



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

6:30 PM, Tuesday, February 11, 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

PUBLIC COMMENT

REPORTS

CONSENT AGENDA

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

Item No. 1 - Meeting Minutes

Consider approval of the January 8, 2025 workshop minutes.

Item No. 2 - Resolution No. 2025-007R
Support Legislation Providing Public Records Protection

Consider encouraging the Florida Legislature to enact legislation to provide a public records exemption for municipal clerks and employees who perform city election work.

Item No. 3 - Piggyback Purchase Approval
Replacement Fire Command, Training, and Rehabilitation Trailer

Consider approval to purchase from the Florida Sheriff's Association contract FSA23-EQU21.0 with Texas Trailers to acquire one heavy-duty cargo trailer in the budgeted amount of \$58,313.11.

Item No. 4 - Lake County Schools Proportionate Share Mitigation Agreement
Lumberyard District

Consider approval of School Concurrency Agreement Case No. 2024-18.

Item No. 5 - Retirement Plan Actuarial Valuation
FMPTF Closed Plan

Consider approval of the actuarial valuation for the Florida Municipal Pension Trust Fund retirement plan for general employees.

Item No. 6 - 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.

UNFINISHED BUSINESS

Item No. 7 - Resolution No. 2024-040R
Conduct of meetings

Consider amending the City of Clermont Rules of Conduct resolution.

**CITY OF CLERMONT
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Item No. 8 - Ordinance No. 2025-008 *Final*
Urban Backyard Chicken Regulations

Consider ordinance to the city code to allow backyard chickens.

Item No. 9 - Ordinance No. 2025-009 *Final*
Golf Cart Regulations

Consider ordinance in the city code to allow golf carts within specific areas.

NEW BUSINESS

Item No. 10 - Variance Request
EnviroStruct LLC

Consider a request to allow wall signage to exceed the maximum square footage permitted by the Land Development Code, Section 117-15.

Item No. 11 - Main Street Historic Survey

Consider the adoption of the Survey Report and associated Florida Master Site File (FMSF) forms, as prepared by the Clermont Main Street program.

Item No. 12 - Negotiation and Contract Award
City Attorney Contract

Consider City Council negotiation and approval of contract with Waugh PLLC to provide municipal legal services.

Item No. 13 - Ordinance No. 2025-001 *Intro*
Land Development Code Amendment

Consider an amendment to Section 125-369 Permitted Uses, Section 125-370 Conditional Uses, and Section 125-373 Off-Street Parking.

Item No. 14 - Ordinance No. 2025-002 *Intro*
Land Development Code Amendment

Consider an amendment to Section 115-14 of the City's LDC with regard to Parking Space Requirements.

Item No. 15 - Ordinance No. 2025-003 *Intro*
Magnolia Center PUD Amendment

Consider an Amendment to the Magnolia Center Planned Unit Development (PUD) for an Increase in the Number of Fast Food Restaurants.

ADJOURN

Public Notice

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

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

**CITY OF CLERMONT
CITY COUNCIL MEETING
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AGENDA
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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 WORKSHOP
January 8, 2025

CALL TO ORDER

The City Council met in a workshop session on Wednesday, January 8, 2025 in the Clermont City Council Chambers. Mayor Murry called the workshop to order at 4:00 pm with the following Council Members present: Council Members Howard, Strange, and Petersen.

Absent – Council Member Myers

Other City officials present were Interim City Manager Van Wagner, and Deputy City Clerk Wisniewski.

AGENDA ITEMS

Item No. 1 - Ordinance No. 2025-001, Land Development Code Amendment for Square Footage in the Central Business District Change Discussion

Development Services Director Henschel explained that the proposed ordinance changes the square footage requirement for a Conditional Use Permit from 3,000 square feet to 6,000 square feet in the Downtown Business District. The ordinance also removes the parking section, this is a duplicate and is already in another part of the code.

Discussion ensued on the square footage of the buildings in the district. There is a smaller percentage of buildings over 6,000 square feet than 3,000 square feet.

The height requirements in the Central Business District were discussed, 45 foot is the maximum for habitable and 55 foot is the maximum for commercial. The ordinance will not change the height requirement for the district.

There are specific uses that will warrant the need for a Conditional Use Permit that will not change with this ordinance.

Council Member Howard stated that he brought this forward with the thought of updating language to remove the layers of additional government and make it simple. The purpose behind this ordinance is a roadmap to get the city to increase the density downtown. This would make it easier to develop and increase the density by way of residential, professional office and retail, which would bring people downtown during the week.

Discussion ensued on the square footage Council is comfortable with allowing without a Conditional Use Permit and if there should be language regarding a footprint size with height versus a blanket 6,000 square feet.

Council Member Strange stated that she supports the vision of the item but would like to see the full comprehensive vision.

Mayor Murry agreed with creating a simpler process for developers but is not in agreement with a 6,000 square foot building not needing a Conditional Use Permit.

City of Clermont
MINUTES
CITY COUNCIL WORKSHOP
January 8, 2025

Council Member Howard explained that this would allow existing buildings to go vertical without triggering a need for a Conditional Use Permit.

Council was informed on the process of obtaining a Conditional Use Permit.

Council Member Strange spoke about the boundary and the whole area affected by this change.

Mayor Murry opened public comment.

Patrick Bianchi, Clermont Main Street – spoke in support of the ordinance. This would give the smaller structures the encouragement to go up.

Jeff Powell, 713 W. Montrose – spoke about his lot downtown and the potential of going vertical.

Discussion was had regarding regulations on the footprint and height of buildings versus a blanket square footage and the current structures in the downtown area.

Council Member Howard stated that this ordinance was brought as a starting point. The square footage can be higher or lower dependent on what Council feels is a sufficient square footage to not have to warrant a Conditional Use Permit.

This was brought forward aimed at the Central Business District and based on the entirety of that area.

Council Member Petersen stated that he is in support of the ordinance as written.

Bryan Bain, 245 Nautica Mile Drive – spoke in support of infill, keep the square footage manageable. He would like Council to decide on square footage and state that before this returns to the Planning and Zoning Commission.

Council Member Strange is in support of 6,000 square feet as a footprint, willing to go to three stories approved with rooftop activation.

Mayor Murry stated that he would like to see the square footage be 5,000 instead of 6,000 square feet.

Discussion ensued regarding factoring width and how many stories a building would like to be into when a Conditional Use Permit is needed.

Valerie Schuett, 931 W. Montrose – spoke in support of the item.

Vincient Niemiec, Regency Hills – spoke regarding rooftop activation, there are residents in the downtown area.

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Item No. 2 - Ordinance No. 2025-002, Land Development Code Amendment for the Central Business District Parking Discussion

Development Services Director Henschel stated that this ordinance has three core changes.

The first change is to eliminate parking requirements for a sub set area of the Central Business District for retail and office use. This would only be applicable to single story buildings on the first floor of any structure within the sub set area.

The second change would make it that if any new development within the Central Business District is unable to provide the required parking onsite, they would have the option to pay \$3,000 per space into a downtown parking fee. This payment would go into a dedicated fund designated for parking in the downtown area, and may be increased through a resolution passed by City Council at any time. This would eliminate the need to seek a parking variance before City Council and allow the development to proceed with the payment of the parking fee.

The third change is an increase in the required parking for specific land uses outside the Central Business District. A moderate increase in multi-family parking is being proposing the percentage of increase ranges from 20 to 34 percent. In the hospital, clinics, assisted congregate living facilities and nursing home land use, the assisted congregate living facilities land use is separating into its own category indicating two parking spaces per four beds, one per each doctor and two per every four employees. The final parking adjustment would be for boarding houses, there would be an increase from one parking space to three parking spaces per bedroom.

Council Member Howard said he brought this forward to help with increasing the density downtown by absorbing the parking and putting those funds towards a parking structure so the City is not reliant on leased parking lots.

There can be a structure built that is unique and tie walkable pedestrian paths for people to move around downtown. This will bring more businesses into the downtown area.

Council Member Strange does not feel government should subsidize businesses and is in support of the property owners paying to contribute towards the parking solution.

Discussion ensued on a parking garage, the amount per parking space being a sufficient amount and the businesses it will attract to the downtown area.

Mayor Murry opened public comment.

Marie Suarez, Kings Ridge – spoke about the need for public transportation around the city.

Patrick Bianchi, Clermont Main Street – spoke about exemptions in place for infill development.

David Colby, South Lake Chamber of Commerce – spoke about the need of support from government, businesses will contribute with the help from the city.

City of Clermont
MINUTES
CITY COUNCIL WORKSHOP
January 8, 2025

Darrow Loucks, 2127 Braxton Street – spoke about the walkability from a parking garage to the downtown area.

Council Member Strange would like to do a charrette regarding parking in the downtown area.

Discussion was had regarding a parking garage, the current need, where it should be located and the cost to build.

Council Member Howard informed Council of the ordinance in front of them and it being the first step in getting a parking garage for the downtown area.

Discussion ensued regarding the language in the ordinance and the boundary of the area.

Item No. 3 - Other

No further comments.

ADJOURN: With no further comments, this workshop adjourned at 6:19pm.

APPROVED:

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk



CITY OF CLERMONT

AGENDA ITEM

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Meeting Date		
Tuesday, February 11, 2025		
Agenda Item Name		
Resolution No. 2025-007R <i>Support Legislation Providing Public Records Protection</i>		
Requested Action		
Staff Report		
At the request of the Florida Association of City Clerks, municipalities across the state are requesting municipal support to urge and encourage the Florida Legislature to enact legislation to provide a public records exemption for municipal clerks and employees who perform municipal election work. Many municipal staff who perform duties that include, or result in, investigations into complaints regarding election fraud, legal enforcement of hearings, or other activities that could lead to a criminal prosecution or code enforcement action are exposed to threats and other acts of violence. Indeed, municipal clerks often administer elections, and some election workers have been targeted for threats and violence due to the nature of materials they are responsible for. Similarly, municipal clerks are often involved in legal enforcement proceedings in actions related to violations of codes and ordinances and, occasionally, these proceedings have led to retaliation and threats by defendants. Currently, public records exemptions in Florida include those for local personnel who either investigate, enforce or otherwise provide a service that can result in contentious interactions when action is taken, and municipal clerks and their staff fall within the need for a window for greater protection. The Florida Association of City Clerks is very concerned about the safety and well-being of the municipal clerks and their staff who serve the public daily and are, oftentimes, the first contact of citizens with cities.		
Additional Analysis		
Fiscal Impact Summary		
None		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2025-007R - Public Records Exemption (01.30.2025)	2025-007R - Public Records Exemption (01.30.2025).pdf	



CITY OF CLERMONT
RESOLUTION NO. 2025-007R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA URGING THE FLORIDA STATE LEGISLATURE TO ENACT LEGISLATION TO PROVIDE A PUBLIC RECORDS EXEMPTION FOR MUNICIPAL CLERKS AND EMPLOYEES WHO PERFORM MUNICIPAL ELECTIONS WORK OR HAVE ANY PART IN CODE ENFORCEMENT FUNCTIONS OF A CITY; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND EFFECTIVE DATE.

WHEREAS, many municipal staff who perform duties that include, or result in, investigations into complaints regarding election fraud, legal enforcement of hearings that could lead to a criminal prosecution or code enforcement actions are exposed to threats and other acts of violence; and

WHEREAS, municipal clerks often administer elections and some election workers have been targeted for threats and violence due to the nature of materials they are responsible for

WHEREAS, municipal clerks are often involved in legal enforcement proceedings in actions related to violations of codes and ordinances and, occasionally, these proceedings have led to retaliation and threats by defendants; and

WHEREAS, currently public records exemptions in Florida include those for local personnel who either investigate, enforce or otherwise provide a service that can result in contentious interactions when action is taken and municipal clerks and their staffs fall within the need for a window for greater protection; and

WHEREAS, the Florida Association of City Clerks is very concerned for the safety and well-being of the municipal clerks and their staffs who serve the public on a daily basis and are, oftentimes, the first contact of citizens with cities; and

WHEREAS, the City of Clermont has complied with all requirements and procedures of Florida law in processing and adopting this Resolution.

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

(1). The Council of the City of Clermont, Lake County, Florida hereby adopts the recitals set forth in this Resolution (whereas clauses) as the legislative findings of the City Council.

(2). The Mayor and Council of the City of Clermont, Lake County, Florida, hereby urges and encourages the Florida State Legislature to enact legislation to provide a public records exemption for municipal clerks and employees who perform municipal elections work or have any part in code enforcement functions of a municipality.



CITY OF CLERMONT
RESOLUTION NO. 2025-007R

(3). The City Clerk is hereby directed and authorized to send a certified copy of this Resolution to Governor Ron DeSantis, Senator Truenow and Representative Taylor Yarkosky, the Lake County League of Cities, and the Florida League of Cities (FLC).

SECTION 1: CONFLICT

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

SECTION 2: 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 3: 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 4: PUBLICATION AND EFFECTIVE DATE

This Resolution shall take effect immediately upon its adoption.



CITY OF CLERMONT
RESOLUTION NO. 2025-007R

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



CITY OF CLERMONT

AGENDA ITEM

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Meeting Date		
Tuesday, February 11, 2025		
Agenda Item Name		
Piggyback Purchase Approval <i>Replacement Fire Command, Training, and Rehabilitation Trailer</i>		
Requested Action		
Requesting approval to purchase from the Florida Sheriff's Association contract number FSA23-EQU21.0 with Texas Trailers to acquire one heavy-duty cargo trailer for the amount of \$58,313.11.		
Staff Report		
The Procurement Services Department and the Fire Department recommend approval of the above action. The existing Enclosed Command Training and Rehab (ECTR) unit has reached the end of its operational lifespan. It is experiencing multiple water leaks, a deteriorating subfloor, and inadequate space to effectively support command/control, scene operations, training activities, and crew rehabilitation. The current trailer, which is eighteen (18) years old and has been in service with the City of Clermont for over ten (10) years, was originally acquired as a surplus vehicle from another agency. The replacement unit will feature an onboard generator and climate control to meet operational needs better. The Procurement Services Department sought a contract from the Florida Sheriff's Association to purchase a Heavy Duty Cargo Trailer. The Procurement Services Department issued a Request for Interest (RFI) number 25-060 to notify local vendors of the City's intent to purchase from another governmental entity contract. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Procurement Services Department received no interest. Based on this, staff recommends that the City Council approve the purchase of the Florida Sheriff's Association contract. The Florida Sheriff's Association contract was obtained through a fully competitive solicitation and complies with the City of Clermont Procurement Policy. The use of piggyback contracts is allowed under the Procurement Policy, Section E.9, and is a procurement best practice that takes advantage of competitive pricing on a contract formerly bid by another government agency. The Procurement Services Department has determined that using piggyback contracts is advantageous and in the City's best interest to reduce administrative time and expense while providing favorable pricing. Approval of this contract does not commit the City to purchases or require that the contract be utilized. Each Department budgets purchases associated with piggyback contracts. The estimated annual value does not represent the budgeted amount by a department.		
Additional Analysis		
Fiscal Impact Summary		
The Heavy Duty Cargo Trailer purchase is included in the current year's approved budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$58,313.11	12522-66401 Capital Equipment	\$58,313.11
Exhibits Attached (copies of original agreements)		
1. RFI 25-060	RFI 25-060.pdf	
2. Trailer Quote	Trailer Quote.pdf	



REQUEST FOR INFORMATION

RFI 25-060

INTENT TO UTILIZE THE FLORIDA SHERIFFS ASSOCIATION CONTRACT TO HEAVY DUTY CARGO TRAILER

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

RELEASE DATE: January 31, 2025

DEADLINE FOR QUESTIONS: February 10, 2025

RESPONSE DEADLINE: February 10, 2025, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Clermont
REQUEST FOR INFORMATION
Intent to Utilize the Florida Sheriffs Association Contract to Heavy
Duty Cargo Trailer

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

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

Intent to Utilize the Florida Sheriffs Association Contract to Heavy Duty Cargo Trailer

1.2. Contact Information

Ramsey Jimenez

Senior Procurement Agent

685 W Montrose St

Clermont, FL 34711

Email: rjimenez@clermontfl.org

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

Department:

Fire

1.3. Timeline

Solicitation Release Date	January 31, 2025
Question Deadline	February 10, 2025, 12:00pm
Response Deadline	February 10, 2025, 3:00pm

2. Response Procedures

2.1. Electronic Bidding System

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

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

2.2. Standard RFI

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

- A. Company Name: Texas Trailers
- B. Contract Number and Title: FSA23-EQU21.0: Equipment Item #460
- C. Length of Contract: Through September 30, 2025
- D. Product or Service Provided: Model BL716TA2 7x16 Heavy Duty Cargo Trailer
- E. Estimated Annual Expenditure: \$58,313.11

If you're a local vendor, please contact the Procurement Services Director by email prior to Monday, February 10, 2025 to advise whether your company can provide any of the products or services mentioned above.

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



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

Estimate

Date	Estimate #
1/30/2025	9545

Name / Address
Clermont Fire Department

Item	Description	Qty	Amount	Total
Cargo Mate Central	Florida Sheriff's Equipment Contract FSA23-EQU21.0 Item # 460 Model BL716TA2 7x16 Heavy Duty Cargo Trailer Delivered To The Central District	1	9,820.00	9,820.00
EHW8524TA3	8.5' x 24' V-Nose Enclosed, Ramp Door, Dove Tail, 9,990 GVWR Delete V-Nose Delete Dove Tail	1	4,541.75	4,541.75
CMEX6421-1	E Series Package #1 + 6" Height 24" Aluminum Tread Plate Stoneguard Upgrade 1 - Dome Light (total of 2) 1 - 12 Volt Switch for Domes Flushlock		453.33	453.33
CMF209	Additional Height 6" (Makes Trailer 7'4" High)	24	28.33	679.92
CMF132	60" Extended Triple Tube Tongue	1	283.33	283.33
CMT1630	ST235/85R16/E Spare Tire w/ 8 Bolt Silver Wheel	1	524.17	524.17
CMT1146	Spare Tire Carrier w/ Cover (Tongue Mt)	1	226.67	226.67
CMJ1023	Deluxe Scissor Jacks w/ Hand Crank (5,000 lb Capacity) Rear	1	453.33	453.33
CMIC286	Insulated Ceiling w/ 3/16" Alum Liner *** BLACK***	24	90.67	2,176.08
CMIW276	Bead Board Insul (Styrofoam)(Insulate All The Way To Ceiling)	24	28.33	679.92
CMIW283	.030 White Alum Wall Liner (Other Colors Avail)***Silver Frost***	24	90.67	2,176.08
CMIF257	Euro Heavy Duty Rubber Coin Flooring	24	104.83	2,515.92
CMIF257	Euro Heavy Duty Rubber Coin Flooring (Ramp)	7	104.83	733.81
CMC739	Additional Length - OH Cabinets (Front Wall)	6	184.17	1,105.02
CMC740	Additional Length - Base Cabinets (Front Wall)	6	240.83	1,444.98
CMC2001	Base and Overhead Combination - Road Side Wall Starting At Front ***BLACK***Silver Top***	1	2,762.50	2,762.50
CMC739	Additional Length - OH Cabinets - Road Side (Makes Road Side Cabinets 10' Long)	2	184.17	368.34
			Subtotal	
			Sales Tax (0.0%)	
			Total	



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

Estimate

Date	Estimate #
1/30/2025	9545

Name / Address
Clermont Fire Department

Item	Description	Qty	Amount	Total
CMC740	Additional Length - Base Cabinets - Road Side (Makes Road Side Cabinets 10' Long) ***BLACK***Silver Top***	2	240.83	481.66
CMC99-Bench	Padded Bench With Storage and Padded Back Rest(Per 8' Section)- Install 14' Total Curb Starting 24" Side Behind Side Door***BLACK***	2	480.00	960.00
CMT233	Recess Wall-Mt E-Track (Installed; Steel Frames Only) Two 5' Rows At Rear On Road Side at 24" and 60" AFF	10	28.33	283.30
CMT233	Recess Wall-Mt E-Track (Installed; Steel Frames Only) Two 5' Rows At Rear On Curb Side at 24" and 60" AFF	10	28.33	283.30
CMAW10018-4	20' Awning - Black Fade to White (Electric Only) Curb Side	1	2,649.17	2,649.17
CME606A	120 Volt / LED Electrical Package With 30 Amp Power Center - Includes - (4) 40" LED Strip Lights, (1) 12 Volt Wall Switch, (2) Interior 120Volt Wall Receptacles, (1) Exterior GFI 120 Volt Wall Receptacle and 30 Amp Motor Base Plug.	1	935.00	935.00
CME17	Upg to 50 amp panel w/Built in 12 Volt Conveter	1	566.67	566.67
CME12V10020-3	40" LED Strip Light (Ceiling)	4	99.17	396.68
CME12V10020-3	40" LED Strip Light (Under OH Cabinets)	2	99.17	198.34
CME12V28	12-Volt Interior Wall Switch	1	42.50	42.50
	***Install Two Recepts In Package Over Base Cabinet At Front			
CME49	110-Volt Interior Wall Recept (2 Gang) Two Each Side Evenly Spaced	4	90.67	362.68
CME49	110-Volt Interior Wall Recept (2 Gang) Install Over Work Bench On Road Side Evenly Spaced	2	90.67	181.34
CME12V6338-E	5 Row 22" Exterior LED Light (Curb Side)	2	538.33	1,076.66
CME12V6338-E	5 Row 22" Exterior LED Light (Road Side)	2	538.33	1,076.66
CME12V10020-1	LED Loading Lights	1	141.67	141.67
CME12V53	12-Volt Battery w/ Box (Int or Ext Mounted)	1	368.33	368.33
CMCL1635	15,000 BTU Roof-Mt Air Cond w/ Heat Strip	2	2,975.00	5,950.00
CMG10500	10,500 Watt Honda Powered Tongue Mount Electric Start Generator With ATP Enclosure and Wiring (Trailers With 2 A/C Units)	1	7,290.00	7,290.00
		Subtotal		
		Sales Tax (0.0%)		
		Total		



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

Estimate

Date	Estimate #
1/30/2025	9545

Name / Address
Clermont Fire Department

Item	Description	Qty	Amount	Total
Dealer	Per. Section 3.14 of FSA Contract - The Following Dealer Installed Custom Options Will Be Added By The Dealer To Increase Safety and Productivity Of The End User.		0.00	0.00
Custom	Custom Option - Cast Front Corners	1	944.00	944.00
Custom	Custom Option - Two Tone - Black Top 24" - Bottom Rest Of Trailer Red.*** Same On Front Wall and Rear Door Exterior***	1	430.00	430.00
Custom	Custom Option - Work with Clermont Fire Department to facilitate custom decal design and installation on trailer prior to delivery. (budget \$2,750.)	1	2,750.00	2,750.00

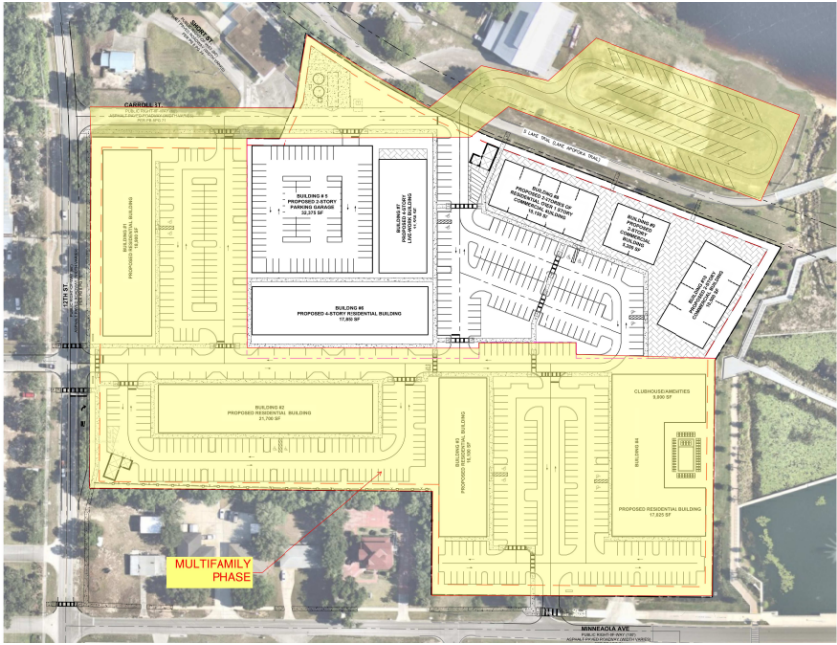
			Subtotal	\$58,313.11
			Sales Tax (0.0%)	\$0.00
			Total	\$58,313.11



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date			
Tuesday, February 11, 2025			
Agenda Item Name			
Lake County Schools Proportionate Share Mitigation Agreement <i>Lumberyard District</i>			
Requested Action			
Recommend approval of School Concurrency Case #2024-18.			
Staff Report			
The applicant, Penler Development LLC, has completed the Proportionate Share Mitigation Agreement for school concurrency with the Lake County School Board. The agreement was approved by the School Board on January 13, 2025. This is for 262 multifamily dwelling units within the Lumberyard PUD that Penler Development will be constructing. The 262 units will be in Buildings 1-4, which is labeled below in yellow as multifamily Phase 1. The remaining 130 dwelling units will have to undergo the school concurrency process at the time of site plan review submittal at a later date. The City is a party to the agreement. The staff has reviewed the document, School Concurrency Case# 2024-18, and recommends approval of the agreement.			
			
Additional Analysis			
Fiscal Impact Summary			
None.			
Fiscal Impact	Fund Number and Description	Available Budget Amount	
Exhibits Attached (copies of original agreements)			
1.	Lumberyard School Mitigation Agreement	Lumberyard School Mitigation Agreement.pdf	



Superintendent:
Diane S. Kornegay, M.Ed.

School Board Members:
District 1
Bill Mathias
District 2
Tyler Brandenburg
District 3
Marc Dodd
District 4
Mollie Cunningham
District 5
Stephanie Luke

201 West Burleigh Boulevard • Tavares • FL 32778-2496
(352) 253-6500 • Fax: (352) 253-6503 • www.lake.k12.fl.us

Via Certified Mail
9171 9690 0935 0288 6000 50

MEMORANDUM

DATE: January 15, 2025
TO: John Kruse, Planning Manager
City of Clermont
FROM: Helen LaValley, Planner
Lake County Schools
Growth Planning Department

SUBJECT: Proportionate Share Mitigation Agreement – Lumberyard District 1-4

Please find enclosed three (3) original agreements for:

The School Board approved the agreement on January 13, 2025.

Please schedule the agreement(s) for a Council meeting. Once approved please return two (2) agreements. The third agreement is for your City Clerk records.

If you have any questions or require more information, please let me know.

Thank you for your assistance!

Return to:
Helen LaValley
Lake County Schools – Growth Planning Dept.
201 W. Burleigh Blvd.
Tavares, FL 32778

PROPORTIONATE SHARE MITIGATION AGREEMENT

Project Name: Lumberyard District School Concurrency Case# 2024-18

THIS PROPORTIONATE SHARE MITIGATION AGREEMENT, is entered into by and between School Board of Lake County, Florida, a political subdivision of the State of Florida, whose address is 201 West Burleigh Boulevard, Tavares, Florida 32778 (“**School Board**”), Penler Development LLC, a Georgia limited liability company, whose address is 3715 Northside Parkway NW Building 400 Suite 200, Atlanta, Georgia 30327 (“**Contract Purchaser**”) ; and the City of Clermont, a Florida municipal corporation, whose address is 685 West Montrose Street, Clermont, FL 34711 (“**City**”).

WHEREAS, School Board, the municipalities located within Lake County, Florida, and the Board of County Commissioners of Lake County, Florida (“**County**”) entered into that certain First Amended Interlocal Agreement For School Facilities Planning and Siting recorded June 23, 2008 in Official Records Book 3644, Page 1, in the public records of Lake County, Florida (the “**Interlocal Agreement**”).

WHEREAS, pursuant to Section 5 of the Interlocal Agreement an application for a subdivision, site plan, or plat for residential dwelling units that will generate students in a Concurrency Service Area in which there is insufficient School Capacity to accommodate the anticipated students must enter into a Proportionate Share Mitigation Agreement to mitigate the school overcrowding attributable to the anticipated students, all as specified in the Interlocal Agreement.

WHEREAS, Penler Development LLC is the contract purchaser of those certain tract(s) of land located in Clermont, Florida, commonly identified by Alternate Keys 1622727, 1622751, 1622743, 1622735, 1622760, 1622778, 1815673 and portions of 1622719, 1622581, 1622701 more particularly described on **Exhibit “A”** attached hereto, and illustratively depicted on **Exhibit “B”** attached hereto (the “**Property**”).

WHEREAS, Applicant has requested City rezone the Property and allow development of two hundred sixty-two (262) total dwelling units (the “**Total Units**”) on the Property (the “**Project**”), as depicted on the site plan attached hereto as **Exhibit “C”**.

WHEREAS, based on the current adopted Level of Service standards of the Concurrency Service Area in which the Property is currently located, School Board has determined existing school capacity is insufficient for the number of students anticipated to be generated by the Project.

WHEREAS, School Board has determined the anticipated deficit created by the Project as of the date of School Board’s capacity review is seventeen (17) high school students (the “**Capacity Deficit**”).

WHEREAS, City’s approval of the final site plan without requiring mitigation of the Capacity Deficit will either create or worsen school overcrowding.

WHEREAS, the Contract Purchaser has agreed to enter into this Agreement to provide mitigation proportionate to the demand on Public School Facilities to be created by the residential dwelling units, as more particularly set forth herein ("Proportionate Share Mitigation").

NOW, THEREFORE, in consideration of the foregoing described Proportionate Share Mitigation, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

1. **Recitals.** The above recitals are true and correct and fully incorporated herein.
2. **Definitions.** Any capitalized terms used but not defined herein shall have the same meaning as set forth in the Interlocal Agreement.
3. **Term.** The term of this Agreement shall commence on the date this Agreement is recorded in the Public Records of Lake County, Florida (the "**Effective Date**") and, unless earlier terminated in accordance herewith, shall end on the date that is two (2) years after the Effective Date. The term of this Agreement may be extended once for a period of six (6) months if (i) requested by Contract Purchaser no later than thirty (30) days prior to the expiration of the term, and (iii) School Board agrees to extend the term of this Agreement. The School District will send notification of the extension request to the City. Any extension of this Agreement shall be evidenced by an Amendment to this Agreement signed by Contract Purchaser, School Board and recorded, at Contract Purchaser's sole expense, in the public records of Lake County, Florida.
4. **Mitigation Payment.** Contract Purchaser shall pay to School Board the cost to mitigate the Capacity Deficit as follows:
 - a. **Amount.** Contract Purchaser's proportionate share mitigation payment is Seven Hundred Twenty-Nine Thousand, Five Hundred Eighty-Nine and 00/100 Dollars (\$729,589.00 USD) (the "**Mitigation Payment**"). The Mitigation Payment is the product of the Capacity Deficit multiplied by the applicable Cost of Student Station (i.e. $17 \times \$42,917.00 = \$729,589.00$).
 - b. **Due Date.** The Mitigation Payment shall be made no more than ninety (90) days after final site plan approval by City for the Project. (The "**Due Date**").
 - c. **Delivery Instructions.** Contract Purchaser shall deliver the Mitigation Payment with the completed payment form, a copy of which is attached hereto as **Exhibit "D"**, to School Board's Growth Planning Department at 201 West Burleigh Boulevard, Tavares, FL 32778.

5. **Mitigation Payment Credit.** The Mitigation Payment shall be credited against the total educational impact fees due for the Project. Contract Purchaser shall remain obligated for payment of all remaining educational impact fees due after application of the Mitigation Payment credit in accordance with the Lake County Impact Fee Ordinance. Notwithstanding anything contained herein to the contrary, Contract Purchaser shall not be entitled to a credit for the Mitigation Payment unless and until such payment is actually made and delivered to School Board. School Board will notify all applicable local governments once the Mitigation Payment is received by School Board.

6. **Termination.** This Agreement shall automatically terminate if (a) City does not approve Contract Purchaser's final site plan or (b) Contract Purchaser fails to fully pay the Mitigation Payment when due hereunder.

7. **Effect of Termination.** If this Agreement is terminated, then Contract Purchaser and School Board shall have no further duties or obligations hereunder and Contract Purchaser shall (a) forfeit all administrative or application fees paid to School Board, (b) forfeit the current school concurrency reservation associated with the Project, and (c) re-apply for any future school concurrency reservation associated with the Project.

8. **Assignability.** This Agreement shall be binding on and shall inure to the benefit of Contract Purchaser, School Board, City, and their respective successors and assigns. Notwithstanding anything contained herein to the contrary, Contract Purchaser may only assign its rights or obligations contained herein to a successor to the Property after obtaining the prior written consent of School Board and City, which shall not be unreasonably withheld. Any such assignment shall be evidenced by an instrument signed by Contract Purchaser, accepted by Contract Purchaser's assignee, consented to by School Board and recorded, at Contract Purchaser's sole expense, in the public records of Lake County, Florida.

9. **Notices.** Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to be given if delivered by hand, sent by United States registered or certified mail (return receipt requested), sent by recognized overnight courier, or sent by email addressed as follows:

If to School Board:

School Board of Lake County
Attn: Superintendent of Schools
201 West Burleigh Blvd.
Tavares, FL 32778
Email contact – lavalleyh@lake.k12.fl.us

If to City:

City of Clermont
Attn: City Manager
685 West Montrose St.
Clermont, FL 34711

If to Contract Purchaser:

Penler Development, LLC
3715 Northside Pkwy NW, Bldg 400 – Ste 200
Atlanta, Georgia 30327

Notices shall be deemed effective only if sent to each address listed for the intended recipient party, or such other address as may be subsequently provided by that party in writing. Notices personally delivered, sent by United States registered or certified mail, or sent by overnight courier shall be deemed given on the date of receipt. Notices sent by e-mail shall be deemed sent upon transmission if sent to the recipient party's e-mail address shown above and the e-mail message is not returned to the sender as being undeliverable.

10. **Incorporation.** All exhibits attached hereto are fully incorporated herein and made a part hereof.

11. **Recording of this Agreement.** Contract Purchaser shall record this Agreement, at Contract Purchaser's sole expense, in the public records of Lake County, Florida within ten (10) days after full execution by Contract Purchaser, School Board, and City.

12. **Entire Agreement.** This Agreement, including all exhibits attached hereto, constitutes the entire agreement between and among Contract Purchaser, School Board, and City, and replaces all prior communications, understandings, representations, arrangements, and agreements, whether oral or written, between or among them, related to the terms and subject matter of this Agreement that were not otherwise reduced to writing and incorporated herein.

13. **Construction.** This Agreement shall be construed as if Contract Purchaser, School Board, and City jointly prepared this Agreement, and any uncertainty or ambiguity shall not be construed against any one party. Whenever applicable in this Agreement, the use of the singular shall include the plural and the use of the plural shall include the singular. The headings used in this Agreement are solely for convenience of reference and shall not control the meaning or interpretation of this Agreement.

14. **Modification; Waiver.** This Agreement may not be modified or amended nor shall any provision of this Agreement be waived except in writing signed by Contract Purchaser and School Board or their respective agents acting under express written authority to do so. No oral agreement, statement, promise, undertaking, understanding, arrangement, act, or omission of either party, occurring after the date hereof may be deemed an amendment or modification to this Agreement unless reduced to writing and signed by Contract Purchaser and School Board or their respective agents acting under express written authority to do so.

15. **Counterparts.** This Agreement may be executed in as many counterparts as may be required, each of which when so executed shall be deemed an original, but all of which when taken together shall constitute a single agreement. An electronic or facsimile copy of this Agreement and any signatures hereon shall be considered for all purposes as originals.

16. **Severability.** If for any reason any of the covenants, agreements, terms, or provisions contained herein shall be determined or declared to be invalid or unenforceable by a court of competent jurisdiction, then the validity and enforceability of the remaining covenants, agreements, terms, and provisions hereof shall be in no way affected, prejudiced, or disturbed by said determination or declaration and this Agreement shall be automatically conformed to the law and shall continue in full force and effect.

17. **Governing Law.** The laws of the State of Florida shall apply to and control any dispute concerning the interpretation, construction, performance, or enforcement of this Agreement. Contract Purchaser, School Board, and City each hereby agree that the exclusive jurisdiction for any legal proceeding arising out of or relating to this Agreement shall be the courts serving Lake County, Florida and Contract Purchaser, School Board, and City hereby waive any challenge to personal jurisdiction or venue in such courts.

18. **Prevailing Party Attorney's Fees.** If Contract Purchaser, School Board, or City brings a legal action or proceeding arising out of or relating to this Agreement or because of an alleged dispute, breach, default, or misrepresentation hereof or for a declaration of the rights and obligations in connection with this Agreement, then the prevailing party shall be entitled to reasonable attorney's fees and other costs incurred in that action or proceeding in addition to any other relief to which the prevailing party may otherwise be entitled.

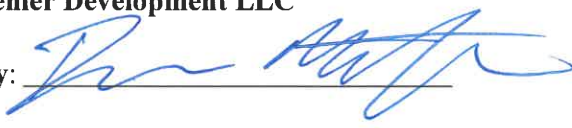
19. **Change in Circumstances.** If, prior to the Due Date, the Total Units or any other part of the Project is altered or amended in a manner that increases the Capacity Deficit, then Contract Purchaser shall submit a separate application for such increase, which shall be subject to a separate review for school concurrency purposes.

20. **Authority.** Each person signing below represents and warrants they possess full authority to enter into this Agreement and to lawfully and effectively bind the entity they purport to represent.

Remainder of Page Left Blank Intentionally

IN WITNESS WHEREOF, Contract Purchaser, School Board, and City have executed this Agreement as of the dates set forth below.

Penler Development LLC

By: 

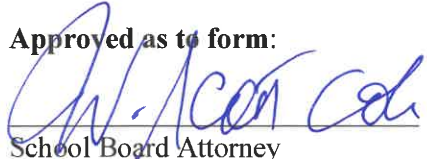
Date: Brian Metzler

The School Board of Lake County, Florida

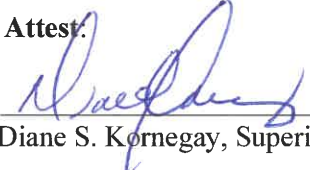
By: 
Board Chair

Date: 1-13-2025

Approved as to form:


School Board Attorney

Attest:


Diane S. Kornegay, Superintendent

City of Clermont, Florida

By: _____
Tim Murry, Mayor

Date: _____

Approved as to form:

City Attorney

Attest:

Tracy Ackroyd Howe, City Clerk

Exhibit A – Legal Description

LEGAL DESCRIPTION PARCEL DESCRIPTION

LEGAL DESCRIPTION:

A PORTION OF BLOCKS 119 AND 120, ALONG WITH PORTIONS OF WEST LAKE DRIVE AND THAT PORTION OF OSCEOLA STREET VACATED IN THAT ORDINANCE RECORDED IN OFFICIAL RECORDS BOOK 590, PAGE 738 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, ALL OF JOHNSON'S REPLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGE 17, PUBLIC RECORDS OF LAKE COUNTY; ALL LYING IN SECTIONS 23 AND 24, TOWNSHIP 22 SOUTH, RANGE 25 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE NORTH LINE OF MINNEOLA AVENUE, ACCORDING TO SAID PLAT, AND THE EAST LINE OF GOVERNMENT LOT 8, LYING IN SECTION 23 TOWNSHIP 22 SOUTH, RANGE 25 EAST; THENCE NORTH 89°29'17" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 407.49 FEET TO THE SOUTHWEST CORNER OF LOT 6, BLOCK 120 OF SAID JOHNSON'S REPLAT; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, NORTH 00°25'20" EAST, ALONG THE WEST LINE OF LOTS 4-6 OF SAID BLOCK 120, A DISTANCE OF 150.00 FEET, TO THE NORTHWEST CORNER OF SAID LOT 4, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 7 OF SAID BLOCK 120; THENCE NORTH 89°29'17" WEST ALONG THE SOUTH LINE OF LOTS 7-13 AND THE SOUTH LINE OF LOT 16, A DISTANCE OF 497.78 FEET TO THE SOUTHWEST CORNER OF SAID LOT 16, ALSO BEING A POINT ON THE EAST RIGHT-OF-WAY LINE OF 12TH STREET ACCORDING TO SAID PLAT; THENCE NORTH 00°22'36" EAST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 499.90 FEET, TO A POINT OF CURVATURE, OF A CURVE CONCAVE WESTERLY, AND HAVING A RADIUS OF 1465.68 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 10.10 FEET, THROUGH A CENTRAL ANGLE OF 00°23'41", A CHORD DISTANCE OF 10.10 FEET, AND A CHORD BEARING OF NORTH 00°10'45" EAST, TO THE NORTHWEST CORNER OF LOT 10, BLOCK 119 OF SAID PLAT; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, SOUTH 89°29'17" EAST ALONG THE NORTH LINE OF LOTS 7-10, OF SAID BLOCK 119, A DISTANCE OF 226.21 FEET; THENCE DEPARTING SAID NORTH LINE, SOUTH 00°00'00" EAST, A DISTANCE OF 319.40 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 335.74 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 23.12 FEET; THENCE NORTH 89°59'54" EAST, A DISTANCE OF 142.01 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 23.12 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 202.80 FEET; THENCE SOUTH 30°13'43" WEST, A DISTANCE OF 3.79 FEET, TO A POINT ON THE SAID EAST LINE OF GOVERNMENT LOT 8; THENCE RUN SOUTH 00°40'24" WEST ALONG SAID EAST LINE, A DISTANCE OF 343.41 FEET, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 7.159 ACRES (311,863 SQ FT), MORE OR LESS

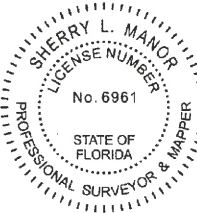
SURVEYOR'S NOTES:

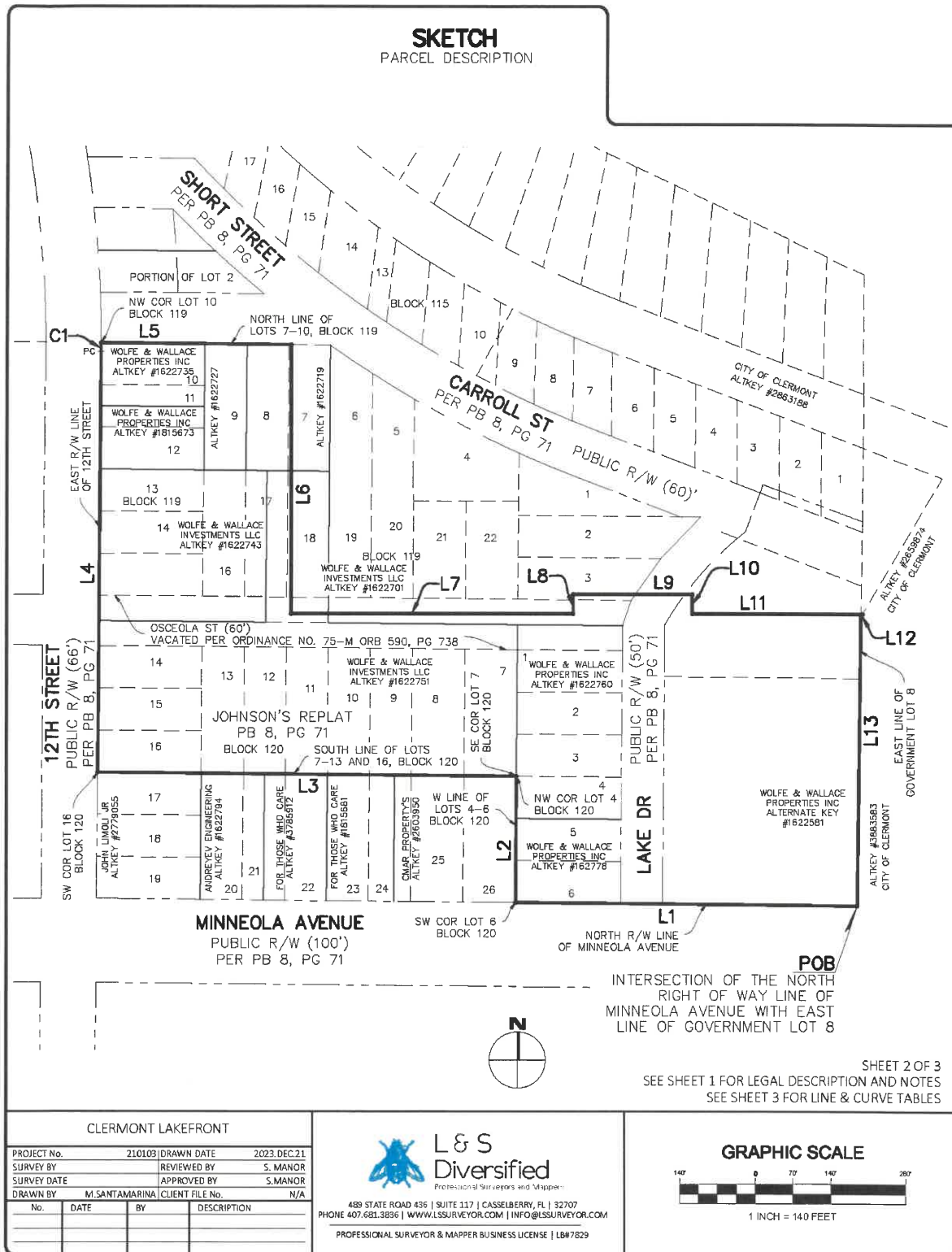
1. THIS IS NOT A BOUNDARY SURVEY.
2. THE PURPOSE OF THIS SKETCH OF DESCRIPTION IS TO DESCRIBE A PARCEL OF LAND.
3. NO CORNERS WERE SET AS PART OF THIS SKETCH OF DESCRIPTION.
4. THIS SKETCH OF DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
5. THE BEARINGS SHOWN HEREON ARE BASED ON THE ASSUMED NORTH RIGHT OF WAY LINE MINNEOLA AVENUE, ACCORDING TO PLAT BOOK 8, PAGE 17, LAKE COUNTY, FLORIDA, BEING N 89° 29' 17" W.

SYMBOLS AND ABBREVIATION LEGEND:

- = CHANGE IN DIRECTION
- N = NORTH
- E = EAST
- S = SOUTH
- W = WEST
- R/W = RIGHT-OF-WAY
- ALTKEY = ALTERNATE KEY
- PC = POINT OF CURVATURE
- PB = PLAT BOOK
- PG = PAGE
- ORB = OFFICIAL RECORDS BOOK
- L# = LINE NUMBER
- C# = CURVE NUMBER

SHEET 1 OF 3
SEE SHEET 2 FOR SKETCH
SEE SHEET 3 FOR LINE & CURVE TABLES

CERTIFIED TO:		 L & S Diversified Professional Surveyors and Mappers 489 STATE ROAD 436 SUITE 117 CASSELBERRY, FL 32707 PHONE 407.681.3836 WWW.LSSURVEYOR.COM INFO@LSSURVEYOR.COM PROFESSIONAL SURVEYOR & MAPPER BUSINESS LICENSE L847829		 Digitally signed by Sherry Manor Date: 2023.12.29 09:28:29 -05'00'
CLERMONT LAKEFRONT		SURVEYOR'S CERTIFICATION I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER 54-17 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO CHAPTERS 177 AND 472 OF THE FLORIDA STATUTES. THIS SKETCH AND/OR REPORT IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR THE ELECTRONIC SIGNATURE IN COMPLIANCE WITH F.A.C. 54-17.06(2) OF THE SIGNING SURVEYOR AND MAPPER.		
PROJECT No.	210103	DRAWN DATE	2023 DEC 21	
SURVEY BY		REVIEWED BY	S. MANOR	
SURVEY DATE		APPROVED BY	S. MANOR	
DRAWN BY	M. SANTAMARINA	CLIENT FILE No.	N/A	
No.	DATE	BY	DESCRIPTION	



SKETCH
PARCEL DESCRIPTION

LINE TABLE		
LINE NO.	BEARING	LENGTH
L1	N89°29'17"W	407.49'
L2	N00°25'20"E	150.00'
L3	N89°29'17"W	497.78'
L4	N00°22'36"E	499.90'
L5	S89°29'17"E	226.21'
L6	S00°00'00"E	319.40'
L7	N90°00'00"E	335.74'
L8	N00°00'00"E	23.12'
L9	N89°59'54"E	142.01'
L10	S00°00'00"E	23.12'
L11	N90°00'00"E	202.80'
L12	S30°13'43"W	3.79'
L13	S00°40'24"W	343.41'

CURVE TABLE					
CURVE NO.	RADIUS	LENGTH	DELTA	CHORD	CHORD DIRECTION
C1	1465.68'	10.10'	000°23'41"	10.10'	N00°10'45"E

SHEET 3 OF 3
SEE SHEET 1 FOR LEGAL DESCRIPTION AND NOTES
SEE SHEET 2 FOR SKETCH

CLERMONT LAKEFRONT				 L & S Diversified Professional Surveyors and Mapper 489 STATE ROAD 436 SUITE 117 CASSELBERRY, FL 32707 PHONE 407.681.3836 WWW.LSSURVEYOR.COM INFO@LSSURVEYOR.COM PROFESSIONAL SURVEYOR & MAPPER BUSINESS LICENSE LB#7829	
PROJECT No.	210108	DRAWN DATE	2023.DEC.21		
SURVEY BY		REVIEWED BY	S. MANOR		
SURVEY DATE		APPROVED BY	S. MANOR		
DRAWN BY	M. SANTAMARINA	CLIENT FILE No.	N/A		
No.	DATE	BY	DESCRIPTION		

Exhibit B – Location Map



Exhibit C – Concept Plan/Site Plan

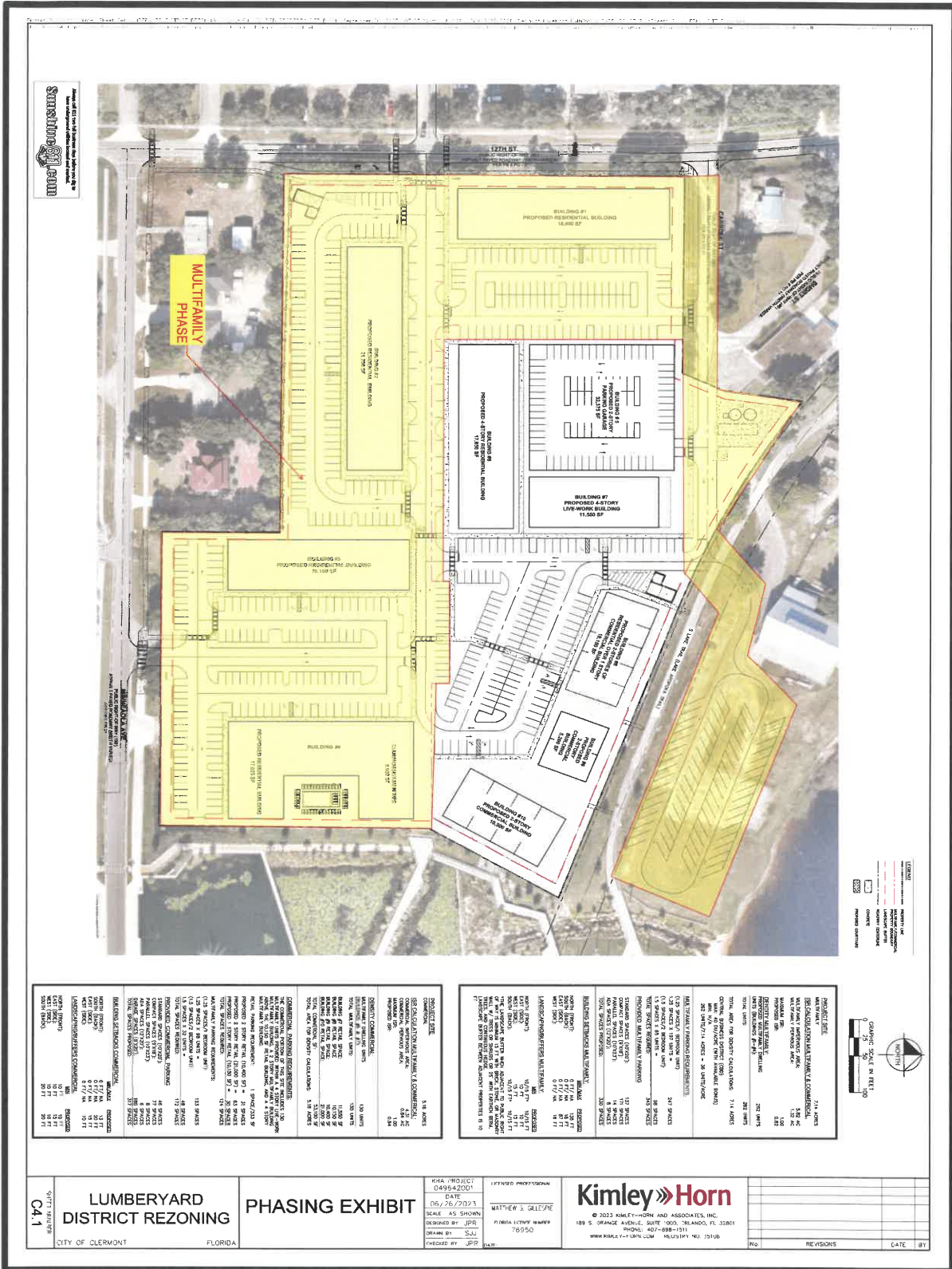


Exhibit D – Proportionate Share Mitigation Payment Form

Section 1	Proportionate Share Mitigation Information
LCS#:	2024-18
Project Title:	Lumberyard District
Local Jurisdiction:	Clermont
Parcel ID's/Alt Keys: (list all parcel identification numbers or alternate keys that apply to this agreement project boundaries)	1622751, 1622743, 1622735, 1622760, 1622778, 1815673, 1622727 Portions of 1622719, 1622581, 1622701
Permit Type: (Plat, preliminary plat or site plan, final subdivision plan, etc.)	Final Site Plan
Section 2	Applicant Information (to be completed by Applicant)
Date:	
Name:	
Company/Firm:	
Contact phone number:	
Email Address:	
Section 3	Residential Development Project Information
Plat/Site Plan Title: (as it appears on the document)	Lumberyard District
Total Units:	
Unit Type: SF, MF, MH	Multi-family units
Section 4	Payment Information
Payment Amount:	\$
Mitigation Review Fee (if applicable):	N/A Previously paid
Total Amount of This Payment	\$



Instructions
Complete form and return with payment to: Lake County Schools Growth Planning Department – Attn: Helen LaValley 201 West Burleigh Boulevard Tavares, FL 32778 For more information contact Helen LaValley, Growth Planning Department at 352-253-6694 or by email at lavalleyh@lake.k12.fl.us



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 11, 2025		
Agenda Item Name		
Retirement Plan Actuarial Valuation <i>FMPTF Closed Plan</i>		
Requested Action		
Approval of the Actuarial Valuation as of 10/01/2024 for the FMPTF General Employee Retirement Plan.		
Staff Report		
Prior to September 2019, the City's general employees participated in a defined benefit retirement plan with the Florida Municipal Pension Trust Fund (FMPTF). The FMPTF plan has been closed since the transition to defined contribution plans (457b and 401a). Long-term debt obligations related to the FMPTF plan remain on the City's financial statements as long as there are active retirees or beneficiaries receiving distributions. As of the date of this valuation, one individual continues to receive benefits. The attached actuarial valuation will be utilized in our preparation for the Fiscal Year End 2024 audit and the liability disclosure of the plan. The Local Retirement Section within the Bureau of Local Retirement Systems reviews all local government defined benefit pension plans to ensure compliance with Chapter 112 of the Florida Statutes. Actuarial reports are required to be accepted by a pension board or similar governing body such as the City Council.		
Additional Analysis		
Fiscal Impact Summary		
The City's minimum required contribution for the 2024/25 plan year is zero (see page 1-1 of the valuation report).		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. FMPTF Actuarial Disclosures 10.01.24 Report	FMPTF Actuarial Disclosures 10.01.24 Report.pdf	
2. FMPTF Actuarial Valuation 10.01.24 for contribution FYE25	FMPTF Actuarial Valuation 10.01.24 for contribution FYE25.pdf	

DISCLOSURES REQUIRED PURSUANT TO CHAPTER 2013-100, FLORIDA STATUTES

(a) City/District	Clermont
(b) Plan Name	Retirement Plan for the General Employees
(c) Plan Type	Defined Benefit
(d) Valuation Date	10/1/2024
(e) Interest Rate:	
(1) Discount Rate, net of investment fees	7.00%
(2) Long-Term Expected Rate of Return, net of investment fees	7.00%

With respect to the reporting standards for defined benefit retirement plans or systems contained in Section 112.664(1), F.S., the actuarial disclosures required under this section were prepared and completed by me or under my direct supervision and I acknowledge responsibility for the results. To the best of my knowledge, the results are complete and accurate, and in my opinion, meet the requirements of Section 112.664(1), F.S., and Section 60T-1.0035, F.A.C.

(f) Certification Statement:

(1) Signature	
(2) Actuary's Name	Charles T. Carr
(3) Enrollment Number	23-04927
(4) Signature Date	1/27/2025
(5) Cover letter attached (pdf)?	N

Section 112.664(1)(a), F.S.

(g) Total pension liability:

(1) Service cost	\$0
(2) Interest	\$27,983
(3) Benefit changes	\$0
(4) Difference between expected and actual experience	(\$58,390)
(5) Changes in assumptions	\$0
(6) Benefit payments	(\$49,442)
(7) Contribution refunds	\$0
(8) Net change in total pension liability	(\$79,849)
(9) Total pension liability - beginning of year	\$217,001
(10) Total pension liability - ending of year	\$137,152

(h) Plan fiduciary net position:

(1) Contributions - Employer	(\$7,413)
(2) Contributions - State	\$0
(3) Contributions - Member	\$0
(4) Net investment income	\$79,241
(5) Benefit payments	(\$49,442)
(6) Contribution refunds	\$0
(7) Administrative expenses	(\$2,861)
(8) Other	\$0
(9) Net change in plan fiduciary net position	\$19,525
(10) Plan fiduciary net position - beginning of year	\$221,006
(11) Plan fiduciary net position - ending of year	\$240,531

(i) Net pension liability/(asset) [(g)(10) minus (h)(11)]	(\$103,379)
---	-------------

Section 112.664(1)(b), F.S.

(j) Total pension liability:	
(1) Service cost	\$0
(2) Interest	\$22,048
(3) Benefit changes	\$0
(4) Difference between expected and actual experience	(\$62,120)
(5) Changes in assumptions	\$0
(6) Benefit payments	(\$49,442)
(7) Contribution refunds	\$0
(8) Net change in total pension liability	(\$89,514)
(9) Total pension liability - beginning of year	\$239,217
(10) Total pension liability - ending of year	\$149,703
(k) Plan fiduciary net position:	
(1) Contributions - Employer	(\$7,413)
(2) Contributions - State	\$0
(3) Contributions - Member	\$0
(4) Net investment income	\$79,241
(5) Benefit payments	(\$49,442)
(6) Contribution refunds	\$0
(7) Administrative expenses	(\$2,861)
(8) Other	\$0
(9) Net change in plan fiduciary net position	\$19,525
(10) Plan fiduciary net position - beginning of year	\$221,006
(11) Plan fiduciary net position - ending of year	\$240,531
(l) Net pension liability/(asset) [(j)(10) minus (k)(11)]	(\$90,828)

Section 112.664(1)(c), F.S. (on last valuation basis)

(m) Number of Years, and fractional parts of Years, for which the Market Value of Assets are adequate to sustain expected retirement benefits	999.99
---	--------

Section 112.664(1)(c), F.S. (on Section 112.664(1)(a), F.S. basis)

(n) Number of Years, and fractional parts of Years, for which the Market Value of Assets are adequate to sustain expected retirement benefits	999.99
---	--------

Section 112.664(1)(c), F.S. (on Section 112.664(1)(b), F.S. basis)

(o) Number of Years, and fractional parts of Years, for which the Market Value of Assets are adequate to sustain expected retirement benefits	999.99
---	--------

Section 112.664(1)(d), F.S. (on last valuation basis)

(p) Recommended Plan contributions in Annual Dollar Value	\$0
(q) Recommended Plan contributions as a Percentage of Valuation Payroll	0.00%

Section 112.664(1)(d), F.S. (on Section 112.664(1)(a), F.S. basis)

(r) Recommended Plan contributions in Annual Dollar Value	\$0
(s) Recommended Plan contributions as a Percentage of Valuation Payroll	0.00%

Section 112.664(1)(d), F.S. (on Section 112.664(1)(b), F.S. basis)

(t) Recommended Plan contributions in Annual Dollar Value	\$0
(u) Recommended Plan contributions as a Percentage of Valuation Payroll	0.00%

Retirement Plan for the General Employees Of the City of Clermont, Florida

Actuarial Valuation
As of October 1, 2024

Determines the Contribution
For the 2024/25 Fiscal Year



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January 27, 2025

Introduction

This report presents the results of the October 1, 2024 actuarial valuation for the Retirement Plan for the General Employees of the City of Clermont, Florida. The report is based on the participant data and asset information provided by the pension plan administrator and, except for a cursory review for reasonableness including a comparison to the data provided for the previous valuation, we have not attempted to verify the accuracy of this information.

The primary purpose of this report is to provide a summary of the funded status of the plan as of October 1, 2024 and to determine the minimum required contribution under Chapter 112, Florida Statutes, for the 2024/25 plan year. In addition, this report provides a projection of the long-term funding requirements of the plan, statistical information concerning the assets held in the trust, statistical information concerning the participant population, and a summary of any recent plan changes.

The liabilities and cost presented in this report are based on numerous assumptions concerning the cost of benefits to be provided in the future, long-term investment returns, and the future demographic experience of the current participants. Anyone referring to this report should remember that the cost developed herein is only an *estimate* of the true cost of providing post-employment pension benefits. No one can predict with certainty whether the true cost will be higher or lower than the cost presented in this report. The calculated cost is entirely dependent upon the assumptions that are described in Table IV-A. If any of the assumptions is changed, then the cost shown in this report will change accordingly. Likewise, if any of the assumptions is not completely realized, then the cost shown in this report will change in the future.

Certain assumptions play a bigger role than others in determining the cost of the post-employment pension benefits. In some cases, relatively small changes in a particular assumption can have a dramatic impact on the anticipated cost of benefits. Although a thorough analysis of the impact of such changes is beyond the scope of this report, Table I-B illustrates the impact that alternative long-term investment returns would have on the normal cost rate.

Minimum Required Contribution

Table I-A shows the development of the minimum required contribution for the 2024/25 plan year. The minimum required contribution is zero, which is \$7,413 less than the minimum required contribution that was developed in the prior valuation.

The normal cost rate is also zero. Table I-C provides a breakdown of the sources of change in the normal cost rate. Significantly, the rate decreased by \$3,996 due to investment gains and decreased by another \$2,948 due to demographic experience. The market value of assets earned 8.84% during the 2022/23 plan year and earned another 18.28% during the 2023/24 plan year, whereas a 6.75% annual investment return was required to maintain a stable



contribution rate. The demographic gain occurred because two of three retirees passed away since the previous valuation.

Chapter 112, Florida Statutes, sets forth the rules concerning the minimum required contribution for public pension plans within the state. Essentially, the City must contribute an amount equal to the annual normal cost of the plan plus an adjustment as necessary to reflect interest on any delayed payment of the contribution beyond the valuation date. On this basis, the City's 2024/25 minimum required contribution will be equal to zero. Furthermore, if an actuarial valuation is not prepared as of October 1, 2025, then the \$0 contribution amount will also apply for the 2025/26 plan year.

Identification and Assessment of Risk

The liabilities and cost presented in this report are based on numerous assumptions concerning the cost of benefits to be provided in the future, long-term investment returns, and the future demographic experience of the current participants. Anyone referring to this report should remember that the cost developed herein is only an *estimate* of the true cost of providing post-employment pension benefits. No one can predict with certainty whether the true cost will be higher or lower than the cost presented in this report. The calculated cost is entirely dependent upon the assumptions that are described in Table IV-A. If any of the assumptions is changed, then the cost shown in this report will change accordingly. Likewise, there is always a risk that, should these assumptions not be realized, the liabilities of the plan, the contributions required to fund the plan, and the funded status of the plan may be significantly different than the amounts shown in this report.

Although a thorough analysis of the risk of not meeting the assumptions is beyond the scope of this report, this discussion is intended to identify the significant risks faced by the plan. In some cases, a more detailed review of the risks, including numerical analysis, may be appropriate to help the plan sponsor and other interested parties assess the specific impact of not realizing certain assumptions. For example, Table I-B illustrates the impact that alternative long-term investment returns would have on the contribution rate. Note that this report is not intended to provide advice on the management or reduction of the identified risks nor is this report intended to provide investment advice.

The most significant risk faced by most defined benefit pension plans is investment risk, i.e. the risk that long-term investment returns will be less than assumed. Other related risks include a risk that, if the investments of the plan decline dramatically over a short period of time (such as occurred with many pension plans in 2008), the plan's assets may not have sufficient time to recover before benefits become due. Even if the assets of the plan grow in accordance with the assumed investment return over time, if benefit payments are expected to be large in the short-term (for example, if the plan provides an actuarial equivalent lump sum payment option and a large number of participants are expected to become entitled to such a lump sum in the near future), the plan's assets may not be sufficient to support such a high level of benefit payments. We have provided a 10-year projection of the expected benefit payments in Table III-G to help the Trustees in formulating an investment policy that is expected to provide an investment return that meets both the short- and long-term cash flow needs of the pension plan.

Another source of risk is demographic experience. This is the risk that participants will receive salary increases that are different than the amount assumed, that participants will retire, become disabled, or terminate their employment at a rate that is different than assumed, and that participants will live longer than assumed, just to cite a few examples of the



demographic risk faced by the plan. Although for most pension plans, the demographic risk is not as significant as the investment risk, particularly in light of the fact that the mortality assumption includes a component for future life expectancy increases, the demographic risk can nevertheless be a significant contributing factor to liabilities and contribution rates that become higher than anticipated.

A third source of risk is the risk that the plan sponsor (or other contributing entities) will not make, or will not have the ability to make, the contributions that are required to keep the plan funded at a sufficient level. Material changes in the number of covered employees, covered payroll, and, in some cases, hours worked by active participants can also significantly impact the plan's liabilities and the level of contributions received by the plan.

Finally, an actuarial funding method has been used to allocate the gap between projected liabilities and assets to each year in the future. The contribution rate under some funding methods is higher during the early years of the plan and then is lower during the later years of the plan. Other funding methods provide for lower contribution rates initially, with increasing contribution rates over time.

The Trustees have adopted the aggregate funding method for this plan, which is expected to result in a contribution rate that is level over the remaining life of the plan's retired participants. A brief description of the actuarial funding method is provided in Table IV-A.

Contents of the Report

Tables I-D through I-G provide a detailed breakdown of various liability amounts by type of benefit and by participant group. Tables II-A through II-F provide information concerning the assets of the trust fund. Tables III-A through III-D provide statistical information concerning the plan's participant population. In particular, Table III-D gives a 10-year projection of the cash that is expected to be required from the trust fund in order to pay benefits to the current group of participants. Finally, Tables IV-A and IV-B provide a summary of the actuarial assumptions and methods that are used to value the plan's benefits as of October 1, 2024, as well as a summary of the changes that have occurred since the previous valuation report was prepared.

Certification

This actuarial valuation was prepared by me or under my direct supervision and I acknowledge responsibility for the results. To the best of my knowledge, the results are complete and accurate and, in my opinion, the techniques and assumptions used are reasonable and meet the requirements and intent of Chapter 112, Florida Statutes. There is no benefit or expense to be provided by the plan and/or paid from the plan's assets for which liabilities or current costs have not been established or otherwise taken into account in the valuation. All known events or trends which may require a material change in plan costs or required contribution rates have been taken into account in the valuation.



For the firm,

Charles T. Carr

Charles T. Carr
Consulting Actuary
Southern Actuarial Services Company, Inc.

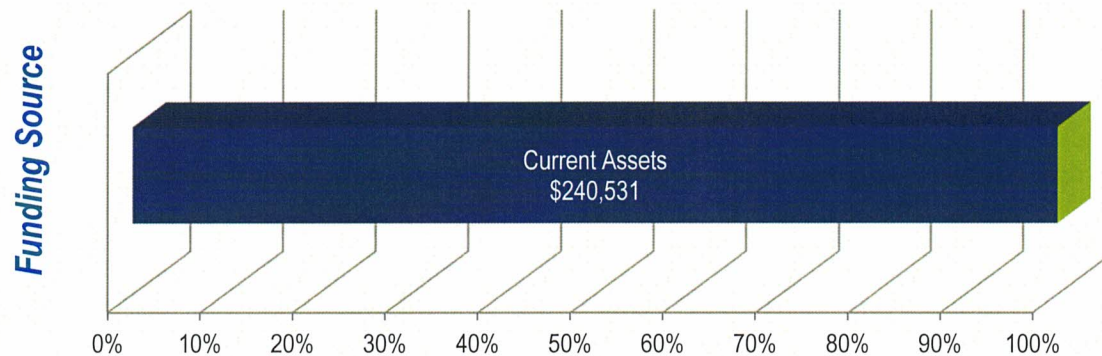
Enrolled Actuary No. 23-04927

The individual above is a member of the American Academy of Actuaries and meets the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained herein.



Minimum Required Contribution

Table I-A



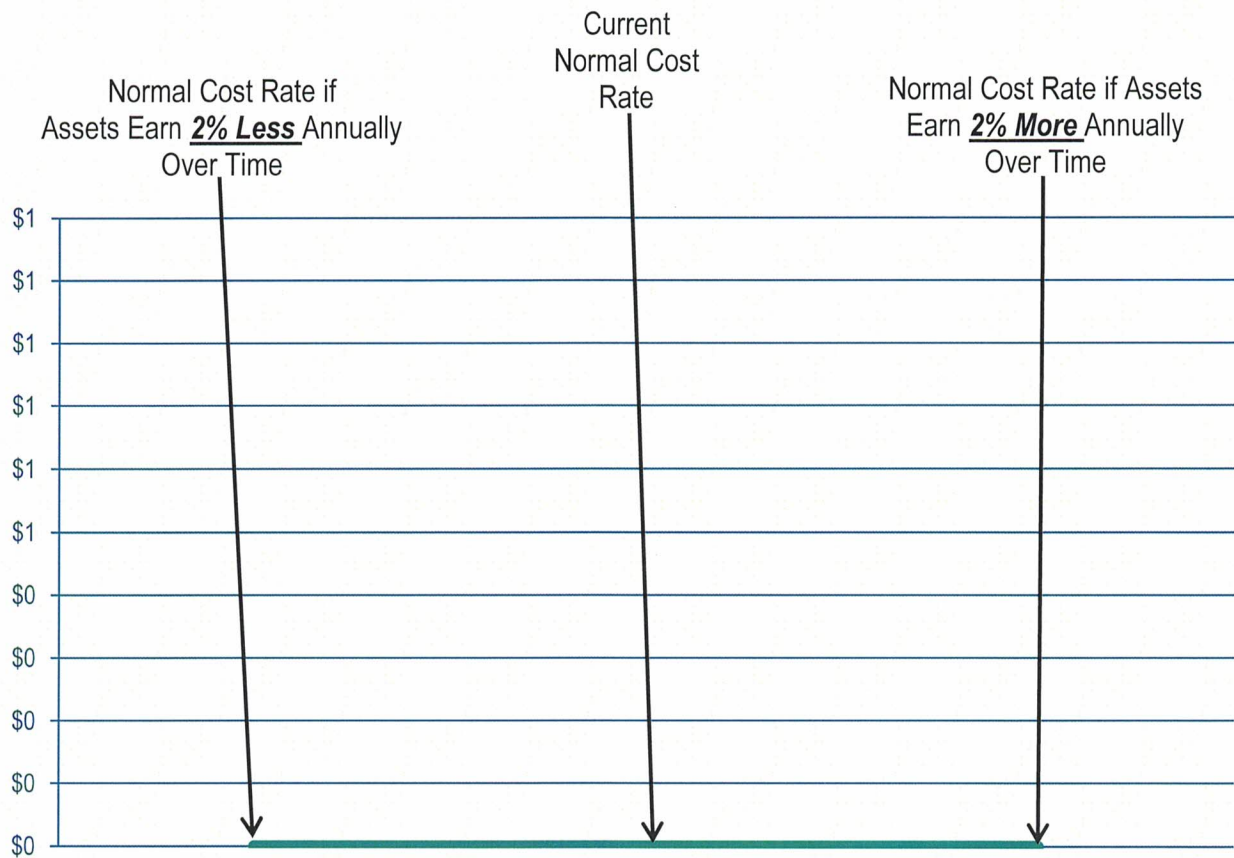
For the 2024/25 Plan Year

Present Value of Future Benefits	\$137,152
Present Value of Future Administrative Expenses	\$27,430
Actuarial Value of Assets	(\$240,531)
Present Value of Future Employee Contributions	\$0
Present Value of Future Normal Costs	\$0
Present Value of Future Life	÷ 7.5459
Normal Cost Rate	\$0
Expected Lives	x 1.0000
Normal Cost	\$0
Adjustment to Reflect an End-of-Year Employer Contribution	\$0
Minimum Required Contribution	\$0



Sensitivity Analysis

Table I-B



The line above illustrates the sensitivity of the normal cost rate to changes in the long-term investment return.



Gain and Loss Analysis

Table I-C

Previous normal cost rate	\$6,944
Increase (decrease) due to investment gains and losses	(\$3,996)
Increase (decrease) due to demographic experience	(\$2,948)
Increase (decrease) due to plan amendments	\$0
Increase (decrease) due to actuarial assumption changes	\$0
Increase (decrease) due to actuarial method changes	\$0
Current normal cost rate	<u>\$0</u>



Present Value of Future Benefits

Table I-D

	Old Assumptions <u>w/o Amendment</u>	Old Assumptions <u>w/ Amendment</u>	New Assumptions <u>w/ Amendment</u>
<i><u>Actively Employed Participants</u></i>			
Retirement benefits	\$0	\$0	\$0
Termination benefits	\$0	\$0	\$0
Disability benefits	\$0	\$0	\$0
Death benefits	\$0	\$0	\$0
Refund of employee contributions	\$0	\$0	\$0
Sub-total	\$0	\$0	\$0
<i><u>Deferred Vested Participants</u></i>			
Retirement benefits	\$0	\$0	\$0
Termination benefits	\$0	\$0	\$0
Disability benefits	\$0	\$0	\$0
Death benefits	\$0	\$0	\$0
Refund of employee contributions	\$0	\$0	\$0
Sub-total	\$0	\$0	\$0
<i><u>Due a Refund of Contributions</u></i>	\$0	\$0	\$0
<i><u>Deferred Beneficiaries</u></i>	\$0	\$0	\$0
<i><u>Retired Participants</u></i>			
Service retirements	\$137,152	\$137,152	\$137,152
Disability retirements	\$0	\$0	\$0
Beneficiaries receiving	\$0	\$0	\$0
DROP participants	\$0	\$0	\$0
Sub-total	\$137,152	\$137,152	\$137,152
<i><u>Grand Total</u></i>	<u>\$137,152</u>	<u>\$137,152</u>	<u>\$137,152</u>
Present Value of Future Payroll	\$0	\$0	\$0
Present Value of Future Employee Contribs.	\$0	\$0	\$0
Present Value of Future Employer Contribs.	\$0	\$0	\$0



Present Value of Accrued Benefits

Table I-E

	Old Assumptions <u>w/o Amendment</u>	Old Assumptions <u>w/ Amendment</u>	New Assumptions <u>w/ Amendment</u>
<u>Actively Employed Participants</u>			
Retirement benefits	\$0	\$0	\$0
Termination benefits	\$0	\$0	\$0
Disability benefits	\$0	\$0	\$0
Death benefits	\$0	\$0	\$0
Refund of employee contributions	\$0	\$0	\$0
Sub-total	\$0	\$0	\$0
<u>Deferred Vested Participants</u>			
Retirement benefits	\$0	\$0	\$0
Termination benefits	\$0	\$0	\$0
Disability benefits	\$0	\$0	\$0
Death benefits	\$0	\$0	\$0
Refund of employee contributions	\$0	\$0	\$0
Sub-total	\$0	\$0	\$0
<u>Due a Refund of Contributions</u>	\$0	\$0	\$0
<u>Deferred Beneficiaries</u>	\$0	\$0	\$0
<u>Retired Participants</u>			
Service retirements	\$137,152	\$137,152	\$137,152
Disability retirements	\$0	\$0	\$0
Beneficiaries receiving	\$0	\$0	\$0
DROP participants	\$0	\$0	\$0
Sub-total	\$137,152	\$137,152	\$137,152
<u>Grand Total</u>	<u>\$137,152</u>	<u>\$137,152</u>	<u>\$137,152</u>
<u>Funded Percentage</u>	175.38%	175.38%	175.38%



Present Value of Vested Benefits

Table I-F

	Old Assumptions <u>w/o Amendment</u>	Old Assumptions <u>w/ Amendment</u>	New Assumptions <u>w/ Amendment</u>
<i><u>Actively Employed Participants</u></i>			
Retirement benefits	\$0	\$0	\$0
Termination benefits	\$0	\$0	\$0
Disability benefits	\$0	\$0	\$0
Death benefits	\$0	\$0	\$0
Refund of employee contributions	\$0	\$0	\$0
Sub-total	\$0	\$0	\$0
<i><u>Deferred Vested Participants</u></i>			
Retirement benefits	\$0	\$0	\$0
Termination benefits	\$0	\$0	\$0
Disability benefits	\$0	\$0	\$0
Death benefits	\$0	\$0	\$0
Refund of employee contributions	\$0	\$0	\$0
Sub-total	\$0	\$0	\$0
<i><u>Due a Refund of Contributions</u></i>	\$0	\$0	\$0
<i><u>Deferred Beneficiaries</u></i>	\$0	\$0	\$0
<i><u>Retired Participants</u></i>			
Service retirements	\$137,152	\$137,152	\$137,152
Disability retirements	\$0	\$0	\$0
Beneficiaries receiving	\$0	\$0	\$0
DROP participants	\$0	\$0	\$0
Sub-total	\$137,152	\$137,152	\$137,152
<i><u>Grand Total</u></i>	<u>\$137,152</u>	<u>\$137,152</u>	<u>\$137,152</u>



Entry Age Normal Accrued Liability

Table I-G

	Old Assumptions <u>w/o Amendment</u>	Old Assumptions <u>w/ Amendment</u>	New Assumptions <u>w/ Amendment</u>
<u>Actively Employed Participants</u>			
Retirement benefits	\$0	\$0	\$0
Termination benefits	\$0	\$0	\$0
Disability benefits	\$0	\$0	\$0
Death benefits	\$0	\$0	\$0
Refund of employee contributions	\$0	\$0	\$0
Sub-total	\$0	\$0	\$0
<u>Deferred Vested Participants</u>			
Retirement benefits	\$0	\$0	\$0
Termination benefits	\$0	\$0	\$0
Disability benefits	\$0	\$0	\$0
Death benefits	\$0	\$0	\$0
Refund of employee contributions	\$0	\$0	\$0
Sub-total	\$0	\$0	\$0
<u>Due a Refund of Contributions</u>	\$0	\$0	\$0
<u>Deferred Beneficiaries</u>	\$0	\$0	\$0
<u>Retired Participants</u>			
Service retirements	\$137,152	\$137,152	\$137,152
Disability retirements	\$0	\$0	\$0
Beneficiaries receiving	\$0	\$0	\$0
DROP participants	\$0	\$0	\$0
Sub-total	\$137,152	\$137,152	\$137,152
<u>Grand Total</u>	<u>\$137,152</u>	<u>\$137,152</u>	<u>\$137,152</u>



Actuarial Value of Assets

Table II-A

Market Value of Assets as of October 1, 2024	\$240,531
Minus advance employer contributions	\$0
Actuarial Value of Assets as of October 1, 2024	<u>\$240,531</u>

Historical Actuarial Value of Assets

October 1, 2015	\$391,547
October 1, 2016	\$358,184
October 1, 2017	\$348,625
October 1, 2018	\$323,262
October 1, 2019	\$293,669
October 1, 2020	\$273,580
October 1, 2021	\$286,556
October 1, 2022	\$221,006
October 1, 2023	\$218,158
October 1, 2024	\$240,531

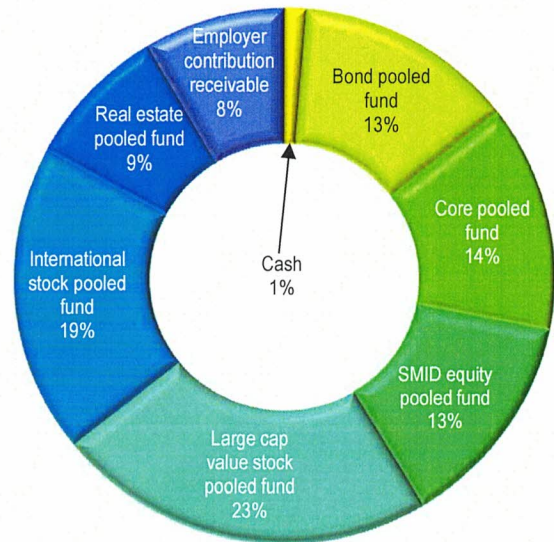


Market Value of Assets

Table II-B

As of October 1, 2024

Market Value of Assets	<u>\$240,531</u>
Cash	\$3,082
Bond pooled fund	\$31,698
Core pooled fund	\$32,798
SMID equity pooled fund	\$31,918
Large cap value stock pooled fund	\$54,811
International stock pooled fund	\$45,125
Real estate pooled fund	\$20,691
Employer contribution receivable	\$20,408

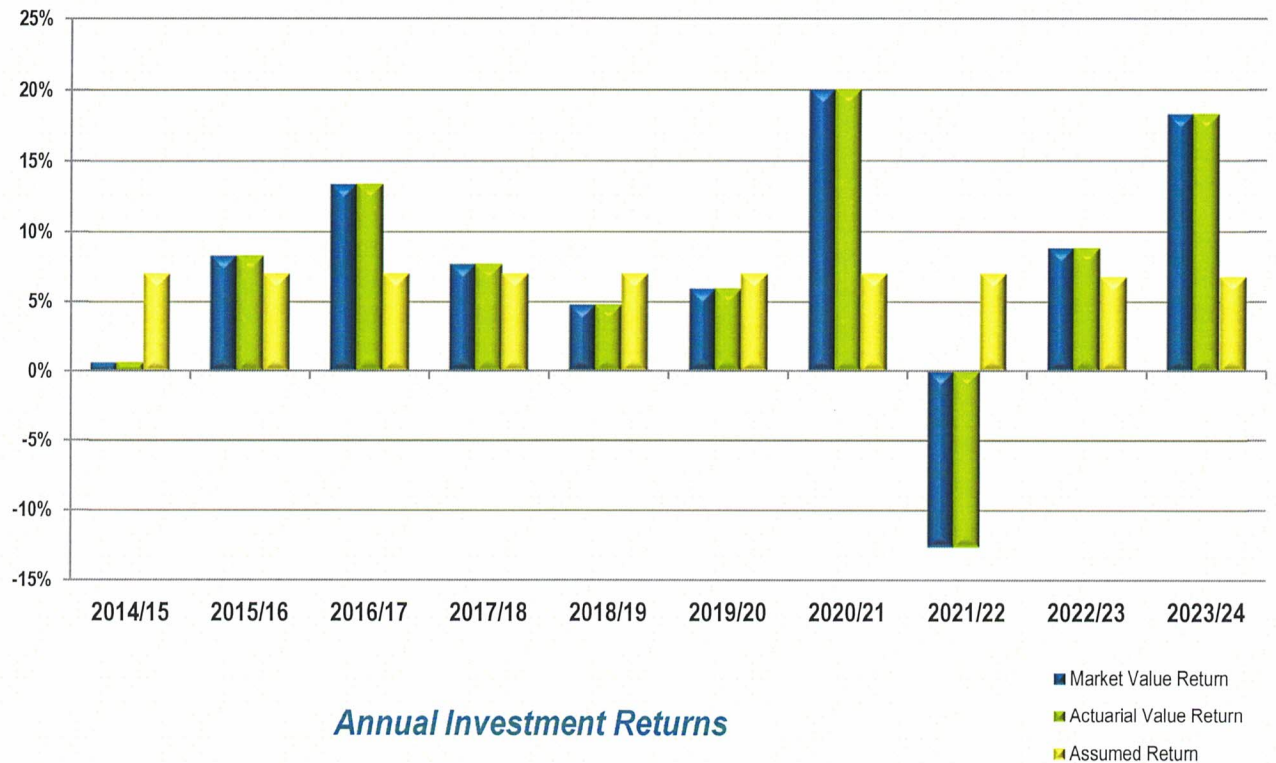
Historical Market Value of Assets

October 1, 2015	\$391,547
October 1, 2016	\$358,184
October 1, 2017	\$348,625
October 1, 2018	\$323,262
October 1, 2019	\$293,669
October 1, 2020	\$273,580
October 1, 2021	\$286,556
October 1, 2022	\$221,006
October 1, 2023	\$218,158
October 1, 2024	\$240,531



Investment Return

Table II-C

*Annual Investment Returns*

Plan Year	Market Value Return	Actuarial Value Return	Assumed Return
2014/15	0.62%	0.62%	7.00%
2015/16	8.29%	8.29%	7.00%
2016/17	13.43%	13.43%	7.00%
2017/18	7.69%	7.69%	7.00%
2018/19	4.78%	4.78%	7.00%
2019/20	5.92%	5.92%	7.00%
2020/21	20.05%	20.05%	7.00%
2021/22	-12.61%	-12.61%	7.00%
2022/23	8.84%	8.84%	6.75%
2023/24	18.28%	18.28%	6.75%
10yr. Avg.	7.15%	7.15%	6.95%



Asset Reconciliation

Table II-D

	<u>Market Value</u>	<u>Actuarial Value</u>
As of October 1, 2022	\$221,006	\$221,006
<i>Increases Due To:</i>		
Employer Contributions	\$14,826	\$14,826
Total Contributions	<u>\$14,826</u>	<u>\$14,826</u>
Interest and Dividends	\$0	
Realized Gains (Losses)	\$0	
Unrealized Gains (Losses)	<u>\$57,002</u>	
Total Investment Income	\$57,002	\$57,002
Other Income	\$0	
Total Income	<u>\$71,828</u>	<u>\$71,828</u>
<i>Decreases Due To:</i>		
Monthly Benefit Payments	(\$49,442)	(\$49,442)
Total Benefit Payments	<u>(\$49,442)</u>	<u>(\$49,442)</u>
Investment Expenses	\$0	
Administrative Expenses	(\$2,861)	(\$2,861)
Advance Employer Contribution		\$0
Total Expenses	<u>(\$52,303)</u>	<u>(\$52,303)</u>
As of October 1, 2024	<u><u>\$240,531</u></u>	<u><u>\$240,531</u></u>



Historical Trust Fund Detail

Table II-E

Income

<u>Plan</u>	<u>Employer</u>		Realized	Unrealized	
<u>Year</u>	<u>Contribs.</u>	<u>Interest /</u>	<u>Gains /</u>	<u>Gains /</u>	<u>Other</u>
		<u>Dividends</u>	<u>Losses</u>	<u>Losses</u>	<u>Income</u>
2014/15	\$0	\$0	\$0	\$2,613	\$0
2015/16	\$0	\$0	\$0	\$29,829	\$0
2016/17	\$8,767	\$0	\$0	\$44,469	\$0
2017/18	\$8,767	\$0	\$0	\$24,889	\$0
2018/19	\$11,018	\$0	\$0	\$14,396	\$0
2019/20	\$11,018	\$0	\$0	\$16,320	\$0
2020/21	\$5,582	\$0	\$0	\$51,034	\$0
2021/22	\$5,582	\$0	\$0	-\$34,153	\$0
2022/23	\$7,413	\$0	\$0	\$18,592	\$0
2023/24	\$7,413	\$0	\$0	\$38,410	\$0

Expenses

<u>Plan</u>	<u>Monthly</u>		
<u>Year</u>	<u>Benefit</u>	<u>Admin.</u>	<u>Invest.</u>
	<u>Payments</u>	<u>Expenses</u>	<u>Expenses</u>
2014/15	\$63,484	\$6,508	\$0
2015/16	\$61,435	\$1,757	\$0
2016/17	\$57,338	\$5,457	\$0
2017/18	\$57,338	\$1,681	\$0
2018/19	\$53,410	\$1,597	\$0
2019/20	\$42,156	\$5,271	\$0
2020/21	\$38,315	\$5,325	\$0
2021/22	\$35,443	\$1,536	\$0
2022/23	\$27,416	\$1,437	\$0
2023/24	\$22,026	\$1,424	\$0

Other Actuarial Adjustments

Advance
Employer
Contribs.

2014/15	\$0
2015/16	\$0
2016/17	\$0
2017/18	\$0
2018/19	\$0
2019/20	\$0
2020/21	\$0
2021/22	\$0
2022/23	\$0
2023/24	\$0

Note: Information was not available to separate the investment expenses from the investment income nor was information available to separate the investment income by source.



Other Reconciliations

Table II-F

Advance Employer Contribution

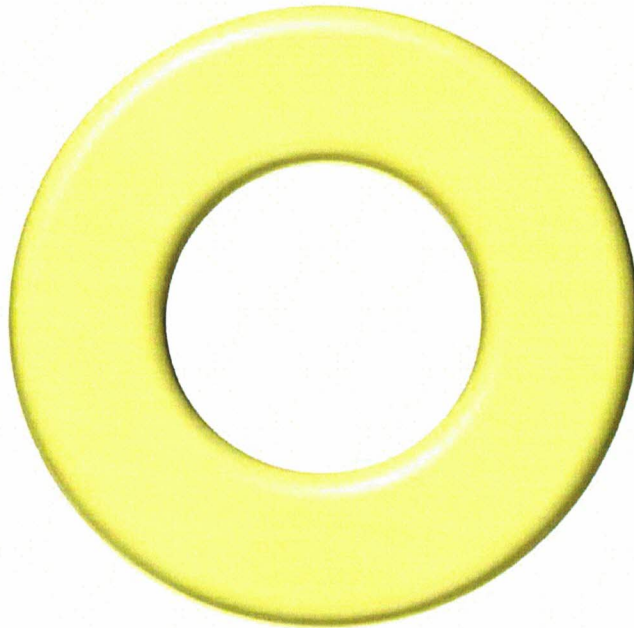
Advance Employer Contribution as of October 1, 2022	\$0
Additional Employer Contribution	\$7,413
Minimum Required Contribution	(\$7,413)
Net Increase in Advance Employer Contribution	\$0
Advance Employer Contribution as of October 1, 2023	\$0
Additional Employer Contribution	\$7,413
Minimum Required Contribution	(\$7,413)
Net Increase in Advance Employer Contribution	\$0
Advance Employer Contribution as of October 1, 2024	\$0



Summary of Participant Data

Table III-A

As of October 1, 2024

*Participant Distribution by Status*Actively Employed Participants

◆ Active Participants	0
◆ DROP Participants	0

Inactive Participants

◆ Deferred Vested Participants	0
◆ Due a Refund of Contributions	0
◆ Deferred Beneficiaries	0

Participants Receiving a Benefit

◆ Service Retirements	1
◆ Disability Retirements	0
◆ Beneficiaries Receiving	0

Total Participants 1Number of Participants Included in Prior Valuations

	<i>Active</i>	<i>DROP</i>	<i>Inactive</i>	<i>Retired</i>	<i>Total</i>
October 1, 2015	N/A	N/A	N/A	N/A	N/A
October 1, 2016	0	0	0	7	7
October 1, 2017	N/A	N/A	N/A	N/A	N/A
October 1, 2018	0	0	0	7	7
October 1, 2019	N/A	N/A	N/A	N/A	N/A
October 1, 2020	0	0	0	4	4
October 1, 2021	N/A	N/A	N/A	N/A	N/A
October 1, 2022	0	0	0	3	3
October 1, 2023	N/A	N/A	N/A	N/A	N/A
October 1, 2024	0	0	0	1	1



Data Reconciliation

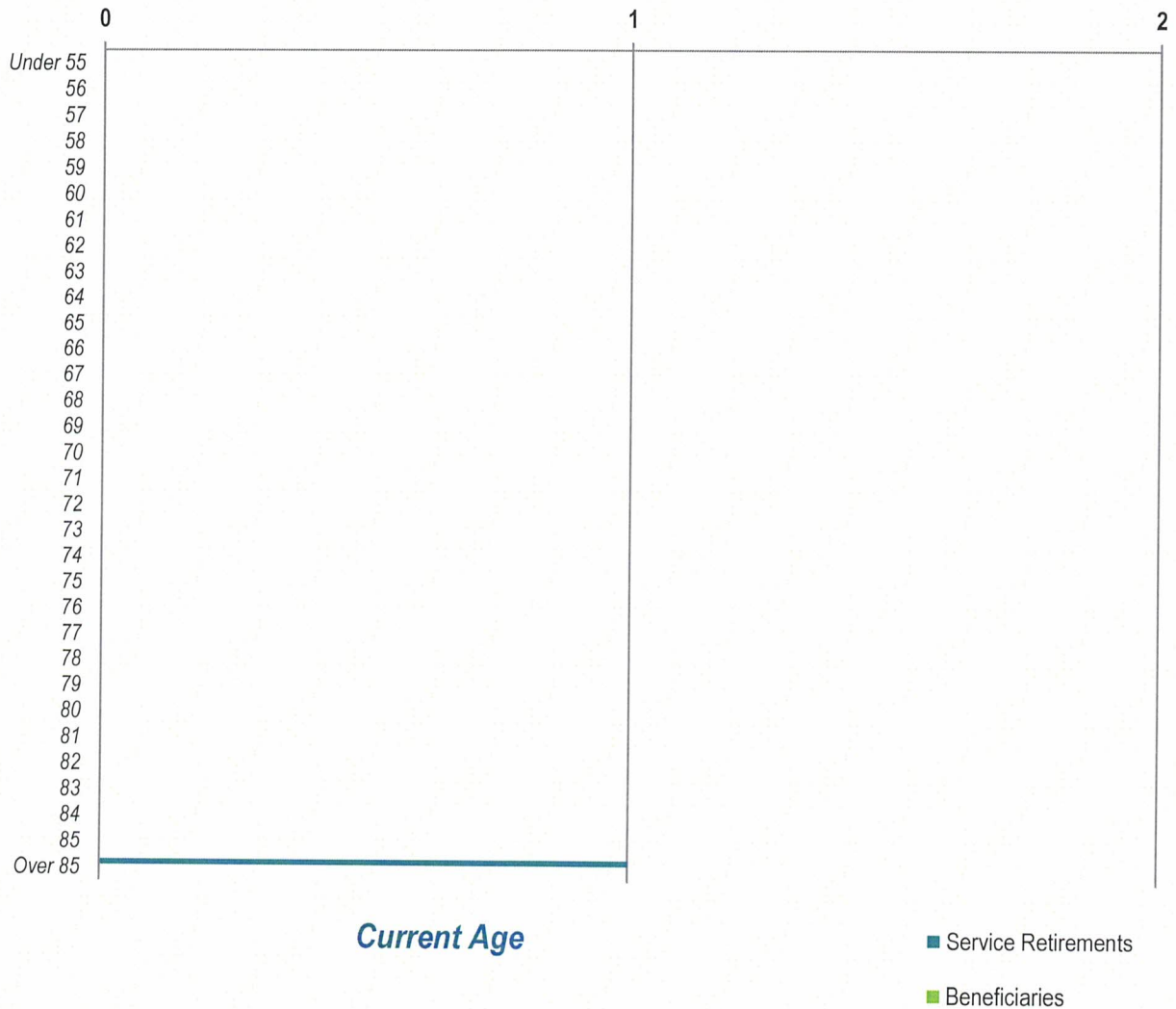
Table III-B

	<u>Active</u>	<u>DROP</u>	<u>Deferred Vested</u>	<u>Due a Refund</u>	<u>Def. Benef.</u>	<u>Service Retiree</u>	<u>Disabled Retiree</u>	<u>Benef. Rec'v.</u>	<u>Total</u>
<u>October 1, 2022</u>	0	0	0	0	0	2	0	1	3
<u>Change in Status</u>									
Re-employed									
Terminated									
Retired									
<u>Participation Ended</u>									
Transferred Out									
Cashed Out									
Died						(1)		(1)	(2)
<u>Participation Began</u>									
Newly Hired									
Transferred In									
New Beneficiary									
<u>Other Adjustment</u>									
<u>October 1, 2024</u>	0	0	0	0	0	1	0	0	1



Inactive Participant Data

Table III-C

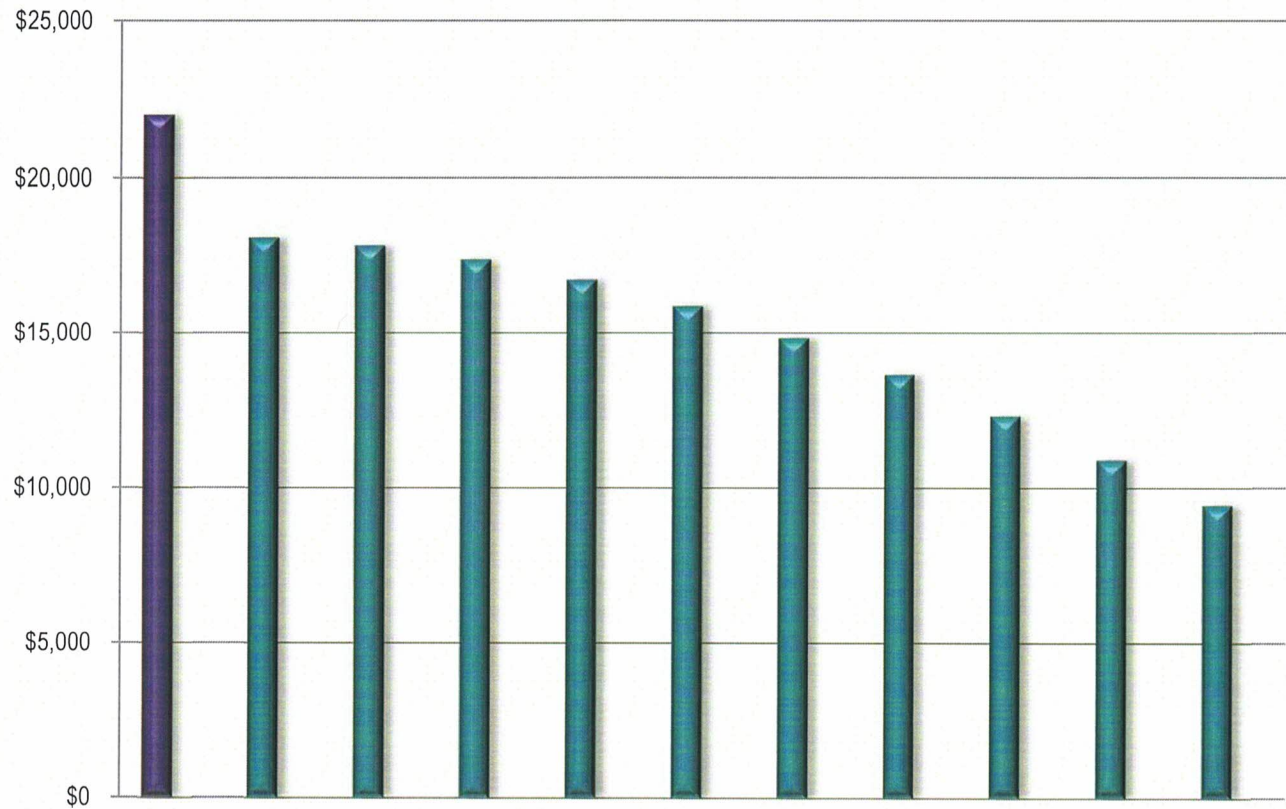
Average Monthly Benefit

Service Retirements	\$1,514.64
Disability Retirements	<i>Not applicable</i>
Beneficiaries Receiving	<i>Not applicable</i>
DROP Participants	<i>Not applicable</i>
Deferred Vested Participants	<i>Not applicable</i>
Deferred Beneficiaries	<i>Not applicable</i>



Projected Benefit Payments

Table III-D

Actual

For the period October 1, 2023 through September 30, 2024

\$22,026

Projected

For the period October 1, 2024 through September 30, 2025

\$18,093

For the period October 1, 2025 through September 30, 2026

\$17,833

For the period October 1, 2026 through September 30, 2027

\$17,381

For the period October 1, 2027 through September 30, 2028

\$16,729

For the period October 1, 2028 through September 30, 2029

\$15,877

For the period October 1, 2029 through September 30, 2030

\$14,833

For the period October 1, 2030 through September 30, 2031

\$13,627

For the period October 1, 2031 through September 30, 2032

\$12,293

For the period October 1, 2032 through September 30, 2033

\$10,882

For the period October 1, 2033 through September 30, 2034

\$9,450



Summary of Actuarial Methods and Assumptions

Table IV-A

NOTE: The following assumptions and methods have been selected and approved by the Board of Trustees based in part on the advice of the plan's enrolled actuary in accordance with the authority granted to the Board under the pension ordinances and State law.

1. Actuarial Cost Method

Aggregate cost method. Under this actuarial cost method, a funding cost is developed for the plan as a level dollar amount per individual. The level dollar amount is calculated as the excess of the total future benefit liability over accumulated assets and future employee contributions, with this excess spread over the life expectancy for current retired participants and their beneficiaries. The normal cost is equal to the level dollar amount multiplied by the total life expectancy for retired participants and their beneficiaries solely during the year immediately following the valuation date. The actuarial accrued liability is equal to the accumulated assets. Therefore, under the aggregate cost method, no unfunded accrued liability is developed.

2. Asset Method

The actuarial value of assets is equal to the market value of assets.

3. Interest (or Discount) Rate

6.75% per annum

4. Decrements

- Post-retirement mortality: Sex-distinct rates set forth in the PUB-2010 Headcount-Weighted Below Median Healthy Retiree Mortality Table for general employees, with full generational improvements in mortality using Scale MP-2018 and with male ages set back one year

5. Expenses

The total projected benefit liability has been loaded by 20.00% to account for anticipated administrative expenses. In addition, the interest rate set forth in item 3. above is assumed to be net of investment expenses and commissions.



Changes in Actuarial Methods and Assumptions

Table IV-B

No assumptions or methods were changed since the completion of the previous valuation.

The following additional assumption and method changes were made during the past 10 years:

- (1) Effective October 1, 2022, the assumed interest (or discount) rate was decreased from 7.00% per annum to 6.75% per annum.*
- (2) Effective October 1, 2022, the administrative expense loading was increased from 15.00% of the projected benefit liability to 20.00% of the projected benefit liability.*
- (3) Effective October 1, 2020, the mortality basis was changed from the RP-2000 Combined Mortality Table with generational improvements in mortality using Scale BB to selected PUB-2010 Mortality Tables with generational improvements in mortality using Scale MP-2018.*
- (4) Effective October 1, 2020, the administrative expense loading was increased from 5.00% of the projected benefit liability to 15.00% of the projected benefit liability.*
- (5) Effective October 1, 2016, the mortality basis was changed from a 2015 projection of the RP-2000 Mortality Table for annuitants to a full generational projection using Scale BB of the RP-2000 Combined Mortality Table as required by State law.*
- (6) Effective October 1, 2014, the assumed interest (or discount) rate was reduced from 7.50% per annum to 7.00% per annum.*
- (7) Effective October 1, 2014, the mortality basis was updated from a 2007 projection of the RP-2000 Mortality Table to a 2015 projection of the RP-2000 Mortality Table.*





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, February 11, 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 of \$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. Contract	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 the vacated Park Way Street right-of-way 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 - Described as Parcel A)

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: A portion of the above tax parcel.

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 PPLC

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 \$ 10,000.00

(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..... \$ 45,000.00

(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 February 10, 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 or before April 11, 2025 ("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) Subject to all matters of record, except mortgages and monetary liens., 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 _____ 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 _____ 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: All other closing costs and \$5,000 paid to Seller at Closing for Seller's attorneys' fees and costs

~~(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: _____

(1) This contract is contingent upon approval by the City of Clermont City Council which must occur on or before February 28, 2025 or this contract may be terminated by the Seller. (2) Buyer shall pay all closing costs. (3) In addition to the Purchase Price, at Closing Buyer shall pay Seller \$5,000 for Seller's attorneys' fees and other expenses incurred as the result of evaluating the City's unauthorized, mislocated drainage improvements on the subject property that resulted in this Contract, negotiating and drafting this Contract, reviewing and commenting on closing documents and lot line boundary adjustment documents. (4) Except for the warranty of title under a special warranty deed, the Seller makes no implied or expressed warranties or representations concerning the subject property and the Buyer takes the subject property "as-Is". (5) Buyer recognizes that its acquisition of the subject property (Parcel A) will result in the remaining Parcel B and Parcel C (see attached Lot Sketch) owned by Seller becoming non-buildable without a lot line readjustment approval from the City of Clermont City Council. On or before March 28, 2025, the Buyer, at Buyer's expense, must obtain lot line readjustment and variances (if needed) approvals from the City Council in order to make Parcel B and Parcel C conforming lots and buildable for standard single-family residential dwellings pursuant to the Land Development Code and Florida Building Code and provide Seller with a written development order evidencing the same ("Development Order Contingency"). If the Development Order Contingency is not timely met, Seller may terminate this Contract. (6) If any of the contingencies of Closing are not met due to the Buyer's acts or omissions, the Seller may terminate this Contract and receive the \$10,000 Deposit funds as liquidated damages without waiving any other claims Seller has concerning Buyer's unauthorized, mislocated drainage improvements being located on the subject property.

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.]

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is 7 of 8 pages.

VAC-14xxx Rev 8/24

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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 ***City of Clermont***

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:** _____

LEGACY HOMES LLC

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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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

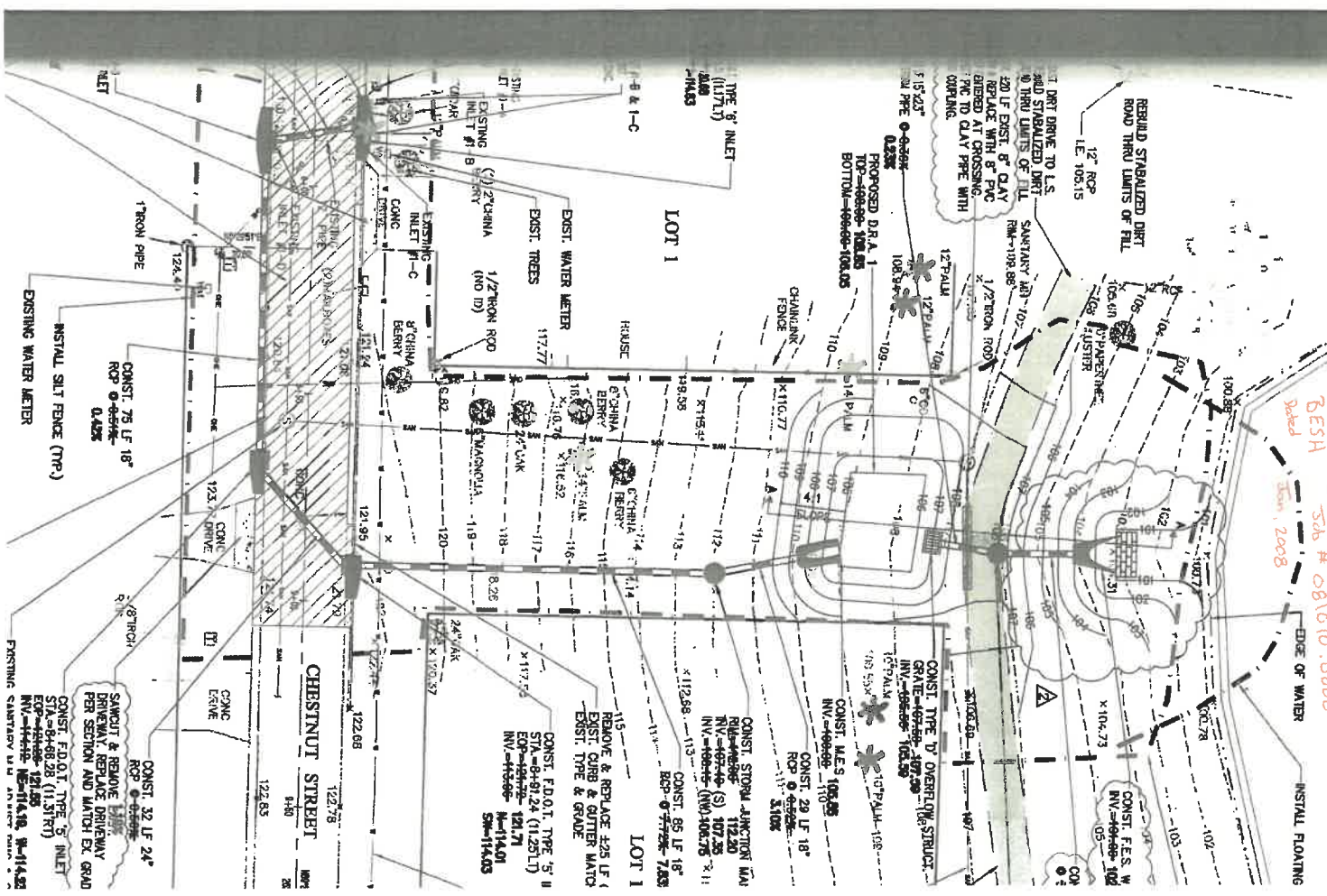
Don E. Smith
Mayor Don E. Smith

RECORDED
VERIFIED
LAKE COUNTY, FL

MAY 7 12 47 PM 1969

CLERK

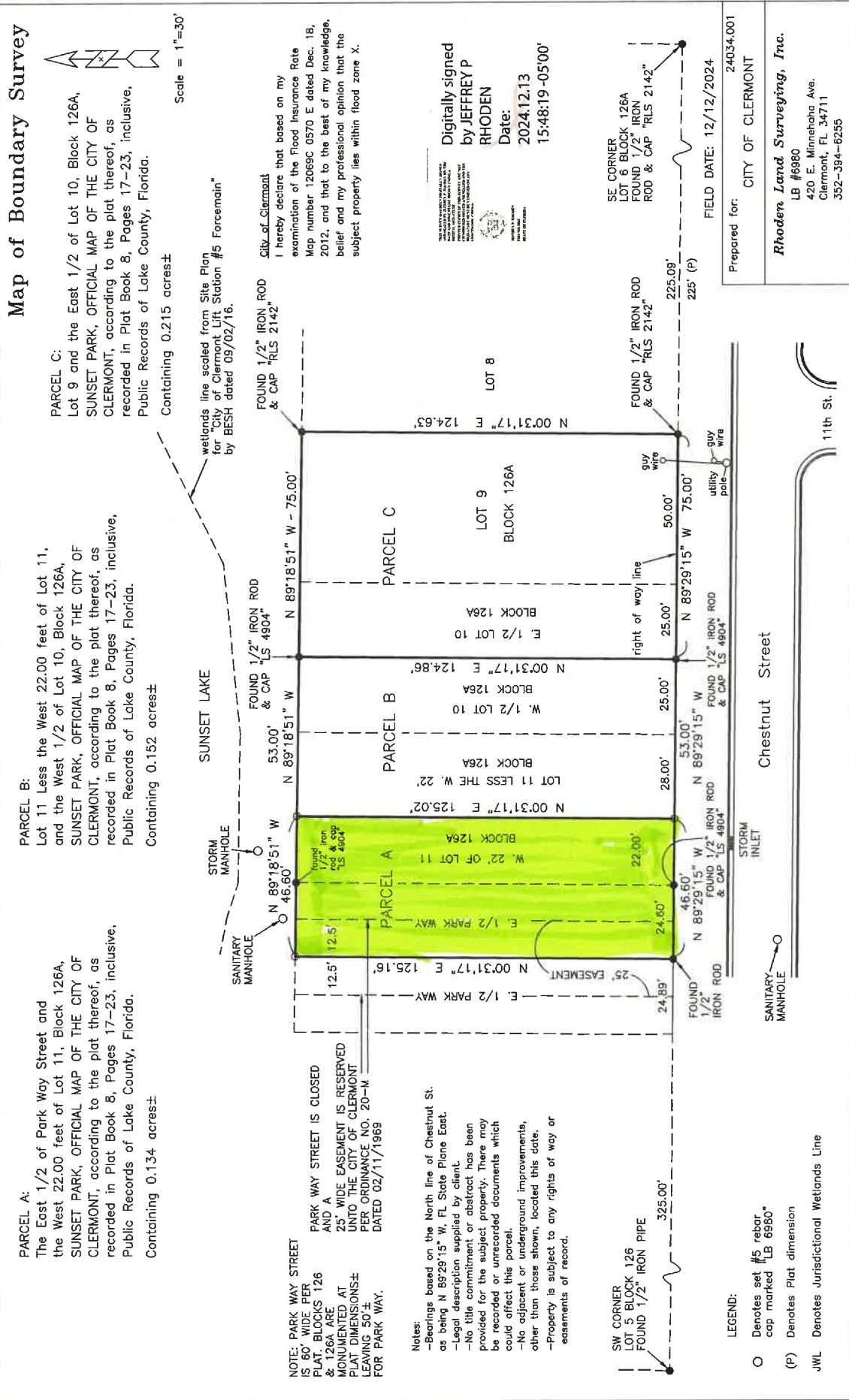
BESH
Sub # 081010.0000
Dated Jan. 2008



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

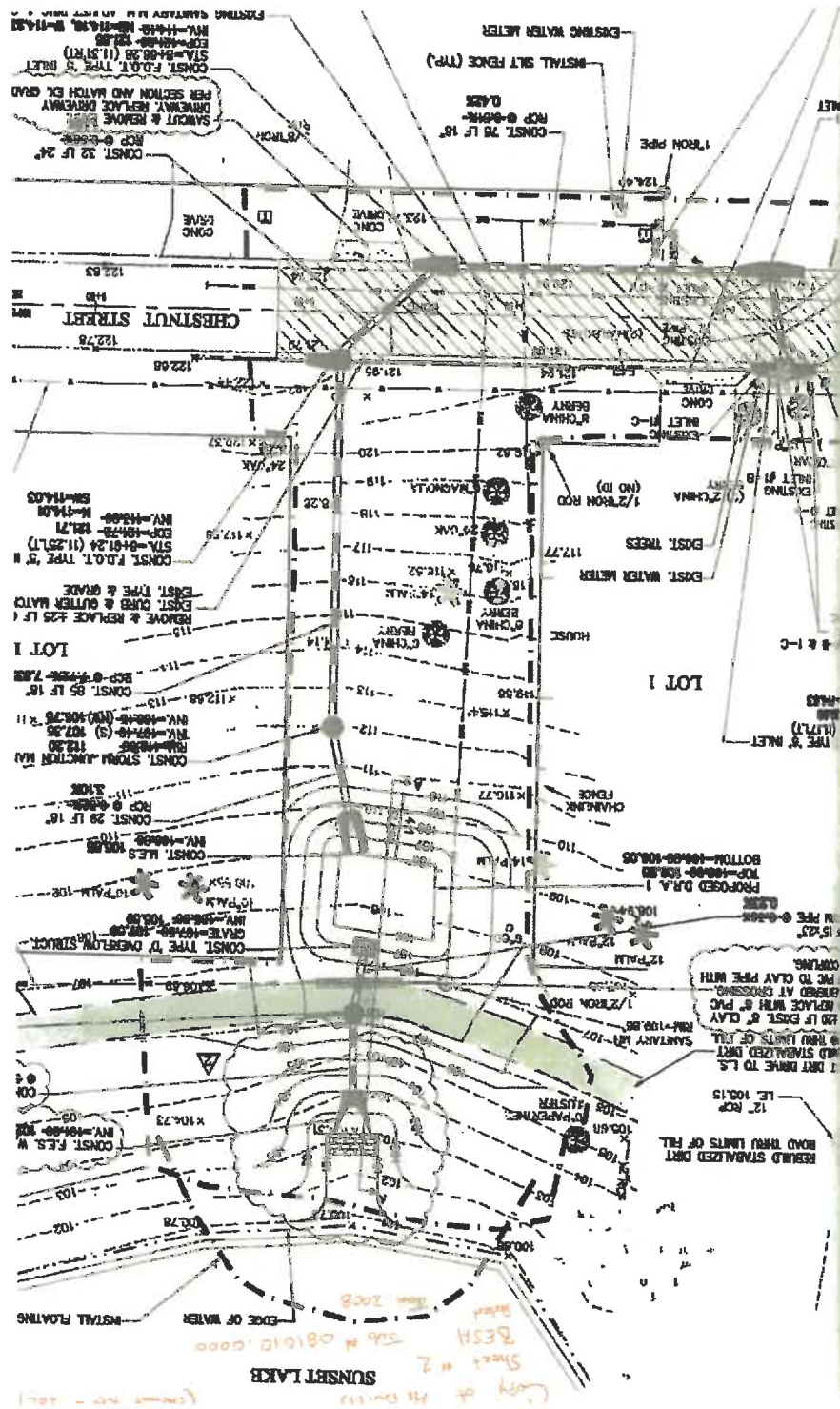
ITEM NO.	DESCRIPTION	QUANTITY	UM	UNIT PRICE	TOTAL
1	General Conditions (Survey, Bond, Mobilization)	1.00	LS	\$9,000.00	\$9,000.00
2	Erosion Control	1.00	LS	\$3,500.00	\$3,500.00
3	Site Regrading / Dewatering	1.00	LS	\$29,500.00	\$29,500.00
4	18" ADS Pipe / Connect to Existing Inlet	140.00	LF	\$140.00	\$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:

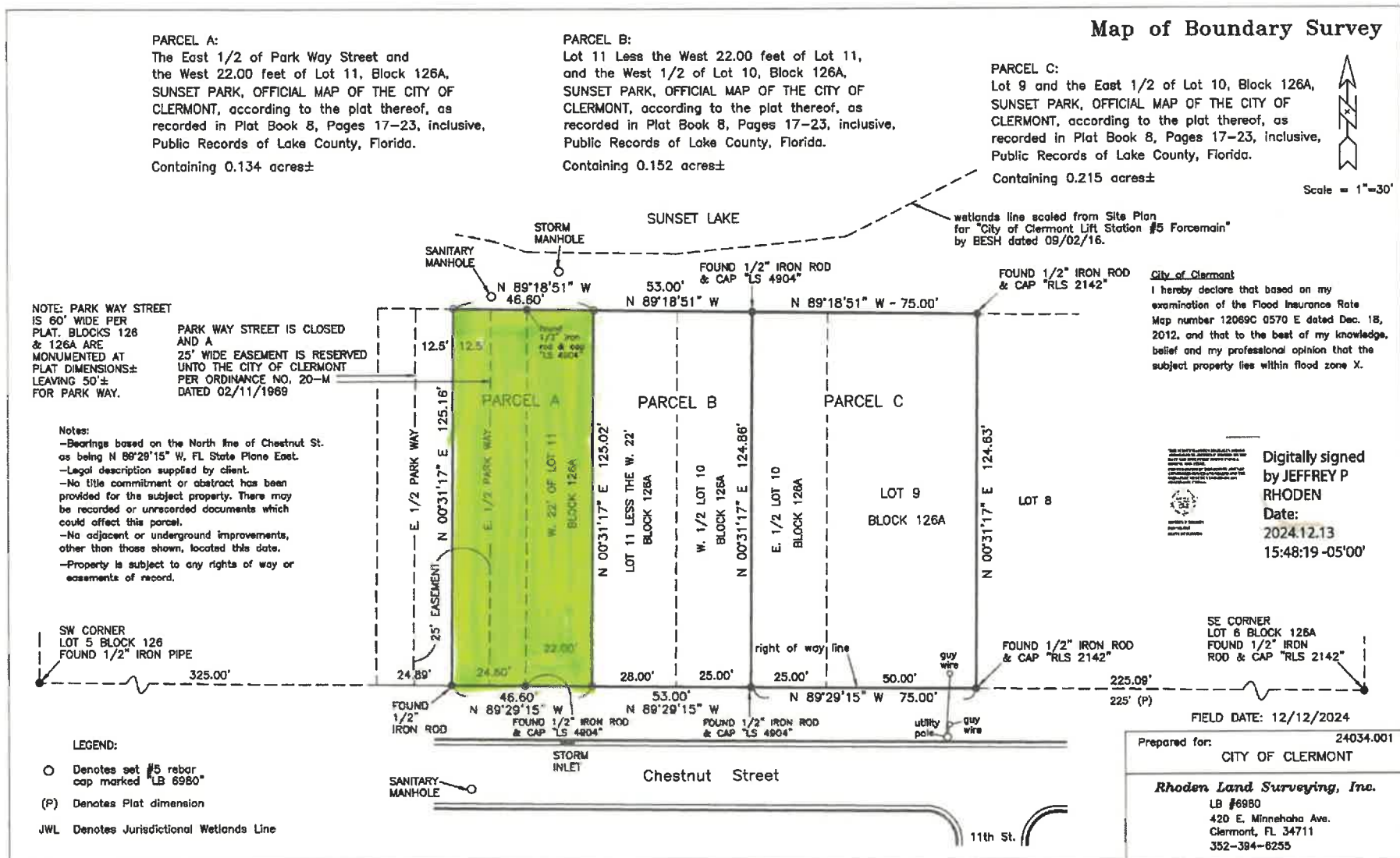
Relocate One (1) drainage structure, install 140 LF of 18" ADS Pipe, One (1) Manhole), Tie to Existing Inlet Structure. Pricing includes erosion control, removal of exisiting pipe and structures, grading and placement of sod, per drawing provided by the City of Clermont.

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

Date: 11/18/2024

Project: Lake Winona 12A Basin Drainage Project

Pricing for Scope of Work

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SUBMITTED BY: David Borchert



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 11, 2025		
Agenda Item Name		
Resolution No. 2024-040R <i>Conduct of meetings</i>		
Requested Action		
Staff Report		
At the January 21, 2025, City Council Workshop, there was a consensus by Council to update the resolution with the following amendments: • Change the Council Meeting times to be held earlier, with one in the afternoon and one in the evening. Proposed 3:00 pm on the first Tuesday of the month and 5:30pm on the fourth Tuesday of the month. • Publish the agenda to the Council on the Wednesday and the public on the Thursday before any regular meeting. • Updated language regarding Council members placing items on an agenda from "may place an item" to "will have an item placed." • Add language to state that the City Manager may delay an agenda item "by no more than one council meeting" to provide for appropriate staff review. • Update workshops to be held on the first and third Tuesdays as needed. • Update language under Conduct with City staff to mimic language in the City Charter.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2024-040R - Rules of Conduct Council (01.30.2025) 2024-040R - Rules of Conduct Council (01.30.2025).pdf		



CITY OF CLERMONT
RESOLUTION NO. 2024-040R

A RESOLUTION OF THE CITY OF CLERMONT, FLORIDA, ADOPTING THE CITY OF CLERMONT RULES OF CONDUCT RELATED TO THE CONDUCT OF MEETINGS; THE PUBLIC’S RIGHT TO PARTICIPATE; AND THE ACTIVITIES AND PARTICIPATION OF COUNCIL MEMBERS, APPOINTED BOARD MEMBERS, STAFF AND THE PUBLIC; REPEALING RESOLUTION 2024-007R; PROVIDING FOR CONFLICT, SEVERABILITY, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERRORS, AND AN EFFECTIVE DATE.

WHEREAS, Chapter 166, Florida Statutes, authorized municipalities to adopt ordinances and resolutions in the exercise of its municipal powers; and

WHEREAS, the City Council repeal the above-stated Resolution and replace it in its entirety with this Resolution.

NOW, THEREFORE, BE IT RESOLVED, that the City of Clermont does hereby amend the rules of conduct as follows:

SECTION 1: RECITALS

The above recitals are true and correct, are adopted and incorporated herein, and constitute the legislative findings and legislative intent of the City Council of the City of Clermont.

SECTION 2:

The Rules of Conduct are to read as follows:

Section 1. In general.

In addition to all requirements imposed in the City Charter, the City Code, and applicable Federal and State law, the provisions herein shall govern the Conduct of the City Council. It is declared to be the intent of the City Council that, if any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction or is in conflict with any portion of the City Charter, the City Code, Federal or State Law, such portion shall be of no effect and shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

Section 2.

There are hereby adopted the following Rules of Conduct for the City Council and; where applicable, appointed board members, staff, and members of the public. The rules adopted herein shall be known as the City of Clermont Rules of Conduct and shall be followed and adhered to as applicable to all members of the City Council, City appointed boards and committees, city staff, and the general public.



CITY OF CLERMONT
RESOLUTION NO. 2024-040R

CITY OF CLERMONT RULES OF CONDUCT

A. General

All members of the City Council, including the Mayor and Mayor Pro Tem, have equal votes. No Council Member has more power than any other Council Member, and all should be treated with equal respect.

All Council Members and members of appointed boards and commissions should:

- a.* Fully participate in applicable meetings and other duly advertised public meetings while demonstrating dignity, respect, kindness, consideration, and courtesy to all.
- b.* Prepare in advance of meetings and be familiar with issues on the agenda. Address clarifications prior to meeting with applicable staff.
- c.* Be respectful of other people's time. Stay focused and act efficiently during meetings.
- d.* Serve as a model of leadership and civility to the community.
- e.* Council Members should inspire public confidence in Clermont's city government and its employees.
- f.* Council Members shall provide contact information with the City Clerk in case of an emergency or an urgent situation arises while the Council Member is otherwise not available.
- g.* Demonstrate honesty and integrity in every action and statement.
- h.* Follow Federal, State and Municipal Laws guiding public officials; including, but not limited to, the State of Florida Code of Ethics for Public Officers and Employees, the Honest Services Act, Florida's Sunshine and Public Records Law, this Resolution, and any other policies that may be adopted by a majority vote of the City Council.

B. Policies and Protocol Related to Conduct

1. Ceremonial events.

The City Charter designates the Mayor to represent the City at all official functions and events. If the Mayor is unavailable, then the Mayor Pro Tem shall attend, in the event neither is available, City staff will determine if the event organizers would like another representative from the Council.



CITY OF CLERMONT
RESOLUTION NO. 2024-040R

2. Correspondence signatures.

Council Members do not need to acknowledge the receipt of correspondence, or copies of correspondence, during Council meetings; with the exception of zoning ex parte contact. City staff will prepare official letters, as may be appropriate, in response to public inquiries and concerns. These letters will carry the signature of the Mayor or the appropriate City staff.

3. Endorsements of candidates.

Council, board, and commission members have the right to endorse candidates for all Council seats or other elected offices. It is inappropriate to mention endorsements during official City meetings or functions.

4. Intergovernmental relations.

Generally, City Charter Section 6 designates the Mayor to represent the City in intergovernmental relationships; with the exception of designated liaisons. The Council values intergovernmental relations with neighboring communities and other entities. As a result, Council Members should make a concerted effort to attend scheduled meetings with other entities to further promote intergovernmental relations.

5. Legislative process.

The City generally follows Roberts Rule of Order for meeting management, provided; however, that Roberts Rule of Order shall not be used to prevent the full and complete discussion or consideration of any final action item by the City Council.

6. Travel expenses.

Council Members may receive reimbursement of actual expenses while performing their official duties. All travel shall be approved by the City Council and may include attendance at conferences, seminars, and training sessions on behalf of the City. The City shall pay reasonable expenses for registration fees, lodging, meals, transportation, and allowable miscellaneous expenses for the Council Member only. Each Council Member shall be responsible for the expenses of their spouse or others travelling with the Council Member. All travel expenses will be handled in the same manner and consistent with the provisions of state law and the City's adopted travel policies.

C. Public Meeting and Hearing Protocol and Conduct

1. Council Meeting and Agenda.

The Council shall meet regularly at least once in every month and at other times as the Council may prescribe. Except as may otherwise be directed by the Council, all regular and special meetings shall be held in the Council Chambers at ~~6:30~~ **3:00 o'clock P.M on the second Tuesday of the month and 5:30 o'clock P.M on the fourth Tuesday of the month** unless otherwise decided by vote of the Council. As of the close of business on the **Wednesday** before any regular meeting



CITY OF CLERMONT
RESOLUTION NO. 2024-040R

the City Clerk, under the direction of the City Manager, shall publish an Agenda **to Council Members** for each regular meeting in substantially the same format as set forth in Exhibit A attached hereto and incorporated herein. **An Agenda will be published to the public on the Thursday before any regular meeting.**

A. Agenda Items Submitted by the Council

Individual Councilmembers ~~may place an item~~ **will have an item placed** on the agenda by submitting a written request to the City Manager on the prescribed agenda-item form, doing so prior to the agenda deadline.

B. Agenda Items Submitted by the Public

A member of the public may raise an issue in a regularly-scheduled City Council meeting during the time provided for "public comment", and seek Council support to bring forward their item at a future regular meeting. A majority vote of the Council is required to add an item to a future agenda or the council may vote to place the item on a future council workshop for discussion. Authorization or inclusion on an agenda does not indicate support. If the council votes to place an item on a future agenda or workshop, the person requesting the item must then:

- a. Complete an agenda request form and submit it to the City Manager's office. At a minimum the agenda request shall include the specific requested action from the City Council. The City Manager will determine what date the item will be placed on a future agenda/workshop.
- b. The item would be referenced on the agenda as "Citizen Request", and the requester would speak during that part of the agenda.
- c. Requesters are required to provide any documentation they wish to present to the City Council with the agenda request form.
- d. The citizen request shall be limited to 15 minutes; after which the Council may by majority vote agree to extend the time limit by an additional ten (10) minutes.

C. Agenda Review and Approval

Prior to the public release of the agenda, the City Manager shall review and authorize approval. Items placed on an agenda by a Councilmember or member of the public may not be modified or removed from the agenda except for the following reasons:

- a. The submitting requester wants the item postponed or withdrawn;
- b. The City Manager may delay an agenda item **by no more than one council meeting** to provide for appropriate staff review;
- c. The City Attorney may reject agenda items if the matter is judged to be prejudicial to the best legal interest of the City;



CITY OF CLERMONT
RESOLUTION NO. 2024-040R

Upon approval by the City Manager, the City Clerk, or their designee, shall notify the Council that the agenda has been published and is available for review. If any member is in need of a paper packet it shall be distributed by the City Manager's Office prior to the publication of the agenda, unless otherwise authorized.

D. Workshop Meetings

Workshop meetings of the City Council shall be held as needed on the **first and** third Tuesday of each month at such time and place as set by Council or the City Manager. Every effort will be made to avoid the scheduling of workshops in the months of November and December and during budget review months. Workshops may also be scheduled at other times as determined necessary by the City Council.

2. Conduct of Council and Appointed Board and Commission Members.

The Mayor or presiding officer of any appointed board or committee has the responsibility to open and run an efficient public meeting and has the discretion to modify the public hearing or meeting process in order to make the meeting run smoothly. With the exception of asking relevant questions, Council or board members should withhold comment during the public hearing portion of the meeting until the conclusion of the public's portion of the hearing. Council or board members should refrain from arguing or debating with the public during a public hearing and shall always show respect for different points of view.

3. Public's Right to be Heard.

Members of the public shall be given a reasonable opportunity to be heard on a proposition before the City Council or any appointed City board or commission. The opportunity to be heard need not occur at the same meeting at which the Council, board, or commission takes official action on the proposition if the opportunity occurs at a meeting that is during the decision making process and is within reasonable proximity in time before the meeting at which the Council, board, or commission takes the official action. This section does not prohibit the presiding officer of the Council, board, or commission from maintaining orderly conduct or proper decorum in a public meeting.

4. Rules Related to the Public's Right to be Heard.

In addition to any other reasonable restrictions that may be imposed by the Mayor or presiding member of the Council, board, or commission to ensure decorum, good conduct and efficiency, the following shall apply to all public meetings:

- a. Prior to the consideration of any action items contained on the Consent Agenda portion of the agenda, if applicable, the Mayor or presiding member shall publicly read a notice substantially advising the public of the following:



CITY OF CLERMONT
RESOLUTION NO. 2024-040R

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.

- b. Each speaker will be permitted three (3) minutes to address the Council, board, or commission. These time limits may be extended by the Mayor, presiding officer or by an affirmative majority vote of the Council.
- c. The official time shall be kept by the City Clerk, their designee, or the committee recording secretary.

5. Exemptions.

The requirements in Section C 4 above do not apply to:

- a. An official act that must be taken to deal with an emergency situation affecting the public health, welfare, or safety, if compliance with the requirements would cause an unreasonable delay in the ability of the Council, board, or commission to act;
- b. An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;
- c. A meeting that is exempt from Florida Statute Section 286.011; or
- d. A meeting during which the Council, board, or commission is acting in a quasi-judicial capacity. This paragraph does not affect the right of a person to be heard as otherwise provided by law.
- e. Workshops held by the City Council where no official action will be taken. It shall be at the discretion of the Council if they wish to open the floor for comments from the public. A majority vote of the Council is required to open the floor for an item at a workshop.

D. Council Conduct with One Another

The City Council and appointed boards and commissions are composed of individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office in order to preserve, protect and enhance the present and the future of the City of Clermont community. In all cases, this common goal should be acknowledged even as members may “agree to disagree” on contentious issues.



CITY OF CLERMONT
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1. In public meetings:

- a. Practice civility, professionalism and decorum in discussions and debate. Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of a free democracy in action. This does not allow; however, Council, or appointed board, or commission members to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments. No shouting or physical actions that could be construed as threatening will be tolerated. Members should conduct themselves in a professional manner at all times, including physical appearance.
- b. Honor the role of the Mayor or presiding officer in maintaining order. It is the responsibility of the Mayor or the presiding officer to keep the comments of all persons; including but not limited to, the Council or appointed board or commission members on track during public meetings. Members should honor efforts by the Mayor or presiding officer to focus discussions on current agenda items. If there is disagreement about the agenda or the Mayor or presiding officer's actions in refraining staff, public or members from speaking, those objections should be voiced politely and with reason.
- c. Avoid personal comments that could offend other members. If a Council Member or appointed board or commission member is personally offended by the remarks of another member, the offended member should make notes of the actual words used and call for a "point of personal privilege" that challenges the other member to justify or apologize for the language used. The Mayor or presiding officer will maintain order of this discussion.
- d. Demonstrate effective problem-solving approaches. Council Members and appointed board and commission members have a public stage to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.
- e. Be punctual and keep comments relative to topics discussed. Council Members and appointed board or commission members have made a commitment to attend meetings and partake in discussions. Therefore, it is important that members be punctual and that meetings start on time. It is equally important that discussions on issues be relative to the topic at hand to allow adequate time to fully discussed scheduled issues. If a member has an item requested to be on the agenda, it is important they set the example by providing timely written materials.

2. In private encounters

- a. In discussing matters, whether in person or by correspondence related to the City, Council Members should be clear as to whether his or her statement reflects personal opinion or is the official stance of the City.



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- a. Continue respectful behavior in private. The same level of respect and consideration of differing points of view that is deemed appropriate for public discussions should be maintained in private conversations.
- b. Be aware of the insecurity of written notes, voice and text messages, and e-mail. Technology allows words written or said without much forethought to be distributed wide and far. The Public Records Law mandates that any material made or received by an agency in connection with official business be used to perpetuate, communicate or formalize knowledge is a public record, and unless exempt, must be turned over to someone requesting to see that material. Before you create a document, ask yourself: Would you feel comfortable to have this note faxed or PDF'd to others? How would you feel if this voicemail message was played on a speaker phone in a full office? What would happen if this email message was forwarded to others? Written notes, voicemail messages and email related to City business are public communication subject to disclosure.
- c. Even private conversations can have a public presence. Elected officials are always on display – their actions, mannerisms, and language are monitored by people around them that they may not know. Lunch table conversations will be eavesdropped upon, parking lot debates will be watched, and casual comments between individuals before and after public meetings noted.

E. Conduct with City Staff

Governance of a City relies on the cooperative efforts of elected officials, who create laws and set policy; and City staff members, who implement and administer the law and Council policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

1. Treat all staff as professionals.

Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards staff is not acceptable.

2. Limit contact to specific City staff.

~~Questions of, or directions to, City staff and/or requests for information should be directed to the City Manager or City Attorney. When in doubt about what staff contact is appropriate, Council Members should ask the City Manager for direction. Materials supplied to a Council Member in response to a request will be made available to all members of the Council so that all have equal access to information.~~

Except for purposes of inquiry, the Council or its members shall deal with city officers and employees who are subject to the direction and supervision of the City Manager solely through the City Manager, and neither the Council nor its members shall give orders to any such officer or employee, either publicly or privately.



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3. Do not disrupt City staff from their jobs.

Staff wants to be accessible for City Council, but Council Members should avoid disrupting City staff while they are in meetings, on the phone, or engrossed in performing their job functions.

4. Avoid publicly criticizing an individual employee.

Council Members should avoid expressing concerns about the performance of a City employee in public. Council Members should never criticize an employee directly, or to the employee's manager. Comments about staff performance should only be made to the City Manager.

5. Do not get involved in administrative functions.

Council Members must not attempt to influence City Staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of City licenses and permits. The City Charter, Section 10 also contains information about the prohibition of Council interference in administrative functions.

6. Check with City staff on correspondence before taking action.

Before sending correspondence, Council Members should check with City staff to see if an official City response has already been sent or is in progress.

7. Do not attend staff meetings; with or without the public, unless requested by staff or City Council.

Even if the Council Member does not say anything, the Council Member's presence implies support, shows partiality, intimidates staff, and hampers staff's ability to do their job objectively.

8. Limit requests for staff support.

Even in high priority or emergency situations, requests for additional staff support should be made to the City Manager who is responsible for allocating City resources in order to maintain a professional, well-run City government and following City Council direction.

9. Do not solicit political support from staff.

Council Members should not solicit any type of political support; financial contributions, display of poster or lawn signs, name on support list, etc., from City staff. City staff may, as private citizens with constitutional rights, support political candidates but all such activities must be done away from the workplace.



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F. Conduct with the Public

1. In public meetings.

Making the public feel welcome is an important part of the local governing process. No signs of partiality prejudice or disrespect should be evident on the part of individual Council, board or commission members toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public comment.

- a. Be welcoming to speakers. Speaking in front of the Council, board, or commission can be a difficult experience for some people. Some issues undertaken may affect people's daily lives and homes. Some decisions are emotional. The way that members treat people during public hearings can do a lot to make them relax or to push their emotions to a higher level of intensity.
- b. Be fair and equitable in allocating public hearing time to individual speakers. If many speakers are anticipated, the Mayor or presiding officer may ask speakers to limit themselves to new information and points of view not already covered by previous speakers. No speaker will be turned away unless he or she exhibits inappropriate behavior. Each speaker may only speak once during the public comment unless the Council requests additional clarification. After the close of any public comment portion, no more public testimony will be accepted unless the Mayor or presiding officer reopens the public hearing for a limited and specific purpose.
- c. Avoid appearing as if you are not listening. It is disconcerting to speakers to have Council, board, or commission members not look at them when they are speaking. It is fine to look down at documents or to make notes, but reading for a long period of time, gazing around the room or getting up from your seat gives the appearance of disinterest. Be aware of facial expressions and body language; such as head and arm movements, especially those that could be interpreted as "smirking", disbelief, anger or boredom.
- d. Ask for clarification, but avoid debate and argument with the public. Only the Mayor or presiding officer, not individual members, can interrupt a speaker during a presentation. However, a member can ask the Mayor or presiding officer for a point of order if the speaker is off the topic or exhibiting behavior or language the member finds disturbing. If speakers become flustered or defensive, it is the responsibility of the Mayor or presiding officer to calm and focus the speaker and to maintain the order and decorum of the meeting. Questions by Council, board, or commission members to members of the public testifying should seek to clarify or expand information. It is never appropriate to belligerently challenge or belittle the speaker.
- e. No personal attacks of any kind, under any circumstance.



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- f. Follow parliamentary procedure in conducting public meetings. The City Attorney serves as advisory parliamentarian for the City and is available to answer questions or interpret situations according to parliamentary procedures. Final rulings on parliamentary procedure are made by the Mayor or presiding officer, subject to the immediate appeal to the full Council, board, or commission.

2. In unofficial settings.

- a. Make no promise on behalf of the Council. Council Members will frequently be asked to explain a Council action or to give their opinion about an issue as they meet and talk with constituents in the community. It is appropriate to give a brief overview of City policy and to refer to City staff for further information. It is inappropriate to overtly or implicitly promise Council action, or to promise City staff will do something specific; for example, fix a pothole, remove a library book, plant new flowers in the median, etc.
- b. Make no personal comments about other Council Members. It is acceptable to disagree publicly about an issue, but it is unacceptable to make derogatory comments about other Council Members, their opinions and actions.
- c. Remember Clermont is a small community at heart. Council Members are constantly being observed by the community every day that they serve in office. Their behaviors and comments serve as models for proper deportment in the City of Clermont. Honesty and respect for the dignity of each individual should be reflected in every word and action taken by Council Members, 24 hours a day, seven days a week. It is an important and continuous responsibility.

G. Council Conduct with Other Public Agencies

1. Be clear about representing the City or personal interests.

If a Council Member appears before another governmental agency or organization to give a statement on an issue, the Council Member must clearly state:

- a. If his or her statement reflects personal opinion or is the official stance of the City. Even if the Council Member is representing his or her own personal opinions, remember that this still may reflect upon the City as an organization.
- b. Whether this is the majority or minority opinion of the Council. If the Council Member is representing the City, the Council Member must support and advocate the official City position on an issue, not a personal viewpoint.
- c. Correspondence also should be equally clear about representation. City letterhead may be used when the Council Member is representing the City and the City's official position. A copy of official correspondence should be given to the City Clerk to be filed as part of the permanent public record. To avoid confusion



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regarding City Council's position, City letterhead should not be used for correspondence of Council Members representing a personal point of view, or a dissenting point of view from an official Council position.

H. Council Conduct with Appointed Boards or Commissions

The City has established several boards and commissions as a means of gathering more community input. Citizens who serve on advisory boards and commissions become more involved in government and serve as advisors to the City Council. They are a valuable resource to the City's leadership and should be treated with appreciation and respect.

- 1. If attending an appointed board or commission meeting, and you are not an appointed the liaison, be careful to only express personal opinions.**

Council Members may attend any appointed board meeting, which are always open to any member of the public. However, if the appointed board or commission is conducting a quasi-judicial public hearing, the Council Member should refrain from attending. Council Members should be sensitive to the way their participation could be viewed as unfairly affecting the process. Any public comments by a Council Member at an appointed board meeting should be clearly made as individual opinion and not a representation of the feelings of the entire City Council. Also be cognizant of the Sunshine Law, precluding discussion (outside of a meeting advertised for City Council) by two or more members of City Council on any item that may take action upon. A Council Member's presence may affect the conduct of the appointed boards and limit their role and function.

- 2. Limit contact with appointed board and commission members.**

It is inappropriate for a Council Member to contact an appointed board member to lobby on behalf of an individual, business, or developer. Council Members should contact staff in order to clarify a position taken by the advisory boards.

- 3. Appointed board and commissions serve the City Council, not individual Council members.**

City Council appoints individuals to serve on these boards, and it is the responsibility of board and commission members to follow applicable law and policy established by the Council. But board and commission members do not report to individual Council Members, nor should Council Members feel they have the power or right to threaten board members with removal if they disagree about an issue. Appointment and re-appointment to an appointed board or commission should be based on such criteria as expertise, ability to work with staff and the public, and commitment to fulfilling official duties. A board appointment should not be used as a political "reward".



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4. Be respectful of diverse opinions.

A primary role of appointed boards is to represent many points of view in the community and to provide the Council with advice based on a full spectrum of concerns and perspectives. Council Members must be fair and respectful of any citizens serving on appointed boards.

5. Keep election issues away from public forums and appointed board meetings.

While Council Members are free to participate in politics when not conducting official business, they should refrain from campaigning for office or providing political support or non-support for those who are running for any elected office; national, state or local, while conducting official duties or when attending appointed board meetings.

I. Council Conduct with the Media

Council Members may be contacted by the media for background and quotes.

1. The best advice for dealing with the media is to avoid going “off the record”.

Most members of the media represent the highest levels of journalistic integrity and ethics, and can be trusted to keep their word. But one bad experience can be catastrophic. Words that are not said cannot be quoted.

2. Choose words carefully and cautiously.

Comments taken out of context can cause problems. Be especially cautious about humor, sardonic asides, sarcasm, or word play. It is never appropriate to use personal slurs or swear words when talking with the media.

J. Sanctions

The City Council is the judge of its own qualifications; City Charter Section 13, and Council Members who intentionally and repeatedly do not follow proper conduct may be reprimanded or formally censured by the Council. Serious infractions of this Code of Conduct could lead to other sanctions as deemed appropriate by Council, including forfeiture of office. It is the responsibility of City Council to initiate action if a Council Member’s behavior may warrant sanction due to a breach of these written standards of conduct. Any action taken on the alleged violation(s) must be brought up with the City Council in a public meeting.

SECTION 3: CONFLICT

Resolution 2024-007R is hereby repealed. All other policies and/or resolutions or parts of policies and/or resolutions in conflict with any of the provisions of this Resolution are hereby repealed.



CITY OF CLERMONT
RESOLUTION NO. 2024-040R

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: EFFECTIVE DATE

This Resolution shall take effect immediately upon its Passage.



CITY OF CLERMONT
RESOLUTION NO. 2024-040R

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



**CITY OF CLERMONT
CITY COUNCIL MEETING
CLERMONT CITY HALL
AGENDA
6:30 PM, DATE**

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

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PROCLAMATION

PRESENTATIONS

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.

UNFINISHED BUSINESS

NEW BUSINESS

ADJOURN

Public Notice

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

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

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

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in this proceeding may contact the Office of the City Clerk at (352) 241-7331 (Voice) no later than two (2) business days prior to the

**CITY OF CLERMONT
CITY COUNCIL MEETING
CLERMONT CITY HALL
AGENDA
6:30 PM, DATE**

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

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 11, 2025		
Agenda Item Name		
Ordinance No. 2025-008 <i>Final</i> <i>Urban Backyard Chicken Regulations</i>		
Requested Action		
Recommend approval of Ordinance No. 2025-008.		
Staff Report		
City staff have received directions 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. The 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 will 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 the 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. A number of animals is permitted, so that the addition of 5 chickens would not be considered in the count. The 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 (02.04.2025)	Ord 2025-008 Backyard Chickens (02.04.2025).pdf	
2. Legal Ad - Backyard Chickens CC	Legal Ad - Backyard Chickens CC.pdf	
3. Backyard Chickens 2025-008	Backyard Chickens 2025-008.pdf	
4. Opposition to 2025-008	Opposition to 2025-008.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, 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!

Total Cash Order Confirmation Amount Due	\$85.74
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

Order Confirmation Amount	\$85.74
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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

10951770 1/27/2025

Bird Flu and backyard chickens

TWIMC:

I just wanted to clear the air from some of the FALSE information on social media about the risk of bird flu from backyard chickens. I am VERY in favor of backyard chickens in Clermont and would love to have been there tonight to voice support, but I wanted to send this email instead as a doctor and Clermont citizen.

The CDC and the NIH have specifically stated and I quote the NIH:

“It is safe to keep poultry flocks in the United States, and there is no need to change standard procedures for taking care of them. The US Dept of Agricultural is monitoring any potential poultry infections by bird flu and other infectious agents.”

This would be FLOCKS, not just a few backyard hens. So, the risk is even smaller than safe. The risk of bird flu so far, since 2003, has been in the poultry workers in Asia. Less than 100 deaths have occurred in the last 10+ years, whereas 30-40,000 people die annually on average from influenza, or the “standard flu”.

There are two things that people could do though to protect their chickens and themselves to reduce the risk to zero:

#1. Avoid wild birds having access to your chickens and their feed. #2. Wear a simple mask and eye protection for collecting eggs and cleaning coops, and wash your hands afterwards

Let’s just keep any medical information correct out there, so feel free to catch me and ask questions at future meetings or on the chicken support group on FB! Go chickens!

Dr. Bob Olson

Robert.Olson@orlandohealth.com

To the City Clerk, Planning & Zoning Management, Mayor Murry, Council Members and Interim City Manager:

There is confusion, to say the least, about Proposed Ordinance 2025-008 that this Council is trying to get passed in the City of Clermont. Please note that we've stated the City of Clermont because that is what our community is, a CITY, not a rural town. Our city consists of residential properties that have a designated land use as Single Family - 1 Lot, and/or Multi-Family - 1 Lot, NOT AG/Timber, AG/Pasture or an Agricultural Homesite - Acre. Timber, Pasture and Agricultural Homesites are part of the County and are considered Unincorporated Clermont, and the properties are much larger than the single lots you find within communities that have Homeowner Associations (HOAs) and/or Property Owner Associations (POAs).

HOA's have recorded covenants and restrictions that can be more restrictive than any local ordinance. Within our community, our POA's Declaration restricts poultry (AND ANY LIVESTOCK), and chickens would not be permitted in our neighborhood. When there are two seemingly conflicting statements between local ordinances and a HOA/POA recorded covenant, the stricter and more restrictive interpretation will prevail. Proposed Ordinance 2025-008 mentions in "(b) General Regulations, (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." Changing the current ordinance takes all responsibility away from the city and places it in the hands of the HOA/POA and its Board Members. Property Management companies and outside counsel provide assistance to the HOA/POA to enforce their recorded covenants. Enforcement has always taken place because regulations and/or ordinances regarding chickens (and any livestock) were in line with the City and HOA/POAs requirements.

Approving Proposed Ordinance 2025-008 will create unnecessary burden on the Board Members in each and every HOA/POA within the City of Clermont and there are no options within your Proposed Ordinance to involve the city, specifically Code Enforcement. Nor does it appear that the city will require permits for the required chicken coop. The Proposed Ordinance states that a chicken coop is required, must be of durable build, must be securely anchored to the ground, and also states that the coop shall be limited in size and placement, the coop shall be located in the rear yard and not the side or front yard, a minimum size of 4 square feet allowing free movement of the chickens and may not be taller than six feet. There is absolutely NO MENTION of a mechanism to ensure compliance of permitting requirements, or applications to have chickens on your residential property. There is mention that 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, they shall not be allowed to run free or to be found at large -- (running free in an open back yard, or wandering around a neighborhood?). Does this Proposed Ordinance mandate that to have up to 5 chickens your yard must be fenced in (which requires a permit), or does the homeowner just need a chicken coop (with no required permit)? What inspection takes place to ensure that the chicken coop (with or without chickens inside) is secure enough during Hurricane season and doesn't end up in someone else's yard)? Who will enforce these requirements? The City has abandoned all responsibility and liability and put the problem on the shoulders of HOA/POA Board Members. The Proposed Ordinance provides for violations and consequences but nothing for enforcement.

Below is a list of some of the major concerns we see with the Proposed Ordinance and allowing chickens within the city:

- No information or answers about whether the city will require a permit for the construction of a chicken coop. According to the city, a typical chicken coop is 10x10. You need a permit for a 10x10 shed. Why wouldn't you require a permit for a 10x10 coop?
- What about Hurricane season? Who is going to be responsible when the coop and chickens end up three homes away? If no permit is required, no final inspection will be done by a certified building inspector so there is no guarantee that the coop will stay put during a hurricane or rain/windstorm.
- No information or answers about whether the city will require that the property be fenced in. Inground pools are surrounded by a screen enclosure or a fence which is not negotiable. The Proposed Ordinance states that chickens will not be allowed to run free. Does this mean a fence is required even though no mention of a fence is in the Proposed Ordinance? Just the run needs to be fenced in; does the run need to be attached to the chicken coop and therefore enclosed with fencing so the chickens cannot run free?
- No information or answers as to whether the city is going to regulate / register a resident that wishes to have chickens.
- No information or answers about ensuring that owners of chickens ensure they are healthy and not carrying disease. What safeguards or measures will be taken to ensure this? No mention of a required application to have chickens, so how will anyone know whether said chickens are healthy and not carrying disease. Not a week goes by that there isn't a news item about bird flu. Why would you bring this headache to the residents of the city that you took an oath to work for? Has the Health Department weighed in on this proposed ordinance?
- Allowing chickens in a residential area will encourage predators to come right into yards. Chickens are not pets that are kept on leashes or watched while in the backyard. There are predators right now that roam throughout our communities looking for water and food. Allowing chickens into a residential neighborhood is the same as issuing an invitation to predators for a free chicken dinner.
- There is no accountability from the City as no checks are in place to ensure violations are not taking place; limited involvement from Code Enforcement as per the City Council.

It appears that most of the Council Members live in an HOA/POA community (at least two of you are in gated communities, but all of you have neighbors where their house is less than 50 feet away from your house), so you need to either remember or be made aware that owning a home within a HOA/POA, when you sign your deed you are agreeing to abide by not only the rules and regulations within your community's recorded covenants and restrictions, but also the rules and regulations within your city. The HOA/POA guidelines are heavily populated with the requirement to upkeep your property (i.e., lawns, exterior appearance as to paint, windows, roof) and most if not all communities have a limit as to the number of pets, just like there is a limit within the city. The HOA/POA, as well as the City, regulates community safety as well; inground pools require either a fenced in yard or screen enclosure, sheds need to be permitted and if built by yourself, a certified engineering drawing has to accompany the permit application, an electrical permit is required as well if you are going to reshingle your roof (with a roof reshingle permit) and you will need your house solar panels removed and reinstalled.

Why is the Council requesting to have the current Ordinance changed to allow chickens within the city? During a Council Workshop in 2018, chickens were brought up to the City Manager as requests were received to allow chickens within the city limits. The city only allowed livestock in the city if the owner obtained a Conditional Use Permit at an estimated cost of \$800. Development Services reviewed pilot programs for the allowance of chickens which were implemented by other cities. The Council expressed opposition with moving forward and there was also concern of proximity of the houses to each other. Proximity hasn't changed -- residential lots are 70-75', not 1 acre. Homes are next to one another, not an acre away. Are the needs of the many being ignored because of the request of a few? Please remember that as Council Members you should be working for all the residents, not just a few and definitely not for yourself or for financial gain.

By approving this Proposed Ordinance you are essentially stopping the work of Code Enforcement to "police" the city when noise/smell complaints are received, because this Proposed Ordinance takes Code Enforcement as well as Permitting out of the equation. No requirements for permitting for a chicken coop, no requirements that yard must be fenced in, no application to request 5 or less chickens in your yard. But you are putting the entire responsibility, no we'll call it a major headache, squarely on the HOA/POA Board Members and property management companies to now police in a way which isn't legal -- they can't go into people's backyards, they have to listen to neighbors' complaints that they hear chickens and can't go door to door or walking around the neighborhood listening for squawking or trying to smell foul waste. Apparently Code Enforcement can't even be called! Currently Code Enforcement receives complaints and goes to the residence and if they hear squawking, they can knock on the door making inquiries, listing the violation by citing the current Ordinance. This Proposed Ordinance changes all that.

Please remember that Clermont is not a rural town filled with nothing but farmland. Clermont is a fast-growing community with a population of 48,000 plus. Why would this Council consider changing the current ordinance because of a few requests? You all took an oath when you became Council Members - the request of a few should definitely not outweigh the wants of the majority. For those that want chickens, have them go purchase an acre or two of land that is designated land use as Agriculture or Pasture, but I can guarantee that if it is in Clermont, it will be Unincorporated Clermont which is governed by Lake County ordinances, and they cannot vote within the City of Clermont. This Proposed Ordinance is not in the best interest of its residents. If the Council Members live in an HOA/POA where your recorded covenant and restrictions don't allow chickens (or any livestock), how many properties within the city are actually not connected with a HOA/POA? Have you even looked into this? The request by a Council Member(s) to change the current Ordinance is irresponsible and self-serving.

We are in definite opposition to this Proposed Ordinance 2025-008 and request DENIAL of this matter.

Thank you,

Terence & Marion Ringwood

1808 Nature Cove Lane, Clermont



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 11, 2025		
Agenda Item Name		
Ordinance No. 2025-009 <i>Final</i> <i>Golf Cart Regulations</i>		
Requested Action		
Recommend approval of Ordinance No. 2025-009.		
Staff Report		
City staff have received directions to proceed with processing amendments to the City's Code of Ordinances. The requested change is to allow golf carts within a specific zone of the city, which is west of US Highway 27 and north of State Road 50. This area is in the northwest quadrant of the city and comprises the 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. • It can only be operated on City of Clermont roads. No County or State roadways. • Golf carts must meet minimum safety requirements. • It may only be operated by a licensed driver 18 years old or older. • The operator assumes risk and shall hold the City harmless, attested through registration with a \$20 registration fee. The ordinance is similar to other jurisdictions which have implemented specific golf cart zones successfully. The 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 (02.04.2025)	Ord 2025-009 Golf Carts (02.04.2025).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.

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, 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

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!

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.

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

10950611 1/27/2025

AGENDA ITEM

Meeting Date

Tuesday, February 11, 2025

Agenda Item Name

Variance Request
EnviroStruct LLC

Requested Action

Recommend denial of the variance request.

Staff Report

The applicant, EnviroStruct LLC, is requesting a sign variance to allow for more than 200 square feet of wall signage located on the second floor of the building façade wall to be greater than the total allowable copy areas as permitted by the Land Development Code (LDC), Section 117-15 (a)(2)(b) Wall Signs. The LDC allows one (1) primary wall sign, parallel to a road or street, not exceeding the maximum 200 square footage copy area. A secondary wall sign may be permitted on up to two walls provided it is a maximum of 50 percent of the primary wall sign. The applicant is asking for a second wall sign, exceeding the 50% allowed copy area.

The applicant currently has the primary wall sign installed on the second floor of the building, which is approximately 100 square feet. The applicant is requesting a second wall sign that is approximately 100 square feet. Without a variance, the applicant's second wall sign would only be permitted at 50 square feet. If approved, two wall signs of similar size would be allowed on the second floor building façade. No other signage would be permitted on the second floor façade.



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

Additional Analysis

Fiscal Impact Summary

None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Map	Map.pdf
2.	Photo	Photo.pdf
3.	Elevations	Elevations.pdf
4.	Building P4-5	Building P4-5.pdf
5.	New 101-246 Review Criteria-EnviroStruct Sign Variance	New 101-246 Review Criteria-EnviroStruct Sign Variance.pdf
6.	Application	Application.pdf
7.	Legal Ad - EnviroStruct VAR	Legal Ad - EnviroStruct VAR.pdf

17410 SR 50 – EnviroStruct, LLC





ENVIROSTRUCT LLC

CLERMONT, FL

PROPOSED WALL SIGN

SIGN OPTO REV2

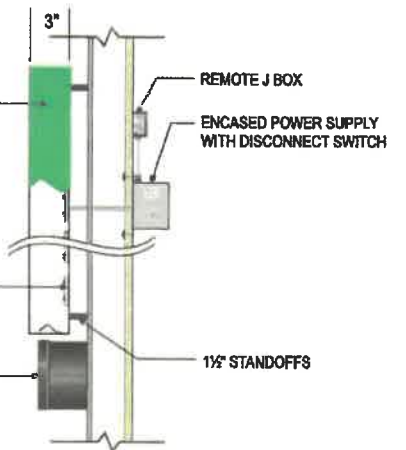


- 1 **FACE LIT ALUMINUM CHANNEL LETTERS, CAPSULE AND SWOOPS**
 ONE (1) REQUIRED - MANUFACTURE AND INSTALL
 SCALE: 3/8"=1'

ALUMINUM LETTERS PAINTED
PMS 368C

WHITE LED DIODE MODULES ON
CLEAR ACRYLIC BACK

ALUMINUM CAPSULE WITH LEXAN FACE AND
VINYL APPLICATION / WEEDED-OUT COPY
BLACK RETURNS / 1" BLACK TRIM CAP CHEMICALLY WELDED
TO FACE ATTACHED TO LETTERS w/ #8 SM SCREWS AROUND PERIMETER



WALL SECTION - NTS

- V1 3M BRILLIANT GREEN 3630-106
- V2 3M BLACK 3036-22
- P1 PMS 368C



- 1 **FRONT ELEVATION**
 SCALE: 3/32"=1'

CUSTOMER APPROVAL: _____

DATE: _____

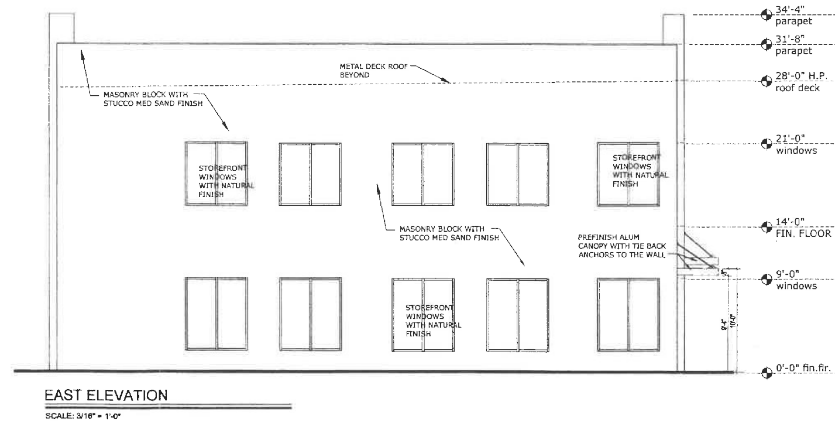
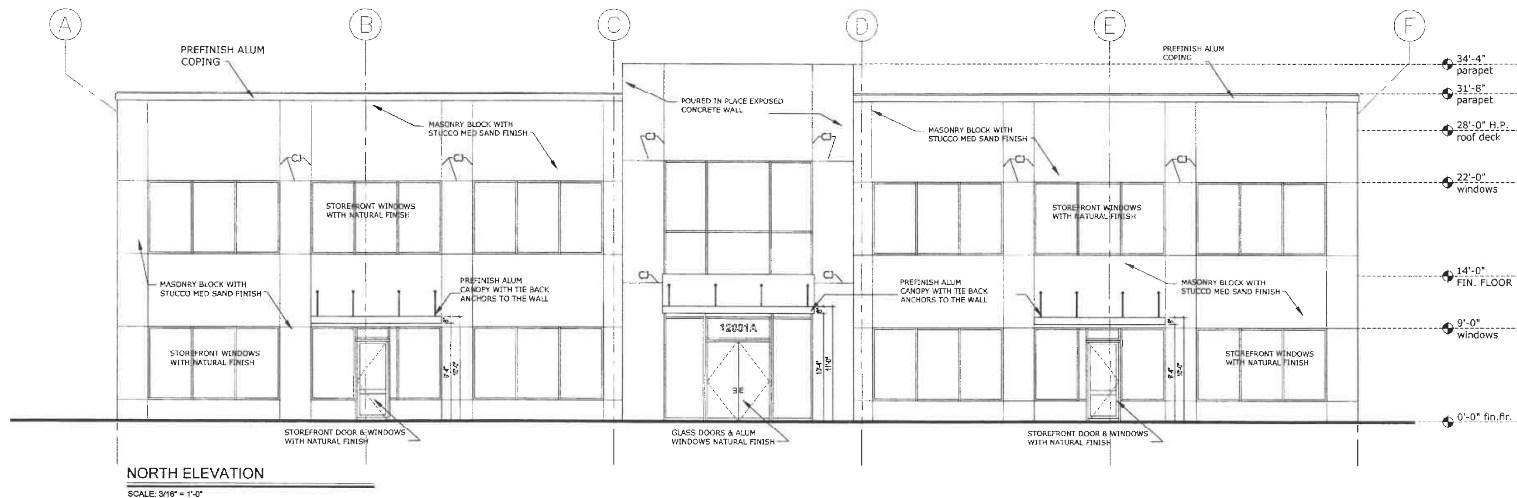
CUSTOMER:	ENVIROSTRUCT LLC	DRAWN BY:	HA	REV:	10.01.2024
LOCATION:	CLERMONT, FL	DATE:	09.28.2024	REV:	10.02.2024
TITLE:	WALL SIGN	QUOTE No:	10826	REV:	



Signs designed and installed to meet the Florida Building Code FBC (2023 ed.). This sign is intended to be installed in accordance with the requirements of Article 900 of the National Electrical Code and/or other applicable local codes (NEC (2023 ed.). This includes proper grounding and bonding of the sign. All signs are UL listed per NEC.
 This design is property of MID-FLORIDA SIGNS & GRAPHICS and is submitted for your exclusive review under the agreement that the content herein will not be reproduced, copied, loan or shown to any other contractor or put to any other use without written permission.

MID-FLORIDA SIGNS & GRAPHICS
 3602 Parkway Blvd Leesburg, FL 34748
 Tel: 352.767.8968 • Fax: 352.767.9427
 FLORIDA STATE LICENSE E812000764

PAGE NUMBER
01



Project Description

TWO-STOREFRONTS - NEW CONSTRUCTION (NO STORY WISHER)
AND STEEL CONSTRUCTION

Use of Documents

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Clermont, Florida 34711

BUILDING ELEVATIONS

A-2.00



17410 E. Hwy 50 - Variance

The requirements for a variance are as follows:

“Sec. 101-246, Review Criteria and Finding. When reviewing an application for a variance, the City Council shall not vary the requirements of the land development code unless it makes a positive finding, based on substantial competent evidence, on each of the following:”

FINDINGS:

- (1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;

Applicant response: True

Staff comments: The requested variance to allow for two wall signs that exceed the maximum 200 square foot as allowed by the land development code, Section 117-15 (b) may be considered out of character with other commercial developments located within the approved mixed use Planned Unit Development (PUD).

Negative finding

- (2) The variance will allow reasonable use of the property; which use is not out of character with other properties in the same zoning category;

Applicant response: True

Staff comments: The approved Master Planned Development was designed to provide comparable and quality development standards that comply with the Clermont Codes which provides unified and quality design standards for the entire development.

Negative finding

- (3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance was denied;

Applicant response: True

Staff comments: The requested variance to the Land Development Code will not further any legitimate city objective.

Positive finding

- (4) The granting of the variance is consistent with the city's comprehensive plan;

Applicant response: N/A

Staff comments: *The requested variance is not in conflict to the goals, objectives and policies of the Clermont Comprehensive Plan.*

Positive finding

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

Applicant response: True

Staff comments: *The request for the second sign to be allowed in a similar size and placement as the primary sign on the second floor façade appears to make reasonable use of the building. Instead of one primary sign and one secondary sign at 50%, the applicant is requesting two signs similar in size to equal the size requirement.*

Positive finding

STAFF RECOMMENDATION: Section 101-246 of the Land Development Code requires a positive finding on the Review Criteria and Findings in order to grant a variance. Staff has reviewed the application as presented and finds the application does not meet a positive finding on two of the review criteria. Therefore, staff recommends denial of the requested variance to the Land Development Code.



CITY OF CLERMONT
VARIANCE
APPLICATION

DATE 12 / 17 / 2024		FEE: \$600.00	
Project Name (if applicable) EnviroStruct Professional Center			
Applicant EnviroStruct,LLC			
Contact Person Shawn McTigue			
Address 17410 E. Highway 50, suite 200		City Clermont	State Florida Zip 34711
Telephone 407-712-4148		Fax 352-559-0903	
Email shawnm@envirostruct.net			
OWNER INFORMATION ☐ (Check box if information is same as Applicant)			
Owner's Name Steil Holdings, LLC			
Owner Address 26701 Dublin Woods Circle		City Bonita Springs	State Florida Zip 34135
Telephone 239-494-5700		Email neils@envirostruct.net	
PROPERTY INFORMATION			
Address of Subject Property 17410 E. Highway 50, suite 200		City Clermont	State Florida Zip 34711
General Location Signage on the front of the building 2nd level			
Legal Description & Alternate Key (include copy of survey) Parcel ID. # 25-22-26-000200003300			
Land Use (City verification required) Commercial			
Zoning (City verification required) Pud Planned Unit Development			



CITY OF CLERMONT VARIANCE APPLICATION

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

City Zoning Ordinance (Land Development Code Section) from which you are requesting relief:
Code 117

What are you proposing to do that would require a variance and why?

Allow (2) buisness signs on the exterior upper level of the building

How does the Code create a hardship?

Lost revenue from lack of advertising

The following justifications must be completed for any variance requested:

Variance requested – subject and code section:

Sec. 86-174. Review criteria and findings.

When reviewing an application for a variance, the City Council shall not vary the requirements of any provision of this land development code unless it makes a positive finding, based on substantial competent evidence, on each of the following:

- (1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;

True

- (2) The variance will allow a reasonable used of the property, which use in not out of character with other properties in the same zoning category;

True

- (3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance were denied;

True



CITY OF CLERMONT
VARIANCE
APPLICATION

(4) The granting of the variance is consistent with the city's comprehensive plan; and
N/A

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

True

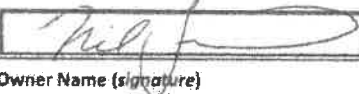
Shawn McTigue

Applicant Name (print)

x 
Applicant Name (signature)

Neil Simon

Owner Name (print)

x 
Owner Name (signature)

NOTICE

IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A DELAY IN PROCESSING AND WILL NOT BE SCHEDULED UNTIL SUCH CORRECTIONS ARE MADE. APPLICATION FOR VARIANCE DOES NOT GUARANTEE APPROVAL. THE APPLICANT MUST BE PRESENT AT ANY MEETINGS TO JUSTIFY AND SUPPORT THE REQUEST.

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

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:	01/16/2025
Order Number:	10954123
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	48.0000
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!

Total Cash Order Confirmation Amount Due	\$77.84
Tax Amount	\$0.00
Service Fee 3.99%	\$3.11
Cash/Check/ACH Discount	-\$3.11
Payment Amount by Cash/Check/ACH	\$77.84
Payment Amount by Credit Card	\$80.95

Order Confirmation Amount

\$77.84

Ad Preview

LEGAL NOTICE

On Tuesday, February 11, 2025 at 6:30 PM the Clermont City Council will consider a request for the following variance: (1) to allow for wall signs to exceed the maximum square footage permitted by the Land Development Code, Section 117-15, Wall Signs, at the following location:

LOCATION

17410 E. State Road 50
South of SR 50 and
North of Pagonia Road
(Alternate Key 3919784)

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

10954123 1/27/2025



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 11, 2025		
Agenda Item Name		
Main Street Historic Survey		
Requested Action		
Staff Report		
The purpose of the agenda item is to present to the City Council a request for a formal adoption of the Survey Report and associated Florida Master Site File (FMSF) forms, as prepared by the Clermont Main Street program. This adoption is the first step in a series of planned recommendations designed to preserve the historical integrity of Downtown Clermont and enhance the city's long-term urban planning strategy. Clermont Main Street received a \$50,000.00 grant, and has been working with a consultant, Christine Dalton, to assess the historical assets throughout the Downtown, as well as some property outside the area, and identify key preservation opportunities. As part of this process, a comprehensive survey report was developed, along with the corresponding FMSF forms, which document the historical significance of identified structures. The adoption of this survey and forms is essential for the city's opportunity and eligibility for preservation grants and maintaining accurate records for future reference. The formal adoption of the survey report and FMSF forms is the first recommendation in a broader strategy aimed at enhancing the preservation efforts done by Clermont Main Street. The consultant will also outline potential areas for collaboration between Clermont Main Street and the City to implement further preservation measures. The photographs and Florida Master Site File forms are not included in this packet. The full report is available at the City Clerk's office.		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Clermont Historic Survey Report Compilation	Clermont Historic Survey Report Compilation.pdf	

Historic Clermont Properties Survey

Florida Division of Historical Resources Grant #24.h.sm.200.010

Clermont, Lake County, Florida

Final Report



Prepared for:

Clermont Main Street
670 W Montrose Street
Clermont, FL 34711

Prepared by:

Christine Dalton, AICP
Historic Preservation Consultant

Dalton Studio, LLC

P.O. Box 739
Mt. Dora, FL 32756
407.734.0106

Cover Image: Clermont Gem of the Hills Citrus Label



**This project was funded by Historic Preservation Small
Matching Grant #24.h.sm.200.010 from the Florida
Department of State, Division of Historical Resources and the
State of Florida.**

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1.0 ACKNOWLEDGEMENTS

The successful completion of this historic resource survey project is a testament to the dedication and support of many individuals and organizations passionate about Clermont's heritage and future. Their commitment to preserving Clermont's history and their assistance throughout this project have been invaluable. Dalton Studio was honored to be selected to conduct this survey, relishing the opportunity to explore the community and learn about its contributions and accomplishments. It has been a rewarding experience to gain a deeper understanding of Clermont's rich history and its historic resources, which the project team is excited to share.

Special thanks go to the following individuals and organizations:

- Jennifer Dougherty, Executive Director of Clermont Main Street (CMS), who graciously provided support by addressing inquiries throughout the project and facilitating connections between the project team and key stakeholders in Clermont.
- CMS Board members: Angelina Affrunti, Patrick Bianchi, Meghan Brummert, Mike Bucher, Gigi Capri, David Colby, Rocky DeStefano, Frankie Liz, Keith Mullins, Holly Nichols, Jeff Powell, and City Council liaison Michele Pines.
- City of Clermont: City Manager Brian Bulthuis and Deputy City Manager Scott Davidoff for taking time to meet with us and graciously sharing guidance and information. Special thanks to Public Information Officer Laurie Windham for her excellent video work and efforts to educate the public on the project.
- Historic Clermont Village Museum volunteers: Dieter Grube, Roxanne Brown, and Donna Digennaro, who provided a tour of the village property and explained their archives.
- Business owner, Juliana Green, along with her husband, Kevin, their daughter, Brandi, and Shayna Raymond, for their thoughtful work at preserving Clermont history and spreading enthusiasm for it through their downtown business, *Everything Local*.
- Natalie Kahler, who photographed the buildings and Clermont features, conducted stakeholder interviews, and provided a Main Street perspective to the report.
- Nick Osborne, PhD, who conducted extensive online research and provided a draft historical narrative that was invaluable in fact-checking my independent findings.
- Holly Baker, Historic Preservation Consultant, who provided her expertise in drafting Florida Master Site File forms.
- Florida Division of Historical Resources staff: Ruben Acosta, Bureau Chief; Vincent 'Chip' Birdsong, Supervisor of the Florida Master Site File (FMSF) division; and Alexa Wilson, Historic Preservationist, Survey and Registration Division, for their assistance throughout the survey process.

Christine Dalton, AICP
Historic Preservation Consultant
Dalton Studio, LLC

2.0 INTRODUCTION

CMS was awarded a Small Matching Grant by the Florida DOHR to conduct a historic resource survey of downtown Clermont. The grant required CMS to contract with a qualified historic preservation consultant to carry out the survey, with the objective of updating existing FMSF records and documenting additional structures constructed on or before 1974. The survey also aimed to assess past preservation efforts and provide recommendations for future initiatives to safeguard Clermont's historical assets.

CMS has retained the firm of Dalton Studio to organize and conduct the survey. The grant project required evaluation of a minimum of 250 historic structures. The survey reviewed most properties fifty (50) years or older located within the present-day CMS boundary as well as a handful of properties just outside of the CMS boundary, in an area locally referred to as “Spanish Row”. A determination of contributing or non-contributing was made for each property. Information on buildings already documented through the FMSF were updated, noting any alterations, relocations and demolitions since their last recordation. Properties that are fifty (50) years or older and not previously surveyed were added to the FMSF. The resulting survey report and new or updated FMSF forms conform to the provisions of Chapter 1A-46, Florida Administrative Code.

Despite Clermont's rich history and the presence of many historic buildings, a comprehensive survey of the city had not been conducted before this project. Prior to this survey, only six properties in Clermont had been documented in the FMSF. The updated and new FMSF records were provided to CMS, the City of Clermont, and the Florida Department of State.

The evaluation and recommendations in the report are based on thorough fieldwork, stakeholder interviews, research of records from the Lake County Property Appraiser and the City of Clermont, existing historical publications, and the City of Clermont Community Redevelopment Agency (CRA) Community Redevelopment Plan.

2.1 Project Location and Context

The project area is located within the city limits of the City of Clermont, Florida, situated in the southern region of Lake County. It encompasses segments of Sections 23, 24, and 25, Township 22, Range 25 East. Lake County is bordered by Marion County to the northwest, Volusia County to the northeast, Seminole and Orange Counties to the east, Sumter County to the west, and Polk County to the south.

The survey area is 189.07 acres and is bounded on the north by Lake Minneola; on the west by the properties east of 12th Street, on the east by the properties west of 5th Street; and on the south by the properties south of Highway 50. Additionally, the survey area includes the properties within the proposed Spanish Row District, located on 6th Street between Chestnut

Street and Seminole Street. A larger version of the boundary map is included as **Appendix A, Project Boundary Map**.

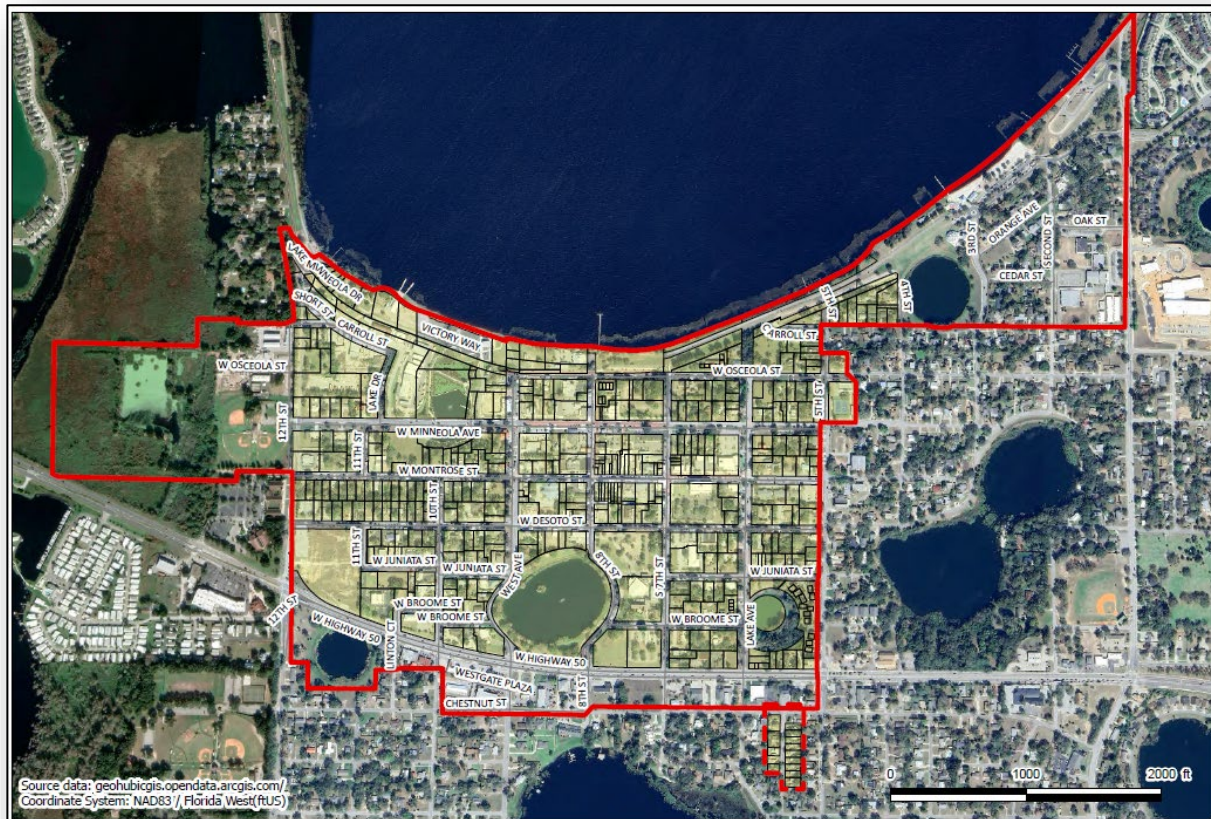


Figure 1 – Historic Clermont Properties Survey Project Boundary Map

The survey area, located in the heart of downtown Clermont within the designated CRA district, is characterized by a diverse array of historic structures. This includes one and two-story commercial buildings, residential buildings (including duplexes and triplexes), multiple churches, a post office, a village museum with five historic buildings (Clermont Historic Village), and a large redevelopment project named "The Lumberyard," encompassing 12.309 acres. While Clermont has many historic resources beyond this survey area, this project focuses on the area where the town was first established and developed, including the earliest properties and those from the ensuing early decades of the city's growth and development.

The walkable downtown commercial district is centrally located within the survey area, one block south of Lake Minneola. The southern boundary is marked by U.S. Highway 50, a major five-lane thoroughfare with two lanes in each direction and a central bidirectional turn lane. At the intersection of U.S. Highway 50 and 8th Street, a gateway feature marks the entrance to downtown. However, the bustling nature of U.S. Highway 50 contrasts sharply with the pedestrian-friendly, quaint atmosphere of downtown Clermont. Due to the typical speed of

traffic, the visibility of this gateway is significantly limited, becoming noticeable only as drivers approach closely. Moreover, the gateway does not effectively convey a sense of place for Clermont. To a motorist passing through on this busy road, Clermont might appear indistinguishable from any other location in Florida, with no hint that a charming and walkable downtown area is nestled so close by.

Furthermore, U.S. Highway 50 is not pedestrian-friendly and acts as a physical barrier, isolating historic neighborhoods south of the highway from convenient pedestrian access to downtown. Despite striped pedestrian crosswalks at 5th Street, 8th Street, and 12th Street, the overall pedestrian environment remains unwelcoming. The lack of natural traffic calming measures along the highway does little to ensure pedestrian safety. Consequently, residents of the southern neighborhoods, though less than a mile from downtown, rely heavily on vehicular transportation. This reliance on cars further diminishes the connectivity and accessibility that could enhance Clermont's downtown as a destination for both locals and visitors.

2.2 Federal and State Laws

Several Federal laws applied to this project, including 36 C.F.R., Part 800: *Protection of Historic Properties* and the related Section 106 of the National Historic Preservation Act of 1966 (Public Law 89-665), as well as the *Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation* (36 C.F.R. 68). State laws are incorporated in Chapter 267, Florida Statutes. Links to these laws can be found at the DOHR website.

2.3 Local Regulations

*The City of Clermont Code of Ordinances, Chapter 109 – Historic Preservation*¹, outlines provisions for historic preservation within Clermont, Florida. The ordinance reflects the city's commitment to safeguarding and enhancing structures, sites, and districts of cultural, architectural, or historical significance. Section 109.1 lists four objectives:

1. Effect and accomplish the protection, enhancement and preservation of such improvements, sites and districts which represent or reflect elements of the city's cultural, social, economic, political and architectural history.
2. Safeguard the city's historic and cultural heritage, as embodied and reflected in such historic structures, sites and districts.
3. Stabilize and improve property values and enhance the visual and aesthetic character of the city by reviewing alterations and new construction on historic structures, sites and districts.

¹ https://library.municode.com/fl/clermont/codes/code_of_ordinances

4. Protect and enhance the city's attractions to residents, tourists and visitors, and serve as a support and stimulus to business and industry.²

The legislative framework emphasizes the critical role of preserving historical resources for the community's welfare, aiming to stabilize property values and enhance the city's aesthetic. To this end, the chapter establishes a Historic Preservation Committee charged with the responsibility of recommending the designation of historic structures, sites, and districts. It also details the criteria for such designations and stipulates regulations that govern construction, alteration, and demolition within these designated areas. Though the regulatory framework is in place within the project area for an active historic preservation program, the city has not populated its Historic Preservation Committee, and does not require applications for Certificate of Appropriateness anywhere in the city.

2.4 Past Survey Efforts

Within the project area, there are only six (6) previously recorded properties, two (2) of which are listed on the National Register of Historic Places (NRHP). The DOHR provided a Cultural Resources Roster dated February 8, 2024, along with associated site file forms for these six (6) buildings within the survey area.

² https://library.municode.com/fl/clermont/codes/code_of_ordinances?nodeId=SPBLADECO_CH109HIPR_S109-1LEINF1

3.0 HISTORIC PRESERVATION IN CLERMONT

Despite the modest number of only six properties recorded in the Florida Master Site File (FMSF) and just two properties listed in the National Register of Historic Places (NRHP) within Clermont's city limits, there has been significant local commitment to historic preservation. This collaborative effort has involved multiple stakeholders, including Clermont Main Street, the Clermont Historical Society, the City of Clermont, the Clermont CRA, and the Clermont Woman's Club. These organizations have not only advocated for preservation but have also actively engaged in educational outreach and community initiatives to raise awareness about the city's historical assets.

Local authors have contributed significantly to these efforts by documenting Clermont's heritage in articles and books, thereby preserving and sharing the city's storied past with a broader audience. These literary contributions help foster a deeper connection between residents and their city's history, further solidifying the importance of preserving Clermont's unique cultural and historical identity for future generations. This collective endeavor underlines the ongoing commitment to not only maintain but also to celebrate Clermont's historic buildings and cultural heritage.

3.1 Listings in the National Register of Historic Places

Presently, there are two properties listed in the National Register of Historic Places. The Clermont Woman's Club (NR# 92001747), located at 655 W. Broome Street and constructed in 1923, was added to the register on January 7, 1993. The William Alfred Suggs Veterans of Foreign War Post #5277 (NR# 100005386), located at 855 W. DeSoto Street and constructed in 1950, was added to the register on March 18, 2021. There were no residential listings within the city at the time of this survey. These designations highlight the architectural and historical significance of these properties within Clermont's community and the broader efforts to preserve local heritage.

3.2 Clermont Main Street

The CMS program began operating in 2000 but dissolved in 2003 due to a lack of funding and community support. Substantial residential growth and a powerful merchants' association led them to reorganize as a Main Street in 2022¹. Since its reorganization, CMS has become a pivotal force in the economic and social development of downtown Clermont, facilitating a range of events and programs that promote civic and stakeholder engagement. Notable initiatives include a weekly farmer's market, a monthly food truck rally, and a monthly wine stroll that involves twenty-five local businesses. Additionally, annual events like the Harvest Festival and Hometown Holidays contribute significantly to the community's vibrancy and appeal.

¹ <https://clermontdowntown.com/news/floridas-newest-main-street-community/>

One of the initial priorities for the revitalized program was to concentrate on establishing a strong branding and identity for downtown. Kimberly Grogan, owner of Dash Sports and former CMS board member, led the initiative to return attention to Clermont's historic slogans, "Lure of the Lakes" and "Gem of the Hills." An even older slogan, "The Alps of Florida" can still be found in use today.² In 2014, the City Council had unanimously adopted a new slogan, "Choice of Champions", but residents and businesses continued to use older slogans. This has led to the simultaneous use of all four slogans. This overlap indicates that there are varying views among stakeholders about Clermont's identity, suggesting a need for a more unified and cohesive branding strategy that harmonizes these different perspectives.

The "Choice of Champions" logo, currently featured on various wayfinding signs and street furniture, is approaching the end of its useful life cycle. This timing presents an opportunity to reevaluate and potentially refine the branding strategy to articulate Clermont's unique sense of place and historical character.



Figure 2 – (Left): Choice of Champions logo on City signage.

Figure 3 – (Center): Choice of Champions logo on Arts District brick walkway plaques.

Figure 4 – (Right): Choice of Champions logo on city benches and picnic tables.



Figure 5 – (Left): Choice of Champions branded bike racks **Figure 6 – (Middle):** Choice of Champions branded street signs. **Figure 7 – (Right):** Choice of Champions branded park signage.

² <https://escapeadventures.com/tour/florida-coast-gulf-road-bike-tour/>



Figure 8 – (Left): Gem of the Hills slogan on Citrus Growers Association building.
Figure 9 – (Right): Lure of the Lake banners in downtown Clermont in 2024.

3.3 City of Clermont

The City of Clermont established a Historic Preservation Committee and accompanying regulations by ordinance.³ However, the committee is currently not populated, and preservation programming is inactive. The City of Clermont Comprehensive Plan (dated June 23, 2009, and most recently updated on February 28, 2023) addresses historic buildings in Chapter 3: Housing Element.⁴ However, the committee is currently not populated and preservation programming is inactive.

Objective 2.2: Historically Significant Housing. Housing resources identified as historically significant shall be preserved and, if possible, maintained for residential uses.

Policy 2.2.1: The City shall encourage the continued identification, analysis, and preservation of the City's historical resources. Such efforts shall include determination of their significance and vulnerability, as well as implementation of preservation management policies.

Policy 2.2.2: The City shall coordinate with the Florida Department of State, Division of Historical Resources, to assist property owners in applying for and utilizing available state and federal assistance programs and in the rehabilitation and adaptive re-use of historically significant housing.

³ <https://www.clermontfl.gov/DocumentCenter/View/182/Title-Page-and-Table-of-Contents-PDF>

⁴ https://library.municode.com/fl/clermont/codes/code_of_ordinances?nodetd=SPBLADECO_CH109HIPR

Policy 2.2.3: The City shall participate in efforts initiated by the South Lake Chamber of Commerce and other agencies to provide public information, education and technical assistance relating to downtown and historic preservation programs.

Policy 2.2.4: The City shall pursue available grants and alternative funding to expand the local knowledge and awareness of existing historic and archaeological sites and structures.

Policy 2.2.5: The City shall promote the designation of appropriate areas as historic districts through the development and implementation of a historic preservation ordinance which includes criteria for designating properties and guidelines for controlling standards of homes within these areas.⁵

Due to the absence of an active Historic Preservation Committee, there is currently no active plan or ongoing work to implement these five designated policies. Consequently, Objective 2.2: Historically Significant Housing has not been executed, and there are no formal actions being taken to achieve these goals.

3.4 Clermont Historic Village

The Clermont Historic Village is a unique city-owned property featuring a carefully curated collection of original, relocated, and newly constructed replica historic buildings. Under the dedicated management of the Clermont Historical Society (CHS), the village serves as a vibrant living museum showcasing the rich history of South Lake County's pioneering families. Through meticulously researched exhibits and engaging interpretive programs, visitors can explore the region's transformation from the 19th century through the pivotal era of World War II. As stated on the CHS website, the society strives to fulfill its mission by providing an immersive space where people of all ages, especially students, can gain a firsthand understanding of the challenges and triumphs of past lifestyles. Guided by the motto "To Preserve & Remember Our Past," the CHS remains committed to honoring the region's heritage and ensuring its stories continue to resonate with the community for generations to come.

The Clermont Historic Village contains an eclectic range of structures. These include buildings constructed on-site, such as the Railroad Depot and World War II Museum; relocated historic buildings, namely the Townsend House, Kern House, and Memorial Library; and replica buildings such as the Hooks Schoolhouse and Outhouse. Rounding out the village are newly constructed facilities for community use, including Grace Chapel and the Little Free Library. The Clermont Historic Village offers free public admission on Saturdays and Sundays from 1pm to 4pm. This

⁵ <https://www.clermontfl.gov/DocumentCenter/View/185/Chapter-III---Housing-Element-PDF>

community treasure is managed entirely by dedicated unpaid volunteers, who passionately devote themselves to preserving Clermont's history and heritage. To support the upkeep of the buildings, visitors are kindly requested to consider a five dollar donation.

3.5 Clermont Community Redevelopment Agency

CRA's are intended to conduct redevelopment activities in underutilized historic areas. CRA's strive for several objectives: reduce blight; increase the tax base and revenues; create additional employment opportunities; and encourage public and private investments. The Clermont CRA was established May 27, 1997 and initially encompassed 157 acres. It was expanded in 2015 to 379 acres.⁶ The CRA area includes lakefront properties along the South Lake Trail on Lake Minneola to just south of Route 50.⁷ The Clermont City Council serves as the CRA Board along with two other members appointed by City Council. The Board adopted a Community Redevelopment Plan at the time of the CRA's creation.

In 2015 the CRA updated their Community Redevelopment Plan. The plan identified six major goals and associated objectives. They are:

1. Infrastructure and Environmental Enhancements
 - a. Development of area-wide stormwater system;
 - b. Upgrade existing stormwater facilities;
 - c. Support low-impact designed "green streets" and sidewalks;
 - d. Incorporate environmentally-designed parking facilities.
2. Access and Mobility within Downtown
 - a. Develop pedestrian connections from waterfront to Montrose/Minneola;
 - b. Connect trail system to Montrose/Minneola;
 - c. Establish a district parking system to support businesses;
 - d. Create a new entryway off State Road 50 around Center Lake;
 - e. Design and install wayfinding system;
 - f. Develop Lake Avenue/West Avenue/12th Street as key linkages to Minneola/Montrose.
3. Redevelopment Support
 - a. Modify land use policies to encourage better utilization of (re)development opportunities;
 - b. Establish cost-sharing policies for infrastructure improvements;
 - c. Develop criteria to identify and support catalytic developments;

⁶ <https://www.clermontfl.gov/DocumentCenter/View/472/CRA-Redevelopment-Plan--2015-PDF?bidId=>

⁷ <https://www.clermontfl.gov/DocumentCenter/View/473/CRA-Map-November-2020-PDF?bidId=>

- d. Support land assembly, code enforcement, and demolition, for redevelopment opportunities.
- 4. Improving Physical Appearance
 - a. State Road 50 and Center Lake entryway redevelopment;
 - b. Design West Lake stormwater facility as a community amenity: “Wetland Park”;
 - c. Redesign the following as “green streets”;
 - d. Expand Incentive Grant Programs;
 - e. Open Space Enhancements;
- 5. Waterfront Development
 - a. Redesign ‘promenade’ area for greater utilization;
 - b. Establish a mooring area for boaters;
 - c. Rehabilitate West Beach Lake Edge;
 - d. Continue to enhance supporting facilities for Rowing Center;
 - e. Develop 8th Street Plaza;
 - f. Upgrade Waterfront Park Area;
 - g. Provide enhancements to Northeast Lake edge.
- 6. Economic Development
 - a. Support catalytic site opportunities;
 - b. Continue to provide incentives for the retention and recruitment of businesses along Montrose and Waterfront;
 - c. Establish funding and development partnership;
 - d. Develop joint marketing opportunities;
 - e. Continue the facade grant program and implementation of design guidelines;
 - f. Support the enhancement of the Historic Village activities and complementary developments;
 - g. Develop a loan pool to support CRA District investment opportunities;
 - h. Continue to support developments through assistance with building permits, code enforcement, and impact fees;
 - i. Provide up-to-date communication technology infrastructure;
 - j. Improve access to public restroom facilities⁸.

Since the project boundary is within the CRA district, all goals and objectives impact historic resources within this area, either directly or indirectly. However, specific goals, such as 2d: creating a new entryway off State Road 50 around Center Lake; 2e: designing and installing a wayfinding system; 3d: supporting land assembly, code enforcement, and demolition for redevelopment opportunities; 6a: supporting catalytic site opportunities; 6f: enhancing Historic Village activities and complementary developments; and 6h: assisting with building permits, code

⁸ <https://www.clermontfl.gov/DocumentCenter/View/472/CRA-Redevelopment-Plan--2015-PDF?bidId=>

enforcement, and impact fees; have the potential to impact historic resources both positively and negatively. Therefore, these goals should be carefully evaluated to ensure that any development or enhancement efforts preserve the historic character of the area while promoting growth and accessibility.

The CRA offers several grant programs, two of which, the Building Code Assistant Grant, and the Façade Improvement Grant, can be utilized in the rehabilitation of historic buildings.

1. Building Code Assistant Grant

- a. This grant “provides a \$10,000 financial grant or reimbursement to help pay eligible costs incurred by a qualified owner or tenant in making improvements that are required due to building code requirements.”⁹ This may include fire safety improvements, increasing access to those with disabilities, and facade updates.

2. Facade Improvement Grant

- a. This grant “provides a \$10,000 financial grant or reimbursement to pay eligible costs incurred by a qualified owner or tenant in making exterior improvements.”¹⁰ This may include signage, or cosmetic or structural improvements. Changes that foster Clermont history are encouraged.

Currently, the CRA does not mandate a historic preservation review before disbursing grant funds.

3.6 The Lumberyard District

The Lumberyard, a 12.3-acre site owned by the Wallace family for nearly 90 years, has played a significant role in Clermont's development history. It served as the primary lumberyard and home to Clermont Builders Supply for decades, meeting the building needs of the community long before the advent of big-box retail construction companies. Following a 3-1 vote by the Clermont City Council on December 12, 2023,¹¹ the site is now undergoing significant redevelopment.

The redevelopment plan envisions the construction of ten buildings spread across multiple parcels, along with the addition of sidewalks, parking, a lift station, improved utility infrastructure, and repairs to Carroll Street and Lake Drive. The northern part of the project is lakefront, providing residents with connections to Lake Minneola and amenities that take advantage of this prime location. The development will also benefit from proximity to the adjacent West Lake Wetlands Park and the Coast-to-Coast Champions Trail.

⁹ <https://www.clermontfl.gov/DocumentCenter/View/429/Building-Code-Assistance-Program-PDF?bidId=>

¹⁰ <https://www.clermontfl.gov/DocumentCenter/View/430/Facade-Improvement-Grant-Criteria-PDF?bidId=>

¹¹ <https://docs.clermontfl.org/WebLink/DocView.aspx?id=421969&dbid=0&repo=Clermont>

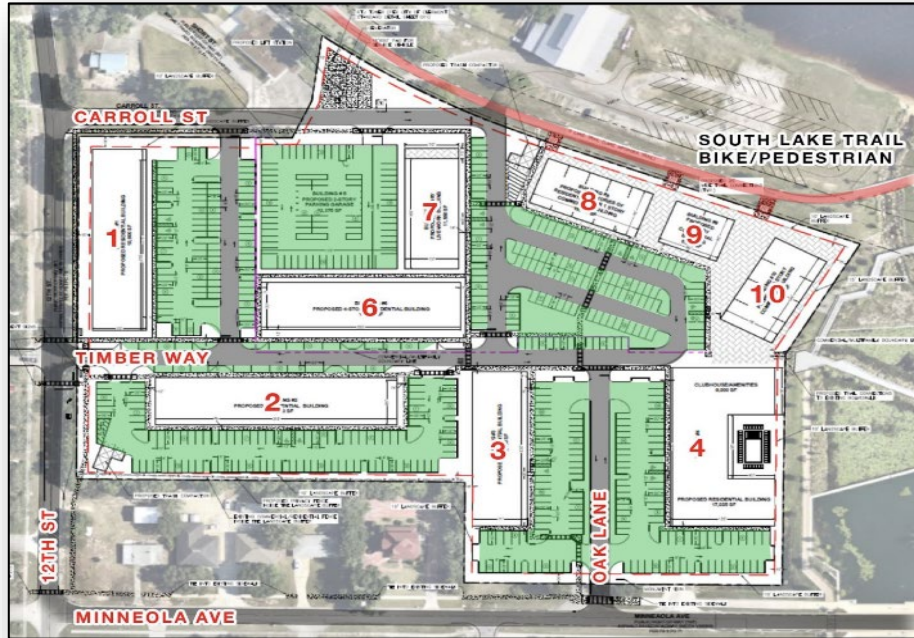


Figure 10 – Site plan by City Council in December 2023.

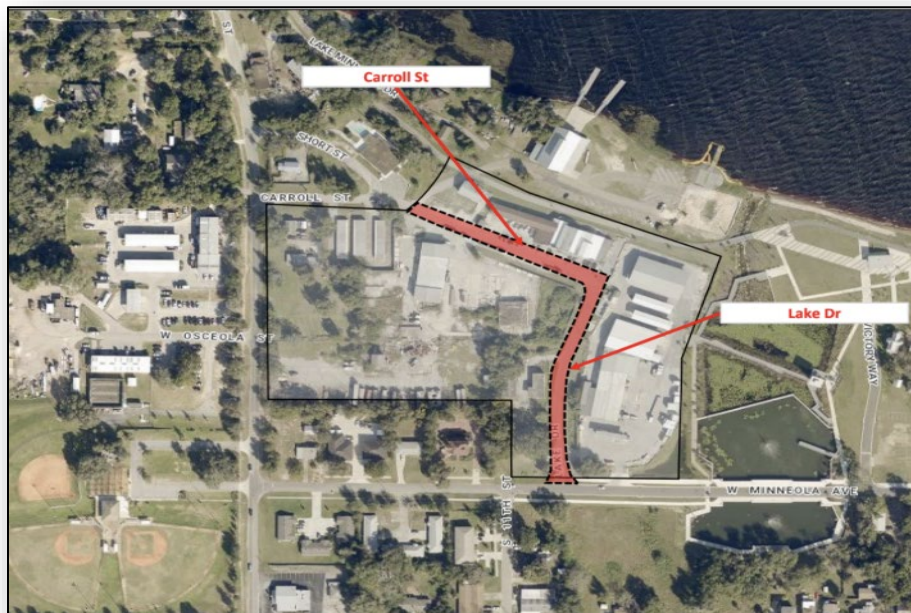


Figure 11 – Aerial view of the Lumberyard site approved by City Council in December 2023.

This new development features a mix of residential, retail, and commercial uses, including housing, restaurants, 647 parking spaces, and 1.5 miles of sidewalks. The vision is to create a vibrant, connected community hub that enhances pedestrian access to retail and commercial areas, leveraging the lakefront and nearby recreational amenities.

The site contains existing buildings and structures, four (4) of which were constructed prior to 1975 and have been recorded through FMSF forms. As of July 2024, some buildings on the property have been partially demolished, construction on new buildings has not yet started.



Figure 12 – Photo of lumberyard building to be demolished, 1000 Carroll Street (LA05472).



Figure 13 – Building in process of demolition, 1111 Carroll Street (LA05474).

3.7 Clermont Historic Resource Groups

Clermont Historic Village and The Lumberyard District each contain multiple parcels, some with buildings constructed prior to 1975. For buildings constructed 1974 or earlier, individual Florida Master Site File (FMSF) forms have been completed. Structures built after 1974 do not have individual FMSF forms; however, they have been documented and delineated within their respective historic resource group forms and reports: Clermont Historic Village is recorded as resource group LA05652 and the Lumberyard District is recorded as resource group LA05653. A map of the resource group locations is included below, and both resource group forms and a larger version of this map are included in **Appendix B, Resource Group Information**.

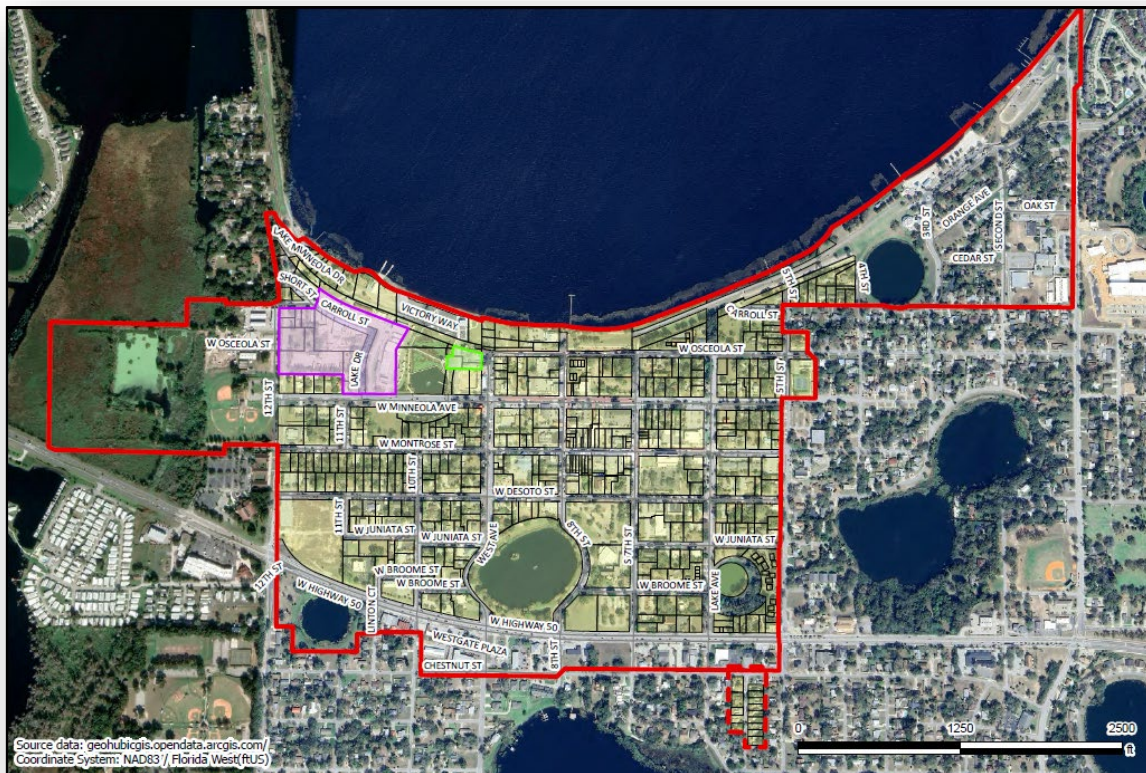


Figure 14 – Resource Group Locations Map

4.0 RESEARCH OVERVIEW AND METHODOLOGY

Extensive research was necessary to understand Clermont's history, the physical and historical context of the survey area, and its development over time. This information was used to create a historical narrative for Clermont and to prepare each FMSF form. The research, gathered from multiple and varied sources, aimed to be objective and unbiased. A historical resource survey considers not only architecture and growth trends but also the economic and environmental changes that shaped the city's development. These components were essential in completing the narrative in Section 7 and the FMSF forms (**Appendix G**), guided by a variety of sources and a standard of objective analysis.

4.1 Research Sources and Historical Data

Extensive research on the history of Clermont, including historic photographs, was gathered from a wide range of sources such as newspaper archives, reference books, and online databases. Some particularly valuable sources included:

- The Florida Photographic Collection (Online Records)
- State Archives and Library of Florida (On-Site Records)
- Library of Congress (Online Records)
- Florida State University's Strozier Library (Online Records)
- University of Florida's Smathers Library (Online Records)
- University of Central Florida RICHES Mosaic Interface™ (Online Records)
- Clermont Historic Village (On-Site Records)
- Lake County Property Appraiser (Online Records)

These sources provided useful information such as historic photographs of buildings, streetscapes, and published histories.

Historic preservation and long-range planning documents reviewed included the CRA Community Redevelopment Plan, the CRA Community Redevelopment Map, the Land Development Regulations, and the City Code of Ordinances.

Plat maps and Sanborn maps were reviewed to better understand the physical context and architectural styles of buildings constructed during specific periods, and this information was incorporated into completed FMSF forms. Maps from city and county tourism organizations, along with those from the Chamber of Commerce, were instrumental in identifying key residences, businesses, and civic buildings significant to Clermont's history.

Interviews were conducted with local stakeholders, including the following: CMS Executive Director Jenn Dougherty, CMS Board members, City of Clermont staff, Clermont Historical Society members Roxanne Brown, Dieter Grube, and Donna DiGennero, and several residents within the

survey area. The interview with Dieter Grube and Donna DiGennero was particularly beneficial, as they provided an in-depth tour of each building within the Clermont Historic Village and detailed information on all of their assets. Their extensive knowledge allowed us to handle archival information firsthand and conduct in-person research, greatly enriching our understanding of Clermont's history and artifacts.



Figure 15 - Natalie Kahler (left) and Christine Dalton (right) touring the Clermont Historic Village, guided by their knowledgeable volunteers.

4.2 Research Team and Approach

Christine Dalton, AICP (Dalton Studio, LLC) directed the team in data collection, personally conducted local stakeholder/informant interviews, researched physical files at the Clermont Historic Village and conducted research of online sources.

Dalton Studio, LLC, hired Nicholas Osborne, PhD, as a sub-consultant on the project. Mr. Osborne is a research consultant specializing in American History, based in Athens, OH. He holds a PhD in



History from Columbia University, a Bachelor of Arts in History from Johns Hopkins University, was an Andrew W. Mellon Foundation Fellow at the New-York Historical Society, and has taught at Ohio University and the University of Nevada, Reno. Mr. Osborne was responsible for online research, collecting newspaper articles, maps, and other useful information in PDF format, and creating a draft narrative of Clermont's history.

Dalton Studio, LLC also hired Kahler Consulting, LLC as a sub-consultant on the project, to research physical files in person at the State Archives and Library of Florida in Tallahassee, and to assist in field work, stakeholder interviews, and historical research. Mrs. Kahler is a Florida Main Street and historic preservation consultant.

Christine Dalton, AICP, Mrs. Kahler, and Mr. Osborne researched and wrote independently in order to ensure that the information compiled was objective and unbiased. Several virtual meetings were conducted to review the compiled research and writing, and to establish themes in the development of Clermont's history. All files were uploaded to Google Drive and shared with Clermont Main Street. The resulting historical narrative in Section 7.0 is a result of this work.

5.0 SURVEY OVERVIEW AND METHODOLOGY

In 2023, CMS applied for a Small Matching Grant from the Florida Division of Historical Resources to conduct a historic resource survey in downtown Clermont. According to the grant solicitation, survey projects “identify, document, and evaluate historic or archaeological resources individually or within historic or archaeological districts or areas being investigated for the potential of becoming historic districts or zones, or updating previous surveys.” Clermont Main Street was awarded the grant and selected Dalton Studio, LLC to conduct the survey. A kickoff meeting was held on February 12, 2024, with Christine Dalton, AICP, and staff from Clermont Main Street to discuss the survey approach, objectives, timelines, and expected outcomes/deliverables.

5.1 Survey Objectives

The survey aims to have a professional historic preservation consultant assess historic resources within downtown Clermont, updating previously recorded FMSF properties and creating FMSF forms for properties not previously surveyed. The survey focuses on buildings that are fifty years or older at the time of the survey, excluding those constructed after 1974. Additionally, the project requires a written report that includes an overview of Clermont’s history to provide context for significant time periods and themes informing the survey efforts. The survey report must conform to the provisions of *Chapter 1A-46, Florida Administrative Code*.

5.2 Fieldwork

The field survey was organized using available online information from the Lake County Property Appraiser. This information, which included all parcel numbers within the mapped survey area, was compiled into a spreadsheet containing details such as property age, use, parcel ID number, and subdivision name. This data was utilized to establish baseline information for each FMSF form.

Adjustments to the baseline information was sometimes required following field observations and/or historical research. For example, there were times when a physical address number on a building did not match what was listed in the property appraiser’s records. Additionally, there were times when only one address would exist for a parcel with multiple buildings. The resulting project spreadsheet details address changes, demolished buildings, and incorrect information on prior FMSF forms.

Given the survey area's exceptional walkability, the physical survey was conducted entirely on foot. Photographs were captured for each building, progressing street by street and block by block. The surveyor utilized lists of properties organized by street to label the photographs as they were taken. When obstructions such as trash cans or vehicles hindered clear photography, temporary images were captured for later study, to be replaced with clearer images when

visibility improved. It is important to note that some images may still have obstructions, such as vehicles, due to limitations beyond the survey team's control. While the team made every effort to minimize these obstructions, they could not require property owners to move vehicles or clean up their property. Field surveys were conducted on the following dates:

- February 12, 2024
- February 13, 2024
- February 14, 2024
- February 15, 2024
- February 16, 2024
- February 28, 2024
- March 7, 2024
- March 20, 2024

Architectural style classifications were determined based on the current list of styles available within the FMSF forms as well as referencing *A Field Guide to American Houses* by Virginia Savage McAlester for residential styles and *Tropical Splendor* by Hap Hatton for commercial styles.

If a building was being surveyed for the first time, construction dates were initially based on the parcel data available from the property appraiser's office. Following a physical visit to the site, if the build date seemed inaccurate, historic records were sought to determine the construction date. If it was clear that the property appraiser's construction date was not correct based on architectural style or construction practice, "Year listed or earlier" was written on the FMSF form.

If a building had been previously surveyed, the construction date on the first FMSF was utilized unless additional information was available. Buildings with additions, renovations, or demolition were updated to reflect those changes. Buildings in which a historical building name had been recorded previously retained that recorded name.

5.3 Florida Master Site Files

A FMSF form was prepared for any property meeting the age criteria of fifty (50) years or older. FMSF forms contain information about the building, including its location, setting, and whether or not it contributes to a historic district or is eligible for the National Register of Historic Places. The FMSF form details physical characteristics, including materials for all exterior elements (roof, windows, siding, ornamentation), as well as the building's architectural style. Lastly, the form includes information about alterations that occurred over time, and whether or not those alterations may have adversely impacted the historic character of the building. For each completed FMSF form, a photo and a map of the property is included as an attachment.

5.4 Expected Survey Results

The surveyors' prior familiarity with Clermont, combined with an initial project windshield survey in February 2024, provided them with initial expectations of what the survey would reveal. It was anticipated that the majority of historic resources would feature architectural styles such as Frame Vernacular, Ranch, and Masonry Vernacular, both in commercial and residential structures. Additionally, the surveyors expected that the majority of these structures would be considered contributing to a potential National Register Historic District.

Given that many buildings were expected to have undergone alterations since their initial construction, and with Clermont lacking requirements for historic structures, the surveyors anticipated encountering changes that could impact the buildings' historic nature. As no previous historic structure survey had been conducted in the downtown district, the attempt to understand and record changes made to buildings relied on available data such as historic documents and photos, Google Street View, and information from the Lake County Property Appraiser.

6.0 EVALUATION OF SIGNIFICANCE

Standard criteria exist to evaluate the significance of historic properties, established by the Secretary of the Interior and the National Park Service (NPS). These criteria focus on integrity and historic context, and are used to assess properties for potential inclusion in the National Register of Historic Places (NRHP).

6.1 The National Register of Historic Places

The NRHP was established through the National Historic Preservation Act of 1966. It serves as an inventory of recognized historic resources in the United States deemed worthy of preservation. The NRHP's primary purpose is to identify, evaluate, and safeguard America's historical and archaeological sites.

NRHP-listed properties offer a range of benefits. One significant advantage is eligibility for the Federal Rehabilitation Tax Credit, which provides up to a 20% credit on federal income taxes for allowable expenses incurred during the certified rehabilitation of a historic structure. Additionally, counties and cities can opt to offer ad valorem tax credits to owners of qualified historic resources through their own tax credit programs.

Furthermore, the Advisory Council on Historic Preservation (ACHP) may intervene on behalf of listed properties facing adverse impacts from federally and/or state-funded projects, permitting, and licensing. In certain cases, listed resources may also receive special consideration regarding compliance with the Americans with Disabilities Act (ADA) and building safety code requirements, although such considerations are evaluated on a case-by-case basis.

6.2 The National Register Criteria

To determine if a historic resource is eligible for listing in the NRHP, specific criteria are applied. These criteria are detailed in *National Register Bulletin 15 – How to Apply the National Register Criteria*, and are included below.¹

The criteria for listing include historic districts, sites, buildings, structures, and objects in American history, architecture, archaeology, and culture that possess integrity of location, design, setting, materials, workman-ship, feeling, and association, and:

- A) That are associated with events that have made a significant contribution to broad patterns of our history; or
- B) That are associated with lives of persons significant in the past; or

¹ *National Register Bulletin 15 – How to Apply the National Register Criteria*, (National Park Service 1998)

- C) That embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; or
- D) That have yielded, or may be likely to yield, information important in prehistory or history.

An additional set of criteria considerations are applied to properties that may not normally be considered for inclusion in the NRHP. *National Register Bulletin 15* states the following:

Ordinarily cemeteries, birthplaces, or graves of historical figures; properties owned by religious institutions or used for religious purposes; structures that have been moved from their original locations; reconstructed historic buildings; properties primarily commemorative in nature; and properties that have achieved significance within the past 50 years shall not be considered eligible for the National Register. However, such properties will qualify if they are integral parts of districts that do meet the criteria or if they fall within the following categories:

- A) A religious property deriving primary significance from architectural or artistic distinction or historical importance; or
- B) A building or structure moved from its original location but which is significant primarily for architectural value, or which is the surviving structure most importantly associated with a historic person or event; or
- C) A birthplace or grave of an historical figure of outstanding importance if there is no appropriate site or building directly associated with his or her productive life; or
- D) A cemetery which derives its primary significance from graves of persons of transcendent importance from age, from distinctive design features, or from association with historic events; or
- E) A reconstructed building when accurately executed in a suitable environment and presented in a dignified manner as part of a restoration master plan and when no other building or structure with the same association has survived: or
- F) A property primarily commemorative in intent if design, age, tradition, or symbolic value
- G) A property achieving significance within the past fifty years if it is of exceptional importance.

6.3 Nomination Types and Historic Significance

There are three types of nominations that can be submitted for consideration of National Register designation: "Individual" property, "Historic District," and "Multiple" property. Each nomination must demonstrate the property's significance at the local, state, or national level, which must be substantiated in the written nomination. Most properties within this survey have been identified as having local significance, although some are eligible for individual listing at the state and national levels.

6.4 Assessing Integrity

The NRHP requires listed properties to demonstrate "integrity" across seven aspects: "location, design, setting, materials, workmanship, feeling, and association." Establishing these aspects varies in difficulty, with some being more tangible than others. For instance, location, design, setting, materials, and workmanship are observable and straightforward for evaluators to assess. In contrast, feeling and association are intangible and demand thorough research and a deep understanding of the resource to establish. These seven aspects are crucial in confirming that a property's physical attributes accurately reflect its historical period and the associations linked with it.

It is crucial to understand that historical integrity and the condition (maintenance and repair) of a property are two different concepts. A property can still possess integrity even if it has been altered from its original state. The assessment of integrity hinges on the nature and age of the alterations, as these changes can sometimes gain historical significance in their own right. This assessment acknowledges that properties evolve over time and are not static relics. The likelihood of physical changes increases as a property ages. Therefore, a property in good condition does not automatically imply it has historical integrity, and conversely, a property with integrity may still require maintenance and repair. Understanding this distinction is essential for accurately evaluating the historical significance of properties.

When evaluating alterations in the context of significance, several factors come into play, including the type of property, its rarity, and the nature of the alteration. For example, a historic commercial building may have undergone a substantial addition over fifty years ago, in a different architectural style, effectively doubling its size. In such cases, the building may still be deemed to possess integrity based on the age and unique architectural style of the addition, as these changes could have significantly influenced the building's historical narrative.

Although the commercial building at 757 W. Montrose Street underwent alterations from its original 1920s appearance, these changes occurred over 50 years ago and are in line with architectural styles from that period. As a result, the building is deemed to have historic integrity. The alterations, including the conversion to a pharmacy in the 1950s and the transformation into Hank's Electric in 1974, reflect the architectural trends of their respective times (**Figure 16**). This adherence to historical styles and the passage of time since these alterations occurred contribute to the building's overall historic character and integrity. Consequently, the building serves as a tangible link to the past, showcasing the architectural evolution and historical context of its community.



Figure 16 – 757 W. Montrose Street (LA05589) in 2024.

When assessing resources for potential inclusion in a historic district, the evaluator must ascertain whether each resource is deemed "contributing" or "non-contributing" to the overall cohesiveness of the district. For this survey, the following guideline was applied:

Contributing: Buildings that were constructed within the potential historic district's period of significance and possess distinct historical and/or architectural significance. Contributing buildings maintain their architectural integrity and visually contribute to the district's cohesiveness.

Non-contributing: Buildings that were constructed outside of the potential historic district's period of significance, and buildings that were constructed within the potential historic district's period of significance but do not possess distinct historical and/or architectural significance. Non-contributing buildings do not maintain their architectural integrity due to major alterations and/or incompatible additions. They do not visually contribute to the district's cohesiveness due to being incompatible in scale, style, and exterior materials. For the purpose of this survey, properties constructed after 1974 are considered non-contributing.

Common alterations observed during the survey included the replacement of original windows, doors, and exterior wall cladding with different designs and materials, such as the substitution of wood with vinyl or aluminum. Other common changes included the replacement of composition or asphalt shingle roofs with metal roofs, the enclosure of eaves and rafter tails with soffit and fascia (typically vinyl or aluminum), and the enclosing of original porches.

It's important to note that a well-maintained older building could still be classified as non-contributing. This classification does not diminish the property owner's efforts but may be due to changes in the past that have altered its historic character. For instance, enclosing porches, applying stucco over brick, or constructing incompatible additions can lead to a non-contributing

status. However, many non-contributing buildings can undergo rehabilitation that is sensitive to their historic nature, potentially leading to a reclassification as contributing. Actions such as removing incompatible additions, restoring lost features, and reopening porches can help a non-contributing building be reanalyzed and reclassified.

6.5 Examples of Buildings with Integrity

The vast majority of the buildings in the survey area were determined to have integrity of location, design, setting, materials, workmanship, feeling, and association and were therefore classified as contributing to a local or national historic district.

The First National Bank, located at 702 W. Montrose Street (LA03998), was constructed in 1921 by C.D. Butt. Over the years, it has served various purposes, including as a day spa, gallery, and housing legal and medical offices. Throughout its history, the building has maintained its architectural character, which is evident when comparing photographs of the building.



Figure 17 – (Top Left): 702 W. Montrose Street (LA 03998) in 1921. **Figure 18 – (Top Right):** 702 W. Montrose Street (LA 03998) in 2005. **Figure 19 – (Bottom Left):** 702 W. Montrose Street (LA 03998) in 1997. **Figure 20 – (Bottom Right):** 702 W. Montrose Street (LA 03998) in 2024.

The Clermont Woman's Club at 655 W. Broome Street (LA00533) was constructed in 1923. Though the property is owned by the City of Clermont, the building has been continually operated as the Woman's Club since its construction. A comparison of photographs from 1949 (**Figure 21**) and 2024 (**Figure 22**) reveals that the building has undergone minimal changes over the years.



Figure 21 – GFWC Clermont Woman's Club, 655 W. Broome Street (LA00533) in 1949.



Figure 22 – GFWC Clermont Woman's Club, 655 W. Broome Street (LA00533) in 2024.

The home at 802 5th Street was constructed by Herbert F. Bailey in 1906 (**Figure 23**). The building retains much of its distinctive features, such as the two-story wraparound porch with decorative woodwork. The home is offers a glimpsed into early twentieth century craftsmanship.



Figure 23 – 802 5th Street (LA00533), built in 1906.



Figure 24 – 802 5th Street (LA05415), in 2024.

A prime example of early 20th-century commercial architecture in Clermont is the Roe Building, 798 W. Montrose Street (LA05604), constructed by Charles (C.O.) Roe and C.W. Roe in 1912. Initially home to the First State Bank of Clermont, which opened in 1913, the building reflects the Roes' business acumen and success during that period. Though the original storefront has been altered, the changes are minimal and the building retains its architectural integrity.



Figure 25 – Roe Building, 798 W. Montrose Street (LA05604), built in 1912.



Figure 26 – Roe Building, 798 W. Montrose Street (LA05604) in 2024.

Archibald Gano, the inventor of a custom tomato shipping crate, constructed his home on Minneola Avenue in 1891. In 1900, C.O. Roe acquired the property and utilized it as his winter home. Roe, a notable figure in the community, resided there seasonally until 1911. The house was purchased by new owners in 1911 who had it relocated from Minneola Avenue to its present site at 915 W. Montrose Street (LA04003). Despite being relocated, the building has had little exterior alterations in over 100 years , maintaining its historical architectural integrity.



Figure 27 – Archibald Gano House, 915 W. Montrose Street (LA04003), built 1891.



Figure 28 – Archibald Gano House, 915 W. Montrose Street (LA04003), in 2024.

6.6 Examples of Buildings Lacking Integrity

Some buildings in the survey area were determined to lack integrity of location, design, setting, materials, workmanship, feeling, or association and were therefore classified as non-contributing to a local or national historic district.

The building at 953 10th Street (LA05458), constructed in 1948, illustrates how alterations over time can significantly impact a structure's integrity. Clad entirely in modern materials with none of the original historic fabric visible, the building's exterior has been clad in vinyl siding, the original porch enclosed, and original windows exchanged for modern vinyl windows. Its current appearance (**Figure 29**) makes it challenging to differentiate from new construction, highlighting the extent to which alterations can transform a historic building.



Figure 29 – 953 10th Street (LA05458).

The building at 629 11th Street (LA05460), constructed in 1955, has undergone significant alterations from its original appearance (**Figure 30**). The porch has been enclosed, new modern trim and windows have been installed, and an addition has been added. Additionally, the entire exterior has been stuccoed, resulting in a transformed exterior that deviates significantly from its original design



Figure 30 – 629 11th Street (LA05460)

Converting a home to commercial use often involves alterations that modernize the building but can impact its historic character. For instance, 347 12th Street (LA05463) constructed in 1935, is a former residence now serving as a dental office (**Figure 31**). The building features modern siding and windows, an electrical panel on the facade, a handicap ramp for accessibility, and a modern steel door. These modifications reflect the building's adaptation to its new commercial purpose but also alter its original appearance and historical integrity.



Figure 31 – 347 12th Street (LA05463)

The building at 983 W. Desoto Street (LA05494), which has served as the home of the Lane family for decades, underwent significant alterations upon its conversion to a Montessori School in 2001. These changes, typical of many historic buildings repurposed for commercial use, include additions that are out of scale and overpower the original structure. New doors and windows were installed, and a metal railing was added. The once-open porch was enclosed, and all exterior walls now feature modern vinyl siding (**Figure 32**). However, the most notable change is the large

addition, which greatly impacts the building's integrity, as it does not harmonize with the original scale and character.



Figure 32 – 983 W. Desoto Street (LA05494)

Constructed in 1920, the building at 858 W. Minneola Avenue (LA05569) (**Figure 33**) underwent significant changes in its conversion to a commercial use. The most noticeable alteration is the enclosure of the front porch, which now features two entry doors, aluminum windows, shutters, and quoins at the corners. While the upper half of the building retains its historic appearance with a metal roof, chimney, and dormer, the lower half has been modernized to such an extent that its historic character is obscured. This example illustrates how alterations can impact the perception of a building's historic integrity, with the top portion retaining its original design and materials, while the bottom half appears distinctly modern.



Figure 33 – 858 W. Minneola Avenue (LA05569)

6.7 Potentially Eligible for Individual Listing in the National Register

Individual listing in the National Register of Historic Places requires a comprehensive analysis of both exterior and interior integrity. Since this survey project did not include interior access to properties, we have identified twelve (12) properties as potentially eligible for individual listing in the National Register of Historic Places. The findings presented here are preliminary; final determination of eligibility will require further investigation, including a thorough evaluation of interior integrity by future assessors. Consequently, the term "potentially eligible" is used to reflect the current scope of this survey. The properties determined to be potentially eligible are:

[Clermont Railroad Depot, 490 West Avenue \(LA05645\), 1925](#)

Criterion A: Community Planning & Development, Transportation

Criterion A: Transportation

- The Clermont Railroad Depot, built in 1925, was utilized by several rail lines, including the Atlantic Coast Line and the Tavares & Gulf Railroad. It played a significant role in the transportation network and community planning and development of Clermont.

Criterion C: Architectural Significance

- The Clermont Railroad Depot is an example of the Craftsman style, characterized by its low-pitched gable roofs, wide eaves with exposed rafters, decorative brackets, and the use of natural materials such as wood and masonry.



Figure 34 – Clermont Railroad Depot, 490 West Avenue, built in 1925.

Quonset Hut - WWII Museum, 490 West Avenue (LA05646), 1943

Criterion A: Military

- The Quonset hut at [Property Address], built in 1943, served as barracks during World War II. Strategically located across from and parallel to the Clermont Railroad Depot and in close proximity to the lakefront, this Quonset hut played a crucial role in military operations due to its lightweight, prefabricated design and ease of assembly. It is one of only two Quonset huts in the survey area and has remained unaltered since its construction. Currently, it is utilized as a World War II Museum, preserving its historical significance and providing educational value on wartime and post-war history.

Criterion C: Architectural Significance

- The building is characterized by its distinctive semicircular cross-section, corrugated galvanized steel construction, and prefabricated nature. Its design exemplifies functional, utilitarian architecture that addresses the need for rapid deployment and adaptability in various climates and terrains. The hut's preservation in its original condition further enhances its architectural and historical relevance.



Figure 35 – Quonset Hut – WWII Museum, 490 West Avenue, built in 1943

Clermont Masonic Lodge No. 226 F. & A.M., 865 W. Desoto Street (LA05490), 1952

Criterion A: Community Planning & Development, Social History

Criterion A: Social History

- Clermont Masonic Lodge No. 226 F. & A.M., constructed in 1952, played a significant role in the community planning and social history of Clermont. As a Masonic Lodge, it served as a gathering place for local members of the Freemasons, contributing to the social fabric and civic development of the area.

Criterion C: Architectural Significance

- The Clermont Masonic Lodge No. 226 is an example of the International style, characterized by its simple, unornamented design and functional use of materials.



Figure 36 – Clermont Masonic Lodge, No. 226 F. & A.M.,
865 W. Desoto Street (LA05490), built in 1952.

702 W. Montrose Street (LA03998), 1921

Criterion A: Association with Local Commerce

- Designed by architect C. D. Butt, this Neo-Classical Revival commercial building was originally constructed as the First National Bank. In 1930, it became the First State Bank of Clermont, playing a significant role in the local economy.

Criterion C: Architectural Significance

- The First National Bank is a notable example of the Neo-Classical Revival style, maintaining integrity of original design, workmanship, and materials.



Figure 37 – First National Bank, 702 W. Montrose Street (LA03998), built 1921

Roe building, 798 W. Montrose Street (LA05604), 1912

Criterion B: Association with C.O. Roe

- The Roe Building, constructed by C.O. Roe and his cousin C.W. Roe, opened as the First State Bank in March 1913. This was the first brick building in the city, marking a significant development in Clermont's architectural history. C.O. Roe, a notable political figure and business owner, served as the mayor of Clermont from 1917-1918 and again in 1920. The First State Bank later merged with the First National Bank.

Criterion C: Architectural Significance

- The Roe Building is a significant example of early 20th-century commercial architecture, reflecting the economic development and architectural trends of the period. Its construction as the first brick building in the city underscores its importance in the local context.



Figure 38 – Roe Building, 798 W. Montrose Street (LA05604), built 1912.

Roe Building, 792 W. Montrose Street (LA05602), 1921

Criterion B: Association with C.O. Roe

- The second Roe Building, constructed by C.O. Roe and his cousin C.W. Roe in 1921, was built in an L shape around the original Roe Building. This cohesive expansion maintained identical architectural features, seamlessly integrating the new construction with the original structure. The first Roe Building, which opened as the First State Bank in March 1913, was the first brick building in the city, marking a significant development in Clermont's architectural history. C.O. Roe, a notable political figure and business owner, served as the mayor of Clermont from 1917-1918 and again in 1920. The First State Bank later merged with the First National Bank 20 years after its establishment.

Criterion C: Architectural Significance

- The second Roe Building, constructed in 1921, is a significant example of early 20th-century commercial architecture. Its L-shaped design around the original building reflects the economic development and architectural trends of the period, with identical architectural features that cohesively expanded the original structure. While not the first brick building in the city, it continued the tradition of brick construction that began with the first Roe Building, underscoring its importance in the local context.



Figure 39 – Roe Building, 792 W. Montrose Street (LA05602), built 1921.

Fesler House, 827 W. Montrose Street (LA05607), 1900

Criterion B: Association with Sherman S. Fesler

- This frame vernacular building is associated with Sherman S. Fesler, who served as the Clermont postmaster from 1899 to 1914. Fesler came to Clermont in 1885 as a child with his parents and was elected to the city council in 1922. He also held the position of city clerk during his career. The building was moved to its present location in 1923.

Criterion C: Architectural Significance

- The Sherman S. Fesler House is a significant example of the frame vernacular style, characterized by its simple, functional design and use of local materials.



Figure 40 – Fesler House, 827 W. Montrose Street (LA05607), built in 1900.

838 W. Montrose Street (LA05608), 1881

Criterion A: Community Development

- The property at 838 W. Montrose Street, constructed in 1881, is one of the three earliest extant buildings in the area, reflecting the early development and settlement patterns of Clermont. Its construction marks a significant period in the community's growth and development.

Criterion C: Architectural Significance

- The property at 838 W. Montrose Street is a notable example of the frame vernacular style, characterized by its simple, functional design and use of local materials. As one of the three earliest extant buildings in the area, it highlights the architectural and historical significance of early construction practices in Clermont.



Figure 41 – 838 W. Montrose Street (LA05608), built in 1881.

Archibald Gano House, 915 W. Montrose Street (LA04003), 1891

Criterion B: Association with Archibald Gano

Criterion B: Association with C.O. Roe

- The property at 915 W. Montrose Street, constructed in 1891, was built by Archibald Gano, who arrived in Lake County in the 1880s. Gano owned a sawmill and invented a special tomato crate, likely produced locally, which successfully transported Clermont tomatoes nationwide. The house was later acquired by C.O. Roe from 1900 to 1910.

Criterion C: Architectural Significance

- The Archibald Gano House is a significant example of the two-story frame vernacular style, characterized by its simple, functional design and use of local materials. As one of the three earliest extant buildings in Clermont, it highlights the architectural and historical significance of early construction practices in the area.



Figure 42 – Archibald Gano House, 915 W. Montrose Street (LA04003), built 1891.

802 5th Street (LA05415), 1906

Criterion B: Association with Herbert F. Bailey

- The property at 802 5th Street, constructed in 1906, was built by Herbert F. Bailey, a significant figure in the early development of Clermont. Bailey moved to Clermont in 1902, where he became a prominent contractor and community leader. In addition to building 802 5th Street, Bailey also constructed the neighboring houses at 832 5th Street and 856 5th Street in the early 1900s. Bailey's contributions include the construction of Clermont's first school and several important community buildings, such as the Methodist Church in 1921 and the city's first hotel, the Hoobler House. His work significantly shaped the architectural and social landscape of Clermont.

Criterion C: Architectural Significance

- The property at 802 5th Street is a notable example of the Folk Victorian style and the only one of its kind in the survey area. This style is characterized by its simple folk house forms adorned with ornate decorative elements such as spindlework, brackets, and patterned shingles, reflecting the influence of the Victorian era in a more accessible, vernacular manner.



Figure 43 – 802 5th Street (LA05415), built 1906.

Todd House, 486 W. Osceola Street (LA02667), 1881

Criterion B: Association with Lester H. Todd

- The Todd House, built in 1881 by Lester H. Todd, one of Clermont's pioneers, showcases his craftsmanship and dedication. Todd, a builder from New Jersey, hand-milled all the lumber and trim used in the construction of the home. In 1884, Todd constructed the Hotel Clermont and his own home on the northeast corner of 5th and Osceola. He was one of the operators of the first sawmill on the northwest shore of Lake Winona, later known as Mill Lake.

Criterion C: Architectural Significance

- The Todd House is a notable example of the Queen Anne style, characterized by its intricate woodwork, asymmetrical facade, and decorative trim. This architectural style, combined with the unique hand-milled materials, underscores the house's historical and architectural significance.



Figure 44 – Todd House, 486 W. Osceola Street (LA02667), built in 1881.

647 Lake Avenue (LA05531), 1915

Criterion B: Association with Isaiah Benson

- The property at 647 Lake Avenue, constructed in 1915, is associated with Isaiah Benson and his wife, who began wintering in Clermont from Woodstock, VT, in 1905. The Bensons purchased the block from Lake Avenue to Fifth Street and from Montrose to Minneola Avenue, where they built three homes on Lake Avenue between Montrose and Minneola.

Criterion C: Architectural Significance

- The house at 647 Lake Avenue is an excellent example of the frame vernacular style, characterized by its simple, functional design and use of local materials. This building reflects the regional architectural style and building practices in Clermont in the early 20th century.



Figure 45 – 647 Lake Avenue (LA05531), built 1915.

7.0 HISTORY OF CLERMONT

Clermont, Florida, is located about thirty miles west of Orlando in southern Lake County. Its most notable geographic features are related: it is situated among the highest points in the state (the highest outside of the Florida Panhandle area), with rolling hills punctuated by numerous lakes. As a 1941 description of Clermont put it, the town lies in the “Alps of Florida.”¹ The central core of Clermont is located between two of the region’s largest lakes: Minneola on the north and Minnehaha on the south. The relatively high elevation meant that thousands of years ago when sea levels were much higher, the region surrounding Clermont was comprised of shallow islands—a legacy that left behind relatively sandy and clay-laden soil as the waters receded, richly laced with nutrients derived from eons of decayed and fossilized marine life.

This geological and geographic condition led to many of Clermont’s most notable economic opportunities over the past century-and-a-half. Its rich soil helped it to become Florida’s major production center for tomatoes in the late-nineteenth century and then, in the mid-twentieth century, positioned Clermont at the heart of the state’s rapidly expanding citrus industry. The diatomite mineral that derived from some of the marine life fossils also became the source of an important extractive industry for Clermont—in turn spurring the creation of several manufacturing concerns—from the 1920s to the 1940s. Meanwhile, the hills and lakes positioned Clermont as a magnet for tourists—and outdoor recreation more generally—from the moment it was founded in the 1880s.

As one 1917 observer put it, describing the two main draws of the Clermont area: “The hill country between Eustis and Clermont in Lake County, Florida, is deservedly famed for its beauty and fertility.”² As will become clear in the pages below, the primary importance of Clermont’s relatively unique landscape has been to drive the town through a series of boom and bust cycles. These have repeatedly been met by local ingenuity as a combination of long-established Clermont families and newcomers have come up with a series of new ways to prosper on the basis of Clermont’s abundant natural resources.

7.1 Pre-City settlement (10,000BC-1879 AD)

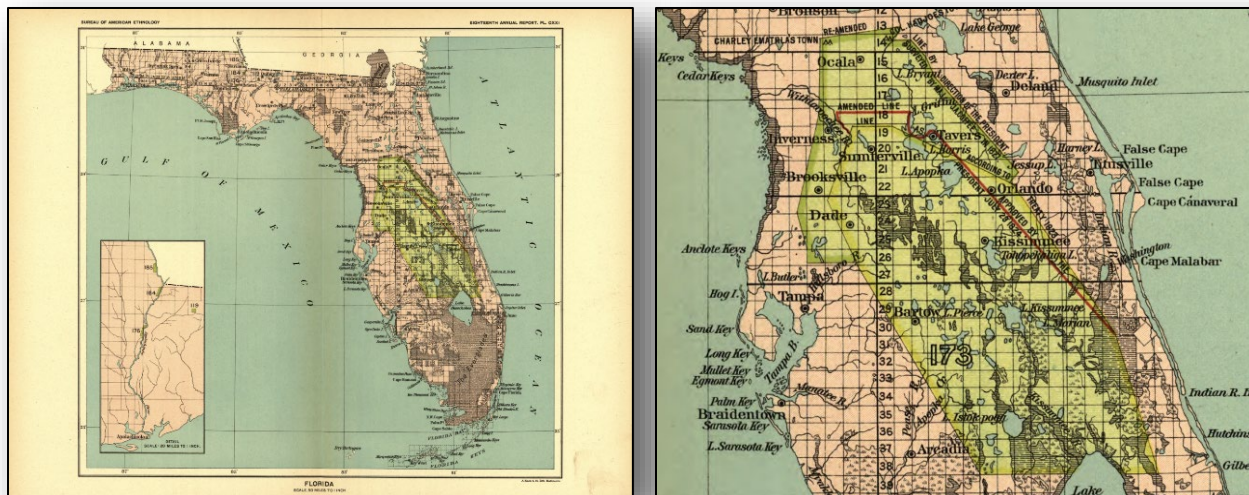
The substantial natural resources in the Clermont area no doubt account for the fact that Native Americans resided on and used this land for thousands of years before there was a town of Clermont. When European explorers came to the region, what is now Lake County represented the southern edge of the Timucuan-speaking people.³ Three wars would be fought in the 1800 between the United States Government and the Native American people. The First Seminole

¹ “S. P. Odors,” *Sandspur* 46, no. 27 (May 7, 1941).

² J. H. Reese, *Florida Flashlights: A Thousand and One Facts Concerning the History, Development, Resources and Possibilities of the Great Peninsula State* (Miami: The Hefty Press, 1917), 10, <https://ufdc.ufl.edu/UF00055626/00001/images/9>.

³ Jerald T. Milanich, *The Timucua* (Cambridge, MA: Blackwell, 1996), xvii.

War (1817-1818) arose out of ongoing disputes between settlers and the Native Americans and resulted in the Native Americans moving further south in Florida, including the area now known as Clermont.⁴ The Treaty of Moultrie Creek in 1823 would formally designate the Clermont area as part of the Native American Reservation.



Figures 46 & 47 – Maps of the 1823 Treaty of Moultrie Creek reservation boundaries⁵

The Second Seminole War came about in reaction to the Treaty of Payne's Landing. The new treaty reclaimed Native American land in Florida for the United States government.⁶ In 1842, Congress adopted the Armed Occupation Act to give land to settlers in exchange for militia service.

Native American frustration over the inadequacy of remaining reservation land sparked the Third Seminole War in the 1850s, which eliminated most of the remaining Native American presence in the area.⁷ Many Lake County-area place names still gesture to this history, today. "Astatula," for example, is a compound of the Creek word "isti" (people) and the Timucuan word "atula" (arrow). "Yalaha" is the Creek word for orange.⁸

In the few decades after the Third Seminole War, the area that would become Clermont remained largely unsettled. Nevertheless, scattered individuals and families made their way to

⁴ <https://ftking.org/the-treaty-of-moultrie-creek/>

⁵ Royce, Charles C, and Cyrus Thomas. Indian land cessions in the United States. 1899. Pdf. Retrieved from the Library of Congress, <www.loc.gov/item/13023487/>.

⁶ <https://dos.fl.gov/florida-facts/florida-history/seminole-history/the-seminole-wars/>

⁷ Ormund Powers, "Disputes with the Seminoles Came to a Head in the 1850s," *Orlando (FL) Sentinel*, February 9, 2000.

⁸ Ormund Powers, "Florida's Immigrant Tribes Live On in the Names They Left," *Orlando (FL) Sentinel*, August 31, 1994.

its immediate surrounding areas in the 1870s and 1880s. Perhaps most prominently, Herring Hooks—originally from Georgia but having purchased a homestead in Yalaha—first set off on a hunting trip to the region in 1874. He was sufficiently enamored of the area that he bought a tract of land on a peninsula on the north shore of Lake Minnehaha which became known as Hook’s Point (and later as Margaree Gardens). While Herring Hooks never lived permanently in Clermont, many of his sons also bought land there, establishing the Hooks as members of one of the prominent Clermont families when the town was formally organized.⁹

7.2 Clermont’s First Boom and Bust (1880-1910)

One of Herring Hooks’s sons, Thomas, played a key role in developing the area as an agent of the Florida Land and Colonization Company, a speculative venture backed by British backers and run by Henry S. Sanford, who had acquired tens of thousands of acres in central Florida after the Civil War. In part to demonstrate the value of that land, he established the town of Sanford near Orlando and proceeded to quickly plat and grade streets and build all of the “amenities” a town could want: a general store, a hotel, a telegraph office, and several processing facilities for produce that could be nurtured on surrounding lands.¹⁰ Running out of money, he found British investors to form the Florida Land and Colonization Company, which in turn bought more Florida land and tried in part to flip it to other developers who might try to replicate Sanford’s approach. In 1884, Thomas Hooks found such a group in four men from the North: Thomas Steele, William House, Alfred Beers, and Arthur Wrotnowski, who founded the Clermont Improvement Co., which ultimately bought about 15,000 acres in what was then Sumter County to found their own “model” community.¹¹

Three of the four Clermont Co. founders (all except Beers) hailed from Vineland, NJ, which itself had been created in the early 1860s as a planned community. Charles K. Landis, the founder of Vineland, had added a number of stipulations to purchasers of lots: among other expectations, they were required to build a house within a year, plant shade trees on their frontage to ensure the town’s health, and had to clear and cultivate a minimum amount of land every year.¹² Landis also “designed a model town of a mile square” that he located in the center of the 30,000-acre tract of land between Philadelphia and Atlantic City that he bought for the project, on which he planned sites for “residences, business, and manufacturing purposes, which would be a center of trade, and all sorts of conveniences to the entire colony, and a home market.”¹³ This vision was echoed by the Clermont Improvement Co., which dispatched Wrotnowski to their land in

⁹ Doris Bloodsworth, ed., *Clermont: From Gem of the Hills to Choice of Champions; A History of Clermont, Florida* (Clermont, FL: Cooper Memorial Library Association, 2019), 10-11.

¹⁰ Richard J. Amundson, “The Florida Land and Colonization Company,” *Florida Historical Quarterly* 44, no. 3 (January 1966), 167-68.

¹¹ Bloodsworth, *Clermont: Gem of the Hills*, 16-18.

¹² Charles K. Landis, *The Founder’s Own Story of the Founding of Vineland, New Jersey* (Vineland, NJ: Vineland Historical and Antiquarian Society, 1903), 11-12.

¹³ Landis, *Founder’s Own Story*, 12.

Florida to survey it and lay out a street grid before nearly any other work to sell land or build the town was undertaken. Wrotnowski, who had been born in the French town of Clermont-Ferrand, inspired the town's name.



Figure 48 – Detail from 1884 plat map of Clermont,
 showing town lots on the left and country lots on the right. (Source: Florida Memory,
<http://www.floridamemory.com/items/show/323105>.)

Landis's example for the Clermont Improvement Co. founders was clear in other ways, as one of their early promotional brochures laid out a very similar vision to that which he expressed for Vineland: "each purchaser of land [in Clermont] is required to enter into an agreement that he will improve his land . . . by erecting a building for business purposes, or a dwelling house, or by setting out an orange grove or other fruit, to keep his place clear of nuisances, set shade trees and plant grass by the roadside, to maintain sidewalks, etc., which will add greatly to the beauty and health of the place, and enhance the value of property."¹⁴ For those of a more mercenary outlook, an October 1884 advertisement in a New Jersey newspaper pitched Clermont to a specifically Northern audience as a place for "winter homes and farms," adding after a long list of potential agricultural products that could be grown there that there would be "no winter to delay your work."¹⁵

¹⁴ Quoted in Bloodsworth, *Clermont: Gem of the Hills*, 19.

¹⁵ "Florida," *Bridgeton (NJ) Pioneer*, October 16, 1884, <https://chroniclingamerica.loc.gov/lccn/sn87068192/1884-10-16/ed-1/seq-5/>.

With this vision in mind, the Clermont Improvement Co. got quickly to work. By June 1884, a Palatka newspaper reported that “already the purchasers have begun work by the erection of a hotel and a mill, and cutting several miles of avenue, under the superintendence of their engineer [sic], A. F. Wratnowski [sic], of Philadelphia.”¹⁶ And quickly, people did come and almost immediately began to shape Clermont’s built environment in ways which are still felt today. In 1884, for example, builder Lester H. Todd relocated from New Jersey and constructed the Hotel Clermont (later the Maxham Hotel and then the Lakeview Hotel) at the corner of Minneola Avenue and 8th Street, planting the first seed of Clermont’s hospitality industry.¹⁷ Two other important Clermont hotels that would draw tourists into the mid-twentieth century began life as private residences at about the same time. Early general store owner Malcomb E. Wilson’s private residence at 481 Minneola would later be known as the Gables.¹⁸ Meanwhile, William House—who stayed on in Clermont as a lawyer after the collapse of the Clermont Improvement Co.—built a grand four-story house at 620 Montrose (at the corner of Lake Avenue), that the Hoobler family bought sometime after House’s death in 1891. This is why that building’s first hotel incarnation became known as the Hoobler House (later, it was the Montrose Hotel and then the Palm Park Inn).



Figure 49 – Hotel Clermont, pictured about 1895. (Source Florida Memory, <http://www.floridamemory.com/items/show/1827>.)

¹⁶ “State Press,” *Palatka (FL) Daily News*, June 13, 1884, <https://chroniclingamerica.loc.gov/lccn/sn89070049/1884-06-13/ed-1/seq-1/>.

¹⁷ Bloodsworth, *Clermont: Gem of the Hills*, 28.

¹⁸ Bloodsworth, *Clermont: Gem of the Hills*, 28.

The City of Clermont officially incorporated in 1891 with twenty-four voters and Charles Henry Goodenough was elected their first mayor.¹⁹ The Great Freeze of 1895 devastated Clermont (and much of agricultural Florida), causing many residents to abandon their property. The City was dissolved as a result and did not reestablish itself until December 26, 1916.²⁰ Minutes from that meeting record the election of both a Mayor and City Council members.²¹

Early arrivals also established the stretch of Montrose around 7th and 8th Streets as Clermont's downtown business core. These included Malcomb Wilson (he built a general store at Montrose and 8th), C. S. Collins (he built a store at the corner of Montrose and 7th), and Joseph Tarpey (a carpenter who owned a general store on Montrose between 7th and 8th).²² James and Sallie Townsend—Clermont's first African American residents, who moved to town in 1887—likewise ran a retail store, despite their primary occupations being farmer and midwife, respectively.²³ (Although it was outside of the core downtown area, this nevertheless speaks to the economic opportunity that early Clermont afforded.) The Clermont Methodist Church, built around 1891, stood near Broome and 7th; while that original structure has since been replaced, that block is still the location of the First United Methodist Church of Clermont.²⁴ Around 1884 or 1885, Todd also built one of the oldest houses still standing in Clermont—a Victorian at 5th and Osceola with a distinctive angled corner entry among other architectural flourishes.²⁵ (It also is sometimes called the "Harden House," after John Harden, a later owner who was shot and killed in his driveway in 1975 and is reputed to haunt the house—the subject of an *Unsolved Mysteries* television episode in the early 1990s.²⁶)

¹⁹

<https://www.google.com/books/edition/Clermont/bY4ZqI4zXt4C?hl=en&gbpv=1&dq=Mayor+Charles+Goodenough+Clermont&pg=PA8&printsec=frontcover>

²⁰ <https://www.newspapers.com/article/the-tampa-tribune/100092591/>

²¹ <https://docs.clermontfl.org/WebLink/DocView.aspx?id=292517&dbid=0&repo=Clermont&cr=1>

²² Bloodsworth, *Clermont: Gem of the Hills*, 8.

²³ Clermont Historic Village, "Townsend House," <https://clermonthistoricvillage.org/townsend-house/>; and Bloodsworth, *Clermont: Images of America*, 37.

²⁴ Bloodsworth, *Clermont: Gem of the Hills*, 36-37.

²⁵ Bloodsworth, *Clermont: Gem of the Hills*, 28-29.

²⁶ Mike Grogan, "Ghost of Clermont Home's Previous Owner Hasn't Been Heard From," *The Ledger*, October 30, 2003, <https://www.theledger.com/story/news/2003/10/30/ghost-of-clermont-homes-previous-owner-hasnt-been-heard-from/26081629007/>.



Figure 50 – Lester H. Todd Residence, pictured here circa 1900. (Source: Florida Memory, <http://www.floridamemory.com/items/show/1761>.)

By 1886, one newspaper reported that “some 35 or 40 buildings have been built in Clermont in the last eighteen months.”²⁷ Of the 37 people and businesses identified in an overview of Clermont’s activities from the same year, there was one hardware store, one saw mill, one blacksmith shop, and six carpenters—a testament to the need to build the town more or less from scratch. The town’s total population was listed as 100. At that point, “Orlando [was] the nearest banking place, railroad, express and telegraph station,” though Clermont was on a stagecoach line with three trips per week that could take you to Yalaha.²⁸ This line was operated by early Clermont resident A. B. (Tony) McNiece.²⁹

²⁷ “Florida,” *Savannah (GA) Morning News*, June 10, 1886, <https://chroniclingamerica.loc.gov/lccn/sn82015137/1886-06-10/ed-1/seq-5/>.

²⁸ John R. Richards, comp., *Florida State Gazetteer and Business Directory*, 1886-7, I (New York: South Publishing Company, [1886]), 112, <https://ufdc.ufl.edu/AA00054252/00002/images/123>.

²⁹ Bloodsworth, *Clermont: Gem of the Hills*, 34.

Despite the promising start, the Clermont Improvement Co. was on a financially rocky footing and it failed within a few years. The failure in turn threatened the Florida Land and Colonization Co., which the Clermont organization still owed quite a bit of money to. While the later company held on for a few more years, it finally dissolved in 1892.³⁰ In this way, Clermont's first half-decade was representative of a longer-term cycle of boom and bust that would characterize much of Florida real estate and business throughout the twentieth century as well.

Land speculation in Florida in the early years was difficult in part because so much depended on securing adequate transportation—it did not matter how “healthful” your town’s air was or how “productive” its surrounding soil was if you could not easily get people and building supplies into the area and crops and other products out. An 1886 advertisement that ran in several national periodicals soliciting migrants to buy land in Clermont captured this dynamic as it described the town as “perfectly healthy; in the beautiful clear water lake region. First-class Orange and Early Vegetable Land. Two railroads now building.”³¹ And indeed, Clermont did eventually succeed in securing rail access. In summer 1886, a Florida newspaper reported that the Tavares, Apopka and Gulf (later just the Tavares and Gulf) Rail Road began “pushing on toward Clermont.”³² In a sign of how difficult that effort was, however, half a year later the same newspaper was only reporting that “the time is now near at hand when the T., A. & G. whistle will be blown in the listening ears of the people of Minneola and Clermont.”³³ In 1887, the Orange Belt Railway began to extend its line from Sanford to St. Petersburg on the Gulf Coast—and Clermont merited a stop.³⁴ Peter Demens, a Russian aristocrat-turned-Florida developer, had purchased the Orange Belt line a few years earlier, and his cultural background was evident in the design of the Orange Belt rail depot, one of Clermont's most noteworthy early buildings. (Demens likewise named St. Petersburg after the grand Russian city that was his birthplace.³⁵)

³⁰ Richard J. Amundson, “The Florida Land and Colonization Company,” *Florida Historical Quarterly* 44, no. 3 (January 1966), 167-68.

³¹ See: “Florida. Clermont, Sumter Co.,” classified advertisement, *Christian Advocate* (Nashville, TN), October 2, 1886; and “Florida. Clermont, Sumter Co.,” classified advertisement, *American Agriculturist*, November 1886, 484.

³² “State News,” *Weekly Floridian*, August 26, 1886, <https://chroniclingamerica.loc.gov/lccn/sn82015289/1886-08-26/ed-1/seq-4/>.

³³ “State News,” *Weekly Floridian*, March 24, 1887, <https://chroniclingamerica.loc.gov/lccn/sn82015289/1887-03-24/ed-1/seq-4/>.

³⁴ Clermont Historic Village, “RailRoad [sic] Depot,” <https://clermonthistoricvillage.org/rail-road-depot/>.

³⁵ Doris Bloodsworth, *Clermont: Images of America* (Charleston, SC: Arcadia Publishing, 2010), 12.



Figure 51 – Tavares and Gulf rail depot, circa 1900. (Source: Florida Memory, <http://www.floridamemory.com/items/show/1839>.)

While the railroad lines were essential to Clermont’s early growth, the fact that they skirted the southern shore of Lake Minneola is telling about how equally important Clermont’s water resources were to its early development—in part as a means of transportation. For example, G. W. Hull built a steamboat in 1888 to run both freight and passengers between Clermont and Highland City.³⁶ In 1889, Hattie Daggett—who a few years earlier had spearheaded the settlement of Monte Vista, just to Clermont’s south—supervised the construction of a canal from Crescent Lake to Lake Minnehaha, which was primarily motivated by the desire to easily move crops to Clermont’s rail depot.³⁷ The fact that water transportation remained so important to Clermont for decades to come may have spurred local inventor Charles R. Short to develop the “sawboat,” which “from 1906 to 1939 [was] the most effective destroyer” of the invasive water hyacinth which had clogged waterways throughout central Florida beginning around 1890. Short’s design entailed the positioning of twelve-inch circular saws in the front and on both sides of a seventeen-foot boat that simultaneously cut through the floating plant (killing it in the process) while serving as propellers.³⁸

³⁶ “Georgia and Florida,” *Morning News* (Savannah, GA), November 29, 1888, <https://chroniclingamerica.loc.gov/lccn/sn86063034/1888-11-29/ed-1/seq-6/>.

³⁷ Bloodsworth, *Clermont: Gem of the Hills*, 45.

³⁸ George E. Buker, “Engineers vs Florida’s Green Menace,” *Florida Historical Quarterly* 60, no. 4 (April 1982), 421-22.

What crops were the rail and water lines moving to market in these days? While Clermont would eventually be primarily identified as a citrus town, it was the tomato crop that first rocketed the small town to agricultural fame in the late nineteenth century. While locals had grown tomatoes at a modest scale from Clermont's early days, the industry really took off around 1890. According to the *Tavares Herald*, Clermont farmers doubled their planted acreage from 500 acres in 1889 to 1,000 in the 1890 season.³⁹ By 1894, there would be roughly 3,000 acres of tomatoes in production.⁴⁰ As early as 1893, Clermont even merited mention in the famous Baedeker's travel guide to the United States as a "tomato-growing centre."⁴¹ This was partly due to the area soil's suitability for tomatoes, but also because it was well-positioned to grow them during the winter months when they could then be profitably shipped north to colder areas that could not grow tomatoes until summer. As local farmer R. C. Hooks explained in 1891, "the most important" things needed to grow winter crops are "to get a place that is protected against frost and second, one that is accessible to a railroad."⁴² The first condition he attributed to a protective effect of Clermont's hills and lakes, while the second of course was a concern of the town's founders from the outset. A newspaper reported that spring that the Tavares and Gulf Railroad alone was "hauling from 1,000 to 2,000 crates of tomatoes every day from Clermont, Mineola and Oakland."⁴³

It seems likely that many if not all of those crates were produced locally by Archibald Gano, who designed a special tomato crate and produced it at his sawmill on Lake Minneola.⁴⁴ Gano, a Vineland transplant, built a two-story home on Minneola Avenue in 1891 that is one of Clermont's relatively few remaining structures from that era. He sold it in 1900 to C. O. Roe, who spent winters there until 1911, when he in turn sold it to Stella Thompson—who moved it to 915 Montrose, where it still stands today having been run as a shelter for women and children as well as a bed-and-breakfast known as the Mulberry Inn, among other uses.⁴⁵

³⁹ "Floridiana," *Florida Agriculturalist*, November 13, 1889, <https://chroniclingamerica.loc.gov/lccn/sn96027724/1889-11-13/ed-1/seq-9/>.

⁴⁰ Rick Reed, "Lake County History: Did You Know?," *Daily Commercial* (Leesburg, FL), July 22, 2018.

⁴¹ Karl Baedeker, ed., *The United States with an Excursion into Mexico: Handbook for Travelers* (Leipzig: Karl Baedeker, 1893), 362.

⁴² R. C. Hooks, "Growing Tomatoes," *Florida Agriculturalist*, April 1, 1891, 178.

⁴³ "Florida," *Morning News* (Savannah, GA), April 19, 1891, <https://chroniclingamerica.loc.gov/lccn/sn86063034/1891-04-19/ed-1/seq-12/>.

⁴⁴ Ormund Powers, "Tomato Crop Blossomed in 1890s Clermont," *Orlando (FL) Sentinel*, June 12, 1996.

⁴⁵ Bloodsworth, *Clermont: Images of America*, 12; and Sharon Keeble, "Citrus Cabanas Are the 'Niche' for Downtown Short-Term Rentals," *News-Leader*, June 29, 2023 (updated), https://www.midfloridanewspapers.com/clermont_news_leader/citrus-cabanas-are-the-niche-for-downtown-short-term-rentals/article_7f767cc4-15e1-11ee-8f98-f706305a72fb.html.



Figure 52 – Gano House (later Thompson House and Mulberry Inn), pictured here in 1912.
 (Source: Florida Memory, <http://www.floridamemory.com/items/show/1713>.)

While some of Clermont’s earliest residents—in contrast to the bankrupt Clermont Improvement Co.—found economic success in the early years, the town itself remained relatively small. The 1895 edition of a state business directory identified Clermont as having a population of about 300—and listed roughly 60 fruit and vegetable growers. Taking away the forty or so schoolchildren that the directory indicated and noting that the list of growers included only the farm owners, it seems apparent that well more than half of the families in Clermont at this point were engaged in agriculture.⁴⁶ This was a particular problem when the Great Freeze of 1894-95 decimated the tomato crop. Over the long-term, this spelled the end of Clermont as a tomato town—and ultimately set up its future, several decades later, as a citrus power. In the short-term, it caused some early residents to exit the town, leaving a vacuum that attracted new families to the area such as the Roes, who would substantially shape Clermont’s next major phase of growth in the early twentieth century.⁴⁷

⁴⁶ George T. Belding, comp., *Florida Gazetteer and State Business Directory: 1895* (Atlanta, GA: Franklin Printing and Publishing Co., 1895), 81, <https://ufdc.ufl.edu/AA00054254/00001/images/84>.

⁴⁷ Bloodsworth, *Clermont: Gem of the Hills*, 60-62.

Another family who would shape the community arrived in 1887. James and Sallie Townsend were the first black settlers in Clermont and still have descendents in the area 137 years later.⁴⁸ The couple founded the St. Mark African Methodist Episcopal Church and James served as its first pastor, as well as a school for black children. Sallie became the foremost midwife in the area to both black and white families, delivering over 1000 children. Sallie would also found a medical clinic.⁴⁹ The Townsend home was moved to become part of Clermont's Historic Village and is open to the public.



Figure 53 – James and Sallie Townsend (Source: Clermont Historic Village).

⁴⁸ <https://www.newspapers.com/article/the-orlando-sentinel-townsend-church-and/151520414/>

⁴⁹ Bloodsworth, *Clermont: Gem of the Hills*, 37.



Figure 54 – The Townsend Home. (Source: Clermont Historic Village).

7.3 Rapid Expansion and Diversification (1911-1930)

While Clermont persisted after the Great Freeze, its population was back down to only around 100 people as late as about 1910.⁵⁰ But less than a decade later, its population had increased five-fold. By that point, Clermont had “electric lights, [boarded] shaded streets, cement walks, artistic parkways, fine homes and a good hotel, a bank, club house, school system, public library, a pure water system and a Board of Trade. Has Baptist and Methodist churches and a weekly newspaper,” along with telegraph, telephone, and express services, a movie theater, a jeweler, a car dealership, and the Reliance Garage.⁵¹ By 1923, a profile in the *Tampa Tribune* that started with a description of Clermont’s natural beauty claimed that “you would know from the looks of the town and the great groves of oranges about it that it is the favored child of the tourist and the rich.”⁵² This reinvigoration and reimagining of Clermont was furthered substantially in the 1920s by the takeoff of the citrus industry in the surrounding farmland, but it actually began earlier with an infusion of new investment.

Perhaps nothing exemplified this moment better than Charles (C.O.) Roe and C. W. Roe’s construction of the Roe Building at 790 Montrose in 1912, which initially hosted the First State Bank of Clermont (opened in 1913).⁵³ The Roes were so successful in their efforts during these

⁵⁰ *Florida Gazetteer and Business Directory, 1911-1912* (Jacksonville, FL: R. L. Polk & Co., 1911), 82, <https://archive.org/details/floridagazetteer1911rlpo/page/82/>.

⁵¹ *Florida State Gazetteer and Business Directory, 1918* (Jacksonville, FL: R. L. Polk & Co., 1918), 111-12, <https://archive.org/details/rpolkcosflorida01rlpo/page/n213/>.

⁵² “Clermont on the Rim of the Highest Lake of All Lovely ‘Alpine Florida,’” *Tampa (FL) Tribune*, April 29, 1923.

⁵³ Bloodsworth, *Clermont*, 96.

years that they expanded the Roe Building in the early 1920s, building in an L-shape around the initial building on the corner, thereby expanding its frontage on both Montrose and 8th Street. The Roe Building would host a number of businesses over the years, including the post office (starting in 1925) and various retail establishments. Apartments eventually occupied the upper floors.⁵⁴



Figure 55 – Roe Building, pictured circa 1920. (Source: Florida Memory, <http://www.floridamemory.com/items/show/1791>.)

Reminiscing in the early 1990s, Oakley Seaver—a descendent of the first person to build a house in the area after the Civil War and Clermont’s longtime postmaster—captured the way that the Roe Building represented the vanguard of a broader transformation of the town’s built environment during the 1910s and 1920s. Born in 1916 and a lifelong Clermont resident, Seaver recalled that the Roe Building was “the only building downtown that I haven’t seen built.”⁵⁵

⁵⁴ “Clermont,” *Orlando (FL) Morning Sentinel*, March 1, 1925, <https://ufdc.ufl.edu/UF00079944/04014/zoom/11>.

⁵⁵ Pat Flood, “Lifelong Resident is City’s Biggest Fan,” *Orlando (FL) Sentinel*, May 13, 1993.

Seaver was perhaps thinking of other iconic structures that still define Clermont's core downtown area, including the former Reliance Garage (650 8th Street, **Figure 56**) and First National Bank (701 Montrose) buildings, both of which were constructed in 1921. The importance of the bank building in symbolizing the "new Clermont" of the 1920s is indicated by a 1924 advertisement (**Figure 57**), which includes a picture of the bank—the only business whose location has a photograph—prominently at the top.

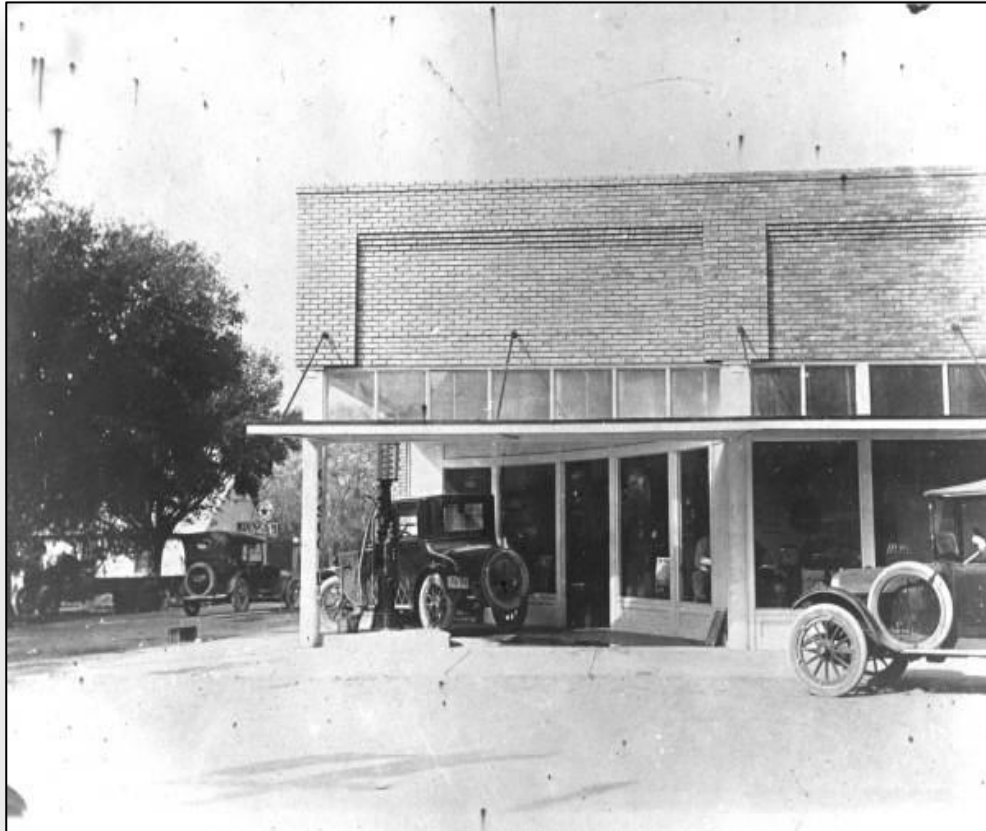
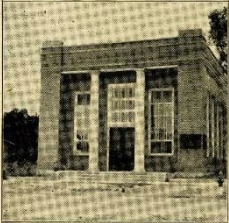


Figure 56 – Early photograph of the Reliance Garage, built in 1921. (Source: Florida Memory, <http://www.floridamemory.com/items/show/1753>.)

While downtown Clermont saw a building spree during the 1910s and 1920s, this was very much in the spirit of redeveloping a central core business district that had existed practically from the town's founding.

CLERMONT FLORIDA

FIRST NATIONAL BANK



Under supervision
of the Federal
Government

Small enough to
know you.
Large enough to
protect you.

Comfortable rest
rooms for ladies
and gentlemen.

CLERMONT MOTOR COMPANY

L. H. Zinsser, Prop.
LINCOLN—FORD—FORDSON
Authorized Sales and Service. Tires, Accessories.

THE CLERMONT HOTEL

A GOOD Hotel. Modern, Comfortable, Homelike
Commercial Rates
Mrs. Johnson, Mgr. O. A. Deering, Prop.

REXALL DRUG STORE

Licensed Pharmacist in charge Prescription Depart-
ment—100% Sanitary Soda Service
DRUGS—SUNDRIES—CANDIES—CIGARS

W. N. McKINNEY, Realtor

Fesler Building
Real Estate—Rentals—Loans—Insurance

J. U. JOHNSON

General Merchandise
Fancy Groceries—Fresh Fruits—Cold Drinks

O. K. ICE COMPANY

F. B. Kreider, Prop.
DOGON GOOD ICE

Figure 57 – 1924 Advertisement for Clermont businesses. (Source: Florida Memory, <http://www.floridamemory.com/items/show/318844>.)

These new “modern” buildings served the town’s rapidly growing population—but these residents also needed places to live. Consequently, this period was a time in which a number of new subdivisions came into being as well. One prominent example was the Lake Highlands Co. that Stuart Bowman (from Huntington, WV) and associates founded in 1913. In a sense, this organization represented a throwback to the original plan of the Clermont Improvement Co., as it bought roughly 10,000 acres to the east and north of the city with the intention of developing a combination of in-town lots—the eastern portion of their purchase, which they called Clermont Heights—and 10-acre or larger farming tracts in the northern part of their holdings. The farming tracts would prove particularly important in Clermont’s long-term trajectory, as the Lake Highlands Co. specifically pitched them as suitable for citrus production—at a time when less than 200 acres of land in the Clermont area was devoted to these crops. The number of acres

planted would be greater than 800 less than two years later, as a result of this effort. But in the near-term, the residential development was equally important—starting with the grand Lake Highlands Clubhouse that they opened at 151 E. Minnehaha Ave. in March 1914, which anchored the residential development by offering dining, meeting spaces, and the opportunity for social communion for the at that time isolated neighborhood.⁵⁶



Figure 58 – Lake Highlands Clubhouse, circa 1915. (Source: Florida Memory, <http://www.floridamemory.com/items/show/138819>.)

As both locals and newcomers alike constructed new buildings through the 1910s, they increasingly sought a higher quality of life. Perhaps nothing signals this more clearly than the fact that in the space of roughly two months in February and March 1915, a series of entrepreneurial residents significantly expanded the city’s telephone service, established its first electric lighting, and brought its first movies (via a portable projector) to town. By 1916, long distance telephone service, the full lighting of the business district, and a contract to extend electricity to Clermont Heights had all been achieved.⁵⁷ That said, the rutted dirt road at Montrose and 7th—the heart of downtown—in a photograph of Clermont’s first traffic signal taken about this time signifies just how far the town still had to go in its modernizing campaign.⁵⁸ It took a few years, but as the city’s population—and tax base—increased, the city also borrowed money to finally bring the condition of its streets up to the same level as its new buildings. In 1923, for example, the city spent more than \$100,000 to pave twenty-six blocks.⁵⁹ One project quickly begat another. After Clermont’s first two miles of streets were paved in 1923, the city fielded three separate successful

⁵⁶ Bloodsworth, *Clermont: The Gem of the Hills*, 97-99.

⁵⁷ Bloodsworth, *Clermont: The Gem of the Hills*, 99-101.

⁵⁸ Bloodsworth, *Clermont: Images of America*, 44.

⁵⁹ “Clermont on the Rim of the Highest Lake of All Lovely ‘Alpine Florida,’” *Tampa (FL) Tribune*, April 29, 1923.

petitions for additional projects that by the end of 1924 saw nearly eight-and-a-half miles of total paving completed or under construction.⁶⁰



Figure 59 – Clermont’s first traffic signal (on the pole at right), circa 1908. (Source: Florida Memory, <http://www.floridamemory.com/items/show/138823>.)

One of the noteworthy things about all of this development was that Clermont’s business and civic leaders sought to position the town as a hub for local and regional visitors as well—not just tourists from outside Florida. In the early 1920s, for example, the *Orlando Morning Sentinel* reported that “Clermont, ‘The Friendly City’ is making an effort to have every one within the radius of miles come into town early of Saturdays and do their shopping and stay over for free movies, band concert and bathing. The business men in making these inducements believe they have solved the problem of advertising the city and building up its industries.” Of particular resonance to the newspaper was the “new bathing beach” on Lake Minneola that the American Legion had recently prepared.⁶¹ On a less savory note, the Ku Klux Klan enjoyed a presence in Clermont during its national resurgence in the 1920s, distributing flags and Bibles at local events.⁶²

The campaign to increase Clermont’s regional clout was in large part facilitated by state and county efforts to improve transportation links throughout the area during this period. Overall,

⁶⁰ “Clermont,” *Orlando (FL) Morning Sentinel*, January 8, 1925, <https://newspapers.uflib.ufl.edu/UF00079944/03951/zoom/15>.

⁶¹ “Leesburg,” *Orlando (FL) Morning Sentinel*, July 2, 1922, <https://ufdc.ufl.edu/UF00079944/01633/zoom/15>.

⁶² David Chalmers, “The Ku Klux Klan in the Sunshine State: The 1920’s,” *Florida Historical Quarterly* 42, no. 3 (January 1964), 211.

Lake County saw an increase between 1920 and 1923 from a little more than 200 miles of “improved highways” to nearly 350 miles.⁶³

Clermont was certainly a beneficiary of this effort. Construction started on a roughly ten-mile connection paved with sand clay from Clermont to the extant road connecting Auburndale and Leesburg, “a route that will give a delightful alternative route to Orlando and to middle Florida.”⁶⁴ As the *Orlando Morning Sentinel* pointed out, it also “put Clermont on the shortest route between Jacksonville on the north and Tampa on the south,” thus “open[ing] to the tourists some of the most picturesque scenic points in the state.”⁶⁵ This may have been what the *Christian Science Monitor* was thinking in 1925 when a glowing overview of central Florida added that on a trip from Jacksonville to Orlando you “may come back by way of the new road across the county, [and] see a little of the hills of Clermont . . . where there are more lakes of perfect beauty, more orange groves laden with fruit.”⁶⁶ In 1927, paving the stretch of road leading out of town to the east on Minnehaha Avenue all the way to Orlando was completed.⁶⁷ Apart from firming up connections to the larger city, the road itself quickly became a local attraction of sorts known as the “Roller Coaster Road” (or “Roller Coaster Route”) due to the many hills it traversed; it was sufficiently hilly that curbs were installed on every stretch that exceeded a 4% grade in order “to prevent erosion on the hillsides.”⁶⁸

While the push to pave roads and improve other municipal infrastructure in Clermont was in many senses a case of the town playing catch-up after the decade or so of population growth and private building construction that preceded it, it also laid the groundwork for an even greater transformation of Clermont’s built environment in the mid-1920s as the Florida Land Boom came to town, beginning around 1924. By August 1925, one newspaper headline practically screamed: “Clermont Showing Big Movement of Local Real Estate with Hordes of Purchases.” The same article explained that “constantly increasing hordes of outside buyers continue to show approval of the Clermont section . . . with purchases of property from small parcels of lots and acreage to investments running into the thousands of dollars.”⁶⁹ The same newspaper estimated that Clermont real estate sales in that month alone totaled roughly one million dollars.⁷⁰ By

⁶³ “Lake is Second in Mileage of Roads; Polk Alone Excels,” *Tampa (FL) Tribune*, April 29, 1923.

⁶⁴ “Direct Paved Route to Groveland and Clermont,” *Lakeland (FL) Evening Telegram*, June 22, 1922, <https://chroniclingamerica.loc.gov/lccn/sn95047222/1922-06-22/ed-1/seq-7/>.

⁶⁵ “Leesburg,” *Orlando (FL) Morning Sentinel*, June 22, 1922, <https://ufdc.ufl.edu/UF00079944/01624/zoom/3>.

⁶⁶ *Christian Science Monitor*, “Tourists to Central Florida are Impressed by Its Beauty,” reprinted in *St. Cloud (FL) Tribune*, January 15, 1925, <https://ufdc.ufl.edu/AA00020375/00056/zoom/2>.

⁶⁷ Bloodsworth, *Clermont: Images of America*, 57.

⁶⁸ “Florida Agricultural and Development News,” *Plant City (FL) Courier*, June 17, 1927, <https://ufdc.ufl.edu/AA00083048/00194/zoom/5>; and “Pave Properly and You’ll Seldom Need Paving,” display advertisement, *Florida Municipal Record*, May-June 1928, 23.

⁶⁹ “Clermont Showing Big Movement of Local Real Estate with Hordes of Purchasers,” *Eustis (FL) Lake Region*, August 27, 1925, <https://newspapers.uflib.ufl.edu/AA00085618/00093/zoom/5>.

⁷⁰ “Clermont Real Estate Sales for August Will Reach Million According to Report,” *Eustis (FL) Lake Region*, September 3, 1925, <https://newspapers.uflib.ufl.edu/AA00085618/00094/zoom/2>.

November, along with numerous commercial properties, “more than one hundred new homes” were either under construction or under contract in the city.⁷¹

It would be impossible to fully account for all of the important new buildings that emerged in Clermont during this period. For example, the first permanent home of the Cooper Memorial Library was built in 1914.⁷² The Clermont Citrus Growers Exchange built their own packing plant in 1922, after more than a decade of shipping local produce to Tavares for packing.⁷³ The Clermont Woman’s Club Building at 655 Broome St.—to date the only Clermont building on the National Register of Historic Places—was first constructed in 1923, with a significant expansion in 1927.⁷⁴ The growth also fueled the construction of a new rail depot around 1925 to replace the outdated Orange Belt depot that was several decades old.⁷⁵ As time went on, the ambition of these projects accelerated. See, for example, one 1925 announcement: “Construction to begin at once on new business block fronting four streets, with 800-seat theatre in center.”⁷⁶ Such a seating capacity was eight times the town’s population less than two decades earlier.



Figure 60 – Cooper Memorial Library, constructed in 1914. (Source: Clermont Historic Village).

⁷¹ “Bonds for Erection of Hotel on City Property Sold to New York Buyers,” *Groveland (FL) Graphic*, November 5, 1925, <https://newspapers.uflib.ufl.edu/AA00085619/00010/zoom/4>.

⁷² Clermont Historic Village, “Cooper Memorial Library,” <https://clermonthistoricvillage.org/cooper-memorial-library/>.

⁷³ Bloodsworth, *Clermont: Gem of the Hills*, 132.

⁷⁴ “Clermont Woman’s Club,” National Register of Historic Places Nomination Form (Washington, DC: US Department of the Interior, National Park Service, 1990), Section 7, <https://npgallery.nps.gov/NRHP/GetAsset/c4c9fbcd-d15d-42ad-a4d4-46eb9ed6cf7c>.

⁷⁵ Clermont Historic Village, “RailRoad [sic] Depot,” <https://clermonthistoricvillage.org/rail-road-depot/>.

⁷⁶ “Florida Weekly Industrial Review,” *Melbourne (FL) Times*, November 28, 1925, <https://ufdc.ufl.edu/AA00085610/00131/zoom/12>.

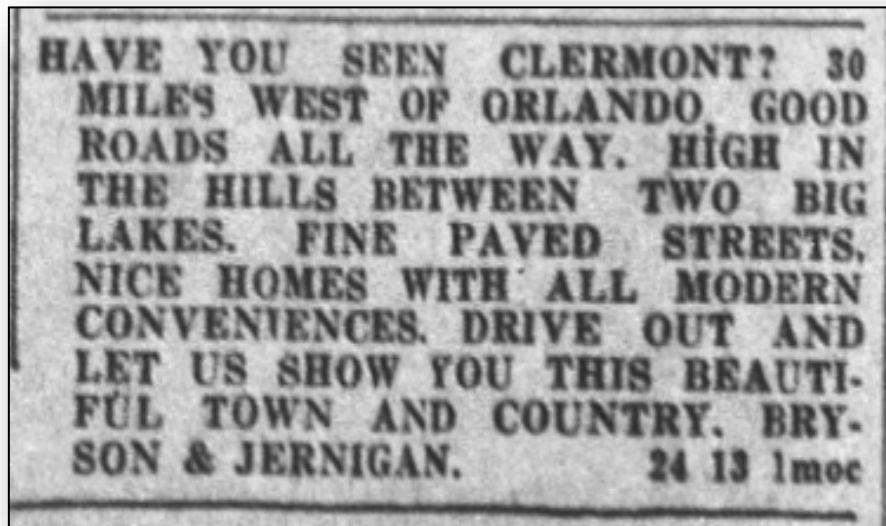


Figure 61 – Classified advertisement, Orlando (FL) Morning Sentinel, January 23, 1925. (Source: University of Florida Digital Collections, <https://ufdc.ufl.edu/UF00079944/03969/zoom/13.>)



Figure 62 – Clermont Woman's Club, (Source: University of Florida Digital Collections, <https://ufdc.ufl.edu/UF00079944/03969/zoom/13.>)

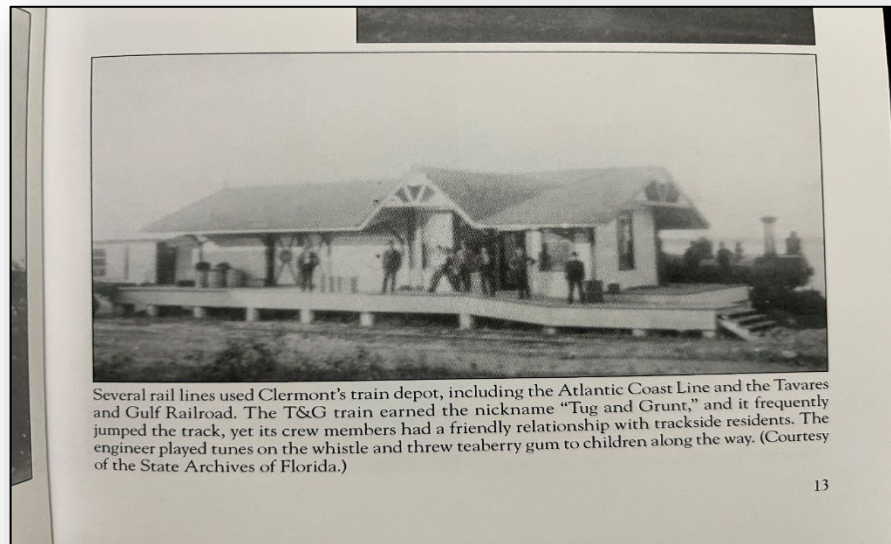


Figure 63 – Clermont Woman's Club. (Source: University of Florida Digital Collections, <https://ufdc.ufl.edu/UF00079944/03969/zoom/13>.)

One of the effects of this growth in the mid-1920s was to supercharge the development of new neighborhoods and subdivisions being built more or less from scratch, an extension of a process that had begun with the Lake Highlands Co.'s efforts a decade earlier. The new Sunset Heights subdivision near the southeastern edge of Lake Minneola exemplified this moment in Clermont's history—it came about when the town's mayor, W. H. McKinney and one of its most important real estate developers purchased 130 lots in a single transaction and quickly re-platted the land to be sold off in small parcels.⁷⁷ Similarly representative was C. D. Kennedy's Highland Terraces development on 5th and 6th Streets near Chestnut.

As a February 1926 notice described, Charles D. Kennedy was in the midst of "erecting [a] number [of] Spanish type dwellings; 5 rooms and bath, stucco; ultimate plans call for 40 dwellings; 7 completed; total cost \$250,000."⁷⁸ As of the previous August, he had already sold four of them (split between 5th and 6th Streets) and was about to begin construction on a "fine nine-room home for himself" (at 1375 5th Street).⁷⁹ While Kennedy's own home was an expansive 3,000 or so square feet, most of his buildings were only one-third as big. Despite their modest footprint, however, they demonstrated attention to detail—with nine-foot ceilings, fireplaces, bathrooms, garages, and crystal doorknobs, among other things. One of the slightly larger six-room options on 5th Street offered "a screened-in sleeping porch, beamed ceiling in the living room, [and] hardwood floors," according to an advertisement.⁸⁰

⁷⁷ Bloodsworth, *Clermont: Gem of the Hills*, 143.

⁷⁸ "Building Contracts Awarded," *Manufacturers Record*, February 4, 1926, 134.

⁷⁹ "Clermont Real Estate Sales for August Will Reach Million According to Report," *Eustis (FL) Lake Region*, September 3, 1925, <https://newspapers.uflib.ufl.edu/AA00085618/00094/zoom/2>.

⁸⁰ Rick Reed, "Spanish Row Recalls Fantasy of 1920s Florida's Boom Times," *Orlando (FL) Sentinel*, April 9, 1995.

Highland Terraces was representative of Clermont's land boom era in many ways. Kennedy himself was the kind of monied outsider that poured capital into Clermont land and construction—he had been a textbook publisher in Chicago before moving to Winter Haven and then ultimately to Clermont. And although the 10 acres he purchased for Highland Terraces is relatively centrally located today, it was planted as orange groves before Kennedy bought it for development. And of course, the fact that only around a third of his planned homes were constructed before the Florida real estate bubble burst also points to the general experience of the late 1920s and 1930s.⁸¹

While the concentration of "Spanish type" buildings in Highland Terraces was unique for Clermont, it also was (and remains) representative of the fad for this aesthetic choice in the 1920s, especially in Florida. Clermont's new high school building on 2nd Street—later the elementary-level Clermont-Minneola School—was one of these. Local builder Herbert Bailey completed it in 1924; when it was connected to the adjacent grade school in 1946, the addition used Mediterranean-style arches as a nod to the original aesthetic.⁸² Similarly, a newspaper noted in 1925 that "A. O. Todd, local contractor" was completing "a new Spanish type home just north of the school houses" that summer, with two more planned for the same block.⁸³ Clermont's new city hall, built in 1926 by local firm Hayes and Kroeger at the corner of DeSoto and 8th Streets, featured a stucco façade, terra cotta roof tiles, and a mission-style tower.⁸⁴



Figure 64 – Clermont's 1924 school building, shown here circa 1940. (Source: Florida Memory, <http://www.floridamemory.com/items/show/37141>.)

⁸¹ Rick Reed, "Spanish Row Recalls Fantasy of 1920s Florida's Boom Times," *Orlando (FL) Sentinel*, April 9, 1995.

⁸² Bloodsworth, *Clermont: Gem of the Hills*, 148-49, 254.

⁸³ "Clermont Showing Big Movement of Local Real Estate with Hordes of Purchasers," *Eustis (FL) Lake Region*, August 27, 1925, <https://newspapers.uflib.ufl.edu/AA00085618/00093/zoom/5>.

⁸⁴ Bloodsworth, *Clermont: Gem of the Hills*, 165-66.

While much of the economic frenzy of the 1920s was fueled by the speculative nature of real estate transactions—properties were frequently sold even before they had been developed—Clermont nevertheless still had intrinsic value in terms of both its natural resources and a growing population of both potential workers and consumers. At the top of the list of value generating concerns was its citrus industry, which as previously mentioned had begun to expand substantially in the 1910s; in the 1920s, it would draw people willing to pay more than \$1,000 per acre to buy and clear land for citrus growing. But it was not only citrus: the Land Boom era also coincided with the discovery and early exploitation of large diatomite deposits, first identified in 1924 in marshlands near Lake Louisa. Within a year, the Florida Diatomite Co. came together to exploit this natural resource, which gardeners can use as a pest deterrent in the form of diatomaceous earth and which would become the key ingredient in one of Clermont’s distinctive industries of the 1930s and 1940s: the moisture-proof salt shakers that the Airko Manufacturing Co. would produce by the millions.⁸⁵

Apart from tourism and recreational activities such as boating and fishing, one of the more distinctive outgrowths of Clermont’s setting was that it seems to have helped to motivate the relocation of the Juanita Film Co. from Tampa to Clermont in 1922, with a plan to “make the shores of the beautiful lakes the settings for various movie plays.”⁸⁶ By summer, “the little town alongside Lake Minneola” had been filled with “scarlet lipped vamps, high booted pirates, red eyed cowboys, two-for-a-nickel dudes and ilk of that sort”—including both professional actors and “the assistance of local talent.”⁸⁷ By the fall, Clermont had a “reputation as the movie city [of] Florida,” with at least one finished film and a studio under construction.⁸⁸ Alas, Juanita Films went bankrupt in December 1923, having made only three films overall.⁸⁹

Amidst the revved-up property sales, construction, and demographic changes of the 1920s, Clermont’s civic profile entered an ambitious phase. In 1923, a “beach association” organized; its first weekly picnic brought in 200 attendees.⁹⁰ The *Orlando Morning Sentinel* announced in spring 1926 that “Clermont, the little city in the hills . . . is having this week its first annual Musical Festival,” featuring both locals and performers who came from as far away as Texas.⁹¹ Roughly a year after that, Clermont hosted the Florida Engineering Society’s annual conference, “the first

⁸⁵ Ormund Powers, “Clermont Industry Flourished After Discovery of Diatomite Deposits,” *Orlando (FL) Sentinel*, December 21, 1994.

⁸⁶ “Leesburg,” *Orlando (FL) Morning Sentinel*, July 12, 1922, <https://ufdc.ufl.edu/UF00079944/01642/zoom/7>.

⁸⁷ F. Wilson Kaler, “‘Shooting’ Around Clermont,” *Orlando (FL) Morning Sentinel*, August 6, 1922, <https://ufdc.ufl.edu/UF00079944/01662/zoom/8>.

⁸⁸ “Leesburg,” *Orlando (FL) Morning Sentinel*, September 14, 1922, <https://ufdc.ufl.edu/UF00079944/01696/zoom/7>.

⁸⁹ Rick Reed, “Lake County History: Did You Know?,” *Daily Commercial* (Leesburg, FL), January 1, 2017.

⁹⁰ “Tavares,” *Orlando (FL) Morning Sentinel*, April 15, 1923, <https://ufdc.ufl.edu/UF00079944/02444/zoom/10>.

⁹¹ “Clermont Having Music Festival,” *Orlando (FL) Morning Sentinel*, March 7, 1926, <https://newspapers.uflib.ufl.edu/UF00079944/04247/zoom/23>.

state-wide convention ever entertained in the Gem of the Hills city.”⁹² During the 1926-27 winter, one observer claimed that “Clermont [was] the smallest city in the United States to support a lecture course through the winter,” having successfully raised enough money through donations to cover the previous year’s expenses.⁹³

7.4 Retrenchment and Reinvention (1931-1950)

One of the effects of the real estate frenzy in Clermont—as throughout Florida—was to inflate a financial bubble that burst along with the broader US economy during the Great Depression. The rapid construction boom came to a halt, particularly in the residential sector—as typified by C. D. Kennedy’s development of Highland Terraces, which halted work having only completed about one-third of the houses in its original plan (see above). Municipal expenditures also tapered rapidly, as the city’s large indebtedness—stemming from the road paving and other infrastructure projects of the previous decade—ultimately led it to bankruptcy by the late 1930s after lengthy legal proceedings with its creditors. Still, Clermont’s rapid adoption of citrus crops in the previous decade served to insulate it somewhat from the ravages of the Great Depression, as many of the already established citrus groves maintained operations. The Postal Colony Co. made a timely deposit in the local bank that prevented it from failing in the early years of the downturn. And the relative fecundity of area soil also meant that people could plant vegetable gardens to tide them over through lean times, including a particularly creative community garden operated out of a donated 7-acre tract on Minneola and 12th Street.⁹⁴

Although the pace of construction was considerably retarded in the 1930s and 1940s compared to the Land Boom era, Clermont nevertheless cobbled together other building projects through a combination of government relief work and private enterprise that made a lasting impact on the community’s built environment. To pick just a few examples, even in 1930 when the crisis had fully set in, “construction work started on two shuffleboards and horseshoe grounds to [the] east of Tom Thumb golf course.”⁹⁵ In 1935, the federal government helped to finance the construction of an airplane landing strip for Clermont.⁹⁶ 1937, the new Yacht Club—purchased in 1944 by the American Legion—opened on Lake Minnehaha near Lake Winona, featuring a large dance floor, a boathouse, and parking for 100 cars.⁹⁷

⁹² “Engineers Will Meet in Clermont,” *Orlando (FL) Morning Sentinel*, October 21, 1926, <https://newspapers.uflib.ufl.edu/UF00079944/03786/zoom/1>.

⁹³ “Clermont Gets Forum,” *Tampa (FL) Morning Tribune*, November 28, 1926, <https://ufdc.ufl.edu/AA00020296/00734/zoom/14>.

⁹⁴ Bloodsworth, *Clermont: Gem of the Hills*, 196-97.

⁹⁵ “Clermont,” *Bradford County (FL) Telegraph*, March 21, 1930, <https://ufdc.ufl.edu/UF00027795/04751/zoom/0>.

⁹⁶ Bloodsworth, *Clermont: Gem of the Hills*, 204.

⁹⁷ Bloodsworth, *Clermont: Gem of the Hills*, 212.



Figure 65 – Clermont’s shuffleboard courts, shown here c. 1950. (Source: Florida Memory, <https://www.floridamemory.com/items/show/149267>.)

Apart from recreation, new businesses also came to Clermont. One of the most important—especially in the long-run—started as a charitable venture rather than a business. In 1939, the Clermont Welfare League began to organize a health clinic just east of Center Lake. Its ambition quickly expanded and by 1947 it had been rechristened as South Lake Hospital.⁹⁸ In the same year—and on a much more modest scale—local resident Vito Martini made perfumes in Clermont from “the oils of Florida fruits, flowers and herbs,” including the “Christmas Night type which sells for \$1,200 a quart.”⁹⁹ Airko built a new factory in the late 1940s at 1166 Short St. By 1952, the company had sold more than five million of its moisture-proof saltshakers.¹⁰⁰ In 1947, the Publix grocery store chain built an outpost in Clermont as part of its first wave of expansion. With its Art-Deco-style façade, this building—at Montrose and 7th—anchored Clermont’s downtown revitalization after the Great Depression; when Publix decided to move outside of the city center, the firm donated the building to the city and it was reimagined as Jenkins Auditorium.¹⁰¹

While citrus was still king in Clermont and tourism was its queen, the eclectic nature of these few examples suggests continuity with the town’s past record—through sawboats, filmmaking, and

⁹⁸ Bloodsworth, *Clermont: Gem of the Hills*, 369-70.

⁹⁹ “Florida Fruit Oil Made Into Perfume,” *Sanford (FL) Herald*, October 27, 1941, <https://ufdc.ufl.edu/AA00087662/07058/zoom/45>.

¹⁰⁰ Russell Kay, “So Perfect Salt Shaker Was Born,” *Lake Worth (FL) Herald*, August 28, 1952, <https://ufdc.ufl.edu/AA00087698/02074/zoom/4>.

¹⁰¹ Bloodsworth, *Clermont: Gem of the Hills*, 227.

packing crate production, among other ventures, Clermont's residents had always maintained a record of business activity that went beyond simply growing crops.

7.5 Sending Citrus Out, Bringing People In (1951-1974)

By the mid-1950s, Clermont's population had reached roughly 3,000.¹⁰² As one guide to potential transplants put it: the "cost of living ranges from low-to-medium; fishing helps reduce food bills and every home has its garden and citrus trees."¹⁰³ In other words, Clermont was a comfortable enough place—especially for those with limited incomes—but relatively sleepy. At about the same time and responding to a similar vibe, the Clermont Builders Co. started to develop a subdivision in which "all homes are reserved for retired folk."¹⁰⁴ Still, Clermont was showing signs that it was fully shaking off the construction depression of the 1930s and the early 1940s. The Christian Science Society, for example, finally built its sanctuary at Minneola and Fifth Street—ten years after acquiring the lot. It became the First Church of Christ, Scientist, in 1962.¹⁰⁵



Figure 66 – The original First Church of Christ, Scientist building; it would be substantially remodeled in 1970. (Source: Florida Memory, <http://www.floridamemory.com/items/show/138792>.)

¹⁰² Norman D. Ford, *Norman Ford's Florida: A Complete Guide to Finding What You Seek in Florida* (Greenlawn, NY: Harian Publications, 1956), 125, <https://ufdc.ufl.edu/UF00075584/00001/images/124>.

¹⁰³ Norman D. Ford, *Norman Ford's Florida: A Complete Guide to Finding What You Seek in Florida* (Greenlawn, NY: Harian Publications, 1956), 125, <https://ufdc.ufl.edu/UF00075584/00001/images/124>.

¹⁰⁴ Norman D. Ford, *Norman Ford's Florida: A Complete Guide to Finding What You Seek in Florida* (Greenlawn, NY: Harian Publications, 1956), 125, <https://ufdc.ufl.edu/UF00075584/00001/images/124>.

¹⁰⁵ Bloodsworth, *Clermont*, 210.

Then in the mid-1950s, even as it maintained its important agricultural base, Clermont undertook yet another major reconceptualization that was tied to its unique geographical setting. In this case, the state of Florida's decision to route the new State Road 50 through Clermont catalyzed the change. A 1956 guide to Florida explained the importance of this infrastructure project to Clermont in these years: "Tourists who recall the dilapidated highway which formerly led to Clermont will now find an important new cross state road. This has put Clermont back on the tourist map after a lapse of many years. Thus splendid new opportunities exist both in catering to tourists and in enjoying a low cost summer vacation."¹⁰⁶ A quick glance at a 1966 promotional map from the Florida State Turnpike Authority shows why: with the new State Road 50 going from coast-to-coast, Clermont was situated on the only east-west highway in this part of the state, while also being on one of the major north-south highways (US Route 27).

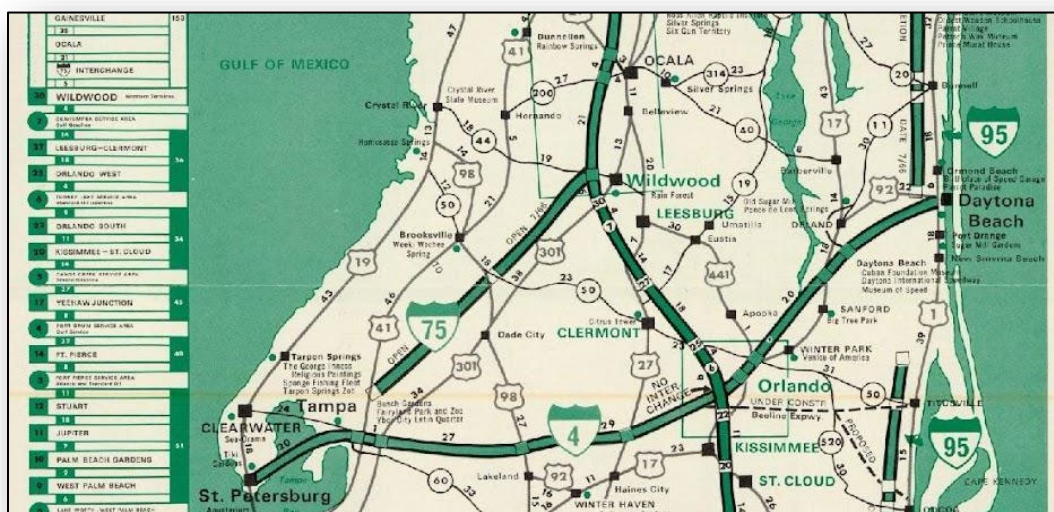


Figure 67 – Clermont at the crossroads of central Florida, 1966. (Source: Florida Memory, <http://www.floridamemory.com/items/show/339690?id=1>.)

Like many Florida towns, Clermont had plenty of entrepreneurs and civic leaders who saw the potential for an influx of tourists—and their money—once State Road 50 opened and worked to be ready for it, thus spurring another round of Clermont construction efforts. By far the most famous building from this era—and the one most closely associated with the opening of State Road 50—was the Citrus Tower, which opened in 1956. At 22 stories, it was originally outfitted with four telescopes that visitors could use to view the surrounding citrus groves for dozens of miles in every direction.¹⁰⁷ By far the tallest building in the area—and with no other purpose but sightseeing—it was a quintessential tourist attraction and it quickly inspired others. Minute Maid, for example, opened the Governor's Grove attraction in 1958. Featuring one Valencia orange tree for every state and territory in the United States, by the mid-1960s one estimate claimed

¹⁰⁶ Norman D. Ford, *Norman Ford's Florida: A Complete Guide to Finding What You Seek in Florida* (Greenlawn, NY: Harian Publications, 1956), 125, <https://ufdc.ufl.edu/UF00075584/00001/images/124>.

¹⁰⁷ Rick Reed, "Lake County History: Did You Know?," *Daily Commercial* (Leesburg, FL), March 18, 2018.

that roughly 30,000 visitors a year passed through.¹⁰⁸ The Presidents' House wax museum (later the President's Hall of Fame), opened in 1964 as a companion to the Citrus Tower.¹⁰⁹ Tourism no doubt helped to even out some of the ups and downs of a still agriculturally reliant local economy, which suffered through events such as another big freeze in 1962.

While these major tourist developments were typically located along the highway and on the outskirts of town, much of the money they brought to Clermont nevertheless flowed back into more centrally located construction projects. Both Cooper Memorial Library and South Lake Hospital got significant new additions during this period, for example. The First United Methodist Church opened its new sanctuary in 1960 (**Figure 68**). Recreational facilities also expanded, such as when the Green Valley Country Club opened a new golf course in 1966. The land that is now known as Waterfront Park had been a recreational beach area since the 1920s, but it was also significantly developed during these years. What was then called "Jaycee Beach" (in honor of the efforts of the Junior Chamber of Commerce members to take up the project) was at the time "the largest inland freshwater sand beach" in Florida, at more than 1,000 feet long.¹¹⁰



Figure 68 – First United Methodist Church, Broome and 7th, circa 1960 (Source: Florida Memory, <http://www.floridamemory.com/items/show/138791>.)

Despite some of these prominent attempts at renovation or reimagining existing buildings, this period of Clermont's reinvention also harkened back to the period in the 1910s and 1920s when

¹⁰⁸ "Clermont Grove is For Tourists," *Everglades News* (Canal Point, FL), April 16, 1965, <https://ufdc.ufl.edu/UF00079910/00173/zoom/0>.

¹⁰⁹ <https://www.thehistorycenter.org/the-presidents-hall-of-fame/>.

¹¹⁰ Bloodsworth, *Clermont: Images of America*, 78.

a previous influx of new people and new money had led to the demolition of many earlier structures. In particular, as tourists came to town in increasing numbers, many of Clermont's formerly grand hotels were demolished—including the Palm Park Inn in 1956 and the Lakeview (the original Hotel Clermont dating to the town's founding) in 1959. South Lake Plaza opened off State Road 50 in 1965, with Publix as its main tenant. While the old Montrose Ave. Publix building remained standing as the Jenkins auditorium, it lost its distinctive façade as part of the conversion.

The development of South Lake Plaza highlighted one of the main dynamics affecting Clermont's growth during the roughly 1955-75 period: the improved highway access and the development of area attractions such as the Citrus Tower certainly brought many tourists through Clermont, but they also shifted development activities away from the downtown core. It was therefore noteworthy when Curt DiCamillo decided to open Health Nuts Inc., his health food store on Montrose Street, in 1981. This was sufficiently counter to prevailing trends that the *Orlando Sentinel* described it six years later as the seed of a still burgeoning attempt to revitalize "the real downtown Clermont tucked along quiet Montrose Street, blocks away from State Road 50 and the harried masses of motorists fighting for parking spaces at strip shopping centers and fast-food restaurants," which had come to represent a common vision of Clermont by that point.¹¹¹

State Road 50 also functioned as a physical reminder of the segregation still in place at this time. 2024 Mayor Tim Murry, the first black to hold that office, grew up in Clermont in the 1950s and 1960s. He said, "Highway 50 doubled as a dividing line between the Black and White parts of town...and blacks were not allowed on the other side without a reason."¹¹² Tensions rose when Clermont schools integrated. Physical violence in shared spaces, private carving out of separate spaces, and fewer opportunities for black residents marked the years initially following desegregation. Mayor Murry's election is a testament to the changes in the last 50 years as is its appointment of Clermont's first Black Police Chief, Charles Broadway - "It shows our young men and women, particularly African Americans, that there's opportunities for me if I continue to stay determined and committed to reaching my dreams."¹¹³

7.6 Conclusion: Clermont at the Dawn of Its Second Century

Despite the move of many businesses to the State Road 50 corridor in the 1960s and 1970s, Clermont resisted attracting suburban sprawl for many years. This was largely a function of the continuing economic viability of the orange groves. As late as 1975, this situation resulted in a bifurcated experience in Lake County, with more northerly cities and towns in the county

¹¹¹ Adam Yeomans, "Seeds of Change Are Sprouting: Health Food Store Owner Takes the Lead in Revitalizing Downtown," *Orlando (FL) Sentinel*, February 15, 1987.

¹¹² <https://www.dailycommercial.com/story/news/2021/01/25/clermont-first-black-mayor-tim-murry-fighting-racism/4244041001/>

¹¹³ <https://www.dailycommercial.com/story/news/2021/01/25/clermont-first-black-mayor-tim-murry-fighting-racism/4244041001/>

experiencing intense suburban expansion but southern ones like Clermont (and Groveland, Howey-In-The-Hills, and others) largely spared.¹¹⁴ Clermont's population in 1975 was still only about 4,000 people.¹¹⁵

What changed this picture between then and now? Orlando's rapid growth in the decades that followed certainly helped, but a series of freezes in close succession in the 1980s—in 1983, 1985, and 1989—devastated the citrus industry, opening up land that was a ripe target for development.¹¹⁶ Two years later, many of those former citrus lands remained filled with dead trees, as area landowners waited for the broader economy to exit a recession, thus creating ideal conditions to sell to developers.¹¹⁷

Clermont is currently still living through the long-term effects of that shift, as its population has grown rapidly in recent years. As a result, it has continued to fall into some of the same patterns as it did in previous periods of expansion that followed hard times. It has developed new industries (most notably around the training of elite athletes) and developed new subdivisions. As the Coast to Coast Trail nears completion, Clermont is also poised to see the influx of yet another wave of newcomers who will be exposed to its natural beauty and recreational opportunities. Recent years have also seen some of this development lead to the erasure of some historical buildings that long defined the contours of Clermont's built environment, such as the old South Lake Hospital, the second Cooper Memorial Library, and Jenkins Auditorium, in an echo of the 1950s and 1960s. Still, the successes of local preservation efforts ranging from those of individual business owners such as Curt DiCamillo and the proprietors of the Mulberry Inn to the cornerstone tourist institution that the Clermont Historic Village has become suggest that as Clermont cultivates a new generation of visitors, the city's unique history might as easily become a key curated resource to add to those of its abundant natural ones.

¹¹⁴ Lawrence J. Morey, "Lake County, Florida Solid Waste Management Plan" (University of Central Florida, master's thesis, 1975), 44.

¹¹⁵ Morey, 30.

¹¹⁶ Robin Pollack, "Freezes Forces [sic] Clermont to Face Future Without Citrus," *Orlando (FL) Sentinel*, Lake Edition, July 4, 1990.

¹¹⁷ Robin Pollack, "Lake Through the Looking Glass: Clermont," *Orlando (FL) Sentinel*, July 2, 1992.

8.0 ARCHITECTURAL SURVEY

The architectural survey of downtown Clermont identified, photographed, and categorized buildings within the survey area, aligning with the boundaries of the present-day CRA and Clermont Main Street, as shown in **Appendix A**. This survey transcends mere lines on a map or classifications on a chart, providing valuable insights into Clermont's history and development through its architecture. By understanding the construction periods and evolution of architectural styles, each building can be contextualized within the broader historical narrative. This historical understanding is crucial for informing present-day development decisions, whether through the restoration and rehabilitation of existing buildings or the infill development of vacant lots. Recognizing Clermont's architectural legacy enables stakeholders and decision-makers to honor the past while strategically planning for the future.

8.1 Evaluation of Resources

The concepts of the period of significance and the range of eligibility, often referred to as the "50-year rule," are fundamental in evaluating properties for the National Register of Historic Places. The period of significance is the timeframe during which a property or district was associated with important events, activities, or developments that define its historical and architectural value. This period captures the essence of what makes the district worthy of preservation, varying widely based on the specific context and history. For instance, a district that developed as a residential neighborhood from 1890 to 1940 would have those years as its period of significance, with contributing buildings typically constructed within this timeframe. In contrast, the 50-year rule is a broad guideline used to determine if a property is old enough to be considered for listing, generally requiring properties to be at least 50 years old. This rule ensures sufficient time has passed to assess historical significance. While the period of significance focuses on specific years of historical relevance, the 50-year rule serves as an initial age-based filter. Together, these concepts help distinguish contributing from non-contributing properties within a district and provide a structured approach to evaluating and preserving historic places.

Based on the range of eligibility, four hundred sixty-six (466) parcels within the survey area were examined to determine their eligibility for listing in the NRHP. In cases where multiple buildings were situated on a single parcel, all buildings on that parcel were evaluated. Of these parcels, two hundred fifty (250) buildings were determined to meet the eligibility criteria. Additionally, there were one hundred six (106) vacant parcels, while the remaining properties contained buildings that did not meet the eligibility criteria, as they were constructed after 1974. FMSF forms were not created for properties that did not meet the eligibility requirements.

Based on information that was revealed through the research process and physical survey, six (6) previous FMSF forms were updated and two hundred forty four (244) new FMSF forms were created. Additionally, there were two (2) historic resource groups recorded: The Clermont Historic Village, and The Lumberyard District, discussed in Section 3.7 of this report. It was

determined that no previously recorded buildings had been demolished. However, there are five (5) newly recorded sites within The Lumberyard District that are in process or pending demolition. It was determined that one hundred ninety-six buildings (196) would contribute to a National Register historic district, and that twelve (12) buildings are eligible for individual listing in the NRHP. Information regarding *Properties Potentially Eligible for Individual Listing in the National Register of Historic Places* is included in Section 6.7 and Section 9.1 of this report. Fifty-four (54) buildings were classified as non-contributing due to inability to establish integrity. A Map of Contributing and Non-Contributing Properties is included as **Appendix C**.

The earliest extant buildings in Clermont are the Todd House, 486 W. Osceola Street (LA02667), constructed in 1881; 838 W. Montrose Street (LA05608), constructed in 1881; The Kern House at 490 West Avenue (LA05642), constructed in 1885; and the Archibald Gano House at 915 W. Montrose Street (LA04003), constructed in 1891. These buildings serve as tangible links to the early development of Clermont and have been determined to be potentially eligible for individual listing in the NRHP.

8.2 Resources Overview

Within the survey area there are various types of buildings, including commercial, religious, industrial, religious, residential, governmental, and social/recreational properties. The range of eligibility for evaluation of architectural significance for the survey area begins in 1880, with the first extant building, the Archibald Gano House, located at 915 W. Montrose Street (LA04003), constructed in 1891 and extends through 1974, which is the fifty-year mark utilized for evaluating listing in the National Register of Historic Places. Architectural styles found within the survey area include Colonial Revival, Craftsman, Folk Victorian, Frame Vernacular, American Four Square, Industrial Vernacular, International, Masonry Vernacular, Neoclassical, Gothic Revival, Ranch, Queen Anne, and Mission.

Specific criteria were evaluated to determine if a historic resource is eligible for listing in the NRHP. Within the survey area, the following criteria were found to have applied to various resources: Criterion A - Association with events that made a significant contribution to the broad patterns of local history; Criterion B – Association with the lives of historically important people; and Criterion C - Significant as examples of specific architectural styles. Each completed FMSF form details the criterion that apply to that specific property.

The overall form and ornamentation of a building is considered when evaluating architectural styles. The styles reflect specific time periods in American history, and provide insight into the prevailing influences and aesthetic preferences during that time period. For example, vernacular styles are common building forms that have little ornamentation, and utilized locally available materials. These buildings were typically not architect designed, but instead designed and constructed by the homeowner or contractor on their behalf. This differs from more ornate architectural styles, such as Beaux Arts (usually architect designed), and Queen Anne, that feature “high-style” ornamentation. The remainder of this section details the architectural styles

found for contributing buildings within the survey area, and provides a brief overview of the style characteristics and time period. Information regarding style overview and characteristics was sourced from *A Field Guide to American Houses* by Virginia Savage McAlester, which focuses on residential buildings. Additional insights were drawn from *Tropical Splendor* by Hap Hatton, which explores Florida's unique architectural styles, such as Spanish and Mediterranean Revival, and highlights adaptations to the state's subtropical climate and regional context.

When classifying architectural styles, the evaluator must take into consideration many different factors – form, ornamentation, materials, and time period, to name a few. Sometimes the classification is straightforward, as a property may exhibit all the hallmark characteristics that are associated with a particular style. However, there are few textbook examples in most communities, as local builders would work with clients to suit their own stylistic tastes. Oftentimes, inspiration was drawn from one or more styles, which may make classification seem subjective at times.

8.3 Frame Vernacular

There are forty-seven (47) Frame Vernacular style buildings within the survey area, constructed between 1881 and 1953. Of these, thirty-seven (37) are contributing buildings. There is one Frame Vernacular subtype, a Frame Vernacular four square/pyramidal building.

Frame vernacular buildings are characterized by their wood framing, typically clad with wood siding, and set upon masonry pier foundations. These pier foundations allowed for airflow beneath the building, which was crucial in the era before air conditioning. Initially, many of these buildings were constructed without plumbing, and later additions were made to accommodate this upgrade. Within the survey area, there are several types of frame vernacular buildings: hall and parlor, pyramidal, and gable front.

Hall and Parlor

An example of a hall and parlor house is located at 555 W. Desoto Street (LA05480), constructed in 1920 (**Figure 69**). This house features a side-gabled roof with sloped eaves extending over the open front porch. The porch is highlighted by three 1/1 double-hung windows with wood trim and an offset single-door entrance.



Figure 69 – 555 W. Desoto Street (LA05480)
Frame Vernacular, Hall and Parlor

Four Square

The four square form is a spatial design characterized by its simple, boxy shape. A typical four square house is two stories tall with a nearly symmetrical facade and a square or rectangular footprint. The interior layout is efficient, usually comprising four rooms on each floor arranged in a near-symmetrical manner, providing ample living space. 696 W. Minneola Avenue (LA05561) is a two-story frame vernacular home constructed circa 1921 (**Figure 70**) that features a traditional four square form.



Figure 70 – 696 W. Minneola Avenue (LA05561)
Frame Vernacular, Four Square

Pyramidal

Pyramidal houses are typically square in form with a pyramid-shaped (hipped) roof. Popular in the South, these homes are often one story with a central hall and two rooms on either side. Two-story examples are often referred to as four-square homes.

984 W. Desoto Street (LA05495) is a frame vernacular home with a pyramidal metal roof constructed in 1928 (**Figure 71**). The exterior is clad in wood siding, and the porch features craftsman details such as brackets at the porch roof gable and column posts, borrowing elements from the Craftsman style.



Figure 71 – 984 W. Desoto Street (LA05495)
Frame Vernacular, Pyramidal

525 W. Minneola Avenue (LA05542) is a two-story frame vernacular home constructed circa 1920 (**Figure 72**). It features a metal pyramidal roof and a front porch with a metal hip roof. The exterior is clad in wood siding. The lower portion of the porch is constructed of rusticated block, upon which rest slightly tapered wood columns. This home is also an example of a Foursquare, characterized by its square shape and typically two-and-a-half stories, with four large, boxy rooms on each floor, giving it a simple and efficient layout.



Figure 72 – 525 W. Minneola Avenue (LA05542)
Frame Vernacular, Pyramidal

Gable Front

Built predominantly in the late 19th and early 20th centuries, gable front homes were a prevalent architectural style characterized by their one- or two-story structure and front-facing gable roof. This design often placed the gable end facing the street, making it a distinctive and prominent feature. These homes typically followed a straightforward rectangular floor plan, frequently including a front porch. They were often clad in wood siding and featured double-hung windows with simple trim, reflecting the practicality and simplicity valued in early American architecture.

838 W. Montrose Street (LA05608) is an early example of a gable front home in Clermont (**Figure 73**). Constructed in 1881, it is characterized by its distinctive gable front. one-and-a-half-story building contains wood siding, wood double hung windows, and a partial width entry porch.



Figure 73 – 838 W. Montrose Street (LA05608)
Frame Vernacular

592 W. Minneola Avenue (LA05550), constructed circa 1920, is characterized by a prominent gable front and a full-width porch (**Figure 74**). The building is clad in wood siding and features an offset entry door. Subsequent additions have expanded the original footprint and enclosed a portion of the original wrap-around porch.



Figure 74 – 592 Minneola Avenue (LA05550)
Frame Vernacular

8.4 Masonry Vernacular

There are seventy-nine (79) Masonry Vernacular style buildings within the survey area, constructed between 1917 and 1974. Of these, fifty-two (52) are contributing buildings. Within the Masonry Vernacular style category, there are several subtypes. There are twenty (20) Masonry Vernacular one-part commercial buildings, seven (7) Masonry Vernacular two-part commercial buildings, and one (1) Masonry Vernacular service station building.

Masonry vernacular buildings are characterized by their use of local materials and traditional construction methods, reflecting the regional building practices of their time. These buildings typically feature load-bearing masonry walls, often made of brick, stone, or a combination thereof, without elaborate decorative elements. The design of masonry vernacular buildings is typically simple and functional, emphasizing durability and efficiency. These buildings are often found in rural or small-town settings and are important contributors to the architectural character and historic fabric of their communities.

Masonry vernacular includes various types of buildings such as churches, schools, commercial buildings, and residences. While "commercial" refers to the function of a building, many commercial buildings are classified under masonry vernacular due to their simple, functional design and use of local materials. By including commercial buildings within the masonry vernacular category, we acknowledge their adherence to the same architectural principles, making them integral to the vernacular architecture collection.

970 W. Juniata Street (LA05520) is a masonry vernacular multifamily home constructed circa 1960 (**Figure 75**). The building's facade features two pairs of 1/1 single-hung vinyl windows along with two separate wooden single-door entrances. A brick accent column separates the pairs of windows, adding a subtle decorative element. The low-pitched gable roof extends over the recessed entryway, creating an open front porch.



Figure 75 – 970 W. Juniata Street (LA05520)
Masonry Vernacular

791 Lake Avenue (LA05534) is a two-story masonry vernacular apartment building constructed in 1968 (**Figure 76**). The exterior features 6/6 aluminum single-hung windows with concrete sills, with larger windows grouped in threes and smaller windows in pairs. The flat roof is accented by exposed concrete rafter tails. The building's exterior walls are composed of painted concrete block, maintaining a simple and utilitarian aesthetic.



Figure 76 – 791 Lake Avenue (LA05534)
Masonry Vernacular

938 W. Broome Street (LA05467) is a two-story stucco-clad masonry vernacular building constructed in 1973 (**Figure 77**). The building has a simple rectangular form with a side-facing gable and no eave overhang. It features minimal decorative elements, with engaged concrete pilasters, fixed windows, and concrete sills



Figure 77 – 938 W. Broome Street (LA05467)
Masonry Vernacular

Masonry Vernacular Commercial Buildings

Late 19th and early 20th-century commercial buildings emerged during a period of rapid urbanization and commercial expansion in the United States. These buildings were commonly used for small-scale commercial purposes such as shops, offices, or storefronts. They were often constructed in urban areas and small towns, reflecting the commercial growth and changing architectural styles of the time. Early commercial buildings often feature large display windows to showcase goods or services, and a recessed entrance leading to the main commercial space. The facades are usually clad in brick or stone, although other materials such as stucco or wood may also be used.

These buildings played a crucial role in the commercial and social life of communities, serving as centers of commerce and gathering places for local residents. They were often located along main streets or in commercial districts, contributing to the overall character and identity of the area.

One-Part Commercial

A one-part commercial building is a single street-level structure dedicated to commercial use. These buildings often exhibit vernacular styles and materials, featuring a large framed storefront system, and are prevalent in downtown areas across the United States.

786 W. Montrose Street (LA05598) was constructed in 1940 and is an example of a one-part commercial building (**Figure 78**). The building has a simple framed storefront with a recessed entry. The large storefront glass and single light storefront door allow for high visibility into the retail space.



Figure 78 – 786 W. Montrose Street (LA05598)
One-Part Commercial

701 W. Montrose Street (LA05583), constructed in 1924, is a notable example of a one-part commercial building housing three retail units (**Figure 79**). Despite alterations from its original appearance, the building retains much of its historic character, particularly its brick façade with side piers and a triangular brick pediment displaying the year of construction. The parapet is now concealed by a non-original metal shed roof awning, but the overall structure continues to reflect its early 20th-century commercial roots.



Figure 79 – 701 W. Montrose Street (LA05583)
One-Part Commercial

896 W. Minneola Avenue (LA05571) is a later example of a one-part commercial building, constructed in 1964 (**Figure 80**). The building contains two separate retail spaces, each with large storefront windows and single light entry doors. The building's flat roof has a wide eave overhang, providing protection from the elements. The building is constructed of concrete block and is clad in brick veneer on the main elevation.



Figure 80 – 896 W. Minneola Avenue (LA05571)
One-Part Commercial

Two-Part Commercial

A two-part commercial building features two distinct functional zones. The street level is dedicated to public use, typically housing stores or offices with large fixed glass storefront windows that enhance visibility. In contrast, the upper level is designated for private use, often accommodating apartments, offices, or organizational clubs and lodges. Like one-part commercial buildings, they can be found in most downtowns throughout the United States.

Constructed in 1924, 761 W. Montrose Street (LA05590) is an example of a two-part commercial building (**Figure 81**). This two-story masonry building features commercial spaces with recessed entries on the ground floor. A recessed door provides access to an internal staircase leading to the second story units. A flat roof awning extends from the face of the building, providing protection from the elements. The building was originally exposed brick and was stuccoed at a later date. In the 1940s and 1950s, this was a dry good store owned by Ross C. Cantwell of Kieterich, Illinois.



Figure 81 – 761 W. Montrose Street (LA05590)
Two-Part Commercial

Constructed in 1921, 792 W. Montrose Street (LA05602) is a brick, two-part commercial building (**Figure 82**). The first-floor commercial units feature large, fixed storefront windows topped with transom windows. A suspended awning, situated between the storefront and transom windows, provides protection from the elements. The name "Roe" is etched into the building near the flat roofline, below decorative horizontal bands of brick corbelling. Originally, C.O. Roe and his cousin C.W. Roe built this building as a bank building for the First State Bank, which merged with the First National Bank twenty years later.



Figure 82 – 792 W. Montrose Street (LA05602)
Two-Part Commercial

8.5 Industrial Vernacular

There are ten (10) Industrial Vernacular style buildings within the survey area, constructed between 1937 and 1971. Of these, two (2) are contributing buildings. The subtypes include four (4) masonry Industrial Vernacular buildings, four (4) Industrial Vernacular metal buildings, and two (2) Industrial Vernacular Quonset Huts.

Industrial vernacular buildings are a significant part of architectural history, representing the utilitarian structures that were essential to the industrial revolution and the development of modern communities. These buildings were designed to serve specific industrial functions, such as manufacturing, processing, or storage, and were often constructed using locally available materials and simple construction techniques. One of the key aspects of industrial vernacular buildings is their adaptability to different industrial processes and functions, with an emphasis on efficiency and practicality. As a result, these buildings often have simple, straightforward designs with large, open floor plans, high ceilings, and large windows to allow for natural light

and ventilation. The exterior of these buildings typically features sturdy materials such as brick, concrete, or metal, reflecting their industrial purpose and providing durability.

These buildings played a crucial role in shaping communities by providing spaces for the activities that drove economic growth and development. They supported a wide range of industries, including manufacturing, textile production, food processing, and more. The design of these buildings often reflects the specific needs of the industry they served, with features such as loading docks, large doors for the movement of goods, and specialized equipment for manufacturing or processing.

848 W. Osceola Street (LA05639) was constructed in 1940 and is an example of an industrial vernacular building (**Figure 83**). The last remaining building of this type located along the waterfront in downtown, the wood frame building's exterior is clad in metal panels and features four elevated loading bays indicative of its former role along the train route. The low-pitched, side-facing gable roof with deep eaves, along with a central entry door accessed by exterior stairs, emphasizes its utilitarian design.



Figure 83 – 848 W. Osceola Street (LA05639)
Industrial Vernacular

Another Industrial Vernacular building is located at 530 11th Street (LA05459) and was constructed in 1958 (**Figure 84**). The masonry building features a flat roof, fixed steel 4 light windows with concrete sills, and an overhead garage door at a low loading dock on the north elevation. This is part of The Lumberyard District and is slated for demolition.



Figure 84 – 530 11th Street (LA05459)
Industrial Vernacular

8.6 Queen Anne

There are two (2) Queen Anne style buildings within the survey area, constructed in 1881 and 1915. Both are contributing buildings.

The Queen Anne style, popular from around 1880 through 1910, gained national popularity through pattern books. Character-defining features include steeply pitched roofs with irregular shapes, often featuring dominant front-facing gables, asymmetrical facades with partial or full-width porches, and towers. Decorative spindlework on porches and gable trim is also common.

486 W. Osceola Street (LA02667), constructed in 1881, is a two-story Queen Anne-style home with asymmetrical massing (**Figure 85**). The house contains 1/1 double-hung windows with wooden trim, as well as paired 1/1 double-hung windows with wooden trim on the porch. The second-story facade boasts patterned fishscale siding and multiple gables, contributing to its picturesque massing. This historic residence was built by and for Lester H. Todd, a builder from New Jersey who also constructed the Hotel Clermont.



Figure 85 – 486 W. Osceola Street (LA02667)
Queen Anne

8.7 Folk Victorian

There is one (1) contributing Folk Victorian style building within the survey area.

Popular from around 1870 through 1910, the Folk Victorian style capitalized on advancements made during the Industrial Revolution. This style is characterized by ornate decoration applied to simple folk house forms. The ornamentation included pre-cut woodwork detailing such as wood shingles, turned spindles, spandrels, jigsaw-cut trim, and cornice line brackets, all of which were mass-produced in factories and shipped to local communities via railroad.

Folk Victorian architecture often incorporates elements from both frame vernacular and Queen Anne styles. While it includes some decorative spindlework typical of Queen Anne, it is distinguished by its symmetrical and straightforward massing, which contrasts with the more complex and asymmetrical forms of true Queen Anne houses. Queen Anne buildings often feature bay windows, towers, or turrets, creating a more three-dimensional and varied silhouette that is less common in Folk Victorian examples.

802 5th Street (LA05415), constructed in 1906, exhibits a simple front-gable design but is classified as Folk Victorian due to its decorative elements. It likely began as a gable-front frame vernacular building and was later updated with Queen Anne-style ornamentation, a common practice when mass-produced decorative elements became widely available. The two-story wrap-around porch is adorned with decorative spindlework, and the gable end features

decorative brackets on the eaves (**Figure 86**). The building contains a metal gable roof with a dormer, wood siding, and 2/2 double-hung wood windows.



Figure 86 – 802 5th Street (LA05415)
Folk Victorian

8.8 Colonial Revival

There are five (5) Colonial Revival style buildings within the survey area, constructed between 1910 and 1923. Of these, four (4) are contributing buildings. The subtypes include two (2) Colonial Revival buildings and three (3) Colonial Revival Dutch buildings.

The Colonial Revival style, popular between 1880 and 1955, is an eclectic architectural style that drew inspiration from colonial-era architecture along the East Coast of the United States. It primarily incorporated features from Georgian and Federal architecture, with some influence from Adam-style architecture, such as symmetrical facades and accentuated front doors often adorned with decorative crowns supported by pilasters. While the style does draw some inspiration from Dutch Colonial houses, the Georgian and Federal styles form the primary design focus for these buildings. Secondary influences include Postmedieval, English, and Dutch Colonial prototypes. Character-defining features of the Colonial Revival style include multi-pane double-hung windows, shutters, clapboard siding, and steeply pitched hip or gable roofs.

The Clermont Woman's Club, located at 655 W. Broome Street (LA00533) and individually listed in the NRHP, was constructed in 1923 in the Colonial Revival style (**Figure 87**). The symmetrical building features a side-facing gable roof with wide overhanging eaves and fishscale shingles. The

centrally located entry door has 15 lights and is flanked by 5-light sidelights. Double-hung wood windows are grouped in threes, separated by mullions. The front-facing gable porch is supported by slender wooden columns, and the building is clad in wood siding.



Figure 87 – 655 W. Broome Street (LA00533)
Colonial Revival

856 5th Street (LA05416) is a one-and-a-half-story Colonial Revival style home constructed around 1915 (**Figure 88**). While the building features some decorative elements like triangular knee braces and dove cotes that are not original to the home, the overall form remains true to the Colonial Revival style. The steeply pitched, front-facing gabled roof includes large, side-facing dormers. A wrap-around porch supported by slender columns graces the front of the house. The windows are 6/6 double-hung wood windows with wood trim and wooden shutters.



Figure 88 – 856 5th Street (LA05416)
Colonial Revival

8.9 Neoclassical Revival

There are two (2) Neoclassical style buildings within the survey area, constructed in 1921 and 1963. Both are contributing buildings.

The Neoclassical Revival style emerged in the late 19th and early 20th centuries and is characterized by its use of classical Greek and Roman architectural elements. Buildings in this style often feature symmetrical facades, tall columns with Corinthian or Ionic capitals, and elaborate pediments. The Neoclassical Revival style was popular for public buildings, such as banks, courthouses, and educational institutions, as it conveyed a sense of stability, permanence, and grandeur. This architectural style is known for its use of stone and stucco finishes, as well as decorative details like friezes and entablatures that emphasize classical proportions and elegance.

510 W. Minneola Avenue (LA05541), constructed in 1963, is a Neoclassical style building characterized by its symmetrical facade and classical details (**Figure 89**). The stucco clad building's main entrance features a prominent gable front portico and pediment above the main entry doors. The overall design reflects the Neoclassical emphasis on symmetry, formality, and classical architectural elements.



Figure 89 – 510 W. Minneola Avenue (LA05541)
Neoclassical Revival

702 W. Montrose Street (LA03998), constructed around 1921 in the Neoclassical Revival style, features a symmetrical facade characterized by classical architectural elements (**Figure 90**). The brick building includes a central portico supported by two tall, fluted columns that uphold a

classical entablature. The main entrance is recessed within the portico and is accessed via a set of wide steps. Large, rectangular windows on either side of the entrance provide natural light to the interior, enhancing the building's balanced and orderly design. The overall architectural elements reflect the Neoclassical Revival style.



Figure 90 – 702 W. Montrose Street (LA03998)
Neoclassical Revival

8.10 Tudor Revival

There is one (1) Tudor Revival style building within the survey area, constructed in 1945. It is a contributing building.

The Tudor Revival style, prominent in the United States from the late 19th century to the mid-20th century, often incorporates medieval English architectural elements. In the context of a church, even a restrained example of this style features key characteristics such as a steeply pitched gable roof and brick or stone exterior. The design may include tall, narrow windows with leaded glass and subtle half-timbering. Decorative elements are minimal, focusing on the overall form and craftsmanship, which evoke the historic charm and simplicity of English country churches.

574 W. Montrose Street (LA05578) is characterized by its steeply pitched gable roofs and stucco exterior (**Figure 91**). The building features a symmetrical facade with two prominent gable sections flanking a central entrance. The entrance is accentuated by a small gabled porch, and

the facade includes tall, narrow windows that align with the Tudor Revival style. The design is simple yet reflective of the medieval English architectural elements typical of the Tudor Revival, emphasizing form and craftsmanship.



Figure 91 – 574 W. Montrose Street (LA05578)
Tudor Revival

8.11 Mission

There are twelve (12) Mission style buildings within the survey area, constructed between 1920 and 1943. Of these, eleven (11) are contributing buildings.

The Mission style, popular from around 1890 through 1920, is most commonly found in California and Florida, two states with a rich Spanish heritage. The style gained popularity after California's pavilion building, featuring a Mission-inspired design, was showcased at the 1893 World's Columbian Exposition. Character-defining features of the Mission style include flat roofs with tile overhangs, wide overhanging eaves, and smooth stucco wall surfaces. A distinctive element of Mission style buildings is the symmetrical mission-shaped parapet or dormer, which varies in design but is always a prominent feature.

For comparison, Mission style architecture on the West Coast serves as a counterpart to the Colonial Revival architecture seen on the East Coast, both drawing inspiration from historical architectural traditions and adapting them to regional contexts.

1325 6th Street (LA05430) is a Mission-style home constructed in 1925 (**Figure 92**). The stucco-clad exterior showcases classic Mission elements, including a distinctive main wall with a mission shaped parapet and a smaller, extended wall also featuring a mission bell-shaped parapet. Adding to its character, the home boasts a centrally located chimney with a decorative niche and

planter base. The building is clad in stucco and contains red clay tile over the recessed, arched entry.



Figure 92 – 1325 6th Street (LA05430)
Mission

The distinctive mission bell shaped parapet appears again at 1317 6th Street (LA05429), constructed in 1925 (**Figure 93**). This home also features stucco clad walls, clay tile accents at the roof, and arched opening leading to a recessed entry.



Figure 93 – 1317 6th Street (LA05429)
Mission

8.12 Mediterranean Revival

There are four (4) Mediterranean Revival style buildings within the survey area, constructed between 1925 and 1943. All four (4) are contributing buildings.

The Mediterranean Revival style, characterized by stucco walls, red-tile roofs, arches above windows and doors, and low-pitched roofs, originated in the early 20th century. The 1915 Panama-California Exposition, held in San Diego, played a significant role in popularizing this style. The exposition's designer, Bertram Grosvenor Goodhue, incorporated stylistic references to Spanish Colonial buildings throughout Europe. The design of the exposition was soon copied by architects across the country, particularly in states with a history of Spanish occupation, such as California, Arizona, Texas, and Florida. The Mediterranean Revival style proved to be very popular in Florida, especially during the Florida Land Boom of the 1920s. Buildings in this style often feature courtyards, balconies, decorative wrought-iron details, and arcades that enhance the open, airy feel reminiscent of Mediterranean architecture.

1202 6th Street (LA05418) is an example of Mediterranean Revival architecture constructed in 1925 (**Figure 94**). The building features characteristic stucco walls and a flat roof with decorative clay tile accents. The facade includes arched windows with multi-pane glazing. The entrance is framed by an arched opening in a low stucco wall, leading to a small courtyard. The overall design reflects the influence of Spanish Colonial architecture, emphasizing simple forms and materials.



Figure 94 – 1202 6th Street (LA05418)
Mediterranean Revival

1241 6th Street (LA05423) is another example of Mediterranean Revival architecture constructed in 1943 (**Figure 95**). The building features stucco walls and a flat roof with clay tile accents over the main entrance, which is positioned on the side, lending a sense of privacy. The facade includes multi-light double hung windows by simple stucco surrounds. A prominent central chimney with an arched niche and integrated planter serves as a key architectural feature. The design also incorporates the layering of wall surfaces, adding visual depth to the facade. The overall design reflects the influence of Spanish Colonial architecture, emphasizing straightforward forms and materials.



Figure 95 – 1241 6th Street (LA05423)
Mediterranean Revival

8.13 American Four Square

There is one (1) American Four Square style building within the survey area, constructed in 1930. This building is a contributing building.

The American Four Square style is an important architectural form that should be distinguished from the previously discussed four square form. The four square form is characterized by its simple, boxy shape, typically two stories tall, with a nearly symmetrical facade and a square or rectangular footprint. It features an efficient interior layout, usually comprising four rooms on each floor arranged in a near-symmetrical manner, providing ample living space. In contrast, the American Four Square style emerged as a reaction to the ornate Queen Anne architecture and is

rooted in the Arts and Crafts movement. This style incorporates influences from Prairie and Craftsman architecture, such as wide eaves and simple, functional design elements.

576 W. Minneola Avenue (LA05549) is an example of the American Four Square style with distinctive features influenced by the Arts and Crafts movement (**Figure 96**). The building is two stories tall with a symmetrical facade and a square footprint. It is clad in tabby shell stucco, featuring detailed lines that add texture and visual interest to the exterior. The roof is a front-gabled design, and the facade includes 12-over-1 light double-hung wood sash windows on the upper floor and multi-light casement windows on the first floor. The eclectic design incorporates elements of the Arts and Crafts movement, including the use of natural materials and a focus on simplicity in form.



Figure 96 – 576 W. Minneola Avenue (LA05549).
American Four Square

8.14 Craftsman

There are fourteen (14) Craftsman style buildings within the survey area, constructed between 1900 and 1929. Of these, all fourteen (14) are contributing buildings. The subtypes include twelve (12) Craftsman buildings and two (2) Craftsman Four Square buildings.

The Craftsman style originated in California, with the first Craftsman building designed by architects Charles Sumner Greene and Henry Mather Greene. Inspired by the Arts and Crafts movement as well as oriental wooden architecture, the style gained popularity through

publications in pattern books and magazines. The Craftsman style was popular from around 1905 through the 1930s, a period that coincides with significant growth in Florida. As a result, Craftsman-style buildings can be found in many historic communities throughout the state. Character-defining features of the Craftsman style include low-pitched gable roofs with wide, unenclosed eave overhangs, decorative beams or braces under gables, and deep full or partial-width porches supported by tapered columns set upon masonry piers. Craftsman homes are typically one or one and a half stories in height.

544 W. Minneola Avenue (LA05545) is a one-and-a-half-story Craftsman-style home constructed in 1920 (**Figure 97**). The open front porch features wooden square column supports, with two square wooden upper columns resting on each of the four masonry piers. The gable dormer contains a centrally located 4/1 wood double-hung window, flanked by smaller 4/1 windows and divided by mullions. The side-facing gable roof has exposed rafter tails and is supported by wooden decorative triangular knee braces. The exterior is clad in wood siding. A detached garage, also constructed in 1920, complements the home with its front-facing gable roof, wood siding, 3/1 double-hung wood windows, and original three-light, three-panel outswing garage doors.



Figure 97 – 544 W. Minneola Avenue (LA05545)
Craftsman

An example of a two-story, Four-Square home in the Craftsman style is 931 W. Montrose Street (LA05611), constructed in 1925 (**Figure 98**). The building features a low-pitched, front-facing gable roof with exposed wooden rafter tails, characteristic of the Craftsman style. Other signature elements include a porch with battered columns resting on masonry piers and groupings of 3/1 double-hung wood windows divided by mullions. The shed roof entry porch

extends over the porte-cochere, which is no longer used for an automobile and has been screened to create additional outdoor living space.



Figure 98 – 931 W. Montrose Street (LA05611)
Craftsman

8.15 Mid-Century Modern

There are eleven (11) Mid-Century Modern style buildings within the survey area, constructed between 1920 and 1974. Without Hanks, the construction dates range from 1950 to 1974. Of these, ten (10) are contributing buildings. The subtypes include two (2) regular Mid-Century Modern buildings and nine (9) Mid-Century Modern One-Part Commercial buildings.

The Mid-Century Modern style, popular from the mid-1940s to the 1960s, is characterized by its clean lines, simple forms, and integration with nature. This architectural style often features flat planes, large glass windows, and open floor plans, which create a sense of openness and bring the outdoors inside. Common materials include steel, concrete, glass, and lighter-colored brick. Mid-Century Modern buildings frequently incorporate elements such as cantilevered overhangs, integrated planters at the base, and asymmetrical profiles. The design typically emphasizes functionality and minimalism, with a lack of decorative detailing, reflecting a departure from traditional design and an embrace of innovative, modernist principles.

950 7th Street (LA05438) is a Mid-Century Modern style building featuring a combination of brick, stucco, and wood materials constructed in 1973 (**Figure 99**). The structure is distinguished by its steeply pitched gable roof and prominent cross detail integrated into the facade. The entrance, labeled "Social Hall," is accessed through a set of double glass doors, with a cantilevered

overhang providing shelter. Large, floor-to-ceiling windows flanking the entrance allow natural light into the interior. The use of lighter-colored brick in the lower half of the building contrasts with the white stucco and wood accents in the upper section, adding visual interest. The design emphasizes simplicity and functionality, typical of Mid-Century Modern architecture.



Figure 99 – 950 7th Street (LA05438)
Mid-Century Modern

8.16 Ranch

There are forty-nine (49) Ranch style buildings within the survey area, constructed between 1946 and 1974. Of these, forty-five (45) are contributing buildings.

The Ranch style was the most popular residential architectural style of the 1950s and 1960s. In the post-World War II era, families were ready to grow and embraced the American dream of homeownership. The Federal Housing Administration's (FHA) generous financing programs favored the suburban concept—sprawling homes on wider lots in neighborhoods built strictly for residential purposes. The proliferation of the automobile and advancements in World War II technology, such as the ability to create large expanses of glass, made this new lifestyle possible. Ranch style homes are characterized by their sprawling, one-story horizontal layout, low-pitched roofs, picture windows, and the integration of a carport or garage, a feature previously not seen in homes.

528 W. Montrose Street (LA05574) is a Ranch-style building constructed circa 1954 (**Figure 100**). It features a hipped roof with wide overhanging eaves and large picture windows. The integrated garage is seamlessly incorporated into the overall roof form. The lower half of the facade is clad in a stone veneer, adding a decorative element. Additionally, a low planter at the base of one of the picture windows is another commonly found element on Ranch style buildings.



Figure 100 – 528 W. Montrose Street (LA05574)
Ranch

770 10th Street (LA05452) is a Ranch-style home constructed in 1974 (**Figure 101**). Characterized by its low, horizontal profile, the house features a side-facing gable roof that extends over an open porch and carport, supported by decorative metal posts. The masonry exterior adds to the home's sturdy appearance. The windows are single-hung with 8/8 panes, complemented by decorative shutters.



Figure 101 – 770 10th Street (LA05452)
Ranch

8.17 International

There are seven (7) International style buildings within the survey area, constructed between 1947 and 1973. All seven (7) are contributing buildings. The subtypes include six (6) International buildings and one (1) International One-Part Commercial building.

877 W. Minneola Avenue (LA05570), constructed in 1968, is an example of the International style (**Figure 102**). The building features full-length fixed windows on either side of the double glass door entrance, enhancing its modernist aesthetic. The flat roof is clad in brick, and large concrete columns anchor each end of the facade, adding to the building's geometric appeal. The offset double glass door entrance is on the far right of the facade and is surrounded by full-length fixed windows, emphasizing the style's emphasis on openness and natural light. The overhanging eaves of the flat roof provide shelter and create an open porch effect on the façade. The International style was a common style found in United States Post Office design in the 1960s and 1970s.



Figure 102 – 877 W. Minneola Avenue (LA05570)
International

9.0 LISTS OF SURVEYED RESOURCES

The lists contained within this section provide an overview of the resources surveyed, including properties eligible for individual designation to the NRHP, classification of contributing or non-contributing, updates to previously recorded FMSF forms, and demolitions that have occurred to properties that were previously recorded.

9.1 List of Resources Potentially Eligible for Individual Listing in the National Register

HISTORIC CLERMONT PROPERTIES SURVEY POTENTIALLY ELIGIBLE FOR INDIVIDUAL LISTING IN THE NATIONAL REGISTER							
FMSF #	No.	Dir.	Street Name	Street Type	Site Name (From SHPO)	SHPO Year Built	Style
LA05415	802		5TH	ST	802 5TH STREET	1906	Folk Victorian
LA05490	865	W	DESOTO	ST	CLERMONT MASONIC	1952	International
LA05531	647		LAKE	AVE	647 LAKE AVENUE	1915	Frame Vernacular
LA03998	702	W	MONTROSE	ST	FIRST NATIONAL BANK	1921	Neoclassical Revival
LA05602	792	W	MONTROSE	ST	792 W MONTROSE STREET	1921	Masonry Vernacular, Two-Part Commercial
LA05604	798	W	MONTROSE	ST	FIRST STATE BANK	1912	Masonry Vernacular, Two-Part Commercial
LA05607	827	W	MONTROSE	ST	827 W MONTROSE STREET	1900	Frame Vernacular
LA05608	838	W	MONTROSE	ST	838 W MONTROSE STREET	1881	Frame Vernacular
LA04003	915	W	MONTROSE	ST	ARCHIBALD GANO HOUSE	1891	Frame Vernacular
LA02667	486	W	OSCEOLA	ST	TODD HOUSE	1881	Queen Anne
LA05645	490		WEST	AVE	CLERMONT RAILROAD DEPOT	1925	Craftsman
LA05646	490		WEST	AVE	QUONSET HUT - WWII	1943	Industrial Vernacular, Quonset Hut

9.2 List of Contributing Resources

HISTORIC CLERMONT PROPERTIES SURVEY CONTRIBUTING RESOURCES							
FMSF #	No.	Dir.	Street Name	Street Type	Site Name (From SHPO)	SHPO Year Built	Style
LA05417	436		4TH	ST	436 4TH STREET	1967	Masonry Vernacular
LA05408	420		5TH	ST	420 5TH STREET	1960	Masonry Vernacular
LA05410	432		5TH	ST	432 5TH STREET	1929	Craftsman
LA05411	520		5TH	ST	520 5TH STREET	1955	Ranch
LA05412	610		5TH	ST	610 5TH STREET	1965	Masonry Vernacular
LA05413	624		5TH	ST	624 5TH STREET	1964	Ranch
LA05414	634		5TH	ST	634 5TH STREET	1956	Ranch
LA05415	802		5TH	ST	802 5TH STREET	1906	Folk Victorian
LA05416	856		5TH	ST	856 5TH STREET	1915	Colonial Revival, Dutch
LA05418	1202		6TH	ST	1202 6TH STREET	1925	Mediterranean Revival
LA05419	1215		6TH	ST	1215 6TH STREET	1925	Mission
LA05420	1221		6TH	ST	1221 6TH STREET	1925	Mediterranean Revival
LA05421	1230		6TH	ST	1230 6TH STREET	1935	Mission
LA05422	1233		6TH	ST	1233 6TH STREET	1925	Mission
LA05423	1241		6TH	ST	1241 6TH STREET	1943	Mediterranean Revival
LA05424	1252		6TH	ST	1252 6TH STREET	1943	Mission
LA05425	1259		6TH	ST	1259 6TH STREET	1932	Mission
LA05426	1271		6TH	ST	1271 6TH STREET	1926	Mission
LA05427	1300		6TH	ST	1300 6TH STREET	1943	Mission
LA05428	1303		6TH	ST	1303 6TH STREET	1925	Mediterranean Revival
LA05429	1317		6TH	ST	1317 6TH STREET	1925	Mission
LA05430	1325		6TH	ST	1325 6TH STREET	1925	Mission
LA05432	505		7TH	ST	505 7TH STREET	1910	Craftsman
LA05433	650		7TH	ST	650 7TH STREET	1947	International, One-Part Commercial
LA05434	730		7TH	ST	730 7TH STREET	1923	Masonry Vernacular, One-Part Commercial
LA05435	825		7TH	ST	825 7TH STREET	1970	Masonry Vernacular
LA05436	927		7TH	ST	927 7TH STREET	1955	Ranch
LA05437	949		7TH	ST	949 7TH STREET	1949	Ranch
LA05439	950		7TH	ST	HANCOCK BUILDING	1973	Masonry Vernacular
LA05641	950		7TH	ST	EDUCATION	1973	International
LA05438	950		7TH	ST	SOCIAL HALL	1973	Mid-Century Modern
LA05440	1035		7TH	ST	1035 7TH STREET	1920	Mission
LA05441	524		8TH	ST	524 8TH STREET	1952	Masonry Vernacular
LA05442	528		8TH	ST	528 8TH STREET	1968	Masonry Vernacular
LA05443	628-630		8TH	ST	628-630 8TH STREET	1960	Masonry Vernacular, One-Part Commercial
LA05444	637		8TH	ST	637 8TH STREET	1950	Mid-Century Modern, One-Part Commercial
LA05445	639		8TH	ST	639 8TH STREET	1921	Masonry Vernacular, Two-Part Commercial
LA05446	650		8TH	ST	650 8TH STREET	1925	Masonry Vernacular, One-Part Commercial
LA05447	737		8TH	ST	737 8TH STREET	1945	Masonry Vernacular
LA05448	738		8TH	ST	738 8TH STREET	1940	Masonry Vernacular
LA05449	741		8TH	ST	741 8TH STREET	1955	Mid-Century Modern, One-Part Commercial

HISTORIC CLERMONT PROPERTIES SURVEY CONTRIBUTING RESOURCES							
FMSF #	No.	Dir.	Street Name	Street Type	Site Name (From SHPO)	SHPO Year Built	Style
LA05450	739		10TH	ST	739 10TH STREET	1958	Ranch
LA05451	760		10TH	ST	760 10TH STREET	1974	Ranch
LA05452	770		10TH	ST	770 10TH STREET	1974	Ranch
LA05453	780		10TH	ST	780 10TH STREET	1974	Ranch
LA05454	843		10TH	ST	843 10TH STREET	1950	Ranch
LA05455	883		10TH	ST	883 10TH STREET	1968	Ranch
LA05456	931		10TH	ST	931 10TH STREET	1947	Ranch
LA05457	945		10TH	ST	945 10TH STREET	1948	Frame Vernacular
LA05466	642	W	BROOME	ST	642 W BROOME STREET	1953	Ranch
LA05533	655	W	BROOME	ST	CLERMONT WOMAN'S CLUB	1923	Colonial Revival
LA05467	938	W	BROOME	ST	938 W BROOME STREET	1973	Masonry Vernacular
LA05475	414		CARROLL	ST	414 CARROLL STREET	1958	Masonry Vernacular
LA05499	432		CARROLL	ST	432 CARROLL STREET	1958	Ranch
LA05506	440		CARROLL	ST	440 CARROLL STREET	1957	Ranch
LA05537	458		CARROLL	ST	458 CARROLL STREET	1958	Ranch
LA05581	486		CARROLL	ST	486 CARROLL STREET	1959	Masonry Vernacular
LA05469	512		CARROLL	ST	512 CARROLL STREET	1958	Ranch
LA05470	535		CARROLL	ST	535 CARROLL STREET	1920	Frame Vernacular
LA05471	553		CARROLL	ST	553 CARROLL STREET	1940	Frame Vernacular
LA05477	518	W	DESOTO	ST	518 W DESOTO STREET	1965	Ranch
LA05478	532	W	DESOTO	ST	532 W DESOTO STREET	1955	Masonry Vernacular
LA05479	545	W	DESOTO	ST	545 W DESOTO STREET	1949	Ranch
LA05480	555	W	DESOTO	ST	555 W DESOTO STREET	1920	Frame Vernacular
LA05481	560	W	DESOTO	ST	560 W DESOTO STREET	1965	International
LA05483	607	W	DESOTO	ST	607 W DESOTO STREET	1900	Frame Vernacular
LA05484	617	W	DESOTO	ST	617 W DESOTO STREET	1970	Masonry Vernacular
LA04682	855	W	DESOTO	ST	VETERANS OF FOREIGN WARS INC. POST #5277	1950	International
LA05490	865	W	DESOTO	ST	CLERMONT MASONIC LODGE NO. 226 F. & A.M.	1952	International
LA05491	915	W	DESOTO	ST	915 W DESOTO STREET	1973	Ranch
LA05492	939	W	DESOTO	ST	939 W DESOTO STREET	1946	Ranch
LA05493	955	W	DESOTO	ST	955 W DESOTO STREET	1948	Frame Vernacular
LA05495	984	W	DESOTO	ST	984 W DESOTO STREET	1928	Frame Vernacular
LA05497	1004	W	DESOTO	ST	1004 W DESOTO STREET	1974	Ranch
LA05498	1047	W	DESOTO	ST	1047 W DESOTO STREET	1946	Masonry Vernacular
LA05502	624	W	HIGHWAY	50	624 W HIGHWAY 50	1925	Craftsman
LA05504	900	W	HIGHWAY	50	900 W HIGHWAY 50	1972	Ranch
LA05505	1060	W	HIGHWAY	50	1060 W HIGHWAY 50	1958	Masonry Vernacular
LA05508	568		HIGHLAND	AVE	568 HIGHLAND AVE	1953	Frame Vernacular
LA05509	550	W	JUNIATA	ST	550 W JUNIATA STREET	1930	Frame Vernacular
LA05510	615	W	JUNIATA	ST	615 W JUNIATA STREET	1959	Ranch
LA05511	636	W	JUNIATA	ST	636 W JUNIATA STREET	1950	Masonry Vernacular
LA05512	640	W	JUNIATA	ST	640 W JUNIATA STREET	1950	Masonry Vernacular
LA05514	645	W	JUNIATA	ST	645 W JUNIATA STREET	1957	Ranch
LA05513	646	W	JUNIATA	ST	646 W JUNIATA STREET	1950	Masonry Vernacular
LA05516	940	W	JUNIATA	ST	940 W JUNIATA STREET	1957	Ranch
LA05517	963	W	JUNIATA	ST	963 W JUNIATA STREET	1954	Ranch
LA05518	965	W	JUNIATA	ST	965 W JUNIATA STREET	1957	Ranch
LA05519	966	W	JUNIATA	ST	966 W JUNIATA STREET	1947	Masonry Vernacular
LA05520	970	W	JUNIATA	ST	970 W JUNIATA STREET	1960	Masonry Vernacular
LA05521	999	W	JUNIATA	ST	999 W JUNIATA STREET	1947	Ranch
LA05523	1020	W	JUNIATA	ST	1020 W JUNIATA STREET	1942	Masonry Vernacular

HISTORIC CLERMONT PROPERTIES SURVEY CONTRIBUTING RESOURCES							
FMSF #	No.	Dir.	Street Name	Street Type	Site Name (From SHPO)	SHPO Year Built	Style
LA05522	1020	W	JUNIATA	ST	1020 W JUNIATA STREET	1942	Masonry Vernacular
LA05529	520		LAKE	AVE	520 LAKE AVENUE	1925	Craftsman
LA05530	619		LAKE	AVE	619 LAKE AVENUE	1910	Colonial Revival
LA05531	647		LAKE	AVE	647 LAKE AVENUE	1915	Frame Vernacular
LA05532	740		LAKE	AVE	740 LAKE AVENUE	1964	Ranch
LA05533	748		LAKE	AVE	748 LAKE AVENUE	1956	Ranch
LA05534	791		LAKE	AVE	791 LAKE AVENUE	1968	Masonry Vernacular
LA05535	840		LAKE	AVE	840 LAKE AVENUE	1951	Ranch
LA05536	842		LAKE	AVE	842 LAKE AVENUE	1958	Ranch
LA05631	436		LAKE MINNEOLA	DR	436 LAKE MINNEOLA DRIVE	1960	Mid-Century Modern
LA05637	466	W	MINNEOLA	AVE	CLERMONT SHUFFLEBOARD COURT	1950	No Style
LA05541	510	W	MINNEOLA	AVE	510 W MINNEOLA AVENUE	1963	Neoclassical Revival
LA05542	525	W	MINNEOLA	AVE	525 W MINNEOLA AVENUE	1920	Frame Vernacular
LA05543	539	W	MINNEOLA	AVE	539 W MINNEOLA AVENUE	1920	Frame Vernacular
LA05544	543	W	MINNEOLA	AVE	543 W MINNEOLA AVENUE	1920	Frame Vernacular
LA05545	544	W	MINNEOLA	AVE	544 W MINNEOLA AVENUE	1920	Craftsman
LA05546	558	W	MINNEOLA	AVE	558 W MINNEOLA AVENUE	1920	Frame Vernacular
LA05547	561	W	MINNEOLA	AVE	561 W MINNEOLA AVENUE	1920	Craftsman
LA05548	562	W	MINNEOLA	AVE	562 W MINNEOLA AVENUE	1925	Craftsman
LA05549	576	W	MINNEOLA	AVE	576 W MINNEOLA AVENUE	1930	American Four Square
LA05550	592	W	MINNEOLA	AVE	592 W MINNEOLA AVENUE	1920	Frame Vernacular
LA05553	652	W	MINNEOLA	AVE	652 W MINNEOLA AVENUE	1925	Craftsman
LA05554	655	W	MINNEOLA	AVE	655 W MINNEOLA AVENUE	1900	Frame Vernacular
LA05555	663	W	MINNEOLA	AVE	663 W MINNEOLA AVENUE	1925	Frame Vernacular
LA05556	674	W	MINNEOLA	AVE	674 W MINNEOLA AVENUE	1920	Frame Vernacular
LA05558	677	W	MINNEOLA	AVE	677 W MINNEOLA AVENUE	1974	Masonry Vernacular
LA05557	677	W	MINNEOLA	AVE	677 W MINNEOLA AVENUE	1900	Frame Vernacular
LA05560	688	W	MINNEOLA	AVE	688 W MINNEOLA AVENUE	1921	Craftsman, Four Square
LA05561	696	W	MINNEOLA	AVE	696 W MINNEOLA AVENUE	1921	Frame Vernacular, Four Square
LA05562	792	W	MINNEOLA	AVE	792 W MINNEOLA AVENUE	1934	Masonry Vernacular, One-Part Commercial
LA05563	794	W	MINNEOLA	AVE	794 W MINNEOLA AVENUE	1924	Masonry Vernacular, One-Part Commercial
LA05567	847	W	MINNEOLA	AVE	847 W MINNEOLA AVENUE	1909	Frame Vernacular
LA05568	849	W	MINNEOLA	AVE	849 W MINNEOLA AVENUE	1909	Frame Vernacular
LA05570	877	W	MINNEOLA	AVE	877 W MINNEOLA AVENUE	1968	International
LA05571	896	W	MINNEOLA	AVE	896 W MINNEOLA AVENUE	1964	Masonry Vernacular, One-Part Commercial
LA05572	935	W	MINNEOLA	AVE	935 W MINNEOLA AVENUE	1956	Ranch
LA04333	1120	W	MINNEOLA	AVE	1120 W MINNEOLA AVENUE	1915	Queen Anne
LA05574	528	W	MONTROSE	ST	528 W MONTROSE STREET	1954	Ranch
LA05576	561	W	MONTROSE	ST	561 W MONTROSE STREET	1974	Masonry Vernacular
LA05575	561	W	MONTROSE	ST	561 W MONTROSE STREET	1974	Masonry Vernacular
LA05577	562	W	MONTROSE	ST	562 W MONTROSE STREET	1924	Mission
LA05578	574	W	MONTROSE	ST	574 W MONTROSE STREET	1945	Tudor Revival
LA05579	664	W	MONTROSE	ST	664 W MONTROSE STREET	1974	Mid-Century Modern, One-Part Commercial
LA05580	670-684	W	MONTROSE	ST	670-684 W MONTROSE STREET	1955	Mid-Century Modern, One-Part Commercial
LA05582	688-690	W	MONTROSE	ST	688-690 W MONTROSE STREET	1955	Masonry Vernacular
LA05583	701	W	MONTROSE	ST	701 W MONTROSE STREET	1924	Masonry Vernacular, One-Part Commercial
LA03998	702	W	MONTROSE	ST	FIRST NATIONAL BANK	1921	Neoclassical Revival
LA05584	712	W	MONTROSE	ST	712 W MONTROSE STREET	1926	Masonry Vernacular, One-Part Commercial
LA05585	720	W	MONTROSE	ST	720 W MONTROSE STREET	1949	Ranch
LA05587	723	W	MONTROSE	ST	723 W MONTROSE STREET	1953	Mid-Century Modern, One-Part Commercial
LA05589	757	W	MONTROSE	ST	757 W MONTROSE STREET	1920	Mid-Century Modern, One-Part Commercial

HISTORIC CLERMONT PROPERTIES SURVEY CONTRIBUTING RESOURCES							
FMSF #	No.	Dir.	Street Name	Street Type	Site Name (From SHPO)	SHPO Year Built	Style
LA05590	761	W	MONTROSE	ST	761 W MONTROSE STREET	1924	Masonry Vernacular, Two-Part Commercial
LA05594	773	W	MONTROSE	ST	773 W MONTROSE STREET	1921	Masonry Vernacular, Two-Part Commercial
LA05595	776	W	MONTROSE	ST	776 W MONTROSE STREET	1952	International
LA05596	777	W	MONTROSE	ST	777 W MONTROSE STREET	1921	Masonry Vernacular, Two-Part Commercial
LA05597	782	W	MONTROSE	ST	782 W MONTROSE STREET	1951	Mid-Century Modern, One-Part Commercial
LA05598	786	W	MONTROSE	ST	786 W MONTROSE STREET	1940	Masonry Vernacular, One-Part Commercial
LA05599	787	W	MONTROSE	ST	787 W MONTROSE STREET	1946	Masonry Vernacular, One-Part Commercial
LA05600	789	W	MONTROSE	ST	789 W MONTROSE STREET	1946	Masonry Vernacular, One-Part Commercial
LA05601	791	W	MONTROSE	ST	791 W MONTROSE STREET	1949	Masonry Vernacular, One-Part Commercial
LA05602	792	W	MONTROSE	ST	792 W MONTROSE STREET	1921	Masonry Vernacular, Two-Part Commercial
LA05604	798	W	MONTROSE	ST	FIRST STATE BANK	1912	Masonry Vernacular, Two-Part Commercial
LA05607	827	W	MONTROSE	ST	827 W MONTROSE STREET	1900	Frame Vernacular
LA05606	820-830	W	MONTROSE	ST	820-830 W MONTROSE STREET	1960	Mid-Century Modern, One-Part Commercial
LA05608	838	W	MONTROSE	ST	838 W MONTROSE STREET	1881	Frame Vernacular
LA05609	898	W	MONTROSE	ST	898 W MONTROSE STREET	1940	Masonry Vernacular, Service Station
LA04003	915	W	MONTROSE	ST	ARCHIBALD GANO HOUSE	1891	Frame Vernacular
LA05610	926	W	MONTROSE	ST	926 W MONTROSE STREET	1900	Craftsman
LA05611	931	W	MONTROSE	ST	931 W MONTROSE STREET	1925	Craftsman, Four Square
LA05612	952	W	MONTROSE	ST	952 W MONTROSE STREET	1925	Frame Vernacular
LA05613	954	W	MONTROSE	ST	954 W MONTROSE STREET	1915	Frame Vernacular
LA05614	967	W	MONTROSE	ST	967 W MONTROSE STREET	1951	Ranch
LA05615	968	W	MONTROSE	ST	968 W MONTROSE STREET	1925	Masonry Vernacular
LA05616	979	W	MONTROSE	ST	979 W MONTROSE STREET	1952	Ranch
LA05617	990	W	MONTROSE	ST	990 W MONTROSE STREET	1925	Frame Vernacular
LA05619	1003	W	MONTROSE	ST	1003 W MONTROSE STREET	1974	Ranch
LA05620	1009	W	MONTROSE	ST	1009 W MONTROSE STREET	1974	Ranch
LA05621	1052	W	MONTROSE	ST	1052 W MONTROSE STREET	1947	Ranch
LA05623	1136	W	MONTROSE	ST	1136 W MONTROSE STREET	1956	Ranch
LA02667	486	W	OSCEOLA	ST	TODD HOUSE	1881	Queen Anne
LA05624	518	W	OSCEOLA	ST	518 W OSCEOLA STREET	1929	Frame Vernacular
LA05625	534	W	OSCEOLA	ST	534 W OSCEOLA STREET	1925	Masonry Vernacular
LA05626	535	W	OSCEOLA	ST	535 W OSCEOLA STREET	1920	Colonial Revival, Dutch
LA05628	561	W	OSCEOLA	ST	561 W OSCEOLA STREET	1920	Frame Vernacular
LA05629	609	W	OSCEOLA	ST	609 W OSCEOLA STREET	1915	Craftsman
LA05630	614-616	W	OSCEOLA	ST	614-616 W OSCEOLA STREET	1955	Ranch
LA05632	627	W	OSCEOLA	ST	627 W OSCEOLA STREET	1954	Masonry Vernacular
LA05633	645	W	OSCEOLA	ST	645 W OSCEOLA STREET	1910	Frame Vernacular
LA05639	848	W	OSCEOLA	ST	848 W OSCEOLA STREET	1940	Industrial Vernacular, Metal
LA05640	1166		SHORT	ST	1166 SHORT STREET	1950	Masonry Vernacular
LA05643	490		WEST	AVE	COOPER MEMORIAL LIBRARY	1914	Frame Vernacular
LA05645	490		WEST	AVE	CLERMONT RAILROAD DEPOT	1925	Craftsman
LA05646	490		WEST	AVE	QUONSET HUT - WWII MUSEUM	1943	Industrial Vernacular, Quonset Hut
LA05644	490		WEST	AVE	TOWNSEND HOUSE	1895	Frame Vernacular
LA05642	490		WEST	AVE	KERN HOUSE	1885	Frame Vernacular
LA05651	658		WEST	AVE	658 WEST AVENUE	1930	Frame Vernacular
LA05538	705		WEST	AVE	705 WEST AVENUE	1925	Frame Vernacular
LA05476	756		WEST	AVE	756 WEST AVENUE	1920	Craftsman
LA05500	801		WEST	AVE	801 WEST AVENUE	1912	Frame Vernacular
LA05501	830		WEST	AVE	830 WEST AVENUE	1954	Ranch
LA05503	854		WEST	AVE	854 WEST AVENUE	1954	Masonry Vernacular
LA05564	930		WEST	AVE	930 WEST AVENUE	1960	Ranch

9.3 List of Non-Contributing Resources

HISTORIC CLERMONT PROPERTIES SURVEY NON-CONTRIBUTING RESOURCES							
FMSF #	No.	Dir	Street Name	Street Type	Site Name (From SHPO)	SHPO Year Built	Style
LA05409	424		5TH	ST	424 5TH STREET	1940	Frame Vernacular
LA05458	953		10TH	ST	953 10TH STREET	1948	Masonry Vernacular
LA05459	530		11TH	ST	530 11TH STREET	1958	Industrial Vernacular, Masonry
LA05460	629		11TH	ST	629 11TH STREET	1955	Masonry Vernacular
LA05462	333		12TH	ST	333 12TH STREET	1937	Industrial Vernacular, Metal
LA05461	333		12TH	ST	333 12TH STREET	1937	Industrial Vernacular, Metal
LA05463	347		12TH	ST	347 12TH STREET	1935	Frame Vernacular
LA05464	412		12TH	ST	412 12TH STREET	1963	Masonry Vernacular
LA05465	649		12TH	ST	649 12TH STREET	1946	Masonry Vernacular
LA05468	1034	W	BROOME	ST	1034 W BROOME STREET	1907	Frame Vernacular
LA05527	472		CARROLL	ST	472 CARROLL STREET	1960	Masonry Vernacular
LA05472	1000		CARROLL	ST	1000 CARROLL STREET	1949	Industrial Vernacular, Masonry
LA05474	1111		CARROLL	ST	1111 CARROLL STREET	1969	No Style
LA05482	569	W	DESOTO	ST	569 W DESOTO STREET	1920	No Style
LA05485	772-774	W	DESOTO	ST	772-774 W DESOTO STREET	1948	Masonry Vernacular
LA05486	776	W	DESOTO	ST	776 W DESOTO STREET	1948	Masonry Vernacular
LA05487	819	W	DESOTO	ST	819 W DESOTO STREET	1962	Industrial Vernacular, Masonry
LA05488	826	W	DESOTO	ST	826 W DESOTO STREET	1960	Masonry Vernacular, One-Part Commercial
LA05489	836	W	DESOTO	ST	836 W DESOTO STREET	1947	Masonry Vernacular, One-Part Commercial
LA05494	983	W	DESOTO	ST	983 W DESOTO STREET	1915	Frame Vernacular
LA05496	1001	W	DESOTO	ST	1001 W DESOTO STREET	1947	Masonry Vernacular
LA05507	449		HIGHWAY	561A	449 HIGHWAY 561A	1953	Frame Vernacular
LA05515	659	W	JUNIATA	ST	659 W JUNIATA STREET	1925	Mission
LA05524	1029	W	JUNIATA	ST	1029 W JUNIATA STREET	1942	Masonry Vernacular
LA05525	1039	W	JUNIATA	ST	1039 W JUNIATA STREET	1960	Industrial Vernacular, Masonry
LA05526	1062	W	JUNIATA	ST	1062 W JUNIATA STREET	1971	Industrial Vernacular, Metal
LA05528	1092	W	JUNIATA	ST	1092 W JUNIATA STREET	1942	Masonry Vernacular
LA05540	1127		LAKE MINNEOLA	DR	1127 LAKE MINNEOLA DRIVE	1945	Masonry Vernacular
LA05539	1128		LAKE MINNEOLA	DR	1128 LAKE MINNEOLA DRIVE	1925	Frame Vernacular
LA05551	612	W	MINNEOLA	AVE	612 W MINNEOLA AVENUE	1900	No Style
LA05552	628	W	MINNEOLA	AVE	628 W MINNEOLA AVENUE	1910	Colonial Revival, Dutch
LA05559	685	W	MINNEOLA	AVE	685 W MINNEOLA AVENUE	1925	Masonry Vernacular
LA05565	806	W	MINNEOLA	AVE	806 W MINNEOLA AVENUE	1960	Masonry Vernacular
LA05566	821	W	MINNEOLA	AVE	821 W MINNEOLA AVENUE	1960	Masonry Vernacular, One-Part Commercial
LA05569	858	W	MINNEOLA	AVE	858 W MINNEOLA AVENUE	1920	Frame Vernacular
LA05573	1188	W	MINNEOLA	AVE	1188 W MINNEOLA AVENUE	1957	Ranch
LA05588	732	W	MONTROSE	ST	732 W MONTROSE STREET	1950	Masonry Vernacular, One-Part Commercial
LA05591	763	W	MONTROSE	ST	763 W MONTROSE STREET	1920	Masonry Vernacular, One-Part Commercial
LA05592	769	W	MONTROSE	ST	769 W MONTROSE STREET	1917	Masonry Vernacular, One-Part Commercial
LA05593	770	W	MONTROSE	ST	770 W MONTROSE STREET	1958	Mid-Century Modern, One-Part Commercial
LA05603	793	W	MONTROSE	ST	793 W MONTROSE STREET	1949	Masonry Vernacular, One-Part Commercial
LA05605	801	W	MONTROSE	ST	801 W MONTROSE STREET	1923	Masonry Vernacular, Two-Part Commercial
LA05618	991	W	MONTROSE	ST	991 W MONTROSE STREET	1952	Ranch
LA05622	1098	W	MONTROSE	ST	1098 W MONTROSE STREET	1965	Ranch
LA05627	552	W	OSCEOLA	ST	552 W OSCEOLA STREET	1935	No Style
LA05636	653	W	OSCEOLA	ST	653 W OSCEOLA STREET	1950	Masonry Vernacular
LA05634	667	W	OSCEOLA	ST	667 W OSCEOLA STREET	1938	Masonry Vernacular
LA05635	673	W	OSCEOLA	ST	673 W OSCEOLA STREET	1951	Masonry Vernacular
LA05638	741	W	OSCEOLA	ST	741 W OSCEOLA STREET	1925	Frame Vernacular
LA05647	525		WEST	AVE	525 WEST AVENUE	1946	Ranch
LA05648	533-535		WEST	AVE	533-535 WEST AVENUE	1958	Masonry Vernacular
LA05649	606		WEST	AVE	606 WEST AVENUE	1920	Frame Vernacular
LA05650	644		WEST	AVE	644 WEST AVENUE	1925	Frame Vernacular
LA05431	719		WEST	AVE	719 WEST AVENUE	1946	Masonry Vernacular, One-Part Commercial
LA05473	721		WEST	AVE	721 WEST AVENUE	1946	Industrial Vernacular, Quonset Hut
LA05586	1018		WEST	AVE	1018 WEST AVENUE	1954	Masonry Vernacular

9.4 List of Updates to Previously Recorded FMSF Forms

HISTORIC CLERMONT PROPERTIES SURVEY LIST OF UPDATES TO PREVIOUSLY RECORDED FMSF FORMS							
FMSF #	No.	Dir.	Street Name	Street Type	Site Name (From SHPO)	SHPO Year Built	Style
LA00533	655	W	BROOME	ST	CLERMONT WOMAN'S CLUB	1923	Colonial Revival
LA04682	855	W	DESOTO	ST	VETERANS OF FOREIGN WARS INC. POST #5277	1950	International
LA04333	1120	W	MINNEOLA	AVE	1120 W MINNEOLA AVENUE	1915	Queen Anne
LA03998	702	W	MONTROSE	ST	FIRST NATIONAL BANK	1921	Neoclassical Revival
LA04003	915	W	MONTROSE	ST	ARCHIBALD GANO HOUSE	1891	Frame Vernacular
LA02667	486	W	OSCEOLA	ST	TODD HOUSE	1881	Queen Anne

9.5 Recorded Properties in Process of Demolition

HISTORIC CLERMONT PROPERTIES SURVEY RECORDED PROPERTIES IN PROCESS OF DEMOLITION							
FMSF #	No.	Dir.	Street Name	Street Type	Site Name (From SHPO)	SHPO Year Built	Style
LA05459	530		11TH	ST	530 11TH STREET	1958	Industrial Vernacular, Masonry
LA05464	412		12TH	ST	412 12TH STREET	1963	Masonry Vernacular
LA05472	1000		CARROLL	ST	1000 CARROLL STREET	1949	Industrial Vernacular, Masonry
LA05474	1111		CARROLL	ST	1111 CARROLL STREET	1969	No Style
LA05507	449		HIGHWAY	561A	449 HIGHWAY 561A	1953	Frame Vernacular

10.0 RECOMMENDATIONS AND SUMMARY

The goal of the Historic Clermont Properties Survey was to update information on properties previously recorded through FMSF forms and to document additional properties built on or before 1974. The survey also aimed to create a historical narrative to provide a deeper understanding of Clermont's history and development. The information gathered from the survey can be utilized in various ways to promote the preservation and protection of historic resources, including through education, marketing, financial incentives, designation, and historic preservation programming. Additionally, the survey results can support efforts to prioritize walkability and enhance the sense of place within the downtown area. The following recommendations are intended to strategically utilize the survey results to improve the social, cultural, and economic climate of Clermont.

10.1 Recommendation 1 – Formal Actions for the City of Clermont

- a. **Populate the Historic Preservation Committee** – The City of Clermont's Historic Preservation Committee, discussed in Section 3.3 of this report, should be fully populated. Local leadership, citizens, and residents possess an intimate understanding and awareness of their community that others do not, and they have the best interest of their community at heart. Members of municipal boards tasked with historic preservation often own historic properties themselves, giving them a unique perspective on the challenges and rewards of stewarding their town's history. These board members are passionately committed to preservation and often have backgrounds in areas relevant to historic preservation, such as construction, urban planning, history, architecture, archaeology, engineering, and design. Their passion for historic buildings and their expertise makes them well-suited to work with owners of historic buildings, guiding them in decisions affecting their properties. While elected officials could serve in this capacity, it is often counterproductive to the goals being sought, as they may lack the insight and expertise of fellow historic property owners and those with relevant backgrounds.

Additionally, change the name of the Historic Preservation Committee to the Historic Preservation Board. The term 'Committee' often conveys a sense of temporary or informal status, which may not accurately reflect the significance and permanence of historic preservation's role within the community. By changing the name to the Historic Preservation Board, the city would signal a more stable and authoritative presence, reinforcing the board's importance in preserving and protecting the city's historic resources. This change would not only enhance the board's credibility but also better align its name with its crucial role in guiding and overseeing historic preservation efforts in our community. The term 'Board' carries a connotation of permanence, authority, and professionalism, all of which are qualities that accurately reflect the work and dedication of the members of the Historic Preservation Board.

- b. **Survey Adoption** – The City of Clermont’s City Council should be encouraged to formally adopt the survey report and associated FMSF forms, and to consider formal actions that may be taken in the interest of protecting the finite, tangible historic resources present within the survey area. These actions should include an update and implementation of *The City of Clermont Code of Ordinances, Chapter 109 – Historic Preservation* and creation of a formal historic preservation program as outlined below. Additionally, the city should create a historic preservation page on its website where excerpts of the survey information, such as the historical narrative and historic images, can be accessed by the public.
- c. **Historic Preservation Ordinance Update and Implementation** – It would have been challenging for City leadership and staff to implement a historic preservation program without the benefit of a historic resource survey. The survey establishes architectural styles, significance, and integrity, all essential information that would be needed when evaluating projects through a local historic preservation program. The city has taken important steps in the past in recognizing its historic resources through creation of the historic preservation ordinance, and this survey effort removes a substantial roadblock that existed in implementation of its objectives.

The updated historic preservation ordinance should incorporate a section specifically addressing Demolition by Neglect. This section should outline the code enforcement actions that will be taken to address properties that are found to be in violation. Demolition by Neglect refers to the failure to provide ordinary and necessary maintenance and repair to a historic resource, such as a building, structure, site, architectural feature, or appurtenance. This neglect can lead to deterioration to the point where repair is no longer viable, and demolition becomes the most reasonable course of action in the interest of public health and safety. Property owners sometimes employ Demolition by Neglect as a strategy to argue that repair is cost-prohibitive and creates an economic hardship. It is crucial for the ordinance to address this issue to prevent the loss of historic properties due to neglectful practices.

- d. **Plan for Clermont Historic Village** – The Clermont Historic Village has played a crucial role in preserving and promoting Clermont's history. However, there is a growing concern regarding the aging volunteer base of the Clermont Historical Society, which manages the village. As these volunteers continue to age, there is a risk that the organization may struggle without a proactive plan for succession. It is essential to attract new and younger volunteers to ensure the continued success and sustainability of the Clermont Historic Village. One potential solution could be for the newly created Historic Preservation Board to take an active role in the management and promotion of the village. By involving the board, which may have a broader range of ages and expertise, in the village's operations, the long-term viability and success of the Clermont Historic Village can be ensured.
- e. **Railroad Depot Welcome Center** – Consider creation of a welcome center in the railroad depot located at the Clermont Historic Village. The village's prime location along the coast-

to-coast trail makes it a potential hub for a large volume of visitors. This welcome center could serve as a focal point for providing information about the village, the trail, and other local attractions. Additionally, the depot could serve as an ideal future location for the Clermont Main Street office. Co-locating it with the welcome center would create a shared space that is central and accessible, enhancing the coordination of events and engagement with visitors. Property Tax Exemption – Consider implementation of a property tax exemption program. According to Section 196.1997 of the Florida Statutes, counties and municipalities are authorized to adopt ordinances allowing a property tax exemption for up to 100% of the assessed value of all improvements to historic properties which result from the restoration, renovation, or rehabilitation of such properties. This exemption would apply only to improvements to real property. In order for the property to qualify for the exemption, any such improvements must be made on or after the day the ordinance authorizing ad valorem tax exemption for historic properties is adopted.

- f. **Certified Local Government Designation** – Pursue designation as a Florida Certified Local Government (CLG). This program recognizes communities that have adopted historic preservation ordinances complying with CLG program requirements. **Appendix E** includes information about the program and its requirements. Some benefits of the program include access to technical assistance provided by the Florida Department of State, Bureau of Historic Preservation staff; participation in in-depth training sessions offered statewide and tailored on-site trainings for boards or commissions; access to historic preservation webinars; and a grant match waiver for the Small Matching Grants program, which provides a maximum award of fifty thousand dollars in a fiscal year, without requiring a grant match.
- g. **CRA Grant Funding Requirements** – Implement a requirement for projects seeking grant funding from the CRA's "Building Code Assistance Grant" and "Façade Improvement Grant" to obtain approval via a Certificate of Appropriateness. This measure ensures that proposed work aligns with the building's architectural style and will not adversely impact any historic elements or the building's overall form and integrity. Additionally, mandate a historic preservation inspection before disbursing funds to verify that the executed work complies with the approved Certificate of Appropriateness.
- h. **Building Permit Review** – Establish internal policies and procedures for reviewing building permits for historic buildings. These policies and procedures should incorporate code requirements tailored to historic structures, offering special considerations in permitting while maintaining safety standards. This approach is essential to prevent imposing new construction code requirements on historic buildings, which could lead to the loss of historic features and fabric.
- i. **Prioritize Walkability** – To enhance downtown Clermont's historic fabric and character, the city should prioritize walkability, particularly addressing the adverse impact of nearby state highway US 50. Currently, the highway's layout encourages drivers to pass through Clermont without experiencing its beauty and charm. Successful historic downtowns prioritize walkability, safety, and a defined sense of place, which not only create a pleasant

environment but also boost the business climate. The 2015 CRA Community Redevelopment Plan calls for creation of a new entryway off State Road 50 around Center Lake, aligning with the vision for a more pedestrian-friendly downtown. This initiative would not only be in line with the CRA's plan but also enhance Clermont's appeal as a destination for both locals and visitors, ensuring its long-term vitality and success.

10.2 Recommendation 2 – Define Sense of Place and Identity

At such time as the city chooses to embark upon a rebranding effort, it is recommended that the historic nature of Clermont be carefully considered. To clarify Clermont's identity and avoid branding confusion, the city should select one slogan/branding element that best reflects its unique history and character. Clermont has a rich history that showcases the industries and ingenuity of its people, which should be the foundation of its branding strategy. Currently, the city utilizes multiple slogans such as "Choice of Champions," "Lure of the Lake," "Gem of the Hills," and "Meet Me in the Middle" for the Coast to Coast trail. However, this diverse branding has led to identity confusion among stakeholders and residents. By selecting a single, cohesive slogan that resonates with Clermont's historic context and values, the city can create a strong and unified sense of place that promotes community pride and attracts visitors.

Additionally, efforts should be encouraged for redevelopment projects to capture Clermont's historic identity through placemaking efforts within the redevelopment projects. These efforts can include the retention of historic buildings, the use of recycled and salvaged elements, and the incorporation of storytelling elements that highlight the history of the site. This approach will not only preserve Clermont's unique heritage but also create engaging and authentic experiences for residents and visitors alike.

10.3 Recommendation 3 – Heritage Tourism

Downtown Clermont is strategically positioned to capitalize on its proximity to tourism activities and to develop tailored programs for heritage tourism. Heritage tourism, a robust industry worth billions, taps into travelers' interest in immersing themselves in a place's history, culture, and architecture. Visitors engaged in heritage tourism enjoy a variety of activities, including sightseeing, overnight stays in historic buildings, museum visits, shopping for art and antiques, and sampling local cuisine. To fully leverage this opportunity, it is crucial to promote and advocate for historic resources. Promotional initiatives could encompass several key strategies:

- a. Identify sites eligible for the Florida Historical Marker Program and seek state grant funding to establish marker sites, enhancing the area's historical significance.
- b. Develop thematic walking and driving tour programs that build upon the survey information, focusing on themes such as Railroad History, Military History, Black History,

and specific areas like the Downtown Commercial and Residential areas, and the Lumberyard redevelopment site.

- c. Implement marketing programs that utilize social media and hashtags to showcase special places, such as designated selfie spots and photography contests, attracting a broader audience.
- d. Establish an annual local historic preservation awards program to honor properties and organizations contributing significantly to local preservation efforts, fostering community engagement and pride.
- e. Introduce a historic preservation plaque program, allowing owners of contributing properties to purchase bronze plaques displaying the building's construction date and historic name, enhancing the area's historic charm and providing a tangible connection to its past.

10.4 Recommendation 4 – Placemaking and Public Art

Placemaking and public art initiatives can significantly enhance the appeal and vitality of historic areas like Clermont by creating unique, memorable spaces that attract residents and visitors alike. Strategies such as pedestrian-friendly design, landscaping, and public seating can transform underutilized areas into vibrant community hubs, while installations like murals, sculptures, and interactive exhibits can beautify spaces and tell the story of Clermont's rich history and cultural heritage. These initiatives not only boost economic development by increasing foot traffic and attracting businesses but also foster a sense of pride and ownership among residents, encouraging community engagement and social cohesion. Investing in placemaking and public art can preserve Clermont's historic character, revitalize its downtown area, and create a more vibrant, connected community, enhancing the overall quality of life for residents and showcasing Clermont's unique identity to the world.

10.5 Recommendation 5 – Historic Preservation Design Guidelines

Historic preservation design guidelines are a useful tool to aid property owners, City staff, and others involved in the upkeep of historic buildings. Such guidelines should provide historical context, architectural style information, and practical maintenance advice in a user-friendly format. It is crucial that the guidelines cater to non-experts to ensure their effective use by property owners. Furthermore, the guidelines should include a section dedicated to cyclical maintenance, offering a suggested maintenance schedule and checklist for easy reference.

10.6 Recommendation 6 – Pursue National Register Designation

To enhance historic preservation efforts in Clermont, seeking National Register of Historic Places (NRHP) listing for properties identified as "contributing" in the survey report is highly advisable. This includes properties eligible for inclusion in a National Register Historic District and those suitable for individual designation. Detailed information on eligible properties can be found in Section 9.0 of the survey report. This section serves as a valuable resource for property owners, particularly those interested in pursuing tax credits for rehabilitation projects.

10.7 Recommendation 7 – Federal Rehabilitation Tax Credit Program

To enhance historic preservation efforts in Clermont, seeking National Register of Historic Places (NRHP) listing for properties identified as "contributing" in the survey report is highly advisable. This includes properties eligible for inclusion in a National Register Historic District and those suitable for individual designation. Detailed information on eligible properties can be found in Section 9.0 of the survey report. This section serves as a valuable resource for property owners, particularly those interested in pursuing tax credits for rehabilitation projects.

10.8 Recommendation 8 – Future Survey Work

The Historic Clermont Properties Survey, as outlined in **Appendix A**, was limited to a specific project area. To fully understand and appreciate the historical fabric of Clermont, it is essential to extend survey efforts beyond this initial area. By focusing solely on the downtown region, the survey only captures a partial story of the town, leaving significant gaps in the knowledge of Clermont's broader history and development. Expanding the survey to include additional areas across the city will provide a comprehensive record of historic resources, revealing a more complete narrative of Clermont's growth, cultural heritage, and architectural diversity. This broader understanding is crucial for identifying properties with potential for National Register or local designation, ensuring that all significant historical assets are recognized and preserved. Such efforts will not only enrich the historical documentation of Clermont but also support more informed and inclusive preservation strategies, fostering a deeper sense of community pride and continuity.

10.9 Recommendation 9 – Focus on Education

Widespread support for historic preservation can only be gained through education. Many myths and misconceptions about historic preservation can prevent communities from capitalizing on their historic assets. Well-informed city leadership, key stakeholders, and property owners who understand their history, buildings, and sense of place can leverage the many benefits of historic preservation, including an enhanced local economy, increased property values, and community pride. The survey can serve as the basis for various educational projects and programs to convey the value of Clermont's history and architectural heritage. Potential projects include: producing

a consumer version of the survey report for print and online access; offering in-person educational programs such as hands-on workshops or a quarterly lecture series with guest experts addressing various aspects of historic preservation; creating a pamphlet or series of marketing materials focusing on best practices for rehabilitation, maintenance, and research; developing a one-page handout on Clermont’s historic resources specifically for realtors and those involved in the sale of historic properties in Clermont; and presenting an annual report to the Clermont City Council that highlights preservation objectives that have been achieved and those yet to be realized.

10.10 Summary

Downtown Clermont possesses a wealth of resources, including a central location, wonderful waterfront amenities, fascinating history, unique industries, and generations of resourceful residents. However, the rapid growth of the past decade risks overshadowing these stories and assets. City leaders have a remarkable opportunity to highlight what makes Clermont special and to collaborate with stakeholders to promote and celebrate these unique qualities. This survey, in addition to providing Clermont with extensive information, can be leveraged to enhance collaborative efforts between local government and the private sector. The recommendations in this section can be used to achieve these objectives and further elevate the distinct character and appeal of Clermont.

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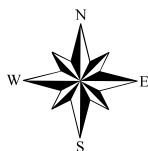
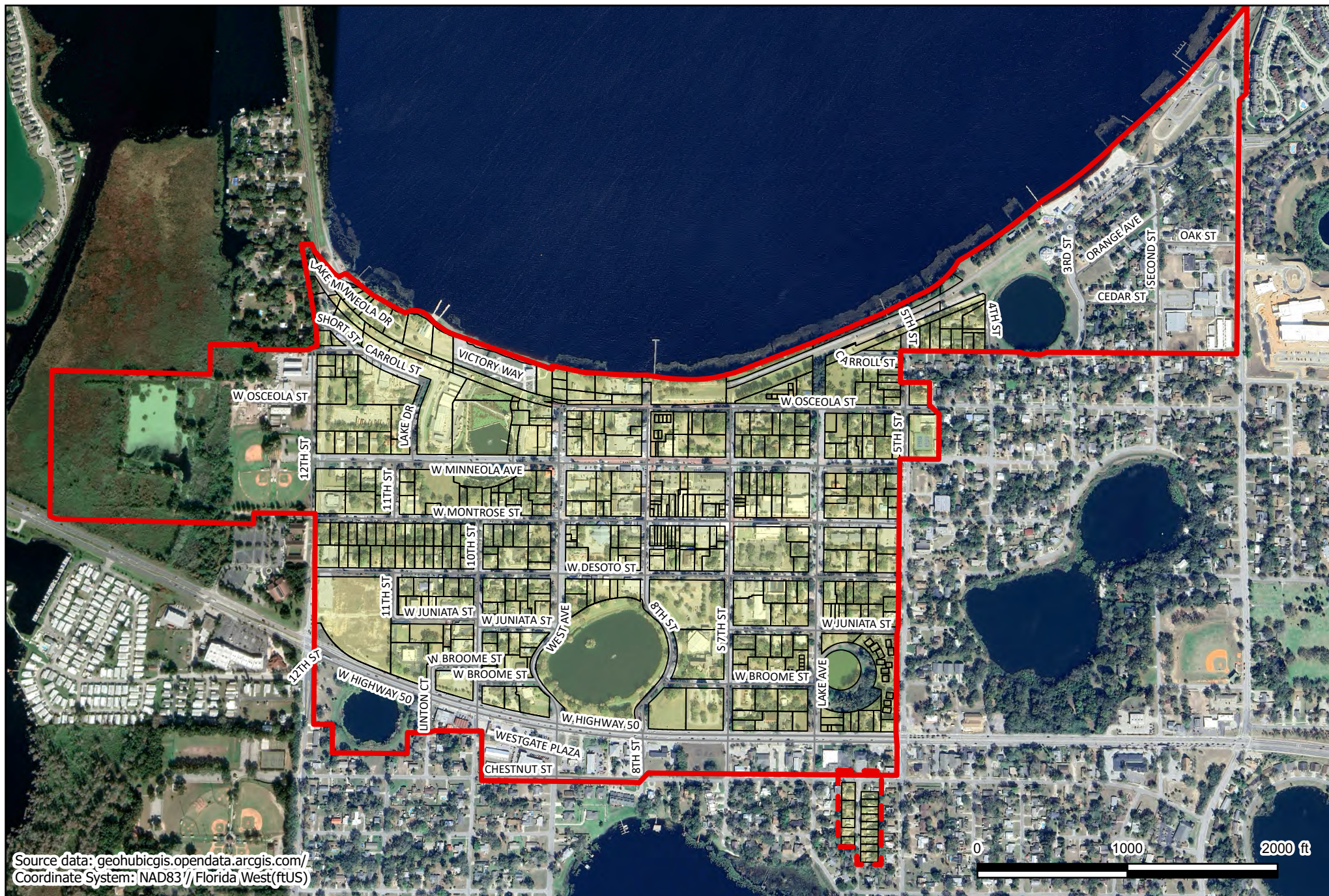
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University of North Florida Digital Commons, <https://digitalcommons.unf.edu>



Appendix A

Project Boundary Map



Historic Clermont Properties Survey

Project Boundary Map

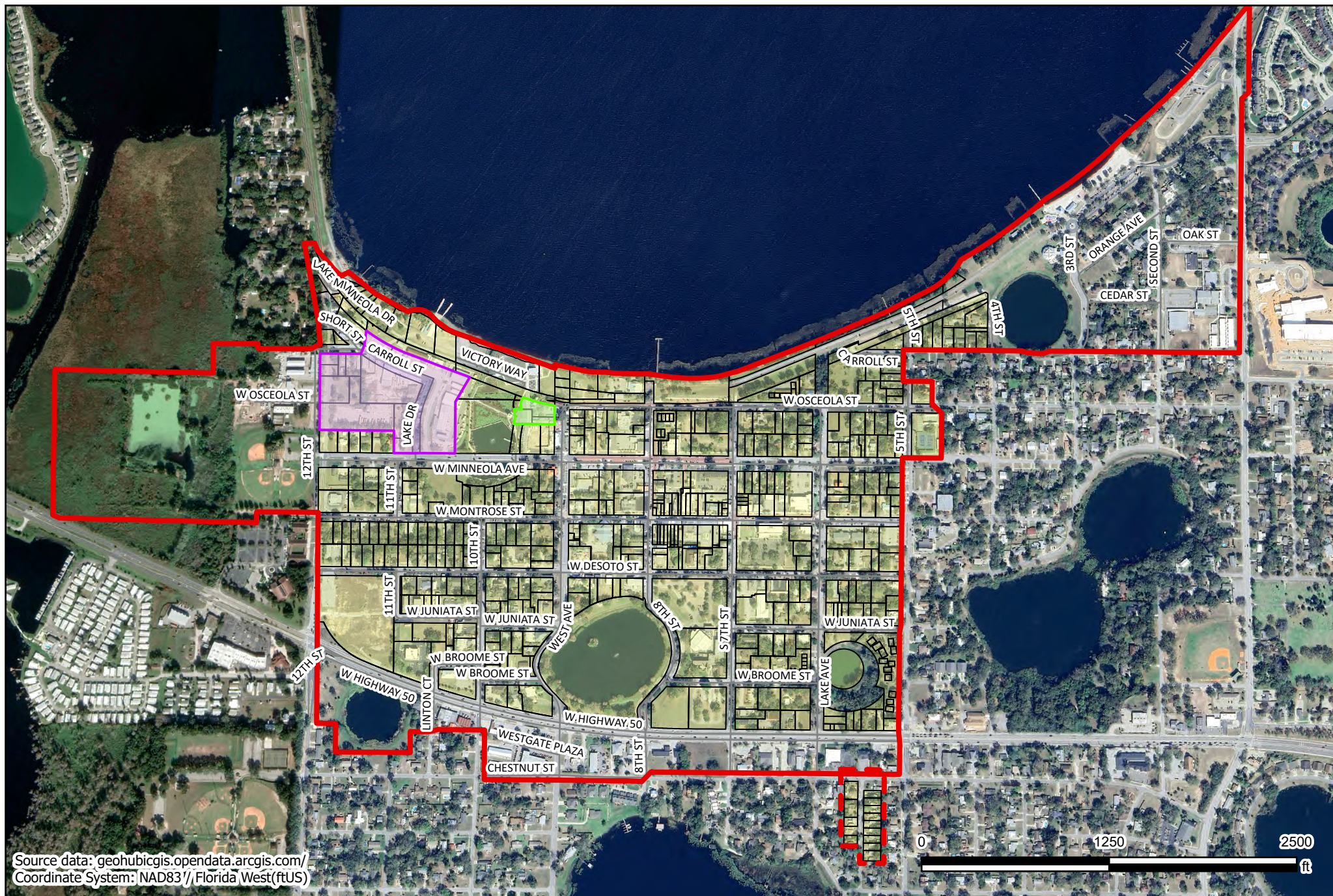
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- Downtown & Waterfront
- Outside of the CRA
- Project Survey Area
- Streets



Appendix B

Resource Group Locations Map



Historic Clermont Properties Survey

Historic Resource Group Locations



CLERMONT HISTORIC VILLAGE Resource Group LA05652

A. Narrative Description of Site

The Clermont Historic Village is situated in Section 24, Township 22, Range 25 in Lake County, Florida. The 0.86-acre property is strategically located west of West Avenue and south of Lake Minneola. It enjoys a picturesque setting bordered by Lake Minneola to the north, the City of Clermont's Victory Pointe Park to the west, and a retail/food service business to the south. Additionally, Florida's Coast to Coast Trail runs along the northern edge of the site, providing a scenic and accessible route for visitors. This trail not only enhances the aesthetic appeal of the area but also promotes outdoor activities and connectivity within the region (**Figure 103**).

The Clermont Historic Village Museum buildings (LA05652) are located at 490 West Avenue within the survey area. This site holds considerable historical significance as it is the original location of the Clermont Railroad Depot and a WWII Quonset Hut, both of which are integral to the local heritage. To further enrich the historical context and educational value of the Village, three historic buildings have been meticulously relocated to the site. These relocations have been undertaken to preserve their architectural integrity and historical value. Furthermore, two buildings and one structure have been purposefully constructed on-site to complement and enhance the museum's interpretive program, offering visitors a comprehensive understanding of the area's historical development. **Figure 104** depicts the location of buildings within the museum complex.



Figure 103 – Florida's Coast to Coast Trail is adjacent to the Historic Village.

Clermont Historic Village Buildings in 2024

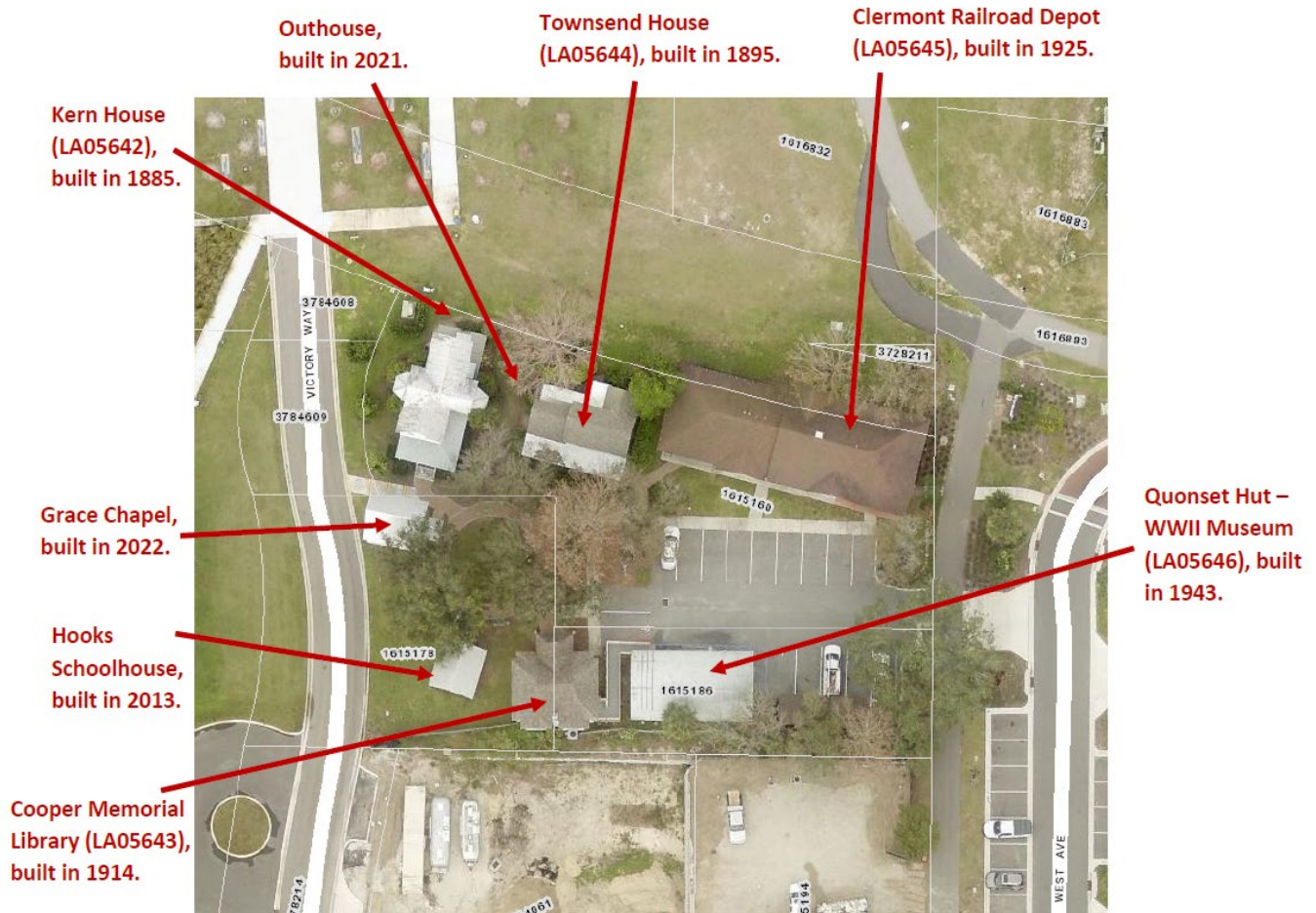


Figure 104 – Location of buildings within the Clermont Historic Village.

The museum complex contains five (5) historic buildings, three of which have been relocated to the site. Three additional buildings were constructed on-site to enhance the museum's interpretive program. The historic buildings in the museum include:

The Clermont Railroad Depot (LA05645), constructed in 1925 by the Atlantic Coast Line, was built to replace earlier depots constructed for the Orange Belt Railway and the Tavares and Gulf Railroad in the late 1880s. This depot served as a vital hub for transportation and commerce in Clermont, facilitating the movement of goods and passengers throughout the region. After the railway ceased operations, the building found new life as Hobo's Restaurant, becoming a popular local dining spot. Subsequently, it was repurposed as the home of the Clermont Historical Society, preserving its historical significance and serving as a center for community heritage and education. The depot stands as a testament to Clermont's rich railroad history and its adaptive reuse over the decades.



Figure 105 – The Clermont Railroad Depot (LA05645) built in 1925.

The Quonset Hut (LA05646), was built in 1943 during World War II to serve as quarters and work areas for service members. During the war, German submarines targeted ships in Florida waters, and troops stationed throughout Florida were assigned the task of watching for enemy planes. This Quonset Hut remains in its original location and was converted into a museum in 2012. The museum is dedicated to World War II and houses a collection of ephemera, uniforms, and maps from local veterans, providing valuable insights into the area's wartime history.



Figure 106 – *The Quonset Hut (LA05646), built in 1943.*

The Kern House (LA05642), was constructed in 1885 by Alexander and Eleonora Kern on one of eight lots they owned on Montrose Street. Mr. Kern was a key figure in Clermont's early development and was involved in the town's first incorporation. The Kern House was notable for being the first home in Clermont to have running water, which was pumped from Crystal Lake. Mr. Kern eventually expanded this system to other homes, creating the town's first public works. In 2006, the Kern House was relocated to the Museum property, where it stands as a testament to Clermont's early history and innovation.



Figure 107 – *The Kern House (LA05642), built in 1885, relocated in 2006.*

The Townsend House (LA05644), constructed in 1895 by James and Sallie Townsend, originally stood on property facing what is now State Road 50. The Townsends were notable as the first black residents of the community and made significant contributions to its development and well-being. They founded the St. Mark AME Church, which became a cornerstone of the community, and established the first black school, providing essential education and opportunities for local children. Additionally, Mrs. Townsend was a vital figure in the community for her maternity health care services, featuring a separate door on the house specifically for maternity clients to access her at any time, day or night. This door allowed her to provide critical medical care whenever needed, underscoring her commitment to the community. In 2002, the Townsend House was carefully relocated to the museum, where it stands as a tribute to the Townsends' pioneering spirit and their lasting impact on the community.



Figure 108 – *The Townsend House (LA05644), built in 1895, relocated in 2002.*

The Cooper Memorial Library (LA05643), built in 1914, served as a significant cultural institution for the community. Before its construction, the community's library had been housed in two private homes and the Baptist Church, rotating locations as needed. The land on Desoto Street was generously leased by Mrs. Alice Cooper, and construction was funded by \$600 in donations from the community. In 1922, electricity was installed, allowing the City Council to use the building as their Chambers. In 2009, the structure was carefully relocated to the Museum property.



Figure 109 – *Cooper Memorial Library (LA05643), built in 1914, relocated in 2009.*

The museum complex contains three (3) buildings constructed on-site within the last decade. They include:

The Herring Hooks Schoolhouse, constructed in 2013, is a reproduction of Clermont's original one-room schoolhouse, since demolished. The former building began as a hunting lodge and was converted into a school, named after its first teacher, Mrs. Thomas Hooks. The reproduction building features traditional log cabin construction with horizontal logs and chinking, evoking the rustic simplicity of early educational buildings. The gable roof, with exposed rafters, adds to the historic aesthetic. The front entrance is straightforward, with a single wooden door, and a small ramp leads to the entrance for accessibility. Inside, the schoolhouse is furnished to reflect the period, providing visitors with an immersive educational experience that honors the history of early schooling in Clermont. The building's design and materials capture the essence of the original one-room schoolhouse, preserving the important story of the community's educational heritage.

A replica of the original Clermont High School sign stands prominently in front of the schoolhouse, adding to the museum's interpretation program.



Figure 110 – Replica building, the Hooks Schoolhouse, built in 2013.

Grace Chapel, constructed in 2022, is a replica of Clermont's original Baptist Church built in 1888, which was located at the corner of 5th Street and Montrose Street.¹ Although the replica is smaller than the original church, it captures the architectural essence and historical charm of the 19th-century structure. The chapel features a simple yet elegant design with white clapboard siding, a steeply pitched gable roof, and a prominent bell tower. The entrance is marked by a modest portico with a gabled roof, supported by slender columns. Inside, Grace Chapel is furnished with an authentic pump organ and wooden pews, creating an atmosphere that reflects the original church's historical significance. The building's design elements and furnishings provide a glimpse into the architectural and cultural heritage of Clermont's early religious structures.



Figure 111 – Replica building, Grace Chapel, built in 2022.

¹ <https://sltablet.com/2024/06/14/wedding-chimes-ring-for-the-newly-weds>

The Outhouse is a meticulously crafted reproduction, constructed as part of an Eagle Scout project by Jamaal Reid.² This project aimed to recreate an authentic historical outhouse, contributing to the educational and historical authenticity of the Clermont Historic Village. The structure, made of weathered wood, features a traditional design with a crescent moon cutout on the door, a common motif in historical outhouses. Positioned thoughtfully within the village, the outhouse adds to the immersive historical experience for visitors, showcasing a typical feature of early rural life.



Figure 112 – Replica building, The Outhouse, built in 2021.

In addition to the historical structures, the property includes a variety of features that enhance the visitor experience. A commemorative brick walkway, composed of engraved bricks, meanders through the site, providing easy access to the different buildings and exhibits while honoring local donors and community members. The bricks feature inscriptions that memorialize individuals, celebrate marriages, and acknowledge contributions to the community, adding a personal touch to the historic village.

A traditional school bell stands prominently, evoking memories of early educational practices. Picnic tables and benches are thoughtfully placed throughout the village, offering comfortable spots for visitors to rest and enjoy the surroundings.

A notable feature is the sign displaying an image of one of Clermont's distinctive packing labels from its agricultural heyday, specifically the "Lake Minnehaha" brand from the Ro-E-Gains Fruit Company. This sign, part of the Citrus Label Tour, adds a touch of local history and charm, highlighting the town's rich agricultural heritage. The sign is framed by intricate green metalwork

² <https://clermonthistoricvillage.org/outhouse/>

and is positioned near a flagpole flying the American flag, further contributing to the historical ambiance of the site.

Additionally, a railroad signal stands as a testament to Clermont's rich railway history. This historical artifact, with its distinct red and green lights, served as an essential communication tool for managing train movements and ensuring safety on the tracks. Positioned thoughtfully within the village, the signal enhances the historical narrative and provides visitors with a tangible connection to the town's transportation past.



Figure 113 (Left) – Citrus label artwork dating to Clermont's agricultural days.

Figure 114 (Right) – Railroad signal at edge of museum complex, near trail.



Figure 115 – Picnic tables under shelter at the Clermont Railroad Depot.



Figure 116 – Commemorative bricks along the walkways of the museum complex.

B. Discussion of Significance

The Clermont Historic Village Museum buildings (LA05652) represent a significant collection of historical structures that collectively illustrate the development and heritage of Clermont, Florida. These buildings, including the Cooper Memorial Library, Kern House, Quonset Hut, Townsend House, and Clermont Railroad Depot, provide insight into various aspects of the town's history, from its early settlement and community development to its role in World War II. The relocation of several buildings to the museum site ensures the preservation of their architectural integrity and historical value, while the construction of additional structures enhances the interpretive program. Each building contributes uniquely to the narrative of Clermont's past, highlighting key figures, such as the Kerns and Townsends, and significant events, such as the establishment of the first public works and the town's wartime efforts. Together, these structures offer a comprehensive understanding of Clermont's historical and cultural evolution.

C. Bibliographic References

www.Clermontfl.gov

www.ClermontHistoricVillage.org

Clermont Historic Village Guided Tour

www.Newspapers.com

Rajtar, Steve, "Clermont Historical Trail", 1999.

"Wedding Bells Chimed for the Newlyweds," *South Lake Tablet*, June 14, 2024

THE LUMBERYARD DISTRICT Resource Group LA05653

A. Narrative Description of Site

The Lumberyard District (LA05653) is situated in Section 23, Township 22S, Range 25E in Lake County, Florida. The 12.3-acre property is strategically located north of Minneola Avenue and 12th Street. It enjoys a scenic setting bordered by the Coast to Coast Trail and Lake Minneola to the north, the City of Clermont's Victory Pointe Park to the west, and private residences to the south. This prime location not only offers picturesque views but also promotes outdoor activities and connectivity within the region. The proximity to Victory Pointe Park and the Coast to Coast Trail enhances the district's aesthetic appeal and accessibility, making it an integral part of the community. Additionally, its desirable location makes it sought after for redevelopment by the owner, Wolfe & Wallace Properties, who aim to capitalize on its unique attributes and strategic position within Clermont.

The site includes five buildings constructed prior to 1974, along with various other structures such as enclosed buildings, pole barns, and sheds. Owned by Wolfe & Wallace Properties, the area was successfully rezoned from a Central Business District (CBD) to a Planned Unit Development (PUD) (**Figure 116**). The site is being documented in advance of the redevelopment project, which will involve the demolition of all existing buildings and structures.

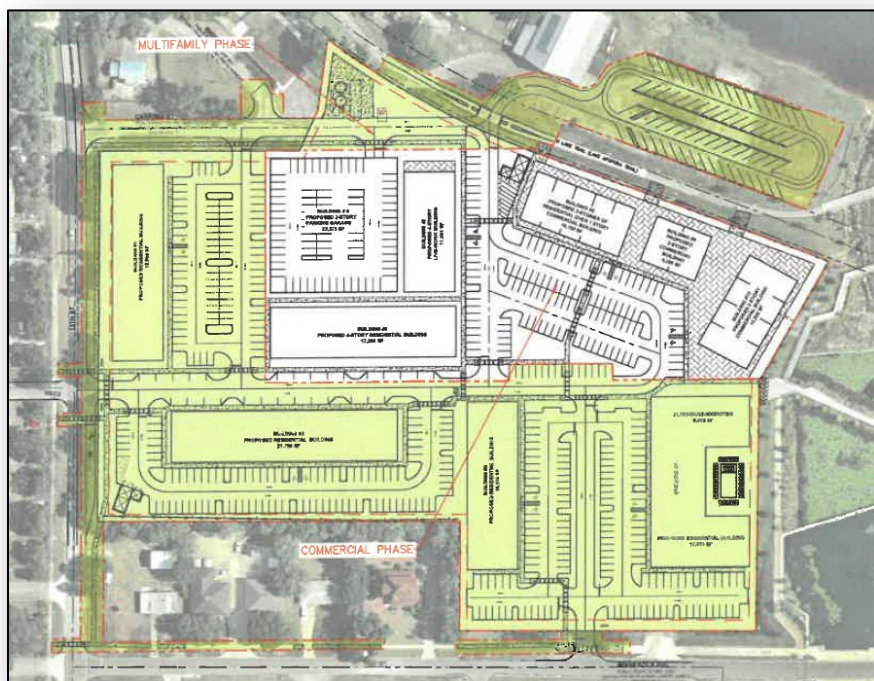


Figure 116 –The Lumberyard District plan as presented to Clermont City Council
 by the developer on December 12, 2023.

Figure 117 illustrates the locations of buildings constructed prior to 1974 within the redevelopment project. These buildings include:

- 1000 Carroll Street (LA05472), built in 1949.
- 449 Highway 561A (LA05507), built in 1953.
- 530 11th Street (LA05459), built in 1958.
- 412 12th Street (LA05464), built in 1963.
- 1111 Carroll Street (LA05474), built in 1969.

The Lumberyard District Buildings in 2024



Figure 117 – Location of buildings with the Lumberyard District.

1000 Carroll Street (LA05472), built in 1949, is a masonry industrial vernacular building that formerly housed Clermont Builder's Supply. The structure features a mix of stucco and brickwork, with a prominent central entrance marked by a large arched portico. The building has a utilitarian design typical of mid-20th-century commercial architecture, with minimal ornamentation and functional, straightforward lines. Large rectangular windows on the front facade allow natural light into the interior spaces.



Figure 118 – 1000 Carroll St (LA05472), built in 1949.



Figure 119 – 1000 Carroll Street (LA05472), brick and stucco detail.

449 Highway 561A (LA05507), built in 1953, is a frame vernacular residential structure. The building features a simple rectangular form with a gable roof. The exterior is clad in aluminum siding, which was a popular material choice in mid-20th-century residential construction for its durability and low maintenance. The front facade includes a central entry door flanked by aluminum windows, providing ample natural light to the interior. Figure 5 shows the front view of the residence at 449 Highway 561A.



Figure 120 – 449 Highway 561A (LA05507), built in 1953.

530 11th Street (LA05459), built in 1958, is a masonry Industrial Vernacular style block structure with a flat roof. The building features metal awning windows and fixed four-light steel windows with concrete sills. Presently, the structure is in a state of severe deterioration, with the roof collapsing.



Figure 121 – 530 11th Street (LA05459), built in 1958.

412 12th Street (LA05464), built in 1963, is a masonry vernacular residential building that features a simple rectangular form with a flat roof, typical of mid-20th-century residential design. The exterior is composed of concrete block walls and the facade includes a single entry door and two windows with decorative shutters.



Figure 122 – 412 12th Street (LA05464), built in 1963.

1111 Carroll Street (LA05474), built in 1969, is currently in a state of partial demolition and collapse. This condition obscures much of the original structure, limiting the visible architectural details.



Figure 123 – 1111 Carroll Street (LA05474), built in 1969.



Figure 124 – Structure associated with lumberyard use, facing east.



Figure 125 – Structure associated with lumberyard use, facing south.



Figure 126 – Structure associated with lumberyard use, facing east.



Figure 127 – Structure associated with lumberyard use, facing east.



Figure 128 – Structure associated with lumberyard use, facing east.



Figure 129 – Structure associated with lumberyard use, facing south.

B. Discussion of Significance

The Lumberyard District (LA05653) represents a collection of mid-20th-century industrial and residential structures within Clermont, Florida. The site, strategically located north of Minneola Avenue and 12th Street, includes various structures such as enclosed buildings, pole barns, and sheds, as well as five buildings constructed prior to 1974. These buildings—1000 Carroll Street, 449 Highway 561A, 530 11th Street, 412 12th Street, and 1111 Carroll Street—have been documented in advance of the redevelopment project that will involve the demolition of all existing buildings and structures.

Despite their documentation, none of the buildings within the Lumberyard District hold historical significance and would not be eligible for National Register designation, as no such district exists in this area. One building, 412 12th Street (LA05464), built in 1963, serves as a good example of the masonry vernacular style. The site also contains various structures that relate to its historical use as a lumberyard. The purpose of this documentation is to record the buildings that are 50 years or older before their demolition, ensuring a record of their existence and the industrial heritage of the area.

C. Bibliographic References

“Clermont will lose a long-time Builders Supply Facility and Gain 392 Apartments and Commercial Buildings,” *South Lake Tablet*, February 19, 2024.

www.Clermontfl.gov

Clermont City Council Agenda, December 12, 2023, pg. 468-531

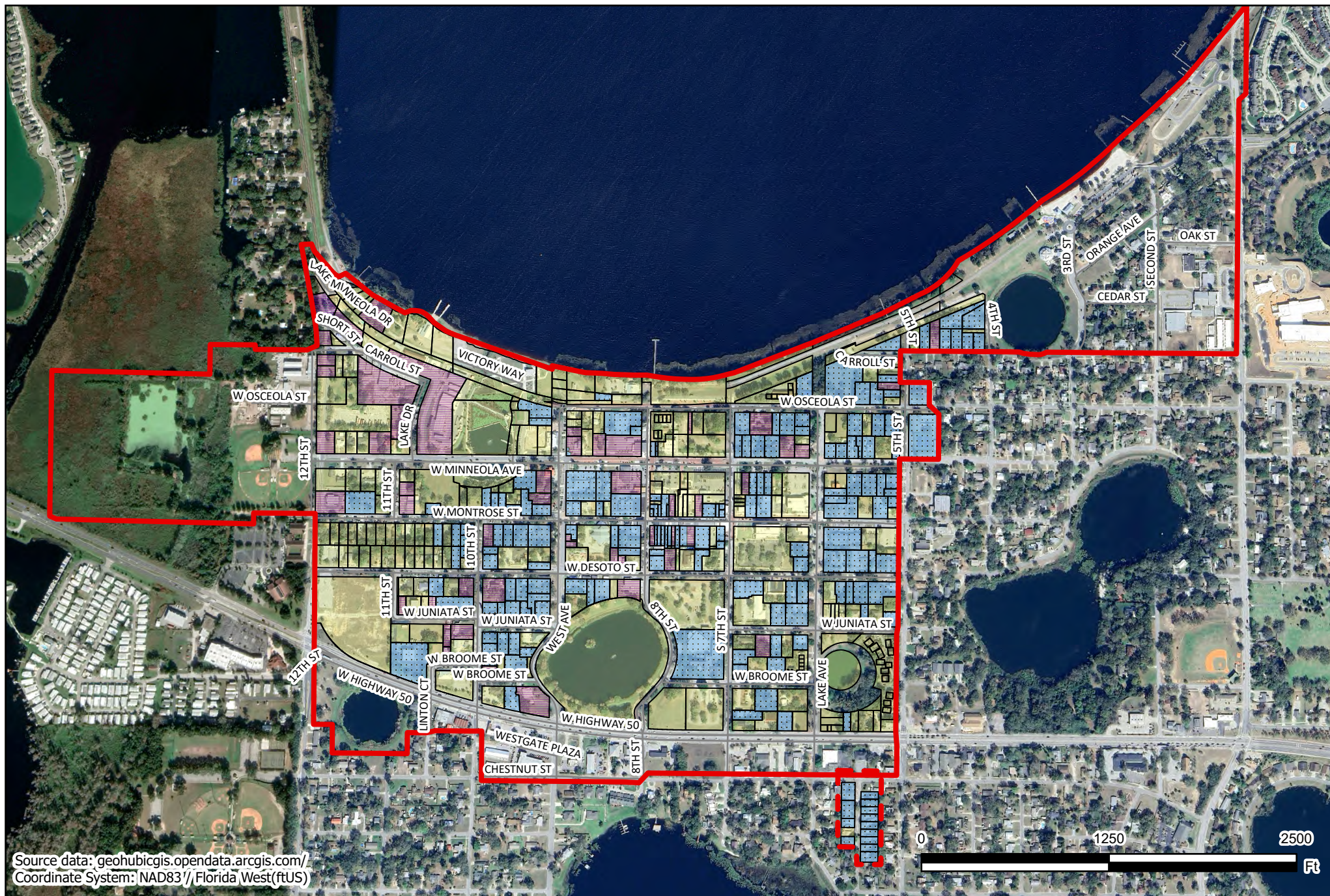
Keeble, Sharon, “Welcome to the Lumberyard District” *Clermont Sun*, December 19, 2023.

Ryzewski, Steven, “New Lumberyard District mixed-use project in works in downtown Clermont. Here’s what to know.” *Orlando Business Journal*, November 28, 2023.



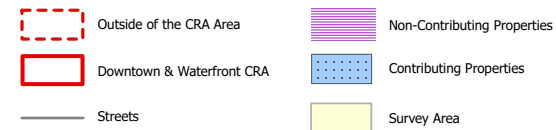
Appendix C

Contributing and Non-Contributing Properties Map



Historic Clermont Properties Survey

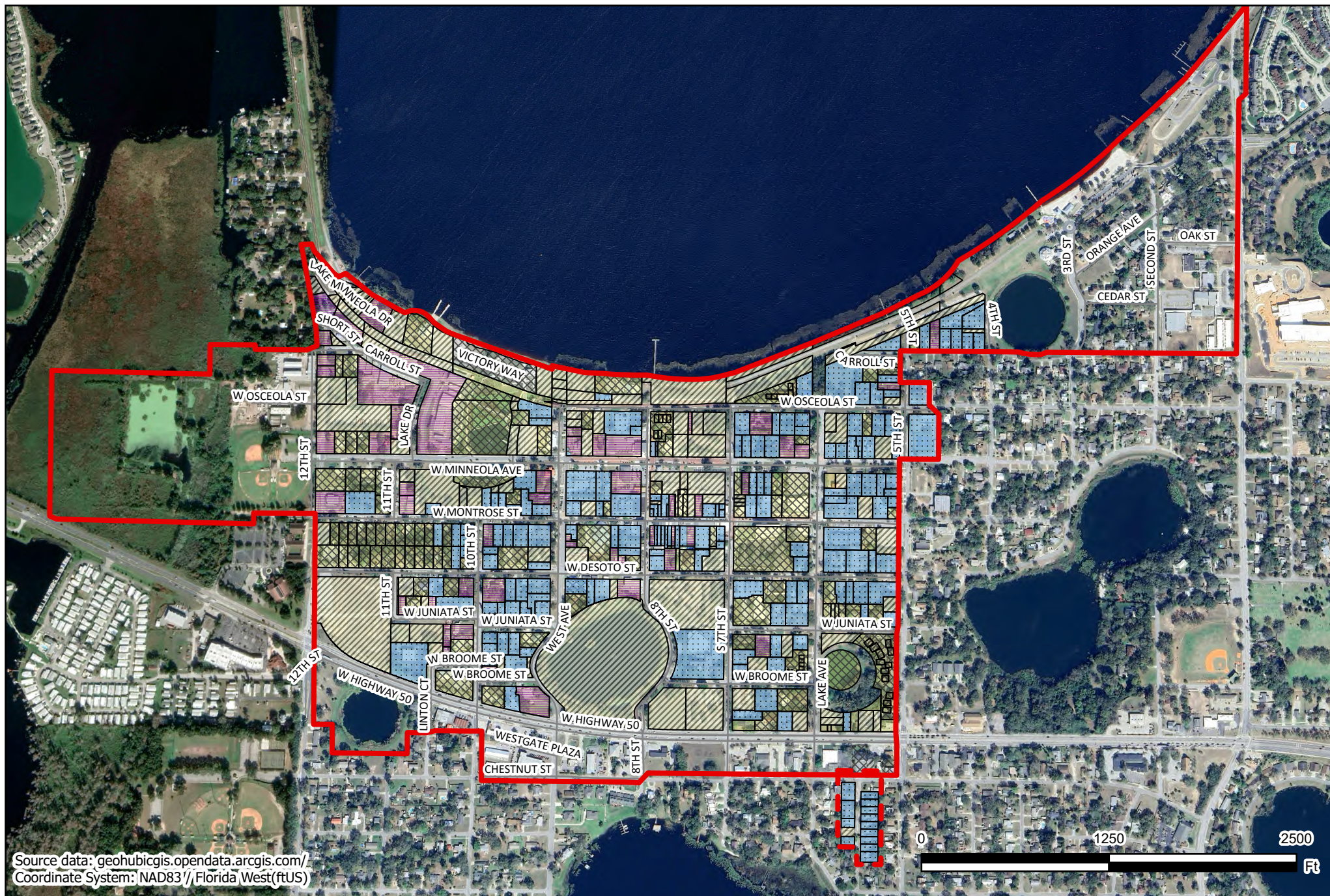
Properties Contributing and Non-Contributing to a
Potential National Register Historic District





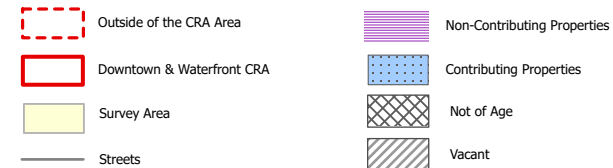
Appendix D

Classification of Parcels for Survey Purposes Map



Historic Clermont Properties Survey

Survey Classification of Parcels





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 11, 2025		
Agenda Item Name		
Negotiation and Contract Award <i>City Attorney Contract</i>		
Requested Action		
Requesting the City Council to negotiate and approve a contract between the City of Clermont and Waugh PLLC to provide municipal legal services.		
Staff Report		
The Procurement Services Department issued a Request for Qualification (RFQ) number 25-047 on December 18, 2024, to obtain the services of a qualified law firm to provide ongoing city attorney services. The RFQ was formally advertised and complies with the City of Clermont Procurement Policy and Procedures. There were two (2) responses to the RFQ. The City Council evaluated the responses and selected Waugh PLLC to negotiate a contract. Before the City Council is the drafted contract for negotiation and approval.		
Additional Analysis		
Fiscal Impact Summary		
Per Exhibit B, the proposed contract fee is based on an hourly rate. The current budget for legal services is \$150,000 (general fund).		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	2025-01-31 City Atty Form	2025-01-31 City Atty Form .docx
2.	2025-01-31 City Atty Form	2025-01-31 City Atty Form .docx

CITY OF CLERMONT CONTRACT FOR LEGAL SERVICES

THIS CONTRACT FOR LEGAL SERVICES (this "Contract") is made upon the signing of the parties by and between the City Council of the City of Clermont, Florida, a Florida municipal corporation, hereinafter referred to as the City, and WAUGH PLLC, a Florida professional limited liability company, authorized to do business in the State of Florida, hereinafter referred to as the Contractor, whose address is 201 E. Pine Street, Suite 315, Orlando, FL 32801, hereinafter referred to as the Contractor.

In consideration of the mutual promises contained herein, the City and the Contractor agree that the Contractor will provide legal services for the City of Clermont as more specifically set forth in **Exhibit A, Scope of Work**, of this Contract, attached hereto and by reference, made part hereof.

ARTICLE 1 - TERM OF CONTRACT

This contract shall become effective upon the date of the last signature and shall continue indefinitely unless either party chooses to exercise its rights under Article 23, Termination.

ARTICLE 2 - CONTRACT ADMINISTRATION

Administration of this Contract shall be under the general direction of the City Manager, or his/her designees, who shall act as the City's representative during the performance of this Contract. The Contract Administrator for the Contractor is Christian W. Waugh, who will serve as the City Attorney pursuant to this Contract. Each party to this Contract agrees to provide written notification within fifteen (15) days, should the representative of either party change during the term of the Contract.

ARTICLE 3 - SCOPE OF WORK

The Contractor shall do, perform, deliver and carry out, in a professional manner, the type of projects, products, services as set forth in **Exhibit A, Scope of Services**, attached hereto, and, by reference, made part of the contract.

ARTICLE 4 - PAYMENTS TO CONTRACTOR

The City shall pay the Contractor for professional services in accordance with the fee schedule set forth in **Exhibit B, Fee Schedule**, attached hereto, and, by reference,

made part of the contract. The Contractor will invoice the City monthly as described in **Exhibit B, Fee Schedule**.

Invoices received from the Contractor pursuant to this Contract will be attested and approved by the Contract Administrator, indicating that the services being invoiced are in conformity with the Contract. The invoices will then be sent to the Finance Department for payment within thirty (30) days from receipt by the City. Invoices not in accordance with the terms of the contract will be returned to the Contractor for correction.

ARTICLE 5 – TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that the wage and rates and costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract.

ARTICLE 6 – INSURANCE, PERMITS & LICENSES

In the performance of work and services under this Agreement, Contractor agrees to comply with all Federal, State and Local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement that are applicable to Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

Contractor shall maintain in full force and effect during the life of the Contract, Worker's Compensation insurance covering all employees in performance of work under the Contract. Contractor shall make this same requirement of any of its subcontractors. Contractor shall indemnify and save the City harmless for any damage resulting to them for failure of either Contractor or any subcontractor to take out or maintain such insurance. The following are required types and minimum limits of insurance coverage that the Contractor agrees to maintain during the term of this Contract:

COVERAGE	MINIMUM LIMITS
General Liability	\$1,000,000/incident
Professional Liability	\$1,000,000/incident
Worker's Compensation	Statutory

Statutory coverage for Worker's Compensation Insurance means covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible

for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

Contractor will provide copies of his occupational license(s) to the Finance Director. Neither Contractor nor any subcontractor shall commence work under this Contract until they have obtained all insurance required under this section and have supplied the City's Contract Administrator with evidence of such coverage in the form of a Certificate of Insurance and endorsement.

ARTICLE 8 - NONDISCRIMINATION

The Contractor warrants and represents that it complies with all Federal and State requirements concerning fair employment and will not discriminate by reason of race, color, religion, sex, age, national origin, or physical handicap.

ARTICLE 9 - DRUG FREE WORKPLACE

In accordance with §287.087, Fla. Stat., the Contractor warrants that it is a drug free workplace.

ARTICLE 10 PUBLIC ENTITY CRIME INFORMATION STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 in excess of the threshold amount provided in §287.017, Fla. Stat., for a period of 36 months from the date of being placed on the convicted vendor list.

ARTICLE 11 - EXCUSABLE DELAYS

The Contractor shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the Contractor's control and without its fault or negligence. Such causes may include, but are not limited to: Acts of God; the City's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions. If failure to perform is caused by the failure of the Contractor's subcontractor(s) to perform or make progress, and if such failure arises out of causes reasonably beyond the control of the

Contractor and its subcontractor(s) and is without fault or negligence of either of them, the Contractor shall not be deemed to be in default.

ARTICLE 12 - ARREARS

The Contractor shall not pledge the City's credit or make it guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Contractor further warrants and represents that it has no obligation for indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 13 - WARRANTY

The Contractor warrants that all services shall be performed by skilled and competent personnel to the standards in the field and that all licensing and professional certifications required are maintained during the term of the Contract. The Contractor shall represent no private individual or legal entity before the City in any proceeding matter.

ARTICLE 14 - ASSIGNMENT

This Contract may not be assigned without the prior written consent of the City. Any attempt to assign this Contract without prior written consent of the City shall render the Contract null and void with respect to the attempted assignee. The City shall not unreasonably withhold consent provided that the Contractor provides City with information it requires including, but not limited to, a sample contract from the proposed assignee, proposed fee schedule, operating history of the assignee and a contact person representing the assignee. This information shall be provided at least sixty (60) days prior to the target date for assignment by the Contractor.

ARTICLE 15 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Contractor shall deliver to the City for approval and acceptance, and before eligibility for final payment of any amounts due, all documents and materials prepared by and for the City under this Contract. All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the City or at its expense will be kept confidential by the Contractor and will not be disclosed to any other party, directly or indirectly, without the City's prior written consent unless required by a lawful order or by applicable public records laws. All drawings, maps, sketches, and other data developed, or purchased, under this Contract or at the City's expense shall be and remains its property and may be reproduced and reused at the discretion of the City.

All original notes, designs, drawings, maps, reports, technical papers, and/or other items or data developed by the Contractor in performing under this Contract, along with all copies thereof, shall be prepared exclusively for the City and upon delivery to the City by the Contractor whether at the completion of work, or at any other time, shall become the exclusive property of the City, again, subject to public records laws.

No reports, data, programs or other materials produced in whole or in part under this agreement shall be subject to copyright by the Contractor in the United States or in any other country. The City or its assigns shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, for the specific purposes intended, any reports, data, programs or other material prepared under this agreement. All final writings, maps, charts, reports, computer programs, base maps, aerial photography and any other documentation prepared under this agreement, if any, shall become the property of the City after final payment.

For the avoidance of doubt, Contractor expressly understands records associated with this Contract are public records and agrees to comply with Florida's Public Records Law, to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services contemplated herein.

(b) 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.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. Contractor shall use reasonable efforts to provide all records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

(e) IF CONTRACTOR 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) 241-7331.

ARTICLE 16 - INDEPENDENT CONTRACTOR

The Contractor agrees that it is an Independent Contractor with respect to the services provided pursuant to this Contract, and not an employee, agent, or servant of the City. All persons engaged in any of the work or services performed shall at all times, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work; the City's interest is in the results obtained. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties.

ARTICLE 17 - SUBCONTRACTORS

No part of this Contract shall be sublet without the prior express written approval of the City. If the Contractor shall sublet any portion of this Contract, the Contractor shall be as fully responsible to the City for acts and omissions of a subcontractor, and of persons either directly or indirectly employed by the subcontractor, as the Contractor is for its own acts and omissions and the acts and omissions of persons employed directly or indirectly by the Contractor. The subcontractor is subject to the same contractual provisions as is the Contractor under this Contract, including but not limited to insurance requirements, records maintenance and audit requirements.

Any attorney of the firm with whom the Contractor is affiliated may provide legal representation under this Contract to the City, its officers, and employees. The Contractor may refer work under this Contract to attorneys in the Contractor's law firm and other law firms when, in the judgment of the Contractor, such referral will serve the best interest of the City and with the City manager's approval.

ARTICLE 18 - SEVERABILITY

No inspection by the City, nor any payment for or acceptance of the whole or part of the items in this Contract, nor any extension of time, nor any possession taken by the City of the product or services hereunder shall operate as a waiver of (1) any provision of this Contract, (2) the right to have it fully performed, (3) any power herein reserved to the City, or (4) any right to damages under this Contract. No waiver of any breach of this Contract shall be held to be a waiver of any other breach.

ARTICLE 19 - CONTINGENT FEES

The Contractor warrants that it has not employed or retained any company or person to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, any fee, commission, percentage, gift,

or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 20 - ENTIRETY OF CONTRACTUAL AGREEMENT

The City and the Contractor agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein.

ARTICLE 21 - AMENDMENTS AND MODIFICATIONS

Any cardinal change in the terms and conditions set forth in this Contract must be mutually agreed to by both the City and the Contractor, and may be implemented only after this agreement has been amended in writing.

ARTICLE 22 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, or email, to:

If to the City: [INSERT NAME]
Contract Administrator
City of _____, Florida
[INSERT ADDRESS]
[INSERT EMAIL]

If to the Contractor: Christian W. Waugh
WAUGH PLLC
201 E. Pine Street, Suite 315
Orlando, FL 32801
cwaugh@waugh.legal

ARTICLE 23 - TERMINATION

This Contract may be terminated by the Contractor upon thirty (30) days prior written notice to the City and it may be terminated by the City for convenience at any time. After receipt of a Termination Notice and except as otherwise directed by the City, the Contractor shall:

A. Stop work on the date and to the extent specified.

- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work and other material related to the terminated work to the City, or approved designee.
- D. Continue and complete all parts of the work that have not been terminated.
- E. The Contractor shall be paid for services actually rendered to the date of the termination.

ARTICLE 24 - EXCLUSIVITY

This is not an exclusive Contract. The City may, at its sole discretion, contract with other entities for work similar to that to be performed by the Contractor hereunder.

ARTICLE 25 – GOVERNING LAW AND REMEDIES

This Agreement shall be governed by and construed according to the laws of the State of Florida, and the rights of the parties hereto shall be construed and be subject to the laws of the State of Florida. The parties hereby waive the right to a trial by jury in any action, proceeding or counterclaim brought or filed by either of them against the other. Venue for any court action arising out of this agreement shall be in Lake County, Florida if a state claim, but Middle District of Florida if a federal claim.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof

ARTICLE 26 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 27 - UNAUTHORIZED ALIEN WORKERS

The City will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274A(e) of the Immigration and Nationality Act ("INA"). The City shall consider the employment by the contractor of unauthorized aliens a violation of Section 274A (e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A (e) of the INA shall be grounds for unilateral cancellation of this Agreement by the City.

ARTICLE 28 – VERIFICATION UNDER §787.06(13), FLA. STAT.

By virtue of executing this Contract, the undersigned on behalf of the Contractor attests that neither WAUGH PLLC nor himself individually uses coercion for labor or services as defined in §787.06, Fla. Stat.

REST OF THIS PAGE IS INTENTIONALLY BLANK

SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first above written:

CITY OF CLERMONT

Attest:

By:

Tracy Ackroyd Howe, MMC
City Clerk

Date

Signature:

By:

Tim Murry
Mayor

Date

**Contractor
Signature:**

By:

Christian W. Waugh
Waugh PLLC

Date

EXHIBIT A - SCOPE OF SERVICES

This Contract is for professional legal services, by the terms of this Contract the City appoints Christian W. Waugh as City Attorney. The duties of the City Attorney are governed by the City Charter, as amended from time to time, City Code, and the services specified herein.

The City Attorney shall attend City Council meetings, Planning & Zoning Commission meetings, and other meetings as requested by the City Council or the City Manager when items under consideration warrant legal input.

The City Attorney shall represent the Council and each of these Boards, provide appropriate legal advice and/ or written opinions, as necessary, and provide parliamentary guidance concerning the conduct of each of the meetings of the Council and Boards if requested.

If requested, the City Attorney will draft and/ or review ordinances, charter amendments, resolutions, contracts, and correspondence; provide legal consultation on some City insurance matters; and provide legal advice or written opinions to the City staff on matters related to their official duties.

Other attorney services are allowed as follows:

As specifically enumerated in RFQ 25-047.

The Florida League of Cities Municipal Insurance Trust (FMIT) currently provides the City's automobile liability and general liability insurance coverage. Some legal matters will be handled by the FMIT staff. The City Attorney involvement will be coordinated by the City Manager.

Except as described above, as required by the City Council, the City Attorney shall prosecute and defend the City on all civil complaints, suits or controversies in which the City is a party, including the Planning and Zoning Commission, Board of Adjustments, and Code Enforcement Board in legal proceedings. Specifically, the City Attorney is responsible for prosecuting and defending the City in civil action when no counsel is provided by liability insurance or when the City's exposure exceeds its insurance coverage or at the request of the Council or City staff when otherwise required to protect the City's interests. The City Attorney may also represent an employee or elected official who is individually named in a suit as a result of the execution official duties with the City. When the City's insurance coverage is activated on a given matter, the City Attorney shall cooperate as necessary with the legal counsel designated by the City's liability insurance carrier to ensure that the matter is dealt with in an expedient and professional manner.

As requested by the City Manager, the City Attorney will provide the city staff with assistance and legal counsel relating to the acquisition or sale of real property and in the review or preparation of deeds, easements and title searches.

As requested by city staff, board members or city council members, the City Attorney will review situations in which laws, regulations or rules can reasonably be construed to impact the City's interests.

The City Attorney will perform other legal research and provide legal advice as required or as requested by the City Council, Board or Commission members or city staff. All such requests must be coordinated through the Office of the City Manager.

EXHIBIT B - FEE SCHEDULE

HOURLY RATES

Work shall be performed at the following hourly rates:

ATTORNEYS	HOURLY RATE
City Attorney	\$250.00
Assistant City Attorneys	\$200.00
Paralegal	No Charge

The rates shown will increase annually at the rate of 3.0% for the term of the Contract or such lesser or greater amount as the City Council shall approve for an annual city employee increase. Routine expenses such as local telephone calls, local travel expenses (with the exception noted in Section B. Below), word processing and clerical or secretarial services are overhead and will not be separately compensated. Billable hours shall be measured in six (6) minute increments.

TRAVEL RATES

Travel between Contractor's office in Orlando and the City of Clermont is not chargeable unless it is in regard to (a) meetings directly and exclusively related to professional services rendered under this Contract, excluding those at the City's offices, and (b) litigation matters, which shall be defined as matters proceeding in, with, or under the supervision of a judge, mediator, arbitrator, special master, special magistrate, commission, or otherwise an empowered individual or group of individuals to find facts or determine issues in a dispute for the City.

All requests for such payment shall include copies of paid receipts, invoices, or other documentation acceptable to the City.

CITY OF CLERMONT

CONTRACT FOR LEGAL SERVICES

THIS CONTRACT FOR LEGAL SERVICES (this "Contract") is made upon the signing of the parties by and between the City Council of the City of Clermont, Florida, a Florida municipal corporation, hereinafter referred to as the City, and WAUGH PLLC, a Florida professional limited liability company, authorized to do business in the State of Florida, hereinafter referred to as the Contractor, whose address is 201 E. Pine Street, Suite 315, Orlando, FL 32801, hereinafter referred to as the Contractor.

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This contract shall become effective upon the date of the last signature and shall continue indefinitely unless either party chooses to exercise its rights under Article 23, Termination.

ARTICLE 2 - CONTRACT ADMINISTRATION

Administration of this Contract shall be under the general direction of the City Manager, or his/her designees, who shall act as the City's representative during the performance of this Contract. The Contract Administrator for the Contractor is Christian W. Waugh, who will serve as the City Attorney pursuant to this Contract. Each party to this Contract agrees to provide written notification within fifteen (15) days, should the representative of either party change during the term of the Contract.

ARTICLE 3 - SCOPE OF WORK

The Contractor shall do, perform, deliver and carry out, in a professional manner, the type of projects, products, services as set forth in **Exhibit A, Scope of Services**, attached hereto, and, by reference, made part of the contract.

ARTICLE 4 - PAYMENTS TO CONTRACTOR

The City shall pay the Contractor for professional services in accordance with the fee schedule set forth in **Exhibit B, Fee Schedule**, attached hereto, and, by reference,

made part of the contract. The Contractor will invoice the City monthly as described in **Exhibit B, Fee Schedule**.

Invoices received from the Contractor pursuant to this Contract will be attested and approved by the Contract Administrator, indicating that the services being invoiced are in conformity with the Contract. The invoices will then be sent to the Finance Department for payment within thirty (30) days from receipt by the City. Invoices not in accordance with the terms of the contract will be returned to the Contractor for correction.

ARTICLE 5 – TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that the wage and rates and costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract.

ARTICLE 6 – INSURANCE, PERMITS & LICENSES

In the performance of work and services under this Agreement, Contractor agrees to comply with all Federal, State and Local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement that are applicable to Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

Contractor shall maintain in full force and effect during the life of the Contract, Worker's Compensation insurance covering all employees in performance of work under the Contract. Contractor shall make this same requirement of any of its subcontractors. Contractor shall indemnify and save the City harmless for any damage resulting to them for failure of either Contractor or any subcontractor to take out or maintain such insurance. The following are required types and minimum limits of insurance coverage that the Contractor agrees to maintain during the term of this Contract:

COVERAGE	MINIMUM LIMITS
General Liability	\$1,000,000/incident
Professional Liability	\$1,000,000/incident
Worker's Compensation	Statutory

Statutory coverage for Worker's Compensation Insurance means covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible

for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

Contractor will provide copies of his occupational license(s) to the Finance Director. Neither Contractor nor any subcontractor shall commence work under this Contract until they have obtained all insurance required under this section and have supplied the City's Contract Administrator with evidence of such coverage in the form of a Certificate of Insurance and endorsement.

ARTICLE 8 - NONDISCRIMINATION

The Contractor warrants and represents that it complies with all Federal and State requirements concerning fair employment and will not discriminate by reason of race, color, religion, sex, age, national origin, or physical handicap.

ARTICLE 9 - DRUG FREE WORKPLACE

In accordance with §287.087, Fla. Stat., the Contractor warrants that it is a drug free workplace.

ARTICLE 10 PUBLIC ENTITY CRIME INFORMATION STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 in excess of the threshold amount provided in §287.017, Fla. Stat., for a period of 36 months from the date of being placed on the convicted vendor list.

ARTICLE 11 - EXCUSABLE DELAYS

The Contractor shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the Contractor's control and without its fault or negligence. Such causes may include, but are not limited to: Acts of God; the City's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions. If failure to perform is caused by the failure of the Contractor's subcontractor(s) to perform or make progress, and if such failure arises out of causes reasonably beyond the control of the

Contractor and its subcontractor(s) and is without fault or negligence of either of them, the Contractor shall not be deemed to be in default.

ARTICLE 12 - ARREARS

The Contractor shall not pledge the City's credit or make it guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Contractor further warrants and represents that it has no obligation for indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 13 - WARRANTY

The Contractor warrants that all services shall be performed by skilled and competent personnel to the standards in the field and that all licensing and professional certifications required are maintained during the term of the Contract. The Contractor shall represent no private individual or legal entity before the City in any proceeding matter.

ARTICLE 14 - ASSIGNMENT

This Contract may not be assigned without the prior written consent of the City. Any attempt to assign this Contract without prior written consent of the City shall render the Contract null and void with respect to the attempted assignee. The City shall not unreasonably withhold consent provided that the Contractor provides City with information it requires including, but not limited to, a sample contract from the proposed assignee, proposed fee schedule, operating history of the assignee and a contact person representing the assignee. This information shall be provided at least sixty (60) days prior to the target date for assignment by the Contractor.

ARTICLE 15 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Contractor shall deliver to the City for approval and acceptance, and before eligibility for final payment of any amounts due, all documents and materials prepared by and for the City under this Contract. All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the City or at its expense will be kept confidential by the Contractor and will not be disclosed to any other party, directly or indirectly, without the City's prior written consent unless required by a lawful order or by applicable public records laws. All drawings, maps, sketches, and other data developed, or purchased, under this Contract or at the City's expense shall be and remains its property and may be reproduced and reused at the discretion of the City.

All original notes, designs, drawings, maps, reports, technical papers, and/or other items or data developed by the Contractor in performing under this Contract, along with all copies thereof, shall be prepared exclusively for the City and upon delivery to the City by the Contractor whether at the completion of work, or at any other time, shall become the exclusive property of the City, again, subject to public records laws.

No reports, data, programs or other materials produced in whole or in part under this agreement shall be subject to copyright by the Contractor in the United States or in any other country. The City or its assigns shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, for the specific purposes intended, any reports, data, programs or other material prepared under this agreement. All final writings, maps, charts, reports, computer programs, base maps, aerial photography and any other documentation prepared under this agreement, if any, shall become the property of the City after final payment.

For the avoidance of doubt, Contractor expressly understands records associated with this Contract are public records and agrees to comply with Florida's Public Records Law, to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services contemplated herein.

(b) 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.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. Contractor shall use reasonable efforts to provide all records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

(e) IF CONTRACTOR 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) 241-7331.

ARTICLE 16 - INDEPENDENT CONTRACTOR

The Contractor agrees that it is an Independent Contractor with respect to the services provided pursuant to this Contract, and not an employee, agent, or servant of the City. All persons engaged in any of the work or services performed shall at all times, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work; the City's interest is in the results obtained. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties.

ARTICLE 17 - SUBCONTRACTORS

No part of this Contract shall be sublet without the prior express written approval of the City. If the Contractor shall sublet any portion of this Contract, the Contractor shall be as fully responsible to the City for acts and omissions of a subcontractor, and of persons either directly or indirectly employed by the subcontractor, as the Contractor is for its own acts and omissions and the acts and omissions of persons employed directly or indirectly by the Contractor. The subcontractor is subject to the same contractual provisions as is the Contractor under this Contract, including but not limited to insurance requirements, records maintenance and audit requirements.

Any attorney of the firm with whom the Contractor is affiliated may provide legal representation under this Contract to the City, its officers, and employees. The Contractor may refer work under this Contract to attorneys in the Contractor's law firm and other law firms when, in the judgment of the Contractor, such referral will serve the best interest of the City and with the City manager's approval.

ARTICLE 18 - SEVERABILITY

No inspection by the City, nor any payment for or acceptance of the whole or part of the items in this Contract, nor any extension of time, nor any possession taken by the City of the product or services hereunder shall operate as a waiver of (1) any provision of this Contract, (2) the right to have it fully performed, (3) any power herein reserved to the City, or (4) any right to damages under this Contract. No waiver of any breach of this Contract shall be held to be a waiver of any other breach.

ARTICLE 19 - CONTINGENT FEES

The Contractor warrants that it has not employed or retained any company or person to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, any fee, commission, percentage, gift,

or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 20 - ENTIRETY OF CONTRACTUAL AGREEMENT

The City and the Contractor agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein.

ARTICLE 21 - AMENDMENTS AND MODIFICATIONS

Any cardinal change in the terms and conditions set forth in this Contract must be mutually agreed to by both the City and the Contractor, and may be implemented only after this agreement has been amended in writing.

ARTICLE 22 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, or email, to:

If to the City: [INSERT NAME]
Contract Administrator
City of _____, Florida
[INSERT ADDRESS]
[INSERT EMAIL]

If to the Contractor: Christian W. Waugh
WAUGH PLLC
201 E. Pine Street, Suite 315
Orlando, FL 32801
cwaugh@waugh.legal

ARTICLE 23 - TERMINATION

This Contract may be terminated by the Contractor upon thirty (30) days prior written notice to the City and it may be terminated by the City for convenience at any time. After receipt of a Termination Notice and except as otherwise directed by the City, the Contractor shall:

A. Stop work on the date and to the extent specified.

- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work and other material related to the terminated work to the City, or approved designee.
- D. Continue and complete all parts of the work that have not been terminated.
- E. The Contractor shall be paid for services actually rendered to the date of the termination.

ARTICLE 24 - EXCLUSIVITY

This is not an exclusive Contract. The City may, at its sole discretion, contract with other entities for work similar to that to be performed by the Contractor hereunder.

ARTICLE 25 – GOVERNING LAW AND REMEDIES

This Agreement shall be governed by and construed according to the laws of the State of Florida, and the rights of the parties hereto shall be construed and be subject to the laws of the State of Florida. The parties hereby waive the right to a trial by jury in any action, proceeding or counterclaim brought or filed by either of them against the other. Venue for any court action arising out of this agreement shall be in Lake County, Florida if a state claim, but Middle District of Florida if a federal claim.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof

ARTICLE 26 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 27 - UNAUTHORIZED ALIEN WORKERS

The City will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274A(e) of the Immigration and Nationality Act ("INA"). The City shall consider the employment by the contractor of unauthorized aliens a violation of Section 274A (e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A (e) of the INA shall be grounds for unilateral cancellation of this Agreement by the City.

ARTICLE 28 – VERIFICATION UNDER §787.06(13), FLA. STAT.

By virtue of executing this Contract, the undersigned on behalf of the Contractor attests that neither WAUGH PLLC nor himself individually uses coercion for labor or services as defined in §787.06, Fla. Stat.

REST OF THIS PAGE IS INTENTIONALLY BLANK

SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first above written:

CITY OF CLERMONT

Attest:

By:

Tracy Ackroyd Howe, MMC
City Clerk

Date

Signature:

By:

Tim Murry
Mayor

Date

**Contractor
Signature:**

By:

Christian W. Waugh
Waugh PLLC

Date

EXHIBIT A - SCOPE OF SERVICES

This Contract is for professional legal services, by the terms of this Contract the City appoints Christian W. Waugh as City Attorney. The duties of the City Attorney are governed by the City Charter, as amended from time to time, City Code, and the services specified herein.

The City Attorney shall attend City Council meetings, Planning & Zoning Commission meetings, and other meetings as requested by the City Council or the City Manager when items under consideration warrant legal input.

The City Attorney shall represent the Council and each of these Boards, provide appropriate legal advice and/ or written opinions, as necessary, and provide parliamentary guidance concerning the conduct of each of the meetings of the Council and Boards if requested.

If requested, the City Attorney will draft and/ or review ordinances, charter amendments, resolutions, contracts, and correspondence; provide legal consultation on some City insurance matters; and provide legal advice or written opinions to the City staff on matters related to their official duties.

Other attorney services are allowed as follows:

As specifically enumerated in RFQ 25-047.

The Florida League of Cities Municipal Insurance Trust (FMIT) currently provides the City's automobile liability and general liability insurance coverage. Some legal matters will be handled by the FMIT staff. The City Attorney involvement will be coordinated by the City Manager.

Except as described above, as required by the City Council, the City Attorney shall prosecute and defend the City on all civil complaints, suits or controversies in which the City is a party, including the Planning and Zoning Commission, Board of Adjustments, and Code Enforcement Board in legal proceedings. Specifically, the City Attorney is responsible for prosecuting and defending the City in civil action when no counsel is provided by liability insurance or when the City's exposure exceeds its insurance coverage or at the request of the Council or City staff when otherwise required to protect the City's interests. The City Attorney may also represent an employee or elected official who is individually named in a suit as a result of the execution official duties with the City. When the City's insurance coverage is activated on a given matter, the City Attorney shall cooperate as necessary with the legal counsel designated by the City's liability insurance carrier to ensure that the matter is dealt with in an expedient and professional manner.

As requested by the City Manager, the City Attorney will provide the city staff with assistance and legal counsel relating to the acquisition or sale of real property and in the review or preparation of deeds, easements and title searches.

As requested by city staff, board members or city council members, the City Attorney will review situations in which laws, regulations or rules can reasonably be construed to impact the City's interests.

The City Attorney will perform other legal research and provide legal advice as required or as requested by the City Council, Board or Commission members or city staff. All such requests must be coordinated through the Office of the City Manager.

EXHIBIT B - FEE SCHEDULE

HOURLY RATES

Work shall be performed at the following hourly rates:

ATTORNEYS	HOURLY RATE
City Attorney	\$250.00
Assistant City Attorneys	\$200.00
Paralegal	No Charge

The rates shown will increase annually at the rate of 3.0% for the term of the Contract or such lesser or greater amount as the City Council shall approve for an annual city employee increase. Routine expenses such as local telephone calls, local travel expenses (with the exception noted in Section B. Below), word processing and clerical or secretarial services are overhead and will not be separately compensated. Billable hours shall be measured in six (6) minute increments.

TRAVEL RATES

Travel between Contractor's office in Orlando and the City of Clermont is not chargeable unless it is in regard to (a) meetings directly and exclusively related to professional services rendered under this Contract, excluding those at the City's offices, and (b) litigation matters, which shall be defined as matters proceeding in, with, or under the supervision of a judge, mediator, arbitrator, special master, special magistrate, commission, or otherwise an empowered individual or group of individuals to find facts or determine issues in a dispute for the City.

All requests for such payment shall include copies of paid receipts, invoices, or other documentation acceptable to the City.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 11, 2025		
Agenda Item Name		
Ordinance No. 2025-001 <i>Intro</i> <i>Land Development Code Amendment</i>		
Requested Action		
Recommend approval of Ordinance 2025-001		
Staff Report		
City staff have received directions to proceed with processing amendments to the Land Development Code (LDC). Within the Central Business District (CBD) zoning, restaurants 3,000 square feet and greater and any other business establishment or structure 3,000 square feet and greater are required to obtain a Conditional Use Permit (CUP). The requested change is to increase the square footage requirement from 3,000 square feet to 6,000 square feet. Any restaurant, business establishment or structure over 6,000 square feet will be required to obtain a CUP. This change would occur under Section 125-369 and 125-370. See snippet of the changes below. The requested amendment would add this specific language to this section of the LDC. (7) Restaurants less than 3,000 square feet. (8) Medical marijuana dispensaries. (b) <i>Floor space</i>. Any business establishment or structure proposing to occupy more than 36,000 square feet of total floor space or more shall require application for a conditional use permit. Another change within the Central Business District is the removal of the duplication of off-street parking requirements. Parking requirements are captured in another reference within the LDC. It is contained in Section 115-14 "Table of Minimum Parking Space Requirements." Therefore, due to duplication, Item (c) under Section 125-373 is being removed. The 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. Ordinance	Ordinance.pdf	
2. Legal Ad	Legal Ad.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2025-001

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 12 “CBD CENTRAL BUSINESS DISTRICT” SECTION 125-369 “PERMITTED USES”, SECTION 125-370 “CONDITIONAL USES” AND 125-373 “OFF-STREET PARKING”; 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 12 “CBD Central Business District”, Section 125-369 “Permitted Uses”, Section 125-370 “Conditional Uses” and Section 125-373 “Off-Street Parking” and

NOW, THEREFORE, BE IT HEREBY ORDAINED by the City Council of the City of Clermont, that Chapter 125, “Zoning”, Article III “Districts”, Division 12 “CBD Central Business District”, Section 125-369 “Permitted Uses”, Section 125-370 “Conditional Uses” and Section 125-373 “Off-Street Parking” 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 12 “CBD Central Business District”, Section 125-369 “Permitted Uses”, Section 125-370 “Conditional Uses” and Section 125-373 “Off-Street Parking” 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. 125-369. Permitted uses.

(a) *Generally.* Permitted uses in the CBD district are as follows:

- (1) Retail businesses which supply commodities on the premises, such as, but not limited to, groceries, baked goods or other foods, drugs, dry goods, clothing, decorations, hardware, furniture, appliances, sporting goods, flowers, etc.

- (2) Personal service establishments, such as, but not limited to, beauty shops or barbershops, tailor or dressmaking shops, shoe repair, music, dancing and photographic studios and dry cleaners. Permanent makeup service may be allowed as an accessory use (with a business tax receipt, and with medical supervision) within an existing salon, beauty shop, barbershop, medical office, or similar use. Such service shall be limited to the face area and would consist of cosmetic permanent makeup for eyeliner, eyebrow and mouth/lip liner definition.
 - (3) Professional offices, doctors' offices, banks and loan companies (excluding drive-through facilities except with a conditional use permit), insurance and real estate offices and similar businesses.
 - (4) Dwelling units, single-family and two-family, permitted in the R-2 district, and other residential uses as permitted in the R-3 district, provided that lot size and coverage regulations of the respective district can be accommodated and the lot width of this district is met.
 - (5) Buildings, structures and uses maintained or operated by the city.
 - (6) Lodges and clubs.
 - (7) Restaurants ~~less than 3,000 square feet~~.
 - (8) Medical marijuana dispensaries.
- (b) *Floor space.* Any business establishment or structure proposing to occupy more than 36,000 square feet of total floor space or more shall require application for a conditional use permit.
- (c) *Uses to be enclosed, outdoor storage.* All uses must be within a completely enclosed building, except for outdoor storage, which must receive site plan approval and be screened from public streets and adjacent property.
- (d) *Sidewalk use.* Business establishments may utilize outside private or public sidewalk area for patron use to include non-fastened small tables and chairs, or benches during business hours only. Compact outside display areas may also be utilized provided the display has a maximum width of 25 percent of a retail store width or ten feet in width, whichever is less, four feet in depth, and six feet in height. Businesses which utilize this type of sidewalk use shall maintain at least a four-foot-wide open area for passage from one property to the next, from the inside of any curb toward the business front, and in accordance with the Americans with Disabilities Act. Where such four-foot open space is not available, table and chairs or displays shall not be allowed. All such uses shall be approved by the city manager or designee.

Sec. 125-370. Conditional uses.

- (a) Conditional uses in the CBD district are as follows:
- (1) Retail businesses, personal service establishments and professional offices occupying more than 36,000 square feet of total floor area or more, provided, however, that no retail establishment may occupy more than 100,000 square feet.
 - (2) Public or semipublic facilities or structures not maintained or operated by the city and not listed under permitted uses (i.e., operated by any other governmental unit).

- (3) Utility facilities (i.e., electrical transformers, gas regulator stations, etc.).
 - (4) Hospitals, clinics, adult congregate living facilities and nursing homes that provide treatment of human ailments or personal care operations.
 - (5) Nursery schools, kindergartens or childcare centers, provided the outdoor play area is enclosed by a fence at least four feet high and all state requirements are met.
 - (6) Private schools.
 - (7) Funeral homes.
 - (8) Convenience stores and gas stations, provided on-site parking requirements are met.
 - (9) Laundries.
 - (10) Automotive service stations, provided on-site parking requirements are met.
 - ~~(11) Restaurants over 3,000 square feet.~~
 - (121) Lounges.
 - (132) Bed and breakfast inns as provided in article V of this chapter.
 - (143) Theaters, cinemas and auditoriums.
 - (154) Churches.
 - (165) Planned unit developments.
- (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 by the city council, are not more obnoxious to the district than uses provided in this section. All conditional uses must be provided per chapter 101, article III, division 3.

Sec. 125-373. Off-street parking.

- (a) *Principal use location; number of parking spaces.* Except as otherwise provided in this section, each principal use located within the designated central business district shall provide or be provided with the indicated number of off-street parking spaces according to the following schedule. Those uses which base required parking allocation on seating capacity, numbers of beds, numbers of employees and numbers of staff members shall submit specific data and calculations at the time of application for conditional use permit approval.
- (b) *Parking space credits.* 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.

CITY OF CLERMONT
ORDINANCE NO. 2025-001

- (3) Residential uses changing to nonresidential must provide parking equivalent to those nonresidential uses as required by this section.
- (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.

~~(c) Parking spaces developed for residential and nonresidential uses. Vacant property being developed for new residential or nonresidential uses shall be required to provide off-street parking spaces located on the same parcel as the use they are intended to serve. 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. Required parking spaces are as follows:~~

- ~~(1) Retail business, personal service and office establishments. One parking space for each 400 square feet of floor space.~~
- ~~(2) Hospitals, clinics, adult congregate living facilities and nursing homes. One parking space for each four beds, plus one space for each four employees, including staff members and nurses.~~
- ~~(3) Nursery schools, kindergartens or childcare centers, public, vocational and professional schools. One parking space for each 300 square feet of classroom space, plus one space for each staff member, plus one space for each four employees.~~
- ~~(4) Churches and funeral homes. One parking space for each four seats in the sanctuary or assembly room.~~
- ~~(5) Restaurants and lounges. One parking space for each 200 square feet of floor area devoted to patron use, plus one space for each four employees.~~
- ~~(6) Lodges and clubs. One parking space for each 50 square feet of floor area.~~
- ~~(7) Theaters, cinemas and auditoriums. One parking space for each eight seats in the assembly room.~~
- ~~(8) Bed and breakfast. One parking space for each accommodation.~~
- ~~(9) Automotive services. Four parking spaces for each bay, grease rack or similar facility, plus one space for each employee.~~
- ~~(10) All dwelling units. Two parking spaces per dwelling unit.~~
- ~~(11) Planned unit developments. Parking space requirements for planned unit developments shall be based upon the aggregate sum of all proposed uses.~~

~~(12) Hotels and motels. One parking space for each accommodation, plus one space for every three employees.~~

(d) *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 planning director, who after consultation with the site review committee, shall make a determination of the appropriate parking for the proposed use. In reaching the determination, the director shall 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.

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. 2025-001

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 25th 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:	Kyle Pryde
Contact Phone:	
Contact Email:	kpryde@clermontfl.org
PO Number:	

Date:	01/31/2025
Order Number:	10999132
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	56.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	02/10/2025 - 02/10/2025	Public Notices
LEE dailycommercial.com	1	02/10/2025 - 02/10/2025	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	\$90.48
Tax Amount	\$0.00
Service Fee 3.99%	\$3.61
Cash/Check/ACH Discount	-\$3.61
Payment Amount by Cash/Check/ACH	\$90.48
Payment Amount by Credit Card	\$94.09

Order Confirmation Amount	\$90.48
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Ad Preview

LEGAL NOTICE

On Tuesday, February 25, 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 125-369-Permitted Uses, Section 125-370-Conditional Uses and 125-373-Off-Street Parking.

ORDINANCE NO. 2025-001

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 12 "CBD CENTRAL BUSINESS DISTRICT" SECTION 125-369 "PERMITTED USES", SECTION 125-370 "CONDITIONAL USES" AND 125-373 "OFF-STREET PARKING"; 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
Feb. 10, 2025



AGENDA ITEM

Meeting Date	
Tuesday, February 11, 2025	
Agenda Item Name	
Ordinance No. 2025-002 <i>Intro</i> <i>Land Development Code Amendment</i>	
Requested Action	
Recommend approval of Ordinance 2025-002	
Staff Report	

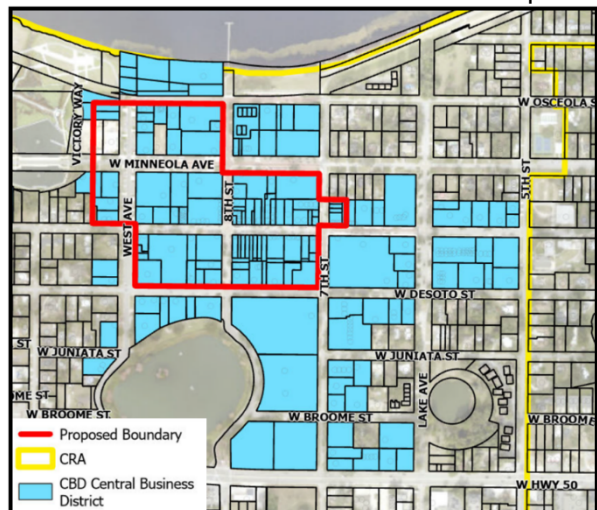
City staff have received direction to proceed with processing amendments to the Land Development Code (LDC). Section 115-14 Table of minimum parking space requirements has two (2) distinctive columns requiring parking spaces for land use within the City. One column is for areas within the City and the other column is for areas specifically within the Central Business District (CBD). Below is a snippet of the table with the columns highlighted.

(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 Central Business District	Per Unit of Measure
Single-family	2	1	Per dwelling unit
Multifamily	1-5 2	1.25	Per one-bedroom unit
Multifamily	2-5 2.5	1.5	Per two-bedroom unit
Multifamily	2-5 3	2.0	Per three-bedroom unit

The current parking requirements for the CBD is approximately half the requirement for some land uses versus other areas outside the CBD. Since the Central Business District is primarily the historical downtown area of Clermont, the parking requirements were reduced to encourage redevelopment and development in this area.

The first change that is being proposed is to eliminate parking requirements for a subset area of the Central Business District for retail and/or office use. This would only be applicable to a single story building or the first floor of any structure within the subset area with retail and/or office use. The subset area is shown in red below. Any retail or office in this area would not be required to provide parking.



The second change is if any new development within the CBD is unable to provide the required onsite parking, they would have the option to pay a downtown parking fee of \$3,000 per required space and move forward with their development. This payment would go into a dedicated fund designated for parking in the downtown area. The parking fee may be increased through a resolution passed by the City Council at any time. This would eliminate the need to seek a parking variance from the City Council and allow the development to proceed with payment of the parking fee.

The third change is an increase in required parking for specific land use outside the Central Business District. A moderate increase in multifamily parking is being proposed. The percentage of increase is anywhere from 20% up to 34% for multifamily use. In hospitals, clinics, ACLFs and nursing home land use, the ACLFs land use is separated out by its own row indicating 2 parking spaces for each four beds, 1 for each doctor and 2 for each 4 employees. One final parking increase is for rooming houses and boarding houses, which would go up from 1 parking space for each bedroom to 3 parking space for each bedroom. Staff supports the changes.

Additional Analysis

Fiscal Impact Summary

None.

Fiscal Impact	Fund Number and Description	Available Budget Amount
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Exhibits Attached (copies of original agreements)

- | | | |
|----|-----------|---------------|
| 1. | Ordinance | Ordinance.pdf |
| 2. | Legal Ad | Legal Ad.pdf |



CITY OF CLERMONT
ORDINANCE NO. 2025-002

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE CHAPTER 115, “PARKING AND VEHICULAR USE AREAS”, SECTION 115-14 “TABLE OF MINIMUM PARKING SPACE REQUIREMENTS”; 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 115, “Parking and Vehicular Use Areas”, Section 115-14 “Table of Minimum Parking Space Requirements”; and

NOW, THEREFORE, BE IT HEREBY ORDAINED by the City Council of the City of Clermont, that Chapter 115, “Parking and Vehicular Use Areas”, Section 115-14 “Table of Minimum Parking Space Requirements” 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 115, “Parking and Vehicular Use Areas”, Section 115-14 “Table of Minimum Parking Space Requirements” 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. 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.

CITY OF CLERMONT
ORDINANCE NO. 2025-002

- (b) *Minimum off-street parking space requirements.* Minimum off-street parking space requirements are as follows:

<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 2	1.25	Per one-bedroom unit
Multifamily	2 2.5	1.5	Per two-bedroom unit
Multifamily	2.5 3	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	0.5 *	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
<u>ACLFs</u>	1 2	<u>1</u>	<u>For each four beds</u>
<u>Plus</u>	<u>1</u>	<u>N/A</u>	<u>For each doctor</u>
<u>Plus</u>	1 2	<u>0.5</u>	<u>For each 4 employees</u>
Rooming houses and boardinghouses	1 3	0.5 1	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

CITY OF CLERMONT
ORDINANCE NO. 2025-002

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	0.83 *	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	0.5	Per 100 square feet of gross floor area
Restaurants and lounges	1	0.5	Per 4 seats (including outdoor seating)
Plus	1	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
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

CITY OF CLERMONT
ORDINANCE NO. 2025-002

			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

(c) Central Business District Parking: The following shall apply to uses within the Central Business District:

(1) For uses Retail, and Office as described in Sec. 115-14 (b) shall be exempt from any and all parking requirements; the boundary of the downtown exemption shall be as follows: Bounded by BLOCK 77 lot 20 and 18, BLOCK 80, BLOCK 81, BLOCK 91, BLOCK 92, BLOCK 93, BLOCK 94 Lots 1-6, BLOCK 95 Lots 1-3 and 10-12, of the 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. This exemption applies to single story, or a first floor of any structure within the abovementioned boundaries.

(2) As stipulated in Section 115, all new developments are required to provide adequate parking. Property or business owners may opt to pay a downtown parking fee of \$3,000.00 per required space, which will contribute to the CRA fund designated for parking. This fee will be calculated based on the total parking requirement for a specific use or uses. The downtown parking fee may be increased at any time through a Resolution passed by the Clermont City Council. Payment of these fees does not grant any property or business owner ownership, usage rights, occupancy, or claims to any city-owned parking spaces. All parking spaces will remain available for public use in accordance with the rules and ordinances of the City of Clermont, with the city council retaining the right to reserve any



CITY OF CLERMONT
ORDINANCE NO. 2025-002

or all spaces for emergency services, law enforcement, municipal functions, and special events.

(d) Note: Planned Unit Developments. 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.

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. 2025-002

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 25th 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:	Kyle Pryde
Contact Phone:	
Contact Email:	kpryde@clermontfl.org
PO Number:	

Date:	01/31/2025
Order Number:	11000947
Prepayment Amount:	\$ 0.00

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

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	02/10/2025 - 02/10/2025	Govt Public Notices
LEE dailycommercial.com	1	02/10/2025 - 02/10/2025	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	\$84.16
Tax Amount	\$0.00
Service Fee 3.99%	\$3.36
Cash/Check/ACH Discount	-\$3.36
Payment Amount by Cash/Check/ACH	\$84.16
Payment Amount by Credit Card	\$87.52

Order Confirmation Amount	\$84.16
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Ad Preview

LEGAL NOTICE

On Tuesday, February 25, 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 115, Section 115-14-Table of Minimum Parking Space Requirements.

ORDINANCE NO. 2025-002

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE CHAPTER 115, "PARKING AND VEHICULAR USE AREAS", SECTION 115-14 "TABLE OF MINIMUM PARKING SPACE REQUIREMENTS"; 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.

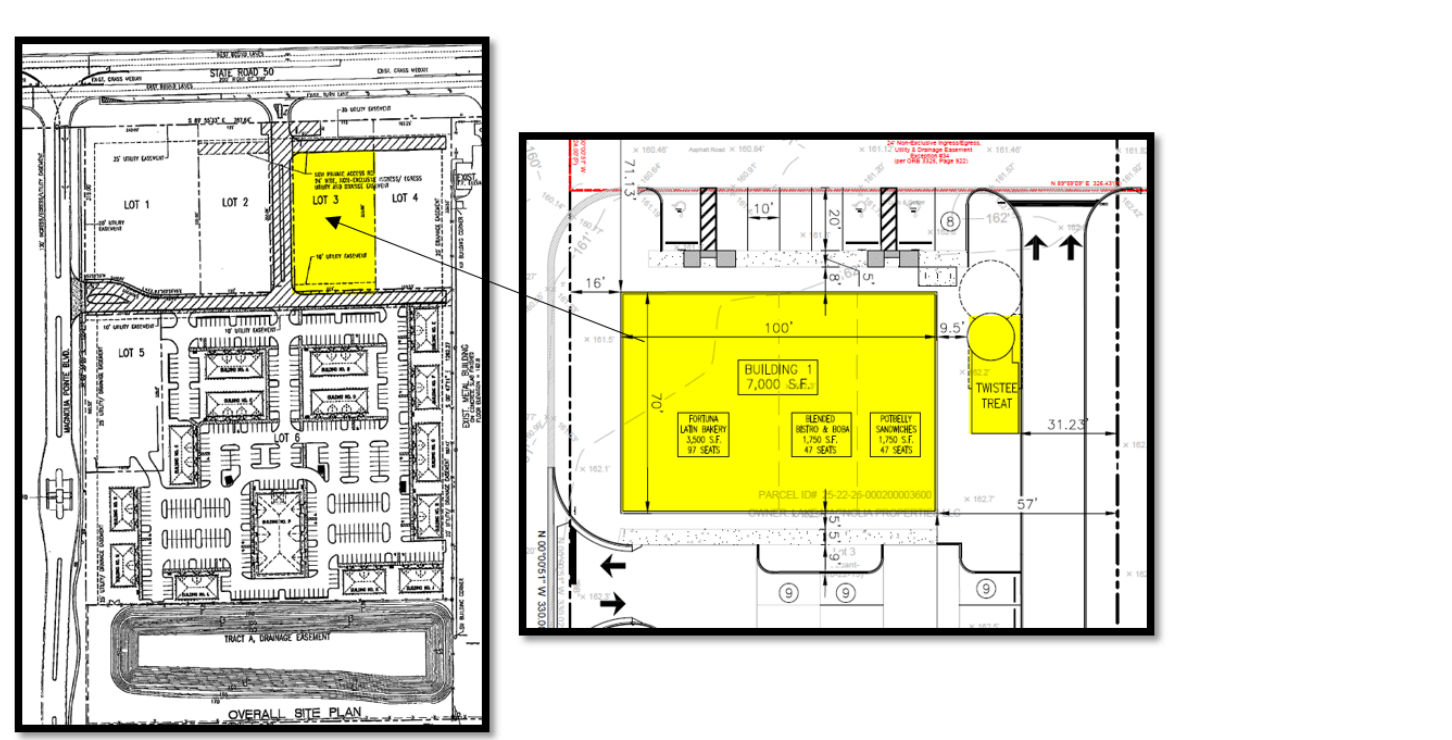
This amendment is available for public inspection in the Development Services Department, Monday through Friday between the hours of 8:00 AM and 5:00 PM.

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
#11000947 2/10/2025

AGENDA ITEM

Meeting Date	
Tuesday, February 11, 2025	
Agenda Item Name	
Ordinance No. 2025-003 <i>Intro Magnolia Center PUD Amendment</i>	
Requested Action	
Recommend approval of Ordinance No. 2025-003.	
Staff Report	
The applicant, Jean Abi-Aoun, P.E., is requesting an amendment to the Magnolia Pointe Center PUD to allow up to five (5) fast food restaurants within the PUD, with four (4) of these located on Lot 3. Magnolia Pointe Center is located south of SR 50 and east of Magnolia Pointe Blvd. The property is approximately 22 acres in size with majority of the site built out. The PUD was approved in Lake County in 2009 under Ordinance No. 2009-8 with conditions limiting specific uses on certain lots. The City of Clermont annexed the property in 2018 keeping the original entitlements, which is document in the City's PUD Ordinance 2018-08. The allowable uses are C-1 Light Commercial and C-2 General Commercial with exclusion of certain uses and permissible uses throughout the site. The only remaining vacant pieces are Lot 3 and a few pads within Lot 6.	
	
On page 3 of the City's ordinance (Ordinance 2018-08) under section 3, A(2)(b)ii, it states "no more than three (3) Fast Food Restaurants shall be permitted." The applicant is requesting an amendment to increase the number to five (5) and to allow four (4) fast food restaurants within Lot 3. Currently, there exists a Dunkin Donut on Lot 2, which will be included in the count of five (5). The applicant has proposed a 7,000 square foot building that will be comprised of three (3) fast food restaurants. On the end of the building, a drive-thru fast food business (Twistee Treat) is also being proposed. Based upon the information provided, the project will be required to have a minimum of 57 spaces. The applicant is providing 58 spaces. The Twistee Treat will primarily be served via a drive-thru.	

The applicant has indicated that the amendment will enable Magnolia Pointe Center to better serve community needs by increasing dining options, while maintaining compatibility with the PUD's overall design and operational guidelines. In consideration of support of the project, City staff requested documentation from the Magnolia Pointe Homeowners Association that the proposed amendment would be supported by the development. A letter from the Ellis Property Management Company is within the agenda packet indicating support of the amendment.

Staff has reviewed the application and proposed project in regards to Section 125-486 Review Criteria for a Planned Unit Development. The proposed amendment to allow the additional fast food restaurants does not appear to impact the surrounding property, and the uses are currently allowed within the PUD. Staff has no evidence that with this amendment the overall characteristics of the project will change, and it appears that it may better serve the surrounding community. The conceptual layout on Lot 3 appears to meet the Land Development Code. Staff is able to support the request and recommends approval of Ordinance 2025-003.

Additional Analysis

Fiscal Impact Summary

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

1.	Ordinance	Ordinance.pdf
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CITY OF CLERMONT
ORDINANCE NO. 2025-003

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

The City Council of the City of Clermont, Lake County, Florida hereby ordains that:

SECTION 1.

The Official Zoning Map of the City of Clermont, Lake County, Florida referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances, is hereby amended by rezoning the following described property:

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26, LAKE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

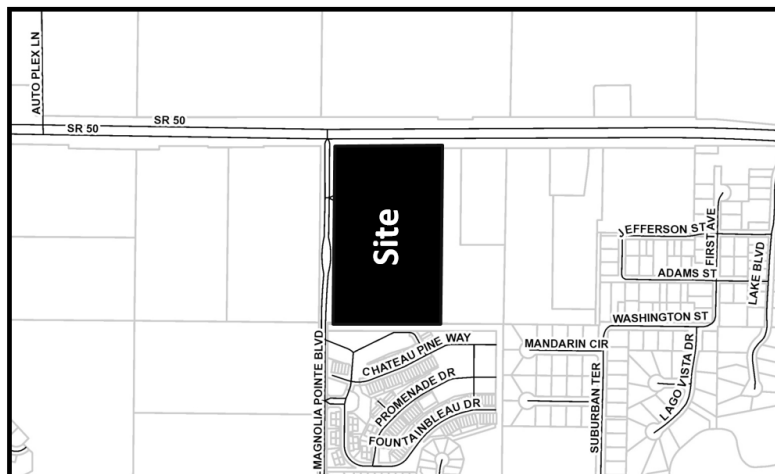
BEGINNING 448.6 FEET WEST OF SOUTHEAST CORNER OF NORTHWEST $\frac{1}{4}$, RUN NORTH $01^{\circ}00'01''$ EAST 1260.31 FEET TO SOUTH RIGHT-OF-WAY OF STATE ROAD 50, WESTERLY ALONG SAID RIGHT-OF-WAY TO WEST LINE OF SOUTHEAST $\frac{1}{4}$ OF NORTHWEST $\frac{1}{4}$ SOUTH TO SOUTHWEST CORNER OF SOUTHEAST $\frac{1}{4}$ OF NORTHWEST $\frac{1}{4}$, EASTERLY ALONG SOUTH LINE OF NORTHWEST $\frac{1}{4}$ TO POINT OF BEGINNING – LESS WEST 100 FEET, OFFICIAL RECORDS BOOK 2149, PAGE 0423

CONTAINING 22.78 ACRES, MORE OR LESS

LOCATION

Magnolia Center

Southeast corner of Highway 50 and Magnolia Pointe Boulevard





CITY OF CLERMONT
ORDINANCE NO. 2025-003

REQUESTED ACTION:

**Amendment to the existing Planned Unit Development (PUD)
Ordinance No. 2018-08 to allow for an increase in the number of
fast food restaurants.**

SECTION 2. GENERAL CONDITIONS

This application for a Planned Unit Development to allow for C-1 Light Commercial and C-2 General Commercial; be granted subject to the following conditions:

1. The conditions as set forth in this Planned Unit Development shall be legally binding upon any heirs, assigns and successors in title or interest.
2. The property shall be developed in substantial accordance with the approved PUD Master Conceptual Site Plan, Exhibit A, as approved under Lake County Ordinance No. 2009-8, recorded in the Lake County Clerk of Courts, Official Records Book 3730, Pages 1624-1634. This PUD was annexed along with a large-scale comprehensive plan amendment and rezoning to a PUD by the City of Clermont City Council on April 24, 2018. Formal construction plans incorporating all conditions stated in this permit shall be submitted for review and approved by the Site Review Committee prior to the issuance of a zoning clearance or other development permits. The conceptual site plans submitted with the Planned Unit Development 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 final Certificate of Occupancy shall not be issued until each of the stated conditions has been met.
5. The combining of Buildings E and F on Lot 6 shall not require an amendment to this Planned Unit Development.
6. Construction and operation of the proposed use shall at all times comply with the regulations of this and other governmental agencies.
7. The transfer of ownership or lease of any or all of the property described in this PUD shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to this Planned Unit Development, and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures contained in the City of Clermont Land Development Code, as amended.



CITY OF CLERMONT
ORDINANCE NO. 2025-003

SECTION 3. LAND USE

A. Land Uses:

1. Permitted Uses: Development of the site shall be limited to uses permitted within the C-1 and C-2 zoning districts, as amended with the exception to the following uses:
 - a. Adult Use
 - b. Automotive Repair
 - c. Automotive Service Station/Convenience Store
 - d. Auto-parts or other auto-related uses, except as expressly permitted below
 - e. Bar or Tavern
 - f. Carwash
 - g. Hotel/Motel
 - h. Recreation, Commercial
 - i. Self-Service Laundry or Dry-Cleaning
 - j. Self-Service Storage
 - k. Theater
 - l. Recreational Vehicles
 - m. Truck Yard
 - n. Bingo Parlors and all other types of gambling establishments
 - o. Pawn Shops and establishments specializing in the resale of second hand goods
 - p. Vehicle Storage: No storage of commercial, disabled, abandoned or non-licensed vehicles shall be permitted for any purpose
2. Commercial Uses Permitted with Specific Conditions: The following uses shall be permitted subject to the specific criteria provided below:
 - a. Retail, Convenience: No fuel sales shall be permitted.
 - b. Restaurant, Fast Food:



CITY OF CLERMONT
ORDINANCE NO. 2025-003

- i. Shall be allowed only on Lots 1, 2, 3, and 4
 - ii. No more than five (5) Fast Food Restaurants shall be permitted, with four (4) of them located on Lot 3, as shown in Exhibit B.
 - iii. No more than one (1) stand-alone Fast Food Restaurant shall be permitted and it may have a drive-through window.
 - iv. Lot 1 shall not permit a stand-alone Fast Food Restaurant
 - v. No Fast Food Restaurant shall occupy an end cap suite or have a drive-thru on Lot 1
 - vi. No Fast Food Restaurant shall occupy an end cap suite or have a drive-through on Lot 1 if Lots 1 and 2 are combined into a single lot and developed within a common building. This condition does not apply to Lot 2 if combined
 - vii. Hours of operation shall be limited to 5:00am to 11:00pm
- c. Restaurant, General: Restaurants are permitted beer, wine, and alcohol sales in conjunction with sale of food.
- d. Vehicular Sales: Vehicular sales are prohibited, with the exception of Lot 4, which may allow a motorcycle dealership subject to the following regulations:
 - i. Inside sales only
 - ii. Daytime display of vehicles is permitted. All vehicles shall be moved inside at night.
 - iii. Test driving within the development or rental of vehicles is not permitted.
 - iv. Any service or repair work area shall be completely enclosed, including air compressors
 - v. Hours of operation shall be limited to 8:00am to 6:00pm
- e. Wholesale and Warehouse:
 - i. Gross leasable area shall not exceed 10,000 square feet
 - ii. Limited to wholesale consumer products only; such as wines, food, or restaurant supply
 - iii. Warehousing or wholesaling of building, hardware or manufacturing goods or products is prohibited
- f. Lot 5 shall be limited to medical and professional office uses.
- g. Buildings H, J, K, L, M, N, and P of Lot 6 shall be limited to:
 - i. Medical Service and Professional Office
 - ii. Personal Care Services; excluding self-service laundry mats, and laundry drop-off and pick-up stations.
 - iii. Retail sales of health and beauty products, including marketing and training
 - iv. The total square footage of Personal Care Services; including retail sales of health and beauty products, on Lot 6 shall not exceed 10,000 square feet.



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- v. Dance studio within Building P only. Hours shall be limited to 7:00am to 9:00pm
 - h. Lots 1 and 2 may be combined and developed with a common building or developed individually. Lots 3 and 4 may also be combined and developed with a common building or developed individually. If combined, common building(s) on Lots 1 and 2 and/or Lots 3 and 4 shall contain architectural enhancements to the facades on the front and rear sides.
 - 3. Manufacturing and industrial uses shall not be permitted.
- B. Open Space, Impervious Surface Ratio, and Intensity:
- 1. Total development of the site shall not exceed a maximum gross square footage of 300,000 square feet.
 - 2. A minimum 25% open space shall be implemented with the development plan.
 - 3. A maximum impervious surface ratio of 65% over the entire commercial development shall be implemented into the design criteria for all development.
- C. Setbacks:
- 1. All setbacks shall conform to the landscape buffering requirements outlined in the Lake County Land Development Regulations, as amended.
 - 2. Building structures shall maintain a 200-foot setback from the south property line of Lot 6.
 - 3. No loading docks or dumpsters shall be located within 400 feet of any property line of any lot of the Magnolia Pointe Subdivision.
- D. Buffering/Screening:
- 1. Landscaping of Lot 6 shall be consistent with the approved landscape plan, approved May 8, 2007.
 - 2. A landscaped buffer shall be provided between all commercial, multifamily, right-of-way and residential land uses pursuant to the City of Clermont Land Development Code, as amended.
 - 3. Lake County Type “A” buffer shall be required along Magnolia Ponte Boulevard and the east boundary of Lot 4.

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4. A 25-foot buffer of solid pine trees shall be maintained along the south boundary of the Planned Unit Development; adjacent to Magnolia Pointe Condos. In the event that the 25-foot buffer of solid pine trees along the south boundary of the subject property is destroyed or removed for any reason, a 25-foot landscape buffer shall be installed within ninety (90) days thereafter.
5. A six-foot high masonry or brick wall shall be constructed along the west boundary line, starting south of the guard house to the southern boundary of the retention pond, then along said southern boundary line to the eastern boundary line of the property.
6. The wall or berm shall be constructed at the beginning of construction on Lot 6.
7. All outside storage shall be screened by a wooden fence and/or vegetative buffer substantial enough to screen the uses from adjacent properties.
8. Any additional landscape requirements not specifically outlined by items 1 through 7 of this Section shall be applied in accordance with the Land Development Regulations, as amended.

E. Architectural Design Standards:

1. Design:

- a. No pre-engineered metal buildings shall be permitted in the development.
- b. Buildings on Lot 6 shall be themed in a Mediterranean manner, and shall have tile roofs.
- c. Design shall comply with the City of Clermont commercial design guidelines and the Lake County Land Development Regulations, as amended.

2. Height:

- a. Any structure on Lots 1, 2, 3, 4 & 6 shall not be taller than 35 feet.
- b. Any structure on Lot 5 shall not be taller than 45 feet.

3. Orientation: The building on Lot 5 shall face west toward Magnolia Pointe Boulevard.

F. Lighting:

1. Lighting for parking lot, driveways, and utility areas; whether mounted on poles or walls of buildings, shall conform to Illuminating Engineering Society ("I.E.S.") standards for "cutoff" lighting fixtures.
2. Lighting "trespass" onto adjacent property shall not exceed 0.1 foot candles at the property line.



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3. Ornamental and spotlighting for aesthetic effect, landscape accent, signage, etcetera, shall be directed onto the subject property.

G. Access Standards:

1. Construction traffic shall access the property via State Road 50 and avoid Magnolia Pointe Boulevard unless prohibited by the Florida Department of Transportation or Lake County Public Works.
2. Access to the site will be limited to the existing private road; Magnolia Pointe Boulevard, a right in/out from State Road 50 near the middle of the property line as shown on "Exhibit A".

H. Water and Sewer: Connection to central water and central sewer shall be required with all development.

I. Concurrency Management Review: Prior to requesting approval, the Owner must undergo Lake County Concurrency Management Review or sign an affidavit of deferral, deferring concurrency management review.

J. Development Review and Approvals: Prior to the issuance of any permits, the Owner shall be required to submit a formal site plan; as applicable, for review and approval by City of Clermont. The site plan shall meet all submittal requirements and comply with all City codes and ordinances, as amended.

K. Future Development Orders: Any requested development order must comply with the City of Clermont Land Development Code, as amended, and the City of Clermont Comprehensive Plan, as amended.

L. Concurrency Management Review and Vested Development Rights: Future rights to develop the property are subject to a finding that the development will meet the concurrency standards contained in the Lake County Comprehensive Plan and Land Development Regulations through Concurrency Management Review; without such a Review, no vested development rights shall have been granted by the County or acquired by the Applicant.

M. Future Amendments to Statutes, Code, Plan and/or Regulations: The specific references in this Planned Unit Development to the Florida Statutes, Florida Administrative Code, City of Clermont Comprehensive Plan, and City of Clermont Land Development Code include any future amendments to the Statutes, Code, Plan, and/or Regulations.

SECTION 4: CONFLICT

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



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SECTION 5: SEVERABILITY

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

SECTION 6: ADMINISTRATIVE CORRECTION

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

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.



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DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 11th day of March, 2025.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Christian W. Waugh, City Attorney

