



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

6:30 PM, Tuesday, February 27, 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

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 February 13, 2024, Council meeting minutes.

Item No. 2 - Bid Award
Fire Truck Equipment

Consider award to Advance Emergency Services Training Inc. dba. AEST Fire & Safety, North American Fire Equipment Co.Inc. and Ten-8 Fire & Safety, LLC to purchase Firefighter equipment for the total budgeted amount of \$176,232.01.

Item No. 3 - Term Contract Award
Employee Retirement Plan

Consider term contract award to Empower Retirement, LLC. to obtain defined contribution recordkeeper services for employee 401(a) and 457(b) retirement plans.

Item No. 4 - Piggyback Contract
Disaster Restoration Services

Consider approval to piggyback the OMNIA Partners term contract with Belfor USA Group, Inc. to provide disaster and non-disaster restoration of operational services.

Item No. 5 - Piggyback Contract
Equipment Rental Services

Consider piggyback approval of Sourcewell term contract number 062320-URI with United Rentals (North America), Inc. to provide equipment rental services.

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| Item No. 6 - Resolution No. 2024-010R
<i>Budget Amendment</i> | Consider approval of budget amendment for the first quarter of Fiscal Year ending September 30, 2024. |
| Item No. 7 - Resolution No. 2024-011R
<i>Updated Statewide Mutual Aid Agreement</i> | Consider approval of the 2023 Statewide Mutual Aid Agreement to bring the City into compliance with the current policies and procedures for emergency responses. |
| Item No. 8 - Event, Open Container and Road Closure Request
<i>Suntoberfest</i> | Consider allowing Suncreek Brewery to host an event in downtown Clermont with road closure and open container allowance, October 5 - 6, 2024. |
| Item No. 9 - Task Order
<i>Powell Studio Architecture</i> | Consider task order approval for the design and engineering for the Meet Us In The Middle Park & Docking Facility in the budgeted amount of \$353,500. |
| Item No. 10 - Task Order
<i>Halff Associates, Inc.</i> | Consider task order approval for engineering services of the Meet Us In The Middle Park & Docking Facility in the budgeted amount of \$369,000. |
| Item No. 11 - Resolution No. 2024-012R
<i>Grant Application Request</i> | Consider approval to apply to the Florida Boating Improvement Program for a grant in the amount of \$100,000. |

UNFINISHED BUSINESS

- | | |
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| Item No. 12 - Variance Request
<i>Wendy's at John's Lake Landing</i> | Consider requests for permitted and off-site signs. |
| Item No. 13 - Ordinance No. 2023-029 <i>Final</i>
<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. 14 - Ordinance No. 2023-030 <i>Final</i>
<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. 15 - Ordinance No. 2023-031 <i>Final</i>
<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. |

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Item No. 16 - Ordinance No. 2024-009 *Final*
Hooks Street Self-Storage Facility Annexation

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

Item No. 17 - Ordinance No. 2024-010 *Final*
Hooks Street Self-Storage Facility SSCPA

Consider 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. 18 - Ordinance No. 2024-011 *Final*
Hooks Street Self-Storage Facility Rezoning

Consider 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. 19 - Resolution No. 2024-004R
Hooks Street Self-Storage Facility CUP

Consider a Conditional Use Permit to allow for a self-storage facility to occupy more than 20,000 square feet of floor space in the C-2 General Commercial zoning district for a vacant parcel located at 13119 Hooks Street.

Item No. 20 - Ordinance No. 2024-012 *Final*
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. 21 - Ordinance No. 2024-015 *Final*
PKY Clermont MF Annex

Consider annexation of a 23 acre parcel within the John's Lake Landing PUD, Skyline Apartments.

Item No. 22 - Ordinance No. 2024-016 *Intro*
Special Magistrate

Consider introduction of Ordinance to establish a Special Magistrate.

ADJOURN

Public Notice

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

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

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

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

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

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
February 13, 2024

CALL TO ORDER

The City Council met in a regular meeting on Tuesday, February 13, 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 and Pines.

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

Council Member Pines was absent.

INVOCATION AND PLEDGE OF ALLEGIANCE

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

PROCLAMATION

City Clerk Howe read the Special Election Proclamation.

Council Member Gonzalez moved to accept and declare the Special Election of May 14, 2024; seconded by Council Member Myers. Passed unanimously 3-0 with all members present voicing aye.

PUBLIC COMMENTS

Vincent Niemiec, Regency Hills – spoke regarding a traffic light at Hartwood Marsh and Hancock. He spoke with County Commissioners regarding the light and was told they were expediting the project. Also spoke regarding Lennar Homes being paid by Lake County to build a road within Wellness Way.

City Manager Bulthuis explained that there are different segments of roads within Wellness Way. Lennar will build the road up to the clay road and receive credits for that portion. Orange County owns the road from Five Mile Road north. Lake County will contract with Lennar to build that section of road from that point up to Hartwood Marsh.

Mr. Niemiec stated that he was told something different from the county. Mayor Murry asked City Manager Bulthuis to contact Lake County for clarification.

Sharon Keys, 644 W. Osceola Street – Recognized and honored Black Americans during Black History Month.

Valerie Cabrera, 2310 Kayley Ridge Road – expressed concern with a possible water retention facility placed on the Highland Ranch Homeowners Association (HOA) property.

Patrick Peters, 2207 Timber Creek Lane – expressed concern with a possible water retention facility put on the Highland Ranch HOA property.

City Manager Bulthuis stated that the placement of a water retention facility is not a decision for City Council. The decision falls on the Highland Ranch HOA, if the HOA states that they do not want it on their property then it is a non-issue. There were residents that approached the city regarding irrigation water pressure, the city has been working on a solution and this was one of the solutions.

Ruben Jimenez, 556 Autumn Ash Drive – expressed concern with a possible water retention facility placement on the Highland Ranch HOA property.

Brad Southerland, 1024 Nathan Ridge Road – expressed concern with a possible water retention facility placement on the Highland Ranch HOA property.

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Ken Stover, 543 Timbervale Trail– expressed concern with a possible water retention facility on the Highland Ranch HOA property.

Gregory Ceraface, 556 Autumn Ash Drive - expressed concern with a possible water retention facility on the Highland Ranch HOA property.

City Manager Bulthuis notified the public that there will be a Highland Ranch HOA meeting presentation on February 21, 2024 at 6:00 PM at the Clermont City Center.

AGENDA CHANGES

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

Item No. 13 - 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 27, 2024.

Council Member Gonzalez moved to table item 9, Variance Request, Wendy's at John's Lake Landing to February 27, 2024; seconded by Council Member Myers. Passed unanimously 3-0 with all members present voicing aye.

City Manager Bulthuis informed the Council the next three (3) items has been requested to table to February 27, 2024.

Item No. 14 – Ordinance No. 2023-029, *Waterbrooke Phase 7 Annexation*

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

City Clerk Howe read the title aloud.

Council Member Gonzalez moved to table item 14, Ordinance No. 2023-029, Waterbrooke Phase 7 Annexation to February 27, 2024; Seconded by Council Member Myers. Passed unanimously 3-0 with all members present voicing aye.

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Item No. 15 – Ordinance No. 2023-030, *Waterbrooke Phase 7 SSCPA*

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

City Clerk Howe read the title aloud.

Council Member Gonzalez moved to table item 15, Ordinance No. 2023-030, Waterbrooke Phase 7 SSCPA to February 27, 2024; seconded by Council Member Myers. Passed unanimously 3-0 with all members present voicing aye.

Item No. 16 – Ordinance No. 2023-031, *Waterbrooke Phase 7 Rezoning*

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

City Clerk Howe read the title aloud.

Council Member Gonzalez moved to table item 16, Ordinance No. 2023-031, Waterbrooke Phase 7 Rezoning to February 27, 2024; seconded by Council Member Myers. Passed unanimously 3-0 with all members present voicing aye.

REPORTS

CITY MANAGER REPORT

City Manager Bulthuis –

- Tuesday, February 20 Workshop in Council Chambers regarding the 8th Street dock project.
- Wednesday, February 21 Highland Ranch HOA Meeting presentation at the Clermont City Center.
- Thursday, February 22 Comprehensive Plan Community Meeting at the Clermont City Center to provide input on the Comprehensive Plan.
- Reviewed upcoming events: Movies Under the Stars, Wine Stroll, Brews & BBQ and the Honor the Fallen 5K.

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CITY ATTORNEY REPORT

City Attorney Mantzaris –

- Reminded Council about the annual ethics training. Last year was a live presentation so they can listen to the audio individually this year. This needs to be completed by July 1.
- Monitoring Legislative Session.

CITY COUNCIL REPORT

Council Member Gonzalez –

- Went to the legislative session in Tallahassee.
- Attended events around the City. Camp out at Waterfront Park, Ribbon Cutting at Salt Shack, grand opening at Orlando Health, Lights and Ladders and the first inaugural Elected Officials Habitat for Humanity gathering.
- Recognized Black History month.

Council Member Myers –

- Recognized Black History Month and highlighted Shirley Jackson.
- Provided an update on the legislative bills she spoke on last meeting, HJR7115 as well as HB 173.
- Recognized the Public Works department.

Mayor Murry –

- February 20 Workshop is in the council chambers at 6:30pm.
- Mayor's luncheon last Tuesday went well.
- Went to Tallahassee and requested funding.
- Attended the South Lake Hospital expansion opening.
- The city broke ground on the parking lot next to the Salt Shack.
- Citizens Academy starts in March.
- Asked staff to make arrangements to see what we can do to help the homeless community.

City Manager Bulthuis stated that staff is waiting on the count from the Homeless Coalition. .

Police Chief Broadway explained that the Homeless Coalition does a count of all homeless people in our area and provides a report which staff is waiting on.

City Manager Bulthuis notified everyone that FDOT will begin resurfacing both sides of US 27 from Cluster Oak Drive to Lake Louisa Road. Paving will be done at night Sunday to Thursday from 7pm to 6am beginning February 18. This project will last one to two years.

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

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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.

Item No. 6 – Piggyback Purchase and Budget Amendment

Garbage Trucks

Consider approval from the Florida Sheriff's Assn contract FSA23-VEH21.0 with Container Systems & Equipment Company, Inc. for 2 refuse 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.

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Council Member Gonzalez moved to approve Consent Agenda Items 1-12 as presented; seconded by Council Member Myers. Passed unanimously 3-0 with all members present voicing aye.

UNFINISHED BUSINESS

Item No. 13 – This item was addressed earlier in the meeting and tabled to the February 27, 2024 meeting.

Item No. 14 – This item was addressed earlier in the meeting and tabled to the February 27, 2024 meeting.

Item No. 15 – This item was addressed earlier in the meeting and tabled to the February 27, 2024 meeting.

Item No. 16 – This item was addressed earlier in the meeting and tabled to the February 27, 2024 meeting.

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

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

City Clerk Howe read the title aloud.

Development Services Planner Kruse presented the request for a Conditional Use Permit. This agenda item was tabled from the January 9 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. The applicant is still proposing the 16 food trucks. Since the Land Development Code does not identify the requested use as a permitted use, this type of use can only be considered through a conditional use permit. Staff has reviewed the revised conceptual site plan and according to the parking ratio of 5 per 1,000 square feet of event space, as based upon the Planning and Zoning recommendation and the City of Orlando's guidelines, the applicant meets the minimum requirement of 80 parking spaces. Staff recommends approval of Resolution 2024-002R.

The applicant, Nicoletta Buonaccordo, was present. After the last Council Meeting they have worked with staff on the best way to present this project. There is an open area to play and they have removed the stage.

Mayor Murry opened the public hearing.

Vincent Niemiec, Regency Hills – expressed concern about the request.

Harvey Rosenberg, 300 E. Hwy 50 – spoke in favor of the project and feels it brings diversity to the community.

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Mayor Murry closed the public hearing.

Council Member Gonzalez asked staff if the city has any code to address food trucks. Development Services Planner Kruse stated there is no direct code related to food trucks, it is governed under conditional uses.

Mayor Murry stated that he would be in support of the project if they would reduce the number of food trucks to 12 from 16 to add additional green space.

Council Member Myers agreed that the number of trucks needs to be reduced, it is a tight area for that many trucks.

Ms. Buonaccordo stated that they can be flexible with the project.

Council Member Gonzalez stated that he is not in support of the project without a city ordinance.

City Attorney Mantzaris clarified this is the normal process that other counties and cities follow in dealing with food trucks. Every property is unique and placement of a food truck on a property is based on simple factors and whether there is an existing business. The Conditional Use Permit process works best to manage and properly place a food truck.

Ms. Buonaccordo agreed to reduce the number of food trucks to 12.

City Manager Bulthuis informed Council that if they approve the project staff would recommend that all amenities: playground, grass area, bench area all be fully finished prior to the food trucks being placed.

Council Member Gonzalez moved to deny Item 17, Resolution No. 2024-002R Patio Food Truck CUP; seconded by Council Member Myers. Passed 2-1 with Mayor Murry opposing.

NEW BUSINESS

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

Development Services Planner Kruse presented the variance request. The applicant, Mark Graff, is requesting four (4) variances for the development of a new medical office and surgery center. The vacant 6 acre parcel is located on the south side of State Road 50 and north of Hooks Street. 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.

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 SR 50 instead of the 20-foot buffer and (2) To allow for a maximum retaining wall height of 12 feet instead of the 6-foot maximum height. The applicant is requesting these 2 variances again along with 2 additional variances: (3) To allow for up to 30 percent onsite compact parking spaces instead of the 10 percent requirement and (4) To allow for the maximum depth of the cut and fill grading to exceed the maximum 15-foot requirements for commercial development. 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 is in support of the 2 previous approved variances and is not in support of the 2 additional variances.

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Section 86-174 of the Land Development Code requires a positive finding on the review criteria in order to grant a variance. Staff has reviewed the application as submitted and finds the application does meet a positive finding on two of the five review criteria. Staff recommends approval of the previous approved variances identified as items 1 and 2 of this report and recommends denial of the requested variances referenced as number 3 and 4 of the staff report.

Applicant, Mark Graff is present. The project and the need for the cut and fill variance only being needed for approximately 13 percent of the site. There is an elevation change of 105 feet from one end to the other of the property. The adjacent property has the same variance for the cut and fill so they are just trying to match the area.

The variance for the compact parking is to provide more parking. City code requires 125 parking spaces, there are 157 planned for this project. The project can do all 125 regular parking spaces, they are looking to add additional compact spaces above what is required.

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

Council Member Gonzalez asked staff to explain the recommendation of denial.

Development Services Planner Kruse explained that the third variance would go away if the applicant is stating that the compact spaces are above what is minimally required. The recommendation of denial on the fourth variance is to stay consistent with code, the variance has been considered for that area in the past. Staff allows the decision to be made by City Council.

Staff has requested this project have access between this and the adjacent property which would require the need of the retaining wall and grading.

City Manager Bulthuis clarified that based on the criteria and code staff will state denial. This project is in the best interest of the city in terms of matching the adjacent properties and the topographic issues.

Council Member Gonzalez moved to approve Item No. 18, Variance Request, Medical Office Building and Ambulatory Surgical Center; seconded by Council Member Myers. Passed unanimously 3-0 with all members present voicing aye.

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

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.

City Clerk Howe read the title aloud.

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Development Services Planner Kruse presented the item. 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, requires a Conditional Use Permit for any automotive services business in the C-1 zoning district.

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.

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

The architect for the project, Dan Hunter, was present along with the applicant. The applicant has an existing facility in Winter Garden and are looking to expand their business into Clermont. The building is in need of a remodel.

Mayor Murry opened the public hearing.

Vincent Niemiec, Regency Hills – spoke in support of the project.

Harvey Rosenberg, 300 E. Hwy 50 – spoke in support of the project.

Paul Gaynor, 6401 Metz Rd. – spoke in support of the project.

Mayor Murry closed the public hearing.

Mayor Murry stated that this will be an improvement and he welcomes the new business.

Council Member Gonzalez moved to approve Resolution 2024-003R, JSI European Auto Repair CUP; seconded by Council Member Myers. Passed unanimously 3-0 with all members present voicing aye.

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

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.

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City Clerk Howe read the title aloud.

Council Member Gonzalez moved to introduce Ordinance No. 2024-009, Hooks Street Self-Storage Facility Annexation; seconded by Council Member Myers. Passed unanimously 3-0 with all members present voicing aye.

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

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

City Clerk Howe read the title aloud.

Council Member Myers moved to introduce Ordinance No. 2024-010, Hooks Street Self-Storage Facility SSCPA; seconded by Council Member Gonzalez. Passed unanimously 3-0 with all members present voicing aye.

Item No. 22 – Ordinance No. 2024-011, Hooks Street Self-Storage Facility Rezoning

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

City Clerk Howe read the title aloud.

Council Member Myers moved to introduce Ordinance No. 2024-011, Hooks Street Self-Storage Facility Rezoning; seconded by Council Member Gonzalez. Passed unanimously 3-0 with all members present voicing aye.

City of Clermont
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Item No. 23 – Ordinance No. 2024-012, LDC Change – Section 125-527

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.

City Clerk Howe read the title aloud.

Council Member Myers moved to introduce Ordinance No. 2024-012, LDC Change – Section 125-527; seconded by Council Member Gonzalez. Passed unanimously 3-0 with all members present voicing aye.

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

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.

City Clerk Howe read the title aloud.

City Attorney Mantzaris informed Council since this item is a transmittal it requires a staff presentation.

Development Services Planner Kruse presented the item. 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.

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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.

Staff is recommending the maximum density to be reduced and the program requirements eliminated due to the lack of projects using the Workforce Housing initiative and limited projects seeking the density bonus. This is also in conjunction with the recent legislative changes of the adoption of Senate Bill 102, also known as “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. Staff recommends transmittal of Ordinance 2024-013. The Planning and Zoning Commission recommended approval, 6-1.

Council Member Gonzalez moved to transmit Ordinance No. 2024-013, Comprehensive Plan Text Amendment – Density Intro/Transmittal; Seconded by Council Member Myers. The motion passed by roll call vote 3-0.

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

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.

City Clerk Howe read the title aloud.

Council Member Gonzalez moved to introduce Ordinance No. 2024-015, PKY Clermont MF Annex; seconded by Council Member Myers. The motion passed by roll call vote 3-0.

City of Clermont
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ADJOURN: With no further comments, this meeting adjourned at 8:41pm.

APPROVED:

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 27, 2024		
Agenda Item Name		
Bid Award <i>Fire Truck Equipment</i>		
Requested Action		
Requesting approval of bid award with Advance Emergency Services Training Inc. dba. AEST Fire & Safety, North American Fire Equipment Co.Inc. and Ten-8 Fire & Safety, LLC to purchase Firefighter equipment in the total amount of \$176,232.01.		
Staff Report		
The Procurement Services Department and the Fire Department recommend approval of the above action. The Fire Department contacted the Procurement Services Department to determine the most effective way to contract a company to provide firefighter equipment. The Procurement Services Department issued a Request for Bid (RFB) number 24-050 to acquire firefighter equipment. The RFB was competitively bid, formally advertised, and complies with the City of Clermont Procurement Policy and Procedures. There were three (3) responses to the RFB. Purchase of firefighting equipment to outfit reserve ladder 102 to meet ISO and NFPA requirements for a fully equipped aerial device. Funding to purchase the equipment being requested was approved during the budget process from the General and Infrastructure fund account numbers 10522-55201 and 12522-66401. The award recommendation was made on the lowest line item per price table to Advance Emergency Services Training Inc. dba. AEST Fire & Safety in the total amount of \$4,386.02, North American Fire Equipment Co. Inc. in the total amount of \$85,143.24 and Ten-8 Fire & Safety, LLC in the total amount of \$86,702.75, with a total combined price of \$176,232.01 to purchase the equipment. All companies complied with all terms, conditions, and specifications stated in the RFB.		
Additional Analysis		
Fiscal Impact Summary		
Funding for this bid award is allocated in the 2024 Fiscal Year budget		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$114,472.04	12522-66401 Infrastructure Capital	\$215,635.65
\$114,472.04	Equipment	\$215,635.65
	10522-55204 Minor Equipment	
Exhibits Attached (copies of original agreements)		
1. RFB 24-050 Notice of Intent to Award	RFB 24-050 Notice of Intent to Award.pdf	
2. RFB 24-050 Tabulation	RFB 24-050 Tabulation.xlsx	



NOTICE OF INTENT TO AWARD
RFB No. RFB 24-050
Purchase of Firefighter Equipment
RESPONSE DEADLINE: February 8, 2024 at 2:00 pm

Thursday, February 15, 2024

After the careful and thorough review of all responses received to solicitation number RFB 24-050 titled Purchase of Firefighter Equipment, the City hereby issues this Award Recommendation to the following companies:

AEST Fire and Safety Inc.	\$4,386.02
North America Fire Equipment Company, Inc.	\$85,143.24
Ten-8 Fire & Safety, LLC	\$86,702.75

Sincerely,

A handwritten signature in blue ink that reads 'Freddy Suarez'.

Freddy L. Suarez, MPA, CPPB
Procurement Services Director

				AEST Fire and Safety		North America Fire		Ten-8 Fire &
Line Item	Description	Quantity	UOM	Unit Cost	Total	Unit Cost	Total	Unit Cost

TABLE 1 - SCBA/ Airpack

1	G1 SCBA Configure Thermal Imaging Camera - G1 SCBA H-P Configure: Mfg. MSA	4	EA	No Bid	No Bid	No Bid	No Bid	\$10,032.75
2	Cylinder G1 LP RC, 4500PSIG, 45mins with quick connect Mfg. MSA	8	EA	No Bid	No Bid	No Bid	No Bid	\$1,417.50
3	G1 RIT System, 4500, FCPC, Reg, 6-ft Q-F, UEBSS. Less CYL Mfg. MSA	1	EA	No Bid	No Bid	No Bid	No Bid	\$5,635.50
4	L3 Lite-speed RIT Bag (RED) - Must accompany rit bag to be functional. Mfg. True North Gear	1	EA	No Bid	No Bid	No Bid	No Bid	\$316.04
5	Cylinder, G1 RC,4500PSIG, 60 mins with quick connect - must accompany rit bag to be functional. Mfg. MSA	2	EA	No Bid	No Bid	No Bid	No Bid	\$1,740.75

**LOWEST TOTAL PRICE BY LINE ITEM
TOTAL COMBINED**

				AEST Fire and Safety		North America Fire		Ten-8 Fire &
Line Item	Description	Quantity	UOM	Unit Cost	Total	Unit Cost	Total	Unit Cost

TABLE 2 -Hoses

6	15' 4inch Diameter Soft Suction Hose, Rubber Coated, Yellow - must have 4 inch Storz connections	4	EA	No Bid	No Bid	\$283.00	\$1,132.00	\$317.44
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7	50', 1 3/4" National Standard Thread (NST) BIG-10 FDNY Spec, Yellow, with NST couplings. Mfg. Key Hose	4	EA	No Bid	No Bid	\$198.80	\$795.20	\$192.38
8	10', 1 3/4" NST BIG-10 FDNY Spec, Yellow, with NST couplings. Mfg. Key Hose	1	EA	No Bid	No Bid	\$94.00	\$94.00	\$88.23
9	50', 1 3/4" NST BIG-10 FDNY Spec, Clear Coat, with NST Couplings. Mfg. Key Hose	4	EA	No Bid	No Bid	\$198.80	\$795.20	\$192.38
10	10', 1 3/4" NST BIG-10 FDNY Spec, Clear Coat, with NST Couplings. Mfg. Key Hose	1	EA	No Bid	No Bid	\$90.88	\$90.88	\$88.23
11	25', 4" Pro-flow LDH Supply, Yellow, W/ 4" Storz Couplings. Mfg. Key Hose	1	EA	No Bid	No Bid	\$354.72	\$354.72	\$364.63
12	10', 3" ECO-10 NST, Yellow, with 2.5" NST couplings. Mfg. Key Hose	1	EA	No Bid	No Bid	\$105.88	\$105.88	\$153.48
13	10', 1 3/4" NST BIG-10 FDNY Spec, Red. with NST Couplings. Mfg. Key Hose	1	EA	No Bid	No Bid	\$94.00	\$94.00	\$88.23
14	100', 4" Pro-Flow LDH Supply, Yellow, W/ 4" Storz. w/ 4 inch Storz Connections Mfg. Key Hose	10	EA	No Bid	No Bid	\$692.94	\$6,929.40	\$718.60
15	50', 3" ECO-10 NST, Clear Coat, with 2.5" NST Couplings. Mfg. Key Hose	8	EA	No Bid	No Bid	\$190.59	\$1,524.72	\$300.30
16	50', 2.5" Big-10 NST, Green, with 2.5" NST Couplings. Mfg. Key Hose	4	EA	No Bid	No Bid	\$228.89	\$915.56	\$228.35
17	10', 2.5" Big-10 NST, Green, with 2.5" NST Couplings. Mfg. Key Hose	1	EA	No Bid	No Bid	\$98.31	\$98.31	\$97.62

18	50', 3" ECO-10 NST, Blue, with 2.5" NST Couplings. Mfg. Key Hose	4	EA	No Bid	No Bid	\$292.95	\$1,171.80	\$300.30
19	100', 2" Big-10 NST 1.75" Couplings, Orange. Mfg. Key Hose	1	EA	No Bid	No Bid	\$299.41	\$299.41	\$340.55
20	50', 2" Big-10 NST 1.75" Couplings, Orange. Mfg. Key Hose	1	EA	No Bid	No Bid	\$174.31	\$174.31	\$174.70
21	100', 1.75" Big-10 NST, 1.75" Couplings, Black. Mfg. Key Hose	1	EA	No Bid	No Bid	\$319.35	\$319.35	\$300.91
LOWEST TOTAL PRICE BY LINE ITEM							\$ 11,692.24	
TOTAL COMBINED								\$ 14,807.90

				AEST Fire and Safety		North America Fire		Ten-8 Fire &
Line Item	Description	Quantity	UOM	Unit Cost	Total	Unit Cost	Total	Unit Cost
TABLE 3 - Extrication Equipment								
22	Holmatro Pentheon Cutter, PCU50, D-Stock	2	EA	No Bid	No Bid	\$13,182.00	\$26,364.00	No Bid
23	Holmatro Pentheon Spreader, PSP40, D-Stock	2	EA	No Bid	No Bid	\$13,602.00	\$27,204.00	No Bid
24	Holmatro Pentheon Battery PBPA287, D-stock	8	EA	No Bid	No Bid	\$903.00	\$7,224.00	No Bid
25	Holmatro Pentheon Charger Battery, AC, PBCH2, D-stock	4	EA	No Bid	No Bid	\$598.00	\$2,392.00	No Bid
26	PlastixPlus Holmatro PCU50 Horizontal Bracket	2	EA	\$240.00	\$480.00	\$275.00	\$550.00	No Bid
27	PlastixPlus Holmatro PSP40 Horizontal Bracket	2	EA	\$240.00	\$480.00	\$275.00	\$550.00	No Bid
LOWEST TOTAL PRICE BY LINE ITEM							\$ 64,284.00	
TOTAL COMBINED							\$ 64,284.00	

				AEST Fire and Safety		North America Fire		Ten-8 Fire &
Line Item	Description	Quantity	UOM	Unit Cost	Total	Unit Cost	Total	Unit Cost
TABLE 4 - Ground Ladders								
28	16' Duo-Safety Series 875-A Roof Ladder - Aluminum roof ladder, solid channel rail	2	EA	No Bid	No Bid	\$842.00	\$1,684.00	\$472.44
29	24' Duo-Safety Series 900-A 2-Section Extension Ladder - 3-1/4" channel rail	1	EA	No Bid	No Bid	\$1,279.00	\$1,279.00	\$852.13
30	35' Duo-Safety Series 1225-A 3-Section Extension Ladder	1	EA	No Bid	No Bid	\$2,108.00	\$2,108.00	\$1,426.83
31	10' Duo-Safety Series 585-A Aluminum Attic Ladder	1	EA	No Bid	No Bid	\$520.00	\$520.00	\$308.54
LOWEST TOTAL PRICE BY LINE ITEM								
TOTAL COMBINED								

				AEST Fire and Safety		North America Fire		Ten-8 Fire &
Line Item	Description	Quantity	UOM	Unit Cost	Total	Unit Cost	Total	Unit Cost
TABLE 5 - Nozzles and Appliances								
32	Revolution Intake Valve Style 7982/83, 4" Storz Inlet. - Revolution intake 4 STZX 6 NH LH F Mfg. Akron Brass	1	EA	No Bid	No Bid	\$2,149.00	\$2,149.00	\$1,811.95

33	Style 15 Hydrant and Spanner Wrench -Length: 19 1/2", weight: 5 lbs, Adjustable to 1 3/4" pentagon or 1 1/4" square nut, Plated for corrosion resistance, Designed to prevent hydrant nut damage, Spanner fits 2 1/2" to 4 1/2" rocker lug or pin lug couplings, Replaceable brass inserts (Part# 104718). Mfg. Akron Brass	3	EA	No Bid	No Bid	\$87.00	\$261.00	\$26.30
34	Universal Spanner Wrench Style 10, length: 11 1/2", weight: 8 oz Mfg. Akron Brass	8	EA	No Bid	No Bid	\$39.85	\$318.80	\$32.54
35	Jumbo Spanner Wrench (Storz) A3090. Mfg. Task Force Tips	8	EA	No Bid	No Bid	\$47.00	\$376.00	\$33.54
36	Gated Siamese 2.5" Female NST to 4" Storz. Mfg. Task Force Tips	1	EA	No Bid	No Bid	\$1,916.00	\$1,916.00	\$1,598.78
37	Gated Wye 2.5" NST to 1.5" NST. Mfg. Elkhart Brass	2	EA	\$376.00	\$752.00	\$358.83	\$717.66	\$320.91
38	4" Storz to 4.5" NST Hydrant Adapter. Mfg. Akron or Elkhart	2	EA	\$255.00	\$510.00	\$179.81	\$359.62	\$245.12
39	5" Storz to 4" Storz Reducer. Mfg. Akron or Elkhart	1	EA	\$287.00	\$287.00	\$246.98	\$246.98	\$338.41
40	4" Storz to 2.5" NST Female Elbow Reducer. Mfg. Akron or Elkhart	1	EA	\$230.00	\$230.00	\$168.00	\$168.00	\$273.17
41	4" Storz to 2.5" NST Male Reducer. Mfg. Akron or Elkhart	1	EA	\$152.00	\$152.00	\$147.00	\$147.00	\$156.71
42	2.5" NST Double Females. Mfg. Akron or Elkhart	2	EA	\$164.00	\$328.00	\$84.14	\$168.28	\$57.51
43	2.5" NST Double Males. Mfg. Akron or Elkhart	2	EA	\$84.00	\$168.00	\$42.69	\$85.38	\$44.59

44	2.5" NST Female to 1.5" NST Male Reducers. Mfg. Akron or Elkhart	2	EA	\$204.00	\$408.00	\$42.66	\$85.32	\$50.91
45	1.5" NST Female to 1" NST Male Reducer. Mfg. Akron or Elkhart	1	EA	\$55.00	\$55.00	\$41.80	\$41.80	\$47.55
46	1" NST Female to GH NST Male Reducer. Mfg. Akron or Elkhart	1	EA	\$45.00	\$45.00	\$26.28	\$26.28	\$43.60
47	Smoothbore Tip: 1.5" Blitzfire. Mfg. Task Force Tips	1	EA	No Bid	No Bid	\$469.00	\$469.00	\$364.02
48	Smoothbore Tip: 1.25" Blitzfire. Mfg. Task Force Tips	1	EA	No Bid	No Bid	\$469.00	\$469.00	\$364.02
49	Smoothbore Tip: 1" Blitzfire. Mfg. Task Force Tips	1	EA	No Bid	No Bid	\$469.00	\$469.00	\$364.02
50	Smoothbore Tip: 15/16". Mfg. Akron or Elkhart	1	EA	\$150.00	\$150.00	\$149.31	\$149.31	\$159.30
51	Smoothbore Tip: 1/2". Mfg. Akron or Elkhart	1	EA	\$150.00	\$150.00	\$149.31	\$149.31	\$127.44
52	2.5" Playpipe with SB Tips: 1.25" - 1-1/8" - 1". Mfg. Akron or Elkhart	1	EA	\$1,499.00	\$1,499.00	\$1,119.31	\$1,119.31	\$1,204.30
53	1.5" Breakaway Fog Nozzle: 150-gpm. Mfg. Akron	1	EA	No Bid	No Bid	\$926.00	\$926.00	\$433.29
54	Inline Foam Eductor 1.5" NST Couplings. Mfg. Akron, Elkhart, or Task Force Tips	1	EA	\$899.00	\$899.00	\$994.00	\$994.00	\$1,548.39
55	Manifold 4" Storz to 2.5" Male NST. Mfg. Task Force Tips	1	EA	No Bid	No Bid	\$3,764.00	\$3,764.00	\$1,758.54
56	AFFF Foam Wrench, Purple	1	EA	No Bid	No Bid	\$27.50	\$27.50	\$21.43
57	Sprinkler Stop Valve	1	EA	No Bid	No Bid	\$28.96	\$28.96	\$21.94
58	Gate Valve 2.5" NST Model 2285. Mfg. Akron	2	EA	No Bid	No Bid	\$777.10	\$1,554.20	\$654.10
59	Hydrant Bag 441YI	1	EA	\$60.00	\$60.00	\$51.11	\$51.11	\$44.94

60	2.5" Breakaway Fog Nozzle, 250 GPM 75PSI, Blue Handle. Mfg. Task Force Tips	1	EA	No Bid	No Bid	\$884.00	\$884.00	\$1,254.70
61	Blitzfire Monitor XX111A 2.5" F Swivel Rocker x 2.5"M.Mfg. Task Force Tips	1	EA	No Bid	No Bid	\$3,374.00	\$3,374.00	\$2,770.73
62	Blitzfire Monitor Fog Nozzle. Mfg. Task Force Tips	1	EA	No Bid	No Bid	\$1,069.00	\$1,069.00	\$878.05
63	Blitzfire Anchor Strap. Mfg. Task Force Tips	1	EA	No Bid	No Bid	\$214.00	\$214.00	\$66.59
64	Metro Fog 185 GPM Nozzle with Pistol Grip (Metro 2, 8620664). Mfg. Task Force Tips	1	EA	No Bid	No Bid	\$1,198.00	\$1,198.00	\$932.93
65	1.5" Selectable Gallonage Nozzle 30-200GPM FOG TurboJet. Mfg. Akron	1	EA	No Bid	No Bid	\$898.00	\$898.00	\$574.44
66	1.5" NST breakaway Fog 150 GPM 75 PSI, Yellow. Mfg. Akron, Elkhart, Task Force Tips	1	EA	\$589.00	\$589.00	\$769.00	\$769.00	\$922.20
67	1.5" NST breakaway Fog 150 GPM 75 PSI, White. Mfg. Akron, Elkhart, Task Force Tips	1	EA	\$589.00	\$589.00	\$769.00	\$769.00	\$922.20
68	1.5" SB 15/16" 185 GPM Nozzle. Mfg. Elkhart Brass	1	EA	\$559.00	\$559.00	\$148.00	\$148.00	\$159.30
LOWEST TOTAL PRICE BY LINE ITEM					\$2,077.00	\$ 3,461.00		
TOTAL COMBINED					\$2,077.00	\$ 20,343.69		

				AEST Fire and Safety		North America Fire		Ten-8 Fire &
Line Item	Description	Quantity	UOM	Unit Cost	Total	Unit Cost	Total	Unit Cost
TABLE 6 - Gas Powered Tools								

69	Stihl MS 462 R C-M Rescue 20" Bar with Depth Limiter. Mfg. Stihl	1	EA	No Bid	No Bid	\$2,098.00	\$2,098.00	\$1,936.25
70	Stihl TS 800 Cutquick. Mfg. Stihl	1	EA	No Bid	No Bid	\$1,568.00	\$1,568.00	\$2,287.49
71	Chainsaw Mount Kit, Large. Mfg. Zico Zimatic	2	EA	No Bid	No Bid	\$235.00	\$470.00	\$196.21
72	One (1) Gallon DOT Approved Metal Gas Can. Mfg. Eagle/ZORO	2	EA	No Bid	No Bid	\$459.00	\$918.00	No Bid
73	Chainsaw Chaps Mfg. Stihl	2	EA	No Bid	No Bid	\$98.00	\$196.00	\$172.74
74	12" Circular Carbide Blade - Can be used with Stihl TS 800	1	EA	No Bid	No Bid	\$112.00	\$112.00	\$94.33
75	12" Circular Diamond Tip Blade - Can be used with Stihl TS 800	1	EA	No Bid	No Bid	\$188.00	\$188.00	\$162.50
76	12" Circular Composite Blade - Can be used with Stihl TS 800	1	EA	No Bid	No Bid	\$98.00	\$98.00	\$16.65
LOWEST TOTAL PRICE BY LINE ITEM							\$ 2,682.00	
TOTAL COMBINED								\$ 5,284.15

				AEST Fire and Safety		North America Fire		Ten-8 Fire &
Line Item	Description	Quantity	UOM	Unit Cost	Total	Unit Cost	Total	Unit Cost
TABLE 7 - Salvage Covers								
77	12' X 14' Salvage Cover 18 oz.- Red. Mfg. Husky Portable Containment	6	EA	\$145.00	\$870.00	\$202.00	\$1,212.00	\$146.22
LOWEST TOTAL PRICE BY LINE ITEM					\$870.00			
TOTAL COMBINED					\$870.00			

				AEST Fire and Safety		North America Fire		Ten-8 Fire &
Line Item	Description	Quantity	UOM	Unit Cost	Total	Unit Cost	Total	Unit Cost
TABLE 8 - Hand Tools/ Equipment								

78	Streamlight Survivor X, Orange with DC Chargers	4	EA	No Bid	No Bid	\$134.90	\$539.60	\$65.62
80	AFFF Foam Five (5) gallon pail- PSFAS Free	2	EA	\$170.00	\$340.00	\$169.00	\$338.00	\$236.38
81	FDC Hex Key	1	EA	No Bid	No Bid	\$36.00	\$36.00	No Bid
82	Emergency Lock Out Tag Out Kit - Lock Out Kit for Water, Gas and Electric	1	EA	No Bid	No Bid	\$365.00	\$365.00	No Bid
83	Low Profile LED Landing Zone Lights Kit- with Rechargeable Batteries	1	EA	\$675.00	\$675.00	\$639.00	\$639.00	No Bid
84	DOT Roadside Hazard Kit - Triangle markers	1	EA	No Bid	No Bid	\$39.00	\$39.00	No Bid
85	Emergency Elevator Keys Set	1	EA	\$215.00	\$215.00	\$279.00	\$279.00	\$226.83
86	NIOSH Pocket Guide to Chemical Hazards	1	EA	\$.01	\$.01	\$29.00	\$29.00	No Bid
87	ERG Book 2024 Edition	1	EA	\$.01	\$.01	\$11.00	\$11.00	No Bid
90	Come Along - 2 Ton Capacity	1	EA	\$276.00	\$276.00	\$114.00	\$114.00	\$339.56
91	Utility Rope - 11mm Static Kernmantle 75' length With Black Rope Bag	1	EA	\$160.00	\$160.00	\$210.00	\$210.00	\$359.74
92	K-Tool Kit- Complete Kit	1	EA	\$168.00	\$168.00	\$206.00	\$206.00	\$175.61
93	BigEasy GLO With Easy Wedge Lockout Tools Kits. Mfg. Steck Manufacturing	1	EA	No Bid	No Bid	\$112.00	\$112.00	\$62.20
94	BigEasy Lockout Tools Kits - Classic. Mfg. Steck Manufacturing	1	EA	No Bid	No Bid	\$43.75	\$43.75	\$30.73
96	Prybar 60"	2	EA	\$85.00	\$170.00	\$74.00	\$148.00	No Bid
97	Crowbar 30"	1	EA	\$75.00	\$75.00	\$69.00	\$69.00	No Bid
98	Pick Head Axe 8lbs - Fiberglass Handle. Mfg. Fire Hooks Unlimited	1	EA	\$139.00	\$139.00	\$168.00	\$168.00	\$131.71

99	Dynamic Trio - Irons, 8lbs Force Axe, 30in. Pro-Bar, Marry Strap. Mfg. Fire Hooks Unlimited	2	EA	\$349.00	\$698.00	\$424.00	\$848.00	\$351.22
100	Bolt Cutters 24" Mfg. Fire Hooks Unlimited	1	EA	\$92.00	\$92.00	\$98.00	\$98.00	\$80.49
101	Bolt Cutters 36" Mfg. Fire Hooks Unlimited	2	EA	\$110.00	\$220.00	\$129.00	\$258.00	\$98.05
102	8 ADZ Maul - 8-M28-B Mfg. Fire Hooks Unlimited	2	EA	\$99.00	\$198.00	\$386.00	\$772.00	\$336.59
103	Spade Shovel 60" fiberglass, composite or metal handle.	1	EA	\$74.00	\$74.00	\$84.00	\$84.00	\$37.87
104	Flat Shovel 60" fiberglass, composite or metal handle.	1	EA	\$74.00	\$74.00	\$84.00	\$84.00	\$38.09
105	24" Pushbroom with detachable 60" handle	2	EA	No Bid	No Bid	\$58.00	\$116.00	\$38.89
106	6' NY Roof Hook. Mfg. Fire Hooks Unlimited	2	EA	\$150.00	\$300.00	\$174.00	\$348.00	\$131.71
107	8' NY Roof Hook. Mfg. Fire Hooks Unlimited	2	EA	\$160.00	\$320.00	\$191.00	\$382.00	\$141.96
108	6' Plaster Hook. Mfg. Fire Hooks Unlimited	2	EA	\$150.00	\$300.00	\$184.00	\$368.00	\$139.02
109	3' Plaster Hook. Mfg. Fire Hooks Unlimited	1	EA	\$135.00	\$135.00	\$98.00	\$98.00	\$132.93
110	Streamlight Portable Scene Light II with 120V AC/12V DC and DC Charger and Power Cords	2	EA	No Bid	No Bid	\$589.00	\$1,178.00	\$638.20

LOWEST TOTAL PRICE BY LINE ITEM

\$ 1,439.02

\$ 3,024.00

TOTAL COMBINED

\$ 6,205.85

AEST Fire and Safety

North America Fire

Ten-8 Fire &

TOTAL FROM PRICE TABLES 1-8

\$ 4,386.02

\$ 85,143.24

TOTAL COMBINED

\$ 176,232.01

Safety, LLC
Total
\$40,131.00
\$11,340.00
\$5,635.50
\$316.04
\$3,481.50
\$ 60,904.04
\$ 60,904.04

Safety, LLC
Total
\$1,269.76

\$769.52
\$88.23
\$769.52
\$88.23
\$364.63
\$153.48
\$88.23
\$7,186.00
\$2,402.40
\$913.40
\$97.62

\$1,201.20
\$340.55
\$174.70
\$300.91
\$ 3,115.66

Safety, LLC
Total
No Bid
No Bid
No Bid
No Bid
No Bid
No Bid

Safety, LLC
Total
\$944.88
\$852.13
\$1,426.83
\$308.54
\$ 3,532.38
\$ 3,532.38

Safety, LLC
Total
\$1,811.95

\$78.90
\$260.32
\$268.32
\$1,598.78
\$641.82
\$490.24
\$338.41
\$273.17
\$156.71
\$115.02
\$89.18

\$101.82
\$47.55
\$43.60
\$364.02
\$364.02
\$364.02
\$159.30
\$127.44
\$1,204.30
\$433.29
\$1,548.39
\$1,758.54
\$21.43
\$21.94
\$1,308.20
\$44.94

\$1,254.70
\$2,770.73
\$878.05
\$66.59
\$932.93
\$574.44
\$922.20
\$922.20
\$159.30
\$ 14,805.69
Safety, LLC
Total

\$1,936.25
\$2,287.49
\$392.42
No Bid
\$345.48
\$94.33
\$162.50
\$16.65
\$ 2,602.15

Safety, LLC
Total
\$877.32

Safety, LLC
Total

\$262.48
\$472.76
No Bid
No Bid
No Bid
No Bid
\$226.83
No Bid
No Bid
\$339.56
\$359.74
\$175.61
\$62.20
\$30.73
No Bid
No Bid
\$131.71

\$702.44
\$80.49
\$196.10
\$673.18
\$37.87
\$38.09
\$77.78
\$263.42
\$283.92
\$278.04
\$132.93
\$1,276.40
\$ 1,742.83
Safety, LLC
\$ 86,702.75



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date	
Tuesday, February 27, 2024	
Agenda Item Name	
Term Contract Award <i>Employee Retirement Plan</i>	
Requested Action	
Requesting approval to award a term contract to Empower Retirement, LLC. to obtain defined contribution recordkeeper services for employee 401(a) and 457(b) retirement plans.	
Staff Report	
Currently, the City provides a 401(a) retirement plan for all general employees to which the City contributes 10% of the employee's annual salary, and the plan is administered by Voya Financial. In addition, the City provides all employees the choice to voluntarily contribute to a 457(b) retirement plan which is also administered by Voya Financial. The current contract with Voya Financial expires on June 2, 2024, and renewal options are exhausted. Therefore, the Human Resources Department contacted the Procurement Services Department to issue a new solicitation to obtain the services from a qualified recordkeeper company to administer both 401(a) and 457(b) retirement plans. The Procurement Services Department issued a Request for Proposal (RFP) number 24-039 on November 27, 2023, to establish a three-year term contract with optional three one-year renewals to provide retirement plan services to City employees. The services being rendered under the new agreement include, but are not limited to, the following: • Plan recordkeeping and plan administration; • Meeting all regulatory and compliance requirements; • Plan document maintenance, including summary plan description and required amendments; • Participant communication including statements, enrollment, and notices; • Comprehensive website for both participants and the City; • Custodial trustee services; • Conducting periodic employee educational sessions; • Plan sponsor support through a dedicated service team. The RFP solicitation was competitively bid, formally advertised, and complies with the City of Clermont Procurement Policy and Procedures. There were eight (8) responses to the solicitation. An employee committee consisting of employees from the City Manager's Office, Human Resources, Finance, Police, Fire, and Public Services reviewed the proposals, along with the city's investment advisor/consultant. The committee recommended approval of the above requested action. It is recommended that the City Council approve and execute a fixed unit price term contract with Empower Retirement, LLC to provide recordkeeper services for City employees' retirement plans. The initial term contract is for a three (3) year period with up to three (3) additional one (1) year renewal periods at the option of the City. There is no fiscal impact on the City. Recordkeeping fees are paid by the employees.	
Additional Analysis	
Fiscal Impact Summary	
There is no fiscal impact to the City. Recordkeeping fees are paid by the employees.	

Fiscal Impact		Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)			
1.	RFP 24-039 Response Tabulation	RFP 24-039 Response Tabulation.pdf	
2.	RFP 24-039 Evaluation Summary	RFP 24-039 Evaluation Summary.pdf	
3.	RFP 24-039 Phase 2 Presentation Scorecard Results	RFP 24-039 Phase 2 Presentation Scorecard Results.xlsx	



RESPONSE TABULATION

RFP 24-039, RECORDKEEPER PROVIDER FOR 401(A) AND 457(B) RETIREMENT PLANS
SOLICITATION DEADLINE: JANUARY 11, 2024 AT 2:00 P.M. (EST)

COMPANY NAME	
VALIC Retirement Services Company (VRSCO) d/b/a Corebridge Financial – Houston, TX	Empower Retirement, LLC. – Greenwood Village, CO
Life Insurance Company of Southwest d/b/a National Life Group – Addison, TX	Lincoln Retirement Services Company, LLC. d/b/a Lincoln Financial Group – Fort Wayne, IN
International City Management Association Retirement Corporation d/b/a Mission Square Retirement – Washington, DC	Nationwide Retirement Solutions, Inc. d/b/a Nationwide – Columbus, OH
PlanMember Securities Corporation d/b/a PlanMember Services – Carpinteria, CA	Voya Retirement Insurance and Annuity Company d/b/a Voya Financial – Windsor, CT



EVALUATION SUMMARY

RFP No. RFP 24-039

Recordkeeper Provider For 401(A) And 457(B) Retirement Plans

RESPONSE DEADLINE: January 11, 2024 at 2:00 pm

Report Generated: Monday, February 5, 2024

PHASE 1

EVALUATORS

Name	Title
Scott Borrer	Finance Director
Mitchel Brennan	City Consultant
Stoney Brunson	Public Services Director
Scott Davidoff	Deputy City Manager

Name	Title
David Ezell	Fire Chief
Nadine Ohlinger	Human Resources Director
Jason Sayre	Police Department Captain
Freddy Suarez	Procurement Services Director (non-voting member)

MEETING SUMMARY

The Evaluation Committee met on Monday, February 5, 2024, at 10:00 A.M. to receive the scoring of the proposals. The scoring of the proposals was done individually by each evaluator through OpenGov. At the time of the meeting, the Procurement Services Director provided the score summary to the committee and proceeded to review the scores and provide their comments. The Evaluation Committee agreed on inviting the top five firms who scored the highest to conduct presentations. Those firms are: Voya Financial, Lincoln Financial Group, Empower Retirement, Mission Square Retirement, and Nationwide. The presentations are scheduled for February 12, 2024, in person, at City Hall, Council Chambers, 1st Floor. The Procurement Director will be reaching out to the five firms to schedule the presentations and provide information for the meeting.



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

AGGREGATE SCORES SUMMARY

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5	Evaluator 6	Evaluator 7	Total Score (Max Score 100)
Voya Financial	75.5	79	72	86.5	91.5	67.5	97	81.29
Lincoln Financial Group	79	79	65	82	77	80.5	94	79.5
Empower Retirement	82.5	79	59	71	88	77	96.5	79
MissionSquare Retirement	79	84	51	74	78.5	78.5	96.5	77.36
Nationwide	69.5	81	54	79.5	80.5	78	94	76.64
Corebridge Financial	71.5	71	65.5	77	80	72	94.5	75.93
Life Insurance Company of the Southwest dba National Life Group	68	38	61	79.5	67.5	80.5	96.5	70.14
PlanMember Services Corporation	72.5	54	51	75.5	62.5	70	96	68.79



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

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Introduction Letter 0-10 Points 5 Points (5%)	License and Insurance Pass / Fail 5 Points (5%)	Company Background 0-10 Points 5 Points (5%)	Company Experience 0-10 Points 5 Points (5%)	Personnel Experience 0-10 Points 5 Points (5%)	Client Service and Quality Assurance 0-10 Points 5 Points (5%)	Recordkeeping System 0-10 Points 10 Points (10%)	Plan Administration 0-10 Points 10 Points (10%)	Conversion and Implementation 0-10 Points 10 Points (10%)
Voya Financial	8.4	100%	8.6	8.4	6.9	7.9	8.6	8.1	9.4
Lincoln Financial Group	7.9	85.7%	8.4	7.7	8.1	8.3	8.6	8.7	8.6
Empower Retirement	7.7	100%	8.9	8.7	6.7	7.9	7.6	7.9	8.7
MissionSquare Retirement	7.9	85.7%	8.3	8.6	6.6	7.7	7.7	8	8.1
Nationwide	8.1	100%	8.4	7.9	7.4	8.1	7.9	8.1	8.6
Corebridge Financial	7.3	85.7%	8.6	8.4	7.9	7.9	8.4	7.7	8.4
Life Insurance Company of the Southwest dba National Life Group	7.3	85.7%	8.7	6.9	7.7	7.6	7.3	7.1	7.1
PlanMember Services Corporation	6.6	57.1%	5.9	6.1	5.9	7.3	7.7	8	7.1



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

Vendor	Participant Communication and Education 0-10 Points 10 Points (10%)	Investments 0-10 Points 10 Points (10%)	Cost of Services 0-10 Points 10 Points (10%)	Business Location 0-5 Points 5 Points (5%)	Quality of Submittal 0-10 Points 5 Points (5%)	Total Score (Max Score 100)
Voya Financial	8.1	7.4	8.3	2	8.4	81.29
Lincoln Financial Group	7.7	7.7	7.6	1.7	8.9	79.5
Empower Retirement	8.1	7.1	8.6	2	8.1	79
MissionSquare Retirement	7.6	7.7	8.3	2	8.3	77.36
Nationwide	7.9	8	5.3	2	7.9	76.64
Corebridge Financial	8	7.3	7	2	5.6	75.93
Life Insurance Company of the Southwest dba National Life Group	7.3	6.6	5.9	2	7	70.14
PlanMember Services Corporation	7.7	7.6	6.4	2	7	68.79

EVALUATION SUMMARY

RFP No. RFP 24-039

Recordkeeper Provider For 401(A) And 457(B) Retirement Plans

EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
Introduction Letter	0-10 Points	5 (5% of Total)

Description:

The company's specialization, the location of the office that will be responsible for managing the project, and a brief summary of past experience.

Refer to the Response Format section for additional information.

Criteria	Scoring Method	Weight (Points)
License and Insurance	Pass / Fail	5 (5% of Total)

Description:

If NO license, insurance, W9, and the Vendor Information form are provided accordingly, the respondent will receive a zero and be disqualified.

- If license and insurance were provided accordingly = 5 pts.
- If no license and insurance were provided = 1 pt.

Criteria	Scoring Method	Weight (Points)
Company Background	0-10 Points	5 (5% of Total)

Description:

Company background and length of time in business.

Refer to the Response Format section for additional information.

Criteria	Scoring Method	Weight (Points)
Company Experience	0-10 Points	5 (5% of Total)

EVALUATION SUMMARY

RFP No. RFP 24-039

Recordkeeper Provider For 401(A) And 457(B) Retirement Plans

Description:

The company's years of experience in providing recordkeeping services. Company's most significant projects undertaken in the past five (5) years; limit to no more than ten (10).

Refer to the Response Format section for additional information.

Criteria	Scoring Method	Weight (Points)
Personnel Experience	0-10 Points	5 (5% of Total)

Description:

The project manager must have a minimum of five (5) years of experience operating in the same capacity and working on projects of similar scope and size. The project manager must be an employee of the respondent for the last two (2) years.

Refer to the Response Format section for additional information.

Criteria	Scoring Method	Weight (Points)
Client Service and Quality Assurance	0-10 Points	5 (5% of Total)

Description:

The number of employees dedicated to defined contribution and deferred compensation retirement plans. The company's commitment to quality and its approach to client service.

Refer to the Response Format section for additional information.

Criteria	Scoring Method	Weight (Points)
Recordkeeping System	0-10 Points	10 (10% of Total)

Description:

EVALUATION TABULATION

Request For Proposal - Recordkeeper Provider For 401(A) And 457(B) Retirement Plans

Page 6

EVALUATION SUMMARY

RFP No. RFP 24-039

Recordkeeper Provider For 401(A) And 457(B) Retirement Plans

Specify if the recordkeeping system is proprietary or from a third party.

Refer to the Response Format section for additional information.

Criteria	Scoring Method	Weight (Points)
Plan Administration	0-10 Points	10 (10% of Total)

Description:

Describe the plan sponsor website that would be available to the City. Provide a demo of the website with access information. Is the firm able to assist the City in ensuring that the following documents remain current and in legal compliance:

- A. Prototype plan document.
- B. Plan restatements.
- C. Plan amendment

Refer to the Response Format section for additional information.

Criteria	Scoring Method	Weight (Points)
Conversion and Implementation	0-10 Points	10 (10% of Total)

Description:

The proposed conversion process and conversion schedule.

Refer to the Response Format section for additional information.

Criteria	Scoring Method	Weight (Points)
Participant Communication and Education	0-10 Points	10 (10% of Total)

EVALUATION TABULATION

Request For Proposal - Recordkeeper Provider For 401(A) And 457(B) Retirement Plans

Page 7

EVALUATION SUMMARY

RFP No. RFP 24-039

Recordkeeper Provider For 401(A) And 457(B) Retirement Plans

Description:

The initial and ongoing communication and education programs available to the participants.

Refer to the Response Format section for additional information.

Criteria	Scoring Method	Weight (Points)
Investments	0-10 Points	10 (10% of Total)

Description:

Refer to the Response Format section for additional information.

Criteria	Scoring Method	Weight (Points)
Cost of Services	0-10 Points	10 (10% of Total)

Description:

The maximum number of points will be awarded to the lowest responsive overall price. All other respondents will receive points in this category weighted to how their cost fares against the lowest-cost proposal.

Refer to the Response Format section for additional information.

Criteria	Scoring Method	Weight (Points)
Business Location	0-5 Points	5 (5% of Total)

Description:

The physical location of the business. In order to receive points, the respondent main office must be located in Lake County for at least two (2) years.

- If the respondent is located in Lake County = 5 pts.

EVALUATION TABULATION

Request For Proposal - Recordkeeper Provider For 401(A) And 457(B) Retirement Plans

Page 8

EVALUATION SUMMARY

RFP No. RFP 24-039

Recordkeeper Provider For 401(A) And 457(B) Retirement Plans

- All other respondents = 2 pts.

Criteria	Scoring Method	Weight (Points)
Quality of Submittal	0-10 Points	5 (5% of Total)

Description:

Rate the clarity, conciseness, and compliance with the requirements of the solicitation.

EVALUATION TABULATION

Request For Proposal - Recordkeeper Provider For 401(A) And 457(B) Retirement Plans

Page 9

SCORECARD RESULTS

	Lincoln	Nationwide	MissionSqr.	Voya
Evaluator 1 Avg. Score	4.14	4.29	3.71	3.71
Evaluator 2 Avg. Score	3.43	4.29	1.71	0.71
Evaluator 3 Avg. Score	3.71	4.00	4.00	1.71
Evaluator 4 Avg. Score	2.71	3.57	2.14	0.86
Evaluator 5 Avg. Score	3.86	4.00	3.43	2.29
Evaluator 6 Avg. Score	2.14	3.29	1.71	10
Total Avg. Score Divided by the # of Evaluators	3.33	3.90	2.79	3.21
Ranking Order	3	1	5	4

MEETING SUMMARY

The Evaluation Committee met on Monday, February 12, 2024, at the City Hall Council Chambers to conduct pre top five companies that scored the highest in Phase 1 of the RFP. At the end of the presentations, each committee the presentations and ranked each firm based on the average score. The next step is to negotiate a contract with ranked company. If a contract cannot be negotiated with the number one ranked company, negotiations will discc Procurement Services Director will start contract negotiations with the number two-ranked company.

Empower
4.00
2.57
3.71
3.57
4.14
4.14
3.69
2

presentations with the
 the member scored
 the number one-
 continue, and the



PHASE 2 SCORECARD

Project Number and Title: RFP 24-039 Recordkeeper Provider for 401(a) and 457(b) Retirement Plans

Evaluator 1	Lincoln	Nationwide	MissionSqr.	Voya	Empower
Personnel	5	5	3	3	4
Record Keeping System	5	5	5	5	5
Service	5	5	4	4	5
Cost	4	5	5	5	5
Conversion	5	5	5	5	5
Overall Presentation	5	5	4	4	4
Total Number	29	30	26	26	28
Average Score	4.14	4.29	3.71	3.71	4.00
<u>Score each category from 1 to 5 with 1 being the lowest and 5 the highest.</u>					



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 27, 2024		
Agenda Item Name		
Piggyback Contract <i>Disaster Restoration Services</i>		
Requested Action		
Requesting approval to piggyback the OMNIA Partners term contract with Belfor USA Group, Inc. contract number R191601 to provide disaster and non-disaster restoration of operational services.		
Staff Report		
The Procurement Services Department and the Public Services Department recommend approval of the above action. At the request of the Public Services Department, the Procurement Services Department sought a contract from the OMNIA Partners term contract number R191601 with Belfor USA Group, Inc for disaster and non-disaster restoration of operational services. The OMNIA Partners contract was obtained through a fully competitive solicitation and complies with the City of Clermont Procurement Policy. The award includes an initial one (1) year term agreement with additional one (1) year renewals at the option of the City. Based on this, staff recommends that the City Council approve the piggyback of OMNIA Partners term contract number R191601. This contract will provide disaster and non-disaster restoration of operational services. The estimated value is \$50,000.00 for the initial term of the contract. The contract start date is February 28, 2024 The use of piggyback contracts is allowed under the Procurement Policy, Section E.9, and is a procurement best practice that takes advantage of competitive pricing on a contract formerly bid by another government agency. The Procurement Services Department has determined that the use of piggyback contracts is advantageous and in the City's best interest to reduce administrative time and expense while providing favorable pricing. Approval of this contract does not commit the City to purchases or require that the contract must be utilized. Purchases associated with piggyback contracts are budgeted by each department. The estimated annual value does not represent the budgeted amount by a department.		
Additional Analysis		
Fiscal Impact Summary		
Funding will be determined on a project-by-project basis and funded by the respective department.		
Department Code: 42535-54501		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$0.00	42535-54501 SELF –INSUR LIAB CLAIMS	\$0.00
Exhibits Attached (copies of original agreements)		
1. Bid Tab Summary	Bid Tab Summary.pdf	
2. BELFOR Contract	BELFOR Contract.pdf	



Bid Tab Summary

RFP #19-16 Disaster and Non-Disaster Restoration of Operational Services

Description	Total Weighted Value	AQUA ONE, LLC	BELFOR USA Group, Inc.
Products/Pricing	40	31	36
Performance Capability	30	25	26
Qualification and Experience	20	16	16
Value Add	10	3	7
Total	100	75	85

It is recommended that the following contract award be made:

Contract

Disaster and Non-Disaster Restoration of Operational Services

Award

BELFOR USA Group, Inc.

BMS CAT, LLC

Brown & Root Industrial Services, LLC

CORE Construction Services of Texas, Inc.

Cotton Commercial USA, Inc

DKI Restoration, LLC dba DKI Commercial Solutions, LLC

**RFP #19-16 Disaster and Non-Disaster
Restoration of Operational Services**

HARBRO, Inc.

Region 4 Education Service Center (ESC)

Contract # R191601

for

Disaster and Non-Disaster Restoration of Operational Services

with

BELFOR USA Group, Inc.

Effective: May 1, 2020

The following documents comprise the executed contract between the Region 4 Education Service Center and BELFOR USA Group, Inc., effective May 1, 2020:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP, incorporated by reference

APPENDIX A

CONTRACT

This Contract ("Contract") is made as of April 28, 2020 by and between Belfor USA Group, Inc. ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Disaster and Non-Disaster Restoration of Operational Services ("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R191601 for Disaster and Non-Disaster and Non-Disaster Restoration of Operational Services ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of agreement. The term of the Contract is for a period of two (2) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for three (3) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.
- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the Offeror's Proposal/response to the RFP, incorporated herein by reference as though fully set forth herein.
- 3) Purchasing Procedure:

- Purchasing orders are issued by participating governmental agencies to the awarded vendor indicating on the PO "Per Region 4 ESC Contract"
- 4) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s), and Appendix B Terms & Conditions Acceptance Form.
 - 5) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
 - i. This Contract
 - ii. Offeror's Best and Final Offer
 - iii. Offeror's proposal
 - iv. RFP and any addenda
 - 6) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
 - 7) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
 - 8) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
 - 9) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
 - 10) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
 - 11) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
 - 12) TERMINATION OF CONTRACT
 - a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
 - i. Providing material that does not meet the specifications of the Contract;
 - ii. Providing work or material was not awarded under the Contract;

- iii. Failing to adequately perform the services set forth in the scope of work and specifications;
- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other

party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

- 13) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 14) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 15) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 16) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 17) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and no later than 30 days upon receipt of a properly completed invoice.
- 18) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

- 19) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority

to conduct random audits of Contractor's pricing given to a Public Agency that is registered with Omnia Partners and that purchased Contractor's services pursuant to this Agreement at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered by Contractor to a Public Agency that is registered with OMNIA Partners and purchased Contractor's services under this Agreement that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's such pricing under that contract at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

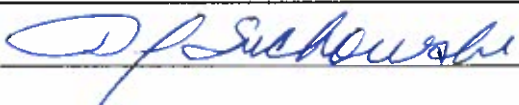
- 20) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 21) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 22) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 23) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 24) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 25) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 26) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

- 27) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 28) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 29) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 30) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 31) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 32) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 33) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 34) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name BELFOR USA Group, Inc.
Address 185 Oakland Avenue, Suite 150
City/State/Zip Birmingham, MI 48009
Telephone No. (248) 594-1144
Email Address paul.suchowski@us.belfor.com
Printed Name Paul Suchowski
Title Controller

Authorized signature 

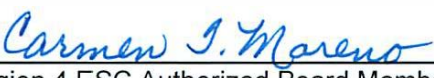
Accepted by Region 4 ESC:

Contract No. B191601

Initial Contract Term May 1, 2020 to April 30, 2022


Region 4 ESC Authorized Board Member
Margaret S. Bass
Print Name

4/28/2020
Date


Region 4 ESC Authorized Board Member
Carmen T. Moreno
Print Name

4/28/2020
Date

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

- ☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

- ☒ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.)

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's Use)
III., Section 22, p. 12	Formation of Contract	Proposed Modification: Add the following at the end of the first sentence: "subject to the exceptions set forth in the offer from the Offeror." Reason: BELFOR is submitting its offer with certain exceptions to some of the terms. BELFOR's bid is conditioned upon these exceptions.	Acceptable as incorporated in Appendix A, 4) Form of Contract
III., Section 26(h), p. 12 Revised to read: h. Upon agency request, Builders' Risk (Property) Required all individual job orders over \$100,00 - for the amount of the job order	Insurance, Builders' Risk	Proposed Modification: Delete Section 26(h) in its entirety. Reason: Builders' risk is something the property owner puts in place, not the contractor. It is done on a per job basis. Upon the agency's request, if mutually agreeable, BELFOR is willing to attempt to try to obtain a builders' risk policy but cannot guarantee one for every job.	Acceptable to read "upon agency request".
Appx A, p. 18	Purchasing Procedure	Proposed Modification: Add the following clause as a section regarding purchasing procedure: "Purchase orders issued by Participating Government Agencies to Contractor must indicate 'Per Omnia Contract' verbatim on the purchase order." Reason: This will help to eliminate any confusion or doubt as to whether the purchase order arose out of this contract.	Acceptable as incorporated in Appendix A, 3) Purchasing Procedure
Appx A, Section 16, p. 20	Payments	Proposed Modification: Add the words "no later than 30 days" before the word "upon".	Acceptable as incorporated in

		Reason: BELFOR requests a clear timeframe on when invoices will be paid.	
Appx A, Section 18, p. 20 Agreed to include updated Audit Right language incorporated in 19).	Audit	Proposed Modification: Delete the following from Section 18: "Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense." Reason: This provision is overly broad.	acceptable as revised #19
Exhibit A, Section 2.1, p. 50	Corporate Commitment	Proposed Modification: Delete the words "including any existing customers". Reason: BELFOR is happy to extend this contract to current clients upon their request.	OMNIA Partners and Belfor negotiated
Exhibit A, Section 2.2, p. 51	Pricing Commitment	Proposed Modification: Add the word "generally" before "its" and the words "for similar services under the same terms and conditions". Reason: This better clarifies the pricing warranty.	Exhibit A, Section 2.1, p.50 to Exhibit B, p. 59
Exhibit A, Section 3.3(B)(ii)&(viii), p. 53	Information on BELFOR's Website	Proposed Modification: Delete Exhibit A, Section 3.3(B)(ii) & (viii) in their entirety. Reason: Supplier treats its customers equally and cannot agree to appear to prioritize one or over the other in this manner.	
Exhibit A, Section M, p. 55	Response to Other RFPs	Proposed Modification: Delete Section M in its entirety. Reason: BELFOR will use reasonable efforts to market this contract, however, it will not pay a fee where it has to go through the competitive bidding process again outside of this agreement.	
Exhibit B, Section 10, p. 57	Marketing	Proposed Modification: Delete the following from Section 10: "Supplier shall require each Public Agency to register its participation in the OMNIA Partners, Public Sector program by either registering on the OMNIA Partners, Public Sector website (www.omniapartners.com/publicsector), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order." Reason: BELFOR will market the program to make agencies aware of its existence but it is up to the Agency to agree to join or to use the contract. Our focus is on responding to the clients at a time of need as our first priority.	
Exhibit B, Section 11, p. 58	Marketing	Proposed Modification: Delete the words "as set forth in the solicitation" and replace it with "when applicable as set forth in Supplier's response to the solicitation". Reason: BELFOR is capable of providing the marketing support as detailed in its bid.	
Exhibit B, Section 12, p. 58	Administrative Fee	Proposed Modifications: Add the following clause at the beginning of Section 12: "From time to time, a Participating Public Agency may purchase Supplier's services under the Master Agreement by: (i) executing a contract, purchase, or similar document agreed upon by both parties that authorizes Supplier to	10

		perform services; and (ii) such document states the "Per Omnia Contract" verbatim (herein referred to as a "Resulting Contract")." Further, add the following at the end of the first sentence " , provided Supplier has been paid in full for services performed in connection with a Resulting Contract no later than 120 days after the Participating Public Agencies receipt of Supplier's invoice." Reason: To ensure better clarity among all parties, BELFOR wants to make sure Omnia is referenced in the resulting contract or PO so we can timely pay Omnia's fee and to avoid any other conflicts or disputes. Additionally, if the client only pays us 70% of what we are due, we do not believe it is equitable for us to have to pay another 3% of that amount to Omnia.	
Exhibit B, Section 15, p. 59	Audit	Proposed Modification: Delete the following clause from Section 15: "together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners, Public Sector's costs and expenses related to such audit." Reason: BELFOR will, of course, make Omnia whole if it makes a mistake but will not bear the costs of an audit for that mistake. It intends to work closely with Omnia as a partner to make sure those discrepancies do not occur.	
Exhibit B, p. 59	Confidentiality	Proposed Modification: Add the following as a new term: "Except with respect to Public Agencies or Participating Public Agencies, for purposes of any third party requests, the parties shall treat this Contract and its terms as confidential." Reason: For any unrelated third parties, BELFOR wants to keep this Agreement confidential such that it would not need to disclose the terms to another third party that is not a public agency.	



Proposal
to
OMNIA Partners
Region 4 Education Service Center
RFP Number 19-16
Disaster and Non-Disaster Restoration of
Operational Services



Due Date: January 8, 2020

Corporate Headquarters
BELFOR USA Group, Inc.
185 Oakland Avenue, Suite 150
Birmingham, MI 48009
248-594-1144

Account Manager
Gary Alexander
Office: (631) 964-8900
Cell: (631) 478-7801
Email: gary.alexander@us.belfor.com

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name BELFOR USA Group, Inc.

Address 185 Oakland Avenue, Suite 150

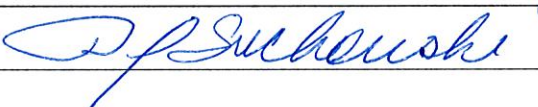
City/State/Zip Birmingham, MI 48009

Telephone No. (248) 594-1144

Email Address paul.suchowski@us.belfor.com

Printed Name Paul Suchowski

Title Controller

Authorized signature 

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term _____ to _____

Region 4 ESC Authorized Board Member

Date

Print Name

Region 4 ESC Authorized Board Member

Date

Print Name

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

- ☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

- ☒ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's Use)
III., Section 22, p. 12	Formation of Contract	Proposed Modification: Add the following at the end of the first sentence: "subject to the exceptions set forth in the offer from the Offeror." Reason: BELFOR is submitting its offer with certain exceptions to some of the terms. BELFOR's bid is conditioned upon these exceptions.	
III., Section 26(h), p. 12	Insurance, Builders' Risk	Proposed Modification: Delete Section 26(h) in its entirety. Reason: Builders' risk is something the property owner puts in place, not the contractor. It is done on a per job basis. Upon the agency's request, if mutually agreeable, BELFOR is willing to attempt to try to obtain a builders' risk policy but cannot guarantee one for every job.	
Appx A, p. 18	Purchasing Procedure	Proposed Modification: Add the following clause as a section regarding purchasing procedure: "Purchase orders issued by Participating Government Agencies to Contractor must indicate 'Per Omnia Contract' verbatim on the purchase order." Reason: This will help to eliminate any confusion or doubt as to whether the purchase order arose out of this contract.	
Appx A, Section 16, p. 20	Payments	Proposed Modification: Add the words "no later than 30 days" before the word "upon".	9

		Reason: BELFOR requests a clear timeframe on when invoices will be paid.	
Appx A, Section 18, p. 20	Audit	Proposed Modification: Delete the following from Section 18: "Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense." Reason: This provision is overly broad.	
Exhibit A, Section 2.1, p. 50	Corporate Commitment	Proposed Modification: Delete the words "including any existing customers". Reason: BELFOR is happy to extend this contract to current clients upon their request.	
Exhibit A, Section 2.2, p. 51	Pricing Commitment	Proposed Modification: Add the word "generally" before "its" and the words "for similar services under the same terms and conditions". Reason: This better clarifies the pricing warranty.	
Exhibit A, Section 3.3(B)(ii)&(viii), p. 53	Information on BELFOR's Website	Proposed Modification: Delete Exhibit A, Section 3.3(B)(ii) & (viii) in their entirety. Reason: Supplier treats its customers equally and cannot agree to appear to prioritize one or over the other in this manner.	
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Exhibit B, Section 10, p. 57	Marketing	Proposed Modification: Delete the following from Section 10: "Supplier shall require each Public Agency to register its participation in the OMNIA Partners, Public Sector program by either registering on the OMNIA Partners, Public Sector website (www.omniapartners.com/publicsector), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order." Reason: BELFOR will market the program to make agencies aware of its existence but it is up to the Agency to agree to join or to use the contract. Our focus is on responding to the clients at a time of need as our first priority.	
Exhibit B, Section 11, p. 58	Marketing	Proposed Modification: Delete the words "as set forth in the solicitation" and replace it with "when applicable as set forth in Supplier's response to the solicitation". Reason: BELFOR is capable of providing the marketing support as detailed in its bid.	
Exhibit B, Section 12, p. 58	Administrative Fee	Proposed Modifications: Add the following clause at the beginning of Section 12: "From time to time, a Participating Public Agency may purchase Supplier's services under the Master Agreement by: (i) executing a contract, purchase, or similar document agreed upon by both parties that authorizes Supplier to	10

		perform services; and (ii) such document states the "Per Omnia Contract" verbatim (herein referred to as a "Resulting Contract")." Further, add the following at the end of the first sentence ", provided Supplier has been paid in full for services performed in connection with a Resulting Contract no later than 120 days after the Participating Public Agencies receipt of Supplier's invoice." Reason: To ensure better clarity among all parties, BELFOR wants to make sure Omnia is referenced in the resulting contract or PO so we can timely pay Omnia's fee and to avoid any other conflicts or disputes. Additionally, if the client only pays us 70% of what we are due, we do not believe it is equitable for us to have to pay another 3% of that amount to Omnia.	
Exhibit B, Section 15, p. 59	Audit	Proposed Modification: Delete the following clause from Section 15: "together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners, Public Sector's costs and expenses related to such audit." Reason: BELFOR will, of course, make Omnia whole if it makes a mistake but will not bear the costs of an audit for that mistake. It intends to work closely with Omnia as a partner to make sure those discrepancies do not occur.	
Exhibit B, p. 59	Confidentiality	Proposed Modification: Add the following as a new term: "Except with respect to Public Agencies or Participating Public Agencies, for purposes of any third party requests, the parties shall treat this Contract and its terms as confidential." Reason: For any unrelated third parties, BELFOR wants to keep this Agreement confidential such that it would not need to disclose the terms to another third party that is not a public agency.	

TAB 2

PRODUCTS/SERVICES/PRICING

a) Products/Services/Pricing

- i. Offerors shall indicate which items, as outlined under Scope of Products and Services, can be provided.

BELFOR is a property restoration company as well as a General Contracting firm, providing a comprehensive list of services that can take a project from emergency response through total reconstruction. We also provide general construction services not related to a peril.

We are able to provide all services as listed in the Scope of Products/Services, utilizing subcontractors in a few areas as outlined below.

For Environmental Services (with the exception of Mold Remediation which we perform in-house), a full service environmental firm would be brought in to handle other forms of hazardous materials remediation. This may include our sister company, BELFOR Environmental Services, if located close to the loss. All BELFOR offices maintain relationships with local pre-qualified environmental services companies with whom they work on a regular basis.

For Industrial Hygienist Services (with the exception of HVAC System Cleaning which we perform in-house), BELFOR teams typically perform work according to the protocol established by the third-party Industrial Hygienist. Although we are happy to provide referrals, we recommend that an IH firm be chosen directly by the client so that we can maintain an arms-length relationship. Besides setting the protocol for the project, they also perform a clearance test when complete to assure that project goals have been successfully achieved.

- ii. Due to the scope, Offerors should provide specific details about the services and products offered in their proposal.

- Monitoring damaged structures
- Moisture reading
- Water cleanup and drying

 BELFOR protocols and procedures are based on the IICRC S500, Standard and Reference Guide for Professional Water Damage Restoration. Our trained personnel can respond and mitigate moisture in any type of facility, from residential to commercial, school, high rise to hospital or manufacturing facility.

 Proper water damage restoration involves moving and securing contents, extracting excess physical water, identifying affected structural materials (walls, floors, ceilings) using moisture sensing/detection equipment, establishing target drying goals and installing necessary drying equipment.

 Done correctly, structural drying is a science that weighs all pertinent variables, establishes goals and determines how best to recognize and document goal-attainment. BELFOR utilizes the most sophisticated dehumidification and monitoring equipment in the industry, along with highly-trained personnel to provide effective results and eliminate environmental concerns. Structural drying is very site-specific and one size never fits all.

- Removing standing water from the environment to stabilize conditions is an immediate goal upon arrival at a disaster scene. BELFOR teams are trained and highly adept at tracking hidden moisture to avoid long-term, undetected water damage problems and mold issues. Infrared cameras help ensure effective moisture detection.
- Daily inspections are performed to assure drying efficiency. BELFOR maintains drying logs throughout the project to monitor moisture content and psychrometric conditions. No drying is complete until Equilibrium Moisture Content is attained. BELFOR also provides photo documentation of every project.
- BELFOR owns the largest fleet of dehumidification equipment the USA. Beyond the extensive inventory warehoused in our 150 locations around North America, fifty (50) mobile warehouses of auxiliary equipment are available for dispatch anywhere around the country. Each holds over 200 additional pieces of drying equipment.
- For additional equipment, BELFOR retains strong partnership with several national equipment and supply companies, including Lowe's, Sunbelt and Aggreko. Our agreement with Aggreko - the largest supplier of dehumidifiers, power generation and temporary temperature control equipment in the world – gives us immediate access to a large arsenal of additional equipment and specialty equipment.

Flood & Category 3 Water Losses

- Flood water is considered a Category 3 water loss and, due to the health and safety concerns for occupants, require additional steps during restoration. These steps include: identifying structural components that need to be removed and disposed, setting critical barriers to prevent cross contamination and installing HEPA filtered air scrubbers to clean ambient air and applying sanitizing chemicals.
- In Category 3 water losses, porous items are not salvageable. However, semi-porous items of value are analyzed further to determine restorability. Every situation and client is different, so this is determined on a case by case basis.
 - Smoke and odor removal
- After a fire incident, an effective emergency response to mitigate damage and keep restoration options open is crucial to maintaining business continuity. BELFOR teams will help secure the property, quickly stabilize the facility by ventilating smoke and controlling ambient conditions, and recover and protect as many assets as possible.
- Trained technicians move quickly to determine the proper and most cost-effective cleaning processes. Corrosion control is performed to retain restoration options for electronics and equipment.

- All necessary services, including temporary board-up, duct cleaning, structure cleaning & deodorization, content cleaning & deodorization and reconstruction can be performed using BELFOR-owned companies. BELFOR warehouses a large amount of HEPA filtered air scrubbers, which can be used for cleaning of ambient air to make the structures acceptable for occupancy.

Smoke damage

- Fire clean-ups can be complex. The scope of clean-up is broken into two segments: structure and contents. The determining factors in developing the proper type of cleaning for each depends on the type of soot (dry or wet), the level of heat (defined by the heat line) and the affected surfaces or items.
 - In most cases, proper cleaning is a combination of dry and wet methods. Dry consists of air-washing, HEPA vacuuming or dry-sponging. Wet consists of washing with a specific cleaning and deodorizing product. Due to the acidic nature of soot, cleaning products used in fire restoration have a high pH to neutralize its corrosive effect.
 - Often the cleaning of contents can take place on-site. Temporary ozone chambers can be constructed with visqueen for on-site deodorization. Occasionally contents may have to be taken off-site to provide effective cleaning and deodorization.
 - Cleaning crews are broken into teams, each with a crew chief and assigned to their respective areas. Areas are posted with a specific scope and a site supervisor must verify completed work before the crew moves to the next area. Cleaning scopes identify the cleaning methods and cleaning products to be used.
- Electronics restoration
- BELFOR is a pioneer in the field of decontamination and recovery of electronics. Our Technical Services Division has developed and implemented a host of innovative methods for decontaminating and restoring sophisticated equipment that has been damaged by a broad range of contaminants. We have successfully restored electronics exposed to every conceivable contamination such as floodwater (including total submersion), corrosive soot from fire, acid vapors, mold, environmental contaminants, pollution caused by production processes, sea salts from overseas transportation and toxic contamination.
 - After taking any and all immediate actions necessary to limit damage, loss and business interruption, a thorough analysis by BELFOR technicians will determine the exact nature of the contamination. BELFOR has designed techniques, procedures and decontamination protocols that meet and exceed military and/or international standards. These work processes safely remove contaminants on printed circuit boards which cause failures when left in place. Printed circuit boards and other components have the same life expectancy and operational capacity after decontamination procedures as before the contamination event.

- Working on-site in dedicated labs, BELFOR technicians use the latest technology to ensure that inspection, decontamination and testing of all equipment is carried out to the highest standards. The use of static dissipative workstations and flooring, specially developed chemical processes, and ultra-fast vacuum drying techniques are all ISO 9000 approved. Through close cooperation with manufacturers and service representatives, BELFOR can safeguard maintenance and warranty agreements.

- BELFOR warrants electronic restoration work for a period of one year.

- Anticipating secondary damage and attending to other structural components

Preventative steps are taken to isolate and control the environment in areas at risk from secondary damage.

- Structural cleaning and refinishing

BELFOR remediation teams clean to a very high standard of reconstruction readiness.

- Occupant evaluation to determine if building(s) or areas are safe to enter and/or estimate the duration for when building(s) or areas are safe.

These determinations are typically done in conjunction with subcontracted Engineers or Industrial Hygienists.

Construction/Renovation

- BELFOR is the U.S. leader in property damage reconstruction and general contracting by a wide margin. Being both a restoration contractor and a general contractor allows us to choose from the widest possible range of options to serve our customers. All of our technicians, estimators and managers have this dual perspective on projects, allowing them to understand building systems, determine if restoration or reconstruction is the best course of action, and implement the appropriate solutions immediately. This also allows BELFOR to fast-track many projects by eliminating duplication of effort and reducing job site conflicts.

- With more than 70 years of construction experience, we have an unmatched depth of resources and knowledge. BELFOR USA Group, Inc. has been the #1 Remodeling Company on the List of Top 500 Remodeling Companies since 2001. We have also garnered numerous awards that recognize excellence in the restoration industry, including Apex, Chrysalis and Phoenix Awards. A complete list is available upon request.

- As a full service General Contractor, we can and do perform capital Improvement projects that are not the result of a peril. Building improvements, renovations, additions and new construction are all a part of our diverse repertoire. Our estimators and project managers are seasoned experienced professionals capable of completing both large and small projects on schedule and within budget.

 Reconstruction Capabilities after a loss include:

- 24-hour emergency response
- Site containment/temporary shoring
- Intrusive investigation/selective demolition
- Emergency power
- Full scale carpentry
- Complete electrical, mechanical and plumbing
- Complete exterior envelope reconstruction
- Construction defect reconstruction
- All roofing configurations
- Interior build-out and finishes
- Complex installation and interior finishes
- High-rise reconstruction and restoration
- Historic reconstruction and restoration
- Machinery/factory line implementation

- Board up services

BELFOR performs board-up services on a daily basis across the country and has contracts with hundreds of municipalities across the country for these services. On-call teams will be available 24/7/365 to board up properties at risk and work will be performed according to adopted International Property Maintenance Code standards.

- Project management, construction management, and general contracting services

BELFOR consultants are utilized throughout the country for their expertise in structural and content restoration. Our experience has its foundation in our complex understanding of various structures and the effects of disaster for more than 60 years. Real numbers and realistic time frames, based on a proven track record of accomplishment, make BELFOR a name you can trust.

- Repairing remodeling and renovation services to include roofing

This service is subcontracted during a reconstruction project. However, temporary roof repairs can be performed by responding BELFOR teams as part of the damage mitigation process.

Mobile/Lodging and Mobile Command Facilities

Though primarily for the use of our in-house responders, BELFOR's two (2) Mobile Command Centers can be deployed to stricken areas and supply all necessary means of communicating and executing a massive recovery effort. Each is two stories high and 53' long and generate their own power.

- Generates its own power independently
- 32 bays for computers to keep vital data flowing between operations and the field

- Dedicated satellite towers and dishes to assure ongoing communications
- High-definition screens for complete monitoring of on-site progress, video conferencing with corporate headquarters, and news from around the region and world
- Has sleeping quarter for those working shifts
- Equipped with an auxiliary shelter complete with heat and air conditioning

Environmental Response such as:

- Asbestos removal
- Maintenance and clean-up
- Emergency removal
- Disposal of friable and non-friable material which may include asbestos-containing or contaminated equipment and clothing
- Collection, management, and disposal/recycling materials (to include hazardous materials)
- Mold removal and abatement

BELFOR provides comprehensive mold remediation services in-house, bringing vast experience, leadership and sensibility to the process.

- BELFOR technicians bring trained expertise to every mold remediation project, including: strategic response, proper assessment, engineering controls, remediation barriers, state-of-the-art equipment, risk-specific protocols, measured results, and highly-experienced remediation teams.
- IICRC Standard - Our Standard of Care is a combination of the IICRC S520 (Standard and Reference Guide for Professional Mold Remediation) and the University standards. Members of BELFOR's National Technical Services Division are leaders in the industry and helped author the current IICRC S520 Standard in use today.
- Remediation projects consist of the following:
 - Establishing engineering controls (through poly containments and HEPA-filtered negative air machines)
 - Removal and disposal
 - Evaluation and cleaning of contaminated materials and surfaces using specific anti-microbial products
 - HEPA vacuuming.
- Worker Safety - Workers on mold remediation projects are required wear the proper PPE for the level of project to be performed. They must also pass a physical exam and be fitted for respirators at time of hire.
- Duct Cleaning - In commercial environments, the air delivery system is frequently cited as a major contributor to illness, as airborne contaminants are pulled into air ducts, creating an ideal breeding ground for mold, bacteria, fungi and other microbes. As part of a restoration project or as a stand-alone service to clean and decontaminate the ducts in your building, BELFOR provides these services to clients directly.

Debris Removal such

BELFOR crews perform debris clean-up and removal on a regular basis for fire damaged properties, buildings impacted by vehicles and restoration projects of all types and sizes. Appropriate disposal methods will be applied to various debris streams according to their category.

In appropriate situations, BELFOR can establish different waste streams (Hazardous materials vs Non-Hazardous materials; Salvage vs Non-Salvage) and any value retained will be applied towards the loss expense.

- iii. For each service and product, as well as any additional solutions that the Offeror can provide, Offeror shall provide pricing.

For disaster recovery and emergency restoration services, BELFOR shall invoice all charges for Services in accordance with the 2019 National Rate and Material Schedule submitted with this bid. Except, however, for construction and/or non-disaster restoration services, or if requested by a Participating Public Agency prior to commencement of the Services, BELFOR agrees to use either of Xactimate or RSMeans insurance repair industry's pricing platforms, utilizing their unit pricing and the respective platform's estimating methodologies instead of BELFOR's rate and material schedule.

- iv. Include an electronic copy of the product/service list from which discount, or fixed price, is calculated. Electronic price lists must contain the following: *(if applicable)*

- Detailed Description
- Offerors Suggested List Price and Net Price per unit of measure
- Net price to Region 4 ESC (including freight) per unit of measure

Media submitted for price list must include the Offerors' company name, name of the solicitation, and date on a Flash Drive (i.e. Pin or Jump Drives).

Please see Flash Drive with file "2019 BELFOR Rate Sheet_RFP #19-16 Disaster Restoration_1.8.2020"

- v. Is pricing available for all products and services?

No. Subcontracted services (Environmental Service and Industrial Hygienists) would be on a project by project basis.

- vi. Describe any shipping or additional charges.

No shipping charges or additional charges. Some equipment delivery charges may be included.

- vii. Provide pricing for warranties on all products and services.

No charges for warranties.

- viii. Provide details of and propose additional discounts for volume orders, special offers, minimum order quantity, free goods program, total annual spend, etc.

N/A

- ix. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, growth, annual spend, guaranteed quantity, etc.

No further discounts or rebates are offered.

- x. Describe how customers verify they are receiving Contract pricing.

All clients of this contract would have made available to them (via web-based media or a flash drive overnighted at no charge) all contract details, priced and due diligence awarded as/or part of said contract.

- xi. Describe payment methods offered.

Credit card, check, and ACH are all accepted.

- xii. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a list price contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

The BELFOR Rate Sheet is adjusted as necessary to account for market price fluctuations beyond our control. Beyond the initial one year period of the agreement, BELFOR reserves the right to increase pricing with 30 days notice. Also, Xactimate and RSMeans adjust their pricing on their schedule typically based on changes in labor rates (prevailing wage negotiations with state unions) and material pricing fluctuations. Since these changes are outside of BELFOR's control, it is not subject to notice or approval by Region 4 ESC.

- xiii. Describe how future product introductions will be priced and align with Contract pricing proposed.

See above.

- xiv. Provide any additional information relevant to this section.

Not to Exceed Pricing. Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 27, 2024		
Agenda Item Name		
Piggyback Contract <i>Equipment Rental Services</i>		
Requested Action		
Requesting approval to piggyback the Sourcwell term contract number 062320-URI with United Rentals (North America), Inc. to provide equipment rental services.		
Staff Report		
The Procurement Services Department and the Public Services Department recommend approval of the above action. At the request of the Public Services Department, the Procurement Services Department sought a contract from Sourcwell number 062320-URI with United Rentals (North America), Inc., to provide equipment rental services. The Sourcwell contract was obtained through a fully competitive solicitation and complies with the City of Clermont Procurement Policy. The award includes an initial six (6) month term agreement with an additional one (1) year renewal at the option of the City. This contract will provide emergency equipment rental services during the hurricane season or other emergency-related events. Funding will be determined on a project-by-project basis and funded from Rentals - Equipment 10541-54400. 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.		
Additional Analysis		
Fiscal Impact Summary		
Account # 10541-54400 Equipment Rental is budgeted at \$1,500. Actual costs are dependent on need during a storm event.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Sourcwell Agreement	United Rentals Contract 062320.pdf	
2. Pricing	062320-URI - Pricing Information.pdf	
3. Bid Tabulation	Prop. Eval.-Rental Equip. 062320.pdf	
4. Award Recommendation	Comment and Review-Equip.Rental 062320.pdf	

**Solicitation Number: RFP #062320****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and United Rentals (North America) Inc., 100 First Stamford Place, Suite 700, Stamford, CT 06902 (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.

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 August 27, 2024 unless it is cancelled sooner pursuant to Article 24. 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 16 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.The following warranties apply:

For equipment rentals by a Participating Entity, Vendor warrants that upon delivery the equipment rented hereunder will be in good working condition. If the equipment is not in good working condition upon delivery, Vendor shall promptly repair or replace the equipment at its sole cost and expense. If the equipment requires repair or replacement during the rental period, Vendor will promptly repair or replace the equipment at its sole cost and expense; provided, however, if the repair or replacement is necessary due to Participating Entity's abuse, misuse, or neglect, then Participating Entity will be responsible for the cost of such repair or replacement. EXCEPT AS SET FORTH HEREIN VENDOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE RENTAL OF EQUIPMENT.

For equipment purchases by a Participating Entity, the only warranty provided with the equipment sold herein is the warranty provided by the original equipment manufacturer ("OEM"). Vendor will pass through all warranties, to the extent allowable, that the OEM provides. If a warranty claim is approved by the OEM and the OEM authorizes Vendor to repair or replace the equipment, Vendor will do so. ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

For services provided to a Participating Entity, Vendor warrants the services will be performed in a good and workmanlike manner. The duration of the warranty shall be 30 days after the service is completed. If during the 30-day warranty period the equipment requires additional service, because of defective original service or a defective replacement part(s), then Vendor will re-perform the defective service and/or replace the defective part at its sole cost and expense. If the equipment has been subject to abuse, misuse, or neglect, Vendor shall have no obligation to re-perform the service or replace any part(s). The only warranty on replacement parts provided with Vendor's service herein is the warranty provided by the original equipment manufacturer ("OEM"). Vendor will pass through all warranties, to the extent allowable, that the OEM provides. If a warranty claim on such replacement part is approved by the OEM and the OEM authorizes Vendor to repair or replace the part, Vendor will do so. EXCEPT AS SET FORTH HEREIN VENDOR DISCLAIMS ALL OTHER WARRANTIES EXPRESS OR IMPLIED WITH RESPECT TO REPLACEMENT PARTS AND SERVICE OF EQUIPMENT.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell 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 Sourcewell 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 Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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

Sourcewell may declare the 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 Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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 Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

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

A fully executed Sourcewell Price and Product 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.

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 Sourcwell 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 Sourcwell contract use eligibility requirements and documentation and will encourage potential members to join Sourcwell. Sourcwell 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 Sourcwell 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 Sourcwell 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 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.

C. PERFORMANCE BOND. If requested by a Participating Entity, Vendor will provide a performance bond that meets the requirements set forth in the Participating Entity's order.

D. **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.

E. **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.

F. **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 Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

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

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, 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 Sourcwell 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;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

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

The Vendor will submit a check payable to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter.

Administrative fee will only be due and owing on invoices paid by the Participating Entity, and no administrative fee will be due if Vendor has not received payment from the Participating Entity. Payments should note the Sourcwell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcwell 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, Sourcwell 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

Sourcwell'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 Sourcwell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcwell 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.

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

C. **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.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcwell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **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 Sourcwell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the negligence or willful misconduct of Vendor during the performance of this Contract by the Vendor or its agents or employees. Vendor's liability for costs and expenses hereunder shall be limited to those that are reasonable and actual, including attorneys' fees. In no event will Vendor be liable for incidental, special or consequential damages.

12. AUDITS

Sourcwell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 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.

13. 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.

14. INDEMNIFICATION

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

15. 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. *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.

16. 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.

17. 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.

18. 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.

19. 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 liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

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

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, 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. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Vendor.

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.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. 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.

22. 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.

23. 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.

24. 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.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 8/24/2020 | 10:18 AM CDT

United Rentals (North America) Inc.

DocuSigned by:
By: Craig Schmidt
55590D1F4D8A494...
Craig A. Schmidt
Title: Vice President National Accounts
Date: 8/28/2020 | 5:15 PM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 8/28/2020 | 5:16 PM CDT

RFP 062320 - Equipment Rental with Related Services

Vendor Details

Company Name: UNITED RENTALS (NORTH AMERICA), INC.

Does your company conduct business under any other name? If yes, please state: United Rentals, Inc. , United Rentals of Canada, Inc, United Rentals (North America), Inc dba Reliable Onsite Services

Address: 100 FIRST STAMFORD PLACE, SUIT STAMFORD, CT 06902

Contact: Daniel Cunningham

Email: dcunning@ur.com

Phone: 877-874-4468

Fax: 877-735-7450

HST#: 860933835

Submission Details

Created On: Tuesday May 05, 2020 10:35:59

Submitted On: Tuesday June 23, 2020 13:17:51

Submitted By: Tera Younger

Email: tyounger@ur.com

Transaction #: 8dad6f42-e0e7-477a-a116-14862f12592a

Submitter's IP Address: 63.241.166.10

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):	United Rentals (North America), Inc.	*
2	Proposer Address:	100 First Stamford Place, Suite 700, Stamford, CT 06902	*
3	Proposer website address:	www.unitedrentals.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):	Craig A. Schmidt Vice President, National Accounts 100 First Stamford Place, Suite 700 Stamford, CT 06902 cschmidt@ur.com 203-622-3131	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Brad Laws, Sr. Government Accounts Manager 68674 Hwy 59 Mandeville, LA 70471 jlaws@ur.com 504-915-6013	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Daniel Cunningham, Government Sales Specialist Office: 877-874-4468 Fax: 877-735-7450 govrents@ur.com	

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.	Founded in 1997, we have over 20 years of experience and are the largest equipment rental company in the world. The company has an integrated network of 1,186 rental locations in North America and 11 in Europe. In North America, the company operates in 49 states and every Canadian province. The company's approximately 18,500 employees serve construction and industrial customers, utilities, municipalities, homeowners and others. The company offers approximately 3,800 classes of equipment for rent with a total original cost of \$14.18 billion. The equipment we offer can be categorized into these equipment categories: Trench Safety & Shoring, Fluid Solutions, Tool Solutions, Power & HVAC, General Construction, and Portable Toilets and Trailers. United Rentals is a member of the Standard & Poor's 500 Index, the Barron's 400 Index and the Russell 3000 Index® and is headquartered in Stamford, Conn. Additional information about United Rentals is available at unitedrentals.com. Our Customers Our diverse customer base includes construction and industrial companies, utilities, municipalities, government agencies and independent contractors. Most of our customers align with three categories: approximately 50% are non-construction, such as industrial; 46% are non-residential construction; and 4% are residential. We provide	

every customer with access to the best people, equipment and solutions in the industry.

Our Mission

Deploy the best people, equipment and solutions to enable our customers to safely build a better and stronger future.

Our Values

Safety First

Act, and require others to act, in a manner that puts the safety of our employees, customers and communities first.

A Passion For People

Build a diverse workplace that challenges all employees to grow professionally and embrace teamwork.

Visible Leadership

Lead by example in every business decision and action, with a sense of humility and responsibility.

Customer-Driven

Support the best interests of our customers and develop better ways for them to succeed at their jobs.

Absolute Integrity

Always do the right thing, honor commitments and ensure appropriate corporate governance.

Community-Minded

Be an outstanding corporate citizen and a good neighbor in every sense by being helpful, respectful, law-abiding and friendly.

Continuous Innovation

Contribute to a culture of innovative thinking that empowers employees to improve quality, efficiency and customer service.

Sustainability

Engage in practices that lead to positive change by encouraging social accountability and environmental responsibility.

Industry Longevity Strategy

United Rentals has executed a long term strategy focused on improving the profitability of our core equipment rental business through revenue growth, margin expansion and operational efficiencies. In particular, we have focused on customer segmentation, customer service differentiation, rate management, fleet management, including size, breadth and diversity of fleet, and operational efficiency which includes investments in technology. This has resulted in over a decade of financial improvement.

In 2020, we expect to continue our disciplined focus on increasing our profitability and return on invested capital. In particular, our strategy calls for:

- A consistently superior standard of service to customers, often provided through a single point of contact; our strong cultures is focused on customers.
- The further optimization of our customer mix and fleet mix, with a dual objective: to enhance our performance in serving our current customer base, and to focus on the accounts and customer types that are best suited to our strategy for profitable growth. We believe these efforts will lead to even better service of our target accounts, primarily large construction and industrial customers, as well as select local contractors. Our fleet team's analyses are aligned with these objectives to identify trends in equipment categories and define action plans that can generate improved returns;

		In 2018, we made notable progress in continuing to build a sustainable future for the benefit of our employees, customers, communities and our planet. At the same time, the size of our company increased substantially, giving us a larger platform for corporate responsibility. Collaboration is also implied in our core values of safety first, a passion for people, visible leadership, customer-driven, absolute integrity, community minded focus, continuous innovation and sustainability; • Best-in-class training is one of the most important ways to maximize engagement and retention, and we offer a wide array of training solutions (classroom, hands-on and eLearning) and coaching to our employees. Approximately 1,000 of our employees are also instructors or certified evaluators for these programs; • The implementation of “Lean” management techniques, including kaizen processes focused on continuous improvement. We will continue to implement this program across our branch network, with the objectives of: reducing the cycle time associated with renting our equipment to customers; improving invoice accuracy and service quality; reducing the elapsed time for equipment pickup and delivery; and improving the effectiveness and efficiency of our repair and maintenance operations; and • The continued expansion of our trench safety, power and HVAC, and pump solutions footprint, as well as our tools offering, and the cross-selling of these services throughout our network. We continue to offer specialty rental branches that include HVAC, Trench Safety, Fluid Management, complete portable toilet rental and Tool solutions and invest in fleet to further position United Rentals as a single source provider of total jobsite solutions through our extensive product and service resources and technology offerings.	
8	What are your company's expectations in the event of an award?	In the event of an award, United Rentals will begin instituting the included marketing plan. We have experienced success with this contract in the past by developing numerous relationships with participating entities, 15 state-level participating addendums, and helping to get hundreds of new members to join the Sourcewell cooperative. Upon award, we expect to continue these results and grow our current success with the help of the Sourcewell team. United Rentals' expectations of Sourcewell marketing efforts to include trade shows, customer interactions, and collateral related to our contract. We would also like to work with the Sourcewell team to educate each other of our offerings and contract in order to improve customer interactions either organization will have.	*
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.	We have uploaded our 2019 Annual Report in the supporting documents section.	*
10	What is your US market share for the solutions that you are proposing?	As a publicly traded company, we can only provide the information currently made public. United Rentals is the North American equipment leader. Our North American market share 13% based on 2019 rental revenues and ARA industry estimates. The next closest competitor's market share is 7%.	*
11	What is your Canadian market share for the solutions that you are proposing?	As a publicly traded company, we can only provide the information currently made public. United Rentals is the North American equipment leader. Our North American market share 13% based on 2019 rental revenues and ARA industry estimates. The next closest competitor's market share is 7%.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*

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. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	United Rentals' is a service provider of rental equipment and related services. Within our six different business units, we have a large amount of vendors we purchase through. We are aligned with the largest vendors in the industry like JLG, Genie, John Deere, Atlas Copco, etc. To serve this base, we employ customer service professionals who have firsthand knowledge of equipment capabilities and site challenges. All sales employees are direct employees of United Rentals and not through a third party. Their expertise, together with our company's commitment to safety, are compelling competitive advantages. United Rentals owns the equipment in our rental fleet and has the internal logistics to be able to mobilize the fleet to service larger needs as they come up. We have a two pronged approach to servicing the customer both through our boots on the ground sales force of 4,440 professionals and through our customer service teams. Our customer service team in Charlotte, NC is available 24/7/365. We also have a specialized Government Sales Support Team that are dedicated government account experts. In addition to our rental equipment, we also have in house training and servicing divisions that can work directly with the customer to meet all training and certification needs and service customer owned equipment.	*
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.	None	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

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	• Top 10 Military Friendly Employer – G.I. Jobs • Top 10 Military Friendly Spouse Employer – G.I. Jobs • Top Military Friendly Supplier Diversity, Gold Award – G.I. Jobs • Top Veteran Friendly Companies List, Best of Best Results List – U.S. Veterans Magazine • Best for Vets – Military Time • National Diversity Excellence Award – Association of Builders and Contractors. • MBN USA – 2015 & 2016 Top 101 Most Admired Companies in Supplier Diversity • WE-USA – 2015 Top 100 Corporations for Woman-owned Businesses	*
17	What percentage of your sales are to the governmental sector in the past three years	Our customer base is a diverse mix of construction and industrial companies, utilities, municipalities, government agencies and others. Most of our customers align with two categories: approximately 48% are non-residential construction, and 47% are non-construction, such as industrial. About 5% are homeowners, municipalities and other types.	*
18	What percentage of your sales are to the education sector in the past three years	We do not track this.	*

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?	United Rentals' level of experience with national cooperative and state / local contracts is in-depth. Last year our Government Sales and Service Center downloaded thousands of solicitations, evaluated our ability to fulfill requirements and responded to over 615 bids / solicitations, winning over 473 bids / solicitations worth over \$30mm. Although the United Rentals Government team is small, we have over 100 years of Government experience between 12 personnel. This is the level of expertise required to keep a large sales force educated and compliant. United Rentals has four national cooperative contracts: Sourcewell, HGAC, E&I and HCDE Choice Partners. • Sourcewell: United Rentals is the current contract holder for Contract 091615-URI and has held the contract since November 2010. • Sourcewell Annual Sales Volume 2017: ~\$ 44 million • Sourcewell Annual Sales Volume 2018: ~\$49.4 million • Sourcewell Annual Sales Volume 2019: ~\$50.9 million • HGAC: United Rentals is a contract holder for HGAC RFP RN11-19 Supply of Rentals – Equipment & Portable Facilities and has held the contract since Oct 2009. • HGAC Annual Sales Volume 2017: ~\$3.9 million • HGAC Annual Sales Volume 2018:~\$4.5 million • HGAC Annual Sales Volume 2019: ~\$4.9 million • E&I: United Rentals is a contract holder for E&I Contract CNR01438 and has held the contract since August 2017. The E&I cooperative only services educational institutions and does not allow for participation from states or municipalities. • E&I Annual Sales Volume 2017: ~\$2.6 million • E&I Annual Sales Volume 2018:~ \$4.8 million • E&I Annual Sales Volume 2019: ~\$6.1 million • HCDE/Choice Partners: United Rentals is the contract holder for HCDE RFP 18-072KC-06 Vocational Products and Services and has held the contract since Dec 2013. This contract was initially for sale of new and used equipment. A contract modification was awarded in 2014 for equipment rentals. • Choice Partners Annual Sales Volume 2017: ~\$ 1.1 million • Choice Partners Annual Sales Volume 2018: ~\$1.2 million • Choice Partners Annual Sales Volume 2019:~\$1.7 million In addition to signing up hundreds of municipalities for membership, United Rentals has 15 states under contract with participating addendums and state level agreements (including DOT) in a total of 30 states. None of our other contracts prohibit United Rentals from fully participating with this agreement.	*
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?	United Rentals currently holds a GSA schedule and has since August 2005. United Rentals was the first national servicing rental company on the GSA schedule and has two SINs: 332510S-Tool & Supply sales, walk-in, walk-out, 532310-Short-Term Rental, and Order-Level Materials (OLM).	*

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 *	
State of Connecticut	Janet DelGreco Olson	(860) 713-5079, janet.delgreco@ct.gov	*
State of Massachusetts	Brendan McCue	(617) 720-3146, brendan.mccue@mass.gov	*
State of Mississippi	Ross Campbell	(601) 359-2004, campber@dfa.state.ms.us	*

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 *	
Sewage and Water Board New Orleans	Government	Louisiana - LA	Repair/Replace, Temporary Rental Equipment	\$1 million +	\$16.7 million	*
CAL Trans	Government	California - CA	Temporary Rental Equipment	\$150,000	\$12.9 million	*
NYC DOT	Government	New York - NY	Temporary Rental Equipment	\$150,000	\$10.5 million	*
TX DOT	Government	Texas - TX	Temporary Rental Equipment	\$150,000	\$9.9 million	*
DC DPW	Government	District of Columbia - DC	Temporary Rental Equipment	\$250,000	\$7.8 million	*

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.	Effectively servicing large national accounts such as Sourcewell requires a team approach. Brad Laws is the Government Accounts Senior Manager and is the quarterback of the state and local government team. Under him are three Government Accounts Managers that will work with the field sales team of 4,400 industry experts. This sales team is supported by branch operations and field personnel across an extensive network of approximately 1,180 branch locations to effectively implement, manage and service an industrial client of Sourcewell's scope. Implementing and rolling out a national contract with Sourcewell requires a concerted effort from many levels of United Rentals' organization beyond the government accounts group. Strategic Account Managers (SAM), Outside & Inside Sales Representatives (OSR & ISR), Branch & Service Managers, Delivery Drivers and Field Service Technicians will continue to maintain current relationships while implementing a new contract in areas where we are already doing business. These levels will be heavily engaged in areas where we do not currently have relationships with Sourcewell's members for contract implementation and service. Current partnerships will be built upon and modeled after.	*

24	Dealer network or other distribution methods.	Sourcewell benefits from United Rentals owning all of our fleet. The following operating efficiencies help distribute our equipment to your members quickly: • Equipment Sharing Among Branches. Each branch within a region can access equipment located elsewhere in the region. This fleet sharing increases equipment utilization because equipment that is idle at one branch can be marketed and rented through other branches. Additionally, fleet sharing allows us to be more disciplined with our capital spend. • Customer Care Center. We have a Customer Care Center ("CCC") with locations in Tampa, Florida and Charlotte, North Carolina that handles all telephone calls to our customer service telephone line, 1-800-UR-RENTS. The CCC handles many of the 1-800-UR-RENTS telephone calls without having to route them to individual branches, and allows us to provide a more uniform quality experience to customers, manage fleet sharing more effectively and free up branch employee time.
25	Service force.	Our branches across the US and Canada are wholly owned by United Rentals and never franchised. They are staffed with a knowledgeable team of Branch Managers, Service Technicians, and Drivers to fulfill Sourcewell's equipment needs. In addition to our field service teams, we have a Government Sales Support Team staffed with dedicated Government account experts to handle any customer requests. Backing them up is the company's extensive customer service team that is available for customer request 24/7/365. Branch Managers: United Rentals' has numerous branch managers to oversee operations at each of our local branches, such as bookings, dispatches and requests for on-site assistance. They can collaborate with other branches in our network, and with our centralized customer service facilities, to ensure fleet availability for Sourcewell. They are also able to train our local personnel so that we service your account in a way that supports Sourcewell's existing and future operations. Maintenance/Service Technicians: United Rentals' has approximately 5300 technicians company-wide that are factory-trained and participate in periodic preventive maintenance refresher courses and manufacturer training. They inspect and service each piece of rental equipment to ensure its safety and operating condition before returning it to the rental-ready fleet.

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.	Customers are given information to reach any of our sales reps, Government Team, or customer service center to place an order or answer any questions. United Rentals tracks our service levels through our Quarterly Scorecard reported to Sourcewell. United Rentals is offering Sourcewell, a quarterly SLA (Service Level Agreement) for the Sourcewell facilities, which will be reported quarterly, and reviewed on a regular basis with Sourcewell management. This SLA reporting will help with improving service levels, availability, and reliability of equipment. This will help with the on-going continuous improvement program. On-Time Delivery Goal - On-time deliveries to the designated location at the promised delivery time Fulfillment Goals 100% of orders fulfilled in accordance with issued purchase order requirements. This is fleet that is 100% of orders that are fulfilled by United Rentals. Quality Expectation at Delivery 100% of orders delivered without defects at time of delivery Quality Expectations during Rental Period 90% of orders/rental periods without a defect Repair Replacement Response time 100% of service responses within 2 hour window for repair/replacement solutions when equipment fails Repairs: On-time service 100% of equipment repairs/replacements within 4 hours of promised time Repair failures: 2 day window - Target 0% of repair occurrences requiring additional service. Billing Accuracy 100% of invoiced billed correctly without requiring a credit because the billing was not charged correctly. Diversity & Sustainability Reviews - Quarterly reporting of diversity spend % for all locations - Sustainability efforts by key categories Quality Supplier Performance Reviews - Scheduled and completed quarterly scorecards reported and reviews throughout term of Agreement for performance measuring, tracking & reporting, required action items to correct issues and project portfolio for ongoing continuous improvement opportunities. Escalation - Number of occurrences by segment & location where issues are not resolved at the local branch level and are escalated to the National Account Manager/VP Sales	*
27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Sourcewell's participating entities will have access to a network of approximately 1,038 rental locations in the United States (including territories). United Rentals maintains a robust fleet and has the proven experience to mobilize this fleet to service the needs of our customer. We have held the Sourcewell contract for the last 10 years and have a proven track record of servicing Sourcewell and its participating entities through our vast sales and service network led by our dedicated government team.	*

28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Sourcewell's participating entities will have access to a network of approximately 148 rental locations in Canada. Our current contract includes a Canadian pricing structure, and we look forward to working with Sourcewell to grow the customer base and recognition throughout Canada. On our Government Team we have several members led by Mark Dunlop that are dedicated to servicing the Canadian government and municipal accounts.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	The only two geographic areas we are unable to service are Hawaii and the Northwest Territories in Canada. United Rentals' is currently exploring the opportunity to expand into Hawaii. Upon opening a branch. The current pricing proposal includes HI.	*
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?	We are able to continue to service all participating entities as we have for nearly 10 years.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	With over 1,180 branches throughout North America, United Rentals currently services all of the US except Hawaii with limited access in certain markets. We are currently exploring the opportunity to expand into Hawaii.	*

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.	United Rentals takes a three pronged approach to our marketing and sales plans: internal training, external sales and education, and customer faced marketing. You will find a comprehensive marketing plan attached in the documents section.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We engage with customers through an omni-channel digital marketing strategy, allowing customers to interact with us through a variety of different platforms including our website, local Google listings, our mobile application and our social media tools. We use data to help personalize journeys for our customers, ensuring we are compliant along the way. This in conjunction with our proprietary digital management tools provides a comprehensive digital experience for our customers.	*
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?	We believe Sourcewell is responsible for working with us to promote our contract. We plan to work with Sourcewell to make sure both organizations can articulate and promote the value proposition of the other. Sourcewell has a great reputation of promoting their contracts through their websites, tradeshows, marketing collateral, newsletters, and more. United Rentals already has a proven track record of selling a Sourcewell contract, but our sales process is also laid out in the provided marketing plan.	*
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.	We understand that government entities have their internal purchasing systems for processing purchase orders, placing orders, and approving payment for the services. To simplify the ordering process for our government accounts we work collaboratively with them to create punch-out catalogs specific to each Participating Entities' equipment needs within their internal purchasing systems. This provides them with the flexibility of working within one system. All orders can also be placed through our Government Sales and Service Center. This team is available 24/7/365 taking in orders through a single source email, phone, fax, or online. The service center will have all of the contract details for each of the various co-op partners' accounts. Additionally, orders can be placed locally through any of our branches.	*

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.	The technology and pace that business operates at is accelerating quickly. Yet, the way safety training is performed and tracked is quite stagnant. United Rentals invested in building the United Academy platform to replace primitive safety training and record keeping methods and to make sure that safety programs could match the pace of the projects they support. Often times, when you discover that a worker or a crew is untrained, the time involved in taking action strains a project timeline. United Academy leverages technology to avoid training related lost time, and respond quickly when you must. Quality training when you need it. Training is led by a team of certified trainers with years of experience in educating and protecting commercial, industrial and municipal workers and sites. Equipment familiarization and proper training are two very different concepts. Equipment familiarization is provided at no cost upon delivery of each piece of equipment. Proper certified training is per person cost through United Academy. We are providing all Participating Entities discounted United Academy Training. We can also help you determine when each is needed. Learner comprehension and learning preferences have evolved. United Academy gives you options: classroom instruction and blended learning. Schedule classroom training and certification or access blended e-learning 24/7. Ease of tracking training and certifications. Easy, real-time tracking and verification of training and certifications anytime, anywhere. Robust Library of Courses United Academy™ houses a robust library of courses and we continue to add to that library on a regular basis. Select from a robust library of courses including operator certification, train the trainer, OSHA required training, Confined Space Entry, and Competent Person Trenching and Excavation. Several courses are available in English, French, and Spanish. Skilled Trainers Safety training is not new to United Rentals. Over the years we have built one of the largest and most professional training teams in the industry with over dedicated, full time safety trainers supporting United Academy across the USA and Canada. In addition, we have hundreds of certified trainers and evaluators located in many of our 1,000 branches. Our full-time trainers have years of experience educating workers on safety and many have been working in our industry for years in various capacities. Classes in Multiple Formats To meet our customers' demand for various learning styles, we offer select classes in multiple formats, including: • Online courses • Traditional classroom courses • Blended learning courses This award-winning technology is a powerful alternative to traditional classroom training. Blended learning challenges trainees in realistic scenarios online, then calls for them to be evaluated in-person. Our blended learning is available online 24/7. This interactive learning increases operator competency, skill retention and productivity. The theory and game-based learning (online) is completed in modules at your convenience. By offering our courses in various formats, United Academy™ training can be done onsite at our

customers' locations or at one of our many participating branches throughout the U.S. and Canada. Alternatively, customers can get 24/7 access to online training that won't conflict with workdays or project deadlines.

Online Training Profile

Sourcwell can save time and money by storing and maintaining training and certifications in United Academy. Records for each course taken through the Academy are stored in our online database and a training profile is created for every account holder. Users can also store additional records for training taken outside of United Academy so that they can build a comprehensive training transcript. Company administrators can set which email addresses receive alerts.

Wallet Card

Replace several tattered and work paper training cards with United Academy's single, universal wallet card and free United Academy App, Sourcwell can access their employee's Training Profile anywhere and anytime. All you have to do is key in the personal identification codes into a computer or scan the QR code on the card with a smartphone or tablet for instant access. Our wallet card is secure and credit card quality so it won't tear or become damaged by the elements. Wallet cards are sent to United Academy account holders after completing their first Academy course.

37	Describe any technological advances that your proposed products or services offer.	United Rentals is the industry leader in every major measurable category within the industry, and reports those results to prove as much. No other organization invests the time, money, and effort to differentiate the level of service provided. United Rentals is truly driven around major industrial clients, and Sourcewell is an ideal fit for the level of service that we provide. Service programs and innovative techniques, combined with the most robust fleet in the industry provide the highest level of equipment quality. Cutting edge technology like Total Control and GPS utilization management provide Sourcewell with a level of service and reliability that is best in the industry and constantly evolving. Overall costs of rental and overall Total Cost of Rental Operation (TCRO) value provided are unmatched because of the unique proactive measures afforded by the Managed Services Strategy, Total Control, and Key Performance Indicators (KPIs). No other strategy can produce effective and measurable savings. Unlike other vendors who continually outsource delivery services to unqualified towing services or third-party freight providers, United Rentals' fleet of delivery vehicles is rated exemplary by the Department of Transportation and provides Sourcewell with access to trained, professional delivery personnel that are familiar with every United Rentals product and understand Sourcewell's safety requirements. These delivery vehicles are tracked and managed using GPS Services to ensure accurate, timely deliveries to Sourcewell. Service levels are unmatched and are aided by United Rentals' internal maintenance facilities' technology to ensure every piece of equipment is thoroughly inspected and service prior to delivery to Sourcewell. Manufacturer recommended preventive maintenance programs are implemented allowing for proactive control and inspection on a periodic basis, ensuring Sourcewell's rented equipment performs at the highest level. Lastly, United Rentals' dynamic fleet allows for unmatched flexibility with regards to overall equipment availability and service. Some of the key skill sets include: • Total Control • EDI Capability • Ability to manage Sourcewell owned fleet as well as re-rent • Single line of sight to all rental items
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.	Sustainability is a major, ongoing focus of United Rentals as part of our commitment to Corporate Responsibility. Our company has implemented Sustainable Growth initiatives in the areas of facilities, fleet and logistics. We believe that these initiatives will result in the reduction of our total cost of operation and will safeguard the environment, while helping our customers reduce their own carbon footprints.
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.	We have the ability to track the energy use and GHG emissions of our own facilities, as well as our vehicles transporting equipment and tools to and from jobsites. However, it's far more complex to document the impact of our products once they leave our control and are in the hands of our customers. Through the use of telematics technology, we're beginning to gain insights into how our customers use our products. In the coming years, our goal is to have real-time input on fuel consumption, emissions, safety, and the performance of our tools and equipment on jobsites, and use this data to help our customers utilize our products more efficiently, with a lighter carbon footprint.

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.	None	*
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?	We're proud to have been named by Forbes magazine as one of the world's top employers. Still, we never take our people for granted. They are the key to our success with Sourcewell over nearly 10 years we have been supporting this contract. Through our team of experts. United Rentals deploys \$14.3 billion of fleet (original equipment cost) through approximately 1,181 branches, a centralized reservation service and automated online ordering. Our branches are fully integrated through technology, allowing them to collaborate on solving customer needs. Some of the unique resources we bring to the Participating Entities are: Our most important differentiator is safety, because of its vital importance to our employees and customers. Unsafe behavior can have a direct impact on our business and yours. The United Rentals safety culture takes a no-compromise approach to loss prevention and safe behavior. Examples of safety initiatives include the company's Injury and Illness Prevention Program, branch safety meetings, driver safety programs and the United Academy® training and certification management portal for customers and employees. In 2019, we had a total recordable incident rate (TRIR) of 0.79, toward a goal of zero. Total Control® is our proprietary software suite that provides customers with a single, transformative solution for equipment productivity. Total Control helps customers manage their equipment fleets in real time through greater visibility and accountability, with the goal of improving the utilization of resources. By reducing downtime and avoiding on-site productivity gaps, Total Control can help a customer cut annual equipment rental costs by up to a third. While United Rentals has always responded to disasters near our locations, in 2018 we began to take a more structured approach to our response. We've trained a first-responder team comprising more than 800 company volunteers across North America, whose first objective in any emergency is to help our employees who have been affected.	*

Table 9: Warranty

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

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	For Rentals: United warrants that upon delivery the equipment rented hereunder will be in good working condition. If the equipment is not in good working condition upon delivery, United shall promptly repair or replace the equipment at its sole cost and expense. If the equipment requires repair or replacement during the rental period, United will promptly repair or replace the equipment at its sole cost and expense; provided, however, if the repair or replacement is necessary due to Sourcewell Member's abuse, misuse or neglect, then the Sourcewell Member will be responsible for the cost of such repair or replacement. EXCEPT AS SET FORTH HEREIN UNITED DISCLAIMS

ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE RENTAL OF EQUIPMENT.

For Purchases of New Equipment:

The only warranty provided with the equipment sold herein is the warranty provided by the original equipment manufacturer ("OEM"). United will pass through all warranties, to the extent allowable, that the OEM provides. If a warranty claim is approved by the OEM and the OEM authorizes United to repair or replace the equipment, United will do so. ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED."

For Purchases of Used Equipment: United shall assign to the any remaining warranty from the original equipment manufacturer ("OEM") to the extent assignable. United makes no warranties express or implied with respect to the any used equipment being sold and all warranties, express or implied are disclaimed.

In lieu of providing a warranty on the sale of used equipment, United will offer its United Guard service contract. Subject to the United Guard terms and conditions, United will perform the services outlines therein at the fees set forth therein.

- A copy of the United Guard Terms and Conditions is attached.

For Service: United warrants the services will be performed in a good and workmanlike manner. The duration of the warranty shall be 30 days after the service is completed. If during the 30-day warranty period the equipment requires additional service, because of defective original service or a defective replacement part(s), then United will re-perform the defective service and/or replace the defective part at its sole cost and expense. If the equipment has been subject to abuse, misuse or neglect, United shall have no obligation to re-perform the service or replace any part(s).

The only warranty on replacement parts provided with United's service herein is the warranty provided by the original equipment manufacturer ("OEM"). United will pass through all warranties, to the extent allowable, that the OEM provides. If a warranty claim on such replacement part is approved by the OEM and the OEM authorizes United to repair or replace the part, United will do so.

EXCEPT AS SET FORTH HEREIN BIDDER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO REPLACEMENT PARTS AND SERVICE OF EQUIPMENT.

For Damage to Rental Equipment: All of our rental equipment is owned by United Rentals, and all preventative and regular use maintenance will be taken care of by United Rentals. For costs due to damage, Sourcewell participating entities will have our Rental Protection Plan (RPP). It is a simple, affordable and smart way to protect yourself from the unforeseen. United Rentals offers a comprehensive program to provide you with added protection for the most common problems:

- Accidental damage to United Rentals equipment and vehicles
- Theft of United Rentals equipment and vehicles do have the option to provide

The participating entities can opt-out of RPP by providing a Certificate of Insurance with the applicable property insurance.

43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	For Rentals. Yes. As stated above, United will repair or replace equipment at its sole cost and expense during the rental period if the equipment needs repair or replacement. However, if the equipment needs repair or replacement due to any other reason that defect in the equipment, United's negligence or reasonable wear and tear, the Sourcewell participating entity will be responsible for the cost of repair or replace. . Reasonable wear and tear of the rental equipment shall mean only the normal deterioration of the equipment caused by ordinary and reasonable use on a one shift (8 hours per day, 40 hours per week) basis. The following shall not be deemed reasonable wear and tear: (a) damage resulting from lack of lubrication, insertion of improper fuel, or maintenance of necessary oil, water and air pressure levels; (b) except where United expressly assumes the obligation to service or maintain the equipment, any damage resulting from lack of servicing or preventative maintenance suggested in the manufacturer's operation and maintenance manual; (c) damage resulting from any collision, overturning, or improper operation, including overloading or exceeding the rated capacity of the equipment; (d) damage in the nature of dents, bending, tearing, staining, corrosion or misalignment to or of the equipment or any part thereof; (e) wear resulting from use in excess of shifts for which rented; and (f) any other damage to the equipment which is not considered ordinary and reasonable in the equipment rental industry. Repairs to the equipment shall be made to the reasonable satisfaction of United and in a manner which will not adversely affect the operation, manufacturer's design or value of the equipment. Also, Customers agree to check filters, oil, fluid levels and tire air pressure, to clean and visually inspect the equipment daily and to immediately notify United when equipment needs repair or maintenance. Should the equipment be involved in an accident, become unsafe, malfunction or require repair, Customer shall immediately cease using the equipment and immediately notify United. In the case of the loss or destruction of any equipment, or inability or failure to return same to United for any reason whatsoever, Customer will pay United the then full replacement list value of the equipment together with the full rental rate as specified until such equipment is replaced. If the equipment is returned in a damaged or excessively worn condition, Customer shall pay United the reasonable cost of repair and pay rental on the equipment at the regular rental rate until all repairs have been completed. Repair or replacement of tires and tubes is the responsibility of Customer. For New and Used Equipment Sales. As state above, the only warranty available for new or used equipment is the warranty provided by the OEM. Any restrictions or limitation would be set forth in the OEM warranty.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	For Rentals. Costs including technician travel time that are associated with service required due to defects in the equipment, reasonable wear and tear or United negligence is the responsibility of United Rentals. The cost of Service required for any other reason will the participating entities' responsibility. For New and Used Equipment Sales. The OEM warranty will set forth what expenses are covered.

45	Are there any geographic regions of the United States (and Canada, if 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?	For Rentals. All branches in the United States and Canada have in-house technicians available to service and maintain our equipment. Therefore, all regions we provide service to will also have access to certified technicians. For New and Used Equipment Sales. Subject to approval of the warranty claim by the OEM and subject to authorization from the OEM to perform work, as stated above, all branches in the United States and Canada have in-house technicians available to service and maintain our equipment. Therefore, all regions we provide service to will also have access to certified technicians.	*
46	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?	United is not the original equipment manufacturer ("OEM") on any of the equipment it rents or sells. United is certified to perform warranty service by many OEMs. Upon acceptance of a warranty claim by the OEM and upon the OEM authorizing United to perform service, United is able to perform warranty service on many OEM's equipment.. We strive to lead our industry in service performance, particularly when it comes to equipment maintenance and readiness for rental. United Rentals invests in our service personnel to ensure that they are up to speed on manufacturer's service requirement with internal or manufacturer sponsored training. We have also invested heavily in resources designed to make our company more efficient in maintaining our equipment to the highest standards. All 1180+ United Rentals locations use the same systems in order to ensure that Preventive Maintenance, ANSI inspections and manufacturer's service bulletins are being completed with integrity per our company procedure. United Rentals is responsible for the costs associated with inspecting and servicing our owned equipment. If requested, United Rentals can also provide inspections and services on equipment owned by our customers at mutually agreed upon rates. Some of the specific procedures are: • Preventive maintenance: PM's are governed by the stricter of two regulatory programs: Either 1) Per manufacturer's recommendation of service requirement or; 2) Perform an inspection inside of 90 days and / or service of the equipment with 250 operating hours. The "Rental Flow" process also tracks pending PM's due for service personnel to monitor. These PM's are performed at our locations as well as at customer locations by qualified field service technicians. • ANSI inspections on aerial equipment, booms and scissors, are required by law. United Rentals has a NO-EXCEPTIONS policy related to ANSI inspections; if a unit does not receive this inspection within a year from its last date, it is taken out of rental service. • Manufacturer's service bulletins are handled as United Rentals is notified, either in our shops or in the field.	*
47	What are your proposed exchange and return programs and policies?	For Rentals. If a piece of equipment is not operating properly, United Rentals will deploy one of its factory-trained technicians to perform the repair and/or supply the necessary parts. United Rentals promptly responds to repair and maintenance service calls – typically within two to four hours. In the event the equipment cannot be repaired on site, United Rentals will replace the equipment as quickly as it can. For New and Used Equipment Sales. Exchange and return programs/policies are determined by the OEM.	*

48	Describe any service contract options for the items included in your proposal.	For Rentals. Please note that service is provided at no cost to customer, unless such service is due to customer's fault. Please refer to service labor pricing included in our pricing spreadsheet. All branches have in-house technicians available to service and maintain our equipment. For Customer-owned equipment. If the customer has owned equipment, they can chose to utilize our Customer Equipment Solutions team to manage and perform the equipment service needs. We have a dedicated team and dedicated service technicians that solely work on customer owned equipment and do not work on our rental fleet. For New and Used Equipment Sales. In addition, any Sourcewell participating entity may purchase a United Guard Service Contract with the purchase of equipment as mentioned above.
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Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Our pricing terms are Due Upon Receipt.	*
50	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?	We cannot offer leasing or financing options through United Rentals, however we have experience working with Sourcwell awarded lending and other partners when the customer requests this option.	*
51	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.	Our Government Sales and Service Center (GSSC) will process all orders. Providing a centralized location for all orders, allows consistency and a stronger account knowledge to support the decentralized system of orders submitted by the many end users. Additionally, the end users will have full account visibility through our UR Control System. Customers are able to use the GSSC team to submit orders through phone or email. Our system can be set up to require POs as well through customer request. All participating entities' accounts will be set up with Sourcwell pricing so each rental will at the negotiated rates regardless if the customer or internal order taker remembers to mention the contract. Customers can also go through their local sales representative or branch to place orders. The more time people and departments spend using UR Control®, the more ways they find that it helps their company be better at managing rentals. Before, during, and after the rental process, UR Control gives users access to the types of information used to make the best business decisions. Renting only what you need, when you need it helps you reduce rental costs by optimizing the amount, length, and utilization of equipment on rent. Full visibility of rental activities across your organization • View overdue and upcoming return dates • Extend rentals or request pick-up • Add and update PO numbers • GPS data Comprehensive account management • Real-time invoice and payment history • Download summary and detail billing data • Invoice availability & support Customized flexible reporting • Report live or historical rental information on nearly any subject (equipment on rent, rental history, hundreds of more report styles) Our compliance specialists, Sonia Gregory and Alfred Brown, work within our reporting system to provide quarterly reports to Sourcwell and will work to process all administrative fees owed.	*
52	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 we do accept P-card procurement and payment with no additional charges.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
53	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.	Please see our attached pricing spreadsheet. United Rentals is providing a national net pricing structure as you will see on the attached pricing spreadsheet. This is not a percentage discount program. All pricing is NOT TO EXCEED and our sales representatives will be encouraged to provide local market pricing if it happens to be lower than the contract price although this is not a common occurrence.
54	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.	United Rentals is providing a national net pricing structure as you will see on the attached pricing spreadsheet. This is not a percentage discount program. All pricing is NOT TO EXCEED and our sales representatives will be encouraged to provide local market pricing if it happens to be lower than the contract price although this is not a common occurrence.
55	Describe any quantity or volume discounts or rebate programs that you offer.	This is a NOT TO EXCEED contract. Customers can negotiate volume pricing locally on a case by case basis.
56	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.	As with normal requests, United Rentals will field off-schedule requests through local territory representatives or our Government Customer Care Center. This will enable us to provide first-class service to Sourcewell members through our knowledgeable team. Our philosophy is that no request is unreasonable and will be investigated to the fullest. Our strategy will be to field requests and factor in rental patterns, demands for new technology or advances in equipment efficiencies, and enactment of new legislation, affecting equipment. If we see a spike in a certain category, we will ask Sourcewell to determine if the equipment can be added to our schedule. For Sourcewell members, we would like to propose a NOT TO EXCEED markup of 24% on the total invoice cost from a 3rd Party Rental Vendor.
57	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.	Installation, set up costs for Specialty equipment rental Solutions United Rentals' proposal includes items for specialty equipment solutions such as installation, set up, mandatory training, or initial inspection, the costs of which will be negotiated at the time of the rental quote. Power and HVAC Services may include power and HVAC system start-up support, installation of low voltage cables, installation of temporary chilled water piping, on-site training for Customer's employees, 24/7 technical assistance and on-site support, and monitoring of selected installing trades. Trench Services may include the engineering, delivery and pickup of the trench/shoring system (the "System"). Scaffolding Services may include the installation and dismantling of scaffolding, including all parts and accessories Portable Restroom Services- Additional fees may be charged for tip-overs, relocation of the units on the same site and vandalism/graffiti. Fluid Solutions may include the design, installation, operation, ongoing maintenance, monitoring, and dismantling of the Fluid Solutions system ("Fluid Solutions Services"). Multiple shift for generators and other power equipment Rental charges accrue during Saturdays, Sundays and Holidays. Rental rates are for normal "one-shift" usage based on an eight (8) hours per day, 40 hours per week and 160 hours per four-week period. On power equipment, operations in excess of one shift will be as follows: one and one-half times the rental charge for double shift and two times the rental charge for triple shift. Refueling Service Charge Customer acknowledges that a "Refueling Service Charge" will be applied to all Equipment not returned with a full tank of fuel. The exact cost of the Refueling Service Charge may

vary depending on the rate being charged by the branch location on the date Customer returns the Equipment. Customer acknowledges that the Refueling Service Charge is not a retail sale of fuel. Customer may avoid the Refueling Service Charge if Customer returns the Equipment with a full tank of fuel.

Tire Repair

Repair or replacement of tires and tubes on Equipment is the responsibility of Customer and is not included in the rental rate.

Environmental Fee

Due to the hazardous nature of some of our waste products, United Rentals charges an Environmental Service Charge on rental invoices for equipment which contains an internal combustion engine, hydraulic oils or similar components. The Charge is 1.84% of the rental charge, with a maximum charge of \$99 per invoice. This charge is not a tax or government mandated fee. We are offering to waive this fee for this new contract in order to provide the participating entities additional new savings.

Additional Fees

Some government entities have special fees, such as the SMM fee in Colorado (Texas and Maryland have similar fees). These fees are setup by local/state government entities, and are charged at the direction of local/state laws. United Rentals passes these fees directly to the customer with no markup. These fees are usually negligible in nature and are included quotes provided by our branches.

Rental Protection Plan

United Rentals offers an OPTIONAL, affordable and smart way to protect your agency from the unforeseen. The plan covers accidental damage or theft of United Rentals equipment. This RPP coverage must be selected prior to delivery of the equipment. Additional details can be requested from your local branch. See attached document for additional information on our RPP program. Non-governmental agencies (non-profits, NGO, etc.) will be required to provide a certificate of insurance in order to opt out of the RPP program.

United Guard

Full coverage offered for used equipment (OPTIONAL). Equipment over \$2,500 that is eligible for United Guard™ must be nine years old or newer. Licensed vehicles are not eligible for United Guard. Used equipment must be in rental ready condition at time of sale. United Guard is available within 72 hours of equipment purchase and cannot be renewed once the term expires. Other conditions and restrictions may apply. We have also provided additional information about United Guard™ in the documents section.

58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Standard Delivery during normal working hours Delivery/Pickup Charges – \$120 flat charge (each way) then \$3.95 per mile After Hours, Weekends, and Holidays An additional call out fee may be incurred, and will be communicated at the time of request. Please refer to pricing table under Service/Labor for hourly rates that would be applicable to support the call out charges. Third Party Hauling In a situation where both parties mutually agree to utilize a third party hauler please refer to pricing tab “Third Party Rentals” for applicable charges. Oversize/Permitted Loads All applicable fees will be communicated at time of service. Field Automation Strategy & Technology (FAST) The Field Automation Strategy and Technology (FAST) program builds on the current strengths of our field platform with new technologies and procedures that support operations. This program is focused on supporting branches in improving delivery and pickup scheduling, route mapping, and overall equipment transportation performance. This includes equipment bar-coding, handheld devices for drivers, new dispatch capabilities, and procedural improvements. FAST makes the Rental Flow process more user-friendly for customers and for United Rentals. Sourcewell member advantages • Route Optimization and turn by turn directions increases the likeliness of on time delivery and expedited pick up when called off rent • Real-time visibility of the status of delivery's and or location truck • Actionable alerts for deliveries in jeopardy for real time customer updates • Electronic condition reports with embedded pictures of the equipment upon delivery and pick up • One electronic signature covers all legal documentation • Contract can be e-faxed or emailed to customers preferred address right from the drivers Hand Held Computer / Jobsite Sustainability Advantages • Reduction in Carbon foot print by optimized routing reduces mile driven and fuel used • Electronic contracts and condition reports • GPS tracking & monitoring of delivery fleet • Reduced engine idle time and fuel used Reduced tire and maintenance cost • Paperless DOT Driver logs Safety Advantages • GPS tracking & monitoring of delivery fleet: Speeding and hard braking alerts • Reduced vehicle accident claims Electronic Driver logs • Higher level of DOT compliance • Higher level of vehicle maintenance
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	No restrictions or additional charges in AK as United Rentals has 2 locations in state. United Rentals currently does not have a location in Hawaii, and would only deliver on a case by case basis that would be negotiated up front with Sourcewell members. United Rentals can service Puerto Rico and the US Virgin Islands, these delivery charges will be negotiated on a case by case basis if equipment is not available on location. Standard Delivery/Pick-up during normal working hours in Canada 159 CAN\$ flat rate (each way) plus 3.25 CAN\$ per kilometer

60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	All delivery options discussed in pervious question. If a unique situation arises that is not covered under the previous options, United Rentals and the requesting Sourcwell member will negotiate at time of request.	*
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Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	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 *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell 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 Sourcwell.	The United Rentals government team will be available to provide up-to-date information. In addition to direct communication with the team a sample report has been provided in the response. United Rentals customer quotes, orders, change orders and updates are recorded within United Rentals' RentalMan computerized rental system. They are recorded in date order, with unique, individualized numerical designations. Customer accounts are identified as eligible to utilize the Sourcwell contract and are identified further within the RentalMan system with a customer level code and United Rentals' pricing agreement for the contract will be loaded into the customer account file. United Rentals will identify and report all product/equipment sourced as part of a Sourcwell contact purchases and provide timely payment of administrative fees to Sourcwell. On a quarterly basis, we will perform analysis of the detailed pricing file, review the pricing agreement for accuracy or updates/changes, and audit the individual customer invoices and transactions for accuracy and compliance with the contract.
63	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell 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.)	United Rentals proposes a 2% administrative fee on all eligible sales and rentals. This represents a 0.25% increase in administrative fees from the current contract.

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

Line Item	Question	Response *
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64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	United Rentals serves its customers as a single-source solution, provided through two business segments: General Rentals and Specialty Rentals: General Rentals offers construction, industrial and homeowner equipment for rent, and related services. Specialty Rentals includes the rental of equipment and tools for underground construction, temporary power, climate control, fluid solutions, disaster recovery, onsite tool management, portable sanitation, and related services. Related Services include United Academy Safety Training, Customer Equipment Servicing, New and Used Equipment Sales, and Third Party Rentals. Please see our attached proposal document for a comprehensive product offering.
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Below is a high-level listing of the equipment categories we can provide. Gen Rent / Aerial • Forklifts • Boom Lifts • Excavators • Scissor Lifts • Compressors • Skid steers • Light Towers Power & HVAC • Generators • Dehumidifiers • Climate Control • Transformers • Power Distribution Panels Fluid Solutions • Pumps • Containment • Filtration Systems • Fluid Transfer • Accessories • Hose, Pipe, & Fittings Tool Solutions • Electrical & Hand Tools • Welding • Mobile Tool Rooms • Custom Boxes • Industrial Blinds • Safety Wearables Trench Safety • Shoring & Shielding • Engineered Systems • Road Plates • Confined Space Safety Onsite Services • Portable Restrooms • Restroom Trailers • Hand-washing Stations • Shower Trailers United Academy – Safety Training • Operator Certification Training • Jobsite Safety Training • OSHA Certified Training Customer Equipment Servicing • Preventative Maintenance • Annual and Quarterly Inspections • Servicing Downed Equipment

		New & Used Equipment Sales • United Rentals sells the equipment that ages out of our rental fleet. • We currently represent approximately 280 manufacturers that have authorized United Rentals to sale New Equipment to Sourcewell members. For this contract our pricing will be setup as a “cost plus” model. Additional details and allowable margins can be found in the pricing file under the New and Used Equipment tab. Provides Rental Fleet Customers with quality used equipment that has always been worked on by manufacturer trained United Rentals technicians. • Keeps our rental fleet at a young age for the customers. Third Party Rentals • United Rentals is providing a re-rental option. We can find equipment from another company and rent it under one United Rentals invoice when needed if our own fleet is out of the requested equipment or doesn't carry it.
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Table 14B: Depth and Breadth of Offered Equipment Products and Services

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

Line Item	Category or Type	Offered *	Comments	
66	Construction Equipment (describe heavy, medium or light in Comment field)	☒ Yes ☐ No	N/A	*
67	Construction Tools	☒ Yes ☐ No	N/A	*
68	Electrical Tools	☒ Yes ☐ No	N/A	*
69	Heating, Ventilation and Air Conditioning (HVAC) Equipment	☒ Yes ☐ No	N/A	*
70	Material Handling Equipment	☒ Yes ☐ No	N/A	*
71	Pumps	☒ Yes ☐ No	N/A	*
72	Concrete and Masonry Equipment and Tools	☒ Yes ☐ No	N/A	*
73	Public Works and Utility Equipment	☒ Yes ☐ No	N/A	*
74	Trucks and Trailers	☒ Yes ☐ No	N/A	*
75	Waste and Debris Handling Equipment	☒ Yes ☐ No	N/A	*
76	Generators	☒ Yes ☐ No	N/A	*
77	Tree, Lawn, and Landscape Equipment	☒ Yes ☐ No	N/A	*
78	Snow and Ice Removal Equipment	☒ Yes ☐ No	N/A	*
79	Facility Maintenance and Cleaning Equipment	☒ Yes ☐ No	N/A	*
80	Safety Equipment	☒ Yes ☐ No	N/A	*
81	Temporary Shelters and Seating	☒ Yes ☐ No	N/A	*
82	Audio Visual Equipment and Public Address Systems	☒ Yes ☐ No	N/A	*
83	Portable Sign Boards, Portable Traffic Signals, Road Barricades and Signs	☒ Yes ☐ No	N/A	*
84	Environmental conditions or Emissions Monitoring Equipment, Calibration and Testing Equipment, and Imaging Equipment	☒ Yes ☐ No	N/A	*
85	Delivery, Installation or Setup, Removal, Repair, Maintenance, Equipment Training Programs, Safety Training Programs	☒ Yes ☐ No	N/A	*
86	Used Rental Equipment Sales	☒ Yes ☐ No	N/A	*

Table 15: Industry Specific Questions

Line Item	Question	Response *
87	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.	The list below are some of the internal metrics that will be tracked and measured to substantiate success of the contract. # of accounts utilizing Sourcewell - Revenue per account utilizing Sourcewell - Total Revenue under contract - Account Growth - Declining and Inactive Accounts As an example, within the last six months 7,190 Sourcewell members have utilized the current United Rentals' Sourcewell contract.
88	Identify any additional costs not included in the rental equipment cost, such as delivery fees, loading and unloading fees, equipment fuel surcharges, environmental fees or permits.	Installation, set up costs for Specialty equipment rental Solutions United Rentals' proposal includes items for specialty equipment solutions such as installation, set up, mandatory training, or initial inspection, the costs of which will be negotiated at the time of the rental quote. Power and HVAC Services may include power and HVAC system start-up support, installation of low voltage cables, installation of temporary chilled water piping, on-site training for Customer's employees, 24/7 technical assistance and on-site support, and monitoring of selected installing trades. Trench Services may include the engineering, delivery and pickup of the trench/shoring system (the "System"). Scaffolding Services may include the installation and dismantling of scaffolding, including all parts and accessories Portable Restroom Services- Additional fees may be charged for tip-overs, relocation of the units on the same site and vandalism/graffiti. Fluid Solutions may include the design, installation, operation, ongoing maintenance, monitoring, and dismantling of the Fluid Solutions system ("Fluid Solutions Services"). Multiple shift for generators and other power equipment Rental charges accrue during Saturdays, Sundays and Holidays. Rental rates are for normal "one-shift" usage based on an eight (8) hours per day, 40 hours per week and 160 hours per four-week period. On power equipment, operations in excess of one shift will be as follows: one and one-half times the rental charge for double shift and two times the rental charge for triple shift. Refueling Service Charge Customer acknowledges that a "Refueling Service Charge" will be applied to all Equipment not returned with a full tank of fuel. The exact cost of the Refueling Service Charge may vary depending on the rate being charged by the branch location on the date Customer returns the Equipment. Customer acknowledges that the Refueling Service Charge is not a retail sale of fuel. Customer may avoid the Refueling Service Charge if Customer returns the Equipment with a full tank of fuel. Tire Repair Repair or replacement of tires and tubes on Equipment is the responsibility of Customer and is not included in the rental rate. Environmental Fee Due to the hazardous nature of some of our waste products, United Rentals charges an Environmental Service Charge on rental invoices for equipment which contains an internal combustion engine, hydraulic oils or similar components. The Charge is 1.84% of the rental charge, with a maximum charge of \$99 per invoice. This charge is not a tax or government mandated fee. We are offering to waive this fee for this new contract in order to provide the participating

		entities additional new savings. Additional Fees Some government entities have special fees, such as the SMM fee in Colorado (Texas and Maryland have similar fees). These fees are setup by local/state government entities, and are charged at the direction of local/state laws. United Rentals passes these fees directly to the customer with no markup. These fees are usually negligible in nature and are included quotes provided by our branches. Rental Protection Plan United Rentals offers an OPTIONAL, affordable and smart way to protect your agency from the unforeseen. The plan covers accidental damage or theft of United Rentals equipment. This RPP coverage must be selected prior to delivery of the equipment. Additional details can be requested from your local branch. See attached document for additional information on our RPP program. Non-governmental agencies (non-profits, NGO, etc.) will be required to provide a certificate of insurance in order to opt out of the RPP program. United Guard Full coverage offered for used equipment (OPTIONAL). Equipment over \$2,500 that is eligible for United Guard™ must be nine years old or newer. Licensed vehicles are not eligible for United Guard. Used equipment must be in rental ready condition at time of sale. United Guard is available within 72 hours of equipment purchase and cannot be renewed once the term expires. Other conditions and restrictions may apply. We have also provided additional information about United Guard™ in the documents section. Standard Delivery during normal working hours Delivery/Pickup Charges – \$120 flat charge (each way) then \$3.95 per mile Standard Delivery/Pick-up during normal working hours in Canada 159 CAN\$ flat rate (each way) plus 3.25 CAN\$ per kilometer	
89	Describe your rent-to-buy option program for new rental equipment, if applicable.	We do not offer rent-to-buy options for new equipment.	*
90	Describe your used rental equipment sales program, if applicable.	United Rentals sells top-quality used equipment that is sourced directly from leading manufacturers. - Customers can buy with confidence, as this equipment is expertly maintained by the same team that services the United Rentals fleet. - Customers can continue to rely on United Rentals for maintenance of any purchased equipment through its Customer Equipment Solutions.	*
91	Describe any training programs related to this proposal, such as OSHA training, safety training, or other related certifications.	United Rentals solves customer safety challenges through instructor-led, online, blended, and virtual reality training through our United Academy. - With more than 80 full-time trainers and more than 400 Certified Evaluators across North America, we were able to train 90,000 customers in 2019. - Our course offerings span equipment operator training, required OSHA courses, and Trench Safety training. - Simplified training management with record consolidation, certification tracking, and individualized wallet cards.	*

92	Describe maintenance responsibility (e.g., vendor or end user) related to long-term rentals.	You don't have time to mess around. United Rentals understands. From our shop to field mechanics, our teams of professionals perform detailed maintenance to keep the equipment on your site working. United Rentals strives to reduce rental equipment breakdowns through a rigorous quality assurance program. This starts with a thorough preventive maintenance program and rent-ready inspections then followed by a condition report so the equipment we deliver on your site is ready-to-work. Equipment productivity is never left to chance. United Rentals takes a number of Industry Leading steps to ensure all rental equipment performs at its' intended peak by the manufacturer. This is a dynamic and multiple step process. United Rentals' proprietary rental software tracks all owned equipment throughout its' entire life from acquisition to disposal, routes/labels equipment status, and even documents all services/PM's/annuals/and more: • An incoming driver denotes any issues noticed on first glance regarding operations, safety, cosmetics, or any damages---notifies the dispatcher/Service Department. • Off-rent equipment that is returned to our facilities are "TRIAGED" to determine if a) can simply go to any factory trained tech or b) must be marked as "hard down" assigning a specialist to handle the process from start to finish. • A trained tech is assigned throughout the process ensuring that all safety devices are intact, general service is performed, standard repairs are made at that time, fluid levels/ changes completed, and 80+ item checklist is completed to verify piece is "Rental Ready." • It's moved to "Rent Ready Status & Ready Line" in branch. • Another check is performed on the equipment at the time of rental/loading. Driver/Yard Associate verifies all safety/ operations are sound • The Driver upon delivery performs a final equipment inspection to ensure proper safe-operations exist. All of this is tracked in a sophisticated electronic system that integrates our Driver handheld units at pickup, to internal service records/scheduling for tech's, to Telematics (GPS) tracking hours to assist in service intervals, to Driver handheld units at delivery. One final manual device is a "rent ready" tag that is initialed by the tech and certifying it is ready for use During the rental, our system estimates use in addition to physical checks and inquiries for hour meter updates. Maintenance steps (requirements) for each category and class of equipment are tracked within our system based on hours, miles and days. Reporting is generated daily for inspection and scheduling purposes. Service and safety bulletins released by manufacturers are loaded centrally and tracked within this same reporting system. We will schedule with Sourcwell to do maintenance during a down time when equipment is on-rent. Customer agrees to check filters, oil, fluid levels and tire air pressure, to clean and visually inspect the equipment daily and to immediately notify United Rentals when equipment needs repair or maintenance. Should the equipment be involved in an accident, become unsafe, malfunction or require repair, customer shall immediately cease using the equipment and immediately notify United Rentals.
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93	Describe procedures for repair or replacement of rental equipment that becomes inoperable during the rental period.	We strive to lead our industry in service performance, particularly when it comes to equipment maintenance and readiness for rental. United Rentals invests in our service personnel to ensure that they are up to speed on manufacturer's service requirement with internal or manufacturer sponsored training. We have also invested heavily in resources designed to make our company more efficient in maintaining our equipment to the highest standards. All 1180+ United Rentals locations use the same systems in order to ensure that Preventive Maintenance, ANSI inspections and manufacturer's service bulletins are being completed with integrity per our company procedure. Some of the specific procedures are: • Preventive maintenance: PM's are governed by the stricter of two regulatory programs: Either 1) Per manufacturer's recommendation of service requirement or; 2) Perform an inspection inside of 90 days and / or service of the equipment with 250 operating hours. The "Rental Flow" process also tracks pending PM's due for service personnel to monitor. These PM's are performed at our locations as well as at customer locations by qualified field service technicians. • ANSI inspections on aerial equipment, booms and scissors, are required by law. United Rentals has a NO-EXCEPTIONS policy related to ANSI inspections; if a unit does not receive this inspection within a year from its last date, it is taken out of rental service. • Manufacturer's service bulletins are handled as United Rentals is notified, either in our shops or in the field. United Rentals can provide a response to issues within 2 hours and a full resolution to issues within 24 hours to Sourcwell participating entities. In the unlikely event that a problem should arise, Sourcwell simply needs to contact the local branch or the 24-Hour National Account Customer Solution Center to advise them of the issue. United Rentals will then work with Sourcwell to amicably resolve the issue to the parties' mutual satisfaction. To the extent there is a problem with a piece of equipment, United Rentals will deploy one of its factory-trained technicians to perform the repair and/or supply the necessary parts. United Rentals promptly responds to repair and maintenance service calls. Our qualified staff routinely handles situations over the phone to gain instant resolution, or assist in a faster "triage" of the equipment prior to arriving on site. In the event the equipment cannot be repaired on site, United Rentals will replace the equipment as quickly as it can.
94	Explain the procedures and timelines for providing equipment to a vendor or dealer location that does not have a piece of equipment in inventory.	A request for equipment can be made through the Government Sales and Service Center – getting the requested equipment to the member will be handled on a case by case basis and members will be notified of a timeframe of availability and delivery. Re-Rent Policy: Occasionally, equipment that is not in the UR network may be sourced from outside the company. This service is rare due to our fleet size and our ability to share equipment between branches. In order to provide maximum responsiveness for our customers, any equipment that is re-rented will be charged a locally managed mark-up from the inter-company discounted rate and will not be subject to the pricing discount agreement with Sourcwell, but negotiated with the member prior to purchase order award.

95	Describe the extent to which your proposal includes a customer owned equipment repair program. f applicable, describe the types of repair procedures, including transportation, on-site repair, labor and parts costs, or warranty offering.	How you manage your fleet can have a big impact on driving overall worksite performance. And that's why we created a site-specific Fleet Maintenance Management Program to help you maintain-and manage-your owned equipment and site vehicles using the same systems, processes and expertise we apply every day to our more than 14+ billion dollars in fleet. From inspections and repairs to utilization tracking and strategic consulting, our experts can keep your assets ready when you are-and help you get the most from your investment in fleet. Working together, we'll build out a site-specific program that maximizes the benefits based on your site's needs. You focus on running your worksite, while we turn the challenges of managing your fleet into an efficient, hassle-free operation. Primary components of most fleet management solutions include: • Maintenance Services • Parts and Material Management • Fleet Systems • Fleet Advisory We'll station a dedicated team of our factory-trained, certified mechanics right on your site. No repair is too complex, and every repair is done with the same level of quality and expertise we use to condition our more than 690K+ unit rental fleet. f we can't service something ourselves, we'll contract the right vendors on your behalf. We will design a parts and material program to meet the immediate needs of critical and non-essential assets while balancing the requirements (and expense!) of stocked parts to that of just-in-time delivery. We have the brands you rely on for every kind of fix, from routine tune-ups to major repair. All labor pricing is included in the attached pricing spreadsheet.
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Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. t is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Strength and Stability](#) - Financial Strength & Stability.zip - Monday June 22, 2020 14:58:13
- [Marketing Plan/Samples](#) - Sourcewell Equipment Rental Marketing Plan.zip - Tuesday June 23, 2020 12:10:31
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - RPP & United Guard.zip - Monday June 22, 2020 15:06:22
- [Pricing](#) - 2020_Sourcewell_RFP 062320 Pricing_FINAL.xlsx - Monday June 22, 2020 15:07:37
- [Additional Document](#) - Sourcewell Equipment Rental RFP 062320.pdf - Monday June 22, 2020 15:09:14

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://www.sam.gov/portal/3>; 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. - Craig A. Schmidt, Vice President National Accounts, United Rentals (North America), Inc.

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_8_Equipment_Rental_RFP_062320 Mon June 15 2020 09:00 AM	☒	1
Addendum_7_Equipment_Rental_RFP_062320 Tue June 9 2020 03:02 PM	☒	1
Addendum_6_Equipment_Rental_RFP_062320 Mon June 8 2020 03:27 PM	☒	1
Addendum_5_Equipment_Rental_RFP_062320 Wed June 3 2020 04:28 PM	☒	1
Addendum_4_Equipment_Rental_RFP_062320 Wed June 3 2020 07:49 AM	☒	1
Addendum_3_Equipment_Rental_RFP_062320 Mon June 1 2020 09:20 AM	☒	1
Addendum_2_Equipment_Rental_RFP_062320 Tue May 12 2020 04:30 PM	☒	1
Addendum_1_Equipment_Rental_RFP_062320 Tue May 5 2020 02:24 PM	☒	1

United Rentals # 062320-URI

Pricing for contract # 062320-URI is provided at a national, “not-to-exceed” rate per category and class of equipment. United Rentals does not maintain a published list rate as such a specific discount cannot be calculated. The pricing offered is calculated utilizing input from regional pricing, local and national market conditions and anticipated rental spend, developed specifically for NJPA member stakeholders. Pricing is established by a Category-Class listing within the United Rentals system. Our pricing offered TAB F is ceiling based pricing – Not To Exceed, where our branch network will not be allowed to charge higher rates. The pricing does allow for a downward market flex and pricing can be lowered.



Proposal Evaluation
RFP #062320 Equipment Rental with Related Services

	Possible Points	Acme Operations, LLC	Ahern Rentals Inc.	Altec Industries, Inc.	Betts Platinum Group LLC	Caterpillar Inc	Clark Equipment Company	Compactor Rentals of Amercia, LLC	Federal Signal Corporation	Hitrac 1974
Conformance to RFP Requirements	50	42	42	43	37	44	45	42	43	37
Pricing	400	319	319	338	264	336	309	338	324	305
Financial Viability and Marketplace Success	75	59	61	65	52	68	67	60	67	52
Ability to Sell and Deliver Service	100	68	78	85	61	87	88	77	86	57
Marketing Plan	50	38	45	45	38	44	44	41	39	36
Value Added Attributes	75	55	60	61	58	68	64	62	66	56
Warranty	50	42	43	42	24	43	42	45	45	38
Depth and Breadth of Offered Equipment, Products, or Services	200	161	178	157	128	176	158	144	154	157
Total Points	1,000	784	826	836	662	866	817	809	824	738
Rank Order		9	5	4	16	2	7	8	6	14

	Possible Points	HVAC Mechanical Services of Texas Ltd	JAPA Equipment Rentals Inc.	Nesco, LLC	Pacesetter Equipment Ltd.	PowerSecure Inc	Premier Truck Rental	Street Smart Rental LLC	Sunbelt Rentals	UNITED RENTALS (NORTH AMERICA), INC.
Conformance to RFP Requirements	50	32	40	41	35	39	27	40	42	45
Pricing	400	225	326	301	303	307	238	303	326	343
Financial Viability and Marketplace Success	75	51	53	61	48	64	43	58	66	69
Ability to Sell and Deliver Service	100	52	57	76	65	76	50	77	88	92
Marketing Plan	50	34	38	42	37	43	30	42	45	46
Value Added Attributes	75	43	56	57	48	56	39	61	63	62
Warranty	50	31	43	39	34	44	35	41	42	44
Depth and Breadth of Offered Equipment, Products, or Services	200	135	158	156	145	134	123	145	189	189
Total Points	1,000	603	771	773	715	763	585	767	861	890
Rank Order		17	11	10	15	13	18	12	3	1

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Kim Austin
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Kim Austin, MBA, CPPB, Procurement Lead Analyst

DocuSigned by:
Brandon Town
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Brandon Town, CPSM, CPSPD, Procurement Analyst

DocuSigned by:
Michael Muñoz
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Michael Muñoz, CPPB, Procurement Analyst

DocuSigned by:
Stephanie Haataya
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Stephanie Haataya, CPIM, Procurement Analyst



COMMENT AND REVIEW
to the
REQUEST FOR PROPOSAL (RFP) 062320
Entitled

Equipment Rental with Related Services

The following advertisement was placed April 30, 2020 in Utah's *The Salt Lake Tribune*, in *USA Today*, in South Carolina's *The State*, and on the Sourcewell website www.sourcewell-mn.gov, Sourcewell Procurement Portal <https://proportal.sourcewell-mn.gov>, Biddingo, Merx, The New York State Contract Reporter www.nyscr.ny.gov, PublicPurchase.com, and May 1, 2020 in Oregon's *Daily Journal of Commerce*:

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Equipment Rental with Related Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than June 23, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

The solicitation process was conducted through the Sourcewell Procurement Portal. The following parties expressed interest in the solicitation by registering for this opportunity within the portal:

ABC Rental Center of Parma Hts., Inc.	Jade Equipment Company, Ltd.
Acme Operations, LLC	JAPA Equipment Rentals, Inc.
Aggreko, LLC	Komatsu America Corp.
Ahern Rentals, Inc.	LTL Contracting, Ltd.
All South Shore Medical Supply, Inc.	Max Distributing / BCS America
Altec Industries, Inc.	Midstates Equipment and Supply
ATS Traffic Saskatchewan	Nesco, LLC
Bar Star Energy	North Fringe Industrial Technologies, Inc.
Betts Platinum Group, LLC	Pacesetter Equipment, Ltd.
Bobcat of Brookings, Inc.	Phenix Enterprises, Inc.
Brandt Truck Rigging & Trailers	PowerSecure, Inc.
Brindlee Mountain Fire Apparatus, LLC	Premier Truck Rental
Canadrone Inspection & Imaging Services	Prime Vendor, Inc.
Capital Industrial Sales & Service, Ltd.	Quality Forklift Sales and Service, Inc.

Caterpillar, Inc.	Rain for Rent
Chadwick-Baross, Inc.	Regina Construction Association
Clark Equipment Company	Sound Art Calgary, Inc.
Climate by Design International, Inc.	Sterling Truck and Trailer Sales, Ltd.
Collicutt Energy Services Corp.	Street Smart Rental, LLC
Compactor Rentals of America, LLC	Sunbelt Rentals
Complete Equipment	Sunbelt Rentals of Canada
Corporate Leasing Associates, Inc.	TEC Equipment
Dynamic Air Solutions	ThorWorks Industries
Enviro-management Partners, LLC	TNT Crane & Rigging Canada, Inc.
Federal Contracts Corp.	Tobroco Machinery, LLC
Federal Signal Corporation	Toromont Cat, A Division of Toromont Industries, Ltd.
FST Canada, Inc.	United Rentals (North America), Inc.
Green Climber of North America	Webb Contracting
Hitrac 1974	Western Materials Handling & Equipment, Ltd.
HVAC Mechanical Services of Texas, Ltd.	Whitehead Electric Co., Inc.
Industrial Power, LLC	

All Proposals remained sealed within the Sourcewell Procurement Portal until the scheduled due date and time. Proposals were electronically opened, and the list of all Proposers was made publicly available on the Sourcewell Procurement Portal, on June 23, 2020 at 4:31 pm CT. Proposals were received from the following:

Acme Operations, LLC
 Ahern Rentals, Inc.
 Altec Industries, Inc.
 Betts Platinum Group, LLC
 Caterpillar, Inc.
 Clark Equipment Company
 Compactor Rentals of America, LLC
 Federal Signal Corporation
 Hitrac 1974
 HVAC Mechanical Services of Texas, Ltd.
 JAPA Equipment Rentals, Inc.
 Nesco, LLC
 Pacesetter Equipment, Ltd.
 PowerSecure, Inc.
 Premier Truck Rental
 Street Smart Rental, LLC
 Sunbelt Rentals
 United Rentals (North America), Inc.

Proposals were reviewed by the Proposal Evaluation Committee:

Kim Austin, CPPB, Procurement Lead Analyst
 Brandon Town, CPSM, CPSD, Procurement Analyst
 Michael Muñoz, CPPB, Sourcewell Procurement Analyst
 Stephanie Haataja, CPIM, Procurement Analyst

The findings of the Proposal Evaluation Committee are summarized as follows:

The Proposal Evaluation Committee applied the Sourcewell RFP evaluation criteria and determined that all proposal responses met the scope and mandatory submittal requirements and were evaluated.

Global Rental, a subsidiary of Altec Industries, Inc., offers participating entities a wide variety of products including aerial devices, cranes, dump trucks, cable handlers, pole trailers, and a variety of other options to meet their public utility needs. Global Rental has a robust sales force covering the United States and Canada and 24-hour mobile emergency service available. Global Rental offers a competitive discount to Sourcewell participating entities.

Caterpillar Inc. (CAT), offers construction, mining, energy, and transportation equipment. With a vast independently owned dealer network they are able to provide coverage throughout the United States and Canada. CAT dealers rent a wide variety of CAT branded equipment, as well as equipment of other represented brands. In addition to rentals, Caterpillar is bringing access to used machine sales, parts, and service. Sourcewell participating agencies will receive discounted, not to exceed pricing.

Sunbelt Rentals is offering a full line of rental equipment including general tool and construction equipment, climate control, power generation, pump solutions, ground protection, temporary bridging, trench shoring, scaffolding, safety training, and used equipment sales. They have a vast network of locations throughout the United States and Canada and offer 24/7 customer support. Sunbelt Rentals is offering significantly discounted rates for Sourcewell participating entities.

United Rentals, Inc., is offering Sourcewell a comprehensive selection of general and specialized rental equipment such as construction, power and HVAC equipment, fluid pumping equipment, trench safety and shoring, onsite services, and tool solutions. Their rental equipment is available to Sourcewell members across the United States and Canada at over 1000 United Rental branch locations. Comprehensive certification and training for all equipment is provided by the United Academy, including a robust library of courses, and OSHA required training. All products proposed by United Rentals are being provided at competitive pricing with a solid discount.

For these reasons, the Sourcewell Proposal Review Committee recommends award of Sourcewell Contract #062320 to:

Altec Industries, Inc.	062320-ALT
Caterpillar Inc.	062320-CAT
Sunbelt Rentals	062320-SNB
United Rentals, Inc.	062320-URI

The preceding recommendations were approved on August 24, 2020.

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Kim Austin

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Kim Austin, CPPB, Procurement Lead Analyst

Sourcewell

Page 4 of 5

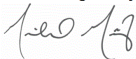
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Brandon Town, CPSM, CPSD Procurement Analyst

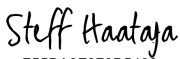
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Michael Muñoz, CPPB, Sourcewell Procurement Analyst

DocuSigned by:



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Stephanie Haataja, CPIM, Procurement Analyst

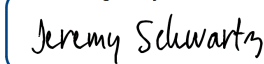
STATEMENT OF COMPLIANCE

As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for **RFP #062320 for Equipment Rental with Related Services**.

The committee accepted, deemed responsive, evaluated, and recommended proposals for award. Under authority granted to the Chief Procurement Officer in Sourcewell's bylaws, the recommendations set forth above are approved.

I hereby certify:

1. Sourcewell is a government agency, created and authorized by Minnesota law to provide cooperative procurement contracts.
2. The procurement process and resulting contracts have been awarded in compliance with the laws of the State of Minnesota (Minnesota Statutes Chapter 471 and Minnesota Statutes Section 123A.21), and in conformity to Sourcewell's Procurement Policy.

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Jeremy Schwartz, CSSBB, CPPO
Chief Procurement Officer



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date			
Tuesday, February 27, 2024			
Agenda Item Name			
Resolution No. 2024-010R <i>Budget Amendment</i>			
Requested Action			
Request approval of Resolution No. 2024-010R to amend the Fiscal Year 2024 Budget.			
Staff Report			
Resolution No. 2024-010R is proposed to amend the Fiscal Year End 2024 Budget. This resolution formally amends the budget for Council Actions since October 2023 (first quarter of the fiscal year) along with subsequent requested department updates. For the funds included, the amendment reflects an increase in budgeted revenues of \$2,550,250 and an increase in expenses of \$10,399,257. As a result of the amendment, the budgeted fund balances decreased by \$7,849,007. The primary factor is the rollover of capital projects from the previous fiscal year as referenced in the final Fiscal Year 2023 amendment.			
Additional Analysis			
Fiscal Impact Summary			
	<u>Current Budget</u>	<u>Proposed Amendments</u>	<u>Ending Budget</u>
Total Revenues	\$ 117,262,837	\$ 2,550,250	\$ 119,813,087
Total Expenses	\$ 128,917,551	\$ 10,399,257	\$ 139,316,808
Fiscal Impact	Fund Number and Description		Available Budget Amount
Exhibits Attached (copies of original agreements)			
1.	2024-010R - Budget Amendment (2.16.2024)	2024-010R - Budget Amendment (2.16.2024).pdf	



**CITY OF CLERMONT
RESOLUTION NO 2024-010R**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AUTHORIZING BUDGET AMENDMENTS FOR THE CITY OF CLERMONT FOR FISCAL YEAR 2023-2024.

WHEREAS, it is hereby found and determined by the City Council of the City of Clermont, Lake County, Florida, that the following budget amendments being more particularly described in Exhibit "A" attached hereto and made a part hereof, are necessary for the Fiscal Year October 1, 2023 to September 30, 2024.

NOW, THEREFORE, BE IT RESOLVED, that the above said budget amendments of the City of Clermont for the Fiscal Year 2023-2024 are hereby adopted.

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



**CITY OF CLERMONT
RESOLUTION NO 2024-010R**

Exhibit "A"

REVENUES

FUND	CURRENT BUDGET		AMENDED AMOUNT	NEW BUDGET
100 General Fund				
Permits, Fees & Special	\$	4,361,000	\$ 375	\$ 4,361,375
Intergovernmental	\$	6,195,200	\$ 311,000	\$ 6,506,200
Charges For Services	\$	3,109,437	\$ 3,500	\$ 3,112,937
Fines & Forfeitures	\$	65,000	\$ 27,600	\$ 92,600
Miscellaneous	\$	988,125	\$ 443,475	\$ 1,431,600
100 General Fund Total	\$	14,718,762	\$ 785,950	\$ 15,504,712
110 - Building Services				
Permits, Fees & Special	\$	1,814,200	\$ (4,200)	\$ 1,810,000
Charges For Services	\$	-	\$ 4,200	\$ 4,200
110 - Building Services Total	\$	1,814,200	\$ -	\$ 1,814,200
410 - Water				
Miscellaneous	\$	396,000	\$ 5,700	\$ 401,700
410 - Water Total	\$	396,000	\$ 5,700	\$ 401,700
430 - Water Impact				
Permits, Fees & Special	\$	2,812,524	\$ 89,000	\$ 2,901,524
430 - Water Impact Total	\$	2,812,524	\$ 89,000	\$ 2,901,524
440 - Sewer Impact				
Permits, Fees & Special	\$	7,259,490	\$ 413,400	\$ 7,672,890
440 - Sewer Impact Total	\$	7,259,490	\$ 413,400	\$ 7,672,890



**CITY OF CLERMONT
RESOLUTION NO 2024-010R**

520 - Group Self Insurance						
Miscellaneous	\$	191,000	\$	1,256,200	\$	1,447,200
520 - Group Self Insurance Total	\$	191,000	\$	1,256,200	\$	1,447,200
Amended Revenue Total	\$					2,550,250

EXPENDITURES

FUND	CURRENT BUDGET		AMENDED AMOUNT	NEW BUDGET	
100 - General Fund					
Personnel Services	\$	35,216,032	\$	25,750	\$ 35,241,782
Operating Expenses	\$	10,821,503	\$	212,444	\$ 11,033,947
Capital Outlay	\$	681,015	\$	745,755	\$ 1,426,770
100 - General Fund Total	\$	46,718,550	\$	983,949	\$ 47,702,499
110 - Building Services					
Operating Expenses	\$	698,584	\$	3,000	\$ 701,584
110 - Building Services Total	\$	698,584	\$	3,000	\$ 701,584
120 - Infrastructure					
Operating Expenses	\$	698,066	\$	5,155	\$ 703,221
Capital Outlay	\$	2,646,111	\$	442,318	\$ 3,088,429
Debt Service	\$	102,790	\$	1,900	\$ 104,690
120 – Infrastructure Total	\$	3,446,967	\$	449,373	\$ 3,896,340
130 - Cemetery					
Operating Expenses	\$	38,425	\$	1,800	\$ 40,225
Capital Outlay	\$	130,000	\$	521,000	\$ 651,000
130 – Cemetery Total	\$	168,425	\$	522,800	\$ 691,225



**CITY OF CLERMONT
RESOLUTION NO 2024-010R**

140 - Recreation Impact				
Capital Outlay	\$	2,125,000	\$	(25,000) \$ 2,100,000
140 - Recreation Impact Total	\$	2,125,000	\$	(25,000) \$ 2,100,000
150 - Police Impact				
Capital Outlay	\$	367,800	\$	98,938 \$ 466,738
150 - Police Impact Total	\$	367,800	\$	98,938 \$ 466,738
160 - Fire Impact				
Capital Outlay	\$	-	\$	2,300,250 \$ 2,300,250
160 - Fire Impact Total	\$	-	\$	2,300,250 \$ 2,300,250
320 - Capital Projects				
Capital Outlay	\$	236,000	\$	3,278,457 \$ 3,514,457
320 - Capital Projects Total	\$	236,000	\$	3,278,457 \$ 3,514,457
410 - Water				
Operating Expenses	\$	5,930,842	\$	147,047 \$ 6,077,889
Capital Outlay	\$	2,458,000	\$	110,417 \$ 2,568,417
410 - Water Total	\$	8,388,842	\$	257,464 \$ 8,646,306
420 - Sewer				
Operating Expenses	\$	4,697,834	\$	100 \$ 4,697,934
Capital Outlay	\$	4,614,000	\$	450,257 \$ 5,064,257
420 - Sewer Total	\$	9,311,834	\$	450,357 \$ 9,762,191
430 - Water Impact				
Capital Outlay	\$	5,250,000	\$	86,590 \$ 5,336,590
430 - Water Impact Total	\$	5,250,000	\$	86,590 \$ 5,336,590
450 - Stormwater				
Operating Expenses	\$	548,695	\$	5,010 \$ 553,705
Capital Outlay	\$	400,000	\$	10,259 \$ 410,259
Debt Service	\$	-	\$	351,000 \$ 351,000
450 - Stormwater Total	\$	948,695	\$	366,269 \$ 1,314,964



**CITY OF CLERMONT
RESOLUTION NO 2024-010R**

490 - Sanitation						
Operating Expenses	\$	2,564,048	\$	100	\$	2,564,148
Capital Outlay	\$	1,500	\$	1,590,410	\$	1,591,910
Debt Service	\$	120,384	\$	5,000	\$	125,384
490 – Sanitation Total	\$	2,685,932	\$	1,595,510	\$	4,281,442
10A - PD Asset Forfeiture						
Operating Expenses	\$	-	\$	31,300	\$	31,300
10A - PD Asset Forfeiture Total	\$	-	\$	31,300	\$	31,300
Amended Expense Total					\$	10,399,257



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 27, 2024		
Agenda Item Name		
Resolution No. 2024-011R <i>Updated Statewide Mutual Aid Agreement</i>		
Requested Action		
The Fire Department is requesting approval of Resolution 2024-011R and execution of the 2023 Statewide Mutual Aid Agreement		
Staff Report		
The Statewide Mutual Aid Agreement (SMAA) is the primary mechanism utilized by the Florida Division of Emergency Management (FDEM) to facilitate emergency responses from local and state response partners across jurisdictional lines and oversee the reimbursement of costs resulting from emergency response deployments. The SMAA ensures an integrated and unified effort before, during, and after emergencies, planned events, and disasters; and defines and regulates how assisting agencies under the agreement track eligible costs and receive reimbursement when providing assistance under the agreement. The City of Clermont has been a signatory of the SMAA since 2001, which has undergone several revisions since that time, with the latest update published in 2023. A resolution adopting the updated version of the SMAA and a corresponding, updated agreement between the City and the FDEM is required following updates to the SMAA to ensure that when Clermont provides or requests aid through agreement during an emergency or anticipated emergency, that the City is operating under the current version of the agreement. Adopting Resolution 2024-011R and executing the 2023 Statewide Mutual Aid Agreement make the City of Clermont compliant with the current policies and procedures for emergency responses coordinated through the FDEM.		
Additional Analysis		
Fiscal Impact Summary		
Potential costs are included in the department's annual budget. Costs eligible for reimbursement are outlined in Article VIII of the agreement.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2024-011R - Statewide Emergency Mutual Aid Agreement (2.14.2024)	2024-011R - Statewide Emergency Mutual Aid Agreement (2.14.2024).pdf	



CITY OF CLERMONT
RESOLUTION NO. 2024-011R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A STATEWIDE MUTUAL AID AGREEMENT WITH FLORIDA DIVISION OF EMERGENCY SERVICES FOR MUTUAL AID IN THE EVENT OF AN EMERGENCY AND DISASTER; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS, the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS, this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

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

SECTION 1:

In order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster the Statewide Mutual Aid Agreement which is attached hereto and incorporated as Exhibit “A” is hereby approved and the Mayor is authorized and directed to execute the agreement.

SECTION 2: CONFLICT

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

SECTION 3: SEVERABILITY

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



CITY OF CLERMONT
RESOLUTION NO. 2024-011R

SECTION 4: ADMINISTRATIVE CORRECTION

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

SECTION 5: PUBLICATION AND EFFECTIVE DATE

This Resolution shall take effect immediately upon its adoption.



CITY OF CLERMONT
RESOLUTION NO. 2024-011R

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



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

- A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The “Division” is the Florida Division of Emergency Management.
- C. A “Requesting Party” to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An “Assisting Party” to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The “Period of Assistance” is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A “Mission” is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A “local government” is any educational district, special district, or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An “educational district” is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A “tribal council” is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A “Resource Support Agreement” as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. “Proof of work” as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals’ emergency response activity at a tactical level.



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- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



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Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)¹.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

¹ FDEM approved documents such as activity logs and mutual aid forms can be found at:
https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D



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- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



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- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



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- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



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ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



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supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Any Participating Party that elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement shall be provided to each Participating Party.
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



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ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



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Kevin Guthrie, Executive Director

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section E of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

CITY OF CLERMONT

By: _____

By: _____

Mayor Tim Murry

Clerk or Deputy Clerk

Date: _____

Approved as to Form:

By: _____

Daniel F. Mantzaris, City Attorney



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 27, 2024		
Agenda Item Name		
Event, Open Container and Road Closure Request <i>Suntoberfest</i>		
Requested Action		
Recommend to approve the event, road closure and open containers for Suntoberfest.		
Staff Report		
Suncreek Brewery has requested Minneola Avenue between 7th and 8th Street to be closed beginning from 7 a.m. on Saturday, October 5, 2024, to 11 p.m. on Sunday, October 6, 2024, to host the Suntoberfest event. The event will run from 1 p.m. – 9 p.m. on Saturday, and 1 p.m. – 7 p.m. on Sunday. They have also requested open containers within the designated street closure area. The event organizer must comply with all safety requirements from the Clermont Police and Fire Departments and will dispense alcohol from their licensed establishment.		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 10-5--6-24 Suntoberfest Application	10-5--6-24 Suntoberfest Application.pdf	
2. map	map.pdf	



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

5/5/24

Today's Date 01/19/2024
Name of Event SUNTOBERFEST 2024
Date(s) of Event 10/05/24 - 10/06/24 Estimated Attendance: 500-750
Event Start Time: 1 PM SATURDAY Event End Time: 7 PM SUNDAY
Before Event Setup Time: 7 AM Saturday After Event Cleanup Time: 11:30 PM Sunday
Name of Organization/Applicant Suncreek Brewery / Michael Ali's Coal Fired Pizza

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

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

Non-Profit documentation must be provided with application.

Tax Exempt ☐ Yes ☒ No If yes, provide Tax Exempt # _____

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

Federal ID # or Driver's License # 81-1334584

Event Contact William Downs Email bill@suncreekbrewery.com

Day Phone 352-636-9089 Cell Phone _____

Address 790 W. Minneola Ave City Clermont State _____ Zip 34711

Secondary Contact _____ Phone # _____

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

Briefly Describe Event: Suntoberfest street party with live music and entertainment. Due to new setup / layout, no other businesses will be blocked by this event.

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

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

Other Location: West Minneola Ave between 7th and parking lot in front of Suncreek. See map

PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AND RETURN WITH YOUR APPLICATION

Alcohol Served: ☒ Yes ☐ No

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

Canopy/Tent Use: ☒ Yes ☐ No Size of Tent* 16x16

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

Electrical Use: ☒ Yes ☐ No Describe the need: _____

Additional permits may be required based on use

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

Gas Fueled Equipment: ☒ Yes ☐ No Describe Use: _____

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

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

Cooking Equipment Use: ☐ Yes ☒ No

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

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

Insurance may be required by provider

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

Insurance may be required by provider

Pyrotechnic/Fireworks Displays: ☐ Yes ☒ No

*If Yes, requires separate approval process completed by Company with the Fire Prevention Division.
The release of Sky Lanterns is not permitted under state law.*

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

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

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

*If Yes, requires separate approval process completed by applicant with the Clermont Police Department and Clermont Fire Department.
Law enforcement or fire/ems stand-by may be required by the City for certain events/activities and at the applicant's cost.*

Live Television or Radio Broadcast: ☐ Yes ☐ No

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

Describe: Stage Location as indicated. Various live act will be performing daily.

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

Banners or Attention Getting Devices: ☐ Yes ☐ No

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

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

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

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

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

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

SPECIAL EVENTS COST ESTIMATOR

NAME OF EVENT:	SUNTOBERFEST 2024		
DATE OF EVENT:	10/5/2024 - 10/06/2024		
EVENT CONTACT:	William Downs		
REFUND MAILING ADDRESS:	Suncreek Brewery		
	Street Address		
	790 W. Minneola Ave		34711
	City	ST	Zip
CELL PHONE:	352-636-9089		

Payment Deadline:

Application Fee and deposit are due upon submission

Final payment is due 30 days prior to event date.

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

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

Resident/Non-Profit rate is defined as

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

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

Non-Resident/Business rate is defined as

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

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

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

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

Indemnification, Insurance and Additional Costs

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

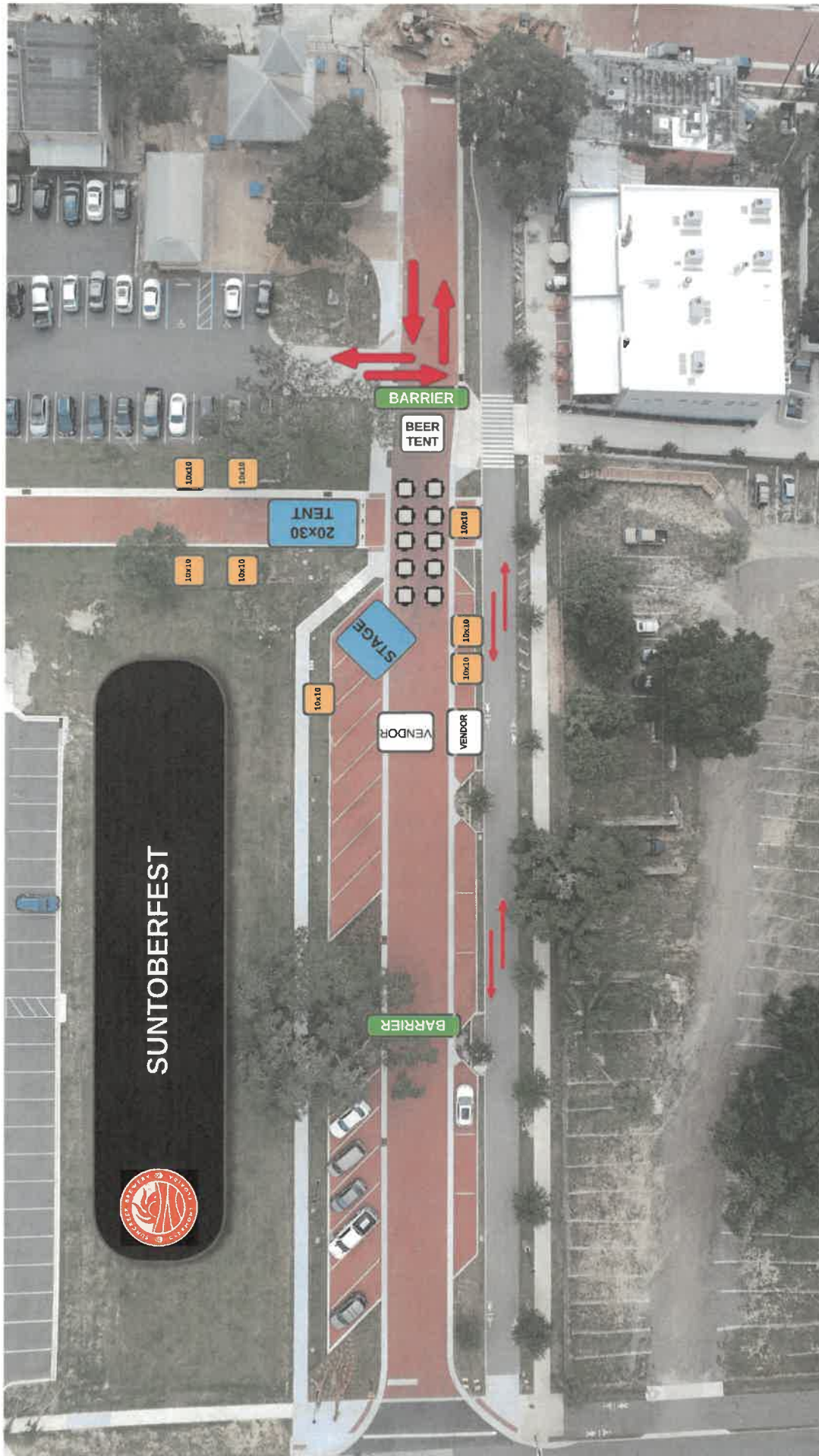
	Owner
Applicant's Signature	Title
William Downs	01/19/24
Printed Name	Date

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

Department / Division Routing:

- | | | |
|-----------------------|-------------------------------|--------------------|
| a) Parks & Rec. Dept. | b) Police Department | c) Fire Department |
| d) Public Works Dept. | e) Development Services Dept. | |

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



FACILITY SALES RECEIPT



Receipt # 110425
Payment Date: 01/22/24
Household: 5156

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

Suncreek Brewery
 790 W. Minneola Ave
 Clermont FL 34711
 bill@suncreekbrewery.com

Reservation Details: Downtown, Downtown - Misc Location

Reserv. Contact: **Suncreek Brewery**
 Phone Number: **(352)636-9089**
 Reserv. Number: **18664**
 Status: **Firm**
 Purpose: **Suntoberfest 2024**
 Anticipated Count: **750**

<u>Date(s) And Times</u>	<u>New Fees</u>	<u>Total Fees</u>	<u>New Paid</u>	<u>Total Paid</u>	<u>Amount Due</u>
Sat 10/05/2024 @ 6:00A thru Sun 10/06/2024 @ 10:00P	10.00	10.00	0.00	0.00	10.00
Deposit:	150.00	150.00	150.00	150.00	0.00

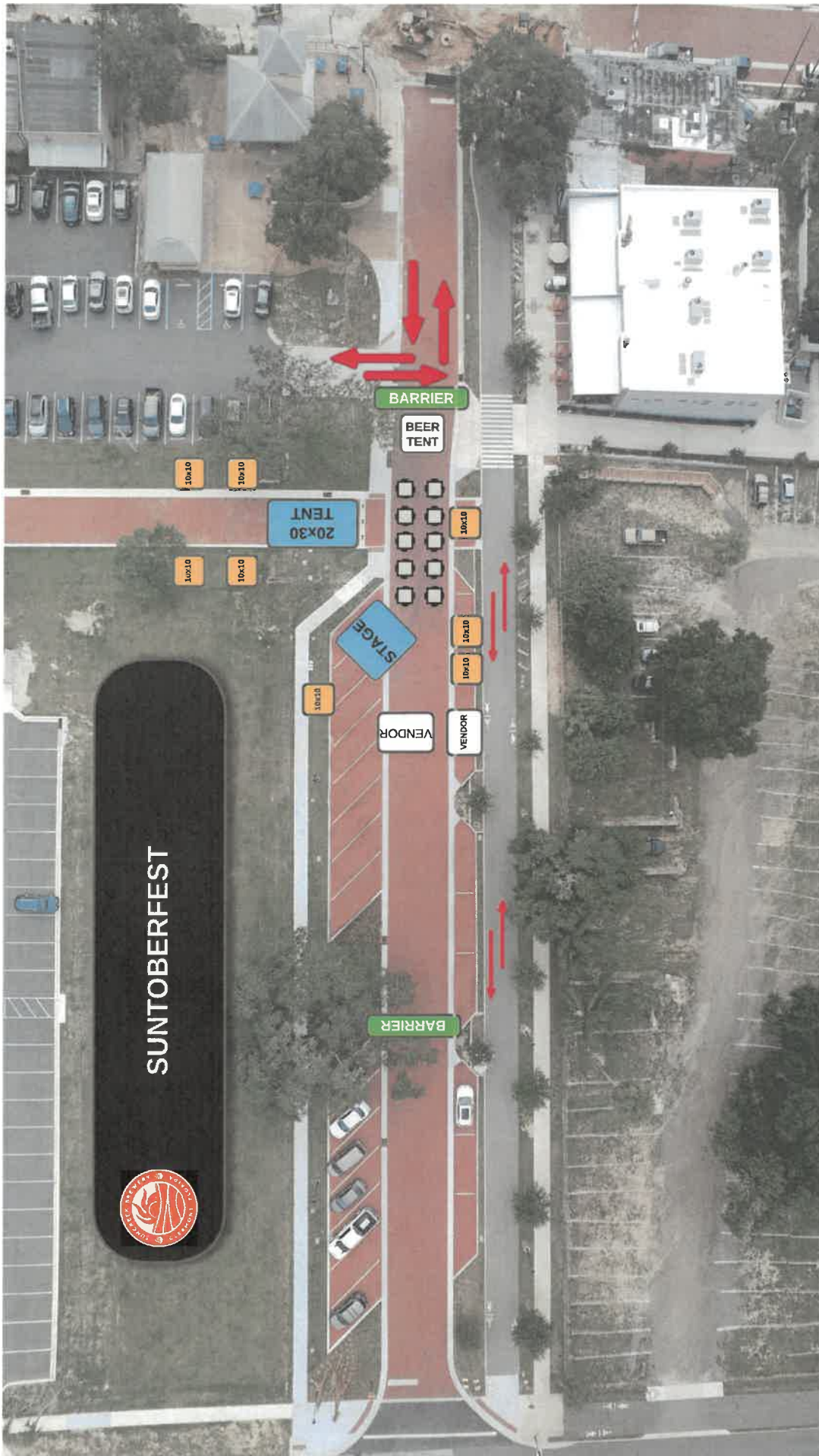
<u>Fee Description</u>	<u>Amount</u>	<u>Count</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Total Fee</u>
Application Fee	10.00	1.00	0.00	0.00	10.00
Deposit	150.00	1.00	0.00	0.00	150.00

Special Questions: **Police Requests:**
Fire Requests:

Processed on 01/22/24 @ 11:17 am by rice

Total New Deposit Fees	150.00
Total New Fees	10.00
Total Due	160.00
Total Deposit Fees Paid	150.00
Total Fees Paid	0.00
Total Paid	150.00
Balance From Receipt	10.00

Payment of: 150.00 Made By: Credit Balance With Reference:





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 27, 2024		
Agenda Item Name		
Task Order <i>Powell Studio Architecture</i>		
Requested Action		
Approval of task order		
Staff Report		
This task order is for the design and engineering for the Meet Us In The Middle Park & Docking Facility. Included is the necessary architectural, landscape architecture, irrigation design, mechanical, electrical, plumbing and structural engineering (for the vertical structures). The task order provides additional information. The On-Call Professional Architectural Services contract was approved on August 13, 2019, No. 2019-56		
Additional Analysis		
Fiscal Impact Summary		
The fiscal impact of \$353,500 shall be paid out of Parks and Recreation Impact Fees.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Clermont 8th Street Waterfront REVPRO 103023	Clermont 8th Street Waterfront REVPRO 103023.pdf

September 12, 2023

Revised October 30, 2023

Mr. Scott Davidoff, CPRP
Deputy City Manager
CITY OF CLERMONT
685 W. Montrose Street
Clermont, Florida 34711

PROPOSAL FOR PROFESSIONAL SERVICES

FOR THE

8TH STREET / MEET US IN THE MIDDLE PARK & DOCKING FACILITY

CLERMONT, FLORIDA

Powell Studio Architecture is pleased to submit the following proposal to provide professional architectural and engineering design services. We appreciate your consideration and look forward to serving you on this project.

PROJECT DESCRIPTION

The City of Clermont intends to redevelop the waterfront property located Osceola Avenue between 8th Street & 7th Street in Downtown Clermont. Through a schematic design phase that received public input, a preliminary design was proposed which includes a new multipurpose fishing pier with integral breakwater, as well as major modifications to the shoreline landscape which will provide community amenities and enhancements that will poise the park to serve as the primary conduit for water borne traffic into the downtown area.

PHASE 1: The Fishing Pier & Docking Facility:

The existing 8th street pier, which currently requires costly repairs to be brought back into operation, will be demolished, and replaced with a new pier system shifted slightly to the east. The new pier will be designed to promote pedestrian access and views, as well as fishing and boating access. The proposed design includes an open sided covered pavilion located at the apex of the pier walkways.

The Pavilion is anticipated to be a covered structure, approximately 20' x 20' in overall size, which will enhance the overall aesthetic of the site, without limiting views. Construction materials are initially thought to include low maintenance, high lifespan products such as standing seam metal roof, and steel columns which will integrate with the City's established architectural standard.

The remainder of the pier and docking facility will be designed by Halff Associates, under a separate agreement, and will include space for approximately forty-five (45) boats, as well as a floating platform for approximately eight (8) jet skis or kayaks.

PHASE 2: Meet Us In The Middle Plaza:

As the distinct center point of the Coast-to-Coast Trail which spans the State of Florida, the City of Clermont's downtown stands ready to showcase and promote this unique attribute with a dedication plaza known as 'Meet Us In the Middle'. This plaza will serve as the primary entry point into the park just off of the trail, and is situated on axis with 8th Street, the primary artery into downtown. This plaza is proposed to include a monumental sculpture or artwork, the design of which is not included in this proposal but will be considered throughout the design process as a 'placeholder'.

Integrated into the landscape, a small restroom facility is proposed with access to the lower level. So as not to impede the views from the upper level, it is anticipated that the building may include a landscaped roof, potentially with artificial turf or some other material, which would essentially 'hide' the structure from view and allow park patrons to enjoy the area as a viewing vista or space for relaxation and rest. The facility will include male & female restrooms, and potentially a small vending area for park patrons to purchase drinks or ice.

In addition to the plaza, the design of the waterfront improvements include multiple pathways that traverse the upper street elevation, to the existing lower waterfront seawall elevation. These spaces provide an elegant mixture of green space with various transitions which carve out stormwater retention areas, promoting the pedestrian access to unique scenic and sunset views of Lake Minneola. A proposed water feature, intended to serve as an interior stormwater function is centrally located with a retaining wall separating the upper and lower levels. Pedestrian access is provided via the flanking sides by means of two (2) gently curving ramps.

As the park integrates with the easternmost landscape, a small amphitheater is proposed to provide additional entertainment, public multipurpose space, as well as a general area for rest and relaxation. It is anticipated that this area may be utilized for events that may take place on the lower level hardscape area, to which the amphitheater seating may accommodate tents and seating of the general public.

This proposal is intended to supplement a separate proposal provide by Halff Associates to the City of Clermont, which includes civil engineering, including design of the docks and wave attenuation structure, as well as site electrical. Powell Studio Architecture, in conjunction with Perry-Becker Landscape Design, will design and coordinate the geometry layout, hardscape, landscape, irrigation, railings, and wall designs for the park. Additionally, Powell Studio Architecture will provide architectural design, structural engineering, and mechanical, electrical, plumbing engineering for building structures.

The project will be designed and permitted in two (2) phases however the design team must design the entire project at one time for continuity of design and sub-divide the plans by phase for construction permitting purposes.

The Architect hereby proposes to provide professional architectural and engineering services for the design and construction of the new project as follows:

ARCHITECTURAL AND ENGINEERING SERVICES

The scope of services for the project includes the necessary architectural, landscape architecture, irrigation design, mechanical, electrical, plumbing and structural engineering (for the vertical structures) as well as permitting services for the project through the City of Clermont. The scope of services also includes construction procurement and construction phase services to oversee the progress and methods of construction.

Powell Studio Architecture will serve as the prime consultant for the services provided herein, overseeing and managing the various aspects of the projects and the project consultants including landscape architects, mechanical, electrical and plumbing engineering, and structural engineering provided by the Architect. The following professionals have been preliminarily selected as your primary design team.

ARCHITECTURE / PRIME CONSULTANT

Powell Studio Architecture, LLC

713 W. Montrose Street

Clermont, Florida 34711

Contact: Jeff Powell, AIA, NCARB, Architect (FL Registration AR#94675)

Telephone: 352.874.2340

Email: jeff@powellstudioarch.com

LANDSCAPE / IRRIGATION DESIGN

Perry-Becker Design, LLC.

3657 Maguire Boulevard, Suite 150

Orlando, Florida 32803

Contact: Keith Becker, PLA

Telephone: 407.960.4850

Email: kbecker@perry-becker.com

STRUCTURAL ENGINEERING

McElroy Engineering, LLC.

1835 Edgewater Drive

Orlando, Florida 32804

Contact: Craig McElroy, P.E.

Telephone: 407.245.8775

Email: cmcelroy@mcelroyeng.com

MECHANICAL, ELECTRICAL. & PLUMBING ENGINEERING

Electric Services, Inc.

1746 U.S. Highway 441

Leesburg, Florida 34748

Contact: Wood T. Brazill, P.E.

Telephone: 352.787.1322

wbrazill@electric-services.com

I. PROJECT ADMINISTRATION SERVICES

- A.** The Architect will manage all professional services listed herein and administer the Project, including research of applicable design criteria, administration of Owner's requirements, and coordination of project schedule.
- B.** The Architect has included three (3) presentations to the City Council at regular scheduled meetings and / or workshops, to keep the Council Members generally abreast of the project, and answer questions or concerns that may arise during the course of design.

II. RESTROOM BUILDING, PAVILION, AND SITE RETAINING WALLS: ARCHITECTURAL, STRUCTURAL, MECHANICAL, ELECTRICAL, PLUMBING, ENGINEERING SERVICES

A. Schematic Design Documentation

- 1.** After the PROJECT PROGRAM has been prepared and thoroughly discussed, the project enters the schematic design phase. The Architect starts with rough diagram of the interrelationships of the various spaces in the building. Project design at this level is for the establishment of a design concept only.
- 2.** Sketch plans are then prepared, showing the general arrangement of areas and spatial relationships to the site and structure. During this phase, the Architect is using rolls of sketch paper and is revising and refining sketches until one or more solutions are developed which meet the needs of the project. The Architect will prepare up to three (3) schematic submittals for your review and approval.
- 3.** The schematic drawings usually include small scale drawings of the principal floor plans, explanatory sketches, site plan, exterior elevations, building sections and sketches.

B. Design Development Documentation

- 1.** In the Design Development Phase, the purpose is to "fix and describe the size and character of the entire project", once the schematic design documents have been approved by the Owner. The drawings are prepared by the Architect in more detail to illustrate all aspects of the proposed design of the project.
- 2.** Sections through the building are drawn to show typical fire ratings, egress and construction.

3. The design team, including architects, engineers and construction specialists review the components of the project to establish the construction particulars in order to accommodate the budget. A more accurate opinion of probable construction cost is developed as a part of this phase, reflecting changes in the project which may have occurred during this phase.

C. Construction Documents

Based on written approval of the Design Documents, the Architect shall proceed with the preparation of the Construction Documents.

1. The Architect shall prepare detailed drawings and specifications for the construction of the project, upon which the Contractor will establish the construction cost. These documents will be used for actual construction. This period in the project's development is usually a time of less client involvement, since it is the technical elaboration of ideas developed during earlier phases. However, periodic communication and contact to review the progress and answer any questions are in order.
2. Deliverables are anticipated at the following design stages:
 - a. 50% Construction Documents
 - b. 100% Construction Documents
3. At the completion of this phase, you will have complete working drawings and specifications ready for bidding or negotiating with general contractors, ready for submission for a building permit, ready for the construction of your project.

III. LANDSCAPE / IRRIGATION DESIGN SERVICES

A. Schematic Design Plans

Based on the approved conceptual masterplan, the landscape architect will prepare schematic design plans for the project to include hardscape and landscape design as follows:

1. Hardscape Plans:

Based on the previously approved site wide master plan, the landscape architect will prepare schematic level landscape architectural hardscape plans to depict the design, size and materials proposed for the various project elements as follows:

- a. Meet Us In the Middle Plaza, Park Amphitheater, Florida Coast to Coast Trail and all other hardscape elements located within the Limit of Work outlined in Exhibit A of this Agreement.
- b. Schematic level hardscape details will be provided to show aesthetic feel for the following elements:
 - i. Paving
 - ii. Curbs
 - iii. Walls
 - iv. Columns

- v. Fences
- vi. Rails – (Note: Bridge and Pier Rail details only to provide creative intent and direction)
- vii. Stairs
- viii. Ramps
- ix. Site Furnishings

Note: Landscape Architect's scope with regards to the Hardscape Scope of the proposed dock structure is only for aesthetic character and site furniture layout. (Dock structure being designed separately by Halff Associates)

2. Landscape Package:

Based on the most current engineering plans and approved conceptual masterplan, Landscape Architect will prepare a schematic landscape planting package that will include proposed plant species for the site.

Imagery will be used to identify character/look and feel of the planting strategy for the site. Package will denote general cost as well as native species status, availability and maintenance requirement level for each species.

3. Preliminary Site Grading Plans:

A preliminary grading plan of key design elements will be provided. Grading plan will denote high points, low points, preliminary slope analysis for ADA compliance as well as preliminary drain locations.

B. Design Development Plans

Landscape Architect will progress project plans for both hardscape & landscape elements of the design to a Design Development level as follows:

1. Hardscape Demolition Plans:

- a. Landscape Architect will provide Preliminary Hardscape Demolition Plans to denote demolition extents and identify key elements for preservation.

(Note: Existing Pier Structure Demolition is provided by Halff Associates, Inc.)

2. Landscape Demolition Plans:

- a. Landscape Architect will provide preliminary Landscape Demolition Plans to denote demolition extents and identify key elements for preservation.

(Note: A health assessment of existing vegetation on site is not included in scope of work, but may be provided as an additional service to this agreement for an additional fee at client's option)

3. Hardscape Plans:

Based on the previously approved site wide master plan, the landscape architect will prepare Design Development level landscape architectural hardscape plans to depict the design, size and materials proposed for the various project elements as follows:

- a. Meet Us In the Middle Plaza, Park Amphitheater, Florida Coast to Coast Trail and all other hardscape elements located within the Limit of Work outlined in Exhibit A of this Agreement.
- b. Design Development level hardscape details will be provided to show general size and finish for the following elements:
 - i. Paving
 - ii. Curbs
 - iii. Walls
 - iv. Columns
 - v. Fences
 - vi. Rails – (Note: Bridge and Pier Rail details only to provide creative intent and direction)
 - vii. Stairs
 - viii. Ramps
 - ix. Site Furnishings
 - x. Preliminary Hardscape Schedule

4. Landscape Plans:

Based on the previously approved site wide masterplan, PBD will prepare preliminary landscape plans to depict the design, and landscape materials proposed for the various project elements as follows:

- a. Meet Us In the Middle Plaza, Park Amphitheater, Florida Coast to Coast Trail and all other hardscape elements located within the Limit of Work outlined in Exhibit A of this Agreement.
- b. A Preliminary Landscape Schedule will be provided denoting species and quantity.

5. Site Grading Plans:

- a. A site-wide grading plan will be provided. Grading plan will denote high points, low points, preliminary slope analysis for ADA compliance as well as preliminary drain locations. Spot elevations across site will be provided.

C. Construction Documents

Landscape Architect will progress project plans for both hardscape & landscape elements of the design to Construction Documents as follows:

1. Hardscape Demolition Plans:

- a. Landscape Architect will provide Hardscape Demolition Plans to denote demolition extents and identify key elements for preservation in schedule format.

2. Landscape Demolition Plans:

- a. Landscape Architect will provide Landscape Demolition Plans to denote demolition extents and identify key elements for preservation in schedule format.

3. Hardscape Plans:

Based on the previously approved site wide master plan, the landscape architect will prepare Construction Documents for the landscape architectural hardscape plans to depict the design, size and materials proposed for the various project elements as follows:

- c. Meet Us In the Middle Plaza, Park Amphitheater, Florida Coast to Coast Trail and all other hardscape elements located within the Limit of Work outlined in Exhibit A of this Agreement.
- d. Design Development level hardscape details will be provided to show general size and finish for the following elements:
 - i. Paving
 - ii. Curbs
 - iii. Walls
 - iv. Columns
 - v. Fences
 - vi. Rails – (Note: Bridge and Pier Rail details only to provide creative intent and direction)
 - vii. Stairs
 - viii. Ramps
 - ix. Site Furnishings

- e. Detailed Hardscape Schedules will be provided.

4. Landscape Plans:

Based on the previously approved site wide masterplan, Landscape Architect will prepare landscape plans to depict the design, and landscape materials proposed for the various project elements as follows:

- a. Meet Us In the Middle Plaza, Park Amphitheater, Florida Coast to Coast Trail and all other hardscape elements located within the Limit of Work outlined in Exhibit A of this Agreement.

- b. A refined Landscape Schedule will be provided denoting species, size and quantity as well as remarks denoting character of plants to be selected.

5. Site Grading Plans:

- a. A site-wide grading plan will be provided. Grading plan will denote high points, low points, preliminary slope analysis for ADA compliance as well as preliminary drain locations. Spot elevations across site will be provided.

6. Hardscape Specifications:

- a. Landscape Architect will prepare the required technical specifications for the hardscape area development construction plans, to include applicable material specifications and schedules, finish schedules and other applicable information.

7. Landscape Permit Plans:

Based on the previously approved site wide masterplan, Landscape Architect will prepare landscape plans to depict the design, and landscape materials proposed for the various project elements as follows:

- a. Meet Us In the Middle Plaza, Park Amphitheater, Florida Coast to Coast Trail and all other hardscape elements located within the Limit of Work outlined in Exhibit A of this Agreement.
- b. A final Landscape Schedule will be provided denoting species, size and quantity as well as remarks denoting character of plants to be selected.
- c. Landscape technical specifications & details
- d. Landscape Architect will prepare the required technical specifications for the landscape construction plans, to include applicable planting details and staking criteria, soil testing requirements, minimum soil amendment criteria and appropriate warranty periods.

D. Site Lighting & Photometrics

The design team will prepare the initial site lighting location design plans for the project and will review the layout with the client for design intent and transfer the initial lighting layout in cad to the project site electrical engineer (under civil scope), along with proposed site lighting selections and lighting specifications for each fixture type for use by the site electrical engineer in preparing the final photometrics and site lighting plans. The design team will coordinate with the project site electrical engineering consultant for conveyance of design intent for the site electrical development of the final site lighting photometrics and electrical circuitry plans so that all electrical connections, service panels and service runs are included as part of the final overall electrical design for both the building

and site. As site photometrics are covered under the civil engineer's electrical scope, the design team has not included MEP Services or final photometrics/lighting plans preparation as part of this proposal.

E. Decorative Low Voltage Lighting Plans

The landscape architect will prepare decorative landscape lighting plans for the project. The Landscape Architect will coordinate closely with the project architect and project MEP with respect to this design. Landscape Architect will provide the decorative lighting layout the project Architect and MEP consultant for their use to prepare the final electrical circuitry plans so that all electrical connections, service panels and service runs are included as part of the final overall electrical design for both the building and site.

F. Irrigation Construction Plans

The landscape architect will prepare site specific landscape irrigation final construction plans that will accommodate the future growth patterns of the selected plant materials. The plans will indicate the irrigation system point(s) of connection, location(s) of control panel(s); locations and sizes of pipes, valves and heads in sufficient detail to define the requirements for construction.

The landscape architect will provide the necessary detailed irrigations calculations as required by the Municipality. All zones will be designed to meet the City's irrigation design regulations which require separation of zones, low flow design systems, and use of drip irrigation systems for all ground covers. The landscape architect will endeavor to design the most efficient and maintainable irrigation system possible based on these regulations.

The landscape architect will prepare the required technical specifications for the irrigation construction plans, to include applicable installation details and warranty periods.

Separate main line routings and pumping systems design are not included in this scope of basic services. This scope of services assumes that all irrigation will be connected to either a potable water source or a reclaimed water source with sufficient operating pressure. The landscape architect cannot guarantee ample operating pressures as these can fluctuate based on the City's operational condition. The landscape architect will design the system based on available known information and on typical operational standards. Design for well systems, pump stations and/or mixed irrigation supplement systems are not included and will be considered additional services.

G. OPTIONAL SERVICE: Master Signage, Wayfinding and Branding Design Guidelines

In an effort to develop a master signage vocabulary for the overall project the landscape architect will develop a series of conceptual design signage and wayfinding designs that will provide design options that will explore different signage types, materials, scales, and lighting options with the

intent that the final evolved design concepts will set community design guideline standards for both the initial phase as well as all future park development projects for the City of Clermont.

The landscape architect will develop the following during this phase of design:

- Primary Project Entry Feature Signage
 - Second Entry Signage
 - Pedestrian Directional and Wayfinding Signage
 - Educational Infographics located along across site
 - Development of Signage Concept Elevations
 - Conceptual Location and Layout of each sign type to inform the civil engineering
 - Graphic and Typology for Each Signage Type:
- a) The landscape architect will develop up to three (3) concepts for each signage type. Once a preferred version has been selected the landscape architect will prepare a master signage design program of identified materials, dimensions, colors, and preferred vendor manufacturers for specific signage program elements.
- b) Combined with the Master Community Parks Program and Master Landscape Program, the landscape architect will present the signage program in a Master Signage Program Guideline Booklet that can be used to define the master design theme for visual continuity and consistency of the develop brand.

IV. CONSTRUCTION PROCUREMENT & CONSTRUCTION PHASE SERVICES

A. Building Permitting & Construction Procurement Services

1. The Architect will submit the construction documents to the building department for review of the vertical construction. The goal being to receive and address any comments from the authorities having jurisdiction either prior to, or during the bidding stage of the project.
2. The next step is to choose the right firm who can convert the construction documents into a building. The Architect will work with the City's Office of Procurement to develop the appropriate Request for Proposals from General Contractors to construct the Work.
3. The Architect will assist the Owner in reviewing and analyzing the submitted bids from the shortlisted construction firms.

B. Construction Phase Services:

1. **General Administration:** Assist the Client with processing change orders, field orders, and general problem solving.
2. **Evaluations of the Work:** The Architect and the Architect's consultants will visit the site at intervals appropriate to the stage of Contractor's operations, to become generally familiar with the progress of the Work to keep the Owner informed about progress and quality of the Work, and to monitor compliance with the Construction Documents.

A total of Ten (10) site visits to become generally familiar with the progress and quality of the construction work in order to determine if the work is being performed in general accordance with the construction documents.

3. **Certification of Payments to Contractor:** If required, the Architect will review the Contractor's applications for payment and shall issue Certificates of Payment in such amounts, based on the Architect's site observations and administration activities.
4. **Submittals:** The Architect and the Architect's consultants shall review and approve or take appropriate action upon Contractor's submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with the design concept expressed by the Drawings and Specifications.
5. **Changes in the Work:** The Architect shall prepare change orders and issue clarifications to the documents for the Clients approval and execution in accordance with the Contract Documents.
6. **Project Completion:** The Architect shall visit the project site to determine both Substantial Completion and Final Completion, to aid the Owner in occupying and using the facility.

BASIS OF COMPENSATION

Professional fees for this project are proposed as a stipulated sum of **Three Hundred Fifty-Three Thousand Five Hundred Dollars and Zero Cents (\$353,500.00)** based on the scope of the project defined in this proposal.

COMPENSATION BREAKDOWN	
I. PROJECT ADMINISTRATION	\$ 52,300.00
A. PROJECT ADMINISTRATION & COORDINATION	\$ 21,500.00
B. CLIENT AND PROJECT MEETINGS	\$ 18,000.00
C. GRAPHIC SUPPORT SERVICES	\$ 9,800.00
D. REIMBURSABLE EXPENSES (BUDGET, TO BE BILLED AT COST)	\$ 3,000.00
II. ARCHITECTURAL, MECHANICAL, PLUMBING, ELECTRICAL, & STRUCTURAL ENGINEERING	\$ 95,800.00
A. SCHEMATIC DESIGN	\$ 15,500.00
B. DESIGN DEVELOPMENT	\$ 28,750.00
C. CONSTRUCTION DOCUMENTATION	\$ 51,550.00
III. LANDSCAPE / IRRIGATION DESIGN	\$143,900.00
A. SCHEMATIC DESIGN PLANS	\$ 17,400.00
B. DESIGN DEVELOPMENT PLANS	\$ 34,200.00
C. CONSTRUCTION DOCUMENTS	\$ 51,400.00
D. SITE LIGHTING & PHOTOMETRICS	\$ 6,000.00
E. DECORATIVE LANDSCAPE LIGHTING PLANS	\$ 4,200.00
F. IRRIGATION CONSTRUCTION PLANS	\$ 6,800.00
G. LANDSCAPE / IRRIGATION CONSTRUCTION ADMINISTRATION	
1. PHASE 1:	\$ 4,000.00
2. PHASE 2:	\$ 19,900.00
IV. CONSTRUCTION PROCUREMENT & CONSTRUCTION PHASE SERVICES	\$ 61,500.00
A. BUILDING PERMITTING & CONSTRUCTION PROCUREMENT	
1. PHASE 1:	\$ 5,800.00
2. PHASE 2:	\$ 8,700.00
B. CONSTRUCTION PHASE SERVICES	
1. PHASE 1:	\$ 20,000.00
2. PHASE 2:	\$ 27,000.00
TOTAL ARCHITECTURAL & ENGINEERING BASIC SERVICES	\$ 353,500.00

OPTIONAL SERVICES

MASTER SIGNAGE, WAYFINDING & BRANDING	\$ 15,000.00
TOTAL ARCHITECTURAL & ENGINEERING SERVICES W/ OPTIONAL SERVICES	\$ 368,500.00

HOURLY RATE SCHEDULE

POWELL STUDIO ARCHITECTURE

Principal Architect	\$200.00 per hour
Project Manager	\$170.00 per hour
Project Architect	\$140.00 per hour
Interior Designer	\$100.00 per hour
Engineer	\$180.00 per hour
CAD Operator	\$85.00 per hour
Clerical Time	\$70.00 per hour

PERRY BECKER DESIGN, LLC

Principal 1	\$225 per hour
Principal 2	\$195 per hour
Principal 3	\$175 per hour
Principal 1 – Expert Witness	\$300 per hour
Planning Director	\$195 per hour
Planning Manager	\$165 per hour
Senior Planner	\$145 per hour
Staff Planner 3	\$125 per hour
Staff Planner 2	\$110 per hour
Staff Planner 1	\$100 per hour
Landscape Architect Director	\$200 per hour
Sr. Landscape Architect Project Manager	\$175 per hour
Landscape Architect Project Manager	\$155 per hour
Senior Landscape Architect	\$145 per hour
Staff Landscape Architect 4	\$125 per hour
Staff Landscape Architect 3	\$120 per hour
Staff Landscape Architect 2	\$115 per hour
Staff Landscape Architect 1	\$110 per hour
Thematic Design Manager	\$145 per hour
Senior Thematic Designer	\$125 per hour
Staff Thematic Designer	\$110 per hour
3-D Modeling/Animator	\$125 per hour
Graphic Artist 2	\$135 per hour
BIM/Revit Manager	\$145 per hour
BIM/Revit Designer	\$115 per hour
Administrative Support Staff	\$55 per hour

Reimbursable Expenses

Expenses incurred by the architect, his staff and consulting engineers in the interest of the project are in addition to the fees for services and are to be reimbursed to the architect. Expenses which are considered reimbursable on this project include shipping and plotting of documents, and out of county travel (if required).

Reimbursable and sub-consultant expenses are billed at cost plus 15% unless otherwise stipulated.

Plotting of documents will be billed at \$.45 / SF of page for Black & White Prints

Color printing will be billed as follows:

8 ½" x 11" Color Prints	\$2.00
11" x 17" Color Prints	\$5.00
24" x 36" Color Plots	\$25.00
36" x 48" Color Plots	\$35.00
Other Reimbursables (Binders, Tabs, 8 x 11 copies, Fed Ex charges, etc.)	At Cost

Preparations of documents for bidding in **PDF format are included** in the basic services of this proposal.

SCOPE OF SERVICES ASSUMPTIONS & QUALIFICATIONS

Fees quoted herein are presented with the following qualifications & exclusions:

The following is excluded from this proposal:

- Civil Engineering
- Final Site Engineering Grading/Drainage Design Plans
- Geotechnical Engineering
- Site Electrical Engineering (Building Electrical Engineering Included)
- Surveying
- Documentation of existing hardscape conditions (Assumed by Surveyor)
- Coordination of Public Art Selection and/or Installation
- Revisions to the plans requested by the Client/Contractor/Landowner after the plans are approved unless necessitated by discrepancy in the plans
- Revisions to the plans due to scope changes, value engineering, budget overruns, or other reasons.
- Sign Design and Permitting
- Conditional Use Permit
- Rezoning
- Land Use Changes
- Lighting/Photometric Design/Site Electrical Design
- Electrical Controls for Lift Stations
- Noise Study
- Advance of permit fees, impact fees, title search fees, recording or advertising fees (all fees by CLIENT)
- The above prices allow for up to two (2) response submittals for any request for additional information letters from referenced agencies. Any additional requests will be billed on an hourly basis based on the attached hourly rate schedule.

- Value Engineering and Redesign
 - Green Building Design, LEED Design
 - Development of tree mitigation plans. These services can be added as requested/ as an additional service.
1. It is our understanding that the City intends to construct the project in phases to include the dock facilities and other structures over the water first. The overall project, including the docking facility as well as the land-based park facilities will be fully designed as part of this proposal, to ensure that coordination between construction phases is completed. The full design package will need to be broken out into phases upon completion, prior to construction and bidding. This effort is included in the overall professional fee.
 2. All construction plans will be based on the site civil engineers base plan. This plan will be assumed to be accurate and correct to include all architectural structures, MEP equipment and required structures, roof drainage collection and located piped connections to the stormwater system, and project limits of work.

If our proposal is acceptable, your signature below will confirm our authorization to proceed pending the separate written contract that will be mutually executed between both parties. Retain one copy of this document and return one copy to Powell Studio Architecture at the address on page 1 of this proposal. This authorization constitutes your commitment to pay the fee and reimbursable expenses and represents your approval.

We look forward to your favorable selection of Powell Studio Architecture and thank you for the opportunity to be of service. Please feel free to contact us with any questions you may have. We look forward to working with you!

Sincerely,

POWELL STUDIO ARCHITECTURE, LLC



Jeff Powell, A.I.A., NCARB, Architect
President

CLIENT SIGNATURE / AUTHORIZATION TO PROCEED:

Upon approval, please fill out the following:
Used for billing purposes

Print Name & Title _____

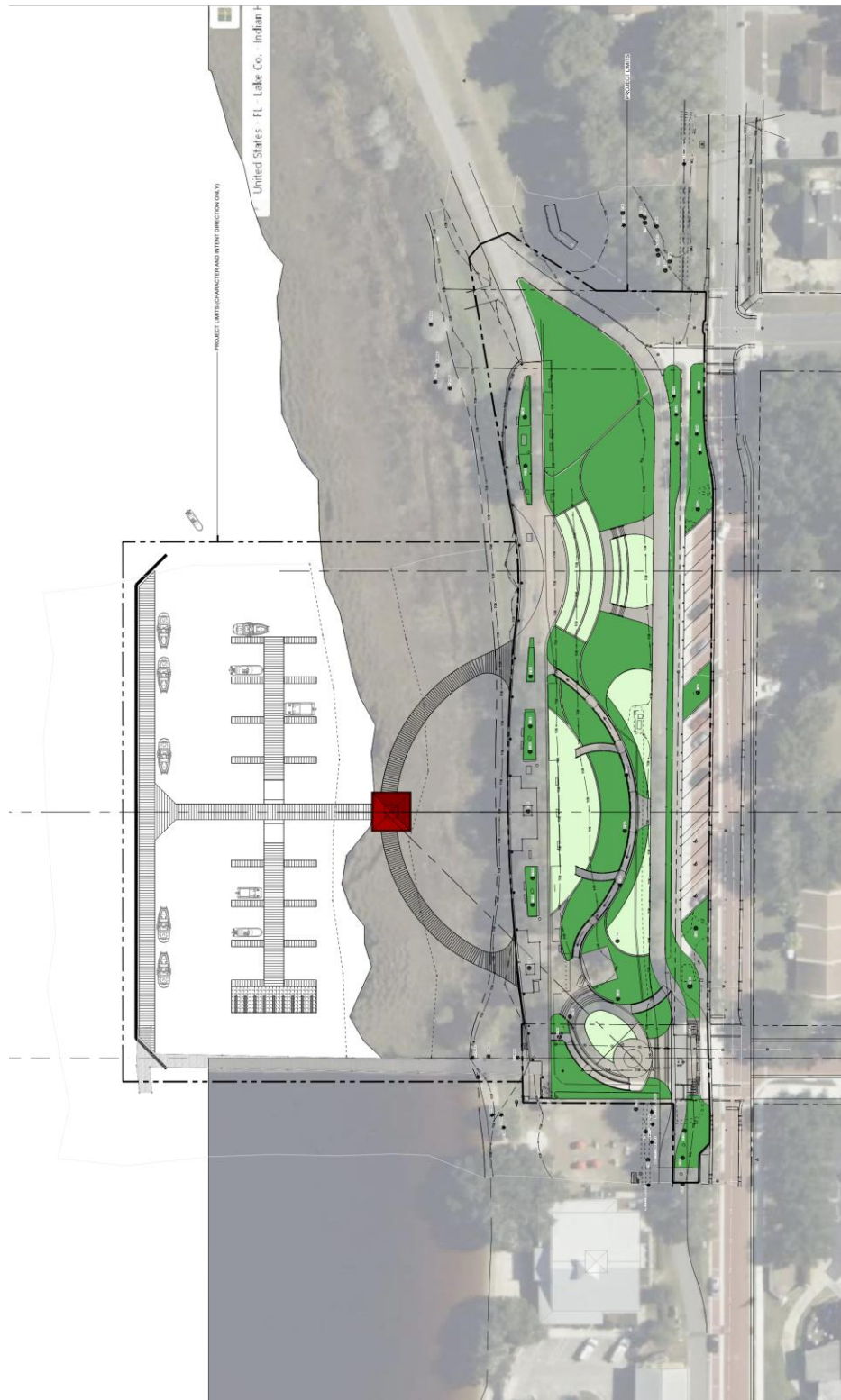
Company / Department _____

Phone _____

Email _____

Address _____

EXHIBIT A: ESTABLISHED SITE CONCEPTUAL DESIGN





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 27, 2024		
Agenda Item Name		
Task Order <i>Halff Associates, Inc.</i>		
Requested Action		
Approval of task order		
Staff Report		
This task order includes engineering services for the Meet Us In The Middle Park & Docking Facility. Included is surveying, permitting with all required agencies, civil engineering and all required sketch and legal descriptions. The task order provides additional information. The On-Call Professional Civil Engineer Services contract was approved on April 24, 2018, No. 2018-29.		
Additional Analysis		
Fiscal Impact Summary		
The fiscal impact of \$369,000 shall be paid out of Parks and Recreation Impact Fees.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Clermont Meet Us In The Middle and Docks Halff Proposal 11.2.23 revised 11-2-23	Clermont Meet Us In The Middle and Docks Halff Proposal 11.2.23 revised 11-2-23.pdf	



VIA EMAIL sdavidoff@clermontfl.org

November 2, 2023

Scott Davidoff, CPRP
Director City Manager
City of Clermont
685 W. Montrose Street
Clermont, FL 34711

**RE: PROPOSAL/AGREEMENT FOR MEET US IN THE MIDDLE PARK & DOCKING
FACILITY, CLERMONT, FLORIDA, LAKE COUNTY
(HALFF P43826.308)**

Dear Mr. Davidoff:

Project Overview:

The "Meet us in the Middle Park & Docking Facility" project proposes a new pier with 50 boat and jet ski slips, accompanied by a covered Pavilion. The adjacent Meet Us in the Middle Park will feature ADA pathways, restrooms, an event area with grassed stadium-style seating, and a reimagined bike trail alignment. This project aims to provide a seamless blend of aquatic and land-based recreation, revitalizing the area and offering a vibrant space for the City of Clermont's community to gather and enjoy the scenic lakeside environment.

Scope of Services:

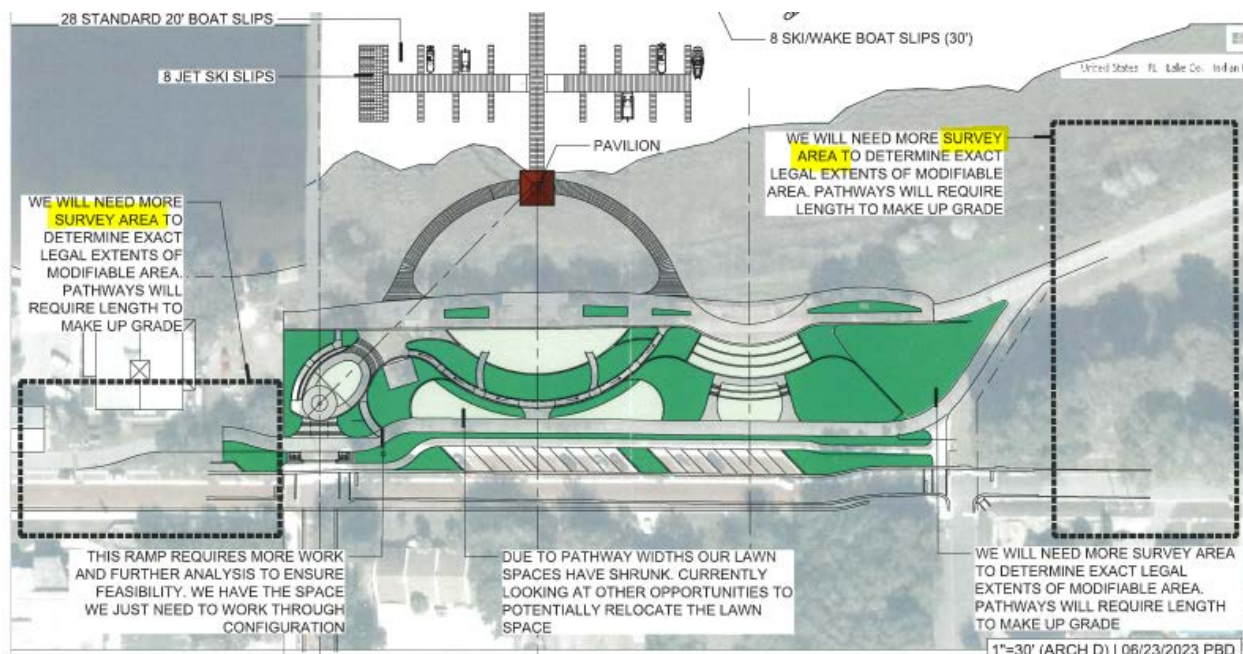
The scope of services includes Civil Engineering, Environmental, and Surveying services, supplemented by Geotechnical Services from Andreyev Engineering and Electrical Design by ESI, to facilitate the design and permitting of the "Meet us in the Middle Park & Docking Facility" Project. This includes conducting a detailed topographic survey, a comprehensive grading and drainage plan for the park area, water and sewer utilities to the restrooms, designing both fixed and floating dock structures and Electrical for low level dock lighting, park lighting and power. Additionally, our team will orchestrate the permitting processes, ensuring compliance with City of Clermont, St Johns River Water Management District (SJRWMD), and Army Corps of Engineers (ACOE). Project will be designed and permitted together with construction proposed in 2 phases (dock and park). This scope and fee proposal includes design and permitting for complete park and dock facility and construction administrative services for Phase 1 (dock phase).

Scope of Work:

PHASE 100 ADDITIONAL TOPOGRAPHIC SURVEY

Prepare a Topographic Survey for the 2 areas depicted below outlined in black dashed lines. This topo effort will be added to the previous topo completed for the park and pier. Limits of survey will include from the back of curb along the north side of Osceola Street to the limits outlined below. (See Exhibit below.) Above ground features including retaining walls, hardscape, trees, above ground evidence of utilities and sanitary/storm structures with inverts will be located and shown on survey. The deliverable will be a Civil 3D base file only.

FEE: \$14,600.00



PHASE 200 ENVIRONMENTAL SITE EVALUATION

Halff biologists will conduct a field review of the additional 2 areas identified in phase 100 for the purpose of evaluating the onsite habitats and the potential occurrence of any species considered Endangered, Threatened, or of Special Concern by the Florida Fish and Wildlife Conservation Commission (FWC) under Chapter 58A-27.003-005 F.A.C. or the US Fish and Wildlife Service (USFWS) under C.F.R. 17.11-12. Specific tasks included with this effort are as follows:

- a. Review the project area to map and assess the extent and condition of the onsite habitats. Each habitat type will be mapped using the Florida Land Use, Cover, and Forms Classification System (FLUCFCS: Florida Department of Transportation, 1999).
- b. Evaluate the project area for the presence of submerged aquatic vegetation (SAV) and emergent vegetation. The proposed docking facility area will be assessed utilizing a frotus along belt transects distributed across the project area. All observed resources will be mapped using GPS for use in the permitting effort and assessing any impacts to the wetland resources.
- c. Conduct meandering pedestrian transect surveys for listed species on the project site. All habitats within the project boundary will be surveyed in general accordance with the Florida Wildlife Conservation Guide (2011) as developed by the USFWS, FWC, and FNAI.
- d. Complete a summary report detailing the findings of the site review and listed species surveys conducted on the project site. If listed species are encountered, their approximate locations will be depicted on an aerial photograph of the project site. If there are any regulatory constraints to development of the project due to wetlands or listed species, detailed recommendations on how to resolve the constraints prior to initiating development activities will be provided to the CLIENT.

FEE: 2,000.00

PHASE 300 SJRWMD ENVIRONMENTAL RESOURCE PERMIT (ERP)

- a. Schedule and attend a virtual pre-application meeting with the SJRWMD to discuss the proposed upland development and 76-slip docking facility, proposed impacts, permitting requirements, and any required mitigation.
- b. Prepare wetland assessments utilizing the Uniform Mitigation Assessment Methodology (UMAM) and an environmental narrative to support the ERP application submittal. The narrative will include a detailed discussion of the project site plan, assessments of the upland and wetland habitats and any needed wetland impact areas, and efforts to demonstrate elimination and reduction of wetland impacts. The narrative will also include maps depicting the project environmental conditions and the project wetland impacts based on site plan information.
- c. Assist in the preparation of a wetland mitigation plan, if required, to compensate for the proposed wetland impacts. The wetland mitigation will be evaluated using UMAM to demonstrate that the appropriate amount of wetland impact compensation is being provided.
- d. Assist the CLIENT and coordinate in the preparation and submittal of an ERP application which will include wetland assessments and supporting environmental narrative.
- e. Schedule and attend a maximum of one (1) field meeting with representatives of SJRWMD to review the wetland line, the condition of wetlands proposed to be impacted, and the associated UMAM assessment to negotiate the appropriate wetland compensation, if required.
- f. Respond to two (2) requests for additional information from SJRWMD regarding the ERP application prepared and submitted pursuant to this Task.
- g. As a part of the application review, the SJRWMD will solicit comments from FWC. Halff will respond to one (1) sufficiency response from this agency in support of the application. Note that this task assumes that no additional research, field data collection/surveys, or project meetings will be required to address any received comments.

FEE: \$20,400.00

PHASE 400 US ARMY CORP OF ENGINEERS (USACE) – SECTION 404 INDIVIDUAL PERMIT

- a. Schedule and attend a virtual pre-application meeting with the USACE to discuss the proposed upland development and 76-slip docking facility, proposed impacts, permitting requirements, and any required mitigation.
- b. Assist and coordinate with the preparation of drawings showing the proposed total plan of development, the wetland impacts and any required wetland impact compensation.

- c. Accompany a representative of the USACE to the field to verify the wetland delineations. The current policy and practice of the USACE is to not conduct site verification until after receipt of an application.
- d. A wetland functional assessment will be performed for all proposed wetland impacts by utilizing baseline data and the Uniform Mitigation Assessment Methodology (UMAM) (Chapter 62-345, F.A.C.). UMAM will be used to estimate the importance of affected wetlands to the surrounding ecological community and the potential effects of the project on wetland functions to determine the significance of impact on each wetland so that mitigation amounts may be evaluated.
- e. Complete an evaluation of the potential impact of the project on federally protected species.
- f. Assist and coordinate in the preparation and submittal of an Individual Permit application which will include wetland assessments and supporting environmental narrative. The narrative will include a detailed discussion of the project site plan, assessments of the upland and wetland habitats and wetland impact areas, and, if required, efforts to demonstrate avoidance and minimization of wetland impacts. An Alternatives Sites Analysis, Alternative Site Plan Analysis, Cumulative Impact Analysis, and discussion of consistency with the USACE's 2008 Mitigation Rule will also be provided. Note that the Alternative Site Plan Analysis may require local boat usage characteristics to support the proposed size of the docking facility. It is assumed the Client will provide any data associated with local boating usage.
- g. Schedule and attend a maximum of one (1) field meeting with representatives of the USACE to review the condition of wetlands proposed to be impacted and the associated UMAM assessment in order to negotiate the appropriate wetland compensation, if required.
- h. Respond to up to two (2) requests for additional information from the USACE regarding the Individual Permit application prepared and submitted pursuant to this Task.
- i. As a part of the application review, the USACE will solicit comments from the US Fish and Wildlife Service (USFWS), the National Marine Fisheries Service (NMFS) and the US Environmental Protection Agency (EPA). HALFF will respond to two (2) sufficiency responses from each of these commenting agencies in support of the application. Note that this task assumes that no additional research or field data collection/surveys will be required to address any received comments.

FEE: \$26,200.00

Environmental Exclusions:

1. This scope does not include formal, comprehensive listed species assessments in accordance with the Florida Wildlife Conservation Guide (2011). If any listed or protected species are identified on the project parcels, additional comprehensive, species-specific surveys may be required by the permitting agencies.

2. Agency coordination for wildlife or wetland related matters not specifically stated in this Scope of Services. The services to obtain approvals for the incidental take or relocation of any listed species of flora and fauna are not included in this Scope of Services.
3. Boat usage and associated boater surveys are not included in the Scope.
4. The agencies requiring permits will only request information considered normal and necessary for this type of permit. This proposal considers quantitative sampling for water quality, benthos, sediment, flora or fauna to be examples of extraordinary work beyond our proposed Scope of Services.

PHASE 500 GEOTECHNICAL INVESTIGATION (ANDREYEV ENGINEERING, INC.)

The purpose of this geotechnical investigation and evaluation will be to assess the soil conditions below the lake bottom, to the investigated depth of 30 feet below the lake bottom. This estimate assumes a maximum water depth of 12 feet, and a SPT boring depth of 30 feet below the lake bottom, utilizing amphibious drilling equipment.

In order to assist in the geotechnical design of the project and in consideration of the anticipated site conditions, we propose to conduct the following scope of investigation:

- Drill seven (7) Standard Penetration Test (SPT) borings (assuming a maximum water depth of 12 feet) and a SPT boring depth of 30 feet below the lake bottom.
- Drill three (3) machine auger borings, to a depth of 10 feet below ground surface at proposed stormwater retention areas to assist with stormwater retention system design and permitting.
- Collect three (3) undisturbed permeability tube samples, from the proposed stormwater retention areas, to assess soil hydraulic conductivity.
- Prepare a geotechnical report including results of the soil investigations in profile form, evaluation of encountered conditions below the lake bottom, analyses of vertical and lateral capacity of 8" diameter wood piles and 12" square piles using AllPile design software and provide stormwater retention area design parameters to assist with stormwater retention system permitting.

FEE: \$37,000.00

PHASE 600 ELECTRICAL DESIGN

Scope of Work

1. A new park and marina are to be designed for construction on a site that is planned to include a boat dock with multiple boat and ski slips, a pavilion at the dock entrance, prefabricated restroom and a stage with event power. The facility is to be designed for construction in Clermont, Florida.
2. Construction documents are required for permit application and competitive bidding.

Scope of Services

1. Site investigation or documentation.
2. Lighting design including fixture selection, circuitry and controls for dock LED foot lighting with red end of dock lights for safety.
3. Power and lighting for pavilion at dock entrance with associated circuitry, controls and branch power panel.
4. Lighting design including fixture selection, photometric point-by-point calculations, circuitry and controls for park area pedestrian lighting.
5. Required service design to accommodate prefabricated restroom building.
6. Site required power distribution system.
7. Electrical design to accommodate required stage power and power distributions system.
8. Electrical design of 120-volt power pedestal receptacles, with controls, for seasonal lighting.
9. Power pedestals, or in-grade devices, to accommodate vendors.
10. Coordination with electric utility.
11. Required fault current calculations.
12. Up to three design review meetings at the client's office.
13. Bid period services including interpretation of the construction documents, response to contractor questions and the issuing of clarifications to the construction documents.
14. Construction period services including review of contractor submittals, response to contractor request for information and periodic site visits during construction for the review of the contractor's general compliance with the construction documents.

FEE: \$20,600.00

Optional Additional Services

- 1) Additional meetings at the Client's office during design or meetings with the authority having jurisdiction for expediting the permitting process.
- 2) Plumbing and ventilation system design for restroom building.
- 3) Preparation of the required energy code submittal.
- 4) Electrical and lighting design for each building.
- 5) Heating and air conditioning systems design.
- 6) Fire alarm design.
- 7) LEED compliance design or special "green" technology design implementation.
- 8) Fire protection sprinkler design.
- 9) Design of Lightning Protection System.
- 10) Preparation of an electrical overcurrent protective device coordination study.
- 11) Security system design.
- 12) Incorporation of contractor as-built or record drawing markups into the construction documents either for record drawings or for resubmission to the authority having jurisdiction.
- 13) Value engineering or cost reduction analysis and drawing modifications.

Limitations and Exclusions

- 1) In general, a minimum of twenty working days is required for the completion of the Engineer's construction documents after the completion of the interior design and/or site documents by the Client.
- 2) Design meetings is limited to three.
- 3) Construction administration is limited to one pre-bid meeting and up to three site visits during construction.
- 4) Changes that impact the design after substantial may result in additional fees.

- 5) Structural analysis or design to accommodate mechanical and electrical revisions and the requirements for permit will need to be provided by others and is not included.
- 6) No cost estimating is to be provided.
- 7) Modifications to the drawings after the permit application to accommodate changes or additions will need to be considered additional services.

PHASE 700 PARK SITE AND DOCK PLAN

Prepare Civil Engineering Site Plan for new fishing pier, boat mooring slips and “meet us in the middle” park. The Fishing Pier/boat mooring design will include design for fixed pier and wave attenuator, coordination with floating dock manufacturer for floating dock and gangway design and incorporating into the Civil Plan set. As part of the mooring facility, a Police Boat slip and covered lift will be included in the design, lift design will be provided by HALFF, the covered structure will be provided by Powell Architecture. The Pavilion design will be provided by Powell Architecture. “Meet in the Middle” geometry layout, hardscape, landscape, irrigation, restroom facility, stairs, railings and wall designs will be provided by Powell Architecture, Civil Design provided within our scope for the park area includes: Final Grading, Drainage collection and treatment system, Water/Sewer service to restroom and fire protection. FDEP Water and Sewer Permits are not needed for single services to restroom facility and are not included in this proposal. Site plan will include coversheet, survey, geometry plan (provided by Powell), profile of dock plan and cross sections meeting the requirements of SJRWMD and ACOE for permitting or exemption.

FEE: \$121,000.00

PHASE 800 ST. JOHNS RIVER WATER MANAGEMENT DISTRICT PERMITTING

Prepare and submit St. Johns River Water Management District permit application, Environmental Assessment from Phase 300, and required exhibits to support ERP application. Attend meeting(s) with District as needed and respond to request for additional information (RAI) in order to receive permit.

FEE: \$15,000.00

PHASE 900 ACOE

In conjunction with the Environmental Phase 400, Prepare required application, dredge and fill calculations, create cross sections of dredging activity, and docks. Meetings with staff after permit has been submitted and response to agency questions.

FEE: \$12,000.00

PHASE 1000 SOVEREIGN SUBMERGED LAND PERMIT COORDINATION

Prepare application and supporting documents for use of sovereign submerged lands. To be submitted to SJRWMD.

FEE: \$6,600.00



PHASE 1100 SKETCH AND LEGAL FOR SOVEREIGN SUBMERGED LAND PERMIT

Prepare sketch and legal for the proposed dock area over sovereign lands for use with permitting phase 500 and the sovereign submerged land lease phase 900.

FEE: \$4,200.00

PHASE 1200 AS-BUILT SKETCH AND LEGAL

Conduct an as-built survey of fixed pier and floating docks within sovereign lands and prepare sketch and legal for submittal to SJRWMD for final sovereign submerged land lease.

FEE: \$12,800.00

PHASE 1300 PROJECT ADMINISTRATION – PHASE 1

The scope of services shall include administrative services necessary to coordinate all aspects of the project through the planning, design and permitting phase. These services shall include project scheduling with all regulatory agencies and public utility companies during the design and permitting phase of the project.

FEE: \$13,000.00

PHASE 1400 PROJECT MEETINGS/PHONE CALLS

Attend project meetings, conference calls, progress meetings or other meetings and phone calls as needed and requested by the client.

FEE: \$16,000.00 (BUDGET)
(NOT TO EXCEED WITHOUT AUTHORIZATION, TO BE BILLED HOURLY)

PHASE 1500 BIDDING – PHASE 1

HALFF will prepare schedule of values and provide plans to the City Purchasing Department for project bidding. During the bidding process, Halff will attend pre-bid meeting, respond to questions for the City to issue addendum(s) prior to the bid due date. Upon receipt of qualified bids, HALFF will evaluate for completeness and make recommendation as to the lowest qualified bid. HALFF will prepare and supply the successful contractor with two (2) full size copies of the conformed construction plans and an ACAD file of plans on cd.

FEE: \$10,800.00



PHASE 1600 CONSTRUCTION ADMINISTRATION

HALFF will advise and consult with Owner and act as its representative during construction. HALFF will make periodic visits to the site to observe the progress and quality of the executed site work and to determine in general if the work is proceeding in accordance with the construction drawings. HALFF shall also attend bi-weekly project meetings run by the contractor during construction. HALFF will review and approve shop drawings, results of tests and inspections, and other data that the contractor is required to submit.

Based upon the on-site observations and signed and sealed as-built survey provided by the contractor, HALFF shall prepare and submit as-built drawings and certifications of completions to the owner and the following state and local agencies as required:

- A. City of Clermont
- B. SJRWMD

FEE: \$ 33,800.00 (BUDGET)
(NOT TO EXCEED WITHOUT AUTHORIZATION, TO BE BILLED HOURLY)

TASK 9999 REIMBURSABLES

Costs for reimbursables, including printing, copying, blueprints, binding, mileage, etc., shall be billed at the rates shown in the below Rate Schedule, or at cost.

FEE: \$3,000.00 (BUDGET, TO BE BILLED AT COST)

Our fees for the described services are outlined in the following table. We have provided “Lump Sum Fees” for the services identified in the Scope of Work. Lump Sum Fees do not include Reimbursable Expenses directly associated with the project (travel, mileage, reproduction, supplies, and other non-labor reimbursable costs.) Our fee schedule is as follows:

SCHEDULE FEE SUMMARY

PHASE	AMOUNT
PHASE 100	\$14,600.00
PHASE 200	\$2,000.00
PHASE 300	\$20,400.00
PHASE 400	\$26,200.00
PHASE 500	\$37,000.00
PHASE 600	\$20,600.00
PHASE 700	\$121,000.00
PHASE 800	\$15,000.00
PHASE 900	\$12,000.00
PHASE 1000	\$6,600.00
PHASE 1100	\$4,200.00
PHASE 1200	\$12,800.00
PHASE 1300	\$13,000.00
PHASE 1400	\$16,000.00
PHASE 1500	\$10,800.00
PHASE 1600	\$33,800.00
PHASE 9999	\$3,000.00
TOTAL	\$369,000.00

THIS PROPOSAL DOES NOT INCLUDE THE FOLLOWING ITEMS:

- Boundary Survey
- Soil Boring Location and Elevation Survey
- Monumentation of Wetlands for Conservation Easement
- Platting
- Sketch and Descriptions for Conservation Easements
- Recording of Easements
- Offsite Right-of-Way survey for utilities.
- Tree Survey
- Construction Staking
- Off-site Utilities Design
- Off-site Roadway or Transportation Improvements
- Offsite Roadway Design, Access, and Right-of-Way Permitting Services
- Offsite Water and Sewer Extensions
- Offsite Infrastructure Capacity Studies/Assessments/Analysis/Designs
- Offsite Stormwater Design
- Revisions to the plans requested by the Client/Contractor/Landowner after the plans are approved unless necessitated by discrepancy in the plans
- Revisions to the plans due to scope changes, value engineering, budget overruns, or other reasons
- LEED Services
- Sign Design and Permitting
- Gas, Electric, Telephone, and/or Cable Design
- CADD Support for Environmentalist
- FEMA CLOMR
- FEMA Letter of Map Revision (LOMR)
- Flood Studies
- NPDES Permitting
- No Wake Sign Permitting
- Conditional Use Permit
- Earthwork Calculations
- Quality Control and Construction Material Testing Services
- Rezoning
- Land Use Changes
- Franchise Utility Coordination
- Conversion of AutoCad Files to any other format
- Signing and Pavement Marking Plans
- Written Specifications
- Cost Estimating/Quantity Take-offs and/or Engineer's Opinion of Probable Construction Cost
- Subsurface Utility Engineering
- Architectural, Structural, Mechanical, Fire Protection, or Electrical Services
- Florida Fish and Wildlife Conservation Commission Permit
- Landscape/Irrigation Plans
- Hardscape, Walls, Entry Features
- Traffic Study/Impact Analysis

- Structural Design of Retaining Walls and Pond Walls
- Noise Study
- Advance of permit fees, impact fees, title search fees, recording or advertising fees (all fees by CLIENT)
- The above prices allow for up to two (2) response submittals for any request for additional information letters from referenced agencies. Any additional request's will be billed on an hourly basis based on the attached hourly rate schedule.

Standard Hourly Rate Schedule

Engineers

Principal/Officer – Professional Engineer	\$250.00
Senior Professional Engineer	\$220.00
Professional Engineer	\$175.00
Project Manager	\$130.00
Engineer Intern	\$100.00

Technicians

Senior Technician	\$125.00
Design Technician	\$85.00

GIS

Principal Officer – Senior Spatial Analyst	\$165.00
Senior Spatial Analyst	\$135.00
Spatial Analyst	\$100.00
GIS Specialist	\$60.00

Landscape Architects

Principal/Officer – Professional Landscape Architect	\$200.00
Senior Professional Landscape Architect	\$150.00
Project Manager Landscape Architect	\$130.00
Professional Landscape Architect	\$110.00
Senior Landscape Designer	\$110.00
Landscape Designer	\$80.00

Planners

Principal/Officer – Land Planner	\$225.00
Senior Planner	\$150.00
Professional Planner	\$110.00
Project Planner	\$85.00

Environmental Scientists

Senior Environmental Scientist	\$200.00
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Inspection and Plans Review

Licensed Plans Examiner, Residential and/or Commercial	\$85.00
Inspection Services Residential and/or Commercial	\$85.00

Survey

Survey Department Manager – P.S.M.	\$175.00
Professional Surveyor – P.S.M.	\$150.00
2 Man Field Crew	\$135.00
3 Man Field Crew	\$160.00
4 Man Field Crew	\$190.00
Senior Survey Technician	\$105.00
Survey Technician	\$85.00

Administration

Administrative Assistant

\$75.00

Reimbursable Expenses

Reimbursable expenses include, but are not limited to:

Courier Service

Maps/GIS Data

Mileage, Parking, Tolls

Postage and Overnight Mail

Miscellaneous Services

Government Permitting Fees

Prints, Copies, Plots, Plans

Subconsultant Fees

Travel (lodging, rental car, per diem)



CLIENT INFORMATION FORM

To assist Halff Associates, Inc., to prepare the requested proposal, please complete the information below:

PRINT NAME & TITLE: _____

COMPANY NAME: _____

BILLING ADDRESS: _____

PHONE: _____

FAX: _____

E-MAIL: _____

BILLING CONTACT NAME & TITLE: _____

BILLING CONTACT EMAIL: _____

BILLING CONTACT PHONE: _____

CLIENT REPRESENTATIVE: _____

IS CLIENT THE OWNER OF THE SUBJECT PROPERTY? YES: _____ NO: _____

(If no, Halff Associates, Inc., reserves the right to require a retainer prior to commencing services.)

Is the property accessible? _____

If gated/locked, who shall Halff Associates, Inc. contact to gain access to the property?

NAME AND PHONE NUMBER: _____

I HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE TO THE BEST OF MY KNOWLEDGE.

SIGNATURE: _____

DATE: _____



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 27, 2024		
Agenda Item Name		
Resolution No. 2024-012R <i>Grant Application Request</i>		
Requested Action		
Request approval of Resolution 2024-012R		
Staff Report		
In 2015 with the input of over a thousand residents, the Clermont City Council approved a master plan and a CRA plan to serve as the blueprint for the city with the focus on the downtown and waterfront district. One of the components of that plan was the construction of a mooring area for boaters at the 8th street pier. This improvement to the old 8th Street Pier will provide for the ability to users of the lake to dock their boats in a safe manner as opposed to pulling onto the shoreline causing damage. Additionally, it will allow for enhanced economic development opportunities by providing access to downtown business for boaters. This resolution allows the City of Clermont to apply to the Florida Boating Improvement Program for a grant in the amount of \$100,000.		
Additional Analysis		
Fiscal Impact Summary		
The grant application requires the city to provide matching funds in the amount of \$100,000 which are included in the Parks and Recreation Impact fund.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2024-012R - FBIP (2.21.2024)	2024-012R - FBIP (2.21.2024).pdf	



CITY OF CLERMONT
RESOLUTION NO. 2024-012R

A RESOLUTION OF THE CITY OF CLERMONT, FLORIDA, PROVIDING FOR AUTHORIZATION FOR THE CITY TO MAKE AND PERFECT A GRANT APPLICATION FOR ASSISTANCE UNDER THE FLORIDA BOATING IMPROVEMENT PROGRAM; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

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

SECTION 1: LEGISLATIVE FINDINGS AND INTENT

- (a). The City of Clermont has complied with all requirements and procedures of Florida law in processing and advertising this Resolution.
- (b). The City of Clermont, Florida, is interested in applying for project and grant approval, receiving and accepting grant funds, and carrying out a project for the enjoyment of the citizens of the City of Clermont and the State of Florida, which Project will have a multiplicity of benefits to the City and the State, which Project is commonly known as and referred to as the "8th Street Docks project."
- (c). Financial assistance from the Florida Boating Improvement Program (FBIP) is essential to the implementation of the development of the 8th Street Docks project.
- (d). The City of Clermont has developed and maintained a very good relationship with the State of Florida and its agencies over the years, and the City and State have worked well together in grant and funding relationships for the benefit of the State of Florida and its public welfare.

SECTION 2: APPROVAL OF FBIP GRANT

- (a). The City Council of the City of Clermont hereby approves the FBIP grants for the 8th Street Docks project.
- (b). The City Manager is authorized to make application and re-application, as needed, to the State of Florida under the FBIP grant program in the amount of \$100,000 on behalf of the City in order to obtain partial funding from the State of Florida for the Project.
- (c). The City Manager is authorized to encumber matching funds in the amount of \$100,000 on behalf of the City in order to obtain funding, as referenced herein, from the State of Florida for the 8th Street Docks project.



CITY OF CLERMONT
RESOLUTION NO. 2024-012R

SECTION 3: COVENANTS OF THE CITY OF CLERMONT

(a). The City of Clermont certifies to the State of Florida and agrees that:

(1). The City will accept the terms and conditions set forth in FBIP Grant Agreement.

(2). The City has the ability and intention to finance the cost of the 8th Street Docks project and that the Project will be operated and maintained at the expense of the City for public use.

(3). The City will not discriminate against any person on the basis of race, color, religion, disability, or national origin in the use of any property or facility acquired or developed pursuant to the FBIP grant for the Project and shall comply with the terms and intent of the Title VI of the *Civil Rights Act of 1964*, Public Law 88-352 (1964) and all other controlling law. The City shall design and construct all facilities relating to the 8th Street Docks project in order to fully comply with all laws, statutes, rules, regulations, codes, and ordinances relating to accessibility by disabled persons, including, but not limited to, the *Americans with Disabilities Act*. The City of Clermont shall also comply with all other applicable federal, state, and local laws, codes, ordinances, rules, regulations, and requirements.

(4). The City will maintain adequate financial records on the 8th Street Docks project to substantiate claims for reimbursement and in order to appropriately accomplish any and all pre-audits and post-audits of the expenditure of public funds as well as a performance review of the Project and the achievement of the goals and objectives of the FBIP grant program.

SECTION 4: IMPLEMENTING ADMINISTRATIVE ACTIONS

(a). The Mayor of the City of Clermont is hereby authorized to execute the grant agreements relating to the FBIP grant program.

(b). The City Manager, or designee, is hereby authorized and directed to implement the provisions of this Resolution by means of such administrative actions as may be deemed appropriate.

(c). The City Manager is hereby authorized to expend such City funds as may be necessary to accept and implement the grant under the FBIP grant program for the 8th Street Docks project.

SECTION 5: SAVINGS

The prior actions of the City of Clermont relating to the development of boating facilities and related activities are hereby ratified and affirmed.

SECTION 6: 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. 2024-012R

SECTION 7: 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 8: 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 9: PUBLICATION AND EFFECTIVE DATE

This Resolution shall take effect immediately upon its adoption.



CITY OF CLERMONT
RESOLUTION NO. 2024-012R

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



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, February 27, 2024		
Agenda Item Name		
Variance Request Wendy's at John's Lake Landing		
Requested Action		
Recommend denial of requested variances.		
Staff Report		
<i>This item was tabled at the December 12, 2023, City Council meeting. The agenda item was tabled again on January 23, 2024, to continue to allow staff and the applicant to work through the variance 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. This item was tabled at the February 13, 2024, City Council meeting due to the absence of a city council member.</i> The applicant is requesting the following two (2) variances to the Land Development Codes: 1. Section 117-15 Permitted Signs - Number of ground signs for Single Occupancy commercial site. 2. Section 117-16 Offsite Signs - Allow two offsite signs. The applicant is requesting two (2) variances to the Land Development Regulations Section 117-15 Permitted Signs and 117-16 Off-Site Signs for a vacant parcel located on the south side of State Road 50 and West of Magnolia Pointe Boulevard. The applicant is proposing the development of a Wendy's Restaurant located in the Johns 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. The variance request is to allow for more than one ground sign on the Wendy's parcel. The total copy area of each sign would comply with the code. The proposed signage would allow for three ground signs on the Wendy's parcel. The proposed ground sign located off State Road 50 could meet the code requirements. Therefore, no variance is required for the Wendy's sign. As for the Westfall Station sign and the Rooms to Go (RTG)/Wendy's sign, these would be considered off-site signage since Wendy's is the only user of the parcel. These 2 signs require a variance in order to be placed at this location. The size of these signs and setbacks will meet the City's requirements. It is the additional signage on this parcel that is triggering the variance requests. If the RTG/Wendy's sign was only for Wendy's, then this sign would be allowed since it fronts a secondary frontage. Section 86-174 of the Land Development Code requires a positive finding on the review criteria in order to grant a variance. Staff has reviewed the application as submitted and finds the application does not meet a positive finding on all five review criteria. Therefore, staff recommends denial of the variance request to the code.		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)	
1.	UPDATED - Justification Statement_PKY Clermont
2.	UPDATED 101-246 Review Criteria- Wendy's Sign-VAR
3.	Location Map
4.	Sign Locations
5.	04 Sign Plan
6.	06 Map_Alta Survey
7.	05 Sign Table
8.	01 Application
9.	Legal Ad
	UPDATED - Justification Statement_PKY Clermont.pdf
	UPDATED 101-246 Review Criteria- Wendy's Sign-VAR.pdf
	Location Map.pdf
	Sign Locations.pdf
	04 Sign Plan.pdf
	06 Map_Alta Survey.pdf
	05 Sign Table.pdf
	01 Application.pdf
	Legal Ad & Invoice.pdf

MEMORANDUM

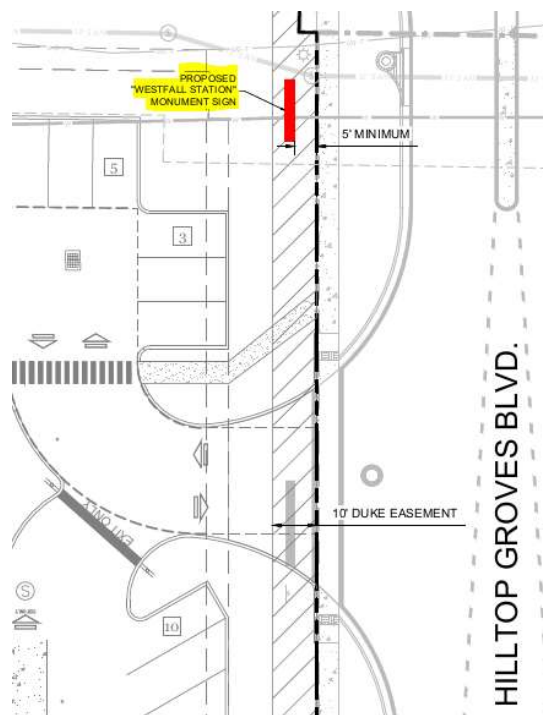
TO: Development Services – City of Clermont

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;

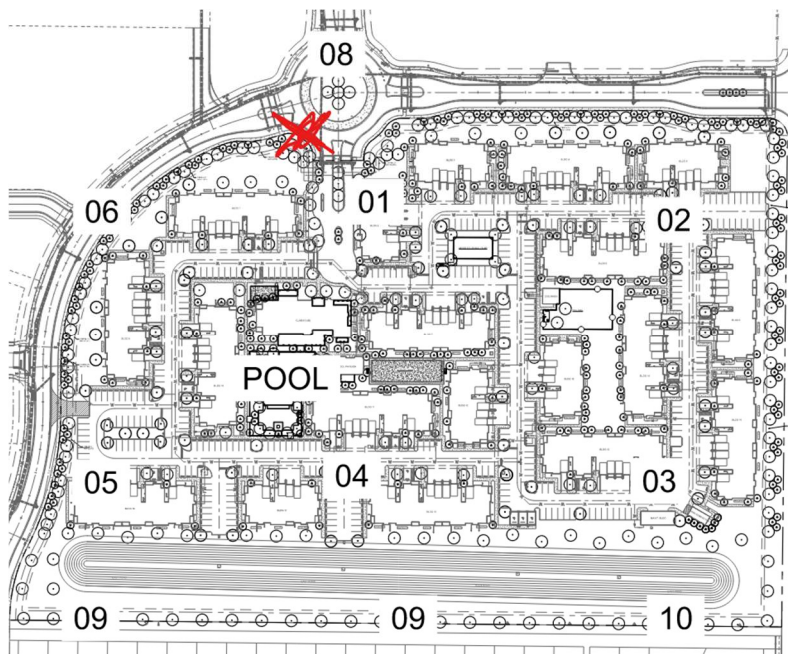
The requested variance is to allow for an off-site sign as defined under the City's Land Development Code. The location of the off-site signage from SR 50 and other rights of way is the minimum needed for visibility and project identification. Strict compliance in this specific case could potentially 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.

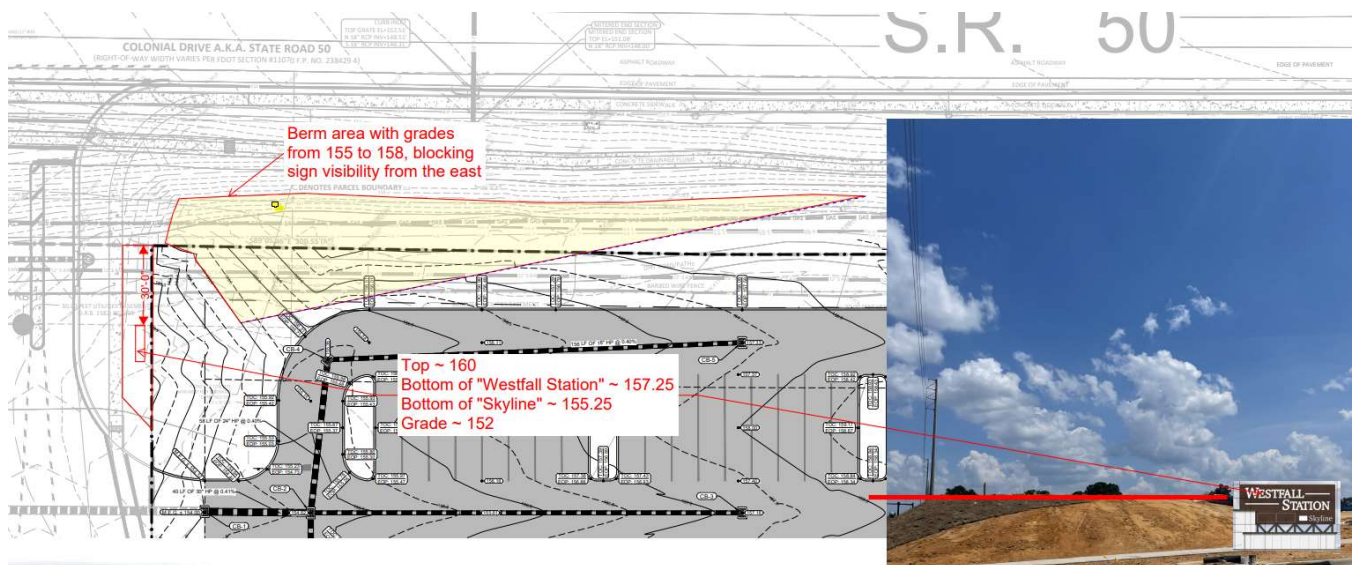
(5) The variance requested is the minimum variance that will make reasonable use of the land, building, or structure or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance were denied.

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;

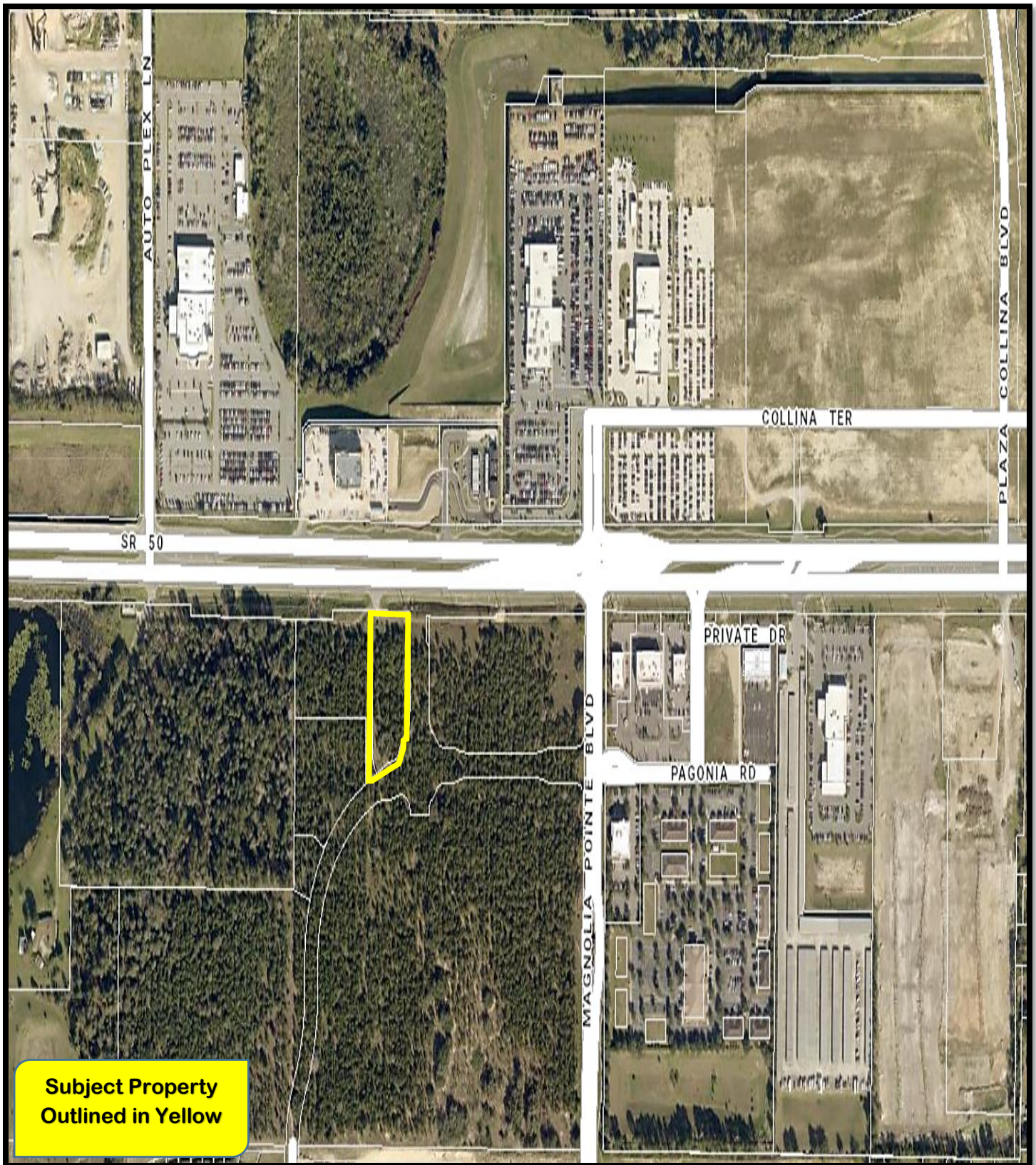
Applicant response: (Please see attached revised justification statement)

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.*

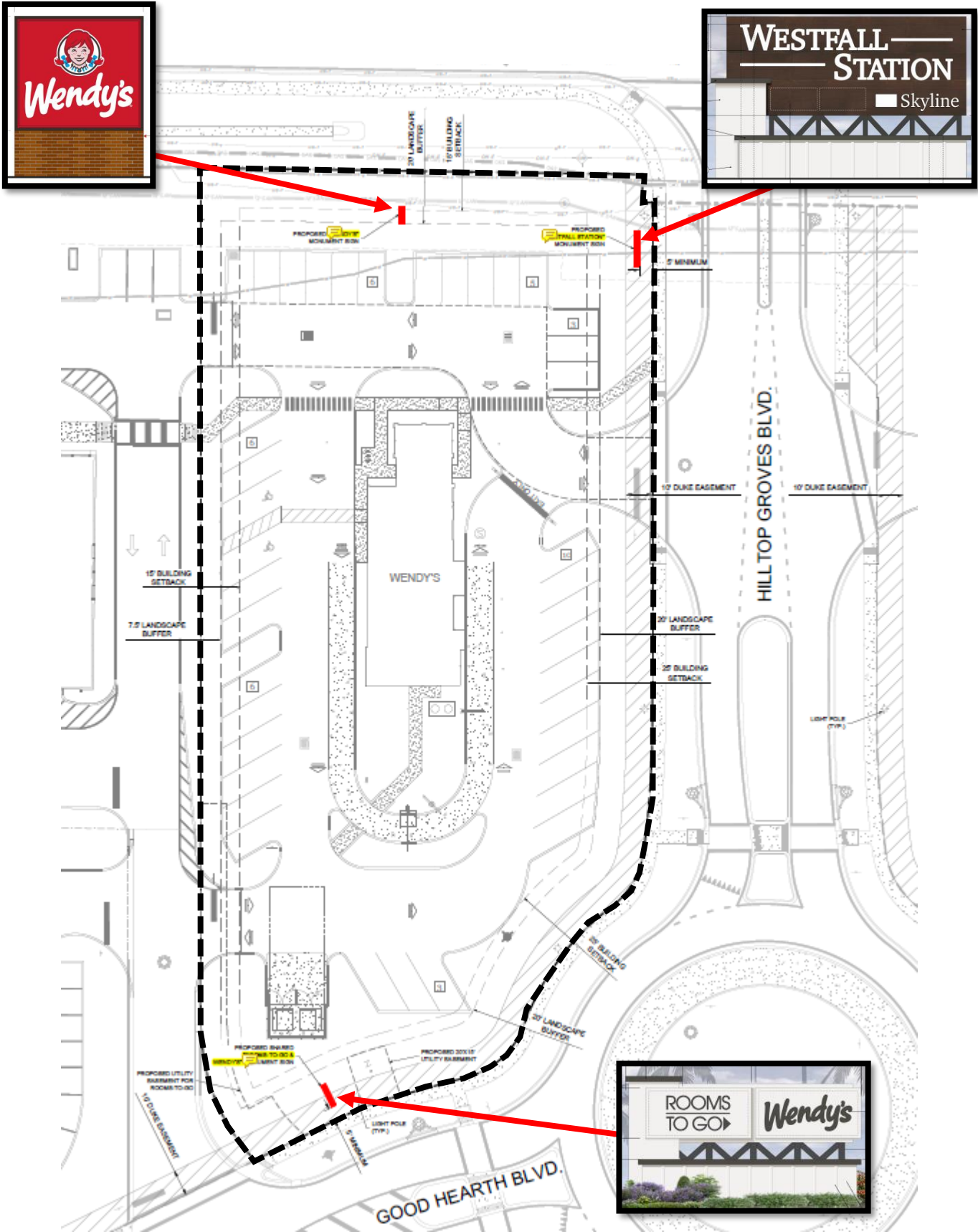
Negative Finding

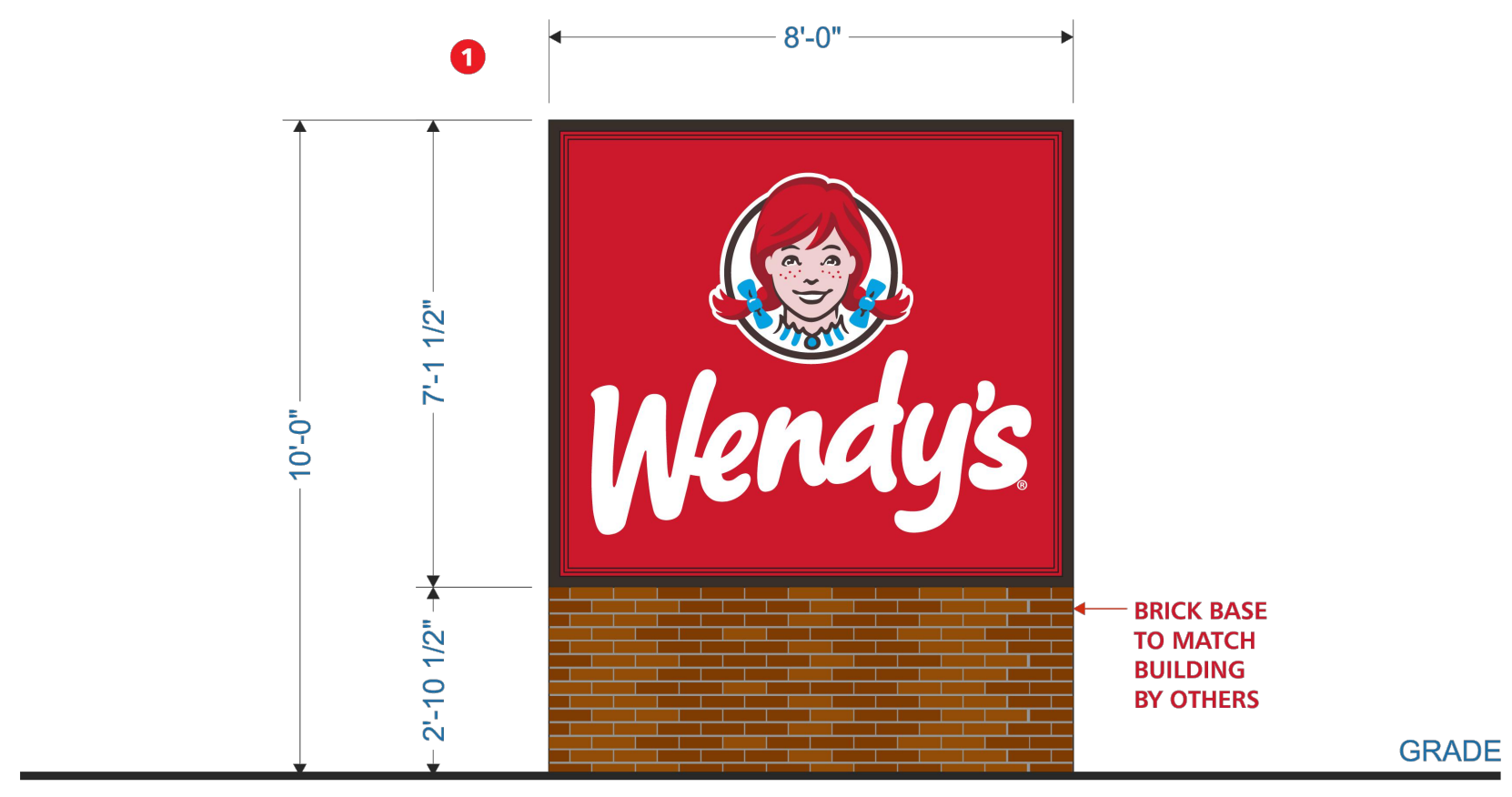
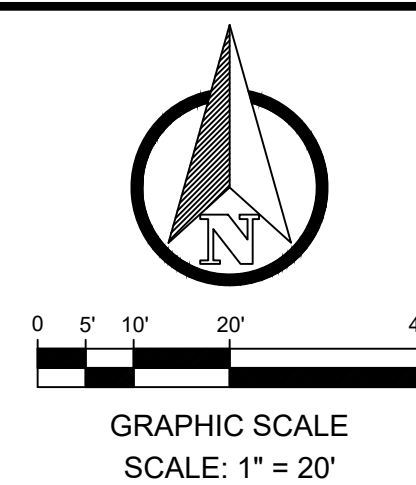
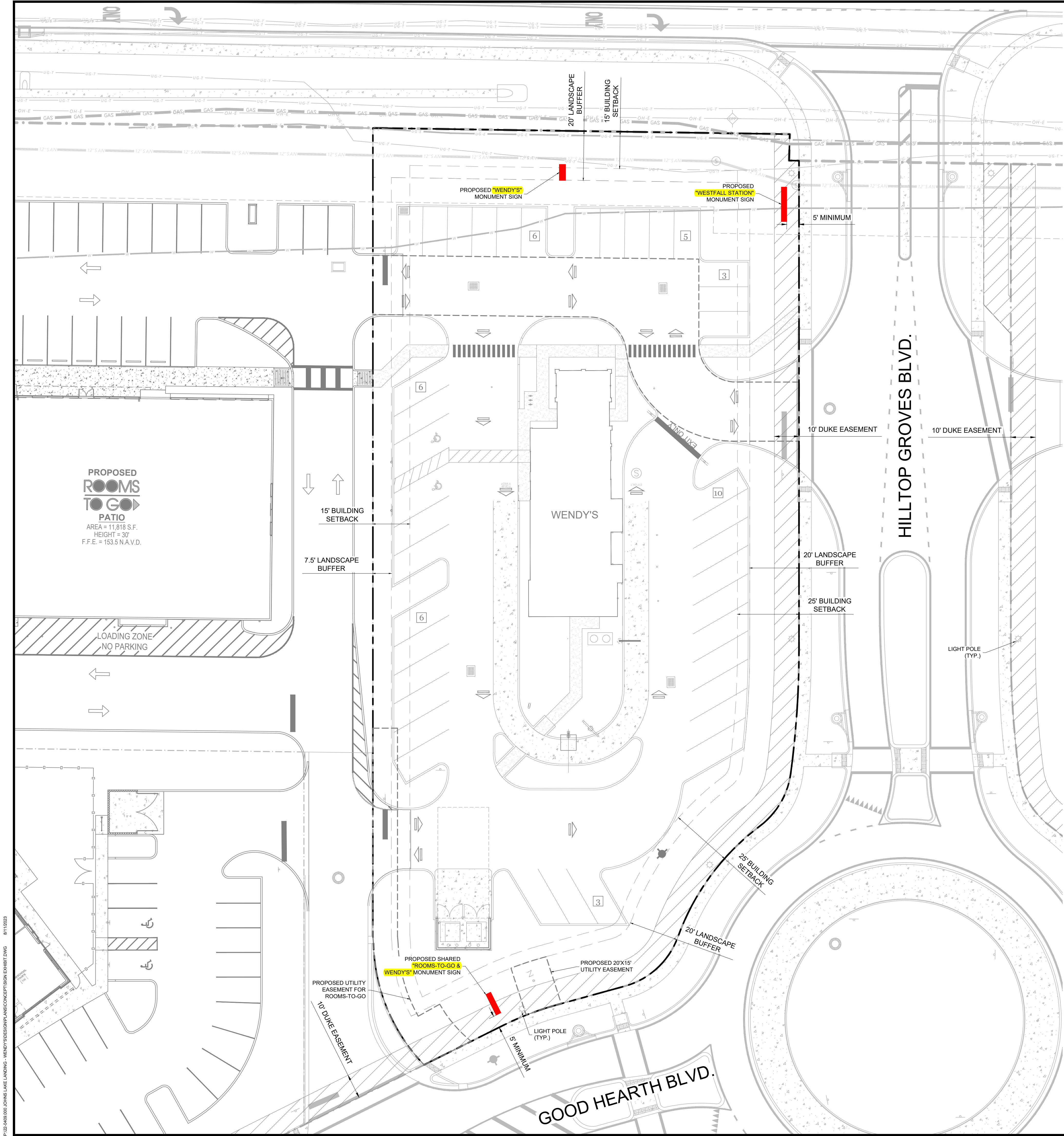
STAFF RECOMMENDATION: Section 101-246 of the Land Development Code requires a positive finding on the Review Criteria and Findings in order to grant a variance. Staff has reviewed this application as submitted, and based on the provisions of the Review Criteria and Findings, the application does not 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

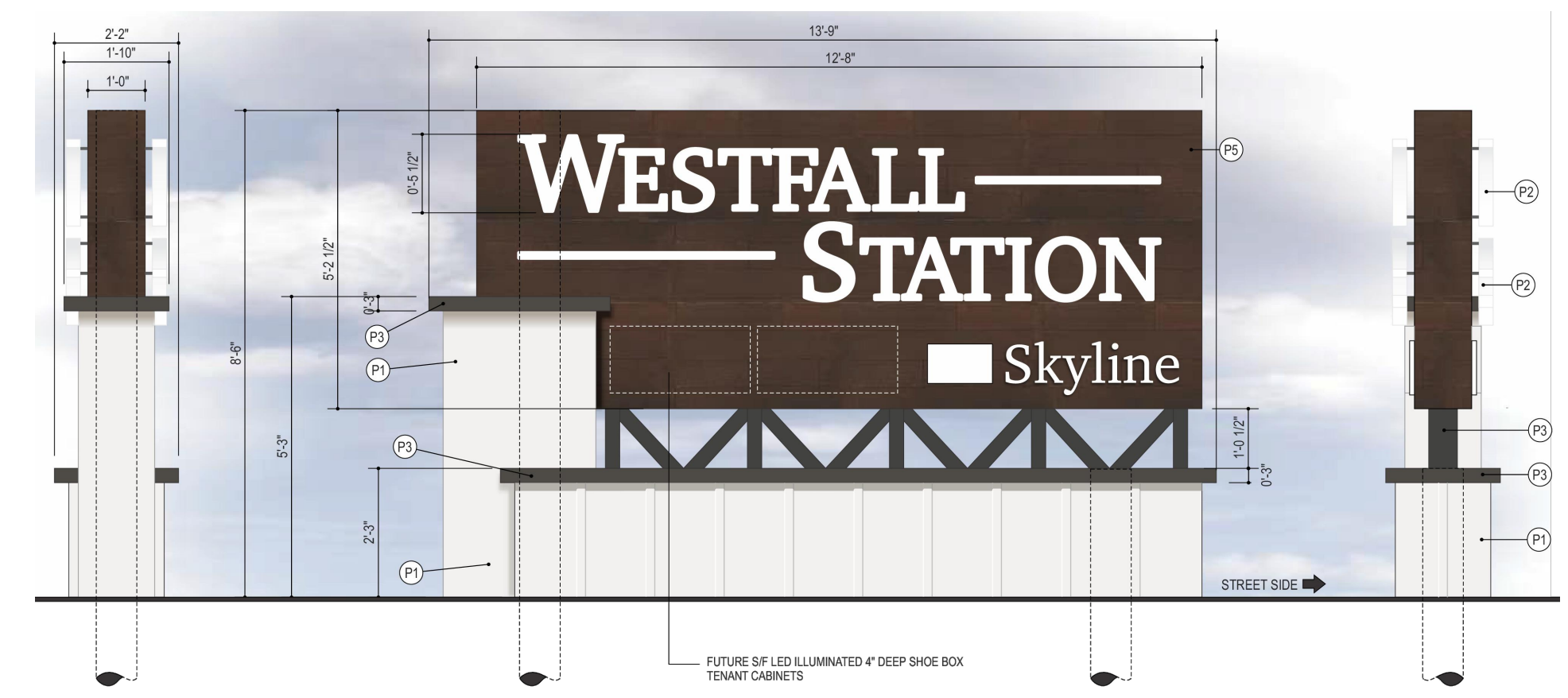




WENDY'S MONUMENT SIGN
(WENDY'S SIGN IS NOT INCLUDED IN VARIANCE APPLICATION. SIGN LOCATION AND DESIGN ARE SUBJECT TO CHANGE. THE FINAL SIGN LOCATION AND DESIGN WILL MEET LAND DEVELOPMENT CODE.)



ROOMS TO GO/ WENDY'S MONUMENT SIGN



WESTFALL STATION MONUMENT SIGN



KPMFranklin
ENGINEERS • PLANNERS • SURVEYORS

6300 HAZELTINE NATIONAL DR.
STE. 118 ORLANDO, FL 32822
PHONE (407)410-8624 COA 32059

REVISION NO.	DATE	DESCRIPTION
1	11/15/2022	ISSUED FOR PERMIT
2	11/15/2022	ISSUED FOR PERMIT
3	11/15/2022	ISSUED FOR PERMIT
4	11/15/2022	ISSUED FOR PERMIT
5	11/15/2022	ISSUED FOR PERMIT
6	11/15/2022	ISSUED FOR PERMIT
7	11/15/2022	ISSUED FOR PERMIT
8	11/15/2022	ISSUED FOR PERMIT
9	11/15/2022	ISSUED FOR PERMIT
10	11/15/2022	ISSUED FOR PERMIT

PROPOSED SIGN LOCATION EXHIBIT

WENDY'S
AT JOHN'S LAKE LANDING

CAUTION

0 1/2 1

IF THIS SCALE BAR DOES NOT MEASURE 1" THE DOCUMENT IS NOT TO SCALE

JOB NO. 22-0409-000

DESIGN DATE: 11/15/2022

DESIGNED BY: GELALIA

DRAWN BY: NANCY

APPROVED BY: BOON

SHEET NO. 1

EX

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:

- 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)**
- 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)**
- 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)**
- GROSS LAND AREA (AND OTHER AREAS IF SPECIFIED BY THE CLIENT). **(SHOWN ON MAP OF SURVEY)**
- (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)**
- (a) EXTERIOR DIMENSIONS OF ALL BUILDINGS AT GROUND LEVEL. **(NONE OBSERVED AT DATE OF FIELDWORK)**
- 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)**
- 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)**
- EVIDENCE OF UNDERGROUND UTILITIES EXISTING ON OR SERVING THE SURVEYED PROPERTY (IN ADDITION TO THE OBSERVED EVIDENCE OF UTILITIES REQUIRED PURSUANT TO SECTION 5 ABOVE):
(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)
- 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)**
- 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:

- 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.
- ANY RIGHTS, INTERESTS, OR CLAIMS OF PARTIES IN POSSESSION OF THE LAND NOT SHOWN BY THE PUBLIC RECORDS. **(NOT A SURVEY MATTER)**
- 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)**
- 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)**
- 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)**
- 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)**
- ANY MINERALS OR MINERAL RIGHTS LEASED, GRANTED OR RETAINED BY CURRENT OR PRIOR OWNERS. **(NOT A SURVEY MATTER)**
- TAXES AND ASSESSMENTS FOR THE YEAR 2022 AND SUBSEQUENT YEARS, WHICH ARE NOT YET DUE AND PAYABLE. **(NOT A SURVEY MATTER)**
- EASEMENT RESERVATION AS SET FORTH IN WARRANTY DEED RECORDED JANUARY 19, 1959, RECORDED IN BOOK 73, PAGE 589. **(DOES NOT AFFECT SUBJECT PARCEL)**
- EASEMENT FOR UTILITIES IN FAVOR OF CITY OF CLERMONT, RECORDED FEBRUARY 6, 1998, RECORDED IN BOOK 1582, PAGE 403. **(SHOWN ON MAP OF SURVEY)**
- 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)**
- THIS ITEM HAS BEEN INTENTIONALLY DELETED.
- THIS ITEM HAS BEEN INTENTIONALLY DELETED.

- ORDINANCE #2012-7 RECORDED MARCH 19, 2012 IN BOOK 4138, PAGE 52 **(ORDINANCE - NOT A SURVEY MATTER)**

- 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)**

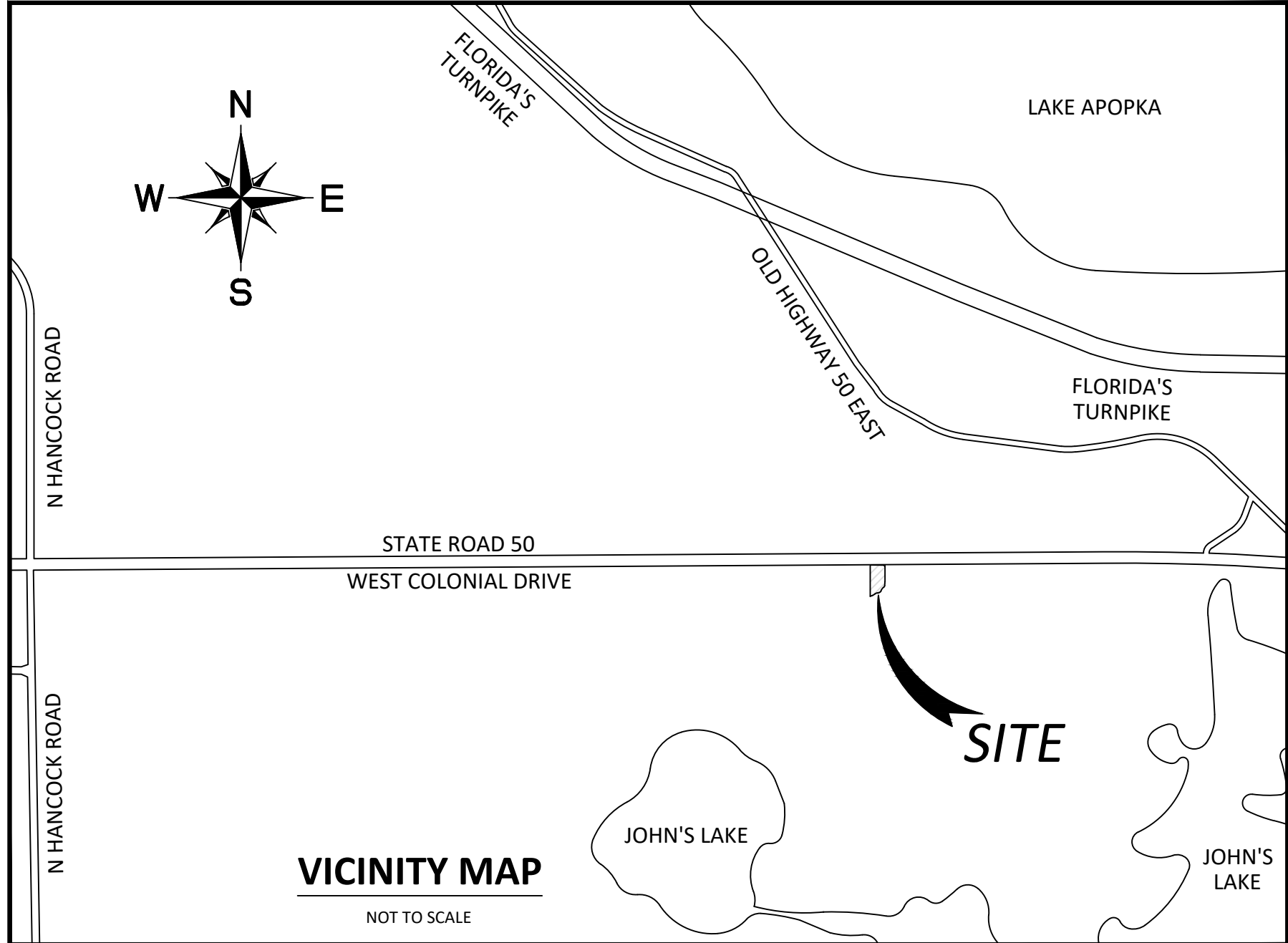
- BOARD OF COUNTY COMMISSIONERS ORDINANCE NO. 2021-32 (JOHN'S LAKE LANDING PUD) RECORDED OCTOBER 28, 2021 IN BOOK 5824, PAGE 1074. **(ORDINANCE - NOT A SURVEY MATTER)**

- NOTICE OF ENVIRONMENTAL RESOURCE PERMIT RECORDED DECEMBER 14, 2021 IN BOOK 5856, PAGE 2097. **(NOTICE - NOT A SURVEY MATTER)**

- 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)**

- 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	NT	NONE-TANGENT
ALTA	AMERICAN LAND TITLE ASSOCIATION	ORB	OFFICIAL RECORDS BOOK
(C)	CALCULATED DATA	NSPS	NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS
COA	CERTIFICATE OF AUTHORIZATION	P.B.	PLAT BOOK
CONC	CONCRETE	PC	POINT OF CURVATURE
(D)	TITLE DESCRIPTION DATA	PCC	POINT OF COMPOUND CURVATURE
E.D.M.	ELECTRONIC DISTANCE MEASUREMENT	PLS	PROFESSIONAL LICENSED SURVEYOR
EL/ELEV	ELEVATION	PRC	POINT OF REVERSE CURVATURE
ENCR	ENCROACHMENT	PT	POINT OF TANGENCY
FAC	FLORIDA ADMINISTRATIVE CODE	PUD	PLANNED UNIT DEVELOPMENT
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION	SEC	SECTION
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY	S.U.E.	SUBSURFACE UTILITY EXPLORATION
F.P.	FEDERAL PROJECT	U.S.	UNITED STATES
G.P.R.	GROUND PENETRATING RADAR	A	CENTRAL ANGLE
GPS	GLOBAL POSITIONING SYSTEM	R	RADIUS
ID	IDENTIFICATION	L	ARC LENGTH
INV	INVERT	CB	CHORD BEARING
IS	LICENSED BUSINESS	C	CHORD DISTANCE
(M)	LICENSED SURVEYOR		
NAD	MEASURED DATA		
NO.	NORTH AMERICAN DATUM NUMBER		

SYMBOLS LEGEND:

	CONCRETE UTILITY POLE		SITE BENCHMARK
	SIGN		MITERED END SECTION
	SANITARY MANHOLE		SCHEDULE BII ITEM
	UNDERGROUND GAS LINE		ASPHALT SURFACE
	UNDERGROUND CABLE TELEVISION LINE		CONCRETE SURFACE
	UNDERGROUND STORM DRAIN PIPE		
	OVERHEAD UTILITY LINE		

SURVEYOR'S NOTES:

- PLAT AND DEED BEARINGS AND DISTANCES SHOWN HEREON ARE RELATIVE TO THE LEGAL DESCRIPTION PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY.
- 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).
- 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).
- 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)
- 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).
 - THE REDUNDANT RTK (REAL TIME KINEMATICS) OBSERVATIONS WERE PERFORMED TO ESTABLISH THE PRIMARY NETWORK CONTROL. THE OBSERVATIONS WERE PERFORMED ON OCTOBER 12, 2020.
 - A FIELD TRAVERSE WAS USED TO ESTABLISH INTERMITTENT CONTROL BETWEEN THE GPS POINTS.
 - HORIZONTAL CONTROL IS BASED ON FLORIDA STATE PLANE COORDINATE EAST (901) NAD (NORTH AMERICAN DATUM) 1983/2011ADJ.
- ALL DISTANCES WERE MEASURED WITH E.D.M. EQUIPMENT AND HAVE BEEN ADJUSTED FOR TEMPERATURE.
- 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.
- ONE-FOOT CONTOUR INTERVALS ARE SHOWN HEREON.
- 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.
- 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.
- 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.
- ABOVE GROUND UTILITIES SHOWN WERE LOCATED BY FIELD OBSERVATIONS. UTILITIES SYMBOLS ARE NOT TO SCALE.
- 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.
- 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.
- THIS SURVEY DOES NOT INCLUDE THE LOCATION OF ANY POSSIBLE WETLAND OR JURISDICTIONAL BOUNDARIES, OR ENDANGERED SPECIES LANDS.
- 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.
- THIS SURVEY MAP MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED INFORMATION.
- DIMENSIONS SHOWN HEREON ARE IN U.S. STANDARD FEET AND DECIMALS THEREOF.
- 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

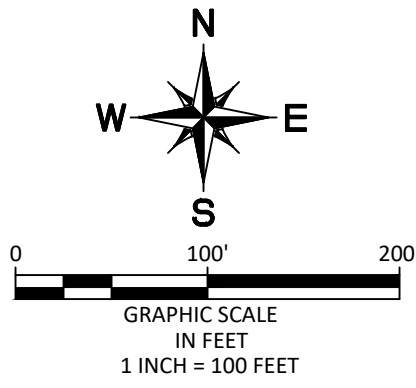
JOHN'S LAKE - WENDY'S

CAUTION
IF THIS SCALE BAR DOES
NOT MEASURE 1" THE
DOCUMENT IS NOT TO
SCALE

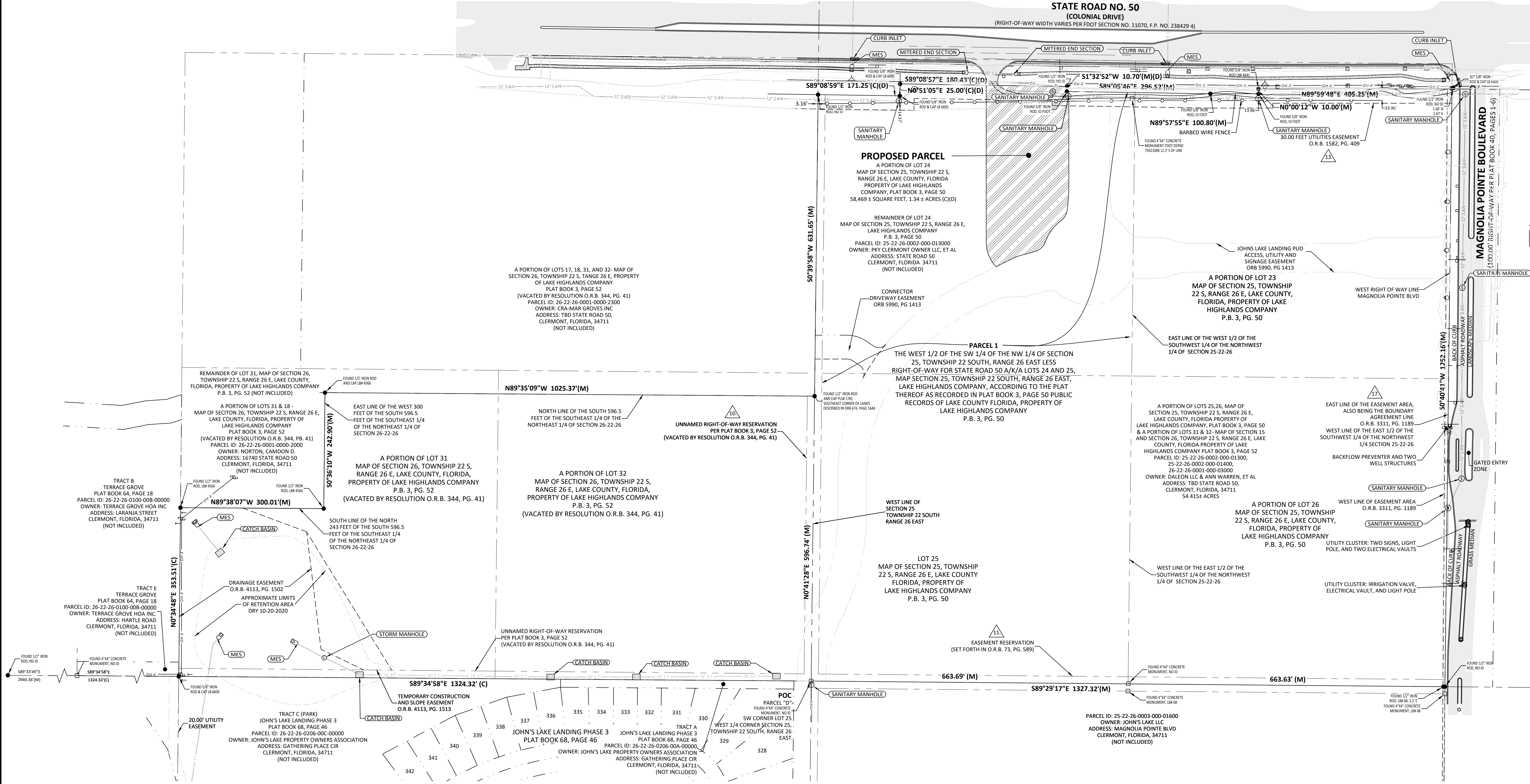
DATE:	01/28/2022
JOB NO:	21-0454.000
REGION:	
DRAWN:	MWH/JTP
APPROVED:	MWH
SHEET NO:	1 OF 3
REV:	

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
KISSIMEE, FL 32741
PHONE (407) 846-1216
COA 32069 LB 6605



REV. NO.	DATE	DESCRIPTION
8		
7		
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4		
3		
2		
1		

REV. NO.	DATE	DESCRIPTION
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MAP OF ALTA/NSPS LAND
TITLE SURVEY

JOHN'S LAKE - WENDY'S

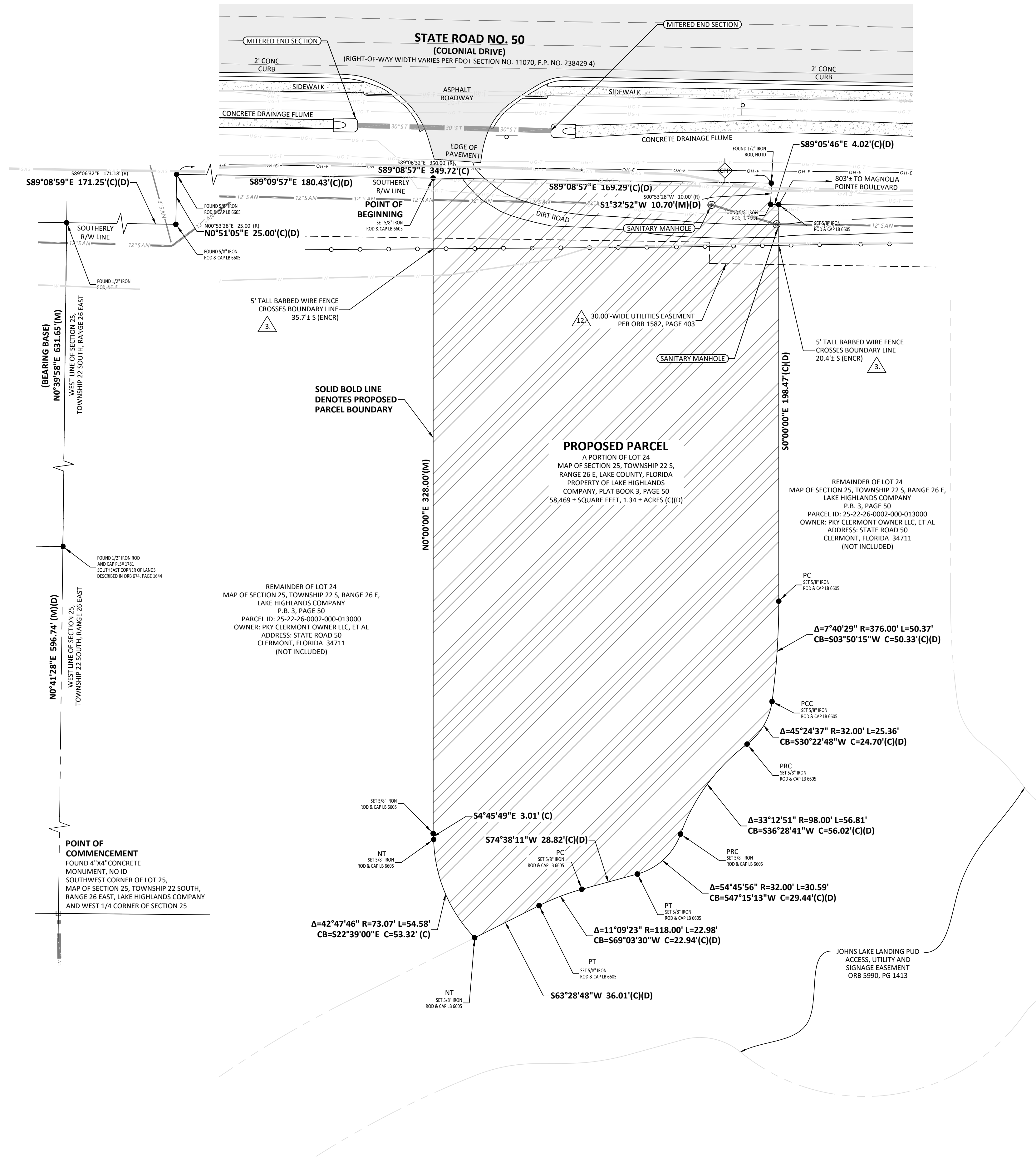
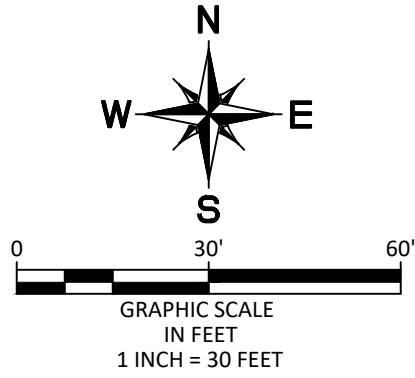
CAUTION
IF THIS SCALE BAR DOES
NOT MEASURE 1" THE
DOCUMENT IS NOT TO
SCALE

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
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1012 EMMET STREET, SUITE A
KISSIMMEE, FL 32741
PHONE (407) 846-1216
COA 32059 LB 6605

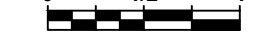
REV. NO.	8	DATE	
REV. NO.	7	DATE	
REV. NO.	6	DATE	
REV. NO.	5	DATE	
REV. NO.	4	DATE	
REV. NO.	3	DATE	
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REV. NO.	1	DATE	

REV. NO.	10	DATE	
REV. NO.	9	DATE	
REV. NO.	8	DATE	
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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) Height 117-15 (a) (5) (iii) Width 117-15 (a) (5) (iv) One Sign per Frontage 117-15 (a) (3) 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) Height 117-15 (a) (5) (i) Width 117-15 (a) (5) (iv) One Sign per Frontage 117-15 (a) (3) 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) Height 117-15 (a) (5) (iii) Width 117-15 (a) (5) (iv) One Sign per Frontage 117-15 (a) (3) 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
- ☒ Fee: \$300.⁰⁰ plus advertisement for existing single-family residential.
\$600.⁰⁰ plus advertisement for all others.

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



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
APPLICATION

DATE August 11, 2023		FEE: \$600.00	
Project Name (if applicable) John's Lake Landing - Wendy's			
Applicant KPM Franklin			
Contact Person Robby Moon			
Address	6300 Hazeltine National Drive, Suite 118	City Orlando	State FL Zip 32822
Telephone	(407) 994-4441	Fax	
Email	rmoon@kpmfranklin.com		
OWNER INFORMATION ☐ (Check box if information is same as Applicant)			
Owner's Name Edilberto Rodriguez			
Owner Address	4030 NE 30th Avenue	City Lighthouse Point	State FL Zip 33064
Telephone	786-258-1633	Email	EDDIE@WENCORG.COM.
PROPERTY INFORMATION			
Address of Subject Property	SR 50	City Clermont	State FL Zip 34711
General Location Located on the south side of SR 50 and west of Magnolia Pointe Blvd within the John's Lake Landing PUD.			
Legal Description & Alternate Key (include copy of survey) A PORTION OF LOT 24 MAP OF SECTION 25, TOWNSHIP 22 S, RANGE 26 E, LAKE COUNTY, FLORIDA PROPERTY OF LAKE HIGHLANDS COMPANY, PLAT BOOK 3, PAGE 50 AltKey: 3944668			
Land Use (City verification required) Urban Low Density			
Zoning (City verification required) 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

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

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

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

Print

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

Order Confirmation Amount	\$92.16
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Ad Preview

LEGAL NOTICE

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

LOCATION

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

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

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

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

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

Tracy Ackroyd Howe, MMC
City Clerk
Daily Commercial
December 5, 2023

#9558885 12/5/23

AGENDA ITEM

Meeting Date		
Tuesday, February 27, 2024		
Agenda Item Name		
Ordinance No. 2023-029 <i>Final</i> <i>Waterbrooke Phase 7 Annex</i>		
Requested Action		
Recommend approval of Ordinance 2023-029		
Staff Report		
<i>This item was tabled at the November 28, 2023, January 9, 2024, and February 13, 2024, City Council meetings.</i> The applicant, Mattamy Orlando LLC, is requesting voluntary annexation of the subject property by adjacency to the City limits. The property, approximately 23.95 +/- acres, is adjacent to the Waterbrooke subdivision, which is in the City of Clermont.  The property is located within the Clermont Joint Planning Area (JPA) and Utility Service Boundary. The applicant is requesting a small scale comprehensive plan amendment and an amendment to the Waterbrooke PUD to allow a single family housing phase, Phase 7, to be developed. The property boundaries are contiguous to the City boundaries, as required by Florida Statutes for annexation. The City is able to serve the proposed development, and the annexation would be a logical expansion to the boundary. Staff recommends approval of Ordinance 2023-029.		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ord. 2023-029	Ord. 2023-029.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.

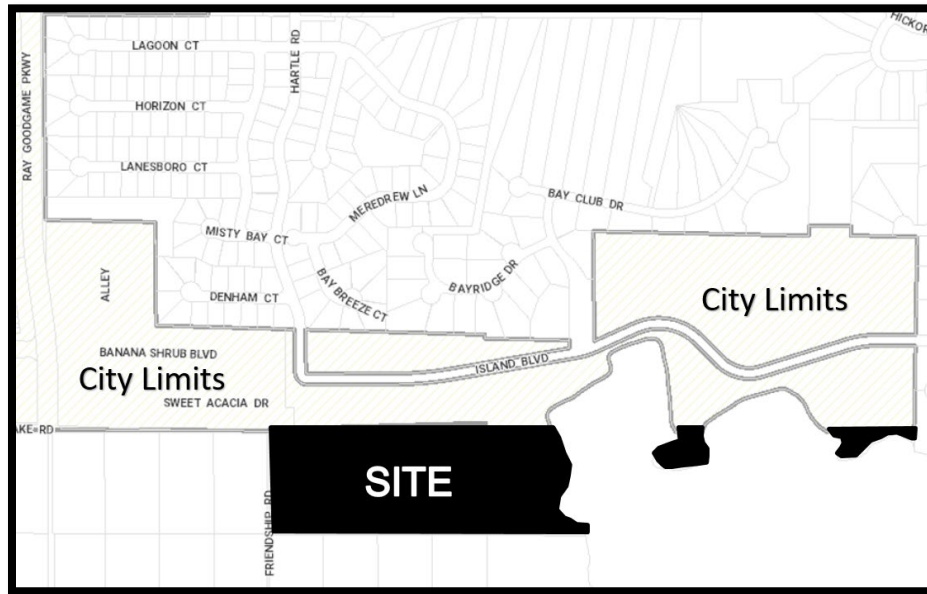
ALSO: BEGIN AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 35, TOWNSHIP 22 SOUTH, RANGE 26 EAST, RUN THENCE WEST ALONG THE MID-SECTION LINE 1304.75 FEET, THENCE NORTH 8.3 FEET, THENCE EAST TO A POINT 50.25 FEET NORTH OF THE POINT OF BEGINNING, THENCE SOUTH TO THE POINT OF BEGINNING.

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 27th day of February, 2024.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

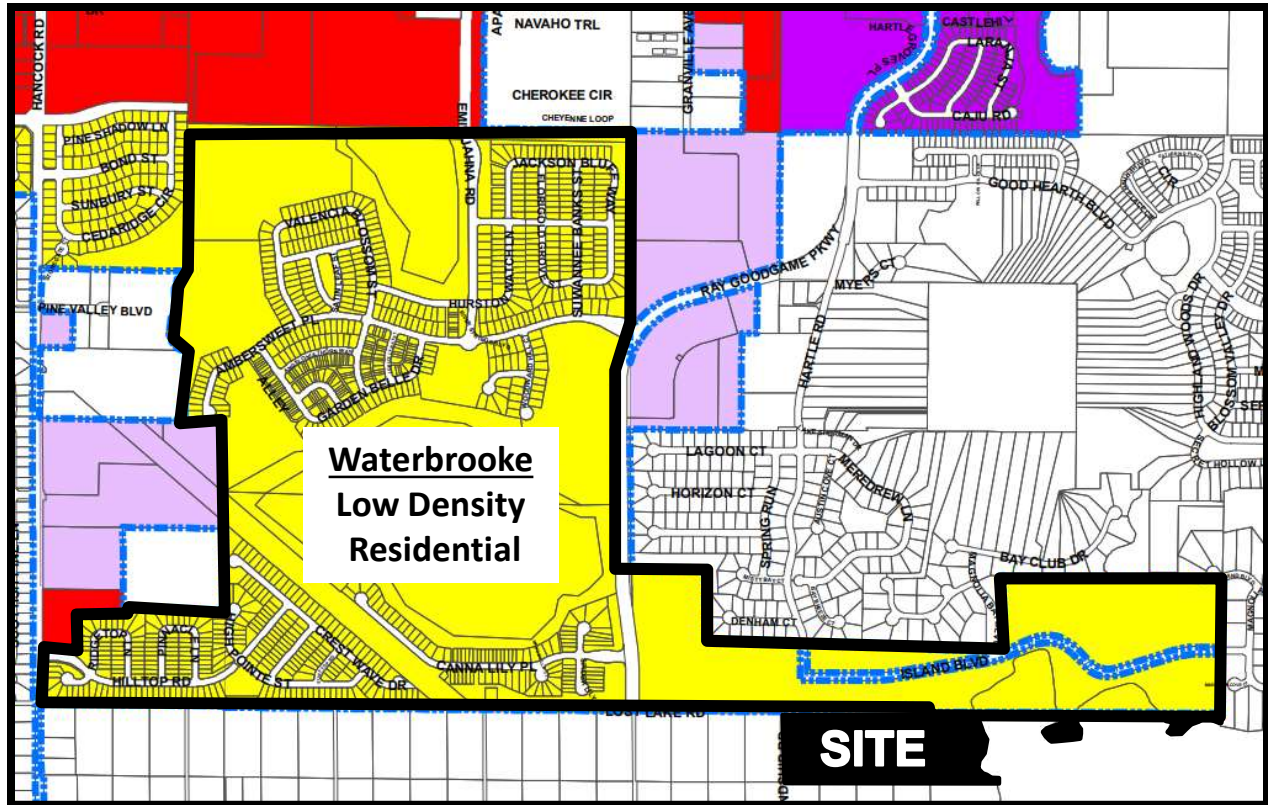
Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map – Waterbrooke Phase 7



Exhibit – Future Land Use Map – Waterbrooke Phase 7





CITY OF CLERMONT REZONING FILING INSTRUCTIONS

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

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

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

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



CITY OF CLERMONT
REZONING
APPLICATION

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



CITY OF CLERMONT REZONING APPLICATION

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

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

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

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

Jonathan D. Droor, PE, Asst. VP

Applicant Name (print)

x

Applicant Name (signature)

Sadique Jaffer, Managing Member

Owner Name (print)

x

Owner Name (signature)

City of Clermont

Development Services Department

685 W. Montrose St.

P.O. Box 120219

Clermont, FL 34712-0219

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

5/22/2020



CITY OF CLERMONT
COMPREHENSIVE PLAN AMENDMENT
Application Instructions

APPLICATION FEE:

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

APPLICATION PROCESS:

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

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

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

AMENDMENT TIME FRAME:

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



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

Application Information Required

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

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

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



CITY OF CLERMONT
COMPREHENSIVE PLAN AMENDMENT
Application

DATE: _____

FEE: _____

Project Name (if applicable): Waterbrooke Phase 7

Applicant: Mattamy Orlando, LLC

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

Address: 2450 Maitland Center Parkway, Suite 300

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

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

E-Mail: Jon.Droor@mattamycorp.com

OWNER: Friendship Capital Group, LLC

Address: 103 Commerce Street, Suite 160

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

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

E-Mail: sidjaffer@yahoo.com

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

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

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

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

Existing (Actual) Land Use: Vacant Undeveloped

Existing Zoning: A (County)

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

Proposed Future Land Use: Low Density Residential (City)

Type of development proposed: Single Family Residential



1.9 dwelling units/gross acre across

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

Proposed Zoning District: PUD

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

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

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

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

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

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

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



APPLICANT'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

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

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

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

Jonathan D. Droor, PE, Assistant Vice President

Affiant - Applicant Name (print)

X

Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

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



X Gillian T. Chung-Miller

Notary Public, State of Florida at Large

My Commission Expires: 02/26/2023



OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

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

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

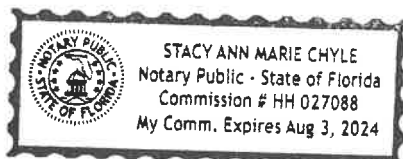
1. That he (she) is the fee-simple owner of the property legally described on the attachment of this application.
2. That he (she) desires a Future Land Use Amendment from
Rural (County) to Low Density Residential (City) for the
property legally described on the attachment of this application.
3. That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

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

X [Signature]
Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

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



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

My Commission Expires: 8/3/24



CHECK LIST & FILING INSTRUCTIONS

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

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

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

PROCEDURES:

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



APPLICATION & PETITION

DATE: _____

FEE: \$155.⁰⁰
+ cost of advertising

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

PROJECT NAME (if applicable): Waterbrooke Phase 7

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

Address: 2450 Maitland Center Parkway, Suite 300

City: Maitland State: FL Zip: 32751

Phone: 407-215-6264 Fax: _____

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

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

Address: 103 Commerce Street, Suite 160

City: Lake Mary State: FL Zip: 32746

Phone: 407-548-6201 Fax: _____

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

Address: 2450 Maitland Center Parkway, Suite 300

City: Maitland State: FL Zip: 32751

Phone: 407-215-6264 Fax: _____

E-Mail: Jon.Droor@mattamycorp.com

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

Alt Key #1412021

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

The property is PRESENTLY used for: Vacant Undeveloped

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



Existing Lake County Land Use* : Rural

Existing Lake County Zoning* : A

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

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

State the reason or basis for this request: _____

Planned Residential Development / Expansion of Waterbrooke PUD

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

Section 35, Township 22, Range 26

See attached boundary survey with legal description.

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



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

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

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

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

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

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

Jonathan D. Droor, PE, Assistant Vice President

Landowner (Petitioner)

12/15/2022

Date

Gillian T. Chung-Miller
Notary Public

02/26/2023

My Commission Expires





OWNER / AGENT AFFIDAVIT (ANNEXATION)

Date: _____

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

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

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

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

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

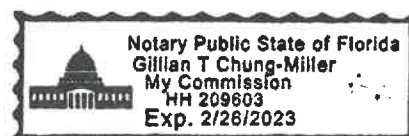
Sworn to and subscribed before
me this 9 day of December,
2022.

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

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

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

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



LEGAL NOTICE

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

ORDINANCE NO. 2023-029

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

LOCATION:

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



LEGAL DESCRIPTION:

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

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

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

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

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

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

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

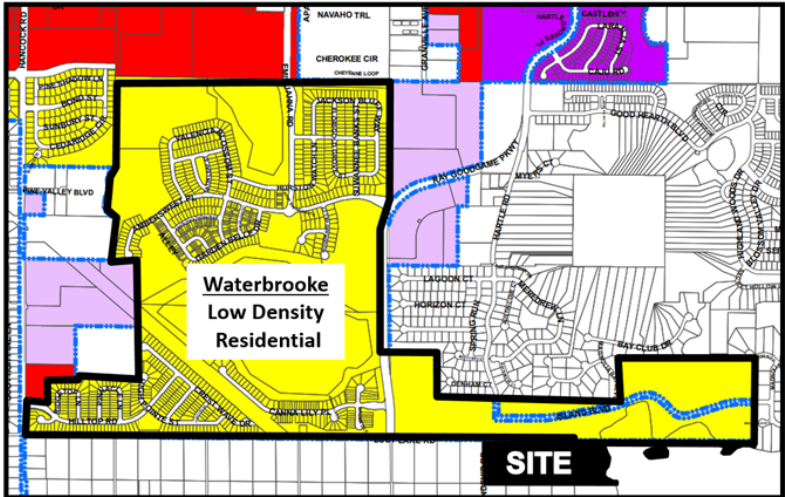
Tracy Ackroyd Howe, MMC
City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, February 27, 2024		
Agenda Item Name		
Ordinance No. 2023-030 <i>Final</i> <i>Waterbrooke Phase 7 SSCP</i>		
Requested Action		
Recommend approval of Ordinance 2023-030		
Staff Report		
<i>This item was tabled at the November 28, 2023, January 9, 2024, and February 13, 2024, City Council meetings.</i> 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. The <i>Planning and Zoning Commission recommended approval, 5-2.</i>		
		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ord. 2023-030	Ord. 2023-030 .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.	Legal Ad	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 27th day of February, 2024.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

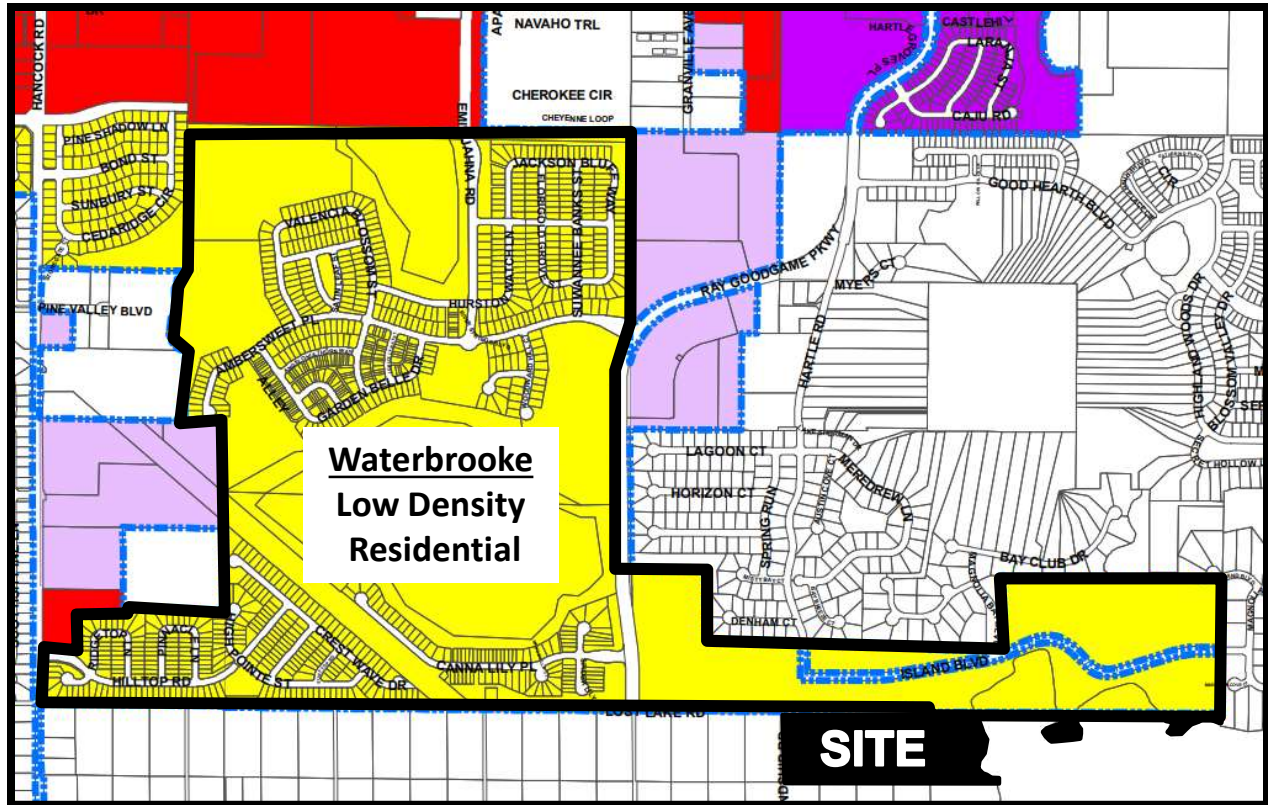
Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map – Waterbrooke Phase 7



Exhibit – Future Land Use Map – Waterbrooke Phase 7



Before
2023 - 30

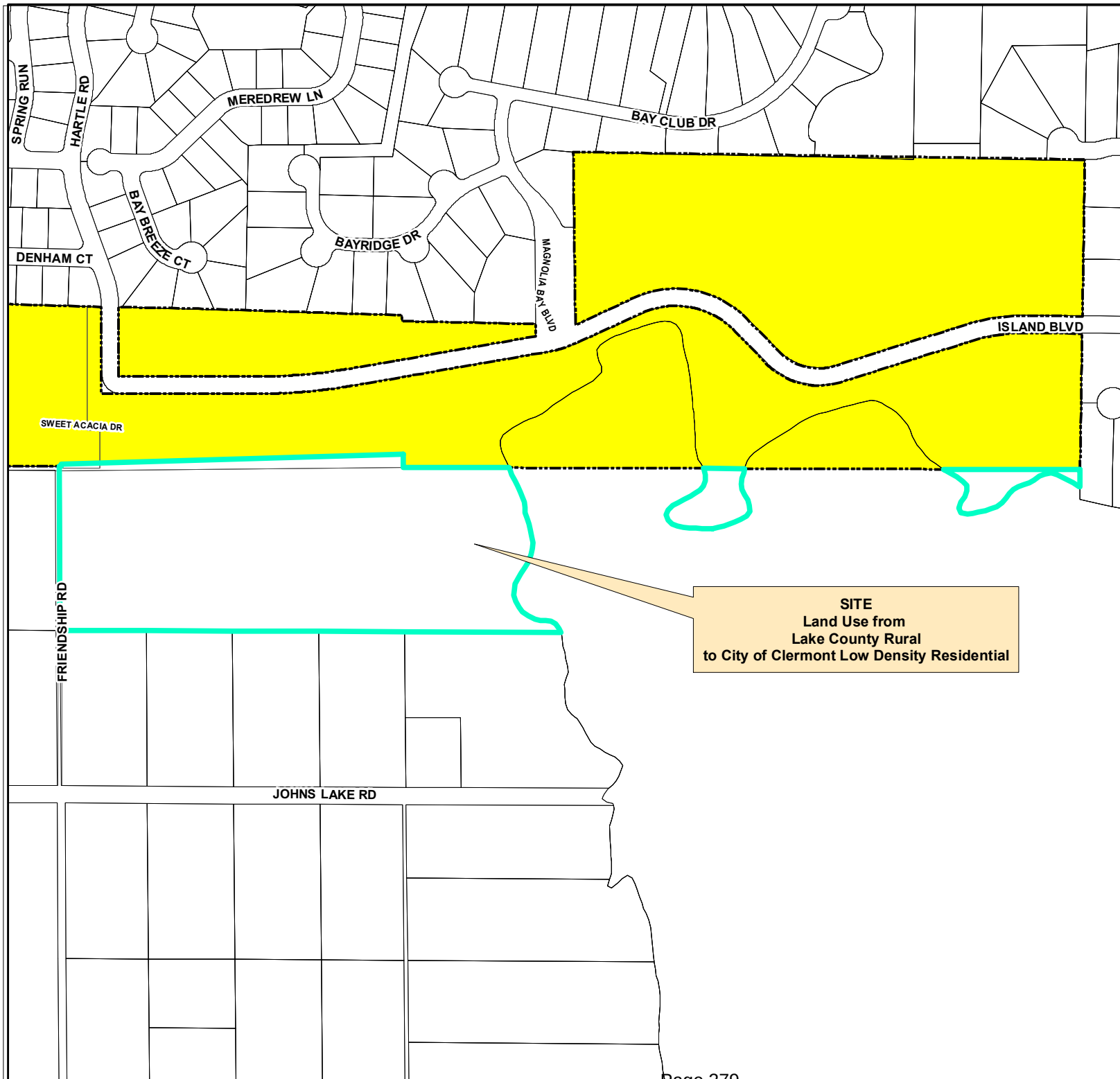
Legend

 City Limits

Clermont FLU

Land Use

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



After
2023 - 30

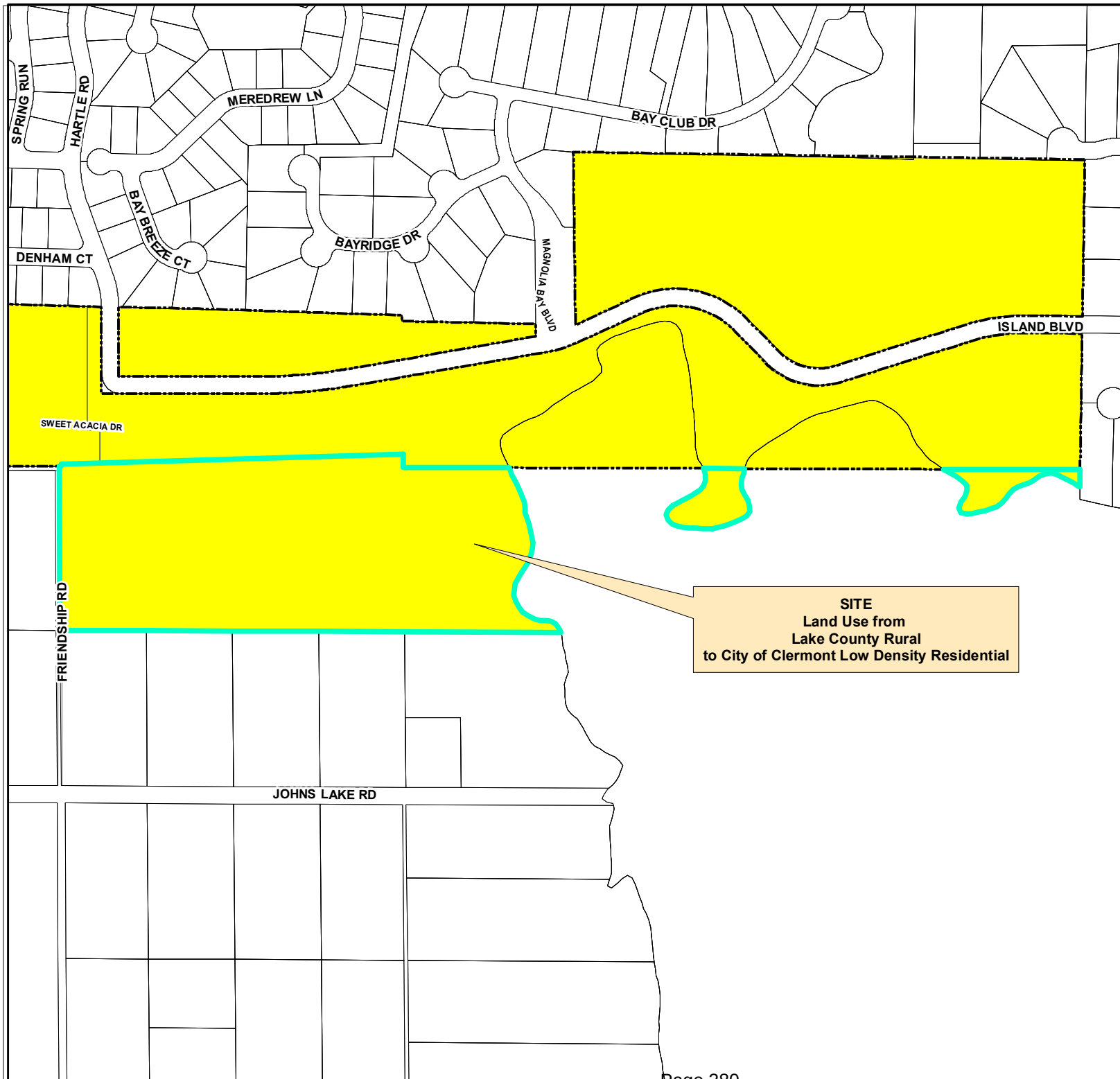
Legend

 City Limits

Clermont FLU

Land Use

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





CITY OF CLERMONT REZONING FILING INSTRUCTIONS

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

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

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

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



CITY OF CLERMONT REZONING APPLICATION

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



CITY OF CLERMONT REZONING APPLICATION

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

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

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

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

Jonathan D. Droor, PE, Asst. VP

Applicant Name (print)

x

Applicant Name (signature)

Sadique Jaffer, Managing Member

Owner Name (print)

x

Owner Name (signature)

City of Clermont

Development Services Department

685 W. Montrose St.

P.O. Box 120219

Clermont, FL 34712-0219

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

5/22/2020



CITY OF CLERMONT
COMPREHENSIVE PLAN AMENDMENT
Application Instructions

APPLICATION FEE:

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

APPLICATION PROCESS:

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

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

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

AMENDMENT TIME FRAME:

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



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

Application Information Required

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

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

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



CITY OF CLERMONT
COMPREHENSIVE PLAN AMENDMENT
Application

DATE: _____

FEE: _____

Project Name (if applicable): Waterbrooke Phase 7

Applicant: Mattamy Orlando, LLC

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

Address: 2450 Maitland Center Parkway, Suite 300

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

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

E-Mail: Jon.Droor@mattamycorp.com

OWNER: Friendship Capital Group, LLC

Address: 103 Commerce Street, Suite 160

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

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

E-Mail: sidjaffer@yahoo.com

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

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

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

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

Existing (Actual) Land Use: Vacant Undeveloped

Existing Zoning: A (County)

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

Proposed Future Land Use: Low Density Residential (City)

Type of development proposed: Single Family Residential



1.9 dwelling units/gross acre across

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

Proposed Zoning District: PUD

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

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

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

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

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

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

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



APPLICANT'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

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

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

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

Jonathan D. Droor, PE, Assistant Vice President

Affiant - Applicant Name (print)

X

Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

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



X Gillian T. Chung-Miller

Notary Public, State of Florida at Large

My Commission Expires: 02/26/2023



OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

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

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

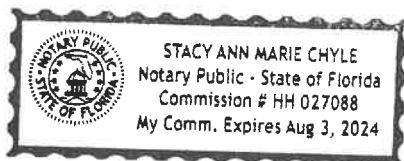
1. That he (she) is the fee-simple owner of the property legally described on the attachment of this application.
2. That he (she) desires a Future Land Use Amendment from
Rural (County) to Low Density Residential (City) for the
property legally described on the attachment of this application.
3. That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

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

X [Signature]
Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

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



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

My Commission Expires: 8/3/24



CHECK LIST & FILING INSTRUCTIONS

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

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

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

PROCEDURES:

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



APPLICATION & PETITION

DATE: _____

FEE: \$155.⁰⁰
+ cost of advertising

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

PROJECT NAME (if applicable): Waterbrooke Phase 7

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

Address: 2450 Maitland Center Parkway, Suite 300

City: Maitland State: FL Zip: 32751

Phone: 407-215-6264 Fax: _____

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

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

Address: 103 Commerce Street, Suite 160

City: Lake Mary State: FL Zip: 32746

Phone: 407-548-6201 Fax: _____

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

Address: 2450 Maitland Center Parkway, Suite 300

City: Maitland State: FL Zip: 32751

Phone: 407-215-6264 Fax: _____

E-Mail: Jon.Droor@mattamycorp.com

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

Alt Key #1412021

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

The property is PRESENTLY used for: Vacant Undeveloped

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



Existing Lake County Land Use* : Rural

Existing Lake County Zoning* : A

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

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

State the reason or basis for this request: _____

Planned Residential Development / Expansion of Waterbrooke PUD

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

Section 35, Township 22, Range 26

See attached boundary survey with legal description.

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



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

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

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

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

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

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

Jonathan D. Droor, PE, Assistant Vice President

Landowner (Petitioner)

12/15/2022

Date

Gillian T. Chung-Miller
Notary Public

02/26/2023

My Commission Expires





OWNER / AGENT AFFIDAVIT (ANNEXATION)

Date: _____

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

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

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

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

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

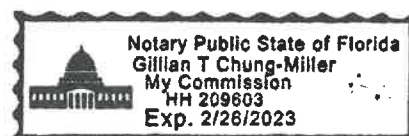
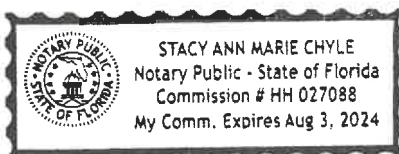
Sworn to and subscribed before
me this 9 day of December,
2022.

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

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

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

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



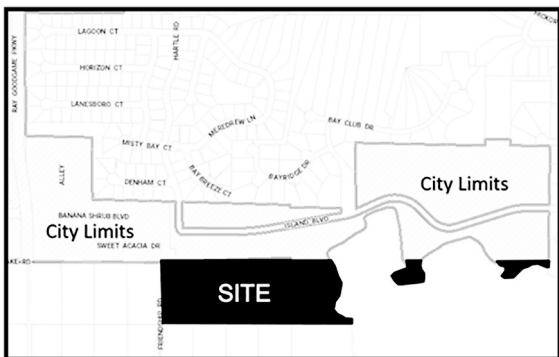
CITY OF CLERMONT
NOTICE OF PROPOSED LAND USE CHANGE
Small Scale Comprehensive Plan Amendment

ORDINANCE NO. 2023-030

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

ORDINANCE 2023-030

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



Location:

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

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

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

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

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

Tracy Ackroyd Howe, MMC
City Clerk



CITY OF CLERMONT

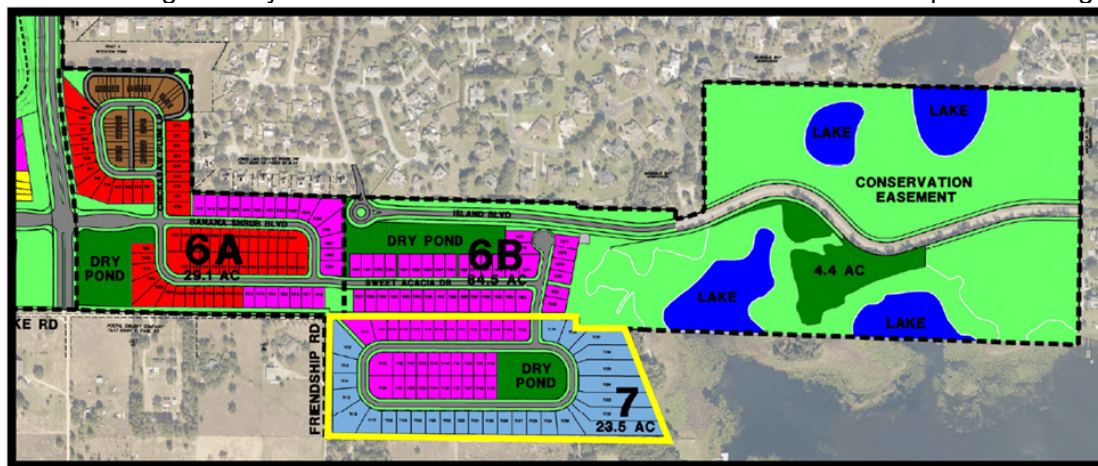
AGENDA ITEM

Page 1 of 2

Meeting Date	
Tuesday, February 27, 2024	
Agenda Item Name	
Ordinance No. 2023-031 <i>Final</i> <i>Waterbrooke Phase 7 Rezoning</i>	
Requested Action	
Recommend approval of Ordinance 2023-031	
Staff Report	

This item was tabled at the November 28, 2023, January 9, 2024, and February 13, 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. *The 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 | Ord 2023-031 .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. | Legal Ad | 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



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FEET THROUGH A CENTRAL ANGLE OF 18°22'24" TO THE END OF SAID CURVE; THENCE RUN S89°08'11"E FOR A DISTANCE OF 203.12 FEET TO THE EAST LINE OF GOVERNMENT LOT 1, SAID SECTION 35 AND THE POINT OF TERMINATION B OF THE AFORESAID CENTERLINE.

EXCLUDING THAT PORTION OF JOHNS LAKE SOUTH OF ISLAND BLVD. LYING WATER WARD OF THE SAFE UPLAND LINE (ELEVATION 98.0 NGVD 29).

AND FURTHER LESS AND EXCEPT FROM PARCELS 1 THROUGH 7 ABOVE:

THAT PART OF SECTION 35, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST 1/4 CORNER OF SAID SECTION 35, SAID CORNER MARKED BY A 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION) (CERTIFIED CORNER RECORD NO. 38693); THENCE S88°00'40"E ALONG THE EAST-WEST CENTER OF SECTION LINE OF SAID SECTION 35, A DISTANCE OF 857.52 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID CENTER OF SECTION LINE S88°00'40"E, A DISTANCE OF 481.86 FEET TO A POINT ON THE EAST LINE OF THE PLATTED PORTION OF POSTAL COLONY COMPANY, AS RECORDED IN PLAT BOOK 9, PAGE 65, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID POINT LYING N88°00'40"W, A DISTANCE OF 3891.93 FEET FROM THE EAST 1/4 CORNER OF SAID SECTION 35, SAID EAST 1/4 CORNER BEING MARKED BY A 3" DIAMETER IRON PIPE (NO IDENTIFICATION) (CERTIFIED CORNER RECORD NO. 38386); THENCE DEPARTING SAID CENTER OF SECTION LINE, RUN N00°07'48"W ALONG SAID EAST LINE, A DISTANCE OF 12.98 FEET TO THE NORTHEAST CORNER OF SAID PLATTED PORTION OF POSTAL COLONY COMPANY; THENCE DEPARTING SAID EAST LINE, RUN N89°33'17"W ALONG THE NORTH LINE OF SAID POSTAL COLONY COMPANY, A DISTANCE OF 481.55 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

LADD DEVELOPMENT PARCEL:

PARCEL 1:

LOT 2, MANLOW PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 50, PAGES 86 AND 87, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 2:

THE SOUTH 1/2 OF TRACT C, MANLOW PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 50, PAGES 86 AND 87, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 3:

THAT PORTION OF THE SOUTH 1575.00 FEET OF THE WEST 1660.00 FEET OF THE NORTH 1/2 OF SECTION 34, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LESS THE NORTH 726.00 FEET OF THE EAST 900.00 FEET THEREOF, LYING EAST OF LOT 2 AND TRACT C, MANLOW PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 50, PAGES 86 AND 87, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND THAT IS LYING SOUTH OF EASTERLY EXTENSION OF THE CENTERLINE OF TRACT C, MANLOW PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 50, PAGES 86 AND 87, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

LESS ROAD RIGHT-OF-WAY FOR LOST LAKE ROAD.

TOGETHER WITH:

CLERMONT STORAGE MATTAMY PURCHASE PARCEL:

THAT PART OF SECTION 34, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY,



CITY OF CLERMONT
ORDINANCE NO. 2023-031

FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

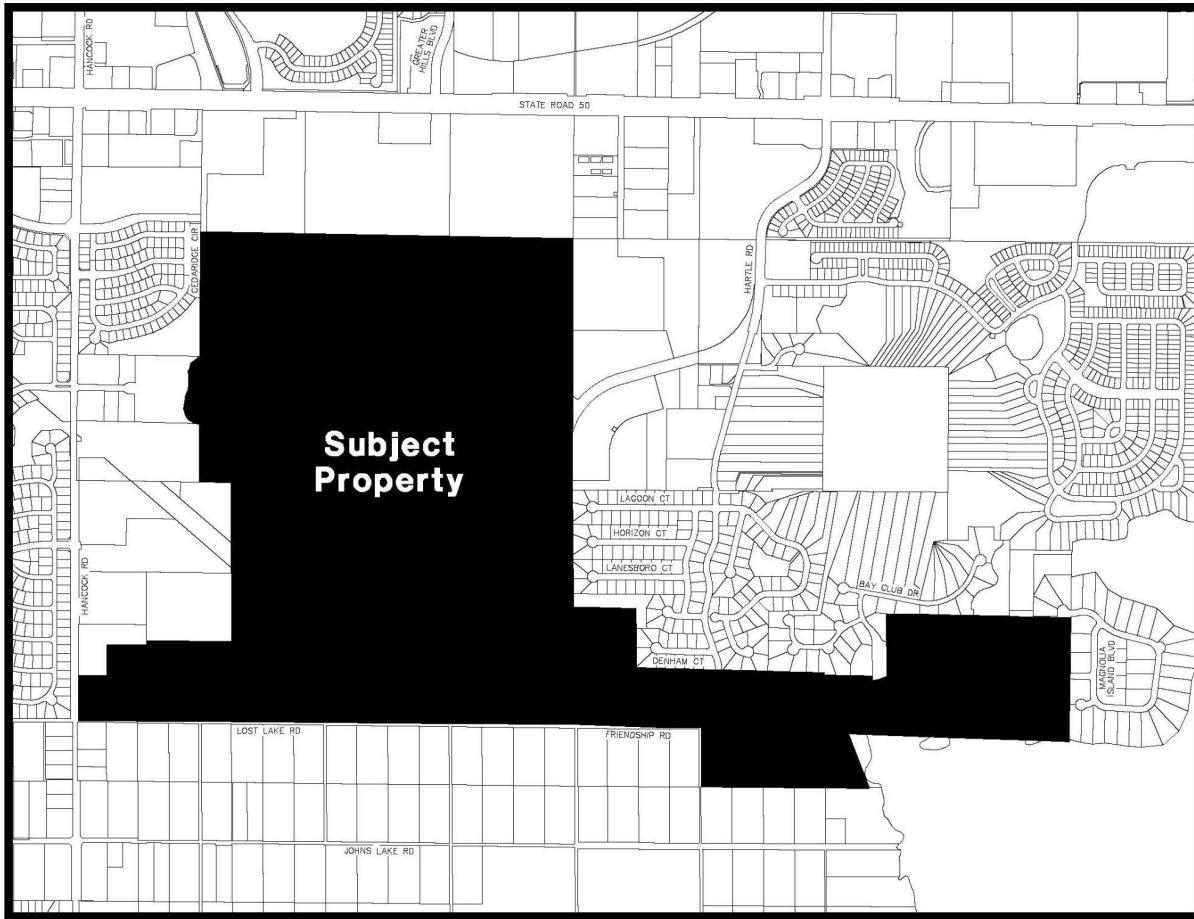
COMMENCE AT THE WEST 1/4 CORNER OF SECTION 34, TOWNSHIP 22 SOUTH, RANGE 26 EAST, THENCE RUN N00°05'36"W ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 34, A DISTANCE OF 475.28 FEET TO THE INTERSECTION OF THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 34 AND THE WESTERLY EXTENSION OF THE CENTERLINE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

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Design item	Multifamily Dwelling Units (townhouses)		Single Family Detached			Single Family Attached Duplexes
	Rear Load (feet)	Front Load (feet)	Rear Load (feet)	Front Load (feet)	Front Load (feet) (80 feet and Greater)	Front Load and Rear Load
Minimum Lot Area	1,600	1,800	2,400	4,400	9,600	2,400
Minimum Living Area	1,000	1,000	1,400	1,500	1,500	1,200
Minimum Lot Width	20	20	30	40	80	24
Minimum Lot Depth	80	90	80	110	120	100
Minimum Front Building Setback	15	15	15	15	15	15
Minimum Front Porch Setback	10	10	10	10	10	10
Minimum Front Garage Setback	-	20	-	20	20	20
Minimum Rear Garage Setback	20	-	20	-	-	20
Minimum Side Yard Setback ¹	5	5	5	5	5	5
Phase 7 - Minimum Side Yard Setback	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
Phase 7 – Minimum Building Separation	NA	NA	NA	15	15	NA

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Minimum Rear Yard Setback for Pools, Patios, Decks or Ancillary Structures	5	5	5	5	5	5
Maximum Impervious Surface Ratio (JSR) *** (See Note) ²	0.85	0.85	0.75	0.75	0.75	0.85
Maximum Building Height	40	40	40	40	40	40
Setback from Ordinary High Water Line, Mean High Water Line, or Jurisdictional Wetland Line	50	50	50	50	50	50
Minimum Front Yard Utility Easement	10	10	10	10	10	10
Minimum Side and Rear Yard Drainage and Utility Easement	5 ¹	5 ¹	5	5	5	5 ¹
Phase 7 – Minimum Side Yard Drainage and Utility Easement	NA	NA	NA	7.5	7.5	NA

¹Does not apply to interior side yards of attached townhomes and/or duplexes.

²The maximum allowable ISR for the overall PUD development shall be 0.60 individual lot ISR may exceed 0.60 as shown in the table above as long as overall maximum is not exceeded.

SECTION 3: OPEN SPACE

Open Space: A minimum of 25% of the net buildable area of the Planned Unit Development shall be provided as open space in accordance with the Comprehensive Plan and Land Development Code (LDC), as amended. A waiver to Section 122-316(b)(4) of the Land Development Code has been granted to allow individual phases of the Planned Unit Development to exceed the overall density of the Planned Unit Development and to allow individual phases of the Planned Unit Development to be developed without providing common open space in proportion to that contained within the entire Planned Unit Development.

SECTION 4: LANDSCAPING, BUFFERING, AND SCREENING

1. A 40-foot wide natural buffer with a six-foot high wall shall be provided along a portion of the northern boundary of Tract N-7 from the entrance to Magnolia Bay subdivision, west to the existing Hartle Road.
2. A 50-foot landscaped buffer shall be provided along the boundary common with the Hills of Clermont subdivision.
3. No landscaping buffer is required along the perimeter of the Planned Unit Development adjacent to wetlands, open water and conservation areas.

4. A waiver to Section 118-71(1) of the Land Development Code is granted in order to allow street trees within the right-of-way along the frontage of a residential lot to count toward the minimum number of required trees on the lot and to allow such trees to be less than six feet from curbs and sidewalks as long as a minimum of five feet of clearance is provided between the tree and any public potable water, wastewater or reclaimed water main.
5. All other landscaping, buffering, and screening requirements shall be in accordance with the Land Development Code, as amended. Existing trees may be used to meet the landscape buffer requirements in accordance with the Land Development Code, as amended.

SECTION 5: ENVIRONMENTAL

1. An environmental assessment addressing habitat and species shall be submitted to the City during the construction plans approval stage of each phase of the project. Applicable permits for any gopher tortoises and associated burrow commensal species or other threatened or endangered species found on the property must be received from the appropriate regulatory agencies prior to the initiation of development activity.
2. Wetlands onsite have been placed in a conservation easement. Areas placed in a perpetual conservation easement are shown in the Corrective Conservation Easement, which has been recorded in Lake County Official Records Book 4531, Pages 2401-2408. There are two existing borrow pits on the property that exist as a result of the former mining operation. The two borrow pits shall be utilized for stormwater management and are not required to meet any additional surface water and/or wetland requirements, including, but not limited to setbacks and buffers.
3. Site Grading/Mine Reclamation Master Site Grading and Mine Reclamation for the project has been completed in accordance with the Mass Grading Plan dated December 14, 2005, submitted to and approved by the Lake County Water Resources Management Division. The site grading was completed pursuant to Florida Department of Environmental Protection (FDEP) Permit No 0139060-002, issued on January 18, 2011. All grading in accordance with Mass Grading Plan has been completed and has been accepted in lieu of reclamation of the mining site. Mass Grading Plan was approved on August 6, 2014. Approval of Ordinance 2014-80, therefore revoked and released the property from the September 28, 1990, vesting of the Jahna Clermont East Mine (Tracking #90/10/5), which was to be reclaimed through the proposed mass grading, Ordinance 2006-30 (Tracking #110-05-PUD). All further grading for the project must be in accordance with City standards.

SECTION 6: ENVIRONMENTAL SERVICES

1. The developer shall connect to the existing City system at connection point or points approved by the City.
2. The route of any off-site lines shall be according to engineering plans produced by the developer and approved by the City.

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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.

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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.

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5. The developer shall accommodate stormwater retention capacity sufficient for Hartle Road and Hooks Street drainage requirements based on stormwater permitting requirements in place at the time of approval of this Planned Unit Development within the limits of drainage basin along the route alignments. The developer intends to utilize on-site ponds as an amenity and desires for the runoff to be treated to remove roadway debris collected. Therefore, the County shall provide pre-treatment of the water for debris, such as a skimmer, at the latest terminus before the runoff water enters the water body. At time of Hartle Road and Hooks Street final design, the County shall coordinate with the developer for final configuration of Hooks Street and Hartle Road roadway stormwater system connection to the on-site drainage system acceptable to both the County and the developer. The County shall bear the cost of the roadway drainage connection to the on-site stormwater system. The Hartle Road and Hooks Street stormwater sewer shall be separate from the Planned Unit Development stormwater system, unless a coordinate system design is provided by the developer. It shall be located within a drainage easement to Lake County having a straight alignment, direct access from County right-of-way and storm pipe not shared with developer's system. The County shall also have an easement over the shared stormwater ponds. The developer shall coordinate with the County on pretreatment design and construction.
6. A public hearing shall be required for the Island Boulevard right-of-way vacation. The developer will be responsible to submit and pay for the vacation petition request. The relocation of Island Boulevard shall not occur until the County has granted approval for the vacation through a public hearing. Approval of the road vacation is not guaranteed. Paved access shall be maintained to the existing developments along the current Island Boulevard. Before Island Boulevard right-of-way is vacated, new right-of-way must be dedicated and new road must be constructed and accepted by the County as a public roadway. The right-of- way vacation may be conditioned upon the new road alignment of Island Boulevard being constructed, open to traffic, and accepted by the County.
7. The developer, at its expense, shall be required to improve Emil Jahna Road from its project entrance north to State Road 50 and shall pay to modify the existing traffic signal, as needed, to accommodate turning movements from Emil Jahna Road onto State Road 50. Emil Jahna Road shall be improved to facilitate safe and efficient traffic flow from the project entrance to and including the intersection at State Road 50.

The improvements will consist of the following:

- a. Reconstructing the roadway to meet current standards,
- b. Turn lane improvements and any associated signal modifications at the intersection of Emil Jahna Road and State Road 50 as determined to be necessary by a transportation analysis to be approved by the applicable governmental agencies, the City, the County and/or Florida Department of Transportation,
- c. The reconfiguration of the westbound left-turn lane on State Road 50 to provide dual turning movements (removing the current striping to open the additional left-turn lane) as warranted by the traffic impact study, and



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- d. A waiver to Section 110-194(3) and (4) of the Land Development Code is granted to allow construction of a 10-foot wide concrete sidewalk along only the west side of Emil Jahna Road to serve as a multipurpose path for both pedestrians and cyclists in lieu of in-street bikeways and five-foot wide sidewalks on both sides due to the constrained right-of-way width.
8. Sidewalks/Streets
 - a. Sidewalks to be constructed on both sides of residential and commercial streets.
 - b. Streets shall have F-type curb and street pavement must be a minimum 24 feet wide.
 - c. Right-of-way width for residential streets must be a minimum 60 feet.
 - d. A waiver to Section 110-192(1) of the Land Development Code is granted to allow private streets with gates. Streets within the development will be gated and will be maintained by the developer or Homeowners Association.
 - e. A waiver to Section 110-195(b) of the Land Development Code is granted to allow construction of 20-foot-wide, one-way alleys with 12 feet of pavement as long as 20 feet of unobstructed emergency access is maintained, unless greater distances are warranted by fire code.
9. Roadway Lighting: The developer shall arrange with the power utility provider for installation of street lights along Emil Jahna Road. The cost of installation shall be paid by the developer, and the ongoing rental of lights shall be paid by the developer or WaterBrooke's Homeowner's Association.

SECTION 8: SCHOOLS

School concurrency shall be met before final plat approval in accordance with the Comprehensive Plan and Land Development Code.

SECTION 9: LIGHTING

Exterior lighting shall be in accordance with the Land Development Code, as amended.

SECTION 10: FIRE PROTECTION AND EMERGENCY SERVICES ACCESS

Fire Protection and Emergency Services: Access and fire safety requirements of the development shall be provided in accordance with the Florida Fire Prevention Code and Land Development Code, as amended. A secondary emergency access approved by the City's fire marshal shall be designated and constructed prior to the issuance of the first building permit.

SECTION 11: CONCURRENCY MANAGEMENT REQUIREMENTS

Concurrency Management Requirements: Any development shall comply with the Lake County and the City of Clermont Concurrency Management System, as amended.



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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.



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5. The transfer of ownership or lease of any or all of the property described in this Planned Unit Development shall be included in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions established by this Planned Unit Development and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following procedures contained in the Land Development Code, as amended.

SECTION 15: CONFLICT

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

SECTION 16: SEVERABILITY

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

SECTION 17: ADMINISTRATIVE CORRECTION

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

SECTION 18: RECORDING

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

SECTION 19: PUBLICATION AND EFFECTIVE DATE

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



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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

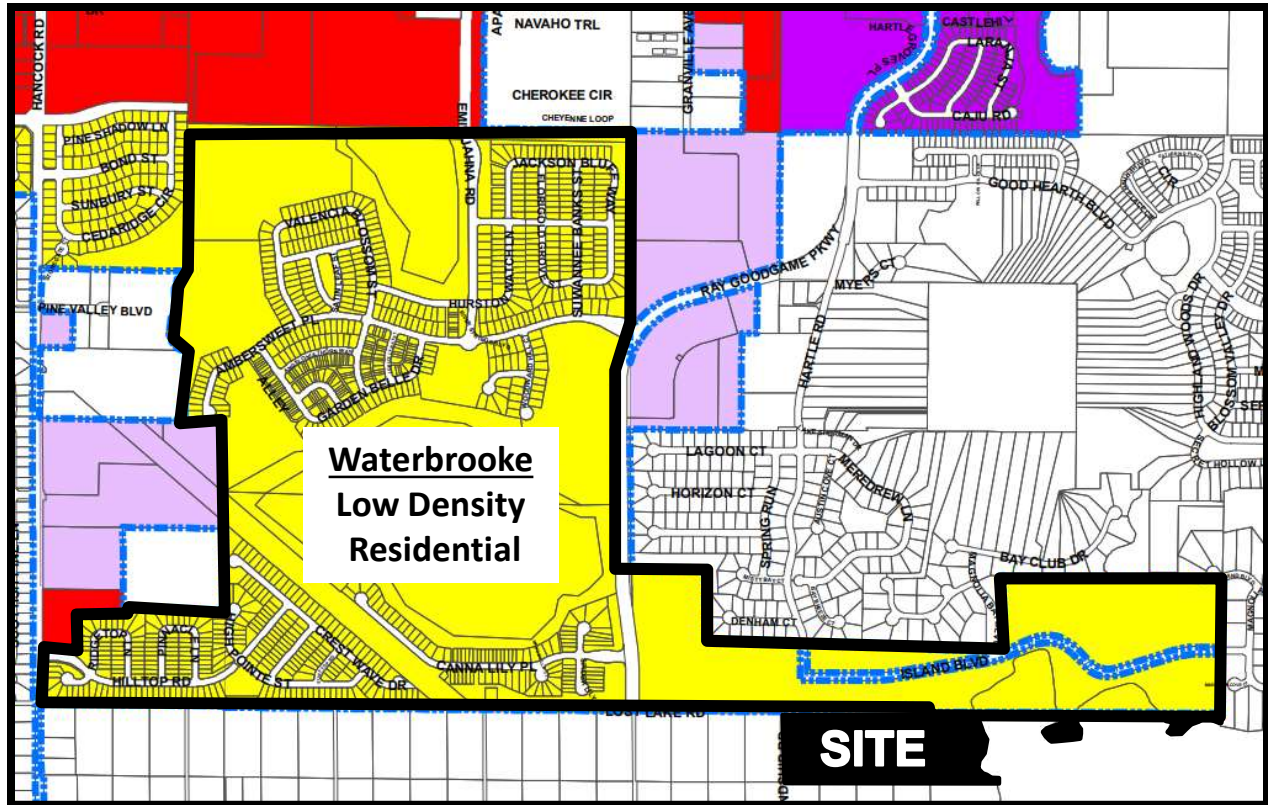
Approved as to form and legality:

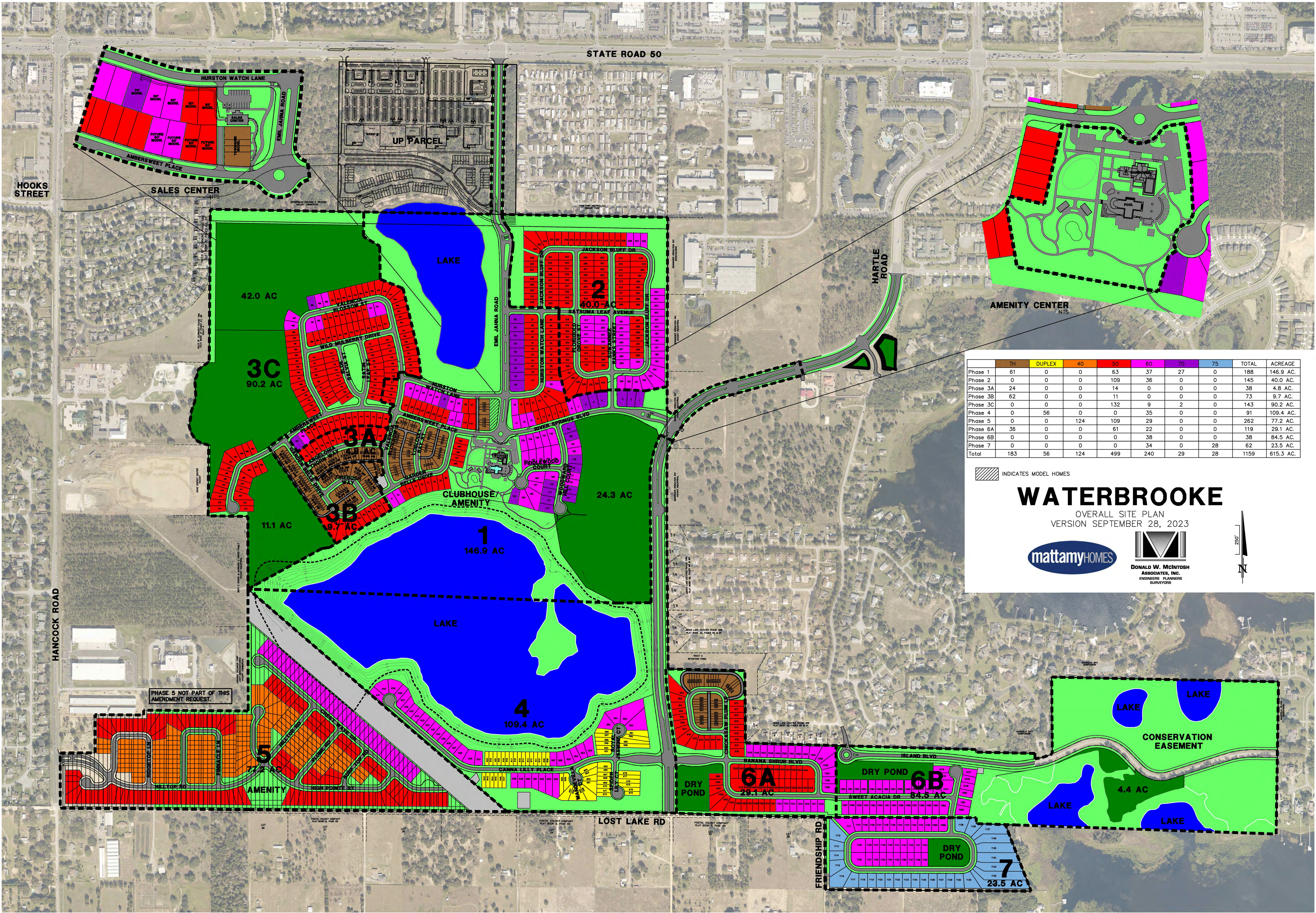
Daniel F. Mantzaris, City Attorney

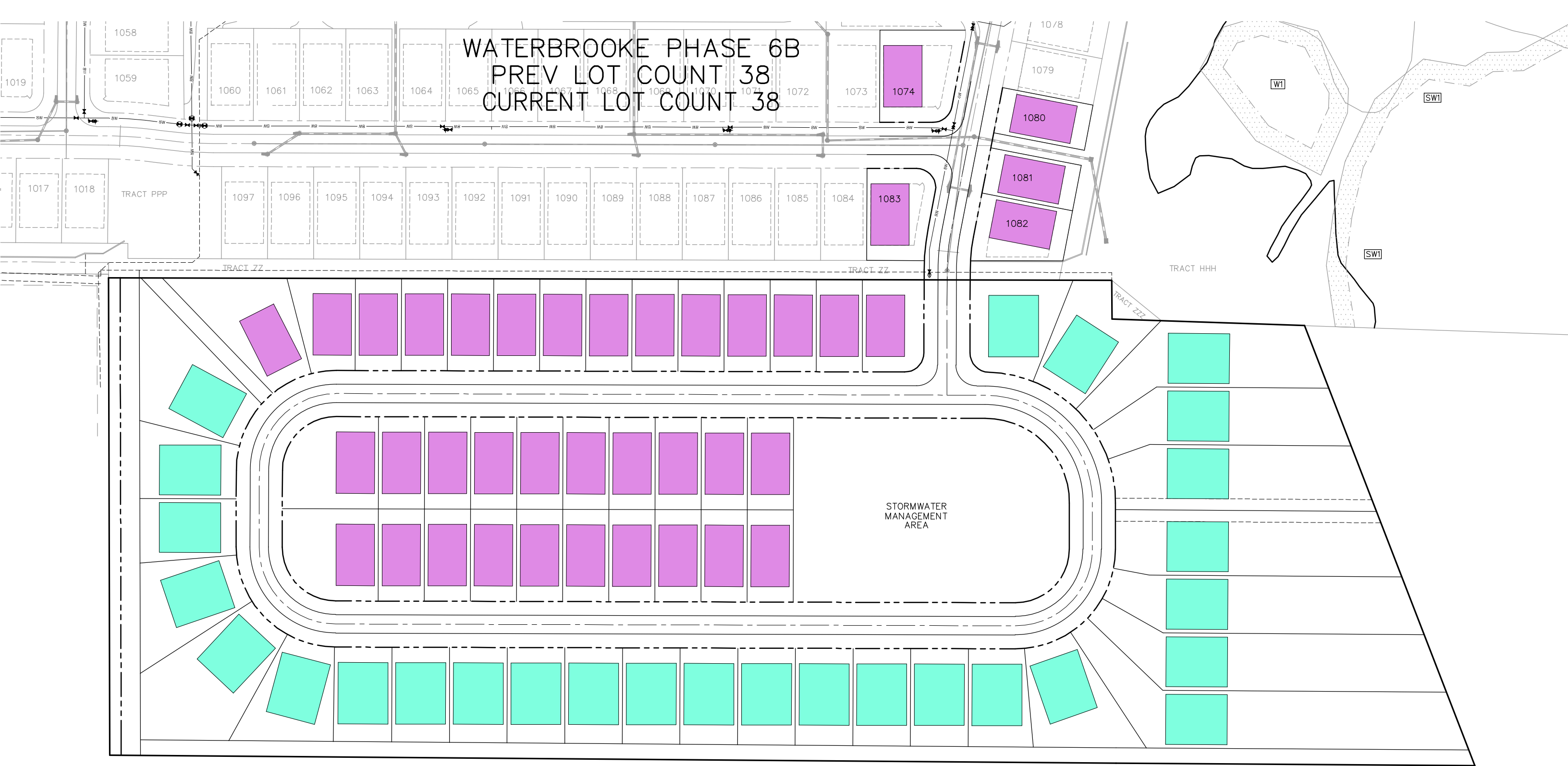
Exhibit - Location Map – Waterbrooke Phase 7



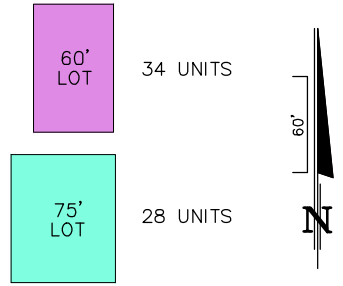
Exhibit – Future Land Use Map – Waterbrooke Phase 7







WATERBROOKE PHASE 7
62 UNITS (62 NET)
CONCEPT 16





CITY OF CLERMONT REZONING FILING INSTRUCTIONS

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

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

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

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



CITY OF CLERMONT
REZONING
APPLICATION

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



CITY OF CLERMONT REZONING APPLICATION

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

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

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

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

Jonathan D. Droor, PE, Asst. VP

Applicant Name (print)

x

Applicant Name (signature)

Sadique Jaffer, Managing Member

Owner Name (print)

x

Owner Name (signature)

City of Clermont

Development Services Department

685 W. Montrose St.

P.O. Box 120219

Clermont, FL 34712-0219

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

5/22/2020



CITY OF CLERMONT
COMPREHENSIVE PLAN AMENDMENT
Application Instructions

APPLICATION FEE:

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

APPLICATION PROCESS:

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

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

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

AMENDMENT TIME FRAME:

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



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

Application Information Required

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

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

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



CITY OF CLERMONT
COMPREHENSIVE PLAN AMENDMENT
Application

DATE: _____

FEE: _____

Project Name (if applicable): Waterbrooke Phase 7

Applicant: Mattamy Orlando, LLC

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

Address: 2450 Maitland Center Parkway, Suite 300

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

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

E-Mail: Jon.Droor@mattamycorp.com

OWNER: Friendship Capital Group, LLC

Address: 103 Commerce Street, Suite 160

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

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

E-Mail: sidjaffer@yahoo.com

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

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

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

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

Existing (Actual) Land Use: Vacant Undeveloped

Existing Zoning: A (County)

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

Proposed Future Land Use: Low Density Residential (City)

Type of development proposed: Single Family Residential



1.9 dwelling units/gross acre across

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

Proposed Zoning District: PUD

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

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

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

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

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

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

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



APPLICANT'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

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

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

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

Jonathan D. Droor, PE, Assistant Vice President

Affiant - Applicant Name (print)

X

Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

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



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

My Commission Expires: 02/26/2023



OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

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

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

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

Sadique Jaffer, Managing Member

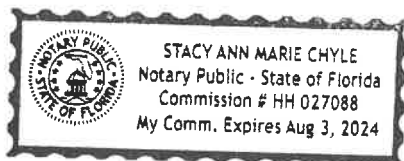
Affiant - Applicant Name (print)

X

[Signature]
Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

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



X

[Signature]
Notary Public, State of Florida at Large

My Commission Expires: 8/3/24



CHECK LIST & FILING INSTRUCTIONS

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

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

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

PROCEDURES:

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



APPLICATION & PETITION

DATE: _____

FEE: \$155.⁰⁰
+ cost of advertising

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

PROJECT NAME (if applicable): Waterbrooke Phase 7

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

Address: 2450 Maitland Center Parkway, Suite 300

City: Maitland State: FL Zip: 32751

Phone: 407-215-6264 Fax: _____

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

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

Address: 103 Commerce Street, Suite 160

City: Lake Mary State: FL Zip: 32746

Phone: 407-548-6201 Fax: _____

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

Address: 2450 Maitland Center Parkway, Suite 300

City: Maitland State: FL Zip: 32751

Phone: 407-215-6264 Fax: _____

E-Mail: Jon.Droor@mattamycorp.com

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

Alt Key #1412021

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

The property is PRESENTLY used for: Vacant Undeveloped

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



Existing Lake County Land Use* : Rural

Existing Lake County Zoning* : A

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

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

State the reason or basis for this request: _____

Planned Residential Development / Expansion of Waterbrooke PUD

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

Section 35, Township 22, Range 26

See attached boundary survey with legal description.

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



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

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

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

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

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

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

Jonathan D. Droor, PE, Assistant Vice President

Landowner (Petitioner)

12/15/2022

Date

Gillian T. Chung-Miller
Notary Public

02/26/2023

My Commission Expires





OWNER / AGENT AFFIDAVIT (ANNEXATION)

Date: _____

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

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

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

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

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

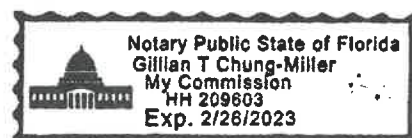
Sworn to and subscribed before
me this 9 day of December,
2022.

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

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

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

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



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.

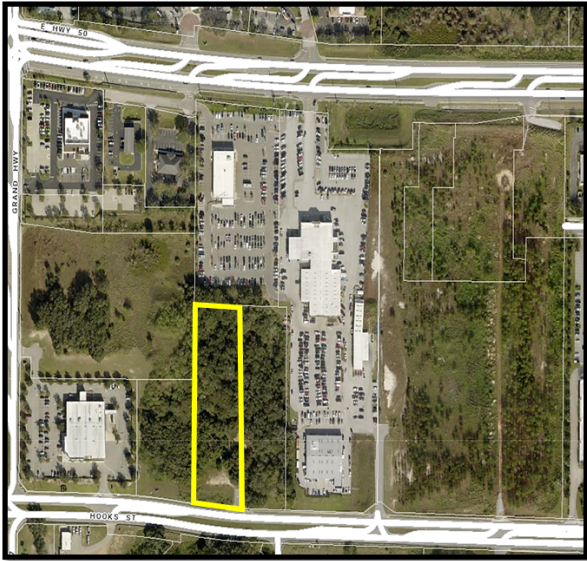
This ordinance is available for public inspection in the Development Services Department, Monday through Friday between the hours of 8:00 AM and 5:00 PM.

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 27, 2024		
Agenda Item Name		
Ordinance No. 2024-009 <i>Final</i> <i>Hooks Street Self-Storage Facility Annexation</i>		
Requested Action		
Recommend approval of Ordinance No. 2024-009.		
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.		
		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (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:

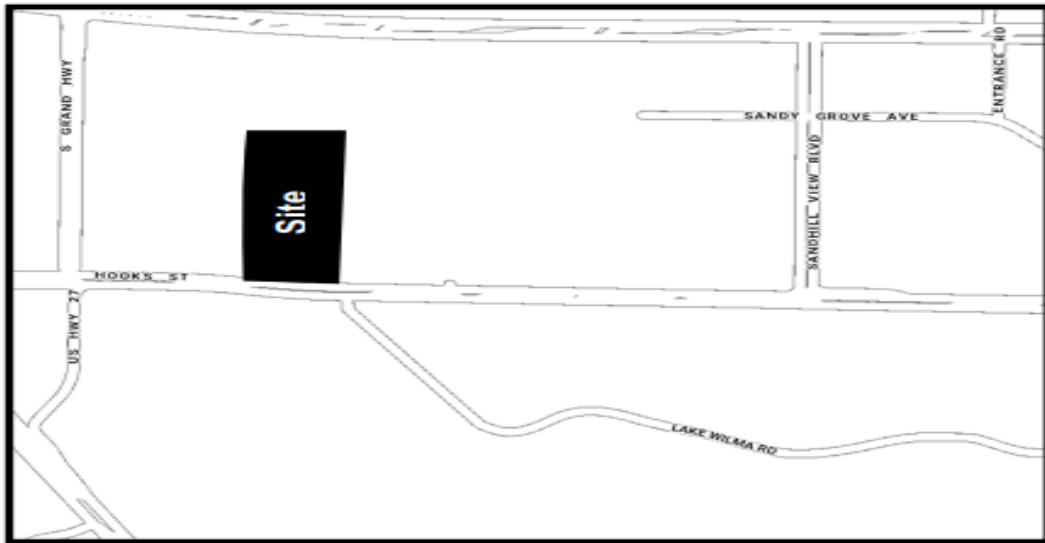
COMMENCING FROM THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 29, RUN SOUTH 88°26'37" EAST, 661.52 FEET, THENCE RUN NORTH 00°26'43" EAST 15.00 FEET TO THE NORTH RIGHT OF WAY LINE OF HOOKS STREET FOR THE POINT OF BEGINNING; CONTINUE NORTH 00°26'43" EAST 48.76 FEET TO A POINT ON A CURVE CONCAVE 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. Include a copy of the latest TAX RECEIPT or recorded WARRANTY DEED showing the current fee simple owner.
5. ☒ Map showing general area of site for which Annexation is being requested.
6. ☒ Submit original application along with \$155.00 filing fee. (Price for advertisement will be invoiced once the cost has been received)

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

PROCEDURES:

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



APPLICATION & PETITION

DATE: August 23, 2023

FEE: \$155.⁰⁰
+ 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,

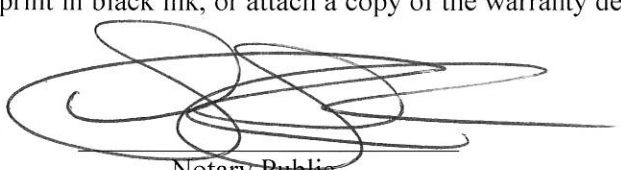
hereby petition that the hereinafter described real estate be annexed to, and become a part of the city limits of the City of Clermont, a municipal corporation in Lake County, Florida, created and existing pursuant to Chapter 9820, Laws of Florida, Special Acts of 1923, and amendatory and supplementary 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

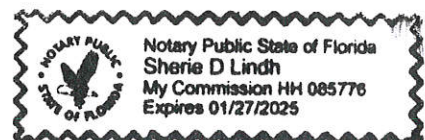
[Signature]
Notary Public, State of FL
My commission expires: 09/12/2026

[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.

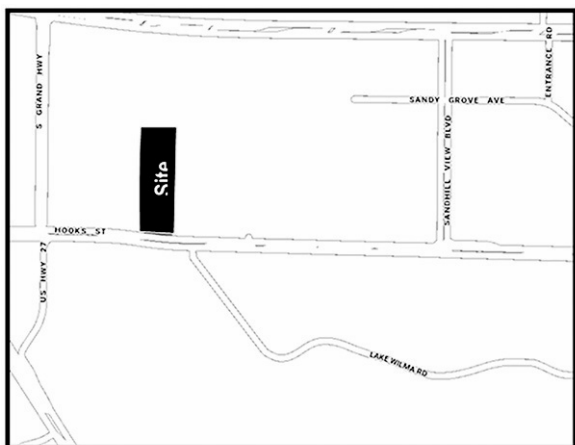
ORDINANCE NO. 2024-009

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, 1st floor Council Chambers located at 685 W. Montrose Street, Clermont, FL 34711.

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

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

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

Tracy Ackroyd Howe, MMC
City Clerk

AGENDA ITEM

Meeting Date

Tuesday, February 27, 2024

Agenda Item Name

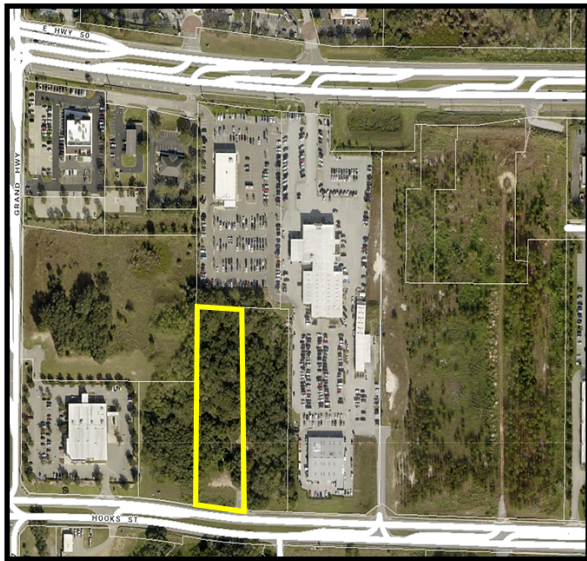
Ordinance No. 2024-010 *Final*
Hooks Street Self-Storage Facility SSCPA

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
Exhibits Attached (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:

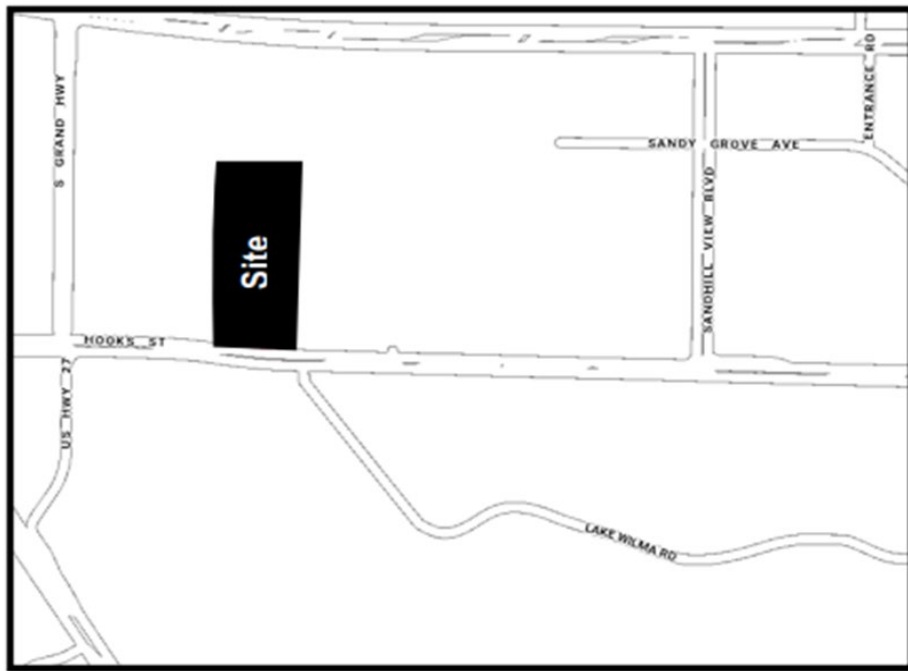
WEST ¼ OF TRACT 26 IN SECTION 29, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE HIGHLANDS COMPANY, AS REPRESENTED ON THE MAP THEREOF DULY FILED AND RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. LESS – ADDITIONAL RIGHT OF WAY DESCRIPTION:
COMMENCING FROM THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER 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 27th day of February, 2024.

CITY OF CLERMONT

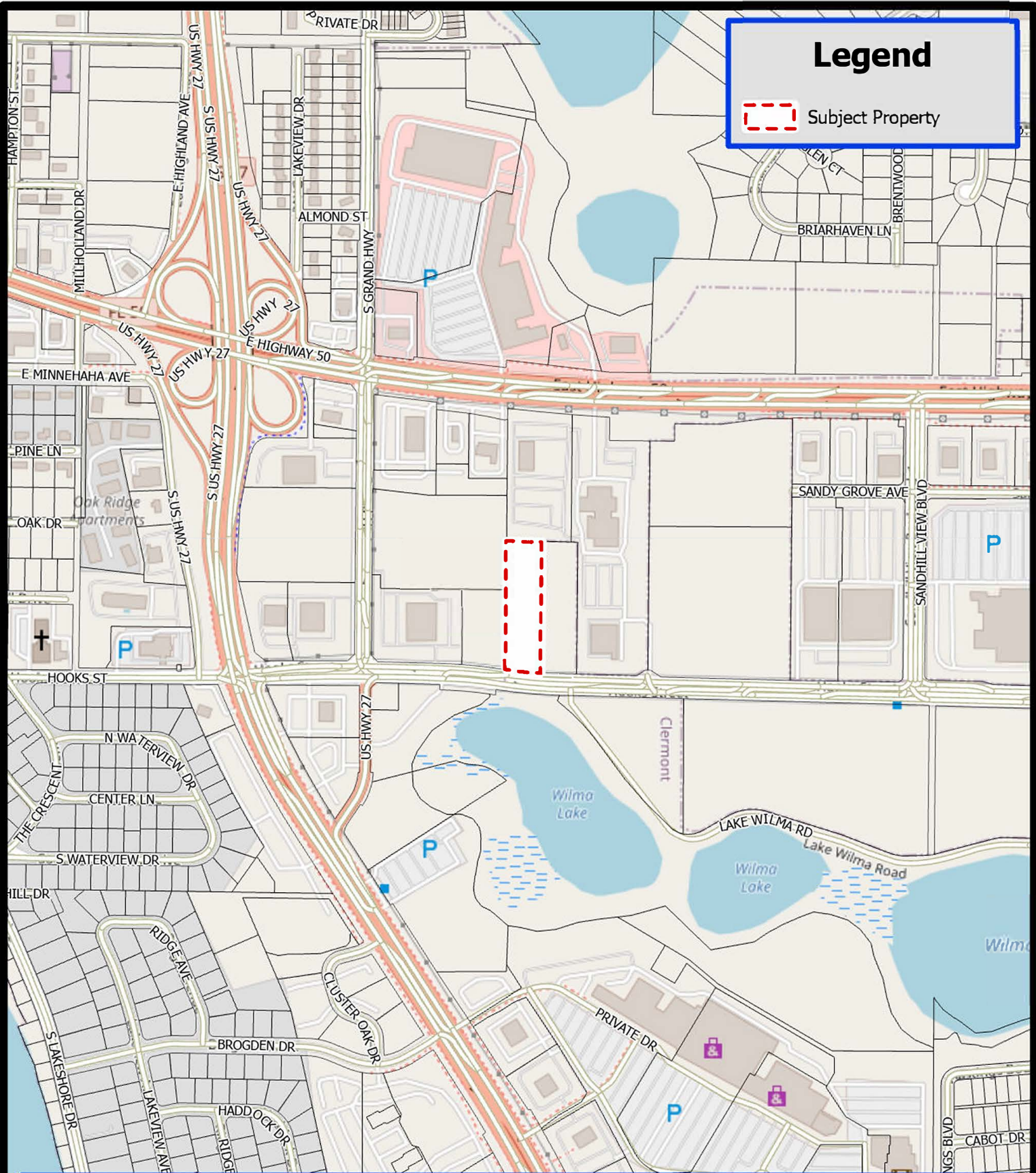
Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

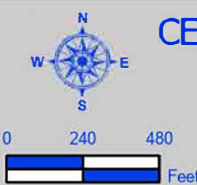
Approved as to form and legality:

Daniel F. Mantzaris, City Attorney



Legend

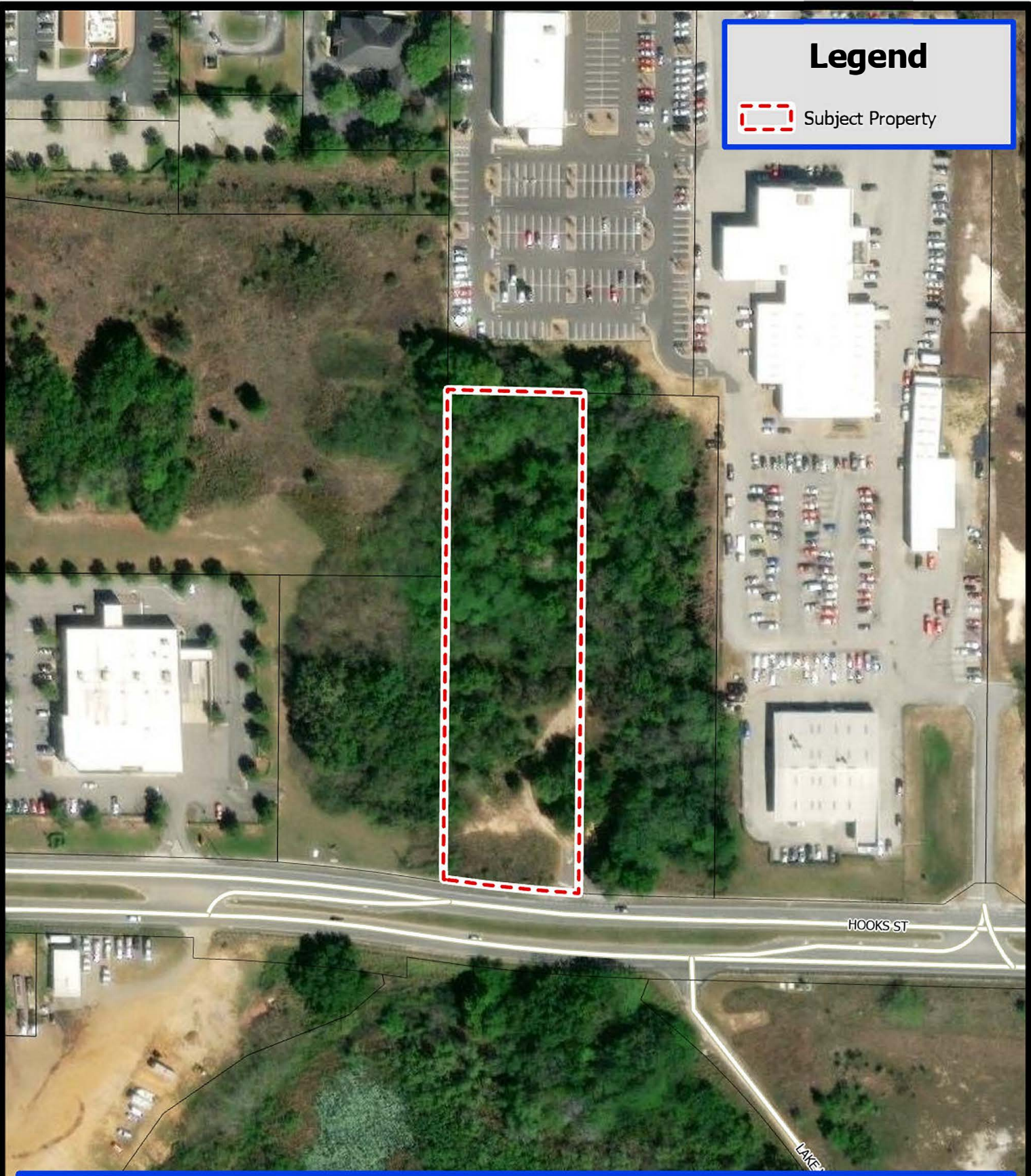
Subject Property



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





Legend

 Subject Property



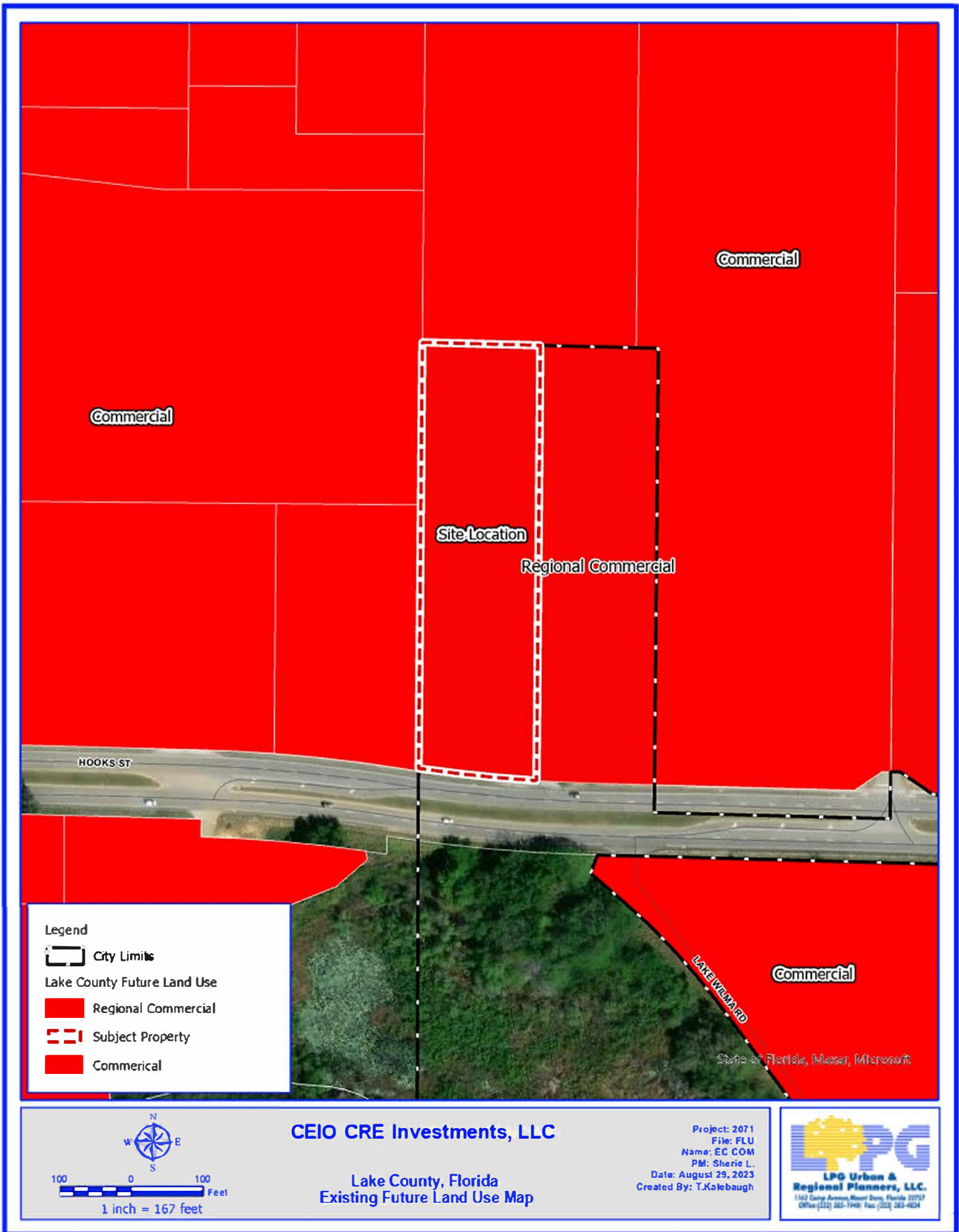
0 60 120
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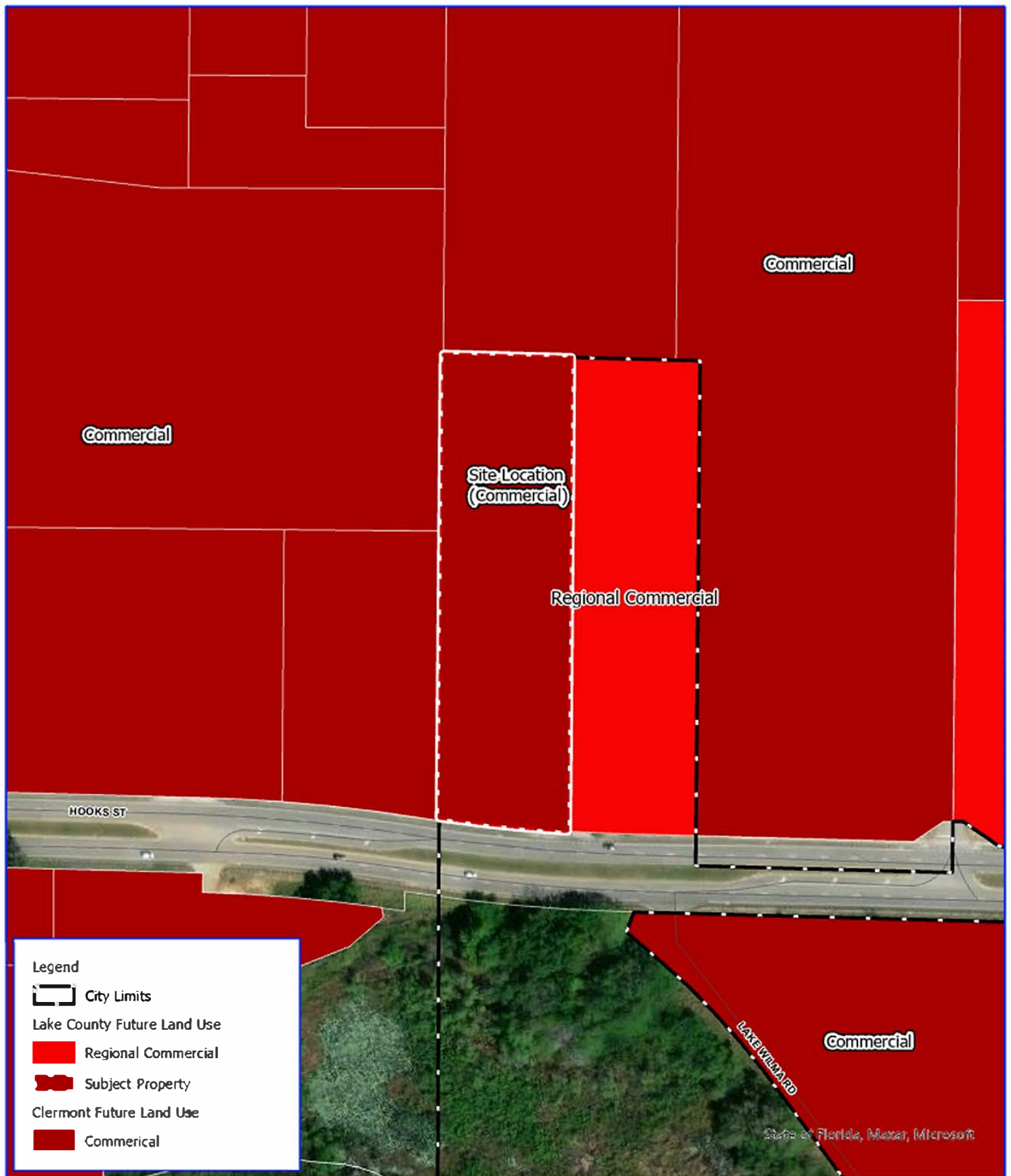
CEIO CRE Investments, LLC
Aerial

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	4
MIDDLE	0	0.072	0	30	0.059	2	2
HIGH	0	0.100	0	30	0.064	2	2
GRAND TOTAL							8

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	4
MIDDLE	0	0.072	0	27	0.059	2	2
HIGH	0	0.100	0	27	0.064	2	2
GRAND TOTAL							8

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 11th 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

Land Use	Size/Unit	ITE Code	Daily Trips	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
Multi-Family	27 units	220	182	14	9	5
Retail < 40 K	24.93 KSF	822	1,357	164	82	82
TOTAL GROSS TRIPS (PROPOSED)			1,539	178	91	87

Existing Land Use Program

Land Use	Size/Unit	ITE Code	Daily Trips	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
Multi-Family	30 units	220	202	15	10	5
Retail > 40 K	299.25 KSF	821	21,662	2,070	994	1,076
TOTAL GROSS TRIPS (EXISTING)			21,864	2,085	1,004	1,081

Net Difference (Proposed Net Trip Generation Minus Existing Net Trip Generation)

Land Use	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
TOTAL NET TRIPS (PROPOSED – EXISTING)	-1,907	-910	-994

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) (1 MF unit per 10,000 SF of commercial)	30 MF Units 299,257 SF	Commercial (12 units/acre) (0.25 FAR)	27 MF Units 24,938 SF	-3 MF Units -204,319 SF
TOTAL	2.29		30 MF Units 229,257 SF	27 MF Units 24,938 SF		-3 MF Units -204,319 SF

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) (1 MF unit per 10,000 SF of commercial)	Commercial (0.25 FAR/12 units/acre)	27 MF Units 24,938 SF	0.006 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) (1 MF unit per 10,000 SF of commercial)	Commercial (0.25 FAR/12 units/acre)	27 Units 24,938 SF	0.005 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

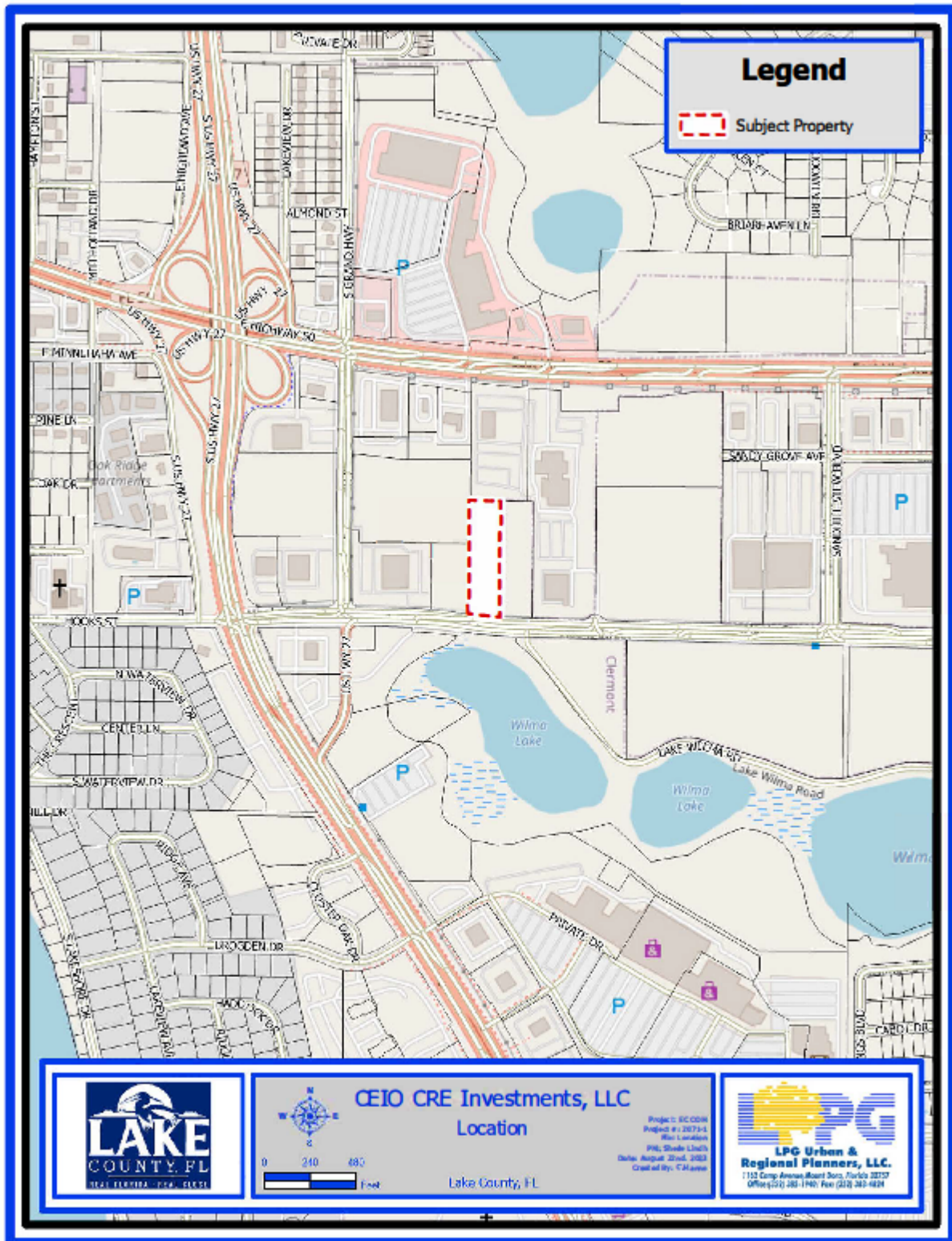


Figure 3

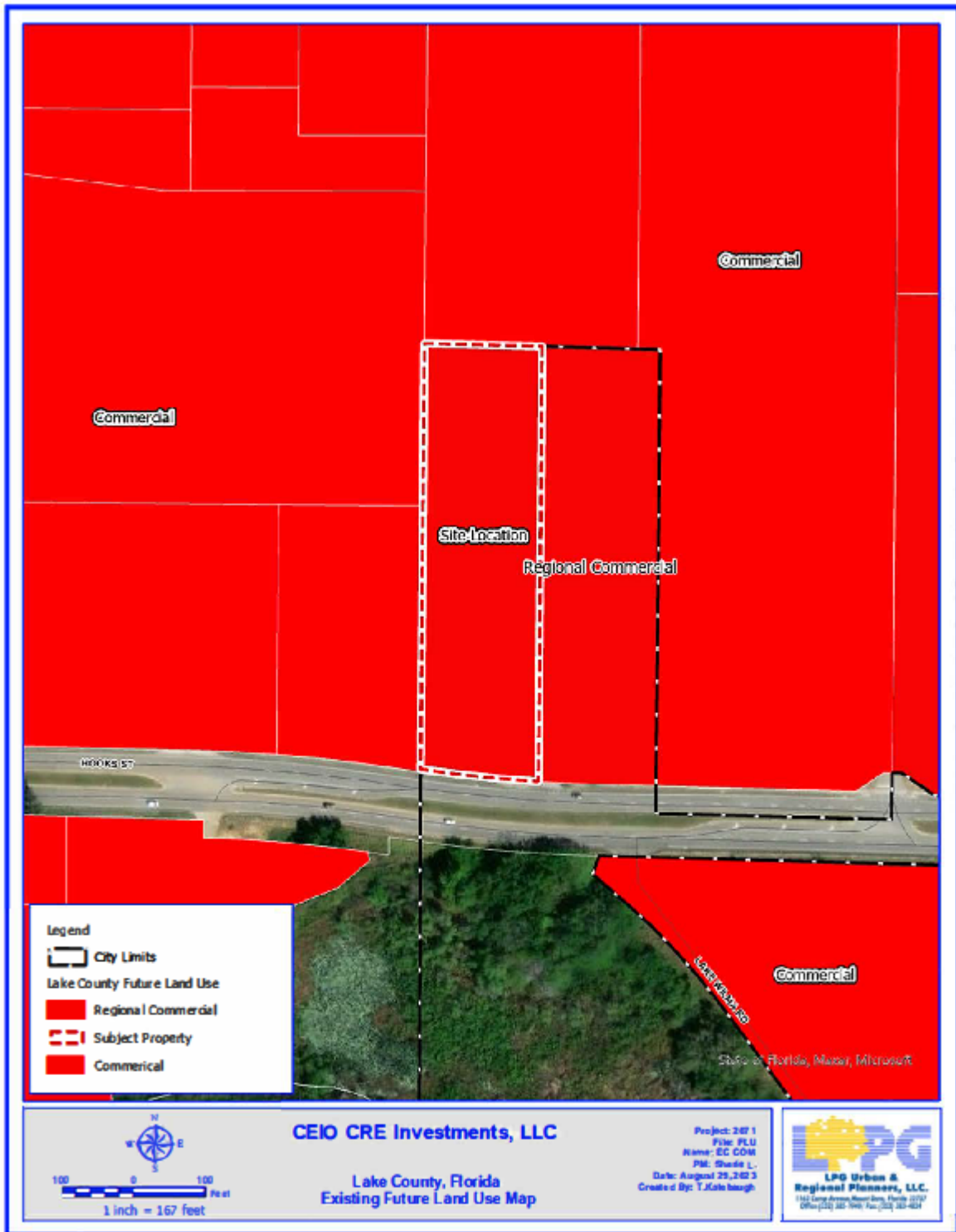


Figure 4

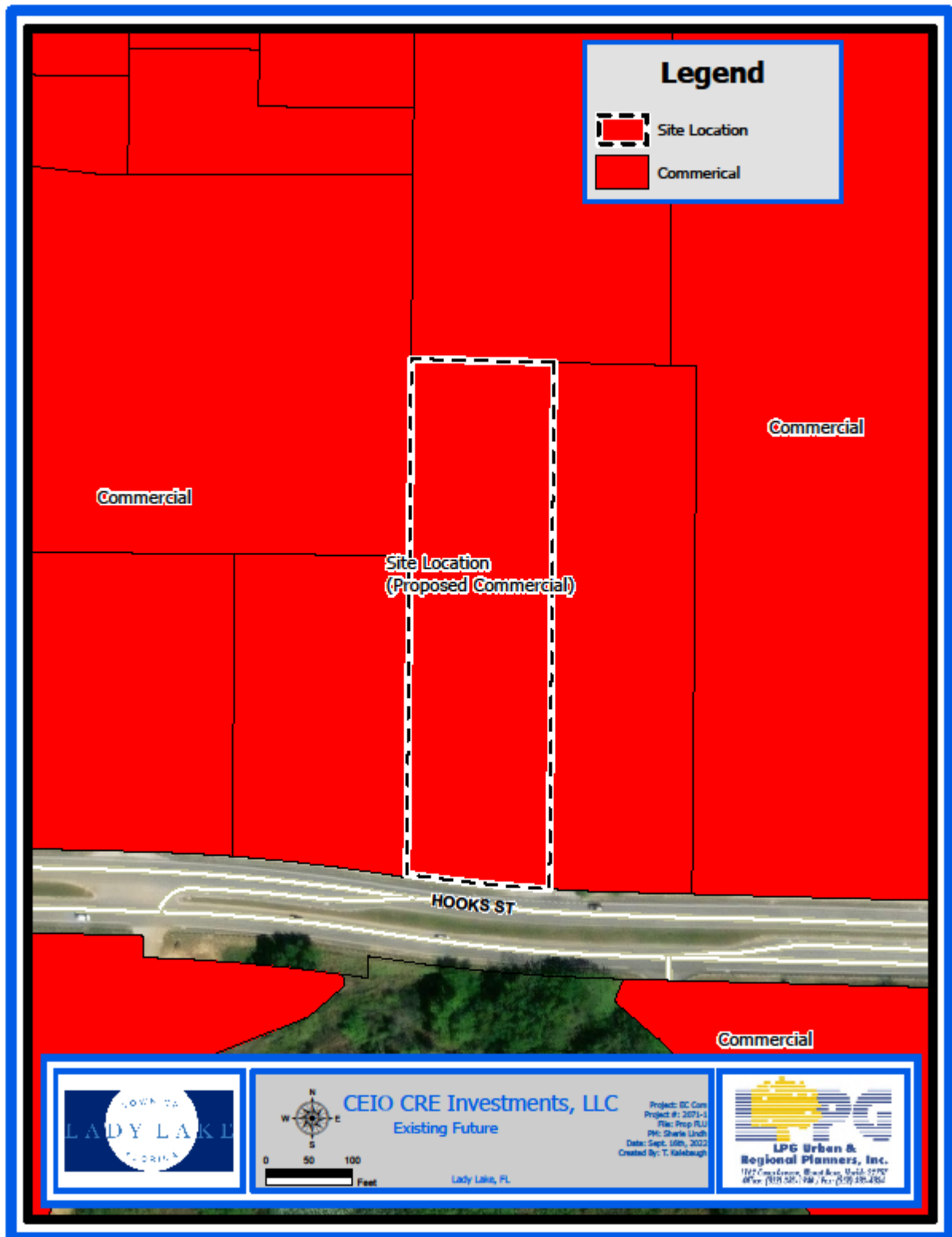


Figure 5



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>
Sent: Thursday, August 31, 2023 2:01 PM
To: Vovsi, Eman M. <Eman.Vovsi@DOS.MyFlorida.com>
Cc: Michael <MichaelR@lpgurp.com>; Eduardo Bontempo <ebontempo@gmail.com>; Ofli Guimaraes <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
- 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)^x _____

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

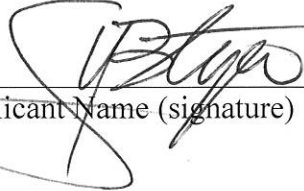
_____, who being

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

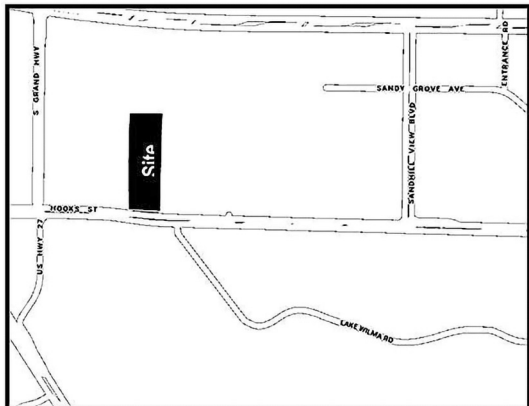
X 

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.

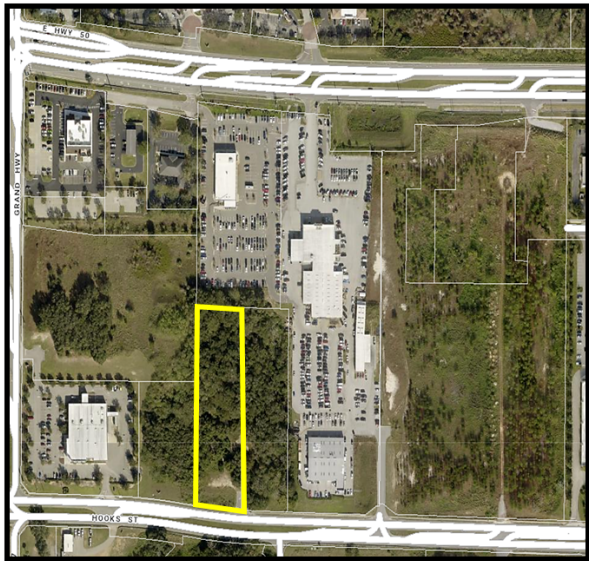
The proposed amendment may be inspected at the City's Development Services Department (1st floor, City Hall) between 8 a.m. and 5 p.m. Monday-Friday.

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

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

Tracy Ackroyd Howe, MMC
City Clerk

AGENDA ITEM

Meeting Date	
Tuesday, February 27, 2024	
Agenda Item Name	
Ordinance No. 2024-011 <i>Final</i> <i>Hooks Street Self-Storage Facility Rezoning</i>	
Requested Action	
Recommend approval of Ordinance No. 2024-011	
Staff Report	
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.	
	
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.	
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>	
Additional Analysis	
Fiscal Impact Summary	

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:

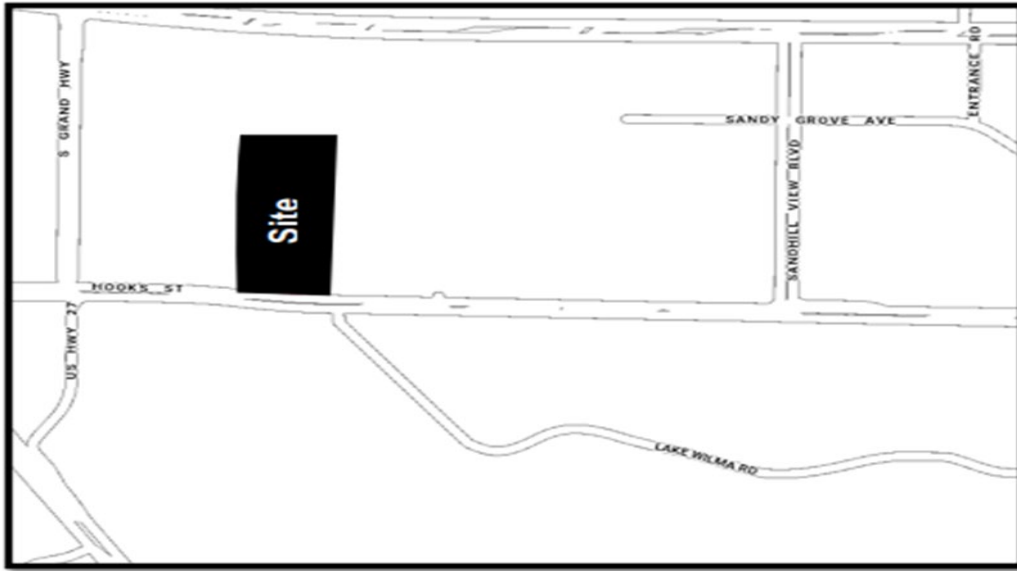
LEGAL DESCRIPTION

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

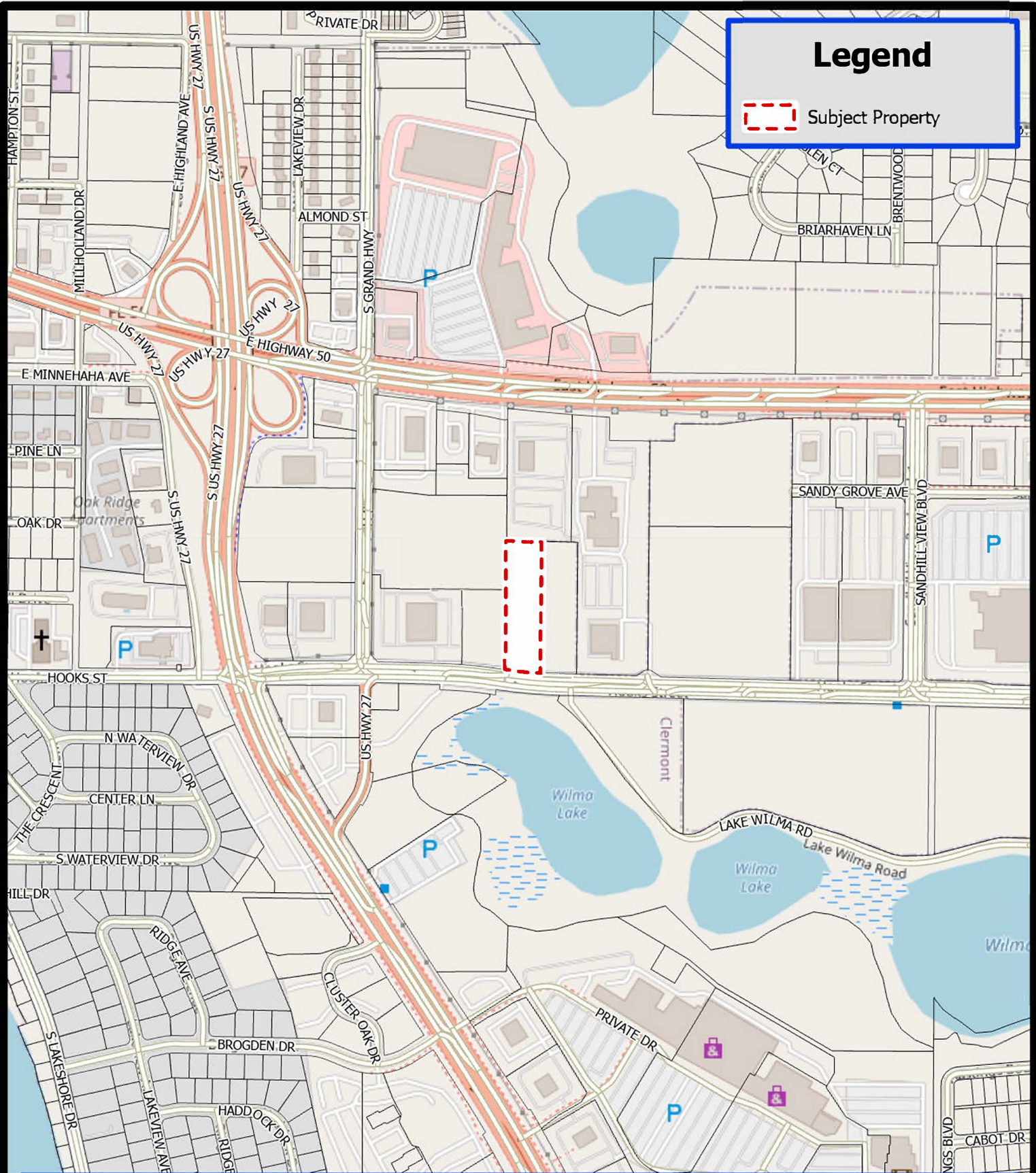
Tim Murry, Mayor

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

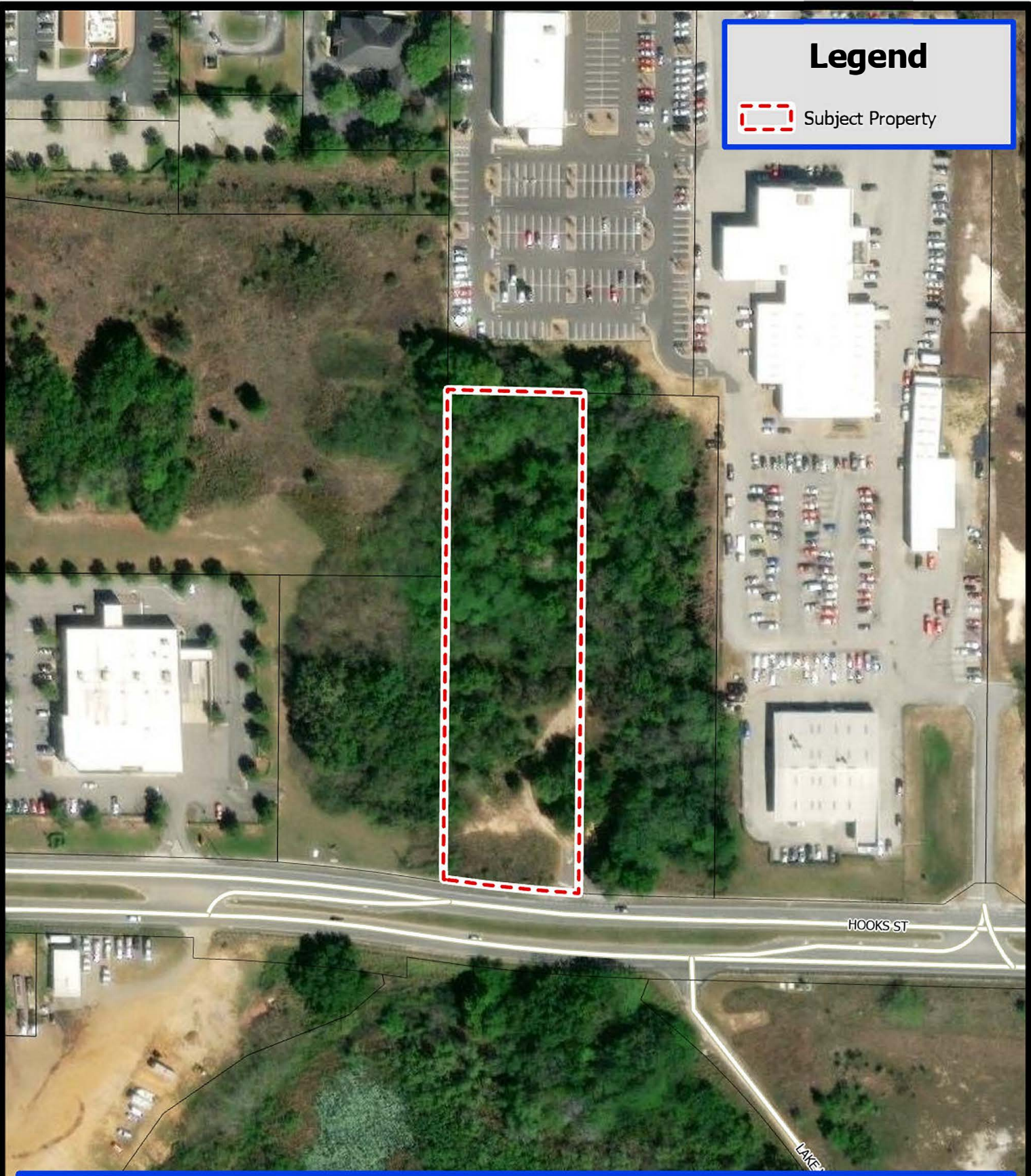
CEIO CRE Investments, LLC

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



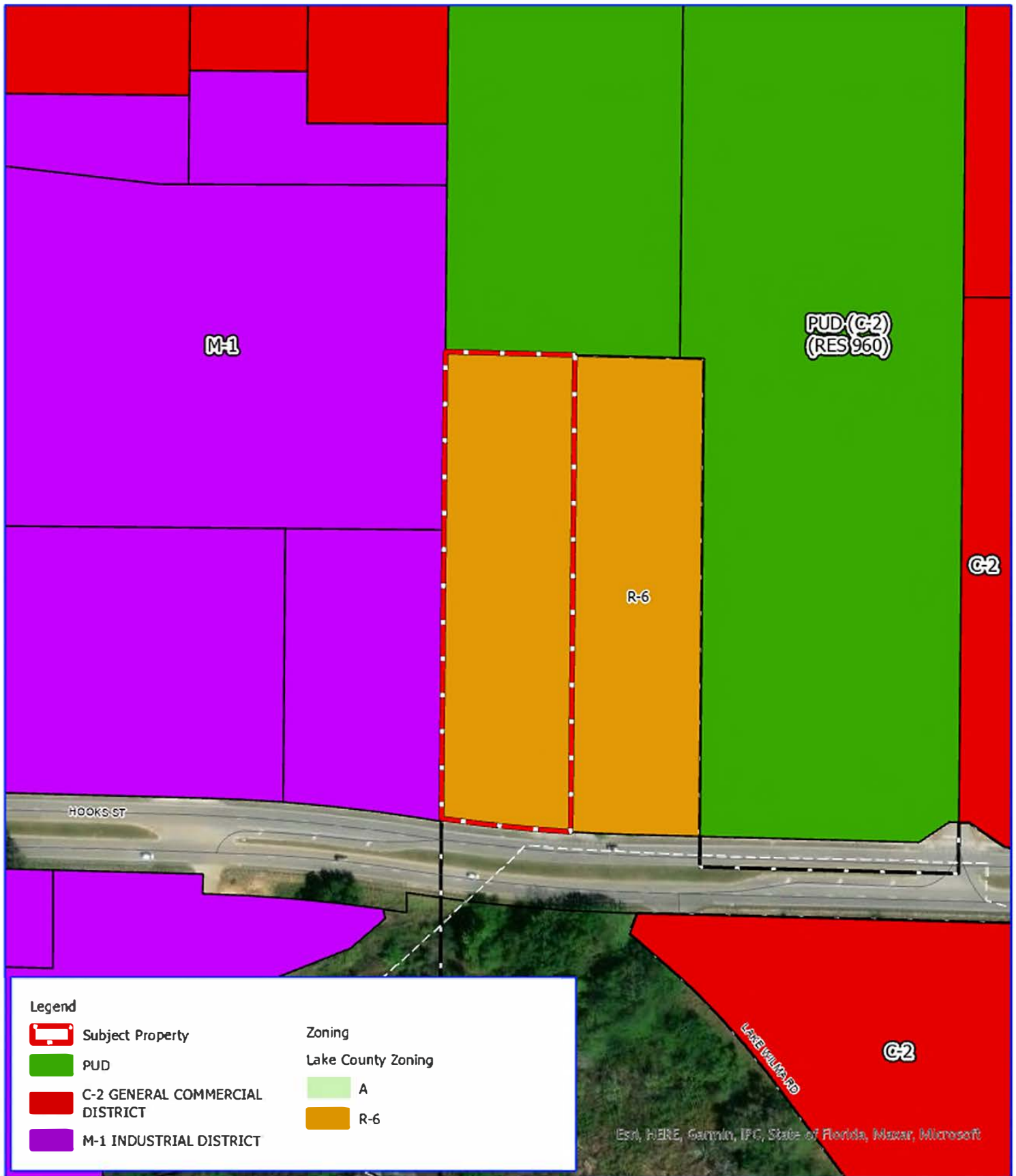
0 60 120
 Feet

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





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

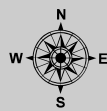
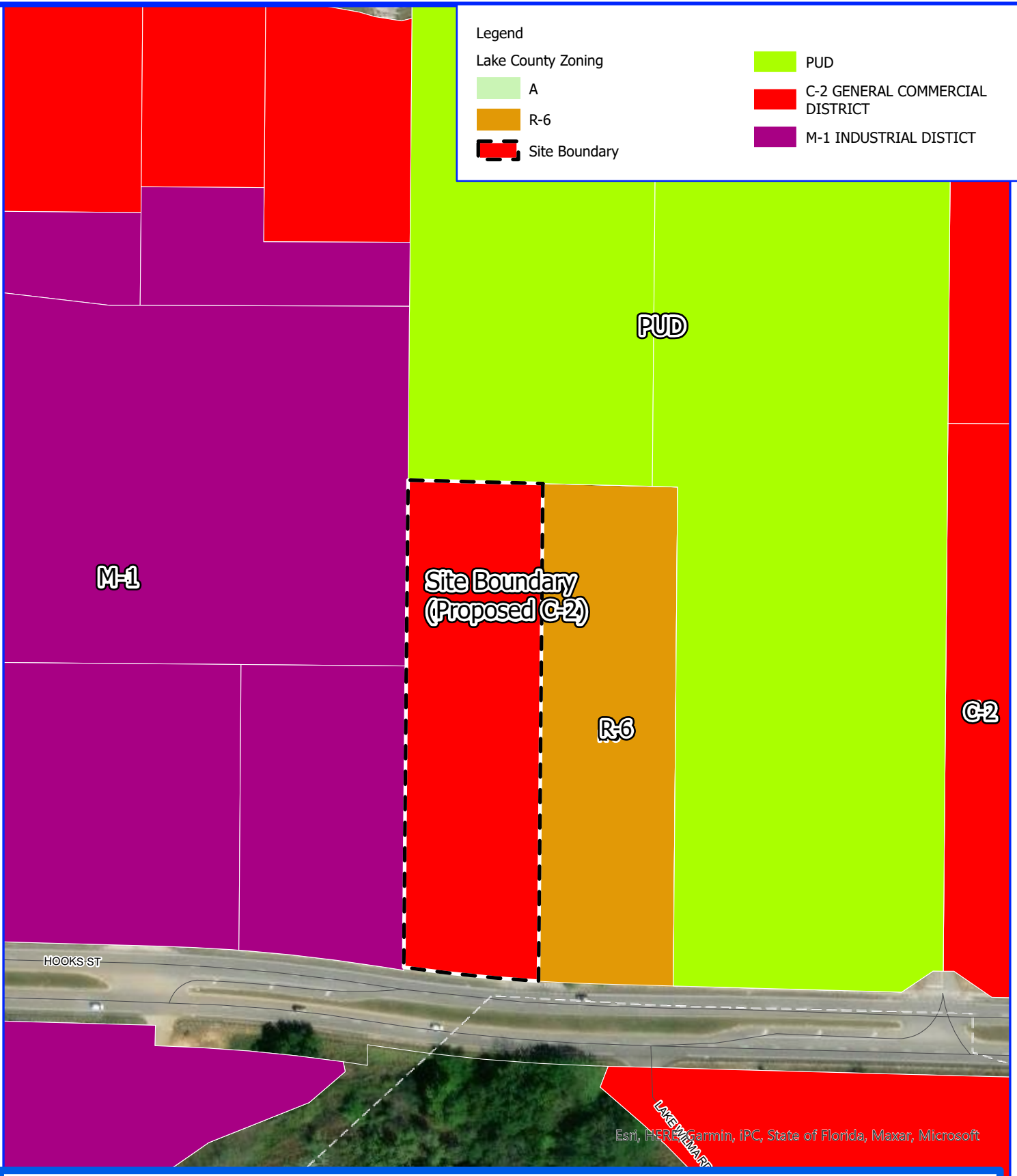
R-6

Site Boundary

PUD

C-2 GENERAL COMMERCIAL DISTRICT

M-1 INDUSTRIAL DISTRICT



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

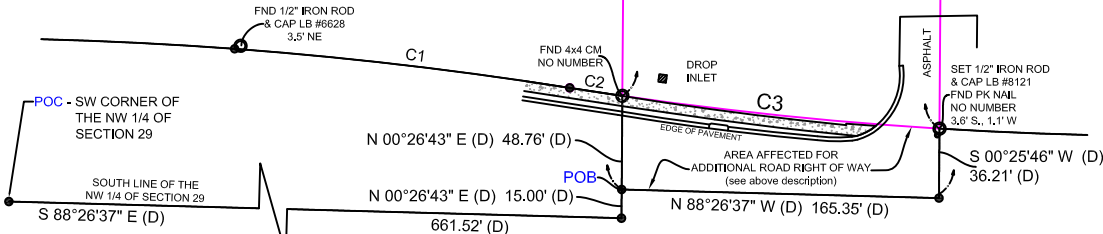
C1 (P)
R=2133.00'
CHB=S 83°04'41" E (C)
CHD=203.45' (C)
Δ=04°43'17"
L=175.77'

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'



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

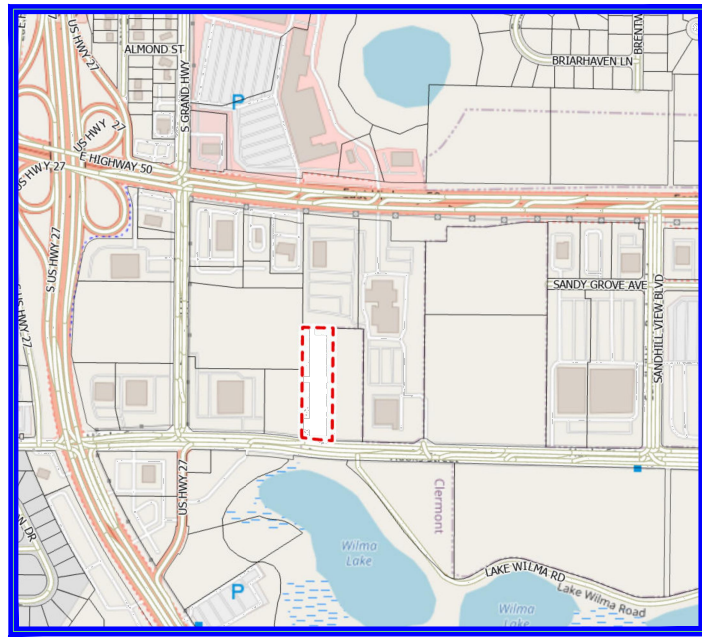
THE SEAL APPEARING ON THIS DOCUMENT
WAS AUTHORIZED BY THOMAS C. LITTLE, PSM 6107,
ON THIS DATE 09/11/2023
SURVEYOR'S NAME: THOMAS C. LITTLE PSM 6107



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

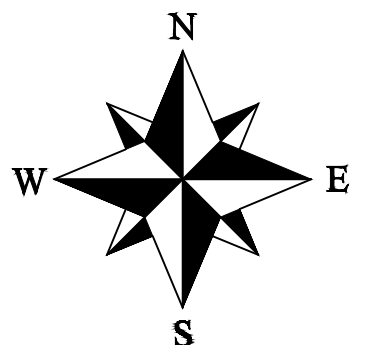
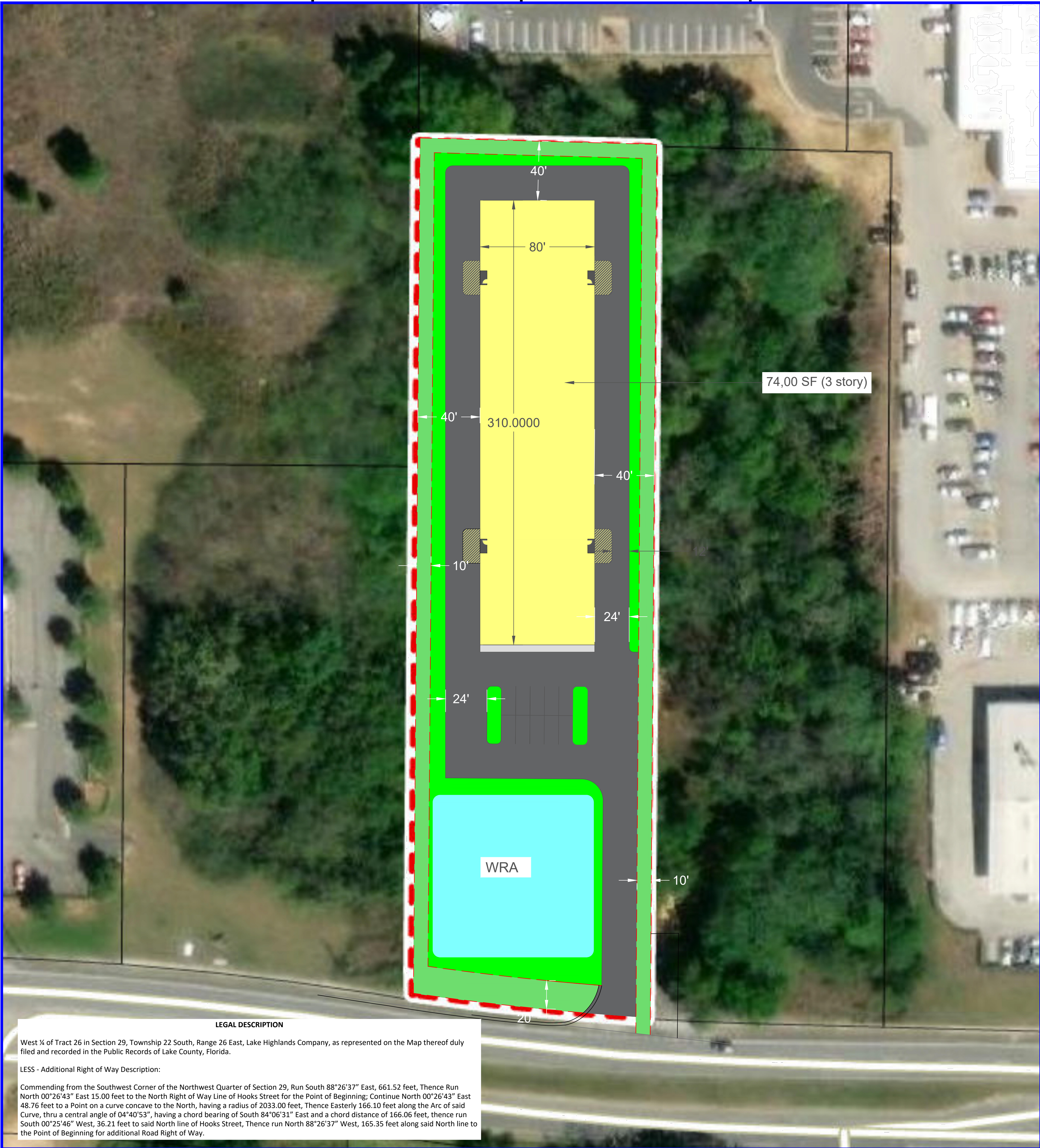
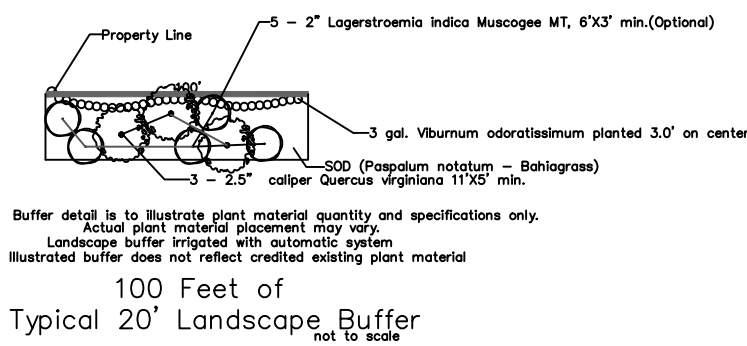
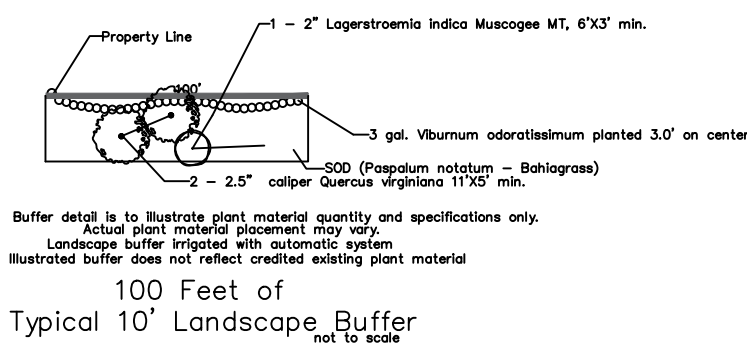
Max ISR - 80%
Proposed ISR - 70%

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.



Scale: 1:100

CEIO CRE Investments, LLC
Conceptual Master Plan
Lake County, FL

LPG Urban & Regional Planners, LLC.
1162 Camp Avenue, Mount Dora, Florida 32757
Office: (352) 385-1940 / Fax: (352) 383-4824
Project #: 2071-1
Alt. Key #: 2518332
October 10th, 2023



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

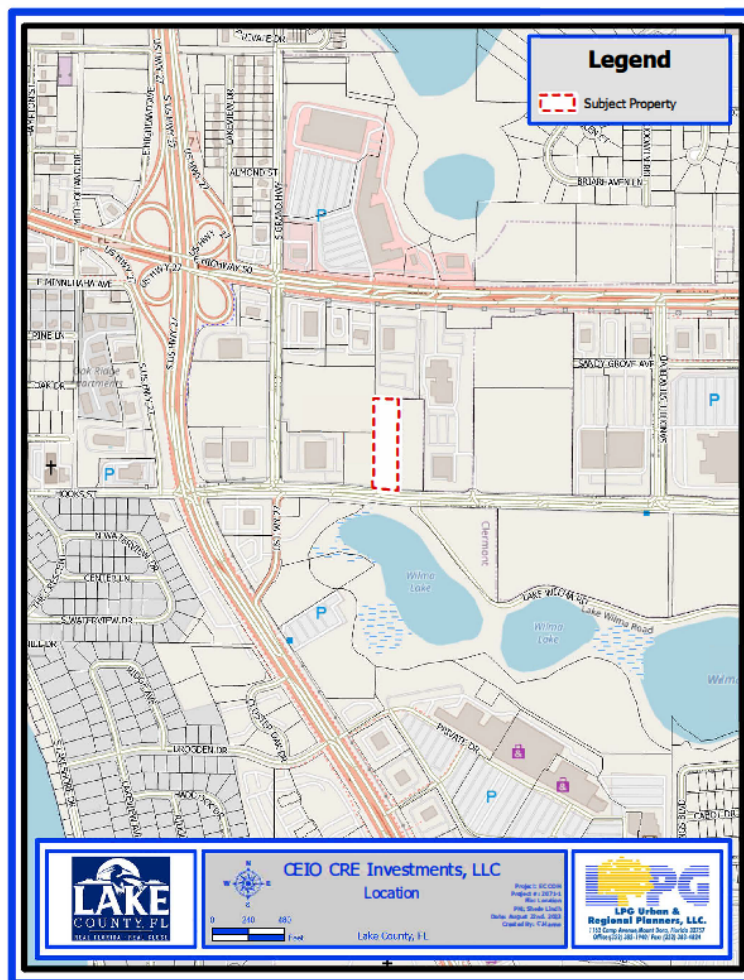


Figure 2. Project Aerial



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

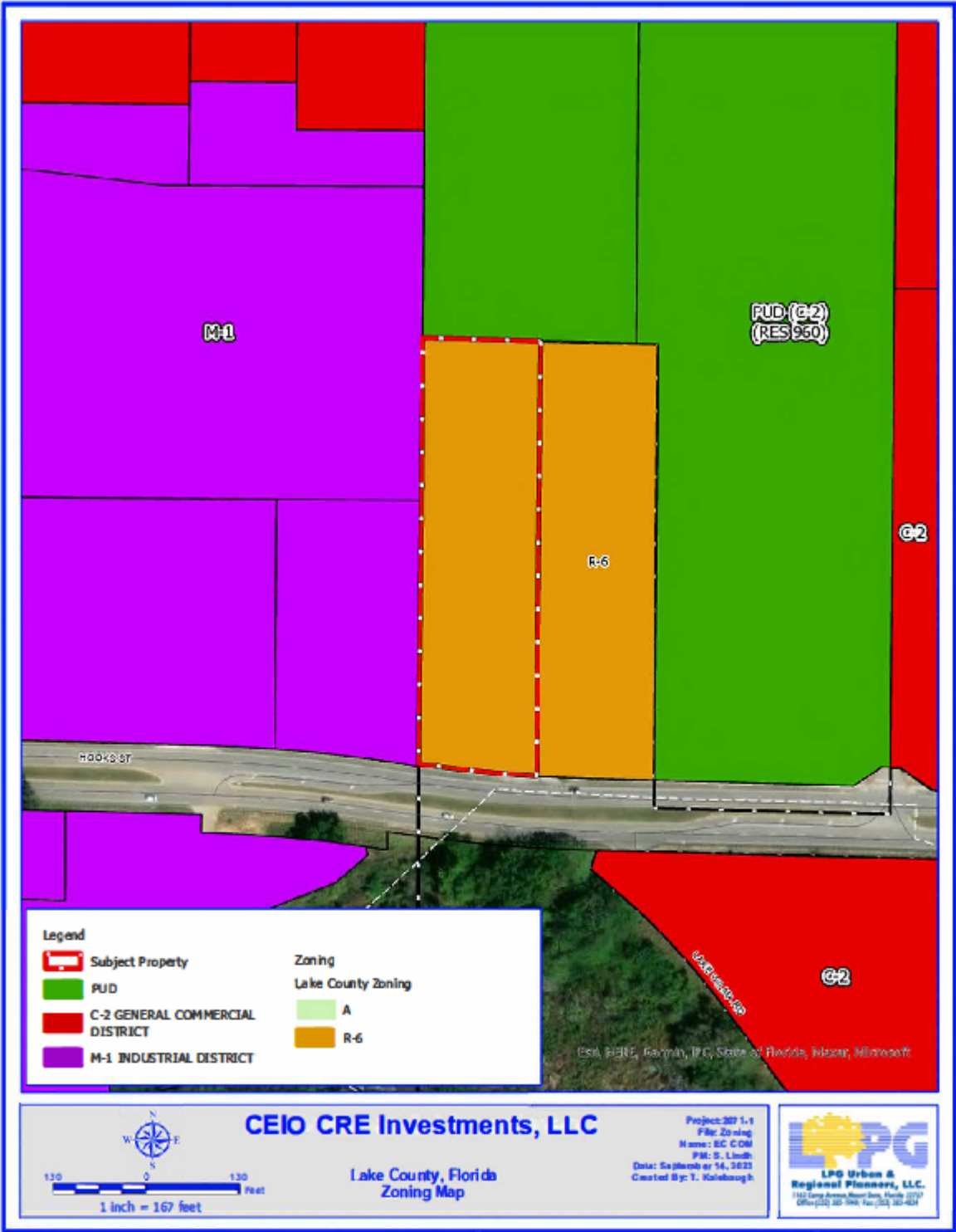
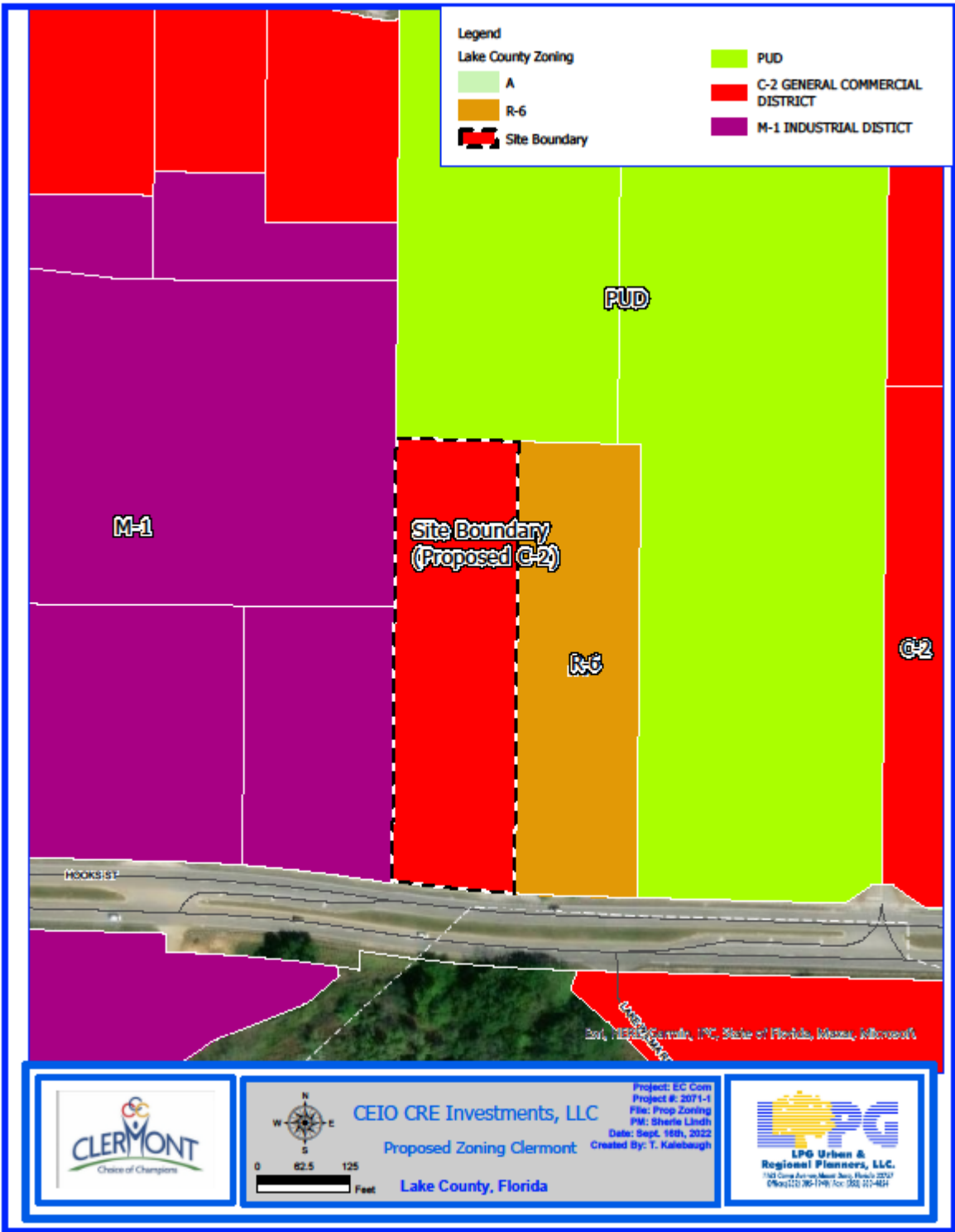


Figure 3. Proposed Zoning



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

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

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

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



CITY OF CLERMONT
REZONING
APPLICATION

DATE August 23, 2023		FEE: \$542.00 + cost of advertisement + cost of traffic review, if necessary	
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
Telephone 352-385-1940	Fax 352-383-4824		
Email MichaelR@lpgurp.com			
OWNER INFORMATION			
Owner's Name CEIO CRE Investments LLC, Eduardo Luna Bontempo, Manager			
Owner Address 8336 Boyla Ct.	City Windermere	State FL	Zip 34786
Telephone 352-988-7316	Email Ebontempo@gmail.com		
PROPERTY INFORMATION			
Address of Subject Property 13119 Hooks Street	City Clermont	State FL	Zip 34711
Legal Description (include copy of survey) See attached			
Acreage 2.29	Land Use (City verification required) Lake County Regional Commercial		
Present Zoning (City verification required) Lake County Urban Residential District (R-6)	Proposed Zoning 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

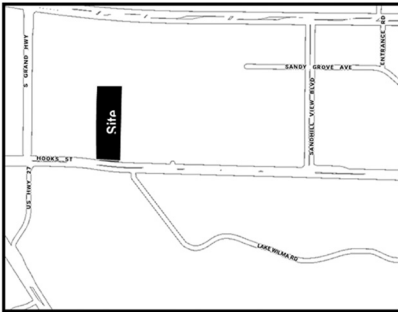
On Tuesday, February 6, 2024 at 6:30 PM, the Clermont Planning & Zoning Commission will consider the enactment of the following proposed ordinance, and on Tuesday, February 27, 2024 at 6:30 PM at a public hearing the request will be held before the City Council for Final Adoption.

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**

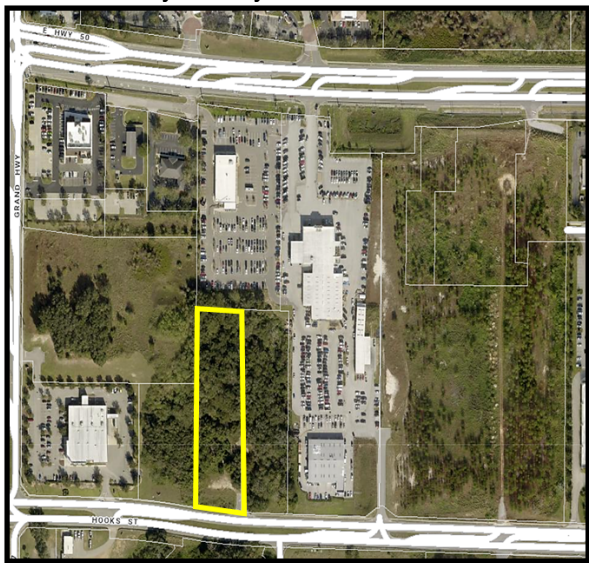
All public meetings are held in the Clermont City Hall, Council Chambers located at 685 W. Montrose Street, Clermont, FL 34711.

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.

AGENDA ITEM

Meeting Date	
Tuesday, February 27, 2024	
Agenda Item Name	
Resolution No. 2024-004R <i>Hooks Street Self-Storage Facility CUP</i>	
Requested Action	
Recommend approval of Resolution No. 2024-004R.	
Staff Report	
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.  The applicant is also requesting a conditional use permit (CUP) to allow for a self-storage facility with more than 20,000 square feet of floor space. The Land Development Code, Section 125-337 requires a conditional use permit for any building structure that occupies more than 20,000 square feet and to allow for residential storage facilities in the C-2 General Commercial zoning district. The applicant has requested an exemption to a Tier 1 Traffic Impact Analysis Report by Walsh Engineering indicating the proposed self-storage facility is projected to generate 108 daily trips, of which 11 trips will occur during the PM Peak Hour. The proposed development will provide an enclosed three-story building that will be up to 74,400 square feet with 453 units. The building will be designed to comply with the Clermont Architectural Design Standards. The proposed self-storage facility will be gated and secured. Any fencing along or adjacent to roadways shall be ornamental metal or decorative vinyl/pvc. No outside storage will be allowed. Staff has reviewed the CUP application and believes that the proposed use will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity and the proposed use will comply with the regulations and conditions specified. Therefore, staff recommends approval of the Conditional Use Permit for a self-storage facility over 20,000 square feet in the C-2 zoning district with the conditions contained in Resolution No. 2024-004R. <i>Planning and Zoning Commission recommended approval, 7-0.</i>	

Additional Analysis			
Fiscal Impact Summary			
None.			
Fiscal Impact	Fund Number and Description	Available Budget Amount	
Exhibits Attached (copies of original agreements)			
1.	2024-004R - Hooks St Mini Warehouse CUP (1.29.2024)	2024-004R - Hooks St Mini Warehouse CUP (1.29.2024).pdf	
2.	Location	Location.pdf	
3.	Aerial	Aerial.pdf	
4.	2071-1 Concept Plan 12-4-23-Layout1	2071-1 Concept Plan 12-4-23-Layout1.pdf	
5.	Project Narrative_08-31-2023_SDL	Project Narrative_08-31-2023_SDL.pdf	
6.	CUP Support Document_09-06-2023_SDL	CUP Support Document_09-06-2023_SDL.pdf	
7.	Residential Properties With-In 1 Mile	Residential Properties With-In 1 Mile.pdf	
8.	10056-Clermont Self Storage Parking Analysis Memo-12-4-23-S&S	10056-Clermont Self Storage Parking Analysis Memo-12-4-23-S&S.pdf	
9.	ENVIRONMENTAL	ENV.pdf	
10.	Existing Storage Facilities	Existing Storage Facilities.pdf	
11.	Application	Application.pdf	
12.	Legal Ad - CUP	Legal Ad - CUP.pdf	



CITY OF CLERMONT
RESOLUTION NO. 2024-004R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR A SELF-STORAGE FACILITY OCCUPYING MORE THAN 20,000 SQUARE FEET OF FLOOR SPACE IN THE C-2 GENERAL 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 a self-storage facility occupying more than 20,000 square feet, at the following location:

LOCATION:

13119 Hooks Street, Clermont, FL
Vacant parcel located east of Highway 27 and on the north side of Hooks Street
(Alternate Key - 2518332)

WHEREAS, the granting of this Conditional Use Permit will not adversely affect the officially adopted Comprehensive Plan of the City; such use will not be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity; the proposed use will comply with the regulations and conditions specified in the codes for such use; and the proposed use may be considered desirable at the particular location;

WHEREAS, the applicant has applied for a Conditional Use Permit to allow for a self-storage facility occupying more than 20,000 square feet be located in the C-2 General Commercial Zoning District, The City Council deems it advisable in the interest of the general welfare of the City of Clermont, Lake County, Florida to grant this Conditional Use Permit.

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

This application for a Conditional Use Permit to allow for a self-storage/warehouse facility with up to 74,500 square feet with 453 units in the C-2 General 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. 2024-004R

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 work has not begun within two (2) years of the date of issuance of this Conditional Use Permit.

SECTION 2: LAND USES AND SPECIFIC CONDITIONS

1. This Conditional Use Permit is for a residential self-storage facility occupying up to 74,500 square feet with 453 units be allowed in the C-2 General Commercial zoning district.



CITY OF CLERMONT
RESOLUTION NO. 2024-004R

2. The property shall be developed in substantial accordance with the Preliminary Conceptual Site Plan prepared by LPG Urban & Regional Planners, LLC; and Identified as (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 Regulations.
3. The site may also be used for any permitted use in the C-2 General 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 public streets. All enclosures shall be designed to be compatible and complement the architecture color and materials of the primary building.
5. The self-storage facility shall be gated and secured from the General Public. Any fencing shall be ornamental metal or decorative PVC/vinyl. All walls constructed must comply with Clermont Codes.
6. Interior lightening on the site shall be directed downward onto the site and not spill over onto the adjacent properties.

SECTION 3: CONFLICT

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

SECTION 4: SEVERABILITY

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

SECTION 5: ADMINISTRATIVE CORRECTION

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

SECTION 6: PUBLICATION AND EFFECTIVE DATE

This Resolution shall take effect immediately upon its adoption.



CITY OF CLERMONT
RESOLUTION NO. 2024-004R

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 27th day of February, 2024.

CITY OF CLERMONT

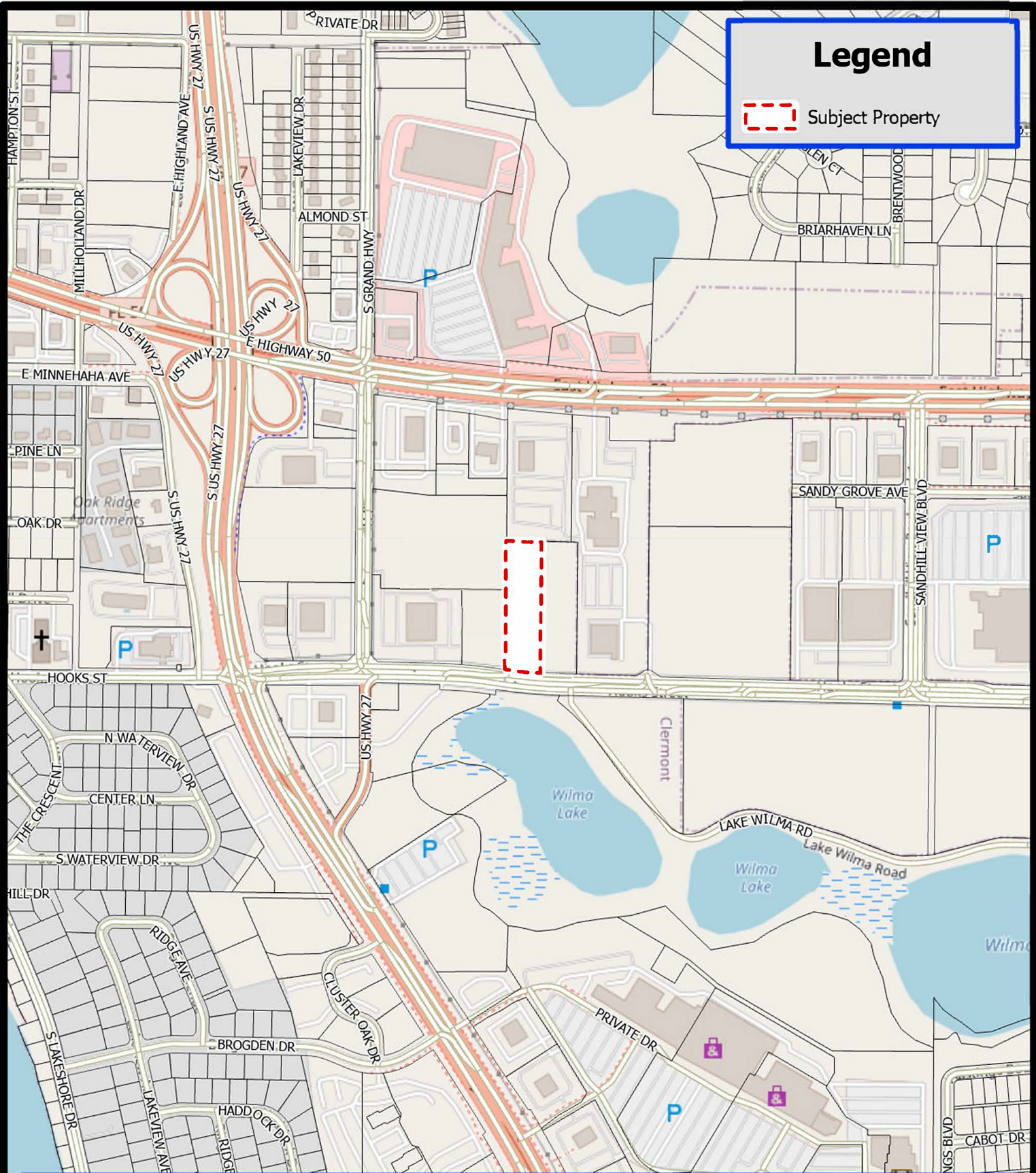
Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney



Legend

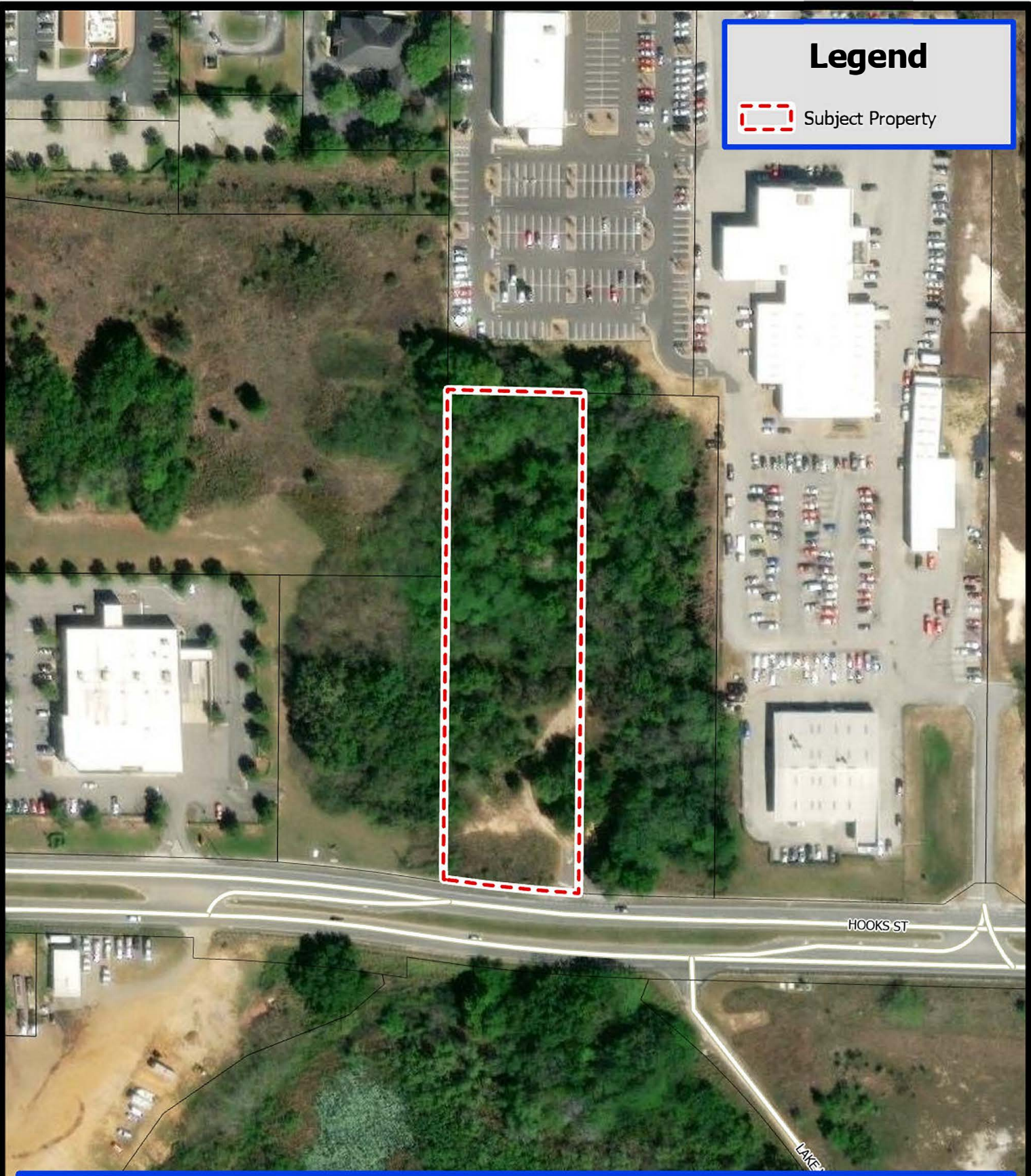
Subject Property



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





Legend

 Subject Property



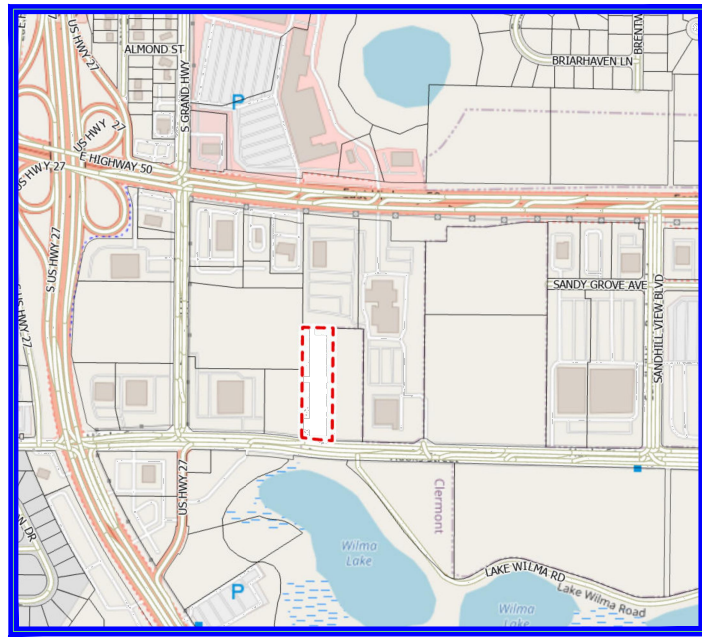
0 60 120
 Feet

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





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

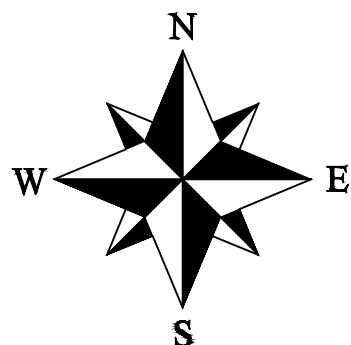
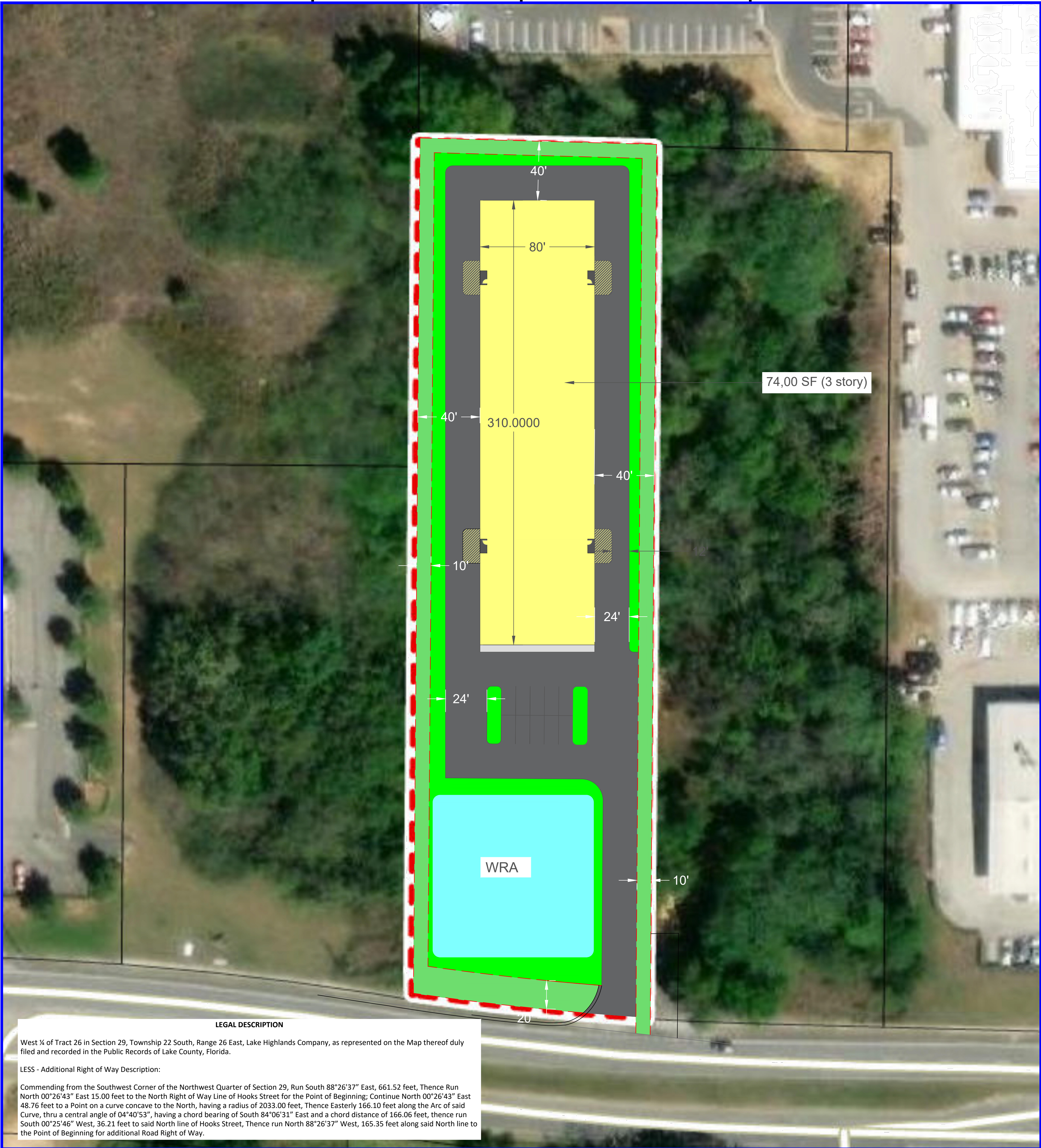
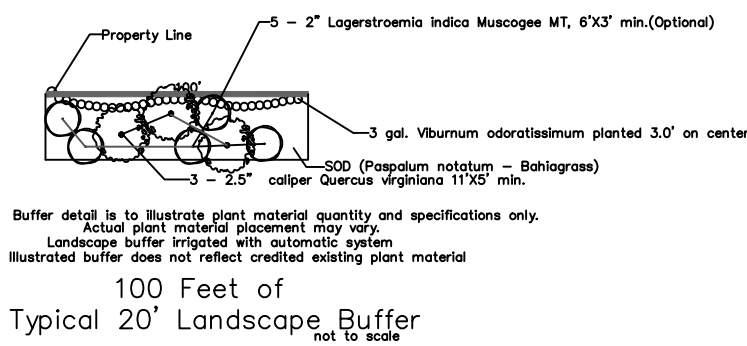
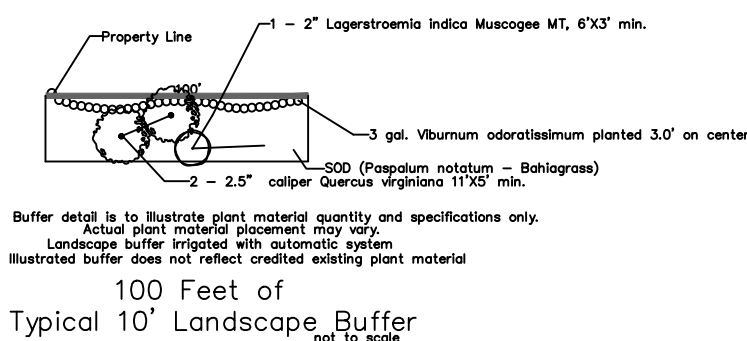
Max ISR - 80%
Proposed ISR - 70%

Buffers

Buffers - Side and Rear -
10' consisting of 2 canopy, 1 subcanopy, shrubs-
3' high landscape screen - per 100 linear feet

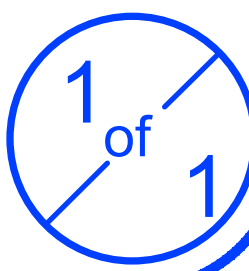
Buffers - Front -
20' - 3 canopy trees, 5 understory trees, shrubs and groundcover
shall comprise 50% of the buffer area - per 100 linear feet:

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.



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

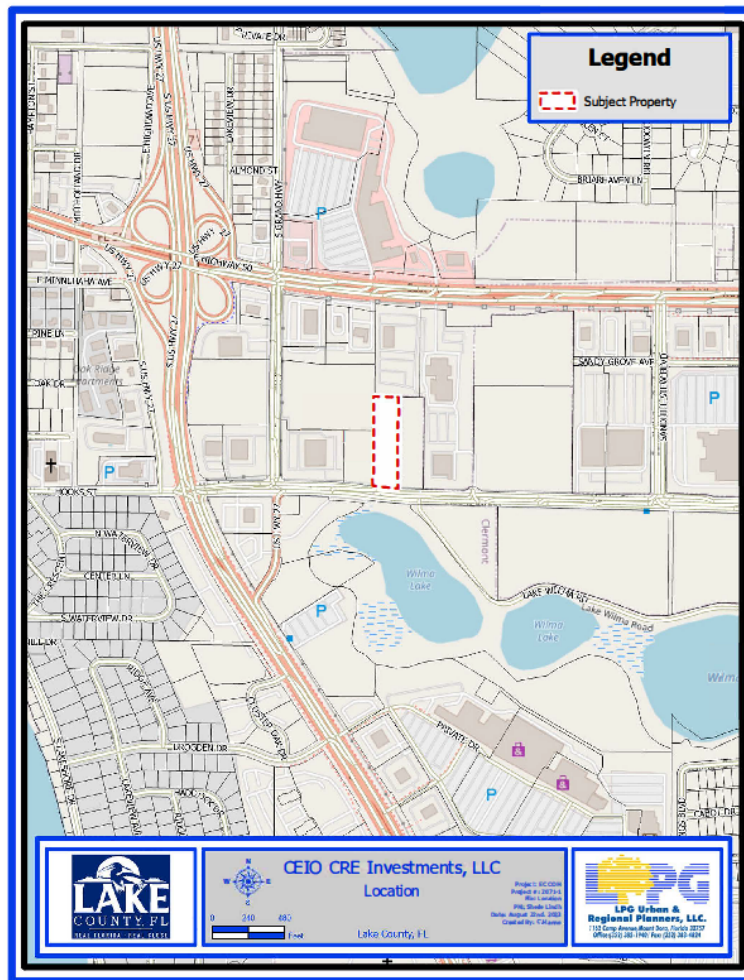


Figure 2. Project Aerial



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

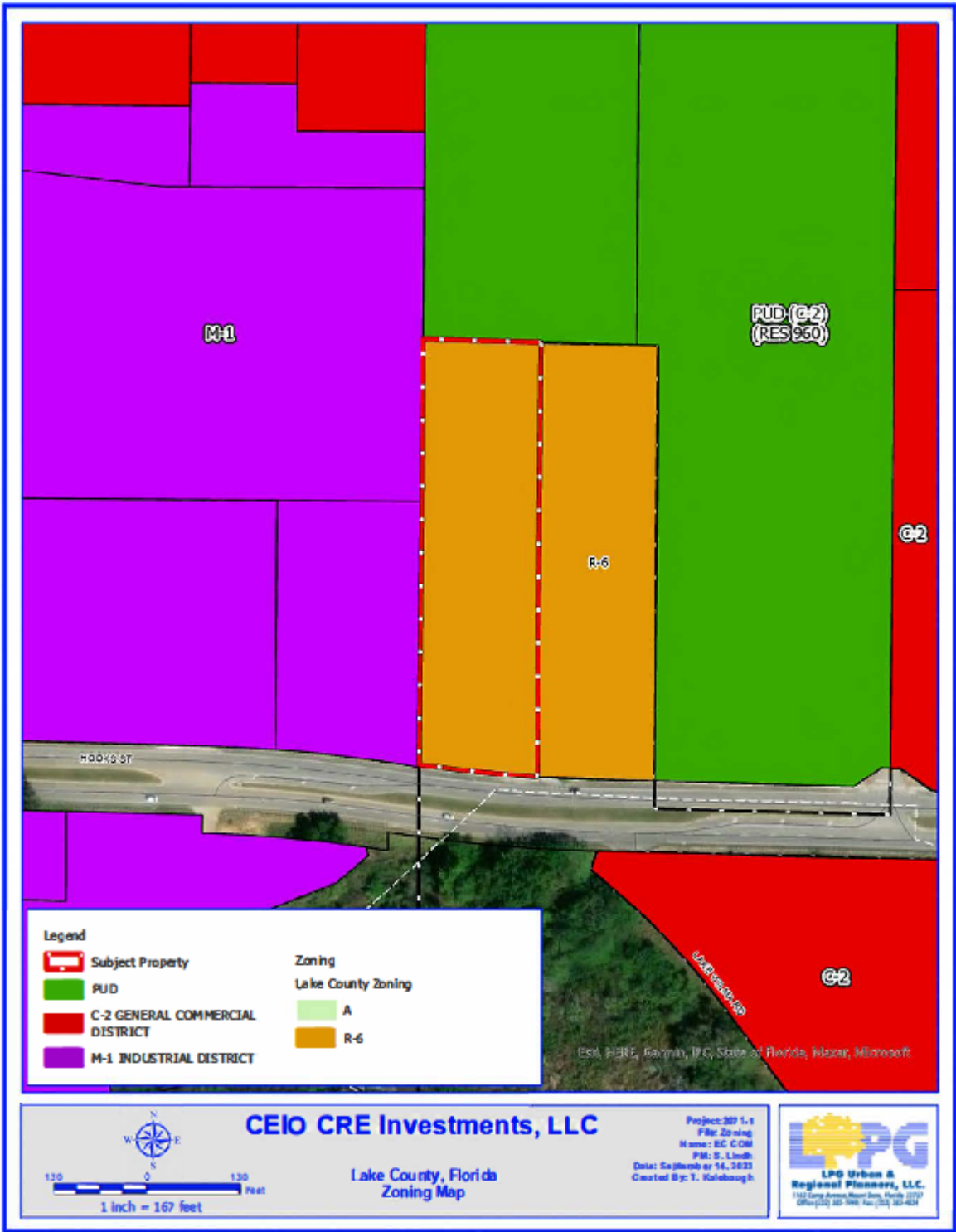
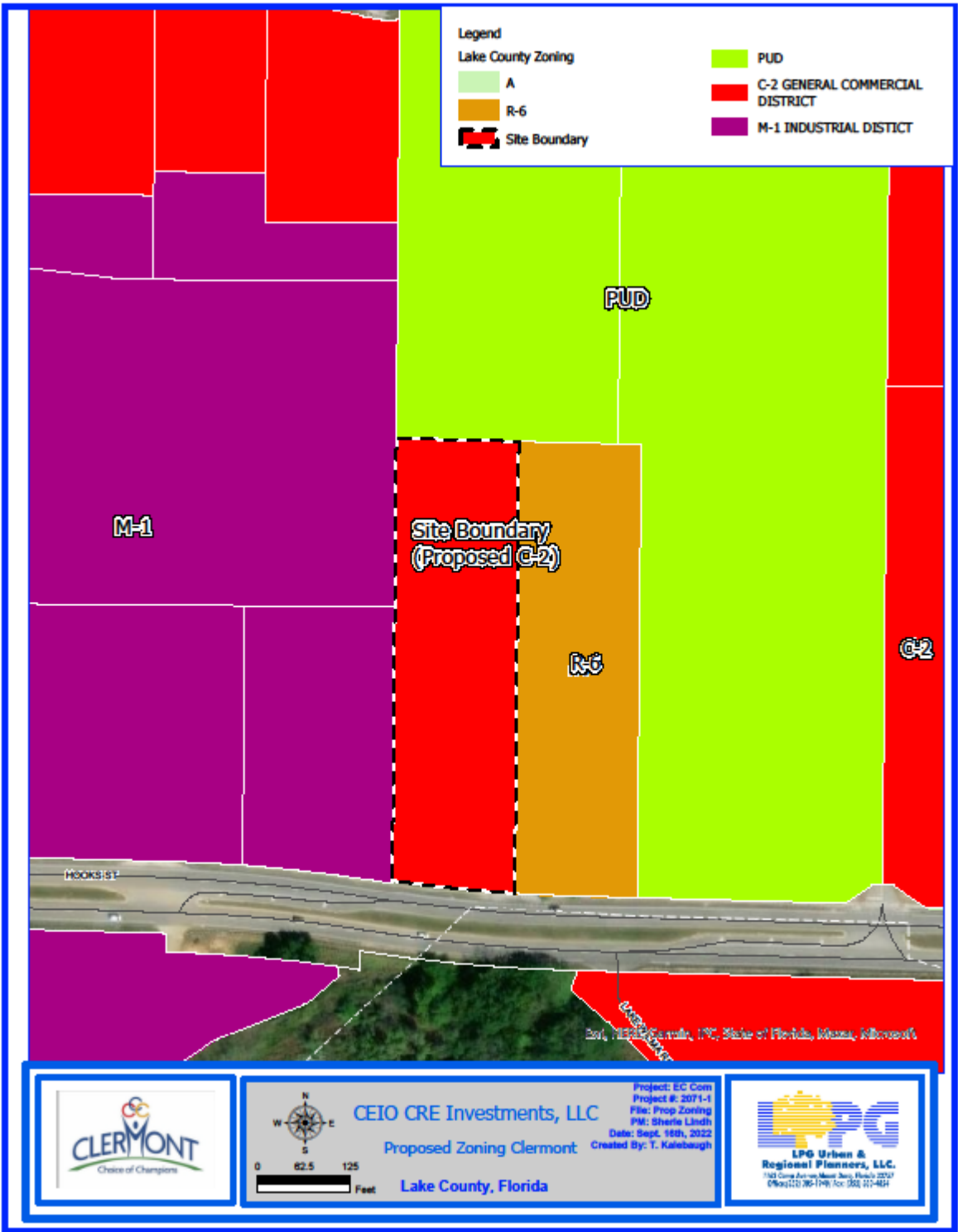


Figure 3. Proposed Zoning



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.



CEIO CRE Investments, LLC
Conditional Use Permit for Mini-Storage Facility

The property consists of 2.29 ± acres (Alternate Key # 2518332), has a future land use designation of Commercial and a zoning designation as General Commercial (C-2). 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. Chapter 125 of the City of Clermont's Land Development Code of Ordinances dictates the type of uses allowed within the C-2 zoning designation. The applicant is applying for a conditional use permit in accordance with Section 125-337(a)(2), *Conditional Uses*, to allow residential storage facilities.

Figure 1. Project Location

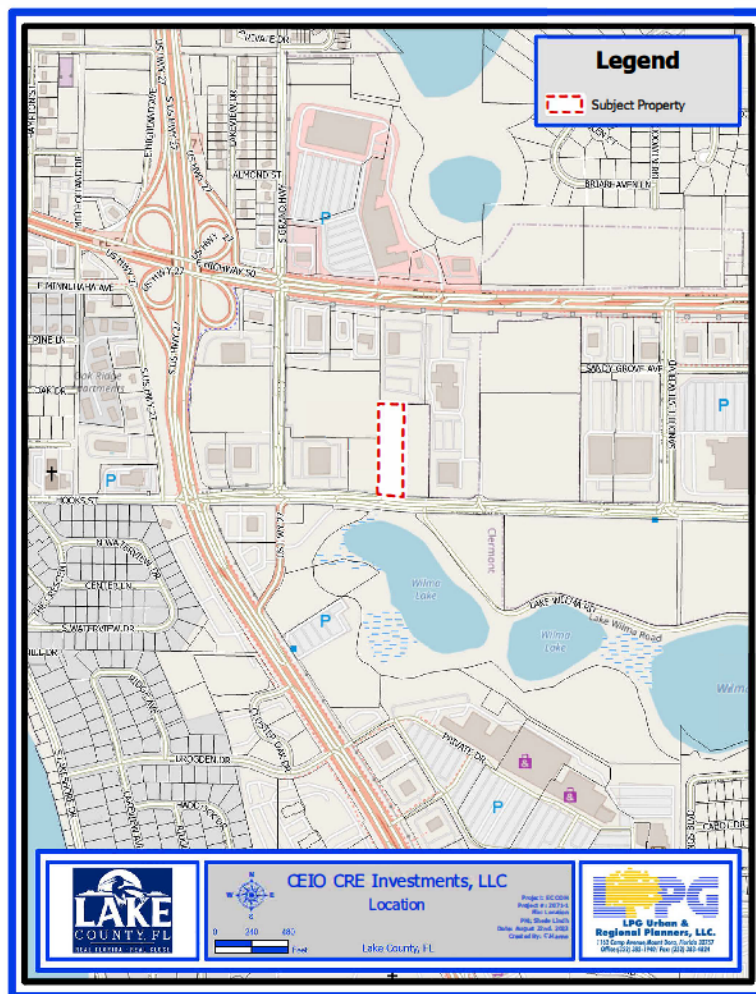


Figure 2. Project Aerial



Land Use Compatibility

The proposed storage facilities are compatible with the existing adjacent land uses and would result in a logical extension of those land uses. 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 subject site is near residential development which could be serviced by the proposed residential self-storage facilities. Review of available data from the Lake County Property Appraisers Office indicates that within a 1-mile radius of the subject site there are approximately 1,781 residential units.

Review of available data indicates that the closest storage facility is located approximately ½ mile to the west along US Highway 27 and is known as Personal Mini Storage. The next closest storage facility is located approximately 2 miles to the southwest along US Highway 27 and is known as US Storage Centers.

The owner engaged BMSGP to conduct a study of the need for storage facilities within a 5-mile radius of the subject site. Results of the study indicate there is a need for the storage facilities which can be met by the proposed facilities.

The surrounding land uses are as follows:

Alternate Key	Location	Future Land Use	Zoning
1103924	North	Commercial	Planned Unit Development
1724937	East	Regional Commercial	Urban Residential (R-6)
3883715	South	Regional Office	R-6
3885085	West	Commercial	Light Manufacturing (M-1)

Site Design Standards

According to Section 125-338 (1), the impervious surface coverage is 80 percent in the C-2 zoning district. Ordinance No. 2018-02 allows for a maximum intensity of 1.0 FAR for residential storage facilities. The applicant's subject property has an impervious surface coverage of 70 percent. Section 125-339, *Yards*, dictates the setbacks within the C-2 zoning district. Properties adjacent to Hooks Street are required to have a building setback of 25 feet. The subject property has a setback of 265' feet from Hooks Street. The subject property has a 40-foot rear building setback compared to the required rear setback of 25 feet. In addition, the property has side setbacks of 40 feet instead of the required 25 feet for a side building setback. The subject property exceeds the minimum setback requirements.

The subject property exceeds the open space requirements of 20 percent, providing 30 percent open space. According to Section 115-14 of the City of Clermont's Land Development Code for



warehouse facilities the subject property is required to provide 1 space per 1,000 square feet of building; however, a parking study was completed by Walsh Engineering which indicates that parking for self-storage facilities should be based on ITE 6th Generation Parking Manual which indicates 8 spaces for the proposed storage facility. The proposed facility is estimated to have 453 storage units. The proposed site plan has a proposed ten (10) parking spaces.

The applicant has also provided architectural facades as a separate attachment which demonstrate the site will meet the architectural design standards for the City of Clermont. The subject property is served by Water and Sewer from the City of Clermont.

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.

Comprehensive Plan Compliance

The subject property is requesting a conditional use permit to for residential storage facilities. The application discourages urban sprawl in accordance with Objective 1.1 of the Future Land Use chapter of the City of Clermont's Comprehensive Plan. The application for the conditional use permit is compliant with Policy 1.1.3 which states:

The City shall encourage infill through the use of higher density and intensity land use designations and mixed-use designations in appropriate locations.

Use of the subject site for a residential storage facility is compatible with the existing commercial uses located along the Hooks Street Corridor and is considered infill development. The proposed facility is in close proximity to end users and review of available data from the Lake County Property Appraisers Office indicates that within a one-mile radius there are 1,781 residential units (Figure 3). The closest existing storage facility is approximately ½ mile to the west along US Highway 27. The proposed Conditional Use Permit is in compliance with Policy 1.2.4, which states:

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.

Policy 1.9.5 dictates:

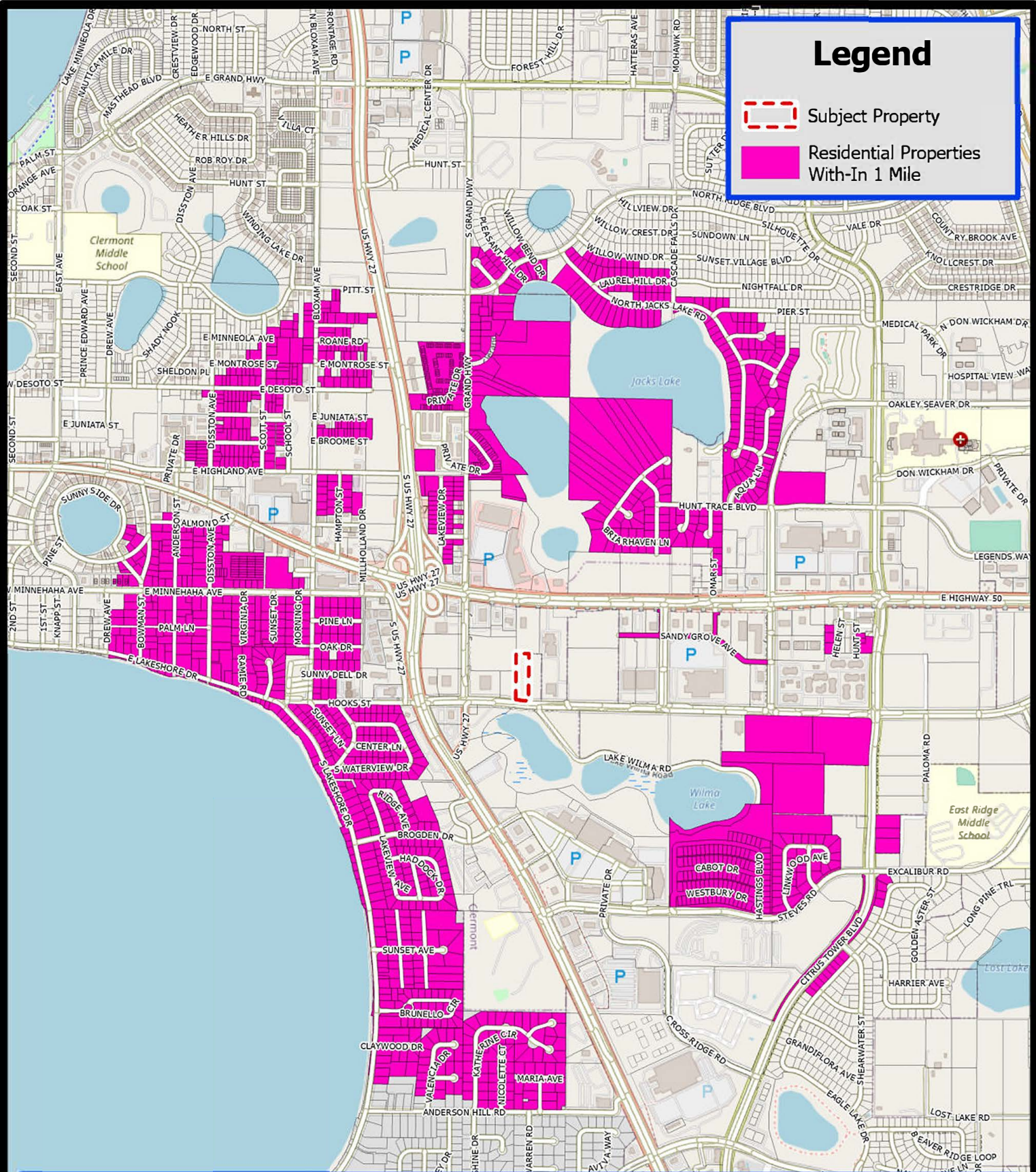
Residential storage facilities shall be allowed as a conditional use within the commercial land use category and shall be limited to 1.00 FAR. This shall not include storage of manufacturing or commercial products.

The subject property is in compliance with Policy 1.9.5.

In accordance with the Smart Growth principles espoused in Objective 1.11, the application has provided architectural facades in compliance with the City of Clermont's architectural design standards. The applicant has adhered to Policy 1.11.4 which states:



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 site and human-scale architecture and amenities, especially at street level.



0 675 1,350
Feet

CEIO CRE Investments, LLC Residential Properties

Lake County, FL

Project: EC COM
Project #: 2071-1
File: Residential
PM: Sherie Lindh
Date: August 22nd, 2023
Created By: C.Manno



MEMORANDUM

To: Mr. Eduardo Bontempo
From: Mr. Chris J. Walsh, P.E.
Date: December 4, 2023
Subject: Hooks Street Self Storage Parking Analysis – Clermont, Florida

Walsh Traffic Engineering, LLC (Walsh Traffic) has been retained to conduct a parking analysis for the self-storage facility proposed on the north side of Hooks Street, approximately 700 feet east of S. Grand Highway in Lake County, Florida (see **Site Location Map** below). The property (Alternate Key # 2518332), which is currently vacant, will be annexed into the City of Clermont and rezoned to C-2 with a conditional use permit restricting the property to self-storage. The self-storage facility will be an enclosed 3-story facility of 74,400 square feet with 453 units. The purpose of this memorandum is to provide an evaluation of the parking demand of the proposed development as compared against the City's parking requirements.



Parking Requirements

Within Section 115-14 of the City of Clermont's Code of Ordinances, it specifies that warehouses should have a minimum of 1 parking space per 1,000 square feet and that light manufacturing facilities should have 1 space per 500 square feet. A self-storage facility is classified as a mini-warehouse facility based on terms within the Institute of Transportation Engineer's *Parking Generation Manual, 6th Edition*. Given this terminology, it is believed a self-storage facility does not fall within any of the various industrial classifications of the City's parking requirements (Light Manufacturing, Warehouse/Bulk Storage, Warehouse/Showroom).

Per Section 115-14(a) of the City's Code of Ordinances:

If the proposed use is not listed or compatible with a use listed in the table of minimum parking space requirements, the administrative official shall make a determination of the appropriate parking for the proposed use based on the standards and guidelines of the Institute of Transportation Engineers (ITE) or the latest Smart Code published by the Form Based Codes Institute. In reaching the determination, the director may consider and be guided by the requirements for similar uses, the number and kind of vehicles likely to be attracted to the proposed use, parking requirements of such uses in other jurisdictions, special conditions or situations of the proposed use, or a combination of sources.

Table 1 on the following page provides a summary of the various industrial uses within the ITE Parking Generation Manual, their corresponding parking generation rates, average size of the developments studied, projected parking demand for the proposed development (74,400 square feet and 453 units), and a comparison of the resulting ITE parking demand against the City's parking requirements. As can be seen in this table, ITE's parking demand for a mini warehouse (self-storage facility) is 8 spaces based on square footage. This is substantially below the 74 spaces required of the City's Code. It is important to note that ITE provides parking demand data for both weekday and Saturday conditions, with the data indicating that the parking demand is higher on a weekday. Additionally, the ITE weekday parking generation rates are based on 11 studies where 1,000 square feet is the independent variable and seven studies where 100's of units is the independent variable. The parking requirements of numerous other nearby jurisdictions were reviewed. However, there were substantial differences in the industrial use classifications and parking requirements. Thus, given these inconsistencies and uncertainties as to the basis of the parking requirements, the ITE data is deemed to be the most reliable.

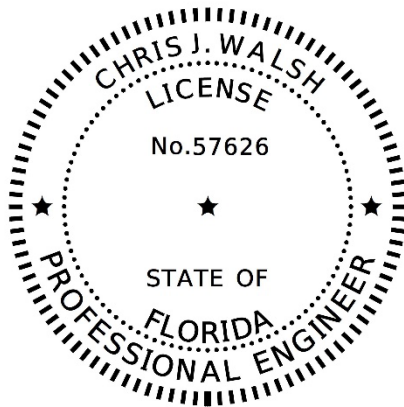
To provide a logical assessment of the ITE parking generation requirements, the trip generation potential of the proposed development is provided below based on trip generation equations/rates for Land Use Code 151 (Mini-Warehouse) as provided in the Institute of Transportation Engineer's (ITE) *Trip Generation Manual, 11th Edition*. The proposed self-storage facility is projected to generate 108 total weekday daily trips, 7 total weekday AM peak-hour trips (4 in, 3 out), and 11 total weekday PM peak-hour trips (5 in, 6 out). These trip generation estimates are based on the trip rate per 1,000 square feet as the trip rate per 100's of storage units yields lower trips. Based on ITE's *Parking Generation Manual*, the peak parking demand occurs on a weekday between 5:00 PM and 6:00 PM. Given that the PM trip generation is only 5 trips in and 6 trips out, the ITE parking demand of 8 spaces for a 74,400 square-foot/453-unit mini warehouse (self-storage facility) is consistent and logical.

Although the analysis above demonstrates that eight (8) parking spaces are adequate for the site, it is proposed to provide 10 spaces for the proposed storage facility.

Table 1 – Parking Generation Comparison

							City Requirements	
Independent Variable	Land Use	ITE Land Use Code	ITE Parking Demand (Average Rate)	ITE Average Size of Studied Sites	Proposed Site	ITE Parking Demand	Rate	Total Spaces
1,000 Square Feet	General Light Industrial	110	0.67	26	74.4	50	2	149
	Manufacturing	140	0.92	99	74.4	68	2	149
	Warehousing	150	0.37	220	74.4	28	1	74
	Mini-Warehouse	151	0.1	68	74.4	8	1	74
Employees	General Light Industrial	110	0.76	23				
	Manufacturing	140	0.81	113				
	Warehousing	150	0.77	128				
	Mini-Warehouse	151	1.71	2.4				
100's of Units	Mini-Warehouse	151	1.26	5	4.53	6		

You may contact us at (386) 801-5682 should you have any questions.



THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:

Chris J Walsh Date: 2023.12.04
15:10:39 -05'00'

ON THE DATE ADJACENT TO THE SEAL
 PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND
 THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES

Attachments

General Light Industrial (110)

Peak Period Parking Demand vs: 1000 Sq. Ft. GFA

On a: Weekday (Monday - Friday)

Setting/Location: General Urban/Suburban

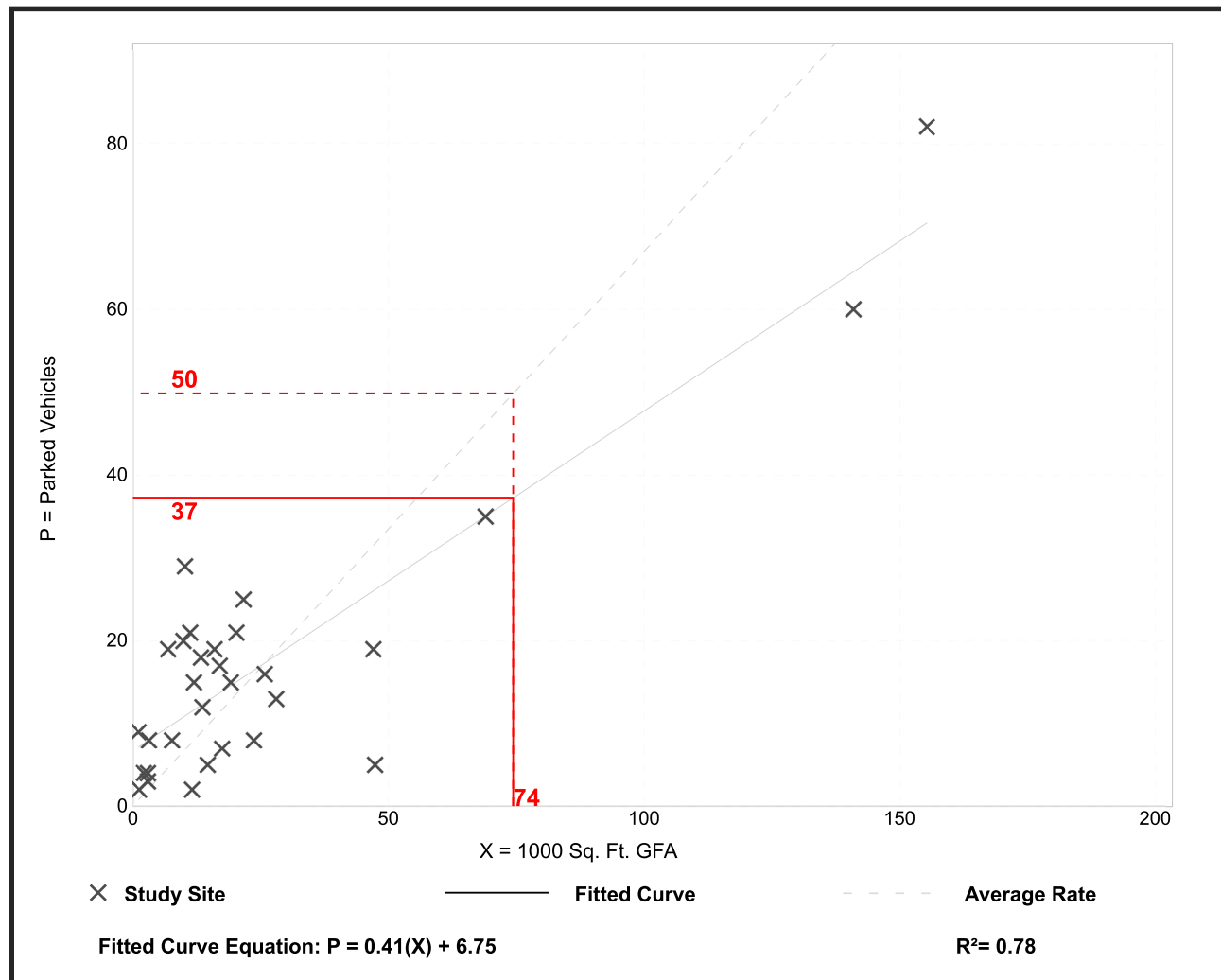
Number of Studies: 30

Avg. 1000 Sq. Ft. GFA: 26

Peak Period Parking Demand per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
0.67	0.11 - 7.89	0.55 / 2.18	0.46 - 0.88	0.58 (87%)

Data Plot and Equation



Parking Generation Manual, 6th Edition • Institute of Transportation Engineers

General Light Industrial

(110)

Peak Period Parking Demand vs: Employees

On a: Weekday (Monday - Friday)

Setting/Location: General Urban/Suburban

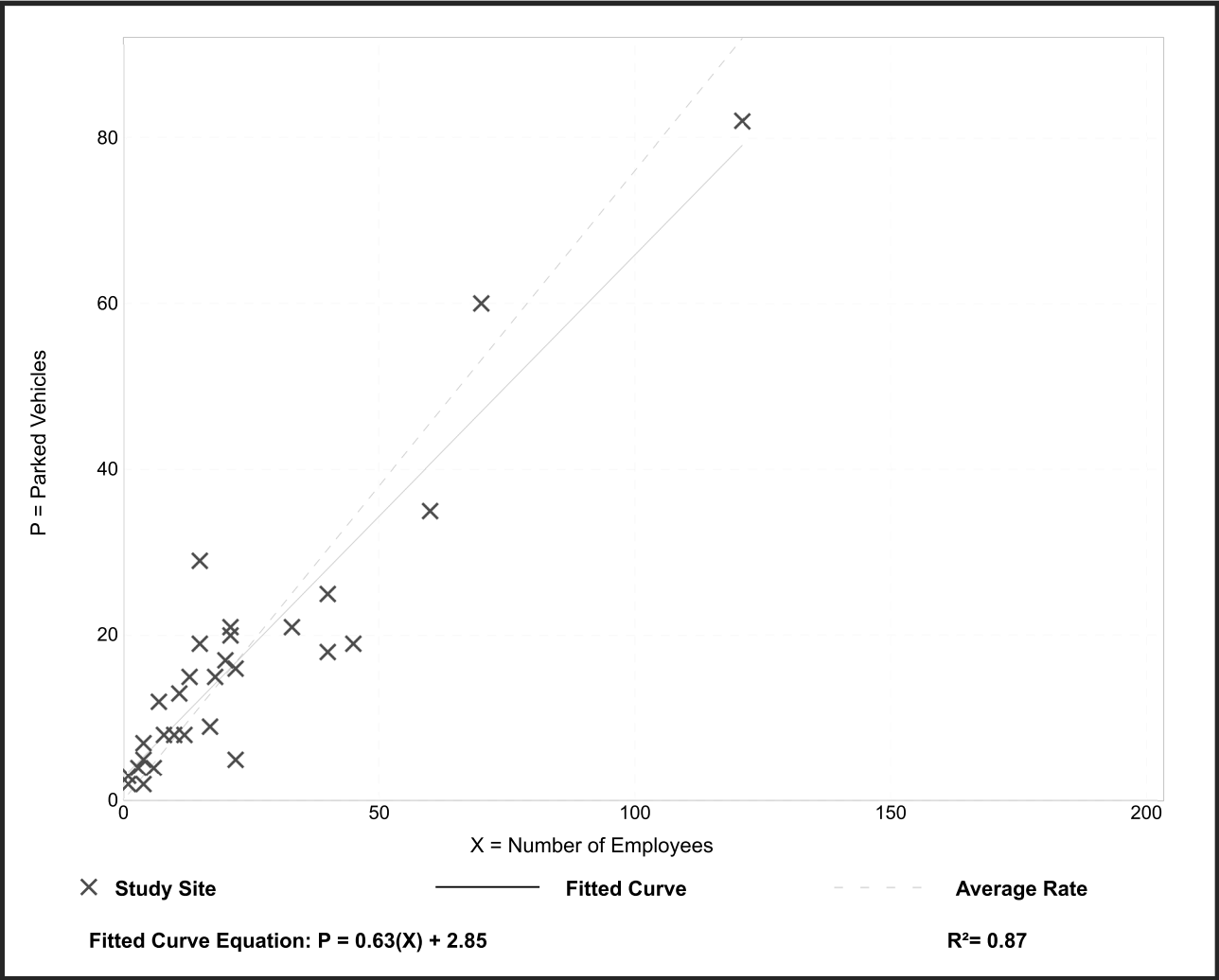
Number of Studies: 29

Avg. Num. of Employees: 23

Peak Period Parking Demand per Employee

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
0.76	0.23 - 3.00	0.67 / 1.73	0.64 - 0.88	0.33 (43%)

Data Plot and Equation



Manufacturing

(140)

Peak Period Parking Demand vs: 1000 Sq. Ft. GFA

On a: Weekday (Monday - Friday)

Setting/Location: General Urban/Suburban

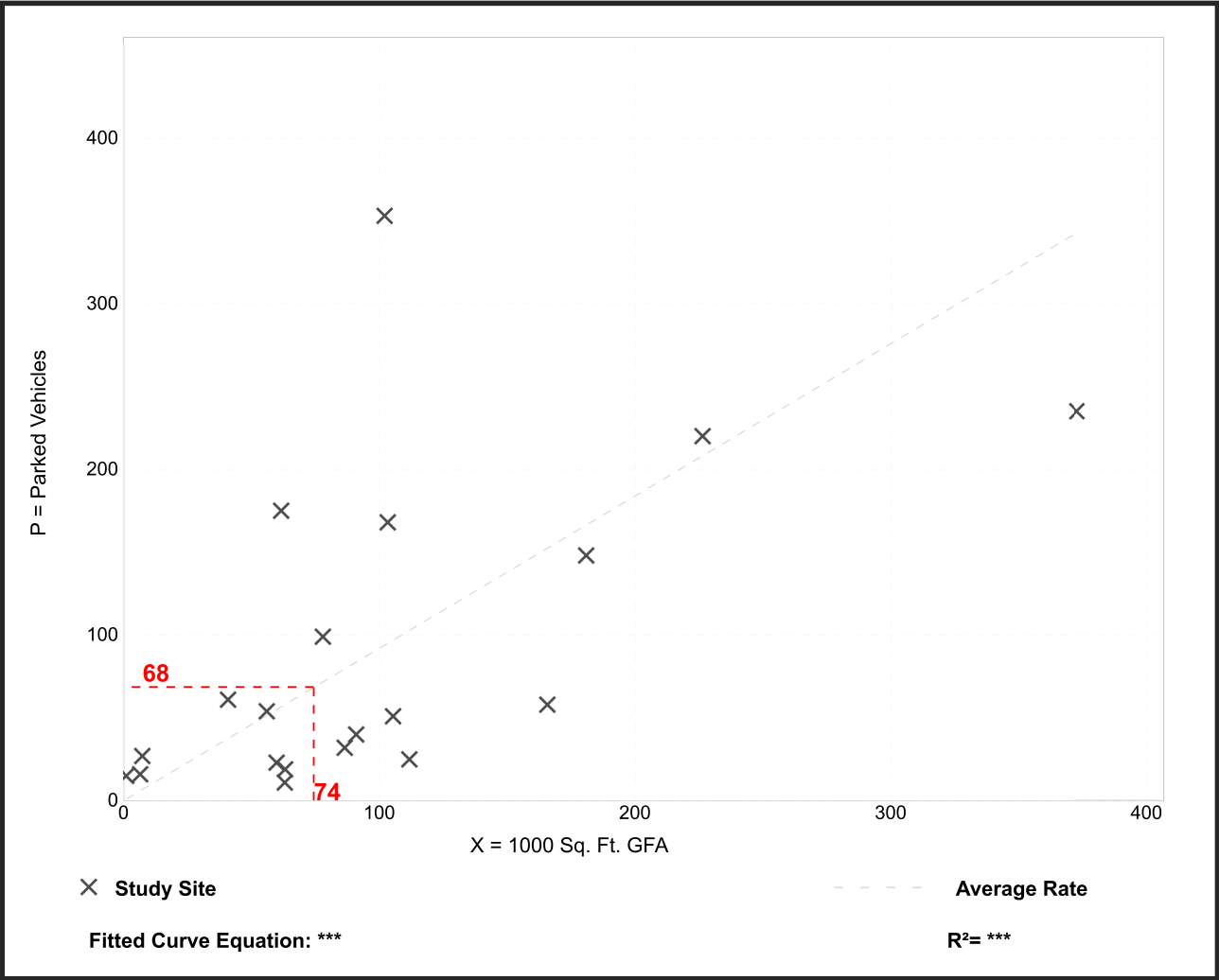
Number of Studies: 20

Avg. 1000 Sq. Ft. GFA: 99

Peak Period Parking Demand per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
0.92	0.17 - 13.75	0.44 / 3.36	0.53 - 1.31	0.89 (97%)

Data Plot and Equation



Manufacturing (140)

Peak Period Parking Demand vs: Employees

On a: Weekday (Monday - Friday)

Setting/Location: General Urban/Suburban

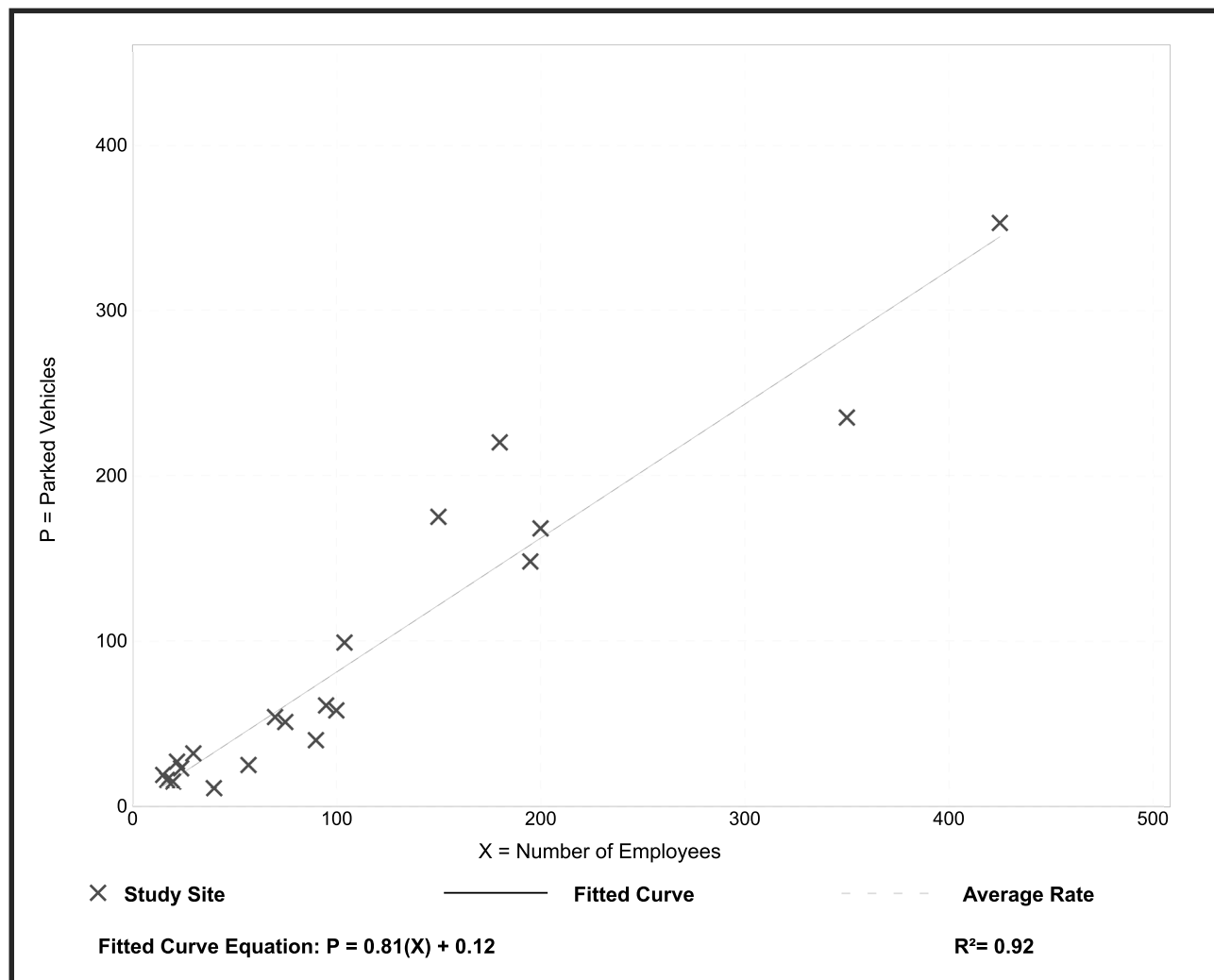
Number of Studies: 20

Avg. Num. of Employees: 113

Peak Period Parking Demand per Employee

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
0.81	0.28 - 1.27	0.68 / 1.21	0.71 - 0.91	0.23 (28%)

Data Plot and Equation



Parking Generation Manual, 6th Edition • Institute of Transportation Engineers

Warehousing (150)

Peak Period Parking Demand vs: 1000 Sq. Ft. GFA

On a: Weekday (Monday - Friday)

Setting/Location: General Urban/Suburban

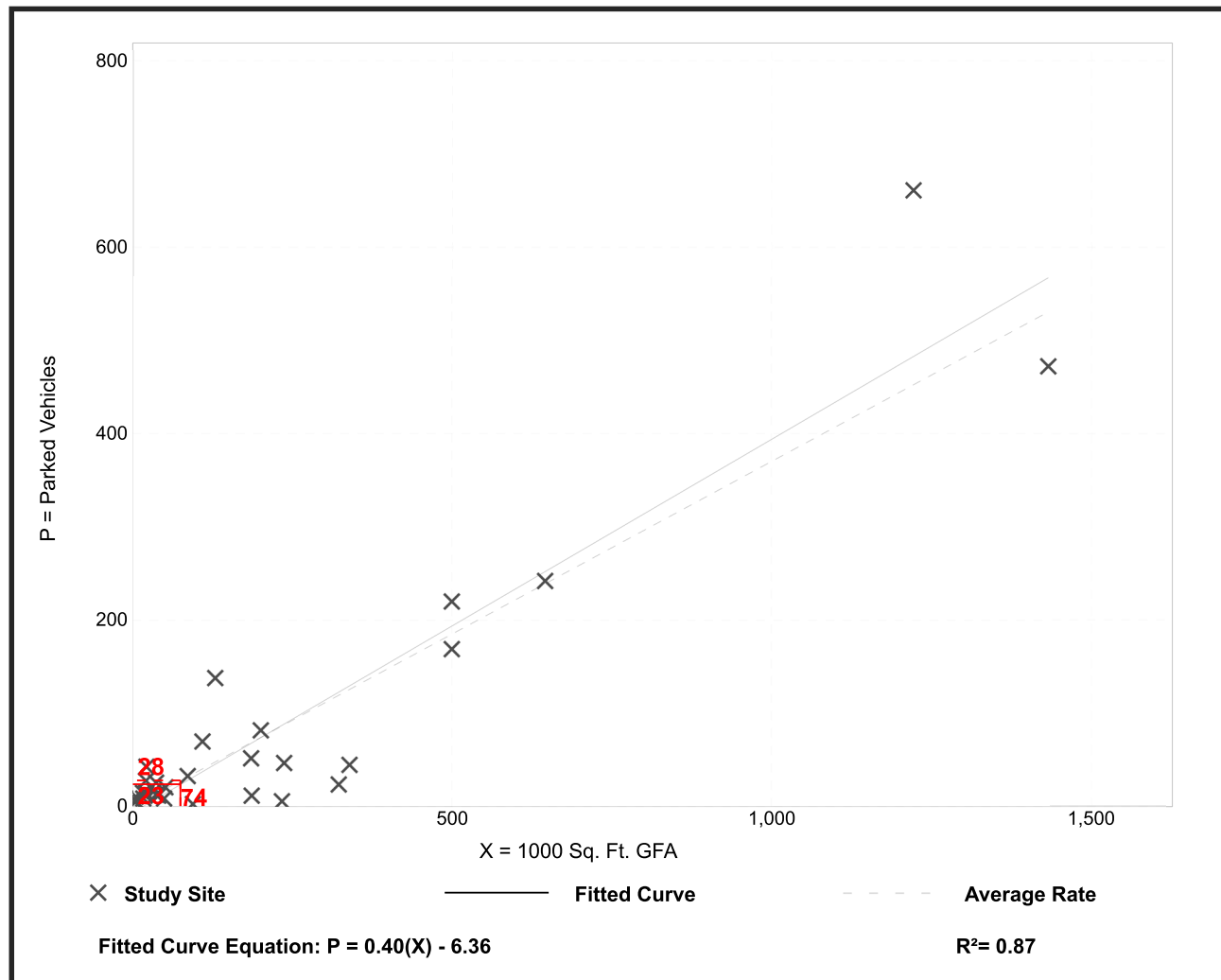
Number of Studies: 31

Avg. 1000 Sq. Ft. GFA: 220

Peak Period Parking Demand per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
0.37	0.03 - 1.96	0.33 / 1.11	0.29 - 0.45	0.22 (59%)

Data Plot and Equation



Parking Generation Manual, 6th Edition • Institute of Transportation Engineers

Warehousing (150)

Peak Period Parking Demand vs: Employees

On a: Weekday (Monday - Friday)

Setting/Location: General Urban/Suburban

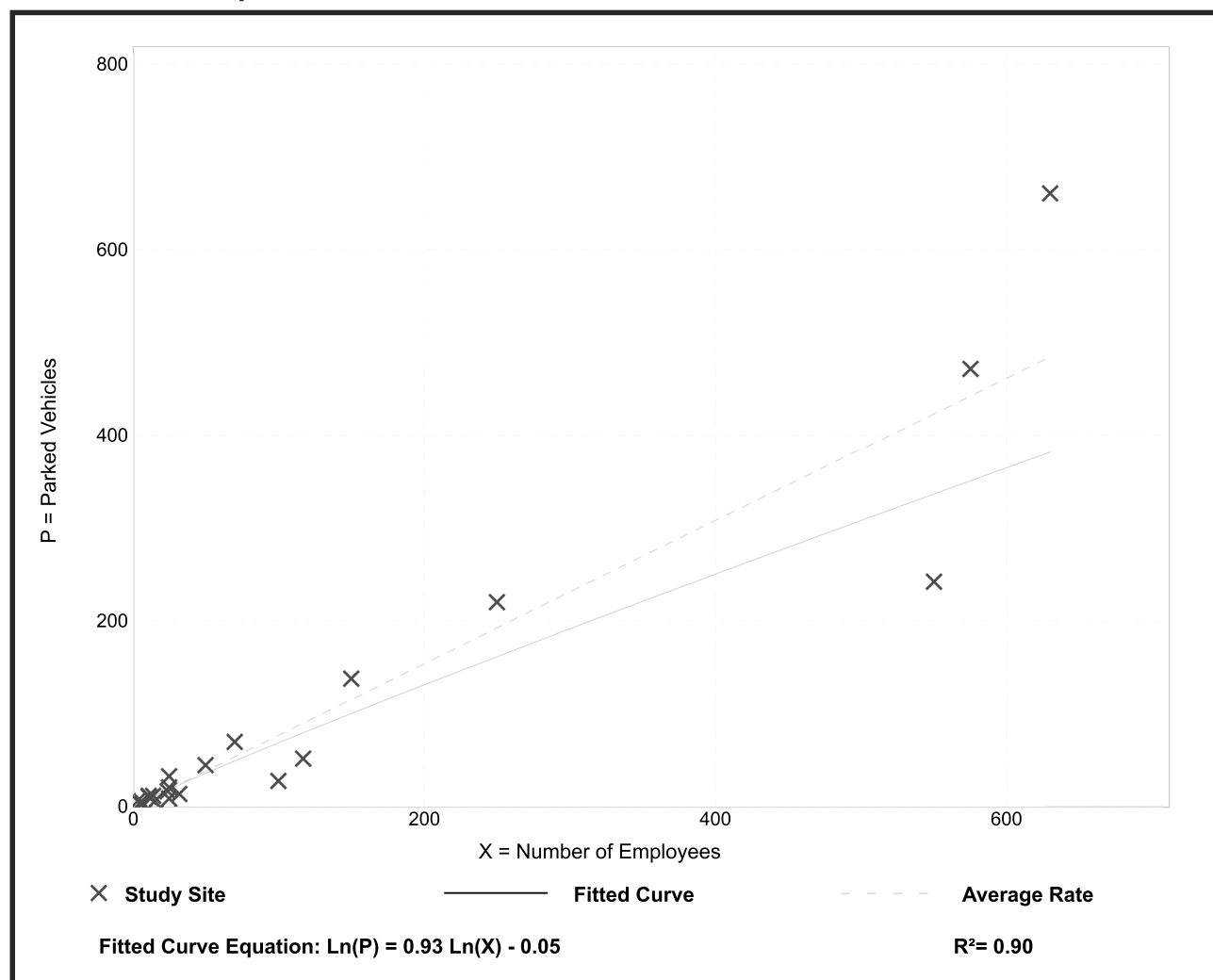
Number of Studies: 21

Avg. Num. of Employees: 128

Peak Period Parking Demand per Employee

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
0.77	0.28 - 2.00	0.55 / 1.08	0.65 - 0.89	0.27 (35%)

Data Plot and Equation



Parking Generation Manual, 6th Edition • Institute of Transportation Engineers

Mini-Warehouse (151)

Peak Period Parking Demand vs: 1000 Sq. Ft. GFA

On a: Weekday (Monday - Friday)

Setting/Location: General Urban/Suburban

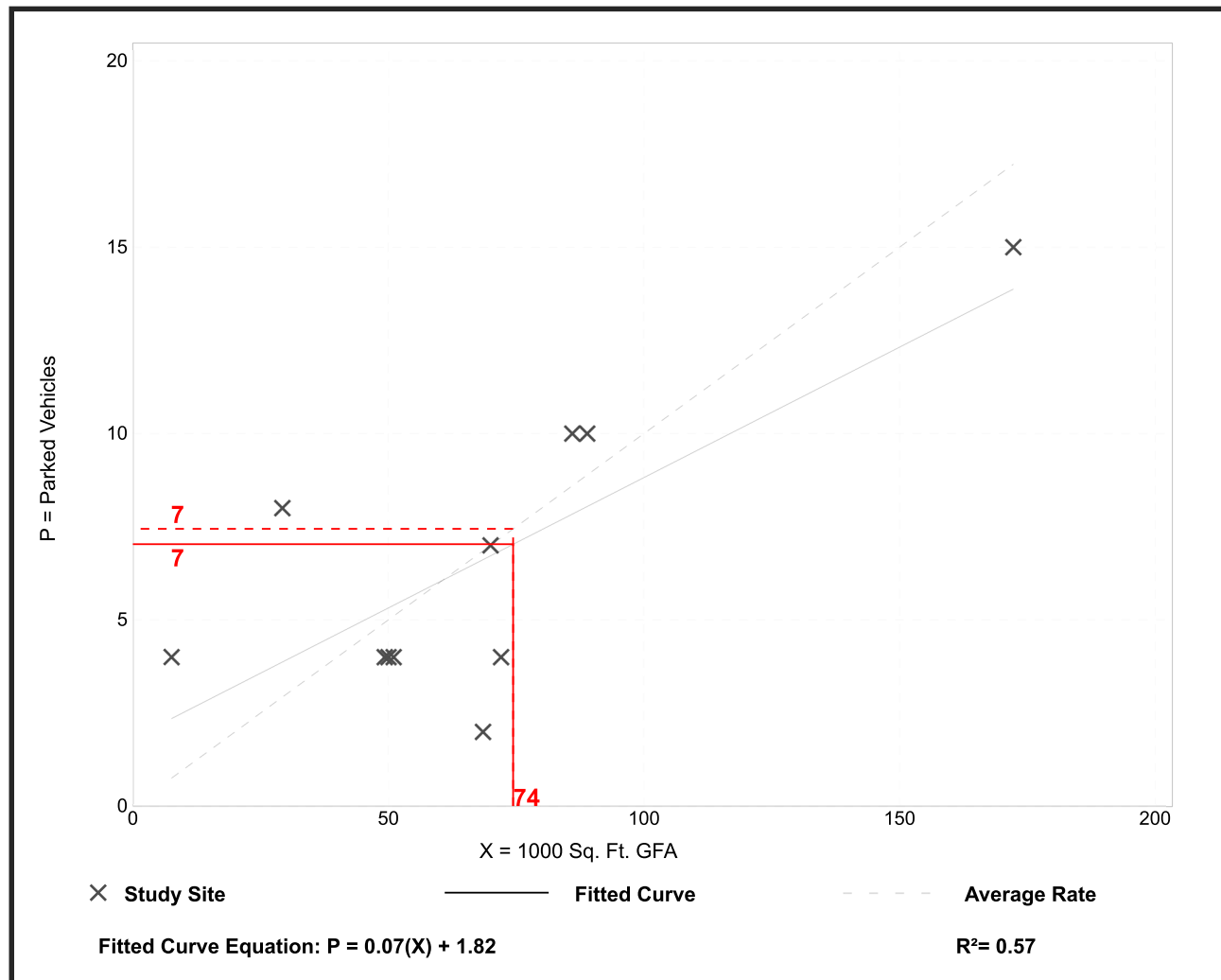
Number of Studies: 11

Avg. 1000 Sq. Ft. GFA: 68

Peak Period Parking Demand per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
0.10	0.03 - 0.53	0.08 / 0.32	***	0.07 (70%)

Data Plot and Equation



Parking Generation Manual, 6th Edition • Institute of Transportation Engineers

Mini-Warehouse (151)

Peak Period Parking Demand vs: Employees

On a: Weekday (Monday - Friday)

Setting/Location: General Urban/Suburban

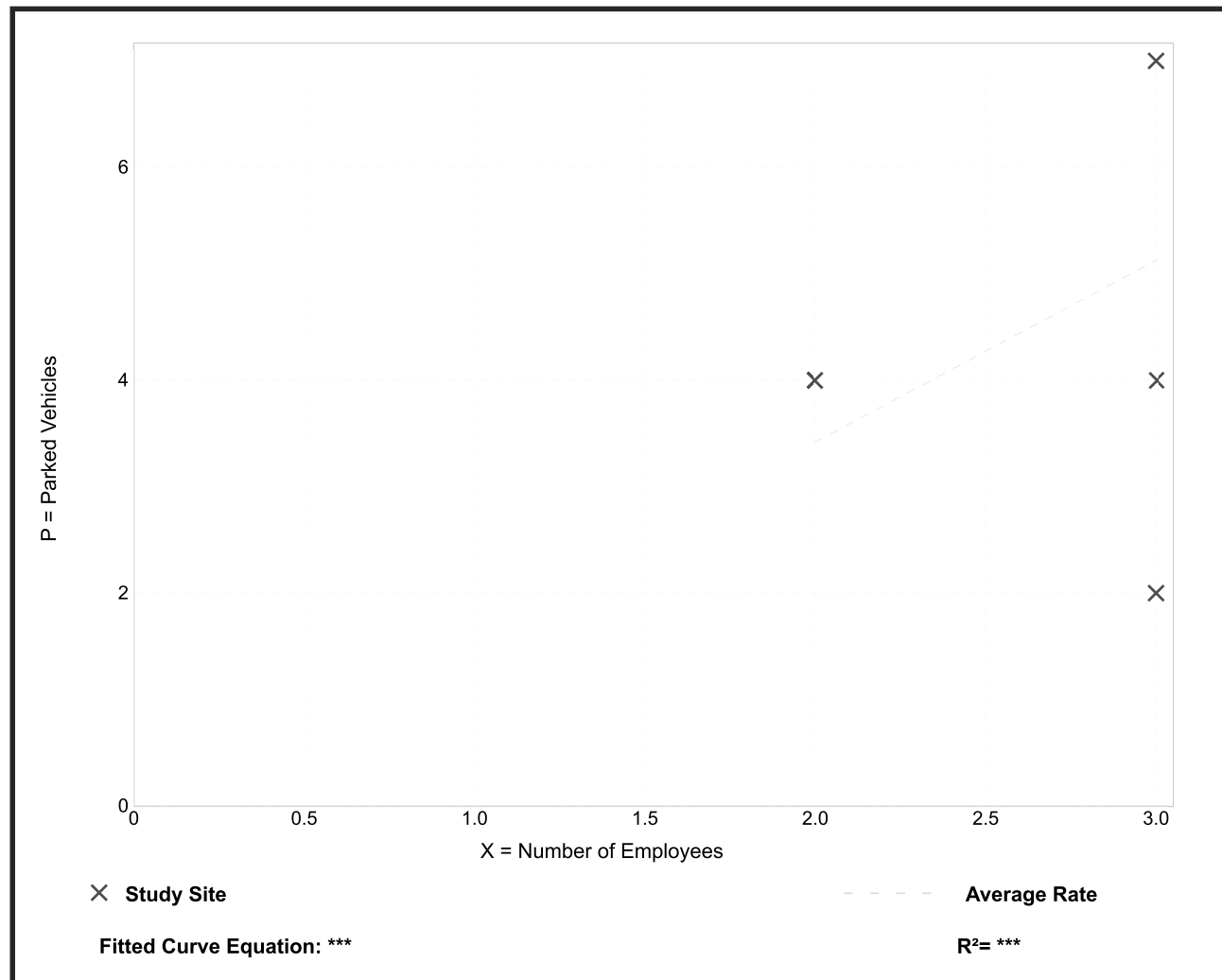
Number of Studies: 7

Avg. Num. of Employees: 2.4

Peak Period Parking Demand per Employee

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
1.71	0.67 - 2.33	1.76 / 2.27	***	0.62 (36%)

Data Plot and Equation



Parking Generation Manual, 6th Edition • Institute of Transportation Engineers

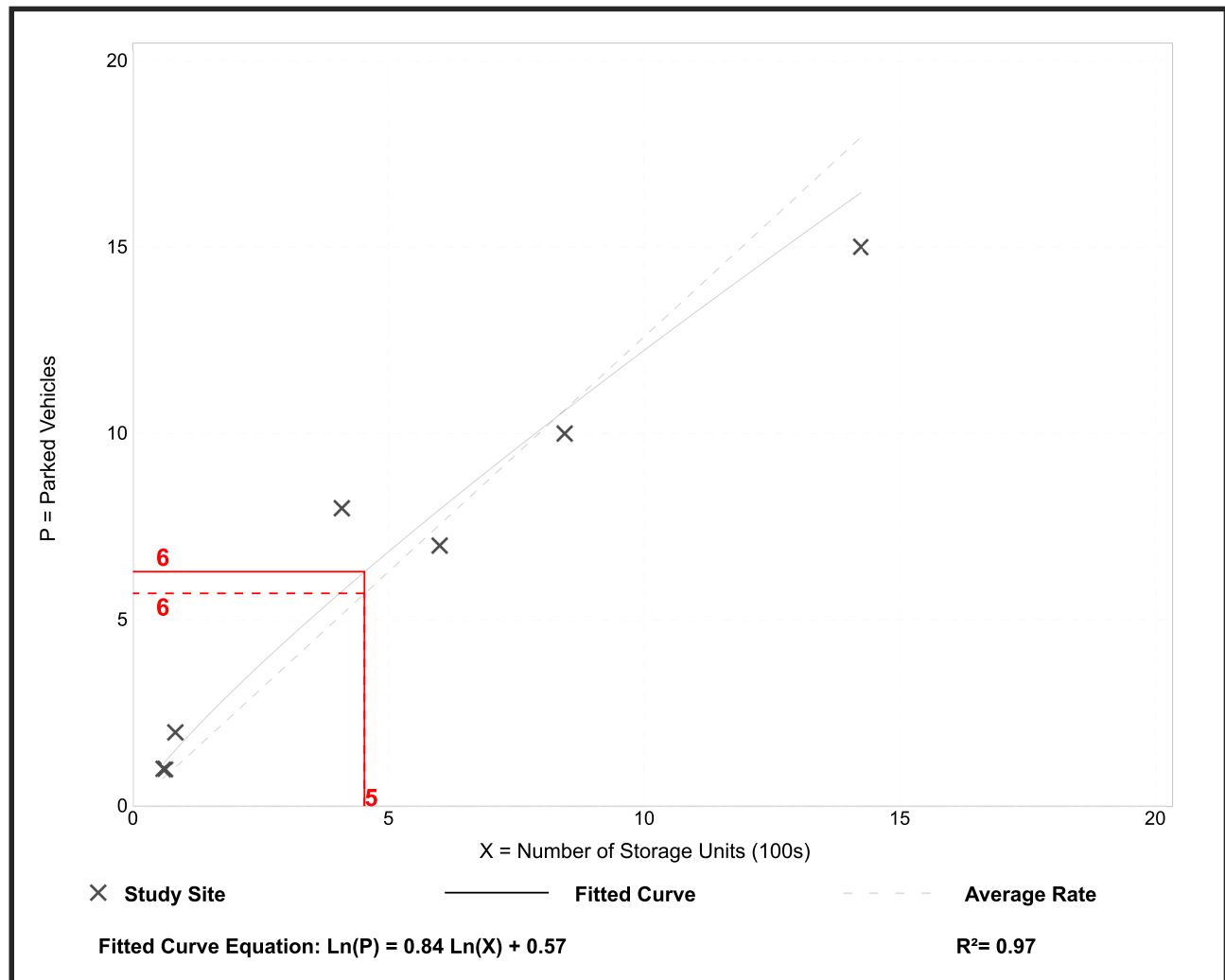
Mini-Warehouse (151)

Peak Period Parking Demand vs: Storage Units (100s)
On a: Weekday (Monday - Friday)
Setting/Location: General Urban/Suburban
 Number of Studies: 7
 Avg. Num. of Storage Units (100s): 4.9

Peak Period Parking Demand per 100 Storage Units

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
1.26	1.05 - 2.38	1.18 / 2.30	***	0.36 (29%)

Data Plot and Equation



Parking Generation Manual, 6th Edition • Institute of Transportation Engineers

Mini-Warehouse

(151)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday

Setting/Location: General Urban/Suburban

Number of Studies: 16

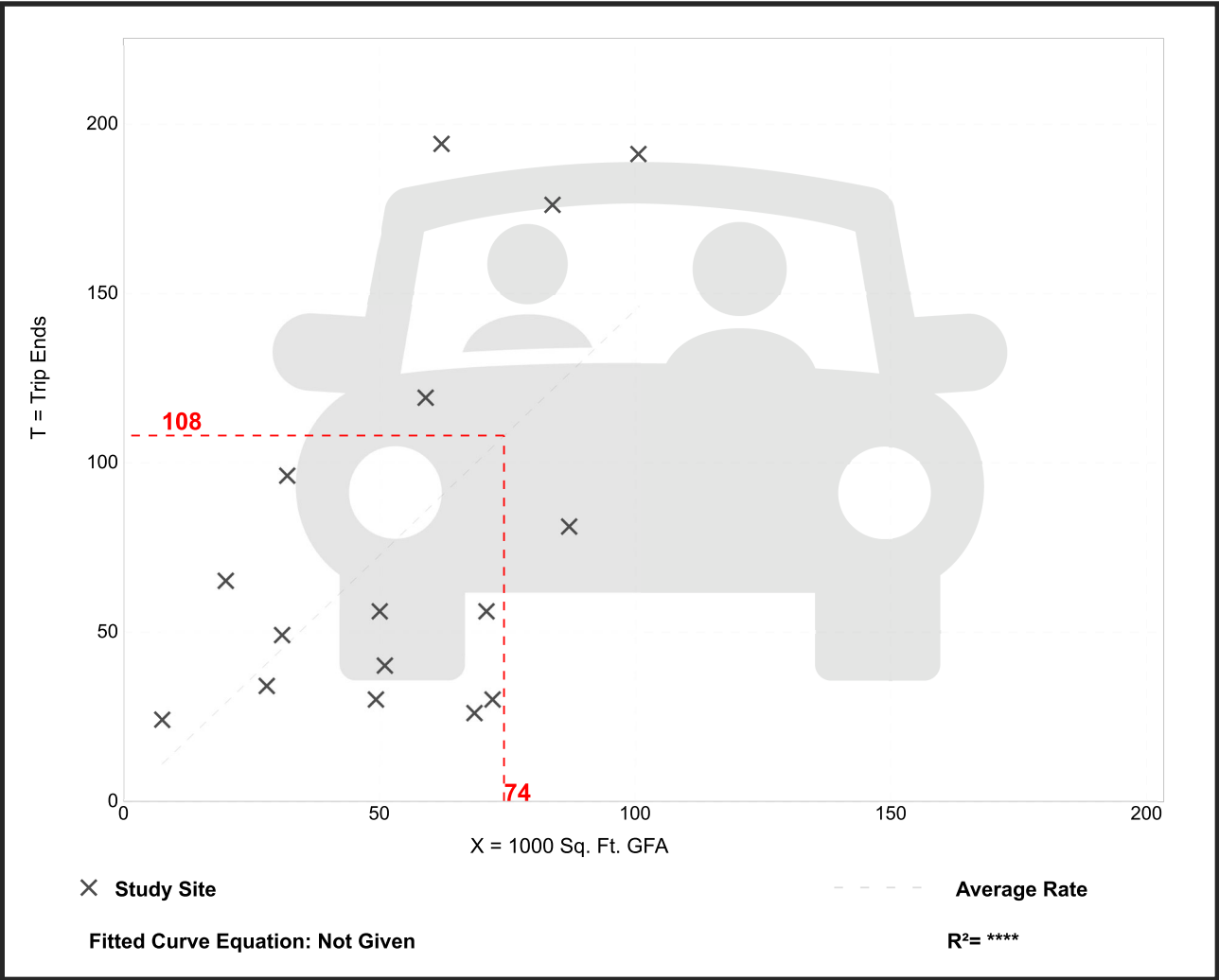
Avg. 1000 Sq. Ft. GFA: 55

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
1.45	0.38 - 3.25	0.92

Data Plot and Equation



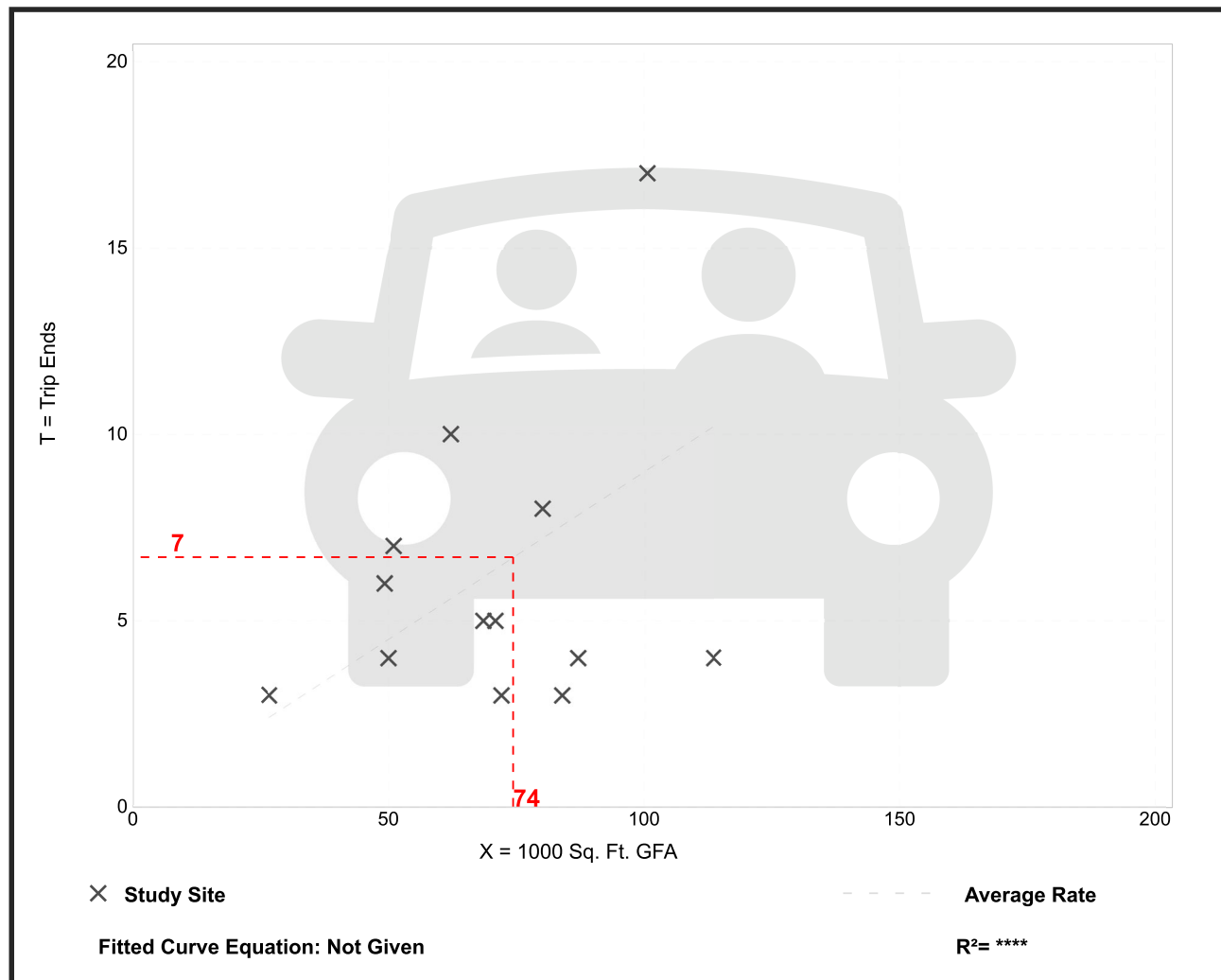
Mini-Warehouse (151)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
 Peak Hour of Adjacent Street Traffic,
 One Hour Between 7 and 9 a.m.
Setting/Location: General Urban/Suburban
 Number of Studies: 13
 Avg. 1000 Sq. Ft. GFA: 70
 Directional Distribution: 59% entering, 41% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
0.09	0.04 - 0.17	0.05

Data Plot and Equation



Mini-Warehouse

(151)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 18

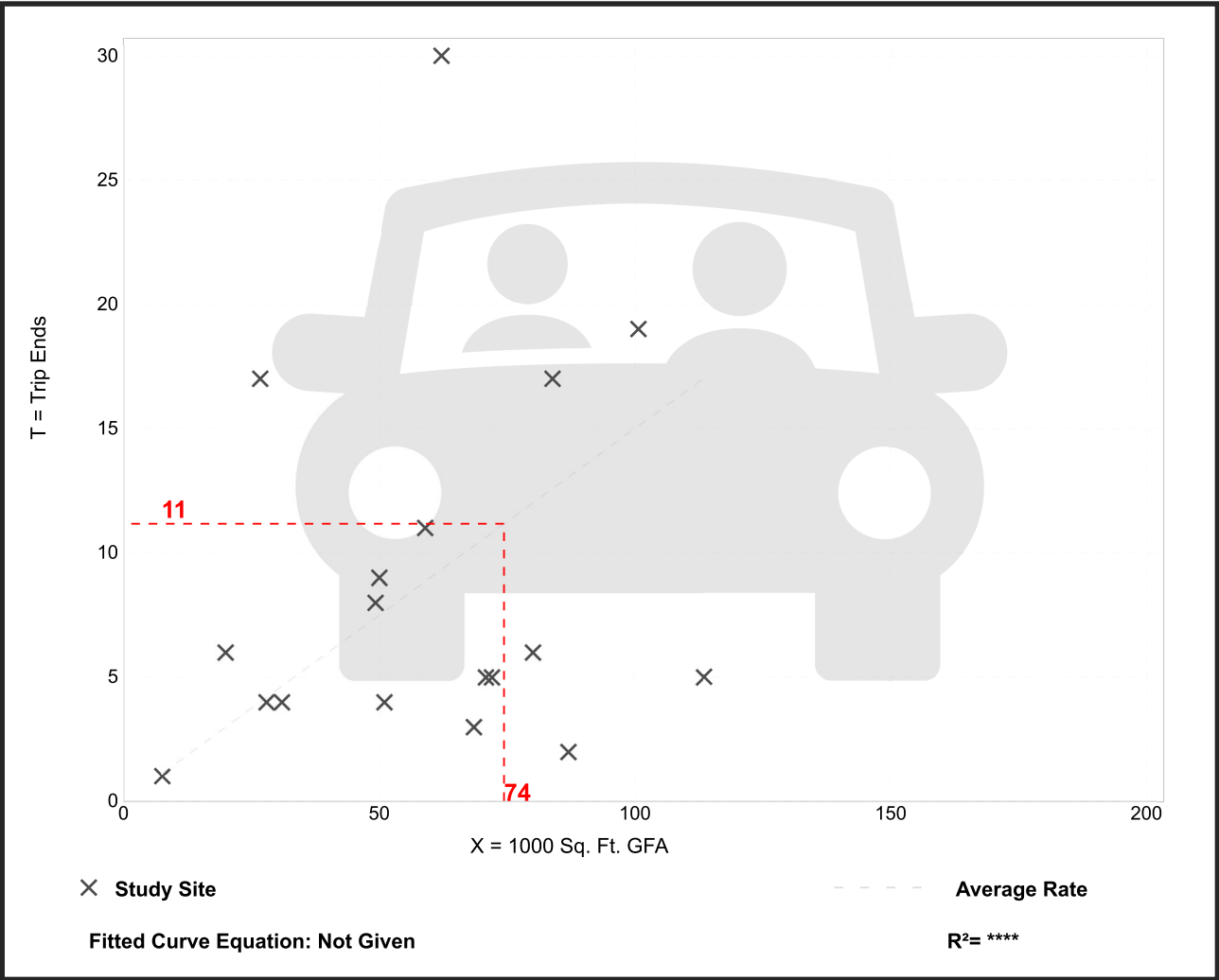
Avg. 1000 Sq. Ft. GFA: 59

Directional Distribution: 47% entering, 53% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
0.15	0.02 - 0.64	0.14

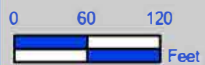
Data Plot and Equation





Legend

-  Subject Property
- Lake County Wetlands**
 -  Wetlands
 -  Lake or Waterbody
- Lake County Flood Zones**
 -  AE - Determined Elevation

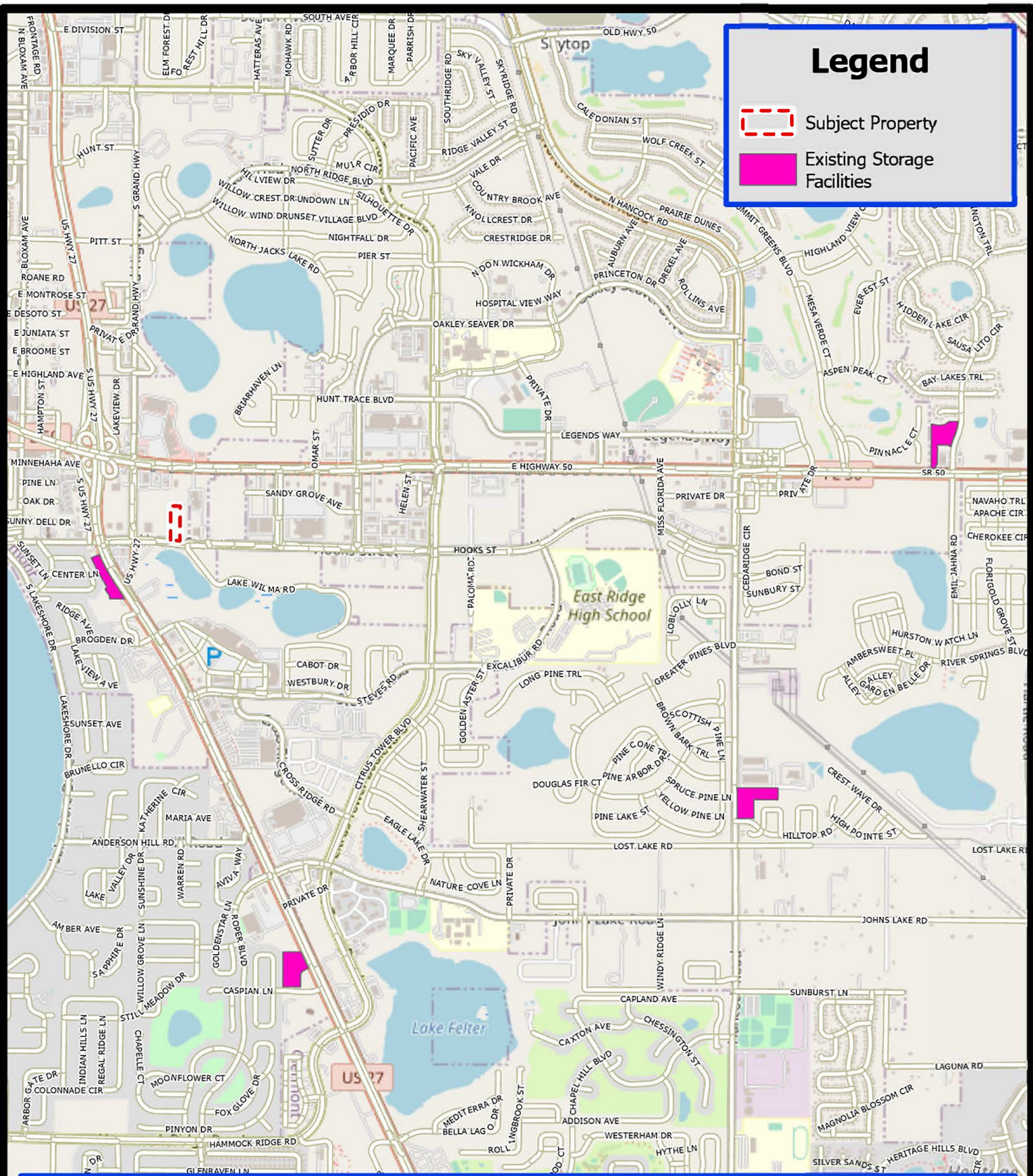


CEIO CRE Investments, LLC
Environmental

Lake County, FL

Project: EC COM
Project #: 2071-1
File: ENV
PM: Sherie Lindh
Date: August 22nd, 2023
Created By: C.Manno





Legend

Subject Property

Existing Storage Facilities



0 920 1,840
Feet

CEIO CRE Investments, LLC

Existing Storage Facilities

Lake County, FL

Project: EC COM
Project #: 2071-1
File: Existing Storage
PM: Sherie Lindh
Date: August 23rd, 2023
Created By: C.Manno

LPG Urban & Regional Planners, LLC.
1162 Camp Avenue, Altamonte Springs, Florida 32717
Office: (321) 383-1940 / Fax: (321) 383-4824



CITY OF CLERMONT CONDITIONAL USE PERMIT FILING INSTRUCTIONS

1. Prior to submitting an application, a meeting with the Development Services Director or appointed designee, is required. Call 352-394-4083 to schedule a meeting.
2. After meeting with the Development Services Director or appointed designee, the applicant shall prepare and submit one set of preliminary site plans and one PDF on CD for review by the Site Review Committee (SRC) (if required). The material can also be emailed to planning@clermontfl.org. The preliminary site plan shall clearly depict the proposed project, showing the location and dimension of the site, topographic features including floodplains and wetlands, all existing and proposed structures, architectural elevations (all sides), signs, driveways, parking areas and landscaping, etc.
3. After the preliminary site plans are reviewed by the Site Review Committee (SRC), a list of review comments will be forwarded to the applicant. The applicant will then revise the preliminary site plan, addressing the comments from the SRC. The revised plans must be approved by the SRC prior to submitting the Conditional Use Permit (CUP) application.
4. Upon preliminary site plan approval, the applicant will submit a complete CUP application, including the revised preliminary site plan. The revised preliminary site plan is for purposes of the conditional use permit only, **and is not an approved site plan for construction.**
5. Complete CUP applications that are submitted to and accepted by the Development Services Director on or before the 1st of the month will be tentatively scheduled for public hearing the following month, pending City Manager approval. Public hearings are scheduled for the 1st and 4th Tuesdays of the following month for the Planning and Zoning Commission and the City Council respectively.
6. Your presence at the Public Hearings is strongly recommended. Staff will present the application, but it is the applicant's responsibility to make a case for their request.

**The site plan submitted with the CUP application is not the final site plan approved for construction. After the CUP is approved by the Council, site plans and the site review application shall be submitted to the Site Review Committee for review and approval, pursuant to Chapter 86 of the City of Clermont's Land Development Regulations. Construction can commence only after the final site plans have been approved and a zoning clearance has been issued.*



CITY OF CLERMONT **CONDITIONAL USE PERMIT** FILING INSTRUCTIONS

In addition to the attached application, the applicant shall provide the following information:

1. Proof of ownership, i.e. tax receipt, deed, or Lake County Property record card.
2. A complete legal description and survey of the subject property provided in a word document to be used for the legal advertising and in the CUP. It may be included on the CD as a word document or emailed to planning@clermontfl.org
3. A preliminary site plan clearly depicting the proposed project, showing the location and dimensions of the site, topographic features including floodplains and wetlands, all existing and proposed structures, architectural elevations (all sides), signs, driveways, parking areas and landscaping, etc. Maximum size for plans is 11" x 17" (if provided electronically, applicant does not need to provide paper copies)
4. One PDF copy of the Site Plan on disk, as directed by City staff. This will depend if the project borders a Lake County right-of-way.
5. Plans for the provision of services and infrastructure, and if required, traffic studies, Transportation Proportionate Fair Share information, or School Concurrency information.
6. Landscape plans in conformance with Chapter 118 of the Code. (see #3 above)
7. Original signature application

APPLICATION FEE: \$845.00 plus the cost of advertisement, plus the cost of traffic review fee*, if necessary.

*If the conditional use impacts traffic, a third party review through the City's traffic consultant will be necessary. The cost of review will be the responsibility of the applicant.



CITY OF CLERMONT
**CONDITIONAL USE PERMIT
APPLICATION**

Date August 23, 2023		FEE: \$845 + cost of advertisement + cost of traffic review (if necessary)	
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
Telephone 352-385-1940		Fax 352-383-4824	
Email MichaelR@lpgurp.com			
OWNER INFORMATION ☐ (Check box if owner information is same as applicant)			
Owner's Name CEIO CRE Investments, LLC, Eduardo Luna Bontempo, Manager			
Owner Address 8336 Boyla Ct.		City Windermere	State FL Zip 34786
Telephone 352-988-7316		Fax N/A	
PROPERTY INFORMATION			
Address of Subject Property 13119 Hooks Street		City Clermont	State FL Zip 34711
General Location East of US Highway 27 and north of Hooks Street			
Legal Description & Alternate Key (include copy of survey) See Attached - Alternate Key # 2518332			
Land Use (City verification required) Commercial			
Zoning (City verification required) General Commercial (C-2)			



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.

Proposed use is mini-warehousing. The closest mini-storage facility in the general area is approximately 1/2 mile. Within a 1 mile radius there are approximately 1781 residential units. Storage facilities are needed to serve the surrounding residential development.

Existing development along Hooks Street in this vicinity consists of Goodwill, Ford of Clermont, office, and a convenience store. The proposed use is compatible with the existing commercial uses.

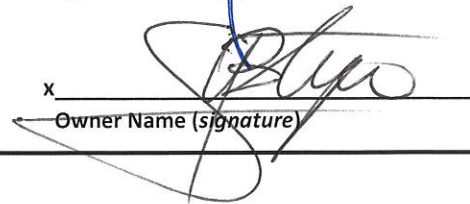
Michael Rankin

Applicant Name (print)

x 
Applicant Name (signature)

Eduardo Luna Bontempo

Owner Name (print)

x 
Owner Name (signature)

*****NOTICE*****

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

City of Clermont

Development Services Department

685 W. Montrose St.

P.O. Box 120219

Clermont, FL 34712-0219

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

5/26/2020

Order Confirmation

Not an Invoice

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

Date:	01/16/2024
Order Number:	9745419
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	45.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	2	01/22/2024 - 02/12/2024	Govt Public Notices
LEE dailycommercial.com	2	01/22/2024 - 02/12/2024	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	\$141.40
Service Fee 3.99%	\$5.64
Cash/Check/ACH Discount	-\$5.64
Payment Amount by Cash/Check/ACH	\$141.40
Payment Amount by Credit Card	\$147.04

Order Confirmation Amount

\$141.40

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 (2024-004R), to allow for a Self- Storage and Mini-warehouse Facility in the C-2 General Commercial zoning district. The final public hearing for the proposed request will be heard by the Clermont City Council on Tuesday, February 27, 2024 at 6:30 PM.

LOCATION

13119 Hooks Street
Vacant parcel located
west of Highway 27,
and north of Hooks Street
(Alternate Key – 2518332)

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

#9745419 1/22, 2/12/2024



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 27, 2024		
Agenda Item Name		
Ordinance No. 2024-012 <i>Final</i> <i>LDC Change - Section 125-527</i>		
Requested Action		
Recommend approval of Ordinance 2024-012.		
Staff Report		
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. 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. 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 providing 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. The Planning <i>and Zoning Commission recommended approval, 7-0.</i>		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ord. 2024-012 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 noticed 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 31st 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

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

Date:	01/12/2024
Order Number:	9740857
Prepayment Amount:	\$ 0.00

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

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	2	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

Meeting Date	
Tuesday, February 27, 2024	
Agenda Item Name	
Ordinance No. 2024-015 <i>Final</i> <i>PKY Clermont MF Annex</i>	
Requested Action	
Recommend approval of Ordinance 2024-015.	
Staff Report	
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. 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.  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. 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.	

Additional Analysis			
Fiscal Impact Summary			
None.			
Fiscal Impact	Fund Number and Description	Available Budget Amount	
Exhibits Attached (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



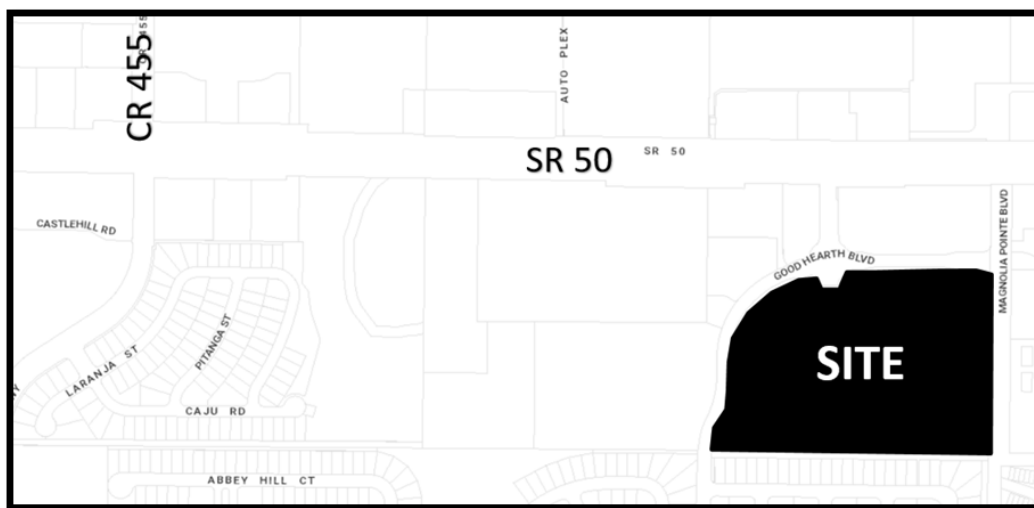
CITY OF CLERMONT
ORDINANCE NO. 2024-015

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

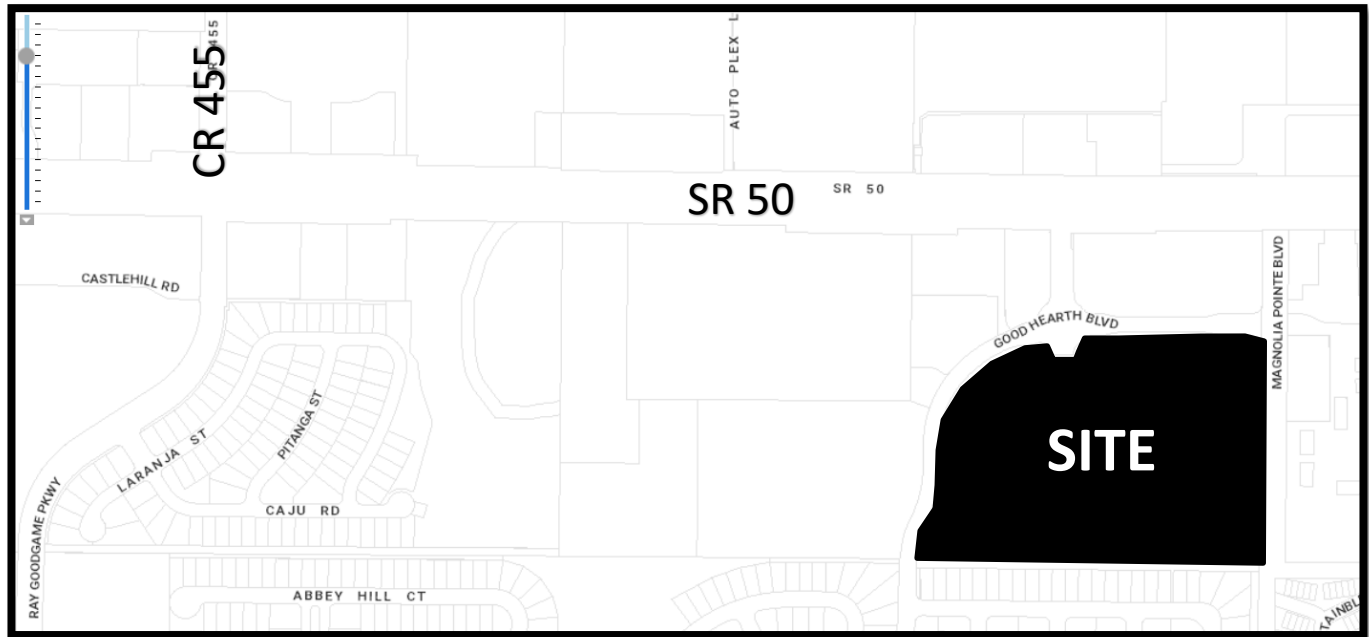
ATTEST:

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

WEN Real Estate LLC
4030 NE 30th Avenue
Lighthouse Point, FL 33064
Attn: Edilberto Rodriguez
Email: 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.

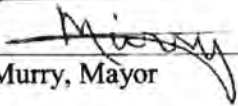
Section 9. EFFECTIVE DATE

The effective date of this agreement shall be the date that the last party has executed the agreement as provided below.

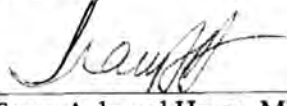
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date listed below. City through its Mayor, authorized to execute same by City Council action, and Owner through _____.

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}

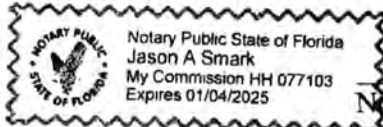
PKY CLERMONT LAND, LLC,
a Delaware limited liability company

By: [Signature]
Name: RICHARD G. TOOMEY
Title: 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 Public

JASON A. SMARK
Name typed, printed or stamped

{signatures continued on next page}

PKY CLERMONT MF, LLC,
a Delaware limited liability company

By: _____

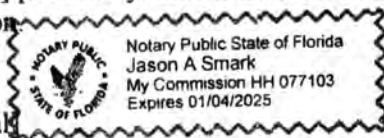
Name: Richard J. ToomeyTitle: V.P.

STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18th 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]

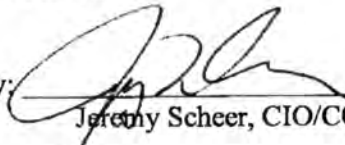
_____
Notary Public

{signatures continued on next page}

YUGE DEALS, LLLP,

a Florida limited liability limited partnership

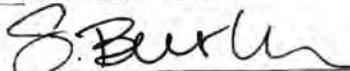
By: Concept Development, Inc., a Florida corporation,
as General Partner

By: 
Jeremy Scheer, CIO/COO

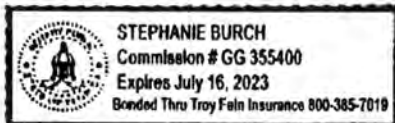
STATE OF FLORIDA
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13th 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: [Signature]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 12th 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]

[Signature]

Notary Public

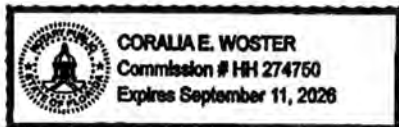


Exhibit "A"**PKY CLERMONT LAND, LLC, a Delaware limited liability company**

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

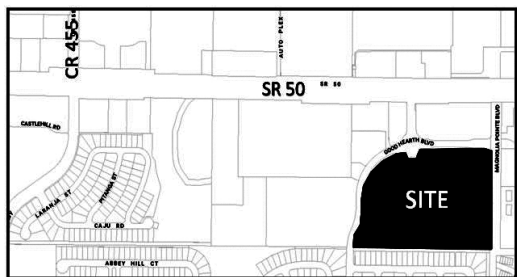
The Clermont City Council will consider the enactment of the following proposed Ordinance at their regularly scheduled meeting to be held Tuesday, February 27, 2024 at 6:30 PM at Clermont City Hall, Council Chambers located at 685 West Montrose Street. All interested parties will be given an opportunity 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.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 27, 2024		
Agenda Item Name		
Ordinance No. 2024-016 <i>Intro</i> <i>Special Magistrate</i>		
Requested Action		
Requesting approval of Ordinance No. 2024-016.		
Staff Report		
The attached Ordinance provides for changes to the City Code to allow the City to appoint a Special Magistrate for code enforcement.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ord. 2024-016 - Code Enforcement Special Magistrate (02.14.2024)	Ord. 2024-016 - Code Enforcement Special Magistrate (02.14.2024).pdf	
2. Legal Ad	Legal Ad.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2024-016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, FLORIDA, AMENDING ARTICLE V, “CODE ENFORCEMENT”, DIVISION 1, “GENERALLY”, SECTION 1-41 “INTENT OF ARTICLE” AND SECTION 1-42 “ALTERNATE CODE ENFORCEMENT SYSTEM AND DIVISION 2 “CODE ENFORCEMENT BOARD”; SECTION 2-187, “ALTERNATE CODE ENFORCEMENT SYSTEM” AND AMENDING DIVISION II, ‘CODE ENFORCEMENT BOARD”, SECTION 1-75, “CREATED; JURISDICTION; POWERS AND DUTIES; ENFORCEMENT BY COURTS”, SECTION 1-76, “COMPOSITION; APPOINTMENT” AND SECTION 1-77, “COUNSEL NAMED” PROVIDING FOR THE CREATION AND APPOINTMENT OF A CODE ENFORCEMENT SPECIAL MAGISTRATE; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

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

SECTION 1:

Chapter 1, “General Provisions, Article II “Code Enforcement”, Division 1, “Generally”; Section 1-41 “Intent of article” and Section 1-42 “Alternate code enforcement system” are hereby amended to read as follows: (note strikethrough indicates removed words and underlined indicates added)

Division 1. Generally.

Sec. 1-41. Intent of article.

It is the intent of this article to appoint a municipal code enforcement special magistrate board ~~board~~ with the authority to impose administrative fines and other noncriminal penalties to promote, protect, and improve the health, safety, and welfare of the city and to provide an equitable, expeditious, effective, and an inexpensive method of enforcing any of the city's Codes and ordinances in force where a pending of repeated violation exists or continues to exist.

Sec. 1-42. Alternate code enforcement system.

The city hereby adopts an alternate code enforcement system which gives the code enforcement special magistrate board ~~board~~ appointed by the city council the authority to hold hearings and assess fines against violators of the city codes and ordinances.

Sec. 1-43. Supplemental enforcement.

Nothing contained in this article shall prohibit the city from enforcing its codes by any other means.



CITY OF CLERMONT
ORDINANCE NO. 2024-016

SECTION 2:

Chapter 1, “general Provisions, Article II “Code Enforcement”, Division 2, “Code Enforcement Board”; Section 1-75 “Created; jurisdiction; powers and duties; enforcement by courts”; Section 1-76 “Appointment and qualifications” and Section 1-77 “Counsel named” are hereby amended to read as follows: (note strikethrough indicates removed words and underlined indicates added)

Division 1. Code Enforcement Special Magistrate Board.

Sec. 1-75. Created; jurisdiction; powers and duties; enforcement by courts.

- (a) There is hereby created a municipal code enforcement special magistrate board pursuant to F.S. ch. 162.
- (b) The city code enforcement special magistrate board shall have jurisdiction to hear and decide cases in which violations are alleged of any provisions of the city Code and its ordinances.
- (c) The code enforcement special magistrate board shall have all of the powers and duties granted under F.S. ch. 162, as amended. The city hereby adopts such provision by reference as if set out fully herein.
- (d) The regular meetings of the code enforcement special magistrate board shall meet ~~be~~ on such dates and times as may be designated by the city manager.
- (e) Any alleged violations of such Code and ordinances may also be enforced in any court of competent jurisdiction.

Sec. 1-76. Appointment and qualifications.

~~The city code enforcement board shall consist of seven members each to be appointed by the city council in accordance with F.S. ch. 162, as amended. A member must be a qualified elector of the city.~~ The code enforcement special magistrate shall be appointed by the city council, shall be a member in good standing of The Florida Bar and shall have such other qualifications as the council may determine.

Sec. 1-77. Counsel named.

The city attorney shall serve as counsel to the city in all matters before the code enforcement special magistrate board.

SECTION 3: CONFLICT

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

SECTION 4: SEVERABILITY

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



CITY OF CLERMONT
ORDINANCE NO. 2024-016

SECTION 5: CODIFICATION

The text of Section 2 of this Ordinance shall be codified as a part of the Clermont City Code. The codifier is authorized to make editorial changes not effecting the substance of this Ordinance by the substitution of "Article" for "Ordinance", "Section" for "Paragraph", or otherwise to take such editorial license.

SECTION 6: ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR

Regardless of whether such inclusion in the Code as described in Section 5 is accomplished, sections of the Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 8: PUBLICATION AND EFFECTIVE DATE

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



CITY OF CLERMONT
ORDINANCE NO. 2024-016

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 12th day of March, 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

Ad Preview

LEGAL NOTICE

Notice is hereby given that the City of Clermont will consider the enactment of the following proposed ordinance at a public hearing on Tuesday, March 12, 2024 at 6:30 PM for the final reading and ordinance adoption.

ORDINANCE NO. 2024-016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, FLORIDA, AMENDING ARTICLE V, "CODE ENFORCEMENT", DIVISION 1, "GENERALLY", SECTION 1-41 "INTENT OF ARTICLE" AND SECTION 1-42 "ALTERNATE CODE ENFORCEMENT SYSTEM AND DIVISION 2 "CODE ENFORCEMENT BOARD"; SECTION 2-187, "ALTERNATE CODE ENFORCEMENT SYSTEM" AND AMENDING DIVISION II, "CODE ENFORCEMENT BOARD", SECTION 1-75, "CREATED; JURISDICTION; POWERS AND DUTIES; ENFORCEMENT BY COURTS", SECTION 1-76, "COMPOSITION; APPOINTMENT" AND SECTION 1-77, "COUNSEL NAMED" PROVIDING FOR THE CREATION AND APPOINTMENT OF A CODE ENFORCEMENT SPECIAL MAGISTRATE; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

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

This Ordinance is available for public inspection in the City Clerk's Office, Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.

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

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

Tracy Ackroyd Howe, MMC
City Clerk
9858608 February 27, 2024