



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

6:30 PM, Tuesday, November 12, 2024

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

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PROCLAMATION

Veterans Day

PUBLIC COMMENT

REPORTS

CONSENT AGENDA

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

Item No. 1 - Council Meeting Minutes

Consider approval of the Oct. 15, 2024 Workshop; Oct. 22, 2024 Meeting; and Oct. 29, 2024 Workshop minutes.

Item No. 2 - Resolution No. 2024-039R
Budget Amendment

Consider resolution approval to amend the Fiscal Year 2023-2024 budget.

Item No. 3 - Second Amendment Contract
Renewal
Disposal of Class I Waste

Consider the Second Amendment to Disposal approval by Groveland Transfer & Recycling, Inc. for the removal and disposal of solid waste.

Item No. 4 - Term Contract Award
Financial Auditing Services

Consider award of RFP 25-001 and enter into a term contract with Carr, Riggs & Ingram, LLC.

Item No. 5 - Grant Acceptance
Fire Dept.

Consider acceptance of the 2024 Firehouse Subs Public Safety Foundation grant for the purchase of 2 Hurst Strong Arm Structural Extrication Tools in the amount of \$16,930.

Item No. 6 - Piggyback Purchase Approval
Fire Command, Training, and Rehabilitation Trailer

Consider purchase approval from Florida Sheriff's Assn. contract FSA23-EQU21.0 with Texas Trailers to purchase a Heavy Duty Cargo Trailer in the budgeted amount of \$54,344.

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Item No. 7 - Piggyback Purchase Approval
Fire Vehicles

Consider purchase approval from Bradford County Sheriff's contract BCSO 22-27-1.0 with Dana Safety Supply, Inc. and Duval Ford to purchase 1 - 2025 Ford Interceptor, 2 - 2024 Ford F150s, and 1 - 2024 Ford Expedition and equipment for all vehicles for the total budgeted amount of \$281,095.06.

Item No. 8 - Sole Source Approval
Emergency Extrication

Consider single/sole source designation approval from North America Fire Equipment Co, Inc. to acquire Holmatro hydraulic extrication equipment and Pentheon tools for the budgeted amount of \$80,142.

Item No. 9 - Sole Source Approval
Self Contained Breathing Apparatus

Consider single/sole source designation approval from Ten-8 Fire & Safety, LLC to acquire MSA SCBA and accessories.

Item No. 10 - Single/Sole Source Agreement
Crime Mitigation Network

Consider approval of single/sole source service agreement with Axon for the Police Department.

Item No. 11 - Piggyback Term Contract
Emergency Responder Vehicle Equipment and Installation Services

Consider approval to piggyback The Interlocal Purchasing System (TIPS) term contract number 240102 with Prologic ITS, LLC.

Item No. 12 - Piggyback Purchase
Police Vehicles

Consider approval to purchase from the Florida Sheriffs Association contract number FSA24-VEL32.0 with Garber Ford and Seminole Toyota to purchase 1 Chevy Traverse, 1 Ford Explorer, 9 Ford Explorers, and 1 Toyota Sienna Van in the total budgeted amount of \$572,213.05.

Item No. 13 - Piggyback Purchase
Police Vehicles

Consider purchase approval from the State of Florida contract number 25100000-23-STC with Step One Automotive DBA Ford Crestview/CDJR Fort Walton Beach to purchase 3 Ford Explorers in the total budgeted amount of \$104,985.01.

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Item No. 14 - Piggyback Purchase Approval
Public Services Vacuum Excavation Truck

Consider approval to purchase from the Florida Sheriffs Association contract number FSA23-VEH21.0 with Pat's Pump & Blower to purchase a vacuum excavation truck for the budgeted amount of \$602,493.61.

Item No. 15 - Piggyback Purchase Approval
Public Services

Consider approval to purchase from the Florida Sheriffs Association contract number FSA23-VEH21.1 with Container Systems and Equipment Company, Inc. to purchase a rear loader refuse truck for the budgeted amount of \$327,126.

Item No. 16 - Piggyback Purchase and Budget Amendment
Public Services

Consider approval to purchase from the Florida Sheriffs Association contract number FSA23-EQU21.0 with National Equipment Dealers, LLC to purchase one (1) Front End Loader, Cummins B6.7, in the amount of \$181,945.01 and budget amendment for the same amount.

Item No. 17 - Road Closure Request

Consider the road closure request to Honor the Fallen 5k Clermont Police Department on February 22, 2025.

Item No. 18 - Pig On the Pond Event Request and Boat Ramp Closure

Consider the event request on March 28 - March 30, 2025 to be held at Waterfront Park with open container in the approved area, fee waiver, signage on city property, fireworks, staff assistance and trail and boat ramp closure.

UNFINISHED BUSINESS

Item No. 19 - Ordinance No. 2024-018 *Final*
First Baptist Church SSCPA

Consider changing the future land use designation for property located at the southeast corner of Hartwood Marsh Road and Hancock Road.

Item No. 20 - Ordinance No. 2024-019 *Final*
First Baptist Church Rezoning

Consider rezoning request of an 8.44+/- acre parcel from R-1 Single Family Medium Density to Planned Unit Development to allow for the development of an Assisted Living Facility.

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Item No. 21 - Ordinance No. 2024-030 *Final*
Old Hwy 50 Property Annexation

Consider voluntary annexation of 123+/- acres along Old Hwy 50, north of Plaza Collina and south of the Florida Turnpike.

Item No. 22 - Ordinance No. 2024-031 *Final*
Old Highway 50 LSCPA

Consider changing the Future Land Use on 123 +/- acres located on Old Highway 50, north of Plaza Collina.

Item No. 23 - Ordinance No. 2024-032 *Final*
Old Hwy 50 Property Rezoning

Consider a rezoning request for 123+/- acres along Old Hwy 50 R-3 Residential/Professional District.

Item No. 24 - Ordinance No. 2024-034 *Final*
Hooks Street Self-Storage Phase 2 Annex

Consider the annexation of the 2.29 +/- acre vacant parcel located on Hooks Street, East of US Hwy 27.

Item No. 25 - Ordinance No. 2024-035 *Final*
Hooks Street Self-Storage Phase 2 SSCPA

Consider a request to change the future land use for 2.29 +/- acres from Lake Regional Commercial to City Commercial for a vacant parcel located on Hooks Street, East of US Hwy 27.

Item No. 26 - Ordinance No. 2024-036 *Final*
Hooks Street Self-Storage Phase 2 Rezoning

Consider a request to change the zoning for 2.29 +/- acres from Lake County R-6 Urban Residential District to Clermont C-2 General Commercial District for a vacant parcel located on Hooks Street, East of US Hwy 27.

Item No. 27 - Resolution No. 2024-025R
Hooks Street Self-Storage Phase 2 CUP

Consider a Conditional Use Permit to allow for a Self-Storage Facility over 20,000 square feet located in the C-2 General Commercial zoning district.

Item No. 28 - Ordinance No. 2024-038 *Final*
Family Christian Center of Clermont

The applicant has requested to table the ordinance final hearing to December 10, 2024.

Item No. 29 - Ordinance No. 2024-040 *Final*
Firefighters Retirement Pension Plan

Consider approval of Clermont Firefighters' Pension Trust Fund Code Amendment.

Item No. 30 - Ordinance No. 2024-042 *Final*
Bradshaw Road ROW Vacation

Consider vacating 2 right-of-ways for new roads within Wellness Way area.

Item No. 31 - Legislative Priorities

Consider approval of the City of Clermont legislative priorities list.

**CITY OF CLERMONT
CITY COUNCIL MEETING
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NEW BUSINESS

Item No. 32 - Community Benefit Agreement
Amendment
Lumberyard

Consider an Amendment to the
Community Benefit Agreement for a
Mixed-Use Development.

Item No. 33 - Offer to Purchase City Property
1029 Lake Avenue, Lot 1

Consider an Offer to Purchase
Unimproved Lot 1 at 1029 Lake
Avenue for Multi-Unit Housing
Affordable for Seniors.

Item No. 34 - Resolution No. 2024-036R
Midpoint Recreation Shop CUP

Consider a Conditional Use Permit to
allow for a Container Building to be
located in the Central Business District.

Item No. 35 - Ordinance No. 2024-039 *Intro*
The Shops at Waterbrooke PUD Amendment

Consider an amendment to a Planned
Unit Development to update the
Conceptual Site Plan with a self-storage
facility, and decrease the commercial
uses to allow an increase in the
residential acreage.

Item No. 36 - Ordinance No. 2024-043 *Intro*
Natural Gas

Consider an ordinance to require
developers provide natural gas line
distribution installations in all new
platted subdivisions and re-plats of
existing subdivisions over ten lots
where natural gas mains are currently
located within 1,000 feet of the exterior
boundary of the proposed subdivision.

Item No. 37 - Ordinance No. 2024-044 *Intro*
Public Camping

Consider the ordinance providing
regulations for public camping.

ADJOURN

Public Notice

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

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

**CITY OF CLERMONT
CITY COUNCIL MEETING
CLERMONT CITY HALL
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6:30 PM, Tuesday, November 12, 2024

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

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

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

PROCLAMATION

Whereas, in 1975, Congress voted to make November 11th Veterans Day in honor of our veterans, living and dead, who have served in the armed forces; and

Whereas, this day was designed to honor the contributions and sacrifices of the men and women who have been vital in maintaining our freedoms and way of life; and

Whereas, our veterans have fought to defend our country, its values, and its interests valiantly and selflessly; and

Whereas, their courage and fortitude in the face of adversity should serve as an example for all Americans and we should recognize and respect their contributions and service; and

Whereas, our liberty has survived and thrived because of generations of brave Americans, from every background and walk of life, that have answered the call to support and defend the United States; and

Whereas, the people of this Nation are grateful to the veterans of our Armed Forces who have faithfully discharged the duties of citizenship and nobly served in times of national peril.

Now, Therefore, I, Tim Murry, Mayor of the City of Clermont in the State of Florida, do hereby proclaim the 11th of November, Two Thousand and Twenty Four as:

Veterans Day

In Witness Whereof, I have hereunto set my hand and caused the Great Seal of the City of Clermont to be affixed this 12th Day of November in the year Two Thousand and Twenty Four.

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

City of Clermont
MINUTES
CITY COUNCIL WORKSHOP
October 15, 2024

CALL TO ORDER

The City Council met in a workshop session on Tuesday, October 15, 2024 in the Clermont City Council Chambers. Mayor Murry called the workshop to order at 6:30 pm with the following Council Members present: Council Members Howard, Pines, and Gonzalez.

Absent: Council Member Myers.

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

AGENDA ITEMS

1. Lake Apopka Natural Gas District Presentation

Brent Haywood, General Manager/CEO of Lake Apopka Natural Gas District presented a PowerPoint presentation regarding a new initiative to bring natural gas to the communities in a more vigorous effort. The Energy Choice Initiative is a movement to ensure residents the right to choose their energy needs. Developers in the Electrification Movement are proposing moving to an all-electric, single source model that eliminates the use of natural gas and natural gas products.

Mr. Haywood spoke about the cost of electrification and a community's right to choose between natural gas and electric.

Lake Apopka Natural Gas District has met with Lake County and several surrounding cities regarding their initiative and passing a natural gas installation ordinance to make natural gas available to new developments. The ordinance has passed in Apopka and in first reading in Winter Garden.

Mayor Murry invited the public to speak. There were no comments.

Council Member Howard inquired on Lake Apopka Natural Gas' plan to fulfill the need for natural gas in current neighborhoods.

Mr. Haywood stated that there are three-parts to this initiative. The first part is the ordinance to provide the right to choose in new developments, the second is to increase the budget to expand into existing neighborhoods and the third is overall education.

Discussion ensued regarding Apopka and Winter Gardens ordinances and the differences. Council reviewed language that they were comfortable with and came to a consensus of requiring a development within 1,000 feet of a main gas line to offer natural gas to those homes.

Mr. Haywood spoke about the incentives offered to developers to install gas in new homes.

City Attorney Mantzaris informed Council that he would draft an ordinance to bring before Council.

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2. Zoning Discussion

City Manager Bulthuis stated that this discussion is an opportunity for Council to speak with City Attorney Mantzaris and ultimately provide staff with direction on zoning issues that have come to him from different Council Members.

City Attorney Mantzaris spoke on how the City Code works. He reviewed three zoning related matters that typically come before Council, rezoning, planned unit developments, and conditional use permits.

Discussion moved to The Clermont West project. The city is in receipt of an appeal from the applicant to Council's denial under the state statute. The applicant's reason for appeal is that Council's decision did not support substantial competent evidence. City Attorney Mantzaris went through the steps of the process, which includes city staff working to come back to Council with a result for approval.

City Attorney Mantzaris opened the discussion to Council. He stated he has heard some issues regarding particular uses, how the city may be able to move forward with restricting certain uses to a particular area or limit certain types of uses. If the number of a particular use is restricted, make sure the use is uniquely different from something similar.

Council Member Howard said that from a city standpoint we should be trying to maximize the ad valorem tax as well. Some of the projects approved by Conditional Use Permit are not maximizing the ad valorem or the improvement of development for that area. Council needs to be aware of bringing in as much value as possible to each of those properties for our residents.

City Attorney Mantzaris explained that there is a concept that can create overlay districts that focus uses in a particular area that Council feels are better for non-residential, commercial development that would create economic development zones, employment zones that ultimately lead to higher ad valorem taxes. Within those districts, the city can limit uses that do not fit the design.

Council Member Gonzalez spoke about form-based codes and asked to implement them into the City's Comprehensive Plan.

City Attorney Mantzaris stated that the city has mixed-use zoning within the code, which falls within what form-based code is. The trend is moving in that direction, to create retail centers and make better use of an area.

Council Member Pines gave the example of Wellness Way being a base of form-based code. Discussion ensued on how form-based code would look in older areas of the city.

Council Member Howard stated that he would agree to have a discussion regarding form-based code but would like to focus on building ad valorem tax, being more commercial and walker friendly. He stated that Hooks Street would be a good area to be commercial and walker friendly.

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October 15, 2024

Council Member Howard would also like a discussion regarding removal of impact fees for infill zoning in specific areas.

City Attorney Mantzaris explained there are certain reasons to waive impact fees. The city can offer credits to encourage development, and existing lots that were developed at some point in the last 100 years and are now redeveloped get credit and do not pay impact fees.

Mayor Murry asked about the property at Lakeshore and 12th Street that has been in the building process for years along with the property on Desoto with the same issue.

Development Services Director Henschel stated that per the Florida Building Code an applicant has six months to request an inspection, which then provides them another six months. These properties have dragged out the permitting process. The permits are now expired and Code Enforcement will be moving forward with code action.

City Manager Bulthuis brought up the topic of chickens within the city limits.

Discussion ensued among Council regarding the number of chickens per household, requiring a permit, where chicken pens are located, selling the eggs and having this as a trial or moving forward indefinitely. Consensus from Council was for five chickens per household.

City staff stated that any Home Owners Association would override the city's ordinance. Staff will move forward with an Ordinance to present to Council.

City Manager Bulthuis informed Council that there are several billboards within the city and the companies have asked to switch to electronic

Development Services Director Henschel stated that the companies have said that if they move to electronic they would reduce the billboard locations by half. Current code prohibits billboards unless grandfathered in.

City Attorney Mantzaris explained that if Council moves forward with allowing the electronic billboards, the code would need to be changed. Council consensus was to leave the billboards as is.

Council Member Gonzalez spoke about golf carts within the city.

Deputy City Manager Davidoff talked about splitting the city into quadrants and the different issues within the quadrants. Some issues are crossing major roads and not being able to use roads where the posted speed limit is higher than 35 MPH. Discussion ensued on being able to cross State Road 50, the difference between a golf cart and a low speed vehicle, safety features and requiring inspections for golf carts.

City Attorney Mantzaris told Council that this had previously come before Council and denied.

Staff will prepare an ordinance to present to Council for consideration.

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CITY COUNCIL WORKSHOP
October 15, 2024

3. Other

Erin Follweiler, Wellness Ridge – inquired on the MSTU as she understood it would be discussed at this workshop.

City Manager Bulthuis explained that Council would not be discussing the topic; the plan is for the County to do a presentation since it is a county tax.

City Manager Bulthuis informed Council that he would like to provide them with an update from Hurricane Milton and invited Police Chief Broadway, Fire Chief Ezell and Public Services Director Brunson to provide reports to Council,

Police Chief Broadway informed Council that Hurricane Milton was a Category 2 hitting central Florida. Police Chief Broadway and Fire Chief Ezell provided public service announcements to educate residents on safety measures prior to the hurricane. Staff knocked on every door at Emerald Lakes, and other mobile home parks, and encouraged evacuation. At 10:30pm on October 9, all vehicles were grounded due to sustained winds. The city deployed a rescue vehicle to three medical calls during that time. During the late night/early morning, there were a couple of crimes at marijuana dispensaries along with a stolen vehicle. Staff has continued to do routine checks and assessments of the city.

Fire Chief Ezell shared with Council a new platform they started utilizing to do damage assessments in real time. The platform is connected with Lake County and Clermont is currently the only city using it.

City Manager Bulthuis explained that the Firefighters take pictures with their phones and upload them to the platform. The location is geo coded and shared directly with Lake County. The city would like to add the Police Department and Public Works to the platform.

Public Services Director Brunson gave an update on damage around the city. Palatlahaka Park will be closed for a while due to the damage occurred. Public Services staff are working twelve-hour shifts, seven days a week until all debris is gone.

Council Member Howard inquired on how many power lines were down and if there is a list of trees that are an issue.

Public Services Director Brunson stated that the Emergency Operations Center tracks downed power lines. City staff did a complete tree inventory last year.

Discussion ensued on trash pickup throughout the city, docks, and FEMA's process along with reimbursement.

Fire Chief Ezell showed Council a website that tracks what is happening in the city. As calls came in regarding downed trees and power lines, the city was able to dispatch crews to assist.

City Manager Bulthuis provided an update on Emerald Lakes. City staff is monitoring the neighborhood daily as the lake levels may not recede for a couple weeks.

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October 15, 2024

ADJOURN: With no further comments, this workshop adjourned at 9:00 pm.

APPROVED:

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
October 22, 2024

CALL TO ORDER

The City Council met in a regular meeting on Tuesday, October 22, 2024 at 6:30pm 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, Howard, Myers and Pines.

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

INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Murry asked for a moment of silence in honor of former Mayor Gail Ash who passed away on October 18, 2024.

Police Chaplain Dawn Carter gave the invocation, followed by the Pledge of Allegiance.

PROCLAMATIONS

Mayor Murry presented a proclamation for National American Indian Heritage Month to Susan DeHart, Jane Daruso and Stacy Reimer.

Jane Daruso thanked the Council for the proclamation.

PUBLIC COMMENTS

Dani Page, Tuscany Ridge – spoke regarding Sunshine Law, candidate forums and candidate mailers.

Paula Hoisington, 564 Desoto Street - inquired on the state of the construction on the Desoto property.

Development Services Director Henschel stated that the permits will expire soon and they will go through the Code Enforcement process and will be presented to the Code Enforcement Board next month.

City Attorney Mantzaris explained the process and stated that he will work with staff on expediting the process.

AGENDA CHANGES

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

Item No. 32 – Resolution No. 2024-021R, *US Highway 27 Self-Storage & Car Wash CUP*

City Manager Bulthuis informed the Council this item has been withdrawn.

Item No. 33 – Variance Request, *1149 W. Montrose Street*

City Manager Bulthuis informed the Council this item has been withdrawn.

REPORTS

CITY MANAGER REPORT

City Manager Bulthuis –

- City offices closed November 11 for Veterans Day.
- Police Department along with Parks and Recreation have Halloween on the Trail on October 29.
- Taste of South Lake on November 7.
- Thanked city staff for work during the hurricane.
- Lake County opened a FEMA site at Lake Sumter State College in Leesburg.

City of Clermont
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- FEMA will be at the Clermont City Center on Sunday, 2 p.m. to 5 p.m. for any business or resident needing assistance.

CITY ATTORNEY REPORT

City Attorney Mantzaris – No report.

CITY COUNCIL REPORT

Council Member Gonzalez –

- Thanked staff for their hard work.
- Attended Clermont Police Department Citizens Academy graduation.

Council Member Howard –

- Attended a briefing on Florida Department of Law Enforcement activity regarding sunshine issues. Met with Commissioner Sean Parks, Senator Baxley, and Representative Yarkosky in an effort to restore confidence in the budgeting process and requested an audit of Clermont.
- The water has crested; Lake Louisa is dropping a half inch daily. The levels should be back to normal in four to six weeks.

Council Member Myers –

- Attended Clermont Police Department Citizens Academy graduation.
- The Fire Department will install smoke detectors at no charge.
- October is Breast Cancer awareness month.

Council Member Pines –

- Thanked city staff and public works for all of their work done for the citizens of Clermont prior, during, and after the hurricane.

Mayor Murry –

- Attended Clermont Police Department Citizens Academy graduation.
- Another Citizens Academy began last week.
- Spoke on the state of Emerald Lakes.
- Mayor's luncheon will be November 5 at Robata.
- Three Olympic athletes were at the city on Saturday. Eight Olympians live in Clermont.
- Veterans Day parade on November 11.

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 Sept. 17, 2024 Workshop; Sept. 24, 2024 Meeting; and Sept. 30, 2024 Final Budget Public Hearing minutes.

City of Clermont
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REGULAR COUNCIL MEETING
October 22, 2024

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| Item No. 2 – Legislative Priorities | Consider approval of the City of Clermont legislative priorities list. |
| Item No. 3 – Plat Approval
<i>Wellness Ridge Phase 3</i> | Consider approval of Wellness Ridge Phase 3 plat consisting of 196 residential lots within Wellness Way. |
| Item No. 4 – Surplus Request | Consider declaring end-of-life inventory as surplus from the City Clerk, Building Services and Police Department and providing disposal per the Procurement Policy. |
| Item No. 5 – Resolution No. 2024-037R | Consider Boat Ramp Daily Parking Fee Adjustment from \$5 to \$6 per day. |
| Item No. 6 – Firefighter Pension Board Appointment | Consider board appointment to the pension board. |
| Item No. 7 – School Resource Officer Agreement for Year 2024-2025 | Consider the Lake County School Board agreement for the SRO Program from August 12, 2024, through May 29, 2025. |
| Item No. 8 – Imagine Charter School Resource Officer Agreement for Year 2024-2025 | Consider the Education Charter Foundation agreement for the SRO Program from August 12, 2024 through May 29, 2025. |
| Item No. 9 – Contract Amendment with Budget Amendment
<i>Stryker Agreement</i> | Consider approval of a contract amendment between the City of Clermont and Stryker Sales, LLC to implement a City-wide AED program. |
| Item No. 10 – Interlocal Agreement Amendment | Consider First Amendment approval where all parties will contribute to a consultant for the oversight of the South Lake Regional Technical Advisory Committee and including the Town of Howey-In-The-Hills. |
| Item No. 11 – Interlocal Agreement Amendment | Consider Second Amendment between the Cities of Clermont, Groveland, Mascotte, Minneola, and Sunshine Water Services Company (f/k/a Utilities Inc. of Florida) by including the Town of Howey-In-The-Hills for regional water supply planning and strategies. |

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| Item No. 12 – Assignment of Easement Rights | Consider Assignment of Easement Rights approval to allow city-owned facilities to be relocated out of conflict with the Hartwood Marsh Road widening project. |
| Item No. 13 – SECO Energy Easement | Consider approval of Non-Exclusive Utility Easement to be located at the Wastewater Treatment Plant. |
| Item No. 14 – Piggyback Term Contract
<i>Fire Station Alerting and Dispatch Automation System</i> | Consider approval to piggyback the Lee County term contract number RFP230172CJV with Honeywell International, Inc. in the budgeted amount of \$248,000. |
| Item No. 15 – Piggyback Purchase Approval
<i>Public Services Ford Trucks</i> | Consider approval to purchase from the State of Florida contract number 25101600-21-STC with Step One Automotive FD CW, LLC to purchase four (4) Ford F150 trucks for the budgeted amount of \$160,824. |
| Item No. 16 – Piggyback Purchase Approval
<i>City Hall Carpet Installation</i> | Consider approval to purchase from the State of Florida contract number 30161700-24-SRCWL-ACS with Mohawk Carpet Distribution, LLC to install new carpet in City Hall in the budgeted amount of \$206,592.81. |
| Item No. 17 – Piggyback Purchase
<i>Public Services F450 Truck</i> | Consider approval to purchase from the State of Florida contract number 25101600-21-STC with Step One Automotive FD CW, LLC to purchase a Ford F450 for the budgeted amount of \$76,373. |
| Item No. 18 – Piggyback Purchase
<i>Public Services Cargo Van</i> | Consider approval to purchase from the Sourcewell contract number 091521-NAF with Alan Jay Fleet Sales to purchase a Ram Promaster Cargo Van for the budgeted amount of \$117,415. |
| Item No. 19 – Piggyback Purchase Approval
<i>Fire Truck</i> | Consider approval to purchase from Sourcewell, a nationwide cooperative contract, number 113021 with Ten-8 Fire & Safety, LLC. for a pumper truck in the budgeted amount of \$931,479. |

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
October 22, 2024

Item No. 20 – Piggyback Term Contract
Disaster Recovery Consultant Services – FEMA

Consider approval to piggyback the Seminole County term contract number RFP-604605-23/LAS with Carlisle Thompson, LLC to provide debris monitoring consultation services.

Item No. 21 – Sole Source Purchase
Body Worn Cameras

Consider a single/sole source purchase from Metrix Solutions to acquire BodyWorn Cameras in the total budgeted amount of \$65,475.

Item No. 22 – Sole Source
Dave Symonds and Associates

Consider approval of a single/sole source purchase from Dave Symonds and Associates to acquire Augagold corrosion control chemical products.

Item No. 23 – Fiscal Year Road Maintenance Program

Consider approval of the 2025 Fiscal Year Road Maintenance Program.

Item No. 24 – Sips and Salsa 2025 Event and Open Container Request

Consider approval for "Clermont Sips & Salsa" on September 13, 2025, at Waterfront Park.

Item No. 25 – Red White & Boom Event 2025, Fireworks, and Open Container Request

Consider City event request and open container area at Waterfront Park between 3rd Street and 4th Street on July 4, 2025 from 5:00 PM to 9:30 PM.

Item No. 26 – Clermont Main Street 2025 Request

Consider approval of their 2025 season of events and road closures for all events up to October 22, 2025.

Item No. 27 - Clermont Caribbean Jerk Festival Event 2025 – Open Container, Sign Request, and Boat Ramp Closure Request

Consider approval of CAALC to have an open container area for their event on June 7, 2025, at Waterfront Park, and signs to promote the event, and the boat ramp closure request.

Item No. 28 – Light Up Clermont Road Closure Updates

Consider road closure updates for the Light Up Clermont event hosted annually on Friday, December 6, 2024.

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Item No. 29 – Event, Open Container and Road Closure Request
Irish Fest 2025

Consider allowing Suncreek Brewery to host event in downtown Clermont with street closures and open container allowance.

Item No. 30 – Sommer Sports 2025 Events Request and Boat Ramp Closure

Consider approval of Sommer Sports 2025 season, open container allowance, and waive all associated ground fees, road closure for two events, and partial day closure of the boat ramp for two events.

Item No. 31 – Martin Luther King, Jr. Day Event and Parade Request.

Consider approval of the event, with road closures (parade), and signs placed on City property on January 20, 2025 at McKinney Park and continuing to Waterfront Park.

Charlene Forth pulled Consent Agenda Items 15, 16 and 17.

Vincent Niemiec pulled Consent Agenda Items 16 and 19.

Paula Hoisington pulled Consent Agenda Items 2, 7, 10, 25, 27, 29 and 30.

Council Member Howard pulled Consent Agenda Items 2, 3, 19, 27 and 30.

Council Member Howard moved to approve the Consent Agenda excluding items 2,3,7, 10,15,16,17,19,25,27,29 and 30; seconded by Council Member Myers. Passed unanimously 5-0 with all members present voicing aye.

Item No. 2 – Legislative Priorities

Council Member Howard feels there should have been a workshop to determine what Council deems as legislative priorities. There needs to be a discussion regarding downtown parking, storm water recapture in Wellness Way, a data collection device in Lake Louisa, Live Local Act, Fire Station in Wellness Way, and the prospect of a gunsmithing program in conjunction with Lake Tech. He would like to table this item to the next meeting to allow Council to have a workshop.

Mayor Murry said that there is not a workshop scheduled before the next Council meeting.

City Manager Bulthuis stated that the deadline to submit the legislative priorities is late November.

There was discussion on the list provided along with local legislative support.

Council agreed to a workshop on October 29, 2024 at 2:00 PM to discuss further.

Council Member Howard moved to table Legislative Priorities to November 12, 2024; seconded by Council Member Myers. Passed unanimously 5-0 with all members present voicing aye.

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Item No. 3 – Plat Approval, *Wellness Ridge Phase 3*

Council Member Howard said he would not support projects in Wellness Way without storm water recapture for irrigation purposes.

Council Member Pines inquired on the repercussions of not approving the item.

City Attorney Mantzaris stated that this item is to determine if the plat has met the requirements of the entitlement for the project. This is a perfunctory approval; city staff reviews and determines that it meets the entitlement and follows approval.

City Manager Bulthuis explained that Wellness Ridge is currently using potable water from the city.

City Manager Mantzaris said that he would look into the agreement with Wellness Ridge regarding water use to see if there are other avenues for recapture/reclaim water.

Council Member Pines moved to approve Item 3, Plat Approval; seconded by Council Member Gonzalez. Passed 3-2 with Council Member Howard and Council Member Myers opposing.

Item No. 7 – School Resource Officer Agreement for Year 2024-2025

City Manager Bulthuis stated that this is the School Resource Officer Agreement with Lake County for them to pay for four Clermont Police Officers at Lake County schools around Clermont.

Council Member Howard moved to approve Consent Agenda Item 7, School Resource Officer Agreement for Year 2024-2025; seconded by Council Member Gonzalez. Passed unanimously 5-0 with all members present voicing aye.

Item No. 10 – Interlocal Agreement Amendment

Paula Hoisington, 564 Desoto Street - inquired on the functionality of the committee. The consultant's functionality and success measurement along with payment.

City Attorney Mantzaris clarified that the item before Council is an amendment to add Howey in the Hills to the Interlocal Agreement.

Council Member Pines stated that each entity in the agreement pays \$5,000 annually for the consultant.

Public Services Deputy Director VanDever explained that the committee is a group of surrounding cities that meet every other month to get direction on initiatives, challenges, collaborate with other cities, and work together with the state on regulations and rules as things change.

City Attorney Mantzaris stated that the original agreement identified certain projects for the consultant to work on. Success is measured on the project list and what was accomplished. He would provide a copy of the original agreement and project list.

Council Member Pines moved to approve Consent Agenda Item 7, School Resource Officer Agreement for Year 2024-2025; seconded by Council Member Gonzalez. Passed unanimously 5-0 with all members present voicing aye.

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Item No. 15 – Piggyback Purchase Approval, *Public Services Ford Trucks*

Charlene Forth, 939 W. Desoto – requested clarification on the use of the vehicles.

Public Services Assistant Director Maiworm explained the four vehicles are replacement vehicles for older vehicles in the fleet. Each year the department looks at all vehicles and merge repair cost, mileage, and age to come up with what vehicles need replacing. These vehicles are not take home vehicles.

Council Member Pines moved to approve Consent Agenda Item 15, Public Services Ford Trucks; seconded by Council Member Gonzalez. Passed unanimously 5-0 with all members present voicing aye.

Item No. 16 – Piggyback Purchase Approval, *City Hall Carpet Installation*

Charlene Forth, 939 W. Desoto – requested clarification on replacement of the carpet.

City Manager Bulthuis explained that the carpet would be replaced throughout all of City Hall and is original to when the building was built in 2003, over twenty years ago.

Council Member Gonzalez moved to approve Consent Agenda Item 16, City Hall Carpet Installation; seconded by Council Member Pines. Passed unanimously 5-0 with all members present voicing aye.

Item No. 17 – Piggyback Purchase, *Public Services F450 Truck*

Charlene Forth, 939 W. Desoto – requested clarification on the purpose of the vehicle.

Public Services Assistant Director Maiworm stated that this vehicle is for joint use between Public Services and Police Department. The Police Department have heavy load barricades that require a heavy-duty vehicle to transport; this vehicle was built to be a fully functioning vehicle for Public Services when not in use by the Police Department.

Council Member Pines moved to approve Consent Agenda Item 17, Public Services F450 Truck; seconded by Council Member Myers. Passed unanimously 5-0 with all members present voicing aye.

Item No. 18 – Piggyback Purchase, *Public Services Cargo Van*

Charlene Forth, 939 W. Desoto – requested clarification on the purpose of the vehicle.

Public Services Assistant Director Maiworm explained that the vehicle is a cargo van with a man lift on the rear. This will assist public services employees with such tasks as placing holiday lights downtown as they are currently using ladders.

This item approved with the original approval of Consent Agenda items.

Item No. 19 – Piggyback Purchase Approval, *Fire Truck*

Council Member Howard would like to table this item to January as he is in discussions that may have a positive impact on this budget item.

Fire Chief Ezell stated that the main factor of approving now is a price increase, which in previous years have gone up by five percent. If we wait until January, the cost of the fire truck will be higher.

Vincent Niemiec, Regency Hills – inquired on this truck being a replacement or new to the fleet.

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Fire Chief Ezell stated that this truck is part of the twenty-year replacement plan. This is a replacement truck and the old truck will go into reserve to replace the truck in reserve.

Discussion ensued on the contract and cancellation clause for the fire truck.

Council Member Pines moved to approve Item 19, Piggyback Purchase Approval, Fire Truck; seconded by Council Member Myers. Passed 4-1 with Council Member Howard opposing.

Item No. 25 – Red White & Boom Event 2025, Fireworks, and Open Container Request

Paula Hoisington, 564 Desoto Street – spoke about the open container portion of the item. She expressed concern regarding intoxicated citizens and encouraging alcohol consumption.

City Manager Bulthuis stated that the vendors selling alcohol are required to have the proper permits.

City Attorney Mantzaris explained that all events have to submit paperwork showing insurance and naming the City as an additional insured. Vendors are also required to have a special license from the State.

Council Member Howard moved to approve Consent Agenda Item 25, Red White & Boom Event 2025, Fireworks, and Open Container Request; seconded by Council Member Gonzalez. Passed unanimously 5-0 with all members present voicing aye.

Item No. 27 - Clermont Caribbean Jerk Festival Event 2025 – Open Container, Sign Request, and Boat Ramp Closure Request

Council Member Howard stated that he is not in support of summertime closures of the boat ramp. The closures have a negative impact on the businesses on the lake.

Ginger Howard, 1986 Brantley Circle – expressed her concern with closing the boat ramp for any events.

Maritza Rivera, MARS event management – representing the Caribbean Association. This is the twelfth year at Waterfront Park. Prior to the boat ramp, this area was a parking lot, which this event used for parking spaces. Requested consideration for this event.

Alison Strange, 1120 Lakeshore Drive – expressed the need for Council to have a workshop regarding events, parking for events and using Victory Pointe.

Mr. Thompson, 3212 Sonesta Court – the closure of the boat ramp is to use the parking for the large event. All parking at the schools and downtown are utilized.

Christopher Barrett, 2785 Falcon Ridge Rd. – spoke in favor of the boat ramp closure.

Charlene Forth, 939 W. Desoto St. – requested the boat ramp remain open during the event.

Shelly Linder, Sommer Sports – boat ramp closure during certain events is for safety.

Council Member Pines asked staff how many days per year the boat ramp is closed for events.

Parks and Recreation Director Forman reviewed boat ramp closures in 2024.

Mayor Murry stated that prior to the boat ramp there were 150 parking spaces for Waterfront Park. He is in support of closing the boat ramp for the event.

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Discussion ensued on the statistics of the boat ramp closures, the challenges for the event as well as the Police Department if the boat ramp remains open and finding alternative parking solutions for future events.

Council Member Gonzalez moved to approve Item No. 27, Clermont Caribbean Jerk Festival Event 2025 – Open Container, Sign Request, and Boat Ramp Closure Request; seconded by Council Member Pines. Passed 4-1 with Council Member Howard opposing.

Item No. 29 – Event, Open Container and Road Closure Request, *Irish Fest 2025*

Council Member Howard moved to approve Consent Agenda Item No. 29, Event, Open Container and Road Closure Request, Irish Fest 2025; seconded by Council Member Myers. Passed unanimously 5-0 with all members present voicing aye.

Item No. 30 – Sommer Sports 2025 Events Request and Boat Ramp Closure

Council Member Howard requested to table this item to December 10 for Council Member Pines to speak with the Tourist Development Council at their meeting on October 30 to request the Lake County Board of County Commissioners sponsor this group of events, up to \$100,000.00. That would allow the city to collect the fees and costs for Police, Fire and Facilities.

Mayor Murry opened the floor for public comments.

Shelly Linder, Sommer Sports – stated that Sommer Sports pays for all Fire and Police at events. The city sponsors the venues.

Discussion ensued on bringing Tourist Development Council dollars back to Clermont and tabling this item to ask for the sponsorship from the Lake County Board of County Commissioners before approved.

Alison Strange, 2350 Legends Way – Believes tabling the item provides a better opportunity to be awarded the sponsorship. If approved tonight, the city will not get the sponsorship.

Council discussed how the Tourist Development Council looks at events, needing to have a discussion with Sommer Sports on their statistics and the schedule of events that are included in this item.

Deputy City Manager Davidoff explained the community partnership with Sommer Sports and The Spring Games and Pig on the Pond. Grounds fees and tent permit fees are waived from the city.

Council Member Howard moved to table Item No. 30, Sommer Sports 2025 Events Request, and Boat Ramp Closure to December 10, 2024; seconded by Council Member Myers. Passed unanimously 5-0 with all members present voicing aye.

UNFINISHED BUSINESS

Item No. 32 – This item has been withdrawn.

Item No. 33 – This item has been withdrawn.

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NEW BUSINESS

Item No. 34 – Variance Request, *Ashley Furniture*

Development Services Planner Kruse presented the variance request. The applicant, Ashley Furniture Store, is requesting a sign variance to allow for two wall signs to be greater than the total allowable copy area. The new 55,000 square foot store will be constructed at the intersection of Magnolia Point Blvd. and State Road 50. The applicant is requesting two 300 square foot signs, one on the north wall facade and the other on the west wall facade that will provide a total of 600 square feet of building signage for the one retail store.

The request to allow two 300 square feet building signs may be considered as excessive and out of character with other wall signs located within the Master Development Plan. The applicant is able to place two wall signs of 200 square feet each on the north and west façade. The increase over the 200 square feet is triggering the variance request.

Section 101-246 of the Land Development Code requires a positive finding in the review criteria and findings in order to grant a variance. Staff reviewed the application as presented and finds the application does not meet a positive finding. Therefore, staff recommends denial of the requested variance to the Land Development Code.

Kevin Letch, The Sembler Company, was present on behalf of Ashley Furniture. The building faces west with the north side facing State Road 50. Requesting the variance based on visibility, the topography makes it difficult to see the site until you are there. The top of the building is visible as you approach which is the cause for asking for the 300-foot sign on the building.

Mayor Murry opened the public hearing.

Vincent Niemiec, Regency Hills – spoke in opposition of the variance.

Mayor Murry closed the public hearing.

Discussion ensued regarding their entitlement to signage and other sign variances in the area.

Mayor Murry stated the he is not in support of the variance. .

Council Member Howard stated that he would support the variance if there were no other signs on the building. Council Member Pines stated her support.

Mr. Letch stated that they are only proposing the two signs. Applicant agrees to Councils suggestion of only having the two signs.

Council Member Pines moved to approve Variance Request, Ashley Furniture 300-foot sign on the front, and 200-foot sign on the side and no other signage on the building; seconded by Council Member Myers. Passed 4-1 with Mayor Murry opposing.

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Item No. 35 – Ordinance No. 2024-030, *Old Hwy 50 Property Annexation Intro*

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

City Clerk Howe read the title aloud.

Council Member Pines moved to introduce Ordinance No. 2024-030, Old Hwy 50 Property Annexation Intro; seconded by Council Member Gonzalez. Passed unanimously 5-0 with all members present voicing aye.

Item No. 36 – Ordinance No. 2024-032, *Old Hwy 50 Property Rezoning Intro*

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

City Clerk Howe read the title aloud.

Council Member Pines moved to introduce Ordinance No. 2024-032, Old Hwy 50 Property Rezoning Intro; seconded by Council Member Myers. Passed unanimously 5-0 with all members present voicing aye.

Item No. 37 – Ordinance No. 2024-041, *Land-Bridge Annexation Intro*

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

City Clerk Howe read the title aloud.

Council Member Gonzalez requested that staff present this item.

Development Services Director Henschel presented the item. The applicant, Southern Citrus Groves LLC, is requesting annexation of 449 acres located off County Road 561, 2.5 miles south of State Road 50 and 12th Street. The applicant desires to develop the site for a residential subdivision.

The property is currently unimproved and is located in the Green Swamp Area of Critical State Concern. The property is located in the Joint Planning Area with Lake County but not within the Interlocal Service Boundary Agreement. Currently, there is no availability of City water and/or sewer west of the City Limits at the Palatlahaha Bridge. The City is not anticipating bringing service over or under the Palatlahaha River at this time. The developer would be required to complete all necessary infrastructure to serve the project and be fully funded by the developer, if the property were annexed.

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The subject property proposed for annexation does not meet the minimum requirements of law that a substantial portion of its boundaries is not contiguous to the city. The applicant states there is a small portion of the property contiguous to the city by connection to Lake Minnehaha. Additionally, the Interlocal Service Boundary Agreement with Lake County requires County approval of annexation outside of the Interlocal Service Boundary Agreement area. The subject property is located outside of the Interlocal Service Boundary Agreement area. For these reasons staff is recommending denial of the annexation request.

City Manager Bulthuis explained that this property is outside of the Interlocal Service Boundary Agreement area. The county would have to consent to the city annexing the property. If Council approves the annexation, it would have to go before the Lake County Board of County Commissioners for approval.

City Attorney Mantzaris clarified that if Lake County does not approve the annexation then it does not move forward. The city does not recommend Council take final action on the annexation until Lake County has consented. Council taking action prior to Lake County would be a breach of the Interlocal Service Boundary Agreement.

Saxon Evans was present representing Southern Citrus Groves, LLC. The property has been in the Joint Planning Area since 2007 for future growth of the city. The project has the ability to provide their own water and sewer, which could be dedicated to the city. This would not be a high-density development. The applicant had gone to Lake County and suggested to come before the city first. The impression was that the decision to allow the annexation would not go before the Lake County Board of County Commissioners but be an administrative decision. The property borders the City of Groveland to the west and they have extended their water and sewer to the property line. This property is surrounded on all sides by city or private water and sewer.

City Attorney Mantzaris explained that the Interlocal Service Boundary Agreement is an approved agreement and the city would not accept a staff recommendation from Lake County as complying with the terms of the agreement. The agreement is between City Council and the Board of County Commissioners and they would have the right of approval or denial.

City Manager Bulthuis stated that the city provides water and sewer within the city limits and the developers take on the expense to run the lines. He also spoke about city services such as police and fire and stretching the city's resources if annexation occurs.

Discussion ensued on the density on the proposed property, definition of contiguous, the properties location, and land use in that area.

City Attorney Mantzaris stated that the only continuity is one piece of the property that comes out and touches Lake Minnehaha; otherwise, the property is surrounded by unincorporated Lake County. The law speaks about a substantial part of a boundary, the applicants position is the small edge of property that touches the lake is the boundary that is contiguous to the city. The small part of the property that touches would not constitute as a substantial part.

Council Member Howard expressed that he would not be in support of annexation.

Mr. Evans requested to table the item to give the attorneys from each side time to discuss the annexation.

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

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Mr. Evans spoke about a property that the City of Groveland annexed with the same portion size of that property being contiguous as well as the Joint Planning Area Agreement.

Council Member Pines and Council Member Myers stated they were not in support of the annexation.

Council Member Howard moved to deny Ordinance No. 2024-041, Land-Bridge Annexation Introduction; seconded by Council Member Pines. Passed unanimously 5-0 with all members present voicing aye.

Item No. 38 – Ordinance No. 2024-042, Bradshaw Road ROW Vacation Intro

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, CLOSING AND PERMANENTLY ABANDONING A PORTION OF NORTH BRADSHAW ROAD (MAINTAINED CLAY ROAD) AND AN UNNAMED 30 FOOT PLATTED RIGHT-OF-WAY, ACCORDING TO THE PLAT OF MONTE VISTA PARK FARMS, RECORDED IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS BELOW; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND EFFECTIVE DATE.

City Clerk Howe read the title aloud.

Council Member Pines moved to introduce Ordinance No. 2024-042, Bradshaw Road Right of Way Vacation Introduction; seconded by Council Member Myers. Passed unanimously 5-0 with all members present voicing aye.

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October 22, 2024

ADJOURN: With no further comments, this meeting adjourned at 9:26pm.

APPROVED:

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

City of Clermont
MINUTES
CITY COUNCIL WORKSHOP
October 29, 2024

CALL TO ORDER

The City Council met in a workshop session on Tuesday, October 29, 2024 in the Clermont City Council Chambers. Mayor Murry called the workshop to order at 2:00 pm with the following Council Members present: Council Members Howard, Pines, Myers and Gonzalez.

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

Mayor Murry announced that Captain McMaster received the 2024 Distinguished Alumni Valor Award at Lake Sumter State College.

AGENDA ITEMS

1. Legislative Priorities

City Manager Bulthuis stated that each year the city has a list of legislative priorities where we ask our legislators for funding for projects. Staff is asking for the same projects the city requested funding for last year.

Three of the projects are the alternative water supply study, Northern Clermont alternative water and the Waste Water Plant expansion phase two. Public Services Director Brunson provided details on the projects and funding requests from the legislative priorities list.

He also spoke about East Avenue reconstruction; the city would love to get this through legislature instead of spending General Fund dollars or having to secure a loan. City Manager Bulthuis explained there was a complete streets study done eight years ago that included landscaping and beautification. If Council chose to reconstruct East Avenue as a basic project, the estimated cost of \$6 million to \$7 million. City staff would like to obtain funding towards the reconstruction.

Discussion ensued on funding sources for East Avenue and that Bloxam Avenue will need to be addressed as well. Funding for infrastructure needs to be a priority for legislature.

City Manager Bulthuis spoke about the Meet Us in the Middle project, which is part of the coast-to-coast trail. Looking for additional funding, Council will need to decide what to do with the pier.

Most of these projects have made it through the legislature and been cut at the Governor's office in previous years.

Police Chief Broadway and Fire Chief Ezell spoke about the South Lake Regional Public Safety Training Center. The space would accommodate officers and firefighters to train in south Lake County instead of traveling, which is causing overtime and travel costs for the Police Department as well as having to take units out of service for the Fire Department. There is interest from other agencies in south Lake County.

City Manager Bulthuis clarified that this would be done in phases and staff is asking for a shooting range for the Police Department.

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Mayor Murry stated that he is in support of the current list of priorities and is open to adding to the list.

Council Member Howard stated that he supports the training center but feels it needs to be at the Arts and Recreation Center. He spoke to the lobbyists regarding modifications to the Live Local Act; aimed at economic work areas and have a boundary within so many miles of an employment center. A priority for him is the storm water recapture for Wellness Way and Lake County would be willing to join the city on that project. The last two projects would be a downtown parking garage and a gunsmith program at Lake Technical College as a job opportunity to push forward and for business relocation to the area.

Discussion ensued on the Live Local Act along with the feasibility of creating a boundary around an employment center. City Manager Bulthuis explained that The Florida League of Cities legislative committees have stated that they are not focusing on the Live Local Act this year. He encouraged any ideas on language for the Live Local Act be brought to him and City Attorney Mantzaris to submit to the Florida League of Cities.

City of Clermont Lobbyist, Angie Langley provided some guidance on putting together legislative priorities. The legislature is aware and open to changes on the Live Local Act. She is happy to push forward any priorities that Council chooses but feels tying items to economic development increases the chance of approval. Having a joint item with another entity also strengthens the approval odds. Items that have matching grants or funds are stronger and well received. Ms. Langley stated that legislative priorities should be cohesive and precise, keep the list to under six items.

Discussion ensued on which items Council feels need to be on the list and which items could be removed.

Ms. Langley advised Council her office could provide feedback on the list of legislative priorities.

Council's consensus was to provide the following items to the lobbyist who will provide feedback on five to six items to move forward.

- City of Clermont Alternative Water Supply Study
- Waste Water Plant Expansion Phase Two
- Meet Us in the Middle Plaza and 8th Street Docks
- South Lake Regional Public Safety Training Center
- Stormwater Recapture in Wellness Way
- Gunsmith program at Lake Technical College

City of Clermont
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2. Other

City Manager Bulhuis provided Council with the site plans and elevation for the First Baptist Church, which will be on the next agenda. He clarified they are not to speak about the item but wanted to provide this information in the event they were asked questions from citizens.

City Manager Bulhuis stated that the city received an offer to purchase a piece of property the city owns. There is a small piece of property on Lake Avenue that the city acquired in 2012 and demolished the building on the property. There was an appraisal done and the offer is less than appraised.

City Attorney Mantzaris stated that Council needs to consider and should stay with the appraised value of a property when selling.

City of Clermont
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CITY COUNCIL WORKSHOP
October 29, 2024

ADJOURN: With no further comments, this workshop adjourned at 3:07 pm.

APPROVED:

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date			
Tuesday, November 12, 2024			
Agenda Item Name			
Resolution No. 2024-039R <i>Budget Amendment</i>			
Requested Action			
Request approval of Resolution #2024-039R to amend the Fiscal Year 2024 budget.			
Staff Report			
Resolution 2024-039R is proposed to amend the Fiscal Year End 2024 Budget. Florida State Statutes allow for budget amendments up to 60 days following the conclusion of the fiscal year. This resolution formally amends the budget to reflect Council actions during the fourth quarter of the fiscal year (July–September) along with subsequent requested department updates. Exhibit A of the Resolution is displayed by revenue and expense category. Significant factors for the changes include the following: <u>Revenues:</u> 1. A second round of pension contributions from the State of Florida, atypical and resulting from efforts to improve the timeliness of fiscal reporting. 2. Increase of Investment Income due to a temporary 1-year bank contract and higher cash balances. 3. Higher than anticipated intergovernmental revenues for utility service tax and communication tax. 4. Unanticipated receipts of federal grants and planning & zoning fees from a 2022 rezoning agreement. 5. Reconciliation of interfund transfers related to the Streetscape Project and WWTP Project. <u>Expenses:</u> 1. Reduction of Capital Expenses due to carryover projects into Fiscal Year Ending 2025. 2. Reconciliation of interfund transfers related to the Streetscape Project (ARPA Fund & multiple Enterprise Funds). 3. Reconciliation of interfund transfers and total expenditures for the WWTP Project (2024 Bond Fund & Sewer Impact Fee Fund).			
Additional Analysis			
Fiscal Impact Summary			
	<u>Current Budget</u>	<u>Proposed Amendments</u>	<u>Ending Budget</u>
Total Revenues	\$144,479,966	\$22,829,000	\$167,308,966
Total Expenses	\$138,674,906	\$25,651,800	\$164,326,706
Fiscal Impact	Fund Number and Description	Available Budget Amount	
Exhibits Attached (copies of original agreements)			
1.	2024-039R - Budget Amendment (11.04.2024) 2	2024-039R - Budget Amendment (11.04.2024) 2.pdf	



**CITY OF CLERMONT
RESOLUTION NO 2024-039R**

**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 12th day of November, 2024.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney



CITY OF CLERMONT
RESOLUTION NO 2024-039R

EXHIBIT A

REVENUES

FUND	CURRENT BUDGET	AMENDED AMOUNT	NEW BUDGET
100 - GENERAL FUND			
CHARGES FOR SERVICES	\$ 560,000	\$ 398,000	\$ 958,000
INTERGOVERNMENTAL	\$ 2,235,000	\$ 1,341,000	\$ 3,576,000
MISCELLANEOUS	\$ 558,000	\$ 862,000	\$ 1,420,000
OTHER TAXES	\$ 5,850,000	\$ 550,000	\$ 6,400,000
PERMITS, FEES & SPECIAL ASSESSMENTS	\$ -	\$ 435,000	\$ 435,000
100 - GENERAL FUND Total		\$ 3,586,000	
10T - TREE FUND			
MISCELLANEOUS	\$ -	\$ 533,000	\$ 533,000
10T - TREE FUND Total		\$ 533,000	
110 - BUILDING SERVICES FUND			
MISCELLANEOUS	\$ 42,000	\$ 200,000	\$ 242,000
110 - BUILDING SERVICES FUND Total		\$ 200,000	
120 - INFRASTRUCTURE FUND			
MISCELLANEOUS	\$ 22,000	\$ 110,000	\$ 132,000
120 - INFRASTRUCTURE FUND Total		\$ 110,000	
140 - REC IMPACT FEE FUND			
MISCELLANEOUS	\$ 92,000	\$ 125,000	\$ 217,000
PERMITS, FEES & SPECIAL ASSESSMENTS	\$ 2,400,000	\$ 125,000	\$ 2,525,000
140 - REC IMPACT FEE FUND Total		\$ 250,000	
240 - 2024 WTP WATER/SEWER BOND			
MISCELLANEOUS	\$ 200,000	\$ 135,000	\$ 335,000
240 - 2024 WTP WATER/SEWER BOND Total		\$ 135,000	
320 - CAPITAL PROJECTS FUND			
MISCELLANEOUS	\$ 60,000	\$ 150,000	\$ 210,000
320 - CAPITAL PROJECTS FUND Total		\$ 150,000	



**CITY OF CLERMONT
RESOLUTION NO 2024-039R**

FUND	CURRENT BUDGET	AMENDED AMOUNT	NEW BUDGET
410 - WATER FUND			
MISCELLANEOUS	\$ 240,000	\$ 425,000	\$ 665,000
OTHER FINANCING SOURCES	\$ -	\$ 327,000	\$ 327,000
410 - WATER FUND Total		\$ 752,000	
420 - SEWER FUND			
MISCELLANEOUS	\$ 100,000	\$ 375,000	\$ 475,000
420 - SEWER FUND Total		\$ 375,000	
430 - WATER IMPACT FEE FUND			
MISCELLANEOUS	\$ 53,000	\$ 157,000	\$ 210,000
430 - WATER IMPACT FEE FUND Total		\$ 157,000	
440 - SEWER IMPACT FEE FUND			
MISCELLANEOUS	\$ 200,000	\$ 480,000	\$ 680,000
OTHER FINANCING SOURCES	\$ -	\$ 14,820,000	\$ 14,820,000
PERMITS, FEES & SPECIAL ASSESSMENTS	\$ 3,988,000	\$ 581,000	\$ 4,569,000
440 - SEWER IMPACT FEE FUND Total		\$ 15,881,000	
450 - STORMWATER FUND			
OTHER FINANCING SOURCES	\$ 373,000	\$ 176,000	\$ 549,000
450 - STORMWATER FUND Total		\$ 176,000	
490 - SANITATION FUND			
MISCELLANEOUS	\$ 55,000	\$ 383,000	\$ 438,000
490 - SANITATION FUND Total		\$ 383,000	
520 - GROUP SELF-INSURANCE FUND			
MISCELLANEOUS	\$ 155,000	\$ 141,000	\$ 296,000
520 - GROUP SELF-INSURANCE FUND Total		\$ 141,000	
Grand Total		\$ 22,829,000	



CITY OF CLERMONT
RESOLUTION NO 2024-039R

EXPENDITURES

FUND	CURRENT BUDGET	AMENDED AMOUNT	NEW BUDGET
100 - GENERAL FUND			
PUBLIC SAFETY			
CAPITAL OUTLAY	\$ 330,880	\$ (206,000)	\$ 124,880
PERSONNEL SERVICES	\$ 3,706,760	\$ 517,600	\$ 4,224,360
100 - GENERAL FUND Total		\$ 311,600	
10T - TREE FUND			
PUBLIC WORKS			
CAPITAL OUTLAY	\$ 10,000	\$ 2,700	\$ 12,700
10T - TREE FUND Total		\$ 2,700	
120 - INFRASTRUCTURE FUND			
GENERAL GOVERNMENT			
CAPITAL OUTLAY	\$ 80,000	\$ (39,000)	\$ 41,000
PUBLIC SAFETY			
CAPITAL OUTLAY	\$ 1,474,826	\$ (217,000)	\$ 1,257,826
120 - INFRASTRUCTURE FUND Total		\$ (256,000)	
130 - CEMETERY FUND			
PUBLIC WORKS			
CAPITAL OUTLAY	\$ 55,000	\$ (1,700)	\$ 53,300
130 - CEMETERY FUND Total		\$ (1,700)	
140 - REC IMPACT FEE FUND			
CULTURE & RECREATION			
CAPITAL OUTLAY	\$ 1,226,340	\$ (747,000)	\$ 479,340
140 - REC IMPACT FEE FUND Total		\$ (747,000)	
150 - POLICE IMPACT FEE FUND			
PUBLIC SAFETY			
CAPITAL OUTLAY	\$ 65,408	\$ 50,700	\$ 116,108
150 - POLICE IMPACT FEE FUND Total		\$ 50,700	



CITY OF CLERMONT
RESOLUTION NO 2024-039R

FUND	CURRENT BUDGET	AMENDED AMOUNT	NEW BUDGET
160 - FIRE IMPACT FEE FUND			
PUBLIC SAFETY			
CAPITAL OUTLAY	\$ 700,000	\$ (469,800)	\$ 230,200
160 - FIRE IMPACT FEE FUND Total		\$ (469,800)	
180 - AMERICAN RESCUE PLAN ACT FUND			
OTHER FINANCING USES			
OTHER EXPENDITURES	\$ 1,088,000	\$ 284,100	\$ 1,372,100
180 - AMERICAN RESCUE PLAN ACT FUND Total		\$ 284,100	
240 - 2024 WTP WATER/SEWER BOND			
OTHER FINANCING USES			
OTHER EXPENDITURES	\$ -	\$ 14,820,700	\$ 14,820,700
240 - 2024 WTP WATER/SEWER BOND Total		\$ 14,820,700	
320 - CAPITAL PROJECTS FUND			
PUBLIC WORKS			
CAPITAL OUTLAY	\$ 1,214,392	\$ (7,100)	\$ 1,207,292
320 - CAPITAL PROJECTS FUND Total		\$ (7,100)	
410 - WATER FUND			
PHYSICAL ENVIRONMENT			
CAPITAL OUTLAY	\$ -	\$ 39,100	\$ 39,100
410 - WATER FUND Total		\$ 39,100	
420 - SEWER FUND			
PHYSICAL ENVIRONMENT			
CAPITAL OUTLAY	\$ 273,394	\$ 49,000	\$ 322,394
420 - SEWER FUND Total		\$ 49,000	
440 - SEWER IMPACT FEE FUND			
PHYSICAL ENVIRONMENT			
CAPITAL OUTLAY	\$ 19,550,000	\$ 11,000,000	\$ 30,550,000
440 - SEWER IMPACT FEE FUND Total		\$ 11,000,000	



CITY OF CLERMONT
RESOLUTION NO 2024-039R

FUND	CURRENT BUDGET	AMENDED AMOUNT	NEW BUDGET
450 - STORMWATER FUND			
PHYSICAL ENVIRONMENT			
CAPITAL OUTLAY	\$ -	\$ 176,900	\$ 176,900
450 - STORMWATER FUND Total		\$ 176,900	
490 - SANITATION FUND			
PHYSICAL ENVIRONMENT			
CAPITAL OUTLAY	\$ 415,134	\$ 398,600	\$ 813,734
490 - SANITATION FUND Total		\$ 398,600	
Grand Total		\$ 25,651,800	



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, November 12, 2024		
Agenda Item Name		
Second Amendment Contract Renewal <i>Disposal of Class I Waste</i>		
Requested Action		
Requesting approval of contract renewal and second amendment with Groveland Transfer & Recycling, Inc. for the removal and disposal of solid waste.		
Staff Report		
The current agreement with Groveland Transfer & Recycling, Inc. (CONTRACTOR) was established on May 1, 2014, to safely dispose of solid waste. This solid waste, while not classified as hazardous, poses a significant risk to human health and the environment if improperly managed. The contract expired on April 30, 2024, and has the option for a one-time, five-year renewal; however, it was not renewed right away due to a significant increase in costs. For the last ten years, the City of Clermont has paid a solid waste disposal rate of \$30.45 per ton and a rate of \$0 for recyclables (the city was not charged for dumping recyclables). However, disposal costs have risen since then and the CONTRACTOR proposed a rate increase of \$75 per ton for solid waste disposal and \$125 per ton for recyclable disposal. City staff negotiated a one-time contract renewal for five (5) additional years at a rate of \$55 per ton for solid waste disposal, but the recyclable remained at the new cost of \$125 per ton. The new cost has been covered in the 2025 budget.		
Additional Analysis		
Fiscal Impact Summary		
The anticipated fiscal impact is included in the FY 2024-2025 Budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$1,500,000	49534-54304 Disposal Fee, 54313 Recycling Fee	\$1,500,000
Exhibits Attached (copies of original agreements)		
1. 2014-54_Disposal_Agreement	2014-54_Disposal_Agreement.pdf	
2. 1st_Amendment_to_Agreement_2015-16	1st_Amendment_to_Agreement_2015-16.pdf	
3. 2nd Amendment	2nd Amendment.pdf	

DISPOSAL AGREEMENT

COMPANY:

GROVELAND TRANSFER & RECYCLING, INC.

Address 109 Sampey Road, Groveland, Florida

Representative Name: Dean DiValerio

Title: Vice President

Effective Date of Agreement: May 1, 2014

CUSTOMER:

CITY OF CLERMONT, FLORIDA

Address: 685 West Montrose Street, Clermont, Florida 34712

Representative Name: Darren Gray

Title: City Manager

This Disposal Agreement is made as of the Effective Date shown above by and between the Customer named above ("Customer") and Groveland Transfer and Recycling, Inc ("the Company").

TERMS AND CONDITIONS

1. **DEFINITIONS.** For purposes of this Agreement, the following terms will have the meanings set forth in this section (a) "Acceptable Waste" means Class I Waste, including street sweepings, residential, yard and bulky waste and recyclables. For greater certainty, Customer acknowledges that Acceptable Waste does not include any of the following of any quantity (i) Special Waste, (ii) infectious waste; (iii) hurricane debris; (iv) Hazardous Waste, or (v) waste that Company is not permitted to accept for disposal at the Transfer Station pursuant to its Authorizations; (b) "Agreement" means this Agreement between the Company and the Customer consisting of the terms and conditions set forth herein as the same may be modified, supplemented or restated from time to time; (c) "Authorizations" means the permits, licenses, registrations, approvals, certificates, and authorizations issued to the Company by any applicable federal, state or local governmental agency, body, jurisdiction or unit in connection with the operation or management of the Transfer Station, (d) "Class 1 Waste" has the meaning assigned to such term under Chapter 62-701 200(13) F.A.C., as it may be amended; (e) "Effective Date" means the date noted above being the commencement date of this Agreement, (f) "Hazardous Waste" means waste listed, characterized or designated as hazardous by the United States Environmental Protection Agency pursuant to the Resource Conservation and Recovery Act, 42 USC 6901 et seq., as amended from time to time and its implementing regulations, and by analogous Florida statute, regulations, orders or rules and includes any substance which after the Effective Date is deemed hazardous by any judicial or governmental entity, body or agency having jurisdiction to make such determination; (g) "Special Waste" has the meaning assigned to such term in Chapter 62.701 200 F.A.C.(119), as the same may be amended from time to time during the term of this Agreement; (h) "Transfer Station" means the permitted transfer station owned by the Company and located at 109 Sampey Road, Groveland, FL.

2. **DISPOSAL/ DISPOSAL FEES/ REBATES/ INCREASES.** During the term of this Agreement, subject to any limitations imposed by Authorizations and applicable law, regulation or otherwise, Company will accept for disposal Acceptable Waste delivered by Customer or any subcontractor engaged by Customer to the Transfer Station and Customer shall deliver to the Transfer Station, all Acceptable Waste generated by residents within the jurisdiction of the City of Clermont. Customer shall pay to the Company a disposal rate of \$30.45 per ton for each ton of Acceptable Waste delivered to the Transfer Station. The Company shall rebate the Customer for the Customers recyclables delivered to the Company per the following: (1) 40% of the Low Official Board Market South East for Mixed Paper and (2) \$7.00 per ton for Commingled Rigid Containers The Commingled Rigid Container rebate may vary depending on market variances. If the Customer elects during the term of this Agreement to provide single stream residential recycling service, the Customer is not obligated by this Agreement to deliver recyclable materials to the Company provided it gives 120 days notice of its intent. If Company provides disposal services outside of its regular business hours or any additional services, including the disposal of any Special Waste, Company may adjust the disposal fee to compensate Company for the additional costs in providing such disposal. Contamination by other materials may result in the imposition of additional fees Contamination will be determined by the Company in its reasonable discretion and to the extent it renders the material not Acceptable Waste, shall be subject to the provisions of Section 6 of this Agreement. The disposal rate set out in this section 2 is net of all applicable taxes, and government fees or charges levied against the Company in respect of the receipt of Acceptable Waste for disposal at the Transfer Station, and Customer will pay all such taxes, fees and charges to Company in addition to the applicable disposal rate. Company shall have the right, in its sole discretion, to increase the disposal rate on each anniversary of this Agreement by the lesser of (i) the Consumer Price Index (All Items) for the Southeast Region as published by the Bureau of Labor Statistics 90 days preceding the rate increase

or (ii) two percent (2%) The parties acknowledge and agree that the cost of fuel fluctuates and that Company shall have the right, in its sole discretion, to add a fuel surcharge to any invoice for changes in the cost of diesel fuel Fuel surcharges will be calculated on a six-month basis and added on the invoice in addition to the initial rate contained herein based on the price of diesel fuel as established by the Energy Information Administration of the Department of Energy for the Lower Atlantic Region A fuel surcharge shall be implemented for any given six-month period of this Agreement, beginning on May 1 or October 1, when the average price of diesel fuel during the previous six-month period exceeded \$4.25 per gallon in accordance with the fuel surcharge matrix attached hereto as Exhibit A, and such fuel surcharge will be calculated as a percentage of the then-applicable rate The fuel surcharge will be implemented on a bi-annual basis on May 1 and November 1 based on taking the average price of diesel fuel published during each week of the previous six-month period

3. PAYMENT. Company will invoice Customer weekly for charges incurred in the prior week Customer will pay all undisputed invoices in full within 30 days after receipt of each such invoice Unpaid undisputed invoices will bear interest at the rate of one and one-half percent (1 1/2%) per month accruing from 30 days following the date of the invoice. Customer's obligation to pay disposal fees and charges provided for in this Agreement are absolute and unconditional If Customer fails to pay any undisputed invoice when due, Company reserves the right to refuse to accept Acceptable Waste for disposal until payment of all unpaid invoices is received in full If service is suspended in excess of 15 days, Company may terminate this Agreement on 10 days prior written notice to Customer The provisions of this Section 3 are in addition to all other rights and remedies the Company may have at law or in equity resulting from Customer's non-payment.

4. TERM OF AGREEMENT Subject to the provisions of section 15 hereof, this Agreement shall remain in effect from the Effective Date for a term of ten (10) years, expiring March 31, 2024 The parties may extend this Agreement for an additional five (5) year period, upon mutual written agreement.

5. CUSTOMER WARRANTIES Customer represents that the waste material delivered to the Transfer Station is and shall be Acceptable Waste. If at any time Customer discovers any waste or other materials which are not Acceptable Waste were delivered to the Transfer Station, Customer shall promptly notify the Company of any information it obtains or has obtained indicating that waste or other materials which are not Acceptable Waste were delivered to the Transfer Station.

6. INSPECTION; REJECTION OF WASTE. Title to and risk of loss and responsibility for Acceptable Waste delivered to the Transfer Station by Customer or its designee shall pass to the Company at the time Acceptable Waste is accepted by Company and removed from the delivery vehicle at the Transfer Station Title to waste material which does not conform to the definition of Acceptable Waste shall remain with Customer and shall not be deemed to pass to the Company Acceptance of any waste material delivered by Customer to the Transfer Station shall not impair, or operate as a waiver of any remedy available to the Company, including revocation of acceptance in the event that the material is later discovered to be nonconforming to the definition of Acceptable Waste within the applicable time frames set forth herein The Company may inspect, sample, analyze and test any

material, however, exercise or a failure to exercise such right shall not relieve the Customer of its indemnity or other obligations under this Agreement to deliver only Acceptable Waste. Company in its sole but reasonable discretion, shall have the right to reject any load or part thereof which Company reasonably believes does not conform to the definition of Acceptable Waste set forth herein within four (4) hours of delivery of any such load to the Transfer Station Further, Company in its sole but reasonable discretion, may re-class any load or part thereof containing Acceptable Waste on account of its content, composition, contamination level and similar reasons If Customer or any designee delivers to the Transfer Station any material failing to conform to the definition of Acceptable Waste in this Agreement and if the Company notifies Customer of the delivery of within four (4) hours of delivery of any such load to the Transfer Station, and requests removal of such non-conforming materials, Customer shall make available to the Company, or cause to be made available to the Company, within twenty-four (24) hours of such notice, containers and vehicles suitable for transporting such non-conforming material and Customer shall thereafter remove, or cause to be removed, within twenty-four (24) hours of such notice, such non-conforming material from the Transfer Station in accordance with applicable laws and regulations or more quickly if required by law, all at the sole cost and expense of Customer If Customer fails to supply such containers and vehicles within the time frame set out above, then Company may remove and dispose of all such non-conforming material and Customer will reimburse Company for all costs reasonably incurred in removing and disposing of such non-conforming material forthwith following demand for such reimbursement from Company to Customer

7. COMPANY WARRANTIES. Company represents that (a) the Company will manage the Acceptable Waste in a safe and workmanlike manner in compliance with valid and applicable federal, state and local laws, ordinances, orders, rules and regulations and the Authorizations, and (b) the Transfer Station has been issued the required Authorizations necessary to allow the Company to accept the Acceptable Waste for disposal and to operate the Transfer Station Except as provided herein, the Company makes no other warranties and hereby disclaims any other warranty, whether implied or statutory.

8. LIMITED LICENSE TO ENTER. Customer and its subcontractors shall have a limited license to enter the Transfer Station for the sole purpose of off-loading Acceptable Waste at an area designated, and in the manner directed, by Company. Customer shall, and shall ensure that its subcontractors comply with all rules and regulations of the Transfer Station, as amended from time to time during the term of this Agreement. Company may reject Acceptable Waste, deny Customer or its subcontractors entry to the Transfer Station and/or terminate this Agreement in the event of Customer's or its subcontractors' failure to follow such rules and regulations. Customer agrees that it will take and will cause its employees and all subcontractors to take all necessary safety precautions and provide all necessary protection to prevent damage, injury or loss to people and property while at the Transfer Station.

9. RIGHT TO WEIGH. Company shall have the right to weigh all vehicles delivering waste to the Transfer Station. The weight of the waste materials determined by the Company shall be binding upon Company and Customer Company may confirm the tare weight of any vehicle delivering waste to the Transfer Station by or for the Customer

10. INDEMNIFICATION To the extent Customer would be required to indemnify the Company without waiving its sovereign immunity in accordance with the paragraph below, Company agrees to indemnify, defend and hold Customer and its affiliates, respective officers, directors and employees harmless from and against any and all liability (including, but not limited to, reasonable attorneys' fees and expenses of investigation and litigation) which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by Company's breach of, misrepresentation in, untruth in or known inaccuracy in any representation, warranty or covenant of Company set forth in this Agreement or by any negligent act, negligent omission or willful misconduct of the Company or its employees, which occurs as a result of the disposal of Acceptable Waste, at the Transfer Station after the date of this Agreement, provided that the Company's indemnification obligations will not apply to occurrences involving waste which is not Acceptable Waste delivered by or for Customer.

To the extent provided by law and without waiving its sovereign immunity, Customer shall indemnify and hold harmless the Company and its affiliates, respective officers, directors and employees, from and against all liabilities, including, without limitation, those relating to the environment, expenses (including but not limited to reasonable attorneys' fees and expenses of investigation and litigation), claims, damages, fines and penalties which any person or entity may at any time suffer or sustain or become liable for by reason of the delivery of any material that fails to conform to the definition of Acceptable Waste, including without limitation, violations of any applicable laws and rules, contamination or impacts upon the environment resulting from violation of applicable laws, rules, directives, orders or Authorizations, property damage, injuries resulting in death or injury to either persons or property, real or personal or both, of the Company, its affiliates or the directors, officers or employees thereof or to any other persons in any manner caused by or resulting from the negligent acts, negligent omissions or willful misconduct of Customer, any designee or any entity engaged by Customer, including its subcontractors, or any employees or agents of such entities or resulting from the breach of, misrepresentation in, untruth in, or known inaccuracy in any representation, warranty or covenant of Customer set forth in this Agreement

Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance of this Agreement

11. INSURANCE. Customer agrees to maintain at all times during the term, insurance coverage as reasonably required by Company, including, without limitation, business automobile liability with limits of not less than \$1,000,000 (combined single limit), commercial general liability covering personal injury, property damage and contractual liability with limits of not less than \$2,000,000 per occurrence, Workers compensation with statutory limits and Employer's liability with limits of not less than \$1,000,000 per occurrence. With the exception of any Workers Compensation policies, Company shall be named as an additional insured on all such policies and Customer shall provide certificates of insurance evidencing such insurance coverage prior to Company's acceptance of Acceptable Waste

12. UNCONTROLLABLE CIRCUMSTANCES Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in its performance

caused by events beyond its reasonable control, including, but not limited to, strikes, riots, imposition of laws or governmental orders, fires, acts of God, and inability to obtain equipment, permit changes and regulations, restrictions (including land use) therein and the affected party shall be excused from performance during the occurrence of such events. For greater certainty, Company may suspend Customer's right to dispose of Acceptable Waste at the Transfer Station during the occurrence of an event of uncontrollable circumstances

13. ASSIGNMENT. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns, provided that Customer may not assign this Agreement other than to an affiliate (being an entity under common control with Customer) without the prior written consent of the Company, which the Company may give or withhold in its absolute discretion

14. ENTIRE AGREEMENT. This Agreement represents the entire understanding and agreement between the parties relating to the disposal of Acceptable Waste at the Transfer Station and supersedes any and all prior agreements, whether written or oral, between the parties regarding the same

15. TERMINATION. Company may immediately terminate this Agreement, (a) in the event of Customer's breach of any term or provision of this Agreement if Customer fails to remedy such breach within ten (10) business days of notice from Company to Customer, or (b) if Customer delivers material other than Acceptable Waste to the Transfer Station on more than one (1) occasion in any 12 month period during the term, or (c) for non-payment in accordance with Section 3 hereof, or (d) if Customer becomes insolvent, the subject of an order for relief in bankruptcy, receivership, reorganization, dissolution, or similar law, or makes an assignment for the benefit of its creditors or if Company deems itself insecure as to payment ("Default"). In addition, Company may terminate this Agreement on not less than one hundred twenty (120) days notice to Customer if Company elects or is required to close the Transfer Station. Customer or Company may terminate this Agreement immediately for cause or upon one hundred twenty (120) days written notice without cause. Termination of this Agreement shall not relieve the Customer or Company of any obligation to the other party arising as a result of or prior to such termination, including without limitation the obligation of the Customer to pay all amounts due for Acceptable Waste disposed of at the Transfer Station prior to such termination, in accordance with the provisions of this Agreement and the warranty and indemnity obligations of Customer and Company.

16. MISCELLANEOUS (a) The prevailing party will be entitled to recover reasonable fees and court costs, including attorneys' fees, in interpreting or enforcing this Agreement. In the event Customer fails to pay Company all amounts due hereunder, Company will be entitled to collect all reasonable collection costs or expenses, including reasonable attorneys' fees, court costs or handling fees for returned checks from Customer, (b) The validity, interpretation and performance of this Agreement shall be construed in accordance with the laws of the State of Florida, (c) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be deemed severable from and shall not affect the remainder of this Agreement, which shall remain in full force and effect; (d) No waiver of any right or claim arising under this Agreement shall be binding unless in writing, (e) Any notice required or permitted to be given under this Agreement shall be in writing and sent to the address noted on the first page of this Agreement and shall be deemed given when delivered in

person or by certified mail, postage pre-paid, return receipt requested; (f) Facsimile signature of this Agreement by Customer and/or Company shall be as binding as delivery of executed originals. Company agrees that it will comply with all provisions of Florida's Public records Law, to the extent that they are applicable to this Agreement.

Agreed & Accepted

COMPANY:

GROVELAND TRANSFER AND RECYCLING, INC.

Signed 
Name Dean D. Valerio
Title S.E. Region v.p.
Date 6/11/14

CUSTOMER:

CITY OF CLERMONT, FLORIDA

Signed 
Name Harold S. Turville, Jr.
Title Mayor
Date 5-13-2014

ATTACHMENT A

City of Clermont Disposal

From Groveland TS to JED LF

Fuel Cost	Surcharge	Fuel Cost	Surcharge	Fuel Cost	Surcharge
4.25		4.50	0.069%	4.75	0.068%
4.26	0.071%	4.51	0.069%	4.76	0.068%
4.27	0.071%	4.52	0.069%	4.77	0.068%
4.28	0.071%	4.53	0.069%	4.78	0.068%
4.29	0.070%	4.54	0.069%	4.79	0.068%
4.30	0.070%	4.55	0.069%	4.80	0.068%
4.31	0.070%	4.56	0.069%	4.81	0.068%
4.32	0.070%	4.57	0.069%	4.82	0.068%
4.33	0.070%	4.58	0.069%	4.83	0.068%
4.34	0.070%	4.59	0.069%	4.84	0.068%
4.35	0.070%	4.60	0.069%	4.85	0.068%
4.36	0.070%	4.61	0.069%	4.86	0.068%
4.37	0.070%	4.62	0.069%	4.87	0.068%
4.38	0.070%	4.63	0.069%	4.88	0.068%
4.39	0.070%	4.64	0.069%	4.89	0.068%
4.40	0.070%	4.65	0.069%	4.90	0.068%
4.41	0.070%	4.66	0.069%	4.91	0.068%
4.42	0.070%	4.67	0.069%	4.92	0.067%
4.43	0.070%	4.68	0.069%	4.93	0.067%
4.44	0.070%	4.69	0.069%	4.94	0.067%
4.45	0.070%	4.70	0.068%	4.95	0.067%
4.46	0.070%	4.71	0.068%	4.96	0.067%
4.47	0.070%	4.72	0.068%	4.97	0.067%
4.48	0.070%	4.73	0.068%	4.98	0.067%
4.49	0.069%	4.74	0.068%	4.99	0.067%
				5.00	0.067%

AMENDMENT TO DISPOSAL AGREEMENT

This Amendment to Disposal Agreement ("Amendment") is entered into this 24 day of March, 2015 to be effective as of March 1, 2015 (the "Effective Date"), by and between **Groveland Transfer & Recycling, Inc.** ("Company"), a Florida corporation with an address at 109 Sampey Road, Groveland, Florida, and **City of Clermont, Florida** ("Customer") a Florida municipality with its principal address at 685 West Montrose Street, Clermont, Florida 34712.

WITNESSETH:

WHEREAS, Company and Customer entered into that certain Disposal Agreement with an effective date of May 1, 2014 (the "Agreement");

WHEREAS, all capitalized terms not defined herein shall have the meanings ascribed to such terms in the Agreement; and

WHEREAS, the parties mutually desires to amend the terms of the Agreement as further described herein.

NOW, THEREFORE, for the promises contained herein and other good and valuable consideration the receipt and sufficiency of which consideration is hereby acknowledged, the parties hereto hereby agree as follows:

1. Disposal/Disposal Fees/ Rebates/ Increases. Section 2 of the Agreement is hereby deleted in its entirety and replaced with the following:

During the term of this Agreement, subject to any limitations imposed by Authorizations and applicable law, regulation or otherwise, Company will accept for disposal Acceptable Waste delivered by Customer or any subcontractor engaged by Customer to the Transfer Station, and Customer shall deliver to the Transfer Station, all Acceptable Waste generated by residents within the jurisdiction of the City of Clermont, including, but not limited to, all single-stream recyclables collected within the City by the City or its subcontractor or agent. Customer shall pay to the Company a disposal rate of \$30.45 per ton for each ton of Acceptable Waste delivered to the Transfer Station; provided, however, Customer shall not be charged for the delivery of any single-stream recyclable materials. Due to market variances in the value of recyclable materials, Customer and Company may negotiate the possibility of a future rebate to be paid to Customer based on the Customer's recyclables and Company shall only be obligated to pay such a rebate in the event of a mutually written agreement. If Company provides disposal services outside of its regular business hours or any additional services, including the disposal of any Special Waste, Company may adjust the disposal fee to compensate Company for the

additional costs in providing such disposal. Contamination by other materials may result in the imposition of additional fees. Contamination will be determined by the Company in its reasonable discretion and to the extent it renders the material not Acceptable Waste, shall be subject to the provisions of Section 6 of this Agreement. The disposal rate set out in this section 2 is net of all applicable taxes, and government fees or charges levied against the Company in respect of the receipt of Acceptable Waste for disposal at the Transfer Station, and Customer will pay all such taxes, fees and charges to Company in addition to the applicable disposal rate. Company shall have the right, in its sole discretion, to increase the disposal rate on each anniversary of this Agreement by the lesser of (i) the Consumer Price Index (All Items) for the Southeast Region as published by the Bureau of Labor Statistics 90 days preceding the rate increase or (ii) two percent (2%). The parties acknowledge and agree that the cost of fuel fluctuates and that Company shall have the right, in its sole discretion, to add a fuel surcharge to any invoice for changes in the cost of diesel fuel. Fuel surcharges will be calculated on a six-month basis and added on the invoice in addition to the initial rate contained herein based on the price of diesel fuel as established by the Energy Information Administration of the Department of Energy for the Lower Atlantic Region. A fuel surcharge shall be implemented for any given six-month period of this Agreement, beginning on May 1 or November 1, when the average price of diesel fuel during the previous six-month period exceeded \$4.25 per gallon in accordance with the fuel surcharge matrix attached hereto as Exhibit A, and such fuel surcharge will be calculated as a percentage of the then-applicable rate. The fuel surcharge will be implemented on a bi-annual basis on May 1 and November 1 based on taking the average price of diesel fuel published during each week of the previous six-month period.”

2. Reaffirmation. The parties hereby reaffirm their agreement with all the terms and provisions of the Agreement as amended by this Amendment.

3. Entire Agreement. The Agreement and the Amendment represent the entire agreement among the parties with respect to the matters that are the subject hereof, and supersedes any and all prior agreements, arrangements, or understandings between the parties or their counsel relating to the subject matter herein. In the event that there are any conflicts between the Agreement and this Amendment, the terms and conditions of this Amendment shall control.

4. Counterparts: Facsimile Signatures. The Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which shall collectively constitute one and the same instrument representing this Amendment between the parties hereto, and it shall not be necessary for the proof of this Amendment that any party produce or account for more than one such counterpart. Facsimile signatures shall be given the same force and effect as original signatures and shall be treated for all purposes and intents as original signatures.

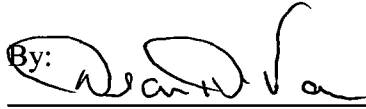
IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first written above.

Company:

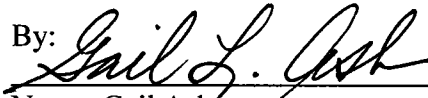
Customer:

Groveland Transfer & Recycling, Inc.

City of Clermont, Florida

By: 

Name: Dean DiValerio
Title: Vice President

By: 

Name: Gail Ash
Title: Mayor

SECOND AMENDMENT TO DISPOSAL AGREEMENT

This Second Amendment to Disposal Agreement, is dated April 1, 2024 (the "**Second Amendment**"), between Groveland Transfer & Recycling, Inc, a Florida corporation, having its principal place of business at 109 Sampey Road, Groveland, Florida 34736 ("Company"), and City of Clermont Florida, a Florida Municipal Corporation, located at 685 West Montrose Street, Clermont, Florida 34712 ("Customer"), and together with Company, the "**Parties**", and each, a "**Party**").

WHEREAS, the Parties have entered into Disposal Agreement, dated May 1, 2014 (as amended by the First Amendment dated March 24, 2015, the "**Existing Agreement**"); and

WHEREAS, the Parties desire to amend the Existing Agreement to extend the Existing Agreement, amend the CPI provisions, set new base rates, and other provisions on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used and not defined in this Second Amendment have the respective meanings assigned to them in the Existing Agreement.

2. Amendments to the Existing Agreement. As of the Effective Date (as defined in Section 3), the Existing Agreement is hereby amended or modified as follows:

(a) Section 2 of the Existing Agreement is hereby amended by deleting it in its entirety and replacing it with:

"During the term of this Agreement, subject to any limitations imposed by Authorizations and applicable law, regulation or otherwise, Company will accept for disposal Acceptable Waste delivered by Customer or any subcontractor engaged by Customer to the Transfer Station, and Customer shall deliver to the Transfer Station, all Acceptable Waste generated by residents within the jurisdiction of the Customer including but not limited to all single-stream recyclables collected within the City of Clermont by Customer or its subcontractors. Customer shall pay to the Company a disposal rate of \$55.00 per ton for each ton of Acceptable Waste delivered to the Transfer Station; and Customer shall pay a rate of \$125.00 per ton for delivery of any single-stream recyclable materials. Due to market conditions, Company will not pay a rebate to Customer for any recyclable materials. Company shall have the right to reject loads of single stream recyclables that contain more than twenty-five percent (25%) rejects/contamination by volume or that contains any amount of Hazardous Waste. Company shall immediately notify the Customer or designee if a load is to be rejected and shall keep the entire load segregated from other materials for inspection. If four (4) hours after notification, Customer has not inspected the load in question, Company shall have the right to dispose of it as Acceptable Waste and Customer charged the existing rate for Acceptable Waste.

If Customer or any of its subcontractors delivers Acceptable Waste directly to the Company's affiliated Heart of Florida Landfill in Lake Panasoffkee, FL, Customer shall pay Company the rate of \$18.50 per ton for direct deliveries.

If Company provides disposal services outside of its regular business hours or any additional services, including the disposal of any Special Waste, Company may adjust the disposal fee to compensate Company for the additional costs in providing such disposal. Contamination by other materials may result in the imposition of additional fees. Contamination will be determined by the Company in its reasonable discretion and to the extent it renders the material not Acceptable Waste, shall be subject to the provisions of Section 6 of this Agreement. The disposal rate set out in this Section 2 is net of all applicable taxes, and government fees or charges levied against the Company in respect of the receipt of Acceptable Waste for disposal at the Transfer Station, and Customer will pay all such taxes, fees and charges to Company in addition to the applicable disposal rate.

Company shall have the right, in its sole discretion, to increase the disposal rates on each anniversary of this Agreement by the Consumer Price Index (All Items) for the Southeast Region as published by the Bureau of Labor Statistics 90 days preceding the rate increase. The parties agree that no adjustment under this Agreement shall ever be less than zero.

(b) Section 4 of the Existing Agreement is hereby deleted in its entirety and substituting in lieu thereof the words:

"Subject to the provisions of Section 15 hereof, this Agreement shall remain in effect from the effective date for a term of five (5) years, expiring March 31, 2029. Upon mutual agreement, the parties may extend this Agreement for up to two (2) additional five (5) year extension terms."

(c) Section 8 of the Existing Agreement is hereby amended by inserting the following new sentence to the end of the existing Section 8:

"The Customer understands and agrees that Company shall be closed for all deliveries made under this Agreement on Thanksgiving Day, Christmas Day and New Year's Day."

3. Date of Effectiveness; Limited Effect. This Amendment will become effective on April 1, 2024 (the "**Effective Date**"). Except as expressly provided in this Amendment, all of the terms and provisions of the Existing Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Existing Agreement or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. On and after the Effective Date, each reference in the Existing Agreement to "this Agreement," "the Agreement," "hereunder," "hereof," "herein," or words of like import will mean and be a reference to the Existing Agreement as amended by this Second Amendment.

4. Representations and Warranties. Each Party hereby represents and warrants to the other Party that:

(a) It has the full right, power, and authority to enter into this Amendment and to perform its obligations hereunder and under the Existing Agreement as amended by this Second Amendment.

(b) The execution of this Amendment by the individual whose signature is set forth at the end of this Amendment on behalf of such Party, and the delivery of this Amendment by such Party, have been duly authorized by all necessary action on the part of such Party.

(c) This Amendment has been executed and delivered by such Party and (assuming due authorization, execution and delivery by the other Party) constitutes the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THE EXISTING AGREEMENT AND IN THIS SECTION 4 OF THIS AMENDMENT, (A) NEITHER PARTY HERETO NOR ANY PERSON ON SUCH PARTY'S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, EITHER ORAL OR WRITTEN, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, AND (B) EACH PARTY HERETO ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE OTHER PARTY, OR ANY OTHER PERSON ON SUCH OTHER PARTY'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION 4.

5. Miscellaneous.

(a) This Amendment is governed by and construed in accordance with, the laws of the State of Florida without regard to the conflict of laws provisions of such State.

(b) This Amendment shall inure to the benefit of and be binding upon each of the Parties and each of their respective permitted successors and permitted assigns.

(c) The headings in this Amendment are for reference only and do not affect the interpretation of this Second Amendment.

(d) This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Amendment electronically shall be effective as delivery of an original executed counterpart of this Second Amendment.

(e) This Amendment constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

(f) Each Party shall pay its own costs and expenses in connection with this Amendment (including the fees and expenses of its advisors, accountants, and legal counsel).

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have executed this Second Amendment on the date first written above.

GROVELAND TRANSFER &
RECYCLING, INC

By _____

Name:

Title:

CITY OF CLERMONT FLORIDA

By _____

Name:

Title:



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, November 12, 2024		
Agenda Item Name		
Term Contract Award <i>Financial Auditing Services</i>		
Requested Action		
Requesting approval to award RFP 25-001 titled Financial Auditing Services and enter into a term contract with Carr, Riggs & Ingram, LLC.		
Staff Report		
The Auditor Selection Committee recommends approval of the above action. The Finance Department contacted the Procurement Services Department to acquire the services of a financial auditing firm. The Procurement Services Department issued a Request for Proposals (RFP) number 25-001 on August 15, 2024, to obtain the services of a qualified company to provide these services. The RFP was advertised, received competitive proposals, and complied with the City of Clermont Procurement Policy and Procedures. Four (4) responses were received. In accordance with FL Statutes 218.391, Auditor Selection Procedures, the responses to the RFP solicitation were evaluated by a three (3) member committee established by the City of Clermont, consisting of one (1) City Council member and two (2) non-city staff appointed by the Clermont City Council. The committee reviewed and scored the proposals individually and ranked the proposals as a collective unit once the scoring results were revealed in a public meeting. Carr, Riggs & Ingram, LLC received the most points, and the evaluation committee chose to rank the proposals in the same order as the scores received. The Procurement Services Director entered into negotiations with the number one-ranked company, Carr, Riggs & Ingram, LLC., and attempted to lower the fees. Unfortunately, the fees could not be lowered to what was submitted in the proposal since the auditing firm had already lowered their standard fees by 18%. In comparing the fees of James Moore & Co., the second-ranked firm, Carr, Riggs Ingram, LLC., is lower overall, and the city is getting a fair deal. Therefore, the award recommendation is being made to the most qualified respondent, Carr, Riggs & Ingram, LLC. The initial term contract is for a five (5) year period with up to three (3) additional one-year renewal periods at the city's option.		
Additional Analysis		
Fiscal Impact Summary		
For Year 1 of the agreement, a budget transfer or amendment will be necessary. The amount will depend on whether a single audit will be required.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$65,000	10513-53200 Audit Fee	\$50,000
\$6,500	10513-53200 Audit Fee	\$10,000
\$7,500	60552-53200 Audit Fee	\$4,000
Exhibits Attached (copies of original agreements)		
1. RFP 25-001 Response Tabulation		RFP 25-001 Response Tabulation.pdf

2.	RFP 25-001 Evaluation Summary	RFP 25-001 Evaluation Summary.pdf
3.	Proposals Fee Comparison	Proposals Fee Comparison.xlsx



RESPONSE TABULATION

RFP 25-001, FINANCIAL AUDITING SERVICES

SOLICITATION DEADLINE: SEPTEMBER 27, 2024 AT 2:00 P.M. (EST)

LIST OF RESPONDENTS	
Carr, Riggs & Ingram, LLC – Winter Park, FL	
James Moore & Co., P.L. – Gainesville, FL	
Marcum LLP – West Palm Beach, FL	
McDermitt Davis, LLC – Orlando, FL	



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

EVALUATION SUMMARY

RFP No. RFP 25-001

Financial Auditing Services

RESPONSE DEADLINE: September 27, 2024 at 2:00 pm

EVALUATORS

Name	Title
Bryan Bain	Citizen Representative
Kelly Cartier	Citizen Representative
Chandra Myers	City Council Member

AGGREGATE SCORES SUMMARY

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Total Score (Max Score 100)	Ranking Order
Carr, Riggs & Ingram, LLC	87.5	85	81	84.5	1
James Moore & Co.	84.5	85	75.5	81.67	2
Marcum LLP	64	89.5	76.5	76.67	3
McDermitt Davis	55	72	73.5	66.83	4

MEETING SUMMARY

The Evaluation Committee met on Monday, October 21, 2024, at 2:30 P.M. to receive the scoring of the proposals. The scoring of the proposals was done individually by each evaluator through OpenGov. At the time of the meeting, the Procurement Services Director provided the score summary to the committee and proceeded to review the scores and provide their comments. The Evaluation Committee agreed on the score summary and opted to rank the proposals in the same order. The Procurement Director will be contacting the number one ranked firm and negotiate a contract.



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

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Introduction Letter 0-10 Points 5 Points (5%)	License and Insurance Pass / Fail 5 Points (5%)	Independence of the City of Clermont 0-10 Points 5 Points (5%)	Company Qualifications and Experience 0-10 Points 15 Points (15%)	Assigned Staff Qualifications and Experience 0-10 Points 20 Points (20%)	Similar Engagements with other Governmental Agencies 0-10 Points 10 Points (10%)	Specific Audit Approach 0-10 Points 15 Points (15%)	Cost of Services 0-10 Points 15 Points (15%)	Business Location 0-5 Points 5 Points (5%)
Carr, Riggs & Ingram, LLC	8.7	100%	8.3	9	8	9	9	8.3	2
James Moore & Co.	8	100%	8	8	8	9	9.7	7.3	2
Marcum LLP	8.7	100%	8.3	7	7.7	9	8	7	2
McDirmitt Davis	6.3	100%	8	6.3	6	6.3	6.7	7.7	2

Vendor	Quality of Submittal 0-10 Points 5 Points (5%)	Total Score (Max Score 100)
Carr, Riggs & Ingram, LLC	9	84.5
James Moore & Co.	8.3	81.67
Marcum LLP	7.7	76.67
McDirmitt Davis	6.7	66.83



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

INDIVIDUAL PROPOSAL SCORES

Carr, Riggs & Ingram, LLC

Introduction Letter | 0-10 Points | 5 Points (5%)

Evaluator 1: 9

200+ governments; two person review (financial statements); Orlando

Evaluator 2: 9

Very professional; experienced. Mentions Certificate of Achievement

Evaluator 3: 8

License and Insurance | Pass / Fail | 5 Points (5%)

Evaluator 1: Pass

all included

Evaluator 2: Pass

Evaluator 3: Pass

Independence of the City of Clermont | 0-10 Points | 5 Points (5%)

Evaluator 1: 7

didn't include how relationships don't constitute conflict of interest

Evaluator 2: 10

I did not see an explanation of why the two current relationships with the city do not provide a conflict.

Evaluator 3: 8

Company Qualifications and Experience | 0-10 Points | 15 Points (15%)

Evaluator 1: 9

2 FT/2 PT/others as needed; 45 people in Orlando; "pass"

Evaluator 2: 10

Evaluator 3: 8

Assigned Staff Qualifications and Experience | 0-10 Points | 20 Points (20%)

Evaluator 1: 8

#4 not well addressed; all licensed w/ single audit experience; specific/detailed CE info included

Evaluator 2: 8

Team includes instructors and textbook author.

Evaluator 3: 8

I appreciate the details that they have provided, feel very confident in the capabilities of their team.

Similar Engagements with other Governmental Agencies | 0-10 Points | 10 Points (10%)

Evaluator 1: 10

well documented

Evaluator 2: 9

Evaluator 3: 8

they have quite a bit of experience with governmental agencies which is huge plus.

Specific Audit Approach | 0-10 Points | 15 Points (15%)

Evaluator 1: 9

576 hours; 28 entities in FL ACFR award recognition

Evaluator 2: 10

Evaluator 3: 8

Cost of Services | 0-10 Points | 15 Points (15%)

	Evaluator 1: 10
well documented	

	Evaluator 2: 6
--	----------------

	Evaluator 3: 9
--	----------------

The cost seems pretty fair

Business Location 0-5 Points 5 Points (5%)
--

	Evaluator 1: 2
--	----------------

Orange County

	Evaluator 2: 2
--	----------------

	Evaluator 3: 2
--	----------------

Quality of Submittal 0-10 Points 5 Points (5%)
--

	Evaluator 1: 9
--	----------------

easy to read and met/exceeded all requirements

	Evaluator 2: 9
--	----------------

	Evaluator 3: 9
--	----------------

The submitted proposal was easy to read, they gave more in depth information than required. The breath of work with governmental agencies is a huge plus. I would select this firm over any other.



City of Clermont
Procurement Services Department
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685 W. Montrose Street, Clermont, FL 34711

James Moore & Co.

Introduction Letter | 0-10 Points | 5 Points (5%)

Evaluator 1: 8

100+ governments; CE credits free to staff; Daytona Beach

Evaluator 2: 8

Mentions the importance of a smooth transition.

Evaluator 3: 8

License and Insurance | Pass / Fail | 5 Points (5%)

Evaluator 1: Pass

Clermont not listed on insurance docs, so could be a 0

Evaluator 2: Pass

Evaluator 3: Pass

Independence of the City of Clermont | 0-10 Points | 5 Points (5%)

Evaluator 1: 6

didn't see any policy info

Evaluator 2: 10

Evaluator 3: 8

Company Qualifications and Experience | 0-10 Points | 15 Points (15%)

Evaluator 1: 8

7 FT; 59 people in Daytona Beach; "pass"

Evaluator 2: 8

Evaluator 3: 8

Assigned Staff Qualifications and Experience | 0-10 Points | 20 Points (20%)

Evaluator 1: 8

#4 not specific, but good general response; all CPAs; specific/detailed CE info included

Evaluator 2: 9

A lot of experience on the team. Team includes presenters at industry conferences. Greatest number of CPE hours attended by this team.

Evaluator 3: 7

Similar Engagements with other Governmental Agencies | 0-10 Points | 10 Points (10%)

Evaluator 1: 10

well documented

Evaluator 2: 10

Evaluator 3: 7

Specific Audit Approach | 0-10 Points | 15 Points (15%)

Evaluator 1: 10

600 hours; specific water and wastewater info included; ask: value to client, value to company, meet regs - if not, move on

Evaluator 2: 10

Evaluator 3: 9

Cost of Services | 0-10 Points | 15 Points (15%)

Evaluator 1: 9

well documented; annual increases a little higher

Evaluator 2: 6

Evaluator 3: 7

They are the most expensive firm when compared to the other applicants.

Business Location | 0-5 Points | 5 Points (5%)

Evaluator 1: 2

Volusia County

Evaluator 2: 2

Evaluator 3: 2

Quality of Submittal | 0-10 Points | 5 Points (5%)

Evaluator 1: 8

mostly easy to read and met/exceeded most requirements

Evaluator 2: 10

Evaluator 3: 7

The proposal they presented was nicely done. However they would be my third choice.



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

Marcum LLP

Introduction Letter | 0-10 Points | 5 Points (5%)

Evaluator 1: 7

50+ governments; CE credits provided to staff; Tampa

Evaluator 2: 10

Very professional. Highlights many benefits.

Evaluator 3: 9

License and Insurance | Pass / Fail | 5 Points (5%)

Evaluator 1: Pass

Clermont not listed on insurance docs; some licensed expired or out of state, and no pictures of actual licenses - updated per Freddy's instructions

Evaluator 2: Pass

Evaluator 3: Pass

Independence of the City of Clermont | 0-10 Points | 5 Points (5%)

Evaluator 1: 6

specific/detailed information was light

Evaluator 2: 10

Evaluator 3: 9

Company Qualifications and Experience | 0-10 Points | 15 Points (15%)

Evaluator 1: 5

no specific numbers for Tampa office (just FL total) or being provided for Clermont work; NYC headquarters; "pass"

Evaluator 2: 8

Evaluator 3: 8

Assigned Staff Qualifications and Experience | 0-10 Points | 20 Points (20%)

Evaluator 1: 6

5+ staff; #4 not addressed at all; specific/detailed CE info included

Evaluator 2: 10

Two team members have more than 20 years experience and develops continuing ed for outside organizations. Team includes member with IT risk management.

Evaluator 3: 7

Similar Engagements with other Governmental Agencies | 0-10 Points | 10 Points (10%)

Evaluator 1: 10

well documented

Evaluator 2: 9

Evaluator 3: 8

Specific Audit Approach | 0-10 Points | 15 Points (15%)

Evaluator 1: 7

450 hours; audit percentage breakdowns

Evaluator 2: 10

Evaluator 3: 7

Cost of Services | 0-10 Points | 15 Points (15%)

Evaluator 1: 5

not well documented and did not follow prescribed format

Evaluator 2: 8

Evaluator 3: 8

The cost they presented seems pretty fair

Business Location | 0-5 Points | 5 Points (5%)

Evaluator 1: 2

Hillsborough County

Evaluator 2: 2

Evaluator 3: 2

Quality of Submittal | 0-10 Points | 5 Points (5%)

Evaluator 1: 6

slightly less easy to read and met a majority of requirements; had appendices instead of including that material in the appropriate sections

Evaluator 2: 9

Evaluator 3: 8

I liked the proposal they submitted it was easy to follow and they were detailed in the information they provided. They have a lot of clients that are governmental agencies. I also liked that they will establish standing calls, this will be very helpful to the City. They would be my second choice.



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

McDirmitt Davis

Introduction Letter | 0-10 Points | 5 Points (5%)

Evaluator 1: 6

15 governments; current auditor; Orlando

Evaluator 2: 6

Evaluator 3: 7

License and Insurance | Pass / Fail | 5 Points (5%)

Evaluator 1: Pass

only company info provided, not specific individuals - updated per Freddy's instructions

Evaluator 2: Pass

Evaluator 3: Pass

Independence of the City of Clermont | 0-10 Points | 5 Points (5%)

Evaluator 1: 6

specific/detailed information was light

Evaluator 2: 10

Evaluator 3: 8

Company Qualifications and Experience | 0-10 Points | 15 Points (15%)

Evaluator 1: 6

29 people, no team specifics for Clermont; "pass"

Evaluator 2: 6

Evaluator 3: 7

Assigned Staff Qualifications and Experience | 0-10 Points | 20 Points (20%)

Evaluator 1: 5

2 FT/ 2 PT (and one only at final review process, so maybe only 3 for the most part); included two CPA candidates (very new??); #4 not specific; CE info included was very general and not specific/actual numbers

Evaluator 2: 6

Team of 4; two CPAs and two CPA candidates. Only one team member with 20 years of experience. The rest have less than 10 years. No mention of any type of teaching/presenting at industry conferences, etc.

Evaluator 3: 7

Similar Engagements with other Governmental Agencies | 0-10 Points | 10 Points (10%)

Evaluator 1: 7

not very in-depth info provided

Evaluator 2: 6

Evaluator 3: 6

Specific Audit Approach | 0-10 Points | 15 Points (15%)

Evaluator 1: 6

336 hours; somewhat of a timeline provided

Evaluator 2: 7

Evaluator 3: 7

Cost of Services | 0-10 Points | 15 Points (15%)

Evaluator 1: 3

not well documented all all and did not follow prescribed format

Evaluator 2: 10

Evaluator 3: 10

Business Location | 0-5 Points | 5 Points (5%)

Evaluator 1: 2

Orange County

Evaluator 2: 2

Evaluator 3: 2

Quality of Submittal | 0-10 Points | 5 Points (5%)

Evaluator 1: 5

not easy to read and seemed to either barely meet requirements or not meet them; had appendices instead of including that material in the appropriate sections; seemed as though minimal information and effort was provided to respond to questions and information requests

Evaluator 2: 9

Evaluator 3: 6

The presentation is lacking details, it was inadequate. The cost is lower, but the others offer a better value for the service.

TOTAL ALL-INCLUSIVE PRICE WITHOUT SINGLE AUDIT - CITY OF CLERMONT

Line Item	Description	Quantity
1	Fiscal Year 2024	1
2	Fiscal Year 2025	1
3	Fiscal Year 2026	1
4	Fiscal Year 2027	1
5	Fiscal Year 2028	1
6	Fiscal Year 2029	1
7	Fiscal Year 2030	1
8	Fiscal Year 2031	1
Total		

TOTAL ALL-INCLUSIVE PRICE WITH SINGLE AUDIT - CITY OF CLERMONT

Line Item	Description	Quantity
9	Fiscal Year 2024	1
10	Fiscal Year 2025	1
11	Fiscal Year 2026	1
12	Fiscal Year 2027	1
13	Fiscal Year 2028	1
14	Fiscal Year 2029	1
15	Fiscal Year 2030	1
16	Fiscal Year 2031	1
Total		

TOTAL ALL-INCLUSIVE AUDIT PRICE - CRA

Line Item	Description	Quantity
9	Fiscal Year 2024	1
10	Fiscal Year 2025	1
11	Fiscal Year 2026	1
12	Fiscal Year 2027	1
13	Fiscal Year 2028	1
14	Fiscal Year 2029	1
15	Fiscal Year 2030	1
16	Fiscal Year 2031	1
Total		

HOURLY RATE FOR ADDITOINAL SERVICES

Line Item	Description	Quantity
17	Partner (if any)	1
18	Manager	1
19	Supervisory Staff / Senior Auditor	1
20	Staff / Clerical	1
21	Other 1	1
22	Other 2	1
23	Other 3	1

MONT	Carr, Riggs & Ingram, LLC	
Unit of Measure	Unit Cost	Total
Lump Sum	\$65,000.00	\$65,000.00
Lump Sum	\$66,500.00	\$66,500.00
Lump Sum	\$68,000.00	\$68,000.00
Lump Sum	\$69,500.00	\$69,500.00
Lump Sum	\$70,000.00	\$70,000.00
Lump Sum	\$71,000.00	\$71,000.00
Lump Sum	\$72,000.00	\$72,000.00
Lump Sum	\$73,000.00	\$73,000.00
		\$555,000.00

NT	Carr, Riggs & Ingram, LLC	
Unit of Measure	Unit Cost	Total
Lump Sum	\$71,500.00	\$71,500.00
Lump Sum	\$73,250.00	\$73,250.00
Lump Sum	\$75,000.00	\$75,000.00
Lump Sum	\$76,750.00	\$76,750.00
Lump Sum	\$77,500.00	\$77,500.00
Lump Sum	\$78,500.00	\$78,500.00
Lump Sum	\$79,500.00	\$79,500.00
Lump Sum	\$80,500.00	\$80,500.00
		\$612,500.00

	Carr, Riggs & Ingram, LLC	
Unit of Measure	Unit Cost	Total
Lump Sum	\$7,500.00	\$7,500.00
Lump Sum	\$7,500.00	\$7,500.00
Lump Sum	\$7,500.00	\$7,500.00
Lump Sum	\$7,500.00	\$7,500.00
Lump Sum	\$7,500.00	\$7,500.00
Lump Sum	\$7,500.00	\$7,500.00
Lump Sum	\$7,500.00	\$7,500.00
Lump Sum	\$7,500.00	\$7,500.00
		\$60,000.00

	Carr, Riggs & Ingram, LLC	
Unit of Measure	Unit Cost	Total
Hour	\$300.00	\$300.00
Hour	\$180.00	\$180.00
Hour	\$120.00	\$120.00
Hour	\$75.00	\$75.00
Hour	\$300.00	\$300.00
Hour	\$300.00	\$300.00
Hour	\$0.00	\$0.00

James Moore & Co.		Marcu
Unit Cost	Total	Unit Cost
\$65,000.00	\$65,000.00	\$58,000.00
\$67,300.00	\$67,300.00	\$61,200.00
\$69,700.00	\$69,700.00	\$63,700.00
\$72,100.00	\$72,100.00	\$66,300.00
\$74,600.00	\$74,600.00	\$69,000.00
\$77,200.00	\$77,200.00	\$71,800.00
\$79,900.00	\$79,900.00	\$74,700.00
\$82,700.00	\$82,700.00	\$77,700.00
	\$588,500.00	

James Moore & Co.		Marcu
Unit Cost	Total	Unit Cost
\$71,000.00	\$71,000.00	\$63,250.00
\$73,500.00	\$73,500.00	\$69,200.00
\$76,100.00	\$76,100.00	\$71,700.00
\$78,800.00	\$78,800.00	\$75,300.00
\$81,600.00	\$81,600.00	\$78,000.00
\$84,500.00	\$84,500.00	\$80,800.00
\$87,500.00	\$87,500.00	\$83,700.00
\$90,600.00	\$90,600.00	\$86,700.00
	\$643,600.00	

James Moore & Co.		Marcu
Unit Cost	Total	Unit Cost
\$7,000.00	\$7,000.00	\$8,500.00
\$7,200.00	\$7,200.00	\$8,500.00
\$7,500.00	\$7,500.00	\$8,500.00
\$7,800.00	\$7,800.00	\$9,500.00
\$8,100.00	\$8,100.00	\$9,500.00
\$8,400.00	\$8,400.00	\$9,500.00
\$8,700.00	\$8,700.00	\$9,500.00
\$9,000.00	\$9,000.00	\$9,500.00
	\$63,700.00	

James Moore & Co.		Marcu
Unit Cost	Total	Unit Cost
\$300.00	\$300.00	\$400.00
\$175.00	\$175.00	\$300.00
\$160.00	\$160.00	\$250.00
\$150.00	\$150.00	\$175.00
\$250.00	\$250.00	\$0.00
\$200.00	\$200.00	\$0.00
\$0.00	\$0.00	\$0.00

McDermitt LLP	McDermitt Davis	
Total	Unit Cost	Total
\$58,000.00	\$46,000.00	\$46,000.00
\$61,200.00	\$46,000.00	\$46,000.00
\$63,700.00	\$46,000.00	\$46,000.00
\$66,300.00	\$48,000.00	\$48,000.00
\$69,000.00	\$48,000.00	\$48,000.00
\$71,800.00	\$48,000.00	\$48,000.00
\$74,700.00	\$50,000.00	\$50,000.00
\$77,700.00	\$50,000.00	\$50,000.00
\$542,400.00		\$382,000.00

McDermitt LLP	McDermitt Davis	
Total	Unit Cost	Total
\$63,250.00	\$5,000.00	\$5,000.00
\$69,200.00	\$5,000.00	\$5,000.00
\$71,700.00	\$5,000.00	\$5,000.00
\$75,300.00	\$5,000.00	\$5,000.00
\$78,000.00	\$5,000.00	\$5,000.00
\$80,800.00	\$5,000.00	\$5,000.00
\$83,700.00	\$5,000.00	\$5,000.00
\$86,700.00	\$5,000.00	\$5,000.00
\$608,650.00		\$40,000.00

McDermitt LLP	McDermitt Davis	
Total	Unit Cost	Total
\$8,500.00	\$5,000.00	\$5,000.00
\$8,500.00	\$5,000.00	\$5,000.00
\$8,500.00	\$5,000.00	\$5,000.00
\$9,500.00	\$5,300.00	\$5,300.00
\$9,500.00	\$5,300.00	\$5,300.00
\$9,500.00	\$5,300.00	\$5,300.00
\$9,500.00	\$5,600.00	\$5,600.00
\$9,500.00	\$5,600.00	\$5,600.00
\$73,000.00		\$42,100.00

McDermitt LLP	McDermitt Davis	
Total	Unit Cost	Total
\$400.00	\$290.00	\$290.00
\$300.00	\$200.00	\$200.00
\$250.00	\$165.00	\$165.00
\$175.00	\$130.00	\$130.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, November 12, 2024		
Agenda Item Name		
Grant Acceptance <i>Fire Dept.</i>		
Requested Action		
Request approval for acceptance of the 2024 Firehouse Subs Public Safety Foundation grant for the purchase of two (2) Hurst Strong Arm Structural Extrication Tools in the amount of \$16,930.00		
Staff Report		
The City of Clermont, on behalf of the Clermont Fire department, has been named a 2024 grant recipient by the Firehouse Subs Public Safety Foundation, receiving two (2) Hurst Strong Arm Structural Extrication tools and accessories valued in the amount of \$16,930. The Hurst Strong Arm is a compact battery operated hydraulic tool for rapid intervention teams to rescue trapped personnel or firefighters during structure fires, search and rescue and vehicle and machine rescue. The tool can also be used for underwater extrication for submerged vehicles and is the only submersion rated tool available. These tools will provide personnel with an advanced, portable, and specialized tool, ensuring the community is better prepared for emergencies.		
Additional Analysis		
Fiscal Impact Summary		
The Firehouse Subs Public Safety Foundation grant is a fully funded grant in the amount of \$16,930.00. The grant covers the cost of the tools and accessories for two (2) tools. The Firehouse Subs Public Safety Foundation will be ordering the equipment and shipping it directly to the Clermont Fire Department. There is no cost to the city for acceptance of this grant award.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Award notification email	Award notification email.pdf	
2. Firehouse Subs grant procurement process email	Firehouse Subs grant procurement process email.pdf	

Rick Casler

From: Jeremiah Plasters
Sent: Tuesday, October 8, 2024 10:48 AM
To: Kevin Hoey; Rick Casler
Cc: Thomas Bennett
Subject: FW: APPROVED: Q4 2024 Firehouse Subs Public Safety Foundation Grant
Attachments: Q4 2024 PSF Social Template FINAL.docx; Q4 2024 PSF Press Release Template FINAL.docx; Foundation Logo-VectorCMYK (1).ai; Foundation Logo-VectorCMYK (1).eps; Foundation Logo.jpg-RGB (1).jpg; Donated by-logo for grants (1).jpg

Great News!!! See below!
I'm stoked!

Respectfully,



Jeremiah W. Plasters
Lieutenant / Paramedic 0504
Clermont Fire Department
Special Operations Team Coordinator
439 West Highway 50 Clermont, FL 34711
Tel 352-394-7662 | Fax 352-241-2904
JPlasters@clermontfl.org
www.ClermontFL.org

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

----- Original message -----

From: Firehouse Subs Public Safety Foundation <foundation@firehousesubs.com>
Date: 10/8/24 10:08 (GMT-05:00)
To: Jeremiah Plasters <JPlasters@clermontfl.org>, Beth Carter <bcarter@clermontfl.org>
Cc: "Kelly, David" <david.kelly@firehousesubs.com>, Dan Golisch <dan.golisch@firehousesubs.com>, Firehouse Subs Public Safety Foundation <foundation@firehousesubs.com>
Subject: APPROVED: Q4 2024 Firehouse Subs Public Safety Foundation Grant

Dear Lt. Plasters & Beth,

We are pleased to announce that the Firehouse Subs Public Safety Foundation Board of Directors has awarded the **City of Clermont, on behalf of City of Clermont Fire Department in Clermont, FL** the requested **Two Hurst Strong Arm Structural Tools & Accessories** valued up to **\$16,930.00**. If your grant award must be approved by a governing body (i.e., your city council or Board of Directors), please add this item to the agenda immediately, and contact us with the meeting date.

PROCUREMENT:

We will contact you no later than Friday, November 15, 2024, to initiate the procurement process. There are two possible methods for procurement, **to be determined by our Foundation:**

- Direct Purchase made by the Foundation
OR
- Memo of Understanding. NOTE: Our Foundation provides funding via ACH transfer only. We are unable to fund a grant award by paper check.

Do not make advanced purchases until you have heard from the Foundation with the next steps. Failure to follow this process will jeopardize your grant award. If you have any fulfillment questions, please email Procurementfoundation@firehousesubs.com.

PUBLIC RELATIONS (PR) NOTES

- PR announcements from your organization regarding the grant award are optional. If you choose to share the good news, please use the attached press release template and/or social media post template and send it back to Foundation@firehousesubs.com for review and approval (allowing for 72 hours turnaround time). *Please do not pitch or post before receiving approval from the Foundation team.*

Use of the Firehouse Subs Public Safety Foundation logo:

- We ask that your organization acknowledges the grant by displaying our Foundation logo on granted items/equipment whenever possible. Our Foundation logo is attached for your convenience. Please note that the final artwork will need to be approved by our Foundation via Foundation@firehousesubs.com before being displayed.

Did you know?

More than 70% of the funds raised for the Firehouse Subs Public Safety Foundation come from the generosity of Firehouse Subs guests and the restaurant brand. And to show appreciation for all you do, Firehouse Subs is offering a BOGO sub to eligible first responders who visit participating restaurants throughout the month! Check Firehousesubs.com/offer-terms for all the information!

We are very excited to assist your organization and ultimately improve the lifesaving capabilities of your community.

Firehouse Subs Public Safety Foundation

12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258

foundation@firehousesubs.com

FirehouseSubsFoundation.org

[Twitter](#) [Facebook](#)

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Rick Casler

From: Jeremiah Plasters
Sent: Tuesday, October 15, 2024 4:33 PM
To: Kevin Hoey; Rick Casler
Cc: Beth Carter
Subject: FW: Equipment Ordered & Important Next Step- City of Clermont, on behalf of City of Clermont Fire Department

Chiefs,
FYA please see below. Can you please forward to Finance / Procurement for their Awareness as well and please advise if we need any other action?

Respectfully,



----- Original message -----

From: Foundation Procurement <procurementfoundation@firehousesubs.com>
Date: 10/15/24 15:13 (GMT-05:00)
To: Jeremiah Plasters <JPlasters@clermontfl.org>, Beth Carter <bcarter@clermontfl.org>
Cc: Foundation Procurement <procurementfoundation@firehousesubs.com>
Subject: Equipment Ordered & Important Next Step- City of Clermont, on behalf of City of Clermont Fire Department

Lt. Plasters & Beth,
This is just a note to inform you that the equipment awarded to your department by the Firehouse Subs Public Safety Foundation has been ordered and will be shipped to you directly.
Once the equipment is received, please email the signed and dated packing slip to me at procurementfoundation@firehousesubs.com so that we can pay the vendor.
Thank you for your service and if you have any questions, please let us know.

Anna McCauley, Grants Program Coordinator
Firehouse Subs Public Safety Foundation
12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258
procurementfoundation@firehousesubs.com

FirehouseSubsFoundation.org

[Twitter](#) [Facebook](#)

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From: Firehouse Subs Public Safety Foundation <foundation@firehousesubs.com>

Sent: Tuesday, October 8, 2024 10:07 AM

To: JPlasters@clermontfl.org; BCarter@clermontfl.org

Cc: Kelly, David <david.kelly@firehousesubs.com>; Dan Golisch <dan.golisch@firehousesubs.com>; Firehouse Subs Public Safety Foundation <foundation@firehousesubs.com>

Subject: APPROVED: Q4 2024 Firehouse Subs Public Safety Foundation Grant

Dear Lt. Plasters & Beth,

We are pleased to announce that the Firehouse Subs Public Safety Foundation Board of Directors has awarded the **City of Clermont, on behalf of City of Clermont Fire Department in Clermont, FL** the requested **Two Hurst Strong Arm Structural Tools & Accessories** valued up to **\$16,930.00**. If your grant award must be approved by a governing body (i.e., your city council or Board of Directors), please add this item to the agenda immediately, and contact us with the meeting date.

PROCUREMENT:

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OR
- Memo of Understanding. NOTE: Our Foundation provides funding via ACH transfer only. We are unable to fund a grant award by paper check.

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We are very excited to assist your organization and ultimately improve the lifesaving capabilities of your community.

Firehouse Subs Public Safety Foundation

12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258

foundation@firehousesubs.com

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CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, November 12, 2024		
Agenda Item Name		
Piggyback Purchase Approval <i>Fire Command, Training, and Rehabilitation Trailer</i>		
Requested Action		
Requesting approval to purchase from the Florida Sheriff's Association contract number FSA23-EQU21.0 with Texas Trailers to purchase a Heavy Duty Cargo Trailer for the budgeted amount of \$54,344.		
Staff Report		
The Procurement Services Department and the Fire Department recommend approval of the above action. This trailer will replace the Enclosed Command Training and Rehab Trailer with an onboard generator and climate control. The current Command Trailer is at the end of its life. There are multiple water leaks, a failing subfloor, and inadequate size to meet the demands of command/control, scene and training operations, and crew rehab. Clermont has had the trailer for over 10 years, and it was purchased as a surplus vehicle from another agency. The current trailer is 18 years old. The Procurement Services Department sought a contract from the Florida Sheriff's Association to purchase a Heavy Duty Cargo Trailer. The Procurement Services Department issued a Request for Interest (RFI) number 25-025 to notify local vendors of the City's intent to purchase from another governmental entity contract. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Procurement Services Department received no interest. Based on this, staff recommends that the City Council approve the purchase 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. The use of piggyback contracts is allowed under the Procurement Policy, Section E.9, and is a procurement best practice that takes advantage of competitive pricing on a contract formerly bid by another government agency. The Procurement Services Department has determined that using piggyback contracts is advantageous and in the City's best interest to reduce administrative time and expense while providing favorable pricing. Approval of this contract does not commit the City to purchases or require that the contract be utilized. Each Department budgets purchases associated with piggyback contracts. The estimated annual value does not represent the budgeted amount by a department.		
Additional Analysis		
Fiscal Impact Summary		
The Heavy Duty Cargo Trailer purchase is included in the current year's approved budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$54,344	12522-66401 Capital Equipment	\$54,344
Exhibits Attached (copies of original agreements)		
1. RFI 25-025	RFI 25-025.pdf	
2. Clermont 24ft Fire Training Trailer Quote Black) (REV 10.18.24)	Clermont 24ft Fire Training Trailer Quote Black) (REV 10.18.24).pdf	



REQUEST FOR INFORMATION

RFI 25-025

INTENT TO UTILIZE THE FLORIDA SHERIFFS ASSOCIATION CONTRACT TO PURCHASE CARGO TRAILER

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

RELEASE DATE: October 22, 2024

DEADLINE FOR QUESTIONS: October 30, 2024

RESPONSE DEADLINE: October 30, 2024, 2:00 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 Cargo Trailer

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

Attachments:

E - OpenGov Vendor Registration

1. Introduction

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

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

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

1.1. Summary

Intent to Utilize the Florida Sheriffs Association Contract to Purchase Cargo Trailer

1.2. Contact Information

Ramsey Jimenez

Senior Procurement Agent

685 W Montrose St

Clermont, FL 34711

Email: rjimenez@clermontfl.org

Phone: [\(352\) 241-7353](tel:(352)241-7353)

Department:

Fire

1.3. Timeline

Solicitation Release Date	October 22, 2024
Question Deadline	October 30, 2024, 12:00pm
Response Deadline	October 30, 2024, 2:00pm

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: Texas Trailers
- B. Contract Number and Title: FSA23-EQU21.0: Equipment Item #460
- C. Length of Contract: through September 30, 2025
- D. Product or Service Provided: 8.5' x 24' V-Nose Enclosed, Ramp Door, Dove Tail, 9,990 GVWR
- E. Estimated Annual Expenditure: \$54,344

If you're a local vendor, please contact the Procurement Services Director by email prior to Wednesday, October 30, 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.



5601 NW 13th Street
Gainesville, FL 32653
Office 352-378-4756

Estimate

Date	Estimate #
10/17/2024	9545

Name / Address
Clermont Fire Department Micah Warren

Item	Description	Qty	Amount	Total
Cargo Mate Central	Florida Sheriff's Equipment Contract FSA23-EQU21.0 Item # 460 Model BL716TA2 7x16 Heavy Duty Cargo Trailer Delivered To The Central District	1	9,820.00	9,820.00
NS8524TA3	8.5' x 24' V-Nose Enclosed, Ramp Door, Dove Tail, 9,990 GVWR Delete V-Nose Delete Dove Tail	1	2,828.00	2,828.00
CMEX99-CC	Cast Front Corners	1	944.00	944.00
CMF2256	Additional Height 12"	24	48.00	1,152.00
CMF132	60" Extended Triple Tube Tongue	1	274.00	274.00
CMT1014	ST235/85R16/D Spare Tire w/ 8 Bolt Silver Wheel	1	433.00	433.00
CMT1146	Spare Tire Carrier w/ Cover (Tongue Mt)	1	218.00	218.00
CMJ1023	Deluxe Scissor Jacks w/ Hand Crank (5,000 lb Capacity) Rear	1	433.00	433.00
CMIC286	Insulated Ceiling w/ 3/16" Alum Liner *** BLACK***	24	93.00	2,232.00
CMIW2285	R7-1" Wall Insulation (Insulate All The Way To Ceiling)	24	57.00	1,368.00
CMIW283	.030 Alum Wall Liner (Other Colors Avail) ***Silver Frost***	24	93.00	2,232.00
CMIF2329	Alpha Rubber Floor (Tuff Ply) – Smooth Pattern	24	57.00	1,368.00
CMIF2329	Alpha Rubber Floor (Tuff Ply) –Haircell Pattern (Ramp)	7	57.00	399.00
CMC739	Additional Length - OH Cabinets - Front Wall	6	183.00	1,098.00
CMC740	Additional Length - Base Cabinets - Front Wall	6	230.00	1,380.00
CMC2001	8' Base and Overhead Combination - Road Side Wall Starting At Front ***BLACK***Silver Top***	1	2,661.00	2,661.00
CMC739	Additional Length - OH Cabinets - Road Side (Makes Road Side Cabinets 10' Long)	2	183.00	366.00
CMC740	Additional Length - Base Cabinets - Road Side (Makes Road Side Cabinets 10' Long) ***BLACK***Silver Top***	2	230.00	460.00
CMC99-Bench	Padded Bench With Storage and Padded Back Rest(Per 8' Section) - Install 14' Total Curb Starting 24" Side Behind Side Door***BLACK***	2	480.00	960.00
		Subtotal		
		Sales Tax (0.0%)		
		Total		



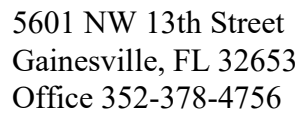
5601 NW 13th Street
Gainesville, FL 32653
Office 352-378-4756

Estimate

Date	Estimate #
10/17/2024	9545

Name / Address
Clermont Fire Department Micah Warren

Item	Description	Qty	Amount	Total
CMT233	Recess Wall-Mt E-Track (Installed; Steel Frames Only) Two 5' Rows At Rear On Road Side at 24" and 60" AFF	10	24.00	240.00
CMT233	Recess Wall-Mt E-Track (Installed; Steel Frames Only) Two 5' Rows At Rear On Curb Side at 24" and 60" AFF	10	24.00	240.00
CMAW99-20	20' Awning - Black Fade to White (Electric Only) Curb Side	1	1,570.00	1,570.00
CME6338	12 Volt LED/110Volt Pkg With 30 Amp Power Center - Includes - (4) 40" LED Strip Lights - (1) Wall Switch - (2) Interior Wall Recepts - (1) Exterior GFI Wall Recep. - 30- Amp Motor Base Plug	1	1,360.00	1,360.00
CME17	Upq to 50 amp panel w/Built in 12 Volt Conveter	1	411.00	411.00
CME12V99KAPP...	40" LED Strip Light (Ceiling)	4	175.00	700.00
CME12V99KAPP...	40" LED Strip Light (Under OH Cabinets)	2	175.00	350.00
CME12V28	12-Volt Interior Wall Switch	1	24.00	24.00
	***Install Two Recepts In Package Over Base Cabinet At Front			
CME49	110-Volt Interior Wall Recept (2 Gang) Two Each Side Evenly Spaced	4	93.00	372.00
CME49	110-Volt Interior Wall Recept (2 Gang) Install Over Work Bench On Road Side Evenly Spaced	2	93.00	186.00
CME12V99-LED...	6 Row 22" Exterior LED Light (Curb Side)	2	411.00	822.00
CME12V99-LED...	6 Row 22" Exterior LED Light (Road Side)	2	411.00	822.00
CME12V10020-1	LED Loading Lights	1	161.00	161.00
CME12V53	12-Volt Battery w/ Box (Int or Ext Mounted)	1	354.00	354.00
CMCL1635	15,000 BTU Roof-Mt Air Cond w/ Heat Strip	2	2,818.00	5,636.00
CMG10500	10,500 Watt Honda Powered Tongue Mount Electric Start Generator With ATP Enclosure and Wiring- Needs 240V at Generator Control Panel)	1	7,290.00	7,290.00
Dealer	Per. Section 3.14 of FSA Contract - The Following Dealer Installed Custom Options Will Be Added By The Dealer To Increase Safety and Productivity Of The End User.		0.00	0.00
Custom	Custom Option - Two Tone - Black Top 24" - Bottom Rest Of Trailer Red.*** Same On Front Wall and Rear Door Exterior***	1	430.00	430.00
		Subtotal		
		Sales Tax (0.0%)		
		Total		



Date	Estimate #
10/17/2024	9545

Name / Address
Clermont Fire Department Micah Warren

Page 3

Page 91



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, November 12, 2024		
Agenda Item Name		
Piggyback Purchase Approval <i>Fire Vehicles</i>		
Requested Action		
Requesting approval to purchase from the Bradford County Sheriff's contract number BCSO 22-27-1.0 with Dana Safety Supply, Inc. and Duval Ford to purchase One (1) 2025 Ford Interceptor Two (2) 2024 Ford F150s, and One (1) 2024 Ford Expedition and equipment for all vehicles for the total budgeted amount of \$281,095.06.		
Staff Report		
The Procurement Services Department and the Fire Department recommend approval of the above action. The fire department has four staff and inspection vehicles for replacement due to mileage and age and outline as follows: EMS 101 is end of life due to mileage (140,000 miles) and age at time of replacement. Current explorer to be removed from the fleet upon arrival of the replacement vehicle. Replacement Assistant Chief of Operations Vehicle (2016 Ford Expedition, 78,000 miles) Current vehicle is nearing the end of its serviceable life and has recurring maintenance issues. An Expedition is needed for an emergency response vehicle capable of towing trailers, equipment and/or marine unit. Replacement of Two Prevention Vehicles (2013 Ford F-150s, 90,000+ miles)The current F-150's are at the end of life. The replacement vehicles are off-road capable and able to navigate construction sites and unimproved areas. The Procurement Services Department sought a contract from the Bradford County Sheriff's to purchase a One (1) 2025 Ford Interceptor, Two (2) 2024 Ford F150s, and One (1) 2024 Ford Expedition and equipment for all vehicles. The Procurement Services Department issued a Request for Interest (RFI) number 25-032 to notify local vendors of the City's intent to purchase from another governmental entity contract. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Procurement Services Department received no interest. Based on this, staff recommends that the City Council approve the purchase of the Bradford County Sheriff's contract. The Bradford County Sheriff's contract was obtained through a fully competitive solicitation and complies with the City of Clermont Procurement Policy. The use of piggyback contracts is allowed under the Procurement Policy, Section E.9, and is a procurement best practice that takes advantage of competitive pricing on a contract formerly bid by another government agency. The Procurement Services Department has determined that using piggyback contracts is advantageous and in the City's best interest to reduce administrative time and expense while providing favorable pricing. Approval of this contract does not commit the City to purchases or require that the contract be utilized. Each Department budgets purchases associated with piggyback contracts. The estimated annual value does not represent the budgeted amount by a department.		
Additional Analysis		
Fiscal Impact Summary		
The purchase of the vehicles is included in the current year's approved budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$281,095.06	12522-66400 Capital Vehicles	\$320,000
Exhibits Attached (copies of original agreements)		

1.	Expedition FD	Expedition FD.pdf
2.	INTERCEPTOR FD	INTERCEPTOR FD.pdf
3.	F150 FD	F150 FD.pdf
4.	RFI 25-032	RFI 25-032.pdf



CITY OF CLERMONT FIRE DEPT

Prepared for:

CITY OF CLERMONT FIRE DEPT

Contact

email

phone

Contract Holder

7/25/24

Duval Ford

JEFFREY EASON

904-219-1475

jeff.eason@duvalmotor.com

405 Lane Ave N

Jacksonville, FL 32254

Pricing through Bradford County Sheriff's Contract BCSO 22-27-1.0. Please note any items in red as they may require additional customer information or clarification. When submitting purchase order, please note billing address, delivery address, and any titling instructions. Thank you!

Code		Equipment	OEM Price Level:	BCSO Contract Price
Labor Hours. \$90/ Hr	Parts Quantity	2024 U1G	2024 FORD EXPEDITION XL 4X4	\$ 55,353.00 \$ 49,687.32
		OEM freight	Factory Destination	\$ 1,995.00 \$ 2,027.92
		DRAFT	2025 DRAFT PRICING INCREASE (2024 ORDER BANK CLOSED)	\$ 1,500.00 \$ 1,500.00
		102A	SSV PREFERRED EQUIPMENT GROUP	\$ (1,956.00) \$ (1,988.27)
		UM	AGATE BLACK EXTERIOR	\$ - \$ -
		LH	XL BLACK CLOTH 2ND ROW VINYL INTERIOR	\$ - \$ -
				\$ - \$ -
				\$ - \$ -
				\$ - \$ -
				\$ - \$ -
				\$ - \$ -
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				\$ - \$ -
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				\$ - \$ -
				\$ - \$ -
				\$ - \$ -
				\$ - \$ -
				\$ - \$ -
0	0	Discount	Government Concession reflected in Base Vehicle Price	
		Ceiling Markup	Primary Awardee Ceiling Markup	1.65%
		Discount	Discount off Invoice reflected in Base Vehicle Price	\$ (2,279.00)
		Ceiling Percentage Markup: Accessories		29%
		EVP	EQUIPMENT AND INSTALL PER DSS QUOTE #550946	\$ 9,635.00 \$ 12,429.15
		Final Delivery		
		Labor	Total Labor Hours for installation of parts	\$ - \$ -
		Freight	Freight on Parts	\$ - \$ -
		DELIVERY	DROP SHIP TO DSS ORLANDO FOR EQUIPMENT AND INSTALL	\$ 2.00 \$ -
		Tag	New FL City Tag, processing and handling by dealer	\$ 173.00 \$ 173.00
	NOTE			
UNIT COST				\$ 63,829.12
TOTAL QUANTITY		1	TOTAL PURCHASE	\$ 63,829.12

CNGP530

VEHICLE ORDER CONFIRMATION

10/15/24 13:25:43

==>

Dealer: F24081

2024 EXPEDITION

Page: 1 of 1

Order No: 9999 Priority: M1 Ord FIN: QK599 Order Type: 5B Price Level: 435

Ord Code: 102A Cust/Flt Name: CLERMONT

PO Number:

RETAIL DLR INV

RETAIL DLR INV

U1G 4X4 XL \$57660 \$55353.00

DEST AND DELIV \$1995 \$1995.00

UM AGATE BLACK

TOTAL BASE AND OPTIONS 57575 53875.00

L XL CLOTH BUCKET

TOTAL 57575 53875.00

H BLACK ONYX

THIS IS NOT AN INVOICE

102A EQUIP GRP (2080) (1956.00)

.ELSD AXLE

.SKID PLATES

998 .3.5L ECO V6 ENG NC NC

44U .10SPD AUTO NC NC

TDR P265/70R17 OWL NC NC

X3L .3.73 REG AXLE NC NC

2ND ROW VINYL

17" STEEL WHEEL

SP FLT ACCT CR (1529.00)

FUEL CHARGE 12.00

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QD04863

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	550946
Customer No.	DUVALF

Bill To

DUVAL FORD
405 Lane Ave N
Jacksonville, FL 32254

Ship To

(For Pickup - ORLAN)
ORLANDO WAREHOUSE
4832 N Orange Blossom Trl
Orlando, FL 32810

Contact: RICHARD TACKETT
Telephone: 904-388-2144

E-mail: RICHARD.TACKETT@DUVALFORD.COM

Contact:
Telephone: 407-880-2769

E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
10/04/24	GROUND FREIGHT NON		QUOTED FREIGHT		2/10 NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Patrick Hope		Patrick Hope - Orlando			26-80154997700	
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	N	INFO Expedition - Black - Clermont Fire Warehouse: ORLAN		0.0000	0.00
1	1	N	EVP EMERGENCY VEHICLE PACKAGE Warehouse: ORLAN		9,635.0000	9,635.00
1	1	N	ENNLB019J7-3KN Delivery Info: 679647 SOI, NFNXT LBAR, 54", RW/RW, RW/RA/RW, HK28 Warehouse: ORLAN 54"/137cm 9-32 VOLT NFORCE NXT SAE LED LIGHTBAR W/ 15' LIN DSC TECHNOLOGY /D24/D12/D12/D12/D12/D12/D12/D12/D24\ /R_W/ R_W R_W R_W R_W R_W R_W R_W \R_W\ D06 --GRT-- GRT--- GRT --GRT--- O-GRT-- D06 R_W --CLR-- GRT--- CLR --CLR--- O-CLR-- R_W /D24/ D12/D12/D12/D12/D12/D12/D12/D12/ D24/ \R_W\R_A\R_A R_A R_A R_A R_A R_A R_A/R_W/ Domes - Polycarb [D12 6 12 P] Certs - SAE R R Accessories - PNFLBSPLT1, AUTO-DIM Mount - Standard Fixed Height Mount (PNFLBK08) Hook - PNFLBF28 Vehicle - 2023 Ford Expedition w/o Roof Rack		0.0000	0.00

Print Date	10/04/24
Print Time	01:08:58 PM
Page No.	1

Printed By: Patrick Hope

Continued on Next Page

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	550946
Customer No.	DUVALF

Bill To

DUVAL FORD
405 Lane Ave N
Jacksonville, FL 32254

Ship To

(For Pickup - ORLAN)
ORLANDO WAREHOUSE
4832 N Orange Blossom Trl
Orlando, FL 32810

Contact: RICHARD TACKETT
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Contact:
Telephone: 407-880-2769

E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
10/04/24	GROUND FREIGHT NON		QUOTED FREIGHT		2/10 NET30	
Entered By			Salesperson	Ordered By	Resale Number	
Patrick Hope			Patrick Hope - Orlando		26-80154997700	
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	Y	ETSKLF101 Delivery Info: 679647 SOI LOW FREQUENCY AFTERSHOCK SIREN W/1 SPEAKERS Warehouse: ORLAN LF Aftershock Siren System, includes: 100 Watt Speaker, 200 Watt Amplifier and Universal Bracket		0.0000	0.00
1	1	Y	7170-0567-01 Delivery Info: 679646 GJ KIT- WIDEBODY CONSOLE CUPHOLDER POCKET ARMR Warehouse: ORLAN ***** INCLUDES THE FOLLOWING EQUIPMENT BRACKETS AND WHATEVER FILLER PLATES NECESSARY TO COMPLETE THE INSTALLATION --- 1) 1) 1) *****		0.0000	0.00
1	1	Y	MISC Radio FP TBD Warehouse: ORLAN		0.0000	0.00
1	1	Y	7160-0339 Delivery Info: 679646 GJ FULL FACEPLATE 481RSP Warehouse: ORLAN Fits Wheelen Cencom and Soundoff 380 Remote Head		0.0000	0.00

Print Date	10/04/24
Print Time	01:08:58 PM
Page No.	2

Printed By: Patrick Hope

Continued on Next Page

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	550946
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405 Lane Ave N
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Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
10/04/24	GROUND FREIGHT NON			QUOTED FREIGHT		2/10 NET30	
Entered By			Salesperson		Ordered By		Resale Number
Patrick Hope			Patrick Hope - Orlando				26-80154997700
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	Y	ETSA481RSP Delivery Info: 679647 SOI, 400 SERIES REMOTE SIREN, 100WATT Warehouse: ORLAN			0.0000	0.00
1	1	N	C3900U Delivery Info: ORLAN CODE3 100W SPEAKER W UNIV BRKT Warehouse: ORLAN			0.0000	0.00
2	2	Y	CD3802RW Delivery Info: 679645 CODE3 DIRECTIONAL MEGA-THIN DUAL COLOR SURFACE MOUNT 1 Warehouse: ORLAN			0.0000	0.00
6	6	Y	Under rear hatch EMPS2STS4D Delivery Info: ORLAN10/DEI SOI, MPWR FASCIA, 4", STM, BLK HSG, RED/WHT Warehouse: ORLAN mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 12 LED, Dual Color - Red/White			0.0000	0.00
2	2	Y	2x Mounted in grille 2x rear side glass 2x next to license plate PMP2WSSSB Delivery Info: 679647 SOI 4" MPOWER SINGLE WINDOW SHROUD-BLACK Warehouse: ORLAN			0.0000	0.00

Print Date	10/04/24
Print Time	01:08:58 PM
Page No.	3

Printed By: Patrick Hope

Continued on Next Page

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	550946
Customer No.	DUVALF

Bill To

DUVAL FORD
405 Lane Ave N
Jacksonville, FL 32254

Ship To

(For Pickup - ORLAN)
ORLANDO WAREHOUSE
4832 N Orange Blossom Trl
Orlando, FL 32810

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E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
10/04/24	GROUND FREIGHT NON		QUOTED FREIGHT		2/10 NET30	
Entered By		Salesperson		Ordered By		Resale Number
Patrick Hope		Patrick Hope - Orlando				26-80154997700
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
2	2	Y	EMPS2QMS4D Delivery Info: DELAN SOI, MPWR FASCIA, 4", QM, BLK HSG, RED/WHT Warehouse: ORLAN Mounted under sideview mirrors		0.0000	0.00
2	2	Y	PMP2WDG15B Delivery Info: ORLAN SOI MPOWER 4" 15 DEGREE WEDGE BLACK Warehouse: ORLAN		0.0000	0.00
1	1	N	ETHFSS-SP-ISO Delivery Info: 679647 SOI SOLID STATE ISOLATED HEADLIGHT FLASHER Warehouse: ORLAN NOTE --- NO FLASHER AVAILABLE FOR THE HIGH INTENSITY GAS DISCHARGE HEADKIGHTS. POSITIVE SIDE SWITCHING ONLY *****		0.0000	0.00
1	1	N	ETFBSSN-P Delivery Info: 679647 SOI 100% SOLID STATE TAILLIGHT FLASHER (12-WIRE) Warehouse: ORLAN		0.0000	0.00

Print Date	10/04/24
Print Time	01:08:58 PM
Page No.	4

Printed By: Patrick Hope

Continued on Next Page

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	550946
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 405 Lane Ave N
 Jacksonville, FL 32254

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(For Pickup - ORLAN)
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E-mail:

Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
10/04/24	GROUND FREIGHT NON			QUOTED FREIGHT		2/10 NET30	
Entered By			Salesperson		Ordered By		Resale Number
Patrick Hope			Patrick Hope - Orlando				26-80154997700
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: ORLAN - Slide 1 will be a slow alternating pattern flashing red to the sides and the rear of the vehicle. - Slide 2 will be a slow alternating pattern flashing red to the front, sides, and the rear of the vehicle. - Slide 3 will be Code-3 with fast flashing of red and white to the front, sides; red/amber to the rear of the vehicle. - When the Scene Light button is pushed, all white LEDs facing the front of the vehicle will steady-burn white.			0.0000	0.00
1	1	N	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: ORLAN LOOM, WIRE, HARDWARE, CONNECTORS, ETC *****			0.0000	0.00
1	1	N	TINT Vehicle Window Tint Per Customers Specs Warehouse: ORLAN Tint all windows legal - includes windshield strip			0.0000	0.00

Print Date	10/04/24
Print Time	01:08:58 PM
Page No.	5

Printed By: Patrick Hope

Continued on Next Page

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	550946
Customer No.	DUVALF

Bill To

DUVAL FORD
 405 Lane Ave N
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(For Pickup - ORLAN)
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Contact: RICHARD TACKETT
Telephone: 904-388-2144

E-mail: RICHARD.TACKETT@DUVALFORD.COM

Contact:
Telephone: 407-880-2769

E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
10/04/24	GROUND FREIGHT NON		QUOTED FREIGHT		2/10 NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Patrick Hope		Patrick Hope - Orlando			26-80154997700	
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
			Approved By: _____ ☐ Approve All Items & Quantities Quote Good for 30 Days			

Print Date	10/04/24
Print Time	01:08:58 PM
Page No.	1

Printed By: Patrick Hope

Subtotal	9,635.00
Freight	0.00
Order Total	9,635.00



CITY OF CLERMONT FIRE DEPT

Prepared for:

CITY OF CLERMONT FIRE DEPT

Contact

email

phone

Contract Holder

7/25/24

Duval Ford

JEFFREY EASON

904-219-1475

jeff.eason@duvalmotor.com

405 Lane Ave N

Jacksonville, FL 32254

Pricing through Bradford County Sheriff's Contract BCSO 22-27-1.0. Please note any items in red as they may require additional customer information or clarification. When submitting purchase order, please note billing address, delivery address, and any titling instructions. Thank you!

Code		Equipment	OEM Price Level:	BCSO Contract Price	Section One: VEHICLE	
Labor Hours. \$90/Hr	Parts Quantity	2025 K8A	2025 K8A FORD POLICE INTERCEPTOR AWD	\$ 48,029.00		\$ 45,012.48
		OEM freight	Factory Destination	\$ 1,595.00		\$ 1,621.32
		51R	DRIVER SIDE LED SPOT LIGHT	\$ 376.00		\$ 382.20
		55F	REMOTE KEYLESS ENTRY WITH 4 FOBS	\$ -		\$ -
		99B	3.3L V6 TI-VCT ENGINE (NON-HYBRID)	\$ (2,191.00)		\$ (2,227.15)
		UM	AGATE BLACK EXTERIOR	\$ -		\$ -
		9W	ONYX CLOTH INTERIOR VINYL REAR	\$ -		\$ -
				\$ -		\$ -
				\$ -		\$ -
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		\$ -	\$ -			
0		Discount	Government Concession reflected in Base Vehicle Price			
		Ceiling Markup	Primary Awardee Ceiling Markup	1.65%		
		Discount	Discount off Invoice reflected in Base Vehicle Price	\$ (1,809.00)		
		Ceiling Percentage Markup: Accessories		29%		
		EVP	DSS EVP EQUIPMENT AND INSTALLATION PER QUOTE #550948	\$ 9,635.00	\$ 12,429.15	
		Final Delivery				
		Labor	Total Labor Hours for installation of parts	\$ -	\$ -	
		Freight	Freight on Parts	\$ -	\$ -	
		0	DELIVERY	DROP SHIP TO DSS ORLANDO FOR EQUIPMENT AND INSTALL	\$ 2.00	\$ -
	Tag	New FL City Tag, processing and handling by dealer	\$ 173.00	\$ 173.00		
	NOTE	2025 ORDER BANK OPEN NOW			Section 4: FINAL DELIVERY	
UNIT COST						
TOTAL QUANTITY 1				TOTAL PURCHASE \$ 57,391.00		

CNGP530

VEHICLE ORDER CONFIRMATION

10/15/24 14:04:56

==>

Dealer: F24081

2025 EXPLORER 4-D00R

Page: 1 of 1

Order No: 9999 Priority: L4 Ord FIN: QK599 Order Type: 5B Price Level: 515

Ord Code: 500A Cust/Flt Name: CLERMONT PO Number:

RETAIL DLR INV

RETAIL DLR INV

K8A 4DR AWD POLICE \$49515 \$48029.00 TOTAL BASE AND OPTIONS\$49180 \$46512.00

.119" WHEELBASE

TOTAL

49180 46512.00

UM AGATE BLACK

THIS IS NOT AN INVOICE

9 CLTH BKTS/VNL R

W ONYX INTERIOR

500A EQUIP GRP

.FM STEREO

99B 3.3L V6 TI-VCT (2330) (2191.00)

44U 10SPD AUTO TRAN NC NC

JOB #2 ORDER

425 50 STATE EMISS NC NC

51R DRV LED SPT LMP 400 376.00

SP FLT ACCT CR (1309.00)

FUEL CHARGE 12.00

DEST AND DELIV 1595 1595.00

F1=Help F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QD04863

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	550948
Customer No.	DUVALF

Bill To

DUVAL FORD
405 Lane Ave N
Jacksonville, FL 32254

Ship To

(For Pickup - ORLAN)
ORLANDO WAREHOUSE
4832 N Orange Blossom Trl
Orlando, FL 32810

Contact: RICHARD TACKETT
Telephone: 904-388-2144

E-mail: RICHARD.TACKETT@DUVALFORD.COM

Contact:
Telephone: 407-880-2769

E-mail:

Quote Date	Ship Via		F.O.B.		Customer PO Number	Payment Method	
10/04/24	GROUND FREIGHT NON		PPAY & ADD TO INVOICE			2/10 NET30	
Entered By			Salesperson		Ordered By		Resale Number
Patrick Hope			Patrick Hope - Orlando				26-80154997700
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	N	INFO Police Explorer - Black - Clermont Fire Warehouse: ORLAN			0.0000	0.00
1	1	N	EVP EMERGENCY VEHICLE PACKAGE Warehouse: ORLAN			9,635.0000	9,635.00
1	1	N	ENNLB019J7-3KN SOI, NFNXT LBAR, 54", RW/RW, RW/RA/RW, HK28 Warehouse: ORLAN 54"/137cm 9-32 VOLT NFORCE NXT SAE LED LIGHTBAR W/ 15' LIN DSC TECHNOLOGY /D24/D12D12D12D12D12D12D12D24\ /R_W/ R_W R_W R_W R_W R_W R_W R_W \R_W\ D06 --GRT-- GRT--- GRT --GRT--- O-GRT-- D06 R_W --CLR-- CLR--- CLR --CLR--- O-CLR-- R_W \D24\ D12D12D12D12D12D12D12D12 /D24/ \R_W\R_A R_A R_A R_A R_A R_A R_A R_A/ R_W/ Domes - Polycarb [D12612P] Certs - SAE R R Accessories - PNFLBSPLT1, AUTO-DIM Mount - Standard Fixed Height Mount (PNFLBK08) Hook - PNFLBF28 Vehicle - 2023 Ford Expedition w/o Roof Rack			0.0000	0.00

Print Date	10/04/24
Print Time	01:17:00 PM
Page No.	1

Printed By: Patrick Hope

Continued on Next Page

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	550948
Customer No.	DUVALF

Bill To

DUVAL FORD
 405 Lane Ave N
 Jacksonville, FL 32254

Ship To

(For Pickup - ORLAN)
 ORLANDO WAREHOUSE
 4832 N Orange Blossom Trl
 Orlando, FL 32810

Contact: RICHARD TACKETT
Telephone: 904-388-2144

E-mail: RICHARD.TACKETT@DUVALFORD.COM

Contact:
Telephone: 407-880-2769

E-mail:

Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
10/04/24	GROUND FREIGHT NON			PPAY & ADD TO INVOICE		2/10 NET30	
Entered By			Salesperson		Ordered By		Resale Number
Patrick Hope			Patrick Hope - Orlando				26-80154997700
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	Y	ETSKLF101 SOI LOW FREQUENCY AFTERSHOCK SIREN W/1 SPEAKERS Warehouse: ORLAN LF Aftershock Siren System, includes: 100 Watt Speaker, 200 Watt Amplifier and Universal Bracket			0.0000	0.00
1	1	Y	MISC Console, Cup Holder, Arm Rest Warehouse: ORLAN			0.0000	0.00
1	1	Y	MISC Radio FP TBD Warehouse: ORLAN			0.0000	0.00
1	1	Y	7160-0339 GJ FULL FACEPLATE 481RSP Warehouse: ORLAN Fits Wheelen Cencom and Soundoff 380 Remote Head			0.0000	0.00
1	1	Y	ETSA481RSP SOI, 400 SERIES REMOTE SIREN, 100WATT Warehouse: ORLAN			0.0000	0.00
1	1	N	C3900U CODE3 100W SPEAKER W UNIV BRKT Warehouse: ORLAN			0.0000	0.00

Print Date	10/04/24
Print Time	01:17:00 PM
Page No.	2

Printed By: Patrick Hope

Continued on Next Page

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

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Customer No.	DUVALF

Bill To

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405 Lane Ave N
Jacksonville, FL 32254

Ship To

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Entered By			Salesperson		Ordered By		Resale Number
Patrick Hope			Patrick Hope - Orlando				26-80154997700
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
2	2	Y	CD3802RW CODE3 DIRECTIONAL MEGA-THIN DUAL COLOR SURFACE MOUNT 1 Warehouse: ORLAN			0.0000	0.00
6	6	Y	Under rear hatch EMPS2STS4D SOI, MPWR FASCIA, 4", STM, BLK HSG, RED/WHT Warehouse: ORLAN mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 12 LED, Dual Color - Red/White			0.0000	0.00
2	2	Y	2x Mounted in grille 2x rear side glass 2x next to license plate PMP2WSSSB SOI 4" MPOWER SINGLE WINDOW SHROUD-BLACK Warehouse: ORLAN			0.0000	0.00
2	2	Y	EMPS2QMS4D SOI, MPWR FASCIA, 4", QM, BLK HSG, RED/WHT Warehouse: ORLAN			0.0000	0.00
2	2	Y	Mounted under sideview mirrors PMP2WDG15B SOI MPOWER 4" 15 DEGREE WEDGE BLACK Warehouse: ORLAN			0.0000	0.00

Print Date	10/04/24
Print Time	01:17:00 PM
Page No.	3

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Entered By			Salesperson		Ordered By		Resale Number
Patrick Hope			Patrick Hope - Orlando				26-80154997700
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	N	ETHFSS-SP-ISO SOI SOLID STATE ISOLATED HEADLIGHT FLASHER Warehouse: ORLAN NOTE --- NO FLASHER AVAILABLE FOR THE HIGH INTENSITY GAS DISCHARGE HEADKIGHTS. POSITIVE SIDE SWITCHING ONLY *****			0.0000	0.00
1	1	N	ETFBSSN-P SOI 100% SOLID STATE TAILLIGHT FLASHER (12-WIRE) Warehouse: ORLAN			0.0000	0.00
1	1	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: ORLAN - Slide 1 will be a slow alternating pattern flashing red to the sides and the rear of the vehicle. - Slide 2 will be a slow alternating pattern flashing red to the front, sides, and the rear of the vehicle. - Slide 3 will be Code-3 with fast flashing of red and white to the front, sides; red/amber to the rear of the vehicle. - When the Scene Light button is pushed, all white LEDs facing the front of the vehicle will steady-burn white.			0.0000	0.00

Print Date	10/04/24
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Page No.	4

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Continued on Next Page

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Contact:
Telephone: 407-880-2769

E-mail:

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Entered By			Salesperson		Ordered By		Resale Number
Patrick Hope			Patrick Hope - Orlando				26-80154997700
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	N	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: ORLAN LOOM, WIRE, HARDWARE, CONNECTORS, ETC *****			0.0000	0.00
1	1	N	TINT Vehicle Window Tint Per Customers Specs Warehouse: ORLAN Tint all windows legal - includes windshield strip Approved By: _____ ☐ Approve All Items & Quantities Quote Good for 30 Days			0.0000	0.00

Print Date	10/04/24
Print Time	01:17:00 PM
Page No.	5

Printed By: Patrick Hope

Subtotal	9,635.00
Freight	0.00
Order Total	9,635.00



CITY OF CLERMONT FIRE DEPT

Prepared for:

CITY OF CLERMONT FIRE DEPT
Contact
email
phone

Contract Holder**7/25/24**

Duval Ford
JEFFREY EASON
904-219-1475
jeff.eason@duvalmotor.com
405 Lane Ave N
Jacksonville, FL 32254

Pricing through Bradford County Sheriff's Contract BCSO 22-27-1.0. Please note any items in red as they may require additional customer information or clarification. When submitting purchase order, please note billing address, delivery address, and any titling instructions. Thank you!

		Code	Equipment	OEM Price Level:	BCSO Contract Price	
Labor Hours. \$90/Hr	Parts Quantity	2024 W1P	2024 FORD F-150 4X4 POLICE RESPONDER	\$ 49,287.00	\$ 45,103.24	Section One: VEHICLE
		OEM freight	Factory Destination	\$ 1,995.00	\$ 2,027.92	
		59E	DRIVER SIDE LED SPOT LIGHT	\$ 368.00	\$ 374.07	
		153	FRONT LICENSE PLATE BRACKET	\$ -	\$ -	
		67P	REMOTE KEYLESS ENTRY WITH 4 FOBS	\$ 319.00	\$ 324.26	
		18B	BLACK PLATFORM RUNNING BOARDS	\$ 232.00	\$ 235.83	
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CNGP530

VEHICLE ORDER CONFIRMATION

10/15/24 13:51:42

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Dealer: F24081

Page: 1 of 1

2024 F-150

Order No: 9999 Priority: L2 Ord FIN: QK599 Order Type: 5B Price Level: 420

Ord Code: 150A Cust/Flt Name: CLERMONT

PO Number:

RETAIL DLR INV

RETAIL

DLR INV

W1P	F150 POL RESP	\$51610	\$49287.00	425	50 STATE EMISS	NC	NC
	145" WHEELBASE			59E	DRIVER (UNITY)	405	368.00
UM	AGATE BLACK			67P	REMOTE KEYLESS	350	319.00
P	POLICE SEAT				SP FLT ACCT CR		(1447.00)
B	BLACK				FUEL CHARGE		12.00
150A	EQUIP GRP				DEST AND DELIV	1995	1995.00
	.XL SERIES			TOTAL	BASE AND OPTIONS	54615	50766.00
998	3.5L V6 GTDI			TOTAL		54615	50766.00
44G	ELEC 10-SPDAUTO			*THIS IS NOT AN INVOICE*			
	.LT265/70R 18						
	.3.31 ELEC LOCK						
	7075# GVWR						
	JOB #2 ORDER						
	FRT LICENSE BKT	NC	NC				
18B	BLK PLAT BDS	255	232.00				

JOB #2 ORDER

FRT LICENSE BKT

NC

NC

18B BLK PLAT BDS

255

232.00

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QD04863

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	550947
Customer No.	DUVALF

Bill To

DUVAL FORD
405 Lane Ave N
Jacksonville, FL 32254

Ship To

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Patrick Hope			Patrick Hope - Orlando				26-80154997700
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	N	INFO F150 - Black - Clermont Fire Warehouse: ORLAN			0.0000	0.00
1	1	N	EVP EMERGENCY VEHICLE PACKAGE Warehouse: ORLAN			9,635.0000	9,635.00
1	1	N	ENNLB019J7-3KN SOI, NFNXT LBAR, 54", RW/RW, RW/RA/RW, HK28 Warehouse: ORLAN 54"/137cm 9-32 VOLT NFORCE NXT SAE LED LIGHTBAR W/ 15' LIN DSC TECHNOLOGY /D24/D12D12D12D12D12D12D12D24\ /R_W/ R_W R_W R_W R_W R_W R_W R_W\ R_W\ D06 --GRT-- --GRT--- GRT --GRT--- O-GRT-- D06 R_W --CLR-- --CLR--- CLR --CLR--- O-CLR-- R_W \D24\ D12D12D12D12D12D12D12D12\ D24/ \R_W\R_A R_A R_A R_A R_A R_A R_A R_W/ Domes - Polycarb [D12 6 12 P] Certs - SAE R R Accessories - PNFLBSPLT1, AUTO-DIM Mount - Standard Fixed Height Mount (PNFLBK08) Hook - PNFLBF28 Vehicle - 2023 Ford Expedition w/o Roof Rack			0.0000	0.00

Print Date	10/04/24
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Patrick Hope			Patrick Hope - Orlando				26-80154997700
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	Y	ETSKLF101 SOI LOW FREQUENCY AFTERSHOCK SIREN W/1 SPEAKERS Warehouse: ORLAN LF Aftershock Siren System, includes: 100 Watt Speaker, 200 Watt Amplifier and Universal Bracket			0.0000	0.00
1	1	Y	MISC Console, Cup Holder, Arm Rest Warehouse: ORLAN			0.0000	0.00
1	1	Y	MISC Radio FP TBD Warehouse: ORLAN			0.0000	0.00
1	1	Y	7160-0339 GJ FULL FACEPLATE 481RSP Warehouse: ORLAN Fits Wheelen Cencom and Soundoff 380 Remote Head			0.0000	0.00
1	1	Y	ETSA481RSP SOI, 400 SERIES REMOTE SIREN, 100WATT Warehouse: ORLAN			0.0000	0.00
1	1	N	C3900U CODE3 100W SPEAKER W UNIV BRKT Warehouse: ORLAN			0.0000	0.00

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Patrick Hope			Patrick Hope - Orlando				26-80154997700
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
2	2	Y	CD3802RW CODE3 DIRECTIONAL MEGA-THIN DUAL COLOR SURFACE MOUNT 1 Warehouse: ORLAN			0.0000	0.00
6	6	Y	Under rear hatch EMPS2STS4D SOI, MPWR FASCIA, 4", STM, BLK HSG, RED/WHT Warehouse: ORLAN mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 12 LED, Dual Color - Red/White			0.0000	0.00
2	2	Y	2x Mounted in grille 2x rear side glass 2x next to license plate PMP2WSSSB SOI 4" MPOWER SINGLE WINDOW SHROUD-BLACK Warehouse: ORLAN			0.0000	0.00
2	2	Y	EMPS2QMS4D SOI, MPWR FASCIA, 4", QM, BLK HSG, RED/WHT Warehouse: ORLAN			0.0000	0.00
2	2	Y	Mounted under sideview mirrors PMP2WDG15B SOI MPOWER 4" 15 DEGREE WEDGE BLACK Warehouse: ORLAN			0.0000	0.00

Print Date	10/04/24
Print Time	01:13:13 PM
Page No.	3

Printed By: Patrick Hope

Continued on Next Page

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	550947
Customer No.	DUVALF

Bill To

DUVAL FORD
405 Lane Ave N
Jacksonville, FL 32254

Ship To

(For Pickup - ORLAN)
ORLANDO WAREHOUSE
4832 N Orange Blossom Trl
Orlando, FL 32810

Contact: RICHARD TACKETT
Telephone: 904-388-2144

E-mail: RICHARD.TACKETT@DUVALFORD.COM

Contact:
Telephone: 407-880-2769

E-mail:

Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
10/04/24	GROUND FREIGHT NON			QUOTED FREIGHT		2/10 NET30	
Entered By			Salesperson		Ordered By		Resale Number
Patrick Hope			Patrick Hope - Orlando				26-80154997700
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	N	ETHFSS-SP-ISO SOI SOLID STATE ISOLATED HEADLIGHT FLASHER Warehouse: ORLAN NOTE --- NO FLASHER AVAILABLE FOR THE HIGH INTENSITY GAS DISCHARGE HEADKIGHTS. POSITIVE SIDE SWITCHING ONLY *****			0.0000	0.00
1	1	N	ETFBSSN-P SOI 100% SOLID STATE TAILLIGHT FLASHER (12-WIRE) Warehouse: ORLAN			0.0000	0.00
1	1	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: ORLAN - Slide 1 will be a slow alternating pattern flashing red to the sides and the rear of the vehicle. - Slide 2 will be a slow alternating pattern flashing red to the front, sides, and the rear of the vehicle. - Slide 3 will be Code-3 with fast flashing of red and white to the front, sides; red/amber to the rear of the vehicle. - When the Scene Light button is pushed, all white LEDs facing the front of the vehicle will steady-burn white.			0.0000	0.00

Print Date	10/04/24
Print Time	01:13:13 PM
Page No.	4

Printed By: Patrick Hope

Continued on Next Page

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	550947
Customer No.	DUVALF

Bill To

DUVAL FORD
 405 Lane Ave N
 Jacksonville, FL 32254

Ship To

(For Pickup - ORLAN)
 ORLANDO WAREHOUSE
 4832 N Orange Blossom Trl
 Orlando, FL 32810

Contact: RICHARD TACKETT
Telephone: 904-388-2144

E-mail: RICHARD.TACKETT@DUVALFORD.COM

Contact:
Telephone: 407-880-2769

E-mail:

Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
10/04/24	GROUND FREIGHT NON			QUOTED FREIGHT		2/10 NET30	
Entered By			Salesperson		Ordered By		Resale Number
Patrick Hope			Patrick Hope - Orlando				26-80154997700
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	N	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: ORLAN LOOM, WIRE, HARDWARE, CONNECTORS, ETC *****			0.0000	0.00
1	1	N	TINT Vehicle Window Tint Per Customers Specs Warehouse: ORLAN Tint all windows legal - includes windshield strip Approved By: _____ ☐ Approve All Items & Quantities Quote Good for 30 Days			0.0000	0.00

Print Date	10/04/24
Print Time	01:13:13 PM
Page No.	5

Printed By: Patrick Hope

Subtotal	9,635.00
Freight	0.00
Order Total	9,635.00



REQUEST FOR INFORMATION

RFI 25-032

INTENT TO UTILIZE THE BRADFORD COUNTY SHERIFF'S CONTRACT TO PURCHASE VEHICLES

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

RELEASE DATE: October 31, 2024

DEADLINE FOR QUESTIONS: November 8, 2024

RESPONSE DEADLINE: November 8, 2024, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Clermont
REQUEST FOR INFORMATION
Intent to Utilize the Bradford County Sheriff's Contract to
Purchase Vehicles

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

Attachments:

E - OpenGov Vendor Registration

1. Introduction

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

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

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

1.1. Summary

Intent to Utilize the Bradford County Sheriff's Contract to Purchase Vehicles

1.2. Contact Information

Ramsey Jimenez

Senior Procurement Agent

685 W Montrose St

Clermont, FL 34711

Email: rjimenez@clermontfl.org

Phone: [\(352\) 241-7353](tel:(352)241-7353)

Department:

Fire

1.3. Timeline

Solicitation Release Date	October 31, 2024
Question Deadline	November 8, 2024, 12:00pm
Response Deadline	November 8, 2024, 2:00pm

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: Dana Safety Supply, Inc. and Duval Ford
- B. Contract Number and Title: Bradford County Sheriff's Contract BCSO 22-27-1.0
- C. Length of Contract: through July 14, 2029
- D. Product or Service Provided: One (1) 2025 K8A Ford Interceptor AWD, Two (2) 2024 Ford F150 4x4, and One (1) 2024 Ford Expedition XL 4x4 and equipment for all vehicles.
- E. Estimated Annual Expenditure: \$281,095.06

If you're a local vendor, please contact the Procurement Services Director by email prior to Friday, November 8, 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.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date	
Tuesday, November 12, 2024	
Agenda Item Name	
Sole Source Approval <i>Emergency Extrication</i>	
Requested Action	
Requesting approval of single/sole source designation from North America Fire Equipment Co, Inc. to acquire Holmatro hydraulic extrication equipment and Pentheon tools used for emergency extrication.	
Staff Report	
The Procurement Services Department and the Fire Department recommend approval of the above action. The fire department has transitioned to battery-operated extrication tools for emergency response to vehicle accidents and other technical rescue incidents. The department is seeking approval for the purchase of replacement of end of life equipment for Tower 103 and equipment to outfit Reserve Engine 103 in the amount of \$80,142. Both projects are outlined below. Replacement extrication tools for Tower 103: Current tools are nearing their end of life and are the oldest tools in the equipment inventory for frontline apparatus. This is the last remaining truck to be outfitted with Holmatro E-draulic extrication tools. Additionally, there is no back-up set of tools on the Tower should the equipment need to be serviced, or the pump fail for the traditional powered hydraulic tools. Equipment included in the purchase: One (1) Holmatro Pentheon PCU50 Cutter, one (1) PSP40 Spreader, one (1) PTR50 Telescopic Ram, six (6) Pentheon Batteries, three (3) Pentheon Chargers, one (1) Holmatro Mini Cutter, and additional charging and mounting accessories. Outfit Reserve Apparatus (Reserve Engine 103) year 2 of :. Ready reserve apparatus will result in less time spent during apparatus swap out for mechanical or service related issues. This reduces the downtime for a unit or the need to send additional units to cover while a vehicle swap is being performed. Further, during natural disasters, the fully equipped apparatus has the ability to be staffed, providing an additional deployable emergency asset. This will also provide a spare set of battery operated hydraulic tools should a primary set go out of service. Equipment included in the purchase: One (1) Holmatro Pentheon Cutter PCU60, One (1) Holmatro Pentheon Spreader PSP50, four (4) Holmatro Pentheon Batteries, two (2) Holmatro Pentheon Chargers, and additional charging and mounting accessories. The Procurement Services Department issued a Request for Interest (RFI) number 25-028 to verify whether the specifications for the commodity specified are non-restrictive and capable of being met by more than one company. The City of Clermont Procurement Policy provides that a purchase may be made without competition when there is only one source for the required product or service. Therefore, a single/sole source purchase is justified if there is only one product or service that can reasonably meet the City's needs and there is only one company that can provide such a product or service. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Procurement Services Department received no interest. Based on this, staff recommends that the City Council approve the single/sole source designation.	
Additional Analysis	
Fiscal Impact Summary	

The purchases will be funded from the General fund. The estimated amount to be spent in FY 2025 is \$80,142.00.

Fiscal Impact		Fund Number and Description	Available Budget Amount
\$75,767		10522-66401	\$255,476.00
\$4,375		10522-55204	\$307,719.73
Exhibits Attached (copies of original agreements)			
1.	RFI 25-028	RFI 25-028.pdf	
2.	SOLE SOURCE HOLMATRO	SOLE SOURCE HOLMATRO.pdf	



REQUEST FOR INFORMATION

RFI 25-028

JUSTIFICATION OF SOLE SOURCE ACQUISITION FROM HOLMATRO, INC.

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

RELEASE DATE: October 22, 2024

DEADLINE FOR QUESTIONS: October 30, 2024

RESPONSE DEADLINE: October 30, 2024, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Clermont
REQUEST FOR INFORMATION
Justification of Sole Source Acquisition from Holmatro, Inc.

- I. Introduction
- II. Response Procedures.....
- III. Sole/Single Source.....

Attachments:

E - OpenGov Vendor Registration

1. Introduction

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

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

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

1.1. Summary

Justification of Sole Source Acquisition from Holmatro, Inc.

1.2. Contact Information

Ramsey Jimenez

Senior Procurement Agent

685 W Montrose St

Clermont, FL 34711

Email: rjimenez@clermontfl.org

Phone: [\(352\) 241-7353](tel:(352)241-7353)

Department:

Fire

1.3. Timeline

Solicitation Release Date	October 22, 2024
Question Deadline	October 30, 2024, 12:00pm
Response Deadline	October 30, 2024, 2:00pm

2. Response Procedures

2.1. Electronic Bidding System

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

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

2.2. Justification of Single/Sole Source Acquisition

This Request for Information (RFI) is intended to verify whether the specifications for the commodity specified are non-restrictive and capable of being met by more than one company. **This is not an invitation to submit a bid or quote.** This notice will be posted for seven (7) business days.

The City of Clermont Purchasing Policy provides that a purchase may be made without competition when there is only one source for the required product or service. Therefore a single/sole source purchase is justified if there is only one product or service that can reasonably meet the City's needs and there is only one company that can provide such a product or service.

Single/Sole Source Information

- A. Company Name: Holmatro, Inc
- B. Product or Service Provided: Holmatro hydraulic extrication equipment, Pentheon tools, used for emergency extrication.
- C. Estimated Annual Expenditure: \$80,000
- D. Single/Sole Source Justification: No competitive product exists or is available from another vendor.

Action to be Taken

No action is required if you agree the proposed purchase is a valid single/sole source. If you disagree that the justification for single/sole source purchase is valid, please upload information regarding the company's ability to provide the product or service described. **Do not provide pricing.**

All responses will be evaluated by the Procurement Services Department and the Department requesting the product or service, which will be the sole determining power in establishing the approval of the commodity offered by the respondent.

3. Sole/Single Source

3.1. 1. Upload information regarding your company's ability to provide the product or service described.*

*Response required



Holmatro, Inc.
505 McCormick Drive
Glen Burnie, Maryland 21061 USA
Tel: 410-768-9662 • Fax: 410-768-4878

August 1, 2024

The purpose of this letter is to certify NAFECO as the sole source factory authorized dealer for sales and service of Holmatro products in the state of Alabama, Tennessee and Florida.

As a manufacturer of life saving equipment, Holmatro only recommends using the current factory authorized dealer for the purchase and service of Holmatro products. Using unauthorized sources, unauthorized parts and/or unauthorized service technicians with an expired certification will void the Holmatro lifetime warranty.

Feel free to contact the Rescue Tool Manager / Holmatro Specialist of NAFECO or myself if we can answer any questions or further help with your rescue tool needs.

NAFECO

Rescue Tool Manager / Holmatro Specialist

Luke Reaves

(334) 320-1545

Luke.Reaves@NAFECO.com

HOLMATRO

SE Regional Manager

Frank Bondra

(240) 444-1139

F.Bondra@Holmatro.com

Kind regards,

Frank Bondra

Southeastern Regional Manager

Jacksonville, Florida

Mobile: (240) 444-1139

Email : F.Bondra@holmatro.com

CC: JoAnn Tyler
National Sales Manager



505 McCormick Dr. | Glen Burnie | Maryland | 21061

Made in the U.S.A.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, November 12, 2024		
Agenda Item Name		
Sole Source Approval <i>Self Contained Breathing Apparatus</i>		
Requested Action		
Requesting approval of single/sole source designation from Ten-8 Fire & Safety, LLC to acquire MSA SCBA and accessories, self-contained breathing apparatus in the budgeted amount \$59,136.29.		
Staff Report		
The Procurement Services Department and the Public Services Department recommend approval of the above action. The fire department is seeking approval to purchase a Self Contained Breathing Apparatus (SCBA) to outfit Reserve Apparatus (Reserve Engine 103), year 2 of 3 in the budgeted amount of \$59,136.29. Ready reserve apparatus will result in less time spent during apparatus swap-out for mechanical or service-related issues. This reduces the downtime for a unit or the need to send additional units to cover while a vehicle swap is being performed. Further, during natural disasters, the fully equipped apparatus can be staffed, providing an additional deployable emergency asset. Equipment for purchase includes the self-contained breathing apparatus (SCBA), or air packs, which provide OSHA-required respiratory protection for environments that are immediately dangerous to life and health (IDLH). Equipment for purchase: four (4) G1 SCBA H-P Clermont Spec, eight (8) Cyl, G1 LP RC, 4500 psig 45 mins w/QC, one (1) G1 RIT System, one (1) Cyl, G1 RC, 4500 psig, 60 mins w/QC, and one (1) L3 Lite-Speed RIT Bag. The Procurement Services Department issued a Request for Interest (RFI) number 25-027 to verify whether the specifications for the commodity specified are non-restrictive and capable of being met by more than one company. The City of Clermont Procurement Policy provides that a purchase may be made without competition when there is only one source for the required product or service. Therefore, a single/sole source purchase is justified if there is only one product or service that can reasonably meet the City's needs and there is only one company that can provide such a product or service. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Procurement Services Department received no interest. Based on this, staff recommends that the City Council approve the single/sole source purchase.		
Additional Analysis		
Fiscal Impact Summary		
These MSA SCBA and accessories, self-contained breathing apparatus will be funded from the General fund. The estimated amount to be spent in FY 2025 is over \$50,000.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$53,493.29	10522-66401	\$255,476.19
\$5,670	10522-55204	\$307,720.00
Exhibits Attached (copies of original agreements)		
1. SOLE SOURCE TEN 8 SOLE SOURCE TEN 8.pdf		



October 2, 2024

Clermont Fire Department

MSA Corporate Center
1000 Cranberry Woods Drive
Cranberry Township, PA 16066
800.MSA.2222
www.MSAnet.com

To Whom It May Concern:

Thank you, Clermont Fire Department for your interest in the MSA product line.

This letter confirms that Ten 8 Fire & Safety LLC is the sole authorized distributor of MSA SCBA and SCBA accessories for the Municipal Fire Service Market for the State of Lake County, FL. In addition, Ten 8 Fire & Safety LLC is the only CARE certified MSA SCBA Repair Center for the Municipal Fire Service Market for Lake County, FL.

By way of background, in the fire service / first responder markets, MSA imposes specific requirements upon our distributors, which can result in a small number of distributors authorized to call upon a particular region. We impose these requirements because the equipment we manufacture and sell requires the involvement of partners with special knowledge, training, and experience. Accordingly, MSA's distributors are obligated to acquire and maintain extensive knowledge, training, and experience necessary to properly educate, assist and service our end user customers before, during and after the sale. MSA's fire service / first responder distributor qualification requirements are likewise intended to ensure the highest possible end user customer experience.

If you desire additional information about MSA, its product lines, or channel partners, please do not hesitate to contact me. Thank you for your interest in our products.

Sincerely,

Brittney Carr

Brittney Carr
North America Sales Channels Specialist
Phone: 724-741-7653
Email: brittney.carr@msasafety.com



REQUEST FOR INFORMATION

RFI 25-027

JUSTIFICATION OF SOLE SOURCE ACQUISITION FROM TEN 8 FIRE & SAFETY LLC

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

RELEASE DATE: October 22, 2024

DEADLINE FOR QUESTIONS: October 30, 2024

RESPONSE DEADLINE: October 30, 2024, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Clermont
REQUEST FOR INFORMATION
Justification of Sole Source Acquisition from Ten 8 Fire & Safety
LLC

- I. Introduction
- II. Response Procedures.....
- III. Sole/Single Source.....

Attachments:

E - OpenGov Vendor Registration

1. Introduction

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

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

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

1.1. Summary

Justification of Sole Source Acquisition from Ten 8 Fire & Safety LLC

1.2. Contact Information

Ramsey Jimenez

Senior Procurement Agent

685 W Montrose St

Clermont, FL 34711

Email: rjimenez@clermontfl.org

Phone: [\(352\) 241-7353](tel:(352)241-7353)

Department:

Fire

1.3. Timeline

Solicitation Release Date	October 22, 2024
Question Deadline	October 30, 2024, 12:00pm
Response Deadline	October 30, 2024, 2:00pm

2. Response Procedures

2.1. Electronic Bidding System

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

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

2.2. Justification of Single/Sole Source Acquisition

This Request for Information (RFI) is intended to verify whether the specifications for the commodity specified are non-restrictive and capable of being met by more than one company.

This is not an invitation to submit a bid or quote. This notice will be posted for seven (7) business days.

The City of Clermont Purchasing Policy provides that a purchase may be made without competition when there is only one source for the required product or service. Therefore a single/sole source purchase is justified if there is only one product or service that can reasonably meet the City's needs and there is only one company that can provide such a product or service.

Single/Sole Source Information

- A. Company Name: Ten 8 Fire & Safety LLC
- B. Product or Service Provided: MSA-SCBA and Accessories, self contained breathing apparatus
- C. Estimated Annual Expenditure: \$80,000
- D. Single/Sole Source Justification: Ten 8 Fire & Safety LLC is sole source for Lake County, FL. MSA imposes specific requirement open distributor due to the knowledge training and experience required to educate assist and services MSA end users.

Action to be Taken

No action is required if you agree the proposed purchase is a valid single/sole source. If you disagree that the justification for single/sole source purchase is valid, please upload information regarding the company's ability to provide the product or service described. **Do not provide pricing.**

All responses will be evaluated by the Procurement Services Department and the Department requesting the product or service, which will be the sole determining power in establishing the approval of the commodity offered by the respondent.

3. Sole/Single Source

3.1. 1. Upload information regarding your company's ability to provide the product or service described.*

*Response required



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, November 12, 2024		
Agenda Item Name		
Single/Sole Source Agreement <i>Crime Mitigation Network</i>		
Requested Action		
Requesting approval of single/sole source service agreement with Axon for the Clermont Police Department.		
Staff Report		
Axon, FUSUSCORE, creates a unified public-private crime mitigation network. This program can remove barriers created by disparate technology systems by fusing all private and public video, data, sensor, and CAD sources into a common operating picture. It can also unify public and private camera assets while maintaining policy-based access to real-time video. This means camera owners decide when and with whom their feeds are shared. Our Officers will have enhanced situational awareness by combining live alerts, ALPR, and more into a single pane of glass. This will give our officers a unified view of all cameras, including internal building cameras, accessible from their mobile devices. This program will assist in effectively managing our resources by enabling greater remote command and control of all first responders and their live locations. Police, Fire, EMS, and Public Works are all available within one map, creating a common operating picture. The program's initial cost is \$31,000 for the first year, \$31,000 for the second year and \$50,000 for the third, fourth, and fifth years for a total contract cost of \$212,000. The Procurement Services Department issued a Request for Interest (RFI) number 24-031 to verify whether the specifications for the commodity specified are non-restrictive and capable of being met by more than one company. The City of Clermont Procurement Policy provides that a purchase may be made without competition when there is only one source for the required product or service. Therefore, a single/sole source purchase is justified if there is only one product or service that can reasonably meet the City's needs and only one company can provide such a product or service. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Procurement Services Department received no interest. Based on this, staff recommends that the City Council approve the single/sole source purchase.		
Additional Analysis		
Fiscal Impact Summary		
The fiscal impact of \$31,000 is included in the current year's approved budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$31,000	10521-55219	\$166,788.38
Exhibits Attached (copies of original agreements)		
1. Axon Agreement	Axon Agreement .pdf	
2. Axon Acquires Fusus Notice Letter_May 2024 (4)	Axon Acquires Fusus Notice Letter_May 2024 (4).pdf	
3. RFI 24-031	RFI 24-031.pdf	



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-616600-45580.601JB

Issued: 10/15/2024

Quote Expiration: 11/30/2024

Estimated Contract Start Date: 12/01/2024

Account Number: 163159

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Clermont Police Dept.- FL 3600 S HIGHWAY 27 CLERMONT, FL 34711-6735 USA	Clermont Police Dept.- FL 3600 S HIGHWAY 27 CLERMONT FL 34711-6735 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Griffin McKean Phone: Email: gmckean@axon.com Fax:	Shane Strickland Phone: (352) 536-8408 Email: sstrickland@clermontfl.org Fax: (352) 536 - 8499

Quote Summary

Program Length	60 Months
TOTAL COST	\$212,000.00
ESTIMATED TOTAL W/ TAX	\$212,000.00

Discount Summary

Average Savings Per Year	\$14,864.02
TOTAL SAVINGS	\$74,320.12

Payment Summary

Date	Subtotal	Tax	Total
Nov 2024	\$31,000.00	\$0.00	\$31,000.00
Nov 2025	\$31,000.00	\$0.00	\$31,000.00
Nov 2026	\$50,000.00	\$0.00	\$50,000.00
Nov 2027	\$50,000.00	\$0.00	\$50,000.00
Nov 2028	\$50,000.00	\$0.00	\$50,000.00
Total	\$212,000.00	\$0.00	\$212,000.00

Quote Unbundled Price:	\$286,320.12
Quote List Price:	\$286,320.12
Quote Subtotal:	\$212,000.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Hardware									
101391	AXON RESPOND - FUSUSCORE - ELITE AI 2.0 44TB HDD STORAGE	1			\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00
101386	AXON RESPOND - FUSUSCORE - PRO 2.0 4TB HDD STORAGE	1			\$600.00	\$0.00	\$0.00	\$0.00	\$0.00
101408	AXON RESPOND - FUSUSCORE - CAD	1			\$600.00	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Software									
101357	AXON RESPOND - FUSUSONE - BASIC LEVEL SAAS	1	24		\$4,250.00	\$2,583.33	\$62,000.00	\$0.00	\$62,000.00
101357	AXON RESPOND - FUSUSONE - BASIC LEVEL SAAS	1	36		\$4,336.67	\$4,166.67	\$150,000.00	\$0.00	\$150,000.00
A la Carte Services									
101421	AXON RESPOND - FUSUS SOFTWARE IMPLEMENTATION	1			\$22,000.00	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Warranties									
101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	3	24		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	3	36		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	1	25		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	1	25		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	1	25		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$212,000.00	\$0.00	\$212,000.00

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
A la Carte	101386	AXON RESPOND - FUSUSCORE - PRO 2.0 4TB HDD STORAGE	1	1	11/01/2026
A la Carte	101391	AXON RESPOND - FUSUSCORE - ELITE AI 2.0 44TB HDD STORAGE	1	1	11/01/2026
A la Carte	101408	AXON RESPOND - FUSUSCORE - CAD	1	1	11/01/2026

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	101357	AXON RESPOND - FUSUSONE - BASIC LEVEL SAAS	1	12/01/2024	11/30/2026

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	101357	AXON RESPOND - FUSUSONE - BASIC LEVEL SAAS	1	12/01/2026	11/30/2029

Services

Bundle	Item	Description	QTY
A la Carte	101421	AXON RESPOND - FUSUS SOFTWARE IMPLEMENTATION	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	3	12/01/2024	11/30/2026
A la Carte	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	3	12/01/2026	11/30/2029
A la Carte	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	1	11/01/2027	11/30/2029
A la Carte	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	1	11/01/2027	11/30/2029
A la Carte	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	1	11/01/2027	11/30/2029

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	3600 S HIGHWAY 27	CLERMONT	FL	34711-6735	USA

Payment Details

Nov 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1 - Fusus Partner Package	101357	AXON RESPOND - FUSUSONE - BASIC LEVEL SAAS	1	\$31,000.00	\$0.00	\$31,000.00
Year 1 - Fusus Partner Package	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	3	\$0.00	\$0.00	\$0.00
Total				\$31,000.00	\$0.00	\$31,000.00

Nov 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2 - Fusus Partner Package	101357	AXON RESPOND - FUSUSONE - BASIC LEVEL SAAS	1	\$31,000.00	\$0.00	\$31,000.00
Year 2 - Fusus Partner Package	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	3	\$0.00	\$0.00	\$0.00
Total				\$31,000.00	\$0.00	\$31,000.00

Nov 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3 - Fusus Basic	101357	AXON RESPOND - FUSUSONE - BASIC LEVEL SAAS	1	\$50,000.00	\$0.00	\$50,000.00
Year 3 - Fusus Basic	101386	AXON RESPOND - FUSUSCORE - PRO 2.0 4TB HDD STORAGE	1	\$0.00	\$0.00	\$0.00
Year 3 - Fusus Basic	101391	AXON RESPOND - FUSUSCORE - ELITE AI 2.0 44TB HDD STORAGE	1	\$0.00	\$0.00	\$0.00
Year 3 - Fusus Basic	101408	AXON RESPOND - FUSUSCORE - CAD	1	\$0.00	\$0.00	\$0.00
Year 3 - Fusus Basic	101421	AXON RESPOND - FUSUS SOFTWARE IMPLEMENTATION	1	\$0.00	\$0.00	\$0.00
Year 3 - Fusus Basic	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	3	\$0.00	\$0.00	\$0.00
Year 3 - Fusus Basic	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 3 - Fusus Basic	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 3 - Fusus Basic	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Total				\$50,000.00	\$0.00	\$50,000.00

Nov 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4 - Fusus Basic	101357	AXON RESPOND - FUSUSONE - BASIC LEVEL SAAS	1	\$50,000.00	\$0.00	\$50,000.00
Year 4 - Fusus Basic	101386	AXON RESPOND - FUSUSCORE - PRO 2.0 4TB HDD STORAGE	1	\$0.00	\$0.00	\$0.00
Year 4 - Fusus Basic	101391	AXON RESPOND - FUSUSCORE - ELITE AI 2.0 44TB HDD STORAGE	1	\$0.00	\$0.00	\$0.00
Year 4 - Fusus Basic	101408	AXON RESPOND - FUSUSCORE - CAD	1	\$0.00	\$0.00	\$0.00
Year 4 - Fusus Basic	101421	AXON RESPOND - FUSUS SOFTWARE IMPLEMENTATION	1	\$0.00	\$0.00	\$0.00
Year 4 - Fusus Basic	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 4 - Fusus Basic	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 4 - Fusus Basic	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	3	\$0.00	\$0.00	\$0.00
Year 4 - Fusus Basic	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Total				\$50,000.00	\$0.00	\$50,000.00

Nov 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5 - Fusus Basic	101357	AXON RESPOND - FUSUSONE - BASIC LEVEL SAAS	1	\$50,000.00	\$0.00	\$50,000.00
Year 5 - Fusus Basic	101386	AXON RESPOND - FUSUSCORE - PRO 2.0 4TB HDD STORAGE	1	\$0.00	\$0.00	\$0.00
Year 5 - Fusus Basic	101391	AXON RESPOND - FUSUSCORE - ELITE AI 2.0 44TB HDD STORAGE	1	\$0.00	\$0.00	\$0.00
Year 5 - Fusus Basic	101408	AXON RESPOND - FUSUSCORE - CAD	1	\$0.00	\$0.00	\$0.00
Year 5 - Fusus Basic	101421	AXON RESPOND - FUSUS SOFTWARE IMPLEMENTATION	1	\$0.00	\$0.00	\$0.00
Year 5 - Fusus Basic	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 5 - Fusus Basic	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 5 - Fusus Basic	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 5 - Fusus Basic	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	3	\$0.00	\$0.00	\$0.00
Total				\$50,000.00	\$0.00	\$50,000.00

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

10/15/2024





Date May 2024

Dear Valued Fusus Customer,

We are pleased to announce Axon Enterprise, Inc.'s (Axon) acquisition of Fusus on January 31, 2024. We believe the joining of Fusus and Axon ushers in a new era of public safety that strengthens Axon's ability to deliver on its mission to protect life, capture and preserve truth, and accelerate justice.

For all existing Fusus customers, Axon will assume the contractual obligations set forth in Fusus agreements executed prior to the acquisition date. For new or renewal agreements between Fusus and customers after the acquisition date, Axon will honor these contractual agreements, and may execute upon these agreements via Axon's systems, depending on their date.

Beginning April 1, 2024, all purchases of Fusus products or services (both new or renewal agreements) will be between customers and Axon.

Accordingly, customers may receive an invoice from Axon for the goods and services included in a Fusus agreement. We ask that you kindly update your banking details accordingly. We have included payment remittance information per Exhibit I. contained page 2 of this letter, along with a phone number and an email address that you can use for any questions. As an additional security measure, a member of our accounts receivable department will reach out to you via phone to help confirm this request to update banking details.

Sincerely,

A handwritten signature in black ink that reads 'Rachel Scott'.

Rachel Scott

Vice President, Commercial Operations

rscott@axon.com

Axon Enterprise, Inc.

Exhibit I.

Axon's Contact Information and Payment Remittance Details



Axon Enterprise Inc.
 PO BOX 29661
 DEPARTMENT 2018
 PHOENIX, AZ 85038-9661
 Ph: 1-480-991-0797, option 5, option 1
arinquies@axon.com
www.axon.com
 TIN: 86-0741227
 DUNS Number: 832176382
 UEI Number: TBW7MGPYURM7

PAYMENT REMITTANCE INFORMATION

For ACH/EFT Payment: (Preferred Method)		For Wire Transfers		For Check Payments Mail To:	For Overnight Check Payments Mail
Account Name	Axon Enterprise, Inc.	Beneficiary	Axon Enterprise, Inc.	Axon Enterprise, Inc.	Axon Enterprise, Inc.
Account Number	634912729	Account Number	634912729	PO BOX 29661	JPMorgan Chase (AZ1-2170)
Bank Routing No	122100024	Bank Routing No	021000021	DEPARTMENT 2018	Attn: Axon Enterprises 29661-2018
Reference No	INUS242041	SWIFT Code	CHASUS33	PHOENIX, AZ 85038-9661	2108 E Elliot Rd,
		Reference No	INUS242041	Reference No INUS242041	Tempe, AZ 85283
					Reference No INUS242041

Please reference the invoice number on your ACH, Wire or Check payment and send to AR@axon.com

Important Note: By selecting the wire transfer payment method, you agree to accept the processing & transaction fees charged by the bank relating to this wire



REQUEST FOR INFORMATION

RFI 24-031

JUSTIFICATION OF SOLE SOURCE ACQUISITION FROM FUSUS

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

RELEASE DATE: November 7, 2023

DEADLINE FOR QUESTIONS: November 15, 2023

RESPONSE DEADLINE: November 15, 2023, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Clermont
REQUEST FOR INFORMATION
Justification of Sole Source Acquisition from FUSUS

- I. Introduction
- II. Response Procedures.....
- III. Sole/Single Source.....

Attachments:

E - OpenGov Vendor Registration

1. Introduction

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

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

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

1.1. Summary

Justification of Sole Source Acquisition from FUSUS

1.2. Contact Information

John Graczyk

Deputy Chief

3600 South US 27

CLERMONT, FL 34711

Email: jgraczyk@clermontfl.org

Phone: [\(352\) 536-8410](tel:(352)536-8410)

Department:

Police

1.3. Timeline

Solicitation Release Date	November 7, 2023
Question Deadline	November 15, 2023, 12:00pm
Response Deadline	November 15, 2023, 3:00pm

2. Response Procedures

2.1. Electronic Bidding System

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

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

2.2. Justification of Single/Sole Source Acquisition

This Request for Information (RFI) is intended to verify whether the specifications for the commodity specified are non-restrictive and capable of being met by more than one company. **This is not an invitation to submit a bid or quote.** This notice will be posted for seven (7) business days.

The City of Clermont Purchasing Policy provides that a purchase may be made without competition when there is only one source for the required product or service. Therefore a single/sole source purchase is justified if there is only one product or service that can reasonably meet the City's needs and there is only one company that can provide such a product or service.

Single/Sole Source Information

- A. Company Name: FUSUS
- B. Product or Service Provided: FUSUS Parnter Agency SaaS, Camera Stream SaaS, fusus CONNECT website
- C. Estimated Annual Expenditure: \$31,000
- D. Single/Sole Source Justification: No competitive product exists or is available from another vendor.

Action to be Taken

No action is required if you agree the proposed purchase is a valid single/sole source. If you disagree that the justification for single/sole source purchase is valid, please upload information regarding the company's ability to provide the product or service described. **Do not provide pricing.**

All responses will be evaluated by the Procurement Services Department and the Department requesting the product or service, which will be the sole determining power in establishing the approval of the commodity offered by the respondent.

3. Sole/Single Source

3.1. 1. Upload information regarding your company's ability to provide the product or service described.*

*Response required



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, November 12, 2024		
Agenda Item Name		
Piggyback Term Contract <i>Emergency Responder Vehicle Equipment and Installation Services</i>		
Requested Action		
Requesting approval to piggyback The Interlocal Purchasing System (TIPS) term contract number 240102 with Prologic ITS, LLC to provide emergency responder vehicle equipment and installation services.		
Staff Report		
The Procurement Services Department and the Police Department recommend approval of the above action. At the request of the Police Department, the Procurement Services Department sought a contract from The Interlocal Purchasing System (TIPS) number 240102, to provide emergency responder vehicle equipment and installation services. The TIPS Purchasing Cooperative contract was obtained through a fully competitive solicitation and complies with the City of Clermont Procurement Policy. The award includes an initial two (2) year term agreement with one (1) additional one-year renewal at the option of the City. The estimated annual expenditure of this contract is up to \$300,000. The contract start date is upon both parties executing the agreement. The use of piggyback contracts is allowed under the Procurement Policy, Section E.9, and is a procurement best practice that takes advantage of competitive pricing on a contract formerly bid by another government agency. The Procurement Services Department has determined that the use of piggyback contracts is advantageous and in the City's best interest to reduce administrative time and expense while providing favorable pricing. Approval of this contract does not commit the City to purchases or require that the contract be utilized. Purchases associated with piggyback contracts are budgeted by each department. The estimated annual value does not represent the budgeted amount by a department.		
Additional Analysis		
Fiscal Impact Summary		
Funding will be determined on a project-by-project basis, and is included in the current year Infrastructure Fund budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$200,000	12521 66400 Cap Out-Vehicles	\$523,830
\$100,000	15521 66400 Cap Out-Vehicles	\$270,000
Exhibits Attached (copies of original agreements)		
1. TIPS Contract 240102	TIPS Contract 240102.pdf	
2. TIPS Contract Pricing	TIPS Contract Pricing.pdf	

TIPS VENDOR AGREEMENT

TIPS RFP 240102 Emergency Responder Supplies, Equipment, and Services

The following Vendor Agreement (“Agreement”) creates a legal agreement between The Interlocal Purchasing System (“TIPS”), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

PROLOGIC ITS, LLC

(ENTER ENTITY NAME]

its owners, agents, subsidiaries, and affiliates (together, “Vendor”) (individually, “Party”, and collectively the “Parties”) and this agreement shall exclusively govern the contractual relationship (“Agreement”) between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer’s jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS (“TIPS Members”) may elect to “piggyback” off of TIPS’ procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.
2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.
3. **Definitions.**
 - a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.
 - b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.
4. **Entire Agreement.** This Agreement resulted from TIPS posting a “TIPS Solicitation” (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor’s entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor’s proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.
5. **Vendor’s Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor’s specific “Sale Terms” (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

- 6. Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.
- 7. Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.
- 8. TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.
- 9. Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.
- 10. Reporting TIPS Sales.** Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.
- 11. TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor.

within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

- 12. Term of the Agreement.** This Agreement with TIPS is for approximately three years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be three-years from the Term Calculation Start Date.

Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "three-year" term, (which is subject to an extension(s)) will be May 31, 2026 in this example.

Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

Example of Option(s) for Renewal: In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2026, then the one-year renewal is effective from May 31, 2026 to May 31, 2027.

TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

- 13. TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

- 14. Indemnification of TIPS.** VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN

WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).

- 15. Indemnification and Assumption of Risk – Vendor Data.** VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 14 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.
- 16. Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 14 and 15 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.
- 17. Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.
- 18. Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General

within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

- 19. Vendor's Authorized Resellers.** TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.
- 20. Circumvention of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.
- 21. State of Texas Franchise Tax.** By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.
- 22. Termination.**
- A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.
 - B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
 - C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If Vendor terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
 - D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This

termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term.

- E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

- 23. Survival Clause.** It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.
- 24. Audit Rights.** Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.
- 25. Conflicts of Interest.** The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.
- 26. Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.
- 27. Compliance with the Law.** The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.
- 28. Severability.** If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.
- 29. Force Majeure.** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.
- 30. Immunity.** Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses,

remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

- 31. Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability: \$1,000,000 each Occurrence/Aggregate

Automobile Liability: \$300,000 Includes owned, hired & non-owned

Workers' Compensation: Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.

Umbrella Liability: \$1,000,000 each Occurrence/Aggregate

- 32. Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.
- 33. Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.
- 34. Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.
- 35. Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.
- 36. Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.
- 37. Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.
- 38. Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

- 39. Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.
- 40. Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.
- 41. Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.
- 42. Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.
- 43. Minimum Site Requirements for TIPS Sales (*when applicable to TIPS Sale*).**

Cleanup: When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered Sex Offender Restrictions: For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety Measures: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking: Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

- 44. Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.
- 45. Marketing.** Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to tips@tips-usa.com. For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at marketing@tips-usa.com, before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art,

music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to utilize said Property in the joint marketing efforts. Vendor agrees that they shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property.

- 46. Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.
- 47. Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.
- 48. Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.
- 49. Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.
- 50. Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.
- 51. Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

**TIPS VENDOR AGREEMENT SIGNATURE
FORM TIPS RFP 240102 Emergency Responder
Supplies, Equipment, and Services**

Vendor Name: PROLOGIC ITS, LLC

Vendor Address: 106 NORTHPOINT PARKWAY, BUILDING 2, SUITE 350

City: ACWORTH State: GA Zip Code: 30102

Vendor Authorized Signatory Name: PAUL SPRAYBERRY

Vendor Authorized Signatory Title: MANAGING PARTNER

Vendor Authorized Signatory Phone: 866-932-0513, EXT. 102

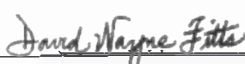
Vendor Authorized Signatory Email: PAUL.SPRAYBERRY@PROLOGICITS.COM

Vendor Authorized Signature:  Date: 1/31/24

(The following is for TIPS completion only)

TIPS Authorized Signatory Name: Dr. David Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature:  Date: 3/19/2024

TIPS 240102 Emergency Responder Supplies, Equipment, and Services	PROLOGIC ITS, LLC
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TIPS PRICING FORM 1 - GOODS/ITEMS PRICING

TIPS permits Vendors to utilize either or both of the two goods/items pricing proposal options (and sub-options) identified below with the “Discount-Off Catalog” option being much more optimal, usable, and preferred to the "Cost-Plus Markup Option." Vendor is welcome to propose either or both options, and with either option Vendor is able to update their pricing and add/remove items during the life of the contract. It is Vendor’s responsibility to ensure that all items listed, whether by description, product number, SKU, UPC or other, fall within the scope of this solicitation category. Please read the "Vendor Pricing Submission" portion of the solicitation document before submitting questions about this form to TIPS.

Option 1 - Discount-Off Catalog Method

This goods/items pricing proposal method is highly preferred over the “Cost-Plus Markup Method” because it is versatile and allows Vendor to efficiently add and update its goods/items pricing and does not automatically prohibit federal fund purchases. Vendor is asked in the attribute questions within the eBid System to propose a minimum discount off of their catalog pricing. Any discount from 0% to 100% is an appropriate response. Then, under this pricing proposal method, Vendor is permitted to provide its “Catalog Pricing” to TIPS in a number of ways, described in Section "A" and Section "B" below. Vendor's minimum discount will always be applied to TIPS "Catalog Pricing" provided herein.

SECTION "A" - Providing “Catalog Pricing” through Line-Item Pricing

If Vendor desires to list the "catalog pricing" of goods/items that you sell by line-item, you are welcome to do so here in Section “A” of Pricing Form 1. You are welcome to modify the columns and column titles as long as TIPS can identify the item’s name and “catalog price.” Please note that if you are awarded with this type of pricing submission, you will be able to update the pricing and add/remove items within the category as long as you honor any applicable discounts originally proposed. Specific discounts offered for any brand or item must be honored for the life of the contract.

Product Name	Product #	Description	Units description - (each, dozen, hour, day, etc)	MSRP or Catalog Pricing	% Discount (Greater than Minimum Discount offered in Attribute Except in Limited Circumstances. See Attribute.)	TIPS Price
Example 1: Widget A	12345AB	gadget part	each	\$100.00	15.00%	\$85.00
Example 2: All Acme Product Line	see Acme catalog located at www.Acme.com	All Acme products available from our company		see Acme catalog located at www.Acme.com	10.00%	
Example 3: All Acme Product Line	Catalog pricing to be provided upon request	All Acme products available from our company		Catalog pricing to be provided upon request	10.00%	

Insert Line-items below this line. You may add cells as needed.

Product Name	Product #	Description	Units description - (each, dozen, hour, day, etc)	MSRP or Catalog Pricing	% Discount (Greater than Minimum Discount offered in Attribute Except in Limited Circumstances. See Attribute.)	TIPS Price
All Traffic Solutions	See available products at https://www.alltrafficsolutions.com/	Smart parking and traffic management	each	\$100.00	3.00%	\$97.00
American Aluminum	https://ezrideronline.com/	Specialized Public Safety Vehicle Solutions (Metal)	each	\$100.00	10.00%	\$90.00
Avigilon	security-systems?msclkid=83ae3b59747e1d463ed75eeab64c9d9a&utm_source=bing&utm_medium=cpc&utm_campaign=Bing-Brand_NA-EN&utm_term=avigilon&utm_content=	End to End Security Solutions		\$100.00	15.00%	\$85.00
Axis	See available products at https://www.axis.com/en-us/products/bodyworn	Body Cameras	each	\$100.00	5.00%	\$95.00
B2M Solutions	https://b2msolutions.com/	Enterprise Mobility Intelligence		\$100.00	3.00%	\$97.00

Big Sky Racks	See available products at https://bigsky racks.com/	Vehicular Mounting Systems	each	\$100.00	3.00%	\$97.00
Blac-Rac	See available products at https://blacrac.com/	Vehicular Mounting Systems	each	\$100.00	3.00%	\$97.00
Blue Sea Systems	See available products at http://pod.delzer.com/powerproducts/bss_cat/	Power Systems and Components	each	\$100.00	10.00%	\$72.00
Briefcam	https://www.briefcam.com/	Video Analytics for Public Safety		\$100.00	7.00%	\$93.00
Brother	See available products at https://www.brother-usa.com/business	Rugged Printers	each	\$100.00	3.00%	\$97.00
ClearTouch	https://www.getcleartouch.com/	Interactive Touch Screen Panels		\$100.00	7.00%	\$93.00

Code 3	See available products at https://www.code3esg.com/us/en	Lighting Systems	each	\$100.00	36.00%	\$64.00
Cohesity	www.cohesity.com	AI Powered data security and management solutions		\$100.00	8.00%	\$92.00
Cradlepoint	See available products at https://cradlepoint.com/public-safety/	Routers/Wireless Edge Solutions	each	\$100.00	3.00%	\$97.00
CrowdStrike	See available products at https://www.crowdstrike.com/	Mobile Device Management and Endpoint Protection Solutions	each	\$100.00	3.00%	\$97.00
Dahua	See available products at https://us.dahuasecurity.com/	Security and Safety Technologies	each	\$100.00	3.00%	\$97.00
Decked	www.decked.com	Drawer Systems, Cargo Glide, Tool Boxes		\$100.00	12.00%	\$88.00
EAGL Technology	https://eagltechnology.com/	Gunshot Detection		\$100.00	3.00%	\$97.00
Extend-o-Bed	See available products at https://www.extendobed.com/	Sliding Truck Beds	each	\$100.00	3.00%	\$97.00
Federal Signal	See available products at https://www.fedsig.com/	Limited to sales in Alabama, Florida, and Georgia only	each	\$100.00	45.00%	\$55.00
Gamber Johnson	See available products at https://www.gamberjohnson.com/	Rugged Mounting Systems	each	\$100.00	46.00%	\$54.00
Genetec	See available products at https://www.genetec.com/	IP Surveillance, Automatic License Plate Recognition, Access Control	each	\$100.00	3.00%	\$97.00
Getac Video	https://www.getac.com/us/getac-video-solutions/	Body and In-Car Video Solutions	each	\$100.00	3.00%	\$97.00
Go Rhino Public Safety	See available products at https://www.gorhino.com/currentcatalog	Aftermarket Vehicle Parts	each	\$100.00	3.00%	\$97.00
Innovative Emergency Equipment	https://www.idsmp.com/contact-us/	Custom Emergency Vehicle Equipment (Metal)		\$100.00	15.00%	\$85.00

iPro	www.i-pro.com	Surveillance, In Car Video, Body Worn		\$100.00	7.00%	\$93.00
Jotto Desk	Jotto Public Safety (gojotto.com)	(Duplicate % off we did for ALEA)		\$100.00	18.00%	\$82.00
Magnetic Mic	See available products at https://magneticmic.com/	Universal mic clip	each	\$100.00	15.00%	\$77.00
OPS Public Safety	See available products at https://opspublicsafety.com/	Emergency Vehicle Storage Solutions	each	\$100.00	3.00%	\$97.00
Panasonic Toughbooks	See available products at https://opspanasonictoughbooks.com/	Toughbooks	each	\$100.00	1.00%	\$99.00
Panorama Antennas	See available products at https://panorama-antennas.com/	Antennas	each	\$100.00	3.00%	\$97.00
Parsec Technologies	See available products at https://parsec-t.com/	5G, 4G, LTE, CBRS, and GPS antennas	each	\$100.00	3.00%	\$97.00
Printek	See available products at https://www.printek.com/	Portable Printers	each	\$100.00	3.00%	\$97.00
Ram Mounts	https://www.rammount.com/	Mobile Mounting Solutions	each	\$100.00	3.00%	\$97.00
Safety Vision	http://www.safetyvision.com/first-responders-ems	Mobile Surveillance and Video Technology	each	\$100.00	3.00%	\$97.00
Santa Cruz Gunlocks	https://santacruzgunlocks.com/	Modular Weapon Mounting Systems	each	\$100.00	3.00%	\$97.00
Sho-Me Able 2 Lighting	https://www.able2products.com/	Lights and Sirens	each	\$100.00	3.00%	\$97.00
Sierra Wireless	https://www.sierrawireless.com/	Wireless modules, Gateways, Routers, SIMs, and IoT	each	\$100.00	3.00%	\$97.00
Stalker Radar by Applied Concepts	https://www.stalkerradar.com/	Police Radar, Lidar, Radar Trailers, Sports Radar and Speed Sensors	each	\$100.00	3.00%	\$97.00
Stop Stick	https://www.stopstick.com/	Tire Deflation Solutions	each	\$100.00	3.00%	\$97.00
Taoglas	https://www.taoglas.com/	Advanced Antennas and Next-Generation IoT Solutions	each	\$100.00	3.00%	\$97.00
Tiger Tough	https://www.tigertough.com/	Seat Covers	each	\$100.00	15.00%	\$85.00
Troy	https://troyproducts.com/public-safety/partitions/	Partitions and Barriers for Police and Public Safety Vehicles	each	\$100.00	3.00%	\$97.00
Truck Vault	https://truckvault.com/	Vehicle Equipment Storage Solutions	each	\$100.00	3.00%	\$97.00
Verkada	https://www.verkada.com/	Cameras and Accessories	each	\$100.00	10.00%	\$90.00
Wanco	https://www.wanco.com/	Variable Message Trailers and Accessories	each	\$100.00	3.00%	\$97.00
Westin Public Safety	https://www.westinautomotive.com/	Vehicle Accessories	each	\$100.00	36.00%	\$64.00

Will Burt	https://www.willburt.com/	Integrated Towers and Masts for Lighting, Communication, and Surveillance	each	\$100.00	3.00%	\$97.00
Wireless Guardian	https://wirelessguardian.com/	AI Powered Retail and public safety software solutions		\$100.00	3.00%	\$97.00
Zebra	https://www.zebra.com/us/en.html	High Performance Tablets and Rugged Printers	each	\$100.00	13.00%	\$87.00
Vendor may insert additional cells as needed.						

SECTION "B" - Alternative Methods of Providing "Catalog Pricing"

<u>Alternative Method of Providing Catalog</u>	<u>Description of Alternative Method of Providing Catalog</u>	<u>Vendor's Selection of Alternative Method of Providing Catalog - Mark the option that Vendor Selects</u>				
1. Catalog Pricing is Included in Proposal	If Vendor already has "Catalog Pricing" documents or files compiled, Vendor may check the cell to the right and include a note directing TIPS to please view those documents/files. (Ex. X – Please see "Catalog Pricing" in uploaded document entitled "2022-2023 Vendor Catalog.") Please note that if you are awarded with this type of pricing submission, you will be able to update the pricing and add/remove items within the category as long as you honor any applicable discounts originally proposed.	Place "X" in this cell if "Catalog Pricing is included in Proposal" is Vendor's selection.				

2. Link to Catalog Pricing	If Vendor already has “Catalog Pricing” published at an online location, Vendor may check the cell to the right and include the link to their online “Catalog Pricing.” If a login is required to access the “Catalog Pricing” located at that link, please provide that login information in the neighboring cell. (Ex. X – Please see “Catalog Pricing” at www.tips-usa.com, login information is Username: TIPS Password: 123456.) Please note that if you are awarded with this type of pricing submission, you will be able to update the online pricing and add/remove items within this category as long as you honor any applicable discounts originally proposed.	Place link to your "Catalog Pricing" in this cell if "Link to Catalog" is Vendor's selection.	If applicable, provide login information to online "Catalog Pricing" link			
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3. Vendor Shall Provide “Catalog Pricing” Upon Request	If Vendor does not have comprehensive “Catalog Pricing” documents or links readily available, Vendor may check the cell to the right ensuring that such required “Catalog Pricing” will be provided to TIPS upon request. Per the following example, this option is viable but may slow down the TIPS Sale process as follows. (Ex. Vendor is awarded and is making its first TIPS Sale to Sunny ISD, Sunny ISD sends its TIPS PO to TIPS for pricing compliance review. TIPS will then request that Vendor provide documentation of “Catalog Pricing” for the line items included in the PO before TIPS can process the PO and send to Vendor for fulfillment.) Please note that if you are awarded with this type of pricing submission, you will always be able to provide the most current pricing for each item within this category but you will still be required to honor any applicable discounts originally proposed.	Place "X" in this cell if Vendor agrees to provide "Catalog Pricing" upon request from TIPS.				
Option 2 - Cost-Plus Markup Method						
This goods/items pricing proposal method is not recommended because many TIPS Members are prohibited from utilizing Vendors with a Cost-Plus Markup Pricing submission, especially when using federal funds. Vendor cannot be listed as federally compliant for TIPS purposes if Vendor utilizes this method. If Vendor has read through the entirety of the “Discount-Off Catalog Method” description above and has determined that none of those options are a possibility, then Vendor may use this method which requires that Vendor propose a maximum mark-up percentage in this proposal and then provide TIPS with proof of cost for each item at the time of each TIPS Sale.						

<u>Cost-Plus Markup Method</u>	If Vendor desires to utilize this method, Vendor may enter its maximum markup percentage the cell provided to the right. Please note that this is a maximum percentage and you may always have a lesser markup on a TIPS Sale. You will be required to provide proof of cost to TIPS for every item sold under the TIPS Contract. (Ex. Vendor is awarded and is making its first TIPS Sale to Sunny ISD, Sunny ISD sends its TIPS PO to TIPS for pricing compliance review. TIPS will then request that Vendor provide documentation of Vendor's cost for the line items included in the PO before TIPS can process the PO and send to Vendor for fulfillment.) Please note that if you are awarded with this type of pricing submission, you will always be able to provide the most current cost for each item within this category but you will not be permitted to sell it to TIPS Members for a greater markup than what Vendor provides herein.	<u>Vendor's Percentage Markup:</u>	Place Vendor's proposed percentage markup in this cell if utilizing the "Cost-Plus Markup Method.
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TIPS TIPS 240102 Emergency Responder Supplies, Equipment, and Services	PROLOGIC ITS, LLC
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TIPS PRICING FORM 2 - SERVICE PRICING

Please note that Vendor’s “Minimum Percentage Discount Offered” proposed in the attribute questions shall apply to services proposed with the exception of vendor travel passed through at actual cost or GSA allowable rates. If Vendor does not seek to offer services under this contract, Vendor may type "N/A" on this form and submit. If Vendor desires to offer services under this TIPS Contract, the “Catalog Pricing” for those services must either be listed within this form as instructed, otherwise included within Vendor's proposal, or properly added during the life of the awarded contract. All services must be provided in some unit cost (Ex. Per Hour, Per Person, Per Day, etc.). If Vendor already has service “Catalog Pricing” documents, links, or files compiled, Vendor may include a note on Pricing Form 2 directing TIPS to please view those documents/links/files. (Ex. X – Please see “Service “Catalog Pricing” in uploaded document entitled “2022-2023 Vendor Service Pricing.”).

Providing Service "Catalog Pricing" through Pricing Form 2 Line-Item Pricing

If Vendor desires to list the services that Vendor sells by line-item, Vendor is welcome to do so below in this Pricing Form 2. All services must be provided in some unit cost (Ex. Per Hour, Per Person, Per Day, etc.). You are welcome to modify the columns and column titles as long as TIPS can identify the service being offered by name, unit-type, and “catalog price” of the service. Please note that if you are awarded after submitting your service pricing on this form, you will be able to update the pricing and add/remove services within the category as long as you honor any applicable discounts originally proposed. If Vendor already has service “Catalog Pricing” documents, links, or files compiled, Vendor may include a note below directing TIPS to please view those documents/links/files. (Ex. X – Please see “Service “Catalog Pricing” in uploaded document entitled “2022-2023 Vendor Service Pricing.”) Please note that if you are awarded after submitting your service pricing through other documents/links/files, you will be able to update the pricing and add/remove services within this category as long as you honor any applicable discounts originally proposed.

Service Name	Service Description	Specify Unit Type -(Ex. Per Hour, Per Person, Per Day, etc.)	Unit Pricing Not-to-Exceed	% Discount (Greater than Minimum Discount offered in Attribute Except in Limited Circumstances. See Attribute.)	TIPS Price - Not to Exceed
Example 1: Installation	Tech Level 1 Installation	Hourly/Tech	\$100.00/hour/tech	5.00%	\$95.00/hour/tech
Example 2: Installation	Tech Level 2 Installation	Hourly/Tech	\$150.00/hour/tech	5.00%	\$142.50/hour/tech
Example 3: Mileage	Travel by Car to installation location	Per Person/Per Mile	GSA allowable rate at the time of service. See https://www.perdiem101.com/mileage .	0.00%	GSA allowable rate at the time of service. See https://www.perdiem101.com/mileage .
Example 4: Travel	Travel to installation location	Per Person/Per Hour	50% of regular hours Installation Charge	5.00%	45% of regular hours Installation Charge
Example 5: Flights	Travel by Flight to Installation	Per Person	Actual Cost of Flight	0.00%	Actual Cost of Flight
Example 6: Custom Design Services	Custom Design	Per Designer/Per Square Foot	Not-to-Exceed \$200/Square Foot	5.00%	Not-to-Exceed \$190/Square Foot
Example 7: Training	Training Client on Use of Product	Per Trainer/Per Hour	Not-to-Exceed \$20.00/Trainer/Hour	5.00%	Not-to-Exceed \$19.00/Trainer/Hour
Insert Line-items below this line. You may add cells as needed.					

				% Discount (Greater than Minimum Discount offered in Attribute Except in Limited Circumstances. See Attribute.)	
Service Name	Service Description	Specify Unit Type -(Ex. Per Hour, Per Person, Per Day, etc.)	Unit Pricing Not-to-Exceed		TIPS Price - Not to Exceed
In-Car Video	Installation Services	Unit	\$1,689.00	32.00%	\$1,148.52
Routers	Installation Services	Unit	\$624.00	32.00%	\$424.32
Modems	Installation Services	Unit	\$624.00	32.00%	\$424.32
Antennas	Installation Services	Unit	\$258.00	32.00%	\$175.44
Dock Swap	Installation Services	Unit	\$258.00	32.00%	\$175.44
Pole Mounted Docking Station	Installation Services	Unit	\$467.00	32.00%	\$317.56
GPS Tracking Devices	Installation Services	Unit	\$229.00	32.00%	\$155.72
Radios	Installation Services	Unit	\$624.00	32.00%	\$424.32
Vendor may insert additional cells as needed.					



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, November 12, 2024		
Agenda Item Name		
Piggyback Purchase <i>Police Vehicles</i>		
Requested Action		
Requesting approval to purchase from the Florida Sheriffs Association contract number FSA24-VEL32.0 with Garber Ford and Seminole Toyota to purchase One (1) Chevy Traverse, One (1) Ford Explorer, Nine (9) Ford Explorers, and One (1) Toyota Sienna Van in the total budgeted amount of \$572,213.05.		
Staff Report		
The Procurement Services Department and the Police Department recommend approval of the above action. 4 Ford Explorers are replacement vehicles for patrol officers that are at 100,000 miles or approaching the same and the cost of maintaining the vehicle is no longer fiscally responsible. 5 of the Ford Explorers are for the 5 new police officers approved in budget. The Chevy Traverse is a replacement vehicle for the Crime Suppression Unit (CSU) supervisor. 1 Ford Explorer is a replacement vehicle for our K9 vehicle. The Sienna Van is a replacement of a 2009 Malibu for CSU. All vehicles being replaced will be surplussed or may be utilized as a spare depending on their condition. The Procurement Services Department sought a contract from the Florida Sheriffs Association to purchase One (1) Chevy Traverse, One (1) Ford Explorer, Nine (9) Ford Explorers, and One (1) Toyota Sienna Van. The Procurement Services Department issued a Request for Interest (RFI) number 25-033 to notify local vendors of the City's intent to purchase from another governmental entity contract. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Procurement Services Department received no interest. Based on this, staff recommends that the City Council approve the purchase of the Florida Sheriffs Association contract. The Florida Sheriffs Association contract was obtained through a fully competitive solicitation and complies with the City of Clermont Procurement Policy. The use of piggyback contracts is allowed under the Procurement Policy, Section E.9, and is a procurement best practice that takes advantage of competitive pricing on a contract formerly bid by another government agency. The Procurement Services Department has determined that using piggyback contracts is advantageous and in the City's best interest to reduce administrative time and expense while providing favorable pricing. Approval of this contract does not commit the City to purchases or require that the contract be utilized. Each Department budgets purchases associated with piggyback contracts. The estimated annual value does not represent the budgeted amount by a department.		
Additional Analysis		
Fiscal Impact Summary		
The vehicle purchases are included in the current year's approved budget. Replacement vehicles are funded by the Infrastructure Fund and the vehicles for new officers are funded by the Police Impact Fee Fund.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$328,650.30	12521-66400 Police Vehicles	\$523,830
\$243,562.75	15521-66400 Police Vehicles	\$270,000
Exhibits Attached (copies of original agreements)		

1.	Garber Fleet Sales - Chevy Traverse	Garber Fleet Sales - Chevy Traverse.pdf
2.	Garber Fleet Sales - 9 Ford Explorer Interceptors	Garber Fleet Sales - 9 Ford Explorer Interceptors.pdf
3.	Garber Fleet Sales - K9 Ford Explorer	Garber Fleet Sales - K9 Ford Explorer.pdf
4.	Seminole Toyota - Sienna Van	Seminole Toyota - Sienna Van.pdf
5.	RFI 25-033	RFI 25-033.pdf



CLERMONT POLICE DEPT

Specification #	212
Unit Description	1LB56

Prepared for:

Prepared by:

10/25/2024

CLERMONT POLICE DEPT

ATTN: LT NICK BLOOM

NBLOOM@CLERMONTFL.ORG

352.394.5588

ORDER

Garber Chevrolet GMC Truck Inc.

Todd Brandt

(904) 264-2442 ext.2348 FAX: (904) 284-0054

3340 Hwy 17 Green Cove Springs, FL 32043

tbrandt@garberautomall.com



Florida Sheriff's Association

Prices are published by the Florida Sheriffs Association (www.flsheriffs.org)
Purchasing contract number is FSA24-VEL32.0 Pursuit Administrative & Other Vehicles, expiring September 30th, 2025. If you have any questions regarding this quote please call!

		Base Price		
1LB56	2025 Chevrolet Traverse LT FWD, 1LB56			\$37,596.00
Codes	Optional Equipment	Unit Price	OEM Discount 2.00%	Net Price
FWD/1LT	LS PACKAGE NOT AVAILABLE ANY LONGER	0.00	0.00	\$0.00
LK0	Engine, 2.5L Turbo DOHC SIDI with Variable Valve Timing (VVT)	Included		\$0.00
MF8	Transmission, 8-speed automatic	Included		\$0.00
GB8	Solid Exterior Paint: Mosiac Black	Included		\$0.00
HQB	LT Jet Black, Premium cloth seat trim	Included		\$0.00
ABE	Seating, 7-passenger (2-2-3 seating configuration) (STD)	Included		\$0.00
				\$0.00
				\$0.00
YTAG	Yellow City Tag	116.55		\$116.55
3K X2	Two Additional Key and Key Fob; Cut and Programmed	550.00		\$550.00
DEL	Delivery	Included		\$0.00
TOTAL PURCHASE AMOUNT PER VEHICLE				\$ 38,262.55



CLERMONT POLICE DEPT

Specification #	204
Unit Description	INTERCEPTOR ECOBOOST K8A/99C

Prepared for:

Prepared by:

11/1/2024

CLERMONT POLICE DEPT

ATTN: LT NICK BLOOM

NBLOOM@CLERMONTFL.ORG

352.394.5588

ORDER

Garber Ford, Inc.

Todd Brandt

(904) 264-2442 ext.2348 FAX: (904) 284-0054

3380 Hwy 17 Green Cove Springs, FL 32043

tbrandt@garberautomall.com



Florida Sheriffs Association

Prices are published by the Florida Sheriffs Association (www.flsheriffs.org) Purchasing contract number is FSA24-VEL32.0 Pursuit, Administrative & Other Vehicles, expiring September 30th, 2025. If you have any questions regarding this quote please call!

CENTRAL ZONE				
K8A/99C	2025 Ford Police Interceptor Utility AWD Ecoboost, K8A			\$46,823.00
Codes	Optional Equipment	Unit Price		Net Price
500A	POLICE PACKAGE	0	\$0.00	\$0.00
99C	3.0L ECOBOOST ENGINE	0	\$0.00	\$0.00
44U	10-SPEED AUTOMATIC TRANSMISSION	0	\$0.00	\$0.00
UM	SOLID EXTERIOR PAINT: AGATE BLACK	0	\$0.00	\$0.00
96	CLOTH BUCKETS W/REAR VINYL: CHARCOAL BLACK	0	\$0.00	\$0.00
51R	DRIVERS SPOTLAMP	0	\$0.00	\$0.00
60A	GRILLE PREWIRING	0	\$0.00	\$0.00
55F	KEYLESS ENTRY PACKAGE W/4 KEYS/FOBS	0	\$0.00	\$0.00
55B	BLIND SPOT INFORMATION SYSTEM	0	\$0.00	\$0.00
86T	PREDRILL HOLE IN TAIL LAMP	0	\$0.00	\$0.00
43D	DARK CAR	0	\$0.00	\$0.00
17A	REAR AC/HEAT	0	\$0.00	\$0.00
68G	REAR DOOR HANDLE AND LOCKS INOP	80	(\$2.00)	\$78.00
				\$0.00
	DEALER INSTALLED OPTIONS:			\$0.00
	PAINT DOORS ONLY WHITE	1695		\$1,695.00
YTAG	YELLOW CITY TAG	116.55		\$116.55
DEL	DELIVERY	Included		\$0.00
				\$ 48,712.55
				X9
			TOTAL	\$438,412.95



CLERMONT POLICE DEPT

Specification #	204
Unit Description	INTERCEPTOR ECOBOOST K8A/99C

Prepared for:

Prepared by:

11/1/2024

CLERMONT POLICE DEPT

ATTN: LT NICK BLOOM

NBLOOM@CLERMONTFL.ORG

352.394.5588

ORDER

Garber Ford, Inc.

Todd Brandt

(904) 264-2442 ext.2348 FAX: (904) 284-0054

3380 Hwy 17 Green Cove Springs, FL 32043

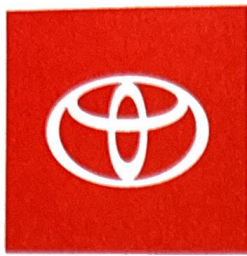
tbrandt@garberautomall.com



Florida Sheriffs Association

Prices are published by the Florida Sheriffs Association (www.flsheriffs.org) Purchasing contract number is FSA24-VEL32.0 Pursuit, Administrative & Other Vehicles, expiring September 30th, 2025. If you have any questions regarding this quote please call!

CENTRAL ZONE				
K8A/99C	2025 Ford Police Interceptor Utility AWD 3.0L Ecoboost, K8A			\$46,823.00
		Unit Price	Net Price	
Codes	Optional Equipment			
500A	POLICE PACKAGE	0	\$0.00	\$0.00
99C	3.0L ECOBOOST ENGINE	0	\$0.00	\$0.00
44U	10-SPEED AUTOMATIC TRANSMISSION	0	\$0.00	\$0.00
UM	SOLID EXTERIOR PAINT: AGATE BLACK	0	\$0.00	\$0.00
96	CLOTH BUCKETS W/REAR VINYL: CHARCOAL BLACK	0	\$0.00	\$0.00
51R	DRIVERS SPOTLAMP	0	\$0.00	\$0.00
60A	GRILLE PREWIRING	0	\$0.00	\$0.00
55F	KEYLESS ENTRY PACKAGE W/4 KEYS/FOBS	0	\$0.00	\$0.00
55B	BLIND SPOT INFORMATION SYSTEM	0	\$0.00	\$0.00
86T	PREDRILL HOLE IN TAIL LAMP	0	\$0.00	\$0.00
43D	DARK CAR	0	\$0.00	\$0.00
17A	REAR AC/HEAT	0	\$0.00	\$0.00
68G	REAR DOOR HANDLE AND LOCKS INOP	80	(\$2.00)	\$78.00
				\$0.00
	DEALER INSTALLED OPTIONS:			\$0.00
	PAINT DOORS ONLY WHITE	1695		\$1,695.00
CGSP M910	EZ COOL GUARD SYSTEM PRO	1995	2HR	\$1,995.00
RESCUE	ADD HOT N POP RESCUE DOOR W/HEAT ALARM AND PAGER	1085	2HR	\$1,085.00
YTAG	YELLOW CITY TAG	116.55		\$116.55
LABOR	4HRS LABOR FOR EVT CERTIFIED INSTALLATION OF EQUIPMENT	500.00		\$500.00
DEL	DELIVERY	Included		\$0.00
				\$ 52,292.55



SEMINOLE
TOYOTA

WWW.SEMINOLETOYOTA.COM

Name: FLTVT, LLC dba Seminole Toyota
Address: 1160 Rinehart Rd
Sanford, FL 32771
Contact: Sam Bunte, 407-302-8863, sbunte@vtaig.com
Contract: FSA24-VEL32.0
Item #: FSA Item 57
Vehicle: Toyota Sienna LE AWD (model 5403)
Price: \$39,871
Options:
A/W Mats \$424

Total: \$40,295 each



REQUEST FOR INFORMATION

RFI 25-033

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

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

RELEASE DATE: November 1, 2024

DEADLINE FOR QUESTIONS: November 11, 2024

RESPONSE DEADLINE: November 11, 2024, 2:00 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 Police Vehicles

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

Attachments:

E - OpenGov Vendor Registration

1. Introduction

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

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

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

1.1. Summary

Intent to Utilize the Florida Sheriffs Association Contract to Purchase Police Vehicles

1.2. Contact Information

Ramsey Jimenez

Senior Procurement Agent

685 W Montrose St

Clermont, FL 34711

Email: rjimenez@clermontfl.org

Phone: [\(352\) 241-7353](tel:(352)241-7353)

Department:

Police

1.3. Timeline

Solicitation Release Date	November 1, 2024
Question Deadline	November 11, 2024, 1:00pm
Response Deadline	November 11, 2024, 2:00pm

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: Garber Ford and Seminole Toyota
- B. Contract Number and Title: FSA24-VEL32.0 Pursuit, Administrative, and Other Vehicles
- C. Length of Contract: Through September 30, 2025
- D. Product or Service Provided: One (1) Chevy Traverse, One (1) Ford Explorer, Nine (9) Ford Explorers, and One (1) Toyota Sienna Van
- E. Estimated Annual Expenditure: \$569,263.05

If you're a local vendor, please contact the Procurement Services Director by email prior to Monday, November 11, 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.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, November 12, 2024		
Agenda Item Name		
Piggyback Purchase <i>Police Vehicles</i>		
Requested Action		
Requesting approval to purchase from the State of Florida contract number 25100000-23-STC with Step One Automotive DBA Ford Crestview/ CDJR Fort Walton Beach to purchase three (3) Ford Explorers in the total budgeted amount of \$104,985.01.		
Staff Report		
The Procurement Services Department and the Police Department recommend approval of the above action. All vehicles are being purchased to replace vehicles that are at 100,000 miles or approaching the same and the cost of maintenance is not fiscally responsible. 2 SUVs are replacement vehicles for Patrol Lieutenants and one SUV is a replacement vehicle for a Detective. Vehicles being replaced from 2015, 2016 and 2012. The Procurement Services Department sought a contract from the State of Florida to purchase three (3) Ford Explorers. The Procurement Services Department issued a Request for Interest (RFI) number 25-034 to notify local vendors of the City's intent to purchase from another governmental entity contract. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Procurement Services Department received no interest. Based on this, staff recommends that the City Council approve the purchase from the State of Florida contract. The State of Florida contract was obtained through a fully competitive solicitation and complies with the City of Clermont Procurement Policy. The use of piggyback contracts is allowed under the Procurement Policy, Section E.9, and is a procurement best practice that takes advantage of competitive pricing on a contract formerly bid by another government agency. The Procurement Services Department has determined that using piggyback contracts is advantageous and in the City's best interest to reduce administrative time and expense while providing favorable pricing. Approval of this contract does not commit the City to purchases or require that the contract be utilized. Each Department budgets purchases associated with piggyback contracts. The estimated annual value does not represent the budgeted amount by a department.		
Additional Analysis		
Fiscal Impact Summary		
The vehicle purchase is included in the current year's approved budget and funded by the Infrastructure Fund.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$104,985.01	12521-66400 Police Vehicles	\$523,830
Exhibits Attached (copies of original agreements)		
1. Step One Automotive - 3 Ford Explorers	Step One Automotive - 3 Ford Explorers .pdf	
2. RFI 25-034	RFI 25-034.pdf	



REQUEST FOR INFORMATION

RFI 25-034

INTENT TO UTILIZE THE STATE OF FLORIDA CONTRACT TO PURCHASE POLICE VEHICLES

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

RELEASE DATE: November 1, 2024

DEADLINE FOR QUESTIONS: November 11, 2024

RESPONSE DEADLINE: November 11, 2024, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Clermont
REQUEST FOR INFORMATION
Intent to Utilize the State of Florida Contract to Purchase Police
Vehicles

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

Attachments:

E - OpenGov Vendor Registration

1. Introduction

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

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

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

1.1. Summary

Intent to Utilize the State of Florida Contract to Purchase Police Vehicles

1.2. Contact Information

Ramsey Jimenez

Senior Procurement Agent

685 W Montrose St

Clermont, FL 34711

Email: rjimenez@clermontfl.org

Phone: [\(352\) 241-7353](tel:(352)241-7353)

Department:

Police

1.3. Timeline

Solicitation Release Date	November 1, 2024
Question Deadline	November 11, 2024, 1:00pm
Response Deadline	November 11, 2024, 2:00pm

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: Step One Automotive Group DBA Ford Crestview/ CDJR Fort Walton Beach
- B. Contract Number and Title: 25100000-23-STC Motor Vehicles
- C. Length of Contract: Through November 8, 2025
- D. Product or Service Provided: Three (3) Ford Explorers
- E. Estimated Annual Expenditure: \$104,985.01

If you're a local vendor, please contact the Procurement Services Director by email prior to Monday, November 11, 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.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date	
Tuesday, November 12, 2024	
Agenda Item Name	
Piggyback Purchase Approval <i>Public Services Vacuum Excavation Truck</i>	
Requested Action	
Requesting approval to purchase from the Florida Sheriffs Association contract number FSA23-VEH21.0 with Pat's Pump & Blower to purchase a vacuum excavation truck for the budgeted amount of \$602,493.61.	
Staff Report	
The Procurement Services Department and the Public Services Department recommend approval of the above action. The Public Services Department requests Council approval of the purchase of a new high vacuum excavation vehicle for maintenance of city lift stations, manholes and sewer infrastructure. The current vacuum excavation vehicle is a 2011 model and is deteriorating rapidly due to the extensive use it receives. The current vacuum vehicle is 13 years of age and used daily for city sewer repairs and maintenance is 5 years past industry standard for replacement of such a vehicle with as much use. The purchase of a new high vacuum vehicle will allow personnel to effectively remove sand and grit in manholes and lift station wet wells, which will help to lengthen the time between major wet well maintenance projects. The new vacuum vehicle will be used during emergency main line breaks to help quickly complete repairs and will be utilized to assist with safe excavations during infrastructure repairs. This new vacuum vehicle will be used in conjunction with the current vehicle to help the division become more efficient in the maintenance of the growing number of lift stations and sewer manholes, throughout the city. The city currently maintains 93 lift stations and over 11,000 manholes. The requested purchase of this vehicle was approved during the 2024-2025 budget process by the council. The Procurement Services Department sought a contract from the Florida Sheriffs Association to purchase a vacuum excavation truck. The Procurement Services Department issued a Request for Interest (RFI) number 25-031 to notify local vendors of the City's intent to purchase from another governmental entity contract. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Procurement Services Department received no interest. Based on this, staff recommends that the City Council approve the purchase of the Florida Sheriffs Association contract. The Florida Sheriffs Association contract was obtained through a fully competitive solicitation and complies with the City of Clermont Procurement Policy. The use of piggyback contracts is allowed under the Procurement Policy, Section E.9, and is a procurement best practice that takes advantage of competitive pricing on a contract formerly bid by another government agency. The Procurement Services Department has determined that using piggyback contracts is advantageous and in the City's best interest to reduce administrative time and expense while providing favorable pricing. Approval of this contract does not commit the City to purchases or require that the contract be utilized. Each Department budgets purchases associated with piggyback contracts. The estimated annual value does not represent the budgeted amount by a department.	
Additional Analysis	
Fiscal Impact Summary	

The piggyback purchase of vehicles is included in the current year's approved budget.

Fiscal Impact		Fund Number and Description	Available Budget Amount
\$602,493.61		42535-66400 Sewer Vehicle	\$602,493.61
Exhibits Attached (copies of original agreements)			
1.	RFI 25-031	RFI 25-031.pdf	
2.	Clermont B-1450 B10 Hi Vac rev	Clermont B-1450 B10 Hi Vac rev.pdf	



REQUEST FOR INFORMATION

RFI 25-031

INTENT TO UTILIZE THE FLORIDA SHERIFFS ASSOCIATION CONTRACT TO PURCHASE VACUUM TRUCK

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

RELEASE DATE: October 31, 2024

DEADLINE FOR QUESTIONS: November 8, 2024

RESPONSE DEADLINE: November 8, 2024, 2:00 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 Vacuum Truck

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

Attachments:

E - OpenGov Vendor Registration

1. Introduction

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

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

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

1.1. Summary

Intent to Utilize the Florida Sheriffs Association Contract to Purchase Vacuum Truck

1.2. Contact Information

Ramsey Jimenez

Senior Procurement Agent

685 W Montrose St

Clermont, FL 34711

Email: rjimenez@clermontfl.org

Phone: [\(352\) 241-7353](tel:(352)241-7353)

Department:

Public Services - Environmental Svcs.

1.3. Timeline

Solicitation Release Date	October 31, 2024
Question Deadline	November 8, 2024, 11:00am
Response Deadline	November 8, 2024, 2:00pm

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: Pat's Pump & Blower
- B. Contract Number and Title: FSA23-EQU21.0: Heavy Equipment Spec #364
- C. Length of Contract: Through September 30, 2025
- D. Product or Service Provided: Aquatech B10 with Hi-Vac Freightliner chassis
- E. Estimated Annual Expenditure: \$606,293.61

If you're a local vendor, please contact the Procurement Services Director by email prior to Friday, November 8, 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.



2141 W. Church St | Orlando, FL 32805 | (407) 841-7867 | Fax 407 648-2096

To: City of Clermont Distributions Department
3335 Hancock Road
Clermont, FL 34711
Att: Adam Swanson

October 4th 2024

Re: New Aquatech B10 Acquisition

Thank you for the chance to work with you on your equipment needs. We are pleased to present our offer based on the **FSA23-EQU21.0: Heavy Equipment Spec #364**. Please review the following offer.

Item #372

Base Bid Item Price..... \$331,000.00

ADD OPTIONS SELECTED

Manufacturer Code Option Prices

AQUATECH MODULES

B10-1450: Upgrade from a B10 module to a B10-1450 w/ 1,450gal water capacity..... \$ 9,527.00

VACUUM SYSTEM

A383923-2: Pneumatic vacuum breaker..... \$ 5,708.00

A381920: Hibon model 840 (3800 CFM, 27" Hg)..... \$ 40,768.00

WATER SYSTEM

121002495: ½" x 75' high pressure gun & hose assembly w/ spring retracting reel..... \$ 4,543.00

121005969: Unloader control system side & rear..... \$ 7,688.00

A239902: Water purge / blowout system..... \$ 257.00

DEBRIS TANK

121005979: Dual floor flushers & tank flush..... \$ 6,145.00

NS-0034: Tank access steps to boom cleanout..... \$ 860.00

200050050: Rear door splash shield w/ splash bumper to include one tiger tail holder.... \$ 5,819.00

A384963: Debris door screen blank off plate..... \$ 700.00

A388575: Rear tow hooks..... \$ 503.00

WATER TANK

300003530: Dual side water fill system..... \$ 758.00

BOOMS

NS-0077: Boom mounted internal air/vac valve (flapper valve).....	\$ 2,447.00
200043000: 8" x 23' ball & socket extendable boom.....	\$ 10,484.00

HOSE REEL

A383276: Hose spring loaded with counter.....	\$ 1,083.00
A176110: 20' leader hose.....	\$ 372.00
A175252-3000-Pirana: Sewer hose 1" x 600' 3000 PSI.....	\$ 4,849.00

STORAGE

A180757-S: 48"W x 24"D x 24"H toolbox w/ shelf.....	\$ 1,398.00
A180555-S: 60"W x 24"D x 24"H toolbox w/ shelf.....	\$ 1,981.00
300004744: Tube Rack, Sliding, Vertical, BOC, 8Tube With Tool Storage.....	\$ 6,586.27

CONTROLS

A382557-6: Dual Camera Split Monitor Reversing Camera system.....	\$ 3,320.00
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LIGHTNING

A388569: Lightning package (3 debris tank strobes, 5 flood lights, 1 arrowboard, 1 handheld spotlight).....	\$ 7,304.00
--	-------------

MISCELLANEOUS

A176150: Additional 25' x 2-1/2" hydrant fill hose.....	\$ 334.00
A220260-CH-NC: Traffic cone holder (no cone).....	\$ 629.00
A220330: Hydrant wrench.....	\$ 77.00
J2203: 3" Flexible hose guide with 20' rope.....	\$ 127.00
A244263: 8" Tube handle.....	\$ 219.55
A388552: DOT Safety kit.....	\$ 420.79
Autolube: Auto lube system Groenveld.....	\$ 13,000.00
A383966: 4 x Extension tubes 8" x 8' ball & socket \$780.00 each	\$ 3,120.00
A383970: Intake tube 8" x 6' ball & socket.....	\$ 770.00

Commented [MOU1]:

SPECIFIED ADD FSA OPTIONS TOTAL: \$ 141,794.61

CHASSIS

Freightliner: Hi-Vac approved Freightliner chassis.....	\$ 152,000.00
--	---------------

NON-SPECIFIED FSA OPTIONS SUBJECT TO 1% CONTRACT DISCOUNT

CHASSIS upgrade

High Horse power Freightliner chassis Upgrade.....	\$ 20,763.00
Non-specified add FSA options total with 1% discount:	\$ 20,555.37

Aquatech B10:	\$ 331,000.00
Specified options:	\$ 141,794.61
Chassis:	\$ 152,000.00
Unspecified options:	\$ 20,555.37
Total:	\$ 645,349.98
Existing Customer Discount:	\$ 42,856.37
Grand Total:	\$ 602,493.61

MAINTENANCE PACKAGE & EXTENDED WARRANTY

MAINTENANCE: Yearly preventive maintenance. Includes: Four quarterly maintenance visits per year to renew filters, oils, fluids to service the body and chassis. Inspection report will be provided at the end of each visit and will detail any and all required repairs out of warranty coverage..... \$ 12,000.00

WARRANTY: Yearly extended warranty covering all parts and labor excluding wear items. Repairs are conducted in-house..... \$ 16,000.00

Respectfully,

Simon McKenna
Territory Sales Manager
Phone: (407) 242-5919
Fax: (407) 648-2096
Email: Simonm@patspump.com

SALES | SERVICE | INSTALLATION

2141 West Church Street, Orlando, FL 32805 | Phone: (407) 841-7867 | Fax: (407) 648-2096

www.patspump.com | Email: Simonm@patspump.com



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, November 12, 2024		
Agenda Item Name		
Piggyback Purchase Approval <i>Public Services</i>		
Requested Action		
Requesting approval to purchase from the Florida Sheriffs Association contract number FSA23-VEH21.1 with Container Systems and Equipment Company, Inc. to purchase a rear loader refuse truck for the budgeted amount of \$327,126.		
Staff Report		
The Procurement Services Department and the Public Services Department recommend approval of the above action. The Public Services Department annually reviews its fleet replacement schedule and determines which vehicles meet the criteria to be replaced. The criteria are repair costs, hours and mileage. This rear loader is a replacement for one that is currently in service. The replaced vehicle will be retained in a reserve status. This rear loader for the Sanitation Department was approved by council during the 2024-2025 budget process. The Procurement Services Department sought a contract from the Florida Sheriffs Association to purchase one (1) rear loader refuse truck. The Procurement Services Department issued a Request for Interest (RFI) number 25-026 to notify local vendors of the City's intent to purchase from another governmental entity contract. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Procurement Services Department received no interest. Based on this, staff recommends that the City Council approve the purchase of the Florida Sheriffs Association contract. The Florida Sheriffs Association contract was obtained through a fully competitive solicitation and complies with the City of Clermont Procurement Policy. The use of piggyback contracts is allowed under the Procurement Policy, Section E.9, and is a procurement best practice that takes advantage of competitive pricing on a contract formerly bid by another government agency. The Procurement Services Department has determined that using piggyback contracts is advantageous and in the City's best interest to reduce administrative time and expense while providing favorable pricing. Approval of this contract does not commit the City to purchases or require that the contract be utilized. Each Department budgets purchases associated with piggyback contracts. The estimated annual value does not represent the budgeted amount by a department.		
Additional Analysis		
Fiscal Impact Summary		
The piggyback purchase of the rear loader refuse truck is included in the current year's approved budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$327,126	49534-66400	\$350,000
Exhibits Attached (copies of original agreements)		
1. Clermont Rear Loader Quote Updated	Clermont Rear Loader Quote Updated.pdf	
2. RFI 25-026	RFI 25-026.pdf	

Container Systems

& Equipment Company, Inc.

DATE: October 16, 2024

TO: Brian Camp, City of Clermont

RE: Price quotation for 2025 Battle Motors Crew Cab Chassis w/ Loadmaster 31 cu. yd. rear loader body from the Sheriff's Contract Bid #FSA23-VEH21.1 (2023-2025)

Chassis:

Base Bid Specifications:

2025 Battle Motors LET2 (low entry tilt) chassis, 60,000 lbs. GVW, galvanized steel, 60 degree tilt, LED headlights, 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 mounted under cab, electric wipers, white paint, 5# fire extinguisher, warning triangle kit, parts and service thumb drive

Cummins ISX 320R- 320hp -1150 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, five electric cooling fans

Dana-Spicer D2000 - 20,000 lb. front axle, Dana-Spicer DS405P - 40,000 lbs. tandem rear axle, wide brake package

Hendrickson HN402 40,000lb. suspension, AD9EP air dryer, 80 gallon fuel tank, 10 gallon DEF tank

tires: front - 315/80R x 22.5 - 20 ply - Cooper RM230W 22.5" x 9.00" tires, steel wheels

rear - 11R 22.5 - 16 ply - Cooper RHA 22.5" x 8.25" tires, steel wheels

Cost:

\$ 212,700

Specification Adjustments for the City of Clermont

Change ISX engine to ISL9 350 horsepower (deduct)

- 8,190

Change to crew cab with 4 man seating

+ 4,800

Add double frame insert

+ 2,350

Upgrade to Dana D46-170P 46,000lb. rear axle with HMX-460 (46,000lb.) suspension

+ 2,000

Change front tires to 425/65R x 22.5" Hankook AM15

+ 1,194

Change rear tires to 315/80R x 22.5 -20 ply Cooper RM230W

+ 1,820

Add auto-neutral work brake system

+ 786

Change all wheels to aluminum

+ 1,516

Chassis Cost:

\$ 218,976

Body: Loadmaster 25 cu.yd. Excel body (on FSA contract)

\$ 96,700

Change body size to 31 cubic yards

+ 1,800

Add 1/4" AR400 hopper liner

+ 1,050

Upgrade body floor from 3/16" to 1/4"

+ 550

Upgrade to heavy duty packing blades

+ 525

Upgrade to 7 gauge ejector panel face sheet

+ 450

Add sweep blade liner

+ 420

Change to underbody front valve

+ 350

Change to 2" lowered hopper sill

+ 370

Add cordura wrap on hydraulic hoses

+ 340

Add 3" front body drain (drain behind ejector blade)

+ 280

Add LED strobes

+ 260

Add 5 gallon water cooler mounted under body

+ 430

Add under body tool box

+ 385

Add tailgate mounted shovel and broom holder

+ 190

Change to Chevron Clarity bio synthetic hydraulic oil

+ 1,950

Add Pro Vision rear view camera system

+ 2,150

Body cost

\$ 108,200

Chassis \$218,976 + Body 108,200 = \$327,126

\$ 327,126

TOTAL:

\$ 327,126

Delivery: 360-450 Days

Note: A Purchase Order issued based on this quote may be subject to a change order due to the volatility of the current price situation with manufacturers at the time of the vehicle completion. Body manufacturers have only be able to guarantee their pricing for 30 days. Chassis pricing is locked in because it gets ordered immediately. It is estimated that the overall cost for this unit in October FSA pricing will be approximately 5% higher.

Respectfully,

Ryan Williams



REQUEST FOR INFORMATION

RFI 25-026

INTENT TO UTILIZE THE FLORIDA SHERIFFS ASSOCIATION CONTRACT TO PURCHASE REAR LOADER REFUSE TRUCK

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

RELEASE DATE: October 23, 2024

DEADLINE FOR QUESTIONS: October 31, 2024

RESPONSE DEADLINE: October 31, 2024, 2:00 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 Rear Loader Refuse Truck

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

Attachments:

E - OpenGov Vendor Registration

1. Introduction

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

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

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

1.1. Summary

Intent to Utilize the Florida Sheriffs Association Contract to Purchase Rear Loader Refuse Truck

1.2. Contact Information

Ramsey Jimenez

Senior Procurement Agent

685 W Montrose St

Clermont, FL 34711

Email: rjimenez@clermontfl.org

Phone: [\(352\) 241-7353](tel:(352)241-7353)

Department:

Public Services - Public Works

1.3. Timeline

Solicitation Release Date	October 23, 2024
Question Deadline	October 31, 2024, 12:00pm
Response Deadline	October 31, 2024, 2:00pm

2. Response Procedures

2.1. Electronic Bidding System

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

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

2.2. Standard RFI

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

- A. Company Name: Container Systems and Equipment Company, Inc.
- B. Contract Number and Title: FSA23-VEH21.1 Heavy Trucks & Buses
- C. Length of Contract: Through September 30, 2025
- D. Product or Service Provided: 2025 Battle Motor Crew Cab Chassis Loadmaster rear loader body
- E. Estimated Annual Expenditure: \$327,126

If you're a local vendor, please contact the Procurement Services Director by email prior to Thursday, October 31, 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.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, November 12, 2024		
Agenda Item Name		
Piggyback Purchase and Budget Amendment <i>Public Services</i>		
Requested Action		
Requesting approval to purchase from Florida Sheriffs Association contract number FSA23-EQU21.0 with National Equipment Dealers, LLC. to purchase one (1) Front End Loader Cummins B6.7 in the amount of \$181,945.01 and budget amendment for the same amount.		
Staff Report		
The Procurement Services Department and the Police Department recommend approval of the above action. As a part of the Public Services Department preparations for Hurricane Milton, two large front end loaders were borrowed from contractors working with the City. These two loaders were deployed immediately after the storm passed and road clearing operations began. The two loaders proved to be the right equipment to do the job both quickly and efficiently. Because of these loaders, all roads were opened before night fall immediately after the storm passed. The Public Services Department is requesting to purchase a 2024 Hyundai loader through the Sheriffs contract along with a 3 cubic yard bucket, a root rake and a set of folks to unload materials. This loader was the least expensive of the four quotes that were collected. This loader would be in service for emergency operations as well as day-to-day uses such as loading materials, excavating and lifting items. The loader would be used by all Divisions within the Public Services Department, but primarily the Transportation, Construction and Grounds Divisions. The City of Clermont is seeking partial or complete reimbursement from FEMA as this would be a storm-related purchase. The Procurement Services Department sought a contract from the Florida Sheriffs Association to purchase One (1) Front End Loader, Cummins B6.7. The Procurement Services Department issued a Request for Interest (RFI) number 25-035 to notify local vendors of the City's intent to purchase from another governmental entity contract. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Procurement Services Department received no interest. Based on this, staff recommends that the City Council approve the purchase of the Florida Sheriffs Association contract. The Florida Sheriffs Association contract was obtained through a fully competitive solicitation and complies with the City of Clermont Procurement Policy. The use of piggyback contracts is allowed under the Procurement Policy, Section E.9, and is a procurement best practice that takes advantage of competitive pricing on a contract formerly bid by another government agency. The Procurement Services Department has determined that using piggyback contracts is advantageous and in the City's best interest to reduce administrative time and expense while providing favorable pricing. Approval of this contract does not commit the City to purchases or require that the contract be utilized. Each Department budgets purchases associated with piggyback contracts. The estimated annual value does not represent the budgeted amount by a department.		
Additional Analysis		
Fiscal Impact Summary		
The current year's approved budget does not have funds for this project/purchase/service. A budget amendment to the General fund in the amount of \$181,945.01 is recommended.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$181,945.01	10542-66401 Grounds Capital Equipment	\$0.00
Exhibits Attached (copies of original agreements)		

1.	RFI 25-035	RFI 25-035.pdf
2.	Quote	Quote.pdf



REQUEST FOR INFORMATION

RFI 25-035

INTENT TO UTILIZE THE FLORIDA SHERIFFS ASSOCIATION CONTRACT TO FRONT-END LOADER

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

RELEASE DATE: November 1, 2024

DEADLINE FOR QUESTIONS: November 11, 2024

RESPONSE DEADLINE: November 11, 2024, 2:30 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 Front-
End Loader

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

Attachments:

E - OpenGov Vendor Registration

1. Introduction

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

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

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

1.1. Summary

Intent to Utilize the Florida Sheriffs Association Contract to Front-End Loader

1.2. Contact Information

Ramsey Jimenez

Senior Procurement Agent

685 W Montrose St

Clermont, FL 34711

Email: rjimenez@clermontfl.org

Phone: [\(352\) 241-7353](tel:(352)241-7353)

Department:

Public Services - Public Works

1.3. Timeline

Solicitation Release Date	November 1, 2024
Question Deadline	November 11, 2024, 1:00pm
Response Deadline	November 11, 2024, 2:30pm

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: National Equipment Dealers, LLC
- B. Contract Number and Title: FSA23-EQU21.0 Equipment
- C. Length of Contract: Through September 30, 2025
- D. Product or Service Provided: Front End Loader Cummins B6.7
- E. Estimated Annual Expenditure: \$181,945.01

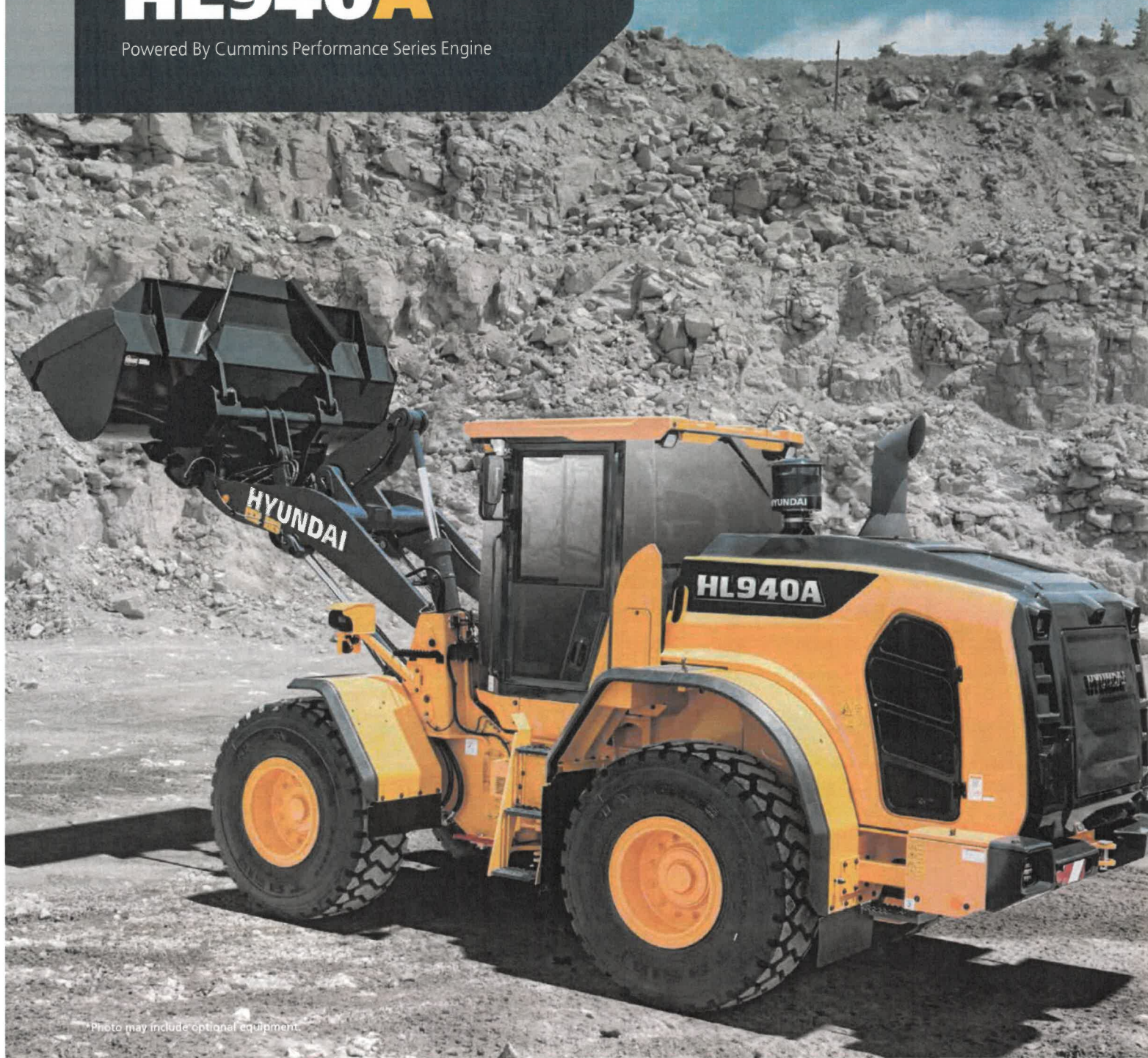
If you're a local vendor, please contact the Procurement Services Director by email prior to Monday, November 11, 2024 to advise whether your company can provide any of the products or services mentioned above.

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.

SPECIFICATIONS

HL940A

Powered By Cummins Performance Series Engine



Net Power
154 HP (115 kW) at 2,200 rpm

Operating Weight
13,601 kg (29,985 lb) -
13,862 kg (30,560 lb)

Standard Bucket
2.3 m³ (3.0 yd³) -
2.0 m³ (2.62 yd³)

 **HYUNDAI**
CONSTRUCTION EQUIPMENT

SPECIFICATIONS HL940A

ENGINE	
Maker / Model	CUMMINS / B6.7
Type	Tier 4F/ Stage V Emission Certified, 6 cylinder diesel engine with No Manual Regeneration.
Gross Power (SAE J1995)	156 HP (116 kW) at 2,200 rpm
Net Power (SAE J1349)	154 HP (115 kW) at 2,200 rpm
Max. Power	165 HP (123 kW) at 1,800 rpm
Peak Gross Torque (SAE J1995)	550 lbft (746 N-m) at 1,300 rpm
Displacement	6.7 L (408 cu in)

*Stage V & Tier 4 Final Certified

TRANSMISSION	
Torque Converter Type	3-Elements, Single-stage, Single phase
Tire	20.5 R25, ★ ★, L3
Travel Speed, km/h (mph)	4 speed T/M
Forward	1st 7.0 (4.3)
	2nd 12.8 (7.9)
	3rd 25.1 (15.6)
	4th 40.0 (24.9)
Reverse	1st 7.4 (4.6)
	2nd 13.5 (8.4)
	3rd 26.4 (16.4)

AXLES	
Drive System	Four-wheel drive system
Mount	Rigid front axle and oscillating rear axle
Rear Axle Oscillation	Oscillating ±11° degrees
Hub Reduction	Planetary reduction at wheel end
Differential	Conventional
Reduction Ratio	21.533

HYDRAULIC SYSTEM	
Type	Load sensing hydraulic system
Pump	Variable displacement piston pump, 39.3 gpm
Control Valve	2 spool (Bucket, Boom) 3 spool (Bucket, Boom, Aux)
System Pressure	4,061 psi (280 bar)
Lift Circuit	The valve has four functions: raise, hold, lower and float can adjust automatic kickout from horizontal to full lift.
Tilt Circuit	The valve has three functions: tilt back, hold and dump. Can adjust automatic bucket positioner to desired load angle.
Cylinder	Type : Double acting
	No. of cylinders-bore x stroke:
	Lift 2-110 × 738 mm (4.3" × 29")
	HL940A Tilt 125 × 560 mm (4.9" × 1' 10")
Cycle Time	HL940A XT Tilt 125 × 580 mm (4.9" × 1' 11")
	Raise: 5.5 sec, Dump: 1.9 sec Lower: 3.9 sec, Total: 11.3 sec

* Hyundai Bio Hydraulic Oil (HBHO) optional.

OVERVIEW			
Description		HL940A	HL940A XT
Operating Weight		13,601 kg (29,985 lb)	13,862 kg (30,560 lb)
Bucket Capacity	Heaped	2.3 m³ (3.0 yd³)	2.3 m³ (3.0 yd³)
	Struck	2.0 m³ (2.62 yd³)	2.0 m³ (2.62 yd³)
Breakout Force-Bucket		11,800 kg (26,015 lb)	11,940 kg (26,325 lb)
Tipping Load	Straight	10,471 kg (23,085 lb)	8,150 kg (17,970 lb)
	Full Turn	9,003 kg (19,850 lb)	7,050 kg (15,545 lb)

TIRES	
Type	Tubeless, loader design tires
Standard	20.5 R25, ★ ★, L3
Options Include	20.5-25 16PR L3
	20.5-25 16PR L5
	20.5 R25, ★, XHA

BRAKES	
Service Brakes	Hydraulically actuated, wet disc brakes actuate all 4 wheels Independent axle-by-axle system. Self adjusting & wheel speed brake.
Parking Brake	Spring-applied, hydraulically released brake
Emergency Brake	When brake oil pressure drops, Indicator light alerts operator and parking brake automatically applies.

STEERING SYSTEM	
Type	Load sensing hydrostatic articulated steering
Pump	Variable displacement piston pump, 149 lpm
System Pressure	210 bar (3,046 psi)
Cylinder	Double acting 2-65 × 429 mm (2.5" × 16.9")
Steering Angle	40° to both right and left angle, respectively
Features	Center-point frame articulation. Tilt and telescopic steering column.

SERVICE REFILL CAPACITIES	
Fuel Tank	220.0 liters (58 US gal)
Def Tank	30.1 liters (8.0 US gal)
Cooling System	37.0 liters (9.8 US gal)
Crankcase	18.0 liters (4.8 US gal)
Transmission	34.7 liters (9.2 US gal)
Front Axle	23.0 liters (6.1 US gal)
Rear Axle	23.0 liters (6.1 US gal)
Hydraulic Tank	90.0 liters (23.8 US gal)
Hydraulic System (Including Tank)	130.0 liters (34.3 US gal)

CABIN	
ROPS / FOPS Cabin Meet ISO 3471 and ISO 3449	

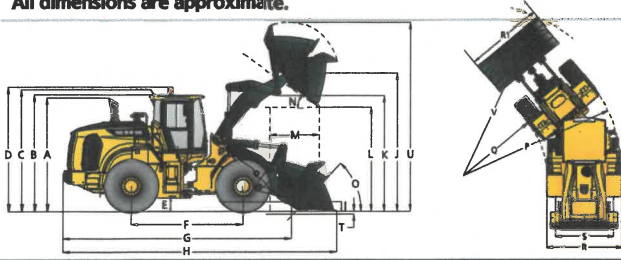
CAB NOISE LEVEL	
Guaranteed noise level presented below can be differed depending on a range of factors such as operating condition, speed of a cooling fan, types of engine and so forth. Hearing protection shall be necessary if an operator is working in the improperly maintained cabin or exposed to a noisy environment by leaving doors and/or windows open.	

With cooling fan speed at maximum value:	
Operator sound pressure level (ISO 6396:2008)	68 dB(A)
Exterior sound power level (ISO 6395:2008)	108 dB(A)

* Distance of 15 m (49.2 ft), moving forward in second gear ratio.

HL940A DIMENSIONS

All dimensions are approximate.



Unit : mm (ftn)

Description	HL940A	HL940A XT
A Height to Top of Exhaust Pipe	3,310 (10' 10")	3,310 (10' 10")
B Height to Top of Cabin	3,300 (10' 10")	3,300 (10' 10")
C Height to Top of Product Link Antenna	3,445 (11' 4")	3,445 (11' 4")
D Height to Top of Warning Beacon	3,430 (11' 3")	3,430 (11' 3")
E Ground Clearance	417 (1' 4.4")	417 (1' 4.4")
F Wheelbase	3,000 (9' 10")	3,000 (9' 10")
G Overall Length (Without Bucket)	6,430 (21' 1")	7,020 (23')
H Shipping Length (With Bucket Level on Ground)	7,600 (24' 11")	8,190 (26' 10")
I Hinge Pin Height at Carry Position	430 (1' 5")	600 (1' 12")
J Hinge Pin Height at Maximum Lift	3,820 (12' 6")	4,425 (14' 6")

Description	HL940A	HL940A XT
K Lift Arm Clearance at Maximum Lift	3,235 (10' 7")	3,840 (12' 7")
L Dump Clearance at Maximum Lift and 45° Discharge	2,765 (9' 1")	3,370 (11' 1")
M Reach at Maximum Lift and 45° Discharge	1,095 (3' 7")	1,090 (3' 7")
N Dump Angle at Maximum Lift and Dump (on Stops)	48	47
O Roll Back Angle	Ground	42
	Carry	50
P Clearance Circle (Diameter) to Outside of Tires	10,910 (35' 10")	10,910 (35' 10")
Q Clearance Circle (Diameter) to Inside of Tires	5,910 (19' 5")	5,910 (19' 5")
R Width Over Tires (Unloaded)	2,450 (8')	2,450 (8')
R1 Overall Width (with bucket)	2600 (8' 6")	-
S Tread Width	1,930 (6' 4")	1,930 (6' 4")

HL940A OPERATING SPECIFICATIONS WITH BUCKETS

Linkage Bucket Type Edge Type		General Purpose Pin On		General Purpose Hook on	High Lift Linkage Change
		Bolt-On Cutting Edges	Bolt-On Cutting Edges	Bolt-On Cutting Edges	
Capacity – Rated	m³	2.3	2.1	2.3	-
	yd³	3.0	2.7	3.0	-
Capacity – Rated at 110% Fill Factor	m³	2.5	2.3	2.5	-
	yd³	3.3	3.0	3.3	-
Width	mm	2,600	2,550	2,600	-
	ft/in	8' 6"	8' 4"	8' 6"	-
Dump Clearance at Maximum Lift and 45° Discharge	mm	2,765	2,795	2,640	+605
	ft/in	9' 1"	9' 2"	8' 8"	+1' 12"
Reach at Maximum Lift and 45° Discharge	mm	1,095	1,065	1,220	-5
	ft/in	3' 7"	3' 6"	4'	-0.2"
Digging Depth	mm	90	90	90	+40
	ft/in	3.5"	3.5"	3.5"	+1.6"
T Shipping Length (with Bucket)	mm	7,600	7,560	7,775	+590
	ft/in	24' 11"	24' 10"	25' 6"	+1' 11"
U Overall Height with Bucket	mm	5,185	5,145	5,395	+605
	ft/in	17'	16' 11"	17' 8"	+1' 12"
V Loader Clearance Circle	mm	12,180	12,110	12,280	+570
	ft/in	40'	39' 9"	40' 3"	+1' 10"
Static Tipping Load, Straight (No Tire Deflection)	kg	10,000	10,100	9,200	-1850
	lb	22,050	22,270	20,285	-4075
Static Tipping Load, Articulated (No Tire Deflection)	kg	8,600	8,700	7,900	-1550
	lb	18,960	19,180	17,420	-3415
Breakout Force	kg	11,800	12,230	10,200	+140
	lb	26,015	26,965	22,490	+310
Operating Weight*	kg	13,400	13,360	13,675	+460
	lb	29,545	29,455	30,150	+1015

* All height and tire related dimensions are with standard 20.5 R25, ★★, L3 tires.

HL940A BUCKET SELECTION CHART

Standard Lift Arm – General Purpose Bucket

Type	m³ (yd³)	Material Density [ton / m³]															
		1.0	1.1	1.2	1.3	1.4	1.5	1.6	1.7	1.8	1.9	2.0	2.1	2.2	2.3	2.4	2.5
Bolt-On Cutting Edge	2.3 (3.0)	2.6 m³ (3.4 yd³)										2.2 m³ (2.9 yd³)					
Bolt-On-Teeth	2.1 (2.7)	2.4 m³ (3.1 yd³)										2.0 m³ (2.6 yd³)					
Cutting Edge (ISO Quick Coupler)	2.3 (3.0)	2.6 m³ (3.4 yd³)										2.2 m³ (2.9 yd³)					

High Lift Arm (XT) – General Purpose Bucket

Type	m³ (yd³)	Material Density [ton / m³]															
		1.0	1.1	1.2	1.3	1.4	1.5	1.6	1.7	1.8	1.9	2.0	2.1	2.2	2.3	2.4	2.5
Bolt-On Cutting Edge	2.3 (3.0)	2.6 m³ (3.4 yd³)						2.2 m³ (2.9 yd³)									
Bolt-On-Teeth	2.1 (2.7)	2.4 m³ (3.1 yd³)						2.0 m³ (2.6 yd³)									
Cutting Edge (ISO Quick Coupler)	2.3 (3.0)	2.6 m³ (3.4 yd³)						2.2 m³ (2.9 yd³)									

115% 100% 95%

ENGINE	STD	OPT
ENGINE, CUMMINS, B6.7		
3 Stage air precleaner	•	
Alternator, 95A	•	
Fuel warmer	•	
Engine oil level dipstick gauge	•	
Fuel / water separator	•	
VGT (Variable Geometry Turbo)	•	
CLEAN EMISSION MODULE		
DOC, DPF and SCR	•	
Active Emission Regeneration (No Manual Regeneration Required)		
Stage V Certified Emissions	•	
EGR Free	•	
Automatic Regeneration	•	
COOLING SYSTEM		
Antifreeze	•	
Auto Reversing Fan (adjustable Time/Interval Frequencies) w/ Manual Override	•	
Coolant Level Sight Gauge	•	
Fan guard	•	
Wide Fin Radiator	•	
POWER TRAIN		
TRANSMISSION		
Transmission F4/R3, computer controlled, electronic soft shift, auto-shift and kick-down features included	•	
Transmission oil sight level	•	
Wide Fin Transmission Oil Cooler	•	
AXLE		
Conventional (Rear)	•	
Hydraulic lock differential (Front)	•	
Limited slip differential (Front / Rear)		•
BRAKE		
Parking brake	•	
Service brake (Enclosed wet-disc)	•	
TIRES		
20.5 R25, ★★, L3	•	
20.5-25 16PR L3		•
20.5-25 16PR L5		•
20.5 R25, ★, XHA		•
HYDRAULIC SYSTEM		
Diagnostic pressure taps	•	
Hyundai Bio Hydraulic Oil (VG46)		•
Hydraulic oil level sight gauge	•	
Hydraulic Oil VG32		•
Hydraulic Oil VG46	•	
Wide Fin Hydraulic Oil Cooler	•	
HYDRAULIC CONTROL		
Fingertip		•
Joystick		•
ELECTRO-HYDRAULIC CONTROL		
Boom kickout, automatic	•	
Bucket positioner, automatic	•	
Extra piping for auxiliary function		•
Fingertip	•	
Joystick	•	
Quick coupler piping	•	
Ride control system	•	
CAB & INTERIOR		
ALARMS, AUDIBLE AND VISUAL		
Air filter clogging	•	
Battery voltage	•	
Brake oil pressure	•	
DEF low level	•	
Engine coolant level	•	
Engine coolant temperature	•	
Engine oil pressure	•	
Fuel level	•	
Hydraulic oil temperature	•	
Parking brake	•	
Service brake oil pressure	•	
Seat belt ON/OFF	•	
Transmission error	•	

CAB & INTERIOR	STD	OPT
ALARMS, AUDIBLE AND VISUAL		
Transmission oil temperature	•	
GAUGES		
Diesel Exhaust Fluid (DEF) level	•	
Engine coolant temperature	•	
Fuel level	•	
Horn, electric	•	
Speedometer	•	
Transmission oil temperature	•	
INDICATOR LIGHTS		
Clutch Cut Off	•	
Differential Lock	•	
Engine auto stop	•	
FNR	•	
High beam	•	
Parking brake	•	
Pilot cut off	•	
Ride control	•	
Seat belt ON/OFF	•	
Turning light	•	
LCD DISPLAY		
Clock and fault code	•	
DEF level	•	
DEF low level	•	
Engine rpm	•	
Horn, electric	•	
Job time and distance	•	
Operating hour counter	•	
Transmission gear range	•	
BATTERIES		
850CCA, 12V, 2PCS	•	
LIGHTING SYSTEM		
Brake lights(Counterweight)	•	
LED dome light	•	
2 Head lights on front tower	•	
2 Head lights (LED) on front tower		•
2 Stop and tail lights	•	
4 Turn signals	•	
2 Working lights on front roof		•
4 Working lights on front roof		•
2 Working lights on rear roof		•
4 Working lights (LED) on front roof		•
2 Working lights (LED) on rear roof		•
2 Working lights on grill	•	
2 Working lights (LED) on grill	•	
SWITCHES		
Battery master switch	•	
Differential Lock	•	
Emergency steering		•
FNR shifter	•	
Hazard	•	
Parking	•	
Pilot cut off	•	
SYSTEM MEMORY SETTINGS		
Autolube, integrated in secondary display		•
Auto position	•	
Beacon light		•
Fine modulation	•	
Main light	•	
Mirror heat	•	
Quick coupler	•	
Rear wiper	•	
Ride control	•	
Work light	•	
Work load	•	
IGNITION		
Key	•	
Push Start Button		•
CAB (SOUND SUPPRESSED)		
24V to 12V DC converter (20A)	•	
Coat hook	•	
Magazine pocket	•	
One door cab	•	
Radio / USB player	•	

CAB & INTERIOR	STD	OPT
CAB(SOUND SUPPRESSED)		
Rear view mirrors (1 Inside)	•	
Rear view mirrors (2 Outside, heated)	•	
Roller type sunshade (Front window)	•	
ROPS / FOPS CAB.	•	
Rubber floor mat	•	
Steering column, tilt and telescopic	•	
Steering wheel with knob	•	
Tinted safety glass	•	
Wrist rest	•	
DOOR		
Door and cab locks, one key	•	
Doors, service access (Locking)	•	
Doors, service access (Remote control)		•
AUTOMATIC CLIMATE CONTROL		
Air conditioner & heater	•	
Defroster	•	
Intermittent wiper and washer, front and rear	•	
SEAT		
3" Retractable seat belt & adjustable air suspension (Heated)	•	
PERSONAL STORAGE SPACE		
Console box	•	
Holder, can and cup	•	
PEDALS		
Accel pedal without ECO switch	•	
Dual-brake pedal		•
One accelerator pedal	•	
One brake pedal	•	
SAFETY		
Alarm, back-up	•	
Boom safety lock		•
Emergency steering		•
Emergency stop	•	
Fire extinguisher		•
OBJECT DETECTION		
AAVM - All Around View Monitoring		•
IMOD (Intelligent Moving Object Detection)		•
RADAR + Secondary Monitor		•
OTHERS		
2nd Monitor		•
3 Spool MCV	•	
Air Compressor		•
Auto Engine Shut Down	•	
Auto Grease System		•
Articulation Locking Bar	•	
Heavy Counterweight	•	
Hi-Mate, Satellite		•
ISO Quick Coupler	•	
LED Beacon Lamp		•
License Plate & 10W LED Lamp		•
Lift and tie-down hooks	•	
Loader linkage, sealed	•	
Sun Shade on Rear Window of Cabin		•
Vandalism protection caplocks	•	
Wheel Chocks		•
SAFETY		
Handrails	•	
Ladders	•	
Platforms	•	
Steps	•	
TELEMATICS		
ECD (Engine Connected Diagnostics)	•	
Hi MATE	•	
GUARDS		
Belly-Pan Guard		•
Crankcase	•	
Fenders (Front)	•	
Fenders (Rear)		•
Transmission	•	

* Standard and optional equipment may vary. Contact your Hyundai dealer for more information. The machine may vary according to international standards.
 * The photos may include attachments and optional equipment that are not available in your area.
 * Materials and specifications are subject to change without advance notice.
 * All imperial measurements rounded off to the nearest pound or inch.

PLEASE CONTACT



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, November 12, 2024		
Agenda Item Name		
Road Closure Request		
Requested Action		
Request approval of road closure for February 22, 2025, from 11 am to 8:30pm for the Honor the Fallen 5k		
Staff Report		
Clermont Police Department is requesting West Minneola Avenue between 7th and 8th from 11:00am to 8:30pm for their Honor the Fallen 5k. The event will take place on February 22, 2025. This is the 4th year that this event has taken place and the participation in the event rises each year. The road closure request is for the safety of all the participants and spectators.		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Application - Honor the Fallen 5k	Application - Honor the Fallen 5k.pdf	



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date 10.7.2024
Name of Event CPD Honoring the Fallen 5k
Date(s) of Event Feb. 22, 2025 Estimated Attendance: 500
Event Start Time: 5:30pm Event End Time: 7:00pm
Before Event Setup Time: 11:00 am After Event Cleanup Time: 8:30pm
Name of Organization/Applicant Clermont Police Department

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

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

Non-Profit documentation must be provided with application.

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

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

Federal ID # or Driver's License # _____

Event Contact Kelly Brown Email kbrown@clermontfl.org

Day Phone _____ Cell Phone _____

Address _____ City _____ State _____ Zip _____

Secondary Contact _____ Phone # _____

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

Briefly Describe Event: 5K run/walk/jog event to honor officers and their families whom have lost their lives or were seriously injured. Race will begin and end @SunCreek

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

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

Other Location: _____

*Bathrooms along the trail are needed.

PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AND RETURN WITH YOUR APPLICATION

Alcohol Served: ☐ Yes ☒ No

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

Canopy/Tent Use: ☒ Yes ☐ No Size of Tent* 10 x 10 (several)

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

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

Additional permits may be required based on use

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

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

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

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

Cooking Equipment Use: ☐ Yes ☒ No

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

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

Insurance may be required by provider

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

Insurance may be required by provider

Pyrotechnic/Fireworks Displays: ☐ Yes ☒ No

If Yes, requires separate approval process completed by Company with the Fire Prevention Division.

The release of Sky Lanterns is not permitted under state law.

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

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

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

If Yes, requires separate approval process completed by applicant with the Clermont Police Department and Clermont Fire Department.

Law enforcement or fire/ems stand-by may be required by the City for certain events/activities and at the applicant's cost.

Live Television or Radio Broadcast: ☐ Yes ☒ No

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

Describe: Two speakers, play music, make announcements

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

Banners or Attention Getting Devices: ☒ Yes ☐ No

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

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

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

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

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

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

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

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

Non-Resident/Business rate is defined as

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

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

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

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

Indemnification, Insurance and Additional Costs

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


Applicant's Signature

Officer
Title

Kelly Brown
Printed Name

10.7.2024
Date

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

Department / Division Routing:

a) Parks & Rec. Dept.

b) Police Department

c) Fire Department

d) Public Works Dept.

e) Development Services Dept.

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

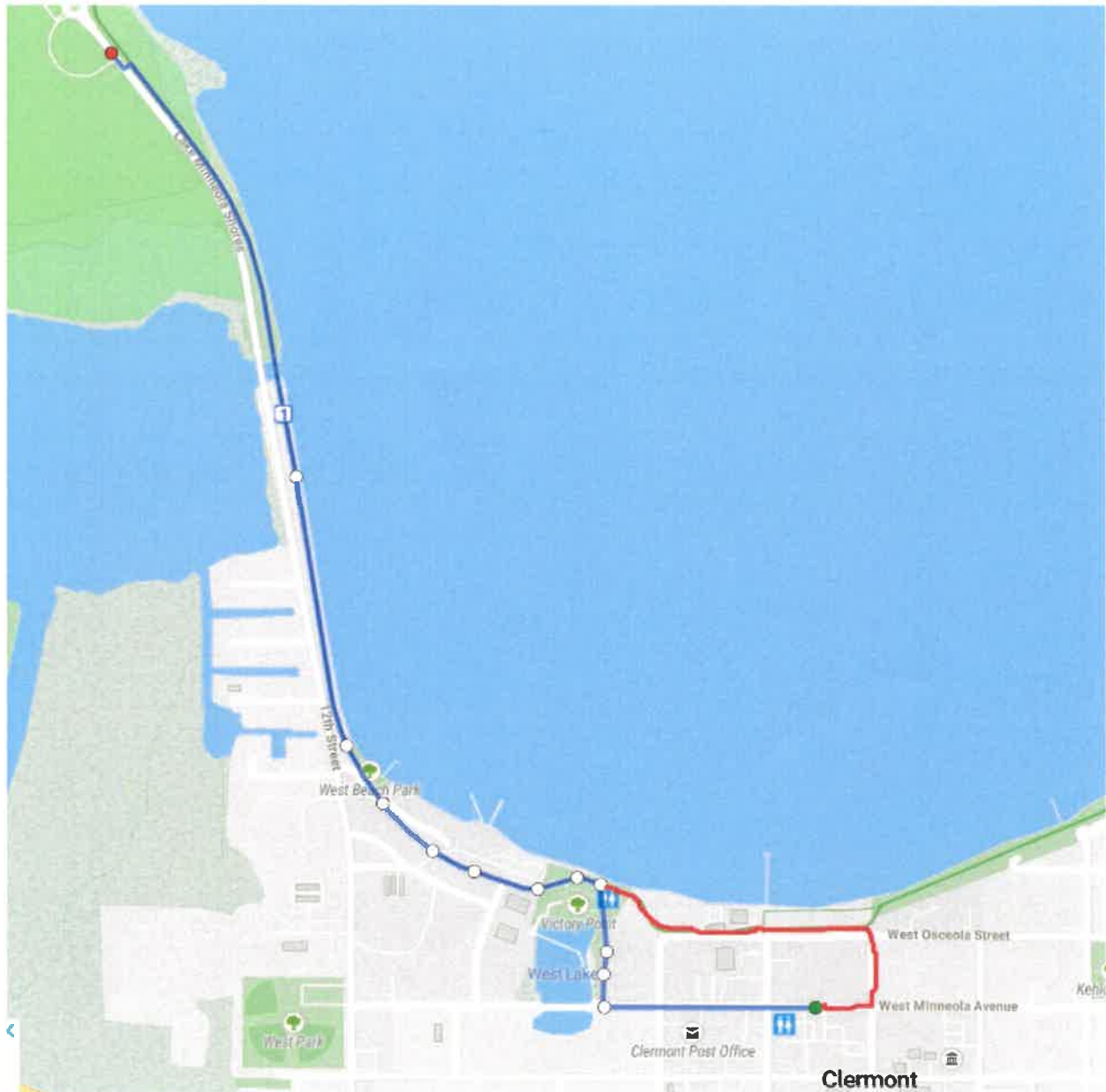
MAP 2



MAP 3



2025 Honoring the Fallen Race Route (New Route)



Race will start on West Minneola Ave and head West crossing over 8th street and make a right on Victory Way. Then left on the South Lake Trail for an out and back guiding onto to 7th Street and making a right onto West Minneola to the finish line that will be located on the trail near Sun Creek Brewery. The Blue color is the out, and the red color is the return route.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date	
Tuesday, November 12, 2024	
Agenda Item Name	
Pig On the Pond Event Request and Boat Ramp Closure	
Requested Action	
Recommend approval of Pig On the Pond to be held March 28, 29, and 30, 2025 to be held at Waterfront Park with open container in approved area, fee waiver, signage on City property, fireworks, staff assistance and trail and boat ramp closure.	
Staff Report	
The City Council has designated Pig on the Pond to be a Community Partner Event. Pig on the Pond requested the following: *Approval of the event on March 28 (5pm–10pm), March 29 (10am–10pm), March 30 (11am–5pm) at Waterfront Park. *Open container to be permitted in the approved beverage area. Pig on the Pond has agreed to hire the appropriate number of off-duty officers as required by the Clermont Police Department. *A section of the trail to be closed during the course of the event (March 28, 29, 30). Detour signs will be put up for patrons wishing to use the trail during the closure time. Non-paying individuals will be permitted to walk through and/or dismount from their bicycles and continue along the trail without paying. *Fireworks on the evening of March 29 are to be launched from Lake Minneola and will adhere to state, local and DEP requirements. * Boat ramp closure on March 28, 29, 30 in order to provide parking for event attendees. * Fee waivers for permits and the use of Waterfront Park from March 24 through March 30 in the estimated total amount of \$20,300, broken downs as follows: Waterfront Park Grounds Fees - \$9,900 Tent Permits - \$130 Fireworks Permit - \$575 Fire Department Fees - \$3,195 Public Works Fees - \$6,500 * The organization is also requesting to have signage placed by City staff on City property at the following locations 8' x3' Signage - Installed on March 7, 2025, and removed by March 30, 2025 1 NE Corner of Steve's Road and Citrus Tower 1 SE Corner of Steve's Road and Citrus Tower 2 Hwy 50 & Cut Road at the Clermont Water Tower 1 Hwy 50 past 12th Street East- 1 Palm Street entrance to Waterfront Park 1 Waterfront Park next to the Splash Park	
Additional Analysis	
Fiscal Impact Summary	
Estimated fees waived based on previous Pig on the Pond events: Waterfront Park Grounds Fees - \$9,900 Tent Permits - \$130 Fireworks Permit - \$575 Fire Department Fees - \$3,195 Public Works Fees - \$6,500	

Total: \$20,300

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

1. Special Event Application - Pig on the Pond

Special Event Application - Pig on the Pond.pdf



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date October 30, 2024

Name of Event Pig on the Pond Community Festival

Date(s) of Event March 28-30, 2025 Estimated Attendance: 20,000

Event Start Time: 5 PM, March 28, 2025 Event End Time: 5 PM, March 30, 2025

Before Event Setup Time: 8 AM, March 24, 2025 After Event Cleanup Time: 5 PM, March 31, 2025

Name of Organization/Applicant Project Scholars

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

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

Non-Profit documentation must be provided with application.

Tax Exempt ☒ Yes ☐ No If yes, provide Tax Exempt # 85-801295983oc-4

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

Federal ID # or Driver's License # 54-2079731

Event Contact Paul Rountree, board president Email paulr@bankonmainstreet.com

Day Phone 407-467-0685 Cell Phone Same

Address P.O. Box 121543 City Clermont State FL Zip 34712

Justin Nichols, board vice president Phone # 407-625-8209 Secondary Contact

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

Net proceeds fund four-year scholarships for four south Lake County students each year chosen by Project Scholars.

Briefly Describe Event: Pig on the Pond is a family-friendly, three-day festival at Waterfront Park. The event includes a carnival, live music, fireworks, food and beverages and activities for kids. The purpose of the event is to raise funds for scholarships and to partner with the City of Clermont to provide a signature community event.

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

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

Other Location: We will need to use the boat ramp area and old boat ramp area for parking.

PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AND RETURN WITH YOUR APPLICATION

Alcohol Served: ☒ Yes ☐ No

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

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

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

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

Additional permits may be required based on use

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

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

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

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

Cooking Equipment Use: ☒ Yes ☐ No

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

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

Insurance may be required by provider

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

Insurance may be required by provider

Pyrotechnic/Fireworks Displays: ☒ Yes ☐ No

If Yes, requires separate approval process completed by Company with the Fire Prevention Division.

The release of Sky Lanterns is not permitted under state law.

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

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

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

If Yes, requires separate approval process completed by applicant with the Clermont Police Department and Clermont Fire Department.

Law enforcement or fire/ems stand-by may be required by the City for certain events/activities and at the applicant's cost.

Live Television or Radio Broadcast: ☐ Yes ☒ No

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

Describe: There will be live music and other entertainment on the pavilion stage.

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

Banners or Attention Getting Devices: ☒ Yes ☐ No

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

Is this event: ☒ Public ☐ Private Is another promoter/producer assisting with your event? ☒ Yes ☐ No
Professional event management is anticipated.

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

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

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

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

SPECIAL EVENTS COST ESTIMATOR

NAME OF EVENT: Pig on the Pond Community Festival
 DATE OF EVENT: October 28-30, 2025
 EVENT CONTACT: Paul Rountree, Board President -- 407-467-0685, paulr@bankonmainstreet.com
 REFUND MAILING ADDRESS: P.O. Box 121543
 Street Address
 Clermont FL 34712
 City ST Zip
 407-467-0685
 CELL PHONE:

Payment Deadline:

Application Fee and deposit are due upon submission

Final payment is due 30 days prior to event date.

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

	NON-PROFIT/ RESIDENT RATE	BUSINESS/ NON-RESIDENT RATE	SPECIAL INSTRUCTION	FEE
Application Fee	\$10	\$10	Non-Refundable	\$10
CITY PROPERTY:				
HIGHLANDER BUILDING AND PAVILION ~ AREA A (BLUE)				
Deposit	\$250	\$250	Refundable	In-kind
Hourly Fee	\$100	\$200	Per Hour (2 Hour Minimum)	
Daily Fee	\$700	\$1100		In-kind
PARK AREA ~ AREA B (RED)				
Deposit	\$150	\$150	Refundable	In-kind
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		In-kind
WATERFRONT ~ AREA C (YELLOW)				
Deposit	\$350	\$350	Refundable	In-kind
Hourly Fee	\$200	\$300	Per Hour (2 Hour Minimum)	
Daily Fee	\$1500	\$2500		In-kind
Each Consecutive Day	\$1200	\$2000		
CITY HALL PARK - DOWNTOWN ~ AREA D (GREEN)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
VICTORY POINTE				
Deposit	\$150	\$150	Refundable	In-kind
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		In-kind
~ ADDITIONAL FEES ~ TO BE DETERMINED BY CITY STAFF				
Additional City Staff	\$35	\$35	Per Person, Per Hour	In-kind
Public Works Event Staff	\$35	\$35	4 hr. min, per staff	In-kind
Police Officer	\$42	\$42	4 hr. min, Per Officer	In-kind
Fire/ EMS	\$60	\$60	4 hr. min, 2 staff min	In-kind
Fire Boat in the Water	\$100	\$100	Per Hour	
Sales Tax				
GRAND TOTAL				

Resident/Non-Profit rate is defined as

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

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

Non-Resident/Business rate is defined as

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

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

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

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

Indemnification, Insurance and Additional Costs

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



Project Scholars Board President

Applicant's Signature

Title

Paul Rountree

October 30, 2024

Printed Name

Date

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

Department / Division Routing:

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

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





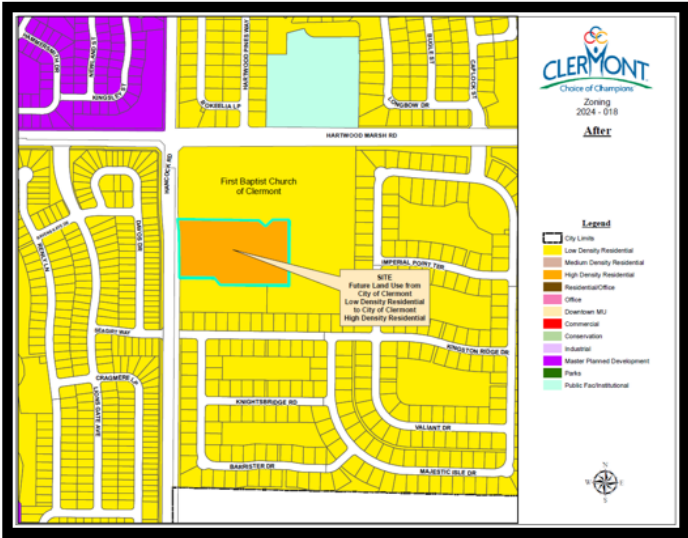
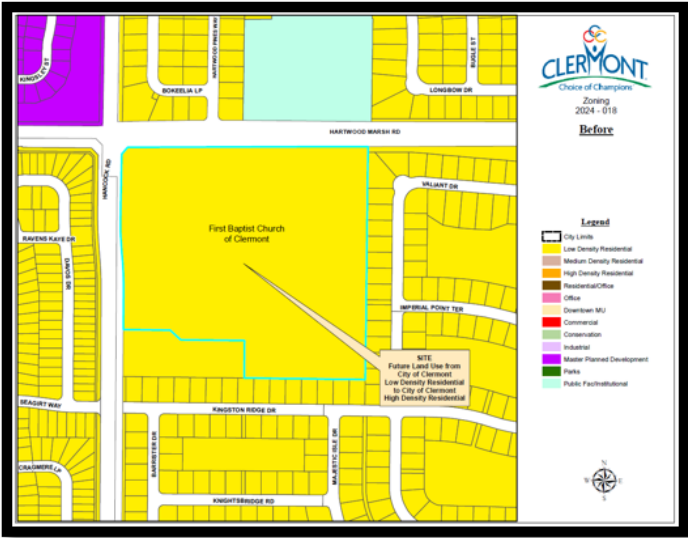
CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date	
Tuesday, November 12, 2024	
Agenda Item Name	
Ordinance No. 2024-018 <i>Final</i> <i>First Baptist Church SSCPA</i>	
Requested Action	
Recommend approval of Ordinance 2024-18.	
Staff Report	
<i>This item was tabled at the May 28th and June 11, 2024, City Council meetings and Introduced at the July 23, 2024, City Council meeting. The applicant has provided additional information to be considered as part of the rezoning request.</i> The applicant/owner, First Baptist Church of Clermont, Inc., would like to develop an assisted living facility within their campus. Approximately 8 acres have been designated as a site in order to accomplish this. In order to be in compliance with the Comprehensive Plan, the land use must align with the request. The subject parcel is located on the southeast corner of Hartwood Marsh Road and Hancock Road. This request is being heard concurrently with a request for rezoning from the R-1 Single Family Residential to a Planned Unit Development (PUD) to allow for construction of an assisted living facility with a memory care unit and an Independent living component. On February 27, 2018, the City Council approved a Conditional Use Permit (Resolution No. 2018-03), which allowed for the construction of the church sanctuary, multipurpose buildings, Sunday School classrooms, outdoor recreation fields and a parking garage to be used for the church facility. The approved Conditional Use Permit did not allow for an assisted living facility. The addition of this use would require a separate public hearing process. The existing Low Density Residential land use does not permit assisted living facilities and the applicant is requesting to change the land use designation from low density to high density residential. The proposed map amendment will change the future land use from Clermont Low Density Residential, which allows up to three (3) dwelling units per acre, to High Density Residential, which allows up to twelve (12) units per acre, and a variety of housing types with a (PUD) Planned Unit Development, which includes an Assistant Living Facility. The requested PUD ordinance will have specific conditions to limit density to 53 independent living units. <u>The Clermont Comprehensive Plan Objective 1.2:</u> The City shall consider the compatibility of adjacent future land use categories during the land use plan amendment process. The City shall consider potential maximum densities and intensities and the appropriate transition of uses, densities and intensities. <u>The Clermont Comprehensive Plan Policy 1.6.3: High Density Residential Land Use Category:</u> <u>Areas delineated on the Future Land Use Map for high-density residential development shall accommodate a maximum of 12 dwelling units per acre; however, densities higher than eight units per acre shall require a conditional use permit. Nursing homes, assisted living facilities and independent living facilities shall be permitted in high-density residential land use as a planned unit development (PUD) consistent with the land development regulations and may have a maximum intensity of 3.0 FAR.</u> With the companion Planned Unit Development ordinance, 2024-019, the applicant is requesting a change from Low Density to High Density with the end result of developing the 8.44 acre parcel for an assisted living, memory care and independent living facility. Policy 1.6.3 permits the applicant to develop this project in conformance with the City's Comprehensive Plan. The City has the ability to serve the project with applicable City services. The traffic impacts from this project are considered de minimis. The project is not in conflict with any provision of the City's Comprehensive Plan. Staff recommends approval of Ordinance 2024-018. <i>The Planning and Zoning Commission</i>	

recommended denial, 4-1.



Additional Analysis

Fiscal Impact Summary

None.

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

1.	2024-018 - First Baptist Church SSCPA (10.24.2024)	2024-018 - First Baptist Church SSCPA (10.24.2024).pdf
2.	Location Map	Location Map.pdf
3.	2024-18 Before FLU MAP	2024-18 Before FLU MAP.pdf
4.	2024-18 After HDR	2024-18 After HDR.pdf
5.	Application - SSCPA	Application - SSCPA.pdf
6.	2024-018 SSCPA Ad CC Nov 12	2024-018 SSCPA Ad CC Nov 12.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

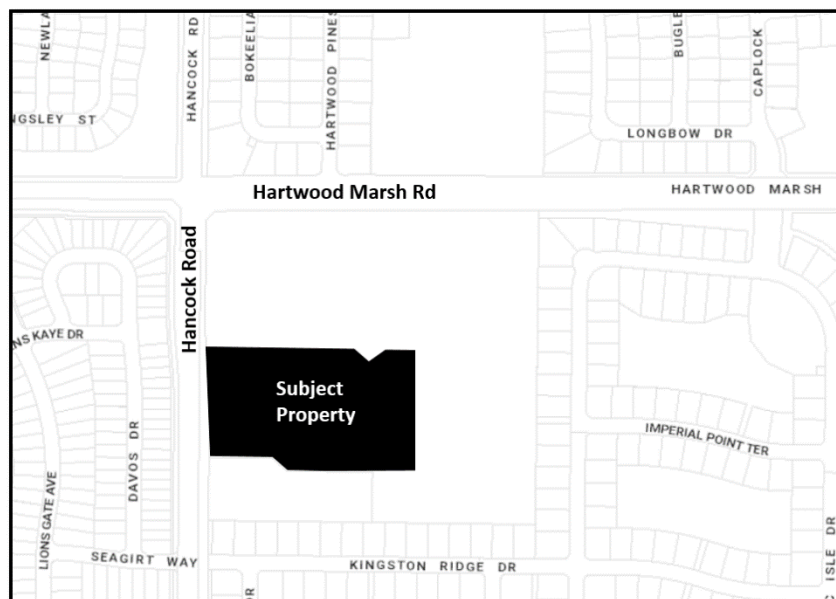
CITY OF CLERMONT
ORDINANCE NO. 2024-018

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 12th day of November, 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

First Baptist Church – ALF PUD Parcel



First Baptist Church – ALF PUD Parcel



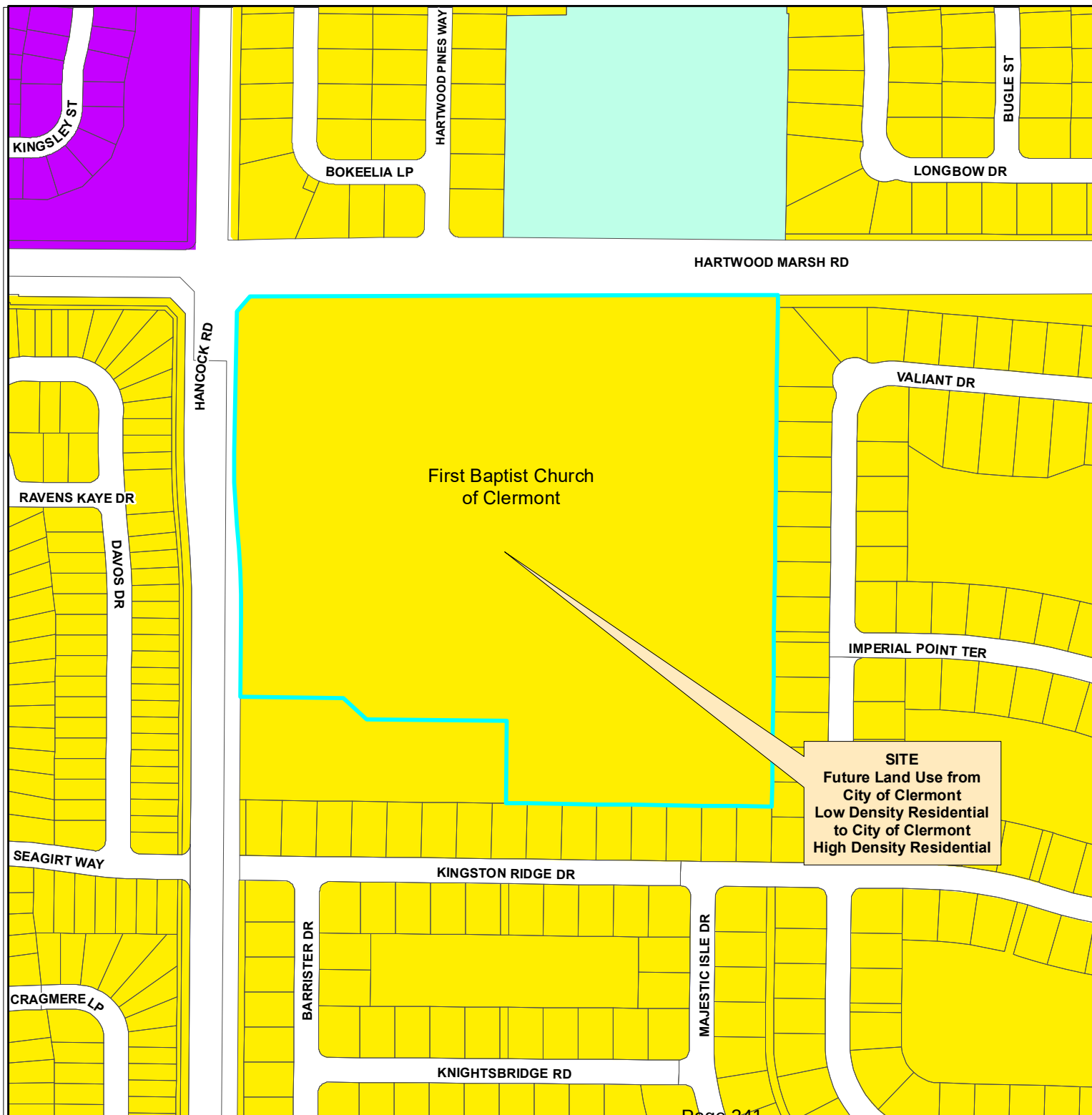


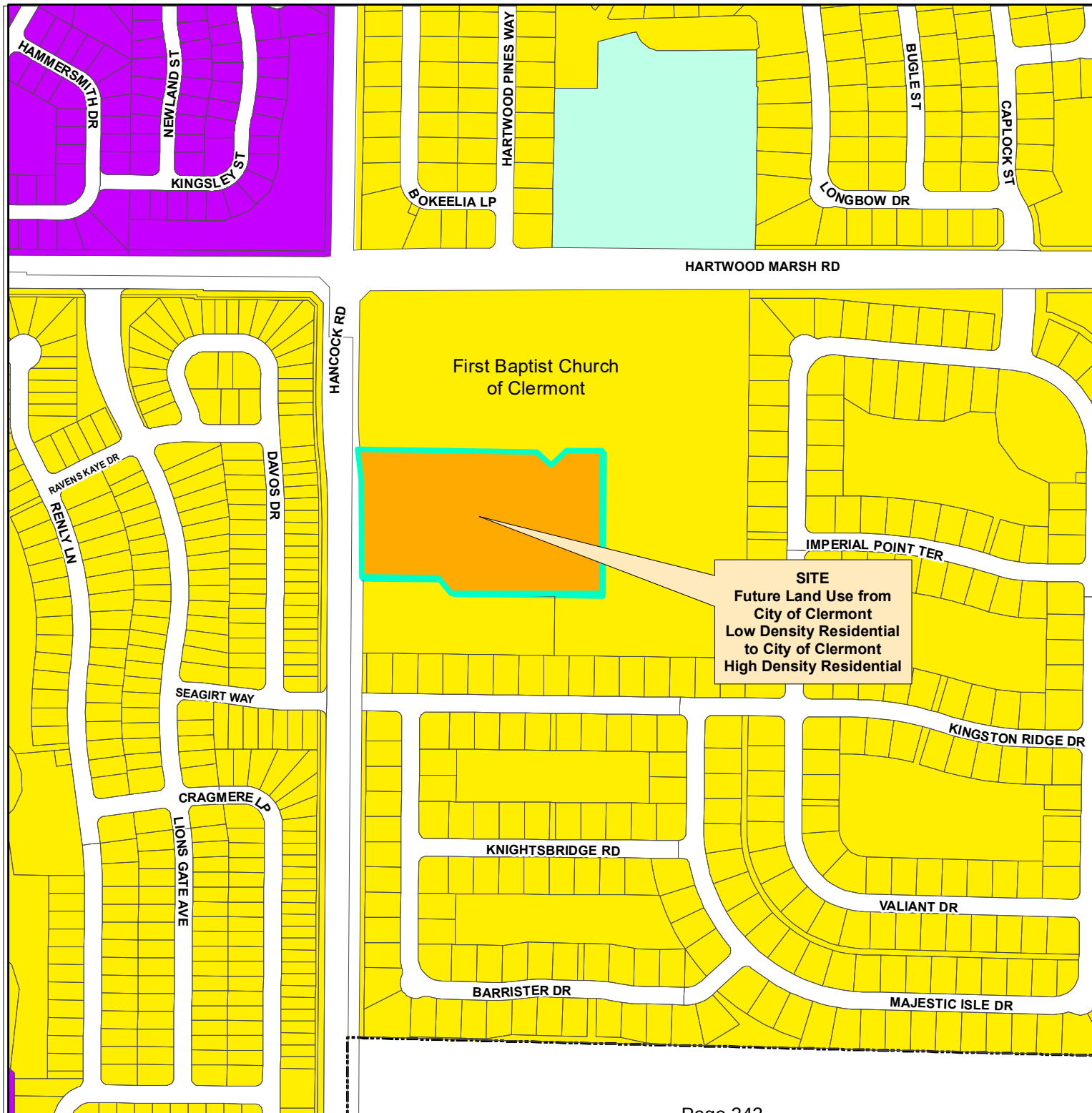
Zoning
2024 - 018

Before

Legend

-  City Limits
-  Low Density Residential
-  Medium Density Residential
-  High Density Residential
-  Residential/Office
-  Office
-  Downtown MU
-  Commercial
-  Conservation
-  Industrial
-  Master Planned Development
-  Parks
-  Public Fac/Institutional





Legend

-  City Limits
-  Low Density Residential
-  Medium Density Residential
-  High Density Residential
-  Residential/Office
-  Office
-  Downtown MU
-  Commercial
-  Conservation
-  Industrial
-  Master Planned Development
-  Parks
-  Public Fac/Institutional





CITY OF CLERMONT
COMPREHENSIVE PLAN AMENDMENT
Application

DATE: February 12, 2024

FEE: \$755.00

Project Name (if applicable): First Baptist Church of Clermont, Inc. Senior Housing Facility

Applicant: First Baptist Church of Clermont, Inc.

Contact Person: Robin Drage

Address: 1000 Legion Place, Suite 1700

City: Orlando State: Florida Zip: 32801

Phone: 407-581-9800, 407-616-5858 Fax: 407-581-9801

E-Mail: Rdrage@shuffieldlowman.com

OWNER: First Baptist Church of Clermont, Inc.

Bill Lawson, President

Address: 2751 Hartwood Marsh Road

City: Clermont State: Florida Zip: 34711

Phone: 352-636-8315 Fax: _____

E-Mail: Bill@progressiveplumbing.com

General Location: Hancock Road and Hartwood Marsh Road

Legal Description (include copy of survey) 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 $\frac{1}{4}$ CORNER OF SECTION 10, TOWNSHIP 23 SOUTH, RANGE 26 EAST, OF LAKE COUNTY, FLORIDA, THENCE RUN SOUTH $00^{\circ}24'43''$ 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 $89^{\circ}46'15''$ 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 $89^{\circ}17'27''$ EAST A DISTANCE OF 586.18 FEET; THENCE RUN SOUTH $45^{\circ}02'46''$ EAST, A DISTANCE OF 71.60 FEET; THENCE RUN NORTH $44^{\circ}57'14''$ EAST, A DISTANCE OF 69.73 FEET; THENCE RUN SOUTH $89^{\circ}17'27''$ EAST, A DISTANCE OF 123.55 FEET; THENCE RUN SOUTH $00^{\circ}42'33''$ WEST. A DISTANCE OF 480.81 FEET; THENCE RUN NORTH $89^{\circ}17'27''$ WEST. A DISTANCE OF 501.88 FEET; T H E N C E RUN NORTH $36^{\circ}54'08''$ WEST, A DISTANCE OF 60.72 FEET; THENCE RUN NORTH $89^{\circ}17'27''$ 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 $00^{\circ}23'27''$ 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 $02^{\circ}36'10''$ 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.

Property size (in acres or square feet): 8.44 acres

Flood hazard area No and approx. acreage 8.44

Existing (Actual) Land Use: Vacant

Existing Zoning: R-1 Single Family Medium Density Residential

Existing Future Land Use: Low Density Residential

Proposed Future Land Use: High Density Residential

Type of development proposed: Senior Housing Facility containing a mix of Assisted Living, Memory Care and Independent Living Units.

Proposed density (dwelling units/acre) or intensity: To be determined

Proposed Zoning District: PUD

Summary of the proposed amendment content and effect that describes any changed conditions that would justify the proposed amendment, and why there is a need for the proposed amendment (use additional sheets if necessary).

The applicant is requesting to change the Future Land Use designation on approximately 8.4 acres of the 38 acre parcel to allow the proposed use of a Memory Care Facility containing a mix of Assisted Living, Memory Care and Independent Living Units and to allow up to twelve (12) units per acre and a variety of housing types.

The City of Clermont may require additional information to justify, clarify or explain the necessity of the requested Comprehensive Plan Amendment which may include the following:

- Information regarding the compatibility of the proposed land use amendment(s) with the Goals, Objectives and Policies of the Future Land Use Element and any other affected comprehensive plan elements.
- A description of how the proposed amendment(s) will result in an orderly and logical development pattern with existing and proposed land use(s) of the area.
- A description of the present availability of, and estimated demand on the following public facilities: potable water, sanitary sewer, transportation system and recreation, as appropriate.



***** NOTICE *****

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

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



OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared:

Bill Lawson, who being

by me first duly sworn on oath, deposes and says:

1. That he (she) is the fee-simple owner of the property legally described on the attachment of this application.
2. That he (she) desires a Future Land Use Amendment from Low Density Residential to High Density Residential for the property legally described on the attachment of this application.
3. That the owner of said property has appointed Bill Lawson to act as agent on his (her) behalf to accomplish the above. The owner is required to complete the APPLICANT'S AFFIDAVIT of this application if no agent is appointed to act in his (her) stead.

Bill Lawson
Affiant - Applicant Name

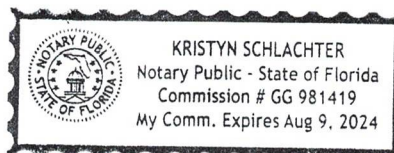
X Bill Lawson Pres.
Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 12TH day of FEBRUARY, 2024

X [Signature]
Notary Public, State of Florida at Large

My Commission Expires: Aug 9, 2024





STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared:

Bill Lawson, who being

by me first duly sworn on oath, deposes and says:

1. That he (she) affirms and certifies that he (she) understands and will comply with all ordinances, regulations and policies of Lake County, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his (her) knowledge and belief, and further, that this application and attachments shall become part of the official records of the City of Clermont, Florida, and are not returnable.
2. That he (she) desires a Future Land Use Amendment from Low Density Residential to High Density Residential for the property legally described on the attachment of this application.
3. That the submittal requirements for the application have been completed and attached hereto as part of the application.

Bill Lawson
Affiant - Applicant Name

X Bill Lawson Pres.
Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 12th day of February, 2024.

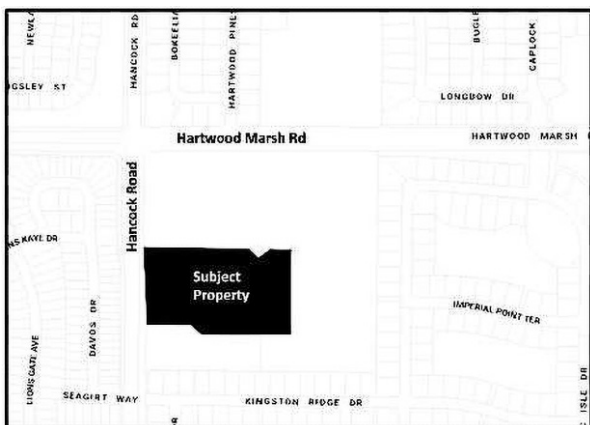
X [Signature]
Notary Public, State of Florida at Large

My Commission Expires: Aug 9, 2024



CITY OF CLERMONT
NOTICE OF PROPOSED LAND USE CHANGE
Small-Scale Comprehensive Plan Amendment
ORDINANCE NO. 2024-018

The City of Clermont will hold a public hearing on Tuesday, November 12, 2024 beginning at 6:30 p.m. before the City Council 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 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

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, 1st floor Council Chambers located at 685 W. Montrose Street, Clermont, FL 34711.

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

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

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

Tracy Ackroyd Howe, MMC
City Clerk



AGENDA ITEM

Meeting Date																																																					
Tuesday, November 12, 2024																																																					
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Requested Action																																																					
Recommend approval of Ordinance 2024-019.																																																					
Staff Report																																																					
<i>This item was tabled at the May 28th and June 11, 2024, City Council Meetings and introduced at the July 23, 2024, City Council meeting. The applicant has since revised the proposed master site plan. The new layout has reduced the Independent Living/Assisted Living (IL/AL) building from three-stories to two-stories in height. In addition, the Memory Care (MC) building has been re-positioned close to Hancock Road and the IL/AL building has been moved to the previous MC building location on the east side of the project. The project boundary has not changed from the original submittal and is still contained within the 8.44+/- acre parcel. Updated elevations have also been provided showing the project. Other minor changes have been identified, such as the addition of an emergency access point and additional parking spaces. Staff is able to support the project with the proposed changes and recommends approval of Ordinance 2024-019.</i>																																																					
<table><tr><th colspan="4">CLERMONT SENIOR HOUSING COMMUNITY</th></tr><tr><th colspan="4">SITE SUMMARY</th></tr><tr><td>LOT AREA</td><td>10.00</td><td>10.00</td><td>10.00</td></tr><tr><td>LOT AREA</td><td>10.00</td><td>10.00</td><td>10.00</td></tr><tr><td>TOTAL LOT AREA</td><td>10.00</td><td>10.00</td><td>10.00</td></tr></table> <table><tr><th colspan="4">CLERMONT SENIOR HOUSING COMMUNITY</th></tr><tr><th colspan="4">ATTACHMENTS</th></tr><tr><td>ATTACHMENT</td><td>FILE</td><td>DESCRIPTION</td><td>DATE</td></tr><tr><td>1</td><td>2024-019-01</td><td>2024-019-01</td><td>10/10/24</td></tr><tr><td>2</td><td>2024-019-02</td><td>2024-019-02</td><td>10/10/24</td></tr><tr><td>3</td><td>2024-019-03</td><td>2024-019-03</td><td>10/10/24</td></tr><tr><td>4</td><td>2024-019-04</td><td>2024-019-04</td><td>10/10/24</td></tr><tr><td>5</td><td>2024-019-05</td><td>2024-019-05</td><td>10/10/24</td></tr></table>		CLERMONT SENIOR HOUSING COMMUNITY				SITE SUMMARY				LOT AREA	10.00	10.00	10.00	LOT AREA	10.00	10.00	10.00	TOTAL LOT AREA	10.00	10.00	10.00	CLERMONT SENIOR HOUSING COMMUNITY				ATTACHMENTS				ATTACHMENT	FILE	DESCRIPTION	DATE	1	2024-019-01	2024-019-01	10/10/24	2	2024-019-02	2024-019-02	10/10/24	3	2024-019-03	2024-019-03	10/10/24	4	2024-019-04	2024-019-04	10/10/24	5	2024-019-05	2024-019-05	10/10/24
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The owner and applicant, First Baptist Church of Clermont, Inc., is requesting to rezone an 8.44+/- acre parcel from R-1 Single Family Medium Density to Planned Unit Development (PUD) to allow for the development of an Assisted Living Facility. The subject property is located on the southeast corner of Hartwood Marsh Road and Hancock Road. The current use of the property is a Master Planned Church Facility and Campus.

The City Council approved on February 27, 2018, a Conditional Use Permit (Resolution No. 2018-03) to allow for a Master Planned Church Facility with ancillary uses to support the church ministry. The approved CUP included a Conceptual Plan, which identified multiple ancillary uses including a Sunday school classrooms, a recreation field, multipurpose buildings and a parking garage. The plan also included an Assisted Living Facility, which requires a separate public hearing approval process. The Assisted Living Facility (ALF) is not a permitted use in the R-1 zoning district and is not allowed by the Comprehensive Plan for Low Density Residential Future Land Use.

Therefore, the applicant is also requesting to change the future land use designation from Low Density Residential to High Density Residential. Policy 1.6.3 within the City's Comprehensive Plan permits assisted living facilities in High Density Residential land use as a Planned Unit Development. The applicant is requesting the Planned Unit Development zoning in order to comply with the land use policy and to also ensure the project is held to specific conditions within the PUD ordinance.

The applicant has provided a conceptual site plan, prepared by Highland Engineering Inc., which identifies a maximum of 160,000 total building square feet within this project. The proposed parking layout provides 31 spaces for 124 beds located in the assistant living and memory care buildings. The independent living portion will have a total of 53 units, and will be constructed in two phases. Phase one will be 27 units and phase 2 will have 26 units. The one bedroom units are calculated at 1.5 parking spaces per unit, for a total of 80 parking spaces. The total project provides 112 onsite parking spaces. The maximum building height shall not exceed 55 feet at the highest elevation point. The project has been redesigned to provide lesser impact on the surrounding neighborhoods than the previous conceptual site plan that had the proposed project in the northeast corner of the site. The proposed development has been shifted to a more central portion of the overall church site, with the 8.44 acre parcel not directly adjacent to any residential uses.

Staff has reviewed the application and proposed project in regard to Section 125-486 Review Criteria for a Planned Unit Development. The proposed project will be accessed from Hancock Road, which is a County Urban Collector roadway and capacity is available. The project's traffic impact is considered "de minimis" under Lake Sumter's MPO guidelines and the applicant has requested an exemption from the required Traffic Impact Analysis Report. The City's utilities services have sufficient capacity to service the project. The placement of the three-story buildings to be located in the interior of the project and the 50-foot building setbacks will help minimize any impacts on adjoining properties. Staff recommends approval of Ordinance 2024-019. *The Planning and Zoning Commission recommended denial, 4-1.*

Additional Analysis

Fiscal Impact Summary

None.

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

1.	2024-019 Final PUD - FBC (10.31.2024)	2024-019 Final PUD - FBC (10.31.2024).pdf
2.	Maps	Maps.pdf
3.	10.31.2024-Updated Site Plan	10.31.2024-Updated Site Plan.pdf
4.	Redesign Preliminary Renderings 10-22-24	Redesign Preliminary Renderings 10-22-24.pdf
5.	Application - Rezoning	Application - Rezoning.pdf
6.	2024-019 REVISED FBC 8.44 Acre - Rez Ad CC Nov 12	2024-019 REVISED FBC 8.44 Acre - Rez Ad CC Nov 12.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:

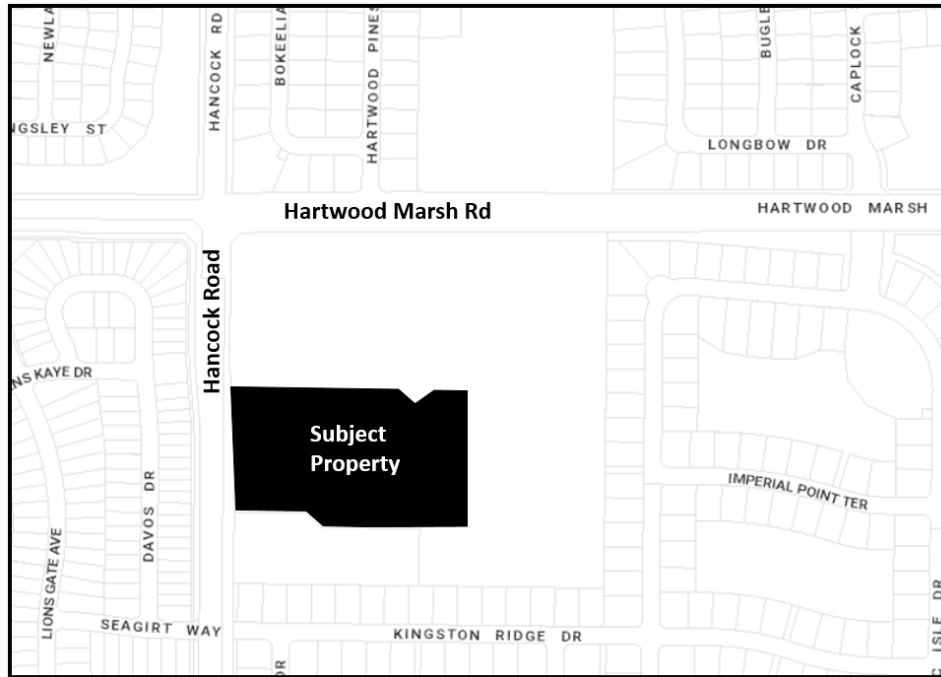
COMMENCE AT A NAIL & DISK LABELED "LB4709" MARKING THE WEST 1/4 CORNER OF SECTION 10, TOWNSHIP 23 SOUTH, RANGE 26 EAST, OF LAKE COUNTY, FLORIDA, THENCE RUN SOUTH 00°24'43" WEST ALONG THE WEST LINE OF SECTION 10, A DISTANCE OF 610.02 FEET; THENCE DEPARTING THE AFOREMENTIONED WEST LINE OF SECTION 10 RUN 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: Proposed Master Site Plan, dated 10/31/2024, prepared by Lawson Group Architects. 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 160,000 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 Proposed Master Site Plan, prepared by Lawson Group Architects, identified as Exhibit 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 Proposed Master Site Plan. This may be done in two phases. Phase 1 will consist of 27 units and future phase 2 will consist of 26 units. 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 12th day of November, 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. 2024-019



LAWSON GROUP
ARCHITECTS INC.
4810 LAWRENWOOD RANCH BLVD, STE 100, SARASOTA, FL 34238
PHONE: 941.554.4000 VISIT US AT: www.lawsongroup.com

CLERMONT-HANCOCK ROAD SENIOR HOUSING COMMUNITY
VIEW 1



LAWSON GROUP
ARCHITECTS INC.
4810 LAWRENWOOD RANCH BLVD, STE 100, SARASOTA, FL 34238
PHONE: 941.554.4000 VISIT US AT: www.lawsongroup.com

CLERMONT-HANCOCK ROAD SENIOR HOUSING COMMUNITY
VIEW 4



First Baptist Church – ALF PUD Parcel



First Baptist Church – ALF PUD Parcel

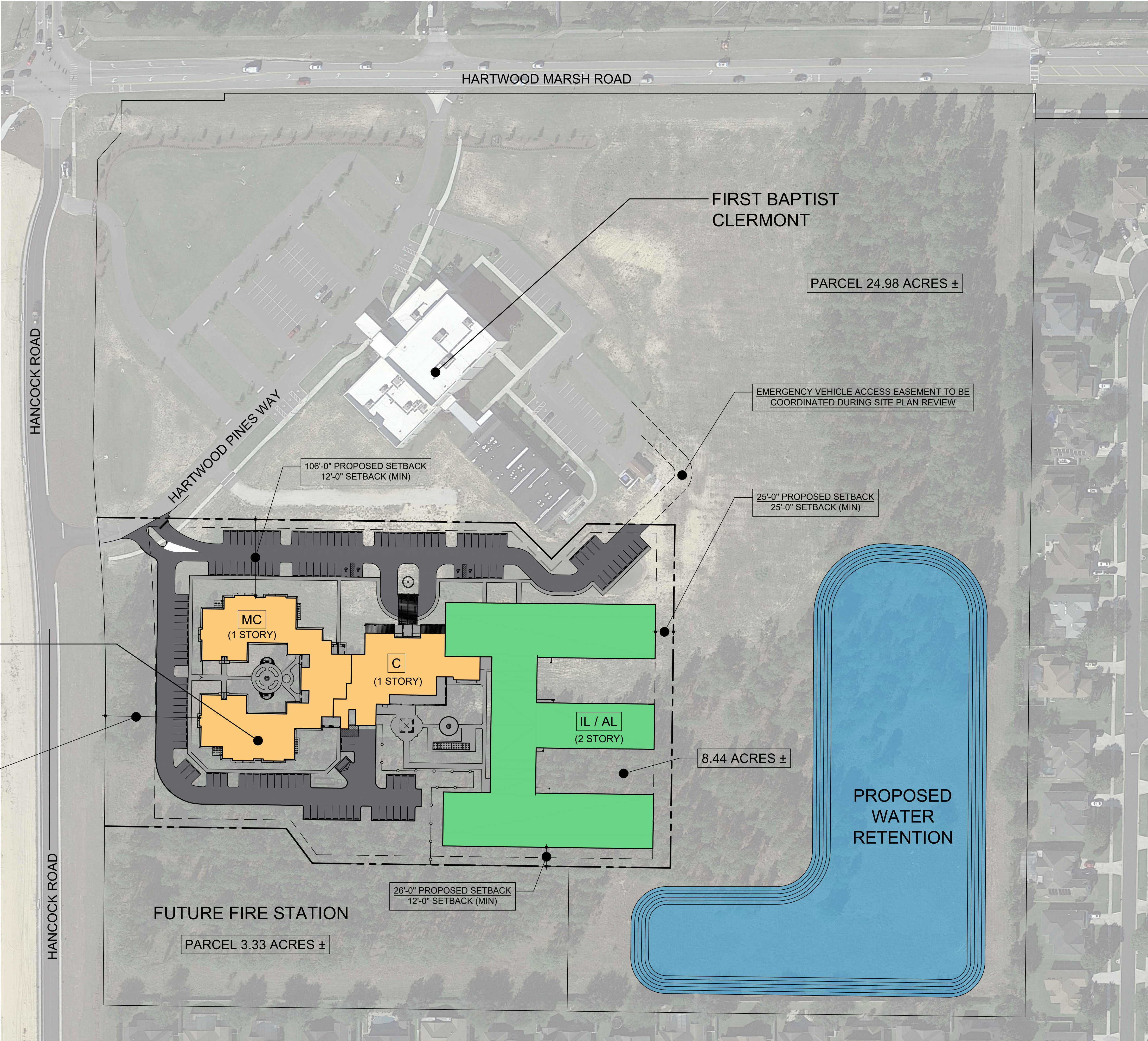


CLERMONT SENIOR HOUSING COMMUNITY UNIT COUNTS		
MEMORY CARE UNITS		36 UNITS
INDEPENDENT / ASSISTED LIVING UNITS		132 UNITS
TOTAL OVERALL BUILDING UNIT COUNT		168 UNITS

CLERMONT SENIOR HOUSING COMMUNITY SETBACKS		
SETBACK DESCRIPTION	MINIMUM	PROPOSED
HANCOCK RIGHT OF WAY TO BUILDING	25'-0"	130'-0"
NORTH PROPERTY LINE TO BUILDING	12'-0"	106'-0"
EAST PROPERTY LINE TO BUILDING	25'-0"	25'-0"
SOUTH PROPERTY LINE TO BUILDING	12'-0"	26'-0"

PROPOSED SENIOR
HOUSING BUILDING
(168 UNITS)

130'-0" PROPOSED SETBACK
25'-0" SETBACK (MIN)















CITY OF CLERMONT REZONING APPLICATION

DATE 1-10-2024		FEE: \$542.00 + cost of advertisement + cost of traffic review, if necessary	
Project Name (if applicable) First Baptist Church of Clermont - Assisted Living Facility			
Applicant First Baptist Church of Clermont, Inc.			
Contact Person Bill Lawson			
Address 2751 Hartwood Marsh Road		City Clermont	State FL Zip 34711
Telephone 352-394-4221		Fax	
Email Bill@progressiveplumbing.com			
OWNER INFORMATION			
Owner's Name Same as Applicant			
Owner Address		City	State Zip
Telephone		Email	
PROPERTY INFORMATION			
Address of Subject Property 2751 Hartwood Marsh Road		City Clermont	State FL Zip 34711
Legal Description (include copy of survey) See attached survey.			
Acreage 8.4		Land Use (City verification required) Low Density Residential	
Present Zoning (City verification required) R-1 Single Family Medium Density Residential		Proposed Zoning 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?

The applicant, First Baptist Church of Clermont, Inc. is requesting to change the Future Land Use designation from Low Density Residential to High Density Residential on approximately 8.4 acres of the 38-acre parcel. The subject parcel is located south of the existing church building adjacent to the west property line. This request is being heard concurrently with a rezoning from R-1, Single Family Residential to a Planned Unit Development (PUD) to allow for construction of a Senior Housing Facility (containing a mix of Assisted Living, Memory care and Independent Living Units). The First Baptist Church received approval for a Conditional Use Permit (Resolution No 2018-03). The Church Master Concept Plan, which is not an approved site plan, required a separate public hearing process to allow the Senior Housing Facility because the Comprehensive Plan does not allow that use in the Low Density Residential Land Use Category. The proposed map amendment will change the future land use from Clermont Low Density Residential, which allows up to a maximum of three (3) units per acre, to High Density Residential, which allows up to twelve (12) units per acre, and a variety of housing types with a (PUD) Planned Unit Development zoning designation.

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

FIRST BAPTIST CLERMONT, INC.
Applicant Name (print)

x William Stevenson Pres.
Applicant Name (signature)

FIRST BAPTIST CLERMONT, INC.
Owner Name (print)

x William Stevenson Pres.
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, November 12, 2024 at 6:30 PM the Clermont City Council will consider the enactment of the following proposed ordinance at a public hearing for final adoption.

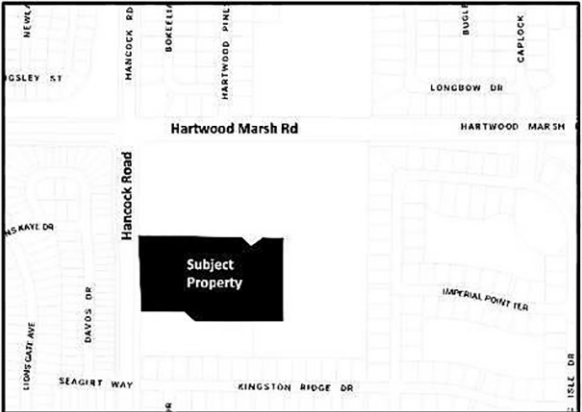
ORDINANCE NO. 2024-019

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 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)

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.

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

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

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

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

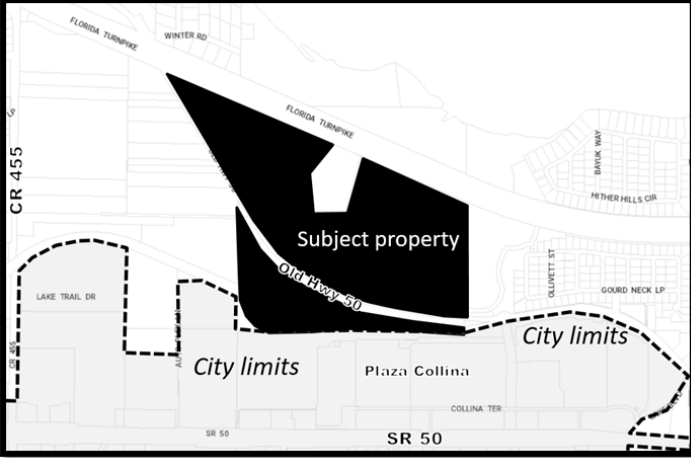
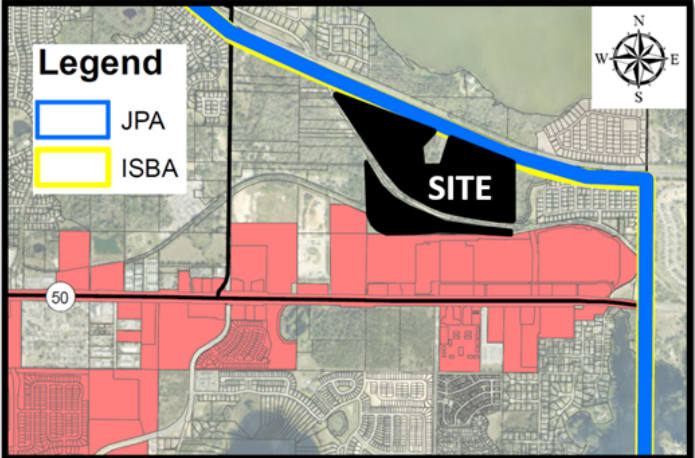
Tracy Ackroyd Howe, MMC
City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date			
Tuesday, November 12, 2024			
Agenda Item Name			
Ordinance No. 2024-030 <i>Final</i> <i>Old Hwy 50 Property Annexation</i>			
Requested Action			
Recommend approval of Ordinance 2024-030			
Staff Report			
The applicant, Daly Design Group, is requesting annexation into the City of Clermont consisting of a 123 +/- acre property, which is currently located adjacent to Old Highway 50, south of the Florida Turnpike and north of the Lake County Bike Trail. The city limits are abutting to the south of the property next to the Plaza Collina development. The applicant is seeking utility services in order to develop a 130 lot single-family subdivision. The applicant is also requesting a large scale comprehensive plan amendment and a rezoning to R-3.			
			
			
The project is located at the northern boundary of the City's Joint Planning Area (JPA) and Interlocal Service Boundary Agreement (ISBA). The City can provide adequate public facilities and services, with water and wastewater service being available at the end of the fourth quarter of 2025. The property meets the requirements of annexation by adjacently (contiguous) to the City of Clermont boundaries, under Florida Statutes 171.043. Staff is able to support the request and recommends approval of Ordinance 2024-030.			
Additional Analysis			
Fiscal Impact Summary			
None.			
Fiscal Impact	Fund Number and Description	Available Budget Amount	
Exhibits Attached (copies of original agreements)			
1.	2024-030 Old Hwy 50 Annexation (09.11.2024)	2024-030 Old Hwy 50 Annexation (09.11.2024).pdf	
2.	Old Hwy 50 Map	Old Hwy 50 Map.pdf	
3.	Application	Application.pdf	
4.	2024-030 Old HWY 50 Property Annex Ad CC	2024-030 Old HWY 50 Property Annex Ad CC.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2024-030

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

WHEREAS, the City Council of the City of Clermont, Lake County, Florida, has received a Petition for Annexation of a parcel of land contiguous to the present corporate limits under Section 171.044, Florida Statutes; and

WHEREAS, the City Council of the City of Clermont, Lake County, Florida, has determined that it is in the best interest of the City and of the property herein sought to be annexed that the City annex the following described property; and

WHEREAS, the City Council has determined that the area sought to be annexed is contiguous to the City and is in need of the services which the City can offer and the City has determined that such area sought to be annexed will be substantially benefited by annexation; and

WHEREAS, the City Council has determined that all requirements of Section 171.044, Florida Statutes, have been met.

SECTION 1:

NOW, THEREFORE, BE IT ORDAINED, under the provisions of Florida Statute Chapter 171 and the General and Special Laws of the State of Florida; that the City of Clermont, Lake County, Florida, does hereby annex to and make part of its corporate boundaries; the following described property contiguous to the present City boundary, to-wit:

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTIONS 23 AND 24, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH QUARTER CORNER OF SAID SECTION 24; THENCE RUN NORTH 89°27'45" WEST ALONG SOUTH LINE OF SOUTHWEST QUARTER OF SAID SECTION 24 FOR A DISTANCE OF 2689.54 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 24; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 00°37'34" EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 23 FOR A DISTANCE 525.12 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°37'34" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 986.76 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF OLD HIGHWAY 50 (COUNTY ROAD 50), ACCORDING TO MAP BOOK 9, PAGES 1 THROUGH 27 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID EAST LINE



CITY OF CLERMONT
ORDINANCE NO. 2024-030

RUN ALONG SAID SOUTHERLY RIGHT OF WAY THE FOLLOWING BEARINGS AND DISTANCES: SOUTH 30°57'07" EAST FOR A DISTANCE OF 505.32 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1145.92 FEET, WITH A CHORD BEARING OF SOUTH 46°20'03" EAST, AND A CHORD DISTANCE OF 607.92 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°45'50" FOR A DISTANCE OF 615.28 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 61°42'58" EAST FOR A DISTANCE OF 533.09 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1145.92 FEET, WITH A CHORD BEARING OF SOUTH 70°24'00" EAST, AND A CHORD DISTANCE OF 346.03 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°22'05" FOR A DISTANCE OF 347.36 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 79°05'03" EAST FOR A DISTANCE OF 695.91 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1432.39 FEET, WITH A CHORD BEARING OF SOUTH 82°26'58" EAST, AND A CHORD DISTANCE OF 168.17 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°43'50" FOR A DISTANCE OF 168.26 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 85°48'52" EAST FOR A DISTANCE OF 333.13 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24; THENCE RUN SOUTH 01°51'26" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 93.74 FEET; THENCE DEPARTING OF SAID EAST LINE RUN SOUTH 78°45'21" WEST FOR A DISTANCE OF 16.58 FEET; THENCE RUN NORTH 89°27'41" WEST FOR A DISTANCE OF 347.93 FEET; THENCE RUN NORTH 81°23'27" WEST FOR A DISTANCE OF 284.88 FEET; THENCE RUN NORTH 89°27'45" WEST FOR A DISTANCE OF 800.93 FEET; THENCE RUN SOUTH 84°40'34" WEST FOR A DISTANCE OF 391.68 FEET; THENCE RUN NORTH 89°27'45" WEST FOR A DISTANCE OF 485.78 FEET; THENCE RUN NORTH 72°52'24" WEST FOR A DISTANCE OF 97.00 FEET; THENCE RUN NORTH 54°21'37" WEST FOR A DISTANCE OF 109.53 FEET; THENCE RUN NORTH 35°52'17" WEST FOR A DISTANCE OF 174.17 FEET; THENCE RUN NORTH 12°34'19" WEST FOR A DISTANCE OF 250.75 FEET; THENCE RUN NORTH 67°01'23" WEST FOR A DISTANCE OF 26.34 FEET TO THE POINT OF BEGINNING.

CONTAINING: 25.684 ACRES, MORE OR LESS

TOGETHER WITH:

A PARCEL OF LAND LYING IN SECTIONS 23 AND 24, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH QUARTER CORNER OF SAID SECTION 24; THENCE RUN NORTH 01°51'26" EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24 FOR A DISTANCE 177.19 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF OLD HIGHWAY 50 (COUNTY ROAD 50), ACCORDING TO MAP BOOK 9, PAGES 1 THROUGH 27 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE RUN ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING BEARINGS AND DISTANCES:



CITY OF CLERMONT
ORDINANCE NO. 2024-030

NORTH 85°48'52" WEST FOR A DISTANCE OF 215.79 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1909.86 FEET, WITH A CHORD BEARING OF NORTH 82°26'57" WEST, AND A CHORD DISTANCE OF 224.21 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°43'49" FOR A DISTANCE OF 224.34 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 79°05'03" WEST FOR A DISTANCE OF 725.84 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1145.92 FEET, WITH A CHORD BEARING OF NORTH 70°24'00" WEST, AND A CHORD DISTANCE OF 346.03 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°22'05" FOR A DISTANCE OF 347.36 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 61°42'58" WEST FOR A DISTANCE OF 541.90 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1145.92 FEET, WITH A CHORD BEARING OF NORTH 46°20'02" WEST, AND A CHORD DISTANCE OF 607.92 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°45'50" FOR A DISTANCE OF 615.28 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 30°57'07" WEST FOR A DISTANCE OF 2229.26 FEET TO A POINT ON THE SOUTHERLY LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 91 (FLORIDA TURNPIKE), ACCORDING TO FLORIDA DEPARTMENT RIGHT OF WAY MAP F.P. NO. 435784-1/435785-1; THENCE RUN ALONG SAID SOUTHERLY LIMITED ACCESS RIGHT OF WAY LINE THE FOLLOWING BEARINGS AND DISTANCES: SOUTH 66°36'38" EAST FOR A DISTANCE OF 951.88 FEET; THENCE RUN SOUTH 00°53'19" WEST FOR A DISTANCE OF 15.75 FEET; THENCE RUN SOUTH 00°37'34" WEST FOR A DISTANCE OF 5.91 FEET; THENCE RUN SOUTH 66°36'38" EAST FOR A DISTANCE OF 1072.51 FEET; THENCE RUN NORTH 23°23'22" EAST FOR A DISTANCE OF 20.00 FEET; THENCE RUN SOUTH 66°36'38" EAST FOR A DISTANCE OF 105.21 FEET; THENCE RUN SOUTH 39°52'17" WEST FOR A DISTANCE OF 411.95 FEET; THENCE RUN SOUTH 04°09'25" EAST FOR A DISTANCE OF 491.24 FEET; THENCE RUN NORTH 90°00'00" EAST FOR A DISTANCE OF 389.94 FEET; THENCE RUN NORTH 14°51'30" EAST FOR A DISTANCE OF 683.34 FEET; THENCE RUN SOUTH 66°36'38" EAST FOR A DISTANCE OF 1364.27 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 5879.58 FEET, WITH A CHORD BEARING OF SOUTH 66°46'48" EAST, AND A CHORD DISTANCE OF 34.77 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°20'20" FOR A DISTANCE OF 34.77 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 24; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE RUN SOUTH 01°51'26" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 1338.14 FEET TO THE POINT OF BEGINNING.

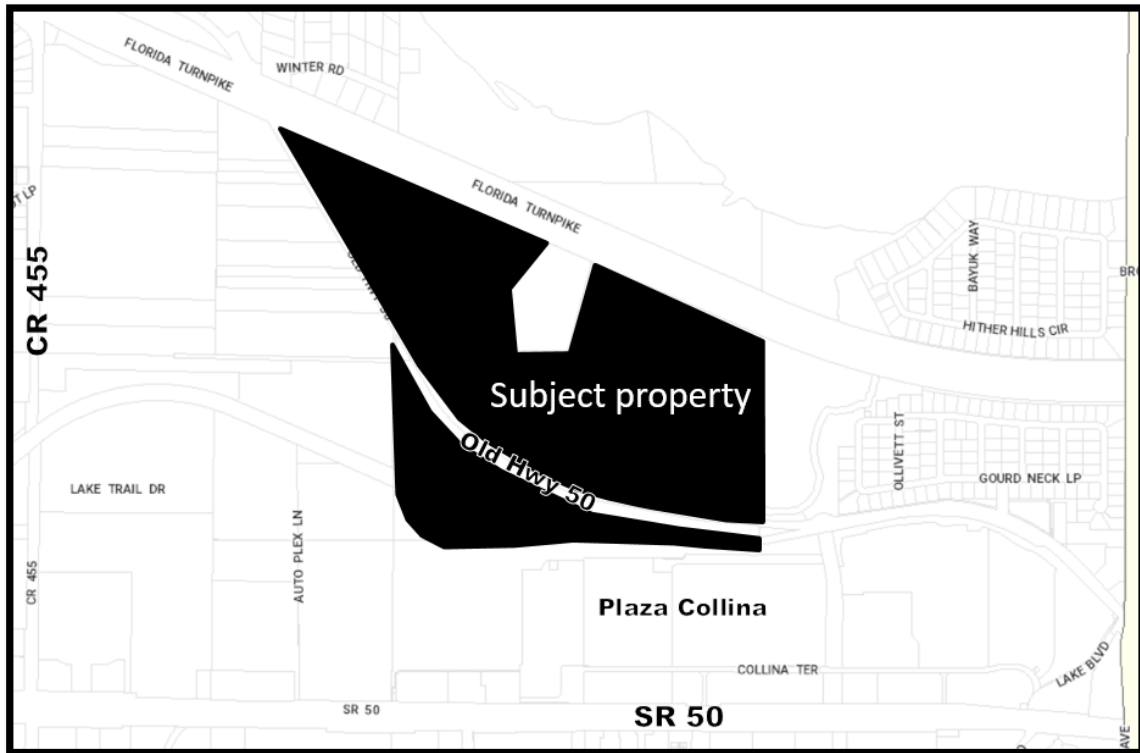
CONTAINING: 97.879 ACRES, MORE OR LESS

CONTAINING: 123.563 TOTAL ACRES, MORE OR LESS

CITY OF CLERMONT
ORDINANCE NO. 2024-030

LOCATION

Old Highway 50
South of the Florida Turnpike and North of the Lake County Bike Trail
Alternate Keys 1037387 2514809 1109051 3037243 3832862 3884751



SECTION 2:

That the aforescribed property shall be and hereby is made part and parcel of the City of Clermont, Lake County, Florida, and that said property shall be subject to all the laws, ordinances, and provisions pertaining to the City of Clermont.

SECTION 3:

All property aforescribed shall henceforth be subject to ad valorem taxation by the City of Clermont, Lake County, Florida and any other general or special taxes or assessments.

SECTION 4: CONFLICT

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



CITY OF CLERMONT
ORDINANCE NO. 2024-030

SECTION 5: SEVERABILITY

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

SECTION 6: ADMINISTRATIVE CORRECTION

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

SECTION 7: RECORDING

This Ordinance shall be recorded in the Public Records of Lake County, Florida. 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 shall take effect immediately upon its Second Reading and Final Passage.



CITY OF CLERMONT
ORDINANCE NO. 2024-030

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 12th day of November 2024.

CITY OF CLERMONT

Tim Murry, Mayor

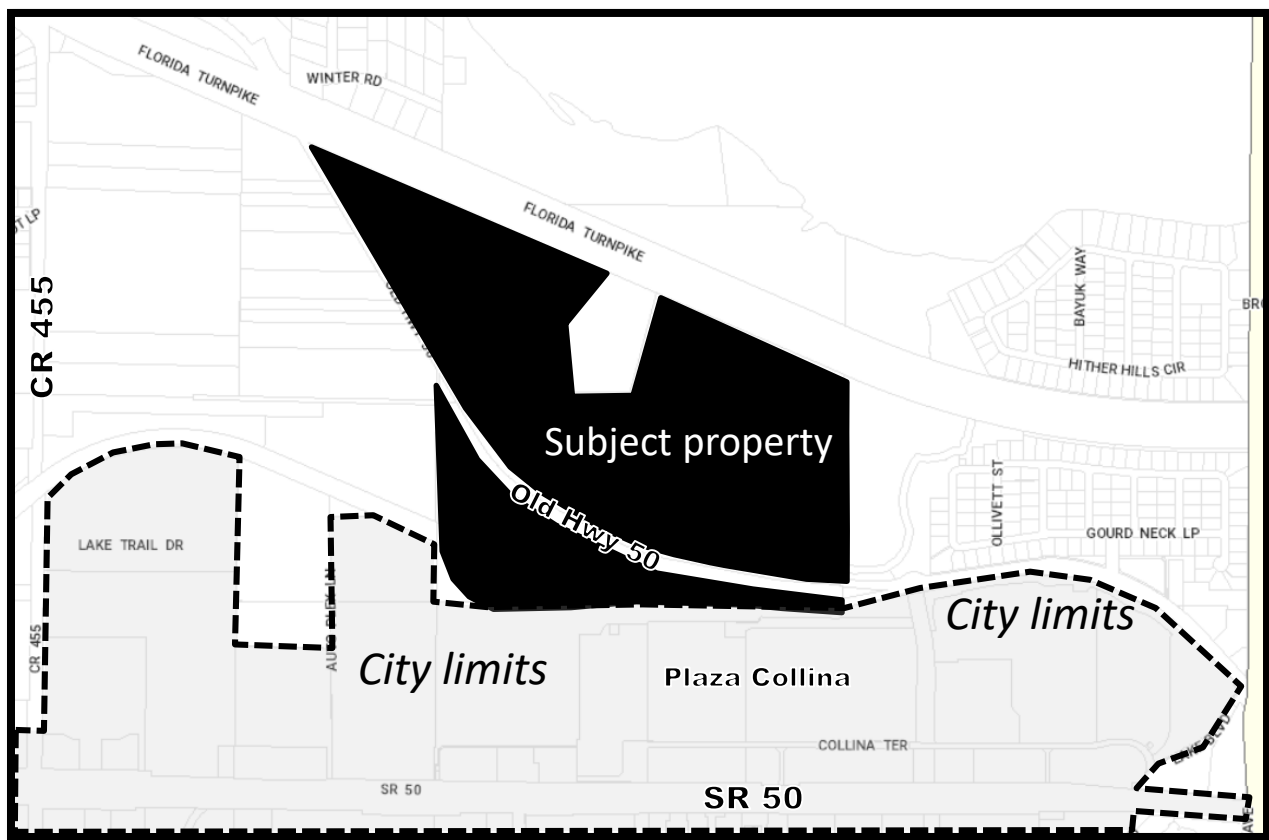
ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map – Old Hwy 50 Property





APPLICATION & PETITION

DATE: _____

FEE: \$155.⁰⁰
+ cost of advertising

Please type or print – use black pen/ink only.

PROJECT NAME (if applicable): OLD HWY 50 PROPERTY

APPLICANT: PINECASTLE INVESTMENTS PROPERTIES, LLC

Address: 5300 ORANGE AVE

City: ORLANDO State: FLORIDA Zip: 32809

Phone: 407.947.8406 Fax: _____

Applicant is: Owner: ☒ Agent: ☐ Purchaser: ☐ Lessee: ☐ Optionee: ☐

OWNER: PINECASTLE INVESTMENTS PROPERTIES, LLC

Address: 5300 ORANGE AVE

City: ORLANDO State: FLORIDA Zip: 32809

Phone: 407.947.8406 Fax: _____

AGENT NAME (Affidavit required): WILLIAM MAKI (DALY DESIGN GROUP)

Address: 913 N PENNSYLVANIA AVE

City: WINTER PARK State: FLORIDA Zip: 32789

Phone: 407.740.7373 Fax: _____

E-Mail: BMAKI@DALYDESIGN.COM

Property address and/or general location: _____

OLD HIGHWAY 50, SOUTH OF THE FLORIDA TURNPIKE AND NORTH OF THE LAKE COUNTY BIKE TRAIL

Area of property: 123.56 +/- acres, and/or 5,382,273.6 +/- sq. ft.

The property is PRESENTLY used for: VACANT / PINE TREE FARM

The property is PROPOSED to be used for: SINGLE FAMILY RESIDENTIAL



Existing Lake County Land Use* : URBAN LOW DENSITY

Existing Lake County Zoning* : R-3 AND A-1

*** NOTE: All property annexed into the City of Clermont is automatically zoned Urban Estate Residential (UE) Zoning District. A separate application for a Land Use Plan Amendment & Rezoning is required. Applicable fees shall apply.**

Number of existing structures on the property and their present use: 1 SINGLE FAMILY HOME
VACANT

State the reason or basis for this request: REQUESTING TO ANNEX INTO THE CITY OF CLERMONT
TO DEVELOP A SINGLE FAMILY RESIDENTIAL COMMUNITY WITH THE PROPERTY BOUNDARIES

EXACT LEGAL DESCRIPTION as shown on the Tax Receipt or Warrant Deed.
(attach copy).

Section 24, Township 22, Range 25

SEE ATTACHED DOCUMENTS

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



**PETITION OF LANDOWNER(S) FOR ANNEXATION
OF CERTAIN PROPERTY TO THE CITY OF CLERMONT**

WE, the undersigned landowner(s) pursuant to the provisions of Chapter 59-1497 (Senate Bill No. 912), Laws of Florida, Regular Session 1959, entitled

AN ACT TO AMEND CHAPTER 9820, LAWS OF FLORIDA, SPECIAL ACT OF 1923, AS AMENDED, BEING THE CHARTER OF THE CITY OF CLERMONT, FLORIDA, TO PROVIDE ENABLING LEGISLATION FOR THE FUTURE ANNEXATION OF CONTIGUOUS TERRITORY BY PETITION AND CONSENT OF THE LANDOWNER(S) IN THE AREA SOUGHT TO BE ANNEXED: PROVIDING THAT SAID PROVISIONS SHALL BE CUMULATIVE: PROVIDING THAT THE PROPERTY ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY, AND PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL OF SUCH TERRITORY HAD BEEN A PART OF THE CITY OF CLERMONT AT THE TIME OF THE PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES, AND FIXING EFFECTIVE DATE,

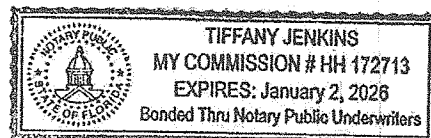
hereby petition that the hereinafter described real estate be annexed to, and become a part of the city limits of the City of Clermont, a municipal corporation in Lake County, Florida, created and existing pursuant to Chapter 9820, Laws of Florida, Special Acts of 1923, and amendatory and supplementary acts thereto, and we, jointly and severally, consent to such annexation of such area to said City of Clermont and upon annexation sought by this petition, all of the property, real and personal, within such area, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties and privileges of said City of Clermont, Florida and the said property shall be liable, proportionally, for all the present outstanding and existing, as well as future, indebtedness of the said City of Clermont; that all of the ordinances of the City of Clermont and all laws heretofore passed by the Legislature of the State of Florida, relating to and which now or hereafter constitute its Charter shall apply to have the same force and effect in such territory as may be annexed under the provisions hereof as if all of such territory had been part of the City of Clermont at the time of the passage and approval of said laws and ordinances.

IN WITNESS WHEREOF, we, the undersigned landowners, as petitioners, have hereunto set our hands and seals as of the 29th day of April, 2021.

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

[Signature]
Landowner (Petitioner)
4-29-21
Date

[Signature]
Notary Public
1.2.26
My Commission Expires





OWNER / AGENT AFFIDAVIT (ANNEXATION)

Date: 4-29-24

Before me, the undersigned authority personally appeared ROBERT HARRELL
(owner(s) name), who being by me duly sworn on oath,
deposes and says:

1. That said authority is the fee-simple owner of the property legally described in this application.
2. That said authority desires an ANNEXATION to allow:
THE DEVELOPMENT OF A MAX 130 UNIT SINGLE FAMILY COMMUNITY
3. That said authority (owner) has appointed (agent's name) WILLIAM MAKI
(DALY DESIGN GROUP) to act in its behalf to accomplish the above, and
before me the undersigned authorized agent personally appeared and being by me duly
sworn on oath, deposes and says:

A. That he/she affirms and certifies that he/she understands and will comply with all Ordinances, Regulations, and Provisions of the City of Clermont, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his/her knowledge and belief, and further, that this application and attachments shall become part of the Official Records of the City of Clermont, Florida, and are not returnable.

B. That the Submittal requirements for the application have been completed and attached hereto as part of that application.

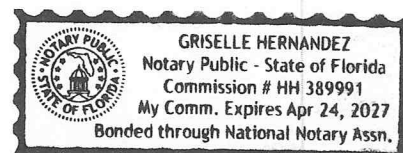
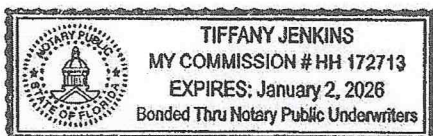
X Robert Harrell X
Owner (signature)

William Maki
Agent's (signature)

Sworn to and subscribed before
me this 29th day of April,
20 24.
Tiffany Jenkins
Notary Public, State of FL
My commission expires: 1.2.26

Sworn to and subscribed before
me this 10 day of May,
20 24.
Griselle Hernandez
Notary Public, State of FL
My commission expires:

*Note: Owner must sign affidavit. When agent is representing case, both agent and owner must sign affidavit.



A Parcel of land lying in Sections 23 and 24, Township 22 South, Range 26 East, Lake County, Florida. Being more particularly described as follows:

Commence at the South quarter corner of said Section 24; Thence run North 89°27'45" West along South line of Southwest quarter of said Section 24 for a distance of 2689.54 feet to the Southwest corner of the Southwest quarter of said Section 24; Thence departing said South line run North 00°37'34" East along the East line of the Southeast quarter of said Section 23 for a distance 525.12 feet to the point of beginning; Thence continue North 00°37'34" East along said East line for a distance of 986.76 feet to a point on the Southerly right of way of Old Highway 50 (County Road 50), according to map book 9, pages 1 through 27 of the public records of Lake County, Florida; Thence departing said East line run along said Southerly right of way the following bearings and distances: South 30°57'07" East for a distance of 505.32 feet to the point of curvature of a curve, concave Northeasterly having a radius of 1145.92 feet, with a chord bearing of South 46°20'03" East, and a chord distance of 607.92 feet; thence run Southeasterly along the arc of said curve through a central angle of 30°45'50" for a distance of 615.28 feet to a point of tangency; Thence run south 61°42'58" East for a distance of 533.09 feet to the point of curvature of a curve, concave Northeasterly having a radius of 1145.92 feet, with a chord bearing of South 70°24'00" East, and a chord distance of 346.03 feet; Thence run Southeasterly along the arc of said curve through a central angle of 17°22'05" for a distance of 347.36 feet to a point of tangency; Thence run South 79°05'03" East for a distance of 695.91 feet to the point of curvature of a curve, concave Northeasterly having a radius of 1432.39 feet, with a chord bearing of south 82°26'58" East, and a chord distance of 168.17 feet; Thence run Southeasterly along the arc of said curve through a central angle of 06°43'50" for a distance of 168.26 feet to a point of tangency; Thence run South 85°48'52" East for a distance of 333.13 feet to a point on the East line of the Southwest quarter of said Section 24; Thence run South 01°51'26" West along said east line for a distance of 93.74 feet; Thence departing of said east line run South 78°45'21" West for a distance of 16.58 feet; Thence run North 89°27'41" West for a distance of 347.93 feet; thence run North 81°23'27" West for a distance of 284.88 feet; Thence run North 89°27'45" West for a distance of 800.93 feet; Thence run South 84°40'34" West for a distance of 391.68 feet; Thence run North 89°27'45" West for a distance of 485.78 feet; Thence run North 72°52'24" West for a distance of 97.00 feet; Thence run North 54°21'37" West for a distance of 109.53 feet; Thence run North 35°52'17" West for a distance of 174.17 feet; Thence run North 12°34'19" West for a distance of 250.75 feet; Thence run North 67°01'23" West for a distance of 26.34 feet to the point of beginning.

containing: 25.684 acres, more or less

together with:

A parcel of land lying in Sections 23 and 24, Township 22 South, Range 26 East, Lake County, Florida. being more particularly described as follows:

Commence at the South quarter corner of said section 24; Thence run North 01°51'26" East along the East line of the Southwest quarter of said Section 24 for a distance 177.19 feet to a point on the Northerly right of way of old highway 50 (County Road 50), according to Map Book 9, Pages 1 through 27 of the Public Records of Lake County, Florida and the point of beginning; Thence departing said East line run along said Northerly right of way line the following bearings and distances: North 85°48'52" West for a distance of 215.79 feet to the point of curvature of a curve, concave Northeasterly having a radius of 1909.86 feet, with a chord bearing of North 82°26'57"

West, and a chord distance of 224.21 feet; Thence run Northwesterly along the arc of said curve through a central angle of 06°43'49" for a distance of 224.34 feet to a point of tangency; Thence run North 79°05'03" West for a distance of 725.84 feet to the point of curvature of a curve, concave Northeasterly having a radius of 1145.92 feet, with a chord bearing of North 70°24'00" West, and a chord distance of 346.03 feet; Thence run Northwesterly along the arc of said curve through a central angle of 17°22'05" for a distance of 347.36 feet to a point of tangency; Thence run North 61°42'58" West for a distance of 541.90 feet to the point of curvature of a curve, concave Northeasterly having a radius of 1145.92 feet, with a chord bearing of North 46°20'02" West, and a chord distance of 607.92 feet; Thence run Northwesterly along the arc of said curve through a central angle of 30°45'50" for a distance of 615.28 feet to a point of tangency; Thence run North 30°57'07" West for a distance of 2229.26 feet to a point on the Southerly limited access right of way line of State Road 91 (Florida Turnpike), according to Florida department right of way map f.p. no. 435784-1/435785-1; Thence run along said Southerly limited access right of way line the following bearings and distances: South 66°36'38" East for a distance of 951.88 feet; Thence run South 00°53'19" West for a distance of 15.75 feet; Thence run South 00°37'34" West for a distance of 5.91 feet; Thence run South 66°36'38" East for a distance of 1072.51 feet; Thence run North 23°23'22" East for a distance of 20.00 feet; Thence run South 66°36'38" East for a distance of 105.21 feet; Thence run South 39°52'17" West for a distance of 411.95 feet; Thence run South 04°09'25" East for a distance of 491.24 feet; Thence run North 90°00'00" East for a distance of 389.94 feet; Thence run North 14°51'30" East for a distance of 683.34 feet; Thence run South 66°36'38" East for a distance of 1364.27 feet to the point of curvature of a curve, concave Northeasterly having a radius of 5879.58 feet, with a chord bearing of South 66°46'48" East, and a chord distance of 34.77 feet; Thence run Southeasterly along the arc of said curve through a central angle of 00°20'20" for a distance of 34.77 feet to a point on the East line of the Southwest 1/4 of said Section 24; Thence departing said Southerly right of way line run South 01°51'26" West along said East line for a distance of 1338.14 feet to the point of beginning.

Containing: 97.879 acres, more or less

Containing: 123.563 total acres, more or less



Old Hwy 50 Property Clermont, Florida

Exhibit 1 Location Map



daly design group

Urban Planning · Landscape Architecture · Project Management
913 N Pennsylvania Ave, Winter Park, Florida 32789
Phone 407.740.7373 · www.dalydesign.com
Job No.: 21235 Scale: nts Date: 05.08.2024



2024 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L16000137966

Entity Name: PINECASTLE INVESTMENT PROPERTIES, LLC

Current Principal Place of Business:

5300 SOUTH ORANGE AVENUE
ORLANDO, FL 32809

Current Mailing Address:

5300 SOUTH ORANGE AVENUE
ORLANDO, FL 32809 US

FEI Number: 37-1871148

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

HARRELL, ROBERT S
5300 SOUTH ORANGE AVENUE
ORLANDO, FL 32809 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: ROBERT S HARRELL

01/24/2024

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title MGR
Name HARRELL, ROBERT S
Address 5300 SOUTH ORANGE AVENUE
City-State-Zip: ORLANDO FL 32809

Title MGR
Name HARRELL-JONES, YOLONDA
Address 5300 SOUTH ORANGE AVENUE
City-State-Zip: ORLANDO FL 32809

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: ROBERT S. HARRELL

MGR

01/24/2024

Electronic Signature of Signing Authorized Person(s) Detail

Date

PROPERTY RECORD CARD

General Information

Name:	PINECASTLE INVESTMENT PROPERTIES LLC	Alternate Key:	1037387
Mailing Address:	5300 S ORANGE AVE ORLANDO, FL 32809 Update Mailing Address	Parcel Number: ⓘ	24-22-26-0003-000-00800
		Millage Group and City:	0003 Unincorporated
		2023 Total Certified Millage Rate:	13.2799
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	OLD HIGHWAY 50 WINTER GARDEN FL, 34787	Property Name:	-- Submit Property Name ⓘ
		School Information:	School Locator & Bus Stop Map ⓘ School Boundary Maps ⓘ
Property Description:	THE NORTH 1/2 OF THE SOUTHWEST 1/4 LYING SOUTHWESTERLY OF THE TURNPIKE IN SECTION 24 TOWNSHIP 22 SOUTH RANGE 26 EAST-- LESS FROM THE SOUTHWEST CORNER OF SECTION 24 TOWNSHIP 22 SOUTH RANGE 26 EAST RUN NORTH 00-37-34 EAST ALONG THE WEST LINE 2639.57 FEET TO A POINT ON THE SOUTHERLY LIMITED ACCESS RIGHT OF WAY LINE OF THE SUNSHINE STATE PARKWAY, RUN SOUTH 66-36-38 EAST ALONG SAID SOUTHERLY LIMITED ACCESS RIGHT OF WAY 1072.51 FEET, NORTH 23-23-22 EAST ALONG SAID SOUTHERLY LIMITED ACCESS RIGHT OF WAY LINE 20 FEET, SOUTH 66-36-38 EAST ALONG SAID RIGHT OF WAY LINE 105.21 FEET FOR THE POINT OF BEGINNING, THENCE CONTINUE SOUTH 66-36-38 EAST 366.84 FEET, SOUTH 14-51-30 WEST 683.34 FEET, NORTH 90-00-00 WEST 389.94 FEET, NORTH 04-09-25 WEST 491.24 FEET, NORTH 39-52-17 EAST 411.95 FEET TO THE POINT OF BEGINNING--ORB 5857 PG 2223		
NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.			

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class	Value	Land Value
1	ACREAGE - NON AGRICULTURAL FUTURE DEVELOPMENT (9901)	0	0		9.050	Acre		\$135,750.00	\$135,750.00
2	WETLAND (9600)	0	0		15.450	Acre		\$695.00	\$695.00
3	AG / TIMBER S I 70 (5400)	0	0	TIMBER	15.050	Acre		\$5,268.00	\$270,900.00

[Click here for Zoning Info ⓘ](#)[FEMA Flood Map](#)

Miscellaneous Improvements

There is no improvement information to display.

Exemptions Information

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

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

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

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Property data updated nightly.
Site Notice

PROPERTY RECORD CARD

General Information

Name:	PINECASTLE INVESTMENT PROPERTIES LLC	Alternate Key:	2514809
Mailing Address:	5300 S ORANGE AVE ORLANDO, FL 32809 Update Mailing Address	Parcel Number: ⓘ	09-22-26-1000-33A-00000
		Millage Group and City:	0003 Unincorporated
		2023 Total Certified Millage Rate:	13.2799
		Trash/Recycling/ Water/Info:	My Public Services Map ⓘ
Property Location:	OLD HIGHWAY 50 WINTER GARDEN FL, 34787	Property Name:	-- Submit Property Name ⓘ
		School Information:	School Locator & Bus Stop Map ⓘ
			School Boundary Maps ⓘ
Property Description:	LAKE HIGHLANDS 23-22-26 PG 4 PG 11 TRACT 33A LYING SOUTH OF SUNSHINE PARKWAY AND LYING EAST OF TAVARES AND GULF RAILROAD COMPANY RIGHT OF WAY AND BEGINNING AT THE EAST 1/4 CORNER OF SAID SECTION 33 RUN SOUTH 00-37-34 WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 A DISTANCE OF 982.22 FEET NORTH 30-57-07 WEST 28.64 FEET TO THE EAST LINE OF SAID TRACT 33A NORTH 00-37-34 EAST ALONG SAID EAST LINE 938.21 FEET NORTH 87-50-50 WEST 625 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF OLD HIGHWAY 50 NORTH 30-57-07 WEST ALONG SAID NORTHEASTERLY RIGHT OF WAY 41.78 FEET TO THE SOUTH LINE OF TRACT 32 SOUTH 87-50-50 EAST ALONG SAID SOUTH LINE 661.96 FEET TO THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 23 SOUTH 00-53-19 WEST ALONG SAID EAST LINE 15 FEET TO THE POINT OF BEGINNING--LESS THAT PART OF VACATED ROAD LYING WEST OF EAST LINE OF ABANDONED FORMER T & G RAILROAD RIGHT OF WAY AND EAST OF EAST LINE OF OLD HIGHWAY 50--ORB 5857 PG 2223		
NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.			

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class	Value	Land Value
1	VACANT RESIDENTIAL (0000)	0	0		6.330	Acre		\$155,085.00	\$155,085.00
Click here for Zoning Info ⓘ					FEMA Flood Map				

Miscellaneous Improvements

There is no improvement information to display.

Exemptions Information

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

Homestead Exemption (first exemption up to \$25,000)	Learn More View the Law
--	---

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

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

Copyright © 2014 Lake County Property Appraiser. All rights reserved.
Property data updated nightly.

Site Notice

This Instrument Prepared by
and Return to:
Mark Bradley Luczak, II, Esq.
WHITE & LUCZAK, P.A.
400 West Morse Boulevard, Suite 230
Winter Park, FL 32789
407.647.9300

Property Appraiser's Parcel Identification Number: 24-22-26-0003-000-00800 (Parcel 1) and 09-22-26-1000-33A-00000 (Parcel 2)

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is executed and delivered this 9th day of December, 2021, by RHONDA W. MCKINLEY, individually and acting in her capacity as successor trustee under the terms and conditions set forth in that certain Land Trust Agreement dated November 10th, 1988, as subsequently amended, whose address is 3527 CR 526 Sumterville, Florida 33585 (the "Grantor"), to PINECASTLE INVESTMENT PROPERTIES, LLC, a Florida limited liability company whose address is 5300 South Orange Avenue, Orlando, Florida 32809 (the "Grantee"):

[Whenever used herein the terms Grantor and Grantee include all the parties to this instrument and their successors and assigns, and the heirs and legal representatives of parties who are individuals.]

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, alienates, remises, releases, conveys and confirms unto the Grantee, all of that certain land, situate in Lake County, Florida, which is legally described on Exhibit "A attached hereto together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining (collectively, the "Land").

TO HAVE AND TO HOLD, the Land in fee simple forever.

AND the Grantor hereby warrants that, as of the execution date of this special warranty deed, the Land is not the Grantor's homestead within the meaning set forth in the Constitution of the State of Florida nor was the Land the homestead of the Grantor's spouse, or the Grantor's minor children, if any nor is the Land contiguous to, or a part of any homestead property of the Grantor.

AND the Grantor hereby covenants with the Grantee that (i) Grantor is lawfully seized of title to the Land in fee simple, (ii) the Grantor has good right and lawful authority to sell and convey the Land, and (iii) the Grantor warrants Grantor's title to the Land only against the lawful claims of persons claiming by, through, or under, the Grantor but not otherwise, save and except for claims arising under and by virtue of the following, to wit:

Ad valorem real property taxes for the tax year 2022 and all subsequent years which are not yet due and payable.

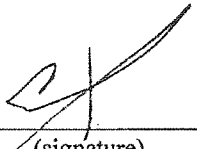
Resolution recorded November 10, 1953 in Deed Book 344, Page 41, Public Records of Lake County, Florida.

Provisions of the Plat of Map of Section 23, Township 22S, Range 26 E, Lake Highlands Company, recorded November 6, 1920 in Plat Book 4, Page 11, Public Records of Lake County, Florida.

Unity of Title recorded February 25, 1997, in Book 1498, Page 1646, Public Records of Lake County, Florida.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

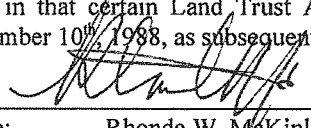


(signature)
Name: Cory K. Kufola
(print)



(signature)
Name: M. Bradley Luczak
(print)

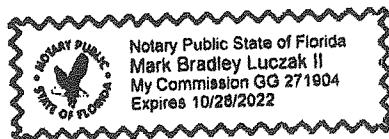
RHONDA W. MCKINLEY individually and as
successor trustee under the terms and conditions set
forth in that certain Land Trust Agreement dated
November 10th, 1988, as subsequently amended



Name: Rhonda W. McKinley
Title: Successor Trustee

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 2nd day of December, 2021, by Rhonda W. McKinley individually and acting in her capacity as successor trustee under the terms and conditions set forth in that certain Land Trust Agreement dated November 10th, 1988, as subsequently amended. She is personally known to me or she has produced _____ as identification.



NOTARY PUBLIC

Sign 
Print MARK BRADLEY LUCZAK II
State of Florida at Large (Seal)
My Commission Expires:

EXHIBIT "A"

Legal Description of the Land

The land referred to herein below is situated in the County of LAKE, State of Florida, and described as follows:

PARCEL 1:

The North 1/2 of the Southwest 1/4 of Section 24, Township 22 South, Range 26 East, Lake County, Florida, lying South of the Southerly Right of Way line of the Sunshine State Parkway, Less and except right of way for County Roads and also less and except the Tavares and Gulf Railroad Company right-of-way, Public Records of Lake County, Florida.

LESS AND EXCEPT:

That portion taken by Stipulated Order of Taking and Final Judgment recorded December 18, 2019 in Official Records Book 5392, Page 1509, Public Records of Lake County, Florida.

PARCEL 2:

Tract 33A, in Section 23, Township 22 South, Range 26 East, property of Lake Highlands Company, according to the Plat thereof, as recorded in Plat book 4, Page 11, of the Public Records of Lake County, Florida, lying South of Sunshine Parkway and lying East of the Tavares and Gulf Railroad Company right-of-way, less the North 20 feet thereof for road.

PROPERTY RECORD CARD

General Information

Name:	PINECASTLE INVESTMENT PROPERTIES LLC	Alternate Key:	1109051
Mailing Address:	5300 S ORANGE AVE ORLANDO, FL 32809 Update Mailing Address	Parcel Number: ⓘ	23-22-26-0001-000-00100
		Millage Group and City:	0003 Unincorporated
		2023 Total Certified Millage Rate:	13.2799
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	OLD HIGHWAY 50 CLERMONT FL, 34711	Property Name:	-- Submit Property Name ⓘ
		School Information:	School Locator & Bus Stop Map ⓘ
			School Boundary Maps ⓘ
Property Description:	ABANDONED FORMER T & G RAILROAD RIGHT OF WAY SOUTH OF TURNPIKE AND THAT PORITON OF AN UNNAMED RIGHT OF WAY LYING ALONG THE NORTH LINE OF TRACT 33A AND LYING ALONG THE SOUTH LINE OF TRACT 32 LYING WESTERLY EXTENSION THERE OF IN LAKE HIGHLANDS SUB IN SECTION 23 TOWNSHIP 22 SOUTH RANGE 26 EAST AND BOUNDED ON THE EAST BY THE NORTHEASTERLY RIGHT OF WAY LINE OF THE TAVARES & GULF RAILROAD AS SHOWN ON SAID PLAT AND BOUNDED ON WEST BY THE EAST LINE OF OLD HIGHWAY 50 ORB 5918 PG 520		
NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.			

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class	Value	Land Value
1	UTILITY (9100)	0	0		2.440	Acre		\$7,320.00	\$7,320.00
Click here for Zoning Info ⓘ				FEMA Flood Map					

Miscellaneous Improvements

There is no improvement information to display.

Exemptions Information

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

Homestead Exemption (first exemption up to \$25,000)	Learn More View the Law
Additional Homestead Exemption (up to an additional \$25,000)	Learn More View the Law
Limited Income Senior Exemption (applied to county millage - up to \$50,000)	Learn More View the Law
Limited Income Senior Exemption (applied to city millage - up to \$25,000) ⓘ	Learn More View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More View the Law
Widow / Widower Exemption (up to \$5,000)	Learn More View the Law
Blind Exemption (up to \$500)	Learn More View the Law

Disability Exemption (up to \$5,000)	Learn More View the Law
Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Disability Exemption (\$5,000)	Learn More View the Law
Veteran's Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Combat Related Disability Exemption (amount varies)	Learn More View the Law
Deployed Servicemember Exemption (amount varies)	Learn More View the Law
First Responder Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Surviving Spouse of First Responder Exemption (amount varies)	Learn More View the Law
Conservation Exemption (amount varies)	Learn More View the Law
Tangible Personal Property Exemption (up to \$25,000)	Learn More View the Law
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More View the Law
Economic Development Exemption	Learn More View the Law
Government Exemption (amount varies)	Learn More View the Law

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Property data updated nightly.
[Site Notice](#)

This Instrument Prepared by
and Return to:
Mark Bradley Luczak, II, Esquire
WHITE & LUCZAK, P.A.
400 West Morse Boulevard, Suite 230
Winter Park, FL 32789
407.647.9300

Property Appraiser's Parcel Identification Number:

QUIT CLAIM DEED

THIS QUIT CLAIM DEED is executed and delivered this 02 day of December, 2021, by DALEON, LLC, a Florida limited liability company whose address is 3527 CR 526 Sumterville, Florida 33585, and RHONDA W. MCKINLEY individually and acting in her capacity as successor trustee under the terms and conditions set forth in that certain Land Trust Agreement dated November 10th, 1988, as subsequently amended, whose address is 3527 CR 526 Sumterville, Florida 33585 (collectively, the "Grantor"), PINECASTLE INVESTMENT PROPERTIES, LLC, a Florida limited liability company whose address is 5300 South Orange Avenue, Orlando, Florida 32809 (the "Grantee"):

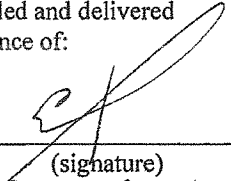
[Whenever used herein the terms Grantor and Grantee include all the parties to this instrument and their successors and assigns, and the heirs and legal representatives of parties who are individuals.]

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, alienates, remises, releases, conveys and confirms unto the Grantee, all the right, title, interest claim and demand, if any, which the Grantor has in and to all of that certain land, situate in Lake County, Florida, which is legally described on Exhibit "A" attached hereto together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining (collectively, the "Land").

TO HAVE AND TO HOLD the Land together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:



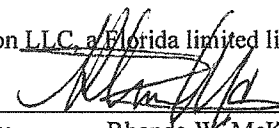
(signature)
Name: Amy Kusler

(print)

(signature)
Name: M. Bradley Luczak

(print)

Daleon LLC, a Florida limited liability company

By: 

Name: Rhonda W. McKinley
Title: Manager

(signature)
 Name: CORY KROEGER
 (print)

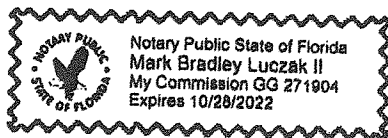
(signature)
 Name: M. BRADLEY LUCZAK
 (print)

RHONDA W. MCKINLEY individually and as successor trustee under the terms and conditions set forth in that certain Land Trust Agreement dated November 10th, 1988, as subsequently amended

Name: Rhonda W. McKinley
 Title: Successor Trustee

STATE OF FLORIDA
 COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 8th day of December, 2021, by Rhonda W. McKinley acting in her capacity as the manager of Daleon LLC, a Florida limited liability company. She is personally known to me or she has produced _____ as identification.

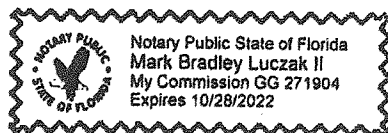


NOTARY PUBLIC:

Sign _____
 Print MARK BRADLEY LUCZAK II
 State of Florida at Large (Seal)
 My Commission Expires:

STATE OF FLORIDA
 COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 8th day of December, 2021, by Rhonda W. McKinley individually and acting in her capacity as successor trustee under the terms and conditions set forth in that certain Land Trust Agreement dated November 10th, 1988, as subsequently amended. She is personally known to me or she has produced _____ as identification.



NOTARY PUBLIC:

Sign _____
 Print MARK BRADLEY LUCZAK II
 State of Florida at Large (Seal)
 My Commission Expires:

EXHIBIT "A"
Legal Description of the Land

**THIS IS NOT A SURVEY
 LEGAL DESCRIPTION**

A STRIP OF LAND LYING IN SECTION 23, TOWNSHIP 22 SOUTH, RANGE 26 EAST BEING THAT PORTION OF THE ABANDONED TAVARES AND GULF RAILROAD RIGHT-OF-WAY, BOUNDED ON THE NORTH BY THE SOUTH LIMITED ACCESS RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE (STATE ROAD 91), BOUNDED ON THE SOUTH BY THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 23, BOUNDED ON THE EAST BY THE NORTHERLY RIGHT-OF-WAY LINE OF SAID ABANDONED TAVARES AND GULF RAILROAD AND BOUNDED ON THE WEST BY THE MAINTAINED NORTHERLY RIGHT-OF-WAY LINE OF OLD HIGHWAY 50 (COUNTY ROAD 438) ACCORDING TO MAP BOOK 9, PAGES 1 THROUGH 27, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST QUARTER CORNER OF SAID SECTION 23 FOR A POINT OF REFERENCE; THENCE RUN NORTH 87°50'50" WEST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 614.02 FEET TO THE INTERSECTION WITH SAID SOUTH LINE AND SAID NORTHERLY RIGHT-OF-WAY LINE OF THE ABANDONED TAVARES AND GULF RAILROAD AND THE POINT OF BEGINNING; THENCE RUN SOUTH 30°57'07" EAST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 1172.14 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 23; THENCE RUN SOUTH 00°37'33" WEST, ALONG SAID EAST LINE, 61.59 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID OLD HIGHWAY 50; THENCE RUN NORTH 30°57'07" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 1676.04 FEET TO A POINT ON THE SOUTH LIMITED ACCESS RIGHT-OF-WAY LINE OF SAID STATE ROAD 91 (FLORIDA TURNPIKE); THENCE RUN SOUTH 66°36'38" EAST, ALONG SAID SOUTH LIMITED ACCESS RIGHT-OF-WAY LINE, 55.32 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID TAVARES AND GULF RAILROAD; THENCE RUN SOUTH 30°57'07" EAST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 406.49 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED STRIP OF LAND LIES IN LAKE COUNTY, FLORIDA AND CONTAINS 1.20 ACRES MORE OR LESS.

SHEET 1 OF 2
 SEE SHEET 2 OF 2
 FOR SKETCH OF
 DESCRIPTION



16 East Plant Street
 Winter Garden, Florida 34787 • (407) 654 5335

SURVEYOR'S NOTES:

1. THIS SKETCH IS NOT VALID UNLESS SIGNED AND SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
2. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 23-22-26, BEING NORTH 87°50'50" WEST.
3. THE LEGAL DESCRIPTION WAS PREPARED WITHOUT BENEFIT OF TITLE.
4. THE ADJOINING RECORDING INFORMATION SHOWN HEREON WAS OBTAINED FROM THE LAKE COUNTY PROPERTY APPRAISER PUBLIC ACCESS SYSTEM.
5. DELINEATION OF THE LANDS SHOWN HEREON ARE AS PER THE CLIENT'S INSTRUCTIONS.
6. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR AT THE CLIENT'S REQUEST.

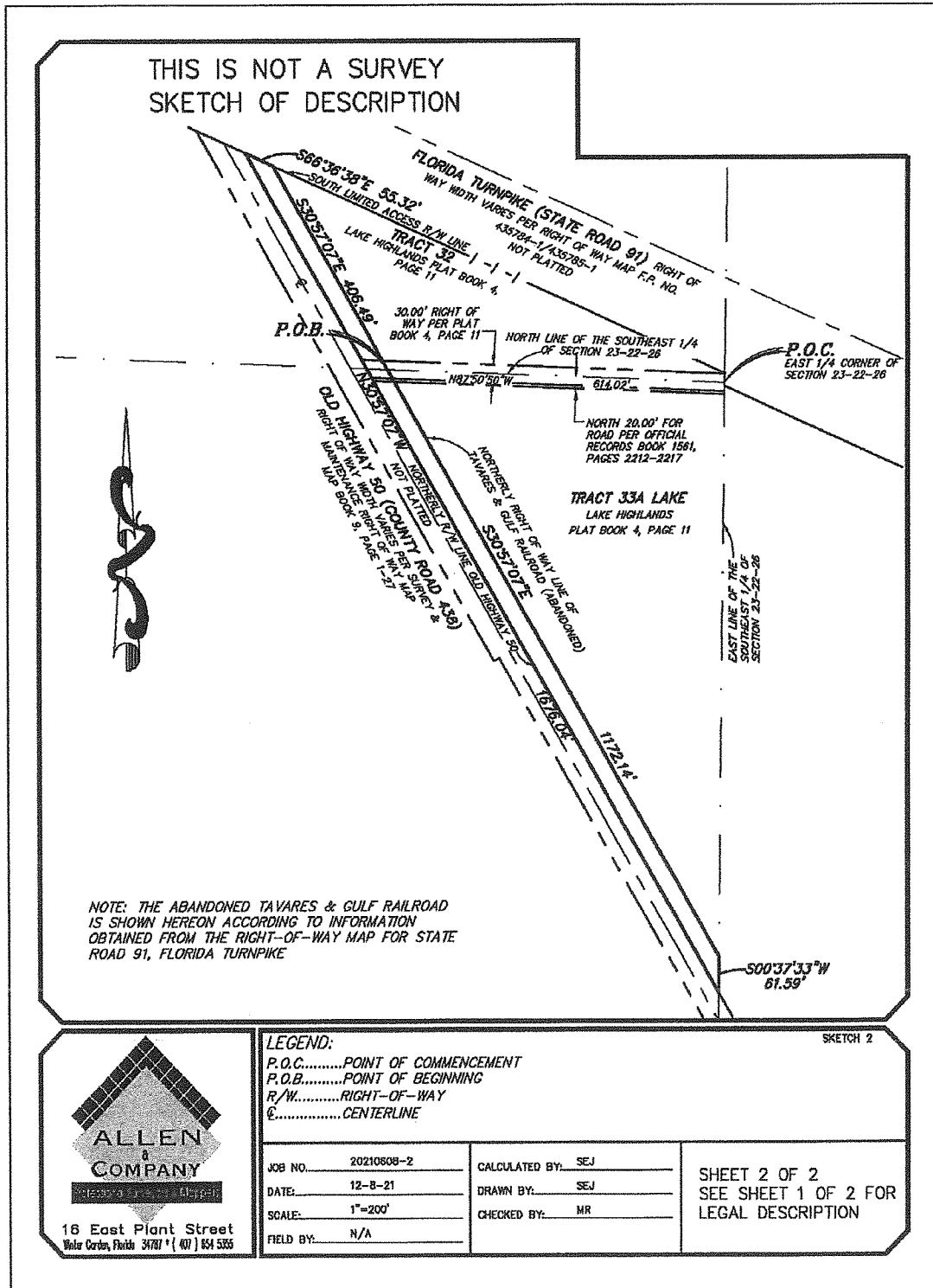
SKETCH 2

JOB NO. 20210808
 DATE: 12-8-21
 SCALE: 1"=200'
 FIELD BY: N/A

CALCULATED BY: SEJ
 DRAWN BY: SEJ
 CHECKED BY: MR

FOR THE LICENSED BUSINESS # 8723 BY:

JAMES L. RICKMAN P.S.M. # 5833



PROPERTY RECORD CARD

General Information

Name:	PINECASTLE INVESTMENT PROPERTIES LLC	Alternate Key:	3037243
Mailing Address:	5300 S ORANGE AVE ORLANDO, FL 32809 Update Mailing Address	Parcel Number: ⓘ	24-22-26-0003-000-00901
		Millage Group and City:	0003 Unincorporated
		2023 Total Certified Millage Rate:	13.2799
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	17215 HWY 50 CLERMONT FL, 34711	Property Name:	-- Submit Property Name ⓘ
		School Information:	School Locator & Bus Stop Map ⓘ School Boundary Maps ⓘ
Property Description:	S 1/2 OF SW 1/4--LESS HWY & LESS BEG AT SW COR OF SEC, RUN N 0-39-53 E 525.12 FT TO A POINT 30 FT NE'LY AS MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF RR, S 67-0-57 E 26.34 FT, S 12-33-53 E 250.75 FT, S 35-51-51 E 174.17 FT, S 54-21-11 E 109.53 FT, S 72-51-58 E 97 FT TO A POINT 40 FT N'LY OF S LINE OF SEC, S 89-27-19 E 485.78 FT, N 84-41-0 E 391.68 FT TO A POINT 80 FT N'LY OF S LINE OF SEC, S 89-27-19 E 800.93 FT, S 81-23-01 E 284.88 FT TO A POINT 40 FT N'LY OF S LINE OF SEC, S 89-27-19 E 352.81 FT, S 78-45-50 W 195.92 FT TO S LINE OF SEC, N 89-27-19 W 2487.69 FT TO POB FOR RD R/W & LESS E'LY 800 FT LYING N OF OLD SR 50-- ORB 4917 PG 1790		
NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.			

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	AG / TIMBER S I 70 (5400)	0	0	TIMBER	17.700	Acre	\$6,195.00	\$318,600.00
2	AGRICULTURAL HOMESITE (5000)	0	0		2.040	Acre	\$59,078.00	\$59,078.00
3	ACREAGE - NON AGRICULTURAL (9900)	0	0		3.060	Acre	\$4,590.00	\$4,590.00
4	WETLAND (9600)	0	0		24.560	Acre	\$1,105.00	\$1,105.00

[Click here for Zoning Info ⓘ](#)[FEMA Flood Map](#)

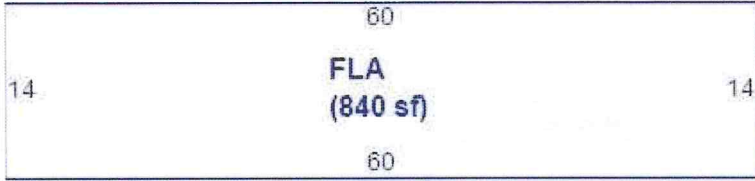
Residential Building(s)

Building 1

Residential	Building Value: \$24,242.00		
Summary			
Year Built: 1979	Total Living Area: 840 ⓘ	Central A/C: Yes	Fireplaces: 0
Bedrooms: 3	Full Bathrooms: 2	Half Bathrooms: 0	
Incorrect Bedroom, Bath, or other information? ⓘ			

Section(s)			
Section Type	Ext. Wall Type	No. Stories	Floor Area
FINISHED LIVING AREA (FLA)	Wood (01)	1.00	840

[View Larger / Print / Save](#)



The diagram shows a rectangular floor plan for the Finished Living Area (FLA). The dimensions are 60 units wide, 14 units high, and 60 units wide again, totaling 840 square feet.

Miscellaneous Improvements

No.	Type	No. Units	Unit Type	Year	Depreciated Value
1	UTILITY BLDG UNFINISHED (UBU2)	182	SF	1987	\$455.00
2	DETACHED GARAGE (DGF1)	2044	SF	1987	\$18,396.00
3	CARPORT/POLE SHED UNFINISHED (UCP3)	1610	SF	1987	\$5,152.00
4	PLUMBING FIXTURE (PLB3)	1	UT	1987	\$438.00
5	BARN (BRN4)	2520	SF	1997	\$18,900.00

Exemptions Information

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

Homestead Exemption (first exemption up to \$25,000)

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

Additional Homestead Exemption (up to an additional \$25,000)

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

Limited Income Senior Exemption (applied to county millage - up to \$50,000)

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

Limited Income Senior Exemption (applied to city millage - up to \$25,000) [Learn More](#) [View the Law](#)

Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)

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

Widow / Widower Exemption (up to \$5,000)

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

Blind Exemption (up to \$500)

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

Disability Exemption (up to \$5,000)

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

Total and Permanent Disability Exemption (amount varies)

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

Veteran's Disability Exemption (\$5,000)

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

Veteran's Total and Permanent Disability Exemption (amount varies)

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

Veteran's Combat Related Disability Exemption (amount varies)

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

Deployed Servicemember Exemption (amount varies)

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

First Responder Total and Permanent Disability Exemption (amount varies)

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

Surviving Spouse of First Responder Exemption (amount varies)

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

Conservation Exemption (amount varies)

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

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

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

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

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

Economic Development Exemption

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

Government Exemption (amount varies)

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

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PROPERTY RECORD CARD

General Information

Name:	PINECASTLE INVESTMENT PROPERTIES LLC	Alternate Key:	3832862
Mailing Address:	5300 S ORANGE AVE ORLANDO, FL 32809 Update Mailing Address	Parcel Number: ⓘ	09-22-26-1000-031-00004
		Millage Group and City:	0003 Unincorporated
		2023 Total Certified Millage Rate:	13.2799
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	OLD HIGHWAY 50 WINTER GARDEN FL, 34787	Property Name:	-- Submit Property Name ⓘ
		School Information:	School Locator & Bus Stop Map ⓘ School Boundary Maps ⓘ
Property Description:	LAKE HIGHLANDS 23-22-26 PB 4 PG 11 BEG AT E LINE OF NE 1/4 AT A POINT N 0-36-58 E 15.70 FT FROM SE COR OF NE 1/4, RUN N 66-49-0 W 896.38 FT TO E R/W LINE OF T & G RR, SE'LY ALONG E'LY RR R/W TO W OF POB, E TO POB ORB 5857 PG 2226		
NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.			

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT RESIDENTIAL (0000)	0	0		2.380	Acre	\$87,465.00	\$87,465.00
Click here for Zoning Info ⓘ FEMA Flood Map								

Miscellaneous Improvements

There is no improvement information to display.

Exemptions Information

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

Homestead Exemption (first exemption up to \$25,000)	Learn More View the Law
Additional Homestead Exemption (up to an additional \$25,000)	Learn More View the Law
Limited Income Senior Exemption (applied to county millage - up to \$50,000)	Learn More View the Law
Limited Income Senior Exemption (applied to city millage - up to \$25,000) ⓘ	Learn More View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More View the Law
Widow / Widower Exemption (up to \$5,000)	Learn More View the Law
Blind Exemption (up to \$500)	Learn More View the Law
Disability Exemption (up to \$5,000)	Learn More View the Law
Total and Permanent Disability Exemption (amount varies)	Learn More View the Law

Veteran's Disability Exemption (\$5,000)	Learn More	View the Law
Veteran's Total and Permanent Disability Exemption (amount varies)	Learn More	View the Law
Veteran's Combat Related Disability Exemption (amount varies)	Learn More	View the Law
Deployed Servicemember Exemption (amount varies)	Learn More	View the Law
First Responder Total and Permanent Disability Exemption (amount varies)	Learn More	View the Law
Surviving Spouse of First Responder Exemption (amount varies)	Learn More	View the Law
Conservation Exemption (amount varies)	Learn More	View the Law
Tangible Personal Property Exemption (up to \$25,000)	Learn More	View the Law
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More	View the Law
Economic Development Exemption	Learn More	View the Law
Government Exemption (amount varies)	Learn More	View the Law

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PROPERTY RECORD CARD

General Information

Name:	PINECASTLE INVESTMENT PROPERTIES LLC	Alternate Key:	3884751
Mailing Address:	5300 S ORANGE AVE ORLANDO, FL 32809 Update Mailing Address	Parcel Number: ⓘ	24-22-26-0003-000-01700
		Millage Group and City:	0003 Unincorporated
		2023 Total Certified Millage Rate:	13.2799
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	OLD HIGHWAY 50 CLERMONT FL, 34711	Property Name:	-- Submit Property Name ⓘ
		School Information:	School Locator & Bus Stop Map ⓘ School Boundary Maps ⓘ
Property Description:	E'LY 800 FT OF S 1/2 OF SW 1/4 LYING N OF OLD SR 50 ORB 5857 PG 2226		
NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.			

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	WETLAND (9600)	0	0		18.000	Acre	\$810.00	\$810.00
Click here for Zoning Info				FEMA Flood Map				

Miscellaneous Improvements

There is no improvement information to display.

Exemptions Information

This property is benefitting from the following exemptions with a checkmark

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

Deployed Servicemember Exemption (amount varies)	Learn More View the Law
First Responder Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Surviving Spouse of First Responder Exemption (amount varies)	Learn More View the Law
Conservation Exemption (amount varies)	Learn More View the Law
Tangible Personal Property Exemption (up to \$25,000)	Learn More View the Law
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More View the Law
Economic Development Exemption	Learn More View the Law
Government Exemption (amount varies)	Learn More View the Law

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This Instrument Prepared by
and Return to:
Mark Bradley Luczak, II, Esquire
WHITE & LUCZAK, P.A.
400 West Morse Boulevard, Suite 230
Winter Park, FL 32789
407.647.9300

Property Appraiser's Parcel Identification Number: 09-22-26-1000-031-00004 (Parcel 3); 24-22-26-0003-000-01700 (Parcel 4); and
24-22-26-0003-000-00901 (Parcel 5)

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is executed and delivered this 8th day of December, 2021, by DALEON LLC, a Florida limited liability company whose address is 3527 CR 526 Sumterville, Florida 33585 (the "Grantor"), to PINECASTLE INVESTMENT PROPERTIES, LLC, a Florida limited liability company, whose address is 5300 South Orange Avenue, Orlando, Florida 32809 (the "Grantee"):

[Whenever used herein the terms Grantor and Grantee include all the parties to this instrument and their successors and assigns, and the heirs and legal representatives of parties who are individuals.]

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, alienates, remises, releases, conveys and confirms unto the Grantee, all of that certain land, situate in Lake County, Florida, which is legally described on Exhibit "A attached hereto together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining (collectively, the "Land").

TO HAVE AND TO HOLD, the Land in fee simple forever.

AND the Grantor hereby warrants that, as of the execution date of this special warranty deed, the Land is not the Grantor's homestead within the meaning set forth in the Constitution of the State of Florida nor was the Land the homestead of the Grantor's spouse, or the Grantor's minor children, if any nor is the Land contiguous to, or a part of any homestead property of the Grantor.

AND the Grantor hereby covenants with the Grantee that (i) Grantor is lawfully seized of title to the Land in fee simple, (ii) the Grantor has good right and lawful authority to sell and convey the Land, and (iii) the Grantor warrants Grantor's title to the Land only against the lawful claims of persons claiming by, through, or under, the Grantor but not otherwise, save and except for claims arising under and by virtue of the following, to wit:

Ad valorem real property taxes for the tax year 2022 and all subsequent years which are not yet due and payable.

Resolution recorded November 10, 1953 in Deed Book 344, Page 41, Public Records of Lake County, Florida.

Provisions of the Plat of Map of Section 23, Township 22S, Range 26 E, Lake Highlands Company, recorded November 6, 1920 in Plat Book 4, Page 11, Public Records of Lake County, Florida.

Unity of Title recorded February 25, 1997, in Book 1498, Page 1646, Public Records of Lake County, Florida.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

(signature)
Name: CHRY KUDOSBER
(print)

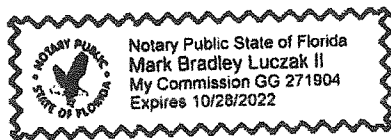
(signature)
Name: M. BRADLEY LUCZAK
(print)

~~Daleon LLC, a Florida limited liability company~~

By: (signature)
Name: Rhonda W. McKinley
Title: Manager

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 01 day of December, 2021, by Rhonda W. McKinley acting in her capacity as the manager of Daleon LLC, a Florida limited liability company. She is ☒ personally known to me or ☐ she has produced _____ as identification.



NOTARY PUBLIC:

Sign (signature)
Print MARK BRADLEY LUCZAK II
State of Florida at Large (Seal)
My Commission Expires:

EXHIBIT "A"

Legal Description of the Land

The land referred to herein below is situated in the County of LAKE, State of Florida, and described as follows:

PARCEL 3:

That part of Tract 32, Lake Highlands Company's Subdivision in Section 23, Township 22 South, Range 26 East, as per plat thereof, recorded in Plat Book 4, Page 11, Public Records of Lake County, Florida, lying South and West of the following described line:

Begin on the East line of the Northeast 1/4 of said Section 23 at a point North 00°36'58" East a distance of 15.70 feet from the Southeast corner of said Northeast 1/4 (said point being also in the East line of said Tract 32), and run thence North 66°49'02" West a distance of 896.38 feet to the East right of way line of the T & G Railroad; Less existing right of way.

PARCEL 4:

The Easterly 800 feet of the South 1/2 of the Southwest 1/4 of Section 24, Township 22 South, Range 26 East, Lake County, Florida, lying North of Old State Highway 50.

PARCEL 5:

The South 1/2 of the Southwest 1/4 of Section 24, Township 22 South, Range 26 East, Lake County, Florida, less that part of the Easterly 800 feet lying North of Old State Highway 50. Subject to right-of-way for Old State Highway 50.

Less and Except that portion taken by Partial Order of Taking and Partial Final Judgment recorded May 15, 2001 in Official Records Book 1947, Page 150, Public Records of Lake County, Florida.

ALSO Less and Except that portion conveyed to Lake County, a political subdivision of the State of Florida by Quit Claim Deed recorded August 4, 2017 in Book 4982, Page 1563, Public Records of Lake County, Florida.

LEGAL NOTICE

The Clermont City Council will consider the enactment of the following proposed Ordinance at their regularly scheduled meeting to be held Tuesday, November 12, 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. 2024-030

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

LOCATION

Old Highway 50
South of the Florida Turnpike and North of the Lake County Bike Trail
Alternate Keys 1037387 2514809 1109051 3037243 3832862 3884751



LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTIONS 23 AND 24, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH QUARTER CORNER OF SAID SECTION 24; THENCE RUN NORTH 89°27'45" WEST ALONG SOUTH LINE OF SOUTHWEST QUARTER OF SAID SECTION 24 FOR A DISTANCE OF 2689.54 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 24; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 00°37'34" EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 23 FOR A DISTANCE 525.12 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°37'34" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 986.76 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF OLD HIGHWAY 50 (COUNTY ROAD 50), ACCORDING TO MAP BOOK 9, PAGES 1 THROUGH 27 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID EAST LINE RUN ALONG SAID SOUTHERLY RIGHT OF WAY THE FOLLOWING BEARINGS AND DISTANCES: SOUTH 30°57'07" EAST FOR A DISTANCE OF 505.32 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1145.92 FEET, WITH A CHORD BEARING OF SOUTH 46°20'03" EAST, AND A CHORD DISTANCE OF 607.92 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°45'50" FOR A DISTANCE OF 615.28 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 61°42'58" EAST FOR A DISTANCE OF 533.09 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1145.92 FEET, WITH A CHORD BEARING OF SOUTH 70°24'00" EAST, AND A CHORD DISTANCE OF 346.03 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°22'05" FOR A DISTANCE OF 347.36 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 79°05'03" EAST FOR A DISTANCE OF 695.91 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1432.39 FEET, WITH A CHORD BEARING OF SOUTH 82°26'58" EAST, AND A CHORD DISTANCE OF 168.17 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°43'50" FOR A DISTANCE OF 168.26 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 85°48'52" EAST FOR A DISTANCE OF 333.13 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24; THENCE RUN SOUTH 01°51'26" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 93.74 FEET; THENCE DEPARTING OF SAID EAST LINE RUN SOUTH 78°45'21" WEST FOR A DISTANCE OF 16.58 FEET; THENCE RUN NORTH 89°27'41" WEST FOR A DISTANCE OF 347.93 FEET; THENCE RUN NORTH 81°23'27" WEST FOR A DISTANCE OF 284.88 FEET; THENCE RUN NORTH 89°27'45" WEST FOR A DISTANCE OF 800.93 FEET; THENCE RUN SOUTH 84°40'34" WEST FOR A DISTANCE OF 391.68 FEET; THENCE RUN NORTH 89°27'45" WEST FOR A DISTANCE OF 485.78 FEET; THENCE RUN NORTH 72°52'24" WEST FOR A DISTANCE OF 97.00 FEET; THENCE RUN NORTH 54°21'37" WEST FOR A DISTANCE OF 109.53 FEET; THENCE RUN NORTH 35°52'17" WEST FOR A DISTANCE OF 174.17 FEET; THENCE RUN NORTH 12°34'19" WEST FOR A DISTANCE OF 250.75 FEET; THENCE RUN NORTH 67°01'23" WEST FOR A DISTANCE OF 26.34 FEET TO THE POINT OF BEGINNING.

CONTAINING: 25.684 ACRES, MORE OR LESS

TOGETHER WITH:

A PARCEL OF LAND LYING IN SECTIONS 23 AND 24, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH QUARTER CORNER OF SAID SECTION 24; THENCE RUN NORTH 01°51'26" EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24 FOR A DISTANCE 177.19 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF OLD HIGHWAY 50 (COUNTY ROAD 50), ACCORDING TO MAP BOOK 9, PAGES 1 THROUGH 27 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE RUN ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING BEARINGS AND DISTANCES: NORTH 85°48'52" WEST FOR A DISTANCE OF 215.79 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1909.86 FEET, WITH A CHORD BEARING OF NORTH 82°26'57" WEST, AND A CHORD DISTANCE OF 224.21 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°43'49" FOR A DISTANCE OF 224.34 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 79°05'03" WEST FOR A DISTANCE OF 725.84 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1145.92 FEET, WITH A CHORD BEARING OF NORTH 70°24'00" WEST, AND A CHORD DISTANCE OF 346.03 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°22'05" FOR A DISTANCE OF 347.36 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 61°42'58" WEST FOR A DISTANCE OF 541.90 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1145.92 FEET, WITH A CHORD BEARING OF NORTH 46°20'02" WEST, AND A CHORD DISTANCE OF 607.92 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°45'50" FOR A DISTANCE OF 615.28 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 30°57'07" WEST FOR A DISTANCE OF 2229.26 FEET TO A POINT ON THE SOUTHERLY LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 91 (FLORIDA TURNPIKE), ACCORDING TO FLORIDA DEPARTMENT RIGHT OF WAY MAP F.P. NO. 435784-1/435785-1; THENCE RUN ALONG SAID SOUTHERLY LIMITED ACCESS RIGHT OF WAY LINE THE FOLLOWING BEARINGS AND DISTANCES: SOUTH 66°36'38" EAST FOR A DISTANCE OF 951.88 FEET; THENCE RUN SOUTH 00°53'19" WEST FOR A DISTANCE OF 15.75 FEET; THENCE RUN SOUTH 00°37'34" WEST FOR A DISTANCE OF 5.91 FEET; THENCE RUN SOUTH 66°36'38" EAST FOR A DISTANCE OF 1072.51 FEET; THENCE RUN NORTH 23°23'22" EAST FOR A DISTANCE OF 20.00 FEET; THENCE RUN SOUTH 66°36'38" EAST FOR A DISTANCE OF 105.21 FEET; THENCE RUN SOUTH 39°52'17" WEST FOR A DISTANCE OF 411.95 FEET; THENCE RUN SOUTH 04°09'25" EAST FOR A DISTANCE OF 491.24 FEET; THENCE RUN NORTH 90°00'00" EAST FOR A DISTANCE OF 389.94 FEET; THENCE RUN NORTH 14°51'30" EAST FOR A DISTANCE OF 683.34 FEET; THENCE RUN SOUTH 66°36'38" EAST FOR A DISTANCE OF 1364.27 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 5879.58 FEET, WITH A CHORD BEARING OF SOUTH 66°46'48" EAST, AND A CHORD DISTANCE OF 34.77 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°20'20" FOR A DISTANCE OF 34.77 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 24; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE RUN SOUTH 01°51'26" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 1338.14 FEET TO THE POINT OF BEGINNING.

CONTAINING: 97.879 ACRES, MORE OR LESS

CONTAINING: 123.563 TOTAL ACRES, MORE OR LESS

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

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

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

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

Tracy Ackroyd Howe, MMC
City Clerk

AGENDA ITEM

Meeting Date

Tuesday, November 12, 2024

Agenda Item Name

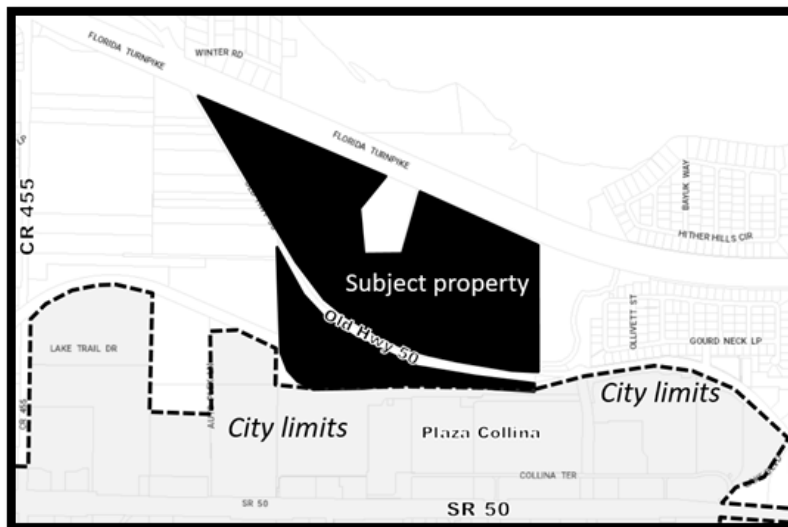
Ordinance No. 2024-031 *Final*
Old Highway 50 LSCPA

Requested Action

Recommend approval of Ordinance No. 2024-031

Staff Report

The applicant, Daly Design Group, is requesting an amendment to the Future Land Use Map as part of the annexation process into the City of Clermont. This will go along with a rezoning request for the R-3 zoning designation. The property, 123 +/- acres, is located entirely within the Clermont Utility Service Area and is adjacent to the City limits. The project is located within the City's Joint Planning Area (JPA) and Interlocal Service Boundary Agreement (ISBA). The City can provide adequate public facilities and services, with water and wastewater service being available at the end of the fourth quarter of 2025.



The applicant is requesting the City to designate the property for a future land use of Clermont Low Density Residential, which permits up to 3 dwelling units per acre (3 du/ac). The property is currently designated as Urban Low Density within Lake County, which permits up to 4 dwelling units per acre (4 du/ac). This amendment would be an overall reduction in density.

The large scale comprehensive plan amendment was approved for transmittal by City Council on August 13th. The transmittal package was sent to the reviewing state agencies. The City has received 4 replies. Three were "no comments" and one was "no adverse impact." Therefore, staff supports the applicant's request for a change from Lake County Urban Low Density to City of Clermont Low Density Residential and recommends approval of Ordinance 2024-031. *The Planning and Zoning Commission recommended approval 5-0.*

Additional Analysis

Fiscal Impact Summary

Fiscal Impact		Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)			
1.	2024-031 - Old Hwy 50 CPA (07.23.2024)	2024-031 - Old Hwy 50 CPA (07.23.2024).pdf	
2.	Old Hwy 50 Map	Old Hwy 50 Map.pdf	
3.	2024-031 Before	2024-031 Before.pdf	
4.	2024-031 after	2024-031 after.pdf	
5.	SAR Old Hwy 50	SAR Old Hwy 50.pdf	
6.	Old Hwy 50 Clermont Rezoning Plan rev 07 29 24	Old Hwy 50 Clermont Rezoning Plan rev 07 29 24.pdf	
7.	Condensed Justification Report	Condensed Justification Report.pdf	
8.	Application	Application.pdf	
9.	2024-031 LSCPA Old HWY 50 Property Ad CC	2024-031 LSCPA Old HWY 50 Property Ad CC.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2024-031

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

WHEREAS, the Comprehensive Plan of the City of Clermont was adopted by the City of Clermont on 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 ORDAINED 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 PARCEL OF LAND LYING IN SECTIONS 23 AND 24, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH QUARTER CORNER OF SAID SECTION 24; THENCE RUN NORTH 89°27'45" WEST ALONG SOUTH LINE OF SOUTHWEST QUARTER OF SAID SECTION 24 FOR A DISTANCE OF 2689.54 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 24; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 00°37'34" EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 23 FOR A DISTANCE 525.12 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°37'34" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 986.76 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY

OF OLD HIGHWAY 50 (COUNTY ROAD 50), ACCORDING TO MAP BOOK 9, PAGES 1 THROUGH 27 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID EAST LINE RUN ALONG SAID SOUTHERLY RIGHT OF WAY THE FOLLOWING BEARINGS AND DISTANCES: SOUTH 30°57'07" EAST FOR A DISTANCE OF 505.32 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1145.92 FEET, WITH A CHORD BEARING OF SOUTH 46°20'03" EAST, AND A CHORD DISTANCE OF 607.92 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°45'50" FOR A DISTANCE OF 615.28 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 61°42'58" EAST FOR A DISTANCE OF 533.09 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1145.92 FEET, WITH A CHORD BEARING OF SOUTH 70°24'00" EAST, AND A CHORD DISTANCE OF 346.03 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°22'05" FOR A DISTANCE OF 347.36 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 79°05'03" EAST FOR A DISTANCE OF 695.91 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1432.39 FEET, WITH A CHORD BEARING OF SOUTH 82°26'58" EAST, AND A CHORD DISTANCE OF 168.17 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°43'50" FOR A DISTANCE OF 168.26 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 85°48'52" EAST FOR A DISTANCE OF 333.13 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24; THENCE RUN SOUTH 01°51'26" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 93.74 FEET; THENCE DEPARTING OF SAID EAST LINE RUN SOUTH 78°45'21" WEST FOR A DISTANCE OF 16.58 FEET; THENCE RUN NORTH 89°27'41" WEST FOR A DISTANCE OF 347.93 FEET; THENCE RUN NORTH 81°23'27" WEST FOR A DISTANCE OF 284.88 FEET; THENCE RUN NORTH 89°27'45" WEST FOR A DISTANCE OF 800.93 FEET; THENCE RUN SOUTH 84°40'34" WEST FOR A DISTANCE OF 391.68 FEET; THENCE RUN NORTH 89°27'45" WEST FOR A DISTANCE OF 485.78 FEET; THENCE RUN NORTH 72°52'24" WEST FOR A DISTANCE OF 97.00 FEET; THENCE RUN NORTH 54°21'37" WEST FOR A DISTANCE OF 109.53 FEET; THENCE RUN NORTH 35°52'17" WEST FOR A DISTANCE OF 174.17 FEET; THENCE RUN NORTH 12°34'19" WEST FOR A DISTANCE OF 250.75 FEET; THENCE RUN NORTH 67°01'23" WEST FOR A DISTANCE OF 26.34 FEET TO THE POINT OF BEGINNING.

CONTAINING: 25.684 ACRES, MORE OR LESS

TOGETHER WITH:

A PARCEL OF LAND LYING IN SECTIONS 23 AND 24, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH QUARTER CORNER OF SAID SECTION 24; THENCE RUN NORTH 01°51'26" EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24 FOR A DISTANCE 177.19 FEET TO A POINT ON THE NORTHERLY



CITY OF CLERMONT
ORDINANCE NO. 2024-031

RIGHT OF WAY OF OLD HIGHWAY 50 (COUNTY ROAD 50), ACCORDING TO MAP BOOK 9, PAGES 1 THROUGH 27 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE RUN ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING BEARINGS AND DISTANCES: NORTH 85°48'52" WEST FOR A DISTANCE OF 215.79 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1909.86 FEET, WITH A CHORD BEARING OF NORTH 82°26'57" WEST, AND A CHORD DISTANCE OF 224.21 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°43'49" FOR A DISTANCE OF 224.34 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 79°05'03" WEST FOR A DISTANCE OF 725.84 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1145.92 FEET, WITH A CHORD BEARING OF NORTH 70°24'00" WEST, AND A CHORD DISTANCE OF 346.03 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°22'05" FOR A DISTANCE OF 347.36 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 61°42'58" WEST FOR A DISTANCE OF 541.90 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1145.92 FEET, WITH A CHORD BEARING OF NORTH 46°20'02" WEST, AND A CHORD DISTANCE OF 607.92 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°45'50" FOR A DISTANCE OF 615.28 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 30°57'07" WEST FOR A DISTANCE OF 2229.26 FEET TO A POINT ON THE SOUTHERLY LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 91 (FLORIDA TURNPIKE), ACCORDING TO FLORIDA DEPARTMENT RIGHT OF WAY MAP F.P. NO. 435784-1/435785-1; THENCE RUN ALONG SAID SOUTHERLY LIMITED ACCESS RIGHT OF WAY LINE THE FOLLOWING BEARINGS AND DISTANCES: SOUTH 66°36'38" EAST FOR A DISTANCE OF 951.88 FEET; THENCE RUN SOUTH 00°53'19" WEST FOR A DISTANCE OF 15.75 FEET; THENCE RUN SOUTH 00°37'34" WEST FOR A DISTANCE OF 5.91 FEET; THENCE RUN SOUTH 66°36'38" EAST FOR A DISTANCE OF 1072.51 FEET; THENCE RUN NORTH 23°23'22" EAST FOR A DISTANCE OF 20.00 FEET; THENCE RUN SOUTH 66°36'38" EAST FOR A DISTANCE OF 105.21 FEET; THENCE RUN SOUTH 39°52'17" WEST FOR A DISTANCE OF 411.95 FEET; THENCE RUN SOUTH 04°09'25" EAST FOR A DISTANCE OF 491.24 FEET; THENCE RUN NORTH 90°00'00" EAST FOR A DISTANCE OF 389.94 FEET; THENCE RUN NORTH 14°51'30" EAST FOR A DISTANCE OF 683.34 FEET; THENCE RUN SOUTH 66°36'38" EAST FOR A DISTANCE OF 1364.27 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 5879.58 FEET, WITH A CHORD BEARING OF SOUTH 66°46'48" EAST, AND A CHORD DISTANCE OF 34.77 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°20'20" FOR A DISTANCE OF 34.77 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 24; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE RUN SOUTH 01°51'26" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 1338.14 FEET TO THE POINT OF BEGINNING.

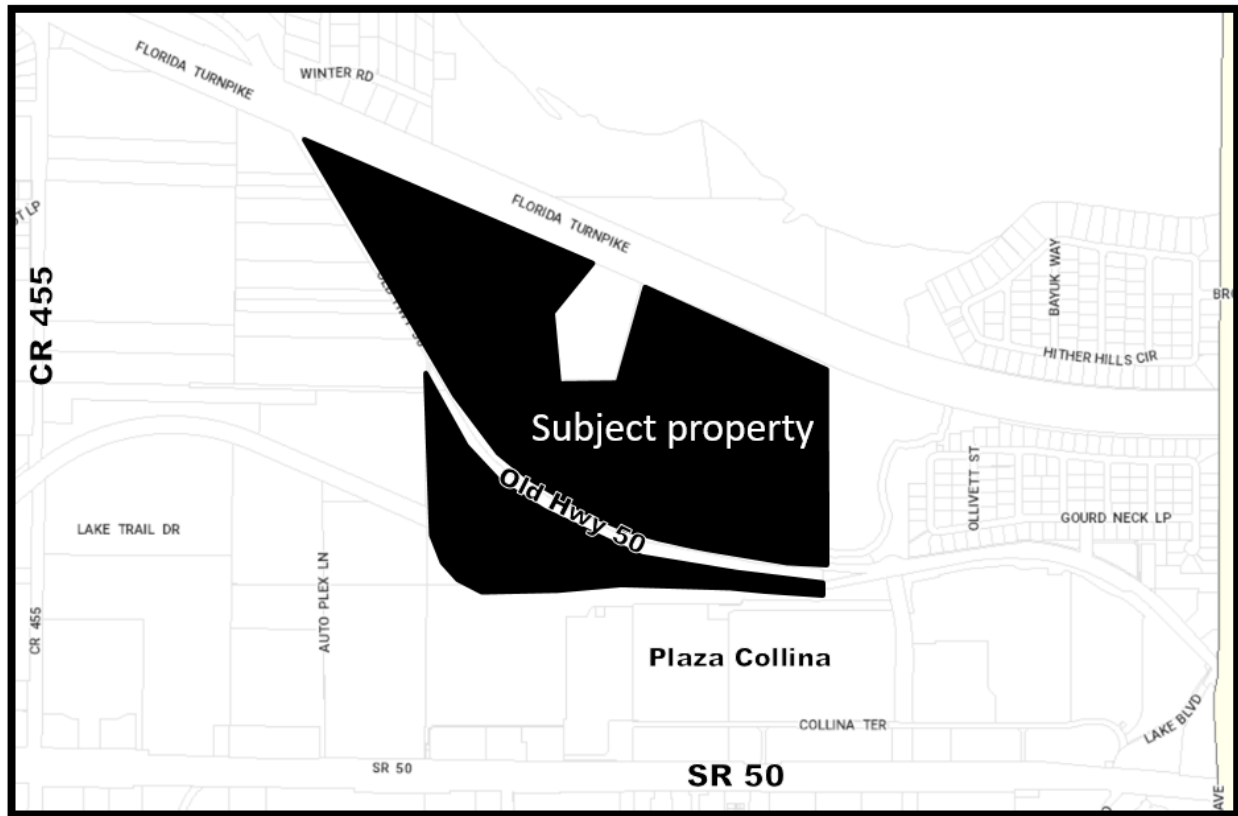
CONTAINING: 97.879 ACRES, MORE OR LESS.

CITY OF CLERMONT
ORDINANCE NO. 2024-031

FOR A TOTAL OF: 123.563 TOTAL ACRES, MORE OR LESS.

LOCATION

Old Highway 50
South of the Florida Turnpike and North of the Lake County Bike Trail
Alternate Keys 1037387 2514809 1109051 3037243 3832862 3884751



CHANGE IN FUTURE LAND USE CLASSIFICATION:

FROM: Lake County Urban Low
TO: City of Clermont Low Density Residential

SECTION 2: CONFLICT

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



CITY OF CLERMONT
ORDINANCE NO. 2024-031

SECTION 3: SEVERABILITY

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

SECTION 4: ADMINISTRATIVE CORRECTION

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

SECTION 5: PUBLICATION AND EFFECTIVE DATE

This Ordinance shall be published as provided by law and it shall become law and shall take effect after a period of thirty days plus one following its Second Reading and Final Passage.



CITY OF CLERMONT
ORDINANCE NO. 2024-031

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 12th day of November 2024.

CITY OF CLERMONT

Tim Murry, Mayor

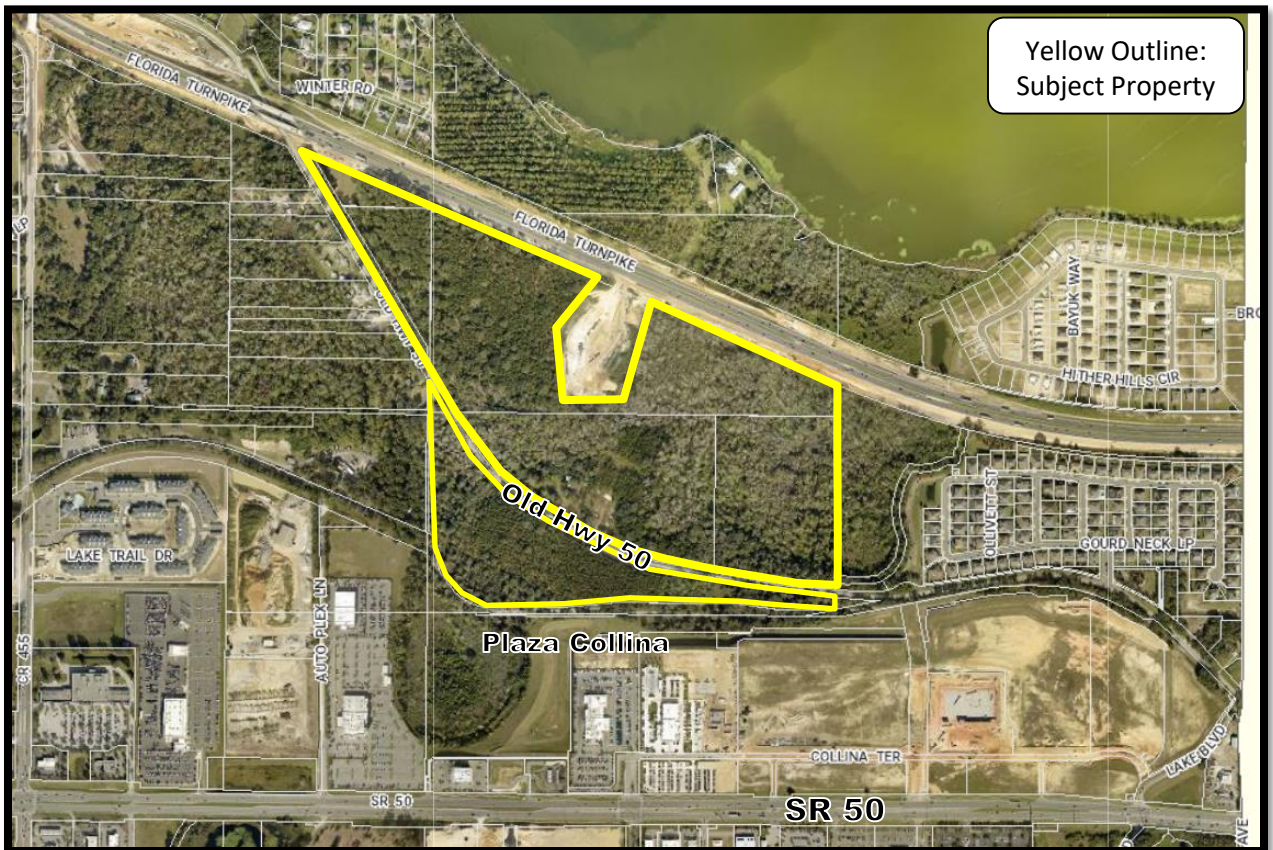
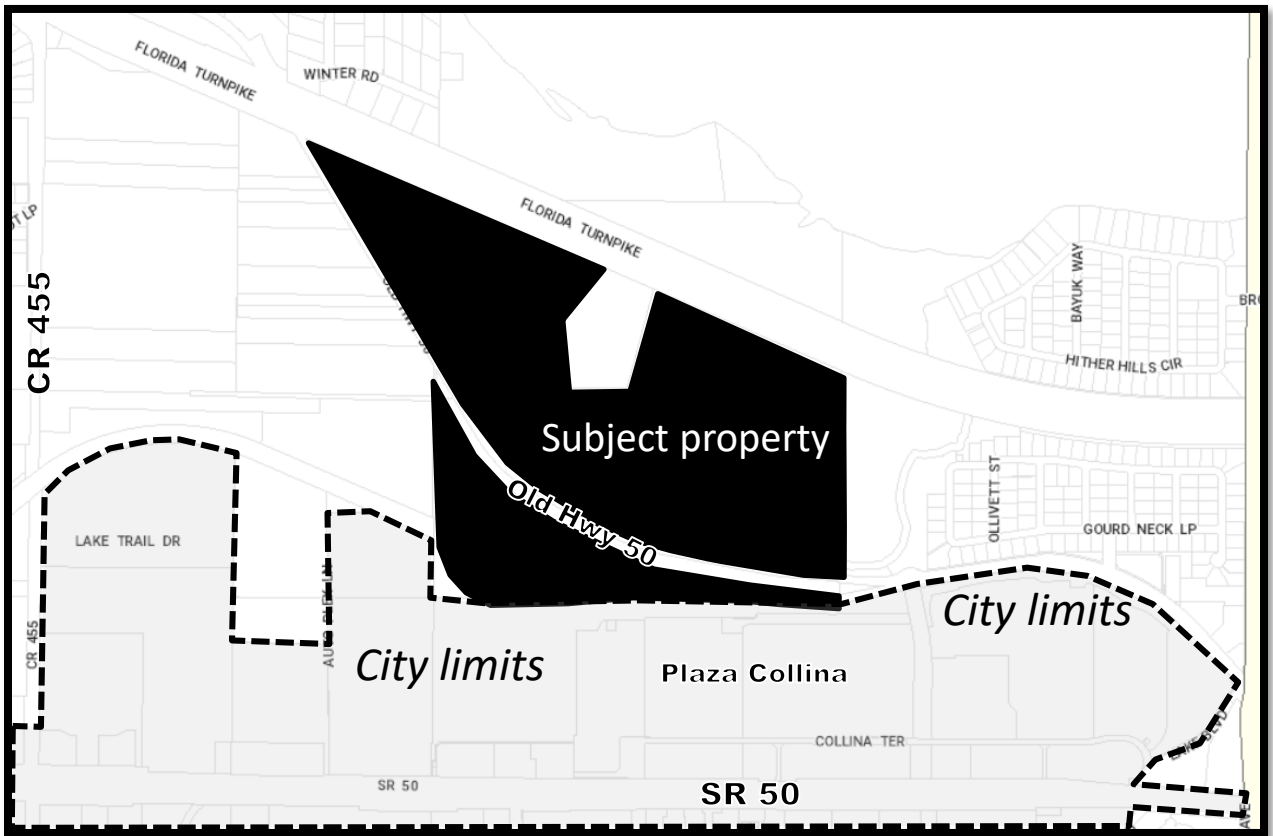
ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

APPROVED AS TO FORM AND LEGALITY:

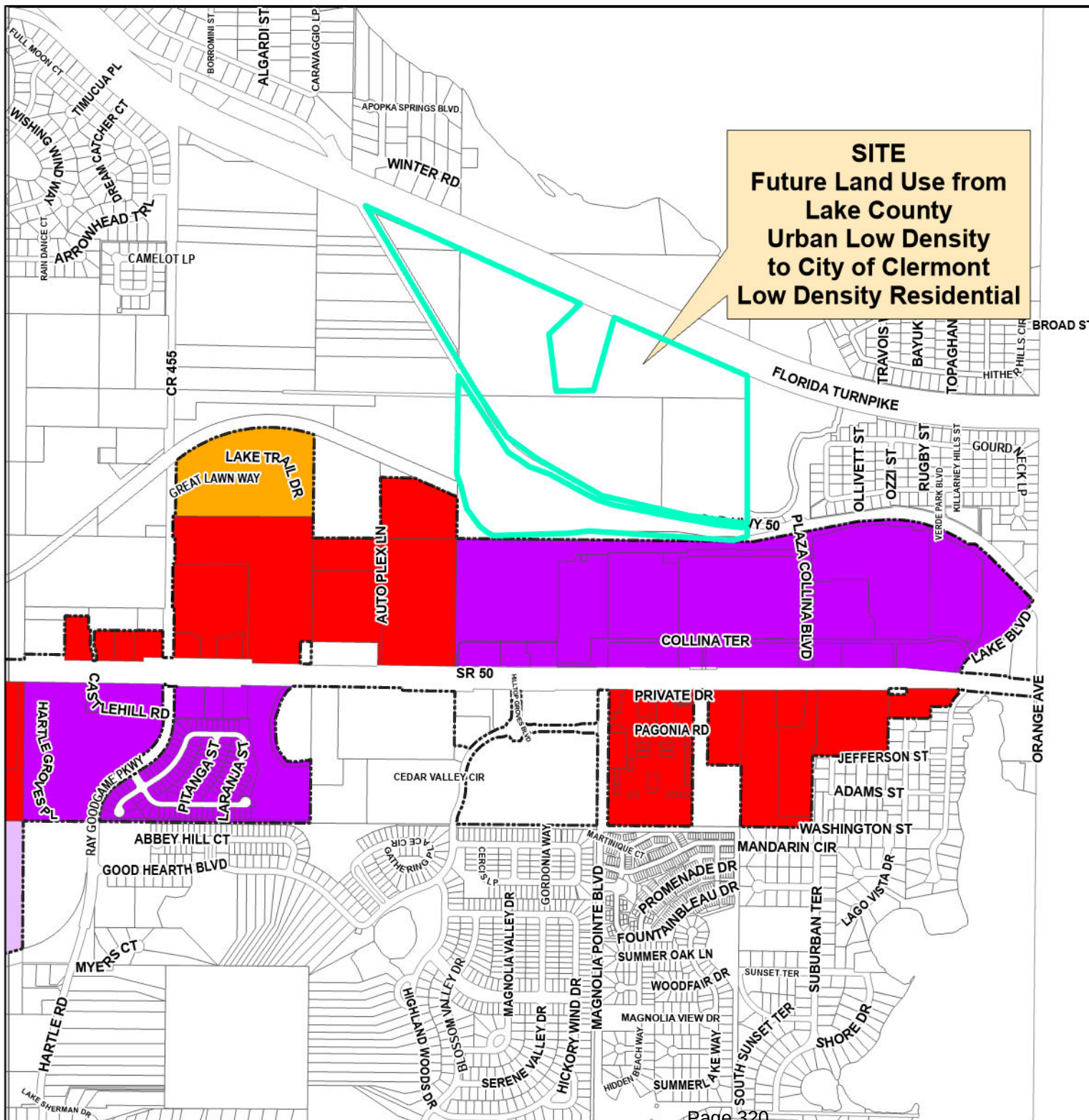
Daniel F. Mantzaris, City Attorney

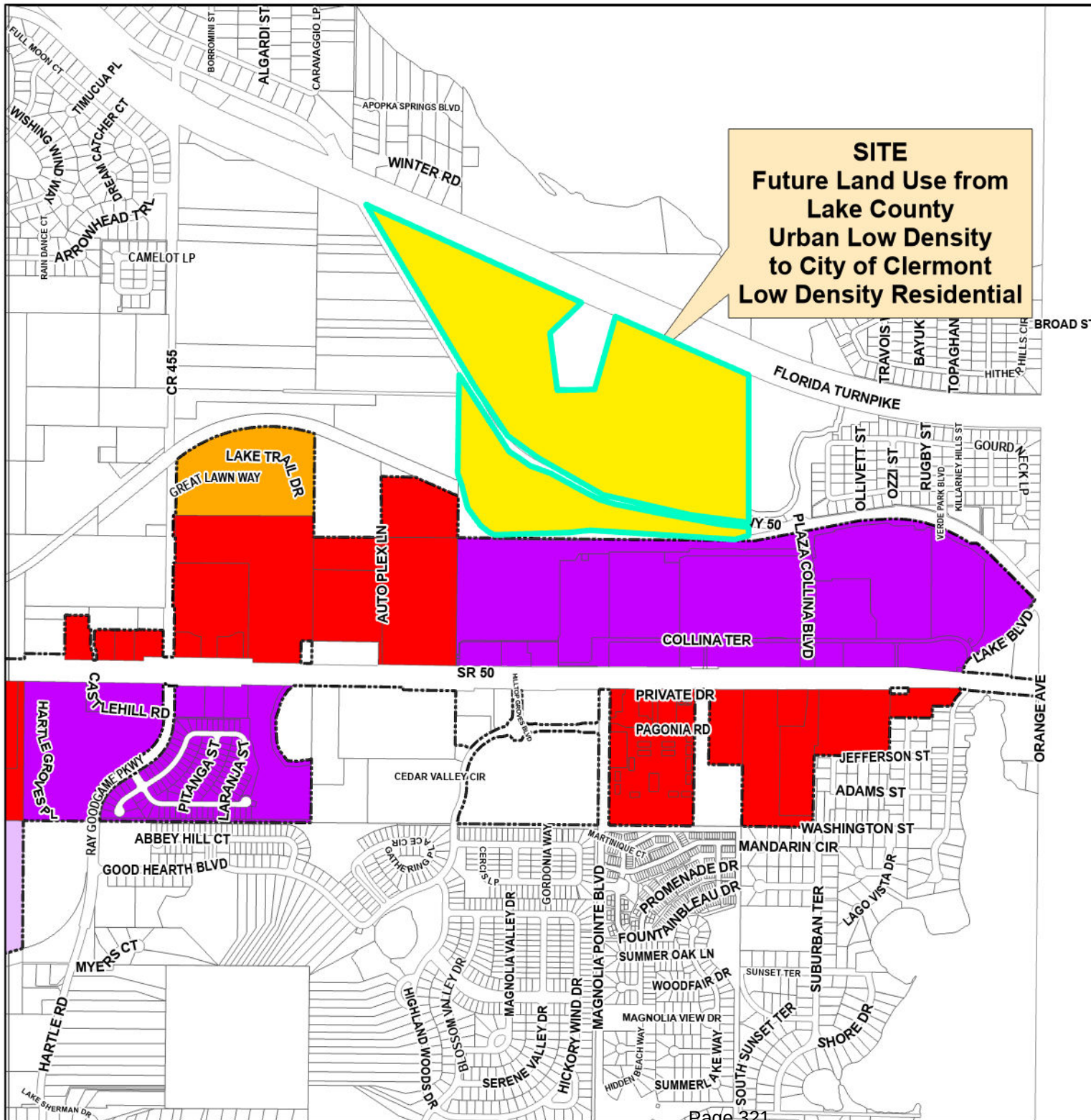
Exhibit - Location Map – Old Hwy 50 Property



Legend

-  City Limits
-  Low Density Residential
-  Medium Density Residential
-  High Density Residential
-  Residential/Office
-  Office
-  Downtown MU
-  Commercial
-  Conservation
-  Industrial
-  Master Planned Development
-  Parks
-  Public Fac/Institutional





Legend

-  City Limits
-  Low Density Residential
-  Medium Density Residential
-  High Density Residential
-  Residential/Office
-  Office
-  Downtown MU
-  Commercial
-  Conservation
-  Industrial
-  Master Planned Development
-  Parks
-  Public Fac/Institutional



State Agency Responses

September 13, 2024

The Honorable Tim Murry
Mayor, City of Clermont
685 West Montrose Street
Clermont, Florida 34711

Dear Mayor Murry:

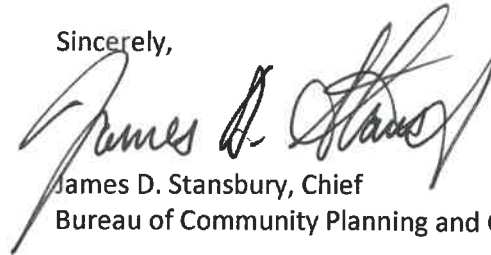
The Florida Department of Commerce (FloridaCommerce) has reviewed the proposed comprehensive plan amendment for the City of Clermont (Amendment No. 24-02ESR) received on August 14, 2024. The review was completed under the expedited state review process. We have no comment on the proposed amendment.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the City is reminded that:

- Section 163.3184(3)(b), F.S., authorizes other reviewing agencies to provide comments directly to the City. **If the City receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.**
- **The second public hearing**, which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of agency comments or the amendment shall be **deemed withdrawn** unless extended by agreement with notice to FloridaCommerce and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.
- **The adopted amendment must be transmitted to FloridaCommerce within ten working days after the second public hearing pursuant to 163.3184(3)(c)2., F.S.** Under Section 163.3184(3)(c)2. and 4., F.S., the **amendment effective date** is 31 days after FloridaCommerce notifies the City that the amendment package is complete or, if challenged, until it is found to be in compliance by FloridaCommerce or the Administration Commission.

If you have any questions concerning this review, please contact Jon Coulter, Planning Analyst, by telephone at (850)-717-8421 or by email at jon.coulter@commerce.fl.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "James D. Stansbury".

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS /jc

Enclosure(s): Procedures for Adoption

cc: John E. Kruse, AICP, Planning Manager City of Clermont
Tara McCue, Executive Director, East Central Florida Regional Planning Council



Florida Department of Transportation

RON DESANTIS
GOVERNOR

719 S. Woodland Boulevard
DeLand, Florida 32720

JARED W. PERDUE, P.E.
SECRETARY

September 18th, 2024

Mr. John E. Kruse, AICP
Planning Manager, City of Clermont
Development Services
685 W. Montrose Street
Clermont, Florida 34711

Subject: City of Clermont 24-02ESR
Response Type: **No Comments**

Dear Mr. Kruse,

Pursuant to Section 163.3184(3), Florida Statutes (F.S.), in its role as a reviewing agency as identified in Section 163.3184(1)(c), F.S., the Florida Department of Transportation (FDOT) reviewed the amendment package for the City of Clermont Proposed 24-02ESR as requested in your transmittal letter, dated August 14, 2024.

Proposed Ordinance:

The comprehensive plan amendment proposes revising the Future Land Use Map within the City's Comprehensive Plan. The amendment modifies the City's Future Land Use Map (FLUM) by changing the existing Urban Low Density (Lake County) Low density Residential (City of Clermont) on 123± acres of property located south of the Florida's Turnpike, North of the west Orange Bike Trail, west of the Verde park subdivision, and east of existing wetlands (See **Appendix A**). As shown in the map, S.R. 50, and S.R. 50/Colonial Dr are located within a 3-mile radius and identified as a state roadway of state importance¹.

Analysis:

An analysis of existing State facilities within three (3) miles of the subject area is included as **Appendix B**. This analysis showed that currently several all segments of S.R. 50, and S.R. 50/Colonial Dr are operating at acceptable LOS targets. Based on the future YR 2045 scenario, segments of S.R. 50, and S.R. 50/Colonial Dr located within the three (3) miles of the subject property are projected to exceed LOS targets.

As noted above, this proposed amendment would change the future land use for these parcels from Urban Low Density (Lake County) to Low Density Residential (City of Clermont). The density for the approved future land use is 4 dwelling units per acre. The density for the proposed future land use is 3 dwelling units per acre. As there is no increase in trip generation, no analysis was needed.

¹ State roadway of state importance is defined as any roadway located on the SIS, SHS, or the NHS.



Florida Department of Transportation

RON DESANTIS
GOVERNOR

719 S. Woodland Boulevard
DeLand, Florida 32720

JARED W. PERDUE, P.E.
SECRETARY

Result:

FDOT has reviewed the transmitted amendment for the City of Clermont pursuant to Section 163.3184(3), Florida Statutes. The proposed amendment is not anticipated to have significant adverse impacts to transportation resources or facilities of state importance.

We appreciate the opportunity to review the proposed amendment and request that a copy of the adopted amendment, along with any supporting data and analysis be transmitted to the Department.

Thank you for coordinating on the review of this proposed amendment with FDOT. If you have any questions, please do not hesitate to contact me by email at james.rodriquez@dot.state.fl.us or by phone at 386-943-5457.

Sincerely,

James Rodriguez, D5 Growth Management Coordinator

cc: Janie Barron, Lake County
James Stansbury, Florida Commerce

Melissa McKinney, FDOT
Tiffany Hill, FDOT
Jennifer Carver, FDOT



Florida Department of Transportation

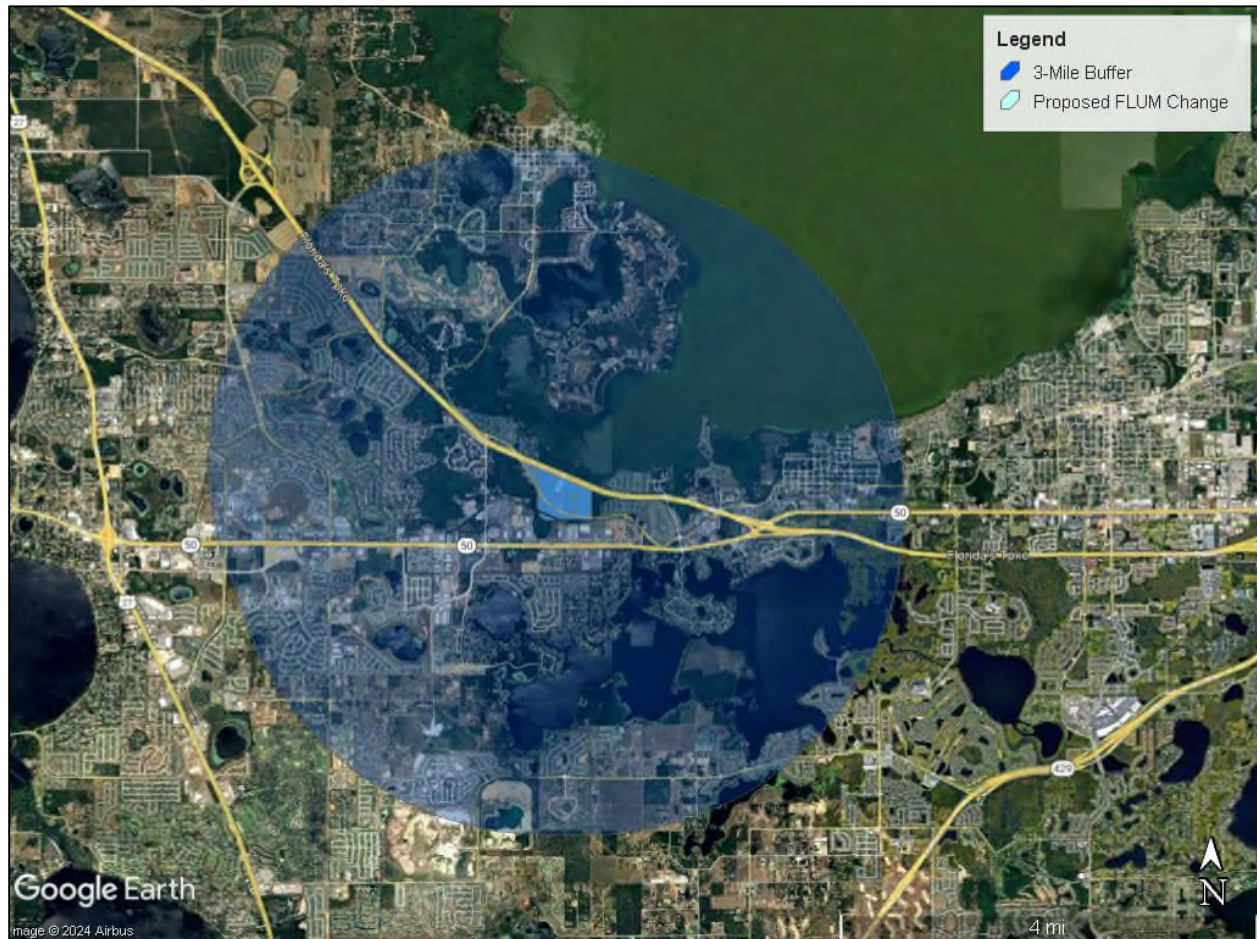
RON DESANTIS
GOVERNOR

719 S. Woodland Boulevard
DeLand, Florida 32720

JARED W. PERDUE, P.E.
SECRETARY

APPENDIX A

LOCATION MAP



Source: Google Earth



Florida Department of Transportation

RON DESANTIS
GOVERNOR

719 S. Woodland Boulevard
DeLand, Florida 32720

JARED W. PERDUE, P.E.
SECRETARY

APPENDIX B

STATE ROADWAY SEGEMENTS AFFECTED BY PROPOSED FLUM AMENDMENT

Roadway(s)	Begin Milepoint	End Milepoint	County	SIS	# of Lanes	LOS Target	2023			2045		
							Service Volume at LOS Target	AADT	Accept-able?	Service Volume at LOS Target	AADT	Accept-able?
SR 50	14.68	15.689	Lake	0	6	D	56,805	49,500	Y	56,805	53,000	Y
	15.689	17.195	Lake	0	6	D	56,805	55,500	Y	56,805	65,000	N
	17.195	18.679	Lake	0	6	D	56,805	56,500	Y	56,805	65,000	N
SR 50/Colonial Dr	0	1.184	Orange	0	6	D	56,805	56,500	Y	56,805	63,000	N
	1.184	2.399	Orange	0	6	D	54,100	34,000	Y	54,100	58,000	N
	2.399	3.068	Orange	0	6	D	55,100	34,000	Y	55,100	58,000	N

John E. Kruse

From: Steve Fitzgibbons <SFitzgibbons@sjrwmd.com>
Sent: Monday, August 26, 2024 5:51 PM
To: John E. Kruse
Cc: DCPexter@commerce.fl.gov
Subject: City of Clermont proposed comprehensive plan amendment 24-02ESR

Dear Mr. Kruse,

St. Johns River Water Management District (District) staff have reviewed City of Clermont proposed comprehensive plan amendment 24-02ESR in accordance with the provisions of Chapter 163, Florida Statutes. Based upon review of the submitted materials, District staff have no comments on the proposed amendment. If you have any questions or need additional information, please contact me.

Please note that all proposed and adopted comprehensive plan amendments can be submitted to the District by email at sfitzgibbons@sjrwmd.com.

Sincerely,
Steve Fitzgibbons

Steven Fitzgibbons, AICP
Intergovernmental Planner
St. Johns River Water Management District
7775 Baymeadows Way, Suite 102
Jacksonville, FL 32256
Office (386) 312-2369
Email: sfitzgib@sjrwmd.com
Website: www.sjrwmd.com
Connect with us: [Newsletter](#), [Facebook](#), [Twitter](#), [Instagram](#), [YouTube](#), [Pinterest](#)



www.sjrwmd.com/ePermit

We value your opinion. Please take a few minutes to share your comments on the service you received from the District by clicking this [link](#)

Notices

- Emails to and from the St. Johns River Water Management District are archived and, unless exempt or confidential by law, are subject to being made available to the public upon request. Users should not have an expectation of confidentiality or privacy.
- Individuals lobbying the District must be registered as lobbyists (§112.3261, Florida Statutes). Details, applicability and the registration form are available at <http://www.sjrwmd.com/lobbyist/>

John E. Kruse

From: Plan_Review <Plan.Review@dep.state.fl.us>
Sent: Friday, September 13, 2024 4:57 PM
To: John E. Kruse; DCPexter@commerce.fl.gov
Cc: Plan_Review
Subject: Clermont 24-02ESR Proposed

To: John E. Kruse, AICP, Planning Manager

Re: **Clermont 24-02ESR** – Expedited State Review of Proposed Comprehensive Plan Amendment

The Office of Intergovernmental Programs of the **Florida Department of Environmental Protection** (Department) has reviewed the above-referenced amendment package under the provisions of Chapter 163, Florida Statutes (F.S.). The Department conducted a detailed review that focused on potential adverse impacts to important state resources and facilities, specifically: air and water pollution; wetlands and other surface waters of the state; federal and state-owned lands and interest in lands, including state parks, greenways and trails, conservation easements; solid waste; and water and wastewater treatment.

Based on our review of the submitted amendment package, the Department has found no provision that, if adopted, would result in adverse impacts to important state resources subject to the Department's jurisdiction. However, the Department offers the following technical assistance regarding consistency with s. 163.3177, F.S.:

During the 2023 legislative session, the Florida Legislature passed House Bill (HB) 1379, Laws of Florida Chapter No. 2023-169, which revised s. 163.3177, F.S., requiring local government comprehensive plans to address the following:

- Within the schedule of capital improvements, any county or municipality with a BMAP within its jurisdiction must include a list of projects necessary to achieve the pollutant load reductions attributable to the local government as established in the BMAP (s. 163.3177(3)(a)4.b, F.S.)
- Within the general sanitary sewer, solid waste, drainage, potable water, and natural groundwater aquifer recharge element, local governments must address the upgrading of wastewater treatment facilities and prioritize advanced waste treatment (AWT), and, for local governments not included within a designated Rural Area of Opportunity, a section considering the feasibility of providing sanitary sewer services within a 10-year planning horizon to any development of more than 50 built or unbuilt residential lots with a density of more than one onsite sewage and disposal system (OSTDS; aka septic system) per acre must be included by July 1, 2024 (s. 163.3177(6)(c)3, F.S.)

Based on the Department's records, the City has not addressed the above requirements, specifically the inclusion of the wastewater feasibility analysis described in s. 163.3177(6)(c)3, F.S. If applicable developments exist within the jurisdiction, the City must update their general sanitary sewer, solid waste, drainage, potable water, and natural groundwater aquifer recharge element to include the required information as soon as possible to address the existing noncompliance with s. 163.3177, F.S.

Please submit all future amendments by email to Plan.Review@FloridaDEP.gov. If your submittal is too large to send via email or if you need other assistance, contact Lindsay Weaver at (850) 717-9037.

Lindy Bean



LEGAL DESCRIPTIONS

A PARCEL OF LAND LYING IN SECTIONS 23 AND 24, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING: 25.684 ACRES, MORE OR LESS

TOGETHER WITH:

A PARCEL OF LAND LYING IN SECTIONS 23 AND 24, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH QUARTER CORNER OF SAID SECTION 24; THENCE RUN NORTH 01°51'26" EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24 FOR A DISTANCE 177.19 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF OLD HIGHWAY 50 (COUNTY ROAD 50), ACCORDING TO MAP BOOK 9, PAGES 1 THROUGH 27 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE RUN ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING BEARINGS AND DISTANCES: NORTH 85°48'52" WEST FOR A DISTANCE OF 215.79 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1909.86 FEET, WITH A CHORD BEARING OF NORTH 82°26'57" WEST, AND A CHORD DISTANCE OF 224.21 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°43'49" FOR A DISTANCE OF 224.34 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 79°05'03" WEST FOR A DISTANCE OF 725.84 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1145.92 FEET, WITH A CHORD BEARING OF NORTH 70°24'00" WEST, AND A CHORD DISTANCE OF 346.03 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°22'05" FOR A DISTANCE OF 347.36 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 61°42'58" WEST FOR A DISTANCE OF 541.90 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1145.92 FEET, WITH A CHORD BEARING OF NORTH 46°20'02" WEST, AND A CHORD DISTANCE OF 607.92 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°45'50" FOR A DISTANCE OF 615.28 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 30°57'07" WEST FOR A DISTANCE OF 2229.26 FEET TO A POINT ON THE SOUTHERLY LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 91 (FLORIDA TURNPIKE), ACCORDING TO FLORIDA DEPARTMENT RIGHT OF WAY MAP F.P. NO. 435784-1/435785-1; THENCE RUN ALONG SAID SOUTHERLY LIMITED ACCESS RIGHT OF WAY LINE THE FOLLOWING BEARINGS AND DISTANCES: SOUTH 66°36'38" EAST FOR A DISTANCE OF 951.88 FEET; THENCE RUN SOUTH 00°53'19" WEST FOR A DISTANCE OF 15.75 FEET; THENCE RUN SOUTH 00°37'34" WEST FOR A DISTANCE OF 5.91 FEET; THENCE RUN SOUTH 66°36'38" EAST FOR A DISTANCE OF 1072.51 FEET; THENCE RUN NORTH 23°23'22" EAST FOR A DISTANCE OF 20.00 FEET; THENCE RUN SOUTH 66°36'38" EAST FOR A DISTANCE OF 105.21 FEET; THENCE RUN SOUTH 39°52'17" WEST FOR A DISTANCE OF 411.95 FEET; THENCE RUN SOUTH 04°09'25" EAST FOR A DISTANCE OF 491.24 FEET; THENCE RUN NORTH 90°00'00" EAST FOR A DISTANCE OF 389.94 FEET; THENCE RUN NORTH 14°51'30" EAST FOR A DISTANCE OF 683.34 FEET; THENCE RUN SOUTH 66°36'38" EAST FOR A DISTANCE OF 1364.27 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 5879.58 FEET, WITH A CHORD BEARING OF SOUTH 66°46'48" EAST, AND A CHORD DISTANCE OF 34.77 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°20'20" FOR A DISTANCE OF 34.77 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 24; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE RUN SOUTH 01°51'26" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 1338.14 FEET TO THE POINT OF BEGINNING.

CONTAINING: 97.879 ACRES, MORE OR LESS

CONTAINING: 123.563 TOTAL ACRES, MORE OR LESS

Old Hwy 50 Property

ALT KEY#

3832862/2514809/1037387/3037243/1109051

Rezoning / Land Use Plan

Clermont, Florida

May 2024

Prepared For:

Pinecastle Investments Inc.

5300 S Orange Ave

Orlando FL. 32809

Revisions

General Notes:

1. Site Access shall be via Old Hwy 50. The internal roads may be public and shall be owned and maintained by the City of Clermont. If the community is gated then all internal roads shall be privately owned and maintained by the HOA.

2. The project will be designed with stormwater management ponds that will accommodate the entire property. The pond will be designed in accordance with the City of Clermont and SJRWMD standards.

3. Based upon FIRM Map #12069C0595E a portion of the wetlands are within a flood Zone.

4. Utility infrastructure shall be public and dedicated to the City of Clermont.

5. Water service will be provided by the City of Clermont.

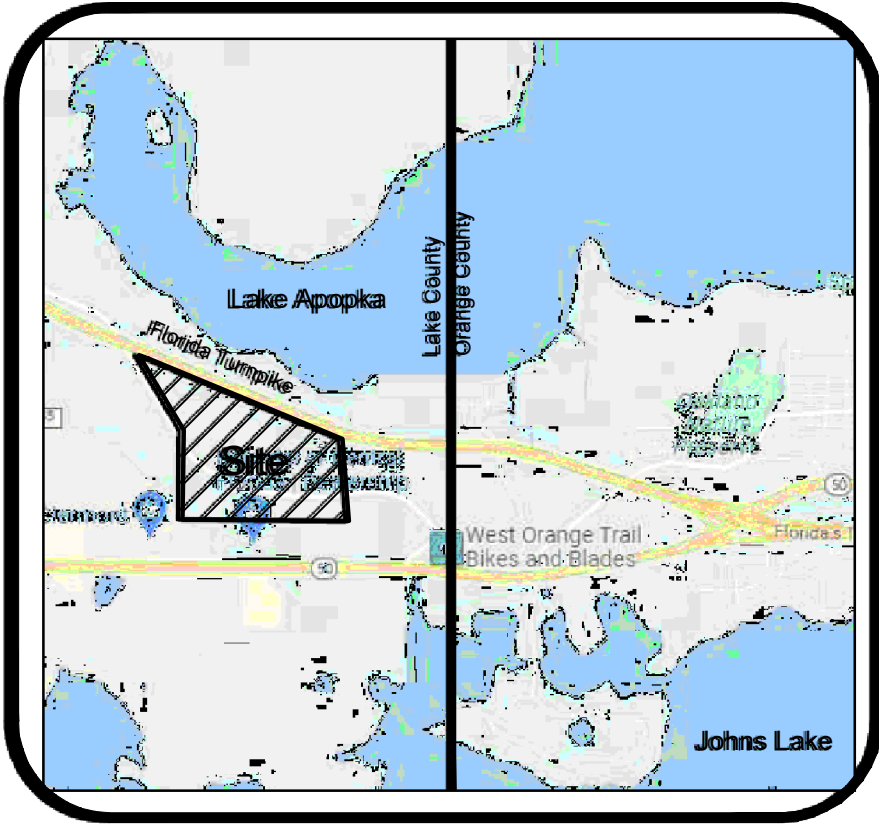
6. Wastewater Service shall be provided by the City of Clermont.

8. Fire Protection shall be provided by Clermont Fire and Rescue.

9. Police Protection shall be provided by Clermont Police Department.

10. Project may be constructed in multiple phases. Determination for phasing shall be established at Preliminary Subdivision Plan development.

11. Pedestrian and bicycle cross access may be provided to the West Orange Bicycle trail. Any connection shall be permitted with the Trail Authorities.



Location Map

Site Data		
Total Land area	123.56	ac
Potential Conservation	53.06	ac
Net Developable Land Area	70.5	ac
Existing FLU (Lake County)	Urban Low Density	
Proposed FLU (Clermont)	Low Density Residential	
Existing Zoning ((Lake County)	R-3 and A	
Proposed Zoning (Clermont)	R-3	
Overall Residential		
Total Units	130	du
Overall Density	1.84	du/ac
Minimum Lot Size	75'x100'	7,500 sf
Development Criteria Village		
Minimum Living Area	1,000	sf
Maximum Building Ht	45'	
Water and Sanitary Sewer	Yes	
Maximum Impervious	55%	
Setbacks		
Front	25'	
Rear	25'	
Side	7.5'	
Accessory Building	7.5'	
Boundary Setbacks		
North	15'	
South	15'	
East	15'	
West	15'	
Infrastructure		
Wastewater (City of Clermont)	23,660	gpd
Potable Water (City of Clermont)	74,360	gpd

3832862	09-22-26-1000-031-00004
2514809	09-22-26-1000-33A-00000
1037387	24-22-26-0003-000-00800
3037243	24-22-26-0003-000-00901
3884751	24-22-26-0003-000-01700
1109051	23-22-26-0001-000-00100

daly design group inc.
Urban Planning • Landscape Architecture • Project Management
913 N Pennsylvania Ave, Winter Park, FL 32789
Phone 407.740.7373 • www.dalydesign.com

Team Members

Owner
Pinecastle Investment Properties LLC
5300 S Orange Ave
Orlando, FL 32809
Contact: Mr Robert Harrell

Environmental Consultant
Bio Tech Environmental and Permitting Services
3025 East South Street
Orlando, FL 32803
Contact: Mr Steve Butler

Applicant / Planner
Daly Design Group
913 N Pennsylvania Ave
Winter Park, Florida 32789
Contact: Tom Daly

Surveyor
Allen and Company
16 E. Plant Street
Winter Garden, FL. 34787
Contact: Mr Jim Rickman

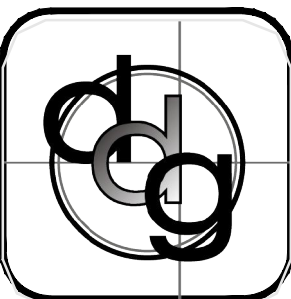
Sheet Index

CVR - Cover

1 of 2 - Villiage A Concept Plan

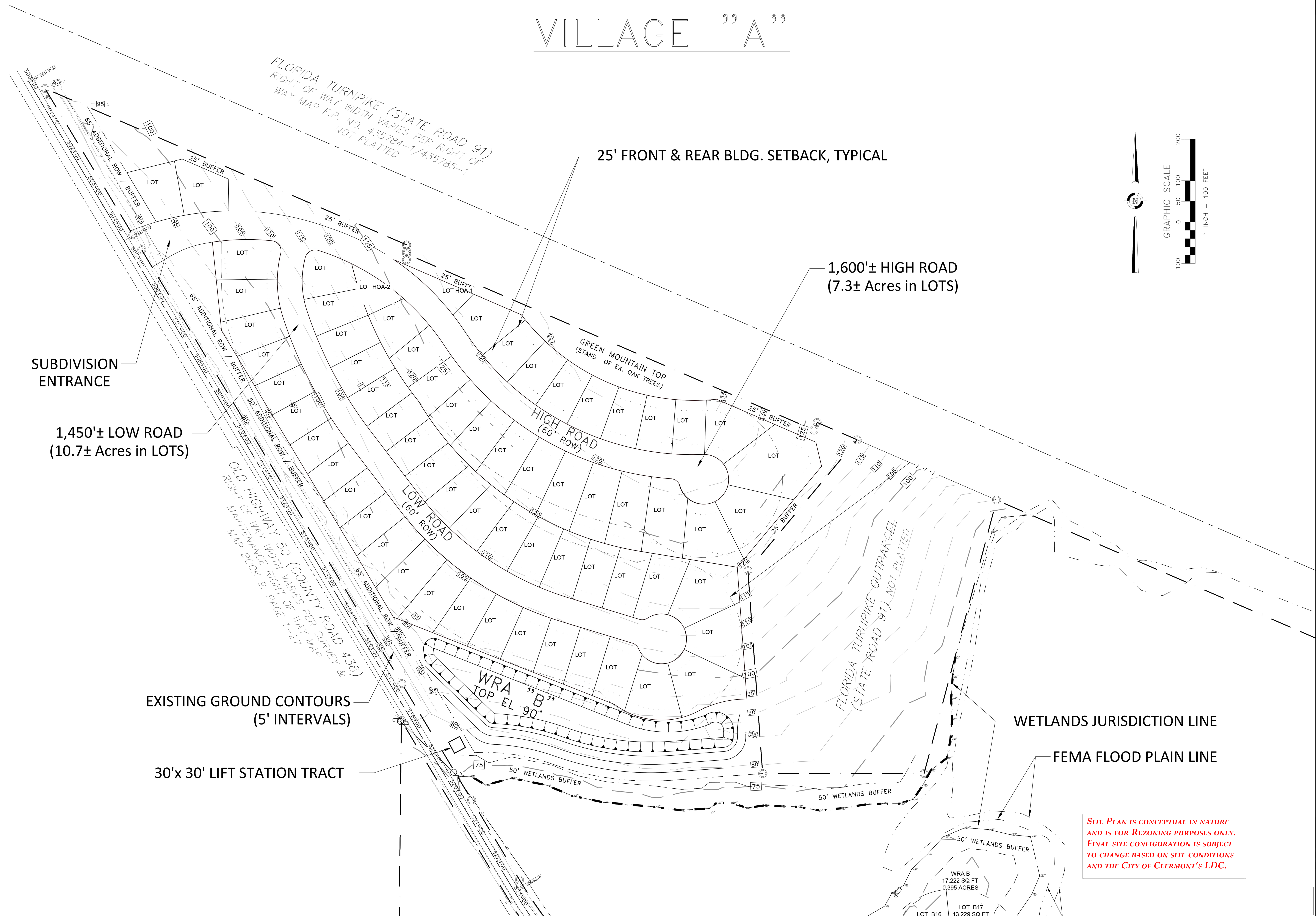
2 of 2 - Villiage B and C Concept Plan

Survey



21235a

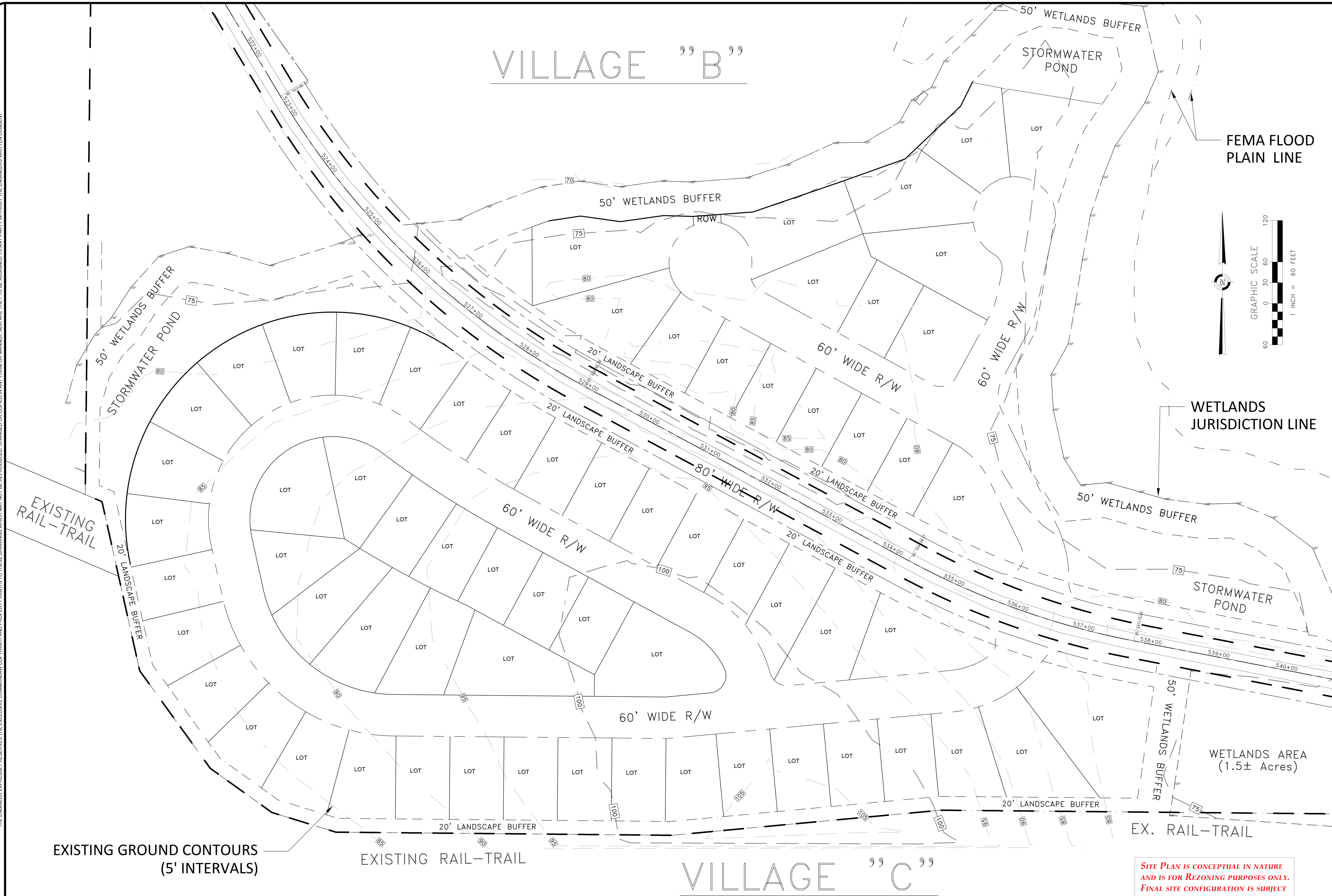
VILLAGE "A"



**SITE PLAN IS CONCEPTUAL IN NATURE
AND IS FOR REZONING PURPOSES ONLY.
FINAL SITE CONFIGURATION IS SUBJECT
TO CHANGE BASED ON SITE CONDITIONS
AND THE CITY OF CLERMONT'S LDC.**

		15 EAST PLANT STREET WATER GARDEN, FLORIDA 34187 (407) 654-5385	
VILLAGE "A" CONCEPTUAL PLAN #1		McCOY & ASSOCIATES ENGINEERS & LAND PLANNERS 106 S. PALM AVE. HOWEY-IN-THE-HILLS, FL. 34737 (352) 324-1136 RMcCoyPE@att.net CA#: 83774	
JOB NO. 22-021 DATE Feb. 2024		DES. BY: RMc DWN. BY: CHK'D BY: APP'D BY:	
SHEET 1 OF 2		REVISIONS	

THE ENGINEER EXPRESSLY RESERVES THE EXCLUSIVE COMMON LAW COPYRIGHT AND PROPERTY RIGHTS TO THESE DRAWINGS WHICH MAY NOT BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER, NOR ARE THEY TO BE ASSIGNED TO ANY PARTY WITHOUT THE ENGINEER'S WRITTEN CONSENT.



**SITE PLAN IS CONCEPTUAL IN NATURE
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REVISIONS	
NO.	DATE

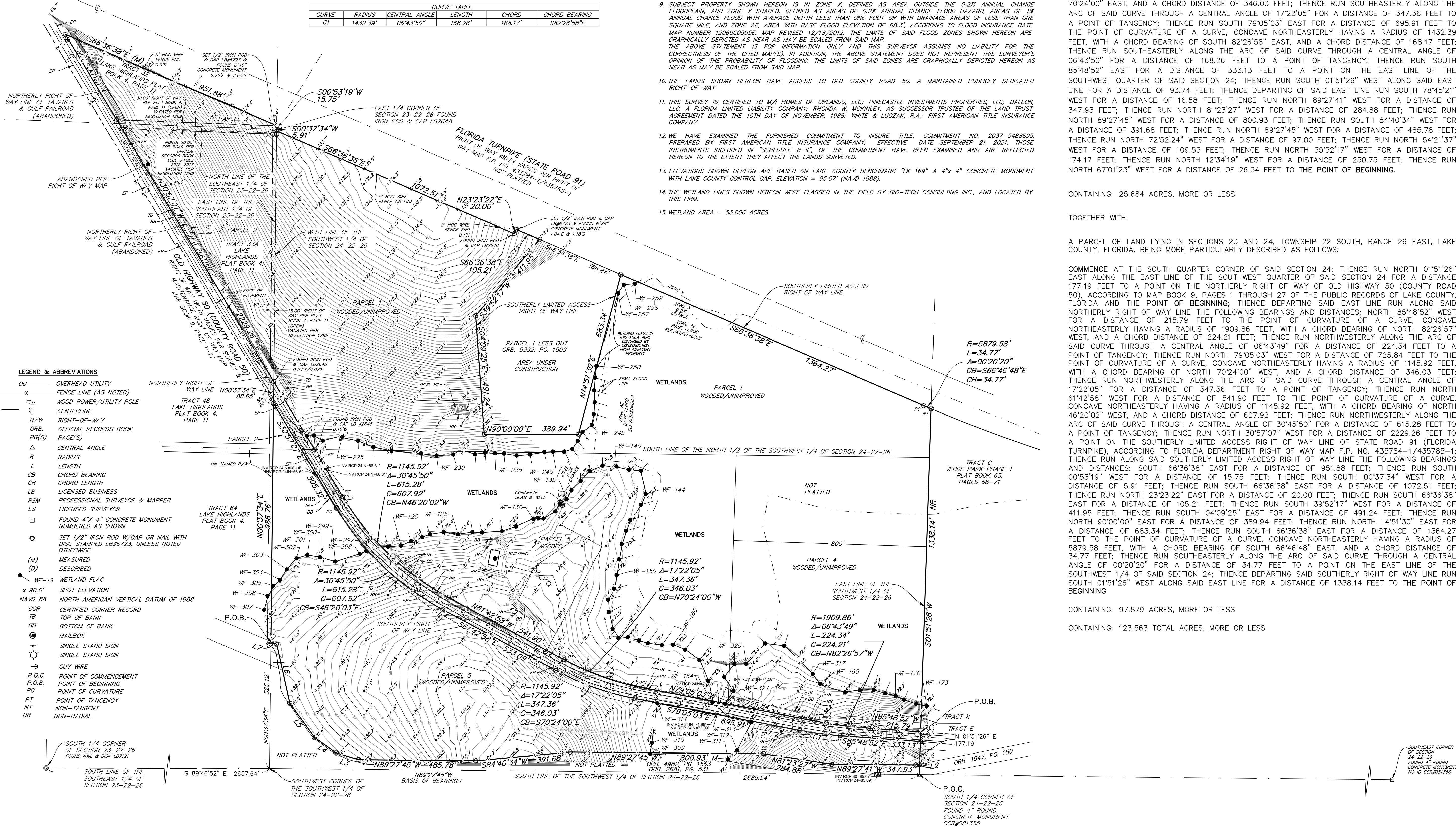
ALLEN & COMPANY
16 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787
(407) 654-5355

McCOY & ASSOCIATES
ENGINEERS & LAND PLANNERS
165 PALM AVE. HOWEY-IN-THE-HILLS, FL. 34737
(888) 324-1156
CA# 8374

VILLAGE B&C CONCEPTUAL PLAN #2
GREEN MOUNTAIN PUD

JOB NO.	22-021
DATE	Feb. 2024
DES. BY:	RMc
DWN. BY:	
CHK'D BY:	
APP'D BY:	
SHEET	2 OF 2

LEGEND & ABBREVIATIONS	
OU	OVERHEAD UTILITY
X	FENCE LINE (AS NOTED)
⊕	WOOD POWER/UTILITY POLE
C	CENTERLINE
R/W	RIGHT-OF-WAY
ORB.	OFFICIAL RECORDS BOOK
PG(S).	PAGE(S)
Δ	CENTRAL ANGLE
⊙	RADIUS
L	LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
LB	LICENSED BUSINESS
PSM	PROFESSIONAL SURVEYOR & MAPPER
LS	LICENSED SURVEYOR
□	FOUND 4"X 4" CONCRETE MONUMENT NUMBERED AS SHOWN
○	SET 1/2" IRON ROD W/CAP OR NAIL WITH DISC STAMPED LB#6723, UNLESS NOTED OTHERWISE
(M)	MEASURED
(D)	DESCRIBED
WF-19	WETLAND FLAG
x 90.0'	SPOT ELEVATION
NAVD 88	NORTH AMERICAN VERTICAL DATUM OF 1988
CCR	CERTIFIED CORNER RECORD
TB	TOP OF BANK
BB	BOTTOM OF BANK
Ⓜ	MAILBOX
⊙	SINGLE STAND SIGN
⊙	SINGLE STAND SIGN
→	GUY WIRE
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
NT	NON-TANGENT
NR	NON-RADIAL



EXCEPTIONS AS THEY APPEAR IN THE TITLE COMMITMENT

10. RESOLUTION RECORDED NOVEMBER 10, 1953 IN DEED BOOK 344, PAGE 41. DOES NOT AFFECT THE SUBJECT PROPERTY
11. PROVISIONS OF THE PLAT OF MAP OF SECTION 23, TOWNSHIP 22S, RANGE 26 E, LAKE HIGHLANDS COMPANY, RECORDED NOVEMBER 6, 1920 IN PLAT BOOK 4, PAGE 11. AFFECTS THE SUBJECT PROPERTY AND IS SHOWN HEREON.
12. UNITY OF TITLE RECORDED FEBRUARY 25, 1997 IN BOOK 1498, PAGE 1646. AFFECTS PARCEL 4 AND THAT PORTION OF PARCEL 5 LYING NORTH OF OLD HIGHWAY 50, CANNOT BE SHOWN HEREON, BLANKET IN NATURE.

LINE TABLE MEASURED		
LINE	BEARING	LENGTH
L1	S01°51'26\"W	93.74'
L2	S78°45'21\"W	16.58'
L3	N72°52'24\"W	92.00'
L4	N54°21'57\"W	109.53'
L5	N35°51'51\"W	174.17'
L6	N12°34'19\"W	250.75'
L7	N67°00'57\"W	26.34'

LINE TABLE DESCRIBED		
LINE	BEARING	LENGTH
L3	N72°51'58\"W	92.00'
L4	N54°21'11\"W	109.53'
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L6	N12°33'53\"W	250.75'
L7	N67°00'57\"W	26.34'

CURVE TABLE				
CURVE	RADIUS	CENTRAL ANGLE	LENGTH	CHORD
C1	1432.39'	06°43'50\"	168.26'	168.17'

SURVEYOR'S NOTES:

1. THE LEGAL DESCRIPTION SHOWN HEREON WAS CREATED BY THE SURVEYOR AT THE CLIENT'S REQUEST.
2. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 24--22-26 AS BEING N89°27'45\"W.
3. THERE MAY BE EASEMENTS AND RESTRICTIONS OF RECORD AND/OR PRIVATE AGREEMENTS NOT FURNISHED TO THIS SURVEYOR OR SHOWN ON THIS BOUNDARY SURVEY THAT MAY AFFECT PROPERTY RIGHTS AND/OR LAND USE RIGHTS OF THE SUBJECT PROPERTY.
4. THERE MAY BE ENVIRONMENTAL ISSUES AND/OR OTHER MATTERS REGULATED BY VARIOUS DEPARTMENTS OF FEDERAL, STATE OR LOCAL GOVERNMENTS AFFECTING THE SUBJECT PROPERTY NOT SHOWN ON THIS SURVEY.
5. THIS SURVEY WAS PERFORMED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES LISTED HEREON AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.
6. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
7. UNLESS OTHERWISE NOTED OR SHOWN HEREON, THERE ARE NO APPARENT AND/OR UNOBSERVED, ABOVE GROUND ENCROACHMENTS, THE DISPOSITION OF ANY POTENTIAL ENCROACHING IMPROVEMENTS SHOWN IS BEYOND PROFESSIONAL PURVIEW AND SUBJECT TO LEGAL INTERPRETATION.
8. UNLESS OTHERWISE NOTED OR SHOWN HEREON, APPARENT AND/OR VISIBLE UNOBSERVED, VISIBLE ABOVE GROUND IMPROVEMENTS WERE LOCATED. UNDERGROUND IMPROVEMENTS, SUCH AS FOUNDATIONS AND UTILITIES, WERE NOT LOCATED.
9. SUBJECT PROPERTY SHOWN HEREON IS IN ZONE X, DEFINED AS AREA OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AND ZONE X SHADED, DEFINED AS AREAS OF 0.2% ANNUAL CHANCE FLOOD HAZARD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH LESS THAN ONE FOOT OR WITH DRAINAGE AREAS OF LESS THAN ONE SQUARE MILE, AND ZONE AE, AREA WITH BASE FLOOD ELEVATION OF 68.3', ACCORDING TO FLOOD INSURANCE RATE MAP NUMBER 120800595E, MAP REVISED 12/19/2012. THE LIMITS OF SAID FLOOD ZONES SHOWN HEREON ARE GRAPHICALLY DEPICTED AS NEAR AS MAY BE SCALED FROM SAID MAP. THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP(S). IN ADDITION, THE ABOVE STATEMENT DOES NOT REPRESENT THIS SURVEYOR'S OPINION OR THE PROBABILITY OF FLOODING. THE LIMITS OF SAID ZONES ARE GRAPHICALLY DEPICTED HEREON AS NEAR AS MAY BE SCALED FROM SAID MAP.
10. THE LANDS SHOWN HEREON HAVE ACCESS TO OLD COUNTY ROAD 50, A MAINTAINED PUBLICLY DEDICATED RIGHT-OF-WAY.
11. THIS SURVEY IS CERTIFIED TO M/A HOMES OF ORLANDO, LLC; PINECASTLE INVESTMENTS PROPERTIES, LLC; DALEON, LLC, A FLORIDA LIMITED LIABILITY COMPANY; RHONDA W. MCKINLEY, AS SUCCESSOR TRUSTEE OF THE LAND TRUST AGREEMENT DATED THE 10TH DAY OF NOVEMBER, 1988; WHITE & LUCZAK, P.A.; FIRST AMERICAN TITLE INSURANCE COMPANY.
12. WE HAVE EXAMINED THE FURNISHED COMMITMENT TO INSURE TITLE, COMMITMENT NO. 2037-5488895, PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, EFFECTIVE DATE SEPTEMBER 21, 2021. THOSE INSTRUMENTS INCLUDED IN "SCHEDULE B-H", OF THE COMMITMENT HAVE BEEN EXAMINED AND ARE REFLECTED HEREON TO THE EXTENT THEY AFFECT THE LANDS SURVEYED.
13. ELEVATIONS SHOWN HEREON ARE BASED ON LAKE COUNTY BENCHMARK "LK 169" A 4\"X 4\" CONCRETE MONUMENT WITH LAKE COUNTY CONTROL CAP. ELEVATION = 95.07' (NAVD 1988).
14. THE WETLAND LINES SHOWN HEREON WERE FLAGGED IN THE FIELD BY BIO-TECH CONSULTING INC., AND LOCATED BY THIS FIRM.
15. WETLAND AREA = 53.006 ACRES

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CONTAINING: 25.684 ACRES, MORE OR LESS

TOGETHER WITH:

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CONTAINING: 97.879 ACRES, MORE OR LESS

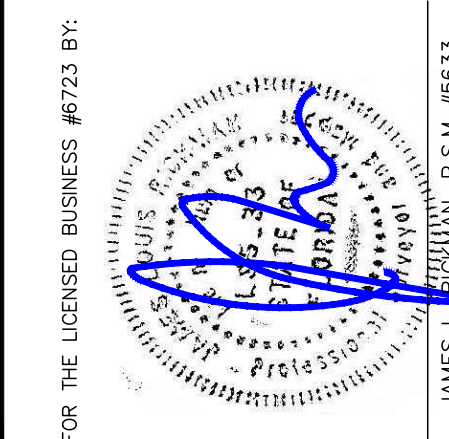
CONTAINING: 123.563 TOTAL ACRES, MORE OR LESS



16 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787
407 654-5355 FAX 407 654-5356
admin@allen-company.com

BOUNDARY SURVEY
OF
LAND OF WARREN & DALEON
SECTION 23 & 24, TOWNSHIP 22 SOUTH, RANGE 26 EAST
LAKE COUNTY, FLORIDA

FOR:
KROEGER & CO.



DATE	REVISIONS
08/17/24	UPDATED BOUNDARY LINES
08/15/23	REVISED ROAD NAME
07/14/23	ADDRESS COMMENTS
04/1/23	AND ABANDONED R/W
02/17/22	ADD CENT

JOB # 20210608
DATE: 11-19-21
SCALE: 1\"=200'
CALC BY: BRH-SEJ
FIELD BY: AB
DRAWN BY: BRH-SEJ
CHECKED BY: SEJ

SHEET 1 OF 1

OLD HWY 50 PROPERTY

COMPREHENSIVE PLAN

AMENDMENT

PREPARED
MAY 2024



Old Hwy 50 Property Comprehensive Plan Amendment

Alt Keys / Property Identification Number:

3832862 / 09-22-26-1000-031-00004
2514809 / 09-22-26-1000-33A-00000
1037387 / 24-22-26-0003-000-00800
3037243 / 24-22-26-0003-000-00901
3884751 / 24-22-26-0003-000-01700
1109051 / 23-22-26-0001-000-00100

Property Owner:

Pinecastle Investment Properties LLC
5300 S Orange Ave
Orlando, FL 32809
Contact: Mr. Robert Harrell

Applicant / Urban Planner:

Daly Design Group
913 N Pennsylvania Ave
Winter Park FL 32789
Contact: Thomas Daly

Traffic Engineer:

Traffic & Mobility Consultants
1507 S. Hiawasse Road, suite 212
Orlando FL 32835
Contact: Mr. Mohammed Abdallah

Environmental Consultant:

Bio-Tech Consulting Inc.
3025 East South Street
Orlando, FL 32803
Contact: Mr. Steve Butler

Engineer:

McCoy and Associates
106 S Palm Ave,
Howey-in-the-Hills, FL 34737
Contact: Mr. Rick McCoy

Surveyor:

Allen and Company
16 East Plant Street
Winter Garden FL 34787
Contact: Mr. Jim Rickman

Old Hwy 50 Property Comprehensive Plan Amendment

Table Exhibits:

1. Location Map
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Table of Appendix:

- A. Property Appraisers ID Card / Warranty Deeds
- B. Lake County School Concurrency Application
- C. Clermont Utility Service Agreement Application
- D. Traffic Impact Analysis -prepared by TMC, Inc.

Old Hwy 50 Property Comprehensive Plan Amendment

Legal Description:

A PARCEL OF LAND LYING IN SECTIONS 23 AND 24, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH QUARTER CORNER OF SAID SECTION 24; THENCE RUN NORTH 89°27'45" WEST ALONG SOUTH LINE OF SOUTHWEST QUARTER OF SAID SECTION 24 FOR A DISTANCE OF 2689.54 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 24; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 00°37'34" EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 23 FOR A DISTANCE 525.12 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°37'34" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 986.76 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF OLD HIGHWAY 50 (COUNTY ROAD 50), ACCORDING TO MAP BOOK 9, PAGES 1 THROUGH 27 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID EAST LINE RUN ALONG SAID SOUTHERLY RIGHT OF WAY THE FOLLOWING BEARINGS AND DISTANCES: SOUTH 30°57'07" EAST FOR A DISTANCE OF 505.32 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1145.92 FEET, WITH A CHORD BEARING OF SOUTH 46°20'03" EAST, AND A CHORD DISTANCE OF 607.92 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°45'50" FOR A DISTANCE OF 615.28 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 61°42'58" EAST FOR A DISTANCE OF 533.09 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1145.92 FEET, WITH A CHORD BEARING OF SOUTH 70°24'00" EAST, AND A CHORD DISTANCE OF 346.03 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°22'05" FOR A DISTANCE OF 347.36 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 79°05'03" EAST FOR A DISTANCE OF 695.91 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1432.39 FEET, WITH A CHORD BEARING OF SOUTH 82°26'58" EAST, AND A CHORD DISTANCE OF 168.17 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°43'50" FOR A DISTANCE OF 168.26 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 85°48'52" EAST FOR A DISTANCE OF 333.13 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24; THENCE RUN SOUTH 01°51'26" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 93.74 FEET; THENCE DEPARTING OF SAID EAST LINE RUN SOUTH 78°45'21" WEST FOR A DISTANCE OF 16.58 FEET; THENCE RUN NORTH 89°27'41" WEST FOR A DISTANCE OF 347.93 FEET; THENCE RUN NORTH 81°23'27" WEST FOR A DISTANCE OF 284.88 FEET; THENCE RUN NORTH 89°27'45" WEST FOR A DISTANCE OF 800.93 FEET; THENCE RUN SOUTH 84°40'34" WEST FOR A DISTANCE OF 391.68 FEET; THENCE RUN NORTH 89°27'45" WEST FOR A DISTANCE OF 485.78 FEET; THENCE RUN NORTH 72°52'24" WEST FOR A DISTANCE OF 97.00 FEET; THENCE RUN NORTH 54°21'37" WEST FOR A DISTANCE OF 109.53 FEET; THENCE RUN NORTH 35°52'17" WEST FOR A DISTANCE OF 174.17 FEET; THENCE RUN NORTH 12°34'19" WEST FOR A DISTANCE OF 250.75 FEET; THENCE RUN NORTH 67°01'23" WEST FOR A DISTANCE OF 26.34 FEET TO THE POINT OF BEGINNING.

CONTAINING: 25.684 ACRES, MORE OR LESS

TOGETHER WITH:

A PARCEL OF LAND LYING IN SECTIONS 23 AND 24, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

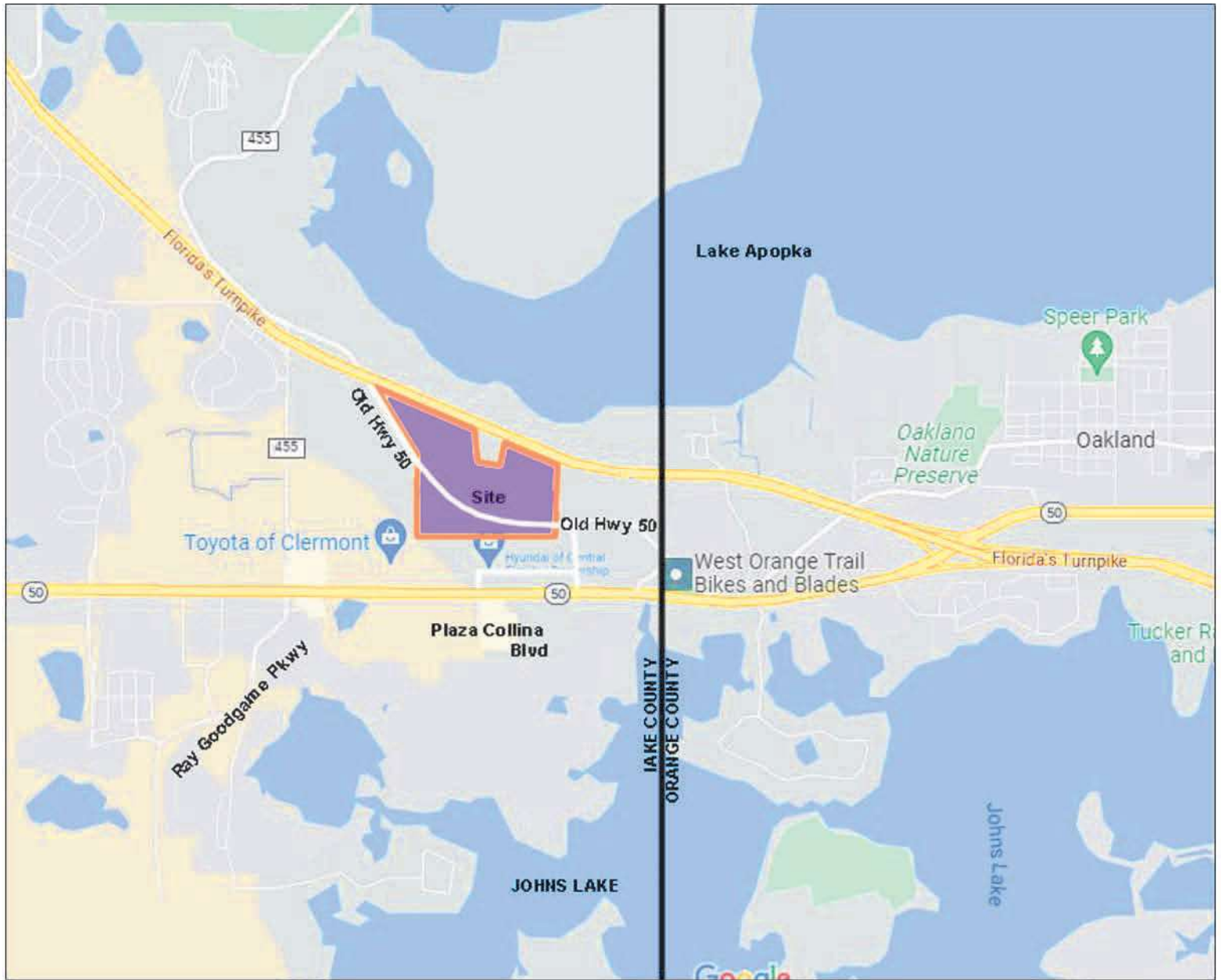
COMMENCE AT THE SOUTH QUARTER CORNER OF SAID SECTION 24; THENCE RUN NORTH 01°51'26" EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24 FOR A DISTANCE 177.19 FEET TO A POINT ON THE NORTHERLY RIGHT OF

Old Hwy 50 Property Comprehensive Plan Amendment

WAY OF OLD HIGHWAY 50 (COUNTY ROAD 50), ACCORDING TO MAP BOOK 9, PAGES 1 THROUGH 27 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE RUN ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING BEARINGS AND DISTANCES: NORTH 85°48'52" WEST FOR A DISTANCE OF 215.79 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1909.86 FEET, WITH A CHORD BEARING OF NORTH 82°26'57" WEST, AND A CHORD DISTANCE OF 224.21 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°43'49" FOR A DISTANCE OF 224.34 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 79°05'03" WEST FOR A DISTANCE OF 725.84 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1145.92 FEET, WITH A CHORD BEARING OF NORTH 70°24'00" WEST, AND A CHORD DISTANCE OF 346.03 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°22'05" FOR A DISTANCE OF 347.36 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 61°42'58" WEST FOR A DISTANCE OF 541.90 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1145.92 FEET, WITH A CHORD BEARING OF NORTH 46°20'02" WEST, AND A CHORD DISTANCE OF 607.92 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°45'50" FOR A DISTANCE OF 615.28 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 30°57'07" WEST FOR A DISTANCE OF 2229.26 FEET TO A POINT ON THE SOUTHERLY LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 91 (FLORIDA TURNPIKE), ACCORDING TO FLORIDA DEPARTMENT RIGHT OF WAY MAP F.P. NO. 435784-1/435785-1; THENCE RUN ALONG SAID SOUTHERLY LIMITED ACCESS RIGHT OF WAY LINE THE FOLLOWING BEARINGS AND DISTANCES: SOUTH 66°36'38" EAST FOR A DISTANCE OF 951.88 FEET; THENCE RUN SOUTH 00°53'19" WEST FOR A DISTANCE OF 15.75 FEET; THENCE RUN SOUTH 00°37'34" WEST FOR A DISTANCE OF 5.91 FEET; THENCE RUN SOUTH 66°36'38" EAST FOR A DISTANCE OF 1072.51 FEET; THENCE RUN NORTH 23°23'22" EAST FOR A DISTANCE OF 20.00 FEET; THENCE RUN SOUTH 66°36'38" EAST FOR A DISTANCE OF 105.21 FEET; THENCE RUN SOUTH 39°52'17" WEST FOR A DISTANCE OF 411.95 FEET; THENCE RUN SOUTH 04°09'25" EAST FOR A DISTANCE OF 491.24 FEET; THENCE RUN NORTH 90°00'00" EAST FOR A DISTANCE OF 389.94 FEET; THENCE RUN NORTH 14°51'30" EAST FOR A DISTANCE OF 683.34 FEET; THENCE RUN SOUTH 66°36'38" EAST FOR A DISTANCE OF 1364.27 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 5879.58 FEET, WITH A CHORD BEARING OF SOUTH 66°46'48" EAST, AND A CHORD DISTANCE OF 34.77 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°20'20" FOR A DISTANCE OF 34.77 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 24; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE RUN SOUTH 01°51'26" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 1338.14 FEET TO THE POINT OF BEGINNING.

CONTAINING: 97.879 ACRES, MORE OR LESS

CONTAINING: 123.563 TOTAL ACRES, MORE OR LESS



Old Hwy 50 Property Clermont, Florida

Exhibit 1 Location Map



daly design group

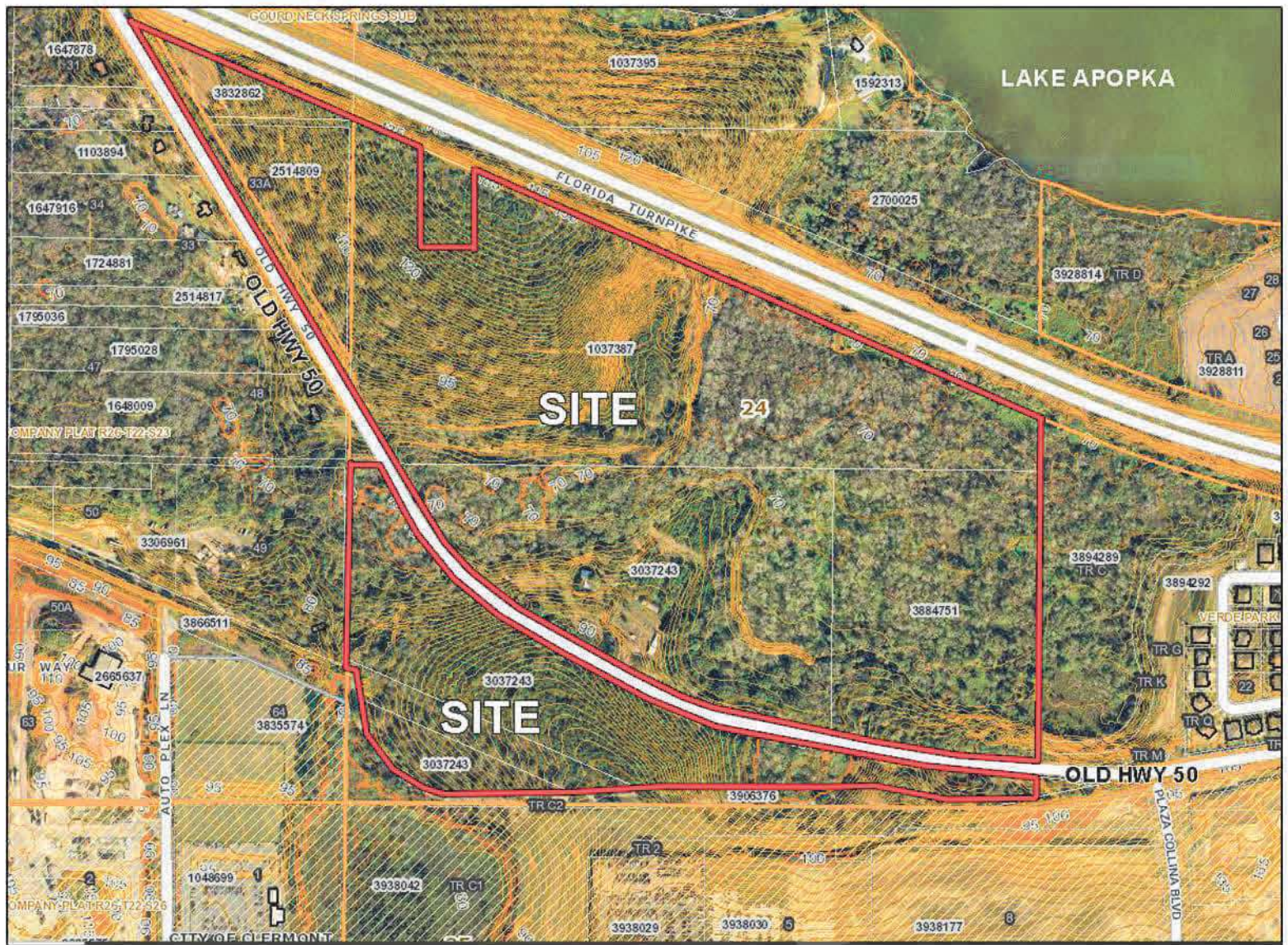
Urban Planning • Landscape Architecture • Project Management

913 N Pennsylvania Ave, Winter Park, Florida 32789

Phone 407.740.7373 • www.dalydesign.com

Job No.: 21235 Scale: nts Date: 05.08.2024





daly design group

Urban Planning • Landscape Architecture • Project Management

913 N Pennsylvania Ave, Winter Park, Florida 32789

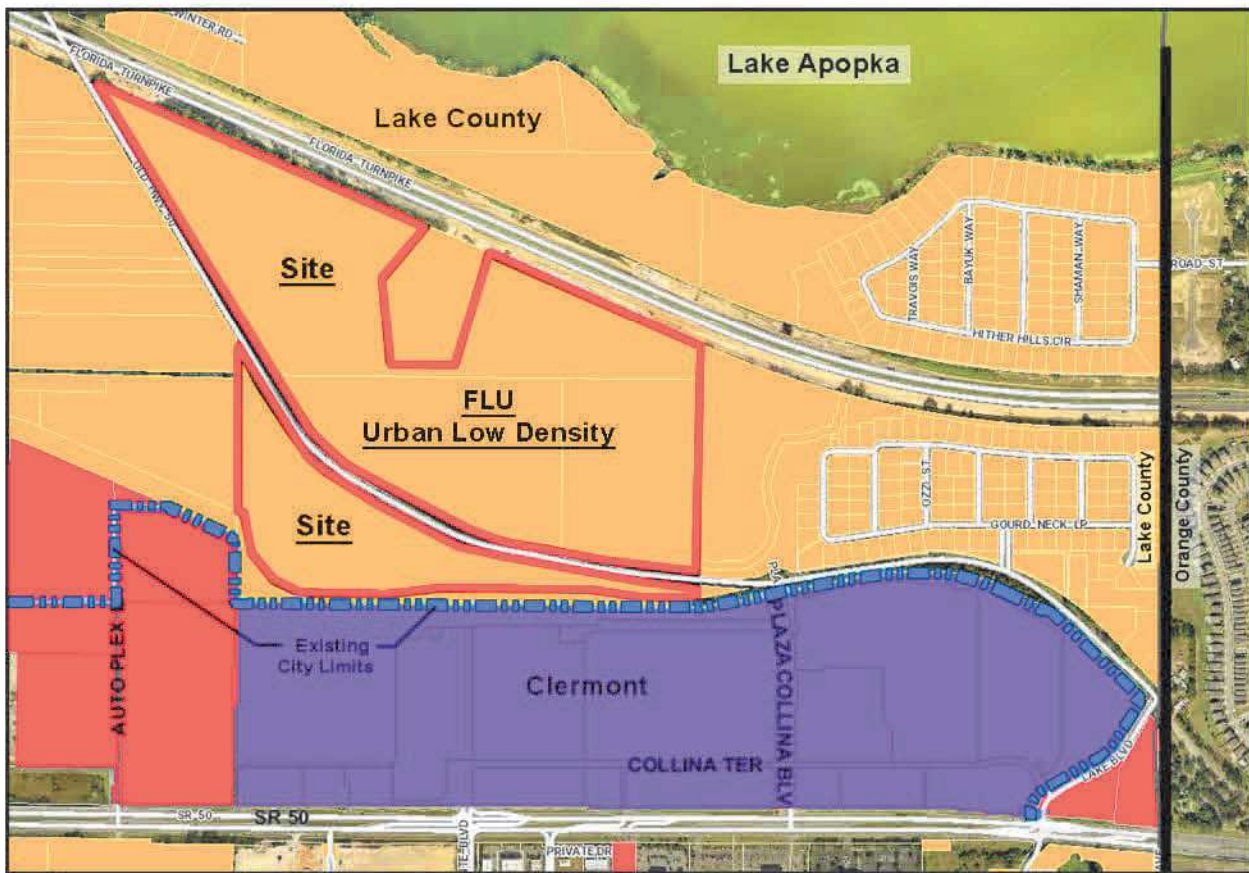
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Old Hwy 50 Property Clermont, Florida

Exhibit 2 Topography Map





Lake County FLU Legend



Clermont FLU Legend



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**Old Hwy 50 Property
Clermont, Florida**

**Exhibit 3
Existing FLU Map**





Lake County FLU Legend



Clermont FLU Legend



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Old Hwy 50 Property Clermont, Florida

Exhibit 5 Proposed FLU Map



Old Hwy 50 Property Comprehensive Plan Amendment

Location:

The subject site is within Lake County Florida and has frontage along the north and south right of way line of Old Highway 50. The north boundary of the site is next to the Florida Turnpike. The southern boundary of the site is next to the West Orange bike trail. The east boundary of the site is next to the Verde Park subdivision. The western boundary of the site is next to existing wetlands and (12) large lot homesteads that are located along the western right of way of Old HWY 50. (Exhibit 1)

The site is located within the Clermont Joint Planning Area as defined in the Land Development Code (LDC) chapter 15.02.00 and the Interlocal Service Boundary Area for utility services provided by the City of Clermont.

Topography:

The site has significant topographic relief across the site. The northern portion of the property assemblage has topography ranging from elevation 136' to elevation 73' and generally slopes southeast towards the existing wetlands located within the northern assemblage boundary.

The southern parcel has topography ranging from elevation 105' to elevation 72' and generally slopes from south to north towards the existing wetlands and Old Hwy 50. (Exhibit 2)

Future Land use:

The existing Future Land Use (FLU) on the subject site is Lake County - Urban Low Density (ULD), which permits a maximum density of 4 dwelling units per net buildable acre. (Exhibit 3)

The applicant is requesting to annex into the City of Clermont and amend the existing FLU from Lake County Urban Low Density to Clermont Low Density Residential (LDR) 3 dwelling units per ac. (Exhibit 5)

The subject site is within ½ mile from Lake Apopka and shall be subject to the Lake County Lake Apopka Basin overlay, which permits residential development at a maximum density of 4 du/ac.

Existing Zoning:

The existing zoning on the subject site is Lake County R-3 and Agricultural (A). (Exhibit 4)

The applicant is requesting an amendment to the existing Lake County zoning from R-3 and A to Clermont R-3 to develop a single-family residential community consistent with Clermont's R-3 zoning designation. (Exhibit 6)

Description

The applicant is requesting to Annex into the City of Clermont. Concurrently with the request to annex, the applicant is seeking approval to amend the existing Lake County Future Land Use of urban low density and Zoning of R-3 and A. The applicant is requesting Clermont's Future land use of Low Density Residential and Zoning of R-3 to develop a single-family residential community on the subject site consistent with Clermont's regulations.

Old Hwy 50 Property Comprehensive Plan Amendment

Summary of the proposed amendment content and effect that describes any changed conditions that would justify the proposed amendment, and why there is a need for the proposed amendment.

The City of Clermont is experiencing substantial growth in commercial and multi-family residential development that is focused along the SR 50 corridor at the east gateway to the city. The subject site is located north of the Plaza Collina which is a mixed-use development that includes multi-family and retail / commercial uses. There is limited single family development within this area of the city and the proposed amendment will provide an opportunity for single family home ownership that will add to the variety of housing types available within the surrounding area and close to large employment opportunities.

The subject site is located within the Clermont JPA and the ISBA and will receive potable water and sanitary sewer services from the Clermont utility department. The applicant has requested to be annexed into the City Limits of Clermont. The purpose of the request is to develop a single-family residential community within 3 defined villages consistent with the Clermont development standards and to receive utility and public services from the city.

The applicant seeks approval to amend the existing Future Land Use from Lake County Urban Low Density to Clermont Low Density Residential to develop single-family residential lots on 123.56 gross acres. The applicant has applied to rezone the property from Lake County (R-3) and Agricultural (A) to Clermont R-3. The rezoning application is being reviewed concurrently with comprehensive plan amendment.

The 123.56 gross acre site is currently used as a silviculture tree farm and is extensively planted with pine trees. Existing site improvements include a single enclosed building and pole barns within a fenced area. There are approximately 53.06 acres of existing wetlands within the subject site boundary that provide a natural buffer to the existing residential developments next to the site.

Over the past several years this area of Clermont has seen increased demand for residential housing. The subject site is located within an area of the city that offers multiple opportunities for employment, shopping and recreation that make this a desirable area for residential development.

A description of how the proposed amendment(s) will result in an orderly and logical development pattern with existing and proposed land use(s) of the area.

The applicant is proposing to develop a single-family residential community within 3 distinct villages of the subject site. Access to the individual villages shall be provided along Old Highway 50.

The property to the east of the site is the Verde Park Subdivision, which is a 111-unit single family PUD that was platted in 2014. The existing wetlands that separate villages A and B and Verde Park to the east provides a 600-foot natural buffer between the 2 residential communities.

Old Hwy 50 Property Comprehensive Plan Amendment

The properties to the south of the subject site are comprised of developed and undeveloped commercial properties. There are active commercial properties including 2 car dealerships (Chevrolet and Hyundai) and a clean machine car wash facility. These businesses are located approximately 250 feet south of the subject site. The parcel to the east of the Hyundai dealership is a recently constructed Costco retail store. The eastern part of the Plaza Collina site is currently under construction with multi-family housing development that will be available for rent / lease in 2024.

The West Orange Bike Trail separates the subject site from the adjacent commercial properties found within Plaza Collina. Plaza Collina Blvd is a planned road that will be constructed in the future and will provide a direct roadway connection from SR 50 south of the site to Old Hwy 50. This planned road connection is 450' east of villages B&C.

There are (12) large lot properties along the west side of the Old Hwy 50 right of way that are used as single family and manufactured homesteads with well and onsite septic.

Village A, which aligns with the existing homesteads, shall be comprised of single-family lots. Old Hwy 50 shall provide the separation of uses between the village A and B and the existing residential uses that are next to the site. The existing wetlands located between the existing homesteads and village C to the south shall provide a natural 500-foot buffer between these properties.

The northern boundary of the subject site is next to the Florida Turnpike.

The proposed single-family development within 3 distinct villages is consistent with the evolving development pattern for this area of Clermont. The applicant is requesting to amend the FLU from Lake County Urban Low Density to Clermont Low density Residential and to rezone the property from Lake County R-3 and A to Clermont R-3 to develop the site as a residential planned community that will be integrated into the surrounding area and provide opportunities for home ownership.

A description of the present availability of, and estimated demand on the following public facilities: potable water, sanitary sewer, transportation system and recreation, as appropriate

It is estimated that this community will generate approximately 338 people. The applicant has requested annexation into the City of Clermont to secure utility services to the subject site. The annexation application is being reviewed concurrently with the comprehensive plan amendment.

This community will generate 23,660 gpd (70gpd per capita) of wastewater. The city of Clermont will provide utility service to this community.

This community will use 74,360 gpd (220gpd per capita) of Potable water. The city of Clermont will provide utility service to this community.

This community will produce 2,241 lbs. of solid waste per day (6.63 lbs. per capita). The city's sanitation department will provide service to this community.

Old Hwy 50 Property Comprehensive Plan Amendment

The owner of the property has submitted applications to Clermont regarding the Utility Service Agreement. A copy of the application is attached. (Appendix C)

Stormwater management shall be provided on site and shall be consistent with the regulations of Lake County, St Johns River Water Management district.

The proposed development shall provide recreational amenities within the project boundaries to serve the future residents. Additionally, the proposed community may provide a connection to the West Orange Bike Trail, which provides connectivity to the existing regional recreation facilities located next to village C. Any potential connection shall be reviewed by the appropriate departments.

An application for school concurrency determination has been submitted to Lake County Schools. A copy of the application is attached for review. (Appendix B)

Emergency services shall be provided by Lake County and the City of Clermont. There are existing city and county emergency service stations located near the subject site.

Information regarding the compatibility of the proposed land use amendment(s) with the Goals, Objectives and Policies of the Future Land Use Element and any other affected comprehensive plan elements

Future Land Use Element:

Objective 1.1: *Discourage Urban Sprawl. The City shall discourage and/or reduce urban sprawl through a future land use pattern that promotes orderly, compact development and the provision of public facilities and services that minimize costs and environmental impacts and maximize efficiency.*

Response: The subject site is located north of the Plaza Collina mixed use development. The proposed development of single family residential shall provide a transition of uses from the commercial and multi-family development located within the Plaza Collina south of the project and the large lot residential properties next to Lake Apopka to the north of the site.

Existing public facilities and services are located near the subject parcel and shall be extended to the site by the developer.

Objective 1.3: *Conservation Land Use Category. The conservation category is established for the long-term protection and preservation of publicly or privately owned lands that contain valuable and threatened natural resources, such as wetlands, floodplains and unique ecological communities.*

Response: Wetlands have been found on the subject site and have been flagged and surveyed. The applicant shall adhere to the regulations set by the St Johns River Water Management District and the local environmental protection requirements for wetlands.

Old Hwy 50 Property Comprehensive Plan Amendment

Policy 1.6.1: *Low-Density Residential. Areas delineated on the FLUM for low-density residential development shall accommodate a maximum density of up to three dwelling units per acre and shall be comprised primarily of single-family detached homes on individual lots.*

Response: The applicant is requesting to develop the subject site with less than 3 dwelling units per ac.

Policy 1.12.3: *The City shall encourage requests for voluntary annexation into the City when those lands are logical extensions of the existing City limits, when services can be properly provided and when proposed uses are compatible with the City's comprehensive plan.*

Response: The applicant has submitted applications for annexation into the City of Clermont with the purpose of receiving utility service from the City of Clermont. A copy of the application is attached. (Appendix C)

Policy 1.16.2: *Zoning districts in the City's land development regulations shall implement the future land use categories adopted in the comprehensive plan, including the types of uses and the densities and intensities of uses.*

Response: The applicant is requesting to amend the existing zoning from Lake County R-3 and A to the City of Clermont R-3. The rezoning application has been submitted and is being reviewed concurrently with the annexation and comprehensive plan amendment request.

Policy 1.16.3: *It is the intent of the City of Clermont to ensure that adequate open space is provided through the following:*

- *active or passive recreation sites;*
- *landscaped buffers;*
- *protected natural resource lands;*
- *protected environmentally sensitive lands;*
- *areas devoted to drainage and stormwater retention;*
- *landscaping requirements;*

Response: The site will be developed to comply with the City of Clermont's requirements for open space.

Transportation Element:

Policy 1.3.5: *Proposed development that is required to follow the site plan review process shall be required to submit a traffic analysis which identifies the development's impact on the City's transportation system.*

Response: A traffic analysis has been provided by TMC traffic consultants and is attached for review. (Appendix D)

Old Hwy 50 Property Comprehensive Plan Amendment

Sanitary Sewer Element:

Policy 1.1.1: *The City's adopted level of service for sanitary sewer capacity shall be 70. gallons per capita per day.*

Response: This community will generate 23,660 gpd (70gpd per capita) of wastewater. The city of Clermont will provide utility service to this community.

Policy 1.2.4: *New residences, residential subdivisions and commercial developments shall be required to connect to the City's central sewer system.*

Response: The applicant shall connect to the City of Clermont's center sewer system.

Solid Waste Element:

Policy 1.1.1: *The City's minimum level of service for municipal solid waste shall be 6.63 pounds per capita per day, which will be utilized to plan for future demand.*

Response: This community will produce 2,241 lbs. of solid waste per day (6.63 lbs. per capita). The city's sanitation department will provide service to this community.

Stormwater Element:

Policy 1.2.2: *New developments shall design stormwater management systems to meet the rules and criteria established by the City of Clermont, the St. Johns River Water Management District (SJRWMD), the Florida Department of Transportation and Lake County, as applicable.*

Response: The on-site stormwater management system shall be designed and constructed consistent with the rules and criteria established by the LDC.

Potable water Element:

Policy 1.1.1: *The City's level of service (LOS) standard for potable water supply shall be 220 gallons per capita per day (gaped).*

Response: This community will use 74,360 gpd (220gpd per capita) of Potable water. The city of Clermont will provide utility service to this community.

Policy 1.3.4: *Before supplying potable water to developments located in the utility service area, the City may require that the development be annexed into the City.*

Response: An application requesting annexation into the city has been submitted and is being reviewed concurrently with the submitted comprehensive plan amendment and rezoning applications.

Old Hwy 50 Property Comprehensive Plan Amendment

Policy 1.3.8: *The City shall require that new developments extend potable water distribution and reclaimed lines along the entire property boundary for future connection to adjacent properties.*

Response: The development shall extend utility services consistent with the City of Clermont's requirements.

Policy 1.3.9: *The City shall discourage urban sprawl through the following activities: The City shall require all new developments within the City limits to connect to the City's central potable water system.*

Response: The development shall connect to the City's central potable water system.

Conservation Element:

Policy 1.2.3: *To reduce groundwater consumption and runoff related to landscape irrigation, the City shall require new development to use and/or preserve native drought-resistant vegetation*

Response: The community shall use native drought tolerant vegetation and plants listed as Florida Friendly as defined by the University of Florida IFAS.

Policy 1.4.1: *The City shall include in its Land Development Code a requirement that any development that contains land meeting the definition of a wetland, as defined in Florida Statutes, Section 373.019(25), shall conduct wetland delineation. A delineation of the upland wetland boundary shall be established based upon an onsite field survey by a professional biologist or registered engineer that, through a comprehensive planning process, identifies the types, values, functions, size, conditions and specific locations of the wetlands on the site.*

Response: The subject site has potential wetlands that have been flagged and surveyed. The developer shall develop the site consistent with the policy and regulations of the SJWMD and the City of Clermont.

Policy 1.4.2: *The City shall require that all new development obtain a stormwater management permit and, as necessary, other required permits from the SJRWMD, FDEP and the U.S. Army Corps of Engineers (ACOE).*

Response: The developer shall develop the onsite stormwater system consistent with the policy and regulations of the SJWMD and the City of Clermont.

Policy 1.4.3: *The City shall require and enforce an undisturbed buffer width of a minimum 25 feet adjacent to all wetlands and lakes. The width of the wetland buffer shall be measured parallel to the edge of the approved wetland delineation. Buffers without native vegetation shall be revegetated with indigenous habitat to protect the quality of the adjacent isolated wetland, wetland system, lake, river or stream.*

Response: The developer shall provide wetland buffers consistent with the regulations of SJWMD and the City of Clermont.



CITY OF CLERMONT
COMPREHENSIVE PLAN AMENDMENT
Application

DATE: 05.21.2024

FEE: _____

Project Name (if applicable): OLD HWY 50 PROPERTY

Applicant: DALY DESIGN GROUP

Contact Person: WILLIAM MAKI

Address: 913 N Pennsylvania Ave

City: Winter Park State: FL Zip: 32789

Phone: 407.740.7373 Fax: NA

E-Mail: bmaki@dalydesign.com

OWNER:

Address: 5300 SOUTH ORANGE AVE

City: ORLANDO State: FLORIDA Zip: 32809

Phone: 407.947.8406 Fax: _____

E-Mail: BHPINC@BELLSOUTH.NET

General Location: OLD HWY 50, SOUTH OF FLORIDA TURNPIKE, NORTH OF LAKE COUNTY BIKE TRAIL

Legal Description (include copy of survey): SEE ATTACHED DOCUMENTS

Property size (in acres or square feet):

Flood hazard area (yes) _____ **and approx. acreage** 123.56 **(no)** _____

Existing (Actual) Land Use: VACANT / PINE TREE FARM

Existing Zoning: LK COUNTY - R-3 AND A-1

Existing Future Land Use: LK COUNTY - URBAN LOW DENSITY

Proposed Future Land Use: CLERMONT - LOW DENSITY RESIDENTIAL

Type of development proposed: SINGLE FAMILY RESIDENTIAL



Proposed density (dwelling units/acre) or intensity: 3 DU/AC

Proposed Zoning District: CLERMONT R-3

Summary of the proposed amendment content and effect that describes any changed conditions that would justify the proposed amendment, and why there is a need for the proposed amendment (use additional sheets if necessary).

SEE ATTACHED REPORT

The City of Clermont may require additional information to justify, clarify or explain the necessity of the requested Comprehensive Plan Amendment which may include the following:

- Information regarding the compatibility of the proposed land use amendment(s) with the Goals, Objectives and Policies of the Future Land Use Element and any other affected comprehensive plan elements.
- A description of how the proposed amendment(s) will result in an orderly and logical development pattern with existing and proposed land use(s) of the area.
- A description of the present availability of, and estimated demand on the following public facilities: potable water, sanitary sewer, transportation system and recreation, as appropriate.

*** * * * * NOTICE * * * * ***

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

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



APPLICANT'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

WILLIAM MAKI

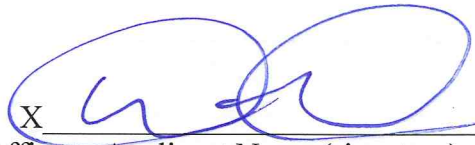
_____, who being

by me first duly sworn on oath, deposes and says:

1. That he (she) affirms and certifies that he (she) understands and will comply with all ordinances, regulations and policies of Lake County, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his (her) knowledge and belief, and further, that this application and attachments shall become part of the official records of the City of Clermont, Florida, and are not returnable.
2. That he (she) desires a Future Land Use Amendment from
LAKE COUNTY - URBAN LOW DENSITY to CLERMONT - LOW DENSITY RESIDENTIAL for the
property legally described on the attachment of this application.
3. That the submittal requirements for the application have been completed and attached hereto as part of the application.

WILLIAM MAKI

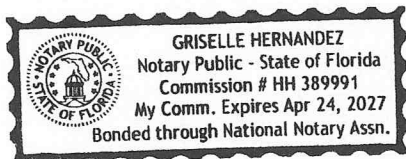
Affiant - Applicant Name (print)

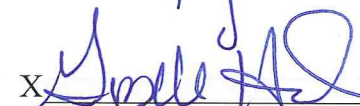
X 

Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 10 day of May, 2024.



X 

Notary Public, State of Florida at Large

My Commission Expires: April 24, 2027



OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

ROBERT HARRELL

, who being

by me first duly sworn on oath, deposes and says:

1. That he (she) is the fee-simple owner of the property legally described on the attachment of this application.
2. That he (she) desires a Future Land Use Amendment from
LAKE COUNTY - URBAN LOW DENSITY to CLERMONT - LOW DENSITY RESIDENTIAL for the
property legally described on the attachment of this application.
3. That the owner of said property has appointed **WILLIAM MAKI** to act as agent
on his (her) behalf to accomplish the above. The owner is required to complete the
APPLICANT'S AFFIDAVIT of this application if no agent is appointed to act in his
(her) stead.

ROBERT HARRELL

Affiant - Applicant Name (print)

X

Affiant - Applicant Name (signature)

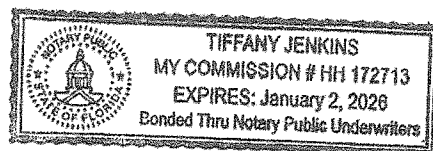
SWORN to and SUBSCRIBED before me by

or personally known by me this 29th day of April, 2021.

X

Notary Public, State of Florida at Large

My Commission Expires: 1.2.26



CITY OF CLERMONT NOTICE OF PROPOSED LAND USE CHANGE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT ORDINANCE NO. 2024-031

The City of Clermont will hold a public hearing on Tuesday, November 12, 2024 beginning at 6:30 p.m. before the City Council to consider the adoption of the proposed change to the City's Future Land Use Map. The map amendment would change the Future Land Use designation for the property below from Lake County Urban Low Density to City of Clermont Low Density Residential.



LOCATION

Old Highway 50

South of the Florida Turnpike and North of the Lake County
Bike Trail Alternate Keys 1037387 2514809 1109051 3037243
3832862 3884751

FUTURE LAND USE MAP AMENDMENT

From: Lake County Urban Low

TO: City of Clermont Low Density Residential

ORDINANCE NO. 2024-031

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

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

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

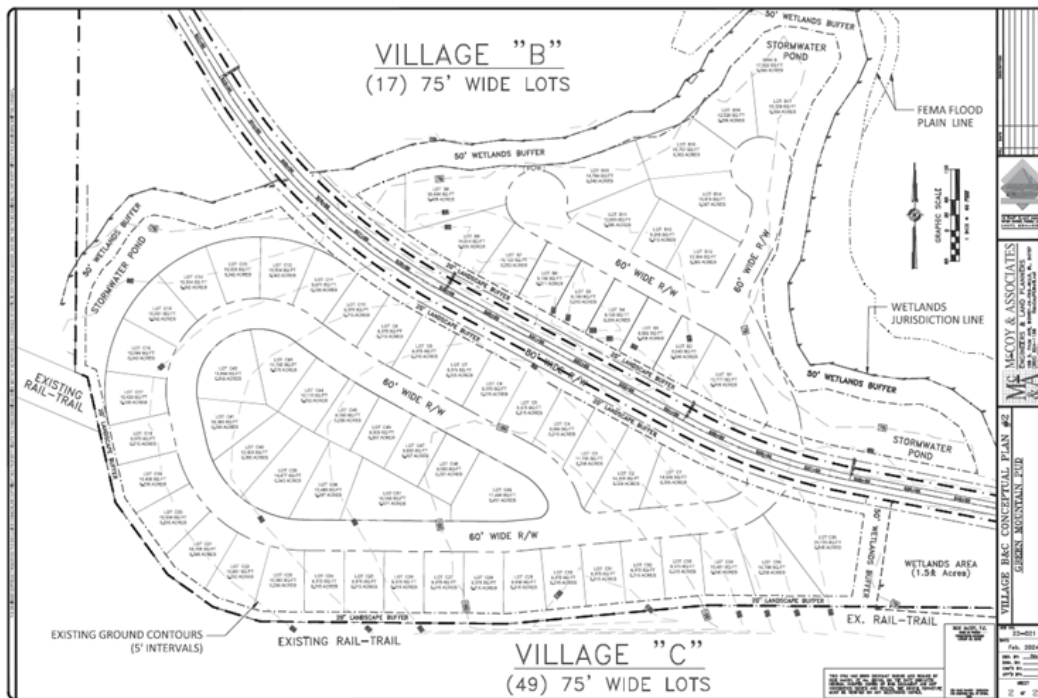
All interested parties will be given an opportunity to express their views on this matter.

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

Tracy Ackroyd Howe, MMC
City Clerk

AGENDA ITEM

Meeting Date	
Tuesday, November 12, 2024	
Agenda Item Name	
Ordinance No. 2024-032 <i>Final</i> <i>Old Hwy 50 Property Rezoning</i>	
Requested Action	
Recommend approval of Ordinance 2024-032	
Staff Report	
The applicant, Daly Design Group, is requesting a rezoning as part of the annexation process into the City of Clermont for the 123 +/- acre property. The property is located adjacent to Old Highway 50, south of the Florida Turnpike and north of the Lake County Bike Trail. The applicant previously proposed several different development layouts with increased intensities and densities which did not meet the City's requirements or the requirements within the JPA with Lake County. In order to develop the property, the applicant needs central water and sewer from the city. The applicant is requesting R-3 Residential/Professional District Zoning.	
	
The applicant has provided a conceptual lot layout showing the lots dispersed throughout 3 village locations. The lots will be a minimum of 75 feet wide and 100 feet deep, with a minimum square footage of 7,500 square feet per lot. Since the property consists of approximately 53 acres of wetlands, the total number of lots will be 130 single-family lots, with a density of 1.85 dwelling units per acre. This is a reduction from the previously considered conceptual plans that have been presented and less than the current Lake County Future Land Use Designation of Urban Low that permits up to 4 dwelling units per acre.	



Staff has reviewed the application and proposed project with regard to the City’s Land Development Code. The applicant is not requesting any variances at this time for the development of this project and is not a Planned Unit Development. School concurrency shall be met as a requirement prior to site plan approval and final platting. The applicant has submitted a traffic impact analysis which indicates the project is not expected to cause any roadways to exceed its Level of Service (LOS). A further traffic review will be conducted during the site plan review process. The project will be required to meet all the Land Development Regulations for roadway widths, landscaping, setbacks, etc. Since the project will be developed under the R-3 Residential/Professional District Zoning, staff is able to support the request and recommend approval of Ordinance 2024-032. *The Planning and Zoning Commission recommended approval 5-0.*

Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2024-032 Old Hwy 50 Rezoning (09.11.2024)	2024-032 Old Hwy 50 Rezoning (09.11.2024).pdf	
2. Location Map with Villages	Location Map with Villages.pdf	
3. Conceptual Plan R-3 Zoning	Conceptual Plan R-3 Zoning.pdf	
4. TMC TIA Summary	TMC TIA Summary.pdf	
5. Green Mountain Review Kittelson	Green Mountain Review Kittelson.pdf	
6. Application	1_Application.pdf	
7. 2024-032 RZ Old HWY 50 Property Rezoning Ad CC	2024-032 RZ Old HWY 50 Property Rezoning Ad CC.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2024-032

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 PARCEL OF LAND LYING IN SECTIONS 23 AND 24, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH QUARTER CORNER OF SAID SECTION 24; THENCE RUN NORTH 89°27'45" WEST ALONG SOUTH LINE OF SOUTHWEST QUARTER OF SAID SECTION 24 FOR A DISTANCE OF 2689.54 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 24; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 00°37'34" EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 23 FOR A DISTANCE 525.12 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°37'34" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 986.76 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF OLD HIGHWAY 50 (COUNTY ROAD 50), ACCORDING TO MAP BOOK 9, PAGES 1 THROUGH 27 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID EAST LINE RUN ALONG SAID SOUTHERLY RIGHT OF WAY THE FOLLOWING BEARINGS AND DISTANCES: SOUTH 30°57'07" EAST FOR A DISTANCE OF 505.32 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1145.92 FEET, WITH A CHORD BEARING OF SOUTH 46°20'03" EAST, AND A CHORD DISTANCE OF 607.92 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°45'50" FOR A DISTANCE OF 615.28 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 61°42'58" EAST FOR A DISTANCE OF 533.09 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1145.92 FEET, WITH A CHORD BEARING OF SOUTH 70°24'00" EAST, AND A CHORD DISTANCE OF 346.03 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°22'05" FOR A DISTANCE OF 347.36 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 79°05'03" EAST FOR A DISTANCE OF 695.91 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1432.39 FEET, WITH A CHORD BEARING OF



CITY OF CLERMONT
ORDINANCE NO. 2024-032

SOUTH 82°26'58" EAST, AND A CHORD DISTANCE OF 168.17 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°43'50" FOR A DISTANCE OF 168.26 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 85°48'52" EAST FOR A DISTANCE OF 333.13 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24; THENCE RUN SOUTH 01°51'26" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 93.74 FEET; THENCE DEPARTING OF SAID EAST LINE RUN SOUTH 78°45'21" WEST FOR A DISTANCE OF 16.58 FEET; THENCE RUN NORTH 89°27'41" WEST FOR A DISTANCE OF 347.93 FEET; THENCE RUN NORTH 81°23'27" WEST FOR A DISTANCE OF 284.88 FEET; THENCE RUN NORTH 89°27'45" WEST FOR A DISTANCE OF 800.93 FEET; THENCE RUN SOUTH 84°40'34" WEST FOR A DISTANCE OF 391.68 FEET; THENCE RUN NORTH 89°27'45" WEST FOR A DISTANCE OF 485.78 FEET; THENCE RUN NORTH 72°52'24" WEST FOR A DISTANCE OF 97.00 FEET; THENCE RUN NORTH 54°21'37" WEST FOR A DISTANCE OF 109.53 FEET; THENCE RUN NORTH 35°52'17" WEST FOR A DISTANCE OF 174.17 FEET; THENCE RUN NORTH 12°34'19" WEST FOR A DISTANCE OF 250.75 FEET; THENCE RUN NORTH 67°01'23" WEST FOR A DISTANCE OF 26.34 FEET TO THE POINT OF BEGINNING.

CONTAINING: 25.684 ACRES, MORE OR LESS

TOGETHER WITH:

A PARCEL OF LAND LYING IN SECTIONS 23 AND 24, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH QUARTER CORNER OF SAID SECTION 24; THENCE RUN NORTH 01°51'26" EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24 FOR A DISTANCE 177.19 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF OLD HIGHWAY 50 (COUNTY ROAD 50), ACCORDING TO MAP BOOK 9, PAGES 1 THROUGH 27 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE RUN ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING BEARINGS AND DISTANCES: NORTH 85°48'52" WEST FOR A DISTANCE OF 215.79 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1909.86 FEET, WITH A CHORD BEARING OF NORTH 82°26'57" WEST, AND A CHORD DISTANCE OF 224.21 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°43'49" FOR A DISTANCE OF 224.34 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 79°05'03" WEST FOR A DISTANCE OF 725.84 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1145.92 FEET, WITH A CHORD BEARING OF NORTH 70°24'00" WEST, AND A CHORD DISTANCE OF 346.03 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°22'05" FOR A DISTANCE OF 347.36 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 61°42'58" WEST FOR A DISTANCE OF 541.90 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1145.92 FEET, WITH A CHORD BEARING OF NORTH 46°20'02" WEST, AND A CHORD DISTANCE OF 607.92 FEET; THENCE RUN NORTHWESTERLY ALONG



CITY OF CLERMONT
ORDINANCE NO. 2024-032

THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°45'50" FOR A DISTANCE OF 615.28 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 30°57'07" WEST FOR A DISTANCE OF 2229.26 FEET TO A POINT ON THE SOUTHERLY LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 91 (FLORIDA TURNPIKE), ACCORDING TO FLORIDA DEPARTMENT RIGHT OF WAY MAP F.P. NO. 435784-1/435785-1; THENCE RUN ALONG SAID SOUTHERLY LIMITED ACCESS RIGHT OF WAY LINE THE FOLLOWING BEARINGS AND DISTANCES: SOUTH 66°36'38" EAST FOR A DISTANCE OF 951.88 FEET; THENCE RUN SOUTH 00°53'19" WEST FOR A DISTANCE OF 15.75 FEET; THENCE RUN SOUTH 00°37'34" WEST FOR A DISTANCE OF 5.91 FEET; THENCE RUN SOUTH 66°36'38" EAST FOR A DISTANCE OF 1072.51 FEET; THENCE RUN NORTH 23°23'22" EAST FOR A DISTANCE OF 20.00 FEET; THENCE RUN SOUTH 66°36'38" EAST FOR A DISTANCE OF 105.21 FEET; THENCE RUN SOUTH 39°52'17" WEST FOR A DISTANCE OF 411.95 FEET; THENCE RUN SOUTH 04°09'25" EAST FOR A DISTANCE OF 491.24 FEET; THENCE RUN NORTH 90°00'00" EAST FOR A DISTANCE OF 389.94 FEET; THENCE RUN NORTH 14°51'30" EAST FOR A DISTANCE OF 683.34 FEET; THENCE RUN SOUTH 66°36'38" EAST FOR A DISTANCE OF 1364.27 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 5879.58 FEET, WITH A CHORD BEARING OF SOUTH 66°46'48" EAST, AND A CHORD DISTANCE OF 34.77 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°20'20" FOR A DISTANCE OF 34.77 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 24; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE RUN SOUTH 01°51'26" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 1338.14 FEET TO THE POINT OF BEGINNING.

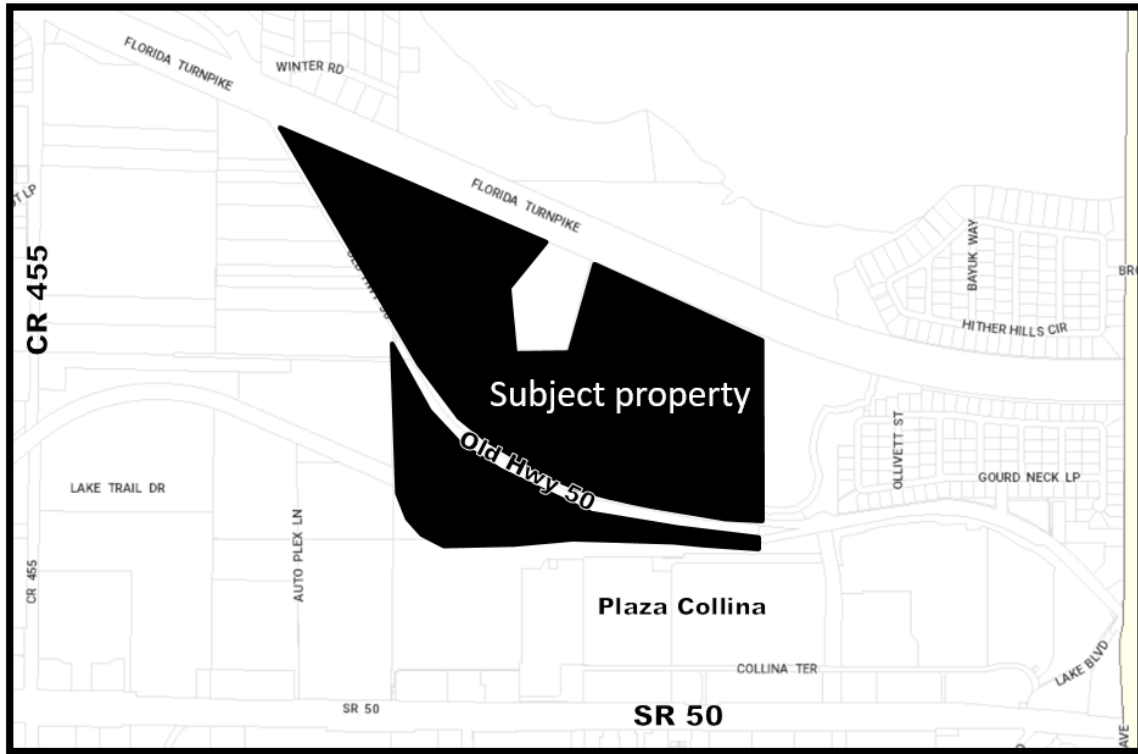
CONTAINING: 97.879 ACRES, MORE OR LESS

CONTAINING: 123.563 TOTAL ACRES, MORE OR LESS

LOCATION

Old Highway 50
South of the Florida Turnpike and North of the Lake County Bike Trail
Alternate Keys 1037387 2514809 1109051 3037243 3832862 3884751

LOCATION MAP



PROPERTY REZONING

**From: Lake County A Agriculture & R-3 Medium Residential
To: City of Clermont R-3 Residential/Professional District**

SECTION 2: CONFLICT

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

SECTION 3: SEVERABILITY

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



CITY OF CLERMONT
ORDINANCE NO. 2024-032

SECTION 4: ADMINISTRATIVE CORRECTION

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

SECTION 5: RECORDING

This Ordinance shall be recorded in the Public Records of Lake County, Florida. Recording fees will be at the expense of the Applicant.

SECTION 6: PUBLICATION AND EFFECTIVE DATE

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



CITY OF CLERMONT
ORDINANCE NO. 2024-032

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 12th day of November 2024.

CITY OF CLERMONT

Tim Murry, Mayor

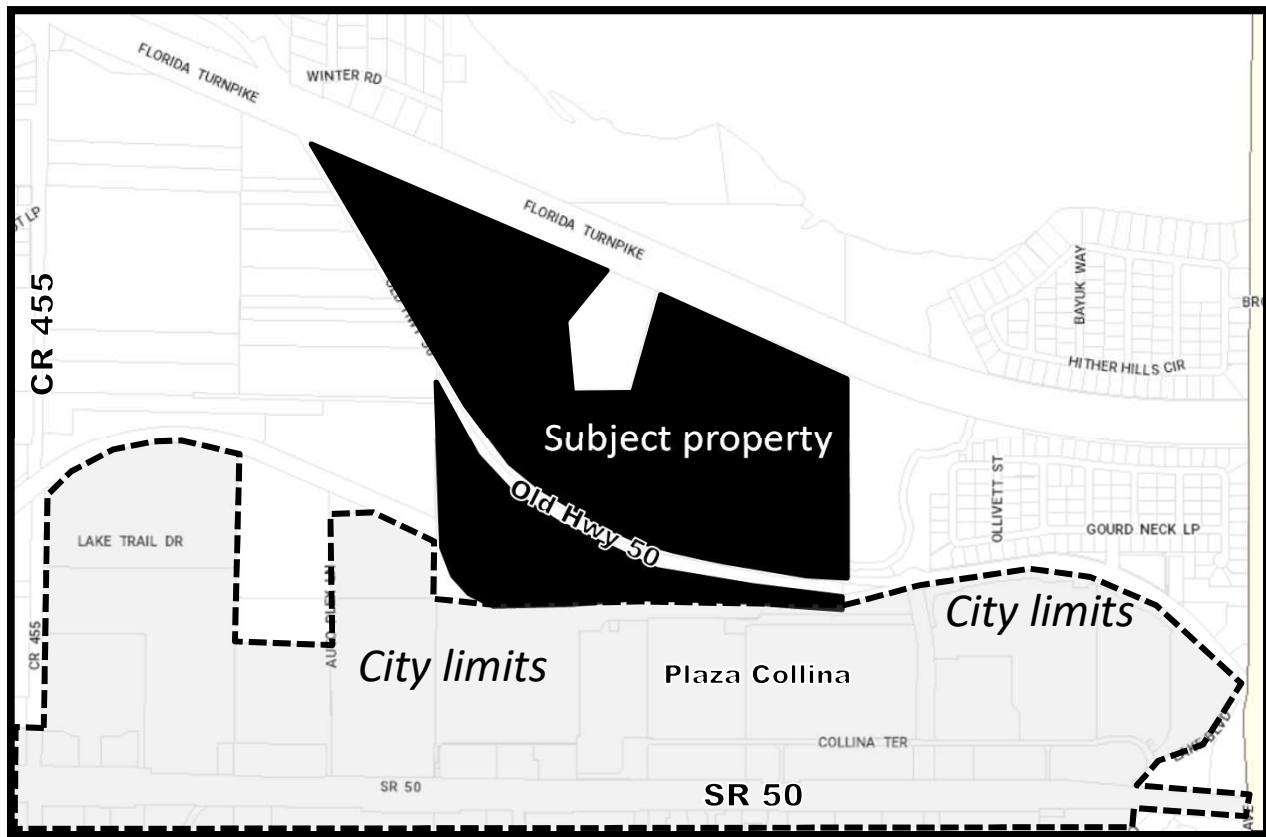
ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map – Old Hwy 50 Property



VILLAGE "A" (64) 75' WIDE LOTS

FLORIDA TURNPIKE (STATE ROAD 91)
RIGHT OF WAY WIDTH VARIES PER RIGHT OF
WAY MAP F.P. NO. 435784-1/435785-1
NOT PLATTED

75'x 135' TYPICAL LOT SIZE

25' FRONT & REAR BLDG. SETBACK, TYPICAL

1,600'± HIGH ROAD
(7.3± Acres in LOTS)

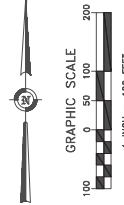
135' MINIMUM LOT DEPTH, TYPICAL

SUBDIVISION
ENTRANCE

1,450'± LOW ROAD
(10.7± Acres in LOTS)

EXISTING GROUND CONTOURS
(5' INTERVALS)

30'x 30' LIFT STATION TRACT



NO.	DATE	REVISIONS



M&A
McCOY & ASSOCIATES
ENGINEERS & LAND PLANNERS
108 S. PALM AVE., SUITE 1136
MIAMI, FL 33136
(305) 654-8374
M&AEng.com

VILLAGE "A" CONCEPTUAL PLAN #1
GREEN MOUNTAIN PUD

RICK MCCOY, P.E.
DATE OF DESIGN: 22-02-2021
DATE: Feb. 2024
DES. BY: RMC
DWG. BY: RMC
CHK'D BY: RMC
APP'D BY: RMC
SHEET: 1 of 2

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY
RICK MCCOY, P.E. NO. 38725, ON THE DATE INDICATED.
HEREON PRINTED COPIES OF THIS DOCUMENT ARE NOT
CONSIDERED SIGNED AND SEALED. THE DIGITAL SIGNATURE
MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

NOT VALID WITHOUT SIGNATURE
AND EXPIRED SEAL OF STATE
ENGINEER

Green Mountain
Project № 24178.01.01
May 2024

**Transportation Facility Analysis
City of Clermont & Lake County
Florida**

Prepared for:
Pinecastle Investment Properties, LLC
5300 S. Orange Avenue
Orlando, Florida 32809



3101 Maguire Boulevard, Suite 265
Orlando, Florida 32803
www.trafficmobility.com
(407) 531-5332

EXECUTIVE SUMMARY

Project Information

Name: Green Mountain

Location: Old Highway 50 (CR 50) west of Orange County Line

Jurisdiction: City of Clermont and Lake County, Florida

Description: Future Land Use Amendment for 43.33 acres

Current: Lake County Urban Low Density - 173 Single Family Units

Proposed: City of Clermont Low Density Residential - 130 Single Family Units

Findings

Trip Generation: The amendment will result in the following reduction of traffic:

Daily:	386 trips
PM Peak:	39 trips

Roadway Capacity: All roadway segments are currently operating within the adopted LOS standard, except for the segment of SR 50 from CR 455 to Orange County Line.

The proposed amendment is not projected to cause any roadway to exceed its LOS.

The proposed development will undergo further review through the site plan process during subsequent development approvals.



MEMORANDUM

Date:	August 22, 2024	Project #: 24449.46
To:	Mr. John Kruse City of Clermont 685 W. Montrose St. Clermont, FL 34711	
From:	Stephanie Shealey, PE, PTOE, PTP & Emmanuel Masindoki, PE, RSP1	
Project:	Green Mountain	
Subject:	Traffic Study Review	

This memorandum documents the review of the traffic study prepared for the Green Mountain project by Traffic & Mobility Consultants in May 2024. The project is located on Old Highway 50, south of Florida's Turnpike. The current Future Land Use (FLU) designation for the property is Lake County Urban Low Density. The applicant seeks to amend this designation to City of Clermont Low Density Residential.

The provided analysis confirms that the proposed future land use change as part of the annexation of this property within the City of Clermont reduces the potential development intensity of the parcel and thus reduces the potential impact to transportation within the City.

As stated in the analysis, a full traffic impact analysis will need to be prepared during the site plan review process.

Guidance for Future Traffic Impact Study

1. **Area of Influence/Study Area:** Please ensure that the study includes all roadways within the area of influence of the project site and follows the Lake Sumter MPO guidelines for roadways and intersections included in the study area. Please include a map showing the radius of the area of influences and the roadways included in the analysis.
2. **Lake County CMP Database:** Please ensure the traffic study uses the most recent version of the Lake County CMP database available at time of submittal of the traffic study.



CITY OF CLERMONT REZONING APPLICATION

DATE		FEE: \$542.00 + cost of advertisement + cost of traffic review, if necessary	
Project Name (if applicable) OLD HWY 50 PROPERTY			
Applicant DALY DESIGN GROUP			
Contact Person WILLIAM MAKI			
Address 913 N PENNSYLVANIA AVE		City WINTER PARK	State FL Zip 32789
Telephone 407.740.7373		Fax NA	
Email BMAKI@DALYDESIGN.COM			
OWNER INFORMATION			
Owner's Name ROBERT HARRELL (PINECASTLE INVESTMENT PROPERTIES, LLC)			
Owner Address 5300 SOUTH ORANGE AVE		City ORLANDO	State FL Zip 32809
Telephone 407.947.8406		Email BHPINC@BELLSOUTH.NET	
PROPERTY INFORMATION			
Address of Subject Property OLD HWY 50		City WINTER GARDEN	State FL Zip 34787
Legal Description (include copy of survey) SEE ATTACHED DOCUMENT			
Acreage 123.56		Land Use (City verification required) LK COUNTY - URBAN LOW DENSITY	
Present Zoning (City verification required) LK COUNTY - A-1 AND R-3		Proposed Zoning CLERMONT R-3	



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?

THE APPLICANT IS REQUESTING TO REZONE THE PROPERTY FROM LAKE COUNTY A-1 & R-3 TO CLERMONT R-3 IN ORDER TO DEVELOP A MAXIMUM 130 UNIT SINGLE FAMILY RESIDENTIAL COMMUNITY

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

WILLIAM MAKI

Applicant Name (print)

A handwritten signature of William Maki in black ink, written over a horizontal line.

Applicant Name (signature)

ROBERT HARRELL

Owner Name (print)

A handwritten signature of Robert Harrell in black ink, written over a horizontal line.

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

A Parcel of land lying in Sections 23 and 24, Township 22 South, Range 26 East, Lake County, Florida. Being more particularly described as follows:

Commence at the South quarter corner of said Section 24; Thence run North 89°27'45" West along South line of Southwest quarter of said Section 24 for a distance of 2689.54 feet to the Southwest corner of the Southwest quarter of said Section 24; Thence departing said South line run North 00°37'34" East along the East line of the Southeast quarter of said Section 23 for a distance 525.12 feet to the point of beginning; Thence continue North 00°37'34" East along said East line for a distance of 986.76 feet to a point on the Southerly right of way of Old Highway 50 (County Road 50), according to map book 9, pages 1 through 27 of the public records of Lake County, Florida; Thence departing said East line run along said Southerly right of way the following bearings and distances: South 30°57'07" East for a distance of 505.32 feet to the point of curvature of a curve, concave Northeasterly having a radius of 1145.92 feet, with a chord bearing of South 46°20'03" East, and a chord distance of 607.92 feet; thence run Southeasterly along the arc of said curve through a central angle of 30°45'50" for a distance of 615.28 feet to a point of tangency; Thence run south 61°42'58" East for a distance of 533.09 feet to the point of curvature of a curve, concave Northeasterly having a radius of 1145.92 feet, with a chord bearing of South 70°24'00" East, and a chord distance of 346.03 feet; Thence run Southeasterly along the arc of said curve through a central angle of 17°22'05" for a distance of 347.36 feet to a point of tangency; Thence run South 79°05'03" East for a distance of 695.91 feet to the point of curvature of a curve, concave Northeasterly having a radius of 1432.39 feet, with a chord bearing of south 82°26'58" East, and a chord distance of 168.17 feet; Thence run Southeasterly along the arc of said curve through a central angle of 06°43'50" for a distance of 168.26 feet to a point of tangency; Thence run South 85°48'52" East for a distance of 333.13 feet to a point on the East line of the Southwest quarter of said Section 24; Thence run South 01°51'26" West along said east line for a distance of 93.74 feet; Thence departing of said east line run South 78°45'21" West for a distance of 16.58 feet; Thence run North 89°27'41" West for a distance of 347.93 feet; thence run North 81°23'27" West for a distance of 284.88 feet; Thence run North 89°27'45" West for a distance of 800.93 feet; Thence run South 84°40'34" West for a distance of 391.68 feet; Thence run North 89°27'45" West for a distance of 485.78 feet; Thence run North 72°52'24" West for a distance of 97.00 feet; Thence run North 54°21'37" West for a distance of 109.53 feet; Thence run North 35°52'17" West for a distance of 174.17 feet; Thence run North 12°34'19" West for a distance of 250.75 feet; Thence run North 67°01'23" West for a distance of 26.34 feet to the point of beginning.

containing: 25.684 acres, more or less

together with:

A parcel of land lying in Sections 23 and 24, Township 22 South, Range 26 East, Lake County, Florida. being more particularly described as follows:

Commence at the South quarter corner of said section 24; Thence run North 01°51'26" East along the East line of the Southwest quarter of said Section 24 for a distance 177.19 feet to a point on the Northerly right of way of old highway 50 (County Road 50), according to Map Book 9, Pages 1 through 27 of the Public Records of Lake County, Florida and the point of beginning; Thence departing said East line run along said Northerly right of way line the following bearings and distances: North 85°48'52" West for a distance of 215.79 feet to the point of curvature of a curve, concave Northeasterly having a radius of 1909.86 feet, with a chord bearing of North 82°26'57"

West, and a chord distance of 224.21 feet; Thence run Northwesterly along the arc of said curve through a central angle of 06°43'49" for a distance of 224.34 feet to a point of tangency; Thence run North 79°05'03" West for a distance of 725.84 feet to the point of curvature of a curve, concave Northeasterly having a radius of 1145.92 feet, with a chord bearing of North 70°24'00" West, and a chord distance of 346.03 feet; Thence run Northwesterly along the arc of said curve through a central angle of 17°22'05" for a distance of 347.36 feet to a point of tangency; Thence run North 61°42'58" West for a distance of 541.90 feet to the point of curvature of a curve, concave Northeasterly having a radius of 1145.92 feet, with a chord bearing of North 46°20'02" West, and a chord distance of 607.92 feet; Thence run Northwesterly along the arc of said curve through a central angle of 30°45'50" for a distance of 615.28 feet to a point of tangency; Thence run North 30°57'07" West for a distance of 2229.26 feet to a point on the Southerly limited access right of way line of State Road 91 (Florida Turnpike), according to Florida department right of way map f.p. no. 435784-1/435785-1; Thence run along said Southerly limited access right of way line the following bearings and distances: South 66°36'38" East for a distance of 951.88 feet; Thence run South 00°53'19" West for a distance of 15.75 feet; Thence run South 00°37'34" West for a distance of 5.91 feet; Thence run South 66°36'38" East for a distance of 1072.51 feet; Thence run North 23°23'22" East for a distance of 20.00 feet; Thence run South 66°36'38" East for a distance of 105.21 feet; Thence run South 39°52'17" West for a distance of 411.95 feet; Thence run South 04°09'25" East for a distance of 491.24 feet; Thence run North 90°00'00" East for a distance of 389.94 feet; Thence run North 14°51'30" East for a distance of 683.34 feet; Thence run South 66°36'38" East for a distance of 1364.27 feet to the point of curvature of a curve, concave Northeasterly having a radius of 5879.58 feet, with a chord bearing of South 66°46'48" East, and a chord distance of 34.77 feet; Thence run Southeasterly along the arc of said curve through a central angle of 00°20'20" for a distance of 34.77 feet to a point on the East line of the Southwest 1/4 of said Section 24; Thence departing said Southerly right of way line run South 01°51'26" West along said East line for a distance of 1338.14 feet to the point of beginning.

Containing: 97.879 acres, more or less

Containing: 123.563 total acres, more or less

On Tuesday, November 12, 2024 at 6:30 PM the Clermont City Council will consider the enactment of the following proposed ordinance at a public hearing for final adoption.

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.



South of the Florida Turnpike and North of the Lake County Bike Trail Alternate Keys 1037387 2514809 1109051 3037243
3832862 3884751

From: Lake County A Agriculture & R-3 Medium Residential
To: City of Clermont R-3 Residential/Professional District

A PARCEL OF LAND LYING IN SECTIONS 23 AND 24, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH QUARTER CORNER OF SAID SECTION 24; THENCE RUN NORTH 89°27'45" WEST ALONG SOUTH LINE OF SOUTHWEST QUARTER OF SAID SECTION 24 FOR A DISTANCE OF 2689.54 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 24; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 00°37'34" EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 23 FOR A DISTANCE 525.12 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°37'34" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 986.76 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF OLD HIGHWAY 50 (COUNTY ROAD 50), ACCORDING TO MAP BOOK 9, PAGES 1 THROUGH 27 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID EAST LINE RUN ALONG SAID SOUTHERLY RIGHT OF WAY THE FOLLOWING BEARINGS AND DISTANCES: SOUTH 30°57'07" EAST FOR A DISTANCE OF 505.32 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1145.92 FEET, WITH A CHORD BEARING OF SOUTH 46°20'03" EAST, AND A CHORD DISTANCE OF 607.92 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°45'50" FOR A DISTANCE OF 615.28 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 61°42'58" EAST FOR A DISTANCE OF 533.09 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1145.92 FEET, WITH A CHORD BEARING OF SOUTH 70°24'00" EAST, AND A CHORD DISTANCE OF 346.03 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°22'05" FOR A DISTANCE OF 347.36 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 79°05'03" EAST FOR A DISTANCE OF 695.91 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1432.39 FEET, WITH A CHORD BEARING OF SOUTH 82°26'58" EAST, AND A CHORD DISTANCE OF 168.17 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°43'50" FOR A DISTANCE OF 168.26 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 85°48'52" EAST FOR A DISTANCE OF 333.13 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24; THENCE RUN SOUTH 01°51'26" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 93.74 FEET; THENCE DEPARTING OF SAID EAST LINE RUN SOUTH 78°45'21" WEST FOR A DISTANCE OF 16.58 FEET; THENCE RUN NORTH 89°27'41" WEST FOR A DISTANCE OF 347.93 FEET; THENCE RUN NORTH 81°23'27" WEST FOR A DISTANCE OF 284.88 FEET; THENCE RUN NORTH 89°27'45" WEST FOR A DISTANCE OF 800.93 FEET; THENCE RUN SOUTH 84°40'34" WEST FOR A DISTANCE OF 391.68 FEET; THENCE RUN NORTH 89°27'45" WEST FOR A DISTANCE OF 485.78 FEET; THENCE RUN NORTH 72°52'24" WEST FOR A DISTANCE OF 97.00 FEET; THENCE RUN NORTH 54°21'37" WEST FOR A DISTANCE OF 109.53 FEET; THENCE RUN NORTH 35°52'17" WEST FOR A DISTANCE OF 174.17 FEET; THENCE RUN NORTH 12°34'19" WEST FOR A DISTANCE OF 250.75 FEET; THENCE RUN NORTH 67°01'23" WEST FOR A DISTANCE OF 26.34 FEET TO THE POINT OF BEGINNING.

CONTAINING: 25.684 ACRES, MORE OR LESS

TOGETHER WITH:

A PARCEL OF LAND LYING IN SECTIONS 23 AND 24, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 24; THENCE RUN NORTH 01°51'26" EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24 FOR A DISTANCE 177.19 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF OLD HIGHWAY 50 (COUNTY ROAD 50), ACCORDING TO MAP BOOK 9, PAGES 1 THROUGH 27 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE RUN ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING BEARINGS AND DISTANCES: NORTH 85°48'52" WEST FOR A DISTANCE OF 215.79 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1909.86 FEET, WITH A CHORD BEARING OF NORTH 82°26'57" WEST, AND A CHORD DISTANCE OF 224.21 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°43'49" FOR A DISTANCE OF 224.34 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 79°05'03" WEST FOR A DISTANCE OF 725.84 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1145.92 FEET, WITH A CHORD BEARING OF NORTH 70°24'00" WEST, AND A CHORD DISTANCE OF 346.03 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°22'05" FOR A DISTANCE OF 347.36 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 61°42'58" WEST FOR A DISTANCE OF 541.90 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1145.92 FEET, WITH A CHORD BEARING OF NORTH 46°20'02" WEST, AND A CHORD DISTANCE OF 607.92 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°45'50" FOR A DISTANCE OF 615.28 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 30°57'07" WEST FOR A DISTANCE OF 2229.26 FEET TO A POINT ON THE SOUTHERLY LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 91 (FLORIDA TURNPIKE), ACCORDING TO FLORIDA DEPARTMENT RIGHT OF WAY MAP F.P. NO. 435784-1/435785-1; THENCE RUN ALONG SAID SOUTHERLY LIMITED ACCESS RIGHT OF WAY LINE THE FOLLOWING BEARINGS AND DISTANCES: SOUTH 66°36'38" EAST FOR A DISTANCE OF 951.88 FEET; THENCE RUN SOUTH 00°53'19" WEST FOR A DISTANCE OF 15.75 FEET; THENCE RUN SOUTH 00°37'34" WEST FOR A DISTANCE OF 5.91 FEET; THENCE RUN SOUTH 66°36'38" EAST FOR A DISTANCE OF 1072.51 FEET; THENCE RUN NORTH 23°23'22" EAST FOR A DISTANCE OF 20.00 FEET; THENCE RUN SOUTH 66°36'38" EAST FOR A DISTANCE OF 105.21 FEET; THENCE RUN SOUTH 39°52'17" WEST FOR A DISTANCE OF 411.95 FEET; THENCE RUN SOUTH 04°09'25" EAST FOR A DISTANCE OF 491.24 FEET; THENCE RUN NORTH 90°00'00" EAST FOR A DISTANCE OF 389.94 FEET; THENCE RUN NORTH 14°51'30" EAST FOR A DISTANCE OF 683.34 FEET; THENCE RUN SOUTH 66°36'38" EAST FOR A DISTANCE OF 1364.27 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 5879.58 FEET, WITH A CHORD BEARING OF SOUTH 66°46'48" EAST, AND A CHORD DISTANCE OF 34.77 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°20'20" FOR A DISTANCE OF 34.77 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 24; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE RUN SOUTH 01°51'26" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 1338.14 FEET TO THE POINT OF BEGINNING.

CONTAINING: 97.879 ACRES, MORE OR LESS

CONTAINING: 123.563 TOTAL ACRES, MORE OR LESS

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

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

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

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

Tracy Ackroyd Howe, MMC
City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date

Tuesday, November 12, 2024

Agenda Item Name

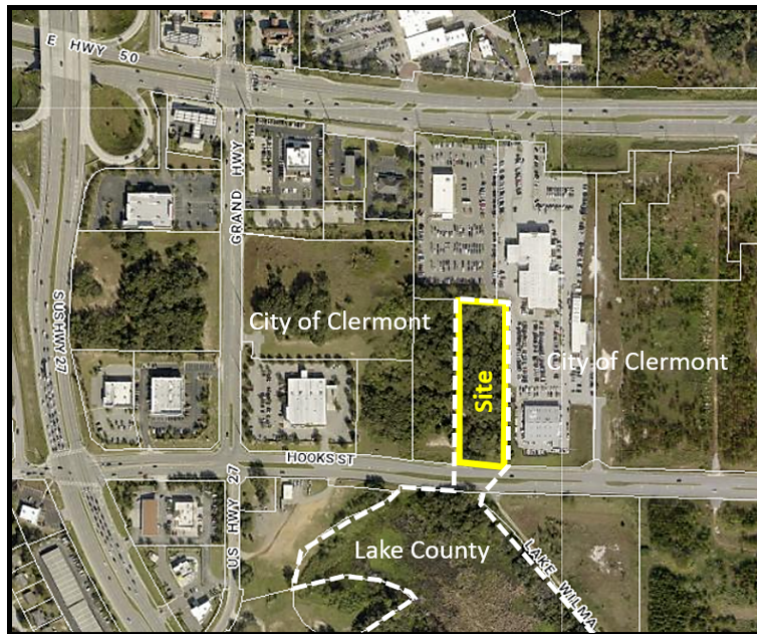
Ordinance No. 2024-034 *Final*
Hooks Street Self-Storage Phase 2 Annex

Requested Action

Recommend approval of Ordinance No. 2024-034

Staff Report

The applicant is requesting a voluntary annexation into the City of Clermont's jurisdiction. The vacant parcel is located east of US Highway 27 and north of Hooks Street. The subject property is contiguous to the City of Clermont boundaries and is approximately 2.29 +/- acres, which is located within the City's utility service area, ISBA, and JPA. Annexation of this parcel meets the requirements under Florida Statutes 171 and the City is able to serve the property. Staff recommends approval of Ordinance 2024-034.



Additional Analysis

Fiscal Impact Summary

None.

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

- | | | |
|----|---|---|
| 1. | 2024-034 - Hooks St. Annex (10.17.2024) | 2024-034 - Hooks St. Annex (10.17.2024).pdf |
| 2. | Application | 01_Annexation Application_AK 1724937.pdf |
| 3. | 2024-034 Hooks St. Annex Legal Ad CC (11.12.24) | 2024-034 Hooks St. Annex Legal Ad CC (11.12.24).pdf |



CITY OF CLERMONT
ORDINANCE NO. 2024-034

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

WHEREAS, the City Council of the City of Clermont, Lake County, Florida, has received a Petition for Annexation of a parcel of land contiguous to the present corporate limits under Section 171.044, Florida Statutes; and

WHEREAS, the City Council of the City of Clermont, Lake County, Florida, has determined that it is in the best interest of the City and of the property herein sought to be annexed that the City annex the following described property; and

WHEREAS, the City Council has determined that the area sought to be annexed is contiguous to the City and is in need of the services which the City can offer and the City has determined that such area sought to be annexed will be substantially benefited by annexation; and

WHEREAS, the City Council has determined that all requirements of Section 171.044, Florida Statutes, have been met.

SECTION 1:

NOW, THEREFORE, BE IT ORDAINED, under the provisions of Florida Statute Chapter 171 and the General and Special Laws of the State of Florida; that the City of Clermont, Lake County, Florida, does hereby annex to and make part of its corporate boundaries; the following described property contiguous to the present City boundary, to-wit:

LEGAL DESCRIPTION

EAST ½ (ONE HALF), OF THE WEST ½ (ONE HALF), OF TRACT 26, PROPERTY OF LAKE HIGHLANDS COMPANY, LYING IN SECTION 29, TOWNSHIP 22 SOUTH, RANGE 26 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, AT PAGE 25, OF THE PUBLIC RECORDS OF THE COUNTY OF LAKE, STATE OF FLORIDA.

LESS-ADDITIONAL RIGHT OF WAY DESCRIPTION:

COMMENCING FROM THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 29, RUN SOUTH 88°26'37" EAST, 826.82 FEET, THENCE RUN NORTH 00°25'46" EAST, 15.00 FEET TO THE NORTH RIGHT OF WAY LINE OF HOOKS STREET FOR THE POINT OF BEGINNING; CONTINUE NORTH 00°25'46" EAST 36.21 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2033.00 FEET, THENCE EASTERLY 70.98 FEET ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 02°00'02", HAVING A CHORD BEARING OF SOUTH 87°27'07" EAST AND A CHORD DISTANCE OF 70.98 FEET, THENCE RUN SOUTH 88°26'37" EAST A DISTANCE OF 94.41

CITY OF CLERMONT
ORDINANCE NO. 2024-034

FEET; THENCE SOUTH 00°24'51" WEST, 35.00 FEET TO SAID NORTH LINE OF HOOKS STREET, THENCE NORTH 88°26'37" WEST, 165.36 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING FOR ADDITIONAL ROAD RIGHT OF WAY.

LOCATION

13125 Hooks Street, Clermont, FL
Vacant parcel located East of US Highway 27 and North of Hooks Street
(Alternate Key 1724937)



SECTION 2:

That the aforescribed property shall be and hereby is made part and parcel of the City of Clermont, Lake County, Florida, and that said property shall be subject to all the laws, ordinances, and provisions pertaining to the City of Clermont.

SECTION 3:

All property aforescribed shall henceforth be subject to ad valorem taxation by the City of Clermont, Lake County, Florida and any other general or special taxes or assessments.



CITY OF CLERMONT
ORDINANCE NO. 2024-034

SECTION 4: CONFLICT

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

SECTION 5: SEVERABILITY

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

SECTION 6: ADMINISTRATIVE CORRECTION

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

SECTION 7: RECORDING

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

SECTION 8: PUBLICATION AND EFFECTIVE DATE

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



CITY OF CLERMONT
ORDINANCE NO. 2024-034

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 12th day of November 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



APPLICATION & PETITION

DATE: March 7, 2024

FEE: \$155.⁰⁰
+ cost of advertising

Please type or print – use black pen/ink only.

PROJECT NAME (if applicable): Flex I CRE Investments, LLC

APPLICANT: Flex I CRE Investments, LLC, Eduardo Bontempo

Address: 8336 Boyla Ct.

City: Windermere State: FL Zip: 34786

Phone: 352-988-7316 Fax: N/A

Applicant is: Owner: ☒ Agent: ☐ Purchaser: ☐ Lessee: ☐ Optionee: ☐

OWNER: Flex I CRE Investments, LLC, Eduardo Bontempo, Manager

Address: 8336 Boyla Ct.

City: Windermere State: FL Zip: 34786

Phone: 352-988-7316 Fax: N/A

AGENT NAME (Affidavit required): LPG Urban & Regional Planners, LLC, Michael Rankin

Address: 1162 Camp Ave.

City: Mount Dora State: FL Zip: 32757

Phone: 352-385-1940 Fax: 352-383-4824

E-Mail: MichaelR@lpgurp.com

Property address and/or general location: 13119 Hooks Street, Clermont

Area of property: 2.29 +/- acres, and/or 99,752 +/- sq. ft.

The property is PRESENTLY used for: Undeveloped Commercial

The property is PROPOSED to be used for: Self storage facility



Existing Lake County Land Use* : Regional Commercial

Existing Lake County Zoning* : Urban Residential District (R-6)

*** NOTE: All property annexed into the City of Clermont is automatically zoned Urban Estate Residential (UE) Zoning District. A separate application for a Land Use Plan Amendment & Rezoning is required. Applicable fees shall apply.**

Number of existing structures on the property and their present use: Vacant

State the reason or basis for this request: Site is adjacent to the city limits along the northern, eastern, and western boundary. Receive urban services

EXACT LEGAL DESCRIPTION as shown on the Tax Receipt or Warrant Deed.
(attach copy).

Section 29, Township 22, Range 26

See attached

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



**PETITION OF LANDOWNER(S) FOR ANNEXATION
OF CERTAIN PROPERTY TO THE CITY OF CLERMONT**

WE, the undersigned landowner(s) pursuant to the provisions of Chapter 59-1497 (Senate Bill No. 912), Laws of Florida, Regular Session 1959, entitled

AN ACT TO AMEND CHAPTER 9820, LAWS OF FLORIDA, SPECIAL ACT OF 1923, AS AMENDED, BEING THE CHARTER OF THE CITY OF CLERMONT, FLORIDA, TO PROVIDE ENABLING LEGISLATION FOR THE FUTURE ANNEXATION OF CONTIGUOUS TERRITORY BY PETITION AND CONSENT OF THE LANDOWNER(S) IN THE AREA SOUGHT TO BE ANNEXED: PROVIDING THAT SAID PROVISIONS SHALL BE CUMULATIVE: PROVIDING THAT THE PROPERTY ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY, AND PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL OF SUCH TERRITORY HAD BEEN A PART OF THE CITY OF CLERMONT AT THE TIME OF THE PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES, AND FIXING EFFECTIVE DATE,

hereby petition that the hereinafter described real estate be annexed to, and become a part of the city limits of the City of Clermont, a municipal corporation in Lake County, Florida, created and existing pursuant to Chapter 9820, Laws of Florida, Special Acts of 1923, and amendatory and supplementary acts thereto, and we, jointly and severally, consent to such annexation of such area to said City of Clermont and upon annexation sought by this petition, all of the property, real and personal, within such area, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties and privileges of said City of Clermont, Florida and the said property shall be liable, proportionally, for all the present outstanding and existing, as well as future, indebtedness of the said City of Clermont; that all of the ordinances of the City of Clermont and all laws heretofore passed by the Legislature of the State of Florida, relating to and which now or hereafter constitute its Charter shall apply to have the same force and effect in such territory as may be annexed under the provisions hereof as if all of such territory had been part of the City of Clermont at the time of the passage and approval of said laws and ordinances.

IN WITNESS WHEREOF, we, the undersigned landowners, as petitioners, have hereunto set our hands and seals as of the 20th day of MAY, 2024.

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

Eduardo Bontempo

Landowner (Petitioner)

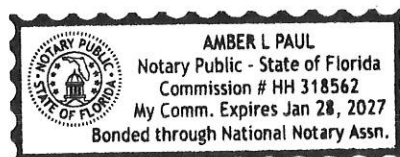
Date

05/20/2024

Notary Public

My Commission Expires

01/28/2027





OWNER / AGENT AFFIDAVIT (ANNEXATION)

Date: March 7, 2024

Before me, the undersigned authority personally appeared Eduardo Bontempo
(owner(s) name), who being by me duly sworn on oath,
deposes and says:

1. That said authority is the fee-simple owner of the property legally described in this application.
2. That said authority desires an ANNEXATION to allow:
Self-storage facility and receive urban services
3. That said authority (owner) has appointed (agent's name) Michael Rankin
to act in its behalf to accomplish the above, and
before me the undersigned authorized agent personally appeared and being by me duly
sworn on oath, deposes and says:

A. That he/she affirms and certifies that he/she understands and will comply with all Ordinances, Regulations, and Provisions of the City of Clermont, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his/her knowledge and belief, and further, that this application and attachments shall become part of the Official Records of the City of Clermont, Florida, and are not returnable.

B. That the Submittal requirements for the application have been completed and attached hereto as part of that application.

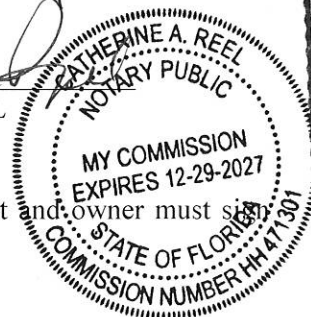
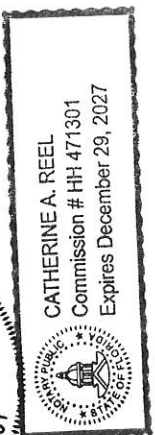
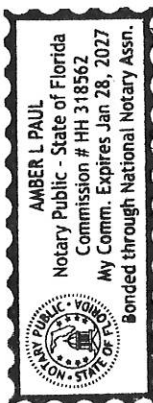
X [Signature]
Owner (signature)
Sworn to and subscribed before
me this 20th day of MAY,
2024.

[Signature]
Notary Public, State of FL
My commission expires: 01/28/2027

X [Signature]
Agent's (signature)
Sworn to and subscribed before
me this 29 day of May,
2024.

[Signature]
Notary Public, State of FL
My commission expires:

*Note: Owner must sign affidavit. When agent is representing case, both agent and owner must sign affidavit.



LEGAL NOTICE

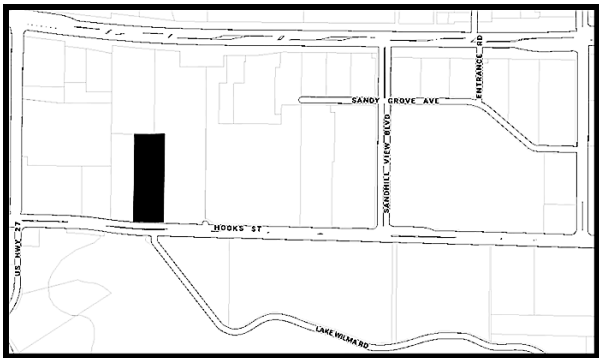
The Clermont City Council will consider the enactment of the following proposed Ordinance at their regularly scheduled meeting to be held Tuesday, November 12, 2024 at 6:30 PM at Clermont City Hall, Council Chambers located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2024-034

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

LOCATION

13125 Hooks Street
Vacant parcel located on Hooks Street
East of US Hwy 27
Alternate Key 1724937
2.29 +/- Acres



LEGAL DESCRIPTION

THE EAST ½ (ONE HALF), OF THE WEST ½ (ONE HALF), OF TRACT 26, PROPERTY OF LAKE HIGHLANDS COMPANY, LYING IN SECTION 29, TOWNSHIP 22 SOUTH, RANGE 26 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, AT PAGE 25, OF THE PUBLIC RECORDS OF THE COUNTY OF LAKE, STATE OF FLORIDA.

LESS-ADDITIONAL RIGHT OF WAY DESCRIPTION:

COMMENCING FROM THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 29, RUN SOUTH 88°26'37" EAST, 826.82 FEET, THENCE RUN NORTH 00°25'46" EAST, 15.00 FEET TO THE NORTH RIGHT OF WAY LINE OF HOOKS STREET FOR THE POINT OF BEGINNING; CONTINUE NORTH 00°25'46" EAST 36.21 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2033.00 FEET, THENCE EASTERLY 70.98 FEET ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 02°00'02", HAVING A CHORD BEARING OF SOUTH 87°27'07" EAST AND A CHORD DISTANCE OF 70.98 FEET, THENCE RUN SOUTH 88°26'37" EAST A DISTANCE OF 94.41 FEET; THENCE SOUTH 00°24'51" WEST, 35.00 FEET TO SAID NORTH LINE OF HOOKS STREET, THENCE NORTH 88°26'37" WEST, 165.36 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING FOR ADDITIONAL ROAD RIGHT OF WAY.

The public hearings are held in the Council Chambers of City Hall, located at 685 W. Montrose Street, and are open to public comment. Please call (352) 394-4083, ext. 3 if you have any questions.

The proposed application may be inspected at the City's Development Services Department (1st floor, City Hall) between 8 a.m. and 5 p.m. Monday-Friday.

Please be advised that under state law, any person deciding to appeal a decision made at the public hearings will need a record of the proceedings and may need to ensure a verbatim record is made.

Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public meetings.w

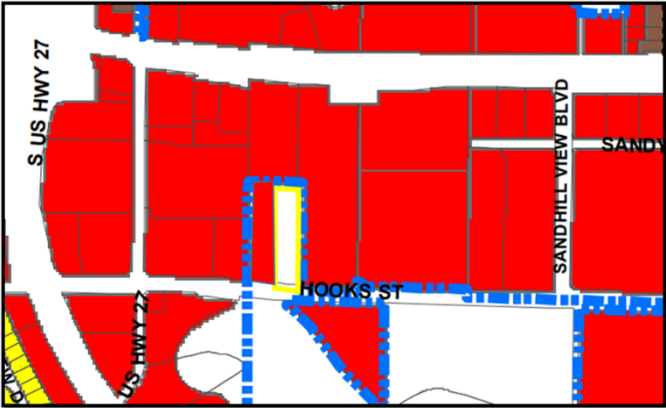
Tracy Ackroyd Howe, MMC
City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, November 12, 2024		
Agenda Item Name		
Ordinance No. 2024-035 <i>Final</i> <i>Hooks Street Self-Storage Phase 2 SSCPA</i>		
Requested Action		
Recommend approval of Ordinance No. 2024-035		
Staff Report		
The applicant is requesting a small scale comprehensive plan amendment for a vacant parcel located east of US Highway 27 and north of Hooks Street. The subject property is contiguous to the City of Clermont boundaries and is approximately 2.29 +/- acres, which is located within the City's utility service area, ISBA, and JPA. This small scale comprehensive plan amendment would change the Future Land Use designation from Lake County's Regional Commercial to City Commercial. The proposed development is consistent with the comprehensive plan goals, objective and policies and the intent of the Commercial Land Use Category. The Future Land Use Policy 1.9.5 indicates, Residential Self-Storage Facilities shall be allowed as a Conditional Use Permit and shall be limited to 1.00 Floor Area Ratio. This shall not include the storage of manufactured or commercial products. The commercial land use category is established to assure the availability of sufficient office and commercial sites to serve the needs of the existing and projected population. Staff recommends approval of Ordinance 2024-035 to change the future land use designation from Lake County Regional Commercial to City Commercial. <i>The Planning and Zoning Commission recommended approval 5-0.</i> 		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	2024-035 - Hooks St. SSCPA (10.17.2024)	2024-035 - Hooks St. SSCPA (10.17.2024).pdf
2.	Maps	Maps.pdf
3.	SSCPA Application	02_SSCPA Application_AK 1724937.pdf
4.	2024-035 Legal Ad CC (11.12.24)	2024-035 Legal Ad CC (11.12.24).pdf



CITY OF CLERMONT
ORDINANCE NO. 2024-035

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

WHEREAS, the Comprehensive Plan of the City of Clermont was adopted by the City of Clermont on June 23, 2009, in accordance with the Local Government Planning and Land Development Regulations Act of 1985, Chapter 163, Part II, Florida Statutes; and

WHEREAS, the Comprehensive Plan of the City of Clermont may be amended pursuant to Florida Statute 163.3187; and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Clermont have held public hearings on the proposed amendment to the plan in light of written comments, proposals and objections from the general public;

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

SECTION 1:

After public hearings held by the City of Clermont Local Planning Agency and the Clermont City Council, the Future Land Use Map of the Comprehensive Plan of the City of Clermont is hereby amended by changing the following described property as shown:

LEGAL DESCRIPTION

THE EAST ½ (ONE HALF), OF THE WEST ½ (ONE HALF), OF TRACT 26, PROPERTY OF LAKE HIGHLANDS COMPANY, LYING IN SECTION 29, TOWNSHIP 22 SOUTH, RANGE 26 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, AT PAGE 25, OF THE PUBLIC RECORDS OF THE COUNTY OF LAKE, STATE OF FLORIDA.

LESS-ADDITIONAL RIGHT OF WAY DESCRIPTION:

CITY OF CLERMONT
ORDINANCE NO. 2024-035

COMMENCING FROM THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 29, RUN SOUTH 88°26'37" EAST, 826.82 FEET, THENCE RUN NORTH 00°25'46" EAST, 15.00 FEET TO THE NORTH RIGHT OF WAY LINE OF HOOKS STREET FOR THE POINT OF BEGINNING; CONTINUE NORTH 00°25'46" EAST 36.21 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2033.00 FEET, THENCE EASTERLY 70.98 FEET ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 02°00'02", HAVING A CHORD BEARING OF SOUTH 87°27'07" EAST AND A CHORD DISTANCE OF 70.98 FEET, THENCE RUN SOUTH 88°26'37" EAST A DISTANCE OF 94.41 FEET; THENCE SOUTH 00°24'51" WEST, 35.00 FEET TO SAID NORTH LINE OF HOOKS STREET, THENCE NORTH 88°26'37" WEST, 165.36 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING FOR ADDITIONAL ROAD RIGHT OF WAY.

LOCATION

13125 Hooks Street, Clermont, FL
Vacant parcel located East of US Highway 27 and
North of Hooks Street
(Alternate Key 1724937)



CHANGE THE FUTURE LAND USE CLASSIFICATION:

**FROM: LAKE COUNTY REGIONAL COMMERCIAL
TO: CITY OF CLERMONT COMMERCIAL**



CITY OF CLERMONT
ORDINANCE NO. 2024-035

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. 2024-035

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 12th day of November 2024.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

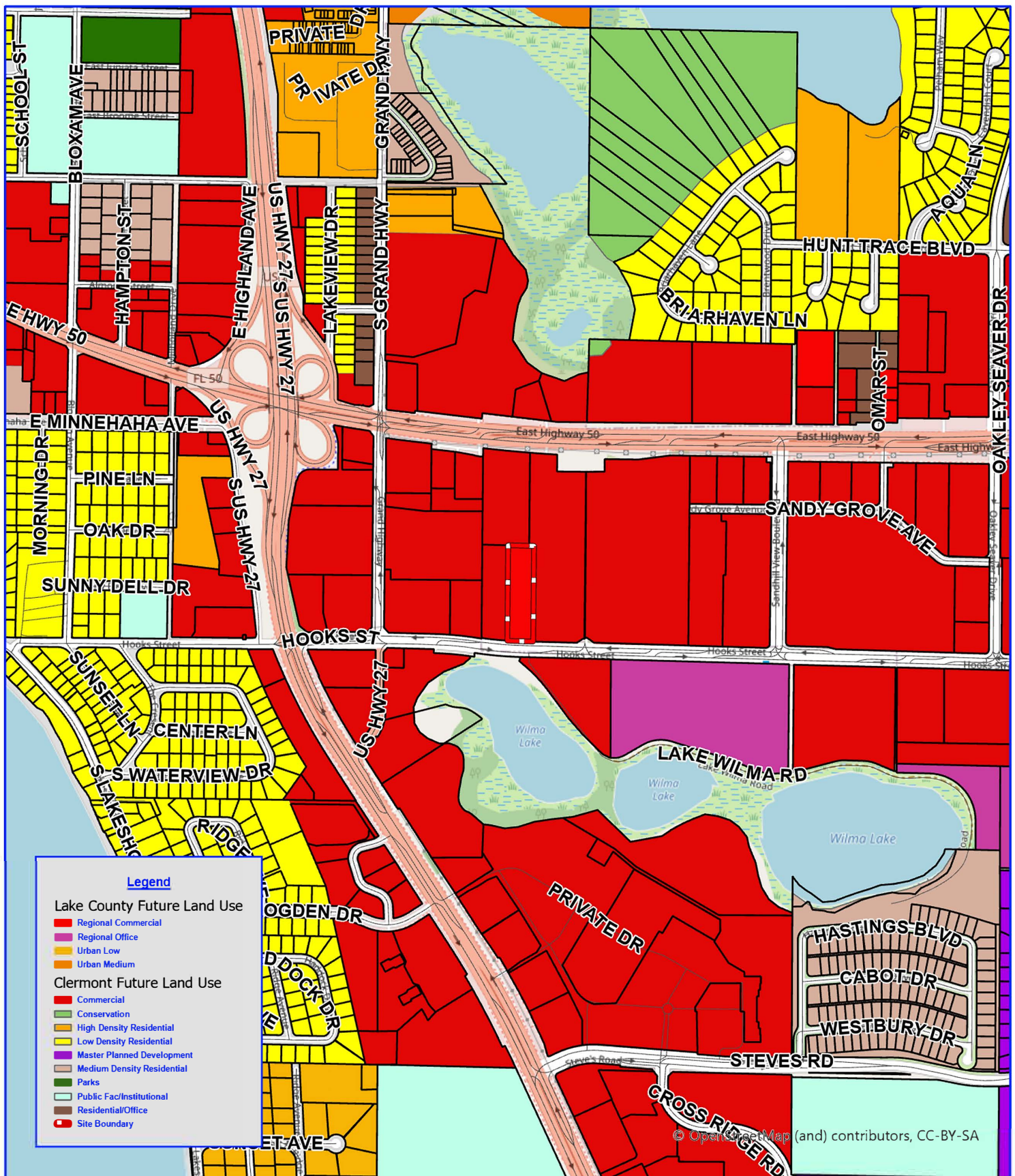
Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Hooks Street Self-storage Facility



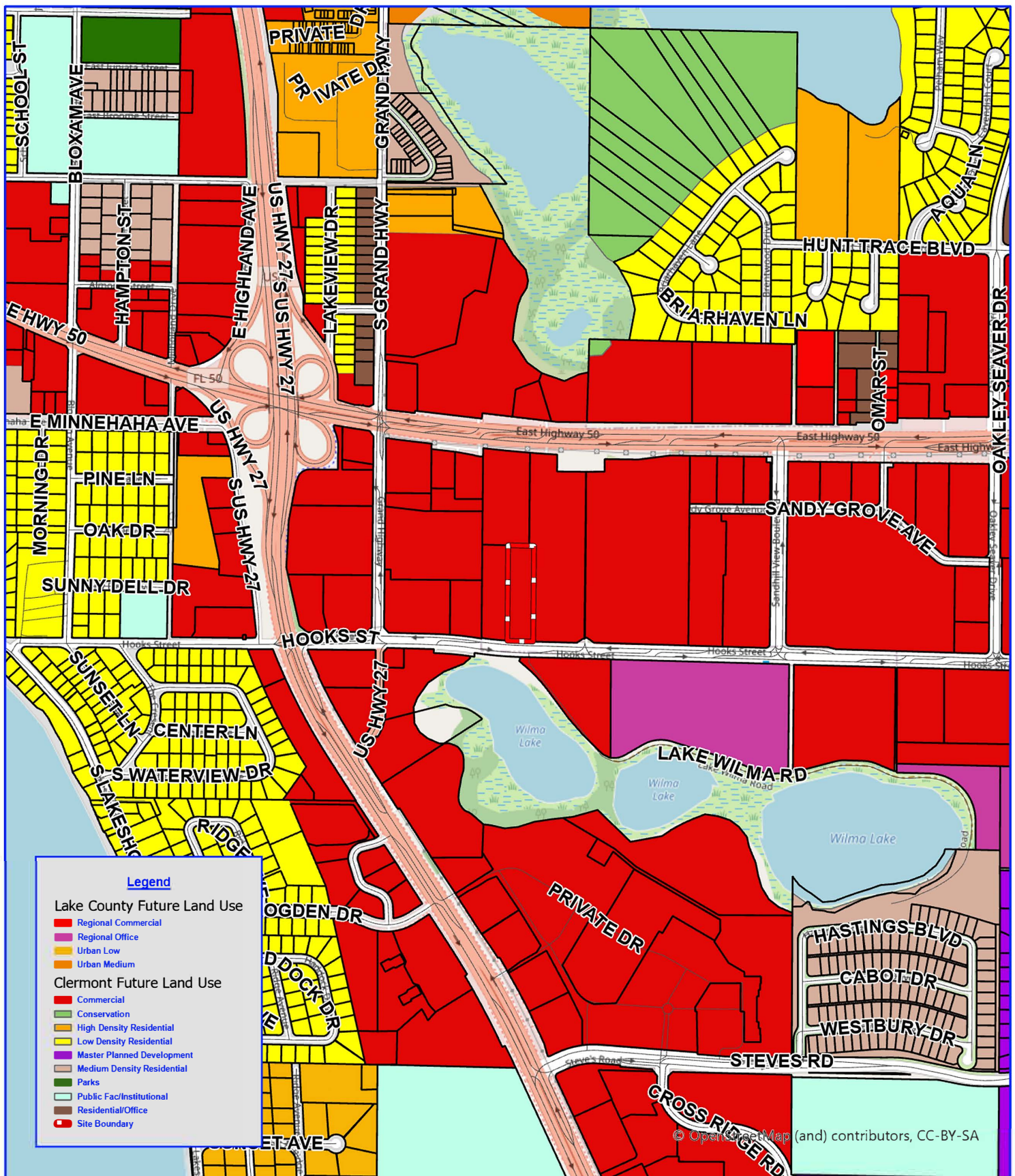


Flex I CRE Investments, LLC

Lake County, Florida
Existing Future Land Use Map

Project: 2071-2
File: FLU
Name: CEO CRE
PM: S. Lindh
Date: March 8, 2024
Created By: T. Kalebaugh





Flex I CRE Investments, LLC

Lake County, Florida
Proposed Future Land Use Map

Project: 2071-2
File: FLU
Name: CEO CRE
PM: S. Lindh
Date: March 8, 2024
Created By: T. Kalebaugh





CITY OF CLERMONT
COMPREHENSIVE PLAN AMENDMENT
Application

DATE: March 7, 2024

FEE: \$755.00

Project Name (if applicable): Flex I CRE Investments, LLC

Applicant: LPG Urban & Regional Planners, LLC

Contact Person: Michael Rankin

Address: 1162 Camp Ave.

City: Mount Dora State: FL Zip: 32757

Phone: 352-385-1940 Fax: 352-383-4824

E-Mail: MichaelR@lpgurp.com

OWNER: Flex I CRE Investments LLC, Eduardo Bontempo, Manager

Address: 8336 Boyla Ct.

City: Windermere State: FL Zip: 34786

Phone: 352-988-7316 Fax: N/A

E-Mail: Ebontempo@gmail.com

General Location: 13125 Hooks Street (West of US Hwy. 27 and north of Hooks Street)

Legal Description (include copy of survey): See attached

Property size (in acres or square feet): 2.29 acres

Flood hazard area (yes) _____ and approx. acreage _____ (no) x

Existing (Actual) Land Use: Undeveloped Commercial

Existing Zoning: Urban Residential District (R-6)

Existing Future Land Use: Lake County Regional Commercial

Proposed Future Land Use: Commercial

Type of development proposed: Self-storage facility



Proposed density (dwelling units/acre) or intensity: 1.0 FAR

Proposed Zoning District: General Commercial (C-2)

Summary of the proposed amendment content and effect that describes any changed conditions that would justify the proposed amendment, and why there is a need for the proposed amendment (use additional sheets if necessary).

See attached executive summary

The City of Clermont may require additional information to justify, clarify or explain the necessity of the requested Comprehensive Plan Amendment which may include the following:

- Information regarding the compatibility of the proposed land use amendment(s) with the Goals, Objectives and Policies of the Future Land Use Element and any other affected comprehensive plan elements.
- A description of how the proposed amendment(s) will result in an orderly and logical development pattern with existing and proposed land use(s) of the area.
- A description of the present availability of, and estimated demand on the following public facilities: potable water, sanitary sewer, transportation system and recreation, as appropriate.

*** * * * * NOTICE * * * * ***

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

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



APPLICANT'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

Michael Rankin

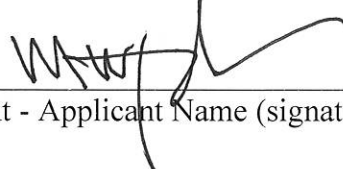
_____, who being

by me first duly sworn on oath, deposes and says:

1. That he (she) affirms and certifies that he (she) understands and will comply with all ordinances, regulations and policies of Lake County, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his (her) knowledge and belief, and further, that this application and attachments shall become part of the official records of the City of Clermont, Florida, and are not returnable.
2. That he (she) desires a Future Land Use Amendment from
Lake County Regional Commercial _____ to Commercial _____ for the
property legally described on the attachment of this application.
3. That the submittal requirements for the application have been completed and attached hereto as part of the application.

Michael Rankin

Affiant - Applicant Name (print)

X 

Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 29th day of May, 2024





Catherine A. Reel, State of Florida at Large





OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

Eduardo Bontempo

_____, who being

by me first duly sworn on oath, deposes and says:

1. That he (she) is the fee-simple owner of the property legally described on the attachment of this application.
2. That he (she) desires a Future Land Use Amendment from
Lake County Regional Commercial _____ to Commercial _____ for the
property legally described on the attachment of this application.
3. That the owner of said property has appointed **Michael Rankin** to act as agent
on his (her) behalf to accomplish the above. The owner is required to complete the
APPLICANT'S AFFIDAVIT of this application if no agent is appointed to act in his
(her) stead.

Eduardo Bontempo

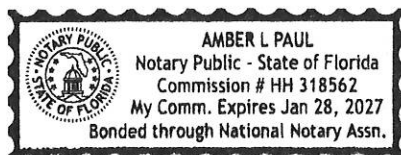
Affiant - Applicant Name (print)

X

Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 20th day of MAY, 2024



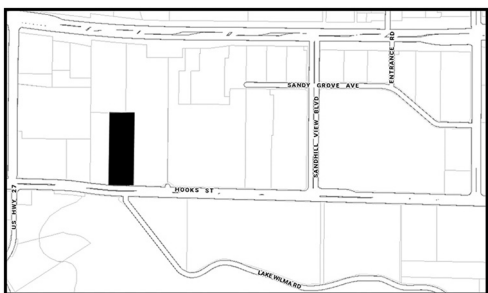
X

Notary Public, State of Florida at Large

My Commission Expires: 01/28/2027

CITY OF CLERMONT NOTICE OF PROPOSED LAND USE CHANGE SMALL SCALE COMPREHENSIVE PLAN AMENDMENT ORDINANCE NO. 2024-035

The Clermont City Council will hold a public hearing on Tuesday, November 12, 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 2.29 +/- acre parcel from Lake County Regional Commercial to City of Clermont Commercial Land Use Designation.



LOCATION

13125 Hooks Street
Vacant parcel located on Hooks Street
East of US Hwy 27
Alternate Key 1724937
2.29 +/- Acres

ORDINANCE 2024-035

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

The public hearings are held in the Council Chambers of City Hall, located at 685 W. Montrose Street, and are open to public comment. Please call (352) 394-4083, ext. 3 if you have any questions.

The proposed amendment may be inspected at the City's Development Services Department (1st floor, City Hall) between 8 a.m. and 5 p.m. Monday-Friday.

Please be advised that under state law, any person deciding to appeal a decision made at the public hearings will need a record of the proceedings and may need to ensure a verbatim record is made.

Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public meetings.

Tracy Ackroyd Howe, MMC
City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date

Tuesday, November 12, 2024

Agenda Item Name

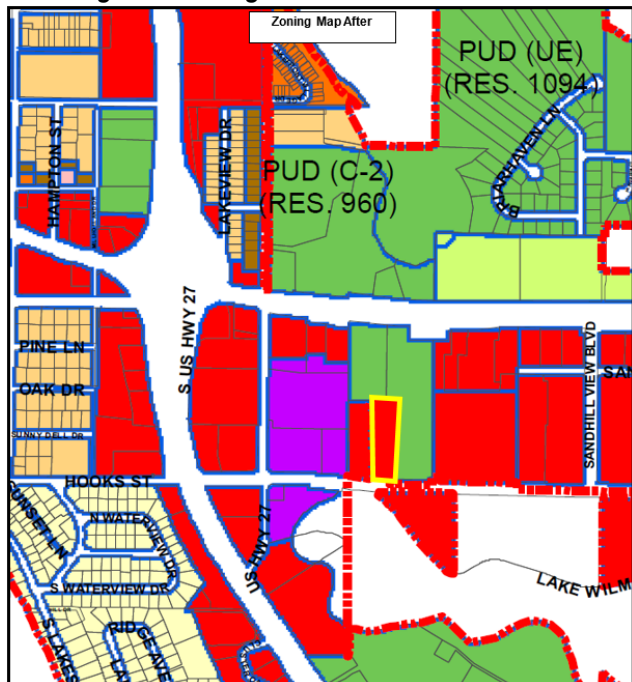
Ordinance No. 2024-036 *Final*
Hooks Street Self-Storage Phase 2 Rezoning

Requested Action

Recommend approval of Ordinance No. 2024-036

Staff Report

The applicant is requesting a rezoning for the vacant parcel located east of US Highway 27 and north of Hooks Street. The subject property is contiguous to the City of Clermont boundaries and is approximately 2.29 +/- acres, which is located within the City's utility service area, ISBA, and JPA. The proposed rezoning request would change the current zoning from Lake County R-6 Urban Residential District to City C-2 General Commercial zoning. The C-2 Commercial zoning category is compatible with the uses and improvements of the surrounding area, and is consistent with the City's Comprehensive Plan goals, objectives and policies. The applicant proposes the rezoning to allow for a self-storage facility with a Conditional Use Permit. The project will be compatible with the surrounding development pattern and not out of character with the adjacent properties. The adjacent parcel zoning located to the north is Planned Unit Development (PUD) with C-2 General Commercial permitted uses, and R-6 Urban Residential. The project will be required to meet all the land development regulations, and any buildings must be designed to comply with the Clermont Architectural Design Standards. Staff recommends approval of Ordinance 2024-036 to change the zoning from Lake County R-6 Urban Residential District to City C-2 General Commercial zoning. *The Planning and Zoning Commission recommended approval 5-0.*



Additional Analysis

Fiscal Impact Summary

None.

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

- | | | |
|----|---|---|
| 1. | 2024-036 - Hooks St. Rezone (10.17.2024) | 2024-036 - Hooks St. Rezone (10.17.2024).pdf |
| 2. | Location Map | LOCATION MAP.pdf |
| 3. | Zoning Before-After | Zoning Before-After.pdf |
| 4. | 03_Rezoning Application_AK 1724937 | 03_Rezoning Application_AK 1724937.pdf |
| 5. | 2024-036 Hooks St. Rezoning- Legal Ad CC (11.12.24) | 2024-036 Hooks St. Rezoning- Legal Ad CC (11.12.24).pdf |



CITY OF CLERMONT
ORDINANCE NO. 2024-036

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

The City Council of the City of Clermont, Lake County, Florida hereby ordains that:

SECTION 1:

The Official Zoning Map of the City of Clermont, Lake County, Florida referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances, is hereby amended by rezoning the following described property:

LEGAL DESCRIPTION

THE EAST ½ (ONE HALF), OF THE WEST ½ (ONE HALF), OF TRACT 26, PROPERTY OF LAKE HIGHLANDS COMPANY, LYING IN SECTION 29, TOWNSHIP 22 SOUTH, RANGE 26 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, AT PAGE 25, OF THE PUBLIC RECORDS OF THE COUNTY OF LAKE, STATE OF FLORIDA.

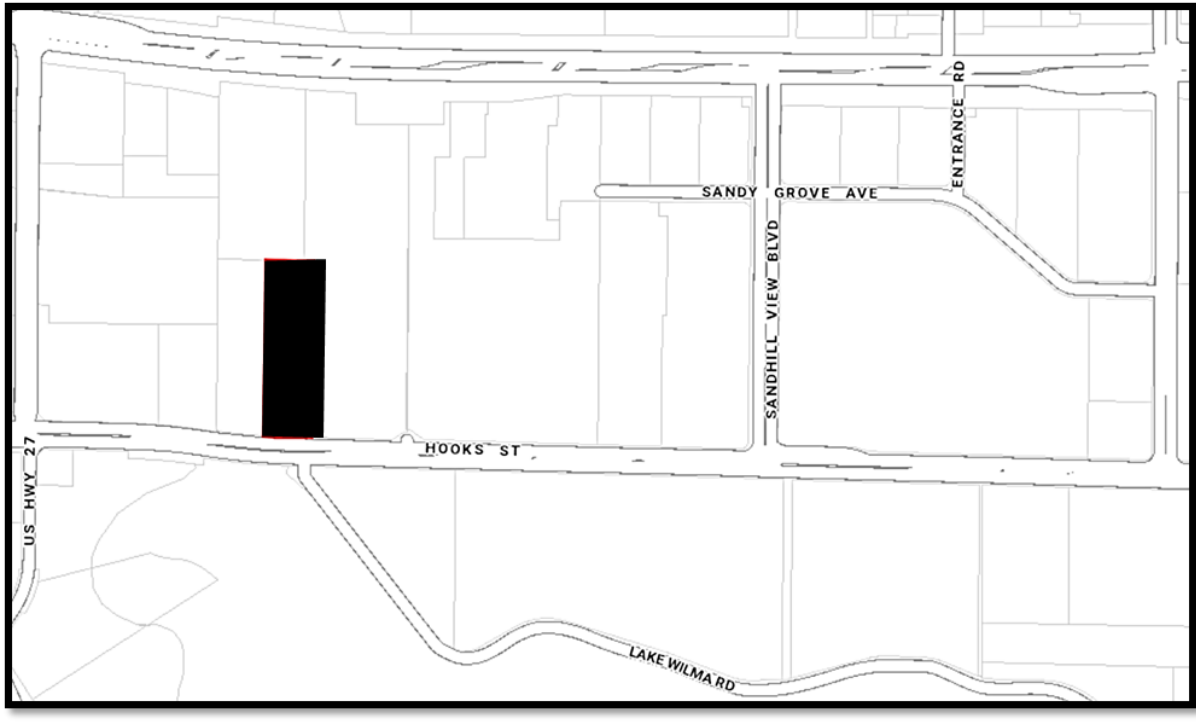
LESS-ADDITIONAL RIGHT OF WAY DESCRIPTION:

COMMENCING FROM THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 29, RUN SOUTH 88°26'37" EAST, 826.82 FEET, THENCE RUN NORTH 00°25'46" EAST, 15.00 FEET TO THE NORTH RIGHT OF WAY LINE OF HOOKS STREET FOR THE POINT OF BEGINNING; CONTINUE NORTH 00°25'46" EAST 36.21 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2033.00 FEET, THENCE EASTERLY 70.98 FEET ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 02°00'02", HAVING A CHORD BEARING OF SOUTH 87°27'07" EAST AND A CHORD DISTANCE OF 70.98 FEET, THENCE RUN SOUTH 88°26'37" EAST A DISTANCE OF 94.41 FEET; THENCE SOUTH 00°24'51" WEST, 35.00 FEET TO SAID NORTH LINE OF HOOKS STREET, THENCE NORTH 88°26'37" WEST, 165.36 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING FOR ADDITIONAL ROAD RIGHT OF WAY.

LOCATION

13125 Hooks Street, Clermont, FL
Vacant parcel located East of US Highway 27 and North of Hooks Street
(Alternate Key 1724937)

LOCATION MAP



PROPERTY REZONING

**FROM: Lake County R-6 Urban Residential District
TO: C-2 General Commercial District**

SECTION 2: CONFLICT

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

SECTION 3: SEVERABILITY

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



CITY OF CLERMONT
ORDINANCE NO. 2024-036

SECTION 4: ADMINISTRATIVE CORRECTION

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

SECTION 5: RECORDING

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

SECTION 6: PUBLICATION AND EFFECTIVE DATE

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



CITY OF CLERMONT
ORDINANCE NO. 2024-036

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 12th day of November 2024.

CITY OF CLERMONT

Tim Murry, Mayor

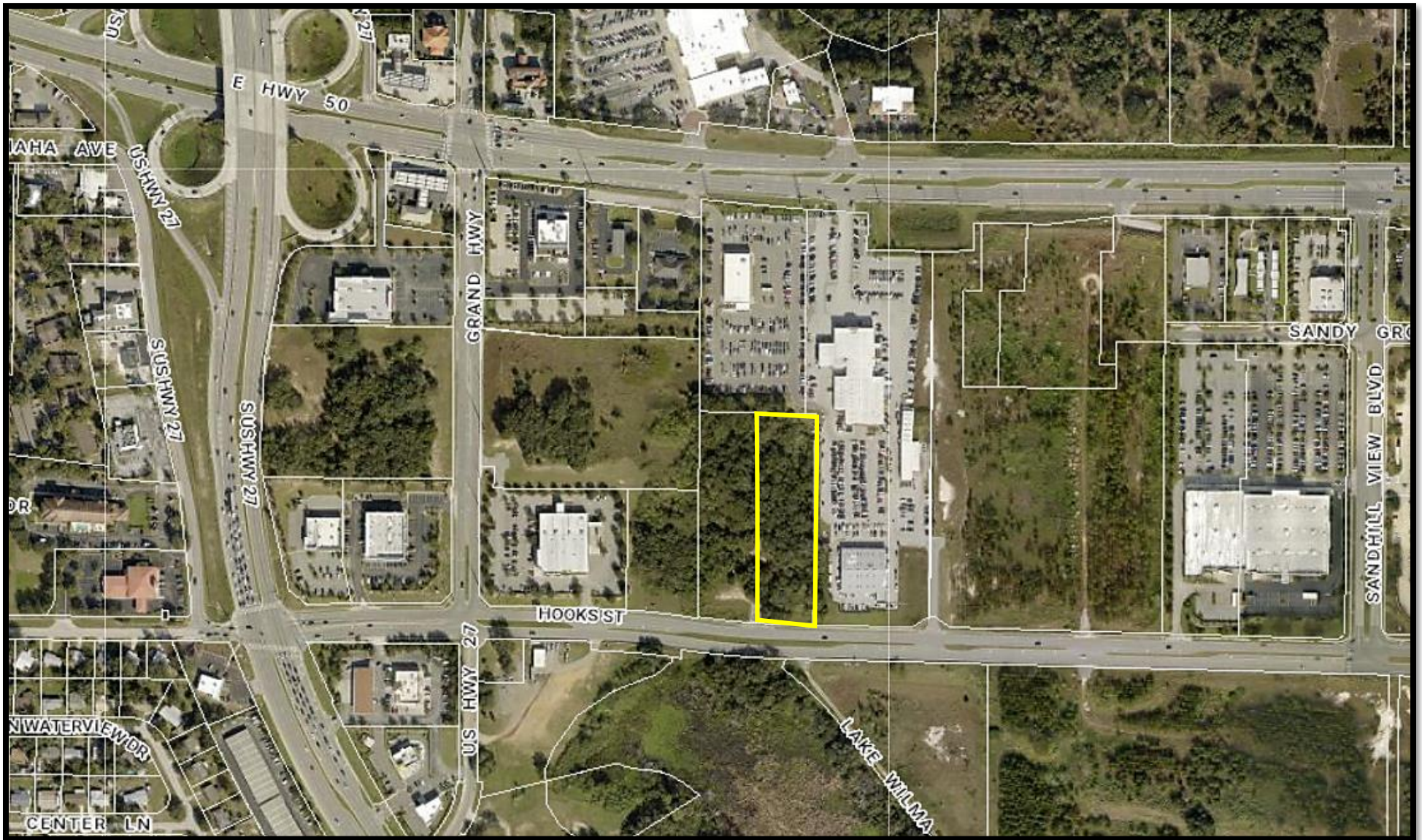
ATTEST:

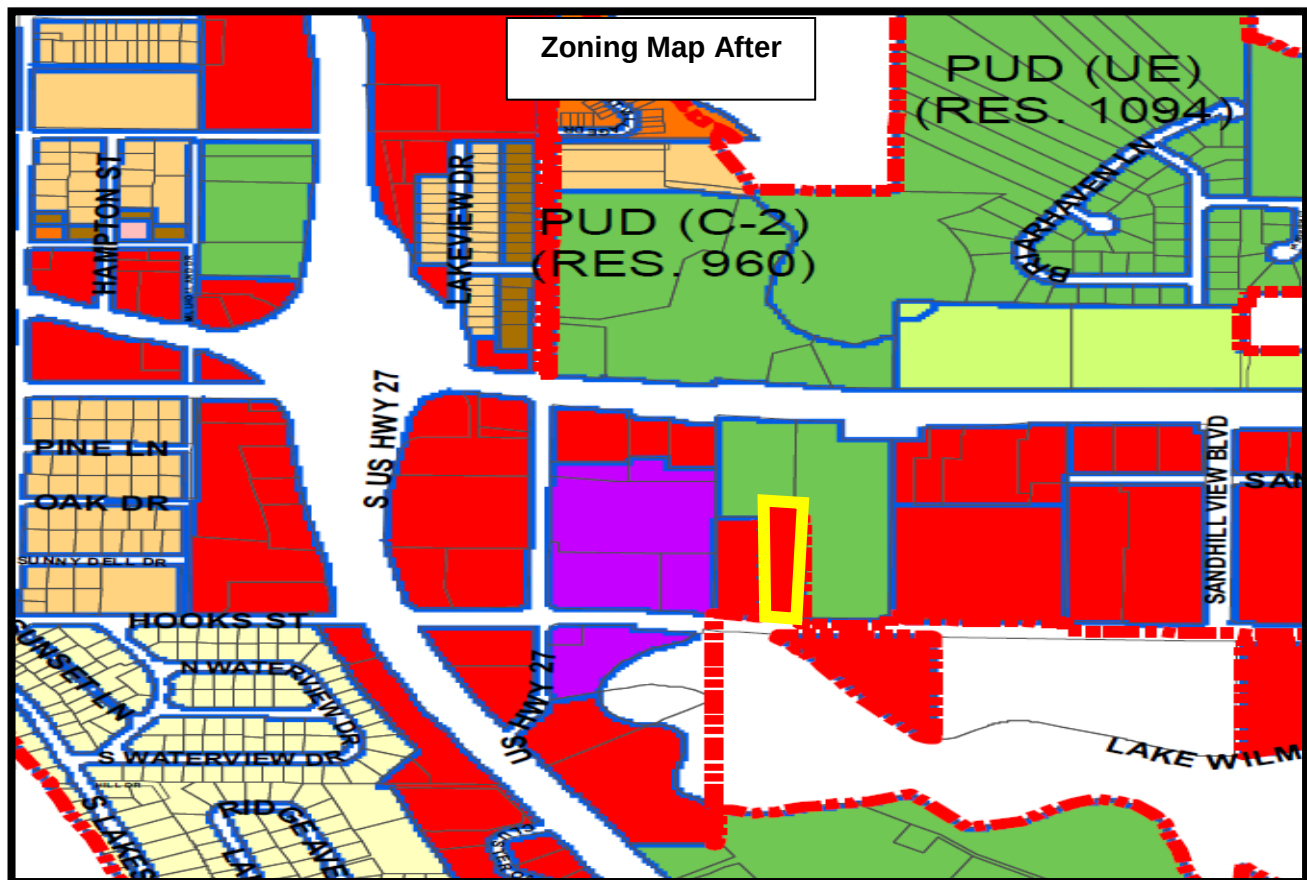
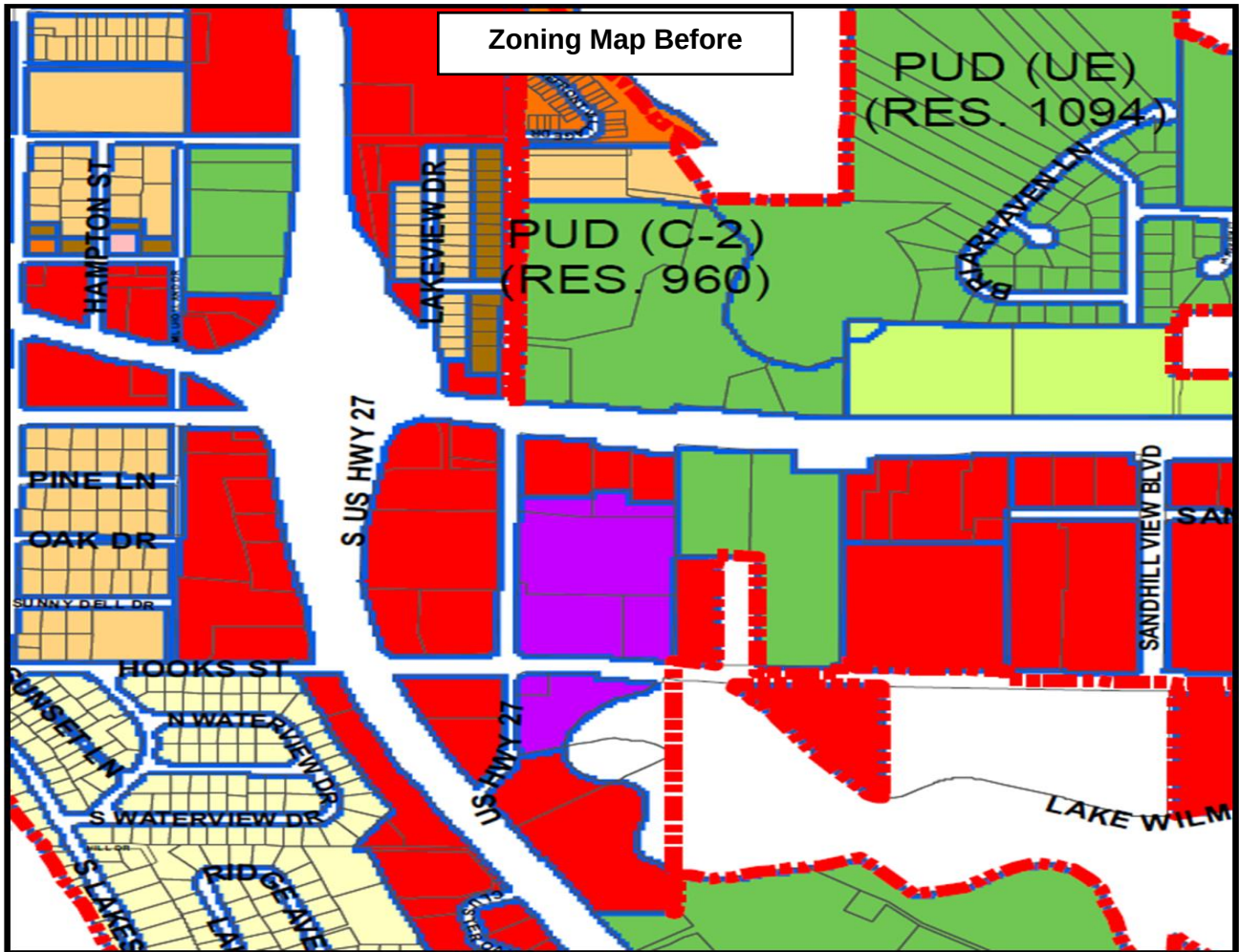
Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Hooks Street Self-Storage Facility







CITY OF CLERMONT
REZONING
APPLICATION

DATE March 7, 2024		FEE: \$542.00 + cost of advertisement + cost of traffic review, if necessary	
Project Name (if applicable) Flex I CRE Investments, LLC			
Applicant LPG Urban & Regional Planners, LLC			
Contact Person Michael Rankin			
Address 1162 Camp Ave.		City Mount Dora	State FL Zip 32757
Telephone 352-385-1940		Fax 352-383-4824	
Email MichaelR@lpgurp.com			
OWNER INFORMATION			
Owner's Name Flex I CRE Investments LLC, Eduardo Bontempo, Manager			
Owner Address 8336 Boyla Ct.		City Windermere	State FL Zip 34786
Telephone 352-988-7316		Email Ebontempo@gmail.com	
PROPERTY INFORMATION			
Address of Subject Property 13125 Hooks Street		City Clermont	State FL Zip 34711
Legal Description (include copy of survey) See attached			
Acreage 2.29		Land Use (City verification required) Lake County Regional Commercial	
Present Zoning (City verification required) Lake County Urban Residential District (R-6)		Proposed Zoning General Commercial (C-2)	



CITY OF CLERMONT REZONING APPLICATION

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

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

Rezoning is requested for compliance with land use designation request of City of Clermont Commercial which would be consistent with the comprehensive plan and adjacent properties.

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

Michael Rankin

Applicant Name (print)

x 
Applicant Name (signature)

Eduardo Bontempo

Owner Name (print)

x 
Owner Name (signature)

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

5/22/2020

LEGAL NOTICE

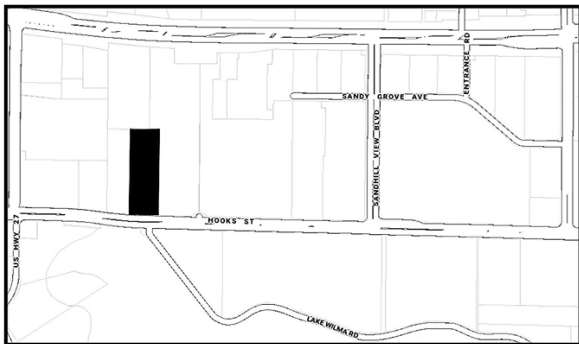
On Tuesday, November 12, 2024 at 6:30 PM the Clermont City Council will hold a public hearing to consider the enactment of the following proposed ordinance.

ORDINANCE NO. 2024-036

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

13125 Hooks Street
Vacant parcel located on Hooks Street
East of US Hwy 27
Alternate Key 1724937
2.29 +/- Acres



PROPERTY REZONING

**From: Lake County R-6 Urban Residential District
To: Clermont C-2 General Commercial District**

LEGAL DESCRIPTION

THE EAST ½ (ONE HALF), OF THE WEST ½ (ONE HALF), OF TRACT 26, PROPERTY OF LAKE HIGHLANDS COMPANY, LYING IN SECTION 29, TOWNSHIP 22 SOUTH, RANGE 26 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, AT PAGE 25, OF THE PUBLIC RECORDS OF THE COUNTY OF LAKE, STATE OF FLORIDA.

LESS-ADDITIONAL RIGHT OF WAY DESCRIPTION:

COMMENCING FROM THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 29, RUN SOUTH 88°26'37" EAST, 826.82 FEET, THENCE RUN NORTH 00°25'46" EAST, 15.00 FEET TO THE NORTH RIGHT OF WAY LINE OF HOOKS STREET FOR THE POINT OF BEGINNING; CONTINUE NORTH 00°25'46" EAST 36.21 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2033.00 FEET, THENCE EASTERLY 70.98 FEET ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 02°00'02", HAVING A CHORD BEARING OF SOUTH 87°27'07" EAST AND A CHORD DISTANCE OF 70.98 FEET, THENCE RUN SOUTH 88°26'37" EAST A DISTANCE OF 94.41 FEET; THENCE SOUTH 00°24'51" WEST, 35.00 FEET TO SAID NORTH LINE OF HOOKS STREET, THENCE NORTH 88°26'37" WEST, 165.36 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING FOR ADDITIONAL ROAD RIGHT OF WAY.

The public hearings are held in the Council Chambers of City Hall, located at 685 W. Montrose Street, and are open to public comment. Please call (352) 394-4083, ext. 3 if you have any questions.

The proposed amendment may be inspected at the City's Development Services Department (1st floor, City Hall) between 8 a.m. and 5 p.m. Monday-Friday.

Please be advised that under state law, any person deciding to appeal a decision made at the public hearings will need a record of the proceedings and may need to ensure a verbatim record is made.

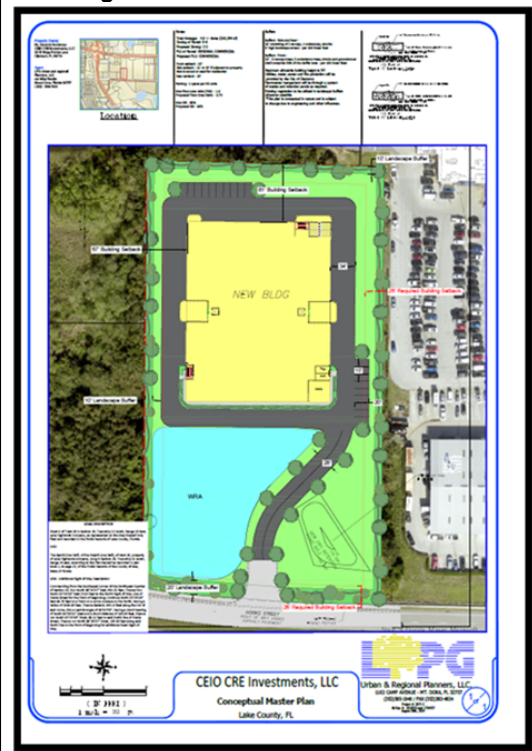
Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public meetings.

Tracy Ackroyd Howe, MMC
City Clerk

AGENDA ITEM

Meeting Date	
Tuesday, November 12, 2024	
Agenda Item Name	
Resolution No. 2024-025R <i>Hooks Street Self-Storage Phase 2 CUP</i>	
Requested Action	
Recommend approval of Resolution No. 2024-025R	
Staff Report	
<i>This agenda item has been tabled until this meeting to allow the applicant further time to perform some additional engineering analysis within the project and to provide additional elevations/renderings. Highland Engineering has provided additional information including grading cross-sections, retaining wall heights, and a grading summary letter. Based upon this information, the applicant is requesting two special conditions to be considered within the Conditional Use Permit. The first is a grading cut more than 15 feet for less than 1% of the site in the northeast corner of the site. The second is to allow retaining walls up to 10 feet in height for a total of 30 feet in the northeast corner of the site with some 10 foot and 8 feet walls in other areas of the site.</i> <i>The property had been previously altered and matching the existing grades with the Ford dealership to the east and north has made developing this site very challenging. In addition, this property is adjacent to a western parcel that was identified in the Strategic Economic Development Plan, which indicated difficult topography in the area that hindered site development. With the increased retaining wall heights, the location of the walls will be interior facing behind the building. This will minimize exposure to public rights of way; and further, the area between Hooks Street and the building will have additional landscaping to soften the hardscape.</i> <i>Staff recommends approval of Resolution No. 2024-025R with the addition of the retaining wall height increase and grading cut exceeding more than 15 feet on less than 1% of the site.</i>	
	
The applicant is requesting a Conditional Use Permit to allow for a self-storage facility with more than 20,000 square feet of floor space. The property is a vacant parcel, 2.29 +/- acres, located east of US Highway 27 and north of Hooks Street. The Land Development Code, Section 125-337 requires a Conditional Use Permit for any building structure that occupies more than 20,000 square feet and to allow for residential storage facilities in the C-2 General Commercial zoning district. On February 27, 2024, the City Council approved a Conditional Use Permit for a self-storage facility on the adjacent parcel located to the west. The applicant is requesting to combine the two parcels and construct a larger building on the properties. The applicant has requested an exemption to a Tier 1 Traffic Impact Analysis Report by Walsh Engineering indicating the proposed self-storage facility is projected to generate 218 daily trips, of which 23 trips will occur during	

the PM Peak Hour. The proposed development will provide an enclosed three-story building that will be up to 150,000 square feet with approximately 1,150 units. The building will be designed to comply with the Clermont Architectural Design Standards. The proposed self-storage facility will be gated and secured. Any fencing along or adjacent to roadways shall be ornamental metal or decorative vinyl/pvc. No outside storage will be allowed. Staff has reviewed the CUP application and believes that the proposed use will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity and the proposed use will comply with the regulations and conditions specified. Therefore, staff recommends approval of the Conditional Use Permit for a self-storage facility over 20,000 square feet in the C-2 zoning district with the conditions contained in Resolution No. 2024-025R. *The Planning and Zoning Commission recommended approval 5-0 with a special condition to add an eight (8) foot retaining wall.*



Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	2024-025R - Hooks St SS CUP (10.23.2024)	2024-025R - Hooks St SS CUP (10.23.2024).pdf
2.	LOCATION MAP	LOCATION MAP.pdf
3.	2071-2 Concept Plan 8-28-24	2071-2 Concept Plan 8-28-24.pdf
4.	Elevations 10-7-24	Elevations 10-7-24.pdf
5.	Retaining Wall Summary	Retaining Wall Summary.pdf
6.	Hooks Street SS Grading	Hooks Street SS Grading .pdf
7.	10056-TIA Memo-4-26-24-S&S	10056-Clermont Self Storage TIA Memo-4-26-24-S&S.pdf
8.	CUP Support Document_03-08-2024_SDL	CUP Support Document_03-08-2024_SDL.pdf
9.	04_CUP Application_AK 1724937	04_CUP Application_AK 1724937.pdf
10.	2024-024R Legal Ad CC (11.12.24)	2024-024R Legal Ad CC (11.12.24).pdf



CITY OF CLERMONT
RESOLUTION NO. 2024-025R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR A SELF-STORAGE FACILITY OCCUPYING MORE THAN 20,000 SQUARE FEET OF FLOOR SPACE IN THE C-2 GENERAL COMMERCIAL ZONING DISTRICT PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida, at a meeting held on August 6, 2024 recommended approval of this Conditional Use Permit to allow for a self-storage/warehouse facility with up to 149,000 square feet in the C-2 General Commercial zoning district, at the following location:

LOCATION:

13125 Hooks Street, Clermont, FL
Vacant parcel located on Hooks Street, East of US Highway 27
(Alternate Key 1724937)

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 a self-storage/warehouse facility with up to 149,000 square feet in the C-2 General Commercial zoning district, be granted subject to the following conditions:

SECTION 1: GENERAL CONDITIONS

1. The conditions as set forth in this Conditional Use Permit shall be legally binding upon any heirs, assigns and successors in title or interest.



CITY OF CLERMONT
RESOLUTION NO. 2024-025R

2. Upon approval of the resolution the aforementioned property shall only be used for the purposes described herein. No further expansion of the use or additions to this project shall be permitted except as approved by another Conditional Use Permit. Any other proposed use shall be specifically authorized by amendment and approval of the City of Clermont City Council.
3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.
4. Prior to the issuance of any permits, the applicant shall be required to submit formal site plans for review and approval by the City of Clermont Site Review Committee. The site plans shall meet all submittal requirements and comply with the conditions of this Resolution, applicable City Codes, Regulations, Ordinances, and provide compliance with the adopted City Comprehensive Plan, as amended.
5. No business can occupy any portion of the building unless the proposed business has applied for and obtained a Local Business Tax Receipt from the Development Services Department.
6. The Conditional Use Permit must be executed and processed through the office of the City Clerk within 90 days of its date of grant by the City Council or the permit shall become null and void.
7. The Applicant shall record in the Public Records of Lake County within 90 days of its date of approval by the City Council, a short-form version of this Conditional Use Permit as provided by the City or a form acceptable to the City, to provide notice to all interested parties, the assigns, successors and heirs of the developer/applicant and all future owners of the above-referenced property that the real property described above is subject to the terms and conditions of the Conditional Use Permit.
8. The structure shall be inspected by the Fire Marshal for life safety requirements. All requirements must be met prior to any Certificate of Occupancy being issued.
9. The structure shall be inspected by the City Building Inspector and all building code violations must be corrected prior to a Certificate of Occupancy being issued.
10. If any of the stated conditions are violated, the applicant understands and agrees that the City Council may revoke this Conditional Use Permit by resolution.
11. This permit shall become null and void if substantial work has not begun within two (2) years of the date of issuance of this Conditional Use Permit.



CITY OF CLERMONT
RESOLUTION NO. 2024-025R

SECTION 2: LAND USES AND SPECIFIC CONDITIONS

1. This application for a Conditional Use Permit to allow for a self-storage/warehouse facility with up to 149,000 square feet may be permitted in the C-2 General Commercial zoning district.
2. The property shall be developed in substantial accordance with the Preliminary Conceptual Site Plan prepared by LPG Urban & Regional Planners, LLC; and Identified as (Exhibit A). The conceptual plan submitted with the Conditional Use Permit application is not an approved site plan. Formal construction plans incorporating all conditions stated in this Permit shall be submitted for review and approved by the Site Review Committee prior to the issuance of a Zoning Clearance or other development permits. The site will be developed to meet the City's Architectural Standards and Land Development Regulations.
3. The site may also be used for any permitted use in the C-2 General Commercial zoning district. All uses must adhere to the requirements of the Land Development Code.
4. No outside storage will be allowed. Any outside storage shall be completely enclosed and screened from public view and streets. All enclosures shall be designed to be compatible and complement the architecture color and materials of the primary building.
5. The self-storage facility may be gated and secured from the General Public. Any fencing shall be ornamental metal or decorative PVC/vinyl.
6. Interior lighting on the site shall be directed downward onto the site and not spill over onto the adjacent properties.
7. The project shall be permitted a waiver to the code to allow for a grading cut greater than 15 feet not to exceed 1% of the site.
8. The project shall be permitted a waiver to the code to allow for retaining walls not to exceed the maximum height of ten (10) feet to accommodate the existing topography changes.
9. The project shall be required to provide an enhanced landscape buffer that will include 30 percent additional plant material to create an opaque screen at the time of planting. The landscape buffers shall be designed to create an aesthetically pleasing and enhanced screening for the site.

SECTION 3: CONFLICT

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



CITY OF CLERMONT
RESOLUTION NO. 2024-025R

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. 2024-025R

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 12th day of November 2024.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

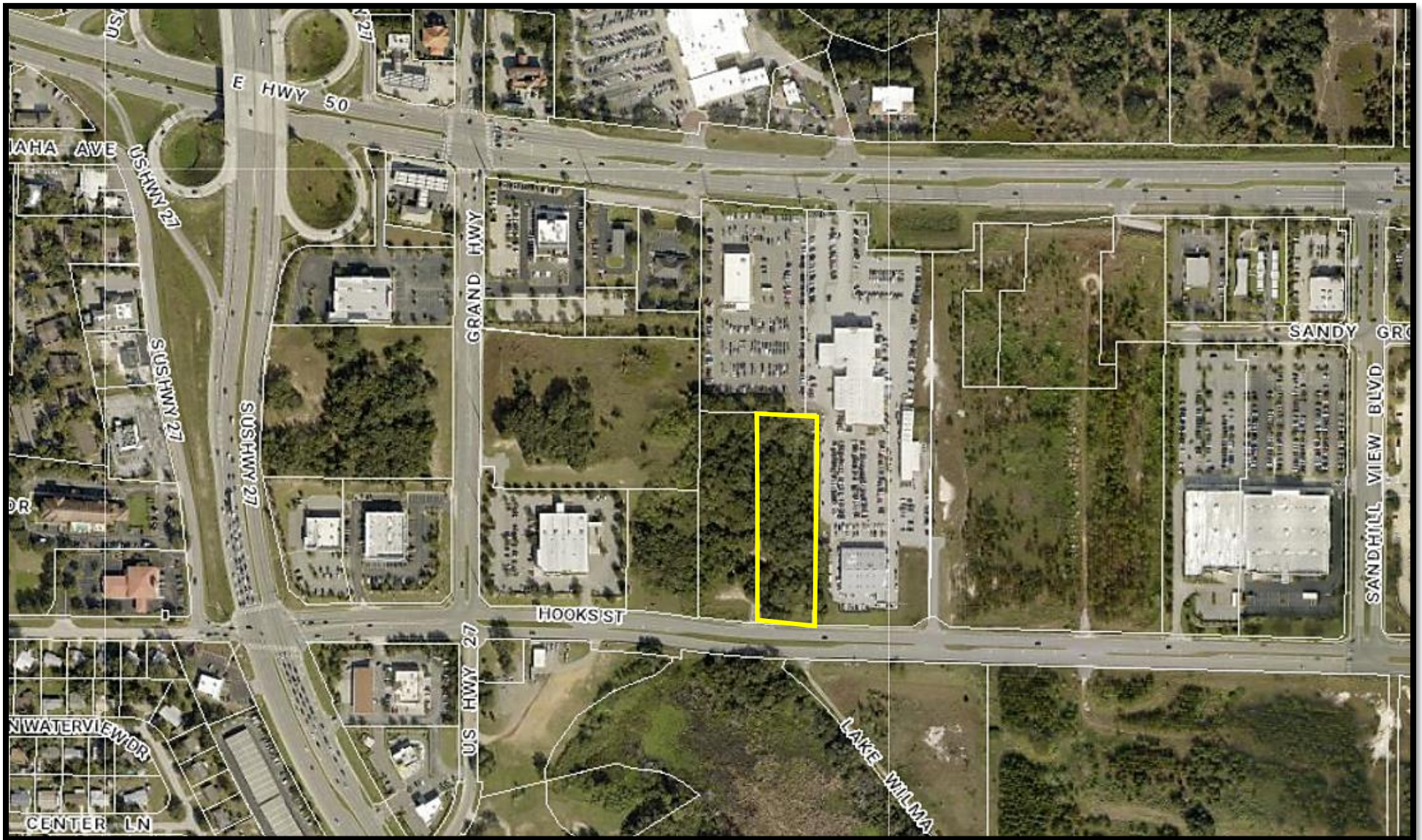
Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Conceptual Building Elevations

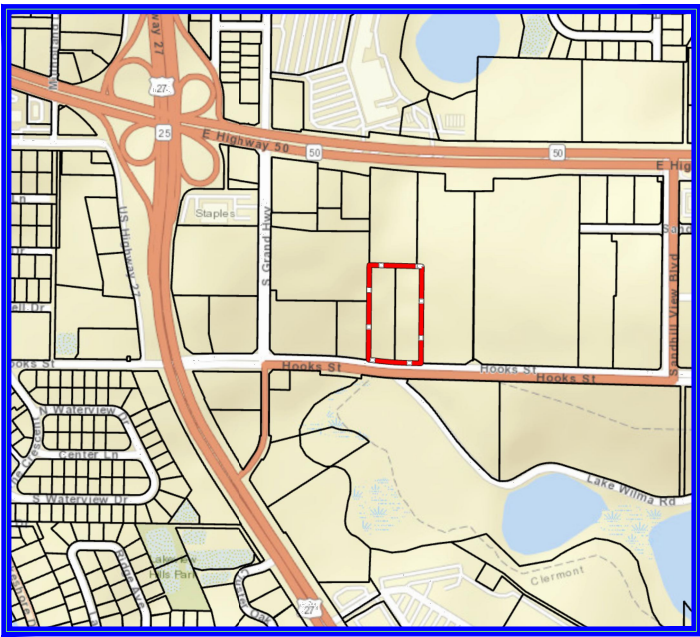


Hooks Street Self-Storage Facility



Property Owner:
Mr. Eduardo Bontempo
CEIO CRE Investments, LLC
2216 Ridge Pointe Lane
Clermont, FL 34715

Agent:
LPG Urban and regional
Planners, LLC
c/o Mike Rankin
Mount Dora, Florida 32757
(352) 385-1940



Location

Notes:

Total Acreage: 4.6 +- Acres (200,394 sf)
Zoning of Parcel: R-6
Proposed Zoning: C-2
FLU of Parcel: REGIONAL COMMERCIAL
Proposed FLU: COMMERCIAL

Front setback - 25'
Side setback - 12' or 25' if adjacent to property that is zoned or used for residential
Rear setback - 25'

Parking - 1 space per 50 units

Max floor area ratio (FAR) - 1.0
Proposed Floor Area Ratio - 0.75

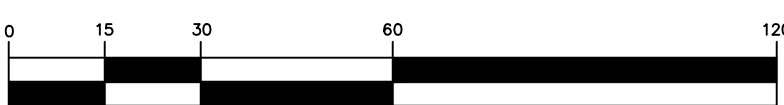
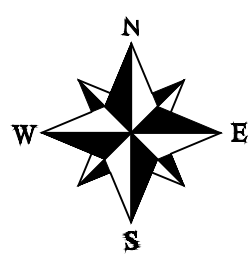
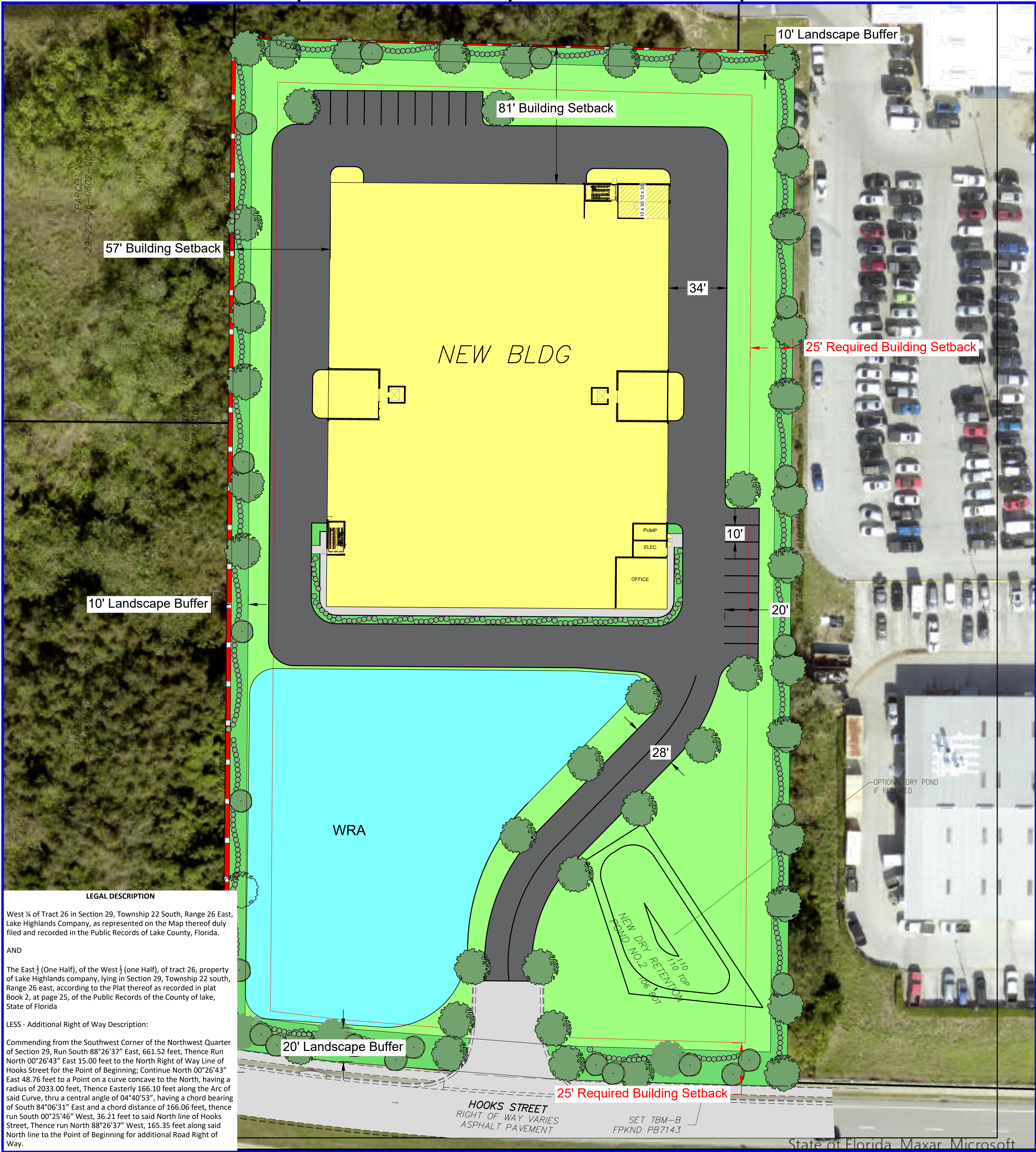
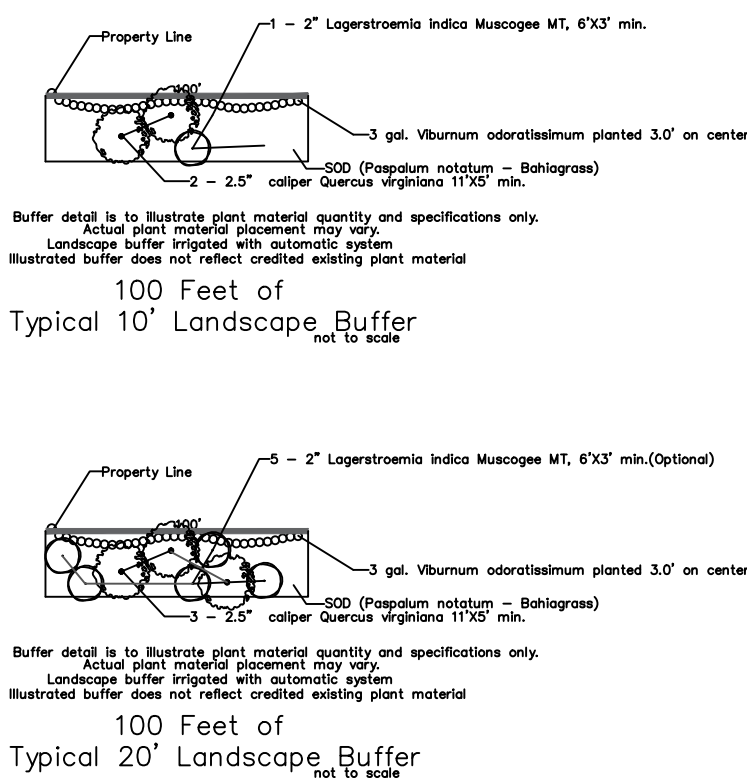
Max ISR - 80%
Proposed ISR - 48%

Buffers

Buffers - Side and Rear -
10' consisting of 2 canopy, 1 subcanopy, shrubs-
3' high landscape screen - per 100 linear feet

Buffers - Front -
20' - 3 canopy trees, 5 understory trees, shrubs and groundcover shall comprise 50% of the buffer area - per 100 linear feet:

Maximum allowable building height is 55'.
Utilities, water, sewer and fire protection will be provided by the City of Clermont.
Stormwater mangement will be through a system of swales and retention ponds as required.
Existing vegetation to be utilized in landscape buffers wherever possible.
*This plan is conceptual in nature and is subject to change due to engineering and other influences.



(IN FEET)
1 inch = 30 ft.

CEIO CRE Investments, LLC

Conceptual Master Plan

Lake County, FL



Urban & Regional Planners, LLC.

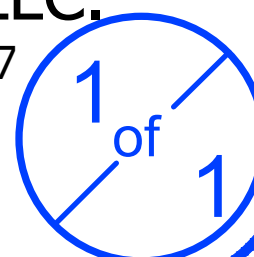
1162 CAMP AVENUE - MT. DORA, FL 32757

(352)385-1940 / FAX (352)383-4824

Project #: 2071-2

Alt Key #: 2518332 and 1724937

August 28th, 2024



Hooks Street Self-storage Elevations – 10/7/24





HIGHLAND ENGINEERING, INC

October 7, 2024

Planning and Development Services Department
685 W. Montrose St.
Clermont, FL 34711

RE: Hooks Street Self-Storage Phase 2 CUP – Retaining Wall and Grading Summary
13119 and 13125 Hooks Street

As per your request, Highland Engineering, Inc. (HEI) performed a preliminary grading analysis for the subject property located at 13119 and 13125 Hooks Street. According to the topographic survey, the subject property contains existing ground elevations ranging from a maximum elevation of 163 (located in the northeast corner) to a minimum elevation of 100 (located in the southwest corner). The corresponding mean elevation of the subject property is elevation 126. The existing property elevations result in a ground slope from the northeast corner to the southwest corner of the property at an average slope of approximately 10%. Additionally, the average existing ground elevation of the north half of the property is at approximately elevation 131.00 with existing ground slopes near the property lines exceeding 1.5 to 1 slope or 67% grade.

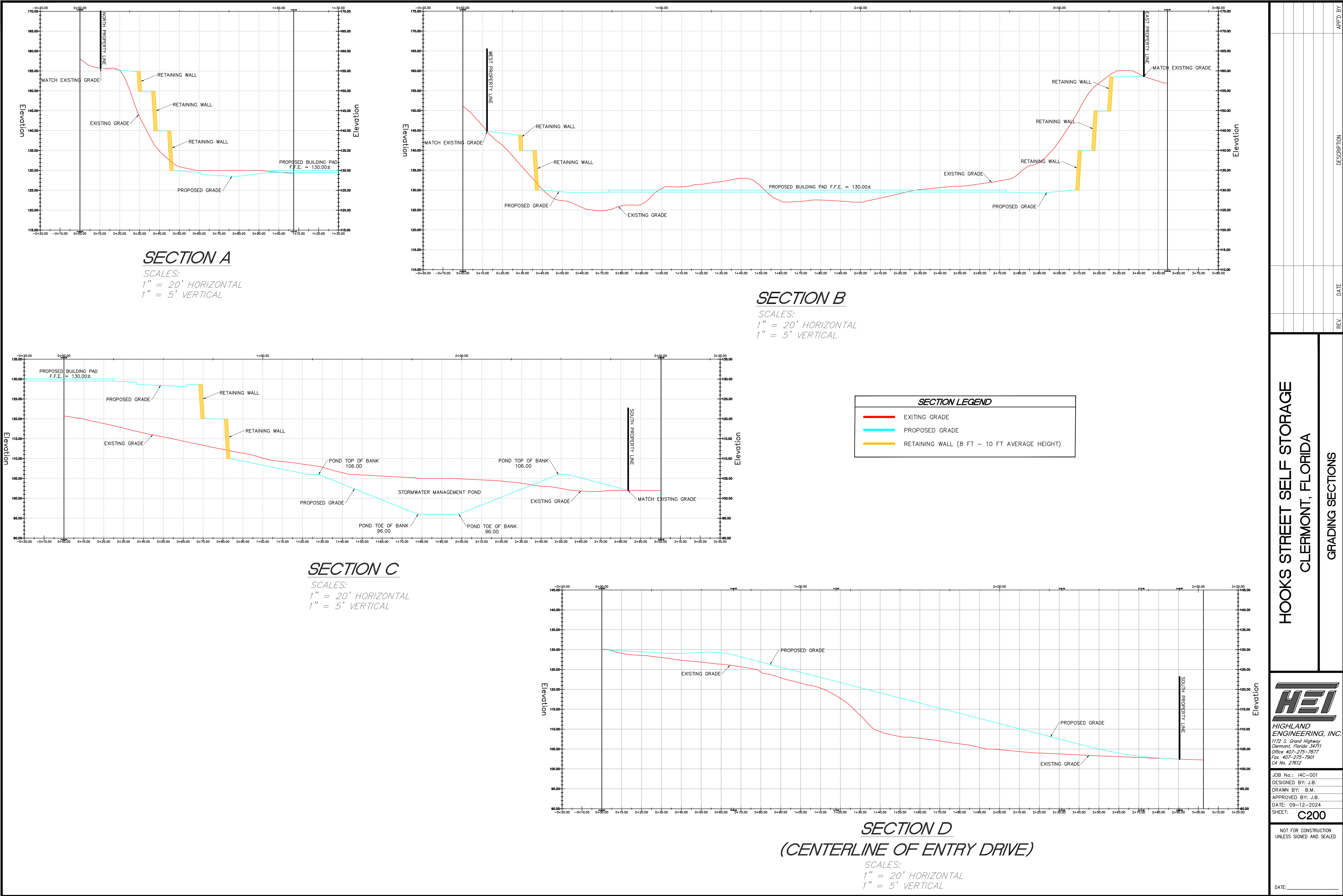
In order to develop the subject property for commercial development, the building will be positioned on a generally flat and level pad on the north half of the subject property with an average finished grade elevation of 131.00. This is the same elevation as the average existing grade on the north half of the subject property. This significantly limits the total amount of cut or fill required to develop the site. However, in order to shore up the existing steep grades at the property lines and provide perimeter grading consistent with the City of Clermont Land Development regulations, a series of retaining walls are required. These walls will be a maximum of three ten-foot-tall segments totaling thirty feet in overall height, limited to only about 175 linear feet in length at the northeast corner of the site. The remainder of the retaining walls will be limited to two ten-foot-tall segments totaling twenty feet in overall height. Due to the placement of the building at the rear half of the site, these retaining walls will be significantly hidden from view by the proposed building. There will be only two retaining wall segments predominantly visible on the front of the building facing towards Hooks Street. These walls will be approximately 8 foot tall each and are setback more than 200 feet from Hooks Street to further diminish their appearance.

After having studied the existing elevations of the subject property thoroughly and after having evaluated the proposed grading in detail, we are confident that the proposed grading and retaining wall summary noted above represents the minimum improvements needed in order to develop the subject property for the proposed commercial use.

Sincerely, Jeffery W. Banker, P.E.

A handwritten signature in blue ink, appearing to read 'Jeffery W. Banker', is written below the typed name.

1172 S. Grand Highway • Clermont, Florida 34711 • Office (407) 275-7877 • Fax (407) 275-7901



MEMORANDUM

To: Mr. Eduardo Bontempo
From: Mr. Chris J. Walsh, P.E.
Date: April 26, 2024
Subject: Hooks Street Self Storage Traffic Analysis – Clermont, Florida

Walsh Traffic Engineering, LLC (Walsh Traffic) has been retained to conduct a traffic impact analysis for the proposed self-storage facility proposed on the north side of Hooks Street, approximately 700 feet east of S. Grand Highway in Lake County, Florida (see **Site Location Map** below). The property (Alternate Key # 2518332 and #1724937), which is currently vacant, will be annexed into the City of Clermont and rezoned to C-2 with a conditional use permit restricting the property to self-storage. The self-storage facility will be an enclosed 3-story facility of 150,000 square feet. A copy of the preliminary site plan is attached. The development is proposed to be constructed by year 2025. Given that the development is projected to generate less than 100 peak-hour trips, as demonstrated later within this memorandum, this memorandum is intended to serve as a Request for Exemption Letter in accordance with Section 5 of the *Lake Sumter MPO TIS Methodology Guidelines (2022)*.



Trip Generation

The total daily, AM peak-hour, and PM peak-hour trip generation potential for the proposed development was estimated based on trip generation equations/rates for Land Use Code 151 (Mini-Warehouse) as provided in the Institute of Transportation Engineer's (ITE) *Trip Generation Manual, 11th Edition*. The proposed self-storage facility is projected to generate 218 total weekday daily trips, 14 total AM peak-hour trips (8 in, 6 out), and 23 total PM peak-hour trips (11 in, 12 out). These trip generation estimates are based on the trip rate per 1,000 square feet as the trip rate per 100's of storage units yields lower trips.

Table 1 – Trip Generation Summary

Land Use	ITE Land Use Code	Intensity	Daily		
			Total Trips		
			In	Out	Total
Mini-Warehouse	151	150.0 KSF	109	109	218

Land Use	ITE Land Use Code	Intensity	AM Peak Hour		
			Total Trips		
			In	Out	Total
Mini-Warehouse	151	150.0 KSF	8	6	14

Land Use	ITE Land Use Code	Intensity	PM Peak Hour		
			Total Trips		
			In	Out	Total
Mini-Warehouse	151	150.0 KSF	11	12	23

Development Impact

The development will have a driveway on Hooks Street which has a generalized peak-directional service volume of 1,800 vehicles per hour for the 2022 Lake County CMP Database (8-2-22). The maximum directional volume generated by the proposed development is the outbound PM peak-hour volume of 12 vehicles. This equates to approximately 0.67% of the overall generalized service volume, indicating the impact is marginal. Additionally, based on existing traffic counts from the CMP Database, the existing peak-directional volume on Hooks Street is 508 vehicles per hour, equating to an existing volume-to-capacity ratio of 0.28. Given the development's marginal impact and that Hooks Street has adequate capacity to accommodate the new trips, we request an exemption from doing a Tier 1 Traffic Impact Analysis.

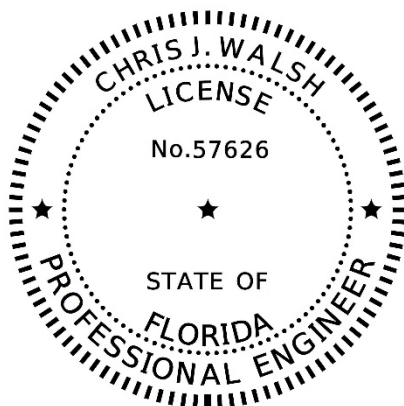
Turn-Lane Evaluation

When considering the need for an eastbound left-turn lane or westbound right-turn lane on Hooks Street at the project driveway, Figure 2.5 and 2-6 from NCHRP 457 are typically used. For the assessment it was assumed that while a portion of trips would be from the west on Hooks Street with the balance from the east on Hooks Street, a worst-case analysis was used for the left-turn lane assessment assuming that all PM peak-hour inbound trips would make an eastbound left turn into the development. Similarly, a worst-case analysis was also used for the right-turn lane assessment assuming that all PM peak-hour inbound trips would make a westbound right turn into the development. The eastbound and westbound PM peak-hour through volumes for this analysis were obtained from the 2022 Lake County CMP Database (8-2-22) equating to 479 eastbound through vehicles and 508 westbound through vehicles. Based on these analysis figures attached, neither an eastbound left-turn lane nor a westbound right-turn lane is warranted at the project driveway.

Conclusion

The proposed self-storage facility (3-story facility of 150,000 square feet) proposed on Hooks Street is projected to have a marginal impact, generating 14 AM peak-hour trips and 23 PM peak-hour trips. This equates to approximately 0.67% of the overall generalized service volume of Hooks Street. Given the development's marginal impact and that Hooks Street currently has a v/c ratio of 0.28 indicating there is substantial excess available capacity on the roadway, we request an exemption from doing a Tier 1 Traffic Impact Analysis. Lastly, neither an eastbound left-turn lane nor a westbound right-turn lane is warranted at the project driveway on Hooks Street.

You may contact us at (386) 801-5682 should you have any questions.



THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:

Chris J Walsh Date: 2024.04.26
10:52:14 -04'00'

ON THE DATE ADJACENT TO THE SEAL
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND
THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES

Attachments

Mini-Warehouse (151)

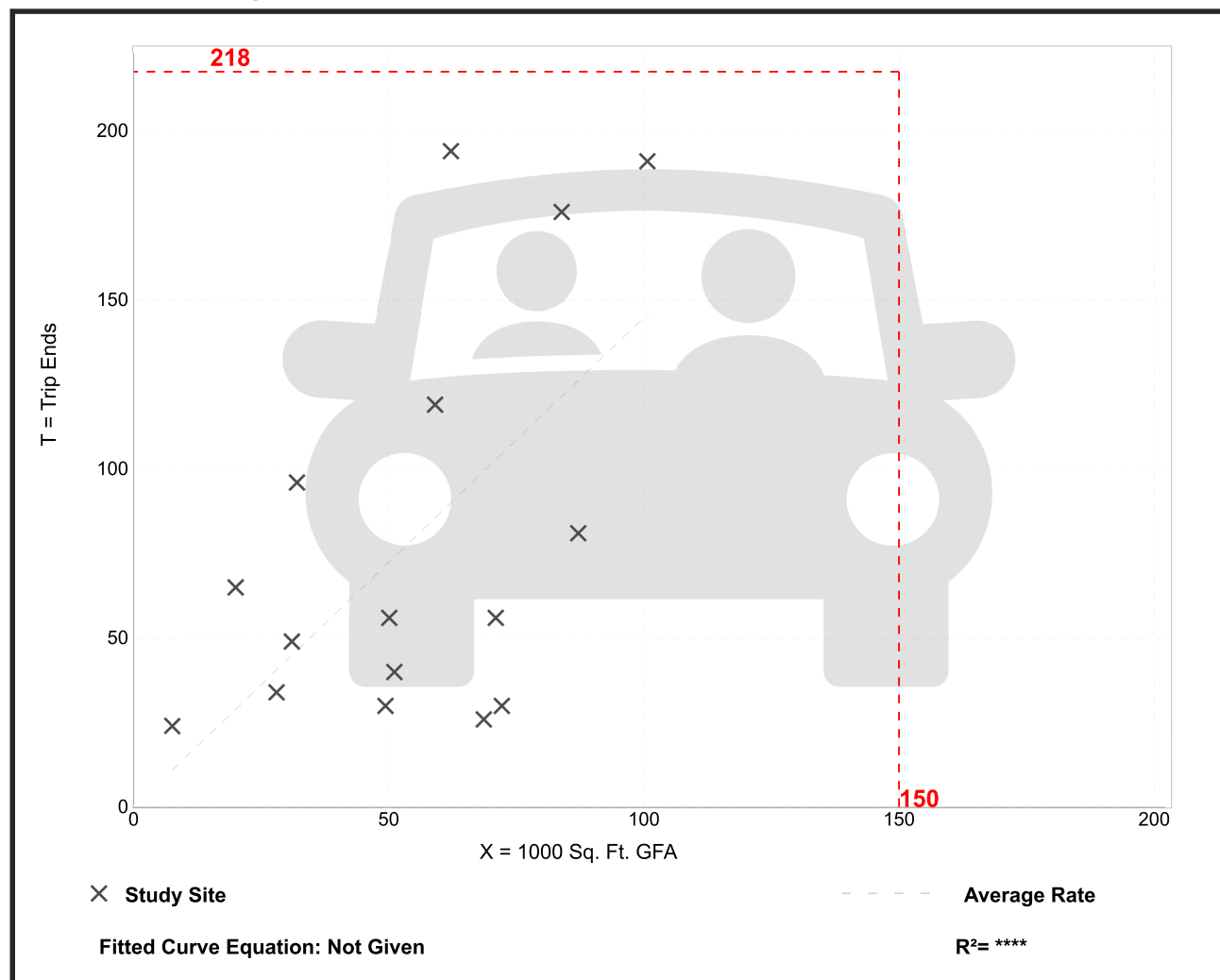
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 16
Avg. 1000 Sq. Ft. GFA: 55
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
1.45	0.38 - 3.25	0.92

Data Plot and Equation



Mini-Warehouse

(151)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 13

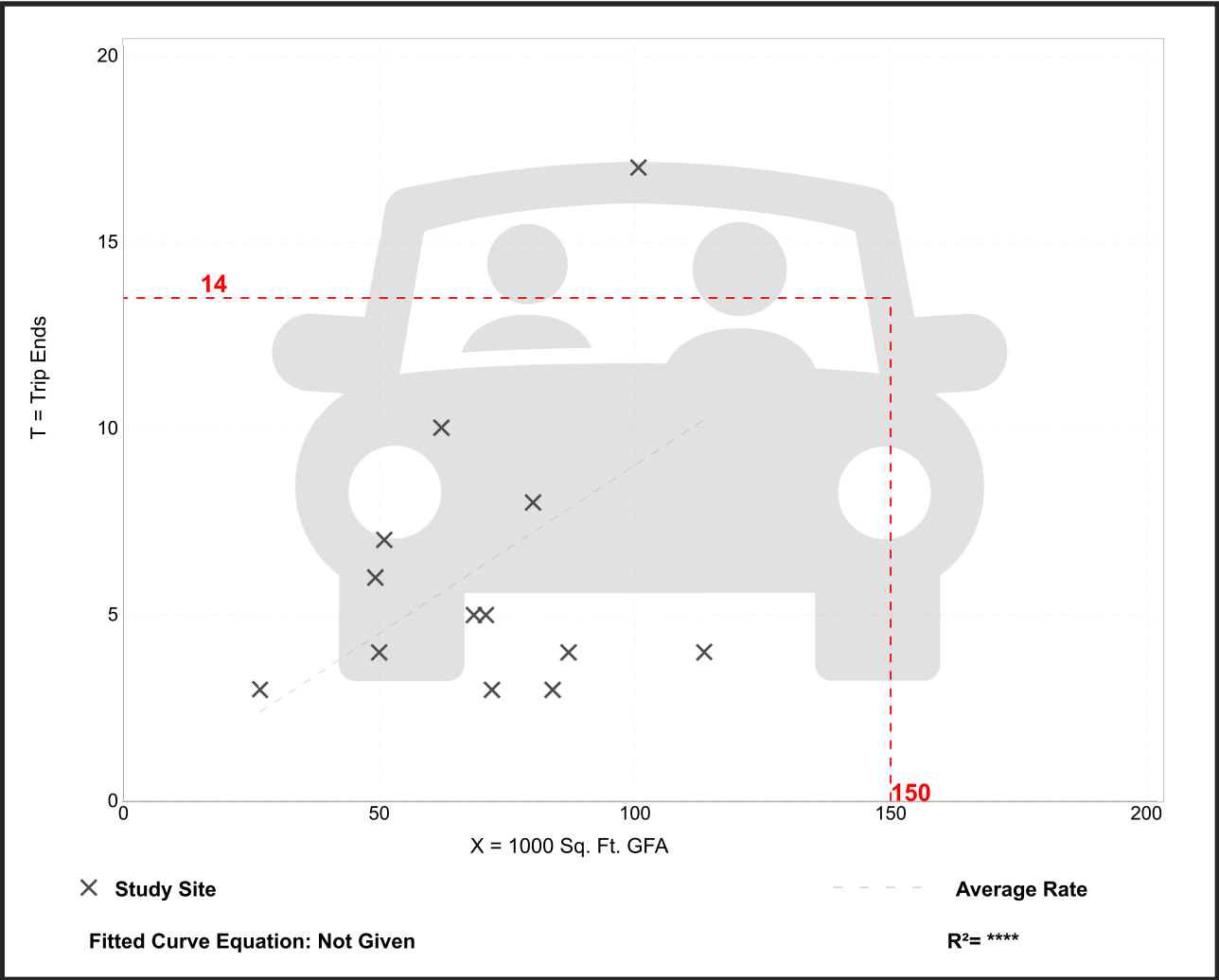
Avg. 1000 Sq. Ft. GFA: 70

Directional Distribution: 59% entering, 41% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
0.09	0.04 - 0.17	0.05

Data Plot and Equation



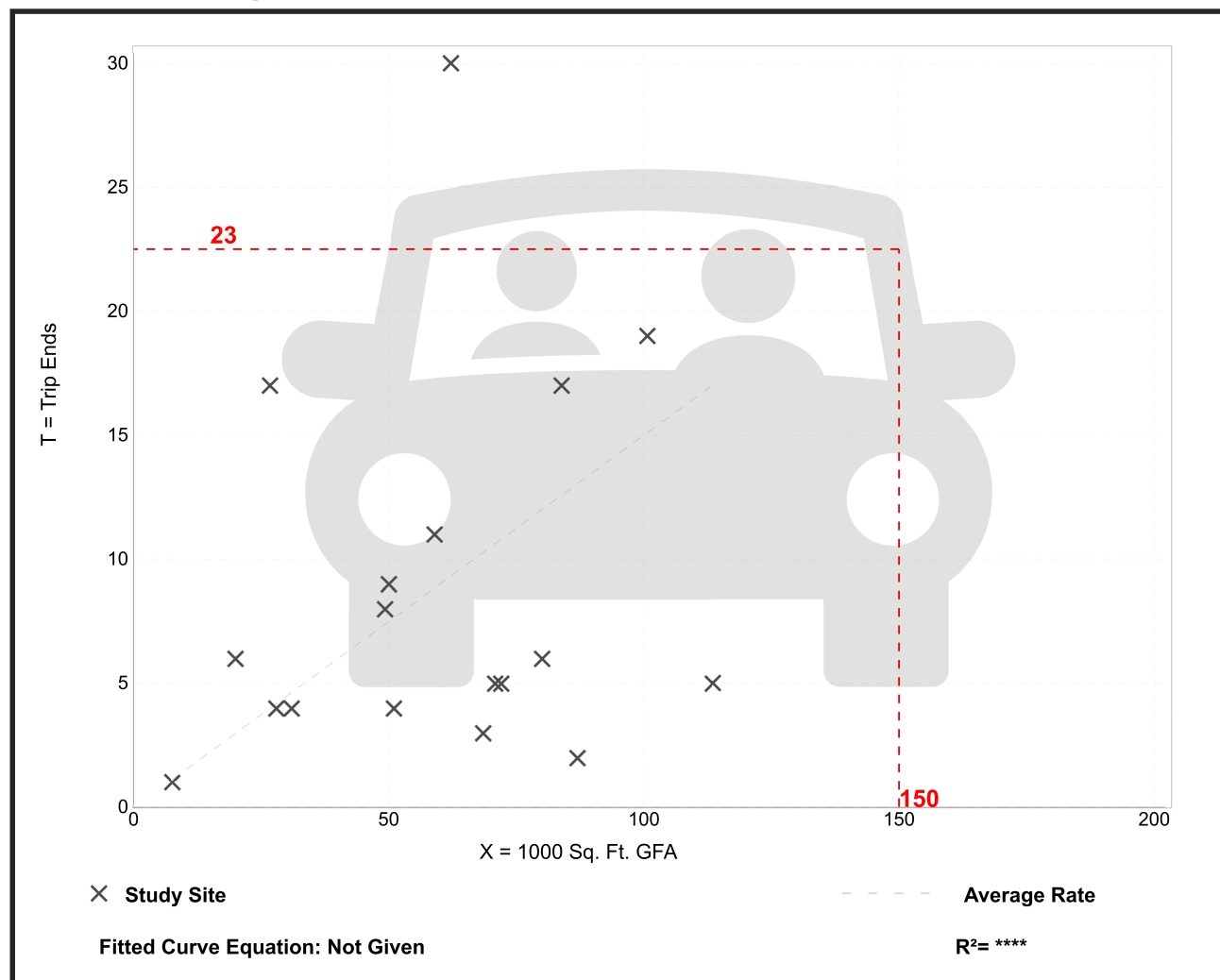
Mini-Warehouse (151)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: General Urban/Suburban
 Number of Studies: 18
 Avg. 1000 Sq. Ft. GFA: 59
 Directional Distribution: 47% entering, 53% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
0.15	0.02 - 0.64	0.14

Data Plot and Equation



Lake County CMP Database

SEGMENT ID	COUNTY STATION	DATA SOURCE	SPEED LIMIT	SEGMENT LENGTH (MI)	ROAD NAME	FROM	TO	LANES (2022)	URBAN / RURAL	MAINTAINING AGENCY	JURISDICTION	ADOPTED LOS STANDARD	DAILY SERVICE VOLUME	2022 AADT	2022 DAILY V/C	2022 DAILY LOS	PEAK HOUR DIRECTIONAL SERVICE VOLUME	2022 PEAK HOUR NB/EB VOLUME	2022 PEAK HOUR SB/WB VOLUME	2022 PEAK HOUR V/C	2022 PEAK HOUR LOS
2150	31	County	40	0.84	HOOKS STREET	US 27	OAKLEY SEAVER DRIVE	4	URBAN	COUNTY	CITY OF CLERMONT	D	35,820	11,413	0.32	C	1,800	479	508	0.28	C

Left-turn Lane Analysis - Hooks Street at Project Driveway

Figure 2 - 5. Guideline for determining the need for a major-road left-turn bay at a two-way stop-controlled intersection.

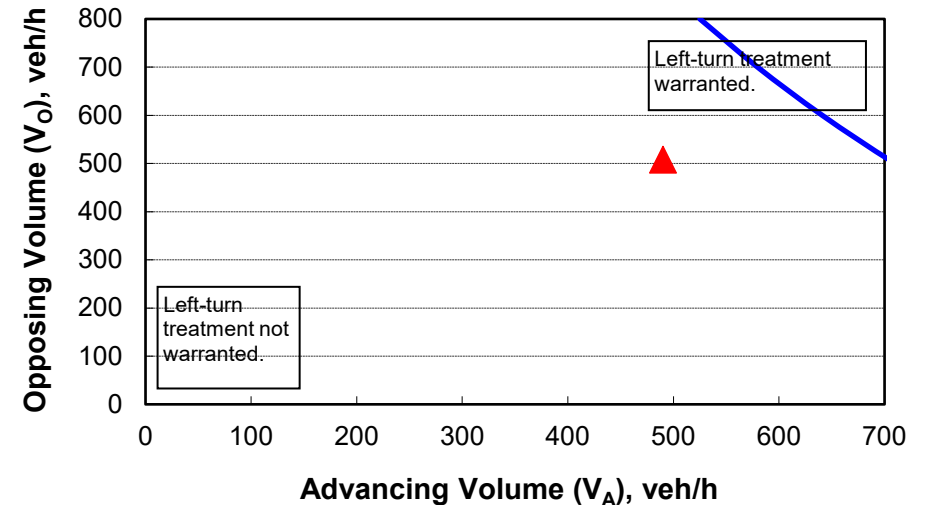
2-lane roadway (English)

INPUT

Variable	Value
85 th percentile speed, mph:	40
Percent of left-turns in advancing volume (V_A), %:	2%
Advancing volume (V_A), veh/h:	490
Opposing volume (V_O), veh/h:	508

OUTPUT

Variable	Value
Limiting advancing volume (V_A), veh/h:	704
Guidance for determining the need for a major-road left-turn bay:	
Left-turn treatment NOT warranted.	



CALIBRATION CONSTANTS

Variable	Value
Average time for making left-turn, s:	3.0
Critical headway, s:	5.0
Average time for left-turn vehicle to clear the advancing lane, s:	1.9

Right-turn Lane Analysis - Hooks Street at Project Driveway

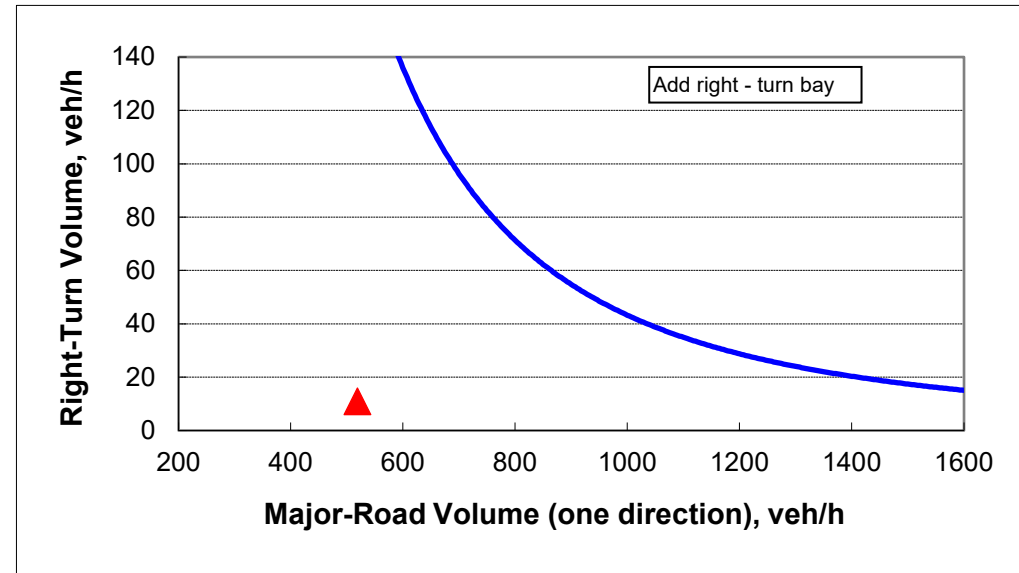
Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

INPUT

Roadway geometry:	4-lane roadway
Variable	Value
Major-road speed, mph:	40
Major-road volume (one direction), veh/h:	519
Right-turn volume, veh/h:	11

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	188
Guidance for determining the need for a major-road right-turn bay for a 4-lane roadway:	
Do NOT add right-turn bay.	





Flex I CRE Investments, LLC
Conditional Use Permit for Mini-Storage Facility

It is proposed to amend the existing CUP (Resolution No. 2024-004R) to include the subject site which is located adjacent to the existing site covered in the CUP and is also owned by the same property owner which would result in an increase of acreage from 2.29 $\pm$ acres to 4.58 $\pm$ acres; increase the self-storage facility from 79,400 SF to 150,000 SF; and increase the number of units from 453 to 1158. The proposed additional property consists of 2.29 $\pm$ acres (Alternate Key # 2518332), has a future land use designation of Commercial and a zoning designation as General Commercial (C-2). The subject property is located on the north side of Hooks Street and east of Grand Highway (Figures 1 and 2). The surrounding area in general is developed as commercial. Chapter 125 of the City of Clermont's Land Development Code of Ordinances dictates the type of uses allowed within the C-2 zoning designation. The applicant is applying for a conditional use permit in accordance with Section 125-337(a)(2), *Conditional Uses*, to allow residential storage facilities.

Figure 1. Project Location



Figure 2. Project Aerial



Land Use Compatibility

The proposed storage facilities are compatible with the existing adjacent land uses and would result in a logical extension of those land uses. The general area is developed with retail sales to the west, office and convenience store with gas pumps to the southwest, auto repair to the north and car sales to the east. The subject site is near residential development which could be serviced by the proposed residential self-storage facilities. Review of available data from the Lake County Property Appraisers Office indicates that within a 1-mile radius of the subject site there are approximately 1,781 residential units.

Review of available data indicates that the closest storage facility is located approximately ½ mile to the west along US Highway 27 and is known as Personal Mini Storage. The next closest storage facility is located approximately 2 miles to the southwest along US Highway 27 and is known as US Storage Centers.

The owner engaged BMSGP to conduct a study of the need for storage facilities within a 5-mile radius of the subject site. Results of the study indicate there is a need for the storage facilities which can be met by the proposed facilities.

The surrounding land uses are as follows:

Alternate Key	Location	Future Land Use	Zoning
1103924	North	Commercial	Planned Unit Development
1648343	East	Commercial	C-2
3883715	South	Regional Office	R-6
3885085	West	Commercial	Light Manufacturing (M-1)

Site Design Standards

According to Section 125-338 (1), the impervious surface coverage is 80 percent in the C-2 zoning district. Ordinance No. 2018-02 allows for a maximum intensity of 1.0 FAR for residential storage facilities. The applicant's subject property has an impervious surface coverage of 70 percent. Section 125-339, *Yards*, dictates the setbacks within the C-2 zoning district. Properties adjacent to Hooks Street are required to have a building setback of 25 feet. The subject property has a setback of 265' feet from Hooks Street. The subject property has a 40-foot rear building setback compared to the required rear setback of 25 feet. In addition, the property has side setbacks of 40 feet instead of the required 25 feet for a side building setback. The subject property exceeds the minimum setback requirements.

The subject property exceeds the open space requirements of 20 percent, providing 30 percent open space. According to Section 115-14 of the City of Clermont's Land Development Code for



warehouse facilities the subject property is required to provide 1 space per 1,000 square feet of building; however, a parking study was completed by Walsh Engineering which indicates that parking for self-storage facilities should be based on ITE 6th Generation Parking Manual which indicates 8 spaces for the proposed storage facility. The proposed facility is estimated to have 453 storage units. The proposed site plan has a proposed ten (10) parking spaces.

The applicant has also provided architectural facades as a separate attachment which demonstrate the site will meet the architectural design standards for the City of Clermont. The subject property is served by Water and Sewer from the City of Clermont.

Special Condition

A special condition is also respectfully requested regarding the height of retaining walls. It is requested that retaining walls be allowed greater than 6' and no higher than 12'. The site ranges in elevations from 160' NGVD along the northern portion of the site to 95' NGVD along the southern portion of the site. The request is made due to the physical constraints of the site due to the historic use of the site as a borrow pit. Review of historical aerials indicate the site was formerly utilized as a borrow pit from 1958 to approximately 1978. In addition, the costs associated with importing fill to balance the site and utilizing retaining walls of 6' would be a financial burden. Further, the adjacent properties also utilize retaining walls greater than 6'. Please see attached conceptual plan to show the locations of the proposed retaining walls and photos of adjacent developments.

Traffic Impact Analysis

A request for an exemption to a Tier I Traffic Impact Analysis by Walsh Engineering is provided (Appendix A). The proposed project is projected to generate 108 daily trips, of which 11 trips occur during the PM Peak Hour.

Comprehensive Plan Compliance

The subject property is requesting a conditional use permit to for residential storage facilities. The application discourages urban sprawl in accordance with Objective 1.1 of the Future Land Use chapter of the City of Clermont's Comprehensive Plan. The application for the conditional use permit is compliant with Policy 1.1.3 which states:

The City shall encourage infill through the use of higher density and intensity land use designations and mixed-use designations in appropriate locations.

Use of the subject site for a residential storage facility is compatible with the existing commercial uses located along the Hooks Street Corridor and is considered infill development. The proposed facility is in close proximity to end users and review of available data from the Lake County



Property Appraisers Office indicates that within a one-mile radius there are 1,781 residential units (Figure 3). The closest existing storage facility is approximately ½ mile to the west along US Highway 27. The proposed Conditional Use Permit is in compliance with Policy 1.2.4, which states:

The adopted FLUM contains and identifies appropriate locations for the following land use categories which were established to prevent urban sprawl, provide for the protection of natural and historic resources and maximize economic development.

Policy 1.9.5 dictates:

Residential storage facilities shall be allowed as a conditional use within the commercial land use category and shall be limited to 1.00 FAR. This shall not include storage of manufacturing or commercial products.

The subject property is in compliance with Policy 1.9.5.

In accordance with the Smart Growth principles espoused in Objective 1.11, the application has provided architectural facades in compliance with the City of Clermont's architectural design standards. The applicant has adhered to Policy 1.11.4 which states:

Developments that require site plan review and approval shall be evaluated on the use of site and building design that emphasizes beauty, aesthetics, human comfort, creating a sense of place, special placement of civic uses and site and human-scale architecture and amenities, especially at street level.



CITY OF CLERMONT
**CONDITIONAL USE PERMIT
APPLICATION**

Date March 7, 2024		FEE: \$845 + cost of advertisement + cost of traffic review (if necessary)	
Project Name (if applicable) Flex I CRE Investments, LLC			
Applicant LPG Urban & Regional Planners, LLC			
Contact Person Michael Rankin			
Address 1162 Camp Ave.		City Mount Dora	State FL Zip 32757
Telephone 352-385-1940		Fax 352-383-4824	
Email MichaelR@lpgurp.com			
OWNER INFORMATION ☐ (Check box if owner information is same as applicant)			
Owner's Name Flex I CRE Investments, LLC, Eduardo Bontempo, Manager			
Owner Address 8336 Boyla Ct.		City Windermere	State FL Zip 34786
Telephone 352-988-7316		Fax N/A	
PROPERTY INFORMATION			
Address of Subject Property 13125 Hooks Street		City Clermont	State FL Zip 34711
General Location East of US Highway 27 and north of Hooks Street			
Legal Description & Alternate Key (include copy of survey) See Attached - Alternate Key # 1724937			
Land Use (City verification required) Commercial			
Zoning (City verification required) General Commercial (C-2)			



CITY OF CLERMONT
**CONDITIONAL USE PERMIT
APPLICATION**

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

Amend existing CUP (Resolution No. 2024-004R) to include the subject property to allow the use of self-storage. The amendment would change the total square footage of the facility from 74,500 SF to 149,000 SF and the total # of units from 453 to 1150. The closest self-storage facility in the general area is approximately 1/2 mile. Within a 1 mile radius there are approximately 1781 residential units. Storage facilities are needed to serve the surrounding residential development.

Existing development along Hooks Street in this vicinity consists of Goodwill, Ford of Clermont, office, and a convenience store. The proposed use is compatible with the existing commercial uses.

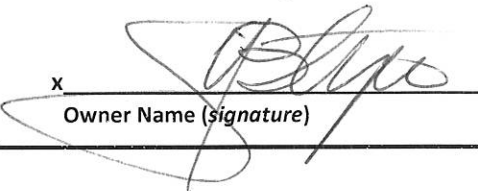
Michael Rankin

Applicant Name (print)

x 
Applicant Name (signature)

Eduardo Bontempo

Owner Name (print)

x 
Owner Name (signature)

*****NOTICE*****

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

City of Clermont

Development Services Department

685 W. Montrose St.

P.O. Box 120219

Clermont, FL 34712-0219

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

5/26/2020

Order Confirmation

Not an Invoice

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City of Clermont-Legals Po Box 120219 Clermont FL 34712-0219
Contact Name:	City Clerk
Contact Phone:	(352) 708-5997
Contact Email:	
PO Number:	

Date:	10/11/2024
Order Number:	10670395
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	44.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	10/28/2024 - 10/28/2024	Govt Public Notices
LEE dailycommercial.com	1	10/28/2024 - 10/28/2024	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	\$71.52
Tax Amount	\$0.00
Service Fee 3.99%	\$2.85
Cash/Check/ACH Discount	-\$2.85
Payment Amount by Cash/Check/ACH	\$71.52
Payment Amount by Credit Card	\$74.37

Order Confirmation Amount	\$71.52
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Ad Preview

LEGAL NOTICE

On Tuesday, November 12, 2024 at 6:30 PM, the Clermont City Council will consider a request for a Conditional Use Permit (2024-025R) to allow for a Self-Storage Facility in the C-2 General Commercial zoning district.

LOCATION

13125 Hooks Street
Vacant parcel located on Hooks
Street
East of US Hwy 27
Alternate Key 1724937
2.29 +/- Acres

The public hearings are held in the Council Chambers of City Hall, located at 685 W. Montrose Street, and are open to public comment. Please call (352) 394-4083, ext. 3 if you have any questions.

The proposed application may be inspected at the City's Development Services Department (1st floor, City Hall) between 8 a.m. and 5 p.m. Monday-Friday.

Please be advised that under state law, any person deciding to appeal a decision made at the public hearings will need a record of the proceedings and may need to ensure a verbatim record is made.

Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public meetings.

Tracy Ackroyd Howe, MMC
City Clerk
10670395 10/28/2024



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date	
Tuesday, November 12, 2024	
Agenda Item Name	
Ordinance No. 2024-038 <i>Final</i> <i>Family Christian Center of Clermont</i>	
Requested Action	
Recommend approval of Ordinance 2024-038.	
Staff Report	
<i>The applicant has requested to table this item to date certain on December 10, 2024.</i> The applicant, Family Christian Center (FCC), is in the process of seeking a loan in order to facilitate the construction of improvements and buildings on their 36 acre property located west of Steve's Road and US 27 intersection. In the process of securing a loan, it was noted that if the property was allowed C-2 General Commercial uses, the appraised value of the property would increase and the loan terms would be more favorable for the church. The FCC has no plans to utilize the property for any C-2 General Commercial uses, but is seeking a rezoning to allow C-2 General Commercial uses in order to secure a more favorable loan. The planned improvements consist of an additional recreational facility, repurposing the current recreational buildings, and expanding the church sanctuary. These improvements and uses have already been approved by the City Council through issuance of various Conditional Use Permits' the church has obtained in the past 26 years. The church was originally approved by City Council under CUP Resolution 1045 in December 1998. Since that time, the church facility has expanded and amended their CUP several times (Resolutions 1365, 1384, 1434, and 2010-04) to include additional uses and buildings on the property. These include, but not limited to; educational components (K-12 school and Pastor College), public park, multi-use building, recreational fields, multi-level parking garage and a 90,000 square foot sanctuary.  A Planned Unit Development (PUD) zoning is being requested since it would allow development flexibility for the project. The proposed PUD Ordinance 2024-038 has applicable conditions from the Conditional Use Permits along with the addition of specific conditions for protection of the City and neighbors. The specific conditions include a 75-foot natural buffer being maintained along the southern and western property boundary along with any C-2 General Commercial uses, which will have to be reviewed and approved by the City Council at a public hearing. In addition, the building height will be limited to the height under the current zoning at 45 feet. No additional uses or	

new buildings are being requested as part of this application. The property would also be regulated under the City's Land Development Code.

While this application request is uncommon, a review of the City's Land Development Code reveals that churches can be allowed in any zoning district, either permitted, such as C-1 Light Commercial; or through a conditional use permit. The current zoning of the property is R-1-A Single Family Low Density with a conditional use permit to allow the existing church facility. A rezoning to a Planned Unit Development with the existing applicable conditions included along with C-2 General Commercial uses, and specific conditions do not appear to change the overall characteristics or function of the church facility. The property has front and access from an arterial roadway, US 27, and it is currently signalized. C-2 General Commercial uses the US 27 roadway. The proposed rezoning is not inconsistent with any provision of the Comprehensive Plan. With the addition of the specific condition that any C-2 General Commercial use site plan be required to go through the public hearing process and be approved by City Council adds a level of protection to the City and neighbors. Staff recommends approval of Ordinance No. 2024-038. *The Planning and Zoning Commission recommended denial 2-2.*

Additional Analysis	
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Fiscal Impact Summary	
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None.

Fiscal Impact	Fund Number and Description	Available Budget Amount
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Exhibits Attached (copies of original agreements)	
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- | | | |
|----|--|--|
| 1. | 10-30-24 postponement FCC | 10-30-24 postponement FCC.pdf |
| 2. | 2024-038 - FCC PUD Rezoning (10.17.2024) | 2024-038 - FCC PUD Rezoning (10.17.2024).pdf |
| 3. | 2024-038 FCC PUD RZ - Legal Ad CC (11.12.24) | 2024-038 FCC PUD RZ - Legal Ad CC (11.12.24).pdf |

John E. Kruse

From: Erin Wysocki <ewysocki@cmhlawyers.com>
Sent: Wednesday, October 30, 2024 3:33 PM
To: John E. Kruse
Cc: Curt Henschel; Jimmy Crawford; d1e1491a6+matter1607786253@maildrop.clio.com
Subject: FCC Hearing Postponement Request

Mr. Kruse,

At the direction of Attorney Crawford and on behalf of our client, we would like to request the postponement of the FCC City Council Hearing to January 28th.

Kind regards,

Erin Wysocki
Assistant to Attorney Jimmy Crawford



Clermont office:

702 W. Montrose St.
Clermont, FL 34711

Tavares office:

380 W. Alfred St.
Tavares, FL 32778

Tel. No. 352-432-8644

Fax No. 352-432-8699

www.cmhlawyers.com

Due to the high volume of emails received, please allow up to two (2) business days for a response. If you need immediate assistance, please contact our office.

This e-mail is sent from the law firm of Crawford, Modica & Holt, Chartered Attorneys at Law and is intended to be read only by the individuals addressed. If you are not the intended recipient, or you otherwise believe you have received this message in error, please notify the sender immediately, delete the e-mail from your computer, and do not disseminate the contents to any other individual or entity. **Note to clients: This e-mail may contain privileged information and dissemination to any other person or entity could destroy the privilege. Further, this firm stores some or all of its electronic mail in the "cloud." While we take all reasonable measures to protect your electronic data, like any other company we can provide no guarantee against electronic data fraud.**



CITY OF CLERMONT
ORDINANCE NO. 2024-038

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:

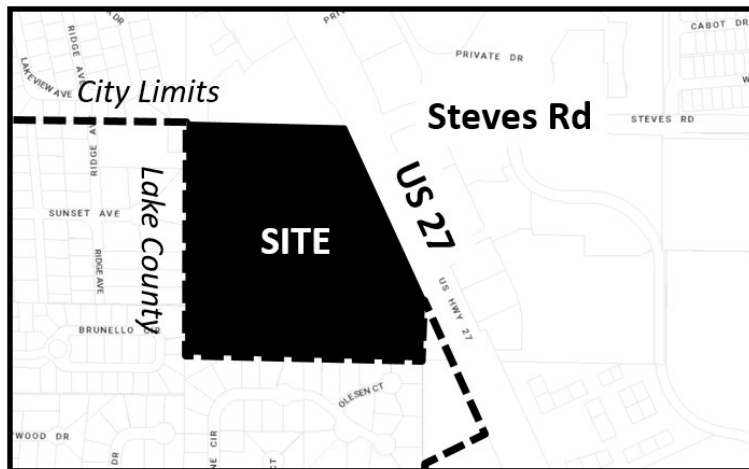
The Official Zoning Map of the City of Clermont, Lake County, Florida, referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances, is hereby amended by rezoning the following described property:

LEGAL DESCRIPTION

Tracts 8 and 9, and that part of Tracts 7 and 10 lying West of Highway No. 27, according to Lake Highlands Plat of Section 32, Township 22 South, Range 26 East, all in Lake County, Florida.

LOCATION:

2500 South US Hwy 27
Family Christian Center of Clermont
West of the Steves Road and US Hwy 27 intersection
Alternate Key 1453429
36 +/- Acres



PROPERTY REZONING

FROM: R-1-A Single Family Low Density Residential
TO: Planned Unit Development (PUD) with C-2 General Commercial Uses



CITY OF CLERMONT
ORDINANCE NO. 2024-038

SECTION 2: GENERAL 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. 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.
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. The development shall comply with all applicable City, County and Florida Department of Transportation access management requirements. A future traffic study may be required; if determined by the City, County, or State, and the Owner shall timely complete all required mitigation and other improvements, as may be applicable.
6. All Fire Department Access for the Project shall be provided in Accordance with the Florida Fire Prevention Code. The Project and all buildings shall meet all requirements for fire protection in accordance to the Florida Fire Prevention Code and City's Land Development Regulations.
7. All utilities shall be designed and installed as per the City's specifications or as amended and approved by City staff.

SECTION 3: LAND USES AND SPECIFIC CONDITIONS

This application for a Planned Unit Development is to allow for the Family Christian Center Church Facility and C-2 General Commercial Uses on the property described above (hereinafter the "Property"); be granted subject to the following conditions:

1. The property shall be developed to allow for the Family Christian Center Church facility for the following purposes, as previously approved under Resolution 2010-04:
 - A. Education Programs to include pre-school through 12th grade, after care program, Christian College, library, summer programs (to include camps & Vacation Bible School), church programs to include food outreach ministry, thrift store, vocational training center, and other special events.

CITY OF CLERMONT
ORDINANCE NO. 2024-038

- B. Recreation Amenities: Public Park which can include, but not limited to, a play ground, water recreation, volley ball courts, tennis courts, swimming pool, baseball diamond, multi-use recreational field with goals, exercise paths, maintenance/storage building not to exceed 5,000 square feet, pavilions, and picnic area. Some of these venues may require an admission fee or cost to participate. These funds will go directly into the Family Christian Center of Clermont, Inc. non-profit (501c3) corporation.
- C. Five multi-use modular buildings to be used for education and administration.
- D. Open outside area to be used for multiple fund raising events (Christmas Tree & Pumpkin sales, etc). Applicable permits will be secured for each event.
- E. Multi-use modular buildings totaling 9,000 square feet to be used for education, administration, church services, and special events.
- F. 67,000 square feet multi-use building (Phased Implementation): May be used for pre-school, school, special events, food services/restaurant, fitness/recreational facility, (rock wall, trampoline, arcade, etc.). Some of these venues will require an admission fee or cost to participate. These funds will go directly into the Family Christian Center of Clermont, Inc. non-profit (501c3) corporation.
- G. 90,000 square feet Church Sanctuary to be used for church services and special events. Support facilities to include: kitchen, cafeteria, bookstore, reception area, pre/post production, audio/video reproduction.
- H. 70,000 square foot multi-use building for Education Programs: pre-school through 12th grade, after care program, Christian College, administration. (Phased Implementation).
- I. 20,000 square foot Storage Facility (maximum): Used for Grounds/Building Maintenance/Storage (Phased Implementation). Multiple buildings allowed, but shall not exceed maximum square footage. Excludes recreation maintenance/storage listed above.
- J. 1,500 Unit Parking Garage (multiple levels).
- K. 100,000 square feet flex building: Recreational and game uses, gymnasium, special events, concerts, cafeteria, bookstore, office space.



CITY OF CLERMONT
ORDINANCE NO. 2024-038

2. A seventy-five (75) foot natural buffer shall be left along the south and west property boundaries, unless existing buildings currently intrude into such buffer, in which case such building intrusion shall be allowed but not extended or increased. Vegetation and trees within the 75-foot buffer shall not be disturbed except as allowed herein. The intent of the buffer is to provide maximum visual and sound barriers to neighboring properties. Disturbance of the 75-foot buffer shall be minimized, and limited to minimal trimming and clearing of trees and brush needed to prevent hazards to persons or property, or in the event of storm damage and/or dead trees and vegetation.
3. Recreation facilities bordering the southern and western property lines shall post the operating hours to be dawn to dusk, but not later than 9:00 P.M. during the summer.
4. A six-foot opaque fence shall be provided at/near the southern property line for the open areas adjacent to the playground activity area. A six-foot black chain link fence shall be provided along the southern property line. Gate access provided for maintenance as needed.
5. The site may be used for C-2 General Commercial uses only if the specific use(s) and the site plan ~~is-are~~ reviewed and approved by the City Council, at a public hearing noticed and advertised in the manner that rezonings are noticed within the City.
6. 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.
7. Maximum building height shall be up to 45 feet, measured at the highest point.
8. The project shall be developed according to the C-2 General Commercial zoning designation in the Land Development Code, unless expressly stated above.

SECTION 4: CONFLICT

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

SECTION 5: SEVERABILITY

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



CITY OF CLERMONT
ORDINANCE NO. 2024-038

SECTION 6: ADMINISTRATIVE CORRECTION

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

SECTION 7: RECORDING

This Ordinance shall be recorded in the Public Records of Lake County, Florida. 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 shall take effect immediately upon its Second Reading and Final Passage.



CITY OF CLERMONT
ORDINANCE NO. 2024-038

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 12th day of November, 2024.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

LEGAL NOTICE

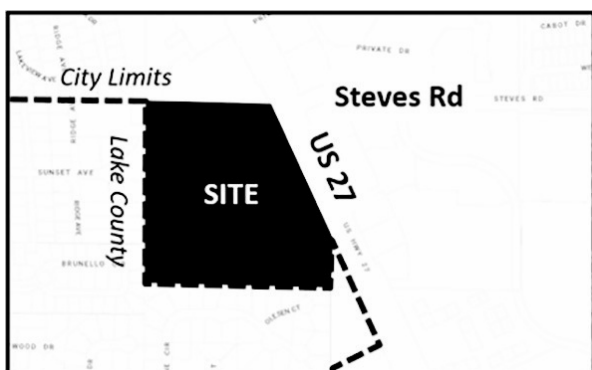
On Tuesday, November 12, 2024 at 6:30 PM the Clermont City Council will consider the enactment of the following proposed ordinance.

ORDINANCE NO. 2024-038

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

2500 South US Hwy 27
Family Christian Center of Clermont
West of the Steves Road and US Hwy 27 intersection
Alternate Key 1453429
36 +/- Acres



PROPERTY REZONING

**From: R-1-A Single Family Low Density Residential
To: Planned Unit Development (PUD) with C-2 General
Commercial uses**

LEGAL DESCRIPTION

Tracts 8 and 9, and that part of Tracts 7 and 10 lying West of Highway No. 27, according to Lake Highlands Plat of Section 32, Township 22 South, Range 26 East, all in Lake County, Florida.

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

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

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

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

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial

Publish Date: October 28, 2024



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, November 12, 2024		
Agenda Item Name		
Ordinance No. 2024-040 <i>Final</i> <i>Firefighters Retirement Pension Plan</i>		
Requested Action		
Staff Report		
Recommend approval of Clermont Firefighters' Retirement Plan - Ordinance to enact pension changes in Collective Bargaining Agreement under Chapter 28 - Pension and Retirement - Article IV - Firefighters' Retirement Plan, Sec. 28-119(a) member contributions, and Sec. 28-144. Deferred Retirement Option Plan (DROP) from 60 months to 96 months.		
Additional Analysis		
Fiscal Impact Summary		
The ordinance reflects changes to employee contributions to the plan, in accordance with the collective bargaining agreement approved 09/10/24. Annual employer contributions are determined by an independent actuarial analysis.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	2024-040 Firefighters Pension Trust Fund Code Amendment (10.08.2024)	2024-040 Firefighters Pension Trust Fund Code Amendment (10.08.2024).pdf
2.	Legal Ad	Legal Ad.pdf



CITY OF CLERMONT
ORDINANCE NO. 2024-040

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE CITY OF CLERMONT FIREFIGHTERS' PENSION TRUST FUND AT CHAPTER 28, ARTICLE IV OF THE CITY OF CLERMONT CODE; PROVIDING PLAN BENEFIT REVISIONS; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Clermont Firefighters are presently provided pension and certain other benefits under Clermont City Code; Chapter 28, Article IV;

WHEREAS, the City and the IAFF Local 4350 have agreed in collective bargaining to certain changes in Pension benefits and member contributions; and

WHEREAS, the City Council desires to amend the provisions of the Firefighters' Retirement Plan to implement the collective bargaining agreement.

NOW, THEREFORE BE IT ORDAINED, by the City Council of the City of Clermont, Lake County, Florida that: (note: strikethrough indicates removed words and underlined indicates added):

SECTION 1. That Chapter 28, Pensions and Retirement, Article IV, Firefighters' Retirement Plan, Sec. 28-119(a), of the Code of Ordinances of the City of Clermont, is hereby amended to read as follows:

Sec. 28-119. – Contributions.

a. *Member contributions.*

(1) *Amount.*

(a) Member contributions will be made as follows:

1. Effective the first full payroll period following October 8, 2024 but not earlier than October 1, 2024, each member of the system are required to make regular contributions to the fund in the amount of 6.5%.
 - a. Effective October 1, 2025, the contribution rate will be 7.5%.
 - b. Effective October 1, 2026, the contribution rate will be 7.5%, however if the City's minimum contribution in the most recent actuarial valuation report (issued prior to 10/1/26) determines a contribution rate that is more than 35% of payroll after chapter 175 monies are applied, then employee contributions will increase to 8.5%.



CITY OF CLERMONT
ORDINANCE NO. 2024-040

- ~~1.~~ 2. Effective the first full payroll period following January 24, 2023, each member of the system ~~was shall be~~ required to make regular contributions to the fund in the amount of five and one-half (5.5%) percent of their salary.
 - ~~2.~~ 3. Prior to January 24, 2023, each member of the system was required to make regular contributions to the fund in the amount of four percent of their salary.
- (b) Member contributions withheld by the city on behalf of the member shall be deposited with the board immediately after each pay period. The contributions made by each member to the fund shall be designated as employer contributions pursuant to Section 414(h) of the code. Such designation is contingent upon the contributions being excluded from the members' gross income for Federal Income Tax purposes. For all other purposes of the system, such contributions shall be considered to be member contributions.

(2) *Method.* Such contributions will ~~shall~~ be made by payroll deduction.

SECTION 2. That Chapter 28, Pensions and Retirement, Article IV, Firefighters' Retirement Plan, Sec. 28-144, of the Code of Ordinances of the City of Clermont, is hereby amended to read as follows:

Sec. 28-144. Deferred retirement option plan (DROP).

- (a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:
- DROP* means the City of Clermont Firefighters' Retirement Plan Deferred Retirement Option Plan.
- DROP account* means the account established for each DROP participant under subsection (c) of this section.
- (b) *Participation.*
- (1) *Eligibility to participate.* In lieu of terminating the member's employment as a firefighter, any member who is eligible for normal retirement under the system may elect to defer receipt of such service retirement pension and to participate in the DROP.
 - (2) *Election to participate.* A member's election to participate in the DROP must be made in writing in a time and manner determined by the board and shall be effective on the first day of the first calendar month which is at least 15 business days after it is received by the board.



CITY OF CLERMONT
ORDINANCE NO. 2024-040

- (3) *Period of participation.* Effective for DROP entries on or after October 1, 2024, a A member who elects to participate in the DROP under subsection (b)(2) of this section shall participate in the DROP for a period not to exceed 96 60 months beginning at the time the member's election to participate in the DROP first becomes effective. An election to participate in the DROP shall constitute an irrevocable election to resign from the service of the city not later than the date provided for in the previous sentence. A member may participate only once. DROP Participants who entered the DROP prior to October 1, 2024 are not eligible for this benefit.

SECTION 3: CONFLICT

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

SECTION 4: SEVERABILITY

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

SECTION 5: CODIFICATION

The text of Section 1 and 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: 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. 2024-040

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 22nd day of October 2024.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

APPROVED AS TO FORM AND LEGALITY:

Daniel F. Mantzaris, City Attorney

Order Confirmation

Not an Invoice

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City of Clermont-Legals Po Box 120219 Clermont FL 34712-0219
Contact Name:	City Clerk
Contact Phone:	(352) 708-5997
Contact Email:	
PO Number:	Ord No. 2024-040

Date:	09/16/2024
Order Number:	10580909
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	62.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	09/24/2024 - 09/24/2024	Govt Public Notices
LEE dailycommercial.com	1	09/24/2024 - 09/24/2024	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	\$99.96
Tax Amount	\$0.00
Service Fee 3.99%	\$3.99
Cash/Check/ACH Discount	-\$3.99
Payment Amount by Cash/Check/ACH	\$99.96
Payment Amount by Credit Card	\$103.95

Order Confirmation Amount	\$99.96
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Ad Preview

LEGAL NOTICE

Notice is hereby given that the City of Clermont will consider the enactment of the following proposed ordinance at a public hearing on Tuesday, October 8, 2024 at 6:30 PM for the final reading and ordinance adoption

ORDINANCE NO. 2024-040

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE CITY OF CLERMONT FIREFIGHTERS' PENSION TRUST FUND AT CHAPTER 28, ARTICLE IV OF THE CITY OF CLERMONT CODE; PROVIDING PLAN BENEFIT REVISIONS; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

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

This Ordinance is available for public inspection in the City Clerk's Office, Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.

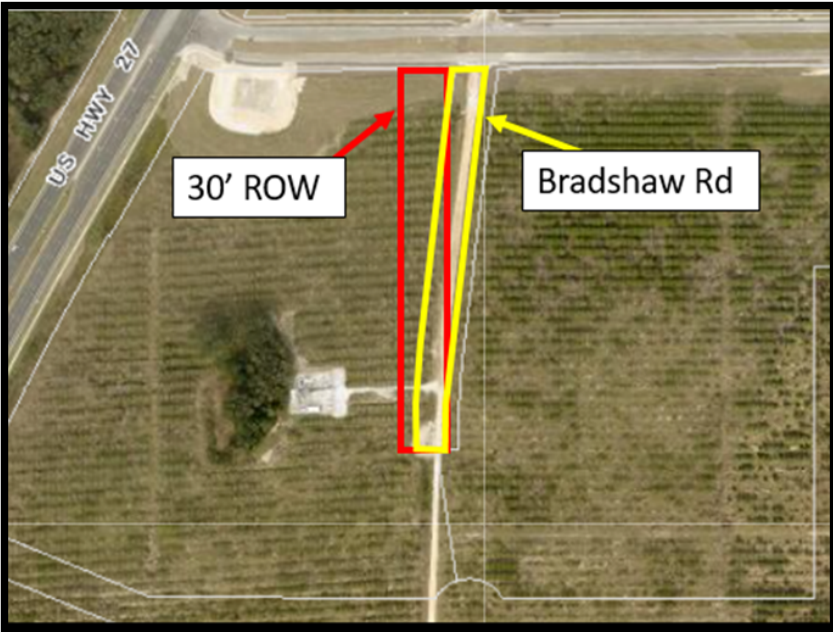
All interested parties will be given an opportunity to express their views on this matter.

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

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
September 24, 2024

AGENDA ITEM

Meeting Date		
Tuesday, November 12, 2024		
Agenda Item Name		
Ordinance No. 2024-042 <i>Final</i> <i>Bradshaw Road ROW Vacation</i>		
Requested Action		
Recommend approval of Ordinance 2024-042.		
Staff Report		
The applicant, PRM Clermont and Adventist Health System, is requesting the vacation of two street right-of-ways. They are located east of US 27 and south of Wellness Way and are located between the ongoing Integra Development and future Advent Health Development. One of the right-of-ways is an old platted undeveloped 30 foot strip. It was created with the Monte Vista Park Farms plat in 1914. The second right-of-way is the clay maintained North Bradshaw Road that was previously under Lake County's authority and was transferred to the City through a road agreement in July of this year. This transfer was based upon the developer, PRM Clermont, funding and constructing a new roadway in this area as part of the development plans to serve the two projects. The new roadway will be dedicated to the City but will be privately maintained in perpetuity by the developer, as recorded in PUD Ordinance 2022-033, Section 3, Item 18. In order for this roadway to be constructed, abandonment and vacation of the existing right-of-way are required. The developer is in the stage of proceeding with the road construction. Staff recommends the vacation request of the two (2) right-of-ways.		
		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)	
1. 2024-042 Bradshaw ROW Vacate (10.14.24)	2024-042 Bradshaw ROW Vacate (10.14.24).pdf
2. Maps	Maps.pdf
3. Bradshaw Road Transfer Agreement	Bradshaw Road Transfer Agreement.pdf
4. Application	Application.pdf
5. Ord 2024-042 Legal Ad FINAL	Ord 2024-042 Bradshaw Rd ROW Legal Ad FINAL.pdf



CITY OF CLERMONT
ORDINANCE NO. 2024-042

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, CLOSING AND PERMANENTLY ABANDONING A PORTION OF NORTH BRADSHAW ROAD (MAINTAINED CLAY ROAD) AND AN UNNAMED 30 FOOT PLATTED RIGHT-OF-WAY, ACCORDING TO THE PLAT OF MONTE VISTA PARK FARMS, RECORDED IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS BELOW; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND EFFECTIVE DATE.

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

SECTION 1: LEGAL DESCRIPTION

THAT PORTION OF MAINTAINED NORTH BRADSHAW ROAD AND A PORTION OF UNVACATED PLATTED RIGHT OF WAY AS DEPICTED ON THE PLAT OF MONTE VISTA PARK FARMS AS RECORDED IN PLAT BOOK 2, PAGE 27, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; SAID LANDS LYING SOUTH OF SCHOFIELD ROAD AND NORTH OF AND ADJACENT TO THE NORTHERLY LIMITS OF SAID PLATTED RIGHT OF WAY, VACATED IN RESOLUTION 2019-15 AND RECORDED IN OFFICIAL RECORDS BOOK 5240, PAGE 172, LYING IN SECTION 21 TOWNSHIP 23 SOUTH, RANGE 26 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

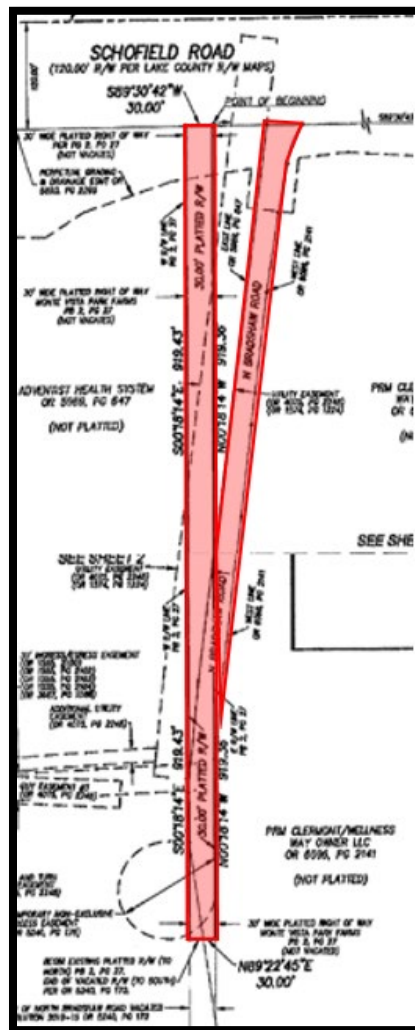
COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 21; THENCE S89°30'42"W ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 1424.92 FEET; THENCE DEPARTING SAID SOUTH LINE RUN S00°13'39"E, A DISTANCE OF 120.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SCHOFIELD ROAD (120.00' WIDE RIGHT OF WAY PER LAKE COUNTY RIGHT OF WAY MAP) PER OFFICIAL RECORDS BOOK 5299, PAGE 77 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN S89°30'42"W ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1097.92 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S89°30'42"W, A DISTANCE OF 39.80 FEET TO THE EAST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5969, PAGE 647 OF SAID PUBLIC RECORDS; THENCE RUN SOUTHERLY ALONG SAID EAST LINE THE FOLLOWING THREE COURSES AND DISTANCES: S06°57'50"W, A DISTANCE OF 633.68 FEET; THENCE RUN S05°33'59"W, A DISTANCE OF 126.40 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF 14°06'51", A CHORD BEARING OF S01°29'26"E AND A CHORD DISTANCE OF 56.51 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 56.66 FEET TO THE POINT OF TANGENCY; THENCE RUN S08°32'51"E, A DISTANCE OF 109.94 FEET TO THE NORTH LINE OF THE VACATED PLATTED RIGHT OF WAY RECORDED IN OFFICIAL RECORDS BOOK 5240, PAGE 172 OF SAID PUBLIC RECORDS; THENCE RUN N89°22'45"E, ALONG SAID NORTH LINE, A

CITY OF CLERMONT
ORDINANCE NO. 2024-042

DISTANCE OF 13.96 FEET TO THE EAST RIGHT OF WAY LINE OF SAID UNVACATED PLATTED RIGHT OF WAY; THENCE RUN N00°18'14"W ALONG SAID EAST RIGHT OF WAY, A DISTANCE OF 202.17 FEET TO A POINT ON THE EAST MAINTAINED RIGHT OF WAY LINE OF SAID NORTH BRADSHAW ROAD; THENCE RUN NORTHERLY ALONG SAID MAINTAINED RIGHT OF WAY LINE THE FOLLOWING SIX COURSES AND DISTANCES: N06°05'35"E, A DISTANCE OF 267.41 FEET; THENCE RUN N06°23'23"E, A DISTANCE OF 103.82 FEET; THENCE RUN N06°35'04"E, A DISTANCE OF 149.67 FEET; THENCE RUN N08°20'51"E, A DISTANCE OF 90.41 FEET; THENCE RUN N10°17'58"E, A DISTANCE OF 55.91 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 94.63 FEET; A CENTRAL ANGLE OF 28°47'52", A CHORD DISTANCE OF 47.06 FEET AND A CHORD BEARING OF N20°47'39"E; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 47.56 FEET TO THE POINT OF BEGINNING.

LESS GRADING AND DRAINAGE EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 5803, PAGE 2299 OF SAID PUBLIC RECORDS

Hereafter called "Vacated Parcel."





CITY OF CLERMONT
ORDINANCE NO. 2024-042

SECTION 2: AUTHORITY

The Vacated Parcel is hereby closed and vacated by the City of Clermont. The closing is done pursuant to the authority of the Charter of the City of Clermont, Lake County, Florida and the general laws of the State of Florida.

SECTION 3: CONFLICT

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

SECTION 4: SEVERABILITY

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

SECTION 5: ADMINISTRATIVE CORRECTION

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

SECTION 6: RECORDING

This Ordinance shall be recorded in the Public Records of Lake County, Florida and at the Applicant's expense.

SECTION 7: PUBLICATION AND EFFECTIVE DATE

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



CITY OF CLERMONT
ORDINANCE NO. 2024-042

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 12th day of November 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

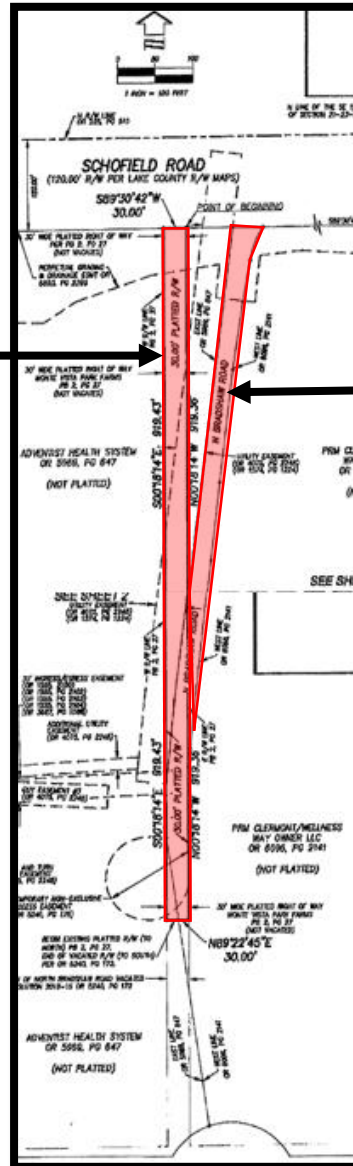
Bradshaw Road and Monte Vista Park Farms R/W Vacation Request



Bradshaw Road and Monte Vista Park Farms R/W Vacation Request

30 foot right-of-way
from 1914 plat

Existing clay Bradshaw Road according
to Lake County maintenance maps



**ROAD TRANSFER AGREEMENT
(North Bradshaw Road)**

THIS IS A ROAD TRANSFER AGREEMENT ("Agreement") by and between Lake County, Florida, a political subdivision of the State of Florida ("County") and the City of Clermont, a municipal corporation ("City"), collectively the "parties," regarding construction improvements to North Bradshaw Road, transfer of jurisdiction and maintenance of North Bradshaw Road, and transfer of a temporary access easement.

WHEREAS, Section 163.01, Florida Statutes, provides that local governments may enter into interlocal agreements to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, Section 335.0415, Florida Statutes, provides that public roads may be transferred between jurisdictions by mutual agreement of the affected governmental entities; and

WHEREAS, prior to execution of this Agreement, North Bradshaw Road comprises of a County-maintained clay road beginning at Wellness Way and continuing approx. south 920 feet to the Cell Tower driveway, consisting of approximately +/- .544 acres together with a platted right-of-way per Plat Book 2, Page 27 Public Records of Lake County, Florida (Exhibit A) and maintained right of way (Exhibit B); and

WHEREAS, the County and the City desire to transfer jurisdiction of North Bradshaw Road to the City, to coincide with development occurring within the City with PRM Clermont/Wellness Way Owner LLC and/or Advent Health/System/Sunbelt, Inc, in which the City will handle permitting and management of the construction of the road improvements by the Developer(s); and

WHEREAS, the City has adopted Ordinance No. 2022-033, recorded at Official Records Book 6078, Page 1990, Public Records of Lake County, Florida which incorporates a Development Agreement dated October 22, 2019, and recorded in Official Records Book 5409, Page 1579 of the public records of Lake County, Florida, that obligates a developer to performing roadway improvements to North Bradshaw Road, the "Project"; and

WHEREAS, the County and the City agree that entry of this Agreement between them benefits residents of both jurisdictions and is in the best interests of the public health, safety and

welfare of all residents of Lake County.

NOW THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, premises, and covenants hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

1. **Legal Findings of Fact.** The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Agreement upon adoption hereof.

2. **County Obligations.**

A. In accordance with Section 335.0415, Florida Statutes, the County transfers to the City any and all jurisdiction, ownership interest, operation and maintenance responsibilities that the County may have in North Bradshaw Road, in its entirety, boundaries as depicted in the legal description and sketch attached hereto and incorporated herein as **Exhibit A** and **Exhibit B**. The transfer of the County's ownership interest of North Bradshaw Road to the City shall be effective upon the effective date of this Agreement (the "Effective Date of the Transfer") and documents shall be recorded to reflect the transfer, as detailed below. Additionally, the County transfers ownership and maintenance responsibilities to the City of any and all of County's ownership interest, operation and maintenance responsibilities and obligations and rights of any kind associated with the Temporary Non-Exclusive Access Easement, recorded in the Public Records of Lake County, Florida, at Official Record Book 5240, Page 178, attached hereto and incorporated herein as **Exhibit C**.

B. The County will continue to maintain North Bradshaw Road until the City approves the Developer's plans and permits the Developer to begin work on North Bradshaw Road. Once the City has permitted the North Bradshaw Road improvements, the maintenance responsibilities will be transferred to the City (the "Maintenance Transfer Date"). The parties contemplate that the City will assign certain maintenance tasks to the Developer by separate agreement. In no event shall the Maintenance Transfer Date be later than one (1) year from the date of recording this Agreement. From the Effective Date of Transfer and until the Maintenance Transfer Date, the City hereby grants to the County a license to enter North Bradshaw Road as necessary to perform its maintenance responsibilities.

3. **City Obligations.**

A. As of the Effective Date of the Transfer, the City accepts any and all of

County's ownership interest of North Bradshaw Road, in its entirety. As of the Maintenance Transfer Date, the City accepts any and all of County's operation and maintenance responsibilities of North Bradshaw Road, in its entirety.

B. The City will record an Affidavit Affecting Real Property pursuant to Section 695.26, Florida Statutes, which shall be in substantially similar form to the Affidavit attached hereto and incorporated herein as Exhibit D, reflecting the transfer of maintenance responsibilities on the Maintenance Transfer Date. City will cooperate fully to execute this Affidavit and with any requests of County related to this Affidavit.

C. Additionally, the City accepts the transfer of ownership and maintenance responsibilities from the County of any and all of County's ownership interest, operation and maintenance responsibilities and obligations and rights of any kind associated with the Temporary Non-Exclusive Access Easement attached hereto and incorporated herein as Exhibit C. The County will record an Assignment and Assumption of Easement Deed ("Easement Deed") reflecting the transfer. The City will cooperate fully to execute this Easement Deed and with any requests of County related to this Easement Deed.

4. **Termination.** This Agreement cannot be terminated unless mutually agreed upon by the parties in writing.

5. **Modifications.** Unless otherwise specified herein, no modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality and of equal dignity herewith.

6. **Notices.** All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

COUNTY

Lake County
County Manager
P.O. Box 7800
Tavares, Florida 32778

CITY

City of Clermont
City Manager
685 W. Montrose Street
Clermont, Florida 34711

A. All notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States mail, return receipt

requested, or (3) sent by Federal Express or other equivalent overnight letter delivery company.

B. The effective date of such notices shall be the date personally delivered, or if sent by certified mail, the date the notice was signed for, or if sent by overnight letter delivery company, the date the notice was delivered by the overnight letter delivery company.

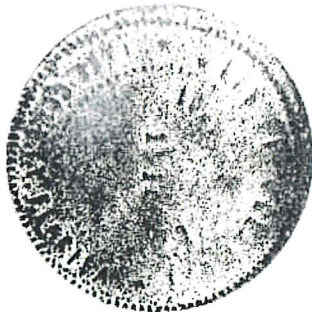
C. Parties may designate other parties or addresses to which notice shall be sent by notifying, in writing, the other party in a manner designated for the filing of notice hereunder.

7. **Entire Agreement.** This document embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein.

8. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it shall be considered deleted herefrom, and shall not invalidate the remaining provisions.

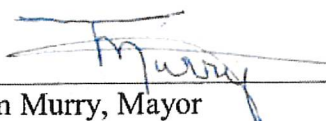
9. **Effective Date.** This Agreement shall become effective upon the date the last party hereto executes it. The transfer shall become effective on the effective date of the transfer as defined in paragraph 2.B., above.

IN WITNESS WHEREOF, the parties through their duly authorized representatives have signed and entered this agreement on the dates under each signature.



CITY

CITY OF CLERMONT, FLORIDA



Tim Murry, Mayor

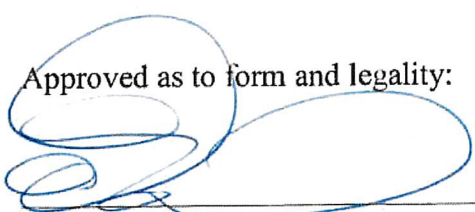
This 23 day of July, 2024.

ATTEST:



City Clerk

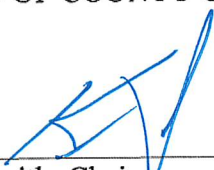
Approved as to form and legality:



City Attorney

COUNTY

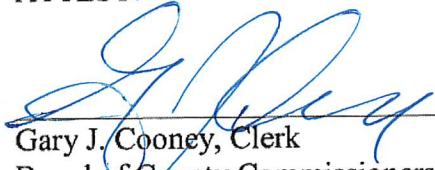
LAKE COUNTY, FLORIDA by and through its
BOARD OF COUNTY COMMISSIONERS



Kirby Smith, Chairman

This 29th day of August, 2024.

ATTEST:



Gary J. Cooney, Clerk
Board of County Commissioners
of Lake County, Florida



Approved as to form and legality:

Melanie Marsh 8/27/24

Melanie Marsh
County Attorney

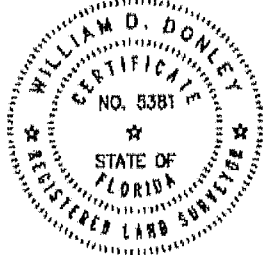
EXHIBIT A: EXISTING PLATTED RIGHT OF WAY

LEGAL DESCRIPTION:

THAT CERTAIN 30.00 FOOT WIDE PLATTED UNNAMED RIGHT OF WAY AS RECORDED AND SHOWN ON THE PLAT OF MONTE VISTA PARK FARMS, PLAT BOOK 2, PAGE 27, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTION 21 TOWNSHIP 23 SOUTH, RANGE 26 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 21; THENCE S89°30'42"W ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 1424.92 FEET; THENCE DEPARTING SAID SOUTH LINE RUN S00°13'39"E, A DISTANCE OF 120.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SCHOFIELD ROAD (120.00' WIDE RIGHT OF WAY PER LAKE COUNTY RIGHT OF WAY MAP) AS RECORDED IN OFFICIAL RECORDS BOOK 5299, PAGE 77 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN S89°30'42"W ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1199.92 FEET TO THE EAST RIGHT OF WAY OF A 30.00 FOOT WIDE PLATTED UNNAMED RIGHT OF WAY, AS RECORDED AND SHOWN ON THE PLAT OF MONTE VISTA PARK FARMS, PLAT BOOK 2, PAGE 27, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE CONTINUE S89°30'42"W ALONG SAID SOUTH RIGHT OF WAY, A DISTANCE OF 30.00 FEET TO THE WEST RIGHT OF WAY OF SAID UNNAMED PLATTED ROAD; THENCE DEPARTING SAID SOUTH RIGHT OF WAY, RUN S00°18'14"E, ALONG SAID WEST RIGHT OF WAY, A DISTANCE OF 919.43 FEET TO THE NORTHERN LIMITS OF SAID PLATTED RIGHT OF WAY AS VACATED IN RESOLUTION 2019-15 AND RECORDED IN OFFICIAL RECORDS BOOK 5240, PAGE 172 OF SAID PUBLIC RECORDS; THENCE RUN N89°22'45"E, ALONG THE NORTH LINE OF SAID VACATED RIGHT OF WAY, A DISTANCE OF 30.00 FEET TO THE EAST RIGHT OF WAY OF SAID UNNAMED PLATTED ROADWAY; THENCE RUN N00°18'14"W, ALONG SAID EAST RIGHT OF WAY, A DISTANCE OF 919.38 FEET TO THE POINT OF BEGINNING.

CONTAINING: 27581.929 SQUARE FEET OR 0.63 ACRES.



William D Donley
Digitally signed by William D Donley
Date: 2023.09.07 08:18:47 -04'00'

WILLIAM D. DONLEY
PROFESSIONAL SURVEYOR & MAPPER
LICENSE NUMBER LS 5381
NOT VALID WITHOUT THE SIGNATURE AND
SEAL LICENSED SURVEYOR AND MAPPER.

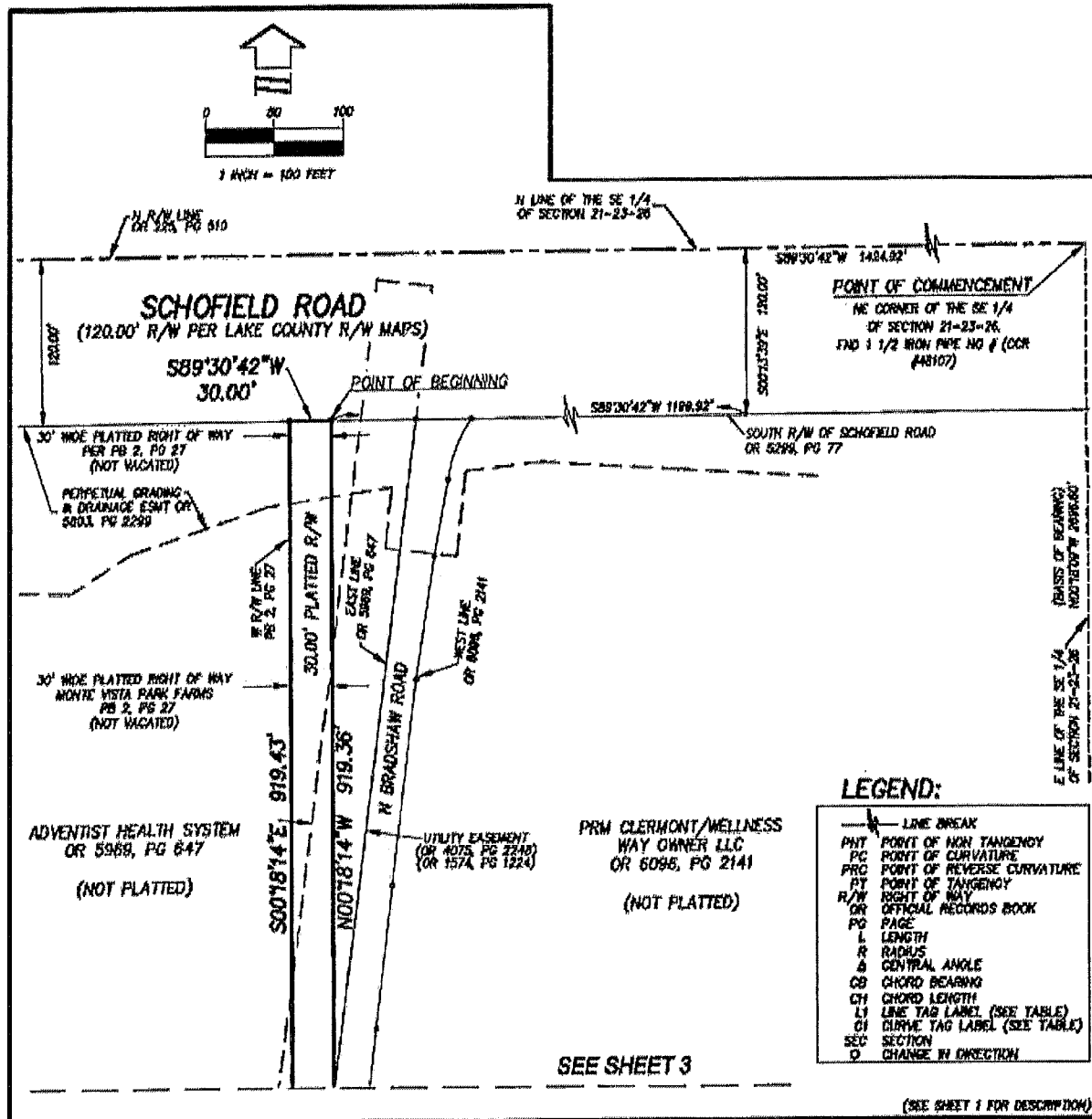
SKETCH NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT, AS ESTABLISHED FROM THE FLORIDA PERMANENT REFERENCE NETWORK, DERIVING A BEARING OF N00°18'00"W ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 23 SOUTH, RANGE 26 EAST.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5917.050-1.052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.
5. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.042(3).
6. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WILLIAM D. DONLEY, PSM 5381, ON 09/06/2023, PER FAC 5J-17.042(2). (SEE SHEET 2 FOR SKETCH)

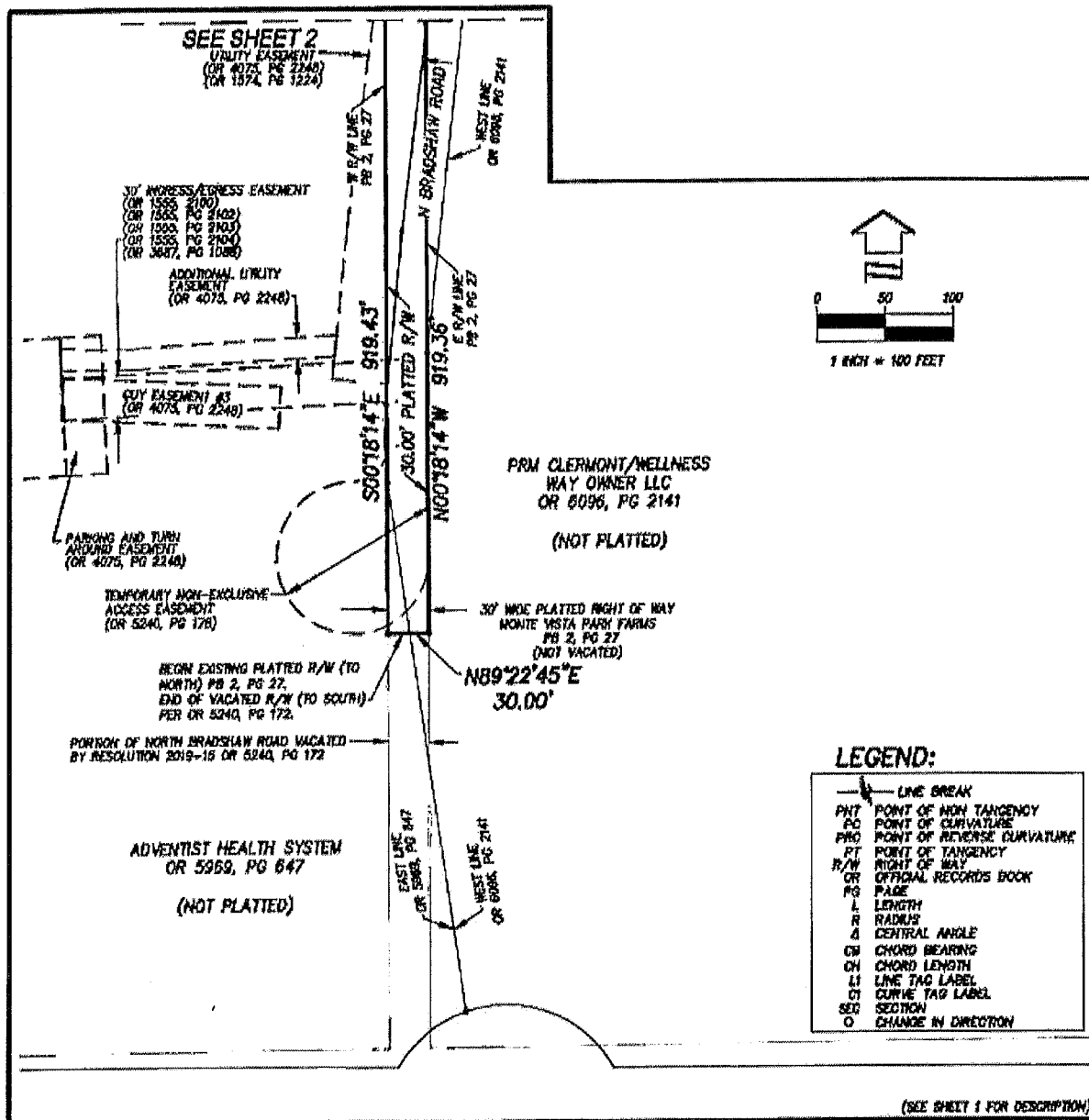
SKETCH AND DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH AND DESCRIPTION —OF— R/W VACATION MONTE VISTA PARK FARMS SECTION 21, TOWNSHIP 23 SOUTH, RANGE 26 EAST LAKE COUNTY, FLORIDA	DONLEY CONSULTING GROUP, LLC 210 PARKTOWNE BOULEVARD, SUITE 1 EDGEWATER, FLORIDA 32132 PHONE: 407.847.4552 WWW.DONLEYCONSULTING.COM CERTIFICATE OF AUTHORIZATION NO. LB 8501 SHEET 1 OF 3	PREPARED FOR: INTEGRA LAND COMPANY DATE: 08/25/23 REV DATE: PROJ: 104.001 DRAWN BY: MDO CHECKED BY: MDO
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ROAD TRANSFER AGREEMENT – NORTH BRADSHAW ROAD



SKETCH AND DESCRIPTION —OF— R/W VACATION MONTE VISTA PARK FARMS SECTION 21, TOWNSHIP 23 SOUTH, RANGE 26 EAST LAKE COUNTY FLORIDA	DONLEY CONSULTING GROUP, LLC 210 PARKTOWNE BOULEVARD, SUITE 1 EDGEWATER, FLORIDA 32132 PHONE: 407.947.4552 WWW.DONLEYCONSULTING.COM CERTIFICATE OF AUTHORIZATION NO. LB 8501 SHEET 2 OF 3	PREPARED FOR: INTEGRA LAND COMPANY DATE: 09/05/23 REV DATE: PROJ: 100.001 DRAWN BY: MOD CHECKED BY: MOD
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SKETCH AND DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH AND DESCRIPTION

—OF—

R/W VACATION
MONTE VISTA PARK FARMS

SECTION 21, TOWNSHIP 33 SOUTH, RANGE 26 EAST

LAKE COUNTY

FLORIDA

DONLEY CONSULTING
GROUP, LLC

210 PARKTOWNE BOULEVARD, SUITE 1
EDGEWATER, FLORIDA 32132
PHONE: 407.947.4552
WWW.DONLEYCONSULTING.COM
CERTIFICATE OF AUTHORIZATION NO. LB 6501

SHEET 3 OF 3

PREPARED FOR:

INTEGRA LAND COMPANY

DATE: 09/05/23
REV DATE:

PROJ: 108.001
DRAWN BY: MDD
CHECKED BY: MDD

EXHIBIT B:
NORTH BRADSHAW ROAD (MAINTAINED CLAY ROAD)

[SEE ATTACHED]

LEGAL DESCRIPTION:

A PORTION OF SECTION 21 TOWNSHIP 23 SOUTH, RANGE 28 EAST, LYING EAST OF US HIGHWAY 27, AND SOUTH OF SCHOFIELD ROAD, LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 21; THENCE S89°30'42"W ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 1424.92 FEET; THENCE DEPARTING SAID SOUTH LINE RUN S00°13'39"E, A DISTANCE OF 120.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SCHOFIELD ROAD (120.00' WIDE RIGHT OF WAY PER LAKE COUNTY RIGHT OF WAY MAP) AS RECORDED IN OFFICIAL RECORDS BOOK 5299, PAGE 77 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN S89°30'42"W ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1097.92 FEET TO THE POINT OF BEGINNING; SAID POINT BEING ON THE EASTERLY MAINTAINED RIGHT OF WAY OF NORTH BRADSHAW ROAD (A COUNTY GRADED DIRT ROAD) AND THE BEGINNING OF A NON TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 94.63 FEET, A CENTRAL ANGLE OF 28°47'52"W, A CHORD BEARING OF S20°47'39"W AND A CHORD DISTANCE OF 47.06 FEET; THENCE RUN SOUTHWESTERLY ALONG SAID MAINTAINED RIGHT OF WAY AND THE ARC OF SAID CURVE, A DISTANCE OF 47.56 FEET TO THE END OF SAID CURVE; THENCE CONTINUE ALONG SAID EASTERLY MAINTAINED RIGHT OF WAY, THE FOLLOWING EIGHT COURSES AND DISTANCES: S10°17'58"W, A DISTANCE OF 55.91 FEET; THENCE RUN S08°20'51"W, A DISTANCE OF 90.41 FEET; THENCE RUN S06°35'04"W, A DISTANCE OF 149.67 FEET; THENCE RUN S06°23'23"W, A DISTANCE OF 103.82 FEET; THENCE RUN S06°05'35"W, A DISTANCE OF 267.41 FEET; THENCE RUN S02°47'10"W, A DISTANCE OF 202.52 FEET; THENCE RUN S02°28'39"W, A DISTANCE OF 159.98 FEET; THENCE RUN S01°28'43"W, A DISTANCE OF 153.82 FEET TO A POINT ON THE SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5969, PAGE 647 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN N89°50'54"W, ALONG SAID SOUTH LINE, A DISTANCE OF 18.00 FEET TO A POINT ON THE WESTERLY MAINTAINED RIGHT OF WAY OF SAID NORTH BRADSHAW ROAD; THENCE RUN NORTHERLY ALONG SAID WESTERLY MAINTAINED RIGHT OF WAY THE FOLLOWING TEN COURSES AND DISTANCES: N01°28'43"E, A DISTANCE OF 154.39 FEET; THENCE RUN N02°27'55"E, A DISTANCE OF 139.17 FEET; THENCE RUN N02°40'03"E, A DISTANCE OF 204.79 FEET; THENCE RUN N04°34'03"E, A DISTANCE OF 139.70 FEET; THENCE RUN N06°23'16"E, A DISTANCE OF 140.05 FEET; THENCE RUN N07°51'45"E, A DISTANCE OF 103.65 FEET; THENCE RUN N06°39'55"E, A DISTANCE OF 149.81 FEET; THENCE RUN N07°24'01"E, A DISTANCE OF 89.92 FEET; THENCE RUN N00°04'03"W, A DISTANCE OF 39.58 FEET TO A POINT ON THE EAST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5969, PAGE 647, OF SAID PUBLIC RECORDS; THENCE N06°58'01"E, ALONG SAID EAST LINE AND THE WESTERLY MAINTAINED RIGHT OF WAY OF NORTH BRADSHAW ROAD, A DISTANCE OF 57.38 FEET TO THE SOUTH RIGHT OF WAY OF SCHOFIELD ROAD; THENCE RUN N89°30'42"E, A DISTANCE OF 39.80 FEET TO THE POINT OF BEGINNING.

CONTAINING: 24647.7571 SQUARE FEET OR 0.57 ACRES.

Digitally signed by William D Donley
Date: 2023.09.07
08:16:40 -04'00'

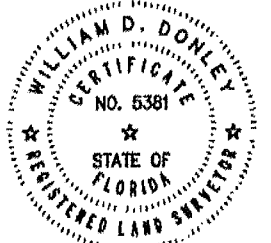
WILLIAM D. DONLEY
PROFESSIONAL SURVEYOR & MAPPER
LICENSE NUMBER LS 5381
NOT VALID WITHOUT THE SIGNATURE AND
SEAL LICENSED SURVEYOR AND MAPPER.

SKETCH NOTES:

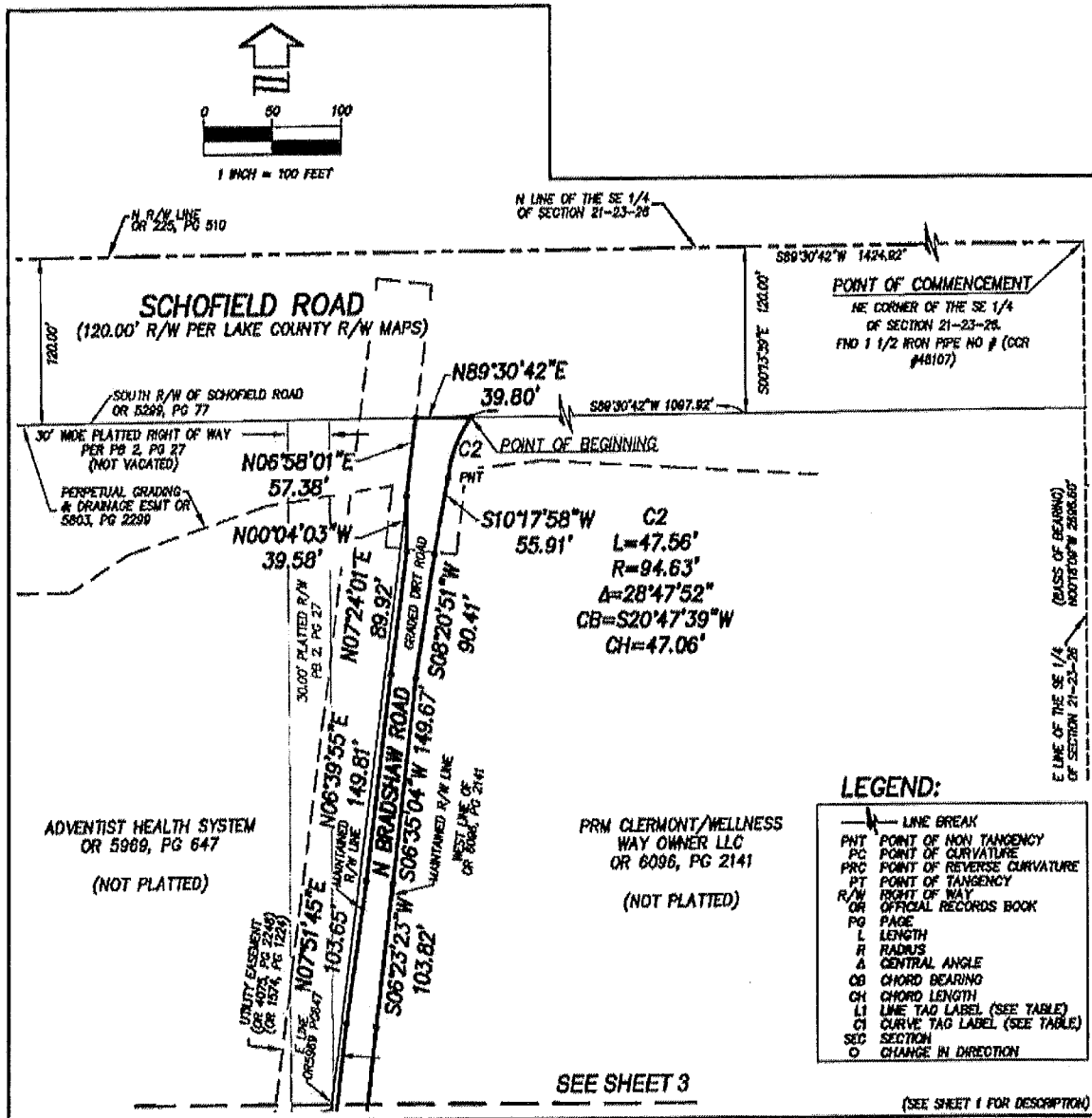
1. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT, AS ESTABLISHED FROM THE FLORIDA PERMANENT REFERENCE NETWORK, DERIVING A BEARING OF N00°18'09"W ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 23 SOUTH, RANGE 28 EAST.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5A7.050-052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.
5. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5A-17.002(3).
6. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WILLIAM D. DONLEY, PSM 5381, ON 09/08/2023, PER FAC 5A-17.002(2).

(SEE SHEET 2 FOR SKETCH)

SKETCH AND DESCRIPTION ONLY. THIS IS NOT A SURVEY.

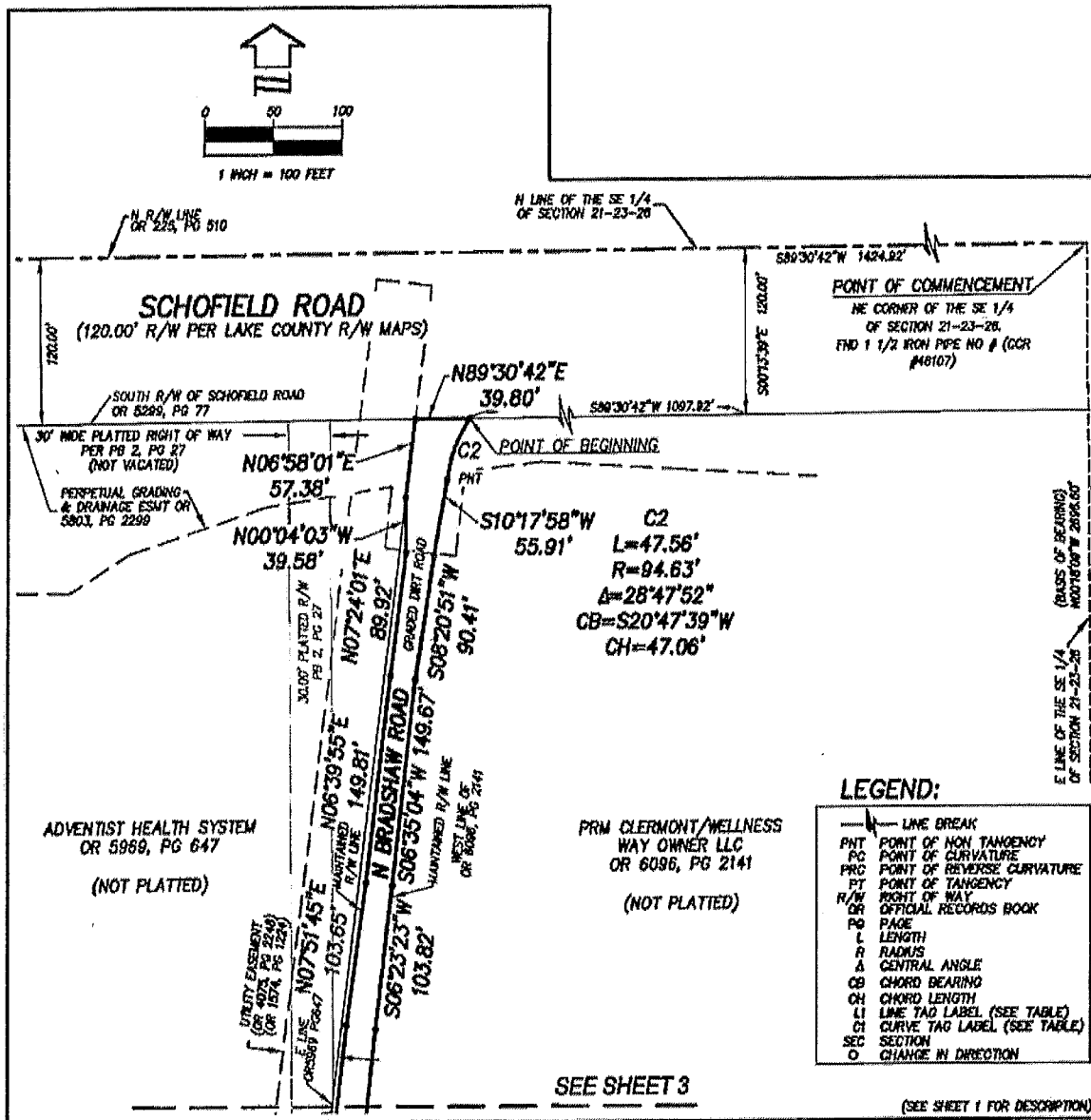
	DONLEY CONSULTING GROUP, LLC 210 PARKTOWNE BOULEVARD, SUITE 1 EDGEWATER, FLORIDA 32132 PHONE: 407.847.4552 WWW.DONLEYCONSULTING.COM CERTIFICATE OF AUTHORIZATION NO. LB 8501 SHEET 1 OF 3	SKETCH AND DESCRIPTION PREPARED FOR: INTEGRA LAND COMPANY -OF- MAINTAINED R/W N BRADSHAW ROAD SECTION 21, TOWNSHIP 23 SOUTH, RANGE 28 EAST LAKE COUNTY, FLORIDA DATE: 09/05/23 REV DATE: PROJ: 108.001 DRAWN BY: MDD CHECKED BY: MDD
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ROAD TRANSFER AGREEMENT – NORTH BRADSHAW ROAD



SKETCH AND DESCRIPTION —OF— MAINTAINED R/W N BRADSHAW ROAD SECTION 21, TOWNSHIP 23 SOUTH, RANGE 26 EAST LAKE COUNTY FLORIDA	DONLEY CONSULTING GROUP, LLC 210 PARKTOWNE BOULEVARD, SUITE 1 EDGEWATER, FLORIDA 32132 PHONE: 407.847.4552 WWW.DONLEYCONSULTING.COM CERTIFICATE OF AUTHORIZATION NO LB 8501 SHEET 2 OF 3	PREPARED FOR: INTEGRA LAND COMPANY DATE: 09/03/23 REV DATE: PROJ: 108.001 DRAWN BY: WCO CHECKED BY: WCO
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ROAD TRANSFER AGREEMENT – NORTH BRADSHAW ROAD



SKETCH AND DESCRIPTION —OF— MAINTAINED R/W N BRADSHAW ROAD SECTION 21, TOWNSHIP 23 SOUTH, RANGE 20 EAST LAKE COUNTY FLORIDA	DONLEY CONSULTING GROUP, LLC 210 PARKTOWNE BOULEVARD, SUITE 1 EDGEWATER, FLORIDA 32132 PHONE: 407.947.4562 WWW.DONLEYCONSULTING.COM CERTIFICATE OF AUTHORIZATION NO LB 8501 SHEET 2 OF 3	PREPARED FOR: INTEGRA LAND COMPANY DATE: 09/05/23 REV DATE: PROJ: 108.001 DRAWN BY: MDD CHECKED BY: MDD
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EXHIBIT C:
TEMPORARY NON-EXCLUSIVE ACCESS EASEMENT FOR CUL-DE-SAC

(see attached)

ROAD TRANSFER AGREEMENT – NORTH BRADSHAW ROAD

INSTRUMENT#: 2019020766 OR BK 5240 PG 178 PAGES: 8 2/25/2019 9:03:46 AM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT & COMPTROLLER, LAKE COUNTY, FLORIDA
REC FEES: \$69.50 DEED DOC:\$0.70

This instrument prepared by:

Taylor D. Ward, Esquire
Akerman LLP
420 S. Orange Avenue, Suite 1200
Orlando, Florida 32801

[SPACE ABOVE THIS LINE FOR RECORDING DATA]

**TEMPORARY NON-EXCLUSIVE ACCESS AND
EASEMENT AGREEMENT**

THIS TEMPORARY NON-EXCLUSIVE ACCESS AND EASEMENT AGREEMENT (this "Agreement") is made by and between CLONTS GROVES, INC., a Florida corporation, whose address is P.O. Box 622916, Oviedo, Florida 32762-2916 (the "Grantor") and LAKE COUNTY FLORIDA, a political subdivision of the State of Florida, whose address is P.O. Box 7800, Tavares, Florida 32778-7800 (the "Grantee"). The Effective Date shall be the last date on which either Grantor or Grantee shall have executed this Agreement.

RECITALS

A. Grantor is the owner of certain real property located in Lake County, Florida which is more particularly described on Exhibit "A" attached hereto and by reference made a part hereof (the "Grantor Property").

B. Grantee requires that Grantor grant an easement over a portion of the un-platted property of the Grantor which is contiguous to the Grantor Property and is more particularly described on Exhibit "B" attached hereto and by this reference incorporated herein (the "Cul-de-Sac Parcel").

C. Grantor has agreed to grant the Grantee an Easement (as hereinafter defined) over the Cul-de-Sac Parcel subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the sum of ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties acknowledge and agree that the foregoing Recitals are true and correct and are hereby incorporated in this Agreement for all purposes.

2. Grant of Easement. Grantor does hereby give, declare, establish, grant and convey to Grantee and its assigns, a temporary non-exclusive easement for access purposes in, over, across, through and upon the Cul-de-Sac Parcel for ingress, egress, and access purposes with full authority to enter upon, as the Grantee and its assigns may deem necessary for access,

Page 1

46801800;7

ingress and egress, emergency services and utility connections (the "Easement"). The Easement granted to Grantee hereunder is a covenant running with the land and shall be for the purpose of providing access, ingress, egress, and turnaround areas.

The Grantor and Grantee agree it is the responsibility of the Grantor to construct a cul-de-sac on the Cul-de-Sac Parcel, at Grantor's expense, and do so within ninety (90) days of the date of approval of this Agreement by both parties. Construction shall be to the standards of Grantee for a stabilized clay cul-de-sac, at a minimum. Grantor agrees to barricade the south side of such cul-de-sac to prevent access to vacated portion of North Bradshaw Road.

3. Future Development; Termination. The parties hereto acknowledge that the Easement granted in this Agreement shall automatically terminate, without the necessity of the Grantor undertaking vacation proceedings or obtaining any release from the Grantee, at such time as Grantor or its successor or assigns shall cause the Cul-de-Sac Parcel to be included in a subsequent development approved by Grantee and recorded in the Public Records of Lake County, Florida. Upon expiration of this Agreement, the Lake County Manager, or its designee, agrees to execute and deliver to Grantor a notice of termination of this Agreement.

4. Maintenance. The Grantor shall maintain the Cul-de-Sac Parcel, at Grantor's sole cost and expense. Grantor hereby reserves the right to relocate the Easement by separate written instrument agreed to by the Grantor and Grantee, which approval shall not be unreasonably withheld.

5. General Provisions. The following general provisions shall apply to all of the terms and provisions set forth in this Agreement:

(a) Parties Benefitted. The Easement and rights granted hereunder to Grantor and Grantee, and their respective successors in title, may be utilized by and shall inure to the benefit of their respective agents and invitees. Nothing contained in this Agreement shall create any permanent rights in the general public.

(b) Legal Proceedings. In the event that any party hereto, or any of their respective successors or assigns, institutes legal proceedings against any other party to enforce or interpret any terms or provisions of this Agreement, each party agrees to pay its own attorney's fees and costs.

(c) Certificate of Compliance. Each party hereto and their respective successors and assigns, upon written request made by the other party, hereby agrees to certify in writing to the other party and to any mortgagee having a collateral interest in any lands that are the subject of this Agreement, whether this Agreement remains in full force and effect, whether the other party is presently in compliance with all current obligations under the Agreement, and whether any default exists hereunder. Provided that in the event there exists any non-compliance or events of default, such written certification shall set forth the facts identifying any such matters. Any such written certification shall be delivered within ten (10) business days after the date of receipt of the request from the other party.

(d) Entire Agreement; Amendment; Termination. This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof. The terms and

ROAD TRANSFER AGREEMENT - NORTH BRADSHAW ROAD

INSTRUMENT# 2019020766 OR BOOK 5240/PAGE 180 PAGE 3 of 8

provisions of this Agreement may be modified, supplemented or terminated only by a written instrument signed by the parties hereto or their successors and assigns.

(e) Counterparts. To facilitate execution, Grantor and Grantee agree that this Agreement may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single Agreement.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be duly executed on the dates indicated below and further to be recorded in the Public Records of Lake County, Florida.

"GRANTOR"
CLONTS GROVES INC.,
a Florida corporation

By: [Signature]
W. Rex Clonts, Jr., President

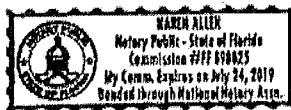
Date of Execution: January 2, 2019 AKC

STATE OF FLORIDA

COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 2nd day of January, 2019, by W. Rex Clonts, Jr., as President of CLONTS GROVES INC., a Florida corporation, on behalf of the corporation. Said person (check one) ☒ is personally known to me or ☐ produced Dr. License as identification.

[Signature]
Print Name: Karen Allen
Notary Public, State of Florida
Commission No.: FF 898825
My Commission Expires: 07/24/2019



Page 3

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ROAD TRANSFER AGREEMENT – NORTH BRADSHAW ROAD

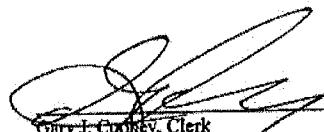
INSTRUMENT# 2019020766 OR BOOK 5240/PAGE 181 PAGE 4 of 8

TEMPORARY NON-EXCLUSIVE ACCESS AND EASEMENT AGREEMENT Clonts Groves, Inc.

ATTEST:

"GRANTEE"

**LAKE COUNTY FLORIDA,
Through its BOARD OF COUNTY
COMMISSIONERS**

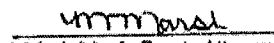

Gary J. Cooley, Clerk
Board of County Commissioners
of Lake County, Florida




Leslie Campione, Chairman

This 20th day of January, 2019.

Approved as to form and legality:


Melanie Marsh, County Attorney

Page 4

46801800;7

ROAD TRANSFER AGREEMENT – NORTH BRADSHAW ROAD

INSTRUMENT# 2019020766

OR BOOK 5240/PAGE 182

PAGE 5 of 8

EXHIBIT "A"

Grantor Property

ALL OF TRACT 44, A PORTION OF TRACTS 35, 36, 37, 38, 40, 41, 45 AND 46, A PORTION OF THAT CERTAIN UN-IMPROVED 30.00 FOOT PLATTED RIGHT OF WAY LYING SOUTH OF TRACTS 41, 44-46, 48 AND A PORTION OF THAT CERTAIN PARTIALLY UN-IMPROVED 30.00 FOOT PLATTED RIGHT OF WAY LYING WEST OF TRACTS 35 AND 45; SAID TRACTS AND UN-IMPROVED RIGHTS OF WAY LYING WITHIN THE PLAT OF MONTE VISTA PARK FARMS, AS RECORDED IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING EAST OF US HIGHWAY 27, SOUTH OF SCHOFIELD ROAD IN SECTION 21 TOWNSHIP 23 SOUTH, RANGE 26 EAST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 21; THENCE S89°30'42"W ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 1424.92 FEET; THENCE DEPARTING SAID SOUTH LINE RUN S00°13'39"E, A DISTANCE OF 48.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SCHOFIELD ROAD (A VARIABLE WIDTH COUNTY MAINTAINED RIGHT OF WAY) AND THE POINT OF BEGINNING; THENCE S89°30'42"W ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1693.99 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF US HIGHWAY 27 ALSO KNOWN AS STATE ROAD 23 (A VARIABLE WIDTH RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FP NO. 238422.1 DATED: NOVEMBER 8, 2005); THENCE RUN ALONG SAID EASTERLY RIGHT OF WAY THE FOLLOWING FIVE (5) COURSES AND DISTANCES: THENCE S29°58'06"W, A DISTANCE OF 87.46 FEET; THENCE N59°58'28"W, A DISTANCE OF 14.98 FEET; THENCE S29°56'43"W, A DISTANCE OF 449.91 FEET; THENCE N59°59'46"W, A DISTANCE OF 4.87 FEET; THENCE S29°56'22"W, A DISTANCE OF 68.87 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 9579.01 FEET, A CENTRAL ANGLE OF 06°58'55"; A CHORD BEARING OF S76°27'55"W AND A CHORD DISTANCE OF 676.18 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 876.59 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE RUN S67°38'24"E, A DISTANCE OF 469.15 FEET; THENCE S69°30'34"E, A DISTANCE OF 884.70 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 120°00'00", A CHORD BEARING OF S89°52'26"E AND A CHORD DISTANCE OF 155.68 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 188.50 FEET TO THE END OF SAID CURVE; THENCE S89°54'20"E, A DISTANCE OF 724.09 FEET; THENCE N00°06'36"E, A DISTANCE OF 771.53 FEET; THENCE S89°33'03"E, A DISTANCE OF 337.15 FEET; THENCE N00°13'19"W, A DISTANCE OF 546.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 2,399,470 SQUARE FEET OR 55.08 ACRES MORE OR LESS.

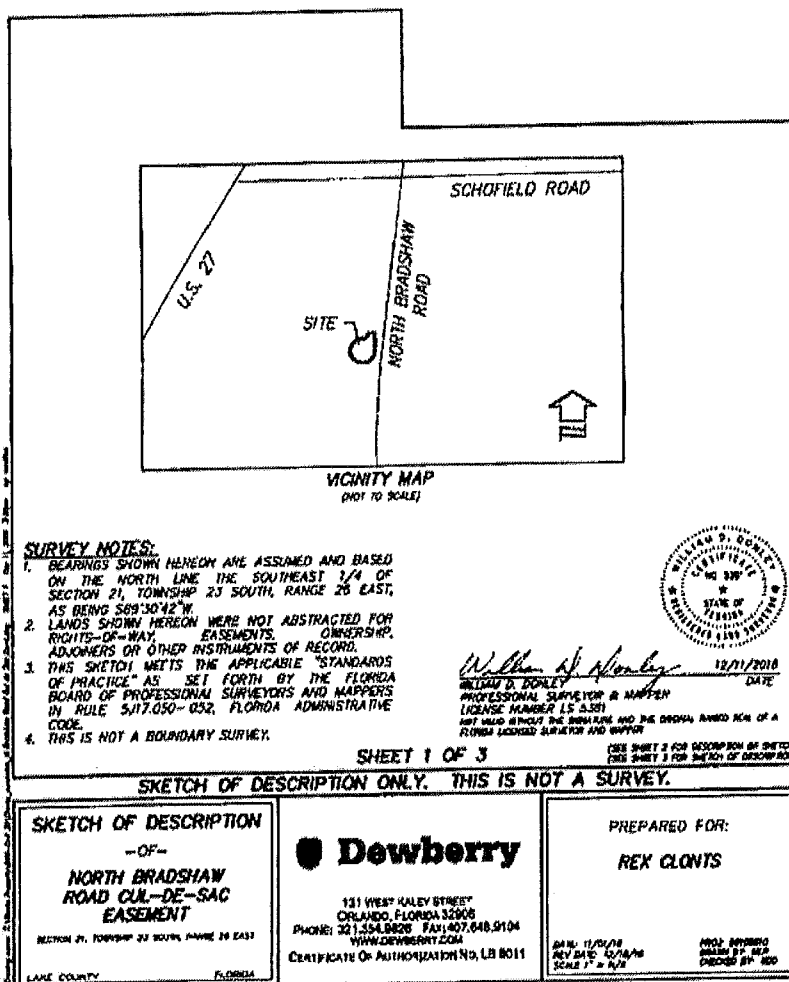
ROAD TRANSFER AGREEMENT -- NORTH BRADSHAW ROAD

INSTRUMENT# 2019020766

OR BOOK 5240/PAGE 183

PAGE 6 of 8

EXHIBIT "B" (Page 1 of 3) Cul-de-Sac Parcel



ROAD TRANSFER AGREEMENT – NORTH BRADSHAW ROAD

INSTRUMENT# 2019020766

OR BOOK 5240/PAGE 184

PAGE 7 of 8

EXHIBIT "B" (Page 2 of 3) Cul-de-Sac Parcel

LEGAL DESCRIPTION:

A PORTION OF TRACT 44 AND A PORTION OF THAT CERTAIN 30.00 FEET WIDE PLATTED ROADWAY EASEMENT, ALSO KNOWN AS NORTH BRADSHAW ROAD, PLAT OF MONTE VISTA FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 27 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTION 21, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA; THENCE RUN S89°30'42"W ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 2625.00 FEET TO ITS INTERSECTION WITH THE NORTHERLY PROJECTION OF THE EAST LINE OF THAT CERTAIN 30.00 FEET WIDE PLATTED ROADWAY EASEMENT; THENCE DEPARTING SAID NORTH LINE RUN S00°18'14"E ALONG SAID NORTHERLY PROJECTION AND ALONG THE EAST LINE OF SAID PLATTED ROADWAY EASEMENT, A DISTANCE OF 904.29 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S00°18'14"E ALONG SAID EAST LINE, A DISTANCE OF 80.00 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF 270°00'00", A CHORD BEARING OF N45°18'14"W AND A CHORD DISTANCE OF 77.78 FEET; THENCE SOUTHWESTERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 258.18 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF N44°41'48"E AND A CHORD DISTANCE OF 33.35 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET TO A POINT ON THE WEST LINE OF SAID PLATTED ROADWAY EASEMENT AND THE POINT OF NON-JANGENCY; THENCE DEPARTING SAID WEST LINE, RUN N89°41'48"E, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 11.037 SQUARE FEET OR 0.253 ACRES, MORE OR LESS.

SHEET 2 OF 3

(SEE SHEET 1 FOR MONTE VISTA MAP)
(SEE SHEET 3 FOR PORTION OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

NORTH BRADSHAW
ROAD CUL-DE-SAC
EASEMENT

SECTION 21, TOWNSHIP 23 SOUTH, RANGE 26 EAST

LAKE COUNTY

ALUMINUM

Dewberry

131 WEST KALEY STREET
ORLANDO, FLORIDA 32808
PHONE: 321.364.9625 FAX: 407.848.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:

REX CLONTS

D.S. 17/14/18
REV. 04/18 12/10/18
SCALE 1" = 10'

MADE POSSIBLE
THROUGH THE
DEEDS OF THE

Page 7

4680180017

ROAD TRANSFER AGREEMENT – NORTH BRADSHAW ROAD

OR BOOK 5240/PAGE 185

PAGE 8 OF 8

EXHIBIT "B" (Page 3 of 3)
Cul-de-Sac Parcel

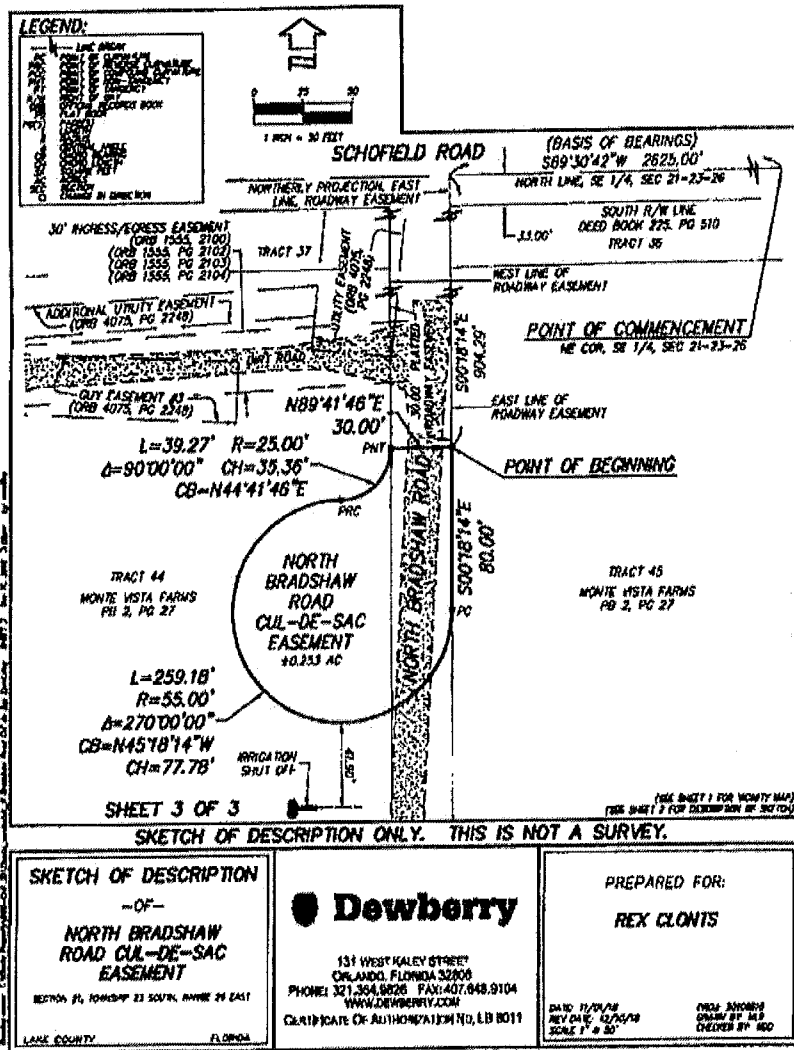


EXHIBIT D:
AFFIDAVIT AFFECTING REAL PROPERTY
{Pursuant to Section 695.26, Florida Statutes}

STATE OF FLORIDA
COUNTY OF LAKE

BEFORE ME, the undersigned authority, on this day personally appeared, BRIAN BULTHUIS, as City Manager for the City of Clermont, 685 West Montrose Street, Clermont, Florida, 34711, who being first duly sworn, deposes and says:

1. This is an Affidavit Affecting Real Property pursuant to Section 695.26, Florida Statutes, by which maintenance responsibilities are assigned to the City of Clermont, Florida ("City") via a Road Transfer Agreement Between Lake County, Florida and City of Clermont, Florida ("Road Transfer Agreement"), recorded in Official Record Book ____, Pages ____, recorded in the public records of Lake County, Florida on ____ (date).
2. As of ____ (date), the Maintenance Transfer Date, as defined in the Road Transfer Agreement, any and all responsibilities that the County may have to maintain North Bradshaw Road and related right of way, comprised of a clay road beginning at Wellness Way and continuing south 920 feet to the Cell Tower driveway, consisting of approximately +/- .544 acres together with a platted right-of-way per Plat Book 2, Page 27 Public Records of Lake County, Florida, were transferred to the City.
3. This Affidavit is being recorded to provide notice to third parties that the City, its successors and assigns, shall be fully responsible for the maintenance of the herein described roadway and related right of way as of the Maintenance Transfer Date, that the County has assigned all responsibilities to the City, its successors and assigns for the property described in **Exhibit A** attached hereto and incorporated herein by reference.

FURTHER AFFIANT SAYETH NOT.

Brian Bulthuis
Clermont City Manager

STATE OF FLORIDA
COUNTY OF LAKE

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024, by by Brian Bulthuis, as City Manager for

the City of Clermont, who is personally known to be or produced as identification.

Notary Public - State of Florida
Printed Name: _____

Personally Known ☐ OR Produced Identification ☐
Type of Identification Produced: _____

EXHIBIT A TO AFFIDAVIT

SAID ROADWAY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF MAINTAINED NORTH BRADSHAW ROAD AND A PORTION OF UNVACATED PLATTED RIGHT OF WAY AS DEPICTED ON THE PLAT OF MONTE VISTA PARK FARMS AS RECORDED IN PLAT BOOK 2, PAGE 27, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; SAID LANDS LYING SOUTH OF SCHOFIELD ROAD AND NORTH OF AND ADJACENT TO THE NORTHERLY LIMITS OF SAID PLATTED RIGHT OF WAY, VACATED IN RESOLUTION 2019-15 AND RECORDED IN OFFICIAL RECORDS BOOK 5240, PAGE 172, LYING IN SECTION 21 TOWNSHIP 23 SOUTH, RANGE 26 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 21; THENCE S89°30'42"W ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 1424.92 FEET; THENCE DEPARTING SAID SOUTH LINE RUN 50073'39"E, A DISTANCE OF 120.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SCHOFIELD ROAD (120.00' WOE RIGHT OF WAY PER LAKE COUNTY RIGHT OF WAY MAP) PER OFFICIAL RECORDS BOOK 5299, PAGE 77 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN S89°30'42"W ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1097.92 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S89°30'42"W; A DISTANCE OF 39.80 FEET TO THE EAST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5969, PAGE 647 OF SAID PUBLIC RECORDS; THENCE RUN SOUTHERLY ALONG SAID EAST LINE THE FOLLOWING THREE COURSES AND DISTANCES S06°57'50"W, A DISTANCE OF 633.68 FEET; THENCE RUN S05° 33' 59"W A DISTANCE OF 126.40 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF 14°06'51" A CHORD BEARING OF S01°29'26"E AND A CHORD DISTANCE OF 56.51 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 56.66 FEET TO THE POINT OF TANGENCY; THENCE RUN S081°32'51"E A DISTANCE OF 109.94 FEET TO THE NORTH LINE OF THE VACATED PLATTED RIGHT OF WAY RECORDED IN OFFICIAL RECORDS BOOK 5240, PAGE 172 OF SAID PUBLIC RECORDS;; THENCE RUN N89°22'45"E, ALONG SAID NORTH LINE, A DISTANCE OF 13.96 FEET TO THE EAST RIGHT OF WAY LINE OF SAID UNVACATED PLATTED RIGHT OF WAY; THENCE RUN N00°78'14"W ALONG SAID EAST RIGHT OF WAY, A DISTANCE OF 202.17 FEET TO A POINT ON THE EAST MAINTAINED RIGHT OF WAY LINE OF SAID NORTH BRADSHAW ROAD; THENCE RUN NORTHERLY ALONG SAID MAINTAINED RIGHT OF WAY LINE THE FOLLOWING SIX COURSES AND DISTANCES: N06°05'35"E, A DISTANCE OF 267.41 FEET; THENCE RUN N06°23'23"E A DISTANCE OF 103.82 FEET; THENCE RUN N06°35'04"E, A DISTANCE OF 149.67 FEET THENCE RUN N08°20'51"E, A DISTANCE OF 90.41 FEET; THENCE RUN N10°77'58"E, A DISTANCE OF 55.91 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 94.63 FEET; A CENTRAL ANGLE OF 28°47'52": A CHORD DISTANCE OF 47.06 FEET AND A CHORD BEARING OF N20°47'39"E; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 47.56 FEET TO THE POINT OF BEGINNING.



CITY OF CLERMONT STREET RIGHT-OF-WAY/EASEMENT CLOSING APPLICATION

DATE September 19, 2024		FEE: \$1,000.00 + cost of advertisement	
Petitioner's Name PRM CLERMONT/WELLNESS WAY OWNER LLC and ADVENTIST HEALTH SYSTEM/SUNBELT, INC			
Address 300 Trade Center, Suite 7700	City Woburn	State MA	Zip 01801
Telephone (781) 935-4500	Fax		
Email lkarger@pantherrm.com and cburns@seyfarth.com			
ROW INFORMATION			
Legal Description of Petitioner's property abutting Street ROW/Easement to be closed (Attach survey if available): See attached surveys			
If named – name of street to be closed: North Bradshaw Road and 30' platted ROW			
Plot plan & legal description of Street ROW/Easement portion to be closed (From-To): North Bradshaw Road South of Wellness Way. See attached description together with the 30' platted ROW			
Purpose or reason for closing: 30' platted ROW and North Bradshaw Road to be realigned, privately constructed and maintained pursuant to Ordinance 2022-033.			
Attach a map and list of: Names and addresses of all property owners abutting the portion of the street requested to be closes and abandoned. ☒ Yes ☐ No			
This petition is in accordance with the Clermont Land Development Code, Chapter 54, Division 2. Closing. Any person requesting a Street right-of-way or Easement Closing shall file a complete application submitted to the Development Services Director in the Development Services Department, at least 30 days prior to the final hearing date of the City Council. A Street right-of-way or Easement Closing requires two readings of an ordinance by the City Council. The City Council meetings are held on the second and fourth Tuesdays of every month.			
All applications must be complete, including applicable site plans and or pertinent descriptive materials in order to be processed. A plot plan (schematic drawing of the property involved) showing the location of that portion of the street requested to be closed and permanently abandoned, and including a survey of the property and street involved if deemed necessary by the City Council or the City Attorney.			
SEE ATTACHED SIGNATURE PAGE		SEE ATTACHED SIGNATURE PAGE	
Petitioner Name (print)		Petitioner Name (signature)	

[SIGNATURE PAGE TO VACATION APPLICATION]

ADVENTHEALTH:

ADVENTIST HEALTH SYSTEM/SUNBELT, INC.,
a Florida not-for-profit corporation

By: _____
Name:
Title:

PANTHER:

PRM CLERMONT/WELLNESS WAY OWNER LLC,
a Delaware limited liability company

By: Panther Residential Investments LLC,
a Massachusetts limited liability company,
its Manager

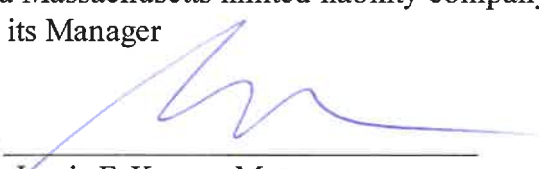
By:  _____
Louis F. Karger, Manager

EXHIBIT "A"

**PRM CLERMONT/WELLNESS WAY OWNER LLC
PARCEL LEGAL DESCRIPTION**

A PORTION OF SECTION 21 TOWNSHIP 23 SOUTH, RANGE 26 EAST, LYING EAST OF US HIGHWAY 27, SOUTH OF SCHOFIELD ROAD, LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 21; THENCE S89°30'42"W ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 1424.92 FEET; THENCE DEPARTING SAID SOUTH LINE RUN S00°13'39"E, A DISTANCE OF 120.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SCHOFIELD ROAD (120.00' WIDE RIGHT OF WAY PER LAKE COUNTY RIGHT OF WAY MAP) PER OFFICIAL RECORDS BOOK 5299, PAGE 77 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND TO THE POINT OF BEGINNING; THENCE RUN S00°13'39"E, A DISTANCE OF 433.99 FEET; THENCE RUN S44°56'39"W, A DISTANCE OF 56.40 FEET; THENCE RUN N89°53'03"W, A DISTANCE OF 297.15 FEET; THENCE RUN S00°06'56"W, A DISTANCE OF 771.53 FEET; THENCE RUN N89°54'20"W, A DISTANCE OF 724.09 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 78°50'54", A CHORD BEARING OF N69°17'53"W AND A CHORD DISTANCE OF 114.31 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 123.85 FEET TO THE END OF SAID CURVE; THENCE RUN N08°32'51"W, A DISTANCE OF 386.51 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF 14°06'51", A CHORD BEARING OF N01°29'26"W AND A CHORD DISTANCE OF 56.51 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 56.66 FEET TO THE POINT OF TANGENCY; THENCE RUN N05°33'59"E, A DISTANCE OF 126.40 FEET; THENCE RUN N06°57'50"E, A DISTANCE OF 633.68 FEET; THENCE RUN N89°30'42"E ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1137.72 FEET TO THE POINT OF BEGINNING;

LESS AND EXCEPT COUNTY MAINTAINED NORTH BRADSHAW ROAD;

AND

LESS AND EXCEPT ANY PORTION OF UNVACATED RIGHT OF WAY DEPICTED IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

SAID ROADWAY LESS OUT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF MAINTAINED NORTH BRADSHAW ROAD AND A PORTION OF UNVACATED PLATTED RIGHT OF WAY AS DEPICTED ON THE PLAT OF MONTE VISTA PARK FARMS AS RECORDED IN PLAT BOOK 2, PAGE 27, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; SAID LANDS LYING SOUTH OF SCHOFIELD

ROAD AND NORTH OF AND ADJACENT TO THE NORTHERLY LIMITS OF SAID PLATTED RIGHT OF WAY, VACATED IN RESOLUTION 2019-15 AND RECORDED IN OFFICIAL RECORDS BOOK 5240, PAGE 172, LYING IN SECTION 21 TOWNSHIP 23 SOUTH, RANGE 26 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 21; THENCE S89°30'42"W ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 1424.92 FEET; THENCE DEPARTING SAID SOUTH LINE RUN S00°13'39"E, A DISTANCE OF 120.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SCHOFIELD ROAD (120.00' WIDE RIGHT OF WAY PER LAKE COUNTY RIGHT OF WAY MAP) PER OFFICIAL RECORDS BOOK 5299, PAGE 77 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN S89°30'42"W ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1097.92 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S89°30'42"W, A DISTANCE OF 39.80 FEET TO THE EAST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5969, PAGE 647 OF SAID PUBLIC RECORDS; THENCE RUN SOUTHERLY ALONG SAID EAST LINE THE FOLLOWING THREE COURSES AND DISTANCES: S06°57'50"W, A DISTANCE OF 633.68 FEET; THENCE RUN S05°33'59"W, A DISTANCE OF 126.40 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF 14°06'51", A CHORD BEARING OF S01°29'26"E AND A CHORD DISTANCE OF 56.51 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 56.66 FEET TO THE POINT OF TANGENCY; THENCE RUN S08°32'51"E, A DISTANCE OF 109.94 FEET TO THE NORTH LINE OF THE VACATED PLATTED RIGHT OF WAY RECORDED IN OFFICIAL RECORDS BOOK 5240, PAGE 172 OF SAID PUBLIC RECORDS; THENCE RUN N89°22'45"E, ALONG SAID NORTH LINE, A DISTANCE OF 13.96 FEET TO THE EAST RIGHT OF WAY LINE OF SAID UNVACATED PLATTED RIGHT OF WAY; THENCE RUN N00°18'14"W ALONG SAID EAST RIGHT OF WAY, A DISTANCE OF 202.17 FEET TO A POINT ON THE EAST MAINTAINED RIGHT OF WAY LINE OF SAID NORTH BRADSHAW ROAD; THENCE RUN NORTHERLY ALONG SAID MAINTAINED RIGHT OF WAY LINE THE FOLLOWING SIX COURSES AND DISTANCES: N06°05'35"E, A DISTANCE OF 267.41 FEET; THENCE RUN N06°23'23"E, A DISTANCE OF 103.82 FEET; THENCE RUN N06°35'04"E, A DISTANCE OF 149.67 FEET; THENCE RUN N08°20'51"E, A DISTANCE OF 90.41 FEET; THENCE RUN N10°17'58"E, A DISTANCE OF 55.91 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 94.63 FEET; A CENTRAL ANGLE OF 28°47'52", A CHORD DISTANCE OF 47.06 FEET AND A CHORD BEARING OF N20°47'39"E; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 47.56 FEET TO THE POINT OF BEGINNING.

EXHIBIT “B”

**NORTH BRADSHAW
MAINTAINED CLAY ROAD
SURVEY MAP**

[SEE ATTACHED]

LEGAL DESCRIPTION:

A PORTION OF SECTION 21 TOWNSHIP 23 SOUTH, RANGE 26 EAST, LYING EAST OF US HIGHWAY 27, AND SOUTH OF SCHOFIELD ROAD, LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 21; THENCE S89°30'42"W ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 1424.92 FEET; THENCE DEPARTING SAID SOUTH LINE RUN S00°13'39"E, A DISTANCE OF 120.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SCHOFIELD ROAD (120.00' WIDE RIGHT OF WAY PER LAKE COUNTY RIGHT OF WAY MAP) AS RECORDED IN OFFICIAL RECORDS BOOK 5299, PAGE 77 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN S89°30'42"W ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1087.82 FEET TO THE POINT OF BEGINNING; SAID POINT BEING ON THE EASTERLY MAINTAINED RIGHT OF WAY OF NORTH BRADSHAW ROAD (A COUNTY GRADED DIRT ROAD) AND THE BEGINNING OF A NON TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 94.83 FEET, A CENTRAL ANGLE OF 28°47'52"W, A CHORD BEARING OF S20°47'39"W AND A CHORD DISTANCE OF 47.06 FEET; THENCE RUN SOUTHWESTERLY ALONG SAID MAINTAINED RIGHT OF WAY AND THE ARC OF SAID CURVE, A DISTANCE OF 47.56 FEET TO THE END OF SAID CURVE; THENCE CONTINUE ALONG SAID EASTERLY MAINTAINED RIGHT OF WAY, THE FOLLOWING EIGHT COURSES AND DISTANCES: S10°17'58"W, A DISTANCE OF 55.91 FEET; THENCE RUN S08°20'51"W, A DISTANCE OF 90.41 FEET; THENCE RUN S06°35'04"W, A DISTANCE OF 149.67 FEET; THENCE RUN S06°23'23"W, A DISTANCE OF 103.82 FEET; THENCE RUN S06°05'35"W, A DISTANCE OF 267.41 FEET; THENCE RUN S02°47'10"W, A DISTANCE OF 202.52 FEET; THENCE RUN S02°28'39"W, A DISTANCE OF 159.98 FEET; THENCE RUN S01°28'43"W, A DISTANCE OF 153.82 FEET TO A POINT ON THE SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5969, PAGE 647 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN N89°50'54"W, ALONG SAID SOUTH LINE, A DISTANCE OF 18.00 FEET TO A POINT ON THE WESTERLY MAINTAINED RIGHT OF WAY OF SAID NORTH BRADSHAW ROAD; THENCE RUN NORTHERLY ALONG SAID WESTERLY MAINTAINED RIGHT OF WAY THE FOLLOWING TEN COURSES AND DISTANCES: N01°28'43"E, A DISTANCE OF 154.39 FEET; THENCE RUN N02°27'55"E, A DISTANCE OF 159.17 FEET; THENCE RUN N02°40'03"E, A DISTANCE OF 204.79 FEET; THENCE RUN N04°34'03"E, A DISTANCE OF 139.70 FEET; THENCE RUN N06°23'16"E, A DISTANCE OF 140.05 FEET; THENCE RUN N07°51'45"E, A DISTANCE OF 103.65 FEET; THENCE RUN N06°39'55"E, A DISTANCE OF 149.81 FEET; THENCE RUN N07°24'01"E, A DISTANCE OF 89.92 FEET; THENCE RUN N00°04'03"W, A DISTANCE OF 39.58 FEET TO A POINT ON THE EAST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5969, PAGE 647, OF SAID PUBLIC RECORDS; THENCE N06°58'01"E, ALONG SAID EAST LINE AND THE WESTERLY MAINTAINED RIGHT OF WAY OF NORTH BRADSHAW ROAD, A DISTANCE OF 57.38 FEET TO THE SOUTH RIGHT OF WAY OF SCHOFIELD ROAD; THENCE RUN N89°30'42"E, A DISTANCE OF 39.80 FEET TO THE POINT OF BEGINNING.

CONTAINING: 24847.7571 SQUARE FEET OR 0.57 ACRES.

Digitally signed
William D Donley
Date: 2023.09.07
08:16:40 -04'00'

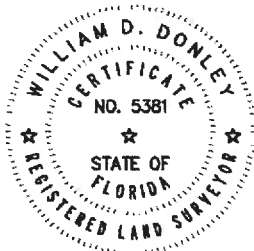
WILLIAM D. DONLEY
PROFESSIONAL SURVEYOR & MAPPER
LICENSE NUMBER LS 5381
NOT VALID WITHOUT THE SIGNATURE AND
SEAL LICENSED SURVEYOR AND MAPPER.

SKETCH NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT, AS ESTABLISHED FROM THE FLORIDA PERMANENT REFERENCE NETWORK, DERIVING A BEARING OF N00°18'00"W ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 23 SOUTH, RANGE 26 EAST.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH MEETS THE AFFIDAVIT "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE SJ-7.050-.052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.
5. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) SJ-17.052(3).
6. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WILLIAM D. DONLEY, PSM 5381, ON 09/06/2023, PER FAC SJ-17.082(2).

(SEE SHEET 2 FOR SKETCH)

SKETCH AND DESCRIPTION ONLY. THIS IS NOT A SURVEY.



DONLEY CONSULTING GROUP, LLC

210 PARKTOWNE BOULEVARD, SUITE 1
EDGEWATER, FLORIDA 32132
PHONE: 407.947.4552
WWW.DONLEYCONSULTING.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8501

SHEET 1 OF 3

SKETCH AND DESCRIPTION

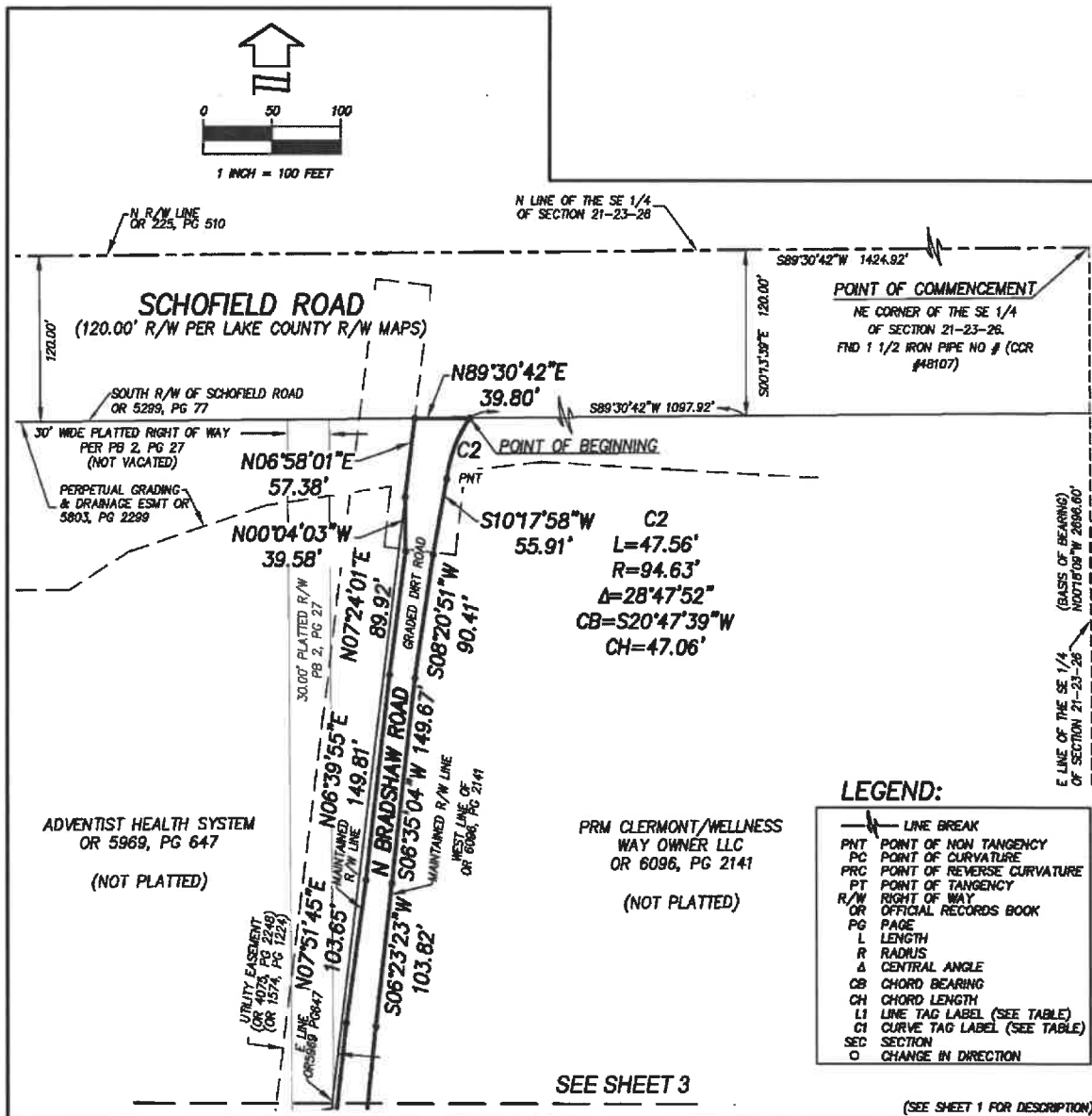
PREPARED FOR:
INTEGRA LAND COMPANY
-OF-

**MAINTAINED R/W
N BRADSHAW ROAD**

SECTION 21, TOWNSHIP 23 SOUTH, RANGE 26 EAST
LAKE COUNTY, FLORIDA

DATE: 09/05/23
REV DATE:

PROJ: 108.001
DRAWN BY: MDD
CHECKED BY: MDD



SKETCH AND DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH AND DESCRIPTION —OF— MAINTAINED R/W N BRADSHAW ROAD SECTION 21, TOWNSHIP 23 SOUTH, RANGE 28 EAST LAKE COUNTY FLORIDA	DONLEY CONSULTING GROUP, LLC 210 PARKTOWNE BOULEVARD, SUITE 1 EDGEWATER, FLORIDA 32132 PHONE: 407.947.4552 WWW.DONLEYCONSULTING.COM CERTIFICATE OF AUTHORIZATION NO. LB 8501 SHEET 2 OF 3	PREPARED FOR: INTEGRA LAND COMPANY DATE: 09/05/23 REV DATE: PROJ: 108.001 DRAWN BY: WDD CHECKED BY: WDD
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EXHIBIT C

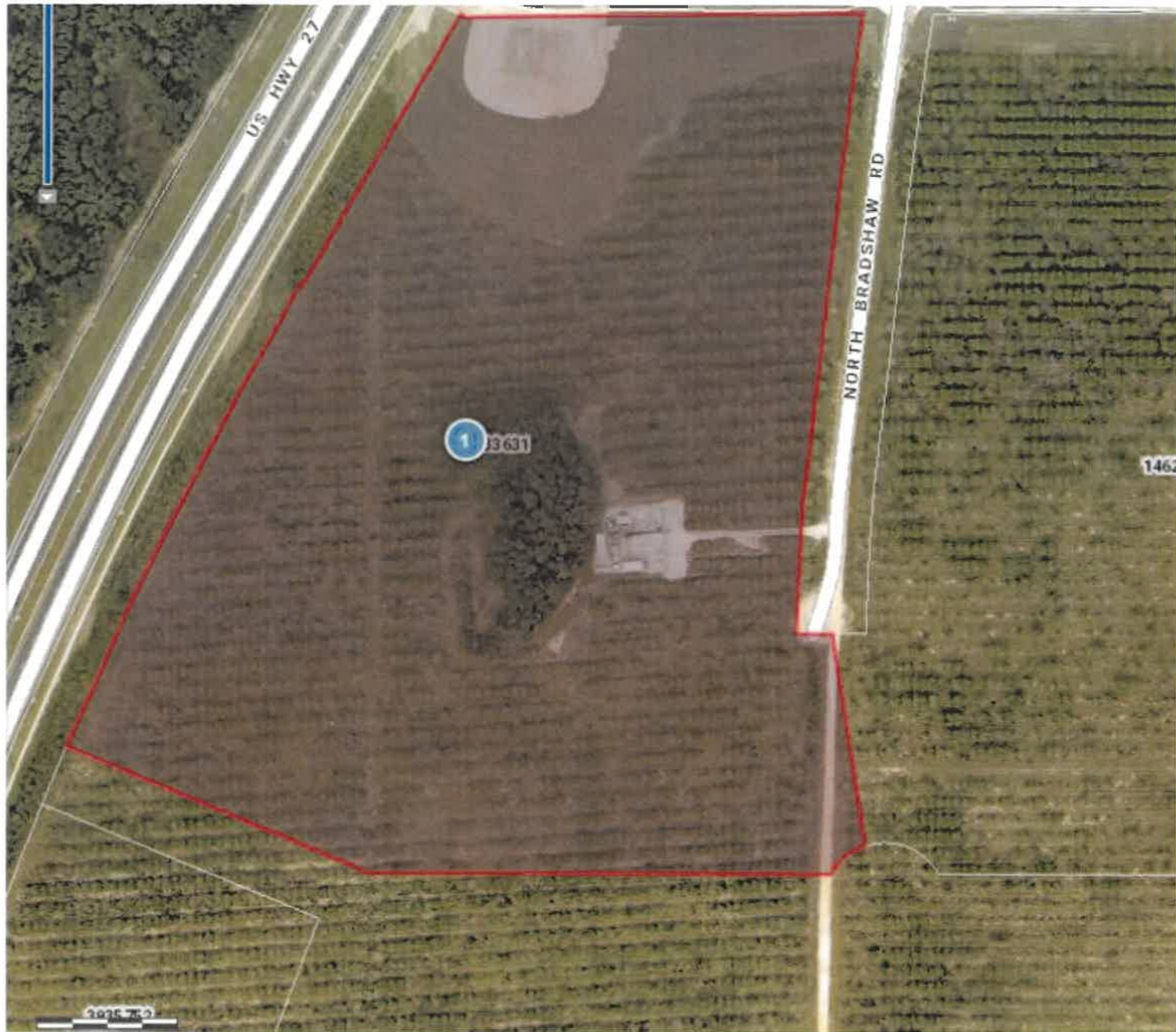
GIS MAP FOR

PRM CLERMONT/WELLNESS WAY OWNER LLC

AND

ADVENTIST HEALTH SYSTEM/SUNBELT, INC

[SEE ATTACHED]



PRM CLERMONT/WELLNESS WAY OWNER LLC



October 4, 2024

pointLayer



Override 1

polygonLayer



Override 1



County Boundary



Surrounding Counties

Street Names

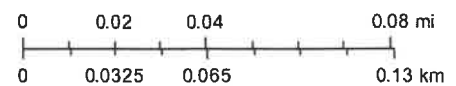


Local Streets 5K

Tax Parcels Alternate Key

Tax Parcels

1:2,500



Lake BCC

Lake County Board of County Commissioners

EXHIBIT D

ADVENTIST HEALTH SYSTEM/SUNBELT, INC PARCEL LEGAL DESCRIPTION

A PORTION OF SECTION 21 TOWNSHIP 23 SOUTH, RANGE 26 EAST, LYING EAST OF US HIGHWAY 27, SOUTH OF SCHOFIELD ROAD LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 21; THENCE S89°30'42"W ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 1424.92 FEET; THENCE DEPARTING SAID SOUTH LINE RUN S00°13'39"E, A DISTANCE OF 120.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SCHOFIELD ROAD (120.00' WIDE RIGHT OF WAY PER LAKE COUNTY RIGHT OF WAY MAP) PER OFFICIAL RECORDS BOOK 5299, PAGE 77 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN S89°30'42"W ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1137.72 FEET TO THE POINT OF BEGINNING; THENCE RUN S06°57'50"W, A DISTANCE OF 633.68 FEET; THENCE RUN S05°33'59"W, A DISTANCE OF 126.40 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF 14°06'51", A CHORD BEARING OF S01°29'26"E AND A CHORD DISTANCE OF 56.51 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 56.66 FEET TO THE POINT OF TANGENCY; THENCE RUN S08°32'51"E, A DISTANCE OF 386.51 FEET TO A POINT ON A NON TANGENT OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 41°09'06", A CHORD BEARING OF S50°41'23"W AND A CHORD DISTANCE OF 63.26 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 64.64 FEET TO THE END OF SAID CURVE; THENCE RUN N89°50'54"W, A DISTANCE OF 664.70 FEET; THENCE RUN N67°38'24"W, A DISTANCE OF 469.15 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF US HIGHWAY 27 ALSO KNOWN AS STATE ROAD 25 (A VARIABLE WIDTH RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FP NO. 238422 1 DATED: NOVEMBER 8, 2005) AND TO A POINT ON A NON TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 5579.01 FEET, A CENTRAL ANGLE OF 06°56'55", A CHORD BEARING OF N26°27'55"E AND A CHORD DISTANCE OF 676.18 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 676.59 FEET TO THE POINT OF TANGENCY; THENCE RUN N29°56'22"E ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 68.87 FEET; THENCE RUN 559°59'46"E, A DISTANCE OF 4.97 FEET; THENCE RUN N29°56'43"E, A DISTANCE OF 449.91 FEET; THENCE RUN S59°58'28"E, A DISTANCE OF 14.98 FEET; THENCE RUN N29°58'09"E, A DISTANCE OF 3.93 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID SCHOFIELD ROAD; THENCE N89°30'42"E ALONG SAID SOUTH RIGHT OF WAY, A DISTANCE OF 598.19 FEET TO THE POINT OF BEGINNING.

EXHIBIT E

30 PLATTED ROW SURVEY MAP

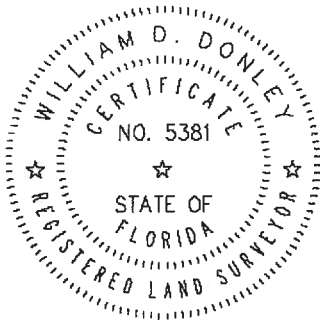
[SEE ATTACHED]

LEGAL DESCRIPTION:

THAT CERTAIN 30.00 FOOT WIDE PLATTED UNNAMED RIGHT OF WAY AS RECORDED AND SHOWN ON THE PLAT OF MONTE VISTA PARK FARMS, PLAT BOOK 2, PAGE 27, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTION 21 TOWNSHIP 23 SOUTH, RANGE 26 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 21; THENCE S89°30'42"W ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 1424.92 FEET; THENCE DEPARTING SAID SOUTH LINE RUN S00°13'39"E, A DISTANCE OF 120.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SCHOFIELD ROAD (120.00' WIDE RIGHT OF WAY PER LAKE COUNTY RIGHT OF WAY MAP) AS RECORDED IN OFFICIAL RECORDS BOOK 5299, PAGE 77 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN S89°30'42"W ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1199.92 FEET TO THE EAST RIGHT OF WAY OF A 30.00 FOOT WIDE PLATTED UNNAMED RIGHT OF WAY, AS RECORDED AND SHOWN ON THE PLAT OF MONTE VISTA PARK FARMS, PLAT BOOK 2, PAGE 27, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE CONTINUE S89°30'42"W ALONG SAID SOUTH RIGHT OF WAY, A DISTANCE OF 30.00 FEET TO THE WEST RIGHT OF WAY OF SAID UNNAMED PLATTED ROAD; THENCE DEPARTING SAID SOUTH RIGHT OF WAY, RUN S00°18'14"E, ALONG SAID WEST RIGHT OF WAY, A DISTANCE OF 919.43 FEET TO THE NORTHERN LIMITS OF SAID PLATTED RIGHT OF WAY AS VACATED IN RESOLUTION 2019-15 AND RECORDED IN OFFICIAL RECORDS BOOK 5240, PAGE 172 OF SAID PUBLIC RECORDS; THENCE RUN N89°22'45"E, ALONG THE NORTH LINE OF SAID VACATED RIGHT OF WAY, A DISTANCE OF 30.00 FEET TO THE EAST RIGHT OF WAY OF SAID UNNAMED PLATTED ROADWAY; THENCE RUN N00°18'14"W, ALONG SAID EAST RIGHT OF WAY, A DISTANCE OF 919.36 FEET TO THE POINT OF BEGINNING.

CONTAINING: 27581.929 SQUARE FEET OR 0.63 ACRES.



William D Donley
Digitally signed
by William D
Donley
Date: 2023.09.07
08:18:47 -04'00'

WILLIAM D. DONLEY
PROFESSIONAL SURVEYOR & MAPPER
LICENSE NUMBER LS 5381
NOT VALID WITHOUT THE SIGNATURE AND
SEAL LICENSED SURVEYOR AND MAPPER.

SKETCH NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT, AS ESTABLISHED FROM THE FLORIDA PERMANENT REFERENCE NETWORK, DERIVING A BEARING OF N00°18'09"W ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 23 SOUTH, RANGE 26 EAST.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.
5. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3).
6. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WILLIAM D. DONLEY, PSM 5381, ON 09/06/2023, PER FAC 5J-17.062(2). (SEE SHEET 2 FOR SKETCH)

SKETCH AND DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH AND DESCRIPTION

—OF—

**R/W VACATION
MONTE VISTA PARK FARMS**

SECTION 21, TOWNSHIP 23 SOUTH, RANGE 26 EAST
LAKE COUNTY, FLORIDA

DONLEY CONSULTING GROUP, LLC

210 PARKTOWNE BOULEVARD, SUITE 1
EDGEWATER, FLORIDA 32132
PHONE: 407.947.4552
WWW.DONLEYCONSULTING.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8501

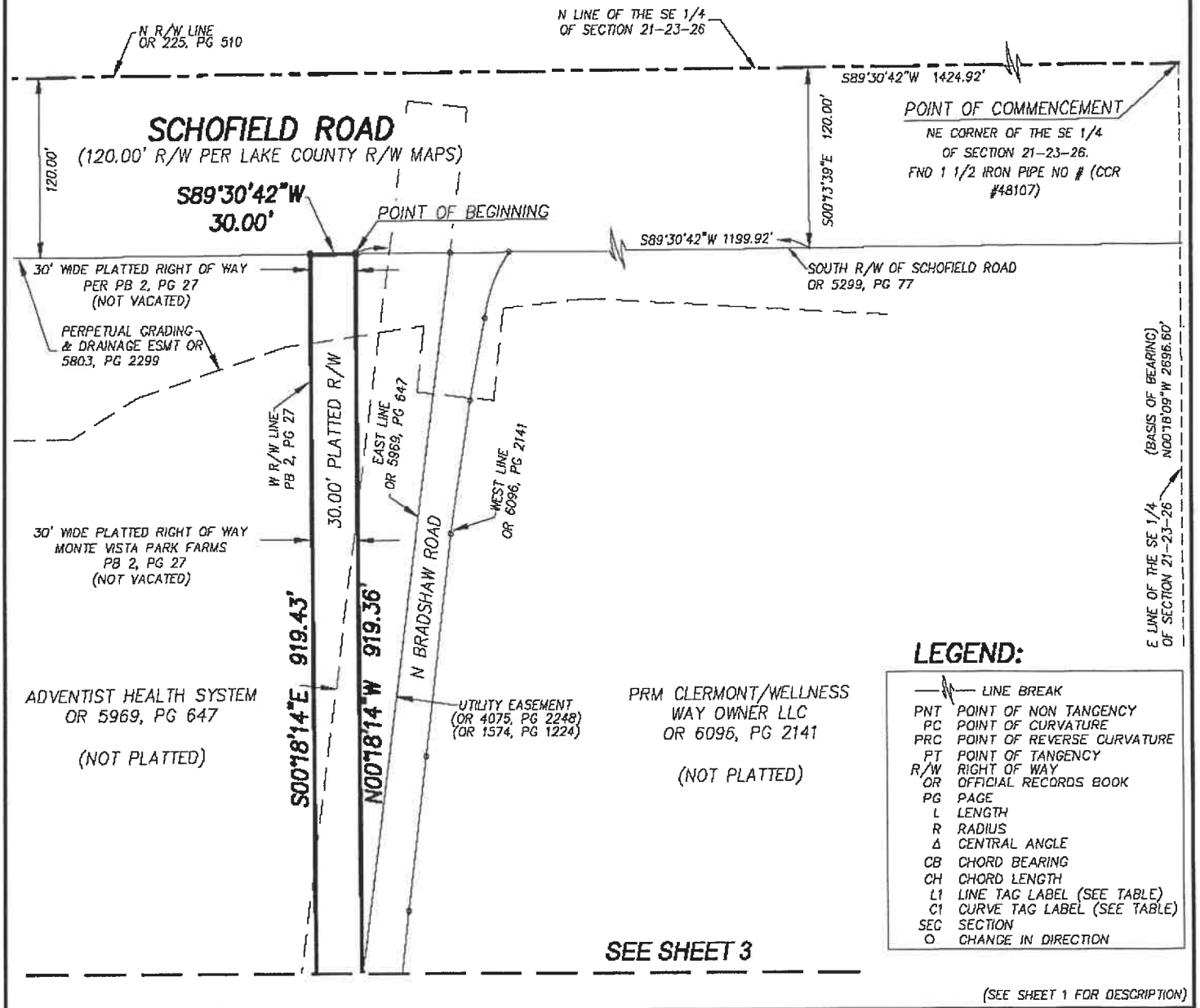
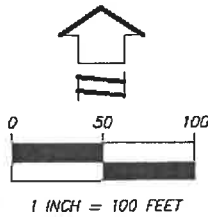
SHEET 1 OF 3

PREPARED FOR:

INTEGRA LAND COMPANY

DATE: 09/05/23
REV DATE:

PROJ: 108.001
DRAWN BY: WDO
CHECKED BY: WDO



SKETCH AND DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH AND DESCRIPTION

-OF-

R/W VACATION MONTE VISTA PARK FARMS

SECTION 21, TOWNSHIP 23 SOUTH, RANGE 26 EAST

LAKE COUNTY

FLORIDA

DONLEY CONSULTING GROUP, LLC

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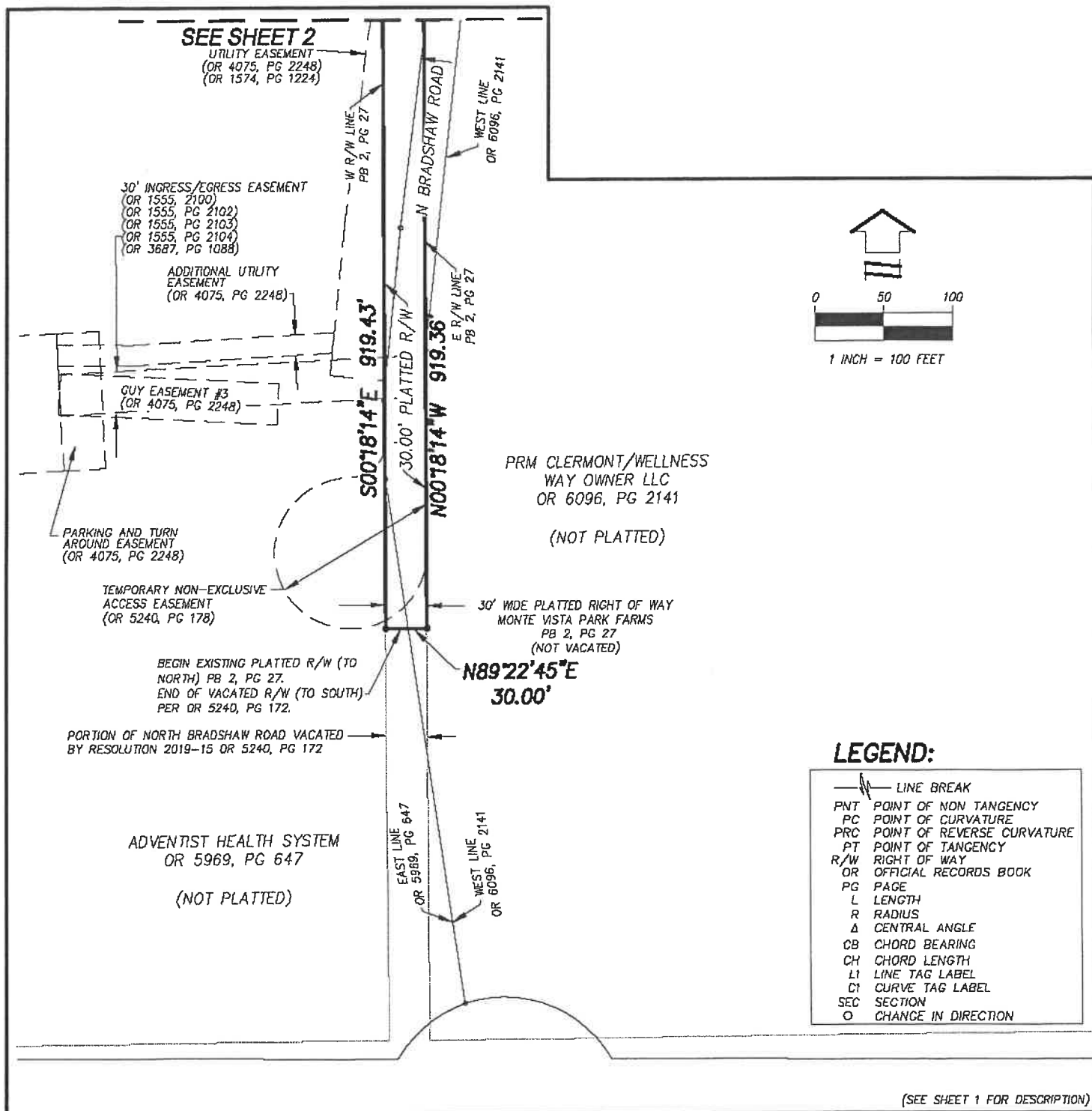
SHEET 2 OF 3

PREPARED FOR:

INTEGRA LAND COMPANY

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SKETCH AND DESCRIPTION

—OF—

**R/W VACATION
MONTE VISTA PARK FARMS**

SECTION 21, TOWNSHIP 23 SOUTH, RANGE 26 EAST

LAKE COUNTY

FLORIDA

**DONLEY CONSULTING
GROUP, LLC**

210 PARKTOWNE BOULEVARD, SUITE 1
EDGEWATER, FLORIDA 32132
PHONE: 407.947.4552
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CERTIFICATE OF AUTHORIZATION NO. LB 8501

SHEET 3 OF 3

PREPARED FOR:

INTEGRA LAND COMPANY

DATE: 09/05/23
REV DATE:

PROJ: 108.001
DRAWN BY: WDD
CHECKED BY: WDD

LEGAL NOTICE

Notice is hereby given that the Clermont City Council will consider the following proposed Ordinance for Final Adoption at a public meeting on Tuesday, November 12, 2024 at 6:30 P.M.

ORDINANCE NO. 2024-042

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, CLOSING AND PERMANENTLY ABANDONING A PORTION OF NORTH BRADSHAW ROAD (MAINTAINED CLAY ROAD) AND AN UNNAMED 30 FOOT PLATTED RIGHT-OF-WAY, ACCORDING TO THE PLAT OF MONTE VISTA PARK FARMS, RECORDED IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS BELOW; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND EFFECTIVE DATE.

LEGAL DESCRIPTION

THAT PORTION OF MAINTAINED NORTH BRADSHAW ROAD AND A PORTION OF UNVACATED PLATTED RIGHT OF WAY AS DEPICTED ON THE PLAT OF MONTE VISTA PARK FARMS AS RECORDED IN PLAT BOOK 2, PAGE 27, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; SAID LANDS LYING SOUTH OF SCHOFIELD ROAD AND NORTH OF AND ADJACENT TO THE NORTHERLY LIMITS OF SAID PLATTED RIGHT OF WAY, VACATED IN RESOLUTION 2019-15 AND RECORDED IN OFFICIAL RECORDS BOOK 5240, PAGE 172, LYING IN SECTION 21 TOWNSHIP 23 SOUTH, RANGE 26 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 21; THENCE S89°30'42"W ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 1424.92 FEET; THENCE DEPARTING SAID SOUTH LINE RUN S00°13'39"E, A DISTANCE OF 120.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SCHOFIELD ROAD (120.00' WIDE RIGHT OF WAY PER LAKE COUNTY RIGHT OF WAY MAP) PER OFFICIAL RECORDS BOOK 5299, PAGE 77 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN S89°30'42"W ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1097.92 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S89°30'42"W, A DISTANCE OF 39.80 FEET TO THE EAST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5969, PAGE 647 OF SAID PUBLIC RECORDS; THENCE RUN SOUTHERLY ALONG SAID EAST LINE THE FOLLOWING THREE COURSES AND DISTANCES: S06°57'50"W, A DISTANCE OF 633.68 FEET; THENCE RUN S05°33'59"W, A DISTANCE OF 126.40 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF 14°06'51", A CHORD BEARING OF S01°29'26"E AND A CHORD DISTANCE OF 56.51 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 56.66 FEET TO THE POINT OF TANGENCY; THENCE RUN S08°32'51"E, A DISTANCE OF 109.94 FEET TO THE NORTH LINE OF THE VACATED PLATTED RIGHT OF WAY RECORDED IN OFFICIAL RECORDS BOOK 5240, PAGE 172 OF SAID PUBLIC RECORDS; THENCE RUN N89°22'45"E, ALONG SAID NORTH LINE, A DISTANCE OF 13.96 FEET TO THE EAST RIGHT OF WAY LINE OF SAID UNVACATED PLATTED RIGHT OF WAY; THENCE RUN N00°18'14"W ALONG SAID EAST RIGHT OF WAY, A DISTANCE OF 202.17 FEET TO A POINT ON THE EAST MAINTAINED RIGHT OF WAY LINE OF SAID NORTH BRADSHAW ROAD; THENCE RUN NORTHERLY ALONG SAID MAINTAINED RIGHT OF WAY LINE THE FOLLOWING SIX COURSES AND DISTANCES: N06°05'35"E, A DISTANCE OF 267.41 FEET; THENCE RUN N06°23'23"E, A DISTANCE OF 103.82 FEET; THENCE RUN N06°35'04"E, A DISTANCE OF 149.67 FEET; THENCE RUN N08°20'51"E, A DISTANCE OF 90.41 FEET; THENCE RUN N10°17'58"E, A DISTANCE OF 55.91 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 94.63 FEET; A CENTRAL ANGLE OF 28°47'52", A CHORD DISTANCE OF 47.06 FEET AND A CHORD BEARING OF N20°47'39"E; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 47.56 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

THAT CERTAIN 30.00 FOOT WIDE PLATTED UNNAMED RIGHT OF WAY AS RECORDED AND SHOWN ON THE PLAT OF MONTE VISTA PARK FARMS, PLAT BOOK 2, PAGE 27, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTION 21 TOWNSHIP 23 SOUTH, RANGE 26 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 21; THENCE S89°30'42"W ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 1424.92 FEET; THENCE DEPARTING SAID SOUTH LINE RUN S00°13'39"E, A DISTANCE OF 120.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SCHOFIELD ROAD (120.00' WIDE RIGHT OF WAY PER LAKE COUNTY RIGHT OF WAY MAP) AS RECORDED IN OFFICIAL RECORDS BOOK 5299, PAGE 77 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN S89°30'42"W ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1199.92 FEET TO THE EAST RIGHT OF WAY OF A 30.00 FOOT WIDE PLATTED UNNAMED RIGHT OF WAY, AS RECORDED AND SHOWN ON THE PLAT OF MONTE VISTA PARK FARMS, PLAT BOOK 2, PAGE 27, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE CONTINUE S89°30'42"W ALONG SAID SOUTH RIGHT OF WAY, A DISTANCE OF 30.00 FEET TO THE WEST RIGHT OF WAY OF SAID UNNAMED PLATTED ROAD; THENCE DEPARTING SAID SOUTH RIGHT OF WAY, RUN S00°18'14"E, ALONG SAID WEST RIGHT OF WAY, A DISTANCE OF 919.43 FEET TO THE NORTHERN LIMITS OF SAID PLATTED RIGHT OF WAY AS VACATED IN RESOLUTION 2019-15 AND RECORDED IN OFFICIAL RECORDS BOOK 5240, PAGE 172 OF SAID PUBLIC RECORDS; THENCE RUN N89°22'45"E, ALONG THE NORTH LINE OF SAID VACATED RIGHT OF WAY, A DISTANCE OF 30.00 FEET TO THE EAST RIGHT OF WAY OF SAID UNNAMED PLATTED ROADWAY; THENCE RUN N00°18'14"W, ALONG SAID EAST RIGHT OF WAY, A DISTANCE OF 919.36 FEET TO THE POINT OF BEGINNING.

LESS GRADING AND DRAINAGE EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 5803, PAGE 2299 OF SAID PUBLIC RECORDS

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



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, November 12, 2024		
Agenda Item Name		
Legislative Priorities		
Requested Action		
Staff recommends approval of this list of Legislative Priorities		
Staff Report		
The City of Clermont has recently updated its list of Legislative Priorities to include infrastructure, public safety and other overall priorities. <u>Legislative Priorities</u> City of Clermont Alternative Water Supply Study Northern Clermont Alternative Water Stormwater Recapture For Wellness Way Waste Water Plant Expansion Phase 2 Meet Us In The Middle Plaza and 8th Street Docks South Lake Regional Public Safety Training Center Live Local		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, November 12, 2024		
Agenda Item Name		
Community Benefit Agreement Amendment <i>Lumberyard</i>		
Requested Action		
Consider approval of the Amendment to the Community Benefit Agreement.		
Staff Report		
Applicant Brian Metzler of Penler Development is requesting an amendment to an existing Community Benefit Agreement (CBA) associated with a previously approved Planned Unit Development. In February 2024, the applicant was approved for a development called the Lumberyard District. This PUD consisted of 392 multifamily units and 55,000 square feet of commercial use on 12.3 acres. After the PUD approval, detailed engineering of the site began. The engineers discovered a portion of the site would be better served by draining into the Victory Point drainage basin. This area of .52 acres was not originally calculated to drain into the basin nor was it calculated into the original Community Benefit Agreement. The Victory Point basin presently has over 12 acres of capacity available for additional impervious area. This would more than cover the remaining basin area if it were to be completely developed. The original approved Community Benefit Agreement included relocating the existing lift station, constructing a new lift station, constructing sidewalks on 12th Street, constructing a public parking area at the Row House, and taking over two city right-of-ways that were in need of repair. The applicants estimated sum of the benefits provided to the City was \$2,140,000. If this request is approved to drain the 52 additional acres into the Victory Point drainage basin, the applicant is proposing an additional \$50,000 payment as part of the Community Benefit contribution to the City.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Community Benefit Agreement Amendment - Lumberyard DRAFT	Community Benefit Agreement Amendment - Lumberyard DRAFT 11-5-24 Final 1.docx	
2. Lumberyard CBA request	Lumberyard CBA request.docx	
3. Original PUD and Community Benefit Agreement	Original PUD and Community Benefit Agreement .pdf	

AMENDMENT TO THE
COMMUNITY BENEFIT AGREEMENT

THIS COMMUNITY BENEFIT AGREEMENT (this “Agreement”) is made and entered into as of the _____ day of _____ 2024, by and between THE CITY OF CLERMONT, a Florida municipal corporation, whose address is 685 W. Montrose Street, Clermont, Florida 34711 (the “City”), and WOLFE AND WALLACE PROPERTIES, INC, a Florida Profit Corporation, WOLFE & WALLACE INVESTMENTS, LLC, a Florida Limited Liability Company; whose mailing address is 995 W. Lakeshore Drive, Clermont, Florida 34711 (the “Owner”).

RECITALS

- A. Owner desires to develop approximately 12.3 +/- acres of property, described and depicted in Exhibit “A” attached to and incorporated in this Agreement (hereinafter referred to as the “Property”). Owner is the fee simple owner of the Property and this shall be documented in a recent title report.
- B. The Property is currently zoned Central Business District “CBD”.
- C. Owner has filed with the City a Planned Unit Development (“PUD”) rezoning application for a mixed-use residential and non-residential project on the Property, as shown on the PUD, which will be developed in multiple phases (the “Project”).
- D. The City of Clermont Land Development Code, Section 125-375, allows an applicant (or Owner in this case) to request the use of a density bonus in the Central Business District by including a justification statement in the description of the project in their site plan application. A bonus shall not be considered an entitlement.
- E. The Owner has provided a justification statement in order to attain a density bonus above the permitted 25 dwelling units per acre, up to 32 dwelling units per acre, resulting in an additional 85 residential dwelling units in the Project.
- F. The Owner has listed the following items to be considered to attain the density bonus:
 - 1. Donation of approximately 17,200 square feet of land area to the City of Clermont for the relocation of a new City Lift Station #6 and City Right-of-Way. Based on the current contract price/fair market value of the \$1.3 mm/AC, the value of this dedication is \$513,315.
 - 2. Donation of approximately 1,800 square feet of land bordering the neighbors to the southwest to avoid any boundary issues. Based on the current contract/fair market value of \$1.3mm/AC, the value of this donation is \$53,719.
 - 3. Construction of a new major City Lift Station #6 to current City Standards, including backup generator, RTU Tower, new interior access for vacuum/pumper truck, etc. The current station has limited access and newer equipment. Additionally, utility infrastructure improvement will include the construction of new 520 lineal feet of 8-inch PVC water main and 270 lineal feet of 8-inch PVC sewer main along Carroll Street from 12th Street to the Row House Entrance drive as proposed on the site plan. The cost of this lift station relocation and utility infrastructure is presently estimated at \$850,000.

4. Construction of new 5-foot sidewalk along the east side of 12th Street from the southwest corner of the proposed development project to Carroll Street. The cost of approximately 2,400 square feet of sidewalk is presently estimated at \$21,600.
5. Construction of a new paved parking area for the existing Row House parking area as shown on the proposed plan. The area is expected to be 32,500 square feet and will provide sixty-four (64) – 10 feet by 30 feet parking spaces. A direct connection via future Carroll Street right-of-way will be established to the Row House area through the re-development of this project. The cost of this benefit at \$10 per square foot of asphalt is presently estimated at \$325,000.
6. Currently, two public roads, Carroll Street and Lake Drive, bisect the Project. These streets are in poor condition and the City of Clermont is expecting to have to spend a significant amount to mill the asphalt and repave. The Applicant proposes to repair and reconfigure these roadways (1,404 lineal feet X 24 feet wide) as part of the internal horizontal construction of the project, which will save the City of Clermont from paying for and completing this repair. This estimated cost is approximately \$15 per square foot for a total estimated cost of \$374,400.
7. A contribution of \$50,000 shall be made to the City of Clermont for the additional impervious surface area of .52 acres of land to drain into the Victory Point basin. Additionally, at its sole expense, Owner shall obtain all necessary modifications to City's St. John's Water Management District Permit for the Victory Point Basin to accept the additional impervious surface area of .52 acres. Without expense to it of any kind, the City agrees to reasonably cooperate with Owner to assist with any necessary modification to the permit.

The sum of the total benefits provided is estimated to be \$2,140,000.

NOW, THEREFORE, in consideration of the mutual benefits and the public interest and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Owner on behalf of itself, its transferees, assigns, successors in interest and heirs, and the City agree as follows:

1. **Recitals.** The above recitals are true and correct, are hereby incorporated herein by reference, and form a material part of this Agreement.
2. **Legal Description.** The Property described on Exhibit "A" attached hereto is subject to PUD Ordinance No. 2023-025 adopted by the City of Clermont City Council as of the date hereof, and Owner intends to develop a portion of such Property pursuant thereto.
3. **Density Bonus.**
 - a. In order to receive the density bonus pursuant to the City of Clermont Land Development Code, Section 125-375, Owner will be obligated to make all the improvements listed in the justification statement and outlined in item F (1)-(6) above.
 - b. If Owner fails to timely construct such improvements indicated in item F above, Owner shall be entitled to written notice of such failure and to thirty (30) days after the receipt of that written notice in which to cure said failure. If such portion of the Density Bonus Contribution is not constructed by Owner at the time of the first Certificate of Occupancy (CO), then such failure to timely construct such portion of the Density Bonus Contribution shall constitute a default under this Agreement. Owner expressly agrees, in the event of default, City may withhold any and all building permits until such time as the Density Bonus Contribution has been fully constructed in full. Nothing herein shall prohibit

City from pursuing any and all remedies available in law or equity including, without limitation, an action for specific performance. Notwithstanding anything contained in this Agreement to the contrary, in the event the PUD expires, then no payment shall be due hereunder and this Agreement shall expire.

4. **Authority.** Owner has the full power and authority to make, deliver, enter into and perform pursuant to the terms and conditions of this Agreement and has taken all necessary action to authorize the execution, delivery, and performance of the terms and conditions of this Agreement.

5. **Exhibits.** All exhibits attached hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

6. **Effective Date.** The effective date of this Agreement (the “**Effective Date**”) shall be the date this Agreement is last signed by City or Owner. The Effective Date shall be inserted on the first page of this Agreement.

7. **Amendment.** Amendments to the provisions of this Agreement shall be made by the parties only in writing by formal amendment and shall be presented and approved by City Council.

8. **Binding Effect.** This Agreement, once effective, shall run with the Property described herein and shall be binding upon and enforceable by and against the parties hereto and their beneficiaries, heirs, successors, and assigns. The City acknowledges and agrees that the Owner shall have the right to assign its rights and obligations under this Agreement to any of its successors, or assigns.

9. **Termination.** In the event that the PUD (Ordinance 2023-026) expires or is otherwise terminated, this Agreement shall become null and void.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first above written.

CITY OF CLERMONT, FLORIDA
A Florida Municipal Corporation

Attest:

By: _____

Name: _____

City Clerk

As its: _____

Date: _____

Date: _____

{Signatures Continued on Next Page}

Witnesses:

Signed, sealed and delivered
in our presence:

Name: _____

Name: _____

WOLFE AND WALLACE
PROPERTIES, INC.
Florida Profit Corporation

By: _____
Name: _____
Its: _____
Date: _____

WOLFE & WALLACE
INVESTMENTS, LLC
Florida Limited Liability Company

By: _____
Name: _____
Its: _____
Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2024, by _____, as _____ of Wolfe and Wallace Properties, LLC, Florida Profit Corporation, on behalf of said company. S/He [] is personally known to me or [] has produced _____ (type of identification) as identification.

Signature of Notary Public

Type or Print Name

My Commission Expires: _____

Commission No. _____

Seal

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2024, by _____, as _____ of Wolfe and Wallace Investments, Inc, Florida Limited Liability Company, on behalf of said company. S/He [] is personally known to me or [] has produced _____ (type of identification) as identification.

Signature of Notary Public

Type or Print Name

My Commission Expires: _____

Commission No. _____

Seal

EXHIBIT "A"

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, AND 16 OF BLOCK 120; LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, AND 22 OF BLOCK 119; LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, AND 13 OF BLOCK 115; AND PORTIONS OF CARROLL STREET AND WEST LAKE DRIVE, ALL OF JOHNSON'S REPLAT, OF BLOCKS, 141, 142, 143, 144, 145, 146, 115, 117, 118, 119, AND 120, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 71 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; TOGETHER WITH THAT PORTION OF OSCEOLA STREET VACATED IN THAT ORDINANCE RECORDED IN OFFICIAL RECORDS BOOK 590, PAGE 738 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; ALL LYING IN SECTIONS 23 AND 24, TOWNSHIP 22 SOUTH, RANGE 25 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF NORTH RIGHT OF WAY OF MINNEOLA AVENUE WITH THE EAST LINE OF GOVERNMENT LOT 8, LYING IN SECTION 23 TOWNSHIP 22 SOUTH, RANGE 25 EAST; THENCE RUN NORTH 89°29'17" WEST ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 232.49 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF WEST LAKE DRIVE; THENCE CONTINUE NORTH 89°29'17" WEST ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 50.00 FEET TO THE WEST RIGHT OF WAY OF WEST LAKE DRIVE; THENCE CONTINUE NORTH 89°29'17" WEST ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 125.00 FEET TO THE SOUTHWEST CORNER OF AFORESAID LOT 6 OF BLOCK 120, JOHNSON'S REPLAT; THENCE DEPARTING SAID NORTH RIGHT OF WAY RUN NORTH 0°25'20" EAST ALONG THE WEST LINES OF AFORESAID LOTS 4, 5, AND 6 OF BLOCK 120, JOHNSON'S REPLAT A DISTANCE OF 150.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 4; THENCE DEPARTING SAID WEST LINE RUN NORTH 89°29'17" WEST ALONG THE SOUTH LINES OF AFORESAID LOTS 7, 8, 9, 10, 11, 12, 13, AND 16 OF BLOCK 120, JOHNSON'S REPLAT A DISTANCE OF 497.78 FEET TO THE SOUTHWEST CORNER OF SAID LOT 16 AND A POINT ALONG THE EAST RIGHT OF WAY OF 12TH STREET; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 0°22'36" EAST ALONG THE EAST RIGHT OF WAY A DISTANCE OF 499.90 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, CONCAVE WESTERLY, HAVING A RADIUS OF 1465.68 FEET, A CHORD BEARING OF NORTH 00°10'45" WEST, AND A CHORD DISTANCE OF 10.10 FEET; THENCE ALONG THE ARC OF SAID CURVE, RUN THROUGH A CENTRAL ANGLE OF 00°23'41" FOR A DISTANCE OF 10.10 FEET TO THE NORTHWEST CORNER OF AFORESAID LOT 10 OF BLOCK 119, JOHNSON'S REPLAT AND A POINT ALONG THE SOUTH RIGHT OF WAY OF CARROLL STREET; THENCE DEPARTING SAID EAST RIGHT OF WAY RUN SOUTH 89°29'17" EAST ALONG THE NORTH LINE OF SAID LOTS 7, 8, 9, AND 10 OF BLOCK 119, AND THE SOUTH LINE OF SAID CARROLL STREET, A DISTANCE OF 273.01 FEET TO THE NORTHEAST CORNER OF AFORESAID LOT 7 OF BLOCK 119, JOHNSON'S REPLAT; THENCE DEPARTING SAID SOUTH RIGHT OF WAY RUN NORTH 24°20'54" EAST A DISTANCE OF 61.17 FEET TO THE SOUTHWEST CORNER OF AFORESAID LOT 13 OF BLOCK 115, JOHNSON'S REPLAT, ON THE NORTH RIGHT OF WAY OF SAID CARROLL STREET; THENCE DEPARTING SAID NORTH RIGHT OF WAY RUN NORTH 7°41'47" EAST A DISTANCE OF 98.18 FEET TO THE NORTHWEST CORNER OF AFORESAID LOT 13 OF BLOCK 115, JOHNSON'S REPLAT, BEING A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1176.28 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE ALSO BEING THE NORTH LINE OF AFORESAID LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, AND 13 OF BLOCK 115, JOHNSON'S REPLAT ALONG A CHORD BEARING OF SOUTH 61°10'59" EAST FOR AN ARC LENGTH OF 328.69 FEET; THENCE CONTINUING ALONG SAID NORTH LINE AND THE 100 FEET SOUTHEASTERLY EXTENSION OF RUN SOUTH 69°11'18"

EAST A DISTANCE OF 430.34 FEET; THENCE DEPARTING SAID NORTH LINE AND SOUTHEASTERLY EXTENSION RUN SOUTH 30°13'43" WEST A DISTANCE OF 190.34 FEET TO A POINT ALONG THE AFORESAID EAST LINE OF GOVERNMENT LOT 8; THENCE RUN SOUTH 0°40'24" WEST ALONG SAID EAST LINE A DISTANCE OF 343.41 FEET TO THE AFORESAID POINT OF BEGINNING.

THE LANDS DESCRIBED HEREON CONTAIN 12.309 ACRES (536,167 SQUARE FEET) MORE OR LESS.

DRAFT

Curt

With our civil engineer, Jimmy Conrad, Mark Griffin and Brett Tobias we discussed our project's storm drainage going to the facility at Victory Pointe (VP). We have a great solution all find most acceptable when compared to the alternative scenarios reviewed over the last couple months. City engineering was on board with the plan's logistics.

Original VP design plans called for a 24" pipe to take storm to the pond on the south side of Minneola Ave. There is an 18" pipe which we will upgrade to 24". Currently the portion of our parcel contained in the West Lake watershed consists of 4.45 acres of impervious area (71%). Because our zoning approved site plan is dense, 4.97 acres of impervious (84%) will head to VP according to our latest engineered drawings. **This represents an increase of 0.52 acres.** The VP basin presently has 12.162 acres of additional impervious area capacity. Our project is asking for an increase of 112%.

We understand the City would like us to detail benefits we are happily providing above those clearly outlined in the project's Community Benefit Agreement executed at the time of re-zoning:

1. Remove and backfill existing triangular shaped pond just outside of site boundaries at the SW corner of Victory Point, north side of W. Minneola, on City land to eliminate "eyesore"
2. Remove and fix existing 18" sewer pipe in Lake Ave that is presently back flowing due to manhole at improper elevation (higher than downstream grade)
3. In addition to all the above we would like to make a cash contribute \$50,000.

Hope this is a helpful summary. Please call or email with any questions. We look forward to submitting for permit and getting demo and then construction started asap.

Best,

Brian

BRIAN METZLER | MANAGING PARTNER

 2964 PEACHTREE RD NW | STE 275
ATLANTA, GA 30305
770.367.5508 | bmetzler@penler.com
www.penler.com



**CITY OF CLERMONT
ORDINANCE NO. 2023-026**

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.

NOW THEREFORE, The City Council of the City of Clermont, Lake County, Florida, hereby ordains that:

SECTION 1:

The Official Zoning Map of the City of Clermont, Lake County, Florida, referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances, is hereby amended by rezoning the following described property:

LEGAL DESCRIPTION

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, AND 16 OF BLOCK 120; LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, AND 22 OF BLOCK 119; LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, AND 13 OF BLOCK 115; AND PORTIONS OF CARROLL STREET AND WEST LAKE DRIVE, ALL OF JOHNSON'S REPLAT, OF BLOCKS, 141, 142, 143, 144, 145, 146, 115, 117, 118, 119, AND 120, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 71 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; TOGETHER WITH THAT PORTION OF OSCEOLA STREET VACATED IN THAT ORDINANCE RECORDED IN OFFICIAL RECORDS BOOK 590, PAGE 738 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; ALL LYING IN SECTIONS 23 AND 24, TOWNSHIP 22 SOUTH, RANGE 25 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF NORTH RIGHT OF WAY OF MINNEOLA AVENUE WITH THE EAST LINE OF GOVERNMENT LOT 8, LYING IN SECTION 23 TOWNSHIP 22 SOUTH, RANGE 25 EAST; THENCE RUN NORTH 89°29'17" WEST ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 232.49 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF WEST LAKE DRIVE; THENCE CONTINUE NORTH 89°29'17" WEST ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 50.00 FEET TO THE WEST RIGHT OF WAY OF WEST LAKE DRIVE; THENCE CONTINUE NORTH 89°29'17" WEST ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 125.00 FEET TO THE SOUTHWEST CORNER OF AFORESAID LOT 6 OF BLOCK 120, JOHNSON'S REPLAT; THENCE DEPARTING SAID NORTH RIGHT OF WAY RUN NORTH 0°25'20" EAST ALONG THE WEST LINES OF AFORESAID LOTS 4, 5, AND 6 OF BLOCK 120, JOHNSON'S REPLAT A DISTANCE OF 150.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 4; THENCE DEPARTING SAID WEST LINE RUN NORTH 89°29'17" WEST ALONG THE SOUTH LINES OF AFORESAID LOTS 7, 8, 9, 10, 11, 12, 13, AND 16 OF BLOCK 120, JOHNSON'S REPLAT A DISTANCE OF 497.78 FEET TO THE SOUTHWEST CORNER OF SAID LOT 16 AND A POINT ALONG THE EAST RIGHT OF WAY OF 12TH STREET;



CITY OF CLERMONT
ORDINANCE NO. 2023-026

THENCE DEPARTING SAID SOUTH LINE RUN NORTH 0°22'36" EAST ALONG THE EAST RIGHT OF WAY A DISTANCE OF 499.90 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, CONCAVE WESTERLY, HAVING A RADIUS OF 1465.68 FEET, A CHORD BEARING OF NORTH 00°10'45" WEST, AND A CHORD DISTANCE OF 10.10 FEET; THENCE ALONG THE ARC OF SAID CURVE, RUN THROUGH A CENTRAL ANGLE OF 00°23'41" FOR A DISTANCE OF 10.10 FEET TO THE NORTHWEST CORNER OF AFORESAID LOT 10 OF BLOCK 119, JOHNSON'S REPLAT AND A POINT ALONG THE SOUTH RIGHT OF WAY OF CARROLL STREET; THENCE DEPARTING SAID EAST RIGHT OF WAY RUN SOUTH 89°29'17" EAST ALONG THE NORTH LINE OF SAID LOTS 7, 8, 9, AND 10 OF BLOCK 119, AND THE SOUTH LINE OF SAID CARROLL STREET, A DISTANCE OF 273.01 FEET TO THE NORTHEAST CORNER OF AFORESAID LOT 7 OF BLOCK 119, JOHNSON'S REPLAT; THENCE DEPARTING SAID SOUTH RIGHT OF WAY RUN NORTH 24°20'54" EAST A DISTANCE OF 61.17 FEET TO THE SOUTHWEST CORNER OF AFORESAID LOT 13 OF BLOCK 115, JOHNSON'S REPLAT, ON THE NORTH RIGHT OF WAY OF SAID CARROLL STREET; THENCE DEPARTING SAID NORTH RIGHT OF WAY RUN NORTH 7°41'47" EAST A DISTANCE OF 98.18 FEET TO THE NORTHWEST CORNER OF AFORESAID LOT 13 OF BLOCK 115, JOHNSON'S REPLAT, BEING A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1176.28 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE ALSO BEING THE NORTH LINE OF AFORESAID LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, AND 13 OF BLOCK 115, JOHNSON'S REPLAT ALONG A CHORD BEARING OF SOUTH 61°10'59" EAST FOR AN ARC LENGTH OF 328.69 FEET; THENCE CONTINUING ALONG SAID NORTH LINE AND THE 100 FEET SOUTHEASTERLY EXTENSION OF RUN SOUTH 69°11'18" EAST A DISTANCE OF 430.34 FEET; THENCE DEPARTING SAID NORTH LINE AND SOUTHEASTERLY EXTENSION RUN SOUTH 30°13'43" WEST A DISTANCE OF 190.34 FEET TO A POINT ALONG THE AFORESAID EAST LINE OF GOVERNMENT LOT 8; THENCE RUN SOUTH 0°40'24" WEST ALONG SAID EAST LINE A DISTANCE OF 343.41 FEET TO THE AFORESAID POINT OF BEGINNING.

THE LANDS DESCRIBED HEREON CONTAIN 12.309 ACRES (536,167 SQUARE FEET) MORE OR LESS.

LOCATION:

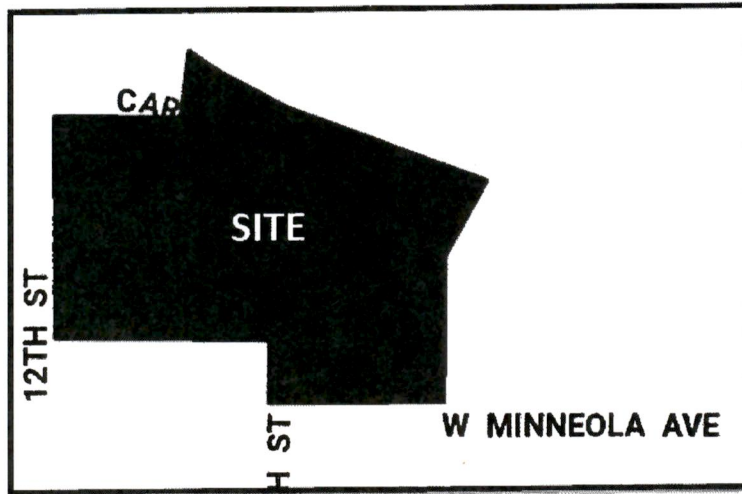
1000 Carroll Street (Wolfe & Wallace Investments, LLC)
North of the W. Minneola Ave. and Lake Drive intersection, adjacent to Victory Pointe and
South Lake Trail, and west of Lake Drive, including the requested vacated portion of
Carroll Street and Lake Drive.

(Alternate Key 1622581, 1622701, 1622719, 1622727, 1622743,
1622751, 1622760, 1622778, 3409736, 1815673, 1622735)

Approx. 12.3 +/- Acres



CITY OF CLERMONT
ORDINANCE NO. 2023-026



Requested Action:

**Rezone property from Central Business District (CBD) to
Planned Unit Development (PUD) for residential and non-residential uses consisting of
multi-family apartments, retail, restaurant, and office uses**

SECTION 2: GENERAL CONDITIONS

This application for a Planned Unit Development is to allow for a 392 multi-family residential units on the property described above (hereinafter the "Property") with up to 55,000 square feet of non-residential 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 the Lumberyard District Rezoning Plan, prepared by Kimley-Horn dated November 15, 2023. Formal construction plans incorporating all conditions stated in this permit shall be submitted for review and approved by the Site Review Committee prior to the issuance of a zoning clearance or other development permits.
3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.
4. Fiber optic conduit and pull boxes may be required to be installed by the developer in the utility easements to extend the City's fiber optic network. The City's Information Technology Director will work with the developer at the time of site plan review to determine the extent of fiber optic conduit.



CITY OF CLERMONT
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5. Easements shall be provided to the City at no expense to the City authorizing the City's unrestricted access to any existing and proposed utilities that the City will own and maintain.
6. School concurrency shall be met before any final site plan approval that contains residential uses that will generate school age children in accordance with the Comprehensive Plan and Land Development Code.
7. All Fire Department Access for the Project shall be provided in Accordance with the Florida Fire Prevention Code. All Multi-family Buildings shall be provided with Fire Sprinklers.
8. Irrigation water shall be provided by a private well for all common areas and commercial sites throughout the project.
9. Irrigation and landscaping shall meet Florida Water Star requirements. Topsoil and/or soil amendments will be required prior to any landscape plantings to help reduce the irrigation needs to maintain healthy landscaping. Notice is hereby provided that specific standards relating to irrigation and landscaping are under development, and if adopted, shall apply to any undeveloped portions of this project.
10. The Developer shall be responsible for all costs of on-site and off-site utility improvements, including, but not limited to design, material, permitting, connection and installation of sufficient size lines, lift stations and other appurtenances necessary to allow the City to serve the property.
11. Any existing dedicated City of Clermont utilities must stay in service throughout construction unless service disruption is reviewed and approved by the City for temporary service pauses related to the construction of new utility infrastructure. This shall be coordinated and approved in writing from the City's Public Services Department Director or assignee.
12. No Certificate of Occupancy shall be issued until water and sewer improvements have been completed and accepted by the City.
13. All utilities shall be designed and installed as per the City's specifications or as amended and approved by City staff.
14. 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.
15. The PUD meets the mandatory requirements through the waivers for residential development in the CBD and the density bonus criteria, as determined by City Council, as set forth in Section 125-375.



**CITY OF CLERMONT
ORDINANCE NO. 2023-026**

SECTION 3: LAND USES AND SPECIFIC CONDITIONS

1. The project will be developed in multiple phases. The project will be vertically developed in two main phases. The Multifamily phase consisting of buildings 1-4 on 7.14 +/- acres will consist of 262 multi-family units. The density within this phase will be 36.7 dwelling units/acre. A density bonus of 84 units is being requested within this phase through the use of a Community Benefit Agreement (Attachment A). Buildings 5-10 will be constructed in the second phase, Commercial phase, on 5.16 +/- acres with 130 multi-family units and 55,000 square feet of non-residential use. The density in this phase will be 25.2 dwelling units/acre. A bonus density of 1 unit is being requested within this phase and is included in the Community Benefit Agreement.
2. The project is being developed with 2 distinctive phases. Below are the phases with the specific requirements of each phase, as documented on the Lumberyard District Rezoning Plan, prepared by Kimley-Horn dated November 22, 2023, Attachment B.

PROJECT SITE: MULTIFAMILY 7.14 ACRES ISR CALCULATION MULTIFAMILY: MULTIFAMILY IMPERVIOUS AREA: 5.82 AC MULTIFAMILY PERVIOUS AREA: 1.32 AC MAXIMUM ISR: 1.00 PROPOSED ISR: 0.82 DENSITY MULTIFAMILY: PROPOSED MULTIFAMILY DWELLING UNITS (BUILDINGS #1-#4): 262 UNITS TOTAL UNITS: 262 UNITS TOTAL AREA FOR DENSITY CALCULATIONS: 7.14 ACRES CENTRAL BUSINESS DISTRICT (CBD) MAX: 40 DU/ACRE (WITH AVAILABLE BONUS) MIN: N/A 262 UNITS/7.14 ACRES = 36 UNITS/ACRE	PROJECT SITE: COMMERCIAL 5.16 ACRES ISR CALCULATION COMMERCIAL: COMMERCIAL IMPERVIOUS AREA: 4.31 AC COMMERCIAL PERVIOUS AREA: 0.84 AC MAXIMUM ISR: 1.00 PROPOSED ISR: 0.84 DENSITY COMMERCIAL: MULTIFAMILY DWELLING UNITS (BUILDINGS #5 & #7): 130 UNITS TOTAL MULTIFAMILY UNITS: 130 UNITS BUILDING #7 RETAIL SPACE: 11,550 SF BUILDING #8 RETAIL SPACE: 10,150 SF BUILDING #9 RETAIL SPACE: 10,400 SF BUILDING #10 RETAIL SPACE: 21,000 SF TOTAL COMMERCIAL SF: 53,100 SF TOTAL AREA FOR DENSITY CALCULATIONS: 5.16 ACRES CENTRAL BUSINESS DISTRICT (CBD) MAX: 40 DU/ACRE (WITH AVAILABLE BONUS) MIN: N/A 130 UNITS/5.16 ACRES = 25 UNITS/ACRE
MULTIFAMILY PARKING REQUIREMENTS: (1.25 SPACES/1 BEDROOM UNIT): 1.25 SPACES X 197 UNITS = 247 SPACES (1.5 SPACES/2 BEDROOM UNIT): 1.5 SPACES X 65 UNITS = 98 SPACES TOTAL SPACES REQUIRED: 345 SPACES PROVIDED MULTIFAMILY PARKING STANDARD SPACES (10'X20'): 137 SPACES COMPACT SPACES (9'X18'): 186 SPACES PARALLEL SPACES (10'X23'): 14 SPACES ADA SPACES (12'X20'): 8 SPACES TOTAL SPACES PROPOSED: 345 SPACES	COMMERCIAL PARKING REQUIREMENTS: THE COMMERCIAL PORTION OF THIS SITE INCLUDES 130 MULTIFAMILY UNITS PROVIDED WITHIN A 4 STORY LIVE-WORK MULTIFAMILY BUILDING, A 2 STORY MULTIFAMILY BUILDING ABOVE THE 10,150 SF RETAIL BUILDING, AND A 4 STORY MULTIFAMILY BUILDING. RETAIL PARKING REQUIREMENT: 1 SPACE/333 SF PROPOSED 2 STORY RETAIL (10,400 SF) = 31 SPACES PROPOSED 2 STORY RETAIL (21,000 SF) = 63 SPACES PROPOSED 1 STORY RETAIL (10,150 SF) = 30 SPACES COMMERCIAL SPACES REQUIRED: 124 SPACES
BUILDING SETBACKS MULTIFAMILY: MIN/MAX PROPOSED NORTH (FRONT): 0 FT/ NA 18 FT SOUTH (BACK): 0 FT/ NA 84 FT EAST (SIDE): 0 FT/ NA 12 FT WEST (SIDE): 0 FT/ NA 18 FT	MULTIFAMILY PARKING REQUIREMENTS: (1.25 SPACES/1 BEDROOM UNIT): 123 SPACES (1.5 SPACES/2 BEDROOM UNIT): 49 SPACES TOTAL SPACES REQUIRED: 172 SPACES TOTAL SPACES REQUIRED: 296 SPACES
LANDSCAPING/BUFFERS MULTIFAMILY: MIN PROPOSED NORTH (FRONT): 10/15 FT* 10/15 FT EAST (SIDE): 10 FT 10 FT WEST (SIDE): 15 FT 15 FT SOUTH (BACK): 10/15 FT* 10/15 FT *THE LANDSCAPE BUFFER WHEN ADJACENT TO PUBLIC RIGHT OF WAY IS MINIMUM 15 FT WITH BRICK, STONE, OR MASONRY WALL W/ TREES OR SHRUBS OR 25' WITH EARTHEN BERM, TREES, AND CONTINUOUS HEDGE. LANDSCAPE BUFFER BETWEEN ADJACENT PROPERTIES IS 10 FT.	PROVIDED COMMERCIAL PARKING STANDARD SPACES (10'X20'): 46 SPACES COMPACT SPACES (9'X18'): 63 SPACES PARALLEL SPACES (10'X23'): 8 SPACES ADA SPACES (12'X20'): 6 SPACES GARAGE SPACES (10'X20'): 180 SPACES TOTAL SPACES PROPOSED: 303 SPACES BUILDING SETBACKS COMMERCIAL: MIN/MAX PROPOSED NORTH (FRONT): 0 FT/ NA 23 FT SOUTH (BACK): 0 FT/ NA 14 FT EAST (SIDE): 0 FT/ NA 24 FT WEST (SIDE): 0 FT/ NA 7 FT LANDSCAPING/BUFFERS COMMERCIAL: MIN PROPOSED NORTH (FRONT): 10 FT 10 FT EAST (SIDE): 10 FT 15 FT WEST (SIDE): 10 FT 10 FT SOUTH (BACK): 20 FT 20 FT



CITY OF CLERMONT
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3. Prior to the first certificate of occupancy (CO), all the existing buildings onsite will be demolished and removed with mass grading of the site. In addition, the installation of the master utilities, street improvements, sidewalks and any other item listed in the Community Benefit Agreement, and any other utility/infrastructure needed to serve any building seeking a CO shall be completed and accepted by the City in writing prior to the first CO.
4. The Multifamily Phase buildings, 1–4, shall be constructed in a manner that closely resembles the architectural style and elevations as presented in Attachment C and shall meet the City of Clermont's Architectural Standards.
5. Prior to the permitting and construction of the Commercial Phase buildings, 5–10, the Applicant shall be required to present the architectural plans and phase before City Council for review and approval. The City Council may request modifications to ensure compatibility within the site.
6. The maximum building height shall be up to 65 feet, measured at the highest point.
7. An increase in the ratio of compact spaces (9' x 18') from 10% of the overall project up to 40% of the overall project may be used.
8. Trash compacters may be substituted for dumpsters for the project if the Applicant can demonstrate it can sufficiently meet the waste demands for the project.
9. All internal streets will be privately owned and maintained by the owner and/or developer. This includes the vacated portion of Carroll Street and Lake Drive.
10. Reduced landscape islands, from 300 square feet to 200 square feet throughout the project and 160 square feet within areas of compact parking spaces may be used.
11. The removal of the requirement of construction material to be masonry or other non-wood material for the construction of the first floor of the buildings is allowed.
12. An improved pedestrian crossing will need to be installed by the Applicant crossing 12th Street. Including the north and south side of Minneola Ave. This shall be coordinated with Lake County and the City of Clermont.
13. An improved trail crossing shall be installed at the access point across the South Lake Trail leading to the Rowing Boathouse parking lot. This crossing shall be upgraded to a "Case IV Major Side Street Crossing Near Intersection." Coordination and construction of this trail crossing shall be at the Applicant's expense and conducted through the City and Lake County Department of Public Works.



CITY OF CLERMONT
ORDINANCE NO. 2023-026

14. The Applicant shall be required to install the necessary turn lanes on 12th Street, as required by Lake County Access Management. Additional right-of-way may be required for offsite improvements and the sidewalk. This dedication shall be made at no cost to the County or the City.
15. All leases for residential units in the project shall be for a minimum of six months on the initial lease term.
16. Upon the reconstruction and acceptance of Carroll St by the City, the owner shall dedicate the Carroll St. right-of-way to the city. This shall be dedicated and completed with the certificate of completion of the new lift station.
17. Internal streets connecting to the Row House shall be completed prior to any vertical construction (Timber Way, Oak Lane, Carroll St. and the un-named north south street between)
18. The project shall be developed according to the Central Business District (CBD) zoning designation in the Land Development Code, unless expressly stated above.
19. This Planned Unit Development shall become null and void if substantial construction work has not begun within two (2) 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 Central Business District (CBD) Zoning Designation.

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

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



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SECTION 7: RECORDING

This Ordinance shall be recorded in the Public Records of Lake County, Florida and at the Applicant's expense.

SECTION 8: PUBLICATION AND AN 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.

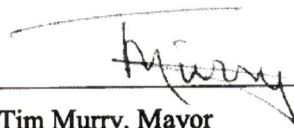


CITY OF CLERMONT
ORDINANCE NO. 2023-026

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 12th day of December, 2023.

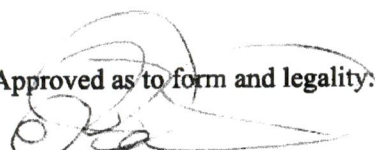


CITY OF CLERMONT


Tim Murry, Mayor

ATTEST:


Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney



CITY OF CLERMONT
ORDINANCE NO. 2023-026

ATTACHMENT A – COMMUNITY BENEFIT AGREEMENT

COMMUNITY BENEFIT AGREEMENT

THIS COMMUNITY BENEFIT AGREEMENT (this "Agreement") is made and entered into as of the 12th day of December 2023, by and between THE CITY OF CLERMONT, a Florida municipal corporation, whose address is 685 W. Montrose Street, Clermont, Florida 34711 (the "City"), and WOLFE AND WALLACE PROPERTIES, INC, a Florida Profit Corporation, WOLFE & WALLACE INVESTMENTS, LLC, a Florida Limited Liability Company; whose mailing address is 995 W. Lakeshore Drive, Clermont, Florida 34711 (the "Owner").

RECITALS

- A. Owner desires to develop approximately 12.3 +/- acres of property, described and depicted in Exhibit "A" attached to and incorporated in this Agreement (hereinafter referred to as the "Property"). Owner is the fee simple owner of the Property and this shall be documented in a recent title report.
- B. The Property is currently zoned Central Business District "CBD".
- C. Owner has filed with the City a Planned Unit Development ("PUD") rezoning application for a mixed-use residential and non-residential project on the Property, as shown on the PUD, which will be developed in multiple phases (the "Project").
- D. The City of Clermont Land Development Code, Section 125-375, allows an applicant (or Owner in this case) to request the use of a density bonus in the Central Business District by including a justification statement in the description of the project in their site plan application. A bonus shall not be considered an entitlement.
- E. The Owner has provided a justification statement in order to attain a density bonus above the permitted 25 dwelling units per acre, up to 32 dwelling units per acre, resulting in an additional 85 residential dwelling units in the Project.
- F. The Owner has listed the following items to be considered to attain the density bonus:
 - 1. Donation of approximately 17,200 square feet of land area to the City of Clermont for the relocation of a new City Lift Station #6 and City Right-of-Way. Based on the current contract price/fair market value of the \$1.3 mm/AC, the value of this dedication is \$513,315.
 - 2. Donation of approximately 1,800 square feet of land bordering the neighbors to the southwest to avoid any boundary issues. Based on the current contract/fair market value of \$1.3mm/AC, the value of this donation is \$53,719.
 - 3. Construction of a new major City Lift Station #6 to current City Standards, including backup generator, RTU Tower, new interior access for vacuum/pumper truck, etc. The current station has limited access and newer equipment. Additionally, utility infrastructure improvement will include the construction of new 520 lineal feet of 8-inch PVC water main and 270 lineal feet of 8-inch PVC sewer main along Carroll Street from 12th Street to the Row House Entrance drive as proposed on the site plan. The cost of this lift station relocation and utility infrastructure is presently estimated at \$850,000.

4. Construction of new 5-foot sidewalk along the east side of 12th Street from the southwest corner of the proposed development project to Carroll Street. The cost of approximately 2,400 square feet of sidewalk is presently estimated at \$21,600.
5. Construction of a new paved parking area for the existing Row House parking area as shown on the proposed plan. The area is expected to be 32,500 square feet and will provide sixty-four (64) – 10 feet by 30 feet parking spaces. A direct connection via future Carroll Street right-of-way will be established to the Row House area through the re-development of this project. The cost of this benefit at \$10 per square foot of asphalt is presently estimated at \$325,000.
6. Currently, two public roads, Carroll Street and Lake Drive, bisect the Project. These streets are in poor condition and the City of Clermont is expecting to have to spend a significant amount to mill the asphalt and repave. The Applicant proposes to repair and reconfigure these roadways (1,404 lineal feet X 24 feet wide) as part of the internal horizontal construction of the project, which will save the City of Clermont from paying for and completing this repair. This estimated cost is approximately \$15 per square foot for a total estimated cost of \$374,400.

The sum of the total benefits provided is estimated to be \$2,140,000.

NOW, THEREFORE, in consideration of the mutual benefits and the public interest and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Owner on behalf of itself, its transferees, assigns, successors in interest and heirs, and the City agree as follows:

1. **Recitals.** The above recitals are true and correct, are hereby incorporated herein by reference, and form a material part of this Agreement.
2. **Legal Description.** The Property described on Exhibit "A" attached hereto is subject to PUD Ordinance No. 2023-025 adopted by the City of Clermont City Council as of the date hereof, and Owner intends to develop a portion of such Property pursuant thereto.
3. **Density Bonus.**
 - a. In order to receive the density bonus pursuant to the City of Clermont Land Development Code, Section 125-375, Owner will be obligated to make all the improvements listed in the justification statement and outlined in item F (1)-(6) above.
 - b. If Owner fails to timely construct such improvements indicated in item F above, Owner shall be entitled to written notice of such failure and to thirty (30) days after the receipt of that written notice in which to cure said failure. If such portion of the Density Bonus Contribution is not constructed by Owner at the time of the first Certificate of Occupancy (CO), then such failure to timely construct such portion of the Density Bonus Contribution shall constitute a default under this Agreement. Owner expressly agrees, in the event of default, City may withhold any and all building permits until such time as the Density Bonus Contribution has been fully constructed in full. Nothing herein shall prohibit City from pursuing any and all remedies available in law or equity including, without limitation, an action for specific performance. Notwithstanding anything contained in this Agreement to the contrary, in the event the PUD expires, then no payment shall be due hereunder and this Agreement shall expire.
4. **Authority.** Owner has the full power and authority to make, deliver, enter into and perform pursuant to the terms and conditions of this Agreement and has taken all necessary action to authorize the execution, delivery, and performance of the terms and conditions of this Agreement.

5. **Exhibits.** All exhibits attached hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

6. **Effective Date.** The effective date of this Agreement (the "Effective Date") shall be the date this Agreement is last signed by City or Owner. The Effective Date shall be inserted on the first page of this Agreement.

7. **Amendment.** Amendments to the provisions of this Agreement shall be made by the parties only in writing by formal amendment and shall be presented and approved by City Council.

8. **Binding Effect.** This Agreement, once effective, shall run with the Property described herein and shall be binding upon and enforceable by and against the parties hereto and their beneficiaries, heirs, successors, and assigns. The City acknowledges and agrees that the Owner shall have the right to assign its rights and obligations under this Agreement to any of its successors, or assigns.

9. **Termination.** In the event that the PUD (Ordinance 2023-026) expires or is otherwise terminated, this Agreement shall become null and void.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first above written.

CITY OF CLERMONT, FLORIDA
A Florida Municipal Corporation

Attest:

City Clerk

Date: 12-12-2023

By: [Signature]

Name: Tim Murry

As its: Mayor

Date: 12-12-2023



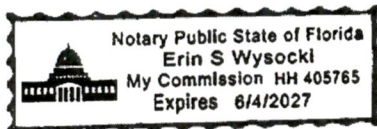
{Signatures Continued on Next Page}

Witnesses:Signed, sealed and delivered
in our presence:WOLFE AND WALLACE
PROPERTIES, INC.
Florida for Profit CorporationBy: Del WallaceName: David WallaceIts: ManagerDate: 2/22/24WOLFE & WALLACE
INVESTMENTS, LLC
Florida Limited Liability CompanyBy: Del WallaceName: David WallaceIts: ManagerDate: 2/22/24

Erin Wysocki
Name: Erin Wysocki
Jimmy D. Crawford
Name: Jimmy D. Crawford

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 22 day of February, 2024, by David Wallace, as Manager of Wolfe and Wallace Properties, INC. Florida Profit Corporation, on behalf of said company. S/He ☒ is personally known to me or ☐ has produced _____ (type of identification) as identification.



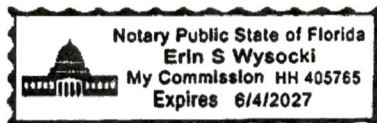
Seal

Signature of Notary Public

Type or Print Name

My Commission Expires: 6/4/2027Commission No. HH 405765STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 22 day of February, 2024, by David Wallace, as Manager of Wolfe and Wallace Investments, LLC, Florida Limited Liability Company, on behalf of said company. S/He ☒ is personally known to me or ☐ has produced _____ (type of identification) as identification.



Seal

Signature of Notary Public

Type or Print Name

My Commission Expires: 6/4/2027Commission No. HH 405765

DRAFT -4

EXHIBIT "A"

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, AND 16 OF BLOCK 120; LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, AND 22 OF BLOCK 119; LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, AND 13 OF BLOCK 115; AND PORTIONS OF CARROLL STREET AND WEST LAKE DRIVE, ALL OF JOHNSON'S REPLAT, OF BLOCKS, 141, 142, 143, 144, 145, 146, 115, 117, 118, 119, AND 120, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 71 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; TOGETHER WITH THAT PORTION OF OSCEOLA STREET VACATED IN THAT ORDINANCE RECORDED IN OFFICIAL RECORDS BOOK 590, PAGE 738 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; ALL LYING IN SECTIONS 23 AND 24, TOWNSHIP 22 SOUTH, RANGE 25 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF NORTH RIGHT OF WAY OF MINNEOLA AVENUE WITH THE EAST LINE OF GOVERNMENT LOT 8, LYING IN SECTION 23 TOWNSHIP 22 SOUTH, RANGE 25 EAST; THENCE RUN NORTH 89°29'17" WEST ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 232.49 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF WEST LAKE DRIVE; THENCE CONTINUE NORTH 89°29'17" WEST ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 50.00 FEET TO THE WEST RIGHT OF WAY OF WEST LAKE DRIVE; THENCE CONTINUE NORTH 89°29'17" WEST ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 125.00 FEET TO THE SOUTHWEST CORNER OF AFORESAID LOT 6 OF BLOCK 120, JOHNSON'S REPLAT; THENCE DEPARTING SAID NORTH RIGHT OF WAY RUN NORTH 0°25'20" EAST ALONG THE WEST LINES OF AFORESAID LOTS 4, 5, AND 6 OF BLOCK 120, JOHNSON'S REPLAT A DISTANCE OF 150.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 4; THENCE DEPARTING SAID WEST LINE RUN NORTH 89°29'17" WEST ALONG THE SOUTH LINES OF AFORESAID LOTS 7, 8, 9, 10, 11, 12, 13, AND 16 OF BLOCK 120, JOHNSON'S REPLAT A DISTANCE OF 497.78 FEET TO THE SOUTHWEST CORNER OF SAID LOT 16 AND A POINT ALONG THE EAST RIGHT OF WAY OF 12TH STREET; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 0°22'36" EAST ALONG THE EAST RIGHT OF WAY A DISTANCE OF 499.90 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, CONCAVE WESTERLY, HAVING A RADIUS OF 1465.68 FEET, A CHORD BEARING OF NORTH 00°10'45" WEST, AND A CHORD DISTANCE OF 10.10 FEET; THENCE ALONG THE ARC OF SAID CURVE, RUN THROUGH A CENTRAL ANGLE OF 00°23'41" FOR A DISTANCE OF 10.10 FEET TO THE NORTHWEST CORNER OF AFORESAID LOT 10 OF BLOCK 119, JOHNSON'S REPLAT AND A POINT ALONG THE SOUTH RIGHT OF WAY OF CARROLL STREET; THENCE DEPARTING SAID EAST RIGHT OF WAY RUN SOUTH 89°29'17" EAST ALONG THE NORTH LINE OF SAID LOTS 7, 8, 9, AND 10 OF BLOCK 119, AND THE SOUTH LINE OF SAID CARROLL STREET, A DISTANCE OF 273.01 FEET TO THE NORTHEAST CORNER OF AFORESAID LOT 7 OF BLOCK 119, JOHNSON'S REPLAT; THENCE DEPARTING SAID SOUTH RIGHT OF WAY RUN NORTH 24°20'54" EAST A DISTANCE OF 61.17 FEET TO THE SOUTHWEST CORNER OF AFORESAID LOT 13 OF BLOCK 115, JOHNSON'S REPLAT, ON THE NORTH RIGHT OF WAY OF SAID CARROLL STREET; THENCE DEPARTING SAID NORTH RIGHT OF WAY RUN NORTH 7°41'47" EAST A DISTANCE OF 98.18 FEET TO THE NORTHWEST CORNER OF AFORESAID LOT 13 OF BLOCK 115, JOHNSON'S REPLAT, BEING A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1176.28 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE ALSO BEING THE NORTH LINE OF AFORESAID LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, AND 13 OF BLOCK 115, JOHNSON'S REPLAT ALONG A CHORD BEARING OF SOUTH 61°10'59" EAST FOR AN ARC LENGTH OF 328.69 FEET; THENCE CONTINUING ALONG SAID NORTH LINE AND THE 100 FEET SOUTHEASTERLY EXTENSION OF RUN SOUTH 69°11'18"

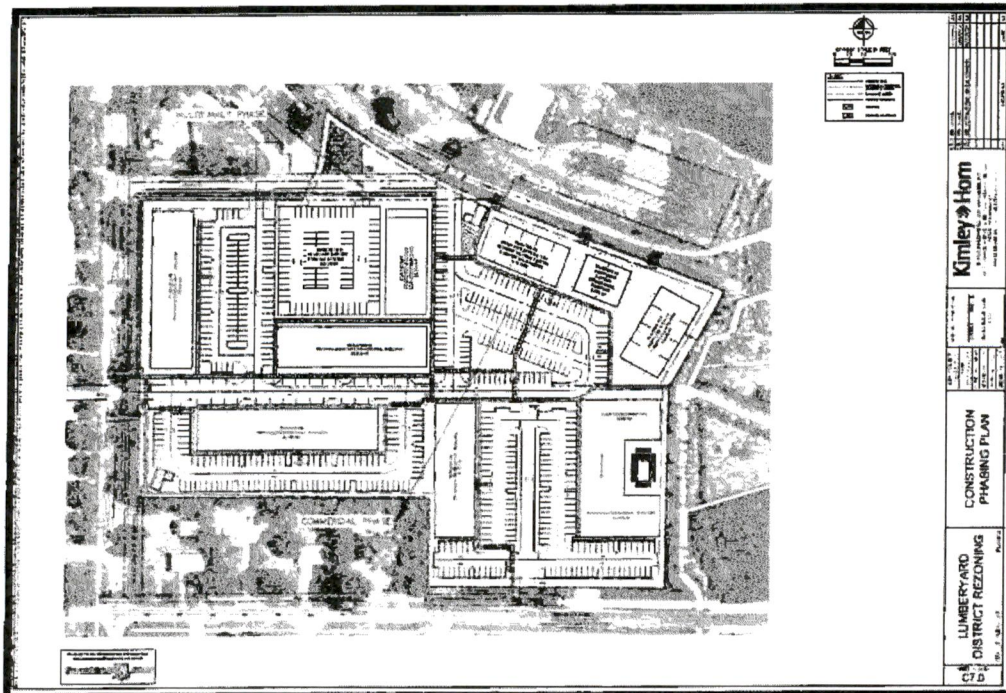
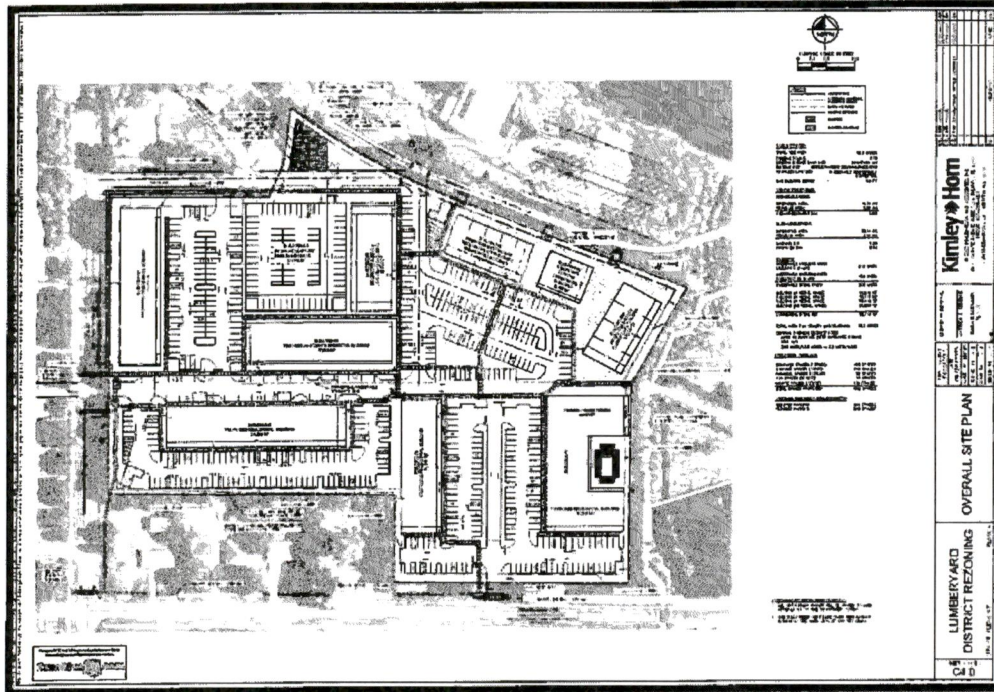
EAST A DISTANCE OF 430.34 FEET; THENCE DEPARTING SAID NORTH LINE AND SOUTHEASTERLY EXTENSION RUN SOUTH 30°13'43" WEST A DISTANCE OF 190.34 FEET TO A POINT ALONG THE AFORESAID EAST LINE OF GOVERNMENT LOT 8; THENCE RUN SOUTH 0°40'24" WEST ALONG SAID EAST LINE A DISTANCE OF 343.41 FEET TO THE AFORESAID POINT OF BEGINNING.

THE LANDS DESCRIBED HEREON CONTAIN 12.309 ACRES (536,167 SQUARE FEET) MORE OR LESS.



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ORDINANCE NO. 2023-026

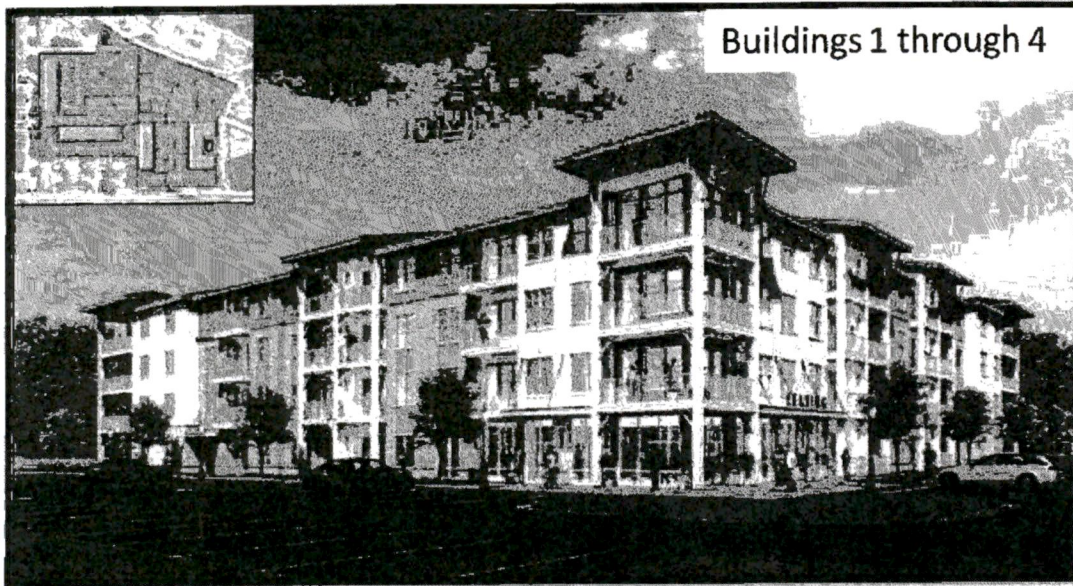
ATTACHMENT B – SITE PLAN/PHASING PLAN





CITY OF CLERMONT
ORDINANCE NO. 2023-026

ATTACHMENT C – MULTIFAMILY BUILDINGS 1-4 SAMPLE ELEVATION





CITY OF CLERMONT
ORDINANCE NO. 2023-026

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.

NOW THEREFORE, The City Council of the City of Clermont, Lake County, Florida, hereby ordains that:

SECTION 1:

The Official Zoning Map of the City of Clermont, Lake County, Florida, referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances, is hereby amended by rezoning the following described property:

LEGAL DESCRIPTION

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, AND 16 OF BLOCK 120; LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, AND 22 OF BLOCK 119; LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, AND 13 OF BLOCK 115; AND PORTIONS OF CARROLL STREET AND WEST LAKE DRIVE, ALL OF JOHNSON'S REPLAT, OF BLOCKS, 141, 142, 143, 144, 145, 146, 115, 117, 118, 119, AND 120, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 71 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; TOGETHER WITH THAT PORTION OF OSCEOLA STREET VACATED IN THAT ORDINANCE RECORDED IN OFFICIAL RECORDS BOOK 590, PAGE 738 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; ALL LYING IN SECTIONS 23 AND 24, TOWNSHIP 22 SOUTH, RANGE 25 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CITY OF CLERMONT
ORDINANCE NO. 2023-026

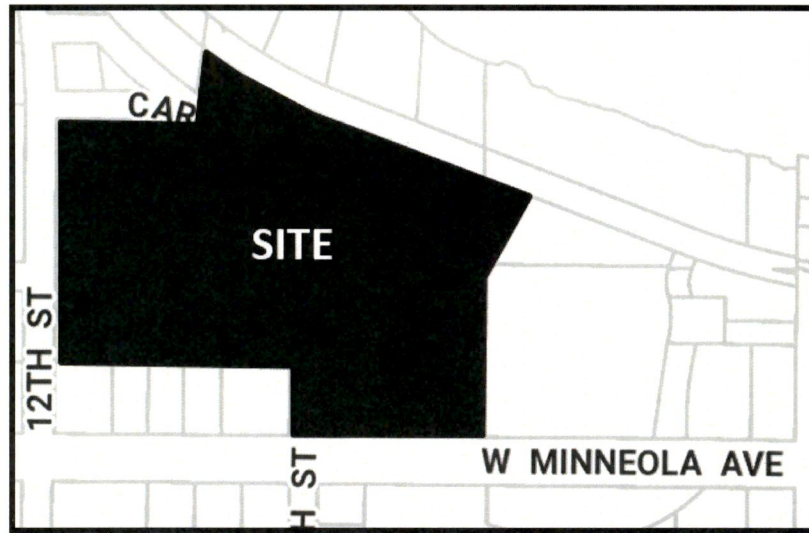
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THE LANDS DESCRIBED HEREON CONTAIN 12.309 ACRES (536,167 SQUARE FEET) MORE OR LESS.

LOCATION:

1000 Carroll Street (Wolfe & Wallace Investments, LLC)
North of the W. Minneola Ave. and Lake Drive intersection, adjacent to Victory Pointe and
South Lake Trail, and west of Lake Drive, including the requested vacated portion of
Carroll Street and Lake Drive.

(Alternate Key 1622581, 1622701, 1622719, 1622727, 1622743,
1622751, 1622760, 1622778, 3409736, 1815673, 1622735)
Approx. 12.3 +/- Acres



Requested Action:

**Rezone property from Central Business District (CBD) to
Planned Unit Development (PUD) for residential and non-residential uses consisting of
multi-family apartments, retail, restaurant, and office uses**

SECTION 2: GENERAL CONDITIONS

This application for a Planned Unit Development is to allow for a 392 multi-family residential units on the property described above (hereinafter the "Property") with up to 55,000 square feet of non-residential 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 the Lumberyard District Rezoning Plan, prepared by Kimley-Horn dated November 15, 2023. Formal construction plans incorporating all conditions stated in this permit shall be submitted for review and approved by the Site Review Committee prior to the issuance of a zoning clearance or other development permits.
3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.
4. Fiber optic conduit and pull boxes may be required to be installed by the developer in the utility easements to extend the City's fiber optic network. The City's Information Technology Director will work with the developer at the time of site plan review to determine the extent of fiber optic conduit.



CITY OF CLERMONT
ORDINANCE NO. 2023-026

5. Easements shall be provided to the City at no expense to the City authorizing the City's unrestricted access to any existing and proposed utilities that the City will own and maintain.
6. School concurrency shall be met before any final site plan approval that contains residential uses that will generate school age children in accordance with the Comprehensive Plan and Land Development Code.
7. All Fire Department Access for the Project shall be provided in Accordance with the Florida Fire Prevention Code. All Multi-family Buildings shall be provided with Fire Sprinklers.
8. Irrigation water shall be provided by a private well for all common areas and commercial sites throughout the project.
9. Irrigation and landscaping shall meet Florida Water Star requirements. Topsoil and/or soil amendments will be required prior to any landscape plantings to help reduce the irrigation needs to maintain healthy landscaping. Notice is hereby provided that specific standards relating to irrigation and landscaping are under development, and if adopted, shall apply to any undeveloped portions of this project.
10. The Developer shall be responsible for all costs of on-site and off-site utility improvements, including, but not limited to design, material, permitting, connection and installation of sufficient size lines, lift stations and other appurtenances necessary to allow the City to serve the property.
11. Any existing dedicated City of Clermont utilities must stay in service throughout construction unless service disruption is reviewed and approved by the City for temporary service pauses related to the construction of new utility infrastructure. This shall be coordinated and approved in writing from the City's Public Services Department Director or assignee.
12. No Certificate of Occupancy shall be issued until water and sewer improvements have been completed and accepted by the City.
13. All utilities shall be designed and installed as per the City's specifications or as amended and approved by City staff.
14. 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.
15. The PUD meets the mandatory requirements through the waivers for residential development in the CBD and the density bonus criteria, as determined by City Council, as set forth in Section 125-375.

SECTION 3: LAND USES AND SPECIFIC CONDITIONS

1. The project will be developed in multiple phases. The project will be vertically developed in two main phases. The Multifamily phase consisting of buildings 1-4 on 7.14 +/- acres will consist of 262 multi-family units. The density within this phase will be 36.7 dwelling units/acre. A density bonus of 84 units is being requested within this phase through the use of a Community Benefit Agreement (Attachment A). Buildings 5-10 will be constructed in the second phase, Commercial phase, on 5.16 +/- acres with 130 multi-family units and 55,000 square feet of non-residential use. The density in this phase will be 25.2 dwelling units/acre. A bonus density of 1 unit is being requested within this phase and is included in the Community Benefit Agreement.
2. The project is being developed with 2 distinctive phases. Below are the phases with the specific requirements of each phase, as documented on the Lumberyard District Rezoning Plan, prepared by Kimley-Horn dated November 22, 2023, Attachment B.

PROJECT SITE:		
MULTIFAMILY		7.14 ACRES
ISR CALCULATION MULTIFAMILY:		
MULTIFAMILY IMPERVIOUS AREA:		5.82 AC
MULTIFAMILY PERVIOUS AREA:		1.32 AC
MAXIMUM ISR:		1.00
PROPOSED ISR:		0.82
DENSITY MULTIFAMILY:		
PROPOSED MULTIFAMILY DWELLING UNITS (BUILDINGS #1-#4):		262 UNITS
TOTAL UNITS:		262 UNITS
TOTAL AREA FOR DENSITY CALCULATIONS:		7.14 ACRES
CENTRAL BUSINESS DISTRICT (CBD)		
MAX: 40 DU/ACRE (WITH AVAILABLE BONUS)		
MIN: N/A		
262 UNITS/7.14 ACRES = 36 UNITS/ACRE		
MULTIFAMILY PARKING REQUIREMENTS:		
(1.25 SPACES/1 BEDROOM UNIT):		
1.25 SPACES X 197 UNITS =		247 SPACES
(1.5 SPACES/2 BEDROOM UNIT):		
1.5 SPACES X 65 UNITS =		98 SPACES
TOTAL SPACES REQUIRED:		345 SPACES
PROVIDED MULTIFAMILY PARKING		
STANDARD SPACES (10'X20'):		137 SPACES
COMPACT SPACES (9'X18'):		186 SPACES
PARALLEL SPACES (10'X23'):		14 SPACES
ADA SPACES (12'X20'):		8 SPACES
TOTAL SPACES PROPOSED:		345 SPACES
BUILDING SETBACKS MULTIFAMILY:		
	MIN/MAX	PROPOSED
NORTH (FRONT):	0 FT/ NA	19 FT
SOUTH (BACK):	0 FT/ NA	84 FT
EAST (SIDE):	0 FT/ NA	12 FT
WEST (SIDE):	0 FT/ NA	18 FT
LANDSCAPING/BUFFERS MULTIFAMILY:		
	MIN	PROPOSED
NORTH (FRONT):	10/15 FT*	10/15 FT
EAST (SIDE):	10 FT	10 FT
WEST (SIDE):	15 FT	15 FT
SOUTH (BACK):	10/15 FT*	10/15 FT
*THE LANDSCAPE BUFFER WHEN ADJACENT TO PUBLIC RIGHT OF WAY IS MINIMUM 15 FT WITH BRICK, STONE, OR MASONRY WALL W/ TREES OR SHRUBS OR 25' WITH EARTHEN BERM, TREES, AND CONTINUOUS HEDGE.		
LANDSCAPE BUFFER BETWEEN ADJACENT PROPERTIES IS 10 FT.		

PROJECT SITE:		
COMMERCIAL		5.16 ACRES
ISR CALCULATION COMMERCIAL:		
COMMERCIAL IMPERVIOUS AREA:		4.31 AC
COMMERCIAL PERVIOUS AREA:		0.84 AC
MAXIMUM ISR:		1.00
PROPOSED ISR:		0.84
DENSITY COMMERCIAL:		
MULTIFAMILY DWELLING UNITS (BUILDINGS #5 & #7):		130 UNITS
TOTAL MULTIFAMILY UNITS:		130 UNITS
BUILDING #7 RETAIL SPACE:		11,550 SF
BUILDING #8 RETAIL SPACE:		10,150 SF
BUILDING #9 RETAIL SPACE:		10,400 SF
BUILDING #10 RETAIL SPACE:		21,000 SF
TOTAL COMMERCIAL SF:		53,100 SF
TOTAL AREA FOR DENSITY CALCULATIONS:		5.16 ACRES
CENTRAL BUSINESS DISTRICT (CBD)		
MAX: 40 DU/ACRE (WITH AVAILABLE BONUS)		
MIN: N/A		
130 UNITS/5.16 ACRES = 26 UNITS/ACRE		
COMMERCIAL PARKING REQUIREMENTS:		
THE COMMERCIAL PORTION OF THIS SITE INCLUDES 130 MULTIFAMILY UNITS PROVIDED WITHIN A 4 STORY LIVE-WORK MULTIFAMILY BUILDING, A 2 STORY MULTIFAMILY BUILDING ABOVE THE 10,150 SF RETAIL BUILDING, AND A 4 STORY MULTIFAMILY BUILDING.		
RETAIL PARKING REQUIREMENT:		1 SPACE/333 SF
PROPOSED 2 STORY RETAIL (10,400 SF) =		31 SPACES
PROPOSED 2 STORY RETAIL (21,000 SF) =		63 SPACES
PROPOSED 1 STORY RETAIL (10,150 SF) =		30 SPACES
COMMERCIAL SPACES REQUIRED:		124 SPACES
MULTIFAMILY PARKING REQUIREMENTS:		
(1.25 SPACES/1 BEDROOM UNIT):		
1.25 SPACES X 98 UNITS =		123 SPACES
(1.5 SPACES/2 BEDROOM UNIT):		
1.5 SPACES X 32 UNITS =		49 SPACES
MULTIFAMILY SPACES REQUIRED:		172 SPACES
TOTAL SPACES REQUIRED:		296 SPACES
PROVIDED COMMERCIAL PARKING		
STANDARD SPACES (10'X20'):		46 SPACES
COMPACT SPACES (9'X18'):		63 SPACES
PARALLEL SPACES (10'X23'):		8 SPACES
ADA SPACES (12'X20'):		6 SPACES
GARAGE SPACES (10'X20'):		180 SPACES
TOTAL SPACES PROPOSED:		303 SPACES
BUILDING SETBACKS COMMERCIAL:		
	MIN/MAX	PROPOSED
NORTH (FRONT):	0 FT/ NA	23 FT
SOUTH (BACK):	0 FT/ NA	14 FT
EAST (SIDE):	0 FT/ NA	24 FT
WEST (SIDE):	0 FT/ NA	7 FT
LANDSCAPING/BUFFERS COMMERCIAL:		
	MIN	PROPOSED
NORTH (FRONT):	10 FT	10 FT
EAST (SIDE):	10 FT	15 FT
WEST (SIDE):	10 FT	10 FT
SOUTH (BACK):	20 FT	20 FT



CITY OF CLERMONT
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3. Prior to the first certificate of occupancy (CO), all the existing buildings onsite will be demolished and removed with mass grading of the site. In addition, the installation of the master utilities, street improvements, sidewalks and any other item listed in the Community Benefit Agreement, and any other utility/infrastructure needed to serve any building seeking a CO shall be completed and accepted by the City in writing prior to the first CO.
4. The Multifamily Phase buildings, 1–4, shall be constructed in a manner that closely resembles the architectural style and elevations as presented in Attachment C and shall meet the City of Clermont’s Architectural Standards.
5. Prior to the permitting and construction of the Commercial Phase buildings, 5–10, the Applicant shall be required to present the architectural plans and phase before City Council for review and approval. The City Council may request modifications to ensure compatibility within the site.
6. The maximum building height shall be up to 65 feet, measured at the highest point.
7. An increase in the ratio of compact spaces (9’ x 18’) from 10% of the overall project up to 40% of the overall project may be used.
8. Trash compacters may be substituted for dumpsters for the project if the Applicant can demonstrate it can sufficiently meet the waste demands for the project.
9. All internal streets will be privately owned and maintained by the owner and/or developer. This includes the vacated portion of Carroll Street and Lake Drive.
10. Reduced landscape islands, from 300 square feet to 200 square feet throughout the project and 160 square feet within areas of compact parking spaces may be used.
11. The removal of the requirement of construction material to be masonry or other non-wood material for the construction of the first floor of the buildings is allowed.
12. An improved pedestrian crossing will need to be installed by the Applicant crossing 12th Street. Including the north and south side of Minneola Ave. This shall be coordinated with Lake County and the City of Clermont.
13. An improved trail crossing shall be installed at the access point across the South Lake Trail leading to the Rowing Boathouse parking lot. This crossing shall be upgraded to a “Case IV Major Side Street Crossing Near Intersection.” Coordination and construction of this trail crossing shall be at the Applicant’s expense and conducted through the City and Lake County Department of Public Works.



CITY OF CLERMONT
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14. The Applicant shall be required to install the necessary turn lanes on 12th Street, as required by Lake County Access Management. Additional right-of-way may be required for offsite improvements and the sidewalk. This dedication shall be made at no cost to the County or the City.
15. All leases for residential units in the project shall be for a minimum of six months on the initial lease term.
16. Upon the reconstruction and acceptance of Carroll St by the City, the owner shall dedicate the Carroll St. right-of-way to the city. This shall be dedicated and completed with the certificate of completion of the new lift station.
17. Internal streets connecting to the Row House shall be completed prior to any vertical construction (Timber Way, Oak Lane, Carroll St. and the un-named north south street between)
18. The project shall be developed according to the Central Business District (CBD) zoning designation in the Land Development Code, unless expressly stated above.
19. This Planned Unit Development shall become null and void if substantial construction work has not begun within two (2) 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 Central Business District (CBD) Zoning Designation.

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

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



CITY OF CLERMONT
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SECTION 7: RECORDING

This Ordinance shall be recorded in the Public Records of Lake County, Florida and at the Applicant's expense.

SECTION 8: PUBLICATION AND AN 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.

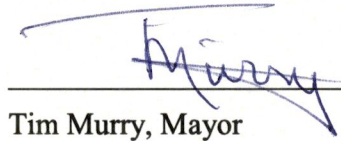


CITY OF CLERMONT
ORDINANCE NO. 2023-026

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 12th day of December, 2023.

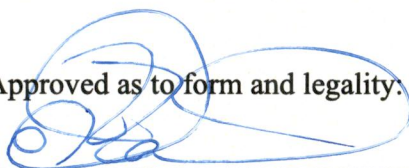


CITY OF CLERMONT


Tim Murry, Mayor

ATTEST:


Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney



CITY OF CLERMONT
ORDINANCE NO. 2023-026

ATTACHMENT A – COMMUNITY BENEFIT AGREEMENT

COMMUNITY BENEFIT AGREEMENT

THIS COMMUNITY BENEFIT AGREEMENT (this "Agreement") is made and entered into as of the 12th day of December 2023, by and between THE CITY OF CLERMONT, a Florida municipal corporation, whose address is 685 W. Montrose Street, Clermont, Florida 34711 (the "City"), and WOLFE AND WALLACE PROPERTIES, INC, a Florida Profit Corporation, WOLFE & WALLACE INVESTMENTS, LLC, a Florida Limited Liability Company; whose mailing address is 995 W. Lakeshore Drive, Clermont, Florida 34711 (the "Owner").

RECITALS

- A. Owner desires to develop approximately 12.3 +/- acres of property, described and depicted in Exhibit "A" attached to and incorporated in this Agreement (hereinafter referred to as the "Property"). Owner is the fee simple owner of the Property and this shall be documented in a recent title report.
- B. The Property is currently zoned Central Business District "CBD".
- C. Owner has filed with the City a Planned Unit Development ("PUD") rezoning application for a mixed-use residential and non-residential project on the Property, as shown on the PUD, which will be developed in multiple phases (the "Project").
- D. The City of Clermont Land Development Code, Section 125-375, allows an applicant (or Owner in this case) to request the use of a density bonus in the Central Business District by including a justification statement in the description of the project in their site plan application. A bonus shall not be considered an entitlement.
- E. The Owner has provided a justification statement in order to attain a density bonus above the permitted 25 dwelling units per acre, up to 32 dwelling units per acre, resulting in an additional 85 residential dwelling units in the Project.
- F. The Owner has listed the following items to be considered to attain the density bonus:
 - 1. Donation of approximately 17,200 square feet of land area to the City of Clermont for the relocation of a new City Lift Station #6 and City Right-of-Way. Based on the current contract price/fair market value of the \$1.3 mm/AC, the value of this dedication is \$513,315.
 - 2. Donation of approximately 1,800 square feet of land bordering the neighbors to the southwest to avoid any boundary issues. Based on the current contract/fair market value of \$1.3mm/AC, the value of this donation is \$53,719.
 - 3. Construction of a new major City Lift Station #6 to current City Standards, including backup generator, RTU Tower, new interior access for vacuum/pumper truck, etc. The current station has limited access and newer equipment. Additionally, utility infrastructure improvement will include the construction of new 520 lineal feet of 8-inch PVC water main and 270 lineal feet of 8-inch PVC sewer main along Carroll Street from 12th Street to the Row House Entrance drive as proposed on the site plan. The cost of this lift station relocation and utility infrastructure is presently estimated at \$850,000.

4. Construction of new 5-foot sidewalk along the east side of 12th Street from the southwest corner of the proposed development project to Carroll Street. The cost of approximately 2,400 square feet of sidewalk is presently estimated at \$21,600.
5. Construction of a new paved parking area for the existing Row House parking area as shown on the proposed plan. The area is expected to be 32,500 square feet and will provide sixty-four (64) – 10 feet by 30 feet parking spaces. A direct connection via future Carroll Street right-of-way will be established to the Row House area through the re-development of this project. The cost of this benefit at \$10 per square foot of asphalt is presently estimated at \$325,000.
6. Currently, two public roads, Carroll Street and Lake Drive, bisect the Project. These streets are in poor condition and the City of Clermont is expecting to have to spend a significant amount to mill the asphalt and repave. The Applicant proposes to repair and reconfigure these roadways (1,404 lineal feet X 24 feet wide) as part of the internal horizontal construction of the project, which will save the City of Clermont from paying for and completing this repair. This estimated cost is approximately \$15 per square foot for a total estimated cost of \$374,400.

The sum of the total benefits provided is estimated to be \$2,140,000.

NOW, THEREFORE, in consideration of the mutual benefits and the public interest and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Owner on behalf of itself, its transferees, assigns, successors in interest and heirs, and the City agree as follows:

1. **Recitals.** The above recitals are true and correct, are hereby incorporated herein by reference, and form a material part of this Agreement.

2. **Legal Description.** The Property described on Exhibit “A” attached hereto is subject to PUD Ordinance No. 2023-025 adopted by the City of Clermont City Council as of the date hereof, and Owner intends to develop a portion of such Property pursuant thereto.

3. **Density Bonus.**

a. In order to receive the density bonus pursuant to the City of Clermont Land Development Code, Section 125-375, Owner will be obligated to make all the improvements listed in the justification statement and outlined in item F (1)-(6) above.

b. If Owner fails to timely construct such improvements indicated in item F above, Owner shall be entitled to written notice of such failure and to thirty (30) days after the receipt of that written notice in which to cure said failure. If such portion of the Density Bonus Contribution is not constructed by Owner at the time of the first Certificate of Occupancy (CO), then such failure to timely construct such portion of the Density Bonus Contribution shall constitute a default under this Agreement. Owner expressly agrees, in the event of default, City may withhold any and all building permits until such time as the Density Bonus Contribution has been fully constructed in full. Nothing herein shall prohibit City from pursuing any and all remedies available in law or equity including, without limitation, an action for specific performance. Notwithstanding anything contained in this Agreement to the contrary, in the event the PUD expires, then no payment shall be due hereunder and this Agreement shall expire.

4. **Authority.** Owner has the full power and authority to make, deliver, enter into and perform pursuant to the terms and conditions of this Agreement and has taken all necessary action to authorize the execution, delivery, and performance of the terms and conditions of this Agreement.

5. **Exhibits.** All exhibits attached hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

6. **Effective Date.** The effective date of this Agreement (the “**Effective Date**”) shall be the date this Agreement is last signed by City or Owner. The Effective Date shall be inserted on the first page of this Agreement.

7. **Amendment.** Amendments to the provisions of this Agreement shall be made by the parties only in writing by formal amendment and shall be presented and approved by City Council.

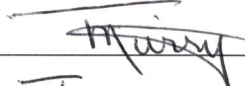
8. **Binding Effect.** This Agreement, once effective, shall run with the Property described herein and shall be binding upon and enforceable by and against the parties hereto and their beneficiaries, heirs, successors, and assigns. The City acknowledges and agrees that the Owner shall have the right to assign its rights and obligations under this Agreement to any of its successors, or assigns.

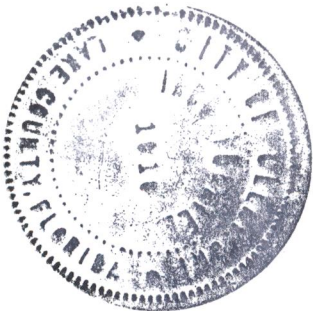
9. **Termination.** In the event that the PUD (Ordinance 2023-026) expires or is otherwise terminated, this Agreement shall become null and void.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first above written.

CITY OF CLERMONT, FLORIDA
A Florida Municipal Corporation

Attest: 
City Clerk
Tracy A. Howe
Date: 12-12-2023

By: 
Name: Tim Murry
As its: Mayor
Date: 12-12-2023



{Signatures Continued on Next Page}

Witnesses:

Signed, sealed and delivered
in our presence:

Erin Wysocki
Name: Erin Wysocki
Jimmy D. Crawford
Name: Jimmy D. Crawford

WOLFE AND WALLACE
PROPERTIES, INC.
Florida for Profit Corporation

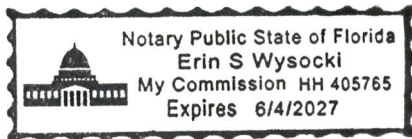
By: David Wallace
Name: David Wallace
Its: Manager
Date: 2/22/24

WOLFE & WALLACE
INVESTMENTS, LLC
Florida Limited Liability Company

By: David Wallace
Name: David Wallace
Its: Manager
Date: 2/22/24

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 22 day of February, 2024, by David Wallace, as Manager of Wolfe and Wallace Properties, INC. Florida Profit Corporation, on behalf of said company. S/He ☒ is personally known to me or ☐ has produced _____ (type of identification) as identification.

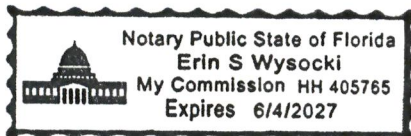


Seal

Erin S. Wysocki
Signature of Notary Public
Erin S. Wysocki
Type or Print Name
My Commission Expires: 6/4/2027
Commission No. HH 405765

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 22 day of February, 2024, by David Wallace, as Manager of Wolfe and Wallace Investments, LLC, Florida Limited Liability Company, on behalf of said company. S/He ☒ is personally known to me or ☐ has produced _____ (type of identification) as identification.



Seal

Erin S. Wysocki
Signature of Notary Public
Erin S. Wysocki
Type or Print Name
My Commission Expires: 6/4/2027
Commission No. HH 405765

EXHIBIT "A"

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, AND 16 OF BLOCK 120; LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, AND 22 OF BLOCK 119; LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, AND 13 OF BLOCK 115; AND PORTIONS OF CARROLL STREET AND WEST LAKE DRIVE, ALL OF JOHNSON'S REPLAT, OF BLOCKS, 141, 142, 143, 144, 145, 146, 115, 117, 118, 119, AND 120, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 71 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; TOGETHER WITH THAT PORTION OF OSCEOLA STREET VACATED IN THAT ORDINANCE RECORDED IN OFFICIAL RECORDS BOOK 590, PAGE 738 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; ALL LYING IN SECTIONS 23 AND 24, TOWNSHIP 22 SOUTH, RANGE 25 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF NORTH RIGHT OF WAY OF MINNEOLA AVENUE WITH THE EAST LINE OF GOVERNMENT LOT 8, LYING IN SECTION 23 TOWNSHIP 22 SOUTH, RANGE 25 EAST; THENCE RUN NORTH 89°29'17" WEST ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 232.49 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF WEST LAKE DRIVE; THENCE CONTINUE NORTH 89°29'17" WEST ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 50.00 FEET TO THE WEST RIGHT OF WAY OF WEST LAKE DRIVE; THENCE CONTINUE NORTH 89°29'17" WEST ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 125.00 FEET TO THE SOUTHWEST CORNER OF AFORESAID LOT 6 OF BLOCK 120, JOHNSON'S REPLAT; THENCE DEPARTING SAID NORTH RIGHT OF WAY RUN NORTH 0°25'20" EAST ALONG THE WEST LINES OF AFORESAID LOTS 4, 5, AND 6 OF BLOCK 120, JOHNSON'S REPLAT A DISTANCE OF 150.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 4; THENCE DEPARTING SAID WEST LINE RUN NORTH 89°29'17" WEST ALONG THE SOUTH LINES OF AFORESAID LOTS 7, 8, 9, 10, 11, 12, 13, AND 16 OF BLOCK 120, JOHNSON'S REPLAT A DISTANCE OF 497.78 FEET TO THE SOUTHWEST CORNER OF SAID LOT 16 AND A POINT ALONG THE EAST RIGHT OF WAY OF 12TH STREET; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 0°22'36" EAST ALONG THE EAST RIGHT OF WAY A DISTANCE OF 499.90 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, CONCAVE WESTERLY, HAVING A RADIUS OF 1465.68 FEET, A CHORD BEARING OF NORTH 00°10'45" WEST, AND A CHORD DISTANCE OF 10.10 FEET; THENCE ALONG THE ARC OF SAID CURVE, RUN THROUGH A CENTRAL ANGLE OF 00°23'41" FOR A DISTANCE OF 10.10 FEET TO THE NORTHWEST CORNER OF AFORESAID LOT 10 OF BLOCK 119, JOHNSON'S REPLAT AND A POINT ALONG THE SOUTH RIGHT OF WAY OF CARROLL STREET; THENCE DEPARTING SAID EAST RIGHT OF WAY RUN SOUTH 89°29'17" EAST ALONG THE NORTH LINE OF SAID LOTS 7, 8, 9, AND 10 OF BLOCK 119, AND THE SOUTH LINE OF SAID CARROLL STREET, A DISTANCE OF 273.01 FEET TO THE NORTHEAST CORNER OF AFORESAID LOT 7 OF BLOCK 119, JOHNSON'S REPLAT; THENCE DEPARTING SAID SOUTH RIGHT OF WAY RUN NORTH 24°20'54" EAST A DISTANCE OF 61.17 FEET TO THE SOUTHWEST CORNER OF AFORESAID LOT 13 OF BLOCK 115, JOHNSON'S REPLAT, ON THE NORTH RIGHT OF WAY OF SAID CARROLL STREET; THENCE DEPARTING SAID NORTH RIGHT OF WAY RUN NORTH 7°41'47" EAST A DISTANCE OF 98.18 FEET TO THE NORTHWEST CORNER OF AFORESAID LOT 13 OF BLOCK 115, JOHNSON'S REPLAT, BEING A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1176.28 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE ALSO BEING THE NORTH LINE OF AFORESAID LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, AND 13 OF BLOCK 115, JOHNSON'S REPLAT ALONG A CHORD BEARING OF SOUTH 61°10'59" EAST FOR AN ARC LENGTH OF 328.69 FEET; THENCE CONTINUING ALONG SAID NORTH LINE AND THE 100 FEET SOUTHEASTERLY EXTENSION OF RUN SOUTH 69°11'18"

EAST A DISTANCE OF 430.34 FEET; THENCE DEPARTING SAID NORTH LINE AND SOUTHEASTERLY EXTENSION RUN SOUTH 30°13'43" WEST A DISTANCE OF 190.34 FEET TO A POINT ALONG THE AFORESAID EAST LINE OF GOVERNMENT LOT 8; THENCE RUN SOUTH 0°40'24" WEST ALONG SAID EAST LINE A DISTANCE OF 343.41 FEET TO THE AFORESAID POINT OF BEGINNING.

THE LANDS DESCRIBED HEREON CONTAIN 12.309 ACRES (536,167 SQUARE FEET) MORE OR LESS.

ATTACHMENT C – MULTIFAMILY BUILDINGS 1-4 SAMPLE ELEVATION





CITY OF CLERMONT

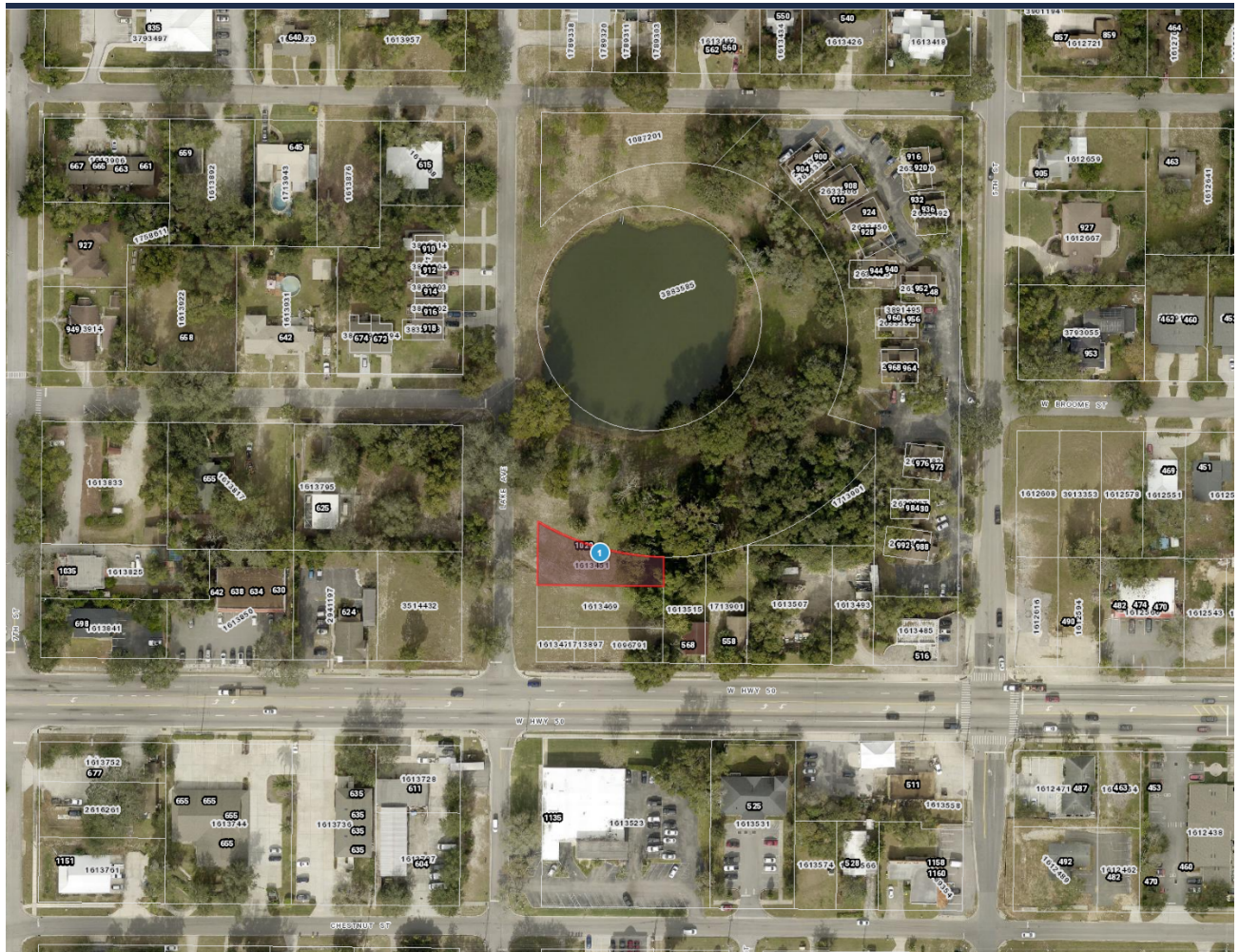
AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, November 12, 2024		
Agenda Item Name		
Offer to Purchase City Property 1029 Lake Avenue, Lot 1		
Requested Action		
Staff Report		
The applicants, Rick Richardson and Toxi Roane, are requesting to purchase a City-owned parcel located near Highway 50 and Lake Avenue. This parcel was acquired by the City in 2012 as a result of a code enforcement case. The parcel is currently vacant, but in 2012, before it was vacant, there was a dilapidated house on the parcel that was deteriorating. Code enforcement cited the property owner at that time who was not responsive. Lake County then offered the Tax Sale Certificate for sale, and the City of Clermont purchased the Certificate for \$7,000 in order to demolish the house and clean up the site. The parcel is 6,300 square feet, and is adjacent to vacant land the applicants already own fronting Highway 50. The applicants have submitted an appraisal for the parcel with a value of \$91,500, and have also submitted a proposal to construct a 6-plex multifamily building. The applicants would like to offer the city \$21,000 for the 6,300 sf parcels. This would allow the applicant to combine all parcels together and have the ability to construct the multifamily building. Also, within their proposal, they have an alternative offer: if the City wishes to donate the land, the applicants would agree to limit the use of the parcel to age-restricted, low income units.		
Additional Analysis		
Fiscal Impact Summary		
Sale proceeds would benefit the Stormwater Fund.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Location Map	Location Map.docx	
2. Offer to Purchase Letter - Lot 1, 1029 Lake Ave.	Offer to Purchase Letter - Lot 1, 1029 Lake Ave..pdf	

Location Map

Hwy 50 and Lake Avenue



October 17, 2024

Mr. Curt Henschel
Planning and Development Director
City of Clermont
685 W. Montrose Street
Clermont, FL 34711

RE: Offer to Purchase Unimproved Lot 1, 1029 Lake Ave., Clermont, Florida 34711
For Multi-Unit Housing Affordable for Seniors

Dear Curt,

After several years of discussions about the best use of our property in Clermont, we determined the most purposeful use is to construct housing that is affordable only for Seniors. We have consistently expressed to you our desire to acquire from the City of Clermont referenced Lot 1, which is next to our Lots 2 and 3. As requested, we submit herewith a current Appraisal of Lot 1 as **Attachment 1A**. Due to the location and unimproved nature of Lot 1, **we wish to offer \$21,000 to purchase Lot 1**, which is 3x times the amount paid for the Lot according to the Tax Deed and LCPA Property Record Card, included as **Attachment 1B**. Alternatively, we are willing to sign a Stipulation to construct only housing affordable for Seniors, if the City is willing to donate Lot 1 for this project.

From our discussions with a Civil Engineer and a Construction Contractor, it is proposed, due to its much smaller size, that Lot 1 could provide space for a retention pond for the multi-unit housing Building and/or additional parking space for the Senior residents' visitors. The Building will be conveniently located approximately 75 feet from a Lake Xpress Bus Line; directly across the street from Clermont Medical Center; within walking distance of two (2) Churches in either direction on W. Highway 50, and within 2 blocks of Clermont Fire Department 1.

For your convenience, we include herewith as previously requested and submitted, **Attachment 2** – the Concept/Site Plan for the housing Building prepared by Germana Engineering. And as **Attachment 3** - an Architectural Drawing of the Building's elevations and a picture of the Building's exterior. As a reminder, we have previously provided a Topographical Survey of all Lots 1, 2 and 3 to the Engineer. Finally, see **Attachment 4**, which contains pictures of Clermont Ridge, the model development that sits on land sloped similar to ours; and pictures of multi-unit Building sample exteriors proposed for our project that we believe will accentuate the sophistication and elegance that is Historic Downtown Clermont.

Financing for the project has been discussed with a local banker, who is waiting for a positive response to our Offer to purchase Lot 1, so that the initial stages of construction can begin.

Thank you for your time and invaluable guidance to get what we hope will be a positive response to our Offer.

Sincerely,


Rick Richardson and Toxi Roane

Enclosures a/s

**Offer to Purchase Lot 1, 1029 Lake Avenue, Clermont, FL 34711
For Multi-Unit Housing Affordable for Seniors**

**Rick Richardson and Toxi Roane
Owner of Lots 2 and 3, West Highway 50 & Lake Ave., Clermont, FL**

INDEX

Attachment 1 – Certified Appraisal – Value Conclusion [Revised]
Tax Deed
LCPA – Property Record Card
Aerial View of Lot 1

Attachment 2 – Concept/Site Plan for the Multi-Unit Housing Building

***Attachment 3 – Architectural Drawing of Building's Elevations and
Drawing of Building's Exterior***

Attachment 4 – Actual Photo of Multi-Unit Building Exterior [Revised]

APPRAISALS OF CENTRAL FLORIDA
John L. Rocker, III, MAI, SRA
State-Certified General Real Estate Appraiser RZ1678
COMMERCIAL REAL ESTATE APPRAISERS - CONSULTANTS
320 E. Lakeshore Drive • Clermont • Florida 34711
(352) 394-3490
E-Mail Address: aiocfl@gmail.com

October 16, 2024

Mr. Richardson,

Re: Appraisal of real estate located at NE Quadrant of Highway 50 and Lake Avenue, Clermont, Lake County, Florida

As requested, I have made the inspections, investigations, and analysis necessary to provide a restricted appraisal report for the above-described property located in Clermont, Lake County, Florida. The purpose of this assignment was to estimate an opinion of market value of the subject property for asset evaluation purposes. Market value and highest and best use are defined within the text of the following appraisal report.

The subject consists of real estate located in Clermont, Lake County, Florida. The subject is more fully described, legally and physically, within the enclosed report.

Data, information, and calculations leading to the value conclusion are incorporated in my appraisal file and summarized in the report following this letter. The appraisal file and report, in its entirety, including all assumptions and limiting conditions, is an integral part of and inseparable from this letter. Based on the analysis, the value of the subject was concluded as follows:

CONCLUSION OF VALUE			
Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
"As Is"	Fee Simple	October 16, 2024	\$91,500
Source: Appraisals Inc. of Central Florida			

This report was prepared in conformance with, Uniform Standards of Professional Appraisal Practice (USPAP) as set forth by the Appraisal Foundation, and in accordance with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

Tax Certificate No. 5861-2009
Parcel Identification No. 24-22-25-010006000100

Tax Deed

STATE OF FLORIDA
COUNTY OF LAKE

The following Tax Sale Certificate Numbered 5861 issued on June 1, 2009 was filed on the Office of the Tax Collector of this County and application made for the issuance of a tax deed, the applicant having paid or redeemed all other taxes or tax sale certificates on the land described as required by law to be paid or redeemed, and the costs and expenses of this sale, and due notice of sale having been published as required by law, and no person entitled to do so having appeared to redeem said land; such land was sold on the 17th day of April 2012 offered for sale as required by law for cash to the highest bidder and was sold to:

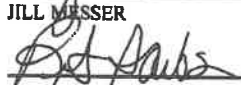
 CITY OF CLERMONT
ADDRESS:
685 W. MONTROSE ST.
CLERMONT, FL 34711

being the highest bidder and having paid the sum of their bid as required by the Laws of Florida.

NOW, this the 18th day of April 2012 County of Lake, State of Florida, in consideration of the sum of \$7,000.00, being the amount paid pursuant of the Laws of Florida does hereby sell the following lands situated in the County and State of foresaid and described as follows:

CLERMONT LOT 1, BLK 60 PB 8 PG 17

WITNESS:


JILL MESSER

RENITA HARBISON

Neil Kelly
Clerk of the Circuit Court
Lake County, Florida

BY: 
MADELINE KUHARSKE, Deputy Clerk

STATE OF FLORIDA
COUNTY OF LAKE



The foregoing instrument was acknowledged before me this 18th day of April, 2012 by MADELINE KUHARSKE as Deputy Clerk for Neil Kelly, Clerk of the Circuit Court, Lake County, Florida who is personally known to me.


JILL D. MESSER

NOTARY PUBLIC STATE OF FLORIDA

Prepared By:
MADELINE KUHARSKE, Tax Deed Clerk
Neil Kelly,
Clerk of the Circuit Court
P.O. Box 7800
Tavares, FL 32778



PROPERTY RECORD CARD

General Information

Name:	CITY OF CLERMONT	Alternate Key:	1613451
Mailing Address:	PO BOX 120219 CLERMONT, FL 34712-0219 Update Mailing Address	Parcel Number:	24-22-25-0100-060-00100
		Millage Group and City:	00C1 Clermont
		2024 Total Certified Millage Rate:	17.0664
		Trash/Recycling/Water/Info:	My Public Services Map
Property Location:	1029 LAKE AVE CLERMONT FL, 34711	Property Name:	-- Submit Property Name
		School Information:	School Locator & Bus Stop Map School Boundary Maps
Property Description:	CLERMONT LOT 1 BLK 60 PB 8 PG 17 ORB 4150 PG 1743		

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

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT GOVT MUNICIPAL (8089)	0	0		6300.000	Square Feet	\$13,860.00	\$13,860.00

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

Miscellaneous Improvements

There is no improvement information to display.

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. [Follow this link to search all documents by owner's name.](#)

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
4150 / 1743	04/18/2012	Tax Deed	Unqualified	Improved	\$7,000.00

[Click here to search for mortgages, liens, and other legal documents.](#)

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



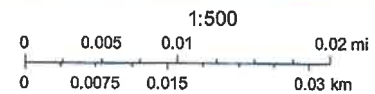
October 15, 2024

pointLayer

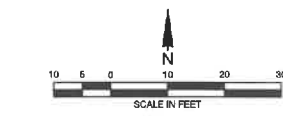
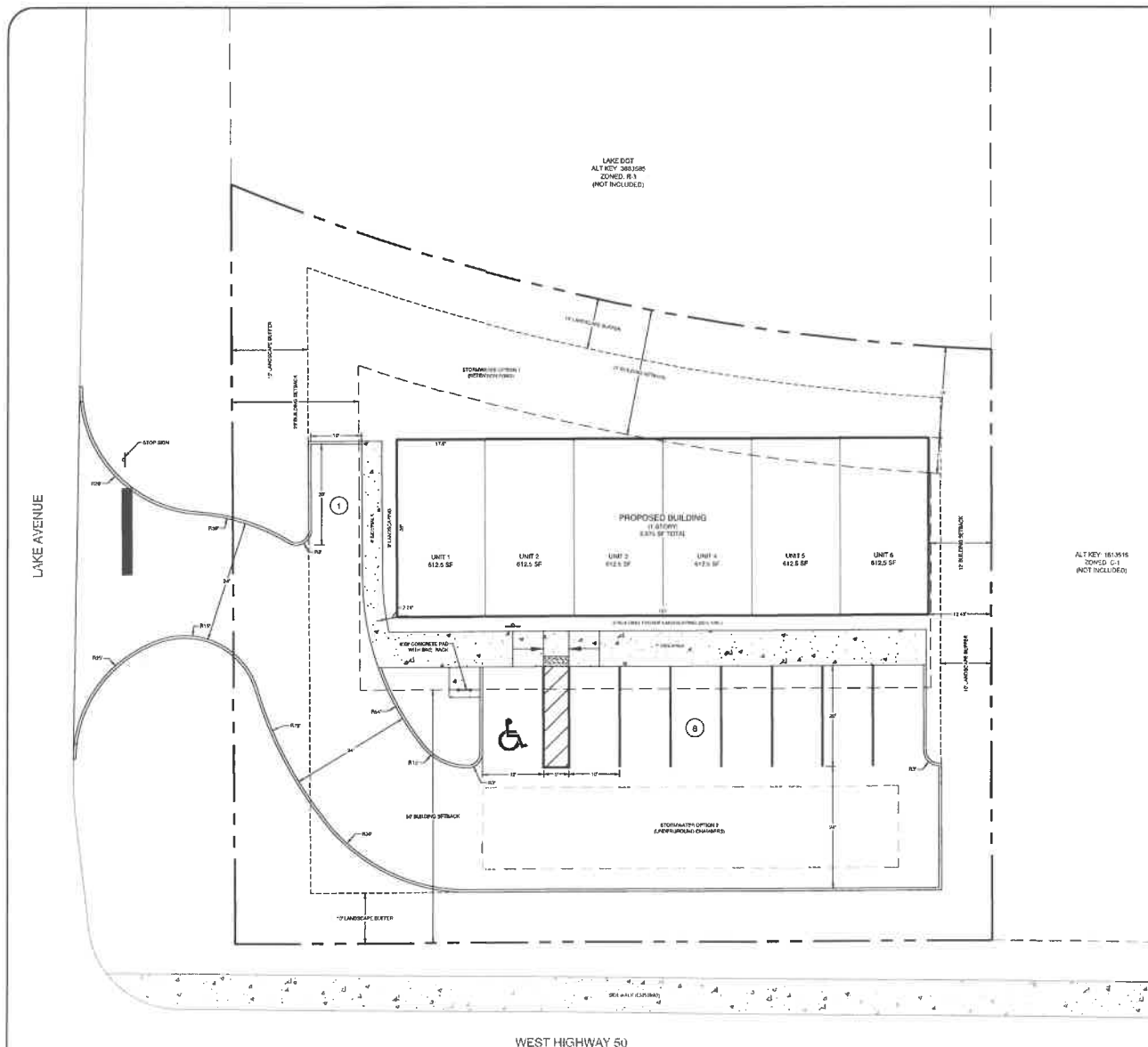
Override 1

polygonLayer

- Override 1
- County Boundary
- Surrounding Counties
- Street Names
- Local Streets 1K
- Tax Parcels Alternate Key
- Tax Parcels



Lake BCC



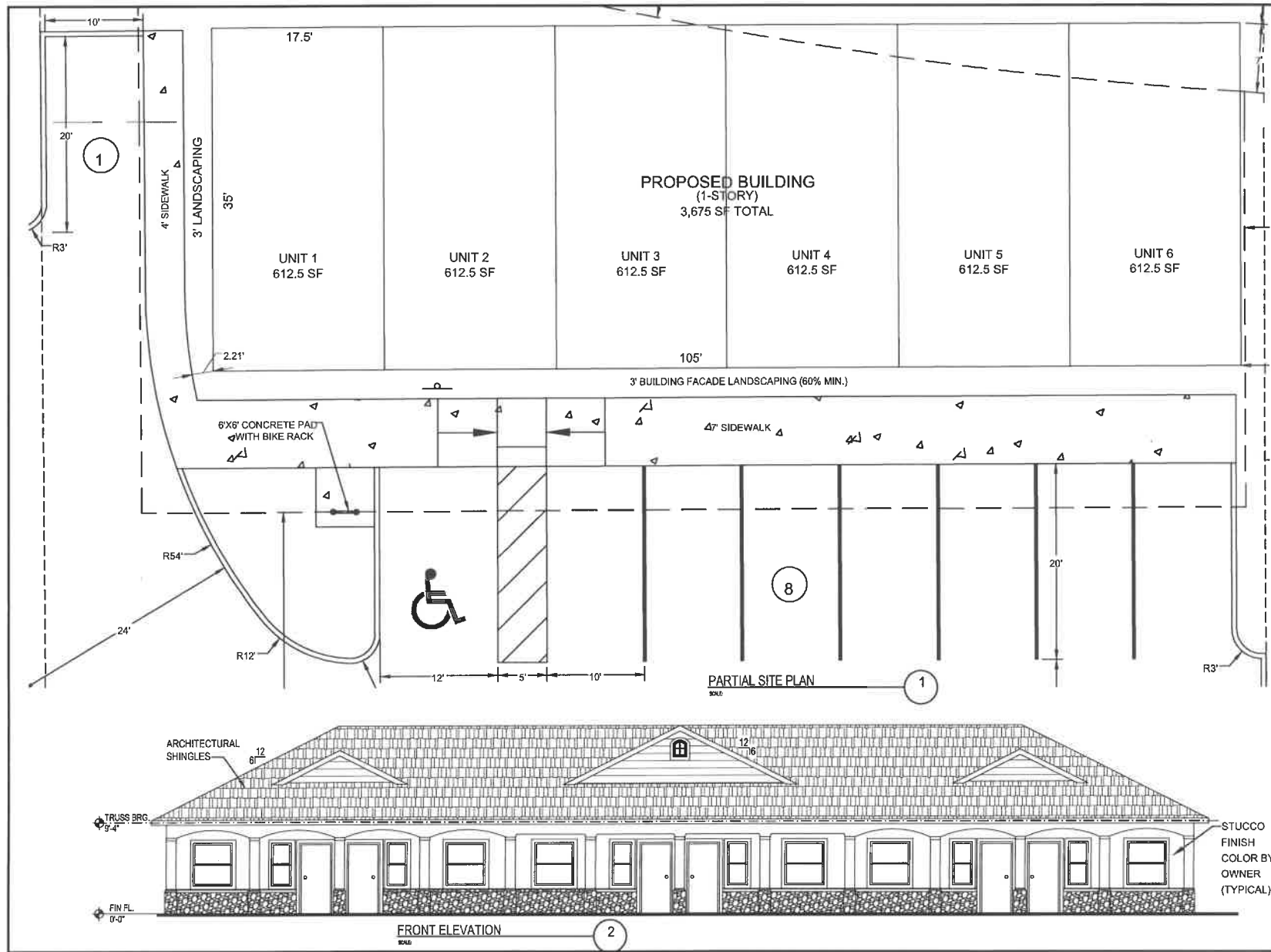
- NOTES**
1. THE SITE CONSTRUCTION STAKEOUT SHALL BE PERFORMED UNDER THE DIRECTION OF A FLORIDA REGISTERED SURVEYOR. AUTOCAD FILE WILL BE PROVIDED TO AND IN THE SITE CONSTRUCTION STAKEOUT. ANY DISCREPANCIES FOUND BETWEEN THE AUTOCAD FILES SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION FOR CLARIFICATION PRIOR TO THAT STAKEOUT.
 2. PROJECT SITE SHALL COMPLY WITH THE FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION (FBC) 2003 EDITION.

- SITE DATA**
1. **SITE AREA** = 0.44 AC / 19,209 SF
 2. **SITE LOCATION**
LAKE AVENUE
CLERMONT, FLORIDA 34711
SECTION 24, TOWNSHIP 22 SOUTH, RANGE 25 EAST
 3. **SITE DESCRIPTION**
TAX PARCEL ALT KEYS: 181349B, 1813477, 1713887, 1086791, 1813451
ZONING: R-1 (RESIDENTIAL - PROFESSIONAL DISTRICT) CITY OF CLERMONT
FUTURE LAND USE: COMMERCIAL
FLOOD ZONE (PER FEMA FLOOD MAP): THE SITE IS LOCATED IN ZONE X
WETLANDS (PER SURVEY): NO WETLANDS LOCATED ON SITE
ON-SITE SOIL (PER SOIL SURVEY): 100% SANDER SAND
 4. **SITE REQUIREMENTS**
MAXIMUM IIR: 70%
MAXIMUM BUILDING HEIGHT: 45 FEET
50-50 LANDSCAPE BUFFER: 10 FEET (20 FEET REQUIRED)
LAKE AVE. LANDSCAPE BUFFER: 15 FEET
EAST LANDSCAPE BUFFER: 10 FEET
NORTH LANDSCAPE BUFFER: 10 FEET
50-50 BUILDING SETBACK: 10 FEET
LAKE AVE. BUILDING SETBACK: 25 FEET
EAST BUILDING SETBACK: 12 FEET (15 FEET REQUIRED)
NORTH BUILDING SETBACK: 18 FEET (25 FEET REQUIRED)
 5. **BUILDING DATA**
USE TYPE: MULTIFAMILY
FINISHED FLOOR: TBD
CONSTRUCTION TYPE: TBD
DIMENSIONS: 105 X 35 (ONE STORY)
AREA: 3,675 SF
 6. **PARKING REQUIREMENTS**
11.5 SPACES PER ONE BEDROOM UNIT
REQUIRED PARKING = 9 SPACES (BASED ON 6 ONE BEDROOM UNITS)
PROVIDED PARKING = 9 SPACES
80% TO 85% (PROVIDE)
HANDICAP REQUIRED = 1 SPACE
HANDICAP PROVIDED = 1 SPACE
(EQUAL TO 8% FOR THE FIRST 100 PARKING SPACES PROVIDED)
BICYCLE PARKING REQUIRED = 1 SPACE
BICYCLE PARKING PROVIDED = 5 SPACES (MINOR 125-20)

- LEGEND**
- PROPERTY LINE
 - EXTERIOR PARCEL LINE
 - LANDSCAPE BUFFER
 - BUILDING SETBACK
 - EXISTING CONCRETE
 - PROPOSED CONCRETE

PRELIMINARY
NOT FOR CONSTRUCTION
NOT FOR PERMITTING
09-11-24
CHRISTOPHER M. GERMANA, P.E.
FLORIDA PROFESSIONAL ENGINEER # 61682
(ENGINEERING FIRM REGISTRY # 28279)

DATE	
REVISIONS	
4	
CONCEPT - A	SITE PLAN
LAKE DOT	MULTIFAMILY
CLERMONT, FLORIDA 34711	PROJECT # 18000222
GERMANA ENGINEERING AND ASSOCIATES, LLC 1100 WEST BIRNDALE AVENUE CLERMONT, FLORIDA 34711 TEL: 352.243.0000 WWW.GERMANAENGINEERING.COM	SCALE: 1" = 10' DATE: SHEET CONCEPT



copyright ©
ALL P HASES DESIGN
C: 321.265.1420
E: alphahasesdesign2@gmail.com

PROGRESS PRINT
NOT FOR
CONSTRUCTION

LAKE DOT MULTIFAMILY
LAKE AVENUE CLERMONT,
FLORIDA 34711
PRELIMINARY ELEVATIONS

CHECKED

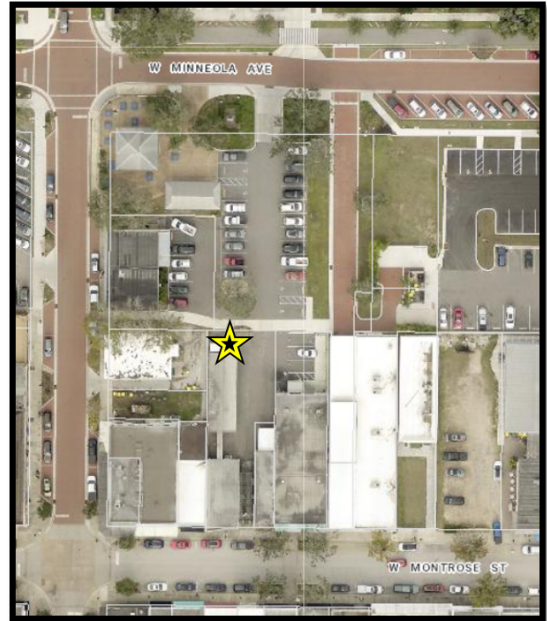
PROJECT NUMBER
2024-30

DRAWING NUMBER
A2

DATE
09.30.24



AGENDA ITEM

Meeting Date	
Tuesday, November 12, 2024	
Agenda Item Name	
Resolution No. 2024-036R <i>Midpoint Recreation Shop CUP</i>	
Requested Action	
Recommend approval of Resolution No. 2024-036R.	
Staff Report	
The applicant, Midpoint Recreation Outdoor Rentals, is requesting a Conditional Use Permit to allow for a 160 square foot container building in the Central Business District. The building will be located on an existing lot located at 782 West Montrose Street. The request is to use the northwest corner of the parcel as a commercial business that rents and stores recreational bicycles, canoes and other sporting items at this location. The Conditional Use Permit would also allow for the waiver of one (1) parking space as required by the code, Section 115-14.	
	
The requested Conditional Use Permit (CUP) is required for the 160 square foot container building and not the bicycle rental business, which is permitted in the Central Business District. The Land Development Regulations require all buildings must conform to the Clermont Architectural Design Standards. The 160 square foot building will be required to add architectural elements and features as depicted in the conceptual building elevations. The proposed building location is located at the rear of an existing commercial site. In addition, because the code does not identify the container building as permitted, Section 125-370 requires a Conditional Use Permit for any use or structure in the case of uncertainty about the classification. A final determination shall be made by this resolution.	
Staff has reviewed the application as submitted and finds the proposed building could be designed to comply with the codes, and because of the de-minimus size of the building and location, the building may have a minimal impact on the surrounding areas. Therefore, staff recommends approval of the Conditional Use Permit with the conditions contained in Resolution No. 2024-036R. <i>The Planning and Zoning Commission recommended approval 5-0.</i>	

Additional Analysis			
Fiscal Impact Summary			
None.			
Fiscal Impact	Fund Number and Description	Available Budget Amount	
Exhibits Attached (copies of original agreements)			
1.	2024-036R 785 W Montrose CUP (11.1.2024)	2024-036R 785 W Montrose CUP (11.1.2024).pdf	
2.	LOCATION MAP	LOCATION MAP.pdf	
3.	CUP Conceptual Site Plan _ FINAL	CUP Conceptual Site Plan _ FINAL.pdf	
4.	Application	Application.pdf	
5.	Legal Ad - Midpoint CUP - CC	Legal Ad - Midpoint CUP - CC.pdf	



CITY OF CLERMONT
RESOLUTION NO. 2024-036R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR A CONTAINER BUILDING IN THE CENTRAL BUSINESS DISTRICT (CBD) 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 November 5, 2024, recommended approval of this Conditional Use Permit to allow for a 160 square foot container building to be located in the Central Business District (CBD) zoning district at the following location:

LOCATION:

A Portion of the Northwest Corner of
782 West Montrose Street
(Alternate Key 1714001)

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

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

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

This application for a Conditional Use Permit to allow for a 160 square foot container building to be located in the Central Business District (CBD) zoning district be granted subject to the following conditions:

SECTION 1: GENERAL CONDITIONS

1. The conditions as set forth in this Conditional Use Permit shall be legally binding upon any heirs, assigns and successors in title or interest.
2. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.



CITY OF CLERMONT
RESOLUTION NO. 2024-036R

3. The Conditional Use Permit must be executed and processed through the office of the City Clerk within 90 days of its date of approval by the City Council or the permit shall become null and voided.
4. 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.
5. If any of the stated conditions are violated, the applicant understands and agrees that the City Council may open the Conditional Use Permit for further conditions or revoke this Conditional Use Permit by Resolution.
6. No business can occupy any portion of the building(s) after construction and final Certificate of Occupancy unless the proposed business has applied for and obtained a Local Business Tax Receipt from the Clermont Development Services Department.
7. Should approved uses cease operation for more than 180 days, a new Conditional Use Permit shall be required for the same or similar operations.
8. In the event that parking at this site proves inadequate, the City reserves the right to open the Conditional Use Permit for further review and additional conditions that may include additional parking requirements or revocation of the Conditional Use Permit.
9. In the event that the noise levels create a nuisance to the surrounding property owners, the City reserves the right to open the Conditional Use Permit for further review and additional conditions.

SECTION 2: LAND USE

1. This Conditional Use Permit shall grant approval to allow for a 160 square foot container building in the Central Business District. The container building shall be constructed in a manner that provides architectural elements and features to enhance the building features to be compatible with the surrounding areas.
2. In the event the leased space is not renewed in the future, a new Conditional Use Permit will be required at any other location.
3. The Conditional Use Permit will allow for the waiver of the one (1) parking space requirement for the Land Development Code, Section 115-14.



CITY OF CLERMONT
RESOLUTION NO. 2024-036R

4. The property shall be designed to comply with the Clermont Land Development Codes. The Conceptual Plan (Exhibit A) is not an approved site plan. Formal construction plans incorporating all conditions shall be submitted for review and approved by the Site Review Committee prior to the issuance of a Zoning Clearance or other development permits. The site will be required to comply with the Clermont Architectural Design Standards and Land Development Codes.

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. 2024-036R

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 12th day of November 2024.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

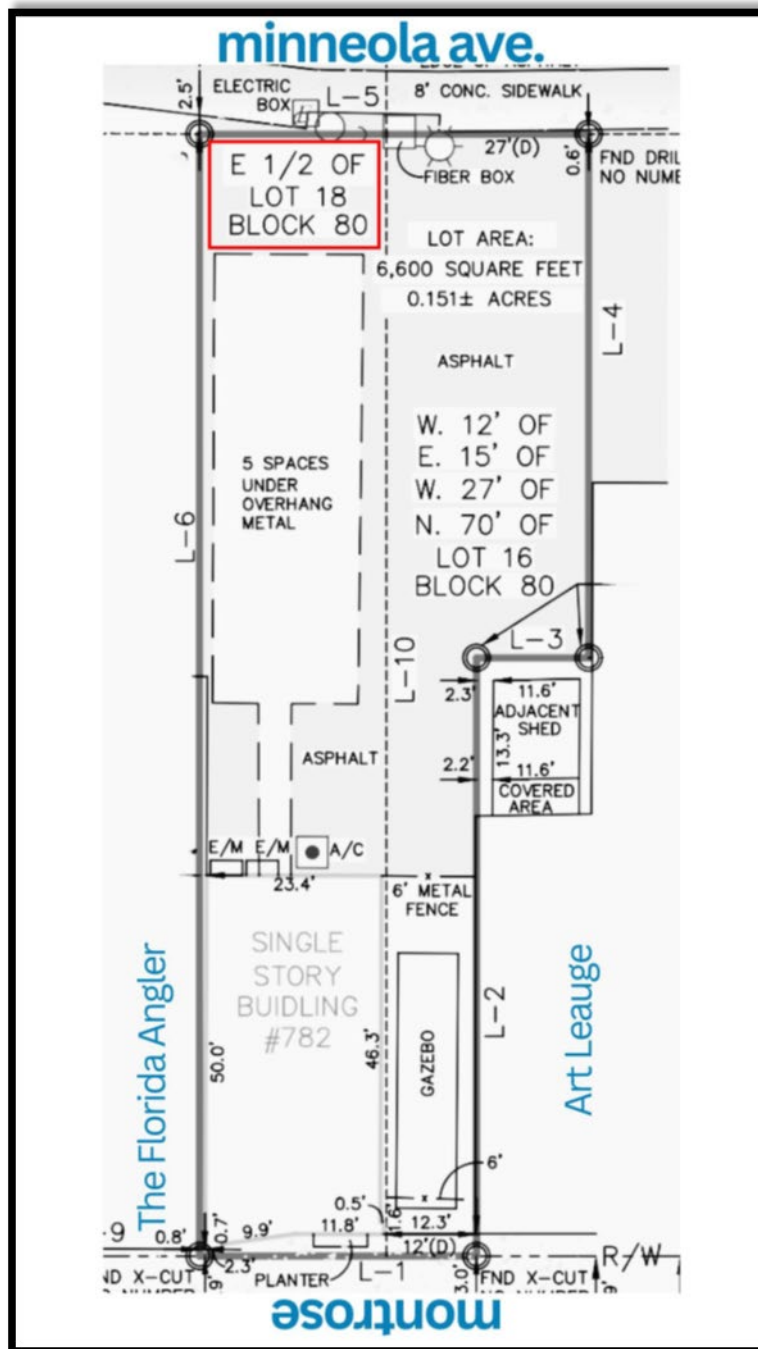
Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

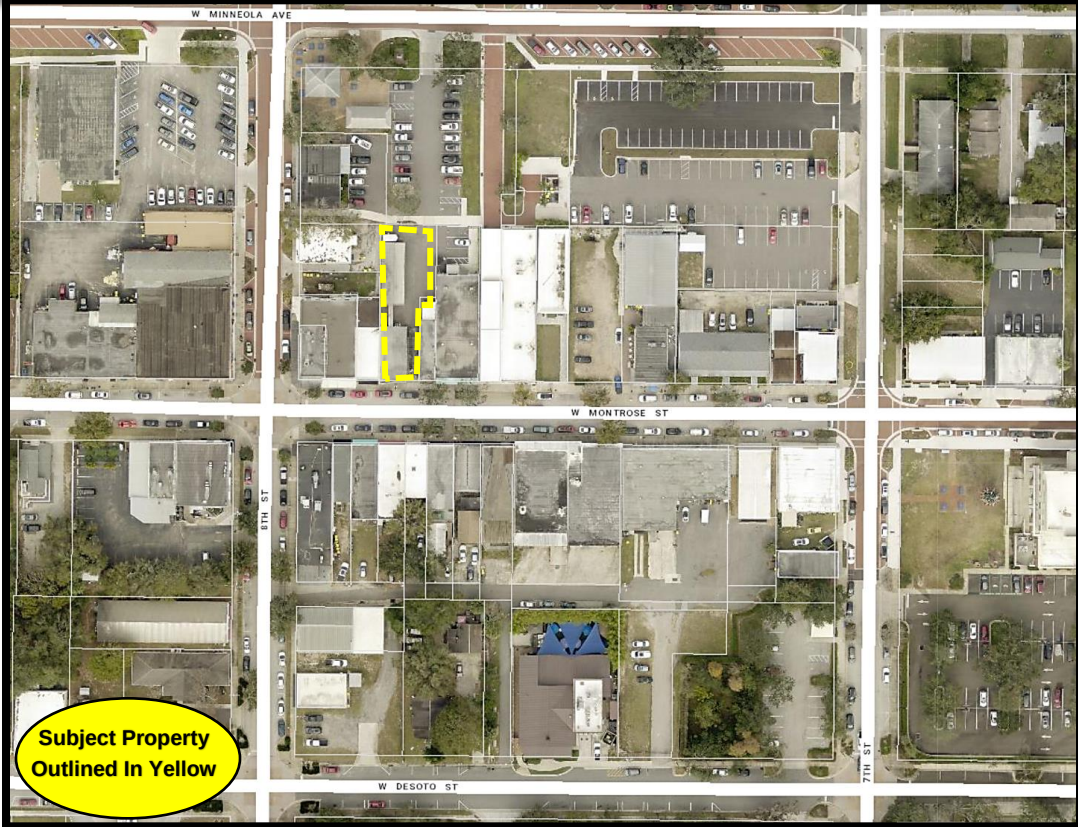
CITY OF CLERMONT
RESOLUTION NO. 2024-036R

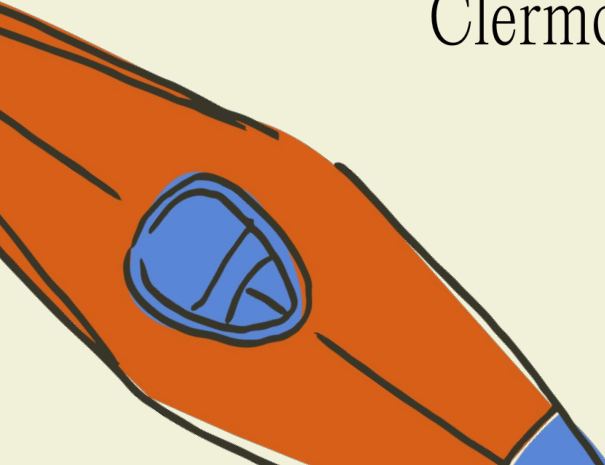
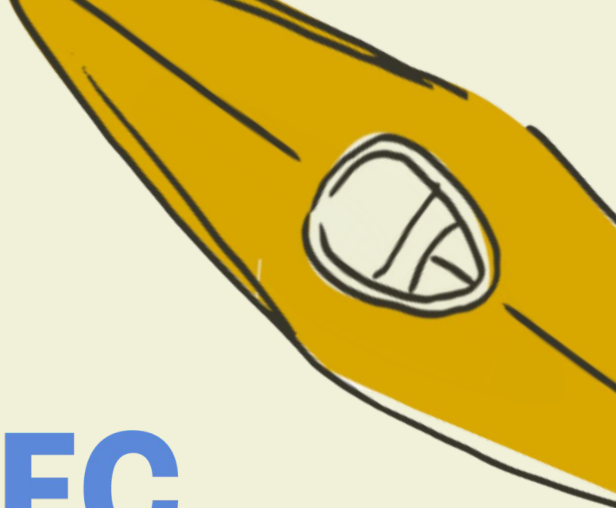
Exhibit A



CITY OF CLERMONT
RESOLUTION NO. 2024-036R





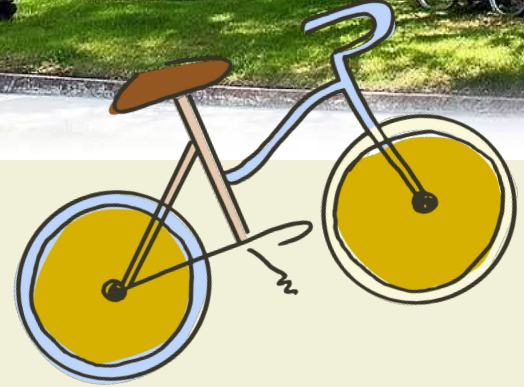


MIDPOINT REC

Clermont Outdoor Rentals & Recreation

The Story

We quickly realized we bought so much more than a house - we bought a whole **new lifestyle.**





With the South Lake Trail weaving through it and Florida's coast-to-coast trail on the horizon, you'll find a uniquely perfect place to grab the weekend by the wheels. [LEARN](#)

[MORE](#) →

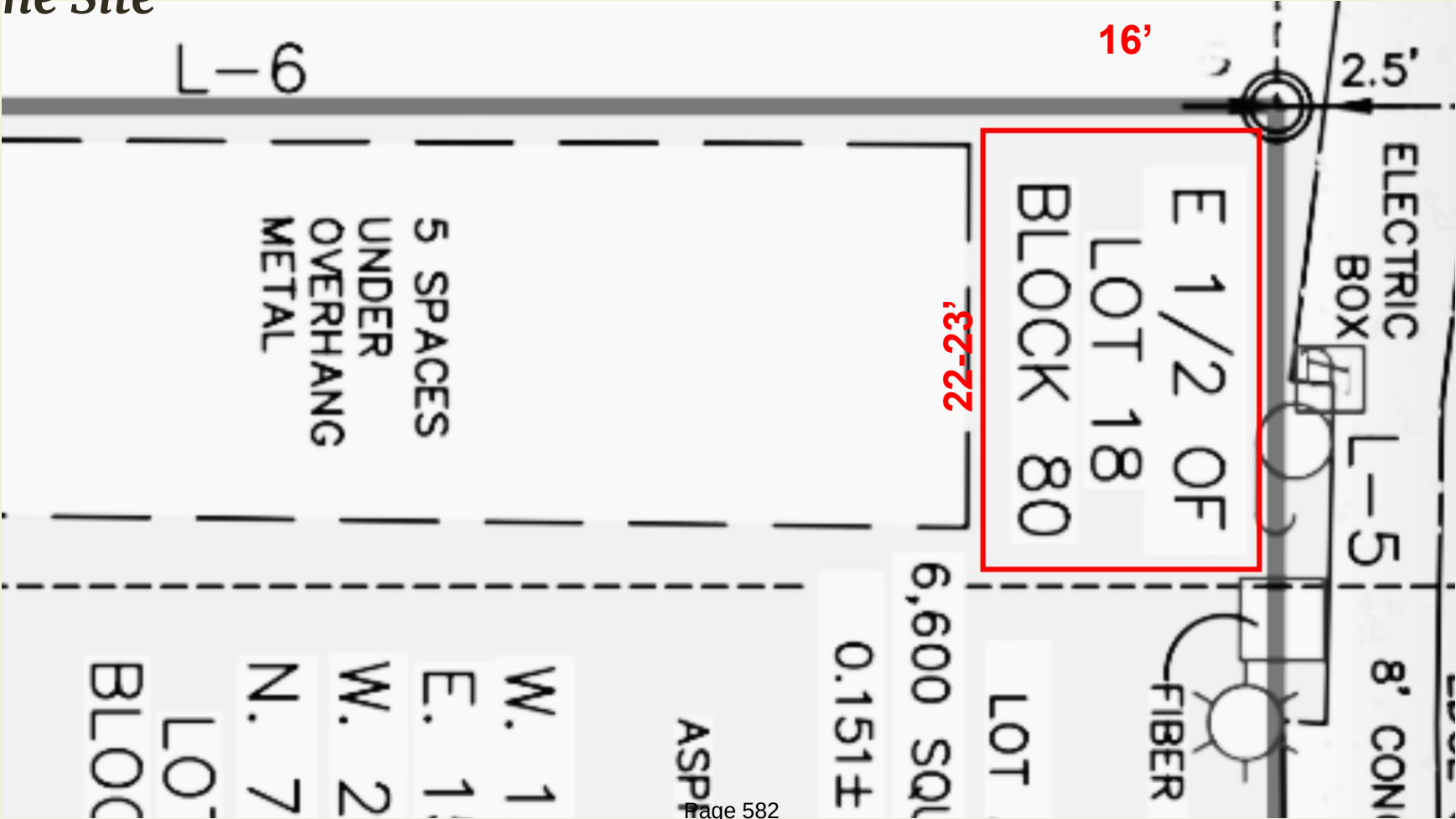
"Clermont has advanced its Downtown-Waterfront Master Plan, which includes more than 30 new high profile projects.... These enhancements are fusing its recreational attractions with downtown's emerging art scene and indie shopping and dining establishments to catalyze renewed energy in this charming lakeside destination."

The Sitch

Few downtowns our size can boast such proximity to both the water & bike trail system. Amplifying this can put downtown Clermont on the map as a key place to visit in Central Florida.

Midpoint Rec aims to fill a hole in the downtown market that will help establish Clermont as a standout member of Florida **Main Street** in a way that supports the town brand and future development.

The Site



The Site



The Site



The Shop (a visual concept)



The Shop (a visual concept)



Real life Examples



[BoxiPark | Lake NONA](#)



[Sparkman Wharf | Tampa](#)



[Austin Bike Tours & Rentals | TX](#)



CITY OF CLERMONT

CONDITIONAL USE PERMIT

APPLICATION

Date		FEE: \$845 + cost of advertisement + cost of traffic review (if necessary)		
Project Name (if applicable) Midpoint Rec Container Shop				
Applicant Valerie Schuett				
Contact Person Valerie Schuett				
Address 931 W Montrose St.		City Clermont	State FL	Zip 34711
Telephone 903-363-8506				
Email valerie@midpointrec.com				
PROPERTY OWNER INFORMATION ☐ (Check box if owner information is same as applicant)				
Property Owner Name Roe Consulting FL LLC (Curtis Evans)				
Owner Address 2000 S LAKESHORE DR		City Clermont	State FL	Zip 34711
Telephone 352-255-9981		Email curtisevans007@gmail.com		
PROPERTY INFORMATION				
Address of Subject Property 782 W Montrose St, Clermont		Alternate Key 1714001		Zip 34711
General Location Downtown business district. The exact location is a portion of the property address listed. It's an open space on the back side corner (northwest) of 782 W Montrose, north of the parking spaces. 16' by 23 ' rectangle of open asphalt.				
Legal Description & Alternate Key (include copy of survey) From survey: THE WEST 12 FEET OF LOT 16, EAST 15 FEET OF THE WEST 27 FEET OF THE NORTH 70 FEET OF LOT 16, EAST 1/2 OF LOT 18, BLOCK 80, CITY OF CLERMONT, A SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGES 17 THROUGH 23, INCLUSIVE, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. More specifically the portion in question: E 1/2 OF LOT 18 BLOCK 80				
Land Use (City verification required) STORE 1 STORY FREE STANDING				
Zoning (City verification required) CBD Central Business District				



CITY OF CLERMONT CONDITIONAL USE PERMIT APPLICATION

Detailed Description of request (What are you proposing to do, and why is it appropriate for this location?)

Eat, Shop & PLAY in downtown Clermont. Midpoint Rec is seeking to position itself and Clermont in a memorable way with it's kayak, bike, & paddleboard rentals. Despite being a self proclaimed hub for recreation - Clermont has little to no outdoor rental options for visitors to take advantage of in the downtown area. **Midpoint Rec aims to fill this void in a homegrown way, offering visitors more active options to enhance Clermont's appeal as a repeat destination.** We also believe that the new consumers Midpoint Rec would attract will boost business for others in downtown. For this reason, it's vital we're positioned in the immediate downtown district so the new foot traffic gets the best introduction to everything the historic district has to offer.

We've chosen a custom shipping container shop because of it's unique and future-forward appeal (see real-life examples in supporting materials) in addition to being functional & financially reasonable. **More importantly, it provides an opportunity to revitalize unused and unattractive real estate in a central part of the CBD.**

The open space on the north side of 782 W Montrose is the right size and strategically positioned next to a sidewalk that leads to the 8th Street Trailhead. Of course, we plan to have licensed engineered plans and contractors involved to build the shop to code, and intend to have high standards for architectural look & feel in the final product.

Other important information (next page)....

Valerie Schuett

Applicant Name (print)

Valerie Schuett

Applicant Name (signature)

Curtis Evans

Owner Name (print)

Curtis Evans

Owner Name (signature)

*****NOTICE*****

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

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

02/08/2024

- **INVENTORY:** Most of the inventory will be stored off-site; so only the goods & rentals going out for a particular day will be kept in the shop.
- **UTILITIES:** We do not need plumbing or water, just electricity which we have easy access to run on our own meter thanks to the Duke infrastructure that borders the property
- **PARKING:** We are asking for a special exception to the parking space requirement. We do not expect to have more than one employee at a time in the shop.
 - The applicant lives in the downtown business district (931 W Montrose) in a mixed use property with several extra parking spaces thanks to it's former use as the "Old Bicycle Inn." If an exception is off the table, we suggest that a portion of the parking at 931 W Montrose St. be designated to satisfy the parking requirement.
- **LANDSCAPING:** It's our preliminary understanding that a landscaping buffer is not required in our instance. We do however plan to utilize landscaping to add visual appeal to the space. With Duke's permission and the city's approval, we'd like clean up the easement & utilize some landscape along it's border to beautify it.

Order Confirmation

Not an Invoice

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City of Clermont-Legals Po Box 120219 Clermont FL 34712-0219
Contact Name:	City Clerk
Contact Phone:	(352) 708-5997
Contact Email:	
PO Number:	

Date:	11/01/2024
Order Number:	10740581
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	38.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	11/05/2024 - 11/05/2024	Govt Public Notices
LEE dailycommercial.com	1	11/05/2024 - 11/05/2024	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	\$62.04
Tax Amount	\$0.00
Service Fee 3.99%	\$2.48
Cash/Check/ACH Discount	-\$2.48
Payment Amount by Cash/Check/ACH	\$62.04
Payment Amount by Credit Card	\$64.52

Order Confirmation Amount	\$62.04
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Ad Preview

LEGAL NOTICE

On Tuesday, November 12, 2024 at 6:30 PM, the Clermont City Council will consider a request for a Conditional Use Permit (2024-036R) to allow for a container building to be located in the Central Business District (CBD) zoning district.

LOCATION

A portion of the Northwest Corner of
782 W. Montrose Street
Alternate Key 1714001

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

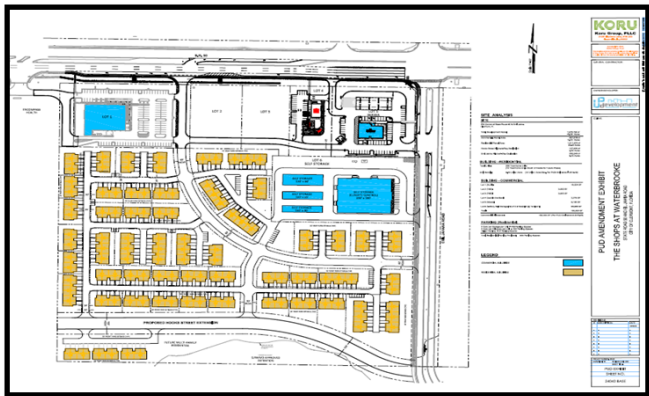
This application is available for public inspection in the Development Services Department, Monday through Friday between the hours of 8:00 AM and 5:00 PM.

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
#10740581 11/5/2024

AGENDA ITEM

Meeting Date	
Tuesday, November 12, 2024	
Agenda Item Name	
Ordinance No. 2024-039 <i>Intro</i> <i>The Shops at Waterbrooke PUD Amendment</i>	
Requested Action	
Recommend approval of Ordinance No. 2024-039.	
Staff Report	
The applicant is requesting to amend the Planned Unit Development (Ordinance No. 2017-49), which was approved by the City Council on November 28, 2017. The proposed request is to increase the residential development and decrease the commercial component of the master development plan. The PUD Ordinance No. 2017-49, permits Lots 6 and 7 to construct up to 85 dwelling units consisting of residential townhomes, not to exceed two levels. The PUD also allows the developer to decrease the commercial acreage and increase the residential acreage, not to exceed the maximum of 12 units per acre as permitted by the Commercial Land Use. The current approved PUD allows one (1) single commercial building up to the maximum building size of 45,000 square feet. The PUD amendment is requesting to allow for a three-story climate-controlled self-storage building not to exceed 100,000 square feet, plus three (3) additional smaller storage buildings. The applicant has updated the Conceptual Plan layout to reflect the proposed changes to the Master Development Plan. The property consists of 45 +/- acres and is located south of SR 50 at the intersection of Emil Jahna Road. The proposed commercial development shall be limited to permitted uses under the C-2 General Commercial zoning with no automotive uses permitted. The current PUD also allows for a gas station/convenience store.	
	
The only request to the PUD amendment is to decrease the commercial acreage and to increase the residential acreage, along with the request to allow a three-story self-storage building not to exceed 100,000 square feet, which requires an updated conceptual site plan with the proposed changes.	
The applicant will also be required to comply with all Land Development Regulations and Comprehensive Plan. The project will be required to add a minimum 15-foot landscape buffer with an additional 30 percent plant materials between the residential and commercial development to ensure an opaque buffer screen. All buildings must comply with the Architectural Design Standards. The multifamily development will be required to provide a recreational facility to comply with the Comprehensive Plan Policy 1.6.4 Performance Standards.	
Staff has reviewed the applicant's request for an amendment to the Planned Unit Development (PUD) master development plan. Staff finds the proposal meets the provisions with regard to Section 122-315, Review Criteria for	

a PUD. Therefore, staff recommends approval of Ordinance 2024-36 to amend the PUD with the conditions contained in the ordinance. *The Planning and Zoning Commission recommended approval 4-1.*

Additional Analysis	
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Fiscal Impact Summary	
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None.

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)	
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1.	2024-039 The Shops at Waterbrooke PUD Amendment (10.30.2024)	2024-039 The Shops at Waterbrooke PUD Amendment (10.30.2024).pdf
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CITY OF CLERMONT
ORDINANCE NO. 2024-039

AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA AMENDING A PLANNED UNIT DEVELOPMENT (PUD) OF 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:

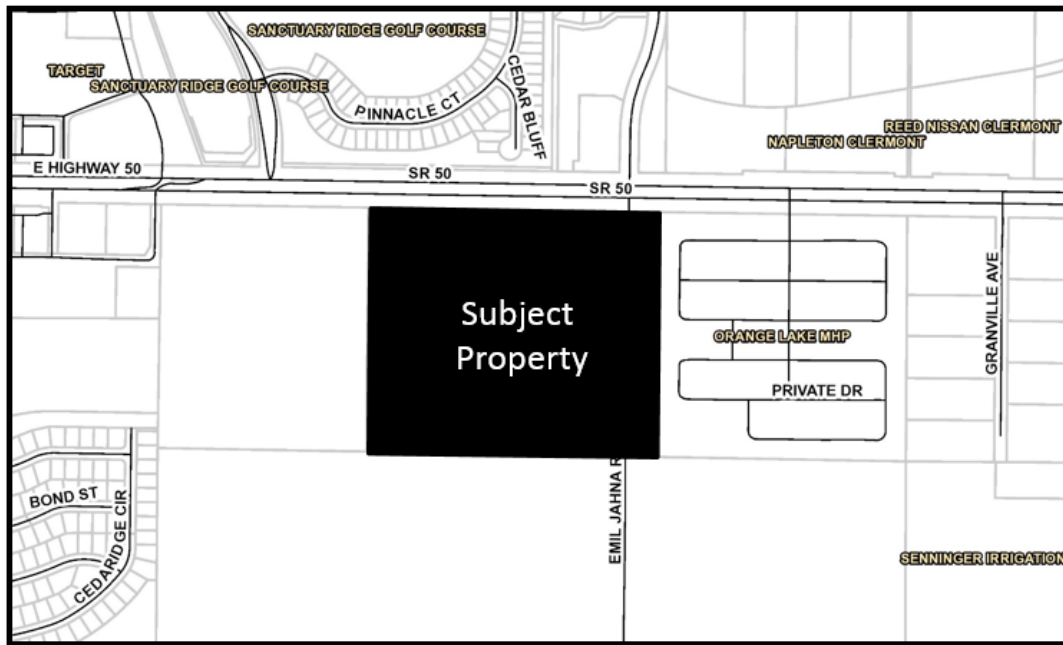
The Official Zoning Map of the City of Clermont, Lake County, Florida referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances, is hereby amended by rezoning the following described property:

LEGAL DESCRIPTION

OVERALL DESCRIPTION

THAT PORTION OF THE EAST 222.00 FEET OF THE SE ¼ OF NW ¼ TOGETHER WITH A PORTION OF THE SW ¼ OF NE ¼, ALL LYING IN SECTION 27, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH ¼ CORNER OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, RUN S 00°30'12" W. ALONG THE WEST LINE OF THE NORTHEAST ¼ OF SAID SECTION 27, A DISTANCE OF 1363.52 FEET TO A POINT ON THE RIGHT OF WAY LINE OF STATE ROAD 50, PER F.D.O.T. RIGHT OF WAY MAP SECTION 11070-2505, THIS BEING THE POINT OF BEGINNING: THENCE RUN S 89°06'29" E, ALONG SAID SOUTH RIGHT OF WAY LINE. A DISTANCE OF 1308.00 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 27; THENCE RUN S 00°25'59" W. ALONG SAID EAST LINE, A DISTANCE OF 1293.07 FEET, TO THE SOUTHEAST CORNER OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 27, THENCE RUN N 88°58'56" W. ALONG THE SOUTH LINE OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 27, A DISTANCE OF 1309.61 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHWEST ¼ OF THE NORTHEAST ¼; THENCE RUN N 88°58'56" W. ALONG THE SOUTH LINE OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 27, A DISTANCE OF 222.01 FEET TO A POINT, 222.00 FEET, WESTERLY OF , WHEN MEASURED PERPENDICULAR TO THE WEST LINE OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 27; THENCE RUN N 00°30'12"E. ALONG A LINE PARALLEL WITH THE WEST LINE OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 27, A DISTANCE OF 1289.70 FEET TO A POINT ON THE AFORESAID SOUTH RIGHT OF WAY LINE; THENCE RUN S 89°06'29" E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 222.00 FEET TO THE POINT OF BEGINNING. CONTAINING 45.38 ACRES, MORE OR LESS. (Alt Key# 3868854 & 3868851)



**FROM: PLANNED UNIT DEVELOPMENT (ORDINANCE NO. 2017-49)
TO: AMENDED PLANNED UNIT DEVELOPMENT (PUD)**

SECTION 2: GENERAL CONDITIONS

This application for a Planned Unit Development to allow for a multi-tenant commercial development with C-2 General Commercial uses along with residential dwelling units, not to exceed 12 units per acre, be granted subject to the following conditions:

1. The conditions as set forth in this amended 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 the Concept Plan prepared by Koru Group, PLLC, and attached hereto and incorporated herein, Exhibit A. The City Manager or authorized designee, will have the right to administratively approve revisions to the Concept Plan, including the configuration of buildings, provided no building will exceed 45,000 square feet, with the exception of a (3) three-story self-storage building not to exceed 100,000 square feet, as shown on the Conceptual Plan, and the overall square footage of the commercial site does not exceed 162,000 square feet. 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. An environmental assessment addressing habitat and species shall be submitted to the City during the construction plans approval stage of each phase of the project. Applicable permits for any gopher tortoises and associated burrow commensal species or other threatened or endangered species found on the property must be received from the appropriate regulatory agencies prior to the initiation of development activity.
5. 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.
6. Easements shall be provided on any existing and proposed utilities that the City will own and maintain at no expense to the City.

SECTION 3: LAND USES AND SPECIFIC CONDITIONS

1. A total of up to 162,000 square feet of C-2 General Commercial Uses shall be allowed on Lots 1 through 5, as shown on the site plan. Lot 5 may also allow a gas station/convenience store and a self-storage facility. No automotive dealerships or other automotive uses shall be permitted.
2. A minimum of one dumpster pad on each of the Lots 2 through 5 and one pad or compactor for each retail building on Lot 1. The City's Code Enforcement will monitor and enforce through Section 114-8 - Solid Waste Collection Services. The City Manager or authorized designee, will have the right to administratively approve the number of dumpsters at the time of site review.
3. A minimum of one loading berth on each of the Lots 2 through 5 and one for buildings 30,000 and under, and two for buildings greater than 30,000 square feet. The City Manager or authorized designee, will have the right to administratively approve the number of loading zones at the time of site review.
4. The project may have elevation changes of up to 30 feet with regards to filling an existing depressional area south of the existing Florida Department of Transportation (FDOT) stormwater system and with the filling and relocation of existing FDOT stormwater system. These changes will be submitted to the City Engineer at the time of final engineering showing the extent of the cut and fill.
5. Interior landscape buffers between abutting property boundaries may have a shared 10 foot wide landscape buffer with a 5 foot wide buffer on each lot to achieve a minimum 10 foot wide buffer. If the shared landscape buffer is not maintained to City standards, both lot owners will be held liable for the deficiencies. The project must also provide a minimum 15 foot landscape buffer with an additional 30 percent plant material to create an opaque screen between the residential and commercial development.

6. All required landscape buffers shall provide an additional 30 percent more plant material, which includes trees and shrubs, to enhance the site.
7. Three buildings; A, C, and E, may be greater than 20,000 square feet but no more than 45,000 square feet, as shown on the site plan; provided however, one three-story self-storage building shall be allowed, as shown on the Conceptual Plan. The applicant has the ability to reduce these buildings so long as the overall square footage of the entire site does not exceed 162,000 square feet.
8. By virtue of the transportation system needs for the project, the developer shall dedicate on the final plat and/or commercial site plan a 100-foot right-of-way for Hooks Street within the project boundary, from the western property line through the property towards the east, terminating in the southeast corner of the property boundary. In addition to this 100-foot right-of-way, additional land necessary to accommodate temporary construction easements not to exceed 100 feet in width shall be provided. The slope easement shall be identified at preliminary plat and/or preliminary commercial site plan review and shown on the final plat/commercial site plan. The developer shall coordinate with the County and City on alignment and grading of Hooks Street. The slope easement width will be adjusted with design plans approved by the County and the City. This will be required prior to the first Certificate of Occupancy for the site.
9. The developer will agree to construct that segment of Hooks Street lying within the property boundaries in exchange for impact fee credits or other consideration as outlined in an agreement with the City and Lake County. This section of Hooks Street will be completed prior to Lot 1 receiving a Certificate of Occupancy.
10. The developer shall design and construct a replacement sewer lift station and associated force main to replace the existing lift station/force main on the property. Such design and construction shall be to City standards and requirements, and shall be funded by the developer.
11. Lots 6 and 7 may construct residential dwelling units consisting of fee simple townhomes, not to exceed two levels. Should the developer seek to increase the amount of fee simple townhomes, this may be accomplished by decreasing the commercial acreage and increasing the residential acreage, not to exceed a maximum of 12 units to one-acre ratio for density.



CITY OF CLERMONT
ORDINANCE NO. 2024-039

12. The table below would be the minimum requirements for the residential townhome portion of the development:

Minimum Lot Area	1,800 Square Feet
Minimum Living Area	1,000 Square Feet
Minimum Lot Width	20 FT
Minimum Lot Depth	90 FT
Minimum Front Building Setback	15 FT
Minimum Front Porch Setback	10 FT
Minimum Front Garage Setback	20 FT
Minimum Side Yard Setback*	5 FT
Setback from Side Street	15 FT
Minimum Rear Yard Setback	20 FT
All other applicable requirements of the City of Clermont R-3 Zoning Code apply	
* Does not apply to interior side yards of attached townhomes	

13. School concurrency shall be met before final plat approval in accordance with the Comprehensive Plan and Land Development Code.
14. The multifamily development shall be required to provide sufficient recreation facilities as required by the Comprehensive Plan Policy 1.6.4 Performance Standards.
15. Sidewalks/Streets:
- a. Sidewalks to be constructed on both sides of residential and commercial streets.
 - b. Streets shall have F-type curb and street pavement must be a minimum 24 feet wide.
 - c. Right-of-way width for residential streets must be a minimum 60 feet.
 - d. A minimum of three (3) pedestrian-oriented ingress and egress walkways shall be installed within the project. The design features that enhance pedestrian safety, efficiency and connectivity with a clear delineation between vehicular areas and pedestrian walkways shall be used. At a minimum, walkways shall connect focal points of pedestrian activity such as street crossings, building and store entry points, and shall feature adjoining landscaped areas that include trees, shrubs, benches, flower beds, ground covers or other such materials for no less than 50 percent of the length of the walkway.
16. Roadway Lighting: The developer shall arrange with the power utility provider for installation of streetlights along Hooks Street. The cost of installation shall be paid by the developer and shall be installed at the time of construction of Hooks Street. The developer shall also coordinate with the WaterBrooke development in the installation of streetlights along Emil Jahna Road.
17. The existing billboard onsite will be removed prior to issuance of first building permit.



CITY OF CLERMONT
ORDINANCE NO. 2024-039

18. The development shall comply with all applicable County and Florida Department of Transportation access management requirements.
19. A Tier 3 Traffic Impact Study shall be completed and reviewed by the Lake-Sumter Metropolitan Planning Organization. If the study identifies a deficiency in the Level of Service of transportation facilities due to the proposed project, the developer shall be required to participate in mitigation strategies.
20. The developer shall be responsible for contributing towards funding of a traffic signal at the intersection of Hooks Street and Emil Jahna Road, if and when the signal becomes warranted and permitted by the applicable governmental agency. The developer shall only be required to pay their proportional share based upon their impacts, as determined by the latest traffic methodology and guidelines.
21. The project shall be developed according to the C-2 General Commercial zoning designation in the Land Development Code, unless expressly stated above.

SECTION 4: CONFLICT

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

SECTION 6: SEVERABILITY

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

SECTION 7: ADMINISTRATIVE CORRECTION

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

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. 2024-039

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 10th day of December, 2024.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

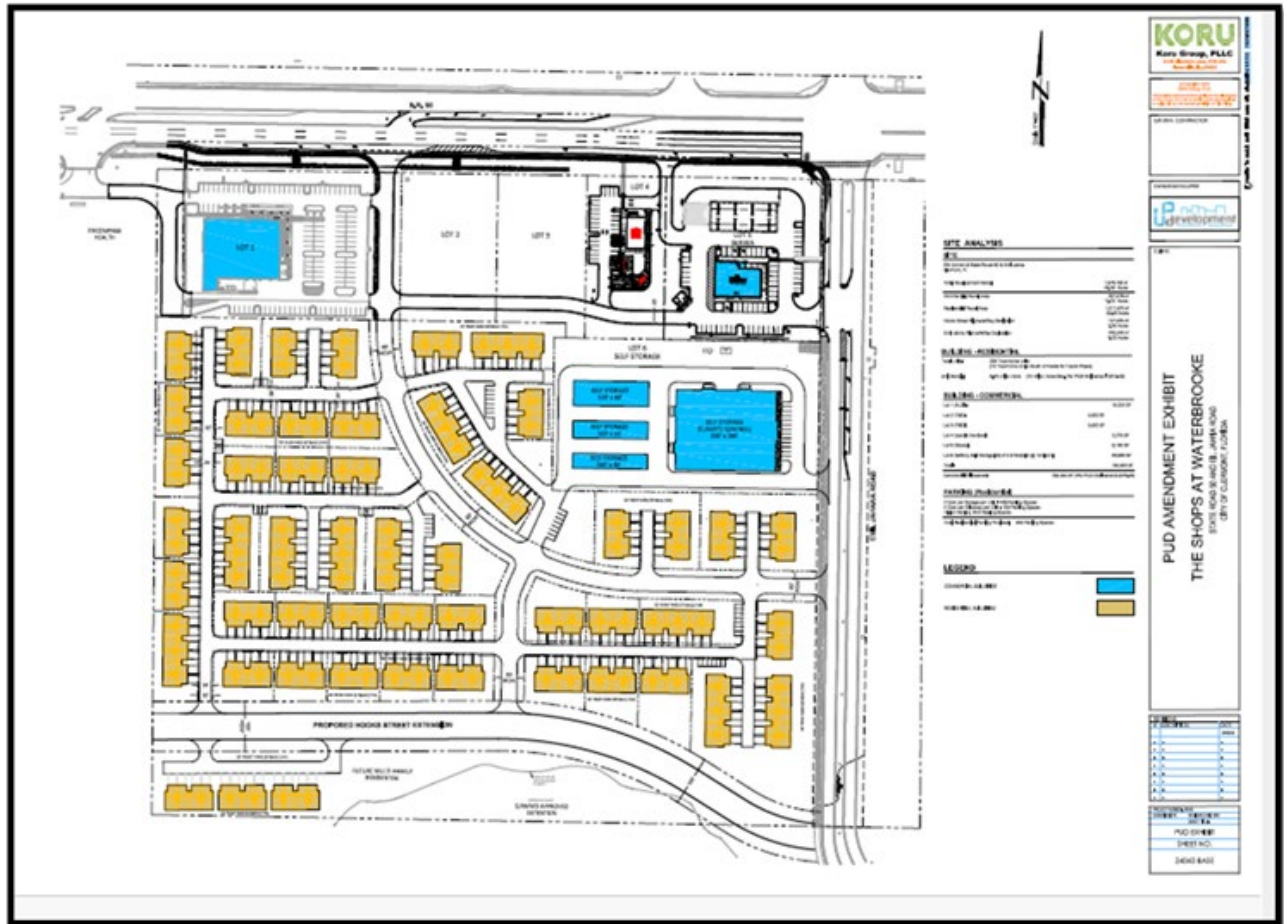
Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

CITY OF CLERMONT
ORDINANCE NO. 2024-039

Exhibit A: Concept Plan





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, November 12, 2024		
Agenda Item Name		
Ordinance No. 2024-043 <i>Intro</i> <i>Natural Gas</i>		
Requested Action		
Recommend approval of Ordinance 2024-043		
Staff Report		
During the October 15, 2024, City Council Workshop, a discussion was held regarding a proposed ordinance which would require natural gas to be brought to new subdivisions. This would allow for freedom of choice for residents between new appliances and energy sources. Additionally, this would lower the cost of installation of natural gas infrastructure due to lower upfront costs. The ordinance is similar to that of surrounding municipalities which have chosen to provide residents with natural gas as a potential energy option. The ordinance requires the developer of all new platted subdivisions and re-plats of existing subdivisions over ten lots where natural gas mains are located within 1,000 feet of the exterior boundary of the proposed subdivision to install natural gas distribution lines and natural gas main line extensions.		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2024-043 - Natural Gas (10.24.2024)	2024-043 - Natural Gas (10.24.2024).pdf	



CITY OF CLERMONT
ORDINANCE NO. 2024-043

1 **AN ORDINANCE OF THE CITY OF CLERMONT, FLORIDA,**
2 **AMENDING THE CODE OF ORDINANCES OF THE CITY OF**
3 **CLERMONT AMENDING CHAPTER 121 “UTILITIES” TO CREATE A**
4 **NEW SECTION 121.10, “NATURAL GAS INSTALLATION”; PROVIDING**
5 **FOR INSTALLATION OF NATURAL GAS LINES WITHIN**
6 **SUBDIVISIONS OR RE-SUBDIVIDED AREAS; PROVIDING FOR**
7 **DEVELOPER PAYMENT OF COSTS OF INSTALLATION AND**
8 **MATERIALS; PROVIDING FOR COST SHARING FOR GAS MAIN**
9 **EXTENSIONS UNDER CERTAIN CONDITIONS; PROVIDING FOR**
10 **CONSTRUCTION OF INSTALLATION AND MAIN EXTENSION;**
11 **PROVIDING FOR EASEMENTS AND PERMITS; PROVIDING FOR**
12 **OWNERSHIP AND MAINTENANCE; PROVIDING FOR**
13 **APPLICABILITY, CONFLICT, CODIFICATION, ADMINISTRATIVE**
14 **CORRECTION, SEVERABILITY AND PUBLICATION AND EFFECTIVE**
15 **DATE.**

16 **WHEREAS,** pursuant to Article VIII, Section 2 of the Florida Constitution and Chapter
17 166 of the Florida Statutes, the City of Clermont is authorized and required to protect the public
18 health, safety and welfare of its citizens and has the power and authority to enact regulations for
19 valid governmental purposes that are not inconsistent with general or special law;

20 **WHEREAS,** natural gas provides an affordable, reliable, environmentally friendly and
21 efficient alternative means of addressing the energy needs of citizens and residents of the City of
22 Clermont, Florida;

23 **WHEREAS,** natural gas provides a reliable source of meeting energy needs after hurricane
24 and storm events that may affect the safety and well-being of the residents of the City of Clermont,
25 Florida;

26 **WHEREAS,** many individuals moving to the City of Clermont, Florida, have previously
27 enjoyed natural gas appliances in their homes and businesses, and desire to continue to utilize
28 natural gas appliances as citizens and residents of the City of Clermont, Florida;

29 **WHEREAS,** the costs of installing natural gas infrastructure in already developed
30 subdivisions, and retrofitting existing homes to allow homeowners to use natural gas appliances
31 may be too expensive to allow the citizens and residents of the City of Clermont to do so;

32 **WHEREAS,** the costs of installing natural gas infrastructure in subdivisions up-front, as
33 they are being constructed, are significantly lower than the costs of retrofitting developments after-
34 the-fact;

35 **WHEREAS,** the citizens and residents of the City of Clermont benefit from the freedom
36 of choice among appliances and energy sources, as well as the lower energy costs for natural gas;



CITY OF CLERMONT
ORDINANCE NO. 2024-043

WHEREAS, the Lake Apopka Natural Gas District is the natural gas provider for the geographical area of the City;

WHEREAS, the City is a member municipality of the Lake Apopka Natural Gas District, with representation on the Board of Commissioners of the Lake Apopka Natural Gas District;

WHEREAS, the territorial limits and area of service of the Lake Apopka Natural Gas District embrace and include the geographical boundaries of the City;

WHEREAS, the Board of Commissioners of the Lake Apopka Natural Gas District have considered, and unanimously support the adoption of this model ordinance by each of the member municipalities;

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 ORDAINED by the City Council of the city of Clermont, Florida:

SECTION 1:

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

SECTION 2:

Chapter 121, "Utilities" is hereby amended to create Section 121.10 "Natural Gas Installation" of the Code of the City of Clermont, Florida as follows: (note strikethrough indicates removed words and underlined indicates added)

Sec. 78-3. - Natural Gas Installation.

(a) Generally. Pursuant to the requirements of this section, natural gas distribution line installation and natural gas main extension shall be required in all new platted subdivisions and re-plats of existing subdivisions over ten lots where natural gas mains are currently located within 1,000 feet of the exterior boundary of the proposed subdivision.

(b) Cost of Installation.

(1) Natural Gas Distribution Lines and Facilities. The cost of installation, including construction and materials, of all natural gas distribution lines and appurtenances within the property must be borne by the developer or applicant.



CITY OF CLERMONT
ORDINANCE NO. 2024-043

(2) Natural Gas Mains. The cost of extension of an existing natural gas main along the entire public road frontage of property and up to one hundred feet beyond the property boundaries shall be borne by the developer or applicant. The cost to extend the existing natural gas main more than one thousand feet to the boundaries of the property will be borne by the Lake Apopka Natural Gas District. New platted subdivisions or re-plats of existing subdivisions shall not be required to install natural gas lines where the Lake Apopka Natural Gas District has determined that service is not within one thousand feet of exterior boundaries of the property.

(3) Construction. Construction of natural gas distribution line installation and main extension shall be performed by the Lake Apopka Natural Gas District and/or its designee pursuant to an agreement between the applicant or developer and the Lake Apopka Natural Gas District. Before the Lake Apopka Natural Gas District and/or its designee commences any natural gas installation and/or main extension construction, the cost for labor and materials, as estimated by the Lake Apopka Natural Gas District's engineer, must be paid by the developer or applicant to the Lake Apopka Natural Gas District in cash or a bond sufficient to cover the cost of construction. The cost will be determined from the point of the nearest available natural gas supply to the subdivision. Any excess payment or underpayment will be refunded or invoiced upon completion of installation.

(c) Easements and Permits. The developer or applicant shall dedicate public utility easements as necessary within the subdivision to accommodate the constructing, operating and maintaining the natural gas pipeline distribution system within the property. The Lake Apopka Natural Gas District shall obtain all required permits and authorizations from the City for installation of the natural gas pipeline system.

Ownership and Maintenance. All distribution mains, lines, services and other installations on the inlet/upstream/street side of the meter, as well as the meter, shall be the property of the Lake Apopka Natural Gas District, who shall be responsible for their safe operation and proper maintenance. All facilities on the outlet/downstream/house side of the meter, including the house piping system and all natural gas appliances, shall be the property of the builder and/or their assigns, who shall be responsible for safe operation and proper maintenance of all such facilities.

SECTION 3: APPLICABILITY

This ordinance shall not apply to any subdivision or re-subdivision which is subject to a plat approved in accordance with all current, applicable requirements of the City's land development regulations as of the effective date of this ordinance.



CITY OF CLERMONT
ORDINANCE NO. 2024-043

SECTION 4: CONFLICT

All ordinances or parts of ordinances, all City Code sections or parts of City Code sections, and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

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

Regardless of whether such inclusion in the Code as described in Section 4 is accomplished, Section 2 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: SEVERABILITY

If any portion of this ordinance is declared invalid or unenforceable, then, to the extent it is possible to do so without destroying the overall intent and effect of this ordinance, the portion deemed invalid or unenforceable shall be severed herefrom, and the remainder of this ordinance shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.

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.

First Reading this 12th day of November 2024.

Second Reading this 10th day of December 2024.



CITY OF CLERMONT
ORDINANCE NO. 2024-043

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County,
Florida on this 10th day of December, 2024.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

APPROVED AS TO FORM AND LEGALITY:

Daniel F. Mantzaris, City Attorney



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, November 12, 2024		
Agenda Item Name		
Ordinance No. 2024-044 <i>Intro Public Camping</i>		
Requested Action		
Consider approval of Ordinance 2044-044		
Staff Report		
Effective October 1, 2024, the City is subject to the state mandate contained in F.S. Section 125.0231 that requires the City to prohibit public camping and sleeping. The law also creates a cause of action in favor of an affected property owner, if the City fails to prohibit public camping and sleeping. That part of the law takes effect 1/1/2025. Staff has proposed the included ordinance to address these issues: New Section 24-15 as proposed provides as follows: Any person found to have engaged in public camping or sleeping on public property within the City shall be in violation of the City Code. • A City code enforcement officer or law enforcement officer, based on personal knowledge, is authorized to initiate the code enforcement citation process, direct that the individual leave the public property and provide the individual with a time not to exceed 60 minutes to leave. • If the individual does not timely leave the public property the code enforcement or law enforcement officer may issue a code enforcement citation under section 1-129 of the City Code, which includes a fine of \$250 per violation. • If after having been cited, the individual returns to the same location, a law enforcement officer may initiate the process to criminally trespass the individual from public property pursuant to Section 810.09 <i>Florida Statutes</i>.		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2024-044 Public Camping (10.29.2024)	2024-044 Public Camping (10.29.2024).pdf	



CITY OF CLERMONT
ORDINANCE NO. 2024-044

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, CREATING AND ENACTING CHAPTER 24, “OFFENSES AND MISCELLANEOUS PROVISIONS” ARTICLE I, “IN GENERAL” SECTION 24-15 “PUBLIC CAMPING OR SLEEPING OF THE CLERMONT CITY CODE, PROVIDING FOR FINDINGS, PURPOSE, INTENT AND DEFINITIONS; MAKING THE ACT OF PUBLIC CAMPING AN OFFENSE PUNISHABLE BY LAW, PROVIDING FOR PROGRAM IMPLEMENTATION REQUIREMENTS AND PROVIDING FOR ENFORCEMENT AND ADMINISTRATIVE PROCEDURES; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION, CODIFICATION, PUBLICATION AND EFFECTIVE DATE.

WHEREAS, Chapter 166 of the Florida Statutes and Article VIII of the Florida Constitution authorizes the legislative body of each municipality to enact ordinances to protect the health, safety, and welfare of its residents; and

WHEREAS, the Florida Legislature has enacted HB 1365 codified under 125.0231 Florida Statutes forbidding municipalities from authorizing or otherwise allowing any person to regularly engage in public camping or sleeping on any public property.

WHEREAS, the Florida Statute creates a cause of action whereby an affected member of the public can bring legal action against the municipality seeking damages for failing to act to prohibit public camping or sleeping on or after January 1, 2025.

WHEREAS, the City Council has determined and finds that the code provisions and regulations contained herein are necessary and in the best interests of the health, safety, and welfare of the general public and the citizens of, and visitors to, Clermont.

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

SECTION 1:

The foregoing recitals are incorporated herein and are true and correct and accepted as Findings in support of this Ordinance.

SECTION 2:

Chapter 24, “OFFENSES AND MISCELLANEOUS PROVISIONS”, Article I. “In General” of the Clermont City Code, is amended to enact and create Section 24-15 “Public Camping or Public Sleeping” to read as follows: (underlined indicates added language and strike through indicates deleted language



CITY OF CLERMONT
ORDINANCE NO. 2024-044

Sec. 24-15. Public Camping or Public Sleeping.

(a) Definitions.

(1) “Enforcement officer” means a sworn Law Enforcement Officer of the City of Clermont or any other employee duly authorized to enforce City of Clermont codes and ordinances.

(2) "Public camping or sleeping" means:

a. Lodging or residing overnight in a temporary outdoor habitation used as a dwelling or living space and evidenced by the erection of a tent or other temporary shelter, the presence of bedding or pillows, or the storage of personal belongings; or

b. Lodging or residing overnight in an outdoor space without a tent or other temporary shelter.

(3) “Public Camping” does not include:

a. Lodging or residing overnight in a motor vehicle that is registered, insured, and located in a place where it may lawfully be.

b. Camping for recreational purposes on property designated for such purposes

(b) Public Camping Prohibited. It is prohibited, unlawful and a violation of this Section for any person to regularly engage in public camping or sleeping on any public property, including, but not limited to, any public building or its grounds or public right-of-way under City jurisdiction.

(c) Procedures; investigation of violations; issuance of citations; other enforcement.

(1) An Enforcement Officer is hereby authorized to issue a written warning to any person for violation of this Section when, based upon personal investigation, the Enforcement Officer has reasonable cause to believe that the person has committed a violation of this Section.

(2) The warning shall be provided to the person that has committed a violation of this Section and shall establish a reasonable time within which the person must leave the public property, including removing any and all tents, temporary structures and personal belongings. Such time period to comply will not exceed sixty (60) minutes.

(3) If upon personal investigation by the Enforcement Officer the written warning has not been complied with within the time period, the Enforcement Officer shall issue a citation pursuant to Sec. 1-129 et seq of the City Code as amended or renumbered. The citation shall as much with as much particularity as possible, identify the subject public property.



CITY OF CLERMONT
ORDINANCE NO. 2024-044

(4) In the event that a person has been issued a citation within the preceding six (6) months and based upon personal investigation, the Enforcement Officer has reasonable cause to believe that the person has committed a violation of this Section on the same property for which the prior citation was issued, the person shall be in violation of F.S. § 810.09 as amended or renumbered.

(5) The city may pursue any enforcement action or legal remedy available under controlling state law and any legal remedy available to the city to include, but not be limited to a written warning to be followed by a fine not exceeding \$500.00 unless otherwise authorized by state law, followed by imprisonment for a term not exceeding 60 days unless otherwise authorized by state law.

(d) This section does not apply during any time period in which:

(1) The Governor has declared a state of emergency in Lake County or another county immediately adjacent to Lake County and has suspended the provisions of this section pursuant to s. 252.36.

(2) A state of emergency has been declared in Lake County under F.S. Chapter 870.

SECTION 3: CONFLICT

All ordinances or parts of ordinances, all City Code sections or parts of City Code sections, and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 4: SEVERABILITY

If any portion of this ordinance is declared invalid or unenforceable, then, to the extent it is possible to do so without destroying the overall intent and effect of this ordinance, the portion deemed invalid or unenforceable shall be severed herefrom, and the remainder of this ordinance shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.

SECTION 5: ADMINISTRATIVE CORRECTION

Regardless of whether such inclusion in the Code as described in Section 4 is accomplished, Section 2 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.



CITY OF CLERMONT
ORDINANCE NO. 2024-044

SECTION 6: 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 7: PUBLICATION AND EFFECTIVE DATE

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



CITY OF CLERMONT
ORDINANCE NO. 2024-044

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 10th day of December 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