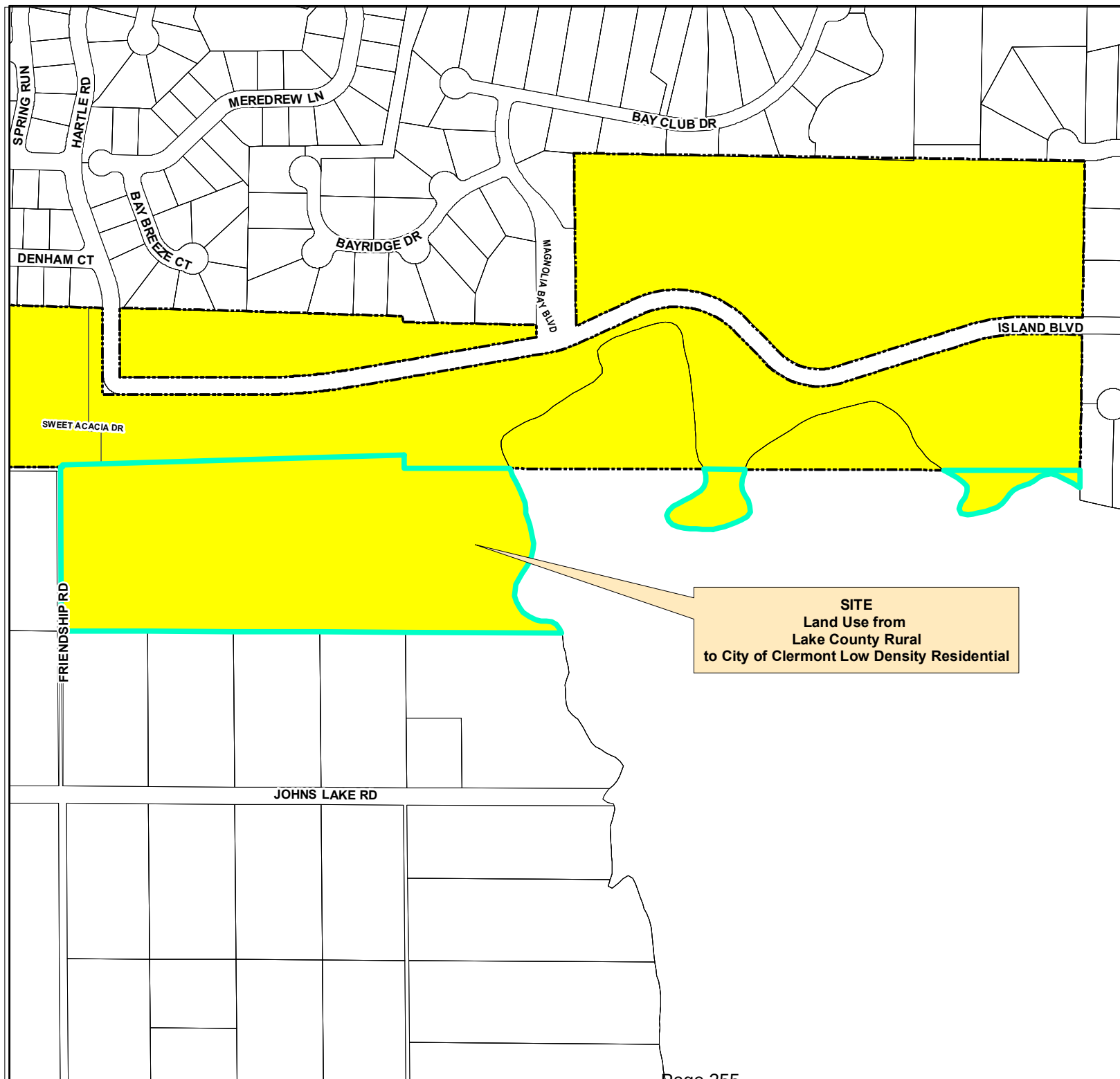
**Legend**

 City Limits

**Clermont FLU**

**Land Use**

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





## CITY OF CLERMONT REZONING FILING INSTRUCTIONS

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

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

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

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



CITY OF CLERMONT  
**REZONING**  
**APPLICATION**

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



## CITY OF CLERMONT REZONING APPLICATION

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

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

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

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

Jonathan D. Droor, PE, Asst. VP

Applicant Name (print)

x

Applicant Name (signature)

Sadique Jaffer, Managing Member

Owner Name (print)

x

Owner Name (signature)

### City of Clermont

Development Services Department

685 W. Montrose St.

P.O. Box 120219

Clermont, FL 34712-0219

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

5/22/2020



**CITY OF CLERMONT**  
***COMPREHENSIVE PLAN AMENDMENT***  
Application Instructions

**APPLICATION FEE:**

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

**APPLICATION PROCESS:**

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

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

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

**AMENDMENT TIME FRAME:**

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



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

**Application Information Required**

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

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

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



**CITY OF CLERMONT**  
**COMPREHENSIVE PLAN AMENDMENT**  
**Application**

DATE: \_\_\_\_\_

FEE: \_\_\_\_\_

**Project Name** (if applicable): Waterbrooke Phase 7

**Applicant:** Mattamy Orlando, LLC

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

**Address:** 2450 Maitland Center Parkway, Suite 300

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

**Phone:** 407-215-6264 **Fax:** \_\_\_\_\_

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

**OWNER:** Friendship Capital Group, LLC

**Address:** 103 Commerce Street, Suite 160

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

**Phone:** 321-624-3126 **Fax:** \_\_\_\_\_

**E-Mail:** sidjaffer@yahoo.com

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

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

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

**Flood hazard area** (yes) ☒ and approx. acreage 3.5 ac. (no) ☐

**Existing (Actual) Land Use:** Vacant Undeveloped

**Existing Zoning:** A (County)

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

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

**Type of development proposed:** Single Family Residential





1.9 dwelling units/gross acre across

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

**Proposed Zoning District:** PUD

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

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

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

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

**\*\*\*\*\* NOTICE \*\*\*\*\***

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

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



**APPLICANT'S AFFIDAVIT**

STATE OF FLORIDA  
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

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

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

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

Jonathan D. Droor, PE, Assistant Vice President

Affiant - Applicant Name (print)

X

Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 15<sup>th</sup> day of DECEMBER, 2022.



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

My Commission Expires: 02/26/2023



**OWNER'S AFFIDAVIT**

STATE OF FLORIDA  
COUNTY OF LAKE:

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

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

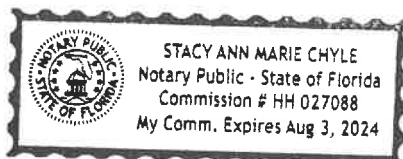
1. That he (she) is the fee-simple owner of the property legally described on the attachment of this application.
2. That he (she) desires a Future Land Use Amendment from  
Rural (County) to Low Density Residential (City) for the  
property legally described on the attachment of this application.
3.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

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

X [Signature]  
Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

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



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

My Commission Expires: 8/3/24



## CHECK LIST & FILING INSTRUCTIONS

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

1. ☒ Application & Petition by the landowners for Annexation (pages 3 and 4).
2. ☒ General application form (page 5).
3. ☒ Authorization for agent/owner representation (page 6)
4. ☒ LEGAL DESCRIPTION: Email legal description typed in Word (not all capitalized) to [planning@clermontfl.org](mailto: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 1<sup>st</sup> day of the Month. Complete applications will then be scheduled for Public Hearing on the 4<sup>th</sup> Tuesday of the following month for the City Council meeting. All applications must be complete, to include applicable site plans and/or other pertinent descriptive materials in order to be processed. A pre-application meeting may be required prior to submission of an application. Dependent upon the scope and/or magnitude of a particular project, scheduling of one or more City Council Workshop(s) may also be necessary and additional time may be required prior to being scheduled for public hearing.
3. Upon receipt of a complete application, the Development Services Department shall proceed with the request for a public hearing in accordance with the following:
  - A: The owners of all property lying within one hundred fifty (150) feet of the property requested to be annexed shall be notified by mail.
  - B. A legal advertisement of the request shall be advertised in a local newspaper prior to the meeting date.
4. Failure to provide an accurate and complete application will result in automatic rejection and return of the application and delay of the hearing date.



## APPLICATION & PETITION

DATE: \_\_\_\_\_

FEE: \$155.<sup>00</sup>  
+ cost of advertising

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

PROJECT NAME (if applicable): Waterbrooke Phase 7

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

Address: 2450 Maitland Center Parkway, Suite 300

City: Maitland State: FL Zip: 32751

Phone: 407-215-6264 Fax: \_\_\_\_\_

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

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

Address: 103 Commerce Street, Suite 160

City: Lake Mary State: FL Zip: 32746

Phone: 407-548-6201 Fax: \_\_\_\_\_

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

Address: 2450 Maitland Center Parkway, Suite 300

City: Maitland State: FL Zip: 32751

Phone: 407-215-6264 Fax: \_\_\_\_\_

E-Mail: Jon.Droor@mattamycorp.com

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

Alt Key #1412021

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

The property is PRESENTLY used for: Vacant Undeveloped

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



Existing Lake County Land Use\* : Rural

Existing Lake County Zoning\* : A

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

State the reason or basis for this request: \_\_\_\_\_

Planned Residential Development / Expansion of Waterbrooke PUD

\_\_\_\_\_

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

Section 35, Township 22, Range 26

See attached boundary survey with legal description.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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



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

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

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

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

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

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

Jonathan D. Droor, PE, Assistant Vice President

Landowner (Petitioner)

12/15/2022

Date

Gillian T. Chung-Miller  
Notary Public

02/26/2023

My Commission Expires







### OWNER / AGENT AFFIDAVIT (ANNEXATION)

Date: \_\_\_\_\_

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

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

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

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

X \_\_\_\_\_ X \_\_\_\_\_  
Owner (signature) Agent's (signature)

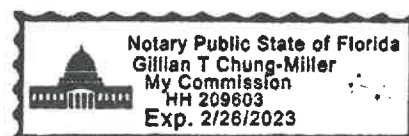
Sworn to and subscribed before  
me this 9 day of December,  
2022.

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

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

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

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



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

**ORDINANCE NO. 2023-030**

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

**ORDINANCE 2023-030**

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



***Location:***

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

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

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

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

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

Tracy Ackroyd Howe, MMC  
City Clerk



# CITY OF CLERMONT

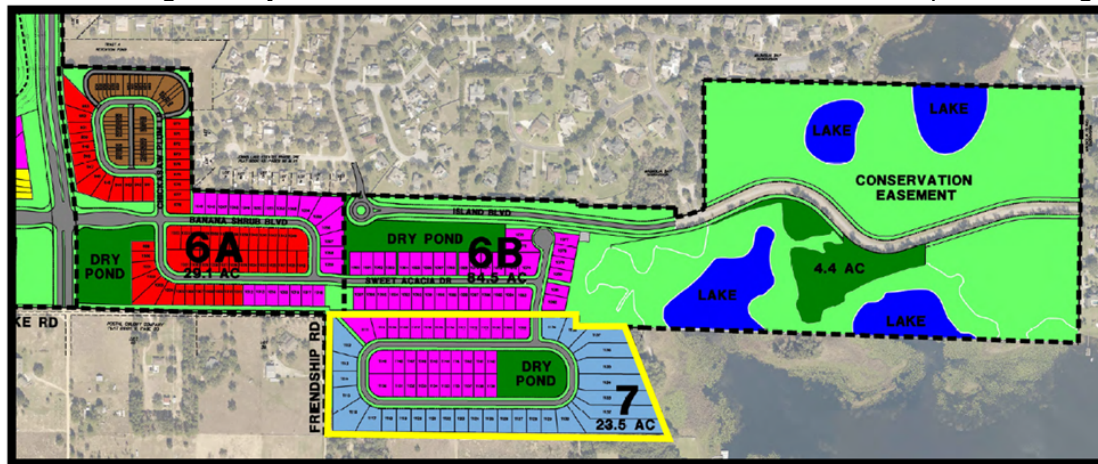
## AGENDA ITEM

Page 1 of 2

|                                                                            |  |
|----------------------------------------------------------------------------|--|
| <b>Meeting Date</b>                                                        |  |
| Tuesday, February 13, 2024                                                 |  |
| <b>Agenda Item Name</b>                                                    |  |
| Ordinance No. 2023-031 <i>Final</i><br><i>Waterbrooke Phase 7 Rezoning</i> |  |
| <b>Requested Action</b>                                                    |  |
| Recommend approval of Ordinance 2023-031                                   |  |
| <b>Staff Report</b>                                                        |  |

*This item was tabled at the November 28, 2023 and January 9, 2024 City Council meetings.*

The applicant, Mattamy Orlando LLC, is requesting to add 23.95 +/- acres to the existing residential subdivision, Waterbrooke, through a Planned Unit Development (PUD) Amendment. The property is located at the southeast corner of the approved subdivision, adjacent to Phase 6B. The property is currently in Lake County with a future land use of Rural and Agriculture zoning. The applicant is requesting annexation, small scale comprehensive plan amendment and a rezoning to allow 62 additional single family homes within this parcel. The internal lots will be a minimum of 60 feet in width and 75 feet on the perimeter. The Waterbrooke subdivision was annexed by the City in 2016. The project was approved by Lake County in 2006 for a residential development consisting of 894 age-restricted single family homes. The PUD has been amended several times prior to being annexed.



With the additional acreage added to the Waterbrooke subdivision, the applicant is requesting an increase from 1100 units to 1165 units on a total of 592.7 acres, which equates to 1.97 units per acre overall. The only permitted site access will be from within the existing Phase 6, which connects to Ray Goodgame Parkway. There will be no access from Island Boulevard or any other access point. All the conditions in the existing PUD ordinance have conveyed with the exception of a change in an increase of the total number of units, an updated location map to show the additional acreage within the overall project and an updated master site plan. The applicant originally requested townhomes and higher density in this phase, but staff was unable to support the request since it was not consistent with the approved development in Phase 6.

Staff has reviewed the applicant's request for a rezoning from Urban Estate (default zoning upon annexation) to be included in the Waterbrooke PUD. Staff has reviewed the project according to Section 125-486, Review Criteria for a PUD. The proposed parcel is adjacent to public utilities and the access point is within the existing subdivision. The property is adjacent to the City limits, and the City is able to provide services in this area. The density is similar to what is existing within Phase 6 and larger lots (75 feet wide) are on the perimeter of this phase. Staff

recommends approval of Ordinance 2023-031. *Planning and Zoning Commission recommended approval, 4-3 with the following condition: maintain the current landscape within the 25 foot enhanced buffer on the southern and western boundaries of Phase 7 where feasibly possible, engineering wise.*

#### Additional Analysis

#### Fiscal Impact Summary

None.

#### Fiscal Impact

#### Fund Number and Description

#### Available Budget Amount

#### Exhibits Attached (copies of original agreements)

- |    |                                                       |                                                           |
|----|-------------------------------------------------------|-----------------------------------------------------------|
| 1. | Ord 2023-031 Waterbrooke Ph 7 PUD (1.18.2024) - FINAL | Ord 2023-031 Waterbrooke Ph 7 PUD (1.18.2024) - FINAL.pdf |
| 2. | Waterbrooke Ph 7 Maps                                 | Waterbrooke Ph 7 Maps.pdf                                 |
| 3. | Master Site Aerial with all the lots                  | Master Site Aerial with all the lots.pdf                  |
| 4. | 4 - Waterbrooke Concept 16                            | 4 - Waterbrooke Concept 16.pdf                            |
| 5. | 1 - Bound Applications                                | 1 - Bound Applications.pdf                                |
| 6. | Ad_REZ Waterbrooke Ph 7 - Legal Ad RZ                 | Ad_REZ Waterbrooke Ph 7 - Legal Ad RZ.pdf                 |



*CITY OF CLERMONT*  
**ORDINANCE NO. 2023-031**

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

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

**SECTION 1:**

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

**LEGAL DESCRIPTION**

NOLA LAND COMPANY PARCEL:

PARCEL 1:

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

AND

PARCEL 2:

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

AND

PARCEL 3:

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

AND

PARCEL 4:

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

AND

PARCEL 5:

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

AND



*CITY OF CLERMONT*  
**ORDINANCE NO. 2023-031**

**PARCEL 6:**

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

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

AND

**PARCEL 7:**

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

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

**EASEMENT PARCEL A:**

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

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

**LESS AND EXCEPT FROM PARCELS 1 THROUGH 7 ABOVE:**

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

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





*CITY OF CLERMONT*  
**ORDINANCE NO. 2023-031**

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

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

COMMENCING AT THE NORTHWEST CORNER OF SECTION 35, TOWNSHIP 22 SOUTH, RANGE 26 EAST, RUN S00°30'48"E ALONG WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 35, FOR A DISTANCE OF 1856.75 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 35; THENCE LEAVING SAID WEST LINE RUN S88°23'30"E ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 35, FOR A DISTANCE OF 1531.02 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTH LINE RUN S00°00'09"E FOR A DISTANCE OF 298.67 FEET TO A POINT DESIGNATED AS POINT A; THENCE RUN S89°59'51"W FOR A DISTANCE OF 58.00 FEET TO A POINT OF TERMINATION A OF THIS CENTERLINE; BEGIN AGAIN AT AFORESAID POINT A; THENCE RUN N89°59'51"E FOR A DISTANCE OF 573.66 FEET TO A POINT ON A TANGENT CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 2000.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 345.29 FEET, THROUGH A CENTRAL ANGLE OF 09°53'30" TO THE END OF SAID CURVE; THENCE RUN N80°06'21"E FOR A DISTANCE OF 753.88 FEET TO A POINT ON A TANGENT CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 500.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 129.64 FEET, THROUGH A CENTRAL ANGLE OF 14°51'22" TO THE END OF SAID CURVE; THENCE RUN N65°14'59"E FOR A DISTANCE OF 252.91 FEET TO A POINT ON A TANGENT CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 350.00 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 431.07 FEET, THROUGH A CENTRAL CURVE (SIC) OF 70°34'02" TO THE END OF SAID CURVE; THENCE RUN S44°11'00"E FOR A DISTANCE OF 169.91 FEET TO A POINT ON A TANGENT CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 250.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 276.31 FEET, THROUGH A CENTRAL ANGLE OF 63°19'35" TO THE END OF SAID CURVE; THENCE RUN N72°29'25"E FOR A DISTANCE OF 514.79 FEET TO A POINT ON A TANGENT CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 750.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 240.51





*CITY OF CLERMONT*  
**ORDINANCE NO. 2023-031**

FEET THROUGH A CENTRAL ANGLE OF 18°22'24" TO THE END OF SAID CURVE; THENCE RUN S89°08'11"E FOR A DISTANCE OF 203.12 FEET TO THE EAST LINE OF GOVERNMENT LOT 1, SAID SECTION 35 AND THE POINT OF TERMINATION B OF THE AFORESAID CENTERLINE.

EXCLUDING THAT PORTION OF JOHNS LAKE SOUTH OF ISLAND BLVD. LYING WATER WARD OF THE SAFE UPLAND LINE (ELEVATION 98.0 NGVD 29).

AND FURTHER LESS AND EXCEPT FROM PARCELS 1 THROUGH 7 ABOVE:

THAT PART OF SECTION 35, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST 1/4 CORNER OF SAID SECTION 35, SAID CORNER MARKED BY A 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION) (CERTIFIED CORNER RECORD NO. 38693); THENCE S88°00'40"E ALONG THE EAST-WEST CENTER OF SECTION LINE OF SAID SECTION 35, A DISTANCE OF 857.52 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID CENTER OF SECTION LINE S88°00'40"E, A DISTANCE OF 481.86 FEET TO A POINT ON THE EAST LINE OF THE PLATTED PORTION OF POSTAL COLONY COMPANY, AS RECORDED IN PLAT BOOK 9, PAGE 65, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID POINT LYING N88°00'40"W, A DISTANCE OF 3891.93 FEET FROM THE EAST 1/4 CORNER OF SAID SECTION 35, SAID EAST 1/4 CORNER BEING MARKED BY A 3" DIAMETER IRON PIPE (NO IDENTIFICATION) (CERTIFIED CORNER RECORD NO. 38386); THENCE DEPARTING SAID CENTER OF SECTION LINE, RUN N00°07'48"W ALONG SAID EAST LINE, A DISTANCE OF 12.98 FEET TO THE NORTHEAST CORNER OF SAID PLATTED PORTION OF POSTAL COLONY COMPANY; THENCE DEPARTING SAID EAST LINE, RUN N89°33'17"W ALONG THE NORTH LINE OF SAID POSTAL COLONY COMPANY, A DISTANCE OF 481.55 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

LADD DEVELOPMENT PARCEL:

PARCEL 1:

LOT 2, MANLOW PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 50, PAGES 86 AND 87, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 2:

THE SOUTH 1/2 OF TRACT C, MANLOW PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 50, PAGES 86 AND 87, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 3:

THAT PORTION OF THE SOUTH 1575.00 FEET OF THE WEST 1660.00 FEET OF THE NORTH 1/2 OF SECTION 34, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LESS THE NORTH 726.00 FEET OF THE EAST 900.00 FEET THEREOF, LYING EAST OF LOT 2 AND TRACT C, MANLOW PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 50, PAGES 86 AND 87, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND THAT IS LYING SOUTH OF EASTERLY EXTENSION OF THE CENTERLINE OF TRACT C, MANLOW PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 50, PAGES 86 AND 87, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

LESS ROAD RIGHT-OF-WAY FOR LOST LAKE ROAD.

TOGETHER WITH:

CLERMONT STORAGE MATTAMY PURCHASE PARCEL:

THAT PART OF SECTION 34, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY,



*CITY OF CLERMONT*  
**ORDINANCE NO. 2023-031**

FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

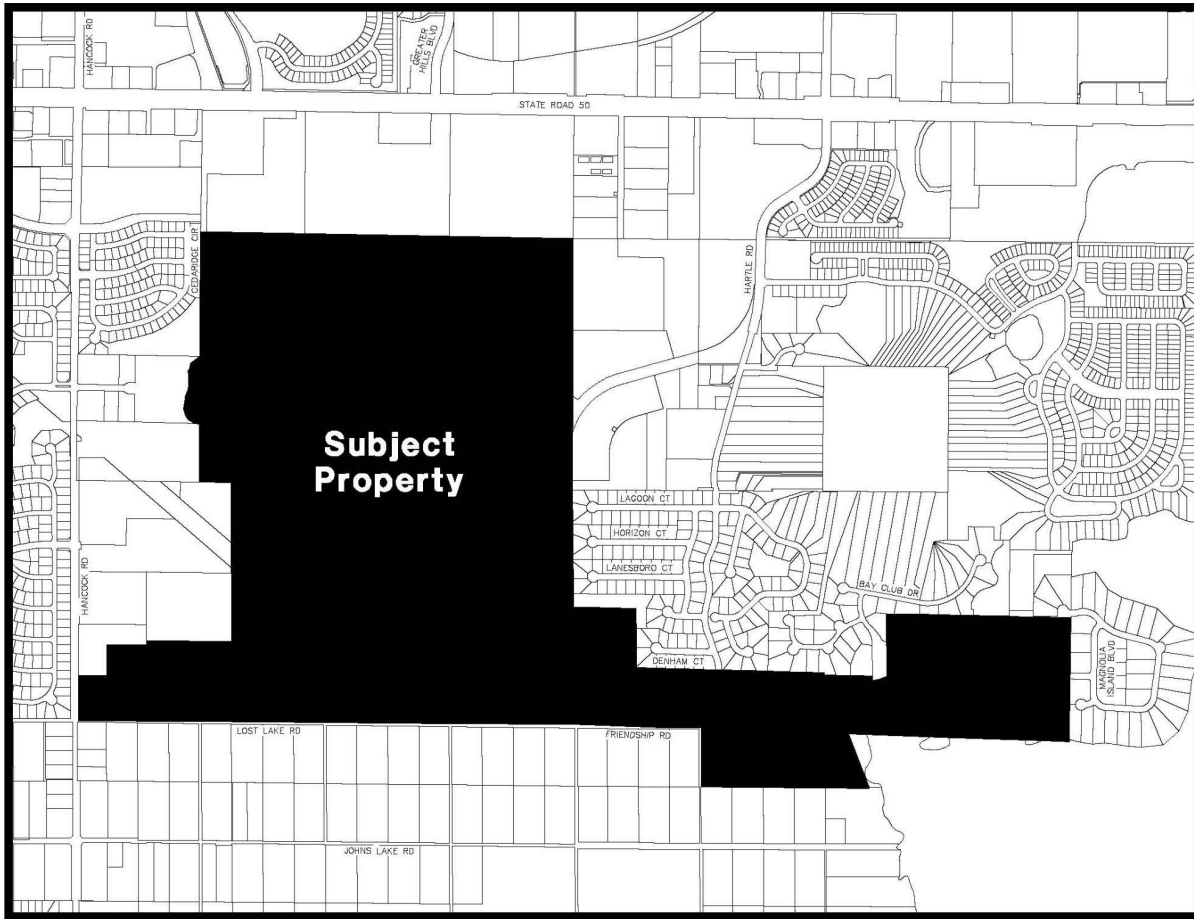
COMMENCE AT THE WEST 1/4 CORNER OF SECTION 34, TOWNSHIP 22 SOUTH, RANGE 26 EAST, THENCE RUN N00°05'36"W ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 34, A DISTANCE OF 475.28 FEET TO THE INTERSECTION OF THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 34 AND THE WESTERLY EXTENSION OF THE CENTERLINE OF TRACT C, MANLOW PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 50, PAGES 86 AND 87, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA (VACATED IN OFFICIAL RECORDS BOOK 4749, PAGE 1398, OF SAID PUBLIC RECORDS); THENCE DEPARTING SAID WEST LINE RUN N89°54'28"E ALONG SAID CENTERLINE OF TRACT C AND THE EASTERLY EXTENSION THEREOF, 340.00 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID CENTERLINE OF TRACT C AND THE EASTERLY EXTENSION RUN N00°05'36"W, 328.50 FEET; THENCE RUN S89°33'02"E, 419.99 FEET TO THE SOUTHERLY EXTENSION OF THE EASTERLY LINE OF TRACT A OF AFOREMENTIONED MANLOW PARK PLAT; THENCE RUN N00°05'36"W ALONG SAID SOUTHERLY EXTENSION AND SAID EASTERLY LINE, 42.11 FEET TO THE SOUTHWEST CORNER OF THE NORTH 726.00 FEET OF THE EAST 900.00 FEET OF THE WEST 1660.00 FEET OF THE SOUTH 1575.00 FEET OF THE NORTH 1/2 OF SAID SECTION 34; THENCE RUN S89°33'20"E ALONG THE SOUTH LINE OF SAID NORTH 726.00 FEET OF THE EAST 900.00 FEET OF THE WEST 1660.00 FEET OF THE SOUTH 1575.00 FEET OF THE NORTH 1/2 OF SAID SECTION 34, A DISTANCE OF 900.07 FEET TO SOUTHEAST CORNER OF THE NORTH 726.00 FEET OF THE EAST 900.00 FEET OF THE WEST 1660.00 FEET OF THE SOUTH 1575.00 FEET OF THE NORTH 1/2 OF SAID SECTION 34; THENCE RUN S00°05'36"E ALONG THE EAST LINE OF THE WEST 1660.00 FEET OF THE NORTH 1/2 OF SAID SECTION 34, A DISTANCE OF 358.20 FEET TO THE INTERSECTION OF THE EASTERLY EXTENSION OF AFOREMENTIONED CENTERLINE OF TRACT C AND THE EAST LINE OF THE WEST 1660.00 FEET OF SAID SECTION 34; THENCE DEPARTING SAID EAST LINE RUN S89°54'28"W ALONG SAID EASTERLY EXTENSION, 1320.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH PHASE 7:

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

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

CONTAINING 592.7 ACRES MORE OR LESS, TO THE SAFE UPLAND LINE AND BEING SUBJECT TO ANY EASEMENTS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.



South of SR 50, West of the Hartle Road, East of Hancock Road,  
and North and South of Island Blvd, WaterBrooke (Jahna) PUD  
(Alternate Keys 1095972, 3882911, 1095964, 2717874,  
2899191, 3823388, 3840014, 3840012, and 1412021)

**FROM: UE Urban Estate**  
**TO: Planned Unit Development**

## **SECTION 2: LAND USES**

### **1. Residential**

- a. A total of 1165 residential dwelling units, composed of single-family dwelling units, duplexes, and multifamily dwelling units (townhouses).
- b. Phasing of Development: The project may be developed in one or more phases.
- c. Development Standards: Development standards for the development of the residential dwelling units, shall be based on the size of the lot, as indicated in the table below:



*CITY OF CLERMONT*  
**ORDINANCE NO. 2023-031**

| Design item                                  | Multifamily Dwelling Units (townhouses) |                   | Single Family Detached |                   |                                         | Single Family Attached Duplexes |
|----------------------------------------------|-----------------------------------------|-------------------|------------------------|-------------------|-----------------------------------------|---------------------------------|
|                                              | Rear Load (feet)                        | Front Load (feet) | Rear Load (feet)       | Front Load (feet) | Front Load (feet) (80 feet and Greater) | Front Load and Rear Load        |
| Minimum Lot Area                             | 1,600                                   | 1,800             | 2,400                  | 4,400             | 9,600                                   | 2,400                           |
| Minimum Living Area                          | 1,000                                   | 1,000             | 1,400                  | 1,500             | 1,500                                   | 1,200                           |
| Minimum Lot Width                            | 20                                      | 20                | 30                     | 40                | 80                                      | 24                              |
| Minimum Lot Depth                            | 80                                      | 90                | 80                     | 110               | 120                                     | 100                             |
| Minimum Front Building Setback               | 15                                      | 15                | 15                     | 15                | 15                                      | 15                              |
| Minimum Front Porch Setback                  | 10                                      | 10                | 10                     | 10                | 10                                      | 10                              |
| Minimum Front Garage Setback                 | -                                       | 20                | -                      | 20                | 20                                      | 20                              |
| Minimum Rear Garage Setback                  | 20                                      | -                 | 20                     | -                 | -                                       | 20                              |
| Minimum Side Yard Setback <sup>1</sup>       | 5                                       | 5                 | 5                      | 5                 | 5                                       | 5                               |
| <b>Phase 7 - Minimum Side Yard Setback</b>   | NA                                      | NA                | NA                     | 7.5               | 7.5                                     | NA                              |
| Setback From Side Street                     | 15                                      | 15                | 15                     | 15                | 15                                      | 15                              |
| Minimum Rear Yard Setback                    | 20                                      | 20                | 20                     | 20                | 20                                      | 20                              |
| Minimum Building Separation                  | 10                                      | 10                | 10                     | 10                | 10                                      | 10                              |
| <b>Phase 7 – Minimum Building Separation</b> | NA                                      | NA                | NA                     | 15                | 15                                      | NA                              |

*CITY OF CLERMONT*  
**ORDINANCE NO. 2023-031**

|                                                                                             |                |                |      |      |      |                |
|---------------------------------------------------------------------------------------------|----------------|----------------|------|------|------|----------------|
| Minimum Rear Yard Setback for Pools, Patios, Decks or Ancillary Structures                  | 5              | 5              | 5    | 5    | 5    | 5              |
| Maximum Impervious Surface Ratio (JSR)<br>*** (See Note) <sup>2</sup>                       | 0.85           | 0.85           | 0.75 | 0.75 | 0.75 | 0.85           |
| Maximum Building Height                                                                     | 40             | 40             | 40   | 40   | 40   | 40             |
| Setback from Ordinary High Water Line, Mean High Water Line, or Jurisdictional Wetland Line | 50             | 50             | 50   | 50   | 50   | 50             |
| Minimum Front Yard Utility Easement                                                         | 10             | 10             | 10   | 10   | 10   | 10             |
| Minimum Side and Rear Yard Drainage and Utility Easement                                    | 5 <sup>1</sup> | 5 <sup>1</sup> | 5    | 5    | 5    | 5 <sup>1</sup> |
| Phase 7 – Minimum Side Yard Drainage and Utility Easement                                   | NA             | NA             | NA   | 7.5  | 7.5  | NA             |

<sup>1</sup>Does not apply to interior side yards of attached townhomes and/or duplexes.

<sup>2</sup>The maximum allowable ISR for the overall PUD development shall be 0.60 individual lot ISR may exceed 0.60 as shown in the table above as long as overall maximum is not exceeded.

### **SECTION 3: OPEN SPACE**

Open Space: A minimum of 25% of the net buildable area of the Planned Unit Development shall be provided as open space in accordance with the Comprehensive Plan and Land Development Code (LDC), as amended. A waiver to Section 122-316(b)(4) of the Land Development Code has been granted to allow individual phases of the Planned Unit Development to exceed the overall density of the Planned Unit Development and to allow individual phases of the Planned Unit Development to be developed without providing common open space in proportion to that contained within the entire Planned Unit Development.

### **SECTION 4: LANDSCAPING, BUFFERING, AND SCREENING**

1. A 40-foot wide natural buffer with a six-foot high wall shall be provided along a portion of the northern boundary of Tract N-7 from the entrance to Magnolia Bay subdivision, west to the existing Hartle Road.
2. A 50-foot landscaped buffer shall be provided along the boundary common with the Hills of Clermont subdivision.
3. No landscaping buffer is required along the perimeter of the Planned Unit Development adjacent to wetlands, open water and conservation areas.

4. A waiver to Section 118-71(1) of the Land Development Code is granted in order to allow street trees within the right-of-way along the frontage of a residential lot to count toward the minimum number of required trees on the lot and to allow such trees to be less than six feet from curbs and sidewalks as long as a minimum of five feet of clearance is provided between the tree and any public potable water, wastewater or reclaimed water main.
5. All other landscaping, buffering, and screening requirements shall be in accordance with the Land Development Code, as amended. Existing trees may be used to meet the landscape buffer requirements in accordance with the Land Development Code, as amended.

#### **SECTION 5: ENVIRONMENTAL**

1. An environmental assessment addressing habitat and species shall be submitted to the City during the construction plans approval stage of each phase of the project. Applicable permits for any gopher tortoises and associated burrow commensal species or other threatened or endangered species found on the property must be received from the appropriate regulatory agencies prior to the initiation of development activity.
2. Wetlands onsite have been placed in a conservation easement. Areas placed in a perpetual conservation easement are shown in the Corrective Conservation Easement, which has been recorded in Lake County Official Records Book 4531, Pages 2401-2408. There are two existing borrow pits on the property that exist as a result of the former mining operation. The two borrow pits shall be utilized for stormwater management and are not required to meet any additional surface water and/or wetland requirements, including, but not limited to setbacks and buffers.
3. Site Grading/Mine Reclamation Master Site Grading and Mine Reclamation for the project has been completed in accordance with the Mass Grading Plan dated December 14, 2005, submitted to and approved by the Lake County Water Resources Management Division. The site grading was completed pursuant to Florida Department of Environmental Protection (FDEP) Permit No 0139060-002, issued on January 18, 2011. All grading in accordance with Mass Grading Plan has been completed and has been accepted in lieu of reclamation of the mining site. Mass Grading Plan was approved on August 6, 2014. Approval of Ordinance 2014-80, therefore revoked and released the property from the September 28, 1990, vesting of the Jahna Clermont East Mine (Tracking #90/10/5), which was to be reclaimed through the proposed mass grading, Ordinance 2006-30 (Tracking #110-05-PUD). All further grading for the project must be in accordance with City standards.

#### **SECTION 6: ENVIRONMENTAL SERVICES**

1. The developer shall connect to the existing City system at connection point or points approved by the City.
2. The route of any off-site lines shall be according to engineering plans produced by the developer and approved by the City.



*CITY OF CLERMONT*  
**ORDINANCE NO. 2023-031**

3. Any proposed City-maintained utilities that are not located within a City-maintained right-of-way shall be placed in a utility easement dedicated to the City. Easements shall be provided at no expense to the City. Utilities are allowed to be placed within the County build out right-of-way along Hartle Road.
4. The developer shall be responsible for all costs of on-site and off-site improvements, including, but not limited to design, material, permitting and installation of sufficient size lines, lift stations and other appurtenances necessary to allow the City to serve the property.
5. Any existing utilities must stay in service throughout construction. If the construction requires that the utilities be relocated or altered, the developer shall prepare plans, permit the project and construct the modification at the developer's expense.
6. No building permits shall be issued until water and sewer are provided to the site or until a bond or letter of credit, acceptable to the City, is in place to guarantee completion of off-site improvements. No Certificate of Occupancy shall be issued until water and sewer extensions have been completed and accepted by the City.
7. In the event the City chooses to oversize the lines or appurtenances, the City shall provide to the developer specifications regarding sizes to be included in the final improvement plans.
8. The City shall be responsible for the difference in cost of materials to oversize the line if the City chooses to oversize based on plans and cost estimates provided by the developer to the City and approved in advance by the City.
9. The developer shall provide to the City a cost estimate for materials for the minimum size lines and appurtenances and a cost estimate for materials for the approved oversize. Cost estimates shall be contractors' bid as certified by developer's project engineer. The City shall review and either approve or reject the costs.
10. The developer and City shall agree on the cost difference, which will be the responsibility of the City, prior to commencement of construction.
11. Reimbursement for the difference in costs as determined in Section 8 and 9 from the City shall be in the form of Impact Fee Credits.
12. The Impact Fee Credits shall be established subject to Sections 8 and 9 and at the time of issuance of each building permit by applying the then current impact fee, which shall be deducted from the Impact Fee Credit balance until credit is used.
13. Impact Fee Credits may not be transferred outside of the property, but may be assignable to any heirs, assigns or successors in interest or title to part or all of said property.
14. The developer shall be responsible for all applicable fees, including, but not limited to impact fees, connection fees and permitting fees.
15. The City may require a looped system to provide reliability and redundancy to the property.





*CITY OF CLERMONT*  
**ORDINANCE NO. 2023-031**

16. Central water and sewer connection shall be provided in accordance with the comprehensive plan and Land Development Code, as amended.
17. The project shall be plumbed for reuse water with purple piping to irrigate single family lots. Irrigation of common areas shall be from a well.
18. A master lift station shall be designed and constructed on a 50-foot-by-50-foot lot dedicated to the City. Lift station shall be designed to allow for the connection of the existing force main on Hartle Road. A 20-inch force main shall be constructed from the master lift station to the existing 30-inch force main located on CW Harrell Road.
19. A minimum eight-inch potable water main (east-west main) shall be constructed from the western project boundary to Hartle Road at such location that allows for the future extension of Hartle Road and a minimum eight-inch potable water main (north-south main) shall be constructed from State Road 50 to the proposed east-west main.
20. A 12-inch potable water main shall be constructed from the proposed terminus of a 12-inch potable water main on Hartle Road, which is to be constructed in conjunction with Lake County Fire Station #90/Clermont Fire Station #104, south to the existing potable water main on Lost Lake Road.
21. A 16-inch reuse main shall be constructed from the eastern property line along the build out Hartle Road right-of-way to the existing 30-inch reuse main located on CW Harrell Road.
22. All utilities shall be designed and installed as per the City's specifications and approved by City staff.
23. Drainage/Stormwater Management: The developer shall submit drainage calculations and a stormwater management plan when filing for final engineering approval. The Homeowners Association (HOA) shall be responsible for maintenance of all stormwater ponds and drainage systems for private streets.
24. Easements shall be provided on any existing and proposed utilities that the City will own and maintain at no expense to the City.
25. Fiber optic conduit and pull boxes may be required to be installed by the developer in the easements to extend the City's fiber optic network.
26. The developer reserves its rights, pursuant to Section 2-267 - Credits, of the City Code, to enter into an impact fee agreement with the City which shall provide for the establishment of credits and payment of impact fees in a specified manner and time. The terms and conditions of an impact fee agreement between the developer and the City may replace or supersede the conditions contained in the Planned Unit Development approved for development.

**SECTION 7: TRANSPORTATION IMPROVEMENTS/ACCESS MANAGEMENT**

1. The development shall comply with all applicable City, County and Florida Department of Transportation access management requirements. Prior to the issuance of the first Certificate of Occupancy, a secondary entrance shall be constructed off Hartle Road for the residents of the development.
2. The developer shall dedicate on the final plat a 120-foot right-of-way for Hartle Road, necessary to accommodate permanent construction plus additional slope easements (not to exceed 100 feet in total width), in accordance with the preferred route outlined within Lake County's PD&E study for the realignment of Hartle Road. The slope easement shall be identified at preliminary plat and shown on the final plat. The developer shall coordinate with the County and City on alignment and grading of Hartle Road. The slope easement width will be adjusted with design plans approved by Lake County and the City.

In the alternative, the land within the slope easement area may be graded by the developer for future roadway alignment. With County approval of the grading plan and completion of grading work by the developer, the slope easement requirement may be deemed complete.

A waiver to Section 94-195(b)(3) of the Land Development Code is granted to allow cuts and fills of up to 'twenty (20) feet for the construction of Hartle Road to accommodate required road grades in consideration of the existing topography in the road right-of-way.

3. By virtue of the transportation system needs for the project, the developer shall dedicate on the Final Plat a 100-foot right-of-way for Hooks Street within the project boundary, from the northwest corner, along the north property line, to northeast corner of the project boundary. In addition to this 100-foot right-of-way, additional land necessary to accommodate temporary construction easements, not to exceed 100 feet in width, shall be provided. The slope easement shall be identified at Preliminary Plat and shown on the Final Plat. The developer shall coordinate with the County and City on alignment and grading of Hooks Street. The slope easement width will be adjusted with design plans approved by the County and the City.
4. At the developer's option and approval by Lake County, the developer may construct Hartle Road a distance of approximately 4,365 feet from its proposed terminus, which is to be constructed in conjunction with Lake County Fire Station #90/Clermont Fire Station #104, to approximately 315 feet north of the southern project boundary. If the developer constructs Hartle Road, a developer's agreement between the County and the developer shall be executed for the construction of Hartle Road and for the allocation of transportation impact fee credits associated with the construction.

*CITY OF CLERMONT*  
**ORDINANCE NO. 2023-031**

5. The developer shall accommodate stormwater retention capacity sufficient for Hartle Road and Hooks Street drainage requirements based on stormwater permitting requirements in place at the time of approval of this Planned Unit Development within the limits of drainage basin along the route alignments. The developer intends to utilize on-site ponds as an amenity and desires for the runoff to be treated to remove roadway debris collected. Therefore, the County shall provide pre-treatment of the water for debris, such as a skimmer, at the latest terminus before the runoff water enters the water body. At time of Hartle Road and Hooks Street final design, the County shall coordinate with the developer for final configuration of Hooks Street and Hartle Road roadway stormwater system connection to the on-site drainage system acceptable to both the County and the developer. The County shall bear the cost of the roadway drainage connection to the on-site stormwater system. The Hartle Road and Hooks Street stormwater sewer shall be separate from the Planned Unit Development stormwater system, unless a coordinate system design is provided by the developer. It shall be located within a drainage easement to Lake County having a straight alignment, direct access from County right-of-way and storm pipe not shared with developer's system. The County shall also have an easement over the shared stormwater ponds. The developer shall coordinate with the County on pretreatment design and construction.
6. A public hearing shall be required for the Island Boulevard right-of-way vacation. The developer will be responsible to submit and pay for the vacation petition request. The relocation of Island Boulevard shall not occur until the County has granted approval for the vacation through a public hearing. Approval of the road vacation is not guaranteed. Paved access shall be maintained to the existing developments along the current Island Boulevard. Before Island Boulevard right-of-way is vacated, new right-of-way must be dedicated and new road must be constructed and accepted by the County as a public roadway. The right-of- way vacation may be conditioned upon the new road alignment of Island Boulevard being constructed, open to traffic, and accepted by the County.
7. The developer, at its expense, shall be required to improve Emil Jahna Road from its project entrance north to State Road 50 and shall pay to modify the existing traffic signal, as needed, to accommodate turning movements from Emil Jahna Road onto State Road 50. Emil Jahna Road shall be improved to facilitate safe and efficient traffic flow from the project entrance to and including the intersection at State Road 50.

The improvements will consist of the following:

- a. Reconstructing the roadway to meet current standards,
- b. Turn lane improvements and any associated signal modifications at the intersection of Emil Jahna Road and State Road 50 as determined to be necessary by a transportation analysis to be approved by the applicable governmental agencies, the City, the County and/or Florida Department of Transportation,
- c. The reconfiguration of the westbound left-turn lane on State Road 50 to provide dual turning movements (removing the current striping to open the additional left-turn lane) as warranted by the traffic impact study, and



*CITY OF CLERMONT*  
**ORDINANCE NO. 2023-031**

- d. A waiver to Section 110-194(3) and (4) of the Land Development Code is granted to allow construction of a 10-foot wide concrete sidewalk along only the west side of Emil Jahna Road to serve as a multipurpose path for both pedestrians and cyclists in lieu of in-street bikeways and five-foot wide sidewalks on both sides due to the constrained right-of-way width.
8. Sidewalks/Streets
  - a. Sidewalks to be constructed on both sides of residential and commercial streets.
  - b. Streets shall have F-type curb and street pavement must be a minimum 24 feet wide.
  - c. Right-of-way width for residential streets must be a minimum 60 feet.
  - d. A waiver to Section 110-192(1) of the Land Development Code is granted to allow private streets with gates. Streets within the development will be gated and will be maintained by the developer or Homeowners Association.
  - e. A waiver to Section 110-195(b) of the Land Development Code is granted to allow construction of 20-foot-wide, one-way alleys with 12 feet of pavement as long as 20 feet of unobstructed emergency access is maintained, unless greater distances are warranted by fire code.
9. Roadway Lighting: The developer shall arrange with the power utility provider for installation of street lights along Emil Jahna Road. The cost of installation shall be paid by the developer, and the ongoing rental of lights shall be paid by the developer or WaterBrooke's Homeowner's Association.

**SECTION 8: SCHOOLS**

School concurrency shall be met before final plat approval in accordance with the Comprehensive Plan and Land Development Code.

**SECTION 9: LIGHTING**

Exterior lighting shall be in accordance with the Land Development Code, as amended.

**SECTION 10: FIRE PROTECTION AND EMERGENCY SERVICES ACCESS**

Fire Protection and Emergency Services: Access and fire safety requirements of the development shall be provided in accordance with the Florida Fire Prevention Code and Land Development Code, as amended. A secondary emergency access approved by the City's fire marshal shall be designated and constructed prior to the issuance of the first building permit.

**SECTION 11: CONCURRENCY MANAGEMENT REQUIREMENTS**

Concurrency Management Requirements: Any development shall comply with the Lake County and the City of Clermont Concurrency Management System, as amended.



*CITY OF CLERMONT*  
**ORDINANCE NO. 2023-031**

**SECTION 12: DEVELOPMENT REVIEW AND APPROVAL**

1. Prior to the issuance of permits, the developer shall be required to submit a Preliminary Plat, Construction Plans, and Final Plat generally consistent with Exhibit "A" – Overall Site Plan, prepared by Donald W McIntosh Associates, Inc., dated September 28, 2023 for review and approval in accordance with the Comprehensive Plan and Land Development Code, as amended.
2. Planned Unit Development Expiration: Pursuant to Exhibit B4 of the Stipulated Settlement Agreement between the County and Nola Land Company, Inc., which was executed by the last party (Lake County) on July 26, 2011, the development described in Ordinance 2006-30 is vested for a period of 12 years from execution of the agreement. Accordingly, physical development of the Planned Unit Development shall commence by July 26, 2023. Failure to commence construction by July 26, 2023 shall cause the automatic revocation of this Ordinance. **[COMPLETED]**

**SECTION 13: FUTURE AMENDMENTS TO STATUTES, CODE, PLANS, AND/OR REGULATIONS**

The specific references in this Planned Unit Development to the Florida Statutes, Florida Administrative Code, City Comprehensive Plan, and City Land Development Code shall include any future amendments to the statutes, code, plans, and/or regulations.

**SECTION 14: ADDITIONAL CONDITIONS**

1. After establishment of the facilities as provided herein, the aforementioned property shall only be used for the purposes named in this Planned Unit Development. Any other proposed use must be specifically authorized by the Clermont City Council.
2. No person, firm, or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, add other uses, or alter the land in any manner within the boundaries of the above described land without first obtaining the necessary approvals in accordance with the Clermont Code of Ordinances, as amended, and obtaining the permits required from the other appropriate governmental agencies.
3. This Planned Unit Development shall endure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition herein set out.
4. Construction and operation of the proposed use shall at all times comply with the regulations of this and other governmental permitting agencies.



*CITY OF CLERMONT*  
**ORDINANCE NO. 2023-031**

5. The transfer of ownership or lease of any or all of the property described in this Planned Unit Development shall be included in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions established by this Planned Unit Development and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following procedures contained in the Land Development Code, as amended.

**SECTION 15: CONFLICT**

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

**SECTION 16: SEVERABILITY**

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

**SECTION 17: ADMINISTRATIVE CORRECTION**

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

**SECTION 18: RECORDING**

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

**SECTION 19: PUBLICATION AND EFFECTIVE DATE**

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



*CITY OF CLERMONT*  
**ORDINANCE NO. 2023-031**

**PASSED AND ADOPTED** by the City Council of the City of Clermont, Lake County, Florida, on this 13th day of February, 2024.

CITY OF CLERMONT

---

Tim Murry, Mayor

ATTEST:

---

Tracy Ackroyd Howe, MMC  
City Clerk

Approved as to form and legality:

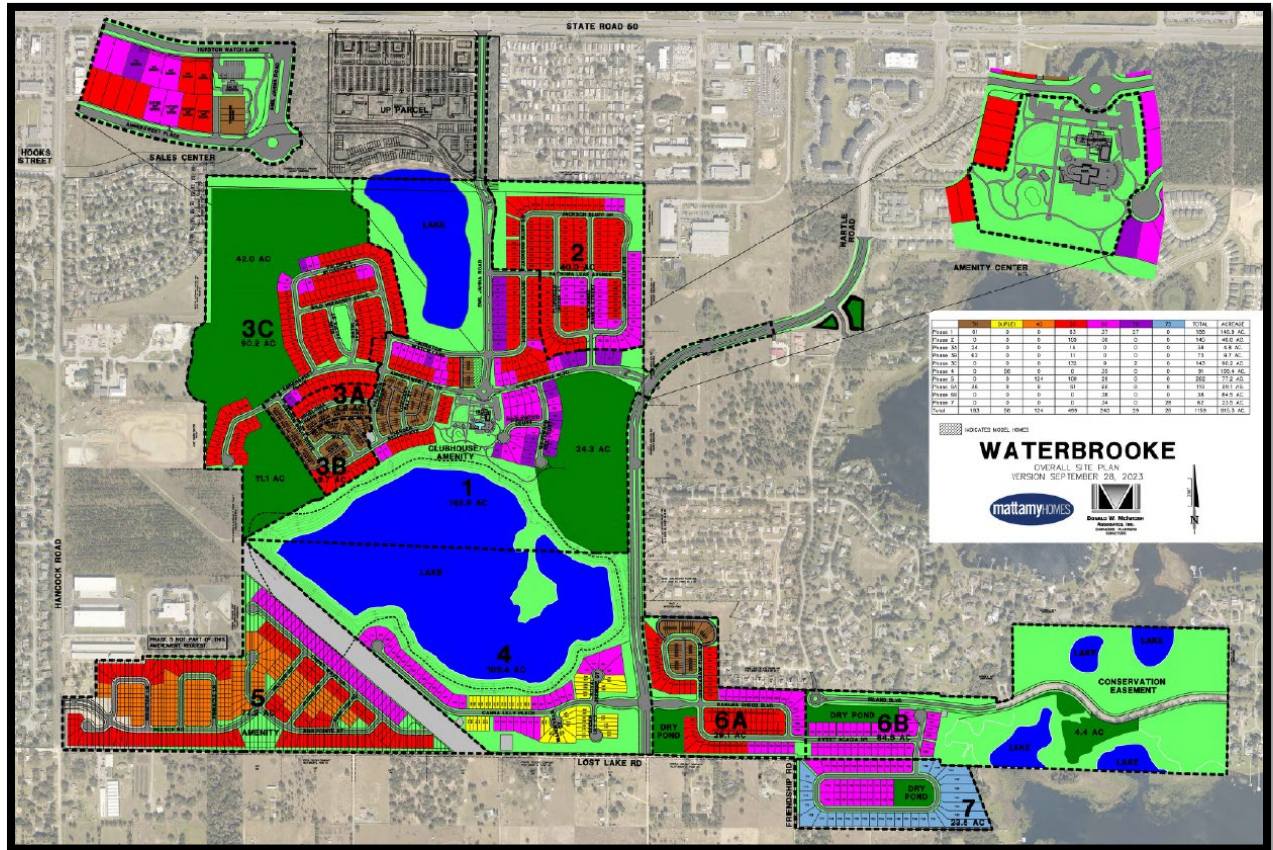
---

Daniel F. Mantzaris, City Attorney



**CITY OF CLERMONT**  
**ORDINANCE NO. 2023-031**

**Exhibit A – Overall Site Plan**

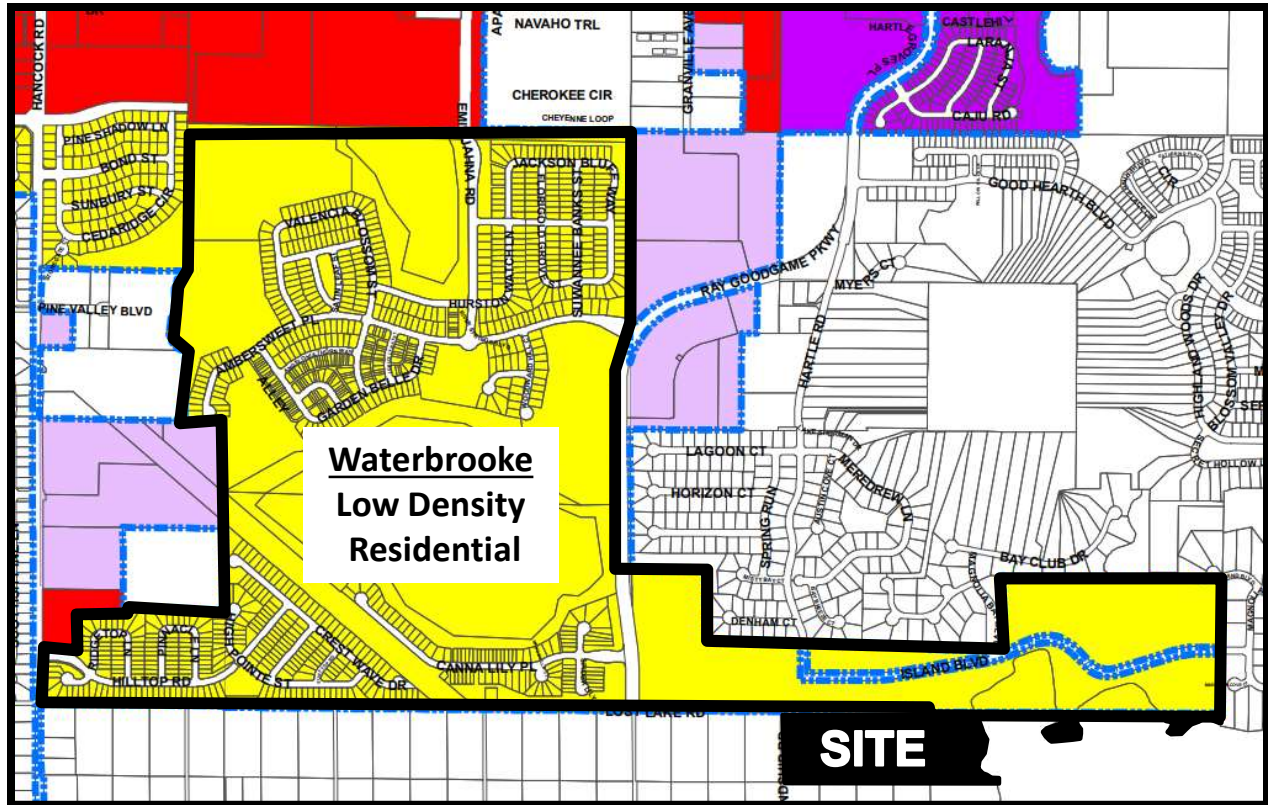


## Exhibit - Location Map – Waterbrooke Phase 7

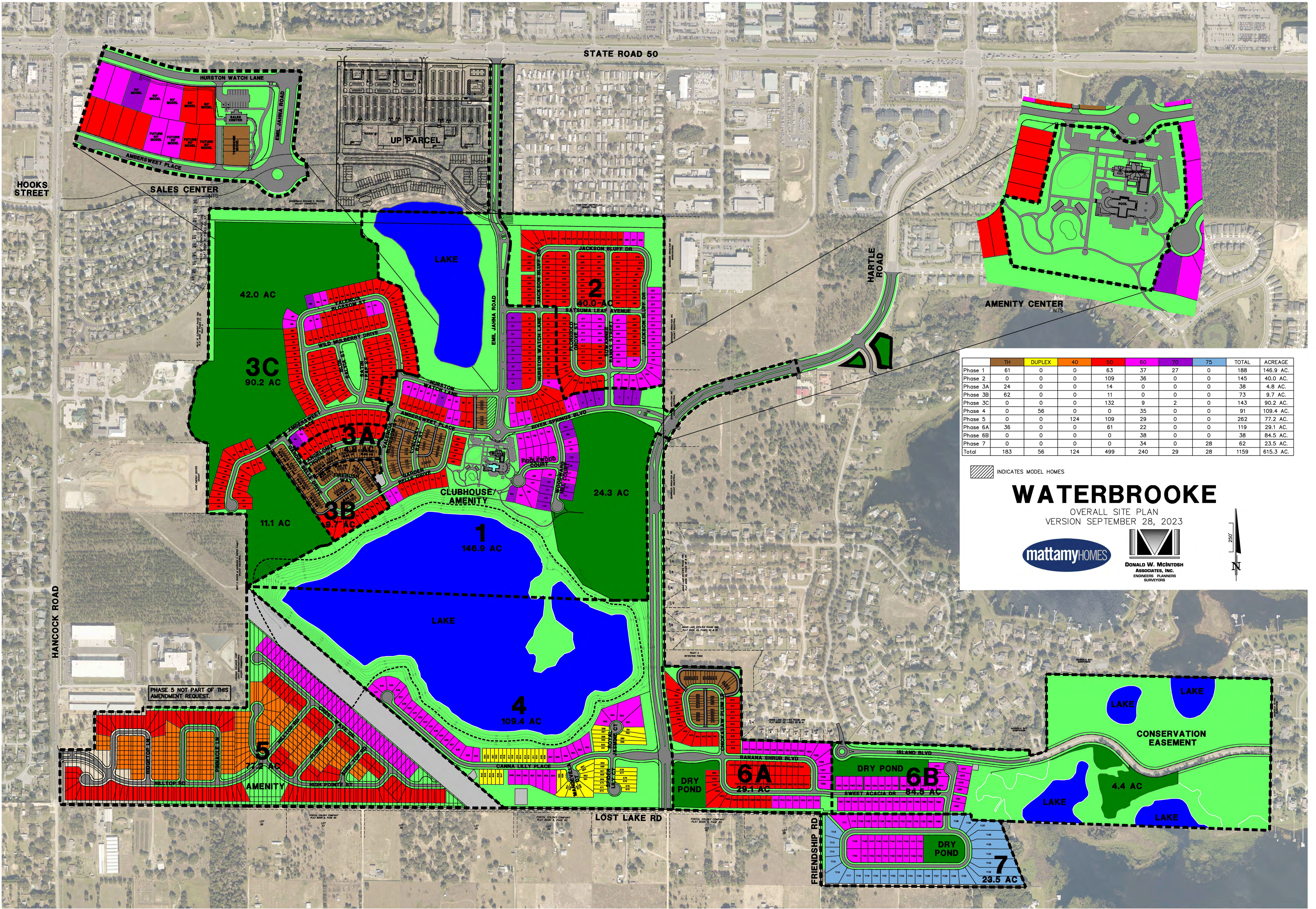




Exhibit – Future Land Use Map – Waterbrooke Phase 7





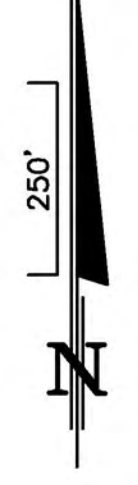


|          | TH  | DUPLEX | 40  | 50  | 60  | 70 | 75 | TOTAL | ACREAGE   |           |
|----------|-----|--------|-----|-----|-----|----|----|-------|-----------|-----------|
| Phase 1  | 61  | 0      | 0   | 0   | 63  | 37 | 27 | 0     | 188       | 146.9 AC. |
| Phase 2  | 0   | 0      | 0   | 0   | 109 | 36 | 0  | 0     | 145       | 40.0 AC.  |
| Phase 3A | 24  | 0      | 0   | 0   | 14  | 0  | 0  | 0     | 38        | 4.8 AC.   |
| Phase 3B | 62  | 0      | 0   | 0   | 11  | 0  | 0  | 0     | 73        | 9.7 AC.   |
| Phase 3C | 0   | 0      | 0   | 0   | 132 | 9  | 2  | 0     | 143       | 90.2 AC.  |
| Phase 4  | 0   | 56     | 0   | 0   | 35  | 0  | 0  | 0     | 91        | 109.4 AC. |
| Phase 5  | 0   | 0      | 124 | 109 | 29  | 0  | 0  | 0     | 262       | 77.2 AC.  |
| Phase 6A | 36  | 0      | 0   | 61  | 22  | 0  | 0  | 0     | 119       | 29.1 AC.  |
| Phase 6B | 0   | 0      | 0   | 0   | 38  | 0  | 0  | 0     | 38        | 84.5 AC.  |
| Phase 7  | 0   | 0      | 0   | 0   | 34  | 0  | 28 | 62    | 23.5 AC.  |           |
| Total    | 183 | 56     | 124 | 499 | 240 | 29 | 28 | 1159  | 615.3 AC. |           |

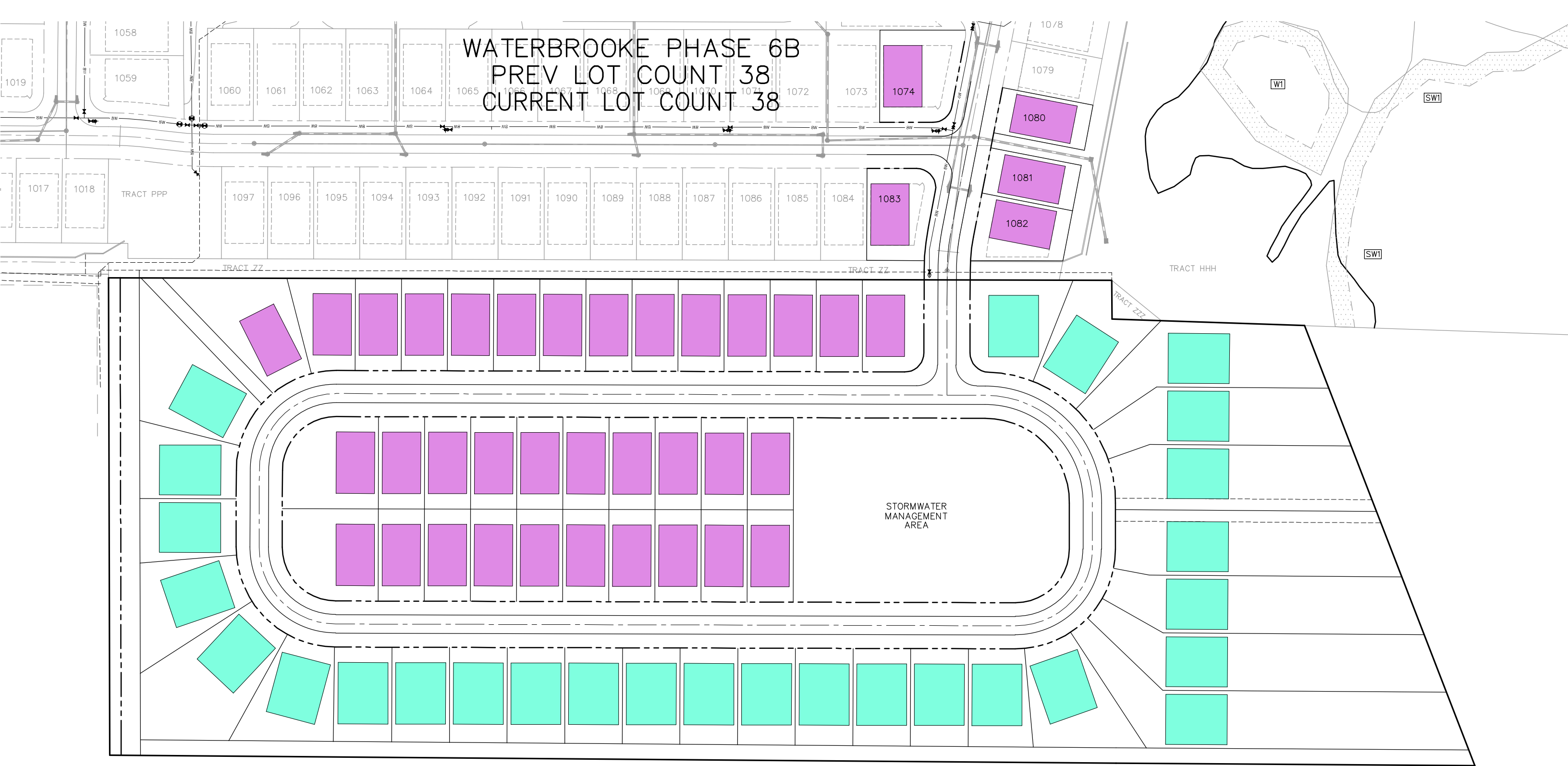
INDICATES MODEL HOMES

# WATERBROOKE

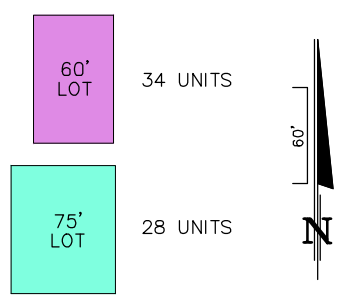
OVERALL SITE PLAN  
VERSION SEPTEMBER 28, 2023







WATERBROOKE PHASE 7  
62 UNITS (62 NET)  
CONCEPT 16





## CITY OF CLERMONT REZONING FILING INSTRUCTIONS

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

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

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

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



CITY OF CLERMONT  
**REZONING**  
**APPLICATION**

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





## CITY OF CLERMONT REZONING APPLICATION

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

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

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

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

Jonathan D. Droor, PE, Asst. VP

Applicant Name (print)

x

Applicant Name (signature)

Sadique Jaffer, Managing Member

Owner Name (print)

x

Owner Name (signature)

### City of Clermont

Development Services Department

685 W. Montrose St.

P.O. Box 120219

Clermont, FL 34712-0219

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

5/22/2020



**CITY OF CLERMONT**  
**COMPREHENSIVE PLAN AMENDMENT**  
Application Instructions

**APPLICATION FEE:**

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

**APPLICATION PROCESS:**

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

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

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

**AMENDMENT TIME FRAME:**

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



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

**Application Information Required**

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

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

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



**CITY OF CLERMONT**  
**COMPREHENSIVE PLAN AMENDMENT**  
**Application**

DATE: \_\_\_\_\_

FEE: \_\_\_\_\_

**Project Name (if applicable):** Waterbrooke Phase 7

**Applicant:** Mattamy Orlando, LLC

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

**Address:** 2450 Maitland Center Parkway, Suite 300

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

**Phone:** 407-215-6264 **Fax:** \_\_\_\_\_

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

**OWNER:** Friendship Capital Group, LLC

**Address:** 103 Commerce Street, Suite 160

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

**Phone:** 321-624-3126 **Fax:** \_\_\_\_\_

**E-Mail:** sidjaffer@yahoo.com

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

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

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

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

**Existing (Actual) Land Use:** Vacant Undeveloped

**Existing Zoning:** A (County)

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

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

**Type of development proposed:** Single Family Residential



1.9 dwelling units/gross acre across

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

**Proposed Zoning District:** PUD

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

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

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

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

**\*\*\*\*\* NOTICE \*\*\*\*\***

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

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





**APPLICANT'S AFFIDAVIT**

STATE OF FLORIDA  
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

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

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

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

Jonathan D. Droor, PE, Assistant Vice President

Affiant - Applicant Name (print)

X

Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 15<sup>th</sup> day of DECEMBER, 2022.



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

My Commission Expires: 02/26/2023



**OWNER'S AFFIDAVIT**

STATE OF FLORIDA  
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

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

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

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

Sadique Jaffer, Managing Member

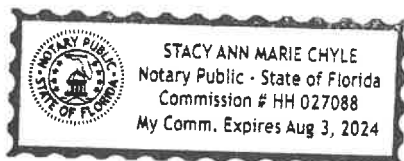
Affiant - Applicant Name (print)

X

[Signature]  
Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

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



X

[Signature]  
Notary Public, State of Florida at Large

My Commission Expires: 8/3/24



## CHECK LIST & FILING INSTRUCTIONS

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

1. ☒ Application & Petition by the landowners for Annexation (pages 3 and 4).
2. ☒ General application form (page 5).
3. ☒ Authorization for agent/owner representation (page 6)
4. ☒ LEGAL DESCRIPTION: Email legal description typed in Word (not all capitalized) to [planning@clermontfl.org](mailto: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 1<sup>st</sup> day of the Month. Complete applications will then be scheduled for Public Hearing on the 4<sup>th</sup> Tuesday of the following month for the City Council meeting. All applications must be complete, to include applicable site plans and/or other pertinent descriptive materials in order to be processed. A pre-application meeting may be required prior to submission of an application. Dependent upon the scope and/or magnitude of a particular project, scheduling of one or more City Council Workshop(s) may also be necessary and additional time may be required prior to being scheduled for public hearing.
3. Upon receipt of a complete application, the Development Services Department shall proceed with the request for a public hearing in accordance with the following:
  - A: The owners of all property lying within one hundred fifty (150) feet of the property requested to be annexed shall be notified by mail.
  - B. A legal advertisement of the request shall be advertised in a local newspaper prior to the meeting date.
4. Failure to provide an accurate and complete application will result in automatic rejection and return of the application and delay of the hearing date.



## APPLICATION & PETITION

DATE: \_\_\_\_\_

FEE: \$155.<sup>00</sup>  
+ cost of advertising

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

PROJECT NAME (if applicable): Waterbrooke Phase 7

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

Address: 2450 Maitland Center Parkway, Suite 300

City: Maitland State: FL Zip: 32751

Phone: 407-215-6264 Fax: \_\_\_\_\_

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

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

Address: 103 Commerce Street, Suite 160

City: Lake Mary State: FL Zip: 32746

Phone: 407-548-6201 Fax: \_\_\_\_\_

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

Address: 2450 Maitland Center Parkway, Suite 300

City: Maitland State: FL Zip: 32751

Phone: 407-215-6264 Fax: \_\_\_\_\_

E-Mail: Jon.Droor@mattamycorp.com

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

Alt Key #1412021

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

The property is PRESENTLY used for: Vacant Undeveloped

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



Existing Lake County Land Use\* : Rural

Existing Lake County Zoning\* : A

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

State the reason or basis for this request: \_\_\_\_\_

Planned Residential Development / Expansion of Waterbrooke PUD  
\_\_\_\_\_  
\_\_\_\_\_

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

Section 35, Township 22, Range 26

See attached boundary survey with legal description.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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





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

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

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

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

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

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

Jonathan D. Droor, PE, Assistant Vice President

Landowner (Petitioner)

12/15/2022

Date

Gillian T. Chung-Miller  
Notary Public

02/26/2023

My Commission Expires





### OWNER / AGENT AFFIDAVIT (ANNEXATION)

Date: \_\_\_\_\_

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

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

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

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

X \_\_\_\_\_ X \_\_\_\_\_  
Owner (signature) Agent's (signature)

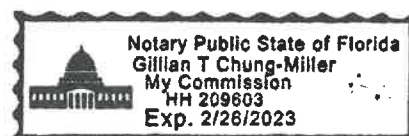
Sworn to and subscribed before  
me this 9 day of December,  
2022.

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

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

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

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



## LEGAL NOTICE

On Tuesday, November 7, 2023 at 6:30 PM the Clermont Planning & Zoning Commission will consider the enactment of the following proposed ordinance, and on Tuesday, November 28, 2023 at 6:30 PM at a public hearing the request will be held before the City Council for Final Adoption.

### ORDINANCE NO. 2023-031

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

#### LOCATION

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



#### LEGAL DESCRIPTION

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

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

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

#### PROPERTY REZONING

**From: Urban Estate Low Density Residential UE  
To: Planned Unit Development PUD**

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

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

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

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

Tracy Ackroyd Howe, MMC  
City Clerk

# AGENDA ITEM

## Meeting Date

Tuesday, February 13, 2024

## Agenda Item Name

Resolution No. 2024-002R  
Patio Food Truck Park CUP

## Requested Action

Recommend approval of Resolution No. 2024-002R

## Staff Report

*This agenda item was tabled from the January 9, 2024, City Council meeting in order to allow the applicant time to revise the conceptual site plan based upon the discussion at City Council. The applicant has revised the site plan, which included removing the stage area, consolidating the bar and bathroom buildings, adding 5 parking spaces and reducing the event space from 17,775 square feet to 15,934 square feet. Staff has reviewed the revised conceptual site plan and according to the parking ratio of 5 per 1,000 square feet of event space, the applicant meets the minimum requirement of 80 parking spaces. Therefore, staff recommends approval of Resolution 2024-002R.*



The applicant is requesting a conditional use permit for a patio food truck park in the Planned Unit Development (PUD) zoning district. The PUD allows C-2 General Commercial permitted uses. Because the codes do not identify the requested use as permitted, Section 125-337 of the Land Development Code requires this type of use only

through a conditional use permit. The property is located at 2531 South US Highway 27, and is part of the Clermont Crossing Master Development Plan. The parcel is approximately 2.45 acres. The applicant is proposing an open-air food truck park with up to sixteen (16) food trucks, outdoor seating and live entertainment with operation hours seven days a week. The business hours would be Monday to Thursday' 11:00am to 10pm and Friday to Sunday' 10:00am to 11:00pm; to allow for compliance and consistency with the business hours of the adjacent properties. The applicant has not identified any variance requests for the development.



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

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

#### Additional Analysis

#### Fiscal Impact Summary

None.

#### Fiscal Impact

#### Fund Number and Description

#### Available Budget Amount

#### Exhibits Attached (copies of original agreements)

- |    |                                              |                                                  |
|----|----------------------------------------------|--------------------------------------------------|
| 1. | 2024-002R- Patio Food Truck CUP (01.31.2024) | 2024-002R- Patio Food Truck CUP (01.31.2024).pdf |
| 2. | LOCATION MAP                                 | LOCATION MAP.pdf                                 |
| 3. | Revised Conceptual Plan                      | Conceptual Plans.pdf                             |
| 4. | Revised Renderings                           | Revised Renderings.pdf                           |
| 5. | 04_Survey                                    | 04_Survey.pdf                                    |
| 6. | Application                                  | Application.pdf                                  |
| 7. | Legal Ad                                     | Legal Ad.pdf                                     |





*CITY OF CLERMONT*  
**RESOLUTION NO. 2024-002R**

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

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

**LOCATION:**

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

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

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

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

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

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

**SECTION 1: GENERAL CONDITIONS**

1. This Resolution shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor in title or interest, and shall be subject to each and every condition herein set out.



*CITY OF CLERMONT*  
**RESOLUTION NO. 2024-002R**

2. Upon approval of the resolution the aforementioned property shall only be used for the purposes described herein. No further expansion of the use or additions to this project shall be permitted except as approved by another Conditional Use Permit. Any other proposed use shall be specifically authorized by amendment and approval of the City of Clermont City Council.
3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.
4. Prior to the issuance of any permits, the applicant shall be required to submit formal site plans for review and approval by the City of Clermont Site Review Committee. The site plans shall meet all submittal requirements and comply with the conditions of this Resolution, applicable City Codes, Regulations, Ordinances, and provide compliance with the adopted City Comprehensive Plan, as amended.
5. No business can occupy any portion of the building unless the proposed business has applied for and obtained a Local Business Tax Receipt from the Development Services Department.
6. The Conditional Use Permit must be executed and processed through the office of the City Clerk within 90 days of its date of grant by the City Council or the permit shall become null and void.
7. The Applicant shall record in the Public Records of Lake County within 90 days of its date of approval by the City Council, a short-form version of this Conditional Use Permit as provided by the City or a form acceptable to the City, to provide notice to all interested parties, the assigns, successors and heirs of the developer/applicant and all future owners of the above-referenced property that the real property described above is subject to the terms and conditions of the Conditional Use Permit.
8. The structure shall be inspected by the Fire Marshal for life safety requirements. All requirements must be met prior to any Certificate of Occupancy being issued.
9. The structure shall be inspected by the City Building Inspector and all building code violations must be corrected prior to the issuance of a Certificate of Occupancy.
10. If any of the stated conditions are violated, the applicant understands and agrees that the City Council may revoke this Conditional Use Permit by resolution.
11. This permit shall become null and void if substantial work has not begun within two (2) years of the date of issuance of this Conditional Use Permit.



*CITY OF CLERMONT*  
**RESOLUTION NO. 2024-002R**

**SECTION 2: LAND USES AND SPECIFIC CONDITIONS**

1. This Conditional Use Permit is to allow for an open air patio food truck park establishment. The total event space shall be parked at a ratio of 5 parking spaces per 1000 square feet of event space. Event space includes, but is not limited to all areas, open outdoor areas and enclosed buildings, within the parcel that are not used for landscaping, parking, and travel lanes. The final event space determination shall be made during the Site Review process to ensure the Site is designed to meet all Building, Fire and City Codes. The food trucks will be required to comply with all City Codes and Regulations for grease and waste collection and elimination. The hours of operation will be Monday to Thursday 11:00a.m. to 9p.m. and Friday to Sunday 10:00a.m. to 10:00p.m.; to allow for compliance and consistency with the hours of operation of the surrounding businesses. Any outdoor entertainment will require coordination and approval with the appropriate City of Clermont Departments.
2. The property shall be designed and developed to comply with the Clermont Land Development Regulations and Codes. The revised conceptual plan (Exhibit A) is not an approved site plan. Formal construction plans incorporating all conditions stated in this Permit shall be submitted for review and approved by the Site Review Committee prior to the issuance of a Zoning Clearance or other development permits. The site will be required to comply with the Clermont Architectural Design Standards and Land Development Codes.
3. The site may also be used for any permitted use in the Planned Unit Development and C-2 General Commercial zoning district. All uses must adhere to the requirements of the Land Development Code.
4. The applicant is required to provide adequate parking facilities and management to minimize any disruption to the local traffic flow and impacts to the surrounding businesses and adjacent properties. If the parking at the site is deemed to be inadequate, the applicant agrees the City Council, at a public hearing, has the right to amend or revoke the Conditional Use Permit.
5. In the event the operation of the use as authorized herein results in three (3) documented violations of City Code Chapter 18, Article II, "Noise" as may be amended or revised, in any thirty (30) consecutive-day period as documented by the City, this Conditional Use Permit shall be presented to the City Council for consideration of further conditions or revocation of this Conditional Use Permit.

**SECTION 3: CONFLICT**

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

**SECTION 4: SEVERABILITY**

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



*CITY OF CLERMONT*  
**RESOLUTION NO. 2024-002R**

**SECTION 5: ADMINISTRATIVE CORRECTION**

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

**SECTION 6: PUBLICATION AND EFFECTIVE DATE**

This Resolution shall take effect immediately upon its adoption.



*CITY OF CLERMONT*  
**RESOLUTION NO. 2024-002R**

**DONE AND RESOLVED** by the City Council of the City of Clermont, Lake County, Florida, this 13<sup>th</sup> 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



**Exhibit A – Preliminary Conceptual Site Plan**





# LOCATION MAP



Subject Property Outlined  
in Yellow





**LEGEND**

PROJECT BOUNDARY

UTILITY EASEMENT

FENCE

FOOD TRUCK PARKING

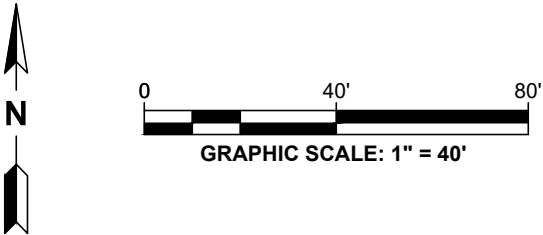
GREEN SPACE

BUILDING FOOTPRINT

ASPHALT

PLAYGROUND

| SITE DATA TABLE                  |                                                              |
|----------------------------------|--------------------------------------------------------------|
| OWNER:                           | GILL PROPERTIES (US) LP<br>9 KENVIEW BLVD<br>ONTARIO LGT 5G5 |
| PARCEL NO:                       | 32-22-26-1100-000-008B0                                      |
| ALTERNATE KEY:                   | 3877636                                                      |
| ZONING JURISDICTION:             | CITY OF CLERMONT                                             |
| ZONING CLASSIFICATION:           | PUD - PLANNED UNIT DEVELOPMENT                               |
| CURRENT USE:                     | VACANT                                                       |
| PROPOSED USE:                    | FOOD TRUCK PARK                                              |
| PROPERTY AREA:                   | 2.45 AC                                                      |
| PROPOSED BUILDING AREA / TRUCKS: |                                                              |
| BAR & RESTROOMS                  | 1,420 SF                                                     |
| STORAGE                          | 200 SF                                                       |
| SHADE STRUCTURE                  | 620 SF                                                       |
| FOOD TRUCKS                      | 16 TRUCK SPACES                                              |
| PARKING SUMMARY:                 |                                                              |
| PARKING REQUIRED:                | 15,934 SF @ 5 SP/1,000 SF = 80 SPACES                        |
| PARKING PROVIDED:                |                                                              |
| EXISTING                         | 16 SPACES                                                    |
| PROPOSED                         | 65 SPACES                                                    |
| TOTAL PROVIDED                   | 81 SPACES                                                    |



CULVERENGINEERING

PREPARED FOR:

SALVASERVI  
USA LLC

ISSUE DATE:

01/22/2023

REVISION 1:

REVISION 2:

REVISION 3:

CONDITIONAL USE  
SITE PLAN

CLERMONT CROSSINGS  
FOOD TRUCK PARK

DESIGN:

DWC

CHECKED:

DWC

PROJECT #:

TBD

SHEET:

1 OF 1

Page 319

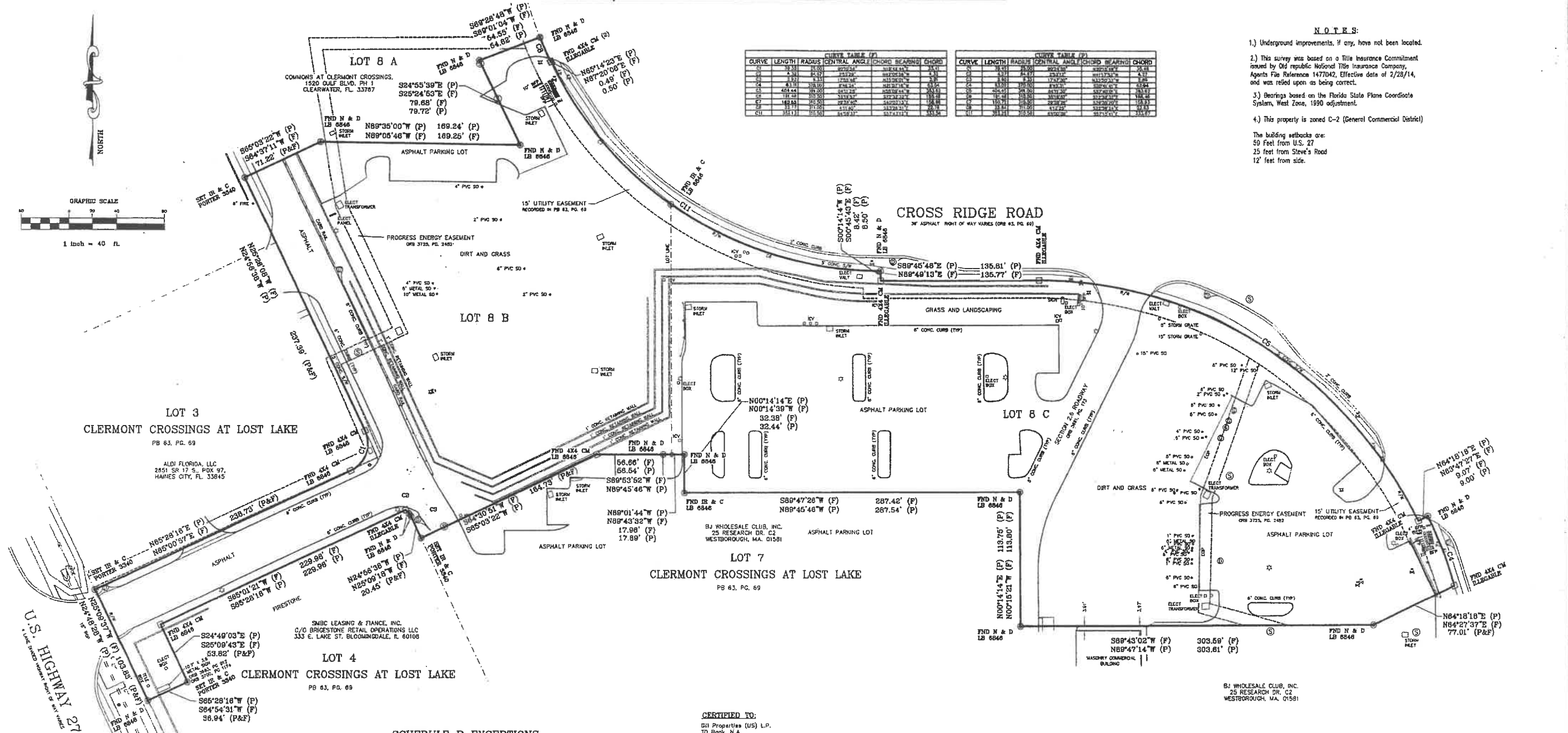


## Patio Food Truck – Revised Renderings





## ALTA/ACSM LAND TITLE SURVEY



| <b><u>SCHEDULE B EXCEPTIONS</u></b> |                                                                                                                                               |                                                                                                                      |
|-------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|
| <b><u>The Exception Number</u></b>  | <b><u>DOCUMENT WITH RECORDING INFORMATION</u></b>                                                                                             | <b><u>AFFECT</u></b>                                                                                                 |
| 3.                                  | Plot of Diamond crossings at Slave's Road.<br>PB 84, Pg. 9                                                                                    | This property is encumbered by this document, provisions are plotted on the survey.                                  |
| 4.                                  | Plot of Diamond crossings at Trail Lane<br>PB 83, Pg. 49                                                                                      | This property is encumbered by this document, provisions are plotted on the survey.                                  |
| 5.                                  | Declaration of Esasments, Easements, Conditions and Restrictions, OMB 4366, Pg. 693.                                                          | This property is encumbered by this document, provisions are not plotted.                                            |
| 6.                                  | Cross Access Easements and Restictive Covenant Agreement<br>OMB 3691, Pg. 173.                                                                | This property is encumbered by this document, provisions that are plottable are plotted on the survey.               |
| 7.                                  | Cross Access Easement, OMB 3692, Pg. 617, Modified and Restated<br>OMB 3700, Pg. 1174, and Collector's Data Agreement,<br>OMB 3600, Pg. 1939. | This property is encumbered by this document, provisions that are plottable are plotted on the survey.               |
| 8.                                  | Right of Way Utilization Agreement, OMB 3702, Pg. 1968.                                                                                       | The provisions of the document are for the benefit of the property.                                                  |
| 9.                                  | Distribution Easement, OMB 3725, Pg. 3142.                                                                                                    | This property is encumbered by this document, provisions are plotted on the survey.                                  |
| 10.                                 | Sanitary Sewer Facilitat Easement, OMB 3702, Pg. 1138.                                                                                        | It is thought that this property is encumbered by the document, the exact size and location could not be determined. |
| 11.                                 | Declaration of Covenants, Restrictions, and Cross Access Easements, OMB 3631, Pg. 1058.                                                       | This property is not encumbered by this document, provisions are not plottable.                                      |

**CERTIFIED TO:**  
 GSI Properties (US) L.P.  
 TD Bank, N.A.  
 KMH Limited Liability Company  
 Winderweeds, Holmes, Ward & Woodman PA  
 Akerman, LLP  
 Old Republic National Title Insurance Company

**DESCRIPTION:** (Provided)

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

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

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

Date of Survey  
APRIL 09, 2014

Mark D. Porter Florida Registration #3340

Not valid without the signature of a credentialed nurse at a Florida licensed nursing facility.

|                                                                                            |           |          |
|--------------------------------------------------------------------------------------------|-----------|----------|
| COPYRIGHT 2014<br>by PORTER GEOGRAPHICAL<br>POSITIONING & SURVEYING<br>ALL RIGHTS RESERVED |           |          |
| SCALE: 1" = 40'                                                                            |           |          |
| TITLE:                                                                                     | INITIALS: | DATE:    |
| ENGINEER                                                                                   |           |          |
| SURVEYOR                                                                                   | M.D.P.    | 04/09/14 |
| DRAFTER                                                                                    | M.D.P.    | 04/10/14 |
| CHECKED                                                                                    | M.D.P.    | 04/10/14 |
| APPROVED                                                                                   | M.D.P.    | 04/10/14 |
| Field Book 119, Pages 1 - 4.                                                               |           |          |

**PORTER GEOGRAPHICAL  
POSITIONING & SURVEYING**  
LB #8765  
5336 US Highway 98 North Lakeland FL 33808  
Office: (863) 853-1486 FAX: (863) 840-8861  
psurveying@tampabay.rr.com

EQUITY INVESTMENT SERVICES

|                   |                       |              |
|-------------------|-----------------------|--------------|
| DATE:<br>04/10/14 | JOB NO.: D-14-2228.01 | REV.<br>NO.: |
|-------------------|-----------------------|--------------|





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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sincerely,

Salvatore Bottiglieri and Nicoletta Buonaccordo

SALVASERVI USA LLC

Enclosures: Application Form, Supporting Documents, Plans



**CITY OF CLERMONT  
CONDITIONAL USE PERMIT  
APPLICATION**

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



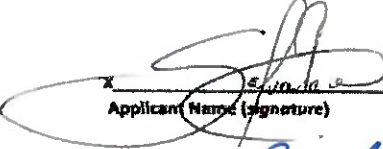
CITY OF CLERMONT  
CONDITIONAL USE PERMIT  
APPLICATION

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

SEE ATTACHED DOCUMENT

Salvatore Bottiglieri

Applicant Name (print)

  
Applicant Name (signature)

DALJIT GILL

Owner Name (print)

  
Owner Name (signature)

\*\*\*\*\*NOTICE\*\*\*\*\*

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

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

5/26/2020



## LEGAL DESCRIPTION

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





## OVERVIEW



## MISSION STATEMENT

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

## VISION STATEMENT

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

## WHAT DOES PATIO OFFER?

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

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

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

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

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

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

*Live Music Nights:*

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

*Food Festivals:*

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

*Outdoor Movie Nights:*

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

*Food Challenges:*

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

*Themed Nights:*

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

*Family-Friendly Events:*

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

*Fitness or Wellness Classes:*

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

*Pet-Friendly Days:*

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

*Seasonal Celebrations:*

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

*Local Market Day:*

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

*Community Outreach:*

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

*Interactive Games:*

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

*Trivia Nights:*

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

*Local Artist Showcases:*

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

## **WHY IS PATIO A GREAT PROPOSAL FOR CLERMONT?**

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

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

Our project offers the following advantages:

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

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

## **WHO ARE PATIO FOUNDERS?**

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

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

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



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



## CONCEPTUAL PLAN



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





## **ADDITIONAL DOCUMENTS**





# PROPERTY RECORD CARD

## General Information

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                         |                                    |                                                                                               |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|------------------------------------|-----------------------------------------------------------------------------------------------|
| Name:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | GILL PROPERTIES (US) LP                                                                 | Alternate Key:                     | 3877636                                                                                       |
| Mailing Address:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 9 KENVIEW BLVD<br>BRAMPTON<br>ONTARIO LGT 5G5<br><a href="#">Update Mailing Address</a> | Parcel Number: ⓘ                   | 32-22-26-1100-000-008B0                                                                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                         | Millage Group and City:            | 000C Clermont                                                                                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                         | 2023 Total Certified Millage Rate: | 17.3304                                                                                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                         | Trash/Recycling/Water/Info:        | <a href="#">My Public Services Map</a> ⓘ                                                      |
| Property Location:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 2531 US HIGHWAY 27<br>CLERMONT FL, 34711                                                | Property Name:                     | --<br><a href="#">Submit Property Name</a> ⓘ                                                  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                         | School Information:                | <a href="#">School Locator &amp; Bus Stop Map</a> ⓘ<br><a href="#">School Boundary Maps</a> ⓘ |
| Property Description:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | CLERMONT CROSSINGS AT STEVE'S ROAD PB 64 PG 9-10 LOT 8B ORB 4479 PG 985                 |                                    |                                                                                               |
| <p>NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.</p> |                                                                                         |                                    |                                                                                               |

## Land Data

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

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

[FEMA Flood](#)

## Miscellaneous Improvements

There is no improvement information to display.

## Sales History

**NOTE:** This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. [Follow this link to search all documents by owner's name.](#)

| Book/Page                                                                                                                                                                 | Sale Date | Instrument    | Qualified/Unqualified | Vacant/Improved | Sale Price   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|---------------|-----------------------|-----------------|--------------|
| <a href="#">4479 / 985</a>                                                                                                                                                | 05/2014   | Warranty Deed | Unqualified           | Vacant          | \$532,500.00 |
| <a href="#">Click here to search for mortgages, liens, and other legal documents.</a>  |           |               |                       |                 |              |

## Values and Estimated Ad Valorem Taxes

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

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

|                                   |           |           |           |                          |                              |
|-----------------------------------|-----------|-----------|-----------|--------------------------|------------------------------|
| LAKE COUNTY MSTU<br>AMBULANCE     | \$639,211 | \$623,900 | \$623,900 | 0.4629                   | \$288.80                     |
| LAKE COUNTY VOTED DEBT<br>SERVICE | \$639,211 | \$623,900 | \$623,900 | 0.0918                   | \$57.27                      |
|                                   |           |           |           | <b>Total:</b><br>17.3304 | <b>Total:</b><br>\$10,907.45 |

## Exemptions Information

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

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

---

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

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

---

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

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

---

Economic Development Exemption

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

---

Government Exemption (amount varies)

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

---

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

Copyright © 2014 Lake County Property Appraiser. All rights reserved.  
Property data updated nightly.

**Site Notice**



## Order Confirmation

Not an Invoice

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

|                           |            |
|---------------------------|------------|
| <b>Date:</b>              | 12/15/2023 |
| <b>Order Number:</b>      | 9633587    |
| <b>Prepayment Amount:</b> | \$ 0.00    |

|                          |         |
|--------------------------|---------|
| <b>Column Count:</b>     | 1.0000  |
| <b>Line Count:</b>       | 48.0000 |
| <b>Height in Inches:</b> | 0.0000  |

### Print

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

Order Confirmation Amount

\$150.16

## Ad Preview

### LEGAL NOTICE

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

### LOCATION

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

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

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

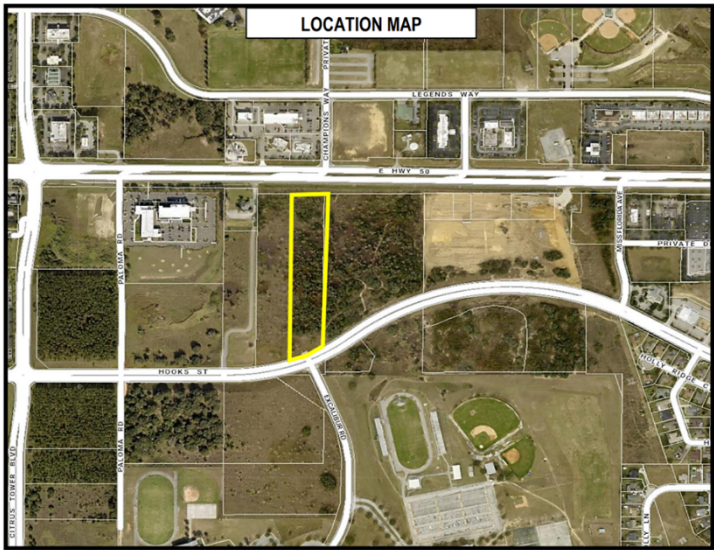
All interested parties will be given an opportunity to express their views on this matter.

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

Tracy Ackroyd Howe, MMC  
City Clerk

L9633587 12/22/2023 1/4/2024

# AGENDA ITEM

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Meeting Date                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |
| Tuesday, February 13, 2024                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |
| Agenda Item Name                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |
| Variance Request<br><i>Medical Office Building and Ambulatory Surgical Center</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |
| Requested Action                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |
| Recommend approval for two (2) of the four (4) requested variances.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |
| Staff Report                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |
| <p>The applicant, Mark Graff, is requesting four (4) variances for the development of a new medical office and surgery center. The vacant 6.02 acre parcel is located on the south side of State Road 50 and north of Hooks Street, between Citrus Tower Boulevard and Miss Florida Avenue. The property zoning is C-2 General Commercial with a future land use designation of Commercial. The applicant is proposing to develop a medical office and surgery center that will allow up to 25,000 square feet of building for the entire project.</p> |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |
| <p><b><u>The applicant is requesting the following four (4) variances to the Land Development Codes:</u></b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |
| <p>1. Section 123-41 – To allow for a 10-foot landscape buffer instead of the 20 feet as required by code. <b>(Previously approved), staff can support the variance request)</b></p>                                                                                                                                                                                                                                                                                                                                                                   |  |
| <p>2. Section 125-521 – To allow for a retaining wall up to 12 feet instead of the 6-foot maximum height permitted by the LDR. <b>(Previously approved), staff can support the requested variance)</b></p>                                                                                                                                                                                                                                                                                                                                             |  |
| <p>3. Section 115-6 – To allow for up to 30 percent onsite compact parking spaces instead of the 10 percent requirement. <b>(New variance request) staff does not support the requested variance.</b></p>                                                                                                                                                                                                                                                                                                                                              |  |
| <p>4. Section 105-80 – To allow for the maximum depth of the cut and fill grading to exceed the maximum 15-foot requirements for commercial development. <b>(New variance request) staff does not support the requested variance</b></p>                                                                                                                                                                                                                                                                                                               |  |
| <p>On March 14, 2017, the City Council approved two (2) variances for a similar project that was never constructed, and the variances expired 2 years from the approval date. The previously approved variances included (1): To allow for a 10-foot landscape buffer along the right-of-way instead of the 20-foot buffer requirements by the Code, Section 123-43,</p>                                                                                                                                                                               |  |

and for (2) To allow for a maximum retaining wall height of 12 feet instead of the 6-foot maximum height permitted by Section 125-521.

The applicant is also requesting two (2) additional variances for the project, which include: (3) To allow 30 percent of the onsite parking spaces to be compact instead of the 10 percent permitted by the code, Section 115-6. (4) To allow for the cut and fill to exceed the maximum 15 feet permitted for commercial development by the land development regulations, Section 105.80. The project is proposing grade changes ranging from elevation 288 feet down to elevation 177 feet, which provides a vertical difference of 111 feet.

**STAFF RECOMMENDATION:**

Section 86-174 of the Land Development Code requires a positive finding on the review criteria in order to grant a variance. Staff has reviewed the application as submitted and finds the application does meet a positive finding on two of the five review criteria. Therefore, staff recommends approval of the requested variances identified as items 1 and 2 of this report. Staff also recommends denial of the requested variances referenced as number 3 and 4 of the Staff Report.

**Additional Analysis**

**Fiscal Impact Summary**

None.

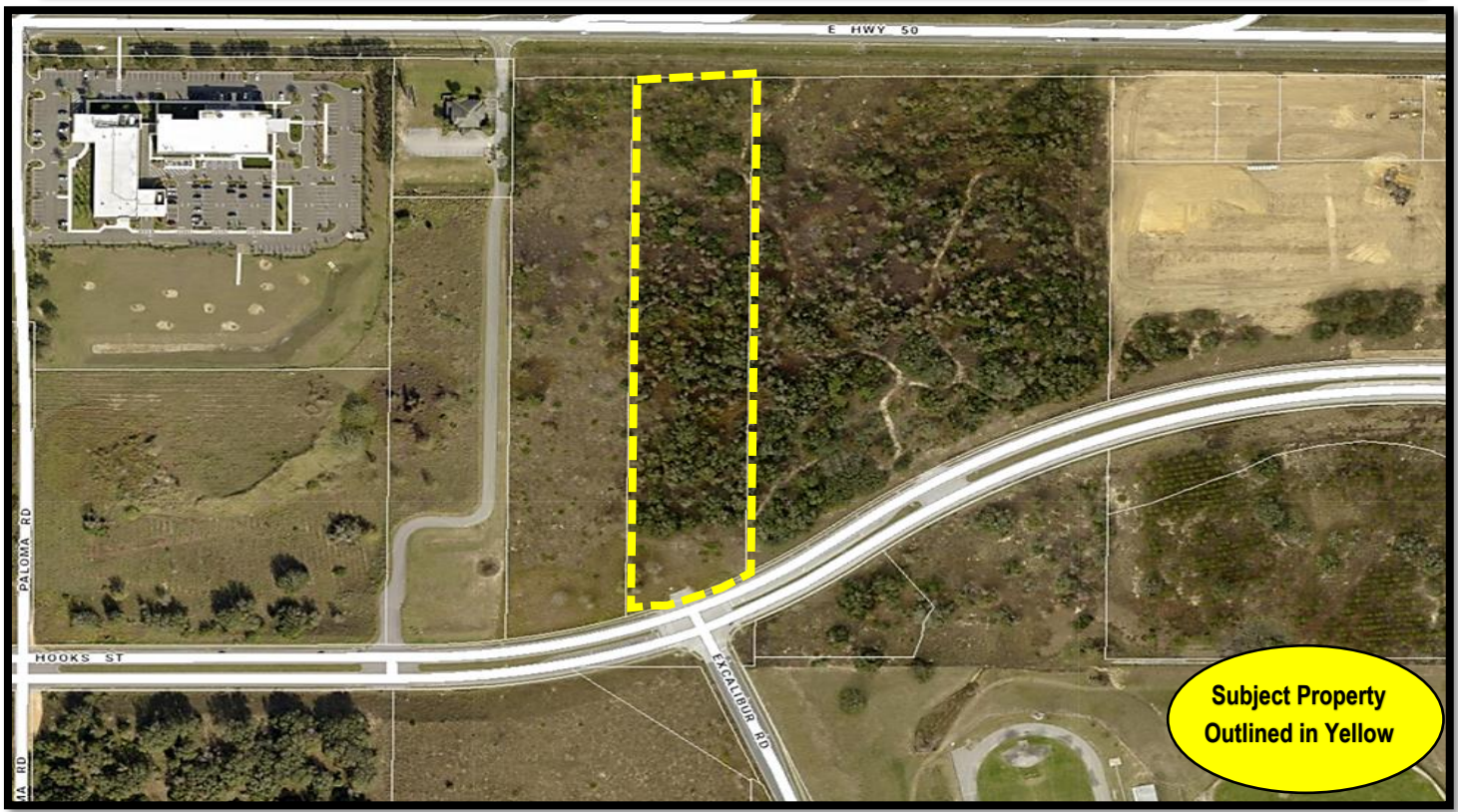
| Fiscal Impact | Fund Number and Description | Available Budget Amount |
|---------------|-----------------------------|-------------------------|
|---------------|-----------------------------|-------------------------|

**Exhibits Attached** (copies of original agreements)

|    |                                                  |                                                  |
|----|--------------------------------------------------|--------------------------------------------------|
| 1. | LOCATION MAP                                     | LOCATION MAP.pdf                                 |
| 2. | New 101-246 Review Criteria-CVCFL Medical Office | New 101-246 Review Criteria-CVCFL Medical Office |
|    | and Surgery Center-Variance                      | and Surgery Center-Variance.pdf                  |
| 3. | NEW CVCFL Concept Site Plan - 1-25-24            | NEW CVCFL Concept Site Plan - 1-25-24.pdf        |
| 4. | 02_Justification Statement                       | 02_Justification Statement.pdf                   |
| 5. | 01_Application                                   | 01_Application.pdf                               |
| 6. | Legal Ad                                         | Legal Ad.pdf                                     |



# LOCATION MAP





## CVVCFL Medical Office/Surgery Center – Variance

### **The requirements for a variance are as follows:**

**“Sec. 101-246, Review Criteria and Finding.** When reviewing an application for a variance, the City Council shall not vary the requirements of the land development code unless it makes a positive finding, based on substantial competent evidence, on each of the following:”

#### **FINDINGS:**

- (1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners of negatively impact the standard of living of the citizens of the city;  
Applicant response: *Adjacent property owners have received approval from city council for similar variances due to the hardship created by the grade changes associated with the surrounding properties.*

Staff comments: *The request for a variance is not based on other properties that have been granted variances. Each application is required to meet the Review Criteria and findings and comply with the codes based on the application merit. No two properties or development is the same, therefore each variance is reviewed based on the substantial evidence presented with the application to justify the variance. Therefore Staff can support the (2) previous variances granted on March 14, 2017.*

#### **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. *Adjacent property owners have received approval from city council for similar variances due to the hardship created by the grade changes associated with the surrounding properties. The City Council approved similar variances for the subject property on Tuesday, March 14, 2017,*

Staff comments: *The City Council approved on March 14, 2017 two (2) variances to the property to allow for a similar development which the variances expired. The applicant is proposing to add more buildings and parking which is creating the hardship for (2) additional variances to the codes.*

#### **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: *If the variances were to be denied, the subject property would not be able to develop to the highest and best use of the land.*

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 under this criterion if denied.*

#### **Positive finding**

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

Applicant response:

Staff comments: *The variance request is not in conflict with the Comprehensive Plan goals, objectives and policies.*

#### **Positive finding**

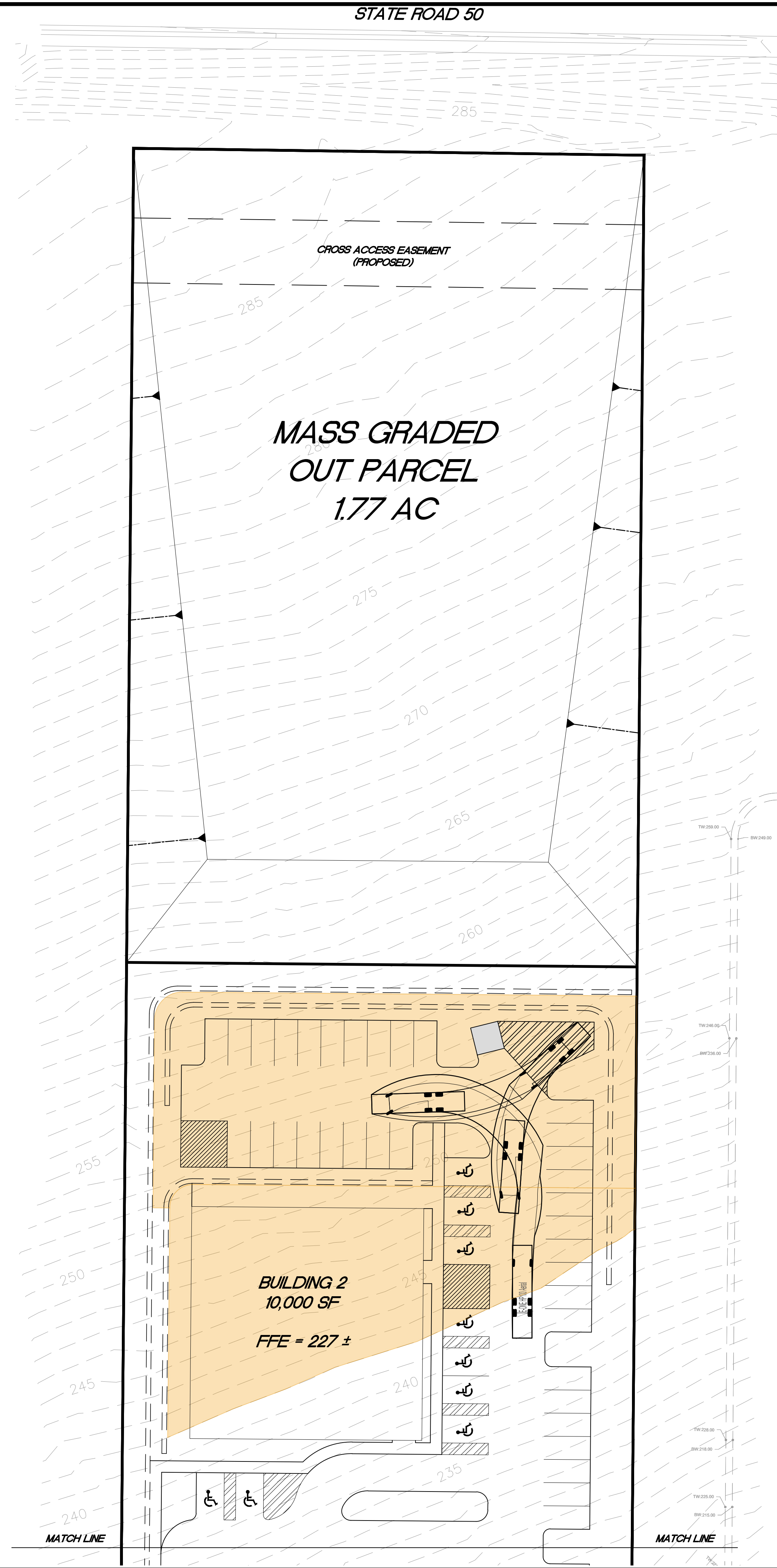
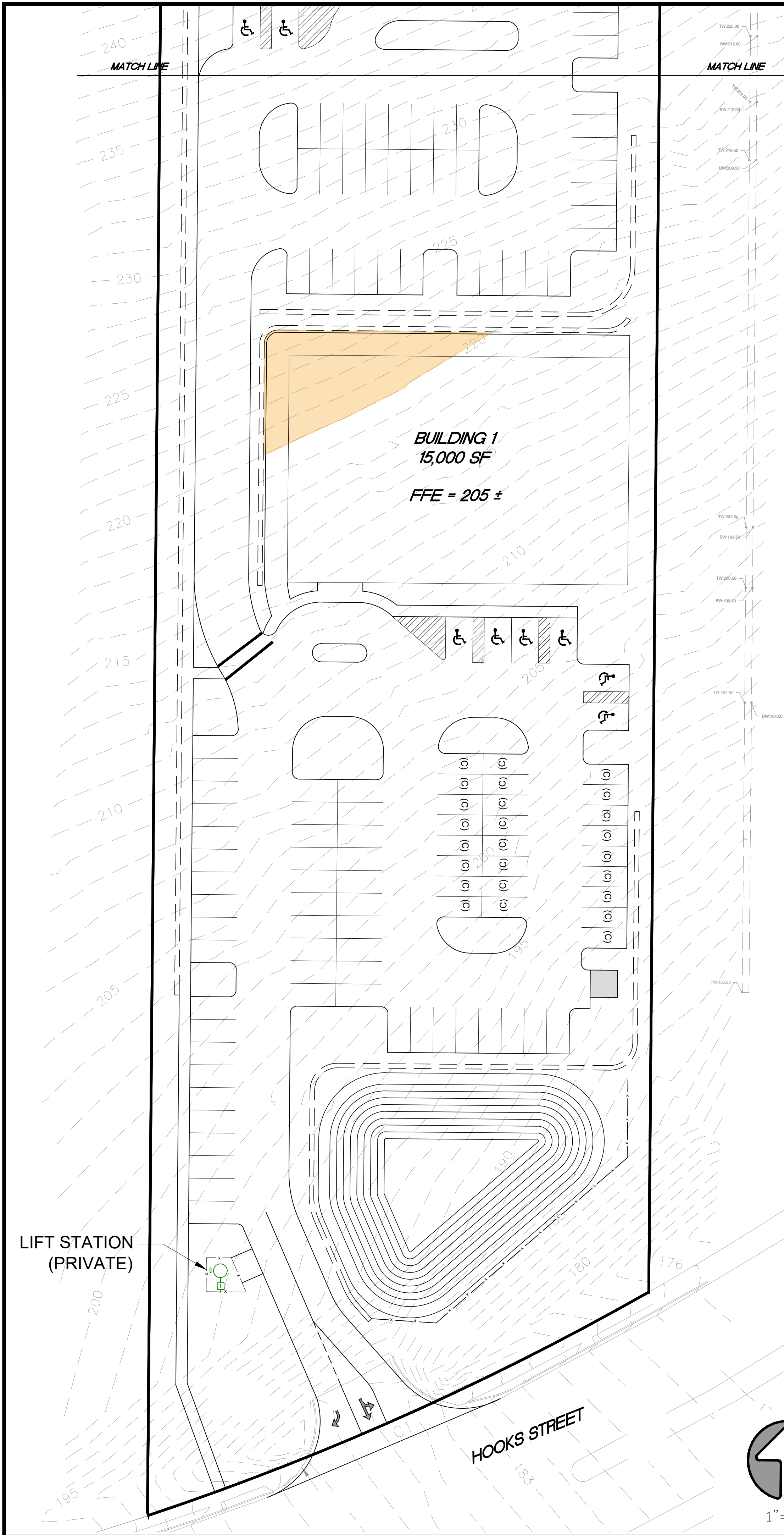
- (5) The variance requested is the minimum variance that will make reasonable use of the land, building, or structure of the benefits that would be achieved under the other variance criteria by granting of the variance outweigh the benefits under this criteria if the variance was denied;

Applicant response:

*Staff comments: City Staff can support the (2) previous approved variances from March 14, 2017 for the proposed project. The variance approval permitted reasonable use of the land requested variance is not the minimum allowed to make reasonable use of the site.*

**Positive 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.



| SITE DATA           |                                                       |
|---------------------|-------------------------------------------------------|
| ALT KEY:            | 1648246                                               |
| PARCEL ID:          | 092226120502200000                                    |
| ZONING:             | C-2 COMMERCIAL                                        |
| FLU:                | COMMERCIAL                                            |
| PROPERTY AREA:      | 6.02 ACRES                                            |
| BUILDING SETBACKS:  |                                                       |
| FRONT               | 50'                                                   |
| REAR                | 25'                                                   |
| SIDE                | 25'                                                   |
| LANDSCAPE BUFFERS:  |                                                       |
| FRONT               | 10'                                                   |
| REAR                | 10'                                                   |
| SIDE                | 10'                                                   |
| BUILDING FOOTPRINT: |                                                       |
| BUILDING 1:         | 15,000 SQ. FT.                                        |
| BUILDING 2:         | 10,000 SQ. FT.                                        |
| PARKING REQUIRED:   | 125<br>1 SPACE PER 200 SQ. FT.                        |
| PARKING PROVIDED:   | 157 TOTAL<br>117 STANDARD / 15 ADA / 25 COMPACT (16%) |

- VARIANCES/WAIVERS :**
- PREVIOUSLY APPROVED VARIANCES  
(A). TO ALLOW A 10 FOOT LANDSCAPE BUFFER ALONG THE RIGHTS OF WAY INSTEAD OF A 20 FOOT BUFFER REQUIRED BY THE LAND DEVELOPMENT CODE, SECTION 118-37  
(B). TO ALLOW FOR A MAXIMUM RETAINING WALL HEIGHT OF 12 FEET INSTEAD OF 6 FEET REQUIRED BY THE LAND DEVELOPMENT CODE, SECTION 94-195
  - TO ALLOW FILL AND CUT TO EXCEED 15 FEET MAXIMUM REQUIRED BY CITY CODE.  

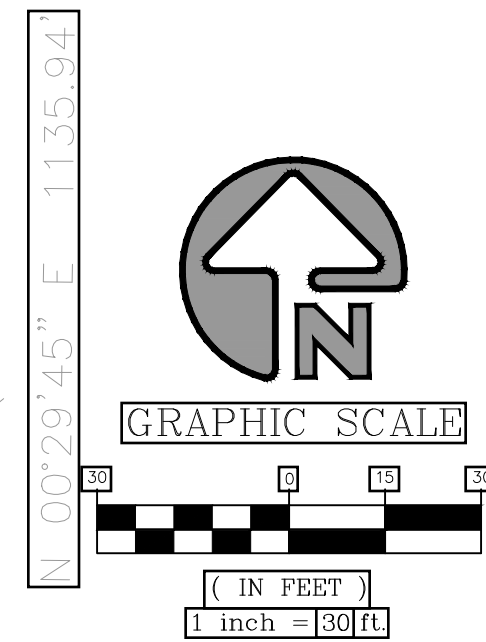
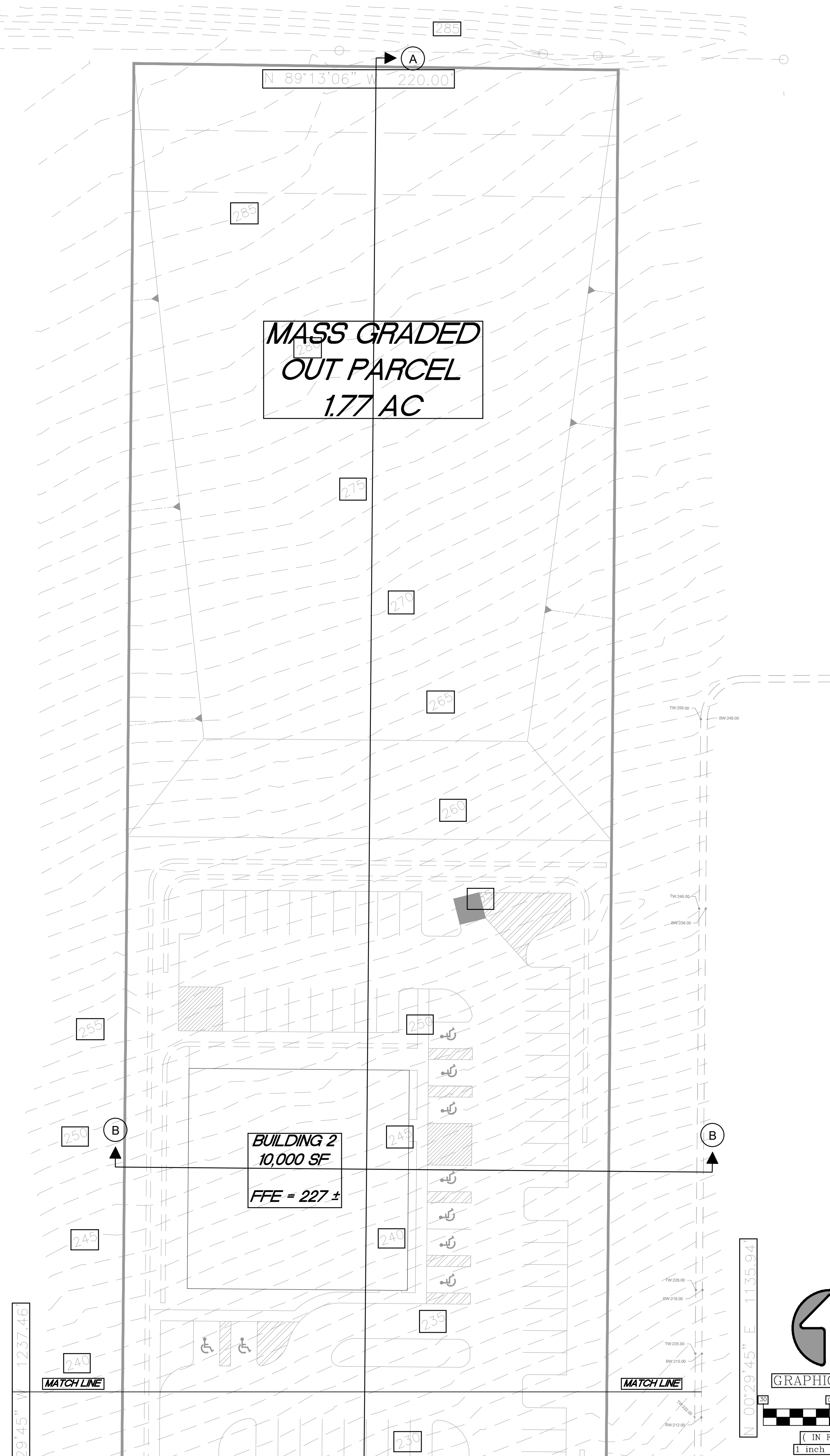
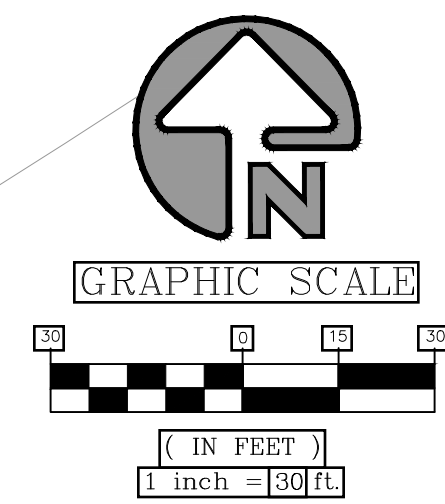
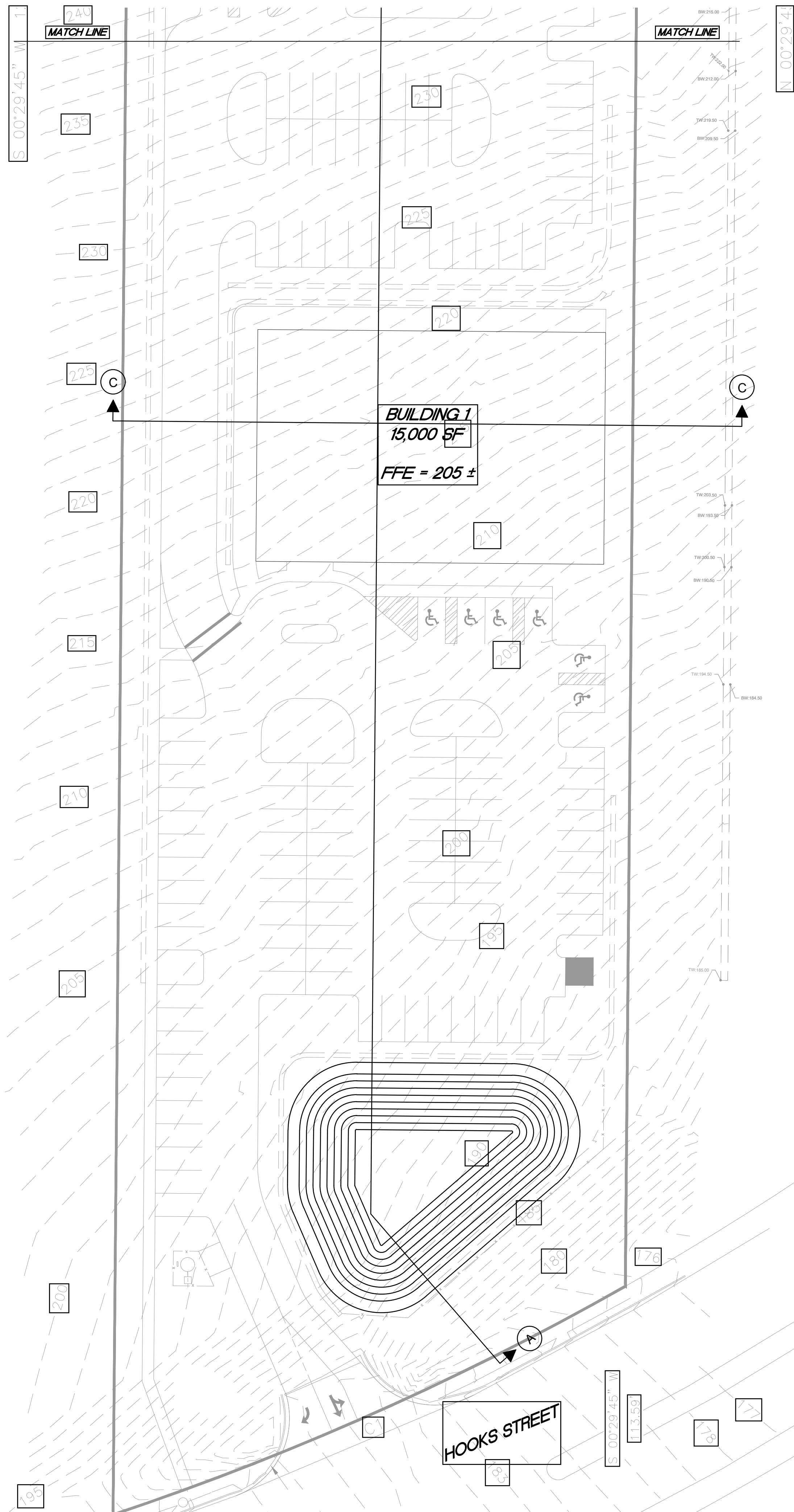
AREA OF SITE EXCEEDING 15 FEET OF FILL (10% OF SITE)

AREA OF SITE EXCEEDING 15 FEET OF CUT (13% OF SITE)
  - TO ALLOW 30% OF ONSITE PARKING SPACES TO BE COMPACT PARKING SPACES WITH A DIMENSION OF 9'x18' MINIMUM.

| LEGEND                                     |
|--------------------------------------------|
| (C) - COMPACT PARKING SPACES (9'x18' MIN.) |

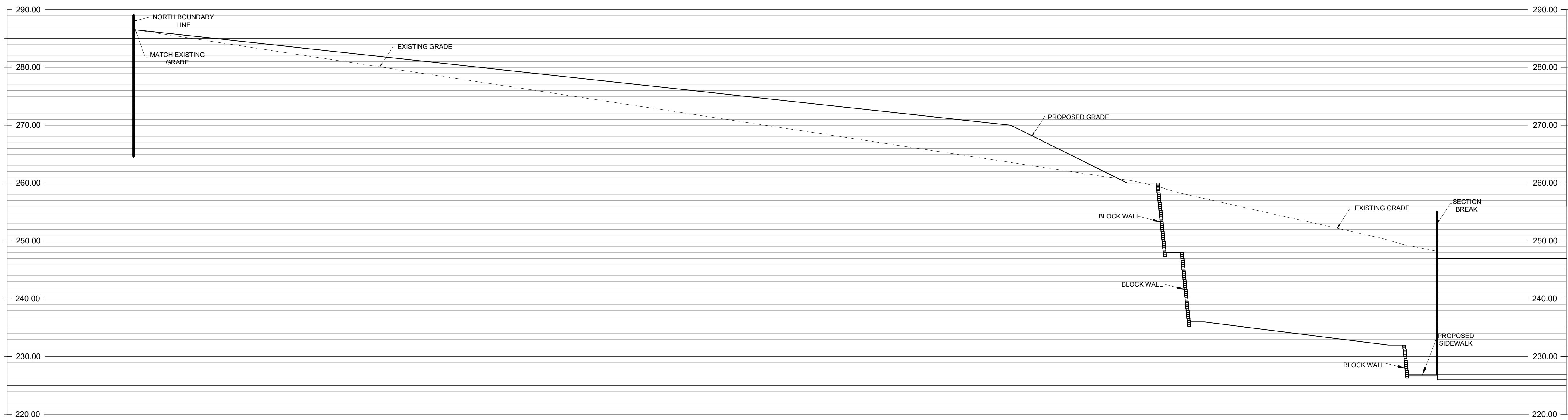
|                                                                                                                                       |             |      |      |
|---------------------------------------------------------------------------------------------------------------------------------------|-------------|------|------|
| APP'D BY                                                                                                                              | DESCRIPTION | REV. | DATE |
|                                                                                                                                       |             |      |      |
| CVCFL MOB/SURGERY CENTER                                                                                                              |             |      |      |
| CONCEPTUAL SITE PLAN                                                                                                                  |             |      |      |
|                                                  |             |      |      |
| HIGHLAND ENGINEERING, INC.<br>1172 S. GRAND HWY.<br>Germant, Florida 34711<br>Office 407-275-7877<br>Fax 407-275-7901<br>CA No. 27612 |             |      |      |
| JOB No.: GDL-004                                                                                                                      |             |      |      |
| DESIGNED BY: J.B.                                                                                                                     |             |      |      |
| DRAWN BY: J.O.                                                                                                                        |             |      |      |
| APPROVED BY: J.B.                                                                                                                     |             |      |      |
| DATE: 1-25-2024                                                                                                                       |             |      |      |
| SHEET: 1                                                                                                                              |             |      |      |





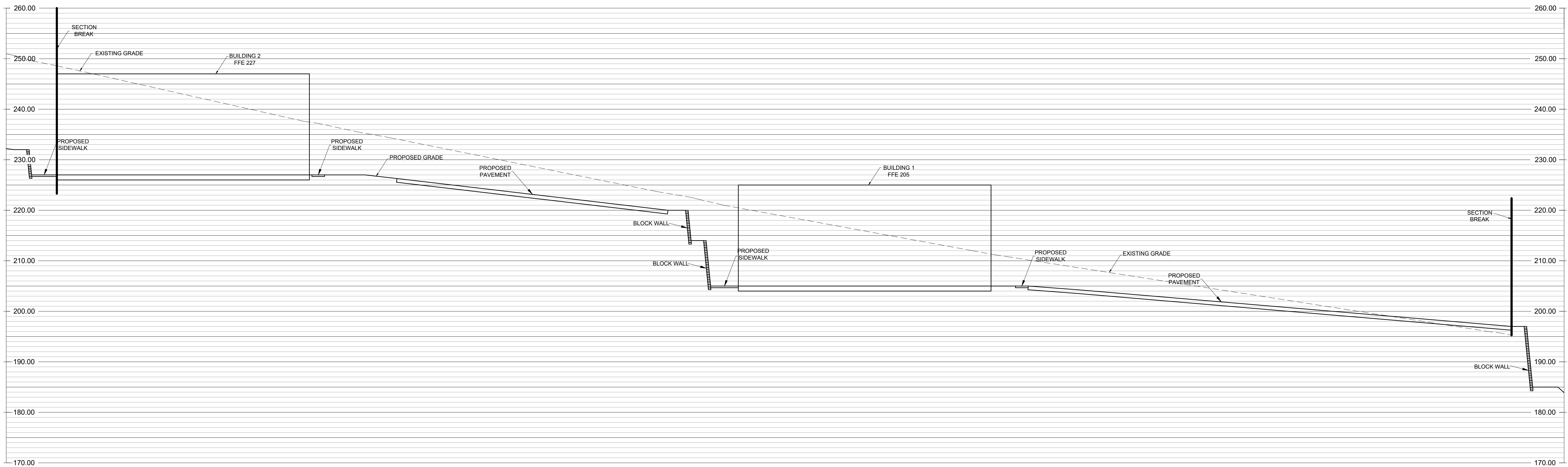
|                                                                                                                                       |         |
|---------------------------------------------------------------------------------------------------------------------------------------|---------|
| CVCFL MOB/SURGERY CENTER                                                                                                              |         |
| GRADING PLAN                                                                                                                          |         |
|                                                  |         |
| HIGHLAND<br>ENGINEERING, INC.<br>1172 S. GRAND HWY.<br>GARDEN, TEXAS 75741<br>Office 401-215-7671<br>Fax 401-215-7801<br>CA No. 27612 |         |
| JOB No. 1                                                                                                                             | GUL-004 |
| DESIGNED BY J.B.                                                                                                                      |         |
| DRAWN BY J.Q.                                                                                                                         |         |
| APPROVED BY J.B.                                                                                                                      |         |
| DATE 1-25-2024                                                                                                                        |         |
| SHEET C300                                                                                                                            |         |





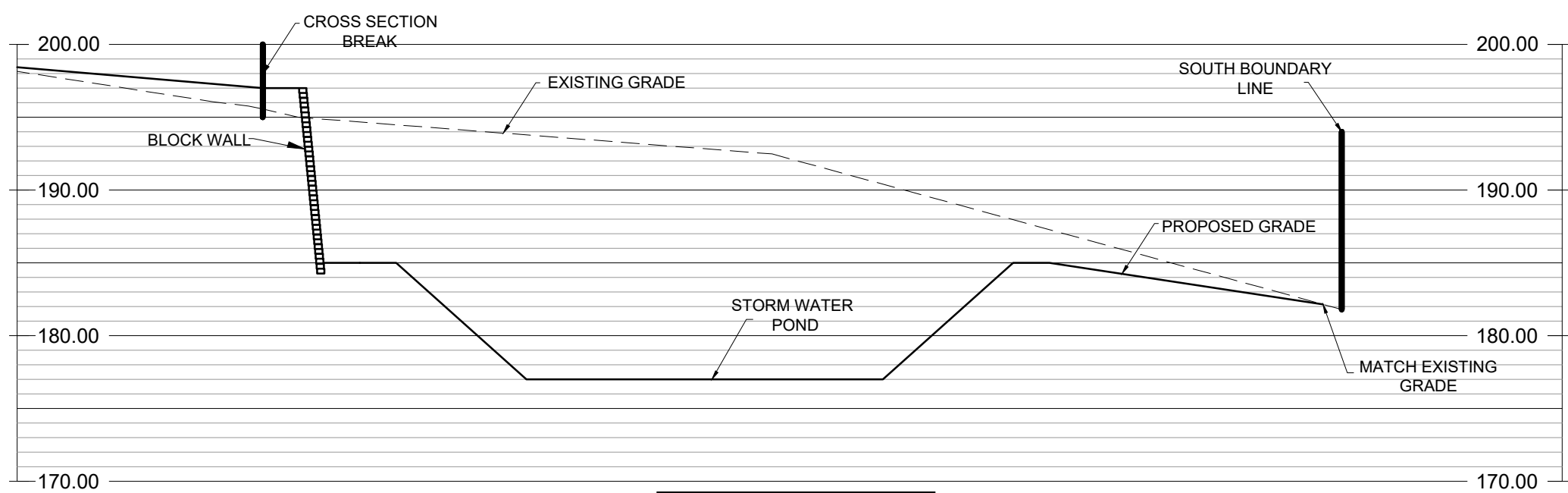
SECTION "A-A"

SCALES:  
1" = 20' HORIZ  
1" = 10' VERT



SECTION "A-B"

SCALES:  
1" = 20' HORIZ  
1" = 10' VERT



SECTION "A-C"

SCALES:  
1" = 20' HORIZ  
1" = 10' VERT

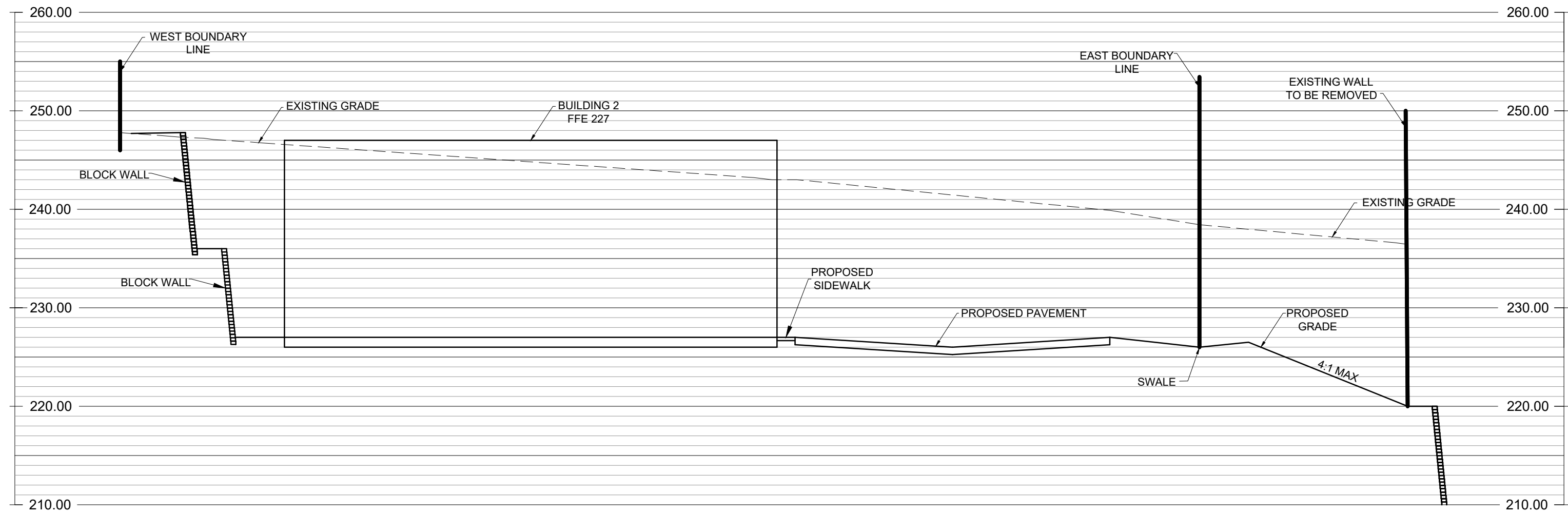
CVCFL MOB/SURGERY CENTER

SECTIONS

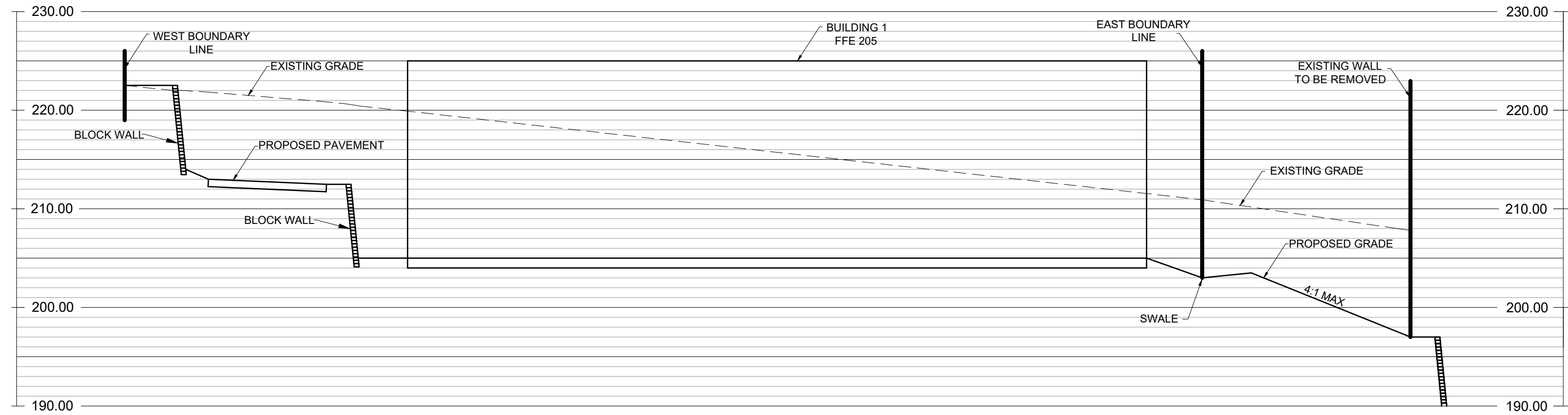


|              |           |
|--------------|-----------|
| JOB No.:     | GUL-004   |
| DESIGNED BY: | J.B.      |
| DRAWN BY:    | J.D.      |
| APPROVED BY: | J.B.      |
| DATE:        | 1-25-2024 |
| SHEET:       | C303      |





SCALES:  
1" = 20' HORIZ.  
1" = 10' VERT.



SCALES:  
1" = 20' HORIZ.  
1" = 10' VERT.

CVCFL MOB/SURGERY CENTER

SECTIONS



|             |           |
|-------------|-----------|
| JOB No.     | GUL-004   |
| DESIGNED BY | J.B.      |
| DRAWN BY    | J.D.      |
| APPROVED BY | J.B.      |
| DATE        | 1-25-2024 |
| SHEET       | C303      |



HIGHLAND ENGINEERING, INC.

**CVCFL Clermont, LLC  
Highway 50 Commercial Property  
Parcel Id: 09-22-261205-022-000000 (Alt Key: 1648246)**

**Project Summary and Variance Justification Statement**

The subject property is a vacant 6.02 acres property located on the south side of State Road 50 and north side of Hooks Street, between Citrus Tower Boulevard and Miss Florida Avenue. The dimensions of the property are 220 feet wide by 1,238 feet deep and has a grade ranging from elevation 288' down to elevation 177', a vertical difference of 111'. CVCFL, LLC, the property owner, would like to develop a medical office building and ambulatory surgical center (ASC) on the subject property. The current zoning of the property, C-2 Commercial, which is compatible with the proposed use of the property.

The small width of the subject property combined with the existing grade elevation changes create several challenges and hardships for develop of the subject property. These challenges and hardships were recognized and address in a prior variance application for the subject property, which was previously approved by the City Council on March 14, 2017, see previous variance approval letter attached. The previously approved variances are as follows:

The City Council of the City of Clermont approved the following variances at their regular scheduled meeting held on Tuesday, March 14, 2017.

- (1) To allow a 10 foot landscape buffer along rights of way instead of a 20 foot buffer as required by the Land Development Code, Section 118 – 37 (current code Section 123-43).
- (2) To allow for a maximum retaining wall height of 12 feet instead of 6 feet as required by the Land Development Code, Section 94-195 (current code Section 105-80).

These previously approved variances have expired, and the applicant is seeking approval to renew these variances along with two additional variances which are needed in order to adequately address the development constraints of the subject property.

The additional variances requested are as follows:

- (3) To allow for greater than 15' cut and/or fill to a maximum of 25' instead of the 15' maximum as required by Land Development Code, Section 105-80.
- (4) To allow for up to 30% of the required parking to be 9' wide x 18' deep instead of 10' wide x 20' deep as required by Land Development Code, Section 115-3.

It should also be noted, that adjacent developments have been approved for similar variances due to the same hardships and challenges associated with the subject property. The four (4) variances noted above represent the minimum number of variances needed in order to adequately address the numerous design challenges associated with the subject property. The applicant is seeking favorable approval from staff and the city council in order to proceed with development.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeffery W. Banker', is written over a horizontal line. Below the signature, the name 'Jeffery W. Banker, P.E.' is printed in a standard font.

Jeffery W. Banker, P.E.



DEVELOPMENT SERVICES  
352-394-4083

March 21, 2017

Silver Fox  
Dale Ladd  
1135 East Ave.  
Clermont, FL 34711

Re: Silver Fox Variance request

Dear Mr. Ladd,

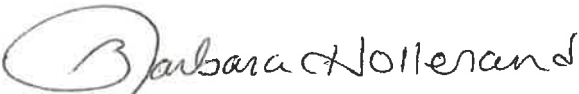
The City Council of the City of Clermont approved your variance request at their regular scheduled meeting held on Tuesday, March 14, 2017.

- (1) To allow a 10 foot landscape buffer along rights of way instead of a 20 foot buffer as required by the Land Development Code, Section 118 – 37
- (2) To allow for a maximum retaining wall height of 12 feet instead of 6 feet as required by the Land Development Code, Section 94-195

Construction must begin within two (2) years from approval of the variance request.

If you have any questions, please feel free to contact Development Services at 352-394-4083 Ext. 7598.

Sincerely,

  
Barbara Hollerand  
Development Services Director



CITY OF CLERMONT  
**VARIANCE**  
**APPLICATION**

|                                                                                                                                                                                                                                                                                                                                                      |  |                       |                                  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------|----------------------------------|
| <b>DATE</b> 12-14-2023                                                                                                                                                                                                                                                                                                                               |  | <b>FEE:</b> \$ 600    |                                  |
| <b>Project Name (if applicable)</b> CVCFL - Medical Office and Surgery Center                                                                                                                                                                                                                                                                        |  |                       |                                  |
| <b>Applicant</b> CVCFL, LLC                                                                                                                                                                                                                                                                                                                          |  |                       |                                  |
| <b>Contact Person</b> Mark J. Graff                                                                                                                                                                                                                                                                                                                  |  |                       |                                  |
| <b>Address</b> 889 E Anderson Rd                                                                                                                                                                                                                                                                                                                     |  | <b>City</b> Groveland | <b>State</b> FL <b>Zip</b> 34736 |
| <b>Telephone</b> 352-516-1580                                                                                                                                                                                                                                                                                                                        |  | <b>Fax</b>            |                                  |
| <b>Email</b> mgraфф@graффholdings.com                                                                                                                                                                                                                                                                                                                |  |                       |                                  |
| <b>OWNER INFORMATION</b> <input type="checkbox"/> (Check box if information is same as Applicant)                                                                                                                                                                                                                                                    |  |                       |                                  |
| <b>Owner's Name</b> Same as above                                                                                                                                                                                                                                                                                                                    |  |                       |                                  |
| <b>Owner Address</b>                                                                                                                                                                                                                                                                                                                                 |  | <b>City</b>           | <b>State</b> <b>Zip</b>          |
| <b>Telephone</b>                                                                                                                                                                                                                                                                                                                                     |  | <b>Email</b>          |                                  |
| <b>PROPERTY INFORMATION</b>                                                                                                                                                                                                                                                                                                                          |  |                       |                                  |
| <b>Address of Subject Property</b>                                                                                                                                                                                                                                                                                                                   |  | <b>City</b>           | <b>State</b> <b>Zip</b>          |
| Parcel Identification Number: 09-22-261205-022-00000                                                                                                                                                                                                                                                                                                 |  | Clermont              | FL 34711                         |
| <b>General Location</b><br>The property is located on the south side of State Road 50 and north side of Hooks Street, between Citrus Tower Boulevard and Miss Florida Avenue. The dimensions of the property are 220 feet wide by 1,238 feet deep and has a grade ranging from elevation 288' down to elevation 177', a vertical difference of 111'. |  |                       |                                  |
| <b>Legal Description &amp; Alternate Key (include copy of survey)</b><br>Parcel Identification Number: 09-22-261205-022-00000<br>See Warranty Deed for Legal Description                                                                                                                                                                             |  |                       |                                  |
| <b>Land Use (City verification required)</b> Commerical                                                                                                                                                                                                                                                                                              |  |                       |                                  |
| <b>Zoning (City verification required)</b> C-2                                                                                                                                                                                                                                                                                                       |  |                       |                                  |





## 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:**  
Section 105-80, Section 115-3 and Section 123-43

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

Develop a medical office and surgery center on 6.0 acres on the subject property. The dimensions of the property are 220 feet wide by 1,238 feet deep and grade changes ranging from elevation 288' down to elevation 177', a vertical difference of 111'.

**How does the Code create a hardship?**

The vertical grade changes and dimensions of the subject property significantly limit the ability to provide required parking and accessible access for the proposed medical office and surgery center buildings.

**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;  
Adjacent property owners have received approval from city council for similar variances due to the hardships created by the grade changes associated with the surrounding properties.
- (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;  
Adjacent property owners have received approval from city council for similar variances due to the hardships created by the grade changes associated with the surrounding properties. The City Council of the City of Clermont approved similar variances for the subject property on Tuesday, March 14, 2017, however, those variances have expired.
- (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;  
If the variances were to be denied, the subject property would not be able to develop to the highest and best use of the land.





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.

Jeffery W. Banker  
Applicant Name (print)

[Signature]  
Applicant Name (signature)

MARK J. GRAFF  
Owner Name (print)

[Signature]  
Owner Name (signature)

**NOTICE**

**IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A DELAY IN PROCESSING AND WILL NOT BE SCHEDULED UNTIL SUCH CORRECTIONS ARE MADE. APPLICATION FOR VARIANCE DOES NOT GUARANTEE APPROVAL. THE APPLICANT MUST BE PRESENT AT ANY MEETINGS TO JUSTIFY AND SUPPORT THE REQUEST.**

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** **FILING INSTRUCTIONS**

Any person requesting a Variance shall file a complete application in the Development Services Department at least thirty (30) days prior to the hearing date of the City Council. All applications must be complete, to include applicable site plans and/or other pertinent descriptive materials in order to be processed.

**A Pre-Application meeting with the Development Services Director (or designated staff) is required prior to submittal of the application. The Development Services Director shall determine if the application is complete and properly filed.**

***APPLICATION FOR VARIANCE DOES NOT GUARANTEE APPROVAL. THE APPLICANT MUST BE PRESENT AT ANY MEETINGS TO JUSTIFY AND SUPPORT THE REQUEST.***

### **Notification of Public Hearing**

All variance requests shall be considered at public hearings, which shall be noticed as follows:

- (1) The City shall send notice of the proposed variance to the owners of all adjoining properties to the subject property. Such notice shall include the date, time, and place of the public hearing before the City Council, along with a clear and concise description of the proposed variance. For the purposes of such notification, adjoining properties shall include those properties within 150 feet of the subject property even when separated from the subject property by a road, canal, easement, right-of-way or similar barrier.
- (2) Notice of public hearing shall be published in a newspaper of general circulation within the City no less than five (5) days prior to the date set for hearing the variance request.

### **Conditions of Approval and Denial**

- (1) When any variance is granted, construction of the structure or other variance item must be started within one year from the date the variance is granted. It shall be the obligation of the owner to file written notice with the Administrative Official and the Development Services Director that he has begun the proposed construction. If no such notice is filed, the variance shall automatically lapse.
- (2) A variance in the zoning regulations may be transferred along with the transfer of the property ownership, but only for the specific use and approved plan originally granted.
- (3) Variance requests which have been denied may not be resubmitted for a period of one (1) year.



## CITY OF CLERMONT **VARIANCE** FILING INSTRUCTIONS

### ***Check List***

The following information shall be provided:

- ☒          Proof of ownership (i.e. Lake County Property record card, tax receipt, or deed.)
- ☒          Legal description of the property – may be on information above.
- ☒          Plot plan (drawn to scale) of the property involved showing the location of existing buildings or structures and the location of proposed buildings or structures which specifically delineates and illustrates the extent of the variance request. Maximum size for plans is 11" x 17" (two full size copies for detail as needed, depending on the Variance).
- ☒          A written justification based on Sec. 86-174, which explains the conditions and circumstances of the alleged hardship and the necessity of the action. Staff will review the application based on the review criteria. Therefore, it is in the applicant's best interest to submit the application with those five (5) items in mind to justify the variance request.
- ☒          Visual aids that may clarify the variance request such as overhead projections, large scale drawings, etc. A location map must be included that identifies the location of the property. These will be presented by the applicant at the public hearing.
- ☒          The original application and all supplemental materials. All materials can be submitted in PDF format on a CD or via email to [planning@clermontfl.org](mailto:planning@clermontfl.org)
- ☒          Fee: \$300.<sup>00</sup> plus advertisement for existing single-family residential.  
\$600.<sup>00</sup> plus advertisement for all others.

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



#### **ARTICLE IV. VARIANCES**

##### **Sec. 86-171. Permitted variances; exclusions.**

*Hardship relief.* A hardship may exist in which the strict application of one or several requirements of this land development code would render a parcel incapable of reasonable use. Specified provisions set forth in this land development code or in the development standards may be waived when, because of the particular physical shape, surroundings or topographical condition of the property, compliance would result in a particular hardship upon the owner. A hardship is distinguished from a mere inconvenience or a desire to increase monetary gain.

- (b) *Exclusions.* Requests for variances from requirements of the land development code shall generally be considered for those provisions which regulate proposed site development and the requirements applicable to existing development. The following request for variances shall not be considered?
- (1) Requests for variances to the adopted comprehensive plan.
  - (2) Requests for variances to permit a use which is not allowed as a permitted use or as a conditional use within the specific zoning district.
  - (3) Requests for variances to permit the expansion of a nonconforming use of any land or structure, or the continuance of any nonconforming use which has ceased by discontinuance or abandonment for a period of one year, or the reestablishment of a nonconforming building which has been destroyed or damaged by fire, explosion or act of God or in another manner to the extent of 50 percent or more of its assessed valuation.
- (c) *Final decision.* Final determination of a hardship relief decision is vested in the city council sitting as the board of adjustment as provided for in this article.

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

##### **Sec. 86-172. Application.**

##### **Sec. 86-173. Notice of public hearing.**



**Sec. 86-174. Review criteria and findings.**

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

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

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

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

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

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



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

|                           |            |
|---------------------------|------------|
| <b>Date:</b>              | 01/18/2024 |
| <b>Order Number:</b>      | 9757389    |
| <b>Prepayment Amount:</b> | \$ 0.00    |

|                          |         |
|--------------------------|---------|
| <b>Column Count:</b>     | 1.0000  |
| <b>Line Count:</b>       | 56.0000 |
| <b>Height in Inches:</b> | 0.0000  |

## Print

| Product                 | #Insertions | Start - End             | Category            |
|-------------------------|-------------|-------------------------|---------------------|
| LEE Daily Commercial    | 1           | 01/29/2024 - 01/29/2024 | Govt Public Notices |
| LEE dailycommercial.com | 1           | 01/29/2024 - 01/29/2024 | Govt Public Notices |

As an incentive for customers, we provide a discount off the total order cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and save!

|                                          |          |
|------------------------------------------|----------|
| Total Cash Order Confirmation Amount Due | \$98.48  |
| Service Fee 3.99%                        | \$3.93   |
| Cash/Check/ACH Discount                  | -\$3.93  |
| Payment Amount by Cash/Check/ACH         | \$98.48  |
| Payment Amount by Credit Card            | \$102.41 |

|                                  |                |
|----------------------------------|----------------|
| <b>Order Confirmation Amount</b> | <b>\$98.48</b> |
|----------------------------------|----------------|

## 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, February 13, 2024 at 6:30pm for the following four (4) variances: (1) To allow for a retaining wall height to exceed the 6 foot maximum permitted by the code, Section 125-521, (2) To allow for a reduced landscape buffer width instead of the requirements for Section 123-43, (3) To allow the number of compact parking spaces to exceed the maximum permitted by Section 115-6, and (4) To allow for the maximum depth of cut and fill grading to exceed the 15 foot requirements for Section 105-80, for property located in the C-2 General Commercial zoning district, at the following location:

### LOCATION

Vacant parcel located on the south side of State Road 50 and North side of Hooks Street  
(Alternate Key #1648246)

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.

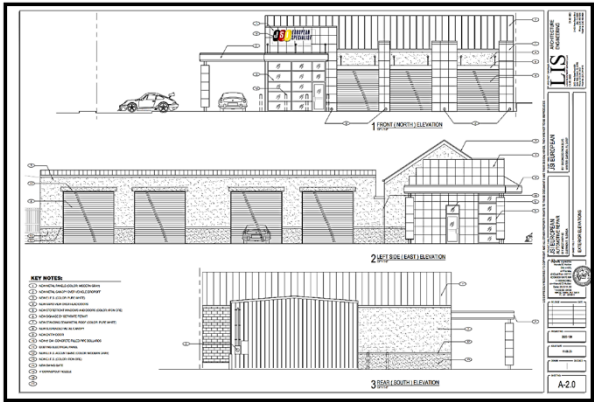
Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made. Persons with disabilities who need assistance should contact the City Clerk's office,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

Tracy Ackroyd Howe  
City Clerk, MMC

Daily Commercial  
January 29, 2024

#9757389 1/29/2024

# AGENDA ITEM

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                    |                                |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|--------------------------------|
| <b>Meeting Date</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                    |                                |
| Tuesday, February 13, 2024                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                    |                                |
| <b>Agenda Item Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                    |                                |
| Resolution No. 2024-003R<br><i>JSI European Auto Repair CUP</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                    |                                |
| <b>Requested Action</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                    |                                |
| Recommend approval of Resolution No. 2024-003R.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                    |                                |
| <b>Staff Report</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                    |                                |
| <p>The applicant is requesting to amend a Conditional Use Permit (Resolution No. 2010-08) to allow for a covered drop-off and remodel of the existing automotive repair and detail business. The property is located in the C-1 Light Commercial zoning district with a Commercial Future Land Use designation. The Land Development Code, Section 125-313, requires a Conditional Use Permit for any automotive services business in the C-1 zoning district.</p>  <p>The building was constructed in 1961, when the code requirements were different and any improvements or changes would require compliance with the current codes. The applicant is proposing to add a covered vehicle drop off area and remodel the existing facade, which is considered an enhancement to the existing site and will be designed with decorative architectural features that are compatible with the existing development pattern to provide a more positive visual ambiance that promotes quality commercial development.</p> <p>When evaluating a request for a Conditional Use Permit, the Land Development Code, Section 101-212 requires specific development standards 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. 2024-003R. <i>Planning and Zoning Commission recommended approval, 7-0.</i></p> |                                    |                                |
| <b>Additional Analysis</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                    |                                |
| <b>Fiscal Impact Summary</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                    |                                |
| None.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                    |                                |
| <b>Fiscal Impact</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>Fund Number and Description</b> | <b>Available Budget Amount</b> |
| <b>Exhibits Attached</b> (copies of original agreements)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                    |                                |

|    |                                    |                                        |
|----|------------------------------------|----------------------------------------|
| 1. | 2024-003R                          | 2024-003R.pdf                          |
| 2. | LOCATION MAP                       | LOCATION MAP.pdf                       |
| 3. | Survey                             | Survey.pdf                             |
| 4. | Site Plan                          | Site Plan.pdf                          |
| 5. | JSI European - Existing Conditions | JSI European - Existing Conditions.pdf |
| 6. | Exterior Conditions                | Exterior Conditions.pdf                |
| 7. | Application                        | Application.pdf                        |
| 8. | Legal Ad                           | Legal Ad.pdf                           |



*CITY OF CLERMONT*  
**RESOLUTION NO. 2024-003R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR THE EXPANSION AND REMODEL OF AN EXISTING AUTOMOTIVE SERVICE AND REPAIR SHOP BUILDING IN THE C-1 LIGHT COMMERCIAL ZONING DISTRICT PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.**

**WHEREAS**, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida, at a meeting held on February 6, 2024 recommended approval of this Conditional Use Permit to allow for the expansion and remodel with a covered pick up and drop off area for the existing automotive repair building and service center, at the following location:

**LOCATION:**  
611 West Highway 50  
(Alternate Key 1613728)

**WHEREAS**, from the evidence presented at the public hearing and after consideration of the factors set forth in Sec. 101-212 (c) 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 the expansion and remodel with a covered drop off and pick up area for the existing automotive service repair shop in the C-1 Light Commercial zoning district, be granted subject to the following conditions:

**SECTION 1: GENERAL CONDITIONS**

1. The conditions as set forth in this Conditional Use Permit shall be legally binding upon any heirs, assigns and successors in title or interest.
2. Upon approval of the resolution the aforementioned property shall only be used for the purposes described herein. No further expansion of the use or additions to this project shall be permitted except as approved by another Conditional Use Permit. Any other proposed use shall be specifically authorized by amendment and approval of the City of Clermont City Council.





*CITY OF CLERMONT*  
**RESOLUTION NO. 2024-003R**

3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.
4. Prior to the issuance of any permits, the applicant shall be required to submit formal site plans for review and approval by the City of Clermont Site Review Committee. The site plans shall meet all submittal requirements and comply with the conditions of this Resolution, applicable City Codes, Regulations, Ordinances, and provide compliance with the adopted City Comprehensive Plan, as amended.
5. No business can occupy any portion of the building unless the proposed business has applied for and obtained a Local Business Tax Receipt from the Development Services Department.
6. The Conditional Use Permit must be executed and processed through the office of the City Clerk within 90 days of its date of grant by the City Council or the permit shall become null and void.
7. The Applicant shall record in the Public Records of Lake County within 90 days of its date of approval by the City Council, a short-form version of this Conditional Use Permit as provided by the City or a form acceptable to the City, to provide notice to all interested parties, the assigns, successors and heirs of the developer/applicant and all future owners of the above-referenced property that the real property described above is subject to the terms and conditions of the Conditional Use Permit.
8. The structure shall be inspected by the Fire Marshal for life safety requirements. All requirements must be met prior to any Certificate of Occupancy being issued.
9. The structure shall be inspected by the City Building Inspector and all building code violations must be corrected prior to a Certificate of Occupancy being issued.
10. If any of the stated conditions are violated, the applicant understands and agrees that the City Council may revoke this Conditional Use Permit by resolution.
11. This permit shall become null and void if substantial 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.



*CITY OF CLERMONT*  
**RESOLUTION NO. 2024-003R**

**SECTION 2: LAND USES AND SPECIFIC CONDITIONS**

1. This Conditional Use Permit is to allow for the expansion and remodel of the existing building with a covered pick up and drop off area for the automotive service repair shop in the C-1 Light Commercial zoning district.
2. The property shall be developed in substantial accordance with the Preliminary Conceptual Site Plan prepared by Land Development Services, LLC, and dated 11/02/2023 (Exhibit A). The conceptual plan submitted with the Conditional Use Permit application is not an approved site plan. Formal construction plans incorporating all conditions stated in this Permit shall be submitted for review and approved by the Site Review Committee prior to the issuance of a Zoning Clearance or other development permits. The site will be developed to meet the City's Architectural Standards and Land Development Codes.
3. The site may also be used for any permitted use in the C-1 Light Commercial zoning district. All uses must adhere to the requirements of the Land Development Code.
4. No outside storage will be allowed. Any outside storage shall be completely enclosed and screened from public view and any public streets. All enclosures shall be designed to be compatible and complement the architecture color and materials of the primary building.
5. In the event the operation of the use as authorized herein results in three (3) documented violations of City Code Chapter 34, Article II, "Noise" as may be amended or revised, in any thirty (30) consecutive- day period as verified by staff, this conditional use permit shall be presented to the City Council for consideration of further conditions or revocation of this conditional use permit.
6. The use as authorized herein shall be limited to operation Monday thru Sunday during the hours of 7:00 a.m. to 7:00 p.m.

**SECTION 3: CONFLICT**

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

**SECTION 4: SEVERABILITY**

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



*CITY OF CLERMONT*  
**RESOLUTION NO. 2024-003R**

**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. 2024-003R**

**DONE AND RESOLVED** by the City Council of the City of Clermont, Lake County, Florida, this 13th day of February, 2024.

**CITY OF CLERMONT**

---

Tim Murry, Mayor

**ATTEST:**

---

Tracy Ackroyd Howe, MMC  
City Clerk

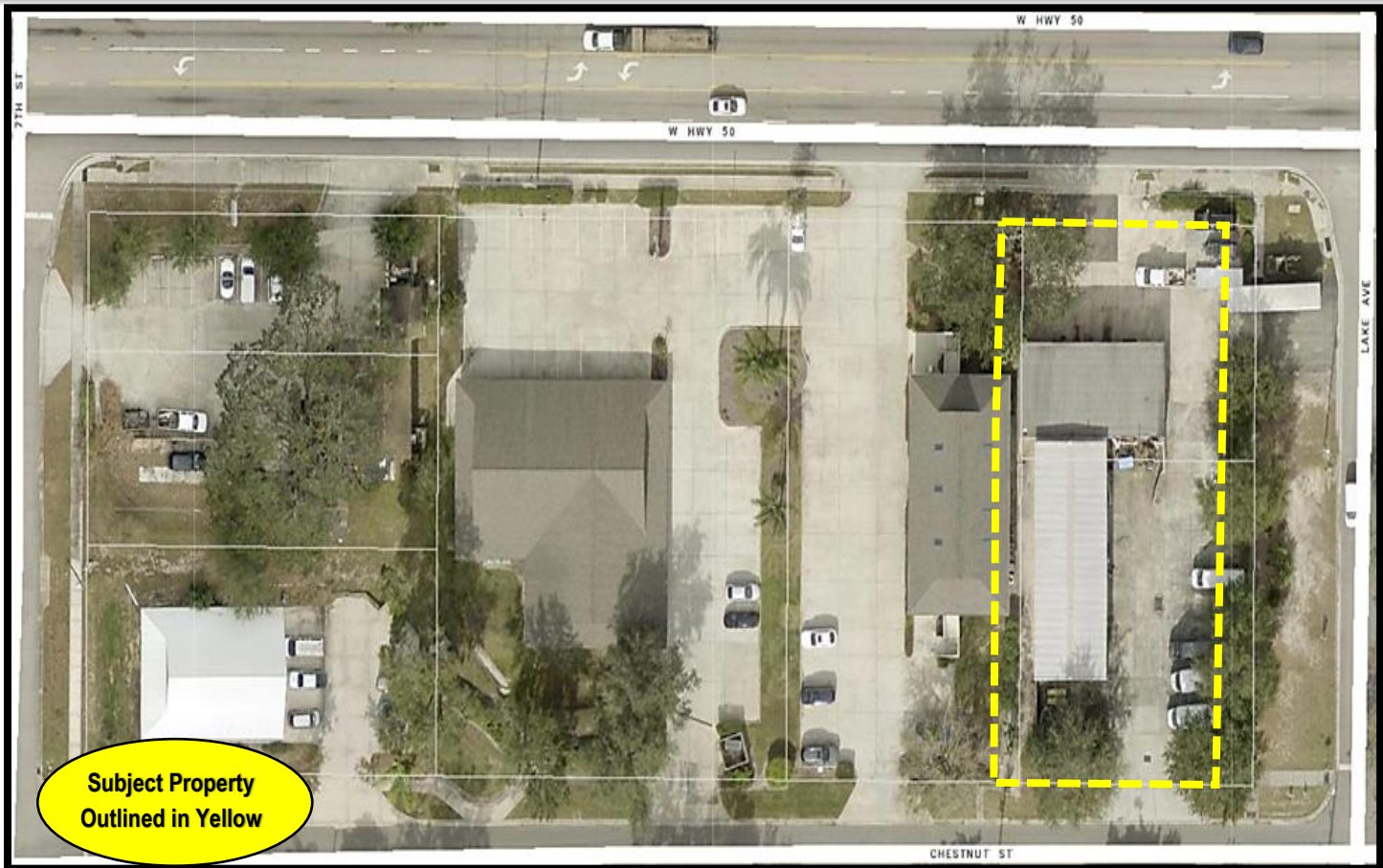
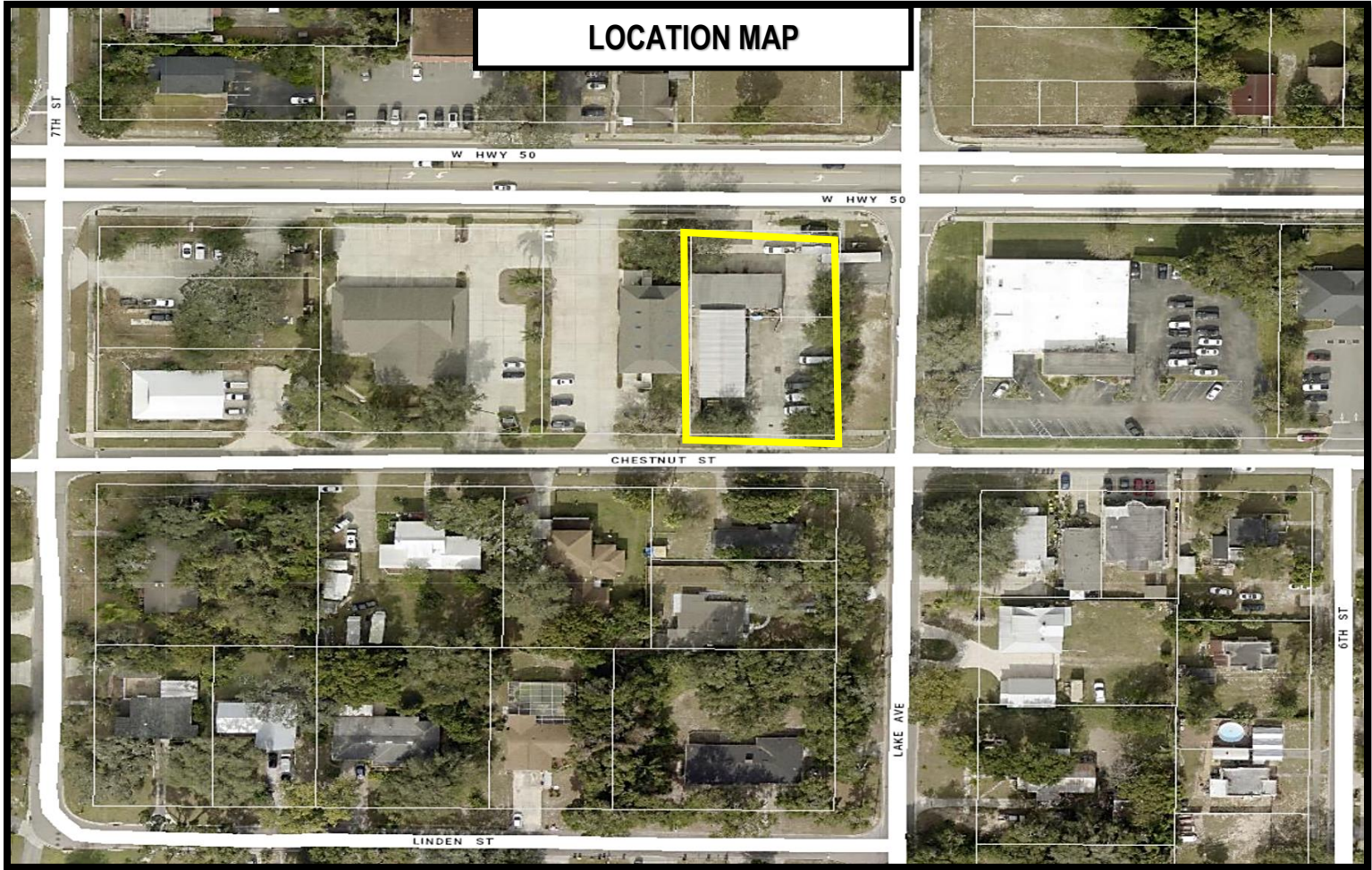
Approved as to form and legality:

---

Daniel F. Mantzaris, City Attorney









# Boundary Survey

CHESTNUT STREET

LAKE AVENUE

(R/W VARIES)

ASPHALT

(60' R/W)

ASPHALT

S 89°57'17" W 100.01'[M]  
S 90°00'00" W 100.00'[D]

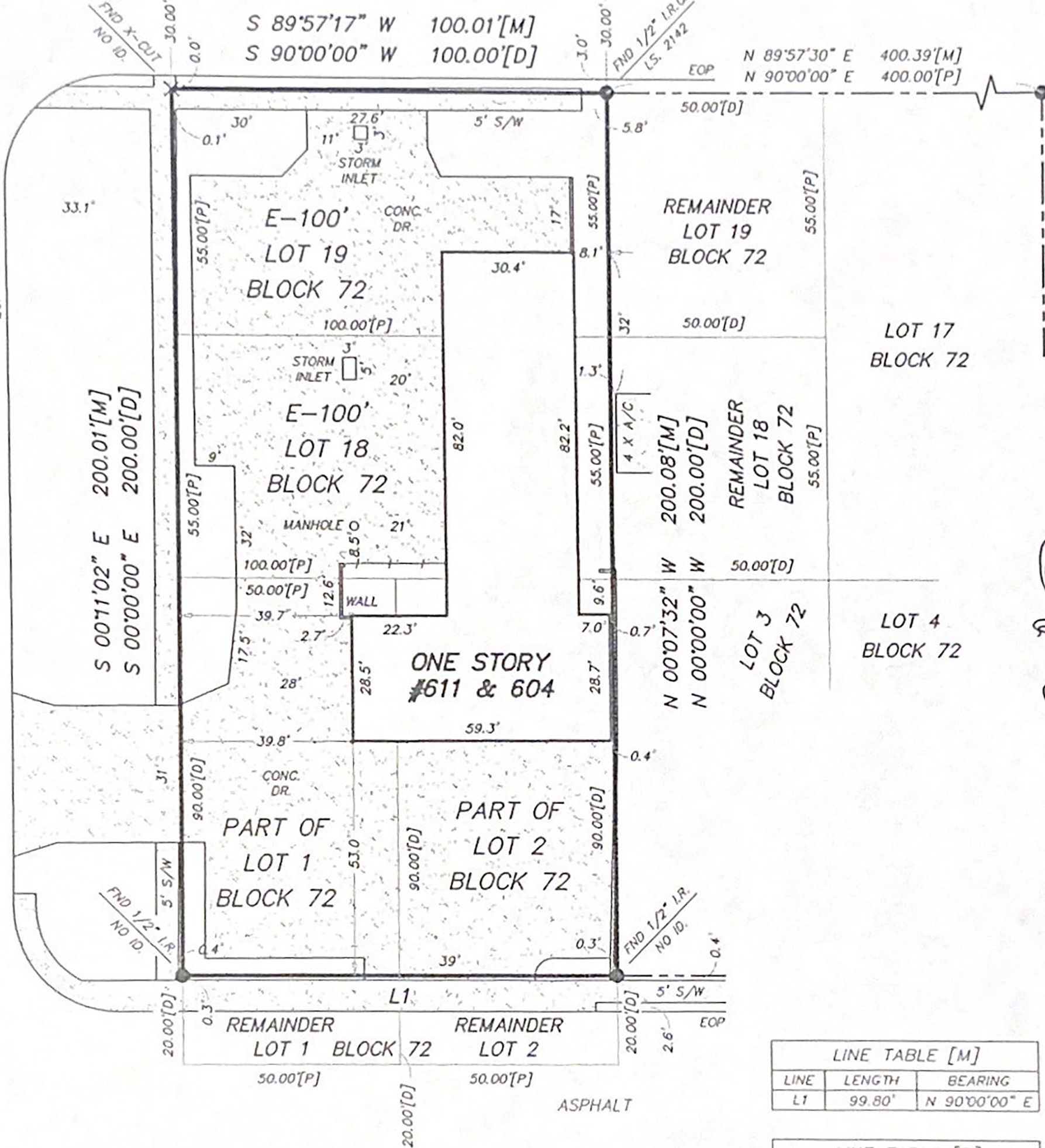
N 89°57'30" E 400.39'[M]  
N 90°00'00" E 400.00'[P]

FND 1/2" I.R.  
NO ID.

BLOCK CORNER

SEVENTH STREET

SCALE: 1"=40'



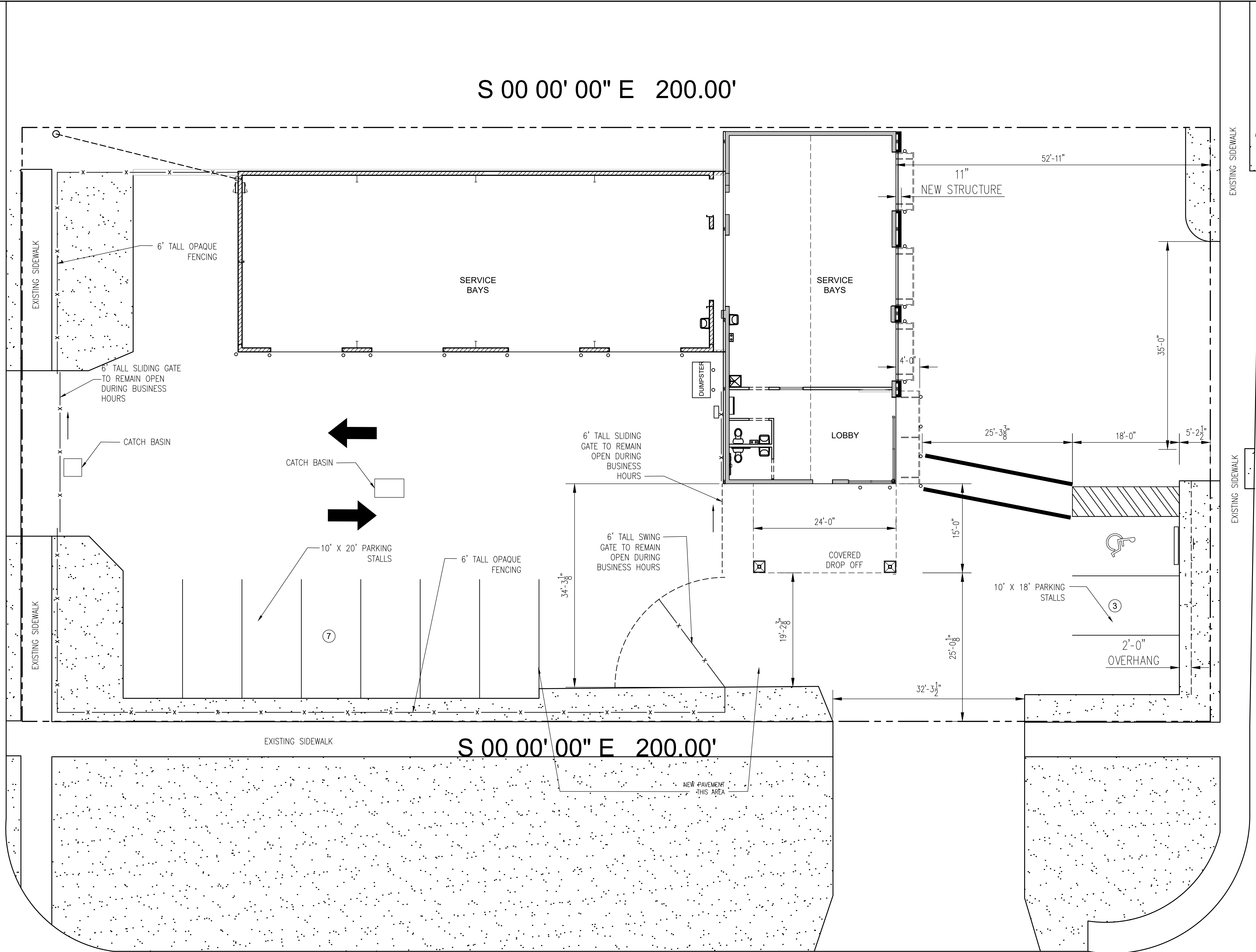
| LINE TABLE [M] |        |               |
|----------------|--------|---------------|
| LINE           | LENGTH | BEARING       |
| L1             | 99.80' | N 90°00'00" E |

| LINE TABLE [D] |         |               |
|----------------|---------|---------------|
| LINE           | LENGTH  | BEARING       |
| L1             | 100.00' | N 90°00'00" E |

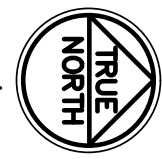
WEST HIGHWAY 50

(R/W VARIES)





1 ARCHITECTURAL SITE PLAN  
1/8" = 1'-0"



ARCHITECT / ENGINEER  
**LIS**  
LAND INVESTMENT SERVICES, LLC  
CA NO. 20005  
2572 West State Road, 405  
Suite 200  
Palm Beach, FL 33406  
Phone: (321) 244-0402  
Facsimile: (321) 244-9419

CA NO. 6853  
21430 Palm Beach Blvd  
Suite 100  
Palm Beach, FL 33409  
Phone: (321) 693-5244  
Facsimile: (321) 693-5828

CLIENT NAME  
**JSI EUROPEAN**  
611 BUSINESS PARK BLVD.  
WINTER GARDEN, FL 34787

PROJECT NAME  
**JSI EUROPEAN  
AUTOMOTIVE REPAIR**  
611 WEST HWY 50  
CLERMONT, FLORIDA

SHEET TITLE  
**SITE PLAN**

SEAL  
Digitally signed by  
Harold D Hutter  
DN: c=US, o=Florida,  
dnQualifier=A01410  
D000001847C49F11  
40006D8B2,  
cn=Harold D Hutter  
Date: 2023.11.02  
'14:17:23 -04'00  
HAROLD DANIEL HUTTER III  
FL LIC: AR98913

| RELEASE | DATE |
|---------|------|
|         |      |
|         |      |
|         |      |

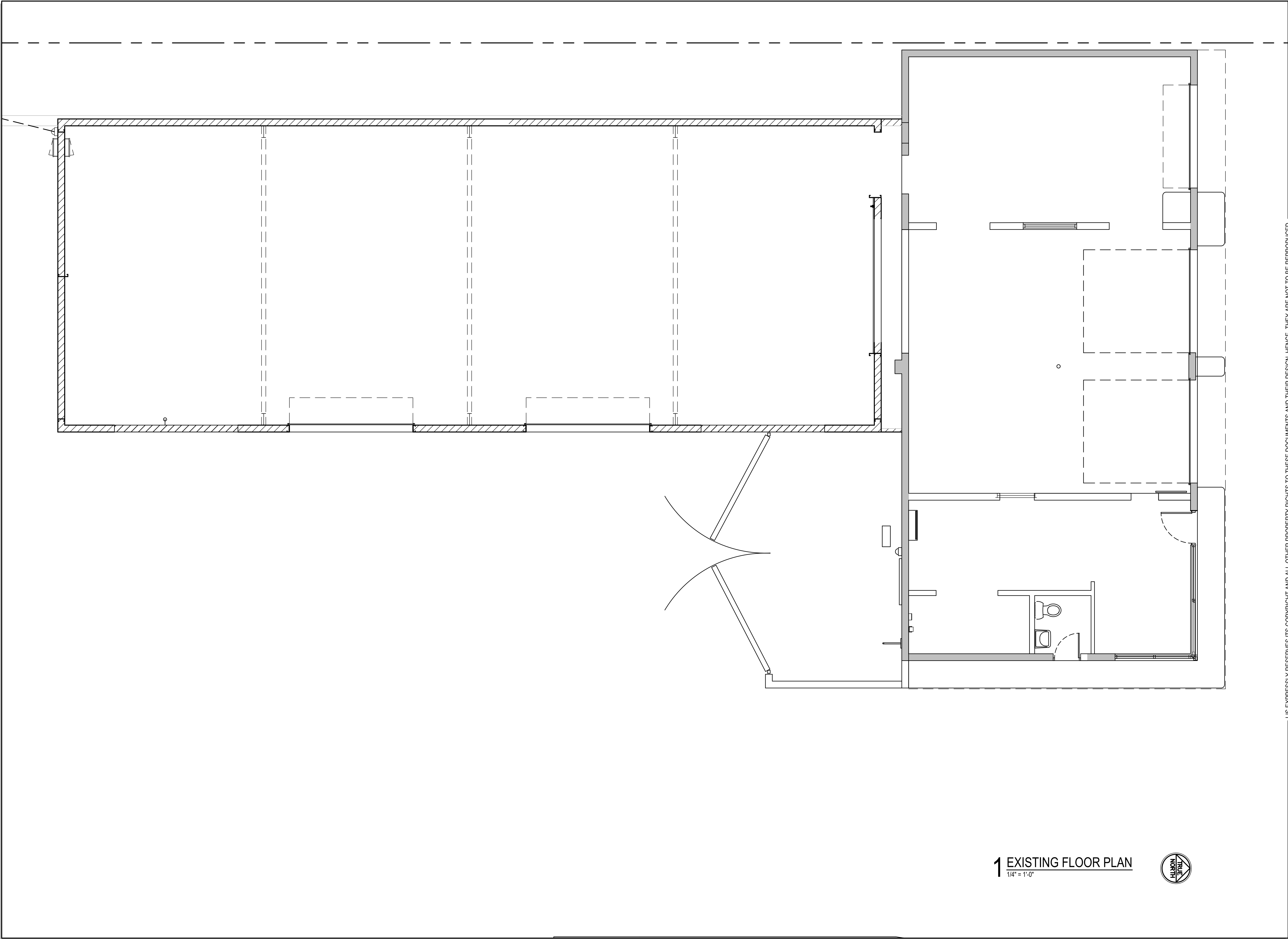
PROJECT NO.  
2023-138

ISSUE DATE  
11-06-23

DRAWN  
CHECKED

SHEET NO.  
**SP-1**





PROJECT NAME  
**JSI EUROPEAN  
AUTOMOTIVE REPAIR**  
611 WEST HWY 50  
CLERMONT, FLORIDA

CLIENT NAME  
**JSI EUROPEAN**  
611 BUSINESS PARK BLVD.  
WINTER GARDEN, FL 34787

ARCHITECT / ENGINEER  
**LIS**  
LAND INVESTMENT SERVICES, LLC  
CA NO. 20005  
2572 West State Road, 405  
Suite 204, Ocala, FL 32765  
Phone: (352) 244-0402  
Facsimile: (352) 244-9419

SEAL  
Digitally signed by  
Harold D Hutter  
DN: c=US, o=Florida,  
dnQualifier=A01410  
D000001847C49F11  
40006D8B2,  
cn=Harold D Hutter  
Date: 2023.11.02  
'14:29:06 -04'00  
HAROLD DANIEL HUTTER III  
FL LIC: AR98913

RELEASE

DATE

PROJECT NO.

2023-138

ISSUE DATE

11-06-23

DRAWN

CHECKED

SHEET NO.

EX-1

CA NO. 6853  
21430 Palm Beach Blvd  
Palm Beach, FL 33409  
Phone: (239) 693-5244  
Facsimile: (239) 693-5829

LIS EXPRESSLY RESERVES ITS COPYRIGHT AND ALL OTHER PROPERTY RIGHTS TO THESE DOCUMENTS AND THEIR DESIGN. HENCE, THEY ARE NOT TO BE REPRODUCED.

Page 375





ARCHITECT / ENGINEER

LIS

LAND INVESTMENT SERVICES, LLC

2572 West State Road, 405  
Suite 204, Clermont, FL 32705  
Phone: (321) 244-0402  
Facsimile: (321) 244-9419

CA NO. 6853

21430 Palm Beach Blvd  
Palm Beach, FL 33409  
Phone: (239) 693-5244  
Facsimile: (239) 693-5829

PROJECT NAME

JSI EUROPEAN  
AUTOMOTIVE REPAIR  
611 WEST HWY 50  
CLERMONT, FLORIDA

CLIENT NAME

JSI EUROPEAN  
611 BUSINESS PARK BLVD.  
WINTER GARDEN, FL 34787

SHEET TITLE

EXISTING EXTERIOR ELEVATIONS

SEAL

Digitally signed by  
Harold D Hutter  
DN: c=US, o=Florida,  
dnQualifier=A01410  
D000001847C49F11  
40006D8B2,  
cn=Harold D Hutter  
Date: 2023.11.02  
'14:29:30 -04'00  
HAROLD DANIEL HUTTER III  
FL LIC: AR98913

STATE OF FLORIDA

REGISTERED ARCHITECT

158913

RELEASE

DATE

PROJECT NO.

2023-138

ISSUE DATE

11-06-23

DRAWN

CHECKED

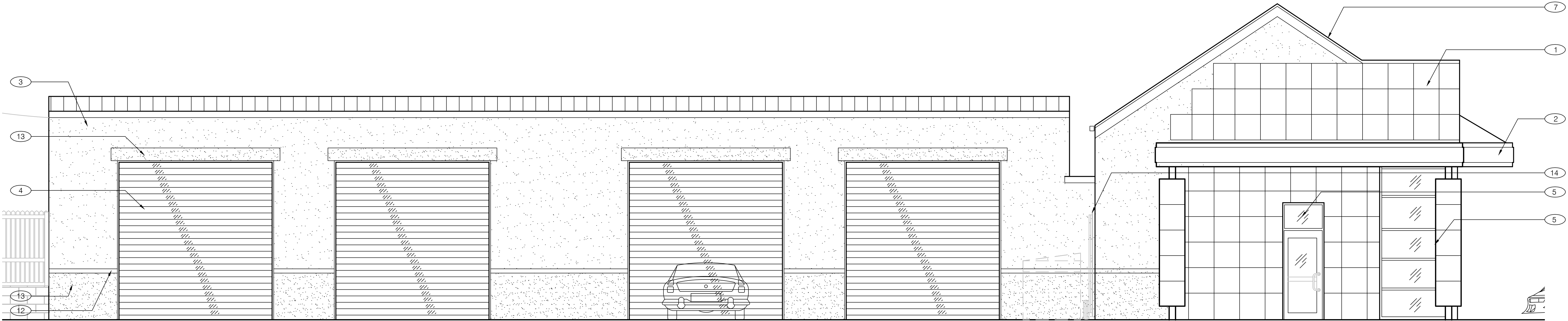
SHEET NO.

EX-2

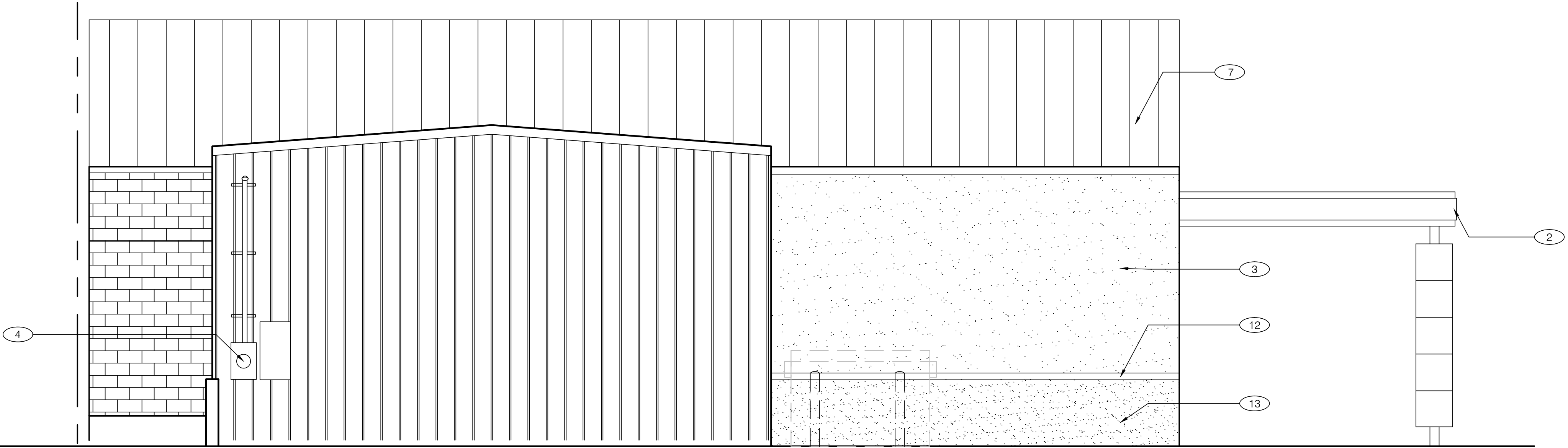




1 FRONT ( NORTH ) ELEVATION  
1/4" = 1'-0"



2 LEFT SIDE ( EAST ) ELEVATION  
1/4" = 1'-0"



3 REAR ( SOUTH ) ELEVATION  
1/4" = 1'-0"

KEY NOTES:

- 1 NEW METAL PANELS (COLOR: MODERN GRAY)
- 2 NEW METAL CANOPY OVER VEHICLE DROPOFF
- 3 NEW E.I.F.S. (COLOR: PURE WHITE)
- 4 NEW RAPID VIEW OVER HEAD DOORS
- 5 NEW STOREFRONT WINDOWS AND DOORS (COLOR: IRON ORE)
- 6 NEW SIGNAGE BY SEPARATE PERMIT
- 7 NEW STANDING SEAM METAL ROOF (COLOR: PURE WHITE)
- 8 NEW SUSPENDE METAL CANOPY
- 9 NEW ENTRY DOOR
- 10 NEW 6" DIA. CONCRETE FILLED PIPE BOLLARDS
- 11 EXISTING ELECTRICAL PANEL
- 12 NEW E.I.F.S. ACCENT BAND (COLOR: MODERN GRAY)
- 13 NEW E.I.F.S. (COLOR: IRON ORE)
- 14 NEW SWING GATE
- 15 4" DOWNSPOUT NOZZLE
- 16
- 17

ARCHITECT / ENGINEER

**LIS**

LAND INVESTMENT SERVICES, LLC  
CA NO. 20005  
2572 West State Road, 405  
Suite 200  
Winter Garden, FL 32785  
Phone: (321) 244-0402  
Facsimile: (321) 244-9419

ARCHITECTURE  
ENGINEERING

**LIS**

CA NO. 6853  
21430 Palm Beach Blvd  
Suite 100  
Palm Beach, FL 33480  
Phone: (335) 693-5244  
Facsimile: (335) 693-5829

PROJECT NAME

JSI EUROPEAN  
AUTOMOTIVE REPAIR  
611 WEST HWY 50  
CLERMONT, FLORIDA

CLIENT NAME

JSI EUROPEAN  
611 BUSINESS PARK BLVD.  
WINTER GARDEN, FL 34787

SHEET TITLE

EXTERIOR ELEVATIONS

Digitally signed by  
Harold D Hutter  
DN: c=US,  
o=Florida,  
dnQualifier=A0141  
0D000001847C49F  
1140006D8B2,  
cn=Harold D Hutter  
Date: 2023.11.02  
14:30:38 -04'00'  
HAROLD DANIEL HUTTER III  
FL LIC: AR98913

RELEASE

DATE

PROJECT NO.

2023-138

ISSUE DATE

11-06-23

DRAWN

CHECKED

SHEET NO.

A-2.0



CITY OF CLERMONT  
**CONDITIONAL USE PERMIT  
 APPLICATION**

|                                                                                                                                                                                 |  |                                                                            |                    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------|--------------------|
| Date 11/02/2023                                                                                                                                                                 |  | FEE: \$845 + cost of advertisement + cost of traffic review (if necessary) |                    |
| Project Name (if applicable) JSI European Auto Repair Shop                                                                                                                      |  |                                                                            |                    |
| Applicant LIS, LLC                                                                                                                                                              |  |                                                                            |                    |
| Contact Person Jonay Moffett                                                                                                                                                    |  |                                                                            |                    |
| Address 2572 W. State Rd 426, Ste 2064                                                                                                                                          |  | City Oviedo                                                                | State FL Zip 32765 |
| Telephone 321-244-0402                                                                                                                                                          |  | Fax 321-244-9419                                                           |                    |
| Email permitting@lis-ae.com                                                                                                                                                     |  |                                                                            |                    |
| <b>OWNER INFORMATION</b> <input type="checkbox"/> (Check box if owner information is same as applicant)                                                                         |  |                                                                            |                    |
| Owner's Name JSI Managing Group LLC                                                                                                                                             |  |                                                                            |                    |
| Owner Address 611 BUSINESSPARK BLVD # 106                                                                                                                                       |  | City Winter Garden                                                         | State FL Zip 34787 |
| Telephone 954-594-7224                                                                                                                                                          |  | Fax                                                                        |                    |
| <b>PROPERTY INFORMATION</b>                                                                                                                                                     |  |                                                                            |                    |
| Address of Subject Property 611 W. Hwy 50                                                                                                                                       |  | City Clermont                                                              | State FL Zip 34711 |
| General Location Hwy 50 and Lake Ave                                                                                                                                            |  |                                                                            |                    |
| <p align="center">*****NOTICE*****</p> <p>Legal Description &amp; Alternate Key (include copy of survey)<br/>         CLERMONT LOTS 1, 2, BLK 72 PB 8 PG 17 ORB 6191 PG 493</p> |  |                                                                            |                    |
| Land Use (City verification required)<br>Auto Repair Shop                                                                                                                       |  |                                                                            |                    |
| Zoning (City verification required)<br>Commercial C-1                                                                                                                           |  |                                                                            |                    |





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.

To revise the existing CUP and add a covered drop-off.

Jonay Moffett

Applicant Name (print)

x Jonay Moffett  
Applicant Name (signature)

Jovany Delgado

Owner Name (print)

x Jovany Delgado  
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

## Order Confirmation

Not an Invoice

|                          |                                                                 |
|--------------------------|-----------------------------------------------------------------|
| <b>Account Number:</b>   | 526733                                                          |
| <b>Customer Name:</b>    | City Of Clermont-Legals                                         |
| <b>Customer Address:</b> | City Of Clermont-Legals<br>P.O. BOX 120219<br>CLERMONT FL 34712 |
| <b>Contact Name:</b>     | Christina Perry                                                 |
| <b>Contact Phone:</b>    |                                                                 |
| <b>Contact Email:</b>    | cperry@clermontfl.org                                           |
| <b>PO Number:</b>        | 2024-003R                                                       |

|                           |            |
|---------------------------|------------|
| <b>Date:</b>              | 01/16/2024 |
| <b>Order Number:</b>      | 9745116    |
| <b>Prepayment Amount:</b> | \$ 0.00    |

|                          |         |
|--------------------------|---------|
| <b>Column Count:</b>     | 1.0000  |
| <b>Line Count:</b>       | 51.0000 |
| <b>Height in Inches:</b> | 0.0000  |

### Print

| Product                 | #Insertions | Start - End             | Category            |
|-------------------------|-------------|-------------------------|---------------------|
| LEE Daily Commercial    | 2           | 01/22/2024 - 01/29/2024 | Govt Public Notices |
| LEE dailycommercial.com | 2           | 01/22/2024 - 01/29/2024 | Govt Public Notices |

As an incentive for customers, we provide a discount off the total order cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and save!

|                                          |          |
|------------------------------------------|----------|
| Total Cash Order Confirmation Amount Due | \$158.92 |
| Service Fee 3.99%                        | \$6.34   |
| Cash/Check/ACH Discount                  | -\$6.34  |
| Payment Amount by Cash/Check/ACH         | \$158.92 |
| Payment Amount by Credit Card            | \$165.26 |

|                                  |                 |
|----------------------------------|-----------------|
| <b>Order Confirmation Amount</b> | <b>\$158.92</b> |
|----------------------------------|-----------------|

## Ad Preview

### LEGAL NOTICE

On Tuesday, February 6, 2024 at 6:30 PM, the Clermont Planning & Zoning Commission will consider a request for a Conditional Use Permit (2024-003R), to amend the CUP to allow for a covered drop-off and remodel of the existing automotive repair and detail business in the C-1 Light Commercial zoning district. The final public hearing for the proposed request will be heard by the Clermont City Council on Tuesday, February 13, 2024 at 6:30 PM.

### LOCATION

611 West Highway 50  
(Alternate Key – 1613728)

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.

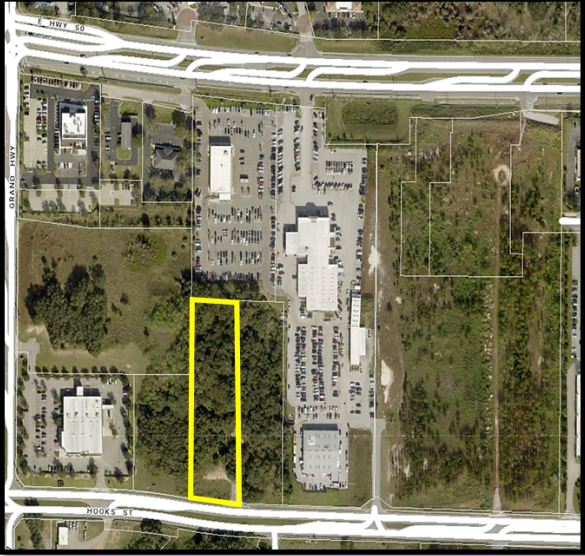
Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made. Persons with disabilities who need assistance should contact the City Clerk's office,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

Tracy Ackroyd Howe, MMC  
City Clerk

#9745116 1/22,1/29/24



## AGENDA ITEM

|                                                                                                                                                                                                                                                                                                                                                                                                          |                                                           |                                                               |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|---------------------------------------------------------------|
| <b>Meeting Date</b>                                                                                                                                                                                                                                                                                                                                                                                      |                                                           |                                                               |
| Tuesday, February 13, 2024                                                                                                                                                                                                                                                                                                                                                                               |                                                           |                                                               |
| <b>Agenda Item Name</b>                                                                                                                                                                                                                                                                                                                                                                                  |                                                           |                                                               |
| Ordinance No. 2024-009 <i>Intro</i><br><i>Hooks Street Self-Storage Facility Annexation</i>                                                                                                                                                                                                                                                                                                              |                                                           |                                                               |
| <b>Requested Action</b>                                                                                                                                                                                                                                                                                                                                                                                  |                                                           |                                                               |
| Recommend approval of Ordinance No. 2024-009.                                                                                                                                                                                                                                                                                                                                                            |                                                           |                                                               |
| <b>Staff Report</b>                                                                                                                                                                                                                                                                                                                                                                                      |                                                           |                                                               |
| <p>The applicant is requesting a voluntary annexation, small scale comprehensive plan amendment, rezoning and Conditional Use Permit for a vacant parcel located east of US Highway 27 and north of Hooks Street. The subject property is contiguous to the City of Clermont boundaries and is approximately 2.29 +/- acres, which is located within the City's utility service area, ISBA, and JPA.</p> |                                                           |                                                               |
|                                                                                                                                                                                                                                                                                                                        |                                                           |                                                               |
| <b>Additional Analysis</b>                                                                                                                                                                                                                                                                                                                                                                               |                                                           |                                                               |
| <b>Fiscal Impact Summary</b>                                                                                                                                                                                                                                                                                                                                                                             |                                                           |                                                               |
| None.                                                                                                                                                                                                                                                                                                                                                                                                    |                                                           |                                                               |
| <b>Fiscal Impact</b>                                                                                                                                                                                                                                                                                                                                                                                     | <b>Fund Number and Description</b>                        | <b>Available Budget Amount</b>                                |
|                                                                                                                                                                                                                                                                                                                                                                                                          |                                                           |                                                               |
| <b>Exhibits Attached</b> (copies of original agreements)                                                                                                                                                                                                                                                                                                                                                 |                                                           |                                                               |
| 1.                                                                                                                                                                                                                                                                                                                                                                                                       | 2024-009 - Hooks St Mini Warehouse Annexation (1.29.2024) | 2024-009 - Hooks St Mini Warehouse Annexation (1.29.2024).pdf |
| 2.                                                                                                                                                                                                                                                                                                                                                                                                       | Application                                               | Application.pdf                                               |
| 3.                                                                                                                                                                                                                                                                                                                                                                                                       | Legal Ad - Annex                                          | Legal Ad - Annex.pdf                                          |



*CITY OF CLERMONT*  
**ORDINANCE NO. 2024-009**

**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**

WEST ¼ OF TRACT 26 IN SECTION 29, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE HIGHLANDS COMPANY, AS REPRESENTED ON THE MAP THEREOF DULY FILED AND RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. LESS – ADDITIONAL RIGHT OF WAY DESCRIPTION:

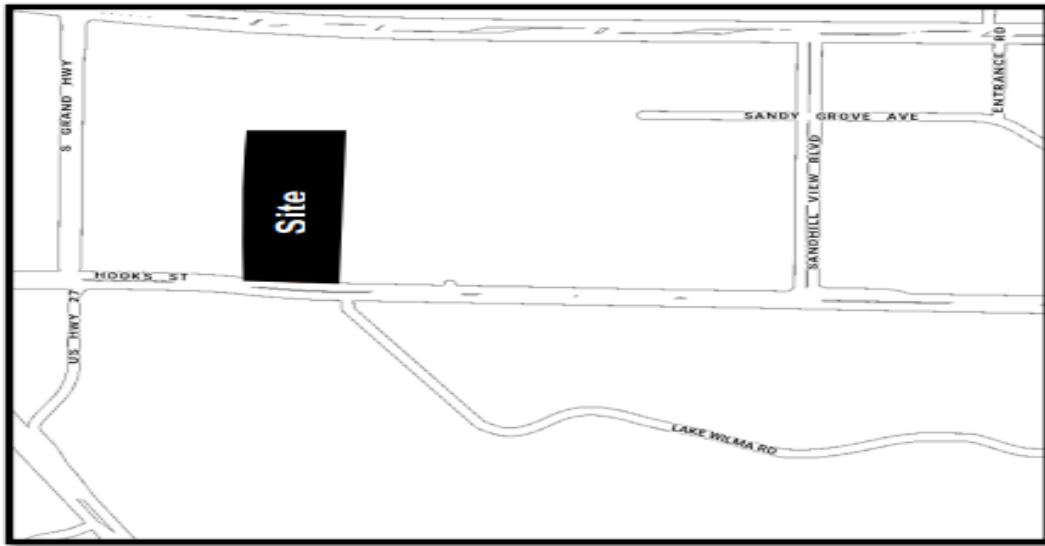
COMMENCING FROM THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 29, RUN SOUTH 88°26'37" EAST, 661.52 FEET, THENCE RUN NORTH 00°26'43" EAST 15.00 FEET TO THE NORTH RIGHT OF WAY LINE OF HOOKS STREET FOR THE POINT OF BEGINNING; CONTINUE NORTH 00°26'43" EAST 48.76 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2033.00 FEET, THENCE EASTERLY 166.10 FEET ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 04°40'53", HAVING A CHORD BEARING OF SOUTH 84°06'31" EAST AND A CHORD DISTANCE OF 166.06 FEET, THENCE RUN SOUTH 00°25'46" WEST, 36.21 FEET TO SAID

*CITY OF CLERMONT*  
**ORDINANCE NO. 2024-009**

NORTH LINE OF HOOKS STREET, THENCE RUN NORTH 88°26'37" WEST, 165.35 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING FOR ADDITIONAL ROAD RIGHT OF WAY.

**LOCATION**

13119 Hooks Street, Clermont FL  
Vacant parcel located east of Highway 27 and north of Hooks Street  
(Alternate Key 2518332)



**SECTION 2:**

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

**SECTION 3:**

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

**SECTION 4: CONFLICT**

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



*CITY OF CLERMONT*  
**ORDINANCE NO. 2024-009**

**SECTION 5: SEVERABILITY**

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

**SECTION 6: ADMINISTRATIVE CORRECTION**

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

**SECTION 7: RECORDING**

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

**SECTION 8: PUBLICATION AND EFFECTIVE DATE**

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



*CITY OF CLERMONT*  
**ORDINANCE NO. 2024-009**

**PASSED AND ADOPTED** by the City Council of the City of Clermont, Lake County, Florida on this 27th 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





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



### APPLICATION & PETITION

DATE: August 23, 2023

FEE: \$155.<sup>00</sup>  
+ cost of advertising

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

PROJECT NAME (if applicable): CEIO CRE Investments, LLC

APPLICANT: CEIO CRE Investments, LLC, Eduardo Luna Bontempo

Address: 8336 Boyla Ct.

City: Windermere State: FL Zip: 34786

Phone: 352-988-7316 Fax: N/A

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

OWNER: CEIO CRE Investments, LLC, Eduardo Luna Bontempo, Manager

Address: 8336 Boyla Ct.

City: Windermere State: FL Zip: 34786

Phone: 352-988-7316 Fax: N/A

AGENT NAME (Affidavit required): LPG Urban & Regional Planners, LLC, Michael Rankin

Address: 1162 Camp Ave.

City: Mount Dora State: FL Zip: 32757

Phone: 352-385-1940 Fax: 352-383-4824

E-Mail: MichaelR@lpgurp.com

Property address and/or general location: 13119 Hooks Street, Clermont

Area of property: 2.29 +/- acres, and/or 99,752 +/- sq. ft.

The property is PRESENTLY used for: Undeveloped Commercial

The property is PROPOSED to be used for: Mini-storage facility



Existing Lake County Land Use\* : Regional Commercial

Existing Lake County Zoning\* : Urban Residential District (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: Vacant

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

State the reason or basis for this request: Site is adjacent to the city limits along the western, southern and northern boundary. Receive urban services

\_\_\_\_\_  
\_\_\_\_\_

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. 34712-0219  
(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,

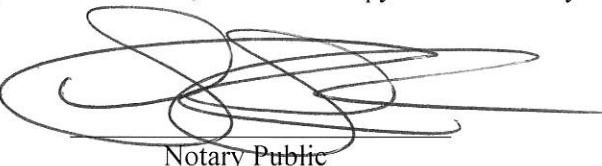
hereby petition that the hereinafter described real estate be annexed to, and become a part of the city limits of the City of Clermont, a municipal corporation in Lake County, Florida, created and existing pursuant to Chapter 9820, Laws of Florida, Special Acts of 1923, and amendatory and supplementary 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 \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

Eduardo Luna Bontempo  
Landowner (Petitioner)

11/28/2023  
Date

  
Notary Public  
09/12/2026  
My Commission Expires



RACHEL CHIN  
Commission # MH 264109  
Expires September 12, 2026



### OWNER / AGENT AFFIDAVIT (ANNEXATION)

Date: August 23, 2023

Before me, the undersigned authority personally appeared Eduardo Luna Bontempo  
(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:  
Mini-storage facility and receive urban services
3. That said authority (owner) has appointed (agent's name) Michael Rankin  
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 23 day of November  
20 23

Sworn to and subscribed before  
me this 5 day of December  
20 23

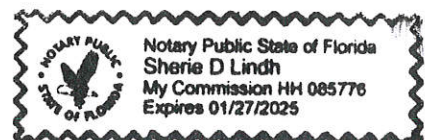
[Signature]  
Notary Public, State of FL  
My commission expires: 09/12/2026

[Signature]  
Notary Public, State of FL  
My commission expires: 1/27/2025

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



RACHEL CHIN  
Commission # MH 264109  
Expires September 12, 2026





## LEGAL NOTICE

The Clermont City Council will consider the enactment of the following proposed Ordinance at their regularly scheduled meeting to be held on Tuesday, February 27, 2024 at 6:30 P.M 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.

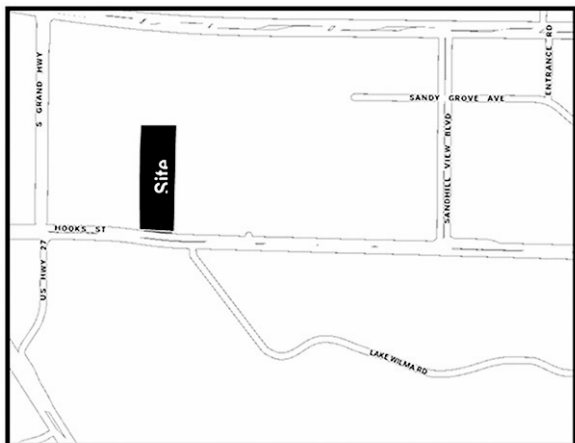
### ORDINANCE NO. 2024-009

**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

13119 Hooks Street, Clermont, FL

Vacant parcel located west of Highway 27 and north of Hooks Street  
(Alternate Key 2518332)



### LEGAL DESCRIPTION

WEST ¼ OF TRACT 26 IN SECTION 29, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE HIGHLANDS COMPANY, AS REPRESENTED ON THE MAP THEREOF DULY FILED AND RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. LESS – ADDITIONAL RIGHT OF WAY DESCRIPTION:

COMMENCING FROM THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 29, RUN SOUTH 88°26'37" EAST, 661.52 FEET, THENCE RUN NORTH 00°26'43" EAST 15.00 FEET TO THE NORTH RIGHT OF WAY LINE OF HOOKS STREET FOR THE POINT OF BEGINNING; CONTINUE NORTH 00°26'43" EAST 48.76 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2033.00 FEET, THENCE EASTERLY 166.10 FEET ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 04°40'53", HAVING A CHORD BEARING OF SOUTH 84°06'31" EAST AND A CHORD DISTANCE OF 166.06 FEET, THENCE RUN SOUTH 00°25'46" WEST, 36.21 FEET TO SAID NORTH LINE OF HOOKS STREET, THENCE RUN NORTH 88°26'37" WEST, 165.35 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING FOR ADDITIONAL ROAD RIGHT OF WAY.

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

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

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

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

Tracy Ackroyd Howe, MMC  
City Clerk

# AGENDA ITEM

## Meeting Date

Tuesday, February 13, 2024

## Agenda Item Name

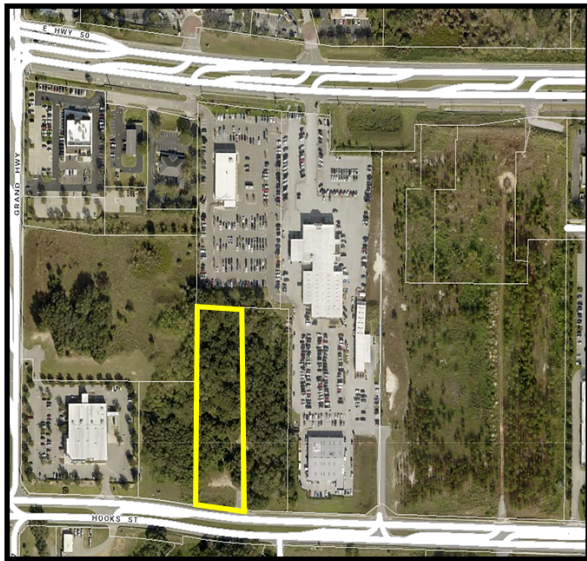
Ordinance No. 2024-010 *Intro*  
*Hooks Street Self-Storage Facility SSCPA*

## Requested Action

Recommend approval of Ordinance No. 2024-010

## Staff Report

The applicant is requesting a voluntary annexation, small scale comprehensive plan amendment, rezoning and Conditional Use Permit for a vacant parcel located east of US Highway 27 and north of Hooks Street. The subject property is contiguous to the City of Clermont boundaries and is approximately 2.29 +/- acres, which is located within the City's utility service area, ISBA, and JPA.



The small scale comprehensive plan amendment would change the Future Land Use designation from Lake County's Regional Commercial to City Commercial. The proposed development is consistent with the comprehensive plan goals, objective and policies and the intent of the Commercial Land Use Category. The Future Land Use Policy 1.9.5 indicates, Residential Self-Storage Facilities shall be allowed as a Conditional Use Permit and shall be limited to 1.00 Floor Area Ratio. This shall not include the storage of manufactured or commercial products. The commercial land use category is established to assure the availability of sufficient office and commercial sites to serve the needs of the existing and projected population.

Staff recommends approval of Ordinance 2024-010 to change the future land use designation from Lake County Regional Commercial to City Commercial. *Planning and Zoning Commission recommended approval, 7-0.*

## Additional Analysis

## Fiscal Impact Summary

None.

| Fiscal Impact                                            |                                      | Fund Number and Description                             | Available Budget Amount |
|----------------------------------------------------------|--------------------------------------|---------------------------------------------------------|-------------------------|
| <b>Exhibits Attached</b> (copies of original agreements) |                                      |                                                         |                         |
| 1.                                                       | Ordinance 2024-010 - CPA (1.30.2024) | 2024-010 - Hooks St. Mini Warehouse CPA (1.30.2024).pdf |                         |
| 2.                                                       | Location MAP                         | Location.pdf                                            |                         |
| 3.                                                       | Aerial MAP                           | Aerial.pdf                                              |                         |
| 4.                                                       | Existing FLU                         | Existing FLU.pdf                                        |                         |
| 5.                                                       | Proposed FLU                         | Prop FLU.pdf                                            |                         |
| 6.                                                       | executive summary_08-29-23_SDL       | executive summary_08-29-23_SDL.pdf                      |                         |
| 7.                                                       | Application                          | Application.pdf                                         |                         |
| 8.                                                       | Legal Ad - SSCPA                     | Legal Ad - SSCPA.pdf                                    |                         |



*CITY OF CLERMONT*  
**ORDINANCE NO. 2024-010**

**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:**

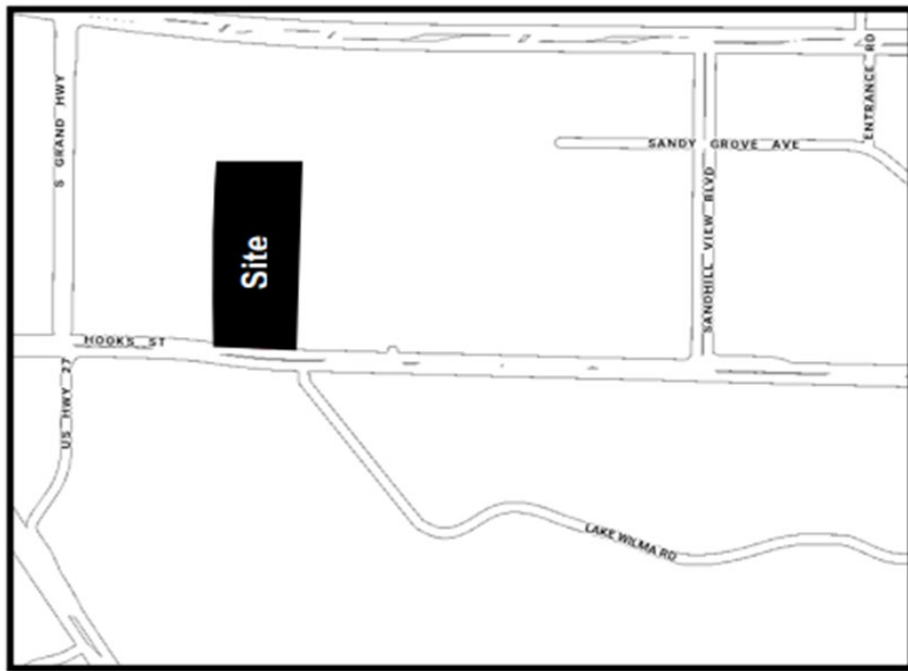
WEST ¼ OF TRACT 26 IN SECTION 29, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE HIGHLANDS COMPANY, AS REPRESENTED ON THE MAP THEREOF DULY FILED AND RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. LESS – ADDITIONAL RIGHT OF WAY DESCRIPTION:  
COMMENCING FROM THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 29, RUN SOUTH 88°26'37" EAST, 661.52 FEET, THENCE RUN NORTH 00°26'43" EAST 15.00 FEET TO THE NORTH RIGHT OF WAY LINE OF HOOKS STREET FOR THE POINT OF BEGINNING; CONTINUE NORTH 00°26'43" EAST 48.76 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2033.00

*CITY OF CLERMONT*  
**ORDINANCE NO. 2024-010**

FEET, THENCE EASTERLY 166.10 FEET ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 04°40'53", HAVING A CHORD BEARING OF SOUTH 84°06'31" EAST AND A CHORD DISTANCE OF 166.06 FEET, THENCE RUN SOUTH 00°25'46" WEST, 36.21 FEET TO SAID NORTH LINE OF HOOKS STREET, THENCE RUN NORTH 88°26'37" WEST, 165.35 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING FOR ADDITIONAL ROAD RIGHT OF WAY.

**LOCATION:**

13119 Hooks Street, Clermont, FL  
Vacant parcel located east of US Highway 27 and  
North of Hooks Street  
(Alternate Key 2518332)



**CHANGE THE FUTURE LAND USE CLASSIFICATION:**

FROM: LAKE COUNTY REGIONAL COMMERCIAL  
TO: CITY OF CLERMONT COMMERCIAL





*CITY OF CLERMONT*  
**ORDINANCE NO. 2024-010**

**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**

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

**SECTION 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 immediately upon its Second Reading and Final Passage.



*CITY OF CLERMONT*  
**ORDINANCE NO. 2024-010**

**PASSED AND ADOPTED** by the City Council of the City of Clermont, Lake County, Florida, this 27<sup>th</sup> day of February, 2024.

CITY OF CLERMONT

---

Tim Murry, Mayor

ATTEST:

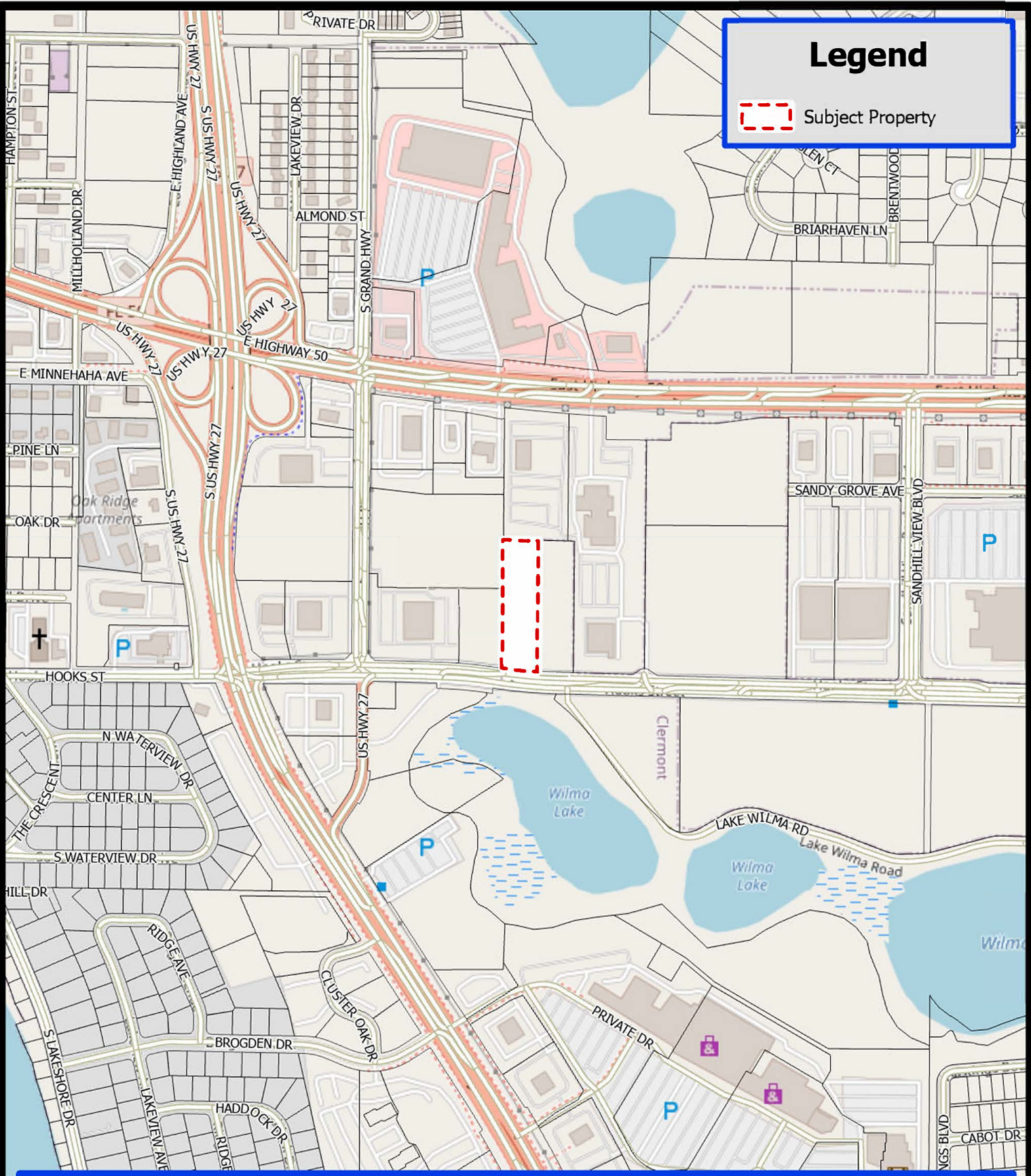
---

Tracy Ackroyd Howe, MMC  
City Clerk

Approved as to form and legality:

---

Daniel F. Mantzaris, City Attorney



### Legend

 Subject Property





0 240 480 Feet

### CEIO CRE Investments, LLC

#### Location

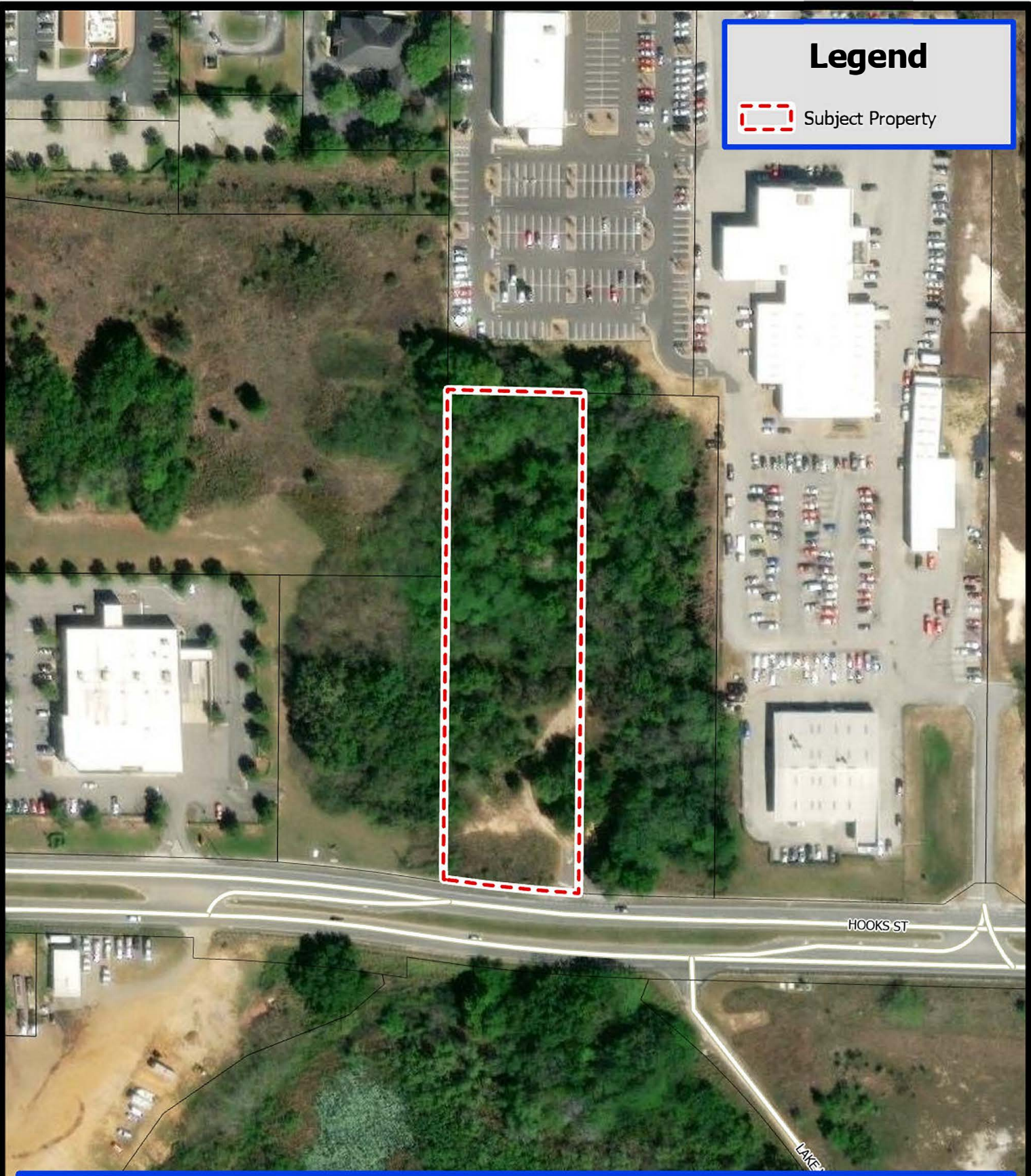
Lake County, FL

Project: EC COM  
Project #: 2071-1  
File: Location  
PM: Sherie Lindh  
Date: August 22nd, 2023  
Created By: C.Manno



**LPG Urban & Regional Planners, LLC.**  
1162 Camp Avenue, Mount Dora, Florida 32757  
Office: (352) 385-1940 / Fax: (352) 383-4824





## Legend

 Subject Property



0 60 120  
 Feet

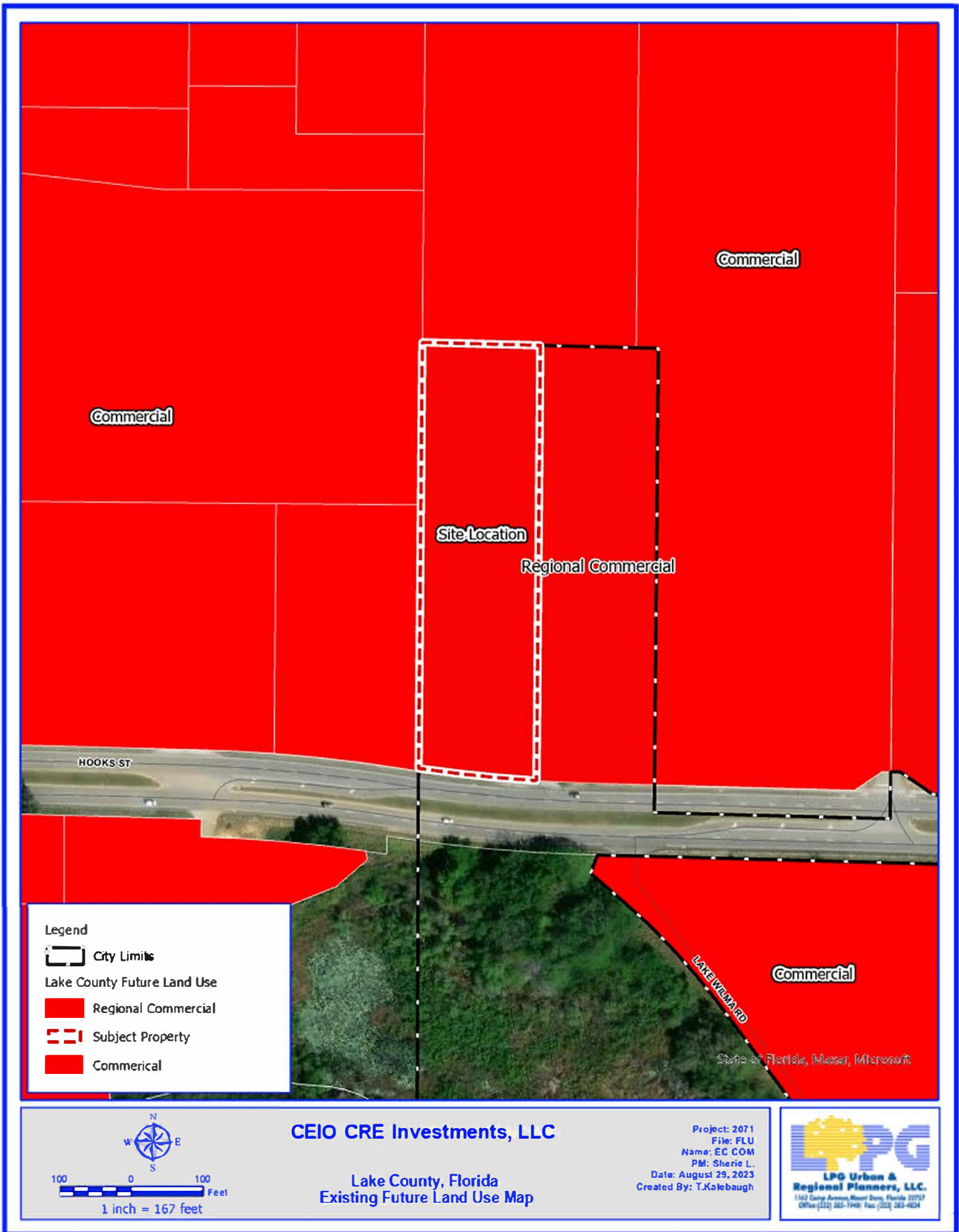
CEIO CRE Investments, LLC  
Aerial

Lake County, FL

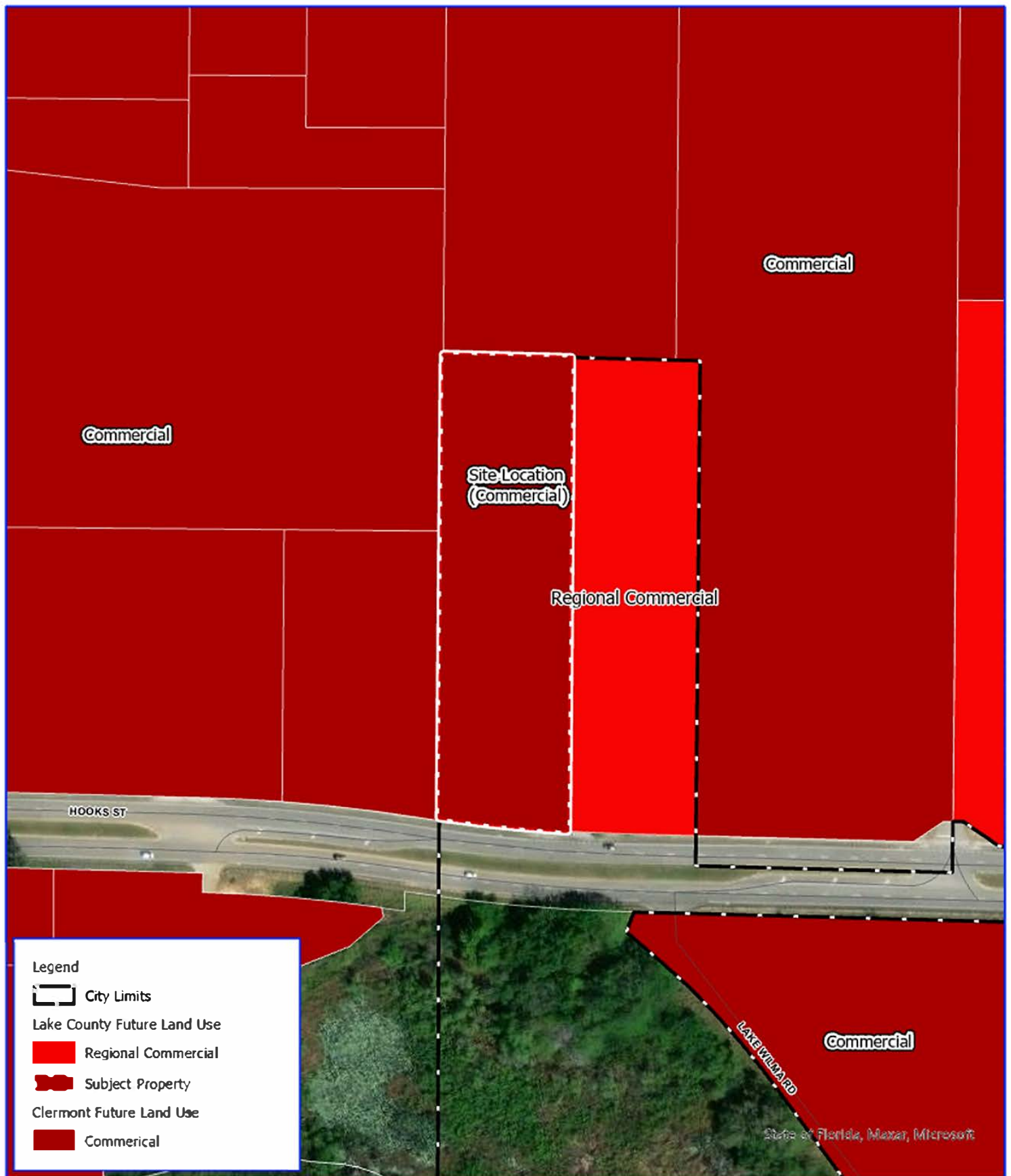
Project: EC COM  
Project #: 2071-1  
File: Aerial  
PM: Sherie Lindh  
Date: August 22nd, 2023  
Created By: C.Manno













**CEIO CRE INVESTMENTS, LLC  
SMALL SCALE COMPREHENSIVE PLAN AMENDMENT  
DECEMBER 2023**

Prepared By:

LPG Urban & Regional Planners, LLC  
1162 Camp Avenue  
Mt. Dora, Florida 32757  
(352) 385-1940

## **Small Scale Comprehensive Plan Amendment CEIO CRE Investments, LLC**

### **Executive Summary**

The proposed small scale comprehensive plan amendment consists of 2.29 ± acres and is located north of Hooks Street and east of US Highway 27 (Figures 1 and 2). The subject site is within the City of Clermont's utility service area and should be considered infill development.

The site is designated as Regional Commercial on the Lake County Future Land Use Map (Figure 3) and it is proposed to designate the site as City of Clermont Commercial (Figure 4). The Lake County Regional Commercial category allows for a floor area ratio (FAR) of 3.0 and an impervious surface ratio (ISR) of 0.75 per Lake County FLU Policy 1-1.3.7. This category allows for a variety of commercial uses, office and limited light industrial uses which occur within an enclosed building. Multi-family is allowed at 1 MF du per 10,000 SF of commercial space. Under this category the maximum development scenario results in 299,257 square feet of commercial and a maximum multi-family residential of 30 units (Table 1).

Under the proposed City of Clermont Commercial land use (Figure 4) the property could be developed at a maximum development scenario of 0.25 FAR and a maximum multi-family residential of 12 units/per acre per FLU Policy 1.9.2. Under this category the maximum development scenario results in 24,938 SF of commercial and a maximum multi-family residential of 27 units (Table 1). The amendment would result in a decrease of 274,319 SF of commercial and a decrease of residential by 3 units (Table 1). It should be noted that maximum densities and intensities will not be achieved in all cases. Compatibility standards and other LDR regulations including those regulating the interaction between land use districts, as related to each specific site's unique characteristics, will determine actual achievable densities and intensities.

The properties to the north and west of the subject site are within the City of Clermont and are designated as Commercial (Figure 4). Properties to the east and south are designated as Lake County Regional Commercial and are undeveloped. The general area is developed with retail sales to the west, office and convenience store with gas pumps to the southwest, auto repair to the north and car sales to the east.

The proposed amendment is compatible with the exiting adjacent land uses and would result in a logical extension of those land uses. Further, the subject site is within the City of Clermont Interlocal Service Boundary Agreement (ISBA) and within the City of Clermont Utility Service Area. Lake County Policy 1-1.1.3 directs growth to urban areas where public facilities are available.

### **School Impact Analysis**

The school impact analysis for comprehensive plan purposes is outlined below. The proposed land use results in no net change to the number of students generated. There is sufficient capacity available.

Existing County Land Use Residential Units: 30 MF units  
Proposed Development Residential Units: 27 MF units

The anticipated number of students generated by the existing land use is shown in Table 2.

| Lake County Student Generation Rates |                                       |
|--------------------------------------|---------------------------------------|
| Multi- Family                        |                                       |
| Type                                 | Student Multipliers per Dwelling Unit |
| High School                          | 0.064                                 |
| Middle School                        | 0.059                                 |
| Elementary School                    | 0.145                                 |
| Total                                | 0.268                                 |

**TABLE 2**  
**STUDENTS GENERATED BASED ON EXISTING DEVELOPMENT**

| SCHOOL             | SF Units | STUDENT GENERATION RATE | STUDENTS GENERATED | MF UNITS | STUDENT GENERATION RATE | STUDENTS GENERATED | GRAND TOTAL |
|--------------------|----------|-------------------------|--------------------|----------|-------------------------|--------------------|-------------|
| ELEMENTARY         | 0        | 0.140                   | 0                  | 30       | 0.145                   | 4                  | <b>4</b>    |
| MIDDLE             | 0        | 0.072                   | 0                  | 30       | 0.059                   | 2                  | <b>2</b>    |
| HIGH               | 0        | 0.100                   | 0                  | 30       | 0.064                   | 2                  | <b>2</b>    |
| <b>GRAND TOTAL</b> |          |                         |                    |          |                         |                    | <b>8</b>    |

The anticipated number of students generated by the proposed land use is shown in Table 3.

**TABLE 3**  
**STUDENTS GENERATED BASED ON PROPOSED DEVELOPMENT**

| SCHOOL             | SF Units | STUDENT GENERATION RATE | STUDENTS GENERATED | MF UNITS | STUDENT GENERATION RATE | STUDENTS GENERATED | GRAND TOTAL |
|--------------------|----------|-------------------------|--------------------|----------|-------------------------|--------------------|-------------|
| ELEMENTARY         | 0        | 0.140                   | 0                  | 27       | 0.145                   | 4                  | <b>4</b>    |
| MIDDLE             | 0        | 0.072                   | 0                  | 27       | 0.059                   | 2                  | <b>2</b>    |
| HIGH               | 0        | 0.100                   | 0                  | 27       | 0.064                   | 2                  | <b>2</b>    |
| <b>GRAND TOTAL</b> |          |                         |                    |          |                         |                    | <b>8</b>    |

### Potable Water Analysis

The subject property is located within the City of Clermont Utility Service Area. The City of Clermont currently owns, operates and maintains a central potable water treatment and distribution system. The maximum pumping capacity of these facilities is limited by the City's Consumptive Use Permit (CUP 2478-13) as issued by the St. Johns River Water Management District (SJRWMD). The permit allows for an annual withdrawal from the upper Floridian Aquifer and lower Floridian Aquifer of 9.66 mgpd (annual average). The City currently utilizes approximately 9.66 mgpd and is currently at or near capacity. The subject amendment is anticipated to generate 0.007 mgpd (Table 2). The City of Clermont has a 12" water line within the northern right of way of Hooks Street along the southern property boundary as provided by the City of Clermont Public Works Department.

The City is in the process of renewing the existing CUP to increase the capacity consistent with Potable Water Policy 1.2.1. Pursuant to FLU Policy 1.12.2 prior to the issuance of a building permit, the City shall verify that adequate water supplies will be available to serve the development no later than the anticipated date of issuance of the certificate of occupancy.

### Sanitary Sewer Analysis

The City of Clermont currently owns, operates, and maintains a central sanitary sewer system within the eastern service area. The City's central sanitary system is comprised of one (1) wastewater treatment plant (WWTP) with a permitted capacity is 2.4 mgpd. The City currently utilizes approximately 2.4 mgpd and is current at or near capacity. The subject amendment is anticipated to generate 0.006 mgpd (Table 3). The City of Clermont has an 8" sanitary sewer line within the southern right of way of Hooks Street as provided by the City of Clermont Public Works Department. There is also a 12" force main along the northern right of way of Hooks Street, just west of the subject site

The City is in the process of renewing the permit to increase capacity. Pursuant to FLU Policy 1.12.2 prior to the issuance of a building permit, the City shall verify that adequate wastewater will be available to serve the development no later than the anticipated date of issuance of the certificate of occupancy.

### Solid Waste Analysis

The City of Clermont solid waste level of service is 6.63 pounds per capita per day. It is anticipated that the amendment would produce approximately 484 pounds per day. The proposed amendment will not cause a deficiency in the LOS.

### Parks and Recreation Analysis

The 2022 estimated BEBR population for the City of Clermont is 44,812. The LOS for parks is 10 acres per 1,000. Based on the recreation LOS the required park acreage for the city is 448 acres. The subject amendment's estimated population is 73 (27 x 2.70 pph) thus the proposed amendment would not cause a deficiency in the LOS. Further, pursuant to the City's adopted LDRs (LDR Chapter 119, Article IV, Division 1, Section 119-201) all new subdivisions are required



to provide park or recreation space. Based on the maximum residential development scenario, development would be required to provide approximately 0.625 acres of onsite park or recreation space.

### Transportation Impact Analysis

A trip generation analysis was conducted on the amendment utilizing the 11<sup>th</sup> Edition of ITE. The proposed amendment will decrease the potential traffic generated based on maximum development potential. The amendment will not cause a LOS deficiency in roadways.

## **TRIP GENERATION ANALYSIS**

### **Proposed Land Use Program**

| <b>Land Use</b>                     | <b>Size/Unit</b> | <b>ITE Code</b> | <b>Daily Trips</b> | <b>PM Peak Hour Trips</b> | <b>PM Trips Enter</b> | <b>PM Trips Exit</b> |
|-------------------------------------|------------------|-----------------|--------------------|---------------------------|-----------------------|----------------------|
| <b>Multi-Family</b>                 | <b>27 units</b>  | <b>220</b>      | <b>182</b>         | <b>14</b>                 | <b>9</b>              | <b>5</b>             |
| <b>Retail &lt; 40 K</b>             | <b>24.93 KSF</b> | <b>822</b>      | <b>1,357</b>       | <b>164</b>                | <b>82</b>             | <b>82</b>            |
| <b>TOTAL GROSS TRIPS (PROPOSED)</b> |                  |                 | <b>1,539</b>       | <b>178</b>                | <b>91</b>             | <b>87</b>            |

### **Existing Land Use Program**

| <b>Land Use</b>                     | <b>Size/Unit</b>  | <b>ITE Code</b> | <b>Daily Trips</b> | <b>PM Peak Hour Trips</b> | <b>PM Trips Enter</b> | <b>PM Trips Exit</b> |
|-------------------------------------|-------------------|-----------------|--------------------|---------------------------|-----------------------|----------------------|
| <b>Multi-Family</b>                 | <b>30 units</b>   | <b>220</b>      | <b>202</b>         | <b>15</b>                 | <b>10</b>             | <b>5</b>             |
| <b>Retail &gt; 40 K</b>             | <b>299.25 KSF</b> | <b>821</b>      | <b>21,662</b>      | <b>2,070</b>              | <b>994</b>            | <b>1,076</b>         |
| <b>TOTAL GROSS TRIPS (EXISTING)</b> |                   |                 | <b>21,864</b>      | <b>2,085</b>              | <b>1,004</b>          | <b>1,081</b>         |

### **Net Difference (Proposed Net Trip Generation Minus Existing Net Trip Generation)**

| <b>Land Use</b>                              | <b>PM Peak Hour Trips</b> | <b>PM Trips Enter</b> | <b>PM Trips Exit</b> |
|----------------------------------------------|---------------------------|-----------------------|----------------------|
| <b>TOTAL NET TRIPS (PROPOSED – EXISTING)</b> | <b>-1,907</b>             | <b>-910</b>           | <b>-994</b>          |

### Environmental Analysis

Please see the Environmental Analysis performed by Stillwater Environmental (Appendix A). There are no wetlands or flood areas onsite (Figure 5). According to the soils map, a portion of the site was a former borrow pit (Figure 6). The topography ranges from 140' NGVD within the northern portion of the site to 100' NGVD along the southern property boundary, adjacent to Hooks Street. No protected species were observed onsite. Should protected species occur prior to development, appropriate regulatory permits will be required.

### Fire Services

The City of Clermont has an existing agreement with Lake County regarding fire services. The closest fire station is City of Clermont Fire Station #3 which is located approximately 1.5 miles northeast of the subject site.

### Cultural Resources

Review of the Florida master file search indicates that there are not historical or cultural resources on the subject site (Appendix B).

### Comprehensive Plan Compliance

In accordance with Chapter 101, Article V, Section 101-284, Land Development Regulations, application of a proposed amendment to the comprehensive plan, the local planning agency and the city commission shall consider:

#### 1. Consistent with Comprehensive Plan

Consistency with the comprehensive plan, or, in the case of plan amendment, consistency with the remainder of the plan and its goals, objective and policies.

*The proposed amendment is consistent with the Comprehensive Plan. The analysis presented above demonstrates compliance. The amendment is consistent with future land use policies, among others, as indicated below:*

#### **Future Land Use**

FLU Policy 1.1.3:                      Infill Development

*Future land use designations of the properties within the City limits fronting on Hooks Street are designated as Commercial. Lake County properties are designated Regional Commercial. The requested Commercial land use designation provides a consistent development pattern and is considered infill development.*

FLU Policy 1.2.1: Compatibility of adjacent land uses

*The Commercial future land use designation is consistent with other land use designations along the Hooks Street corridor because it is intended to provide for commercial development that has a character and scale that promotes compatibility with adjacent or nearby residential areas. The Commercial uses would provide commercial support for previously approved residential development in the general area.*

FLU Policy 1.2.4: Future Land Use Categories

FLU Policy 1.9.1: Commercial Land Use Category

FLU Policy 1.9.2: Maximum Intensity and Density

*The proposed Commercial designation is consistent with the above policies which limit development to a floor area ratio of 0.25 and a maximum residential density of 12 units/acre.*

FLU Policy 1.12.3: Voluntary Annexation

*The applicant wishes to annex the property into the City of Clermont. Assignment of a City of Clermont future land use designation is required. Upon annexation, the subject property will have a full array of municipal services, including central water and wastewater. These changed conditions warrant a change in the land use designation.*

*The amendment will further the City's goals in providing commercial development to meet the commercial needs through the planning period.*

FLU Policy 1.12.4 Encourage the Development of Undeveloped Pockets

*The subject development would be considered infill development and is located within an area of existing development and would utilize existing facilities efficiently.*

2. Consistency with applicable sections of the Land Development Code:

*The general purpose of the LDC is to establish procedures and standards for development of land within the corporate limits and the planning area of the city. These standards provide for and promote the public health, safety and welfare and implement the city's adopted comprehensive plan.*

*The Commercial future land use designation will provide for orderly growth and development at a scale and character consistent with the Hooks Street corridor and consistent with the comprehensive plan planning principles and land development code.*

*The proposed amendment is not in conflict with the Land Development Code. At the time of development, there will be further review for compliance.*

**Table 1 – Maximum Development Analysis**

| Ordinance #               | Acres       | Existing Land Use                                                               | Existing Intensity of Development | Proposed City Land Use                   | Proposed Maximum Development | Net Change in Development Potential |
|---------------------------|-------------|---------------------------------------------------------------------------------|-----------------------------------|------------------------------------------|------------------------------|-------------------------------------|
| CEIO CRE Investments, LLC | 2.29        | County Regional Commercial (3.0 FAR)<br>(1 MF unit per 10,000 SF of commercial) | 30 MF Units<br>299,257 SF         | Commercial (12 units/acre)<br>(0.25 FAR) | 27 MF Units<br>24,938 SF     | -3 MF Units<br>-204,319 SF          |
| <b>TOTAL</b>              | <b>2.29</b> |                                                                                 | <b>30 MF Units<br/>229,257 SF</b> | <b>27 MF Units<br/>24,938 SF</b>         |                              | <b>-3 MF Units<br/>-204,319 SF</b>  |

Existing Lake County Regional Commercial - Max. Density- 1 MF unit per 10,000 SF commercial and 3.0 FAR per FLU Policy 1.1.3.7

Proposed City of Clermont Commercial – Max. Density –12 units/acre and 0.25 FAR per FLU Policy 1.9.2

**Table 2 – Water Analysis**

| Ordinance #               | Acres | Existing County Land Use                                                        | Proposed Land Use                   | Maximum Development      | Water Demand (gross) (mgpd) | Capacity or Deficit (mgpd) |
|---------------------------|-------|---------------------------------------------------------------------------------|-------------------------------------|--------------------------|-----------------------------|----------------------------|
| Current Capacity          |       |                                                                                 |                                     |                          |                             | 0.0                        |
| CEIO CRE Investments, LLC | 2.29  | County Regional Commercial (3.0 FAR)<br>(1 MF unit per 10,000 SF of commercial) | Commercial (0.25 FAR/12 units/acre) | 27 MF Units<br>24,938 SF | 0.006<br>0.001              | - 0.007                    |

Water demand was calculated at 220 gallons per day per capita pursuant to City of Clermont LOS standard (PW Policy 1.1.1)

Estimated population – 2.70pph x 27 = 73

Commercial calculated at 850 gallons per acre



**Table 3 – Wastewater Analysis**

| Ordinance #               | Acres | Existing County Land Use                                                        | Proposed Land Use                   | Maximum Development   | WasteWater Demand (gross) (mgpd) | Capacity or Deficit (mgpd) |
|---------------------------|-------|---------------------------------------------------------------------------------|-------------------------------------|-----------------------|----------------------------------|----------------------------|
| Current Capacity          |       |                                                                                 |                                     |                       |                                  | 0.0                        |
| CEIO CRE Investments, LLC | 2.29  | County Regional Commercial (3.0 FAR)<br>(1 MF unit per 10,000 SF of commercial) | Commercial (0.25 FAR/12 units/acre) | 27 Units<br>24,938 SF | 0.005<br>0.001                   | -0.006                     |

Wastewater demand was calculated at 70 gallons per day per capita pursuant to City of Clermont LOS standard (SS Policy 1.1.1)  
 Estimated population – 2.70pph x 27 = 73  
 Commercial calculated at 850 gallons per acre

Figure 1



### Figure 2

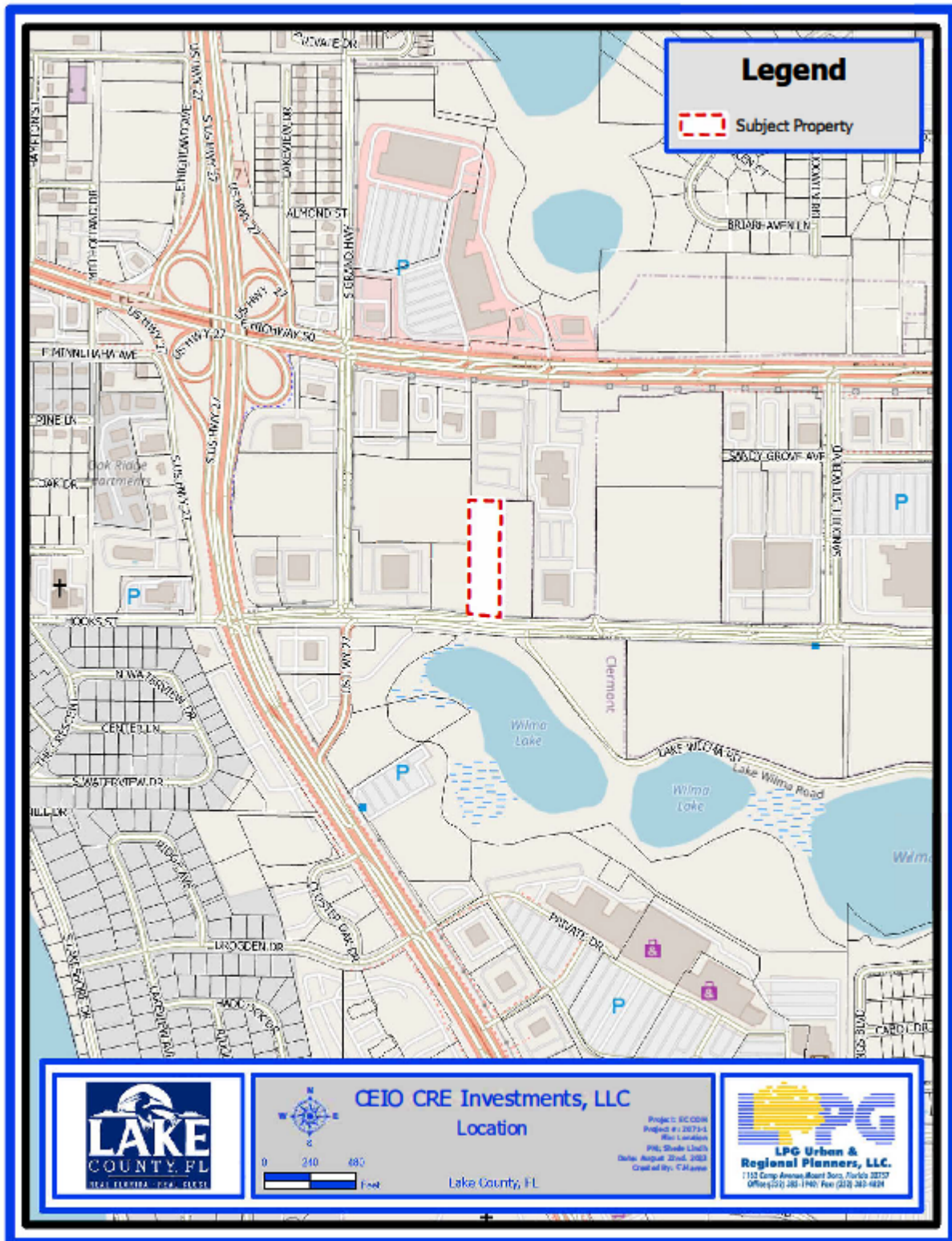




Figure 3

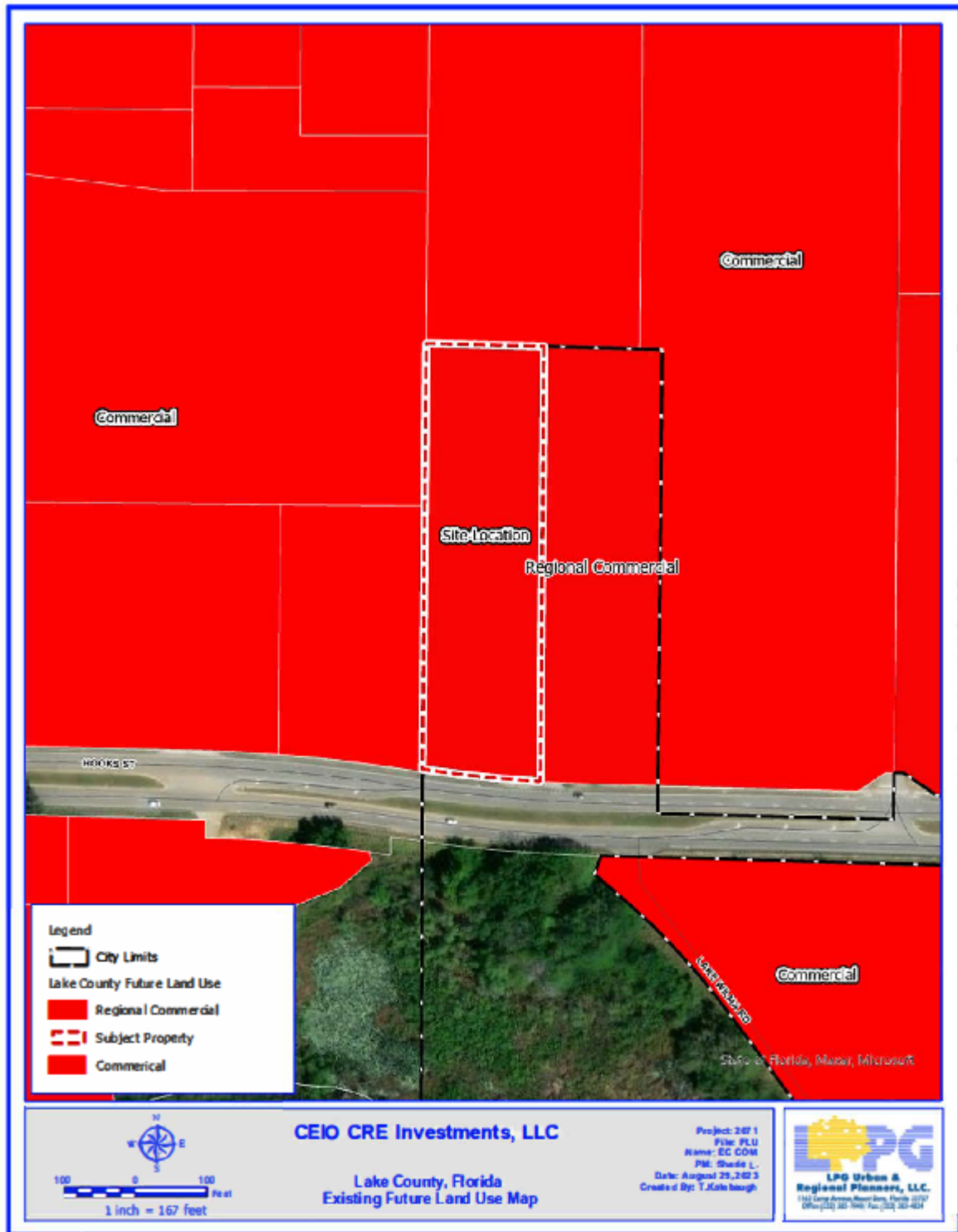


Figure 4

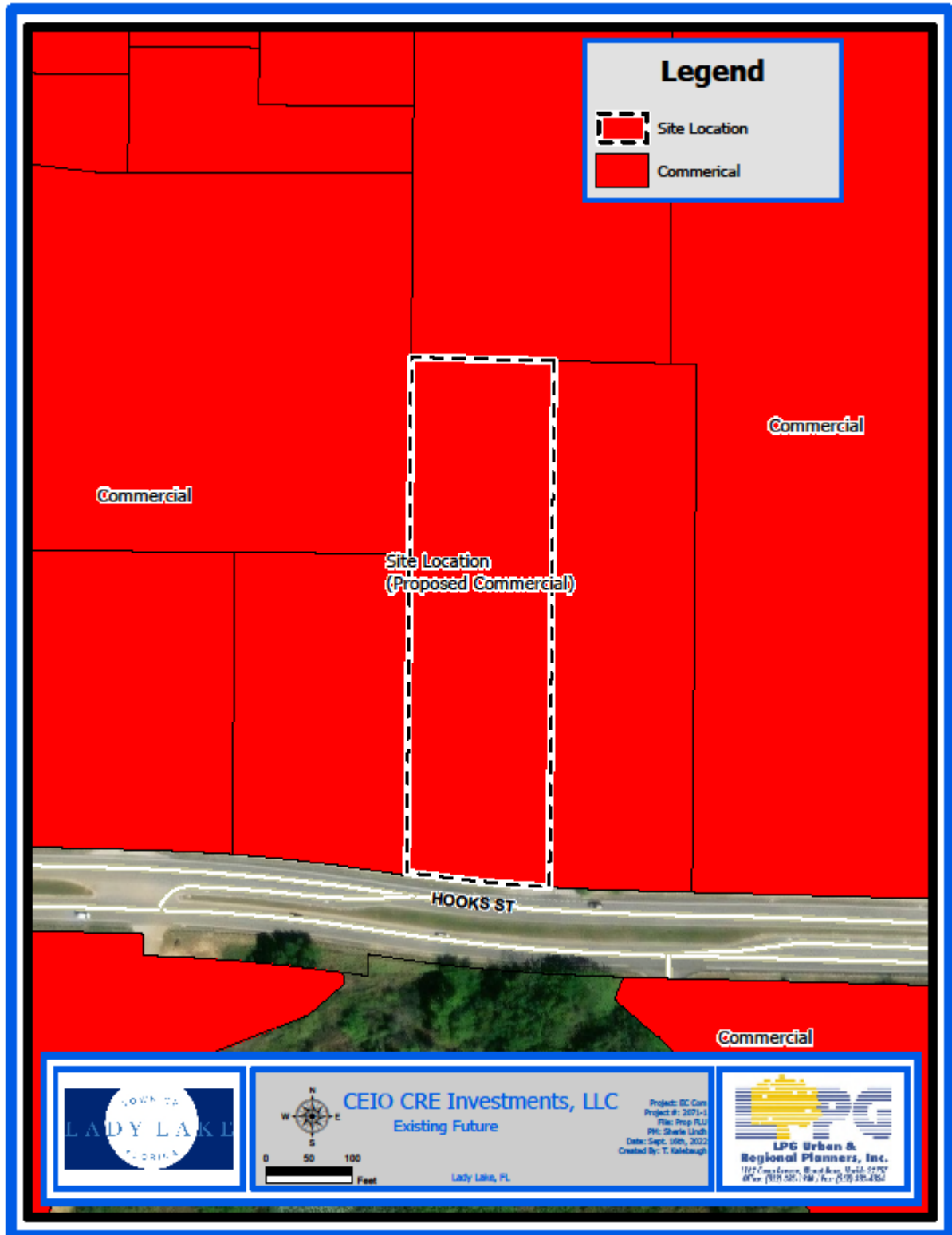




Figure 5



Figure 6





Figure 7



**APPENDIX A**  
**(See attached Environmental Assessment)**

## APPENDIX B

**From:** [Vovsi, Eman M.](#)  
**To:** [Sherie Lindh](#)  
**Subject:** RE: Master File Search  
**Date:** Friday, September 1, 2023 9:52:38 AM  
**Attachments:** [Template\\_102.pdf](#)

---

Completed; no cultural resources detected

---

**From:** Sherie Lindh <[sherie@lpgurp.com](mailto:sherie@lpgurp.com)>  
**Sent:** Thursday, August 31, 2023 2:01 PM  
**To:** Vovsi, Eman M. <[Eman.Vovsi@DOS.MyFlorida.com](mailto:Eman.Vovsi@DOS.MyFlorida.com)>  
**Cc:** Michael <[MichaelR@lpgurp.com](mailto:MichaelR@lpgurp.com)>; Eduardo Bontempo <[ebontempo@gmail.com](mailto:ebontempo@gmail.com)>; Ofli Guimaraes <[oflicampos@gmail.com](mailto:oflicampos@gmail.com)>  
**Subject:** Master File Search

### EMAIL RECEIVED FROM EXTERNAL SOURCE

The attachments/links in this message have been scanned by Proofpoint.

Good afternoon,

Can you please conduct a search of the master file. The subject property is located within Section 29, Township 22 South, Range 26 East, Lake County, Florida (Alt Key 2518332). I have attached the property record card and aerial.  
Should you have any questions, please contact me.

Thanks,  
Sherie







**CITY OF CLERMONT**  
**COMPREHENSIVE PLAN AMENDMENT**  
Application Instructions

**APPLICATION FEE:**

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

**APPLICATION PROCESS:**

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

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

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

**AMENDMENT TIME FRAME:**

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



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

**Application Information Required**

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

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

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



**CITY OF CLERMONT**  
**COMPREHENSIVE PLAN AMENDMENT**  
**Application**

DATE: August 23, 2023

FEE: \_\_\_\_\_

**Project Name** (if applicable): CEIO CRE Investments, LLC

**Applicant:** LPG Urban & Regional Planners, LLC

**Contact Person:** Michael Rankin

Address: 1162 Camp Ave.

City: Mount Dora State: FL Zip: 32757

Phone: 352-385-1940 Fax: 352-383-4824

E-Mail: MichaelR@lpgurp.com

**OWNER:** CEIO CRE Investments LLC, Eduardo Luna Bontempo, Manager

Address: 8336 Boyla Ct.

City: Windermere State: FL Zip: 34786

Phone: 352-988-7316 Fax: N/A

E-Mail: Ebontempo@gmail.com

**General Location:** 13119 Hooks Street (West of US Hwy. 27 and north of Hooks Street)

**Legal Description** (include copy of survey): See attached

**Property size** (in acres or square feet): 2.29 acres

**Flood hazard area** (yes) \_\_\_\_\_ and approx. acreage \_\_\_\_\_ (no)<sup>x</sup> \_\_\_\_\_

**Existing (Actual) Land Use:** Undeveloped Commercial

**Existing Zoning:** Urban Residential District (R-6)

**Existing Future Land Use:** Lake County Regional Commercial

**Proposed Future Land Use:** Commercial

**Type of development proposed:** Mini-storage facility



**Proposed density (dwelling units/acre) or intensity:** 1.0 FAR

**Proposed Zoning District:** General Commercial (C-2)

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).

See attached executive summary

---

---

---

---

---

---

---

---

---

---

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

**Michael Rankin**

, 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  
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.

**Michael Rankin**

Affiant - Applicant Name (print)

X

Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 5 day of December, 2023.



X

Notary Public, State of Florida at Large

My Commission Expires:

1/27/2025





**OWNER'S AFFIDAVIT**

STATE OF FLORIDA  
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared  
Eduardo Luna Bontempo

\_\_\_\_\_, 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  
Regional Commercial to Commercial for the  
property legally described on the attachment of this application.
3. That the owner of said property has appointed **Michael Rankin** 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.

Eduardo Luna Bontempo

\_\_\_\_\_  
Affiant - Applicant Name (print)

X \_\_\_\_\_  
Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 28 day of November, 2023



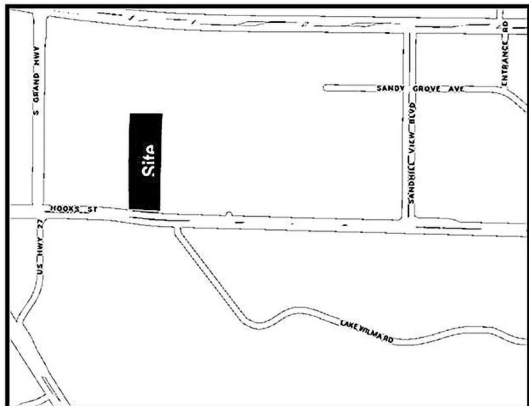
RACHEL CHIN  
Commission # MH 264109  
Expires September 12, 2026

X \_\_\_\_\_  
Notary Public, State of Florida at Large

My Commission Expires: 09/12/2026

**CITY OF CLERMONT**  
**NOTICE OF PROPOSED LAND USE CHANGE**  
**Small-Scale Comprehensive Plan Amendment**  
**ORDINANCE NO. 2024-010**

The Clermont Planning and Zoning Commission will hold a public hearing on Tuesday, February 6, 2024 at 6:30 PM, and a public hearing will be held before the Clermont City Council on Tuesday, February 27, 2024 at 6:30 PM to consider a change to the City's Future Land Use Map. The map amendment would change the Future Land Use designation for the 2.29 +/- acre parcel below from Lake County Regional Commercial to City of Clermont Commercial.



***Location:***

13119 Hooks Street

Vacant parcel located west of Highway 27 and north of Hooks Street  
(Alternate Key #2518332)

**ORDINANCE NO. 2024-010**

**AN ORDINANCE OF THE CITY OF CLERMONT, 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. All interested parties shall be given an opportunity to express their views on this matter.

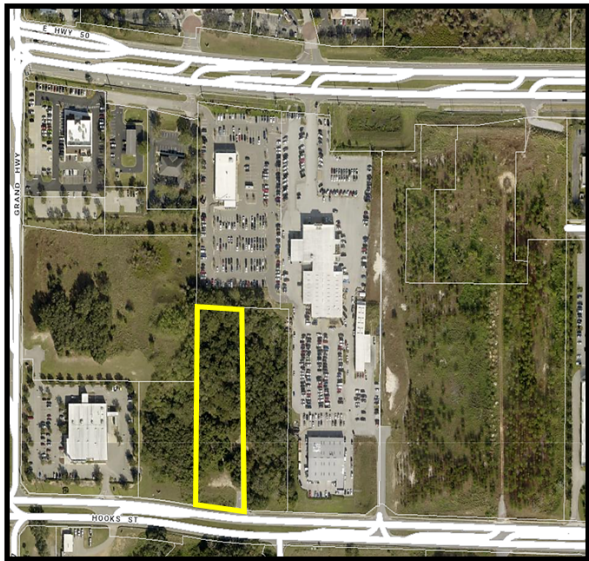
The proposed amendment may be inspected at the City's Development Services Department (1<sup>st</sup> floor, City Hall) between 8 a.m. and 5 p.m. Monday-Friday.

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

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

Tracy Ackroyd Howe, MMC  
City Clerk

# AGENDA ITEM

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>Meeting Date</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |
| Tuesday, February 13, 2024                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |
| <b>Agenda Item Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |
| Ordinance No. 2024-011 <i>Intro</i><br><i>Hooks Street Self-Storage Facility Rezoning</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |
| <b>Requested Action</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |
| Recommend approval of Ordinance No. 2024-011                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |
| <b>Staff Report</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |
| <p>The applicant is requesting a voluntary annexation, small scale comprehensive plan amendment, rezoning and Conditional Use Permit for the vacant parcel located east of US Highway 27 and north of Hooks Street. The subject property is contiguous to the City of Clermont boundaries and is approximately 2.29 +/- acres, which is located within the City's utility service area, ISBA, and JPA.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |
| <p>The proposed rezoning request would change the current zoning from Lake County R-6 Urban Residential District to City C-2 General Commercial zoning. The C-2 Commercial zoning category is compatible with the uses and improvements of the surrounding area, and is consistent with the City's Comprehensive Plan goals, objectives and policies. The applicant proposes the rezoning to allow for a self-storage facility with a Conditional Use Permit. The project will be compatible with the surrounding development pattern and not out of character with the adjacent properties. The adjacent parcel zoning located to the north is Planned Unit Development (PUD) with C-2 General Commercial permitted uses, and R-6 Urban Residential. The project will be required to meet all the land development regulations, and any buildings must be designed to comply with the Clermont Architectural Design Standards.</p> |  |
| <p>Staff recommends approval of Ordinance 2024-011 to change the zoning from Lake County R-6 Urban Residential District to City C-2 General Commercial zoning. <i>Planning and Zoning Commission recommended approval, 7-0.</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |
| <b>Additional Analysis</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |
| <b>Fiscal Impact Summary</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |

None.

**Fiscal Impact**

**Fund Number and Description**

**Available Budget Amount**

**Exhibits Attached** (copies of original agreements)

|     |                                                         |                                                             |
|-----|---------------------------------------------------------|-------------------------------------------------------------|
| 1.  | 2024-011 - Hooks St Mini Warehouse Rezoning (1.30.2024) | 2024-011 - Hooks St Mini Warehouse Rezoning (1.30.2024).pdf |
| 2.  | Location                                                | Location.pdf                                                |
| 3.  | Aerial                                                  | Aerial.pdf                                                  |
| 4.  | Existing Zoning                                         | Existing Zoning.pdf                                         |
| 5.  | Proposed Zoning                                         | Proposed Zoning.pdf                                         |
| 6.  | Signed Sealed Survey                                    | Signed Sealed Survey.pdf                                    |
| 7.  | 2071-1 Concept Plan 12-4-23-Layout1                     | 2071-1 Concept Plan 12-4-23-Layout1.pdf                     |
| 8.  | Project Narrative_08-31-2023_SDL                        | Project Narrative_08-31-2023_SDL.pdf                        |
| 9.  | Application                                             | Application.pdf                                             |
| 10. | Legal Ad - REZ                                          | Legal Ad - REZ.pdf                                          |



*CITY OF CLERMONT*  
**ORDINANCE NO. 2024-011**

**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**

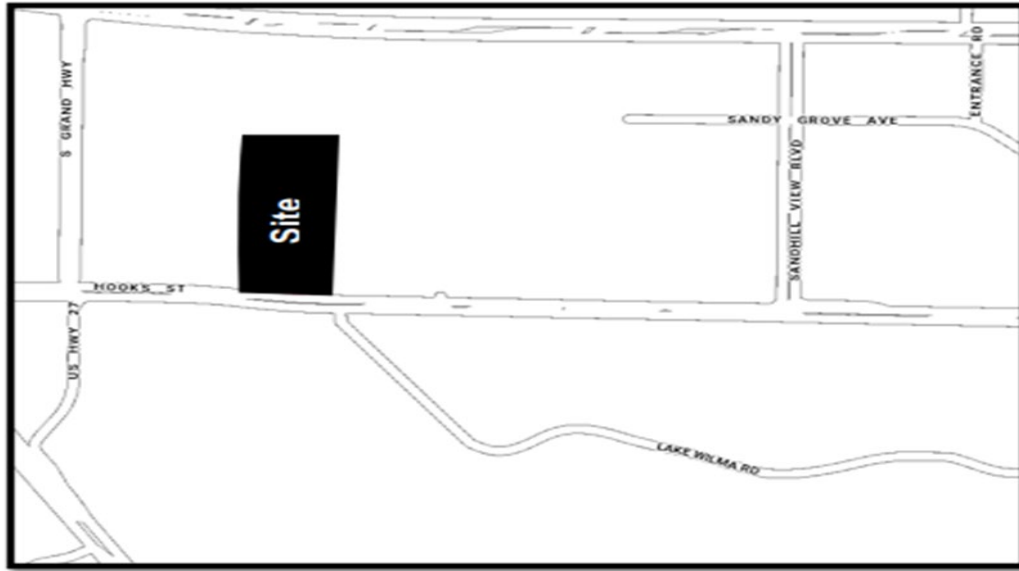
WEST ¼ OF TRACT 26 IN SECTION 29, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE HIGHLANDS COMPANY, AS REPRESENTED ON THE MAP THEREOF DULY FILED AND RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. LESS – ADDITIONAL RIGHT OF WAY DESCRIPTION:

COMMENCING FROM THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 29, RUN SOUTH 88°26'37" EAST, 661.52 FEET, THENCE RUN NORTH 00°26'43" EAST 15.00 FEET TO THE NORTH RIGHT OF WAY LINE OF HOOKS STREET FOR THE POINT OF BEGINNING; CONTINUE NORTH 00°26'43" EAST 48.76 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2033.00 FEET, THENCE EASTERLY 166.10 FEET ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 04°40'53", HAVING A CHORD BEARING OF SOUTH 84°06'31" EAST AND A CHORD DISTANCE OF 166.06 FEET, THENCE RUN SOUTH 00°25'46" WEST, 36.21 FEET TO SAID NORTH LINE OF HOOKS STREET, THENCE RUN NORTH 88°26'37" WEST, 165.35 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING FOR ADDITIONAL ROAD RIGHT OF WAY.

**LOCATION:**

13119 Hooks Street, Clermont, FL  
Vacant parcel located east of Highway 27 and north of Hooks Street  
(Alternate Key 2518332)





**PROPERTY REZONING**  
**FROM: Lake County R-6 Urban Residential District**  
**TO: C-2 General Commercial District**

**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**

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

**SECTION 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.



*CITY OF CLERMONT*  
**ORDINANCE NO. 2024-011**

**SECTION 5: RECORDING**

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

**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. 2024-011**

**PASSED AND ADOPTED** by the City Council of the City of Clermont, Lake County, Florida on this 27th day of February, 2024.

CITY OF CLERMONT

---

Tim Murry, Mayor

ATTEST:

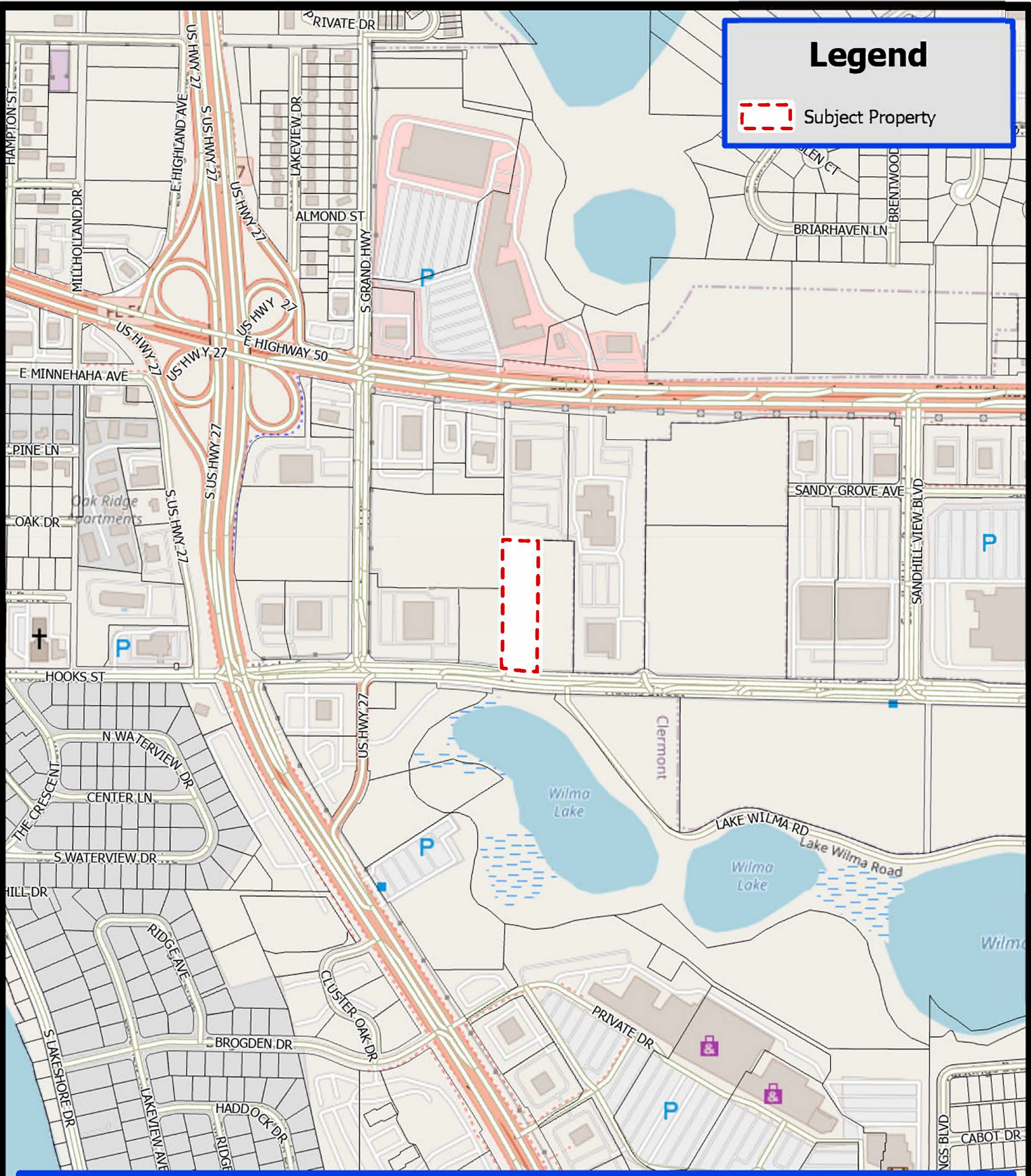
---

Tracy Ackroyd Howe, MMC  
City Clerk

Approved as to form and legality:

---

Daniel F. Mantzaris, City Attorney



# Legend

Subject Property

0 240 480 Feet

## CEIO CRE Investments, LLC

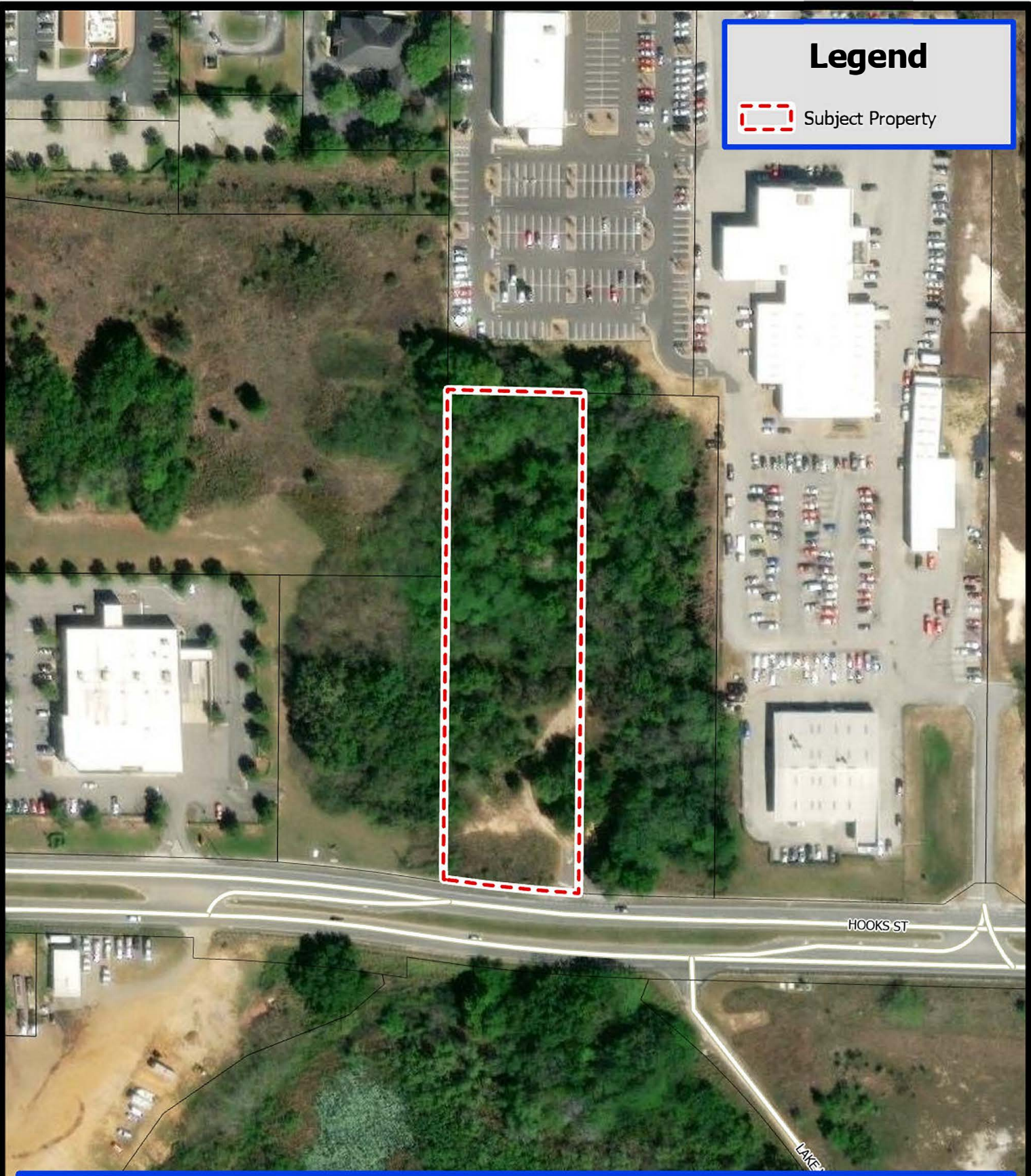
### Location

Lake County, FL

Project: EC COM  
Project #: 2071-1  
File: Location  
PM: Sherie Lindh  
Date: August 22nd, 2023  
Created By: C.Manno

**LPG Urban & Regional Planners, LLC.**  
1162 Camp Avenue, Mount Dora, Florida 32757  
Office: (352) 385-1940 / Fax: (352) 383-4824





## Legend

 Subject Property



0 60 120  
 Feet

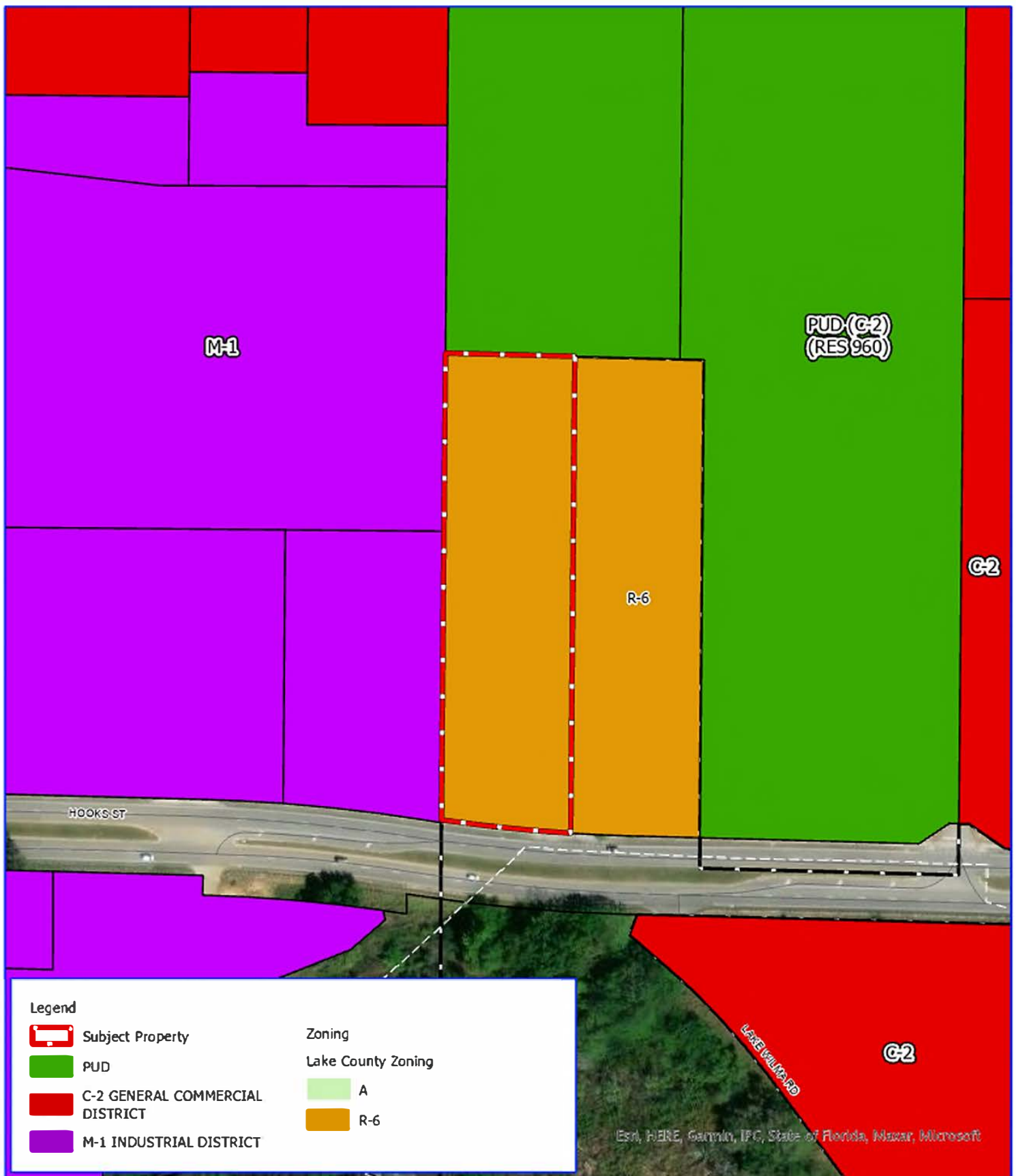
CEIO CRE Investments, LLC  
Aerial

Lake County, FL

Project: EC COM  
Project #: 2071-1  
File: Aerial  
PM: Sherie Lindh  
Date: August 22nd, 2023  
Created By: C.Manno







130 0 130 Feet  
1 inch = 167 feet

## CEIO CRE Investments, LLC

Lake County, Florida  
Zoning Map

Project: 2071-1  
File: Zoning  
Name: EC COM  
PM: S. Lindh  
Date: September 14, 2023  
Created By: T. Kalebaugh

**LPG Urban & Regional Planners, LLC.**  
1362 Camp Avenue, Mount Dora, Florida 32757  
Office (352) 385-1949 Fax (352) 385-4834

Legend

Lake County Zoning

A

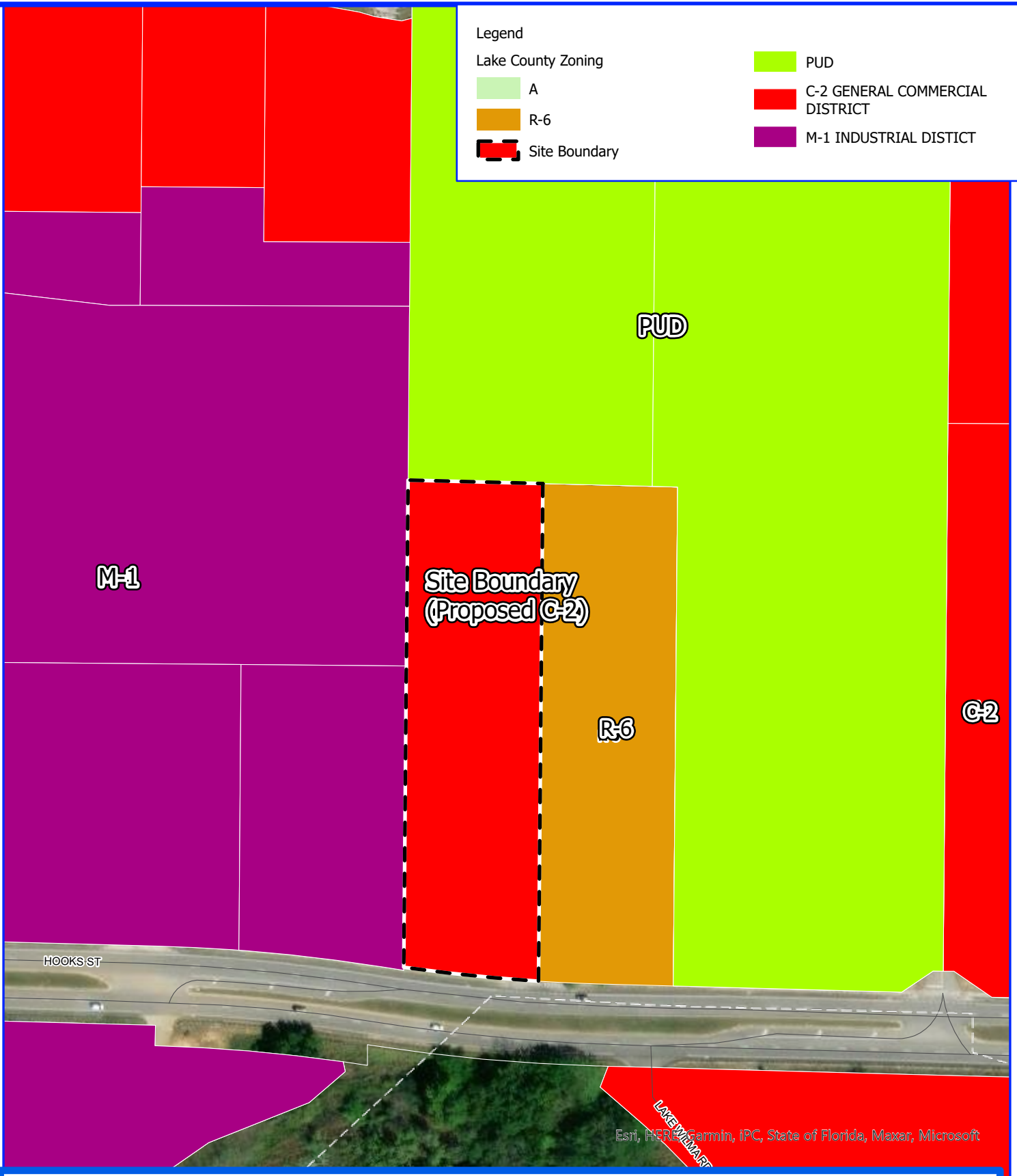
R-6

Site Boundary

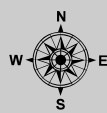
PUD

C-2 GENERAL COMMERCIAL DISTRICT

M-1 INDUSTRIAL DISTRICT



Esri, HERE, Garmin, iPC, State of Florida, Maxar, Microsoft



0 62.5 125  
Feet

CEIO CRE Investments, LLC

Proposed Zoning Clermont

Lake County, Florida

Project: EC Com  
Project #: 2071-1  
File: Prop Zoning  
PM: Sherie Lindh  
Date: Sept. 16th, 2022  
Created By: T. Kalebaugh



LPG Urban &  
Regional Planners, LLC.  
1162 Camp Avenue, Mount Dora, Florida 32757  
Office: (352) 385-1940 / Fax: (352) 383-4824

Boundary  
Survey

LEGAL DESCRIPTION (AS PROVIDED):

WEST 1/4 OF TRACT 26 IN SECTION 29,  
TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE  
HIGHLANDS COMPANY, AS REPRESENTED ON THE  
MAP THEREOF DULY FILED AND RECORDED IN  
THE PUBLIC RECORDS OF LAKE COUNTY,  
FLORIDA.

LESS - ADDITIONAL RIGHT OF WAY DESCRIPTION:

COMMENCING FROM THE SOUTHWEST CORNER  
OF THE NORTHWEST QUARTER OF SECTION 29,  
RUN SOUTH 88°26'37" EAST, 661.52 FEET, THENCE  
RUN NORTH 00°26'43" EAST 15.00 FEET TO THE  
NORTH RIGHT OF WAY LINE OF HOOKS STREET  
FOR THE POINT OF BEGINNING; CONTINUE NORTH  
00°26'43" EAST 48.76 FEET TO A POINT ON A  
CURVE CONCAVE TO THE NORTH, HAVING A  
RADIUS OF 2033.00 FEET, THENCE EASTERLY  
166.10 FEET ALONG THE ARC OF SAID CURVE,  
THRU A CENTRAL ANGLE OF 04°40'53", HAVING A  
CHORD BEARING OF SOUTH 84°06'31" EAST AND A  
CHORD DISTANCE OF 166.06 FEET, THENCE RUN  
SOUTH 00°25'46" WEST, 36.21 FEET TO SAID  
NORTH LINE OF HOOKS STREET, THENCE RUN  
NORTH 88°26'37" WEST, 165.35 FEET ALONG SAID  
NORTH LINE TO THE POINT OF BEGINNING FOR  
ADDITIONAL ROAD RIGHT OF WAY.

OWNER: CLERMONT AUTOMOTIVE  
MANAGEMENT, LLC  
PARCEL I.D. #09-22-26-1305-023-00000

LOT 1A  
OAK HILL COMMONS  
UNIT II, REPLAT  
PB 64, PG. 101

LOT 1C  
OAK HILL COMMONS  
UNIT II, REPLAT  
PB 64, PG. 101

WEST 1/4 OF  
TRACT 26  
  
VACANT  
WOODED

OWNER: DELORES A. FREEMAN  
PARCEL I.D. #09-22-26-1300-026-00000

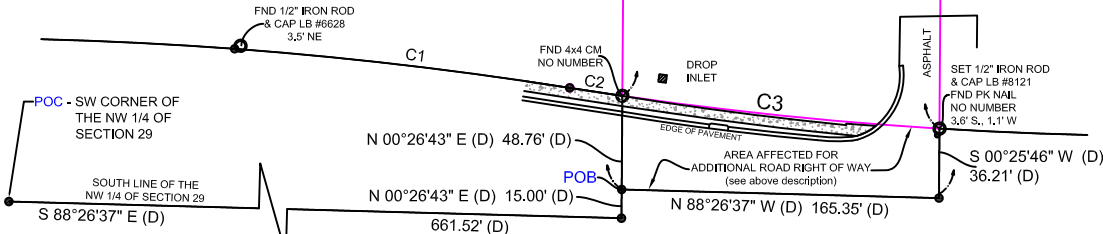
C1 (P)  
R=2133.00'  
CHB=S 83°04'41" E (C)  
CHD=203.45' (C)  
Δ=04°43'17"  
L=175.77'

C2 (P)  
R=2033.00'  
CHB=S 81°22'37" E (C)  
CHD=27.75' (C)  
Δ=00°46'55"  
L=27.75'

C1 (M)  
R=2133.00'  
CHB=S 82°43'03" E  
CHD=172.82'  
Δ=04°38'37"  
L=172.87'

C3 (C)  
R=2033.00'  
CHB=N 84°06'31" W  
CHD=166.06'  
Δ=04°40'53"  
L=166.10'

C3 R/W (D)  
R=2033.00'  
CHB=S 84°06'31" E  
CHD=166.06'  
Δ=04°40'53"  
L=166.10'



HOOKS STREET  
100' PLATTED RIGHT-OF-WAY  
ASPHALT ROADWAY

ADDRESS  
  
13119 HOOKS STREET  
CLERMONT, FLORIDA 34711

LEGAL DESCRIPTION: (AS FURNISHED)

SEE ABOVE

BASIS OF BEARINGS: BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF OAK HILL COMMONS, UNIT II, REPLAT, BEING N 00°26'33" E, PER PLAT.

LIST OF POSSIBLE ENCROACHMENTS: NONE OBSERVED

DLS #: 23-08-0048  
CLIENT #:  
FIELD DATE: 08/28/23  
DRAFTER: CDK  
APPROVED: BHH

CERTIFIED TO: (AS FURNISHED)  
OFLI GUIMARAES

NOTES

1. Abutting properties have not been researched for gaps, overlaps, and/or status.
2. Compliance with F.A.C. 61G17-6.0031-4-E, If location of easements or rights-of-way of record, other than those on recorded plats, is required, this information must be furnished to the surveyor and mapper.
3. Fence ownership is not determined.
4. No underground improvements or structures were located by this survey, unless otherwise noted.
5. This survey should not be used for construction purposes.
6. Any septic tank or drainfield locations (if found) are approximate.
7. Property lines and/or improvements shown were physically located by field survey.
8. Monuments found or set are shown.
9. Calculated lines and information are noted by (C).
10. Computations of lines and/or data not found are shown as (C).
11. Accuracies obtained in this survey are greater than (rural) 1" in 5000', (suburban) 1" in 7500', (commercial) 1" in 10,000'.
12. Prior to survey, information obtained was legal description provided by client or from publicly published county tax collector site, recorded plats and/or section corner records, if applicable.
13. If only a digital survey copy is required, a survey report will be placed in file. The digital survey is not full and complete without the survey report file.

THIS SURVEY IS PREPARED FOR THE EXCLUSIVE  
USE AND BENEFIT OF THE PARTIES LISTED HEREON.  
LIABILITY TO THIRD PARTIES MAY NOT BE  
TRANSFERRED OR ASSIGNED.

LEGEND

- |      |                            |       |                                |
|------|----------------------------|-------|--------------------------------|
| AC   | - Air Conditioner          | (P)   | - Plat                         |
| (C)  | - Calculated               | PB    | - Plat Book                    |
| CB   | - Centerline               | PC    | - Point of Curvature           |
| CM   | - Concrete Block           | PI    | - Point of Intersection        |
| CONC | - Concrete Monument        | POB   | - Point of Beginning           |
| COV  | - Concrete                 | POC   | - Point of Commencement        |
| DE   | - Description              | LP    | - Light Pole                   |
| (D)  | - Drainage Easement        | PRC   | - Point of Reverse Curvature   |
| DUE  | - Drainage & Utility Esmt  | PRM   | - Permanent Reference Monument |
| D/W  | - Driveway                 | CHB   | - Chord Bearing                |
| ESMT | - Easement                 | CHD   | - Chord Distance               |
| FFE  | - Finished Floor Elevation | R     | - Radius                       |
| FND  | - Found                    | (RAD) | - Radial                       |
| IP   | - Iron Pipe                | R&C   | - Rebar & Cap                  |
| L    | - Length (Arc)             | RFD   | - Roofed                       |
| (M)  | - Measured                 | UE    | - Utility Easement             |
| N&D  | - Nail & Disk              | WM    | - Water Meter                  |
| (NR) | - Non-Radial               | Δ     | - Delta (Central Angle)        |
| OHU  | - Overhead Utility Line    | —     | - Wood/PVC Fence               |
| ORB  | - Official Records Book    | —     | - Metal Fence                  |
|      |                            | ●     | - Change In Direction          |



FOR ALL INQUIRIES CONTACT:  
Deal Land Surveying, LLC  
804 S. French Avenue  
Sanford, FL 32771  
407-878-3796  
INFO@deallandsurveying.com

FLOOD ZONE INFORMATION  
(FOR INFORMATIONAL PURPOSES ONLY)

SUBJECT PROPERTY SHOWN HEREON APPEARS TO BE LOCATED IN  
FLOOD ZONE X, OUTSIDE SPECIAL FLOOD HAZARD AREA, PER  
F.I.R.M. PANEL NUMBER 12069C 0590E, LAST REVISION DATE 12/18/12.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS SKETCH OF SURVEY WAS MADE UNDER MY  
RESPONSIBLE CHARGE AND TO THE BEST OF MY KNOWLEDGE AND BELIEF. SAID  
SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD  
OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 472.027 FLORIDA ADMINISTRATIVE  
CODE. FURTHER, THIS DOCUMENT IS ELECTRONICALLY SIGNED AND SEALED  
PURSUANT TO THE FLORIDA STATUTES SECTION FJ-17.062.2 AND FJ-17.062.3 OF THE  
FLORIDA ADMINISTRATIVE CODE.



DATE SIGNED: 09/11/2023

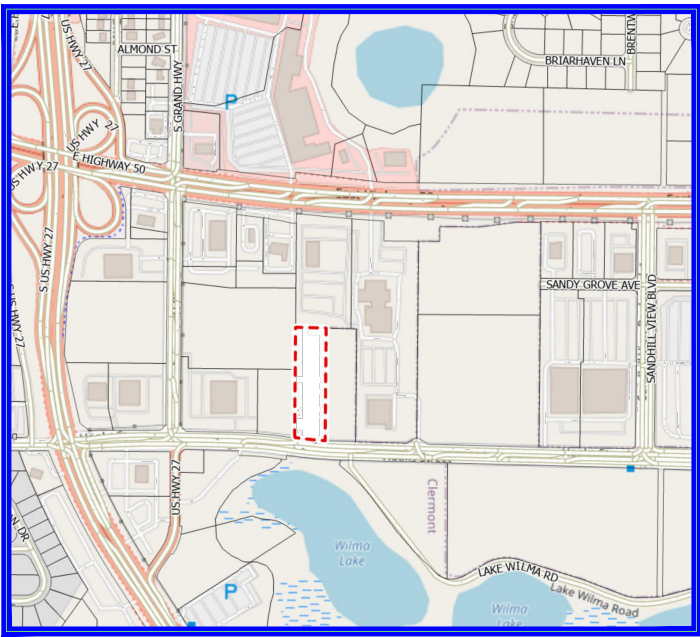
THE SEAL APPEARING ON THIS DOCUMENT  
WAS AUTHORIZED BY THOMAS C. LITTLE, PSM 6107,  
ON THIS DATE 09/11/2023  
SURVEYOR'S NAME: THOMAS C. LITTLE PSM 6107

DEAL LAND SURVEYING, LLC LB 8121

NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC SIGNATURE  
AND AUTHENTICATED ELECTRONIC SEAL

| DATE | REVISION | DATE | REVISION |
|------|----------|------|----------|
|      |          |      |          |





Location

Notes:

Total Acreage: 2.2 +- Acres (99,681 sf)  
Zoning of Parcel: R-6  
Proposed Zoning: C-2  
FLU of Parcel: REGIONAL COMMERCIAL  
Proposed FLU: COMMERCIAL

Front setback - 25'  
Side setback - 12' or 25' if adjacent to property that is zoned or used for residential  
Rear setback - 25'

Parking - 1 space per 50 units  
Parking Required: 8  
Parking Proposed: 10

Max floor area ratio (FAR) - 1.0  
Proposed Floor Area Ratio - 0.74

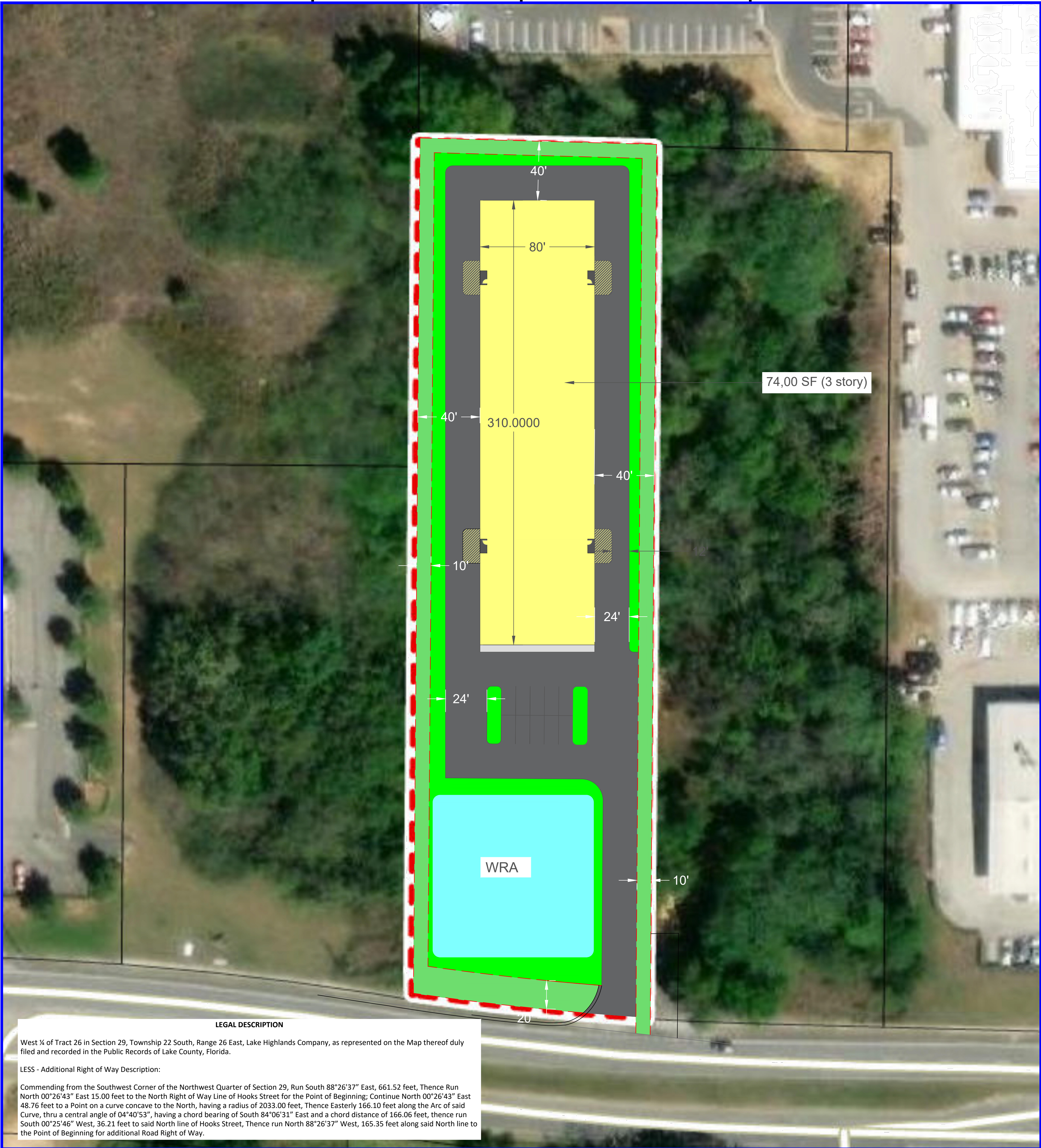
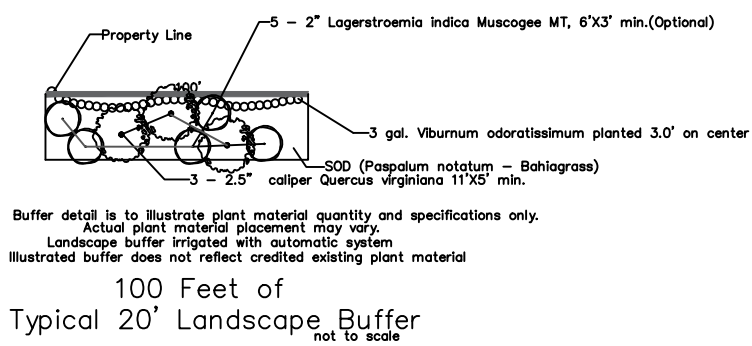
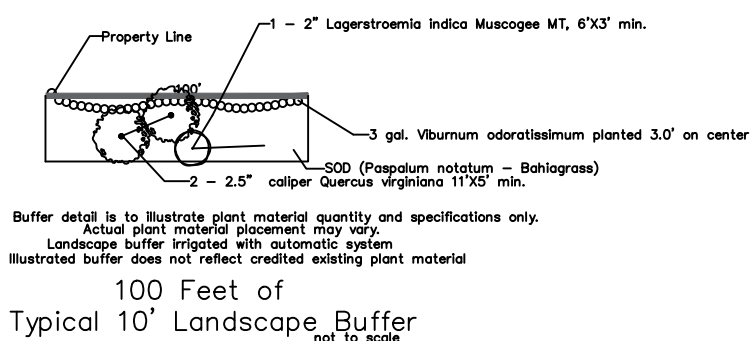
Max ISR - 80%  
Proposed ISR - 70%

Buffers

Buffers - Side and Rear -  
10' consisting of 2 canopy, 1 subcanopy, shrubs-  
3' high landscape screen - per 100 linear feet

Buffers - Front -  
20' - 3 canopy trees, 5 understory trees, shrubs and groundcover  
shall comprise 50% of the buffer area - per 100 linear feet:

Maximum allowable building height is 35'.  
Utilities, water, sewer and fire protection will be provided by the City of Clermont.  
Stormwater mangement will be through a system of swales and retention ponds as required.  
Existing vegetation to be utilized in landscape buffers wherever possible.  
\*This plan is conceptual in nature and is subject to change due to engineering and other influences.

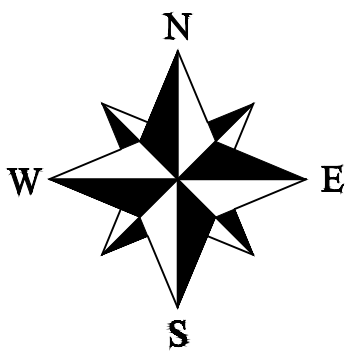


LEGAL DESCRIPTION

West ¼ of Tract 26 in Section 29, Township 22 South, Range 26 East, Lake Highlands Company, as represented on the Map thereof duly filed and recorded in the Public Records of Lake County, Florida.

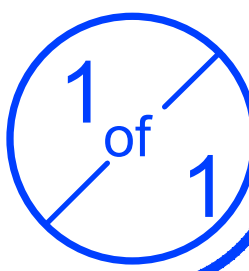
LESS - Additional Right of Way Description:

Commencing from the Southwest Corner of the Northwest Quarter of Section 29, Run South 88°26'37" East, 661.52 feet, Thence Run North 00°26'43" East 15.00 feet to the North Right of Way Line of Hooks Street for the Point of Beginning; Continue North 00°26'43" East 48.76 feet to a Point on a curve concave to the North, having a radius of 2033.00 feet, Thence Easterly 166.10 feet along the Arc of said Curve, thru a central angle of 04°40'53", having a chord bearing of South 84°06'31" East and a chord distance of 166.06 feet, thence run South 00°25'46" West, 36.21 feet to said North line of Hooks Street, Thence run North 88°26'37" West, 165.35 feet along said North line to the Point of Beginning for additional Road Right of Way.



Scale: 1:100

CEIO CRE Investments, LLC  
Conceptual Master Plan  
Lake County, FL







## CEIO CRE Investments, LLC Project Narrative

The property consists of 2.29 ± acres and is currently zoned Lake County Urban Residential District (R-6) which is inconsistent with the future land use map designation of Regional Commercial (Alternate Key # 2518332). The subject property is located on the north side of Hooks Street and east of Grand Highway (Figures 1 and 2). The surrounding area in general is developed as commercial.

**Figure 1. Project Location**

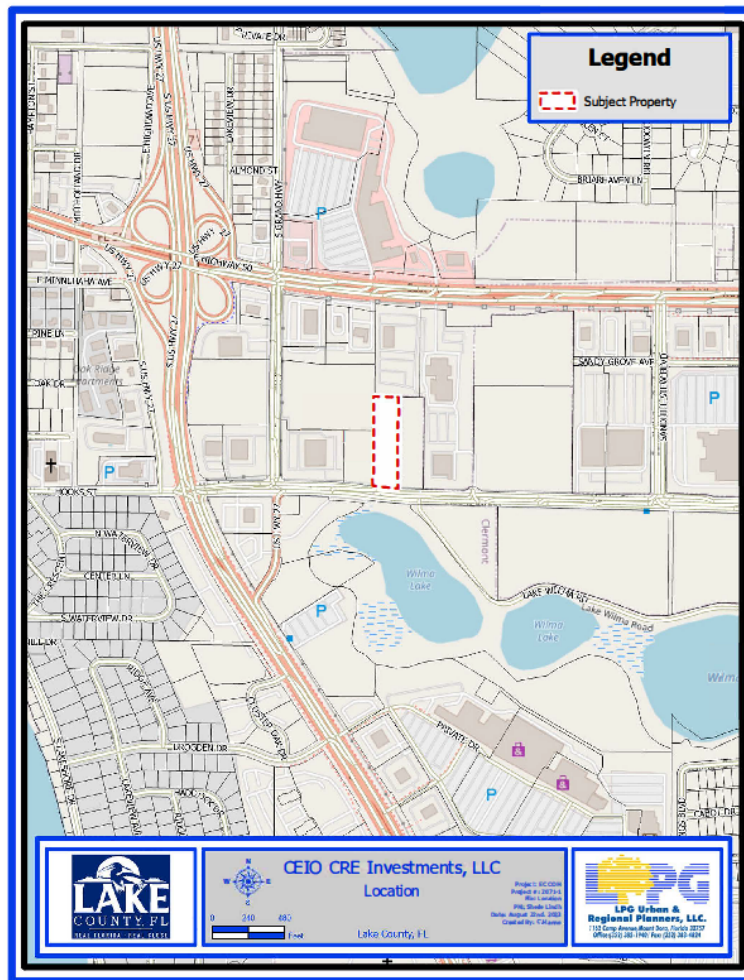




Figure 2. Project Aerial



### **Rezoning Request**

The request is to rezone the parcel from Lake County Urban Residential District (R-6) to City of Clermont General Commercial (C-2) (Figure 3). A companion annexation, small scale comprehensive plan map amendment from Lake County Regional Commercial to City of Clermont Commercial, and a Conditional Use Permit for mini-warehouse storage has been requested. The property is in an area of existing commercial development. The proposed rezoning is a logical and compact extension of commercial uses.

The surrounding properties to the north are zoned Planned Unit Development (PUD), General Commercial (C-2) and Medium Density Residential (R-2), south of the site, across Hooks Street are zoned R-6.

The proposed rezoning is consistent with all applicable provisions of the code. The proposed rezoning to C-2 is compatible to the surrounding area. Ten-foot (10') landscape buffers are proposed along the north, east and west property boundaries. A twenty-foot (20) buffer is proposed along the southern property boundary, adjacent to Hooks Street. The proposed buffers are consistent with LDR Article II, Section 123-43.

The rezoning to C-2 is consistent with the Comprehensive Plan land use designation of Commercial. The request is consistent with FLU Policies 1.1.1, 1.4.6, 1.5.14, Policy 1.6.4, and 1.6.7, among others.

The proposed C-2 is a logical extension of the existing development patterns in the area and would provide additional commercial services to meet the projected 2035 needs.

Figure 2. Existing Zoning

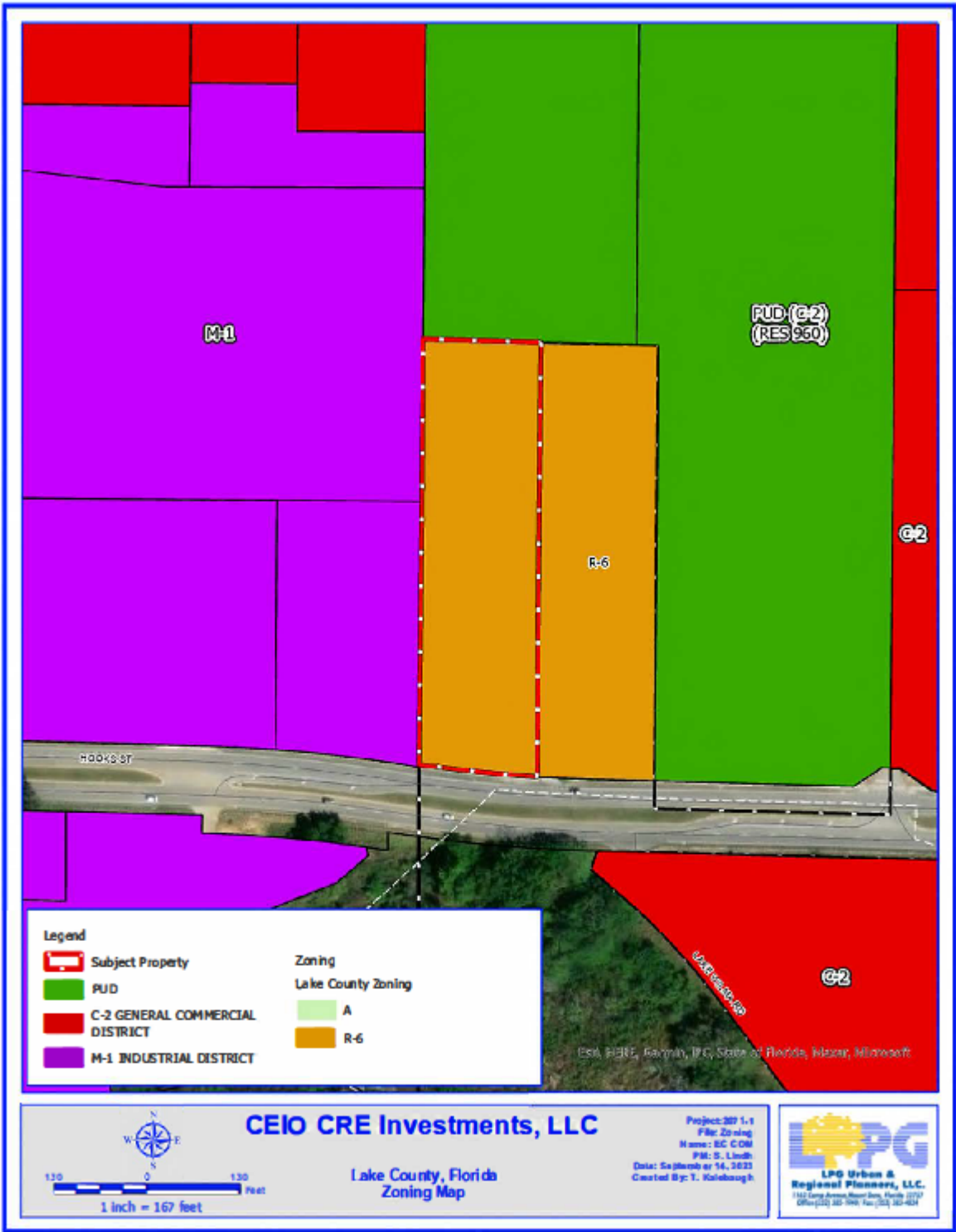
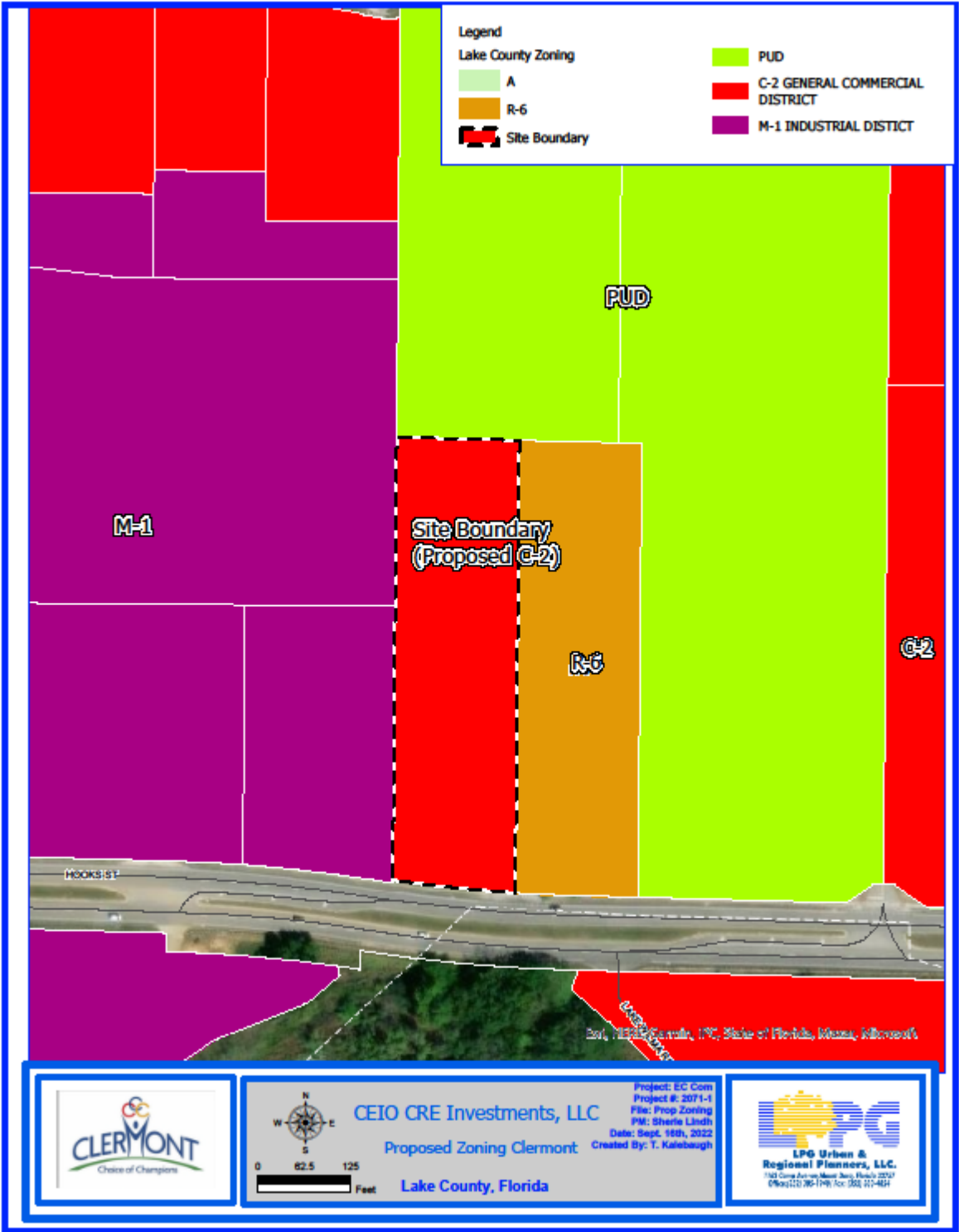


Figure 3. Proposed Zoning



### **Traffic Impact Analysis**

A request for an exemption to a Tier I Traffic Impact Analysis by Walsh Engineering is provided (Appendix A). The proposed project is projected to generate 108 daily trips, of which 11 trips occur during the PM Peak Hour.

### **Environmental Assessment**

An environmental assessment was conducted by Stillwater Environmental (Appendix B). Results of the assessment indicate that no protected species were observed onsite and none of the property is designed as wetlands or within the 100-year flood zone.





## CITY OF CLERMONT REZONING FILING INSTRUCTIONS

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

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

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

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



CITY OF CLERMONT  
**REZONING**  
**APPLICATION**

|                                                                                                    |  |                                                                                     |                                        |
|----------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------|----------------------------------------|
| <b>DATE</b> August 23, 2023                                                                        |  | <b>FEE:</b> \$542.00 + cost of advertisement + cost of traffic review, if necessary |                                        |
| <b>Project Name (if applicable)</b> CEIO CRE Investments, LLC                                      |  |                                                                                     |                                        |
| <b>Applicant</b> LPG Urban & Regional Planners, LLC                                                |  |                                                                                     |                                        |
| <b>Contact Person</b> Michael Rankin                                                               |  |                                                                                     |                                        |
| <b>Address</b> 1162 Camp Ave.                                                                      |  | <b>City</b> Mount Dora                                                              | <b>State</b> FL <b>Zip</b> 32757       |
| <b>Telephone</b> 352-385-1940                                                                      |  | <b>Fax</b> 352-383-4824                                                             |                                        |
| <b>Email</b> MichaelR@lpgurp.com                                                                   |  |                                                                                     |                                        |
| <b>OWNER INFORMATION</b>                                                                           |  |                                                                                     |                                        |
| <b>Owner's Name</b> CEIO CRE Investments LLC, Eduardo Luna Bontempo, Manager                       |  |                                                                                     |                                        |
| <b>Owner Address</b> 8336 Boyla Ct.                                                                |  | <b>City</b> Windermere                                                              | <b>State</b> FL <b>Zip</b> 34786       |
| <b>Telephone</b> 352-988-7316                                                                      |  | <b>Email</b> Ebontempo@gmail.com                                                    |                                        |
| <b>PROPERTY INFORMATION</b>                                                                        |  |                                                                                     |                                        |
| <b>Address of Subject Property</b><br>13119 Hooks Street                                           |  | <b>City</b><br>Clermont                                                             | <b>State</b><br>FL <b>Zip</b><br>34711 |
| <b>Legal Description (include copy of survey)</b><br>See attached                                  |  |                                                                                     |                                        |
| <b>Acreage</b><br>2.29                                                                             |  | <b>Land Use (City verification required)</b><br>Lake County Regional Commercial     |                                        |
| <b>Present Zoning (City verification required)</b><br>Lake County Urban Residential District (R-6) |  | <b>Proposed Zoning</b><br>General Commercial (C-2)                                  |                                        |



# CITY OF CLERMONT REZONING APPLICATION

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

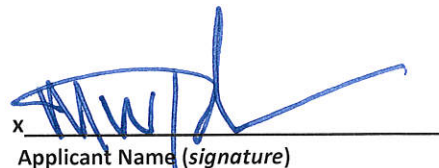
What are you proposing to do that would require a rezoning?

Rezoning is requested for compliance with land use designation request of City of Clermont Commercial which would be consistent with the comprehensive plan and adjacent properties.

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

Michael Rankin

Applicant Name (print)

x   
Applicant Name (signature)

Eduardo Luna Bontempo

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

## LEGAL NOTICE

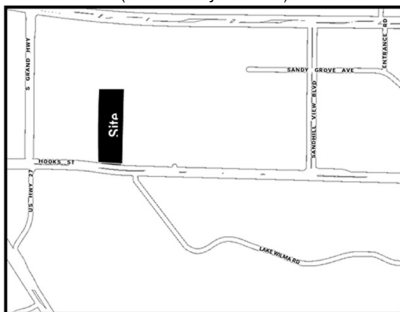
On Tuesday, February 6, 2024 at 6:30 PM, the Clermont Planning & Zoning Commission will consider the enactment of the following proposed ordinance, and on Tuesday, February 27, 2024 at 6:30 PM at a public hearing the request will be held before the City Council for Final Adoption.

### ORDINANCE NO. 2024-011

**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

13119 Hooks Street, Clermont, FL  
Vacant parcel located west of Highway 27 and north of Hooks Street  
(Alternate Key 2518332)



### LEGAL DESCRIPTION

WEST ¼ OF TRACT 26 IN SECTION 29, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE HIGHLANDS COMPANY, AS REPRESENTED ON THE MAP THEREOF DULY FILED AND RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. LESS – ADDITIONAL RIGHT OF WAY DESCRIPTION: COMMENCING FROM THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 29, RUN SOUTH 88°26'37" EAST, 661.52 FEET, THENCE RUN NORTH 00°26'43" EAST 15.00 FEET TO THE NORTH RIGHT OF WAY LINE OF HOOKS STREET FOR THE POINT OF BEGINNING; CONTINUE NORTH 00°26'43" EAST 48.76 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2033.00 FEET, THENCE EASTERLY 166.10 FEET ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 04°40'53", HAVING A CHORD BEARING OF SOUTH 84°06'31" EAST AND A CHORD DISTANCE OF 166.06 FEET, THENCE RUN SOUTH 00°25'46" WEST, 36.21 FEET TO SAID NORTH LINE OF HOOKS STREET, THENCE RUN NORTH 88°26'37" WEST, 165.35 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING FOR ADDITIONAL ROAD RIGHT OF WAY.

### PROPERTY REZONING

**FROM: Lake County R-6 Urban Residential District  
TO: C-2 General Commercial District**

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.



# CITY OF CLERMONT

## AGENDA ITEM

Page 1 of 1

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                              |                                |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|--------------------------------|
| <b>Meeting Date</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                              |                                |
| Tuesday, February 13, 2024                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                              |                                |
| <b>Agenda Item Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                              |                                |
| Ordinance No. 2024-012 <i>Intro</i><br><i>LDC Change - Section 125-527</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                              |                                |
| <b>Requested Action</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                              |                                |
| Recommend approval of Ordinance 2024-012.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                              |                                |
| <b>Staff Report</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                              |                                |
| <p>On August 22, 2023, the City Council passed a resolution, 2023-031R, that provided a six (6) month window for City staff to prepare and process an ordinance to create city code and/or land development regulations to address Chapter 2023-17, Laws of Florida, known as the Live Local Act (LLA). The LLA will preempt some provisions of the City's local comprehensive plan, zoning and land development regulations for certain mixed-use projects and multifamily projects having at least 40 percent of residential units within a project having affordable housing units for at least a 30-year period.</p> <p>Senate Bill 102 was signed by the governor and went into effect July 1, 2023. In order to provide a process to review LLA projects, staff researched many different jurisdictions to see how they dealt with the state's preemption on this matter. Staff drafted procedures, and they are being proposed as a revision to Section 125-527 in the Land Development Code. This language is replacing language that provided projects an opportunity to develop workforce housing in a very similar way. Since this new law effects all the State of Florida and preempts existing land development codes that deal with affordable housing, staff is proposing the repeal of the existing language and replacing it with the proposed language. The LLA takes the public hearing process of decision-making out of the local government's hands.</p> <p>City staff has explored many different options and in an effort to inform the residents and community, staff is recommending a neighborhood workshop as a requirement in the LLA process. An applicant will be responsible for conducting a workshop and informing the neighbors and provide an avenue for any other interested parties to discuss the project. An application form will be part of the process along with a sworn affidavit that the project meets all the requirements of the LLA. Staff recommends approval of Ordinance 2024-012. <i>Planning and Zoning Commission recommended approval, 7-0.</i></p> |                                              |                                |
| <b>Additional Analysis</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                              |                                |
| <b>Fiscal Impact Summary</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                              |                                |
| None.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                              |                                |
| <b>Fiscal Impact</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>Fund Number and Description</b>           | <b>Available Budget Amount</b> |
| <b>Exhibits Attached</b> (copies of original agreements)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                              |                                |
| 1. Ord. 2024-012 Live Local Act (2.6.2024)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Ord. 2024-012 Live Local Act (1.30.2024).pdf |                                |
| 2. Legal Ad - 2024-012 LLA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Legal Ad - 2024-012 LLA.pdf                  |                                |





*CITY OF CLERMONT*  
**ORDINANCE NO. 2024-012**

**AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, REPEALING SECTION 125-527 WORKFORCE HOUSING DENSITY BONUS AND REPLACING WITH 125-527 LIVE LOCAL ACT; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.**

**WHEREAS**, the Florida legislature recently passed and the Governor signed into law to be effective July 1, 2023, Senate Bill 102 known as the “Live Local Act”; and

**WHEREAS**, the Act addresses affordable housing throughout the State of Florida; and

**WHEREAS**, The City of Clermont wishes to allow the implementation of the Live Local Act within the City, while also preserving the character of the residential zoning districts and creating high quality attainable housing;

**WHEREAS**, the Live Local Act, among other things, authorizes multifamily and mixed-use residential as allowable uses in areas zoned for commercial, industrial or mixed-use if certain conditions regarding affordable housing are met, and the development satisfies the land development regulations and is otherwise consistent with the comprehensive plan;

**WHEREAS**, the Live Local Act requires the City to adopt and maintain a written process outlining procedures for expediting building permits and development orders for affordable housing projects;

**WHEREAS**, the current language in Section 125-527 Workforce Housing Density Bonus is very similar in nature to the Live Local Act and will be repealed and replaced with language that addresses the language in Senate Bill 102;

**WHEREAS**, the City wishes to revise the Land Development Code to implement procedures in regards to projects meeting the Live Local Act, in which will be in the best interest of its residents, property owners, employees, and community;

**WHEREAS**, pursuant to the provisions of Chapter 163, Florida Statutes, the City of Clermont Planning and Zoning Commission, acting as the Local Planning Agency of the City, has held a public hearing on February 6, 2024 and following such hearing found this Ordinance to be in the best interest of the City of Clermont, and recommended that the City Council adopt this Ordinance; and

**NOW, THEREFORE, BE IT HEREBY ORDAINED** by the City Council of the City of Clermont, that Chapter 125 Zoning of the Clermont Code of Ordinances be amended to make changes in Section 125-527, as set forth in the following amendments shown in Section 2.



*CITY OF CLERMONT*  
**ORDINANCE NO. 2024-012**

**SECTION 1: AUTHORITY**

The City Council of the City of Clermont has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapter 163 and 166, Florida Statutes.

**SECTION 2:**

The Land Development Code of the City of Clermont Code of Ordinances is hereby amended to read as follows:

**Sec. 125-527. Live Local Act Project Review Procedure**

- (a) **Purpose.** This Section has been established to guide the implementation of Senate Bill 102 also known as the “Live Local Act.” A Live Local Act Project is a multi-family rental development project that meets the following requirements, as further outlined in Florida Senate Bill 102:
- a. *Multifamily or mixed-use residential project in the C-1, C-2, M-1 and PUD zoning districts.*
  - b. *At least 40% of the units are affordable for eligible households up to 120% of the Area Median Income (AMI) for at least 30 years.*
  - c. *If the property is developed as a mixed-use project, at least 65% of the square footage of the project is residential.*
- (b) **Neighborhood Workshop.** The purpose of a neighborhood workshop is to ensure early citizen participation in an informal forum in conjunction with Live Local Act (LLA) applications, and to provide an applicant the opportunity to understand and try to mitigate any impacts an application may have on an affected community. These workshops ensure that citizens and property owners have an adequate opportunity to learn about LLA applications that may affect them and to work with the applicant to resolve any concerns at an early stage of the process. A neighborhood workshop is not intended to produce complete consensus on all LLA applications, but to encourage applicants to be good neighbors and to allow for informed decision making. If an applicant fails to hold a required neighborhood workshop, the Department shall not accept that development application for review under the Live Local Act review process.
- (c) **Public notice.** Public notice of a neighborhood workshop shall be provided as indicated below.
- (1) **Notice to Development Services Director.** An applicant intending to hold a neighborhood workshop shall coordinate with the Development Services Director prior to scheduling the workshop. The Developer Services Director, or designee, shall confirm receipt and acknowledgement of the proposed notice.
  - (2) **Notice required.**
    - a. The applicant shall provide notification of the workshop by mail to all owners of property located within 150 feet of the subject property. The applicant shall provide proof of mailing, as part of the LLA application, by submitting a signed and notarized affidavit, on a form acceptable to the City, attesting to the date of the mailing and the number of notices sent. In addition, a copy of the mailed notice shall be included within the application along with a list containing the name and address of property owners to whom the mailed notices were provided. In addition to the property owners, notices shall also be mailed to the Lake County School Board and the Lake County Board of County Commissioners. The applicant shall mail these notices with proper postage at least 15 calendar days before the date of the workshop.
    - b. The applicant shall also post notice signs of the workshop at the property that is the subject of the LLA application at least 15 calendar days before the date of the workshop. The notice must include a description of the application, potential uses, and other information as required by the Development Services Director or designee, as well as the date, time, and location of the workshop. The applicant’s contact information shall also be included on the posted notice sign.



*CITY OF CLERMONT*  
**ORDINANCE NO. 2024-012**

The sign or signs shall be erected on each street side of said land or where the sign or signs would be in the most conspicuous place to the passing public as determined by the Development Services Director or designee. A notarized affidavit shall be submitted certifying that the signs were posted in compliance with the standards in this Section along with photographs of all the signs posted.

- c. The applicant shall publish notice of the workshop in a newspaper of general circulation a minimum of fifteen (15) days before the workshop. The advertisement shall be a minimum of two (2) columns wide and four (4) inches long. The ad shall be titled "Public Notice," with a description of the request, a map of the property, location of workshop, date, time and applicant's contact information.
- (3) *Postponed workshops.* New public notice consistent with the Section above shall be provided for any rescheduled workshop.
- (d) **Workshop and public participation report.** The applicant shall as part of the LLA application hold a workshop and submit a written public participation report documenting the results of the public participation effort.
  - (1) *Workshop date and time.* The workshop shall start between 6:00 p.m. and 8:00 p.m. on a weekday or between 9:00 a.m. and 7:00 p.m. on a weekend. The workshop shall not be held on a holiday, holiday weekend, day before a holiday, or day before a holiday weekend. The workshop must be held in a location generally near the subject property and must be held in a facility that is ADA compliant.
  - (2) *Workshop elements.* At the workshop, the applicant shall present the following, as applicable:
    - a. A general concept plan for the use of all included lands. Such plans shall indicate the general location of residential areas (including density and unit types), Open Space, active or resource-based recreation areas, natural areas (including wetlands and flood plains), and non-residential areas (including maximum square footage and maximum height).
    - b. A plan of vehicular, bicycle, and pedestrian circulation showing the general locations and right-of-way widths of roads, sidewalks and access points to the external and internal thoroughfare network.
    - c. Drawings indicating the conceptual architectural theme or appearance and representative building types.
  - (3) *Workshop summary.* The applicant shall submit to the Department, as part of the LLA application, a summary of the materials presented at the workshop, the issues raised by those in attendance, the suggestions and concerns of those in attendance, a copy of the sign-in sheet, a copy of the workshop advertisement and a copy of the mailed notices sent to property owners.
- (e) **Application and review.**
  - (1) *Application.* Applications for development under the Live Local Act ("LLA Application") shall be made on the appropriate form provided for that purpose by the City. The LLA application shall be in addition to any other application required commensurate with the type of use and project. The LLA application shall specifically demonstrate, at a minimum, that the project qualifies as affordable housing under the Act and sworn by notarized affidavit.
  - (2) *Review.* Upon receipt of a completed application the Development Services Director or designee, shall forward the completed application to the Site Review Committee, who shall submit written review report of the application. Review of the LLA application shall be in addition to any other review (site plan) associated with the development.
  - (3)
- (f) **Compliance.**
  - (1) The Applicant/Owner of the Live Local Project shall submit a notarized affidavit to the City by December 31<sup>st</sup> of each year attesting they meet the requirements under Florida Statutes, Section 166.04151 Affordable Housing (7)(a).



*CITY OF CLERMONT*  
**ORDINANCE NO. 2024-012**

**SECTION 3: CONFLICT**

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

**SECTION 4: SEVERABILITY**

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

**SECTION 5: CODIFICATION**

The text of Section 2 of this Ordinance shall be codified as a part of the Clermont City Code. The codifier is authorized to make editorial changes not effecting the substance of this Ordinance by the substitution of "Article" for "Ordinance", "Section" for "Paragraph", or otherwise to take such editorial license.

**SECTION 6: ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR**

Regardless of whether such inclusion in the Code as described in Section 5 is accomplished, sections of the Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

**SECTION 7: RECORDING**

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

**SECTION 8: PUBLICATION AND EFFECTIVE DATE**

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



*CITY OF CLERMONT*  
**ORDINANCE NO. 2024-012**

**PASSED AND ADOPTED** by the City Council of the City of Clermont, Lake County, Florida, on this 27th 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



## Order Confirmation

Not an Invoice

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

|                           |            |
|---------------------------|------------|
| <b>Date:</b>              | 01/12/2024 |
| <b>Order Number:</b>      | 9740857    |
| <b>Prepayment Amount:</b> | \$ 0.00    |

|                          |         |
|--------------------------|---------|
| <b>Column Count:</b>     | 1.0000  |
| <b>Line Count:</b>       | 57.0000 |
| <b>Height in Inches:</b> | 0.0000  |

### Print

| Product                 | #Insertions | Start - End             | Category              |
|-------------------------|-------------|-------------------------|-----------------------|
| LEE Daily Commercial    | 2           | 01/22/2024 - 02/12/2024 | Govt Bids & Proposals |
| LEE dailycommercial.com | 2           | 01/22/2024 - 02/12/2024 | Govt Bids & Proposals |

As an incentive for customers, we provide a discount off the total order cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and save!

|                                          |          |
|------------------------------------------|----------|
| Total Cash Order Confirmation Amount Due | \$176.44 |
| Service Fee 3.99%                        | \$7.04   |
| Cash/Check/ACH Discount                  | -\$7.04  |
| Payment Amount by Cash/Check/ACH         | \$176.44 |
| Payment Amount by Credit Card            | \$183.48 |

**Order Confirmation Amount**

**\$176.44**

## Ad Preview

### LEGAL NOTICE

On Tuesday, February 6, 2024 at 6:30 PM the Clermont Planning and Zoning Commission will consider the proposed ordinance to amend the code of ordinances. The final enactment of the ordinance will be heard by the City Council on Tuesday, February 27, 2024 at 6:30 PM

#### ORDINANCE NO. 2024-012

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, REPEALING SECTION 125-527 WORKFORCE HOUSING DENSITY BONUS AND REPLACING WITH 125-527 LIVE LOCAL ACT; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

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

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

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

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

Tracy Ackroyd Howe, MMC  
City Clerk  
1/22, 2/12/24



## CITY OF CLERMONT

# AGENDA ITEM

Page 1 of 2

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>Meeting Date</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |
| Tuesday, February 13, 2024                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |
| <b>Agenda Item Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |
| Ordinance No. 2024-013 <i>Intro/Transmittal</i><br><i>Comprehensive Plan Text Amendment - Density</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |
| <b>Requested Action</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |
| Recommend transmittal of Ordinance 2024-013.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |
| <b>Staff Report</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |
| <p><i>Since this proposal is an amendment to the text of the City's Comprehensive Plan, a mandatory review process involving the state agencies is warranted with a time to comment. This will be presented for adoption in April, pending any comments.</i></p> <p>This is a staff initiated text amendment to modify language within Chapter 1 - Future Land Use Element of the City's Comprehensive Plan. In 2017, a text amendment was presented and approved by City Council under Ordinance 2016-40 to allow an increase in density through a density bonus program within the Downtown Mixed-Use District. This amendment provided a density ranging from 12 dwelling units per acre up to 40 dwelling units per acre. In 2018, another text amendment was presented and approved by City Council under Ordinance 2018-27 to allow an increase in density to encourage workforce housing in particular areas of the City. The dwelling unit (du) count increased from 12 du up to 25 du for projects that utilized the Workforce Housing initiatives within a project. A specific number of workforce housing units had to be included in an overall project if a developer requested an increase over the 12 du per acre. The City has not processed a Workforce Housing initiative project and only two density bonus projects within the Downtown Mixed-Use District. The two that have been received and processed are the Graff Building at 32.5 dwelling units per acre and Clermont Lumberyard at 36 dwelling units per acre.</p> <p>Due to the lack of projects using the Workforce Housing initiative and limited projects seeking the density bonus, staff is recommending the maximum density to be reduced and the program requirements eliminated. This is also in conjunction with the recent legislative changes of the adoption of Senate Bill 102, also known as the "Live Local Act." Staff is requesting these reductions to be reflected in the City's Comprehensive Plan, particularly in Policy 1.2.4 that shows a chart of the maximum density in each future land use.</p> |  |

| Future Land Use Categories      | Maximum Density/Intensity (per gross acre) |
|---------------------------------|--------------------------------------------|
| Conservation                    | Not Developable                            |
| Parks                           | N/A                                        |
| Public Facilities/Institutional | 0.25 FAR                                   |
| Residential                     |                                            |
| Low-Density                     | 3 units per acre                           |
| Medium-Density                  | 8 to 12 units per acre                     |
| High-Density                    | 12 units per acre                          |
| Office                          | 1.0 FAR                                    |
| Mixed-Use                       |                                            |
| Residential/Office              | 12 units per acre/0.25 FAR                 |
| Master Planned Development      | 12 <del>-25</del> units per acre/0.25 FAR  |
| Downtown Mixed-Use              | <del>12-40</del> 16 units per acre/3.0 FAR |
| Commercial                      | 12 <del>-25</del> units per acre/0.25 FAR  |
| Industrial                      | 1.0 FAR                                    |

With the introduction of the “Live Local Act,” a developer may seek an affordable housing project, according to the requirements within Chapter 2023-17 without having the assistance of the density bonus and workforce housing initiative within the Comprehensive Plan. Therefore, staff requests the proposed changes within Chapter 1 – Future Land Use Element that reduce the maximum density to 16 dwelling units per acre in the Downtown Mixed-Use District and 12 dwelling units per acre in the Commercial and Master Planned District. The changes are limited to Policy 1.2.4, 1.9.2 and Objective 1.7 within the FLU Element. No other changes have been made. Staff recommends transmittal of Ordinance 2024-013 to the state agencies for review and proposes adoption in April. *Planning and Zoning Commission recommended approval, 6-1.*

|                                                          |                                              |                                |
|----------------------------------------------------------|----------------------------------------------|--------------------------------|
| <b>Additional Analysis</b>                               |                                              |                                |
|                                                          |                                              |                                |
| <b>Fiscal Impact Summary</b>                             |                                              |                                |
| None.                                                    |                                              |                                |
| <b>Fiscal Impact</b>                                     | <b>Fund Number and Description</b>           | <b>Available Budget Amount</b> |
|                                                          |                                              |                                |
| <b>Exhibits Attached</b> (copies of original agreements) |                                              |                                |
| 1. Ord. 2024-013 - Density LLA (01.26.2024)              | Ord. 2024-013 - Density LLA (01.26.2024).pdf |                                |
| 2. 2014-013 Legal Ad                                     | 2014-013 Legal Ad.pdf                        |                                |



*CITY OF CLERMONT*  
**ORDINANCE NO. 2024-013**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF CLERMONT, FLORIDA, PURSUANT TO THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING ACT, CHAPTER 163, PART II, FLORIDA STATUTES BY ADOPTING TEXT CHANGES TO THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN TO REDUCE THE MAXIMUM DENSITY WITHIN THE MASTER PLANNED DEVELOPMENT, DOWNTOWN MIXED USE, AND COMMERCIAL FUTURE LAND USE CATEGORY; SETTING FORTH THE AUTHORITY FOR ADOPTION OF THE COMPREHENSIVE PLAN AMENDMENTS; SETTING FORTH THE PURPOSE AND INTENT OF THE COMPREHENSIVE PLAN AMENDMENTS; ESTABLISHING THE LEGAL STATUS OF THE COMPREHENSIVE PLAN AMENDMENTS; 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 163.3187; 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 Element is hereby amended as shown in Exhibit A.

**SECTION 2: 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. 2024-013**

**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: 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. 2024-013**

**PASSED AND ADOPTED** by the City Council of the City of Clermont, Lake County, Florida on this 23<sup>rd</sup> day of April 2024.

CITY OF CLERMONT

---

Tim Murry, Mayor

ATTEST:

---

Tracy Ackroyd Howe, MMC  
City Clerk

Approved as to form and legality:

---

Daniel F. Mantzaris, City Attorney

Exhibit A



CITY OF CLERMONT  
COMPREHENSIVE PLAN

CHAPTER I  
FUTURE LAND USE ELEMENT

Adopted June 23, 2009  
Amended February 28, 2017  
Amended August 28, 2018  
Amended August 25, 2020  
Amended March 22, 2022  
Amended September 23, 2022  
Amended February 28, 2023  
Amended April 23, 2024

THIS PAGE INTENTIONALLY LEFT BLANK

---

## CHAPTER I

### FUTURE LAND USE

---

**GOAL 1: Ensure that the character, magnitude and location of all land uses provide a system for orderly growth and development that achieves a balanced natural, physical and economic environment and enhances the quality of life of all residents.**

**Objective 1.1: Discourage Urban Sprawl.** The City shall discourage and/or reduce urban sprawl through a future land use pattern that promotes orderly, compact development and the provision of public facilities and services that minimize costs and environmental impacts and maximize efficiency.

**Policy 1.1.1:** Urban services such as water and sewer shall not be extended outside the Lake County/Clermont Joint Planning Area (JPA) without a companion land use plan amendment modifying the boundary and amending the land uses. An exception may be considered where public health, safety and welfare require a community water system or the extension of water service to ensure safe potable water.

**Policy 1.1.2:** The City shall prioritize its capital improvements funding by assigning first priority to the renewal, reuse and/or rehabilitation of existing facilities or to the replacement of existing obsolete or worn out facilities.

**Policy 1.1.3:** The City shall encourage infill through the use of higher density and intensity land use designations and mixed-use designations in appropriate locations.

**Objective 1.2: Future Land Use Map Series.** The City shall ensure that future development and redevelopment activities are located in appropriate areas of the City by adopting a Future Land Use Map Series included as **Appendix A** of this element that contains the Future Land Use Map (FLUM), Future Transportation Map and Natural Resources Map, which together form the basis for consideration of future land use plan amendments. The Future Land Use Map Series, along with the City's land development regulations, shall reduce or eliminate existing land uses that are inconsistent with the community's character.

**Policy 1.2.1:** The City shall consider the compatibility of adjacent future land use categories during the land use plan amendment process. The City shall consider potential maximum densities and intensities and the appropriate transition of uses, densities and intensities.

**Policy 1.2.2:** The land development regulations shall include provisions to reduce or eliminate land uses that are inconsistent with the City's character and future land use, including those uses that are inconsistent with hazard mitigation recommendations in the Lake County emergency management plan.

**Policy 1.2.3:** The City shall discourage the continuation of nonconforming uses to the extent established in the land development regulations. Redevelopment of the property will be allowed only if it is consistent with the FLUM and the zoning district.

**Policy 1.2.4:** The adopted FLUM contains and identifies appropriate locations for the following land use categories which were established to prevent urban sprawl, provide for the protection of natural and historic resources and maximize economic development:



| Future Land Use Categories             | Maximum Density/Intensity (per gross acre) |
|----------------------------------------|--------------------------------------------|
| <b>Conservation</b>                    | Not Developable                            |
| <b>Parks</b>                           | N/A                                        |
| <b>Public Facilities/Institutional</b> | 0.25 FAR                                   |
| <b>Residential</b>                     |                                            |
| Low-Density                            | 3 units per acre                           |
| Medium-Density                         | 8 to 12 units per acre                     |
| High-Density                           | 12 units per acre                          |
| <b>Office</b>                          | 1.0 FAR                                    |
| <b>Mixed-Use</b>                       |                                            |
| Residential/Office                     | 12 units per acre/0.25 FAR                 |
| Master Planned Development             | 12 units per acre/0.25 FAR                 |
| Downtown Mixed-Use                     | 16 units per acre/3.0 FAR                  |
| <b>Commercial</b>                      | 12 units per acre/0.25 FAR                 |
| <b>Industrial</b>                      | 1.0 FAR                                    |

**Objective 1.3: Conservation Land Use Category.** The conservation category is established for the long-term protection and preservation of publicly or privately owned lands that contain valuable and threatened natural resources, such as wetlands, floodplains and unique ecological communities.

**Policy 1.3.1:** Only passive open space and passive recreational activities shall be allowed in the conservation category, limited to resource-enhancing facilities such as multi-purpose trails, bike paths and natural land restoration projects. Interactive areas/facilities may be allowed as long as they are provided and managed consistent with goals, objectives and policies of this element as well as the goals, objectives, policies, standards and criteria set forth in the Conservation Element.

**Policy 1.3.2:** Lands designated as conservation on the FLUM may be counted toward meeting the adopted level of service standards for recreation and open space for the City.

**Policy 1.3.3:** If it is impractical to designate the area containing conservation resources as conservation land use due to size, location or other factors, the City shall have the option of obtaining a conservation easement from the property owners to protect the area. Areas covered by a conservation easement shall be treated the same as areas designated as conservation land use on the FLUM.

**Policy 1.3.4:** No development is permitted within the conservation category, except where state and/or federal agencies having jurisdiction already allow development rights. The applicant shall bear the burden of proof in determining that development shall not adversely impact conservation resources. Site alteration, where allowed, shall be limited to 10 percent of the entire site.

**Objective 1.4: Parks Land Use Category.** The parks category is established to provide sufficient space for public and private parks that are open to the public for active and passive recreation use.

**Policy 1.4.1:** The parks land use category is intended to accommodate existing public parks and recreation areas as well as committed public and semi-public open spaces. The maximum intensity of buildings on site shall be 0.25 Floor-Area-Ratio (FAR).

**Policy 1.4.2:** Not all parks and recreational facilities are required to be shown as parks on the FLUM. Park and recreation uses shall be allowed in other categories as support uses.

**Objective 1.5: Public Facilities/Institutional Land Use Category.** The public facilities/institutional category is established for publicly-owned institutional parcels and privately-owned, non-profit institutional parcels meeting threshold sizes established herein.

**Policy 1.5.1:** The public/institutional land use designation is intended to accommodate public and semi-public services including government administration buildings; public schools and not-for-profit educational institutions; hospital facilities and supportive health care units; arts, cultural or civic facilities; essential public services and facilities; cemeteries; fire and emergency operation facilities; utilities; public and semi-public open spaces and other similar activities. The maximum intensity of institutional activity shall be 0.25 FAR.

**Policy 1.5.2:** Churches and religious institutions on parcels greater than two acres shall be designated as public facilities/institutional future land use category on the FLUM, except those within the master planned development and the downtown mixed-use land use categories.

**Policy 1.5.3:** Public and private schools on parcels greater than five acres shall be designated as public facilities/institutional future land use category on the FLUM, except those within the master planned development and the downtown mixed-use land use categories.

**Policy 1.5.4:** The City shall monitor the need for increased land area for public/institutional uses and shall ensure that this land use designation on the FLUM is expanded to accommodate the development of public and semi-public facilities such as government administration buildings; fire, police and rescue services; educational institutions and similar public uses.

**Objective 1.6: Residential Land Use Categories.** The residential categories are established to provide for the preservation of existing, predominantly residential neighborhoods. These categories allow a range of housing types of low, medium and high residential densities at a maximum density of up to 12 units per acre; however, densities higher than eight units per acre shall require a conditional use permit or a Planned Unit Development (PUD) zoning. Other uses allowed include supportive accessory uses, churches and schools as conditional uses, minor public utilities (i.e., telephone switching stations, lift stations, drainage infrastructure and similar facilities), parks and open space, municipal facilities and other civic and cultural uses subject to standards and performance criteria set forth in this plan and in the land development regulations. Based on current land use trends, the City estimates that the mix of uses in the residential categories will be about 85 percent residential and 15 percent public facilities/institutional and recreation uses.

**Policy 1.6.1: Low-Density Residential.** Areas delineated on the FLUM for low-density residential development shall accommodate a maximum density of up to three dwelling units per acre and shall be comprised primarily of single-family detached homes on individual lots.

**Policy 1.6.2: Medium-Density Residential.** Areas delineated on the FLUM for medium-density residential development shall accommodate a maximum density of up to eight units per acre. To encourage higher density adjacent to Downtown and provide enhanced walkability between housing and the Central Business District, land designated as Medium-Density Residential Future Land Use adjacent to the Downtown Mixed Use Future Land Use may have a density of up to 12 units per acre. However, densities higher than eight units per acres shall require a Conditional Use Permit. The Medium-Density Residential Future Land Use area eligible for density up to 12 units per acre is north of SR 50, South of Lake Minneola, West of 5<sup>th</sup> Street and East of 12<sup>th</sup> Street. Permitted housing types include single-family detached homes, including zero-lot-line and cluster developments, duplexes, townhomes, condominiums, accessory dwelling units, and apartments.

**Policy 1.6.3: High-Density Residential.** Areas delineated on the FLUM for high-density residential development shall accommodate a maximum density of 12 units per acre; however, densities higher than eight units per acre shall require a conditional use permit or a Planned Unit Development (PUD) zoning. Permitted housing types include single-family detached homes, including zero-lot-line and cluster developments, duplexes, townhomes, condominiums and apartments. Nursing homes, assisted living facilities and independent living facilities shall be permitted in the high-density residential land use as a planned unit development (PUD) consistent with land development regulations and may have a maximum intensity of 3.0 FAR.

**Policy 1.6.4:** Performance standards for residential uses shall include, but are not limited to, the following:

- The land development regulations shall include performance standards for high-density and multi-family residential uses that control the location of proposed buildings in relation to the overall dimension of the site, provide sufficient on- site/structured parking where applicable, and provide open space and recreation amenities.
- The land development regulations shall contain requirements for significant open space, landscaping and buffers to effectively screen multi-family developments from low-density residential zoning districts.
- Multi-family residential developments of more than 50 units shall provide recreational facilities to meet the needs of the population of the development.
- Grid street networks are highly encouraged to serve residential developments and provide connectivity throughout the City. Cul-de-sacs and gated developments are discouraged.
- Themes are encouraged for residential developments to include cohesive streetscape design, signage, landscape architecture and streetscape furniture to create an identity for the neighborhoods in the City.

**Objective 1.7: Mixed-Use Land Use Categories.** The mixed-use categories are established to accommodate a mixture of residential, office and commercial uses as single uses on separate parcels or as a mix of uses within a single development. The maximum density for residential uses shall be 12 units per acre, except in the Downtown Mixed Use Category, which may allow up to 16 units per acre. The maximum density for residential uses shall be 12 units per acre in the Master Planned Development Use. Densities higher than eight units per acre in the Residential/Office Category shall require a

conditional use permit. Other uses allowed include supportive accessory uses, churches and schools as conditional uses, minor public utilities (i.e., telephone switching stations, lift stations, drainage infrastructure, and similar facilities), parks and open space, municipal facilities and other civic and cultural uses subject to standards and performance criteria set forth in this plan and in the land development regulations.

**Policy 1.7.1: Residential/Office.** The residential/office category is intended to provide for a mixture of predominantly residential uses, while allowing for professional offices that are consistent with the general character of the adjacent residential uses. Based on current land use trends, the City estimates that the mix of uses in the residential/office category will be 65 percent residential and 35 percent non-residential. The maximum intensity for office development shall be 0.25 FAR. The FAR shall not be applied to the residential portion of a mixed-use development.

**Policy 1.7.2: Planned Development.** The master planned development category is intended to provide for two existing approved developments of regional impact (DRI), King's Ridge DRI and Lost Lake Reserve DRI, the Black West proposed mixed-use development subject to a utility and annexation agreement approved by the City and new master planned, mixed-use projects that shall be applied only upon City Council approval of a development agreement that specifies the allowable types and distribution of land uses and the maximum number/density of residential units, and which demonstrates that public facilities and services meet the requirements of the City's Concurrency Management System. The maximum intensity for office and commercial uses shall be 0.25 FAR; 1.0 FAR for industrial uses; and 0.25 FAR for institutional uses. The FAR shall not be applied to the residential portion of a mixed-use development.

**Policy 1.7.3: Downtown Mixed-Use.** The downtown mixed-use category is intended to provide for a mixture of residential and business uses, as well as cultural and tourist facilities, recognized as characteristic of the City's established downtown central business district. Based on current land use trends, the City estimates that the mix of uses will be 70 percent office and commercial uses and 30 percent residential, public facilities/institutional and recreation uses. The maximum intensity for office, commercial and institutional uses shall be 3.0 FAR. The FAR shall not be applied to the residential portion of a mixed-use development.

**Policy 1.7.4:** Nursing homes, assisted living facilities and independent living facilities shall be permitted in all mixed-use land use categories as a PUD consistent with land development regulations and may have a maximum intensity of 3.0 FAR.

**Policy 1.7.5:** Performance standards for mixed-use developments shall include, but are not limited to, the following:

- Mixed-use developments are encouraged to incorporate town or village centers that are sized to serve the needs of residents in the development within a quarter-mile of the center.
- Unified architectural and streetscape themes are encouraged for all mixed-use developments.
- A mixed-use development may include a mixture of land uses on the same site and/or in the same building.
- For a mixed-use building, only retail sales and services and restaurants are permitted on the ground floor.

**Objective 1.8: Office Land Use Category.** The office category is established to provide for office uses in areas that transition to residential neighborhoods. Uses allowed in addition to offices are supportive accessory uses, churches and schools as conditional uses, minor public utilities (i.e., telephone switching stations, lift stations, drainage infrastructure, and similar facilities), parks and open space, municipal facilities and other civic and cultural uses subject to standards and performance criteria set forth in this plan and in the land development regulations.

**Policy 1.8.1:** Residential uses are not allowed in the office category.

**Policy 1.8.2:** Nursing homes, assisted living facilities and independent living facilities shall be permitted in all mixed-use land use categories as a PUD consistent with land development regulations and may have a maximum intensity of 3.0 FAR.

**Objective 1.9: Commercial Land Use Category.** The commercial category is established to assure availability of sufficient office and commercial sites to serve the needs of the existing and projected population. In addition to office and commercial uses, residential uses are allowed, preferably as mixed-use, high-density developments, as well as supportive accessory uses, churches and schools as conditional uses, minor public utilities (i.e., telephone switching stations, lift stations, drainage infrastructure, and similar facilities), parks and open space, municipal facilities and other civic and cultural uses subject to standards and performance criteria set forth in this plan and in the land development regulations.

**Policy 1.9.1:** The commercial land use category shall accommodate activities such as general retail sales and services, professional and business offices, personal services and limited residential use. Based on current land use trends, the City estimates that the mix of uses will be 90 percent office and commercial uses and 10 percent residential, public facilities/institutional and recreation uses.

**Policy 1.9.2:** The maximum intensity of commercial development shall be limited to 0.25 FAR. The maximum density for residential uses shall be 12 units per acre. Densities higher than eight units per acre shall require a conditional use permit or a Planned Unit Development (PUD) zoning.

**Policy 1.9.3:** Hotels and hospitals shall be allowed as a conditional use within the commercial land use category and shall be limited to a maximum intensity of 3.0 FAR.

**Policy 1.9.4:** Nursing homes, assisted living facilities and independent living facilities shall be permitted in the commercial land use category as a PUD consistent with land development regulations and may have a maximum intensity of 3.0 FAR.

**Policy 1.9.5:** Residential storage facilities shall be allowed as a conditional use within the commercial land use category and shall be limited to a maximum intensity of 1.0 FAR. This shall not include the storage of manufacturing or commercial products.



**Objective 1.10: Industrial Land Use Category.** The industrial category is established to provide sufficient land for existing and anticipated future industrial needs and requisite support services.

**Policy 1.10.1:** Residential uses are not allowed in the industrial category.

**Policy 1.10.2:** Uses allowed in the industrial category include manufacturing, assembling and distribution activities; warehousing and storage activities; general commercial activities; and other similar land uses which shall be regulated through appropriate land development regulations. Heavy metal fabrication, batch plants, salvage yards, chemical or petroleum manufacturing or refining, rubber or plastics manufacturing or other uses generating potentially harmful environmental or nuisance impacts shall be prohibited.

**Policy 1.10.3:** The maximum intensity of industrial development shall be limited to 1.0 FAR.

**Objective 1.11: Smart Growth Principles.** New development in the City shall comply with “Smart Growth” principles that minimize the emission of greenhouse gases and reduce vehicle miles of travel as opposed to conventional development standards that encourage urban sprawl. The following policies shall be incorporated into the City’s land development regulations prior to the next required Evaluation and Appraisal Report.

**Policy 1.11.1:** Development in the Downtown Mixed-Use land use category, and where appropriate in the Residential/Office and Master Planned Development categories, shall provide pedestrian-friendly street design (buildings close to street; porches, windows and doors; tree-lined streets; hidden parking lots; garages in rear; narrow, slow-speed streets).

**Policy 1.11.2:** New development, as well as infill development where feasible, shall provide interconnected street grid networks to disperse traffic and encourage walkability. Developments may include a hierarchy of narrow streets, boulevards and alleys; high-quality pedestrian networks; designs that encourage a greater use of s, rollerblades, scooters and walking as daily transportation; connectivity to public transit; and a land use mix that demonstrates reduced external trips by encouraging internal trips.

**Policy 1.11.3:** New development in the Downtown Mixed-Use, and where appropriate in the Residential/Office and Master Planned Development categories, shall provide a mix of shops, offices, apartments and homes on site and provide mixed-use within neighborhoods, within blocks and within buildings.

**Policy 1.11.4:** Developments that require site plan review and approval shall be evaluated on the use of site and building design that emphasizes beauty, aesthetics, human comfort, creating a sense of place, special placement of civic uses and sites and human-scale architecture and amenities, especially at street level.

**Objective 1.12: Public Facilities and Services.** Development, redevelopment, land use plan amendments and changes to the zoning of a site shall be coordinated with the availability of adequate services and facilities, including assurance that land is available for the needed utility facilities and services.

**Policy 1.12.1:** The Lake-Sumter Metropolitan Planning Organization’s transportation concurrency management system (TCMS) and Traffic Impact Study Methodology Guidelines,

Volume I: Lake County Checkbook TCMS dated May 28, 2008, and as amended, shall serve as the City's transportation concurrency management system.

**Policy 1.12.2:** All development orders or permits, including any redevelopment activities, shall be issued only if there are public facilities and services available with sufficient capacities to maintain the level of service standards concurrent with the impacts of the proposed development. Prior to the issuance of a building permit, the City shall verify with its utility department that adequate water supplies will be available to serve new development no later than the anticipated date of issuance of the certificate of occupancy.

**Policy 1.12.3:** The City shall encourage requests for voluntary annexation into the City when those lands are logical extensions of the existing City limits, when services can be properly provided and when proposed uses are compatible with the City's comprehensive plan.

**Policy 1.12.4:** The City shall encourage the development of undeveloped pockets and enclaves within developed areas to utilize existing facilities efficiently.

**Policy 1.12.5:** The City shall ensure the availability of suitable land for public services and facilities necessary to support proposed development and shall approve sites for such facilities and services concurrent with the approvals for the development requiring the services and facilities.

**Policy 1.12.6:** The City shall require new development to provide necessary services and facilities or to pay a fair share of the cost of those services and facilities through impact fees, special assessments, exactions, conveyance of land or easements or pro-rata agreements.

**Policy 1.12.7:** The City shall continue to require dedication of adequate rights-of-way for use as roadways, stormwater management and by utility companies for new construction, service extensions or facility improvements.

**Policy 1.12.8:** Private or public electric utilities needed to support the future land use categories may be permitted as conditional uses in all land use designations except for residential, conservation or parks categories.

**Policy 1.12.9:** Small-scale, site-specific, or off-grid electrical generation systems serving single users or small clusters of users and which use alternative energy sources shall be allowed in all land use categories without exception. Such alternative systems shall be allowed to connect to an available electrical energy distribution system to sell excess power to an electric utility provider. All substations adjacent to residential neighborhoods or visible from a public roadway shall be required to provide landscaping and buffering to minimize visual and noise impacts.

**Objective 1.13: Natural Resources.** Natural resources shall be protected through identification, classification, coordination with resource planning and management plans prepared pursuant to Chapter 380, F.S., and limitations on use consistent with the degree of protection required.

**Policy 1.13.1:** The protection of natural resources shall be accomplished by one or more of the following techniques, based on the degree of protection required:

- Limitations on development density and intensity;

- Limitations on building placement, such as required clustering of allowable development on non-sensitive portions of a site;
- Limitations on building coverage or impervious surface coverage;
- Requirements for setbacks and landscaped buffers sufficient to mitigate or eliminate impacts; and
- Evaluation of proposed plan amendments to ensure that they do not contribute to urban sprawl and fail to protect natural resources.

**Policy 1.13.2:** The City's determination of the degree of natural resource protection required shall be part of the development application and review process and may result in conditions on development approvals.

**Policy 1.13.3:** The land development regulations shall provide for the protection of potable water wellfields by designating appropriate activities and land uses allowed within wellhead protection areas and environmentally sensitive land to protect these areas from adverse impacts of development.

**Policy 1.13.4:** The City shall include standards and procedures in its land development regulations that consider topography and soil types in the review of proposed development projects.

**Policy 1.13.5:** The development approval process shall ensure that new development and redevelopment is consistent with natural drainage patterns. The approval process shall require appropriate stormwater management systems consistent with the adopted drainage level of service, natural drainage patterns and soil conditions.

**Policy 1.13.6:** Flood plains and floodways in the City shall be identified and development shall be limited, consistent with FEMA requirements.

**Policy 1.13.7:** The City of Clermont is not located within the Green Swamp Area of Critical State Concern; however, a portion of this resource is located within the Lake County/Clermont JPA. The City shall utilize both formal and informal modes of coordination with the Florida Department of Economic Opportunity, St. Johns River Water Management District, Florida Department of Environmental Protection, Lake County and other appropriate state and local agencies that have jurisdictional authority or responsibility for regulation and management of the Green Swamp Area of Critical State Concern.

**Policy 1.13.8:** The City shall ensure the preservation of natural communities and listed animal species habitat through land acquisition of natural areas and open space.

**Objective 1.14: Historic Resources.** Important historic and archaeological resources of the City of Clermont shall be protected through identification, classification and regulation of development consistent with the degree of protection required for the resource.

**Policy 1.14.1:** The City, through its adopted historic preservation ordinance, will protect significant historic, cultural and archaeological resources.

**Policy 1.14.2:** The City shall identify and inventory sites of historical significance.

**Policy 1.14.3:** The City's land development regulations shall provide for the protection of significant historic resources from the impacts of development and redevelopment.

**Policy 1.14.4:** Historic resources and their environments shall be considered for inclusion in public acquisition programs for appropriate passive recreation and for open space and conservation.

**Policy 1.14.5:** If City construction activities reveal a suspected historical or pre-historic archaeological site, the City shall determine the extent and nature of the site and report such findings to the state by a master site file application. The City shall mitigate any impacts to the site if the site is determined to be relatively intensive in cultural remains, or significant to the archaeological or historical record. Such determination of site extent, nature and significance shall be made by a professional archaeologist as recognized by the Florida Department of State, Division of Historical Resources, and Bureau of Historic Preservation.

**Policy 1.14.6:** The City shall negotiate with landowners prior to the development review process, to avoid disturbance of known historical and pre-historic sites.

**Policy 1.14.7:** The City shall support private, nonprofit groups that endeavor to preserve historic resources and request the assistance of the Florida Department of State, Division of Historical Resources, Bureau of Historic Preservation, in identifying sources of funding and programs as a means to identify, designate, protect and preserve pre-historic sites and historic resources in Clermont.

**Objective 1.15: Redevelopment and Renewal of Blighted Areas.** The City shall encourage redevelopment of areas that are exhibiting evidence of decline (i.e., disproportionate number of vacant, dilapidated and/or substandard structures) through redevelopment programs and through maintaining land development regulations that contain standards and procedures to encourage redevelopment where desirable.

**Policy 1.15.1:** The City shall continue to implement the recommendations for the Clermont community redevelopment area.

**Policy 1.15.2:** The City shall implement Housing Element directives for renewal and revitalization of substandard housing target areas within time-frames identified in the element.

**Policy 1.15.3:** The City shall utilize available government programs such as, but not limited to, the community development block grant program, for renewal and revitalization of substandard housing sites as identified in the Housing Element.

**Objective 1.16: Plan Implementation.** The City shall maintain land use and development regulations to address issues identified in this and other plan element goals, objectives and policies.

**Policy 1.16.1:** Proposed residential developments shall be required to meet state subdivision requirements and the City's land development regulations with regard to platting and providing improvements such as roads, drainage and other facilities and services. All divisions of land, whether requiring a subdivision plat or not, shall be required to meet concurrency management and access requirements as stated in this comprehensive plan.

**Policy 1.16.2:** Zoning districts in the City's land development regulations shall implement the future land use categories adopted in the comprehensive plan, including the types of uses and the densities and intensities of uses.

**Policy 1.16.3:** It is the intent of the City of Clermont to ensure that adequate open space is provided through the following:

- active or passive recreation sites;
- landscaped buffers;
- protected natural resource lands;
- protected environmentally sensitive lands;
- areas devoted to drainage and stormwater retention;
- landscaping requirements; and
- minimum open space requirements for master-planned developments.

**Policy 1.16.4:** The City shall maintain and enhance the safety and efficiency of the arterial and collector road system and minimize transportation conflicts associated with development by coordinating the FDOT driveway permitting process, limiting development access to the transportation system and increasing interconnection between adjacent developments.

**Policy 1.16.5:** All development shall provide for safe, convenient, and appropriately designed traffic circulation on the site, including provisions for needed parking.

**Policy 1.16.6:** The City shall maintain in the land development regulations procedures and standards for planned developments to encourage mixed-use projects, to encourage traditional neighborhood development, and to encourage and allow innovative site design and development approaches.

**Policy 1.16.7:** The land development regulations shall determine where buffers shall be required between adjacent land uses. Buffers may be either prescriptive standards or variable and shall be defined in the land development regulations. Buffers may serve one or more of the following purposes: provide functional separations between dissimilar uses; provide landscaping adjacent to parking lots and other vehicle use areas; and provide protection from uses that may have some degree of incompatibility that can be mitigated wholly or partially to protect against light, glare, noise or appearance.

**Policy 1.16.8:** Public schools are an allowable use in all land use categories except conservation, parks and industrial. Public technical/training schools may be located in the industrial category. The location of schools shall be proximate to existing and planned urban residential areas to the extent possible and shall be located based on siting criteria that includes but is not limited to school size, land area, land use compatibility, environmental impacts, availability of public utilities, transportation impacts and public safety. The following criteria shall apply:

- Public elementary schools shall be sited primarily in residential areas that include housing types and densities to meet the school's enrollment capacity with students who are predominately within walking distance of the school.



- Public middle and high schools may be sited in areas with a mix of land uses, including commercial.
- Access to public school sites should be from a collector road for middle and high schools or a collector or local road for elementary schools. Ingress and egress should not create detrimental impacts on roads adjacent to the site. Approaches to the site should be safe for pedestrians, bicycles, cars and buses.
- Public utilities shall be available to the site.

**Policy 1.16.9:** The City shall encourage the co-location of public facilities, such as parks, libraries and community centers, with schools to the maximum extent feasible.

**Policy 1.16.10:** Development regulations shall require street, pedestrian and transit layouts that discourage non-residential through-traffic in residential neighborhoods, but that encourage energy and time-efficient access points and interconnections between residential areas.

**GOAL 2: To create a long-term master plan for the Wellness Way area which promotes significant economic development while encouraging fiscally efficient and well- balanced development patterns that minimize environmental impacts and leverage existing resources.**

**Objective 2.1: Significant Initiatives of Wellness Way.**

The City shall pursue the following initiatives:

- Job creation and economic development
- Regional transportation connectivity
- Creation of the wellness corridor/recreation/open space network
- Promotion of recreation and healthy living
- Water smart approaches
- Preservation of scenic resources including topography
- Health and wellness community development

**Policy 2.1.1:** To achieve these initiatives, these Goals, Objectives and Policies (GOPs) specifically address the unique conditions of Wellness Way. It is paramount for these GOPs to be flexible for the long-term horizon of development in Wellness Way. Further, to provide predictability, there are six (6) future land use categories (FLUC) as described below:

- A. Multi Use
- B. US 27
- C. Neighborhood
- D. Wellness Way North
- E. Conservation Subdivision
- F. Water Conserv II

These six future land use categories are depicted on the Future Land Use Map. The Map will also identify the five proposed arterial roadways that make up the primary roadway network. Final primary roadway alignments may be determined in the Planned Unit Development (PUD)

process or through an independent alignment study.

**Policy 2.1.2:** Wellness Way is based upon providing sufficient land area to achieve a target of 1.25 to 1 jobs-to-housing ratio. The plan will also require significant open space set asides within each PUD to ensure internal open space connectivity as well as connectivity to Lake Louisa State Park and Orange County.

## **Objective 2.2: Economic Development Branding Strategy.**

The City, in collaboration with Lake County, shall develop a comprehensive economic development and branding strategy that achieves a target jobs-to-housing ratio within wellness way by focusing on growth and retention of target industries and the complimentary land uses and infrastructure needed to support them.

### **Policy 2.2.1: Jobs-To-Housing Ratio, Minimum Non-Residential Square Feet & Land Area Set-Asides**

The City shall seek to achieve a target jobs-to-housing ratio of 1.25 jobs per one (1) dwelling unit (1.25:1) within Wellness Way. The target jobs-to-housing ratio will be achieved by ensuring a minimum volume of employment generating non-residential uses can be accommodated within the planning area. The City shall analyze each PUD submittal to ensure the PUD reserves an adequate amount of land for employment uses to achieve the desired volume of non-residential square footage that will produce the targeted ratio for the overall wellness way planning area.

To ensure that an adequate volume of land is set aside to accommodate the required non-residential square footage, a FLUC specific minimum FAR (as shown in Policy 2.3.2.) is applied to the non-residential square footage requirement. All PUDs are required to set aside enough acreage, as calculated above, to accommodate the required non-residential square footage at the minimum average FAR. Land use types that can be counted towards the non-residential square footage requirements include traditional, job-generating commercial, office and industrial uses (where appropriate), as well as other job-generating land uses, such as secondary education facilities, hotels, technical schools and hospitals/medical.

### **Policy 2.2.2: Target Industries**

Non-residential employment development within Wellness Way shall target, but are not limited to, a broad base of industry sectors. This will allow for a diverse and dynamic range of economic development and job growth opportunities. Target industries may include:

- A. Ag-Tech
- B. Eco-tourism and Agri-tourism
- C. Education and Health Services
- D. Human Performance, Sports Medicine and Sports Training
- E. Leisure and Hospitality
- F. Manufacturing
- G. Medical and bio-medical
- H. Professional and Business Services
- I. Research Facilities
- J. Retail Trade

---

**K. Transportation, Trade and Utilities****Policy 2.2.3: Technology Infrastructure**

Key to the success of Wellness Way will be the application of an advanced technology infrastructure network. PUDs within Wellness Way shall include an analysis of technology infrastructure to determine if the most current and innovative technologies are being utilized. PUDs shall identify technology infrastructure corridors and shall develop a strategy for ensuring the long-term viability of the technology infrastructure network.

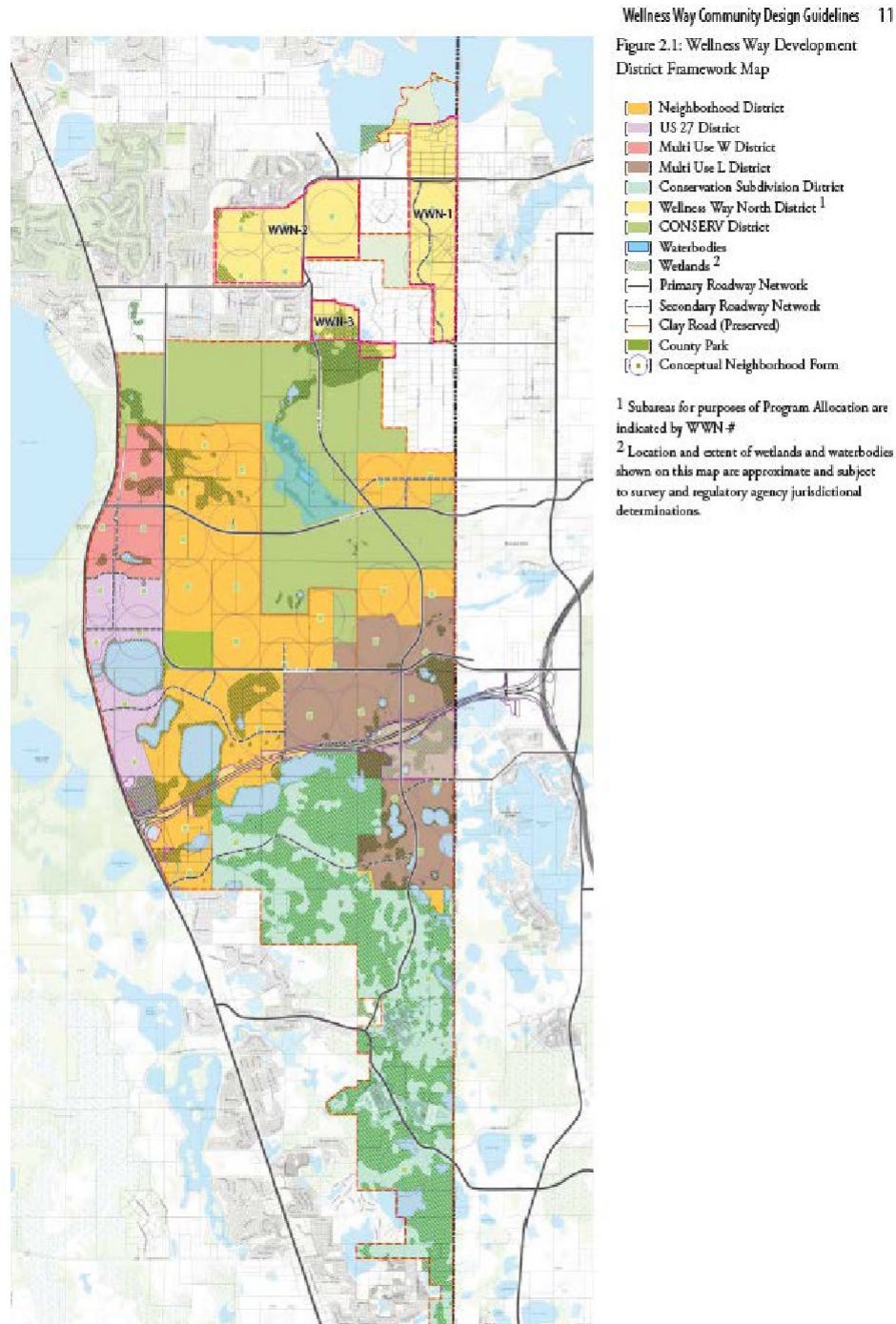
**Policy 2.2.4: Energy Conservation**

A primary component of Wellness Way will be the use of alternative energy sources to promote economic development. The use of sustainable energy generation will attract businesses and foster the proliferation of green technology. Alternative energy resources should be encouraged as a power source for residential and non- residential development alike. PUDs should demonstrate how alternative energy sources will be incorporated into the development when economically feasible.

**Objective 2.3: Land Use, Hierarchy of Place and Wellness Corridors**

The intent of Wellness Way is to create a fiscally efficient development pattern through a diversity of land uses and locally appropriate urban form. The form shall promote land use densities, intensities and mixed uses that integrate and support alternative transportation modes, decrease trip lengths, and promote internal capture. The Framework Map shall guide the relationships of land use, transportation, Wellness Space and is intended to provide a hierarchy of place within each PUD.

Figure 1 – Framework Map



**Policy 2.3.1: Future Land Use Categories**

The following six future land use categories, as depicted on the Future Land Use Map, are intended to provide for a broad range of compatible and complimentary uses including employment, housing, recreation, agriculture and conservation uses. The general purpose of each category is described below. Specific allowable uses shall be provided for in the implementing development regulations, design guidelines and standards.

A. The **Multi-Use FLUC** is intended to be the primary concentration of employment and non- residential uses in Wellness Way. There are two distinct Multi-Use Districts. The Multi-Use W District is centered on the intersection of Wellness Way and US 27. The Multi-Use L District, supporting increased options for logistics and distribution, occurs at the planned County Road 455 and the Lake- Orange Connector expressway.

B. The **US 27 FLUC** is intended to support moderate density residential, commercial, and employment uses that serve the daily needs of the residents and employees from nearby neighborhoods and workplaces. The district is not intended to create a conventional ‘strip commercial’ frontage along US 27.

C. The **Neighborhood FLUC** is intended to support lower density neighborhood development outside the boundaries of Wellness Way’s community and employment centers in the US 27 and Multi- Use Districts. This is the largest district and requires flexibility in design to accommodate neighborhood and housing types for many market segments.

D. The **Conservation Subdivision FLUC** is intended to promote a balance between carefully designed residential development while supporting the ecological value of the ‘mosaic’ of wetlands and uplands that characterize the area. Recognition of wildlife corridors is central to the purpose of the district.

E. The **Wellness Way North FLUC** is intended to implement the existing Wellness Way Area Plan allocation of low density residential with the required minimum of non-residential/employment square footage.

F. The **Water Conserv II FLUC** is intended to recognize the public ownership nature of the land holding and as such, no private urban land uses are permitted. Public facilities, including schools, utilities and other support facilities for public uses are permitted. Public access as an open space amenity is highly encouraged.

**Policy 2.3.2: Future Land Use Categories Capacity Allocation**

Development potential within Wellness Way shall be determined utilizing the “Maximum Capacity Allocation Table.” The capacity calculations provided in the “Maximum Capacity Allocation Table” determine the maximum number of residential units that can be constructed within a PUD, and the minimum amount of non-residential acreage that must be set aside within the PUD. Regardless of the actual buildable densities and intensities (see Policy 2.3.3 for density and intensity calculations), the MAXIMUM number of residential units within a PUD cannot exceed the capacity calculations provided in the “Maximum Capacity Allocation Table.” Similarly, the set asides for non-residential uses cannot fall below the MINIMUM



capacity determined utilizing the “Maximum Capacity Allocation Table.” “Capacity” is calculated utilizing “net acres” (gross acres minus wetland acres minus water body acres).

All net acreage within Wellness Way shall be allocated to one of three categories according to the table below:

1. Open Space: Lands comprising the Wellness Space and Green Space areas
2. Center: Area for required non-residential uses and associated residential uses
3. Residential: Area of residential uses

| <b>Future Land Use Category</b> | <b>Open Space Minimum</b> | <b>Residential Maximum</b> | <b>Center Minimum</b> |
|---------------------------------|---------------------------|----------------------------|-----------------------|
| Neighborhood                    | 30%                       | 65%                        | 5%                    |
| US 27                           | 30%                       | 55%                        | 15%                   |
| Multi-Use                       | 30%                       | 50%                        | 20%                   |
| Conservation Subdivision        | 50%                       | 50%                        | N/A                   |
| Wellness Way North 1            | 30%                       | 60%                        | 10%                   |
| Wellness Way North 2            | 30%                       | 60%                        | 10%                   |
| Wellness Way North 3            | 30%                       | 60%                        | 10%                   |

Each upland acre regardless of tier designation shall receive an allocation of residential capacity and be required to set aside non-residential acreage according to the figures provided below, with the exception of existing PUDs, which maintain their current entitlements until such time as a PUD is approved.

**Maximum Capacity Allocation Table**

| <b>Future Land Use Category</b> | <b>Maximum Capacity / Net Residential Acre</b> | <b>Minimum FAR / Net Non-Residential Acre</b> |
|---------------------------------|------------------------------------------------|-----------------------------------------------|
| Neighborhood                    | 3.60 (d.u) <sup>1</sup>                        | 0.30                                          |
| US 27                           | 5.75 (d.u)                                     | 0.25                                          |
| Multi-Use                       | 8.00 (d.u)                                     | 0.20                                          |
| Conservation Subdivision        | 2.70 (d.u)                                     | 0.00                                          |
| Wellness Way North 1            | 3.08 (d.u)                                     | 0.33                                          |
| Wellness Way North 2            | 2.67 (d.u)                                     | 0.25                                          |
| Wellness Way North 3            | 2.25 (d.u)                                     | 0.17                                          |

<sup>1</sup> This does not include potential right-of-way density bonuses (Policy 2.8.1).

\* The maximum capacity for the neighborhood district may be enhanced up to 20%, using one or more of the following:

1. An extraordinary upfront capital contribution to off-site public infrastructure within Wellness Way including, but not limited to:
  - A. Public parks

- B. Public open space
  - C. Public trail system
  - D. Water Conserv II trail system
  - E. Bike/pedestrian bridge over us 27
  - F. Any other contribution to public infrastructure and/or public facilities
2. Transfer of density from Conservation Subdivision District or Wellness Way North District via a final PUD.

Any proposed enhancement to the maximum capacity of the neighborhood district is not a right granted by this policy but must be proffered at the time of consideration of the pud. The proposed maximum capacity enhancement shall be evaluated based on achieving the goal and objectives of the wellness way area plan.

**Policy 2.3.3: Example Residential Capacity and Non-Residential Acreage Set-Aside Calculation:**

A proposed PUD contains 500 net acres (gross acres minus wetland acres minus water body acres) within the Neighborhood District and 250 net acres within the Multi-Use District. The Neighborhood District FLUC allows a Residential land allocation of up to 65% and requires a Center land allocation of at least 5%. The Multi-Use District FLUC allows a Residential land allocation of up to 50% and requires a Center land allocation of at least 20%. The Neighborhood District FLUC allows a density of 3.60 dwelling units per net Residential acre and requires a minimum average FAR of 0.30 per net Center acre. The Multi-Use District FLUC allows a density of 8.00 dwelling units per net Residential acre and requires a minimum average FAR of 0.30 per net Center acre.

**Step 1: Land Allocation Calculation**

- Neighborhood District
  - Residential Maximum:  $500 \text{ net acres} * 65\% \text{ Residential} = 325 \text{ acres}$
  - Center Minimum:  $500 \text{ net acres} * 5\% \text{ Center} = 25 \text{ acres}$
  - Open Space Minimum:  $500 \text{ net acres} * 30\% \text{ Open Space} = 150 \text{ acres}$
- Multi-Use District
  - Residential Maximum:  $250 \text{ net acres} * 50\% \text{ Residential} = 125 \text{ acres}$
  - Center Minimum:  $250 \text{ net acres} * 20\% \text{ Center} = 50 \text{ acres}$
  - Open Space Minimum:  $250 \text{ net acres} * 30\% \text{ Open Space} = 75 \text{ acres}$
- Total Land Allocation
  - Residential Maximum: 450 acres
  - Center Minimum: 75 acres
  - Open Space Minimum: 225 acres

**Step 2: Maximum Density Calculation**

- Neighborhood District:  $500 \text{ net acres} * 65\% \text{ Residential} * 3.6 \text{ du/ac} = 1,170 \text{ dwelling units}$
- Multi-Use District:  $250 \text{ net acres} * 50\% \text{ Residential} * 8.0 \text{ du/ac} = 1,000 \text{ dwelling units}$
- Total Dwelling Units: 2,170

**Step 3: Minimum Non-Residential Calculation**

- Neighborhood District: 500 net acres \* 5% Center \* 0.30 FAR = 326,700 sf
- Multi-Use District: 250 net acres \* 20% Center \* 0.30 FAR = 653,400 sf
- Total Minimum Non-Residential Program = 980,100 sf

**Policy 2.3.4: Future Land Use Categories Density and Intensity Calculations**

Within Wellness Way, density and intensity calculations provide guidelines for the construction of residential units and non-residential square footage. Density and intensity calculations do not determine the total number of residential units and non-residential square footage allowed; those calculations are referred to as “capacity” and are provided in Policy 2.3.2. Densities and intensities are calculated utilizing “net buildable acres” (Gross acres minus wetland acres minus water body acres minus designated open space, see Policy 2.3.9 for open space guidelines) within the building footprint for that land use type (residential vs. non-residential). The total number of residential units within a PUD cannot exceed the maximum residential capacity calculation as indicated in Policy 2.3.2.<sup>2</sup> The minimum and maximum net density and intensity for any development site within a PUD is set by the following table:

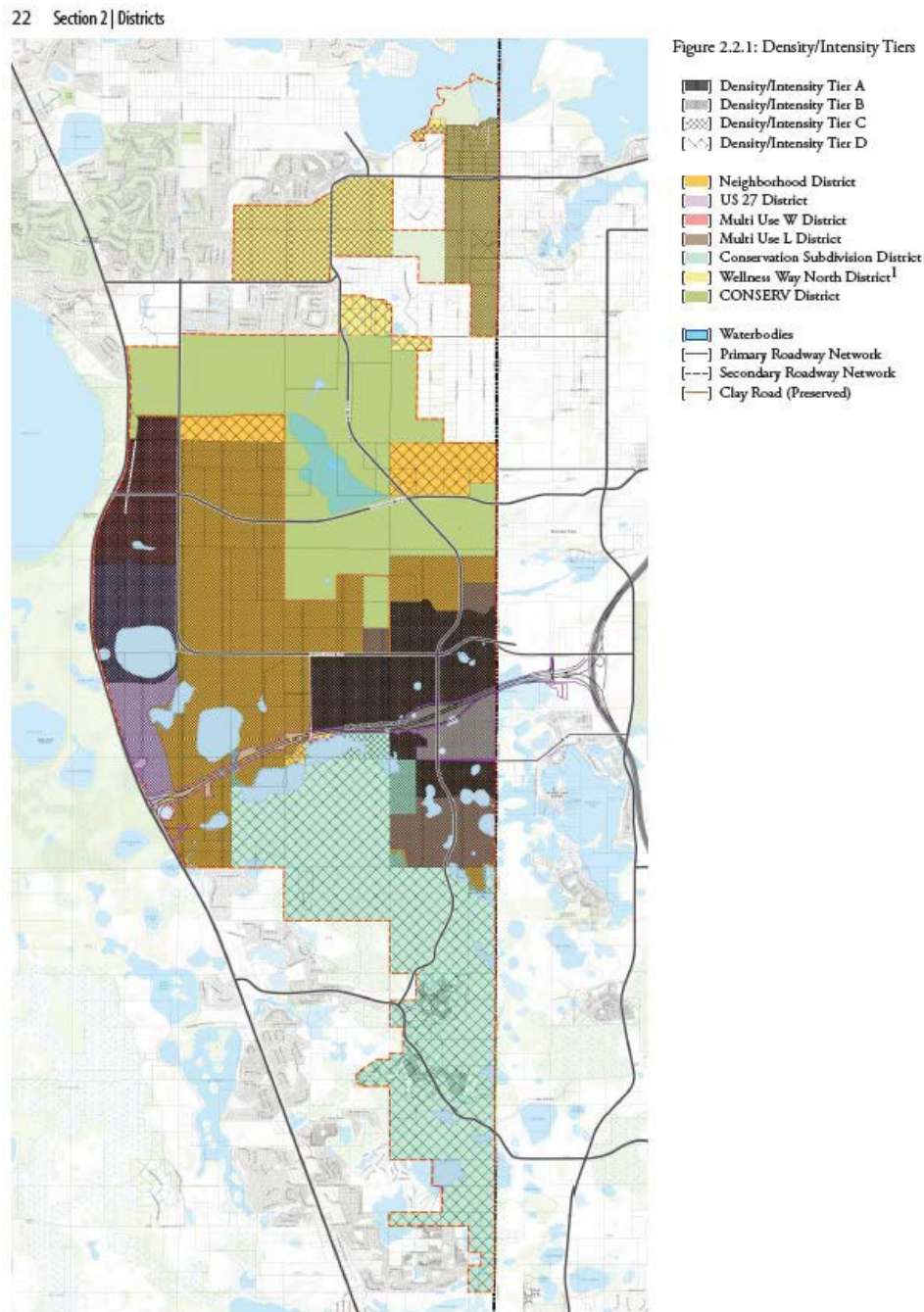
**Future Land Use Category Density/Intensity Tier Summary Table**

| <b>Density/<br/>Intensity<br/>Tier</b> | <b>Minimum<br/>Density/<br/>Net<br/>Buildable<br/>Acre</b> | <b>Maximum<br/>Density/<br/>Net<br/>Buildable<br/>Acre</b> | <b>Minimum<br/>Average<br/>FAR</b> | <b>Maximum<br/>Average<br/>FAR</b> |
|----------------------------------------|------------------------------------------------------------|------------------------------------------------------------|------------------------------------|------------------------------------|
| Tier A                                 | 6.00<br>(d.u)                                              | 25.00 (d.u)                                                | 0.25                               | 2.00                               |
| Tier B                                 | 3.00<br>(d.u)                                              | 20.00 (d.u)                                                | 0.25                               | 2.00                               |
| Tier C                                 | 2.50<br>(d.u)                                              | 15.00 (d.u)                                                | 0.15                               | 2.00                               |
| Tier D                                 | 2.00<br>(d.u)                                              | 10.00 (d.u)                                                | 0.15                               | 2.00                               |

**Policy 2.3.4.1: Flexibility of Future Land Use Category Boundaries within Single Ownership**

If a proposed PUD contains more than one Future Land Use category, a 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 is to show how the proposed boundary modification results in a superior project design and how it exceeds the goal and objectives of Wellness Way.

Figure 2 – Density/Intensity Tiers



### Policy 2.3.5: Location and Timing of Non-Residential Construction.

Land areas set aside for the purposes of non-residential uses will be termed Centers. Non-residential development must occur within a Center. Centers may have a mix of non-residential and residential uses. In these cases, the residential uses must be built concurrently or after the construction of the non-residential uses. All Centers shall be appropriately placed in commercially viable locations located along an arterial or collector road.

Land areas set aside for the purposes of non-residential uses will be termed Centers. Non-residential development must occur within a Center. Centers may have a mix of non-residential and residential uses. In these cases, the residential uses must be built concurrently or after the construction of the non-residential uses. All Centers shall be appropriately placed in commercially viable locations located along an arterial or collector road.

**Policy 2.3.6: Urban Form Guiding Principles**

Wellness Way is envisioned as a mixed-use area proximate to arterial thoroughfares. Land uses are intended to be flexible allowing employment, residential, institutional, agriculture and Wellness/Green Space. The following are the urban form guiding principle:

- A. The overall community is intended to include a mix of uses that integrate residential, non-residential and open space networks. The overall Framework Plan and standards were developed to ensure the desired percentage distribution of uses within Wellness Way.
- B. An interconnected Wellness/Green Corridor network including a trail system to reach destinations within Wellness Way such as Centers, schools, parks as well as neighborhoods.
- C. Plan for and implement regional roadway connectivity as generally depicted on the Future Land Use Map.
- D. An emphasis on complete streets and multi-modal facilities (bike trails, on-street parking, enhanced pedestrian environments).
- E. A green strategy considering a balance of development, preservation, energy, conservation and water conservation.
- F. School centered development pattern with a co-located neighborhood park and connectivity to the Wellness Corridor network for each school.
- G. Neighborhood scale development based upon a pedestrian orientation with neighborhood centers/parks as the center of the neighborhood to create neighborhood identity and place.
- H. Allow interim and/or permanent agricultural uses.
- I. All development will adhere to dark sky standards.
- J. All distribution lines for new development in Wellness Way shall be located underground.

These guiding principles shall be specifically demonstrated in all PUDs.

**Policy 2.3.7: Pedestrian Orientation**

Design decisions must be oriented to the pedestrian scale. The Design Guidelines and Standards that implement this plan must be incorporated in the development standards for each PUD zoning, which culminates at the detailed design level with the specifications for complete street design.

**Policy 2.3.8: Wellness Corridors**

Wellness Corridor (WC) networks connect communities, Multi-use Districts, Centers, neighborhoods and destinations together in a series of integrated trail and pedestrian facilities. WC networks may contain the following elements:

- A. Community farms and gardens
- B. Wetlands
- C. Water bodies



- D. Preserved uplands
- E. Trails, pedestrian ways and bikeways
- F. View sheds and scenic resources
- G. Cultural and environmental resources
- H. Parks/recreation facilities for active and passive use
- I. Stormwater management facilities

**Policy 2.3.9: Open Space**

A significant amount of land area in the form of open space and natural protected areas will be protected in Wellness Way. The natural protected areas include wetlands and water bodies. Open space will be divided into two separate categories, Wellness Space and Green Space, with each type allowing different uses.

**Wellness Space** includes land area that remains minimally developed, such as trails and boardwalks, as part of a natural resource preserve or active/passive recreation area. Wellness Space also includes land area open to public access and gathering places, such as parks, piazzas, plazas and urban squares. Wellness Space may include permeable storm water areas if enhanced as amenities using native vegetation. Open water bodies, completely surrounded by uninterrupted Wellness Space, may also be counted as Wellness Space.

**Green Space** includes land areas for the purpose of protecting natural resources or environmental quality, including areas designated for such purposes as flood control, protection of quality or quantity of groundwater or surface water, or protection of vegetative communities or wildlife habitat and shall include land preserved for conservation purposes. Green Space should be maintained in such a way to encourage the proliferation of native flora and fauna. Active recreation is prohibited in Green Space; passive recreation is allowed in Green Space.

**Policy 2.3.10: Minimum Wellness and Green Space Allocation**

All PUDs will identify and reserve 20% of the net acres as Wellness Space and 10% of the net acres as Green Space. Wetlands and water bodies cannot be counted towards a PUD's Wellness Space or Green Space allocation, with the exception of water bodies that are completely surrounded by uninterrupted Wellness Space, in which case, up to 25% of the water body may be counted towards the Open Space requirement. A 50-foot-wide continuous upland buffer is required around all wetlands and waterbodies counted towards Open Space.

**Policy 2.3.10.1 Trout Lake Wellness Trail**

All properties having frontage on Trout Lake shall, as part of the Wellness Space requirements, provide at least a 50' wide corridor and multi-use trail adjacent to the lake edge for a publicly accessible trail.

**Policy 2.3.11: Open Space Design**

Open Space is meant to provide an amenity to the community and should be designed to

promote public access. Open Space tracts are encouraged to be placed in the interior of a PUD. Narrow open space tracts, boarding the perimeter of a PUD, being used solely as a buffer, shall be discouraged. All open space calculations shall be determined during the PUD review process and shall be phased consistent with development.

**Policy 2.3.12: Conservation Lands**

The determination of areas most suitable for permanent preservation shall occur during the preparation of a Planned Unit Development (PUD). The permanent preservation of suitable areas through recordation of conservation easements, consistent with s. 704.06 FS, as amended, shall correspond with each development phase or stage. Once an area is placed in permanent preservation, either through easement or acquisition, the Future Land Use Map designation of that area may be amended to Conservation.

**Objective 2.4: Mobility.**

Development within Wellness Way shall be managed to reduce vehicle trips, minimize vehicle trip lengths, and reduce vehicle miles travelled through the encouragement of clustered mixed-use development and the internal capture of trips and through the development of an interconnected, transportation network. The proposed arterial roadways as generally depicted on the future land use map make up the primary roadway network. Final primary roadway alignments and additional connections may be determined in the PUD process.

**Policy 2.4.1: Primary Roadway Network**

System-wide transportation capacity within Wellness Way shall be achieved through the design and development of an interconnected, multi-modal roadway network with appropriately spaced and properly sized roadway, pedestrian, bicycle, transit and alternative vehicular components.

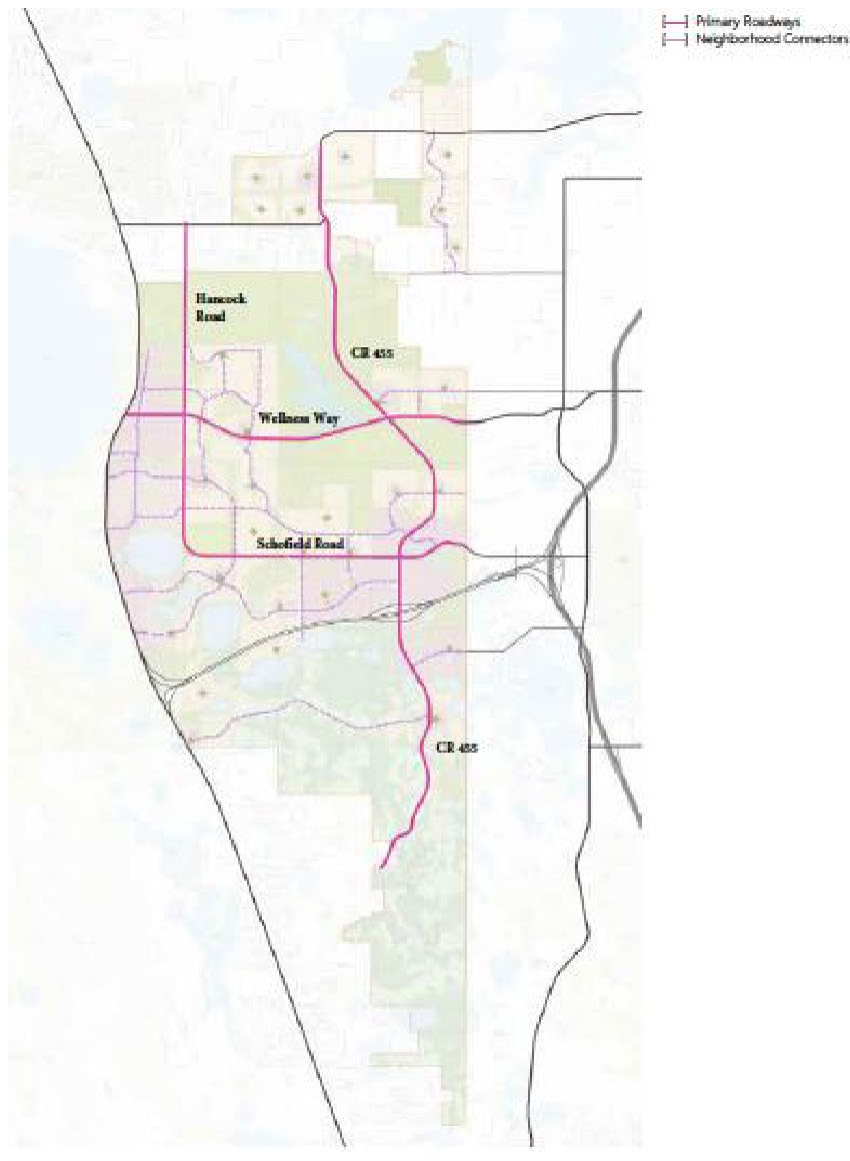
Planned Unit Developments (PUD) shall be generally consistent with the primary roadway network identified on the Framework Map and as listed below. Any deviations from the number and location of primary roadways identified on the Framework Map shall not deteriorate the high level of interconnectivity within the Urban Service Area's network. Deviations to a significant extent a possible to protect environmentally sensitive lands so long as the continuity of the network and each of the multimodal features for that facility are maintained.

**Primary Roadway Network**

- a. Wellness Way from US 27 to the Orange County Line
- b. Hancock Road from Wellness Way to Hartwood Marsh Road
- c. Schofield Road from the intersection of Wellness Way and Hancock Road to the Orange County Line
- d. CR 455 Extension from Hartwood Marsh Road to Sawgrass Bay Boulevard

Each PUD shall be required to assess its proportionate share of roadway impacts to the Primary Roadway Network, as well as impacts to US 27 and Hartwood Marsh Road. The findings of this assessment shall be used as the basis for mitigating transportation impacts in a Roadway/Transportation Impact Fee Credit Agreement with Lake County.

FIGURE 3 – PRIMARY ROADWAY NETWORK



#### Policy 2.4.2 Complete Streets

Thoroughfares within Wellness Way shall be designed to accommodate pedestrians, bicycles, transit, freight, and motor vehicles within a circulation network with the allocation of right-of-way provided for in the PUD approval process. To assist with the design of future roadways and ensure that these facilities consider all modes of transportation, typical complete street cross-sections shall be established in the implementing Design Guidelines and Standards, and shall be used to guide the design of proposed facilities during the PUD process.

**Policy 2.4.3: Pedestrian Facilities**

Through a complementary relationship between transportation, land use and urban design, development within Wellness Way shall support walking as an important part of daily travel. Design and construction of transportation facilities and land uses shall give highest priority to walking as a basic and efficient mode of transportation and may include the following:

- A. Appropriately sized and obstruction-free sidewalks connecting residential neighborhoods to employment districts, retail areas, parks and schools;
- B. Well designed and highly-visible crosswalks which ensure pedestrian safety in areas where conflicts with vehicular traffic may occur;
- C. The use of streetscapes that offer a safe and inviting environment for pedestrians especially by providing shade, amenities and buffering from vehicular traffic; and/or,
- D. Pedestrian oriented design of buildings adjacent to sidewalks including, minimal front setbacks, entrances that provide direct access from the public sidewalk, maximum first floor opacity standards, and the placement of vehicular use areas to the back or side of buildings.
- E. Provision of Wellness Corridors with multi-use paths and trails.

**Policy 2.4.4: Pol Facilities**

PUDs shall include a safe and continuous bicycle network that encourages cycling as both a means of transportation and a recreational activity. Bicycle networks shall connect residential neighborhoods with the Multi-Use Districts, Centers, neighborhoods, parks and schools. These facilities may include:

- A. Shared lane markings;
- B. Designated bike lanes;
- C. Separated bike facilities or “cycle tracks”; and/or,
- D. Multi-use paths and trails.

**Policy 2.4.5: The ‘Wellness Ridgeway’**

The Wellness Ridgeway Network is intended to be a system of trails providing non-motorized transportation within and through Wellness Way. The Network is organized to provide both recreational and functional use to origins and destinations such as parks and schools within Residential areas and employment and commercial areas in Centers. The Network is made up of four types of trails:

- a. Trunk Trail
- b. Neighborhood Trail
- c. Clay Road
- d. Water Conserv II Trail

The implementing Design Guidelines and Standards shall establish design criteria for each type of trail. The Wellness Ridgeway is a component part of the overall Wellness Corridor Network.

**Policy 2.4.6: Transit**

Centers located on arterial and collector roads offer the future opportunity for the Regional Transit Authority to consider providing transit service to and between Multi-use Districts, Centers and other regional destinations.

**Policy 2.4.7: External Trip Reduction**

PUDs within shall introduce measures that produce a reduction in net external trips. A variety of options and innovative techniques to meet this goal shall be included in the PUD including Wellness Corridors, complete streets, a pedestrian oriented design emphasis and the possible inclusion of future transit service.

**Policy 2.4.8: Level of Service**

The minimum roadway level of service standard within Wellness Way shall be “E,” except for US 27 which shall remain at LOS “D.”

**Policy 2.4.9: Multimodal Street Design Standards**

The City and Lake County shall establish design standards to ensure streets are safe, convenient and appealing for all modes of travel, including automobiles, trucks, bicycles and pedestrians and possible future bus service. Strategies shall include marked crosswalks, wider sidewalks, on-street parking, traffic calming, raised medians, adequate drainage or other appropriate safety enhancements that reduce hazardous conflicts between modes and that are consistent with the planned functions of the roadway.

**Policy 2.4.10: Connectivity**

To promote communities that are physically connected to each other and to foster community and connectedness beyond the development, all PUDs shall include sub-arterial streets stubbed to the boundary of the development in all cardinal directions unless physically constrained by natural or other features. Development plans within a PUD shall include streets connecting to all streets stubbed to the boundary of adjacent development plans. Street connections shall be made between adjacent development regardless of the parent development and adjacent land uses in order to continue the interconnected street network.

The City and Lake County shall coordinate the interconnection of the roadway network with Orange County roadways to the east. Wellness Way, Schofield Road, Old YMCA Road, and Sawgrass Bay Blvd (to Flemings Road) are critical east-west connections that would benefit the City and both Counties.

**Policy 2.4.11: Land Use and Transportation Integration to Reduce Vehicular Travel**

The land use densities, intensities and mixture of land uses within Wellness Way are intended to integrate and support alternative transportation modes, enhance multi-modal transportation, decrease trip lengths, and promote internal capture.



**Objective 2.5: Natural and Scenic Resources**

Wellness Way is home to many natural resources; the area consists of xeric uplands, wetlands and surface waters, most notably Trout Lake, Adain Lake, Sawgrass Lake, and the Urban Service Area borders Johns Lake to the north. The Planned Unit Developments (PUDs) shall provide for the conservation of significant natural, scenic and cultural resources through the creation of an interconnected open space known as the Wellness Corridor (WC) network within Wellness Way. These resources and corridors shall be specifically demonstrated in the PUDs.

The City shall protect its natural resources in Wellness Way through adoption of PUDs that promote the preservation or conservation of environmentally sensitive lands to include habitats containing listed animal and plant species. Natural resource protection shall be achieved through mechanisms such as buffer requirements, lower allowable densities in environmentally sensitive areas, open space preservation requirements, removal of exotic plant and animal species, maintenance of corridors, preservation of native vegetation, control of hydrological characteristics, and through use of clustering to help minimize the effect of development. The permanent preservation of suitable areas through recordation of conservation easements, consistent with s. 704.06 FS, as amended, shall correspond with each development phase or stage.

**Policy 2.5.1: Identification of Environmentally Sensitive Areas**

The Wellness Way Future Land Use Map generally identifies areas of potential environmentally sensitive lands. The Conservation Land Map shall guide the preparation of subsequent PUDs and their respective detailed identification of lands for permanent protection or preservation.

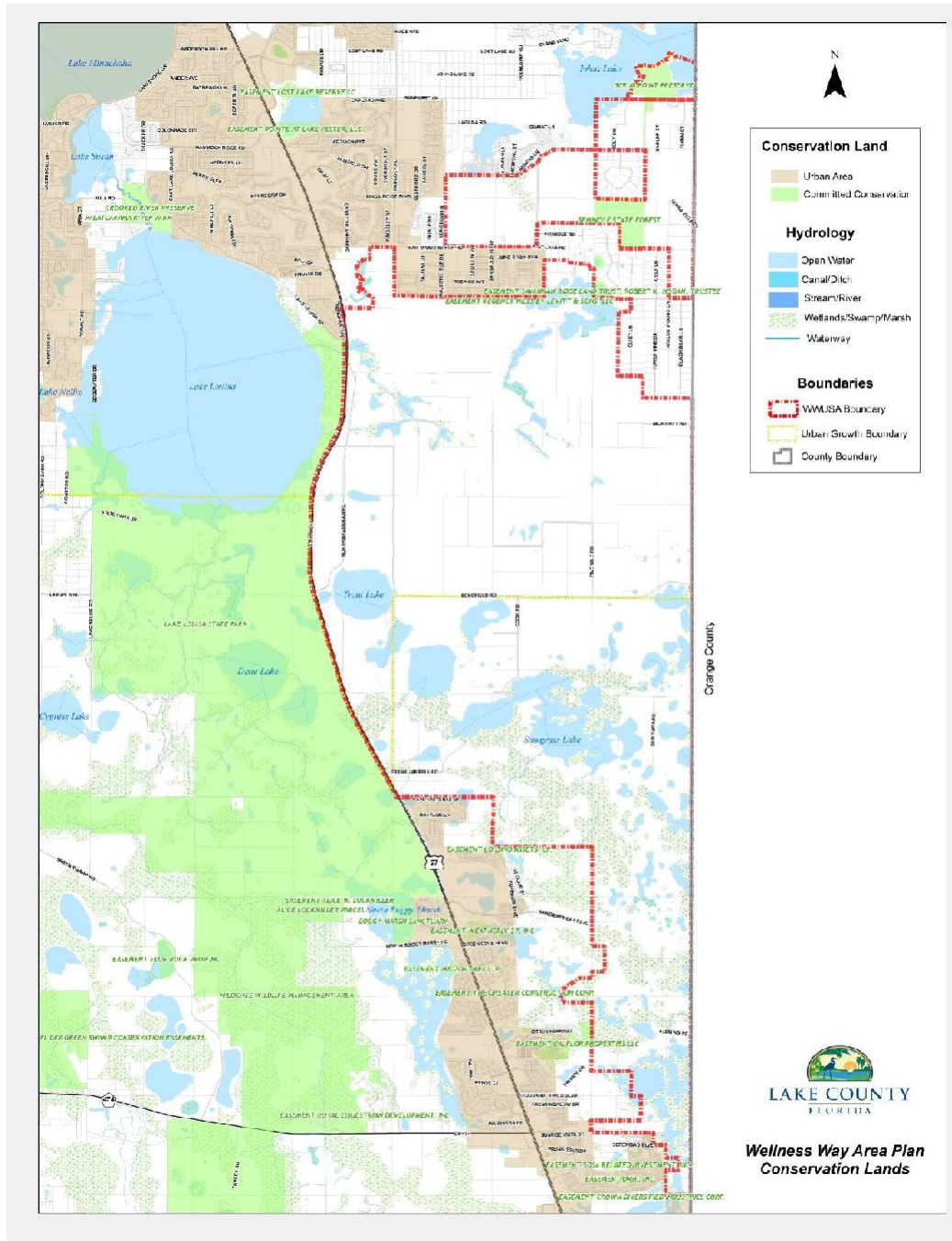
**Policy 2.5.2: Identification and Preservation of Wetlands and Water Bodies**

Wetlands and water bodies shall be delineated during the PUD process. The types, values, functions, sizes, conditions and locations of wetlands within the planning area, shall be determined through on-site studies and field verification as the primary data source conducted by qualified professionals in accordance with state and federal regulations, guidelines and procedures. The existing wetland systems have several important functions, including flow of water (lakes are connected by waterways and streams), and habitat for plants and wildlife. Wetland impacts shall be carefully planned so as to avoid inordinate impacts to the wetlands system.

A mandatory minimum setback of 50 feet from all jurisdictional wetland lines shall be established in the PUDs, and a minimum 50-foot-wide buffer shall apply to all retained isolated and non-isolated wetlands, and rivers and streams.

A Conservation Lands Map of the Wellness Way area is shown in Figure 4:

Figure 4 – Conservation Lands Map



**Policy 2.5.3: Conservation of Regionally Significant Natural Resources**

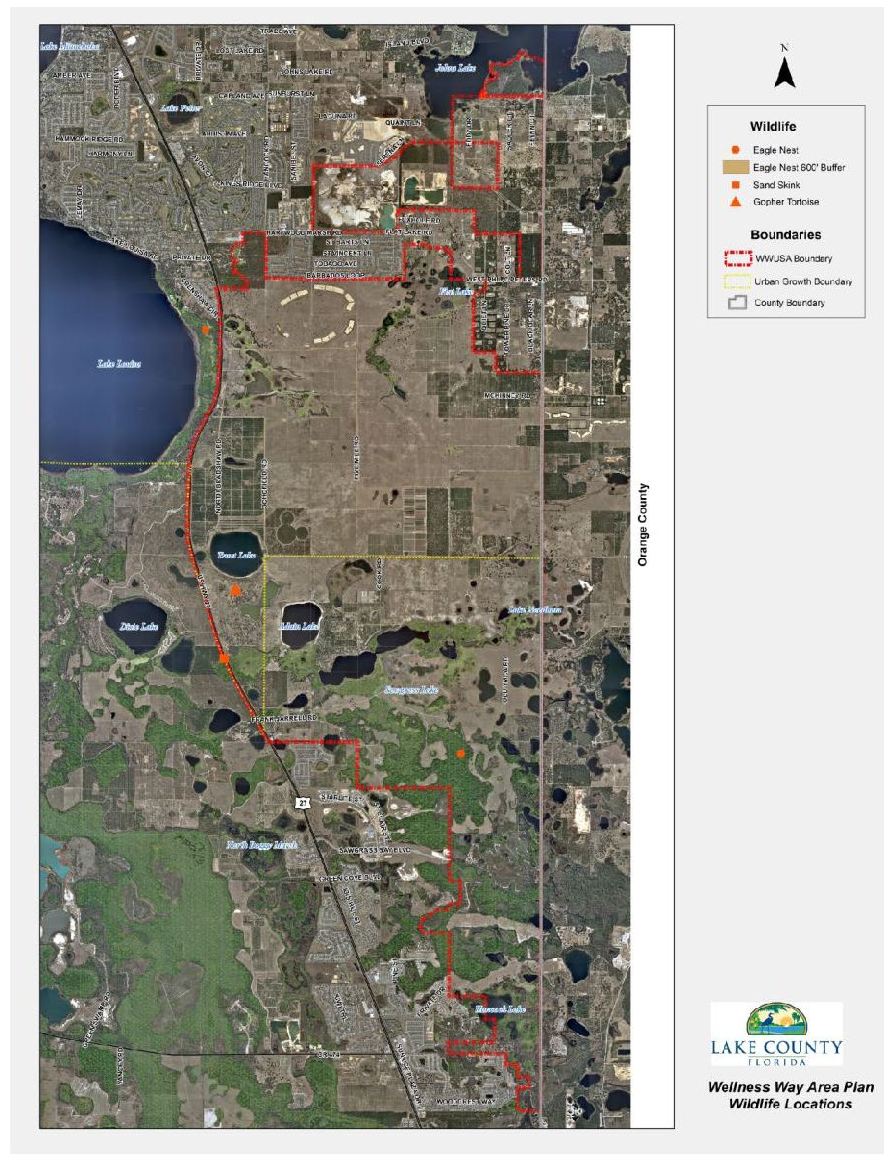
The Critical Lands and Waters Identification Project (CLIP), and Florida Fish and Wildlife Conservation Commission (FFWCC) databases shall be consulted during the preparation of all PUD. Areas designated as Priority 1 or 2 within the CLIP database and areas within the FFWC database containing known locations of rare and imperiled species of plants and animals shall be given the highest consideration for protection or preservation within a PUD.

The following chart lists the State of Florida Listed Animal Species with a possibility of occurrence in Lake County.

| Common Name                   | Scientific Name              | Status                                 |
|-------------------------------|------------------------------|----------------------------------------|
| American Alligator            | Alligator mississippiensis   | Federally-designated Threatened (FT)   |
| Bald Eagle                    | Haliaeetus leucocephalus     | Not currently listed                   |
| Eastern Indigo Snake          | Drymarchon couperi           | FT                                     |
| Florida Black Bear            | Ursus americanus floridanus  | State-designated Threatened (ST)       |
| Florida Sandhill Crane        | Grus Canadensis pratensis    | ST                                     |
| Florida Scrub-Jay             | Aphelocoma coerulescens      | FT                                     |
| Florida Burrowing Owl         | Athene cunicularia floridana | State Species of Special Concern (SSC) |
| Florida Mouse                 | Podomys floridanus           | SSC                                    |
| Gopher Tortoise               | Gopherus polyphemus          | ST                                     |
| Least Tern                    | Sterna antillarum            | ST                                     |
| Little Blue Heron             | Egretta caerulea             | SSC                                    |
| Red-Cockaded Woodpecker       | Picoides borealis            | Federally-designated Endangered (FE)   |
| Sherman's Fox Squirrel        | Sciurus niger shermani       | SSC                                    |
| Short-tailed Snake            | Lampropeltis extenuate       | ST                                     |
| Sand Skink                    | Plestiodon reynoldsi         | FT                                     |
| Snowy Egret                   | Egretta thula                | SSC                                    |
| Southeastern American Kestrel | Falco sparverius paulus      | ST                                     |
| Tricolored Heron              | Egretta Tricolor             | SSC                                    |
| White Ibis                    | Eudocimus albus              | SSC                                    |
| Wood Stork                    | Mycteria Americana           | FE                                     |
| Osprey                        | Pandion haliaetus            | SSC                                    |

There are no known species that occur in the area that require special management plans or planning considerations other than the gopher tortoise, a state-designated threatened species; the bald eagle, which is not currently listed as a threatened or endangered species; and sand skink, which are listed as federally-designated threatened. The Wildlife Resources Map, shown below, illustrates known wildlife occurrences within the area.

Figure 5 - Wildlife Locations



Endangered and threatened species shall be afforded protection based on the regulatory requirements of the U.S. Fish and Wildlife Services, the Florida Fish and Wildlife Conservation Commission (FFWCC), and the Florida Department of Environmental Protection.

**Policy 2.5.4: Lake Wales Ridge**

The Lake Wales Ridge follows the east side of US Highway 27 south from Lake Apopka through Polk County and ending in Highlands County. The ridge consists of an ecosystem known as scrub and is currently home to 53 rare, indigenous and endangered plant and animal species including the Florida scrub jay, sand skink, and scrub mint. The planning area is located east of US Highway 27.

Endangered and threatened species shall be afforded protection based on the regulatory requirements of the U.S. Fish and Wildlife Services, the Florida Fish and Wildlife Conservation Commission (FFWCC), and the Florida Department of Environmental Protection.

**Policy 2.5.5: Wildlife Data**

An applicant for a PUD shall submit baseline data consistent with the guidelines for any state or federally listed wildlife or plant species, based on Florida Fish and Wildlife Conservation Commission (FFWCC) and U.S. Fish and Wildlife Service survey methodologies and casual observation of non-listed wildlife and plant species. The purpose of the baseline data is to recognize the cumulative effects that development within Wellness Way is having on species diversity and habitat over a period of time.

**Policy 2.5.6: Identification and Preservation of Xeric Uplands**

During the preparation of PUDs, upland areas containing xeric or scrub habitats should be analyzed closely for permanent preservation. Large habitat patches in close proximity to each other provide for the greatest species diversity and minimizes extinction probabilities; small patches that are isolated are less likely to preserve species. Habitat fragmentation shall be discouraged. If preserved, these areas may serve as relocation sites for gopher tortoises, sand skinks, and other xeric-adapted species that may be present within the Wellness Way and surrounding areas.

**Policy 2.5.7: Creation of The Natural Components of The Wellness Corridor Network**

At build-out, Wellness Way shall contain a large, interconnected WC network comprised of water bodies, wetlands, open space, important upland habitats and publicly owned lands. This system shall serve to protect environmentally sensitive lands, allow for the continued and safe movement of wildlife and provide for significant passive recreation areas for the residents, employees and visitors.

*Native Vegetation within Corridors*

Non-native landscape species shall be prohibited within these corridors, with the exception of turf grass used as road or yard stabilizer. Vegetation identified on the Florida Exotic Pest Plant Council's List of Invasive Plant Species shall be prohibited.

*Movement of Wildlife Crossings*

Collaboration with the Florida Fish and Wildlife Conservation Commission (FFWCC), the U.S. Fish and Wildlife Service, and the Florida Department of Transportation shall be required to establish standards and locations for the movement of wildlife on public roads and other corridors, as well as ensuring the crossings or corridors are of the appropriate size.

Each PUD shall be reviewed for consistency with this policy during the approval process.



**Policy 2.5.8: Site Development Standards**

Collaboration with the Florida Fish and Wildlife Conservation Commission shall be required to prepare a site development plan based on standards that promote preservation of wildlife during development and promote the provision of usable habitat post-development. Site development standards shall include, but are not limited to, monitoring, low-voltage lighting, berms, and fencing. Post-development measures may include, but are not limited to, planting of native vegetation, low-voltage lighting, berms, and fencing. The City shall also require that vegetative communities and wildlife habitats be protected from adverse effects associated with development.

The PUDs shall include provisions to require that development preserve wetlands and portions of developable uplands containing designated species or rare upland habitats. The permanent preservation of suitable areas through recordation of conservation easements, consistent with s. 704.06 FS, as amended, shall correspond with each development phase or stage. The PUD shall ensure the protection of trees and native vegetation with a target of protecting 50% of trees onsite. As appropriate, a tree replacement ratio may be implemented based on type and caliper. Special consideration shall be given to rare upland habitats and designated species within ecologically significant areas identified herein. The extent to which preservation of vegetative communities and wildlife habitats shall be protected and incorporated into protected open space on a development site, shall be determined during the PUD process.

**Policy 2.5.9: Water Conservation Based Landscaping**

A significant amount of water resources are used for irrigation of landscaped spaces in traditional developments. In recognition of the limited water resources available in South Lake County, developers in Wellness Way shall base their landscaping plans on water conservation principles and practices. Lake County may develop, and the City may require the implementation of the recommendations in a landscape design handbook which provides examples of water conserving landscape designs for commercial, residential and institutional developments as well as planted right of way areas. The handbook designs will feature the use of Florida native, drought tolerant species that require no irrigation once they have been established. The handbook will contain several design examples, listing acceptable plants and providing plan view layouts and pictorial representations of each design concept. Developers within Wellness Way shall utilize the handbook designs or shall propose a landscape design that conforms with water conservation principles for review during the permitting process. Exceptions may be granted for designs that receive irrigation solely from retained stormwater.

**Policy 2.5.10: Regulation for Reclaimed Water Shall Be Enforced to Prevent Adverse Environmental Impacts.**

The intent of Wellness Way is to require 100% of landscape irrigation be provided by re-use water. Another type of non-potable water supply may be used for landscape irrigation if re-use water is not available to the PUD. In no instance shall potable water be used for landscape irrigation unless authorized by the St. Johns River Water Management District pursuant to part II of Chapter 373, F.S.

Conservation programs, system interconnections and alternative water supply options such as reclaimed water reuse and storage, shall occur when accessible. All development containing irrigated open space shall be required to accept reclaimed water for irrigation when such reclaimed water is available adjacent to the development's boundary. Connection shall be made at the developer's cost consistent with the City of Clermont utility connection policies.

### **Objective 2.6: Public Facilities**

The City shall require that all development be consistent with the Capital Improvements Element and the approved facility and service plans in order to discourage urban sprawl, meet adopted level of service standards, and thereby minimize associated public costs.

#### **Policy 2.6.1: Identification of Water Supplies**

All new development shall connect to non-potable sources of water, such as reclaimed water, for landscape irrigation, when available. The availability of, and requirement to connect to, Alternative Water Supplies, including reclaimed water, will be determined during the PUD approval process unless the use of water from other water sources is authorized by the St. Johns River Water Management District pursuant to part II of Chapter 373, F.S.

#### **Policy 2.6.2: Potable and Re-Use Water Facilities**

PUDs within Wellness Way shall include an analysis of potable and re-use water demand required to accommodate projected impacts and maintain the City's adopted level of service (LOS) for such facilities. If it is determined that sites and/or right-of-way is needed to accommodate the projected impacts, then those sites shall be conveyed prior to the issuance of building permits for development within the PUD.

#### **Policy 2.6.3: Sanitary Sewer Facilities**

PUDs within Wellness Way shall include an analysis of sanitary sewer demand required to accommodate projected impacts and maintain the City's level of service (LOS) for such facilities. If it is determined that sites and/or right-of-way is needed to accommodate the projected impacts, then those sites shall be conveyed prior to the issuance of building permits for development within the PUD.

#### **Policy 2.6.4: Solid Waste Services**

PUDs within the Wellness Way shall include an analysis of solid waste collection demand required to accommodate projected impacts and maintain the City's level of service (LOS) for such services.

#### **Policy 2.6.5 Parks and Trails Facilities**

PUDs within Wellness Way shall include an analysis of parks and trails required to accommodate projected impacts and maintain the City's adopted level of service (LOS) for such facilities. If it is determined that one or more publicly dedicated park sites within the proposed PUD are needed to accommodate projected impacts, then conditions shall be provided within the PUD approval to ensure that those sites are conveyed with the

development of the phase of the project. The Framework Map and Design Guidelines and Standards shall be used as a guide to provide parks and trails facilities within the Wellness Way area.

Trails within a proposed PUD that serve as a component of the multi-modal mobility system shall be identified as part of the PUD process. Conditions for the conveyance of the right-of-way required for such trails shall be established in the PUD approval.

#### **Policy 2.6.6: Provision of Educational Facilities**

All PUDs within Wellness Way shall include an analysis of impacts to public schools and, when necessary, include mitigation conditions consistent with the policies and procedures identified in the First Amended Interlocal Agreement between Lake County and Lake County School Board and Municipalities for School Facilities Planning and Siting (the ILA). If it is determined that one or more school sites within the proposed PUD are needed to accommodate projected impacts, then those sites shall be consistent with the PSFE's School Facility Siting objective and policies.

PUDs shall analyze the impacts of the future residential land uses on public schools and identify the facilities needed. The City shall act in accordance with Objective 1.7 and associated policies of the Intergovernmental Coordination Element of this Comprehensive Plan when coordinating with the Lake County School Board.

In addition to the PSFE's school facility siting objective and policies, the public school siting provisions of Sections 333.03 and 1013.36, F.S., and the First Amended Interlocal Agreement between Lake County and Lake County School Board and Municipalities for School Facilities Planning and Siting (the ILA) shall be followed when identifying and dedicating public school sites.

Future school sites shall be suitable for development as a public school and have the ability to be served with the necessary infrastructure, such as the following: potable and non-potable water, sanitary sewer, electrical power, high-speed internet service and transportation facilities.

When it is not possible to avoid soil conditions on a public school site that would require remediation in order to permit vertical construction, such remediation will be included in the applicant's capital improvements plan for mitigation of the impacts on public schools.

#### **Policy 2.6.7: Provision of Law Enforcement, Fire Protection and Emergency Services**

All PUDs within Wellness Way shall include an analysis of law enforcement, fire protection and emergency medical services impacts and shall include coordination with Clermont Fire Department and Clermont Police Department to determine if facility sites are required within the PUD to ensure the provision of adequate public facilities and services. If it is determined that land is needed to accommodate the siting of facilities required to address the impacts of the proposed PUD, the provision of these lands shall become a condition of approval of the PUD and be conveyed prior to the issuance of building permits for development within the PUD.

Given the current location of existing Fire/EMS facilities of the City to the north and Lake County to the South, the City and Lake County should consider coordinating a joint City-

County Fire/EMS facility in the center of Wellness Way to provide the highest level of response times at the least cost to the community.

**Policy 2.6.8: Conveyed Land Value**

In order to ensure that new development adequately pays for growth-related impacts, the Clermont City Council shall have the authority to determine the valuation or date of valuation of property for the purpose of impact fee credits for property deemed as a required adequate public facility beyond the needs of Wellness Way. The value will be agreed upon by both the City and the land owner or established by appraisals by registered appraisers acceptable to both the City and land owner. The terms of this valuation shall be incorporated into a developer's agreement for a specific development.

Any Developer that conveys land at no cost to the City or other public entity for any public facility, may have the associated development program/entitlement from that conveyed land transferred to the balance of their PUD for use in the over all project.

**Policy 2.6.9: Coordinated Development**

While there is separate property ownership within Wellness Way, planning for development will occur in a coordinated and comprehensive way. The initial extension of potable and non-potable water and sewer service must be sized for the PUD with a Utilities Agreement and built infrastructure and conveyed lands are eligible for reimbursement for excess capacity and land area beyond the need of the proposed development. The Future Land Use Map will establish a general guide for connectivity. Primary Roadway alignments will be set with the PUD process and/or a Roadway Agreement between participating property owners and built infrastructure and conveyed lands are eligible for reimbursement for excess capacity and land area beyond the need of the proposed development. Roadway terminus to terminus alignments are required.

**Policy 2.6.10: Concurrency Requirements**

The City shall ensure that public services and facilities are available concurrent with new development. All development orders, permits, and agreements shall be subject to the adopted Concurrency Management System consistent with Objective 1.2 in the Capital Improvement Element of this Comprehensive Plan.

**Objective 2.7: Intergovernmental Coordination**

To ensure continued coordination of development plans, infrastructure planning and development approvals, and impacts with affected local governments and public agencies throughout Wellness Way.

**Policy 2.7.1 Coordinated Review of Planned Unit Developments**

To provide for intergovernmental coordination, the City shall provide adjacent municipalities, counties, and regional agencies a copy of applications for a Planned Unit Development (PUD). To ensure communication and coordination are used to minimize any potential adverse impacts, the following government agencies shall be notified:

- A. Lake County

- B. Lake County School Board
- C. Florida Department of Transportation

## **Objective 2.8 Implementation**

To develop a straightforward, predictable and efficient process for the preparation, review and approval of Planned Unit Developments (PUDs) and subsequent development approvals within Wellness Way.

### **Policy 2.8.1: Planned Unit Developments (PUDs)**

Development within Wellness Way shall be accomplished utilizing the adoption of Planned Unit Developments (PUDs). Each PUD shall be developed in sufficient detail to allow evaluation of the interrelationship of its parts and establish consistency with principles and criteria contained within the City of Clermont Comprehensive Plan and the Wellness Way Goal, Objectives and Policies.

Each PUD shall be evaluated to determine that adequate facilities and services are or will be available at the time of development. Where facilities or services are determined to be deficient, the developer(s) shall have the option of entering into a funding agreement with Lake County, the City of Clermont and/or Lake County School Board to correct any deficiency and allow development to proceed. All development in the PUD will be served by central sewer and water service.

### **Policy 2.8.2: Framework and Hierarchy of Place**

PUDs within Wellness Way should be organized around a conceptual framework and hierarchy of place, as more particularly defined in the Design Guidelines and Standards. The following represents the most important design principles required in each PUD:

- A. PUDs must determine the location and size of the Centers based upon the regional roadway network and the FLUC jobs-to-housing ratio and then locate the Wellness/Green Corridors and residential neighborhoods.
- B. Residential neighborhoods cluster around the Centers. Each neighborhood is adjacent to an interconnected wellness Corridor/open space system. This helps define neighborhoods and provides the opportunity for trail use for the residents to reach other neighborhoods, Centers, other PUDs, and the State Park.
- C. Along with the Centers neighborhoods and WC networks, there is a required community park. Not only are the school and park a requirement, it is at the PUD level when agreements must be reached to pay for educational facilities roads, utilities and the park. Without such agreements, development may not proceed.

### **Policy 2.8.3: Water Conserv II**

Water Conserv II is designated as the Water Conserv II Future Land Use Category and is comprised of properties owned and used by Orange County and the City of Orlando for a water reclamation project. Portions of this property may be deemed unnecessary for either existing or future needs of the project. Therefore, the City (as applicable) may request that such properties be included in PUDs.



**Objective 2.9: Financing**

To develop financing mechanisms that support the economic development goals of Wellness Way while ensuring the equitable distribution of infrastructure costs.

**Policy 2.9.1: Funding Mechanisms for Regional Infrastructure**

Each PUD shall identify the revenue sources implementable by county or City ordinance (or by resolution of a dependent district created by City ordinance) to provide essential regional infrastructure including transportation, public safety and park improvements required to implement the economic development uses incorporated in the PUD. A density bonus of two (2) dwelling units per acre may be granted to a PUD for right-of-way donated for arterial or collector roads.

Given the unique nature of the existing land ownership patterns, much of the Wellness Way Roadway Network will require acquisition of road right-of-way from CONSERV. Any funding provided by a landowner/developer to the County for acquisition of road right-of-way, including ponds, easements, and trails, may also be eligible for a density bonus of two (2) dwelling units per acre in addition to transportation impact fee credits.

**Policy 2.9.2: Funding Mechanisms for Site Specific Infrastructure**

Within each PUD, the transportation related infrastructure and other infrastructure necessary to accommodate the economic goals of specific sites or individual development shall be incorporated as a cost requirement of site development either directly or provided as a funding component by any dependent or independent district created to provide on-site or regional infrastructure.

**Policy 2.9.3: Phasing of Regional Infrastructure**

The City will rely upon Lake County to enter into Roadway Agreements with all PUDs to ensure that regional infrastructure shall be phased as necessary to support economic development of specific sites or individual developments within each PUD and as required to meet economic expectations of the property bearing the burden of the infrastructure costs.

## Order Confirmation

Not an Invoice

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

|                           |            |
|---------------------------|------------|
| <b>Date:</b>              | 01/12/2024 |
| <b>Order Number:</b>      | 9740849    |
| <b>Prepayment Amount:</b> | \$ 0.00    |

|                          |         |
|--------------------------|---------|
| <b>Column Count:</b>     | 1.0000  |
| <b>Line Count:</b>       | 84.0000 |
| <b>Height in Inches:</b> | 0.0000  |

### Print

| Product                 | #Insertions | Start - End             | Category            |
|-------------------------|-------------|-------------------------|---------------------|
| LEE Daily Commercial    | 2           | 01/22/2024 - 04/08/2024 | Govt Public Notices |
| LEE dailycommercial.com | 2           | 01/22/2024 - 04/08/2024 | Govt Public Notices |

As an incentive for customers, we provide a discount off the total order cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and save!

|                                          |          |
|------------------------------------------|----------|
| Total Cash Order Confirmation Amount Due | \$255.28 |
| Service Fee 3.99%                        | \$10.19  |
| Cash/Check/ACH Discount                  | -\$10.19 |
| Payment Amount by Cash/Check/ACH         | \$255.28 |
| Payment Amount by Credit Card            | \$265.47 |

Order Confirmation Amount

\$255.28

# Ad Preview

## CITY OF CLERMONT NOTICE OF PROPOSED AMENDMENT TO COMPREHENSIVE PLAN ORDINANCE NO. 2024-013

The City of Clermont will hold public hearings Tuesday, February 6, 2024 at 6:30 pm before the Planning and Zoning Commission, Tuesday, February 13, 2024 (transmittal) at 6:30 pm, and April 23, 2024 (adoption hearing) at 6:30 pm before the City Council to consider proposed changes to the Future Land Use Element of the City's adopted comprehensive plan.

### ORDINANCE NO. 2024-013

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF CLERMONT, FLORIDA, PURSUANT TO THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING ACT, CHAPTER 163, PART II, FLORIDA STATUTES BY ADOPTING TEXT CHANGES TO THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN TO REDUCE THE MAXIMUM DENSITY WITHIN THE MASTER PLANNED DEVELOPMENT, DOWNTOWN MIXED USE, AND COMMERCIAL FUTURE LAND USE CATEGORY; SETTING FORTH THE AUTHORITY FOR ADOPTION OF THE COMPREHENSIVE PLAN AMENDMENTS; SETTING FORTH THE PURPOSE AND INTENT OF THE COMPREHENSIVE PLAN AMENDMENTS; ESTABLISHING THE LEGAL STATUS OF THE COMPREHENSIVE PLAN AMENDMENTS; 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, 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  
9740849 1/22, 4/8/2024



# CITY OF CLERMONT

## AGENDA ITEM

Page 1 of 2

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>Meeting Date</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |
| Tuesday, February 13, 2024                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |
| <b>Agenda Item Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |
| Ordinance No. 2024-015 <i>Intro</i><br><i>PKY Clermont MF Annex</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |
| <b>Requested Action</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |
| Recommend approval of Ordinance 2024-015.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |
| <b>Staff Report</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |
| <p>This is a City initiated annexation of the subject property through the use of an Annexation Agreement executed by the property owner, PKY Clermont MF, LLC. The property, approximately 23 acres, is in the process of developing under the John's Lake Landing PUD, Ordinance No. 2021-32, which was granted in Lake County and is for 309 acres. The adjoining properties, Ashley's Furniture, Wendy's and Rooms to Go Patio were annexed by the City in April 2023 as part of the Annexation Agreement.</p> <p>The property is located on the south side of SR 50, between Ray Goodgame Parkway and Magnolia Pointe Boulevard. The city limit is adjacent to the project to the north and the east. The property will continue developing within the City of Clermont according to this PUD. The site will require City water and sewer services and has an older utility agreement in place for the entire John's Lake Landing project. The developer will apply for the remaining building permits through the City. The benefit of annexing the property at this stage is that the City has the jurisdiction over permitting and collection of impact fees that is absent when a property is fully developed in Lake County and then annexed into the City at a later date.</p>  <p>Under Florida Statute Section 171.062(2), property that is annexed and subject to a county land use plan and county zoning may continue with the regulations until the municipality adopts a comprehensive plan amendment. Since this parcel is a portion of the overall development of the John's Lake Landing PUD, a major portion of it has already developed or is currently under development. The entire project is served by City water and sewer and once the entire development is complete, then the City will assign it a future land use of Master Planned Development with PUD zoning. The challenge of assigning a future land use and zoning at this point is that this project is a very small fragment of the overall John's Lake Development. It would be incompatible and inefficient on such a small scale and would be more consistent to assign the entire John's Lake Landing project once completed.</p> <p>The subject property meets the requirements for annexation under Florida Statutes Chapter 171.044, the City is capable of serving the property and staff recommends approval of Ordinance 2024-015.</p> |  |

|                                                          |                                                         |                                                             |  |
|----------------------------------------------------------|---------------------------------------------------------|-------------------------------------------------------------|--|
| <b>Additional Analysis</b>                               |                                                         |                                                             |  |
| <b>Fiscal Impact Summary</b>                             |                                                         |                                                             |  |
| None.                                                    |                                                         |                                                             |  |
| <b>Fiscal Impact</b>                                     | <b>Fund Number and Description</b>                      | <b>Available Budget Amount</b>                              |  |
|                                                          |                                                         |                                                             |  |
| <b>Exhibits Attached</b> (copies of original agreements) |                                                         |                                                             |  |
| 1.                                                       | Ord. 2024-015 - PKY Clermont MF Annexation (01.19.2024) | Ord. 2024-015 - PKY Clermont MF Annexation (01.19.2024).pdf |  |
| 2.                                                       | Skyline Apts Annexation Map                             | Skyline Apts Annexation Map.pdf                             |  |
| 3.                                                       | Aerial of site                                          | Aerial of site.pdf                                          |  |
| 4.                                                       | Annexation Agreement                                    | Annexation Agreement.pdf                                    |  |
| 5.                                                       | Display Ad                                              | Display Ad.pdf                                              |  |





*CITY OF CLERMONT*  
**ORDINANCE NO. 2024-015**

**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.**

**WHEREAS**, the City Council of the City of Clermont, Lake County, Florida, has received a Petition for Annexation through an Annexation Agreement for 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**

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

COMMENCE AT A 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE SOUTHWEST CORNER OF SAID LOT 25 ALSO BEING THE WEST QUARTER CORNER OF SAID SECTION 25; THENCE, ALONG THE SOUTH LINE OF LOT 25, SOUTH 89°29'17" EAST, 30.07 FEET TO THE POINT OF BEGINNING; THENCE, DEPARTING SAID SOUTH LINE, NORTH 00°38'38" EAST, 2.56 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE EAST, HAVING A RADIUS OF 270.00 FEET, A CENTRAL ANGLE OF 026°37'07" AND AN ARC LENGTH OF 125.44 FEET (CHORD: NORTH 13°57'11" EAST, 124.31'), TO A POINT OF REVERSE



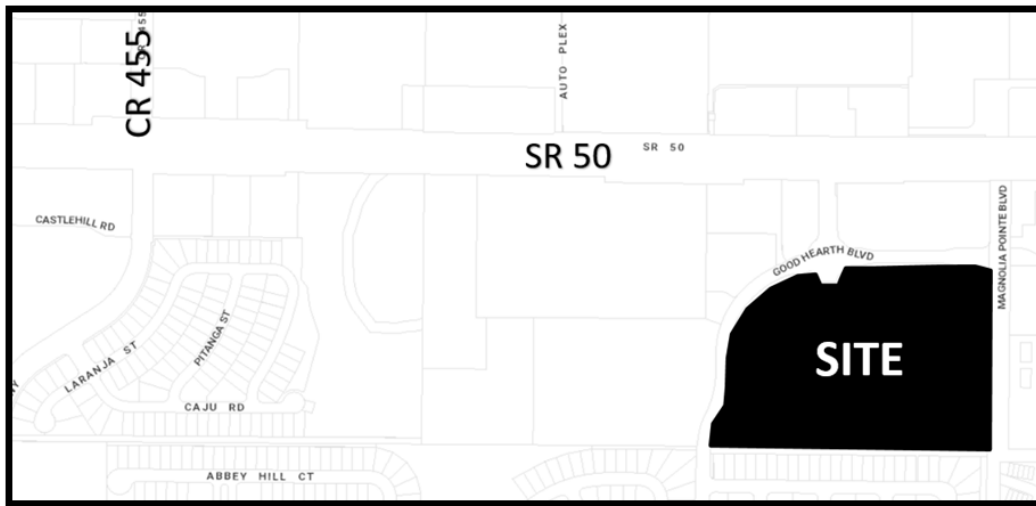
*CITY OF CLERMONT*  
**ORDINANCE NO. 2024-015**

CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE LEFT, CONCAVE TO THE WEST, HAVING A RADIUS OF 505.00 FEET, A CENTRAL ANGLE OF 027°15'45" AND AN ARC LENGTH OF 240.29 FEET (CHORD: NORTH 13°37'52" EAST, 238.03'), TO A POINT OF TANGENCY; THENCE, NORTH 00°00'00" EAST, 74.99 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 370.00 FEET, A CENTRAL ANGLE OF 042°28'55" AND AN ARC LENGTH OF 274.34 FEET (CHORD: NORTH 21°14'28" EAST, 268.10'), TO A POINT OF COMPOUND CURVATURE; THENCE, ALONG SAID COMPOUND CURVE TO THE RIGHT, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 470.00 FEET, A CENTRAL ANGLE OF 026°06'02" AND AN ARC LENGTH OF 214.10 FEET (CHORD: NORTH 55°31'56" EAST, 212.26'), TO A POINT OF COMPOUND CURVATURE; THENCE, ALONG SAID COMPOUND CURVE TO THE RIGHT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 82.00 FEET, A CENTRAL ANGLE OF 021°03'14" AND AN ARC LENGTH OF 30.13 FEET (CHORD: NORTH 79°06'34" EAST, 29.96'), TO A POINT OF TANGENCY; THENCE, NORTH 89°38'11" EAST, 15.54 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE NORTH, HAVING A RADIUS OF 118.00 FEET, A CENTRAL ANGLE OF 015°00'00" AND AN ARC LENGTH OF 30.89 FEET (CHORD: NORTH 82°08'11" EAST, 30.80'), TO A POINT OF TANGENCY; THENCE, NORTH 74°38'11" EAST, 28.82 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 054°45'57" AND AN ARC LENGTH OF 30.59 FEET (CHORD: SOUTH 77°58'51" EAST, 29.44'), TO A POINT OF REVERSE CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE LEFT, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 98.00 FEET, A CENTRAL ANGLE OF 004° 10' 03" AND AN ARC LENGTH OF 7.13 FEET (CHORD: SOUTH 52°40' 54" EAST, 7.13'), TO A POINT OF REVERSE CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE RIGHT, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 054° 45' 56" AND AN ARC LENGTH OF 30.59 FEET (CHORD: SOUTH 27° 22' 58" EAST, 29.44'), TO A POINT OF TANGENCY; THENCE, SOUTH 00° 00' 00" WEST, 10.00 FEET; THENCE, SOUTH 89° 59' 43" EAST, 86.00 FEET; THENCE, NORTH 00° 00' 00" EAST, 10.00 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 054° 45' 56" AND AN ARC LENGTH OF 30.59 FEET (CHORD: NORTH 27°22'58" EAST, 29.44'), TO A POINT OF REVERSE CURVE; THENCE, ALONG SAID REVERSE CURVE TO THE LEFT, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 98.00 FEET, A CENTRAL ANGLE OF 019°31' 52" AND AN ARC LENGTH OF 33.41 FEET (CHORD: NORTH 45°00'00" EAST, 33.25'), TO A POINT OF REVERSE CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE RIGHT, CONCAVE SOUTHEAST, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 054°45'56" AND AN ARC LENGTH OF 30.59 FEET (CHORD: NORTH 62°37'02" EAST, 29.44'), TO A POINT OF TANGENCY; THENCE, NORTH 90°00'00" EAST, 28.82 FEET TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE NORTH, HAVING A RADIUS OF 118.00 FEET, A CENTRAL ANGLE OF 015°00'00" AND AN ARC LENGTH OF 30.89 FEET (CHORD: NORTH 82°30'00" EAST, 30.80'), TO A POINT OF TANGENCY; THENCE, NORTH 75°00'00" EAST, 23.90 FEET, TO

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

### **LOCATION**

Skyline Apartments at Westfall Station  
Improved property 3/4 mile east of CR 455 and SR 50 intersection  
Southwest corner of SR 50 and Magnolia Pointe Blvd., west of Magnolia Pointe Blvd.  
Alternate Key 1592330  
22.94 +/- Acres





*CITY OF CLERMONT*  
**ORDINANCE NO. 2024-015**

**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.

**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. 2024-015**

**PASSED AND ADOPTED** by the City Council of the City of Clermont, Lake County, Florida on this 27th day of February, 2024.

CITY OF CLERMONT

---

Tim Murry, Mayor

ATTEST:

---

Tracy Ackroyd Howe, MMC  
City Clerk

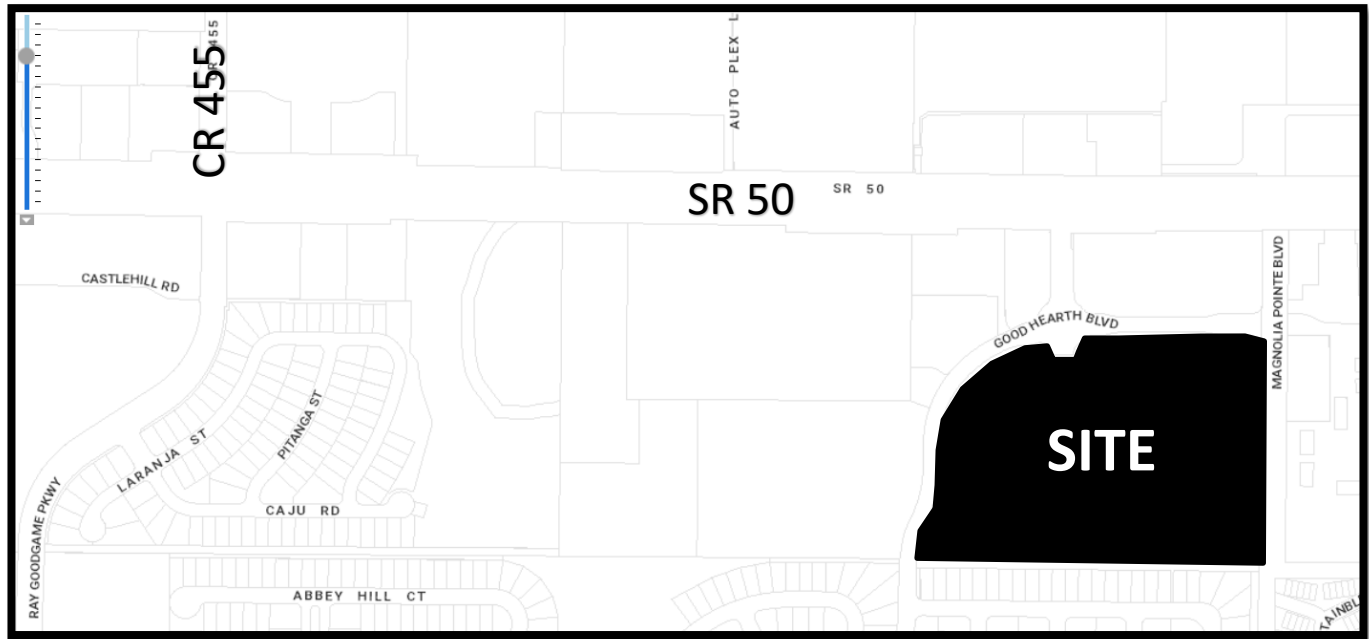
APPROVED AS TO FORM AND LEGALITY:

---

Daniel F. Mantzaris, City Attorney



# Exhibit - Location Map –Skyline Apartments/ PKY Clermont MF





John's Lake Landing PUD Development – Skyline Apartments  
Annexation parcel location



**2023 011A**

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

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

**RECITALS**

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

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

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

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

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



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

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

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

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

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

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

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

e. In the event the City fails to annex the Property, within six (6) months of the expiration of the annexation deadline in Section 3(a) above, the City shall continue to provide utility services to the Property, shall refund to Owner the amount paid under 3(c) above and the Owner shall continue with its development solely in Lake County and will not be responsible for payment of any additional impact or other fees to the City. Owner agrees, however, that in the event City fails to annex the Property, the Notice of Encumbrance to Annex as set forth in the Waste & Wastewater Service Agreement shall remain in full force and effect and City may annex, at its expense, the Property at any time thereafter.

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

**Section 5.**           **DEFAULT**

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

**Section 6.**           **SEVERABILITY**

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

**Section 7.**           **NOTICES**

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

**CITY**

City of Clermont  
City Manager  
P.O. Box 120219



Clermont, FL 34712-0219

**OWNER**

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

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

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

WEN Real Estate LLC  
4030 NE 30th Avenue  
Lighthouse Point, FL 33064  
Attn: Edilberto Rodriguez  
Email: [Eddie@Wencorg.com](mailto:Eddie@Wencorg.com)

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

**Section 8. AMENDMENTS**

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

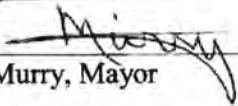
**Section 9. EFFECTIVE DATE**

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

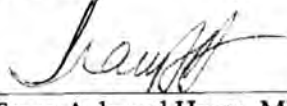
**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the date listed below. City through its Mayor, authorized to execute same by City Council action, and Owner through \_\_\_\_\_.

DATED this 10 day of January, 2023.

**CITY OF CLERMONT**

\_\_\_\_\_  
  
Tim Murry, Mayor

ATTEST:

\_\_\_\_\_  
  
Tracy Ackroyd Howe, MMC, City Clerk



*{signatures continued on next page}*

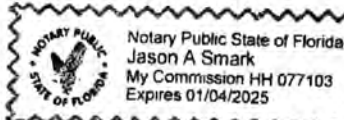
**PKY CLERMONT LAND, LLC,**  
a Delaware limited liability company

By: [Signature]Name: RICHARD G. TOOMEYTitle: V.P.

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10th day of JANUARY, 2023 by RICHARD TOOMEY as V.P. of **PKY CLERMONT LAND, LLC**, a Delaware limited liability company. He/she is [ ] personally known to me or has produced FL DRIVERS LICENSE as identification.

[Notary Seal]

[Signature]  
Notary PublicJASON A. SMARK  
Name typed, printed or stamped

{signatures continued on next page}

**PKY CLERMONT MF, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_

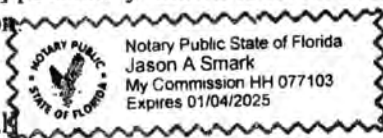
Name: Richard J. ToomeyTitle: V.P.

STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18<sup>th</sup> day of JANUARY, 2023 by RICHARD TOOMEY as V.P. of **PKY CLERMONT MF, LLC**, a Delaware limited liability company. He/she is ☐ personally known to me or has produced FL DRIVERS LICENSE as identification.

[Notary Seal]



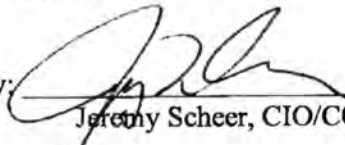
Notary Public

{signatures continued on next page}

**YUGE DEALS, LLLP,**

a Florida limited liability limited partnership

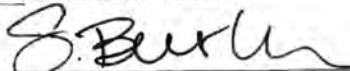
By: Concept Development, Inc., a Florida corporation,  
as General Partner

By:   
Jeremy Scheer, CIO/COO

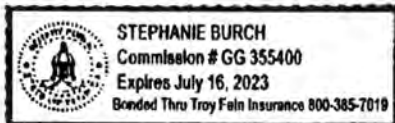
STATE OF FLORIDA  
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13<sup>th</sup> day of January, 2023 by Jeremy Scheer as CIO/COO of Concept Development, Inc., a Florida corporation, as General Partner of **YUGE DEALS, LLLP**, a Florida limited liability limited partnership. He/she is ☒ personally known to me or has produced \_\_\_\_\_ as identification.

[Notary Seal]

  
Notary Public

{signatures continued on next page}





WEN REAL ESTATE, LLC,  
a Florida limited liability company

By: [Signature]  
Name: Edilberto Rodriguez  
Title: Owner

STATE OF FLORIDA  
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18 day of January, 2023 by Edilberto Rodriguez as owner of WEN REAL ESTATE, LLC, a Florida limited liability company. He/she is [ ] personally known to me or has produced Drivers License as identification.

[Notary Seal]

[Signature]  
Notary Public



{signatures continued on next page}

**50 ASHLEY, LLC**

a Delaware limited liability company

By: Name: Stephen R. CalkinsTitle: Manager

STATE OF FLORIDA

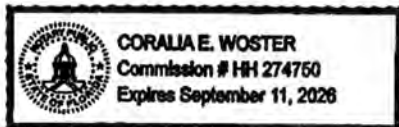
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12<sup>th</sup> day of January, 2023 by Stephen R. Calkins as manager of **50 ASHLEY, LLC**, a Delaware limited liability company.

He/she is ☒ personally known to me or has produced \_\_\_\_\_ as identification.

[Notary Seal]

  
Notary Public



**Exhibit "A"****PKY CLERMONT LAND, LLC, a Delaware limited liability company**

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

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

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

**LESS AND EXCEPT PARCEL B:**

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

**COMMENCE** AT A 4"x4" CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE SOUTHWEST CORNER OF SAID LOT 25 ALSO BEING THE WEST QUARTER CORNER OF SAID SECTION 25; THENCE, ALONG THE WEST LINE OF SAID SECTION 25, NORTH 0°41'28" EAST, 596.74 FEET, TO A 1/2 IRON ROD AND CAP (PLS 1781); THENCE, CONTINUE ALONG SAID WEST LINE, NORTH 0°39'58" EAST, 631.65 FEET; TO A 1/2 IRON ROD (NO IDENTIFICATION) SITUATE ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COLONIAL DRIVE (STATE ROAD 50, RIGHT-OF-WAY WIDTH VARIES PER FDOT SECTION #11070 F.P. NO. 238429 4); THENCE, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE COURSES: SOUTH 89°08'59" EAST, 171.25 FEET, TO A 5/8 IRON ROD AND CAP (LB 6605); NORTH 0°51'05" EAST, 25.00 FEET, TO A 5/8 IRON ROD AND CAP (LB 6605); SOUTH 89°08'57" EAST, 180.43 FEET, TO THE **POINT OF BEGINNING**; THENCE, CONTINUE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE COURSES: SOUTH 89°08'57" EAST, 169.29 FEET, TO A 1/2" IRON ROD (NO IDENTIFICATION); SOUTH 1°32'52" WEST, 10.70 FEET, TO A 5/8" IRON ROD AND CAP (FDOT); SOUTH 89°05'46" EAST, 4.02 FEET; THENCE, DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 00° 00' 00" EAST, 198.47 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE WEST, HAVING A RADIUS OF 376.00 FEET, A CENTRAL ANGLE OF 7° 40' 29" AND AN ARC LENGTH OF 50.37 FEET (CHORD: SOUTH 03° 50' 15" WEST, 50.33'), TO A POINT OF COMPOUND CURVATURE; THENCE, ALONG SAID COMPOUND CURVE TO THE RIGHT, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 45° 24' 37" AND AN ARC LENGTH OF 25.36 FEET (CHORD: SOUTH 30° 22' 48" WEST, 24.70'), TO A POINT OF REVERSE



CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE LEFT, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 98.00 FEET, A CENTRAL ANGLE OF 33° 12' 51" AND AN ARC LENGTH OF 56.81 FEET (CHORD: SOUTH 36° 28' 41" WEST, 56.02'), TO A POINT OF REVERSE CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE RIGHT, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 54° 45' 56" AND AN ARC LENGTH OF 30.59 FEET (CHORD: SOUTH 47° 15' 13" WEST, 29.44'), TO A POINT OF TANGENCY; THENCE, SOUTH 74° 38' 11" WEST, 28.82 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 118.00 FEET, A CENTRAL ANGLE OF 11° 09' 23" AND AN ARC LENGTH OF 22.98 FEET (CHORD: SOUTH 69° 03' 30" WEST, 22.94'), TO A POINT OF TANGENCY; THENCE, SOUTH 63° 28' 48" WEST, 36.01 FEET, TO A POINT ON A CURVE; THENCE, ALONG SAID CURVE TO THE RIGHT CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 73.07 FEET, A CENTRAL ANGLE OF 42° 47' 46" AND AN ARC LENGTH OF 54.58 FEET (CHORD: NORTH 22° 39' 00" WEST, 53.32'), TO A POINT OF TANGENCY; THENCE, LEAVING SAID CURVE, NORTH 4°45'49" WEST, 3.01 FEET; THENCE, NORTH 0°00'00" EAST, 328.00 FEET, TO THE **POINT OF BEGINNING**.

**FURTHER LESS AND EXCEPT PARCEL C:**

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

COMMENCE AT A 4"x4" CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE SOUTHWEST CORNER OF SAID LOT 25 ALSO BEING THE WEST QUARTER CORNER OF SAID SECTION 25; THENCE, ALONG THE WEST LINE OF SAID SECTION 25, NORTH 0°41'28" EAST, 596.74 FEET, TO A 1/2 IRON ROD AND CAP (PLS 1781); THENCE, CONTINUE ALONG SAID WEST LINE, NORTH 0°39'58" EAST, 127.75 FEET, TO THE POINT OF BEGINNING; THENCE, CONTINUE ALONG SAID WEST LINE, NORTH 0°39'58" EAST, 274.22 FEET; THENCE, DEPARTING SAID WEST LINE, SOUTH 89°20'02" EAST, 326.71 FEET; THENCE, SOUTH 0°00'00" EAST, 151.31 FEET; THENCE SOUTH 63°28'48" WEST, 11.12 FEET TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 530.00 FEET, A CENTRAL ANGLE OF 21° 38' 27" AND AN ARC LENGTH OF 200.18 FEET (CHORD: SOUTH 53° 18' 09" WEST, 198.99'), TO A POINT OF COMPOUND CURVATURE; THENCE, ALONG SAID COMPOUND CURVE TO THE LEFT, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 430.00 FEET, A CENTRAL ANGLE OF 2° 32' 38" AND AN ARC LENGTH OF 19.09 FEET (CHORD: SOUTH 41° 12' 36" WEST, 19.09'), TO A POINT OF REVERSE CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE RIGHT, CONCAVE TO THE NORTH, HAVING A RADIUS OF 19.50 FEET, A CENTRAL ANGLE OF 84° 19' 07" AND AN ARC LENGTH OF 28.70 FEET (CHORD: SOUTH 82° 05' 51" WEST, 26.18'), TO A POINT OF TANGENCY; THENCE, NORTH 55°44'36" WEST, 18.22 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 72.00 FEET, A CENTRAL ANGLE OF 34° 15' 24" AND AN ARC LENGTH OF 43.05 FEET (CHORD: NORTH 72° 52' 18" WEST, 42.41'), TO A POINT OF TANGENCY; THENCE, NORTH 90°00'00" WEST, 66.28 FEET, TO THE POINT OF BEGINNING.

**FURTHER LESS AND EXCEPT PARCEL D:**

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

COMMENCE AT A 4"x4" CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE



SOUTHWEST CORNER OF SAID LOT 25 ALSO BEING THE WEST QUARTER CORNER OF SAID SECTION 25; THENCE, ALONG THE WEST LINE OF SAID SECTION 25, NORTH 0°41'28" EAST, 596.74 FEET, TO A 1/2 IRON ROD AND CAP (PLS 1781); THENCE, CONTINUE ALONG SAID WEST LINE, NORTH 0°39'58" EAST, 631.65 FEET, TO A 1/2 IRON ROD (NO IDENTIFICATION) SITUATE ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COLONIAL DRIVE (STATE ROAD 50, RIGHT-OF-WAY WIDTH VARIES PER FDOT SECTION #11070 F.P. NO. 238429 4); THENCE, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING SIX COURSES: SOUTH 89°08'59" EAST, 171.25 FEET, TO A 5/8 IRON ROD AND CAP (LB 6605); NORTH 0°51'05" EAST, 25.00 FEET, TO A 5/8 IRON ROD AND CAP (LB 6605); SOUTH 89°08'57" EAST, 166.43 FEET; SOUTH 89°08'57" EAST, 183.29 FEET, TO A 1/2 IRON ROD (NO IDENTIFICATION); SOUTH 1°32'52" WEST, 10.70 FEET, TO A 5/8 IRON ROD AND CAP (FDOT); SOUTH 89°05'46" EAST, 90.03 FEET, TO THE POINT OF BEGINNING; THENCE, CONTINUE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR COURSES: SOUTH 89°05'46" EAST, 210.51 FEET, TO A 5/8 IRON ROD AND CAP (FDOT); NORTH 89°57'55" EAST, 100.80 FEET, TO A 5/8 IRON ROD AND CAP (FDOT); NORTH 0°00'12" WEST, 10.00 FEET, TO A 5/8 IRON ROD AND CAP (LB 4641); NORTH 89°59'48" EAST, 405.25 FEET, TO A 5/8 IRON ROD AND CAP (LB 6605) MARKING THE INTERSECTION OF SAID SOUTHERLY RIGHT-OF-WAY LINE OF COLONIAL DRIVE (STATE ROAD 50) AND THE WEST RIGHT-OF-WAY LINE OF MAGNOLIA POINTE BOULEVARD (100' WIDE RIGHT-OF-WAY PER PLAT BOOK 40, PAGES 1-6); THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY AND ALONG SAID WEST RIGHT OF WAY, SOUTH 0°40'41" WEST, 282.60 FEET, TO A POINT SITUATE ON A NON-TANGENT CURVE; THENCE, DEPARTING SAID WEST RIGHT-OF-WAY AND ALONG SAID NON-TANGENT CURVE, TO THE RIGHT, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 83° 08' 12" AND AN ARC LENGTH OF 46.43 FEET (CHORD: SOUTH 48° 25' 54" WEST, 42.46'), TO A POINT OF TANGENCY; THENCE, NORTH 90° 00' 00" WEST, 107.97 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 118.00 FEET, A CENTRAL ANGLE OF 15° 00' 00" AND AN ARC LENGTH OF 30.89 FEET (CHORD: SOUTH 82° 30' 00" WEST, 30.80'), TO A POINT OF TANGENCY; THENCE, SOUTH 75° 00' 00" WEST, 23.90 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE NORTH, HAVING A RADIUS OF 82.00 FEET, A CENTRAL ANGLE OF 15° 00' 00" AND AN ARC LENGTH OF 21.47 FEET (CHORD: SOUTH 82° 30' 00" WEST, 21.41'), TO A POINT OF TANGENCY; THENCE, NORTH 90° 00' 00" WEST, 331.74 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE NORTH, HAVING A RADIUS OF 82.00 FEET, A CENTRAL ANGLE OF 15° 00' 00" AND AN ARC LENGTH OF 21.47 FEET (CHORD: NORTH 82° 30' 00" WEST, 21.41'), TO A POINT OF TANGENCY; THENCE, NORTH 75° 00' 00" WEST, 23.90 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 118.00 FEET, A CENTRAL ANGLE OF 15° 00' 00" AND AN ARC LENGTH OF 30.89 FEET (CHORD: NORTH 82° 30' 00" WEST, 30.80'), TO A POINT OF TANGENCY; THENCE, NORTH 90° 00' 00" WEST, 28.82 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 54° 45' 56" AND AN ARC LENGTH OF 30.59 FEET (CHORD: NORTH 62° 37' 02" WEST, 29.44'), TO A POINT OF REVERSE CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE LEFT, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 98.00 FEET, A CENTRAL ANGLE OF 17° 51' 03" AND AN ARC LENGTH OF 30.53 FEET (CHORD: NORTH 44° 09' 35" WEST, 30.41'), TO A POINT OF REVERSE CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE RIGHT, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 45° 24' 37" AND AN ARC LENGTH OF 25.36 FEET (CHORD: NORTH 30° 22' 48" WEST, 24.70'), TO A POINT OF COMPOUND CURVATURE; THENCE, ALONG SAID COMPOUND CURVE TO THE RIGHT, CONCAVE TO THE EAST, HAVING A RADIUS OF 376.00 FEET, A CENTRAL ANGLE OF 7° 40' 29" AND AN ARC LENGTH OF 50.37 FEET (CHORD: NORTH 03° 50' 15" WEST, 50.33'), TO A POINT OF TANGENCY; THENCE, NORTH 00° 00' 00" EAST, 197.11 FEET, TO THE POINT OF BEGINNING.

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

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

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

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

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

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

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



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

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

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



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

**PARCEL D – 50 ASHLEY, LLC, a Delaware limited liability company**

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

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

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

## LEGAL NOTICE

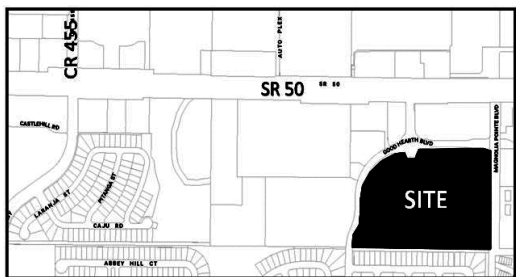
The Clermont City Council will consider the enactment of the following proposed Ordinance at their regularly scheduled meeting to be held Tuesday, February 27, 2024 at 6:30 PM at Clermont City Hall, Council Chambers located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

### ORDINANCE NO. 2024-015

**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

Skyline Apartments at Westfall Station  
Improved property 3/4 mile east of CR 455 and SR 50 intersection  
Southwest corner of SR 50 and Magnolia Pointe Blvd., west of Magnolia Pointe Blvd.  
Alternate Key 1592330  
22.94 +/- Acres



#### LEGAL DESCRIPTION:

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

COMMENCE AT A 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE SOUTHWEST CORNER OF SAID LOT 25 ALSO BEING THE WEST QUARTER CORNER OF SAID SECTION 25; THENCE, ALONG THE SOUTH LINE OF LOT 25, SOUTH 89°29'17" EAST, 30.07 FEET TO THE POINT OF BEGINNING; THENCE, DEPARTING SAID SOUTH LINE, NORTH 00°38'38" EAST, 2.56 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE EAST, HAVING A RADIUS OF 270.00 FEET, A CENTRAL ANGLE OF 026°37'07" AND AN ARC LENGTH OF 125.44 FEET (CHORD: NORTH 13°57'11" EAST, 124.31'), TO A POINT OF REVERSE CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE LEFT, CONCAVE TO THE WEST, HAVING A RADIUS OF 505.00 FEET, A CENTRAL ANGLE OF 027°15'45" AND AN ARC LENGTH OF 240.29 FEET (CHORD: NORTH 13°37'52" EAST, 238.03'), TO A POINT OF TANGENCY; THENCE, NORTH 00°00'00" EAST, 74.99 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 370.00 FEET, A CENTRAL ANGLE OF 042°28'55" AND AN ARC LENGTH OF 274.34 FEET (CHORD: NORTH 21°14'28" EAST, 268.10'), TO A POINT OF COMPOUND CURVATURE; THENCE, ALONG SAID COMPOUND CURVE TO THE RIGHT, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 470.00 FEET, A CENTRAL ANGLE OF 026°06'02" AND AN ARC LENGTH OF 214.10 FEET (CHORD: NORTH 55°31'56" EAST, 212.26'), TO A POINT OF COMPOUND CURVATURE; THENCE, ALONG SAID COMPOUND CURVE TO THE RIGHT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 82.00 FEET, A CENTRAL ANGLE OF 021°03'14" AND AN ARC LENGTH OF 30.13 FEET (CHORD: NORTH 79°06'34" EAST, 29.96'), TO A POINT OF TANGENCY; THENCE, NORTH 89°38'11" EAST, 15.54 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE NORTH, HAVING A RADIUS OF 118.00 FEET, A CENTRAL ANGLE OF 015°00'00" AND AN ARC LENGTH OF 30.89 FEET (CHORD: NORTH 82°08'11" EAST, 30.80'), TO A POINT OF TANGENCY; THENCE, NORTH 74°38'11" EAST, 28.82 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 054°45'57" AND AN ARC LENGTH OF 30.59 FEET (CHORD: SOUTH 77°58'51" EAST, 29.44'), TO A POINT OF REVERSE CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE LEFT, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 98.00 FEET, A CENTRAL ANGLE OF 004°10'03" AND AN ARC LENGTH OF 7.13 FEET (CHORD: SOUTH 52°40'54" EAST, 7.13'), TO A POINT OF REVERSE CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE RIGHT, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 054°45'56" AND AN ARC LENGTH OF 30.59 FEET (CHORD: SOUTH 27°22'58" EAST, 29.44'), TO A POINT OF TANGENCY; THENCE, SOUTH 00°00'00" WEST, 10.00 FEET; THENCE, SOUTH 89°59'43" EAST, 86.00 FEET; THENCE, NORTH 00°00'00" EAST, 10.00 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 054°45'56" AND AN ARC LENGTH OF 30.59 FEET (CHORD: NORTH 27°22'58" EAST, 29.44'), TO A POINT OF REVERSE CURVE; THENCE, ALONG SAID REVERSE CURVE TO THE LEFT, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 98.00 FEET, A CENTRAL ANGLE OF 019°31'52" AND AN ARC LENGTH OF 33.41 FEET (CHORD: NORTH 45°00'00" EAST, 33.25'), TO A POINT OF REVERSE CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE RIGHT, CONCAVE SOUTHEAST, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 054°45'56" AND AN ARC LENGTH OF 30.59 FEET (CHORD: NORTH 62°37'02" EAST, 29.44'), TO A POINT OF TANGENCY; THENCE, NORTH 90°00'00" EAST, 28.82 FEET TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE NORTH, HAVING A RADIUS OF 118.00 FEET, A CENTRAL ANGLE OF 015°00'00" AND AN ARC LENGTH OF 30.89 FEET (CHORD: NORTH 82°30'00" EAST, 30.80'), TO A POINT OF TANGENCY; THENCE, NORTH 75°00'00" EAST, 23.90 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 82.00 FEET, A CENTRAL ANGLE OF 015°00'00" AND AN ARC LENGTH OF 21.47 FEET (CHORD: NORTH 82°30'00" EAST, 21.41'), TO A POINT OF TANGENCY; THENCE, NORTH 90°00'00" EAST, 331.74, FEET TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 82.00 FEET, A CENTRAL ANGLE OF 015°00'00" AND AN ARC LENGTH OF 21.47 FEET (CHORD: SOUTH 82°30'00" EAST, 21.41'), TO A POINT OF TANGENCY; THENCE, SOUTH 75°00'00" EAST, 23.90 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE NORTH, HAVING A RADIUS OF 118.00 FEET, A CENTRAL ANGLE OF 015°00'00" AND AN ARC LENGTH OF 30.89 FEET (CHORD: SOUTH 82°30'00" EAST, 30.80'), TO A POINT OF TANGENCY; THENCE, NORTH 90°00'00" EAST, 106.39 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID NON-TANGENT CURVE TO THE RIGHT, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 081°54'44" AND AN ARC LENGTH OF 45.75 FEET (CHORD: SOUTH 49°02'38" EAST, 41.95'), TO A NON-TANGENT LINE, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF MAGNOLIA POINT BOULEVARD, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 40, PAGES 1-6 OF SAID PUBLIC RECORDS; THENCE, ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 00°40'41" WEST, 827.88 FEET TO THE SAID SOUTH LINE OF LOT 25; THENCE, ALONG SAID SOUTH LINE OF LOT 25, NORTH 89°29'17" WEST, 1297.24 FEET TO THE POINT OF BEGINNING.

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.