



**CITY OF CLERMONT  
CITY COUNCIL MEETING  
CLERMONT CITY HALL  
AGENDA  
6:30 PM, Tuesday, May 28, 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**

**ACCEPTANCE OF SPECIAL ELECTION RESULTS**

**OATH OF OFFICE FOR SEAT NO. 2**

**PROCLAMATION**

Election for Seats 1, 3 and 5

**PRESENTATIONS**

Quarterly Budget Report

**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 April 9, 2024, meeting minutes.

Item No. 2 - Resolution No. 2024-017R  
*Florida Division of Arts and Cultural Facilities  
Program*

Consider a grant application request in the amount of \$500,000 with 2 to 1 matching funds in the budgeted amount of \$1,000,000.

Item No. 3 - Resolution No. 2024-019R  
*Budget Amendment*

Consider approval of the resolution to amend the Fiscal Year 2024 budget.

Item No. 4 - Resolution No. 2024-020R  
*836 W. Montrose Street*

Consider approval of the purchase of a public utility easement in the budgeted amount of \$155,000.

Item No. 5 - Piggyback Award  
*P-Card Services*

Consider piggybacking the Pasco County term contract with JPMorgan Chase Bank, N.A. to acquire commercial card services.

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Item No. 6 - Piggyback Purchase and Budget  
Amendment  
*Side-Loader Truck*

Consider purchasing from the Florida Sheriffs Association contract number FSA23-VEH21.0 with Container Systems & Equipment Company, Inc. in the amount of \$399,206 and a budget amendment of \$135,645.

**UNFINISHED BUSINESS**

Item No. 7 - Ordinance No. 2024-020 *Withdrawn*

Staff has withdrawn this proposed amendment.

Item No. 8 - Ordinance No. 2024-023 *Final*  
*Family Entertainment Center*

Consider a request for a Planned Unit Development amendment to revise conditions in Ordinance 2021-003 for Victory Village and Market mixed-use project.

Item No. 9 - Ordinance No. 2024-024 *Final*  
*Nuisance Abatement Board*

Consider creating a Nuisance Abatement Board.

Item No. 10 - Ordinance No. 2024-026 *Final*  
*Land Development Code Amendment*

Consider amending Chapter 117 to allow for electronic messages on monument signs.

**NEW BUSINESS**

Item No. 11 - Enhancement of Pickleball  
Facilities

Consider options to enhance the pickleball facilities.

Item No. 12 - Resolution No. 2024-013R  
*The River Church CUP*

The applicant has requested this item be tabled to the June 25, 2024, City Council Meeting.

Item No. 13 - Ordinance No. 2024-018  
*First Baptist Church SSCPA*

The applicant has requested this item be tabled to the June 25, 2024 City Council meeting.

Item No. 14 - Ordinance No. 2024-019  
*First Baptist Church Rezoning*

The applicant has requested this item be tabled to the June 25, 2024, City Council meeting.

**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

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is offered or to participate in the Pledge of Allegiance. You may remain seated within the City Council Chambers or exit the City Council Chambers and return upon completion of the opening invocation and/or Pledge of Allegiance if you do not wish to participate in or witness the opening invocation and/or the recitation of the Pledge of Allegiance.

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

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

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

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

*City of Clermont*  
*Mayor's Proclamation*

The General Election of the City of Clermont shall be held on the 5th day of November, 2024, between the hours of 7:00 a.m. and 7:00 p.m. Eastern Standard Time at such precinct locations as determined and noticed by the Lake County Supervisor of Elections. The purpose of this election is to elect:

|                            |                 |
|----------------------------|-----------------|
| City Council Member Seat 1 | (Two Year Term) |
| City Council Member Seat 3 | (Two Year Term) |
| City Council Member Seat 5 | (Two Year Term) |

A primary election will be held on the 20th day of August 2024, if there are more than two candidates who qualify for any one of the above seats.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Clermont to be affixed on this 28th day of May 2024.

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

**ATTEST:**

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





CITY OF CLERMONT

AGENDA ITEM

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|                                                                                                                         |                                    |                                |
|-------------------------------------------------------------------------------------------------------------------------|------------------------------------|--------------------------------|
| <b>Meeting Date</b>                                                                                                     |                                    |                                |
| Tuesday, May 28, 2024                                                                                                   |                                    |                                |
| <b>Agenda Item Name</b>                                                                                                 |                                    |                                |
| Quarterly Budget Report                                                                                                 |                                    |                                |
| <b>Requested Action</b>                                                                                                 |                                    |                                |
| Informational - No Action Required                                                                                      |                                    |                                |
| <b>Staff Report</b>                                                                                                     |                                    |                                |
| The report will be distributed prior to the meeting, and is based on activity from October 2023 through March 2024.     |                                    |                                |
| <b>Additional Analysis</b>                                                                                              |                                    |                                |
|                                                                                                                         |                                    |                                |
| <b>Fiscal Impact Summary</b>                                                                                            |                                    |                                |
| None.                                                                                                                   |                                    |                                |
| <b>Fiscal Impact</b>                                                                                                    | <b>Fund Number and Description</b> | <b>Available Budget Amount</b> |
|                                                                                                                         |                                    |                                |
| <b>Exhibits Attached</b> (copies of original agreements)                                                                |                                    |                                |
| 1. Q2-FY 24 Quarterly Budget Report Q2-FY 24 Quarterly Budget Report.pdf                                                |                                    |                                |
| 2. Quarterly Budget Report Council Presentation - May 2024 Quarterly Budget Report Council Presentation - May 2024.pptx |                                    |                                |



**City of Clermont, Florida**

**Quarterly Budget Report**

**For the Period**

**October 1, 2023 – March 31, 2024**

## **EXECUTIVE SUMMARY**

The Quarterly Budget Report presents the results of financial activity of the City of Clermont from October 1, 2023 – March 31, 2024. The proposed amendments for the 2nd quarter are not included in this report.

### **Analysis of Revenues –**

The Top 10 Revenues represent 65% of the overall revenues for the City. Through the 2nd Quarter the actual results for the Top 10 revenues have collected 60% of the budgeted total. However, as noted in the Ad Valorem Taxes line, there can be a seasonality impact on the budget report to date. 94% of Ad Valorem Taxes have been received thus far this year. All revenue categories exceed 50%, with the exception of Impact Fees. Commercial impact fees continue an upward trend, but residential impact fees are behind budgeted projections thus far this fiscal year. On a fund by fund basis (Page 3), the general fund and all enterprise funds exceed 50%. However, there are similar Impact fee trends prevalent throughout all of those special revenue funds.

### **Analysis of Expenditures -**

The remaining pages of the report reflect the same data in varying presentation formats. Overall, budgeted expenditures are 42% at the halfway point of the fiscal year. The general fund and all enterprise funds are well positioned operationally for the remainder of the fiscal year.

**CITY OF CLERMONT**  
**QUARTERLY BUDGET REPORT AS OF MARCH 31, 2024**  
**TOP 10 REVENUES AT 50% OF YEAR**

|                               | <b>TOTAL<br/>REVISED<br/>BUDGET</b> | <b>YTD<br/>ACTUAL</b> | <b>ACTUAL %<br/>OF REVISED<br/>BUDGET</b> |
|-------------------------------|-------------------------------------|-----------------------|-------------------------------------------|
| AD VALOREM TAXES              | 24,279,673                          | 22,746,422            | 94%                                       |
| IMPACT FEES                   | 19,439,152                          | 5,978,864             | 31%                                       |
| SEWER SERVICE FEES            | 11,145,559                          | 5,736,289             | 51%                                       |
| WATER SERVICE FEES            | 11,880,768                          | 6,318,754             | 53%                                       |
| INFRASTRUCTURE SALES TAX      | 5,200,000                           | 2,741,691             | 53%                                       |
| STATE SHARED REVENUES         | 4,884,200                           | 2,671,401             | 55%                                       |
| SANITATION SERVICE FEES       | 4,806,900                           | 2,579,611             | 54%                                       |
| PUBLIC SERVICES UTILITY TAXES | 4,675,000                           | 2,688,942             | 58%                                       |
| FRANCHISE FEES                | 3,850,000                           | 2,029,882             | 53%                                       |
| BUILDING PERMIT FEES          | 1,700,000                           | 1,234,582             | 73%                                       |
| <b>TOP 10 REVENUES TOTAL</b>  | <b>91,861,252</b>                   | <b>54,726,438</b>     | <b>60%</b>                                |

**CITY OF CLERMONT**  
**QUARTERLY BUDGET REPORT AS OF MARCH 31, 2024**  
**REVENUES BY FUND AT 50% OF YEAR**

|                           | <b>TOTAL<br/>REVISED<br/>BUDGET</b> | <b>YTD<br/>ACTUAL</b> | <b>ACTUAL %<br/>OF REVISED<br/>BUDGET</b> |
|---------------------------|-------------------------------------|-----------------------|-------------------------------------------|
| GENERAL FUND              | 48,199,952                          | 36,515,316            | 76%                                       |
| PD ASSET FORFEITURE FUND  | 0                                   | 35,790                |                                           |
| TREE FUND                 | 0                                   | 1,071                 |                                           |
| BUILDING SERVICES FUND    | 1,816,200                           | 1,351,327             | 74%                                       |
| INFRASTRUCTURE FUND       | 5,202,000                           | 2,767,581             | 53%                                       |
| CEMETERY FUND             | 151,000                             | 147,189               | 97%                                       |
| REC IMPACT FEE FUND       | 4,630,816                           | 1,515,323             | 33%                                       |
| POLICE IMPACT FEE FUND    | 1,237,413                           | 435,966               | 35%                                       |
| FIRE IMPACT FEE FUND      | 3,000,509                           | 697,500               | 23%                                       |
| DEBT SERVICE FUND         | 3,206,356                           | 1,405,245             | 44%                                       |
| CAPITAL PROJECTS FUND     | 10,000                              | 50,048                | 500%                                      |
| WATER FUND                | 12,628,787                          | 6,928,079             | 55%                                       |
| SEWER FUND                | 12,185,559                          | 6,261,030             | 51%                                       |
| WATER IMPACT FEE FUND     | 2,904,524                           | 848,687               | 29%                                       |
| SEWER IMPACT FEE FUND     | 7,672,890                           | 2,886,764             | 38%                                       |
| STORMWATER FUND           | 2,152,000                           | 1,153,368             | 54%                                       |
| SANITATION FUND           | 4,821,900                           | 2,640,701             | 55%                                       |
| GROUP SELF-INSURANCE FUND | 9,993,181                           | 4,104,568             | 41%                                       |
| COMMUN REDEVELOP AGENCY   | 756,433                             | 779,865               | 103%                                      |
| <b>REVENUE TOTAL</b>      | <b>120,569,520</b>                  | <b>70,525,420</b>     | <b>58%</b>                                |

**CITY OF CLERMONT**  
**QUARTERLY BUDGET REPORT AS OF MARCH 31, 2024**  
**EXPENDITURES BY FUND AT 50% OF YEAR**

|                           | <b>TOTAL<br/>REVISED<br/>BUDGET</b> | <b>YTD<br/>ACTUAL</b> | <b>ACTUAL %<br/>OF REVISED<br/>BUDGET</b> |
|---------------------------|-------------------------------------|-----------------------|-------------------------------------------|
| GENERAL FUND              | 48,695,579                          | 20,396,196            | 42%                                       |
| PD ASSET FORFEITURE FUND  | 31,300                              | 6,500                 | 21%                                       |
| BUILDING SERVICES FUND    | 2,188,011                           | 825,730               | 38%                                       |
| INFRASTRUCTURE FUND       | 5,906,716                           | 2,131,377             | 36%                                       |
| CEMETERY FUND             | 877,126                             | 396,448               | 45%                                       |
| REC IMPACT FEE FUND       | 2,664,622                           | 412,352               | 15%                                       |
| POLICE IMPACT FEE FUND    | 519,169                             | 34948.83              | 7%                                        |
| FIRE IMPACT FEE FUND      | 2,300,250                           | 1,565,644             | 68%                                       |
| DEBT SERVICE FUND         | 2,805,669                           | 2,552,716             | 91%                                       |
| CAPITAL PROJECTS FUND     | 3,514,457                           | 1,679,945             | 48%                                       |
| WATER FUND                | 13,416,929                          | 4,678,317             | 35%                                       |
| SEWER FUND                | 14,540,624                          | 4,533,798             | 31%                                       |
| WATER IMPACT FEE FUND     | 5,667,909                           | 2,374,823             | 42%                                       |
| SEWER IMPACT FEE FUND     | 20,157,800                          | 12,072,069            | 60%                                       |
| STORMWATER FUND           | 2,391,130                           | 937,626               | 39%                                       |
| SANITATION FUND           | 6,253,012                           | 2,204,779             | 35%                                       |
| GROUP SELF-INSURANCE FUND | 7,386,505                           | 2,232,126             | 30%                                       |
| COMMUN REDEVELOP AGENCY   | 1,314,356                           | 54,317                | 4%                                        |
| <b>EXPENDITURE TOTAL</b>  | <b>140,631,164</b>                  | <b>59,089,711</b>     | <b>42%</b>                                |

**-- GENERAL FUND --**  
**QUARTERLY BUDGET REPORT AS OF MARCH 31, 2024**  
**EXPENDITURES BY DEPARTMENT AT 50% OF YEAR**

|                                 | <b>TOTAL<br/>REVISED<br/>BUDGET</b> | <b>YTD<br/>ACTUAL</b> | <b>ACTUAL %<br/>OF REVISED<br/>BUDGET</b> |
|---------------------------------|-------------------------------------|-----------------------|-------------------------------------------|
| <b>GENERAL GOVERNMENT</b>       |                                     |                       |                                           |
| CITY COUNCIL                    | 80,949                              | 23,516                | 29%                                       |
| CITY CLERK                      | 625,094                             | 262,343               | 42%                                       |
| CITY MANAGER                    | 923,565                             | 378,169               | 41%                                       |
| FINANCE                         | 1,641,489                           | 749,941               | 46%                                       |
| LEGAL SERVICES                  | 200,000                             | 62,950                | 31%                                       |
| PLANNING & DEVELOPMENT SERVICES | 1,060,051                           | 444,176               | 42%                                       |
| INFORMATION TECHNOLOGY          | 1,287,001                           | 438,570               | 34%                                       |
| GENERAL GOVERNMENT              | 271,709                             | 108,738               | 40%                                       |
|                                 | <b>6,089,858</b>                    | <b>2,468,403</b>      | <b>41%</b>                                |

**PUBLIC SAFETY**

|                 |                   |                   |            |
|-----------------|-------------------|-------------------|------------|
| POLICE          | 14,213,400        | 6,296,156         | 44%        |
| FIRE            | 15,288,575        | 6,923,530         | 45%        |
| FIRE INSPECTION | 484,472           | 182,401           | 38%        |
|                 | <b>29,986,447</b> | <b>13,402,086</b> | <b>45%</b> |

**-- GENERAL FUND --**  
**QUARTERLY BUDGET REPORT AS OF MARCH 31, 2024**  
**EXPENDITURES BY DEPARTMENT AT 50% OF YEAR**

|                                    | <b>TOTAL<br/>REVISED<br/>BUDGET</b> | <b>YTD<br/>ACTUAL</b> | <b>ACTUAL %<br/>OF REVISED<br/>BUDGET</b> |
|------------------------------------|-------------------------------------|-----------------------|-------------------------------------------|
| <b>TRANSPORTATION/PUBLIC WORKS</b> |                                     |                       |                                           |
| TRANSP/STREETS MAINTENANCE         | 1,668,160                           | 469,177               | 28%                                       |
| GROUPS MAINTENANCE                 | 2,010,535                           | 725,258               | 36%                                       |
| FLEET MAINTENANCE                  | 538,403                             | 148,075               | 28%                                       |
| ENGINEERING & INSPECTIONS          | 125,789                             | 46,656                | 37%                                       |
| FACILITIES MAINTENANCE             | 1,331,514                           | 461,992               | 35%                                       |
|                                    | <b>5,674,401</b>                    | <b>1,851,157</b>      | <b>33%</b>                                |

**ECONOMIC ENVIRONMENT**

|                      |                |               |            |
|----------------------|----------------|---------------|------------|
| ECONOMIC DEVELOPMENT | 120,000        | 52,849        | 44%        |
|                      | <b>120,000</b> | <b>52,849</b> | <b>44%</b> |

**HUMAN SERVICES**

|                      |                  |                |            |
|----------------------|------------------|----------------|------------|
| HUMAN RESOURCES      | 752,019          | 290,078        | 39%        |
| PROCUREMENT SERVICES | 497,863          | 230,347        | 46%        |
|                      | <b>1,249,882</b> | <b>520,425</b> | <b>42%</b> |



**-- GENERAL FUND --**  
**QUARTERLY BUDGET REPORT AS OF MARCH 31, 2024**  
**EXPENDITURES BY DEPARTMENT AT 50% OF YEAR**

|                            | <b>TOTAL<br/>REVISED<br/>BUDGET</b> | <b>YTD<br/>ACTUAL</b> | <b>ACTUAL %<br/>OF REVISED<br/>BUDGET</b> |
|----------------------------|-------------------------------------|-----------------------|-------------------------------------------|
| <b>CULTURE/RECREATION</b>  |                                     |                       |                                           |
| PARKS & RECREATION         | 1,234,444                           | 427,765               | 35%                                       |
| HISTORIC VILLAGE           | 41,747                              | 6,127                 | 15%                                       |
| EVENTS                     | 770,435                             | 272,911               | 35%                                       |
| ARTS & RECREATION CENTER   | 1,441,168                           | 542,246               | 38%                                       |
| PERFORMING ARTS CENTER     | 1,137,227                           | 392,509               | 35%                                       |
|                            | <b>4,625,021</b>                    | <b>1,641,557</b>      | <b>35%</b>                                |
| <b>INTERFUND TRANSFERS</b> |                                     |                       |                                           |
| TRANSFERS                  | 949,970                             | 459,718               | 48%                                       |
|                            | <b>949,970</b>                      | <b>459,718</b>        | <b>48%</b>                                |
| <b>EXPENDITURE TOTAL</b>   | <b>48,695,579</b>                   | <b>20,396,196</b>     | <b>42%</b>                                |



# Quarterly Budget Report

## 2nd Qtr - Fiscal Year End 2024

*Presented May 28th, 2024*

# PURPOSE



- The purpose of this presentation is to summarize the year-to-date activity from the Quarterly Budget Report, with a focus on budget vs. actual highlights of the report.
- The report displays activity through the 50% point of the Fiscal Year, reflecting activity from October 2023 through March 2024.
- The report does not include the proposed Q2 Budget Amendments.

# TOP 10 REVENUES



|                               | Current Budget | YTD Actual   | Percentage |
|-------------------------------|----------------|--------------|------------|
| Ad Valorem Taxes              | \$24,279,673   | \$22,746,422 | 94%        |
| Impact Fees                   | 19,439,152     | 5,978,864    | 31%        |
| Water Service Fees            | 11,145,559     | 5,736,289    | 51%        |
| Sewer Service Fees            | 11,880,768     | 6,318,754    | 53%        |
| Infrastructure Sales Tax      | 5,200,000      | 2,741,691    | 53%        |
| State Shared Revenues         | 4,884,200      | 2,671,401    | 55%        |
| Sanitation Service Fees       | 4,806,900      | 2,579,611    | 54%        |
| Public Services Utility Taxes | 4,675,000      | 2,688,942    | 58%        |
| Franchise Fees                | 3,850,000      | 2,029,882    | 53%        |
| Building Permit Fees          | 1,700,000      | 1,234,582    | 73%        |
| TOTALS                        | \$91,861,252   | \$54,726,438 | 60%        |

# MAJOR FUND REVENUES



|                        | Current Budget | YTD Actual    | Percentage |
|------------------------|----------------|---------------|------------|
| General Fund           | \$ 48,199,952  | \$ 36,515,316 | 76%        |
| Building Services Fund | 1,816,200      | 1351327       | 74%        |
| Infrastructure Fund    | 5,202,000      | 2,767,581     | 53%        |
| Water Fund             | 12,618,787     | 6,928,079     | 55%        |
| Sewer Fund             | 12,185,559     | 6,261,030     | 51%        |
| Stormwater Fund        | 2,152,000      | 1,153,368     | 54%        |
| Sanitation Fund        | 4,821,900      | 2,640,701     | 55%        |

# MAJOR FUND EXPENDITURES



|                        | Current Budget | YTD Actual    | Percentage |
|------------------------|----------------|---------------|------------|
| General Fund           | \$ 48,695,579  | \$ 20,396,196 | 42%        |
| Building Services Fund | 2,188,011      | 825,730       | 38%        |
| Infrastructure Fund    | 5,906,716      | 2,131,377     | 36%        |
| Water Fund             | 13,416,929     | 4,678,317     | 35%        |
| Sewer Fund             | 14,540,624     | 4,533,798     | 31%        |
| Stormwater Fund        | 2,391,130      | 937,626       | 39%        |
| Sanitation Fund        | 6,253,012      | 2,204,779     | 35%        |

# GENERAL FUND EXPENSE SUMMARY



|                               | Current Budget | YTD Actual    | Percentage |
|-------------------------------|----------------|---------------|------------|
| General Government Depts.     | 6,089,858      | 2,468,403     | 41%        |
| Public Safety Departments     | 29,986,447     | 13,402,086    | 45%        |
| Transportation / Public Works | 5,674,401      | 1,851,157     | 33%        |
| Culture / Recreation Depts.   | 4,625,021      | 1,641,557     | 35%        |
| All Other Departments         | 2,319,852      | 1,032,992     | 25%        |
| TOTAL                         | \$ 48,695,579  | \$ 20,396,196 | 42%        |



**Thank you.**



*City of Clermont*  
MINUTES  
REGULAR COUNCIL MEETING  
April 9, 2024

**CALL TO ORDER**

The City Council met in a regular meeting on Tuesday, April 9, 2024 in the Clermont City Council Chambers. Mayor Murry called the meeting to order at 6:30pm with the following Council Members present: Council Members Gonzalez, Myers and Pines.

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

**INVOCATION AND PLEDGE OF ALLEGIANCE**

Pastor Kendal Anderson from The Crossing Church gave the invocation. Presentation of Colors by the Sea Cadets, followed by the Pledge of Allegiance.

**PRESENTATION**

Michael Steidley, USNSCC Clermont Battalion Commanding Office, provided an overview of the Sea Cadets program. The Clermont Battalion currently has 42 cadets, 17 adult volunteers and has done over 1,200 community service hours.

Police Chief Broadway recognized and presented the Meritorious Service Award to Officer Sean Biggs, a volunteer who has made significant contributions. Officer Biggs meets weekly with the Color Guard team and has devoted hours to the youth.

Mayor Murry asked Police Chief Broadway to give an update on an incident that occurred the previous week. Police Chief Broadway stated that the incident is an ongoing investigation. He provided a timeline of events that led to a fight between two teenage girls at Waterfront Park. One of the girls was stabbed and then transported to the hospital. Through investigation, they have identified and arrested the suspect.

**PUBLIC COMMENTS**

Firouz Farrokh, 3362 Saint Vincent Lane – spoke in opposition to converting the tennis courts to pickleball courts at Felter Park.

Carolyn Godwin, Osceola St. - expressed concern regarding recent events in the community. Asked Council to consider better lit walkways in downtown, increased police presence at Waterfront Park, establish a Community Center with resources, install city camera's downtown, and consider a curfew for teenagers.

Dani Page, Tuscany Ridge – spoke regarding an article in the Kings Ridge March 2024 publication from a meeting Council Member Gonzalez and City Manager Bulthuis attended.

Sharon Keyes, 644 W. Osceola Street - spoke regarding a Community Center at McKinney Park.

Shannon Herrera, 265 Giovanni Blvd. - spoke regarding a Community Center at McKinney Park.

Linda Killoran, 1536 Sherbrook Drive – spoke in opposition to converting the tennis courts to pickleball courts at Felter Park.

Resident, 204 Country Lakes Estates, Groveland – spoke in opposition to converting the tennis courts to pickleball courts at Felter Park.

Charlene Forth, 939 W. Desoto Street – expressed concern regarding issues at Victory Pointe.

Sophia O'Keefe, 489 W. Minnehaha Avenue – spoke regarding the need for more pickleball courts.

*City of Clermont*  
MINUTES  
REGULAR COUNCIL MEETING  
April 9, 2024

Tammy Stockdill, 9407 Lighthouse Court – spoke in favor of tennis and pickleball sharing courts as they have been.

City Manager Bulthuis responded to the public comments. He stated that the Kings Ridge Homeowner Association asked himself and Council Member Gonzalez to attend their meeting. Council Members are often invited to speak in the community to provide updates and stay connected.

There is vandalism going on at Victory Pointe. We are in the process of installing cameras in the next week or so. The observation tower was built with grant money. If the city were to remove the tower, we would have to reimburse the grant funds. There was a fight that happened at Waterfront Park between two people that do not live in our community.

Mayor Murry provided history on the Victory Pointe tower. Spoke about needing more lights along the trail by Waterfront Park.

City Manager Bulthuis stated that there could be higher wattage bulbs installed where there are lights at Waterfront Park.

Mayor Murry asked City Manager Bulthuis where we are in the bid process for conversion of tennis courts.

City Manager Bulthuis stated that Council reviewed this in January and provided a summary of the decisions made. The direction staff received was to move forward with converting the courts however, a contract have been signed yet. It would be up to Council to reconsider.

Mayor Murry stated that before Council made their decision, staff researched and there was a workshop. No one came forward about tennis courts at that time.

Mayor Murry addressed needing a Community Center. The city owns very little property and to build a Community Center would need a minimum of 10 acres. The city is looking for land to purchase.

### **AGENDA CHANGES**

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

#### **Item No. 7 - Variance Request, Teamont Boba**

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

Council Member Pines moved to table item 7, Variance Request, Teamont Boba to April 9, 2024; seconded by Council Member Myers. Passed unanimously 4-0 with all members present voicing aye.

### **REPORTS**

#### **CITY MANAGER REPORT**

City Manager Bulthuis –

- Dragon Boat Festival this weekend at Waterfront Park.
- Saturday, April 20 is Earth Day at Lake Hiawatha Preserve.
- Main Street is holding a community meeting tomorrow at the Arts and Recreation Center 4pm to 7pm and requesting community input.

*City of Clermont*  
MINUTES  
REGULAR COUNCIL MEETING  
April 9, 2024

CITY ATTORNEY REPORT

City Attorney Mantzaris – No report.

CITY COUNCIL REPORT

Council Member Myers –

- Attended the Legislative breakfast and shared updates she received.
- April is the month of Military Children.

Council Member Pines –

- Attended the Lake County Tourist Development Council meeting. Promoting sporting events in Lake County to attract tourism. All events and tournaments are on their website.

Council Member Gonzalez –

- Thanked Clermont Police Department for their work with the incident on Friday.
- Attended the Legislative update and shared updates he received.

Parks and Recreation Director Forman presented a PowerPoint that was provided to Council in January 2024 regarding adding pickleball courts. Reviewed current availability and all the different options. Mr. Forman asked for direction from Council.

City Manager Bulthuis stated that currently staff is moving forward unless Council provides a different direction.

Council agreed to move forward with converting the courts at Felter Park.

Mayor Murry stated that the courts at Hancock Park need borders due to rain.

City Manager Bulthuis asked City Attorney Mantzaris to review House Bill 1536 as there is some confusion regarding it.

City Attorney Mantzaris said that this is a preemption bill. Most of the confusion is that it is perceived to be something that criminalizes or penalizes people who are unhoused or homeless. The bill is a preemption bill that says that cities and counties in the state cannot authorize or otherwise allow individuals to publicly camp on public property. The bill does not create anything that would allow statutory or state authority to criminally penalize someone that is homeless. It tells cities and counties to have your own laws in place to address this. Our office has coordinated efforts with other city attorneys in Lake County to comply with this law also to make sure we are not crossing over the line. It is unconstitutional to criminalize someone that is homeless.

Mayor Murry asked for the definition of homeless according to that statute.

City Attorney Mantzaris explained that it does not define homeless. What it stated is that a city cannot authorize or allow a person that is regularly engaged in public camping or sleeping on public property. It then defines public camping or sleeping as lodging or residing overnight in a temporary structure and then goes on to define what a temporary structure is.

He explained there are two key elements the city would have to make to enforce this. Make a determination if someone is actually sleeping or camping on public property and then determine if they are regularly engaged in sleeping or camping.

*City of Clermont*  
MINUTES  
REGULAR COUNCIL MEETING  
April 9, 2024

City Manager Bulthuis said that being homeless is not against the law. The city does prohibit people from staying overnight in city parks.

City Attorney Mantzaris stated that an individual could sue the city and seek an injunction that would force the city to stop the unauthorized camping. The provision in the law states that individual has to give notice to the city, they would tell the city there is a person violating or camping on public property and the city is not doing anything about it. In the event of that happening, the city would notify the Police Department and they would address it. There are protective measures, which the city will follow and should be okay.

Police Chief Broadway introduced Corporal Pollen, who oversees the Mobile Crisis Unit, to provide a brief overview of collaborative efforts monitoring homeless population and taking actions.

Corporal Pollen provided a history of the Mobile Crisis Unit and the programs within the Clermont Police Department to assist the homeless. He spoke on the partnerships in the community they have to assist them. Provided statistics on the homeless population in Florida and Lake County.

Mayor Murry -

- Attended the legislative breakfast.
- Attended MADD 5K.
- Special Election on May 14.
- Thanked those who attended the Mayor's lunch last week.
- Scheduled to talk to College Park Homeowner Association on Saturday and encouraged Council Members to talk to residents.

**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 March 19, 2024, workshop minutes.

**Item No. 2 – Surplus Request**

Consider declaring end-of-life inventory as surplus from the Public Services Department and provide disposal per the Procurement Policy.

**Item No. 3 – Grant Acceptance and  
Budget Amendment Request**  
*Lake Felter Park Lighting*

Consider acceptance of Energy Efficiency and Conservation Block Grant Program funding and budget amendment for \$76,440.

**Item No. 4 - Piggyback Purchase**  
*Police Dept.*

Consider purchase approval from the OMNIA Partners contract 4400008468 with Safeware for two (2) police drones in the budgeted amount of \$53,126.02.

*City of Clermont*  
MINUTES  
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**Item No. 5 - Bid Award**  
*Public Services Dept.*

Consider awarding bid to Social Glass Inc. to purchase water well pump motors in the budgeted amount of \$58,958.

**Item No. 6 - Bid Award**  
*Public Services Dept.*

Consider approval to award term contract to Accurate Power Technology, Inc. to provide generator maintenance and repair services.

Dani Page pulled Consent Item No. 4 for further discussion.

Council Member Pines moved to approve Consent Agenda Items 1-3 and 5-6 as presented; Seconded by Council Member Gonzalez. Passed unanimously 4-0 with all members present voicing aye.

Item No. 4 – Piggyback Purchase, *Police Dept.*

Ms. Page asked about the policies and procedures or restrictions for the drone flight program. Council Member Pines stated that law enforcement are guided by restrictions.

Ms. Page stated that Council must establish appropriate restrictions and policies for drone flights. Also inquired if Council was aware of the Florida Statute regarding searches and seizures using a drone.

City Attorney Mantzaris said that the City is aware of the statute and the Police Department will be in compliance.

Police Chief Broadway explained that they would meet FAA regulations including Florida law. The Lake County Sheriff's Office and several other agencies have several drones to help reduce prevent and reduce crime.

Police Captain Strickland, who is FAA certified, reviewed the uses of the drones.

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

**UNFINISHED BUSINESS**

**Item No. 7** – This item was addressed earlier and tabled to April 23, 2024.

**NEW BUSINESS**

Item No. 8 – Ordinance No. 2024-006, Intro Sundara Eco-Spa 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 IN ACCORDANCE WITH THE INTERLOCAL SERVICE BOUNDARY AGREEMENT DATED DECEMBER 2, 2014; PROVIDING FOR CONFLICT, SERVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND EFFECTIVE DATE.**

City Clerk Howe read the title aloud.

*City of Clermont*  
MINUTES  
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April 9, 2024

Council Member Pines moved to introduce Ordinance No. 2024-006, Sundara Eco-Spa Annexation; seconded by Council Member Myers. Passed unanimously 4-0 with all members present voicing aye.

Item No 9. – Ordinance No. 2024-007, Intro Sundara Eco-Spa Comp Plan Amendment

**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 Pines moved to introduce Ordinance No. 2024-007, Sundara Eco-Spa Comp Plan Amendment; seconded by Council Member Gonzalez. Passed unanimously 4-0 with all members present voicing aye.

Item No. 10 – Ordinance No. 2024-008 Intro Sundara Eco-Spa PUD Rezoning

**AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY FLORIDA, AMENDING THE OFFICAL ZONING MAP OF THE CITY OF CLERMONT REFERRED TO IN CHAPTER 122 OF ORDINANCE NO. 286-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 Pines moved to introduce Ordinance No. 2024-008, Sundara Eco-Spa PUD Rezoning; seconded by Council Member Gonzalez. Passed unanimously 4-0 with all members present voicing aye.

Item No. 11 – Ordinance No. 2024-014 Intro LDC Amendment

**AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, CHAPTER 125 ZONING; REPEALING SECTION 125-375 DENSITY; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, THE ADMINSTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.**

City Clerk Howe read the title aloud.

*City of Clermont*  
MINUTES  
REGULAR COUNCIL MEETING  
April 9, 2024

Council Member Pines moved to introduce Ordinance No. 2024-014, LDC Amendment; seconded by Council Member Myers. Passed unanimously 4-0 with all members present voicing aye.

**ADJOURN:** With no further comments, this meeting adjourned at 8:53 pm.

**APPROVED:**

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Tim Murry, Mayor

**ATTEST:**

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Tracy Ackroyd Howe, MMC  
City Clerk



## CITY OF CLERMONT

# AGENDA ITEM

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|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                   |                                |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|--------------------------------|
| <b>Meeting Date</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                   |                                |
| Tuesday, May 28, 2024                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                   |                                |
| <b>Agenda Item Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                   |                                |
| Resolution No. 2024-017R<br><i>Florida Division of Arts and Cultural Facilities Program</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                   |                                |
| <b>Requested Action</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                   |                                |
| Request approval of Resolution 2024-017R                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                   |                                |
| <b>Staff Report</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                   |                                |
| 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 area. In addition to the docking area, the project as approved by the City Council, includes a tiered seating area that will allow for unobstructed views of the lake front and a small performance space. This resolution allows the City of Clermont to apply to the Florida Division of Arts and Culture Cultural Facilities Program for a grant in the amount of \$500,000. |                                                   |                                |
| <b>Additional Analysis</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                   |                                |
| <b>Fiscal Impact Summary</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                   |                                |
| The grant application requires the city to provide 2 to 1 matching funds in the amount of \$1,000,000 which are available in the Parks and Recreation Impact fund.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                   |                                |
| <b>Fiscal Impact</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>Fund Number and Description</b>                | <b>Available Budget Amount</b> |
| <b>Exhibits Attached</b> (copies of original agreements)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                   |                                |
| 1. 2024-017R - Cultural Facilities Grant 5_28_24                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 2024-017R - Cultural Facilities Grant 5_28_24.pdf |                                |





*CITY OF CLERMONT*  
**RESOLUTION NO. 2024-017R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, FLORIDA, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE FLORIDA DIVISION OF ARTS AND CULTURE CULTURAL FACILITIES PROGRAM REQUESTING \$500,000 FOR THE MEET IN THE MIDDLE PERFORMANCE AREA PROJECT AND FURTHER AUTHORIZING AN AMOUNT OF \$1,000,000 AS THE CITY'S MATCHING FUNDS; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Clermont has the opportunity to apply for funding in the amount of \$500,000 for the Meet in the Middle Performance Area Project, with the stipulation of a 2 to 1 matching funds; and

**WHEREAS**, funding in the amount of \$1,000,000 necessary for the required match will be available by July 1, 2025.

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

**SECTION 1:**

That the above recitals are hereby adopted.

**SECTION 2:**

That the City Council of the City of Clermont hereby authorizes the use of \$1,000,000 in eligible expenditures to be available by July 1, 2025, for required matching funds for a grant application to the Florida Division of Arts and Culture in the quest for funding for the Meet in the Middle Performance Area Project.

**SECTION 3: CONFLICT**

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

**SECTION 4: SEVERABILITY**

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



*CITY OF CLERMONT*  
**RESOLUTION NO. 2024-017R**

**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. 2024-017R**

**DONE AND RESOLVED** by the Mayor of the City Council of the City of Clermont, Lake County, Florida, this 28th day of May 2024.

CITY OF CLERMONT

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Tim Murry, Mayor

ATTEST:

---

Tracy Ackroyd Howe, MMC  
City Clerk

Approved as to Form and Legality:

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Daniel F. Mantzaris, City Attorney



# CITY OF CLERMONT

## AGENDA ITEM

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|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                         |                            |                                             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|----------------------------|---------------------------------------------|
| <b>Meeting Date</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                         |                            |                                             |
| Tuesday, May 28, 2024                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                         |                            |                                             |
| <b>Agenda Item Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                         |                            |                                             |
| Resolution No. 2024-019R<br><i>Budget Amendment</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                         |                            |                                             |
| <b>Requested Action</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                         |                            |                                             |
| Request approval of Resolution No. 2024-019R to amend the Fiscal Year 2024 Budget.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                         |                            |                                             |
| <b>Staff Report</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                         |                            |                                             |
| Resolution 2024-019R is proposed to amend the Fiscal Year End 2024 Budget. This resolution formally amends the budget for Council actions since January 2024 (second quarter of the fiscal year) along with subsequent requested department updates. For the funds included, the amendment reflects an increase in budget revenues of \$2,951,138 and an increase in expenses of \$1,086,375. The primary factors for the increases are a. higher than anticipated revenues from impact fees; and b. updates to interfund transfers based on actual data, which impacts both the revenue and expense totals. |                                         |                            |                                             |
| <b>Additional Analysis</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                         |                            |                                             |
| <b>Fiscal Impact Summary</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                         |                            |                                             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <u>Current Budget</u>                   | <u>Proposed Amendments</u> | <u>Ending Budget</u>                        |
| Total Revenues                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$ 119,813,087                          | \$ 2,951,138               | \$ 122,764,225                              |
| Total Expenses                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$ 139,316,808                          | \$ 1,086,375               | \$ 140,403,184                              |
| <b>Fiscal Impact</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>Fund Number and Description</b>      |                            | <b>Available Budget Amount</b>              |
| <b>Exhibits Attached</b> (copies of original agreements)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                         |                            |                                             |
| 1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 2024-019R -Budget Amendment (5.17.2024) |                            | 2024-019R -Budget Amendment (5.17.2024).pdf |



**CITY OF CLERMONT  
RESOLUTION NO 2024-019R**

**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 28th day of May, 2024.

CITY OF CLERMONT

---

Tim Murry, Mayor

ATTEST:

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Tracy Ackroyd Howe, MMC  
City Clerk

Approved as to form and legality:

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Daniel F. Mantzaris, City Attorney



**CITY OF CLERMONT**  
**RESOLUTION NO 2024-019R**

Exhibit "A"

**REVENUES**

| <b>FUND</b>                     | <b>CURRENT<br/>BUDGET</b> | <b>AMENDED<br/>AMOUNT</b> | <b>NEW<br/>BUDGET</b> |
|---------------------------------|---------------------------|---------------------------|-----------------------|
| <b>100</b>                      |                           |                           |                       |
| <b>GENERAL FUND</b>             |                           |                           |                       |
| CHARGES FOR SERVICES            | 571,276                   | 167,600                   | 738,876               |
| FINES & FORFEITURES             | 32,600                    | 38,000                    | 70,600                |
| INTERGOVERNMENTAL REVENUES      | 47,200                    | 179,840                   | 227,040               |
| LICENSES, PERMITS & FEES        | 375                       | 16,200                    | 16,575                |
| MISCELLANEOUS REVENUES          | 426,975                   | 479,400                   | 906,375               |
|                                 |                           | <b>881,040</b>            |                       |
| <b>10A</b>                      |                           |                           |                       |
| <b>PD ASSET FORFEITURE FUND</b> |                           |                           |                       |
| INTERGOVERNMENTAL REVENUES      | -                         | 36,000                    | 36,000                |
| MISCELLANEOUS REVENUES          | -                         | 500                       | 500                   |
|                                 |                           | <b>36,500</b>             |                       |
| <b>10T</b>                      |                           |                           |                       |
| <b>TREE FUND</b>                |                           |                           |                       |
| MISCELLANEOUS REVENUES          | -                         | 2,000                     | 2,000                 |
|                                 |                           | <b>2,000</b>              |                       |



**CITY OF CLERMONT**  
**RESOLUTION NO 2024-019R**

| <b>FUND</b>                   | <b>CURRENT<br/>BUDGET</b> | <b>AMENDED<br/>AMOUNT</b> | <b>NEW<br/>BUDGET</b> |
|-------------------------------|---------------------------|---------------------------|-----------------------|
| <b>110</b>                    |                           |                           |                       |
| <b>BUILDING SERVICES FUND</b> |                           |                           |                       |
| MISCELLANEOUS REVENUES        | 2,000                     | 46,000                    | 48,000                |
|                               |                           | <b>46,000</b>             |                       |
| <b>120</b>                    |                           |                           |                       |
| <b>INFRASTRUCTURE FUND</b>    |                           |                           |                       |
| MISCELLANEOUS REVENUES        | 2,000                     | 25,000                    | 27,000                |
|                               |                           | <b>25,000</b>             |                       |
| <b>130</b>                    |                           |                           |                       |
| <b>CEMETERY FUND</b>          |                           |                           |                       |
| MISCELLANEOUS REVENUES        | 151,000                   | 28,000                    | 179,000               |
|                               |                           | <b>28,000</b>             |                       |
| <b>140</b>                    |                           |                           |                       |
| <b>REC IMPACT FEE FUND</b>    |                           |                           |                       |
| MISCELLANEOUS REVENUES        | 2,000                     | 46,000                    | 48,000                |
|                               |                           | <b>46,000</b>             |                       |
| <b>150</b>                    |                           |                           |                       |
| <b>POLICE IMPACT FEE FUND</b> |                           |                           |                       |
| LICENSES, PERMITS & FEES      | 18,842                    | 17,778                    | 36,620                |
| MISCELLANEOUS REVENUES        | -                         | 13,000                    | 13,000                |
|                               |                           | <b>30,778</b>             |                       |



**CITY OF CLERMONT**  
**RESOLUTION NO 2024-019R**

| <b>FUND</b>                  | <b>CURRENT<br/>BUDGET</b> | <b>AMENDED<br/>AMOUNT</b> | <b>NEW<br/>BUDGET</b> |
|------------------------------|---------------------------|---------------------------|-----------------------|
| <b>160</b>                   |                           |                           |                       |
| <b>FIRE IMPACT FEE FUND</b>  |                           |                           |                       |
| LICENSES, PERMITS & FEES     | 18,942                    | 42,000                    | 60,942                |
| MISCELLANEOUS REVENUES       | 2,000                     | 20,000                    | 22,000                |
|                              |                           | <b>62,000</b>             |                       |
| <b>220</b>                   |                           |                           |                       |
| <b>DEBT SERVICE FUND</b>     |                           |                           |                       |
| MISCELLANEOUS REVENUES       | 750                       | 2,000                     | 2,750                 |
|                              |                           | <b>2,000</b>              |                       |
| <b>320</b>                   |                           |                           |                       |
| <b>CAPITAL PROJECTS FUND</b> |                           |                           |                       |
| MISCELLANEOUS REVENUES       | 10,000                    | 50,000                    | 60,000                |
|                              |                           | <b>50,000</b>             |                       |
| <b>410</b>                   |                           |                           |                       |
| <b>WATER FUND</b>            |                           |                           |                       |
| MISCELLANEOUS REVENUES       | 51,700                    | 277,000                   | 328,700               |
|                              |                           | <b>277,000</b>            |                       |
| <b>420</b>                   |                           |                           |                       |
| <b>SEWER FUND</b>            |                           |                           |                       |
| INTERFUND TRANSFERS          | -                         | 582,720                   | 582,720               |
| MISCELLANEOUS REVENUES       | 40,000                    | 66,100                    | 106,100               |
|                              |                           | <b>648,820</b>            |                       |





**CITY OF CLERMONT**  
**RESOLUTION NO 2024-019R**

| <b>FUND</b>                      | <b>CURRENT<br/>BUDGET</b> | <b>AMENDED<br/>AMOUNT</b> | <b>NEW<br/>BUDGET</b> |
|----------------------------------|---------------------------|---------------------------|-----------------------|
| <b>430</b>                       |                           |                           |                       |
| <b>WATER IMPACT FEE FUND</b>     |                           |                           |                       |
| LICENSES, PERMITS & FEES         | 115,000                   | 70,000                    | 185,000               |
| MISCELLANEOUS REVENUES           | 3,000                     | 68,000                    | 71,000                |
|                                  |                           | <b>138,000</b>            |                       |
| <b>440</b>                       |                           |                           |                       |
| <b>SEWER IMPACT FEE FUND</b>     |                           |                           |                       |
| LICENSES, PERMITS & FEES         | 510,000                   | 312,000                   | 822,000               |
| MISCELLANEOUS REVENUES           | -                         | 280,000                   | 280,000               |
|                                  |                           | <b>592,000</b>            |                       |
| <b>490</b>                       |                           |                           |                       |
| <b>SANITATION FUND</b>           |                           |                           |                       |
| MISCELLANEOUS REVENUES           | 15,000                    | 60,000                    | 75,000                |
|                                  |                           | <b>60,000</b>             |                       |
| <b>520</b>                       |                           |                           |                       |
| <b>GROUP SELF-INSURANCE FUND</b> |                           |                           |                       |
| CHARGES FOR SERVICES             | -                         | 1,000                     | 1,000                 |
| MISCELLANEOUS REVENUES           | 1,000                     | 25,000                    | 26,000                |
|                                  |                           | <b>26,000</b>             |                       |
| <b>Amended Revenue Total</b>     |                           | <b>2,951,138</b>          |                       |



**CITY OF CLERMONT**  
**RESOLUTION NO 2024-019R**

|                     |
|---------------------|
| <b>EXPENDITURES</b> |
|---------------------|

| FUND                          | CURRENT<br>BUDGET | AMENDED<br>AMOUNT | NEW<br>BUDGET |
|-------------------------------|-------------------|-------------------|---------------|
| <b>100</b>                    |                   |                   |               |
| <b>GENERAL FUND</b>           |                   |                   |               |
| INTERFUND TRANSFERS           | 333,468           | 18,000            | 351,468       |
| OPERATING EXPENSES            | 1,137             | 51,150            | 52,287        |
| CAPITAL OUTLAY                | -                 | 112,860           | 112,860       |
|                               |                   | <b>182,010</b>    |               |
| <b>10T</b>                    |                   |                   |               |
| <b>TREE FUND</b>              |                   |                   |               |
| CAPITAL OUTLAY                | -                 | 10,000            | 10,000        |
|                               |                   | <b>10,000</b>     |               |
| <b>110</b>                    |                   |                   |               |
| <b>BUILDING SERVICES FUND</b> |                   |                   |               |
| OPERATING EXPENSES            | 100               | 150               | 250           |
|                               |                   | <b>150</b>        |               |
| <b>120</b>                    |                   |                   |               |
| <b>INFRASTRUCTURE FUND</b>    |                   |                   |               |
| OPERATING EXPENSES            | 45,000            | (45,000)          | -             |
| CAPITAL OUTLAY                | 39,372            | 2,600             | 41,972        |
|                               |                   | <b>(42,400)</b>   |               |



**CITY OF CLERMONT**  
**RESOLUTION NO 2024-019R**

| <b>FUND</b>                | <b>CURRENT<br/>BUDGET</b> | <b>AMENDED<br/>AMOUNT</b> | <b>NEW<br/>BUDGET</b> |
|----------------------------|---------------------------|---------------------------|-----------------------|
| <b>130</b>                 |                           |                           |                       |
| <b>CEMETERY FUND</b>       |                           |                           |                       |
| CAPITAL OUTLAY             | -                         | 4,000                     | 4,000                 |
|                            |                           | <b>4,000</b>              |                       |
| <b>140</b>                 |                           |                           |                       |
| <b>REC IMPACT FEE FUND</b> |                           |                           |                       |
| CAPITAL OUTLAY             | -                         | 130,304                   | 130,304               |
|                            |                           | <b>130,304</b>            |                       |
| <b>410</b>                 |                           |                           |                       |
| <b>WATER FUND</b>          |                           |                           |                       |
| OPERATING EXPENSES         | 2,659,633                 | 722,611                   | 3,382,244             |
| DEBT SERVICE               | 316,440                   | 15,000                    | 331,440               |
|                            |                           | <b>737,611</b>            |                       |
| <b>420</b>                 |                           |                           |                       |
| <b>SEWER FUND</b>          |                           |                           |                       |
| OPERATING EXPENSES         | 32,920                    | 7,400                     | 40,320                |
| DEBT SERVICE               | 562,560                   | 27,000                    | 589,560               |
|                            |                           | <b>34,400</b>             |                       |
| <b>450</b>                 |                           |                           |                       |
| <b>STORMWATER FUND</b>     |                           |                           |                       |
| OPERATING EXPENSES         | 36,550                    | 28,600                    | 65,150                |
|                            |                           | <b>28,600</b>             |                       |



**CITY OF CLERMONT**  
**RESOLUTION NO 2024-019R**

| <b>FUND</b>                      | <b>CURRENT<br/>BUDGET</b> | <b>AMENDED<br/>AMOUNT</b> | <b>NEW<br/>BUDGET</b> |
|----------------------------------|---------------------------|---------------------------|-----------------------|
| <b>490</b>                       |                           |                           |                       |
| <b>SANITATION FUND</b>           |                           |                           |                       |
| OPERATING EXPENSES               | 19,200                    | 1,600                     | 20,800                |
|                                  |                           | <b>1,600</b>              |                       |
| <b>520</b>                       |                           |                           |                       |
| <b>GROUP SELF-INSURANCE FUND</b> |                           |                           |                       |
| OPERATING EXPENSES               | -                         | 100                       | 100                   |
|                                  |                           | <b>100</b>                |                       |
| <b>Amended Expense Total</b>     |                           | <b>1,086,375</b>          |                       |



# CITY OF CLERMONT

## AGENDA ITEM

Page 1 of 1

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                       |                                        |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|----------------------------------------|
| <b>Meeting Date</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                       |                                        |
| Tuesday, May 28, 2024                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                       |                                        |
| <b>Agenda Item Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                       |                                        |
| Resolution No. 2024-020R<br>836 W. Montrose Street                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                       |                                        |
| <b>Requested Action</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                       |                                        |
| Approve Resolution 2024-020R                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                       |                                        |
| <b>Staff Report</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                       |                                        |
| <p>As part of the Downtown Streetscape project, the City constructed certain electric and telecommunications facilities on real property located at 836 West Montrose Street. The new larger electrical panel replaced a smaller panel that had been located on the property. After a complete review of the property records, it was determined that the facilities existed on private property without an easement in favor of the City. The city attorney and the property owner's attorney have been in discussions over a resolution of the question of how to keep the facilities in place. As the facilities provide essential services and functions for the public and are and will continue to be a necessary and required public service component of the downtown, the parties have agreed, subject to City Council approval, for the city to purchase a permanent public utility easement on the property.</p> <p>The cost of moving the in-place facilities is estimated to cost \$225,000 - \$250,000 and, if moved, would result in relocating the panel in front of 836 Montrose and the elimination of 1 or 2 on street parking spots. The cost to purchase the easement is \$155,000 with the funding coming from the existing budgeted funds for the Downtown Streetscape project.</p> |                                                       |                                        |
| <b>Additional Analysis</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                       |                                        |
| <b>Fiscal Impact Summary</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                       |                                        |
| <u>GL Account #</u><br>32559-66300-95113                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <u>Current Budget</u><br>\$1,379,257                  | <u>Available Budget</u><br>\$1,107,044 |
| <b>Fiscal Impact</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>Fund Number and Description</b>                    | <b>Available Budget Amount</b>         |
| <b>Exhibits Attached</b> (copies of original agreements)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                       |                                        |
| 1. 2024-020R - 836 W. Montrose Easement (05.22.2024)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 2024-020R - 836 W. Montrose Easement (05.22.2024).pdf |                                        |
| 2. 836 W. Montrose Location                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 836 W. Montrose Location.jpg                          |                                        |
| 3. 836 W. Montrose Before                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 836 W. Montrose Before.png                            |                                        |
| 4. 836 W. Montrose After                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 836 W. Montrose After.jpg                             |                                        |



*CITY OF CLERMONT*  
**RESOLUTION NO. 2024-020R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT APPROVING THE AGREEMENT FOR THE PURCHASE OF A PUBLIC UTILITY EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF ELECTRIC AND TELECOMMUNICATIONS FACILITIES ON REAL PROPERTY LOCATED AT 836 WEST MONTROSE STREET FROM 836 WEST MONTROSE, LLC. FOR \$155,000; AUTHORIZING THE MAYOR AND CITY MANAGER TO PERFORM ALL ACTS NECESSARY AND APPROPRIATE TO CLOSE THE TRANSACTION AND ACCEPT THE EASEMENT; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.**

**WHEREAS**, as part of its Montrose Street rehabilitation project, the City caused to be constructed certain electric and telecommunications facilities on real property located at 836 West Montrose Street, hereinafter the “Facilities”;

**WHEREAS**, the Facilities were constructed in a location where the City had maintained similar facilities in the past, however, after a complete review of the property records it was determined that the Facilities existed on private property without an easement in favor of the City;

**WHEREAS**, the Facilities provide essential services and function for the general public and are and will continue to be a necessary and required public service component of the downtown; and

**WHEREAS**, this agreement is entered into by the City in the best interests of the citizens of the City of Clermont and in lieu of the City considering and pursuing an eminent domain action to acquire the necessary interest in the property.

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

**SECTION 1:**

The above-stated Recitals are found to be true and correct and are made a part of this Resolution.

**SECTION 2:**

The City Council of the City of Clermont, Florida does hereby approve and authorizes the Mayor to enter into the Agreement attached hereto and incorporated herein as Attachment “A” for the purchase and acceptance of a public utility easement on real property located at 836 W. Montrose Street, Clermont, in Lake County from 836 West Montrose, LLC for \$155,000.00. The City Council further authorizes the City Manager to perform all acts necessary and appropriate to close on the property, including, but not limited to, executing any and all documents at closing.



*CITY OF CLERMONT*  
**RESOLUTION NO. 2024-020R**

**SECTION 3:**

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

**SECTION 4: CONFLICT**

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

**SECTION 5: 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 6: 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 7: PUBLICATION AND EFFECTIVE DATE**

This Resolution shall take effect immediately upon its adoption.



*CITY OF CLERMONT*  
**RESOLUTION NO. 2024-020R**

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



## PURCHASE AND SALE AGREEMENT

**Seller(s):** 836 W. Montrose, LLC  
500 Wild Rose Ct.  
Raleigh, NC 27615

**Buyer:** City of Clermont  
685 W. Montrose Street  
Clermont, FL. 34711

In consideration of the following promises and obligations, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Buyer and Seller (as identified above) hereby agree that Seller shall sell and Buyer shall buy the following described property as a transfer in satisfaction of condemnation rights pursuant to the following terms and conditions:

### I. Description of Property

Permanent public utility easement as more particularly described in Exhibit “A” attached hereto and incorporated herein (hereinafter referred to as the “Easement Area”) and located upon and across that certain property owned by Buyer in fee simple and located at 836 Monroe Street, Clermont, Florida (hereinafter referred to as the “Parent Parcel”).

### II. PURCHASE PRICE — ACQUISITION COST

|                                                     |               |
|-----------------------------------------------------|---------------|
| (a) Property Interest:                              | \$150,000.000 |
| (b) Attorney Fees                                   | \$ 5,500.00   |
| Total Purchase Price also known as Acquisition Cost | \$155,500.00  |

### III. Terms, Conditions and Limitations

- (a) Seller represents and warrants that Seller owns fee simple title to the Parent Parcel and has the full power, right and authority, and is duly authorized, to enter in this Purchase and Sale Agreement (hereinafter referred to as “Agreement”), and to perform each and all of the matters and acts herein provided, and to execute and deliver all documents required to transfer the Easement provided hereunder. Seller shall maintain the Easement Area described in **Section I** of this Agreement until the day of closing in the same condition existing on the date of this Agreement, except for reasonable wear and tear.
- (b) Buyer in its sole discretion shall select a closing agent or closing attorney to conduct closing which shall take place at a location in Lake County or by mail or other means of electronic transfer and at such time as mutually agreed upon between Buyer and Seller on the date specified in **Section IV**

unless such date is extended by Buyer and Seller. Buyer and Seller shall execute all documents required by the closing agent or closing attorney conducting the closing. Seller agrees that the Property described in **Section I** of this agreement shall be conveyed to Buyer by conveyance instrument(s) as set forth in Exhibit "A". The Effective Date of this Purchase and Sale Agreement shall be the date upon which this Agreement is last signed by Seller and Buyer. It is expressly agreed by Seller and Buyer that time is of the essence of this Agreement and in the performance of all conditions, covenants, requirements, obligations and warranties to be performed or satisfied by the parties hereto. Waiver of performance or satisfaction of timely performance or satisfaction of any condition, covenant, requirement, obligation or warranty by one party shall not be deemed to be a waiver of the performance or satisfaction of any other condition, covenant, requirement, obligation or warranty unless specifically consented to in writing. Unless otherwise expressly provided herein, all periods for performance, approval, delivery or review and the like shall be determined on a calendar day basis. If any day for performance, approval, delivery or review shall fall on a Saturday, Sunday or legal holiday, the time therefore, shall be extended to the next business day.

- (c) Seller warrants and represents it has not entered into any other contracts, agreements, understanding (oral or written) or commitments of any kind to any third party, including but not limited to, any governmental unit or agency, utility company, authority, school board, church or other religious body, or to any other organization, group or individual relating to the Parent Parcel or Easement Area which would impose any obligations upon Buyer or impact the Easement rights to be transferred hereunder. All matters set forth herein in this paragraph shall survive closing.
- (d) The Seller and Buyer acknowledge that this Agreement is entered into under the threat of condemnation as part of the Buyer's downtown rehabilitation project and the sale of the easement rights hereunder will be completed under the threat of condemnation. In the event that the Seller did not voluntarily enter into this Agreement then Buyer would have been required to file a condemnation action to obtain the interest granted herein.
- (e) Buyer represents and warrants that should the future development or redevelopment of the Parent Parcel become nonconforming as a result of the sale contemplated herein and specifically the easement rights granted to Buyer. Further that to the extent applicable Buyer agrees and acknowledges that the Parent Parcel qualifies for eligibility for relief under Section 101.329 of the Clermont Land Development Code. The terms and conditions of this Subsection I(g) shall expressly survive the closing and not merge therein.
- (f) In the event it shall be necessary for either party to the Agreement to bring suit to enforce any provision hereof the prevailing party in any such litigation, including any appeals, shall be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all costs and expenses of such litigation and all reasonable attorneys' fee as fixed by the Court.
- (g) Any notice or other communication permitted or required to be given hereunder by one party to the other shall be in writing, shall be effective upon receipt and shall be delivered by registered or certified United States Mail, postage prepaid, return receipt requested, or by facsimile or telecopy transmission, with acknowledgment of receipt upon transmission (provided that if notice is sent by facsimile or

telecopy transmission, it must also be sent by one of the other methods of delivery specified herein), to the party entitled or required to receive the same, as follows:

TO SELLER: 836 W. Montrose, LLC  
500 Wild Rose Ct.  
Raleigh, NC 27615  
Attention: Mark D. Manning

WITH A REQUIRED COPY TO: Bowen & Schroth, PA  
600 Jennings Ave  
Eustis, FL 32726  
Attention: Zachary Broome  
Telephone: 352-589-1414  
Facsimile: 352-589-1726

TO BUYER: City of Clermont  
685 W. Montrose St.  
Clermont, FL 34711  
Attention: City Manager  
Telephone 352-241-7358  
Facsimile 352-394-4087

WITH A REQUIRED COPY TO: deBeaubien, Simmons, Knight, Mantzaris and Neal, LLP  
P.O. Box 87, 332 N. Magnolia Avenue (32801)  
Orlando, FL 32802  
Attention: Daniel F. Mantzaris  
Telephone 407-422-2454  
Facsimile 407-992-3541

(g) This Agreement and the interpretation and enforcement of the same shall be governed by and construed in accordance with the laws of the State of Florida and shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto as well as their respective heirs, personal representatives, successors and/or assigns. Seller and Buyer acknowledge each to the other that both they and any respective counsel chosen by either party have reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

(h) This Agreement may be executed in counterparts by the parties hereto and each shall be considered an original, but all such counterparts shall be construed together and constitute one Agreement between the parties hereto.

(i) Seller and Buyer agree that this Agreement represents the complete and entire understanding and the full and final Agreement for the herein described sale and purchase and no agreements or representation, unless incorporated into this Agreement, shall be binding on the parties. This Agreement may not be modified or amended nor may any covenant, agreement, condition,

requirement, provision, warranty or obligation contained herein be waived, except in writing signed by both parties.

**(j) IN THE EVENT THERE ARE ANY HANDWRITTEN MODIFICATIONS, NOTATIONS OR INTERLINEATIONS TO THIS AGREEMENT THAT ARE NOT SIGNED AND INITIALED SIMULTANEOUSLY BY BUYER AND SELLER, THEN THIS DOCUMENT SHALL BE CONSIDERED TO BE AN OFFER BY SELLER TO BUYER, IN WHICH EVENT THIS OFFER SHALL EXPIRE AT 5:00 P.M. EASTERN DAYLIGHT SAVINGS TIME ON THE DATE WHICH IS THIRTY (30) DAYS AFTER THE DATE SELLER HAS SIGNED THIS AGREEMENT UNLESS A COUNTERPART OF THIS AGREEMENT SIGNED BY BUYER IS RECEIVED BY SELLER PRIOR TO THAT TIME AND DATE.**

**(k) SELLER AND BUYER AGREE AND UNDERSTAND THAT THIS AGREEMENT AND ANY AND ALL OF BUYER'S OBLIGATIONS SET FORTH HEREIN ARE EXPRESSLY CONTINGENT UPON APPROVAL AND ACCEPTANCE OF THIS AGREEMENT BY THE CITY COUNCIL OF THE CITY OF ST. CLOUD. IN THE EVENT THAT THIS AGREEMENT IS NOT APPROVED AND ACCEPTED BY CITY COUNCIL THEN THIS AGREEMENT WILL BE NULL AND VOID AND BOTH PARTIES SHALL BE RELIEVED FROM ANY AND ALL OBLIGATIONS SET FORTH HEREIN.**

(l) The Seller and Buyer acknowledge that this Agreement is entered into under the threat of condemnation as part of the Seller's downtown rehabilitation project and the sale of the property interest will be completed under the threat of condemnation. In the event that the Seller did not voluntarily enter into this Agreement then Buyer would have filed a condemnation action. The execution of the permanent public utility easement constitutes a transfer in satisfaction of condemnation pursuant to Section 101-329 of the Clermont Code.

#### **IV Closing Date**

The closing will occur on or before June 15, 2024.

#### **V. Typewritten or Handwritten Provisions**

Any typewritten or handwritten provisions inserted into or attached to this Agreement as addenda must be initialed by both Buyer and Seller.

#### **VI. Acknowledgement of Signatures**

Seller and Buyer hereby acknowledge and agree that their signatures as Seller and Buyer below constitute their acceptance of this Agreement as a binding real estate contract.

**Seller(s)**

836 W. Montrose LLC

By: \_\_\_\_\_

Mark D. Manning, Manager

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

**Buyer**

City of Clermont

By: \_\_\_\_\_

Tim Murry, Mayor

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

## EXCLUSIVE UTILITY EASEMENT

THIS EASEMENT made \_\_\_\_\_, 2024 between 836 W. Montrose, LLC, whose address is 500 Wild Rose Ct, Raleigh, NC, 27615 whose interest is fee simple of the property located in Lake County, Florida, herein referred to as GRANTOR, and the CITY OF CLERMONT, a Florida Municipal Corporation, Post Office Drawer 120219, Clermont, Florida, herein referred to as GRANTEE;

For recording use only

GRANTOR is the fee simple owner of the following described lands in Lake County, Florida,:

The East 50 feet of the South 100 feet of the following described property:

Starting 200 feet East from the Southwest corner of Block 92. of the Official Map of THE CITY of CLERMONT, Florida, thence East with the North line of Montrose Street 100 feet to a stake; thence North 150 feet to the center line of said Block 92: thence West with said center line 100 feet to a stake; thence South 150 feet to the said North line of Montrose Street, the place of beginning, comprising 100 by 150 feet, as shown on the Official Map of THE CITY of CLERMONT. Lake County, Florida, a copy of which map is of record in the Office of the Clerk of the Circuit Court of said County, in Plat Book 8, Page 17, Public Records of Lake County, Florida.

("Grantor's Property")

GRANTOR, in consideration of TEN DOLLARS (\$10.00), and other valuable consideration to GRANTOR paid by GRANTEES, receipt of which is acknowledged, does hereby grant an non-exclusive EASEMENT IN GROSS to GRANTEE forever, to have and to hold for all public uses traditionally made of a NON-EXCLUSIVE UTILITY EASEMENT for installation of an electric and telecommunications utility systems and the right of ingress and egress to construct, maintain, repair and replace facilities necessary over, under, above and through the following portion of Grantor's Property in Lake County, Florida, as depicted in the property sketch set forth in Exhibit "A" attached hereto and incorporated herein and more particularly described as follows:

A PORTION OF LAND LYING WITHIN THAT PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 5358, PAGE 1539, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID PROPERTY BEING IN BLOCK 92, OF THE OFFICIAL MAP OF THE CITY OF CLERMONT, FLORIDA, AS RECORDED IN PLAT BOOK 8, PAGES 17 THROUGH 23, INCLUSIVE, PUBLIC RECORDS OF LAKE COUNTY. FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 21.50 FEET OF THE WEST XXXX FEET OF THAT PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 5358, PAGE 1539, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

CONTAINING 243 SQUARE FEET, MORE OR LESS.

("Easement Property")

GRANTEE agrees that if GRANTEE disturbs GRANTOR's Property, GRANTEE will immediately return the disturbed property to its condition prior to disruption, at GRANTEE's sole cost.

Grantee shall not use, and shall not allow the use of, the Easement Property for any other use, other than for the purpose of constructing, reconstructing, operating, maintaining, inspecting, altering, connecting to, expanding, improving, repairing, and removing the electric and telecommunications utility systems (collectively referred to herein as the "Facilities"), over, upon, under, or across the Easement Property. Grantee shall not use the Easement Property for any unlawful purpose, shall not use the Easement Property in any way which will constitute a nuisance, shall not damage or cause waste to the Easement Property or Grantor's Property in any way, and shall not obligate Grantor in any way.

Grantee and its employees, agents, representatives, licensees, and invitees shall use the Easement Property at their own risk. Grantee hereby indemnifies and holds Grantor harmless from and against any and all claims arising out of, or related to, the use of the Easement Property by Grantee and its employees, agents, representatives, licensees, and invitees including claims for personal injury or property damages except for any claim arising solely out of, or related to, an intentional or negligent act of Grantor. Grantee hereby waives any right of recovery Grantor may have against Grantor for any damages resulting from bodily injury or property damage to Grantee arising from Grantee's use of the Easement Property. Provided, however, that the indemnification and hold harmless provision contained herein, shall not act as or be construed as a waiver of any sovereign immunity Grantee may enjoy as a matter of law.

Grantee shall not construct any improvements other than the Facilities or otherwise alter the Easement Property in any way, except for those actions necessary to maintain the Easement Property, without first receiving prior written consent from Grantor, or Grantor's successors or assigns. Grantee shall, at Grantee's sole expense, maintain the Easement Property in a similar condition as existed on the date this instrument is fully executed and maintain any improvements constructed thereon by Grantee. Grantee hereby indemnifies and holds Grantor harmless from and against any and all claims, including, without limitation, fines, penalties, costs, and expenses, and reasonable attorney fees of whatever kind or nature, arising from damages sustained, suffered or incurred by any third party as a result of Grantee's maintenance of, or failure to maintain, the Easement Property.

GRANTEE shall not improve or modify the Easement except as necessary for the intended use of the Easement for a public electric and telecommunications utility system. To the extent GRANTEE improves the Easement as provided herein, GRANTEE shall be responsible and liable for repairing and maintaining such utility line improvements on the Easement.

GRANTEE acknowledges and agrees that GRANTEE's use of the easement area except as to the rights granted hereunder, shall not unreasonably interfere or impede GRANTOR's use and the future development or redevelopment of GRANTOR's property referenced above. Reserving to the GRANTOR all rights not inconsistent with said easement, including reversion upon release.

The Easement shall automatically terminate and be extinguished without further action or notice to the parties if Grantee (i) abandons or ceases to use the Facilities for a period of no less than eighteen (18) consecutive months, or (ii) removes the Facilities from the Easement Property. The Easement may otherwise be terminated by recording a written agreement signed by the Parties, or their respective successors or assigns, in the public records of Lake County, Florida.

IN WITNESS WHEREOF, GRANTOR has hereunto set GRANTOR'S hands and seal the day and year first above written.

signed, sealed and delivered  
in the presence of:

By: \_\_\_\_\_  
836 W. Montrose, LLC  
Mark D. Manning, Manager

(Witness)

\_\_\_\_\_  
(Print Name) \_\_\_\_\_

\_\_\_\_\_, Florida \_\_\_\_\_

\_\_\_\_\_  
(Print Name) \_\_\_\_\_

\_\_\_\_\_, Florida \_\_\_\_\_

For recording use only



STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Mark D. Manning, as Manager of 836 W. Montrose, LLC on behalf of the company, who is personally known to me or has produced \_\_\_\_\_ as identification..

\_\_\_\_\_  
(Signature of Notary Public)

ACCEPTED BY the City of Clermont by action of the City Council at its meeting of:

\_\_\_\_\_  
City Manager, Brian Bulthuis

ATTEST:

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

Pursuant to Section 695.26 (3) (f), this instrument exempt from Chapter 695, F.S.: Prepared by and return to a Public Official: City Manager, City of Clermont, 685 W. Montrose Street; Clermont, Florida 34711

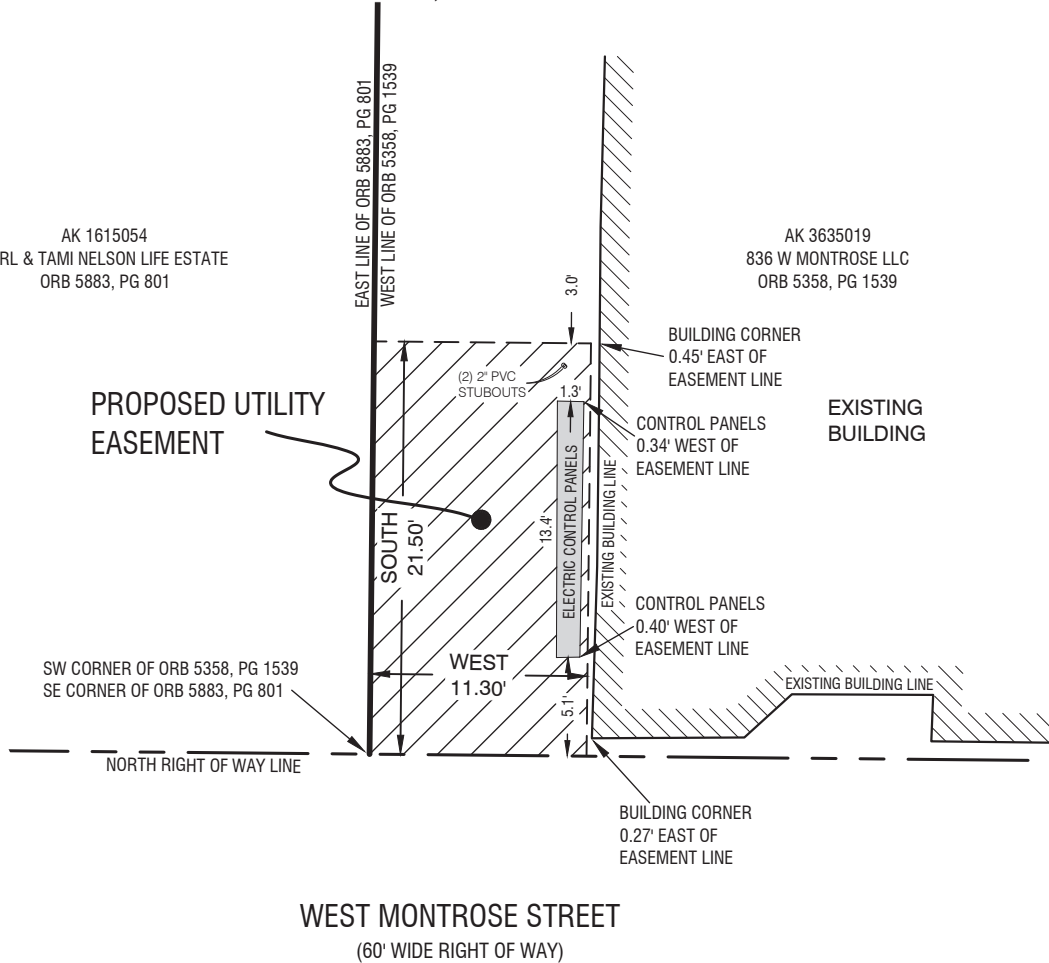
# SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)

Exhibit "A" to Public Utility Easement

BLOCK 92  
CITY OF CLERMONT  
PLAT BOOK 8, PAGES 17-23

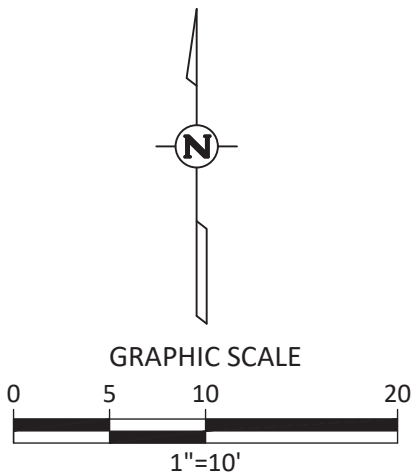
AK 1615054  
KARL & TAMI NELSON LIFE ESTATE  
ORB 5883, PG 801

AK 3635019  
836 W MONTROSE LLC  
ORB 5358, PG 1539



## LEGEND

- LB LICENSED BUSINESS
- PSM PROFESSIONAL SURVEYOR AND MAPPER
- AK ALTERNATE KEY
- PVC POLYVINYL CHLORIDE
- ORB OFFICIAL RECORDS BOOK
- PG PAGE



SHEET 2 OF 2

|             |                                                     |
|-------------|-----------------------------------------------------|
| CLIENT      | CITY OF CLERMONT                                    |
| JOB NO.     | 43826.326 PHASE 100                                 |
| ACAD FILE   | 43826.326 W Montrose St Clermont SOD for Util Easmt |
| DATE        | 05/08/2024                                          |
| CHECKED BY: | SMO                                                 |
| DRAWN BY:   | SMB                                                 |
| FIELD BOOK: | N/A                                                 |
| REVISIONS   | DATE                                                |
|             |                                                     |
|             |                                                     |
|             |                                                     |
|             |                                                     |
|             |                                                     |
|             |                                                     |

**SKETCH OF DESCRIPTION**  
SECTION 24, TOWNSHIP 22 SOUTH, RANGE 25 EAST  
LAKE COUNTY, FLORIDA.

**836 WEST MONTROSE STREET  
CLERMONT, FLORIDA  
UTILITY EASEMENT**





Clermont Academy of Dance

642

The Haute Beauty Clinic

836 W. Montrose

8th St

Cookie C  
Cookies • C  
68

thehe  
Vegetar

Th

798

The  
Crêp

Montrose St

The  
Ame

Sud's Saloon

The Southern on 8th

Hair By Heather S

835

Panel/Easement  
Location



W Montrose St

W Montrose St

W Montrose St

W Montrose St













# CITY OF CLERMONT

## AGENDA ITEM

Page 1 of 2

| <b>Meeting Date</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |               |                        |               |                            |             |                            |       |                         |       |                        |               |                            |       |                            |       |                            |       |      |      |      |      |      |      |             |             |             |             |             |             |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|------------------------|---------------|----------------------------|-------------|----------------------------|-------|-------------------------|-------|------------------------|---------------|----------------------------|-------|----------------------------|-------|----------------------------|-------|------|------|------|------|------|------|-------------|-------------|-------------|-------------|-------------|-------------|
| Tuesday, May 28, 2024                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |               |                        |               |                            |             |                            |       |                         |       |                        |               |                            |       |                            |       |                            |       |      |      |      |      |      |      |             |             |             |             |             |             |
| <b>Agenda Item Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |               |                        |               |                            |             |                            |       |                         |       |                        |               |                            |       |                            |       |                            |       |      |      |      |      |      |      |             |             |             |             |             |             |
| Piggyback Award<br><i>P-Card Services</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |               |                        |               |                            |             |                            |       |                         |       |                        |               |                            |       |                            |       |                            |       |      |      |      |      |      |      |             |             |             |             |             |             |
| <b>Requested Action</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |               |                        |               |                            |             |                            |       |                         |       |                        |               |                            |       |                            |       |                            |       |      |      |      |      |      |      |             |             |             |             |             |             |
| Requesting approval to piggyback the Pasco County term contract with JPMorgan Chase Bank, N.A. to acquire commercial card services.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |               |                        |               |                            |             |                            |       |                         |       |                        |               |                            |       |                            |       |                            |       |      |      |      |      |      |      |             |             |             |             |             |             |
| <b>Staff Report</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |               |                        |               |                            |             |                            |       |                         |       |                        |               |                            |       |                            |       |                            |       |      |      |      |      |      |      |             |             |             |             |             |             |
| <p>The Procurement Services Department recommends approval of the above action.</p> <p>The current agreement for commercial card services with Fifth Third Bank expires on September 30, 2024. The Procurement Director sought a contract from Pasco County to replace existing commercial card services, also known as P-cards. The Pasco County contract was obtained through a fully competitive solicitation and complies with the City of Clermont Procurement Policy. The award includes an initial five (5) year term from the effective date of the Pasco County agreement with an additional three (3) one-year renewals at the City's option. The contract start date will be the day the contract is executed by both parties and will terminate on August 7, 2028, plus subsequent renewal periods.</p> <p>This Pasco County contract with JPMorgan Chase will provide a much greater rebate than the current Fifth Third Bank contract (see below) and have efficiencies in consolidating monthly statements by staff. Some of these efficiencies include reducing or eliminating paper printing by conducting all approvals online, additional oversight software capabilities, not having to create requisitions in the financial system, and uploading transactions and scanned receipts to our financial software.</p> <p><b>Fifth Third Bank</b></p> <table border="1"> <thead> <tr> <th><u>Spending Levels</u></th> <th><u>Rebate</u></th> </tr> </thead> <tbody> <tr> <td>\$1,000,000 to \$2,249,999</td> <td>1.20%</td> </tr> <tr> <td>\$2,500,000 to \$9,999,999</td> <td>1.50%</td> </tr> <tr> <td>\$10,000,000 or greater</td> <td>1.65%</td> </tr> </tbody> </table> <p><b>JPMorgan Chase</b></p> <table border="1"> <thead> <tr> <th><u>Spending Levels</u></th> <th><u>Rebate</u></th> </tr> </thead> <tbody> <tr> <td>\$1,000,000 to \$3,999,999</td> <td>1.50%</td> </tr> <tr> <td>\$4,000,000 to \$6,999,999</td> <td>1.65%</td> </tr> <tr> <td>\$7,000,000 to \$9,999,999</td> <td>1.85%</td> </tr> </tbody> </table> <p>The table below shows a history of the rebates received in the past six years. The more expenses placed on the procurement card (p-card), the higher the rebate will be at the end of the calendar year.</p> <table border="1"> <thead> <tr> <th>2023</th> <th>2022</th> <th>2021</th> <th>2020</th> <th>2019</th> <th>2018</th> </tr> </thead> <tbody> <tr> <td>\$22,941.68</td> <td>\$44,796.61</td> <td>\$50,442.36</td> <td>\$62,066.56</td> <td>\$62,360.92</td> <td>\$61,238.75</td> </tr> </tbody> </table> |               | <u>Spending Levels</u> | <u>Rebate</u> | \$1,000,000 to \$2,249,999 | 1.20%       | \$2,500,000 to \$9,999,999 | 1.50% | \$10,000,000 or greater | 1.65% | <u>Spending Levels</u> | <u>Rebate</u> | \$1,000,000 to \$3,999,999 | 1.50% | \$4,000,000 to \$6,999,999 | 1.65% | \$7,000,000 to \$9,999,999 | 1.85% | 2023 | 2022 | 2021 | 2020 | 2019 | 2018 | \$22,941.68 | \$44,796.61 | \$50,442.36 | \$62,066.56 | \$62,360.92 | \$61,238.75 |
| <u>Spending Levels</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <u>Rebate</u> |                        |               |                            |             |                            |       |                         |       |                        |               |                            |       |                            |       |                            |       |      |      |      |      |      |      |             |             |             |             |             |             |
| \$1,000,000 to \$2,249,999                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 1.20%         |                        |               |                            |             |                            |       |                         |       |                        |               |                            |       |                            |       |                            |       |      |      |      |      |      |      |             |             |             |             |             |             |
| \$2,500,000 to \$9,999,999                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 1.50%         |                        |               |                            |             |                            |       |                         |       |                        |               |                            |       |                            |       |                            |       |      |      |      |      |      |      |             |             |             |             |             |             |
| \$10,000,000 or greater                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 1.65%         |                        |               |                            |             |                            |       |                         |       |                        |               |                            |       |                            |       |                            |       |      |      |      |      |      |      |             |             |             |             |             |             |
| <u>Spending Levels</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <u>Rebate</u> |                        |               |                            |             |                            |       |                         |       |                        |               |                            |       |                            |       |                            |       |      |      |      |      |      |      |             |             |             |             |             |             |
| \$1,000,000 to \$3,999,999                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 1.50%         |                        |               |                            |             |                            |       |                         |       |                        |               |                            |       |                            |       |                            |       |      |      |      |      |      |      |             |             |             |             |             |             |
| \$4,000,000 to \$6,999,999                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 1.65%         |                        |               |                            |             |                            |       |                         |       |                        |               |                            |       |                            |       |                            |       |      |      |      |      |      |      |             |             |             |             |             |             |
| \$7,000,000 to \$9,999,999                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 1.85%         |                        |               |                            |             |                            |       |                         |       |                        |               |                            |       |                            |       |                            |       |      |      |      |      |      |      |             |             |             |             |             |             |
| 2023                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 2022          | 2021                   | 2020          | 2019                       | 2018        |                            |       |                         |       |                        |               |                            |       |                            |       |                            |       |      |      |      |      |      |      |             |             |             |             |             |             |
| \$22,941.68                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$44,796.61   | \$50,442.36            | \$62,066.56   | \$62,360.92                | \$61,238.75 |                            |       |                         |       |                        |               |                            |       |                            |       |                            |       |      |      |      |      |      |      |             |             |             |             |             |             |

Due to a shift in having fewer P-card transactions and an increase in issuing payments by check, the rebates received each year have decreased. The rebate program from JPMorgan Chase, with its higher rebate percentage, will help to counteract the decline in the use of P-cards. The Procurement Services Director researched existing commercial card programs to analyze the best rebate program in conjunction with the software program that was easy to use and flexible enough to work with our existing financial software. It was found that JPMorgan Chase was the best option, and therefore, the Procurement Director recommended approval of the commercial card services piggyback agreement with JPMorgan Chase.

The use of piggyback contracts is allowed under the Procurement Policy, Section E.9, and is a procurement best practice that takes advantage of competitive pricing on a contract formerly bid by another government agency. The Procurement Services Department has determined that using piggyback contracts is advantageous and in the City's best interest to reduce administrative time and expense while providing favorable pricing. Approval of this contract does not commit the City to purchases or require that the contract be utilized. Purchases associated with piggyback contracts are budgeted by each department. The estimated annual value does not represent the budgeted amount by a department.

#### Additional Analysis

#### Fiscal Impact Summary

There is no fiscal impact.

#### Fiscal Impact

#### Fund Number and Description

#### Available Budget Amount

#### Exhibits Attached (copies of original agreements)

- |    |                          |                              |
|----|--------------------------|------------------------------|
| 1. | Pasco County Agreement   | Pasco County Agreement.pdf   |
| 2. | P-Card Rebate Comparison | P-Card Rebate Comparison.pdf |

APPROVED  
IN SESSION

AUG 08 2023

PASCO COUNTY  
BCC

## MASTER COMMERCIAL CARD AGREEMENT

Version 2.4

This Master Commercial Card Agreement, which comprises the Master Terms together with any exhibits and Local Schedules attached thereto, as amended, supplemented or replaced from time to time (the "**Master Agreement**"), is made and entered into as of Aug 8, 2023 (the "**Effective Date**") and sets forth the terms and conditions under which JPMorgan Chase Bank, N.A. or one or more of its Affiliates ("**Bank**") shall provide commercial card services to **Pasco County, a political subdivision of the state of Florida, by and through its Board of County Commissioners ("Client")** who executes this Master Agreement. Client and Bank may be referred to in this Master Agreement individually as "**Party**" and collectively as the "**Parties**". For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Client and Bank hereby agree as follows:

### MASTER TERMS

#### 1. Definitions

Each capitalized term used in this Master Agreement shall have the following defined meanings set forth below or as otherwise set forth herein.

**Account** means each account established in the name of Client pursuant to this Master Agreement.

**Affiliate** means i) a Pasco County, FL Constitutional Office; or ii) an entity controlling, controlled by, or under common control with, directly or indirectly, a Party to this Master Agreement. For this purpose, one entity "controls" another entity if it has the power to direct the management and policies of the other entity (for example, through the ownership of voting securities or other equity interest, representation on its board of directors or other governing body, or by contract).

**Applicable Law** means all federal, state, county and other local laws, statutes, regulations, rules, executive orders, supervisory requirements, licensing requirements, export requirements, directives, circulars, decrees, interpretive letters, guidance or other official releases of or by the United States government and/or State of Florida government, any authority, department or agency thereof, or any regulatory or self-regulatory organization that apply to a Party's obligations under the Master Agreement.

**Business Day** means a day on which Bank is open for business as identified in the applicable Local Schedule, see attached Exhibit B.

**Card** means a Network-branded card that is issued to Cardholders by Bank upon the request of Client and approval by Bank, and includes any plastic card bearing a card number and accounts and card numbers with no associated plastic card, which includes Virtual Card Accounts.

**Card Request** means a written or electronic transmittal from Client, requesting Bank to issue a Card(s).

**Cardholder** means: (A) an individual in whose name a Card is issued upon proper request by Client, and (B) any person or entity authorized by Client or named Cardholder by Client to use a Card.

**Cardholder Agreement** means documentation provided by Bank to Client or Cardholder governing use of a Card by such Cardholder Agreement, as may be modified from time to time after notification to the client, attached hereto as Exhibit D.

**Cardholder Credit Limit** means the maximum spending limit established in relation to a Cardholder.

**Corporate Liability** means, to the extent provided by Applicable Law and without waiving any immunities as provided by law, Client is solely liable for the Transactions, subject to the Master Agreement and any Cardholder Agreement.

**Credit Card Network or Network** means either MasterCard International, Inc. or Visa U.S.A., Inc., as applicable. The Guide to Visa U.S.A. benefits are attached hereto as Exhibit C.

**Credit Limit** means the maximum spending limit established for Client in connection with the Program.

**Cycle** means the monthly period ending on the same day each month or, if that day is not a Business Day, then the following Business Day or preceding Business Day, as systems may require, or such other period as Bank may specify.

**Fraudulent Transactions** means transactions made on a Card or Account by a person, other than Client or Cardholder, who does not have actual, implied or apparent authority for such use, and which Cardholder or Client receives no direct or indirect benefit.

**Joint and Several Liability** means, to the extent provided by Applicable Law and without waiving any immunities provided for under the law, Client and Cardholder are jointly and severally liable for the Transactions, subject to the Master Agreement, and the Cardholder Agreement.



**Local Schedule** means a schedule to this Master Agreement which sets forth the terms and conditions applicable to the commercial card Programs provided to Client in a particular geographic region or country. See Exhibit B

**Marks** means the name, trade name, and all registered or unregistered service marks of Client, the Network and Bank.

**Program** means the commercial card system composed of Accounts, Card-use controls, reports to facilitate purchases of and payments for business goods and services, and related services, all as established in connection with the Master Agreement.

**Systems** means the systems through which Client can access Account and Transaction data and reports.

**Tax** means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any related penalty or interest).

**Tax Deduction** means a deduction or withholding for or on account of Tax from a payment under the Master Agreement.

**Transaction** means a purchase, a cash advance, fees, charges or any other activity charged to an Account in respect of a Card.

**Virtual Card Account or Single-Use Account** means a one-time virtual card number generated for a single transaction.

## 2 Certain Bank Services

- A. Subject to prior financial, risk management and compliance approvals by Bank, Bank shall establish Accounts in the name of Client and, where applicable, issue Cards to employees and authorized representatives of Client who are approved by Bank and are designated and authorized by Client to incur legitimate business expenses on Client's behalf. Any balance outstanding associated with an Account for which a corporate liability waiver is requested shall become immediately due and payable.
- B. Extension of Program. Upon Client's submission of a request from time to time in the form required by Bank and following Bank's agreement to do so, Bank will extend the Program to Client's Constitutional Offices. Client is responsible as principal obligor for all obligations under the Master Agreement (including, without limitation, as principal obligor with respect to all payment and other obligations as the same relate to its Constitutional Offices and their respective Cardholders and **waives** any defenses or offsets available to such Constitutional Offices). Client shall cause each of its Constitutional Offices and their respective Cardholders to comply with the Master Agreement.
- C. Notwithstanding the foregoing, Bank shall not be obligated to provide any Account to Client or Client's Constitutional Offices or any Card to an employee or authorized representative of Client or Client's Constitutional Offices or to process any transactions in violation of any limitation or prohibition imposed by Applicable Law, including, but not limited to, the regulations issued by the U.S. Department of Treasury's Office of Foreign Assets Control ("**OFAC**").
- D. Receipt Image Services. For purposes of this section, "**Receipt Image Services**" means the optional services provided through Bank to allow Client the ability to attach and maintain image(s) of receipt(s) on the System, and "**Receipt Image(s)**" means an image of a receipt produced by a Transaction through use of Accounts and maintained on the System. Receipt Images will be stored and made available to Client through use of the System. In order to make Receipt Images available through the System, Client shall first attach to the System images of Client's receipts through use of its own devices. Client is responsible for verifying the accuracy of the image of its receipts and any other information uploaded and entered into the System. Client shall ensure that the information contained in the image of the receipt accurately reflects the applicable Transaction. Receipt Images will be made available online through the System for a maximum of thirty-six (36) months ("**System Image Accessibility Period**"). The System Image Accessibility Period includes the month of the Transaction Date. Bank may, in its sole and absolute discretion, reject Receipt Images provided by Client to be posted on the System. In addition, Bank may suspend Client's use of the Receipt Image Service at any time without prior notice to Client.

## 3. Obligations of Client

In connection with the Program, Client shall:

- A. Submit Card Requests in the form and via the method required by Bank, which is pursuant to the application and subject to change from time to time upon notice to the client. Client shall not give, nor cause or permit to be given, any Card to a Cardholder before the Cardholder application process defined by Bank is completed.
- B. Notify each Cardholder at the earliest opportunity: (i) that Cards are to be used only for Client's business purposes; (ii) of the Cardholder Credit Limit and any other applicable limit; (iii) of Bank suspending a Card or refusing to issue any further Cards, closing an Account, or ending the Cardholder Agreement; (iv) of revisions to any guide to the use of Cards (if applicable); and (v) of the extent, if any, to which Bank will provide Transaction and Account information to third Parties at Client's request.
- C. Use commercially reasonable efforts: (i) to safeguard Accounts using reasonable security procedures; (ii) ~~where~~ applicable, to maintain a process ensuring timely and accurate reimbursement of all Transactions to its Cardholders; (iii) not to exceed the Credit Limit; (iv) to collect and destroy any Cards which are no longer required; and (v) to the extent that Cardholder Agreements and Cardholder documentation are provided, cause Cardholders to comply with the Cardholder Agreements and Cardholder documentation.

- D. If not previously provided to the actual and prospective Cardholder by Bank, provide to each actual and prospective Cardholder, in accordance with Bank's instructions, Cardholder documentation supplied by Bank, as may be provided to Client from time to time upon notice to the client.
- E. Immediately notify Bank: (i) of any Card or any Account which is no longer required; and (ii) by phone of any Card that Client knows, or suspects has been lost, stolen, misappropriated, improperly used or compromised. In connection with Client's notifications obligations described herein and notwithstanding anything to the contrary contained in this Master Agreement:
- i. Liability for Fraudulent Transactions Following Notification. Client shall not be liable for any Fraudulent Transactions made on a Card under any Account after the effective time of such notification to Bank of such Fraudulent Transaction.
  - ii. Liability for Fraudulent Transactions Prior to Notification. Subject to the terms and conditions contained in subsection (iii) below, Client shall not be liable for Fraudulent Transactions made on a Card under any Account prior to the effective time of such notification to Bank of such Fraudulent Transactions.
  - iii. Bank reserves the right, in its sole and absolute discretion, to hold Client liable for Fraudulent Transactions should Bank determine that, subsequent to implementation of Client's Program and at the time that the Fraudulent Transaction occurred, Client failed to operate its Program in accordance with the following fraud reduction requirements:
    - a. Client must block required high risk merchant category codes ("MCCs") identified by Bank and presented to Client, attached hereto as Exhibit E, and
    - b. Client must maintain reasonable security precautions and controls regarding the dissemination, use and storage of Account and Transaction data; and
    - c. Client must comply with all other requirements as Bank may reasonably require from time to time and provided to Client in writing and with a reasonable amount of time to comply.
- If Client fails to comply with its obligations described in this subsection (iii), and Bank determines Client to be liable for Fraudulent Transactions, Bank will either: (1) invoice Client for the amount of such Fraudulent Transaction minus any amounts collected, or (2) deduct the amount of such Fraudulent Transaction amount from Client's rebate.
- F. Notify Bank of any Transaction that Client disputes as soon as practicable after the last day of the Cycle during which such Transaction is charged to Client, and in any event within sixty (60) calendar days of the last day of the Cycle. Should the sixty day fall on a date that is not a Business Day as set forth in the Local Schedules, Attached as Exhibit B, Client shall have until the next available Business Day to notify the Bank. Notification shall be in writing via U.S. Mail or via electronic mail to the Bank. Client shall use commercially reasonable efforts to assist in obtaining reimbursement from a merchant. Client or, subject to any Cardholder Agreement and in the case of Cards under any Joint and Several Liability Accounts, the Cardholder, shall not be relieved of liability for any disputed Transaction if the charge-back is rejected in accordance with the applicable Network's charge-back policy. Bank shall not be liable to Client where notice is received after such sixty (60) calendar day period unless specified in the Local Schedule, attached as Exhibit B. Client shall not make a claim against Bank or refuse to pay any amount because Client or the person using the Card may have a dispute with any merchant.
- G. Provide any required notification as set forth in this Master Agreement or obtain authorization under applicable privacy or data protection legislation.
- H. Unless previously provided to Bank, obtain and provide to Bank such information as Bank may reasonably request, for the purposes of investigating the identity of an actual or prospective Card holder or Client or the identity or financial condition of Client, evidencing authority for Card issuance requests, and assisting in any review of Bank by a regulator with relevant jurisdiction. Any information provided by Client to Bank shall be, to the best of Client's knowledge, information and belief, accurate and complete in all material respects.
- I. Make payments for all Transactions posted to Accounts, except for Fraudulent Transactions, subject to Section 3.E., no later than the payment date (the "Payment Date"), as specified in the periodic statement. In the event that Client makes payments other than as contemplated by the periodic statement. Bank may require, and Client shall provide, such documentation as reasonably required by Bank to reconcile such payments to the amounts stated as due in the periodic statement by the Payment Date. Any amount due which is not received by the Payment Date shall be subject to the late fees as set out in Exhibit A to the Master Agreement. If collection is initiated by Bank, Client shall be liable for payment of Bank's reasonable attorneys' fees and other costs and expenses of collection.
- J. In the case of Corporate Liability Programs, to the extent provided by law and without waiving any immunities, be solely liable for all Transactions and Client's obligations shall be enforceable regardless of the validity or enforceability of a Cardholder's obligations. In the case of any Joint and Several Liability Account, Client shall pay Bank, within ten (10) calendar days of written notice, for any Transactions not paid by a Card holder within one hundred and twenty (120) calendar days of the first billing in respect of the relevant Transaction.

- K Unless otherwise provided to Bank, provide Bank with such financial statements and other related information annually, or as otherwise requested by Bank in form and in such detail as Bank may reasonably request.
- L Use commercially reasonable efforts to ensure that such applicants to whom it requests Bank to issue Cards and whom Client authorizes to use the Cards are not identified on a prohibited government sanctions list, or otherwise subject to a sanctions program applicable to Client.

#### **4. Credit Limits and Certain Bank Rights**

- A Bank may establish a Credit Limit and Cardholder Credit Limit and may establish other limits from time-to-time. The establishment of a limit does not prevent such limit from being exceeded and, subject to the Master Agreement, Client is responsible for all amounts including such amounts that exceed a limit.
- B Bank may at any time: (i) increase or decrease any Credit Limit or the Cardholder Credit Limit or any other limit in connection with any Card or any Account or the Program; (ii) refuse to authorize Transactions; (iii) vary the payment terms, or require the provision of security or additional security; (iv) suspend or terminate any Card or any Account; (v) decline to open any Account; or issue any Card or (vi) require MCC authorization restrictions in connection with a Program; (vii) apply or offset any credit balance hereunder to the payment when due of any amount owing under this Master Agreement; (viii) offset any obligation of Client to Bank under this Master Agreement or otherwise against any obligation Bank owes to Client.

#### **5. System Access**

- A Client shall adhere to all applicable license agreements, security procedures, and terms and conditions regarding the System, which are viewable upon logging into the System as a link under 'PaymentNet Terms and Conditions', 'Privacy Policy' and 'Security Best Practices' at [www.PaymentNet@JPMorgan.com](http://www.PaymentNet@JPMorgan.com).
- B Client agrees that any access, Transaction, or business conducted on the System is presumed by Bank to have been in Client's name for Client's benefit, unless otherwise notified by the Client of unauthorized use.
- C Except for unauthorized use by a Bank employee, Client is solely responsible for the genuineness and accuracy of all instructions, messages and other communications received by Bank from the Client via the System. Bank may rely and act upon all Client instructions and messages issued with valid credentials.
- D From time to time, Bank may suspend the System when Bank considers it necessary to do so (including, without limitation, for maintenance or security purposes). Bank will use reasonable efforts to provide Client with notice prior to the suspension.

#### **6. Representations and Warranties**

Each Party represents, warrants and covenants that it will comply with Applicable Laws in connection with the performance of its obligations under the Master Agreement. Each Party represents and warrants that this Master Agreement constitutes a legal, valid and binding obligation enforceable in accordance with its terms, and that execution and performance of the Master Agreement: (A) does not breach any agreement of such Party with any third party, (B) does not violate any law, rule, or regulation, or any duty arising in law or equity applicable to it, (C) are within its organizational powers, and (D) has been authorized by all necessary organizational action of such Party and validly executed by a person(s) authorized to act on behalf of such Party. Client also represents, warrants and covenants that it will use its commercially reasonable efforts to ensure that the Accounts and the Cards shall only be used for Client's business purposes. Client also represents and warrants that it will use commercially reasonable efforts to ensure that such applicants to whom it requests Bank to issue Cards to and whom Client authorizes to use the Cards/Accounts are not identified on a prohibited government sanctions list, are not located or resident in a sanctioned country, or otherwise subject to a sanctions program applicable to Client. Bank reserves the right to terminate the Master Agreement and/or cancel any of the Accounts at any time if Bank determines that a Card has been issued to a person residing in a sanctioned jurisdiction or where the Cardholder's name, or the name of an individual authorized to use a Card/Account, appears on a government sanctions list applicable to Client or Bank. EXCEPT AS SET FORTH IN THIS MASTER AGREEMENT OR IN ANY LOCAL SCHEDULE, NEITHER PARTY MAKES ANY OTHER REPRESENTATIONS AND WARRANTIES WHETHER EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### **7. Fees and Charges**

Bank may change the fees and charges payable by Client at any time, provided that Bank notifies Client at least thirty (30) days prior to the effective date of the change or such other period as is specified in the applicable Local Schedule. Bank's periodic statements represent the official record of amounts due and owing by Client to Bank regardless of the method(s) by which Client elects to receive invoice information from Bank (e.g., in electronic form, mappers or other methods). Client acknowledges that it has an obligation to verify and reconcile its payment obligations to Bank's periodic statements. Client and Bank agree that all periodic statements shall be sent or made available electronically unless otherwise agreed to in writing. Client specifically agrees to the delivery and receipt of or access to such electronic periodic statements.

## 8. Term and Termination

- A. This Master Agreement shall commence as of the Effective Date and continue in full force and effect for a period of five (5) years unless otherwise terminated in accordance with the terms of this Section 8. Thereafter this Master Agreement may be renewed for up to three (3) one year terms if mutually agreed to in writing by both parties.
- B. Either Party may terminate this Master Agreement for any or no reason upon sixty (60) calendar days prior written notice to the other Party.
- C. Either Party may terminate this Master Agreement immediately upon the occurrence of one or more of the following events: (i) the other Party's violation of Applicable Law, (ii) the liquidation, insolvency or dissolution of the other Party, (iii) the voluntary or involuntary filing of bankruptcy proceedings or similar proceedings with respect to the business of the other Party, or (iv) with the exception of a payment obligation, a Party's breach of a material obligation under this Master Agreement that is not cured within thirty (30) calendar days following receipt of written notice of the breach from the non-breaching Party.
- D. In addition, Bank may immediately (a) terminate this Master Agreement, (b) terminate one or more services provided for in this Master Agreement, and/or (c) terminate one or more Cards upon the occurrence of one or more of the following events: (i) Client fails to remit any payment in accordance with the terms of this Master Agreement, (ii) there is a default by Client or its parent, subsidiary or affiliate in the payment of any debt owed to Bank or a Bank-related entity under any agreement, (iii) there is a material adverse change in the business, operations or financial condition of Client, or (iv) any representation or warranty made by the Client or any financial statement or certificate furnished to Bank, shall prove to be inaccurate, false or misleading in any material respect when made.
- E. This Master Agreement shall terminate immediately upon the termination of all Accounts issued pursuant to this Master Agreement.
- F. In the event of termination of this Master Agreement by Bank in accordance with Section 8.C or Section 8.D above, Client shall immediately pay all amounts owing under the Agreement, without set-off or deduction.
- G. In the event of termination of the Master Agreement for any reason other than by Bank in accordance with Section 8.C or 8.D above, Client shall pay all amounts due and owing under this Master Agreement in accordance with the settlement terms of the Program, without set-off or deduction.
- H. Upon termination of this Master Agreement for any reason, Client shall promptly destroy all physical Cards furnished to Cardholders.
- I. Client (upon notice to Bank) may suspend or terminate any Account or any Card under any Account at any time and for any reason.
- J. After this Master Agreement or any Local Schedule terminates or expires, the terms of this Master Agreement that expressly or by their nature contemplate performance after termination or expiration will survive and continue in full force and effect. Notwithstanding anything to the contrary contained in this Section 8, the provisions of this Master Agreement shall remain in effect until all Cards and Accounts have been cancelled.

## 9. Limitation of Liability

- A. In the event of litigation, either party shall be liable only for actual damages which the other client suffers or incurs as a direct result of negligence or wilful misconduct of the other and shall not be liable for any other loss or damage of any nature.
- B. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY EXEMPLARY, PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR THE LIKE, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, EACH OF WHICH ARE EXPRESSLY EXCLUDED BY AGREEMENT OF THE PARTIES HEREIN REGARDLESS OF WHETHER SUCH DAMAGES WERE REASONABLY FORESEEABLE AND WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 10. Confidentiality

Except as expressly provided in this Master Agreement, all information furnished by either Party in connection with this Master Agreement, the Program or Transactions shall be kept confidential. The foregoing obligation shall not apply to information that: (A) is already lawfully known when received without an obligation of confidentiality other than under this Master Agreement, (B) is or becomes lawfully obtainable from other sources who are not under a duty of confidentiality, (C) is in the public domain when received or thereafter enters the public domain through no breach of this Section; (D) is developed independently by the receiving Party without use of the disclosing Party's confidential information; (E) is in an aggregate form non-attributable to the disclosing Party; (F) is required to be disclosed to, or in any document filed with, the U.S. Securities and Exchange Commission (or any analogous body or any registrar of companies or other organizations in any relevant jurisdiction), banking regulator, or any other governmental agencies, (G) is required by Applicable Law, including but not limited to the Florida Public Records Act to be disclosed and notice of such disclosure is given (when legally permissible) to the disclosing Party, or (H) may be disclosed as provided in the Cardholder Agreement or other Cardholder-related documentation. Notice under (G), when practicable and not

an impediment to fulfilling the requirements of the law, shall be given sufficiently in advance of the disclosure to permit the other Party to take legal action to prevent disclosure. Bank may also disclose confidential information to service providers, the Networks, and any other authorized third parties in connection with Bank's provision of Program services; provided, that these authorized third parties are subject to obligations of confidentiality at least as restrictive as those set forth in this Section 1Q

## 11. Miscellaneous

- A. Except as otherwise mutually agreed, neither Party shall use the Marks of the other Party without its prior written consent. If Client elects to have its Marks embossed on the Cards or provide them to Bank for other uses, Client hereby grants Bank a non-exclusive limited license to use the Marks for the foregoing purposes.
- B. If any provision of this Master Agreement is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the Parties set forth in this Master Agreement. The failure of either Party hereto to enforce any right or pursue any remedy hereunder shall not be construed to be a waiver thereof.
- C. Bank and Client will at all times be independent contractors. In furtherance of the Parties' mutual interests in this Master Agreement, no third party will be deemed an intended or unintended beneficiary of this Master Agreement. This Master Agreement is enforceable only between the Parties hereto and shall not be subject to any actual or implied right or obligations of, or commitment to, any third party without the prior written consent of either Party.
- D. In the regular course of business, Bank may monitor, record and retain telephone conversations made or initiated to or by Bank from or to Client or Cardholders. The Bank shall notify Client or Cardholder when any such action is occurring.
- E. This Master Agreement shall be binding upon and inure to the benefit of Client and Bank and their respective successors and permitted assigns. This Master Agreement, or any of the rights or obligations hereunder, may not be assigned by either Party without the prior written consent. Notwithstanding the foregoing, the Bank may assign any of its rights or obligations hereunder to any subsidiary or affiliate of its parent company without consent of Client.
- F. This Master Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior or contemporaneous proposals, understandings, representations, negotiations, and agreements of any kind, whether written, oral, expressed or implied, relating to the subject matter thereof. This Master Agreement may be amended or waived, subject to Applicable Law, only by notice to Client in writing from Bank.
- G. This Master Agreement may be signed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were upon the same document. Facsimile signatures shall have the same force and effect as the original.

## H SECTION INTENTIONALLY DELETED

- I. Unless Client provides Bank with a valid applicable exemption certificate or other proof of exemption, Client will pay or reimburse Bank upon demand for any taxes, levies, imposts, deductions, charges, stamp, transaction and other duties and withholdings (together with any related interest, penalties, fines, and expenses) in connection with the Master Agreement, any Account or any Transactions, except if imposed on the overall net income of Bank. If a Tax Deduction is required by law, the amount of the payment due to Bank from Client will be increased to an amount which (after making the Tax Deduction) leaves an amount equal to the payment which would have been due to Bank if no Tax Deduction had been required.
- J. Neither Bank nor Client shall be liable for any loss or damage to the other for its failure to perform or delay in the performance of its obligations under this Master Agreement, if such non-performance or delay is caused directly or indirectly by an act of God, act of governmental authority, de jure or de facto, legal constraint, war, terrorism, catastrophe, fire, flood or electrical, computer, mechanical or telecommunications failure, or failure of any agent or correspondent, or unavailability of a payment system, or other natural disaster or any cause beyond its reasonable control.
- K. Any disputes between the Parties hereto concerning this Master Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to choice of law provisions thereof. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HEREBY WAIVES ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING OF ANY KIND ARISING OUT OF, BY REASON OF, OR RELATING TO THIS AGREEMENT, THE INTERPRETATION THEREOF OR TO ANY TRANSACTIONS HEREUNDER. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY THE PARTIES.
- L. Client acknowledges that Bank prohibits the use of Cards under any Accounts to conduct transactions (including, without limitation, the acceptance or receipt of credit or other receipt of funds through an electronic funds transfer, or by check, draft or similar instrument or the proceeds of any of the foregoing) that are related, directly or indirectly, to unlawful internet gambling. The term "unlawful internet gambling," as used here, shall have the meaning as set forth in 12 C.F.R. Section 233.2(bb).
- M. Certain services may be performed by Bank or any affiliate, including affiliates, branches or units located in a country in which Bank conducts business or has a service provider. Client authorizes Bank to transfer Client information to such

affiliates, branches or units at such locations as Bank deems appropriate. Bank reserves the right to store, access, or view data in locations it deems appropriate for the services provided.

- N. All notices and other communications required or permitted to be given under this Master Agreement shall be in writing except as otherwise provided herein, and shall be effective on the date on which such notice is actually received by the Party to which it is addressed. All notices may be sent to the Client by ordinary mail, electronic transmission, or through internet sites, at the address of the Client provided to the Bank. Unless otherwise arranged, all notices to the Bank must be sent to the Client's relationship manager or program coordinator team managing the relationship or to any other address notified by the Bank to the Client in writing from time to time, and may be sent by ordinary mail, or by electronic transmission.
- O. If any credit arises on an Account with respect to a Card (for example as a result of a duplicate payment, merchant refund or refund for a disputed transaction), Bank will apply the credit to offset any amount owed to Bank, either then or at any later time, under this Master Agreement. Bank may at its option pay it to the relevant Cardholder or Client using any method chosen by Bank.

**IN WITNESS WHEREOF**, the Parties have caused this Master Agreement to be executed by their duly authorized representatives as of the Effective Date.

JPMORGAN CHASE BANK, N.A.

By: John T. McAuley

Name: JOHN T. MCAULEY

Title: AUTHORIZED OFFICER

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**Client Authorization:** The undersigned is an officer, member, manager, director, managing partner, or general partner (or person authorized to represent the foregoing), as applicable, of Client, authorized to bind Client to enter into and to perform its obligations under this Master Agreement. The undersigned certifies to Bank that the governing body of Client has taken an appropriate and binding measure authorizing Client to enter into and perform its obligations under this Master Agreement and that appropriate and binding measure was (a) adopted in accordance with, as applicable, all requirements of law and Client's organizational or constituent documents, (b) have been entered into the minute books or records of Client, and (c) are now in full force and effect. Client shall provide to Bank immediately upon demand conclusive evidence of the authorizations described above in the form of an agenda item and minutes of the Board of County Commissioner meeting reflecting the vote taken.

**PASCO COUNTY, FLORIDA, through its Board of County Commissioners**

By: Jack Mariano

Name: Jack Mariano

Title: Chairman of the Board of County Commissioners

APPROVED  
IN SESSION

AUG 08 2023

PASCO COUNTY  
BOC

Note: The legal name of any member, managing member or general partner who is signing but is not an individual person must appear in the signature block.

**Client Attestation:** The undersigned constitutional officer, the Pasco County Clerk of Courts and Comptroller who acts as Clerk to the Board of County Commissioners, hereby certifies that the Chairman signing above on behalf of Client has been duly authorized to bind Client and to enter into and perform its obligations under this Master Agreement and that the person signing above on behalf of Client, whose execution of this Master Agreement was witnessed by the undersigned, is an constitutional officer of Client possessing authority to execute this Master Agreement. Client shall provide to Bank immediately upon demand conclusive evidence of the authorizations described above.

By: Nichole Alvarez-Sowles

Name: Nichole Alvarez-Sowles

Title: Pasco County Clerk & Comptroller

Note: The person signing the attestation shall be someone different from the person signing above on behalf of Client.



## EXHIBIT A to the Master Terms FEES & INCENTIVES

1. **DEFINITIONS.** Capitalized terms herein that are not otherwise specifically defined herein shall have the same meanings as set forth in the Agreement.

**"Average File Turn"** has the meaning given to it in Section 3.A.i .

**"Combined Net Charge Volume"** means the sum of U.S. Net Charge Volume and U.S. Net Virtual Card Charge Volume.

**"Combined Total Charge Volume"** means the sum of U.S. Total Charge Volume and U.S. Total Virtual Card Charge Volume.

**"Contract Year"** means a 12-month period beginning on the Effective Date of this Agreement or any anniversary of such date.

**"Credit Losses"** means all amounts due to Bank in connection with any and all Cards or Accounts that Bank has written off as uncollectible, excluding amounts due in respect of Fraudulent Transactions.

**"Discount Interchange Rate Transactions"** means transactions made on any and all Cards or Accounts with either an interchange rate below 2.00% under applicable Credit Card Network rules or a Supplier Fee below 2.00%. Those Transactions include but are not limited to Large Ticket Transactions, level 3 Transactions, MasterCard and Visa Partnership programs, and any other programs entered into by the Networks, Client, merchants, Bank, or others whereby the parties to those programs have agreed to interchange rates or Supplier Fees below 2.00% for certain transactions.

**"Discount Interchange Rate Transaction Volume"** means total Discount Interchange Rate Transactions made on any and all Cards or Accounts, net of returns, cash advances, convenience check amounts and Fraudulent Transactions. **Discount Interchange Rate Transaction Volume** is comprised of two categories based on either the interchange rate or Supplier Fee of each transaction as follows:

- **"Discount Interchange Transaction Volume Category 1"** covers all **Discount Interchange Rate Transaction Volume** with interchange rate or Supplier Fee at or above 1.00% (interchange rate or Supplier Fee from 1.00% - 1.99%).
- **"Discount Interchange Transaction Volume Category 2"** covers all **Discount Interchange Rate Transaction Volume** with interchange rate or Supplier Fee below 1.00% (interchange rate or Supplier Fee from 0.00% - 0.99%).

**"Fraudulent Transactions"** means transactions made on a Card or Account by a person, other than Client or Cardholder, who does not have actual, implied, or apparent authority for such use, and which the Cardholder or Client receives no direct or indirect benefit.

**"J.P. Morgan Virtual Connect Network"** means Bank's proprietary payments technology platform to which merchants may register to receive payment from Client in connection with Client's Program(s).

**"Settlement Terms"** means the combination of the number of calendar days in a billing Cycle and the number of calendar days following the end of a billing Cycle to the date the payment is due. Settlement Terms are expressed as X & Y, where X is the number of calendar days in the billing Cycle and Y is the number of calendar days following the end of a billing Cycle to the date the payment is due.

**"Supplier Fee" or "Merchant Transaction Fee Rate"** means the fee established by Bank, in its sole discretion, payable by merchant accepting payment from Client for Transactions made through the J.P. Morgan Virtual Connect Network.

**"U.S. Net Charge Volume"** means total charges made on any and all U.S. dollar issued Cards or Accounts, net of returns, cash advances, convenience check amounts and Fraudulent Transactions. U.S. Net Charge Volume does not include any Discount Interchange Rate Transaction Volume or U.S. Net Virtual Card Charge Volume.

**"U.S. Net Virtual Card Charge Volume"** means total charges made on any and all U.S. dollar issued Virtual Card Accounts, net of returns, cash advances and Fraudulent Transactions. U.S. Net Virtual Card Charge Volume does not include any Discount Interchange Rate Transaction Volume.

**"U.S. Total Charge Volume"** means the sum of U.S. Net Charge Volume and Discount Interchange Rate Transaction Volume associated with the U.S. Purchasing Card Program(s).

**"U.S. Total Virtual Card Charge Volume"** means the sum of U.S. Net Virtual Card Charge Volume and Discount Interchange Rate Transaction Volume associated with the U.S. Virtual Card Account Program(s).

## 2 REBATES

### A Volume Rebate

Bank will pay Client a rebate based on the annual Combined Total Charge Volume achieved according to the following schedule. The rebate will be calculated as the Volume Rebate Rate (as determined according to the following schedule) multiplied by the annual Combined Net Charge Volume, subject to the rebate adjustments below.

| Combined<br>U.S. Purchasing Card and U.S. Virtual Card Programs |                                                                                                |
|-----------------------------------------------------------------|------------------------------------------------------------------------------------------------|
|                                                                 | Volume Rebate Rate applied to annual Combined Net Charge<br>Volume by Program Settlement Terms |
| Annual Combined Total Charge Volume at or above:                | Settlement Terms @30 & 14                                                                      |
| \$1,000,000                                                     | 1.50%                                                                                          |
| \$4,000,000                                                     | 1.65%                                                                                          |
| \$7,000,000                                                     | 1.75%                                                                                          |
| \$10,000,000                                                    | 1.85%                                                                                          |
| \$12,500,000                                                    | 1.88%                                                                                          |
| \$15,000,000                                                    | 1.90%                                                                                          |
| \$17,500,000                                                    | 1.93%                                                                                          |
| \$20,000,000                                                    | 1.95%                                                                                          |
| \$25,000,000                                                    | 2.00%                                                                                          |
| \$30,000,000                                                    | 2.01%                                                                                          |
| \$35,000,000                                                    | 2.02%                                                                                          |
| \$40,000,000                                                    | 2.03%                                                                                          |
| \$45,000,000                                                    | 2.04%                                                                                          |
| \$50,000,000+                                                   | 2.05%                                                                                          |

### B Discount Interchange Rate Transaction Rebate

Should Client achieve the minimum annual Combined Total Charge Volume required to earn a Volume Rebate as stated above, Bank will pay Client a rebate based on annual Discount Interchange Rate Transaction Volume associated with each Program. The rebate will be calculated as the Discount Interchange Transaction Rebate Rate (with categories as determined according to the following schedule) multiplied by the annual Discount Interchange Rate Transaction Volume for each respective category associated with each Program, subject to the rebate adjustments below.

| Combined<br>U.S. Purchasing Card and U.S. Virtual Card Programs |                           |
|-----------------------------------------------------------------|---------------------------|
| Discount Interchange Rebate Rate Categories                     | Settlement Terms @30 & 14 |
| Category 1                                                      | 0.95%                     |
| Category 2                                                      | 0.15%                     |

## 3 REBATE ADJUSTMENTS

### A Average File Turn Adjustment

#### i Programs Contracted on Settlement Terms of 30 & 14

- a For purposes of this Section 3.A.i, "Average File Turn" means the annual average outstanding balance for Programs contracted on Settlement Terms of 30 & 14 (i.e. sum of the average outstanding balances for each calendar month divided by 12) divided by the annual Combined Total Charge Volume associated with Programs contracted on Settlement Terms of 30 & 14, multiplied by 365.



The Volume Rebate Rate and Discount Interchange Transaction Rebate Rate will be adjusted (either increased or decreased as applicable) based on the Average File Turn of Client's Program(s) over a calendar year/Contract Year ("**Average File Turn Adjustment**").

Programs with Settlement Terms of 30 & 14 will have an Average File Turn of 29 if Client spends ratably throughout each Cycle. The Average File Turn Adjustment for Client's Program(s) with Settlement Terms of 30 & 14 is calculated by determining the difference between Client's actual Average File Turn for such Program(s) and 29. If Client's actual Average File Turn for such Program(s) is less than 29, the Volume Rebate Rate and Discount Interchange Transaction Rebate Rate will each be increased by 0.0050% for each whole number less than 29. If the actual Average File Turn for such Program(s) is greater than 29, the Volume Rebate Rate and Discount Interchange Transaction Rebate Rate will each be decreased by 0.0050% for each whole number greater than 29 but less than 46.

- ii. If Client's actual Average File Turn under Section 3.A.i is greater than 45 days, Client will not qualify for any rebate payment (as described below in the General Rebate Terms Section).

**B Interchange Rate or Supplier Fee Adjustment**

In the event of a reduction in either interchange rates by the Credit Card Networks or Supplier Fee, Bank reserves the right to adjust the rebate rates and fees accordingly.

**4. GENERAL REBATE TERMS**

**A. Annual Rebates**

- i. Rebates will be calculated annually in arrears. Rebate payments will be made in USD within the ninety (90) day period after the end of the Contract Year (the "Rebate Calculation Period") via wire transfer to a business account designated by Client and authenticated by Bank. Payment is contingent upon Bank receiving Client's wire instructions and Bank's authentication of such instructions prior to the end of the Rebate Calculation Period.
- ii. Rebate amounts are subject to reduction by all Credit Losses. If Credit Losses exceed the rebate earned for any Contract Year, Client shall pay to Bank the amount in excess of the rebate, which invoice shall be due and payable in accordance with the terms of such invoice. If Client is participating in more than one Program, Bank reserves the right to offset any Credit Losses from one Program against any rebate earned under any other Program. In no event will Bank pay Client a rebate for the year in which the Agreement is terminated.

- B. To qualify for any rebate payment, all of the following conditions must be met.

- i. Client is not in default under the Agreement at the time of rebate calculation and payment.
- ii. Account(s) must be current at the time of rebate calculation and payment.
- iii. Average File Turn must be less than 46 days (as stated in the Average File Turn Adjustment section).
- iv. Settlement of any centrally billed account must be made by automatic debit.

**5. SETTLEMENT TERMS**

Payment must be received by Bank in accordance with the Settlement Terms. Late payments shall be subject to fees as specified in the Fees Section of this Exhibit. Settlement Terms are 30 & 14 for the U.S. Purchasing Card and U.S. Virtual Card Program(s).

**6. FEES**

**United States - Purchasing Card and Virtual Card**

The following are the fees associated with U.S. Purchasing Card and U.S. Virtual Card programs:

| <b>STANDARD SERVICES AND FEES</b>   |                                                                                                                                   |
|-------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|
| Late payment charge                 | Central bill: 1% of full amount past due assessed at end of the Cycle in which payment first became due and each Cycle thereafter |
| International transaction           | 1.5% of the US Dollar amount charged ( <b>WAIVED for Visa Virtual Card Transactions only</b> )                                    |
| Standard card                       | \$0.00                                                                                                                            |
| <b>ADDITIONAL SERVICES AND FEES</b> |                                                                                                                                   |
| Cash advances                       | 2.5% of amount advanced (\$2.50 minimum with no maximum)                                                                          |
| Convenience check                   | 2% of check amount (\$1.50 minimum with no maximum)                                                                               |

If Client requests services not listed in this schedule, Client agrees to pay the fees associated with such services.

## Exhibit B to the Master Terms

### LOCALSCHEDULEFORTHEUNITEDSTATES

This Local Schedule for the United States ("**U.S. Schedule**") sets forth the terms and conditions that will apply to Bank's establishment of Accounts in the name of Client and/or one or more Client's Constitutional Offices and issuance of Cards to its and their respective employees and authorized representatives in the United States. This U.S. Schedule is made a part of and incorporated into the Master Terms as though fully set forth therein. If a provision of this U.S. Schedule conflicts with the Master Terms, the provision of this U.S. Schedule will prevail.

#### I. Overview

Bank shall issue Cards under the Program in the United States ("**U.S. Program**") in United States Dollars, and Client may participate in the U.S. Program subject to the terms of this U.S. Schedule.

#### II. Definitions

Capitalized terms used but not defined in this U.S. Schedule will have the meanings given to them in the Master Terms. For purposes of this U.S. Schedule, the following terms shall be defined as set forth below:

**Business Day** means a day on which Bank and Federal Reserve Banks are open for business. The Bank and Federal Reserve Banks are open for Business Monday - Friday unless it is a Bank or Federal Reserve Bank acknowledged holiday. For 2023, the Bank and Federal Reserve Banks are not open on the following acknowledged holidays: **New Year's Day** (January 1, 2023), Martin Luther King, Jr. (Monday, January 16, 2023), Washington's Birthday (Presidents' Day) (Monday, February 20, 2023), Memorial Day (Monday, May 29, 2023), Juneteenth National Independence Day (Monday, June 19, 2023), Independence Day (Tuesday, July 4, 2023), Labor Day (Monday, September 4, 2023), Veterans' Day (Saturday, November 11, 2023), Thanksgiving Day (Thursday, November 23, 2023), and Christmas Day (Monday, December 25, 2023). Annually, if requested by the Client, the Bank shall provide the Client with a schedule of that year's holidays for the Bank and the Federal Reserve.

**International Transaction** means any Transaction that is made in a currency other than U.S. dollars or is made in U.S. dollars outside of the United States of America.

#### III. Certain Additional Terms

Client represents and warrants that the Cards and Accounts to be issued and established under this U.S. Schedule are substitutes for accepted cards and accounts, or will be sought and issued only in response to written requests or applications for such Cards or Accounts. Client shall retain such applications (paper or electronic) for any Card when such application is not provided to Bank, for a period as defined in the State of Florida General Records Retention Schedule for State and Local Government Agencies GS1-SL but no less than twenty-five (25) months after the application has been received and acted upon, whichever is a greater period of time.

#### IV. Fees and Incentives

The fees and charges and incentives (if any) related to this U.S. Schedule are set forth on **Exhibit A to the Master Terms**.

#### V. Notices

All notices and other communications required or permitted to be given under this U.S. Schedule shall be in writing except as otherwise provided herein, and shall be effective on the date on which such notice is actually received by the Party to which it is addressed. All notices may be sent to the Client by ordinary mail, electronic transmission, or through internet sites, at the address of the Client provided to the Bank. Unless otherwise arranged, all notices to the Bank must be sent to the Client's relationship manager or program coordinator team managing the relationship or to any other address notified by the Bank to the Client in writing from time to time, and may be sent by ordinary mail, or by electronic transmission.

#### VI. International Transactions and Fees

If an International Transaction is made in a currency other than U.S. dollars, the applicable Network will convert the Transaction into U.S. dollars using its respective currency conversion procedures. The exchange rate each Network uses to convert currency is a rate that it selects either from the range of rates available in the wholesale currency markets for the applicable processing date (which rate may vary from the rate the respective entity itself receives), or the government-mandated rate in effect on the applicable processing date. The rate in effect on the applicable processing date may differ from the rate on the date when the International Transaction occurred or when the Card was used. Bank reserves the right to charge an International Transaction Fee, as specified herein. The International Transaction fee will be calculated on the U.S. dollar amount provided to Bank by the Network.

## **VII. Governing Law**

This U.S. Schedule and any matters arising out of or in relation to this U.S. Schedule shall be governed by and construed in accordance with the laws of the State of Florida without reference to the principles of conflicts of that State.

## **VIII. Compliance with Public Records Act.**

The Bank shall allow public access to documents and materials made or received pursuant to this Master Agreement by either party in accordance with the requirements of Florida's Public Records Act, Chapter 119, Florida Statutes. To the extent required by Section 119.0701, Florida Statutes, the Bank shall (a) keep and maintain public records required by the Client's to perform the services under the Agreement; (b) upon request from the Client's custodian of public records, provide the Client's with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for under Florida's Public Records law; (c) ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the Bank does not transfer the records to the Client's; and (d) upon completion of the contract, transfer, at no cost to the Client, all public records in possession of the Bank. Upon transfer, the Bank shall destroy any duplicate public records that are exempt or confidential and exempt from the public records requirements. All records stored electronically must be provided to the Client in a format that is compatible with the information technology systems of the Client. All documentation produced as part of this Agreement will become the property of the Client. This paragraph shall survive the expiration or termination of this Master Agreement.

**IF THE BANK HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BANK'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MASTER AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: PURCHASING DEPARTMENT, CHRISTOPHER ARNONE, 7536 STATE STREET, SUITE 221, CARNONE@PASCOCOUNTYFL.NET, 727-847-8194 EXT. 8436.**

Under Florida law, a Bank who fails to provide the public records to the Client within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes, and such non-compliance will constitute a breach of the Master Agreement and may serve as grounds for termination of this Master Agreement.

## **IX. RETENTION OF DOCUMENTS**

All documents prepared or obtained under this Master Agreement are the property of the Client without restriction or limitation on their use and shall be made available upon request to the Client at any time.

Said records and documentation shall be retained by the Bank in accordance with its data retention policies and practices as may be applicable from time to time until the expiration of the applicable statute of limitations, but in no event beyond six (6) years from the date of the relevant transaction and made available to the Client for a minimum of five (5) years from the date of termination of the Master Agreement. Upon reasonable notice, the Client shall have the right to audit, inspect, and copy all such directly pertinent records and documentation that are directly related to transactions performed under this Master Agreement as often as the Client deems necessary during the term of this Agreement and during the above referenced five (5) year period at actual costs; provided, however, such activity shall be conducted only during normal business hours. If agreed to by the parties, the Bank shall retain records and supporting documentation until further notified. Notwithstanding the foregoing or anything to the contrary in this Master Agreement, the Client acknowledges that Bank does not permit general inspections or general third party audits due to the confidentiality and security obligations related to financial and customer data required of financial institutions and that the Client shall not be entitled to access any examination reports or filings made by or to the Bank's regulators or other applicable supervisory authorities or any other data or information that the Bank is precluded by contractual commitment, regulation, or other applicable law from disclosing to third parties.

## **X. CONFLICT OF INTEREST**

The Bank represents that, to the best of its knowledge and belief, it presently has no interest, either direct or indirect, that may or could conflict in any manner with the performance of the services required by this Master Agreement, and which Interest has not been disclosed to the Client in writing. Bank has banking and other business relationships in the ~~normal~~ course of business with various persons or entities, which may include employees, officers, directors, etc. of Client. Such relationships generally are governed by our

usual and customary terms and conditions. The Bank's Code of Conduct prohibits any employee in general from acting on behalf of the bank in any transaction or business relationship involving such employee, members of his/her family, or other persons or organizations with which such employee or his/her family have any significant personal connection or financial interest.

Bank and its affiliates may be providing treasury services, debt financing, equity capital or other services (including financial advisory services) to other companies, organizations or governmental entities with which you may have conflicting interests. Bank does not believe that the provision of such services, products or financing arrangements in the ordinary course of its business to any such entity would interfere with its ability to provide the services under this Master Agreement.

#### **XI. E-VERIFY**

EFFECTIVE JANUARY 1, 2021, A CONTRACTOR OR CONSULTANT ENTERING INTO A CONTRACT WITH A PUBLIC ENTITY (SUCH AS THE CLIENT) IS REQUIRED TO BE REGISTERED WITH THE U.S. DEPT. OF HOMELAND SECURITY'S E-VERIFY SYSTEM AND TO UTILIZE IT TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES THROUGHOUT THE TERM OF THE MASTER AGREEMENT. THE CONTRACTOR OR CONSULTANT SHALL ALSO BE REQUIRED TO OBTAIN AND RETAIN AFFIDAVITS FROM ALL SUBCONTRACTORS OR SUBCONSULTANTS UTILIZED DURING THE MASTER AGREEMENT VERIFYING THAT THEY DO NOT EMPLOY, CONTRACT WITH, OR SUBCONTRACT WITH ANY UNAUTHORIZED ALIENS AS THAT TERM IS DEFINED IN 8 U.S.C.s. 1342a(h)(3). THE FAILURE TO COMPLY WITH THIS REQUIREMENT CONSTITUTES GROUNDS FOR TERMINATION OF THE CONTRACT AND FOR SUCH OTHER PENALTIES AS PROVIDED UNDER SECTION 448.095, FLA STAT.

IF A PUBLIC EMPLOYER HAS TERMINATED A CONTRACT WITH A CONTRACTOR FOR FAILURE TO COMPLY WITH THE REQUIREMENTS OF THE PARAGRAPH ABOVE, THE CONTRACTOR MAY NOT BE AWARDED A PUBLIC CONTRACT FOR AT LEAST ONE YEAR AFTER THE DATE ON WHICH THE CONTRACT WAS TERMINATED.

THE CLIENT RESERVES THE RIGHT TO REQUEST VERIFICATION OF COMPLIANCE FROM ITS CONSULTANTS AND CONTRACTORS DURING THE TERM OF ITS CONTRACT WITH THE CLIENT AND FOR A PERIOD OF UP TO FIVE (5) YEARS THEREAFTER. SHOULD A CLIENT RETAINED CONSULTANT, CONTRACTOR AND/OR ITS SUBCONSULTANT'S BE FOUND TO BE NON-COMPLIANT WITH E-VERIFY AS PART OF A FEDERAL AUDIT OR OTHER INQUIRY, THE CONSULTANT, CONTRACTOR AND/OR ITS SUBCONSULTANT(S) WILL BE SOLELY RESPONSIBLE FOR THE PAYMENT OF ANY FINES OR COSTS IMPOSED UPON THE CLIENT AS A RESULT OF SUCH NON-COMPLIANCE. COMPLIANCE WITH THIS SECTION IS MANDATORY FOR ALL CONTRACTS.

#### **XII. SCRUTINIZED COMPANIES**

The Bank hereby certifies in accordance with § 287.135 (5), Fla. Stat. that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria. Further, at the time of entering into this Master Agreement, the Bank is not participating in a boycott of Israel. Should the Bank's certification be discovered to be false backed on credible information available to the public, such false certification is grounds for termination of this Master Agreement by the Client in accordance with § 287 .135, Fla. Stat.

### **XIII. EXHIBITS:**

Exhibit C - Visa Guide to Benefits

Exhibit D - Cardholder Agreement

Exhibit E - MCC Worksheet

## JPMorgan Chase Bank, National Association

### CERTIFICATE

I, Alysee N. Pelletier, do hereby certify that I am a duly appointed Assistant Corporate Secretary of JPMorgan Chase Bank, National Association, a national banking association formed under the laws of the United States (the “**Bank**”), and that set forth below is a true and correct copy of a resolution duly adopted by the Board of Directors of the Bank on March 20, 2018. I further certify that the said resolution is still in full force and effect as of the date hereof.

"RESOLVED that loan agreements, contracts, indentures, mortgages, deeds, releases, conveyances, assignments, transfers, certificates, certifications, declarations, leases, discharges, satisfactions, settlements, petitions, schedules, accounts, affidavits, bonds, undertakings, guarantees, proxies, requisitions, demands, proofs of debt, claims, records, notes signifying indebtedness of JPMorgan Chase Bank, N.A. (the “**Bank**”) and any other contracts, instruments or documents in connection with the conduct of the business of the Bank (“**Documents**”), whether or not specified in the resolutions of the Bank’s Board of Directors (the “**Board**”), may be signed, executed, acknowledged, verified, delivered or accepted on behalf of the Bank by the Chairman of the Board, the Chief Executive Officer of the Bank (“**CEO**”), a President, the Chief Operating Officer, a Vice Chairman of the Board, a Vice Chairman, any member of the Firm’s Operating Committee (an “**Operating Committee Member**”), any Executive Vice President, the Chief Financial Officer, the General Counsel, the Treasurer, the Controller, the Chief Risk Officer, the Secretary, any Senior Vice President, any Managing Director, any Executive Director, any Vice President, or any other officer having a functional title or official status which is at least equivalent to any of the foregoing corporate titles, and the seal of the Bank may be affixed to any thereof and attested by the Secretary, any Assistant Corporate Secretary, or any of the foregoing officers; provided, however, that any guarantees, comfort letters or other letters of support issued by the Bank in respect of obligations of any of the Bank’s affiliates or subsidiaries (“**Support Documents**”) may be executed only where consistent with such resolutions of the Board dated December 8, 2015, as amended, relating to the provision of Bank guarantees and other support issued by the Bank in respect of obligations of its subsidiaries and affiliates."

I further certify that the individual listed on the attached schedule holds the corresponding title indicated on the schedule for the Bank and is empowered to act in conformity with the referenced resolution.

This certificate may be executed and delivered by electronic means. Such electronic signature shall be valid and binding as of the date indicated by the timestamp accompanying the electronic signature.

Alysee N. Pelletier  
on June 20, 2023 17:30:02 EDT

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Alysee N. Pelletier

**Schedule**

| <u>Name</u>    | <u>Title</u>      |
|----------------|-------------------|
| John T McAuley | Managing Director |



# Visa® Commercial Card Guide to Benefits

Your Guide to Benefit describes the benefit in effect as of 4/30/21. Benefit information in this guide replaces any prior benefit information You may have received. Please read and retain for Your records. Your eligibility is determined by Your financial institution.

## Travel and Emergency Assistance Services

Emergencies can escalate quickly when You are traveling away from home. Something that is relatively straightforward when You are not traveling, like replacing prescription medication, can be a difficult task when You are dealing with local laws or language barriers.

Travel and Emergency Assistance Services are made available to help You in case of an emergency while You are traveling away from home. The Benefit Administrator can connect You with the appropriate local emergency and assistance resources available, 24 hours a day, 365 days a year.

**Please note that due to occasional issues such as distance, location, or time, neither the Benefit Administrator nor its service providers can be responsible for the availability, use, cost, or results of any medical, legal, transportation, or other services.**

### What are Travel and Emergency Assistance Services and how do I use these services when I need them?

Travel and Emergency Assistance Services are made available to You, if You are a cardholder of an eligible card issued in the United States. You, Your Immediate Family Members and business associates are also eligible to use these services. Travel and Emergency Assistance Services provide assistance and referral only. You are responsible for the cost of any actual medical, legal, transportation, cash advance, or other services or goods provided.

To use the services, simply call the toll-free, 24-hour Benefit Administrator line at **1-800-992-6029**. **If You are outside the United States, call collect at 1-804-673-1675.**

### What are the specific services and how can they help me?

- **Emergency Message Service** – can record and relay emergency messages for travelers, their Immediate Family Members or business associates. The Benefit Administrator will use reasonable efforts to relay emergency messages in accordance with benefit guidelines and limitations, but cannot take responsibility for the failure to transmit any message successfully. **All costs are Your responsibility.**
- **Medical Referral Assistance** – provides medical referral, monitoring, and follow-up. The Benefit Administrator can give You names of local English-speaking doctors, dentists, and hospitals; assign a doctor to consult by phone with local medical personnel, if necessary, to monitor Your condition; keep in contact with Your family, and provide continuing liaison; and help You arrange medical payments from Your personal account. **All costs are Your responsibility.**
- **Legal Referral Assistance** – can arrange contact with English-speaking attorneys and U.S. embassies and consulates if You're detained by local authorities, have a car accident, or need legal assistance. In addition, the Benefit Administrator can coordinate bail payment from Your personal account. The Benefit Administrator can also follow

up to make sure bail has been properly handled. **All costs are Your responsibility.**

- **Emergency Transportation Assistance** – can help You make all the necessary arrangements for emergency transportation home or to the nearest medical facility. This includes arranging to bring Your Immediate Family Members or business associates home and helping You stay in contact with family members or employers during the emergency. In the case of a death, the Benefit Administrator can make arrangements to repatriate the remains. **All costs are Your responsibility.**
- **Emergency Ticket Replacement** – helps You through Your carrier's lost ticket reimbursement process and assists in the delivery of a replacement ticket to You, should You lose Your ticket. **All costs are Your responsibility.**
- **Lost Luggage Locator Service** – can help You through the Common Carrier's claim procedures or can arrange shipment of replacement items if an airline or Common Carrier loses Your checked luggage. **You are responsible for the cost of any replacement items shipped to You.**
- **Emergency Translation Services** – provides telephone assistance in all major languages and helps find local interpreters, if available, when You need more extensive assistance. **All costs are Your responsibility.**
- **Prescription Assistance and Valuable Document Delivery Arrangements** – can help You fill or replace prescriptions, subject to local laws, and can arrange pickup and delivery of Your prescriptions filled for You at local pharmacies. It can also help transport critical documents that You may have left at Your home or elsewhere. **All costs are Your responsibility.**
- **Pre-Trip Assistance** – can give You information on Your destination before You leave – such as ATM locations, currency exchange rates, weather reports, health precautions, necessary immunizations, and required passport visas.

### Definitions

**Common Carrier** means any mode of transportation by land, water or air operating for hire under a license to carry passengers for which a ticket must be purchased prior to travel. Does not include taxi, limousine service, commuter rail or commuter bus lines.

**Immediate Family Member** means Your Spouse or dependent children under twenty-two (22) years old.

**You or Your** means an eligible person whose name is embossed on an eligible U.S. issued card, and You reside in the United States.

### Additional provisions for Travel and Emergency Assistance Services

This benefit is provided to eligible cardholders at no additional cost. The terms and conditions contained in this Guide to Benefits may be modified by subsequent endorsements. Modifications to the terms and conditions may be provided

via additional Guide to Benefits mailings, statement inserts, statement messages or electronic notification. The benefits described in this Guide to Benefits will not apply to cardholders whose accounts have been suspended or cancelled.

FORM #TEAS – 2017 (Stand 04/17) TEAS-CG

**For more information about the benefit described in this guide, call the Benefit Administrator at 1-800-992-6029, or call collect outside the U.S. at 1-804-673-1675.**

**Auto Rental Collision Damage Waiver**

No cardholder wants to incur the expense of repairing or replacing a rented car. But accidents do happen and vehicles do get stolen. No matter what happens to Your rental car, You can be covered with Auto Rental Collision Damage Waiver.

Auto Rental Collision Damage Waiver reimburses You for damages caused by theft or collision - up to the Actual Cash Value of most rented cars. Auto Rental Collision Damage Waiver covers no other type of loss. For example, in the event of a collision involving Your rented vehicle, damage to any other driver's car or the injury of anyone or anything is not covered. Rental periods of thirty-one (31) consecutive days are covered. (Longer rental periods, however, are **not** covered.)

You are eligible if Your name is embossed on an eligible card issued in the United States or if You are authorized by Your company to rent an eligible vehicle using the company's eligible Account, as long as the rental is purchased entirely with the Account. Only You, as the primary renter of the vehicle, and any additional drivers permitted by the Rental Car Agreement are covered.

**How Auto Rental Collision Damage Waiver works with other insurance**

Auto Rental Collision Damage Waiver covers theft, damage, valid loss-of-use charges imposed and substantiated by the auto rental company, administrative fees and reasonable and customary towing charges, due to a covered theft or damage to the nearest qualified repair facility.

If the Rental Vehicle is for commercial and/or business purposes, Auto Rental Collision Damage Waiver benefit acts as primary coverage, and You may be reimbursed for up to the actual cash value of the vehicle.

If the Rental Vehicle is for personal reasons, this benefit is secondary coverage, supplemental to Your personal automobile insurance, meaning You may only be reimbursed for the amount of Your personal insurance deductible or other charges, including valid administrative and loss-of-use charges not covered under Your personal insurance policy. If You are renting outside Your country or residence, or if You do not have automobile insurance, Auto Rental Collision Damage Waiver acts as primary coverage.

**How to use Auto Rental Collision Damage Waiver**

1. Use Your card to initiate and complete Your entire car rental transaction.

2. Review the auto rental agreement and decline the rental company's collision damage waiver (CDW/LDW) option, or a similar provision, **as accepting this coverage will cancel out Your benefit.** If the rental company insists that You purchase their insurance or collision damage waiver, **call the Benefit Administrator for assistance at 1-800-348-8472. Outside the United States, call collect at 1-804-673-1164.**

**Before You leave the lot, be sure to check the car for any prior damage.**

This benefit is in effect during the time the rental car is in Your (or an authorized driver's) control, and it terminates when the rental company reassumes control of their vehicle.

This benefit is available in the United States and most foreign countries **(with the exception of Israel, Jamaica, the Republic of Ireland or Northern Ireland)**. However, this benefit is not available where precluded by law, or where it's in violation of the territory terms of the auto rental agreement, or when prohibited by individual merchants. **Because regulations vary outside the United States, check with Your auto rental company and the Benefit Administrator before You travel, to be sure that Auto Rental Collision Damage Waiver will apply.**

**Vehicles not covered**

Certain vehicles are **not** covered by this benefit; they consist of expensive, exotic, and antique cars; cargo vans; certain vans; vehicles with an open cargo bed; trucks; motorcycles; mopeds; motorbikes; limousines; and recreational vehicles.

Examples of expensive or exotic cars are the Alfa Romeo, Aston Martin, Bentley, Corvette, Ferrari, Jaguar, Lamborghini, Lotus, Maserati, Maybach, McLaren, Porsche, Rolls Royce, and Tesla. However, selected models of Audi, BMW, Mercedes-Benz, Cadillac, Infiniti, Land Rover, Lexus, Lincoln, and Range Rover **are** covered.

An antique car is defined as one that is over twenty (20) years old, or one that has not been manufactured for ten (10) years or more.

Vans are not covered. But those designed as small-group transportation vehicles (seating up to nine (9) people, including the driver) are covered.

**If You have questions about a specific vehicle's coverage or organization where the vehicle is being reserved, call the Benefit Administrator at 1-800-348-8472 or call collect outside the United States at 1-804-673-1164.**

**Related instances & losses not covered**

- Any obligation You assume under any agreement (other than the deductible on Your personal auto policy)
- Any violation of the auto rental agreement or this benefit
- Injury of anyone, or damage to anything, inside or outside the Rental Vehicle
- Loss or theft of personal belongings
- Personal liability

- Expenses assumed, waived, or paid by the auto rental company, or its insurer
- The cost of any insurance, or collision damage waiver, offered by or purchased through the auto rental company
- Depreciation of the Rental Vehicle caused by the incident including, but not limited to, "diminished value"
- Expenses reimbursable by Your insurer, employer, or employer's insurance
- Theft or damage due to intentional acts, or due to the driver(s) being under the influence of alcohol, intoxicants, or drugs, or due to contraband, or illegal activities
- Wear and tear, gradual deterioration, or mechanical breakdown
- Items not installed by the original manufacturer
- Damage due to off-road operation of the Rental Vehicle
- Theft or damage due to hostility of any kind (including, but not limited to, war, invasion, rebellion, insurrection, or terrorist activities)
- Confiscation by authorities
- Vehicles that do not meet the definition of covered vehicles
- Rental periods that either exceed, or are intended to exceed thirty-one (31) consecutive days
- Leases and mini leases
- Theft or damage as a result of the authorized driver's and/or cardholder's lack of reasonable care in protecting the Rental Vehicle before and/or after the damage or theft occurs (for example, leaving the car running and unattended)
- Theft or damage reported more than forty-five (45) days\* after the date of the incident
- Theft or damage for which a claim form has not been received within ninety (90) days\* from the date of the incident
- Theft or damage for which all required documentation has not been received within three hundred and sixty-five (365) days after the date of the incident
- Theft or damage from rental transactions that originated in Israel, Jamaica, the Republic of Ireland, or Northern Ireland
- Losses caused by or resulting from a Cyber Incident.

**\*Not applicable to residents in certain states**

#### **Filing a claim**

It is Your responsibility as a cardholder to make every effort to protect Your Rental Vehicle from damage or theft. If You have an accident, or Your Rental Vehicle has been stolen, immediately call the Benefit Administrator at **1-800-348-8472** to report the incident, regardless of whether Your liability has been established. Outside the United States, call collect at **1-804-673-1164**.

You should report the theft or damage as soon as possible but no later **than forty-five (45) days** from the date of the incident.

The Benefit Administrator reserves the right to deny any claim containing charges that would not have been included, if notification occurred before the expenses were incurred. Thus, it's in Your best interest to notify the Benefit Administrator immediately after an incident. Reporting to any other person will not fulfill this obligation.

#### **What You must submit to file a claim**

At the time of the theft or damage, or when You return the Rental Vehicle, ask Your car rental company for the following documents:

- A copy of the accident report form
- A copy of the initial and final auto rental agreements (front and back)
- A copy of the repair estimate and itemized repair bill
- Two (2) photographs of the damaged vehicle, if available
- A police report, if obtainable
- A copy of the demand letter which indicates the costs You are responsible for and any amounts that have been paid toward the claim

Submit all of the above documents from the rental company, along with the following documents, to the Benefit Administrator:

- The completed and signed Auto Rental Collision Damage Waiver claim form (Important: This must be postmarked within ninety (90) days\* of the theft or damage date, even if all other required documentation is not yet available – **or Your claim may be denied**).
- A copy of Your monthly billing statement (showing the last four (4) digits of the Account number) demonstrating that the entire rental transaction was made on Your eligible Account.
- If the rental was for personal use, a statement from Your insurance carrier (and/or Your employer or employer's insurance carrier, if applicable), or other reimbursement showing the costs for which You are responsible, and any amounts that have been paid toward the claim. Or, if You have no applicable insurance or reimbursement, a statement of no insurance or reimbursement is required.
- If the rental was for personal reasons, a copy of Your primary insurance policy's Declarations Page (if applicable), to confirm Your deductible (This means the document(s) in Your insurance policy that lists names, coverages, limits, effective dates, and deductibles).
- Any other documentation required by the Benefit Administrator to substantiate the claim.

Finally, please note that all remaining documents must be postmarked within three hundred and sixty-five (365) days\* of the theft or damage date **or Your claim may be denied**.

**\*Not applicable to residents of certain states.**

*For faster filing, or to learn more about Auto Rental Collision Damage Waiver, visit [www.eclaimslines.com](http://www.eclaimslines.com)*

**Finalizing Your claim**

Your claim will typically be finalized within fifteen (15) days, after the Benefit Administrator has received all the documentation needed to substantiate Your claim.

**Transference of claims**

Once Your claim has been paid, all Your rights and remedies against any party in regard to this theft or damage will be transferred to the Benefit Administrator, to the extent of the cost of payment made to You. You must give the Benefit Administrator all assistance as may reasonably be required to secure all rights and remedies.

**Definitions**

**Account** means Your credit or debit card Accounts.

**Actual Cash Value** means the amount a Rental Vehicle is determined to be worth based on its market value, age and condition at the time of loss.

**Computer Programs** means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

**Cyber Incident** means any of the following acts:

- a) unauthorized access to or use of Your Digital Data or a Rental Vehicle;
- b) alteration, corruption, damage, reduction in functionality, manipulation, misappropriation, theft, deletion, erasure, loss of use or destruction of Your Digital Data or a Rental Vehicle;
- c) transmission or introduction of a computer virus or harmful code, including ransomware, into or directed against Your Digital Data or a Rental Vehicle;
- d) restriction or inhibition of access to or directed against Your Digital Data or a Rental Vehicle; computer errors, including human operating error or omission; power failure, surge, or diminution of electronic systems; or mistakes in legitimate electronic code or damage from code installed on [an Eligible Wireless Cellular Telephone, Rental Vehicle, or Covered Purchase] during the manufacturing process, upgrade process, or normal maintenance

**Digital Data** means information, concepts, knowledge, facts, images, sounds, instructions, or Computer Programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. Digital Data shall include the capacity of a Rental Vehicle to store information, process information, and transmit information over the Internet.

**Eligible Person** means a cardholder who pays for their auto rental by using their eligible Account.

**Rental Car Agreement** means the entire contract an eligible renter receives when renting a Rental Vehicle from a rental car agency which describes in full all of the terms and conditions of the rental, as well as the responsibilities of all parties under the contract.

**Rental Vehicle** means a land motor vehicle with four or more wheels as described in the participating organization's disclosure statement which the eligible renter has rented for the period of time shown on the Rental Car Agreement and does not have a manufacturer's suggested retail price exceeding the amount shown on the participating organization's disclosure statement

**You or Your** means an Eligible Person who uses their eligible card to initiate and complete the rental car transaction.

**Additional provisions for Auto Rental Collision Damage Waiver**

- Signed or pinned transactions are covered as long as You use Your eligible Account to secure the transaction.
- You shall do all things reasonable to avoid or diminish any loss covered by this benefit. This provision will not be unreasonably applied to avoid claims.
- If You make any claim knowing it to be false or fraudulent in any respect, no coverage shall exist for such claim, and Your benefit may be cancelled. Each cardholder agrees that representations regarding claims will be accurate and complete. Any and all relevant provisions shall be void in any case of fraud, intentional concealment, or misrepresentation of material fact.
- No legal action for a claim may be brought against the Provider until sixty (60) days after the Provider receives Proof of Loss. No legal action against the Provider may be brought more than two (2) years after the time for giving Proof of Loss. Further, no legal action may be brought against the Provider unless all the terms of the Guide to Benefits have been complied with fully.
- This benefit is provided to eligible cardholders at no additional cost. The terms and conditions contained in this Guide to Benefits may be modified by subsequent endorsements. Modifications to the terms and conditions may be provided via additional Guide to Benefits mailings, statement inserts, statement messages or electronic notifications. The benefits described in this Guide to Benefits will not apply to cardholders whose Accounts have been suspended or cancelled.
- Termination dates may vary by financial institutions. Your financial institution can cancel or non-renew the benefits for cardholders, and if they do, they will notify You at least thirty (30) days in advance. Indemnity Insurance Company of North America ("Provider") is the underwriter of these benefits and is solely responsible for its administration and claims. The Benefit Administrator provides services on behalf of the Provider.
- After the Benefit Administrator has paid Your claim, all Your rights and remedies against any party in respect of this claim will be transferred to the Benefit Administrator

to the extent of the payment made to You. You must give the Benefit Administrator all assistance as may reasonably be required to secure all rights and remedies.

- This benefit does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit the provision of insurance, including, but not limited to, the payment of claims

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**For more information about the benefit described in this guide, call the Benefit Administrator at 1-800-348-8472, or call collect outside the U.S. at 1-804-673-1164.**

**Please Note:** In this document, “card” refers to Corporate, Fleet, Meetings, Purchasing, or any combination of these card products (Commercial).



## COMMERCIAL CARD CARDHOLDER AGREEMENT

This is the Cardholder Agreement ("Agreement") that sets forth the terms of your commercial Card issued by us. Your Card has been issued in connection with a commercial card program agreement between Company and us (the "Company Agreement"). Please read this Agreement carefully and keep it for your records. *You do not need to sign this Agreement, but please be sure to sign the back of your Card if you have not already done so.*

**Definitions:** In this Agreement, the word "Account" means the relationship between Company and us pursuant to which one or more Cards may be issued. The word "Company" refers to the corporation, partnership, proprietorship, agency or other entity that entered into the Company Agreement pursuant to which the Account has been established. The words "you" and "your" refer to each person (jointly and severally if more than one) who applied for, requested or accepted the Card (and for whom Company requested that JPMorgan Chase Bank, N.A., or Chase Bank USA, N.A., issue the Card) and any other person who agreed to be responsible for the Card. The words "we," "us" and "our" refer to the issuer of your Card, either JPMorgan Chase Bank, N.A., or Chase Bank USA, N.A. The word "Card" refers to each MasterCard®/Visa® corporate card, purchasing card, single-use card (also referred to as a "virtual card"), or other card that is issued pursuant to the Company Agreement, and includes the Card number. Any Card must be returned or surrendered to us or our agent upon request.

**Acceptance:** Activating, signing, or using your Card confirms your acceptance of the terms and conditions of this Agreement. If you do not agree to the terms of this Agreement, before using the Card you must cut the Card in half and return it to us. The Card and any content on the Card are our property at all times.

**Using Your Card:** You agree to use your Card only for business and commercial purposes, and to not to use your Card for any illegal transactions, or for any transaction that is primarily for personal, family or household purposes. You may use your Card to purchase goods or services, or pay amounts you owe, wherever the Card is honored ("Purchases"). You may also use the Card to obtain cash ("Cash Advances") where available if allowed by the Company Agreement. We consider some "cash-like" transactions, such as the purchase of travelers checks, or money orders, to be Cash Advances. We may provide checks that you can use to access your Card ("Convenience Checks") if allowed by the Company. We may provide you with a personal identification number ("PIN") that is used to authorize some transactions with your Card. You can contact us to change your PIN by calling the number on the back of your Card. You authorize us to pay and charge your Card for all Purchases and Cash Advances made or obtained by you or anyone you authorize to use your Card. You agree to accept credits to your Card instead of cash refunds when the original Purchase was charged to your Card.

**Chip and PIN Cards:** We may issue you a Card that has an embedded microchip that is used to authorize transactions, in connection with your PIN, at some ATMs and merchant terminals. You agree that we may honor each ATM or other transaction according to the instructions keyed in at the ATM or terminal, and you acknowledge that each transaction made using your Card and PIN will have the same effect as if you completed the transaction using your Card and signature.

**Card Care:** You must take all reasonable precautions to prevent the misuse of the Card. For example, you must: (i) follow all reasonable instructions we give you about how to activate, use and keep your Card safe; (ii) memorize the PIN, and destroy the PIN notification promptly on receipt; (iii) never write the PIN on the Card or anything kept with it, nor select a PIN or password that may be easy to guess, nor disclose the PIN for telephone, internet or mail order transactions, nor share or release the PIN to any other person; (iv) sign the Card promptly after you receive it; and, (v) never let anyone other than you use the Card.

**Obligations On Your Card:** You promise to pay us, or to arrange for Company to pay us, for all Purchases and Cash Advances, plus any Late Fee and applicable Delinquency Fee assessed on your Card and any other charges and fees that you may owe us under the terms of this Agreement. You will be obligated for authorized charges whether resulting from: (1) actual use of your Card; (2) mail order or telephone, computer or other electronic Purchases made without presenting the Card; or, (3) any other circumstance where you authorize a charge, or authorize someone other than you to make a charge, to your Card. Each person or entity who or that is included within the definition of the term "you" above is individually and jointly responsible for all obligations under this Agreement.

**Company Payment:** If we agreed with Company that only Company, and not you, will be liable for amounts due on your Card, then you are not responsible to us for payment. However, you are still responsible for other obligations under this Agreement.

**Payments:** All payments must be made in U.S. dollars. Any payment made by check or other negotiable instrument, including authorized ACH payments, must be drawn on a U.S. bank or a U.S. branch of a foreign bank. Payments must comply with the instructions on the statement. When you provide a check as a payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your deposit account or to process the payment as a check transaction. Subject to any mandatory provisions of applicable law, all payments made on the Card will be applied to the balances in the manner we determine.

**Replacement and Renewal Cards:** You request that we issue a replacement Card to you before the current Card expires. You agree that we may continue to issue renewal Cards until Company or you tell us to stop.

**Amendments:** We can add to, delete, or change the terms of this Agreement at any time. We will provide notice of amendments to the extent required by applicable law. Subject to the requirements of applicable law, any amendment to this Agreement will become effective at the time stated in our notice to you and, unless we specify otherwise, the amended terms of this Agreement will apply to all outstanding unpaid indebtedness on your Card as well as new transactions.

**Personal Data:** The term "Personal Data" means information, including personal information, that is: (i) obtained by us when you apply for the Card or your Company authorizes you for the Card; and/or, (ii) relates to you or to your use of the Card throughout your standing as a cardholder. Your Personal Data may be used for the purposes of: (a) confirming your identity; (b) administering the Card and related services; (c) operational purposes and statistical analysis (including behavior analysis); and (d) to comply with any requirement of applicable law, regulation or a card network. Your Personal Data may be disclosed to: (v) Company; (w) third party vendors, including our strategic partners, to provide services in connection with your Card; (x) other third parties, as authorized by Company to provide services to you and/or Company in connection with your Card; (y) our affiliates; or (z) any other person, including our affiliates, we reasonably think necessary for the purposes stated above or to provide services under the Company Agreement.

**Sharing Information with Company:** You direct us to provide, if requested by Company, any information we have about the use of your Card and the transactions on your Card, including detailed information about the transactions. You authorize us to exchange credit or any other information concerning you or your Card with (and answer questions and requests from) Company.

**Phone Calls:** In the regular course of our business, we may monitor and record phone conversations made or received by our employees. You agree that we will have such right with respect to all phone conversations between you and our employees, whether initiated by you or any of our employees. When you or Company gives us your mobile phone number, you are giving permission to be contacted at that number by automatic telephone dialing systems, text messages, and artificial or prerecorded voice messages sent from us and our representatives. Message and data rates may apply. To service and manage your Card, we, our representatives, and/or affiliates, may contact you at any telephone number you provide or any number where we believe we may reach you. Some of the legal purposes for calls and messages include: suspected fraud or identity theft; obtaining information; transactions on or servicing your Card; and, collecting on your Card. We will not use your phone number for telemarketing purposes. Additionally, you agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liabilities, costs and expenses (including reasonable attorney's fees) arising from our provision of a phone number.

**Refusal To Honor Card:** We are not responsible for refusals to honor your Card. And, except as otherwise required by applicable law or regulation, we will not be responsible for merchandise or services purchased through use of your Card. You agree to resolve any disputes directly with the merchant or other person who honored your Card.

**Irregular Payments, Delay In Enforcement, Severability:** We can accept late payments, partial payments, checks and money orders marked "Paid in Full" or language having the same effect without losing any of our rights under this Agreement. We can also delay enforcing our rights under this Agreement any number of times without losing them. The fact that we may at any time honor a Purchase or Cash Advance in excess of your maximum Spend Limit does not obligate us to do so again. If any terms of this Agreement are found to be unenforceable, we may still enforce the other terms.

**Liability For Unauthorized Use Of Your Card:** If you notice the loss, theft, or a possible unauthorized use of your Card, you should call us immediately at the number on the back of your Card, or write to us at: P.O. Box 182918, Columbus, OH 43272-5543. You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before you notify us. In any case, your liability will not exceed \$50. In order to prevent further unauthorized use, we may terminate or limit access to your Card if you notified us or we determine that your Card may have been lost or stolen, or that there may be unauthorized access to your Card.



**Assignment:** You may not assign your Card or this Agreement to any other person or entity. We may at any time assign your Card, any sums due on your Card, this Agreement or any or all of our rights or obligations under this Agreement. The person(s) or entity(ies) to whom we make any such assignment shall be entitled to all of our assigned rights under this Agreement.

**GOVERNING LAW:** THIS AGREEMENT AND OUR RELATIONSHIP WILL BE GOVERNED BY FEDERAL LAW AND, TO THE EXTENT THAT STATE LAW IS APPLICABLE, THE LAWS OF THE STATE WHERE WE ARE LOCATED. JPMorgan Chase Bank, N.A., is located in Ohio and Chase Bank USA, N.A., is located in Delaware.

**Default:** Your Card will be in default, and we may demand immediate payment of the entire amount you owe us without giving you prior notice, if: (1) in any billing cycle we do not receive your Payment Due by the Payment Due Date; (2) you make Purchases or obtain Cash Advances in excess of your Spend Limit; (3) you fail to comply with this Agreement; (4) there is a filing for your bankruptcy; (5) you die or become incapacitated; (6) your employment with Company is terminated; (7) the Company Agreement is terminated; (8) Company, pursuant to the Company Agreement, requests us to cancel your Card; or, (9) we believe in good faith that the payment or performance of your obligations under this Agreement (by you or by Company) is impaired for any other reason.

**Collection Costs:** To the extent permitted by applicable law, you agree to pay all collection expenses actually incurred by us in the collection of amounts you owe under this Agreement (including court costs and the fees of any collection agency to which we refer your Card) and, in the event we refer your Card after your default to an attorney, you agree to pay the reasonable fees of such attorney.

**Termination:** Notwithstanding any other provision contained in this Agreement, we may terminate your privileges under this Agreement or limit your right to make Purchases or obtain Cash Advances at any time without notice or liability. We will terminate your Card if requested to do so by Company, or if your employment with Company ends. If we ask, you must return your Card to us, cut in half. You agree that you will not try to make a Purchase or obtain a Cash Advance after you are notified that your privilege to use your Card is terminated. You may terminate this Agreement at any time. If you do, you must return any Card previously issued, if we ask, cut in half. If you call us to terminate, we may require that you confirm your intent to terminate in writing. Your or our termination will not affect your existing obligations under this Agreement, including your obligation to pay amounts that you owe under this Agreement.

**Notices:** We will send paper statements, if applicable, and any other notices to you or Company at the address shown in our files. You promise to inform us promptly in writing or electronically of any change in your contact information, including your address and telephone number. We may in our discretion accept address corrections from the United States Postal Service. WE MAY ALSO SEND NOTICES TO YOU ELECTRONICALLY AT OUR WEBSITE OR USING ANY EMAIL ADDRESS YOU OR YOUR EMPLOYER PROVIDED TO US OR ANY OTHER EMAIL ADDRESS WHERE WE REASONABLY BELIEVE WE CAN CONTACT YOU.

**International Transactions:** International Transactions include any transaction that you make in a foreign currency or that you make outside of the United States of America even if it is made in U.S. dollars. If you make a transaction in a foreign currency, Visa USA Inc., or MasterCard International, Inc., will convert the transaction into U.S. dollars by using its respective currency conversion procedures, and then will send us the transaction amount. The exchange rate will be determined using either the range of rates available in the wholesale currency markets for the applicable processing date (which may be different from the rate the card network receives), or a government-mandated rate in effect on the applicable processing date. The rate in effect on the applicable processing date may differ from the rate on the date of your transaction.

**Spend Limit/Authorized Usage:** Your Spend Limit is the maximum amount that can be charged to your Card at any time, and is shown on your statement. Your Spend Limit is based on Company's requested Spend Limit for you. You agree that we may change or cancel your Spend Limit at any time without affecting your obligation to pay amounts that you owe under this Agreement. We do not permit you to request a change in your Spend Limit, but Company may make such a request. Your latest Spend Limit will appear on your statement or memorandum at the end of each billing cycle, and Company will be informed of your Spend Limit. You agree not to make a Purchase or obtain a Cash Advance that would cause the unpaid balance of your Card to exceed your Spend Limit. We may honor Purchases and Cash Advances in excess of your Spend Limit, at our sole discretion. If we do, this Agreement also applies to that excess, and you agree to pay the excess immediately if we request that you do so. We may designate that only a portion of your Spend Limit is available for Cash Advances. If we do and you exceed that limit, you will be considered to have exceeded your Spend Limit for all purposes of this Agreement. For security reasons, we may impose additional limits on the number or dollar amount of Purchases and/or Cash Advances that may be accomplished with your Card, and we have the right to limit authorizations to make Purchases or obtain Cash Advances if we consider it necessary.

**Periodic Statements:** We will send a statement to you and/or Company at the end of each billing cycle. In the event we elect to send or make available to you and/or Company an electronic statement in substitution for the paper statement, you specifically agree to the delivery and receipt of such electronic statements. The length of the billing cycle will be determined pursuant to the Company Agreement. Among other things, unless otherwise agreed upon between Company and us, your statement will show your Payment Due, your Spend Limit and the Payment Due Date. A duplicate statement may be provided to Company. If agreed to between us and Company, Company may pay the charges on your Card directly to us. In this case, you may receive a statement after the end of each billing cycle, which will show your Card activity during the past billing cycle. Unless otherwise stated, this statement will be for informational purposes only and can be suppressed upon your or Company's request.

**Payment Due:** The Payment Due, which will be your total Card balance, will be listed on each statement and due by the Payment Due Date listed on such statement. Payment is due in full each billing cycle, and you are not permitted to carry a balance from month to month.

**Billing Questions and Disputes:** If you have any questions, problems or disputes concerning a billing statement, please contact us at the phone number on the back of your card or the number on your periodic statement within sixty (60) days of the billing date and we will take reasonable and appropriate steps to provide the information you request or to resolve the dispute. However, unless required by applicable law, we are not responsible for any problem you have with any goods or services you obtain with your Card, and, if you have a dispute with a merchant honoring your Card, you must pay us regardless of any merchant dispute and settle the dispute directly with the merchant.

**Inquiries or Questions:** You may address any other inquiries or questions that you have about your Card to: JPMorgan Chase Bank, N.A., P.O. Box 5068, Elgin, Illinois 60121; or you may call us at the number on the back of your Card.

**Other Fees:** We may charge the following fees to your Card. Whether we will charge these fees, and the amount that we will charge on your Card, is dependent on what is in the Company Agreement. Unless otherwise arranged between Company and us, all fees will be added to your Card balance and treated as a Purchase:

**Cash Advance Fee** - We may charge you a Cash Advance Fee each time you use the Card to obtain a Cash Advance. The amount of the Cash Advance Fee is set forth in the Table of Fees.

**Return Payment Fee** - If your bank does not honor the check, other payment instrument, or electronic transfer you gave us to pay amounts you owe under this Agreement, or we must return a check or other payment because it is not signed or is otherwise irregular, we may charge you a Return Payment Fee in the amount set forth in the Table of Fees.

**Late Fee** - The amounts posted to the Card balance will become delinquent if you do not pay your Payment Due by the Payment Due Date. Any unpaid portion of the Payment Due will be shown on subsequent billing statements as a Past Due Balance and your outstanding balance will be subject to a Late Fee in the amount set forth in the Table of Fees.

**Delinquency Fee** - If any portion of a previously-billed balance remains unpaid, your Card may be subject to a Delinquency Fee (in addition to a Late Fee) in the amount set forth in the Table of Fees for each subsequent billing cycle that such amount remains unpaid. This Delinquency Fee may be described as a Finance Charge on your billing statements. Where the fee calculation includes reference to Prime, this means the highest U.S. Prime Rate published in the Money Rates section of The Wall Street Journal. Any new rate will be applied as of the first day of your billing cycle during which the Prime Rate changed.

**Administrative Fee** - If you or Company request photocopies of sales slips or duplicate copies of monthly statements or any special services, including expedited replacement of your Card, you agree to pay our reasonable fees, in effect from time to time.

**International Transaction Fee** - We reserve the right to charge you a fee of up to one and one-half percent (1.5%) of the U.S. dollar amount of any International Transaction whether that transaction was originally made in U.S. dollars or was made in another currency and converted to U.S. dollars by Visa® or MasterCard®. In either case, the 1.5% will be calculated on the U.S. dollar amount provided to us by that entity.

## **TABLE OF FEES**

\* Important Note: Whether we will charge these fees, and the amount that we will charge on your Card, is dependent on what is in the Company Agreement.

|                                |                                                                                                                                                 |
|--------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|
| Cash Advance Fee*              | Up to 2.5% of the Cash Advance amount (up to a minimum of \$3.00).                                                                              |
| Return Payment Fee*            | Up to \$25 per returned payment.                                                                                                                |
| Late Fee*                      | Either:<br>(1) Up to 1% of full amount past due. ; or<br>(2) Up to a flat fee of \$15.                                                          |
| Delinquency Fee*               | Annual Percentage Rate of up to Prime + up to 6.5% is applied to the average daily balance ((past due balance + any new spend)/ days in cycle). |
| Convenience Check Fee*         | Up to 2% of check amount (up to a minimum of \$2.50).                                                                                           |
| International Transaction Fee* | Up to 1.5% of the U.S. Dollar amount charged.                                                                                                   |
| Rush Card Fee                  | \$25 per Card requested.                                                                                                                        |
| Corporate Card Travel Rewards  | \$75 per Card per year.                                                                                                                         |
| Executive Card*                | Up to \$325 per Card per year.                                                                                                                  |

## P-Card Rebate Comparison

### Fifth-Third Bank

#### Rebate Spending Levels

|                  |                 |
|------------------|-----------------|
| \$ 1,000,000.00  | \$ 2,249,999.00 |
| \$ 2,500,000.00  | \$ 9,999,999.00 |
| \$ 10,000,000.00 | or greater      |

### Payment Terms

| 30/25 | 30/15 |
|-------|-------|
| 1.10% | 1.20% |
| 1.40% | 1.50% |
| 1.60% | 1.65% |

### Seacoast Bank

#### Rebate Spending Levels

|                  |                 |
|------------------|-----------------|
| \$ 1,000,000.00  | \$ 2,249,999.00 |
| \$ 2,500,000.00  | \$ 9,999,999.00 |
| \$ 10,000,000.00 | or greater      |

### Payment Terms

| 30/25 | 30/14 |
|-------|-------|
|       | 1.25% |
|       | 1.50% |
|       | 1.65% |

### J.P. Morgan Chase

#### Rebate Spending Levels

|                  |                 |
|------------------|-----------------|
| \$ 1,000,000.00  | \$ 3,999,999.00 |
| \$ 4,000,000.00  | \$ 6,999,999.00 |
| \$ 7,000,000.00  | \$ 9,999,999.00 |
| \$ 10,000,000.00 | Greater         |

### Payment Terms

| 30/25 | 30/14 |
|-------|-------|
|       | 1.50% |
|       | 1.65% |
|       | 1.85% |
|       | 1.88% |



## CITY OF CLERMONT

# AGENDA ITEM

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|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                            |                                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|--------------------------------|
| <b>Meeting Date</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                            |                                |
| Tuesday, May 28, 2024                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                            |                                |
| <b>Agenda Item Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                            |                                |
| Piggyback Purchase and Budget Amendment<br><i>Side-Loader Truck</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                            |                                |
| <b>Requested Action</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                            |                                |
| Requesting approval to purchase from the Florida Sheriffs Association contract number FSA23-VEH21.0 with Container Systems & Equipment Company, Inc. to purchase one side-loader truck in the amount of \$399,206 and a budget amendment of \$135,645.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                            |                                |
| <b>Staff Report</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                            |                                |
| <p>The Procurement Services Department and the Public Services Department recommend approval of the above action.</p> <p>On March 18th, 2024, a side-loading solid waste truck caught fire from an oil leak that sprayed on the turbo exhaust system. Although the fire was extinguished quickly by both the driver and the Clermont Fire Department, our insurance provider, Florida League of Cities, declared the truck a total loss.</p> <p>As such, the Florida League of Cities is providing \$263,561 as payment for the truck's value. With a current quote of \$399,206, an additional \$135,645 will need to be transferred from Sanitation reserves to cover the additional cost. As this truck was a 2018 model, it still operated as a front-line vehicle for everyday operations. If this truck replacement is approved, we will not see delivery of this truck until September 2025.</p> <p>The Procurement Services Department sought a contract from the Florida Sheriffs Association to purchase one side-loader waste truck. The Procurement Services Department issued a Request for Interest (RFI) number 24-093 to notify local vendors of the City's intent to purchase contract from another government entity. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Procurement Services Department received no interest. Based on this, staff recommends that the City Council approve the purchase of the Florida Sheriff's Association contract. The Florida Sheriff's Association contract was obtained through a fully competitive solicitation and complies with the City of Clermont Procurement Policy.</p> <p>The use of piggyback contracts is allowed under the Procurement Policy, Section E.9, and is a procurement best practice that takes advantage of competitive pricing on a contract formerly bid by another government agency. The Procurement Services Department has determined that using piggyback contracts is advantageous and in the City's best interest to reduce administrative time and expense while providing favorable pricing. Approval of this contract does not commit the City to purchases or require that the contract be utilized. Each Department budgets purchases associated with piggyback contracts. The estimated annual value does not represent the budgeted amount by a department.</p> |                                            |                                |
| <b>Additional Analysis</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                            |                                |
| <b>Fiscal Impact Summary</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                            |                                |
| <b>Fiscal Impact</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>Fund Number and Description</b>         | <b>Available Budget Amount</b> |
| \$399,206                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 49534-66400 SANITATION CAP<br>OUT-VEHICLES | \$263,561                      |
| <b>Exhibits Attached</b> (copies of original agreements)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                            |                                |

|    |                   |                       |
|----|-------------------|-----------------------|
| 1. | RFI 24-093        | RFI 24-093.pdf        |
| 2. | Side-Loader Quote | Side-Loader Quote.pdf |



## REQUEST FOR INFORMATION

RFI 24-093

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

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

RELEASE DATE: May 16, 2024

DEADLINE FOR QUESTIONS: May 24, 2024

RESPONSE DEADLINE: May 24, 2024, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

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

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

Attachments:

E - OpenGov Vendor Registration

F - SPS Admin24051614240

## 1. Introduction

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

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

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

### 1.1. Summary

Intent to Utilize the Florida Sheriffs Association Contract to Purchase Vehicle

### 1.2. Contact Information

**Brian Camp**

Public Services Manager (Sanitation)

3335 Hancock Rd.

Clermont, FL 34711

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

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

**Department:**

Public Services - Public Works

### 1.3. Timeline

|                                  |                       |
|----------------------------------|-----------------------|
| <b>Solicitation Release Date</b> | May 16, 2024          |
| <b>Question Deadline</b>         | May 24, 2024, 12:30pm |
| <b>Response Deadline</b>         | May 24, 2024, 3:00pm  |



## 2. Response Procedures

### 2.1. Electronic Bidding System

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

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

### 2.2. Standard RFI

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

- A. Company Name: Container Systems and Equipment Company, Inc.
- B. Contract Number and Title: FSA23-EQU21.0 Equipment Item 83
- C. Length of Contract: Through September 30, 2025
- D. Product or Service Provided: 2025 Crane Carrier Low Entry Cab Chassis and Loadmaster Eclipse Side-Loader Body
- E. Estimated Annual Expenditure: \$399,206.00

If you're a local vendor, please contact the Procurement Services Director by email prior to Friday, May 24, 2024 to advise whether your company can provide any of the products or services mentioned above.

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

## Container Systems

& Equipment Company, Inc.



**DATE:** January 5, 2024

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

**RE:** **Price quotation for 2025 Crane Carrier Low Entry Cab chassis and Loadmaster Eclipse sideloader body from the Florida Sheriff's Contract Bid #FSA23-VEH21.0, Item 83 (60,000 GVW Refuse Truck)**

**Chassis: Base Bid Specifications:**

**2025 CCC LET2 (low entry tilt) chassis**, 60,000 lbs. GVW, galvanized steel, 60 degree tilt, LED headlights  
Cab visor with marker lights, 19" floor height both sides, left side driving position with air ride seat  
full doors with w/ electric windows, air conditioning, AM/FM USB/Bluetooth radio, dual cab fans, air horn  
10# fire extinguisher, warning triangle kit, parts and service CD, white paint  
**Cummins ISX12 - 350R- 350hp** -1450 ft.lbs. torque  
w/ Delco Remy 430 amp alternator, Cummins ECO fit DPF/SCR streetside mounted exhaust  
**Allison 4500RDS** transmission, w/ oil cooler inside radiator, 5 electric cooling fans  
Dana-Spicer D2000 - 20,000 lb. front axle, Dana-Spicer DSH44P - 44,000 lbs. tandem rear axle  
Hendrickson HN402 44,000lb. suspension, Bendix B/W AD-9EP air dryer, 80 gallon aluminum fuel tank, 10 gallon DEF tank  
tires: front - Cooper Severe Service MSA 315/80R x 22.5 - 20 ply 22.5" x 9.00" disc wheels  
rear - Cooper Severe Service RHA 11R 22.5 - 16 ply - 22.5" x 8.25" disc wheels

**Cost:** \$ 212,700

**Specification Adjustments for the City of Clermont**

|                                                                                                |         |
|------------------------------------------------------------------------------------------------|---------|
| Change ISX engine to L-9 350 HP (deduct)                                                       | - 9,000 |
| Change rear tires to Cooper Severe Series MSA 315/80R x 22.5 20 ply                            | + 3,398 |
| Add differential lock for tandem axles                                                         | + 550   |
| Add aluminum wheels ILO steel wheels                                                           | + 1,105 |
| Change to right side steering (\$1,069) with electric Lucerix remote control mirrors (\$1,460) | + 2,529 |

**Chassis Cost:** **\$ 211,282**

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

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

\$ 175,830

**Specification adjustments:**

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

**Body cost** **\$ 187,924**

**Chassis \$211,282 + Body \$187,924 \$ 399,206**

**TOTAL:** **\$ 399,206**

**Delivery:** 420 to 450 days

**FOB:** Clermont, FL.

**Terms:** Net 45 days

**Note:** Chassis will be built in 2024 but titled as a 2025 unit. Chassis lead time is 260 days, body is 180 upon receipt of chassis.

**Respectfully,**

**Robert Barton**

506 Bellevue Avenue • Daytona Beach, Florida 32114-5279 • (386) 253-5555 • FAX (386) 253-8537

Website: [www.containersys.com](http://www.containersys.com) • Email: [info@containersys.com](mailto:info@containersys.com)



CITY OF CLERMONT

AGENDA ITEM

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|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                             |                         |
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| Meeting Date                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                             |                         |
| Tuesday, May 28, 2024                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                             |                         |
| Agenda Item Name                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                             |                         |
| Ordinance No. 2024-020 <i>Withdrawn</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                             |                         |
| Requested Action                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                             |                         |
| Recommend approval of Ordinance 2024-020.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                             |                         |
| Staff Report                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                             |                         |
| <p>This is a staff initiated land development code amendment to update language specific to fire code regulations. Two sections of the code are being amended, Section 119-229 Layout and Section 121-4 Water Service.</p> <p>Section 119-229 is contained in Chapter 119, which deals with the design of subdivisions. Language has been proposed to clarify the type of emergency access system to gated subdivisions for fire/ems access and a compliance date for existing entry systems to be upgraded by, which is January 1, 2027. This upgrade would affect approximately 14 subdivisions. In addition, language has been added indicating no parking in cul-de-sacs with appropriate fire signs placed in these areas. Currently, parking in cul-de-sacs has been an issue with fire truck mobility. Clarifying language is also added in when a secondary emergency access point is required, along with street naming that would prevent duplication and avoid confusion between City and County road names. The cost of implementing the emergency access upgrade is approximately \$1,500 and fire signs are approximately \$45 per sign. The total number of signs will be dependent on the radial length of each cul-de-sac.</p> <p>Section 121-4 is contained in Chapter 121, which deals with utilities. The proposed change in this section deals with an increase in minimum flow rates for specific types of residential structures. This change is being requested to assure adequate flow rates are available for firefighting purposes.</p> <p>These changes are being requested by the City's Fire Department in order to better serve the community. Staff recommends approval of Ordinance 2024-020.</p> |                             |                         |
| Additional Analysis                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                             |                         |
| Fiscal Impact Summary                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                             |                         |
| None.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                             |                         |
| Fiscal Impact                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Fund Number and Description | Available Budget Amount |
| Exhibits Attached (copies of original agreements)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                             |                         |
| 1. Legal Ad                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Legal Ad.pdf                |                         |

## Order Confirmation

Not an Invoice

|                          |                                                                 |
|--------------------------|-----------------------------------------------------------------|
| <b>Account Number:</b>   | 526733                                                          |
| <b>Customer Name:</b>    | City Of Clermont-Legals                                         |
| <b>Customer Address:</b> | City Of Clermont-Legals<br>P.O. BOX 120219<br>CLERMONT FL 34712 |
| <b>Contact Name:</b>     | Andrea M. Clark                                                 |
| <b>Contact Phone:</b>    |                                                                 |
| <b>Contact Email:</b>    | amclark@clermontfl.org                                          |
| <b>PO Number:</b>        |                                                                 |

|                           |            |
|---------------------------|------------|
| <b>Date:</b>              | 04/19/2024 |
| <b>Order Number:</b>      | 10055795   |
| <b>Prepayment Amount:</b> | \$ 0.00    |

|                          |         |
|--------------------------|---------|
| <b>Column Count:</b>     | 1.0000  |
| <b>Line Count:</b>       | 56.0000 |
| <b>Height in Inches:</b> | 0.0000  |

### Print

| Product                 | #Insertions | Start - End             | Category            |
|-------------------------|-------------|-------------------------|---------------------|
| LEE Daily Commercial    | 2           | 04/23/2024 - 05/14/2024 | Govt Public Notices |
| LEE dailycommercial.com | 2           | 04/23/2024 - 05/14/2024 | 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 | \$165.52 |
| Tax Amount                               | \$0.00   |
| Service Fee 3.99%                        | \$6.60   |
| Cash/Check/ACH Discount                  | -\$6.60  |
| Payment Amount by Cash/Check/ACH         | \$165.52 |
| Payment Amount by Credit Card            | \$172.12 |

|                                  |                 |
|----------------------------------|-----------------|
| <b>Order Confirmation Amount</b> | <b>\$165.52</b> |
|----------------------------------|-----------------|

## Ad Preview

### LEGAL NOTICE

On Tuesday, May 7, 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, May 28, 2024 at 6:30 PM.

### ORDINANCE NO. 2024-020

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, CHAPTER 119 SUBDIVISIONS; SECTION 119-229 LAYOUT; AND CHAPTER 121 UTILITIES; SECTION 121-4 WATER SERVICE; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

All public meetings will be held in the Clermont City Hall, Council Chambers, located at 685 W. Montrose Street, Clermont FL 34711. This ordinance is available for public inspection in the Development Services Department, Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.

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

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

Tracy Ackroyd Howe, MMC  
City Clerk  
10055795 4/23/2024, 5/14/2024



CITY OF CLERMONT

AGENDA ITEM

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|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                             |                         |
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| Meeting Date                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                             |                         |
| Tuesday, May 28, 2024                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                             |                         |
| Agenda Item Name                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                             |                         |
| Ordinance No. 2024-023 <i>Final</i><br><i>Family Entertainment Center</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                             |                         |
| Requested Action                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                             |                         |
| Recommend approval of Ordinance 2024-023.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                             |                         |
| Staff Report                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                             |                         |
| <p>In February of 2021, 1.04 acres of land at 524 West Ave was approved for a PUD (Planned Unit Development) called Victory Village. Included in the approval was a 25 unit 3 story apartment building, an approximate 3,600sq foot new building identified as "Market", and approximately 6,500 sq feet of open plaza space identified to use for food trailers, new gazebo/eating/bar and other open air activities that are allowed in the CBD zoning regulations (original PUD plan attached). The entire parcel is in the Central Business District and has a future land use of Downtown Mixed Use.</p> <p>When the PUD was approved "Section 3 Condition 11 states, "Any market operating on site shall be continuously operated by one single operator." The issue before council is that there is no longer a "Market" operating on site. It has closed. The applicant, Victory Coast Land Co. LLC, is requesting that Condition 11 be eliminated from the PUD and that indoor recreational use is allowed. By making these changes to the PUD, it will clear up the issue of what uses are allowed on the property and that it's use is the same as others in the CBD zoning district.</p> <p>On May 23, 2023 a variance was approved for signage affixed to the lower roof edge of the building. The City Council approved this variance with specific conditions such as only two roof signs, specific locations and wording of the signs. Since this is a Planned Unit Development, special conditions can be placed into the Ordinance to address variances within a project. As part of the amended PUD the sign variance will be incorporated as a special condition. The applicant is requesting the PUD variance be changed so that the sign can be changed for any user as long as the sign locations will not change, and the dimensions will be the same. Any future signs shall adhere to the existing parallelogram and square footage along with location. The signage wording may be changed for a future tenant as long as the same type and style of individual letters are used. The specific conditions are listed in proposed new PUD Ordinance 2024-023.</p> <p>Staff has reviewed the application and proposed project in regard to Section 125-487 Review Criteria for a Planned Unit Development. The proposed amendments deal with specific conditions in the original approval. The residential component has not been amended, and the commercial portion has been constructed and is operational. The proposed operator will be making some interior changes to the building. However, the use of the property will still be a mixed-use project with residential and non-residential uses. The applicant's requested changes are not in conflict with the City's Comprehensive Plan, and the proposed changes are in accordance with the Land Development Code. Staff is able to support the request and recommends approval of Ordinance 2024-023. <i>The Planning and Zoning Commission recommended approval, 4-1.</i></p> |                             |                         |
| Additional Analysis                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                             |                         |
| Fiscal Impact Summary                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                             |                         |
| None.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                             |                         |
| Fiscal Impact                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Fund Number and Description | Available Budget Amount |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                             |                         |

| Exhibits Attached (copies of original agreements) |                        |                              |
|---------------------------------------------------|------------------------|------------------------------|
| 1.                                                | Ord. 2024-023 FEC      | Ord. 2024-023 FEC.pdf        |
| 2.                                                | Map & Signage          | Map & Signage.pdf            |
| 3.                                                | Ordinance No. 2021-03  | Ordinance No. 2021-03.pdf    |
| 4.                                                | Application            | 1_Application AK 1615194.pdf |
| 5.                                                | Legal Ad               | Legal Ad.pdf                 |
| 6.                                                | Original PUD site plan | Original PUD site plan.pdf   |



*CITY OF CLERMONT*  
**ORDINANCE NO. 2024-023**

**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, THE 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**

ALL OF LOT 3, BLOCK 94, ACCORDING TO THE OFFICIAL PLAT OF CLERMONT, FILED 4TH OF FEBRUARY 1926, AND RECORDED IN PLAT BOOK 8, PAGES 17 TO 23, INCLUSIVE, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

AND

THE EAST 93.5 FEET OF LOTS 4, 5, AND 6, BLOCK 94, AS REPRESENTED ON THE OFFICIAL MAP OF THE CITY OF CLERMONT, FILED FEBRUARY 4, 1926 AND RECORDED IN PLAT BOOK 8, PAGES 17 TO 23, BOTH INCLUSIVE, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

TOGETHER WITH THE FOLLOWING DESCRIBED PROPERTY

COMMENCE AT THE SOUTHEAST CORNER OF LOT 6, BLOCK 94, OFFICIAL MAP OF THE CITY OF CLERMONT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 17, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, THENCE RUN N 89°26'08" W ALONG THE NORTH RIGHT OF WAY LINE OF MINNEOLA AVENUE FOR A DISTANCE OF 93.50 FEET TO THE SOUTHWEST CORNER OF THE EAST 93.50 FEET OF SAID LOT 6 AND THE POINT OF BEGINNING; THENCE CONTINUE N89°26'08" W ALONG SAID NORTH RIGHT OF WAY LINE FOR A DISTANCE OF 136.20 FEET; THENCE RUN N 00°18'15" E FOR A DISTANCE OF 47.78 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 615.00 FEET, A CHORD BEARING OF N05°23'45" E AND A CHORD DISTANCE OF 109.16 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 109.31 FEET THROUGH A CENTRAL ANGLE OF 10°11'01" TO THE END OF SAID CURVE; THENCE RUN N10°29'16" E FOR A DISTANCE OF 44.03 FEET TO A POINT ON THE



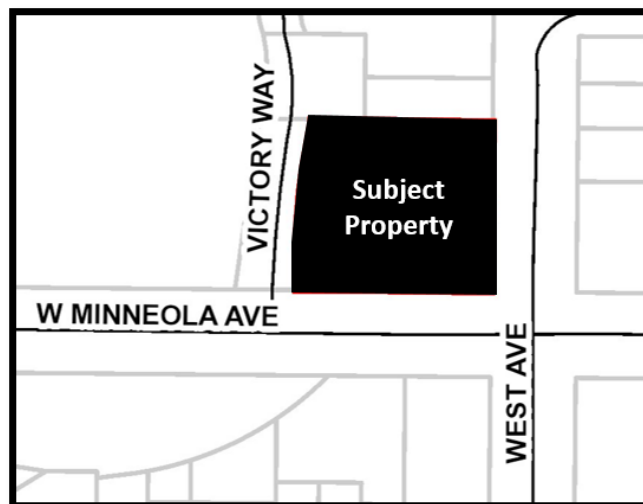
*CITY OF CLERMONT*  
**ORDINANCE NO. 2024-023**

WESTERLY EXTENSION OF THE NORTH LINE OF LOT 3, BLOCK 94, SAID PLAT OF OFFICIAL MAP OF THE CITY OF CLERMONT; THENCE RUN S89°26'32" E ALONG SAID WESTERLY EXTENSION OF THE NORTH LINE OF LOT 3 FOR A DISTANCE OF 63.34 FEET TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE RUN S00°38'18" W ALONG THE WEST LINE OF SAID LOT 3 FOR A DISTANCE OF 50.00 FEET TO THE NORTHWEST CORNER OF LOT 4, BLOCK 94, SAID PLAT OF OFFICIAL MAP OF THE CITY OF CLERMONT; THENCE RUN S 89°26'32" E ALONG THE NORTH LINE OF SAID LOT 4 FOR A DISTANCE OF 56.30 FEET TO THE NORTHWEST CORNER OF THE EAST 93.50 FEET OF SAID LOT 4; THENCE RUN S00°32'34" W ALONG THE WEST LINE OF THE EAST 93.50 FEET OF LOTS 4, 5 AND 6, BLOCK 94, SAID PLAT OF OFFICIAL MAP OF THE CITY OF CLERMONT FOR A DISTANCE OF 149.94 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.04 ACRES, MORE OR LESS.

**LOCATION**

The Market and Victory Village  
Improved property northwest of West Ave and Minneola Ave Intersection  
Alternate Key 1615194 & 1714061  
1.04 +/- Acres



**PROPERTY REZONING**

**Amendment to Planned Unit Development Ordinance 2021-003**

## **SECTION 2: GENERAL CONDITIONS**

This application for a Planned Unit Development (PUD) to allow for a mixed-use project consisting of twenty-five residential units and CBD Central Business District Commercial uses be granted subject to the following conditions:

1. The conditions as set forth in this Planned Unit Development shall be legally binding upon any heirs, assigns and successors in title or interest. This PUD amendment shall repeal and replace Ordinance 2021-003.
2. The property shall be developed in substantial accordance with Exhibit A – Concept Plan prepared by Highland Engineering, Inc., dated 1-25-2021. Formal construction plans incorporating all conditions stated in this permit shall be submitted for review and approved by the Site Review Committee prior to the issuance of a Zoning Clearance or other development permits.
3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.
4. Fiber optic conduit and pull boxes may be required to be installed by the developer in the utility easements to extend the City’s fiber optic network. The City will reimburse the developer at 100 percent for all costs including design, permitting, materials and construction of the fiber optic conduit and pull boxes. At the time of site plan review, the City’s Information Technology Director or authorized designee will make this determination.
5. The development shall comply with all applicable City, County and Florida Department of Transportation access management requirements. The Developer shall timely complete all required mitigation and other improvements as may be applicable.

## **SECTION 3: LAND USES AND SPECIFIC CONDITIONS**

1. A total of up to 25 residential dwelling units (d.u) may be permitted on the site, not to exceed a base density of 25 dwelling units/acre.
2. The total square footage of the commercial uses, not including shade structure, shall not exceed 8,000 square feet, as shown on the Concept Plan.
3. The permitted non-residential uses will be in accordance with Section 125-369 Permitted Uses within the Central Business District along with indoor recreational facilities.

*CITY OF CLERMONT*  
**ORDINANCE NO. 2024-023**

4. The project shall be constructed in a manner that closely resembles the architectural style and elevations as presented in Exhibit B – Elevations, and shall meet the City of Clermont’s Architectural Standards.
5. Maximum building height shall be up to 55 feet, measured at the highest point.
6. The project may have elevation changes of up to 12 feet maximum cut on less than 1% of the project site, as shown in the red hatched area on the Concept Plan.
7. Individual retaining wall height up to 15 feet in height is permitted to deal with grade changes and for the construction of the first floor parking garage area.
8. The internal on-site parking spaces may be developed at 9 feet wide and 20 feet deep.
9. The developer will be required to construct 23 parking spaces off-site that meet the Land Development Code in the areas as shown on the Concept Plan along Victory Way and Minneola Avenue. This will be coordinated with the City and will be required to be installed prior to receiving final certificate of occupancy for the project. These spaces will be offered to the public and will not be reserved for project. **[Completed]**
10. The project shall be developed according to the Central Business District (CBD) zoning designation in the Land Development Code, unless expressly stated above.
11. School concurrency shall be met before final site plan approval in accordance with the Comprehensive Plan and Land Development Code.
12. The City Council approved two roof signs on May 23, 2023. The signage was limited to the word “Market”. The existing “Market” signage wording will be changed to “Ax-caliber” as shown on Exhibit C. The existing parallelogram and square footage will not be exceeded, nor the location changed. The sign facing West Avenue shall be limited up to 43 inches high and 348 inches long. The sign facing Minneola Avenue shall be limited up to 32 inches high and 276 inches long. Any future sign shall adhere to this size sign and location. The signage wording may be changed for a future tenant as long as the same type and style of individual letters are used. The signs shall not be used as a multi-tenant sign.
13. This Planned Unit Development shall become null and void if substantial construction work has not begun within five (5) years of the date that this Planned Unit Development is executed and signed by the permittee. “Substantial construction work” means the commencement and continuous prosecution of construction of required improvements ultimately finalized at completion. If the Planned Unit Development becomes null and void, the property will revert to the CBD Central Business District Zoning Designation. **[Construction started with the approval of a site plan (SITE2105-0004) on 10/18/2021]**



*CITY OF CLERMONT*  
**ORDINANCE NO. 2024-023**

**SECTION 4: CONFLICT**

All Ordinances or parts of this Ordinance in conflict herewith are hereby repealed.

**SECTION 5: SEVERABILITY**

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

**SECTION 6: ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR**

Sections of 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. Recording fees will be at the expense of the applicant.

**SECTION 8: PUBLICATION AND EFFECTIVE DATE**

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



*CITY OF CLERMONT*  
**ORDINANCE NO. 2024-023**

**PASSED AND ADOPTED** by the City Council of the City of Clermont, Lake County, Florida on this 28<sup>th</sup> day of May, 2024.

CITY OF CLERMONT

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

ATTEST:

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

Approved as to form and legality:

\_\_\_\_\_  
Daniel F. Mantzaris, City Attorney





*CITY OF CLERMONT*  
**ORDINANCE NO. 2024-023**

**Exhibit B – Elevations**



*CITY OF CLERMONT*  
**ORDINANCE NO. 2024-023**

**Exhibit B – Elevations – Continued**





*CITY OF CLERMONT*  
**ORDINANCE NO. 2024-023**

**Exhibit C – Signage**

Facing West Ave.

348 in  
36.44 in  
**AX-CALIBER**



276 in  
28.9 in  
**AX-CALIBER**



Facing Minneola Ave.



## Victory Village and the Market



## Victory Village and the Market – Signage Amendment

Currently facing West Ave.

43 in 348 in  
**MARKET**

Currently facing Minneola Ave.

32 in 276 in  
**MARKET**

Proposed facing West Ave.

36.44 in 348 in  
**AX-CALIBER**



Proposed facing Minneola Ave.

28.9 in 276 in  
**AX-CALIBER**







*CITY OF CLERMONT*  
**ORDINANCE NO. 2021-003**

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

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**LEGAL DESCRIPTION**

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TOGETHER WITH THE FOLLOWING DESCRIBED PROPERTY

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CONTAINING 1.04 ACRES, MORE OR LESS.

#### **LOCATION**

Vacant property northwest of West Ave and Minneola Ave Intersection  
AK 1615194, 2788577, 1714061  
Victory Village and The Market  
1.04 +/- Acres

**FROM: Central Business District (CBD) and Light Commercial (C-1)**  
**TO: Planned Unit Development (PUD) for a**  
**Mixed-use Residential and Commercial Project**

#### **SECTION 2: GENERAL CONDITIONS**

This application for a Planned Unit Development (PUD) to allow for a mixed-use project consisting of twenty-five residential units and CBD Central Business District Commercial uses be granted subject to the following conditions:

1. The conditions as set forth in this Planned Unit Development shall be legally binding upon any heirs, assigns and successors in title or interest.
2. The property shall be developed in substantial accordance with Exhibit A – Concept Plan prepared by Highland Engineering, Inc, dated 1-25-2021. Formal construction plans incorporating all conditions stated in this permit shall be submitted for review and approved by the Site Review Committee prior to the issuance of a Zoning Clearance or other development permits.
3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City



of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.

4. Fiber optic conduit and pull boxes may be required to be installed by the developer in the utility easements to extend the City's fiber optic network. The City will reimburse the developer at 100 percent for all costs including design, permitting, materials and construction of the fiber optic conduit and pull boxes. At the time of site plan review, the City's Information Technology Director or authorized designee will make this determination.
5. The development shall comply with all applicable City, County and Florida Department of Transportation access management requirements. The Developer shall timely complete all required mitigation and other improvements as may be applicable.

### **SECTION 3: LAND USES AND SPECIFIC CONDITIONS**

1. A total of up to 25 residential dwelling units (d.u) may be permitted on the site, not to exceed a base density of 25 dwelling units/acre.
2. The total square footage of the commercial uses (the market, cider shack and food trailers) shall not exceed 8,000 square feet, as shown on the Concept Plan.
3. The project shall be constructed in a manner that closely resembles the architectural style and elevations as presented in Exhibit B – Elevations, and shall meet the City of Clermont's Architectural Standards.
4. Maximum building height shall be up to 55 feet, measured at the highest point.
5. The project may have elevation changes of up to 12 feet maximum cut on less than 1% of the project site, as shown on in the red hatched area on the Concept Plan.
6. Individual retaining wall height up to 15 feet in height is permitted to deal with grade changes and for the construction of the first floor parking garage area.
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10. School concurrency shall be met before final site plan approval in accordance with the Comprehensive Plan and Land Development Code.
11. Any market operating on the site shall be continuously operated by one single operator.
12. This Planned Unit Development shall become null and void if substantial construction work has not begun within five (5) years of the date that this Planned Unit Development is executed and signed by the permittee. "Substantial construction work" means the commencement and continuous prosecution of construction of required improvements ultimately finalized at completion. If the Planned Unit Development becomes null and void, the property will revert to the CBD Central Business District Zoning Designation.

#### **SECTION 4: CONFLICT**

All Ordinances or parts of this Ordinance in conflict herewith are hereby repealed.

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Sections of 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**

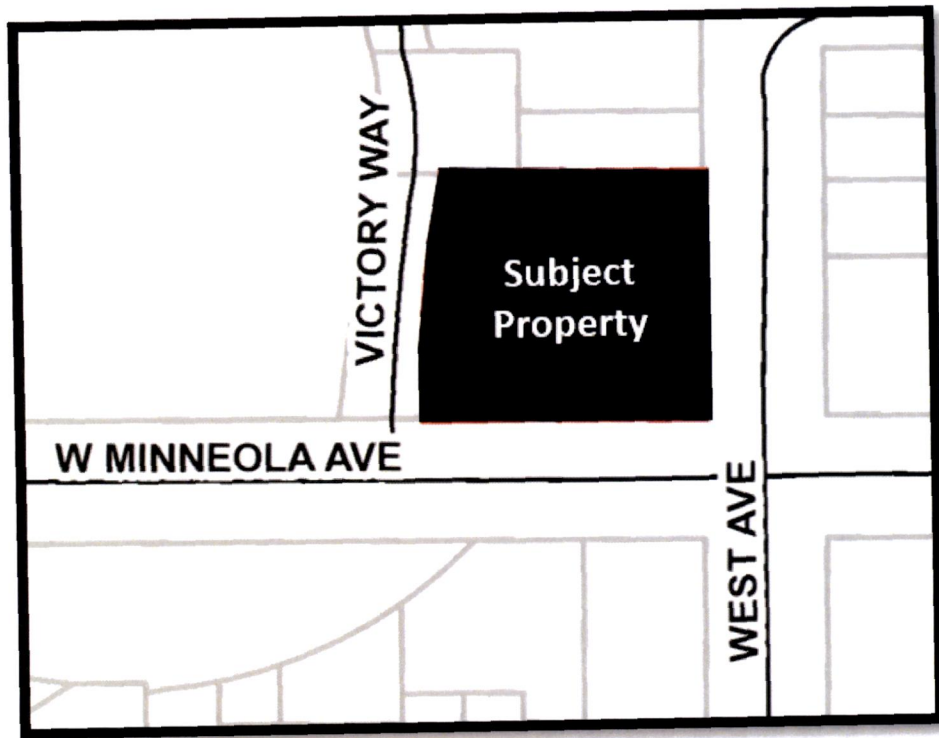
This Ordinance shall be recorded in the Public Records of Lake County, Florida.

#### **SECTION 8: PUBLICATION AND EFFECTIVE DATE**

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

*CITY OF CLERMONT*  
**ORDINANCE NO. 2021-003**

**Location Map:**



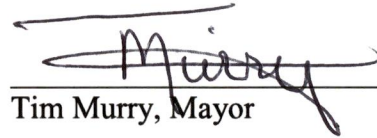




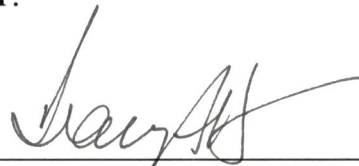
*CITY OF CLERMONT*  
**ORDINANCE NO. 2021-003**

**PASSED AND ADOPTED** by the City Council of the City of Clermont, Lake County, Florida on this 9<sup>th</sup> day of February, 2021.

CITY OF CLERMONT

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

ATTEST:

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

Approved as to form and legality:

  
\_\_\_\_\_  
Daniel F. Mantzaris, City Attorney

## Exhibit A – Concept Plan

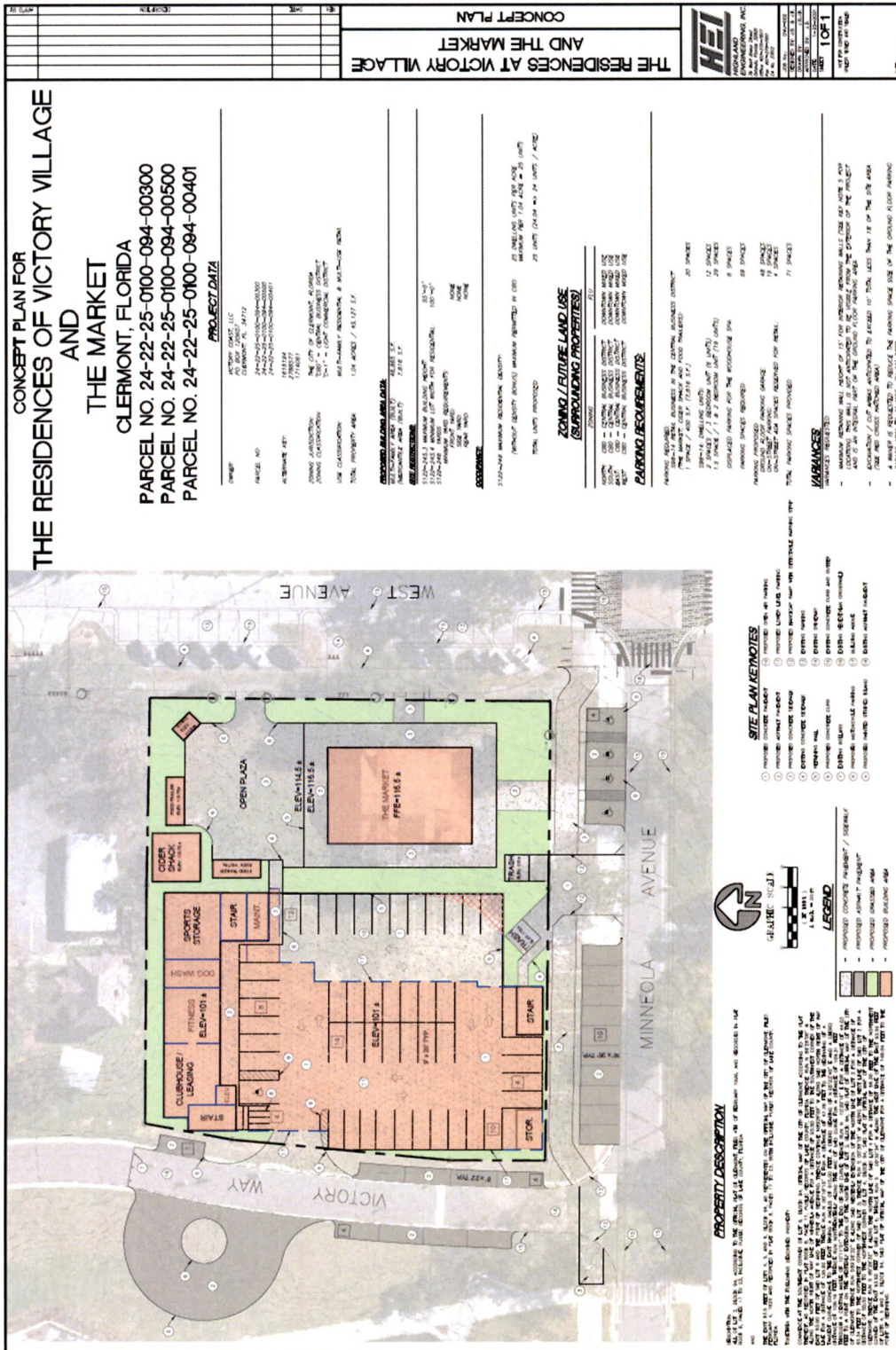




Exhibit B – Elevations



Exhibit B – Elevations – Continued







# CITY OF CLERMONT REZONING APPLICATION

REZ2403-0001

|                                                                                                                                                                                                                                                                 |                                              |                                                                                     |                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|-------------------------------------------------------------------------------------|---------------------|
| <b>DATE</b> 3/20/24                                                                                                                                                                                                                                             |                                              | <b>FEE:</b> \$542.00 + cost of advertisement + cost of traffic review, if necessary |                     |
| <b>Project Name (if applicable)</b> FEC                                                                                                                                                                                                                         |                                              |                                                                                     |                     |
| <b>Applicant</b> Victory Coast Land Co, LLC                                                                                                                                                                                                                     |                                              |                                                                                     |                     |
| <b>Contact Person</b> Darren Johnson                                                                                                                                                                                                                            |                                              |                                                                                     |                     |
| <b>Address</b> 1075 W lakeshore dr                                                                                                                                                                                                                              | <b>City</b> Clermont                         | <b>State</b> FL                                                                     | <b>Zip</b> 34711    |
| <b>Telephone</b> 3522056866                                                                                                                                                                                                                                     | <b>Fax</b>                                   |                                                                                     |                     |
| <b>Email</b> darren@dwj-p.com                                                                                                                                                                                                                                   |                                              |                                                                                     |                     |
| <b>OWNER INFORMATION</b>                                                                                                                                                                                                                                        |                                              |                                                                                     |                     |
| <b>Owner's Name</b> Darren Johnson                                                                                                                                                                                                                              |                                              |                                                                                     |                     |
| <b>Owner Address</b> 1075 W lakeshore dr                                                                                                                                                                                                                        | <b>City</b> Clermont                         | <b>State</b> FL                                                                     | <b>Zip</b> 34711    |
| <b>Telephone</b> 3522056866                                                                                                                                                                                                                                     | <b>Email</b>                                 |                                                                                     |                     |
| <b>PROPERTY INFORMATION</b>                                                                                                                                                                                                                                     |                                              |                                                                                     |                     |
| <b>Address of Subject Property</b><br>524 550 West ave                                                                                                                                                                                                          | <b>City</b><br>Clermont                      | <b>State</b><br>FL                                                                  | <b>Zip</b><br>34711 |
| <b>Legal Description (include copy of survey)</b><br>The east 93.5 ft of lots 3,4,5, &6, Block 94, official map of Clermont according to the plat thereof, as recorded in the plat book 8, pages 17-23, of the public records of Lake county<br>AIT Key 1615194 |                                              |                                                                                     |                     |
| <b>Acreage</b><br>.43                                                                                                                                                                                                                                           | <b>Land Use (City verification required)</b> |                                                                                     |                     |
| <b>Present Zoning (City verification required)</b><br>PUD                                                                                                                                                                                                       | <b>Proposed Zoning</b><br>Amended PUD        |                                                                                     |                     |



# CITY OF CLERMONT REZONING APPLICATION

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

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

Amending existing PUD to allow additional uses other than a market, including approved uses within the CBD district. Additionally requesting to change the approved signage not to exceed the existing size

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

Darren Johnson

Applicant Name (print)

Darren Johnson

Owner Name (print)

  
x

Applicant Name (signature)

  
x

Owner Name (signature)

City of Clermont

Development Services Department

685 W. Montrose St.

P.O. Box 120219

Clermont, FL 34712-0219

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

5/22/2020

## LEGAL NOTICE

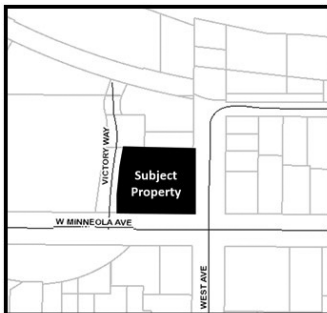
On Tuesday, May 7, 2024 at 6:30 PM the Clermont Planning & Zoning Commission will consider the enactment of the following proposed ordinance, and on Tuesday, May 28, 2024 at 6:30 PM at a public hearing the request will be held before the City Council for Final Adoption.

### ORDINANCE NO. 2024-023

**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

The Market and Victory Village  
Improved property northwest of West Ave and Minneola Ave Intersection  
Alternate Key 1615194 & 1714061



#### LEGAL DESCRIPTION

##### PARCEL 1

ALL OF LOT 3, BLOCK 94, AND THE EAST 93.5 FEET OF LOT 4, BLOCK 94, OFFICIAL MAP OF CLERMONT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGES 17 THROUGH 23, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

AND

THE EAST 93.5 FEET OF LOTS 5 AND 6, BLOCK 94, OFFICIAL MAP OF CLERMONT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGES 17 THROUGH 23, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

##### PARCEL 2

COMMENCE AT THE SOUTHEAST CORNER OF LOT 6, BLOCK 94, OFFICIAL MAP OF THE CITY OF CLERMONT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 17, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, THENCE RUN N89°26'08"W, ALONG THE NORTH RIGHT OF WAY LINE OF MINNEOLA AVENUE FOR A DISTANCE OF 93.50 FEET TO THE SOUTHWEST CORNER OF THE EAST 93.5 FEET OF SAID LOT 6 AND THE POINT OF BEGINNING; THENCE CONTINUE N89°26'08"W, ALONG SAID NORTH RIGHT OF WAY LINE FOR A DISTANCE OF 136.20 FEET, THENCE RUN N00°18'15"E, FOR A DISTANCE OF 47.78 FEET TO THE POINT OF BEGINNING OF A TANGENT CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 615.00 FEET, A CHORD BEARING OF N05°23'45"E, AND A CHORD DISTANCE OF 109.16 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 109.31 FEET THROUGH A CENTRAL ANGLE OF 10°11'01" TO THE END OF SAID CURVE; THENCE RUN N10°29'16"E, FOR A DISTANCE OF 44.03 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 3, BLOCK 94, SAID PLAT OF OFFICIAL MAP OF THE CITY OF CLERMONT; THENCE RUN S89°26'32"E, ALONG SAID WESTERLY EXTENSION OF THE NORTH LINE OF LOT 3 FOR A DISTANCE OF 63.34 FEET TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE RUN S00°38'18"W, ALONG THE WEST LINE OF SAID LOT 3 FOR A DISTANCE OF 50.00 FEET TO THE NORTHWEST CORNER OF LOT 4, BLOCK 94, SAID PLAT OF OFFICIAL MAP OF THE CITY OF CLERMONT; THENCE RUN S89°26'32"E, ALONG THE NORTH LINE OF SAID LOT 4 FOR A DISTANCE OF 56.30 FEET TO THE NORTHWEST CORNER OF THE EAST 93.50 FEET OF SAID LOT 4; THENCE RUN S00°32'34"W, ALONG THE WEST LINE OF THE EAST 93.50 FEET OF LOTS 4, 5, AND 6, BLOCK 94, SAID PLAT OF OFFICIAL MAP OF THE CITY OF CLERMONT FOR A DISTANCE OF 149.94 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCELS OF LAND CONTAIN 1.031 ACRES MORE OR LESS.

#### PROPERTY REZONING

##### Amendment to Planned Unit Development Ordinance 2021-003

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



CONCEPT PLAN FOR  
THE RESIDENCES OF VICTORY VILLAGE  
AND  
THE MARKET

CLERMONT, FLORIDA

PARCEL NO. 24-22-25-0100-094-00300

PARCEL NO. 24-22-25-0100-094-00500

PARCEL NO. 24-22-25-0100-094-00401

PROJECT DATA

OWNER: VICTORY COAST, LLC  
PO BOX 120607  
CLERMONT, FL 34712

PARCEL NO: 24-22-25-0100-094-00300  
24-22-25-0100-094-00500  
24-22-25-0100-094-00401

ALTERNATE KEY: 1615194  
2788577  
1714061

ZONING JURISDICTION: THE CITY OF CLERMONT, FLORIDA  
ZONING CLASSIFICATION: "CBD" - CENTRAL BUSINESS DISTRICT  
"C-1" - LIGHT COMMERCIAL DISTRICT

USE CLASSIFICATION: MULTI-FAMILY RESIDENTIAL & MULTI-USE RETAIL

TOTAL PROPERTY AREA: 1.04 ACRES / 45,127 S.F.

PROPOSED BUILDING AREA DATA:

MULTI-FAMILY AREA (BUILT): 46,865 S.F.  
(MERCANTILE AREA (BUILT): 7,816 S.F.

SITE RESTRICTIONS:

S122-245.3 MAXIMUM BUILDING HEIGHT: 55'-0"  
S122-245.4 MINIMUM LOT WIDTH FOR RESIDENTIAL: 100'-0"  
S122-246 YARDS

MINIMUM YARD REQUIREMENTS:  
FRONT YARD: NONE  
SIDE YARD: NONE  
REAR YARD: NONE

OCCUPANCY:

S122-249 MAXIMUM RESIDENTIAL DENSITY:  
(WITHOUT DENSITY BONUS) MAXIMUM PERMITTED IN CBD: 25 DWELLING UNITS PER ACRE  
MAXIMUM PER 1.04 ACRE = 25 UNITS

TOTAL UNITS PROPOSED: 25 UNITS (24.04 => 24 UNITS / ACRE)

ZONING / FUTURE LAND USE  
(SURROUNDING PROPERTIES)

| ZONING                                 | FLU                |
|----------------------------------------|--------------------|
| NORTH: CBD - CENTRAL BUSINESS DISTRICT | DOWNTOWN MIXED USE |
| SOUTH: CBD - CENTRAL BUSINESS DISTRICT | DOWNTOWN MIXED USE |
| EAST: CBD - CENTRAL BUSINESS DISTRICT  | DOWNTOWN MIXED USE |
| WEST: CBD - CENTRAL BUSINESS DISTRICT  | DOWNTOWN MIXED USE |

PARKING REQUIREMENTS:

PARKING REQUIRED:  
S98-14 RETAIL BUSINESS IN THE CENTRAL BUSINESS DISTRICT  
(THE MARKET, CIDER SHACK AND FOOD TRAILERS):  
1 SPACE / 400 S.F. (7,816 S.F.) 20 SPACES

S98-14: DWELLING UNITS:  
2 SPACES / 3 BEDROOM UNIT (6 UNITS) 12 SPACES  
1.5 SPACE / 1 & 2 BEDROOM UNIT (19 UNITS) 29 SPACES

DISPLACED PARKING FOR THE WOODHOUSE SPA: 8 SPACES

PARKING SPACES REQUIRED: 69 SPACES

PARKING PROPOSED:  
GROUND FLOOR PARKING GARAGE: 48 SPACES  
ON-STREET PARKING: 19 SPACES  
ON-STREET ADA SPACES RESERVED FOR RETAIL: 4 SPACES

TOTAL PARKING SPACES PROVIDED: 71 SPACES

VARIANCES

VARIANCES REQUESTED:

- MAXIMUM RETAINING WALL HEIGHT OF 15' FOR INTERIOR RETAINING WALLS (SEE KEY NOTE 5 FOR LOCATION). THIS WALL IS NOT ANTICIPATED TO BE VISIBLE FROM THE EXTERIOR OF THE PROJECT AND IS AN INTEGRAL PART OF THE GROUND FLOOR PARKING AREA.
- EXCAVATION / CUT AREAS ANTICIPATED TO EXCEED 10' TOTAL LESS THAN 1% OF THE SITE AREA (SEE RED CROSS HATCHED AREA)
- A WAIVER IS REQUESTED TO REDUCE THE PARKING SPACE SIZE OF THE GROUND FLOOR PARKING GARAGE AREA TO 9' WIDE BY 20' DEEP.

PROPERTY DESCRIPTION

DESCRIPTION:  
ALL OF LOT 3, BLOCK 94, ACCORDING TO THE OFFICIAL PLAT OF CLERMONT, FILED 4TH OF FEBRUARY 1926, AND RECORDED IN PLAT BOOK 8, PAGES 17 TO 23, INCLUSIVE, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

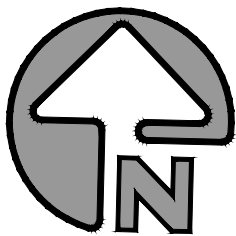
AND

THE EAST 93.5 FEET OF LOTS 4, 5, AND 6, BLOCK 94, AS REPRESENTED ON THE OFFICIAL MAP OF THE CITY OF CLERMONT, FILED FEBRUARY 4, 1926 AND RECORDED IN PLAT BOOK 8, PAGES 17 TO 23, BOTH INCLUSIVE, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

TOGETHER WITH THE FOLLOWING DESCRIBED PROPERTY

COMMENCE AT THE SOUTHEAST CORNER OF LOT 6, BLOCK 94, OFFICIAL MAP OF THE CITY OF CLERMONT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 17, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, THENCE RUN N 89°26'08" W ALONG THE NORTH RIGHT OF WAY LINE OF MINNEOLA AVENUE FOR A DISTANCE OF 93.50 FEET TO THE SOUTHWEST CORNER OF THE EAST 93.50 FEET OF SAID LOT 6 AND THE POINT OF BEGINNING; THENCE CONTINUE N 89°26'08" W ALONG SAID NORTH RIGHT OF WAY LINE FOR A DISTANCE OF 136.20 FEET; THENCE RUN N 00°18'15" E FOR A DISTANCE OF 47.78 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 615.00 FEET, A CHORD BEARING OF N 05°23'45" E AND A CHORD DISTANCE OF 109.16 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 109.31 FEET THROUGH A CENTRAL ANGLE OF 10°11'01" TO THE END OF SAID CURVE; THENCE RUN N 10°29'16" E FOR A DISTANCE OF 44.03 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 3, BLOCK 94, SAID PLAT OF OFFICIAL MAP OF THE CITY OF CLERMONT; THENCE RUN S 89°26'32" E ALONG SAID WESTERLY EXTENSION OF THE NORTH LINE OF LOT 3 FOR A DISTANCE OF 63.34 FEET TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE RUN S 00°38'18" W ALONG THE WEST LINE OF SAID LOT 3 FOR A DISTANCE OF 50.00 FEET TO THE NORTHWEST CORNER OF LOT 4, BLOCK 94, SAID PLAT OF OFFICIAL MAP OF THE CITY OF CLERMONT; THENCE RUN S 89°26'32" E ALONG THE NORTH LINE OF SAID LOT 4 FOR A DISTANCE OF 56.30 FEET TO THE NORTHWEST CORNER OF THE EAST 93.50 FEET OF SAID LOT 4; THENCE RUN S 00°32'34" W ALONG THE WEST LINE OF THE EAST 93.50 FEET OF LOTS 4, 5 AND 6, BLOCK 94, SAID PLAT OF OFFICIAL MAP OF THE CITY OF CLERMONT FOR A DISTANCE OF 149.94 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.04 ACRES, MORE OR LESS.



GRAPHIC SCALE  
( IN FEET )  
1 inch = 20 ft.

LEGEND

- PROPOSED CONCRETE PAVEMENT / SIDEWALK
- PROPOSED ASPHALT PAVEMENT
- PROPOSED GRASSED AREA
- PROPOSED BUILDING AREA

SITE PLAN KEYNOTES

- PROPOSED CONCRETE PAVEMENT
- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE SIDEWALK
- EXISTING CONCRETE SIDEWALK
- RETAINING WALL
- PROPOSED CONCRETE CURB
- EXISTING BOLLARD
- PROPOSED MOTORCYCLE PARKING
- PROPOSED PAINTED STRIPED ISLAND
- PROPOSED OPEN AIR PARKING
- PROPOSED LOWER LEVEL PARKING
- PROPOSED HANDICAP RAMP WITH DETECTABLE WARNING STRIP
- EXISTING PARKING
- EXISTING DRIVEWAY
- EXISTING CONCRETE CURB AND GUTTER
- EXISTING PEDESTRIAN CROSSWALK
- BUILDING ABOVE
- EXISTING ASPHALT PAVEMENT

THE RESIDENCES AT VICTORY VILLAGE  
AND THE MARKET

CONCEPT PLAN

**HEI**  
HIGHLAND  
ENGINEERING, INC.  
75 West Wilma Street  
Orlando, Florida 32806  
Office 407-275-7877  
Fax 407-275-7901  
CA No. 27612

JOB No.: DWJ-002  
DESIGNED BY: J.B. & J.K.  
DRAWN BY: J.B./J.K.  
APPROVED BY: J.B.  
DATE: 1-25-2021  
SHEET: 1 OF 1

NOT FOR CONSTRUCTION  
UNLESS SIGNED AND SEALED

DATE:





# CITY OF CLERMONT

## AGENDA ITEM

Page 1 of 1

|                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                    |                                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|--------------------------------|
| <b>Meeting Date</b>                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                    |                                |
| Tuesday, May 28, 2024                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                    |                                |
| <b>Agenda Item Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                    |                                |
| Ordinance No. 2024-024 <i>Final Nuisance Abatement Board</i>                                                                                                                                                                                                                                                                                                                                                                               |                                                    |                                |
| <b>Requested Action</b>                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                    |                                |
| <b>Staff Report</b>                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                    |                                |
| This request is to create the Nuisance Abatement Board. The Nuisance Abatement Board will be a tool for the City to utilize in the event of a problematic operation of a business. The board will consist of the same seven members as the Code Enforcement Board, and will meet on an as-needed basis. The board will be able to levy fines and apply conditions to properties that have been deemed a nuisance by the Police Department. |                                                    |                                |
| <b>Additional Analysis</b>                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                    |                                |
| <b>Fiscal Impact Summary</b>                                                                                                                                                                                                                                                                                                                                                                                                               |                                                    |                                |
| None                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                    |                                |
| <b>Fiscal Impact</b>                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>Fund Number and Description</b>                 | <b>Available Budget Amount</b> |
| <b>Exhibits Attached</b> (copies of original agreements)                                                                                                                                                                                                                                                                                                                                                                                   |                                                    |                                |
| 1. 2024-024 Nuisance Abatement Board (05.17.2024)                                                                                                                                                                                                                                                                                                                                                                                          | 2024-024 Nuisance Abatement Board (05.17.2024).pdf |                                |
| 2. 2024-24 Business Impact Estimate                                                                                                                                                                                                                                                                                                                                                                                                        | 2024-24 Business Impact Estimate.docx              |                                |
| 3. Legal Ad                                                                                                                                                                                                                                                                                                                                                                                                                                | Legal Ad.pdf                                       |                                |



*CITY OF CLERMONT*  
**ORDINANCE NO. 2024-024**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING CHAPTER 1 “GENERAL PROVISIONS”, ARTICLE II “CODE ENFORCEMENT”, DIVISION 1 “GENERALLY”, AMENDING SECTIONS 1-41 “INTENT OF ARTICLE, 1-42 “ALTERNATE CODE ENFORCEMENT SYSTEM” AND 1-43 “SUPPLEMENTAL ENFORCEMENT”, AND CREATING DIVISION 5 “PUBLIC NUISANCE ABATEMENT BOARD” SECTIONS 1-140 THROUGH 1-160 OF THE CITY CODES OF THE CITY OF CLERMONT CREATING A PUBLIC NUISANCE ABATEMENT BOARD; PROVIDING FOR CREATION, COMPOSITION, TERMS OF BOARD MEMBERS AND BOARD OFFICERS; DEFINITIONS; POWERS OF BOARD; INITIATING A COMPLAINT; HEARING; PENALTIES; ENFORCEMENT OF ORDERS; JUDICIAL REVIEW; SUPPLEMENTAL ENFORCEMENT; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Article VIII, Section 2 of the Florida Constitution and Chapter 166 of the Florida Statutes, the City of Clermont is authorized and required to protect the public health, safety and welfare of its citizens and has the power and authority to enact regulations for valid governmental purposes that are not inconsistent with general or special law;

**WHEREAS**, the public health, safety and welfare is a legitimate public purpose recognized by the courts of Florida;

**WHEREAS**, the City of Clermont is authorized by Section 893.138, Florida Statutes, as amended or renumbered to promote, protect, and improve the health, safety, and welfare of the citizens of Clermont to create an administrative board with authority to impose administrative fines and other noncriminal penalties in order to provide an equitable, expeditious, effective, and inexpensive method of enforcing specified ordinances and abating specified nuisances in the City of Clermont; and

**WHEREAS**, the City Council of the City of Clermont finds and declares that it is in the best interest of the citizens of Clermont and the community to create and authorize an administrative board as authorized by Florida Law and to be known as the Public Nuisance Abatement Board.

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



*CITY OF CLERMONT*  
**ORDINANCE NO. 2024-024**

**SECTION 1:**

The foregoing Whereas clauses are hereby ratified and incorporated as the legislative intent and findings supporting this Ordinance.

**SECTION 2:**

Chapter 1, “General Provisions”, Article II, “Code Enforcement”, Division 1, “Generally” of the City Code of the City of Clermont is hereby amended as follows: (note strikethrough indicates removed words and underlined indicates added)

ARTICLE I. CODE ENFORCEMENT AND NUISANCE ABATEMENT  
DIVISION 1. GENERALLY

**Sec. 1-41. Intent of article.**

It is the intent of this article to appoint a municipal code enforcement board with the authority to impose administrative fines and other noncriminal penalties and to establish a citation process 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 or ~~of~~ repeated violation exists or continues to exist. It is the further intent of this article to appoint a public nuisance abatement 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 prohibiting public nuisances on property within the city. This article has been enacted pursuant to the authority of F.S. ch. 162 and F.S. Sec: 893.138, as amended or renumbered.

**Sec. 1-42. Alternate code enforcement and nuisance abatement system.**

The city hereby adopts an alternate code enforcement and nuisance abatement system which gives the code enforcement board and the public nuisance abatement board appointed by the city council the authority to hold hearings, require remedial measures and assess fines for violations ~~against violators~~ of the city codes and ordinances or failing to prohibit a nuisance.

**Sec. 1-43. Supplemental enforcement.**

Nothing contained in this article shall prohibit the city from enforcing its codes or prohibiting a nuisance by any other means.



*CITY OF CLERMONT*  
**ORDINANCE NO. 2024-024**

**SECTION 3:**

Chapter 1, “General Provisions”, Article II, “Code Enforcement” is hereby amended to create Division 5, “Public Nuisance Abatement Board” of the Code of the City of Clermont, Florida as follows: (note strikethrough indicates removed words and underlined indicates added)

**ARTICLE IX. PUBLIC NUISANCE ABATEMENT BOARD**

Sec. 1-140. Creation; composition; terms of members; board officers.

(a) There is hereby created, pursuant to F.S. § 893.138 and the City of Clermont’s Municipal Home Rule Powers, a Public Nuisance Abatement Board for the purpose of promoting, protecting, and improving the health, safety and welfare of the residents of the City of Clermont.

(b) The Public Nuisance Abatement Board shall consist of seven (7) regular members who are residents of the City of Clermont and who will serve without pay.

(c) In order to streamline the number and functions of administrative boards in the City of Clermont government, the City of Clermont Code Enforcement Board, as appointed by the Clermont City Council, is designated and authorized to act as the Public Nuisance Abatement Board.

(d) In accordance with paragraph (c) above, the terms of the regular and alternate members of the Public Nuisance Abatement Board shall coincide with the terms of the regular members of the Code Enforcement Board.

(e) The Public Nuisance Abatement Board shall elect its own chairman and vice-chairman and may conduct business with a quorum of four (4) members.

Sec. 1-141. Definitions.

As used in this article:

Board means the Public Nuisance Abatement Board of the City of Clermont.

Board Attorney means legal counsel appointed to represent the Clermont Code Enforcement Board, who shall advise the Board regarding the organization of the board, the conduct of its hearings, and the exercise of its powers. The Board Attorney shall not prosecute cases before the Board and shall not exercise supervision over the Prosecuting Attorney when acting in that capacity.

Controlled substance means any substance named or described in F.S. § 893.03; any substance sold in lieu of a controlled substance in violation of F.S. § 817.563; any imitation controlled



*CITY OF CLERMONT*  
**ORDINANCE NO. 2024-024**

substance defined in F.S. § 817.564; or any "legend drug" or "prescription drug" as defined in F.S. § 499.003.

Operator means the person operating a place or premises subject to this article. The term includes, but is not limited to, owners, tenants, subtenants, and persons having operational control over the place or premises.

Owner means the owner of the real property upon which the place or premises is located. In cases where the owner and the operator are the same person, the terms "owner" and "operator" are used interchangeably in this article.

Place or premises means real property and its appurtenances and structures thereon as described in the deed or other instrument of conveyance as recorded in the Public Records of Lake County, Florida. The term includes but is not limited to parking lots and other areas open to the general public or to invitees or licensees.

Prosecuting Attorney means the appointed City Attorney, or designee, who shall prosecute cases before the Board.

Public nuisance conduct means the conduct described in section 1-142 (c).

Recurring public nuisance conduct means any single or multiple instance of the conduct described in section 1-142(c) occurring during the effective term of an order entered by the Board.

Respondent means the owner, operator, and any other person against whom a complaint is brought pursuant to this article.

Sec. 1-142. Powers of the board.

The Public Nuisance Abatement Board shall have the power to:

- (a) Adopt rules for the conduct of its hearings and establish procedures;
- (b) Take testimony and receive documentary evidence;
- (c) Hear complaints and declare as a public nuisance any place or premises, that has been used:
  - (1) On more than two (2) occasions within a six-month period, as the site of a violation of F.S. § 796.07;
  - (2) On more than two (2) occasions within a six-month period, as the site of the unlawful sale, delivery, manufacture, or cultivation of any controlled substance;



*CITY OF CLERMONT*  
**ORDINANCE NO. 2024-024**

(3) On one (1) occasion as the site of the unlawful possession of a controlled substance, where such possession constitutes a felony and that has been previously used on more than one (1) occasion as the site of the unlawful sale, delivery, manufacture, or cultivation of any controlled substance;

(4) By a criminal gang for the purpose of conduction criminal gang activity as defined by F.S. § 874.03;

(5) On more than two (2) occasions within a six-month period, as the site of a violation of F.S. § 812.019, relating to dealing in stolen property; or

(6) On more than two (2) occasions as the site of a violation of F.S. Ch. 499, relating to misbranded drugs or cosmetics;

(7) As a pain-management clinic, as described in F.S. § 458.3265 or § 459.0137, and has been used on more than two (2) occasions within a six-month period as the site of a violation of:

a. F.S. § 784.011, § 784.021, § 784.03, or § 784.05, relating to assault and battery;

b. F.S. § 810.02, relating to burglary;

c. F.S. § 812.014, relating to theft;

d. F.S. § 812.131, relating to robbery by sudden snatching; or

e. F.S. § 893.13, relating to the unlawful distribution of controlled substances;

may be declared to be a public nuisance, and such nuisance may be abated pursuant to the procedures provided in this Article.

(d) Order the abatement of a declared public nuisance upon clear and convincing evidence that said place or premises has been used as set forth in paragraph (c) above;

(e) A public nuisance may be established if the conduct described herein occurs in the adjacent parcel or public right-of-way, and there is a showing by clear and convincing evidence that the incident arose out of or originated from the place or premises; and

(f) Issue orders having the force of law consistent with authority contained herein and in F.S. § 893.138.

Sec. 1-143. Initiating a complaint.



*CITY OF CLERMONT*  
**ORDINANCE NO. 2024-024**

(a) The Prosecuting Attorney or the Police Department may file a complaint with the Clerk to the Board using information provided by the Police Department or any other appropriate city department.

(1) The complaint shall allege the facts necessary to demonstrate a place or premises is the site of public nuisance conduct.

(2) The complaint shall name the owner and, if appropriate, the operator as respondents. If a place or premises is leased to or under the operational control of more than one (1) person, a failure to name all such persons as respondents shall not prejudice the right of the city to proceed against those persons who, in the judgment of the Prosecuting Attorney, are responsible for the occurrence of public nuisance conduct at the place or premises.

(b) Any employee, officer or resident of the City of Clermont may file a verified complaint with the Clerk to the Board alleging that a place or premises is the site of public nuisance conduct.

(1) The verified complaint filed by an employee, officer or resident of the City, shall be reviewed for legal sufficiency by the Board Attorney. In reviewing a complaint for legal sufficiency, the Board Attorney shall evaluate whether the material allegations of the complaint, if true, would support a finding by the Board that the property is a public nuisance.

(2) If the Board Attorney finds that the verified complaint is legally sufficient, such finding shall be reduced to writing and provided to the Clerk.

(c) Upon the receipt of a complaint from the Prosecuting Attorney, Police Department or the receipt from the Board Attorney that a verified complaint is legally sufficient, the Clerk shall notify the Chairman of the Board who may call a hearing of the Board within sixty (60) days following receipt of the complaint.

(d) The Clerk shall furnish a Notice of Hearing along with a copy of the complaint, to the respondent(s), or in the case where a respondent is a corporation, the registered agent, at the last known address, by one (1) of the following methods:

(1) U.S. mail, certified return receipt requested, or

(2) Personal service not less than three (3) days prior to a scheduled hearing before the Public Nuisance Abatement Board.

(e) The Notice of Hearing shall contain:

(1) The owner's name,

(2) The address of the property where the alleged acts occurred, and





*CITY OF CLERMONT*  
**ORDINANCE NO. 2024-024**

(3) The date, time and place of the hearing.

Sec. 1-144. Hearing.

(a) The Board shall conduct a public hearing on the complaint, receiving any evidence, including evidence of the general reputation of the place or premises.

(b) All testimony shall be under oath and recorded on audio tape or by other means.

(c) If the case is brought by the Prosecuting Attorney or Police Department, said attorney shall present relevant evidence before the Board on behalf of the city. If the case is brought by an employee, officer or resident of the city, said employee, officer, or resident shall present the evidence before the Board.

(d) The respondent(s) shall have an opportunity to present relevant evidence in his defense.

(e) All parties shall have an opportunity to present relevant evidence and argument on all issues involved, conduct cross examination and submit rebuttal evidence.

(f) The Board may consider any evidence, including, but not limited to, evidence of the general reputation of the place or premises.

(g) Formal rules of evidence shall not apply, but fundamental due process shall govern the proceedings. Irrelevant, immaterial or unduly repetitious evidence or argument shall be excluded but all other evidence of a type commonly relied upon by reasonable prudent persons in the conduct of their affairs shall be admissible, whether or not such evidence would be admissible in a trial in the courts of this state. The Board Chairman upon consultation with the Board Attorney shall have the authority to limit and exclude evidence or argument.

(h) (1) In any case brought by the Prosecuting Attorney or the Police Department on behalf of the city, the city shall have the burden of proving the existence of an unlawful public nuisance by competent and substantial evidence sufficient to meet the clear and convincing standard of proof,

(2) In any case brought by an employee, officer or resident of the city, said employee, officer or resident shall have the burden of proving the existence of an unlawful public nuisance by competent and substantial evidence sufficient to meet the clear and convincing standard of proof.

(i) If the respondent(s) have been properly noticed in regard to the hearing before the Board and if any respondent fails to appear, the Board may proceed with a hearing in absentia on the merits of the alleged violation. Any findings or order resulting from such hearing are valid and binding upon the respondents who have been properly noticed in regard to the hearing.



*CITY OF CLERMONT*  
**ORDINANCE NO. 2024-024**

(j) At the conclusion of the hearing and after considering all evidence presented at such hearing, the Board shall issue findings of fact based upon the evidence presented and made part of the record.

(1) If the Board finds that the allegations of the complaint have not been proved, the Board shall dismiss the complaint.

(2) If the Board finds that a sufficient number of the allegations of the complaint have been proved, the Board may declare the property to be an unlawful public nuisance.

(3) If the Board declares that the property is an unlawful public nuisance, the Board may then consider the appropriate remedy, at the same meeting or at a later regular meeting or special meeting called for such purpose. The Board may, following its consideration of the appropriate remedy, enter an order requiring the owner of such place or premises to adopt such procedure as may be appropriate under the circumstances to abate any such nuisance. In addition to entering an order to stop the nuisance, the Board may enter an order immediately prohibiting:

a. The maintaining of the nuisance;

b. The operating or maintaining of the place or premises, including the closure of the place or premises or any part thereof; or

c. The conduct, operation, or maintenance of any business or activity on the premises which is conducive to such nuisance.

(k) The findings and orders shall be by motion adopted by a majority of those present and voting.

(l) The order shall be reduced to writing, executed by the presiding chair of the Board, and filed with the Clerk. A copy of the executed order shall be mailed or hand delivered to each party within five (5) working days after execution by the presiding chair of the Board.

(m) The Board may retain jurisdiction for one (1) year after the initial or any subsequent order's effective date to modify and/or enforce the order.

Sec. 1-145. Penalties.

(a) The Board may also impose the following penalties and require the following actions when a public nuisance is found to exist on the property or premises:

(1) Fines as authorized in Section 893.138, Florida Statutes;



*CITY OF CLERMONT*  
**ORDINANCE NO. 2024-024**

- (2) Award reasonable costs, including reasonable attorney fees, associated with investigations of and hearings on public nuisances;
- (3) Require the respondent(s) to screen potential tenants or subtenants through a written rental application form, verify information on the application, conduct a criminal record check on each prospective tenant or subtenant, and/or verify identity of applicant(s) through Florida Drivers License, Florida Identification Card, or other comparable form of identification;
- (4) Require the lease or other written agreement used by the owner provide rules of conduct relating to criminal activity at the place or premises, violation of which shall be grounds for eviction;
- (5) Require the respondent(s) attend meetings of an appropriate neighborhood group or association;
- (6) Require the respondent(s) maintain contact and cooperate with the assigned community police officer in carrying out the provisions of the Board's order; and
- (7) Require any other actions, measures or procedures the Board deems appropriate to abate a nuisance in a particular case; and
- (b) If the Board finds two (2) or more respondents responsible for a public nuisance, those respondents will be jointly and severally responsible for complying with the fines and requirements ordered in paragraph (a) of this section.
- (c) As long as the Board maintains jurisdiction over the property, the Board may reduce or eliminate all fines that have accrued against the property if the Board finds that the owner or the person in charge has taken appropriate corrective steps in good faith to minimize the public nuisance condition or in accordance with the Board's order.

Sec. 1-146. Enforcement of orders.

- (a) Any requirement or action imposed by the Board, other than the imposition of fines or award of costs and fees, shall expire one (1) year after its effective date or at such earlier time as is stated in the order, unless extended by subsequent Order of the Board.
- (b) Any fines imposed or costs and fees awarded by the Board shall continue to be an indebtedness owed to the City of Clermont until satisfied and shall not expire one (1) year after the effective date of the order. Such fines, costs, and fees will become a lien against the property upon the recording of the order as provided in paragraph (c) below.
- (c) Any order issued by the Board declaring a place or premises to be a public nuisance that imposes fines, costs, or attorney's fees under the provisions of this Article shall be recorded with



*CITY OF CLERMONT*  
**ORDINANCE NO. 2024-024**

the Clerk of Court, and shall become a lien against the real property that is the subject of the order and or any other real or personal property owned by the Respondent in Lake County, Florida.

(d) Unless otherwise specified in the order, fines, costs, or attorney's fees imposed by the Board shall be due and payable upon the date of the order of the Board imposing any and all fines, costs, or attorney's fees. Fines, costs, or attorney's fees may be paid in full without interest during the first thirty (30) calendar days after the date due. Thereafter, interest at the rate established by the Comptroller of the State of Florida pursuant to F.S. §§ 55.03(1) and 687.01, shall accrue upon any unpaid amount of fine(s) and costs.

(e) Any lien recorded against real or personal property may be foreclosed by the city and the owner of such real property shall be liable for all costs, including reasonable attorney fees, associated with the recording of orders and foreclosure. However, no lien created pursuant to the provisions of this section may be foreclosed on real property which is a homestead under Section 4, Article X of the State Constitution.

Sec. 1-147. Judicial review.

An order of the Board shall be subject to judicial review in the manner provided by law.

Sec. 1-148. Supplemental enforcement.

All powers and rights conferred by this article shall be in addition to and supplemental to those conferred by any other general or special laws governing public nuisances and shall be liberally construed to effectuate the purpose of this article.

Sec. 1-149 – 1-150. Reserved

**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**

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. 2024-024**

**SECTION 6: CODIFICATION**

The text of Sections 2 and 3 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 7: 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. 2024-024**

**PASSED AND ADOPTED** by the City Council of the City of Clermont, Lake County, Florida on this 28th day of May, 2024.

CITY OF CLERMONT

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Tim Murry, Mayor

ATTEST:

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Tracy Ackroyd Howe, MMC  
City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Daniel F. Mantzaris, City Attorney



*CITY OF CLERMONT*  
**ORDINANCE NO. 2024-024**

**BUSINESS IMPACT ESTIMATE**

**TO:** Mayor Murry and Council Members  
**DATE:** April 23, 2024  
**SUBJECT:** Ordinance No. 2024-024 – Business Impact Estimate

---

Section 166.041, *Florida Statutes*, effective July 1, 2023, requires the City prepare (or cause to be prepared) a business impact estimate prior to final consideration of an ordinance, subject to exemptions noted in the Law. The new law requires that the business impact estimate be posted on the City’s website at the time of the published notice of the City Council’s final consideration of the ordinance, or ten (10) days prior to the adoption public hearing, whichever is longer.

**1. Summary of proposed Ordinance 2024-024**

The proposed ordinance adds Article IX Public Nuisance Abatement Board to the Land Development Code to provide as follows:

- Creates the seven member board.
- Allows the board to hear complaints and declare as a public nuisance any place or premises..
- The Board may impose the penalties and require actions when a public nuisance is found to exist on the property or premises.

**2. Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the city**

**a. Estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted.**

A direct cost to businesses is the cost of actions required to remedy the nuisance. The proposed ordinance does not specify the type of action or remedy and therefore, each business/operator may have a different requirement. The cost vary depending on the business’ needs to become compliant.

**b. Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible.**

A business will not be financially impacted provided they follow the laws and land development code.

**c. An estimate of the City’s regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.**

The proposed ordinance does not add enforcement requirements for City staff beyond that which are in the existing code, therefore there are no additional regulatory costs.

**3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.**

The proposed ordinance is expected to impact less than ten (10) businesses.

**4. Any additional information the board determines may be useful.**

The ordinance is primarily intended to require compliance for property with known nuisances.



|                          |                                                                 |
|--------------------------|-----------------------------------------------------------------|
| <b>Account Number:</b>   | 526733                                                          |
| <b>Customer Name:</b>    | City Of Clermont-Legals                                         |
| <b>Customer Address:</b> | City Of Clermont-Legals<br>P.O. BOX 120219<br>CLERMONT FL 34712 |
| <b>Contact Name:</b>     | Andrea M. Clark                                                 |
| <b>Contact Phone:</b>    |                                                                 |
| <b>Contact Email:</b>    | amclark@clermontfl.org                                          |
| <b>PO Number:</b>        |                                                                 |

|                           |            |
|---------------------------|------------|
| <b>Date:</b>              | 05/08/2024 |
| <b>Order Number:</b>      | 10164640   |
| <b>Prepayment Amount:</b> | \$ 0.00    |

|                          |         |
|--------------------------|---------|
| <b>Column Count:</b>     | 1.0000  |
| <b>Line Count:</b>       | 79.0000 |
| <b>Height in Inches:</b> | 0.0000  |

### Print

| Product                 | #Insertions | Start - End             | Category            |
|-------------------------|-------------|-------------------------|---------------------|
| LEE Daily Commercial    | 1           | 05/14/2024 - 05/14/2024 | Govt Public Notices |
| LEE dailycommercial.com | 1           | 05/14/2024 - 05/14/2024 | 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 | \$126.82 |
| Tax Amount                               | \$0.00   |
| Service Fee 3.99%                        | \$5.06   |
| Cash/Check/ACH Discount                  | -\$5.06  |
| Payment Amount by Cash/Check/ACH         | \$126.82 |
| Payment Amount by Credit Card            | \$131.88 |

|                                  |                 |
|----------------------------------|-----------------|
| <b>Order Confirmation Amount</b> | <b>\$126.82</b> |
|----------------------------------|-----------------|

# Ad Preview

## LEGAL NOTICE

The Clermont City Council will consider the enactment of the following proposed Ordinance at their regularly scheduled meeting to be held Tuesday, May 28, 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. 2024-024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING CHAPTER 1 "GENERAL PROVISIONS", ARTICLE II "CODE ENFORCEMENT", DIVISION 1 "GENERALLY", AMENDING SECTIONS 1-41 "INTENT OF ARTICLE, 1-42 "ALTERNATE CODE ENFORCEMENT SYSTEM" AND 1-43 "SUPPLEMENTAL ENFORCEMENT", AND CREATING DIVISION 5 "PUBLIC NUISANCE ABATEMENT BOARD" SECTIONS 1-140 THROUGH 1-160 OF THE CITY CODES OF THE CITY OF CLERMONT CREATING A PUBLIC NUISANCE ABATEMENT BOARD ; PROVIDING FOR CREATION, COMPOSITION, TERMS OF BOARD MEMBERS AND BOARD OFFICERS; DEFINITIONS; POWERS OF BOARD; INITIATING A COMPLAINT; HEARING; PENALTIES; ENFORCEMENT OF ORDERS; JUDICIAL REVIEW; SUPPLEMENTAL ENFORCEMENT; 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, 1st floor 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.

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  
May 14, 2024



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                  |                                                                      |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|----------------------------------------------------------------------|
| Meeting Date                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                  |                                                                      |
| Tuesday, May 28, 2024                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                  |                                                                      |
| Agenda Item Name                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                  |                                                                      |
| Ordinance No. 2024-026 <i>Final</i><br><i>Land Development Code Amendment</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                  |                                                                      |
| Requested Action                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                  |                                                                      |
| Recommend approval of Ordinance 2024-026.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                  |                                                                      |
| Staff Report                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                  |                                                                      |
| Staff is proposing changes to the Land Development Code to allow for electronic messages on monument signs. This ordinance allows for the use of electronic message signage within 25 percent of the permitted sign areas. These message signs will be able to provide various display content on a timed basis. The intent is not to allow flashing lights to create distractions, but to allow expanded content/messages for commercial uses. The message displays will be limited to a minimum 10-second display period before switching to the next message. <i>The Planning and Zoning Commission recommended approval, 4-1.</i> |                                                                  |                                                                      |
| Additional Analysis                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                  |                                                                      |
| Fiscal Impact Summary                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                  |                                                                      |
| None.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                  |                                                                      |
| Fiscal Impact                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Fund Number and Description                                      | Available Budget Amount                                              |
| Exhibits Attached (copies of original agreements)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                  |                                                                      |
| 1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 2024-026 Chapter 117-23 Changeable Copy Signs (05-03-2024 Final) | 2024-026 Chapter 117-23 Changeable Copy Signs (05-03-2024 Final).pdf |
| 2.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 2024-26 Business Impact Estimate for Electronic Signs (1)        | 2024-26 Business Impact Estimate for Electronic Signs (1).docx       |
| 3.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Legal Ad                                                         | Legal Ad.pdf                                                         |



*CITY OF CLERMONT*  
**ORDINANCE NO. 2024-026**

**AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE, CHAPTER 117-SIGNS, SECTION 117-23 CHANGEABLE COPY SIGNS; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to the provisions of Chapter 163, Florida Statutes, the City of Clermont Planning and Zoning Commission, acting as the Local Planning Agency of the City, has held a public hearing on May 7, 2024, and following such hearing found this Ordinance to be in the best interest of the City of Clermont, and recommended that the City Council adopt this Ordinance; and

**WHEREAS**, the City Council of the City of Clermont shall amend the Land Development Code, Chapter 117-23 Changeable Copy Signs, making changes to add and clarify language on changeable copy signs regulations and guidelines; and

**NOW, THEREFORE, BE IT HEREBY ORDAINED** by the City Council of the City of Clermont, that Chapter 117-23 Changeable Copy Signs of the Clermont Code of Ordinances shall be amended to make changes, as set forth in the following amendments shown in Section 2.

**SECTION 1: AUTHORITY**

The City Council of the City of Clermont has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapter 163 and 166, Florida Statutes.

**SECTION 2:**

The Land Development Code of the City of Clermont Code of Ordinances is hereby adding to read as follows (strikethrough indicates removed words and underlined indicates added):

**Section 117-23. Changeable copy signs.**

Changeable copy signs shall be regulated under the following guidelines. This section shall ~~not~~ include manual changeable copy and electronic message boards. ~~electronic message boards and the like, which are prohibited under this chapter~~. Such signs shall be permitted in the following manner:

- (1) A changeable copy and electronic message boards sign shall not comprise more than 25 percent of the permitted sign area, except as described in this section.
- (2) Motor vehicle service stations and convenience stores with gasoline pumps may utilize up to 50 percent of permitted sign area for changeable prices of gasoline only.

CITY OF CLERMONT  
ORDINANCE NO. 2024-026

- (3) Movie theaters and other performance or entertainment facilities may utilize up to 80 percent of permitted sign area for display of names of films, plays or other performances currently showing. Such changeable copy areas shall be included as part of the permitted sign area.
- (4) Changeable copy signs shall be allowed in commercial, prohibited for office, and industrial zoning districts and residential zoning districts may use non-electronic copy signs ~~uses~~ ~~except~~ for changes in tenant listing. An example is a permitted office in the R-3-A zoning district.
- (5) Use of changeable copy signs as part of permitted wall sign area is prohibited, except as described in Subsection (3) of this section.
- (6) Electronic message board signage:
  - a. Freestanding monument signs are permitted with electronic ~~number~~ changeable copy for messages, price, time, or temperature only. Flashing lights are explicitly prohibited.
  - b. Time duration. The changeable copy ~~numbers for price, time, or temperature~~ may change no more than once every ten (10) seconds.
  - c. Brightness or glare shall be controlled to avoid distractions to vehicular traffic, pedestrian, and adjoining properties. Adjustments shall be made upon written request from the City.
  - d. All electronic copy signs shall be installed with an ambient light monitor.
  - e. Dimmer control electronic message copy signs must have an automatic dimmer control that automatically adjusts the sign's brightness in direct correlation with ambient light conditions.
  - f. Brightness. No electronic ~~number~~ message sign shall exceed a brightness level of 0.3 foot candles above ambient light conditions, as measured using a foot candle (Lux) meter at a preset distance depending on sign area. The measurement distance shall be calculated with the following formula: The square root of the product of the sign area times 100. Example:  $\sqrt{(30 \text{ square feet} \times 100)} = 54 \text{ feet}$ .

**SECTION 3: CONFLICT**

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



*CITY OF CLERMONT*  
**ORDINANCE NO. 2024-026**

**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. 2024-026**

**PASSED AND ADOPTED** by the City Council of the City of Clermont, Lake County, Florida on this 28th day of May, 2024.

CITY OF CLERMONT

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Tim Murry, Mayor

ATTEST:

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Tracy Ackroyd Howe, MMC, City Clerk

Approved as to form and legality:

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Daniel F. Mantzaris, City Attorney





*CITY OF CLERMONT*  
**ORDINANCE NO. 2024-026**

**BUSINESS IMPACT ESTIMATE**

**TO:** Mayor Murry and Council Members  
**DATE:** April 23, 2024  
**SUBJECT:** Ordinance No. 2024-026 – Business Impact Estimate

---

Section 166.041, *Florida Statutes*, effective July 1, 2023, requires the City prepare (or cause to be prepared) a business impact estimate prior to final consideration of an ordinance, subject to exemptions noted in the Law. The new law requires that the business impact estimate be posted on the City’s website at the time of the published notice of the City Council’s final consideration of the ordinance, or ten (10) days prior to the adoption public hearing, whichever is longer.

**1. Summary of proposed Ordinance 2024-026**

The proposed ordinance would allow electronic message boards on specific monument signs.

**2. Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the city**

**a. Estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted.**

A business would not be required to add an electronic message board, therefore no cost involved.

**b. Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible.**

A business will not be financially impacted provided they do not install the sign.

**c. An estimate of the City’s regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.**

The proposed ordinance does not add any new charges or fees for this proposal.

**3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.**

The proposed ordinance would only affect those businesses that wish to take advantage of the new sign code.

**4. Any additional information the board determines may be useful.**

No additional information.

## Order Confirmation

Not an Invoice

|                          |                                                                 |
|--------------------------|-----------------------------------------------------------------|
| <b>Account Number:</b>   | 526733                                                          |
| <b>Customer Name:</b>    | City Of Clermont-Legals                                         |
| <b>Customer Address:</b> | City Of Clermont-Legals<br>P.O. BOX 120219<br>CLERMONT FL 34712 |
| <b>Contact Name:</b>     | Andrea M. Clark                                                 |
| <b>Contact Phone:</b>    |                                                                 |
| <b>Contact Email:</b>    | amclark@clermontfl.org                                          |
| <b>PO Number:</b>        |                                                                 |

|                           |            |
|---------------------------|------------|
| <b>Date:</b>              | 04/10/2024 |
| <b>Order Number:</b>      | 10061828   |
| <b>Prepayment Amount:</b> | \$ 0.00    |

|                          |         |
|--------------------------|---------|
| <b>Column Count:</b>     | 1.0000  |
| <b>Line Count:</b>       | 57.0000 |
| <b>Height in Inches:</b> | 0.0000  |

### Print

| Product                 | #Insertions | Start - End             | Category            |
|-------------------------|-------------|-------------------------|---------------------|
| LEE Daily Commercial    | 2           | 04/22/2024 - 05/13/2024 | Govt Public Notices |
| LEE dailycommercial.com | 2           | 04/22/2024 - 05/13/2024 | 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 | \$168.44 |
| Tax Amount                               | \$0.00   |
| Service Fee 3.99%                        | \$6.72   |
| Cash/Check/ACH Discount                  | -\$6.72  |
| Payment Amount by Cash/Check/ACH         | \$168.44 |
| Payment Amount by Credit Card            | \$175.16 |

|                                  |                 |
|----------------------------------|-----------------|
| <b>Order Confirmation Amount</b> | <b>\$168.44</b> |
|----------------------------------|-----------------|

## Ad Preview

### LEGAL NOTICE

The Clermont Planning and Zoning Commission will consider the proposed ordinance to amend the Land Development Codes, Chapter 117 - Signs, at a public meeting on Tuesday, May 7, 2024 at 6:30 P.M. The final enactment of the ordinance will be heard by the City Council on Tuesday, May 28, 2024 at 6:30 P.M.

### ORDINANCE NO. 2024-026

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE, CHAPTER 117-SIGNS; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

All public meetings will be held in the Clermont City Hall, Council Chambers, located at 685 W. Montrose Street, Clermont FL 34711. This ordinance is available for public inspection in the Development Services Department, Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.

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

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

Tracy Ackroyd Howe, MMC  
City Clerk

Daily Commercial  
April 22, 2024 and May 13, 2024.  
#10061828



# CITY OF CLERMONT

## AGENDA ITEM

Page 1 of 1

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                            |                                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|--------------------------------|
| <b>Meeting Date</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                            |                                |
| Tuesday, May 28, 2024                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                            |                                |
| <b>Agenda Item Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                            |                                |
| Enhancement of Pickleball Facilities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                            |                                |
| <b>Requested Action</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                            |                                |
| <b>Staff Report</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                            |                                |
| <p>The City Council discussed various options to enhance the city's pickleball facilities during the January 16, 2024 City Council Workshop and provided staff with direction to convert the two (2) tennis courts at Lake Felter Park to six (6) pickleball courts. Staff bid the project out and prior to awarding the bid, the winning bidder notified the City that their warranty had changed and now fell outside the bid specs. During the April 9, 2024, City Council Meeting, the Council reaffirmed their direction to continue with the conversion of the tennis courts at Lake Felter Park to pickleball courts. The City Council again discussed the matter during the May 21, 2024, City Council Workshop where five (5) options were presented, ranging from placing pickleball lines on all tennis courts throughout the city to adding additional courts and amenities at the Arts and Recreation Center. Members of the public presented their own recommendations as well. Funding for this project would come from Parks and Recreation Impact Fees. City staff are requesting final direction from the City Council.</p> |                                            |                                |
| <b>Additional Analysis</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                            |                                |
| <b>Fiscal Impact Summary</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                            |                                |
| Funds are available in Parks and Recreation Impact Fees.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                            |                                |
| <b>Fiscal Impact</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>Fund Number and Description</b>         | <b>Available Budget Amount</b> |
| <b>Exhibits Attached</b> (copies of original agreements)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                            |                                |
| 1. Tennis and Pickleball 5.28.24                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Tennis and Pickleball 5.28.24.pptx         |                                |
| 2. Presentation from Tennis Group 5_21_24                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Presentation from Tennis Group 5_21_24.pdf |                                |



# **Parks and Recreation Department Tennis and Pickleball Courts**

***May 28, 2024 City Council Meeting***

# **OPTION #1**

## **LEAVE EVERYTHING AS IS**



**Arts & Rec Center:**

**6 Pickleball Courts, No Lights**

**Felter Park:**

**2 Tennis Courts with Pickleball  
Lines, Lights**

**Kehlor Park:**

**2 Tennis Courts with Pickleball  
Lines, Lights**

**Hancock Park:**

**2 Tennis Courts, Lights**

**Park Pal:**

**3 Tennis Courts, Lights**

## OPTION #2

# ADD PICKLEBALL LINES TO ALL TENNIS COURTS



- Arts & Rec Center: 6 Pickleball Courts, No Lights
- Felter Park: 2 Tennis Courts with Pickleball Lines, Lights
- Kehlor Park: 2 Tennis Courts with Pickleball Lines, Lights
- Hancock Park: 2 Tennis Courts, Lights ADD PICKLEBALL LINES
- Park Pal: 3 Tennis Courts, Lights ADD PICKLEBALL LINES
- **\$11,000 TO ADD LINES**



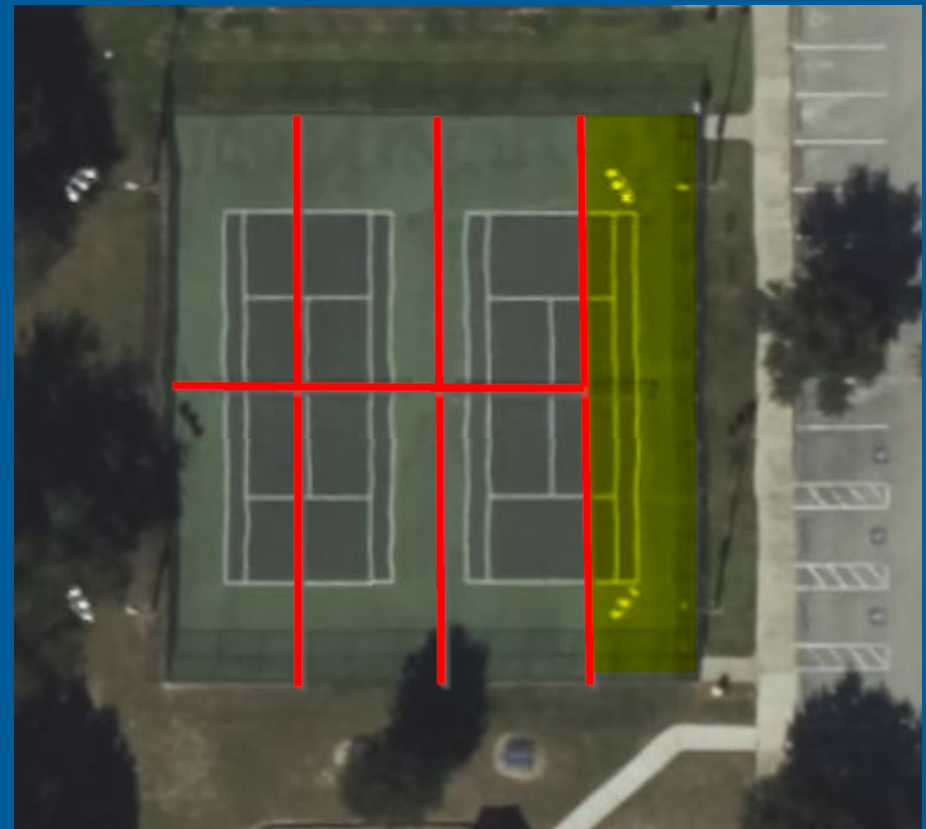
# OPTION #3

## FELTER PARK CONVERSION



### 2 Tennis Courts Converted into 6 Pickleball Courts

- \$40,000 – Surface
- \$26,000 – Fence/Gates
- \$32,000 – Shade/Seating
- \$2,000 – Sidewalk
- **\$100,000 – TOTAL**
- Utilizes existing lights



# OPTION #4

## ARTS & RECREATION CENTER



Add 6 additional pickleball courts **\$175,000**

### QUESTIONS?

- Do the courts need lights? **\$275,000**
- Is a restroom needed? **\$260,000**
- Is additional parking needed? **\$500,000**
- Is shade structure needed? **\$50,000**

*\*Courts may need to be closed during large ARC events*

*ARC parking lot has 422 parking spaces which includes 21 handicap spaces*

# OPTION #5

## ARTS & RECREATION CENTER



- Install lights on 6 existing pickleball courts **\$150,000**

### QUESTIONS?

- Is a restroom needed? \$260,000
- Is additional parking needed? \$500,000
- Is a shade structure needed? \$50,000

*\*Courts may need to be closed during large ARC events*

*ARC parking lot has 422 parking spaces which includes 21 handicap spaces*



**Thank you!**

# TENNIS COURT REMOVAL

---

21 May 2024 / 6:30 PM / CLERMONT CITY COUNCIL

## ACTION ITEMS

**City Council Officials told us: in the recent weeks that they approved to convert Tennis Courts at Felter Park to pickleball courts. They based this major change on some data they received from (Park Rangers only) than Tennis Community and Grounds Employees who are there all the time.**

**We thank you for providing the opportunity to prove this is a Bad Choice and there are Better and Less Costly Options.**



## **Here are our Abbreviated Points to read in 3 minutes:**

- **We have gathered information in the last few weeks to provide you with more detailed and Verified Data.**
- **Per photo summary attached Felter Park Tennis Courts Are Used 95% of the time by Tennis Players.**
- **We had offered an economical alternative adding lines to some of our tennis courts to accommodate pickleball players. We researched there are several reasons for pickleball players not want to use shared courts as well as tennis players. Primarily, pickleball players who show up once in a while in the tennis courts are the beginners and most seasoned players do not want to use shared courts.**

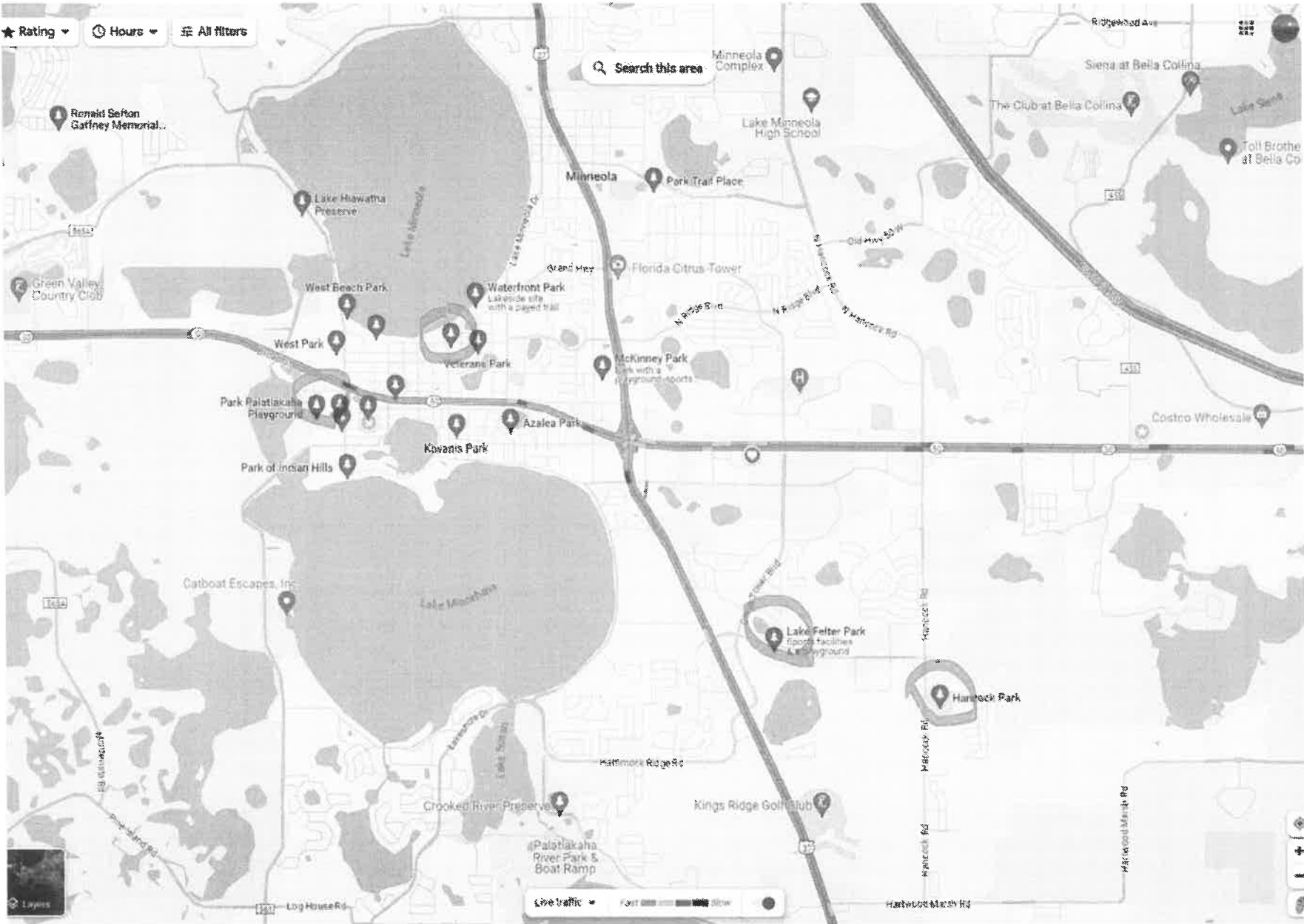


- **We met with Pickleball folks and wrote to all City of Clermont Officials the Following: After several collaborative discussions between our groups, we have reached a consensus on how best to support the growth and enjoyment of both sports in our city. We propose the construction of six new pickleball courts at the existing pickleball site at the Clermont Arts & Recreation Center (ARC). This addition will help manage the increasing demand for pickleball while preserving the current tennis courts for tennis players, who continue to frequent these facilities heavily.**
- **For the initial phase of this project, we suggest focusing on the necessary infrastructure: the playing surfaces, adequate fencing, and proper drainage and retention systems. Based on a previous Workshop presentation by the city, a budget of \$180,000 will suffice for these basic but essential**

**features. This investment will cater to the growing demand and ensure that Clermont continues to offer excellent facilities for all ages and abilities.**

- **Clermont Has Grown Now. There are 300+ Tennis Players using our courts. East of US Hwy 27 residences are Increasing Rapidly. We need a Minimum of 4 Tennis Courts there. The West of US 27 Shortages is Even Worse.**

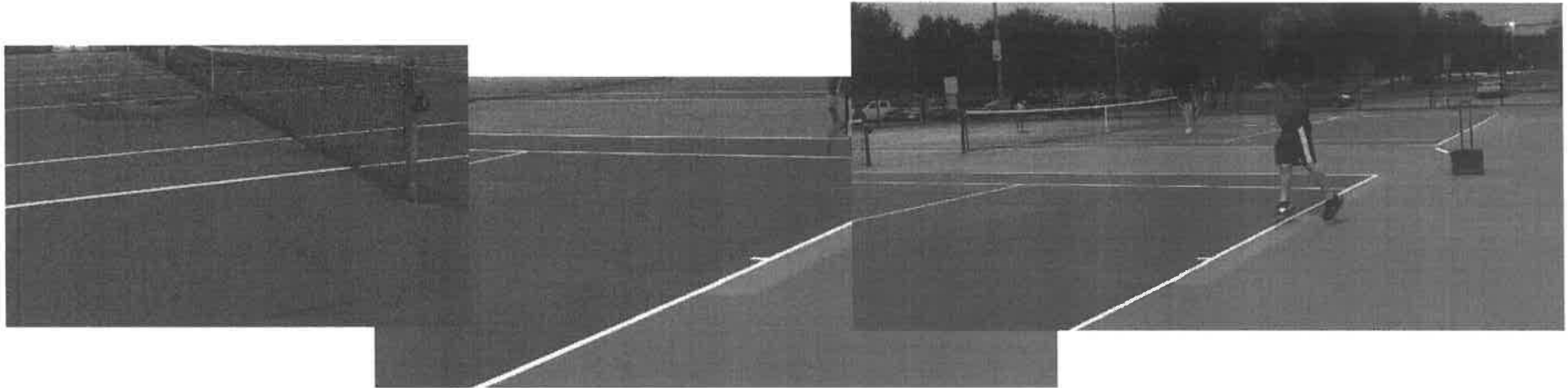
# Clermont Tennis Courts Map



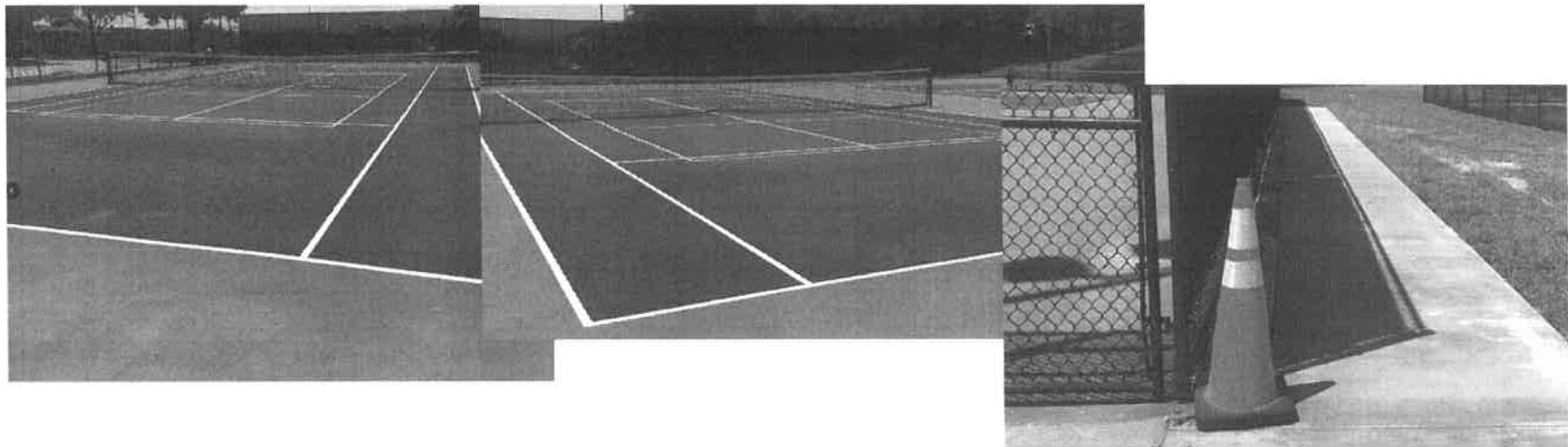
- **Tennis Community Have Asked (Via Many Emails and Calls) for Renovation of all Courts Since 2020. In 2022 Major Overhauls were Done on 2 of 4 Facilities. The best of All facilities is Felter Park now (It was the Worst until 2022).**
- **Please review the following pages to see All of the Improvements and Restructuring and New Lightings are Needed in two of our Parks.**
- **We must bring to your attention that Park Kehlor courts were resurfaced recently and the old cracks are back.**

## Felter Park Courts Condition

Jan 2021 - And Aug 2021 Cleaned and Cracks Filled

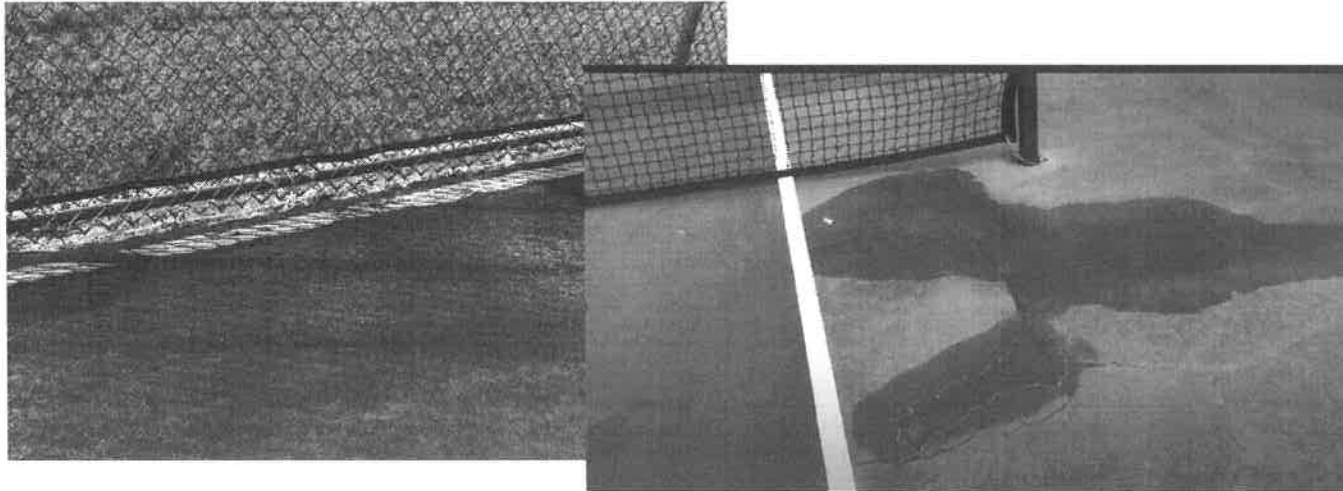


April 2024

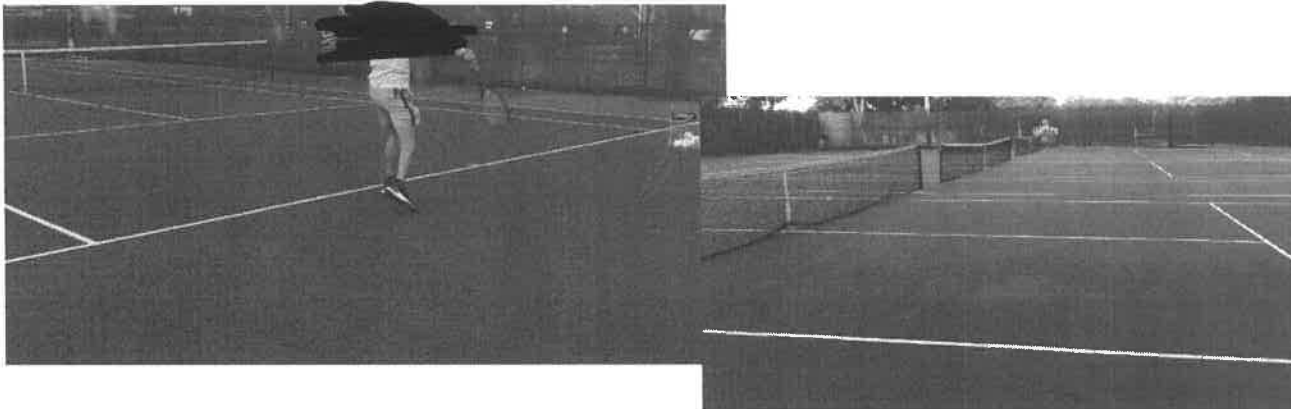


## 12th Street Courts Condition

October 2020

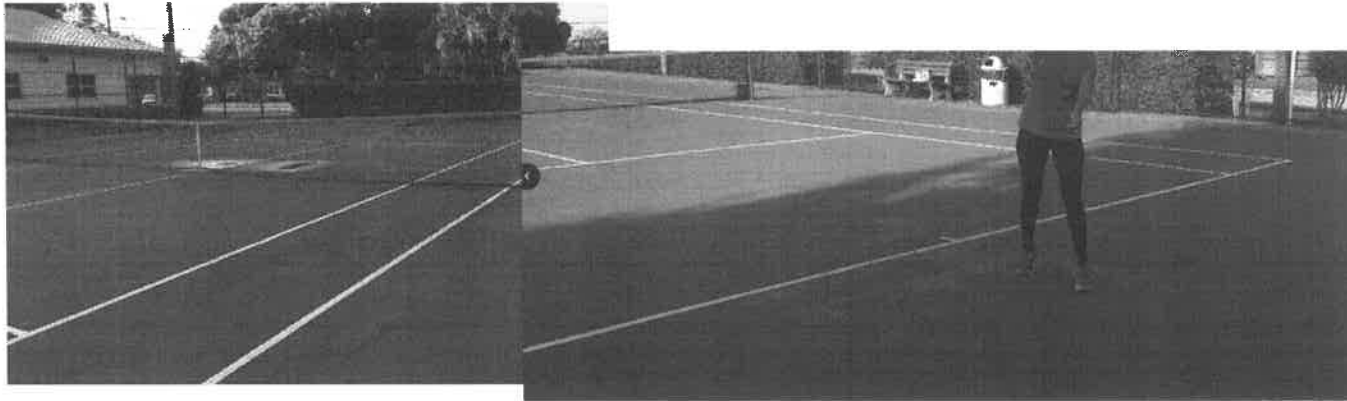


August 2022 After Clean Up and improvements - April 2024

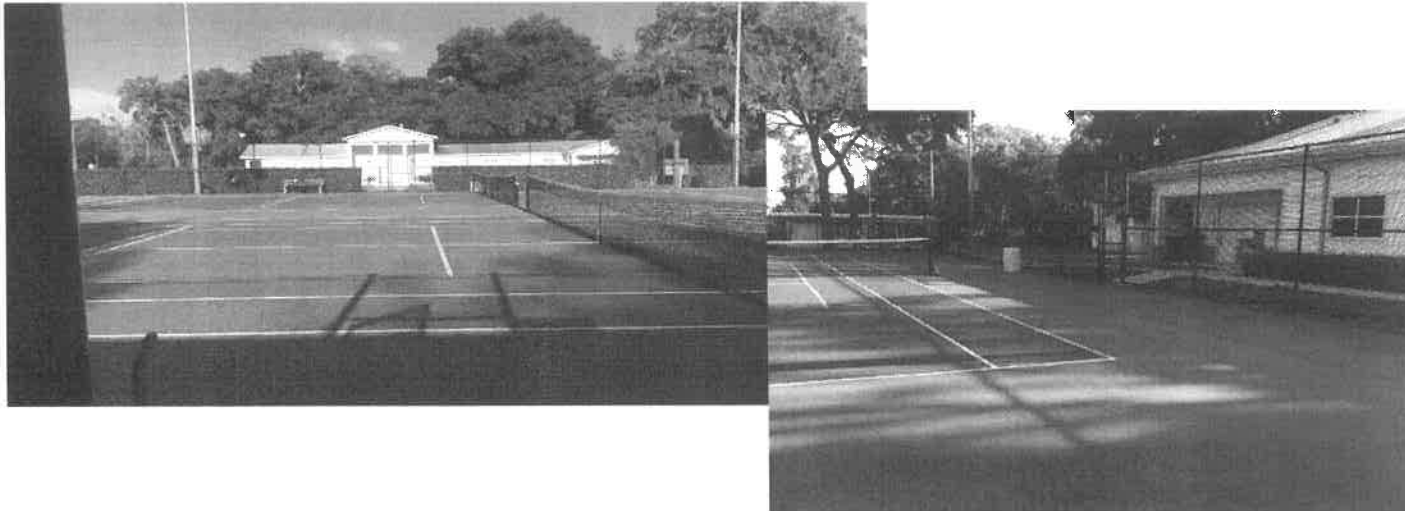


## Fifth Street

2019 to 2022 - Restructured May 2022



Now



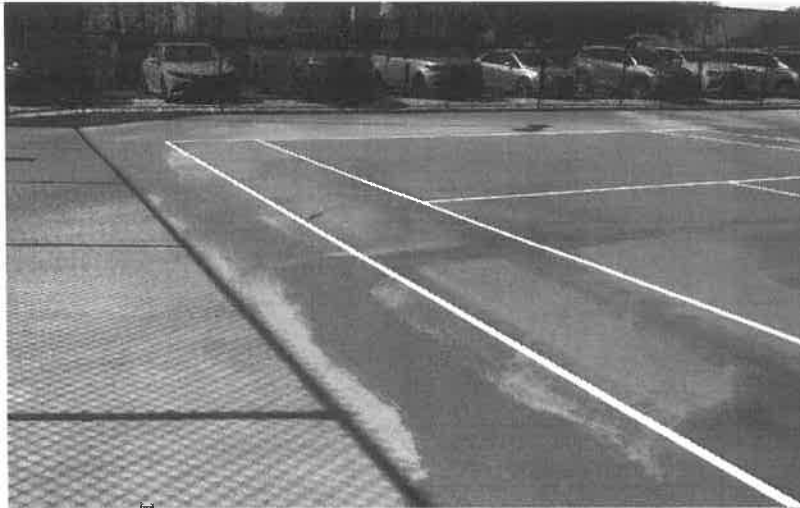


## Hancock Courts: Restructured 2016 - Sprinkler Damage Needs Cleaning

March 2021



April 2024



● **Conclusion:**

- ☐ **We request you to consider the cost effective addition of pickleball courts and avoiding the conversion of the Felter Park Tennis Courts to Pickleball Courts.**
- ☐ **Please Consider Improving the Lighting System.**

# Felter Park April to May 2024

4-23 Tues 11Am



# Felter Park April to May 2024



# Felter Park April to May 2024



## Felter Park April to May 2024



# Felter Park April to May 2024





## Felter Park April to May 2024



# Felter Park April to May 2024



## Felter Park April to May 2024



# Felter Park April to May 2024



# Felter Park April to May 2024





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

|                                                                                           |                                                            |                                |
|-------------------------------------------------------------------------------------------|------------------------------------------------------------|--------------------------------|
| <b>Meeting Date</b>                                                                       |                                                            |                                |
| Tuesday, May 28, 2024                                                                     |                                                            |                                |
| <b>Agenda Item Name</b>                                                                   |                                                            |                                |
| Resolution No. 2024-013R<br><i>The River Church CUP</i>                                   |                                                            |                                |
| <b>Requested Action</b>                                                                   |                                                            |                                |
| The applicant has requested to table to the June 25, 2024, City Council Meeting.          |                                                            |                                |
| <b>Staff Report</b>                                                                       |                                                            |                                |
| Additional time is needed for the applicant and staff to work through some pending items. |                                                            |                                |
| <b>Additional Analysis</b>                                                                |                                                            |                                |
| <b>Fiscal Impact Summary</b>                                                              |                                                            |                                |
| None.                                                                                     |                                                            |                                |
| <b>Fiscal Impact</b>                                                                      | <b>Fund Number and Description</b>                         | <b>Available Budget Amount</b> |
| <b>Exhibits Attached</b> (copies of original agreements)                                  |                                                            |                                |
| 1. 2024-013R - The River Church Clermont CUP (05.21.2024)                                 | 2024-013R - The River Church Clermont CUP (05.21.2024).pdf |                                |
| 2. Legal Ad                                                                               | Legal Ad.pdf                                               |                                |



*CITY OF CLERMONT*  
**RESOLUTION NO. 2024-013R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR THE BUILDING ADDITION EXPANSION OF AN EXISTING CHURCH FACILITY LOCATED IN THE R-2 MEDIUM DENSITY RESIDENTIAL 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 June 4, 2024 recommended approval of this Conditional Use Permit to allow for the building addition expansion for the existing church facility, at the following location:

**LOCATION:**  
The River Church  
Northeast corner of Hooks Street  
and The Crescent  
(Alternate Key1626561)

**WHEREAS**, from the evidence presented at the public hearing and after consideration of the factors set forth in Sec. 101-212 (c) of the Land Development Code, the City Council finds, that: (1) granting the conditional use permit will not adversely affect the officially adopted comprehensive plan of the city; (2) Such use will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity; (3) The proposed use will comply with the regulations and conditions specified in the codes for such use; and (4) The proposed use may be considered desirable at the particular location.

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

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

This application for a Conditional Use Permit to allow for the construction of a 2,700 square foot building addition for the existing church facility located in the R-2 Medium Density Residential 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.





*CITY OF CLERMONT*  
**RESOLUTION NO. 2024-013R**

2. Upon approval of the resolution the aforementioned property shall only be used for the purposes described herein. No further expansion of the use or additions to this project shall be permitted except as approved by another Conditional Use Permit. Any other proposed use shall be specifically authorized by amendment and approval of the City of Clermont City Council.
3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other jurisdictional entities.
4. Prior to the issuance of any permits, the applicant shall be required to submit formal site plans for review and approval by the City of Clermont Site Review Committee. The site plans shall meet all submittal requirements and comply with the conditions of this Resolution, applicable City Codes, Regulations, Ordinances, and provide compliance with the adopted City Comprehensive Plan, as amended.
5. No business can occupy any portion of the building unless the proposed business has applied for and obtained a Local Business Tax Receipt from the Development Services Department.
6. The Conditional Use Permit must be executed and processed through the office of the City Clerk within 90 days of its date of grant by the City Council or the permit shall become null and void.
7. The Applicant shall record in the Public Records of Lake County within 90 days of its date of approval by the City Council, a short-form version of this Conditional Use Permit as provided by the City or a form acceptable to the City, to provide notice to all interested parties, the assigns, successors and heirs of the developer/applicant and all future owners of the above-referenced property that the real property described above is subject to the terms and conditions of the Conditional Use Permit.
8. The structure shall be inspected by the Fire Marshal for life safety requirements. All requirements must be met prior to any Certificate of Occupancy being issued.
9. The structure shall be inspected by the City Building Inspector and all building code violations must be corrected prior to a Certificate of Occupancy being issued.
10. If any of the stated conditions are violated, the applicant understands and agrees that the City Council may revoke this Conditional Use Permit by resolution.
11. This permit shall become null and void if substantial construction work has not begun within two (2) years of the date of this Conditional Use Permit is executed and signed by the permittee. "Substantial construction work" means the commencement and continuous prosecution of construction of required improvements ultimately finalized at completion.



*CITY OF CLERMONT*  
**RESOLUTION NO. 2024-013R**

**SECTION 2. LAND USES AND SPECIFIC CONDITIONS**

1. This Conditional Use Permit is to allow for the construction of a 2,700 square foot building food pantry and storage building at the existing church facility located in the R-2 Medium Density Residential zoning district.
2. The property shall be developed in substantial accordance with the Preliminary Conceptual Site Plan prepared by Highland Engineering, Inc., and dated 10/24/2023; (Exhibit A). The conceptual plan submitted with the Conditional Use Permit application is not an approved site plan. Formal construction plans incorporating all conditions stated in this Permit shall be submitted for review and approved by the Site Review Committee prior to the issuance of a Zoning Clearance or other development permits. The site will be developed to meet the City's Architectural Standards and Land Development Codes.
3. The site may also be used for any permitted use in the R-2 Medium Density Residential zoning district. All uses must adhere to the requirements of the Land Development Code.
4. No outside storage will be allowed. Any outside storage shall be completely enclosed and screened from public view and any public streets.
5. In the event the operation of the use as authorized herein results in three (3) documented violations of City Code Chapter 34, Article II, "Noise" as may be amended or revised, in any thirty (30) consecutive- day period as verified by staff, this conditional use permit shall be presented to the City Council for consideration of further conditions or revocation of this conditional use permit.

**SECTION 3. CONFLICT**

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

**SECTION 4. SEVERABILITY**

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

**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. 2024-013R**

**DONE AND RESOLVED** by the City Council of the City of Clermont, Lake County, Florida, this 25th day of June, 2024.

CITY OF CLERMONT

---

Tim Murry, Mayor

**ATTEST:**

---

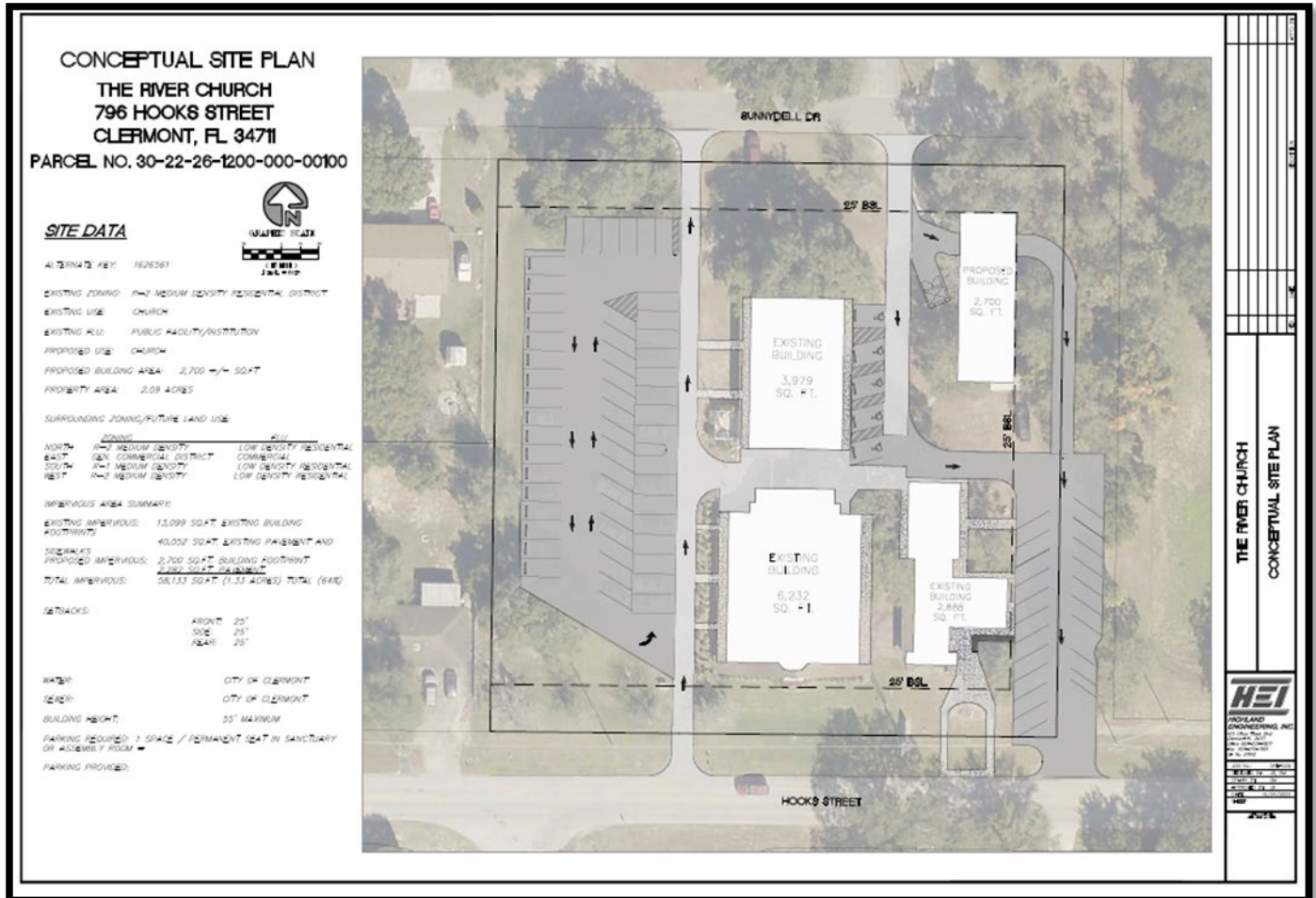
Tracy Ackroyd Howe, MMC  
City Clerk

Approved as to form and legality:

---

Daniel F. Mantzaris, City Attorney

**Exhibit A – Preliminary Conceptual Site Plan**



## Order Confirmation

Not an Invoice

|                          |                                                                 |
|--------------------------|-----------------------------------------------------------------|
| <b>Account Number:</b>   | 526733                                                          |
| <b>Customer Name:</b>    | City Of Clermont-Legals                                         |
| <b>Customer Address:</b> | City Of Clermont-Legals<br>P.O. BOX 120219<br>CLERMONT FL 34712 |
| <b>Contact Name:</b>     | Andrea M. Clark                                                 |
| <b>Contact Phone:</b>    |                                                                 |
| <b>Contact Email:</b>    | amclark@clermontfl.org                                          |
| <b>PO Number:</b>        | 2024-013 R                                                      |

|                           |            |
|---------------------------|------------|
| <b>Date:</b>              | 04/05/2024 |
| <b>Order Number:</b>      | 10048328   |
| <b>Prepayment Amount:</b> | \$ 0.00    |

|                          |         |
|--------------------------|---------|
| <b>Column Count:</b>     | 1.0000  |
| <b>Line Count:</b>       | 48.0000 |
| <b>Height in Inches:</b> | 0.0000  |

### Print

| Product                 | #Insertions | Start - End             | Category            |
|-------------------------|-------------|-------------------------|---------------------|
| LEE Daily Commercial    | 2           | 04/22/2024 - 05/13/2024 | Govt Public Notices |
| LEE dailycommercial.com | 2           | 04/22/2024 - 05/13/2024 | 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 | \$150.16 |
| Tax Amount                               | \$0.00   |
| Service Fee 3.99%                        | \$5.99   |
| Cash/Check/ACH Discount                  | -\$5.99  |
| Payment Amount by Cash/Check/ACH         | \$150.16 |
| Payment Amount by Credit Card            | \$156.15 |

|                                  |                 |
|----------------------------------|-----------------|
| <b>Order Confirmation Amount</b> | <b>\$150.16</b> |
|----------------------------------|-----------------|

## Ad Preview

### LEGAL NOTICE

On Tuesday, May 7, 2024 at 6:30 PM, the Clermont Planning & Zoning Commission will consider a request to amend a Conditional Use Permit to allow for the construction of a new 2,700 square foot building at the existing church site located in the R-2 Medium Density Residential zoning district. The final public hearing for the proposed request will be heard by the Clermont City Council on Tuesday, May 28, 2024 at 6:30 PM.

### LOCATION

The River Church  
796 Hooks Street, Clermont, FL  
(Alternate Key1626561)

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  
10048328 4/22/2024, 5/13/2024



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

|                                                                                            |                                                    |                                                        |
|--------------------------------------------------------------------------------------------|----------------------------------------------------|--------------------------------------------------------|
| <b>Meeting Date</b>                                                                        |                                                    |                                                        |
| Tuesday, May 28, 2024                                                                      |                                                    |                                                        |
| <b>Agenda Item Name</b>                                                                    |                                                    |                                                        |
| Ordinance No. 2024-018<br><i>First Baptist Church SSCPA</i>                                |                                                    |                                                        |
| <b>Requested Action</b>                                                                    |                                                    |                                                        |
| <b>Staff Report</b>                                                                        |                                                    |                                                        |
| The applicant has requested this item be tabled to the June 25, 2024 City Council meeting. |                                                    |                                                        |
| <b>Additional Analysis</b>                                                                 |                                                    |                                                        |
| <b>Fiscal Impact Summary</b>                                                               |                                                    |                                                        |
| None.                                                                                      |                                                    |                                                        |
| <b>Fiscal Impact</b>                                                                       | <b>Fund Number and Description</b>                 | <b>Available Budget Amount</b>                         |
| <b>Exhibits Attached</b> (copies of original agreements)                                   |                                                    |                                                        |
| 1.                                                                                         | 2024-018 - First Baptist Church SSCPA (05.21.2024) | 2024-018 - First Baptist Church SSCPA (05.21.2024).pdf |
| 2.                                                                                         | Legal Ad - 2024-018                                | Legal Ad - 2024-018.pdf                                |





*CITY OF CLERMONT*  
**ORDINANCE NO. 2024-018**

**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:**

A PORTION OF LAND LYING IN SECTION 10, TOWNSHIP 23 SOUTH, RANGE 26 EAST, OF LAKE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A NAIL & DISK LABELED "LB4709" MARKING THE WEST 1/4 CORNER OF SECTION 10, TOWNSHIP 23 SOUTH, RANGE 26 EAST, OF LAKE COUNTY, FLORIDA, THENCE RUN SOUTH 00°24'43" WEST ALONG THE WEST LINE OF SECTION 10, A DISTANCE OF 610.02 FEET; THENCE DEPARTING THE AFOREMENTIONED WEST LINE OF SECTION 10 RUN NORTH 89°46'15" EAST, A DISTANCE OF 26.24 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF HANCOCK ROAD PER OFFICIAL RECORD

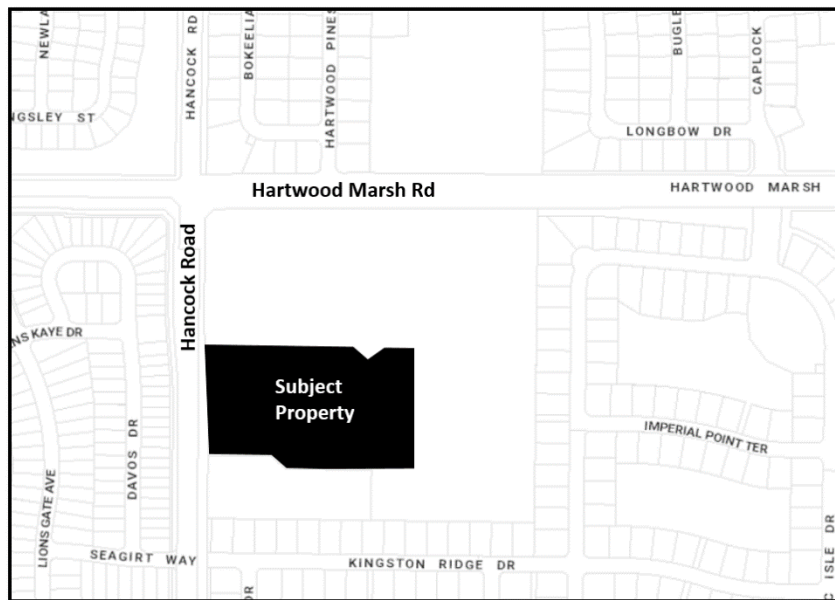
*CITY OF CLERMONT*  
**ORDINANCE NO. 2024-018**

BOOK 4131, PAGE 136 AND THE POINT OF BEGINNING OF A PORTION OF LAND DESCRIBED BY THE FOLLOWING ELEVEN COURSES; THENCE RUN SOUTH 89°17'27" EAST A DISTANCE OF 586.18 FEET; THENCE RUN SOUTH 45°02'46" EAST, A DISTANCE OF 71.60 FEET; THENCE RUN NORTH 44°57'14" EAST, A DISTANCE OF 69.73 FEET; THENCE RUN SOUTH 89°17'27" EAST, A DISTANCE OF 123.55 FEET; THENCE RUN SOUTH 00°42'33" WEST, A DISTANCE OF 480.81 FEET; THENCE RUN NORTH 89°17'27" WEST, A DISTANCE OF 501.88 FEET; THENCE RUN NORTH 36°54'08" WEST, A DISTANCE OF 60.72 FEET; THENCE RUN NORTH 89°17'27" WEST, A DISTANCE OF 254.81 FEET RETURNING TO THE AFOREMENTIONED EAST RIGHT-OF-WAY LINE OF HANCOCK ROAD; THENCE RUN ALONG SAID EAST RIGHT-OF-WAY LINE NORTH 00°23'27" EAST, A DISTANCE OF 190.11 FEET TO A POINT OF CURVATURE, SAID CURVE HAVING A RADIUS OF 2143.48 FEET AND A CHORD BEARING OF NORTH 02°36'10" WEST, THENCE RUN ALONG SAID ARC TO THE LEFT A DISTANCE OF 226.42 FEET TO A POINT OF REVERSE CURVATURE; SAID CURVE HAVING A RADIUS OF 2023.46 FEET AND A CHORD BEARING OF NORTH 05°23'29" WEST; THENCE RUN ALONG SAID CURVE TO THE RIGHT A DISTANCE OF 16.77 FEET RETURNING TO THE POINT OF BEGINNING.

AREA CONTAINS 8.44 ACRES MORE OR LESS.

**LOCATION:**

2751 Hartwood Marsh Road  
Property located in the vicinity of the southeast corner of  
Hartwood Marsh Road and Hancock Road  
(Portion of Alternate Key 1593905)  
8.44+/- Acres





*CITY OF CLERMONT*  
**ORDINANCE NO. 2024-018**

**CHANGE IN FUTURE LAND USE DESIGNATION:**  
**FROM: LOW DENSITY RESIDENTIAL**  
**TO: HIGH 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.

**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. 2024-018**

**PASSED AND ADOPTED** by the City Council of the City of Clermont, Lake County, Florida, this 25th day of June, 2024.

CITY OF CLERMONT

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Tim Murry, Mayor

ATTEST:

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Tracy Ackroyd Howe, MMC  
City Clerk

Approved as to form and legality:

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Daniel F. Mantzaris, City Attorney

# **CITY OF CLERMONT**

## **NOTICE OF PROPOSED LAND USE CHANGE Small-Scale Comprehensive Plan Amendment ORDINANCE NO. 2024-018**

The Clermont Planning and Zoning Commission will hold a public meeting on Tuesday, May 7, 2024 at 6:30 p.m., and a meeting before the City Council on May 28, 2024 at 6:30 p.m. 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 parcel below from Low Density Residential to High Density Residential.



### **LOCATION**

2751 Hartwood March Road  
Property located at the southeast corner of  
Hartwood Marsh Road and Hancock Road  
(Alternate Key 1593905)

### **ORDINANCE NO. 2024-018**

**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.**

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

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

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

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

Tracy Ackroyd Howe, MMC  
City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

|                                                                                            |                                                    |                                                        |
|--------------------------------------------------------------------------------------------|----------------------------------------------------|--------------------------------------------------------|
| <b>Meeting Date</b>                                                                        |                                                    |                                                        |
| Tuesday, May 28, 2024                                                                      |                                                    |                                                        |
| <b>Agenda Item Name</b>                                                                    |                                                    |                                                        |
| Ordinance No. 2024-019<br><i>First Baptist Church Rezoning</i>                             |                                                    |                                                        |
| <b>Requested Action</b>                                                                    |                                                    |                                                        |
| <b>Staff Report</b>                                                                        |                                                    |                                                        |
| The applicant has requested this item be tabled to the June 25, 2024 City Council meeting. |                                                    |                                                        |
| <b>Additional Analysis</b>                                                                 |                                                    |                                                        |
| <b>Fiscal Impact Summary</b>                                                               |                                                    |                                                        |
| None.                                                                                      |                                                    |                                                        |
| <b>Fiscal Impact</b>                                                                       | <b>Fund Number and Description</b>                 | <b>Available Budget Amount</b>                         |
| <b>Exhibits Attached</b> (copies of original agreements)                                   |                                                    |                                                        |
| 1.                                                                                         | 2024-019 - First Bapt Church Rezoning (05.21.2024) | 2024-019 - First Bapt Church Rezoning (05.21.2024).pdf |
| 2.                                                                                         | Legal Ad - 2024-019                                | Legal Ad - 2024-019.pdf                                |



*CITY OF CLERMONT*  
**ORDINANCE NO. 2024-019**

**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**

A PORTION OF LAND LYING IN SECTION 10, TOWNSHIP 23 SOUTH, RANGE 26 EAST, OF LAKE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A NAIL & DISK LABELED "LB4709" MARKING THE WEST 1/4 CORNER OF SECTION 10, TOWNSHIP 23 SOUTH, RANGE 26 EAST, OF LAKE COUNTY, FLORIDA, THENCE RUN SOUTH 00°24'43" WEST ALONG THE WEST LINE OF SECTION 10, A DISTANCE OF 610.02 FEET; THENCE DEPARTING THE AFOREMENTIONED WEST LINE OF SECTION 10 RUN NORTH 89°46'15" EAST, A DISTANCE OF 26.24 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF HANCOCK ROAD PER OFFICIAL RECORD BOOK 4131, PAGE 136 AND THE POINT OF BEGINNING OF A PORTION OF LAND DESCRIBED BY THE FOLLOWING ELEVEN COURSES; THENCE RUN SOUTH 89°17'27" EAST A DISTANCE OF 586.18 FEET; THENCE RUN SOUTH 45°02'46" EAST, A DISTANCE OF 71.60 FEET; THENCE RUN NORTH 44°57'14" EAST, A DISTANCE OF 69.73 FEET; THENCE RUN SOUTH 89°17'27" EAST, A DISTANCE OF 123.55 FEET; THENCE RUN SOUTH 00°42'33" WEST, A DISTANCE OF 480.81 FEET; THENCE RUN NORTH 89°17'27" WEST, A DISTANCE OF 501.88 FEET; THENCE RUN NORTH 36°54'08" WEST, A DISTANCE OF 60.72 FEET; THENCE RUN NORTH 89°17'27" WEST, A DISTANCE OF 254.81 FEET RETURNING TO THE AFOREMENTIONED EAST RIGHT-OF-WAY LINE OF HANCOCK ROAD; THENCE RUN ALONG SAID EAST RIGHT-OF-WAY LINE NORTH 00°23'27" EAST, A DISTANCE OF 190.11 FEET TO A POINT OF CURVATURE, SAID CURVE HAVING A RADIUS OF 2143.48 FEET AND A CHORD BEARING OF NORTH 02°36'10" WEST, THENCE RUN ALONG SAID ARC TO THE LEFT A DISTANCE OF 226.42 FEET TO A POINT OF REVERSE CURVATURE; SAID CURVE HAVING A RADIUS OF 2023.46 FEET AND A CHORD BEARING OF NORTH 05°23'29" WEST; THENCE RUN ALONG SAID CURVE TO THE RIGHT A DISTANCE OF 16.77 FEET RETURNING TO THE POINT OF BEGINNING.

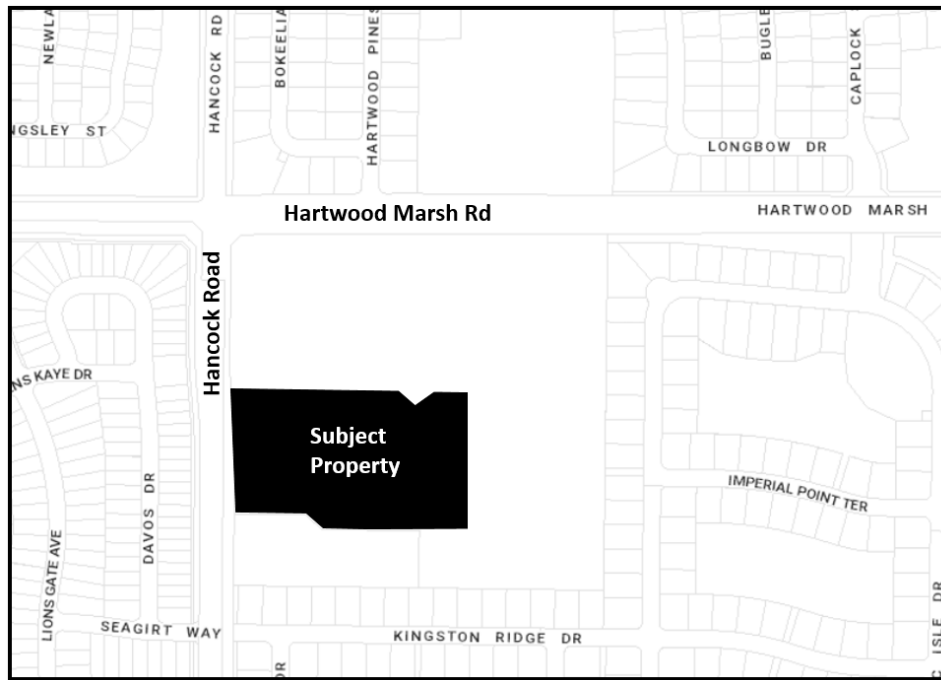
AREA CONTAINS 8.44 ACRES MORE OR LESS.



*CITY OF CLERMONT*  
**ORDINANCE NO. 2024-019**

**LOCATION:**

2751 Hartwood Marsh Road  
Property located in the vicinity of the southeast corner of  
Hartwood Marsh Road and Hancock Road  
(Portion of Alternate Key 1593905)  
8.44+/- Acres



**PROPERTY REZONING**

**FROM: R-1 Single Family Medium Density Residential**  
**TO: Planned Unit Development (PUD)**

**SECTION 2: GENERAL CONDITIONS**

This application for a Planned Unit Development to allow for a Senior Housing Facility (containing a mixture of Assisted Living, Memory Care and Independent Living Residential Units on the property described above (hereinafter the "Property"); be granted subject to the following conditions:

1. The conditions as set forth in this Planned Unit Development shall be legally binding upon any heirs, assigns and successors in title or interest.
2. The Property shall be developed in substantial accordance with EXHIBIT A: Conceptual Site Plan, prepared by Highland Engineering, Inc. Formal construction plans incorporating all conditions stated in this ordinance shall be submitted for review and approved by the Site Review Committee prior to the issuance of a zoning clearance or other development permits.



*CITY OF CLERMONT*  
**ORDINANCE NO. 2024-019**

3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.
4. Fiber optic conduit and pull boxes shall be installed by the developer in the utility easements, if required by the City, to extend the City's fiber optic network. The City's Information Technology Director will work with the developer at the time of site plan review to determine the extent of fiber optic conduit.
5. All Fire Department Access for the Project shall be provided in Accordance with the Florida Fire Prevention Code.

**SECTION 3: LAND USES AND SPECIFIC CONDITIONS**

This application for a Planned Unit Development (PUD) to allow for a Senior Housing Facility (containing a mixture of Assisted Living, Memory Care and Independent Living Residential Units on the property described above (hereinafter the "Property"); be granted subject to the following conditions:

1. The property shall be developed to allow for a Senior Housing Development with up to the maximum 70,780 total square feet for all buildings located within the project. The site shall be used for Assistant Living, Memory Care and Senior Independent Housing types. The project shall be developed in substantial accordance with the Preliminary Development Plan, prepared by Highland Engineering, Inc. identified as Attachment A. The buildings shall be designed to comply with Clermont Architectural Design Standards. Any new development on the property must be submitted for site plan review and approved by the Site Review Committee prior to the issuance of a zoning clearance or other development permits. The conceptual site plans submitted with the Planned Unit Development application are not the approved construction plans. Any other uses of the property, other than as specified herein shall require an amendment to this PUD Ordinance by the City Council.
2. Any site development shall be required to comply with the Clermont Land Development Regulations and all building must be designed to meet the Clermont Architectural Design Standards.
3. The development shall be required to provide an additional 30 percent of landscape buffers plant materials to ensure adequate screening from the low density residential zoning districts.
4. Any future development of the site which shall include new development, any increases to the existing buildings square footage, additional permitted uses, modifications, and redevelopments will be required to amend this Planned Unit Development.



*CITY OF CLERMONT*  
**ORDINANCE NO. 2024-019**

5. The building height shall not exceed the maximum 55 feet allowed by the Land Development Regulation.
6. The maximum density for the independent living portion will not exceed 53 units based upon the Preliminary Development Plan. Any increase in this shall require an amendment to the PUD.
7. An environmental assessment addressing habitat and species shall be submitted to the City during the construction plan approval stage of the overall project and prior to any development activities. Applicable permits for any gopher tortoises and associated burrow commensal species or other endangered species found on the property must be received from the appropriate regulatory agencies prior to the initiation of the development activity.
8. The project shall be developed in accordance with the City of Clermont Utility Standards.
9. The development will be served with a primary connection point at Hancock Road. An emergency ingress/egress only access point with a Fire Department approved entry system shall be installed. The final location shall be at the discretion of the City's Fire Chief or designee.
10. Topsoil and/or soil amendments will be required prior to any landscape planting to help reduce the irrigation needs to maintain healthy plant materials. Landscaping and screening shall be in accordance with the Comprehensive Plan and LDC, as amended.
11. The maintenance of the drainage basins, landscaping and other outdoor amenities shall be the responsibility of the Owner/Developer of the property.
12. In order to minimize glare and reduce light trespass and overhead sky glow, all lighting fixtures within the project shall be designed to comply with the Clermont Land Development Regulations.
13. This Planned Unit Development shall expire as to the Senior Housing Facility approval in the event that significant continuous development actions authorized or required hereunder do not occur for a period of two (2) years after the date that this Planned Unit Development is approved by the City Council and becomes legally effective.

**SECTION 4: PUBLIC SERVICES**

1. The Developer shall connect to the existing City sanitary sewer system at connection point or points approved by the City.
2. The route of any off-site lines shall be according to engineering plans produced by the developer and approved by the City.



*CITY OF CLERMONT*  
**ORDINANCE NO. 2024-019**

3. Any proposed City-maintained utilities that are not located within a dedicated public right-of-way shall be placed in a utility easement dedicated to the City. Easements shall be provided at no expense to the City and in a form acceptable to the City.
4. The Developer shall be responsible for all costs of on-site and off-site sanitary sewer systems improvements, including, but not limited to design, material, permitting, connection and installation of sufficient size lines, lift stations, property for city maintained facilities and other appurtenances necessary to allow the City to provide utility services for the project.
5. Any existing dedicated City of Clermont utilities must stay in service throughout construction. If the construction requires that the utilities be relocated or altered, the Developer shall prepare plans, permit the project and construct the modification at the Developer's expense.
6. The Developer shall reimburse the City for all costs related to review of hydraulic modeling related to the project.
7. The City shall provide water and sewer services for the Property based on ability to serve at the time of construction.
8. In the event the City chooses to oversize the lines or appurtenances, the City shall provide to the Owner the specifications regarding sizes to be included in the final improvement plans. 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 Owner to City, and approved in advance by the City. Reimbursement to Owner for the cost hereunder shall be in the form of water and/or sewer impact fee credits or cash reimbursement. The Owner 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 estimate shall be contractor's bid as certified by Owner's project engineer. The City shall review and either approve or reject the costs within thirty (30) days from the date the Owner provides to the City. Prior to the commencement of construction, Owner and City shall agree on the cost difference, which will be eligible for reimbursement as set forth herein.
9. All utilities shall be designed and installed as per the City's specifications or as amended and approved by City staff.
10. Garbage and recycling collection shall be with a private company. The City will not provide this service for commercial development.

**SECTION 5: 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. 2024-019**

**SECTION 6: SEVERABILITY**

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

**SECTION 7: ADMINISTRATIVE CORRECTION**

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

**SECTION 8: RECORDING**

This Ordinance shall be recorded in the Public Records of Lake County, Florida. Recording fees will be at the expense of the applicant.

**SECTION 9: PUBLICATION AND EFFECTIVE DATE**

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



*CITY OF CLERMONT*  
**ORDINANCE NO. 2024-019**

**PASSED AND ADOPTED** by the City Council of the City of Clermont, Lake County, Florida  
on this 25th day of June, 2024.

CITY OF CLERMONT

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Tim Murry, Mayor

ATTEST:

---

Tracy Ackroyd Howe, MMC  
City Clerk

Approved as to form and legality:

---

Daniel F. Mantzaris, City Attorney









CLERMONT-HANCOCK ROAD SENIOR HOUSING COMMUNITY  
VIEW 2



CLERMONT-HANCOCK ROAD SENIOR HOUSING COMMUNITY  
VIEW 3



## LEGAL NOTICE

On Tuesday, May 7, 2024 at 6:30 PM the Clermont Planning & Zoning Commission will consider the enactment of the following proposed ordinance, and on Tuesday, May 28, 2024 at 6:30 PM at a public hearing the request will be held before the City Council for Final Adoption.

### ORDINANCE NO. 2024-019

**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

2751 Hartwood Marsh Road  
Property located at the southeast corner of  
Hartwood Marsh Road and Hancock Road  
(Alternate Key 1593905)



#### PROPERTY REZONING

**From: R-1 Single Family Medium Density Residential**  
**To: Planned Unit Development (PUD)**

#### LEGAL DESCRIPTION

The Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  in Section 10, Township 23 South, Range 26 East, Lake County, Florida, LESS AND EXCEPT any road right of way.

LESS AND EXCEPT the following described property:

##### **ORB 393, PG 935**

That portion of the 50.00 foot-right-of-way lying in the SW  $\frac{1}{4}$  of Section 10, Township 23 South, Range 26 East, Lake County, Florida and being 25.00 fee on each side of the centerline more fully described as follows:

Commencing at the Northwest corner of the said SW  $\frac{1}{4}$  of Section 10, thence S  $00^{\circ}24'03''$  W., along the West line of the said SW  $\frac{1}{4}$ , a distance of 46.55 feet to the Point of Beginning of the centerline herein described: thence N.  $89^{\circ}48'48''$  E., 1108.60 feet; thence N.  $89^{\circ}46'19''$  E., 1545.03 feet to a point on the East line of the said SW  $\frac{1}{4}$  at a point 25.00 feet South of the Northeast corner thereof, and the point of terminus of said centerline.

AND

LESS AND EXCEPT the following described property:

##### **ORD 4131, PG 136-138**

A parcel of land lying in a portion of the SW  $\frac{1}{4}$  of Section 10, Township 23 South, Range 26 East, Lake County, Florida, being more particularly described as follows: Commence at the West  $\frac{1}{4}$  corner of said Section 10. Thence S.  $00^{\circ}25'18''$  W., 26.00 feet along the West line of the NW  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of said Section 10 to the South right of way line of Hartwood Marsh Road and the Point of Beginning; then S.  $00^{\circ}25'18''$  W., 424.00 feet along said West line of the Southwest  $\frac{1}{4}$ ; thence S.  $89^{\circ}07'12''$  E. 20.40 feet; thence N.  $00^{\circ}52'48''$  E., 342.35 feet; thence N.  $41^{\circ}44'07''$  E., 49.03 feet; thence N.  $00^{\circ}24'31''$  E., 45.55 feet to said South Right of Way line of Hartwood Marsh Road; thence S.  $89^{\circ}50'55''$  W., 55.50 feet along said South Right of Way line of Hartwood Marsh Road to the Point of Beginning.

AND

LESS AND EXCEPT the following described property:

##### **ORB 5398, PG 2172-2175**

Commence at a Nail & Disk: Labeled "LB4709" marking the West  $\frac{1}{4}$  corner of Section 10, Township 23 South, Range 26 East of Lake County, Florida, thence run South  $0^{\circ}24'43''$  West along the West line of Section 10 a distance of 26.00 feet; thence continuing along said West section line run South  $0^{\circ}24'43''$  West, 424.00 feet to a Point of Beginning, thence continuing afore said West line of Section 10 run South  $0^{\circ}24'43''$  West, 843.32 feet to a 4X4 concrete monument Labeled "LB68", marking the Northwest corner of Regency Hills – Phase 3 as recorded in Plat Book 49, Pages 57 through 61; thence departing the West line of Section 10 run South  $89^{\circ}16'58''$  East, a distance of 40.00 feet; thence run North  $0^{\circ}23'27''$  East, a distance of 441.13 feet to a curve concave Northwesterly with a radius of 2143.48 feet and a chord bearing of North  $02^{\circ}36'10''$  West, run along the arc of said curve 226.42 feet to a point of reverse curvature concave Northeasterly with a radius 2023.48 feet and a chord bearing of North  $04^{\circ}10'34''$  West, run along the arc of said curve 102.62 feet; thence run North  $00^{\circ}55'57''$  East, a distance of 73.97 feet: thence run North  $89^{\circ}07'47''$  West, a distance of 20.40 feet back to the Point of Beginning.

AND

FURTHER LESS AND EXCEPT the following described property:

##### **PARCEL 1:**

A parcel of land lying in a portion of the Northwest  $\frac{1}{4}$  Of the Southwest  $\frac{1}{4}$  Of Section 10, Township 23 South, Range 26 East, Lake County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 10, Township 23 South, Range 26 East; thence run South  $89^{\circ}16'44''$  East along the South line of the Northwest  $\frac{1}{4}$  Of The Southwest  $\frac{1}{4}$ , for a distance of 40.01 feet to the Easterly right of way line of Hancock Road as recorded in Official Records Book 5398, Page 2174 of The Public Records of Lake County, Florida, also being the Northwest corner of Regency Hills Phase 3, according to the Plat thereof, as recorded in Plat Book 49, Pages 57 through 61, of said Public Records, being the point of beginning; thence run North  $00^{\circ}23'13''$  East along said Easterly right of way line a distance of 250.00 feet to a point on a line 250.00 feet North of and parallel with, when measured at right angles, the aforesaid South line of the Northwest  $\frac{1}{4}$  Of The Southwest  $\frac{1}{4}$ ; thence departing said Easterly right of way line, run South  $89^{\circ}16'44''$  East along said line for a distance of 250.00 feet; thence run South  $47^{\circ}28'07''$  East, for a distance of 75.00 feet to a point on a line 200.00 feet North of and parallel with, when measured at right angles, the aforesaid South line of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$ ; thence run South  $89^{\circ}16'44''$  East along said line for a distance of 341.23 feet; thence departing said line, run South  $00^{\circ}37'24''$  West, for a distance of 200.00 feet to the said South line of the Northwest  $\frac{1}{4}$  Of The Southwest  $\frac{1}{4}$ , also being the North line of the aforesaid Plat of Regency Hills Phase 3; thence run North  $89^{\circ}16'44''$  West along said South and North line for a distance of 646.02 feet to the Point of Beginning.

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