



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

6:30 PM, Tuesday, January 28, 2025

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

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PRESENTATIONS

Live Well Grant Presentation

Montrose Street Traffic Study

PUBLIC COMMENT

REPORTS

CONSENT AGENDA

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

Item No. 1 - Meeting Minutes

Consider approval of the December 17, 2025 Special Meeting and Workshop minutes.

Item No. 2 - Surplus Request

Consider declaring end-of-life inventory as surplus from Finance, Fire, Building Services, Police, Parks and Recreation, and Public Services Department and provide disposal per the Procurement Policy.

Item No. 3 - Sidewalk Easement Agreement

Consider approval of construction and access easement for a new public sidewalk.

Item No. 4 - Sole Source Approval
Power & Pumps, Inc.

Consider approval of a single/sole source purchase from Power & Pumps, Inc. to acquire Danfoss variable frequency drives, soft starters, related accessories, and services.

Item No. 5 - Piggyback Contract
Temporary Employment Services

Consider approval to piggyback the Lake County term contract with PeopleReady Florida Inc. to provide temporary employment services.

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- | | |
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| Item No. 6 - Piggyback Term Contract
<i>Purchase and Lease of Copiers</i> | Consider piggybacking the NASPO term contract titled Multi-Function Devices and Related Software, Services, and Cloud Solutions with Konica Minolta Business Solutions USA, Inc. |
| Item No. 7 - Proposed Purchase of Chestnut Street Property and Budget Amendment | Consider property purchase approval and budget amendment in the amount of \$60,000 for lift station access. |
| Item No. 8 - Splash Park Admission Fee Waiver | Consider waiving individual Splash Park admission fees. |
| Item No. 9 - Lake County Rowing Association/Boathouse Short Term Agreement Extension | Consider extending the Boathouse Management Agreement through July 31, 2025. |
| Item No. 10 - Road Closure Requests | Consider road closure approval for 2025 Clermont Main Street events. |
| Item No. 11 - Interlocal Agreement | Consider agreement approval for Lake Felter Park Improvements to receive \$110,000 of Lake County Infrastructure Sales Tax funding. |
| Item No. 12 - Approval to Lease City Property | Consider approval to lease 1146 Lake Minneola Drive for boat storage |
| Item No. 13 - Lease Agreement | Consider Clermont Multihull Association Lease Agreement for 1146 Lake Minneola Drive. |
| Item No. 14 - Settlement Agreement | Consider Settlement Agreement between the City and Coastal Investment Land Trust. |

UNFINISHED BUSINESS

- | | |
|---|---|
| Item No. 15 - Ordinance No. 2025-004 <i>Final Land Development Code Amendment - C-2 Storage</i> | Consider an Amendment to Section 125-337 of the City's Land Development Code with Regard to Storage Facilities. |
| Item No. 16 - Ordinance No. 2025-005 <i>Final Land Development Code Amendment - M-1 Storage</i> | Consider an Amendment to Section 125-397 of the City's Land Development Code with Regard to Storage Facilities. |

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Item No. 17 - Ordinance No. 2025-006 *Final
Land Development Code Amendment - Time Limit
for Commencing Construction*

Consider an Amendment to Section 101-216 of the City's Land Development Code with Regard to Construction Projects.

Item No. 18 - Ordinance No. 2025-007 *Final
BTR*

Consider ordinance of repealing the Business Tax Receipts.

NEW BUSINESS

Item No. 19 - Resolution No. 2025-001R
*Lakes of Clermont Health and Rehabilitation
Center CUP*

Consider a request for a Conditional Use Permit to allow for a building addition.

Item No. 20 - Resolution No. 2025-002R
FY25 Budget Amendment #1

Consider amending the Fiscal Year 2025 Budget for expenses related to Hurricane Milton.

Item No. 21 - Resolution No. 2025-003R
FY25 Budget Amendment #2

Consider amending the Fiscal Year 2025 Budget for carryover projects from the previous fiscal year and additional department requests.

Item No. 22 - Mediated Settlement Agreement
Clermont West Phase 2

Consider a Mediated Settlement Agreement between the City and Clermont West Investors, LLC.

Item No. 23 - Resolution No. 2025-006R
Clermont West Phase 2 CUP

Consider a Conditional Use Permit for two hotels and residential self-storage with special conditions.

Item No. 24 - City Attorney Qualification Results

Consider Options of the City Attorney Qualification Results.

Item No. 25 - Ordinance No. 2025-008 *Intro
Urban Backyard Chicken Regulations*

Consider ordinance introduction of city code change to allow backyard chickens.

Item No. 26 - Ordinance No. 2025-009 *Intro
Golf Cart Regulations*

Consider ordinance introduction of City code change to allow golf carts within specific areas.

ADJOURN

Public Notice

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

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

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

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

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

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

City of Clermont
MINUTES
CITY COUNCIL SPECIAL MEETING
December 17, 2024

CALL TO ORDER

The City Council met in a special meeting on Tuesday, December 17, 2024 in the Clermont City Council Chambers. Mayor Murry called the Special Meeting to order at 6:30 pm with the following Council Members present: Council Members Strange, Howard, Myers and Petersen.

Other City officials present were Interim City Manager Van Wagner, Interim City Attorney Waugh and City Clerk Howe.

AGENDA ITEMS

Item No. 1 – Interim City Manager Contract

Interim City Attorney Waugh reviewed the details of the draft contract Council was presented for Interim City Manager Van Wagner.

Discussion ensued regarding the pay schedule and Interim City Manager Van Wagner's relationship with Family Christian Center Church.

Council Members talked about Interim City Manager Van Wagner taking a leave of absence from the Church and if there is a conflict with him holding both positions. Interim City Attorney Waugh stated that there would be a conflict on a permanent basis, with this being interim there is no conflict.

Council discussed the term in the contract which is indefinite. Mayor Murry stated that the motion at the previous meeting approved Mr. Van Wagner as the Interim City Manager for 90 days. The way the language in the contract reads is that there is no sunset date so if this contract is approved then the term would be indefinite. The consensus was to have the term of 90 days with the option of renewing in 90 day increments.

Interim City Attorney Waugh stated per the agreement the contract can be terminated by Interim City Manager Van Wagner by providing a fifteen-day written notice. Interim City Manager Van Wagner would be an employee of the City and be compensated \$16,000.00 per month for all services.

Council discussed the section regarding Interim City Manager Van Wagner using his personal vehicle for City business and would like the City to be listed as additional insured. The City will provide a cell phone, laptop and desk top for his use.

Discussion ensued on time off, accruing sick/vacation leave and general provisions which included following the public records law.

Mayor Murry opened the public hearing.

Matt Modica, 2005 US Hwy 27 – spoke in opposition of appointing Mr. Van Wagner as Interim City Manager.

Joe Fumasi, 2693 Jumping Jack Way – spoke in support of Mr. Van Wagner as Interim City Manager.

Paula Hoisington, 564 E. Desoto Street – spoke in opposition of appointing Mr. Van Wagner as Interim City Manager.

Samii Yakovetik, Hartwood Reserve – spoke in support of Mr. Van Wagner as Interim City Manager.

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Vincent Niemiec, Regency Hills – spoke in support of Mr. Van Wagner as Interim City Manager.

John Tidona, 3611 Briar Run Drive – spoke in support of Mr. Van Wagner as Interim City Manager.

Larry Oskin– 3500 Windansea Court – spoke in opposition of appointing Mr. Van Wagner as Interim City Manager.

Sharon Keys, 644 W. Osceola Street – spoke about the conflict of interest.

John Remson, 618 Kensington Drive – spoke in support of Mr. Van Wagner as Interim City Manager.

Otis Taylor, 3686 Caladesi Road – spoke in opposition of appointing Mr. Van Wagner as Interim City Manager.

Rebecca Van Wagner, 4228 Fawn Meadows – spoke in support of Mr. Van Wagner as Interim City Manager.

Mayor Murry closed the public hearing.

Council Member Howard stated his support for Interim City Manager Van Wagner and feels he is invested in the City and believes this is a good fit until a City Manager can be hired.

Council Member Strange and Council Member Petersen expressed their support.

Council Member Strange moved to adopt the contract subject to the following changes: Section 2A, 90 days with an auto renewal for another 90-day period unless terminated per paragraph 2B, Section 3B will be revised that Mr. Van Wagner will be paid bi-weekly at such times determined by the City, Section 3C will read that Mr. Van Wagner shall maintain his own automobile insurance and add the City of Clermont as an additional insured on the policy and shall indemnify and hold the City harmless for any damages arising out of or related to any accident involving his personal vehicle; seconded by Council Member Howard.

Interim City Manager Van Wagner expressed his commitment to the City and stated that he is here to serve the community.

Mayor Murry expressed his opposition to appointing Mr. Van Wagner as Interim City Manager.

Council Member Myers stated that Council needs to move forward and conduct the business of the City.

Passed 4-1 with Mayor Murry opposing.

Item No. 2 – Interim City Attorney Contract

Interim City Attorney Waugh stated that the contract is a copy of the previous City Attorney contract with the same terms. The contract would be retroactive to December 11, 2024. His office will be an independent contractor and will work with the previous City Attorney on the transition.

Council Member Howard moved to accept the Interim City Attorney contract; seconded by Council Member Strange.

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

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Council discussed the pay within the contract.

Passed unanimously 5-0 with all members present voicing aye.

Item No. 3 – Discuss RFQ requirements for City Attorney and City Manager

Interim City Attorney Waugh informed Council that they have to determine what they are looking for in a City Manager and City Attorney.

Council Member Howard stated that he would like to hire a headhunter to find a City Manager. He would like someone who is successful with demonstrable skills, there needs to be a wide net that a firm could cast to find applicants. He spoke about the process that Lake County Schools went through when they hired the Superintendent. The process should be concise but not rushed.

Mayor Murry informed Council of the process previous Council went through when they hired the previous City Manager.

Procurement Director Suarez reviewed the processes of requests for proposals, requests for qualifications and having Human Recourses post a position.

Discussion ensued on which process Council would like to move forward with. Council Member Howard expressed his desire to hire a firm for the City Manager and post a Request for Qualification for a City Attorney.

Council Member Strange would like to post the City Manager position while they do a request for qualifications for a firm to find a City manager.

Discussion was had regarding the process and the length of time it can take to hire a City Manager.

Procurement Director Suarez stated that he will draft a request for qualifications for a firm to search for a City Manager and bring it back to Council.

Council Member Howard stated that the request for qualifications for a City Attorney can move forward quickly.

Mayor Murry opened the public hearing.

Paula Hoisington, 564 E. Desoto Street – strongly encouraged the process of going through a head hunter.

Samii Yakovetik, Hartwood Reserve – get the most qualified person to fill this position.

Rebecca Van Wagner, 4228 Fawn Meadows – spoke about resources to find City Managers actively looking for positions.

Mayor Murry closed the public hearing.

Council Member Petersen and Council Member Myers were both in favor of hiring a headhunter to find a City Manager.

Council Member Howard moved to approve the request for qualifications process for recruitment of a City Manager; seconded by Council Member Myers.

Discussion ensued on firms that provide the service of finding a City Manager.

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Passed unanimously 5-0 with all members present voicing aye.

Council Member Howard stated that the Council could hire a City Attorney without using a headhunter.

Council Member Howard moved to place a request for qualifications for a City Attorney; seconded by Council Member Myers.

Council discussed putting standards on the request for qualifications.

Council Member Howard amended his motion to place a request for qualifications for a City Attorney that is Board Certified in Real Estate and a minimum of ten years in municipal Florida government law; seconded by Council Member Myers. Passed unanimously 5-0 with all members present voicing aye.

Item No. 4 – Outside Agency Board Appointments

Interim City Manager Van Wagner informed Council that Council Member Petersen rescinded his appointment to Clermont Main Street. Council also did not appoint a liaison to the South Lake Chamber of Commerce, which Council Member Petersen showed interest.

Council Member Howard moved to appoint Council Member Petersen as the liaison to the South Lake Chamber of Commerce; seconded by Council Member Strange. Passed unanimously 5-0 with all members present voicing aye.

Clermont Main Street is appointed by the City Manager.

Patrick Bianchi, Clermont Main Street, explained that the bylaws state the City Manager appoints the ex-officio, non-voting member. The meetings are held on Wednesdays at 8:30am at the City Center.

Council Member Howard expressed his interest.

Interim City Manager Van Wagner appointed Council Member Howard to Clermont Main Street.

ADJOURN: With no further comments, this meeting adjourned at 9:05pm.

APPROVED:

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

City of Clermont
MINUTES
CITY COUNCIL WORKSHOP
December 17, 2024

CALL TO ORDER

The City Council met in a workshop session on Tuesday, December 17, 2024 in the Clermont City Council Chambers. Mayor Murry called the workshop to order at 3:15 pm with the following Council Members present: Council Members Howard, Strange, Myers and Petersen.

Other City officials present were Interim City Manager Van Wagner, Interim City Attorney Waugh, and City Clerk Howe.

AGENDA ITEMS

1. Guiding Principles and Comprehensive Plan

Council Member Strange stated she requested this discussion to receive an overview of the Comprehensive Plan, the current policies in place and where we are in the process with the consultant.

Development Services Director Henschel stated that the Comprehensive Plan is a long-term planning tool that defines the visions of the community. The process sets the goals, objectives and strategies for the next twenty years.

The East Central Regional Planning Council is working with the City on the Comprehensive Plan. The process started in late 2023 and are close to halfway through the process. There have been two workshops and a survey presented to the community to get a consensus on what they would like to see moving forward. The raw results from the survey came in and started to work on the goals and policies prior to being placed on hold.

Development Services Director Henschel provided Council with the Comprehensive Plan visioning survey and reviewed the results.

The Council discussed traffic and Interim City Manager Van Wagner stated that he is working with the County on synchronizing the traffic lights that were broken, construction on Hartwood Marsh and contacting CFX to perform a traffic study on State Road 50 with the possibility to add an expressway on State Road 50 from 455 to the Turnpike.

Discussion ensued regarding what is driving the traffic in the area. Driving out of the area to work as well as parents driving their children to school were discussed along with possible ways to decrease traffic throughout the City.

Options on different ways to relieve traffic around schools within the area were discussed. Topics included smaller neighborhood schools that were walkable, having pathways for children to use to bike or walk and utilizing school buses.

Council spoke about the kind of community they want Clermont to be, a community with expanded highways or a community with a small town feel.

Council Member Strange stated that the City needs to hire the right people who have experience with traffic, parking and design to help move the City in the direction the community would like.

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Discussion ensued on upcoming communities within the County, surrounding Cities and Wellness Way that will impact Clermont's traffic.

The growth in Wellness Way was talked about and Council Member Howard suggested asking legislators to make Wellness Way its own town. De-annexing Wellness Way will remove the city from any issues and give the residents that live there the power of their community.

Council Member Strange asked for insight on setting requirements for developments as well as outside agencies within the Comprehensive Plan.

Interim City Attorney Waugh stated that the Comprehensive Plan sets the stage and then zoning, site plan and then permits. It can have policies, objectives and goals regarding things such as education.

Council Member Howard spoke about the Joint Planning Area agreement with Lake County. The city needs to have a data driven conversation with the County regarding annexations and which parcels are smart for the City to annex.

Council Member Howard stated that he spoke with State Representative Taylor Yarkosky about Wellness Way getting their own entity. There is time at the upcoming delegation meeting to speak about de-annexing and he would like to get a consensus from Council if that is something Council would like to move forward with.

Council Member Myers spoke in support of de-annexing. Mayor Murry feels that there needs to be a conversation with the residents in that area.

Interim City Attorney Waugh cautioned Council that this issue was not noticed on the agenda and to bring the discussion back to the Comprehensive Plan.

Council discussed golf cart lanes and the desire to have a walkable city and if that is something the community wants.

Mayor Murry opened public comments.

Valerie Schuett, 931 W. Montrose Street – would like to see the City invest in itself and reverse course to create the city we want to live in.

Samii Yakovetik, Hartwood Reserve – expressed concern regarding what was promised with Wellness Way.

Jenny May, 4062 Greystone Drive - start talking about the future; not the past. Require developers to save trees or pay into a tree fund.

Jimmy Crawford, 702 W. Montrose Street – we have limited ability to implement certain concepts but we can still move forward toward it.

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Bret Jones, 700 Almond Street – spoke about school concurrency, and the elements of the comprehensive plan. Local government can set guidelines. Make sure you are not restricting rights that take away the ability to utilize the property.

Interim City Attorney Waugh stated that property rights have to be considered in a Comprehensive Plan.

Vincent Niemiec, Regency Hills – expressed concern regarding traffic and the need for sidewalks.

Mayor Murry closed public comments.

Council discussed their views on the future of the City, such as the look and defining areas for certain uses. Looking at attracting sustainable businesses for the community.

Council was presented with the idea of doing a request for qualifications to find another firm to assist with the Comprehensive Plan.

Council consensus to move forward with Request for Qualifications and keep the East Central Regional Planning Council on hold.

Development Services Director informed Council that the East Central Regional Planning Council have completed two out of three and a half tasks for the Comprehensive Plan and have spent \$150,000 on the project so far.

Discussion ensued on the Request for Qualification process and the timeframe it takes. Consensus from Council was to move forward with the process in place.

Interim City Manager Van Wagner asked Council if they are in agreement on sending a letter to CFX. The consensus was to send the letter.

Interim City Manager Van Wagner also inquired about the direction Council would like to go on current construction projects. Councils consensus was to pause all capital projects.

ADJOURN: With no further comments, this workshop adjourned at 5:59 pm.

APPROVED:

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

**AGENDA ITEM**

Meeting Date																																											
Tuesday, January 28, 2025																																											
Agenda Item Name																																											
Surplus Request																																											
Requested Action																																											
The Procurement Services Department requests approval to declare end-of-life inventory as surplus from Finance, Fire, Building Services, Police, Parks and Recreation, and Public Services Department and provide disposal per the Procurement Policy.																																											
Staff Report																																											
The Procurement Services Department, on behalf of the Finance, Fire, Building Services, Police, Parks and Recreation, and Public Services Department, recommends approval of the above action. The following inventory has reached their end-of-life service, and approval to surplus these items is requested. <u>Finance Department</u> <table><thead><tr><th>Qty.</th><th>Property Description</th></tr></thead><tbody><tr><td>(2)</td><td>Filing Cabinets</td></tr></tbody></table> <u>Fire Department</u> <table><thead><tr><th>Qty.</th><th>Property Description</th></tr></thead><tbody><tr><td>(10)</td><td>Broken Recliner Chairs</td></tr></tbody></table> <u>Building Services Department</u> <table><thead><tr><th>Qty.</th><th>Property Description</th></tr></thead><tbody><tr><td>(1)</td><td>Metal Based Rectangle Office Table</td></tr></tbody></table> <u>Department</u> <table><thead><tr><th>Qty.</th><th>Property Description</th></tr></thead><tbody><tr><td>(1)</td><td>Total Loss 2023 Ford Explorer Police Vehicle #2321 - 5,233 miles</td></tr></tbody></table> <u>Parks and Recreation Department</u> <table><thead><tr><th>Qty.</th><th>Property Description</th></tr></thead><tbody><tr><td>(2)</td><td>Two Coffee Bars</td></tr><tr><td>(1)</td><td>Old Manitowoc Ice Machine</td></tr></tbody></table> <u>Public Services Department</u> <table><thead><tr><th>Qty.</th><th>Property Description</th></tr></thead><tbody><tr><td>(400)</td><td>Broken/Damaged Trash and Recycling Carts</td></tr><tr><td>(2)</td><td>Stolen Stihl 193T Chainsaw 14'</td></tr><tr><td>(2)</td><td>Stolen Stihl HK90L Edger</td></tr><tr><td>(3)</td><td>Stolen Stihl HT Pole Saw</td></tr><tr><td>(1)</td><td>Stolen Kubota ATV Side by Side</td></tr><tr><td>(2)</td><td>Stolen Stihl Weed Eater</td></tr><tr><td>(1)</td><td>Stolen Stihl Trimmer</td></tr><tr><td>(3)</td><td>Stolen Stihl Chainsaw</td></tr><tr><td>(2)</td><td>Stolen Stihl Hedge Trimmer</td></tr></tbody></table>		Qty.	Property Description	(2)	Filing Cabinets	Qty.	Property Description	(10)	Broken Recliner Chairs	Qty.	Property Description	(1)	Metal Based Rectangle Office Table	Qty.	Property Description	(1)	Total Loss 2023 Ford Explorer Police Vehicle #2321 - 5,233 miles	Qty.	Property Description	(2)	Two Coffee Bars	(1)	Old Manitowoc Ice Machine	Qty.	Property Description	(400)	Broken/Damaged Trash and Recycling Carts	(2)	Stolen Stihl 193T Chainsaw 14'	(2)	Stolen Stihl HK90L Edger	(3)	Stolen Stihl HT Pole Saw	(1)	Stolen Kubota ATV Side by Side	(2)	Stolen Stihl Weed Eater	(1)	Stolen Stihl Trimmer	(3)	Stolen Stihl Chainsaw	(2)	Stolen Stihl Hedge Trimmer
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The salvageable surplus property will be listed on GovDeals.com, an electronic public auction website for government property. The non-salvageable property will be disposed of appropriately.

Additional Analysis

Fiscal Impact Summary

The surplus property anticipated value is \$2000.

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

- | | | |
|----|-------------------------------------|---|
| 1. | Public Services Disposal Forms | Public Services Disposal Forms.pdf |
| 2. | Police Disposal Form | Police Disposal Form.pdf |
| 3. | Finance Disposal Form | Finance Disposal Form.pdf |
| 4. | Fire Dept. Disposal Form | Fire Dept. Disposal Form.pdf |
| 5. | Parks and Recreation Disposal Forms | Parks and Recreation Disposal Forms.pdf |
| 6. | Building Services Disposal Form | Building Services Disposal Form.pdf |



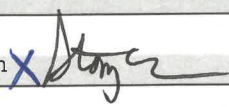
PROPERTY DISPOSAL FORM

Dept. / Division: ENV. SVCS./SANITATION Property Tag #: NONE
Contact Person: BRIAN CAMP Phone: 352-267-2558
Year / Make / Model: NONE Vehicle No. NONE
Miles / Hours: NONE Serial / VIN: NONE
Description of Property 400 BROKEN/DAMAGED TRASH & RECYCLING CARTS

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

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

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

Director Signature: Stoney Brunson 

Date: 12/05/2024

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____

Revised 4/12/2017



PROPERTY DISPOSAL FORM

Dept. / Division: PW / GROUNDS Property Tag #: 1335
Contact Person: Brian Howell Phone: 352-394-7177
Year / Make / Model: Stihl 193T Chainsaw 14" Vehicle No. N/A
Miles / Hours: N/A Serial / VIN: _____
Description of Property Stihl 193T Chainsaw 14"

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

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

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

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

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

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

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

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

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

☐ **OTHER:** _____

Director Signature: _____

Date: _____

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Procurement Director: _____

Date: _____

Munis Asset Number: _____

Revised 5/2/2023



PROPERTY DISPOSAL FORM

Dept. / Division: PW / GROUND Property Tag #: N/A
Contact Person: Brian Howell Phone: 352-394-7177
Year / Make / Model: Stihl 193T Chainsaw 14" Vehicle No. N/A
Miles / Hours: N/A Serial / VIN: N/A
Description of Property Stihl 193T Chainsaw 14"

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

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

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☒ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
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☐ **OTHER:** _____

Director Signature: _____ Date: _____

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Date Approved by City Council: _____ Agenda Item: _____

Method of Disposal: _____ Date Disposed: _____

Procurement Director: _____ Date: _____

Munis Asset Number: _____

Revised 5/2/2023



PROPERTY DISPOSAL FORM

Dept. / Division: PW / GROUND Property Tag #: 1213
Contact Person: Brian Howell Phone: 352-394-7177
Year / Make / Model: Stihl HL90K Edger Vehicle No. N/A
Miles / Hours: N/A Serial / VIN: N/A
Description of Property Stihl HK90K Edger

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

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

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

Director Signature: _____ Date: _____

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

Date Approved by City Council: _____ Agenda Item: _____

Method of Disposal: _____ Date Disposed: _____

Procurement Director: _____ Date: _____

Munis Asset Number: _____

Revised 5/2/2023



PROPERTY DISPOSAL FORM

Dept. / Division: PW / GROUND Property Tag #: 1327
Contact Person: Brian Howell Phone: 352-394-7177
Year / Make / Model: Stihl HL90L Edger Vehicle No. N/A
Miles / Hours: N/A Serial / VIN: N/A
Description of Property Stihl HL90K Edger

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

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

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☒ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
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☐ **OTHER:** _____

Director Signature: _____ Date: _____

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

Date Approved by City Council: _____ Agenda Item: _____

Method of Disposal: _____ Date Disposed: _____

Procurement Director: _____ Date: _____

Munis Asset Number: _____



PROPERTY DISPOSAL FORM

Dept. / Division: PW / GROUND Property Tag #: 1242
Contact Person: Brian Howell Phone: 352-394-7177
Year / Make / Model: Stihl HT 130 pole saw Vehicle No. N/A
Miles / Hours: N/A Serial / VIN: N/A
Description of Property Stihl HT 130 Pole Saw

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

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

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☒ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
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- ☐ **OTHER:** _____

Director Signature: _____

Date: _____

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Procurement Director: _____

Date: _____

Munis Asset Number: _____

Revised 5/2/2023



PROPERTY DISPOSAL FORM

Dept. / Division: PW / GROUND Property Tag #: 1364
Contact Person: Brian Howell Phone: 352-394-7177
Year / Make / Model: Stihl HT 136 pole saw Vehicle No. N/A
Miles / Hours: N/A Serial / VIN: 513835721
Description of Property Stihl HT 136 Pole Saw

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

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

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☒ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
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☐ **OTHER:** _____

Director Signature: _____ Date: _____

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

Date Approved by City Council: _____ Agenda Item: _____

Method of Disposal: _____ Date Disposed: _____

Procurement Director: _____ Date: _____

Munis Asset Number: _____



PROPERTY DISPOSAL FORM

Dept. / Division: PW / GROUND Property Tag #: N/A
Contact Person: Brian Howell Phone: 352-394-7177
Year / Make / Model: Stihl HT130 polesaw Vehicle No. N/A
Miles / Hours: N/A Serial / VIN: 590676703
Description of Property Stihl HT130 Polesaw

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

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

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

Director Signature: _____ Date: _____

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

Date Approved by City Council: _____ Agenda Item: _____

Method of Disposal: _____ Date Disposed: _____

Procurement Director: _____ Date: _____

Munis Asset Number: _____

Revised 5/2/2023



PROPERTY DISPOSAL FORM

Dept. / Division: PW / GROUND Property Tag #: 12182
Contact Person: Brian Howell Phone: 352-394-7177
Year / Make / Model: Kubota ATV Vehicle No. 4441
Miles / Hours: N/A Serial / VIN: a5kb2fdbckg056992
Description of Property Kubota ATV side by side

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

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

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

Director Signature: _____

Date: _____

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Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Procurement Director: _____

Date: _____

Munis Asset Number: _____

Revised 5/2/2023



PROPERTY DISPOSAL FORM

Dept. / Division: PW / GROUND

Property Tag #: N/A

Contact Person: Brian Howell

Phone: 352-394-7177

Year / Make / Model: Stihl FS91R Weedeater

Vehicle No. N/A

Miles / Hours: N/A

Serial / VIN: 52503420

Description of Property Stihl FS91R Weedeater

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

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

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

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☐ **OTHER:** _____

Director Signature: _____

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Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Procurement Director: _____

Date: _____

Munis Asset Number: _____

Revised 5/2/2023



PROPERTY DISPOSAL FORM

Dept. / Division: PW / GROUND Property Tag #: 1442
Contact Person: Brian Howell Phone: 352-394-7177
Year / Make / Model: Stihl HL94K Weedeater Vehicle No. N/A
Miles / Hours: N/A Serial / VIN: 524943606
Description of Property Stihl HL94K Weedeater

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

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

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

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Director Signature: _____

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Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Procurement Director: _____

Date: _____

Munis Asset Number: _____

Revised 5/2/2023



PROPERTY DISPOSAL FORM

Dept. / Division: PW / GROUNDS Property Tag #: 1358
Contact Person: Brian Howell Phone: 352-394-7177
Year / Make / Model: Stihl FS94R Trimmer Vehicle No. N/A
Miles / Hours: N/A Serial / VIN: 513835721
Description of Property Stihl FS94R Trimmer

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

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

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

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Date Approved by City Council: _____ Agenda Item: _____

Method of Disposal: _____ Date Disposed: _____

Procurement Director: _____ Date: _____

Munis Asset Number: _____

Revised 5/2/2023



PROPERTY DISPOSAL FORM

Dept. / Division: PW / GROUND Property Tag #: N/A
Contact Person: Brian Howell Phone: 352-394-7177
Year / Make / Model: Stihl MS260 Chainsaw 20" Vehicle No. N/A
Miles / Hours: N/A Serial / VIN: 256801589
Description of Property Stihl MS260 Chainsaw 20"

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

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

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

Director Signature: _____ Date: _____

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Date Approved by City Council: _____ Agenda Item: _____

Method of Disposal: _____ Date Disposed: _____

Procurement Director: _____ Date: _____

Munis Asset Number: _____

Revised 5/2/2023



PROPERTY DISPOSAL FORM

Dept. / Division: PW / GROUND Property Tag #: N/A
Contact Person: Brian Howell Phone: 352-394-7177
Year / Make / Model: Stihl MS260 Chainsaw 20" Vehicle No. N/A
Miles / Hours: N/A Serial / VIN: 1127911003
Description of Property Stihl MS260 Chainsaw 20"

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

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

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

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Date Approved by City Council: _____ Agenda Item: _____

Method of Disposal: _____ Date Disposed: _____

Procurement Director: _____ Date: _____

Munis Asset Number: _____



PROPERTY DISPOSAL FORM

Dept. / Division: PW / GROUND Property Tag #: 1439
Contact Person: Brian Howell Phone: 352-394-7177
Year / Make / Model: Stihl MS261 Chainsaw 20" Vehicle No. N/A
Miles / Hours: N/A Serial / VIN: 528706135
Description of Property Stihl MS261 Chainsaw 20"

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

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

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

Director Signature: _____ Date: _____

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Date Approved by City Council: _____ Agenda Item: _____

Method of Disposal: _____ Date Disposed: _____

Procurement Director: _____ Date: _____

Munis Asset Number: _____

Revised 5/2/2023



PROPERTY DISPOSAL FORM

Dept. / Division: PW / GROUNDS Property Tag #: 1354
Contact Person: Brian Howell Phone: 352-394-7177
Year / Make / Model: Stihl S91R Hedge Trimmer Vehicle No. N/A
Miles / Hours: N/A Serial / VIN: 511483955
Description of Property Stihl S91R Hedge Trimmer

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

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

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

Director Signature: _____ Date: _____

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

Date Approved by City Council: _____ Agenda Item: _____

Method of Disposal: _____ Date Disposed: _____

Procurement Director: _____ Date: _____

Munis Asset Number: _____



PROPERTY DISPOSAL FORM

Dept. / Division: PW / GROUND Property Tag #: N/A
Contact Person: Brian Howell Phone: 352-394-7177
Year / Make / Model: Stihl FS94R Hedge Trimmer Vehicle No. N/A
Miles / Hours: N/A Serial / VIN: 29927640
Description of Property Stihl S94R Hedge Trimmer

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

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

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☐ **OTHER:** _____

Director Signature: _____ Date: _____

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

Date Approved by City Council: _____ Agenda Item: _____

Method of Disposal: _____ Date Disposed: _____

Procurement Director: _____ Date: _____

Munis Asset Number: _____

Revised 5/2/2023



CHARLES BROADWAY
Police Chief



Sworn Statement

CASE # _____ DATE _____ TIME _____ PAGE _____ OF _____
NAME: Michael Bates DATE OF BIRTH: 7-20-62
ADDRESS: 13801 Old Hwy 50 Minneola Florida 34715
PHONE (HOME/WORK): 407 493 6062
PHONE (CELL): 352 242 3021
LICENSE/ID STATE: FL NUMBER: D370 559 67 2600

left shop yesterday with my supervisor Wes at 2:30pm. locked shop both doors all gates to the park. Showed up this morning Dec 3 doors unlocked all equipment gone. 2:30
Kubota - Red 4x4 Rack tiller bed - \$15,000
Chain Saws 3-20inch 2-12inch 20inch Stihl - 3 @ \$800.00 Each
Two extendable chainsaws - pole saws Stihl - 2 @ \$600.00 Each
One pole saw Stihl Good
Three weed wackers Stihl - 3 @ \$500.00 Each
Two edger Stihl - 2 @ \$500.00
Two hedge trimmers Stihl - 2 @ \$400.00 Each
One bladed weed wacker - \$500.00
Four 5 gallon Gas cans Red - 5 @ \$60.00 Each
One yellow 5 gallon Diesel can \$60.00
Kubota Serial # A5KB2FD BCK G056992
Equipment # 4441
City I.D. # 12182

The Kubota Side by Side had a unique Rack in the bed of equipment that was round. we had three bars on passenger side that were broken. the Rack was black.

I provide the above statement of my own free will, without fear, threats, or promises of any kind and knowing that the same may be used in court against me, and false statements are punishable by law. I DO W3 (or) DO NOT _____ wish to prosecute in this matter.

(NOTE: Final decision to prosecute will be made by the State Attorney's Office)

I have read the above statement consisting of _____ pages and I attest it is therefore true and accurate.

Signed: Michael Bates

Witness (Optional): _____

OFFICIAL USE ONLY

DATE SWORN TO: _____

OFFICER/NOTARY: _____



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: 12802
Contact Person: Lt. Nick Bloom Phone: 352-536-8442
Year / Make / Model: 2023/Ford/Explorer Vehicle No. 2321
Miles / Hours: 5,233 Serial / VIN: 1FMSK7DH0PGA02971
Description of Property Ford Explorer Police Vehicle. Total Loss From Crash.

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

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

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

Director Signature: [Signature] Date: 12-10-24

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

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

Revised 5/2/2023



Appraisers of Central Florida
 PO Box 1599
 Belleview, FL 34421
 Phone (407) 757-2376
 Fax (407) 720-4482
 Email AOCF18@outlook.com

APPRAISAL REPORT - FILE # 3471379				
COMPANY		VEHICLE OWNER		
Company	Florida League of Cities	Name	City of Clermont	
Adjuster	Jazmine Harrell	Address		
Claim Number	VA2024281036	City		
Policy Number		State		
Deductible	0	Zip		
Insured Name	City of Clermont	Mobile Phone		
Date of Loss	October 2, 2024	Home Phone		
Date Contacted	November 15, 2024	Work Number		
Date Inspected	November 18, 2024	Email		
Loss Type	Collision			
Claim For	Insured			
Assignment Type	Total_loss			
Appraiser	Melanie Maguire			
VEHICLE INFO		VEHICLE LOCATION		
Year	2023	Location	Repair Shop	
Make	Ford	Location Name	Rachels Body Shop	
Model	Explorer	Address	917 Oakland ave	
VIN	1FMSK7DH0PGA02971	City	Oakland	
License Plate	30BUAU	State	FL	
Color	Carbonized Gray	Zip	34760	
Mileage	5233	Phone	(407) 905-2885	
Driveable	No	Fax		
TIRE INFORMATION				
	Tire Make	Size	Tread Depth	
Left Front				
Right Front				
Left Rear				
Right Rear				
TOWING & SALVAGE		TOTAL LOSS		
Towing Charges	\$ 0.00	Total Loss	Yes	
Lien Fee	\$ 0.00	Driveable	No	
Admin Fee	\$ 0.00	Total Loss Valuation	CCC Valuescope	
Other Charges	\$ 0.00	Request #	122463512	
Storage Fee (per day)	\$ 0.00	Valuation Amount / TL %	\$35911.08 / 81.01%	
Storage Since		NADA Value / TL %	\$0.00 /	
ESTIMATE		SALVAGE BIDS		
Appraisal Amount	\$ 29090.44	Salvage Yard / Contact	Phone	Amount
UPD Amount	\$ 0.00	/		0.00
Betterment Amount	\$ 0.00	/		0.00
Deductible	\$ 0	/		0.00
Net Total	\$ 29,090.44			
Agreed Price				

Agreed By		REPAIR SHOP INFO	
Days to Repair		Location Name	RACHEL'S COLLISION CENTER
Estimate Released	No	Address	917A WEST OAKLAND AVE P O BOX 1237
Supplement #1	0.00	City State Zip	OAKLAND FL 34760
Supplement #2	0.00	Phone	(407) 905-2885
Supplement #3	0.00	Fax	
Supplement #4	0.00	Email	
Supplement #5	0.00	TIN	

Appraiser Comments
Inspected vehicle at shop. The airbags deployed. There is collision damage to the right doors, rocker panel, center pillar, headliner, right quarter panel, rear bumper cover, right rear wheel and frame. We have attached pictures. UPD curb damage right front wheel. Possible additional damage after repairs are started. This unit is a total loss.



REPORT SUMMARY



CLAIM INFORMATION

Owner	City Of Clermont, Unknown 917 Oakland Ave Oakland, FL 34760
Loss Vehicle	2023 Ford Explorer XLT RWD
Loss Incident Date	10/02/2024
Claim Reported	11/20/2024



INSURANCE INFORMATION

Report Reference Number	122463512
Claim Reference	VA2024281036
Adjuster	Aocf, User
Appraiser	Fox, Alicia
Odometer	5,233
Last Updated	11/20/2024 07:09 AM



VALUATION SUMMARY

Base Vehicle Value	\$ 30,054.00
Condition Adjustment	+ \$ 1,914.00
Adjusted Vehicle Value	\$ 31,968.00
Police Equipment	+ \$ 3,943.08
Tax reflects applicable state, county and municipal taxes.	

Total	\$ 35,911.08
--------------	---------------------

The total may not represent the total of the settlement as other factors (e.g. license and fees) may need to be taken into account.

The CCC ONE® Market Valuation Report reflects CCC Intelligent Solutions Inc.'s opinion as to the value of the loss vehicle, based on information provided to CCC by APPRAISERS OF CENTRAL FLORIDA LLC.

Loss vehicle has 79% fewer than average mileage of 25,400.

BASE VEHICLE VALUE

This is derived per our Valuation methodology described on the next page.

ADJUSTED VEHICLE VALUE

This is determined by adjusting the Base Vehicle Value to account for the actual condition of the loss vehicle and certain other reported attributes, if any, such as refurbishments and after factory equipment.

Inside the Report

Valuation Methodology.....	2
Vehicle Information.....	3
Vehicle Condition.....	6
Comparable Vehicles.....	7
Valuation Notes.....	14
Supplemental Information.....	15



PROPERTY DISPOSAL FORM

Dept. / Division: FINANCE Property Tag #: _____
Contact Person: Dana Wiseman Phone: 352-241-7322
Year / Make / Model: _____ Vehicle No. _____
Miles / Hours: _____ Serial / VIN: _____
Description of Property One Small Black Filing Cabinet, One Tall Tan Filing Cabinet

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

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

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

Director Signature: 

Date: 1/9/2025

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Procurement Director: _____

Date: _____

Munis Asset Number: _____

Revised 5/2/2023



PROPERTY DISPOSAL FORM

Dept. / Division: FIRE/FIRE Property Tag #: N/A
Contact Person: Danny McKenzie Phone: 352-241-2180
Year / Make / Model: _____ Vehicle No. _____
Miles / Hours: 0 Serial / VIN: 0
Description of Property 10 Recliner Chairs

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

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

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

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

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

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

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

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

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

☐ **OTHER:** _____

Director Signature: 

Date: 12/20/24

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Procurement Director: _____

Date: _____

Munis Asset Number: _____

Revised 5/2/2023



PROPERTY DISPOSAL FORM

Dept. / Division: P&R/ARC Property Tag #: None
Contact Person: Suzanne O'Shea Phone: 352 708-5998
Year / Make / Model: Manitowoc/QD0452A Vehicle No. _____
Miles / Hours: _____ Serial / VIN: 040564759
Description of Property Manitowoc Ice machine in commercial kitchen at ARC

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

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

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

Director Signature: _____

Date: 1/8/25

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Procurement Director: _____

Date: _____

Munis Asset Number: _____

Revised 5/2/2023



PROPERTY DISPOSAL FORM

Dept. / Division: P&R/ARC Property Tag #: None
Contact Person: Suzanne O'Shea Phone: 352 708-5998
Year / Make / Model: Unknown Vehicle No. N/A
Miles / Hours: N/A Serial / VIN: None
Description of Property Two coffee bars

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

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

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

Director Signature: [Signature] Date: 11/8/25

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

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

Revised 5/2/2023



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 28, 2025		
Agenda Item Name		
Sidewalk Easement Agreement		
Requested Action		
Staff Report		
This is a construction and access easement to be dedicated to the City of Clermont for the construction and maintenance of a new public sidewalk. This sidewalk will connect the city's parking lot to business fronting Montrose Street.		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Sidewalk Easement	Sidewalk Easement DRAFT.docx	

SIDEWALK EASEMENT AGREEMENT

THIS SIDEWALK EASEMENT AGREEMENT (“Easement Agreement”) made and entered into this 28 day of January, 2025, between Nexbiz, LLC, a Florida limited liability company (“Grantor”) and the CITY OF CLERMONT, FLORIDA, a municipal corporation (“Grantee”). Grantor and Grantee may be referred to as the “Parties.”

WHEREAS:

- Grantor is the owner of certain real property located at 705 West Minneola Street, Clermont, FL 34711, as more particularly described in Exhibit A (the “Property”) and as such has the power to grant Grantee a perpetual easement across any portion of the Property for installation and maintenance of a sidewalk;
- Grantor desires providing such an easement to Grantee;
- Grantee desires receiving such an easement; and
- Grantor and Grantee desire memorializing the terms of such easement in this Easement Agreement.

NOW, THEREFORE, in consideration of the matters set forth above (which are hereby incorporated herein by reference), the mutual promises and covenants described herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals.** All of the recitals above stated are true and are reiterated and incorporated into the body of this Easement Agreement.

2. **Easement.**

2.1. Area. Grantor hereby grants Grantee a permanent easement to enter upon that portion of Grantor’s Property as described in Exhibit B (“Easement Area”) for the purposes described in Section 2.2 (the “Easement”).

2.2. Purpose. The Easement is granted and conveyed for the purposes of construction and maintenance of a sidewalk in the Easement Area as well as ingress and egress upon the same by Grantee, its workers, machinery, and vehicles, and those described in Section 2.4. Grantee shall generally seek to access the Easement Area from Grantee’s own adjacent real property but may reasonable enter upon Grantor’s real property when necessary for construction, maintenance, ingress, and egress. Grantee has the right and authority to remove and dispose of dirt, rocks, vegetation, asphalt, concrete, and other miscellaneous items within the Easement Area.

2.3. Access. Grantee has the right to enter upon the Easement Area at reasonable times with the necessary equipment, personnel, and vehicles in order to exercise the rights granted

herein. Grantee's exercise of its rights may not unreasonably interfere with Grantor's use of Grantor's Property.

2.4. **Guests and Licensees.** Grantor understands and acknowledges that by virtue of granting the Easement described in this Section 2 that such Easement shall be available for ingress and egress not only to Grantee specifically, but to all members of the public at large, including but not limited to Grantee's guests and licensees, and that the Easement is granted in perpetuity.

3. Effective Date. All rights granted to Grantee through the Easement commence upon recording of this Easement Agreement in the Public Records of Lake County, Florida.

4. Restoration. Grantee will restore any portion of the Property outside the Easement Area to a safe and aesthetic condition as existed prior to the performance of any construction or work related to construction of the sidewalk in the Easement Area at no cost to Grantor. Any damage to Grantor's Property, or thereon, as caused by the Grantee in accessing the Easement Area, or in performing the maintenance located within the described Easement Area, will be restored by Grantee at its sole expense and cost to the condition in which it existed prior to the damage as may be reasonably practicable.

5. Assignment. Grantee may assign or transfer its rights and obligations as to the Easement.

6. Binding. The Easement, as described herein, is binding upon all heirs, successors, and assigns, and shall run with the land.

7. Amendment. Any modification to this Easement Agreement must be in writing and signed by the Parties or it shall have no effect and shall be void.

8. Copies and Counterpart. A legible fax or electronic copy of this Easement Agreement and any signatures thereon shall be considered for all purposes original and this Easement Agreement may be executed in counterpart.

9. Attorney Fees. In any litigation, including breach, enforcement, or interpretation of this Agreement, or any portion thereof, the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorneys' fees, costs, and expenses.

10. Mutuality of Negotiation. All Parties acknowledge that this Agreement is a result of negotiations between all Parties and the Easement Agreement shall not be construed in favor of, or against, either party as a result of that party having been more involved in the drafting of the Easement Agreement.

11. Antiwaiver. Any waiver of a breach or violation of any provision of this Easement Agreement must be made in writing by the Party not in breach or violation. Additionally, the waiver by either Party of a breach or violation of any provision of this Easement Agreement shall not constitute a waiver of any subsequent or other breach or violation.

12. JURY WAIVER. EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONTAINS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY, ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. **EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.**

13. Governing Law and Venue. This Agreement shall be governed in accordance with the laws of the State of Florida, with jurisdiction exclusive to the State courts located Lake County, Florida or Federal court located in Orange or Marion County, Florida.

14. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the specific subject matter hereof and supersedes all prior agreements or understandings of any kind with respect to the specific subject matter hereof.

REST OF PAGE IS INTENTIONALLY BLANK

SIGNATURES ON THE FOLLOWING PAGES

IN WITNESS WHEREOF, Grantor and Grantee have set hereto its hand and seal on the day and year above written.

"GRANTEE"
CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to Form and Legality:

Christian W. Waugh, Interim City Attorney

“GRANTOR”
NEXBIZ, LLC

Signed, Sealed and delivered in the
presence of the following witnesses:

Signature

Signature of Witness

Title

Printed Name of Witness

Signature of Witness

Printed Name of Witness

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared _____, as _____ of _____, who provided identification in the form of _____ or who is personally known to be the person described in and who executed the foregoing, and that he acknowledged before me that he executed the same.

Witness my hand and official seal this _____ day of _____, 200__.

Notary Public

EXHIBIT A

(Alt Key: 1614422)

CLERMONT PB 8 PG 17 LOTS 1, 3, 5, 7, 9, N 60 FT OF LOTS 2, 4, 6 BLK 80--LESS BEGIN AT THE NORTHEAST CORNER OF LOT 9 BLK 80, RUN SOUTH 89-22-15 EAST ALONG THE SOUTH RIGHT OF WAY LINE OF WEST MINNEOLA AVENUE 247.98 FEET TO THE NORTHEAST CORNER OF LOT 1, SOUTH 00-24-46 WEST ALONG THE WEST RIGHT OF WAY LINE OF SEVENTH STREET 148.34 FEET, THENCE RUN NORTH 89-16-23 WEST 151.05 FEET, SOUTH 00-00-00 EAST 1.85 FEET, NORTH 89-22-47 WEST 98.67 FEET TO THE SOUTHWEST CORNER OF SAID LOT 9 BLK 80, NORTH 01-04-10 EAST 149.98 FEET TO THE POINT OF BEGINNING--ORB 5433 PG 404

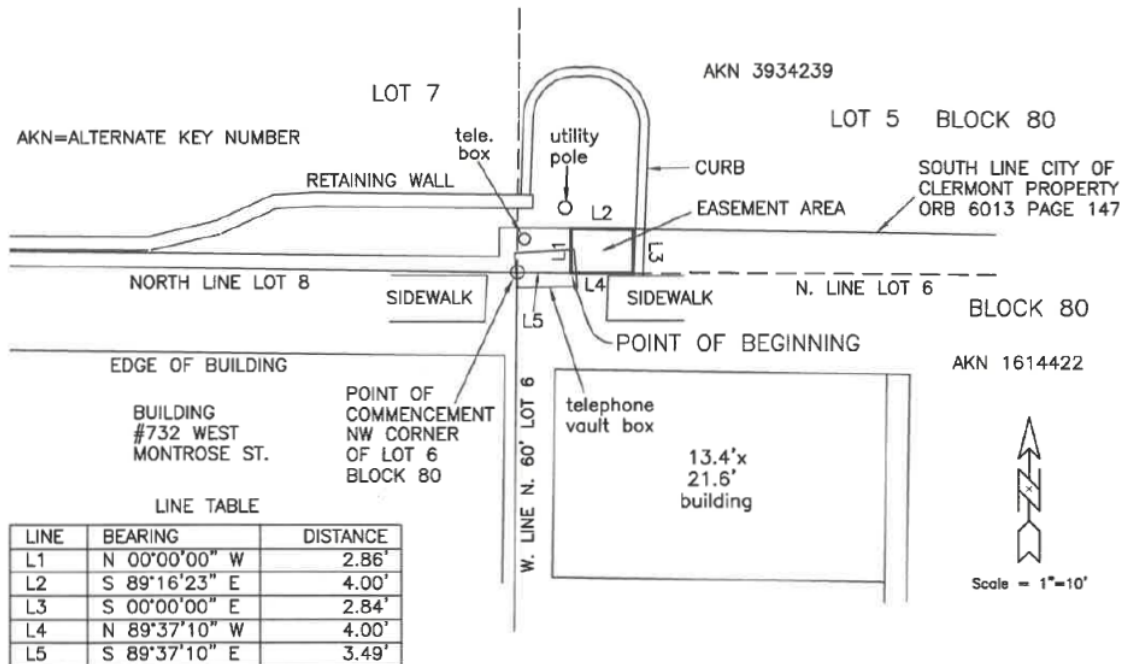


EXHIBIT B

MAP OF DESCRIPTION

DESCRIPTION—EASEMENT FOR SIDEWALK:

COMMENCE AT THE NORTHWEST CORNER OF LOT 6, BLOCK 80, OFFICIAL MAP OF THE CITY OF CLERMONT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 17, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN S 89°37'10" E ALONG THE NORTH LINE OF SAID LOT 6 FOR A DISTANCE OF 3.49 FEET TO THE POINT OF BEGINNING; THENCE RUN N 00°00'00" W FOR A DISTANCE OF 2.86 FEET TO THE SOUTH LINE OF THE CITY OF CLERMONT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 6013, PAGE 147, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN S 89°16'23" E ALONG SAID SOUTH LINE FOR A DISTANCE OF 4.00 FEET; THENCE LEAVING SAID SOUTH LINE RUN S 00°00'00" E FOR A DISTANCE OF 2.84 FEET TO THE AFORESAID NORTH LINE OF LOT 6; THENCE RUN N 89°37'10" W ALONG SAID NORTH LINE FOR A DISTANCE OF 4.00 FEET TO THE POINT OF BEGINNING.



THIS IS NOT A SURVEY

Prepared for: 13039.032

CITY OF CLERMONT

Rhoden Land Surveying, Inc.

LB #6980

420 E. Minnehaha Ave.

Clermont, FL 34711

352-394-6255

THIS DOCUMENT HAS BEEN ELECTRONICALLY SIGNED AND MAY BE VERIFIED BY SCANNING THE QR CODE OR BY VISUALLY CHECKING THE SIGNATURE.



JEFFREY P. RHODEN
FLORIDA LAND SURVEYOR
NO. 10000

Digitally
signed by
JEFFREY P.
RHODEN

Date:

2024.12.24

16:00:33 -05'00'



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 28, 2025		
Agenda Item Name		
Sole Source Approval <i>Power & Pumps, Inc.</i>		
Requested Action		
Requesting approval of single/sole source purchase from Power & Pumps, Inc. to acquire Danfoss variable frequency drives, soft starters, related accessories, and services.		
Staff Report		
The Procurement Services Department and the Public Services Department recommend approval of the above action. The Procurement Services Department issued a Request for Interest (RFI) number 25-054 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		
The variable frequency drives, soft starters, related accessories, and services will be funded from the Water fund, account numbers 41533-54641-33001, 41533-54624, and 41533-66401. The estimated amount to be spent in FY 2025 is over \$50,000.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$0.00	41533-54624	\$14,970.59
\$0.00	41533-66401 Capital Equipment	\$413,720.56
\$0.00	41533-54614-33001 Repair and Maintenance - Equipment Treatment	\$18,364.07
Exhibits Attached (copies of original agreements)		
1. Sole Source Letter	Sole Source Letter.pdf	
2. RFI 25-054	RFI 25-054.pdf	

Danfoss Drives

4401 N. Bell School Rd.
Loves Park, Illinois 61111

Phone: 800.432.6367
815.639.8600

Fax: 815.639.8000

www.danfossdrives.com

January 3, 2025

To whom it may concern:

Danfoss Drives hereby appoints Power & Pumps, Inc to be its sole sourced sales representative for the for the sale of Danfoss variable frequency drives, soft starters, related accessories and services for the Municipal Water & Wastewater market in the City of Clermont, FL. Please contact Fran Vegliante at Power & Pumps, Inc. (cell: 813-220-9263) for your pricing and delivery needs.



Best Regards

Murilo Dalla Albino

NAM HVAC/R & Water Sales Director

8800 W Bradley Rd
Milwaukee WI 53224
Cell: +1 815-608-0845

Email albino@danfoss.com

Web: www.danfossdrives.com



REQUEST FOR INFORMATION

RFI 25-054

JUSTIFICATION OF SOLE SOURCE ACQUISITION FROM POWER & PUMPS, INC.

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

RELEASE DATE: January 16, 2025

DEADLINE FOR QUESTIONS: January 27, 2025

RESPONSE DEADLINE: January 27, 2025, 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 Power & Pumps, Inc.

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

Attachments:

B - Vendor Information

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 Power & Pumps, 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:

Public Services - Environmental Svcs.

1.3. Timeline

Solicitation Release Date	January 16, 2025
Question Deadline	January 27, 2025, 1:00pm
Response Deadline	January 27, 2025, 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: Power & Pumps, Inc.
- B. Product or Service Provided: Danfoss variable frequency drives, soft starters, related accessories, and services.
- C. Estimated Annual Expenditure: \$100,000
- D. Single/Sole Source Justification: Must match existing piece or brand of equipment and is available from only one 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, January 28, 2025		
Agenda Item Name		
Piggyback Contract <i>Temporary Employment Services</i>		
Requested Action		
Requesting approval to piggyback the Lake County term contract with PeopleReady Florida Inc. to provide temporary employment services.		
Staff Report		
The Procurement Services Department recommends approval of the above action. The Procurement Services Department sought a contract from Lake County number 24-505C to provide supplemental employment services. The Lake County contract was obtained through a fully competitive solicitation and complies with the City of Clermont Procurement Policy. The award includes an initial one (1) term agreement with two (2) additional two (2) year renewals at the option of the City. Based on the last fiscal year's spending between Grounds, Streets, and Sanitation, the estimated value is \$78,000 for the initial term of the contract. Funding for this contract is budgeted from multiple departments. The contract start date is January 29, 2025. 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		
Annual projected cost of \$78,000 is included in the current year approved budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$30,000	10542-53401 Contract Services	\$30,000
\$45,000	49534-53401 Contract Services	\$45,000
\$3,400	10541-53401 Contract Services	\$3,400
Exhibits Attached (copies of original agreements)		
1. 24-505C	24-505C.pdf	
2. Lake County - Vendor Bids	Lake County - Vendor Bids.pdf	
3. Pricing	Pricing.pdf	

**BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET**

DATE: 10/21/2024

MEETING DATE:

11/19/2024

TO: Jennifer Barker, County Manager

ITEM TYPE: Consent
Item

THRU:

ITEM ID: 33448

Jim Kovacs, Office Of Human Resources & Risk Management
Director

BY: Amy Munday, Contracting Officer II

SUBJECT: Supplemental Employment Services

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval:

1. Of Contracts 24-505A - D, to A & Associates, Inc. (West Palm Beach, FL), CD Staffing Inc. (Hollywood, FL), PeopleReady Florida, Inc. (Tacoma, WA, office in Eustis, FL), and Waterfield Florida Staffing, LLC (West Palm Beach, FL) for supplemental employment services; and
2. To authorize the Office of Procurement Services to execute all supporting documentation.

The estimated annual fiscal impact is \$300,000 (expenditure) and is within, and will not exceed, available funding in any Fiscal Year Budget.

BACKGROUND SUMMARY: The Office of Procurement Services in coordination with Human Resources & Risk Management, issued Request for Proposal 24-505 (RFP) for supplemental employment services (a non-licensed service) as needed to replace expiring Contracts 17-0001, and provides for an initial one-year term with two additional two-year terms available.

Proposals were received from eight vendors as shown on the attached respondent sheet. Evaluation of responses was conducted via formal Selection Committee (SC) procedures. The SC summary memos reflect technical factors and pricing were evaluated in compliance with the criteria within the RFP. The overall pricing associated with the recommended vendors is competitive with all pricing submitted. Based on the County's needs and in its best interests, the recommendation is to award contracts to the four highest ranked and competitive-priced vendors: A & Associates, Inc., CD Staffing Inc., PeopleReady Florida, Inc., and Waterfield Florida Staffing, LLC.

Fiscal Impact: \$300,000.00 (expenditure)

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
VARIOUS	VARIOUS	VARIOUS	830340		\$300,000

Advertised Date:

Paper:

Attachments:

1.	24-505 Respondent List
2.	24-505 Selection Committee Minutes
3.	24-505A A & Associates Contract - VENDOR SIGNED
4.	24-505B CDS - VENDOR SIGNED
5.	24-505C PeopleReady - VENDOR SIGNED
6.	24-505D Contract - VENDOR SIGNED

STAFF APPROVALS AND DATES:

Amy Munday	Created/Initiated - 10/21/2024
Ron Falanga	Approved - 10/24/2024
Kandace Pourbaix	Approved - 10/24/2024
Jim Kovacs	Approved - 11/7/2024
David Eichinger	Approved - 11/7/2024
Allison Tesla	Approved - 11/7/2024
Melanie Marsh	Approved - 11/11/2024
Jennifer Barker	Approved - 11/11/2024
Misty Spahn	Final Approval - 11/12/2024

ACTION TAKEN BY BOARD:

Action: New
Other:

Continued/Deferred
Until:

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA
AND PEOPLEREADY FLORIDA, INC.
FOR TEMPORARY LABOR SERVICES
RFP # 24-505C-1**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, (the "COUNTY") and PeopleReady Florida, Inc., a Foreign Profit Corporation authorized to do business in the State of Florida, its successors and assigns (the "CONTRACTOR"), (each a "Party" and collectively, the "Parties").

WITNESSETH

WHEREAS, the COUNTY publicly submitted a Request for Proposal (RFP), #24-505C-1, to establish a contract with a qualified contractor for the provision of temporary labor services in conjunction with the COUNTY'S needs; and

WHEREAS, the CONTRACTOR desires to perform such services subject to the terms of this Agreement in conjunction with the COUNTY'S needs; and

WHEREAS, the provision of such services will benefit the Parties and the residents of Lake County, Florida.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment 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. **Purpose.** The purpose of this Agreement is for the CONTRACTOR to provide temporary labor services in conjunction with the COUNTY'S needs.
3. **Scope.** On the terms and conditions set forth in this Agreement, the COUNTY hereby engages the CONTRACTOR to perform the services set forth herein, as more specifically described in the Scope of Services, as modified or clarified by addendums, including the Submittal Form, attached hereto and incorporated herein as **Exhibit A (Composite)**. The Scope of Services may be modified by an amendment to this Agreement, but to be effective and binding such amendment must be in writing and signed by the Parties. The CONTRACTOR shall be governed by the Pricing Schedule, which includes the job descriptions for each position for which the COUNTY may require services and the corresponding rate, set forth in **Exhibit B**, attached hereto and incorporated herein by reference, unless such schedule is amended by mutual, written agreement of each Party's project manager.
4. **Term.** This Agreement will be effective immediately upon approval by the Lake County Board of County Commissioners (Effective Date). This Agreement will remain in effect for one (1) year from the Effective Date with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon written mutual agreement of the Parties. CONTRACTOR shall maintain, for the entirety of the stated additional period(s), if any, the same prices, terms, and conditions included within this Agreement. The Agreement remains in effect until completion of any expressed or implied warranty periods. Continuation of this Agreement beyond the initial period is a prerogative of the COUNTY and not a right of CONTRACTOR. This prerogative may be exercised only when such continuation is in the best interest of

the COUNTY. The COUNTY reserves the right to reject any written price adjustments submitted by the CONTRACTOR and/or to not exercise any otherwise available option period based on such price adjustments. The CONTRACTOR shall coordinate and work with any other contractors retained by the COUNTY. The CONTRACTOR acknowledges that nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

5. Invoicing and Payment.

A. Payment shall be made in accordance with the Pricing Schedule, as attached in **Exhibit B**. This is an indefinite quantity contract with no guarantee services will be required. There is no guaranteed minimum or maximum dollar amount or volume to be expended. A copy of the COUNTY'S Purchasing Policy and Procedures shall be made available to the CONTRACTOR upon request.

B. The CONTRACTOR shall submit invoices to the COUNTY user department(s) after each week has been completed. In addition to the general invoice requirements set forth below, the invoices shall be sent directly to the County Department where the temporary employee was assigned. Submittal of these periodic invoices shall not exceed thirty (30) calendar days from the delivery of temporary labor services. Under no circumstances shall the invoices be submitted to the COUNTY in advance of the delivery and acceptance of the services.

C. All invoices shall contain the contract and/or purchase order number, date and location of service, and confirmation of acceptance of services by the appropriate COUNTY representative. Failure to submit invoices in the prescribed manner will delay payment, and the CONTRACTOR may be considered in default of contract and this Agreement may be terminated.

D. Invoices shall provide the following information:

- (1) Contractor's Name, address, and phone number
- (2) Temporary Employee Name and County Work Location
- (3) Name of County Employee the Temporary Employee is to report to
- (4) Hourly rate
- (5) Date and Number of hours the temporary employee worked
- (6) Date and Number of hours the temporary employee worked overtime
- (7) Invoice total

E. The COUNTY shall make payment on all invoices in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Failure to submit invoices in the prescribed manner will delay payment and CONTRACTOR may be considered in default and this Agreement may be terminated. COUNTY will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within thirty (30) days after the due date. CONTRACTOR must invoice COUNTY for any interest accrued in order to receive the interest payment. COUNTY shall reimburse CONTRACTOR for required services timely submitted, approved, and accepted by COUNTY in accordance with the terms of this Agreement. Other than the fees and rates set forth in **Exhibit B**, CONTRACTOR shall not be entitled to payment for any expenses, fees, or other costs in may incur at any time and in any connection with its performance hereunder.

F. Improper payment requests or invoices submitted by the CONTRACTOR shall be resolved as provided in the Florida Local Government Prompt Payment Act, Section 218.76, Florida Statutes.

6. COUNTY Responsibilities.

A. The COUNTY shall pay CONTRACTOR in accordance with the provisions of this Agreement and promptly review the deliverables and other materials submitted by the CONTRACTOR and provide direction to the CONTRACTOR as needed.

B. The COUNTY shall designate one COUNTY staff member to act as COUNTY'S Project Manager. It is agreed to by the Parties that the COUNTY'S Project Manager will decide all questions, difficulties, or disputes, of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution, and fulfillment of the Scope of Services, and as to the character, quality, amount, and value of any work done, and materials furnished, under or by reason of this Agreement.

C. The COUNTY shall reimburse CONTRACTOR, in accordance with **Exhibit B** for required services timely submitted and approved and accepted by COUNTY in accordance with the terms of this Agreement.

D. The COUNTY will provide to the CONTRACTOR all necessary and available data, photos, and documents the COUNTY possesses that would be useful to the CONTRACTOR in the completion of the required services.

7. CONTRACTOR Responsibilities.

A. The CONTRACTOR shall perform the work described in the Scope of Services, including the addendum thereto, attached and incorporated by reference herein as **Exhibit A**.

B. The CONTRACTOR shall assign the project personnel proposed in its submittal to the COUNTY'S RFP to fulfill this Scope of Services unless the COUNTY agrees to substitutions.

C. The CONTRACTOR shall coordinate and lead all meetings necessary to accomplish the Scope of Services. Preparation of all agendas, advertising, meeting minutes and sign-in sheets as necessary.

D. The CONTRACTOR shall manage all sub-contractors to fulfill this Scope of Services.

E. The CONTRACTOR shall provide all deliverables in format(s) as specified by the COUNTY.

F. The CONTRACTOR shall provide any requested progress or status reports necessary for grant administration.

8. Qualifications. All firms or individuals will be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required by the statutes to perform the work required under this Agreement.

9. Termination.

A. Termination for Convenience. This Agreement may be terminated by the COUNTY upon thirty (30) calendar days' written notice to the CONTRACTOR; but if any service or task under this Agreement is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said service or task is completed and accepted. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required thirty (30) calendar days' advance written notice, COUNTY shall reimburse CONTRACTOR for actual work satisfactorily completed and reasonable expenses incurred.

B. Termination for Cause. This Agreement may be terminated by the COUNTY due to the CONTRACTOR'S breach of a material term of this Agreement, but only after the COUNTY has provided CONTRACTOR with ten (10) calendar days' written notice for the CONTRACTOR to cure the breach and the CONTRACTOR'S failure to cure the breach within that ten (10) day time period; but, if any work, service, or task under this Agreement is in progress but not completed on the date of termination, then this Agreement may be extended upon written approval of the COUNTY until the work, service, or task is completed and accepted.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement will be terminated, and CONTRACTOR shall be reimbursed for services satisfactorily performed and the reasonable value of any non-recurring costs incurred but not amortized in the price of the services delivered under this Agreement.

10. Assignment of Agreement. This Agreement shall not be assigned or sublet except with the written consent of the COUNTY. No such consent shall be construed as making the COUNTY a Party to the assignment or subcontract or subjecting the COUNTY to liability of any kind to any assignee or subcontractor. No assignment or subcontract shall under any circumstances relieve CONTRACTOR of liability and obligations under this Agreement and all transactions with the COUNTY must be through CONTRACTOR. In the event CONTRACTOR is acquired in whole or in part by another entity, including any takeovers effectuated by a stock buyout, or similar acquisition process, CONTRACTOR shall notify the COUNTY immediately, and in no case less than thirty (30) days prior to the effective date of the acquisition. The COUNTY shall have the option of terminating this Agreement in the event the acquiring entity does not meet with the COUNTY'S approval. Any acquisition or hostile takeover may result in termination of this Agreement for cause. Failure to submit timely notification to the COUNTY may result in a material breach of this Agreement and termination by the COUNTY or assessment of a processing fee.

11. Indemnity. CONTRACTOR will indemnify and hold harmless the COUNTY and its agents, officers, commissioners, and employees for any damages resulting from failure of CONTRACTOR to take out and maintain the above insurance. The CONTRACTOR will indemnify and hold harmless COUNTY, COUNTY, its officers, employees, and agents from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONTRACTOR, its personnel, employees, and other persons utilized by CONTRACTOR in the performance of this Agreement, including defects in design, or errors or omissions that result in material cost increases to COUNTY and/or COUNTY, pursuant to Section 725.08, Florida Statutes. Such indemnification will include the payment of all valid (third-party) claims, losses, and judgements in connection therewith and the payment of all related fees and costs. The COUNTY reserves the right to defend itself with its own counsel or retained counsel at CONTRACTOR'S expense. The indemnification obligation shall not be construed to negate, abridge, or reduce any other rights or remedies which otherwise may be available to an indemnified Party or person described in this paragraph or be deemed to affect the rights, privileges, and immunities of the COUNTY as set forth in Section 768.28, Florida Statutes.

12. Independent Contractor. The CONTRACTOR agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. The CONTRACTOR shall have no authority to contract for or bind the COUNTY in any manner and shall not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY. Additionally, the CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation,

individual, or firm other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

13. Ownership of Deliverables. The CONTRACTOR agrees all Tasks and/or deliverables under this Agreement, and other data generated or developed by the CONTRACTOR under this Agreement or furnished by the COUNTY to the CONTRACTOR shall be and remain the property of the COUNTY, including any applicable copyrights. The CONTRACTOR shall perform any acts that may be deemed necessary or desirable by the COUNTY to evidence more fully transfer of ownership of all Tasks and/or deliverables to the COUNTY. Additionally, the CONTRACTOR hereby represents and warrants that it has full right and authority to perform its obligations specified in this Agreement.

14. Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, the CONTRACTOR shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to the CONTRACTOR by the COUNTY pursuant to this Agreement.

15. Retaining Other Contractors. Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons, contractors, or entities undertaking the same or similar services as those undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

16. Accuracy. The CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The CONTRACTOR shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, reports or other services.

17. Certification Regarding Scrutinized Companies that Boycott Israel. By executing this Agreement, the CONSULTANT hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The CONSULTANT understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The CONSULTANT further understands that any agreement with the COUNTY for goods or services may be terminated at the option of the COUNTY if the CONSULTANT is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

18. Anti-Trafficking Related Activities. The U.S. Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities listed below. These prohibitions specifically apply to some federally funded contracts and prohibit contractors, contractor employees, and their agents from:

- A. Engaging in severe forms of trafficking in persons during the period of performance of the Agreement;
- B. Procuring commercial sex acts during the period of performance of the Agreement;
- C. Using forced labor in the performance of the Agreement;
- D. Destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

- E. Using misleading or fraudulent practices during the recruitment of employees;
- F. Charging employees or potential employees recruitment fees;
- G. Failing to provide return transportation or paying for the cost of return transportation upon the end of employment for certain employees;
- H. Providing or arrange housing that fails to meet the host country housing and safety standards; or
- I. Failing to provide an employment contract, recruitment agreement, or other required work documents in writing, as required by law or contract.

19. **Non-Collusion.** CONSULTANT, by entering into this Agreement, further certifies that the offer made during the solicitation process, the prices provided to the COUNTY were arrived at independently, without collusion, communication, or agreement, for the purpose of restricting competition with any other consultant, bidder, or potential bidder, and in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid. No attempts were made to solicit, cause, or introduce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid. Should the COUNTY, at any time during the term of this Agreement, become aware of collusive acts by the CONSULTANT in submitting their bid, the COUNTY reserves the right to terminate this Agreement without cost or penalty to the COUNTY.

20. **Public Entity Crimes.** As provided by Section 287.133, Florida Statutes, person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a consultant, supplier or sub-consultant under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

21. **Florida Convicted/Suspended Vendor Lists.** By executing this Agreement CONTRACTOR affirms that it is not currently listed on the Florida Department of Management Services Convicted Vendor (Section 287.133, Florida Statutes) or Suspended Vendor (Section 287.1351, Florida Statutes) Lists.

22. **Discriminatory Vendor List (State funded projects).** As provided by Section 287.134, Florida Statutes, a contractor who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By entering into this Agreement, CONSULTANT affirms that CONSULTANT is not on the Discriminatory Vendor List and will ensure that any subcontractors retained for performance under this Agreement are not listed on the Discriminatory Vendor List.

23. **Antitrust Violator Vendor List (State funded projects).** As provided by Section 287.137, Florida Statutes, a contractor who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not

submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering into this Agreement, CONSULTANT affirms that CONSULTANT is not on the Antitrust Violator Vendor List and will ensure that any subcontractors retained for performance under this Agreement are not listed on the Antitrust Violator Vendor List.

24. **Foreign gifts and contracts.** Pursuant to Section 286.101, Florida Statutes, CONSULTANT shall disclose to the COUNTY any current or prior interest of, any contract with, or any grant or gift received by a foreign country of concern if such interest, contract, or grant or gift (1) had a value of \$50,000 or more and (2) such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. Foreign country of concern is defined in Section 286.101(1)(b), Florida Statutes, as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern. CONTRACTOR'S disclosure must include the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. The COUNTY may request records relevant to a reasonable suspicion that a disclosure has not been made and the CONTRACTOR shall provide the required records within thirty (30) days of the COUNTY making such request, or at a later time as agreed to by the Parties.

25. **Contracting with foreign entities of concern.** Pursuant to Section 287.138, Florida Statutes, for contracts where CONTRACTOR may have access to personal identifying information, CONTRACTOR certifies to the COUNTY by submitting its bid that (1) CONTRACTOR is not owned by a government of a foreign country of concern; (2) a government of a foreign country of concern does not have a controlling interest in CONTRACTOR; and (3) CONTRACTOR is not organized under the law of nor has its principal place of business in a foreign country of concern. For the purposes of this section, foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

26. **Social, political, or ideological interests.** Per Section 287.05701, Florida Statutes, the COUNTY will not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

27. **Disadvantaged Businesses.** The COUNTY has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The COUNTY encourages joint ventures between majority-owned firms and qualified disadvantaged/minority/women-owned firms.

28. **Tobacco Products.** Tobacco use, including both smoke and smokeless tobacco, is prohibited on COUNTY owned property.

29. **Civil Rights Act.** During the term of this Agreement CONTRACTOR assures COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONTRACTOR does not, on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against CONSULTANT'S employees or applicants for employment. CONTRACTOR understands and agrees that this Agreement is conditioned

upon the veracity of this statement of assurance. CONTRACTOR shall provide COUNTY with executed Title VI Non-Discrimination Assurances.

30. Governing Law, Venue, and Waiver of Jury Trial. This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida. THE CONSULTANT, BY ENTERING INTO THIS AGREEMENT, KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT IT MAY HAVE TO A JURY TRIAL IN ANY CIVIL LITIGATION MATTER ARISING FROM OR RELATING TO THIS AGREEMENT.

31. Force Majeure. The Parties will exercise every reasonable effort to meet their respective obligations under this Agreement, but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other Party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the Parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

32. Prohibition Against Contingent Fees. The CONTRACTOR warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

33. Insurance.

A. CONTRACTOR shall purchase and maintain, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring CONTRACTOR against any and all insured claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and obligations of CONTRACTOR under the terms and provisions of the Agreement. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five (5) working days of such request.

B. The Parties agree that the policies of insurance and confirming certificates of insurance shall insure CONTRACTOR is in accordance with the following minimum limits:

1. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate.....	\$1,000,000/\$2,000,000
Products-Completed Operations.....	\$2,000,000
Personal & Adv. Injury.....	\$1,000,000
Fire Damage.....	\$50,000
Medical Expense.....	\$5,000

Contractual Liability.....Included

2. Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Combined Single Limit.....\$1,000,000

3. Workers' compensation insurance in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc.).

4. Employer's liability insurance with the following minimum limits and coverage:

Each Accident.....\$1,000,000
Disease-Each Employee.....\$1,000,000
Disease-Policy Limit.....\$1,000,000

5. Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of \$1,000,000 per claim and annual aggregate of \$2,000,000.

C. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be listed as additional insured as their interest may appear all applicable policies. Certificate(s) of insurance must identify the RSQ number in the Description of Operations section on the Certificate.

D. CONSULTANT shall provide for a minimum of thirty (30) days prior written notice to the COUNTY of any change, cancellation, or nonrenewal of the required insurance. It is the CONSULTANT'S specific responsibility to ensure that any such notice is provided within the stated timeframe.

E. Certificate of insurance shall evidence a waiver of subrogation in favor of the COUNTY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

F. CONSULTANT must provide a copy to the COUNTY of all policy endorsements, reflecting the required coverage, with the COUNTY and its Governing Board listed as an additional insured on the General Liability and Automobile Liability Policy along with all required provisions to include waiver of subrogation, with the exception of workers' compensation and professional liability. (Note: A simple COI WILL NOT be accepted in lieu of the policy endorsements).

- G. Certificate holder shall be:
LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND
THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

H. All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions or CONSULTANT will be required to procure a bond guaranteeing payment of losses and related claims expenses.

I. The COUNTY shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of CONSULTANT and/or sub-consultant providing such insurance.

J. CONSULTANT shall be responsible for sub-consultants, if any, and to ensure that such subconsultants are maintaining insurance during the term of this Agreement. Subconsultants are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with CONSULTANT'S requirements.

K. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of this Agreement for cause.

L. Neither approval by the COUNTY of any insurance supplied by CONSULTANT, nor a failure to disapprove that insurance, shall relieve CONSULTANT of full responsibility of liability, damages, and accidents as set forth herein.

34. **Right to Audit.** The COUNTY reserves the right to require CONTRACTOR to submit to an audit by any auditor of the COUNTY'S choosing. CONTRACTOR shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. FIRM shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for five (5) years following expiration of the Agreement, or for such time as set forth in the Florida Department of State, Division of Library and Information Services, General Records Schedule GS1-SL, a copy of which can be found at this link: <https://files.floridados.gov/media/703328/gsl-sl-2020.pdf>, whichever is longer. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the CONTRACTOR in performance of any work hereunder.

35. **Public Records/Copyrights.**

A. All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the CONTRACTOR for or on behalf of the COUNTY will be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR'S office or facility. The CONTRACTOR will maintain the files and papers for not less than three complete calendar years after the Service has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of this Agreement, the CONTRACTOR will appoint a records custodian to handle any records request and provide the custodian's name and telephone numbers to the COUNTY'S Project Manager.

B. Pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall comply with the Florida Public Records' laws, and shall:

1. Keep and maintain public records required by the COUNTY to perform the services identified in this Agreement.

2. Upon request from the COUNTY'S custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to the COUNTY.

4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

C. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY OFFICE OF PROCUREMENT SERVICES, 315 WEST MAIN STREET, P.O. BOX 7800, TAVARES, FL 32778 OR AT 352-343-9424 OR VIA EMAIL AT PURCHASING@LAKECOUNTYFL.GOV.

D. Failure to comply with this subsection will be deemed a breach of the Agreement and enforceable as set forth in Section 119.0701, Florida Statutes.

E. Unless otherwise provided, CONTRACTOR shall maintain substantiating records as required by the State of Florida, General Records Schedule GS1-SL ("Schedule") for State and Local Government Agencies, a copy of which can be found at: <https://dos.fl.gov/library-archives/records-management/general-records-schedules/>. If CONTRACTOR receives notification of a dispute or the commencement of litigation regarding the Project within the time specified in the Schedule, the CONTRACTOR shall continue to maintain all service records until final resolution of the dispute or litigation.

F. Confidential and/or Exempt Information. CONTRACTOR must maintain the confidential and/or exempt nature of all confidential and/or exempt documents received or prepared as part of any task order authorizing work under this Agreement. Upon completion of each task order, CONTRACTOR will return to COUNTY all confidential and/or exempt project documents, including, but not limited to, designs, files, photos, reports, maps, drawings, specifications, schematics, diagrams, shop drawings, construction documents and electronic files. CONTRACTOR will provide written certification to COUNTY that all documents designated as confidential and/or exempt have been returned to the COUNTY or destroyed.

36. Minimum Wage. Under this Agreement, the wage rate paid to all employees employed by the CONTRACTOR for the work under the contract shall not be less than the prevailing wage rates for similar classifications of work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24 (f)

of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

37. **E-verify.** The CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

- A. All persons employed by the CONTRACTOR during the term of this Agreement to perform employment duties within Lake County; and
- B. All persons, including subcontractors, assigned by the CONTRACTOR to perform work pursuant to the contract.

and shall expressly require any contractor and subcontractors performing work or providing services pursuant to a state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

38. **Reporting.** Consistent with the administrative needs of the COUNTY, certain relevant data regarding purchases of goods and/or services under COUNTY contracts is to be gathered and maintained. Accordingly, the CONTRACTOR under this Agreement is to provide report(s) on a semi-annual basis to the COUNTY as to the nature of the services purchased from them by the COUNTY during the preceding six months. Each report shall include the quantity, description and unit price(s) of the services.

Each report shall be submitted no later than fifteen (15) calendar days after the expiration of the sixth (6th) month of each contract period. Failure to comply with this reporting requirement may be considered a breach of performance and subject to formal proceedings in that regard.

39. **Governing Law and Venue.** This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

40. Neither party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

41. **Captions.** The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

42. This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

43. This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

44. The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

45. The CONTRACTOR shall at all times comply with all Federal, State and local laws, rules and regulations.

46. The CONTRACTOR shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes.

47. The CONTRACTOR shall not assign or transfer this Agreement, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the COUNTY. This provision specifically includes any acquisition or hostile takeover of the CONTRACTOR. Failure to comply in this regards may result in termination of this Agreement for default.

48. **Fraud, Misrepresentation, and Material Misstatements.** Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other material misstatement, may be debarred for up to five (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

49. The COUNTY reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the COUNTY be liable for billings in excess of the quantity of goods or services actually provided under this contract.

50. This Agreement may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to this Agreement and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable COUNTY procedures.

51. The COUNTY has the unilateral option to extend this Agreement for up to ninety (90) calendar days beyond the current contract period. In such event, the COUNTY will notify the CONTRACTOR in writing of such extensions. This Agreement may be extended beyond the initial ninety (90) day extension upon mutual agreement between the COUNTY and the CONTRACTOR. Exercise of the above options requires the prior approval of the Procurement Services Manager.

52. **Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

53. **Notice.** Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONTRACTOR:

Samantha Palmer, Contract Specialist
PeopleReady Florida, Inc.
1015 A Street
Tacoma, WA 98402

If to COUNTY:

County Manager
Lake County Administration Bldg.
Post Office Box 7800
Tavares, Florida 32778-7800

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

54. **Scope of Agreement.** This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

55. This Agreement contains the following Exhibits:

Exhibit A (Composite)	Scope of Services/Addendum/Submittals
Exhibit B	Pricing Schedule

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chair and by CONTRACTOR through its duly authorized representative.

CONTRACTOR



Logan Bradley
Contract Services Manager
2024.10.23 10:28:13 -07'00'

~~Samantha Palmer, Contract Specialist~~
PeopleReady Florida, Inc.

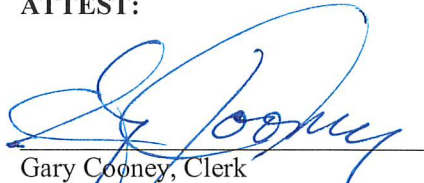


Logan Bradley, CSM.

This ____ day of _____, 2024.

COUNTY

ATTEST:



Gary Cooney, Clerk
Board of County Commissioners
of Lake County, Florida

LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS



Leslie Campione, Chairman

This 19th day of Nov., 2024.

Approved as to form and legality:



Melanie Marsh
County Attorney

1. STAFFING

- 1.1. Temporary labor will be requested by the County's using department in writing. Contractor will provide the name(s) and resume(s) (as needed) of proposed candidates for selection and approval by the County.
 - 1.1.1. The County may ask for positions not listed in Attachment 2 – Pricing Sheet. Contractor shall submit a written quote for County approval. The County will modify the Contract to include additional category(ies).
- 1.2. Work performed in excess of forty (40) hours per week must be approved by the County in writing verified on the Contractor's time sheet and be signed by the County Department Director. Approved overtime shall be paid at a rate of 1.5 times the hourly contracted rate.
- 1.3. County may, at its sole discretion, decide to interview candidates. Interviews may be conducted in person at a County location. Contractor is solely responsible for arranging for transportation to and from the interview location and for any associated costs; further, contractor is solely responsible for any costs associated with candidate's time related to the interview.

2. CONTRACTOR REQUIREMENTS

- 2.1. All temporary labor provided shall meet or exceed, at a minimum, each of the following requirements:
 - 2.1.1. Project a professional image and deal effectively with the public; most supplemental staff will have high public exposure.
 - 2.1.2. Punctuality and attendance.
 - 2.1.3. Ability to following instructions/directions and the ability to work independently after receiving instructions/directions. Physically and mentally capable of performing the essential functions of the position.
 - 2.1.4. Possess all worksite and task specific safety/personal protective equipment required to perform the job requested, including, but not limited to worksite appropriate gloves, safety shoes/boots, hard hat/head cover, safety glasses, and safety vest. Safety equipment shall be in good condition and meet or exceed the quality of the equipment that is currently used by the County.
 - 2.1.5. Dress Code: The County will advise the Contractor of the appropriate work attire for the job. All supplemental staff must dress in a manner which is appropriate to the type of work performed and have a neat and orderly appearance.
 - 2.1.6. Possess appropriate driver's license as required for heavy equipment operation and/or truck driving.
 - 2.1.7. All laborers must be legally authorized to work in the United States for the entire term of service to the County. Contractor shall utilize the Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all laborers referred to the County. Contractor shall provide documentation to the County evidencing that the person has legal permission to work in the United States.
 - 2.1.8. All laborers are required to speak, read, and write English.

- 2.1.9. Individuals are required to report any accidents or incidents immediately to the County Supervisor and follow up with the appropriate paperwork and/or instructions provided by the County Supervisor.
- 2.1.10. Contractor must have an office located within the State of Florida.
- 2.2. Contractor shall provide at no additional cost to the County
 - 2.2.1. A state and national criminal history background check for each candidate shall be completed by the Contractor. Each background check shall follow the Background Investigation Procedures established by the Florida Department of Law Enforcement, Division of Criminal Justice Standards and Training. The pass or fail results of the background check must be approved in writing before the individual starts work with the County.
 - 2.2.2. A drug and alcohol screening per the Department of Transportation (DOT) standards shall be completed on every candidate within the last ninety (90) days of temporary job placement. A positive test is not acceptable.
 - 2.2.3. A copy of the candidate's driver's license for all equipment operators and truck drivers must be provided to the County's Office of Human Resources and Risk Management where they will do a seven (7) year driving record review.
 - 2.2.4. A designated Contract Manager shall be provided to work directly with the County for job requirements of supplemental staff, complaints, concerns, and issues that may arise.

3. COUNTY REQUIREMENTS

- 3.1. The County may cancel services with at least a two (2) hour notice before the scheduled start to work time resulting in no charge to the County. If the County is unable to give a two (2) hour notice, the Contractor shall be paid for two (2) hours of work time for each affected person.
- 3.2. Contractor to remove staff the County deems careless, incompetent, insubordinate, reasonably objectionable, or whose continued placement at the County is deemed to be contrary to the interest of the County.
 - 3.2.1. Contractor shall provide a replacement within twenty-four (24) hours for any individual who is unable to perform duties to the satisfaction of the County. Replacement requirements are the same as those specified in the original placement.
- 3.3. Should the County offer any of the Contractor's employees a permanent position with the County, there shall be no charges or stipulations to the County (i.e., buy-outs or penalties).

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Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 416 • Tavares, FL 32778

SOLICITATION: Supplemental Employment

3/5/2024

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. Requesting that Item 2.1.6 under Section 2 of the Exhibit A – Scope of Work be removed.

R1. No, this item shall not be removed as it states, “as required” and this item will be required for any person operating heavy equipment and/or truck driving of County property.

Q2. Requesting that the following be removed from Item 2.2.1 from Section 2: *“If there is anything found on the background check, the Contractor shall provide a copy of the background check to the County’s Office of Human Resources and Risk Management for review and approval”*. Also, to add the following to 2.2.1 to read as follows: The pass or fail results of the background check must be approved in writing before the individual start work with the County.

R2. This change has approved. See Exhibit A -Scope of Work REVISED 03.01.24 on the County website.

Q3. Requesting that Item 2.2.3 under Section 2 of the Exhibit A – Scope of Work be removed.

R4. No, this item shall not be removed as there are positions requested that are required.

Q5. Requesting that the following be removed from Exhibit B – Insurance Requirements: Fire Damage \$50,000 and Medical Expense \$5,000

R5. Fire Damage for \$50,000 will not be removed. The Medical Expense for \$5,000 has been removed. Please see Exhibit B – Insurance Requirements 24-505 REVISED 03.05.24.

Q6. Requesting that the following be updated on Exhibit B – Insurance Requirements, Section B: “Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be included as an additional insured party on Contractor’s Commercial General Liability policy, but only to the extent of Contractor’s indemnity obligations. Certificates of Insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

R7. This will not be removed.

Q8. Requesting the following change to Exhibit B – Insurance Requirements, Section D: “Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, with respect to the Commercial General Liability and Workers

Compensation policies and includes a Cross Liability or Severability of Interest provision, with no requirement of premium by the COUNTY.

R8. This will not be removed.

Q9. Requesting that the following be removed from Exhibit B – Insurance Requirements, Section E:
“Contracts cannot be completed without this required insurance documentation”.

R9. This will not be removed.

Q10. Is this a re-compete RFP?

R10. No.

Q11. Could you please share the name of the current suppliers? Who is currently providing services to the County?

R11. This contract for new services.

Q12. Refer to Attachment 3 References, it is mentioned to list no more than two Lake County Government Projects. Please specify whether it is mandatory to provide the Lake County government projects or not.

R12. Follow bid document direction.

Q13. Refer to the RFP document, “Point 5: Completed Pricing Sheet”, it is mentioned that the vendor needs to provide “Completed Attachment 2 – Pricing Sheet” and “Supporting documentation for proposed pricing”. Please specify, whether the “Supporting documentation for proposed pricing” is mandatory to submit with the proposal. Also, specify what information is needed to cover in it.

R13. Follow bid document directions.

Q14. Referring to the RFP document, “Point 3: Proposed Solution”, it is mentioned that “Limit Page County”. Please specify the maximum page limit for this section.

R14. Be concise.

Q15. Is it possible for the County to provide a proposal evaluation and evaluating points?

R15. Refer to section 5.0 Method of Award.

Q16. Does the County have an incumbent?

R16. This is a new direction for the County to fill an anticipated need.

Q17. How many awards does the County plan to make?

R18. Unknown at this time.

Q19. What is the estimated budget for this RFP?

R19. Budget is dependent on County need so it cannot be determined at this time.

Q20. What is the estimated usage per job title?

R20. See Question 16.

Q21. Do we have to bid on all job titles, or can we submit pricing for certain positions?

R21. Submit pricing for the positions you provide.

ADDITIONAL INFORMATION

Please refer to Exhibit A – Scope of Work REVISED 03.01.24 and Exhibit B – Insurance Requirements 24-505 REVISED 03.05.24 with the changes outlined in this addendum.

ACKNOWLEDGEMENT

Firm Name: PeopleReady Florida, Inc.

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Robin Ward*

Date: 3/21/2024

Print Name: Robin Ward

Title: Branch Manager

Primary E-mail Address: rward@peopleready.com

Secondary E-mail Address: 1379-br@peopleready.com



Office of Procurement Services

P.O. Box 7900 • 315 W. Main St., Suite 416 • Tavares, FL 32778

SOLICITATION: Supplemental Employment

3/14/2024

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q22. Are Contractors required to name Lake County as additionally insured on our auto policy even though we do not plan on bidding on the positions that require driving?

R22. If pricing for these positions is submitted to be filled by the Contractor, then Lake County must be names as additionally insured on the Contractor's auto policy. If the Contractor does not submit pricing for these positions, the auto requirement can be waived.

ADDITIONAL INFORMATION

ACKNOWLEDGEMENT

Firm Name: Click or tap here to enter text.

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Robin Ward*

Date: 3/21/2024

Print Name: Robin Ward

Title: Branch Manager

Primary E-mail Address: rward@peopleready.com

Secondary E-mail Address: 1379-br@peopleready.com

The undersigned hereby declares that: PeopleReady, Inc. has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with County, and to furnish **TEMPORARY EMPLOYMENT** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

1.0 TERM OF CONTRACT

Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

Contract will commence upon the first day of the next calendar month after approval by the authorized authority. Contract remains in effect until completion of the expressed and implied warranty periods. County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

2.0 PAYMENT

Contractor shall email County's using department an accurate invoice within 30 calendar days after delivery. Invoices shall reference the: purchase/task order, delivery date, delivery location, and corresponding packing slip or delivery ticket signed by a County representative at the time of acceptance. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

The County's preferred method for invoice payment is electronic remittance of invoices via virtual payment cards (ePayables) instead of paper checks. Contractor is encouraged to adopt the County's electronic payment option. ePayables is designed to deliver payables quickly and more efficiently than check payments. This procedure is consistent with the County's obligations and purpose, with an overall intent to utilize technology to provide value to the taxpayers.

Vendor requests more information about accepting ePayables for payment: YES

Vendor accepts MasterCard for payment: YES

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS

I certify that I have reviewed the [General Terms and Conditions for Lake County Florida](#) and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES

Failure to acknowledge may result in Submittal being deemed non-responsive.

4.0 CERTIFICATION REGARDING FELONY CONVICTION

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. NA

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by Contractor at no additional cost to County. Vendor will comply with Florida Statutes regarding background investigations. County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) not applicable not applicable and enter OSD Certification Number NA and enter effective date NA to date NA

8.0 ANTITRUST VIOLATOR VENDOR LISTS

A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

9.0 FEDERAL FUNDING REQUIREMENT

N/A

10.0 RECIPROCAL VENDOR PREFERENCE

N/A

11.0 GENERAL VENDOR INFORMATION

Firm Name: PeopleReady Florida, Inc.
Street Address: 213 East Gottsche Avenue
City: Eustis State and ZIP Code: FL 32726
Mailing Address (if different): Same as above
Telephone: 352.589.9111
Purchase Order Email Address: 1379-br@peopleready.com
Federal Identification Number / TIN: 22-3606731
DUNS Number: 123548716

12.0 SUBMITTAL SIGNATURE

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *Samantha Palmer*

Date: 3/21/2024

Print Name: Samantha Palmer

Title: Contract Specialist

Primary E-mail Address: contracts@trueblue.com

Secondary E-mail Address: 1379-br@peopleready.com

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

[The remainder of this page is intentionally blank]

<i>Type Your Firm's Name Here</i>			
SAVE AND SUBMIT AS AN EXCEL FILE			
Contractor to furnish all labor, materials, tools, transportation, and equipment necessary to provide services in accordance with specifications listed and implied. Actual hours are unknown and estimated for evaluation purposes			
Alterations to locked cells may result in disqualification of submission.			
ITEM #	JOB TITLE	JOB DUTIES	HOURLY RATE
1	Garbage Truck Loader	This position works under general supervision to perform routine tasks related to the loading of household waste material from garbage receptacles and bagged or bundled yard waste into a rear loading waste compactor mounted on a heavy-duty truck. The household waste will include, but not be limited to household trash, recyclable material, and yard waste. Position requires manual work, in all weather conditions, including adverse conditions; lifting up to 50-pounds from ground level; operation of household waste collection equipment, including the waste compactor; monitoring waste compactor operations to ensure its safe and proper operation; informing the supervisor if compactor is not operating properly and of any unsafe conditions; learning job related procedures, and techniques, primarily through verbal instruction, observation, and job training; working cooperatively with co-workers; and display a tactful, and courteous manner when interacting with the public. Qualifications: Must be able to speak and/or signal people to effectively convey or exchange information. Must read and write basic English sentences. This position does not include driving a County vehicle.	\$ 21.32
2	General Labor	Perform semi-skilled and unskilled work in the maintenance of County facilities, grounds, roads, and equipment, as well as other duties as assigned. Qualifications: Must be able to speak and/or signal people to effectively convey or exchange information. Must read and write basic English sentences. This position does not include driving a County vehicle.	\$ 18.41

4	Certified Traffic Flagger	Provide traffic flagging duties including, but not limited to, directing traffic using flags and signs, and operation of various hand tools, lawn, and power equipment. Qualifications: Speaks with or signals people to convey or exchange information. Requires a High School diploma, GED, or vocation training and a current Florida Certification in Maintenance of Traffic. This position does not include driving a County vehicle.	\$ 19.43
5	Landfill Attendant Job Code L004 Pay Grade 13N	Performs customer service and clerical duties in support of daily County Landfill operations. Greets and assists landfill and/or drop off center customers; observes and directs all incoming and outgoing traffic; accurately assesses and quantifies waste materials, checking for prohibited or hazardous materials; and other related duties as required. Qualifications: Speaks English. Ability to perform basic mathematical skills, compute ratios, rates, and percentages. Ability to work in the elements and handle funds received as customer payments. This position does not include driving a County vehicle.	\$ 18.41
6	Trades Crew Leader Job Code C057 Pay Grade 17N	Performs maintenance of County buildings, building systems and equipment, parks, and grounds, as assigned. Responsible for training, supervising staff as needed, performing skilled trade(s), maintaining assigned tools and equipment, preparing work records and reports, and ensuring professional customer service at all times. Qualifications: Ability to operate an assortment of machinery and equipment to include, but not limited to, mowers, weed eaters, chain saws, bobcat gators, golf carts, and trucks within park area. Ability to work outside. Requires a High School diploma or GED, and one year of college or vocational school education in one or more building trades, with three years of related experience. Requires a current, valid Florida driver's license, with an approved seven (7) year driving history. Must possess any certifications or licenses required for use of equipment.	No Bid

7	Equipment Operator with Class "A", "B", or "C" CDL License (as applicable) Job Code E031 Pay Grade 14N	Perform operation of machinery and equipment including, but not limited to, small loader, small skid steerer, forklift, and assist with maintaining equipment. Qualifications: Speaks English, able to perform basic mathematical skills, compute ratios, rates, and percentages. Requires a current, valid Florida Commercial Driver's License (CDL) Class A, B, or C, with an approved seven (7) year driving history, and any certifications or licenses required to operate machinery.	No Bid
8	Truck Driver with Class "A", "B", or "C" License (as applicable)	Perform truck driving and general labor services as needed, including, but not limited to, debris cleanup, delivery of library materials, and other related duties as required. Qualifications: Must read, write, and speak English. Requires a current, valid Florida Commercial Driver's License (CDL) Class A and / or B, as applicable, with an approved seven (7) year driving history and, any certifications or licenses required to operate machinery.	No Bid
9	Delivery Svcs/ Driver Operator Job Code D056 Pay Grade 13N	Transport materials, supplies, and equipment between County buildings, libraries, and offices. Sort, pick up, and deliver items; maintain delivery van; conduct safety inspections; schedule routine maintenance; and perform other related duties as required. Qualifications: Must read, write, and speak English. A High School diploma, GED, or vocational training is required. Requires a current valid Florida driver's license, with an approved seven (7) year driving history.	No Bid

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.



Solicitation Number: **24-505**

Solicitation Title: **Supplemental Employment**

Open Date: **Feb 12, 2024, 12:00:00 AM**

Close Date: **Mar 21, 2024, 3:00:00 PM**

Firm Name	Location
22nd Century Technologies, Inc.	McLean, VA
A & ASSOCIATES	WEST PALM BEACH, FL
Ace Staffing, Inc	ORLANDO, FLORIDA
CDS	Fot Lauderdale, FL
COMPUNNEL SOFTWARE GROUP, INC.	Plainsboro, NJ
JayKay Services, INC	Tavares, Florida
PeopleReady	Eustis, Fl
Waterfield Florida Staffing LLC	West Palm Beach, FL

Type Your Firm's Name Here			
SAVE AND SUBMIT AS AN EXCEL FILE			
Contractor to furnish all labor, materials, tools, transportation, and equipment necessary to provide services in accordance with specifications listed and implied. Actual hours are unknown and estimated for evaluation purposes			
Alterations to locked cells may result in disqualification of submission.			
ITEM #	JOB TITLE	JOB DUTIES	HOURLY RATE
1	Garbage Truck Loader	This position works under general supervision to perform routine tasks related to the loading of household waste material from garbage receptacles and bagged or bundled yard waste into a rear loading waste compactor mounted on a heavy-duty truck. The household waste will include, but not be limited to household trash, recyclable material, and yard waste. Position requires manual work, in all weather conditions, including adverse conditions; lifting up to 50-pounds from ground level; operation of household waste collection equipment, including the waste compactor; monitoring waste compactor operations to ensure its safe and proper operation; informing the supervisor if compactor is not operating properly and of any unsafe conditions; learning job related procedures, and techniques, primarily through verbal instruction, observation, and job training; working cooperatively with co-workers; and display a tactful, and courteous manner when interacting with the public. Qualifications: Must be able to speak and/or signal people to effectively convey or exchange information. Must read and write basic English sentences. This position does not include driving a County vehicle.	\$ 21.32
2	General Labor	Perform semi-skilled and unskilled work in the maintenance of County facilities, grounds, roads, and equipment, as well as other duties as assigned. Qualifications: Must be able to speak and/or signal people to effectively convey or exchange information. Must read and write basic English sentences. This position does not include driving a County vehicle.	\$ 18.41

4	Certified Traffic Flagger	Provide traffic flagging duties including, but not limited to, directing traffic using flags and signs, and operation of various hand tools, lawn, and power equipment. Qualifications: Speaks with or signals people to convey or exchange information. Requires a High School diploma, GED, or vocation training and a current Florida Certification in Maintenance of Traffic. This position does not include driving a County vehicle.	\$ 19.43
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7	Equipment Operator with Class "A", "B", or "C" CDL License (as applicable) Job Code E031 Pay Grade 14N	Perform operation of machinery and equipment including, but not limited to, small loader, small skid steerer, forklift, and assist with maintaining equipment. Qualifications: Speaks English, able to perform basic mathematical skills, compute ratios, rates, and percentages. Requires a current, valid Florida Commercial Driver's License (CDL) Class A, B, or C, with an approved seven (7) year driving history, and any certifications or licenses required to operate machinery.	No Bid
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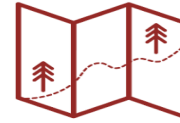


CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 28, 2025		
Agenda Item Name		
Piggyback Term Contract <i>Purchase and Lease of Copiers</i>		
Requested Action		
Requesting approval to piggyback the NASPO term contract titled Multi-Funtion Devices and Related Software, Services, and Cloud Solutions with Konica Minolta Business Solutions USA, Inc.		
Staff Report		
The Procurement Services Department recommends approval of the above action. The current cost per copy contract and maintenance services with Konica Minolta expired July 31, 2024. The Procurement Services Department sought a contract from NASPO number 187962 to obtain options for buying, leasing and maintenance of multi-function devices. The NASPO contract was obtained through a fully competitive solicitation and complies with the City of Clermont Procurement Policy. The contract start date is January 29, 2025, and includes an initial two (2) year term agreement with three (3) additional one (1) year renewals at the City's option. The estimated value of the contract is \$28,000 per year. This agreement will provide continuation of the City's multi-function devices which are on a cost per copy maintenance 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 by the respective department. The estimated value of the contract is \$28,000 per year.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Portfolio MAP - Multi-Function Devices (FINAL)	Portfolio MAP - Multi-Function Devices (FINAL).pdf	
2. Participating Addendum	Participating Addendum.pdf	



PORTFOLIO TITLE: **MULTI-FUNCTION DEVICES AND RELATED SOFTWARE, SERVICES, AND CLOUD SOLUTIONS (2024-2029)**

LEAD STATE: **COLORADO**

OVERVIEW:

Master Agreements have been established with a qualified awarded Supplier to provide Multi-Function Devices and Related Software, Services, and Cloud Solutions to eligible entities.

INITIAL TERM: 2 Years

RENEWALS: 3 Renewals of 1 Year each

TOTAL TERM POSSIBLE: 5 Years

PRODUCTS AND SERVICES:

Group A – Multi-Function Devices, A3
 Group B – Multi-Function Devices, A4
 Group C – Production Equipment
 Group D – Single Function Printers
 Group E – Large/Wide Format Equipment
 Group F – Scanners
 Group G – Software
 Group H – Consumable Supplies

Group I – Managed Print Services
 Sub-Group G1 – Software Related Services
 Sub-Group C1 – Standalone Production Devices
 Sub-Group C2 – Industrial Print Equipment
 Sub-Group D1 – Specialty Printers

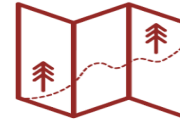
SUPPLIERS AWARDED:

1. Canon USA, Inc.
2. Epson America, Inc.
3. HP, Inc.
4. Konica Minolta Business Solutions USA, Inc.
5. Kyocera Document Solutions America, Inc.
6. Lexmark International, Inc.
7. Ricoh USA, Inc.
8. Sharp Electronics Corporation
9. Toshiba America Business Solutions
10. Xerox Corporation

KEY BENEFITS:

1. Nationwide Coverage
2. Multiple Supplier Award
3. Nine Incumbents Awarded, Minimizing Transition To New Suppliers
4. Pricing Guaranteed For The First Year Of The Master Agreement
5. OEM is now only restricted to Group A – MFD A3 Devices
6. All suppliers will be able to provide MPS on Groups A through F, regardless of which Groups they were awarded
7. Some Suppliers offer lease terms of up to 120 months for Group C
8. Sub-Groups for stand-alone production devices, industrial print equipment, and specialty printers are now included

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PRICING:

The new solicitation has produced a **minimum** discount rate of 2% for Non-OEM products up to a maximum discount rate of 78% for OEM products.

PROCUREMENT BACKGROUND:

The State of Colorado released the RFP for Multi-Function Devices and Related Software, Services, and Cloud Solutions on February 3, 2023. The Sourcing Team conducted individual evaluations from April 18, 2023, through June 1, 2023. The Team held in-person meetings on June 6, 7, and 8, 2023, in Denver, Colorado, to discuss and finalize the evaluation scores. An additional virtual meeting was held on June 15, 2023, to finalize award recommendations.

STATES ON SOURCING TEAM:

1. Colorado (lead state)
2. Connecticut (Evaluator)
3. Florida (Evaluator)
4. Hawaii (Evaluator)
5. Massachusetts
6. Utah (Evaluator)
7. Washington
8. Wyoming

SOLICITATION INFORMATION:

Type: Request for Proposal (RFP)

Solicitation Number: RFP-NP-23-001

Date Released: 02/03/2023

Date Closed: 04/14/2023

PUBLIC POSTING OF SOLICITATION:

Solicitation was Publicly Advertised from 02/03/2023 to 04/14/2023.

- Website Posted On: Colorado VSS
- Posting Link: <https://codpa-vss.cloud.cgifederal.com/webapp/PRDVSS2X1/AltSelfService;jsessionid=0000s2US4rzEVKL8ADz7JQR8pLT:1bpovg73l>
- Number of Days Solicitation was Publicly Posted: 70
- Number of Amendments Posted: 1

PUBLIC OPENING

Sealed responses were publicly opened in Denver, Colorado, on April 14, 2023, at 2:00 pm MT.



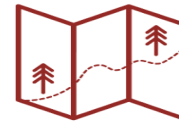
VENDOR RESPONSES:

- Number of Vendor Responses Received: 12
- Number of Non-Responsive Vendor Responses: 1
- Number of Vendor Responses Evaluated: 11

EVALUATIONS:

The due date to submit Responses was March 14, 2023. The evaluators reviewed and evaluated Proposals from March 14, 2023, through June 1, 2023, in their respective home states. The members of the Sourcing Team met in Denver on June 6, 7, and 8, 2023, to discuss and finalize scores and award recommendations. There was a final virtual meeting on June 15, 2023, to finalize award recommendation details.

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**EVALUATION CRITERIA:**

The Evaluation Team evaluated the technical components of each Proposal, while the Lead State evaluated the cost components of each Proposal.

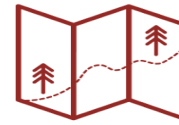
Technical Criteria Evaluation. Each evaluation committee member scored each technical evaluation factor on a 0-5 scale. After finalizing technical scores, each 0-5 evaluation factor was added together, averaged, and then multiplied by the relative weight below to create a final weighted score. Then, the weighted scores for each evaluation factor were added together to determine the score percentage for each Offeror.

The factors below were assigned the following relative weights:

- a) Ability to meet the Scope of Work requirements - 10%
- b) Dealer Engagement - 9%
- c) Useful Life and Legacy Equipment - 2%
- d) Performance Standards - 3%
- e) Customer Service - 8%
- f) Ordering Process - 6%
- g) Organizational Security - 2%
- h) Hard Drive Protocols - 3%
- i) Warranties - 6%
- j) Recycling and Trade-In Programs - 2%
- k) Supply Management - 2%
- l) Managed Print Services - 5%
- m) Promotion of the NASPO ValuePoint Master Agreement - 2%

Cost Evaluation (Groups). Offerors were able to offer products in each Group and were required to submit all newly manufactured devices in each segment of each Group in which they offered products. The Lead State pre-determined the segments within each Group that would be evaluated prior to proposal submission. The products were then compared and evaluated against one another per Buyer's Lab Inc.'s recommendation of comparable products. The lowest-priced product received the highest score, and all other products were then evaluated against it based on a percentage from low methodology. A score of 1-10 was assigned based on a pre-determined percent from low. This methodology was applied to each Group, resulting in a total of 182 models being evaluated. Then, those scores were averaged, resulting in the highest score receiving a 10 and all other scores being based on a percent from the highest total points. All overall scores were then averaged, and this score was then weighted for each vendor based on the number of segments each provided products in, with the vendor who offered products in the most segments being awarded the highest score. Below is an example of how this final weighted score was calculated:

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SEGMENT 5 (51-60) Color/B&W																	
Vendor	Model	MSRP	Discounted Price	% from low	Score	36 month FMV Payment	% from low	Score	36 month \$1 Buyout Payment	% from low	Score	TCO	% from low	Score	Total Points	% change from highest total points	Overall Score
Canon	DX C5860i	\$ 30,045.56	\$ 10,377.32	32.07%	7	\$ 511.13	30.54%	7	\$ 541.84	31.07%	7	N/A	N/A	N/A	7.00	30.00%	8
Epson	AM-C6000	\$ 29,080.00	\$ 10,723.06	34.26%	7	\$ 508.07	30.12%	7	\$ 538.95	30.70%	7	N/A	N/A	N/A	7.00	30.00%	8
HP	E87760DN	\$ 41,692.49	\$ 9,589.27	26.49%	8	\$ 376.54	5.72%	10	\$ 395.72	5.61%	10	N/A	N/A	N/A	9.33	6.67%	10
Konica	BiZHU8 C550i	\$ 37,810.00	\$ 9,805.55	28.11%	8	\$ 495.32	28.33%	8	\$ 502.38	25.65%	8	N/A	N/A	N/A	8.00	20.00%	9
Kyocera	TASKalfa 6054ci	\$ 23,409.00	\$ 7,049.28	0.00%	10	\$ 355.02	0.00%	10	\$ 373.51	0.00%	10	N/A	N/A	N/A	10.00	0.00%	10
Lexmark	XC9455	\$ 24,703.23	\$ 16,431.18	57.10%	5	\$ 629.59	43.61%	6	\$ 664.42	43.78%	6	N/A	N/A	N/A	5.67	43.33%	7
Ricoh	IM C6000	\$ 29,079.00	\$ 10,611.50	33.57%	7	\$ 466.67	23.93%	8	\$ 484.93	22.98%	8	N/A	N/A	N/A	7.67	23.33%	8
Sharp	BP-70C55	\$ 24,715.00	\$ 8,168.65	13.70%	9	\$ 460.92	22.98%	8	\$ 466.31	19.90%	9	N/A	N/A	N/A	8.67	13.33%	9
Toshiba	ESTUDIO5525AC	\$ 35,208.00	\$ 8,251.31	14.57%	9	\$ 369.09	3.81%	10	\$ 394.42	5.30%	10	N/A	N/A	N/A	9.67	3.33%	10
Xerox	C8155H2	\$ 33,640.00	\$ 12,764.00	44.77%	6	\$ 506.23	29.87%	8	\$ 538.90	30.69%	7	N/A	N/A	N/A	7.00	30.00%	8

PERCENT FROM LOW BID SCORING KEY:	10	9	8	7	6	5	4	3	2	1
	0% - 9.99%	10% - 19.99%	20% - 29.99%	30% - 39.99%	40% - 49.99%	50% - 59.99%	60% - 69.99%	70% - 79.99%	80% - 89.99%	90+%

PERCENT FROM HIGHEST TOTAL POINTS SCORING KEY:	10	9	8	7	6	5	4	3	2	1
	0% - 10.99%	11% - 21.99%	22% - 32.99%	33% - 43.99%	44% - 54.99%	55% - 65.99%	66% - 76.99%	77% - 87.99%	88% - 98.99%	99+%

Vendor	Number of Segments Offered & Number of	Total Score	Weighted Score (FINAL)
Canon	11 / 5	8.20	7.52
Epson	5 / 3	8.33	3.49
HP	10 / 5	9.00	7.51
Konica	12 / 5	8.80	8.80
Kyocera	12 / 5	10.00	10.00
Lexmark	5 / 3	8.00	3.35
Ricoh	12 / 5	7.80	7.80
Sharp	12 / 5	8.40	8.40
Toshiba	12 / 5	9.20	9.20
Xerox	10 / 5	7.60	6.34

12 Segments in Group A

12 = 100; 11 = 91.7; 10 = 83.4; 9 = 75.1; 8 = 66.8; 7 = 58.5; 6 = 50.2; 5 = 41.9; 4 = 33.6; 3 = 25.3; 2 = 17; 1 = 8.7

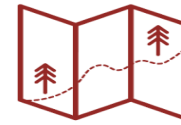
Cost Evaluation (MPS). Offerors were able to submit pricing for MPS based on required services, which include implementation, remote device monitoring, end-user support, account management, and cost-per-click rates. Pricing for each Offeror was then compared against one another based on an average blended rate and a hypothetical number of clicks per month, number of units, and number of hours for end-user support. These calculations resulted in a total monthly amount billed. The Offeror with the lowest price received the highest score of 5, and all other Offerors received scores based on a percentage from low bid methodology. Below is the result of the MPS evaluation:

Vendor	Blended Click Rate (Average)	Clicks Per Month	Total Billed Clicks Per Month	Number of Units	Implementation (Price Per Unit)	Implementation Total Cost	Remote Device Monitoring (Price Per Unit)	Remote Device Monitoring Total Cost	Job Accounting (Price Per Unit)	Job Accounting Total Cost	End-User Support (Price Per Hour)	Number of Hours Per Month (End User Support)	End-User Support Total Cost	Account Management (Price Per Unit)	Account Management Total Cost	Total Amount Billed
Canon	0.1028	500,000	\$ 51,385.71	300	INCL	N/A	INCL	N/A	INCL	N/A	INCL	20	N/A	INCL	N/A	\$ 51,385.71
Epson	0.1086	500,000	\$ 54,285.71	300	\$ 100.00	\$ 30,000.00	\$ 5.00	\$ 1,500.00	INCL	N/A	\$ 300.00	20	\$ 6,000.00	INCL	N/A	\$ 91,785.71
HP	0.0434	500,000	\$ 21,715.71	300	INCL	N/A	INCL	N/A	INCL	N/A	INCL	20	N/A	INCL	N/A	\$ 21,715.71
Konica	0.1075	500,000	\$ 53,764.29	300	INCL	N/A	INCL	N/A	\$ 5.64	\$ 1,692.00	INCL	20	N/A	INCL	N/A	\$ 72,556.29
Kyocera	0.0500	500,000	\$ 25,000.00	300	\$ 11.00	\$ 3,300.00	\$ 0.11	\$ 33.00	INCL	N/A	\$ 150.00	20	\$ 3,000.00	\$ 125.00	\$ 37,500.00	\$ 68,833.00
Lexmark	0.0448	500,000	\$ 22,407.14	300	\$ 499.00	\$ 149,700.00	\$ 1.30	\$ 390.00	INCL	N/A	\$ 130.00	20	\$ 2,600.00	\$ 7.91	\$ 2,373.00	\$ 177,470.14
Ricoh	0.0622	500,000	\$ 31,107.14	300	\$ 40.00	\$ 12,000.00	\$ 6.10	\$ 1,830.00	N/A	N/A	\$ 225.00	20	\$ 4,500.00	INCL	N/A	\$ 49,437.14
Sharp	0.0584	500,000	\$ 29,178.57	300	\$ 5.00	\$ 1,500.00	\$ 5.00	\$ 1,500.00	INCL	N/A	\$ 100.00	20	\$ 2,000.00	\$ 5.00	\$ 1,500.00	\$ 35,678.57
Toshiba	0.0944	500,000	\$ 47,214.29	300	INCL	N/A	INCL	N/A	INCL	N/A	INCL	20	N/A	INCL	N/A	\$ 47,214.29
Xerox	0.0829	500,000	\$ 41,428.57	300	\$ 56.76	\$ 17,028.00	\$ 7.32	\$ 2,196.00	INCL	N/A	INCL	20	N/A	\$ 9.48	\$ 2,844.00	\$ 63,496.57

Vendor	Total Amount Billed	% from low	Total Score
Canon	\$ 51,385.71	57.74%	3
Epson	\$ 91,785.71	76.34%	2
HP	\$ 21,715.71	0.00%	5
Konica	\$ 72,556.29	70.07%	3
Kyocera	\$ 68,833.00	68.45%	3
Lexmark	\$ 177,470.14	87.76%	2
Ricoh	\$ 49,437.14	56.07%	3
Sharp	\$ 35,678.57	39.14%	4
Toshiba	\$ 47,214.29	54.01%	3
Xerox	\$ 63,496.57	65.80%	3

PERCENT FROM LOW BID SCORING KEY:	5	4	3	2	1
	0% - 24.99%	25% - 49.99%	50% - 74.99%	75% - 99.99%	100+%

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SCORING AND AWARD:

It was anticipated that this RFP would result in multiple Master Agreement awards. Awards were determined by Group:

Each Group and MPS cost score was added to the technical score for each Offeror to determine the final score for that Group. Total scores were represented by a percentage, with 100% being the highest possible score. Awards were determined by looking for a natural break in the scoring; however, in several instances, there were no natural breaks, or the natural break would have resulted in only one or two Offerors receiving an Award. In such cases, the Sourcing Team's decision was based on the collective interest of the Participating States since restricting the number of Awards in each Group would have precluded Purchasing Entities from upgrading devices or acquiring new products. The following represents the total scores that each of the Offerors received (green represents what each Offeror was awarded, and red represents no award for that Group):

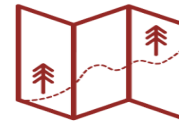
	Canon	Epson	HP	Konica	Kyocera	Lexmark	OPEX	Ricoh	Sharp	Toshiba	Xerox
COMBINED SCORE - GROUP A (Max 100%)	69.60%	50.41%	74.27%	74.30%	77.04%	51.06%	NO BID	69.09%	72.33%	75.10%	67.94%
COMBINED SCORE - GROUP B (Max 100%)	65.89%	47.61%	82.98%	52.35%	59.12%	59.60%	NO BID	56.14%	54.65%	54.63%	66.78%
COMBINED SCORE - GROUP C (Max 100%)	69.18%	44.50%	NO BID	68.00%	43.79%	NO BID	NO BID	73.29%	55.53%	49.90%	65.70%
COMBINED SCORE - GROUP D (Max 100%)	54.45%	52.20%	73.25%	52.04%	56.04%	62.29%	NO BID	62.58%	58.78%	52.11%	58.87%
COMBINED SCORE - GROUP E (Max 100%)	53.68%	49.15%	58.17%	49.24%	50.23%	NO BID	NO BID	50.54%	NO BID	47.49%	54.50%
COMBINED SCORE - GROUP F (Max 100%)	73.91%	68.82%	77.59%	70.62%	NO BID	NO BID	39.56%	68.92%	73.27%	54.73%	64.33%

The determination for the Award of each Group was based on the following rationale:

Group A: The scores ranged from 50.41% to 77.04%. The difference between the lowest score (50.41%) and the next lowest score (51.06%) was less than 1%, whereas the difference between 51.06% and the next lowest score of 67.94% was approximately 17%. This represented the largest spread among all 10 scores and, therefore, the natural break, so it was determined that Epson and Lexmark would not receive an Award for this Group.

Group B: The scores ranged from 47.61% to 82.98%. Although HP's score was the clear outlier and represented a natural break in the scoring, the Team decided that it would not be in the best interest of the Participating States to only award Group B to HP, given that numerous Purchasing Entities have Group B devices in large MPS fleets from current vendors, and this would prevent those vendors from upgrading or placing new devices for customers. Therefore, the Team analyzed the remaining 9 scores, which ranged from 47.61% to 66.78%. While an argument could have been made to Award to Canon (65.89%) and Xerox (66.78%) only since all other Offeror's scores were below 60%, the Team again determined that only awarding to three vendors would not be in the best interest of the users. The team then decided that all Offerors who scored in the 50 percentile would receive an Award, which left the Team to determine whether or not Epson should be eliminated from consideration. Ultimately, because Epson's score of 47.61% was only 4.74% away from the next highest score (Konica at 52.35%), and Canon's score of 65.89% was 6.29% away from the next highest score of 59.60% (Lexmark), it was decided that the fair and equitable decision would to be also Award Epson Group B.

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Group C: The scores ranged from 43.79% to 73.29%. It was determined that the natural break in the scoring occurred with Xerox's score of 65.70% since the next lowest score represented a more than 10% spread. Therefore, only Canon, Konica, Ricoh, and Xerox were awarded Group C.

Group D: The scores ranged from 52.04% to 73.25%. Although HP's score was the clear outlier and represented a natural break in the scoring, the Team determined that it would not be in the best interest of the Participating States to only award Group D to HP, given that numerous Purchasing Entities have removed to remote work environments, and thus, there has been an increase in demand for single-function printers in home-office environments. Therefore, the Team analyzed the remaining 9 scores, which ranged from 52.04% to 62.58%, and determined that all 10 vendors would receive an Award for this Group since the spread among the scores was only slightly more than 10%, which resulted in no natural break.

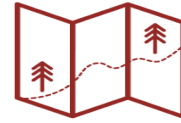
Group E: The scores ranged from 49.15% to 58.17%, which resulted in no natural break among the scores; therefore, it was determined that all vendors who submitted a response for Group E would receive an Award.

Group F: The scores ranged from 39.56% to 77.59%. OPEX was a clear outlier in this Group, so it was determined they would not receive an Award. The next lowest score of 54.73% was almost 10% away from Xerox's score of 64.33%, so it was determined that Toshiba would also not receive an Award for this Group since the difference between Xerox's score and the next highest score of 68.82% was only slightly more than 4%. Because Xerox, Canon, Epson, HP, Konica, Ricoh, and Sharp all had scores in the 60th and 70th percentile, the Team determined that these vendors would be awarded Group F.

Based on the RFP award methodology, awards were made to Offerors in the Groups listed in the chart below. Further, all Offerors receiving Awards are also able to provide MPS for any Group, BUT only place devices in the Groups in which they were Awarded:

GROUP A	GROUP B	GROUP C	GROUP D	GROUP E	GROUP F
CANON	CANON	CANON	CANON	CANON	CANON
HP	EPSON	KONICA	EPSON	EPSON	EPSON
KONICA	HP	RICOH	HP	HP	HP
KYOCERA	KONICA	XEROX	KONICA	KONICA	KONICA
RICOH	KYOCERA		KYOCERA	KYOCERA	RICOH
SHARP	LEXMARK		LEXMARK	RICOH	SHARP
TOSHIBA	RICOH		RICOH	TOSHIBA	XEROX
XEROX	SHARP		SHARP	XEROX	
	TOSHIBA		TOSHIBA		

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XEROX

XEROX

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**Enterprise Alternate Contract Source (ACS)
No. 44100000-24-NASPO-ACS**

**For
Multi-Function Devices, Copiers, and Related Software and Services**

This Enterprise Alternate Contract Source No. **44100000-24-NASPO-ACS for Multi-Function Devices, Copiers, and Related Software and Services** ("Term Contract"), is between the **Department of Management Services** ("Department"), an agency of the State of Florida, located at 4050 Esplanade Way, Tallahassee, FL 32399; and **Konica Minolta Business Solutions U.S.A., Inc.** ("Contractor"), located at 100 Williams Drive, Ramsey, NJ, 07446; collectively referred to herein as the "Parties."

WHEREAS, section 287.042(16), Florida Statutes (F.S.) authorizes the Department to evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services.

WHEREAS, the Lead State of Colorado through NASPO, competitively procured Multi-Function Devices and Related Software, Services, and Cloud Solutions and executed contract No. Master Contract No. 187962, Multi-Function Devices and Related Software, Services, and Cloud Solutions ("Master Contract"), with the Contractor; and

WHEREAS, pursuant to section 287.042(16), F.S., the Secretary evaluated the Master Contract and determined that use of the Master Contract is cost-effective and the best value to the state.

NOW THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term and Effective Date.

The Master Contract became effective on August 1, 2024, and its term currently ends on July 31, 2026. The Master Contract has three (3) years of renewals available. This Term Contract will become effective on August 1, 2024 or on the date signed by all Parties, whichever is later. This Term Contract will expire on July 31, 2026 unless terminated earlier or renewed in accordance with Exhibit B, Enterprise Standard Terms and Conditions.

2. Order of Precedence.

This contract document and the attached exhibits constitute the Term Contract and the entire understanding of the Parties. This contract document, Exhibits A, B, C, and D constitute the Participating Addendum to the Master Contract and modify or supplement the terms and conditions of the Master Contract. All exhibits listed below are incorporated into this Term

**Enterprise Alternate Contract Source (ACS)
No. 44100000-24-NASPO-ACS
For
Multi-Function Devices, Copiers, and Related Software and Services**

Contract by reference herein. In the event of a conflict, the following order of precedence shall apply:

- a) This contract document
- b) Exhibit A, Additional Terms and Conditions to the Enterprise Contract
- c) Exhibit B, Enterprise Standard Terms and Conditions
- d) Exhibit C, PUR 7801
- e) Exhibit D, Florida Post-Hoc Lease-Cancellation (FLPL) Schedule for Konica Minolta Business Solutions, U.S.A., Inc.
- f) Exhibit E, Master Contract (including any amendments to the Master Contract made prior to the effective date of this Term Contract and any subsequent amendments to the Master Contract that are added to this Term Contract in accordance with the Modifications Section listed below)

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

3. Purchases off this Contract.

Upon execution of this Term Contract, agencies, as defined in section 287.012, F.S., may purchase products and services under this Term Contract. Any entity making a purchase off of this Term Contract acknowledges and agrees to be bound by the terms and conditions of this Term Contract. The Contractor shall adhere to the terms included in any contract or purchase orders issued pursuant to this Term Contract.

4. Primary Contacts.

Department's Contract Manager:

Christopher McMullen
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399
Telephone: (850) 922-9867
Email: christopher.mcmullen@dms.fl.gov

Contractor's Contract Manager:

Sunny Kim
Konica Minolta Business Solutions U.S.A., Inc.
1595 Spring Hill Road, Suite 140
Vienna, VA 22182
Phone: 703-760-3588
Email: skim@kmbs.konicaminolta.us

**Enterprise Alternate Contract Source (ACS)
No. 44100000-24-NASPO-ACS
For
Multi-Function Devices, Copiers, and Related Software and Services**

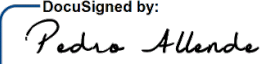
Either party may notify the other by email of a change to a designated Contract Manager providing the contact information for the newly designated contact, and such notice is sufficient to effectuate this change without requiring a written amendment to the Term Contract.

5. Modifications.

Unless otherwise stated in the Term Contract, any amendments to this Term Contract must be in accordance with Exhibit B, Enterprise Standard Terms and Conditions. If amendments are made to the Master Contract after the effective date of this Term Contract, the Contractor shall: 1) notify the Department of such amendments; and 2) provided the Department is amenable to incorporating the amendments into this Term Contract, enter into a written amendment with the Department in accordance with Exhibit B, Enterprise Standard Terms and Conditions.

IN WITNESS THEREOF, the Parties hereto have caused this Term Contract to be executed by the undersigned duly authorized undersigned officials.

State of Florida:
Department of Management Services

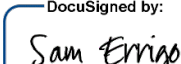
By: 
C84713929499465...

Name: Pedro Allende

Title: Secretary

Date: 11/26/2024 | 2:35 PM EST

Contractor:
Konica Minolta Business Solutions U.S.A., Inc.

By: 
3F266CD97B1B4B0...

Name: Sam Errigo

Title: CEO

Date: 11/26/2024 | 9:09 AM EST



EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS TO THE ENTERPRISE CONTRACT

The Contractor and Customers acknowledge and agree to be bound by the terms and conditions of the Term Contract, which includes the Enterprise Standard Terms and Conditions and these Additional Terms and Conditions to the Enterprise Contract.

The following subsections are added to the Enterprise Standard Terms and Conditions (Exhibit B):

SECTION 18: PUNCHOUT CATALOG AND ELECTRONIC INVOICING.

The Contractor is encouraged to provide a MFMP punchout catalog. The punchout catalog provides an alternative mechanism for suppliers to offer the State access to Products awarded under the Term Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time Product inventory/availability information.

Through utilization of the punchout catalog model, a Florida buyer will "punch out" to a supplier's website. Using the search tools on the supplier's Florida punchout catalog site, the user selects the desired Products. When complete, the user exits the supplier's punchout catalog site and the shopping cart (full of Products) is "brought back" to MFMP. No orders are sent to a supplier when the user exits the supplier's punchout catalog site. Instead, the chosen Products are "brought back" to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding/editing the Products (i.e., line items) in the purchase order. An order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the order details.

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

1) EDI (Electronic Data Interchange)

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

2) PO Flip via AN

This online process allows Contractors to submit invoices via the AN for catalog and non-

catalog goods and services. Contractors have the ability to create an invoice directly from their inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

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

SECTION 19: FINANCIAL CONSEQUENCES.

Failure to comply with the requirements of the Term Contract will result in the imposition of financial consequences. The following financial consequences will apply for the Contractor's failure to meet the performance metric standard and due date corresponding with the deliverables under the Term Contract. The Customer and the Contractor may agree to add additional Financial Consequences on an as-needed basis beyond those stated herein to apply to that Customer's resultant contract or purchase order. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Term Contract termination or nonrenewal, when the Contractor has failed to comply with the provisions of the Term Contract.

The financial consequences below will be paid and received by the Department of Management Services within 30 calendar days from the due date specified by the Department. These financial consequences below are individually assessed for failures over each target period beginning with the first full month or quarter of the Term Contract performance and every month or quarter, respectively, thereafter.

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Financial Consequences Chart

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

No favorable action will be considered when Contractor has outstanding Term Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation owed to the Department or Customer, to include fees / monies, that are required under this Term Contract.

SECTION 20: LEASE AGREEMENTS.

- Equipment leases are subject to the Terms and Conditions as set forth in the NASPO Master Agreement, Exhibit A, Section III A-F, except as provided in subsection g., "Early Termination for Convenience of Straight Leases."
- Contract users will not sign lease agreements. The purchase document referencing Master Agreement number 187962 and Contract number 44100000-24-NASPO-ACS will be sufficient.
- To initiate a lease, Purchasing Entity may issue a Purchase Order ("PO") and reference the type of lease (FMV, Capital Lease or Straight Lease) on the PO or may simply sign other transactional documents deemed acceptable to the parties.
- Assignment: Contractor may assign, solely for financing purposes, upon written notification to and subsequent approval by the State of Florida, their right title and interest in and to: (i) the Products subject to the Lease Agreement; (ii) all payments and other amounts due and to

become due thereunder with respect to the Products; and (iii) all rights and remedies under this Contract with respect to the Products, such payments and other amounts due. Any such assignment, however, does not excuse Contractor from fulfilling their obligations outlined in the terms and conditions of either the NASPO ValuePoint Master Contract #187962 or the Contract. Contractor intends to assign, solely for financing purposes, rights as set forth immediately above and this paragraph constitutes the required written notification to the State of Florida.

All lease programs must remain with the Contractor, Contractor's leasing partners, or third-party financial institutions throughout the term of the agreement.

- e. End of Term Notification: Contractor must notify a Purchasing Entity, in writing, of their End of Term options at least sixty (60) to ninety (90) days prior to the end of any Initial Lease Term. Such notification may include, but not be limited to, the following:
 - i. Any acquisition or return options, based on the type of lease agreement;
 - ii. Any renewal options, if applicable; and/or
 - iii. Hard drive removal and surrender cost, if applicable.
- f. End of Term Options: If a Purchasing Entity desires to exercise a purchase, renewal, or return of the Equipment, it shall give Contractor at least thirty (30) days written notice prior to the expiration of such lease term. Notwithstanding anything to the contrary, if Purchasing Entity fails to notify Contractor of its intent with respect to the exercise of a purchase, renewal, or return of the Equipment, the Initial Lease Term shall be terminated on the date as stated in the Order and removal of the Product will be mutually arranged.
- g. Early Termination for Convenience of Straight Leases: If a Purchasing Entity terminates a Straight Lease for convenience, the Purchasing Entity must pay, within a maximum of 60 calendar days after the requested termination, the difference of rates between the Straight Lease period which was selected at the time of order and the longest Straight Lease term which was fulfilled multiplied by the number of months the Purchasing Entity held the device.

For example: a Purchasing Entity leases item number A7AK019 at a price of \$1,796.31 for the 60-month Straight Lease rate of 0.02530 times \$1,796.31, or \$45.45 per month, but wishes to Terminate for Convenience after 33 months. The Purchasing Entity will pay the difference calculated by taking the Rate of the longest Straight Lease term which was fulfilled (in this instance, the 24-month rate, which is 0.05540) times the number of months the device was held by the Purchasing Entity (33) times the price of the Unit (\$1,796.31), and then subtracting from that number the payments already made. In this instance, the payment calculation would be $(0.05540 * 33 * 1,796.31) - (0.02480 * 33 * 1,796.31) = (3,284.01) - (1,470.10) = \$1,813.91$.

If a Purchasing Entity wishes to terminate a Straight Lease for convenience before the term of the shortest Straight Lease offered by the Contractor, the Purchasing Entity will convert the Straight Lease to the Florida Post-Hoc Lease-Cancellation Rate (FLPL Rate) and pay, within a maximum of 60 calendar days after the requested termination, the difference between the rate of the Straight Lease period which was selected by the Purchasing Entity at the time of

order and the FLPL Rate multiplied by the number of months the Purchasing Entity held the device.

For example: a Purchasing Entity leases item number A7AK019 at a price of \$1,796.31 for the 60-month Straight Lease rate of 0.02530 times \$1,796.31, or \$45.45 per month, but wishes to Terminate for Convenience after 12 months. The Purchasing Entity will pay the difference calculated by taking the FLPL Rate (0.1000) times the number of months the device was held by the Purchasing Entity (12) times the price of the Unit (\$1,796.31), and then subtracting from that number the payments already made. In this instance, the payment calculation would be $(0.1000 * 12 * 1,796.31) - (0.02480 * 12 * 1,796.31) = (2,155.57) - (534.58) = \$1,620.99$.

SECTION 21: PRODUCT INSTALLATION & INVOICING.

Unless otherwise agreed to by both parties, signing the delivery and acceptance ("D&A") certificate constitutes Acceptance of the Device(s) and allows Contractor to invoice for the Device(s). Failure to sign the D&A or reject the Device(s) within the foregoing five (5) day period shall be deemed as Acceptance by the Purchasing Entity.

Contractor will provide timely billing and Purchasing Entity will notify Contractor, in writing, of any billing concern. In order for Contractor to generate accurate service invoices, Purchasing Entities shall provide meter reads within the Contractor(s) requested timeframe.

Invoices that are generated without receiving the proper meter-read information from the Purchasing Entity will not be considered inaccurate.

The Purchasing Entity shall provide written notice of any alleged invoicing issue(s) and the Contractor will be allowed a thirty (30) day cure period to address any such issue. Failure on the Contractors part to maintain accurate meter read invoicing shall result in a \$25.00 per instance credit on the following month's service invoice.

SECTION 22: NOT SPECIFICALLY PRICED ("NSP") OPEN MARKET ITEMS.

Not Specifically Priced (NSP) items compliment or enhance the Products and/or Services offered under the resulting Master Contract, and may be purchased as a stand-alone option. NSP items will not include:

- i. Interactive White boards;
- ii. Computers, monitors, or other related items;
- iii. Fax machines;
- iv. Kiosks
- v. Overhead Projectors; and
- vi. Cameras.

NSP items may only be acquired through the Contractor or their Authorized Dealers and must be reported quarterly with all other sales under the resulting Master Contract. NSP items must be priced at a minimum discount of 15% from MSRP or List Price. The maximum allowable amount of all NSP items in a single Order shall be determined by the Participating State or Entity.

SECTION 23: SHOWROOM EQUIPMENT.

Upon request by a Purchasing Entity, showroom Equipment for Groups A and B may be converted to a purchase, lease, providing the following conditions are met:

- a. The meter count on Group A and Group B Devices does not exceed 10,000 copies total (i.e. b&w and color combined); and
- b. The Device must be discounted by at least 5% off the Master Contract pricing for that same Device; and
- c. The Purchasing Entity and the Contractor must indicate on the Order that the Device is a showroom model.

SECTION 24: SOFTWARE.

Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software. Software subscriptions shall not be subject to automatic renewals, unless otherwise agreed to in an Order. Purchasing Entities shall have the option to finance software subscriptions by utilizing Contractor lease rates. Notwithstanding the foregoing, in the event of a conflict in language between an end user license agreement (EULA) and the Master Contract, the language in the Master Contract will supersede and control, unless otherwise agreed to by a Participating State or Entity. In addition, any language in a EULA which violates a Participating State's constitution or a statute of that state; or violates the laws of a local entity making a purchase, will be deemed void, and of no force or effect.

SECTION 25: MAINTENANCE SERVICE LEVEL AGREEMENTS.

Purchasing Entities are subject to the Contractor's Standard Service Levels as outlined in the Master Contract, Contractor's Supplemental Documents, or as otherwise negotiated by the Participating State or Entity.

SECTION 26: MANAGED PRINT SERVICES ("MPS") LEVEL AGREEMENT.

Purchasing Entities are subject to the Contractor's "Konica Sample MPS Statement of Work" provided in Master Contract as Attachment 15, or a similar format approved by both parties. Contractor may not provide MPS maintenance or repair Services on any Devices that are being leased or rented to a Purchasing Entity by another Manufacturer, unless they have a written agreement with the Manufacturer to do so. All MPS engagements shall require the Contractor and Purchasing Entity to complete a detailed statement of work, which must be approved by both parties prior to the initiation of any engagement

SECTION 27: CONTRACT PRODUCT OFFERINGS.

The following Products and Services are included in this contract portfolio:

- Group A – MFD, A3
- Group B – MFD, A4
- Group C – Production Equipment
- Group D – Single-function Printers
- Group E – Large/Wide Format Equipment
- Group F – Scanners
- Group G – Software
- Group H – Consumable Supplies
- Group I - Managed Print Services (MPS)
- Sub-Group G1 – Software Related Services
- Sub-Group C1 – Standalone Production Devices
- Sub-Group C2 – Industrial Print Equipment
- Sub-Group D1 – Specialty Printers
- Accessories for Discontinued Base Units
- Maintenance Services for new, remanufactured, refurbished, and legacy devices

The corresponding subsections of the Enterprise Standard Terms and Conditions (Exhibit B) referenced below are replaced in their entirety with the following:

Section 5.2: Purchase Submission.

For any purchases off the Term Contract, either the contract (as defined in Rule 60A-1.001, F.A.C.) must be executed between the Customer and Contractor, or the purchase order (as defined in Rule 60A-1.001, F.A.C.) must be issued by the Customer to the Contractor, no later than the last day of the Term Contract's term to be considered timely. Contracts executed, or purchase orders issued, after the last day of the Term Contract's term shall be considered void.

All orders should contain the following:

- (1) "PO subject to NASPO ValuePoint Master Contract #187962 & State Contract #44100000-24-NASPO-ACS"
- (2) Purchaser's Address, Contact, & Phone-Number
- (3) Purchase order amount
- (4) Type of Lease and monthly payment
- (5) Itemized list of accessories
- (6) Service program and rates
- (7) Attached SOW Template if applicable.

Section 7.4.1: Subcontractors.

The Contractor will not subcontract any work under the Term Contract without prior written consent of the Department. The Contractor shall obtain prior written consent using the process identified on the Department's website: [Subcontractor/Dealer/Reseller Forms / Vendor Resources / State Purchasing / Business Operations - Florida Department of Management Services \(myflorida.com\)](#)

The use of the term "subcontractor" may refer to affiliates, resellers, dealers, distributors, partners, teammates, and all other third parties utilized by the Contractor at any tier under the Term Contract. The Contractor is responsible for ensuring that its subcontractors providing commodities and performing services in furtherance of the Term Contract do so in compliance with the terms and conditions of the Term Contract. By execution of a Contract, the Contractor acknowledges that it will not be released of its contractual obligations to the Department or state agencies because of any failure of an affiliate, partner, subcontractor, reseller, distributor, or dealer. The Contractor is responsible for ensuring that its affiliates, partners, subcontractors, resellers, distributors, and dealers providing commodities and performing services in furtherance of the Contract do so in compliance with the terms and conditions of the Contract. The Contractor is fully responsible for satisfactory completion of all work performed under the Contract.

All Contractors and resellers authorized in the State of Florida are listed in the Contractor's Authorized Dealer List, which is available on the NASPO ValuePoint website, and in the Contractor's Authorized Resellers List, which is available on the DMS State Contracts and Agreements website, and are approved to provide sales and service support, to participants in the NASPO ValuePoint Master Contract. The Contractor's dealer participation will be in accordance with the terms and conditions set forth in the Master Contract and this Contract.

Section 10.7 Indemnification.

For any and all third-party claims, actions, demands, liabilities, and expenses of any kind which are caused by, related to, growing out of or happening in connection with the Term Contract (including any determination arising out of or related to the Term Contract that the Contractor or its employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Department or State), the Contractor shall be fully liable for the actions of its employees, subcontractors, and agents and shall fully indemnify, defend, and hold harmless the Department and the State (including each of their current and former officers, agents, and employees) for any and all loss, damage, injury, costs, reasonable expenses, or other casualty to person or property to the extent caused by Contractor's negligence or greater culpability. Without limiting this indemnification requirement, the Department may provide the Contractor (i) written notice of any action or threatened action, (ii) the opportunity to take over and settle or defend any such action at the Contractor's sole expense, and (iii) assistance in defending the action at the Contractor's sole expense. The above indemnity requirement does not apply to that portion of any loss or damages proximately caused by the negligent act or omission of the Department or the State. Nothing herein is intended to act as a waiver of the Department's or State's sovereign immunity or to be deemed consent by the Department or State or its subdivisions to suit by third parties.

SECTION 13. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. "State of Florida data" means data collected by, transmitted from, created for, or provided by the Department or the Customer. The Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a Security Incident involving State of Florida data, the Contractor shall give notice to the Customer and the Department within three (3) business days of becoming aware of the Security Incident. "Security Incident" for purposes of this section will refer to an actual or imminent threat of a violation of information technology resources, security, policies, or practices, unauthorized access of State of Florida data, or occurrences that compromise the confidentiality, integrity, or availability of State of Florida data. An imminent threat refers to a situation in which the Contractor has a factual basis for believing that a specific incident is about to occur. Once a data breach has been contained, the Contractor must provide the Department and the Customer with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other current state and federal rules and regulations regarding security of information.

For purposes of this Contract, the corresponding subsections of the PUR 1000 referenced below are replaced in their entirety with the following:

Section 5, subsection h.: Risk of Loss.

Until acceptance, the risk of loss or damage will remain with the Contractor. The Contractor shall file, process, and collect all damage claims. To assist the Contractor with damage claims, the Customer shall (i) record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; (ii) report damages to the carrier and the Contractor; and (iii) provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. If the Customer rejects a Product, the Contractor shall remove it from the premises within thirty (30) Business Days after notification of rejection. Upon rejection notification, the risk of loss of a rejected or nonconforming Product will remain with the Contractor. Rejected Product not removed by the Contractor within thirty (30) Business Days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of it as its own property. The Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of a rejected Product.

Section 8, subsection g.: Limitation of Liability.

For all claims against the Contractor under the Contract, and regardless of the basis on which the claim is made, the Contractor's aggregate liability for direct damages under the Contract will be limited to the greater of \$250,000 or in aggregate one and one-half (1.5) times the total payments made by the State to Contractor for the products or services in question in the twelve (12) months

immediately preceding the first occurrence of the event giving rise to such liability. This limitation will not apply to any claim arising under an indemnity provision of the Contract or any provision of the Contract relating to insurance required to be provided by the Contractor. Unless otherwise specifically enumerated in the Contract, no party will be liable to the other for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party will be liable for lost profits, lost revenue, or lost institutional operating savings.

For damages other than those excluded in the preceding paragraph, the Customer's liability is limited to: 1) if the damage is the Customer's failure to pay amounts due to the Contractor for Products received and accepted by the Customer pursuant to the Contract, then only the amount due for such Products and any interest owed under section 215.422, F.S.; or 2) in the event the damage is not related to the Customer's failure to comply with the payment provisions of the Contract, to the maximum of the limited waiver of sovereign immunity provided for in section 768.28, F.S.

EXHIBIT B



ENTERPRISE STANDARD TERMS AND CONDITIONS

These Enterprise Standard Terms and Conditions set forth the terms and conditions regarding the administration of the Term Contract, including the provision of Products to Customers. Customer specific terms for purchases off this Term Contract shall be set forth in the Customer specific agreement.

SECTION 1. DEFINITIONS

Capitalized terms used herein are defined as follows:

“Attachments” means the attachments, addenda, schedules, exhibits, and other documents, however so titled, attached hereto or incorporated by reference herein.

“Business Days” means Monday through Friday, inclusive, excluding State holidays specified in section 110.117, Florida Statutes (“F.S.”).

“Contractor” means the person or entity that is a party to the Term Contract and is offering Products for purchase.

“Customer” means the agency, as defined in section 287.012, F.S., or eligible user, as defined in Rule 60A-1.001, Florida Administrative Code (“F.A.C.”), that makes a purchase off the Term Contract. For the avoidance of doubt, this also includes the Department when it purchases off the Term Contract.

“Department” means the Department of Management Services, an agency as defined in section 287.012, F.S., responsible for the administration of this Term Contract.

“Enterprise Alternate Contract Source” means a contract authorized pursuant to section 287.042(16), F.S., or approved pursuant to section 287.057(3)(b), F.S., for statewide use.

“Product” means any deliverable under the Term Contract, which may include commodities and contractual services, as each is defined in section 287.012, F.S. “Product” does not include, and no State funding under the Term Contract is being provided for, promoting, advocating for, or providing training or education on “Diversity, Equity, and Inclusion” (“DEI”). DEI is any program, activity, or policy that classifies individuals on the basis of race, color, sex, national origin, gender identity, or sexual orientation and promotes differential or preferential treatment of individuals on the basis of such classification, or promotes the position that a group or an individual’s action is inherently, unconsciously, or implicitly biased on the basis of such classification.

“State” means the State of Florida

“State Term Contract” means a term contract that is competitively procured by the department pursuant to section 287.057, F.S. and that is used by agencies and eligible users pursuant to section 287.056, F.S.

“Term Contract” means the legally enforceable term contract, as defined in section 287.012, F.S., between the Department and Contractor to which these Enterprise Standard Terms and Conditions apply, including all Attachments thereto. The Term Contract is either a State Term Contract or an Enterprise Alternate Contract Source.

SECTION 2. CONTRACT AMENDMENT

2.1 Amendment. The Term Contract contains all the terms and conditions agreed upon by the parties. Unless otherwise stated in Term Contract, the Term Contract may only be amended upon mutual written agreement signed by the parties. No oral agreements or representations will be valid or binding upon the Department or the Contractor. Unless explicitly agreed to by the Department in the Term Contract, no unilateral alteration or modification of the Term

Contract terms, including substitution of Product, will be valid or binding against the Customer.

The Department and Contractor may modify the Term Contract to alter, add to, or deduct from the Term Contract specifications, provided that such changes are within the general scope of the Term Contract. The parties may make an equitable adjustment in the Term Contract price or delivery date if the change affects the cost or time of performance.

SECTION 3. CONTRACT CONSTRUCTION AND ADMINISTRATION

3.1 Construction. Unless the context requires otherwise, (i) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation;" (ii) the word "or" is not exclusive; and (iii) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to the Term Contract as a whole, inclusive of all Attachments. Unless the context requires otherwise, references herein to (i) sections or Attachments mean the sections of, or Attachments to, the Term Contract; (ii) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (iii) a statute, rule, or other law or regulation means such statute, rule, or other law or regulation as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

Unless the context requires otherwise, whenever the masculine is used in the Term Contract, the same will include the feminine and whenever the feminine is used herein, the same will include the masculine. Unless the context requires otherwise, whenever the singular is used in the Term Contract, the same will include the plural, and whenever the plural is used herein, the same will include the singular, where appropriate. All references to "\$" or "dollars" means the United States Dollar, the official and lawful currency of the United States of America.

The Term Contract will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Attachments referred to herein will be construed with, and as an integral part of, the Term Contract to the same extent as if they were set forth verbatim herein.

3.2 Administration. Execution in Counterparts. The Term Contract may be executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

3.2.1 Notices. Where the term "written notice" is used to specify a notice requirement herein, said notice will be deemed to have been given (i) when personally delivered; (ii) email (with confirmation of receipt) the day immediately following the day (except if not a Business Day then the next Business Day) on which the notice or communication has been provided prepaid by the sender to a recognized overnight delivery service; or (iii) on the date actually received except where there is a date of the certification of receipt.

Unless otherwise specified, the Contractor shall deliver all notices to the Department's Contract Manager and the Department shall deliver all notices to the Contractor's Contract Manager.

3.2.2 **Severability.** If a court deems any non-material provision of the Term Contract void or unenforceable, all other provisions will remain in full force and effect. Upon a determination that any material provision is void or unenforceable, the parties shall negotiate in good faith to modify this Term Contract to give effect to the original intent of the parties as closely as possible in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

3.2.3 **Waiver.** The delay or failure by the Department to exercise or enforce any of its rights under the Term Contract will not constitute or be deemed a waiver of the Department's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

3.2.4 **Survivability.** The Term Contract and any and all promises, covenants, and representations made herein are binding upon the parties hereto and any and all respective heirs, assigns, and successors in interest. The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of the Term Contract, including without limitation, the obligations regarding confidentiality, proprietary interests, reporting, and public records, will survive termination or expiration of the Term Contract.

3.2.5 **Third Party Beneficiaries.** The parties acknowledge and agree that the Term Contract is for the benefit of the parties hereto. The Term Contract is not intended to confer any legal rights or benefits on any other party, except such rights and benefits associated with a purchase made by a Customer off this Term Contract.

SECTION 4. CONTRACT TERM, SUSPENSION, AND TERMINATION.

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

Upon written agreement, the Department and the Contractor may renew the Term Contract in whole or in part only as set forth in the Term Contract documents, and in accordance with section 287.057(13), F.S. No costs may be charged for the renewals.

4.2 Suspension of Work and Termination.

4.2.1 **Suspension of Work.** The Department may, in its sole discretion, suspend any or all activities under the Term Contract, at any time, when it is in the best interest of the State of Florida to do so. The Department will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Term Contract. Suspension of work will not entitle the Contractor to any compensation for services not performed or commodities not delivered during the suspension period nor for any additional compensation.

4.2.2 **Termination for Convenience.** The Term Contract may be terminated by the Department, by written notice to the Contractor thirty (30) calendar days in advance, in whole or in part at any time, when the Department determines in its sole discretion that it is in the Department's interest to do so. The Contractor shall not furnish any Product after it receives the notice of termination, except as necessary to complete

the continued portion of the Term Contract, or a continued purchase off the Term Contract, if any. The Contractor will not be entitled to recover any cancellation charges or lost profits. If the Term Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of any Customer contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

- 4.2.3 **Termination for Cause.** The Department may terminate the Term Contract if the Contractor fails to (i) on multiple occasions, timely deliver Products purchased by Customers, (ii) on multiple occasions, maintain adequate progress on Customer purchases, thus endangering performance, (iii) honor any term of the Term Contract, or (iv) abide by any statutory, regulatory, or licensing requirement. The Department may, at its sole discretion, (i) immediately terminate the Term Contract, (ii) notify the Contractor of the deficiency and require that the deficiency be corrected within a specified time, otherwise the Term Contract will terminate at the end of such time, or (iii) take other action deemed appropriate by the Department. The Contractor shall continue work on any work not terminated.

Except for defaults of subcontractors at any tier, the Contractor will not be liable for any excess costs if the failure to perform arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor will not be liable for any excess costs for failure to perform, unless the subcontracted Products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under the Term Contract. The Customer will notify the Department of any vendor that has met the grounds for placement of the vendor on the Department of Management Services' Suspended Vendor List, as required in section 287.1351, F.S.

- 4.2.4 **Termination for Non-Compliance with E-Verify.** Pursuant to section 448.095(5)(c)1., F.S., the Department shall terminate the Term Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. Pursuant to section 448.095(5)(c)2., F.S., if the Department has a good faith belief that a subcontractor knowingly violated section 448.09(1), F.S., the Department shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- 4.2.5 **Termination Related to Statutory Certifications.** At the Department's option, the Term Contract may be terminated if the Contractor is placed on any of the lists referenced in the attached PUR 7801, Vendor Certification Form, or would otherwise be prohibited from entering into or renewing the Term Contract based on the statutory provisions referenced therein.

- 4.2.6 **Termination for Refusing Access to Public Records.** In accordance with section 287.058, F.S., the Department may unilaterally terminate the Term Contract for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Term Contract, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

SECTION 5. PURCHASES OFF THE TERM CONTRACT.

- 5.1 **Purchases.** By executing the Term Contract, the Contractor agrees to allow Customers to make purchases off the Term Contract. Purchases from Customers other than the Department are independent of the agreement between the Department and the Contractor, and the Department shall not be a party to such transaction. Customers' purchases off the Term Contract are limited to Products offered under the Term Contract, and no additional Products may be provided under a purchase off the Term Contract.

- 5.2 **Purchase Submission.** For any purchases off the Term Contract, either the contract (as defined in Rule 60A-1.001, F.A.C.) must be executed between the Customer and Contractor, or the purchase order (as defined in Rule 60A-1.001, F.A.C.) must be issued by the Customer to the Contractor, no later than the last day of the Term Contract's term to be considered timely. Contracts executed, or purchase orders issued, after the last day of the Term Contract's term shall be considered void.

- 5.3 **Terms.** The terms of the Form PUR 1000, General Contract Conditions, incorporated in Rule 60A-1.002, F.A.C., and linked here <http://www.flrules.org/Gateway/reference.asp?No=Ref-16731>, are hereby incorporated by reference herein and will apply to all purchases made by a Customer off the Term Contract. The Customer may attach additional terms and conditions specific to its particular purchase made off the Term Contract, which are considered Special Conditions. The term "Special Conditions" does not include any Contractor-provided documents, including attachments or standard preprinted forms, service agreements, end user agreements, product literature, or "shrink wrap" terms accompanying or affixed to a Product, whether written or electronic, or terms incorporated onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. Any Customer Special Conditions shall not become a part of the Term Contract.

- 5.3.1 **Term.** The term of the Customer purchase off the Term Contract will be as specified in the purchase, except that if renewals of the purchase are permitted, the Customer and Contractor shall not renew the purchase if the Term Contract expires prior to the effective date of the renewal. Any existing term of a purchase off the Term Contract shall not extend more than forty-eight (48) months beyond the end of the Term Contract. However, if an extended pricing plan offered in the Term Contract is agreed upon by the Customer and Contractor and extends more than forty-eight (48) months beyond the end of the Term Contract, the agreed upon extended pricing plan terms shall govern the maximum duration of the purchase. The Contractor is required to fulfill timely purchases that extend performance beyond the Term Contract term even when such extended delivery will occur after expiration of the Term Contract. For such purchases, all terms and conditions of the Term Contract shall survive the termination or expiration of the Term Contract and apply to the Contractor's continued performance.

- 5.3.2 **Additional Requirements.** All Customer purchases off the Term Contract shall

contain the Term Contract name and number and shall be placed by the Customer. Delivery or furnishing Products shall not occur until the Customer executes their contract or transmits the purchase order, as defined in Rule 60A-1.001, F.A.C.

SECTION 6. PAYMENT AND FEES.

6.1 Pricing. The Contractor shall not exceed the pricing set forth in the Term Contract documents.

6.2 Best Pricing Offer. During the term of the Term Contract, if the Department or Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a Product outside the Term Contract, but upon the same or similar terms of the Term Contract, then the Department or Customer may request that the Contractor immediately reduce to the lower price.

6.3 Price Decreases. The following price decrease terms will apply to the Term Contract:

6.3.1 Quantity Discounts. The Contractor may offer additional discounts for one-time delivery of large single orders. The Customer should seek to negotiate additional price concessions on quantity purchases of any Products offered under the Term Contract.

6.3.2 Sales Promotions. In addition to decreasing prices for the balance of the Term Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. If conducting a sales promotion, the Contractor must submit documentation to the Department's Contract Manager identifying the proposed: (1) starting and ending dates of the promotion, (2) Products involved, and (3) promotional prices compared to then-authorized prices. The Contractor shall provide notice to Customers of the promotion and shall make the promotional prices available to all Customers.

6.3.3 Equitable Adjustment. The Department may, in its sole discretion, make an equitable adjustment in the Term Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Term Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Term Contract would result in a substantial loss.

6.4 Purchase Prerequisites. The Contractor may be required to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders. The Contractor must ensure that entities receiving payment directly from Customers under this Term Contract must have met the following requirements:

- Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
- Be registered in the MFMP Vendor Information Portal (<https://vendor.myfloridamarketplace.com>).
- Have a current W-9 filed with the Florida Department of Financial Services (<https://flvendor.myfloridacfo.com>)

6.5 Transaction Fees. The State of Florida, through the Department of Management Services,

has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(24), Florida Statutes (F.S.). All payments issued by Agencies to registered vendors for purchases of Commodities or Contractual Services under Chapter 287, F.S., shall be assessed the Transaction Fee of one percent (1.0%) of the total amount of the payments received from the State or Eligible Users, as prescribed by Rule 60A-1.031, Florida Administrative Code (F.A.C.), or as may otherwise be established by law. Vendors shall pay the Transaction Fee and are subject to automatic deduction of the Transaction Fee, when automatic deduction becomes available. Vendors shall submit any monthly reports required pursuant to Rule 60A-1.031, F.A.C. All such reports and payments are subject to audit. The Agency will have grounds for declaring the vendor in default if the vendor fails to comply with the payment of the Transaction Fee or reporting of payments, which may subject the vendor to being suspended from business with the State of Florida.

- 6.6 Exclusivity.** The Term Contract is not an exclusive license to provide the Products described in the Term Contract. The Department may, without limitation and without recourse by the Contractor, contract with other vendors to provide the same or similar Products.

SECTION 7. PERFORMANCE

- 7.1 Warranty of Ability to Perform.** Upon the effective date of the Term Contract, and each year on the anniversary date of the Term Contract, the Contractor shall submit to the Department a completed PUR 7801, Vendor Certification Form. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Term Contract obligations.

Additionally, the Contractor shall promptly notify the Department in writing if its ability to perform is compromised in any manner during the term of the Term Contract (including potential inability to renew the Term Contract due to section 287.138 or 908.111, F.S.) or if it or its suppliers, subcontractors, or consultants under the Term Contract are placed on the Suspended Vendor, Convicted Vendor, Discriminatory Vendor, Forced Labor Vendor, or Antitrust Violator Vendor Lists. The Contractor shall use commercially reasonable efforts to avoid or minimize any delays in performance and shall inform the Department of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor shall promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

- 7.2 Further Assurances.** The parties shall, with reasonable diligence, do all things and provide all reasonable assurances as may be necessary to complete the requirements of the Term Contract, and each party shall provide such further documents or instruments requested by the other party as may be reasonably necessary or desirable to give effect to the Term Contract and to carry out its provisions. The Department is entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and the details thereof.
- 7.3 Assignment.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Term Contract without the prior written consent of the Department. In the event of any assignment, the Contractor remains secondarily liable for performance of

the Term Contract, unless the Department expressly waives such secondary liability. The Department may assign the Term Contract with prior written notice to Contractor of its intent to do so.

7.4 Employees, Subcontractors, and Agents.

7.4.1 **Subcontractors.** The Contractor will not subcontract any work under the Term Contract without prior written consent of the Department. The Contractor shall obtain prior written consent using the process identified on the Department's website: [Subcontractor/Dealer/Reseller Forms / Vendor Resources / State Purchasing / Business Operations - Florida Department of Management Services \(myflorida.com\)](https://myflorida.com/contractors/subcontractor-dealer-reseller-forms/). The use of the term "subcontractor" may refer to affiliates, resellers, dealers, distributors, partners, teammates, and all other third parties utilized by the Contractor at any tier under the Term Contract. The Contractor is responsible for ensuring that its subcontractors providing commodities and performing services in furtherance of the Term Contract do so in compliance with the terms and conditions of the Term Contract. By execution of the Term Contract, the Contractor acknowledges that it will not be released of its contractual obligations to Customers because of any failure of a subcontractor. The Contractor is fully responsible for satisfactory completion of all work performed under the Term Contract. The Contractor's use of a subcontractor not approved by the Department will be considered a material breach of the Term Contract.

7.4.2 **Independent Contractor.** The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Department or the State and are not entitled to the benefits of Department or State employees. Neither the Customer nor the State will be bound by any acts or conduct of the Contractor or its employees, subcontractors, or agents. The Contractor shall include this provision in all of its subcontracts under the Term Contract.

7.5 Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees, subcontractors, or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, lightning strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect suppliers if no alternate source of supply is available to the Contractor.

In case of any delay the Contractor believes is excusable, the Contractor shall notify the Department in writing of the delay or potential delay and describe the cause of the delay either (i) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result; or (ii) if a delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING WILL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO ANY DELAY except if such delay is caused by the fraud, bad faith, or active interference of the Department. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy, and a rebuttable presumption of prejudice will exist based on Contractor's untimely notice. The Contractor shall not assert any claim for damages related to such delay. The Contractor will not be entitled to an increase in the Term Contract price or payment of any kind from the Department for direct, indirect, consequential, impact, or other costs, expenses, or damages, including costs of acceleration or inefficiency, arising

because of delay, disruption, interference, or hindrance from any cause whatsoever.

If performance is suspended or delayed, in whole or in part, due to any of the causes described in this subsection, the Department may unilaterally (and with no recourse on the part of the Contractor) identify and use an alternate source to complete any work under the Term Contract as the Department deems necessary, in its sole discretion. After the causes have ceased to exist, the Contractor shall perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the Department or State, in which case the Department may (i) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the Department with respect to Products subjected to allocation; or (ii) terminate the Term Contract in whole or in part.

SECTION 8. CONTRACT MANAGEMENT

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

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

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

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

Either party may notify the other by email of a change to a designated contact providing the contact information for the newly designated contact, and such notice is sufficient to effectuate this change without requiring a written amendment to the Term Contract.

SECTION 9. COMPLIANCE WITH LAWS.

9.1 Conduct of Business. The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business and that are applicable to the Term Contract, including those of federal, state, and local agencies having jurisdiction and authority, and shall ensure that any and all subcontractors utilized do the same. The Contractor represents and warrants that no part of the funding under the Term Contract will be used in violation of any state or federal law, including, but not limited to, 8 U.S.C. § 1324 or 8 U.S.C. § 1325, or to aid or abet another in violating state or federal law. The Department may terminate the Term Contract at any time if the Contractor violates, or aids or abets another in violating, any state or federal law.

If the requirements of the Term Contract conflict with any governing law, codes or regulations, the Contractor shall notify the Department in writing and the parties shall amend the Term Contract to comply with the applicable code or regulation. Similarly, if the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the Products offered under the Term Contract, the Contractor shall immediately notify the Department in writing, indicating the specific restriction. The Department reserves the right and the complete discretion to accept any such alteration or to cancel the Term Contract at no further expense to the Department.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a Customer's continuing oversight team for purchases off this Term Contract.

9.2 Integrity. In addition to any applicable statutory restrictions, the Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (i) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (ii) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (ii), "gratuity" means any payment in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

SECTION 10. DISPUTES AND LIABILITIES.

10.1 Dispute Resolution. Should any disputes arise between the Department and the Contractor with respect to the Term Contract, the Contractor and the Department shall act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes.

Exhaustion of this administrative remedy detailed in the Dispute Resolution Process contemplated in this Term Contract is an absolute condition precedent to the Contractor's ability to seek other remedies related to the Term Contract.

10.2 Dispute Resolution Process.

- (a) Department Review. The parties shall resolve disputes through written submission of their dispute to the Department's Contract Manager. The Department shall respond to the dispute in writing within ten (10) Business Days from the date that the Department's Contract Manager receives the dispute. The Department's decision shall be final unless a party provides the other party with written notice of the party's disagreement with the decision within ten (10) Business Days from the date of the Department's decision. If a party disagrees with the Department's decision, the party may proceed to subsection (b) below.
- (b) Meeting between the Principals. If either party disagrees with the Department's decision, such disagreeing party shall notify the other party of the disagreement within ten (10) Business Days. The parties shall then schedule a meeting between each party's principal (for the Department, the Department head or designee; for the Contractor, the Chief Executive Officer or designee) on a mutually agreed upon date, no later than ten (10) Business Days after the provision of the notice. The principals shall attempt to mutually resolve the disagreement at such meeting.
- (c) Mediation. If the dispute is not resolved through a meeting of the Principals, the parties, upon mutual agreement, may mediate such dispute. If such mediation is not completed

within 100 calendar days from receipt of the Department's decision, then either party may seek other remedies.

If the dispute is not resolved through the full process in subsections (a) - (c) above (or (a) – (b), if mediation is not agreed to), either party may pursue any other remedies.

10.3 Contractor's Obligation to Perform While Disputes are Pending. The Contractor shall proceed diligently with performance under the Term Contract pending the final resolution of any dispute or request for relief, claim, appeal, or action arising under the Term Contract and shall comply with directions to perform from the Department. Should the Contractor not perform while a dispute is pending, including by not performing disputed work, such nonperformance by the Contractor may be deemed to be an unexcused breach of the Term Contract which is separate and apart from any other dispute.

10.4 Governing Law and Venue. The Term Contract will be governed by, and construed in accordance with, the laws of the State. Jurisdiction and venue for suit arising under the terms of the Term Contract will exclusively be in the appropriate State court located in Leon County, Florida. Except as otherwise provided by law, the parties agree to be responsible for their own attorney's fees and costs incurred in connection with disputes arising under the terms of the Term Contract.

10.5 Remedies Cumulative. No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other remedy or remedies, and each and every such remedy will be cumulative, and will be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

10.6 JURY WAIVER. THE PARTIES, ON BEHALF OF THEMSELVES AND ASSIGNS, WAIVE ALL RIGHT TO TRIAL BY JURY FOR ANY ACTION, APPEAL, CLAIM, OR PROCEEDING, WHETHER IN LAW IN OR IN EQUITY, WHICH IN ANY WAY ARISES OUT OF OR RELATES TO THE TERM CONTRACT OR ITS SUBJECT MATTER.

10.7 Indemnification. For any and all third-party claims, actions, demands, liabilities, and expenses of any kind which are caused by, related to, growing out of or happening in connection with the Term Contract (including any determination arising out of or related to the Term Contract that the Contractor or its employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Department or State), the Contractor shall be fully liable for the actions of its employees, subcontractors, and agents and shall fully indemnify, defend, and hold harmless the Department and the State (including each of their current and former officers, agents, and employees) for any and all loss, damage, injury, costs, reasonable expenses, or other casualty to person or property. Without limiting this indemnification requirement, the Department may provide the Contractor (i) written notice of any action or threatened action, (ii) the opportunity to take over and settle or defend any such action at the Contractor's sole expense, and (iii) assistance in defending the action at the Contractor's sole expense. The above indemnity requirement does not apply to that portion of any loss or damages proximately caused by the negligent act or omission of the Department or the State. Nothing herein is intended to act as a waiver of the Department's or State's sovereign immunity or to be deemed consent by the Department or State or its subdivisions to suit by third parties.

SECTION 11. MISCELLANEOUS.

- 11.1 Department of State Registration.** Consistent with Title XXXVI, F.S., if the Contractor asserts status other than that of a sole proprietor, it must provide the Department with i) conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity; ii) a certificate of authorization if a foreign business entity; or iii) if exempt from the registration requirements, a basis for such exemption.
- 11.2 Time is of the Essence.** Time is of the essence regarding every obligation of the Contractor under the Term Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.
- 11.3 Cooperative Purchasing.** Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by the Contractor. Such purchases are independent of the Term Contract between the Department and the Contractor, and the Department is not a party to these transactions.

SECTION 12. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

- 12.1 General Record Management and Retention.** The Contractor shall retain all records that were made in relation to the Term Contract for the longer of five (5) years after expiration of the Term Contract or the period required by the General Records Schedules maintained by the Florida Department of State available at: <https://dos.fl.gov/library-archives/records-management/general-records-schedules/>.
- 12.2 Identification and Protection of Confidential Information.** Article 1, section 24, of the Florida Constitution, guarantees every person access to public records, and section 119.011, F.S., provides a broad definition of “public record.” As such, records submitted to the Department (or any other State agency) are public records and are subject to disclosure unless exempt from disclosure by law. If the Contractor considers any portion of a record it provides to the Department (or any other State agency) to be trade secret or otherwise confidential or exempt from disclosure under Florida or federal law (“Confidential Information”), the Contractor shall mark as “confidential” each page of a document or specific portion of a document containing Confidential Information and simultaneously provide the Department (or other State agency) with a separate, redacted copy of the record. The Contractor shall state the basis of the exemption that the Contractor contends is applicable to each portion of the record redacted, including the specific statutory citation for such exemption. The Contractor shall only redact portions of records that it claims contains Confidential Information. If the Contractor fails to mark a record it claims contains Confidential Information as “confidential,” or fails to submit a redacted copy in accordance with this section of a record it claims contains Confidential Information, the Department (or other State agency) shall have no liability for release of such record. The foregoing will apply to every instance in which the Contractor fails to both mark a record “confidential” and redact it in accordance with this section, regardless of whether the Contractor may have properly marked and redacted the same or similar Confidential Information in another instance or record submitted to the Department (or any other State agency).

In the event of a public records request, to which records the Contractor marked as “confidential” are responsive to the request, the Department shall provide the Contractor-redacted copy to the requestor. If the Contractor has marked a record as “confidential” but

failed to provide a Contractor-redacted copy to the Department, the Customer may notify the Contractor of the request and the Contractor may have up to ten (10) Business Days from the date of the notice to provide a Contractor-redacted copy, or else the Department may release the unredacted record to the requestor without liability. If the Department provides a Contractor-redacted copy of the documents and the requestor asserts a right to the Contractor-redacted Confidential Information, the Department shall promptly notify the Contractor such an assertion has been made. The notice will provide that if the Contractor seeks to protect the Contractor-redacted Confidential Information from release it must, within thirty (30) days after the date of the notice and at its own expense, file a cause of action seeking a declaratory judgment that the information in question is exempt from section 119.07(1), F.S., or other applicable law and an order prohibiting the Department from publicly disclosing the information. The Contractor shall provide written notice to the Department of any cause of action filed. If the Contractor fails to file a cause of action within thirty (30) days the Department may release the unredacted copy of the record to the requestor without liability.

If the Department is requested or compelled in any legal proceeding to disclose documents that are marked as "confidential" (whether by oral questions, interrogatories, requests for information or documents, subpoena, or similar process), unless otherwise prohibited by law, the Department shall give the Contractor prompt written notice of the demand or request prior to disclosing any Confidential Information to allow the Contractor to seek a protective order or other appropriate relief at the Contractor's sole discretion and expense. If the Contractor fails to take appropriate and timely action to protect the Confidential Information contained within documents it has marked as "confidential" or fails to provide a redacted copy that may be disclosed, the Department may provide the unredacted records in response to the demand without liability.

The Contractor shall protect, defend, and indemnify the Department for all claims, costs, fines, settlement fees, and attorneys' fees, at both the trial and appellate levels, arising from or relating to the Contractor's determination that its records contain Confidential Information. In the event of a third-party claim brought against the Department for failure to release the Contractor's redacted Confidential Information, the Contractor shall assume, at its sole expense, the defense or settlement of such claim, including attorney's fees and costs at both the trial and appellate levels. If the Contractor fails to continuously undertake the defense or settlement of such claim or if the Contractor and Department mutually agree that the Department is best suited to undertake the defense or settlement, the Department will have the right, but not the obligation, to undertake the defense or settlement of such claim, at its discretion. The Contractor shall be bound by any defense or settlement the Department may make as to such claim, and the Contractor agrees to reimburse the Department for the expense, including reasonable attorney's fees and costs at both the trial and appellate levels associated with any defense or settlement that the Department may undertake to defend Contractor's Confidential Information. The Department will also be entitled to join the Contractor in any third-party claim for the purpose of enforcing any right of indemnity under this section.

If at any point the Department is reasonably advised by its counsel that disclosure of the Confidential Information is required by law, including but not limited to Florida's public records laws, the Department may disclose such Confidential Information without liability hereunder.

12.3 Public Records Requirements Pursuant to Section 119.0701, F.S. Solely for the purpose of this section, the Department's Contract Manager is the agency custodian of public records. If, under the Term Contract, the Contractor is providing services and is acting on behalf of the public agency, as provided in section 119.0701, F.S., the Contractor shall:

- i. Keep and maintain public records required by the Department to perform the service.
- ii. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Term Contract term and following the completion of the Term Contract if the Contractor does not transfer the records to the Department.
- iv. Upon completion of the Term Contract, transfer, at no cost, to the Department all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Term Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS TERM CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

12.4 Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Term Contract without prior written approval from the Department, including mentioning the Term Contract in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Contractor's name and either a description of the Term Contract or the name of the Department or the State in any material published, either in print or electronically, to any entity that is not a party to the Term Contract, except potential or actual Customers or authorized distributors, dealers, resellers, or service representatives.

12.5 Intellectual Property.

12.5.1 Ownership. Unless specifically addressed otherwise in the Customer's contract, the State of Florida shall be the owner of all intellectual property rights to all new property created or developed in connection with the Customer's contract. This shall not apply

to intellectual property developed prior to the execution of the Term Contract.

12.5.2 Patentable Inventions or Discoveries. Any inventions or discoveries developed in the course, or as a result, of services in connection with the Customer's contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer and the Department of any inventions or discoveries developed or made through performance of the Customer's contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Customer's contract. This shall not apply to any invention or discovery made prior to the execution of the Term Contract.

12.5.3 Copyrightable Works. Contractor must notify the Customer and the Department of any publications, artwork, or other copyrightable works developed in connection with the Customer's contract. All copyrights created or developed through performance of the Customer's contract are owned solely by the State of Florida. This shall not apply to any copyrightable works created or developed prior to the execution of the Term Contract.

SECTION 13. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. "State of Florida data" means data collected by, transmitted from, created for, or provided by the Department or the Customer. The Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a Security Incident involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day of becoming aware of the Security Incident. "Security Incident" for purposes of this section will refer to an actual or imminent threat of a violation of information technology resources, security, policies, or practices, unauthorized access of State of Florida data, or occurrences that compromise the confidentiality, integrity, or availability of State of Florida data. An imminent threat refers to a situation in which the Contractor has a factual basis for believing that a specific incident is about to occur. Once a data breach has been contained, the Contractor must provide the Department and the Customer with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other current state and federal rules and regulations regarding security of information.

SECTION 14. CONTRACT MONITORING.

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

14.2 Contract Reporting. The Contractor shall provide the Department the following accurate and complete reports associated with this Term Contract.

- 14.2.1 **Term Contract Quarterly Sales Reports.** The Contractor shall submit Quarterly Sales Reports in the manner and format required by the Department within 30 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30).

The Quarterly Sales Report template can be found here: [Quarterly Sales Report Format / Vendor Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS \(myflorida.com\)](#). Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive quarters, the Contractor may be placed on probationary status, or the Department may terminate the Term Contract. Failure to provide the Quarterly Sales Report, or other reports requested by the Department, will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Term Contract.

- 14.2.2 **Certified and Minority Business Enterprises Reports.** Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, minority code, and Vendor Identification Information of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.

- 14.2.3 **Ad Hoc Sales Reports.** The Department may require additional Term Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the format acceptable to the Department and within the timeframe specified by the Department.

- 14.2.4 **MFMP Transaction Fee Reports.** The Contractor shall submit complete monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located at https://www.dms.myflorida.com/business_operations/state/_myfloridamarketplace/mfmp_vendors/transaction_fee_and_reporting. Assistance with transaction fee reporting is also available by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

- 14.3 **Business Review Meetings.** Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:

- Term Contract or Customer contract compliance
- Term Contract savings (in dollar amount and cost avoidance)
- Spend reports by Customer
- Recommendations for improved compliance and performance

14.4 Performance Deficiencies.

- 14.4.1 **Proposal of a Corrective Action Plan.** In addition to the processes set forth in the Term Contract (e.g., service level agreements), if the Customer or the Department determines that there is a performance deficiency that requires correction by the Contractor, then the Customer or the Department will notify the Contractor. The correction must be made within a timeframe specified by the Customer or the Department. The Contractor must provide the Customer or the Department with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Customer or the Department.
- 14.4.2 **Retainage for Unacceptable Corrective Action Plan or Plan Failure.** For Customer-requested Corrective Action Plans, if the corrective action plan is unacceptable to the Customer, or implementation of the plan fails to remedy the performance deficiencies, the Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Customer for the performance deficiencies.

14.5 Inspection.

- 14.5.1 **Inspection at Contractor's Site.** The Department reserves the right to inspect, or enlist a third-party to perform, at any reasonable time with prior notice, the equipment, product, plant or other facilities of the Contractor to assess conformity with Term Contract requirements and to determine whether they are adequate and suitable for proper and effective Term Contract performance.
- 14.5.2 **Statutory Inspection Rights.** If services are to be provided pursuant to the Term Contract, in accordance with section 216.1366, F.S., the Department is authorized to inspect the: (i) financial records, papers, and documents of the Contractor that are directly related to the performance of the Term Contract or the expenditure of State funds; and (ii) programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Term Contract or to ensure that the terms of the Term Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) Business Days after the request is made.

Further, for any Term Contract for services with a nonprofit organization as defined in section 215.97(2)(m), F.S., the Contractor must provide documentation that indicates the amount of state funds:

1. Allocated to be used during the full term of the Term Contract for remuneration to any member of the board of directors or an officer of the contractor; and
2. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor.

The documentation must indicate the amounts and recipients of the remuneration.

- 14.5.3 **Inspection Compliance.** The Contractor understands its, and its subcontractors (if any), duty, pursuant to section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Department's Inspector General, or other authorized State official, the Contractor shall provide any type of information the State official deems relevant to the Contractor's integrity or responsibility. Such information may include the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Term Contract. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of the Term Contract or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs will include salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

SECTION 15. PERFORMANCE OR COMPLIANCE AUDITS.

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

SECTION 16. CONFIDENTIALITY.

The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its employees, subcontractors, or agents in the course of performing Term Contract work, including security procedures, business operations information, or commercial proprietary information in the possession of the Customer or State. The Contractor will not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the Customer's or State's confidential information, or material that is otherwise obtainable under State law as a public record. To ensure confidentiality, the Contractor shall take appropriate steps as to its employees, subcontractors, and agents.

SECTION 17. SUPPLIER DEVELOPMENT.

- 17.1 **Office of Supplier Development.** The State of Florida supports its business community by creating opportunities for business enterprises to participate in procurements and contracts. The Department encourages supplier development through certain certifications and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Development (OSD) at OSDHelp@dms.fl.gov.

17.2 Reporting Certified Business Enterprises. Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and vendor identification information of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Term Contract.

Vendor Certification Form

I hereby certify the following on behalf of the vendor identified below:

<u>Customer Indicator</u> (Required, N/A, Determined by Vendor)	<u>Vendor Indicator</u> (Certified, N/A)	<u>Certification</u>
Required	Choose an item.	Regardless of the dollar value of the goods or services provided, in accordance with the requirements of section 287.135(5), F.S., the vendor is not participating in a boycott of Israel and is not on the State Board of Administration's "Quarterly List of Scrutinized Companies that Boycott Israel," available at https://www.sbafla.com/governance/global-governance-mandates/
Required	Choose an item.	If the goods or services to be provided are \$1 million or more, in accordance with the requirements of section 287.135, F.S., the vendor is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List (collectively, "Scrutinized List of Prohibited Companies"); does not have business operations in Cuba or Syria; and is not on the State Board of Administration's "Scrutinized List of Prohibited Companies" available under the quarterly reports section at https://www.sbafla.com/reporting/
Required	Choose an item.	The vendor is not on the Suspended Vendor List; it and its suppliers, subcontractors, or consultants to be utilized under the contract are not on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists; and there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the vendor's ability to satisfy the contract obligations. The vendor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S., that identify the impacts to the vendor's ability or its affiliates' ability to respond to the competitive solicitations of a public entity; to be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity; or to transact business with a public entity if it, or its affiliates, are placed on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists of the Department of Management Services. The vendor is hereby further informed of the provisions of section 287.1351, F.S., that identify the impacts to the vendor's ability to enter into or renew a contract with an agency, as defined in section 287.012, F.S., if it is placed on the Suspended Vendor List of the Department of Management Services.

Required	Choose an item.	If the contract grants the vendor access to an individual's personal identifying information, the vendor is not prohibited from entering into the contract pursuant to section 287.138, F.S., and has completed the Form PUR 1355, "Foreign Country of Concern Attestation Form," available at http://www.flrules.org/Gateway/reference.asp?No=Ref-15843 , and attached it hereto.
Determined by Vendor	Choose an item.	If the vendor is a common carrier, as defined in section 908.111, F.S., or a contracted carrier, it is not prohibited from entering into the contract pursuant to section 908.111, F.S., and has completed the Form PUR 1808, "Common Carrier or Contracted Carrier Attestation Form," available at http://www.flrules.org/Gateway/reference.asp?No=Ref-14614 , and attached it hereto.
Required	Choose an item.	The vendor is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S.; and has not, within the last year, had a contract terminated under section 448.095(5)(c), F.S., by a public employer, contractor, or subcontractor, as defined by section 448.095(1), F.S.
Required	Choose an item.	The vendor is in compliance with all applicable disclosure requirements set forth in section 286.101, F.S., and has not been deemed ineligible for a grant or contract funded by a state agency pursuant to section 286.101(7), F.S.
Required	Choose an item.	If the contract is between a nongovernmental entity and a governmental entity, in accordance with section 787.06, F.S., the vendor has completed an affidavit signed by an officer or a representative of the vendor under penalty of perjury attesting that the vendor does not use coercion for labor or services as defined in section 787.06, F.S.
Required	Choose an item.	If the Contract is for the provision of commodities, in accordance with section 287.1346, F.S., the vendor, and any entity under the control of vendor, has not been placed on the Forced Labor Vendor List within the past 365 days or, if placed on the Forced Labor Vendor List, has been removed pursuant to section 287.1346(5)(d), F.S. If the Contract is for the provision of commodities, the Contractor will submit, prior to entering into or renewing the Contract, a written certification from senior management, as defined in section 287.1346(1)(c), F.S., which certifies to the best of their knowledge the commodities being offered pursuant to this solicitation have not been produced, in whole or in part, by forced labor. The vendor is hereby informed of the provisions of section 287.1346, F.S., that identify the impacts to a vendor's ability to respond to the competitive solicitations of a state agency; to be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a state agency; or to transact business for the provision of commodities with a state agency if it, or entities under the control of the vendor, is placed on the Forced Labor Vendor List in accordance with section 287.1346, F.S.

By signing below, I certify that I am authorized to complete and submit this Vendor Certification Form on behalf of the vendor.

Vendor Information

Signatory

Name	Signature	Date
FEIN	Typed or Printed Name	
	Title	

**Florida Post-Hoc Lease-Cancellation (FLPL) Schedule
for Konica Minolta Business Solutions U.S.A., Inc.**

Standard Financing Term (Months)	Rate
1-17	0.1000

Property Tax is included in the rate



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, January 28, 2025		
Agenda Item Name		
Proposed Purchase of Chestnut Street Property and Budget Amendment		
Requested Action		
Recommend to approve purchase of property on Chestnut Street		
Staff Report		
Back in 1969, a section of a right-of-way known as Parkway Street, was directed by the City Council for the section to be abandoned. As a part of the abandonment, a 25 foot easement was maintained by the City for the positioning of a sanitary sewer line. In 2007, a water quality project was constructed by the City as a part of the stormwater master plan. At that time, an assumption was made by the Engineers hired, that the storm line installed was in the established easement which ended up to be incorrect. In September of 2024, a permit for a single family home proposed to be located as parcel "A" on Chestnut Street was applied for. During City Staff review of the permit, it was discovered that a City stormwater line existed on the lot without an easement and would be directly adjacent to the proposed new homes foundation footings. Discussions began with the property owner to acquire the property or a portion of the property. Additionally, a contractor was engaged to quote a cost for relocating the stormwater line. The quoted cost for a contractor to relocate the storm line was \$98,350. The cost to acquire the property seen as parcel "A" on the attached survey is \$55,000 By purchasing this property, access to lift station "LS 5" will be improved. The cost to acquire the property seen as parcel "A" on the attached survey is \$55,000. Per the agreement, the City will pay for the attorney's fees in the amount not to exceed \$5,000. A budget amendment from the Stormwater fund and the Sewer fund will be required for this purchase.		
Additional Analysis		
Fiscal Impact Summary		
A budget amendment will be necessary from the Sewer Fund's unrestricted fund balance in the amount of \$60,000 for purchase of property which includes attorney's fees. City policy requires a minimum unassigned / unrestricted fund balance of 25% of annual operating costs. The city would remain in compliance.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$60,000.00	42535-66101 45538-66101 cap-out land	\$0.00
Exhibits Attached (copies of original agreements)		
1. Chestnut St Contract	Chestnut St Contract.pdf	
2. 1969 Ordinance Abandoning Parkway Street	1969 Ordinance Abandoning Parkway Street.pdf	
3. 2007 Plan of Water Quality Project and Storm Line Installation	2007 Plan of Water Quality Project and Storm Line Installation.pdf	
4. 2024 Survey Showing House Foot Print and Stormline Conflict	2024 Survey Showing House Foot Print and Stormline Conflict.pdf	
5. 2024 Survey Showing the Proposed Parcel Purchase Parcel A	2024 Survey Showing the Proposed Parcel Purchase Parcel A.pdf	

Vacant Land Contract

1. Sale and Purchase ("Contract"): LEGACY HOMES LLC

("Seller") and CITY OF CLERMONT

("Buyer") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property") described as:

Address: 0 Chestnut St, Clermont, FL 34711

Legal Description:

The East 1/2 of Park Way Street and the West 22.00 feet of Lot 11, Block 126A, SUNSET PARK, OFFICIAL MAP OF THE CITY OF CLERMONT, according to the plat thereof, as recorded in Plat Book 8, Pages 17-23, inclusive, Public Records of Lake County, Florida (see attached Lot Sketch)

SEC /TWP / /RNG of Lake County, Florida. Real Property ID No.: 23-22-25-0500-126-A1000 including all improvements existing on the Property and the following additional property:

2. Purchase Price: (U.S. currency) \$ 55,000.00

All deposits will be made payable to "Escrow Agent" named below and held in escrow by:

Escrow Agent's Name: Waugh PLLC

Escrow Agent's Contact Person: Christian Waugh cc: Mirella Waugh

Escrow Agent's Address: 201 E. Pine Street, Suite 315, Orlando, FL 32801

Escrow Agent's Phone: 321-800-6008, 407-716-4290

Escrow Agent's Email: cwaugh@waugh.legal cc: mwaugh@waugh.legal

(a) Initial deposit (\$0 if left blank) (Check if applicable)

☐ accompanies offer

☐ will be delivered to Escrow Agent within days (3 days if left blank)

after Effective Date \$

(b) Additional deposit will be delivered to Escrow Agent (Check if applicable)

☐ within days (10 days if left blank) after Effective Date

☐ within days (3 days if left blank) after expiration of Due Diligence Period \$

(c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage) \$

(d) Other: \$

(e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations) to be paid at closing by wire transfer or other Collected funds..... \$ 55,000.00

(f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): prorating areas of less than a full unit. The purchase price will be \$ per unit based on a calculation of total area of the Property as certified to **Seller** and **Buyer** by a Florida licensed surveyor in accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the calculation:

3. Time for Acceptance; Effective Date: Unless this offer is signed by **Seller** and **Buyer** and an executed copy delivered to all parties on or before 1/24/2025, this offer will be withdrawn and **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter-offer.**

4. Closing Date: This transaction will close on see Section 23 ("Closing Date"), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday, Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business day. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If this transaction does not close for any reason, **Buyer** will immediately return all **Seller** provided documents and other items.

5. Extension of Closing Date: If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is 1 of 8 pages.

VAC-14xxx Rev 8/24

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("CFPB Requirements), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.

6. Financing: (Check as applicable)

(a) ☒ **Buyer** will pay cash for the Property with no financing contingency.

(b) ☐ This Contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this Contract and **Buyer's** deposit(s) will be returned.

(1) ☐ **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ _____ or _____ % of the purchase price at (Check one) ☐ a fixed rate not exceeding _____ % ☐ an adjustable interest rate not exceeding _____ % at origination (a fixed rate at the prevailing interest rate based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and Broker.

(2) ☐ **Seller Financing:** **Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the amount of \$ _____, bearing annual interest at _____ % and payable as follows:

The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

(3) ☐ **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to

LN# _____ in the approximate amount of \$ _____ currently payable at \$ _____ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) _____ interest rate of _____ % which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____ % or the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing which this Contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**, this Contract will terminate; and **Buyer's** deposit(s) will be returned.

7. Assignability: (Check one) **Buyer** ☐ may assign and thereby be released from any further liability under this Contract, ☒ may assign but not be released from liability under this Contract, or ☐ may not assign this Contract.

8. Title: **Seller** has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ special warranty deed ☐ other (specify) _____, free of liens, easements, and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____, provided there exists at closing no violation of the foregoing.

(a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent. **Seller** will deliver to **Buyer**, at

(Check one) ☐ **Seller's** ☒ **Buyer's** expense and

(Check one) ☐ within _____ days after Effective Date ☒ at least 5 days before Closing Date,

(Check one)

(1) ☒ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the

amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

- (2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

(b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within _____ days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

(d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

9. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) **Inspections: (Check (1) or (2))**

- (1) ☒ **Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within 15 days (30 days if left blank) ("Due Diligence Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Due Diligence Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Due Diligence Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

- (2) ☐ **No Due Diligence Period:** **Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to **Buyer**. This Contract is not contingent on **Buyer** conducting any further investigations.
- (b) **Government Regulations:** Changes in government regulations and levels of service which affect **Buyer's** intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has expired or if Paragraph 9(a)(2) is selected.
- (c) **Flood Zone:** **Buyer** is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.
- (d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.
- ☐ **Buyer** waives the right to receive a CCCL affidavit or survey.

10. Closing Procedure; Costs: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** (in local cashier's check if **Seller** requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 21. In addition to other expenses provided in this Contract, **Seller** and **Buyer** will pay the costs indicated below.

(a) Seller Costs:

Taxes on deed
Recording fees for documents needed to cure title
Title evidence (if applicable under Paragraph 8)
Estoppel Fee(s)
Other: _____

(b) Buyer Costs:

Taxes and recording fees on notes and mortgages
Recording fees on the deed and financing statements
Loan expenses
Title evidence (if applicable under Paragraph 8)
Lender's title policy at the simultaneous issue rate
Inspections
Survey
Insurance
Other: _____

(c) Prorations: The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) Special Assessment by Public Body: Regarding special assessments imposed by a public body, **Seller** will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and **Buyer** will pay all other amounts. If special assessments may be paid in installments, ☐ **Seller** ☐ **Buyer** (**Buyer** if left blank) will pay installments due after closing. If **Seller** is checked, **Seller** will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) PROPERTY TAX DISCLOSURE SUMMARY: **BUYER** SHOULD NOT RELY ON THE **SELLER'S** CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT **BUYER** MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

- (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.
- (g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

11. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103) shall extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this Contract.**

12. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may terminate this Contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification, and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this Contract and receive all payments made by the governmental authority or insurance company, if any.

13. Force Majeure: **Seller** or **Buyer** will not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and **Buyer's** deposit(s) will be returned.

14. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.**

15. Complete Agreement; Persons Bound: This Contract is the entire agreement between **Seller** and **Buyer**. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "**Broker**" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller**, **Buyer**, and Broker.

16. Default and Dispute Resolution: This Contract will be construed under Florida law. This Paragraph will survive closing or termination of this Contract.

- (a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this Contract, **Buyer** may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting

from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.

(b) Buyer Default: If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this Contract, including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon **Seller** and **Buyer** will be relieved from all further obligations under this Contract; or **Seller**, at **Seller's** option, may proceed in equity to enforce **Seller's** rights under this Contract.

17. Attorney's Fees; Costs: In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

18. Escrow Agent; Closing Agent: **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

19. Professional Advice; Broker Liability: Broker advises **Seller** and **Buyer** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. **Buyer** acknowledges that all representations (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value.** **Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this Contract. This Paragraph will survive closing.

20. Commercial Real Estate Sales Commission Lien Act: If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

21. Brokers: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to closing agent:** **Seller** and **Buyer** direct Closing Agent to disburse the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any offer of compensation made by **Seller** or listing broker to cooperating brokers.

Seller's Sales Associate/License No.

Buyer's Sales Associate/License No.

Seller's Sales Associate Email Address

Buyer's Sales Associate Email Address

Seller's Sales Associate Phone Number

Buyer's Sales Associate Phone Number

Listing Brokerage

Buyer's Brokerage

Listing Brokerage Address

Buyer's Brokerage Address

22. Addenda: The following additional terms are included in the attached addenda and incorporated into this Contract

(Check if applicable):

☐ A. Back-up Contract

☐ B. Kick Out Clause

☐ C. Other _____

23. Additional Terms: _____

This transaction is entirely contingent upon approval by the City of Clermont City Council.

Section 10 notwithstanding, Buyer to pay all closing costs and up to \$5,000 of Seller's attorney's fees related to document review for this transaction.

Closing to occur within fifteen (15) days of City of Clermont City Council approval, unless the due diligence period exceeds that time frame, in which case closing will occur no later than five (5) days after the due diligence period ends.

The City of Clermont recognizes that the remaining Parcels B and C (see attached Lot Sketch) will become non-buildable after the purchase of Lot A. Therefore, staff shall support these lots being buildable and non-conforming under the terms of the Land Development Code, subject to and contingent upon the City of Clermont City Council approval. This term shall survive closing.

COUNTER-OFFER/REJECTION

☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).

☐ Seller rejects Buyer's offer

[The remainder of this page is intentionally left blank.

This Contract continues with Line 367 on Page 8 of 8.]

367 **This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before**
368 **signing.**

369 **ATTENTION: SELLER AND BUYER**

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

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

378

379 **Buyer:** _____ **Date:** _____
380 **Print name:** _____

381 **Buyer:** _____ **Date:** _____
382 **Print name:** _____

383 **Buyer's address for purpose of notice:**
384 **Address:** _____
385 **Phone:** _____ **Fax:** _____ **Email:** _____

386 **Seller:** _____ **Date:** _____
387 **Print name:** _____

388 **Seller:** _____ **Date:** _____
389 **Print name:** _____

390 **Seller's address for purpose of notice:**
391 **Address:** _____
392 **Phone:** _____ **Fax:** _____ **Email:** _____

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Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is 8 of 8 pages.

VAC-14xxx Rev 8/24

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Map of Boundary Survey

PARCEL A:
The East 1/2 of Park Way Street and the West 22.00 feet of Lot 11, Block 126A, SUNSET PARK, OFFICIAL MAP OF THE CITY OF CLERMONT, according to the plat thereof, as recorded in Plat Book 8, Pages 17-23, inclusive, Public Records of Lake County, Florida.
Containing 0.134 acres±

PARCEL B:
Lot 11 Less the West 22.00 feet of Lot 11, and the West 1/2 of Lot 10, Block 126A, SUNSET PARK, OFFICIAL MAP OF THE CITY OF CLERMONT, according to the plat thereof, as recorded in Plat Book 8, Pages 17-23, inclusive, Public Records of Lake County, Florida.
Containing 0.152 acres±

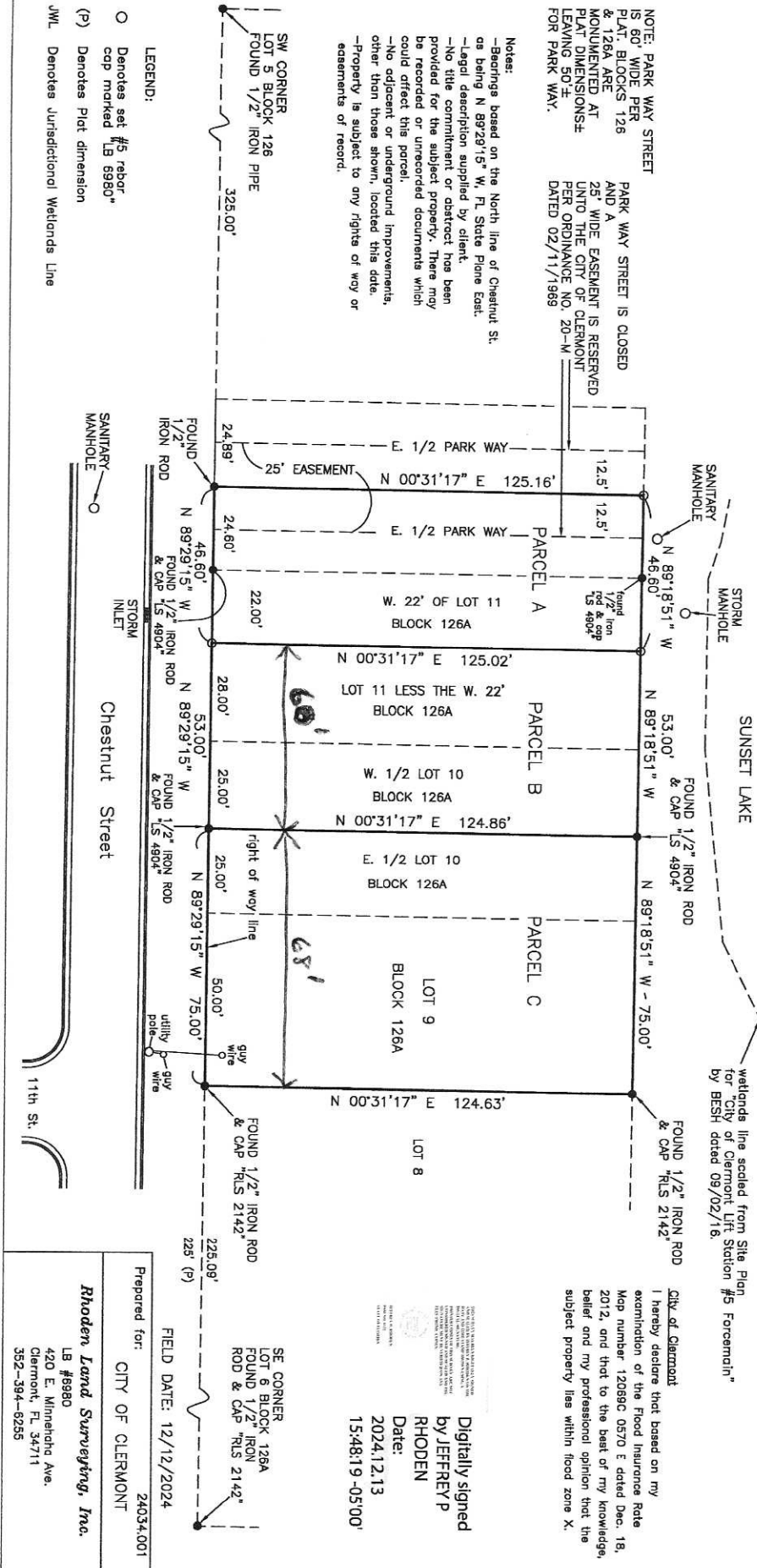
PARCEL C:
Lot 9 and the East 1/2 of Lot 10, Block 126A, SUNSET PARK, OFFICIAL MAP OF THE CITY OF CLERMONT, according to the plat thereof, as recorded in Plat Book 8, Pages 17-23, inclusive, Public Records of Lake County, Florida.
Containing 0.215 acres±

Scale = 1"=30'

NOTE: PARK WAY STREET IS CLOSED IS 60' WIDE PER PLAT. BLOCKS 126 AND A 25' WIDE EASEMENT IS RESERVED INTO THE CITY OF CLERMONT PER ORDINANCE NO. 20-M DATED 02/11/1989 FOR PARK WAY.

Notes:
-Bearings based on the North line of Chestnut St. as being N 89°29'15" W, FL State Plane East.
-Legal description supplied by client.
-No title commitment or abstract has been provided for the subject property. There may be recorded or unrecorded documents which could affect this parcel.
-No adjacent or underground improvements, other than those shown, located this date.
-Property is subject to any rights of way or easements of record.

LEGEND:
○ Denotes set #5 rebar
cap marked LB 6980"
(P) Denotes Plat dimension
JWL Denotes Jurisdictional Wetlands Line



CITY OF CLERMONT
I hereby declare that based on my examination of the Flood Insurance Rate Map number 12089C 0570 E dated Dec. 18, 2012, and that to the best of my knowledge, belief, and my professional opinion that the subject property lies within flood zone X.

Digitally signed by JEFFREY P RHODEN
Date: 2024.12.13 15:48:19 -0500'

Prepared for: **CITY OF CLERMONT** 24034.001
FIELD DATE: 12/12/2024

Rhoden Land Surveying, Inc.
LB #6980
420 E. Winniechua Ave.
Clermont, FL 34711
352-394-6255

1969 ordinance abandoning Parkway Street

MISC. ORDINANCES

NO 71

ORDINANCE NO. 20-M

AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE CLOSING OF ALL THAT PART OF PARKWAY STREET, AS LIES BETWEEN LOT NO. 9 IN BLOCK 126 AND LOT NO. 11 IN BLOCK 126A, ACCORDING TO THE OFFICIAL MAP OF THE CITY OF CLERMONT AND PROVIDING FOR THE RESERVATION OF AN UTILITY EASEMENT OF 25 FEET THEREIN.

THE CITY OF CLERMONT HEREBY ORDAINS THAT:

Section 1:

That certain portion of Parkway Street as lies between Lot #1 in Block 126 and Lot #11 in Block 126A be and the same is hereby closed and forever abandoned.

PROVIDED HOWEVER THAT THE CITY does hereby reserve unto itself an easement 25 feet in width lying within said street equidistant from Lot 1 in Block 126 and Lot 11 in Block 126A, said easement may be used for any purpose whatsoever.

Section 2:

If any article, section, clause or provision of this Ordinance be deemed or held invalid by any court of competent jurisdiction for any reason or cause, the same shall not affect or invalidate the whole of this Ordinance, nor any part thereof, other than that particular provision deemed or held invalid.

Section 3:

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

Section 4:

This Ordinance shall be posted by law and it shall become law and shall take effect immediately upon its being posted as provided by law.

First reading this 28th day of January, 1969.

PASSED AND ORDAINED BY THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, THIS 11th DAY OF February 1969.

CITY OF CLERMONT

BY: *R.P. Cochran*
President of Council
R.P. Cochran

ATTEST: *Dolores W. Carroll*
City Clerk, Dolores W. Carroll

APPROVED by me this 13 day of Feb 1969

Don E. Smith
Mayor Don E. Smith

RECORDED
VERIFIED
LAKE COUNTY, FL

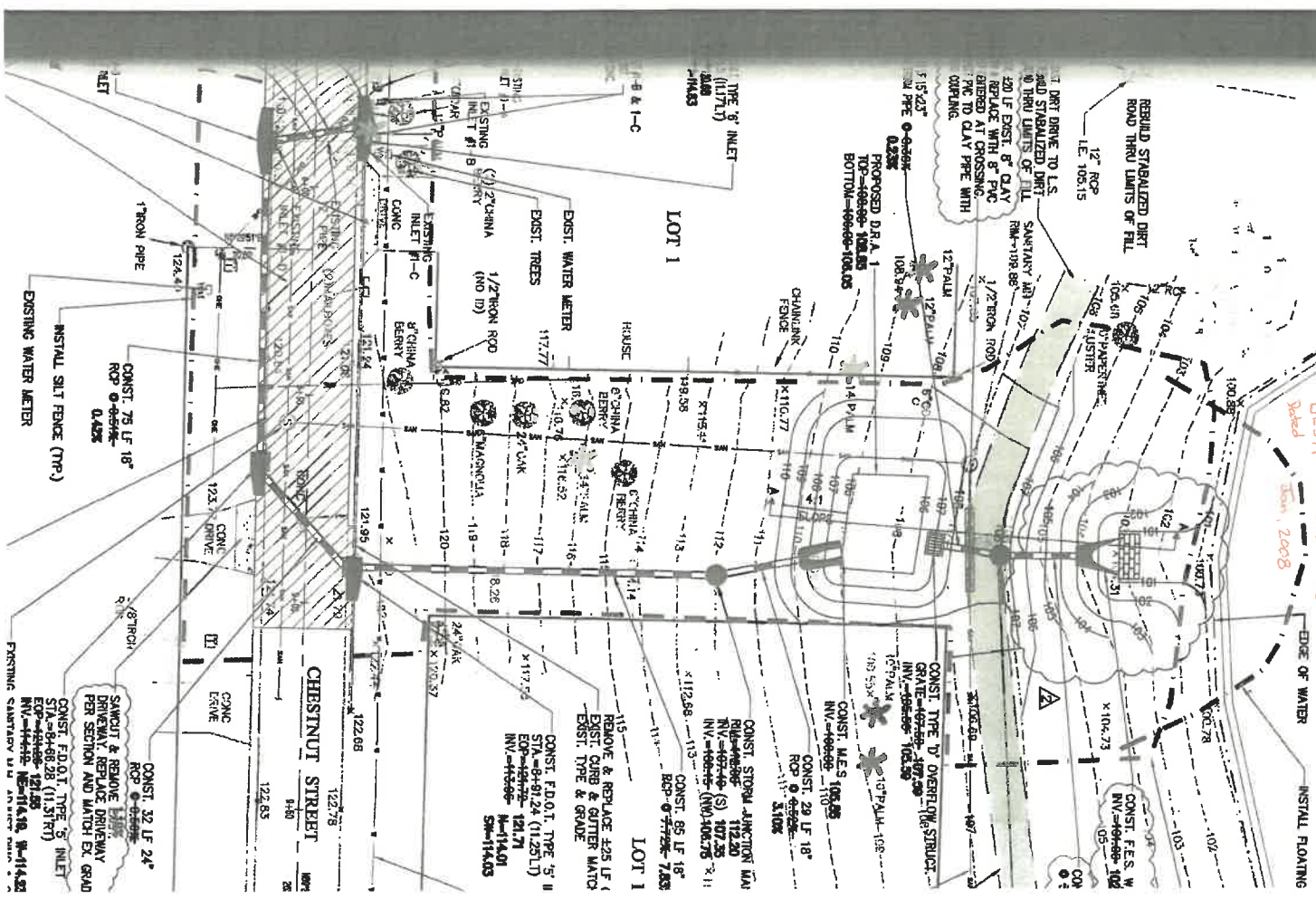
MAY 7 12 47 PM 1969

CLERK

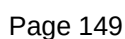
(Chargent Net - LDC)

Sub # 081010.0000

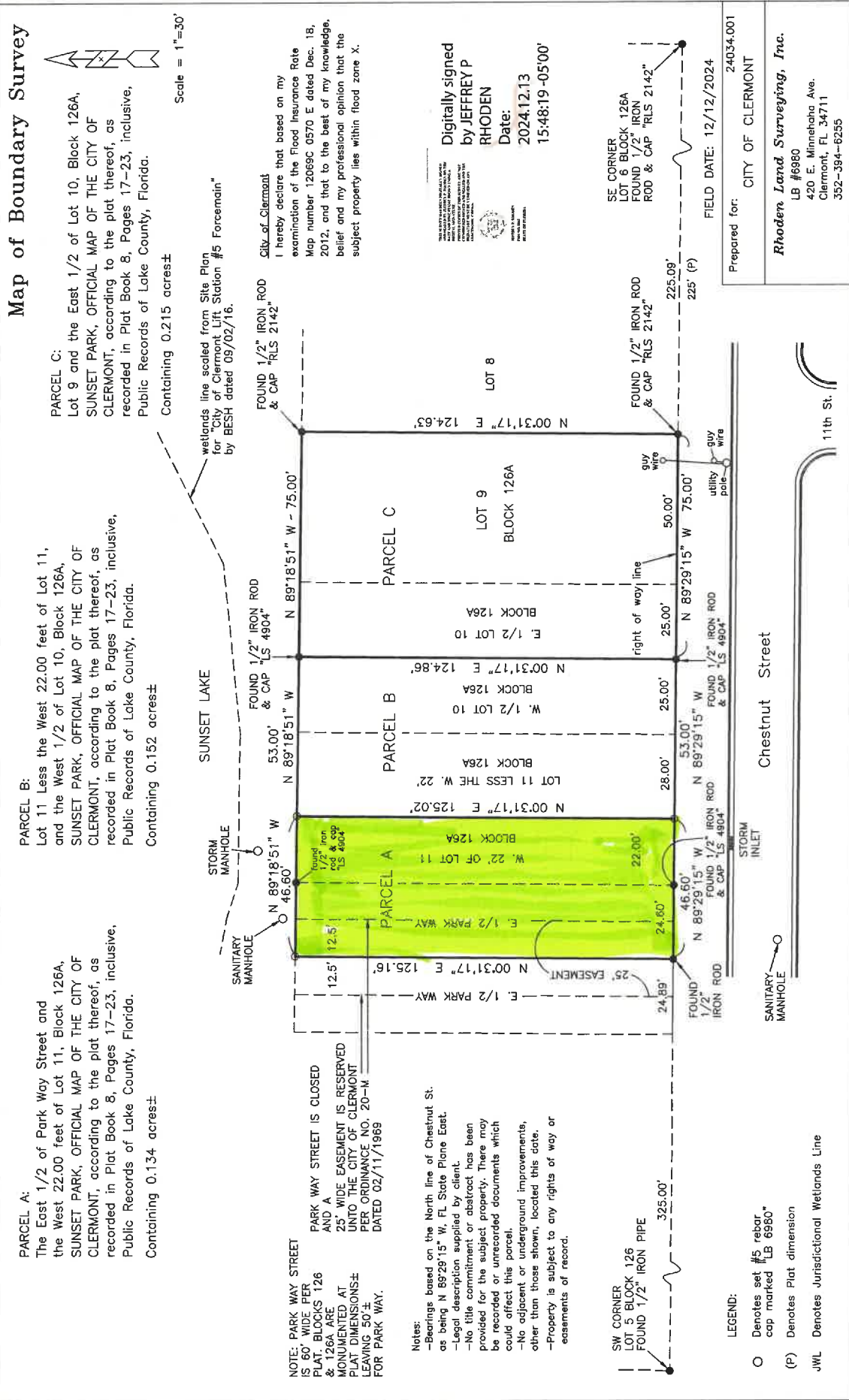
10



2007 plan of water quality project and storm line installation



2024 survey showing proposed Parcel "A" purchase.



DB Civil Construction LLC

Pricing for Change Order - Lake Winona added Drainage Structures

To: City of Clermont

Date: 11/18/2024

Project: Lake Winona 12A Basin Drainage Project

Pricing for Scope of Work

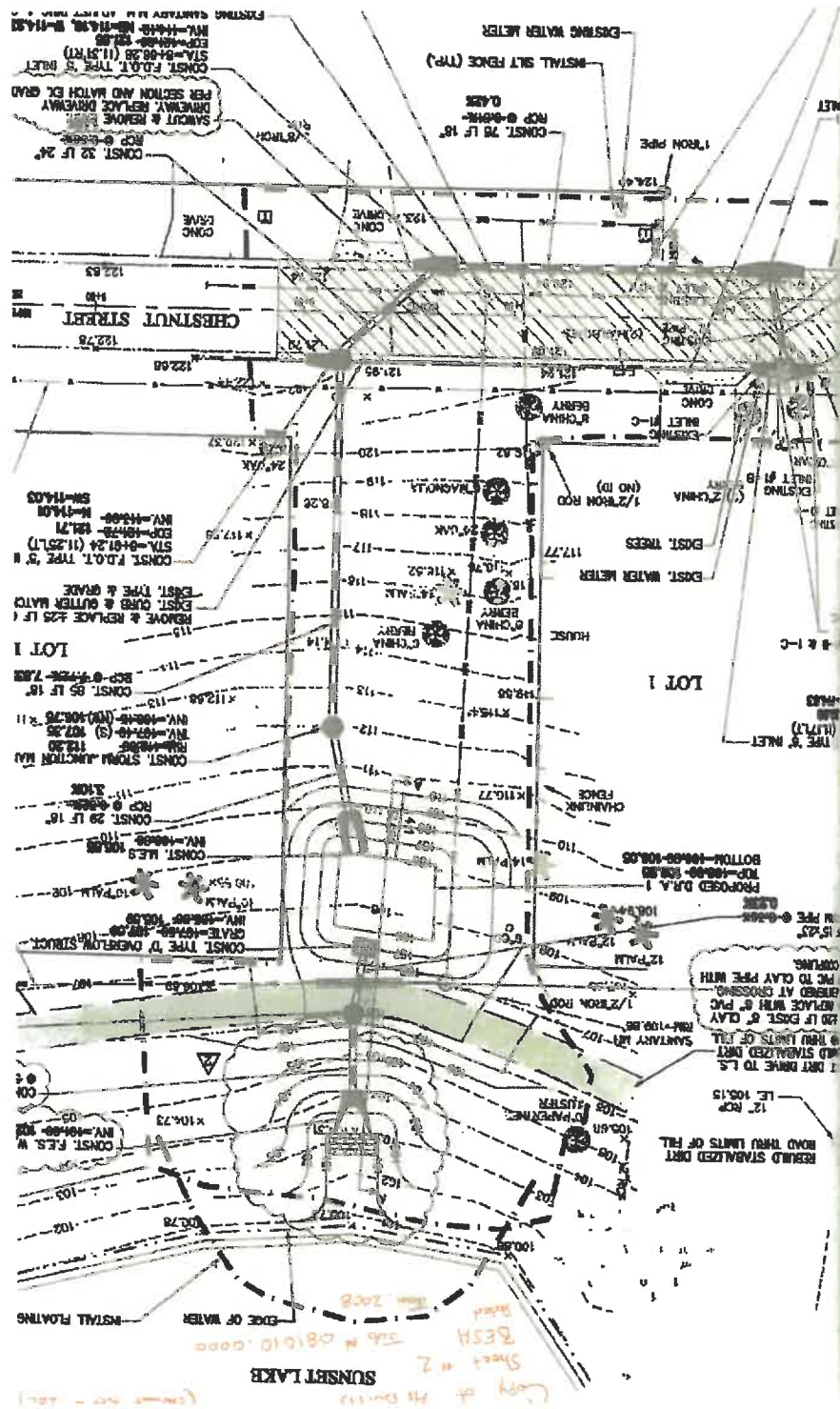
ITEM NO.	DESCRIPTION	QUANTITY	UM	UNIT PRICE	TOTAL
1	General Conditions (Survey, Bond, Mobilization)	1.00	LS	\$9,000.00	\$9,000.00
2	Erosion Control	1.00	LS	\$3,500.00	\$3,500.00
3	Site Regrading / Dewatering	1.00	LS	\$29,500.00	\$29,500.00
4	18" ADS Pipe / Connect to Existing Inlet	140.00	LF	\$140.00	\$19,600.00
5	Type P Manhole	1.00	EA	\$13,500.00	\$13,500.00
6	Relocate Exisiting Control Structure	1.00	EA	\$4,500.00	\$4,500.00
7	Remove Exisiting Drainage Structures	1.00	LS	\$12,500.00	\$12,500.00
8	Bahaia Sod	#####	SY	\$5.00	\$6,250.00
				TOTAL:	\$98,350.00

Description Of Work:

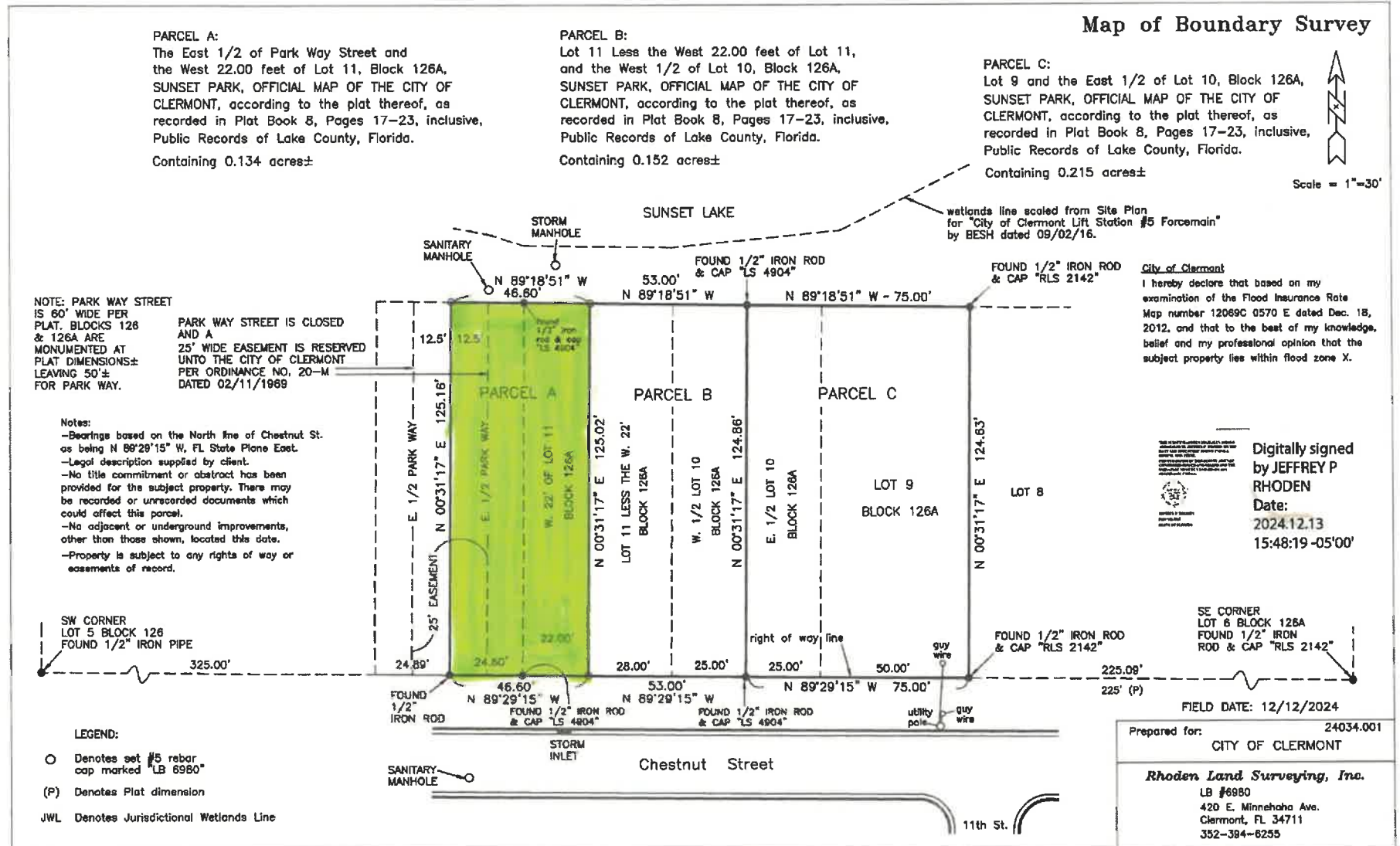
Relocate One (1) drainage structure, install 140 LF of 18" ADS Pipe, One (1) Manhole), Tie to Existing Inlet Structure. Pricing includes erosion control, removal of exisiting pipe and structures, grading and placement of sod, per drawing provided by the City of Clermont.

SUBMITTED BY: David Borchert

2007 plan of water quality project and storm line installation



2024 survey showing proposed Parcel "A" purchase.



DB Civil Construction LLC

Pricing for Change Order - Lake Winona added Drainage Structures

To: City of Clermont

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Description Of Work:

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SUBMITTED BY: David Borchert



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 28, 2025		
Agenda Item Name		
Splash Park Admission Fee Waiver		
Requested Action		
Approve Splash Park Admission Fee Waiver		
Staff Report		
Staff is recommending waiving general admission fees for Champions Splash Park at Waterfront Park. Currently the Splash Park has an individual daily admission fee of \$2 for both residents and non-residents. There is also a Season Pass available for \$15 Residents/\$30 Non-Residents. The revenue received from admission fees is offset by the seasonal staff collecting fees on-site and monitoring the park. The Splash Park has a camera focused on it which can be monitored in real time. Additionally, Park Rangers can monitor the area at regular intervals. Several area municipalities including, but not limited to Groveland, Winter Haven, Apopka do not charge admission fees for general splash park use. The city would still generate direct revenue from the Splash Park during hours the amenity is not open to the public from rentals if the admission fees are waived.		
Additional Analysis		
Fiscal Impact Summary		
Admission revenue and personnel expenses at the Splashpad are budget neutral items (\$30,000) in the FY 2024-2025 budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 28, 2025		
Agenda Item Name		
Lake County Rowing Association/Boathouse Short Term Agreement Extension		
Requested Action		
Approve extension of Boathouse Management Agreement with LCRA through July 31, 2025		
Staff Report		
The initial 5 year term of the Management Agreement of the Boathouse between the City of Clermont and Lake County Rowing Association expires at the end of February, 2025. There are ideas related to the best way the Boathouse can serve the city long-term which have not been fully explored. In order to provide the time for the city to explore Boathouse management and usage, staff is proposing a short term extension of the current agreement's existing terms through July 31, 2025.		
Additional Analysis		
Fiscal Impact Summary		
The monthly revenue of the current agreement is included in the full FY 2025 budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. LCRA Agreement Extension to July 31, 2025	LCRA Agreement Extension to July 31, 2025.pdf	
2. Executed LCRA Agreement 2_25_20	Executed LCRA Agreement 2_25_20.pdf	

MANAGEMENT AGREEMENT EXTENSION

between

CITY OF CLERMONT

and

LAKE COUNTY ROWING ASSOCIATION, INC.

a non-profit corporation

This MANAGEMENT AGREEMENT (this "Agreement") entered into on this _____ 2025 by and between the Lake County Rowing Association, Inc., a Florida not for profit corporation ("Manager"), and the City of Clermont ("City") a political subdivision of the State of Florida extends all terms and conditions of the LCRA/Boathouse Management Agreement with the City entered into on February 25, 2020 to now be valid through July 31, 2025.

THE CITY OF CLERMONT

LAKE COUNTY ROWING ASSOCIATION, INC.

Mayor, Tim Murry

Date: _____

President, Mark Vantrease

Date: _____

WITNESSES:

Print Name: _____

Print Name: _____

MANAGEMENT AGREEMENT

between

CITY OF CLERMONT

and

LAKE COUNTY ROWING ASSOCIATION, INC.

a non-profit corporation

This **MANAGEMENT AGREEMENT** (this "**Agreement**") is entered into on this February 25, 2020 and shall be effective on the date of issuance of the Certificate of Occupancy of the Boathouse described herein (the "**Effective Date**"), by and between the Lake County Rowing Association, Inc., a Florida not for profit corporation ("**Manager**"), and the City of Clermont ("**City**") a political subdivision of the State of Florida.

RECITALS

WHEREAS, the City owns the Downtown Clermont Waterfront (the "**Boathouse**") in South Lake County to host national, regional, and local rowing events, team training and to bring in clubs, college teams, and high school teams to Lake County with the assistance of Manager (the "**Program**"); and

WHEREAS, the City desires to lease the Boathouse to Lake County Rowing Association to use the interior of the Boathouse for its club membership and activities.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. RECITALS.

The above Recitals are true and correct and form a part of this Agreement.

2. TERM.

The term of this Agreement ("**Term**") shall commence on the Effective Date and continue for five (5) years. Thereafter this Agreement may be extended for an additional five (5) years as may be mutually agreed to by the Parties in writing. At least twelve (12) but no more than eighteen (18) months prior to the expiration of this Agreement, the parties will meet to discuss an extension to this Agreement and/or processes related to transition of control to the City or Manager's successor.

3. MANAGER FEE.

In consideration of the rights granted therein and in addition to all other duties and all other obligations contained herein of Manager, Manager shall pay to City the sum of FIVE HUNDRED (\$500)

DOLLARS per month for each month or portion thereof commencing on February 26, 2020 and continuing on the first day of each month thereafter through the Initial Term of this Agreement.

4. BOATHOUSE FACILITY.

(a) **Changes to the Boathouse.** Manager shall not make any modifications, changes or alterations to the Boathouse without City's prior written consent after providing to City any and all applicable plans or any other documentation reasonably required by City. Maintenance at Manager's expense, of the existing appearance of the Boathouse and/or repair or replacement of existing facilities or equipment at Manager's expense, shall not be a change requiring prior approval of City.

(b) **Ownership of the Boathouse.** Manager acknowledges that the City is the owner of the Boathouse. Any additions of permanent fixtures to the Boathouse by Manager shall require City's prior written consent and shall remain the property of City upon termination of this Agreement.

5. RIGHT AND DUTIES OF MANAGER.

(a) **Management of the Boathouse Premises.** Manager agrees to be responsible for managing, directing, operating and coordinating the daily activities on the Boathouse Premises, as described below, to include, organizing, scheduling and advertising, national, regional and local rowing regattas and events utilizing the Boathouse Premises.

Any named events solely established by, exclusively owned by, or bearing the name of Manager at the termination of this Agreement shall be and remain that of Manager, as applicable; this right of ownership shall survive termination of this Agreement. Manager shall not use the name, image or likeness of the City of Clermont or "Choice of Champions" without the express prior written approval of City. Notwithstanding anything herein to the contrary, the parties recognize the benefit of co-branding and the use of the name "Choice of Champions" (or other similar reference to "Champions" or "Choice"), if permitted by the City at the time of organization of the event, shall not otherwise convert or transfer the ownership of the event from Manager to the City if the other conditions set forth in this paragraph are met. Additionally, any the right to use the name "Choice of Champions" (or other similar reference to Champions" or "Choice "granted by City, at any time and for any event, shall be revocable at any time by City and shall not otherwise convert or transfer any ownership rights, license or interest in the name to Manager. Furthermore, Manager shall not have the right to assign or authorize any other person, company or entity to use the name, without the express prior written approval of the City.

(b) **Use of Boathouse.** During the Term of this Agreement, Manager shall have the exclusive right to possession and management of all interior areas of the Boathouse, as more particularly described in Exhibit "B" attached hereto and incorporated herein and referred to as the "Boathouse Premises", subject only to the City's right to use the outside surrounding areas and its right to enter for maintenance, repair, and inspection as further set forth herein. Manager's exclusive rights hereunder shall only apply to the interior of the Boathouse any use of the exterior surrounding areas shall be subject to the prior approval of the City, including but not limited to any accessory structures. It is expressly understood that the Manager does not have exclusive use of any docks or mooring facilities located on the lake adjacent to or near the Boathouse Premises. Any such docks or mooring facilities shall be open to the public as may be determined by the City Manager, or his or her designee, in collaboration with Manager to ensure continuity of scheduling of events and activities at the Boathouse Premises and the safety of the individuals and clubs who utilize the Boathouse and its surrounding areas. For the purposes of Manager's members, visiting teams, and storage of equipment, the Boathouse Premises shall be subject to Manager's exclusive control,

provided however, City shall have at all times during the Term(s) of this agreement the right of entry upon the Boathouse Premises for inspection and examination and for the purpose of making any alterations or repairs to the Boathouse Premises that the City may deem necessary for the safety or preservation of the Boathouse Premises. Manager agrees to maintain the Boathouse Premises and paved areas surrounding the Boathouse that were created in association with construction of the Boathouse and shall establish and adopt written rules and restrictions regarding the use of these areas (said rules and restrictions shall be approved by the City Manager of City). Unless otherwise agreed to in writing by the parties, Manager shall provide, at its expense, all equipment used at the Boathouse, such as but not limited to: office furniture, computers, supplies, copiers, printers, laminator, tables, chairs, tents, telephones, wireless set up, safe, garbage receptacles, water coolers, tables and chairs, bleachers, benches, umbrellas, barricades, exercise equipment, boat trees, any and all communication hook ups, and fixtures. Manager shall not sublet the Boathouse Premises or otherwise assign any right hereunder without express written consent of the City.

(c) **Use of Other Facilities.** Manager acknowledges that the Boathouse Premises are located on the City's property and on the property of City of Clermont Waterfront Park in Clermont, Florida and that this Agreement does not include access to any other facilities owned or controlled by the City except for the fenced area on or around the Boathouse Premises, which is designated for boat storage and activities hosted or supported by City and Manager at Waterfront Park. If Manager desires to use these other facilities, Manager shall make separate arrangements, subject to availability, with the City regarding use of any of its facilities or services and the costs thereof; however, guests or employees of Manager shall not be charged fees for use of City facilities that are greater than the fees charged to the general community.

(d) **Use of Rowing Course.**

(i) Manager shall notify the Parks and Recreation Director in writing a minimum of forty-five (45) days prior to any requested use of the rowing course.

(ii) Manager shall not install the rowing course sooner than fourteen (14) days prior to any approved event date and shall remove the course, except anchors, no later than fourteen (14) days after the approved event.

(iii) Manager shall notify the Parks and Recreation Director in writing within twenty-four (24) hours of the course being removed.

(e) **Personnel.** Manager shall provide sufficient personnel to perform the duties assigned to Manager in this Agreement. All such personnel shall be employed by, contracted with, and otherwise paid by Manager. Manager shall ensure all staff members have training and educational backgrounds proper to their duties and that all staff members meet security and criminal and background clearances. City reserves the right at any time, but not the obligation, to direct the type and level of security and criminal background screening to be completed by Manager. Manager shall not be an agent of the City or the County and shall have no authority to bind personnel to employment relationships with any of the aforementioned entities.

(f) **Receipts and Operating Costs.** Manager shall be entitled to receive all cash receipts, charge and debit sales, and other revenues received in connection with the Boathouse activities, events, concessions and sponsorships. For clarity, Manager has all rights to income generated through the Boathouse, including but not limited to regattas, tournaments, events, rents collected from renting out the Boathouse for events, sponsorships, marketing agreements, vendors, concessions, hotel rebates, theme park ticket sales from participants and spectators, financial assistance, and merchandise sales. Manager shall pay for all operating costs, including office equipment and supplies, employment benefits, payroll taxes,

utilities, repairs and maintenance of the interior of the physical facilities, and contract services from third party vendors. Manager shall also be responsible for any taxes on the Boathouse operations. Manager shall be entitled to retain all net operating revenues and shall be responsible for all net operating losses of the Boathouse.

(g) **Financial Statements.** Annually on January 1st and July 1st, Manager shall provide to City, in a format acceptable to City, a financial statement showing all revenue and expenses associated with or derived by Manager from any regatta, event, or activity that occurred on the Boathouse Premises during the reporting period. Notwithstanding the foregoing, the parties recognize that the Manager will act as both a manager of the Boathouse and hosting, organizing and maintaining, independent of the City a rowing club at the Boathouse in addition to making the Boathouse and Boathouse Premises available for third party use to promote economic development. Therefore, the City recognizes that Manager may not have access to the financial records of these third parties and agrees that, unless otherwise required by law or by the terms of this Agreement, the third party entity will have to disclose private financial information to the City. The intent of the financial statement is to make available to the City all revenues and expenses associated with the management of the Boathouse premises and the financial statement shall reflect these revenues and expenses. Tax filings will be provided to the City upon request; in addition, if the City Manager requests to view or inspect Manager's financials at any time, Manager agrees to make its financials available for inspection within a reasonable time of City's request. Except as provided for herein, Manager shall be solely responsible for its operating budget and shall be under no obligation to disclose its budget, revenues, costs, or operating expenses to the City or any other person or entity except as required by Florida law, as may be required by City to obtain any permit related to activities related to the Boathouse, to comply with any requirements of any County, State or Federal agency or as necessary to demonstrate compliance with the Program.

(i) Manager shall provide to the City, in a format acceptable to City, a complete breakdown by activity of all revenue generated specific to the use of the rowing course. This shall be provided to the Parks and Recreation Director annually on the following dates; March 15, June 15, September 15 and December 15.

(h) **Contractual Authority.** Manager shall have authority to enter into contracts with groups, individuals, organizations, and schools for events to be held on the Boathouse Premises; however, Manager shall not have authority to bind the City to any such contracts. No such contracts shall extend beyond the Term of this Agreement without the City's prior written approval.

(i) **Specific Duties.** Without limiting the Manager's duties under this Agreement and with the exception of all items identified as the City's responsibilities under this Agreement, Manager shall perform the following specific duties related to management of the Boathouse:

(i) Negotiate all user agreements and process all invoicing for groups, teams, individuals and camps.

(ii) Review and pay all bills for services and products related to Boathouse events.

(iii) Provide orientation of the Boathouse with all individuals and groups reasonably requesting same.

(iv) Ensure that groups, teams, individuals and camp participants execute and deliver to Manager a waiver document in a form approved by City, waiving, and releasing City from, any and all

Initials: 

claims that the group, team, individual or participant may have against the City resulting directly or indirectly from any activity of any kind at or associated with the Boathouse. All such waivers shall be maintained by Manager for a period of at least five (5) years from the date of any event or activity and shall be provided to City by Manager upon City's request.

- (v) Maintain and repair equipment and keep inventory of equipment.
- (vi) Purchase equipment, as needed, to replace equipment that is broken or is no longer safe or serviceable. All equipment purchased by Lake County Rowing Association shall be and remain that of Lake County Rowing Association at the termination of this Agreement.
- (vii) Maintain the interior of the physical facilities and buildings, and other areas comprising the Boathouse Premises in an attractive and safe condition.
- (viii) Open the Boathouse Premises for scheduled events and activities and lock and/or secure equipment and fencing around the Boathouse Premises when events and activities are done or at the end of the day.
- (ix) Ensure officials are provided, when necessary.
- (x) Apply for all sanctions when necessary or desired for events at the Boathouse.
- (xi) Provide set-up and tear-down, as required, for events at Boathouse.
- (xii) Provide hospitality service to visiting groups in the form of assistance in obtaining housing, transportation, and amusement tickets, if appropriate for the event.
- (xiii) Not to install or display any signs, banners, flyers, flags or similar items without the prior written approval of City.
- (xiv) Conduct, and ensure that all entities conducting, activities at the Boathouse or related thereto are conducted in strict compliance with all applicable federal, State and local laws.

(j) **Management Reports.**

(i) During the Term(s) of this Agreement, the Manager shall provide the City a report of all activities taking place at the Boathouse during the previous quarter and the economic impact of those activities, if known or measured (the "Report"). The Report shall be provided to City within thirty (30) days of the end of the applicable quarter. The Parks and Recreation Director will meet with the authorized agent of Manager within thirty (30) days of each Quarterly Report to discuss the items addressed in the Quarterly Report and to give Manager feedback and comments to ensure the Manager is performing to the City's satisfaction.

6. **DUTIES OF THE CITY.**

(a) **Copies of Contracts.** Upon Manager's request, provide complete copies of all contracts and agreements arising out of and/or related to the Boathouse for Manager's review and records.

(b) **Maintenance.** The City agrees to maintain the unpaved grounds around the Boathouse as it would for the rest of Waterfront Park and to provide for landscaping, in City's sole discretion, that would benefit both the Waterfront Park's scenic beauty and that of the Boathouse.

(c) **Delegation of Day-to-Day Management of the Boathouse Premises.** Except as otherwise provided herein, the City agrees to delegate decisions regarding event authorization, day to day management, directing and operations, marketing authorization and promotional planning.

(d) **Maintenance of Restrooms.** The City shall be responsible for maintenance of the restrooms and ensuring that the restrooms are open and available to the public as determined by the City. Notwithstanding the foregoing, Manager shall have a key to the restrooms and access to same at all times, provided however, that Manager shall have no authority to restrict public access at any time to the restrooms.

(e) **Maintenance of Structural Items.** The City shall be responsible for maintenance of structural issues arising out of or related to the Boathouse (including, but not limited to, HVAC, plumbing, structural integrity, and roof.).

(f) **Utilities.** The City, at its expense, shall provide to the Boathouse Premises telephone, water, sewer, and electric utility service. All other services shall be the responsibility of the Manager.

7. INSURANCE.

(a) **City as Insured.** The Manager further covenants and agrees to provide and maintain, at all times during the term of this Agreement policies of insurance insuring the Manager and the City against any and all claims, demands, actions and causes of action whatsoever for injuries received and damage to property in connection with the use, occupation, management and control of the Boathouse Premises and the improvements thereon by Manager. Such policies of insurance shall insure the Landlord and the Tenant in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) to cover claims of any one person from any single or specific cause and in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) to cover, in connection with any one particular accident or occurrence, the total aggregate of claims that may arise or to be claimed to have arisen against the City or the Manager, as aforesaid. The City shall be listed on said policies as additional insured. Nothing herein shall be construed as a waiver, either in whole or in part of the City's sovereign immunity as provided by Section 768.28, Florida Statutes, or its successor.

(b) **Boathouse Structures.** Manager shall also provide and maintain at all times during the term of this Agreement and any renewal hereof, policies of insurance, insuring all structures on the Boathouse Premises for at least 100% of their value against fire and casualty. The City shall be listed on said policies as additional insured.

(c) **Copies to be Provided.** Copies of the aforementioned policies of insurance and original certificates of the issuance thereof, shall be delivered to the City as evidence of the compliance by the Manager with the terms and provisions contained herein. Each of the said insurance policies shall be issued by a company or companies authorized to do business in the State of Florida and have an A.M. Best Company Rating of "A" or better and a Financial Size Category of "VII" or better, or as otherwise approved by City. Should the Manager fail to maintain such insurance in force, the City may, but shall not be obligated to, procure the same and advance funds for the payment of the cost thereof for and on behalf of

the Manager and all such payments shall be immediately due and payable to City, upon written demand therefore.

(d) **Loss of Insurance.** If during the period which an insurance company is providing the coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with any applicable Florida Law, or 3) fail to maintain the Best Rating and Financial Size Category, the Manager shall, as soon as the Manager has knowledge of any such circumstance, immediately notify the City and immediately replace the insurance coverage provided by the insurance company with a different insurance meeting the requirements of this Agreement. Until such time as the City has replaced the unacceptable insurer with an insurer acceptable to City, the Manager shall be deemed in default of this Agreement.

8. BREACH.

In the event of a breach of (i.e., failure of a party to comply with) any obligation or covenant under this Agreement, the non-breaching party may give the breaching party written notice of the specifics of the breach, and the breaching party shall have ninety (90) days (the "Cure Period") in which to cure the breach if such breach is capable of cure. If it is commercially impractical to cure the alleged breach within the Cure Period, the breaching party shall have such commercially reasonable time as may be necessary to cure the breach. If the breach is not cured within said Cure Period, the non-breaching party shall be entitled to pursue any remedies it may have by reason of the breach. A waiver of any breach of this Agreement shall not constitute a waiver of any future breaches of this Agreement, whether of a similar or dissimilar nature.

9. TERMINATION OF AGREEMENT

This Agreement may be terminated prior to the expiration of the Term only as follows, and any such termination shall not affect any rights or obligations arising prior to the effective date of termination:

(a) **Breach.** In the event of a material breach of this Agreement which is not cured within the Cure Period set forth in Section 8 above (a "Breach") or in the event of a breach as to which no Cure Period is provided by this Agreement, the non-breaching party may terminate this Agreement upon no less than ninety (90) days' written notice. This remedy shall be in addition to any other remedy available at law or in equity. Failure to terminate this Agreement shall not waive any breach of this Agreement.

(b) **Convenience.** Either party may, upon ninety (90) days written notice to the other party, terminate this Agreement for any reason whatsoever and without consequence or obligation of any kind.

(c) **Casualty.** Manager shall restore any damages to the Boathouse to the extent that insurance proceeds are sufficient for restoration. In the event that the physical plant housing the Boathouse is destroyed or is so damaged such that it is reasonably anticipated that insurance proceeds will be insufficient for Manager to repair or reconstruct the damaged facilities with a view toward resuming full operation, then either The City or the Manager may terminate this Agreement upon no less than sixty (60) days' notice and such insurance proceeds shall be paid to the Manager proportionately to the extent of their respective losses

(d) **Insolvency.** Either party may terminate this Agreement upon sixty (60) days' notice in the event the other party becomes insolvent or fails to pay, or admits in writing its inability to pay, its debts as they mature; or a trustee, receiver or other custodian is appointed for the other party for all or a substantial part of the other party's property and is not discharged within sixty (60) days; or any bankruptcy reorganization, debt, arrangement, or other proceeding under any bankruptcy or insolvency law or any

dissolution or liquidation proceeding is instituted by or against the other party and if instituted against the other party is consented to or acquiesced in by that party or remains for sixty (60) days undismissed; or any warrant or attachment is issued against any substantial portion of the property of the other party which is not released within sixty (60) days of service.

10. EFFECTS OF TERMINATION.

In the event of the termination or expiration of this Agreement for any reason, Manager shall immediately relinquish the Boathouse Premises to the City and deliver up to the City, all of the Boathouse Premises in as good condition and repair as upon delivery of possession to the Manager, ordinary wear and tear and damage by fire or other casualty only excepted. The termination of this Agreement for any reason, other than Breach by Manager, shall be without prejudice to any payments or obligations which may have accrued or become due hereunder prior to the date of termination or which may become due after such termination. Manager shall accomplish a smooth transfer of operations and events back to the City, by providing to the City copies of all documentation, contracts, and other arrangements, including transfer of all advance financial deposits, regarding events, programs, or activities scheduled or under negotiation to occur after termination of this Agreement and the parties shall inform others that the events have been so transferred. Notwithstanding anything herein to the contrary and except as to termination for Breach by Manager, in the event Manager has already scheduled, promoted, advertised, or otherwise committed to any events, programs, or activities at the Boathouse Premises and said events, programs, or activities will occur after the effective date of Termination, the City agrees that Manager shall be permitted to conduct those events on the same terms and conditions as otherwise set forth in this Agreement at no additional expense from the Manager to the City except those already in place at the effective date of Termination.

11. INDEMNIFICATION AND HOLD HARMLESS.

The provisions of this Section 11 shall survive the termination or expiration of this Agreement.

(a) **Indemnification.** Each party (an "Indemnitor") agrees to indemnify and hold harmless the other party, its shareholders, directors, officers, and employees ("an Indemnified Party") from and against any and all losses, claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees and expenses related to the defense of any claims), which may be asserted against an Indemnified Party or for which they may now or hereafter become subject arising in connection with the activity of the Indemnitor ("Claim"), including but not limited to: (i) alleged or actual failure by the Indemnitor to perform any of its duties hereunder, including by negligence or willful or wanton misconduct and (ii) any violation of any requirements applicable to the Indemnitor under any federal, state or local environmental/hazardous waste or similar law or regulation; except only to the extent that such Claims may have been caused, in part, by the negligence or willful or wanton misconduct of the Indemnified Party seeking indemnification pursuant to this Agreement. No party shall recover any amount in excess of actual damages incurred. Nothing herein shall be construed, interpreted or act as a waiver of any sovereign immunity that City may enjoy as a matter of law.

(b) **Notice of Claim.** In the event that any claim is made which may result in the right of indemnity hereunder, the Indemnifying Party against whom the claim is made shall promptly give notice to the Indemnitor and give the Indemnitor the opportunity to defend the claim with counsel reasonably satisfactory to the Indemnified Party, and the Indemnitor shall pay all costs of such defense (including reasonable attorney fees), whether or not the claim is successful). Each Indemnitor agrees that no settlement of any Claim involving its Indemnified Party will be made without the consent of such Indemnified party. Likewise, each Indemnified Party agrees that it will not settle any Claim without the consent of its

Indemnitor. The Indemnitor will furnish to the Indemnified Party copies of all pleadings in any action hereunder, permit the Indemnified Party to be an observer therein, and apprise the Indemnified Party of all developments therein, all at the Indemnitor's expense.

(c) **Non-Payment of Claims.** In the event an Indemnitor fails to pay, timely and fully, any amounts due relative to any Claims, its Indemnified Party may pay such Claim to a third party. In such event, such Indemnified Party may recover from its Indemnitor in addition to the amount so paid, interest on the amount claimed at the lesser of 12% per annum or such maximum amount of interest as is permitted by law and also recover the costs of such Indemnified Party's reasonable attorneys' fees in connection with the enforcement of this Agreement.

12. **NOTICES.**

All notices permitted or required by this Agreement shall be deemed given when in writing and delivered personally or deposited in the United States Mail, postage prepaid, return receipt requested, or by overnight courier with confirmation of delivery, addressed to the other party at the address set forth below or such other address as the party may designate in writing by similar notice:

To Manager:

LAKE COUNTY ROWING ASSOCIATION, Inc.
Attn: President
Mike Furukawa
P O Box 120173
Clermont, FL 34712

With a copy to:

Alison Strange, Esquire
Bret Jones, P.A.
700 Almond Street
Clermont, Florida 34711

To the City:

City of Clermont
Attn: City Manager
685 West Montrose Street
Clermont, Florida 34711

With a copy to:

Daniel Mantzaris, Esq.
de Beaubien, Knight, Simmons, Mantzaris & Neal, LLP
PO Box 87
Orlando, Florida 32802

13. **ASSIGNMENT.**

Neither party shall assign this Agreement, including by any merger or consolidation with another legal entity, except with the prior written consent of the other party. Any approved assignment of this Agreement shall be binding upon and shall inure to the benefit of the parties' successors and assigns.

14. NO AGENCY OR PARTNERSHIP.

Manager is an independent contractor under this Agreement. The City, the County, and Manager are not partners, joint venturers, or principal or agent of the other.

15. COMPLIANCE WITH LAW.

Manager shall perform the services described in this Agreement in accordance with applicable statutes, rules and regulations required by Federal and Florida law, as may be from time to time be in effect or applicable to Manager. **MISCELLANEOUS.**

(a) **Headings.** Section headings are, for convenience of reference only and shall not be used to construe the meaning of any provision of this Agreement.

(b) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall together constitute one agreement.

(c) **Severance.** Should any part of this Agreement be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity and enforceability of the remaining portions.

(d) **Authority.** Each individual signing this Agreement warrants that such execution has been duly authorized by the party for which he or she is signing, and this Agreement constitutes the valid and enforceable obligation of each party in accordance with its terms.

(e) **Law.** This Agreement shall be construed in accordance with the laws of the State of Florida and venue for any action based on this Agreement shall be in Lake County, Florida.

(f) **Public Records.** Manager expressly understands records associated with this project may be public records and agrees to comply with Florida's Public Records law, to include, to:

(i) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services contemplated herein.

(ii) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this Florida's Public Records law or as otherwise provided by law.

(iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(iv) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Manager upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public

records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

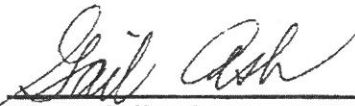
(v) IF MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR SHALL CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, (352) 241-7330.

(g) Amendment. This Agreement may not be modified except in writing executed by the party to be charged.

(h) Entire Agreement. This Agreement and the Program constitute the entire agreement of the parties hereto and supersedes all prior agreements and representations with respect to the subject matter hereof. A Sponsorship Agreement between Manager and The City, dated the same date as this Agreement, deals with other matters.

IN WITNESS WHEREOF, this Agreement is executed and shall be binding on the parties only after all parties have signed below and shall be effective as of the Effective Date.

THE CITY OF CLERMONT



Mayor Gail Ash

February 25, 2020

LAKE COUNTY ROWING
ASSOCIATION, INC.



Mike Furukawa

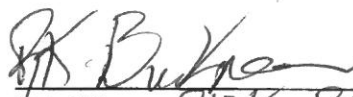
President

February 27, 2020

WITNESSES:



Print Name: Tracy A. Howe



Print Name: RICK BUCKNER

Print Name: _____

Print Name: _____

**AGENDA ITEM**

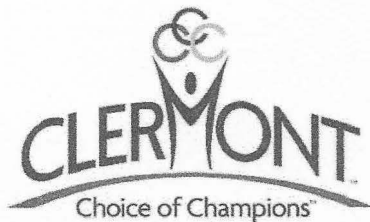
Meeting Date	
Tuesday, January 28, 2025	
Agenda Item Name	
Road Closure Requests	
Requested Action	
Consider the request from Clermont Main Street to approve road closures for 2025 events.	
Staff Report	
Clermont Main Street is requesting road closure approval for the following 2025 events that take place in downtown:	
Events: Food Truck Wars - Saturday, March 22, 2025 Anime Night Market - Saturday, April 12, 2025 <i>(8th St. Only)</i> Food Truck Wars - Saturday, July 12, 2025 Anime Night Market - Friday, September 20, 2025 <i>(8th St. Only)</i> Harvest Festival - Saturday, October 25, 2025 Hometown Holidays - Saturday, November 22, 2025	
<u>Road Closures:</u>	
Food Truck Wars - 4 PM until 10:30 PM at the following intersections: - W. Minneola Avenue between 7th Street and West Avenue - Pavilion at 8th and Minneola - Montrose Street all the way from 8th to Lake Ave - 8th Street from Montrose to W. Minneola - Parking lot behind Encore and the Animal League - The Art Walk - Grassy area behind Roasted Spirit - City Hall Lawn - 7th from W. Montrose to Desoto - W. Minneola from 8th to the driveway of the Post Office (not blocking post office exit)	
Anime Night Market - 1:00 PM until 9:30 PM at the following intersection: 8th Street from Montrose to W. Minneola	
Harvest Festival - 7 AM until 11 PM at the following intersections: - W. Minneola Avenue between 7th Street and West Avenue - Pavilion at 8th and Minneola - Montrose Street all the way from 8th to Lake Ave - 8th Street from Montrose to W. Minneola - Parking lot behind Encore and the Animal League - The Art Walk - Grassy area behind Roasted Spirit - City Hall Lawn - 7th from W. Montrose to Desoto - W. Minneola from 8th to the driveway of the Post Office (not blocking post office exit)	

Hometown Holidays - 7 AM until 11 PM at the following intersections:

- W. Minneola Avenue between 7th Street and West Avenue
- Pavilion at 8th and Minneola
- Montrose Street all the way from 8th to Lake Ave
- 8th Street from Montrose to W. Minneola
- Parking lot behind Encore and the Animal League
- The Art Walk
- Grassy area behind Roasted Spirit
- City Hall Lawn
- 7th from W. Montrose to Desoto
- Lake Ave from W. Montrose to W. Minneola
- W. Minneola from 8th to the driveway of the Post Office (not blocking post office exit)

Additional Analysis**Fiscal Impact Summary****Fiscal Impact****Fund Number and Description****Available Budget Amount****Exhibits Attached** (copies of original agreements)

- | | | |
|----|--|---|
| 1. | Application & Map -- Food Truck Wars | Application & Map -- Food Truck Wars.pdf |
| 2. | Application & Map - Anime Night Market | Application - Anime Night Market.pdf |
| 3. | Application & Map - Harvest Fest | Application & Map - Harvest Fest.pdf |
| 4. | Application & Map - Hometown Holidays | Application & Map - Hometown Holidays.pdf |



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date 10/05/2024
Name of Event Food Truck Wars
Date(s) of Event ~~January 25, 2025~~ 3/22/25 & 7/12/25 Estimated Attendance: 1000-2500
Event Start Time: 4pm Event End Time: 9pm
Before Event Setup Time: 12pm After Event Cleanup Time: 11pm
Name of Organization/Applicant Clermont Main Street

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 # 85-8018731931C-6

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

Federal ID # or Driver's License # 88-1574917

Event Contact Jennifer Christy/Patrick Bianchi Email patrick@vpdevelopmentgroup.com
Day Phone 352.989.0835 Cell Phone 352.989.0835
Address 836 W Montrose Street City Clermont State FL Zip 34711

Secondary Contact _____ Phone # _____

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

Briefly Describe Event: Showcasing regional food vendors and downtown brick & mortar restaurant and retail.

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: W. Minneola between 7th & West, Pavilion at 8th & Minneola, 8th from W. Montrose to W. Minneola,
parking lot between Encore & Animal League, Artwork, grassy area behind Roasted Spirit, City Hall lawn,
7th from W Montrose to DeSoto, W Montrose from 8th to Lake, parking lot behind News Leader & Mobility Rehab

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* 10x10

**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: _____

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

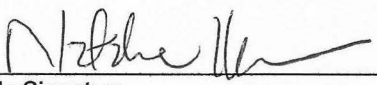
**Clermont Residents are not permitted to use 'Resident' status if the business is located outside of the city limits*

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
 Natalie Kahler

 Printed Name

Executive Director

 Title
 10/05/2025

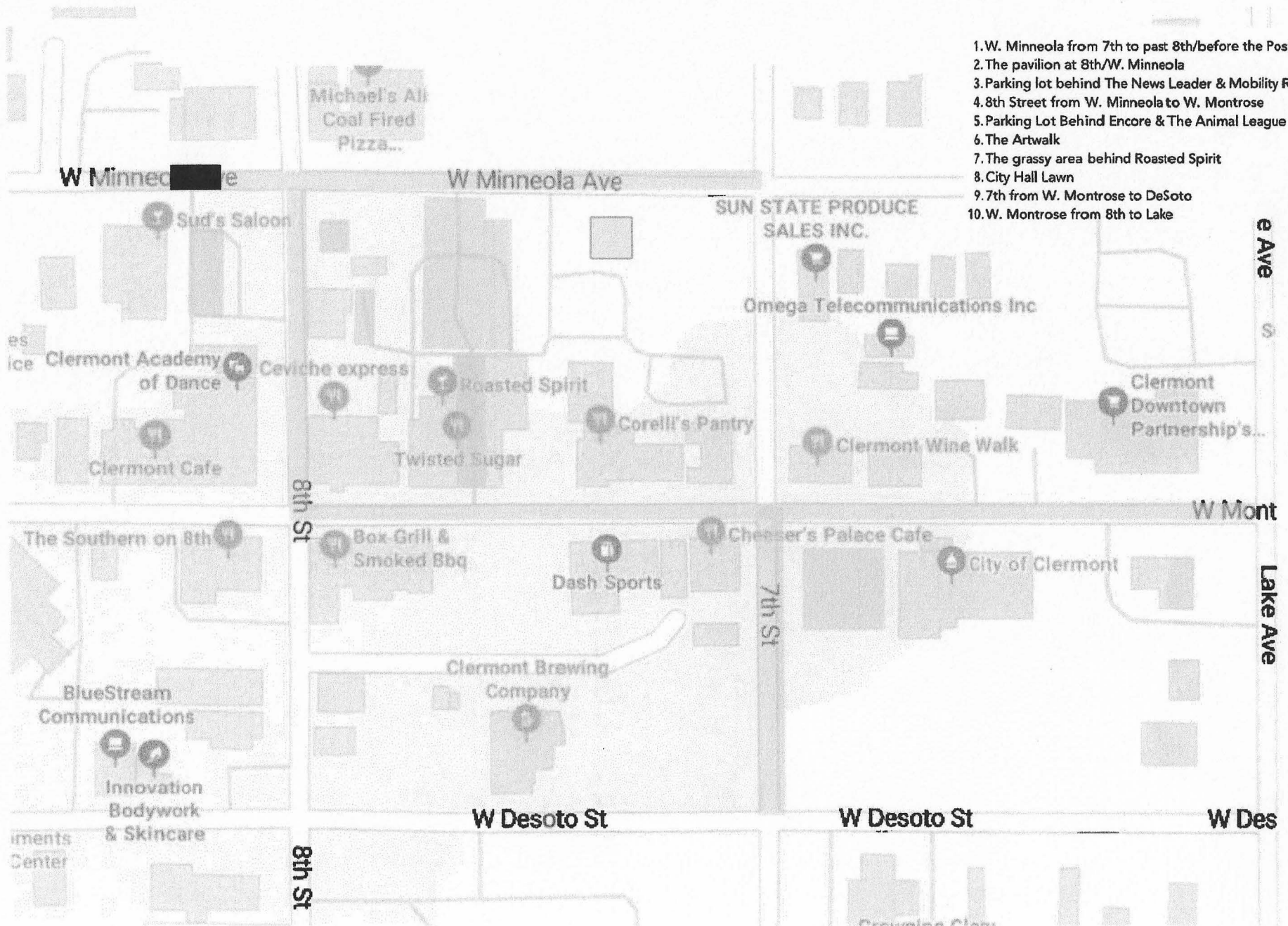
 Date

*****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.



- 1.W. Minneola from 7th to past 8th/before the Post Office
2. The pavilion at 8th/W. Minneola
3. Parking lot behind The News Leader & Mobility Rehab
4. 8th Street from W. Minneola to W. Montrose
5. Parking Lot Behind Encore & The Animal League
6. The Artwalk
7. The grassy area behind Roasted Spirit
8. City Hall Lawn
9. 7th from W. Montrose to DeSoto
10. W. Montrose from 8th to Lake



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date 10/05/2024
Name of Event Anime Night Market
Date(s) of Event 4/12 and 9/20 Estimated Attendance: 500
Event Start Time: 4pm Event End Time: 8pm
Before Event Setup Time: 1pm After Event Cleanup Time: 10pm
Name of Organization/Applicant Clermont Main Street

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 # 85-8018731931C-6

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

Federal ID # or Driver's License # 88-1574917

Event Contact Jennifer Christy/Patrick Bianchi Email patrick@vpdevelopmentgroup.com

Day Phone 352.989.0835 Cell Phone 352.989.0835

Address 836 W Montrose Street City Clermont State FL Zip 34711

Secondary Contact _____ Phone # _____

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

Briefly Describe Event: Showcasing regional craft vendors and downtown brick & mortar restaurant and retail.

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: W. Minneola between 7th & West, Pavilion at 8th & Minneola, 8th from W. Montrose to W. Minneola,

parking lot between Encore & Animal League, Artwork, grassy area behind Roasted Spirit, City Hall lawn,

7th from W Montrose to DeSoto, W Montrose from 8th to Lake, parking lot behind News Leader & Mobility Rehab

PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AND RETURN WITH YOUR APPLICATION

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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* 10x10

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

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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

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Insurance may be required by provider

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

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

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Law enforcement or fire/ems stand-by may be required by the City for certain events/activities and at the applicant's cost.*

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Describe: _____

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

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

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

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

SPECIAL EVENTS COST ESTIMATOR

NAME OF EVENT:	Anime Night Market		
DATE OF EVENT:	4/12/25 and 9/20/25		
EVENT CONTACT:	Jennifer Christy		
REFUND MAILING ADDRESS:	Clermont Main Street, 836 W Montrose Street		
	Street Address		
	Clermont	FL	34711
	City	ST	Zip
CELL PHONE:	352.989.0835		

Payment Deadline:

Application Fee and deposit are due upon submission

Final payment is due 30 days prior to event date.

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

	NON-PROFIT/ RESIDENT RATE	BUSINESS/ NON-RESIDENT RATE	SPECIAL INSTRUCTION	FEE
Application Fee	\$10	\$10	Non-Refundable	\$10
CITY PROPERTY:				
HIGHLANDER BUILDING AND PAVILION ~ AREA A (BLUE)				
Deposit	\$250	\$250	Refundable	
Hourly Fee	\$100	\$200	Per Hour (2 Hour Minimum)	
Daily Fee	\$700	\$1100		
PARK AREA ~ AREA B (RED)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
WATERFRONT ~ AREA C (YELLOW)				
Deposit	\$350	\$350	Refundable	
Hourly Fee	\$200	\$300	Per Hour (2 Hour Minimum)	
Daily Fee	\$1500	\$2500		
Each Consecutive Day	\$1200	\$2000		
CITY HALL PARK - DOWNTOWN ~ AREA D (GREEN)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
VICTORY POINTE				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
~ ADDITIONAL FEES ~ TO BE DETERMINED BY CITY STAFF				
Additional City Staff	\$35	\$35	Per Person, Per Hour	
Public Works Event Staff	\$35	\$35	4 hr. min, per staff	
Police Officer	\$52	\$52	4 hr. min, Per Officer	
Fire/ EMS Med Cart	\$150	\$150	4 hr. min, 2 staff min	
Fire Boat in the Water	\$300	\$300	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

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- Business is located outside the Clermont city limits

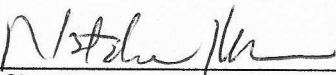
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All businesses, vendors, etc., must provide a Certificate of Liability with a minimum coverage of \$1,000,000 Comprehensive General Liability Insurance naming the City of Clermont as additionally insured

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

Natalie Kahler

Printed Name

Executive Director

Title

10/05/2025

Date

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

Department / Division Routing:

a) Parks & Rec. Dept.

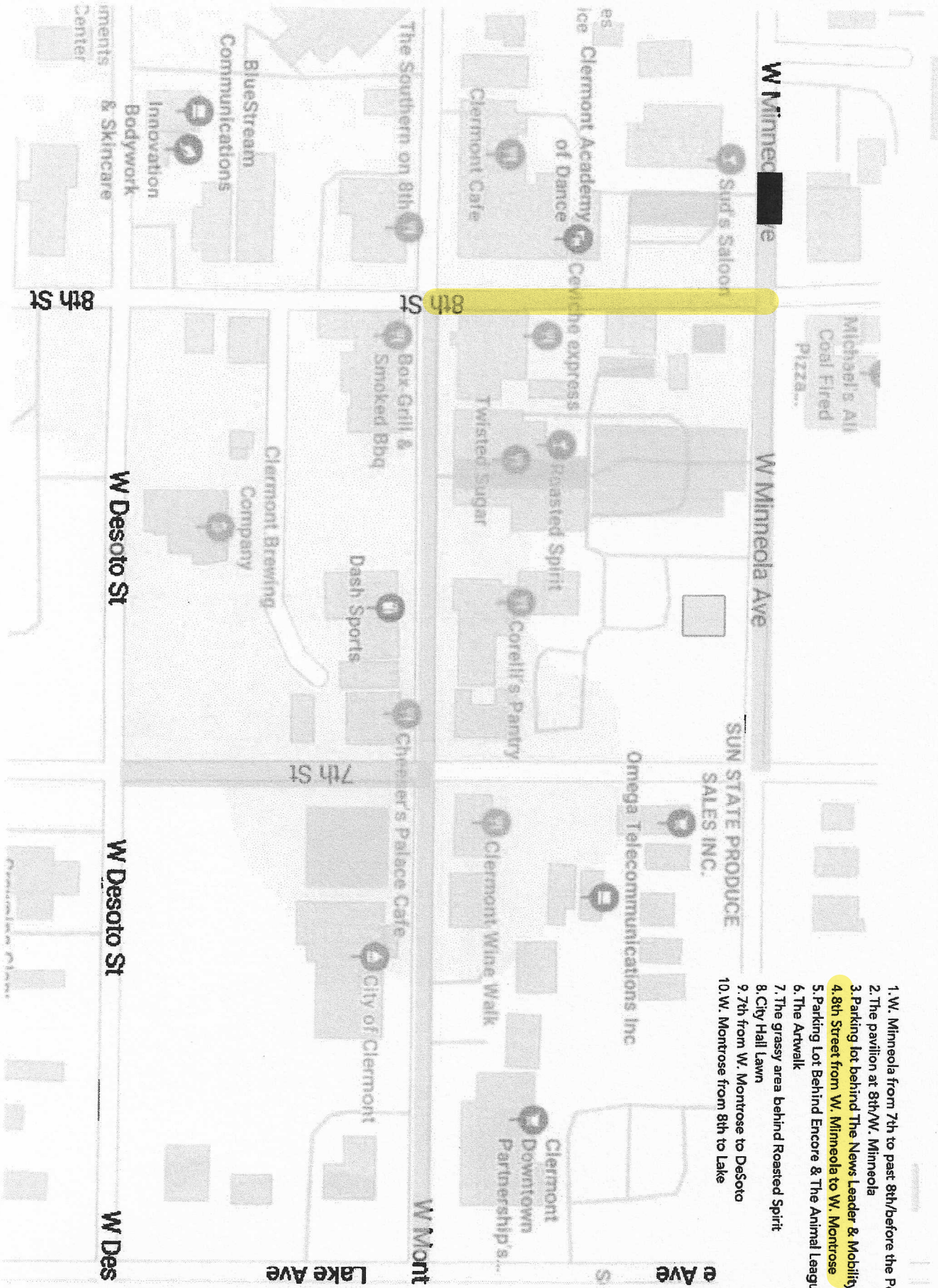
b) Police Department

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.



1. W. Minneola from 7th to past 8th/before the Post Office
2. The Pavilion at 8th/W. Minneola
3. Parking lot behind The News Leader & Mobility Rehab
4. 8th Street from W. Minneola to W. Montrose
5. Parking Lot Behind Encore & The Animal League
6. The Artwalk
7. The grassy area behind Roasted Spirit
8. City Hall Lawn
9. 7th from W. Montrose to Desoto
10. W. Montrose from 8th to Lake



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date 10/05/2024
Name of Event Harvest Fest
Date(s) of Event October 25, 2025 Estimated Attendance: 2500-4000
Event Start Time: 10am Event End Time: 10pm
Before Event Setup Time: 7am After Event Cleanup Time: 12pm
Name of Organization/Applicant Clermont Main Street

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 # 85-8018731931C-6

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

Federal ID # or Driver's License # 88-1574917

Event Contact Jennifer Christy/Patrick Bianchi Email jennchristy@clermontdowntown.com

Day Phone 352.989.0835 Cell Phone 352.989.0835

Address 836 W Montrose Street City Clermont State FL Zip 34711

Secondary Contact _____ Phone # _____

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

Briefly Describe Event: Harvest Fest celebrates the fall season, featuring family-friendly activities and entertainment.

Food and vendors are brought in to participate as well as brick and mortar businesses.

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: W. Minneola between 7th & West, Pavilion at 8th & Minneola, 8th from W. Montrose to W. Minneola,
parking lot between Encore & Animal League, Artwork, grassy area behind Roasted Spirit, City Hall lawn

7th from W Montrose to DeSoto, W Montrose from 8th to Lake, parking lot behind News Leader & Mobility Rehab

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* 10x10

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

Electrical Use: ☒ Yes ☐ No Describe the need: food vendors & entertainment

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:

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

Banners or Attention Getting Devices: ☒ Yes ☐ No

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

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

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

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

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

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

SPECIAL EVENTS COST ESTIMATOR

NAME OF EVENT:	Harvest Fest		
DATE OF EVENT:	October 25, 2025		
EVENT CONTACT:	Jennifer Christy		
REFUND MAILING ADDRESS:	Clermont Main Street, 836 W Montrose Street		
	Street Address		
	Clermont	FL	34711
	City	ST	Zip
CELL PHONE:	352.989.0835		

Payment Deadline:

Application Fee and deposit are due upon submission

Final payment is due 30 days prior to event date.

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	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)				
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Fire Boat in the Water	\$300	\$300	Per Hour	
Sales Tax				
GRAND TOTAL				

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

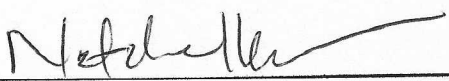
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- All businesses, vendors, etc., must provide a Certificate of Liability with a minimum coverage of \$1,000,000 Comprehensive General Liability Insurance naming the City of Clermont as additionally insured*

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
 Natalie Kahler

 Printed Name

Executive Director

 Title
 10/05/2025

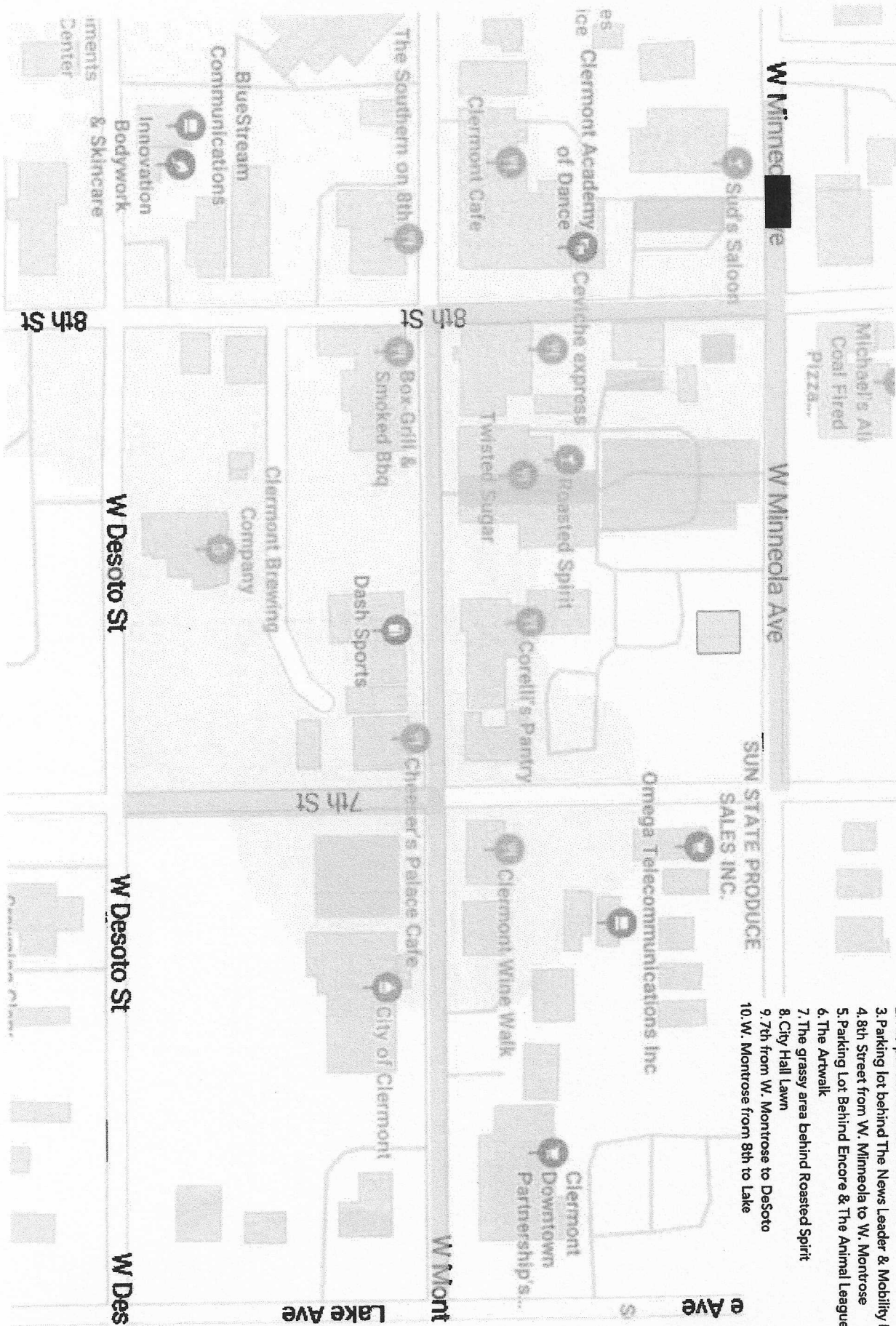
 Date

*****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.



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8. City Hall Lawn
9. 7th from W. Montrose to Desoto
10. W. Montrose from 8th to Lake



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date 10/05/2024
Name of Event Hometown Holidays
Date(s) of Event November 22, 2025 Estimated Attendance: 2500-4000
Event Start Time: 12pm Event End Time: 8pm
Before Event Setup Time: 9am After Event Cleanup Time: 10pm
Name of Organization/Applicant Clermont Main Street

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 # 85-8018731931C-6

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

Federal ID # or Driver's License # 88-1574917

Event Contact Jennifer Christy/Patrick Bianchi Email jennchristy@clermondowntown.com
Day Phone 352.989.0835 Cell Phone 352.989.0835
Address 836 W Montrose Street City Clermont State FL Zip 34711

Secondary Contact _____ Phone # _____

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

Briefly Describe Event: Kicking off the holiday season with a family-friendly event, including entertainment,
as well as food, artisan vendors and participating brick and mortar businesses.

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: W. Minneola between 7th & West, Pavilion at 8th & Minneola, 8th from W. Montrose to W. Minneola,

parking lot between Encore & Animal League, Artwork, grassy area behind Roasted Spirit, City Hall lawn

7th from W Montrose to DeSoto, W Montrose from 8th to Lake, parking lot behind News Leader & Mobility Rehab

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* 10x10

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

Electrical Use: ☒ Yes ☐ No Describe the need: food vendors & entertainment

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

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Live Television or Radio Broadcast: ☐ Yes ☒ No

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

Describe:

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.

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

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

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

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

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

SPECIAL EVENTS COST ESTIMATOR

NAME OF EVENT:	Hometown Holidays		
DATE OF EVENT:	November 22, 2025		
EVENT CONTACT:	Jennifer Christy		
REFUND MAILING ADDRESS:	Clermont Main Street, 836 W Montrose Street		
	Street Address		
	Clermont	FL	34711
	City	ST	Zip
CELL PHONE:	352.989.0835		

Payment Deadline:

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	NON-PROFIT/ RESIDENT RATE	BUSINESS/ NON-RESIDENT RATE	SPECIAL INSTRUCTION	FEE
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GRAND TOTAL				

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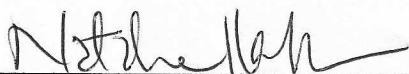
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Applicant's Signature

Natalie Kahler

Printed Name

Executive Director

Title

10/05/2025

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.

OTHER ACTIVATION AREAS:

City Hall Lawn

Grassy Area Behind Roasted Spirit

The Art Walk from Roasted to Minneola

West End Plaza Parking Lot

Corelli's Parking Lot

Hometown Holidays Footprint

Event Time: 12pm-8pm

Road Closures Requested: 7am - 10pm



STREETS ACTIVATED:

W. Montrose from Clermont Cafe up to Lake Ave.

8th Street between W. Montrose & W. Minneola

W. Minneola between 8th & 7th Streets

Lake Avenue between W. Montrose & W. Minneola

NO ACTIVATION:

7th between Paved Public Parking Lot & W. Minneola

W. Minneola between 7th & Lake

DeSoto Street



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 28, 2025		
Agenda Item Name		
Interlocal Agreement		
Requested Action		
Enter into Interlocal Agreement with Lake County for Lake Felter Park Improvements for the city to receive \$110,000 of Lake County Infrastructure Sales Tax funding		
Staff Report		
Kiwanis of South Lake approached staff about adding accessible playground equipment in a city park. Staff and Kiwanis of South Lake worked together to determine Lake Felter Park as the most suitable location to add the equipment due to the ease of access and available facilities. The city formally supported the project's efforts in 2023 and renewed its support for the project in 2024. Lake County has designated \$110,000 from their Infrastructure Sales Tax fund towards the project in FY 2025. Lake County has asked the city to enter into an Interlocal Agreement to receive the funds designated for the improvements at Lake Felter Park.		
Additional Analysis		
Fiscal Impact Summary		
Both the revenue and expense were unanticipated for Fiscal Year 2024-2025. Acceptance would necessitate a neutral budget amendment to the General Fund.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. ILA_Clermont_IST Funding_Kiwanis Playground Equipment_01.14.25	ILA_Clermont_IST Funding_Kiwanis Playground Equipment_01.14.25.pdf	
2. 19501-1-1 2023.1-2D	19501-1-1 2023.1-2D.pdf	
3. 19501-1-1 2023.1 3D blue_red_green-05	19501-1-1 2023.1 3D blue_red_green-05.jpg	
4. 19501-1-1 2023.1 3D blue_red_green-02	19501-1-1 2023.1 3D blue_red_green-02.jpg	
5. City of Clermont Support Letter. Lake Felter Playground.Kiwanis.9.25.23	City of Clermont Support Letter. Lake Felter Playground.Kiwanis.9.25.23.pdf	
6. Kiwanis Playground	Kiwanis Playground.pdf	

**INTERLOCAL AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA, AND THE CITY OF CLERMONT
RELATING TO FUNDING FOR IMPROVEMENTS TO LAKE FELTER PARK**

This is an Interlocal Agreement (“Agreement”) between Lake County, Florida, a political subdivision of the State of Florida (“County”), by and through its Board of County Commissioners, and the City of Clermont, a municipal corporation pursuant to the Laws of Florida (“City”), by and through its City Council (collectively “Partes”).

WITNESSETH:

WHEREAS, Ordinance 2015-41, adopted June 16, 2015, and approved by a majority of the voters of Lake County on November 3, 2015, authorized the County to extend the one-cent infrastructure sales surtax, levied pursuant to Section 212.055(2), Florida Statutes, for an additional 15 years, from January 1, 2018, through December 31, 2032; and

WHEREAS, Section 13-1, Lake County Code, states that proceeds of the surtax may be utilized for parks, trails, recreation, and libraries, amongst other uses, authorized by Florida law; and

WHEREAS, City requested the County provide funds for the City, in partnership with the Kiwanis Club of South Lake, to purchase and install adaptive playground equipment at the Lake Felter Park (“Park”) along with a sidewalk to make the new equipment accessible to users (“Project”); and

WHEREAS, on August 27, 2024, the Lake County Board of County Commissioners (Board) approved the Fiscal Year 2025 Infrastructure Sales Tax Project Plan which included the City’s funding request of \$110,000 for the Project; and

WHEREAS, the Parties agree that entry into this Agreement regarding improvements to the Lake Felter Park is in the best interest of the Parties, the residents of the area, and their public health, safety, and welfare.

NOW, THEREFORE, in consideration of the mutual terms and obligations set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties 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. **Project Description.** Funds will be utilized by the City for the purchase and installation of adaptive playground equipment as well as the installation of a sidewalk to make the new playground equipment accessible to users at Lake Felter Park, located at 1750 Johns Lake Road, Clermont, Florida 347111 (Alt. Key 3821838 / PID 28-22-26-1200-003-00000), which is owned

and maintained by City ("Project"). City will be partnering with Kiwanis Club of South Lake County to procure and install the adaptive playground equipment. City will be solely responsible for maintenance of the improvements following installation for the duration of the life of the improvements installed as part of this Project. City's request is attached hereto and incorporated herein as Exhibit A (Composite). The Parties expressly agree and understand that the Project is intended to benefit both City and County residents. In the event the City implements a fee for use of the Park, such user fee for the Park and any ancillary property, such as parking lots adjacent thereto, shall be the same for all users regardless of residency.

3. Funding for Improvement to Park. The County shall provide a lump-sum payment of **One Hundred Ten Thousand Dollars and 00/100 (\$110,000.00)** to the City within sixty (60) days of the Effective Date of this Agreement for the Project as described herein. Funds shall be used solely for Funding eligible expenses incurred during the Term of this Agreement for the purposes approved herein. Should the City not proceed with the Project, the City is required to return the funding to the County within thirty (30) days' notice of cancellation of the Project.

4. Effective Date and Term. This Agreement shall become effective upon the date the last Party hereto executes it ("Effective Date") and will remain in effect for twenty-four (24) months following the Effective Date ("Term"). The City shall commence the Project immediately following the Effective Date. The Project shall be completed within twenty-four (24) months from the Effective Date of this Agreement.

5. Termination. Either Party shall have the right to terminate this Interlocal Agreement without cause with thirty (30) days' written notice to the other, so long as the Lake Felter Park Project has not begun by the City. Once the Lake Felter Park Project has commenced by the City's selected contractor, this Agreement cannot be terminated unless mutually agreed upon by the Parties in writing.

6. 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.

7. Notices. All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either Party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

COUNTY

County Manager
P.O. Box 7800
Tavares, Florida 32778

CITY

City of Clermont
685 West Montrose Street
Clermont, Florida 34711

Copy to:
Lake County Attorney's Office
P.O. Box 7800
Tavares, Florida 32778

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.

8. Default and Opportunity to Cure. If either Party fails to keep, observe, or perform any provision of this Agreement, the breaching Party shall be deemed in default. In the event of default of any of the terms and conditions contained herein by either Party, the non-defaulting Party shall provide written notice to the defaulting Party. The defaulting Party shall have the opportunity to cure the defect within thirty (30) days of receipt of the written notice. Thereafter, if the defaulting Party fails to correct the identified default on or before the expiration of the stated time, the non-defaulting Party may declare this Agreement in default. In the event of monetary default, City shall reimburse County in an amount equal to all improperly spent funds and will reimburse County all funds provided to City but not obligated for eligible costs at the time of default.

9. Governing Law, Venue, and Waiver of Jury Trial. This Agreement shall be construed in accordance with the Laws of the State of Florida. In any action, in equity or law, with respect to the enforcement or interpretation of this Agreement, venue shall be solely in Lake County, Florida. The Parties agree that arbitration will not be used as a means of dispute resolution under this Agreement. THE PARTIES HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT A PARTY MAY HAVE TO A JURY TRIAL IN ANY ACTION OR PROCEEDING PERTAINING TO ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

10. Public Records. All records in conjunction with this Agreement shall be public records in accordance with the laws applicable to the Parties.

11. Recordkeeping.

A. The City shall maintain all records and accounts necessary to assure a proper accounting and monitoring of all funds provided pursuant to this Agreement, including, but not limited to, property, personnel and financial records, contractual agreements, subcontracts, proof of insurance, project administration records, records supporting exceptions to the conflict-of-interest prohibition, and any other records as are deemed necessary by the County to assure a proper accounting and monitoring of all funds provided pursuant to this Agreement.

B. In the event the County determines that such records are not being adequately maintained by the City, the County may cancel this Agreement in accordance the terms herein.

C. With respect to all matters covered by this Agreement, records will be made available for examination, audit, inspection or copying purposes at any time during normal business hours and as often as the County may require. The City will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all contracts, invoices, materials, records of personnel and of employment and other data relating to all matters covered by this Agreement. The County shall provide notice of its intent to inspect records to the City at least three (3) business days in advance.

D. The County's right of inspection and audit shall obtain likewise with reference to any audits made by any other agency, whether local, state, or federal. The City shall retain all records pertaining to this Agreement and upon request make them available to the County for five (5) years following expiration of the Agreement, or for such time as set forth in the Florida Department of State, Division of Library and Information Services, General Records Schedule GS1-SL, a copy of which can be found at this link: <https://dos.fl.gov/library-archives/records-management/general-records-schedules/>, whichever is longer. The City agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or the end of the required period, whichever is later.

E. This provision is hereby considered to be included within, and applicable to, any subcontractor contract entered into by the City in performance of any work under this Agreement.

F. This Section shall survive the expiration or earlier termination of this Agreement.

12. Recapture of Funds. Subject to the conditions set forth in this Agreement, it is the intent of the Parties that the County shall recapture any Funds provided under this Agreement if the Project is considered in default under any of the provisions in this Agreement, following the expiration of the reasonable opportunity to respond and cure any default. Further, City is liable for recapture of Funds if any representation made in the reimbursement requests, reporting, or supporting documentation is at any time false or misleading in any respect, or if City is found in

non-compliance with laws, rules or regulations governing the use of the Funds provided pursuant to this Agreement. The provisions of this Section shall survive the termination of this Agreement.

A. Any funds that are not expended as authorized under this Agreement must be refunded to the County within fourteen (14) days of receipt of written notice provided by the County.

B. Any funds that are not expended within the anticipated timeframe under this Agreement are subject to recapture. If requested, a refund to the County must be made within fourteen (14) days of receipt of written notice for a refund provided by the County.

C. The County's determination that an expenditure is eligible does not relieve the City of its duty to repay the County in full for any expenditures that are later determined by the County to be ineligible expenditures or the discovery of a duplication of benefits.

D. If requested by the County, all refunds, return of improper payments, or repayments due to the County under this Agreement are to be made payable to Lake County and mailed directly to the County pursuant to **Section 7 Notice** requirements and this Agreement.

E. The City has responsibility for identifying and recovering Funds that were expended in error, disallowed, or unused. The City will also report all suspected fraud to the County.

13. Reversion of Assets. Within thirty (30) days following the expiration or termination of this Agreement, the City shall transfer to the County any Funds on hand at the time of expiration or termination of this Agreement if the Funds have not been expended on eligible costs.

14. Indemnification. Each Party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing herein shall constitute a waiver by either Party of sovereign immunity or statutory limitations on liability, including, but not limited to, sovereign immunity of the State of Florida beyond the waiver provided for in Section 768.28, Florida Statutes, as amended.

15. Disclaimer of Third-Party Beneficiaries. This Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal named Party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon or give any person or corporation other than the Parties any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereto, and all of the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties and their respective representatives, successors, and assigns.

16. Severability. In the event that any section, subsection, sentence, clause, or word of this Agreement shall be held by a court of competent jurisdiction to be partially or wholly invalid or unenforceable for any reason whatsoever, any such invalidity, illegality, or unenforceability shall

not affect any of the other remaining articles, sections, subsections, sentences, clauses, or words of this Agreement, and this Agreement shall be read and/or applied as if the invalid, illegal, or unenforceable section, subsection, clause, or word did not exist.

17. Construction. This Agreement was mutually negotiated by the Parties who have executed the same and each Party acknowledge that they had ample opportunity to seek and consult with independent legal counsel prior to executing this Interlocal Agreement, and that they represent and warrant that they have sought such independent legal advice and counsel or have knowingly and voluntarily waived such right. Consequently, it is the intent of the Parties that no provision shall be more harshly construed against either Party as the drafter hereof.

18. Waiver. The failure of any Party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, every provision of this Interlocal Agreement.

19. Assignment. Neither Party may assign any rights or delegate any duties under this Agreement without the written consent of the other Party.

20. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same instrument.

21. Entire Agreement. This Agreement is intended by the Parties to be the final expression of their agreement, and it constitutes the full and entire understanding between the Parties with respect to the subject of this Agreement, notwithstanding any representations, statements, or agreements to the contrary previously made. Any items not covered under this Agreement must be made via written addendum and must be signed by both Parties to be binding. This Agreement contains the following exhibits, all of which are incorporated in this Agreement:

Exhibit A (Composite).....City's Funding Request & Board Approval (6 pages).

IN WITNESS WHEREOF, the Parties hereto have made and executed this Interlocal Agreement on the respective dates under each signature: Lake County, Florida, through its Board of County Commissioners, signing by and through its Chairman, and the City of Clermont, Florida, signing by and through its Mayor.

COUNTY

LAKE COUNTY, FLORIDA, through its
BOARD OF COUNTY COMMISSIONERS

ATTEST:

Gary J. Cooney, Clerk
Board of County Commissioners
of Lake County, Florida

Leslie Campione, Chairman

This ____ day of _____, 2025.

Approved as to form and legality:

Melanie Marsh, County Attorney

CITY

ATTEST:

CITY OF CLERMONT

Tracy Ackroyd Howe, City Clerk

Tim Murry, Mayor

This _____ day of _____, 2025.

Approved as to form and legality:

Christian W. Waugh, City Attorney

EXHIBIT A (COMPOSITE)



Scott Davidoff, CPRP
Deputy City Manager
685 W. Montrose St.
Clermont, FL 34711
352-241-7358
sdavidoff@clermontfl.org

June 5, 2024

Mr. Michael Henleben
Kiwanis Club of South Lake
PO Box 120175
Clermont, FL 34712

Mr. Henleben,

The City of Clermont is pleased to support the Kiwanis Club of South Lake's efforts to enhance the playground at Lake Felter Park. The addition of inclusive play equipment will provide an enormous opportunity for an underserved community.

As we discussed previously, the City of Clermont will install a sidewalk to the playground equipment and maintain the amenity for the duration of its lifespan.

Thank you for your initiative in this endeavor. We look forward to more opportunities to work together in the future.

Sincerely,

A handwritten signature in blue ink, appearing to read "Scott Davidoff", followed by a large, stylized flourish or "S" shape.

Scott Davidoff, CPRP
Deputy City Manager

685 W. Montrose St. • Clermont, FL 34711 • www.ClermontFL.gov

INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CITY OF CLERMONT RELATING TO FUNDING FOR IMPROVEMENTS TO LAKE FELTER PARK

July 21, 2024

Dear Ms. Harrold,

The Kiwanis Club of South Lake would like to request a change to our playground project funding request. We were originally in need of \$103k for the remainder of our funding for the accessible playground last fall. We went back to our vendor and the cost of the project has increased. The cost has increased by \$10.7k. Over the course of a year we were able to raise additional funds. We now would like to request \$110k for the project this year. This will be enough to complete the funding for the playground. Thank you for your consideration for making the accessible playground come to fruition.

Sincerely,

Mike Henleben

Kiwanis Club of South Lake

678-449-7359

INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CITY OF CLERMONT RELATING TO FUNDING FOR IMPROVEMENTS TO LAKE FELTER PARK

1 On a motion by Commr. Shields, seconded by Commr. Blake and carried unanimously by
2 a vote of 5-0, the Board approved the following items: to adopt Resolution 2024-125 to vacate
3 existing platted drainage and utility easements on property located in the Christopher C. Ford Park
4 in the Groveland area effective upon transfer of the property from Lake County to Richland
5 Acquisition Fund, LLC, or their successors or assigns (Richland); and to accept a new replacement
6 Drainage Easement and a new replacement Drainage/Utility Easement provided by Richland, upon
7 transfer of the property from Lake County to Richland.

8 **PUBLIC HEARING: FY 2025 INFRASTRUCTURE SALES TAX PROJECT PLAN**

9 Ms. Allison Teslia, Director for the Office of Management and Budget, presented a public
10 hearing on the proposed FY 2025 Infrastructure Sales Tax (IST) plan. She showed the revenue
11 projections over the next five years, noting that staff increased the FY 2025 revenue projections to
12 recognize carryforward for interest which was unanticipated for the current fiscal year. She
13 displayed the totals by category per year, and she showed the five-year plan for public safety
14 projects. She specified that the funding included the following: fire/emergency medical services
15 (EMS) station renovations; medical transport and fire apparatus vehicles and equipment; and
16 LCSO vehicles and equipment. She added that the total for FY 2025 was around \$6.1 million and
17 that the five-year total was approximately \$30.8 million. She showed the five-year plan for quality
18 of life projects and said that it included the following: County libraries; County regional parks; the
19 fairgrounds and events center relocation; various parks, trails and, multiuse improvements; and the
20 funding request for Lake Felter Park, which was offset by the interest that they were recognizing
21 from FY 2025. She relayed that the total funding for the quality of life projects for FY 2025 was
22 about \$7.7 million, with a five-year total of around \$45.9 million. She remarked that the five-year
23 project plan for public works included road resurfacing, sidewalks and intersection improvements,
24 as well as funding for Florida Department of Transportation (FDOT) grant match, and solid waste
25 and public works equipment for a FY 2025 total of about \$7.8 million; furthermore, the five-year
26 total was approximately \$35.4 million. She mentioned that other public infrastructure included
27 funding for the following: capital building construction and renovations; IT enhancements; transit
28 vehicles and equipment; and fleet equipment. She added that it was approximately \$1.3 million
29 for FY 2025, with a five-year total of about \$5.9 million. She said that for FY 2025, the debt
30 service projects were around \$2.3 million with a five-year total of approximately \$11.4 million.

31 The Chairman opened the public hearing.

32 Mr. Mike Henleben, with the Kiwanis Club of South Lake, commented that the playground
33 at Lake Felter Park would be an inclusive playground, opining that it was a perfect location for
34 this park and that it was needed in South Lake.

35 There being no one else who wished to address the Board regarding this matter, the
36 Chairman closed the public hearing.

37 Commr. Shields relayed his understanding that they were going to have a placeholder for
38 a park in Wellness Way with zero funding just to have it as a line item.

39 Ms. Barker relayed that staff could add this in with Board consensus.

40 Commr. Parks opined that it should be on the list, noting that this was a planning tool.

INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CITY OF CLERMONT RELATING TO FUNDING FOR IMPROVEMENTS TO LAKE FELTER PARK

1 Commr. Campione agreed that it should be included with a placeholder, opining that it was
2 an important location to have a park. She relayed that there was a large demand in that area for
3 park uses, playgrounds, ballfields, etc., and that it was one of the tradeoffs that the County was
4 previously able to receive from CEMEX. She opined that it was smart to include this so that they
5 could utilize the funding when it became available.

6 Commr. Blake mentioned that he noticed a disparity, specifically in the quality of life
7 category. He elaborated that over five years there would be around \$45,860,000 spent, but that
8 only about \$500,000 would be spent in Commission District 5, which was going to the partnership
9 with the City of Fruitland Park. He noted that everyone was paying this, and that currently
10 Commission District 5 did not have any large projects with agreements. He opined that one way
11 to possibly adjust for this would be to add a couple million dollars more for road issues to account
12 for this disparity out of a sense of fairness.

13 Commr. Campione mentioned that the districts had been changed, and opined they would
14 see more equity there if the old districts were in place; however, she opined that this was a valid
15 point.

16 Commr. Parks opined that some of this was asking through the years about the priorities
17 of the district. He said that if there was another project in Commission District 5, then he would
18 be happy to discuss it.

19 Commr. Blake mentioned that it was different than the impact fees because those stayed
20 within the area where they were collected; however, everyone was paying the IST when they made
21 purchases.

22 Commr. Parks asked to confirm that the Kiwanis Club of South Lake request was included
23 for \$110,000, and Ms. Barker said that this was correct.

24 Commr. Smith opined that Commissioner Blake was correct, and noted that these items
25 were placeholders. He also thanked Commissioner Blake for his ideas on how to make this more
26 equitable.

27 On a motion by Commr. Shields, seconded by Commr. Parks and carried unanimously by
28 a vote of 5-0, the Board approved the Fiscal Year 2025 Infrastructure Sales Tax Project Plan with
29 the understanding that the Wellness Way park would be added as a non-funded item.

30 FISCAL YEAR 2025-2029 TRANSPORTATION IMPROVEMENT PROGRAM

31 Mr. Earhart stated that he would present the five-year transportation program and all the
32 road projects that they would be doing in Lake County, and that he would be focusing on FY 2025
33 the most. He mentioned that he was not going to focus on the complete list as it was already in
34 the packet, but that he would focus on some of the highlights. He related that the funding came
35 from a variety of sources, including the following: legislative appropriations and grants primarily
36 through FDOT; road impact fees; funding partnerships with the Cities; sales tax; and the County
37 Transportation Trust Fund or gas tax. He showed a summary of how much funding was in each
38 of the different districts, and remarked that the south collected the most because they had the most
39 development. He pointed out that the south district had about \$28 million in their account
40 currently, which was about \$4.9 million annually, and that the central district had about \$3.5

INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CITY OF CLERMONT RELATING TO FUNDING FOR IMPROVEMENTS TO LAKE FELTER PARK

**BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET**

DATE: 07/25/2024

TO: Jennifer Barker, County Manager

THRU:

BY: Dawn Coyle, Office Associate V

SUBJECT: Presentation and Public Hearing on the Infrastructure Sales Tax Project Plan

MEETING DATE:

8/27/2024

ITEM TYPE: Public
Hearing

ITEM ID: 4720

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval of the Fiscal Year 2025 Infrastructure Sales Tax Project Plan.

BACKGROUND SUMMARY: A workshop was held on August 13, 2024, to discuss the proposed Fiscal Year 2025 Infrastructure Sales Tax Plan.

Section 13-1 of the Lake County Code requires that the Board of County Commissioners (Board) hold an annual public hearing to approve the Infrastructure Sales Tax Project Plan for the following fiscal year.

Fiscal Impact:

Account No.:

Advertised Date: Tuesday, August 6, 2024 and Tuesday,
August 13, 2024

Paper: The Daily
Commercial

Attachments:

1.	FY 2025 Proposed Sales Tax Plan
----	---------------------------------

STAFF APPROVALS AND DATES:

Dawn Coyle	Created/Initiated - 7/25/2024
Ron Falanga	Approved - 7/25/2024
Miranda Lanoue	Approved - 8/13/2024
Allison Tesla	Approved - 8/13/2024
Melanie Marsh	Approved - 8/14/2024
Jennifer Barker	Approved - 8/18/2024
Misty Spahn	Final Approval - 8/19/2024

ACTION TAKEN BY BOARD:

Action: New

Other:

Continued/Deferred
Until:

INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CITY OF CLERMONT RELATING TO FUNDING FOR IMPROVEMENTS TO LAKE FELTER PARK

FY 2025 Proposed Infrastructure Sales Tax Project List

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Total FY 2025-29
Public Safety						
Fire/EMS station renovations	2,200,000	1,600,000	1,535,000	1,665,000	3,287,000	10,287,000
Fire apparatus, vehicles and equipment	1,540,000	1,210,000	1,840,000	1,400,000	1,500,000	7,490,000
Sheriff vehicles and equipment	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	7,500,000
Medical Transport vehicles and equipment	845,000	1,079,000	1,170,000	1,200,000	1,200,000	5,494,000
Public Safety Support Tower and Equipment Projects	-	-	-	-	-	-
ECOC facility improvements - technical upgrades	-	-	-	-	-	-
Public Safety logistics center	-	-	-	-	-	-
Combined Fleet operations center	-	-	-	-	-	-
Total Public Safety	6,085,000	5,389,000	6,045,000	5,765,000	7,487,000	30,771,000
Quality of Life						
County Libraries - building renovations and replacements	1,500,000	2,500,000	3,000,000	3,000,000	3,000,000	13,000,000
South Lake Regional Park (Partnership with City of Groveland)	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	7,500,000
Golden Triangle Regional Park (Public/Private Partnership City of Tavares/YMCA-East Campus)	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	7,500,000
East Lake Sports & Community Complex - improvements per Master Plan - continue park buildout	1,000,000	1,200,000	1,550,000	1,550,000	1,550,000	6,850,000
Fairground and Event Center relocation	500,000	500,000	500,000	500,000	500,000	2,500,000
Green Mountain Scenic Overlook & Trailhead - construction of second tower	450,000	-	-	-	-	450,000
South Lake & Hancock Trail - improvements to multi-use trails and boardwalk	200,000	200,000	500,000	500,000	500,000	1,900,000
Various Parks, Public Lands Properties and Multi-Use Trail Improvements	150,000	350,000	450,000	450,000	450,000	1,850,000
Lake Felter Park (Partnership with Kiwanis Club & City of Clermont)	110,000	-	-	-	-	110,000
PEAR Park - road, parking, pavilions, tennis/pickleball courts, nature center improvements	100,000	200,000	300,000	300,000	300,000	1,200,000
Ferndale Preserve - boardwalk, fishing pier, canoe/kayak launch and trail improvements	100,000	100,000	100,000	100,000	100,000	500,000
Minneola Athletic Complex - lighting of multi-use field, tennis & basketball courts	100,000	100,000	100,000	100,000	100,000	500,000
Northwest Lake Community Park (Partnership with City of Fruitland Park)	100,000	100,000	100,000	100,000	100,000	500,000
Neighborhood Lakes Trailhead - construction of trailhead facilities/improvements	100,000	100,000	100,000	100,000	100,000	500,000
Astatula Boat Ramp - parking improvements (Partnership with the Town of Astatula)	100,000	-	-	-	-	100,000
Clermont Arts and Recreation Center (Pickleball courts, Partnership with City of Clermont)	100,000	-	-	-	-	100,000
North Lake Regional Park - parking, path system, lighting, pickleball courts	50,000	50,000	100,000	100,000	100,000	400,000
Lake Idamere Park - pavilions, canoe launch, ADA and rubber surface improvements	-	100,000	100,000	100,000	100,000	400,000
Pasture Reserve-improvements per Master/Mgmt Plans-boardwalk, low water crossings, primitive camping	-	-	-	-	-	-
Pine Meadows Conservation Area - improvements per Master Plan - restroom, parking, trail	-	-	-	-	-	-
Total Quality of Life	7,660,000	8,500,000	9,900,000	9,900,000	9,900,000	45,860,000
Public Works						
FDOT grant match	3,556,200	4,093,300	2,600,000	3,000,000	-	13,249,500
Road resurfacing and improvements	1,757,000	1,400,000	1,400,000	1,500,000	4,500,000	10,557,000
Intersection improvements	860,000	860,000	860,000	860,000	860,000	4,300,000
Rosenwald Gardens - design and construction	826,000	-	-	-	-	826,000
Solid Waste equipment	500,000	500,000	500,000	500,000	500,000	2,500,000
Sidewalks - new construction, ADA retrofits	300,000	460,000	460,000	460,000	300,000	1,980,000
Public Works equipment	-	500,000	500,000	500,000	500,000	2,000,000
Landfill Cell closure	-	-	-	-	-	-
Trails - PD&E, feasibility studies, construction	-	-	-	-	-	-
Max Hooks Road - road improvements and utilities	-	-	-	-	-	-
Total Public Works	7,799,200	7,813,300	6,320,000	6,820,000	6,660,000	35,412,500
Other Public Infrastructure						
Capital Building construction & renovations	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	5,000,000
IT Enhancements	100,000	100,000	175,000	200,000	200,000	775,000
Transit vehicles, equipment and other infrastructure	63,000	-	-	-	-	63,000
Judicial Support IT Enhancements	59,000	-	-	-	-	59,000
Fleet equipment	50,000	-	-	-	-	50,000
Courthouse renovations	-	-	-	-	-	-
Total Other Public Infrastructure	1,272,000	1,100,000	1,175,000	1,200,000	1,200,000	5,947,000
Debt Service						
Road Resurfacing - Debt retires in FY 33 (12/1/32)	866,078	867,249	868,143	868,759	868,098	4,338,327
Animal Shelter - Debt retires in FY 33 (12/1/32)	626,696	625,706	620,578	620,310	624,811	3,118,101
Public Safety Radios - Debt retires in FY 29 (12/1/28)	1,309,849	1,312,325	1,304,431	1,306,168	1,332,210	6,564,983
Public Safety Radios - Revenue from municipalities	(516,000)	(516,000)	(516,000)	(516,000)	(516,000)	(2,580,000)
Total Debt Service	2,286,623	2,289,280	2,277,152	2,279,237	2,309,119	11,441,411
Total Expenditures	25,102,823	25,091,580	25,717,152	25,964,237	27,556,119	129,431,911
Total Estimated Revenues	25,102,823	25,091,580	25,717,152	25,964,237	27,556,119	129,431,911

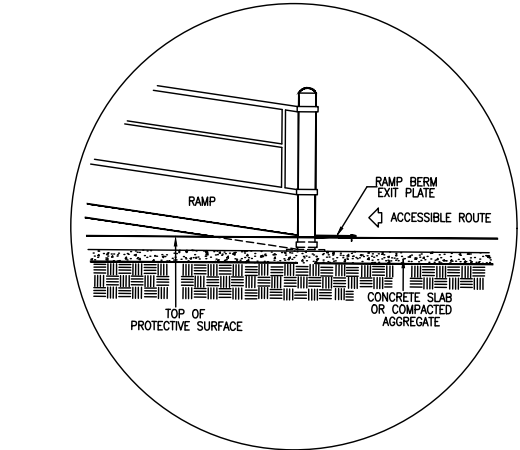
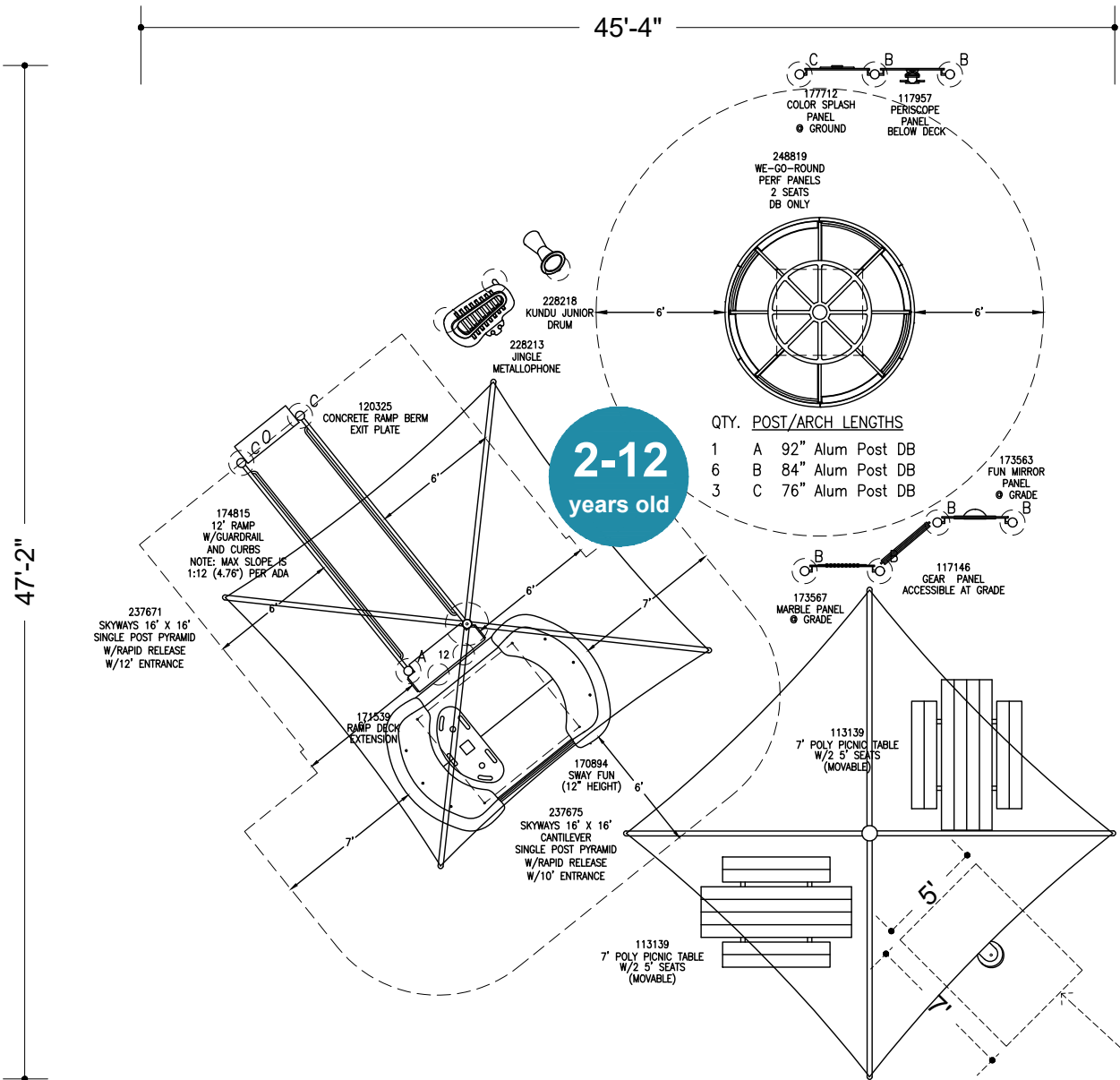
DRAWN BY: KCM		PG-1 PLAY EQUIPMENT PLAN		
TOTAL AREA: 1540 SF				
FALL HEIGHT: 4'				
BORDER: 160 LF CURB				
USER CAPACITY: 50				
SURFACING: 1540 SF PIP				
SUBGRADE ELEVATION: -6" BFF				
ADA SCHEDULE	FBC 240.2.1.2	TOTAL PLAY ACTIVITIES 2-5: 7		
		TOTAL PLAY ACTIVITIES 5-12:		
		ACCESSIBLE ELEVATED ACTIVITIES	ACCESSIBLE GROUND-LEVEL ACTIVITIES	ACCESSIBLE GROUND-LEVEL PLAY TYPES
2-5	REQ	N/A	N/A	7
	PROV	N/A	7	7
5-12	REQ	N/A	N/A	N/A
	PROV	N/A	N/A	N/A

⚠ WARNING
INSTALLATION OVER A HARD SURFACE SUCH AS CONCRETE, ASPHALT, OR PACKED EARTH MAY RESULT IN SERIOUS INJURY OR DEATH FROM FALLS.

⚠ WARNING
SURFACING AND PLAYSURFACES MAY BECOME **HOT** AND CAUSE BURNS. CHECK FOR HOT SURFACES PRIOR TO PLAYING ON THE PLAYGROUND.

GENERAL NOTES:

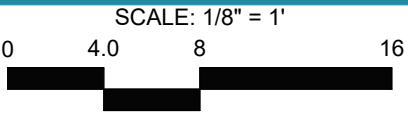
- EQUIPMENT LOCATION TO BE FIELD VERIFIED PRIOR TO CONSTRUCTION
- ACCESSIBLE ROUTE OF TRAVEL TO THE PLAYGROUND TO BE PROVIDED BY OTHERS, UNLESS OTHERWISE NOTED
- BASE MUST EXHIBIT POSITIVE DRAINAGE IN ALL AREAS



SUGGESTED RAMP BERM EXIT PLATE
8"/12" DECK TO GRADE/2" SURFACE MOUNT INSTALLATION
REFER TO RAMP BERM EXIT PLATE INSTALLATION SHEET

Felter Park

Clermont, FL
PROJECT: 19501-1-1 2023.1
NOT FOR CONSTRUCTION



REP SERVICES, INC.
Experts at Play & Outdoor Spaces



DRAWN BY: KCM

PG-2
INSTALL PLAN

TOTAL AREA: 1540 SF

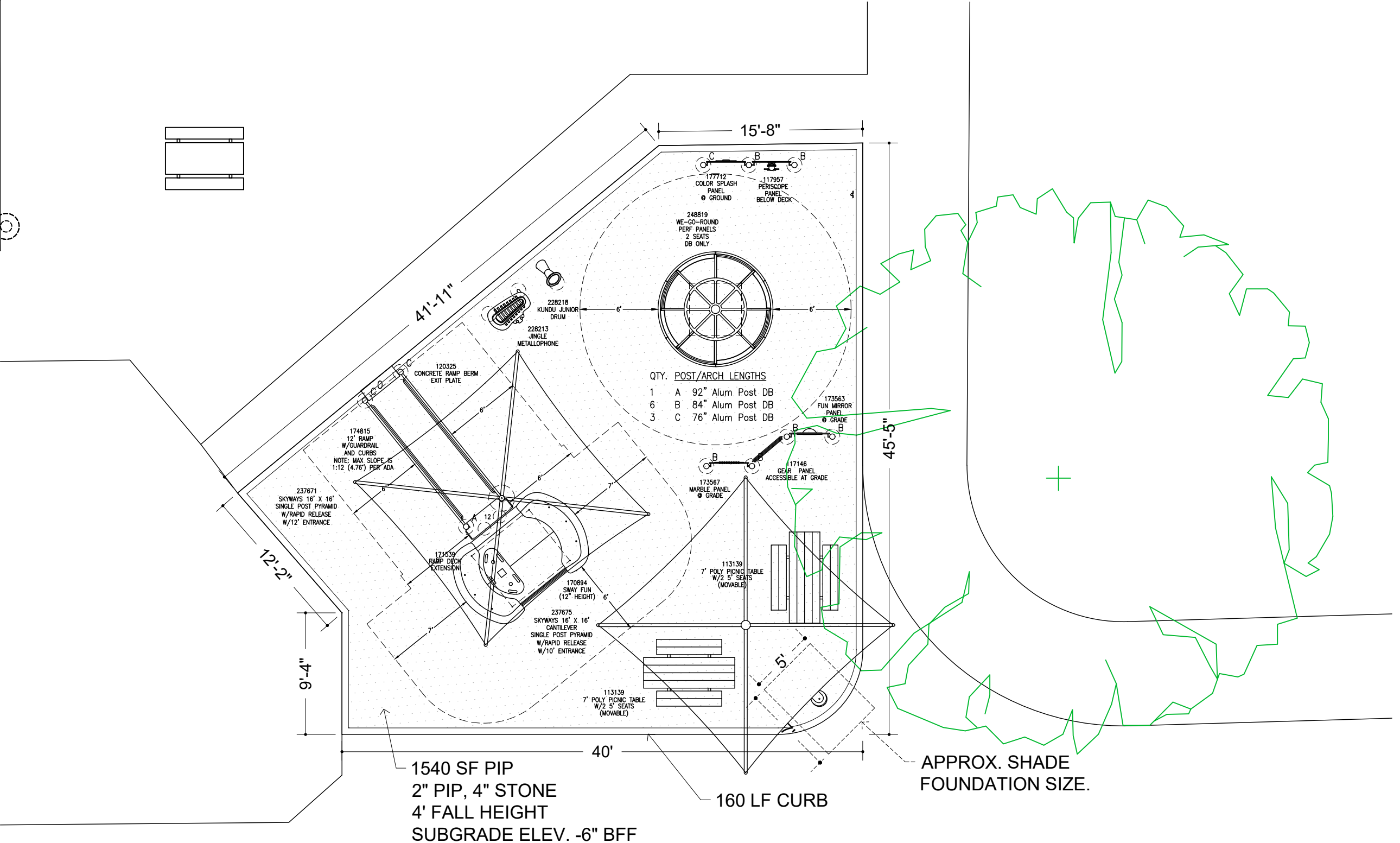
FALL HEIGHT: 4'

BORDER: 160 LF CURB

USER CAPACITY: 50

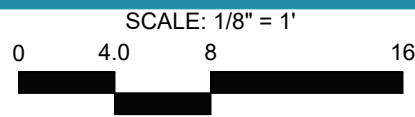
SURFACING: 1540 SF PIP

SUBGRADE ELEVATION: -6" BFF



Felter Park

Clermont, FL
PROJECT: 19501-1-1 2023.1
NOT FOR CONSTRUCTION

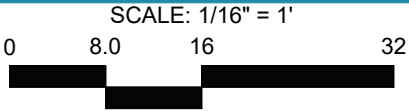


DRAWN BY: KCM	PG-3
	SITE OVERLAY PLAN
TOTAL AREA: 1540 SF	
FALL HEIGHT: 4'	
BORDER: 160 LF CURB	
USER CAPACITY: 50	
SURFACING: 1540 SF PIP	
SUBGRADE ELEVATION: -6" BFF	



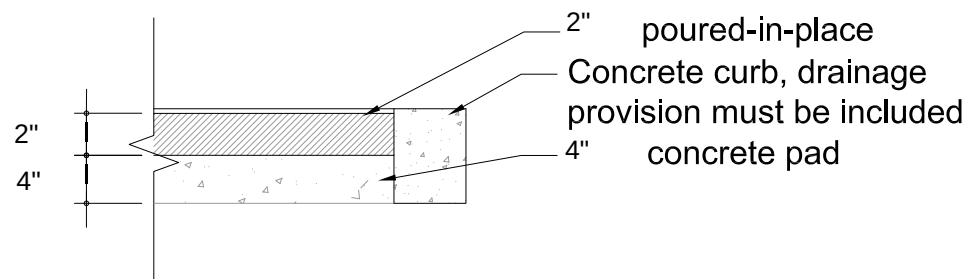
Felter Park

Clermont, FL
PROJECT: 19501-1-1 2023.1
NOT FOR CONSTRUCTION



REP SERVICES, INC.
Experts at Play & Outdoor Spaces






 Poured-in-Place Surfacing 4' Fall Height
 at Concrete Pad and Curb

Surfacing Detail



Felter Park



19501-1-1 2023.1 • 11.18.2022

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Felter Park

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Tim Murry
Mayor

352-241-7358
TMurry@Clermontfl.org

September 25, 2023

Ms. Angela Harrold
Director, Office of Parks and Trails
27351 State Road 19
Tavares, FL 32778

Ms. Harrold,

The City Council of Clermont, Florida wholeheartedly supports the additions to the Lake Felter Park playground proposed by the Kiwanis Club of South Lake.

The City of Clermont agrees to designate .048 acres or 2,115 square feet at Lake Felter Park for the proposed addition of inclusive play equipment. This will provide a valuable asset for an underserved community. Additionally, the City of Clermont will install a sidewalk to the playground equipment and maintain the property and equipment in perpetuity.

As we anticipate the completion of this project, we look forward to more opportunities to work together in the future.

Sincerely,

A handwritten signature in black ink, appearing to read "Murry", is written over a horizontal line.

Tim Murry
Mayor, City of Clermont



Scott Davidoff, CPRP
Deputy City Manager
685 W. Montrose St.
Clermont, FL 34711
352-241-7358
sdavidoff@clermontfl.org

June 5, 2024

Mr. Michael Henleben
Kiwanis Club of South Lake
PO Box 120175
Clermont, FL 34712

Mr. Henleben,

The City of Clermont is pleased to support the Kiwanis Club of South Lake's efforts to enhance the playground at Lake Felter Park. The addition of inclusive play equipment will provide an enormous opportunity for an underserved community.

As we discussed previously, the City of Clermont will install a sidewalk to the playground equipment and maintain the amenity for the duration of its lifespan.

Thank you for your initiative in this endeavor. We look forward to more opportunities to work together in the future.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Scott Davidoff', followed by a large, stylized flourish or initial.

Scott Davidoff, CPRP
Deputy City Manager



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 28, 2025		
Agenda Item Name		
Approval to Lease City Property		
Requested Action		
Staff recommends designating 1146 Lake Minneola Drive for boat storage, and that the property be made available for lease		
Staff Report		
The City owns property at 1146 Lake Minneola Drive, located between the Boathouse, currently used by the Lake County Rowing Association and West Beach Park. Staff has been approached about the possibility of leasing 1146 Lake Minneola Drive, also designated as lots 1622654 and 1622662 in Exhibit B, for the purposes of boat storage. Staff finds that due to the proximity of the Boathouse, the usage of the property for boat storage is appropriate. Staff recommends designating 1146 Lake Minneola Drive for boat storage, and that the property be made available for lease.		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 1146 Lake Minneola Drive	1146 Lake Minneola Drive.png	
2. GIS 1146 Lake Minneola Drive	GIS 1146 Lake Minneola Drive.png	



West Beach Park



PC Orthodontic
Laboratory



Lake County
Rowing Association





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 28, 2025		
Agenda Item Name		
Lease Agreement		
Requested Action		
Staff recommends entering into a lease agreement with Clermont Multihull Association, Inc. for 1146 Lake Minneola Drive.		
Staff Report		
1146 Lake Minneola Drive, owned by the city, has been designated for boat storage and available for lease. Clermont Multihull Association, Inc. is a non-profit sailing organization in Clermont seeking a location to store their boats as a home base for training, events and educational programming to benefit the Clermont community. Staff recommends entering into a lease agreement with Clermont Multihull Association, Inc. for 1146 Lake Minneola Drive. The proposed agreement is attached.		
Additional Analysis		
Fiscal Impact Summary		
Revenue from the proposed agreement was not included in the FY 2024-2025 budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Proposed Multihull Lease Agreement25	Proposed Multihull Lease Agreement25.pdf

LEASE AGREEMENT

Between

CITY OF CLERMONT

and

CLERMONT MULTIHULL ASSOCIATION, INC.

a non-profit corporation

This LEASE AGREEMENT (this "Agreement") is entered into on this _____ 2025 and shall be effective on the date of March 1, 2025 described herein (the "Effective Date"), by and between the Clermont Multihull Association, Inc., a Florida not for profit corporation ("Manager"), and the City of Clermont ("City") a political subdivision of the State of Florida.

RECITALS

WHEREAS, the City owns the "Property" located at 1146 Lake Minneola Drive, Clermont, FL 34711 in South Lake County, consisting of approximately .416 acres and otherwise designated as parcels 1622654 and 1622662 in Exhibit B.

WHEREAS, the City desires to lease the "Property" to "Manager" to use for national, regional, and local sailing events, team training, youth and adult sailing education programs and to bring in clubs to the City.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1) RECITALS.

The above Recitals are true and correct and form a part of this Agreement.

2) TERM.

The term of this Agreement ("Term") shall commence on the Effective Date and continue for one (1) year. Thereafter this Agreement may be extended for one (1) additional year as may be mutually agreed to by the Parties in writing.

3) FEE.

In consideration of the rights granted therein and in addition to all other duties and all other obligations contained herein of Manager, Manager shall pay to City the sum of TWO HUNDRED FIFTY DOLLARS (\$250) per month on the first day of each month through the Initial Term of this Agreement.

4) PROPERTY.

a) Changes to the Property. Manager shall not make any modifications, changes or alterations to the Property without City's prior written consent after providing to City any and all applicable plans or any other documentation reasonably required by City.

b) Ownership of the Property. Manager acknowledges that the City is the owner of the Property. Any additions of permanent fixtures to the Property by Manager shall require City's prior written consent and shall remain on the property of City upon termination of this Agreement.

5) RIGHT AND DUTIES OF MANAGER.

a) Management of the Property. Manager agrees to be responsible for managing, directing, operating and coordinating the daily activities on the Property, as described below, to include, organizing, scheduling and advertising, national, regional and local sailing regattas and events.

Any named events solely established by, exclusively owned by, or bearing the name of Manager at the termination of this Agreement shall be and remain that of Manager, as applicable; this right of ownership shall survive termination of this Agreement. Manager shall not use the name, image or likeness of the City of Clermont or "Choice of Champions" without the express prior written approval of City. Notwithstanding anything herein to the contrary, the parties recognize the benefit of co-branding and the use of the name "Choice of Champions" (or other similar reference to "Champions" or "Choice"), if permitted by the City at the time of organization of the event, shall not otherwise convert or transfer the ownership of the event from Manager to the City if the other conditions set forth in this paragraph are met. Additionally, the right to use the name "Choice of Champions" or other similar reference to Champions" or "Choice "granted by City, at any time and for any event, shall be revocable at any time by City and shall not otherwise convert or transfer any ownership rights, license or interest in the name to Manager. Furthermore, Manager shall not have the right to assign or authorize any other person, company or entity to use the name, without the express prior written approval of the City.

b) Use of Property. During the Term of this Agreement, Manager shall have the exclusive right to possession and management of the Property. It is expressly understood that the Manager does not have exclusive use of any docks or mooring facilities located adjacent to or near the Property. Any such docks or mooring facilities shall be open to the public as may be determined by the City Manager, or his or her designee, in collaboration with Manager to ensure continuity of scheduling of events and activities and the safety of the individuals and clubs who utilize the surrounding areas.

For the purposes of Manager's members, visiting teams, and storage of equipment, the Property shall be subject to Manager's exclusive control, provided however, City shall have at all times during the Term(s) of this agreement the right of entry upon the Property for inspection and examination and for the purpose of making any alterations or repairs to the Property that the City may deem necessary. Manager agrees to maintain the Property unless otherwise agreed to in writing by the parties. Manager shall not sublet the Property or otherwise assign any right hereunder without express written consent of the City.

c) Use of Other Facilities. Manager acknowledges that this Agreement does not include access to any other facilities owned or controlled by the City. If Manager desires to use other facilities, Manager shall make separate arrangements, subject to availability, with the City regarding use of any of its facilities or services and the costs thereof.

d) Personnel. Manager shall provide sufficient personnel to perform the duties assigned to Manager in this Agreement. All such personnel shall be employed by, contracted with, and otherwise paid by Manager. Manager shall ensure all staff members have training and educational backgrounds proper to their duties and that all staff members meet security and criminal and background clearance requirements. This shall be construed to include sufficient safety training to ensure that the Property is maintained and operated with acceptable safety to the public. City reserves the right at any time, but not the obligation, to direct the type and level of security and criminal background screening to be completed by Manager, with the understanding that background checks must meet minimum state and federal law requirements, as well as reasonable safety requirements. Manager shall not be an agent of the City or the County and shall have no authority to bind personnel to employment relationships with any of the aforementioned entities.

e) Receipts and Operating Costs. Manager shall be entitled to receive all cash receipts, charge and debit sales, and other revenues received in connection with their own activities, events, concessions and sponsorships. For clarity, Manager has all rights to income generated through regattas, events, lessons, sponsorships, marketing agreements, vendors, concessions, hotel rebates from participants and spectators, financial assistance, and merchandise sales. Manager shall pay for their operating costs, including, but not limited to supplies, employment benefits, payroll taxes. Manager shall also be responsible for any taxes on operations. Manager shall be entitled to retain all net operating revenues and shall be responsible for all net operating losses of their activities.

f) Activity Reports. Manager shall provide to the City, a complete breakdown of activity. This shall be provided to the Parks and Recreation Director on the following dates; April 15, July 15, October 15 and January 15. Reports must include current names, addresses and city resident status of all members and program participants.

g) Contractual Authority. Manager shall have authority to enter into contracts with groups, individuals, organizations, and schools for events; however, Manager shall not have authority to bind the City to any such contracts. No such contracts shall extend beyond the Term of this Agreement without the City's prior written approval.

h) Maintenance. Manager agrees to maintain the Property, including all grounds and all fencing and structures on Property installed by Manager.

6) INSURANCE.

a) City as Insured. The Manager further covenants and agrees to provide and maintain, at all times during the term of this Agreement policies of insurance insuring the Manager and the City against any and all claims, demands, actions and causes of action whatsoever for injuries received and damage to property in connection with the use, occupation, management and control of the Property and the improvements thereon by Manager. Such policies of insurance shall insure the City and Manager in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) to cover claims of any one person from any single or specific cause and in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) to cover, in connection with any one particular accident or occurrence, the total aggregate of claims that may arise or to be claimed to have arisen against the City or the Manager, as aforesaid. The City shall be listed on said policies as additional insured. Nothing herein shall be construed as a waiver, either in whole or in part of the City's sovereign immunity as provided by Section 768.28, Florida Statutes, or its successor.

b) Copies to be Provided. Copies of the aforementioned policies of insurance and original certificates of the issuance thereof, shall be delivered to the City as evidence of the compliance by the Manager with the terms and provisions contained herein. Each of the said insurance policies shall be issued by a company or companies authorized to do business in the State of Florida and have an A.M. Best Company Rating of "A" or better and a Financial Size Category of "VII" or better, or as otherwise approved by City. Should the Manager fail to maintain such insurance in force, the City may, but shall not be obligated to, procure the same and advance funds for the payment of the cost thereof for and on behalf of the Manager and all such payments shall be immediately due and payable to City, upon written demand therefore.

c) Loss of Insurance. If during the period which an insurance company is providing the coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with any applicable Florida Law, or 3) fail to maintain the Best Rating and Financial Size Category, the Manager shall, as soon as the Manager has knowledge of any such circumstance, immediately notify the City and immediately replace the insurance coverage provided by the insurance company with a different insurance meeting the requirements of this Agreement. Until such time as the City has replaced the unacceptable insurer with an insurer acceptable to City, the Manager shall be deemed in default of this Agreement.

7) BREACH.

In the event of a breach of (i.e., failure of a party to comply with) any obligation or covenant under this Agreement, the non-breaching party may give the breaching party written notice of the specifics of the breach, and the breaching party shall have thirty (30) days (the "Cure Period") in which to cure the breach if such breach is capable of cure. If it is commercially impractical to cure the alleged breach within the Cure Period, the breaching party shall have such commercially reasonable time as may be necessary to cure the breach. If the breach is not cured within said Cure Period, the non-breaching party shall be entitled to pursue any remedies it may have by reason of the breach. A waiver of any breach of this Agreement shall not constitute a waiver of any future breaches of this Agreement, whether of a similar or dissimilar nature.

8) TERMINATION OF AGREEMENT

This Agreement may be terminated prior to the expiration of the Term only as follows, and any such termination shall not affect any rights or obligations arising prior to the effective date of termination:

a) Breach. In the event of a material breach of this Agreement which is not cured within the Cure Period set forth in Section 8 above (a "Breach") or in the event of a breach as to which no Cure Period is provided by this Agreement, the non-breaching party may terminate this Agreement upon no less than sixty (60) days' written notice. This remedy shall be in addition to any other remedy available at law or in equity. Failure to terminate this Agreement shall not waive any breach of this Agreement.

b) Convenience. Either party may, upon ninety (90) days written notice to the other party, terminate this Agreement for any reason whatsoever and without consequence or obligation of any kind.

c) Casualty. Manager shall restore any damages to the Property to the extent that insurance proceeds are sufficient for restoration. In the event that the Property is destroyed or is so damaged such

that it is reasonably anticipated that insurance proceeds will be insufficient for Manager to resume full operation, then either The City or the Manager may terminate this Agreement upon no less than sixty (60) days' notice and such insurance proceeds shall be paid to the Manager proportionately to the extent of the respective losses

d) Insolvency. Either party may terminate this Agreement upon sixty (60) days' notice in the event the other party becomes insolvent or fails to pay, or admits in writing its inability to pay, its debts as they mature; or a trustee, receiver or other custodian is appointed for the other party for all or a substantial part of the other party's property and is not discharged within sixty (60) days; or any bankruptcy reorganization, debt, arrangement, or other proceeding under any bankruptcy or insolvency law or any dissolution or liquidation proceeding is instituted by or against the other party and if instituted against the other party is consented to or acquiesced in by that party or remains for sixty (60) days; or any warrant or attachment is issued against any substantial portion of the property of the other party which is not released within sixty (60) days of service.

9) EFFECTS OF TERMINATION.

In the event of the termination or expiration of this Agreement for any reason, Manager shall immediately relinquish the Property to the City. The termination of this Agreement for any reason, other than Breach by Manager, shall be without prejudice to any payments or obligations which may have accrued or become due hereunder prior to the date of termination or which may become due after such termination.

10) INDEMNIFICATION AND HOLD HARMLESS.

The provisions of this Section 10 shall survive the termination or expiration of this Agreement.

a) Indemnification. Each party (an "Indemnitor") agrees to indemnify and hold harmless the other party, its shareholders, directors, officers, members, and employees ("an Indemnified Party") from and against any and all losses, claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees and expenses related to the defense of any claims), which may be asserted against an Indemnified Party or for which they may now or hereafter become subject arising in connection with the activity of the Indemnitor ("Claim"), including but not limited to:

(i) alleged or actual failure by the Indemnitor to perform any of its duties hereunder, including by negligence or willful or wanton misconduct, and;

(ii) any violation of any requirements applicable to the Indemnitor under any federal, state or local environmental/hazardous waste or similar law or regulation; except only to the extent that such Claims may have been caused, in part, by the negligence or willful misconduct of the Indemnified Party seeking indemnification pursuant to this Agreement. No party shall recover any amount in excess of actual damages incurred. Notwithstanding the foregoing, nothing herein shall be construed, interpreted or act as a waiver of any sovereign immunity that City may enjoy as a matter of law.

b) Notice of Claim. In the event that any claim is made which may result in the right of indemnity hereunder, the Indemnifying Party against whom the claim is made shall promptly give notice to the Indemnitor and give the Indemnitor the opportunity to defend the claim with counsel reasonably satisfactory to the Indemnified Party, and the Indemnitor shall pay all costs of such defense (including reasonable attorney fees), whether or not the claim is successful). Each Indemnitor agrees that no settlement of any Claim involving its Indemnified Party will be made without the consent of such

Indemnified party. Likewise, each Indemnified Party agrees that it will not settle any Claim without the consent of its Indemnitor. The Indemnitor will furnish to the Indemnified Party copies of all pleadings in any action hereunder, permit the Indemnified Party to be an observer therein, and apprise the Indemnified Party of all developments therein, all at the Indemnitor's expense.

c) Non-Payment of Claims. In the event an Indemnitor fails to pay, timely and fully, any amounts due relative to any Claims, its Indemnified Party may pay such Claim to a third party. In such event, such Indemnified Party may recover from its Indemnitor in addition to the amount so paid, interest on the amount claimed at the lesser of 12% per annum or such maximum amount of interest as is permitted by law and also recover the costs of such Indemnified Party's reasonable attorneys' fees in connection with the enforcement of this Agreement.

11) NOTICES.

All notices permitted or required by this Agreement shall be deemed given when in writing and delivered personally or deposited in the United States Mail, postage prepaid, return receipt requested, or by overnight courier with confirmation of delivery, addressed to the other party at the address set forth below or by email if an email address is listed below or such other address as the party may designate in writing by similar notice:

To Manager:

CLERMONT MULTIHULL ASSOCIATION, Inc.
Attn: Adam Atherton
13005 Summerlake Way
Clermont, FL 34711

To the City:
City of Clermont
Attn: City Manager
685 West Montrose Street Clermont, Florida 34711

With a copy to:
Christian W. Waugh, cwaugh@waugh.legal

12) ASSIGNMENT.

Neither party shall assign this Agreement, including by any merger or consolidation with another legal entity, except with the prior written consent of the other party. Any approved assignment of this Agreement shall be binding upon and shall inure to the benefit of the parties' successors and assigns.

13) NO AGENCY OR PARTNERSHIP.

Manager is an independent contractor under this Agreement. The City, the County, and Manager are not partners, joint ventures, or principal or agent of the other.

14) COMPLIANCE WITH LAW.

Manager shall perform the services described in this Agreement in accordance with applicable statutes, rules and regulations required by Federal and Florida law, as may be from time to time be in effect or applicable to Manager.

15) MISCELLANEOUS.

a) Headings. Section headings are, for convenience of reference only and shall not be used to construe the meaning of any provision of this Agreement.

b) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall together constitute one agreement.

c) Severance. Should any part of this Agreement be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity and enforceability of the remaining portions.

d) Authority. Each individual signing this Agreement warrants that such execution has been duly authorized by the party for which he or she is signing, and this Agreement constitutes the valid and enforceable obligation of each party in accordance with its terms.

e) Law. This Agreement shall be construed in accordance with the laws of the State of Florida and venue for any action based on this Agreement shall be in Lake County, Florida.

f) Public Records. Manager expressly understands records associated with this project may be public records and agrees to comply with Florida's Public Records law, to include, to:

i) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services contemplated herein.

ii) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this Florida's Public Records law or as otherwise provided by law.

iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

iv) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Manager upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from Public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

16) IF MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR SHALL CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, (352) 241-7330.

a) Amendment. This Agreement may not be modified except in writing executed by the party to be charged.

b) Entire Agreement. This Agreement and the Program constitute the entire agreement of the parties hereto and supersedes all prior agreements and representations with respect to the subject matter hereof. A Sponsorship Agreement between Manager and City, dated the same date as this Agreement, deals with other matters.

17) Statement Required by §787.06, Fla. Stat.

The person signing on behalf of Manager swears and affirms under penalty of perjury that Manager does not use coercion for labor or services as defined in §787.06, Fla. Stat.

IN WITNESS WHEREOF, this Agreement is executed and shall be binding on the parties only after all parties have signed below and shall be effective as of the Effective Date.

THE CITY OF CLERMONT

CLERMONT MULTIHULL ASSOCIATION, INC.

Mayor, Tim Murry

Date: _____

President,

Date: _____

WITNESSES:

Print Name: _____

Print Name: _____



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 28, 2025		
Agenda Item Name		
Settlement Agreement		
Requested Action		
Staff Report		
Coastal Investment Land Trust owns the West End Plaza at 821 W. Minneola Ave in downtown Clermont. It is located in the Central Business District. In the old §115-14 of the City Code, mixed-use development was exempt from minimum parking requirements. In 2023, Coastal closed the parking lot. In July 2023, Code Enforcement issued a violation notice to Coastal asking it to re-open and fix the parking lot. Coastal appealed, arguing that it was a mixed-use development exempt from the minimum parking requirements. The City Council heard this administrative appeal and ruled that the property was not mixed use and therefore not exempt from minimum parking requirements. Coastal appealed that determination and the appeal is still pending in front of Judge Heidi Davis, circuit court judge. The City Council, apparently in an attempt to eliminate this argument for Coastal, amended its City Code to eliminate the minimum parking exemption for this property. While the City has a different Council and different City Attorney, the Interim City Attorney agrees with the prior one that this appeal is premature and not deserving of certiorari relief. Certiorari relief is only appropriate in very limited circumstances, none of which are present here, where the code enforcement board has not even weighed in on a violation. That said, even though the City should prevail on the appeal, it does not eliminate the issue. It simply defers the litigation combat to an appeal from the code enforcement board. Accordingly, Coastal proposed a settlement agreement which is now before the City Council for consideration. This settlement agreement would do the following: 1. Find that Coastal's interpretation in the administrative appeal was the correct one given the text in the City Code and Comprehensive Plan; and 2. Allow Coastal to proceed as "grandfathered in" as exempt from minimum parking requirements in CBD in order to avoid equitable estoppel and equal protection arguments. Because staff previously opposed both aspects of this proposal, staff is not in a position to change its recommendation now. This settlement agreement is being proposed to the City Council for its own consideration of the merits as it would put an end to years-long litigation and defuse future litigation over these issues.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. COASTAL SETTLEMENT AGREEMENT 1-16-25	COASTAL SETTLEMENT AGREEMENT 1-16-25.pdf	
2. ExhibitstoCoastalSettlementAgreement	ExhibitstoCoastalSettlementAgreement.pdf	

SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into by and between COASTAL INVESTMENT LAND TRUST, a registered Florida Land Trust (“Coastal”), and the CITY OF CLERMONT, a Florida municipal corporation (“the City”) (or collectively “Parties”), who each freely and voluntarily enter into this Settlement Agreement (“Agreement”) and therefore do recite as follows:

RECITALS

- A. Coastal owns the property located at 821 West Montrose Street (“Coastal Property”) and;
- B. A dispute has arisen between Coastal and the City resulting in litigation in the case styled *Coastal Investment Land Trust v. The City of Clermont*, Case No. 35-2023-CA-002795 in the Circuit Court in and for Lake County, Florida (the “Litigation”), and;
- C. This Agreement serves to resolve all claims and damages that the Parties asserted or could have asserted against each other in the Litigation.

NOW THEREFORE, in consideration of the mutual covenants and the terms and conditions contained herein the Parties agree as follows:

1. **Recitals Incorporated.** The above-stated recitals are true and correct and are hereby incorporated in and made a part of this agreement by reference.
2. **City Obligations and Acknowledgments.** The City does hereby agree and/or acknowledge as follows:
 - a. The City acknowledges and agrees that the Coastal Property is zoned Central Business District (CBD) under the City’s Land Development Code and therefore is entitled to use the property for any permitted use thereunder subject to all applicable zoning regulations in effect at the time of its June 28, 2023 application made for the property. (See attached “Exhibit A”)
 - b. The City acknowledges and agrees that the Coastal Property has a land use of Downtown Mixed-Use under the City’s Comprehensive Plan and therefore is entitled to use the property for any permitted use thereunder subject to all applicable building code and land use regulations in effect at the time of its June 28, 2023 application. (See attached “Exhibit B”)
 - c. City of Clermont acknowledges and agrees that pursuant to City of Clermont *Ordinance No 2018-28*, the future development of the Coastal Property or its assigns, or successors for a use permitted in the CBD and shall be entitled to an exemption of minimum parking requirements, pursuant to the code at that time. (See attached “Exhibit C”)
 - d. City of Clermont acknowledges and agrees that pursuant to City’s Comprehensive Plan a Mixed-Use project is defined under Objective 1.7. (See attached “Exhibit D”)

Definition:

[Mixed-Use Land Use Categories. The mixed-use categories are established to accommodate a mixture of residential, office and commercial uses as single uses on separate parcels or as a mix of uses within a single development.]

- e. City of Clermont acknowledges and agrees that the existing building located on 821 W Minneola Ave, Clermont Florida 34711 is by the City's Land Development Code and Comprehensive Plan a Mixed-Use project and is otherwise exempt from any requirement for parking spaces, inclusive of outdoor seating pursuant to the City's parking ordinance in effect as of the date of application to change the building's use from a Church to a Market. (See attached "Exhibit E")
 - f. City of Clermont acknowledges and agrees that Coastal submitted a Conditional Use Permit Application for a project at 821 W Minneola Ave, Clermont Florida 34711. The project contemplates a Mixed-Use project under the City's Land Development Code and Comprehensive Plan and would have been otherwise exempt from any requirements for parking spaces, inclusive of outdoor seating pursuant to the City's parking ordinance in effect as of the date of application. (See attached "Exhibit F")
 - g. City of Clermont acknowledges and agrees that after Coastal made its appeal to the City, the City changed its code removing the exemption of minimum parking requirements for a Mixed-Use project. (See attached "Exhibit G").
 - h. City of Clermont acknowledges and agrees that Coastal may amend its Conditional Use Permit Application at 821 W Minneola Ave, Clermont Florida 34711, and such amendment will be "Grandfathered in", meaning, the City of Clermont shall apply the code at the time of the original application submittal dated June 28, 2023.
3. **Coastal Obligations.** At or contemporaneously with the settlement, Coastal shall:
- a. Execute, along with the City, a mutual release of the City, its elected officials, officers, employees and agents from any and all claims, causes of actions or damages of any kind that have been maintained or could have been maintained in the Litigation. The Release shall be as set forth in Exhibit "H" attached hereto and incorporated herein.
 - b. Within five (5) days of this Agreement being approved by the City Council, file a Notice of Voluntary Dismissal with Prejudice of all Coastal's pending claims against the City in the Litigation.
4. **Each Party Bears its Own Attorney Fees and Costs.** The Parties agree that they shall each bear their own attorney fees and costs related to the Litigation and this Settlement Agreement.
5. **Reservation of Right to Enforce this Agreement.** It is understood and agreed by the parties that the General Releases do not waive nor include in any way the parties' rights and ability to enforce against each other the terms and covenants contained in this Agreement.
6. **Opportunity to Cure.** In the event of a breach of (i.e., failure of a party to comply with) any obligation or covenant under this Agreement, the non-breaching party shall give the breaching party written notice of the specifics of the breach, and the breaching party shall have thirty (30) days (the "Cure Period") in which to cure the breach if such breach is capable of cure. If it is commercially impractical to cure the alleged breach within the Cure Period, the breaching party shall have such commercially reasonable time as may be necessary to cure the breach. If the breach is not cured within said Cure Period, the non-breaching party, subject to the provisions herein, shall be entitled to pursue any remedies it may have by reason of the breach. A waiver of any breach of this Agreement shall not constitute a waiver of any future breaches of this Agreement,

whether of a similar or dissimilar nature.

7. **Enforcement of Agreement.** If any party shall seek to enforce or protect its rights under this Agreement or under any document or instrument executed and delivered in connection herewith, in any action, suit, arbitration, or other proceeding, prior to initiating such action, the parties agree that they will participate in pre-suit mediation. The mediation shall take place at Clermont City Hall, Clermont, Lake County, Florida, by a mediator as mutually agreed upon by the parties. Each party shall bear an equal share of the cost of the mediation. In the event the mediation does not resolve the pending dispute, any party may enforce its rights hereunder in such manner as available at law. The Parties agree that venue for any such action shall be in the appropriate court in and for Lake County or the Middle District of Florida, that each party waives its right to a jury trial and that in any such proceeding each party shall bear its own attorney fees.
8. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent it has been expressly incorporated into this Agreement. No waiver, modification, or amendment of any term, condition, or provision of this Agreement shall be valid or have any force or effect unless made in writing and signed by all Parties to this Agreement.
9. **No Warranty by City.** Nothing contained herein shall be construed or act as a warranty of any kind, either general or specific, regarding the performance, operation or any act, improvement or approval by City related hereto.
10. **Binding Effect.** This Agreement shall be binding upon the Parties, their successors and assigns.
11. **No Waiver of Sovereign Immunity.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
12. **Notice.** Any notice required to be given or documents required to be delivered by the terms of this Agreement shall be deemed properly given or delivered if hand delivered, or if mailed to the proper party or parties by United States Mail, return receipt requested, at the following addresses:

COASTAL INVESTMENT LAND TRUST:

810 W. Montrose Street
Clermont, FL 34711
Attn.: Tyler Van Voorhees

CITY:

685 W. Montrose Street
Clermont, Florida 34711
Attn: City Manager

13. **Effective Date.** This Agreement shall take effect as of the last date that a signatory below has executed.

14. **Severability.** Should any provision of this Agreement be held invalid or illegal, such invalidity or illegality shall not invalidate the whole of this Agreement, but rather the Agreement shall be construed as if it did not contain the invalid or illegal part, and the rights and obligations of the Parties shall be construed and enforced accordingly.
15. **Joint Participation.** Each of the Parties has jointly participated in the negotiation and drafting of this Agreement. In the event of an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by each of the Parties hereto and no presumptions or burdens of proof shall arise favoring either Party by virtue of the authorship of any provisions of this Agreement.
16. **Agreement Understanding and Legal Counsel.** Each Party to this Agreement represents and warrants to each other Party that such Party has read and fully understands the terms and provisions hereof, has had an opportunity to review this Agreement with legal counsel, and has executed this Agreement based upon such Party's own judgment, and acknowledge that are executing this document as their free and voluntary act.
17. **Authority.** By signing below, each of the undersigned represents and warrants that he or she has the actual and apparent authority and has obtained all necessary and proper corporate or other legal authority and authorization to bind their respective entities to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Global Settlement Agreement as of the dates set forth below.

Coastal Investment Land Trust

By: _____

Name:

Date:_____

Attest:

CITY OF CLERMONT

Tracy Ackroyd Howe, City Clerk

Tim Murry, Mayor

Date: _____

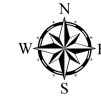
As Approved by Action of the City
Council at its Regular Meeting of January
28, 2025



City of Clermont Official Zoning Map

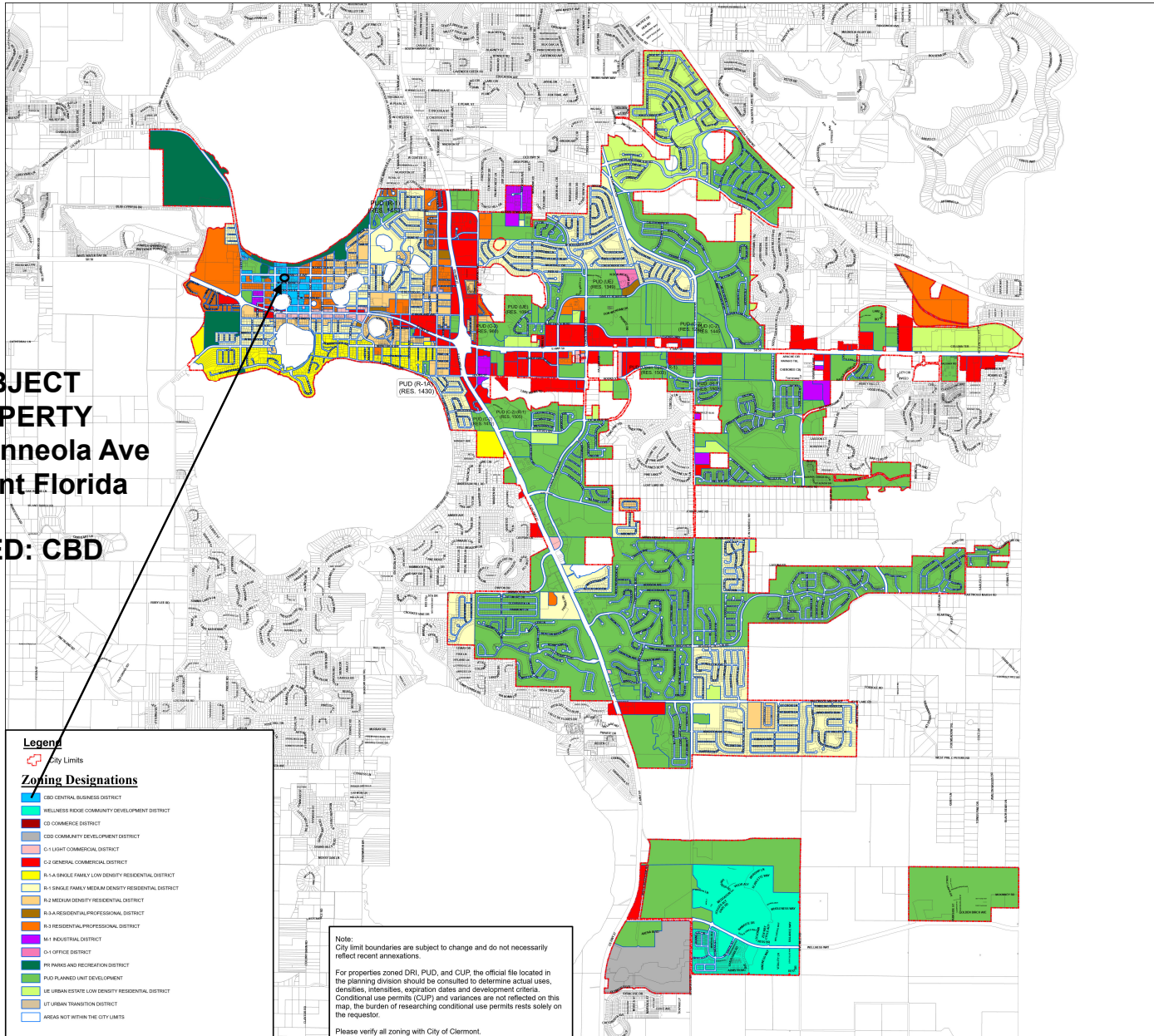
Revised: November 12, 2024

EXHIBIT A



**SUBJECT
PROPERTY**
821 W Minneola Ave
Clermont Florida

ZONED: CBD





City of Clermont
Future Land Use Map

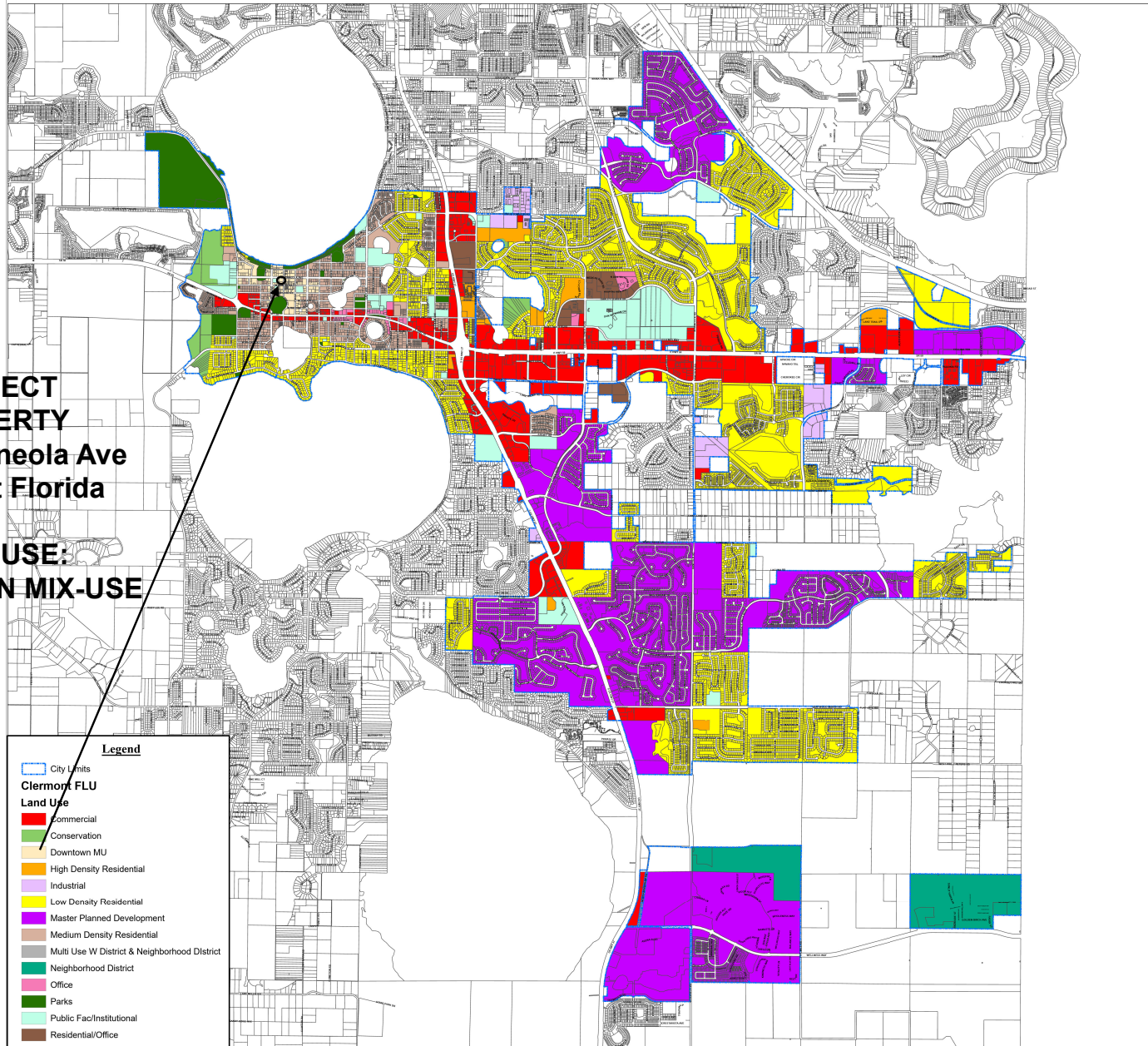
Adopted June 23, 2009
Revised November 12, 2024

EXHIBIT B



**SUBJECT
PROPERTY**
821 W Minneola Ave
Clermont Florida

LAND USE:
DOWNTOWN MIX-USE





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EXHIBIT C

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, CHAPTER 98 PARKING AND VEHICULAR USE AREAS; AND CHAPTER 118 VEGETATION; PROVIDING FOR CODIFICATION; SEVERABILITY; EFFECTIVE DATE; AND PUBLICATION.

WHEREAS, pursuant to the provisions of Chapter 163, Florida Statutes, the City of Clermont Planning and Zoning Commission, acting as the Local Planning Agency of the City, has held a public hearing on August 7, 2018 and following such hearing found this Ordinance to be in the best interest of the City of Clermont, and recommended that the City Council adopt this Ordinance; and

WHEREAS, the City Council of the City of Clermont desires to amend Chapter 98 Parking and Vehicular Use Areas, and Chapter 118 Vegetation, Section 118-38 Vehicular Use Area Interior Landscaping; of the City of Clermont's Code of Ordinances;

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

SECTION 1.

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

SECTION 2.

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

Chapter 98 Parking and Vehicular Use Areas

Section 98-1 Purpose and intent of chapter.

The purpose of this chapter is to delineate regulations which apply to the transportation system, including parking, loading, unloading, service area space and vehicular access requirements. The intent of this chapter shall be to support the economic development goals of the city through the development of real property by creating and implementing an efficient, safe and balanced system of traffic management and circulation that accommodates motorized and non-motorized vehicles and provides for adequate and appropriate parking and loading facilities.

(Code 1998, § 98-1; Ord. No. 281-C, § 1(ch. 12, § 1), 11-8-1994)

Section 98-2 Off-street parking facilities required



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Off-street parking areas, including required parking spaces, access ways, buffers and related off-street parking appurtenances, shall be provided for all buildings and uses on the premises. The requirements of this Chapter shall apply to all development, whether new structures or alterations to existing structures.

(a) *Compliance with Regulations.* The requirements for off-street parking applicable to any use shall be a continuing obligation of the owner and occupant of the property on which any such use is located, so long as the use is in existence. It shall be unlawful for an owner or occupant of any use affected by this Section to discontinue, change, dispense with, or in any way cause a change in the size, design or number of parking spaces required by this Section, apart from the discontinuance of such use, without establishing alternative parking spaces which meet the requirements of this Section, or for any person to use such building without acquiring such land for parking which meets the requirements of this Section. In addition, parking spaces required by this Section shall not be made unusable or inaccessible in any way during the life of the use served by such parking spaces, except as required for maintenance and repair. This section shall not prohibit the replacement or reconfiguration of parking spaces at grade, below grade or above grade to comply with the requirements of this Section.

(Code 1998, § 98-2; Ord. No. 281-C, § 1(ch. 12, § 2(A)), 11-8-1994)

Section 98-3 Parking spaces

(a) *Size.*

1) *Standard parking spaces.* Standard parking spaces shall consist of a minimum net area of 200 square feet, with a minimum width of ten feet and a minimum length of 20 feet. All standard spaces shall be striped. Parking space depth may be reduced to 18 feet when spaces are perpendicular to perimeter landscaped buffers, do not include wheel stops, and the required minimum perimeter buffer width is expanded by a minimum of 2 feet.

2) *Compact parking spaces.* Compact parking spaces shall be 9 feet wide and 17 feet long. All compact spaces shall be double striped.

3) *Oversized spaces.* Oversized spaces shall be 10 feet wide and 35 feet long. All oversized spaces shall be striped.

(b) *Number of spaces.* The minimum off-street space requirements for all uses shall be in accordance with the table of minimum off-street parking space requirements in Section 98-14.

(c) *Mixed use development.* Where a mixed-use development is proposed, the parking standards for each individual proposed use shall be required. A parking study may be submitted to the Administrative Official to justify modifications to this requirement, such that shared parking can be justified based on the complimentary nature of the proposed uses and offsetting peak parking demands. The Administrative Official shall ensure that the minimum number of spaces necessary to accommodate the mix of uses is provided on site to accommodate peak parking demand while reducing the overall amount of land devoted to parking to the greatest extent possible.

(d) *Large-scale development.* Certain large-scale uses, such as planned development projects, normally have a diversity and variability in parking demand. In such cases, a parking study



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is required to be submitted with the development proposal to identify the necessary parking requirement. The final decision on the amount of parking shall be determined by the development review committee in consideration of the parking study along with traffic engineering and planning data that is appropriate to the proposed development and intended use. The outcome should reduce the overall amount of land dedicated to parking while ensuring that typical daily peak parking demand is accommodated.

(Code 1998, § 98-3; Ord. No. 281-C, § 1(ch. 12, § 2(A)(1)—(4)), 11-8-1994)

Section 98-4 Alternative surfacing materials for parking areas

(a) Certain land uses, due to their unique character or due to the low volume of traffic produced, may provide parking surfaces of wood mulch or other materials after obtaining approval from the development review committee. In granting such a request, the development review committee shall consider the following matters:

- 1) The type of partially pervious material or type of wood mulch to be used for surfacing.
- 2) The site characteristics of the parking lot, including but not limited to the elevation, slope, drainage, soil type and adjacent surface conditions.
- 3) The type and amount of anticipated traffic flow in the parking lot.

(b) The following criteria shall be used in development and construction of an approved wood mulch parking area:

- 1) Use shall be essentially for passive parking, i.e., not more than two ingress/egress movements per day per vehicle space.
- 2) Natural soil on the site must be sandy, with only enough clay to bind particles and preclude rutting or flowing.
- 3) Soil percolation must absorb a minimum of 3½ inches of rainfall per hour over the entire area to be mulched.
- 4) Parking areas shall be graded as level as possible, with maximum slope in any direction not to exceed three percent, to preclude surface runoff from washing away mulch materials.
- 5) Subsurface areas shall be cleared and grubbed to remove all living plant growth, and then be graded and treated with an approved herbicide to prevent further growth in areas to be mulched.
- 6) Surfacing shall not be less than three inches of clean bark mulch, free from chips and sticks, after wetting and rolling.
- 7) Mulched areas shall be contained by concrete ribbon curbing, pressure-treated timbers, or precast concrete bumper blocks laid end to end. For this purpose, concrete sidewalks at or between ends of rows of vehicle spaces, not less than five feet wide, may be used, as well as concrete entrance drives and curb cuts, where applicable.



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8) Green areas (planters, with grass and shrubs or trees) shall comprise not less than 20 percent of the total parking area, including driveways and walkways, and shall be provided with automatic or manual irrigation facilities, equipped with rain sensors and backflow preventers, and with adequate pressure and coverage to enable periodic wetting of the mulched areas to keep the mulch sufficiently moist to prevent its being blown or strewn by winds or vehicle exhausts, or ignited by the latter.

9) Requirements for size of lot or parcel coverage, number of vehicle spaces and driving lanes shall be the same as that for conventionally paved parking areas. Unless otherwise approved by the development review committee, circulation areas shall be paved.

10) The development review committee shall have sole discretion in determining whether or not the use of wood mulch, or other materials such as paver block or turf block, shall be suitable and acceptable for any specific location.

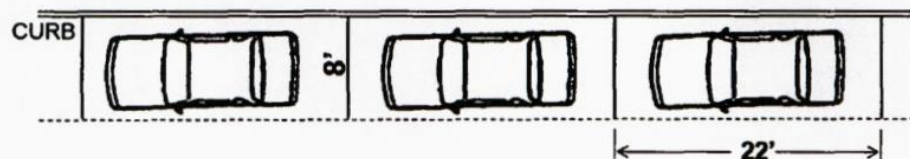
(Code 1998, § 98-4; Ord. No. 281-C, § 1(ch. 12, § 2(A)(5)), 11-8-1994)

Section 98-5 Design of parking lots

(a) *The parking lot design*, including but not limited to arrangement of spaces, width of aisles and access drives, angle of spaces, installation of curbing, etc., shall be as specified in the figures in section 98-15. The specific design of each facility shall take into consideration the necessity of required landscaping in accordance with chapter 118, pertaining to vegetation. All parking lot improvements shall be paved in accordance with accepted city engineering standards.

(b) *Downtown parking*. In order to accommodate slower traffic movements and the historical nature of downtown, parallel on-street parking provided by the city of Clermont may be reduced to 8' x 22' as shown in figure 98-15D. The downtown parking area shall include the community redevelopment area (CRA) as shown in the downtown CRA redevelopment plan, adopted on December 8, 2015 by Ordinance No. 2015-77.

Figure 98-15D Downtown Parallel Parking
(Not to Scale)



(Code 1998, § 98-5; Ord. No. 281-C, § 1(ch. 12, § 2(B)), 11-8-1994; Ord. No. 2016-31, § 2, 8-23-2016)

Section 98-6 Ratio of full size parking spaces to compact and oversized spaces



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(a) The ratio of full size parking spaces to compact spaces shall be 90 to ten. This ratio shall be maintained for the total number of parking spaces provided and shall apply only to buildings and uses where the required number of parking spaces is 25 or greater and 300 or less. Developers may increase this ratio, thus increasing the number of full size spaces, however, in no case shall the ratio of compact spaces be permitted to exceed this ratio. Compact spaces shall not be permitted for buildings and uses requiring less than 25 parking spaces or for residential uses. Projects requiring more than 300 parking spaces shall be considered threshold developments where final decision on the ratio of parking shall be determined by the development review committee in consideration of traffic engineering and planning data that is appropriate to the proposed development and intended use.

(b) The provision of oversized parking spaces to accommodate recreational vehicles and the like shall be applied to retail business facilities where required parking is 100 spaces or more. The ratio of three oversized parking spaces per each 100 required spaces or portion thereof shall be maintained for the total number of parking spaces provided.

(Code 1998, § 98-6; Ord. No. 281-C, § 1(ch. 12, § 2(C)), 11-8-1994)

Section 98-7 Level, reserved parking spaces for handicapped persons

Level parking spaces shall be reserved for physically handicapped persons according to the following requirements:

Total Spaces Provided	Spaces Required to Be Reserved
Up to 25	1
26 to 50	2
51 to 75	3
76 to 100	4
101 to 150	5
151 to 200	6
201 to 300	7
301 to 400	8
401 to 500	9
501 to 1,000	2% of total
Over 1,000	20 spaces plus 1 for each 100 over 1,000

(Code 1998, § 98-7; Ord. No. 281-C, § 1(ch. 12, § 2(D)), 11-8-1994)

Section 98-8 Loading, unloading and service area space



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(a) *Required areas.* The off-street loading, unloading and service area requirements of this chapter are intended to provide minimum standards necessary such that no loading, unloading or servicing of buildings or structures by refuse collection, fuel, or other public or private service type vehicular activity shall adversely impact the public safety, generate excess capacity on the city street system, or cause undue congestion or conflict resulting from such activities. The requirements of this section shall apply to all public, semipublic, commercial and industrial development, whether new structures or alterations to existing structures. Off-street facilities shall be available for use prior to the issuance of any certificate of occupancy or a local business tax receipt, and the continued maintenance of such facilities shall be the obligation of the property owner and occupant as long as the use requiring such facility continues. No off-street facility shall be altered or discontinued except in accordance with this section.

(b) *Arrangement.*

1) The off-street loading, unloading and service area space shall be designed and arranged such that it may be used without blockage or interference with the function and safety of adjacent uses, streets, accessways or off-street vehicular and pedestrian traffic circulation.

2) The required spaces shall not be used for the storage of vehicles or materials, and shall not be used to meet off-street parking requirements.

3) All loading facilities shall be located on the same premises as the use they serve and shall not encroach on any rights-of-way or dedicated easements. All such facilities shall be well separated and buffered from adjacent uses in accordance with the provisions contained within this land development code.

(c) *Dimensions.* Each required off-street loading, unloading and service area space shall be a minimum of 60 feet in depth and 12 feet in width, with an overhead clearance of not less than 14 feet for each space required; however, upon review and approval of the specific use intended and site plan by the development review committee, a total area of not less than 720 square feet devoted to such use, with an overhead clearance of 14 feet, may be permitted for each space required.

(d) *Number of spaces.* The development review committee shall interpret and approve the amount of loading, unloading and service area space required for all uses based upon the following total aggregate floor area of each structure located on the premises:

LOADING, UNLOADING AND SERVICE AREA SPACE REQUIREMENTS

Land Use Classification	Space Requirement
Retail, wholesale and industrial uses	1 loading berth for every 20,000 square feet of floor area, or portion thereof.
Bus and truck terminals	Sufficient space to accommodate the maximum number of buses or trucks that will be stored and loading or unloading at the terminal at one given time.

(Code 1998, § 98-8; Ord. No. 281-C, § 1(ch. 12, § 2(E)), 11-8-1994)



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Section 98-9 Access.

All off-street parking, loading, unloading and service area space shall have vehicular access to a street, frontage road, or reverse frontage road and shall be subject to the following provisions:

(a) *Nonresidential uses.*

1) There shall be only one vehicular access point, not to exceed 40 feet in width, or two vehicular access points, not to exceed 20 feet in width each, located on any one street, frontage road, or reverse frontage road to serve the premises in question. One additional vehicular access point; not to exceed 40 feet in width, or two additional vehicular access points; not to exceed 20 feet in width each, shall be permitted for every 400 feet of parcel frontage on a single street, frontage road, or reverse frontage road. All access facilities shall require the approval of the development review committee for design or redesign and location.

2) All vehicular access points shall be located at least 100 feet, or two-thirds the distance of the parcel frontage on a street, whichever is greater, from the intersection of any right-of-way lines of streets.

3) All vehicular access points serving corner lots or tracts with less than 200 feet of frontage on only one street that is classified as an arterial, collector, or local collector in the traffic circulation element of the comprehensive plan shall be located on the street that intersects the arterial, collector or local collector roadway in question.

4) A minimum distance of at least 50 feet shall be required between any two vehicular access points located on any one street adjacent to and serving the premises in question.

5) All vehicular access points shall have a minimum width of at least 12 feet per lane of traffic.

(b) *Residential uses.*

1) The maximum width of a residential driveway access to an off-street parking or other vehicular use area shall be 20 feet for two-way vehicular movement and ten feet for one-way vehicular movement. Single-family residential structures with three vehicular garage openings may allow driveway adjustments for front loaded garages as indicated in the table below. No more than one two-way access way shall be permitted for any street frontage up to 100 lineal feet, such standards to be applicable to any property under one ownership. Where such ownership involves over 151 feet of street frontage, one additional two-way or two additional one-way drives may be permitted.

Table 1: SINGLE-FAMILY RESIDENTIAL DRIVEWAY WIDTH STANDARDS

LOT WIDTH	MAXIMUM DRIVEWAY (FT)	DRIVEWAY APRON WITH FLARES (FT)
Less than 60 ft.	20	26
Greater than 60 ft.	30	36



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2) Where such ownership involves over 251 feet of street frontage, one additional two-way or two additional one-way drives may be permitted for each additional 100 feet of frontage.

3) The city has the right to require owners who rebuild or rehabilitate substandard driveways to reconstruct them to meet the requirements of this chapter and other requirements of this land development code.

(Code 1998, § 98-9; Ord. No. 281-C, § 1(ch. 12, § 2(F)), 11-8-1994; Ord. No. 2015-78, § 2, 12-8-2015)

Section 98-10 Driveway construction standards

Driveways constructed below street grade must rise to an elevation at least to the top of the curb height on city right-of-way before reaching the owner's property line. Driveways constructed above the street grade should not exceed a grade of one inch per foot from the top of the curb to provide for vehicular clearance, unless otherwise approved by the city engineer. Sidewalks located within driveways shall be constructed in conformance with standards established by chapter 110, pertaining to subdivisions. All driveways and sidewalks shall be constructed in accordance with adopted city standards.

(Code 1998, § 98-10; Ord. No. 281-C, § 1(ch. 12, § 2(G)), 11-8-1994; Ord. No. 2015-78, § 2, 12-8-2015)

Section 98-11 Buffers

Off-street parking and loading, unloading and service area space shall have a buffer of at least five feet in width provided along all streets on which the off-street parking and loading, unloading and service area space is located. All required landscaping shall be provided in conformance with chapter 118, vegetation. The required buffer may be provided for and included within any other buffer required by the provisions of this land development code to be located along streets.

(Code 1998, § 98-11; Ord. No. 281-C, § 1(ch. 12, § 2(H)), 11-8-1994)

Section 98-12 Lighting facilities.

All lighting facilities provided for off-street parking, loading, unloading and service area space shall be subdued, shaded and focused on the site so as not to create traffic hazards or subject adjoining premises to undue glare or adverse interference.

(Code 1998, § 98-12; Ord. No. 281-C, § 1(ch. 12, § 2(I)), 11-8-1994)

Section 98-13 Change of use of premises



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Existing off-street parking, loading, unloading and service area space for any premises shall not be reduced unless it exceeds the requirements of this land development code. Where the use of existing premises is changed, the new use and premises shall conform with the off-street parking, loading, unloading and service area space and vehicular access requirements of this land development code. Any existing use not provided with conforming off-street parking, loading, unloading and service area space and vehicular access shall conform with the requirements of this land development code at the time of any alteration or expansion of the use.

(Code 1998, § 98-13; Ord. No. 281-C, § 1(ch. 12, § 3), 11-8-1994)

Section 98-14 Table of minimum parking space requirements

(a) *Determination for unlisted uses or alternative parking.* If the proposed use is not listed or compatible with a use listed in the table of minimum parking space requirements, the Administrative Official shall make a determination of the appropriate parking for the proposed use based on the standards and guidelines of the Institute of Transportation Engineers (ITE) or the latest Smart Code published by the Form Based Codes Institute. In reaching the determination, the director may consider and be guided by the requirements for similar uses, the number and kind of vehicles likely to be attracted to the proposed use, parking requirements of such uses in other jurisdictions, special conditions or situations of the proposed use, or a combination of sources.

(b) *Minimum off-street parking space requirements.* Minimum off-street parking space requirements are as follows:

Land Use	Minimum Number of Spaces per Indicated Unit	Minimum Number of Spaces per Indicated Unit in the <u>Central Business District</u>	Per Unit of Measure
Single-family	2	1	Per dwelling unit
Multifamily	1.5	1.25	Per one-bedroom unit
Multifamily	2	1.5	Per two-bedroom unit
Multifamily	2.5	2.0	Per three-bedroom unit
Mobile home parks	2	NA	Per dwelling unit
Churches and funeral homes	1	.5	Per four permanent seats in the sanctuary or assembly room
Offices and veterinary clinics	1	.6	Per 200 square feet of floor space
Hospitals, clinics, ACLFs and nursing homes	1	1	For each four beds
Plus	1	NA	For each doctor



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	Plus	1	.5	For each 4 employees
Roominghouses and boardinghouses		1	.5	For each bedroom
Nursery schools, child care centers, kindergartens, or public, vocational and professional schools		1	1	Per 300 square feet of classroom space
	Plus	1	.5	For each staff member
	Plus	1	.5	For each four employees
Retail business, wholesale business and personal services		1	.5	Per 200 square feet of floor space
Retail		1	*	Per 333 Square Feet of Floor Space
Theaters, auditoriums and cinemas		1	.5	For each four seats in the assembly rooms
Hotels, and motels and Bed & Breakfast		1	1	For each accommodation
	Plus	1	NA	For each three employees
Restaurants, takeout only		1	0	Per 100 square feet of gross floor area
Restaurants and lounges		1	.5	Per 4 Seats (including outdoor seating)
	Plus	1	0	For each four employees
Automotive services and gas stations		4	4	For each grease rack service bay or similar facility
	Plus	1	0	For each employee
Recreation facilities		1	.5	Per 200 square feet of floor area devoted to patron use
Golf course		6 /1	NA	Per green/per practice tee
Lodges and clubs		1	.5	Per 50 square feet of floor space
Light manufacturing		1	1	Per 500 square feet of floor area



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	Or	1	1	For each two employees based on the greatest number of employees at work on the largest shift, whichever is greater
Unmanned utility facilities		1	0	Per 1,000 square feet of floor area, with a minimum of two spaces required
Warehouse /Bulk Storage		1	.5	Per 1,000 square feet of floor space, with a minimum of two spaces required
Warehouse/Showroom		1	1	Per 1,000 square feet of floor space, with a minimum of two spaces required

* - a mixed use project is exempt from minimum parking requirements

Note: Planned unit developments shall provide off-street parking based upon the aggregate sum of all proposed uses, discounted for any reduced parking benefit attributable to the unique mix of uses and offsetting peak hour parking demands.

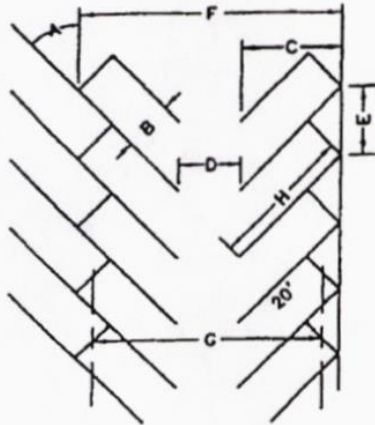
(Code 1998, § 98-14; Ord. No. 281-C, § 1(table 12-1), 11-8-1994; Ord. No. 294-C, § 2, 9-28-1999; Ord. No. 373-C, § 2, 11-24-2009)

Section 98-15 Parking illustrations.

The figures referenced in this chapter are set out in this section.

Figure 98-15A. Parking Standards
(Not to Scale)

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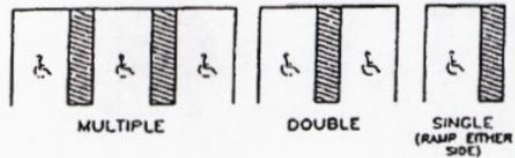
A	B	C	D	E	F	G	H
0°	10.00'	10.00'	12.00'	23.00'	32.00'	—	23.00'
30°	10.00'	18.66'	11.00'	20.00'	48.32'	39.66'	37.32'
45°	10.00'	21.21'	13.00'	14.14'	55.43'	48.36'	30.00'
60°	10.00'	22.32'	18.00'	11.55'	62.64'	57.64'	25.77'
90°	10.00'	20.00'	24.00'	10.00'	64.00'	64.00'	20.00'

- A - PARKING ANGLE
- B - STALL WIDTH
- C - STALL TO CURB
- D - AISLE WIDTH
- E - CURB LENGTH PER CAR
- F - MINIMUM OVERALL DOUBLE ROW WITH AISLE BETWEEN
- G - STALL CENTER (DOES NOT INCLUDE OVERHANG)

HANDICAPPED PARKING

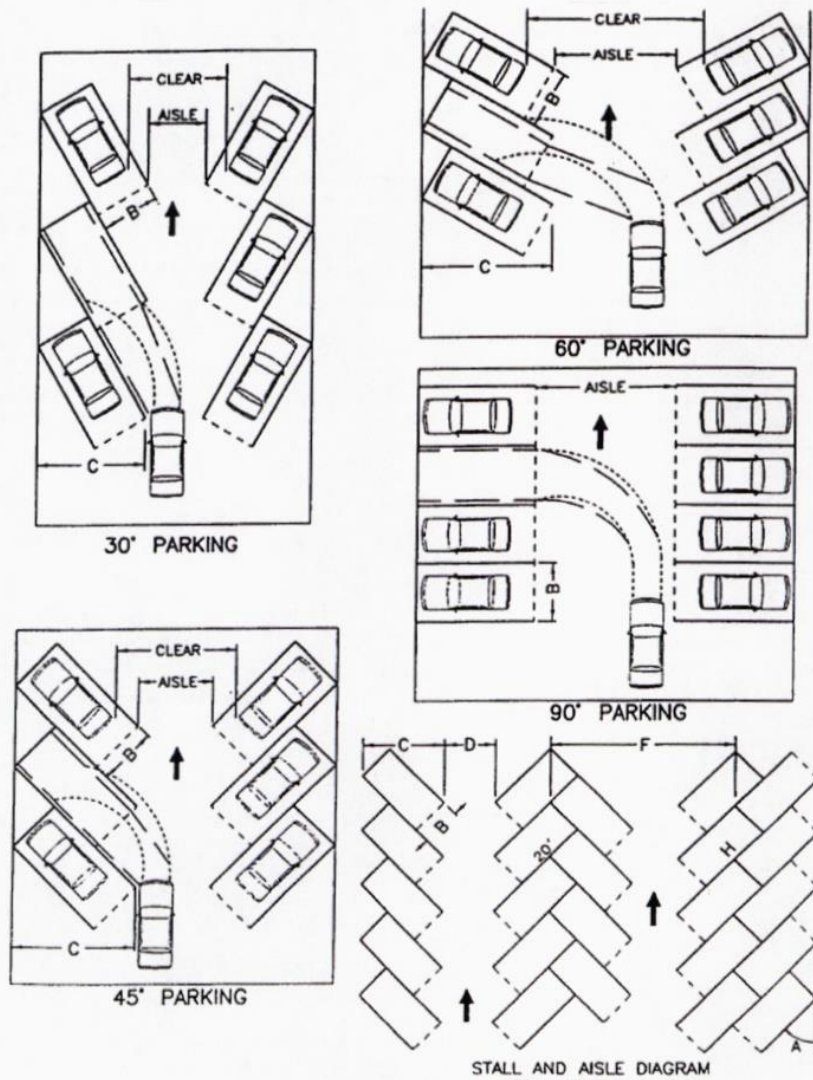
TOTAL PARKING IN LOT	REQUIRED NUMBER OF ACCESSIBLE SPACES
0 - 25	1
26 - 50	2
51 - 75	3
76 - 100	4
101 - 150	5
151 - 200	6
201 - 300	7
301 - 400	8
401 - 500	9
501 - 1000	2% OF TOTAL
OVER 1000	20 PLUS 1 FOR EACH 100 OVER 1000

(12' WIDE PARKING MINIMUM W/ 5' WIDE RAMPS)



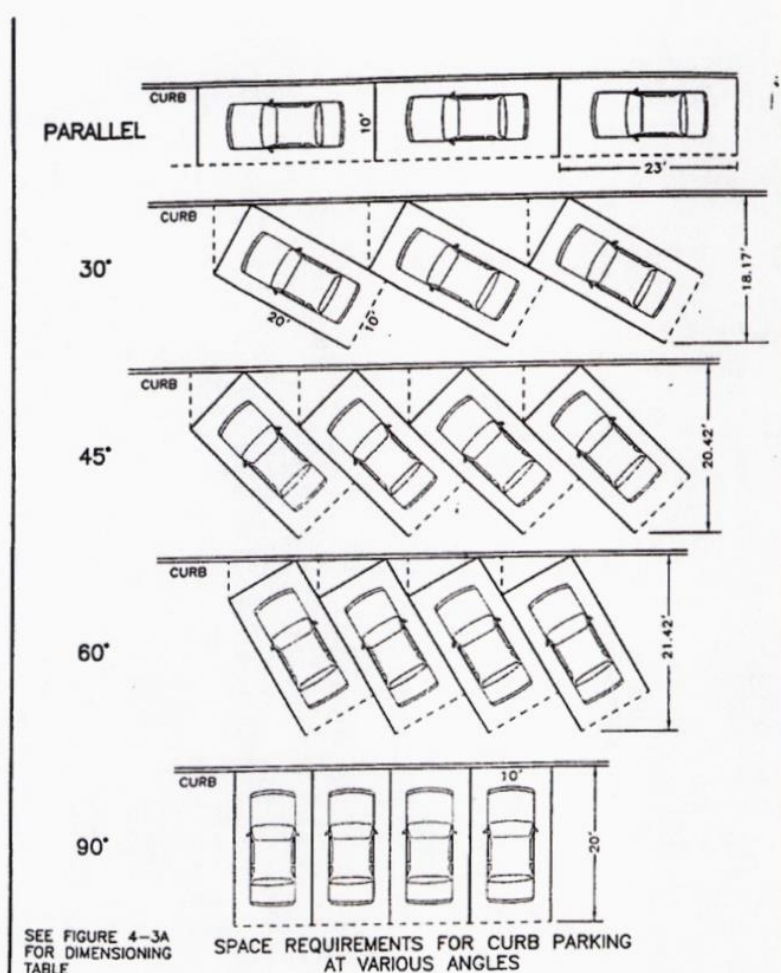
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Figure 98-15B. One-Way Street Curb Parking
(Not to Scale)



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Figure 98-15C. Curb Parking
(Not to Scale)



(Code 1998, § 98-15; Ord. No. 281-C, § 1 (figs. 12-1A—12-1C), 11-8-1994)
Section 98-16 Bicycle parking space requirement

- (a) Bicycle parking shall be provided as follows:



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1) All new development shall provide parking for bicycles. The number of bicycle parking spaces provided shall be at least equal to five percent, rounded up, of the first 100 automobile parking spaces, and two percent; rounded up, for additional bicycle parking spaces for all other automobile parking spaces over 100.

2) Nonresidential uses. One automobile parking space per 50 spaces may be exchanged, providing parking for bicycles on site or at the exchanged parking space. A maximum of four automobile spaces may be exchanged.

3) Multifamily residential uses. One automobile parking space per 50 spaces may be exchanged, providing parking for bicycles on site or at the exchanged parking space. A maximum of two automobile spaces may be exchanged.

(b) Bicycle parking devices shall meet the following:

1) Be designed to allow each bicycle to be supported by its frame.

2) Be designed to allow the frame and wheels of each bicycle to be secured against theft, with owner lock.

3) Be designed to avoid damage to the bicycles.

4) Be anchored to resist removal and solidly constructed to resist damage by rust, corrosion, and vandalism.

5) Accommodate a range of bicycle shapes and sizes and to facilitate easy locking without interfering with adjacent bicycles.

6) Be located to prevent damage to bicycles by cars.

7) Be consistent with the surroundings in color and design and be incorporated whenever possible into building or street furniture design.

8) Be located in convenient, highly visible, active, well-lit areas, and spread in groupings around the site.

9) Be located so as not to interfere with pedestrian movements.

10) Be located as near the principal entrance of the building as practicable.

11) Provide safe access from the spaces to the right-of-way or bicycle lane.

12) All bicycle parking spaces required under this section shall be a minimum of two feet in width and six feet in length.

13) Parking lot bicycle parking locations must provide bollards or similar device must be installed to help prevent bicycle damage.

(c) Bicycle parking shall be reviewed and approved by the site review committee.



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Section 98-17 Parking in the Central Business District (CBD) Zoning District

(a) The Central Business District represents the historic core of the City built upon a gridded street system with a mix of land uses with a strong pedestrian orientation. The streets are designed to accommodate on-street parking, adding to the overall inventory of publicly accessible parking. In order to achieve the desired development objectives of the downtown, the City recognizes that parking for existing uses and new uses can be accommodated through on-site spaces or on an off-site (remote parking) location.

(b) *Location of Required Parking Spaces*

1) Parking spaces required by this Section in the Central Business District zoning district shall be located on the same building site as the use they serve, or on a properly zoned lot within a specified distance of the building site (remote parking). The acceptable distance for remote parking varies by user as follows:

Off-site (Remote) Parking	
Customer	Employee
1320'	2640'

(c) *Remote Parking Encumbrance.*

Whenever parking required by this Section is not located on the same building site as the use it serves, the applicant for such use shall submit with the application an instrument duly executed, approved by the City Attorney, and recorded in the Public Records of Lake County, Florida, which subjects the parcels or tracts of land to parking uses in connection with the principal use for which it is available. Such instrument shall be irrevocable to ensure that the proposed use retains the number of parking spaces required by this Section. Should the use of the remote parking site become unavailable for continued use for remote parking, the owner and/or tenant must replace the lost parking with an acceptable alternative such that the land use is continually served by parking in compliance with this Section.

(d) In an effort to foster revitalization and enhancement of the Central Business District, parking space credits shall be granted to existing structures and vacant land in the following manner:

(1) Existing structures located in the Central Business District shall be given a parking space credit equal to the parking space requirements for the current use of the structure. For structures with more than one use, calculation of the credit is based on the amount of square footage devoted to each particular use.

(2) For existing nonresidential structures, no additional parking spaces shall be required for a change in use to another nonresidential use, provided the square footage remains the same.

(3) Residential uses changing to nonresidential must provide parking equivalent to those nonresidential uses as required by this section.



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(4) All vacant parcels changing to either residential or nonresidential must provide parking equivalent to those residential or nonresidential uses as required by this section.

(5) Parking spaces and/or parking space credits shall remain the sole possession of the property for which they were initially provided. Parking space credits shall not be transferable from one business location to another business location.

(6) Single-family residential structures and vacant parcels shall be given credit for two spaces and multifamily structures shall be given credit for 1.5 spaces per unit.

(e) Vacant property being developed for new residential or nonresidential uses, shall be required to provide off-street parking spaces consistent with this Section. A parking plan shall be provided with all applications for individual development approval which shall clearly and accurately designate the required parking spaces, required landscaped areas and planter islands, access aisles and driveways and the relationship of the parking to the uses and structures the spaces are intended to serve. All off-street parking facilities shall be designed and constructed in accordance with the city's adopted engineering standards.

(Ord. No. 2013-04, § 2, 2-26-2013)

Chapter 118 Vegetation

Section 118-38 Vehicular use area interior landscaping.

(a) *Applicability of requirements.* The landscape materials required in this section are in addition to any landscape materials which may otherwise be required in this article, except as stated in this section. Parking lot landscaping may encroach into required buffers; however, landscaping required by this section may not be substituted in lieu of any required buffer or other landscaping except as stated in this section.

(b) *General standards.*

1) Landscaped green areas, not including buffers between abutting properties and buffers along rights-of-way, shall comprise an area equal to ten percent of the paved parking area within the project site including driveways and drive aisles. In areas zoned for industrial uses, this requirement shall be reduced by 50 percent. Developers shall be required to provide a diagram indicating the base area, the internal landscaping, and the necessary calculations to verify that this requirement has been satisfied.

2) Except as provide in Figures A-E below, a maximum of ten continuous parking spaces are permitted without a landscape break. Each separate landscaped area shall contain a minimum of 300 square feet and shall include at least one canopy tree having a clear trunk of at least five feet with the remaining area landscaped with shrubs, ground cover or other authorized landscaping material not to exceed three feet in height. The total number of trees shall not be less than one for each 200 square feet of required interior landscaped area or fraction thereof. Such landscaped areas shall be located in such a manner as to divide and break up the expanse of paving.



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(c) *Design of landscaped areas.*

1) *Terminal islands.* Each row of parking spaces shall be terminated by landscaped islands to separate parking from adjacent drive aisles. The landscaped islands shall measure not less than ten feet in width and not less than 20 feet in length with a total area of not less than 300 square feet.

2) *Interior islands.* Interior islands shall be provided to satisfy internal landscaping requirements. Interior islands shall be a minimum of ten feet in width and 20 feet in length, not including curb, with a total area of not less than 300 square feet.

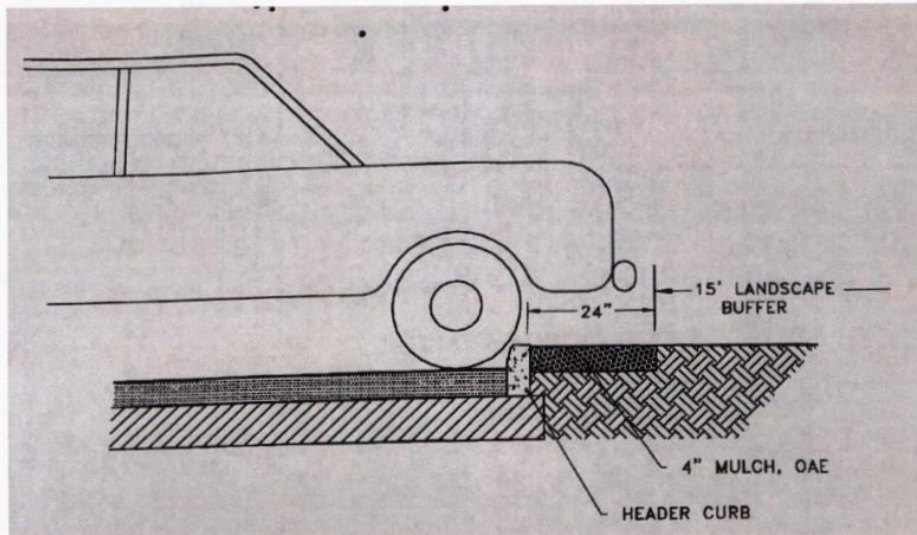
3) *Divider medians.* Landscaped divider medians may be used to meet interior landscape requirements. A divider median is a continual landscaped island located between lineal rows of parking which face head to head. The minimum width of a divider median shall be eight feet. One canopy tree shall be provided per 50 lineal feet of median.

4) *Islands at "T" intersections.* Landscaped interior islands shall be required at all "T" intersections which are considered major traffic points. Such islands shall be a minimum of 20 feet in width.

(d) *Protection of landscaped areas.*

1) *Curbing.* Terminal islands, interior islands and other landscaped areas adjacent to driveways or susceptible to vehicular turning movements shall be separated from vehicular use by non-mountable reinforced concrete curbing of a type approved by the City. Curbed landscaped areas shall be backfilled to a height of four inches below the back of the curb, except where such backfill would impact an existing tree. Unreinforced extruded curbing shall be prohibited. The width of the curbing shall be excluded from the calculation of the minimum dimensions of all required landscaped areas.

2) *Wheel stops.* All landscaped areas adjacent to off-street parking areas shall be protected from encroachment or intrusion of vehicles through the use of wheel stops. Wheel stops shall have a maximum height of six inches and a minimum of three inches above finished grade of the parking area and the front side (wheel side) of the wheel stop is installed two feet from the front end of the parking space to prevent encroachment into required landscaped areas. Wheel stops shall be properly anchored and maintained in good condition. Exception: Wheel stops may be eliminated only along the perimeter landscaped area of a site when the 2-foot overhang can be accommodated within the required perimeter landscaped buffer as shown below.



(e) Pedestrian Walkways

1) Pedestrian walkways shall be provided within all parking lots serving commercial, office and multi-family residential development, and be designed to provide direct connections between all building entrances, adjacent rights-of-way, transit stops, and outparcels.

2) A minimum of one pedestrian walkway shall be provided for every five head to head parking rows, except where an alternative arrangement is approved as part of a planned unit development.

3) At least one pedestrian walkway shall be designed to provide a direct connection from the main pedestrian entrance of any anchor tenant, principle building, or multi-family leasing office to the sidewalk along the perimeter of the development site.

4) Pedestrian walkways shall have a minimum width of 14 feet, including a minimum of 6 feet in width for the sidewalk, and a minimum of 8 feet in width for the central landscape strip. All unpaved areas within pedestrian walkways shall have 100 percent landscape coverage in accordance with this Section, and shall conform to the tree spacing requirements provided therein. Shade structures, including pergolas or gazebos, may be substituted for canopy trees.

5) Crosswalks connecting pedestrian walkways across parking lot drive aisles shall be designed and constructed to appear visually distinct from the adjacent driving surface through the use of colored or textured concrete.

(Code 1998, § 118-38; Ord. No. 281-C, § 1(ch. 13, § 5), 11-8-1994; Ord. No. 294-C, § 2, 9-28-1999; Ord. No. 311-C, § 1, 11-13-2001; Ord. No. 2012-02-C, § 2, 11-27-2012)

Alternative Interior Vehicular Use Area Landscaping Options

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Figure A

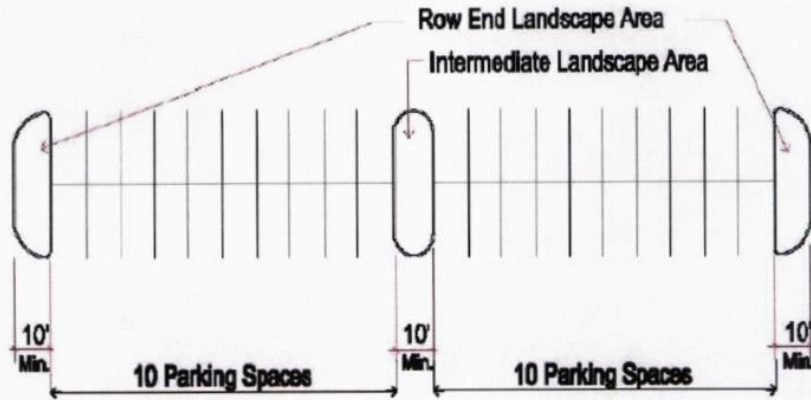


Figure B

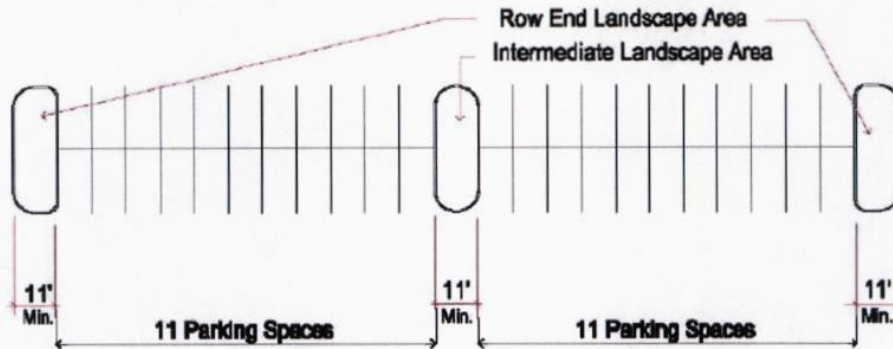
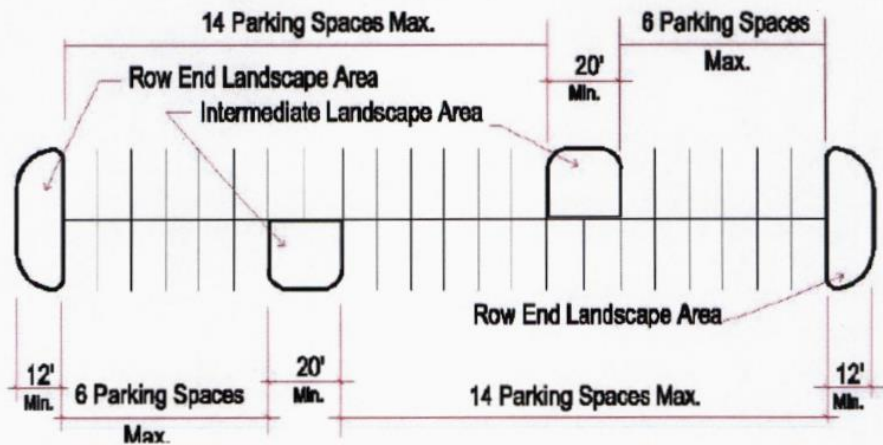


Figure C



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Figure D

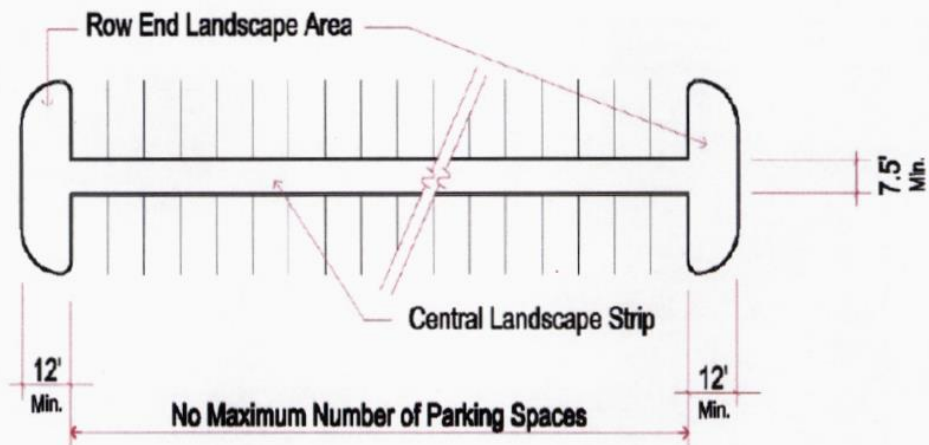
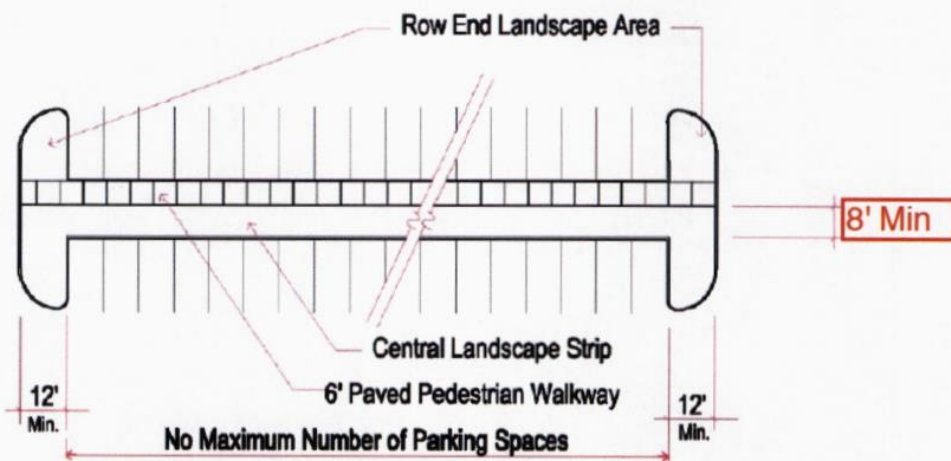


Figure E



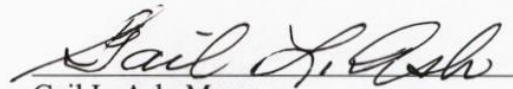


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PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County,
Florida on this 28th day of August, 2018.



CITY OF CLERMONT

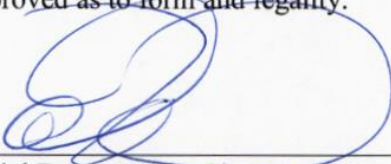

Gail L. Ash, Mayor

ATTEST:



Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:



Daniel F. Mantzaris, City Attorney

Attachment A



CITY OF CLERMONT
COMPREHENSIVE PLAN

CHAPTER I
FUTURE LAND USE ELEMENT

Adopted June 23, 2009
Amended February 28, 2017
Amended August 28, 2018
Amended August 25, 2020
Amended March 22, 2022
Amended September 23, 2022
Amended February 28, 2023

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CHAPTER I
FUTURE LAND USE

GOAL 1: Ensure that the character, magnitude and location of all land uses provide a system for orderly growth and development that achieves a balanced natural, physical and economic environment and enhances the quality of life of all residents.

Objective 1.1: Discourage Urban Sprawl. The City shall discourage and/or reduce urban sprawl through a future land use pattern that promotes orderly, compact development and the provision of public facilities and services that minimize costs and environmental impacts and maximize efficiency.

Policy 1.1.1: Urban services such as water and sewer shall not be extended outside the Lake County/Clermont Joint Planning Area (JPA) without a companion land use plan amendment modifying the boundary and amending the land uses. An exception may be considered where public health, safety and welfare require a community water system or the extension of water service to ensure safe potable water.

Policy 1.1.2: The City shall prioritize its capital improvements funding by assigning first priority to the renewal, reuse and/or rehabilitation of existing facilities or to the replacement of existing obsolete or worn out facilities.

Policy 1.1.3: The City shall encourage infill through the use of higher density and intensity land use designations and mixed-use designations in appropriate locations.

Objective 1.2: Future Land Use Map Series. The City shall ensure that future development and redevelopment activities are located in appropriate areas of the City by adopting a Future Land Use Map Series included as **Appendix A** of this element that contains the Future Land Use Map (FLUM), Future Transportation Map and Natural Resources Map, which together form the basis for consideration of future land use plan amendments. The Future Land Use Map Series, along with the City's land development regulations, shall reduce or eliminate existing land uses that are inconsistent with the community's character.

Policy 1.2.1: The City shall consider the compatibility of adjacent future land use categories during the land use plan amendment process. The City shall consider potential maximum densities and intensities and the appropriate transition of uses, densities and intensities.

Policy 1.2.2: The land development regulations shall include provisions to reduce or eliminate land uses that are inconsistent with the City's character and future land use, including those uses that are inconsistent with hazard mitigation recommendations in the Lake County emergency management plan.

Policy 1.2.3: The City shall discourage the continuation of nonconforming uses to the extent established in the land development regulations. Redevelopment of the property will be allowed only if it is consistent with the FLUM and the zoning district.

Policy 1.2.4: The adopted FLUM contains and identifies appropriate locations for the following land use categories which were established to prevent urban sprawl, provide for the protection of natural and historic resources and maximize economic development:

Future Land Use Categories	Maximum Density/Intensity (per gross acre)
Conservation	Not Developable
Parks	N/A
Public Facilities/Institutional	0.25 FAR
Residential	
Low-Density	3 units per acre
Medium-Density	8 to 12 units per acre
High-Density	12 units per acre
Office	1.0 FAR
Mixed-Use	
Residential/Office	12 units per acre/0.25 FAR
Master Planned Development	12 – 25 units per acre/0.25 FAR
Downtown Mixed-Use	12-40 units per acre/3.0 FAR
Commercial	12 -25 units per acre/0.25 FAR
Industrial	1.0 FAR

Objective 1.3: Conservation Land Use Category. The conservation category is established for the long-term protection and preservation of publicly or privately owned lands that contain valuable and threatened natural resources, such as wetlands, floodplains and unique ecological communities.

Policy 1.3.1: Only passive open space and passive recreational activities shall be allowed in the conservation category, limited to resource-enhancing facilities such as multi-purpose trails, bike paths and natural land restoration projects. Interactive areas/facilities may be allowed as long as they are provided and managed consistent with goals, objectives and policies of this element as well as the goals, objectives, policies, standards and criteria set forth in the Conservation Element.

Policy 1.3.2: Lands designated as conservation on the FLUM may be counted toward meeting the adopted level of service standards for recreation and open space for the City.

Policy 1.3.3: If it is impractical to designate the area containing conservation resources as conservation land use due to size, location or other factors, the City shall have the option of obtaining a conservation easement from the property owners to protect the area. Areas covered by a conservation easement shall be treated the same as areas designated as conservation land use on the FLUM.

Policy 1.3.4: No development is permitted within the conservation category, except where state and/or federal agencies having jurisdiction already allow development rights. The applicant shall bear the burden of proof in determining that development shall not adversely impact conservation resources. Site alteration, where allowed, shall be limited to 10 percent of the entire site.

Objective 1.4: Parks Land Use Category. The parks category is established to provide sufficient space for public and private parks that are open to the public for active and passive recreation use.

Policy 1.4.1: The parks land use category is intended to accommodate existing public parks and recreation areas as well as committed public and semi-public open spaces. The maximum intensity of buildings on site shall be 0.25 Floor-Area-Ratio (FAR).

Policy 1.4.2: Not all parks and recreational facilities are required to be shown as parks on the FLUM. Park and recreation uses shall be allowed in other categories as support uses.

Objective 1.5: Public Facilities/Institutional Land Use Category. The public facilities/institutional category is established for publicly-owned institutional parcels and privately-owned, non-profit institutional parcels meeting threshold sizes established herein.

Policy 1.5.1: The public/institutional land use designation is intended to accommodate public and semi-public services including government administration buildings; public schools and not-for-profit educational institutions; hospital facilities and supportive health care units; arts, cultural or civic facilities; essential public services and facilities; cemeteries; fire and emergency operation facilities; utilities; public and semi-public open spaces and other similar activities. The maximum intensity of institutional activity shall be 0.25 FAR.

Policy 1.5.2: Churches and religious institutions on parcels greater than two acres shall be designated as public facilities/institutional future land use category on the FLUM, except those within the master planned development and the downtown mixed-use land use categories.

Policy 1.5.3: Public and private schools on parcels greater than five acres shall be designated as public facilities/institutional future land use category on the FLUM, except those within the master planned development and the downtown mixed-use land use categories.

Policy 1.5.4: The City shall monitor the need for increased land area for public/institutional uses and shall ensure that this land use designation on the FLUM is expanded to accommodate the development of public and semi-public facilities such as government administration buildings; fire, police and rescue services; educational institutions and similar public uses.

Objective 1.6: Residential Land Use Categories. The residential categories are established to provide for the preservation of existing, predominantly residential neighborhoods. These categories allow a range of housing types of low, medium and high residential densities at a maximum density of up to 12 units per acre; however, densities higher than eight units per acre shall require a conditional use permit or a Planned Unit Development (PUD) zoning. Other uses allowed include supportive accessory uses, churches and schools as conditional uses, minor public utilities (i.e., telephone switching stations, lift stations, drainage infrastructure and similar facilities), parks and open space, municipal facilities and other civic and cultural uses subject to standards and performance criteria set forth in this plan and in the land development regulations. Based on current land use trends, the City estimates that the mix of uses in the residential categories will be about 85 percent residential and 15 percent public facilities/institutional and recreation uses.

Policy 1.6.1: Low-Density Residential. Areas delineated on the FLUM for low-density residential development shall accommodate a maximum density of up to three dwelling units per acre and shall be comprised primarily of single-family detached homes on individual lots.

Policy 1.6.2: Medium-Density Residential. Areas delineated on the FLUM for medium-density residential development shall accommodate a maximum density of up to eight units per acre. To encourage higher density adjacent to Downtown and provide enhanced walkability between housing and the Central Business District, land designated as Medium-Density Residential Future Land Use adjacent to the Downtown Mixed Use Future Land Use may have a density of up to 12 units per acre. However, densities higher than eight units per acres shall require a Conditional Use Permit. The Medium-Density Residential Future Land Use area eligible for density up to 12 units per acre is north of SR 50, South of Lake Minneola, West of 5th Street and East of 12th Street. Permitted housing types include single-family detached homes, including zero-lot-line and cluster developments, duplexes, townhomes, condominiums, accessory dwelling units, and apartments.

Policy 1.6.3: High-Density Residential. Areas delineated on the FLUM for high-density residential development shall accommodate a maximum density of 12 units per acre; however, densities higher than eight units per acre shall require a conditional use permit or a Planned Unit Development (PUD) zoning. Permitted housing types include single-family detached homes, including zero-lot-line and cluster developments, duplexes, townhomes, condominiums and apartments. Nursing homes, assisted living facilities and independent living facilities shall be permitted in the high-density residential land use as a planned unit development (PUD) consistent with land development regulations and may have a maximum intensity of 3.0 FAR.

Policy 1.6.4: Performance standards for residential uses shall include, but are not limited to, the following:

- The land development regulations shall include performance standards for high-density and multi-family residential uses that control the location of proposed buildings in relation to the overall dimension of the site, provide sufficient on-site/structured parking where applicable, and provide open space and recreation amenities.
- The land development regulations shall contain requirements for significant open space, landscaping and buffers to effectively screen multi-family developments from low-density residential zoning districts.
- Multi-family residential developments of more than 50 units shall provide recreational facilities to meet the needs of the population of the development.
- Grid street networks are highly encouraged to serve residential developments and provide connectivity throughout the City. Cul-de-sacs and gated developments are discouraged.
- Themes are encouraged for residential developments to include cohesive streetscape design, signage, landscape architecture and streetscape furniture to create an identity for the neighborhoods in the City.

Objective 1.7: Mixed-Use Land Use Categories. The mixed-use categories are established to accommodate a mixture of residential, office and commercial uses as single uses on separate parcels or as a mix of uses within a single development. The maximum density for residential uses shall be 12 units per acre, except in the Downtown Mixed Use Category, which may allow a bonus density of up to 40 units per acre through a Community Benefit Agreement as provided for in the Land Development Code, Section 122, Division 12 CBD/Central Business District. The maximum density

for residential uses shall be 12 units per acre in the Master Planned Development Use Category except in the SR 50 and US 27 Overlay District, which may allow a bonus density of up to 25 units per acre through an affordable housing component, as provided for in the Land Development Code, Section 122, Division 12 CBD/Central Business District. Densities higher than eight units per acre in the Residential/Office Category shall require a conditional use permit. Other uses allowed include supportive accessory uses, churches and schools as conditional uses, minor public utilities (i.e., telephone switching stations, lift stations, drainage infrastructure, and similar facilities), parks and open space, municipal facilities and other civic and cultural uses subject to standards and performance criteria set forth in this plan and in the land development regulations.

Policy 1.7.1: Residential/Office. The residential/office category is intended to provide for a mixture of predominantly residential uses, while allowing for professional offices that are consistent with the general character of the adjacent residential uses. Based on current land use trends, the City estimates that the mix of uses in the residential/office category will be 65 percent residential and 35 percent non-residential. The maximum intensity for office development shall be 0.25 FAR. The FAR shall not be applied to the residential portion of a mixed-use development.

Policy 1.7.2: Planned Development. The master planned development category is intended to provide for two existing approved developments of regional impact (DRI), King's Ridge DRI and Lost Lake Reserve DRI, the Black West proposed mixed-use development subject to a utility and annexation agreement approved by the City and new master planned, mixed-use projects that shall be applied only upon City Council approval of a development agreement that specifies the allowable types and distribution of land uses and the maximum number/density of residential units, and which demonstrates that public facilities and services meet the requirements of the City's Concurrency Management System. The maximum intensity for office and commercial uses shall be 0.25 FAR; 1.0 FAR for industrial uses; and 0.25 FAR for institutional uses. The FAR shall not be applied to the residential portion of a mixed-use development.

Policy 1.7.3: Downtown Mixed-Use. The downtown mixed-use category is intended to provide for a mixture of residential and business uses, as well as cultural and tourist facilities, recognized as characteristic of the City's established downtown central business district. Based on current land use trends, the City estimates that the mix of uses will be 70 percent office and commercial uses and 30 percent residential, public facilities/institutional and recreation uses. The maximum intensity for office, commercial and institutional uses shall be 3.0 FAR. The FAR shall not be applied to the residential portion of a mixed-use development.

Policy 1.7.4: Nursing homes, assisted living facilities and independent living facilities shall be permitted in all mixed-use land use categories as a PUD consistent with land development regulations and may have a maximum intensity of 3.0 FAR.

Policy 1.7.5: Performance standards for mixed-use developments shall include, but are not limited to, the following:

- Mixed-use developments are encouraged to incorporate town or village centers that are sized to serve the needs of residents in the development within a quarter-mile of the center.
- Unified architectural and streetscape themes are encouraged for all mixed-use developments.

- A mixed-use development may include a mixture of land uses on the same site and/or in the same building.
- For a mixed-use building, only retail sales and services and restaurants are permitted on the ground floor.

Objective 1.8: Office Land Use Category. The office category is established to provide for office uses in areas that transition to residential neighborhoods. Uses allowed in addition to offices are supportive accessory uses, churches and schools as conditional uses, minor public utilities (i.e., telephone switching stations, lift stations, drainage infrastructure, and similar facilities), parks and open space, municipal facilities and other civic and cultural uses subject to standards and performance criteria set forth in this plan and in the land development regulations.

Policy 1.8.1: Residential uses are not allowed in the office category.

Policy 1.8.2: Nursing homes, assisted living facilities and independent living facilities shall be permitted in all mixed-use land use categories as a PUD consistent with land development regulations and may have a maximum intensity of 3.0 FAR.

Objective 1.9: Commercial Land Use Category. The commercial category is established to assure availability of sufficient office and commercial sites to serve the needs of the existing and projected population. In addition to office and commercial uses, residential uses are allowed, preferably as mixed-use, high-density developments, as well as supportive accessory uses, churches and schools as conditional uses, minor public utilities (i.e., telephone switching stations, lift stations, drainage infrastructure, and similar facilities), parks and open space, municipal facilities and other civic and cultural uses subject to standards and performance criteria set forth in this plan and in the land development regulations.

Policy 1.9.1: The commercial land use category shall accommodate activities such as general retail sales and services, professional and business offices, personal services and limited residential use. Based on current land use trends, the City estimates that the mix of uses will be 90 percent office and commercial uses and 10 percent residential, public facilities/institutional and recreation uses.

Policy 1.9.2: The maximum intensity of commercial development shall be limited to 0.25 FAR. The maximum density for residential uses shall be 12 units per acre, except in the SR 50 and US 27 Overlay District, which may allow a bonus density of up to 25 units per acre through an affordable housing component as provided for in the Land Development Code, Section 122, Division 12 CBD/Central Business District. Densities higher than eight units per acre shall require a conditional use permit or a Planned Unit Development (PUD) zoning.

Policy 1.9.3: Hotels and hospitals shall be allowed as a conditional use within the commercial land use category and shall be limited to a maximum intensity of 3.0 FAR.

Policy 1.9.4: Nursing homes, assisted living facilities and independent living facilities shall be permitted in the commercial land use category as a PUD consistent with land development regulations and may have a maximum intensity of 3.0 FAR.

Objective 1.10: Industrial Land Use Category. The industrial category is established to provide sufficient land for existing and anticipated future industrial needs and requisite support services.

Policy 1.10.1: Residential uses are not allowed in the industrial category.

Policy 1.10.2: Uses allowed in the industrial category include manufacturing, assembling and distribution activities; warehousing and storage activities; general commercial activities; and other similar land uses which shall be regulated through appropriate land development regulations. Heavy metal fabrication, batch plants, salvage yards, chemical or petroleum manufacturing or refining, rubber or plastics manufacturing or other uses generating potentially harmful environmental or nuisance impacts shall be prohibited.

Policy 1.10.3: The maximum intensity of industrial development shall be limited to 1.0 FAR.

Objective 1.11: Smart Growth Principles. New development in the City shall comply with “Smart Growth” principles that minimize the emission of greenhouse gases and reduce vehicle miles of travel as opposed to conventional development standards that encourage urban sprawl. The following policies shall be incorporated into the City’s land development regulations prior to the next required Evaluation and Appraisal Report.

Policy 1.11.1: Development in the Downtown Mixed-Use land use category, and where appropriate in the Residential/Office and Master Planned Development categories, shall provide pedestrian-friendly street design (buildings close to street; porches, windows and doors; tree-lined streets; hidden parking lots; garages in rear; narrow, slow-speed streets).

Policy 1.11.2: New development, as well as infill development where feasible, shall provide interconnected street grid networks to disperse traffic and encourage walkability. Developments may include a hierarchy of narrow streets, boulevards and alleys; high-quality pedestrian networks; designs that encourage a greater use of scooters, rollerblades, scooters and walking as daily transportation; connectivity to public transit; and a land use mix that demonstrates reduced external trips by encouraging internal trips.

Policy 1.11.3: New development in the Downtown Mixed-Use, and where appropriate in the Residential/Office and Master Planned Development categories, shall provide a mix of shops, offices, apartments and homes on site and provide mixed-use within neighborhoods, within blocks and within buildings.

Policy 1.11.4: Developments that require site plan review and approval shall be evaluated on the use of site and building design that emphasizes beauty, aesthetics, human comfort, creating a sense of place, special placement of civic uses and sites and human-scale architecture and amenities, especially at street level.

Objective 1.12: Public Facilities and Services. Development, redevelopment, land use plan amendments and changes to the zoning of a site shall be coordinated with the availability of adequate services and facilities, including assurance that land is available for the needed utility facilities and services.

Policy 1.12.1: The Lake-Sumter Metropolitan Planning Organization’s transportation concurrency management system (TCMS) and Traffic Impact Study Methodology Guidelines,

Volume I: Lake County Checkbook TCMS dated May 28, 2008, and as amended, shall serve as the City's transportation concurrency management system.

Policy 1.12.2: All development orders or permits, including any redevelopment activities, shall be issued only if there are public facilities and services available with sufficient capacities to maintain the level of service standards concurrent with the impacts of the proposed development. Prior to the issuance of a building permit, the City shall verify with its utility department that adequate water supplies will be available to serve new development no later than the anticipated date of issuance of the certificate of occupancy.

Policy 1.12.3: The City shall encourage requests for voluntary annexation into the City when those lands are logical extensions of the existing City limits, when services can be properly provided and when proposed uses are compatible with the City's comprehensive plan.

Policy 1.12.4: The City shall encourage the development of undeveloped pockets and enclaves within developed areas to utilize existing facilities efficiently.

Policy 1.12.5: The City shall ensure the availability of suitable land for public services and facilities necessary to support proposed development and shall approve sites for such facilities and services concurrent with the approvals for the development requiring the services and facilities.

Policy 1.12.6: The City shall require new development to provide necessary services and facilities or to pay a fair share of the cost of those services and facilities through impact fees, special assessments, exactions, conveyance of land or easements or pro-rata agreements.

Policy 1.12.7: The City shall continue to require dedication of adequate rights-of-way for use as roadways, stormwater management and by utility companies for new construction, service extensions or facility improvements.

Policy 1.12.8: Private or public electric utilities needed to support the future land use categories may be permitted as conditional uses in all land use designations except for residential, conservation or parks categories.

Policy 1.12.9: Small-scale, site-specific, or off-grid electrical generation systems serving single users or small clusters of users and which use alternative energy sources shall be allowed in all land use categories without exception. Such alternative systems shall be allowed to connect to an available electrical energy distribution system to sell excess power to an electric utility provider. All substations adjacent to residential neighborhoods or visible from a public roadway shall be required to provide landscaping and buffering to minimize visual and noise impacts.

Objective 1.13: Natural Resources. Natural resources shall be protected through identification, classification, coordination with resource planning and management plans prepared pursuant to Chapter 380, F.S., and limitations on use consistent with the degree of protection required.

Policy 1.13.1: The protection of natural resources shall be accomplished by one or more of the following techniques, based on the degree of protection required:

- Limitations on development density and intensity;

- Limitations on building placement, such as required clustering of allowable development on non-sensitive portions of a site;
- Limitations on building coverage or impervious surface coverage;
- Requirements for setbacks and landscaped buffers sufficient to mitigate or eliminate impacts; and
- Evaluation of proposed plan amendments to ensure that they do not contribute to urban sprawl and fail to protect natural resources.

Policy 1.13.2: The City's determination of the degree of natural resource protection required shall be part of the development application and review process and may result in conditions on development approvals.

Policy 1.13.3: The land development regulations shall provide for the protection of potable water wellfields by designating appropriate activities and land uses allowed within wellhead protection areas and environmentally sensitive land to protect these areas from adverse impacts of development.

Policy 1.13.4: The City shall include standards and procedures in its land development regulations that consider topography and soil types in the review of proposed development projects.

Policy 1.13.5: The development approval process shall ensure that new development and redevelopment is consistent with natural drainage patterns. The approval process shall require appropriate stormwater management systems consistent with the adopted drainage level of service, natural drainage patterns and soil conditions.

Policy 1.13.6: Flood plains and floodways in the City shall be identified and development shall be limited, consistent with FEMA requirements.

Policy 1.13.7: The City of Clermont is not located within the Green Swamp Area of Critical State Concern; however, a portion of this resource is located within the Lake County/Clermont JPA. The City shall utilize both formal and informal modes of coordination with the Florida Department of Economic Opportunity, St. Johns River Water Management District, Florida Department of Environmental Protection, Lake County and other appropriate state and local agencies that have jurisdictional authority or responsibility for regulation and management of the Green Swamp Area of Critical State Concern.

Policy 1.13.8: The City shall ensure the preservation of natural communities and listed animal species habitat through land acquisition of natural areas and open space.

Objective 1.14: Historic Resources. Important historic and archaeological resources of the City of Clermont shall be protected through identification, classification and regulation of development consistent with the degree of protection required for the resource.

Policy 1.14.1: The City, through its adopted historic preservation ordinance, will protect significant historic, cultural and archaeological resources.

Policy 1.14.2: The City shall identify and inventory sites of historical significance.

Policy 1.14.3: The City's land development regulations shall provide for the protection of significant historic resources from the impacts of development and redevelopment.

Policy 1.14.4: Historic resources and their environments shall be considered for inclusion in public acquisition programs for appropriate passive recreation and for open space and conservation.

Policy 1.14.5: If City construction activities reveal a suspected historical or pre-historic archaeological site, the City shall determine the extent and nature of the site and report such findings to the state by a master site file application. The City shall mitigate any impacts to the site if the site is determined to be relatively intensive in cultural remains, or significant to the archaeological or historical record. Such determination of site extent, nature and significance shall be made by a professional archaeologist as recognized by the Florida Department of State, Division of Historical Resources, and Bureau of Historic Preservation.

Policy 1.14.6: The City shall negotiate with landowners prior to the development review process, to avoid disturbance of known historical and pre-historic sites.

Policy 1.14.7: The City shall support private, nonprofit groups that endeavor to preserve historic resources and request the assistance of the Florida Department of State, Division of Historical Resources, Bureau of Historic Preservation, in identifying sources of funding and programs as a means to identify, designate, protect and preserve pre-historic sites and historic resources in Clermont.

Objective 1.15: Redevelopment and Renewal of Blighted Areas. The City shall encourage redevelopment of areas that are exhibiting evidence of decline (i.e., disproportionate number of vacant, dilapidated and/or substandard structures) through redevelopment programs and through maintaining land development regulations that contain standards and procedures to encourage redevelopment where desirable.

Policy 1.15.1: The City shall continue to implement the recommendations for the Clermont community redevelopment area.

Policy 1.15.2: The City shall implement Housing Element directives for renewal and revitalization of substandard housing target areas within time-frames identified in the element.

Policy 1.15.3: The City shall utilize available government programs such as, but not limited to, the community development block grant program, for renewal and revitalization of substandard housing sites as identified in the Housing Element.

Objective 1.16: Plan Implementation. The City shall maintain land use and development regulations to address issues identified in this and other plan element goals, objectives and policies.

Policy 1.16.1: Proposed residential developments shall be required to meet state subdivision requirements and the City's land development regulations with regard to platting and providing improvements such as roads, drainage and other facilities and services. All divisions of land, whether requiring a subdivision plat or not, shall be required to meet concurrency management and access requirements as stated in this comprehensive plan.

Policy 1.16.2: Zoning districts in the City's land development regulations shall implement the future land use categories adopted in the comprehensive plan, including the types of uses and the densities and intensities of uses.

Policy 1.16.3: It is the intent of the City of Clermont to ensure that adequate open space is provided through the following:

- active or passive recreation sites;
- landscaped buffers;
- protected natural resource lands;
- protected environmentally sensitive lands;
- areas devoted to drainage and stormwater retention;
- landscaping requirements; and
- minimum open space requirements for master-planned developments.

Policy 1.16.4: The City shall maintain and enhance the safety and efficiency of the arterial and collector road system and minimize transportation conflicts associated with development by coordinating the FDOT driveway permitting process, limiting development access to the transportation system and increasing interconnection between adjacent developments.

Policy 1.16.5: All development shall provide for safe, convenient, and appropriately designed traffic circulation on the site, including provisions for needed parking.

Policy 1.16.6: The City shall maintain in the land development regulations procedures and standards for planned developments to encourage mixed-use projects, to encourage traditional neighborhood development, and to encourage and allow innovative site design and development approaches.

Policy 1.16.7: The land development regulations shall determine where buffers shall be required between adjacent land uses. Buffers may be either prescriptive standards or variable and shall be defined in the land development regulations. Buffers may serve one or more of the following purposes: provide functional separations between dissimilar uses; provide landscaping adjacent to parking lots and other vehicle use areas; and provide protection from uses that may have some degree of incompatibility that can be mitigated wholly or partially to protect against light, glare, noise or appearance.

Policy 1.16.8: Public schools are an allowable use in all land use categories except conservation, parks and industrial. Public technical/training schools may be located in the industrial category. The location of schools shall be proximate to existing and planned urban residential areas to the extent possible and shall be located based on siting criteria that includes but is not limited to school size, land area, land use compatibility, environmental impacts, availability of public utilities, transportation impacts and public safety. The following criteria shall apply:

- Public elementary schools shall be sited primarily in residential areas that include housing types and densities to meet the school's enrollment capacity with students who are predominately within walking distance of the school.

- Public middle and high schools may be sited in areas with a mix of land uses, including commercial.
- Access to public school sites should be from a collector road for middle and high schools or a collector or local road for elementary schools. Ingress and egress should not create detrimental impacts on roads adjacent to the site. Approaches to the site should be safe for pedestrians, bicycles, cars and buses.
- Public utilities shall be available to the site.

Policy 1.16.9: The City shall encourage the co-location of public facilities, such as parks, libraries and community centers, with schools to the maximum extent feasible.

Policy 1.16.10: Development regulations shall require street, pedestrian and transit layouts that discourage non-residential through-traffic in residential neighborhoods, but that encourage energy and time-efficient access points and interconnections between residential areas.

GOAL 2: To create a long-term master plan for the Wellness Way area which promotes significant economic development while encouraging fiscally efficient and well- balanced development patterns that minimize environmental impacts and leverage existing resources.

Objective 2.1: Significant Initiatives of Wellness Way.

The City shall pursue the following initiatives:

- Job creation and economic development
- Regional transportation connectivity
- Creation of the wellness corridor/recreation/open space network
- Promotion of recreation and healthy living
- Water smart approaches
- Preservation of scenic resources including topography
- Health and wellness community development

Policy 2.1.1: To achieve these initiatives, these Goals, Objectives and Policies (GOPs) specifically address the unique conditions of Wellness Way. It is paramount for these GOPs to be flexible for the long-term horizon of development in Wellness Way. Further, to provide predictability, there are six (6) future land use categories (FLUC) as described below:

- Multi Use
- US 27
- Neighborhood
- Wellness Way North
- Conservation Subdivision
- Water Conserv II

These six future land use categories are depicted on the Future Land Use Map. The Map will also identify the five proposed arterial roadways that make up the primary roadway network. Final primary roadway alignments may be determined in the Planned Unit Development (PUD)

process or through an independent alignment study.

Policy 2.1.2: Wellness Way is based upon providing sufficient land area to achieve a target of 1.25 to 1 jobs-to-housing ratio. The plan will also require significant open space set asides within each PUD to ensure internal open space connectivity as well as connectivity to Lake Louisa State Park and Orange County.

Objective 2.2: Economic Development Branding Strategy.

The City, in collaboration with Lake County, shall develop a comprehensive economic development and branding strategy that achieves a target jobs-to-housing ratio within wellness way by focusing on growth and retention of target industries and the complimentary land uses and infrastructure needed to support them.

Policy 2.2.1: Jobs-To-Housing Ratio, Minimum Non-Residential Square Feet & Land Area Set-Asides

The City shall seek to achieve a target jobs-to-housing ratio of 1.25 jobs per one (1) dwelling unit (1.25:1) within Wellness Way. The target jobs-to-housing ratio will be achieved by ensuring a minimum volume of employment generating non-residential uses can be accommodated within the planning area. The City shall analyze each PUD submittal to ensure the PUD reserves an adequate amount of land for employment uses to achieve the desired volume of non-residential square footage that will produce the targeted ratio for the overall wellness way planning area.

To ensure that an adequate volume of land is set aside to accommodate the required non-residential square footage, a FLUC specific minimum FAR (as shown in Policy 2.3.2.) is applied to the non-residential square footage requirement. All PUDs are required to set aside enough acreage, as calculated above, to accommodate the required non-residential square footage at the minimum average FAR. Land use types that can be counted towards the non-residential square footage requirements include traditional, job-generating commercial, office and industrial uses (where appropriate), as well as other job-generating land uses, such as secondary education facilities, hotels, technical schools and hospitals/medical.

Policy 2.2.2: Target Industries

Non-residential employment development within Wellness Way shall target, but are not limited to, a broad base of industry sectors. This will allow for a diverse and dynamic range of economic development and job growth opportunities. Target industries may include:

- A. Ag-Tech
- B. Eco-tourism and Agri-tourism
- C. Education and Health Services
- D. Human Performance, Sports Medicine and Sports Training
- E. Leisure and Hospitality
- F. Manufacturing
- G. Medical and bio-medical
- H. Professional and Business Services
- I. Research Facilities
- J. Retail Trade

K. Transportation, Trade and Utilities

Policy 2.2.3: Technology Infrastructure

Key to the success of Wellness Way will be the application of an advanced technology infrastructure network. PUDs within Wellness Way shall include an analysis of technology infrastructure to determine if the most current and innovative technologies are being utilized. PUDs shall identify technology infrastructure corridors and shall develop a strategy for ensuring the long-term viability of the technology infrastructure network.

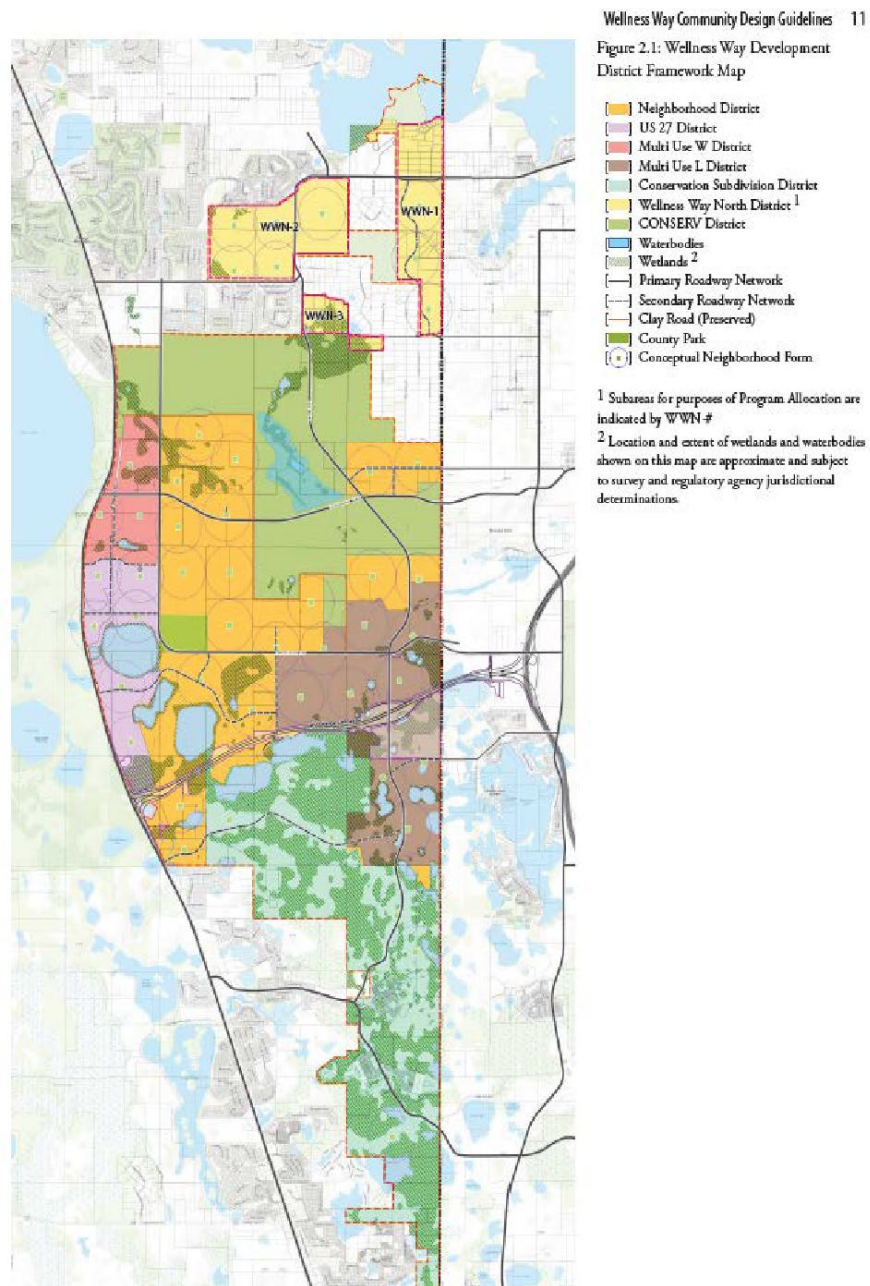
Policy 2.2.4: Energy Conservation

A primary component of Wellness Way will be the use of alternative energy sources to promote economic development. The use of sustainable energy generation will attract businesses and foster the proliferation of green technology. Alternative energy resources should be encouraged as a power source for residential and non-residential development alike. PUDs should demonstrate how alternative energy sources will be incorporated into the development when economically feasible.

Objective 2.3: Land Use, Hierarchy of Place and Wellness Corridors

The intent of Wellness Way is to create a fiscally efficient development pattern through a diversity of land uses and locally appropriate urban form. The form shall promote land use densities, intensities and mixed uses that integrate and support alternative transportation modes, decrease trip lengths, and promote internal capture. The Framework Map shall guide the relationships of land use, transportation, Wellness Space and is intended to provide a hierarchy of place within each PUD.

Figure 1 – Framework Map



Policy 2.3.1: Future Land Use Categories

The following six future land use categories, as depicted on the Future Land Use Map, are intended to provide for a broad range of compatible and complimentary uses including employment, housing, recreation, agriculture and conservation uses. The general purpose of each category is described below. Specific allowable uses shall be provided for in the implementing development regulations, design guidelines and standards.

A. The **Multi-Use FLUC** is intended to be the primary concentration of employment and non- residential uses in Wellness Way. There are two distinct Multi-Use Districts. The Multi-Use W District is centered on the intersection of Wellness Way and US 27. The Multi-Use L District, supporting increased options for logistics and distribution, occurs at the planned County Road 455 and the Lake- Orange Connector expressway.

B. The **US 27 FLUC** is intended to support moderate density residential, commercial, and employment uses that serve the daily needs of the residents and employees from nearby neighborhoods and workplaces. The district is not intended to create a conventional ‘strip commercial’ frontage along US 27.

C. The **Neighborhood FLUC** is intended to support lower density neighborhood development outside the boundaries of Wellness Way’s community and employment centers in the US 27 and Multi- Use Districts. This is the largest district and requires flexibility in design to accommodate neighborhood and housing types for many market segments.

D. The **Conservation Subdivision FLUC** is intended to promote a balance between carefully designed residential development while supporting the ecological value of the ‘mosaic’ of wetlands and uplands that characterize the area. Recognition of wildlife corridors is central to the purpose of the district.

E. The **Wellness Way North FLUC** is intended to implement the existing Wellness Way Area Plan allocation of low density residential with the required minimum of non-residential/employment square footage.

F. The **Water Conserv II FLUC** is intended to recognize the public ownership nature of the land holding and as such, no private urban land uses are permitted. Public facilities, including schools, utilities and other support facilities for public uses are permitted. Public access as an open space amenity is highly encouraged.

Policy 2.3.2: Future Land Use Categories Capacity Allocation

Development potential within Wellness Way shall be determined utilizing the “Maximum Capacity Allocation Table.” The capacity calculations provided in the “Maximum Capacity Allocation Table” determine the maximum number of residential units that can be constructed within a PUD, and the minimum amount of non-residential acreage that must be set aside within the PUD. Regardless of the actual buildable densities and intensities (see Policy 2.3.3 for density and intensity calculations), the MAXIMUM number of residential units within a PUD cannot exceed the capacity calculations provided in the “Maximum Capacity Allocation Table.” Similarly, the set asides for non-residential uses cannot fall below the MINIMUM

capacity determined utilizing the “Maximum Capacity Allocation Table.” “Capacity” is calculated utilizing “net acres” (gross acres minus wetland acres minus water body acres).

All net acreage within Wellness Way shall be allocated to one of three categories according to the table below:

1. Open Space: Lands comprising the Wellness Space and Green Space areas
2. Center: Area for required non-residential uses and associated residential uses
3. Residential: Area of residential uses

Future Land Use Category	Open Space Minimum	Residential Maximum	Center Minimum
Neighborhood	30%	65%	5%
US 27	30%	55%	15%
Multi-Use	30%	50%	20%
Conservation Subdivision	50%	50%	N/A
Wellness Way North 1	30%	60%	10%
Wellness Way North 2	30%	60%	10%
Wellness Way North 3	30%	60%	10%

Each upland acre regardless of tier designation shall receive an allocation of residential capacity and be required to set aside non-residential acreage according to the figures provided below, with the exception of existing PUDs, which maintain their current entitlements until such time as a PUD is approved.

Maximum Capacity Allocation Table

Future Land Use Category	Maximum Capacity / Net Residential Acre	Minimum FAR / Net Non-Residential Acre
Neighborhood	3.60 (d.u) ¹	0.30
US 27	5.75 (d.u)	0.25
Multi-Use	8.00 (d.u)	0.20
Conservation Subdivision	2.70 (d.u)	0.00
Wellness Way North 1	3.08 (d.u)	0.33
Wellness Way North 2	2.67 (d.u)	0.25
Wellness Way North 3	2.25 (d.u)	0.17

¹ This does not include potential right-of-way density bonuses (Policy 2.8.1).

* The maximum capacity for the neighborhood district may be enhanced up to 20%, using one or more of the following:

1. An extraordinary upfront capital contribution to off-site public infrastructure within Wellness Way including, but not limited to:
 - A. Public parks

- B. Public open space
 - C. Public trail system
 - D. Water Conserv II trail system
 - E. Bike/pedestrian bridge over us 27
 - F. Any other contribution to public infrastructure and/or public facilities
2. Transfer of density from Conservation Subdivision District or Wellness Way North District via a final PUD.

Any proposed enhancement to the maximum capacity of the neighborhood district is not a right granted by this policy but must be proffered at the time of consideration of the pud. The proposed maximum capacity enhancement shall be evaluated based on achieving the goal and objectives of the wellness way area plan.

Policy 2.3.3: Example Residential Capacity and Non-Residential Acreage Set-Aside Calculation:

A proposed PUD contains 500 net acres (gross acres minus wetland acres minus water body acres) within the Neighborhood District and 250 net acres within the Multi-Use District. The Neighborhood District FLUC allows a Residential land allocation of up to 65% and requires a Center land allocation of at least 5%. The Multi-Use District FLUC allows a Residential land allocation of up to 50% and requires a Center land allocation of at least 20%. The Neighborhood District FLUC allows a density of 3.60 dwelling units per net Residential acre and requires a minimum average FAR of 0.30 per net Center acre. The Multi-Use District FLUC allows a density of 8.00 dwelling units per net Residential acre and requires a minimum average FAR of 0.30 per net Center acre.

Step 1: Land Allocation Calculation

- Neighborhood District
 - Residential Maximum: $500 \text{ net acres} * 65\% \text{ Residential} = 325 \text{ acres}$
 - Center Minimum: $500 \text{ net acres} * 5\% \text{ Center} = 25 \text{ acres}$
 - Open Space Minimum: $500 \text{ net acres} * 30\% \text{ Open Space} = 150 \text{ acres}$
- Multi-Use District
 - Residential Maximum: $250 \text{ net acres} * 50\% \text{ Residential} = 125 \text{ acres}$
 - Center Minimum: $250 \text{ net acres} * 20\% \text{ Center} = 50 \text{ acres}$
 - Open Space Minimum: $250 \text{ net acres} * 30\% \text{ Open Space} = 75 \text{ acres}$
- Total Land Allocation
 - Residential Maximum: 450 acres
 - Center Minimum: 75 acres
 - Open Space Minimum: 225 acres

Step 2: Maximum Density Calculation

- Neighborhood District: $500 \text{ net acres} * 65\% \text{ Residential} * 3.6 \text{ du/ac} = 1,170 \text{ dwelling units}$
- Multi-Use District: $250 \text{ net acres} * 50\% \text{ Residential} * 8.0 \text{ du/ac} = 1,000 \text{ dwelling units}$
- Total Dwelling Units: 2,170

Step 3: Minimum Non-Residential Calculation

- Neighborhood District: 500 net acres * 5% Center * 0.30 FAR = 326,700 sf
- Multi-Use District: 250 net acres * 20% Center * 0.30 FAR = 653,400 sf
- Total Minimum Non-Residential Program = 980,100 sf

Policy 2.3.4: Future Land Use Categories Density and Intensity Calculations

Within Wellness Way, density and intensity calculations provide guidelines for the construction of residential units and non-residential square footage. Density and intensity calculations do not determine the total number of residential units and non-residential square footage allowed; those calculations are referred to as “capacity” and are provided in Policy 2.3.2. Densities and intensities are calculated utilizing “net buildable acres” (Gross acres minus wetland acres minus water body acres minus designated open space, see Policy 2.3.9 for open space guidelines) within the building footprint for that land use type (residential vs. non-residential). The total number of residential units within a PUD cannot exceed the maximum residential capacity calculation as indicated in Policy 2.3.2.² The minimum and maximum net density and intensity for any development site within a PUD is set by the following table:

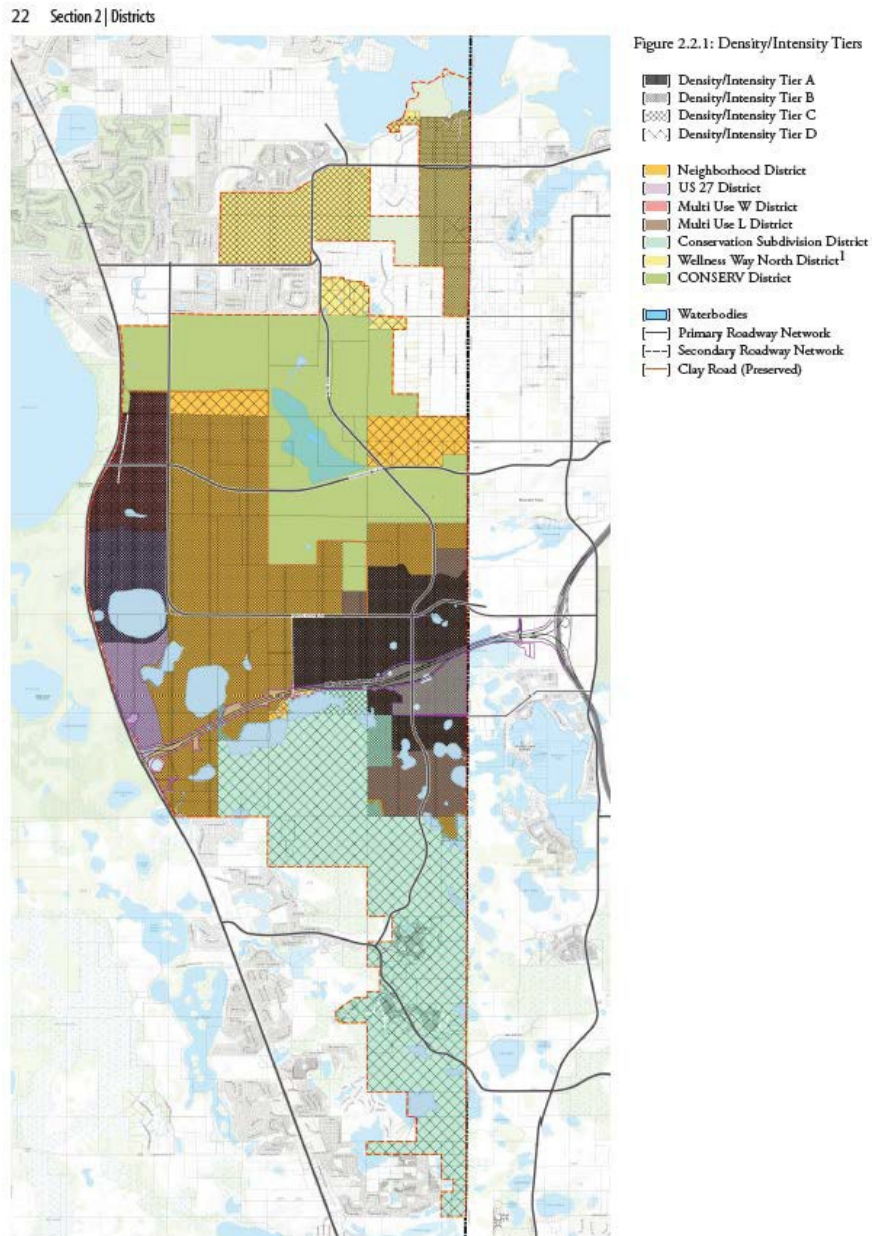
Future Land Use Category Density/Intensity Tier Summary Table

Density/ Intensity Tier	Minimum Density/ Net Buildable Acre	Maximum Density/ Net Buildable Acre	Minimum Average FAR	Maximum Average FAR
Tier A	6.00 (d.u)	25.00 (d.u)	0.25	2.00
Tier B	3.00 (d.u)	20.00 (d.u)	0.25	2.00
Tier C	2.50 (d.u)	15.00 (d.u)	0.15	2.00
Tier D	2.00 (d.u)	10.00 (d.u)	0.15	2.00

Policy 2.3.4.1: Flexibility of Future Land Use Category Boundaries within Single Ownership

If a proposed PUD contains more than one Future Land Use category, a developer may propose the relocation of the boundaries of each FLU category within the boundaries of the PUD, to provide flexibility in overall project design. The resulting development program/entitlement shall not exceed the program/entitlement of the original FLU category boundaries. The burden is on the developer is to show how the proposed boundary modification results in a superior project design and how it exceeds the goal and objectives of Wellness Way.

Figure 2 – Density/Intensity Tiers

**Policy 2.3.5: Location and Timing of Non-Residential Construction.**

Land areas set aside for the purposes of non-residential uses will be termed Centers. Non-residential development must occur within a Center. Centers may have a mix of non-residential and residential uses. In these cases, the residential uses must be built concurrently or after the construction of the non-residential uses. All Centers shall be appropriately placed in commercially viable locations located along an arterial or collector road.

Land areas set aside for the purposes of non-residential uses will be termed Centers. Non-residential development must occur within a Center. Centers may have a mix of non-residential and residential uses. In these cases, the residential uses must be built concurrently or after the construction of the non-residential uses. All Centers shall be appropriately placed in commercially viable locations located along an arterial or collector road.

Policy 2.3.6: Urban Form Guiding Principles

Wellness Way is envisioned as a mixed-use area proximate to arterial thoroughfares. Land uses are intended to be flexible allowing employment, residential, institutional, agriculture and Wellness/Green Space. The following are the urban form guiding principle:

- A. The overall community is intended to include a mix of uses that integrate residential, non-residential and open space networks. The overall Framework Plan and standards were developed to ensure the desired percentage distribution of uses within Wellness Way.
- B. An interconnected Wellness/Green Corridor network including a trail system to reach destinations within Wellness Way such as Centers, schools, parks as well as neighborhoods.
- C. Plan for and implement regional roadway connectivity as generally depicted on the Future Land Use Map.
- D. An emphasis on complete streets and multi-modal facilities (bike trails, on-street parking, enhanced pedestrian environments).
- E. A green strategy considering a balance of development, preservation, energy, conservation and water conservation.
- F. School centered development pattern with a co-located neighborhood park and connectivity to the Wellness Corridor network for each school.
- G. Neighborhood scale development based upon a pedestrian orientation with neighborhood centers/parks as the center of the neighborhood to create neighborhood identity and place.
- H. Allow interim and/or permanent agricultural uses.
- I. All development will adhere to dark sky standards.
- J. All distribution lines for new development in Wellness Way shall be located underground.

These guiding principles shall be specifically demonstrated in all PUDs.

Policy 2.3.7: Pedestrian Orientation

Design decisions must be oriented to the pedestrian scale. The Design Guidelines and Standards that implement this plan must be incorporated in the development standards for each PUD zoning, which culminates at the detailed design level with the specifications for complete street design.

Policy 2.3.8: Wellness Corridors

Wellness Corridor (WC) networks connect communities, Multi-use Districts, Centers, neighborhoods and destinations together in a series of integrated trail and pedestrian facilities. WC networks may contain the following elements:

- A. Community farms and gardens
- B. Wetlands
- C. Water bodies

- D. Preserved uplands
- E. Trails, pedestrian ways and bikeways
- F. View sheds and scenic resources
- G. Cultural and environmental resources
- H. Parks/recreation facilities for active and passive use
- I. Stormwater management facilities

Policy 2.3.9: Open Space

A significant amount of land area in the form of open space and natural protected areas will be protected in Wellness Way. The natural protected areas include wetlands and water bodies. Open space will be divided into two separate categories, Wellness Space and Green Space, with each type allowing different uses.

Wellness Space includes land area that remains minimally developed, such as trails and boardwalks, as part of a natural resource preserve or active/passive recreation area. Wellness Space also includes land area open to public access and gathering places, such as parks, piazzas, plazas and urban squares. Wellness Space may include permeable storm water areas if enhanced as amenities using native vegetation. Open water bodies, completely surrounded by uninterrupted Wellness Space, may also be counted as Wellness Space.

Green Space includes land areas for the purpose of protecting natural resources or environmental quality, including areas designated for such purposes as flood control, protection of quality or quantity of groundwater or surface water, or protection of vegetative communities or wildlife habitat and shall include land preserved for conservation purposes. Green Space should be maintained in such a way to encourage the proliferation of native flora and fauna. Active recreation is prohibited in Green Space; passive recreation is allowed in Green Space.

Policy 2.3.10: Minimum Wellness and Green Space Allocation

All PUDs will identify and reserve 20% of the net acres as Wellness Space and 10% of the net acres as Green Space. Wetlands and water bodies cannot be counted towards a PUD's Wellness Space or Green Space allocation, with the exception of water bodies that are completely surrounded by uninterrupted Wellness Space, in which case, up to 25% of the water body may be counted towards the Open Space requirement. A 50-foot-wide continuous upland buffer is required around all wetlands and waterbodies counted towards Open Space.

Policy 2.3.10.1 Trout Lake Wellness Trail

All properties having frontage on Trout Lake shall, as part of the Wellness Space requirements, provide at least a 50' wide corridor and multi-use trail adjacent to the lake edge for a publicly accessible trail.

Policy 2.3.11: Open Space Design

Open Space is meant to provide an amenity to the community and should be designed to

promote public access. Open Space tracts are encouraged to be placed in the interior of a PUD. Narrow open space tracts, boarding the perimeter of a PUD, being used solely as a buffer, shall be discouraged. All open space calculations shall be determined during the PUD review process and shall be phased consistent with development.

Policy 2.3.12: Conservation Lands

The determination of areas most suitable for permanent preservation shall occur during the preparation of a Planned Unit Development (PUD). The permanent preservation of suitable areas through recordation of conservation easements, consistent with s. 704.06 FS, as amended, shall correspond with each development phase or stage. Once an area is placed in permanent preservation, either through easement or acquisition, the Future Land Use Map designation of that area may be amended to Conservation.

Objective 2.4: Mobility.

Development within Wellness Way shall be managed to reduce vehicle trips, minimize vehicle trip lengths, and reduce vehicle miles travelled through the encouragement of clustered mixed-use development and the internal capture of trips and through the development of an interconnected, transportation network. The proposed arterial roadways as generally depicted on the future land use map make up the primary roadway network. Final primary roadway alignments and additional connections may be determined in the PUD process.

Policy 2.4.1: Primary Roadway Network

System-wide transportation capacity within Wellness Way shall be achieved through the design and development of an interconnected, multi-modal roadway network with appropriately spaced and properly sized roadway, pedestrian, bicycle, transit and alternative vehicular components.

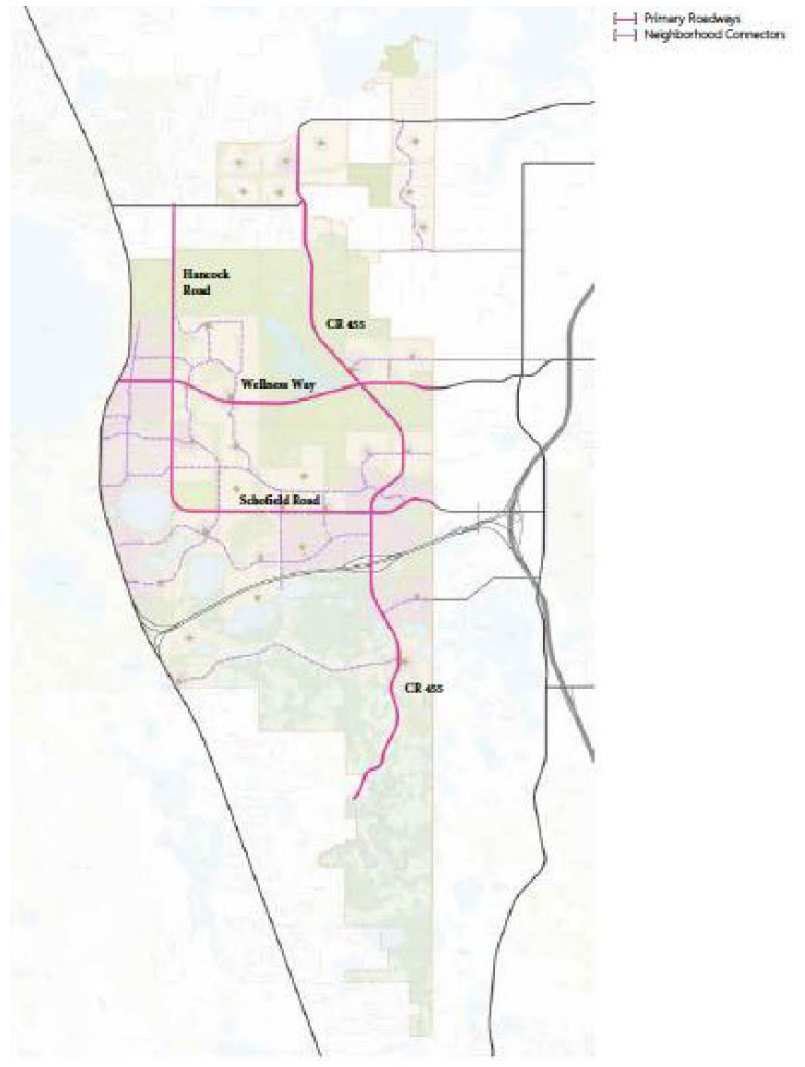
Planned Unit Developments (PUD) shall be generally consistent with the primary roadway network identified on the Framework Map and as listed below. Any deviations from the number and location of primary roadways identified on the Framework Map shall not deteriorate the high level of interconnectivity within the Urban Service Area's network. Deviations to a significant extent a possible to protect environmentally sensitive lands so long as the continuity of the network and each of the multimodal features for that facility are maintained.

Primary Roadway Network

- a. Wellness Way from US 27 to the Orange County Line
- b. Hancock Road from Wellness Way to Hartwood Marsh Road
- c. Schofield Road from the intersection of Wellness Way and Hancock Road to the Orange County Line
- d. CR 455 Extension from Hartwood Marsh Road to Sawgrass Bay Boulevard

Each PUD shall be required to assess its proportionate share of roadway impacts to the Primary Roadway Network, as well as impacts to US 27 and Hartwood Marsh Road. The findings of this assessment shall be used as the basis for mitigating transportation impacts in a Roadway/Transportation Impact Fee Credit Agreement with Lake County.

FIGURE 3 – PRIMARY ROADWAY NETWORK



Policy 2.4.2 Complete Streets

Thoroughfares within Wellness Way shall be designed to accommodate pedestrians, bicycles, transit, freight, and motor vehicles within a circulation network with the allocation of right-of-way provided for in the PUD approval process. To assist with the design of future roadways and ensure that these facilities consider all modes of transportation, typical complete street cross-sections shall be established in the implementing Design Guidelines and Standards, and shall be used to guide the design of proposed facilities during the PUD process.

Policy 2.4.3: Pedestrian Facilities

Through a complementary relationship between transportation, land use and urban design, development within Wellness Way shall support walking as an important part of daily travel. Design and construction of transportation facilities and land uses shall give highest priority to walking as a basic and efficient mode of transportation and may include the following:

- A. Appropriately sized and obstruction-free sidewalks connecting residential neighborhoods to employment districts, retail areas, parks and schools;
- B. Well designed and highly-visible crosswalks which ensure pedestrian safety in areas where conflicts with vehicular traffic may occur;
- C. The use of streetscapes that offer a safe and inviting environment for pedestrians especially by providing shade, amenities and buffering from vehicular traffic; and/or,
- D. Pedestrian oriented design of buildings adjacent to sidewalks including, minimal front setbacks, entrances that provide direct access from the public sidewalk, maximum first floor opacity standards, and the placement of vehicular use areas to the back or side of buildings.
- E. Provision of Wellness Corridors with multi-use paths and trails.

Policy 2.4.4: Pol Facilities

PUDs shall include a safe and continuous bicycle network that encourages cycling as both a means of transportation and a recreational activity. Bicycle networks shall connect residential neighborhoods with the Multi-Use Districts, Centers, neighborhoods, parks and schools. These facilities may include:

- A. Shared lane markings;
- B. Designated bike lanes;
- C. Separated bike facilities or “cycle tracks”; and/or,
- D. Multi-use paths and trails.

Policy 2.4.5: The ‘Wellness Ridgeway’

The Wellness Ridgeway Network is intended to be a system of trails providing non-motorized transportation within and through Wellness Way. The Network is organized to provide both recreational and functional use to origins and destinations such as parks and schools within Residential areas and employment and commercial areas in Centers. The Network is made up of four types of trails:

- a. Trunk Trail
- b. Neighborhood Trail
- c. Clay Road
- d. Water Conserv II Trail

The implementing Design Guidelines and Standards shall establish design criteria for each type of trail. The Wellness Ridgeway is a component part of the overall Wellness Corridor Network.

Policy 2.4.6: Transit

Centers located on arterial and collector roads offer the future opportunity for the Regional Transit Authority to consider providing transit service to and between Multi-use Districts, Centers and other regional destinations.

Policy 2.4.7: External Trip Reduction

PUDs within shall introduce measures that produce a reduction in net external trips. A variety of options and innovative techniques to meet this goal shall be included in the PUD including Wellness Corridors, complete streets, a pedestrian oriented design emphasis and the possible inclusion of future transit service.

Policy 2.4.8: Level of Service

The minimum roadway level of service standard within Wellness Way shall be “E,” except for US 27 which shall remain at LOS “D.”

Policy 2.4.9: Multimodal Street Design Standards

The City and Lake County shall establish design standards to ensure streets are safe, convenient and appealing for all modes of travel, including automobiles, trucks, bicycles and pedestrians and possible future bus service. Strategies shall include marked crosswalks, wider sidewalks, on-street parking, traffic calming, raised medians, adequate drainage or other appropriate safety enhancements that reduce hazardous conflicts between modes and that are consistent with the planned functions of the roadway.

Policy 2.4.10: Connectivity

To promote communities that are physically connected to each other and to foster community and connectedness beyond the development, all PUDs shall include sub-arterial streets stubbed to the boundary of the development in all cardinal directions unless physically constrained by natural or other features. Development plans within a PUD shall include streets connecting to all streets stubbed to the boundary of adjacent development plans. Street connections shall be made between adjacent development regardless of the parent development and adjacent land uses in order to continue the interconnected street network.

The City and Lake County shall coordinate the interconnection of the roadway network with Orange County roadways to the east. Wellness Way, Schofield Road, Old YMCA Road, and Sawgrass Bay Blvd (to Flemings Road) are critical east-west connections that would benefit the City and both Counties.

Policy 2.4.11: Land Use and Transportation Integration to Reduce Vehicular Travel

The land use densities, intensities and mixture of land uses within Wellness Way are intended to integrate and support alternative transportation modes, enhance multi-modal transportation, decrease trip lengths, and promote internal capture.

Objective 2.5: Natural and Scenic Resources

Wellness Way is home to many natural resources; the area consists of xeric uplands, wetlands and surface waters, most notably Trout Lake, Adain Lake, Sawgrass Lake, and the Urban Service Area borders Johns Lake to the north. The Planned Unit Developments (PUDs) shall provide for the conservation of significant natural, scenic and cultural resources through the creation of an interconnected open space known as the Wellness Corridor (WC) network within Wellness Way. These resources and corridors shall be specifically demonstrated in the PUDs.

The City shall protect its natural resources in Wellness Way through adoption of PUDs that promote the preservation or conservation of environmentally sensitive lands to include habitats containing listed animal and plant species. Natural resource protection shall be achieved through mechanisms such as buffer requirements, lower allowable densities in environmentally sensitive areas, open space preservation requirements, removal of exotic plant and animal species, maintenance of corridors, preservation of native vegetation, control of hydrological characteristics, and through use of clustering to help minimize the effect of development. The permanent preservation of suitable areas through recordation of conservation easements, consistent with s. 704.06 FS, as amended, shall correspond with each development phase or stage.

Policy 2.5.1: Identification of Environmentally Sensitive Areas

The Wellness Way Future Land Use Map generally identifies areas of potential environmentally sensitive lands. The Conservation Land Map shall guide the preparation of subsequent PUDs and their respective detailed identification of lands for permanent protection or preservation.

Policy 2.5.2: Identification and Preservation of Wetlands and Water Bodies

Wetlands and water bodies shall be delineated during the PUD process. The types, values, functions, sizes, conditions and locations of wetlands within the planning area, shall be determined through on-site studies and field verification as the primary data source conducted by qualified professionals in accordance with state and federal regulations, guidelines and procedures. The existing wetland systems have several important functions, including flow of water (lakes are connected by waterways and streams), and habitat for plants and wildlife. Wetland impacts shall be carefully planned so as to avoid inordinate impacts to the wetlands system.

A mandatory minimum setback of 50 feet from all jurisdictional wetland lines shall be established in the PUDs, and a minimum 50-foot-wide buffer shall apply to all retained isolated and non-isolated wetlands, and rivers and streams.

Figure 4 – Conservation Lands Map



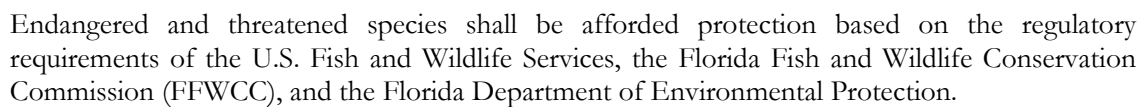
Policy 2.5.3: Conservation of Regionally Significant Natural Resources

The Critical Lands and Waters Identification Project (CLIP), and Florida Fish and Wildlife Conservation Commission (FFWCC) databases shall be consulted during the preparation of all PUD. Areas designated as Priority 1 or 2 within the CLIP database and areas within the FFWC database containing known locations of rare and imperiled species of plants and animals shall be given the highest consideration for protection or preservation within a PUD.

The following chart lists the State of Florida Listed Animal Species with a possibility of occurrence in Lake County.

Common Name	Scientific Name	Status
American Alligator	Alligator mississippiensis	Federally-designated Threatened (FT)
Bald Eagle	Haliaeetus leucocephalus	Not currently listed
Eastern Indigo Snake	Drymarchon couperi	FT
Florida Black Bear	Ursus americanus floridanus	State-designated Threatened (ST)
Florida Sandhill Crane	Grus Canadensis pratensis	ST
Florida Scrub-Jay	Aphelocoma coerulescens	FT
Florida Burrowing Owl	Athene cunicularia floridana	State Species of Special Concern (SSC)
Florida Mouse	Podomys floridanus	SSC
Gopher Tortoise	Gopherus polyphemus	ST
Least Tern	Stemula antillarum	ST
Little Blue Heron	Egretta caerulea	SSC
Red-Cockaded Woodpecker	Picoides borealis	Federally-designated Endangered (FE)
Sherman's Fox Squirrel	Sciurus niger shermani	SSC
Short-tailed Snake	Lampropeltis extenuate	ST
Sand Skink	Plestiodon reynoldsi	FT
Snowy Egret	Egretta thula	SSC
Southeastern American Kestrel	Falco sparverius paulus	ST
Tricolored Heron	Egretta Tricolor	SSC
White Ibis	Eudocimus albus	SSC
Wood Stork	Mycteria Americana	FE
Osprey	Pandion halliaetus	SSC

Figure 5 - Wildlife Locations



Policy 2.5.4: Lake Wales Ridge

The Lake Wales Ridge follows the east side of US Highway 27 south from Lake Apopka through Polk County and ending in Highlands County. The ridge consists of an ecosystem known as scrub and is currently home to 53 rare, indigenous and endangered plant and animal species including the Florida scrub jay, sand skink, and scrub mint. The planning area is located east of US Highway 27.

Endangered and threatened species shall be afforded protection based on the regulatory requirements of the U.S. Fish and Wildlife Services, the Florida Fish and Wildlife Conservation Commission (FWWCC), and the Florida Department of Environmental Protection.

Policy 2.5.5: Wildlife Data

An applicant for a PUD shall submit baseline data consistent with the guidelines for any state or federally listed wildlife or plant species, based on Florida Fish and Wildlife Conservation Commission (FWWCC) and U.S. Fish and Wildlife Service survey methodologies and casual observation of non-listed wildlife and plant species. The purpose of the baseline data is to recognize the cumulative effects that development within Wellness Way is having on species diversity and habitat over a period of time.

Policy 2.5.6: Identification and Preservation of Xeric Uplands

During the preparation of PUDs, upland areas containing xeric or scrub habitats should be analyzed closely for permanent preservation. Large habitat patches in close proximity to each other provide for the greatest species diversity and minimizes extinction probabilities; small patches that are isolated are less likely to preserve species. Habitat fragmentation shall be discouraged. If preserved, these areas may serve as relocation sites for gopher tortoises, sand skinks, and other xeric-adapted species that may be present within the Wellness Way and surrounding areas.

Policy 2.5.7: Creation of The Natural Components of The Wellness Corridor Network

At build-out, Wellness Way shall contain a large, interconnected WC network comprised of water bodies, wetlands, open space, important upland habitats and publicly owned lands. This system shall serve to protect environmentally sensitive lands, allow for the continued and safe movement of wildlife and provide for significant passive recreation areas for the residents, employees and visitors.

Native Vegetation within Corridors

Non-native landscape species shall be prohibited within these corridors, with the exception of turf grass used as road or yard stabilizer. Vegetation identified on the Florida Exotic Pest Plant Council's List of Invasive Plant Species shall be prohibited.

Movement of Wildlife Crossings

Collaboration with the Florida Fish and Wildlife Conservation Commission (FWWCC), the U.S. Fish and Wildlife Service, and the Florida Department of Transportation shall be required to establish standards and locations for the movement of wildlife on public roads and other corridors, as well as ensuring the crossings or corridors are of the appropriate size.

Each PUD shall be reviewed for consistency with this policy during the approval process.

Policy 2.5.8: Site Development Standards

Collaboration with the Florida Fish and Wildlife Conservation Commission shall be required to prepare a site development plan based on standards that promote preservation of wildlife during development and promote the provision of usable habitat post-development. Site development standards shall include, but are not limited to, monitoring, low-voltage lighting, berms, and fencing. Post-development measures may include, but are not limited to, planting of native vegetation, low-voltage lighting, berms, and fencing. The City shall also require that vegetative communities and wildlife habitats be protected from adverse effects associated with development.

The PUDs shall include provisions to require that development preserve wetlands and portions of developable uplands containing designated species or rare upland habitats. The permanent preservation of suitable areas through recordation of conservation easements, consistent with s. 704.06 FS, as amended, shall correspond with each development phase or stage. The PUD shall ensure the protection of trees and native vegetation with a target of protecting 50% of trees onsite. As appropriate, a tree replacement ratio may be implemented based on type and caliper. Special consideration shall be given to rare upland habitats and designated species within ecologically significant areas identified herein. The extent to which preservation of vegetative communities and wildlife habitats shall be protected and incorporated into protected open space on a development site, shall be determined during the PUD process.

Policy 2.5.9: Water Conservation Based Landscaping

A significant amount of water resources are used for irrigation of landscaped spaces in traditional developments. In recognition of the limited water resources available in South Lake County, developers in Wellness Way shall base their landscaping plans on water conservation principles and practices. Lake County may develop, and the City may require the implementation of the recommendations in a landscape design handbook which provides examples of water conserving landscape designs for commercial, residential and institutional developments as well as planted right of way areas. The handbook designs will feature the use of Florida native, drought tolerant species that require no irrigation once they have been established. The handbook will contain several design examples, listing acceptable plants and providing plan view layouts and pictorial representations of each design concept. Developers within Wellness Way shall utilize the handbook designs or shall propose a landscape design that conforms with water conservation principles for review during the permitting process. Exceptions may be granted for designs that receive irrigation solely from retained stormwater.

Policy 2.5.10: Regulation for Reclaimed Water Shall Be Enforced to Prevent Adverse Environmental Impacts.

The intent of Wellness Way is to require 100% of landscape irrigation be provided by re-use water. Another type of non-potable water supply may be used for landscape irrigation if re-use water is not available to the PUD. In no instance shall potable water be used for landscape irrigation unless authorized by the St. Johns River Water Management District pursuant to part II of Chapter 373, F.S.

Conservation programs, system interconnections and alternative water supply options such as reclaimed water reuse and storage, shall occur when accessible. All development containing irrigated open space shall be required to accept reclaimed water for irrigation when such reclaimed water is available adjacent to the development's boundary. Connection shall be made at the developer's cost consistent with the City of Clermont utility connection policies.

Objective 2.6: Public Facilities

The City shall require that all development be consistent with the Capital Improvements Element and the approved facility and service plans in order to discourage urban sprawl, meet adopted level of service standards, and thereby minimize associated public costs.

Policy 2.6.1: Identification of Water Supplies

All new development shall connect to non-potable sources of water, such as reclaimed water, for landscape irrigation, when available. The availability of, and requirement to connect to, Alternative Water Supplies, including reclaimed water, will be determined during the PUD approval process unless the use of water from other water sources is authorized by the St. Johns River Water Management District pursuant to part II of Chapter 373, F.S.

Policy 2.6.2: Potable and Re-Use Water Facilities

PUDs within Wellness Way shall include an analysis of potable and re-use water demand required to accommodate projected impacts and maintain the City's adopted level of service (LOS) for such facilities. If it is determined that sites and/or right-of-way is needed to accommodate the projected impacts, then those sites shall be conveyed prior to the issuance of building permits for development within the PUD.

Policy 2.6.3: Sanitary Sewer Facilities

PUDs within Wellness Way shall include an analysis of sanitary sewer demand required to accommodate projected impacts and maintain the City's level of service (LOS) for such facilities. If it is determined that sites and/or right-of-way is needed to accommodate the projected impacts, then those sites shall be conveyed prior to the issuance of building permits for development within the PUD.

Policy 2.6.4: Solid Waste Services

PUDs within the Wellness Way shall include an analysis of solid waste collection demand required to accommodate projected impacts and maintain the City's level of service (LOS) for such services.

Policy 2.6.5 Parks and Trails Facilities

PUDs within Wellness Way shall include an analysis of parks and trails required to accommodate projected impacts and maintain the City's adopted level of service (LOS) for such facilities. If it is determined that one or more publicly dedicated park sites within the proposed PUD are needed to accommodate projected impacts, then conditions shall be provided within the PUD approval to ensure that those sites are conveyed with the

development of the phase of the project. The Framework Map and Design Guidelines and Standards shall be used as a guide to provide parks and trails facilities within the Wellness Way area.

Trails within a proposed PUD that serve as a component of the multi-modal mobility system shall be identified as part of the PUD process. Conditions for the conveyance of the right-of-way required for such trails shall be established in the PUD approval.

Policy 2.6.6: Provision of Educational Facilities

All PUDs within Wellness Way shall include an analysis of impacts to public schools and, when necessary, include mitigation conditions consistent with the policies and procedures identified in the First Amended Interlocal Agreement between Lake County and Lake County School Board and Municipalities for School Facilities Planning and Siting (the ILA). If it is determined that one or more school sites within the proposed PUD are needed to accommodate projected impacts, then those sites shall be consistent with the PSFE's School Facility Siting objective and policies.

PUDs shall analyze the impacts of the future residential land uses on public schools and identify the facilities needed. The City shall act in accordance with Objective 1.7 and associated policies of the Intergovernmental Coordination Element of this Comprehensive Plan when coordinating with the Lake County School Board.

In addition to the PSFE's school facility siting objective and policies, the public school siting provisions of Sections 333.03 and 1013.36, F.S., and the First Amended Interlocal Agreement between Lake County and Lake County School Board and Municipalities for School Facilities Planning and Siting (the ILA) shall be followed when identifying and dedicating public school sites.

Future school sites shall be suitable for development as a public school and have the ability to be served with the necessary infrastructure, such as the following: potable and non-potable water, sanitary sewer, electrical power, high-speed internet service and transportation facilities.

When it is not possible to avoid soil conditions on a public school site that would require remediation in order to permit vertical construction, such remediation will be included in the applicant's capital improvements plan for mitigation of the impacts on public schools.

Policy 2.6.7: Provision of Law Enforcement, Fire Protection and Emergency Services

All PUDs within Wellness Way shall include an analysis of law enforcement, fire protection and emergency medical services impacts and shall include coordination with Clermont Fire Department and Clermont Police Department to determine if facility sites are required within the PUD to ensure the provision of adequate public facilities and services. If it is determined that land is needed to accommodate the siting of facilities required to address the impacts of the proposed PUD, the provision of these lands shall become a condition of approval of the PUD and be conveyed prior to the issuance of building permits for development within the PUD.

Given the current location of existing Fire/EMS facilities of the City to the north and Lake County to the South, the City and Lake County should consider coordinating a joint City-

County Fire/EMS facility in the center of Wellness Way to provide the highest level of response times at the least cost to the community.

Policy 2.6.8: Conveyed Land Value

In order to ensure that new development adequately pays for growth-related impacts, the Clermont City Council shall have the authority to determine the valuation or date of valuation of property for the purpose of impact fee credits for property deemed as a required adequate public facility beyond the needs of Wellness Way. The value will be agreed upon by both the City and the land owner or established by appraisals by registered appraisers acceptable to both the City and land owner. The terms of this valuation shall be incorporated into a developer's agreement for a specific development.

Any Developer that conveys land at no cost to the City or other public entity for any public facility, may have the associated development program/entitlement from that conveyed land transferred to the balance of their PUD for use in the over all project.

Policy 2.6.9: Coordinated Development

While there is separate property ownership within Wellness Way, planning for development will occur in a coordinated and comprehensive way. The initial extension of potable and non-potable water and sewer service must be sized for the PUD with a Utilities Agreement and built infrastructure and conveyed lands are eligible for reimbursement for excess capacity and land area beyond the need of the proposed development. The Future Land Use Map will establish a general guide for connectivity. Primary Roadway alignments will be set with the PUD process and/or a Roadway Agreement between participating property owners and built infrastructure and conveyed lands are eligible for reimbursement for excess capacity and land area beyond the need of the proposed development. Roadway terminus to terminus alignments are required.

Policy 2.6.10: Concurrency Requirements

The City shall ensure that public services and facilities are available concurrent with new development. All development orders, permits, and agreements shall be subject to the adopted Concurrency Management System consistent with Objective 1.2 in the Capital Improvement Element of this Comprehensive Plan.

Objective 2.7: Intergovernmental Coordination

To ensure continued coordination of development plans, infrastructure planning and development approvals, and impacts with affected local governments and public agencies throughout Wellness Way.

Policy 2.7.1 Coordinated Review of Planned Unit Developments

To provide for intergovernmental coordination, the City shall provide adjacent municipalities, counties, and regional agencies a copy of applications for a Planned Unit Development (PUD). To ensure communication and coordination are used to minimize any potential adverse impacts, the following government agencies shall be notified:

- A. Lake County

- B. Lake County School Board
- C. Florida Department of Transportation

Objective 2.8 Implementation

To develop a straightforward, predictable and efficient process for the preparation, review and approval of Planned Unit Developments (PUDs) and subsequent development approvals within Wellness Way.

Policy 2.8.1: Planned Unit Developments (PUDs)

Development within Wellness Way shall be accomplished utilizing the adoption of Planned Unit Developments (PUDs). Each PUD shall be developed in sufficient detail to allow evaluation of the interrelationship of its parts and establish consistency with principles and criteria contained within the City of Clermont Comprehensive Plan and the Wellness Way Goal, Objectives and Policies.

Each PUD shall be evaluated to determine that adequate facilities and services are or will be available at the time of development. Where facilities or services are determined to be deficient, the developer(s) shall have the option of entering into a funding agreement with Lake County, the City of Clermont and/or Lake County School Board to correct any deficiency and allow development to proceed. All development in the PUD will be served by central sewer and water service.

Policy 2.8.2: Framework and Hierarchy of Place

PUDs within Wellness Way should be organized around a conceptual framework and hierarchy of place, as more particularly defined in the Design Guidelines and Standards. The following represents the most important design principles required in each PUD:

- A. PUDs must determine the location and size of the Centers based upon the regional roadway network and the FLUC jobs-to-housing ratio and then locate the Wellness/Green Corridors and residential neighborhoods.
- B. Residential neighborhoods cluster around the Centers. Each neighborhood is adjacent to an interconnected wellness Corridor/open space system. This helps define neighborhoods and provides the opportunity for trail use for the residents to reach other neighborhoods, Centers, other PUDs, and the State Park.
- C. Along with the Centers neighborhoods and WC networks, there is a required community park. Not only are the school and park a requirement, it is at the PUD level when agreements must be reached to pay for educational facilities roads, utilities and the park. Without such agreements, development may not proceed.

Policy 2.8.3: Water Conserv II

Water Conserv II is designated as the Water Conserv II Future Land Use Category and is comprised of properties owned and used by Orange County and the City of Orlando for a water reclamation project. Portions of this property may be deemed unnecessary for either existing or future needs of the project. Therefore, the City (as applicable) may request that such properties be included in PUDs.

Objective 2.9: Financing

To develop financing mechanisms that support the economic development goals of Wellness Way while ensuring the equitable distribution of infrastructure costs.

Policy 2.9.1: Funding Mechanisms for Regional Infrastructure

Each PUD shall identify the revenue sources implementable by county or City ordinance (or by resolution of a dependent district created by City ordinance) to provide essential regional infrastructure including transportation, public safety and park improvements required to implement the economic development uses incorporated in the PUD. A density bonus of two (2) dwelling units per acre may be granted to a PUD for right-of-way donated for arterial or collector roads.

Given the unique nature of the existing land ownership patterns, much of the Wellness Way Roadway Network will require acquisition of road right-of-way from CONSERV. Any funding provided by a landowner/developer to the County for acquisition of road right-of-way, including ponds, easements, and trails, may also be eligible for a density bonus of two (2) dwelling units per acre in addition to transportation impact fee credits.

Policy 2.9.2: Funding Mechanisms for Site Specific Infrastructure

Within each PUD, the transportation related infrastructure and other infrastructure necessary to accommodate the economic goals of specific sites or individual development shall be incorporated as a cost requirement of site development either directly or provided as a funding component by any dependent or independent district created to provide on-site or regional infrastructure.

Policy 2.9.3: Phasing of Regional Infrastructure

The City will rely upon Lake County to enter into Roadway Agreements with all PUDs to ensure that regional infrastructure shall be phased as necessary to support economic development of specific sites or individual developments within each PUD and as required to meet economic expectations of the property bearing the burden of the infrastructure costs.

EXHIBIT E

PERMIT NO: 22-0215		ON-LINE PERMIT	
CLERMONT City Hall 685 W. Montrose St., FL 34711 Schedule inspections through the online system. if you have any problems email us at inspection@clermontfl.org		PERMIT TYPE CHANGE OF USE W/ ALTER	APPLIED DATE 1/14/2022
		PERMIT SUB-TYPE RETAIL	APPROVED DATE 3/1/2022
		JOB VALUE 0	ISSUED DATE 3/1/2022
		APN 3793274	
		DESCRIPTION CHANGE OF USE FROM CHURCH TO MARKET	
PERMIT INFORMATION		FEE SUMMARY	
SITE	821 WEST MINNEOLA ST CLERMONT CLERMONT, FL 34715	ZONING CLEARANCE \$45.00 COMMERCIAL ALTERATIONS/RENO AND SHELL ONLY \$3,477.00 FIRE-CHANGE OF BUILDING USE \$125.00 STATE SURCHARGE \$34.77 STATE ADMIN AND INSPEC \$52.16 TEMPORARY/CONDITIONAL CERT OF OCCUPANCY \$180.00 Total Fees Charged: \$3,913.93	
APPLICANT	PATRICK BIANCHI		
OWNER	SOLAIA LLC 752 W MONTROSE ST CLERMONT FL 34711		
CONTRACTOR	GREENMONT CONSTRUCTION LLC 136 COLONIAL PINE LAN MINNEOLA FL 34715		
WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT F.S. 713.135		INSPECTION SUMMARY ☐ FINAL BUILDING ** ☐ FIRE FINAL ☐ NOTICE OF COMMENCEME ☐ ABOVE CEILING ☐ ELECTRIC FINAL ☐ ELECTRIC ROUGH ☐ FRAMING ☐ MECHANICAL FINAL ☐ PLUMBING FINAL ☐ ROUGH PLUMBING ☐ FINAL BUILDING	
DATE _____			



CITY OF CLERMONT
CONDITIONAL USE PERMIT
APPLICATION

EXHIBIT F

Date 6/28/2023		FEE: \$845 + cost of advertisement + cost of traffic review (if necessary)	
Project Name (if applicable) SOMA Container Park			
Applicant Coastal Investment Land Trust			
Contact Person Patrick Bianchi			
Address 821 W Minneola		City Clermont	State Florida Zip 34711
Telephone 407-271-7895		Fax	
Email Patrick@vpdevelopmentgroup.com			
OWNER INFORMATION ☒ (Check box if owner information is same as applicant)			
Owner's Name			
Owner Address		City	State Zip
Telephone		Fax	
PROPERTY INFORMATION			
Address of Subject Property 821 W Minneola		City Clermont	State Florida Zip 34711
General Location Downtown Clermont. Corner of Minneola Ave and 8th Street			
Legal Description & Alternate Key (Include copy of survey) East 200 feet of the North 138.36 feet of Block 92, The City of Clermont, according to the map or plat thereof as recorded in Plat Book 8, Page 17, Public Records of Lake County, Florida.			
Land Use (City verification required) Downtown Mix-Use			
Zoning (City verification required) 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?) Attach additional page if necessary.

Proposing a container park in Downtown Clermont similar to Boxi Park in Lake Nona. These types of projects are a venue that utilizes shipping containers as modular spaces for retail, dining, and entertainment. The project consist of an existing building and 39 shipping containers, as well as conventional outdoor space for seating and mobile food dispensing trailers. The total square footage of usable/rentable space is approx. 65,000 square feet, which has multiple floors, no taller then code allowed heights.

This location is prime for its purpose because its in the center core of Downtown Clermont. The projects is walkable, and promotes a destination for all to see.

Coastal Investment
Applicant Name (print) Land Trust
Reticle Blanch
R
Owner Name (print)

X
Applicant Name (signature)
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

LEGAL DESCRIPTION

East 200 feet of the North 138.36 feet of Block 92, The City of Clermont, according to the map or plat thereof as recorded in Plat Book 8, Page 17, Public Records of Lake County, Florida.

Prepared by and return to:
Christian Waugh
Attorney
Waugh Grant PLLC
201 E. Pine Street Ste 315
Orlando, FL 32801
321-800-6008
File Number: 2023-0907
Will Call No.: 3218006008

[Space Above This Line For Recording Data]

Special Warranty Deed

This Special Warranty Deed made this 23rd day of February, 2023 between Solala LLC, a Florida limited liability company whose post office address is 17301 Pagonia Rd, #210, Clermont, FL 34711, grantor, and Kenneth Wade Boyette, Jr. as Trustee(s) of the Coastal Investment Land Trust whose post office address is 1635 E Hwy 50, #300, Clermont, FL 34711, grantee:

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Lake County, Florida, to-wit:

East 200 feet of the North 138.36 feet of Block 92, The City of Clermont, according to the map or plat thereof as recorded in Plat Book 8, Page 17, Public Records of Lake County, Florida.

Parcel Identification Number: 24-22-25-0100-092-00008

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

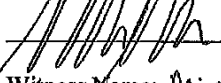
To Have and to Hold, the same in fee simple forever.

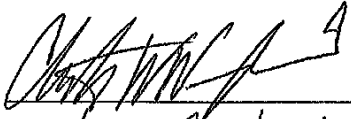
And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantors.

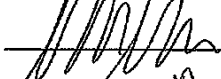
In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed, and delivered in our presence:


 Witness Name: Christian W. Waugh


 Witness Name: Mirella Mardakis Waugh

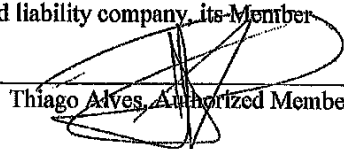

 Witness Name: Christian W. Waugh


 Witness Name: Mirella Mardakis Waugh

Solaia, LLC, a Florida limited liability company

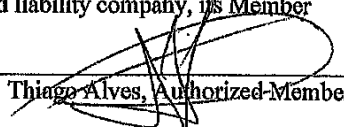
By: Deltapro Development LLC, a Florida limited liability company, its Manager and Member

By: TT Orlando Consulting, LLC, a Florida limited liability company, its Member

By: 
Thiago Alves, Authorized Member

By: Vette Development, LLC, a Florida limited liability company, its Manager and Member

By: TT Orlando Consulting, LLC, a Florida limited liability company, its Member

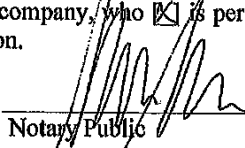
By: 
Thiago Alves, Authorized Member

State of Florida
 County of Orange

The foregoing instrument was sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 21st day of February, 2023 by Thiago Alves, as Authorized Member of TT Orlando Consulting, LLC, as Manager and Member of Vette Development, LLC, and as Member of Deltapro Development, LLC, as Manager and Member of Solaia, LLC, on behalf of the company, who ☒ is personally known to me or ☐ has produced _____ as identification.

[Notary Seal]




 Notary Public

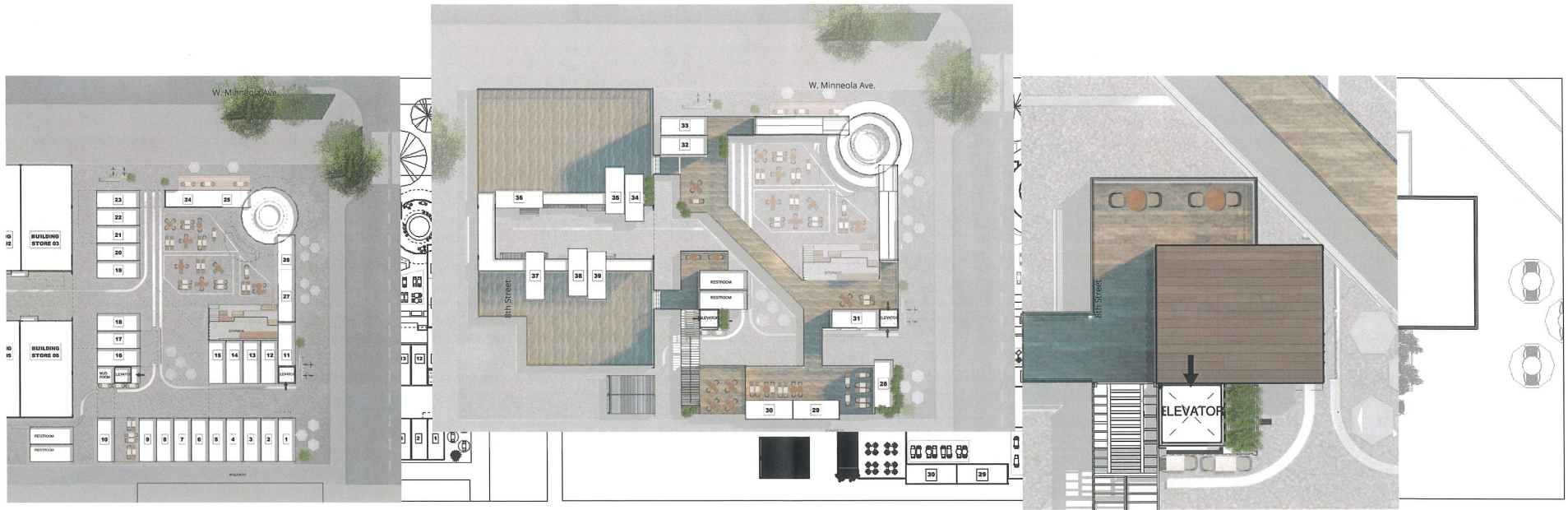
Printed Name: Mirella Mardakis Waugh

My Commission Expires: 5/3/24



a friendly network
arranged around the
sharing of space





GROUND LEVEL

- | | |
|---|---|
| 27 Container Retail stores
150 sq ft each | BS04 Container Retail stores
465 sq ft |
| BS01 Building Retail stores
990 sq ft | BS05 Container Retail stores
1025 sq ft |
| BS02 Container Retail stores
1130 sq ft | BS06 Container Retail stores
1030 sq ft |
| BS03 Container Retail stores
1110 sq ft | |

TERRACE

- | |
|---|
| 12 Container Retail stores
150 sq ft each |
|---|

OBSERVATORY

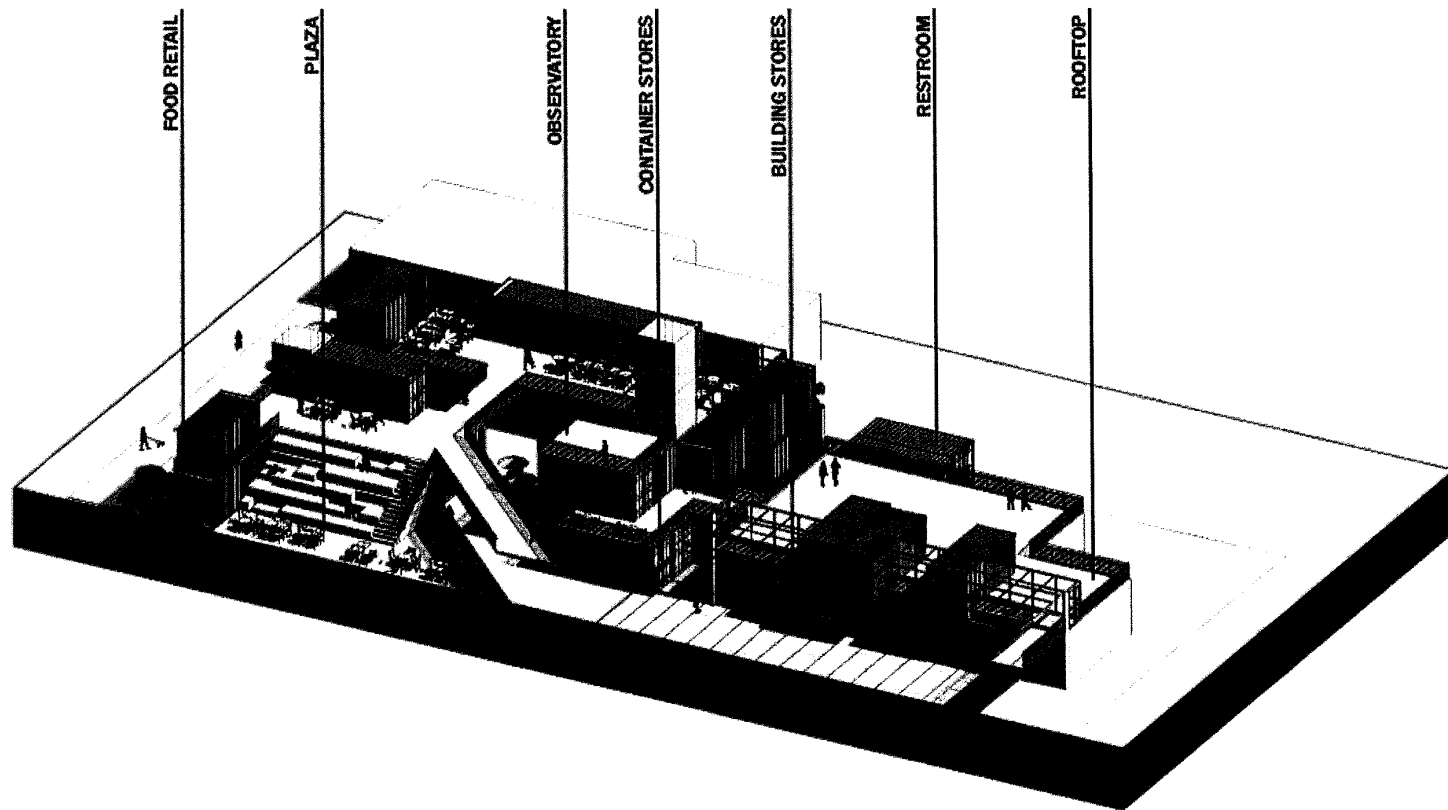


























EXHIBIT G



**CITY OF CLERMONT
ORDINANCE NO. 2023-027**

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE CHAPTER 115 – PARKING AND VEHICULAR USE AREAS; PROVIDING FOR CONFLICT, SEVERABILITY; CODIFICATION; THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERRORS, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, pursuant to the provisions of Chapter 163, Florida Statutes, the City of Clermont Planning and Zoning Commission, acting as the Local Planning Agency of the City, has held a public hearing on September 5, 2023 and following such hearing found this Ordinance to be in the best interest of the City of Clermont, and recommended that the City Council adopt this Ordinance; and

WHEREAS, the City Council of the City of Clermont shall amend the Land Development Code, Chapter 115 Parking and Vehicular Use Areas, making changes to add and clarify language on parking; and

NOW, THEREFORE, BE IT HEREBY ORDAINED by the City Council of the City of Clermont, that Chapter 115 Parking and Vehicular Use Areas of the Clermont Code of Ordinances shall be amended to make changes, as set forth in the following amendments shown in Section 2.

SECTION 1: AUTHORITY

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

SECTION 2.

The Land Development Code of the City of Clermont Code of Ordinances is hereby amended to read as follows:

Sec. 115-14. Table of minimum parking space requirements.

- (a) *Determination for unlisted uses or alternative parking.* If the proposed use is not listed or compatible with a use listed in the table of minimum parking space requirements, the administrative official shall make a determination of the appropriate parking for the proposed use based on the standards and guidelines of the Institute of Transportation Engineers (ITE) or the latest Smart Code published by the Form Based Codes Institute. In reaching the determination, the director may consider and be guided by the requirements for similar uses, the number and kind of vehicles likely to be attracted to the proposed use, parking requirements of such uses in other jurisdictions, special conditions or situations of the proposed use, or a combination of sources.
- (b) *Minimum off-street parking space requirements.* Minimum off-street parking space requirements are as follows:



CITY OF CLERMONT
ORDINANCE NO. 2023-027

<i>Land Use</i>	<i>Minimum Number of Spaces per Indicated Unit</i>	<i>Minimum Number of Spaces per Indicated Unit in the Central Business District</i>	<i>Per Unit of Measure</i>
Single-family	2	1	Per dwelling unit
Multifamily	1.5	1.25	Per one-bedroom unit
Multifamily	2	1.5	Per two-bedroom unit
Multifamily	2.5	2.0	Per three-bedroom unit
Mobile home parks	2	N/A	Per dwelling unit
Churches and funeral homes	1	0.5	Per four permanent seats in the sanctuary or assembly room
Offices and veterinary clinics	1	0.6 0.5	Per 200 square feet of floor space
Hospitals, clinics, ACLFs and nursing homes	1	1	For each four beds
Plus	1	N/A	For each doctor
Plus	1	0.5	For each 4 employees
Roominghouses and boardinghouses	1	0.5	For each bedroom
Nursery schools, childcare centers, kindergartens, or public, vocational and professional schools	1	1	Per 300 square feet of classroom space
Plus	1	0.5	For each staff member
Plus	1	0.5	For each four employees
Wholesale business and personal services	1	0.5	Per 200 square feet of floor space
Retail	1	0.8 0.83	Per 333 square feet of floor space
Theaters, auditoriums and cinemas	1	0.5	For each four seats in the assembly rooms
Hotels, motels and Bed and Breakfast	1	1	For each accommodation
Plus	1	N/A	For each three employees
Restaurants, takeout only	1	0 0.5	Per 100 square feet of gross floor area
Restaurants and lounges	1	0.5	Per 4 seats (including outdoor seating)
Plus	1	0 1	For each four employees
Automotive services and gas stations	4	4	For each service bay or similar facility
Plus	1	0	For each employee
Recreation facilities	1	0.5	Per 200 square feet of floor area devoted to patron use
Golf course	6/1	N/A	Per green/per practice tee
Lodges and clubs	1	0.5	Per 50 square feet of floor space



**CITY OF CLERMONT
ORDINANCE NO. 2023-027**

Light manufacturing	1	1	Per 500 square feet of floor area
or	1	1	For each two employees based on the greatest number of employees at work on the largest shift, whichever is greater
Unmanned utility facilities	1	0	Per 1,000 square feet of floor area, with a minimum of two spaces required
Warehouse/Bulk Storage	1	0.5	Per 1,000 square feet of floor space, with a minimum of two spaces required
Warehouse/Showroom	1	1	Per 1,000 square feet of floor space, with a minimum of two spaces required

~~* A mixed use project is exempt from minimum parking requirements.~~

Note: Planned unit developments shall provide off-street parking based upon the aggregate sum of all proposed uses, discounted for any reduced parking benefit attributable to the unique mix of uses and offsetting peak hour parking demands.

(Code 1998, § 98-14; Code 2008, § 98-14; Ord. No. 281-C, § 1(table 12-1), 11-8-1994; Ord. No. 294-C, § 2, 9-28-1999; Ord. No. 373-C, § 2, 11-24-2009; Ord. No. 2018-28, § 2, 8-28-2018)

SECTION 3: CONFLICT

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

SECTION 4: SEVERABILITY

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

SECTION 5: CODIFICATION

The text of Section 2 of this Ordinance shall be codified as a part of the Clermont City Code. The codifier is authorized to make editorial changes not effecting the substance of this Ordinance by the substitution of "Article" for "Ordinance", "Section" for "Paragraph", or otherwise to take such editorial license.



CITY OF CLERMONT
ORDINANCE NO. 2023-027

SECTION 6: ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR

Regardless of whether such inclusion in the Code as described in Section 5 is accomplished, sections of the Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 7: RECORDING

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

SECTION 8: PUBLICATION AND EFFECTIVE DATE

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



CITY OF CLERMONT
ORDINANCE NO. 2023-027

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County,
Florida on this 26th day of September 2023.



Tracy Ackroyd Howe, MMC
City Clerk

CITY OF CLERMONT

Tim Murry, Mayor

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney



CITY OF CLERMONT
ORDINANCE NO. 2023-027

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE CHAPTER 115 – PARKING AND VEHICULAR USE AREAS; PROVIDING FOR CONFLICT, SEVERABILITY; CODIFICATION; THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERRORS, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

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WHEREAS, the City Council of the City of Clermont shall amend the Land Development Code, Chapter 115 Parking and Vehicular Use Areas, making changes to add and clarify language on parking; and

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CITY OF CLERMONT
ORDINANCE NO. 2023-027

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Mobile home parks	2	N/A	Per dwelling unit
Churches and funeral homes	1	0.5	Per four permanent seats in the sanctuary or assembly room
Offices and veterinary clinics	1	0.6 0.5	Per 200 square feet of floor space
Hospitals, clinics, ACLFs and nursing homes	1	1	For each four beds
Plus	1	N/A	For each doctor
Plus	1	0.5	For each 4 employees
Roominghouses and boardinghouses	1	0.5	For each bedroom
Nursery schools, childcare centers, kindergartens, or public, vocational and professional schools	1	1	Per 300 square feet of classroom space
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Plus	1	N/A	For each three employees
Restaurants, takeout only	1	0 0.5	Per 100 square feet of gross floor area
Restaurants and lounges	1	0.5	Per 4 seats (including outdoor seating)
Plus	1	0 1	For each four employees
Automotive services and gas stations	4	4	For each service bay or similar facility
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**CITY OF CLERMONT
ORDINANCE NO. 2023-027**

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~~* A mixed-use project is exempt from minimum parking requirements.~~

Note: Planned unit developments shall provide off-street parking based upon the aggregate sum of all proposed uses, discounted for any reduced parking benefit attributable to the unique mix of uses and offsetting peak hour parking demands.

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CITY OF CLERMONT
ORDINANCE NO. 2023-027

SECTION 6: ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR

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SECTION 7: RECORDING

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

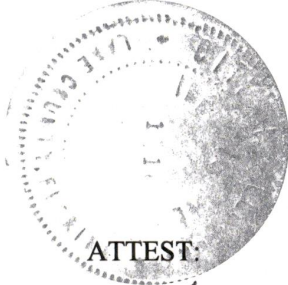
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CITY OF CLERMONT
ORDINANCE NO. 2023-027

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 26th day of September 2023.



Tracy Ackroyd Howe, MMC
City Clerk

CITY OF CLERMONT

Tim Murry, Mayor

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 28, 2025		
Agenda Item Name		
Ordinance No. 2025-004 <i>Final</i> <i>Land Development Code Amendment - C-2 Storage</i>		
Requested Action		
Recommend approval of Ordinance 2025-004		
Staff Report		
City staff has received direction to proceed with processing amendments within the Land Development Code (LDC). Within the C-2 General Commercial District, a residential storage warehouse is allowed as a conditional use. This is under Section 125-337(a)(2). In order to develop a residential storage warehouse within the C-2 General Commercial zoning, City Council must grant a Conditional Use Permit (CUP). The requested amendment would be to remove this use from the C-2 General Commercial District. See snippet of the strikethrough below. Staff supports this requested change. <i>The Planning and Zoning Commission recommended approval 4-2.</i> (2) Residential storage warehouses where storage facility uses are exclusively for storing excess personal property generally stored in residential accessory buildings. This shall not include the storage of manufacturing or commercial products.		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ord 2025-004	Ord 2025-004 C-2 Self Storage (12.19.2024).pdf	
2. 2025-004 Business Impact Estimate	2025-004 Business Impact Estimate.pdf	
3. Legal Ad	2025-004 Legal Ad.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2025-004

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE CHAPTER 125, "ZONING", ARTICLE III "DISTRICTS", DIVISION 11 "C-2 GENERAL COMMERCIAL DISTRICT" SECTION 125-337 "CONDITIONAL USES" PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, pursuant to the provisions of Chapter 163, Florida Statutes, the City of Clermont Planning and Zoning Commission, acting as the Local Planning Agency of the City, has held a public hearing on January 7, 2025, and following such hearing found this Ordinance to be in the best interest of the City of Clermont, and recommended that the City Council adopt this Ordinance; and

WHEREAS, the City Council of the City of Clermont shall amend the Land Development Code, Chapter 125, "Zoning", Article III "Districts", Division 11 "C-2 General Commercial District" Section 125-337 "Conditional Uses"; and

NOW, THEREFORE, BE IT HEREBY ORDAINED by the City Council of the City of Clermont, that Chapter 125, "Zoning", Article III "Districts", Division 11 "C-2 General Commercial District" Section 125-337 "Conditional Uses" of the Clermont Code of Ordinances shall be amended to make changes, as set forth in the following amendments shown in Section 2.

SECTION 1: AUTHORITY

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

SECTION 2:

Chapter 125, "Zoning", Article III "Districts", Division 11 "C-2 General Commercial District" Section 125-337 "Conditional Uses" of the Land Development Code of the City of Clermont is hereby amended to read as follows (note strikethrough indicates removed words and underlined indicates added):

Sec. 125-337. Conditional uses.

(a) Conditional uses in the C-2 district are as follows:

- (1) Manufacturing, provided such manufacturing employs not more than five persons and is incidental, complementary to, and in conjunction with a retail business or service.

~~_(2) Residential storage warehouses where storage facility uses are exclusively for storing excess personal property generally stored in residential accessory buildings. This shall not include the storage of manufacturing or commercial products.~~

- (32) Shopping centers; any group of businesses with shared parking or in which the total land area of the development is ten acres or more.

- (43) Agricultural service operations.
 - (54) Public or semipublic facilities or structures not operated by the city and not listed as a permitted use.
 - (65) Utility facilities; such as electric transformers, gas regulator stations, and so forth.
 - (76) Recreational vehicle parks.
 - (87) Hospitals, clinics, and nursing homes.
 - (98) Automobile and truck repair garages; and painting, welding and body shops.
 - (109) Dwelling units, provided that the requirements of the R-3 zone are met, mobile home parks per article V of this chapter, and planned unit developments per article IV of this chapter.
 - (110) Kennels or veterinary clinics, provided that all animal services and confinement areas; including runs, are in air conditioned and sound-attenuated buildings.
 - (121) Churches, funeral homes and cemeteries.
 - (132) Retail establishments more than 100,000 square feet.
 - (143) Private schools.
 - (154) Bus terminals, major equipment sales, manufactured housing sales, travel trailer and recreational vehicle sales.
 - (165) Bed and breakfast inns.
 - (176) Automobile and truck services, carwashes, and automobile, truck, boat and farm equipment sales.
- (b) In case of uncertainty of the classification of any use, uses may be permitted which; after consideration by the planning and zoning commission and approval of the city council, are not more obnoxious to the district than the uses provided in this section. All conditional uses must be provided per chapter 101, article III, division 3.

SECTION 3: CONFLICT

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

SECTION 4: SEVERABILITY

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



CITY OF CLERMONT
ORDINANCE NO. 2025-004

SECTION 5: CODIFICATION

The text of Section 2 of this Ordinance shall be codified as a part of the Clermont City Code. The codifier is authorized to make editorial changes not effecting the substance of this Ordinance by the substitution of "Article" for "Ordinance", "Section" for "Paragraph", or otherwise to take such editorial license.

SECTION 6: ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR

Regardless of whether such inclusion in the Code as described in Section 5 is accomplished, sections of the Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 7: 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. 2025-004

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 28th day of January, 2025.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Christian W. Waugh, Interim City Attorney



CITY OF CLERMONT
ORDINANCE NO. 2025-004

BUSINESS IMPACT ESTIMATE

TO: Mayor Murry and Council Members
FROM: Planning and Development Services / Curt Henschel
DATE: January 13, 2025
SUBJECT: Ordinance No. 2025-004 – Sec. 125-337 “Conditional Uses”

Section 166.041, *Florida Statutes*, effective July 1, 2023, requires the City prepare (or cause to be prepared) a business impact estimate prior to final consideration of an ordinance, subject to exemptions noted in the Law. The new law requires that the business impact estimate be posted on the City’s website at the time of the published notice of the City Council’s final consideration of the ordinance, or ten (10) days prior to the adoption public hearing, whichever is longer. Ordinance 2025-004 is proposed to be adopted by the City on January 28, 2025, and is subject to this new requirement. Following are the categories required to be addressed for the proposed ordinance based on the new legislation:

1. Summary of proposed Ordinance 2025-004

Land Development Code, Chapter 125, Sec. 125-337 – “Conditional Uses”, to remove residential storage warehouse use from the C-2 General Commercial District.

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

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

There are no direct compliance costs for businesses.

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

There are no new charges or fees on existing businesses.

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

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

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

The proposed ordinance is not expected to impact any existing businesses.

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

No additional information.

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:	Andrea M. Clark
Contact Phone:	
Contact Email:	amclark@clermontfl.org
PO Number:	

Date:	01/02/2025
Order Number:	10914434
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	61.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	01/13/2025 - 01/13/2025	Govt Public Notices
LEE dailycommercial.com	1	01/13/2025 - 01/13/2025	Govt Public Notices

As an incentive for customers, we provide a discount off the total order cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and save!

Total Cash Order Confirmation Amount Due	\$98.38
Tax Amount	\$0.00
Service Fee 3.99%	\$3.93
Cash/Check/ACH Discount	-\$3.93
Payment Amount by Cash/Check/ACH	\$98.38
Payment Amount by Credit Card	\$102.31

Order Confirmation Amount	\$98.38
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Ad Preview

LEGAL NOTICE

On Tuesday, January 28, 2025 at 6:30 PM the Clermont City Council will consider the proposed ordinance to allow for the amendment of the Land Development Regulations, Chapter 125, Section 125-337-Conditional Uses.

ORDINANCE NO. 2025-004
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE CHAPTER 125, "ZONING", ARTICLE III "DISTRICTS", DIVISION 11 "C-2 GENERAL COMMERCIAL DISTRICT" SECTION 125-337 "CONDITIONAL USES", PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

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

This amendment 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
January 13, 2025
10914434 1/13/25



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 28, 2025		
Agenda Item Name		
Ordinance No. 2025-005 <i>Final</i> <i>Land Development Code Amendment - M-1 Storage</i>		
Requested Action		
Recommend approval of Ordinance 2025-005		
Staff Report		
City staff has received direction to proceed with processing amendments within the Land Development Code (LDC). The requested change is to allow a residential storage warehouse within the M-1 Industrial District through a Conditional Use Permit (CUP). This change would occur under Section 125-397 (6). See snippet of the addition below. The requested amendment would add this specific language under this section of the LDC. Staff supports this requested change. <i>The Planning and Zoning Commission recommended approval 4-2.</i> <u>(6) Residential storage warehouses where storage facility uses are exclusively for storing excess personal property generally stored in residential accessory buildings. This shall not include the storage of manufacturing or commercial products.</u>		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ord 2025-005	Ord 2025-005 M-1 Self Storage (12.19.2024).pdf	
2. 2025-005 Business Impact Estimate	2025-005 Business Impact Estimate.pdf	
3. Legal Ad	2025-005 Legal Ad.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2025-005

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE CHAPTER 125, “ZONING”, ARTICLE III “DISTRICTS”, DIVISION 13 “M-1 INDUSTRIAL DISTRICT”, SECTION 125-397 “CONDITIONAL USES” PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, pursuant to the provisions of Chapter 163, Florida Statutes, the City of Clermont Planning and Zoning Commission, acting as the Local Planning Agency of the City, has held a public hearing on January 7, 2025, and following such hearing found this Ordinance to be in the best interest of the City of Clermont, and recommended that the City Council adopt this Ordinance; and

WHEREAS, the City Council of the City of Clermont shall amend the Land Development Code, Chapter 125, “Zoning”, Article III “Districts”, Division 13 “M-1 Industrial District”, Section 125-397 “Conditional Uses”; and

NOW, THEREFORE, BE IT HEREBY ORDAINED by the City Council of the City of Clermont, that Chapter 125, “Zoning”, Article III “Districts”, Division 13 “M-1 Industrial District”, Section 125-397 “Conditional Uses” of the Clermont Code of Ordinances shall be amended to make changes, as set forth in the following amendments shown in Section 2.

SECTION 1: AUTHORITY

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

SECTION 2:

Chapter 125, “Zoning”, Article III “Districts”, Division 13 “M-1 Industrial District”, Section 125-397 “Conditional Uses”; of the Land Development Code of the City of Clermont is hereby amended to read as follows (note strikethrough indicates removed words and underlined indicates added):

Sec. 125-397. Conditional uses.

(a) Conditional uses in the M-1 district are as follows:

- (1) Airports.
- (2) Junkyards.
- (3) Planned unit developments per article IV of this chapter.
- (4) Utility facilities (i.e., electric transformers, gas regulator stations, etc.).
- (5) Adult entertainment establishments.

- (6) Residential storage warehouses where storage facility uses are exclusively for storing excess personal property generally stored in residential accessory buildings. This shall not include the storage of manufacturing or commercial products.
- ~~(67)~~ Conditional uses of the C-2 General Commercial District not specifically listed as a permitted use in the M- 1 light commercial district, provided they meet the regulations of the C-2 district.
- (b) Other manufacturing or wholesale uses not listed as a permitted use may be considered as a conditional use, provided the requirements of chapter 101, article III, division 3, and the following conditions are met:
- (1) The use is so located, site-planned and designed to avoid undue noise, odor, smoke, explosive hazards or any other nuisances or dangers to abutting properties.
 - (2) Adequate waste treatment, roadways and utilities can be provided.
 - (3) All applicable local, state and federal regulations regarding such use can be met.
 - (4) No wholesale or retail establishment may occupy more than 100,000 square feet.
- (c) In case of uncertainty of the classification of any public use, uses may be permitted which, after consideration by the planning and zoning commission and approval of the city council, are not more obnoxious to the district than the uses provided in this section. All conditional uses must be provided per chapter 101, article III, division 3.

SECTION 3: CONFLICT

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

SECTION 4: SEVERABILITY

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

SECTION 5: CODIFICATION

The text of Section 2 of this Ordinance shall be codified as a part of the Clermont City Code. The codifier is authorized to make editorial changes not effecting the substance of this Ordinance by the substitution of "Article" for "Ordinance", "Section" for "Paragraph", or otherwise to take such editorial license.



CITY OF CLERMONT
ORDINANCE NO. 2025-005

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. 2025-005

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 28th day of January, 2025.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Christian W. Waugh, Interim City Attorney



CITY OF CLERMONT
ORDINANCE NO. 2025-005

BUSINESS IMPACT ESTIMATE

TO: Mayor Murry and Council Members
FROM: Planning and Development Services / Curt Henschel
DATE: January 13, 2025
SUBJECT: Ordinance No. 2025-005 – Sec. 125-397 “Conditional Uses”

Section 166.041, *Florida Statutes*, effective July 1, 2023, requires the City prepare (or cause to be prepared) a business impact estimate prior to final consideration of an ordinance, subject to exemptions noted in the Law. The new law requires that the business impact estimate be posted on the City’s website at the time of the published notice of the City Council’s final consideration of the ordinance, or ten (10) days prior to the adoption public hearing, whichever is longer. Ordinance 2025-005 is proposed to be adopted by the City on January 28, 2025, and is subject to this new requirement. Following are the categories required to be addressed for the proposed ordinance based on the new legislation:

1. Summary of proposed Ordinance 2025-005.

Land Development Code, Chapter 125, Sec. 125-397 – “Conditional Uses”, to allow residential storage warehouse use within the M-1 Industrial District through a Conditional Use Permit (CUP).

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

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

There are no direct compliance costs for businesses.

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

There are no new charges or fees on existing businesses.

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

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

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

The proposed ordinance is not expected to impact any existing businesses.

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

No additional information.

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:	Andrea M. Clark
Contact Phone:	
Contact Email:	amclark@clermontfl.org
PO Number:	

Date:	01/02/2025
Order Number:	10914558
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	60.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	01/13/2025 - 01/13/2025	Govt Public Notices
LEE dailycommercial.com	1	01/13/2025 - 01/13/2025	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	\$96.80
Tax Amount	\$0.00
Service Fee 3.99%	\$3.86
Cash/Check/ACH Discount	-\$3.86
Payment Amount by Cash/Check/ACH	\$96.80
Payment Amount by Credit Card	\$100.66

Order Confirmation Amount	\$96.80
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Ad Preview

LEGAL NOTICE

On Tuesday, January 28, 2025 at 6:30 PM the Clermont City Council will consider the proposed ordinance to allow for the amendment of the Land Development Regulations, Chapter 125, Section 125-397-Conditional Uses.

ORDINANCE NO. 2025-005

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE CHAPTER 125, "ZONING", ARTICLE III "DISTRICTS", DIVISION 13 "M-1 INDUSTRIAL DISTRICT" SECTION 125-397 "CONDITIONAL USES", PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

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

This amendment 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
January 13, 2025
10914558



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 28, 2025		
Agenda Item Name		
Ordinance No. 2025-006 <i>Final</i> <i>Land Development Code Amendment - Time Limit for Commencing Construction</i>		
Requested Action		
Recommend approval of Ordinance 2025-006		
Staff Report		
City staff has received direction to proceed with processing amendments within the Land Development Code (LDC). Under the current Land Development Regulations, the time limit to start construction has been ambiguous without a definitive, measurable task. The addition of language that documents an inspection within the building permit process captures progress with a measurable date. Language is being added to state "physical construction" would at a minimum, include a completed and approved footer inspection. This is a realistic time period within the two years of a development order to move a project forward. See snippet below with the underlining of the additional language. Staff supports this requested change. <i>The Planning and Zoning Commission recommended approval 6-0.</i> Sec. 101-216. Time limit for commencing construction. When any conditional use permit is granted, physical construction, including items required to meet adopted levels of concurrency, must begin within the timeframe established in the conditional use permit, which may not exceed two years. Such timeframe shall begin the date the conditional use permit is signed and executed by the permittee. For purposes of this section, the term "physical construction" shall mean the commencement and continuous prosecution of construction of required improvements ultimately finalized at completion. <u>At a minimum, the footer inspection shall be completed and approved.</u>		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ord 2025-006	Ord 2025-006 Time Commencing (12.19.2024).pdf	
2. 2025-006 Business Impact Estimate	2025-006 Business Impact Estimate.pdf	
3. Legal Ad	2025-006 Legal Ad.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2025-006

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE CHAPTER 101, “GENERAL AND ADMINISTRATIVE PROVISIONS”, ARTICLE III “ORDERS AND PERMITS”, DIVISION 3 “CONDITIONAL USE PERMITS”, SECTION 101-216 “TIME LIMIT FOR COMMENCING CONSTRUCTION”, PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, pursuant to the provisions of Chapter 163, Florida Statutes, the City of Clermont Planning and Zoning Commission, acting as the Local Planning Agency of the City, has held a public hearing on January 7, 2025, and following such hearing found this Ordinance to be in the best interest of the City of Clermont, and recommended that the City Council adopt this Ordinance; and

WHEREAS, the City Council of the City of Clermont shall amend the Land Development Code, Chapter 101, “General and Administrative Provisions”, Article III “Orders and Permits”, Division 3 “Conditional Use Permits”, Section 101-216 “Time Limit for Commencing Construction”; and

NOW, THEREFORE, BE IT HEREBY ORDAINED by the City Council of the City of Clermont, that Chapter 101, “General and Administrative Provisions”, Article III “Orders and Permits”, Division 3 “Conditional Use Permits”, Section 101-216 “Time Limit for Commencing Construction” of the Clermont Code of Ordinances shall be amended to make changes, as set forth in the following amendments shown in Section 2.

SECTION 1: AUTHORITY

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

SECTION 2:

Chapter 101, “General and Administrative Provisions”, Article III “Orders and Permits”, Division 3 “Conditional Use Permits”, Section 101-216 “Time Limit for Commencing Construction” of the Land Development Code of the City of Clermont is hereby amended to read as follows (note strikethrough indicates removed words and underlined indicates added):

Sec. 101-216. Time limit for commencing construction.

When any conditional use permit is granted, physical construction, including items required to meet adopted levels of concurrency, must begin within the timeframe established in the conditional use permit, which may not exceed two years. Such timeframe shall begin the date the conditional use permit is signed and executed by the permittee. For purposes of this section, the term "physical construction" shall mean the commencement and continuous prosecution of construction of required improvements ultimately finalized at completion. At a minimum, the footer inspection shall be completed and approved.

SECTION 3: CONFLICT

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

SECTION 4: SEVERABILITY

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

SECTION 5: CODIFICATION

The text of Section 2 of this Ordinance shall be codified as a part of the Clermont City Code. The codifier is authorized to make editorial changes not effecting the substance of this Ordinance by the substitution of "Article" for "Ordinance", "Section" for "Paragraph", or otherwise to take such editorial license.

SECTION 6: ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR

Regardless of whether such inclusion in the Code as described in Section 5 is accomplished, sections of the Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 7: 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. 2025-006

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 28th day of January, 2025.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Christian W. Waugh, Interim City Attorney



CITY OF CLERMONT
ORDINANCE NO. 2025-006

BUSINESS IMPACT ESTIMATE

TO: Mayor Murry and Council Members
FROM: Planning and Development Services / Curt Henschel
DATE: January 13, 2025
SUBJECT: Ordinance No. 2025-006 – Sec. 101-216 Time Limit for Commencing Construction

Section 166.041, *Florida Statutes*, effective July 1, 2023, requires the City prepare (or cause to be prepared) a business impact estimate prior to final consideration of an ordinance, subject to exemptions noted in the Law. The new law requires that the business impact estimate be posted on the City's website at the time of the published notice of the City Council's final consideration of the ordinance, or ten (10) days prior to the adoption public hearing, whichever is longer. Ordinance 2025-006 is proposed to be adopted by the City on January 28, 2025, and is subject to this new requirement. Following are the categories required to be addressed for the proposed ordinance based on the new legislation:

1. Summary of proposed Ordinance 2025-006.

Land Development Code, Chapter 101, Sec. 101-216 – "Time Limit for Commencing Construction", to add language clarifying a minimum timeline for physical construction to begin within the timeframe established in the conditional use permit, which may not exceed two years, unless extended by City Council. Such timeframe shall begin the date the conditional use permit is signed and executed by the permittee. For purposes of this section, the term "physical construction" shall mean the commencement and continuous prosecution of construction of required improvements ultimately finalized at completion. **At a minimum, the footer inspection shall be completed and approved.**

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

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

City staff has not identified any direct cost to businesses associated with the proposed ordinance.

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

There are no new charges or fees on existing businesses.

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

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

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

The proposed ordinance is not expected to impact any existing businesses.

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

No additional information.

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:	Andrea M. Clark
Contact Phone:	
Contact Email:	amclark@clermontfl.org
PO Number:	

Date:	01/02/2025
Order Number:	10914581
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	64.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	01/13/2025 - 01/13/2025	Govt Public Notices
LEE dailycommercial.com	1	01/13/2025 - 01/13/2025	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	\$103.12
Tax Amount	\$0.00
Service Fee 3.99%	\$4.11
Cash/Check/ACH Discount	-\$4.11
Payment Amount by Cash/Check/ACH	\$103.12
Payment Amount by Credit Card	\$107.23

Order Confirmation Amount	\$103.12
----------------------------------	-----------------

Ad Preview

LEGAL NOTICE

On Tuesday, January 28, 2025 at 6:30 PM the Clermont City Council will consider the proposed ordinance to allow for the amendment of the Land Development Regulations, Chapter 101, Section 101-216-Time Limit for Commencing Construction.

ORDINANCE NO. 2025-006
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE CHAPTER 101, "GENERAL AND ADMINISTRATIVE PROVISIONS", ARTICLE III "ORDERS AND PERMITS", DIVISION 3 "CONDITIONAL USE PERMITS", SECTION 101-216 "TIME LIMIT FOR COMMENCING CONSTRUCTION", PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

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

This amendment 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
January 13, 2025
10914581 1/13/25



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 28, 2025		
Agenda Item Name		
Ordinance No. 2025-007 <i>Final BTR</i>		
Requested Action		
Staff Report		
Staff has received a request from Interim City Manager Van Wagner to repeal Business Tax Receipts (BTR's).		
Additional Analysis		
Fiscal Impact Summary		
General Fund - FY 2025 Budgeted Revenue \$135,000		
General Fund - FY 2025 Budgeted Expenses (Personnel) \$100,000		
Program expenses are primarily an allocation of personnel costs from the staff in the Building Services department. If the program is repealed, expenses would be reallocated back to the Building Services Fund (110).		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. MEMO re Ordinance No. 2025-003 - Repealing BTR	MEMO re Ordinance No. 2025-003 - Repealing BTR.pdf	
2. Ord 2025-007 BTR (01.06.2025)	Ord 2025-007 BTR (01.06.2025).pdf	
3. 2025-007 Business Impact Estimate	2025-007 Business Impact Estimate.pdf	
4. 2025-007 Legal Ad BTR_10924715	2025-007 Legal Ad BTR_10924715.pdf	

WAUGH PLLC

ATTORNEYS AT LAW

PHONE: 321-800-6008
FAX: 844-206-0245
WAUGH.LEGAL

CHRISTIAN W. WAUGH[^]
AVERY L. DYEN
TIFFANY WOLF
REBA ABRAHAM PEARCE[~]
EMAIL: CWAUGH@WAUGH.LEGAL

[^]BOARD CERTIFIED IN REAL ESTATE LAW
[~]OF COUNSEL

January 4, 2025

City of Clermont City Council
Interim City Manager

RE: REPEAL OF BUSINESS TAX RECEIPTS

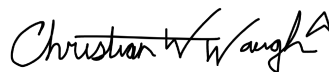
Dear City Council and City Manager:

I was informed on Friday, January 3, 2025 that the City Council would like to repeal the City's Business Tax. Drafting an ordinance to repeal it is simple and I am delivering an ordinance that would do that as the same time as I am delivering this memo. Should you decide to move forward with the repeal of the Business Tax, which many cities and counties have recently been doing across Florida, then there are two other things for you to consider.

First, many other provisions of the City Code reference business tax receipts. For example, Section 36-82 requires them separately for *megacycles*, Sections 8-65, 10-49, 32-143, 105-22 refer to them as potentially required for various businesses, operations, and permits. The list goes on. I believe that in the interest of keeping the Code consistent, you should direct my office to amend all related sections to remove mention of the business tax. Finally, on this part, I would only say that I am not concerned if you repeal the business tax requirement in its entirety without first amending all the related provisions. A requirement to pay a business tax that does not exist is not, legally, a requirement at all and this should not impede City business.

Second, if and when you would desire to bring a business tax back to the Clermont, you would be required to establish an equity study commission, and thereafter, based on the recommendations of said commission, enact new classifications and rate structures for businesses, professions, and occupations within the City per §205.0535, Fla. Stat. This would be a lot of work and cost to re-impose the tax.

I am always available should you have questions or concerns.



Christian W. Waugh
Interim City Attorney

Orlando office
201 E. Pine Street, Ste. 315
Orlando, FL 32801
(Primary Office)

Miami office
2828 Coral Way, Ste. 303
Miami, FL 33145
(By Appointment Only)

The Villages office
561 Fieldcrest Drive
The Villages, FL 32162
(By Appointment Only)

Dallas office
325 North St. Paul St Ste
3100, #1478
Dallas, TX 75201
(By Appointment Only)



CITY OF CLERMONT
ORDINANCE NO. 2025-007

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, FLORIDA, REPEALING IN ITS ENTIRETY SECTIONS 34-126 THROUGH 34-140 OF ARTICLE IV OF CHAPTER 34 OF THE CITY CODE REGARDING BUSINESS TAX RECEIPTS AND PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Clermont, Florida is a duly constituted Florida municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, pursuant to the authority contained in §205.043, Fla. Stat., the City Council enacted and codified provisions in Chapter 34 of the City Code authorizing the levy of a business tax; and

WHEREAS, pursuant to §205.0535(5), Fla. Stat., the City Council may by ordinance repeal the business tax it originally promulgated; and

WHEREAS, the City Council has determined that it is appropriate to eliminate business taxes in the City and to repeal in its entirety Article IV of Chapter 34 of the City Code entitled “Local Business Tax.”

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Clermont that:

SECTION 1: RECITALS

The whereas clauses are incorporated herein as true and correct and as the findings of the City Council.

SECTION 2: REPEAL

Sections 34-126 through 34-140 of Article IV of Chapter 34 of the City Code, entitled Local Business Tax, are hereby repealed in their entirety.

SECTION 3: CONFLICT

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



CITY OF CLERMONT
ORDINANCE NO. 2025-007

SECTION 4: SEVERABILITY

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

SECTION 5: CODIFICATION

The text of Section 2 of this Ordinance shall be codified as a part of the Clermont City Code. The codifier is authorized to make editorial changes not effecting the substance of this Ordinance by the substitution of "Article" for "Ordinance", "Section" for "Paragraph", or otherwise to take such editorial license.

SECTION 6: ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR

Regardless of whether such inclusion in the Code as described in Section 5 is accomplished, sections of the Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 7: 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. 2025-007

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 28th day of January 2025.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

APPROVED AS TO FORM AND LEGALITY:

Christian W. Waugh, Interim City Attorney



CITY OF CLERMONT
ORDINANCE NO. 2025-007

BUSINESS IMPACT ESTIMATE

TO: Mayor Murry and Council Members
FROM: Planning and Development Services
DATE: January 17, 2025
SUBJECT: Ordinance No. 2025-007 – Repeal of Business Tax Receipts

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

Ordinance 2025-007 is proposed to be adopted by City Council on January 28, 2025, and is subject to this new requirement. Following are the categories required to be addressed for the proposed ordinance based on the new legislation:

1. Summary of proposed Ordinance 2025-007.

Code of Ordinances; Repealing in its Entirety Sections 34-126 through 34-140 of Article IV of Chapter 34 of the City Code Regarding Business Tax Receipts.

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

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

City staff has not identified any direct cost to businesses associated with the proposed ordinance.

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

There are no new charges or fees on existing businesses.

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

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

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

The proposed ordinance may impact approximately 2,000 businesses within the City of Clermont.

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

The proposed ordinance will impact the City General Fund FY 2025 Revenue by \$135,000.

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:	Andrea M. Clark
Contact Phone:	
Contact Email:	amclark@clermontfl.org
PO Number:	

Date:	01/07/2025
Order Number:	10924715
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	01/13/2025 - 01/13/2025	Govt Public Notices
LEE dailycommercial.com	1	01/13/2025 - 01/13/2025	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	\$97.96
Tax Amount	\$0.00
Service Fee 3.99%	\$3.91
Cash/Check/ACH Discount	-\$3.91
Payment Amount by Cash/Check/ACH	\$97.96
Payment Amount by Credit Card	\$101.87

Order Confirmation Amount	\$97.96
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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, January 28, 2025 at 6:30 PM for the final reading and ordinance adoption.

ORDINANCE NO. 2025-007

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, FLORIDA, REPEALING IN ITS ENTIRETY SECTIONS 34-126 THROUGH 34-140 OF ARTICLE IV OF CHAPTER 34 OF THE CITY CODE REGARDING BUSINESS TAX RECEIPTS AND 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
January 13, 2025
10924715 1/13/2025



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, January 28, 2025		
Agenda Item Name		
Resolution No. 2025-001R <i>Lakes of Clermont Health and Rehabilitation Center CUP</i>		
Requested Action		
Recommend approval of Resolution No. 2025-001R		
Staff Report		
The applicant is requesting to amend a Conditional Use Permit (2017-50), to allow for a 14,350 square foot building addition that will provide a 40- Bed expansion for the existing health and rehabilitation center located at 1775 Hooks Street. The subject parcel is located at the southwest corner of Citrus Tower Boulevard and Hooks Street. The property zoning is C-2 General Commercial with a Commercial Future Land Use designation. City Code Section, 125-337, allows nursing homes and rehabilitation medical facilities with an approved Conditional Use Permit. The existing facility is 61,058 square foot and the 14,350 square foot addition will make the new total building area 75,408 square feet. The proposed addition will allow for a 40-bed expansion for the site. The facility is designed to operate 24 hours a day while patients recover from their operations or injuries. The medical staff is trained to facilitate medical services and therapy programs such as specialized orthopedic, cardiac, and stroke rehabilitation services. A patient's typical stay may last from 20 to 30 days at the facility, and this will not be considered a permanent housing facility. Other programs offered by the facility will include wound care programs, pain management, fall reduction programs, and dietitian services. The applicant has also submitted a request to allow for an Exemption from a Tier 1 Traffic Impact Analysis Study; the trip generation report dated September 5, 2024, which is based on the proposed 40-bed expansion that is anticipated to generate 122 new daily trips, 6 new trips during the AM peak hour (4 in and 2 out) and 6 new trips during the PM peak hours (2 in and 4 out). The building expansion will be required to comply with all land development regulations, which includes any additional parking spaces required for the proposed building expansion. Staff has reviewed the application and finds 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 as specified. Therefore, staff recommends <u>approval</u> of the request to allow for the Conditional Use Permit amendment for a 14,350 square foot addition to provide for a 40-bed expansion at the existing skilled nursing facility with up to 78,000 maximum square feet of building space in the C-2 zoning district with the conditions contained in Resolution 2025-001R. <i>The Planning and Zoning Commission recommended approval 4-2.</i>		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	2025-001R	2025-001R CUP Lakes of Clermont (12.02.2025).pdf
2.	LOCATION MAP	LOCATION MAP.pdf
3.	PROPOSED SITE PLAN	04 CONDITIONAL USE SITE PLAN.pdf
4.	TIA Exemption	14 Lakes of Clermont_TIA Exemption.pdf
5.	Exterior Elevations	Exterior Elevations.pdf

6.	Application	01 CUP Application - Executed.pdf
7.	2025-001R Legal Ad CC	2025-001R Legal Ad CC.pdf



CITY OF CLERMONT
RESOLUTION NO. 2025-001R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING AN AMENDMENT TO A CONDITIONAL USE PERMIT TO ALLOW FOR A BUILDING ADDITION FOR THE EXISTING HEALTH AND REHABILITATION FACILITY 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 January 7, 2024 recommended approval to amend the Conditional Use Permit (Resolution 2017-50), to allow for a 14,350 square feet building addition at the existing health and rehabilitation facility that will increase the total building area up to 78,000 maximum combined total building square footage to allow for a 40-bed addition at the existing facility, at the following location:

LOCATION:

**Lakes of Clermont Health and Rehabilitation Facility
1775 Hooks Street, Clermont, FL
Located at the southwest corner of Citrus Tower Boulevard
and Hooks Street
(Alternate Key 1017637)**

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 amendment to Resolution 2017-50 is to allow for the construction of up to 14,350 square feet building addition at the existing health and rehabilitation facility which will increase the total building area up to the maximum 78,000 building square footage to allow a 40-bed increase at the existing facility in the C-2 General Commercial zoning district, be granted subject to the following conditions:



CITY OF CLERMONT
RESOLUTION NO. 2025-001R

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. The property shall be developed in substantial accordance with the conceptual site plan dated August 2024 prepared by Kimley Horn Engineering. Formal construction plans incorporating all conditions stated in this permit shall be submitted for review and approval by the Site Review Committee prior to the issuance of a zoning clearance of other development permits. The conceptual site plans submitted with the Conditional Use Permit application are not the approved construction plans.
3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.
4. The 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.
5. 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.
6. This permit shall become null and void if substantial construction work has not begun within two (2) years of the date that this Conditional Use Permit is executed and signed by the permittee. "Substantial construction work" means the commencement and continuous prosecution of construction of required improvements ultimately finalized at completion.
7. The structure shall be inspected by the Fire Marshall for life safety requirements. All requirements must be met prior to any Certificate of Occupancy being issued.
8. 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.
9. The final Certificate of Occupancy shall not be issued until each of the stated conditions has been met.



CITY OF CLERMONT
RESOLUTION NO. 2025-001R

10. No business can occupy any portion of a building unless the proposed business has applied for and obtained a Local Business Tax Receipt from the Planning & Zoning Department.
11. 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.

SECTION 2: LAND USE AND SITE DEVELOPMENT

1. This Conditional Use Permit (CUP) amendment to Resolution 2017-50 is to allow for a 14,350 square foot building addition to the existing health and rehabilitation nursing facility. The total combined building area shall not exceed the 78,000 maximum total building square footage for the facility.
2. The City's Site Review Committee must approve the site plan prior to the construction plan approval.
3. The applicant/owner must coordinate with the Lake County School District for capacity review and requirements pertaining to schools, and in conformance with City Code, prior to issuance of any building permits.
4. Detailed grading, erosion control, and dust abatement plans for the entire site shall be submitted to and approved by the Site Review Committee prior to construction plan approval and the initiation of development activity. The dust abatement plan shall detail measures to be taken to eliminate the migration of dust particles from the site.
5. The Landscape design for all parking areas, buffers, and rights-of-way, pedestrian ways and focal points shall be unified and complimentary to the ambiance of the center. All landscape plans shall meet or exceed the City of Clermont Codes.
6. All building structures and additions shall be designed to provide the same or similar design features and elements as the existing facility to create a uniform building ambiance that complies with the Architectural Design Standards of the City of Clermont.
7. All fencing within public view shall be ornamental metal or brick, as approved by the Site Review Committee.

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. 2025-001R

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. 2025-001R

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 28th day of January, 2025.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Christian W. Waugh, Interim City Attorney

Conceptual Site Plan

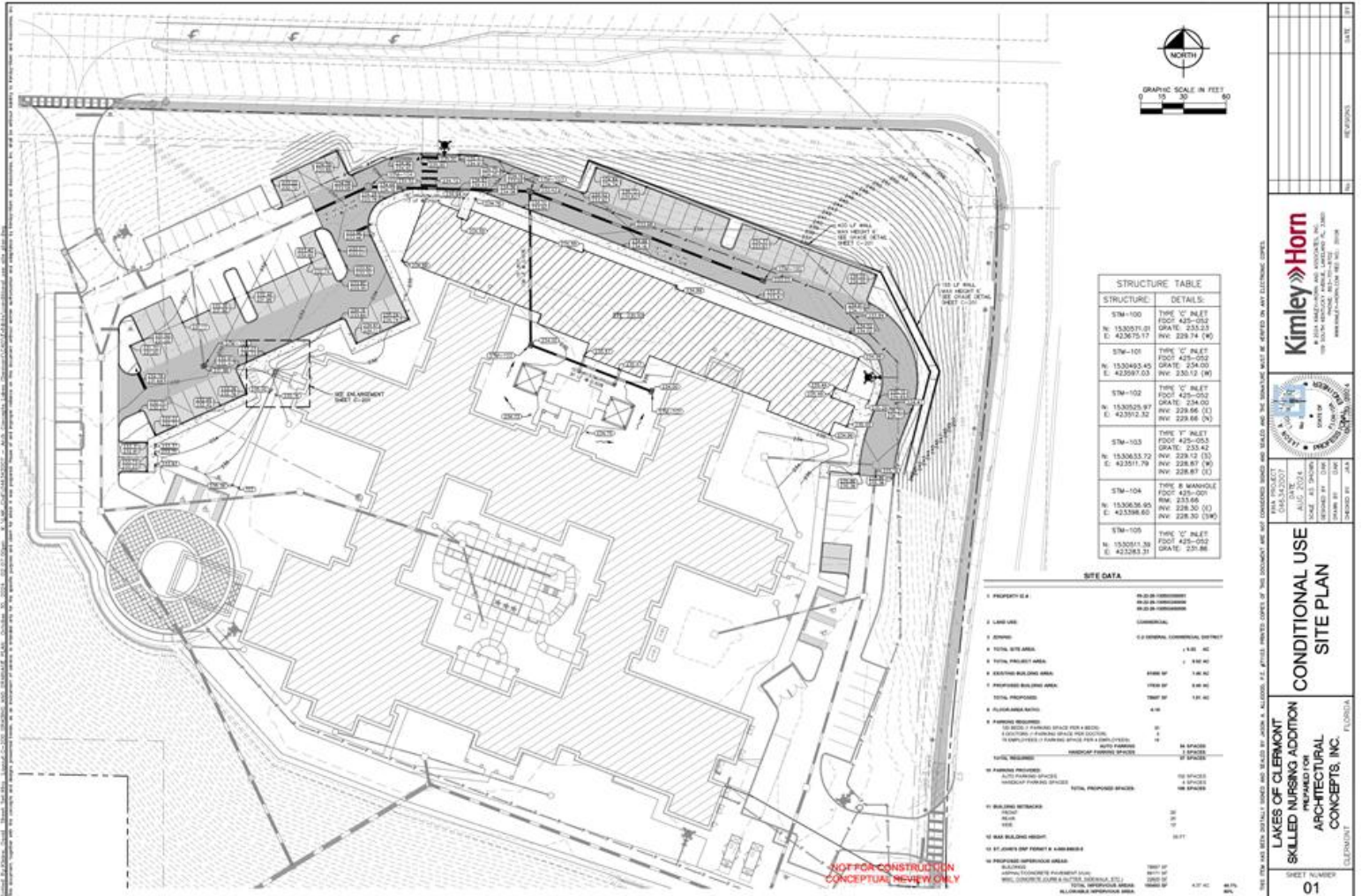


Exhibit B – Existing Building Elevations

OVERALL SOUTH ELEVATION
SCALE 1/8" = 1'-0"

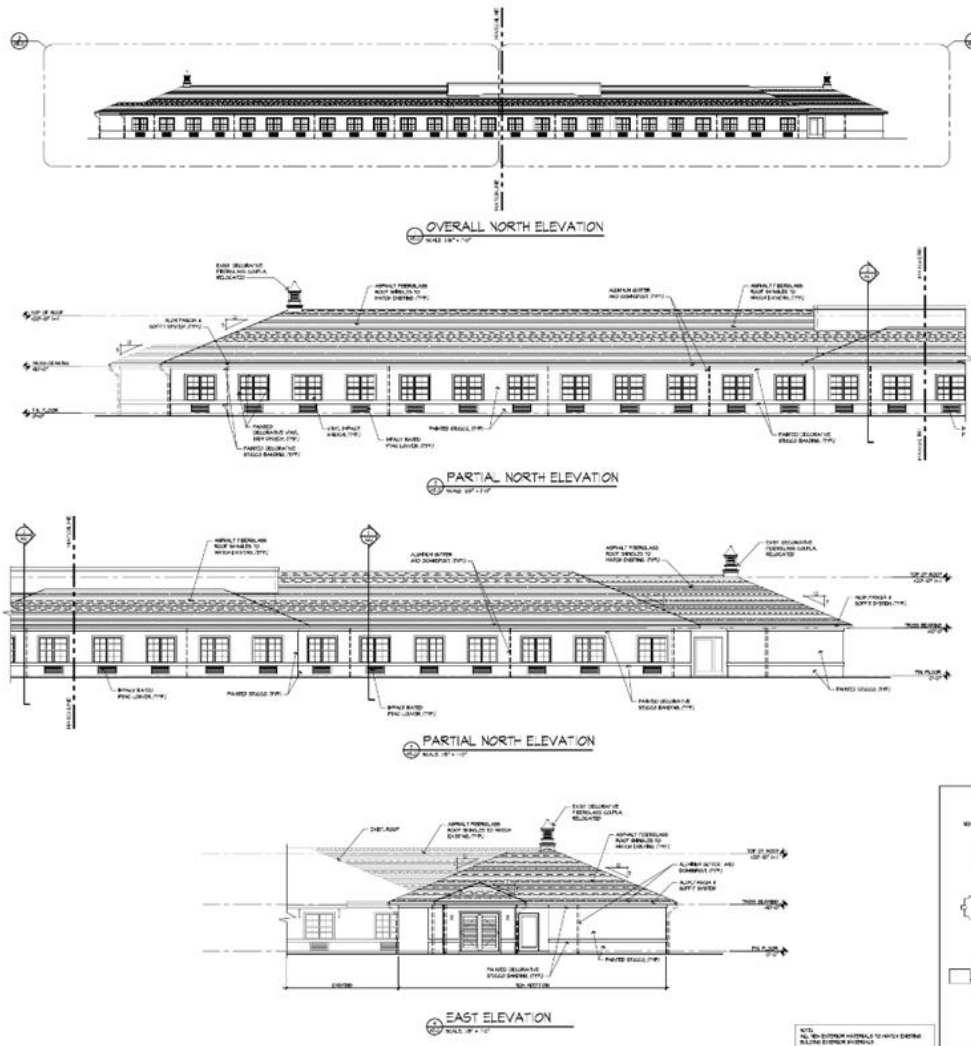


SOUTH ELEVATION
SCALE 1/8" = 1'-0"



SOUTH ELEVATION
SCALE 1/8" = 1'-0"

Proposed Building Elevations



ARCHITECTURAL CONCEPTS

KENNETH L. MOORE
Professional Engineer
State of Florida
No. 12543

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE DESIGN AND PREPARED DRAWINGS, SPECIFICATIONS AND THE APPLICABLE PROVISIONS OF THE FLORIDA BUILDING CODE, AS AMENDED BY THE LOCAL ORDINANCES IN CONNECTION WITH THIS DESIGN.

TL
Management

PROPOSED:
LAKE OF CLERMONT
HEALTH AND REHABILITATION CENTER - 40 BED ADDITION
1775 Hooks Street
Clermont, FL

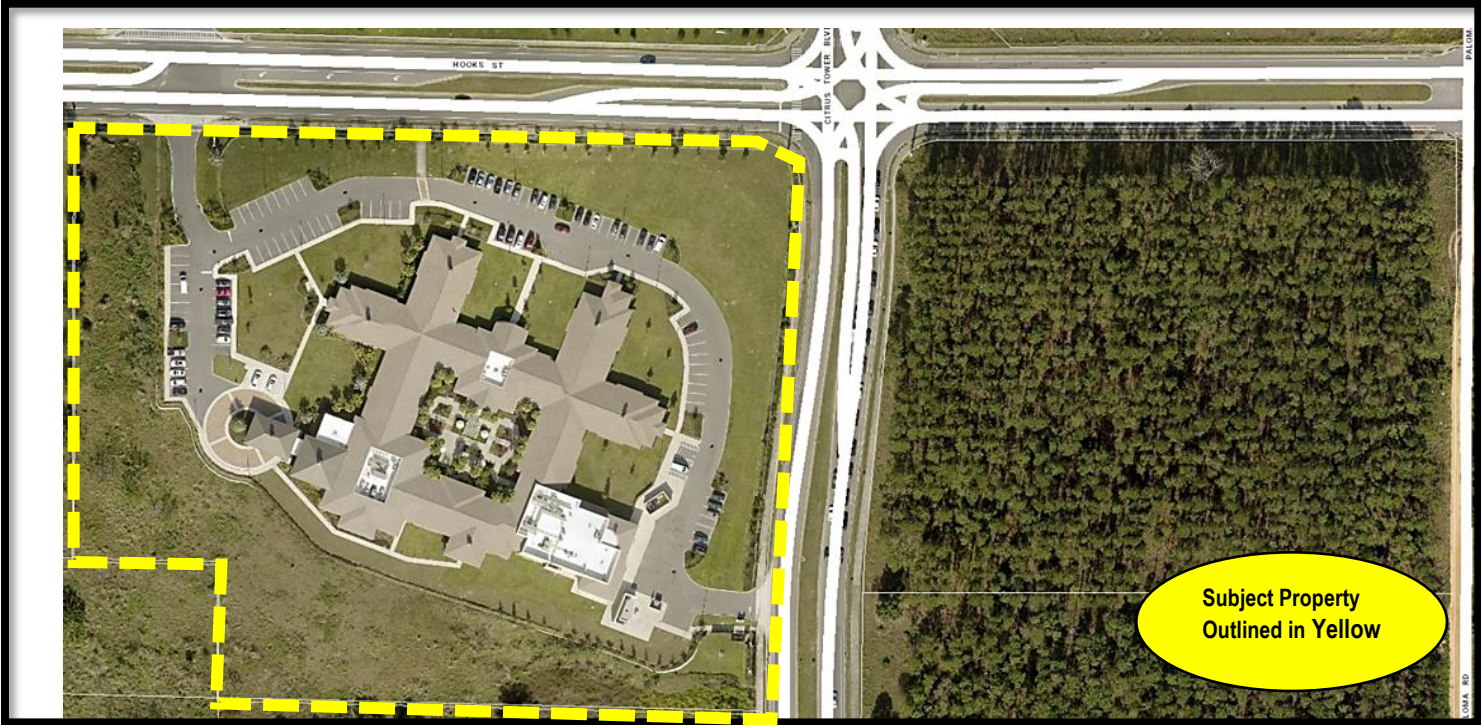
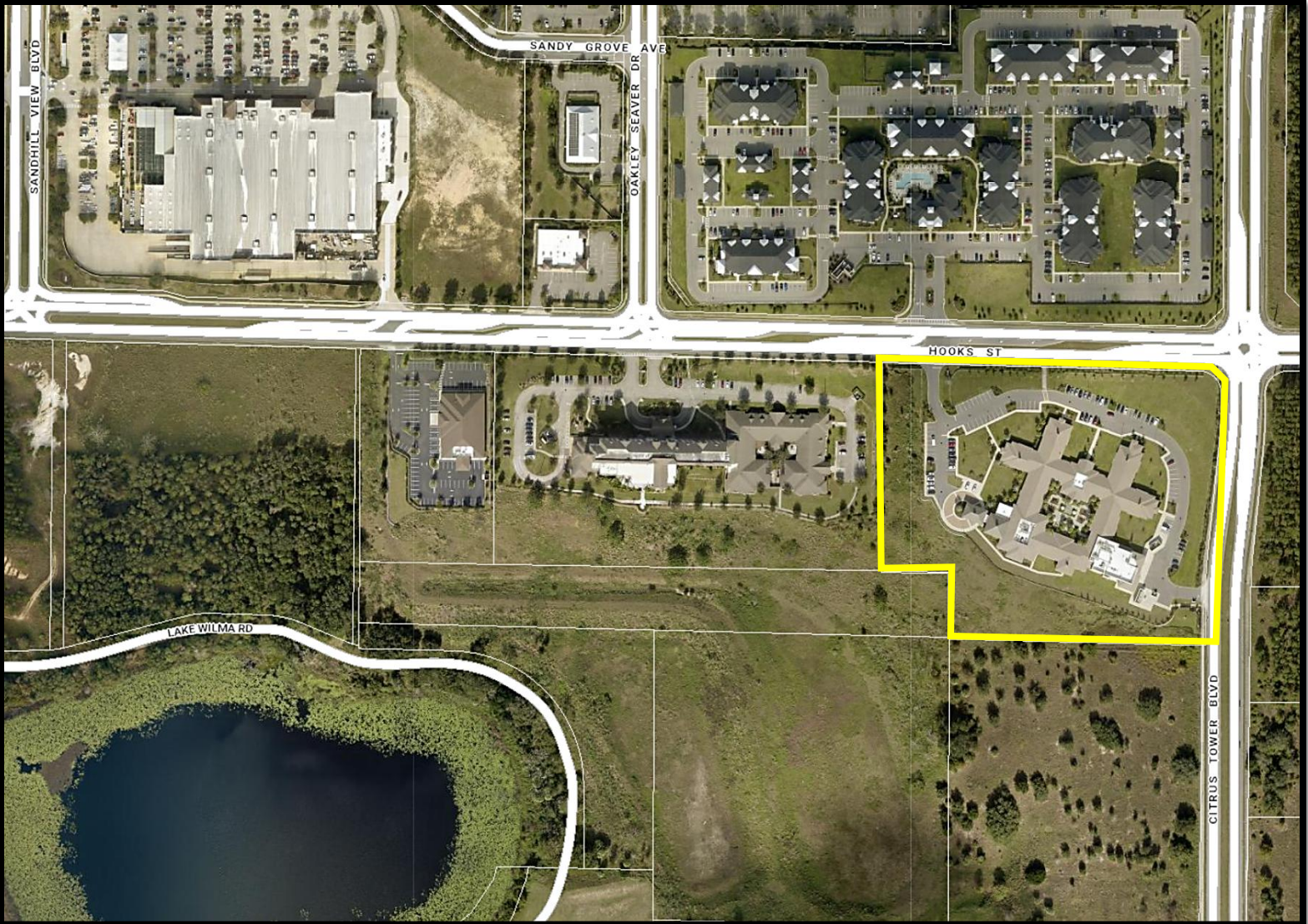
DO NOT SCALE PRINTS
THIS DOCUMENT IS FOR INFORMATION PURPOSES ONLY. IT IS NOT TO BE USED FOR CONSTRUCTION. ANY CHANGES TO THE DESIGN SHALL BE MADE BY THE ARCHITECT. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE DESIGN AND THE APPLICABLE PROVISIONS OF THE FLORIDA BUILDING CODE, AS AMENDED BY THE LOCAL ORDINANCES IN CONNECTION WITH THIS DESIGN.

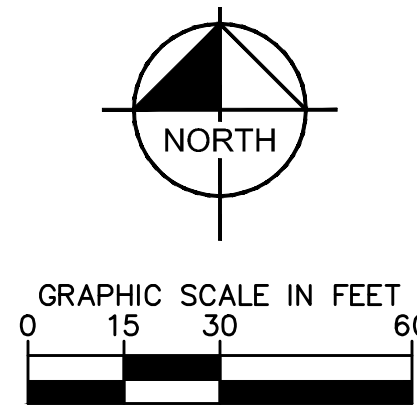
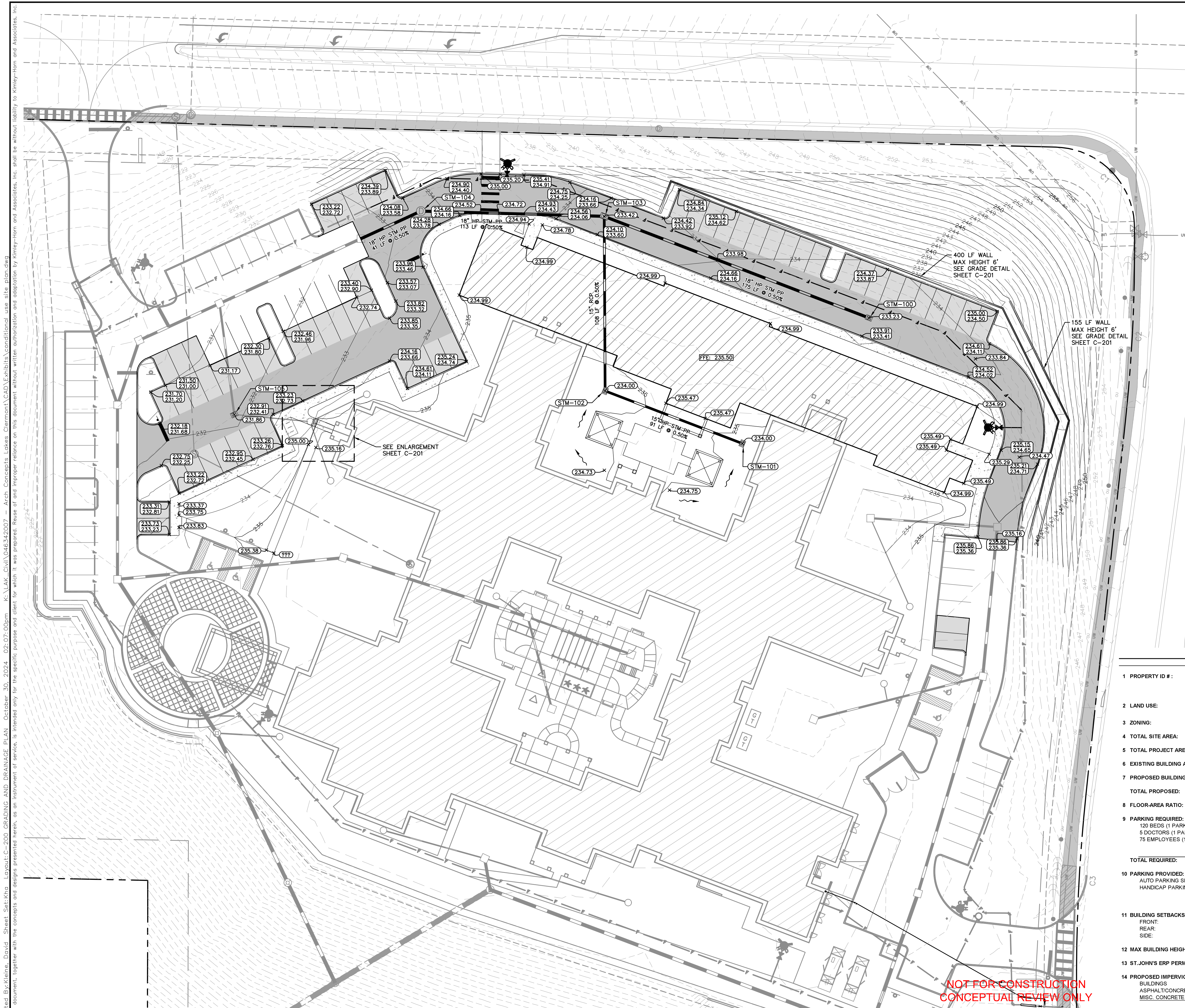
TITLE	DATE
CONSTRUCTION	06/10/2024
REVISIONS	06/10/2024
FOR CONSTRUCTION	06/10/2024

KEY PLAN

PROJECT NO. 2024-001
SCALE AS SHOWN
DATE 06/10/2024
PROJECT NO. 2024-001
SCALE AS SHOWN
DATE 06/10/2024

LOCATION MAP





STRUCTURE TABLE	
STRUCTURE:	DETAILS:
STM-100 N: 1530571.01 E: 423675.17	TYPE 'C' INLET FDOT 425-052 GRATE: 233.23 INV: 229.74 (W)
STM-101 N: 1530493.45 E: 423597.03	TYPE 'C' INLET FDOT 425-052 GRATE: 234.00 INV: 230.12 (W)
STM-102 N: 1530525.97 E: 423512.32	TYPE 'C' INLET FDOT 425-052 GRATE: 234.00 INV: 229.66 (E) INV: 229.66 (N)
STM-103 N: 1530633.72 E: 423511.79	TYPE 'F' INLET FDOT 425-053 GRATE: 233.42 INV: 229.12 (S) INV: 228.87 (W) INV: 228.87 (E)
STM-104 N: 1530636.95 E: 423398.60	TYPE 8 MANHOLE FDOT 425-001 RIM: 233.66 INV: 228.30 (E) INV: 228.30 (SW)
STM-105 N: 1530511.39 E: 423283.31	TYPE 'C' INLET FDOT 425-052 GRATE: 231.86

SITE DATA			
1	PROPERTY ID #:	09-22-26-130503300001 09-22-26-130503300000 09-22-26-130503400000	
2	LAND USE:	COMMERCIAL	
3	ZONING:	C-2 GENERAL COMMERCIAL DISTRICT	
4	TOTAL SITE AREA:		± 9.92 AC
5	TOTAL PROJECT AREA:		± 9.92 AC
6	EXISTING BUILDING AREA:	61058 SF	1.40 AC
7	PROPOSED BUILDING AREA:	17639 SF	0.40 AC
	TOTAL PROPOSED:	78697 SF	1.81 AC
8	FLOOR-AREA RATIO:	0.18	
9	PARKING REQUIRED:		
	120 BEDS (1 PARKING SPACE PER 4 BEDS)	30	
	5 DOCTORS (1 PARKING SPACE PER DOCTOR)	5	
	75 EMPLOYEES (1 PARKING SPACE PER 4 EMPLOYEES)	19	
	AUTO PARKING		54 SPACES
	HANDICAP PARKING SPACES		3 SPACES
	TOTAL REQUIRED:		57 SPACES
10	PARKING PROVIDED:		
	AUTO PARKING SPACES		102 SPACES
	HANDICAP PARKING SPACES		4 SPACES
	TOTAL PROVIDED SPACES:		106 SPACES
11	BUILDING SETBACKS:		
	FRONT:	25'	
	REAR:	25'	
	SIDE:	12'	
12	MAX BUILDING HEIGHT:		55 FT
13	ST.JOHN'S ERP PERMIT #: 4-069-99835-5		
14	PROPOSED IMPERVIOUS AREAS:		
	BUILDINGS	78697 SF	
	ASPHALT/CONCRETE PAVEMENT (VUA)	89171 SF	
	MISC. CONCRETE (CURB & GUTTER, SIDEWALK, ETC.)	23225 SF	
	TOTAL IMPERVIOUS AREAS:	190493 SF	4.37 AC
	ALLOWABLE IMPERVIOUS AREA:		

SHEET NUMBER	01	LAKES OF CLERMONT SKILLED NURSING ADDITION PREPARED FOR ARCHITECTURAL CONCEPTS, INC. CLERMONT FLORIDA	CONDITIONAL USE SITE PLAN	KHA PROJECT 046342007		 © 2024 KIMLEY-HORN AND ASSOCIATES, INC. 109 SOUTH KENTUCKY AVENUE, LAKELAND FL, 33801 PHONE: 863-701-8702 WWW.KIMLEY-HORN.COM REC NO.: 35106	No. _____ REVISIONS _____ DATE _____ BY _____
				DATE AUG 2024	SCALE AS SHOWN DESIGNED BY DAK DRAWN BY DAK CHECKED BY JAA		

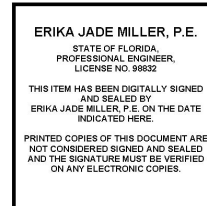
MEMORANDUM

To: John E. Kruse, AICP
City of Clermont

From: Erika Miller, PE
Kimley-Horn and Associates, Inc.

Date: September 5, 2024

Subject: Request for Exemption from Tier 1 Traffic Impact Analysis
Lakes of Clermont Health and Rehabilitation Center – 40 Bed Addition



cn=Erika J Miller, c=US,
o=KIMLEY-HORN AND
ASSOCIATES INC,
email=erika.miller@kimley-
horn.com
2024.09.05 14:27:05 -
04'00'

Purpose

The following memorandum is a Request for Exemption Letter from a Tier 1 TIA, in accordance with the Lake-Sumter MPO *Traffic Impact Study Methodology and Guidelines* (2017). The trip generation potential of the proposed development and the impact on the surrounding roadway network will be determined in this analysis.

Project Description

The existing Lakes of Clermont Health and Rehabilitation Center is located in the southwest quadrant of the intersection of Citrus Tower Boulevard & Hooks Street. The existing facility currently operates with 80 beds. A 40-bed expansion is proposed.

Access to the existing nursing home facility is provided via the following:

- One (1) full median opening on Hooks Street
- One (1) right-in/right-out on Citrus Tower Boulevard

With the proposed 40-bed expansion, access to the facility will not be modified. The conceptual site plan is provided in **Attachment A**.

Trip Generation

Trip Generation for the proposed project was calculated per procedures published in the Institute of Transportation Engineer's (ITE) *Trip Generation Manual, 11th Edition*. Land Use Code (LUC) 620 – Nursing Home was used for the proposed development. Relevant excerpts from the ITE *Trip Generation Manual* are included in **Attachment B**.

Table 1 provides the Daily, AM peak hour, and PM peak hour trip generation summaries for the proposed expansion. As shown in the table, the proposed 40-bed expansion is anticipated to generate 122 new daily trips, 6 new trips during the AM peak hour (4 in, 2 out), and 6 new trips during the PM peak hour (2 in, 4 out).

Table 1: Trip Generation

	Land Use	ITE LUC ¹	Size	Units	ITE Trip Generation Equation ¹	Daily			
						Total	In ¹	Out ¹	
Daily	Nursing Home	620	40	Beds	$T = 3.06 * X$	122	50%	61	50% 61
	Total Generated Trips					122	61		61
AM Peak Hour	Land Use	ITE LUC ¹	Size	Units	ITE Trip Generation Equation ¹	AM Peak Hour			
						Total	In ¹	Out ¹	
	Nursing Home	620	40	Beds	$T = 0.14 * X$	6	72%	4	28% 2
	Total Generated Trips					6	4		2
PM Peak Hour	Land Use	ITE LUC ¹	Size	Units	ITE Trip Generation Equation ¹	PM Peak Hour			
						Total	In ¹	Out ¹	
	Nursing Home	620	40	Beds	$T = 0.14 * X$	6	33%	2	67% 4
	Total Generated Trips					6	2		4

Notes: ¹Vehicle trip rate and directional splits per ITE Trip Generation, 11th Edition

Conclusion

The proposed 40-bed expansion of the Lakes of Clermont Health and Rehabilitation Center is anticipated to generate fewer than 100 peak hour two-trips. Non-substantial impacts are anticipated on the surrounding roadway network due to the proposed expansion. Therefore, it is recommended to define the proposed development as “de minimis” and not require a Tier 1 Traffic Impact Analysis.

ATTACHMENT A
Conceptual Site Plan

ATTACHMENT B
Excerpts from ITE Trip Generation Manual

Land Use: 620 Nursing Home

Description

A nursing home is a facility whose primary function is to provide care for persons who are unable to care for themselves. Examples include rest homes, chronic care, and convalescent homes. Skilled nurses and nursing aides are present 24 hours a day at these sites. Residents often require treatment from a registered healthcare professional for ongoing medical issues. A nursing home resident is not capable of operating a vehicle. Traffic is entirely generated by employees, visitors, and deliveries. Assisted living (Land Use 254) and continuing care retirement community (Land Use 255) are related uses.

Additional Data

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (<https://www.ite.org/technical-resources/topics/trip-and-parking-generation/>).

The average numbers of person trips per vehicle trip at the three general urban/suburban sites at which both person trip and vehicle trip data were collected were as follows:

- 1.0 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 7 and 9 a.m.
- 1.1 during Weekday, AM Peak Hour of Generator
- 1.5 during Weekday, PM Peak Hour of Generator

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Alberta (CAN), Florida, New Hampshire, New Jersey, New York, Ontario, Canada, and Texas.

Source Numbers

436, 502, 598, 734, 878, 971, 972

Nursing Home (620)

Vehicle Trip Ends vs: Beds

On a: Weekday

Setting/Location: General Urban/Suburban

Number of Studies: 3

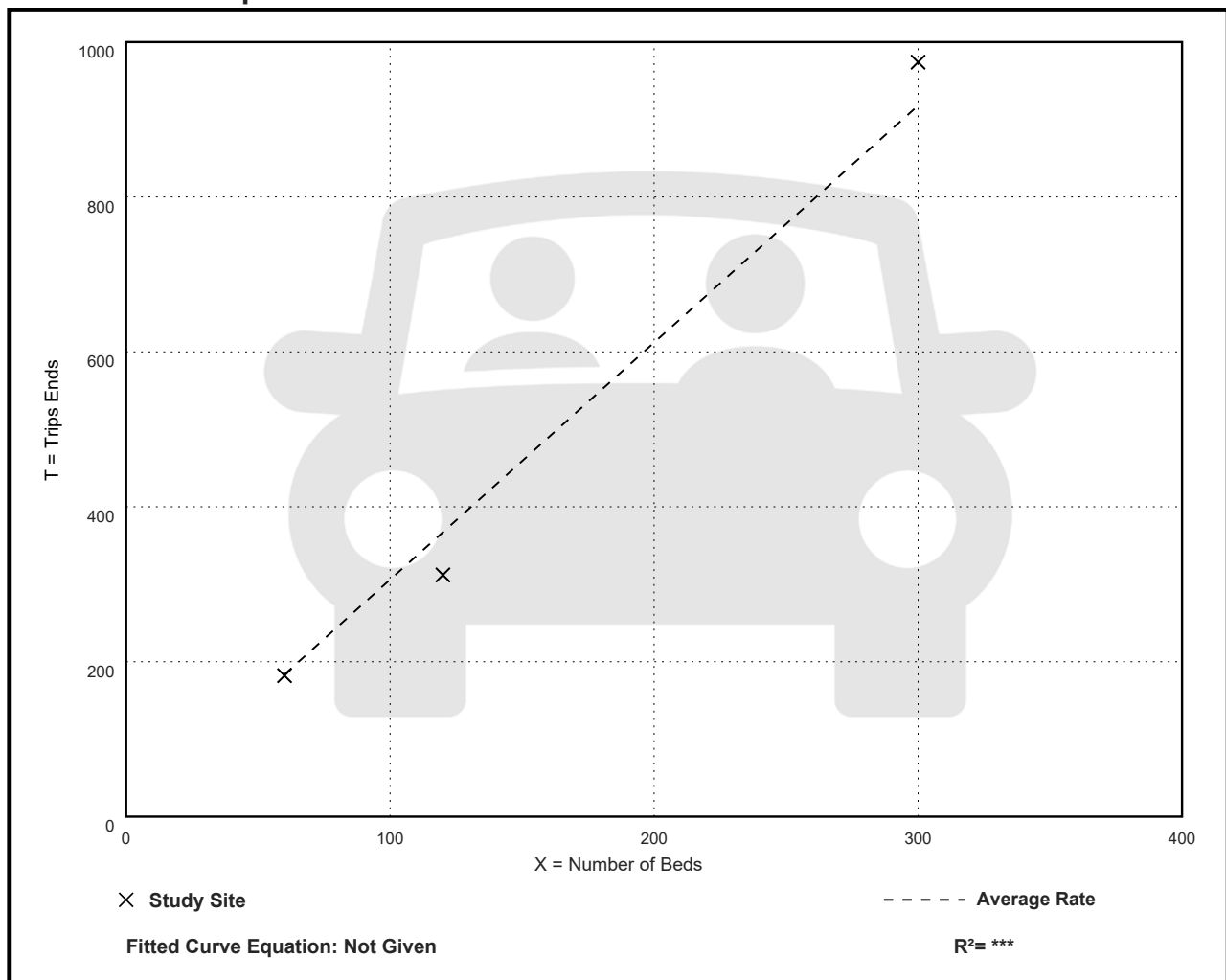
Avg. Num. of Beds: 160

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Bed

Average Rate	Range of Rates	Standard Deviation
3.06	2.60 - 3.25	0.33

Data Plot and Equation



Nursing Home (620)

Vehicle Trip Ends vs: Beds

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: 8

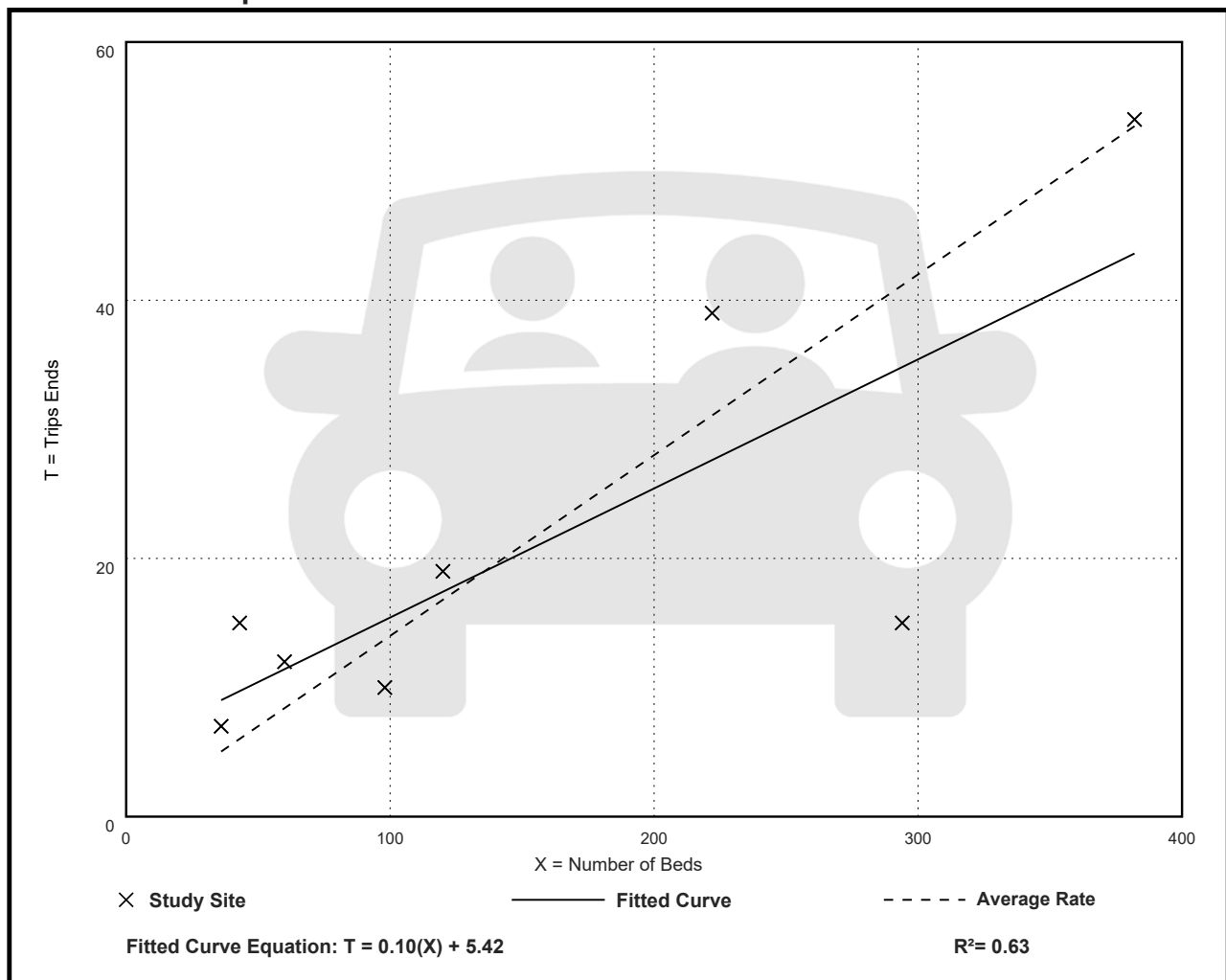
Avg. Num. of Beds: 157

Directional Distribution: 72% entering, 28% exiting

Vehicle Trip Generation per Bed

Average Rate	Range of Rates	Standard Deviation
0.14	0.05 - 0.35	0.07

Data Plot and Equation



Nursing Home (620)

Vehicle Trip Ends vs: Beds

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: 8

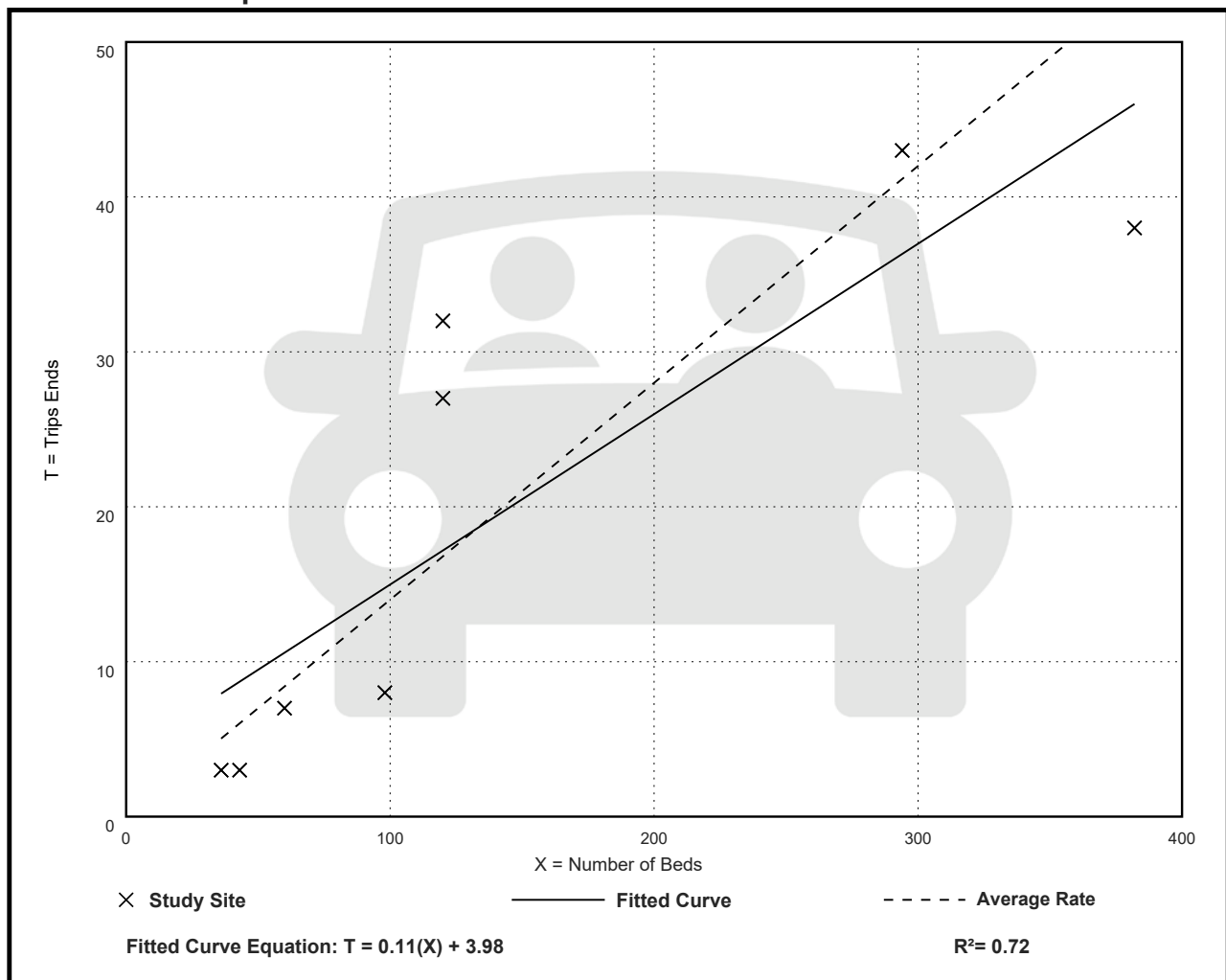
Avg. Num. of Beds: 144

Directional Distribution: 33% entering, 67% exiting

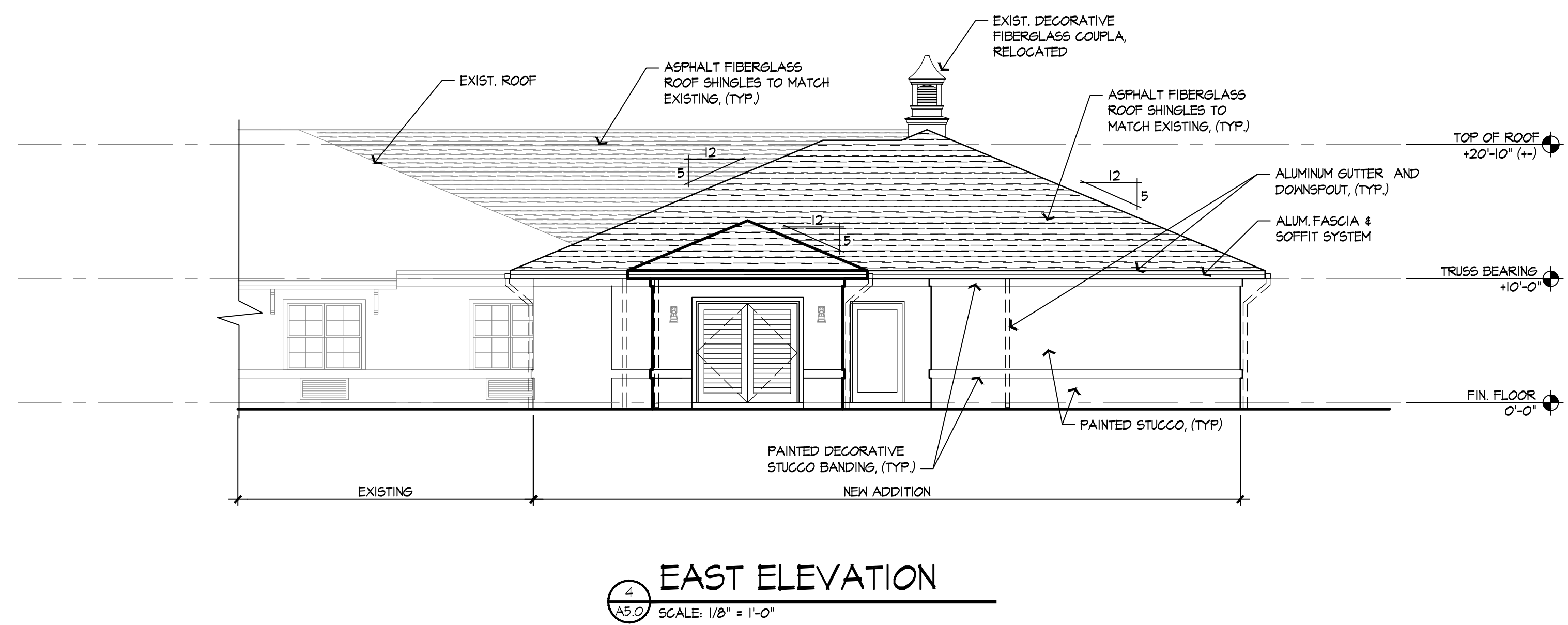
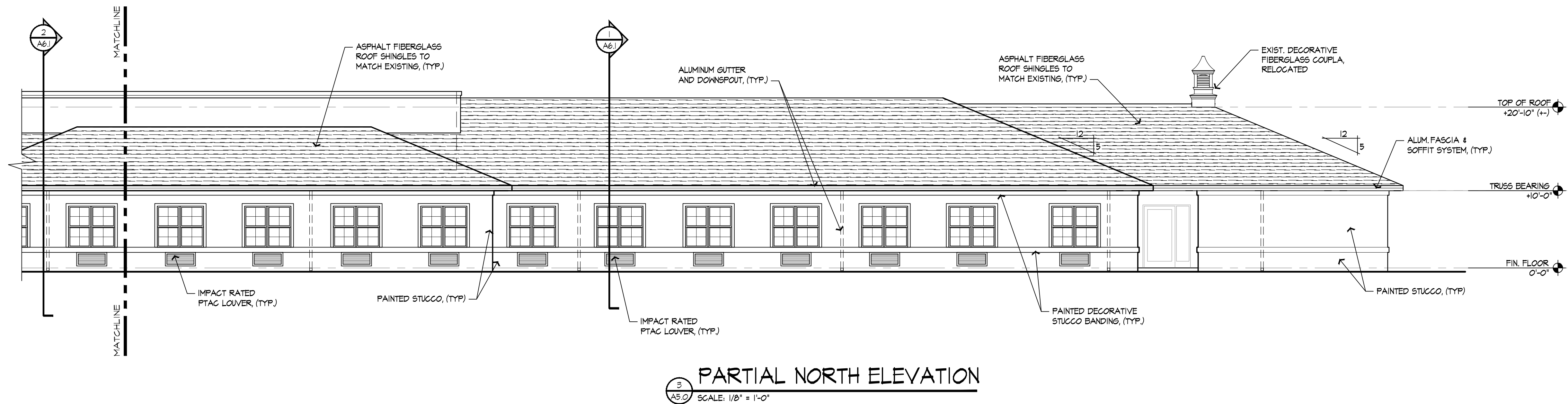
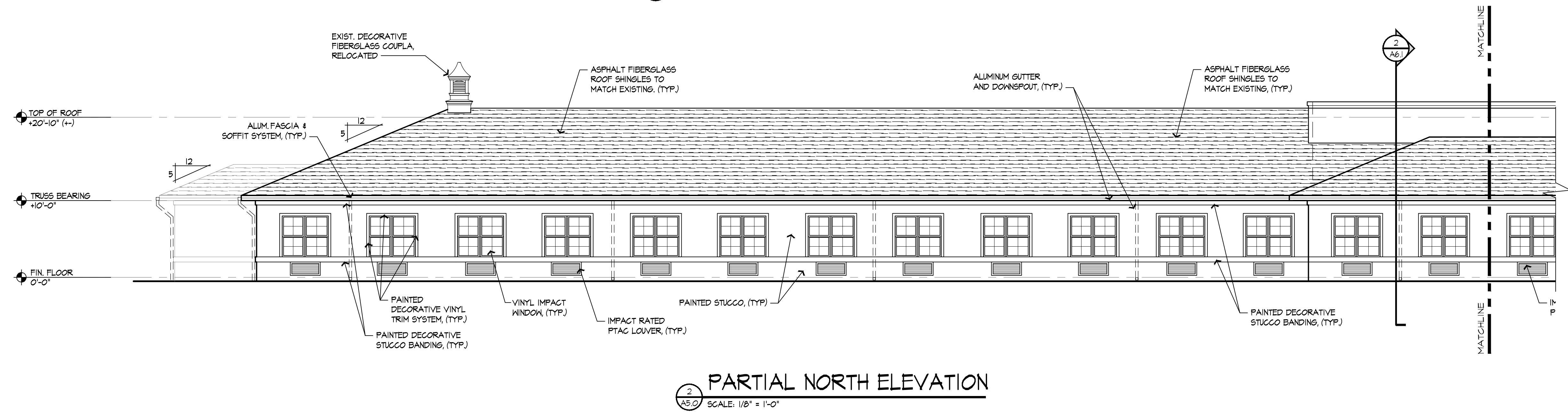
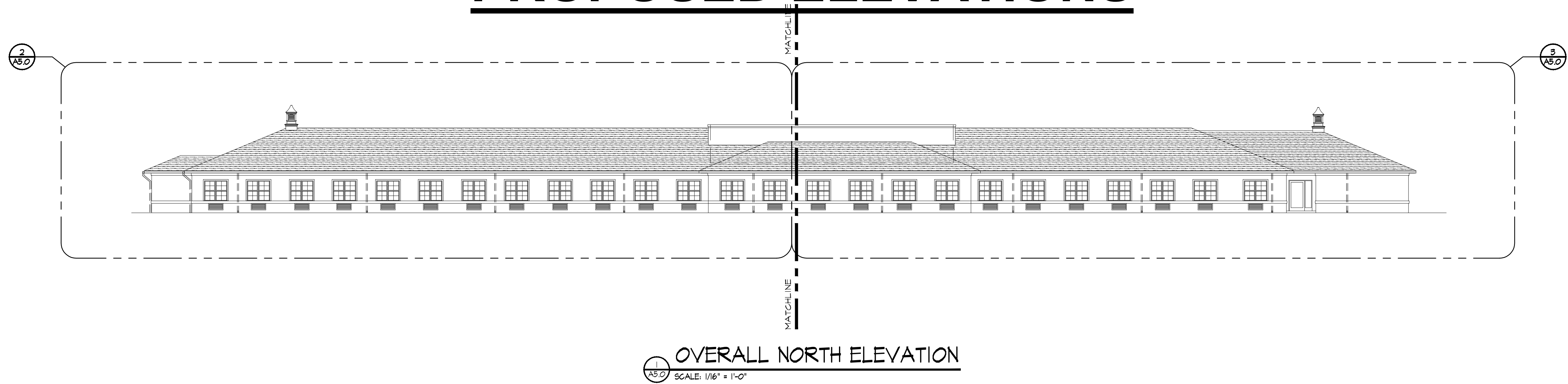
Vehicle Trip Generation per Bed

Average Rate	Range of Rates	Standard Deviation
0.14	0.07 - 0.27	0.06

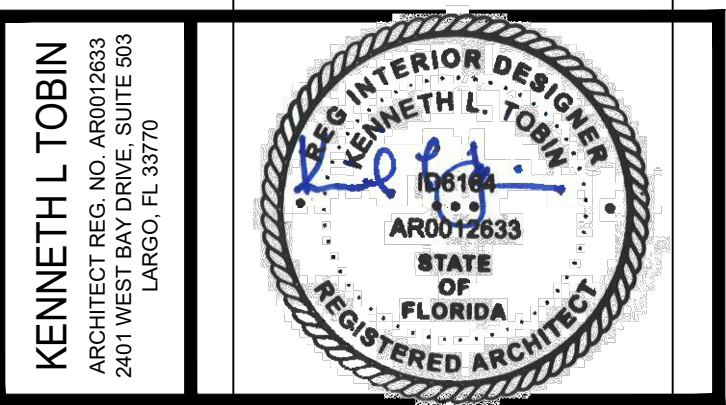
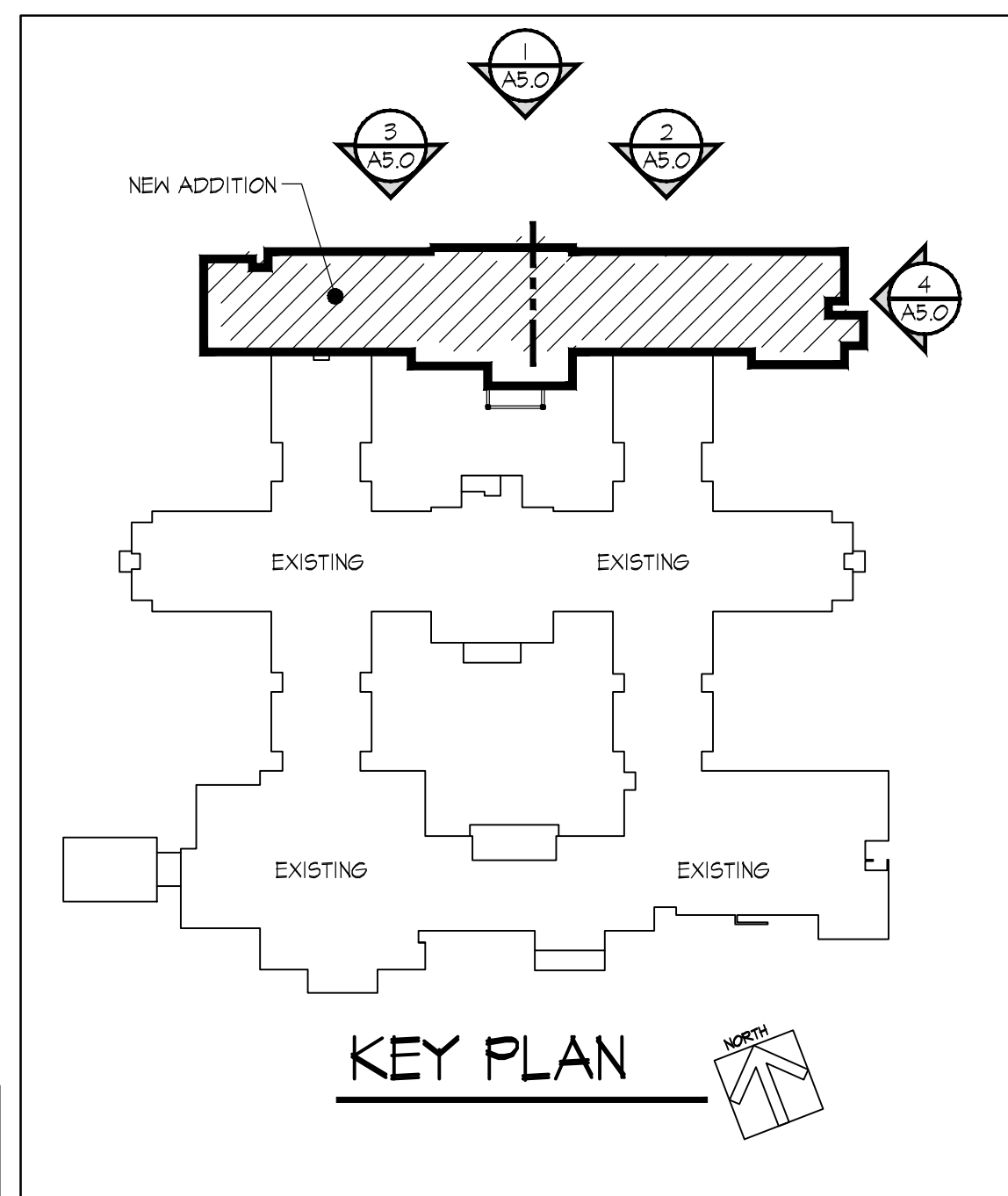
Data Plot and Equation



PROPOSED ELEVATIONS



NOTE:
ALL NEW EXTERIOR MATERIALS TO MATCH EXISTING
BUILDING EXTERIOR MATERIALS.



TO THE BEST OF THE ARCHITECT'S KNOWLEDGE, THE PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE-SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY IN ACCORDANCE WITH THIS SECTION.



PROPOSED:
LAKES OF CLERMONT HEALTH AND REHABILITATION CENTER - 40 BED ADDITION

1775 Hooks Street
Clermont, FL

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PUBLICATION	DATE
SCHEMATIC DESIGN:	
DESIGN DEVELOPMENT:	09-16-2024
AHCA CD REVIEW SET:	12-04-2024
PERMIT SET:	12-04-2024
BID SET:	
FOR CONSTRUCTION:	
REVISIONS:	

PLOT DATE:
10/28/2024 2:33:19 PM

FILE LOCATION:
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SHEET DESCRIPTION:
EXTERIOR ELEVATIONS

PROJECT NO.
1965

SCALE:
AS NOTED

DRAWING NO.
A5.0

TO THE BEST OF THE ARCHITECT'S KNOWLEDGE, THE PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE-SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY IN ACCORDANCE WITH THIS SECTION.

PROPOSED:
LAKES OF CLERMONT
HEALTH AND
REHABILITATION
CENTER - 40
BED ADDITION

1775 Hooks Street
Clermont, FL

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BID SET:	
FOR CONSTRUCTION:	
REVISIONS:	

PLOT DATE:
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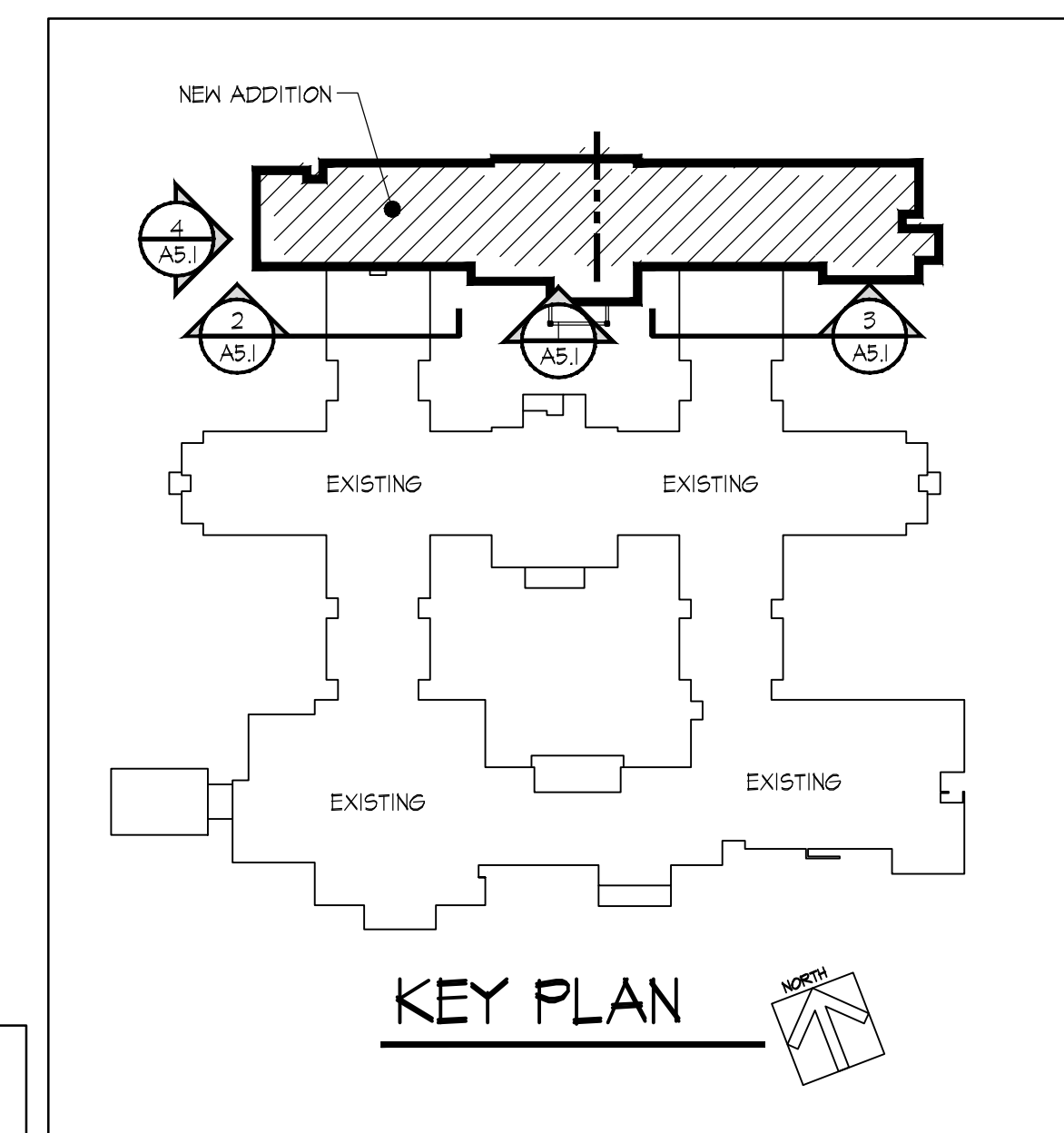
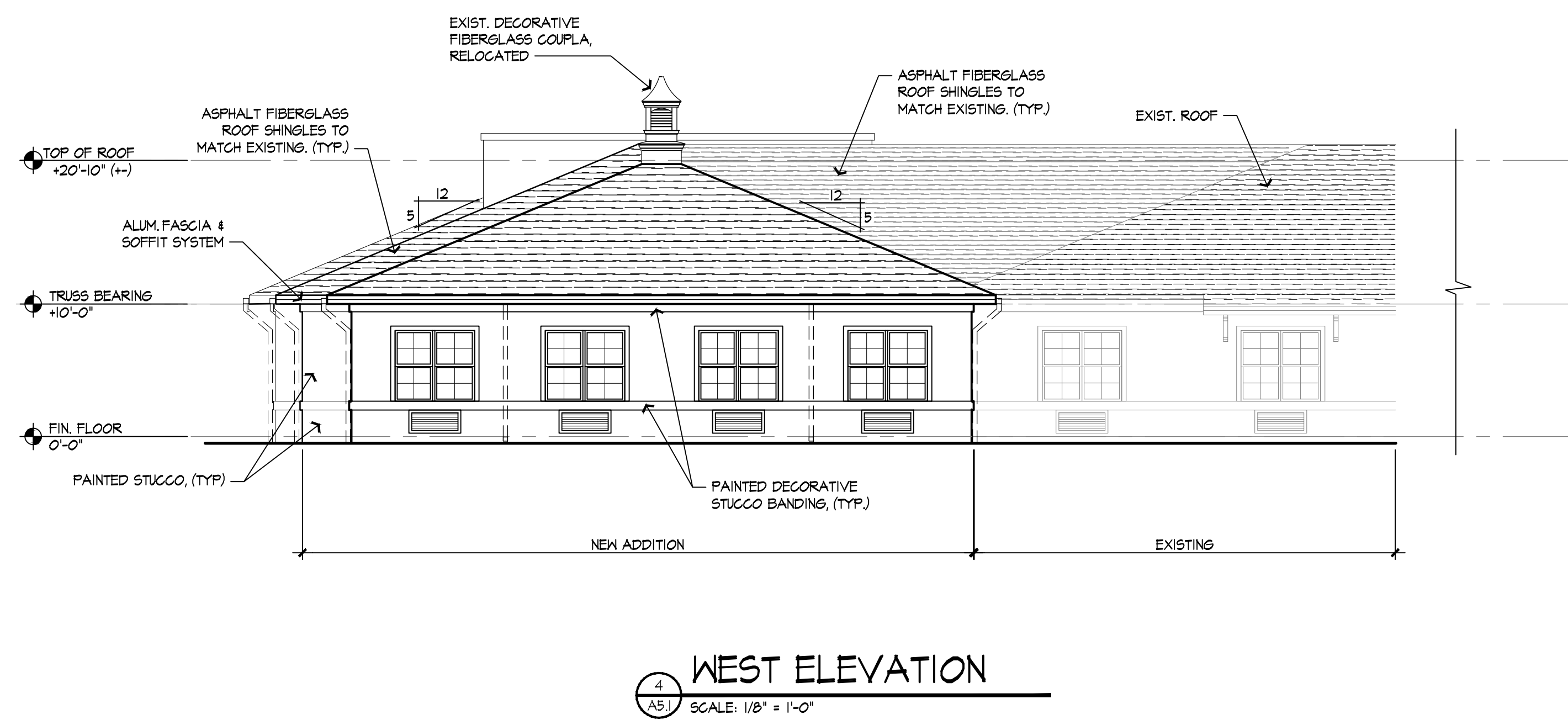
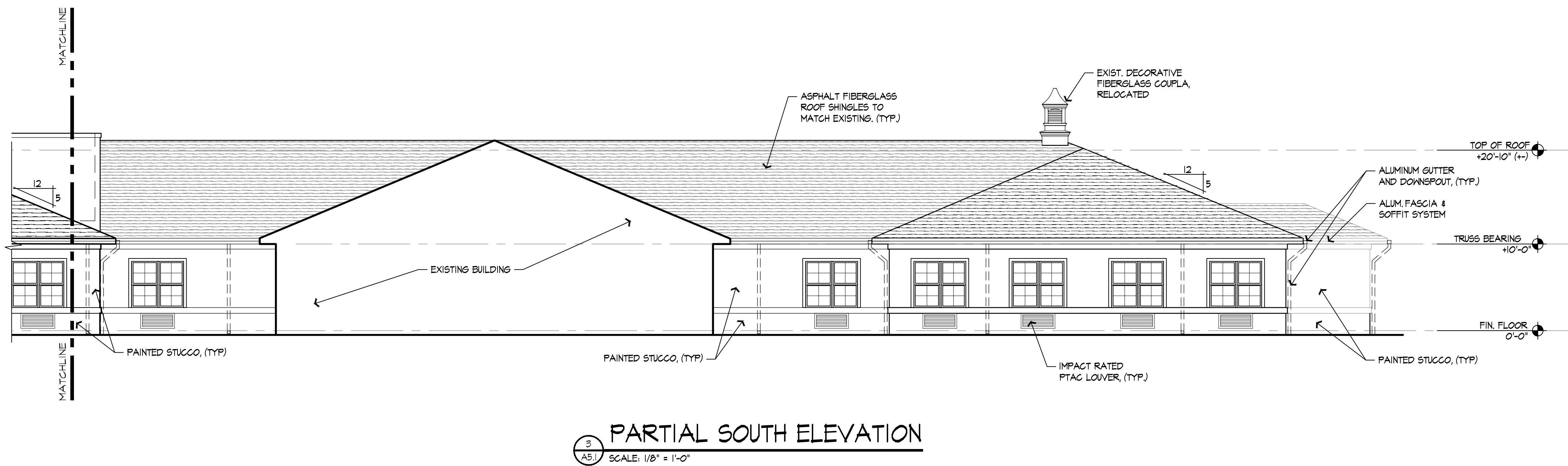
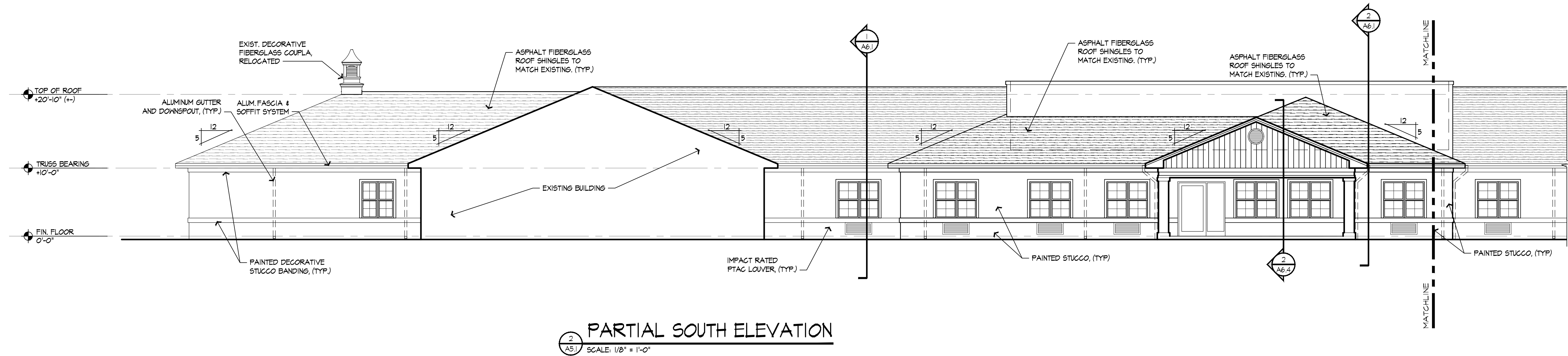
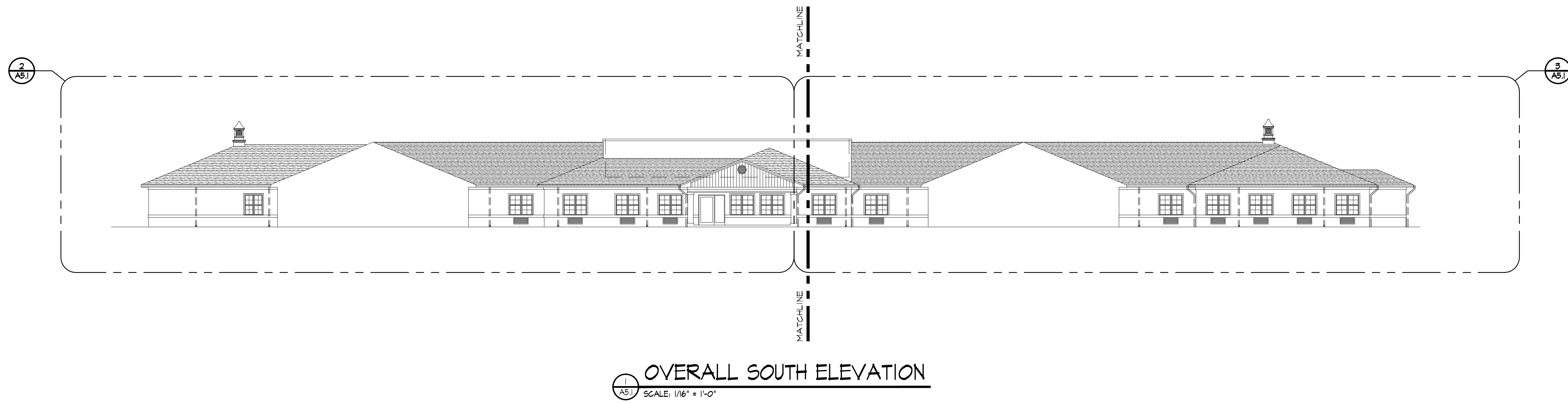
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Exterior Elevations.dwg

SHEET DESCRIPTION:
EXTERIOR ELEVATIONS

PROJECT NO.
1965

SCALE:
AS NOTED

DRAWING NO.
A5.1



NOTE:
ALL NEW EXTERIOR MATERIALS TO MATCH EXISTING
BUILDING EXTERIOR MATERIALS.

SOUTH ELEVATION

SCALE: 1/8" = 1'-0"

Labels and dimensions include:

- STANDING SEAM METAL ROOFING SYSTEM
- DECORATIVE PVC BRACKET TRIM
- CRICKET
- ASPHALT FIBERGLASS ROOF SHINGLES, 5/12 SLOPE TYP.
- PAINTED STUCCO
- ALUM. FASCIA & SOFFIT SYSTEM
- MANUFACTURED STONE VENEER
- VINYL IMPACT WINDOWS
- DECORATIVE PAINTED STUCCO TRIM
- MATCHLINE

Dimensions shown:

- 16'-0"
- 14'-0"
- 11'-6"
- 19'-0"
- 12'
- 5'
- 12'
- 5'
- 12'-0"

ASPHALT FIBERGLASS ROOF SHINGLES, 5/12 SLOPE TYP.

ALUM. FASCIA & SOFFIT SYSTEM

22'-0"

12'-0"

MANUFACTURED STONE VENEER

DECORATIVE PAINTED STUCCO TRIM

VINYL IMPACT WINDOWS.

ALUM. FASCIA & SOFFIT SYSTEM

ASPHALT FIBERGLASS ROOF SHINGLES, 5/12 SLOPE TYP.

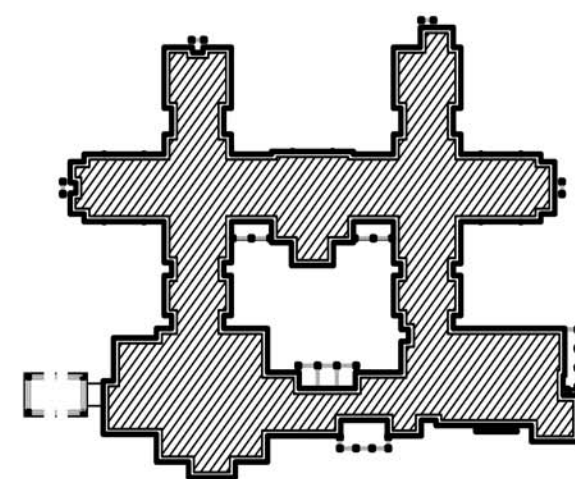
12'-0"

VINYL IMPACT WINDOWS.

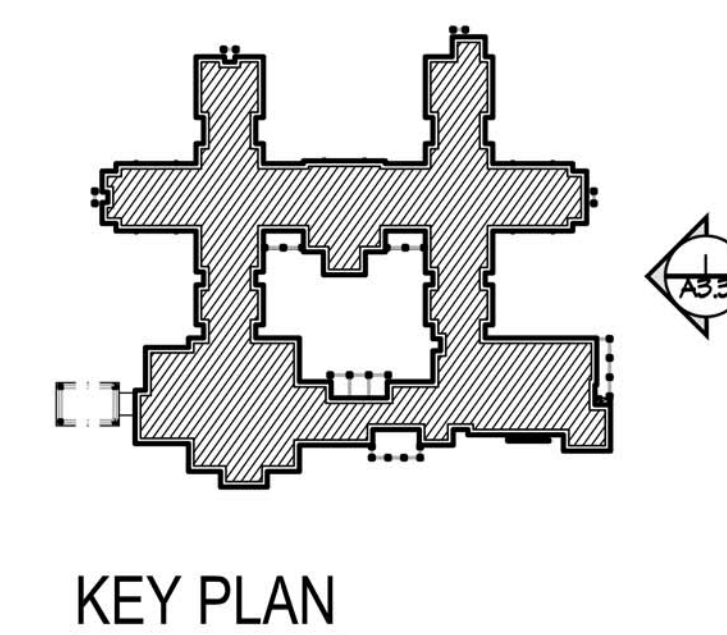
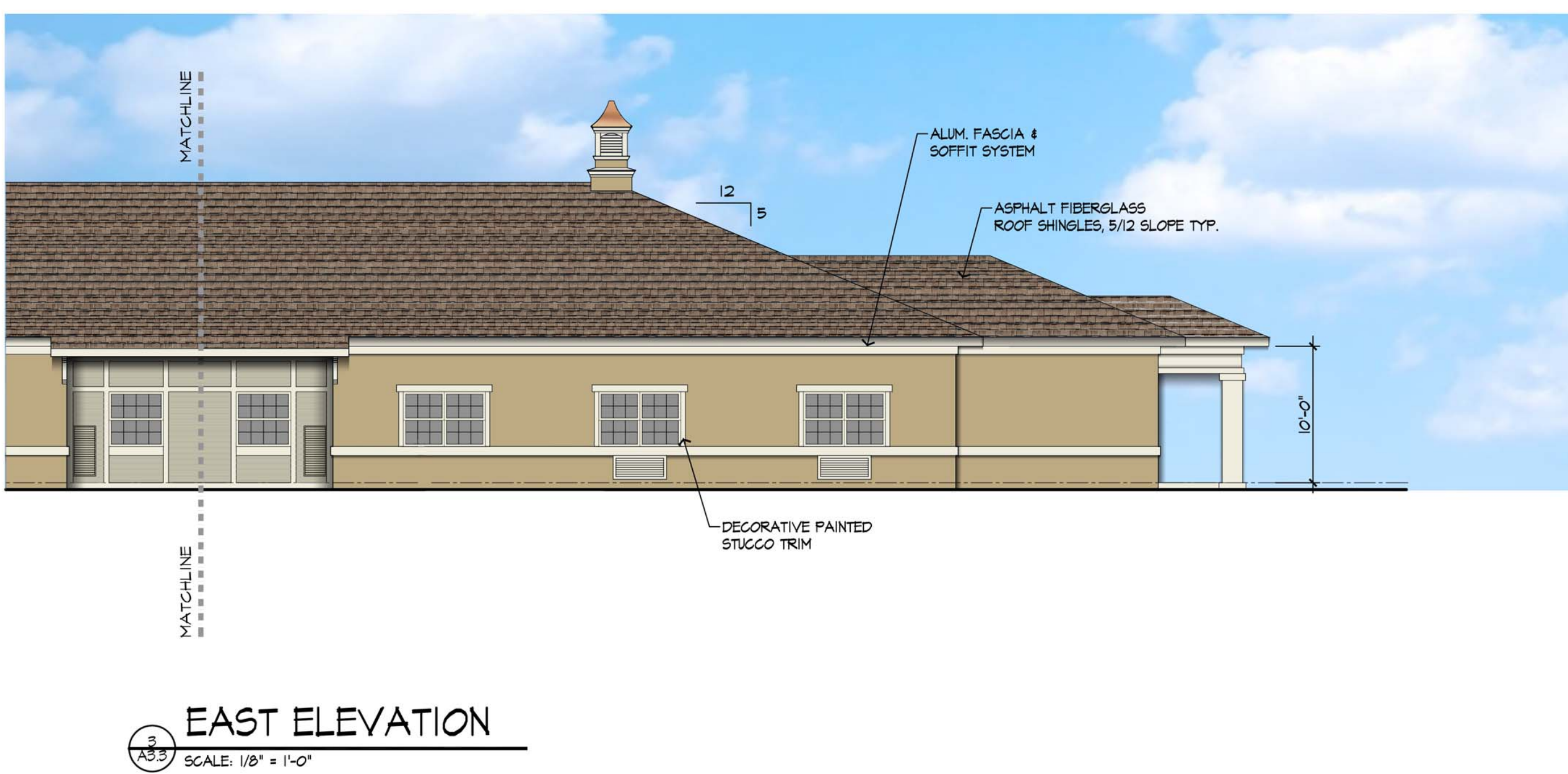
DECORATIVE PAINTED STUCCO TRIM

SOUTH ELEVATION

SCALE: 1/8" = 1'-0"



	
ARCHITECTURAL CONCEPTS INC. 2401 WEST BAY DRIVE, SUITE 503, LARGO, FL 33770 Phone: 727-581-7175 Fax: 727-581-6310 E-mail: ACO@A3INC.COM	
EMMETT WALSH ARCHITECT REG. NO. 13820 2401 WEST BAY DRIVE, SUITE 503 LARGO, FL 33770	
PROPOSED: GREYSTONE 60 BED SKILLED NURSING FACILITY Hooks St. and Citrus Tower CLERMONT, FLORIDA	
DO NOT SCALE PRINTS	
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PUBLICATION	DATE
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SHEET DESCRIPTION: EXTERIOR ELEVATIONS	
PROJECT NO. 1699	SCALE: 1/8" = 1'-0"
DRAWING NO. A3.1	





EMMETT WALSH
ARCHITECT REG. NO. 13930
2401 WEST BAY DRIVE, SUITE 503
LANSING, MI 48202

LARGO, FL 33770

ALUM. FASCIA & SOFFIT SYSTEM

12
5

DECORATIVE PVC BRACKET TRIM

DECORATIVE PVC BRACKET TRIM

ALUM. FASCIA & SOFFIT SYSTEM

ASPHALT FIBERGLASS ROOF SHINGLES, 5/12 SLOPE TYP.

12
5

ALUM. FASCIA & SOFFIT SYSTEM

12'-0"

DECORATIVE PAINTED STUCCO TRIM

DECORATIVE PAINTED STUCCO TRIM

MATCHLINE

MATCHLINE

WEST ELEVATION

SCALE: 1/8" = 1'-0"

WEST ELEVATION
AS.4 SCALE: 1/8" = 1'-0"



WEST ELEVATION

3
A3.4 SCALE: 1/8" = 1'-0"

FACILITY SIGN ELEVATION

SCALE: 1/4" = 1'-0"



STUCCO PAINT COLOR
SHERWIN WILLIAMS - SW2813
COLOR: DOWNING STRAW

SIDING PAINT COLOR
SHERWIN WILLIAMS - SW6163
COLOR: GRASSLAND

TRIM, COLUMNS, GUTTERS AND DOWNSPOUT
PAINT COLOR
SHERWIN WILLIAMS - SW6385
COLOR: DOVER WHITE



Hooks St. and Citrus Tower
CLERMONT, FLORIDA

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A3.8 Exterior Elevations.dwg

SHEET DESCRIPTION:

EXTERIOR ELEVATIONS

PROJECT NO. 1699	SCALE: 1/8" = 1'-0"
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DRAWING NO.

A3.4



CITY OF CLERMONT

CONDITIONAL USE PERMIT

APPLICATION

Date		FEE: \$845 + cost of advertisement + cost of traffic review (if necessary)	
Project Name (if applicable) Lakes of Clermont Skilled Nursing Facility Addition			
Applicant: Kimley-Horn and Associates. Inc.			
Contact Person: Jason Alligood, P.E.			
Address : 109 South Kentucky Avenue		City: Lakeland	State: FL Zip: 33801
Telephone: 863-274-2261			
Email: jason.alligood@kimley-horn.com			
PROPERTY OWNER INFORMATION ☐ (Check box if owner information is same as applicant)			
Property Owner Name: Innovative Medical Management Solutions LLC d/b/a The Lakes of Clermont Health and Rehabilitation Center			
Owner Address: 2071 Flatbush Ave., Suite #22,		City: Brooklyn	State : NY Zip 11234
Telephone: 718-705-6878		Email: robert.meisner@prchcs.com	
PROPERTY INFORMATION			
Address of Subject Property: 1775 Hooks Street, Clermont, FL		Alternate Key: 1017637	Zip: 34711
General Location : Hooks Street and Citrus Tower Blvd			
Legal Description & Alternate Key (include copy of survey)- SEE SURVEY			
Land Use (City verification required) Retire Home Full Care			
Zoning (City verification required) C-2 GENERAL COMMERCIAL 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?) Attach additional page if necessary.

The existing Lakes of Clermont Health and Rehabilitation Center is 61,058 SF. The proposed additions are 14, 350 Ft $\pm$ making the new total building area 75,408 SF. This exceeds the Conditional Use for the Site by 2,408 SF. We are proposing to amend the Conditional Use to allow for the additional square footage.
(Resolution No. 2017-50)

Jason A. Alligood, P.E.

Applicant Name (print)

A handwritten signature in blue ink that reads 'Jason A. Alligood'.

Applicant Name (signature)

A handwritten signature in blue ink that reads 'Robert Manela'.

Owner Name (print)

A handwritten signature in blue ink that reads 'Robert Manela'.

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

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:	Andrea M. Clark
Contact Phone:	
Contact Email:	amclark@clermontfl.org
PO Number:	

Date:	01/02/2025
Order Number:	10914919
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	40.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	01/13/2025 - 01/13/2025	Govt Public Notices
LEE dailycommercial.com	1	01/13/2025 - 01/13/2025	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	\$65.20
Tax Amount	\$0.00
Service Fee 3.99%	\$2.60
Cash/Check/ACH Discount	-\$2.60
Payment Amount by Cash/Check/ACH	\$65.20
Payment Amount by Credit Card	\$67.80

Order Confirmation Amount	\$65.20
----------------------------------	----------------

Ad Preview

LEGAL NOTICE

On Tuesday, January 28, 2025 at 6:30 PM, the Clermont City Council will consider a request to amend a Conditional Use Permit (Resolution 2017-50) to allow for an expansion of the Lakes of Clermont Health and Rehabilitation Center.

LOCATION

1775 Hooks Street
Southwest corner of
Citrus Tower Blvd.
and Hooks Street
Alternate Key 1017637

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
#10914919 1/13/2025



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date				
Tuesday, January 28, 2025				
Agenda Item Name				
Resolution No. 2025-002R <i>FY25 Budget Amendment #1</i>				
Requested Action				
Request approval of Resolution No. 2025-002R to amend the Fiscal Year 2024-2025 Budget.				
Staff Report				
On October 7th, 2024, Mayor Murry signed Executive Order 2024-02 declaring a state of emergency related to Hurricane Milton. The attached budget amendment is requested to appropriate fund balance reserves for operating expenses directly attributed to Hurricane Milton, which include items such as emergency preparedness and debris removal. Appropriation for emergency events were not included in the Fiscal Year 2024-2025 Budget. Requests for capital related expenses (such as dock repairs) will be presented to City Council separately on a case-by-case basis. The City has filed a Public Assistance request with FEMA to seek reimbursement of all eligible Hurricane Milton expenditures. The PA program is a time consuming process with multiple levels of review. An inventory of all of the damages caused by the storm will be submitted to FEMA by February 3rd, 2025. Staff does not currently have a timeline for reimbursement.				
Additional Analysis				
Additional detail provided on the attached budget request forms.				
Fiscal Impact Summary				
The amendment reflects an increase in expenses of \$479,552 across multiple funds. The use of unassigned fund balance is recommended. City policy requires a minimum unassigned fund balance of 25% of annual operating costs in the General Fund. The City would remain in compliance.				
FUND	ACCOUNT TYPE	CURRENT BUDGET	PROPOSED INCREASE (DECREASE)	REVISED BUDGET
General Fund	Expenses	\$0	\$353,269	\$353,269
Building Services Fund	Expenses	0	587	587
Cemetery Fund	Expenses	0	1,582	1,582
Water Fund	Expenses	0	13,823	13,823
Sewer Fund	Expenses	0	15,353	15,353
Stormwater Fund	Expenses	0	21,069	21,069
Sanitation Fund	Expenses	0	73,869	73,869
Total Expenses		\$0	\$479,552	\$479,552
Fiscal Impact		Fund Number and Description	Available Budget Amount	
Exhibits Attached (copies of original agreements)				
1. FY25 Budget Amendment #1 Resolution		FY25 Budget Amendment #1 Resolution.pdf		



**CITY OF CLERMONT
RESOLUTION NO 2025-002R**

**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
2024-2025**

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, 2024 to September 30, 2025.

NOW, THEREFORE, BE IT RESOLVED, that the above said budget amendments of the City of Clermont for the Fiscal Year 2024-2025 are hereby adopted.

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 28th day of January, 2025.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Christian W. Waugh, Interim City Attorney



**CITY OF CLERMONT
RESOLUTION NO 2025-002R**

Exhibit "A"

BUDGETARY ACCOUNT	ORIGINAL BUDGET	CURRENT BUDGET	REVENUES AMENDED	EXPENDITURES AMENDED	REVISED BUDGET	REF #
100 - GENERAL FUND						
Expenses						
10512 - CITY MANAGER						
54900 - OTHER CURRENT CHARGES	\$ -	\$ -	\$ -	\$ 424	\$ 424	1.1
10515 - PLANNING & DEVELOPMENT SERVICE						
12100 - REGULAR SALARIES	\$ -	\$ -	\$ -	\$ 1,053	\$ 1,053	2.1
10521 - POLICE						
12100 - REGULAR SALARIES	\$ -	\$ -	\$ -	\$ 17,191	\$ 17,191	3.1
54900 - OTHER CURRENT CHARGES	\$ -	\$ -	\$ -	\$ 2,600	\$ 2,600	3.2
10522 - FIRE						
12100 - REGULAR SALARIES	\$ -	\$ -	\$ -	\$ 31,494	\$ 31,494	4.1
54001 - TRAVEL & PER DIEM	\$ -	\$ -	\$ -	\$ 96	\$ 96	4.2
54614 - REPAIR & MAINT-EQUIPMENT	\$ -	\$ -	\$ -	\$ 53	\$ 53	4.3
54900 - OTHER CURRENT CHARGES	\$ -	\$ -	\$ -	\$ 3,144	\$ 3,144	4.4
55200 - OPERATING SUPPLIES	\$ -	\$ -	\$ -	\$ 1,800	\$ 1,800	4.5
55204 - MINOR EQUIPMENT	\$ -	\$ -	\$ -	\$ 2,080	\$ 2,080	4.6
55205 - SAFETY EQUIPMENT	\$ -	\$ -	\$ -	\$ 200	\$ 200	4.7
10529 - FIRE INSPECTIONS						
12100 - REGULAR SALARIES	\$ -	\$ -	\$ -	\$ 2,430	\$ 2,430	4.8
10541 - STREETS MAINTENANCE						
12100 - REGULAR SALARIES	\$ -	\$ -	\$ -	\$ 8,571	\$ 8,571	10.1
12120 - OVERTIME SALARIES	\$ -	\$ -	\$ -	\$ 5,578	\$ 5,578	10.2



CITY OF CLERMONT
RESOLUTION NO 2025-002R

BUDGETARY ACCOUNT	ORIGINAL BUDGET	CURRENT BUDGET	REVENUES AMENDED	EXPENDITURES AMENDED	REVISED BUDGET	REF #
54400 - RENTALS-EQUIPMENT	\$ -	\$ -	\$ -	\$ 38,000	\$ 38,000	10.3
54601 - REPAIR & MAINT-VEHICLES	\$ -	\$ -	\$ -	\$ 298	\$ 298	10.4
54602 - REPAIR & MAINT-STREET SIGNS	\$ -	\$ -	\$ -	\$ 3,000	\$ 3,000	10.5
54603 - REPAIR & MAINT-STREETS	\$ -	\$ -	\$ -	\$ 200	\$ 200	10.6
54605 - REPAIR & MAINT-TREES	\$ -	\$ -	\$ -	\$ 76,707	\$ 76,707	10.7
54614 - REPAIR & MAINT-EQUIPMENT	\$ -	\$ -	\$ -	\$ 143	\$ 143	11.1
54900 - OTHER CURRENT CHARGES	\$ -	\$ -	\$ -	\$ 443	\$ 443	11.2
55200 - OPERATING SUPPLIES	\$ -	\$ -	\$ -	\$ 4,524	\$ 4,524	11.3
55204 - MINOR EQUIPMENT	\$ -	\$ -	\$ -	\$ 486	\$ 486	11.4
55205 - SAFETY EQUIPMENT	\$ -	\$ -	\$ -	\$ 960	\$ 960	11.5
55300 - ROAD MATERIALS	\$ -	\$ -	\$ -	\$ 3,185	\$ 3,185	11.6
10542 - GROUNDS MAINTENANCE						
12100 - REGULAR SALARIES	\$ -	\$ -	\$ -	\$ 9,364	\$ 9,364	12.1
12120 - OVERTIME SALARIES	\$ -	\$ -	\$ -	\$ 5,741	\$ 5,741	12.2
54501 - SELF-INSURANCE LIAB CLAIMS	\$ -	\$ -	\$ -	\$ 32,000	\$ 32,000	12.3
54606 - REPAIR & MAINT-GROUNDS	\$ -	\$ -	\$ -	\$ 9,000	\$ 9,000	12.4
54614 - REPAIR & MAINT-EQUIPMENT	\$ -	\$ -	\$ -	\$ 214	\$ 214	12.5
54617 - REPAIR & MAINT-FISHING PIERS	\$ -	\$ -	\$ -	\$ 170	\$ 170	12.6
54900 - OTHER CURRENT CHARGES	\$ -	\$ -	\$ -	\$ 443	\$ 443	12.7
55200 - OPERATING SUPPLIES	\$ -	\$ -	\$ -	\$ 2,306	\$ 2,306	12.8
55204 - MINOR EQUIPMENT	\$ -	\$ -	\$ -	\$ 215	\$ 215	12.9
66301 - CAP OUT-RECREATION	\$ -	\$ -	\$ -	\$ 28,000	\$ 28,000	12.10
10544 - FLEET MAINTENANCE						
12100 - REGULAR SALARIES	\$ -	\$ -	\$ -	\$ 1,359	\$ 1,359	13.1
12120 - OVERTIME SALARIES	\$ -	\$ -	\$ -	\$ 188	\$ 188	13.2
10545 - ENGINEERING & INSPECTIONS						
54900 - OTHER CURRENT CHARGES	\$ -	\$ -	\$ -	\$ 616	\$ 616	14.1



**CITY OF CLERMONT
RESOLUTION NO 2025-002R**

BUDGETARY ACCOUNT	ORIGINAL BUDGET	CURRENT BUDGET	REVENUES AMENDED	EXPENDITURES AMENDED	REVISED BUDGET	REF #
10549 - FACILITIES MAINTENANCE						
12100 - REGULAR SALARIES	\$ -	\$ -	\$ -	\$ 2,216	\$ 2,216	15.1
12120 - OVERTIME SALARIES	\$ -	\$ -	\$ -	\$ 1,213	\$ 1,213	15.2
54501 - SELF-INSURANCE LIAB CLAIMS	\$ -	\$ -	\$ -	\$ 19,000	\$ 19,000	15.3
54600 - REPAIR & MAINT-BUILDINGS	\$ -	\$ -	\$ -	\$ 1,000	\$ 1,000	15.4
54606 - REPAIR & MAINT-GROUNDS	\$ -	\$ -	\$ -	\$ 45	\$ 45	15.5
54900 - OTHER CURRENT CHARGES	\$ -	\$ -	\$ -	\$ 66	\$ 66	15.6
55200 - OPERATING SUPPLIES	\$ -	\$ -	\$ -	\$ 336	\$ 336	15.7
55204 - MINOR EQUIPMENT	\$ -	\$ -	\$ -	\$ 187	\$ 187	15.8
10572 - PARKS & RECREATION						
66301 - CAP OUT-RECREATION	\$ -	\$ -	\$ -	\$ 24,000	\$ 24,000	16.1
10573 - HISTORIC VILLAGE						
54501 - SELF-INSURANCE LIAB CLAIMS	\$ -	\$ -	\$ -	\$ 5,000	\$ 5,000	17.1
10575 - ARTS & RECREATION CENTER						
54600 - REPAIR & MAINT-BUILDINGS	\$ -	\$ -	\$ -	\$ 4,450	\$ 4,450	18.1
55204 - MINOR EQUIPMENT	\$ -	\$ -	\$ -	\$ 355	\$ 355	18.2
10579 - CLERMONT PERFORMING ARTS CENTER						
55204 - MINOR EQUIPMENT	\$ -	\$ -	\$ -	\$ 1,125	\$ 1,125	18.3
Expenses Sum				\$ 353,269		
NET CHANGE TO GENERAL FUND BALANCE			\$ (353,269)			



**CITY OF CLERMONT
RESOLUTION NO 2025-002R**

BUDGETARY ACCOUNT	ORIGINAL BUDGET	CURRENT BUDGET	REVENUES AMENDED	EXPENDITURES AMENDED	REVISED BUDGET	REF #
110 - BUILDING SERVICES FUND						
Expenses						
11524 - BUILDING SERVICES						
12100 - REGULAR SALARIES	\$ -	\$ -	\$ -	\$ 587	\$ 587	5.1
Expenses Sum				\$ 587		
NET CHANGE TO BUILDING SERV FUND BALANCE			\$ (587)			
130 - CEMETERY FUND						
Expenses						
13542 - CEMETERY						
12100 - REGULAR SALARIES	\$ -	\$ -	\$ -	\$ 1,582	\$ 1,582	12.11
Expenses Sum				\$ 1,582		
NET CHANGE TO CEMETERY FUND BALANCE			\$ (1,582)			
410 - WATER FUND						
Expenses						
41533 - WATER						
12100 - REGULAR SALARIES	\$ -	\$ -	\$ -	\$ 5,729	\$ 5,729	6.1
12120 - OVERTIME SALARIES	\$ -	\$ -	\$ -	\$ 5,395	\$ 5,395	6.2
54600 - REPAIR & MAINT-BUILDINGS	\$ -	\$ -	\$ -	\$ 1,000	\$ 1,000	6.3
54900 - OTHER CURRENT CHARGES	\$ -	\$ -	\$ -	\$ 403	\$ 403	6.4
55204 - MINOR EQUIPMENT	\$ -	\$ -	\$ -	\$ 1,296	\$ 1,296	6.5
Expenses Sum				\$ 13,823		
NET CHANGE TO WATER FUND BALANCE			\$ (13,823)			



**CITY OF CLERMONT
RESOLUTION NO 2025-002R**

BUDGETARY ACCOUNT	ORIGINAL BUDGET	CURRENT BUDGET	REVENUES AMENDED	EXPENDITURES AMENDED	REVISED BUDGET	REF #
420 - SEWER FUND						
Expenses						
42535 - SEWER						
12100 - REGULAR SALARIES	\$ -	\$ -	\$ -	\$ 9,283	\$ 9,283	8.1
12120 - OVERTIME SALARIES	\$ -	\$ -	\$ -	\$ 4,489	\$ 4,489	8.2
54600 - REPAIR & MAINT-BUILDINGS	\$ -	\$ -	\$ -	\$ 1,000	\$ 1,000	8.3
54900 - OTHER CURRENT CHARGES	\$ -	\$ -	\$ -	\$ 403	\$ 403	8.4
55204 - MINOR EQUIPMENT	\$ -	\$ -	\$ -	\$ 150	\$ 150	8.5
55205 - SAFETY EQUIPMENT	\$ -	\$ -	\$ -	\$ 28	\$ 28	8.6
Expenses Sum				\$ 15,353		
NET CHANGE TO SEWER FUND BALANCE			\$ (15,353)			

450 - STORMWATER FUND						
Expenses						
45538 - STORMWATER						
12100 - REGULAR SALARIES	\$ -	\$ -	\$ -	\$ 8,864	\$ 8,864	9.1
12120 - OVERTIME SALARIES	\$ -	\$ -	\$ -	\$ 5,431	\$ 5,431	9.2
54614 - REPAIR & MAINT-EQUIPMENT	\$ -	\$ -	\$ -	\$ 521	\$ 521	9.3
54900 - OTHER CURRENT CHARGES	\$ -	\$ -	\$ -	\$ 66	\$ 66	9.4
55200 - OPERATING SUPPLIES	\$ -	\$ -	\$ -	\$ 6,000	\$ 6,000	9.5
55205 - SAFETY EQUIPMENT	\$ -	\$ -	\$ -	\$ 187	\$ 187	9.6
Expenses Sum				\$ 21,069		
NET CHANGE TO STORMWATER FUND BALANCE			\$ (21,069)			



**CITY OF CLERMONT
RESOLUTION NO 2025-002R**

BUDGETARY ACCOUNT	ORIGINAL BUDGET	CURRENT BUDGET	REVENUES AMENDED	EXPENDITURES AMENDED	REVISED BUDGET	REF #
490 - SANITATION FUND						
Expenses						
49534 - SANITATION						
12100 - REGULAR SALARIES	\$ -	\$ -	\$ -	\$ 17,820	\$ 17,820	7.1
12120 - OVERTIME SALARIES	\$ -	\$ -	\$ -	\$ 38,135	\$ 38,135	7.2
54304 - SOLID WASTE DISPOSAL FEES	\$ -	\$ -	\$ -	\$ 15,000	\$ 15,000	7.3
54601 - REPAIR & MAINT-VEHICLES	\$ -	\$ -	\$ -	\$ 2,914	\$ 2,914	7.4
Expenses Sum				\$ 73,869		
NET CHANGE TO SANITATION FUND BALANCE			\$ (73,869)			

Form 1



Budget Amendment Request Form

Date 12/20/2024
Department City Manager

Funding Source: Fund: 100 - General

Account Amendments Requested

#	FUND	ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	Current Budget	Increase / (Decrease)	Revised Budget
1	100	10512	54900	99012	OTHER CURRENT CHARGES-99012	\$ -	\$ 424	\$ 424

TOTAL: \$ - \$ 424 \$ 424
Current Budget Net Change Revised Budget

Reason/Justification for requested amendment:

1	Item not budgeted in Current FY	<i>Hurricane Milton</i>
		<i>Lunch was provided to Public Service worker's on two occasions.</i>
		<i>Once was also for other worker's assisting at Emerald Lakes.</i>

Debra M. Rydzanek
Department Head

Lee E. Bann
Finance Review

Chris Van Wagner
Interim City Manager

Form 2**Budget Amendment Request Form**Date 12/20/2024Department Development ServicesFunding Source: Fund: 100 - General**Account Amendments Requested**

#	FUND	ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	Current Budget	Increase / (Decrease)	Revised Budget
1	100	10515	12100	99012	REGULAR SALARIES-99012	\$ -	\$ 1,053	\$ 1,053
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -

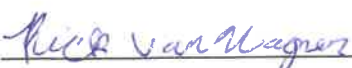
TOTAL: \$ - \$ 1,053 \$ 1,053

Current Budget Net Change Revised Budget

#	Reason/Justification for requested amendment:
1	Item not budgeted in Current FY <i>Hurricane Milton-</i>
	<i>During Hurricane Milton, our city's Storm Work policy was activated.</i>
	<i>The adjustments above represent the additional salary expenses from staff</i>
	<i>working during the storm. This includes both "Storm Worked" hours during the</i>
	<i>event and Overtime hours spent working on storm-related tasks.</i>
	<i>The expenses will be submitted to FEMA and the State of Florida to request</i>
	<i>reimbursement.</i>


 Department Head


 Finance Review


 Interim City Manager

Form 3



Budget Amendment Request Form

Date 12/20/2024
Department Police Department

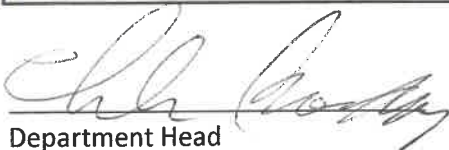
Funding Source: Fund: 100 - General

Account Amendments Requested

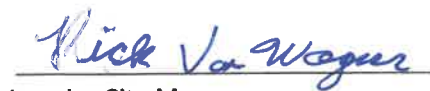
#	FUND	ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	Current Budget	Increase / (Decrease)	Revised Budget
1	100	10521	12100	99012	REGULAR SALARIES-99012	\$ -	\$ 17,191	\$ 17,191
2	100	10521	54900	99012	OTHR CURR CHARS-99012	\$ -	\$ 2,600	\$ 2,600
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -

TOTAL: \$ - \$ 19,791 \$ 19,791
Current Budget Net Change Revised Budget

#	Reason/Justification for requested amendment:
1	Item not budgeted in Current FY <i>Hurricane Milton-</i> <i>During Hurricane Milton, our city's Storm Work policy was activated.</i> <i>The adjustments above represent the additional salary expenses from staff</i> <i>working during the storm.</i>
2	Item not budgeted in Current FY <i>The cost below is to feed those staff who were at the EOC.</i> <i>These costs will be submitted to FEMA to request reimbursement.</i>


Department Head


Finance Review


Interim City Manager

Form 4**Budget Amendment Request Form**
 Date 12/20/2024
 Department Fire Department
Funding Source: Fund: 100 - General**Account Amendments Requested**

#	FUND	ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	Current Budget	Increase / (Decrease)	Revised Budget
1	100	10522	12100	99012	REGULAR SALARIES-99012	\$ -	\$ 31,494	\$ 31,494
2	100	10522	54001	99012	TRAVEL & PER DIEM-99012	\$ -	\$ 96	\$ 96
3	100	10522	54614	99012	REPAIR & MAINT-EQUIPMENT-99012	\$ -	\$ 53	\$ 53
4	100	10522	54900	99012	OTHER CURRENT CHARGES-99012	\$ -	\$ 3,144	\$ 3,144
5	100	10522	55200	99012	OPERATING SUPPLIES-99012	\$ -	\$ 1,800	\$ 1,800
6	100	10522	55204	99012	MINOR EQUIPMENT-99012	\$ -	\$ 2,080	\$ 2,080
7	100	10522	55205	99012	SAFETY EQUIPMENT-99012	\$ -	\$ 200	\$ 200
8	100	10529	12100	99012	REGULAR SALARIES-99012	\$ -	\$ 2,430	\$ 2,430
								\$ -
								\$ -
								\$ -

 TOTAL: \$ - \$ 41,297 \$ 41,297
 Current Budget Net Change Revised Budget

#	Reason/Justification for requested amendment:
1,8	Item not budgeted in Current FY <i>Hurricane Milton-</i>
	<i>During Hurricane Milton, our city's Storm Work policy was activated.</i>
	<i>The adjustments above represent the additional salary expenses from staff</i>
	<i>working during the storm.</i>
(2-7)	Item not budgeted in Current FY <i>During the storm, city staff were called in so that we could rapidly respond to any</i>
	<i>issues. These costs include food and water for employees who stayed overnight</i>
	<i>during the storm, chain saws for debris cleanup, items to secure city property, and</i>
	<i>waders to assist at Emerald Lakes.</i>
	<i>These costs will be submitted to FEMA to request reimbursement.</i>

 Department Head

 Finance Review

 Interim City Manager

Form 5



Budget Amendment Request Form

Date 12/20/2024
Department Building Services

Funding Source: Fund: 100 - General

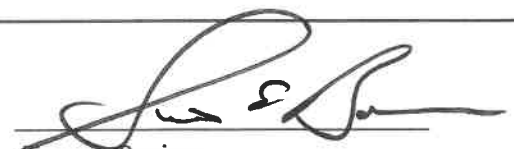
Account Amendments Requested

#	FUND	ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	Current Budget	Increase / (Decrease)	Revised Budget
1	110	11524	12100	99012	REGULAR SALARIES-99012	\$ -	\$ 587	\$ 587
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -

TOTAL: \$ - \$ 587 \$ 587
Current Budget Net Change Revised Budget

#	Reason/Justification for requested amendment:
1	Item not budgeted in Current FY <i>Hurricane Milton-</i> <i>During Hurricane Milton, our city's Storm Work policy was activated.</i> <i>The adjustments above represent the additional salary expenses from staff</i> <i>working during the storm.</i>


Department Head


Finance Review


Interim City Manager

Form 6**Budget Amendment Request Form**Date 12/20/2024Department Public Works/ServicesFunding Source: Fund: 410 - Water**Account Amendments Requested**

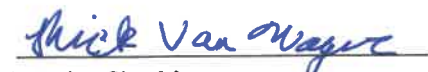
#	FUND	ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	Current Budget	Increase / (Decrease)	Revised Budget
1	410	41533	12100	99012	REGULAR SALARIES-99012	\$ -	\$ 5,729	\$ 5,729
2	410	41533	12120	99012	OVERTIME SALARIES-99012	\$ -	\$ 5,395	\$ 5,395
3	410	41533	54600	99012	REPAIR & MAINT-BUILDINGS-99012	\$ -	\$ 1,000	\$ 1,000
4	410	41533	54900	99012	OTHER CURRENT CHARGES-99012	\$ -	\$ 403	\$ 403
5	410	41533	55204	99012	MINOR EQUIPMENT-99012	\$ -	\$ 1,296	\$ 1,296
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -

TOTAL: \$ - \$ 13,823 \$ 13,823
 Current Budget Net Change Revised Budget

#	Reason/Justification for requested amendment:
(1-2)	Item not budgeted in Current FY <i>Hurricane Milton-</i> <i>During Hurricane Milton, our city's Storm Work policy was activated.</i> <i>The adjustments above represent the additional salary expenses from staff working during the storm.</i>
(3-5)	Item not budgeted in Current FY <i>These costs include food for overnight staff, supplies to secure facilities and equipment, rain suits, and material for repairs at the East Plant.</i> <i>These costs will be submitted to FEMA to request reimbursement.</i>


 Department Head


 Finance Review


 Interim City Manager

Form 7**Budget Amendment Request Form**Date 12/20/2024Department Public Works/ServicesFunding Source: Fund: 490 - Sanitation**Account Amendments Requested**

#	FUND	ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	Current Budget	Increase / (Decrease)	Revised Budget
1	490	49534	12100	99012	REGULAR SALARIES-99012	\$ -	\$ 17,820	\$ 17,820
2	490	49534	12120	99012	OVERTIME SALARIES-99012	\$ -	\$ 38,135	\$ 38,135
3	490	49534	54304	99012	SOLID WASTE DISPOSAL FEE-99012	\$ -	\$ 15,000	\$ 15,000
4	490	49534	54601	99012	REPAIR & MAINT-VEHICLES-99012	\$ -	\$ 2,914	\$ 2,914
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -

TOTAL: \$ - \$ 73,869 \$ 73,869
 Current Budget Net Change Revised Budget

#	Reason/Justification for requested amendment:
(1-2)	Item not budgeted in Current FY <i>Hurricane Milton-</i>
	<i>During Hurricane Milton, our city's Storm Work policy was activated.</i>
	<i>The adjustments above represent the additional salary expenses from staff working during the storm.</i>
(3-4)	Item not budgeted in Current FY <i>After the storm, city vehicles were used to collect debris and take it to a location where it could be safely burned down to ash. The trucks used to haul the debris needed some repairs and the ash from the debris pile was hauled to the Groveland Transfer station where we are charged to drop it off. These costs will be submitted to FEMA to request reimbursement.</i>


 Department Head


 Finance Review


 Interim City Manager

Form 8**Budget Amendment Request Form**
 Date 12/20/2024
 Department Public Works/Services
Funding Source: Fund: 420 - Sewer**Account Amendments Requested**

#	FUND	ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	Current Budget	Increase / (Decrease)	Revised Budget
1	420	42535	12100	99012	REGULAR SALARIES-99012	\$ -	\$ 9,283	\$ 9,283
2	420	42535	12120	99012	OVERTIME SALARIES-99012	\$ -	\$ 4,489	\$ 4,489
3	420	42535	54600	99012	REPAIR & MAINT-BUILDINGS-99012	\$ -	\$ 1,000	\$ 1,000
4	420	42535	54900	99012	OTHER CURRENT CHARGES-99012	\$ -	\$ 403	\$ 403
5	420	42535	55204	99012	MINOR EQUIPMENT-99012	\$ -	\$ 150	\$ 150
6	420	42535	55205	99012	SAFETY EQUIPMENT-99012	\$ -	\$ 28	\$ 28
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -

 TOTAL: \$ - \$ 15,353 \$ 15,353
 Current Budget Net Change Revised Budget

#	Reason/Justification for requested amendment:
(1-2)	Item not budgeted in Current FY <i>Hurricane Milton-</i>
	<i>During Hurricane Milton, our city's Storm Work policy was activated.</i>
	<i>The adjustments above represent the additional salary expenses from staff</i>
	<i>working during the storm.</i>
(3-6)	Item not budgeted in Current FY <i>During the storm, city staff were called in so that we could rapidly respond to any</i>
	<i>issues. These costs include food and water for employees who stayed overnight</i>
	<i>during the storm and a portion of the costs to secure and repair facilities.</i>
	<i>These costs will be submitted to FEMA to request reimbursement.</i>

 Department Head

 Finance Review

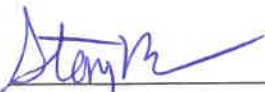
 Interim City Manager

Form 9**Budget Amendment Request Form**Date 12/20/2024Department Public Works/ServicesFunding Source: Fund: 450 - Stormwater**Account Amendments Requested**

#	FUND	ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	Current Budget	Increase / (Decrease)	Revised Budget
1	450	45538	12100	99012	REGULAR SALARIES-99012	\$ -	\$ 8,864	\$ 8,864
2	450	45538	12120	99012	OVERTIME SALARIES-99012	\$ -	\$ 5,431	\$ 5,431
3	450	45538	54614	99012	REPAIR & MAINT-EQUIPMENT-99012	\$ -	\$ 521	\$ 521
4	450	45538	54900	99012	OTHER CURRENT CHARGES-99012	\$ -	\$ 66	\$ 66
5	450	45538	55200	99012	OPERATING SUPPLIES-99012	\$ -	\$ 6,000	\$ 6,000
6	450	45538	55205	99012	SAFETY EQUIPMENT-99012	\$ -	\$ 187	\$ 187
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -

TOTAL: \$ - \$ 21,069 \$ 21,069
 Current Budget Net Change Revised Budget

#	Reason/Justification for requested amendment:
(1-2)	Item not budgeted in Current FY <i>Hurricane Milton-</i> <i>During Hurricane Milton, our city's Storm Work policy was activated.</i> <i>The adjustments above represent the additional salary expenses from staff</i> <i>working during the storm.</i>
(3-6)	Item not budgeted in Current FY <i>During the storm, city staff were called in so that we could rapidly respond to any</i> <i>issues. These costs include food for overnights staff, sandbags for city residents</i> <i>to use, a silt fence to help manage flooded areas, and safety equipment for</i> <i>running chainsaws and pole saws.</i> <i>These costs will be submitted to FEMA to request reimbursement.</i>


 Department Head


 Finance Review


 Interim City Manager

**Budget Amendment Request Form**
 Date 12/20/2024
 Department Public Works/Services
Funding Source: Fund: 100 - General**Account Amendments Requested**

#	FUND	ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	Current Budget	Increase / (Decrease)	Revised Budget
1	100	10541	12100	99012	REGULAR SALARIES-99012	\$ -	\$ 8,571	\$ 8,571
2	100	10541	12120	99012	OVERTIME SALARIES-99012	\$ -	\$ 5,578	\$ 5,578
3	100	10541	54400	99012	RENTALS-EQUIPMENT-99012	\$ -	\$ 38,000	\$ 38,000
4	100	10541	54601	99012	REPAIR & MAINT-VEHICLES-99012	\$ -	\$ 298	\$ 298
5	100	10541	54602	99012	R & M-STREET SIGNS-99012	\$ -	\$ 3,000	\$ 3,000
6	100	10541	54603	99012	REPAIR & MAINT-STREETS-99012	\$ -	\$ 200	\$ 200
7	100	10541	54605	99012	REPAIR & MAINT-TREES-99012	\$ -	\$ 76,707	\$ 76,707
								\$ -
								\$ -
								\$ -
								\$ -

 TOTAL: \$ - \$ 132,354 \$ 132,354
 Current Budget Net Change Revised Budget

#	Reason/Justification for requested amendment:
(1-2)	Item not budgeted in Current FY <i>Hurricane Milton-</i> <i>During Hurricane Milton, our city's Storm Work policy was activated.</i> <i>The adjustments above represent the additional salary expenses from staff</i> <i>working during the storm.</i>
(3-7)	Item not budgeted in Current FY <i>City staff have been repairing facilities and roads damaged by Hurricane Milton.</i> <i>There are also repair costs for the vehicles that were used to move debris and</i> <i>road signs that needed to be replaced or fixed. We also hired a contractor to cut up</i> <i>downed trees in our parks and we are renting an excavator to assist with burning</i> <i>storm debris.</i> <i>These costs will be submitted to FEMA to request reimbursement.</i>

 Department Head

 Finance Review

 Interim City Manager



Budget Amendment Request Form

Date 12/20/2024
Department Public Works/Services

Funding Source: Fund: 100 - General

Account Amendments Requested

#	FUND	ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	Current Budget	Increase / (Decrease)	Revised Budget
1	100	10541	54614	99012	REPAIR & MAINT-EQUIPMENT-99012	\$ -	\$ 143	\$ 143
2	100	10541	54900	99012	OTHER CURRENT CHARGES-99012	\$ -	\$ 443	\$ 443
3	100	10541	55200	99012	OPERATING SUPPLIES-99012	\$ -	\$ 4,524	\$ 4,524
4	100	10541	55204	99012	MINOR EQUIPMENT-99012	\$ -	\$ 486	\$ 486
5	100	10541	55205	99012	SAFETY EQUIPMENT-99012	\$ -	\$ 960	\$ 960
6	100	10541	55300	99012	ROAD MATERIALS-99012	\$ -	\$ 3,185	\$ 3,185
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -

TOTAL: \$ - \$ 9,741 \$ 9,741
Current Budget Net Change Revised Budget

#	Reason/Justification for requested amendment:
(1-6)	Item not budgeted in Current FY <i>City staff have been repairing facilities and roads damaged by Hurricane Milton. There are also repair costs for the vehicles that were used to move debris and road signs that needed to be replaced or fixed. We also hired a contractor to cut up downed trees in our parks and we are renting an excavator to assist with burning storm debris. These costs will be submitted to FEMA to request reimbursement.</i>


Department Head


Finance Review


Interim City Manager

Form 12**Budget Amendment Request Form**Date 12/20/2024Department Public Works/ServicesFunding Source: Fund: 100 - General, 130 - Cemetery**Account Amendments Requested**

#	FUND	ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	Current Budget	Increase / (Decrease)	Revised Budget
1	100	10542	12100	99012	REGULAR SALARIES-99012	\$ -	\$ 9,364	\$ 9,364
2	100	10542	12120	99012	OVERTIME SALARIES-99012	\$ -	\$ 5,741	\$ 5,741
3	100	10542	54501	99012	SELF-INSUR LIAB CLAIMS-99012	\$ -	\$ 32,000	\$ 32,000
4	100	10542	54606	99012	REPAIR & MAINT-GROUNDS-99012	\$ -	\$ 9,000	\$ 9,000
5	100	10542	54614	99012	REPAIR & MAINT-EQUIPMENT-99012	\$ -	\$ 214	\$ 214
6	100	10542	54617	99012	R & M-FISHING PIERS-99012	\$ -	\$ 170	\$ 170
7	100	10542	54900	99012	OTHER CURRENT CHARGES-99012	\$ -	\$ 443	\$ 443
8	100	10542	55200	99012	OPERATING SUPPLIES-99012	\$ -	\$ 2,306	\$ 2,306
9	100	10542	55204	99012	MINOR EQUIPMENT-99012	\$ -	\$ 215	\$ 215
10	100	10542	66301	60545	CAP OUT-RECREATION-60545	\$ -	\$ 28,000	\$ 28,000
11	130	13542	12100	99012	REGULAR SALARIES-99012	\$ -	\$ 1,582	\$ 1,582

TOTAL: \$ - \$ 89,035 \$ 89,035

Current Budget Net Change Revised Budget

#	Reason/Justification for requested amendment:
(1,2,11)	Item not budgeted in Current FY <i>Hurricane Milton-</i>
	<i>During Hurricane Milton, our city's Storm Work policy was activated.</i>
	<i>The adjustments above represent the additional salary expenses from staff</i>
	<i>working during the storm.</i>
(3-10)	<i>City staff have been repairing facilities damaged by Hurricane Milton. These are</i>
	<i>costs to secure buildings before the storm and make minor repairs afterwards.</i>
	<i>This also includes an estimate to repair damaged roofs at Park Pals and Bishop .</i>
	<i>Field.</i>
	<i>These costs will be submitted to FEMA to request reimbursement</i>

Department Head

Finance Review

Interim City Manager

Form 13



Budget Amendment Request Form

Date 12/20/2024
 Department Public Works/Services

Funding Source: Fund: 100 - General

Account Amendments Requested

#	FUND	ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	Current Budget	Increase / (Decrease)	Revised Budget
1	100	10544	12100	99012	REGULAR SALARIES-99012	\$ -	\$ 1,359	\$ 1,359
2	100	10544	12120	99012	OVERTIME SALARIES-99012	\$ -	\$ 188	\$ 188
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -

TOTAL: \$ - \$ 1,547 \$ 1,547
 Current Budget Net Change Revised Budget

#	Reason/Justification for requested amendment:
(1-2)	Item not budgeted in Current FY <i>Hurricane Milton-</i>
	<i>During Hurricane Milton, our city's Storm Work policy was activated.</i>
	<i>The adjustments above represent the additional salary expenses from staff</i>
	<i>working during the storm.</i>


 Department Head


 Finance Review


 Interim City Manager



Budget Amendment Request Form

Date 12/20/2024
Department Public Works/Services

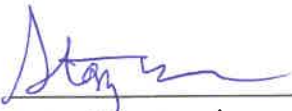
Funding Source: Fund: 100 - General

Account Amendments Requested

#	FUND	ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	Current Budget	Increase / (Decrease)	Revised Budget
1	100	10545	54900	99012	OTHER CURRENT CHARGES-99012	\$ -	\$ 616	\$ 616

TOTAL: \$ - \$ 616 \$ 616
Current Budget Net Change Revised Budget

#	Reason/Justification for requested amendment:			
1	Item not budgeted in Current FY	The costs below were for Engineering and Inspections staff. They purchased flashlights, rain suits, and recovery straps. These costs will be submitted to FEMA to request reimbursement.		


Department Head


Finance Review


Interim City Manager



Budget Amendment Request Form

Date 12/20/2024
 Department Public Works/Services

Funding Source: Fund: 100 - General

Account Amendments Requested

#	FUND	ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	Current Budget	Increase / (Decrease)	Revised Budget
1	100	10549	12100	99012	REGULAR SALARIES-99012	\$ -	\$ 2,216	\$ 2,216
2	100	10549	12120	99012	OVERTIME SALARIES-99012	\$ -	\$ 1,213	\$ 1,213
3	100	10549	54501	99012	SELF-INSUR LIAB CLAIMS-99012	\$ -	\$ 19,000	\$ 19,000
4	100	10549	54600	99012	REPAIR & MAINT-BUILDINGS-99012	\$ -	\$ 1,000	\$ 1,000
5	100	10549	54606	99012	REPAIR & MAINT-GROUNDS-99012	\$ -	\$ 45	\$ 45
6	100	10549	54900	99012	OTHER CURRENT CHARGES-99012	\$ -	\$ 66	\$ 66
7	100	10549	55200	99012	OPERATING SUPPLIES-99012	\$ -	\$ 336	\$ 336
8	100	10549	55204	99012	MINOR EQUIPMENT-99012	\$ -	\$ 187	\$ 187
								\$ -
								\$ -
								\$ -

TOTAL: \$ - \$ 24,063 \$ 24,063
 Current Budget Net Change Revised Budget

#	Reason/Justification for requested amendment:
(1-2)	Item not budgeted in Current FY <i>Hurricane Milton-</i>
	<i>During Hurricane Milton, our city's Storm Work policy was activated.</i>
	<i>The adjustments above represent the additional salary expenses from staff working during the storm.</i>
(3-8)	Item not budgeted in Current FY <i>City staff have been repairing facilities damaged by Hurricane Milton. These are costs to secure buildings before the storm and make minor repairs afterwards.</i>
	<i>This also includes an estimate to repair a damaged roof at Fire Station #3 and replace light fixtures at Kehlor park.</i>
	<i>These costs will be submitted to FEMA to request reimbursement.</i>


 Department Head


 Finance Review


 Interim City Manager



Budget Amendment Request Form

Date 12/20/2024
 Department Parks & Recreation

Funding Source: Fund: 100 - General

Account Amendments Requested

#	FUND	ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	Current Budget	Increase / (Decrease)	Revised Budget
1	100	10572	66301	60545	CAP OUT-REC INS CLAIM REIMB	\$ -	\$ 24,000	\$ 24,000
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -

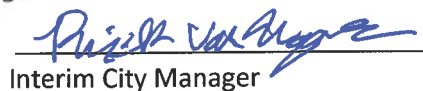
TOTAL: \$ - \$ 24,000 \$ 24,000
 Current Budget Net Change Revised Budget

Reason/Justification for requested amendment:

1	Item not budgeted in Current FY	<i>Hurricane Milton-</i>
		<i>During Hurricane Milton, the scoreboard at Hancock park was damaged.</i>
		<i>Nevco Quote#00177247</i>
		<i>Baseball / Softball LED Scoreboard installed with wireless control.</i>


 Department Head


 Finance Review


 Interim City Manager



Budget Amendment Request Form

Date 12/20/2024
 Department Public Works/Services

Funding Source: Fund: 100 - General

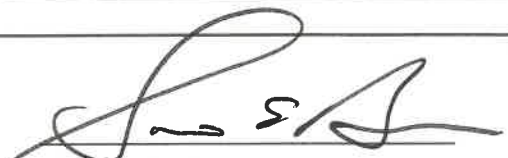
Account Amendments Requested

#	FUND	ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	Current Budget	Increase / (Decrease)	Revised Budget
1	100	10572	54501	99012	SELF-INSUR LIAB CLAIMS-99012	\$ -	\$ 5,000	\$ 5,000
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -

TOTAL: \$ - \$ 5,000 \$ 5,000
 Current Budget Net Change Revised Budget

#	Reason/Justification for requested amendment:
1	Item not budgeted in Current FY <i>The Kern House at the Historic Village sustained damage during the storm.</i>
	<i>The cost is for repairs.</i>
	<i>These costs will be submitted to FEMA to request reimbursement.</i>


 Department Head


 Finance Review


 Interim City Manager



Budget Amendment Request Form

Date 12/20/2024
 Department Parks & Recreation

Funding Source: Fund: 100 - General

Account Amendments Requested

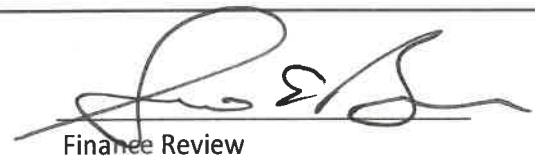
#	FUND	ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	Current Budget	Increase / (Decrease)	Revised Budget
1	100	10575	54600	99012	REPAIR & MAINT-BUILDINGS-99012	\$ -	\$ 4,450	\$ 4,450
2	100	10575	55204	99012	MINOR EQUIPMENT-99012	\$ -	\$ 355	\$ 355
3	100	10579	55204	99012	MINOR EQUIPMENT-99012	\$ -	\$ 1,125	\$ 1,125
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -

TOTAL: \$ - \$ 5,930 \$ 5,930
 Current Budget Net Change Revised Budget

Reason/Justification for requested amendment:

(1-3)	Item not budgeted in Current FY	<i>The Arts & Recreation Center had minor damage from Hurricane Milton.</i>
		<i>The costs below are to replace a sign and to replace a coping cap and patch a few areas on the roof.</i>
		<i>These costs will be submitted to FEMA to request reimbursement.</i>


 Department Head


 Finance Review


 Interim City Manager



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date									
Tuesday, January 28, 2025									
Agenda Item Name									
Resolution No. 2025-003R <i>FY25 Budget Amendment #2</i>									
Requested Action									
Request approval of Resolution No. 2025-003R to amend the Fiscal Year 2025 Budget.									
Staff Report									
Please find attached details related to the proposed budget amendment. The bulk of the amendment includes contractual obligations related to capital projects and purchases that were not completed prior to the end of the previous fiscal year. Budget authorizations that were not completed at the conclusion of FY 2024 were returned to the applicable fund balance. Approval of the resolution will re-appropriate the funds, thereby providing staff with the spending authority to process the payments for these obligations. This carryover activity reflects \$3,927,019 of the total amended expenses. The ARPA interfund transfer of \$3,092,329 is a follow up item from the 07/23/204 City Council meeting which obligated any remaining ARPA funds towards the WWTP project. The exact dollar amount was not known at the time, yet ARPA rules required city council action to obligate all funds prior to 12/31/2024. Both the revenue to the Sewer Fund and the expense to the ARPA Fund is included, thus making it a budget neutral item. The remaining \$212,799 in amendment expenses reflects new appropriation requests. Detail is provided in the attached request forms. <u>SUMMARY OF EXPENSES</u> <table><tr><td>FYE 2024 Carryover Obligations</td><td>\$3,927,019</td></tr><tr><td>ARPA Interfund Transfer</td><td>\$3,092,329</td></tr><tr><td>New FYE 2025 Obligation Requests</td><td>\$212,799</td></tr><tr><td>Total Expenses</td><td>\$7,232,147</td></tr></table>		FYE 2024 Carryover Obligations	\$3,927,019	ARPA Interfund Transfer	\$3,092,329	New FYE 2025 Obligation Requests	\$212,799	Total Expenses	\$7,232,147
FYE 2024 Carryover Obligations	\$3,927,019								
ARPA Interfund Transfer	\$3,092,329								
New FYE 2025 Obligation Requests	\$212,799								
Total Expenses	\$7,232,147								
Additional Analysis									
Additional detail provided on the attached budget request forms.									
Fiscal Impact Summary									
The use of unassigned fund balance is recommended. City policy requires a minimum unassigned fund balance of 25% of annual operating costs in the General Fund and Enterprise Funds. The city would remain in compliance. <i>Note - the following data only reflects amendment activity.</i>									

FUND	ACCOUNT TYPE	CURRENT BUDGET	PROPOSED INCREASE (DECREASE)	REVISED BUDGET
Tree Fund	Revenue	\$0	\$126,000	\$126,000
Sewer Fund	Revenue	0	3,092,329	3,092,329
	Revenue Net Change		\$3,218,329	
General Fund	Expense	\$2,250	\$396,585	\$398,835
PD Asset Forfeiture Fund	Expense	0	19,000	19,000
Tree Fund	Expense	0	20,000	20,000
Infrastructure Fund	Expense	1,044,430	560,076	1,604,506
Recreation Impact Fund	Expense	0	1,058,667	1,058,667
Fire Impact Fund	Expense	0	981,826	981,826
ARPA Fund	Expense	0	3,092,329	3,092,329
Sewer Fund	Expense	1,015,000	323,458	1,338,458
Water Impact Fund	Expense	200,000	381,000	581,000
Sanitation Fund	Expense	0	399,206	399,206
	Expense Net Change		\$7,232,147	
Fiscal Impact		Fund Number and Description		Available Budget Amount
Exhibits Attached (copies of original agreements)				
1.	FY25 Budget Amendment #2 Resolution	FY25 Budget Amendment #2 Resolution.pdf		
2.	FY25 Budget Amendment #2 - Request Forms	FY25 Budget Amendment #2 - Request Forms.pdf		



**CITY OF CLERMONT
RESOLUTION NO 2025-003R**

**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
2024-2025**

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, 2024 to September 30, 2025.

NOW, THEREFORE, BE IT RESOLVED, that the above said budget amendments of the City of Clermont for the Fiscal Year 2024-2025 are hereby adopted.

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 28th day of January, 2025.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Christian W. Waugh, Interim City Attorney



**CITY OF CLERMONT
RESOLUTION NO 2025-003R**

Exhibit "A"

BUDGETARY ACCOUNT		ORIGINAL BUDGET		CURRENT BUDGET		REVENUES AMENDED		EXPENDITURES AMENDED		REVISED BUDGET	REF #	
100 - GENERAL FUND												
Expenses												
10511 - CITY CLERK												
66401 - CAP OUT-EQUIPMENT		\$	-	\$	-	\$	-	\$	5,000	\$	5,000	1.1
10522 - FIRE												
66401 - CAP OUT-EQUIPMENT		\$	-	\$	-	\$	-	\$	253,810	\$	253,810	6.1
10529 - FIRE INSPECTIONS												
66400 - CAP OUT-VEHICLES		\$	-	\$	-	\$	-	\$	73,775	\$	73,775	6.2
10574 - EVENTS												
88201 - CONTRIBUTIONS-GENERAL		\$	-	\$	-	\$	-	\$	44,000	\$	44,000	10.1
10575 - ARTS & RECREATION CENTER												
54630 - REPAIR & MAINT-OTHER		\$	2,250	\$	2,250	\$	-	\$	20,000	\$	22,250	10.2
Expenses Sum								\$	396,585			
NET CHANGE TO GENERAL FUND BALANCE							\$	(396,585)				
10A – POLICE DEPT ASSET FORFEITURE FUND												
Expenses												
10A521 - POLICE ASSET FORFEITURE												
54001 - TRAVEL & PER DIEM		\$	-	\$	-	\$	-	\$	3,000	\$	3,000	5.1
55204 - MINOR EQUIPMENT		\$	-	\$	-	\$	-	\$	5,000	\$	5,000	5.2
55212 - COMMUNITY RELATIONS		\$	-	\$	-	\$	-	\$	8,000	\$	8,000	5.3
55401 - TRAINING & EDUCATION		\$	-	\$	-	\$	-	\$	3,000	\$	3,000	5.4



**CITY OF CLERMONT
RESOLUTION NO 2025-003R**

BUDGETARY ACCOUNT	ORIGINAL BUDGET	CURRENT BUDGET	REVENUES AMENDED	EXPENDITURES AMENDED	REVISED BUDGET	REF #
Expenses Sum				\$ 19,000		
NET CHANGE TO PD ASSET FORFEITURE FUND BALANCE			\$ (19,000)			
10T - TREE FUND						
Revenues						
10T361 - INTEREST EARNINGS						
36100 - INTEREST EARNINGS	\$ -	\$ -	\$ 6,000	\$ -	\$ 6,000	9.1
10T366 - CONTRIBUTIONS & REIMBURSE						
36605 - CONTRIB FROM DEV TREE REPL FEE	\$ -	\$ -	\$ 120,000	\$ -	\$ 120,000	9.2
Revenues Sum			\$ 126,000			
Expenses						
10T542 - GROUND MAINTENANCE						
66302 - CAP OUT-LANDSCAPING	\$ -	\$ -	\$ -	\$ 20,000	\$ 20,000	9.3
Expenses Sum				\$ 20,000		
NET CHANGE TO TREE FUND BALANCE			\$ 106,000			
120 - INFRASTRUCTURE FUND						
Expenses						
12516 - INFORMATION TECHNOLOGY						
66406 - CAP OUT-IT NETWORK	\$ 55,000	\$ 55,000	\$ -	\$ 49,448	\$ 104,448	2.1
12521 - POLICE						
66400 - CAP OUT-VEHICLES	\$ 523,830	\$ 523,830	\$ -	\$ 168,747	\$ 692,577	4.1



**CITY OF CLERMONT
RESOLUTION NO 2025-003R**

BUDGETARY ACCOUNT	ORIGINAL BUDGET	CURRENT BUDGET	REVENUES AMENDED	EXPENDITURES AMENDED	REVISED BUDGET	REF #
12522 - FIRE						
66400 - CAP OUT-VEHICLES	\$ 320,000	\$ 265,600	\$ -	\$ 169,257	\$ 434,857	6.3
66401 - CAP OUT-EQUIPMENT	\$ -	\$ 54,400	\$ -	\$ 20,224	\$ 74,624	6.4
12572 - PARKS & RECREATION						
66300 - CAP OUT-OTHER IMPROVEMENT	\$ -	\$ -	\$ -	\$ 117,400	\$ 117,400	10.3
12574 - EVENTS						
66300 - CAP OUT-OTHER IMPROVEMENT	\$ -	\$ -	\$ -	\$ 55,000	\$ 55,000	10.4
12575 - ARTS & RECREATION CENTER						
66201 - CAP OUT-BUILDINGS	\$ 157,000	\$ 145,600	\$ -	\$ (20,000)	\$ 125,600	10.5
Expenses Sum				\$ 560,076		
NET CHANGE TO INFRASTRUCTURE FUND BALANCE			\$ (560,076)			

140 - RECECREATION IMPACT FUND						
Expenses						
14517 - DEBT SERVICE						
66101 - CAP OUT-LAND	\$ -	\$ -	\$ -	\$ 124,800	\$ 124,800	3.1
14575 - ARTS & RECREATION CENTER						
66300 - CAP OUT-OTHER IMPROVEMENT	\$ -	\$ -	\$ -	\$ 322,013	\$ 322,013	10.6
66900 - CAP OUT-PRO SVC	\$ -	\$ -	\$ -	\$ 611,854	\$ 611,854	10.7
Expenses Sum				\$ 1,058,667		
NET CHANGE TO REC IMPACT FUND BALANCE			\$ (1,058,667)			



**CITY OF CLERMONT
RESOLUTION NO 2025-003R**

BUDGETARY ACCOUNT	ORIGINAL BUDGET	CURRENT BUDGET	REVENUES AMENDED	EXPENDITURES AMENDED	REVISED BUDGET	REF #
160 - FIRE IMPACT FUND						
Expenses						
16522 - FIRE						
66900 - CAP OUT-PRO SVC	\$ -	\$ -	\$ -	\$ 586,270	\$ 586,270	6.5
16529 - FIRE IMPACT FEES - FI DIV						
66201 - CAP OUT-BUILDINGS	\$ -	\$ -	\$ -	\$ 395,556	\$ 395,556	6.6
Expenses Sum				\$ 981,826		
NET CHANGE TO FIRE IMPACT FUND BALANCE			\$ (981,826)			
180 - AMERICAN RESCUE PLAN ACT FUND						
Expenses						
18581 - TRANSFERS OUT						
99108 - TRANSFER TO SEWER FUND	\$ -	\$ -	\$ -	\$ 3,092,329	\$ 3,092,329	11.2
Expenses Sum				\$ 3,092,329		
NET CHANGE TO ARPA FUND BALANCE			\$ (3,092,329)			
420 - SEWER FUND						
Revenues						
42381 - TRANSFERS-IN						
38123 - TRANS FR ARPA FUND	\$ -	\$ -	\$ 3,092,329	\$ -	\$ 3,092,329	11.1
Revenues Sum			\$ 3,092,329			



**CITY OF CLERMONT
RESOLUTION NO 2025-003R**

BUDGETARY ACCOUNT	ORIGINAL BUDGET	CURRENT BUDGET	REVENUES AMENDED	EXPENDITURES AMENDED	REVISED BUDGET	REF #
Expenses						
42535 - SEWER						
66321 - CAP OUT-LIFT STATION IMPROV.	\$ 745,000	\$ 745,000	\$ -	\$ 300,000	\$ 1,045,000	7.1
66401 - CAP OUT-EQUIPMENT	\$ 270,000	\$ 270,000	\$ -	\$ 23,458	\$ 293,458	7.2
Expenses Sum				\$ 323,458		
NET CHANGE TO SEWER FUND BALANCE			\$ 2,768,871			
430 - WATER IMPACT FUND						
Expenses						
43533 - WATER IMPACT FEE						
66307 - CAP OUT-WATER SYSTEM	\$ 200,000	\$ 200,000	\$ -	\$ 381,000	\$ 581,000	7.3
Expenses Sum				\$ 381,000		
NET CHANGE TO WATER IMPACT FUND BALANCE			\$ (381,000)			
490 - SANITATION FUND						
Expenses						
49534 - SANITATION						
66400 - CAP OUT-VEHICLES	\$ -	\$ -	\$ 399,206	\$ 399,206	\$ 399,206	7.4
Expenses Sum				\$ 399,206		
NET CHANGE TO SANITATION FUND BALANCE			\$ (399,206)			



Budget Amendment Request Form

Date 12/20/2024
Department City Clerk

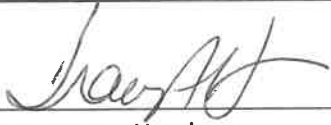
Funding Source: Fund: 100 - General Fund

Account Amendments Requested

#	FUND	ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	Current Budget	Increase / (Decrease)	Revised Budget
1	100	10511	66401		CAPITAL EQUIPMENT	\$ -	\$ 5,000	\$ 5,000

TOTAL: \$ - \$ 5,000 \$ 5,000
Current Budget Net Change Revised Budget

#	Reason/Justification for requested amendment:
1	Item not budgeted in Current FY <i>Clerks Office. PO# 20250144 - Desk unit for new City Clerk's office employee.</i>


Department Head


Finance Review


Interim City Manager



Date	12/20/2024
Department	Debt Service

[illegible]

TOTAL:	\$	-	\$	124,800	\$	124,800
		Current Budget		Net Change		Revised Budget

[illegible]


Finance Review

Rick Van Wagoner
Interim City Manager

Form 4**Budget Amendment Request Form**
 Date 12/20/2024
 Department Police Department
Funding Source: Fund: 120 - Infrastructure**Account Amendments Requested**

#	FUND	ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	Current Budget	Increase / (Decrease)	Revised Budget
1	120	12521	66400		CAP OUT-VEHICLES	\$ 523,830	\$ 168,747	\$ 692,577

 TOTAL: \$ 523,830 \$ 168,747 \$ 692,577
 Current Budget Net Change Revised Budget
Reason/Justification for requested amendment:

1	Carryover / Item(s) not Received	Vehicle(s). PO# 20246727 - Emergency equipment to upfit 5 Patrol Interceptors; PO# 20246728 - Emergency equipment to upfit CSI Van; PO# 20246730 - Emergency equipment to upfit 2 agency vehicles; PO# 20246731 - Emergency equipment to upfit 2 admin vehicles; PO# 20240785 - Harley motorcycle emergency equipment veh#2327

Department Head

Finance Review

Interim City Manager

Form 5



Budget Amendment Request Form

Date 12/20/2024
Department Police Department

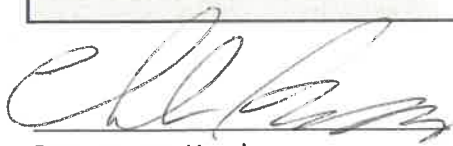
Funding Source: Fund: 10A - Police Department Asset Forfeiture

Account Amendments Requested

#	FUND	ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	Current Budget	Increase / (Decrease)	Revised Budget
1	10A	10A521	54001	21900	TRAVEL & PER DIEM	\$ -	\$ 3,000	\$ 3,000
2	10A	10A521	55204	21900	MINOR EQUIPMENT-21900	\$ -	\$ 5,000	\$ 5,000
3	10A	10A521	55212	21900	COMMUNITY RELATIONS	\$ -	\$ 8,000	\$ 8,000
4	10A	10A521	55401	21900	TRAINING & EDUCATION	\$ -	\$ 3,000	\$ 3,000

TOTAL: \$ - \$ 19,000 \$ 19,000
Current Budget Net Change Revised Budget

#	Reason/Justification for requested amendment:
(1-4)	Item not budgeted in Current FY <i>Police Dept. Forfeiture Funds. Police department restricted Asset Forfeiture Funds. Funds not normally budgeted in the past - New Budget for FY2025.</i>


Department Head


Finance Review


Interim City Manager

**Budget Amendment Request Form**Date 12/20/2024Department Fire DepartmentFunding Source: Fund: 100 - General Fund, 120 - Infrastructure, 160 - Fire Impact**Account Amendments Requested**

#	FUND	ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	Current Budget	Increase / (Decrease)	Revised Budget
1	100	10522	66401	22024	CAP OUT-EQUIPMENT	\$ -	\$ 253,810	\$ 253,810
2	100	10529	66400		CAP OUT-VEHICLES	\$ -	\$ 73,775	\$ 73,775
3	120	12522	66400		CAP OUT-VEHICLES	\$ 265,600	\$ 169,257	\$ 434,857
4	120	12522	66401		CAPITAL EQUIPMENT	\$ 54,400	\$ 20,224	\$ 74,624
5	160	16522	66900	22101	CAPOUT-PROSVC NEW FS#2 22101	\$ -	\$ 580,270	\$ 580,270
5	160	16522	66900	29800	CAP OUT-PRO SVC-29800	\$ -	\$ 6,000	\$ 6,000
6	160	16529	66201	29800	CAP OUT-BUILDINGS-FIRE INSPECT	\$ -	\$ 395,556	\$ 395,556

TOTAL: \$ 320,000 \$ 1,498,892 \$ 1,818,892
 Current Budget Net Change Revised Budget

#	Reason/Justification for requested amendment:	
1	Carryover / Item(s) not Received	Generator Replacement was not received in FY24. PO# 20245261 - Fire Station #1
2	Carryover / Item(s) not Received	Vehicle(s) not delivered in FY24. PO# 20248582 - One new Ford Expedition for Fire Prevention and outfit.
3	Carryover / Item(s) not Received	Vehicle(s) not delivered in FY2024. PO# 20241728 - Two Chevy Vans for Fire Training and Logistics PO# 20248582 - One Ford Expedition and outfit for Fire.
4	Carryover / Item(s) not Received	Boat and motor repair not returned until FY2025. PO# 20247664 - 300 HP Mercruiser Motor w/ 3 Year Warranty, #3269.
5	Carryover / Multi-year Project	New Fire Station#2. PO# 20236633 - Architectural Services for Fire Station #2; PO# 20247940 - Construction Manager At Risk for Fire Station #2.
5	Carryover / Multi-year Project	Fire Prevention. Last portion of PO not billed in FY2024 PO# 20243596 - Remaining Architecture Professional Services, 650 W Montrose.
6	Carryover / Multi-year Project	Fire Prevention. PO# 20250196 - Improvements of the Fire Prevention Facility.

Department Head

Finance Review

Interim City Manager

**Budget Amendment Request Form**Date 12/20/2024Department Public Works/ServicesFunding Source: Fund: 420 - Sewer, 430 - Water Impact, 490 - Sanitation**Account Amendments Requested**

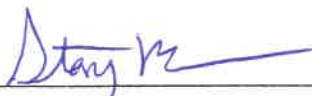
#	FUND	ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	Current Budget	Increase / (Decrease)	Revised Budget
1	420	42535	66321		LIFT STATION IMPROVEMENTS	\$ 745,000	\$ 300,000	\$ 1,045,000
2	420	42535	66401		CAPITAL EQUIPMENT	\$ 270,000	\$ 23,458	\$ 293,458
3	430	43533	66307	33112	CAP OUT-WTRSYS LOW FL ACQ33112	\$ 200,000	\$ 381,000	\$ 581,000
4	490	49534	66400	60545	CAP OUT-VEHICL-INS CLAIM 60545	\$ -	\$ 399,206	\$ 399,206

TOTAL: \$ 1,215,000 \$ 1,103,664 \$ 2,318,664

Current Budget Net Change Revised Budget

Reason/Justification for requested amendment:

1	Carryover / Project not Complete	Lift Station Rehabilitation. PO# 20250328 - Electrical improvements to Lift Station E3 & E17.
2	Carryover / Project not Complete	Equipment for pump refurbishment. PO# 20248828 - XYLEM: Capital equipment: LSE6 8/28/24.
3	Carryover / Multi-year Project	Lower Aquifer. Invoicing from previous FY was not as high as expected resulting in higher invoice amounts in FY25.
4	Carryover / Item(s) not Received	Sanitation Truck. PO# 20246149 - 2025 CRANE CARRIER SIDELOADER Claim # VA2024115156


Department Head


Finance Review


Interim City Manager

**Budget Amendment Request Form**Date 12/20/2024Department Parks & RecreationFunding Source: Fund: 100 - General Fund, 120 - Infrastructure, 140 - Recreation Impact**Account Amendments Requested**

#	FUND	ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	Current Budget	Increase / (Decrease)	Revised Budget
1	100	10574	88201		CONTRIBUTIONS EXPENSE-GENERAL	\$ -	\$ 44,000	\$ 44,000
2	100	10575	54630		REPAIR & MAINT-OTHER	\$ 2,250	\$ 20,000	\$ 22,250
3	120	12572	66300	72905	CAP OUT-OTHER IMPROVEMENT	\$ -	\$ 57,950	\$ 57,950
3	120	12572	56300	72907	CAP OUT-OTHER IMP 72907	\$ -	\$ 59,450	\$ 59,450
4	120	12574	66300	72101	CAP OUT-OTHER IMPROVEMENT	\$ -	\$ 55,000	\$ 55,000
5	120	12575	66201	72118	CAP OUT-BUILDINGS	\$ 145,600	\$ (20,000)	\$ 125,600
6	140	14575	66300	72924	CAP OUT-OTHER IMPR - 72924	\$ -	\$ 322,013	\$ 322,013
7	140	14575	66900	72129	CAP OUT-PRO SVC	\$ -	\$ 611,854	\$ 611,854

TOTAL: \$ 147,850 \$ 1,150,267 \$ 1,298,117
 Current Budget Net Change Revised Budget

#	Reason/Justification for requested amendment:
1	Item not budgeted in Current FY <i>Community grants. - Community grants for event sponsorships.</i>
2	Correcting error in budgeting <i>Move Budget. REC# 2500858 - Level & seal pool deck pavers at the Clermont ARC. Project not appropriate for Infrastructure use.</i>
(3-4)	Carryover / Project not Completed <i>Park Pavilions. Work to be completed in FY2025. PO# 2500244[REC] - Waterfront, Palatlahaha, Felter. New Park Pavilions.</i>
5	Correcting error in budgeting <i>Move Budget. REC# 2500858 - Level & seal pool deck pavers at the Clermont ARC. Project not appropriate for Infrastructure use.</i>
6	Carryover / Project not Completed <i>Pickleball Courts. PO# 20248578 - Fencing; PO# 20248657 - Shade Structure PO# 20248581 - Pickle Ball Court Lighting.</i>
7	Carryover / Multi-year Project <i>Meet Us in the Middle Project. PO# 20244046 - Halff 8TH Street/Meet Us In The PO# 20244048 - Powell 8th Street/Meet Us In The Middle Task Order.</i>

Department Head

Finance Review

Interim City Manager



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 28, 2025		
Agenda Item Name		
Mediated Settlement Agreement <i>Clermont West Phase 2</i>		
Requested Action		
Recommend approval of the Mediated Settlement Agreement.		
Staff Report		
The applicant, Clermont West Investors LLC, applied for a conditional use permit to allow for two hotels to occupy more than 20,000 square feet of floor space, to allow shared parking, and to allow a residential storage warehouse greater than 20,000 square feet in the C-2 General Commercial zoning district. Along with this request, the applicant originally requested seven special conditions to be considered by City Council. The application was presented to City Council on August 27, 2024. Conditional Use Permit Resolution No. 2024-018R was denied by City Council with a vote 5-0. The applicant, under Florida Statute 70.51(17)(a), filed a request for relief with the City in this matter. On December 17, 2024, a mediation conference was held with a special magistrate, Mr. Lewis Stone, Esquire, presiding over the matter at hand. City staff and the applicant and their representatives were present and a variety of possible solutions were discussed. A final solution was agreed upon by all parties involved and is documented in the attached mediated settlement agreement. If City Council approves the mediated settlement agreement, then Resolution No. 2025-006R will be presented for consideration.		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2024-01-06 CWI v Clermont Settlement Agreement clean FULL	2024-01-06 CWI v Clermont Settlement Agreement clean FULL.pdf	
2. 001_CUP Request Denial Letter - 1250 E. Highway 50_Clermont West Ph2_Signed	001_CUP Request Denial Letter - 1250 E. Highway 50_Clermont West Ph2_Signed.pdf	

IN AND BEFORE A SPECIAL MASTER IN AND FOR
THE CITY OF CLERMONT, FLORIDA

CLERMONT WEST INVESTORS, LLC,
Petitioner,

Property No. AKN 1103916

v.
THE CITY OF CLERMONT,
Florida, a Municipal Corporation,

Respondent.

_____ /

MEDIATED SETTLEMENT AGREEMENT

This Mediated Settlement Agreement (the “Agreement”) is entered into by and among the Petitioner CLERMONT WEST INVESTORS, LLC (“CWI”); and the Respondent, CITY OF CLERMONT, FLORIDA (“Clermont” or the “City”). The undersigned parties who have signed this Agreement (collectively “Parties” and individually “Party”), have entered into this Agreement pursuant to the stipulations and agreements reached at the mediation conference held in this matter on December 17, 2024, before Lewis Stone, Esquire, pursuant to Section 70.51(17)(a), Florida Statutes. The parties have agreed to settle the disputes in this case as follows:

1. The Concept Plan attached as Exhibit “A” to this Agreement shall be attached as an exhibit to the Conditional Use Permit Resolution No. 2024-018R (or its renumbered document/form, hereafter “Resolution”) to be considered by the Clermont City Council for approval as a part of this Agreement, replacing in its entirety the Concept Plan considered and rejected by the City Council on August 27, 2024. The Parties understand that matters such as parking allocations between handicapped and regular spaces, as well as the number of required spaces more generally, are not resolved at the Concept Plan approval stage, but later during a site plan review.

2. The Concept Plan changes agreed to are:

- a. Relocating the planned day care facility ten (10) feet south;
 - b. Constructing a retaining wall between the day care facility and Hooks Street;
 - c. Day care orientation changed;
 - d. Day care parking and access relocated to provide parking as a buffer to the access road and isolate the access road from potential pedestrian/bicycle conflicts;
 - e. The addition of a minimum of two (2) ‘pocket parks’ to provide green space and passive outdoor experience;
 - f. Walking and/or bicycling access and connectivity throughout the project
3. CWI shall remove the following requests in regards to its application:
 - a. To allow a front yard setback of 10 feet for hotel parcels (facing SR 50);
 - b. To allow side yard setbacks of 10 feet for internal lot lines; and
 - c. To allow maximum building height up to 65 feet.
4. The Resolution shall be amended to include:
 - a. A maximum of three land development regulation waivers, in lieu of the six originally considered:
 - i. to allow zero (0) foot internal landscape buffers between internal lot lines;
 - ii. to allow a maximum grading within the perimeter landscape buffers up to 25% slope; and
 - iii. to allow more than 10 parking spaces, but no more than 12 spaces without a landscape island.
 - b. The following conditions shall be included in the Resolution:
 - i. “In no event shall the operation of any business within the project be or become a public nuisance as defined by City Code Section 1-142(c) or other applicable nuisance statutes, such as §823.05, Fla.

Stat. In addition to all other remedies at law or equity, if the City issues a Notice of Violation or other notice to the property owner citing such public nuisance activity, the case shall be heard by the City Public Nuisance Abatement Board or City Code Enforcement Board, as provided by the City Code. Nothing herein is intended to supplant or reduce the City's authority granted in Chapter 162, Florida Statutes

- ii. The daycare shall require students to be escorted in by an adult, with no unescorted drop-off or pick-up by policy.

5. Non-substantial changes to the Resolution may be included by City staff and approved or denied by the City Council.

6. This Agreement shall be considered and approved or rejected by the City Council pursuant to Section 70.51, Florida Statutes.

7. If approved by the City Council the amendment to or replacement of the Resolution shall be considered by the City Council, as a continuation of consideration of the Resolution; if feasible both issues shall be considered at the same public hearing, which shall be advertised and comply with all Florida Statute and City code provisions regarding the adoption of resolutions.

8. **Entire Agreement.** Subject to approval by the City Council pursuant to Section 70.51(21) and (22), F.S., this Agreement sets forth the entire and complete settlement agreement between the Parties relative to this matter and may not be modified or amended except by written agreement executed by all the Parties set forth below. This Agreement may not be modified by oral discussions prior to or after its execution.

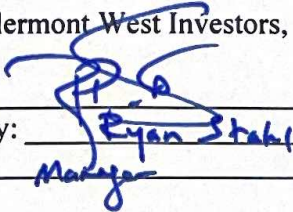
9. **No Admissions.** This Agreement is made as a settlement and compromise of highly contested, disputed claims. No party to it admits any liability or wrongdoing as a result of the execution of this Agreement.

10. **Approval by City Council.** Pursuant to Section 70.51(21) and (22), F.S., this Agreement shall be considered by the City Council within 45 days of execution of this Agreement. Disposition of this Agreement shall be pursuant to the terms of Section 70.51(21) and (22), F.S.

11. **Counterparts.** This Agreement may be executed by two (2) or more original, photocopy, facsimile or electronically signed counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

Petitioner

Clermont West Investors, LLC

By:  its
Manager

Jimmy D. Crawford, Esquire
Attorney for Petitioner

Respondent:

City of Clermont, Florida

By: Rick Van Wagner
Interim City Manager

Christian Waugh
Interim City Attorney

Lewis Stone

Lewis Stone, Esquire
Special Magistrate

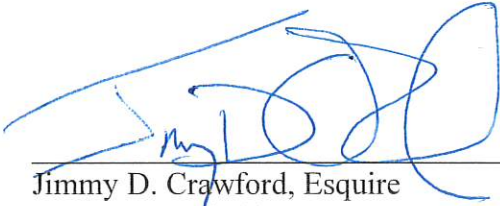
10. **Approval by City Council.** Pursuant to Section 70.51(21) and (22), F.S., this Agreement shall be considered by the City Council within 45 days of execution of this Agreement. Disposition of this Agreement shall be pursuant to the terms of Section 70.51(21) and (22), F.S.

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Petitioner

Clermont West Investors, LLC

By: _____ its



Jimmy D. Crawford, Esquire
Attorney for Petitioner

Respondent:

City of Clermont, Florida

By: Rick Van Wagner
Interim City Manager

Christian Waugh
Interim City Attorney

Lewis Stone, Esquire
Special Magistrate

10. **Approval by City Council.** Pursuant to Section 70.51(21) and (22), F.S., this Agreement shall be considered by the City Council within 45 days of execution of this Agreement. Disposition of this Agreement shall be pursuant to the terms of Section 70.51(21) and (22), F.S.

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Petitioner

Clermont West Investors, LLC

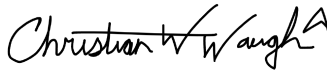
By: _____ its

Jimmy D. Crawford, Esquire
Attorney for Petitioner

Respondent:

City of Clermont, Florida


By: Rick Van Wagner
Interim City Manager



Christian Waugh
Interim City Attorney

Lewis Stone, Esquire
Special Magistrate



ORDER OF DENIAL
Resolution 2024-018R
Conditional Use Permit Application

Request for Conditional Use Permit

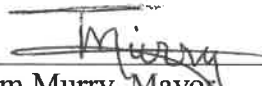
Location: 1250 E. Highway 50
Applicant: Clermont West Investors LLC
Application Date: April 30, 2024

The application was heard by the City Council for a Conditional Use Permit for a project to be developed south of the Clermont West project proposing two hotels, a child daycare center and a three-story self-storage facility. Whereupon, the City Council, based on the information and evidence presented at the August 27, 2024 public hearing, does hereby find that the proposed and requested Conditional Use Permit application does not meet the review criteria set forth in Section 101-212 of the Land Development Code of the City of Clermont.

NOW, THEREFORE, the City Council of the City of Clermont, Lake County, Florida by a 5 - 0 vote does hereby deny the above-stated application for a Conditional Use Permit.

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

CITY OF CLERMONT



Tim Murry, Mayor

ATTEST:



Tracy Ackroyd Howe, MMC
City Clerk



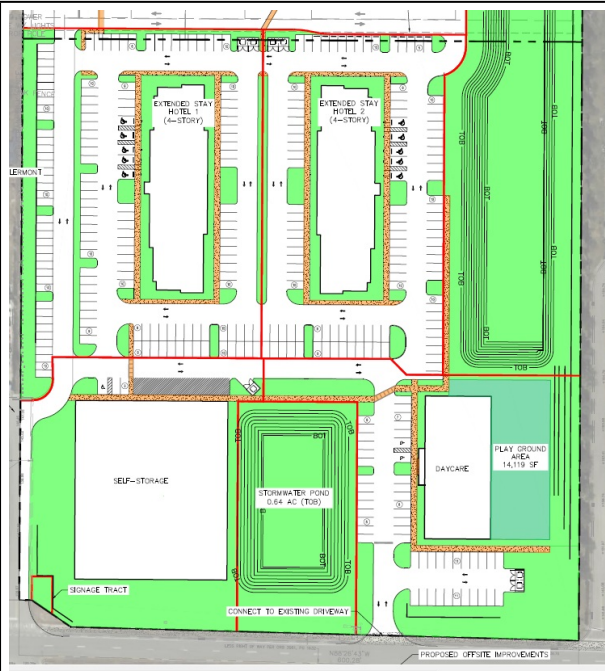


CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date	
Tuesday, January 28, 2025	
Agenda Item Name	
Resolution No. 2025-006R <i>Clermont West Phase 2 CUP</i>	
Requested Action	
Recommend approval of Resolution No. 2025-006R.	
Staff Report	
This resolution is being considered as a result of a mediated settlement agreement between the City and the applicant, Clermont West Investors, LLC. The applicant is requesting to develop the southern portion of a C-2 General Commercial zoned parcel fronting on Hooks Street, located south of Portillo's, between Dick's Sporting Goods and Ford of Clermont. The property is approximately 10 +/- acres in size. The applicant is proposing two (2) hotels in the interior portion of the property, up to four-stories in height, with a maximum square footage of 70,000 square feet each. The southernmost portion of the property will consist of a three-story, 115,000 square foot residential storage warehouse and a 12,500 square foot daycare facility. Access to the site will be from the existing driveway access point on Hooks Street, serving the Ford of Clermont and this development. In addition, the site will be accessed from the existing SR 50 entrance and the Sandy Grove access point to the east. The secondary access point on Hooks Street towards the stormwater pond has been acknowledged by Lake County and may need improvements along Hooks Street. The concept plan has been modified to include: (a) relocating the planned day care facility ten (10) feet south, (b) constructing a retaining wall between the day care facility and Hooks Street, (c) day care orientation changed (facing north), (d) day care parking and access relocated to provide parking as a buffer to access road and isolate the access road from potential pedestrian/bicycle conflicts, (e) the addition of a minimum of two (2) 'pocket parks' to provide green space and passive outdoor experiences and (f) walking and/or bicycling access and connectivity throughout the project.	



The applicant has reduced the number of special conditions from six (6) to three (3). The three (3) requested special conditions to the Land Development Code are: (1) to allow zero (0) foot internal landscape buffers between internal lot lines, (2) to allow a maximum grading within the perimeter landscape buffers up to 25% slope, and (3) to allow more than 10 parking spaces, but no more than 12 spaces without a landscape island. The northern portion of the site that has already developed has received variances for 25 percent grade. The permission to allow more than 10 parking spaces, but no more than 12 spaces without a landscaped island, is something that can be considered in designing a site with several hundred parking spaces.

Staff has reviewed the CUP application in accordance to Sec. 101-212 of the Land Development Code. With the revised changes, the project does not appear to be in conflict with the Comprehensive Plan. The applicant has made some revisions to the original proposal to lessen the intensity along with other site changes that alleviates staffs' concerns. In addition, with the revision of parking areas within the development, pedestrian safety appears have been improved. Staff recommends approval of Resolution 2025-006R.

Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2025-006R Clermont West Ph 2 (01.17.25)	2025-006R Clermont West Ph 2 (01.17.25).pdf	
2. Maps	Maps.pdf	
3. 2024-12-26 Clermont West Phase 2 CUP - Conceptual Site Plan (002)12.26.24 (002)	2024-12-26 Clermont West Phase 2 CUP - Conceptual Site Plan (002)12.26.24 (002).pdf	
4. 2024-01-06 CWI v Clermont Settlement Agreement clean FULL	2024-01-06 CWI v Clermont Settlement Agreement clean FULL.pdf	
5. 2025-006R Legal Ad - Clermont West Ph 2 CC	2025-006R Legal Ad - Clermont West Ph 2 CC.pdf	



CITY OF CLERMONT
RESOLUTION NO. 2025-006R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR TWO HOTELS TO OCCUPY MORE THAN 20,000 SQUARE FEET OF FLOOR SPACE, TO ALLOW SHARED PARKING, AND TO ALLOW A RESIDENTIAL STORAGE WAREHOUSE GREATER THAN 20,000 SQUARE FEET IN THE C-2 GENERAL COMMERCIAL ZONING DISTRICT. IN ADDITION, THE APPLICANT IS REQUESTING THE FOLLOWING SPECIAL CONDITIONS TO BE INCLUDED IN THE CONDITIONAL USE PERMIT: (1) TO ALLOW ZERO (0) FOOT INTERNAL LANDSCAPE BUFFERS BETWEEN INTERNAL LOT LINES, (2) TO ALLOW A MAXIMUM GRADING WITHIN THE PERIMETER LANDSCAPE BUFFERS UP TO 25% SLOPE AND (3) TO ALLOW MORE THAN 10 PARKING SPACES, BUT NO MORE THAN 12 SPACES WITHOUT A LANDSCAPE ISLAND; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City Council was presented a similar request under Resolution No. 2024-018R on August 27, 2024, at the following location;

LOCATION:

Vacant property located north of Hooks Street,
between Ford of Clermont and Dick's Sporting Goods
(Portion of Alternate Key 1103916)
10.61 +/- Acres

WHEREAS, the City Council heard the request and denied the application by a 5-0 vote;

WHEREAS, the Applicant filed a request for relief under the Land Use and Environmental Dispute Resolution Act, Florida Statutes 70.51;

WHEREAS, the Applicant and City staff mediated the matter through a special magistrate on December 17, 2024;

WHEREAS, Resolution No. 2025-006R is being presented to City Council for consideration as a result of the agreed upon Mediated Settlement Agreement under Item 7 of the Agreement;

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.



CITY OF CLERMONT
RESOLUTION NO. 2025-006R

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 two hotels to occupy more than 20,000 square feet of floor space, to allow shared parking, and to allow a residential storage warehouse greater than 20,000 square feet in the C-2 General Commercial Zoning District; and in addition: (1) to allow zero (0) foot internal landscape buffers between internal lot lines, (2) to allow a maximum grading within the perimeter landscape buffers up to 25% slope, and (3) to allow more than 10 parking spaces, but no more than 12 spaces without a landscape island, be granted subject to the following conditions:

SECTION 1: GENERAL CONDITIONS

1. The conditions as set forth in this Conditional Use Permit shall be legally binding upon any heirs, assigns and successors in title or interest.
2. 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.



CITY OF CLERMONT
RESOLUTION NO. 2025-006R

7. The Applicant shall record in the Public Records of Lake County within 90 days of its date of approval by the City Council, a short-form version of this Conditional Use Permit as provided by the City or a form acceptable to the City, to provide notice to all interested parties, the assigns, successors and heirs of the developer/applicant and all future owners of the above-referenced property that the real property described above is subject to the terms and conditions of the Conditional Use Permit.
8. The structure shall be inspected by the Fire Marshal for life safety requirements. All requirements must be met prior to any Certificate of Occupancy being issued.
9. The structure shall be inspected by the City Building Inspector and all building code violations must be corrected prior to a Certificate of Occupancy being issued.
10. If any of the stated conditions are violated, the applicant understands and agrees that the City Council may revoke this Conditional Use Permit by resolution.
11. This permit shall become null and void if substantial construction work has not begun within two (2) years of the date of issuance of this Conditional Use Permit. "Substantial construction work" means the commencement and continuous prosecution of construction of required improvements ultimately finalized at completion.

SECTION 2: LAND USE

HOTEL USE:

1. The property shall be developed to allow for two (2) hotels up to four-stories and up to 70,000 square feet each.
2. Total hotel guest rooms, combined between both hotels, shall not exceed 250 guest rooms overall.
3. The maximum building height will be 55 feet.
4. The building shall be constructed in substantial accordance with the conceptual elevations and style as shown in **Exhibit B**.

RESIDENTIAL STORAGE WAREHOUSE:

5. This Conditional Use Permit is for a residential storage warehouse occupying up to 115,000 square feet to be allowed in the C-2 General Commercial zoning district.
6. The building shall be limited to three-stories and shall not exceed 50 feet.
7. The facility shall have a minimum of two elevators for customer use.



CITY OF CLERMONT
RESOLUTION NO. 2025-006R

8. No outside storage will be allowed.
9. Any fencing installed shall be ornamental metal or decorative PVC/vinyl. All retaining walls constructed must comply with Clermont Codes.
10. The building shall be constructed in substantial accordance with the conceptual elevations and style as shown in Exhibit B.

ENTIRE SITE:

11. The property shall be developed to allow for two (2) hotels up to four-stories and up to 70,000 square feet each in the C-2 General Commercial Zoning District along with a residential storage warehouse up to 115,000 square feet. The project, Clermont West – Phase 2, shall be developed in substantial accordance with the Overall Site Plan, dated 12/26/2024, as prepared by Kimley-Horn and as identified as **Exhibit A**. Any new development on the property must be submitted for site plan review and approved by the Site Review Committee prior to the issuance of a zoning clearance or other development permits. The conceptual site plans submitted with the Conditional Use Permit application are not the approved construction plans.
12. The site may have zero (0) foot internal landscape buffers between internal lot lines.
13. The perimeter landscape buffer may have a maximum grade up to a 25% slope.
14. Parking spaces may exceed 10 spaces without a landscape island, but no more than 12 spaces, as indicated on the Overall Site Plan, Exhibit A.
15. The site shall be developed according to the City of Clermont Land Development Codes, and all buildings must comply with the City of Clermont Architectural Design Standards.
16. The installation of a right turn lane, heading westbound at westernmost access point (driveway location 9 in the TIS) will be required. Additional storage within the existing left turn lane (eastbound) on Hooks Street at this access point (driveway location 9) will require lengthening to increase capacity of the turn lane. The length of these turn lanes will be determined and approved by Lake County Public Works at the time of site plan review.
17. In no event shall the operation of any business within the project be or become a public nuisance as defined by City Code Section 1-142(c) or other applicable nuisance statutes, such as §823.05, Fla. Stat. In addition to all other remedies at law or equity, if the City issues a Notice of Violation or other notice to the property owner citing such public nuisance activity, the case shall be heard by the City Public Nuisance Abatement Board or City Code Enforcement Board, as provided by the City Code. Nothing herein is intended to supplant or reduce the City's authority granted in Chapter 162, Florida Statutes.



CITY OF CLERMONT
RESOLUTION NO. 2025-006R

18. The daycare shall require students to be escorted in by an adult, with no unescorted drop-off or pick-up by policy.
19. The site may also be used for any permitted use in the C-2 General Commercial Zoning District.
20. Interior lighting on the site shall be directed downward into the site and shall not spill over onto adjacent properties.
21. All landscaping, drainage/water retention and site plan approval conditions must be maintained in perpetuity 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.

SECTION 4: SEVERABILITY

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

SECTION 5: ADMINISTRATIVE CORRECTION

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

SECTION 6: PUBLICATION AND AN EFFECTIVE DATE

This Resolution shall take effect immediately upon its adoption.



CITY OF CLERMONT
RESOLUTION NO. 2025-006R

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 28th day of January, 2025.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

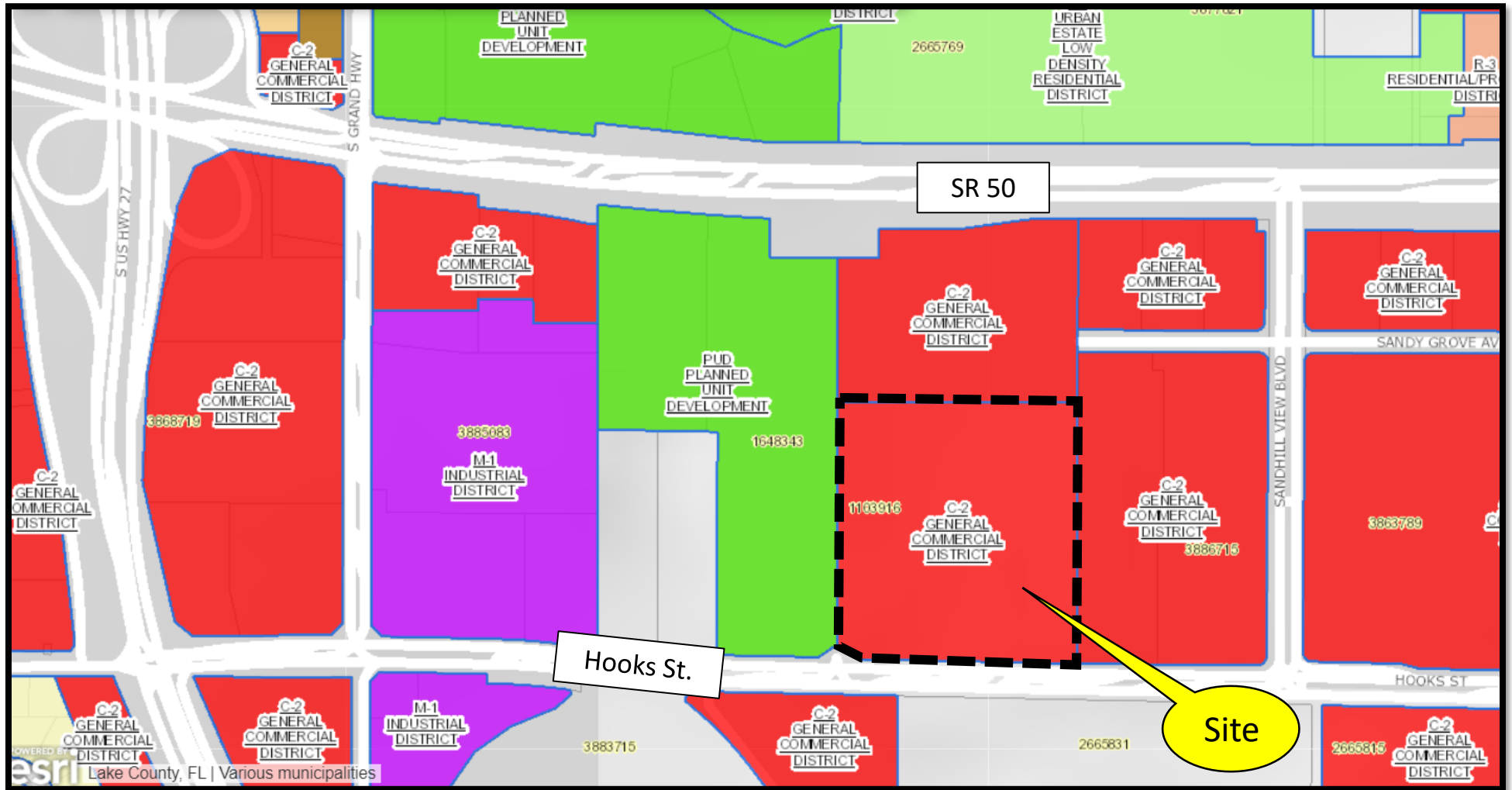
Approved as to form and legality:

Christian W. Waugh, Interim City Attorney

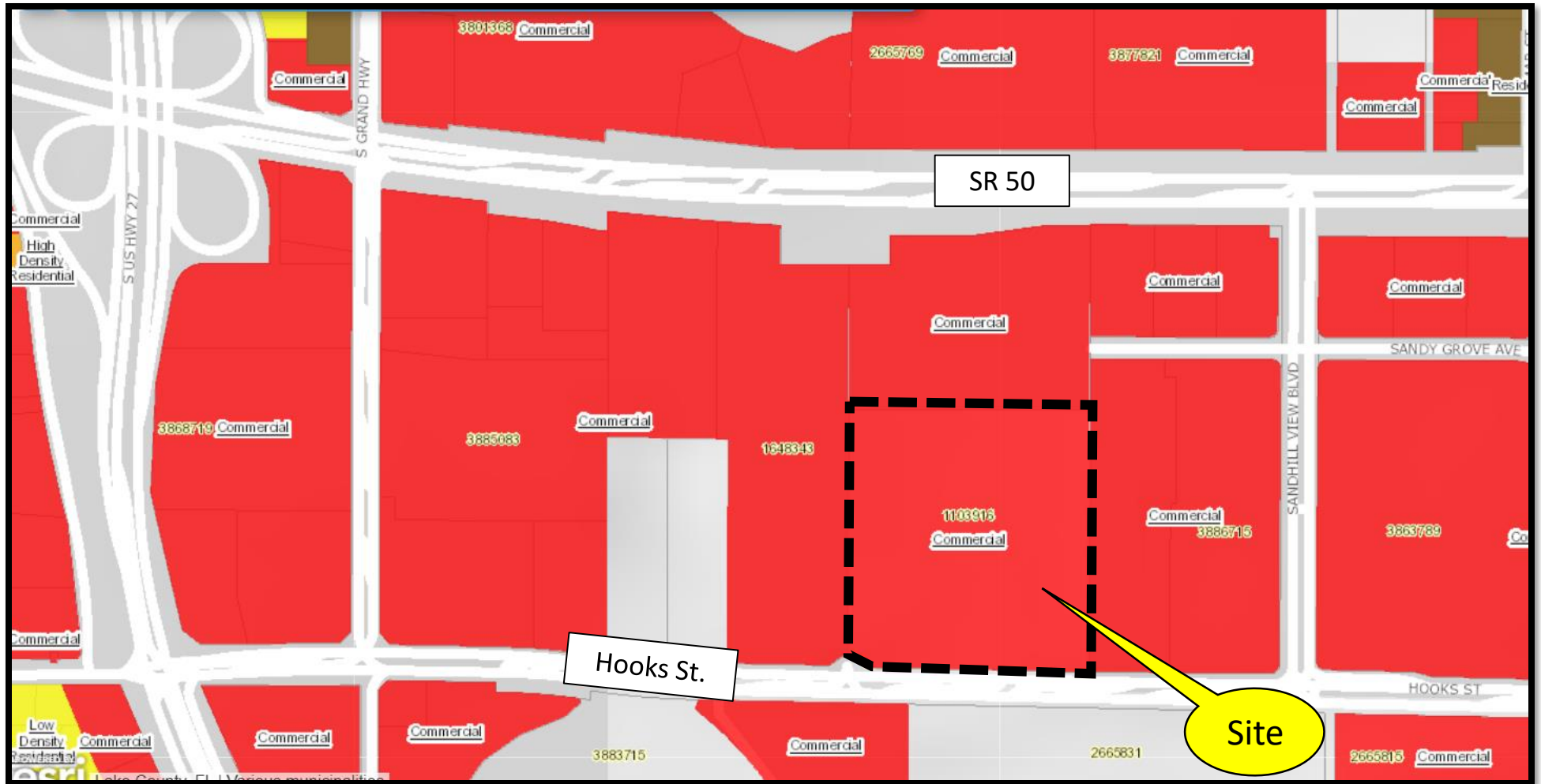
Clermont West Phase 2 – Aerial Map

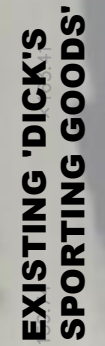


Clermont West Phase 2 – Zoning Map



Clermont West Phase 2 – Future Land Use Map





SUNSHINE STATE ONE CALL OF FLORIDA, INC.

SHEET NUMBER
C4.1

IN AND BEFORE A SPECIAL MASTER IN AND FOR
THE CITY OF CLERMONT, FLORIDA

CLERMONT WEST INVESTORS, LLC,
Petitioner,

Property No. AKN 1103916

v.
THE CITY OF CLERMONT,
Florida, a Municipal Corporation,

Respondent.

_____ /

MEDIATED SETTLEMENT AGREEMENT

This Mediated Settlement Agreement (the “Agreement”) is entered into by and among the Petitioner CLERMONT WEST INVESTORS, LLC (“CWI”); and the Respondent, CITY OF CLERMONT, FLORIDA (“Clermont” or the “City”). The undersigned parties who have signed this Agreement (collectively “Parties” and individually “Party”), have entered into this Agreement pursuant to the stipulations and agreements reached at the mediation conference held in this matter on December 17, 2024, before Lewis Stone, Esquire, pursuant to Section 70.51(17)(a), Florida Statutes. The parties have agreed to settle the disputes in this case as follows:

1. The Concept Plan attached as Exhibit “A” to this Agreement shall be attached as an exhibit to the Conditional Use Permit Resolution No. 2024-018R (or its renumbered document/form, hereafter “Resolution”) to be considered by the Clermont City Council for approval as a part of this Agreement, replacing in its entirety the Concept Plan considered and rejected by the City Council on August 27, 2024. The Parties understand that matters such as parking allocations between handicapped and regular spaces, as well as the number of required spaces more generally, are not resolved at the Concept Plan approval stage, but later during a site plan review.

2. The Concept Plan changes agreed to are:

- a. Relocating the planned day care facility ten (10) feet south;
 - b. Constructing a retaining wall between the day care facility and Hooks Street;
 - c. Day care orientation changed;
 - d. Day care parking and access relocated to provide parking as a buffer to the access road and isolate the access road from potential pedestrian/bicycle conflicts;
 - e. The addition of a minimum of two (2) ‘pocket parks’ to provide green space and passive outdoor experience;
 - f. Walking and/or bicycling access and connectivity throughout the project
3. CWI shall remove the following requests in regards to its application:
 - a. To allow a front yard setback of 10 feet for hotel parcels (facing SR 50);
 - b. To allow side yard setbacks of 10 feet for internal lot lines; and
 - c. To allow maximum building height up to 65 feet.
4. The Resolution shall be amended to include:
 - a. A maximum of three land development regulation waivers, in lieu of the six originally considered:
 - i. to allow zero (0) foot internal landscape buffers between internal lot lines;
 - ii. to allow a maximum grading within the perimeter landscape buffers up to 25% slope; and
 - iii. to allow more than 10 parking spaces, but no more than 12 spaces without a landscape island.
 - b. The following conditions shall be included in the Resolution:
 - i. “In no event shall the operation of any business within the project be or become a public nuisance as defined by City Code Section 1-142(c) or other applicable nuisance statutes, such as §823.05, Fla.

Stat. In addition to all other remedies at law or equity, if the City issues a Notice of Violation or other notice to the property owner citing such public nuisance activity, the case shall be heard by the City Public Nuisance Abatement Board or City Code Enforcement Board, as provided by the City Code. Nothing herein is intended to supplant or reduce the City's authority granted in Chapter 162, Florida Statutes

- ii. The daycare shall require students to be escorted in by an adult, with no unescorted drop-off or pick-up by policy.

5. Non-substantial changes to the Resolution may be included by City staff and approved or denied by the City Council.

6. This Agreement shall be considered and approved or rejected by the City Council pursuant to Section 70.51, Florida Statutes.

7. If approved by the City Council the amendment to or replacement of the Resolution shall be considered by the City Council, as a continuation of consideration of the Resolution; if feasible both issues shall be considered at the same public hearing, which shall be advertised and comply with all Florida Statute and City code provisions regarding the adoption of resolutions.

8. **Entire Agreement.** Subject to approval by the City Council pursuant to Section 70.51(21) and (22), F.S., this Agreement sets forth the entire and complete settlement agreement between the Parties relative to this matter and may not be modified or amended except by written agreement executed by all the Parties set forth below. This Agreement may not be modified by oral discussions prior to or after its execution.

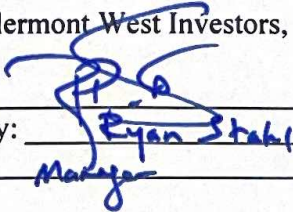
9. **No Admissions.** This Agreement is made as a settlement and compromise of highly contested, disputed claims. No party to it admits any liability or wrongdoing as a result of the execution of this Agreement.

10. **Approval by City Council.** Pursuant to Section 70.51(21) and (22), F.S., this Agreement shall be considered by the City Council within 45 days of execution of this Agreement. Disposition of this Agreement shall be pursuant to the terms of Section 70.51(21) and (22), F.S.

11. **Counterparts.** This Agreement may be executed by two (2) or more original, photocopy, facsimile or electronically signed counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

Petitioner

Clermont West Investors, LLC

By:  its
Manager

Jimmy D. Crawford, Esquire
Attorney for Petitioner

Respondent:

City of Clermont, Florida

By: Rick Van Wagner
Interim City Manager

Christian Waugh
Interim City Attorney

Lewis Stone

Lewis Stone, Esquire
Special Magistrate

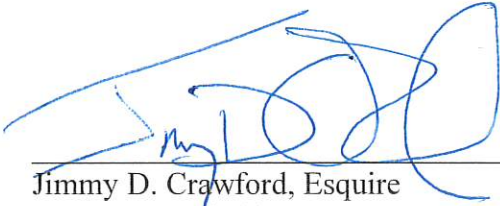
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Petitioner

Clermont West Investors, LLC

By: _____ its



Jimmy D. Crawford, Esquire
Attorney for Petitioner

Respondent:

City of Clermont, Florida

By: Rick Van Wagner
Interim City Manager

Christian Waugh
Interim City Attorney

Lewis Stone, Esquire
Special Magistrate

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Petitioner

Clermont West Investors, LLC

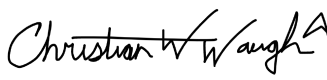
By: _____ its

Jimmy D. Crawford, Esquire
Attorney for Petitioner

Respondent:

City of Clermont, Florida


By: Rick Van Wagner
Interim City Manager



Christian Waugh
Interim City Attorney

Lewis Stone, Esquire
Special Magistrate



GANNETT

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:	Andrea M. Clark
Contact Phone:	
Contact Email:	amclark@clermontfl.org
PO Number:	

Date:	01/08/2025
Order Number:	10931292
Prepayment Amount:	\$ 0.00

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

Print			
Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	01/13/2025 - 01/13/2025	Govt Public Notices
LEE dailycommercial.com	1	01/13/2025 - 01/13/2025	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!			\$92.06
Total Cash Order Confirmation Amount Due			\$0.00
Tax Amount			\$3.67
Service Fee 3.99%			-\$3.67
Cash/Check/ACH Discount			\$92.06
Payment Amount by Cash/Check/ACH			\$95.73
Payment Amount by Credit Card			
Order Confirmation Amount			\$92.06

LEGAL NOTICE

On Tuesday, January 28, 2025 at 6:30 PM, the Clermont City Council will consider a request for a Conditional Use Permit (2025-006R), to allow for two hotels to occupy more than 20,000 square feet of floor space, to allow shared parking, and to allow a residential storage warehouse greater than 20,000 square feet in the C-2 General Commercial zoning district. In addition, the applicant is requesting the following special conditions to be included in the Conditional Use Permit: (1) to allow zero (0) foot internal landscape buffers between internal lot lines, (2) to allow a maximum grading within the perimeter landscape buffers up to 25% slope and (3) to allow more than 10 parking spaces, but no more than 12 spaces without a landscape island.

LOCATION

Vacant property located north of Hooks Street, between Ford of Clermont and Dick's Sporting Goods (Portion of Alternate Key 1103916) 10.61 +/- Acres

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

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

All interested parties 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
10931292 01/13/2025



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 28, 2025		
Agenda Item Name		
City Attorney Qualification Results		
Requested Action		
City Attorney Qualification Results		
Staff Report		
The City reserves the right to request additional information from any respondents, negotiate with the qualified respondent, make multiple awards considering anticipated workload or other factors, reject any responses, and cancel and re-advertise the solicitation.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 28, 2025		
Agenda Item Name		
Ordinance No. 2025-008 <i>Intro</i> <i>Urban Backyard Chicken Regulations</i>		
Requested Action		
Recommend introduction of Ordinance No. 2025-008.		
Staff Report		
City staff has received direction to proceed with processing amendments within the City's Code of Ordinances. The requested change is to allow the raising and keeping of chickens on property within the City of Clermont. Under the current code, the keeping of chickens is considered livestock and is prohibited within the City. Staff has researched other local jurisdictions that allow chickens and has drafted an ordinance that allows the keeping and raising of chickens. The major points are listed below with specific requirements contained in the ordinance. • Up to 5 hens may be kept on developed single-family or duplex properties. No roosters. • Homeowner's association rules and regulations would apply, if you are within a subdivision. This City does not enforce these restrictions. • No sales of any kind shall be allowed in association with the chickens. • Chickens must be raised following best management practices such as feed storage, manure disposal, chicken coops and runs, and nuisance complaints. With this proposed change in Section 6-45 Livestock, another change is required to allow the keeping of chickens along with existing number of pets residents may have. The City currently allows up to five animals per residential property. Language has been added to Section 6-46 Number of animals permitted, that the addition of 5 chickens would not be considered in this count. Staff supports this requested change.		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ord 2025-008 Backyard Chickens (01.15.2025)	Ord 2025-008 Backyard Chickens (01.15.2025).pdf	
2. Legal Ad - Backyard Chickens CC	Legal Ad - Backyard Chickens CC.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2025-008

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING CHAPTER 6 ANIMALS; SECTION 6-45 LIVESTOCK PROHIBITED; EXCEPTION AND 6-46 NUMBER OF ANIMALS PERMITTED; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS the citizens have expressed the desire to raise and keep chickens within their property within the City limits of Clermont; and

WHEREAS the City Council has directed staff to draft an ordinance allowing the raising and keeping of chickens within the City limits,

WHEREAS under the current Code of Ordinances, chickens are considered livestock and are prohibited within the City, and

WHEREAS, the City Council of the City of Clermont shall amend the Land Development Code, Chapter 6, “Animals”, Article II “Domestic Animals and Wildlife”, Section 6-45 “Livestock prohibited; exception”; and Section 6-46 “Number of animals permitted”;

NOW, THEREFORE, BE IT HEREBY ORDAINED by the City Council of the City of Clermont, that Chapter 6, “Animals”, Article II “Domestic Animals and Wildlife”, Section 6-45 “Livestock prohibited; exception”; and Section 6-46 “Number of animals permitted” of the Clermont Code of Ordinances shall be amended to make changes, as set forth in the following amendments shown in Section 2.

SECTION 1: AUTHORITY

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

SECTION 2:

Chapter 6, “Animals”, Article II “Domestic Animals and Wildlife”, Section 6-45 “Livestock prohibited; exception”; and Section 6-46 “Number of animals permitted” of the Land Development Code of the City of Clermont is hereby amended to read as follows (note strikethrough indicates removed words and underlined indicates added):

Sec. 6-45. Livestock prohibited; exception.

It shall be unlawful to keep any livestock upon any property within the city limits, except where a conditional use permit, authorizing livestock, is granted by the city council or if the property owner can demonstrate the owner complies with the urban backyard chicken regulations below.

- (a) Intent. The intent of this section is to establish and implement an urban backyard chicken program allowing residents to keep or raise chickens on a developed and occupied detached single-family and duplex properties subject to the terms and conditions of this section.

CITY OF CLERMONT
ORDINANCE NO. 2025-008

(b) General Regulations.

- (1) For the purpose of this section, the term "chicken" refers to female chickens only (i.e., hens).
- (2) The maximum number of chickens per property will be 5 hens.
- (3) The keeping of roosters within any zoning district within the city is prohibited. Any chicken that crows shall be deemed a rooster for the purposes of this Code.
- (4) This section does not authorize persons to violate applicable restrictive covenants and homeowners' association rules and regulations. The city does not police or enforce private restrictive covenants and homeowners' association rules and regulations. Homeowners are solely responsible for compliance with all applicable restrictive covenants and homeowners' association rules and regulations.
- (5) The keeping of chickens shall not be considered a farm, nor is it considered the process of farming.
- (6) The sale of eggs, meat, feathers, or other chicken products from chickens permitted pursuant to this section is prohibited.
- (7) Slaughtering of chickens is prohibited on owner's property.
- (8) Chickens must be provided with food and water adequate to sustain a healthy life.
- (9) Chicken feed must be stored in an enclosed container sufficient to protect it from rodents and other pests.
- (10) Chickens must never be allowed to run free without direct, personal supervision; and in such cases, only in owner's fenced-in yard.

(c) Chicken coop and chicken run.

- (1) A chicken coop is required in order to maintain chickens on any property pursuant to section this section. A chicken run may be provided, at the owner's discretion. A chicken coop must be of durable build, must be securely anchored to the ground, and must provide secure housing that is properly ventilated to house and protect the chickens from the elements and predatory animals.
- (2) The chicken coop and associated chicken run shall be limited in size and placement as follows:
 - a. Any structure built for the housing or exercise of chickens shall be kept a minimum of 20 feet from any neighboring residential dwelling and a minimum of five feet from any property line.
 - b. Chicken coops and chicken runs shall be located in the rear yard. No coop or run shall be allowed in any front or side yard.
 - c. Chicken coops must provide a minimum of four square feet per chicken and be of sufficient size to permit free movement of the chickens. The coop may not be taller than six feet, measured from the natural grade, and must be easily accessed for cleaning and maintenance.
 - d. Chicken coops must be kept clean and free from debris and waste.
 - e. Chicken runs shall be entirely fenced in and shall be no larger than 100 square feet.

(d) Nuisance.

- (1) Chickens must be removed after three violations of this Code for three separate events, as determined by the City's Code Enforcement Board or Special Magistrate.
- (2) Chickens shall not run free or be found at large, and shall not damage property or deposit excretory matter upon the property belonging to anyone other than their owner.
- (3) Chicken coops and run enclosures must be kept in a manner that does not create a nuisance for neighbors, either by noise, odor, or accumulation of flies, rodents, or other pests.
- (4) Removed excrement or other wastes shall be kept in airtight containers until properly disposed.



CITY OF CLERMONT
ORDINANCE NO. 2025-008

Sec. 6-46. Number of animals permitted.

It shall be unlawful for anyone who resides in the city to harbor more than five animals over the age of four months at any one time, except where a conditional use permit, authorizing keeping of a greater number of animals, is granted by the city council. Chickens, as allowed under Section 6-45, is not considered in this count.

SECTION 3: CONFLICT

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

SECTION 4: SEVERABILITY

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

SECTION 5: CODIFICATION

The text of Section 2 of this Ordinance shall be codified as a part of the Clermont City Code. The codifier is authorized to make editorial changes not effecting the substance of this Ordinance by the substitution of "Article" for "Ordinance", "Section" for "Paragraph", or otherwise to take such editorial license.

SECTION 6: ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR

Regardless of whether such inclusion in the Code as described in Section 5 is accomplished, sections of the Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 7: 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. 2025-008

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 11th day of February, 2025.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Christian W. Waugh, Interim 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:	Jennifer Abrehamsen
Contact Phone:	
Contact Email:	Jabrehamsen@clermontfl.org
PO Number:	

Date:	01/15/2025
Order Number:	10951770
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	53.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	01/27/2025 - 01/27/2025	Govt Public Notices
LEE dailycommercial.com	1	01/27/2025 - 01/27/2025	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!

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Tax Amount	\$0.00
Service Fee 3.99%	\$3.42
Cash/Check/ACH Discount	-\$3.42
Payment Amount by Cash/Check/ACH	\$85.74
Payment Amount by Credit Card	\$89.16

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Ad Preview

LEGAL NOTICE

On Tuesday, February 11, 2025 at 6:30 PM the Clermont City Council will consider the proposed ordinance to allow for an amendment to the Code of Ordinances to allow Urban Backyard Chickens, Chapter 6, Section 6-45 Livestock prohibited; exception and 6-46 Number of animals permitted.

ORDINANCE NO. 2025-008

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING CHAPTER 6 ANIMALS; SECTION 6-45 LIVESTOCK PROHIBITED; EXCEPTION AND 6-46 NUMBER OF ANIMALS PERMITTED; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

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

Jan. 27, 2025

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CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 28, 2025		
Agenda Item Name		
Ordinance No. 2025-009 <i>Intro</i> <i>Golf Cart Regulations</i>		
Requested Action		
Recommend approval of Ordinance No. 2025-009.		
Staff Report		
City staff has received direction to proceed with processing amendments within the City's Code of Ordinances. The requested change is to allow golf carts within a specific zone of the City, which is west US Highway 27 and north of State Road 50. This area is in the northwest quadrant of the City and comprises of downtown. The major points are listed below with specific requirements contained in the ordinance. • A golf cart is not capable of exceeding speeds of twenty (20) miles per hour. • Can only be operated on City of Clermont roads. No County or State roadways. • Golf carts must meet minimum safety requirements. • May only be operated by a licensed driver 18 years old or older. • Operator assumes risk and shall hold the City harmless, attested through registration with a \$20 registration fee. The ordinance is similar to other jurisdictions who have implemented specific golf cart zones successfully. Staff supports this requested change.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ord 2025-009 Golf Carts (01.16.25)	Ord 2025-009 Golf Carts (01.16.25).pdf	
2. Legal Ad - Golf Carts CC	Legal Ad - Golf Carts CC.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2025-009

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING CHAPTER 32, STREETS, SIDEWALKS AND OTHER PUBLIC PLACES TO PERMIT THE USE OF GOLF CARTS ON ROADS WITHIN THE CITY LIMITS; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, THE ADMINISTRATIVE CORRECTION OF SCRIVERNERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS this Ordinance is enacted pursuant to §316.212, Fla. Stat., which prohibits operation of golf carts on any public street or road, unless the local government has designated a County Road, municipal road, or portion of a State Road, to be available for use of golf carts; and

WHEREAS §316.212, Fla. Stat., requires that the local government determine said road(s) to be safe for use of golf carts, and sets certain minimum requirements and limitations to the operation of golf carts on public roads; and

WHEREAS the City of Clermont City Council has evaluated certain City maintained roads, or public easements which are being used as local roads, and has determined that its roads are safe for use of golf carts under the limitations contained herein and as set forth in the above-referenced statute; and

WHEREAS the citizens in the areas subject to this Ordinance have shown an interest in the roads being designated for use by golf carts; and

WHEREAS the City desires amending Chapter 32 of the City Code to permit the use of golf carts consistent with applicable Florida law, specifically implementing a new division in Chapter 32 of the City Code, Division 4, Sections 32-100 through 32-105.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Clermont that Chapter 32 shall be amended to incorporate a new Division 4, consisting of the provisions set forth in Section 1.

SECTION 1: AUTHORITY

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

SECTION 2:

Sec. 32-100. Intent. Pursuant to §316.212, Fla. Stat, it is the intent of the City Council to allow and authorize operation of golf carts under the conditions specified herein and set forth in the above-referenced statute on the municipal roads in the City of Clermont described in Section 102-35.

CITY OF CLERMONT
ORDINANCE NO. 2025-009

Sec. 32-101. Definitions. The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Golf Cart: Pursuant to §320.01(22), Fla. Stat., a golf cart is a motor vehicle designed for operation on a golf course for sporting or recreational purposes, and that is not capable of exceeding speeds of twenty (20) miles per hour.

Municipal Roads: For the purposes of this section only, City of Clermont roads mean any road open for use to the public whether or not it has been dedicated to public use by plat or other means, and regardless of whether it is maintained by the City.

Sec. 32-102. Golf Cart Use.

- (a) *Permitted Use.* Golf carts may be operated on City of Clermont roads only.
- (b) *Time.* Golf carts may be operated on designated municipal roads between sunrise and sunset or between sunset and sunrise subject to the golf cart having equipment and features as stated in Section 32-102(c).
- (c) *Safety Requirements.* Golf carts operated on designated municipal roads between sunrise and sunset must be equipped with efficient brakes; reliable steering apparatus; safe tires; a rearview mirror; and red reflectorized warning devices in both the front and rear. However, golf carts operated on designated municipal roads between sunset and sunrise must be equipped with headlights, brake lights, turn signals, and a windshield.
- (d) *Age and Identification Requirements.* Golf carts may not be operated on any municipal roads by anyone under the age of 18 years who does not have a valid driver license, including a learner's license, or by anyone over the age of 18 years who does not have a valid form of government-issued photographic identification.
- (e) *Florida Law.* Golf carts must be operated in compliance with all applicable local and state traffic laws and the operator may be ticketed in the same manner as a motor vehicle operator under Florida Law.
- (f) *Registration.* Golf carts used on municipal roads shall be registered by the City as provided in Sec. 32-103.

CITY OF CLERMONT
ORDINANCE NO. 2025-009

Sec. 32-103. Operator Assumes Risk. Any person operating a golf cart on any municipal road does so at the person's own risk and must operate such a vehicle with due regard for the safety and convenience of other motor vehicles, bicyclists, and pedestrians. The City, in extending operating privileges to golf carts, does so on the express condition that the operator undertakes such operation at the operator's own risk and assumes sole responsibility for operating said vehicle, and shall be deemed to defend, release, indemnify and hold harmless the City of Clermont, its officials and employees from any and all claims, demands, damages, or causes of action, known or unknown, of any nature arising from such operation by any person against the City of Clermont, its officials and employees. As a condition precedent to the exercise of this privilege, a golf cart owner shall register the golf cart with the City of Clermont and shall pay a twenty-dollar (\$20.00) registration fee. By registering the golf cart, the owner shall confirm compliance with this section; assume the risk of operating golf carts on public roads; and shall hold the City harmless for any loss suffered as a result of operating the golf cart on a public road.

Sec. 32-104. Penalties. Violation of this section is a non-criminal traffic infraction punishable as provided in §316.212, Fla. Stat., pursuant to Chapter 318, Florida Statutes.

Sec. 32-105. Designated Areas.

- (a) To alert motorists to the presence of golf carts on roads in Clermont, the City of Clermont shall post signs in all designated areas approved for golf cart traffic.
- (b) Golf cart traffic shall be permitted on all municipal roads within the City limits that are both west of Highway 27 and north of Highway 50.
- (c) The City may amend or revoke any and all designations and may close a road to golf cart traffic by resolution of the City Council.

SECTION 3: CONFLICT

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

SECTION 4: SEVERABILITY

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



CITY OF CLERMONT
ORDINANCE NO. 2025-009

SECTION 5: CODIFICATION

The text of Section 2 of this Ordinance shall be codified as a part of the Clermont City Code. The codifier is authorized to make editorial changes not effecting the substance of this Ordinance by the substitution of "Article" for "Ordinance", "Section" for "Paragraph", or otherwise to take such editorial license.

SECTION 6: ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR

Regardless of whether such inclusion in the Code as described in Section 5 is accomplished, sections of the Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 7: 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. 2025-009

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 11th day of February, 2025.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Christian W. Waugh, Interim 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:	Jennifer Abrehamsen
Contact Phone:	
Contact Email:	Jabrehamsen@clermontfl.org
PO Number:	

Date:	01/15/2025
Order Number:	10950611
Prepayment Amount:	\$ 0.00

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

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Product	#Insertions	Start - End	Category
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Total Cash Order Confirmation Amount Due	\$92.06
Tax Amount	\$0.00
Service Fee 3.99%	\$3.67
Cash/Check/ACH Discount	-\$3.67
Payment Amount by Cash/Check/ACH	\$92.06
Payment Amount by Credit Card	\$95.73

Order Confirmation Amount	\$92.06
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Ad Preview

LEGAL NOTICE

On Tuesday, February 11, 2025 at 6:30 PM the Clermont City Council will consider the proposed ordinance to allow for an amendment to the Code of Ordinances to allow Golf Carts, Chapter 32, Streets, Sidewalks and other Public Places.

ORDINANCE NO. 2025-009

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING CHAPTER 32, STREETS, SIDEWALKS AND OTHER PUBLIC PLACES TO PERMIT THE USE OF GOLF CARTS ON ROADS WITHIN THE CITY LIMITS; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

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Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
Jan. 27, 2025

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