



**CITY OF CLERMONT
CITY COUNCIL MEETING
CLERMONT CITY HALL
AGENDA
3:00 PM, Tuesday, May 13, 2025**

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

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PRESENTATIONS

Budget Introduction and Demonstration

PUBLIC COMMENT

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.

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| Item No. 1 - Meeting Minutes | Consider approval of the April 15, 2025, Council Workshop and April 22, 2025 Council Meeting minutes. |
| Item No. 2 - Council Meeting Date Change | Consider moving the July 22, 2025, Council meeting to July 29, 2025. |
| Item No. 3 - Outside Agency Board Appointment | Consider appointing Council Member Petersen as Florida League of Cities Lake County alternate member. |
| Item No. 4 - Outside Agency Board Appointment | Consider appointing Council Member Petersen as the city liaison on the Lake County Rowing Association Board. |
| Item No. 5 - Bid Award
<i>East Avenue Sidewalk Construction</i> | Consider awarding bid to Estep Construction, Inc. to provide construction of a sidewalk on East Avenue in the budgeted amount of \$168,955.50. |
| Item No. 6 - Piggyback Contract
<i>Public Services</i> | Consider piggyback approval of City of Lake Worth Beach Term Contract No. RFP 23-206 with TEAMWORKnet, Inc. to provide electrical equipment inspection, testing, repair, and maintenance services. |

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3:00 PM, Tuesday, May 13, 2025**

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| Item No. 7 - Change Order Approval
<i>2025 Street Resurfacing Services</i> | Consider approval of Change Order 1 to the contract with Superior Asphalt, Inc., to provide street resurfacing services in the budgeted amount of \$112,040. |
| Item No. 8 - Task Order Approval
<i>Lakeshore Drive</i> | Consider First Task Authorization with CPH Consulting, LLC to provide storm drainage improvements for a total budgeted amount of \$197,125. |
| Item No. 9 - Agreement and Fee Waiver
<i>LSSC</i> | Consider approval for Lake Sumter State College use of Black Box Theater with fee waiver for Tuesdays and Thursdays between 8:30am - 4:30pm during the 2025-2026 academic year. |
| Item No. 10 - Pig On the Pond Event and Boat Ramp Closure Request | Consider the request from March 27– March 29, 2026, to be held at Waterfront Park with open container in the approved area, fee waiver, signage on city property, fireworks, staff assistance and trail and boat ramp closure. |
| Item No. 11 - Open Container Request
<i>Citrus Champs Carnival</i> | Consider Open Container Request on February 7, 2026 at Victory Pointe. |
| Item No. 12 - Film Production Road Closure Request
<i>Root & Branch Films</i> | Consider approval of road closures for the dates of August 11-15, 2025, from 8 PM - 6 AM for overnight film production in downtown Clermont. |
| Item No. 13 - Surplus Request | Consider declaring end-of-life inventory as surplus from the Information Technology and Fire Departments and providing disposal per the Procurement Policy. |

NEW BUSINESS

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| Item No. 14 - Resolution No. 2025-012R
<i>Budget Amendment #3</i> | Consider amending the Fiscal Year 2025 Budget to reimburse the Fire Impact Fees Fund. |
| Item No. 15 - Council Meeting Time Change | Consider changing the Council meeting time on the fourth Tuesday of the month. |
| Item No. 16 - Florida Department of Government Efficiency Audit Program | Consider participating in the Florida Department of Government Efficiency Audit Program. |

**CITY OF CLERMONT
CITY COUNCIL MEETING
CLERMONT CITY HALL
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3:00 PM, Tuesday, May 13, 2025**

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| Item No. 17 - Contract Renewal | Consider renewal of Professional Services Agreement with Interim City Manager Van Wagner. |
| Item No. 18 - Executive Recruitment Services for City Manager
<i>RFP Evaluation</i> | Presenting the score evaluation for executive recruitment services for the City Manager position and consider approval of presented options. |
| Item No. 19 - Ordinance No. 2025-011 <i>Intro Heritage Square Florida Rezoning</i> | Consider rezoning vacant property located at 12th Street & State Road 50 from PUD & M-1 Industrial to C-2 General Commercial. |
| Item No. 20 - Ordinance No. 2025-014 <i>Intro Business Tax Repeal Amendments to Code</i> | Consider ordinance to amend city code mentioning Business Tax Receipts. |
| Item No. 21 - Ordinance No. 2025-017 <i>Intro Land Development Code Amendment</i> | Consider an amendment to the LDC Chapter 123 Vegetation, Article I & II. |
| Item No. 22 - Ordinance No. 2025-018 <i>Intro Irrigation and Landscaping Regulations</i> | Consider an ordinance to the City Code for Irrigation and Landscaping Regulations. |
| Item No. 23 - Ordinance No. 2025-019 <i>Intro Ivey Ridge Annexation</i> | Consider ordinance to annex parcels of land located southeast of Lake Louisa Road and Hammock Ridge Road intersection, adjacent to Foxchase. |
| Item No. 24 - Ordinance No. 2025-020 <i>Intro McKinnon Groves Annexation</i> | Consider ordinance to annex parcels of land located south of Hartwood Marsh Road and west of the Lake/Orange County Line. |

REPORTS

ADJOURN

Public Notice

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

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

**CITY OF CLERMONT
CITY COUNCIL MEETING
CLERMONT CITY HALL
AGENDA
3:00 PM, Tuesday, May 13, 2025**

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

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, May 13, 2025		
Agenda Item Name		
Budget Introduction and Demonstration		
Requested Action		
No Action Required		
Staff Report		
An outline of the Fiscal Year 2025-2026 budget process will be presented, along with historical information related to the millage rate and General Fund balance. The presentation will be followed by a short demonstration / preview of the City's new budget platform and Online Budget Book.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		

City of Clermont
MINUTES
CITY COUNCIL WORKSHOP
April 15, 2025

CALL TO ORDER

The City Council met in a workshop session on Tuesday, April 15, 2025 in the Clermont City Council Chambers. Mayor Murry called the workshop to order at 3:00 pm with the following Council Members present: Council Members Howard, Strange, and Petersen.

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

Absent – Council Member Myers

AGENDA ITEMS

Item No. 1 – Lake County School Board Presentation

Council Member Howard stated that he wanted this workshop due to confusion regarding school concurrency and to gain knowledge on the decision process of Lake County Schools.

Council Member Strange informed Council of her questions for Lake County Schools in this workshop; allocation of concurrency funds, plans for small schools, making libraries more accessible to schools and the choice for high school graduation venues.

Kelly Randall, Executive Director of Facilities and Growth Planning introduced herself along with Helen LaValley, Supervisor of Growth Planning and Heather Croney, Senior Planner.

Ms. Randall stated that they will be sharing information regarding school concurrency, what it is and how it works.

Ms. LaValley presented Council a map that they use as a tool to track development within the County from application through construction. She spoke about the map and racking development assists them in predicting the amount of students who will need school placement.

Ms. Croney provided a presentation on school concurrency. Interlocal agreements guide the school concurrency process and requires an annual meeting in December, annual report and quarterly planner's meetings with representatives from each jurisdiction within the County. She spoke about the development review process, concurrency service areas as well as the proportionate share mitigation agreements.

A discussion ensued regarding how Lake County Schools determines the projected student generates from different development, adequate space for student needs and evaluating the student generation rate every four years.

There have been a few K-8 schools that have opened in the last few years which have helped alleviate capacity at some of the surrounding schools.

City of Clermont
MINUTES
CITY COUNCIL WORKSHOP
April 15, 2025

Council Member Howard stated that the funds that are paid from a developer in a proportionate share agreement is just the school impact fees upfront. They receive credit for the funds that have already been paid when the development is complete. There needs to be a way to deter developers when there is no capacity at the schools in that area.

Ms. Randall stated that Lake County Schools must have the funds available to build a new school and the costs of building schools has doubled since 2019.

Council Member Strange said that she has spoken to surrounding cities and believes the cities in south Lake County can come together to combat the school capacity issue in the area.

Ms. Randall informed Council that there is capacity in Elementary and Middle Schools, the capacity is with High School.

There was discussion about busses and the time students are on busses going back and forth to school as well as smaller versus larger schools.

Ms. Randall stated that there are funds in the five-year plan to build a High School in Wellness Way, which will alleviate the capacity at the other High Schools in south Lake County.

Council Member Howard spoke about creating a moratorium, the school is five years out and he does not like multifamily housing over running the school system.

City Attorney Waugh said that Council can consider a temporary moratorium.

Council spoke about the Joint Planning Area Agreement with Lake County and discussing some of the issues with Lake County doing things that affect the City.

Council Member Strange left the workshop at 5:01 pm.

Council Member Howard spoke about the Interlocal Agreement with Lake County where the City cannot refuse.

Interim City Manager Van Wagner stated he will speak with Lake County Commissioner Parks regarding Councils viewpoints.

City of Clermont
MINUTES
CITY COUNCIL WORKSHOP
April 15, 2025

ADJOURN: With no further comments, this workshop adjourned at 5:06 pm.

APPROVED:

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
April 22, 2025

CALL TO ORDER

The City Council met in a regular meeting on Tuesday, April 22, 2025 at 5:30pm in the Clermont City Council Chambers. Mayor Murry called the meeting to order at 5:30pm with the following Council Members present: Council Members Strange, Myers and Petersen.

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

Absent - Council Member Howard

INVOCATION AND PLEDGE OF ALLEGIANCE

Bishop Everett Gates of One in Christ Ministries gave the invocation, followed by the Pledge of Allegiance.

PROCLAMATIONS

A proclamation for Water Conservation month was read and presented to Jordan Sharpe, Water Conservation Coordinator.

PRESTENTATIONS

Water Conservation Coordinator Jordan Sharpe presented the awards for the 2025 Drop Saver Poster contest. Mr. Sharpe introduced first, second and third place winners of the four divisions of the contest. The first place winner in division four also won first place overall in the City of Clermont and first place in her division in the State of Florida.

PUBLIC COMMENTS

John Tidona, 3611 Briar Run Drive – spoke about the Community Planning Act and the Department of Transportation.

Otis Taylor, 3686 Caledesi Road– requested updates on the City Manager and Chief of Police positions.

Bryan Bain, 245 Nautica Mile Drive – requested updates on the City Manager position and finding a search firm. Spoke about the Wellness Way Municipal Service Taxing Unit meeting with County being on the same night as the Clermont Council Meeting.

Paula Hoisington, 564 E. Desoto Street – requested update on the search firm for a City Manager. Spoke about the Police Department engaging in a contract with U. S. Immigration and Customs Enforcement.

Parks and Recreation Director Forman – informed Council about an opportunity to apply for federal funding for the Meet Us in the Middle project. The funding would be between \$1 million and \$3 million with a 20 percent city match. Looking for consensus from council and a letter of support to move forward.

The consensus from Council was to move forward.

Mayor Murry stated that he does not like the reports at the end of the agenda. The Mayor uses his report to answer questions that were asked during public comment.

Mayor Murry requested Interim City Manager Van Wagner to look into traffic studies when a development is coming in. The Wellness Way Municipal Service Taxing Unit meeting scheduled between Lake County and the Wellness Way Home Owners Associations; the City of Clermont was not involved in the scheduling.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
April 22, 2025

Mayor Murry inquired about any contracts with U. S. Immigration and Customs Enforcement.

City Attorney Waugh stated that the Police Chief has the authority to sign a contract without it coming before Council. Former Police Chief Broadway entered into a contract prior to him leaving.

Council Member Strange stated that she prefers the reports at the end of the meeting. She suggested setting aside time after public comment to answer questions, then having the reports as more of a workshop for Council to discuss and work through ideas. Requested to be informed of any contracts with U. S. Immigration and Customs Enforcement.

Interim Police Chief Graczyk informed Council that the Police Department entered into the 287G Program, at this time that entails abiding by all the statutory regulations in place. The department will not take part in any task force activity. As of now, the department only needs to identify six personnel to attend Immigration and Customs Enforcement training to assist if Immigration and Customs Enforcement needs them.

Mayor Murry stated that there were nine proposals from search firms to review. Three of the Council Members have completed the paperwork. The item will be on the May 13 agenda for Council to discuss. He spoke about the opening for Chief of Police and conveyed his opinion that Interim Police Chief Graczyk should be made permanent.

Council Member Strange stated that hiring decisions are up to the Interim City Manager, she stated the Police Chief position should be posted and see what candidates apply.

Council Member Myers stated that she feels Interim Police Chief Graczyk should be permanent, there are concerns that officers will leave if the city does not promote from within.

Council Member Petersen stated he is in agreement regarding Interim Police Chief Graczyk, he would be a great asset to the City of Clermont.

CONSENT AGENDA

Mayor Murry advised the next item on the agenda for consideration was the Consent Agenda and requested anyone wishing to have any item pulled for discussion to please come forward at this time.

Item No. 1 – Meeting Minutes

Consider approval of the April 8, 2025 Council Meeting minutes.

Item No. 2 – Surplus Request

Consider declaring end-of-life inventory as surplus from the Police, Building Services, and Information Technology Departments and providing disposal per the Procurement Policy.

Item No. 3 – Proposal Award
Holiday Decorations

Consider awarding RFP and executing a Term Contract with We Hang Christmas Lights FL to provide Christmas holiday decoration rental services.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
April 22, 2025

Item No. 4 – Variance Request
Chestnut Street

Consider a request for a side yard setback of 5 feet instead of 7.5 feet.

Item No. 5 – Variance Request
354 W. Lakeshore Drive

Consider a request to allow an in-ground pool and spa to extend forward of the front building line.

Council Member Strange moved to approve Consent Agenda Items 1-5; seconded by Council Member Myers. Passed unanimously 4-0 with all members present voicing aye.

Mayor Murry noted that Council Member Howard was absent.

AGENDA CHANGES

Interim City Manager Van Wagner informed the Council of the following agenda changes:

Item No. 6 – Variance Request, Bloxom Avenue Subdivision

Interim City Manager Van Wagner informed the Council that this item has been withdrawn.

Item No. 7 – Ordinance No. 2025-012, SSCPA Final

Interim City Manager Van Wagner informed the Council that this item will not be heard due to denial at introduction.

Item No. 8 – Ordinance No. 2025-013, Rezone Final

Interim City Manager Van Wagner informed the Council that this item will not be heard due to denial at introduction.

UNFINISHED BUSINESS

Item No. 6 - This item was addressed earlier in the meeting.

Item No. 7 - This item was addressed earlier in the meeting.

Item No. 8 - This item was addressed earlier in the meeting.

NEW BUSINESS

Item No. 9 – Resolution No. 2025-010R, Sprouts Farmers Market CUP

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A REQUEST FOR A CONDITIONAL USE PERMIT (2025-010R) TO ALLOW FOR OUTDOOR DISPLAY OF MERCHANDISE FOR THE SPROUTS FARMERS MARKET, PHASE 3 COMMERCIAL – LOT 14, ALONG WITH SPECIAL CONDITIONS: (1) ADDITIONAL WALL SIGNAGE UP TO 550 SQUARE FEET ON THE PRIMARY FRONTAGE WALL AND 155 SQUARE FEET ON THE SECONDARY SIGNAGE; AND (2) AN OFF-SITE MONUMENT SIGN WITH THE DIMENSIONS OF 20 FEET HIGH AND 18 FEET WIDE AND A COPY AREA OF 203 SQUARE FEET PER SIDE; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND EFFECTIVE DATE.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
April 22, 2025

City Clerk Howe read the title aloud.

Development Services Planner Kruse presented the item. The applicant, Franklin Land Associates, LLC is requesting amendments to a Conditional Use Permit for an existing Planned Unit Development, known as the Shoppes at Hammock Ridge Crossing. The development is located south and southwest of the Hammock Ridge Road and US Highway 27 intersection. The existing businesses within this Planned Unit Development are Chick-fil-A and 7 Brew Coffee; along with current construction sites of Stay bridge Suites hotel, a micro hospital and a daycare. The development was originally approved in 2005 under Resolution 1442 and is currently governed by Resolution 1532.

The applicant is requesting three changes to Resolution 1532. The first one is an amendment to an existing condition. Sprouts Farmers Market is being proposed on Lot 14 within the development. As part of their business plan, the store displays merchandise outside of their building. Section 8, Item 1 within the Resolution under Outdoor display states "Outdoor display of merchandise is prohibited." The applicant would like to add language to this item to state an exception is allowed on Lot 14 within the development. This would allow Sprouts to display merchandise outdoors. Staff is not opposed to this request and would support this change with the stipulation that outdoor display of merchandise shall be limited along the front of the Sprouts building.

The second amendment is for special consideration of front wall signage on the Sprouts building. The applicant is requesting additional secondary wall signage along with an increase of overall square footage of wall signage on the front of the building. A total of six wall signs are being proposed on the Sprouts building with five on the front and one on the rear. The rear wall sign facing Hammock Ridge Road appears to meet the sign code and does not need special consideration. The five wall signs on the front consists of a primary sign and four secondary signs. The total square footage requested for the front is 546 square feet, in which the primary sign will be 268 square feet. The allowable square footage is 200 square feet per City Code.

In comparison to previously approved wall signage variance requests, in 2019; Target was approved for up to 525 square feet of wall signage with a maximum of five wall signs. Recently this year, the new Dick's Sporting Goods building was approved for wall signage up to 446 square feet. The applicant has indicated due to the placement of the lot in the interior of the development and the elevation change of approximately 28 feet up from US Highway 27, the visibility from the major arterial roadway is challenging, along with having buildings between Sprouts and US Highway 27 that impede visibility. Staff understands the challenges of the elevation change and interior lot location for visibility, and would support this request.

The final requested amendment is for the installation of a multi-tenant monument sign with Sprouts listed as the anchor tenant. The applicant is requesting the ability to construct the monument sign on Lot 9, which is owned and controlled by the developer. The development has been platted with no consideration of a common parcel for a multi-tenant sign along US Highway 27. Therefore, the sign would be considered as an off-site sign. The applicant is requesting this sign to be 20 feet in height and 18 feet in width with a maximum copy area of 203 feet per face. The Land Development Code limits this type of monument sign to 15 feet in height and 10 feet in width with a maximum copy area of 120 square feet per face.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
April 22, 2025

In reviewing the application, staff noticed the proposed monument sign within the Sprouts parcel, Lot 14, exceeds the City's Land Development requirements in height and copy area. The plan indicates an overall height of eight feet; in which the City's code is limited to six feet with a limitation of 32 square feet of copy area per face. The copy area per face is estimated to be 48 square feet.

These requests may be considered within reason due to the unique nature of the elevation changes in this development and the lot configuration,

Staff is not opposed to approving this amendment. Staff has reviewed the requested amendments for the Shoppes at Hammock Ridge Crossings development in conformance of Section 101-212 of the Land Development Code. The outdoor display of merchandise, if done appropriately in an organized and maintained manner, does not appear to cause undue noise, order, traffic and other nuisances and dangers to abutting property owners. The request of the larger multi-tenant monument sign on Lot 9 would be beneficial to not only Sprouts, but the other minor tenants as well to direct traffic flow in and out of the development. This may assist drivers to safely locate and navigate to the site. The increased wall signage request is similar in nature to other buildings on internal lots that sit back from arterial roadways, such as Dick's Sporting Goods and Target. The primary front wall sign of 268 square feet would be viewed from US Highway 27 while the secondary wall signage would be seen from the private internal drive. Staff has no evidence that approving these amendments would be detrimental to the health, safety or general welfare of persons residing or working in the vicinity. Therefore, staff recommends approval of Resolution 2025-010R. The Planning and Zoning Commission recommended approval 5-2 with the condition that the language "only under the canopy area" be incorporated into Section 8 of Outdoor display.

Scott Cole, GPT Realty, was present on behalf of the applicant.

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

Council Member Myers questioned if the sign will interfere with residents in the nearby apartment complex and if the sign will be illuminated.

Development Services Planner Kruse stated that the sign will not interfere and the illuminated sign will not extend across the property boundary.

Council spoke about updating the sign code as there are more requests coming before them.

Mr. Cole stated there will be an illuminated sign seen on Hammock Ridge. He informed Council that the signage they are requesting is the typical size of signs on all of their stores.

Council member Myers spoke about the request from the Planning and Zoning Commission to keep any outdoor displays under the canopy area. Mr. Cole said they are amenable to that condition.

Council Member Strange moved to approve Item No. 9 as presented with modifications per Planning and Zoning; seconded by Council Member Petersen. Passed unanimously 4-0 with all members present voicing aye.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
April 22, 2025

Item No. 10 – Lien Reduction Request

Development Services Director Henschel presented the lien reduction request. This request is for a Lien Reduction on a vacant parcel located at 1000 West Montrose Street, cross street from 10th Street. It is approximately .43 acres and is owned by Libre Real Estate, LLC. The applicant and manager of the LLC, Carlos Perales, is requesting a reduction in order to sell the property for a future development. The parcel is a zoned Planned Unit Development with a future land use of Downtown Mixed Use. The case started in April 2024 for property maintenance and was presented to the code board in July 2024.

The property was in violation for 282 days and, due to non-compliance, a lien was created in October 2024. Fines accrued at \$150 daily for a total of 170 days before coming into compliance. The total amount owed is \$25,500. The applicant is requesting to reduce the amount to \$2,550, which is 10 percent of the amount owed.

Earlier this year, the applicant contacted code enforcement and said he was out of the country for the time it was non-compliant. Soon after, the property was mowed and has been maintained ever since. The property is still in compliance and the owner is requesting the reduction to sell the land for development.

The applicant is proposing a lien payout of \$2,550, which is 10 percent, of the \$25,550 owed.

Joanna Nunez was present on behalf of the applicant. She is the new Real Estate agent and stated that all notifications were sent to the previous agent. She is requesting approval to reduce the lien.

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

Council Member Myers inquired if staff was okay with the reduction of the fine.

Development Services Director Henschel stated that the violation was taken to the Code Enforcement Board and staff feels the amount will cover all administrative costs associated with the violation.

Council Member Myers moved to approve Item No. 10, Lien Reduction to be reduced to \$2,550 paid within 30 days or the lien reverts back to original amount; seconded by Council Member Petersen. Passed unanimously 4-0 with all members present voicing aye.

Item No. 11 – Ordinance No. 2025-015, Vacate ROW Intro

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, CLOSING AND PERMANENTLY ABANDONING A 30 FEET BY 30 FEET PORTION OF HIGHLAND RANCH BOULEVARD, ACCORDING TO THE PLAT OF HIGHLAND RANCH THE CANYONS PHASE 6, RECORDED IN PLAT BOOK 74, PAGES 49-57, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS BELOW; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND EFFECTIVE DATE.

City Clerk Howe read the title aloud.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
April 22, 2025

Mayor Murry opened public hearing.

Matt Smith, Center Lake Properties - available for any questions.

Mayor Murry closed the public hearing.

Council Member Strange moved to introduce Item No. 11, Vacate ROW; seconded by Council Member Petersen. Passed unanimously 4-0 with all members present voicing aye.

REPORTS

CITY MANAGER REPORT

Interim City Manager Van Wagner –

- The May 20 workshop has been canceled and the budget presentation will take place at the May 13 Council Meeting.
- Request for Council to change the July 22 meeting to July 29 to approve the tentative millage rate.

Mayor Murry said that he submitted that request. He will be attending conference with Lake Apopka Natural Gas the week of July 21.

Council discussed moving the meeting or having the regular meeting on July 22 and a special meeting on July 29. The consensus was to move the July 22 meeting to July 29.

- First Friday Food Trucks will be May 2 in downtown.
- Introduced the new Deputy City Manager, Dan Matthys.

Deputy City Manager Matthys introduced himself and stated that he appreciates the opportunity.

- Reports were moved to the end of the agenda to streamline the meetings.
- The RFP for a search firm for the City Manager will be on the May 13 agenda.

Mayor Murry said that he likes to answer questions from public comment during his report.

Discussion ensued on answering questions after public comment versus moving reports on the agenda to address the comments. Council's consensus was to keep reports at the end of the agenda.

CITY ATTORNEY REPORT

City Attorney Waugh –

- Council needs to vote to move the July 22 meeting to July 29. The item will be on the May 13 agenda for a vote.
- The city has received multiple claims in the last two weeks. There is another foreclosure action.
- Finance will have a budget amendment on the May 13 agenda to move funds to reimburse the Fire Impact fee funds.
- Tomorrow will be the closing on the Chestnut Street purchase.

CITY COUNCIL REPORT

Council Member Myers – No report.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
April 22, 2025

Council Member Petersen –

- Will be attending the Institute for Elected Municipal Officials II through the Florida League of Cities.
- Will be attending the Town Hall meeting at Kings Ridge.

Mayor Murry mentioned that the state would have the answers to questions regarding roads/traffic.

Council Member Strange –

- The local football club has four pro soccer teams.
- Attended the Sports ETA Summit in Oklahoma.
- Tourism events in Lake County are targeted at summer events which are May through October. The County is looking for events.
- There is a current legislative action to make changes to tourist development tax.
- There was previous discussion to do an audit of the city. Would like to consider the state's offer to have work done to help us as we head into the budget cycle.

Mayor Murry –

- Spoke about the opposition letters Council requested City Attorney Waugh draft.

City Attorney Waugh inquired on which representatives they need to be sent.

Mayor Murry stated that the letters should go to the city's representatives as well as the representatives of the sub committees dealing with the specific bills.

City Attorney Waugh spoke about a major change to the Community Redevelopment Agency bill. There is no longer a proposal to terminate Community Redevelopment Agency's.

- The Lake Apopka conference is at the expense of Lake Apopka; not the city.
- Extended an invite to Council to attend the Lake County Florida League of Cities meetings.
- Lake County Florida League of Cities needs an alternate member from Council; Council Member Petersen expressed interest and the item will be on the next agenda for Council to vote on.
- Attending a Florida League of Mayors meeting in Sanford on Thursday night. Workshops are held throughout the state every couple of months.
- Attended Earth Day on Saturday and over 300 piles of trash were picked up.
- Mayors luncheon will be at Amore on the first Tuesday in May.

Interim City Manager Van Wagner informed Council that Council Member Petersen expressed interest in being the designated representative to serve as the liaison to the Lake County Rowing Association Board. The item will be on the next agenda for Council to vote on.

Council discussed tourism within the city and inviting other cities to ours for regional meetings.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
April 22, 2025

ADJOURN: With no further comments, this meeting adjourned at 7:29 pm.

APPROVED:

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, May 13, 2025		
Agenda Item Name		
Council Meeting Date Change		
Requested Action		
Staff Report		
At the last Council meeting, Interim City Manager Van Wagner proposed changing the July 22 meeting date. It was suggested to change the meeting date to Tuesday, July 29. This request requires action by the City Council.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, May 13, 2025		
Agenda Item Name		
Outside Agency Board Appointment		
Requested Action		
Staff Report		
The Florida League of Cities Lake County board requests a member and alternate from each city. Council Member Petersen has requested to be appointed as the alternate member.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, May 13, 2025		
Agenda Item Name		
Outside Agency Board Appointment		
Requested Action		
Staff Report		
The contract for the use of the Boathouse between the City of Clermont and the Lake County Rowing Association, Inc. requires the appointment of a designated representative to serve as the liaison to the Lake County Rowing Association Board.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, May 13, 2025		
Agenda Item Name		
Bid Award <i>East Avenue Sidewalk Construction</i>		
Requested Action		
Requesting approval to award the bid and execute a contract with Estep Construction, Inc. to provide all labor, materials, and equipment necessary for East Avenue sidewalk construction in the amount of \$168,955.50.		
Staff Report		
The Procurement Services Department, in coordination with the Public Services Department, recommends approval of this action. The Public Services Department consulted with the Procurement Services Department to determine the most effective contracting method for hiring a contractor to build sidewalks along East Avenue. As a result, the Procurement Services Department issued Request for Bid (RFB) No. 25-067 to procure these services. The solicitation was competitively bid, formally advertised, and fully complies with the City of Clermont's Procurement Policy and Procedures. A total of eight responses were received. The project involves the construction of a new pedestrian sidewalk along the west side of East Avenue, extending from Linden Street to Minnehaha Avenue. This improvement aims to enhance pedestrian safety, accessibility, and connectivity for residents, students, and visitors in the area. The sidewalk will provide a continuous, ADA-compliant pathway, improving walkability and reducing pedestrian-vehicle conflicts. This East Avenue location was a priority identified by the City Council and will complete a sidewalk connection. This project was approved during the budget process and will be funded through the infrastructure Streets/Sidewalks, Account No. 12541-66303. A contingency fund of \$30,000 or 17.8% is requested to cover unforeseen circumstances during the new pedestrian sidewalk along the west side of East Avenue, extending from Linden Street to Minnehaha Avenue. The total fiscal impact, including contingencies, is \$198,955.50.		
Additional Analysis		
Fiscal Impact Summary		
The fiscal impact of \$198,955.50 is accounted for in the current year's approved budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$198,955.50	12541-66303 cap-out sidewalks	\$280,000
Exhibits Attached (copies of original agreements)		
1. RFB 25-067 Bid Tabulation	RFB 25-067 Bid Tabulation.pdf	
2. RFB 25-067 Notice of Intent to Award	RFB 25-067 Notice of Intent to Award.pdf	



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

BID TABULATION

RFB No. 25-067

East Avenue Sidewalk Construction

RESPONSE DEADLINE: April 17, 2025 at 2:00 pm

VENDOR TOTALS

Vendor	Total
Estep Construction, Inc	\$168,955.50
Traverse Group Inc	\$169,527.93
Hartman Civil Construction Co., Inc.	\$223,783.30
Stage Door II, LLC	\$240,150.50
DB Civil Construction	\$244,890.50
W T COMP INC	\$270,532.38
Cathcart Construction Company - Florida, LLC	\$271,759.70
C.W. Roberts Contracting, Inc.	\$349,189.47



NOTICE OF INTENT TO AWARD
RFB No. RFB 25-067
East Avenue Sidewalk Construction

RESPONSE DEADLINE: April 17, 2025 at 2:00 pm

Thursday, May 1, 2025

After the careful and thorough review of all responses received to solicitation number RFB 25-067 titled East Avenue Sidewalk Construction, the City hereby issues this Award Recommendation to the following company:

Estep Construction, Inc

Sincerely,

Freddy L. Suarez, MPA, CPPB
Procurement Services Director



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, May 13, 2025		
Agenda Item Name		
Piggyback Contract <i>Public Services</i>		
Requested Action		
Approval to piggyback the City of Lake Worth Beach Term Contract No. RFP 23-206 with TEAMWORKnet, Inc. for electrical equipment inspection, testing, repair, and maintenance services in accordance with the City of Clermont's Procurement Policy.		
Staff Report		
The Procurement Services Department, in coordination with the Public Services Department, recommends approval of this action. At the request of the Public Services Department, the Procurement Services Department identified City of Lake Worth Beach Term Contract No. RFP 23-206, as a suitable procurement vehicle for electrical equipment inspection, testing, repair, and maintenance services. This contract was competitively solicited in compliance with the City of Clermont's Procurement Policy, ensuring a cost-effective and compliant procurement process. The contract includes an initial one-year agreement, with the option for an additional two (2) one-year renewal periods at the City's discretion. The estimated contract value for the initial term is \$80,000, with a start date of May 14, 2025. This contract will provide electrical equipment inspection, testing, repair, and maintenance services. Funding will be determined on a project-by-project basis and allocated from the Capital Equipment, Account No. 41533-66401. Utilizing piggyback contracts, as authorized under Procurement Policy Section E.9, enables the City to leverage competitive pricing from existing government-awarded contracts. This approach reduces administrative costs and procurement lead time while ensuring cost-effective pricing. The Procurement Services Department has reviewed and determined that this method is in the City's best interest. Approval of this contract does not obligate the City to make purchases. Individual departments will budget and allocate funds as needed for expenditures related to piggyback contracts. The estimated contract value reflects potential expenditures but does not represent a specific department's allocated budget.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$80,000	41533-66401 Capital Equipment	\$293,400
Exhibits Attached (copies of original agreements)		
1. Lake Worth Beach RFP #23-206	Lake Worth Beach RFP #23-206.pdf	
2. Lake Worth Beach Pricing	Lake Worth Beach Pricing.pdf	

**ELECTRICAL EQUIPMENT INSPECTION, TESTING,
REPAIR, AND MAINTENANCE CONTRACT**
RFP #23-206

THIS CONTRACT for Electrical Equipment Inspection, Testing, Repair, and Maintenance ("Contract") is entered on 9/28/2023, by and between the **City of Lake Worth Beach**, a Florida municipal corporation ("City") and **TEAMWORKnet, Inc.**, a corporation authorized to do business in the State of Florida ("Contractor") with its principal office located at 4265 New Tampa Hwy, Ste. 1, Lakeland, FL 33815

WHEREAS, the City issued Request for Proposals #23-206 for the Electrical Equipment Inspection, Testing, Repair, and Maintenance ("RFP"); and

WHEREAS, the Contractor submitted its proposal in response to the RFP; and

WHEREAS, the City desires to award the RFP to the Contractor on a non-exclusive basis for the Electrical Equipment Inspection, Testing, Repair, and Maintenance; and

WHEREAS, the City finds awarding the RFP to the Contractor as described herein serves a valid public purpose.

NOW THEREFORE, the City hereby engages the services of the Contractor, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

Article 1. GENERAL INFORMATION.

1.1 Scope of Services/Work. The Contractor shall provide the services and work requested by the City and required under a City approved work order or purchase order as described herein. The general nature of the services and work to be provided by the Contractor under this Contract are the electrical Equipment Inspection, Testing, Repair, and Maintenance.

1.2 Contract Documents. The Contract Documents are incorporated herein by reference as if set forth in this Contract and comprise the entire agreement between the City and Contractor. The Contract Documents consist of this Contract, the RFP (including, but not limited to, the documents issued with the RFP as the scope and specifications, the drawings, addenda, attachments and exhibits); and, any duly executed and City issued work orders, purchase orders, and change orders, and any Contract amendments signed by the parties. If, during the performance of the work, the Contractor finds an ambiguity, error or discrepancy in the Contract Documents, the Contractor shall so notify the City, in writing, within five (5) business days and before proceeding shall obtain a written interpretation or clarification. Failure to obtain a written interpretation or clarification will be deemed a waiver of the ambiguity, error or discrepancy by the Contractor. The City will not be responsible for any oral instructions, clarifications, or other communications except those provided in writing in response to Contractor's request for clarification of an ambiguity, discrepancy or error.

In resolving conflicts in any of the Contract Documents, the order of precedence shall be as follows:

First Priority:	Fully executed Change Orders or Contract amendments
Second Priority:	This Contract
Third Priority:	Fully executed and City issued Work Orders or Purchase Orders
Fourth Priority:	RFP

1.3 Contract Administrator. Whenever the term Contract Administrator is used herein, it is intended to mean **the City Manager or designee, City of Lake Worth Beach, Florida**. In the administration of this

Contract, all parties may rely upon instructions or determinations made by the Contract Administrator except that all requests and/or determinations that result in an increase in change in time of completion and/or an increase in the contract price shall require a formal change order or contract amendment executed by the City Manager or the City Commission (depending on the authority set forth in the City's Procurement Code).

1.4 Work Orders. This Contract does not guarantee that the City will utilize the Contractor in any capacity or for any services hereunder. When the City identifies a need for the Contractor's services, the City will request a proposal from the Contractor to provide the services requested. The City will provide the Contractor with plans and/or specifications in order for the Contractor to develop its proposal. The Contractor's proposal shall be submitted in the format of the sample work order, attached hereto and incorporated herein as **Exhibit "A"** along with a copy of the Contractor's proposal and shall be based on the Hourly Billing Rates attached hereto and incorporated herein as **Exhibit "B"**. Upon receipt of the Contractor's proposed work order and proposal, the City shall decide in its sole discretion whether to award the work order to the Contractor. Depending on the lump sum amount of each work order, the work order may be awarded by the City Manager (if within City Manager's purchasing authority (currently not to exceed \$50,000)) or the City Commission. If the work order is approved by the City, the Contractor shall commence the identified services upon the City's approval of the work order for the services and issuance of a notice to proceed. The City reserves the right to reject any and all proposals submitted by the Contractor. A City-approved work order shall include (by reference) the plans and/or specifications provided by the City to the Contractor. The Contractor shall not provide services under this Contract without a City issued Work Order (or Purchase Order as discussed below) specifically for the stated services.

1.5 Purchase Order(s). The City's ordering mechanism for individual projects involving urgently required work and/or repairs in the amount of \$15,000 or less under this Contract will be by a City issued Purchase Order(s); however, the terms and conditions stated in a City Purchase Order(s) shall not apply; the terms and conditions set forth in this Contract shall apply. The Contractor shall not provide services under this Contract without a City Purchase Order specifically for the stated services. The Contractor shall provide the amount of requested services and price listed in each Purchase Order and not exceed amounts expressed on any Purchase Order. CONTRACTOR shall be liable for any excess services or costs not specifically stated in the Purchase Order(s). Services provided pursuant to a City issued Purchase Order(s) under this Contract shall not exceed \$50,000 per year without additional City Commission approval.

1.6 FISCAL YEAR. The City's Fiscal Year ends on September 30th of each calendar year. The City cannot authorize the purchase of services beyond September 30th of each calendar year, prior to the annual budget being approved by the City Commission. Additionally, the City must have budgeted appropriate funds for the goods and services in any subsequent Fiscal Year. If the budget is approved for said goods and services, the City will issue a new Work Order(s) or Purchase Order(s) each Fiscal Year for required and approved services.

1.7 Term. The term of this Contract shall be for three (3) consecutive years, with possibility of extension for additional two (2), one (1) year renewal terms upon the mutual agreement of both parties. The renewal term(s) may be approved by the City Manager on behalf of the CITY. Notwithstanding the foregoing, this Contract may be terminated as set forth in the Contract Documents.

1.8 Hourly Billing Rates. The Hourly Billing Rates set forth as **Exhibit "B"** shall remain fixed for the first three (3) years of this Contract. If due to applicable price escalations and/or reductions which impact the Contractor's Hourly Billing Rates, the City and Contractor may execute a written amendment to this Contract to establish new Hourly Billing Rates for the renewal term(s). The City Manager may approve changes in the Hourly Billing Rates based on the recommendation of the City's Electric Utility Director or designee.

Article 2. CONTRACT TIME.

2.1 All services and work to be provided under a City-approved work order shall be provided in a timely

manner as time is of the essence under this Contract.

2.2 The Contractor shall not be considered in default by reason of a delay in timely performance if such delay and failure arise out of causes reasonably beyond the control of the Contractor or its subcontractors (if authorized) and without the Contractor's or subcontractor's fault or negligence. Upon the Contractor's request, the City shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the Contractor and, if the Contractor's delay and failure to timely perform was without it or its subcontractors' fault or negligence, as reasonably determined by the City, the time of completion shall be extended for any reasonable time that the City may reasonably decide; subject to the City's rights to change, terminate, or stop any or all of the work at any time. If the Contractor is delayed at any time in the progress of the work by any act or neglect of the City or its employees, by an approved written change in the scope from the original Contract Documents, or by any other contractor employed by the City, or by changes ordered by the City or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the Contractor's reasonable control, or by delay authorized by the City pending negotiation or by any cause which the City shall reasonably decide justifies the delay, then the time of completion shall be extended for any reasonable time the City may reasonably decide. The Contractor must provide the City with written notice of any delay claims and no extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the City. In the case of continuing cause of delay, only one (1) claim is necessary. With the exception of an approved written change in the scope from the original Contract Documents, the Contractor's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and Contractor specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by Contractor due to a delay in completion of the work. Provided, however, and subject to sovereign immunity under section 768.28, Florida Statutes, that this provision shall not preclude recovery or damages by the Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of the City. Otherwise, the Contractor shall be entitled only to extensions of the Contract Times as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

Article 3. PAYMENT PROCEDURES

3.1 Generally. The Contractor shall submit invoices on a monthly basis detailing all work accomplished in the prior month and all materials installed and used in the work pursuant to City approved work order or. Contractor's invoices shall be submitted to:

City of Lake Worth Beach
Attn: Finance Department
7 N. Dixie Highway
Lake Worth Beach, FL 33460

The City's Contract Administrator or designee will review each invoice submitted by the Contractor. If approved, the City will make payment in accordance with the Contract Documents. If not approved, the City will notify the Contractor within twenty (20) business days of the City's receipt and identify the action necessary to correct the invoice or a deficiency.

3.2 Payment to the Contractor shall be made pursuant Florida's Prompt Payment Act (for construction services), section 218.735, Florida Statutes (2023), except as provided herein. Specifically, the City will withhold five percent (5%) of each payment from a City issued work order to the Contractor as retainage until fifty percent (50%) of the work is completed by the Contractor. After fifty percent (50%) of the work is completed, upon written request from the Contractor, the Contract Administrator may agree in writing with the Contractor to release a portion of the retainage not to exceed fifty percent (50%) of the total retainage amount.

Within twenty (20) business days of the finalization of the punch-list described below and upon receipt of a payment request from the Contractor, the City will pay the Contractor all retainage held less an amount equal to 150% of the estimated cost to complete the items on the list. Upon completion of all items on the finalized punch-list, the Contractor may submit a request for release of all retainage.

3.3 In accordance with section 218.735(7), Florida Statutes (2023), at least five (5) days prior to reaching substantial completion, the Contractor shall create a proposed punch-list of items that must be completed by the Contractor prior to the Contractor submitting its final payment request. The Contractor's proposed punch-list must include all items of work which remain to be completed and the estimated cost to complete each work item on the list. Upon receipt of the Contractor's proposed punch-list, the City will have ten (10) days to review, make modifications, or agree to the proposed punch-list. If the City does not make any modifications to the Contractor's proposed punch-list within ten (10) days of receipt, the proposed punch-list will be deemed accepted by the City. The City's Contract Administrator or designee will resolve any disputes in the punch-list and determine the final punch-list for the parties within 30-days of the Contractor reaching substantial completion. Once the punch-list is accepted by the City and finalized by the City's Contract Administrator or designee, the Contractor shall have five (5) days to complete all items on the finalized punch-list. The failure of either party to include any corrective work or pending items on the finalized punch-list does not alter the responsibility of the Contractor to complete all construction services purchased under the applicable work order. The Contractor's proposed punch-list and modifications by the City may be by informal written notice (e.g., email, fax, or hand-delivery); however, proof of delivery shall be kept by the party providing the informal written notice to the other party.

3.4 Final Payment. Upon final completion and acceptance of the work in accordance with the Contract Documents (including all punch-list items) and final inspection by the appropriate agency with jurisdiction over the project (if other than the City), the Contractor shall submit a "final invoice" to the City. In order for both parties to close their books and records, the Contractor will clearly state "FINAL" on the Contractor's final invoice. This certifies that all work under the applicable work order has been properly completed and all charges have been invoiced to the City. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the Contractor. If the Contractor's Final Invoice is approved as set forth above, the City shall pay the remainder of the work order price including any amount held as retainage.

3.5 Notwithstanding the foregoing, the City shall not be required to pay or release any amount of retainage that is subject of a good faith dispute made in writing, the subject of a claim brought pursuant to section 255.05, Florida Statutes, or otherwise the subject of a written claim or demand by the City.

3.6 Final payment shall not become due until the Contractor and all of its subcontractors submit to the City releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract Documents or otherwise related to the Program.

3.7 **Acceptance of final payment by the Contractor or a subcontractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final invoice.**

Article 4. SUBCONTRACTS

The Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City. All of the services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The Contractor shall furnish

services in a manner consistent with industry standards and to a level of professional skill generally acceptable in the industry with regard to services of this kind. The Contractor shall comply with all applicable laws in the provision of services under this Contract. The Contractor agrees that it is fully responsible to the City for the acts and omissions of subcontractors and of persons either directly or indirectly employed by the Contractor. Nothing contained herein shall create any contractual relationship between any subcontractor and the City. All of the Contractor's personnel (and all subcontractors) while on City premises, will comply with all City requirements governing conduct, safety, and security. The City reserves the right to request replacement of any of subcontractor or subcontractor's personnel furnished by the Contractor upon written notice by City to Contractor of the cause for such replacement. All work performed by a subcontractor will be at cost to the City without any mark-up by the Contractor. All subcontractors must provide the same level and type of insurance as required of the Contractor under this Contract prior to commencing any services. The Contractor shall submit the subcontractors' proof of insurance upon receipt of a notice to proceed.

Article 5. INDEMNITY AND INSURANCE.

5.1 The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the Contractor against the City and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

Subject to the limitations set forth in this Section, Contractor shall assume control of the defense of any claim asserted by a third party against the City and, in connection with such defense, shall appoint lead counsel, in each case at the Contractor's expense. The City shall have the right, at its option, to participate in the defense of any third-party claim, without relieving Contractor of any of its obligations hereunder. If the Contractor assumes control of the defense of any third party claim in accordance with this paragraph, the Contractor shall obtain the prior written consent of the City before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the Contractor shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the City and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the City, be detrimental in any material respect to the City's reputation; (ii) the third party claim seeks an injunction or equitable relief against the City; or (iii) the Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. The Contractor expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained in the foregoing indemnification or any other provision in the Contract Documents shall be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

5.2 INSURANCE: Prior to commencing any work, the Contractor shall provide proof of insurance coverage

as required in the RFP. All such insurance policies may not be modified or terminated without the express written authorization of the City. Failure to comply with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Contract. Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the Contract Documents and/or performance of the work. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

Article 6. REIMBURSEMENT OF ENGINEER EXPENSES.

Should the completion of a work order be delayed beyond the specified or adjusted time limit, Contractor shall reimburse the City for all expenses of engineering and inspection incurred by the City during the period between said specified or adjusted time and the actual date of final completion. All such expenses for engineering and inspection incurred by the City will be charged to Contractor and be deducted from payments due Contractor as provided by this Contract. Said expenses shall be further defined as engineer charges associated with the construction contract administration, including resident project representative costs. All such expenses shall be separate from and in addition to any Liquidated Damages as provided for in an applicable Work Order.

Article 7. TERMINATION.

7.1 TERMINATION BY CITY: The City may terminate any work order, the Contract and/or the Contract Documents if the Contractor is in default as follows:

- (a) refuses or fails to supply enough properly skilled workers or proper materials to timely and competently complete the work;
- (b) fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- (c) disregards or takes action contrary to any laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
- (d) takes action, short of declaring bankruptcy, evidencing insolvency;
- (e) fails to prosecute the services or work in a timely manner and reasonably be unable to reach substantial completion and/or final completion within the timeframe(s) required;
- (f) fails or refuses to provide and/or maintain insurance or proof of insurance as required by the Contract Documents; **or,**
- (g) otherwise is in breach of a provision of the Contract Documents.

When any of the above reasons exist, the City, may without prejudice to any other rights or remedies of the City and after giving the Contractor and the Contractor's surety (if applicable), written notice and five (5) days to cure, terminate the work order, Contract and/or Contract Documents and may:

- (a) take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by or paid for by the City; and,
- (b) finish the work by whatever reasonable method the City may deem expedient.

The Contractor and its surety (if any) shall be liable for any damage to the City, including additional attorney and engineering/architectural fees, resulting from the Contractor's termination under this provision by the City, including but not limited to, and any increased costs incurred by the City in completing the work.

When the City terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment, if any, until the work is finished.

Should it be determined by a mediator or a court of competent jurisdiction that the City wrongfully terminated the Contract, then the Contractor agrees to treat such termination as a termination for convenience.

7.2 TERMINATION BY THE CITY FOR CONVENIENCE

The City may, at any time, terminate the Contract and Contract Documents for the City's convenience and without cause. Upon receipt of written notice from the City of such termination for the City's convenience, the Contractor shall:

- (a) cease operations as directed by the City in the notice;
- (b) take actions necessary, or that the City may direct, for the protection and preservation of the work; and
- (c) except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

In case of such termination for the City's convenience, the Contractor shall be entitled to receive payment for work executed, and costs incurred by reason of such termination including termination payments to subcontractors and demobilization costs.

Article 8. TAXES AND DIRECT PURCHASES.

8.1 TAXES: The City is exempt from payment of Florida State Sales and Use Tax. The Contractor is not authorized to use the City's Tax Exemption Number unless approved in writing.

8.2 DIRECT PURCHASES: For certain projects, the City may seek to make direct purchases of equipment or materials to be used by the Contractor. Pursuant to Section 212.08(6), Florida Statutes, and the Fla. Admin. Code Ann. R. 12A-1.094 and 12A-1.038, the Parties agree to the following procedure regarding the City's direct-purchase from vendors of certain equipment and materials to be used in specific projects:

8.2.1 The City reserves the right, at the City's option, to direct purchase equipment and materials involved in a specific project, including subcontracts, if any so as to save the sales tax which would otherwise have been due with regard to the same. The Contractor and its subcontractors shall comply with the City's direct purchase procedures, including but not limited to those listed below.

8.2.2 As specifically set forth in a City issued work order, within 30 days (or other time as specified in the work order), the Contractor will present a list of direct purchase equipment for the City's consideration which will include the recommended vendors' name; the price quotes from all vendors provided to the Contractor; and, any terms and conditions the Contractor has negotiated with the recommended vendors. The City will then inform the Contractor as to which equipment it will direct purchase. In the event the City fails to exercise its option to direct purchase equipment and identify which equipment is to be purchased by the City within thirty (30) calendar days of receipt of the list from the Contractor, the City shall waive its right to direct purchase any and all equipment to be used in completion of the work under the applicable work order.

8.2.3 The Contractor is responsible for selecting each direct purchase vendor, subject to City approval. The Contractor is responsible for specifications, equipment receipt, inspecting shipments, and assuring that the equipment is in accordance with the work order and the Contractor's specifications. The Contractor is also responsible for providing the City with enough advance notice of when the direct purchase equipment will need to be ordered and delivered. In absence of the Contractor's receipt of a written notice of City's disapproval of a vendor within thirty (30) calendar days of City's receipt of the vendor/material list referenced in 9.2.2, the City shall be deemed to have

waived any and all objections thereto.

8.2.4 The Contractor shall retain all responsibility for installing all equipment relating to the work and for maintaining the construction schedule so long as the City timely orders and pays for the correct direct purchase equipment. The City's direct purchase mechanism to effectuate tax savings in no way effects the obligation of the Contractor to meet all of the terms and conditions and all provisions and technical specifications of the Contract Documents. The Contractor shall be responsible for insuring all equipment once the equipment is in its care, custody and control, regardless of whether directly purchased by City.

8.2.5 The City will issue a direct purchase order to the vendor of the direct purchase equipment at the price proposed in the Contractor's or its subcontractor's bid, less sales tax. The City will promptly send a copy of the issued purchaser order to the Contractor.

8.2.6 It will be the Contractor's primary responsibility to properly expedite and follow up on direct purchase orders, thereby assuring delivery of the equipment as ordered and at the time and place needed by the Contractor to complete the work in accordance with the work order and construction schedule. To the extent required by the Contractor, the City shall cooperate with all requests of the Contractor related to the expedition of and follow up on direct purchase orders.

8.2.7 The Contractor shall take delivery, unload, and install the equipment purchased on the direct purchase order in accordance with the work order and the Contract Documents with the vendor to repair, replace, and make good any defect without cost to the City, until such time as the work has been completed and accepted by City in accordance with the Contract Documents. The City, with assistance from the Contractor, will be responsible for undertaking and completing any returns of direct purchase equipment as requested by the Contractor and working with the vendor to effectuate any credits or warranties for the returned equipment (if applicable). Any returns not replaced shall be credited to City and acknowledged by a supplement to the direct purchase order and, if applicable, amendment to the Contract Sum. The Contractor shall not be responsible for warranting the direct purchase equipment to the City; however, the Contractor shall be responsible for facilitating the vendor's warranty of the direct purchase equipment and the Contractor shall be responsible for warranting the work to install and/or incorporate the equipment. The Contractor shall maintain records of all direct purchases received and incorporated into the work and provide the City with a monthly accounting until all direct purchase items that are received and accepted for inclusion in the specific project.

8.2.8 When delivery of a direct purchase order is complete, or a payment is to be made on a partial shipment, the Contractor will timely submit to City the documentation supporting the equipment received. Invoices for direct purchase orders will be sent by the direct purchase vendor directly to City's Finance Department, with all such invoices addressed to and in the name of the City. The City's Finance Department will forward invoices to the City's Contract Administrator. The City's Contract Administrator will forward the invoices to the Contractor to verify delivery and sign the invoice and associated documentation supporting the amount of the payment. The City will make timely payment to all vendors in compliance with each vendor's payment procedures. The City will take title to all equipment ordered through direct purchase upon or at the time of purchase. The Contractor will assist City in assuring prompt payment by supplying the vendor's FEI numbers, addresses, phone numbers, etc. All payments will be made in accordance with the Florida Prompt Payment Act.

Article 9. CONTRACTOR'S REPRESENTATIONS AND AGREEMENTS.

In order to induce the City to enter into this Contract, the Contractor makes the following representations:

9.1 Contractor has or will familiarize itself with the nature and extent of the Contract Documents, work,

site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work prior to commencing the work under an applicable Work Order. All work shall be performed consistent with all applicable laws and regulations.

9.2 Contractor agrees to be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with the regulations and to reimburse the City for any loss incurred in connection therewith. This compliance provision specifically includes the Contractor's compliance with all applicable standards, orders or regulations including, without limitation, those issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

9.3 Contractor agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the Contractor during the term of this Contract.

9.4 The Contractor represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the work required under the Contract Documents. Proof of such licenses and approvals shall be submitted to the City upon request.

Article 10. INFRINGEMENT INDEMNITY.

10.1 The Contractor will defend or settle at its expense a claim or suit brought by a third party against the City arising out of a claim asserting that the services, work, repair, materials or other deliverables ("deliverables" hereafter) provided by the Contractor under the Contract Documents (if any) infringes any U.S. copyright or any U.S. patent or misappropriates a trade secret. The Contractor will indemnify and hold harmless the City against and from damages, costs, and attorneys' fees, if any and at all levels of trial and appeal or mediation or arbitration, finally awarded in such suit or the amount of the settlement thereof; provided that (i) the Contractor is promptly notified in writing of such claim or suit, (ii) the Contractor will have the sole control of the defense and settlement thereof, and (iii) City furnishes the Contractor, on reasonable request, information available to City for such defense. The City will not admit any such claim without prior consent of the Contractor.

a. In the event of a claim of infringement, the Contractor shall, at its option:

1. procure for City the right to continue using the deliverables provided under the Contract Documents; or
2. replace or modify the deliverables so that the same becomes non-infringing but substantially equivalent in functionality and performance.
3. If neither of the above actions is reasonably feasible, the Contractor will refund to City the fee actually paid by City under the Contract Documents (as amortized on a straight-line basis over the time in which the City was able to use the deliverables).

b. The Contractor will have no obligation under this section for infringement if and to the extent that such claim arises from:

1. modification of the deliverables other than by the Contractor or by its recommendation; or
2. combination of the deliverables with products other than those supplied by the Contractor; and,
3. the alleged infringement or misappropriation relates to such modification or combination.

c. The Contractor will also not have any indemnification obligation with respect to a claim: (i) if it has provided City with reasonable changes that would have avoided the problem and the reasonable changes are not fully implemented by City within a reasonable time or (ii) arising out of use of the deliverables not in accordance with the Contract Documents.

d. The Contractor's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the Contractor whether such injury or damage shall accrue, or may be discovered, before or after termination or expiration of the Contract Documents.

Article 11. MISCELLANEOUS.

11.1 The City and Contractor each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

11.2 Additional work and/or changes to a work order's price and/or time, is subject to the City's prior written approval. Only the City Manager and City Commission (based on the procurement code) have the authority to approve such additional work and changes.

11.3 The headings contained in this Contract are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof.

11.4 This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.

11.5 This Contract (together with the other Contract Documents) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.

11.6 This Contract shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.

11.7 This Contract shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (c) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Contract or the subject matter hereof may not be enforced in or by such courts.

11.8 This Contract shall create no rights or claims whatsoever in any third party.

11.9 If any one or more of the provisions of the Contract shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

11.10 The effective date of this Contract is the date the Contract is approved by the City Commission.

11.11 Public Records: The Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the City as provided under section 119.011(2), Florida Statutes, specifically agrees to:

(a) Keep and maintain public records required by the City to perform the service.

(b) Upon request from the City's custodian of public records or designee, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, 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 for the duration of this Contract and following completion of this Contract if the Contractor does not transfer the records to the City.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT: ATTENTION CITY CLERK, (561) 586-1660 OR CITYCLERK@LAKEWORTHBEACHFL.GOV OR 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FL 33460.

11.12 This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

11.13 In accordance with Palm Beach County ordinance number 2011-009, the Contractor acknowledges that this Contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Contractor has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

11.14 If any legal action or other proceeding is brought for the enforcement of this Contract or the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any

provisions of this Contract or the Contract Documents, each party shall be responsible for their own attorney's fees at all levels. EACH PARTY ALSO AGREES AND VOLUNTARILY WAIVES ANY RIGHT TO A JURY TRIAL ARISING OUT OF ALLEGED DISPUTE, BREACH, DEFAULT, MISREPRESENTATION OR ANY OTHER CLAIM IN CONNECTION WITH OR ARISING FROM ANY PROVISION OF THIS CONTRACT OR THE CONTRACT DOCUMENTS

11.15 Each of the parties agrees to perform its obligations under the Contract Documents in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of the work and under the Contract Documents.

11.16 All documents, including but not limited to drawings, specifications, plans, reports, other items and data or programs stored in hard-copy, electronically or otherwise (collectively referred to as "Documents" hereafter), prepared by the Contractor or its subcontractors under this Contract shall be considered a "Work for Hire" and the exclusive property of the City. To the extent such Documents may not be deemed a "Work for Hire" under applicable law, Contractor and Contractor's Subcontractors will assign to the City all right, title and interest in and to Contractor and/or Contractor's Subcontractors' copyright(s) for such Documents. Contractor shall execute and deliver to City such instruments of transfer and take such other action that City may reasonable request, including, without limitation, executing and filing, at City's expense, copyright applications, assignments and other documents required for the protection of City's right to such Documents. The Contractor shall retain copies of the Documents for a period of three (3) years from the date of completion of the Program. The City grants to the Contractor and Contractor's subcontractors the right and/or limited license to use a portion of the Documents prepared by the Contractor or the Contractor's subcontractors in future projects of the Contractor or Contractor's subcontractors with said right and/or limited license to use a portion at Contractor's or Contractor's subcontractor's own risk and without any liability to City. Any modifications made by the City to any of the Contractor's Documents, or any use, partial use or reuse of the Documents without written authorization or adaptation by the Contractor will be at the City's sole risk and without liability to the Contractor.

11.17 Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

11.18 Any notice required to be given under the Contract Documents shall be sent by certified mail (return receipt requested) or by nationally recognized overnight courier as follows to the City:

City of Lake Worth Beach
Attn: City Manager
7 N. Dixie Highway
Lake Worth Beach, FL 33460

and to the Contractor as follows:

TEAMWORKnet, Inc.
4265 New Tampa Hwy, Ste. 1
Lakeland, FL 33815
Attn: Paul D. Gates, CEO

Either party may amend this provision by written notice to the other party.

11.19 The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes. The Contractor further represents that no person having any such conflicting interest shall be employed for said performance. The Contractor shall promptly notify the City's

representative, in writing, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Contractor. The City agrees to notify the Contractor of its opinion within thirty (30) days of receipt of notification by the Contractor. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the City shall so state in the notification and the Contractor shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the Contractor under the terms of this Contract.

11.20 The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, Contractor shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

11.21 This Contract is not intended to be and shall not be construed as an exclusive agreement, and the City may employ additional or other contractors to perform services contemplated by this Contract without liability to the City.

11.22 PUBLIC ENTITY CRIMES. The Contractor acknowledges and agrees that 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Contractor will promptly advise the City if it becomes aware of any violation of this statute.

11.23 PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

11.24 The Contract shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of all services and work. This includes being responsible for all precautions for safety of, and reasonable protection to prevent damage, injury or loss to employees performing the services and work and other persons who may be affected thereby; the work, materials and equipment incorporated therein; and other property, equipment or materials at the site or adjacent thereto including, without limitation, trees, shrubs, lawns, sidewalks, pavements, roadways or structures and utilities not designated for removal, relocation or replacement in the course of the work. The Contractor shall comply with and give all notices required by applicable laws, statutes, ordinances, rules and regulations bearing on safety of persons or property, or their protection from damage, injury or loss. The Contractor shall implement, erect and maintain reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards reasonably related to the work or which could arise therefrom. The Contractor shall promptly remedy damage and loss (other than covered by applicable insurance) caused in whole or in part by the Contractor or anyone directly or indirectly employed by or utilized by the Contractor in the performance of the work, which is not attributable to the City's negligence.

11.25 The Contractor agrees that, in all matters relating to this Contract, it will be acting as an independent contractor with exclusive control of the manner and means of performing the work, its obligations and tasks in accordance with the requirements of this Contract and the Contract Documents. The Contractor has no authority to act or make any agreements or representations on behalf of the City. This Contract is not intended, and shall not be construed to create, between the City and the Contractor, the relationship of principal and agent, joint-venturers, co-partners or any other such relationship, the existence of which is hereby expressly denied. No employee or agent of Contractor shall be, or shall be deemed to be, an employee or agent of City.

Article 12. SCRUTINIZED COMPANIES

12.1 CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the CITY may immediately terminate this Contract at its sole option if the CONTRACTOR or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Contract.

12.2 If this Contract is for one million dollars or more, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the CITY may immediately terminate this Contract at its sole option if the CONTRACTOR, or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Contract.

12.3 The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract.

12.4 The CONTRACTOR agrees that the certifications in this section shall be effective and relied upon by the CITY for the term of this Contract, including any and all renewals.

12.5 The CONTRACTOR agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the CONTRACTOR shall immediately notify the CITY of the same.

12.6 As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Article 13. E-VERIFY

Pursuant to Section 448.095(2), Florida Statutes, the CONTRACTOR shall:

13.1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Contract) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;

13.2. Secure an affidavit from all subcontractors (providing services or receiving funding under this Contract) stating that the subcontractor does not employ, Contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;

13.3. Maintain copies of all subcontractor affidavits for the duration of this Contract and provide the same to the CITY upon request;

- 13.4 Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- 13.5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Contract; and,
- 13.6. Be aware that if the CITY terminates this Contract under Section 448.095(2)(c), Florida Statutes, CONTRACTOR may not be awarded a contract for at least 1 year after the date on which the Contract is terminated and will be liable for any additional costs incurred by the CITY as a result of the termination of the Contract.

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Signature page follows

IN WITNESS WHEREOF, the City and Contractor have caused this Contract for Electrical Equipment, Testing, Repair, and Maintenance to be executed the day and year shown below.



CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: Melissa Ann Coyne, MMC
Melissa Ann Coyne, City Clerk

By: Betty Resch
Betty Resch, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: Christy Goddeau
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL
SUFFICIENCY

By: Yannick Ngendahayo
Yannick Ngendahayo, Financial Services Director



CONTRACTOR:

TEAMWORKnet, INC.

By: Robert "Bo" Farkas, Jr.

Print Name: Robert "Bo" Farkas, Jr.

Title: VP East Coast Eng & Ops

STATE OF Florida
COUNTY OF Polk

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this 29th day of August 2023, by Robert Farkas, as the VP East Coast Eng. Ops [title] of TEAMWORKnet, Inc., a Corporation, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Darlene E. Sommars
Notary Public Signature

Notary Seal:

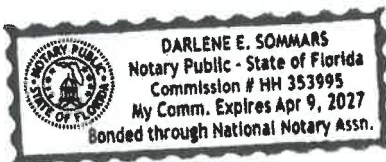


EXHIBIT "A"
SAMPLE WORK ORDER

**CONTRACT FOR ELECTRICAL EQUIPMENT INSPECTION,
TESTING, REPAIR, AND MAINTENANCE
WORK ORDER NO. _____**

THIS WORK ORDER for System Electrical Equipment Inspection, Testing, Repair and Maintenance ("Work Order" hereafter) is made on the _____, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460 ("City" hereafter) and **TEAMWORKnet, Inc.**, a corporation authorized to do business in State of Florida ("Contractor" hereafter).

1.0 Project Description:

The City desires the Contractor to provide all goods, services, materials and equipment as identified herein related to the Electrical Equipment Inspection, Testing, Repair and Maintenance described as: _____ (the "Project"). The Project is more specifically described in the plans prepared by _____, dated _____, and which are incorporated herein by reference.

2.0 Scope

Under this Work Order, the Contractor will provide the City of Lake Worth Beach with construction services for the Project as specified in the **Contractor's proposal attached hereto and incorporated herein as Exhibit "1"**.

3.0 Schedule and Liquidated Damages

Substantial completion of all services and work under this Work Order shall be within _____ **calendar days** from the Effective Date of this Work Order. Final completion of all services and work (and all punch-list items (if any)) under this Work Order shall be within _____ **calendar days** from the Effective Date of this Work Order. The Effective Date of this Work Order is the date following the parties' execution of this Work Order and the City's delivery of a Notice to Proceed to the Contractor via e-mail, facsimile or other form of delivery as documented by the City. Substantial completion occurs when the services and work has progressed to the point where, in the opinion of the City, the work is sufficiently complete in accordance with the Contract Documents and this Work Order, so that the Project can be utilized for the purposes for which it is intended. Final completion occurs when all services and work (including punch-list items) has been completed and the project becomes fully operational and accepted by the City.

Liquidated Damages. The City and Contractor recognize that time is of the essence under this Work Order and the Contract Documents, and that the City will suffer financial loss if the services and work described in this Work Order and the Contract Documents are not completed within the times specified in this Work Order. The City and Contractor recognize, agree and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the City would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the services and work within the time specified. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the City _____ hundred dollars (\$ _____ .00) for each day that expires after the time specified in this Work Order.

4.0 Compensation and Direct Purchases

This Work Order is issued for a lump sum, not to exceed amount of \$ _____
(_____). The attached proposal identifies all costs and expenses included in the
lump sum, not to exceed amount.

The following Direct Purchases are to be made under this Work Order by the City: _____

_____.

5.0 Project Manager

The Project Manager for the Contractor is _____,
phone: _____; email: _____; and, the Project Manager for the City
is _____, phone: _____;
email: _____.

6.0 Progress Meetings

The Contractor shall schedule periodic progress review meetings with the City Project Manager as
necessary but every 30 days as a minimum.

7.0 Contractor's Representations

In order to induce the City to enter into this Work Order, the Contractor makes the following
representations:

7.1 Contractor has familiarized itself with the nature and extent of the Contract Documents
including this Work Order, work, site, locality, and all local conditions and laws and regulations that in
any manner may affect cost, progress, performance or furnishing of the work.

7.2 Contractor has obtained at his/her own expense and carefully studied, or assumes responsibility
for obtaining and carefully studying, soil investigations, explorations, and test reports which pertain to
the subsurface conditions at or contiguous to the site or otherwise may affect the cost, progress,
performance or furnishing of the work as Contractor considers necessary for the performance or
furnishing of the work at the stated work order price within the Work Order stated time and in
accordance with the other terms and conditions of the Contract Documents, including specifically the
provisions of the IFB; and no additional examinations, investigations, explorations, tests, reports, studies
or similar information or data are or is deemed necessary by Contractor for such purposes.

7.3 Contractor has reviewed and checked all information and data shown or indicated on the
Contract Documents with respect to existing Underground Facilities at or contiguous to the site and
assumes responsibility for the accurate location of said Underground Facilities. No additional
examinations, investigations, explorations, tests, reports, studies or similar information or data in respect
of said Underground Facilities are or is deemed necessary by the Contractor in order to perform and
furnish the work under this Work Order price, within the Work Order time and in accordance with the
other terms and conditions of the Contract Documents.

7.4 Contractor has correlated the results of all such observations, examinations, investigations,
explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.5 Contractor has given the City's Contract Administrator written notice of all conflicts, errors or

discrepancies that he or she has discovered in the Contract Documents and the written resolution thereof by City or its designee is acceptable to the Contractor.

- 8.0 Warranty.** The Contractor warrants and guarantees to the City that all services and work provided under this Work Order will be in accordance with this Work Order and the other Contract Documents. The Contractor warrants that (a) all materials and parts supplied under this Work Order shall be free from defects for one (1) year from the final completion of all work (unless a longer manufacturer warranty applies); (b) all services and work performed under this Work Order will be free from defects for one (1) year from the final completion of all work and the project shall be fully operational without unreasonable downtime or failures; and (c) that the services and work will conform to the requirements of the Contract Documents. If, at any time prior to the expiration of the one (1) year warranty period, the City discovers any failure or breach of the Contractor's warranties or the Contractor discovers any failure or breach of the Contractor's warranties, the Contractor will, upon written notice from City or of its own accord, at the Contractor's sole cost and expense, promptly correct such failure or breach (which corrective action must include, without limitation, any necessary removal, disassembly, reinstallation, repair, replacement, reassembly, retesting, and/or re-inspection of any part or portion of the work and any other property damaged or affected by such failure, breach, or corrective action). The Contractor will remedy any such failure or breach so, to the extent possible, to avoid unnecessary disruptions to the operations of City or its systems. In the event the Contractor fails to initiate and diligently pursue corrective action within five (5) days of the Contractor's receipt of the City's notice or the Contractor's discovery of the same, the City may undertake such corrective action at the Contractor's expense.

9.0 Authorization

This Work Order is issued pursuant to the Electrical Equipment Inspection, Testing, Repair and Maintenance Contract for between the City of Lake Worth Beach and the Contractor, dated _____, ("Contract" hereafter). If there are any conflicts between the terms and conditions of this Work Order and the Contract, the terms and conditions of the Contract shall prevail.

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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order No. __ as of the day and year set forth above.

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

By: DO NOT SIGN – SAMPLE ONLY _____
Betty Resch, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Yannick Ngendahayo, Financial Services Director

CONTRACTOR: **TEAMWORKnet, INC.**

By: DO NOT SIGN – SAMPLE ONLY _____

[Corporate Seal]

Print Name: _____

Title: _____

STATE OF _____)
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this _____ day of _____, 2023, by _____, as the _____ [title] of **TEAMWORKnet Inc.**, a Corporation, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Notary Public Signature

Notary Seal:

EXHIBIT "B"

HOURLY BILLING RATES

JULY 2023

DOMESTIC PROFESSIONAL FEE SCHEDULE

GENERAL

TEAMWORKnet, Inc. will provide professional engineering, consulting engineering, testing, and field services in accordance with the following fee schedule. Should you have any questions or require further details, please contact us.

	<u>Regular</u>	<u>Field Services</u>
SENIOR CONSULTING ENGINEER	\$275 /hour	\$325 /hour
PRINCIPAL ENGINEER	\$210 /hour	\$260 /hour
SENIOR ENGINEER	\$195 /hour	\$240 /hour
SENIOR PROJECT ENGINEER	\$170 /hour	\$225 /hour
PROJECT ENGINEER	\$160 /hour	\$210 /hour
ASSOCIATE ENGINEER	\$135 /hour	\$175 /hour
SENIOR PROJECT MANAGER	\$150 /hour	\$185 /hour
PROJECT MANAGER	\$135 /hour	\$175 /hour
FIELD SERVICE SPECIALIST	\$170 /hour	\$225 /hour
SENIOR TECHNICIAN (L3)	\$155 /hour	\$175 /hour
TECHNICIAN (L2)	\$110 /hour	\$135 /hour
TECHNICIAN (L1)	\$100 /hour	\$125 /hour
SENIOR DESIGNER	\$160 /hour	\$175 /hour
DESIGNER	\$130 /hour	\$155 /hour
SENIOR SAFETY COORDINATOR	\$140 /hour	\$175 /hour
SAFETY COORDINATOR	\$130 /hour	\$155 /hour
ENGINEERING ASSISTANT	\$85 /hour	\$95 /hour
CAD DRAFTING	\$85 /hour	\$95 /hour
CLERICAL	\$80 /hour	\$85 /hour

EXPENSES AND CONSIDERATIONS

- Services over 8 hours per day and Saturdays or in excess of 40 hours per week will be billed at 1.5 times the Applicable Service hourly rate. Sundays, Holidays, Emergency Call-Outs and hours over 12 hours per day will be billed at 2.0 times the Applicable Service rate.
- Time includes travel time at regular rates to and from the Lakeland, Florida home office.
- Expenses will be billed at cost.
- Field technician team shall be a two-person minimum.
- Test equipment cost is \$500/day and truck fees are \$125/day. All other tool costs are included in the fee schedule.
- Cancellations after mobilization will be charged for mobilization and time onsite.

FIRM CONTRACTS

TEAMWORKnet, Inc. will provide fixed fee bids for any job having a clearly defined scope or work definition.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, May 13, 2025		
Agenda Item Name		
Change Order Approval 2025 Street Resurfacing Services		
Requested Action		
Requesting approval of Change Order 1 to the contract with Superior Asphalt, Inc., to provide street resurfacing services in the amount of \$112,040.		
Staff Report		
As part of the Fiscal Year 2024/2025 Infrastructure Fund budget, funds were allocated for street maintenance, including a component for resurfacing. Due to favorable conditions, the overall costs of the bid for street maintenance were lower than anticipated. Given the resulting cost efficiencies, staff recommend expanding the street resurfacing program to include two additional locations: Emerald Lake Drive 8th Street, between State Road 50 and Chestnut Street Additionally, staff are requesting that the contractor perform patching work on the South Lake Trail along 12th Street, specifically at the location of a previous washout. This will ensure a smoother, safer surface for trail users.		
Additional Analysis		
Fiscal Impact Summary		
The fiscal impact of the total project cost of \$588,865 is accounted for in the current year's approved budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$112,040	12541-54603 cap-out streets	\$152,396
Exhibits Attached (copies of original agreements)		
1. Change Order Form	SCL-MAIL25050511110.pdf	
2. Superior Asphalt Quote	Superior Asphalt Quote.pdf	

CHANGE ORDER FORM

Contract / P.O. Number: 2025-022 / 20251642
 Change Order Number: 1
 Project Name: 2025 Street Resurfacing Services
 Job Location: Lakefront Park Trail

Bid Number: RFB 25-051
 Change Order Date: _____
 Department: Public Services

VENDOR INFORMATION:

Company Name: Superior Asphalt, Inc.
 Address: P.O. Box 2489 City, St., Zip: Oneco, FL 34264
 Contact Name: Greg Wasson, Project Estimator Telephone: (352) 678-3537

DESCRIPTION OF CHANGE:

Alteration, deviation, addition, or deletion caused by conditions encountered during construction not covered by the specifications and drawings of the project (attach additional pages if necessary).

Additive Change Order: Additional locations for street repair services for the following locations:

1. Emerald Lake Drive
2. 8th Street (between SR. 50 and Chestnut Street)
3. South Lake Trail along 12th Street

See attached quote

ITEM		AMOUNT
A.	ORIGINAL CONTRACT VALUE:	\$ 476,825.00
B.	AMOUNT OF THIS CHANGE ORDER: <i>Must be within the overall scope of services in accordance with contract specifications.</i>	\$ 112,040.00
C.	PERCENT OF CONTRACT VALUE THIS CHANGE ORDER (B/A):	% 23.5%
D.	AMOUNT OF PREVIOUS CHANGE ORDERS:	\$ 0.00
E.	TOTAL AMOUNT OF ALL CHANGE ORDERS (B+D):	\$ 112,040.00
F.	PERCENT OF CONTRACT OF ALL CHANGE ORDERS (E/A): <i>10% Maximum</i>	% 23.5%
G.	NEW CONTRACT VALUE (A+E)	\$ 588,865.00

This Change Order is not valid without the following signatures:

 CONTRACTOR Date

 PROJECT ARCHITECT / ENGINEER Date

 DEPARTMENT DIRECTOR Date

 PROCUREMENT DIRECTOR /
 CITY MANAGER Date

Council approval is required if change order(s): 1) exceeds \$49,999; 2) exceeds the greater of \$100,000 OR 10% of the original contract amount for construction projects; 3) the funds are not available in the approved budget for the department.

CITY OF CLERMONT

ATTEST:

 MAYOR Date

 CITY CLERK Date



Superior Asphalt, Inc.

Superior Quality, Superior Service, Superior Asphalt

3197 Premier Dr Brooksville, FL 34604

Phone: (352)-678-3537

Fax: (352)-678-3660

Mailing Address:

P.O. Box 15025, Brooksville, FL 34604

To:	CITY OF CLERMONT	Contact:	FREDDY SUAREZ		
Address:	685 W MONTROSE ST CLERMONT, FL 34711	Phone:	(352) 241-7350		
		Fax:			
Project Name:	2025 STREET RESURFACING - CITY OF CLERMONT	Bid Number:	E25-0041		
Project Location:	MULTIPLE STREETS, CLERMONT, FL	Bid Date:	2/20/2025		
Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	CO1 BIKE PATCH S TRAIL APPX 50 Square Yards	1.00	LS	\$14,980.00	\$14,980.00
3	CO3 EMERALD LAKES ST APPX 3,134 Square Yards	1.00	LS	\$61,135.00	\$61,135.00
4	CO4 EIGHTH ST APPX 566 Square Yards	1.00	LS	\$35,925.00	\$35,925.00
Total Bid Price:					\$112,040.00

Notes:

- Prime and Mat are not included.
- This quote has been based on 1 move-in per area. Any additional move-ins will be \$ 2,500.00 per move in.
- New pavement will tend to scuff and mark within the first twelve (12) months after placement due to the curing process of asphalt.
- During resurfacing projects, Superior Asphalt cannot guarantee 100% drainage.
- All permits, surveying, and maintenance of traffic by others unless noted above.
- All testing to be in accordance with F.D.O.T.
- If this is a unit price contract, the job will be remeasured for actual quantities.
- We have the right to inspect base prior to paving.
- We will not be liable for any delay due to war, strikes, lockouts, labor difficulties, accidents, fire, flood or other causes beyond our control.
- Prices quoted valid for 30 days at which time we reserve the right to adjust our price. Sales tax is included in the prices quoted.
- Asphalt is a flexible pavement and any cracks that are visible before overlaying will reflect through after the overlay is finished. Also, cracks will appear when paving on new soil cement.
- This quotation is based on the Florida Department of Transportation (FDOT) Fuel and Bituminous Average Price Index for the month date of this bid. Superior Asphalt, Inc. reserves the right to adjust the final contract amount if applicable.

Payment Terms:

Purchaser agrees that should the account become more than 30 days past due, purchaser will pay all costs of collection, including reasonable attorney's fees whether collected through suit or otherwise. After 30 days, interest will be charged on all money due at the highest legal rate.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Central Florida  Greg Wasson Digitally signed by Greg Wasson DN: cn=US, o=Greg Wasson, ou=Superior Asphalt Inc., ou=Superior Asphalt - Brooksville, ou=Estimating, cn=Greg Wasson Date: 2025.04.16 13:03:52-04'00' Authorized Signature: _____ Estimator: Greg Wasson gwasson@superiorasphaltinc.net
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CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, May 13, 2025		
Agenda Item Name		
Task Order Approval <i>Lakeshore Drive</i>		
Requested Action		
Requesting approval of Task Order No. 1 with CPH Consulting, LLC. to provide Lakeshore Storm Improvements for a total amount of \$197,125.		
Staff Report		
This Task Order authorizes the design of three (3) distinct water quality and drainage improvement projects located along Lakeshore Drive and in the surrounding neighborhoods. This project aims to treat stormwater runoff before it ultimately discharges into Lake Minnehaha. The proposed designs incorporate baffle boxes to remove nutrients, sediments, and other contaminants, thereby enhancing water quality. The improvements align with the recommendations outlined in the City's Master Stormwater Plan and reinforce the City's ongoing commitment to preserving the health of its adjacent lakes. The attached task order provides additional details regarding the scope of work. The City Council previously approved the On-Call Professional Civil Engineering Services contract with CPH Consulting, LLC on December 8, 2020, No. 2020-96. This Task Order is being issued pursuant to that contract.		
Additional Analysis		
Fiscal Impact Summary		
The fiscal impact of \$197,125 is accounted for in the current year's approved budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$197,125	12538-66900-38126 INFRASTRUCTURE STORMWATER CAPITAL PROFESSIONAL SERVICES	\$200,000
Exhibits Attached (copies of original agreements)		
1. Task Order 1 - Lakeshore Storm Improvements		Task Order 1.pdf

**FIRST TASK AUTHORIZATION FOR CONTINUING SERVICES CONTRACT
AGREEMENT BETWEEN THE CITY OF CLERMONT, FLORIDA AND CPH
CONSULTING, LLC.**

This Task Authorization is by and between CPH CONSULTING, LLC., hereinafter referred to as "ENGINEER" and the CITY OF CLERMONT, hereinafter referred to as "CITY" and is to that certain agreement number 2020-96 dated December 8, 2020, and any amendments thereto, hereinafter collectively referred to as "the Agreement". The Parties, in exchange for the mutual covenants contained herein and in the Agreement, agree as follows:

- A. This agreement expressly modifies the Agreement, and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
- B. In addition to all other terms and conditions in the Agreement, ENGINEER shall provide services as described in the Scope of Services attached hereto and incorporated herein. Upon satisfactory completion of these services, the CITY shall compensate ENGINEER in accordance with the applicable Task Authorization.
- C. CONTRACTOR shall complete the services outlined herein within the timeframe outlined in the applicable attachment hereto.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for the purpose expressed herein on the dates set forth below.

CITY OF CLERMONT

ATTEST

SIGNATURE

Tim Murry

FULL NAME

Mayor

TITLE

DATE SIGNED

SIGNATURE

Tracy Ackroyd Howe

FULL NAME

City Clerk

TITLE

DATE SIGNED

STAMP

CPH CONSULTING, LLC.

SIGNATURE

Jeremy Morton, PE, CFM

FULL NAME

Client Services Manager

TITLE

DATE SIGNED

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
CPH CONSULTING, LLC.
AND
CITY OF CLERMONT
FOR
ENGINEERING SERVICES
OF
LAKESHORE STORM IMPROVEMENTS
IN
CLERMONT, FLORIDA**



APRIL 7, 2025

This Agreement is composed of Part I and Part II. Part I includes Project Description, Client Furnished Information, Compensation, and Authorizations. Part II includes Exhibit A-CPH's Standard Provisions to Agreement, Exhibit B-CPH's Hourly Billing Rate table, and other exhibits detailing scope of project and services to be provided. Together, Parts I and II constitute the entire agreement between THE CITY OF CLERMONT, herein after called the "CLIENT", and CPH Consulting, LLC, herein after called "CPH".

PART I

PROJECT DESCRIPTION

CLIENT proposes to construct three baffle boxes along Lakeshore Drive which ultimately discharge to Lake Minnehaha in Clermont, FL. The design will reflect improvements at the three discharge locations as recommended in the City's Master Stormwater Plan. At this time, CLIENT requests CPH to prepare a proposal for Limited Due Diligence, Design and Permitting services. A detailed description of the proposed Scope of Services is provided in Exhibits D-M of this Agreement.

CLIENT-FURNISHED INFORMATION

It is understood that CPH will perform services under the sole direction of the CLIENT. The Client shall guarantee access to and make provisions for CPH to enter private lands as required by CPH to perform their work under this Agreement. The CLIENT shall provide CPH with project-related information including, but not limited to, the following:

- Current Title Commitment or Ownership and Encumbrance Report
- Current Geotechnical Investigation
- Phase I Environmental Site Assessments
- CLIENT Design Requirements
- Payment of all required fees including, but not limited to, application fees, impact fees, permit fees, re-submittal fees, etc.
- Any documents, agreements, plans, investigations and/or pertinent information concerning this project or project site to which the CLIENT may have access.

CPH will rely upon the accuracy and completeness of CLIENT-furnished information in connection with the performance of services under this Agreement. CPH will notify CLIENT if information provided is not sufficient. If it is determined CPH must reproduce, organize or spend time amending information provided by CLIENT so that it can be appropriately utilized, an amendment to this contract and additional fee will be required.

CPH will begin performance of the above services upon receipt of the executed Agreement.

COMPENSATION

Labor

CPH will perform the Scope of Services contained in this Agreement as identified on each task, either Lump Sum or Hourly. Refer to the Hourly Billing Rate table (Exhibit B) to be utilized on this project. Rates are valid for one (1) year following execution of this Agreement. Project work scope and any additional work required after one (1) year anniversary of Agreement execution shall be completed in accordance with new rates. The following fee summary provides the overall fee by discipline, refer to the individual exhibits for specific task breakdowns. Tasks that are identified as Hourly have been provided an 'Upset Limit' (USL) budget. The CLIENT will be informed when the services are about to exceed this limit.

DISCIPLINE FEE SUMMARY			
Exhibit			Fee
EXHIBIT E - SURVEYING			
Topographic Survey		Lump Sum/Hourly (USL)	\$34,625
EXHIBIT F – CIVIL			
Due Diligence		Lump Sum/Hourly (USL)	\$4,500
Conceptual Design		Lump Sum/Hourly (USL)	\$9,000
Preliminary Design		Lump Sum/Hourly (USL)	\$46,400
Construction Documents		Lump Sum/Hourly (USL)	\$69,600
Permitting		Lump Sum/Hourly (USL)	\$18,000
Project Management		Lump Sum/Hourly (USL)	\$15,000
PROJECT TOTAL			\$197,125.00

Progress invoices will be submitted based on CPH's estimate of the percent of work complete at the time of invoicing for Lump Sum scope. Services requested by CLIENT, that are not included in the Scope of this Agreement (as may be amended), shall be deemed additional services and will be provided and billed on an Hourly basis in accordance with the applicable Hourly Billing Rate table unless an amendment to this Agreement with fee for the additional services has been executed.

All invoices over forty-five (45) days old must be paid in full prior to submittal for permits.

Reimbursable Expenses

In addition to the labor compensation outlined above, CPH shall be reimbursed directly for project specific expenditures and subconsultant contract administration as follows:

- Vehicular mileage over 100 miles will be charged at current IRS rates.
- Expenses for airfare, hotel, car rental, and meals will be invoiced as a reimbursable expense without markup.
- A markup of 10% shall be added to costs charged to CPH by others outside of CPH, to include but not be limited to FedEx/Delivery Services, Courier Services, Application Fees, Review Fees, and Permit Fees.
- A markup of 10% shall be added to all subconsultant invoices.

CPH CONSULTING, LLC AUTHORIZATION

By:


4-7-25

Jeremy Morton, PE, CFM
Client Services Manager

CLIENT AUTHORIZATION

THE CITY OF CLERMONT acknowledges receipt of, and agrees with, Part I and Part II of THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN CPH CONSULTING, LLC AND THE CITY OF CLERMONT FOR ENGINEERING SERVICES OF LAKESHORE STORM IMPROVEMENTS dated APRIL 7, 2025, which constitutes the entire Agreement between CPH CONSULTING, LLC and CITY OF CLERMONT.

Total Labor Fees for services proposed herein is as listed above in COMPENSATION section plus reimbursable expenses.

It is understood that fees for the subject project, including but not limited to, application fees, impact fees, utility connection fees, review fees, etc., will be paid directly by the CLIENT.

Payment for services rendered will be due within forty-five (45) days of invoicing. Should the CLIENT choose to not complete the project at any phase of the project, CPH will be due any fees for services up to the time the CLIENT informs CPH in writing to stop work. Payment for services up to the time of the CLIENT'S notice will be due within thirty (30) days of the final invoice. Invoice payments must be kept current for services to continue. CPH reserves the right to terminate or suspend work when invoices become over forty-five (45) days past due. In the event that the work is suspended or terminated as a result of non-payment, CLIENT agrees that CPH will not be responsible for CLIENT'S failure to meet project deadlines or other adverse consequences.

This proposal is void if not executed and returned to CPH within sixty (60) days of CPH's execution of the Agreement.

The fees, terms, conditions, and specifications are satisfactory and are hereby accepted. CPH is authorized to do the work as specified and payment will be made as outlined in COMPENSATION section.

The person signing this Agreement represents and warrants that they are duly authorized and have legal right to execute and deliver this Agreement on behalf of the CLIENT and agree to be bound by the terms contained herein.

By: _____
Client

Signature

Printed Name/Title

Date: _____

Entity: _____

Address: _____

CLIENT MUST ALSO SIGN LAST PAGE OF EXHIBIT A-STANDARD PROVISIONS TO AGREEMENT

The owner of the subject property being considered in this Agreement is:

Entity: _____

Address: _____

If the CLIENT entering into this Agreement is not the same entity that owns the subject property, the CLIENT entering into this Agreement hereby affirms that it is entering into this Agreement with the full knowledge and consent of the property owner and that CLIENT has full power and authority to bind the property to the terms and conditions contained herein including, but not limited to, the right of CPH to impose a first lien and/or mechanics lien on the property.

By: _____
Signature

Printed Name/Title

Date: _____

Entity: _____
Address: _____

PART II

EXHIBIT A- CPH STANDARD PROVISIONS TO AGREEMENT (NOT PROVIDED)

EXHIBIT B- CPH HOURLY BILLING RATE TABLE

EXHIBIT C- CONCEPT PLAN

EXHIBIT D- ENVIRONMENTAL SCOPE OF SERVICES (NOT PROVIDED)

EXHIBIT E- SURVEY SCOPE OF SERVICES

EXHIBIT F- CIVIL SCOPE OF SERVICES

EXHIBIT G- LANDSCAPE SCOPE OF SERVICES (NOT PROVIDED)

EXHIBIT H- ARCHITECTURAL SCOPE OF SERVICES (NOT PROVIDED)

EXHIBIT I- INTERIOR DESIGN SCOPE OF SERVICES (NOT PROVIDED)

EXHIBIT J- MEP SCOPE OF SERVICES (NOT PROVIDED)

EXHIBIT K- STRUCTURAL SCOPE OF SERVICES (NOT PROVIDED)

EXHIBIT L- ENTITLEMENT & PERMIT MANAGEMENT SCOPE OF SERVICES (NOT PROVIDED)

EXHIBIT M- TRAFFIC SCOPE OF SERVICES (NOT PROVIDED)

HOURLY BILLING RATES

Effective: November 1, 2024

Category	Rate
Project Manager I	\$200
Project Manager II	\$225
Project Manager III	\$270
Project Manager IV	\$295
Project Manager V	\$310
Manager I	\$185
Manager II	\$210
Engineer I	\$205
Engineer II	\$230
Engineer III	\$240
Engineer IV	\$265
Engineer V	\$285
Architect I	\$185
Architect II	\$210
Architect III	\$235
Architect IV	\$270
Architect V	\$285
Interior Designer	\$160
Designer I	\$160
Designer II	\$175
Designer III	\$195
Designer IV	\$205
Designer V	\$220
Technician I	\$110
Technician II	\$135
Technician III	\$160
CADD I	\$120
CADD II	\$135
CADD III	\$165
Analyst I	\$130
Analyst II	\$145
Analyst III	\$160

Category	Rate
Landscape Architect I	\$165
Landscape Architect II	\$190
Landscape Architect III	\$215
Scientist I	\$140
Scientist II	\$170
Scientist III	\$220
Planner I	\$165
Planner II	\$185
Planner III	\$210
Discipline Manager I	\$300
Discipline Manager II	\$335
Principal Executive	\$360
Administrative I	\$100
Administrative II	\$110
Administrative III	\$125
Administrative IV	\$140
Administrative V	\$170
Project Administrator I	\$130
Project Administrator II	\$175
Coordinator I	\$155
Coordinator II	\$175
Coordinator III	\$190
Intern I	\$80
Intern II	\$95
Graphic Designer I	\$160
Graphic Designer II	\$170
Graphic Designer III	\$185

Category	Rate
Construction Rep I	\$155
Construction Rep II	\$180
Construction Rep III	\$195
Construction Manager I	\$200
Construction Manager II	\$220
Instrument Operator	\$110
Crew Chief	\$135
Surveyor I	\$145
Surveyor II	\$180
Surveyor III	\$220
GPS Crew I	\$185
GPS Crew II	\$260
Survey Crew - 1 Man	\$260
Survey Crew - 2 Man	\$335
Survey Crew - 3 Man	\$360
GIS Analyst I	\$120
GIS Analyst II	\$145
GIS Analyst III	\$160
GIS Manager	\$210



**Billing and Reimbursable Rates are Subject to Periodic Review and Adjustment.*

**Outside Reimbursable markup will be 10% over actual cost. Subconsultant markup will be 7% of the total subconsultant costs.*

Proposed Storm Water Improvements

1



— Storm Water Mains

Date: 3/24/2025



— Storm Water Mains

Date: 3/24/2025

Proposed Storm Water Improvements

3



— Storm Water Mains Date: 3/24/2025

EXHIBIT E - SURVEY SCOPE OF SERVICES

1.0 BASIC SERVICES

SUR-1.0 – Topographic Survey

SUR-1.1 –Topographic Survey (5th Street & Penzance Road – 2,000± LF):

Prepare a Topographic Survey of the area depicted in orange on the attached "Survey Site Exhibit 1" as per Rule Chapter 5J-17 of the Florida Administrative Code in compliance with the Standards of Practice of Surveying and Mapping of the State of Florida.

- Field locate existing monumentation and verify platted rights of way contained within the plats.
- Field locate the common lot line of 1730 Nita Place and 1437 W. Lakeshore Drive and depict lot line per the recorded deeds within scope.
- Collect topographic data at 50' cross-sections along 5th Street, Penzance Road and W. Lakeshore Dr., 1730 Nita and 437 W. Lakeshore Dr. within scope where accessible.
- Location of existing visible above ground improvements & visible utilities within scope.
- Review of two (2) Title Search Reports for 1730 Nita Place and 1437 W. Lakeshore Drive as provided by sub-consultant.
- The project coordinate system will be based horizontally on the North American Datum 83(1990) (NAD 83/90).
- The project will be based vertically on the North American Vertical Datum of 1988 (NAVD 88).
- Signed and Sealed Topographic Survey.

SUR-1.2 –Topographic Survey (W. Lakeshore Drive at 1st Street):

Prepare a Topographic Survey of the area depicted in orange on the attached "Survey Site Exhibit 2" as per Rule Chapter 5J-17 of the Florida Administrative Code in compliance with the Standards of Practice of Surveying and Mapping of the State of Florida.

- Field locate and depict lot lines of 1660 First Street lying south of W. Lakeshore Drive per the recorded deed within scope.
- Field locate existing monumentation and verify platted rights of way contained within the plats.
- Collect topographic data at 50' cross-sections to include the intersection of 1st Street and W. Lakeshore Drive, and parcel within scope where accessible.
- Location of existing visible above ground improvements & visible utilities within scope.
- Review of Title Search Report for 1660 First Street as provided by sub-consultant.
- The project coordinate system will be based horizontally on the North American Datum 83(1990) (NAD 83/90).
- The project will be based vertically on the North American Vertical Datum of 1988 (NAVD 88).
- Signed and Sealed Topographic Survey.

SUR-1.3 –Topographic Survey (E. Lakeshore Drive at Anderson Street):

Prepare a Topographic Survey of the area depicted in orange on the attached "Survey Site Exhibit 3" as per Rule Chapter 5J-17 of the Florida Administrative Code in compliance with the Standards of Practice of Surveying and Mapping of the State of Florida.

- Field locate and depict the southerly extension of Anderson Drive south of E. Lakeshore Drive within scope.
- Field locate existing monumentation and verify platted rights of way contained within the plats.
- Collect topographic data at 50' cross-sections to include the intersection of Anderson Street and E. Lakeshore Drive, and the southerly extension to the lake within scope where accessible.
- Location of existing visible above ground improvements & visible utilities within scope.
- The project coordinate system will be based horizontally on the North American Datum 83(1990) (NAD 83/90).
- The project will be based vertically on the North American Vertical Datum of 1988 (NAVD 88).
- Signed and Sealed Topographic Survey.

Note: If the structure south of E. Lakeshore Drive does not lie within the extension of Anderson Drive, then a Title Search will be required at an additional fee.

SUR-1.4 – Underground Utility Designation/Location:

- Underground Utility Designation/Location to be performed by sub-consultant within the three (3) project areas (see breakdown in table below). Sub-consultant fee is based on doing all three (3) project areas at the same time.

SUR-1.5 – Title Search Report (Sub-consultant)

- Three (3) Title Search Reports to be provided by American Government Services (AGS) for 1730 Nita Place, 1437 W. Lakeshore Drive and 1660 First Street.

2.0 COMPENSATION

Services under Basic Services will be provided on a fixed fee basis in accordance with the table below.

Task #	Task Name	Fee Type	Fee
SUR-1.0	TOPOGRAPHIC SURVEY		
SUR-1.1	Topographic Survey (5 th Street & Penzance Road)	Fixed	\$15,000.00
SUR-1.2	Topographic Survey (W. Lakeshore Dr. at 1 st Street)	Fixed	\$ 6,500.00
SUR-1.3	Topographic Survey (E. Lakeshore Dr. at Anderson Street)	Fixed	\$ 6,500.00
SUR-1.4	Underground Utility Designation/Location (5 th Street & Penzance Road) (Sub-consultant)	Fixed	\$ 4,018.00
SUR-1.4	Underground Utility Designation/Location (W. Lakeshore Dr. at 1 st Street) (Sub-consultant)	Fixed	\$ 216.00
SUR-1.4	Underground Utility Designation/Location (E. Lakeshore Dr. at Anderson St.) (Sub-consultant)	Fixed	\$ 216.00
SUR-1.5	Three (3) Title Search Reports (Sub-consultant) @ \$725.00 each	Fixed	\$ 2,175.00
SURVEY SCOPE TOTAL			\$34,625.00

3.0 SCOPE OF WORK CLARIFICATIONS

The Survey scope of work shall be as indicated within this exhibit. Additional scope of work in any category will be reviewed on a case by case basis and may be cause for additional services billed at the Hourly Billing Rate included as a part of this proposal or as an approved negotiated lump sum.

Any work not specifically indicated in this proposal is excluded including but not limited to the following:

- As-built Survey
- ALTA/NSPS Land Title Survey
- Boundary Survey
- Tree Location/Certified Tree Survey
- Platting
- Sketch and Descriptions
- Ordinary High Water/Mean High Water
- Evaluation of Ownership and Encumbrances, i.e., Title Reports
- Soil Borings
- Wetland Delineation/Location
- Construction Staking

SURVEY SITE EXHIBIT 1



SURVEY SITE EXHIBIT 2



SURVEY SITE EXHIBIT 3

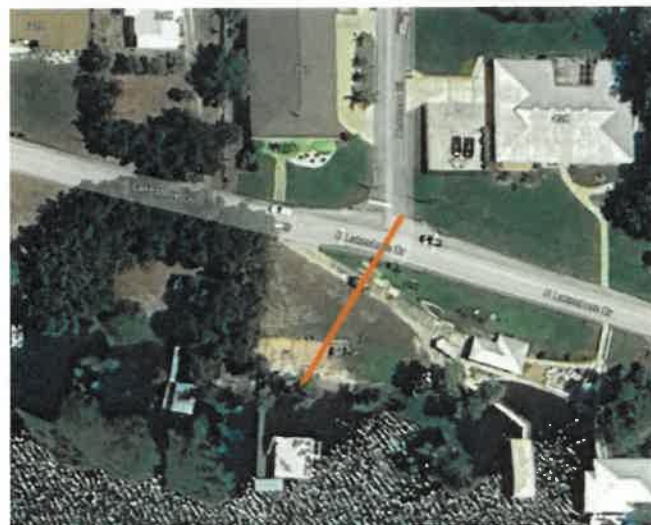


EXHIBIT F - CIVIL SCOPE OF SERVICES

1.0 BASIC SERVICES

CIV-0100 – Due Diligence

CIV-0101 – Kickoff & Site Visit

CPH proposes to perform the following limited due diligence scope:

- CPH will participate in one (1) kick off meeting or conference call with the CLIENT to review the overall development and project goals.
- CPH will conduct one (1) site visit.

CIV-0200 – Conceptual Design

Conceptual Site Plan

• Based upon the data gathered during the Due Diligence Phase and utilizing the site survey/information provided by CLIENT or from AHJ GIS, CPH shall prepare a Conceptual Site Plan. Conceptual site plan shall include proposed layout, sidewalk, storm pipe and placement of baffle box. Included within the fee is one (1) revision to incorporate CLIENT comments. Any further alterations requested will be handled as an additional service and billed in accordance with our Standard Hourly Rates.

• CPH shall provide CLIENT with Final Conceptual Site Plan overlaid on an aerial in ACAD format for approval by CLIENT. Preparation of colored exhibits/renderings are not part of Scope but can be provided as an additional service and billed in accordance with our Standard Hourly Rates if needed.

CIV-0300 – Preliminary Design

Preliminary Design Plans

CPH will perform the following as part of this contract:

- CPH will prepare Preliminary Design Plans based on the CLIENT approved Conceptual Site Plan. The preliminary plans will include demolition (if applicable), site dimension, grading and utility design concepts. Plans will be prepared considering zoning requirements of the AHJ and design criteria as provided by CLIENT.
- Preliminary onsite stormwater management system analysis and design will be conducted based on current AHJ stormwater requirements. It is assumed the site does not lie within a flood zone per current FEMA FIRM. It is assumed floodplain impact and compensation will not be required. Should impact/compensation be required, CPH will provide as an additional service and an amendment to this contract will be required.

CIV-0500 – Construction Documents

CIV-0501 –Construction Plans & Calculations

CPH will prepare the Design Calculations, Site Construction Plans (Final Engineering Plans) and Site Construction Specifications as follows. The proposal assumes that each of the 3 baffle boxes will have a separate set of construction documents.

- CPH will prepare 60% Design Plans for each baffle box based on coordination with the CLIENT. The 60% plans will include demolition (if applicable), site dimension, grading and utility design concepts. Plans will be prepared considering zoning requirements of the AHJ and design criteria as provided by CLIENT.
- It is assumed the sites do not lie within a flood zone per current FEMA FIRM. It is assumed floodplain impact and compensation will not be required. Should impact/compensation be required, CPH will provide as an additional service and an amendment to this contract will be required.
- Final Design Calculations will include:
 - Stormwater Management Calculations for Water Quality
 - Stormwater Conveyance Hydraulic Grade Line Calculations.
- Site Construction Plans (Final Engineering Plans) are projected to include the following sheets:
 - Cover Sheet
 - General Notes and Specifications

- Boundary and Topographic Survey (Provided by Surveyor)
- Sedimentation/Erosion Control Plans
- Sedimentation/Erosion Control Notes
- Demolition Plan
- Site Dimension Plan
- Site Grading and Utility Plan
- Details
- Site construction plans will be prepared considering requirements of CLIENT and SJRWMD.
- Stormwater analysis will be prepared for submittal to SJRWMD considering the same assumptions noted above.
- If during the design it is determined that utility locates/ soft digs are required to identify potential conflicts with existing utilities, CPH will notify CLIENT and request an amendment for the additional service.
- It is assumed no offsite roadway improvements will be required. If additional roadway improvements and/or dedications are necessary, an amendment to this contract will be required.
- It is assumed Site Specifications, Notes and Details will be provided on the construction plans. The preparation of a separate Project Manual is not included in the scope of this contract but can be provided for an additional fee.

Construction plans and calculations will be provided to CLIENT for review. Any changes to the assumptions stated herein or redesign following commencement of Site Construction Plan design or preparation that requires modifications to the final plans or calculations will be deemed an additional service and an amendment to the contract will be required.

CIV-0600 – Permitting

Site Construction Plan Permitting

The following applications and approval process are assumed to be required and included in the scope of this contract. CPH will prepare submittal applications and support data for the following actions/permits:

- City of Clermont Site Permit
- St. Johns River Water Management District Environmental Resource Permit (ERP)

Unless specifically noted in this contract, no Master Land Use Plan, Conceptual Development Plan, Land Use Change, Rezoning, conditional use, special exception, dedication, development agreement, special approval or other variances/deviations are included in this task. If a Master Land Use Plan, Conceptual Development Plan, special exception, Land Use Change, Rezoning, conditional use, dedication, development agreement, special approval or other variances/deviations are necessary, an amendment to the contract and additional fee will be required.

Scope assumes one (1) submittal of applications and supporting documents, and one (1) response to agency comments. CPH will coordinate the processing of the applications through the listed regulatory agencies including attendance at a limited number of meetings. This scope includes:

- One (1) meeting or conference call with Clermont staff for review of comments
- One (1) meeting or conference call with SJRWMD
- One (1) meeting or conference call regarding utility service

If additional permits, meetings or hearings are required or other agencies are identified as having jurisdiction beyond those listed above, they will be deemed as an additional service and an amendment to the contract will be required.

Any modifications to the plans requested by the Regulatory Agencies required to comply with code that have not been discussed previously with CLIENT, will be addressed by CPH as part of these

services. Any modifications requested that are not code issues or are code issues that CLIENT was aware of will be addressed as an additional service.

Fee does not include reviewing, preparing, negotiating or submitting other documents or exhibits including, but not limited to, impact fees, opinions of probable cost, lease, purchase agreement, private development agreement, dedications, and Easements, Covenants, and Restrictions. These services will be provided for an additional fee if requested.

CIV-0700 – Construction Services

Construction observation requirements are dependent upon final design and the permit conditions as imposed by Agencies Having Jurisdiction. The scope of required construction observation is not known at this time. CPH shall provide an amendment to the contract for Bidding Assistance and Construction Observation following issuance of permits and coordination with CLIENT.

CIV-0800 – Project Management

CPH will provide project management and support for the project including the following:

- Participation in regular bi-weekly meetings with the CLIENT and other project stakeholders from NTP through Permitting. CPH will utilize the Smartsheet software platform to track the progress of the project from NTP through Close-out including schedules, permitting timelines and project status and notes. Smartsheet reports can be shared with the CLIENT to allow for up to the minute status updates. For the purposes of this scope of work, the total duration of the project shall not exceed 7 months.

2.0 COMPENSATION

Services under Basic Services will be provided on an hourly or a fixed fee basis in accordance with the table below.

Task #	Task Name	Fee Type	Fee
CIV-0100	Due Diligence	Lump Sum	\$4,500
CIV-0200	Conceptual Design	Lump Sum	\$9,000
CIV-0300	Preliminary Design	Lump Sum	\$46,400
	Preliminary Design Plans	Lump Sum	\$46,400
CIV-0500	Construction Documents	Lump Sum	\$69,600
	Final Site Construction Plans & Calculations	Lump Sum	\$69,600
CIV-0600	Permitting	Lump Sum	\$18,000
	Site Construction Plan Permitting	Lump Sum	\$18,000
CIV-0700	Construction Services	Lump Sum	NOT INCLUDED
CIV-0800	Project Management	Lump Sum	\$15,000
	Project Management	Lump Sum	\$15,000
CIVIL SCOPE TOTAL			\$162,500

3. SCOPE OF WORK CLARIFICATIONS

The Civil scope of work shall be as indicated within this exhibit. Additional scope of work in any category will be reviewed on a case by case basis and may be cause for additional services billed at the Hourly Billing Rate included as a part of this proposal or as an approved negotiated lump sum.

For all site visits and meetings, travel within 100 miles round-trip from the originating CPH office shall be included in the fees provided. Travel beyond 100 miles round-trip shall be expensed as a reimbursable cost.

Any work not specifically indicated in this proposal is excluded including but not limited to the following:

- Geotechnical studies and additional testing required by the regulatory agencies
- Environmental Site Assessment studies and surveys
- Off-site utility extension analysis and design.
- Off-site storm water analysis and design.
- Off-site roadway or intersection design and production.
- Expediting the review process of the permits identified herein.
- Any permits not identified herein.
- Fire Flow and Fire Service Design
- Bidding and Construction Observation/Certification Services
- Meetings with agencies, other consultants or CLIENT not described in the Scope of Services
- Special requests by lending institutions or other parties not described in the Scope of Services
- Assistance with lease negotiation, exhibits, analysis and easements, covenants and restriction documents.
- Permitting efforts relating to obtaining conditional use, special exception, variances or other approvals not described in the Scope of Services.
- Clearing, Grading and Tree Removal/Arbor Permit
- Design of hardscape features including but not limited to structures, fountains, site lighting, special paving, or signage
- Signalization design
- Services resulting from changes made by CLIENT following the completion of specific project tasks that require re-work by CPH
- Color Renderings
- Site Signage Design
- Lift station and forcemain design
- Preparation of Impact Fee estimates or Opinions of Probable Cost



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, May 13, 2025		
Agenda Item Name		
Agreement and Fee Waiver LSSC		
Requested Action		
Consider approval for Lake Sumter State College use of Black Box Theater with fee waiver for Tuesdays and Thursdays between 8:30am - 4:30pm during the 2025-2026 academic year.		
Staff Report		
Lake Sumter State College has rented facilities at the Arts and Recreation Center consistently since 2018 for graduations and other events. The college has been impressed with the facility and has developed a good relationship with the City staff. During the 2024-2025 academic year, Lake Sumter State College provided an academic program involving theater arts and production for their students in the Black Box Theater at the Arts and Recreation Center. Lake Sumter State College would like to continue to use the Black Box Theater with fees waived for use on Tuesdays and Thursdays from 8:30am - 4:30pm during the school year. Staff have determined that this request can continue to be accommodated. In consideration of waived fees for regular use, Lake Sumter State College will designate \$5,000 of scholarship funding for city residents who enroll in their Performing Arts Program. Lake Sumter State College requested additional days and hours to produce two performances each semester (four performances for the academic year). City staff reserved the days and times available in the Black Box Theater for Lake Sumter State College at the time of the request. Lake Sumter State College will pay for additional days and hours at the regular, non-profit rate as well as any staff-related expenses to meet technical needs.		
Additional Analysis		
Fiscal Impact Summary		
In consideration for waived fees for regular use, Lake Sumter State College will designate \$5,000 of scholarship funding for city residents who enroll in their Performing Arts Program.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. LSSC Agreement 2025-042_City of Clermont	LSSC Agreement 2025-042_City of Clermont.pdf	
2. Clermont-Arts-and-R_Lake-Sumter-Sta_25-26-GL-AL-(76_3-5-2025_307021509_1	Clermont-Arts-and-R_Lake-Sumter-Sta_25-26-GL-AL-(76_3-5-2025_307021509_1.pdf	

AGREEMENT No. 2025-042

FACILITY USE AND LICENSE AGREEMENT

THIS AGREEMENT, entered into this 13th day of May, 2025, by and between the City of Clermont, hereinafter referred to as "City," and Lake Sumter State College, hereinafter referred to as "Licensee," whose address is 1250 N. Hancock Road, Clermont, FL 34711.

WHEREAS, the City is the owner of a certain public facility located in Clermont, Florida, commonly known as the Clermont Arts & Recreation Center, hereinafter referred to as the "Site";

WHEREAS, Licensee desires to utilize certain facilities located at the Site for the purposes hereinafter set forth;

WITNESSETH: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

1. TERM AND TERMINATION

The term of this Agreement shall commence on August 11, 2025, and terminate on May 8, 2026. Upon mutual agreement of the parties, this Agreement may be renewed for up to three (3) additional terms, each corresponding to one school year (August through May). Either party may terminate this Agreement for cause at any time upon written notice to the other party. Upon termination of the Agreement, the Licensee shall, as of the effective date of the termination, cancel or terminate all activities occurring or to occur on the Site and remove all personal property of the Licensee from the Site.

2. USE OF PROPERTY

The City agrees to permit Licensee to utilize the Site for the purpose of providing instruction in Theater Arts and Production in Clermont, Florida subject to the terms and conditions set forth herein and as more particularly described in Exhibit "A" attached hereto and incorporated herein.

3. GIUDELINE AND NON-EXCLUSIVE RIGHTS

This Agreement may not be assigned or transferred in any manner by Licensee. Any such assignment or transfer is expressly prohibited. Any previously existing oral or written agreements between the parties shall be terminated as of the date of this Agreement and shall be deemed hereafter null and void and of no further force and effect whatsoever.

4. INDEMNIFICATION

Licensee shall defend, indemnify and hold harmless the City from and against all claims, damages, lawsuits, liabilities, losses and expenses, including reasonable attorney's fees and costs, arising out of or resulting from the Licensee's use of the Site. Such indemnification shall include all claims of Licensee's guests and participants. Nothing herein shall be construed or act as a waiver of any sovereign immunity that Licensee or City may enjoy.

5. INSURANCE

Licensee, at its own cost and expense, shall keep in force during the term of this Agreement's minimum insurance coverage.

- A. General Liability with limits of liability of **\$500,000** per occurrence for bodily injury property damage to include Premises/ Operations; Products, Completed Operations, and Contractual Liability. Contractual Liability and Contractual Indemnity (Hold harmless endorsement as written in Section 6.36 of the Terms and Conditions).
- B. Automobile Liability - **\$500,000** for Each Occurrence – owned/non-owned/hired automobiles included.
- C. Workers' Compensation and Employer's Liability per the statutory limits of the State of Florida Chapter 440 F.S. (**\$500,000** Each Accident and **\$500,000** Disease-Each Employee with **\$500,000** Disease-Policy Limit).
- D. Best's guide rating B+:VI or better, latest edition or as otherwise acceptable to the City.
- E. Thirty (30) days of the written cancellation notice is **required**.
- F. The City of Clermont **must** be named as an Additional Insured with regard to General Liability policies, and it **must** be stated on the certificate.

All Licensee's personal property housed or placed at the Site shall be at the sole risk of Licensee. The City shall not be liable, in any manner, for any loss or damage to any of the Licensee's or participants' personal property whatsoever.

6. COMMUNICATION

Licensee shall advise City in advance of the name and contact information for Licensee's designee for communication purposes between the City and the Licensee. Communication, information or requests for service by Licensee must be made to the Parks and Recreation Director, or their designee.

7. MAINTENANCE OF RECORDS; AUDIT

For a period ending three (3) years after the expiration or termination of this agreement, Licensee shall make all records and documents relating to this agreement available for inspection and copying by the City or any agent designated by the City. Notwithstanding anything to the contrary stated above, Licensee recognizes that certain documents that it may maintain in accordance with the use of the Site and this Agreement may be Public Records under the law of the State of Florida and, therefore, Licensee agrees that it shall comply with all applicable terms of said law to the greatest extent possible.

8. PUBLIC RECORDS

The CONTRACTOR expressly understands records associated with this project are public Records and agrees to comply with Florida's Public Records law, to include, 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 Licensee upon the termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. Licensee shall use reasonable efforts to provide all records stored electronically to the City in a format that is compatible with the information technology systems of the City.
- E. IF THE LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CONTRACTOR SHALL CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT THE CITY CLERK'S OFFICE, (352) 241-7331.

9. INSPECTION RIGHTS AND GENERAL RIGHT OF ENTRY BY CITY

The City shall have the unrestricted right at all times to enter on the premises used by Licensee to inspect the premises to ensure Licensee's compliance with the terms and conditions contained herein. This right shall include, but not be limited to, the right to enter into any program.

10. MAINTENANCE

The City will maintain the Site in accordance with the City's routine maintenance policies and plans.

11. CITY'S RIGHT TO USAGE

The City retains the right to schedule use of the Facilities to accommodate the greater need of the Clermont community.

12. FACILITY USAGE FEES

Licensee shall pay to City the regular, hourly non-profit rate for Facility Usage and technical assistance from City staff, except for use of the Black Box Theater between the hours of 8:30 am - 4:30 pm on Tuesdays and Thursdays as described in this Agreement.

- A. Facility Usage fees between the hours of 8:30am - 4:30pm on Tuesdays and Thursdays are waived by City for the Black Box Theater only for the purpose of academic instruction.
- B. Licensee shall pay any fees for additional Facility Usage at the non-profit rate in accordance with City rental policies and procedures.

- C. In consideration of fee waiver (section 12A), Licensee shall designate a total of \$5,000 of scholarship funding for residents of the City who enroll in the Licensee's Performing Arts program.

13. ENFORCEMENT OF USE POLICIES

All persons entering Site are subject to the policies set forth by the City. The Licensee is charged with the enforcement of those policies by the participants in Licensee's programs and events. Uniformed law officers may be called upon to enforce applicable City ordinances. The City may ban any program participant or event attendee from admission to the Site for such length of time as the City may deem necessary.

14. SAFETY REQUIREMENTS

The Licensee will take all reasonable precautions for the safety of, and will provide reasonable protection to prevent damage, injury, or loss to all persons and property in the Facility. The Licensee will be responsible for completing a pre-program/event safety check. Any unsafe condition/deficiency shall be reported immediately to City prior to the start of use. Commencement of use by Licensee constitutes agreement as to the safety of Site conditions. Licensee shall report all safety concerns to the City immediately.

Licensee will comply with all applicable safety laws, ordinances, rules, regulations, standards and lawful orders of any public authority bearing on the safety of persons or property, and protection of such from damage, injury or loss. Licensee will act to prevent threatened damage, injury or loss in an emergency affecting the safety of persons or property.

The City, at any time, may cancel, postpone, or delay any use, program or event due to inclement weather or any other factors which might impair the safety of the participants or cause damage to the Site. The City will advise the Licensee, as soon as reasonably possible, in the event of cancellation.

15. LICENSE ONLY

This Facility Agreement is a license for temporary use only and creates no possession or ownership interest in the Licensee, or exclusive use, of the Site. The term "Licensee" is used in this document merely for descriptive convenience and in no way creates or implies any possessory interest whatsoever.

16. SIGNS/BANNERS

All signs and banners to be used by Licensee shall be approved in advance by City and installed, erected or hung in accordance with the City's specifications. Any unapproved signage may be immediately removed by the City.

17. CONCESSIONS

Licensee may not operate a concession facility of any kind without prior written approval from the City.

18. IMPROVEMENTS

Licensee shall not make any alterations or improvements to the Site, or any facility thereon, without prior written approval from the City.

19. AMENDMENTS

This Agreement may be amended only through a written document executed by both parties.

20. ASSIGNMENT

This Agreement may not be assigned by either party without the prior written consent of the other party. Failure to comply with this provision may result in immediate termination of this Agreement.

21. NOTICE

All notices shall be in writing and sent by United States mail, certified or registered, with return receipt requested and postage prepaid, or by nationally recognized overnight courier service to the address of the party set forth below. Any such notice shall be deemed given when received by the party to whom it is intended.

OWNER

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

LICENSEE

Lake Sumter State College
1250 N. Hancock Road
Clermont, FL 34711
Attn: President

22. GOVERNING LAW/VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action hereunder shall be exclusively in Lake County, Florida.

23. SIGNATORY

Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform this Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Agreement as stated.

24. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties. No promises, representations, warranties or covenants not included herein has been or shall be relied upon by either party. Any modifications, additions, or amendments hereto must be in writing and signed oy all parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

CITY OF CLERMONT

ATTEST

SIGNATURE
Tim Murry

FULL NAME
Mayor

TITLE

DATE SIGNED

SIGNATURE
Tracy Ackroyd Howe

FULL NAME
City Clerk

TITLE

DATE SIGNED

STAMP

LAKE SUMTER STATE COLLEGE

SIGNATURE

FULL NAME

TITLE

DATE SIGNED



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/5/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 200 South Orange Avenue Orlando FL 32801	CONTACT NAME: PHONE (A/C, No, Ext): 407-370-2320 FAX (A/C, No): 407-370-3057 E-MAIL ADDRESS:
INSURED Lake-Sumter State College 9501 US Highway 441 Leesburg, FL 34788-8751	INSURER(S) AFFORDING COVERAGE INSURER A: Qualified Self Insurer INSURER B: Safety National Casualty Corporation INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 307021509**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			RM20250301	3/1/2025	3/1/2026	EACH OCCURRENCE \$200,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ Ea Occurrence Agg \$300,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			RM20250301	3/1/2025	3/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$200,000 BODILY INJURY (Per accident) \$300,000 PROPERTY DAMAGE (Per accident) \$ Included \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	SP4068114	3/1/2025	3/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

GL & AL: Self Insured per Florida Statute 768.28. WC: Statutory, Excess of \$750,000 Self Insured Retention.

Commencement ceremony for graduates of Lake-Sumter State College held at the Clermont Arts and Recreation Center.

CERTIFICATE HOLDER**CANCELLATION**Clermont Arts and Recreation Center
3700 S. Highway 27
Clermont FL 34711
USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date	
Tuesday, May 13, 2025	
Agenda Item Name	
Pig On the Pond Event and Boat Ramp Closure Request	
Requested Action	
Recommend approval of Pig On the Pond to be held March 27, 28, and 29, 2026 to be held at Waterfront Park with open container in approved area, fee waiver, signage on City property, fireworks, staff assistance and trail and boat ramp closure.	
Staff Report	
Pig on the Pond requests the following: *Approval of the event on Friday, March 27 (5pm–10pm), Saturday, March 28 (10am–10pm), Sunday, March 29 (11am–5pm) at Waterfront Park. *Open containers are permitted in the approved beverage area. Pig on the Pond has agreed to hire the appropriate number of off-duty officers as required by the Clermont Police Department. *A section of the trail to be closed during the course of the event (March 27, 28, 29). Detour signs will be put up for patrons wishing to use the trail during the closure time. Non-paying individuals will be permitted to walk through and/or dismount from their bicycles and continue along the trail without paying. *Fireworks on the evening of Saturday, March 28, are to be launched from Lake Minneola and will adhere to state, local and DEP requirements. * Boat ramp closure on March 27, 28, 29 in order to provide parking for event attendees. * Fee waivers for permits and the use of Waterfront Park from March 24 through March 30 in an estimated total amount of \$23,040, broken down as follows: Waterfront Park Facility Rental Fees - \$9,900 Tent Permits - \$130 Fireworks Permit - \$575 Fire Department Fees - \$3,195 Public Works Fees - \$9,240 Total: \$23,040 * The organization is also requesting to have signage placed by City staff on City property at the following locations: 8' x3' Signage - Installed on March 7, 2026, and removed by March 30, 2026 1 NE Corner of Steve's Road and Citrus Tower 1 SE Corner of Steve's Road and Citrus Tower 2 Hwy 50 & Cut Road at the Clermont Water Tower 1 Hwy 50 past 12th Street East- 1 Palm Street entrance to Waterfront Park 1 Waterfront Park next to the Splash Park	
Additional Analysis	
Fiscal Impact Summary	
Estimated fees waived based on previous Pig on the Pond events:	
Waterfront Park Rental Fees - \$9,900 Tent Permits - \$130	

Fireworks Permit - \$575
Fire Department Fees - \$3,195
Public Works Fees - \$9,240

Total: \$23,040

Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Special Event Application - Pig on the Pond	Special Event Application - Pig on the Pond.pdf	



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date March 27, 2025

Name of Event Pig on the Pond Community Festival

Date(s) of Event March 27-29, 2026 Estimated Attendance: 20,000

Event Start Time: 5 PM, March 27, 2026 Event End Time: 5 PM, March 29, 2026

Before Event Setup Time: 8 AM, March 23, 2026 After Event Cleanup Time: 5 PM, March 30, 2026

Name of Organization/Applicant Project Scholars

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

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

Non-Profit documentation must be provided with application.

Tax Exempt ☒ Yes ☐ No If yes, provide Tax Exempt # 85-801295983oc-4

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

Federal ID # or Driver's License # 54-2079731

Event Contact Paul Rountree, board president Email paulr@bankonmainstreet.com

Day Phone 407-467-0685 Cell Phone Same

Address P.O. Box 121543 City Clermont State FL Zip 34712

Justin Nichols, board vice president Phone # 407-625-8209 Secondary Contact

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

Net proceeds fund four-year scholarships for four south Lake County students each year chosen by Project Scholars.

Briefly Describe Event: Pig on the Pond is a family-friendly, three-day festival at Waterfront Park. The event includes a carnival, live music, fireworks, food and beverages and activities for kids. The purpose of the event is to raise funds for scholarships and to partner with the City of Clermont to provide a signature community event.

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

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

Other Location: We will need to use the boat ramp area and old boat ramp area for parking.

PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AND RETURN WITH YOUR APPLICATION

Alcohol Served: ☒ Yes ☐ No

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

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

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

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

Additional permits may be required based on use

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

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

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

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

Cooking Equipment Use: ☒ Yes ☐ No

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

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

Insurance may be required by provider

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

Insurance may be required by provider

Pyrotechnic/Fireworks Displays: ☒ Yes ☐ No

If Yes, requires separate approval process completed by Company with the Fire Prevention Division.

The release of Sky Lanterns is not permitted under state law.

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

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

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

If Yes, requires separate approval process completed by applicant with the Clermont Police Department and Clermont Fire Department.

Law enforcement or fire/ems stand-by may be required by the City for certain events/activities and at the applicant's cost.

Live Television or Radio Broadcast: ☐ Yes ☒ No

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

Describe: There will be live music and other entertainment on the pavilion stage.

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

Banners or Attention Getting Devices: ☒ Yes ☐ No

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

Is this event: ☒ Public ☐ Private Is another promoter/producer assisting with your event? ☒ Yes ☐ No
Professional event management is anticipated.

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

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

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

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

SPECIAL EVENTS COST ESTIMATOR

NAME OF EVENT: Pig on the Pond Community Festival
 DATE OF EVENT: March 27-29, 2026
 EVENT CONTACT: Paul Rountree, Board President -- 407-467-0685, paulr@bankonmainstreet.com
 REFUND MAILING ADDRESS: P.O. Box 121543

Street Address
 Clermont FL 34712
 City ST Zip
 407-467-0685

CELL PHONE:

Payment Deadline:

Application Fee and deposit are due upon submission

Final payment is due 30 days prior to event date.

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

	NON-PROFIT/ RESIDENT RATE	BUSINESS/ NON-RESIDENT RATE	SPECIAL INSTRUCTION	FEE
Application Fee	\$10	\$10	Non-Refundable	\$10
CITY PROPERTY:				
HIGHLANDER BUILDING AND PAVILION ~ AREA A (BLUE)				
Deposit	\$250	\$250	Refundable	In-kind
Hourly Fee	\$100	\$200	Per Hour (2 Hour Minimum)	
Daily Fee	\$700	\$1100		In-kind
PARK AREA ~ AREA B (RED)				
Deposit	\$150	\$150	Refundable	In-kind
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		In-kind
WATERFRONT ~ AREA C (YELLOW)				
Deposit	\$350	\$350	Refundable	In-kind
Hourly Fee	\$200	\$300	Per Hour (2 Hour Minimum)	
Daily Fee	\$1500	\$2500		In-kind
Each Consecutive Day	\$1200	\$2000		
CITY HALL PARK - DOWNTOWN ~ AREA D (GREEN)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
VICTORY POINTE				
Deposit	\$150	\$150	Refundable	In-kind
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		In-kind
~ ADDITIONAL FEES ~ TO BE DETERMINED BY CITY STAFF				
Additional City Staff	\$35	\$35	Per Person, Per Hour	In-kind
Public Works Event Staff	\$35	\$35	4 hr. min, per staff	In-kind
Police Officer	\$42	\$42	4 hr. min, Per Officer	In-kind
Fire/ EMS	\$60	\$60	4 hr. min, 2 staff min	In-kind
Fire Boat in the Water	\$100	\$100	Per Hour	
Sales Tax				
GRAND TOTAL				

Resident/Non-Profit rate is defined as

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

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

Non-Resident/Business rate is defined as

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

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

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

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

Indemnification, Insurance and Additional Costs

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



Project Scholars Board President

Applicant's Signature

Title

Paul Rountree

March 27, 2025

Printed Name

Date

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

Department / Division Routing:

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

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



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date			
Tuesday, May 13, 2025			
Agenda Item Name			
Open Container Request <i>Citrus Champs Carnival</i>			
Requested Action			
Approve the Marz Event Management "Citrus Champs Carnivale" event Open Container request.			
Staff Report			
Marz Event Management company is hosting their second annual Citrus Champs Carnival event on February 7, 2026, from 12pm to 9pm at Victory Pointe. They consider this to be a unique cultural event celebrating different cultures that celebrate Carnival through festive costumes, dance, music, and food. They are requesting permission to have alcohol at this event. They will have the appropriate documentation and permits to have alcohol served. They will also hire the amount of Clermont PD required for the safety of the patrons who attend the event. The open container area will be at Victory Pointe: east of the trail bollards at the overpass on the west side of Victory Pointe, north of the bollards on Victory Way, west of the Osceola Street parking lot with fencing/bike racks in place to designate the area.			
Additional Analysis			
Fiscal Impact Summary			
None.			
Fiscal Impact	Fund Number and Description	Available Budget Amount	
Exhibits Attached (copies of original agreements)			
1.	application and map	application and map.pdf	



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date 2/10/25
 Name of Event Citrus Champs Carnival
 Date(s) of Event 2/7/26 Estimated Attendance: 500
 Event Start Time: 12PM Event End Time: 9PM
 Before Event Setup Time: 7AM After Event Cleanup Time: 11PM
 Name of Organization/Applicant Marz Event Management

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

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

Non-Profit documentation must be provided with application.

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

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

Federal ID # or Driver's License # 92-0712190

Event Contact Maritza Rivera Email maritza@marzevents.com

Day Phone _____ Cell Phone 561-951-4035

Address 15624 Charter Oaks Trail City Clermont State FL Zip 34711

Secondary Contact _____ Phone # _____

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

Briefly Describe Event: A cultural event celebrating different cultures that Clermont represents which celebrate carnival through festive costumes, dance, music, and food.

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

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

Other Location: _____

PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AND RETURN WITH YOUR APPLICATION

Alcohol Served: ☒ Yes ☐ No

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

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

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

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

Additional permits may be required based on use

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

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

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

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

Cooking Equipment Use: ☒ Yes ☐ No

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

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

Insurance may be required by provider

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

Insurance may be required by provider

Pyrotechnic/Fireworks Displays: ☐ Yes ☒ No

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

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

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

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

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

Live Television or Radio Broadcast: ☒ Yes ☐ No

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

Describe: _____

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

Banners or Attention Getting Devices: ☐ Yes ☒ No

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

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

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

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

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

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

SPECIAL EVENTS COST ESTIMATOR

NAME OF EVENT:	Citrus Champs Carnival		
DATE OF EVENT:	2/7/26		
EVENT CONTACT:	Maritza Rivera		
REFUND MAILING ADDRESS:	15624 Charter Oaks Trail		
	Street Address		
	Clermont	FL	34711
	City	ST	Zip
CELL PHONE:	561-951-4035		

Payment Deadline:

Application Fee and deposit are due upon submission

Final payment is due 30 days prior to event date.

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

	NON-PROFIT/ RESIDENT RATE	BUSINESS/ NON-RESIDENT RATE	SPECIAL INSTRUCTION	FEE
Application Fee	\$10	\$10	Non-Refundable	\$10
CITY PROPERTY:				
HIGHLANDER BUILDING AND PAVILION ~ AREA A (BLUE)				
Deposit	\$250	\$250	Refundable	
Hourly Fee	\$100	\$200	Per Hour (2 Hour Minimum)	
Daily Fee	\$700	\$1100		
PARK AREA ~ AREA B (RED)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
WATERFRONT ~ AREA C (YELLOW)				
Deposit	\$350	\$350	Refundable	
Hourly Fee	\$200	\$300	Per Hour (2 Hour Minimum)	
Daily Fee	\$1500	\$2500		
Each Consecutive Day	\$1200	\$2000		
CITY HALL PARK - DOWNTOWN ~ AREA D (GREEN)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
VICTORY POINTE				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
~ ADDITIONAL FEES ~ TO BE DETERMINED BY CITY STAFF				
Additional City Staff	\$35	\$35	Per Person, Per Hour	
Public Works Event Staff	\$35	\$35	4 hr. min, per staff	
Police Officer	\$52	\$52	4 hr. min, Per Officer	
Fire/ EMS Med Cart	\$150	\$150	4 hr. min, 2 staff min	
Fire Boat in the Water	\$300	\$300	Per Hour	
Sales Tax				
GRAND TOTAL				

Resident/Non-Profit rate is defined as

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

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

Non-Resident/Business rate is defined as

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

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

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

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

Indemnification, Insurance and Additional Costs

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

Maritza Rivera
Applicant's Signature

Maritza Rivera

Printed Name

President

Title

2/10/25

Date

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

Department / Division Routing:

a) Parks & Rec. Dept.

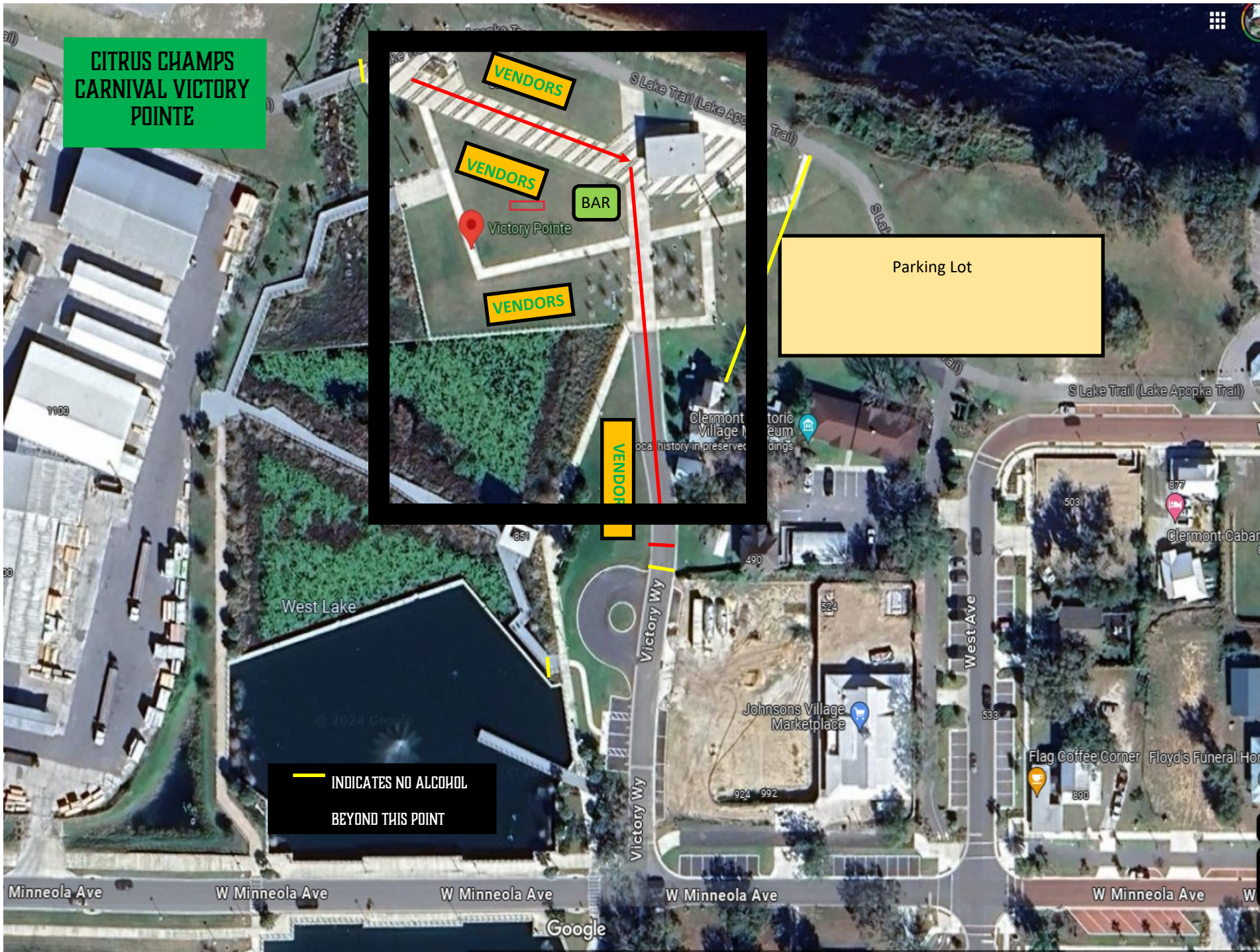
b) Police Department

c) Fire Department

d) Public Works Dept.

e) Development Services Dept.

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



**AGENDA ITEM**

Meeting Date	
Tuesday, May 13, 2025	
Agenda Item Name	
Film Production Road Closure Request <i>Root & Branch Films</i>	
Requested Action	
Root & Branch Films is requesting approval of Road Closures for the dates of August 11, 2025 - August 15, 2025 from 8 PM - 6 AM for the purpose of overnight film production.	
Staff Report	
Root & Branch Films is requesting approval of Road Closures for the dates of August 11, 2025–August 15, 2025, from 8 PM - 6 AM for the purpose of overnight film production. Below is the tentative plan for the various evening shoots, but this will likely be modified slightly as production gets closer. The requester understands that notice must be provided to all impacted businesses and that any fire / police support staff required must be assigned at their cost during production. Night 1: August 11, 2025 • Montrose and 7th • Some driving sequences on Montrose • Montrose and 8th • Minneola • 8th and Osceola. Night 2: August 12, 2025 • Montrose between 7th and 8th streets for a driving/foot chase/scuffle. Night 3: August 13, 2025 • Intersection of Montrose and 8th • 8th Street from Montrose to Minneola Night 4: August 14: • This would be a pickup night. The goal is to grab any insert shots or re-capture anything that needs a little more work after reviewing the dailies. The streets used during this evening could vary based on what we need to capture, but the goal is to have no stunt elements this evening.	
Additional Analysis	
Fiscal Impact Summary	
None.	

Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Permit Application -- The Nearly Forgotten Incident	Permit Application -- The Nearly Forgotten Incident.pdf	



MOTION PHOTOGRAPHY PRODUCTION PERMIT

CITY OF CLERMONT

PRODUCTION COMPANY/APPLICANT Root and Branch Films, LLC

ADDRESS 25 Crosby St. CITY Brooksville

STATE FL ZIP 34601 PHONE 3525848753

REPRESENTATIVE NAME & TITLE Kyle Marra - Executive Producer/Writer/Director

ON-SITE PRODUCTION COORDINATOR Kyle Marra

ON-SITE PHONE 3525848753

PRODUCTION MANAGER Audra Thomason

PRODUCTION MANAGER EMAIL contact@oddlifestudios.com

PROJECT TITLE The Nearly Forgotten Incident - POC

Estimated Total Budget	<u>101,000</u>	Estimated Local Budget	<u>70,000</u>
Total Cost	<u>101,000</u>	Local Cost	<u>70,000</u>
Total Crew	<u>20</u>	Local Crew	<u>N/A</u>
Total Room Nights	<u>5</u>	Production Days – Prep to Wrap	<u>6</u>

Production Location	Dates & Times (Including Rain Dates + Times)
Downtown Clermont Intersection of Montrose Street & 7th The Alley beside 360 Florida Real Estate School	August 11, 2025-August 15, 2025 These will be overnight shoots, some set up may start in the early afternoon, but shooting will not
The outdoor property behind 360 Real Estate - pending permission Montrose and 8th 8th Street	These will be overnight shoots, some set up may start in the early afternoon, but shooting will not commence until the sun goes down. These locations will be spread across above dates.
Exterior of Becker Funeral Home pending permission Intersection of 8th and W Osceola	August 18-22, 2025 for rain dates

PLEASE EMAIL COMPLETED FORM TO ccody@clermontfl.org



MOTION PHOTOGRAPHY PRODUCTION PERMIT

CITY OF CLERMONT

PRODUCTION COMPANY Root & Branch Films, LLC FILMING DATE(S) August 11-15, 2025

If there is not enough space below, attach a separate sheet of paper with the required information.

PRODUCTION SCHEDULE: Include all relevant information such as production activity, number of cast and crew involved, number of production vehicles at location any temporary structures, etc.

Filming will begin the night of August 11th with overnight shoots each day. We will conclude filming in Clermont by the morning of August 15th.

Our team includes 12 crew members: Director, Camera Operator, Production Manager, Gaffer, Assistant Camera, PA, Boom Operator, Makeup/Hair, Special Effects, Behind-the-Scenes Videographer, Stunt Coordinator, and Armorer. We will also have six cast members and 2–3 stunt performers.

This is a 1960s espionage short film involving a secretive meeting and a high-stakes escape. Filming will take place in downtown Clermont, primarily along Montrose Street between 7th and 8th.

We'll have two picture cars and one vehicle per crew member. There are no temporary structures. Fog effects will be used to enhance the atmosphere.

CITY, COUNTY OR STATE SERVICES: Describe any additional personnel, facilities, or assistance needed.

For example – police escort restroom use, extended hours, etc.

We request street closures during overnight shoots for safety, due to vehicle movement, stunt work, and fog effects. We would also like to request one police officer and two EMS personnel on site each night. Each shoot will run approximately 8–10 hours. Filming will occur on weeknights to avoid disrupting local weekend business activity. Additionally, we request access to public restrooms and power sources for fog machines—though we can provide generators if necessary.

PLEASE EMAIL COMPLETED FORM TO ccody@clermontfl.org



MOTION PHOTOGRAPHY PRODUCTION PERMIT

CITY OF CLERMONT

PRODUCTION COMPANY Root and Branch Films FILMING DATE(S) August 11-15, 2025

SPECIAL EFFECTS: Check any applicable categories and include a detailed explanation of the activity.

Stunts	Explosives	Firearms	Fireworks	Incendiary Devices	Other
☒	☐	☒	☐	☐	☐

Explain:

This production includes practical fog, blank-firing weapons, and stunt driving. A licensed armorer will manage all prop firearms, which will only fire theatrical blanks under controlled conditions. All vehicle stunts will be performed by trained drivers and supervised by a professional coordinator. No pyrotechnics will be used. All effects will be staged with safety as the top priority, in full coordination with law enforcement and emergency services.

TRAFFIC CONTROL AND PARKING: Describe all traffic control and parking arrangements necessary. When

requesting parking, road closure or intermittent traffic control, a map of the impacted area must be included.

We respectfully request temporary street closures for the safety of our cast, crew, and pedestrians during overnight filming involving vehicle stunts and special effects. Specifically, we are requesting closures at the following locations:

Montrose Street between 7th and 8th

The intersections of Montrose & 7th and Montrose & 8th

8th Street from Montrose to W. Osceola (on one designated night only)

W. Minneola Avenue (on one designated night only)

These closures are essential to create a secure working environment and to preserve the visual integrity of our 1960s period setting. The presence of modern vehicles would break continuity and compromise the illusion we're creating for viewers.

After offloading necessary equipment, crew members will relocate their vehicles to available local parking to ensure they are not visible during filming. A detailed map of all affected areas will be provided with this request.

PLEASE EMAIL COMPLETED FORM TO ccody@clermontfl.org



MOTION PHOTOGRAPHY PRODUCTION PERMIT

CITY OF CLERMONT

PRODUCTION COMPANY Root and Branch Films, LLC FILMING DATE(S) August 11-15, 2025

APPLICANT'S CERTIFICATION

The applicant agrees to abide by the provisions of the City/County/State Codes pertaining to Motion Photography Production, as represented by this permit and any attachments. In addition, the applicant agrees to restore location production sites to the condition existing immediately prior to production. This permit is to be in possession of the production company at all times while on location and also must be presented upon request by any City/County/State authorized agent. The person whose signature appears below certifies that he/she is an authorized agent of the applicant and is duly authorized on the applicant's behalf to execute this application.

INDEMNIFICATION

The applicant indemnifies and holds harmless the City of Clermont, its officers and employees, from and against all claims, damages, losses and expenses, including reasonable attorney's fees, arising out of or resulting from the acts or omissions of applicant, its contractors, subcontractors, their employees, agents or servants, during the filming and all activities associated therewith for which this application is filed, including the use of any city owned property.

INSURANCE CERTIFICATE

An Insurance Certificate additionally insuring The City of Clermont as the Certificate Holder, in the amount of no less than \$1,000,000 or \$5,000,000 in the case of explosives/stunts, must be attached to this application.

APPLICANT SIGNATURE  DATE 4/13/25
NAME & TITLE (PRINT) Kyle Marra - Executive Producer/Writer/Director

AUTHORIZATION FOR PERMIT APPROVAL: FOR FILM OFFICE ONLY

POLICE/SHERIFF'S DEPT. _____ DATE _____
FIRE DEPT. _____ DATE _____
RISK MANAGEMENT _____ DATE _____
TRAFFIC & ENGINEERING _____ DATE _____
PARKS/RECREATION DEPT. _____ DATE _____
CODE ENFORCEMENT _____ DATE _____
CITY/COUNTY DESIGNEE _____ DATE _____

PLEASE EMAIL COMPLETED FORM TO ccody@clermontfl.org



MOTION PHOTOGRAPHY PRODUCTION PERMIT

CITY OF CLERMONT

REQUIRED DOCUMENTS TO BE INCLUDED WITH THE PERMIT APPLICATION

☐

Neighborhood Letter (if applicable)

If filming at a residence, please attached a letter to be distributed to the surrounding neighbors within a 500 ft. circumference, as well as signed consent from properties on the immediate left, right, front and back.

☒

Business Letter (if applicable)

If filming at a business, please attach a letter to be distributed to surrounding businesses within a 500 ft. circumference, as well as signed consent from businesses on the immediate left, right, front and back.

☒

Map

If filming at a resident/business where you will be parking your production/crew vehicles on the street, please include a map that indicates where everyone will park.

Also, if filming at a park, please include a map that indicates where you will be filming on park property.

☒

Certificate of Insurance

All filming in the City of Clermont requires applicants to produce a certificate of insurance additionally insuring the city/county of your filming jurisdiction.

☐

Project Summary Document (next page)

Please fill out a Project Summary Document and return it to the Film Commission. This document is an important piece in helping track local spend information. Individual project information will *not* be shared unless written permission is received to do so. Any information collected will only be shared as part of a larger number, used to assist in highlighting the importance and positive impact of the Film Industry on our Central Florida region. Note: While final spend information is preferred, this document can be submitted prior to filming, with estimated spend information.

PLEASE EMAIL COMPLETED FORM TO ccody@clermontfl.org

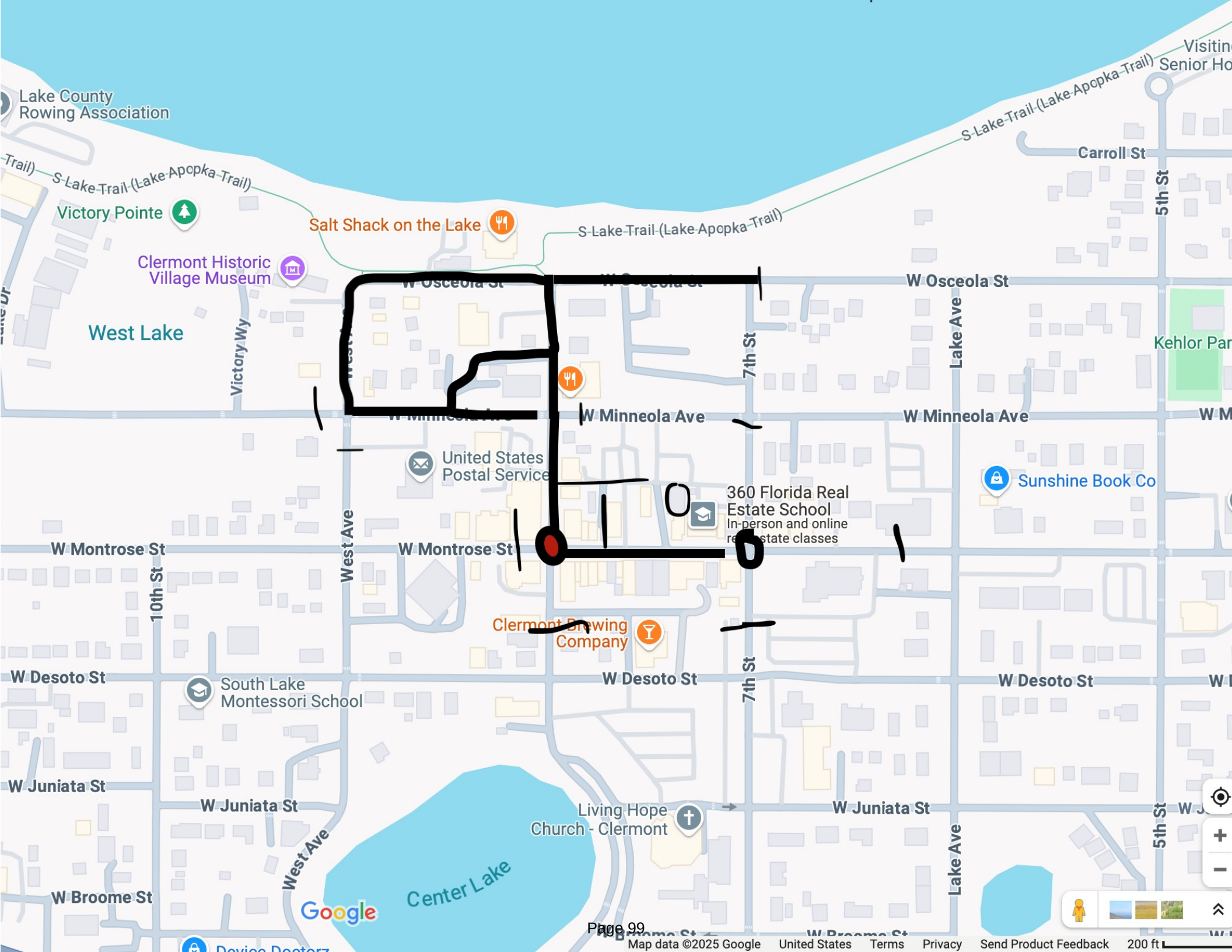


FINAL PROJECT SUMMARY

PROJECT NAME: The Nearly Forgotten Incident		PROJECT DATES: August 11-15, 2025	
COMPANY NAME: Root and Branch Films			
ADDRESS: 25 Crosby St.		CITY/STATE/ZIP: Brooksville, FL 34601	
PHONE: 3525848753		COMPANY WEBSITE: rootandbranchfilms.com	
CONTACT NAME: Kyle Marra		CONTACT TITLE: Executive Producer/Writer/Director	
CONTACT PHONE: 3525848752		CONTACT EMAIL: kyle@rootandbranchfilms.com	
Check all that apply: ☒ Film ☐ Television ☐ Commercial ☐ Student ☐ Other			
PROJECT DESCRIPTION: When a brilliant scientist arrives under cover of fog to deliver a world-altering invention, he must choose between handing it over to shadowy government agents—or destroying it himself, in a fight to protect the future from his own			
BUDGET BREAKDOWN:			
Total Budget:	\$ 101,000	Local Budget:	\$ 70,000
Total Crew # 12	\$ 11,000	Police/Security:	\$ 2000
Local Crew # N/A	\$ 0	Total # Production Days:	# 5
Total Cast # 8	\$ 30,000	Local # Production Days:	# 4
Local Catering:	\$ TBD	Local # Room Nights:	# 5-6
Local Car & Van Rental:	\$ TBD	Local Accommodation Spend:	\$ 15,000
Qualified Production Facility: ☒ yes ☐ no		Facility Name: N/A	
Local Equipment Rental:	\$ N/A	Studio/Stage Rental:	\$ 0
Miscellaneous:	\$ 8,000	Set Construction:	\$ 0
Florida State Tax Exempt? ☐ yes ☒ no			
VENDORS: Please attach a list of vendors for our reference. List of vendors attached. ☐ yes ☒ no			

Name/Title: Kyle Marra - Executive Producer	Date: 4/18/25
Signature:	

PLEASE EMAIL COMPLETED FORM TO ccody@clermontfl.org





Root and Branch Films

25 Crosby St.
Brooksville, FL 34601
352-584-8753 | Kyle@rootandbranchfilms.com
April 13, 2025

RE: Upcoming Film Production in Your Area – *The Nearly Forgotten Incident* – POC

Dear Business Owner/Manager,

We are writing to inform you that a professional film crew will be conducting a short film production in your area on **[insert dates of filming]**, during the overnight hours. The scenes will be filmed on and around **Montrose Street between 7th and 8th, 8th Street up to W Osceola, and W Minneola Avenue**, with all activity planned to minimize disruption to local businesses.

Our project, “**The Nearly Forgotten Incident**,” is a narrative short set in the 1960s and includes overnight filming with period-appropriate vehicles, atmospheric fog effects, simulated gunfire using blank-firing weapons under professional supervision, and tightly controlled stunt driving—all performed under the guidance of a licensed armorer and professional stunt coordinator. Safety is our top priority, and we are working closely with local authorities to ensure a secure and respectful process.

We are requesting temporary street closures in the immediate filming area for safety and to preserve the setting’s period-accurate appearance. Our crew is committed to keeping noise, lighting, and traffic disruptions to an absolute minimum and will be using nearby parking after unloading to avoid congestion.

We kindly ask for your support and consent to proceed with this work, and we are happy to answer any questions you may have. A production representative will visit your business soon with a consent form and to address any specific concerns. Thank you for your understanding and for helping us bring this story to life.

Sincerely,

Kyle Marra

Producer, *The Nearly Forgotten Incident*



To Whom It May Concern,
Becker Funeral Home
806 W. Minneola Ave
Clermont, FL 34711

Dear Becker Funeral Home Team,

We are currently in pre-production for a short film titled *The Nearly Forgotten Incident*, a 1960s-inspired suspense drama scheduled to shoot in downtown Clermont this August. As part of our location planning, we are seeking your permission to use the **exterior area in front of your garage bays** at Becker Funeral Home for a brief scene featuring two characters inside a parked car. This will be a non-disruptive exterior shot with minimal crew present, and no dialogue or sound recorded on site.

We anticipate filming this scene **on the evening of August 14th or 15th**, pending the duration of stunt work scheduled on the 14th. The scene will require the vehicle to park briefly on your property near the garage area, with all filming conducted from a respectful distance without interference to your daily operations.

In appreciation for your generosity, **we would be honored to include Becker Funeral Home in the “Special Thanks” section of our film credits and to mention your business in our promotional materials** and social media campaigns related to the film.

Please don't hesitate to reach out with any questions or if you would like to discuss further. We would be happy to provide a Certificate of Insurance and answer any logistical or safety concerns you may have.

Thank you very much for your consideration and support of local film production in Clermont.

Warm regards,

Kyle Marra

Producer, *The Nearly Forgotten Incident*



To Whom It May Concern:

Coreellie's Pantry
801 Montrose St
Clermont, FL 34711

Dear Property Manager,

I'm writing on behalf of the production team for *The Nearly Forgotten Incident*, a short film scheduled to be filmed in downtown Clermont this August. We're respectfully requesting permission to film a brief action scene **in the alleyway adjacent to Coreellie's Pantry**, located between your building and 360 Florida Real Estate School.

This scene features a suspenseful pursuit between two characters, including a **small stunt sequence with carefully choreographed movement**. It will be supervised by a licensed stunt coordinator and conducted with the utmost professionalism to ensure safety and respect for surrounding properties. **No damage will occur**, and the area will be restored to its original condition immediately after filming.

Filming is scheduled to occur **overnight on August 12th or 13th**, to minimize any disruption to your business or customers. We are working closely with the City of Clermont to secure all appropriate permits and emergency services for safety.

As a thank you for your support, **Coreellie's Pantry will be credited in the "Special Thanks" section of the film**, and acknowledged in our promotional materials and social media outreach related to the project.

We'll follow up soon with additional details and a consent form. Please don't hesitate to reach out with any questions or requests.

Thank you for your time and consideration.
Warm regards,

Kyle Marra
Producer, *The Nearly Forgotten Incident*
352-584-8753
kyle@rootandbranchfilms.com



**To Whom It May Concern,
360 Florida Real Estate School
803 Montrose St
Clermont, FL 34711**

Dear 360 Florida Real Estate School Team,

We are currently in pre-production for a short film titled *The Nearly Forgotten Incident*, a stylized 1960s thriller scheduled to film in downtown Clermont this August. As part of our production, we are kindly requesting your permission to use the rear lot behind your building for a key overnight scene.

This sequence will involve a brief, choreographed fight scene that begins in the alleyway between your building and Corellie's Pantry and continues into your back lot area, ideally under the awning located behind your facility. The scene will be shot entirely outside and will be carefully managed by our professional stunt coordinator and crew to ensure complete safety and respect for your property.

We anticipate filming this portion overnight on August 12th or 13th, depending on the flow of production and the needs of surrounding locations.

As a token of our appreciation, we would be honored to include 360 Florida Real Estate School in the "Special Thanks" section of our film credits, and to mention your business in our promotional materials during the film's marketing run.

If approved, we are happy to provide any requested insurance documentation, accommodate business needs, and coordinate a walkthrough ahead of filming to address any questions or concerns.

Thank you for your time and consideration in supporting this local creative effort.

Warm regards,

Kyle Marra
Producer, *The Nearly Forgotten Incident*
352-584-8753
kyle@rootandbranchfilms.com



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date																														
Tuesday, May 13, 2025																														
Agenda Item Name																														
Surplus Request																														
Requested Action																														
The Procurement Services Department requests approval to declare end-of-life inventory as surplus from the Information Technology and Fire Departments and provide disposal per the Procurement Policy.																														
Staff Report																														
The Procurement Services Department, on behalf of the Information Technology and Fire Departments, recommends approval of the surplus request. The following inventory has reached its end-of-life service, and approval to surplus these items is requested: <table border="1"> <thead> <tr> <th>Department</th> <th>Qty.</th> <th>Property Description</th> </tr> </thead> <tbody> <tr> <td>Fire</td> <td>25</td> <td>Lumbar Escape Bailout Packs</td> </tr> <tr> <td>Information Technology</td> <td>7</td> <td>Dell Optiplex 7040 Computers</td> </tr> <tr> <td>Information Technology</td> <td>2</td> <td>Dell Optiplex 7050 Computers</td> </tr> <tr> <td>Information Technology</td> <td>3</td> <td>Dell Monitors</td> </tr> <tr> <td>Information Technology</td> <td>1</td> <td>Dell Latitude 5410 Laptop</td> </tr> <tr> <td>Information Technology</td> <td>1</td> <td>Microsoft Surface Pro Tablet</td> </tr> <tr> <td>Information Technology</td> <td>2</td> <td>APC Smart Uninterruptible Power Supply</td> </tr> <tr> <td>Information Technology</td> <td>1</td> <td>Dell Latitude 5410 Laptop</td> </tr> </tbody> </table>				Department	Qty.	Property Description	Fire	25	Lumbar Escape Bailout Packs	Information Technology	7	Dell Optiplex 7040 Computers	Information Technology	2	Dell Optiplex 7050 Computers	Information Technology	3	Dell Monitors	Information Technology	1	Dell Latitude 5410 Laptop	Information Technology	1	Microsoft Surface Pro Tablet	Information Technology	2	APC Smart Uninterruptible Power Supply	Information Technology	1	Dell Latitude 5410 Laptop
Department	Qty.	Property Description																												
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Information Technology	2	APC Smart Uninterruptible Power Supply																												
Information Technology	1	Dell Latitude 5410 Laptop																												
The salvageable surplus property will be listed on www.GovDeals.com, an electronic public auction website for government property. The non-salvageable property will be disposed of appropriately. Donated property will be given to the Valencia College fire training program.																														
Additional Analysis																														
Fiscal Impact Summary																														
The surplus property has an anticipated value of \$200.00																														
Fiscal Impact	Fund Number and Description	Available Budget Amount																												
Exhibits Attached (copies of original agreements)																														
1.	Information Technology Disposal Forms	Information Technology Disposal Forms.pdf																												
2.	Fire Department Disposal Form	Fire Department Disposal Form.pdf																												



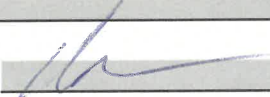
PROPERTY DISPOSAL FORM

Dept. / Division: INFO. TECH. Property Tag #:
Contact Person: Jose Bonilla Phone: 6614
Year / Make / Model: Optiplex7050 Vehicle No.
Miles / Hours: Serial / VIN: Multiple below
Description of Property (7) optiplex 7040

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

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

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☒ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:** Hard drive removed, 93M5262, 2XJHMF2, 2XNGMF2, 2XMKMF2, 2XLLMFM2, 2XKFMF2,
2XPCMF2

Director Signature: 

Date: 4/15/20

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:

Revised 4/12/2017



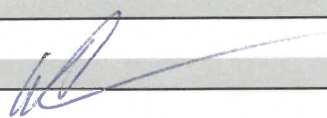
PROPERTY DISPOSAL FORM

Dept. / Division: INFO. TECH. Property Tag #:
Contact Person: Jose Bonilla Phone: 6614
Year / Make / Model: Optiplex7050 Vehicle No.
Miles / Hours: Serial / VIN: 59T8DL2, 46T8DL2
Description of Property (2) optiplex 7050

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

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

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

Director Signature: 

Date: 4/15/20

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:

Revised 4/12/2017



Property Tag #: _____

Phone: 7378 _____

Vehicle No.

Serial / VIN: 029682142253

Description of Property	Tablet
-------------------------	--------

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

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

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

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

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

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

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

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

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

☐ OTHER: _____

Date: 5/1/25

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

Agenda Item: _____

Date Disposed: _____

Date: _____

Munis Asset Number: _____

Revised 5/2/2023



PROPERTY DISPOSAL FORM

Dept. / Division: FIRE/FIRE Property Tag #: See list
 Contact Person: Bryan Bull Phone: 352-394-7662
 Year / Make / Model: _____ Vehicle No. _____
 Miles / Hours: _____ Serial / VIN: _____
 Description of Property Surplus Lumbar Escape Bail out Packs

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

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

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

Director Signature: Signed by:
David Ezell
DADCB525C158496... Date: 5/2/2025

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

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

Revised 4/12/2017

Bailout Bags

Part	Lot
300983	m20184-070
300983	m20044-045
300983	m20044-030
300983	m20122-192
300983	m20122-166
300983	m20184-061
300983	m20044-007
300983	m20122-191
300981	13337
300983	m20122-164
300983	m20044-028
300983	m20044-066
300983	m20044-014
300983	m20122-187
300983	m20122-167
300983	m20122-196
300983	m20044-010
300983	m20044-018
300983	m20044-005
300983	m20044-009
300983	m20122-190
300983	m20122-194
300983	m20044-043
300983	m20122-165
300983	m20122-185



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date													
Tuesday, May 13, 2025													
Agenda Item Name													
Resolution No. 2025-012R <i>Budget Amendment #3</i>													
Requested Action													
Request approval of Resolution No. 2025-012R to amend the Fiscal Year 2025 Budget.													
Staff Report													
Please find attached details related to the proposed budget amendment. In November 2023, the City Council authorized the purchase and renovation of the property at 650 W. Montrose Street with the use of Fire Impact Fees for the intended purpose of the building to serve as a Fire Inspection Office. The project is nearly complete, with a few minor outstanding accounting details to be completed. Since that original approval, the City Council has directed staff to pursue alternative uses for the building. As a result, the City is required to reimburse the Fire Impact Fees Fund in order to remain in compliance with the proper use of Impact Fees. Approval of the Budget Amendment will authorize the reimbursement of the Fire Impact Fee Fund with reserves from the General Fund. City Policy requires a minimum unassigned fund balance of 25% of annual operating costs in the General Fund. The city would remain in compliance with approval of the resolution. Once all accounting for the project is completed, the actual costs will be transferred. The estimated final project costs associated with the project are as follows: <table border="0"> <tr> <td>Purchase of the Property</td> <td>\$785,557</td> </tr> <tr> <td>Professional Services</td> <td>\$35,700</td> </tr> <tr> <td>Construction Costs</td> <td>\$398,034</td> </tr> <tr> <td>Total Cost</td> <td>\$1,219,291</td> </tr> </table>						Purchase of the Property	\$785,557	Professional Services	\$35,700	Construction Costs	\$398,034	Total Cost	\$1,219,291
Purchase of the Property	\$785,557												
Professional Services	\$35,700												
Construction Costs	\$398,034												
Total Cost	\$1,219,291												
Additional Analysis													
Additional detail provided on the attached budget request form.													
Fiscal Impact Summary													
The amendment reflects an increase of \$1,220,000 in the General Fund budgeted expenses for interfund transfers, and an increase of \$1,220,000 in Fire Impact Fee Fund budgeted revenues for interfund transfers.													
FUND	ACCOUNT TYPE	CURRENT BUDGET	PROPOSED INCREASE	REVISED BUDGET									
General Fund	Expense	0	\$1,220,000	\$1,220,000									
Fire Impact Fee Fund	Revenue	0	\$1,220,000	\$1,220,000									
Fiscal Impact		Fund Number and Description		Available Budget Amount									
Exhibits Attached (copies of original agreements)													

1.	BA Resolution - 2025-012R - Fire Impact	BA Resolution - 2025-012R - Fire Impact.pdf
2.	Budget Amendment Request Form - Fire Impact	Budget Amendment Request Form - Fire Impact.pdf



**CITY OF CLERMONT
RESOLUTION NO 2025-012R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CLERMONT, LAKE COUNTY, FLORIDA, AUTHORIZING BUDGET
AMENDMENTS FOR THE CITY OF CLERMONT FOR FISCAL YEAR
2024-2025**

WHEREAS, it is hereby found and determined by the City Council of the City of Clermont, Lake County, Florida, that the following budget amendments being more particularly described in Exhibit "A" attached hereto and made a part hereof, are necessary for the Fiscal Year October 1, 2024 to September 30, 2025.

NOW, THEREFORE, BE IT RESOLVED, that the above said budget amendments of the City of Clermont for the Fiscal Year 2024-2025 are hereby adopted.

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 13th day of May, 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
RESOLUTION NO 2025-012R

Exhibit "A"

BUDGETARY ACCOUNT	ORIGINAL BUDGET		CURRENT BUDGET		REVENUES AMENDED		EXPENDITURES AMENDED		REVISED BUDGET	
100 - GENERAL FUND										
Expenses										
10581 - INTER-FUND GROUP TRANSFERS OUT										
99160 - TRANS TO FIRE IMPACT FUND	\$	-	\$	-	\$	-	\$	1,220,000	\$	1,220,000
100 - GENERAL FUND Sum	\$	-	\$	-	\$	-	\$	1,220,000	\$	1,220,000
160 - FIRE IMPACT FEE FUND										
Revenues										
16381 - INTER-FUND GROUP TRANSFERS IN										
38100 - TRANSFER FR GENERAL FUND	\$	-	\$	-	\$	1,220,000	\$	-	\$	1,220,000
160 - FIRE IMPACT FEE FUND Sum	\$	-	\$	-	\$	1,220,000	\$	-	\$	1,220,000
Grand Total					\$	1,220,000	\$	1,220,000		

Form 1**Budget Amendment Request Form**Date 4/8/2025Department Fire DepartmentFunding Source: FROM: Fund 100 - General to Fund: 160 - Fire Impact Fee Fund**Account Amendments Requested**

#	FUND	ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	Current Budget	Increase / (Decrease)	Revised Budget
	100	10581	99160		TRANS TO FIRE IMPACT FUND	\$ -	\$ 1,220,000	\$ 1,220,000
	160	16381	38100		TRANSFER FR GENERAL FUND	\$ -	\$ 1,220,000	\$ 1,220,000

TOTAL: \$ - \$ 2,440,000 \$ 2,440,000

Current Budget Net Change Revised Budget

Reason/Justification for requested amendment:

Item not budgeted in Current FY **Fire Inspection Building located at 650 W. MONTROSE STREET - This budget amendment is to create a budget for an interfund transfer. This transfer will reimburse the Fire Impact Fee Fund for the purchase and remodeling expenditures for the building located at 650 W. Montrose Street. These funds will be transferred from the General Fund.*

Department Head

Finance Review

Interim City Manager



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, May 13, 2025		
Agenda Item Name		
Council Meeting Time Change		
Requested Action		
Staff Report		
This agenda item was added at the request of Council Member Petersen. The request is to change the start time of the fourth meeting of the month from 5:30pm to 3:00pm.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Submitted 04.22.2025 - William Petersen	Submitted 04.22.2025 - William Petersen.pdf



COUNCIL MEMBER AGENDA ITEM REQUEST FORM

To request an item be reviewed for possible action by the City Council complete and submit this form and any supporting documents to the City Clerk's Office no later than 12 p.m. the Friday (seven business days) prior to the next regularly scheduled meeting. The City Manager will include the item on the agenda of an upcoming meeting.

Requestor Information

Name William Petersen
Address 4212 Greenwich Ct, Clermont, FL
Preferred Contact ☒ Phone 631-901-8163
☐ Email _____

Item Details

Please provide a detailed summary of item, including City area, service, activity or practice involved.

After Positive Feedback From Multiple Sources
Regarding our 2nd Tuesday of the month 3PM Meeting.

I would Request That we move the 4th Tuesday
5:30 Meeting To 3PM

Desired Action

All supporting documents must be included with this form when submitted.

Pages submitted 1 on 4-22-25
Number Date



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, May 13, 2025		
Agenda Item Name		
Florida Department of Government Efficiency Audit Program		
Requested Action		
Staff Report		
This agenda item was added at the request of Council Member Strange. The request is for the city to participate in the Florida Department of Government Efficiency Audit Program.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Submitted 04.29.2025 - Alison Strange	Submitted 04.29.2025 - Alison Strange.pdf



COUNCIL MEMBER AGENDA ITEM REQUEST FORM

To request an item be reviewed for possible action by the City Council complete and submit this form and any supporting documents to the City Clerk's Office no later than 12 p.m. the Friday (seven business days) prior to the next regularly scheduled meeting. The City Manager will include the item on the agenda of an upcoming meeting.

Requestor Information

Name Alison Strange
Address 685 W. Montrose St., Clermont
Preferred Contact ☒ Phone (352) 931-3660
☐ Email _____

Item Details

Please provide a detailed summary of item, including City area, service, activity or practice involved.

I request the City participate w/ the Florida
Dept. of Government Efficiency Audit program
(financial & operational). I believe this is an
opportunity to follow up on Councilman Howard's
fall 2024 audit request and will help strengthen
the public's trust in government operations

Desired Action

see above.

All supporting documents must be included with this form when submitted.

Pages submitted 1 on 04/29/2025
Number Date



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, May 13, 2025		
Agenda Item Name		
Contract Renewal		
Requested Action		
Staff Report		
For review and consideration by the City Council. Please find attached the contract approved in December 2024.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Contract	Contract.pdf	

INTERIM CITY MANAGER
PROFESSIONAL
SERVICES AGREEMENT

THIS AGREEMENT made this 17 day of December, 2024, between the City of Clermont, a Municipal Corporation of the State of Florida, (hereinafter referred to as the "CITY") and Rick Van Wagner whose address is 4228 Fawn Meadows Circle (hereinafter referred to as "Interim City Manager").

NOW THEREFORE, in consideration of the covenants, representations and agreements herein contained, the parties agree as follows:

SECTION 1. RESPONSIBILITIES

A. Rick Van Wagner shall serve as Interim City Manager and perform the functions as set forth by the laws of the State of Florida, the Charter, ordinances and resolutions of the City of Clermont and to perform other legally permissible and proper duties and functions as the City Council shall from time-to-time assign.

B. Effective December 11, 2024, Rick Van Wagner will work full-time as the Interim City Manager and, without prior approval of the City, shall not accept any other contract for services or employment, current employment with Family Christian Center Church excepted so long as such relationship does not interfere with the City responsibilities.

C. Rick Van Wagner shall be generally required to perform and execute the services as Interim City Manager during the City's normal business hours. However, it is recognized that Rick Van Wagner must devote substantial time outside of normal business hours on behalf of the City. Accordingly, Rick Van Wagner shall be allowed to reasonably adjust his work schedule so long as such adjustment does not impair City operations.

SECTION 2. TERM AND TERMINATION

A. CITY appoints Rick Van Wagner to serve as Interim City Manager to a term of ninety-days with an automatic renewal for a second ninety-day period unless terminated per paragraph 2B.

B. This agreement may be terminated at any time by action of the City Council and without prior notice to Rick Van Wagner. Provided, however, except for such termination for cause as defined below, Rick Van Wagner shall be compensated for the full month of service as provided in Section 3 below regardless of the effective date of the termination without cause. For purposes herein, termination for cause shall be defined as Rick Van Wagner's knowing or willful violation of any express prohibition of the City Charter or Rick Van Wagner's conviction or plea of guilty or nolo contendere of any crime involving moral turpitudes.

C. This agreement may be terminated at any time by Rick Van Wagner by providing the CITY fifteen (15) days written notice. Rick Van Wagner shall be compensated through the

date of termination a pro rata amount of the monthly compensation, including any accrued time off.

SECTION 3. COMPENSATION.

A. CITY shall compensate Rick Van Wagner Sixteen Thousand Dollars and no/100 (\$16,000) monthly for all services provided hereunder for each month during the term of this Agreement. Rick Van Wagner is an employee of the City, and will be issued a W-2.

B. CITY shall pay Rick Van Wagner bi-weekly at such times as determined by CITY.

C. Rick Van Wagner will use his own vehicle for CITY business. Rick Van Wagner shall maintain his own automobile insurance, shall add the CITY as an additional insured on the policy and shall indemnify and hold the CITY harmless for any damages arising out of or related to any accidents involving his personal vehicle. The City shall pay Rick Van Wagner an automobile allowance of \$460.00 per month.

D. CITY shall, at CITY'S expense, provide Rick Van Wagner with a cell phone and maintain cellular service to be used for CITY business.

E. CITY will provide Rick Van Wagner with a laptop computer, a multi-screen desktop, and software for the purpose of performing her duties for the CITY and for conducting CITY business. The equipment at all times remains the property of the CITY and will be returned, with all data, to the CITY upon Rick Van Wagner's employment separation.

F. CITY recognizes Rick Van Wagner will attend Lake County League of Cities activities and meetings on behalf of the CITY, legislative meetings, and similar types of meetings and events. CITY agrees to pay membership dues, as well as reasonable and customary travel and subsistence expenses for such attendance.

G. Upon the effective date of this Agreement CITY will credit Rick Van Wagner five (5) business days for personal time off, plus Rick Van Wagner will accrue paid time off (or vacation/sick leave) according to CITY policy.

H. Rick Van Wagner is entitled to and will receive the same paid holidays as other CITY employees.

I. CITY shall bear the full cost of any fidelity or other bonds required of Rick Van Wagner under any policy, regulation, ordinance, or law.

SECTION 4. BENEFITS AND COST REIMBURSEMENT. Rick Van Wagner may receive additional benefits and expense reimbursement only upon express prior written authorization of CITY.

SECTION 5. INSURANCE. CITY shall include Rick Van Wagner in CITY'S insurance and will defend, save harmless, and indemnify Rick Van Wagner against any action for any injury or damage suffered as a result of any act, event, or omission of action that is within the scope of his duties or function, unless he acted in bad faith, gross negligence, or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

SECTION 6. INDEMNIFICATION. **Omitted**

SECTION 7. INDEPENDENT CONTRACTOR. **Omitted**

SECTION 8. NOTICES. All notices shall be in writing and sent by United States mail, certified or registered, with return receipt requested and postage prepaid, or by nationally recognized overnight courier service to the address of the party set forth below. Any such notice shall be deemed given when received by the party to whom it is intended.

Rick Van Wagner: Law Office of Anita Geraci-Carver. P.A.
1560 Bloxam Ave.
Clermont, FL 34711

CITY: Mayor Tim Murry
City of Clermont
685 West Montrose Street
Clermont, Florida 34711

SECTION 9. GENERAL PROVISIONS.

A. Waiver. The waiver by CITY of breach of any provision of this Agreement shall not be construed or operate as a waiver of any subsequent breach of such provision or of such provision itself and shall in no way affect the enforcement of any other provisions of this Agreement.

B. Severability. If any provision of this Agreement or the application thereof to any person or circumstance is to any extent invalid or unenforceable, such provision, or part thereof, shall be deleted or modified in such a manner as to make the Agreement valid and enforceable under applicable law, the remainder of this Agreement and the application of such a provision to other persons or circumstances shall be unaffected, and this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law.

C. Amendment. Except for as otherwise provided herein, this Agreement may not be modified or amended except by an Agreement in writing signed by both parties.

D. Entire Agreement. This Agreement including the documents incorporated by reference contains the entire understanding of the parties hereto and supersedes all prior and contemporaneous agreements between the parties with respect to the performance of services by Rick Van Wagner.

E. Assignment. This Agreement is personal to the parties hereto and may not be assigned.

F. Venue. The parties agree that the sole and exclusive venue for any cause of action arising out of this Agreement shall be Lake County, Florida.

G. Applicable Law. This Agreement and any amendments hereto are executed and delivered in the State of Florida and shall be governed, interpreted, construed and enforced in accordance with the laws of the State of Florida.

H. Public Records. Rick Van Wagner expressly understands records associated with this project are public records and agrees to comply with Florida's Public Records law, to include, 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.

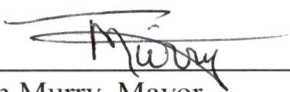
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the Rick Van Wagner upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

Waiver of Jury Trial. RICK VAN WAGNER AND THE CITY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT RICK VAN WAGNER OR THE CITY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION RELATED TO OR ARISING OUT OF, UNDER OR IN CONJUNCTION WITH THIS AGREEMENT, RICK VAN WAGNER'S SERVICES TO THE CITY, AND ALL FEDERAL AND STATE STATUTORY RIGHTS.

City of Clermont

BY:

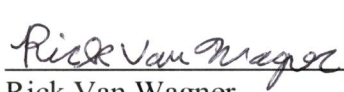


Tim Murry, Mayor

12-20-24

Date

BY:



Rick Van Wagner

12-20-24

Date



AGENDA ITEM

Meeting Date		
Tuesday, May 13, 2025		
Agenda Item Name		
Executive Recruitment Services for City Manager <i>RFP Evaluation</i>		
Requested Action		
Presenting the score evaluation for executive recruitment services for the City Manager position.		
Staff Report		
On January 16, 2025, the Procurement Services Department issued a Request for Proposal (RFP) seeking qualified firms to provide executive recruitment services for the City Manager position. The RFP solicitation closed on February 20, 2025, at 2:00 p.m. An Evaluation Committee, composed of City Council members, conducted independent reviews and scoring of all submitted proposals. A summary of the evaluation results is attached for reference. Per the terms of the RFP, the City reserves the right to request additional information from any respondent, enter into negotiations with the top-ranked respondent, make multiple awards, reject any or all responses, or cancel and reissue the solicitation as needed. <u>Discussion: Recruitment Firm Selection Options</u> Option 1: Direct Negotiation - Rank the responding firms based on evaluation scores. - Initiate contract negotiations with the highest-ranked firm. - Proceed with the award if negotiations are successful and terms align with the City's objectives. Option 2: Shortlisted and Presentation-Based Selection - Shortlist the top two or three firms based on evaluation scores. - Invite each shortlisted firm to present their qualifications and approach. - Council selects the firm deemed to be in the City's best interest following the presentations. - Initiate contract negotiations with the selected firm. <u>Note:</u> If Option 2 is chosen, the shortlisted firms will be re-evaluated based on their presentations. Previous scoring will not influence the final selection.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFP 25-048 Score Results	RFP 25-048 Score Results.pdf	



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

SCORE RESULTS

RFP No. RFP 25-048

Executive Search Firm for City Manager

RESPONSE DEADLINE: February 20, 2025 at 2:00 pm

EVALUATORS

Name	Title
Tim Murry	Mayor
Chandra Myers	City Council Member
William Petersen	City Council Member
Tod Howard	City Council Member
Alison Strange	City Council Member

AGGREGATE SCORES SUMMARY

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5	Total Avg. Score (Max Score 100)
Colin Baenziger & Associates	93.5 (1)	76 (5)	85 (1)	90.5 (1)	68.5 (7)	82.7
Baker Tilly Advisory Group Parent, LP	71.5 (5)	77 (4)	82.5 (2)	54.5 (3)	91 (1.5)	75.3
WolfCreek Consulting Inc	75.5 (4)	83 (1)	78.5 (3)	56 (2)	70 (5)	72.6
MGT Impact Solutions, LLC	78.5 (3)	77.5 (3)	71.5 (4)	46.5 (6.5)	69 (6)	68.6
S. Renee Narloch & Associates	83.5 (2)	69 (6)	64.5 (5)	41.5 (8)	79 (4)	67.5
Sunshine Enterprise USA LLC	63 (6)	80.5 (2)	63.5 (6)	37.5 (9)	91 (1.5)	67.1
Consult HR Partners, LLC	48.5 (7)	53.5 (9)	54.5 (8)	50 (5)	87.5 (3)	58.8
MS Consulting Firm LLC	46 (8)	54 (8)	62 (7)	46.5 (6.5)	58.5 (8)	53.4
Hotep Consulting	43.5 (9)	55 (7)	52 (9)	52 (4)	52.5 (9)	51



Recruitment Firm Selection Options

Option 1: Direct Negotiation

- Rank the responding firms based on evaluation scores.
- Initiate contract negotiations with the highest-ranked firm.
- Proceed with the award if negotiations are successful and terms align with the City's objectives.

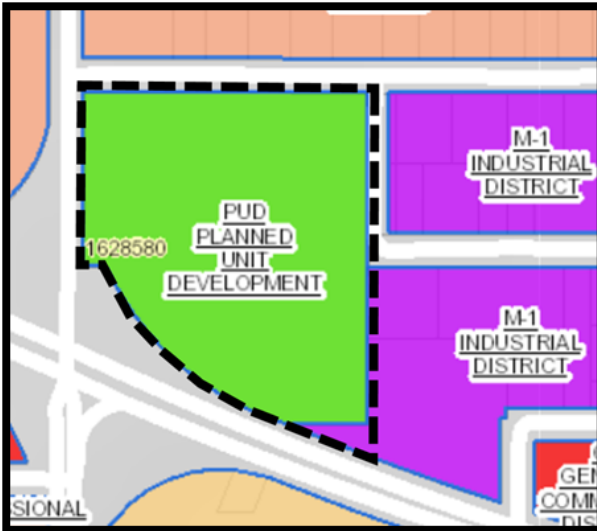
Option 2: Shortlisted and Presentation-Based Selection

- Shortlist the top two or three firms based on evaluation scores.
- Invite each shortlisted firm to present their qualifications and approach.
- Council selects the firm deemed to be in the City's best interest following the presentations.
- Initiate contract negotiations with the selected firm.

Note:

If Option 2 is chosen, the shortlisted firms will be re-evaluated based on their presentations. Previous scoring will not influence the final selection.

AGENDA ITEM

Meeting Date	
Tuesday, May 13, 2025	
Agenda Item Name	
Ordinance No. 2025-011 <i>Intro</i> <i>Heritage Square Florida Rezoning</i>	
Requested Action	
Recommend approval of Ordinance No. 2025-011.	
Staff Report	
The applicant, Tom Kovatch, is requesting a rezoning to C-2 General Commercial zoning to remove the previously approved Planned Unit Development (PUD Ordinance No. 2019-47) for a distillery with tasting room, restaurants and retail shop. The vacant 6.01 +/- acre parcel, previously used as a steel fabrication site, is located at the northeast corner of SR 50 and 12th Street (CR 561). The property was rezoned from M-1 Industrial to the PUD in November 2019 by City Council. As part of the PUD, the applicant requested seven special waivers to the Land Development Code in order for this development to be considered. The applicant is willing to remove these entitlements at this time and seeks to develop the property under the direction of permitted C-2 General Commercial uses since the distillery is no longer a viable option. The applicant also purchased a small portion of the adjoining property at the southeast point that is now incorporated into the request. This small pie-shaped piece is currently zoned M-1 Industrial and the applicant wishes this piece to be rezoned to C-2 General Commercial as well.	
 	
The property has a future land use of commercial, which aligns with the C-2 General Commercial zoning. The applicant, at the time of securing users for the site, will be required to go through the site review process and meet the Land Development Code. If a variance is needed or if a use is a conditional use, then the applicant will be required to seek council approval. Staff recommends approval of Ordinance No. 2025-011.	
Additional Analysis	
Fiscal Impact Summary	
None.	

Fiscal Impact		Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)			
1.	Ord 2025-011	Ord 2025-011.pdf	
2.	Maps	Maps.pdf	
3.	2019 PUD Ordinance	2019 PUD Ordinance.pdf	
4.	Application	Application.pdf	
5.	Legal Ad PZ	Legal Ad PZ.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2025-011

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

The City Council of the City of Clermont, Lake County, Florida hereby ordains that:

SECTION 1:

The Official Zoning Map of the City of Clermont, Lake County, Florida referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances, is hereby amended by rezoning the following described property:

LEGAL DESCRIPTION

CLERMONT, SUNSET PARK PB 8 PG 18-23 THE EAST 10 FEET OF LOT 21 BLK 112, BLK 123, BLK 124, THAT PART OF JUANITA STREET BETWEEN BLKS 123 & 124, THE NORTH 1/2 OF VACATED BROOME STREET LYING SOUTH OF BLK 124 & WESTERLY OF THE 10 FOOT ALLEY LYING BETWEEN THE EASTERLY LINE OF SAID BLK 124 AND THE WESTERLY LINE OF BLK 111 LYING NORTHERLY OF BROOME STREET NOW VACATED AND SOUTHERLY OF JUNIATA STREET NOW VACATED, AND BEGIN AT THE INTERSECTION OF A SOUTHERLY EXTENSION OF THE CENTERLINE OF A 10 FOOT WIDE ALLEY LYING BETWEEN THE EASTERLY LINE OF BLK 124 AND THE WESTERLY LINE OF BLK 111 LYING NORTHERLY OF BROOME STREET NOW VACATED AND SOUTHERLY OF JUNIATA STREET NOW VACATED AND THE CENTERLINE OF BROOME STREET NOW VACATED, THENCE RUN SOUTH 00-38-55 WEST ALONG SAID SOUTHERLY EXTENSION OF THE CENTERLINE OF A 10 FOOT WIDE ALLEY LYING BETWEEN THE EASTERLY LINE OF BLK 124 AND THE WESTERLY LINE OF BLK 111 A DISTANCE OF 57.23 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF STATE ROAD NO 50, SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 5679.65 FEET, A CHORD BEARING OF NORTH 68-35-09 WEST AND A CHORD DISTANCE OF 160.15 FEET, THENCE RUN NORTHWESTERLY ALONG SAID NORTH RIGHT OF WAY LINE AND THE ARC OF SAID CURVE 160.16 FEET THRU A CENTRAL ANGLE OF 01-36-56 TO THE AFORESAID CENTERLINE OF BROOME STREET, THENCE RUN SOUTH 89-31-25 EAST ALONG SAID CENTERLINE OF BROOME STREET 149.75 FEET TO THE POINT OF BEGINNING

LOCATION

Vacant property located northeast of the
12th Street and SR 50 intersection
Approx. 6.01 +/- Acres

CITY OF CLERMONT
ORDINANCE NO. 2025-011

LOCATION MAP



PROPERTY REZONING

**From: Planned Unit Development (PUD) and M-1 Industrial District
To: C-2 General Commercial**

SECTION 2: CONFLICT

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

SECTION 3: SEVERABILITY

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



CITY OF CLERMONT
ORDINANCE NO. 2025-011

SECTION 4: ADMINISTRATIVE CORRECTION

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

SECTION 5: RECORDING

This Ordinance shall be recorded in the Public Records of Lake County, Florida at the applicant's expense.

SECTION 6: PUBLICATION AND EFFECTIVE DATE

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



CITY OF CLERMONT
ORDINANCE NO. 2025-011

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 10th day of June, 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

Heritage Square Florida, LLC – PUD Amendment – Location Map



Heritage Square Florida, LLC – PUD Amendment – Current Zoning Map



Heritage Square Florida, LLC – PUD Amendment – Proposed Zoning Map





**CITY OF CLERMONT
ORDINANCE NO. 2019-47**

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 SEVERABILITY, EFFECTIVE DATE, RECORDING AND PUBLICATION.

The City Council of the City of Clermont, Lake County, Florida hereby ordains that:

SECTION 1.

The Official Zoning Map of the City of Clermont, Lake County, Florida referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances, is hereby amended by rezoning the following described property:

LEGAL DESCRIPTION

All of Blocks 123 and 124, together with a portion of Juniata Street between Blocks 123 and 124 and the North ½ of vacated Broome Street lying South of Block 124, City of Clermont, according to the map of plat thereof as recorded in Plat Book 8, Page 17, Public Records of Lake County, Florida.

LOCATION

Vacant property located northeast of the 12th Street and State Road 50 intersection
(Alternate Key 1628580)

From: M-1 Industrial District

To: Planned Unit Development (PUD) District

SECTION 2. General Conditions

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





CITY OF CLERMONT
ORDINANCE NO. 2019-47

SECTION 3. Land Uses and Specific Conditions

1. The project may consist of up to six (6) buildings with up to a maximum 60,000 total square footage for all buildings. The permitted uses are commercial, office, retail, restaurants, bottling and warehouse, spirits and alcohol production, distillery, bars, and any other distribution associated with the distillery.
2. Building Setbacks

From State Road 50	50 feet from the property line
Side Street	25 feet from the property line
Side Yard Setback	12 feet from the property line
Rear Yard Setback	25 feet from the property line
3. Sidewalks shall be constructed adjacent to any streets' right-of-ways for pedestrian safety and to comply with Americans with Disabilities Act requirements.
4. The architectural features and building height shall not exceed 55 feet, measured at the highest point. The buildings shall be designed and constructed to meet the City of Clermont's Architectural Design Standards.
6. The project may be developed to allow shared parking between the restaurants, commercial, office and retail businesses, a minimum of 184 non-handicapped spaces and 8 handicapped spaces. In the event that the project can be developed with additional handicapped spaces resulting in a reduction of the non-handicapped spaces, an amendment to this Conditional Use Permit shall not be required.
7. The project may be developed to allow up to 14 parking spaces between landscape islands instead of code requirements of a maximum 10 parking spaces.
8. The project shall be developed according to the C-2 General Commercial zoning district in the Land Development Code, unless expressly stated above.
9. The project may be developed to allow 9 feet wide and 20 feet depth (9'x20') for employee parking spaces instead of requirements of the Land Development Code.
10. The project may be developed to allow employee parking without internal terminal landscape islands.
11. The project may be developed with no building landscaping in front of bay doors, but landscaping will be required around the office building.
12. The project may be developed to allow a maximum 10 foot height for retaining walls instead of 6 foot height requirements.
13. The Building identified as "C" setback may be reduced to 15 feet adjacent to 11th Street instead of the 25 feet requirement.



CITY OF CLERMONT
ORDINANCE NO. 2019-47

14. Any Driveway Permits or Access points must be reviewed and approved by the City Engineer or his/her designee and by Lake County Public Works for any designated County Streets at the time of Site Plan Review. At a minimum the project shall include and maintain signage that will prohibit truck traffic egress east on Desoto Street.
15. All fencing shall be ornamental wrought iron or metal, or decorative wood fencing, as approved by the Site Review Committee.
16. The 11th Street Driveway shall be within 35 feet of the intersection.
17. A Traffic Impact Study (TIS) shall be completed and reviewed by the Lake-Sumter Metropolitan Planning Organization. The study and comments shall be shared with all jurisdictions within the traffic impact area. If the study identifies a deficiency in the Level of Service of transportation facilities due to the proposed project, the developer shall be required to participate in mitigation strategies.

SECTION 4.

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

SECTION 5.

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

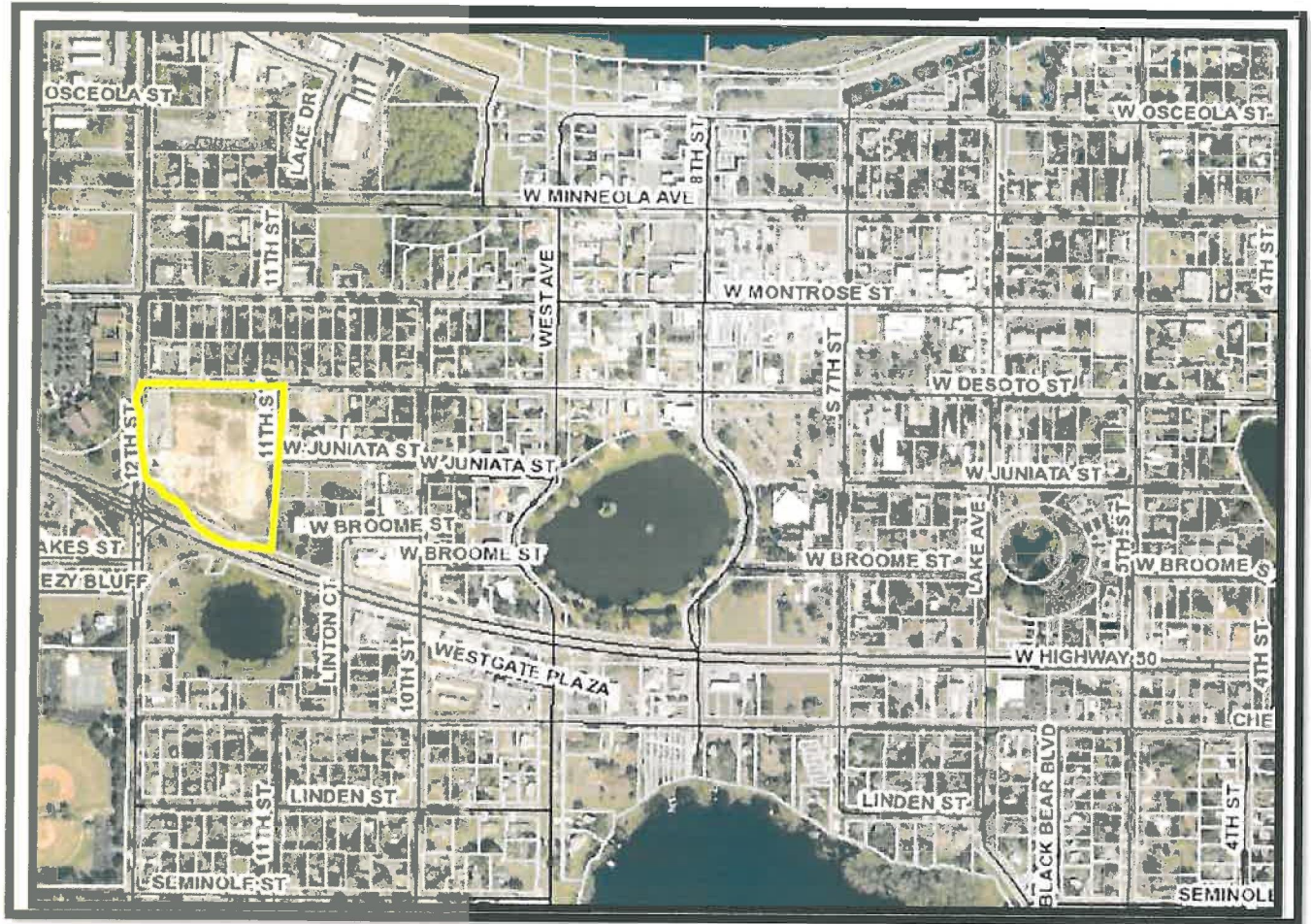
SECTION 6.

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

SECTION 7.

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

Location Map:



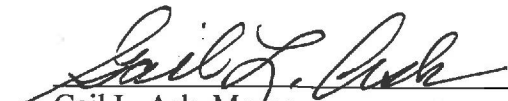


**CITY OF CLERMONT
ORDINANCE NO. 2019-47**

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County,
Florida on this 19th day of November, 2019.

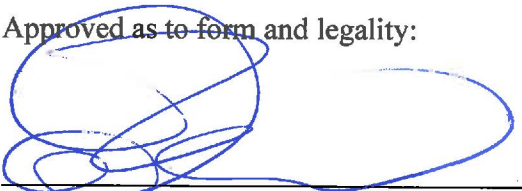


CITY OF CLERMONT


Gail L. Ash, Mayor

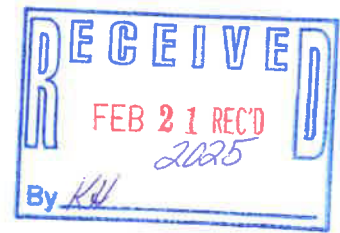

Tracy Ackroyd Howe, MMC, City Clerk

Approved as to form and legality:


Daniel F. Mantzaris, City Attorney



CITY OF CLERMONT REZONING APPLICATION



DATE February 20, 2025		FEE: \$542.00 + cost of advertisement + cost of traffic review, if necessary	
Project Name (if applicable) Heritage Square Florida, LLC			
Applicant Thomas Kovatch			
Contact Person Thomas Kovatch			
Address 15421 Pendio Drive	City Montverde	State FL	Zip 34756
Telephone [REDACTED]	Fax n/a		
Email [REDACTED]			
OWNER INFORMATION			
Owner's Name Thomas Kovatch Thomas			
Owner Address 15421 Pendio Drive	City Montverde	State FL	Zip 34756
Telephone [REDACTED]	Email [REDACTED]		
PROPERTY INFORMATION			
Address of Subject Property 901 12th Street	City Clermont	State FL	Zip 34711
Legal Description (include copy of survey) too lengthy - see attached PRC & survey x 2			
Acreage 6.2	Land Use (City verification required) PUD		
Present Zoning (City verification required) PUD	Proposed Zoning C-2 General Commercial		



CITY OF CLERMONT
REZONING
APPLICATION

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

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

Remove the PUD

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

Thomas Kovatch

Applicant Name (print)

x 
Applicant Name (signature)

Thomas Kovatch

Owner Name (print)

x 
Owner Name (signature)

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

5/22/2020

LEGAL NOTICE

On Tuesday, May 6, 2025 at 6:30 PM the Clermont Planning and Zoning Commission will consider the enactment of the following proposed ordinance.

ORDINANCE NO. 2025-011

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

LOCATION

Vacant property located northeast of the
12th Street and SR 50 intersection
Approx. 6.01 +/- Acres



PROPERTY REZONING

**From: Planned Unit Development (PUD) and M-1 Industrial District
To: C-2 General Commercial**

LEGAL DESCRIPTION

CLERMONT, SUNSET PARK PB 8 PG 18-23 THE EAST 10 FEET OF LOT 21 BLK 112, BLK 123, BLK 124, THAT PART OF JUANITA STREET BETWEEN BLKS 123 & 124, THE NORTH 1/2 OF VACATED BROOME STREET LYING SOUTH OF BLK 124 & WESTERLY OF THE 10 FOOT ALLEY LYING BETWEEN THE EASTERLY LINE OF SAID BLK 124 AND THE WESTERLY LINE OF BLK 111 LYING NORTHERLY OF BROOME STREET NOW VACATED AND SOUTHERLY OF JUNIATA STREET NOW VACATED, AND BEGIN AT THE INTERSECTION OF A SOUTHERLY EXTENSION OF THE CENTERLINE OF A 10 FOOT WIDE ALLEY LYING BETWEEN THE EASTERLY LINE OF BLK 124 AND THE WESTERLY LINE OF BLK 111 LYING NORTHERLY OF BROOME STREET NOW VACATED AND SOUTHERLY OF JUNIATA STREET NOW VACATED AND THE CENTERLINE OF BROOME STREET NOW VACATED, THENCE RUN SOUTH 00-38-55 WEST ALONG SAID SOUTHERLY EXTENSION OF THE CENTERLINE OF A 10 FOOT WIDE ALLEY LYING BETWEEN THE EASTERLY LINE OF BLK 124 AND THE WESTERLY LINE OF BLK 111 A DISTANCE OF 57.23 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF STATE ROAD NO 50, SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 5679.65 FEET, A CHORD BEARING OF NORTH 68-35-09 WEST AND A CHORD DISTANCE OF 160.15 FEET, THENCE RUN NORTHWESTERLY ALONG SAID NORTH RIGHT OF WAY LINE AND THE ARC OF SAID CURVE 160.16 FEET THRU A CENTRAL ANGLE OF 01-36-56 TO THE AFORESAID CENTERLINE OF BROOME STREET, THENCE RUN SOUTH 89-31-25 EAST ALONG SAID CENTERLINE OF BROOME STREET 149.75 FEET TO THE POINT OF BEGINNING

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



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, May 13, 2025		
Agenda Item Name		
Ordinance No. 2025-014 <i>Intro</i> <i>Business Tax Repeal Amendments to Code</i>		
Requested Action		
Recommend approval of Ordinance No. 2025-014.		
Staff Report		
The City Council approved the repeal of the "Local Business Tax" during the January 28, 2025, City Council meeting. Due to this repeal, several related provisions of the City Code must be amended for clarity and/or to eliminate any mention or requirement of the Business Tax Receipts from all chapters of the Code. This Ordinance accomplishes this goal and staff recommend approval of Ordinance 2025-014.		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2025-014	2025-014.pdf	
2. 2025-014 BIE	2025-014 BIE.pdf	
3. 2025-014 Legal Ad	2025-014 Legal Ad.pdf	

CITY OF CLERMONT
ORDINANCE NO. 2025-014

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, FLORIDA, AMENDING ALL CHAPTERS OF THE CODE MENTIONING BUSINESS TAX RECEIPTS; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the City of Clermont, Florida is a duly constituted Florida municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the City Council has repealed in its entirety Article IV of Chapter 34 of the City Code entitled “Local Business Tax,” thereby eliminating business taxes in the City; and

WHEREAS, due to the repeal of Article IV of Chapter 34 of the City Code, several related provisions of the city code must be amended for clarity, to eliminate any mention or requirement of Business Tax Receipts from all provisions, sections, and subsections.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Clermont that:

SECTION 1: RECITALS The whereas clauses are incorporated herein as true and correct and as the findings of the City Council.

SECTION 2: REPEAL The following Section is hereby **repealed**:

Sec. 36-82. Business tax receipts.

No permit will be issued or continued in operation unless the applicant or permittee, as applicable, has paid the annual business tax required by this Code each year. All business tax receipts must be renewed before October 1 of the fiscal year.

SECTION 3: AMENDMENTS The following Sections are hereby **amended** to read as follows:

Sec. 8-65. Required.

No new building shall be occupied and no change in occupancy of an existing building or part of a building shall be made, ~~nor shall a local business tax receipt be issued,~~ until after the building services department shall have issued a certificate of occupancy. No certificate of occupancy shall be issued until all the requirements of the city codes for such use are met.

Sec. 10-49. Permit — Required.

No itinerant vendor or peddler shall offer any goods for sale, lease or trade within the city without a permit from the city manager or designated representative authorizing such sales, ~~and, if applicable, a local business tax receipt as prescribed in chapter 34, article IV.~~

CITY OF CLERMONT
ORDINANCE NO. 2025-014

Sec. 32-143. Permit required; exemptions.

(e) The issue of a special events permit by the city shall not relieve any person from the duty to secure other permits or approvals as may be required by this Code, to include, but not be limited to, zoning and use approvals, ~~a business tax receipt~~, street closure authorization, or other permits/authorizations.

Sec. 36-81. Amendment to permit.

(b) At the time of submitting an application for amendment, the permittee must pay a nonrefundable application fee in the amount established by resolution. ~~If the permittee is seeking to add megacycles to the number previously permitted, the permittee must also pay any increase in the business tax that may be required.~~

Sec. 36-73. Review and approval.

(b) No permit will be issued unless the city is able to verify compliance with all applicable regulations, and the applicant has paid the fees required by this article ~~and the appropriate business tax~~ for each megacycle to be placed in service.

Sec. 36-84. Permit suspension and revocation.

(a)(3) The permittee has failed to ~~obtain a current business tax receipt for each megacycle or failed to maintain and display a valid decal on each megacycle.~~

Sec. 40-81. Requirements for watercraft rental businesses.

(2) Operations offices. ~~Each watercraft rental business must obtain a business tax receipt which shall be issued to the personal watercraft operations office.~~ The personal watercraft operations office must be located at a land-based site on property not owned by the City of Clermont. Commercial operators shall immediately provide a business card, phone number, name, and address for such operations office, upon request from any City of Clermont personnel.

Sec. 105-22. Appeals, enforcement and penalties.

(d) No development orders, site plan approvals, building permits, ~~local business tax receipt~~, zoning compliances or certificates of occupancy shall be issued to any violator of this article for a subject in violation until such violation of this article has been properly abated to the satisfaction of the city.

Sec. 105-26. Exemptions.

(a)(8) b. Nonresidential land uses existing as of the effective date of the ordinance from which this article is derived, which have received ~~a local business tax receipt or similar forms of annual development approval~~ and which do not require site plan, subdivision or similar development approval and building permits. For the purposes of this exemption, renewal of annual development approval shall also be exempt; provided, however, that there are no expansions, modifications or alterations that would increase the storage, handling, production or use of the regulated substance.

CITY OF CLERMONT
ORDINANCE NO. 2025-014

Sec. 113-23. Findings of fact.

(14) Workers at adult entertainment establishments and sexually oriented businesses engage in a higher incidence of certain types of unhealthy or criminal behavior than workers of other establishments including a very high incidence of illegal prostitution or engaging in lewdness in violation of F.S. ch. 796, ~~operation without business tax receipts~~, and illegal unlicensed massage.

Sec. 113-49. Records and inspection of records.

(a)(3) The worker record shall also contain a copy of any required ~~city or county business tax receipt~~ or adult entertainment license for any lessee, sub-lessee, independent contractor, or subcontractor who is not an employee of the adult entertainment establishment.

Sec. 115-8. Loading, unloading and service area space.

(a)Required areas. The off-street loading, unloading and service area requirements of this chapter are intended to provide minimum standards necessary such that no loading, unloading or servicing of buildings or structures by refuse collection, fuel, or other public or private service type vehicular activity shall adversely impact the public safety, generate excess capacity on the city street system, or cause undue congestion or conflict resulting from such activities. The requirements of this section shall apply to all public, semipublic, commercial and industrial development, whether new structures or alterations to existing structures. Off-street facilities shall be available for use prior to the issuance of any certificate of occupancy ~~or a local business tax receipt~~, and the continued maintenance of such facilities shall be the obligation of the property owner and occupant as long as the use requiring such facility continues. No off-street facility shall be altered or discontinued except in accordance with this section.

Sec. 117-8. Prohibited signs; exceptions.

(11) d. 10. Grand opening signage under this section shall only be allowed for a verified new business as established through ~~a new business tax receipt~~, change of business, or change in ownership as established through the state department of state, division of corporations.

Sec. 125-312. Permitted uses.

(a)(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.

Sec. 125-336. Permitted uses.

(a)(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 cleaning establishments. 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.

CITY OF CLERMONT
ORDINANCE NO. 2025-014

Sec. 125-369. Permitted uses.

(a)(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.

Sec. 125-526. Sidewalk cafes.

(a)(d)(6) ~~A copy of a valid business tax receipt to operate a food and/or drinking establishment in front of which the proposed sidewalk cafe will be located.~~ The number of chairs or seats to be utilized for the sidewalk cafe must be included in the number of seats authorized by the license.

Sec. 125-531. Home occupations.

(d)(9) ~~A local business tax receipt granted for a home occupation shall not be transferred, assigned or used by any person other than the one for which the receipt is granted.~~

Sec. 125-587. Vacation rental permit requirements.

(b)(8) ~~A copy of the current city and county local business tax receipts.~~

SECTION 4: CONFLICT

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

SECTION 5: SEVERABILITY

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

SECTION 6: ADMINISTRATIVE CORRECTION

This Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scriveners 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. 2025-014

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 27th day of May, 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
ORDINANCE NO. 2025-014

BUSINESS IMPACT ESTIMATE

TO: Mayor Murry and Council Members
FROM: Planning and Development Services / Curt Henschel
DATE: May 12, 2025
SUBJECT: Ordinance No. 2025-014 – Amendments to various sections of the Code due to the Repeal of Article IV of Chapter 34 - “Local Business Tax”

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

Ordinance 2025-014 is proposed to be adopted by the City on May 27, 2025, and is subject to this new requirement. Following are the categories required to be addressed for the proposed ordinance based on the new legislation:

1. Summary of proposed Ordinance 2025-014.

City Council has repealed in its entirety Article IV of Chapter 34 of the City Code entitled “Local Business Tax” thereby eliminating business taxes in the City. Due to the repeal, several provisions of the city code must be amended for clarity to eliminate any mention or requirement of Business Tax Receipts from all provisions, sections, and subsections.

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

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

There are no direct compliance costs for businesses.

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

There are no new charges or fees on existing businesses.

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

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

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

The proposed ordinance is not expected to impact any existing businesses.

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

No additional information.

Order Confirmation

Not an Invoice

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City of Clermont - LEGALS Po Box 120219 Clermont FL 34712-0219
Contact Name:	Nicole Wisniewski
Contact Phone:	352.241.7334
Contact Email:	nwisniewski@clermontfl.org
PO Number:	

Date:	04/29/2025
Order Number:	11269224
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	45.0000
Height in Inches:	3.7300

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	05/12/2025 - 05/12/2025	Govt Public Notices
LEE dailycommercial.com	1	05/12/2025 - 05/12/2025	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	\$73.10
Tax Amount	\$0.00
Service Fee 3.99%	\$2.92
Cash/Check/ACH Discount	-\$2.92
Payment Amount by Cash/Check/ACH	\$73.10
Payment Amount by Credit Card	\$76.02

Order Confirmation Amount	\$73.10
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Ad Preview

LEGAL NOTICE

On Tuesday, May 27, 2025 at 5:30 PM the Clermont City Council will consider the proposed ordinance to allow for the amendment of all Chapters of the Code mentioning Business Tax Receipts.

ORDINANCE NO. 2025-014

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, FLORIDA, AMENDING ALL CHAPTERS OF THE CODE MENTIONING BUSINESS TAX RECEIPTS; PROVIDING FOR CONFLICT, SEVERABILITY, 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
#11269224 5/12/2025



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, May 13, 2025		
Agenda Item Name		
Ordinance No. 2025-017 <i>Intro</i> <i>Land Development Code Amendment</i>		
Requested Action		
Recommend approval of Ordinance No. 2025-017.		
Staff Report		
The City Staff is proposing code changes to the Land Development Code regarding Landscaping. These changes are focused around water conservation within the city. Several sections of Chapter 123 are being amended to create these changes. The amendments involve definition changes for tree types, soil amendment requirements, and the removal of the "preferred tree list" to allow for a new updated "Landscape Materials list" that will be part of the next presented Ordinance 2025-18. The City Staff has met on numerous occasions with industry-leading experts that helped craft the changes. Staff recommends approval of Ordinance 2025-017.		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2025-017	2025-017.pdf	
2. 2025-017 BIE for LDC Vegetation	2025-017 Business Impact Estimate for LDC Vegetation.pdf	
3. Legal Ad	Legal Ad.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2025-017

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE CHAPTER 123, “VEGETATION”, ARTICLE I “IN GENERAL”, SECTION 123-1 “DEFINITIONS”; ARTICLE II “LANDSCAPING”, SECTION 123-40(C) “INSTALLATION OF LANDSCAPE MATERIAL”, SECTION 123-42(4) “PLANT MATERIAL”, SECTION 123-43(E3)(F2)(K) “LANDSCAPE BUFFERS”, SECTION 123-46(2) “LANDSCAPING ADJACENT TO FENCES, WALLS OR DUMPSTER ENCLOSURES”, SECTION 123-47 “PREFERRED TREE LIST”, SECTION 123-48 “PREFERRED SHRUB LIST”, SECTION 123-49 “NONPREFERRED TREES”, 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 May 6, 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 123, “Vegetation”, Article I “In General”, Section 123-1 “Definitions”; Article II “Landscaping”, Section 123-40(c) “Installation of Landscape Material”, Section 123-42(4) “Plant Material”, Section 123-43(E3)(F2)(K) “Landscape Buffers”, Section 123-46(2) “Landscaping Adjacent to Fences, Walls or Dumpster Enclosures”, Section 123-47 “Preferred Tree List”, Section 123-48 “Preferred Shrub List”, Section 123-49 “Nonpreferred Trees”; and

NOW, THEREFORE, BE IT HEREBY ORDAINED by the City Council of the City of Clermont, that various sections with Chapter 123, “Vegetation”, Article I and Article II of the Clermont Land Development Code shall be amended to make changes, as set forth in the following amendments shown in Section 2.

SECTION 1: AUTHORITY

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

SECTION 2:

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

CHAPTER 123 VEGETATION
ARTICLE I IN GENERAL

Section 123-1 Definitions

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. In construing the provisions of this chapter, where the context will permit, the definitions provided in F.S. § 1.01 shall apply.

Administrative official means the city manager or the established designee thereof.

Berm means a mound of earth, contoured at a three-to-one ratio (horizontal to vertical) or less, so as to form a definitive amount of relief above the general elevation of the adjacent ground or surface.

Buffer means a specified land area with a generally level planting surface together with the planting and landscaping required on the land used to visibly separate one use from another or to shield or block noise, lights or other potential nuisances.

Caliper means a trunk caliper (trunk diameter) is measured six inches from the ground on trees up to and including four inches in caliper, and 12 inches above the ground for larger trees. Since trunks are seldom round, the average of the largest diameter and that perpendicular to it is referred to as caliper. A diameter tape shall be used to measure caliper.

Clearing or removing a tree means the removal of a tree by digging, pushing, poisoning or cutting, or the effective removal through damage.

Dripline means an imaginary line on the ground defined by vertical lines which extend from the outermost tips of the tree branches to the ground.

Encroachment means any protrusion of a vehicle outside of a parking space, display area or accessway into a landscaped area.

Forest crops means any group of trees that are of proper species and sufficient density, size and number to make them marketable for sale as wood products (e.g., furniture, lumber, paper, chips, pallets, boxes and lighter wood).

Hattracking means to flat-cut the top or sides of a tree, severing the leader or leaders; to make internodal cuts; to prune a tree by stubbing off mature wood larger than three inches in diameter, or reducing the total circumference of canopy spread not in conformance with the current National Arborist Association standards.

In contemplation of means a tree is removed in contemplation of an improvement if the purpose of the removal is principally to facilitate any improvement of the class referenced in this land development code, regardless of when or by whom construction of the improvement is contemplated.

Landscaping means and consists of any of the following or combinations thereof:

- (1) Materials, such as, but not limited to, grass, ground covers, shrubs, vines, hedges; and
- (2) Nonliving durable material commonly used in landscaping, such as, but not limited to, rocks, pebbles, sand walls or fences, but not including paving.

Nonpreferred trees means all types of trees set forth in section 123-49.

Park trees means trees, shrubs, bushes and all other woody vegetation in public parks having individual names, and in all areas owned by the city or to which the public has free access as a park.

~~*Preferred and*~~ *Replacement trees* means all the species of trees set forth in section 123-47, preferred tree list. Plant materials used shall equal or exceed the standards for Florida No. 1 as established and revised by the state department of agriculture.

~~*Preferred shrub* means all the species of shrubs set forth in section 123-48.~~

Severely trimmed mean the cutting of the branches and/or trunk of a tree in a manner which will substantially reduce the overall size of the tree area so as to destroy the existing symmetrical appearance or natural shape of the tree in a manner which results in the removal of the main lateral branches, leaving the trunk of the tree with a stub appearance.

Shrub means a low-growing woody perennial plant differing from a tree by its low stature and, generally, by its production of several basal stems instead of single bole.

Site review committee means the members of the administrative staff of the city established for the purpose of providing professional and technical review of applications and related documentation for development which is proposed to occur within the city.

Street trees means trees, shrubs, bushes and all other woody vegetation on land lying between property lines on either side of all streets, avenues or ways within the city.

Topping means undesirable pruning practices resulting in internodal cutting back of branches with little regard to the natural shape of the tree. See the definition of the term "hatracking."

Tree means any living, woody, self-supporting perennial plant which normally grows to a minimum height of 15 feet. As used in this land development code, the word "tree" refers to preferred trees unless an alternative usage is expressly defined and approved.

Vehicular use areas means and includes any accessways, parking spaces or areas, paved outdoor sales areas not under a roof, and loading and unloading facility areas.

Vine means a plant with a climbing or creeping stem which usually rests upon or is attached to a supporting structure, and which normally requires support to reach mature form.

ARTICLE II LANDSCAPING

Section 123-40 Installation of Landscape Material

- (c) Canopy and ~~understory~~ accent trees shall be properly staked to ensure healthy growth and increased survivability. Staking kits shall use guidelines that are adjustable and made of nylon or other material that will not harm the bark of the tree. Wire or cable guidelines with hose strapping are prohibited. Staking kits shall be removed one year after the certificate of occupancy is issued, unless otherwise directed by staff.

Section 123-42 **Plant Material**

- (4) Accent Understory tree species shall be a minimum of eight feet in overall height immediately after planting with a four-foot spread and shall meet the standards as specified in section 123-1.
- (6) Palms. For Commercial use, ~~Palm trees~~ may be used in place of canopy trees or understory trees to meet the minimum tree requirements. In no case shall the total number of palms of all species combined account for more than 20 percent of the required canopy trees nor more than 20 percent of the required understory trees.

For Residential and Commercial use, the minimum size of palms is six feet of clear trunk for tree form palms. Two palm trees count as one canopy or understory tree unless it is a large specimen palm tree such as a Medjool or Date Palm which may be counted as one palm tree to one canopy or understory tree. ~~Palm tree replacement species and locations must be approved by the city site review committee.~~

Section 123-43 **Landscape Buffers**

- (e) *Buffers adjacent to rights-of-way for nonresidential uses.*
- (3) *Plantings.* The required landscape buffer shall be planted with three canopy trees and five accent understory trees per 100 linear feet or fractional part thereof. Shrubs and groundcovers, excluding lawn grass, shall comprise at least 50 percent of the required buffer area, and shall form a continuous three-foot high landscape screen adjoining driveways and parking areas.
- (f) *Buffers along rights-of-way for residential subdivisions and multifamily developments.* Within single-family and multifamily residential developments, a buffer shall be provided along the external roadways to reduce noise generated by traffic and create a visual barrier. Plant and/or structural materials shall be properly installed and maintained in perpetuity. All such buffers shall be in a landscape tract that is maintained by a homeowner's association. Buffers shall conform to either one of the following specifications:
- (2) A buffer a minimum of 25 feet in width, consisting of an earthen berm, trees and a continuous hedge. Earthen berms shall be a minimum of three feet in height unless otherwise determined by the site review committee. The combined height of the berm and shrubs shall be a minimum of six feet. The height of six feet shall normally be reached within one year from planting. Three canopy tree and five accent understory trees shall be planted for each 100 linear feet of frontage or fractional part thereof. All plant materials utilized shall conform to the plant material specifications of this chapter.
- (k) *Landscape buffers under utility lines.* Landscape buffers that are required under this article that are within 20 feet of existing overhead electric power utility lines may substitute the required canopy trees with understory accent trees as listed in section 123-47. Substituted accent understory trees must use a variety of accent understory trees and shall not include any more than 50 percent of a single variety. Any substitutions must be approved by the site review committee with submittal of a landscape plan. All tree trimming and maintenance must be in accordance with section 123-41.

Section 123-46 Landscaping Adjacent to Fences, Walls or Dumpster Enclosures

- (2) One canopy tree shall be required for every 50 linear feet of wall or fence abutting a street or right-of-way, and one canopy tree shall be required for every 75 linear feet of wall or fence adjacent to a perimeter parcel line.

Section 123-47 Landscape Materials List

- (1) All landscape materials shall be in accordance with the approved “Landscape Material List” within the “City of Clermont Landscape Standards” as amended. This list details the types of species allowed for landscaping use.

~~Preferred tree list.~~

~~Preferred Canopy Tree List~~

<i>a</i>	<i>;</i> <i>;</i> <i>;</i>	<i>e</i>		
XX		md	American Elm	Ulmus americana
	XX	wd	Bald Cypress	Taxodium distichum
		m	Basswood	Tilia americana
XX	XX	dm	Live Oak	Quercus virginiana
XX		md	Pignut Hickory	Carya glabra
			Ironwood	Carpinus caroliniana
XX		wm	Pond Cypress	Taxodium ascendens
	XX	md	Red Bay	Persea borbonia
XX		wd	Red Maple	Acer rubrum
XX		d	Sand Live Oak	Quercus geminata
XX		d	Scrub Hickory	Carya floridana
XX		md	Southern Magnolia	Magnolia grandiflora
XX	X	m	Sugarberry	Celtis laevigata
XX	X	mwd	Sweet Gum	Liquidambar styraciflua
		m	Sycamore	Platanus occidentalis
		m	Tulip Tree	Liriodendron tulipifera
XX		dm	Turkey Oak	Quercus myrtifolia
XX	XX	mw	Winged Elm, Cork Elm	Ulmus alata
	XX	md	Shumard Oak	
			Slash Pine	Pinus elliotii
			Long Leaf Pine	Pinus palustris
			Little Gem Magnolia	Magnolia grandiflora 'Little Gem'

~~Preferred Understory Tree List~~

<i>a</i>	<i>;</i> <i>;</i> <i>;</i>	<i>e</i>		
XX		dm	American Holly	Ilex cassine
XX		d	Bluejack Oak	Quercus incana
X		m	Cherry Laurel	Prunus caroliniana

CITY OF CLERMONT
ORDINANCE NO. 2025-017

XX	XX		Chickasaw Plum	Prunus angustifolia
X	XX	dm	East Palatka Holly	
XX		md	Flowering Dogwood	Cornus florida
		md	Fringe Tree	Chionanthus virginica
XX	XX	d	Myrtle Oak	Quercus myrtifolia
XX	X	md	Redbud	Cereis canadensis
XX	XX	dm	Southern Red Cedar	Juniperus silicicola
XX	X		Walter's Viburnum	Viburnum obovatum
XX	XX		Wax Myrtle	Myrica cerifera
XX			Wild Olive (Devilwood)	Osmanthus americanus
X	XX	md	Crepe Myrtle	Lagerstroemia indica
X	XX	dw	Youpon Holly	

~~a = Unidentified drought tolerance scale used in our land development regs.~~

~~b = Landscaping to promote water conservation using the principles of Xeriscape.~~

~~This is a drought tolerance index provided by SJRWMD:~~

~~X = Moderate drought tolerance~~

~~XX = High drought tolerance~~

~~e = Drought Tolerant Plant Guide for Lake County. Lake County Water Authority.~~

~~d = dry~~

~~m = moist~~

~~w = wet~~

Section 123-48 **Soil Amendments**

With any new development or redevelopment of a site, a soil amendment plan will be required. The plan shall follow the requirements contained within the "City of Clermont Landscape Standards" as amended.

. Preferred shrub list.

~~Preferred shrubs are as follows:~~

~~Preferred Shrub List~~

	<i>Common Name</i>	<i>Botanical Name</i>
(X)	Arborvitae, Oriental (E)	Platyeladus-orientalis
	-Azalea (E)	Rhododendron hybrids
(X)	Boxwood, Japanese (E)	Buxus microphylla
(X)	Crepe Myrtle (D)	Lagerstroemia indica
(X)	Cypress, Leylandii (E)	Cypressocyparis leylandii
(X)	Feijoa (E)	Feijoa sellowiana
(X)	Holly, Ambigua (D)	Hex ambigua
(X)	Holly, American (E)	Hex opaca

CITY OF CLERMONT
ORDINANCE NO. 2025-017

(X)	Holly, Burford (E)	Ilex cornuta
(XX)	Holly, Yaupon (E)	Ilex vomitoria
(XX)	Juniper (E)	Juniperus spp.
(XX)	Palmetto, Saw	Serenoa repens
(XX)	Palmetto, Scrub	Sabal etonia
(X)	Photinia, Red-leaf (E)	Photinia glabra
(X)	Photinia, Red-tip "Fraserii"	Photinia fraserii
(X)	Pittosporum, Japanese (E)	Pittosporum tobira
(XX)	Podocarpus, Yew (E)	Podocarpus macrophyllus
(X)	Privet, Chinese (E)	Ligustrum sinense
(X)	Privet, Florida (D)	Forestiera segregata
(XX)	Privet, Japanese (E)	Ligustrum japonicum
(XX)	Sage, Texas (E)	Leucophyllum frutescens
(XX)	Silverthorn (E)	Elageagnus pungens
	Viburnum, Sandankwa (E)	Viburnum suspensum
(X)	Viburnum, Sweet (E)	Viburnum odoratissimum
(XX)	Wax Myrtle (E)	Myrica cerifera

Key:

~~(X)~~—Xeriscape—Moderate drought tolerance

~~(XX)~~—Xeriscape—High drought tolerance

~~(D)~~—Deciduous

~~(E)~~—Evergreen

Section 123-49 Nonpreferred Trees

Nonpreferred trees are as follows:

Nonpreferred Trees

<i>Common Name</i>	<i>Botanical Name</i>
Silk Oak	Grevillea robusta
Jacaranda	Jacaranda acutifolia
Australian Pine	Casuarina species
Eucalyptus	<u>Eucalyptus obliqua</u>
Ear Tree	Enterlobium cyclocarpum
Paper Mulberry	Broussonetia papyrifera
Chinaberry	Nebia azedarch
Cajeput or Punk Tree	Melaluca leucadendra
Florida Holly or Brazilian Pepper	Schinus terebinfolius
Chinese Tallow Tree	Sapium sebiferum
Mimosa	Albizzia julibrissin
Black cherry	Prunus Serotina



CITY OF CLERMONT
ORDINANCE NO. 2025-017

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. 2025-017

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 27th day of May, 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
ORDINANCE NO. 2025-017

BUSINESS IMPACT ESTIMATE

TO: Mayor Murry and Council Members
FROM: Planning and Development Services / Curt Henschel
DATE: May 12, 2025
SUBJECT: Ordinance No. 2025-017 – Amendments to various sections of the LDC under Chapter 123 Vegetation

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

Ordinance 2025-017 is proposed to be adopted by the City on May 27, 2025, and is subject to this new requirement. Following are the categories required to be addressed for the proposed ordinance based on the new legislation:

1. Summary of proposed Ordinance 2025-017.

Land Development Code, Chapter 123, Vegetation, Article I and Article II, to update various sections in the LDC with regard to Landscaping.

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

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

There are no direct compliance costs for businesses.

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

There are no new charges or fees on existing businesses.

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

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

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

The proposed ordinance is not expected to impact any existing businesses.

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

No additional information.

Order Confirmation

Not an Invoice

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City of Clermont - LEGALS Po Box 120219 Clermont FL 34712-0219
Contact Name:	Nicole Wisniewski
Contact Phone:	352.241.7334
Contact Email:	nwisniewski@clermontfl.org
PO Number:	

Date:	04/29/2025
Order Number:	11269196
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	63.0000
Height in Inches:	5.2200

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	05/12/2025 - 05/12/2025	Govt Public Notices
LEE dailycommercial.com	1	05/12/2025 - 05/12/2025	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	\$101.54
Tax Amount	\$0.00
Service Fee 3.99%	\$4.05
Cash/Check/ACH Discount	-\$4.05
Payment Amount by Cash/Check/ACH	\$101.54
Payment Amount by Credit Card	\$105.59

Order Confirmation Amount	\$101.54
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Ad Preview

LEGAL NOTICE

On Tuesday, May 27, 2025 at 5:30 PM the Clermont City Council will consider the proposed ordinance to allow for the amendment of the Land Development Regulations, Chapter 123, Vegetation, Article I, and Article II.

ORDINANCE NO. 2025-017

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE CHAPTER 123, "VEGETATION", ARTICLE I "IN GENERAL", SECTION 123-1 "DEFINITIONS"; ARTICLE II "LANDSCAPING", SECTION 123-40(C) "INSTALLATION OF LANDSCAPE MATERIAL", SECTION 123-42(4) "PLANT MATERIAL", SECTION 123-43(E3) (F2)(K) "LANDSCAPE BUFFERS", SECTION 123-46(2) "LANDSCAPING ADJACENT TO FENCES, WALLS OR DUMPSTER ENCLOSURES", SECTION 123-47 "PREFERRED TREE LIST", SECTION 123-48 "PREFERRED SHRUB LIST", SECTION 123-49 "NONPREFERRED TREES", 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
#11269196 5/12/2025



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, May 13, 2025		
Agenda Item Name		
Ordinance No. 2025-018 <i>Intro</i> <i>Irrigation and Landscaping Regulations</i>		
Requested Action		
Recommend approval of Ordinance No. 2025-018.		
Staff Report		
The City Staff is proposing code changes to the Land Development Code regarding Landscaping. These changes are focused around water conservation within the city. These changes include: 1. The requirement of soil amendments: this proposed change will require the addition of compost material to the top layer of soil before any new landscape material is to be introduced to the parcel. 2. The requirement of smart controllers. These are wi-fi-based irrigation controllers that operate more efficiently when detecting weather events in the area. 3. Limiting the amount of sod to be used: this limitation will limit the overall amount of non-drought-tolerant sod from the current allowance of 60% to 25%. 4. Allowing additional Florida Friendly plants to be used within the landscape. The current plant list is being revamped to a referenced "Landscape Standards" which will include all approved species along with an option to utilize approved IFAS (Institute of Food and Agricultural Sciences) Florida Friendly plants. 5. Reducing the annual water budget for each landscape customer from 35 inches per year to 28 inches. This is backed and supported by the St Johns River Water Management District. These changes collectively will substantially contribute to water conservation measures throughout the city, which are being driven by the St. Johns River Water Management District. The water conservation measures are a benefit to the City, the homeowners, and the residents. Staff recommends approval of Ordinance 2025-18.		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2025-018	2025-018.pdf	
2. 2025-018 BIE for Irrigation & Landscaping	2025-018 Business Impact Estimate for Code Irrigation & Landscaping.pdf	
3. Landscape Standards 3-25	Landscape Standards 3-25.docx	
4. Legal Ad	Legal Ad.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2025-018

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING CHAPTER 18, “ENVIRONMENT AND NATURAL RESOURCES”, ARTICLE VIII “WATER EFFICIENT IRRIGATION AND LANDSCAPING”; DIVISION 1 “GENERALLY”, SECTION 18-212 “DEFINITIONS”, SECTION 18-216 “APPLICATION OF LANDSCAPE AND IRRIGATION SYSTEM DESIGN PROVISIONS”, SECTION 18-218 “EXCEPTION TO LANDSCAPE IRRIGATION PROVISIONS”; DIVISION 2 “IRRIGATION”, SECTION 18-247 “IRRIGATION PLAN SUBMITTAL”, SECTION 18-248 “IRRIGATION SYSTEM DESIGN”, SECTION 18-250 “LANDSCAPE IRRIGATION SCHEDULE”; DIVISION 3 “LANDSCAPING”, SECTION 18-279 “LANDSCAPING STANDARDS”, SECTION 18-281 “DESIGN STANDARDS”, 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 May 6, 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 City Code, Chapter 18, “Environment and Natural Resources”, Article VIII “Water Efficient Irrigation and Landscaping”; Division 1 “Generally”, Section 18-212 “Definitions”, Section 18-216 “Application of Landscape and Irrigation System Design Provisions”, Section 18-218 “Exception to Landscape Irrigation Provisions”; Division 2 “Irrigation”, Section 18-247 “Irrigation Plan Submittal”, Section 18-248 “Irrigation System Design”, Section 18-250 “Landscape Irrigation Schedule”; Division 3 “Landscaping”, Section 18-279 “Landscaping Standards”, Section 18-281 “Design Standards”; and

NOW, THEREFORE, BE IT HEREBY ORDAINED by the City Council of the City of Clermont, that various sections with Chapter 18, “Environment and Natural Resources”, Article VIII, Divisions 1, 2 and 3 of the Clermont City Code shall be amended to make changes, as set forth in the following amendments shown in Section 2.

SECTION 1: AUTHORITY

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

SECTION 2:

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

CHAPTER 18 ENVIRONMENT AND NATURAL RESOURCES, ARTICLE VIII WATER EFFICIENT IRRIGATION AND LANDSCAPING

DIVISION 1 GENERALLY

Section 18-212 Definitions

For the purpose of this article the following terms, phrases, words and their derivatives shall have the meaning given herein.

Address means the house number of the physical location of a specific property. This includes rural route numbers but excludes post office box numbers. If a lot number in a mobile home park or similar community is used by the United States Postal Service to determine a delivery location, the lot number shall be the property's address.

Annual beds means any landscape where the majority of plants are replaced yearly or more frequently.

Automatic irrigation smart controller means a web based controller that monitors weather conditions and adjusts the irrigation events automatically based on site data. ~~timer, capable of operating solenoid valves, to set days and lengths of time for proper application of water, in each irrigation zone.~~

Best management practices (BMPs) means irrigation system, lawn, and landscape practices designed to reduce negative impacts on the environment and promote water conservation.

District means the St. Johns River Water Management District.

Drought tolerant plants means plants, once established, that survive on natural rainfall with occasional irrigation during dry periods.

Emitter means a device that applies irrigation water. The term "emitter" is primarily used to refer to the low flow rate devices used in micro-irrigation systems.

Even-numbered address means an address ending in the numbers 0, 2, 4, 6, 8 or the letters A through M.

Florida Friendly Landscape, as provided for in F.S. § 373.185, means quality landscapes that conserve water and protect the environment and are adaptable to local conditions and which are drought tolerant. The principles of Florida Friendly Landscape include planning and design, appropriate choice of plants, soil analysis which may include the use of solid waste compost, efficient irrigation, practical use of turf, appropriate use of mulches, and proper maintenance.

Green space means the entire parcel less the building footprint, driveways, vehicular use areas, hardscapes such as decks, swimming pools, decorative fountains, patios, and other nonporous areas. Stormwater management systems, and wetland conservation areas, lakes, rivers and creeks are excluded in the calculation of green space area.

Irrigation system means a permanent watering system designed to transport and distribute water to plants as a supplement to natural rainfall.

Irrigation zone means a control valve circuit containing emitters and/or sprinklers with consistent application rates.

Landscape irrigation means the outside watering of plants in a landscape such as shrubbery, trees, lawns, grass, ground covers, plants, vines, gardens and other such flora that are situated in such diverse locations as residential areas, public, commercial, and industrial establishments, and public medians and rights-of-way. The term "landscape irrigation" does not include agricultural crops, nursery plants, cemeteries, golf course greens, tees, fairways, primary roughs, and vegetation associated with recreation areas, such as, but not limited to, football, baseball and soccer fields.

Landscape plant zone means a grouping of plants with similar water and cultural needs, such as sunlight and soil. Plant groupings based on water use are as follows: natural plants, drought tolerant plants, and oasis plants.

Micro-irrigation means the frequent application of small quantities of water directly on or below the soil surface or plant root zone, usually as discrete drops, tiny streams or miniature sprays through emitters placed along the water delivery pipes (laterals). Micro-irrigation encompasses a number of methods or concepts, including drip; previously known as trickle irrigation, subsurface, bubbler and micro-spray irrigation.

Mulch means any material applied to the soil surface to retain soil moisture, control erosion, inhibit weeds, and/or regulate soil temperatures.

Natural plants means plants, once established, that survive on rainfall without irrigation.

Nonresidential landscape irrigation means the irrigation of landscape not included within the definition of the term "residential landscape irrigation," such as that associated with public, commercial and industrial property, including commercial or transient housing units, hotel and motel units, and public medians and rights-of-way.

Oasis plants means plants, once established, requiring frequent irrigation.

Odd-numbered address means an address ending in the numbers 1, 3, 5, 7, 9 or the letters N through Z.

Overspray means water that is delivered beyond the landscape area wetting pavements, walks, structures, or other nonlandscaped areas.

Plant bed means a grouping of trees, shrubs, ground covers, perennials, or annuals growing together in a defined area devoid of turf grass, normally using mulch around the plants (DEP Model Ordinance). For the purposes of Florida Water Star, plant beds must be designed so that, at maturity, the plant material must provide coverage of 60 percent of the plant bed.

Rain sensor device means a calibrated device that is designed to measure rainfall and override the irrigation cycle of the irrigation system when a predetermined amount of rainfall has occurred.

Reclaimed water means a reclaimed water system, including systems in which the primary source is reclaimed water; which may or may not be supplemented from another source during peak demand periods.

CITY OF CLERMONT
ORDINANCE NO. 2025-018

Residential landscape irrigation means the irrigation of landscape associated with any housing unit having sanitary and kitchen facilities designed to accommodate one or more residents, including multiple housing units and mobile homes.

Running annual water budget means a water budget based on 12 consecutive months of irrigation water consumption.

Runoff means water not absorbed by the soil that flows from the area.

Site appropriate plants means landscape plant species that are suited to the site growing conditions.

Turf and/or turf grass means continuous plant coverage consisting of grass species appropriately suited to the site where it is planted.

Water features means features of a site that holds water temporarily or permanently. The term "water features" may include both natural features such as lakes, wetlands, rivers and creeks, or artificial features such as retention and detention ponds, fountains, ditches and canals.

Wind sensor means a device used to measure the wind speed or velocity and override the irrigation cycle of the irrigation system when a pre-determined wind speed has occurred.

Section 18-216 **Application of Landscape and Irrigation System Design Provisions**

- (a) Compliance with the landscape and irrigation system design provision of this article is required of all office, commercial, industrial, institutional, multifamily, and single-family sites receiving potable water service from the city and/or located within the city limits in the following categories:
 - (1) New construction.
 - (2) Newly irrigated landscaped and turf areas.
 - (3) ~~Renovations of existing landscapes.~~ All new developments shall incorporate language in their CCR docs to require irrigation systems, as designed and approved must be maintained as designed but maintained as needed.
 - (4) In the case of a phased residential development that is currently under development at the time of this revision, the remaining lots may be completed under the former LDR's pertaining to landscaping.
- (b) Alternate methods of compliance may be considered as long as they meet the intent and purpose of this article and the intent of the district.

Section 18-218 **Exception to Landscape Irrigation Provisions**

- (a) Irrigation using micro-spray, micro-jet, drip or bubbler irrigation is allowed ~~anytime.~~ provided it meets SJRWMD standards.
- (b) Irrigation of new landscape is allowed daily for the initial 30 days following installation and every other day for the next 30 days for a total of one 60-day period, provided that the irrigation is limited to the minimum amount necessary for such landscape establishment.

- (c) Watering in of chemicals, including insecticides, pesticides, fertilizers, fungicides, and herbicides when required by law, the manufacturer, or best management practices, is allowed at any time of day on any day within 24 hours of application. Lawn maintenance/pest control companies must install an advisory marker, visible in the front yard, showing the date of the application. Watering in of chemicals shall not exceed one-fourth inch of water per application except as otherwise required by law, the manufacturer, or best management practices.
- (d) Irrigation systems may be operated anytime for maintenance and repair purposes not to exceed ~~20~~ 10 minutes per hour per zone.
- (e) Irrigation using a hand-held hose equipped with an automatic shut-off nozzle is allowed any time of day on any day.
- (f) Discharge of water from a water-to-air air conditioning unit or other water-dependent cooling system is not limited.
- (g) The use of recycled water from wet detention treatment ponds for irrigation is allowed anytime provided the ponds are not augmented from any ground or off-site surface water, or public supply sources.

DIVISION 2 IRRIGATION

Section 18-247 Irrigation Plan Submittal

A detailed irrigation plan shall be submitted by an irrigation contractor certified by the city and/or the county, illustrating zones, pipe sizes, emitter types, nozzle size and precipitation rate and total precipitation rate for each zone, irrigation water source connection point, backflow prevention device, type and locations of automatic shut-off devices, controller specifications, and any other pertinent information shall be submitted to the water conservation coordinator for review and approval prior to installation of an irrigation system.

All Landscape and Irrigation Plans Must Contain the Following Information:

Provide legend on plan with symbol identifying type of emitter for each zone irrigated, rain & wind sensors, controller, irrigation zones, all solenoid valves, and backflow devices (including type).

Spray-type & rotor type irrigation may not be mixed within a single zone; and tree bubblers must be on a separate zone or on the zone with shrubs.

Identify separately all hardscape/impervious areas and building footprint.

Identify distinct property lines & lot dimensions.

Provide a legend with each plant species and number of units.

Identify species of turf in each turf zone — and calculate the percentage of non-drought tolerant species used on site property. (60/40 — High use)

Identify planting beds and included plantings area.

Section 18-248 Irrigation System Design

- (a) A site plan, at a readable and defined scale, shall be submitted illustrating the proposed irrigation zones. Turf areas shall be on separate irrigation zones from other landscape plant zones. The irrigation system shall be designed to accommodate separate landscape plant zones based on differing water requirements.



CITY OF CLERMONT
ORDINANCE NO. 2025-018

- (b) Spacing for rotors and sprays shall not exceed 50 percent of the sprinklers' diameter of coverage, per manufacturer's specifications to accomplish head-to-head coverage.
- (c) Sprays and rotors shall have matching application rates within each irrigation zone. Sprays and rotors may not be mixed within a single zone. Tree bubblers must be on a separate zone or on the zone with shrubs. Tree bubblers must be of a type that can be adjusted to be on or shut off.
- (d) All irrigation systems shall be designed to avoid overspray, runoff, low head drainage, or other similar conditions where water flows onto or over adjacent property, non-irrigated areas, walkways, roadways, structures, or water features. Narrow areas four feet wide or less shall not be irrigated unless such irrigation can be contained within that narrow area. Emitters may not transverse sidewalks or driveways in order to cover a larger area.
- (e) Irrigation control equipment installed prior to the 2025 landscape standards adoption shall include an automatic irrigation controller having program flexibility such as repeat cycles and multiple program capabilities. Automatic irrigation controllers shall have a replaceable battery back-up to retain the irrigation programs. The irrigation control equipment shall be reset to accommodate irrigation needs based on the season. Automatic control systems shall be equipped with an operable and properly placed and calibrated automatic shut-off or rain sensor device which will disable the system after a maximum of one-half inch of rainfall. Vents on such sensor must be closed. Such sensors may not be disabled at any time.
- (f) All properties that receive water from the city for the purpose of landscape irrigation must have a separate landscape irrigation meter. The city shall establish a running annual water budget (RAWB) for each landscape irrigation customer based on property size, pervious area, and an annual landscape irrigation application rate of 35 28 inches. Where individual residential lot sizes have not been determined, an initial running annual water budget shall be based on an assumed property size of 11,000 square feet (one-fourth acre) with 50 percent pervious area.
- (g) For a property for which a running annual water budget has been determined using an assumed property size and pervious area where a property exceeds the assumed specified property size of 11,000 square feet, a water customer may request that a new running annual water budget be established by submitting a signed and sealed property survey to the city's planning and development services department showing the total square footage of the property and the percent of pervious surface.
- (h) Exceeding the running annual water budget is subject to the fine schedule identified in section 18-245.
- (j) Newly installed sod will be permitted to have an establishment period not to exceed 45 days. During this establishment period, watering of the new sod is permitted during typical restricted times as defined in Section 18-250.

Section 18-250 **Landscape Irrigation Schedule**

- (a) All landscape irrigation shall be limited in amount to only that which is necessary to meet landscape needs and no more than three-fourths inch of water may be applied per irrigation zone on each day that irrigation occurs. Irrigation shall be prohibited between the hours of 10:00 a.m. and 4:00 p.m. Irrigation shall be limited to two days per week during Daylight Saving Time and one day per week during Eastern Standard Time, but at no time may any one zone run for more than one hour per zone per watering day.
- (b) The watering schedule is as follows:
 - (1) Daylight Saving Time (second Sunday in March to the first Sunday in November).
 - a. Odd addresses ending in 1, 3, 5, 7 and 9 or no address may water on Wednesday and Saturday.
 - b. Even addresses ending in 0, 2, 4, 6 and 8 may water on Thursday and Sunday.
 - c. Nonresidential irrigation may water on Tuesday and Friday.
 - (2) Eastern Standard Time (first Sunday in November to the second Sunday in March).
 - a. Odd addresses ending in 1, 3, 5, 7, and 9 or no address may water on Saturday.
 - b. Even addresses ending in 0, 2, 4, 6 and 8 may water on Sunday.
 - c. Nonresidential irrigation may water on Tuesday.
- (c) The city may adjust schedules for reclaimed customers to accommodate the city's reclaimed water system demands. These schedules may be changed in the future should the supply of reclaimed water either exceed or not meet demand. The city will notify such customers, in writing, should such changes be necessary. This schedule will follow the St. Johns River Water Management District schedule and restrictions.
- (d) A variance from the specific landscape irrigation days or day set forth in subsections (a) and (b) of this section may be granted if strict application of the scheduled days or day would lead to unreasonable or unfair results in particular instances, provided that the applicant demonstrates with particularity that compliance with the scheduled days or day will result in a substantial economic, health or other hardship on the applicant requesting the variance or those served by the applicant. Where a contiguous property is divided into different zones, a variance may be granted hereunder so that each zone may be irrigated on different days or day than other zones of the property. However, in no event shall the variance allow a single zone to be irrigated more than two days per week during Daylight Saving Time or more than one day per week during Eastern Standard Time.

DIVISION 3 **LANDSCAPING**

Section 18-279 **Landscaping Standards**

Landscaping shall meet all applicable landscape requirements adopted by the city, including those outlined in this division. All landscaping must comply with the Landscape Standards adopted on May 27, 2025, which are Florida Friendly quality landscapes that conserve water and protect the environment and are adaptable to local conditions and which are drought tolerant. The principles of Florida Friendly Landscape include planning and design, appropriate choice of plants,

soil analysis which may include the use of solid waste compost, efficient irrigation, practical use of turf, appropriate use of mulches, and proper maintenance.

Section 18-281 **Design Standards**

- (a) Installed trees and plants shall be grouped together into landscape plant zones according to water and cultural (soil, climate, and light) requirements.
- (b) Plant groupings based on water requirements are as follows: natural, drought tolerant and oasis.
- (c) ~~Landscape designed prior to the 2025 adoption shall have W~~wind breaks ~~shall be~~ utilized to reduce wind velocity and water loss that occurs by evaporation during irrigation and by evapotranspiration from plants. Windbreaks can be formed by walls, fences, shrub beds or hedges. An alternative to the physical windbreaks may be the addition of a wind sensor set to disengage the irrigation system when wind speeds exceed 15 miles per hour.
- (d) ~~Residential (single family and duplex): A maximum of 25 percent of the landscape area may be planted with irrigated turf grass. All other areas shall be planted with approved plants within the adopted Landscape Standards, or drought tolerant turf grass that is not irrigated. A maximum of 60 percent of the landscape area may be planted with turf grass if a non-drought tolerant species of turf grass is used. St. Augustine species are not drought tolerant in the city area. There is no limit to the amount of turf grass that may be used if such turf grass is of a drought-tolerant species, such as Bahia or centipede.~~
Commercial and Multifamily: commercial, multifamily, common green areas in subdivisions and retention ponds shall use Bahia grass or other approved drought tolerant ground cover.
- (e) A layer of mulch to a minimum depth of three inches shall be specified on the site plan in plant beds and around individual trees in turf areas. ~~Non-Organic mulch (such as rubber) is prohibited. Organic mulches are preferred.~~ The mulch shall not be placed directly against the plant stem or tree trunk. Mulch shall not be required in annual beds.

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. 2025-018

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. 2025-018

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 27th day of May, 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
ORDINANCE NO. 2025-018

BUSINESS IMPACT ESTIMATE

TO: Mayor Murry and Council Members
FROM: Planning and Development Services / Curt Henschel
DATE: May 12, 2025
SUBJECT: Ordinance No. 2025-018 – Amendments to various sections of the City Code under Chapter 18, Article VIII, Division 1, 2 & 3

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

Ordinance 2025-018 is proposed to be adopted by the City on May 27, 2025, and is subject to this new requirement. Following are the categories required to be addressed for the proposed ordinance based on the new legislation:

1. Summary of proposed Ordinance 2025-018.

City Code, Chapter 18, Article VIII, Division 1, 2 & 3, to update various sections in the Code with regard to Irrigation and Landscaping.

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

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

There are no direct compliance costs for businesses.

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

The proposed ordinance does not add new charges or fees on existing businesses; however, new development will incur additional costs under the soil and landscaping proposed amendments.

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

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

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

The proposed ordinance is not expected to impact any existing businesses.

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

No additional information.



City of Clermont

Landscape Standards

May 2025



CITY OF CLERMONT ~ Landscape Standards

1. Purpose and Intent.

The purpose of these standards and guidelines is to contribute to the development of a well-planned urban environment by fostering the creation of visually compatible and harmonious streetscapes. Their intent is to: (a) create and maintain a strong community image, identity and sense of place; (b) create and maintain a positive visual ambiance for the community; (c) enhance and sustain property values; (d) promote a high degree of compatibility between surrounding structures and land uses, (e) establish and promote a standard for quality design and enduring quality development; and (f) foster civic pride and community spirit by maximizing the positive impact of quality development.

2. Applicability

The Landscape Standards shall apply to all new development and redevelopment within the City, with the following exceptions:

- (a) Additions, renovations, replacement or redevelopment of an existing structure or project, where the cost of such additions, renovations, replacement or redevelopment does not exceed 50 percent of the value of the existing structure(s), of 35 percent of the square footage of the existing structure(s), unless the use of the structure(s) or project has ceased for a period of more than 365 consecutive days, or unless cumulative additions, renovations, replacement or redevelopment initiated during any five-year period meet the thresholds listed above, whereupon the provisions herein shall apply.

3. Submittal and Approval Requirements

Submission and approval of project plans shall be in accordance with the applicable sections of the City's Code of Ordinances. In addition, the following is required:

Landscape drawings shall be a required exhibit of any site plan required to be submitted for development approval. Such drawings shall be rendered in color prior to final project review by the Development Review Committee and shall include construction material specifications, color charts, structure dimensions, service area and mechanical equipment locations, outdoor storage area locations, screening devices, master lighting plan, and any other information as determined necessary by the City to ensure consistency with the intent of this ordinance. Final approval of all required project design submittals shall be by the city as part of the development approval process.

CITY OF CLERMONT ~ Landscape Standards

4. Landscape Materials List:

Landscape materials below are approved for use for landscape plans. Additional species may be accepted that are approved by the Florida-Friendly Landscaping Program produced by the Institute of Food and Agriculture Sciences (IFAS), and accepted by the administrative official.

<u>Category</u>	<u>Common Name</u>	<u>Latin Name</u>
Ground Covers	Lanceleaf Coreopsis	<i>Coreopsis lanceolata</i>
Perennials	Blazing Star' Liatras	<i>Liatras spicata 'Blazing Star'</i>
Perennials	Black Eyed Susan	<i>Rudbeckia hirta</i>
Perennials	Blanket Flower	<i>Gallardia pulchella</i>
Perennials	Tropical Sage	<i>Salvia coccinea</i>
Perennials	Native Star' Starry Rosin Flower	<i>Silphium asteriscus 'Native Star'</i>
Perennials	Native Blue Porterweed	<i>Stachytarpheta jamicensis</i>
Perennials	Stokes Aster	<i>Stokesia laevis</i>
Grasses	Elliott's Lovegrass	<i>Eragrostis elliotii</i>
Grasses	Purple Lovegrass	<i>Eragrostis spectabilis</i>
Ground Covers	Swamp Twinflower	<i>Dyschoriste humistrata</i>
Ground Covers	Dry Twinflower	<i>Dyschoriste oblongifolia</i>
Ground Covers	Sunshine Mimosa	<i>Mimosa strigillosa</i>
Ground Covers	Frogfruit	<i>Phyla nodiflora</i>
Perennials	Florida Greeneyes	<i>Berlandiera subacaulis</i>
Perennials	Leavenworth Tickseed	<i>Coreopsis leavenworthii</i>
Grasses	Pink Muhly Grass	<i>Muhlenbergia capillaris</i>
Grasses	Little Bluestem	<i>Schizachyrium scoparium</i>
Grasses	Sand Cord Grass	<i>Spartina bakeri</i>
Grasses	Fakahatchee Grass	<i>Tripsicum dactyloides</i>
Grasses	Dwarf Fakahatchee Grass	<i>Tripsicum floridanum</i>
Palms	Medjool Palm	<i>Phoenix dactylifera</i>
Palms	Sylvester Date Palm	<i>Phoenix sylvestris</i>
Palms	Bismarck plam	<i>Bismarckia nobilis</i>
Palms	Paurotis palm	<i>Acoelorrhaphe wrightii</i>
Palms	Needle Palm	<i>Rhapidophyllum hystrix</i>
Palms	Scrub Palmetto	<i>Sabal etonia</i>
Palms	Dwarf Palmetto	<i>Sabal minor</i>
Palms	Sabal Palm	<i>Sabal palmetto</i>
Palms	Green Saw Palmetto	<i>Serenoa repens 'Green Form'</i>

CITY OF CLERMONT ~ Landscape Standards

Palms	Silver Saw Palmetto	<i>Serenoa repens</i> 'Silver Form'
Palms	Adams Needle	<i>Yucca filamentosa</i>
Palms	Coontie	<i>Zamia floridana</i>
Perennials	Milkweed 'Swamp'	<i>Asclepias incarnata</i>
Perennials	Aquatic milkweed	<i>Asclepias perennis</i>
Perennials	Butterfly Milkweed	<i>Asclepias tuberosa</i>
Perennials	Sea Oxeye Daisy	<i>Borrichia frutescens</i>
Perennials	Goldenaster	<i>Chrysopsis spp</i>
Perennials	False Rosemary	<i>Conradia canescens</i>
Perennials	Button Rattlesnake Master	<i>Eryngium yuccifolium</i>
Perennials	Coral bean	<i>Erythrina herbacea</i>
Perennials	Dune Sunflower	<i>Helianthus debilis</i>
Perennials	Scorpion Tail	<i>Heliotropium angiospermum</i>
Perennials	Scarlet hibiscus	<i>Hibiscus coccineus</i>
Perennials	Swamp Hibiscus	<i>Hibiscus grandiflores</i>
Perennials	Atlantic St. John's Wort	<i>Hypericum tenuifolium</i>
Perennials	Buttonsage	<i>Lantana involucrata</i>
Perennials	Beebalm	<i>Monarda punctata</i>
Perennials	Manyflower beardtongue	<i>Penstemon multiflorus</i>
Perennials	Narrowleaf Silkgrass	<i>Pityopsis graminifolia</i>
Perennials	Seaside Goldenrod	<i>Solidago sempervirens</i>
Perennials	Ohio Spiderwort	<i>Tradescantia ohiensis</i>
Perennials	Giant Ironweed	<i>Vernonia gigantea</i>
Shrubs	American Beautyberry	<i>Callicarpa americana</i>
Shrubs	Buttonbush	<i>Cephalanthus occidentalis</i>
Shrubs	Cocoplum	<i>Chrysobalanus icaco</i>
Shrubs	Calusa Firebush	<i>Hamelia patens</i> 'Calusa'™
Shrubs	Oakleaf Hydrangea	<i>Hydrangea quercifolia</i>
Shrubs	Holly 'Schilling's Dwarf'	<i>Ilex vomitoria</i> 'Schilling's Dwarf'
Shrubs	Ocala' Anise	<i>Illicium parviflorum</i> 'Ocala'
Shrubs	White Cloud' Muhly Grass	<i>Muhlenbergia capillaris</i> 'White Cloud'
Shrubs	Show Stopper' Simpson's Stopper	<i>Mycianthes fragrans</i> 'Show Stopper'™
Shrubs	Stoppermorph' Dwarf Simpson's Stopper	<i>Myrcianthes fragrans</i> 'Stoppermorph'
Shrubs	Don's Dwarf' Wax Myrtle	<i>Myrica cerifera</i> 'Don's Dwarf'
Shrubs	Bahamian Coffee	<i>Psychotria ligustrifolia</i>
Shrubs	Little Psycho' Wild Coffee	<i>Psychotria nervosa</i> 'Little Psycho'™
Shrubs	Darrow's Blueberry	<i>Vaccinium darrowii</i>
Shrubs	Densa' Viburnum	<i>Viburnum obovatum</i> 'Densa'

CITY OF CLERMONT ~ Landscape Standards

Shrubs	Mrs Schillers' Viburnum	<i>Viburnum obovatum</i> 'Mrs Schillers'
Shrubs	Withlacoochee' Viburnum	<i>Viburnum obovatum</i> 'Withlacoochee'
Trees- Accent	Crepe Myrtle	<i>Lagerstoemia</i>
Trees - Accent	White Fringe Tree	<i>Chionanthus virginicus</i>
Trees - Accent	Nativa' Dahoon Holly	<i>Ilex cassine</i> 'Nativa'
Trees - Accent	Souther Red Cedar	<i>Juniperus silicicola</i>
Trees - Accent	Taylor' Juniper Eastern Red Cedar	<i>Juniperus virginiana</i> 'Taylor'
Trees - Accent	Silver Mist' Sweetbay Magnolia	<i>Magnolia virginiana</i> 'Silver Mist'
Trees - Accent	Wax Myrtle	<i>Myrica cerifera</i>
Trees - Accent	Flatswood Plum	<i>Prunus umbalata</i>
Trees - Accent	Weeping Yaupon Holly	<i>Ilex vomitoria</i>
Trees - Accent	Potano' Yaupon Holly	<i>Ilex vomitoria</i> 'Potano'
Trees - Accent	Pride of Houston' Yaupon Holly	<i>Ilex vomitoria</i> 'Pride of Houston'
Trees - Canopy	Florida Flame' Red Maple	<i>Acer rubrum</i> 'Florida Flame'
Trees - Canopy	Sweetgum	<i>Liquidambar styraciflua</i>
Trees - Canopy	Slender Silouhette' Sweetgum	<i>Liquidambar styraciflua</i> 'Slender Silouhette'
Trees - Canopy	Bracken Brown Beauty' Southern Magnolia	<i>Magnolia grandiflora</i> 'Bracken Brown Beauty'
Trees - Canopy	Little Gem' Southern Magnolia	<i>Magnolia grandiflora</i> 'Little Gem'
Trees - Canopy	Miss Chloe' Southern Magnolia	<i>Magnolia grandiflora</i> 'Miss Chloé®'
Trees - Canopy	Sycamore	<i>Plantanus occidentalis</i>
Trees - Canopy	Bluff Oak	<i>Quercus austrina</i>
Trees - Canopy	Sand Live Oak	<i>Quercus geminata</i>
Trees - Canopy	Live Oak	<i>Quercus virginiana</i>
Trees - Canopy	Cathedral' Live Oak	<i>Quercus virginiana</i> 'Cathedral'
Trees - Canopy	Pond Cypress	<i>Taxodium ascendens</i>
Trees - Canopy	Bald Cypress	<i>Taxodium distichum</i>
Trees - Canopy	Winged Elm	<i>Ulmus alata</i>
Trees - Canopy	Slash Pine	<i>Pinus elliottii</i>
Trees - Canopy	Densa' Pine	<i>Pinus elliottii</i> 'Densa'
Trees - Canopy	Longleaf Pine	<i>Pinus palustris</i>

CITY OF CLERMONT ~ Landscape Standards

5. Irrigation Controller:

In order to foster water efficiency for landscape plantings, a “smart” Wifi based irrigation controller will be required for any new or redeveloped property.

Unlike traditional irrigation controllers that operate on a preset programmed schedule and timers, smart irrigation controllers monitor weather, soil conditions, evaporation and plant water use to automatically adjust the watering schedule to actual conditions of the site. These controllers significantly improve outdoor water use efficiencies.

If WIFI is not available, standards prior to this adoption shall apply. See section 18-248 Irrigation System Design.

6. Soil Amendments

Soil amendments required:

In order to ensure water conservation efforts and provide best management practice for establishing and maintaining landscape material, soil amendments shall be required as indicated below:

Compost Quality Standards

Compost products utilized for soil amending purposes shall be certified by the U.S. Composting Council's Seal of Testing Assurance (STA) Program.

The compost should have an organic matter content of 50- 65% (dry weight), and a carbon to nitrogen (C:N) ratio below 20:1.

Composts with low organic matter contents contain high levels of silica and other inorganic compounds and do not add organic matter to the soil. A compost with a C:N ratio greater than 20:1 indicates that the material is incomplete and will likely utilize nitrogen as it continues to decompose in the soil. This may rob plants of N during the important establishment phase and lead to the need for supplemental fertilizer applications.

Particle Size Distribution of the compost: Minimum of 95% by weight shall pass a 5/8" screen. pH: of the compost should be 6.0- 8.0 as determined by saturated paste.

Practical Instructions for Amending Post-Construction Soils

Preparing the Area to be Amended

1. Soil amending should not occur until all on-site construction traffic has ended. All building construction, including outdoor pavement, and installation of major utilities should be completed.

CITY OF CLERMONT ~ Landscape Standards

Installation of irrigation lines and components should occur after amending is complete to avoid risk of damaging irrigation lines during tilling.

2. The soil surface should be graded smooth and free of any construction debris, or trash.
3. It is recommended that irrigation components, irrigation installation equipment, and sod be staged on-site in preparation to install irrigation system and lay sod as soon as possible after amending the soil.

Applying Compost to Disturbed Soils

1. , Compost should be spread evenly over the surface at the prescribed rate of 4 yd³ / 1,000 ft², which is a depth of 1.3 inches.
2. Level out any shallow or deep compost areas to ensure even depth. No areas of bare soil should be visible.
4. Retain copies of receipts for compost (volume yd³) delivered to the site, as they can be used during inspection to verify post-construction soil standards have been met.

Incorporation of Compost

1. Using a rotary tiller, incorporate amendment to a depth of 6 inches into the soil.

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:	Nicole Wisniewski
Contact Phone:	352.241.7334
Contact Email:	nwisniewski@clermontfl.org
PO Number:	Ordinance 2025-018

Date:	04/29/2025
Order Number:	11269357
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	74.0000
Height in Inches:	6.1300

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	05/12/2025 - 05/12/2025	Govt Public Notices
LEE dailycommercial.com	1	05/12/2025 - 05/12/2025	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	\$118.92
Tax Amount	\$0.00
Service Fee 3.99%	\$4.74
Cash/Check/ACH Discount	-\$4.74
Payment Amount by Cash/Check/ACH	\$118.92
Payment Amount by Credit Card	\$123.66

Order Confirmation Amount	\$118.92
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Ad Preview

LEGAL NOTICE

On Tuesday, May 27, 2025 at 5:30 PM the Clermont City Council will consider the proposed ordinance to allow for the amendment of the City Code, Chapter 18, Article VIII, Division 1, 2 & 3.

ORDINANCE NO. 2025-018

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING CHAPTER 18, "ENVIRONMENT AND NATURAL RESOURCES", ARTICLE VIII "WATER EFFICIENT IRRIGATION AND LANDSCAPING"; DIVISION 1 "GENERALLY", SECTION 18-212 "DEFINITIONS", SECTION 18-216 "APPLICATION OF LANDSCAPE AND IRRIGATION SYSTEM DESIGN PROVISIONS", SECTION 18-218 "EXCEPTION TO LANDSCAPE IRRIGATION PROVISIONS"; DIVISION 2 "IRRIGATION", SECTION 18-247 "IRRIGATION PLAN SUBMITTAL", SECTION 18-248 "IRRIGATION SYSTEM DESIGN", SECTION 18-250 "LANDSCAPE IRRIGATION SCHEDULE"; DIVISION 3 "LANDSCAPING", SECTION 18-279 "LANDSCAPING STANDARDS", SECTION 18-281 "DESIGN STANDARDS", 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
May 12, 2025
11269357



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, May 13, 2025		
Agenda Item Name		
Ordinance No. 2025-019 <i>Intro Ivey Ridge Annexation</i>		
Requested Action		
Recommend approval of Ordinance No. 2025-019.		
Staff Report		
The City is requesting annexation of the subject parcel as authorized by the utility agreement with the property owner through the notice of encumbrance to annex provision. The agreement with the City was executed on November 8, 2022. The property is being developed and will be receiving wastewater services from the City. The property, approximately 60.51 acres, was approved for 155 residential single-family dwelling units in the PUD. The annexation is being requested in order to allow the building permits to be issued by the City of Clermont. The related request for a comprehensive plan amendment and rezoning request will come at a later date and will be very similar to what has been approved in Lake County. The current zoning is PUD and the current future land use is Urban Low in Lake County. In order to expedite the process, staff recommend approval of the annexation with the understanding the rezoning and comprehensive plan amendment will follow in the near future.		
Additional Analysis		
Fiscal Impact Summary		
None on the current operating budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2025-019 Annexation Ivey Ridge (04.28.2025)	2025-019 Annexation Ivey Ridge (04.28.2025).pdf	
2. Location Map	Location Map.pdf	
3. Ivy Ridge SIGNED UA	Ivy Ridge SIGNED UA.pdf	
4. Ivy Ridge PUD Ordinance Lake County	Ivy Ridge PUD Ordinance Lake County.pdf	
5. Legal Ad	Legal Ad.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2025-019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND IN ACCORDANCE WITH THE INTERLOCAL SERVICE BOUNDARY AGREEMENT DATED DECEMBER 2, 2014; PROVIDING FOR CONFLICT, SERVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Clermont, Florida approved a Utility Service Agreement for Wastewater for the subject property, dated November 8, 2022; and

WHEREAS, the City Council of the City of Clermont, Lake County, Florida, has determined that it is in the best interest of the City and of the property herein sought to be annexed that the City annex the following described property; and

WHEREAS, the City Council has determined that the area sought to be annexed is in need of the services which the City can offer and the City has determined that such area sought to be annexed will be substantially benefited by annexation; and

WHEREAS, the City Council has determined that all requirements of Section 171.044, Florida Statutes, have been met.

SECTION 1.

NOW, THEREFORE, BE IT ORDAINED, under the provisions of Florida Statute Chapter 171 and the General and Special Laws of the State of Florida; that the City of Clermont, Lake County, Florida, does hereby annex to and make part of its corporate boundaries; the following described property contiguous to the present City boundary, to-wit:

LEGAL DESCRIPTION

LCPA PARCEL ID# 06-23-26-0003-000-00800, 06-23-26-0003-000-00801,
06-23-26-0003-000-00803, 13-23-25-0500-035-00000, 13-23-25-05000-035-00001,
& 13-23-25-0500-045-00000

AS PROVIDED BY ALLEN & COMPANY, INC.

PARCEL NO. 1:

THE NORTH 362 FEET OF THE WEST 362 FEET OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, LESS THE WEST 33 FEET FOR ROAD, IN SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA.



CITY OF CLERMONT
ORDINANCE NO. 2025-019

PARCEL NO. 2:

THE NORTH 132 FEET OF TRACTS 35 AND 36, IN SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST, MONTE VISTA PARK FARMS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 27, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

LESS AND EXCEPT THAT PORTION CONVEYED TO LAKE COUNTY FOR ROAD RIGHT OF WAY IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2772, PAGE 1175, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL NO. 3:

TRACTS 35 AND 36 IN SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST, IN LAKE COUNTY, FLORIDA, ACCORDING TO THE PLAT OF MONTE VISTA PARK FARMS, RECORDED IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA., LESS THE NORTH 132 FEET THEREOF.

PARCEL NO. 4:

TRACTS 45 AND 46, MONTE VISTA PARK FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 27, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING OTHERWISE DESCRIBED AS THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23 SOUTH, TOWNSHIP 23 SOUTH, RANGE 26 EAST.

PARCEL NO. 5:

THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST, IN LAKE COUNTY, FLORIDA, LESS THE NORTH 362 FEET OF THE WEST 362 FEET OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LYING WITHIN THE FOLLOWING DESCRIBED PARCEL:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST; THENCE RUN SOUTH 88°28'30" WEST, FOR A DISTANCE OF 661.95 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°28'30" WEST, FOR A DISTANCE OF 661.95 FEET; THENCE RUN SOUTH 00°01'30" WEST, FOR A DISTANCE OF 20.00 FEET; THENCE NORTH 88°28'30" EAST, FOR A DISTANCE OF 362.00 FEET; THENCE RUN SOUTH 00°01'30" WEST, FOR A DISTANCE OF 342.00 FEET; THENCE RUN NORTH 88°28'30" EAST, FOR A DISTANCE OF 299.95 FEET; THENCE RUN NORTH 00°01'30" EAST, FOR A DISTANCE OF 362.00 FEET, TO THE POINT OF BEGINNING.

AND

THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LESS THE RIGHT OF WAY OF A COUNTY ROAD AND ALSO LESS THE FOLLOWING TWO TRACTS:

TRACT 1: THE NORTH 362 FEET OF THE WEST 362 FEET OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST;

TRACT 2: FROM THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST; THENCE RUN SOUTH 88°28'30" WEST, FOR A DISTANCE OF 661.95 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°28'30" WEST, FOR A DISTANCE OF 661.95 FEET; THENCE RUN SOUTH 00°01'30" WEST, FOR A DISTANCE OF 20.00 FEET; THENCE RUN NORTH 88°28'30" EAST, FOR A DISTANCE OF 362.00 FEET; THENCE RUN SOUTH 00°01'30" WEST, FOR A DISTANCE OF 342.00 FEET; THENCE RUN NORTH 88°28'30" EAST, FOR A DISTANCE OF 299.95 FEET; THENCE RUN NORTH 00°01'30" EAST, FOR A DISTANCE OF 362.00 FEET TO THE POINT OF BEGINNING.

Alternate Keys: 1593433, 1752558, 1796873, 2705914, 1593417, and 1663083

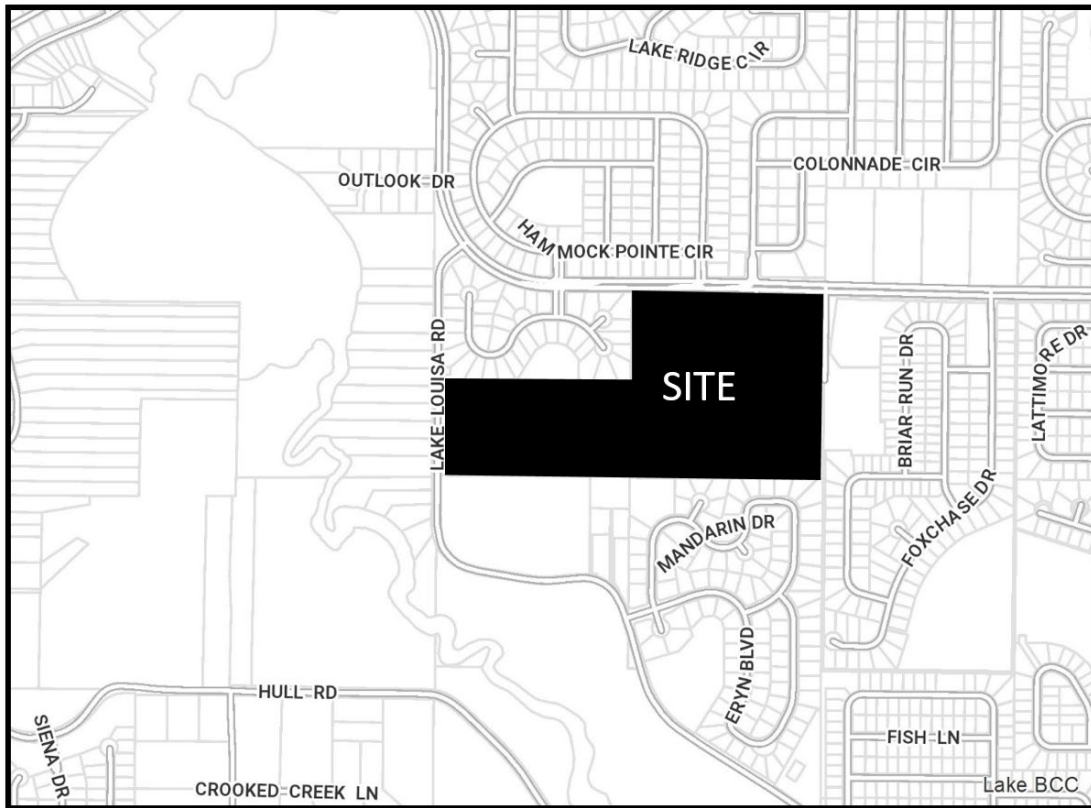
LOCATION

Ivey Ridge Subdivision

Vacant parcels located southeast of

**Lake Louisa Road and Hammock Ridge Road intersection, adjacent to Foxchase
(Alternate Keys 1593433, 1752558, 1796873, 2705914, 1593417 and 1663083)**

60.51 +/- Acres





CITY OF CLERMONT
ORDINANCE NO. 2025-019

SECTION 2:

That the afore described property shall be and hereby is made part and parcel of the City of Clermont, Lake County, Florida, and that said property shall be subject to all the laws, ordinances, and provisions pertaining to the City of Clermont.

SECTION 3:

All property afore described shall henceforth be subject to ad valorem taxation by the City of Clermont, Lake County, Florida and any other general or special taxes or assessments.

SECTION 4: CONFLICT

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

SECTION 5: SEVERABILITY

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

SECTION 6: ADMINISTRATIVE CORRECTION

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

SECTION 7: RECORDING

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

SECTION 8: PUBLICATION AND EFFECTIVE DATE

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



CITY OF CLERMONT
ORDINANCE NO. 2025-019

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, on this 27th day of May, 2025.

CITY OF CLERMONT

Tim Murry, Mayor

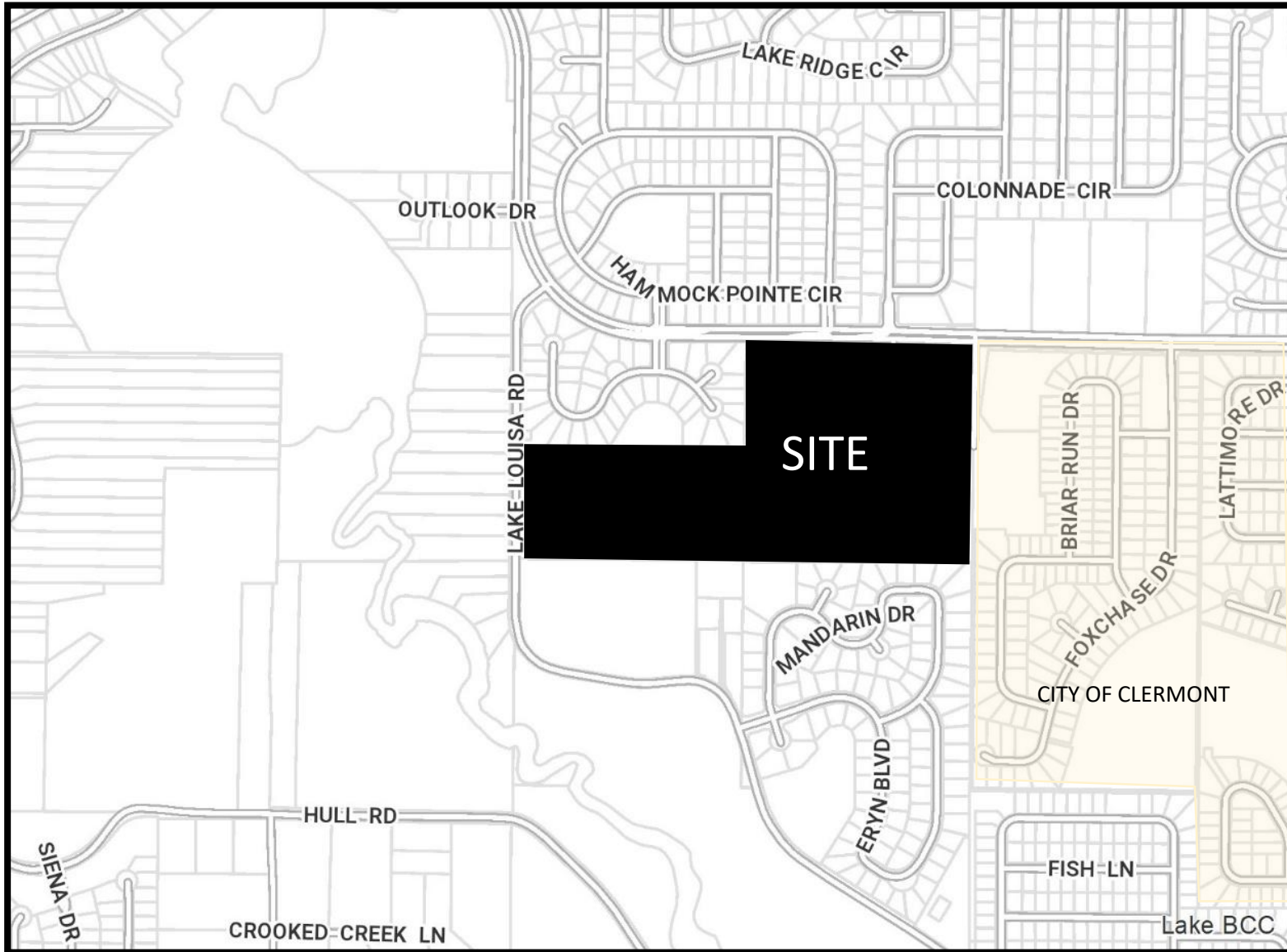
ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

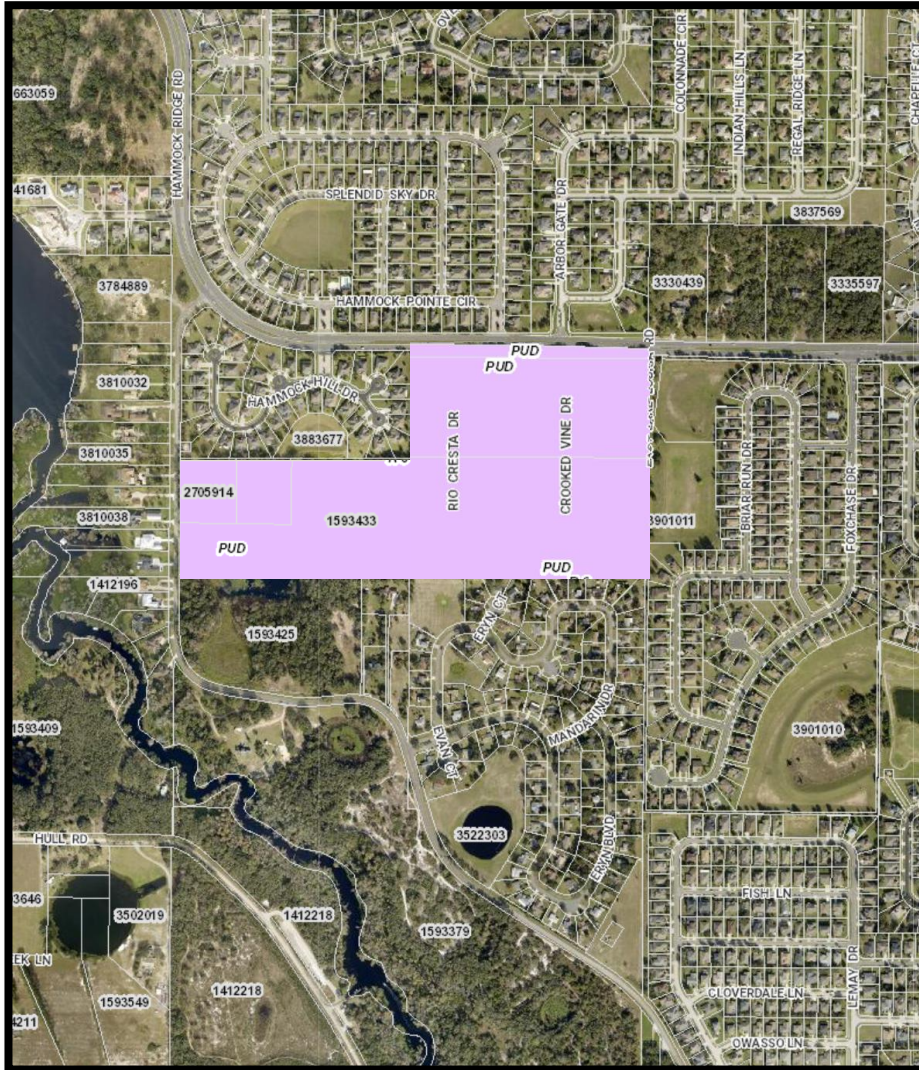
Christian W. Waugh, City Attorney

Ivey Ridge Annexation

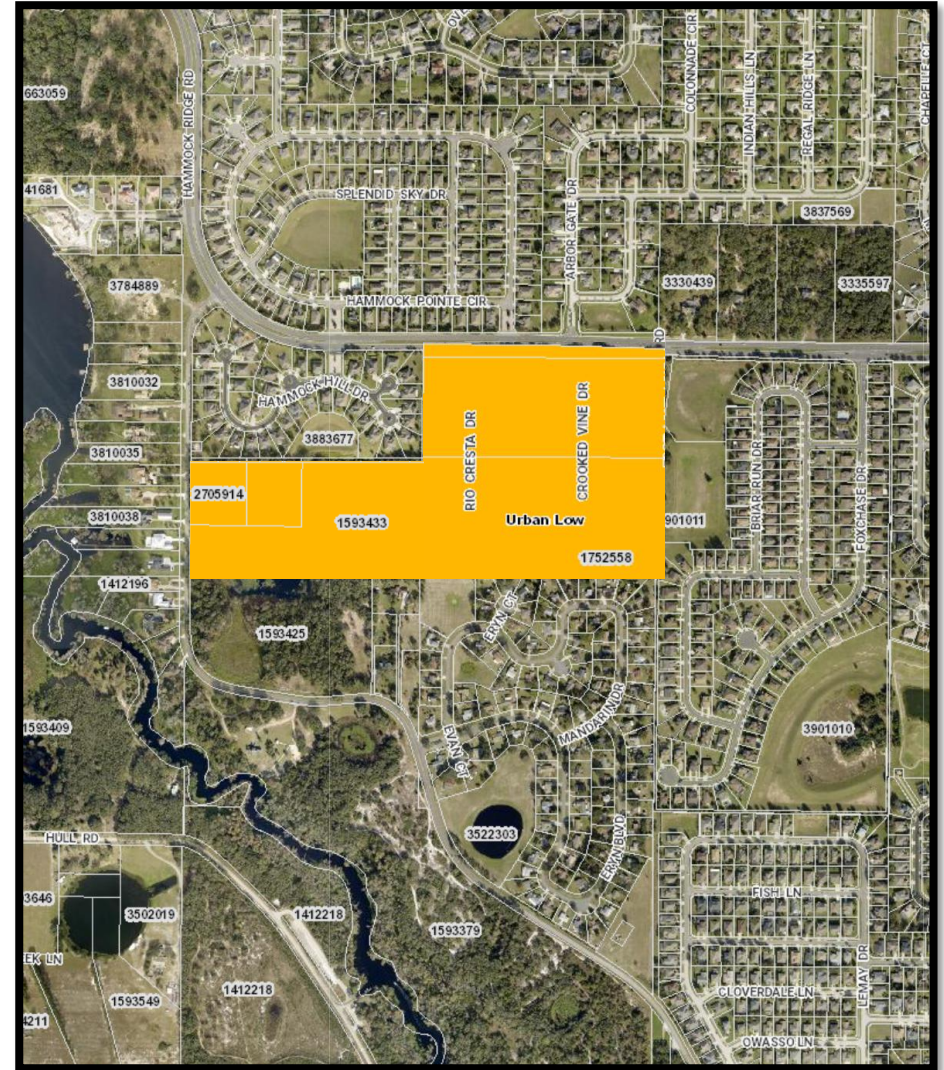


Ivey Ridge – Current Zoning and FLU

PUD



Urban Low



**UTILITY SERVICE AGREEMENT
FOR WASTEWATER**

This document constitutes an agreement between the CITY of Clermont, hereby referred to as **CITY**, a municipality of the State of Florida, and AMH Development, LLC, and any successors or assigns, hereby referred to as **OWNER**.

WITNESSETH

Whereas, OWNER is requesting service for a 145 lot single-family residential development described on Exhibit 'A', attached hereto and by this reference made a part hereof; and

Whereas, the Property is located in the unincorporated area of Lake County and the OWNER is requesting sewer service from the CITY; and

Whereas, as a condition of CITY providing said sewer to the property. Lines and appurtenances must be sized and constructed in accordance with the minimum requirements of CITY Land Development Regulations and to meet the flow demands for the subdivision; and

Whereas, as a condition of the provision of sewer service to the Property by the CITY, OWNER agrees that this Agreement shall constitute an unconditional application to annex the Property into the City of Clermont, if CITY chooses to do so; and

Whereas, as a condition precedent to the City's obligations herein, OWNER shall pay to City within thirty (30) days of the effective date of this Agreement the sum of \$3,500 to defer the cost to the City to process the annexation contemplated herein.

Whereas, OWNER and CITY are entering into this Agreement to set forth the terms and conditions under which sewer service shall be extended and sized.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties do hereby agree as follows:

Section 1. SEWER – Each and all of the foregoing premises are incorporated into and constitute a part of this Agreement.

- 1.1 CITY shall provide sewer service for the Property.
- 1.2 OWNER shall connect to the existing City system at connection point or points approved by CITY.
- 1.3 The OWNER shall construct the facilities, lines and appurtenances necessary to serve the development and provide such documentation necessary for the CITY to ascertain that the lines shall meet the minimum line size requirements as specified by the CITY Land Development Regulations.
- 1.4 In the event the CITY chooses to oversize the lines or appurtenances, the CITY shall provide to the OWNER the specifications regarding sizes to be included in the final improvement plans.

- 1.5 The OWNER shall be responsible for the construction of all onsite lines and appurtenances to serve the project. No building permits shall be issued until sewer is provided to the site or until a bond or letter of credit, acceptable to CITY, is in place to guarantee completion of improvements. No Certificate of Occupancy shall be issued until sewer improvements have been completed and accepted by the CITY.
- 1.6 The OWNER shall be responsible for all costs of onsite improvements, including but not limited to design, material, permitting and installation of sufficient size lines, lift stations and other appurtenances necessary to allow the CITY to serve the Property.
- 1.7 The existing utilities must stay in service throughout construction. If the construction requires that the utilities be relocated or altered, the OWNER shall prepare plans, permit the project and construct the modifications at the OWNER's expense.
- 1.8 The OWNER shall be responsible for all costs including design, permitting, materials and construction of the sewer lines and appurtenances, both on site and off site, required to serve the Property.
- 1.9 The OWNER shall be responsible for all applicable fees including but not limited to impact fees, connection fees and permitting fees. All fees are non-refundable.
- 1.10 The development being served is shown in Exhibit "C". Major changes as determined by the Clermont Site Review Committee may require an amendment to this Agreement.
- 1.11 This Agreement shall be voided after five (5) years if building permits have not been issued and building construction has not started.
- 1.12 The Agreement shall be for 33,546 gpd for sewer based on an annual average.

Section 2. DEVELOPMENT STANDARDS

- (a) The project shall be developed according to Conceptual Plan 9, prepared by Appian Engineering, Sheet CP-8, dated 9/15/2022 for the lot layout and lot size. The PROPERTY shall be developed in substantial accordance with the Hammock Ridge PUD Amendment Ordinance 2020-03, RZ-19-27-2, approved by the Lake County Board of County Commissioners recorded February 26, 2020 in Official Records Book 5428, Page 1025, of the Public Records of Lake County, Florida.
- (b) The streets within the project shall be privately owned and maintained.
- (c) The project shall be developed according to City standards, unless otherwise stipulated in this Agreement or subsequent amendments to this Agreement.

Section 3. ANNEXATION

OWNER agrees that CITY may annex the Property into the City of Clermont if CITY, in its sole discretion, chooses to do so. In conjunction herewith, OWNER shall provide to CITY a *Notice of*

Encumbrance to Annex Property in a form substantially in compliance with the form set forth in Exhibit "B", attached hereto and incorporated herein. The CITY shall record this Notice in the public records of Lake County whereupon it is agreed it shall serve as an enforceable encumbrance on the real property described in Exhibit "A". The Notice of Encumbrance shall be executed by all owners of the real property described in Exhibit "A" and shall be accompanied, at OWNER'S expense, by a current certificate of title or opinion letter acceptable to CITY and issued by a licensed title company or attorney identifying all owners in interest of the real property. All land transfers by OWNER shall contain a deed restriction or covenant noting the existence of this encumbrance to annex, such restriction to be recorded as a covenant to run with the land.

Section 4. SEVERABILITY

In the event that any provision of this agreement shall be held invalid or unenforceable, the provision shall be deleted from this agreement without affecting in any respect whatsoever the validity of the remainder of this agreement.

Section 5. NOTICES

All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

CITY

City of Clermont
City Manager
P.O. Box 120219
Clermont, FL 34712-0219

OWNER

AMH Development LLC
23975 Park Sorrento STE 300
Calabasas, CA 91302

Section 6. AMENDMENTS

Any amendment to this agreement is not effective unless the amendment is in writing and signed by all parties.

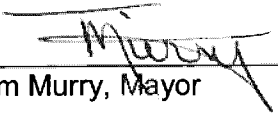
Section 7. EFFECTIVE DATE

The effective date of this agreement shall be the day of execution of the agreement required hereunder. This Agreement shall be valid for no longer than five (5) years.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date listed below. CITY through its City Manager, authorized to execute same by City Council action, and OWNER through _____.

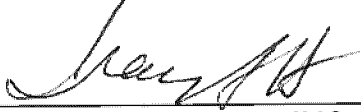
DATED this 8th day of November, 2022.

CITY OF CLERMONT



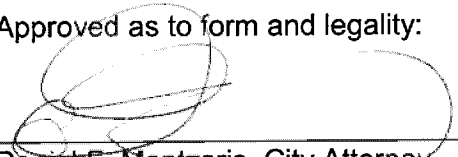
Tim Murry, Mayor

ATTEST:

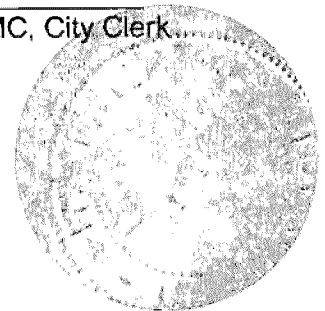


Tracy Ackroyd Howe, MMC, City Clerk

Approved as to form and legality:



Daniel F. Mantzaris, City Attorney



OWNER: AMH Development LLC

Signature

Title:

SUP

Print Name

TODD JONES

STATE OF GEORGIA
COUNTY OF COBB

The foregoing instrument was acknowledged before me on this 26 day of JANUARY, 2022, by TODD JONES, who is personally known to me or who has produced GA DRIVERS LICENSE as identification and who did not take an oath.

Notary Public

SEAL:

Type/print name MEGAN LAYCOCK

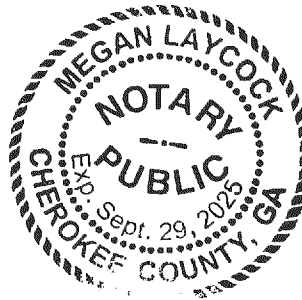


EXHIBIT "A"**PROPERTY DESCRIPTION****Owner:**

AMH Development LLC

Description:**LEGAL DESCRIPTION**

LCPA PARCEL ID# 06-23-26-0003-000-00800, 06-23-26-0003-000-00801,
06-23-26-0003-000-00803, 13-23-25-0500-035-00000, 13-23-25-05000-035-00001,
& 13-23-25-0500-045-00000
AS PROVIDED BY ALLEN & COMPANY, INC.

PARCEL NO. 1:

THE NORTH 362 FEET OF THE WEST 362 FEET OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, LESS THE WEST 33 FEET FOR ROAD, IN SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA.

PARCEL NO. 2:

THE NORTH 132 FEET OF TRACTS 35 AND 36, IN SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST, MONTE VISTA PARK FARMS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 27, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

LESS AND EXCEPT THAT PORTION CONVEYED TO LAKE COUNTY FOR ROAD RIGHT OF WAY IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2772, PAGE 1175, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL NO. 3:

TRACTS 35 AND 36 IN SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST, IN LAKE COUNTY, FLORIDA, ACCORDING TO THE PLAT OF MONTE VISTA PARK FARMS, RECORDED IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA., LESS THE NORTH 132 FEET THEREOF.

PARCEL NO. 4:

TRACTS 45 AND 46, MONTE VISTA PARK FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 27, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING OTHERWISE DESCRIBED AS THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23 SOUTH, TOWNSHIP 23 SOUTH, RANGE 26 EAST.

PARCEL NO. 5:

THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST, IN LAKE COUNTY, FLORIDA, LESS THE NORTH 362 FEET OF THE WEST 362 FEET OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LYING WITHIN THE FOLLOWING DESCRIBED PARCEL:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST; THENCE RUN SOUTH 88°28'30" WEST, FOR A DISTANCE OF 661.95 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°28'30" WEST, FOR A DISTANCE OF 661.95 FEET; THENCE RUN SOUTH 00°01'30" WEST, FOR A DISTANCE OF 20.00 FEET; THENCE NORTH 88°28'30" EAST, FOR A DISTANCE OF 362.00 FEET; THENCE RUN SOUTH 00°01'30" WEST, FOR A DISTANCE OF 342.00 FEET; THENCE RUN NORTH 88°28'30" EAST, FOR A DISTANCE OF 299.95 FEET; THENCE RUN NORTH 00°01'30" EAST, FOR A DISTANCE OF 362.00 FEET, TO THE POINT OF BEGINNING.

AND

THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LESS THE RIGHT OF WAY OF A COUNTY ROAD AND ALSO LESS THE FOLLOWING TWO TRACTS:

TRACT 1: THE NORTH 362 FEET OF THE WEST 362 FEET OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST;

TRACT 2: FROM THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST; THENCE RUN SOUTH 88°28'30" WEST, FOR A DISTANCE OF 661.95 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°28'30" WEST, FOR A DISTANCE OF 661.95 FEET; THENCE RUN SOUTH 00°01'30" WEST, FOR A DISTANCE OF 20.00 FEET; THENCE RUN NORTH 88°28'30" EAST, FOR A DISTANCE OF 362.00 FEET; THENCE RUN SOUTH 00°01'30" WEST, FOR A DISTANCE OF 342.00 FEET; THENCE RUN NORTH 88°28'30" EAST, FOR A DISTANCE OF 299.95 FEET; THENCE RUN NORTH 00°01'30" EAST, FOR A DISTANCE OF 362.00 FEET TO THE POINT OF BEGINNING.

Alternate Keys: 1593433, 1752558, 1796873, 2705914, 1593417, and 1663083

EXHIBIT "B"

Notice of Encumbrance
to Annex to City of Clermont

City of Clermont
685 W. Montrose Street
Clermont, FL 34712

THIS INSTRUMENT, Made this 8th day of November 2022, between AMH Development LLC, property owners in the County of Lake, State of Florida Grantor*, and the CITY OF CLERMONT, FLORIDA, A Municipal Corporation, Grantee*:

WITNESSETH, NOTICE is given that heretofore or contemporaneously herewith Grantor has petitioned the Grantee for it to permit voluntary annexation of Grantor's property below described into the corporate limits of the City of Clermont, and

GRANTOR, for and in consideration of the sum of ONE and 00/100 (\$1.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, DOES HEREBY ENCUMBER the below - described real property situate, lying and being in Lake County, Florida with the absolute requirement that the subject real property may be, at the sole discretion, and upon request of Grantee, annexed into the city limits of the City of Clermont at such time that the annexation of said real property is in accordance with applicable law,

GRANTOR, further agrees, on his/hers/theirs/its own behalf and that of Grantors' heirs and assigns to perform all ministerial functions necessary of the Grantor or Grantor's heirs and/or assigns (as the case may be) then required by law to enable the described real property to be incorporated into the city limits of the City of Clermont and where such ministerial functions consist of a simple written request or the renewal of the petition of which notice is given above, then this instrument shall be considered such request and/or renewal. The subject property is described as:

Exhibit "A"

Grantor is used for singular or plural, as the context requires. IN WITNESS THEREOF, GRANTOR has hereunto set Grantor's hand and seal the day and year first above written.

PROPERTY OWNER(S):

WITNESSES (Two required):

AMH Development LLC

Witnesses

By: [Signature]
Signature

1. [Signature]
Signature

TODD JONES SVP
Type or print name

VIVI EURNS
Type or print name

By: _____
Signature

2. [Signature]
Signature

Type or print name

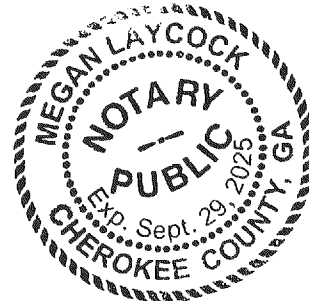
PRASHANTH BALACHANDRAN
Type or print name

STATE OF GEORGIA
COUNTY OF COBB

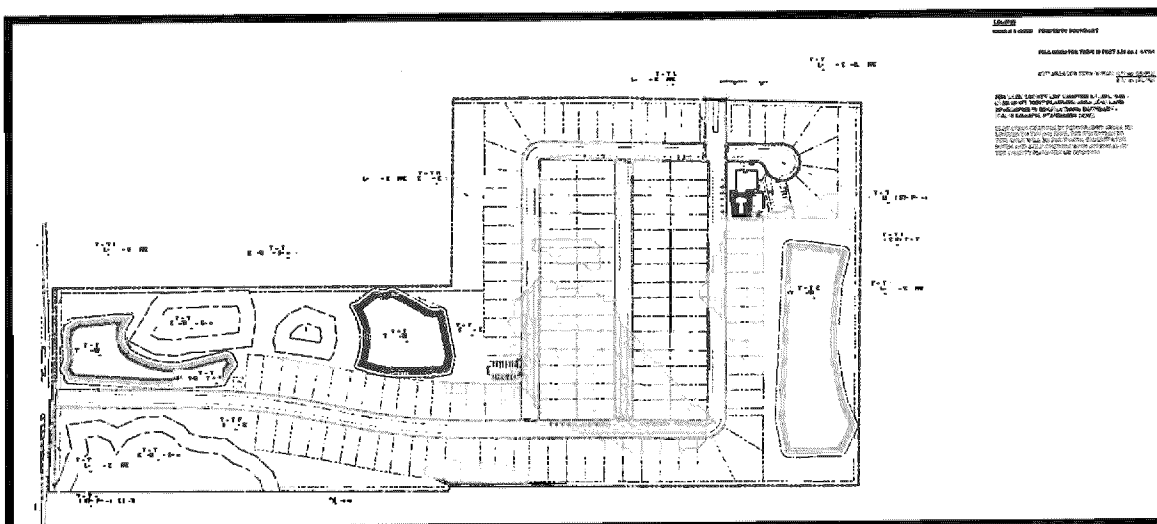
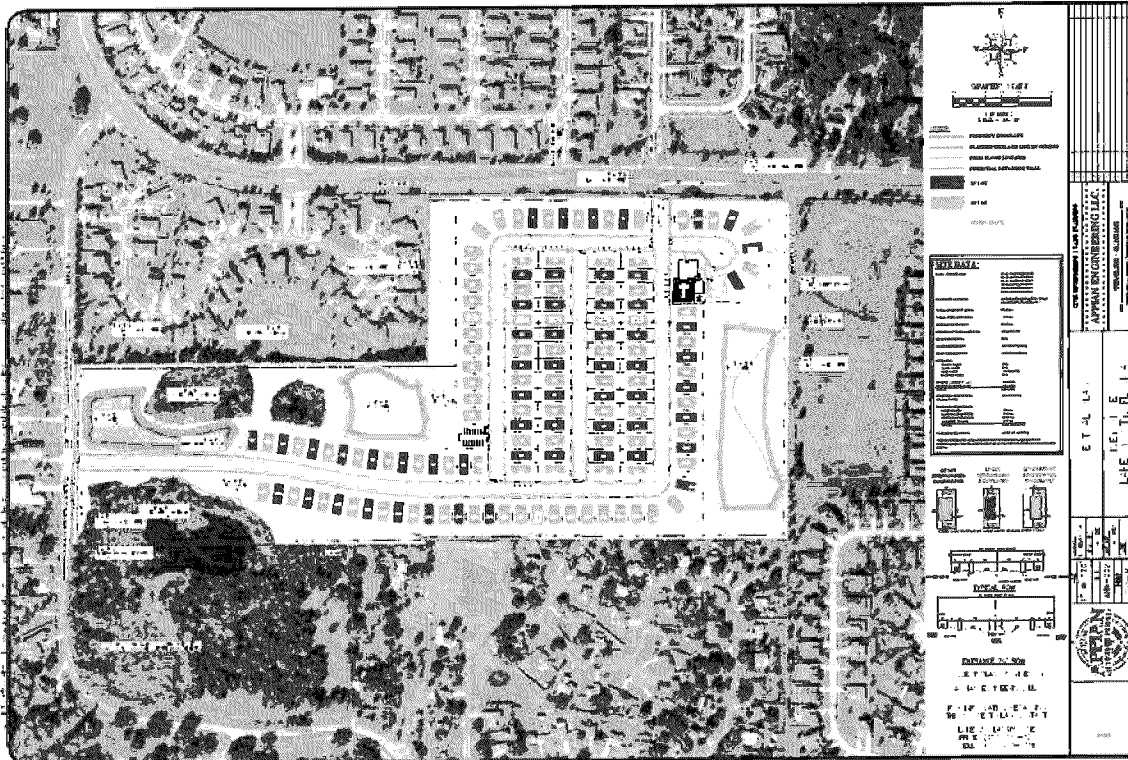
The foregoing instrument was acknowledged before me on this 26th day of JANUARY, 2022, by TODD JONES, who is personally known to me or who has produced GA DRIVER'S LICENSE as identification and who did not take an oath.

Notary Public [Signature] SEAL:

Type/print name MEGAN LAYCOCK



Pursuant to Section 695.29(3)(f): this instrument exempt from Chapter 695, F.S., Prepared by a Public Officer, City Attorney, City of Clermont, Florida 34712

EXHIBIT "C"**DIMENSION PLAN****Ivey Ridge Subdivision - Master Site Plan:**

ORDINANCE #2020-03
Hammock Ridge PUD Amendment
RZ-19-27-2

1 AN ORDINANCE OF THE LAKE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE
2 LAKE COUNTY ZONING MAPS; AND PROVIDING FOR AN EFFECTIVE DATE.

3 **WHEREAS**, Jim Atkinson of Summergate Companies, LLC (the "Applicant") made a request, on
4 behalf of Territo Corporation, a Florida Corporation, Angela & Joseph Territo, and Vernon A. Schneider
5 (the "Owners"), to rescind and replace Planned Unit Development (PUD) #2005-105 with a new ordinance
6 to rezone 14.99 +/- acres from PUD to Agriculture (A); rezone 16.12 +/- acres from Agriculture (A) to PUD;
7 to bring the PUD into compliance with current Land Development Regulations (LDR) and Comprehensive
8 Plan policies; and to propose setback waivers; and

9 **WHEREAS**, the subject property to be zoned Agriculture (A) consists of 14.99 +/- acres and is
10 generally located southeast of the intersection of Hammock Ridge Road and Lake Louisa Road, in the
11 Clermont area, in Section 6, Township 23 South, Range 26 East, having Alternate Key Number 1593425,
12 and more particularly described below:

13 **SCHNEIDER PROPERTY LEGAL DESCRIPTION: [EXHIBIT "A" – ATTACHED]**

14 **WHEREAS**, the subject property to be zoned Planned Unit Development (PUD) in total consists of
15 57.31 +/- acres and is generally located southeast of the intersection of Hammock Ridge Road and Lake
16 Louisa Road, in the Clermont area, in Section 6, Township 23 South, Range 26 East, having Alternate Key
17 Numbers 2705914, 1593417, 1593433, 1752558, 1752558, 1796873, and 1663083, and more particularly
18 described below:

19 **HAMMOCK RIDGE PUD LEGAL DESCRIPTION: [EXHIBIT "B" – ATTACHED]**

20 **WHEREAS**, the subject properties are located within the Urban Low Density Future Land Use
21 Category as shown on the Lake County Comprehensive Plan Future Land Use Map (FLUM); and

22 **WHEREAS**, on December 20, 2005, the Board of County Commissioners of Lake County, Florida,
23 approved PUD Ordinance #2005-105 for 120 single-family dwelling units, with a gross residential density of
24 2.2 dwelling units per acre; and

25 **WHEREAS**, this rezoning ordinance hereby rescinds and replaces Ordinance #2005-105; and

26 **WHEREAS**, the Lake County Planning & Zoning Board reviewed Petition RZ-19-27-2 on January
27 2, 2020, after giving Notice of Hearing on petition for a change in the use of land, including notice that said
28 petition was presented to the Board of County Commissioners of Lake County, Florida, on January 28,
29 2020; and

30 **WHEREAS**, the Board of County Commissioners reviewed said petition, the recommendations of
31 the Lake County Planning & Zoning Board, staff report, and any comments, favorable or unfavorable, from
32 the public and surrounding property owners at a public hearing duly advertised; and

33 **WHEREAS**, upon review, certain terms pertaining to the development of the above described
34 property have been duly approved; and

INSTRUMENT #2020024159

OR BK 5428 PG 1025 - 1034 (10 PGS)

DATE: 2/26/2020 11:43:07 AM

**GARY J. COONEY, CLERK OF THE CIRCUIT COURT
AND COMPTROLLER, LAKE COUNTY, FLORIDA**

RECORDING FEES \$86.50

NOW THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Lake County, Florida, that the Land Development Regulations of Lake County, Florida, be altered and amended as they pertain to the above subject properties, subject to the following terms:

Section 1 Terms:

1.1 The County Manager or designee shall amend the Official Zoning Map to rezone the property described in Exhibit "A" to Agriculture (A) zoning.

1.2 The County Manager or designee shall amend the Official Zoning Map to rezone the property described in Exhibit "B" to Planned Unit Development (PUD) zoning. This Ordinance shall rescind and replace Ordinance #2005-105. All uses upon the property described in Exhibit "B" shall be generally consistent with the "Conceptual Plan" attached hereto as Exhibit "C." To the extent where there are conflicts between the Conceptual Plan and this Ordinance, this Ordinance shall take precedence.

A. Land Uses:

1. Residential: 155 residential single-family dwelling units, not to exceed a density of 2.84 dwelling units per net buildable acre.

B. Setbacks:

1. Single-Family Residential:

Front	25 feet from the property line
Secondary Front	15 feet from the property line
Side ¹	Variable between 5-10 feet. (7.5 feet ¹ from the property line minimum without 4:1 slope between homes)
Rear	5 feet from the property line
Wetlands/Open Water	50 feet from the jurisdictional wetland line

¹Side Setbacks of 5 feet from the property line shall be allowed so long as the 10-foot cut/fill requirement and 4:1 maximum slope between homes is met.

2. All other setbacks shall be as established in the LDR, as amended.

C. Development Standards:

Open Space	Minimum 25% of the net buildable area of the entire site shall be dedicated to open space, as defined in the Comprehensive Plan. ¹
Lot Width	Minimum 50 feet
Impervious Surface Ratio (ISR)	Maximum 60% over the entire project site
Building Height	Maximum 40 feet

¹The homeowner's association for the property shall be responsible for maintaining the open space that is retained in its natural state, in such natural state.

All development requirements within the Urban Low Density (FLUC) shall be in accordance with the Comprehensive Plan and LDR, as amended.

D. Landscaping, Buffering, and Screening:

1. A minimum 50-foot wetlands buffer shall be provided to all wetlands. A conservation easement of the wetland area and buffer will be required. The easement must be dedicated to a conservation agency (FDEP or SJRWMD), a non-profit conservation organization or land trust, or Lake County, subject to acceptance by the Board of County Commissioners for maintenance and protection. The conservation easement will be required prior to Final Plat approval.
2. All landscaping located west of the residential lots to the entrance at Lake Louisa Road must utilize one-hundred (100) percent Florida-native species.
3. All other landscaping, buffering, and screening requirements shall be in accordance with the LDR, as amended.

E. Noise: Compliance shall be in accordance with the LDR, as amended.

F. Utilities: Central water and sewer connection shall be provided in accordance with the Comprehensive Plan and LDR, as amended.

G. Transportation Improvements/Access Management:

1. A Tier Two (2) Traffic Study will be required in accordance with the Conceptual Plan attached hereto as Exhibit "B."
2. Sidewalks will be required along Lake Louisa Road, in accordance with the LDR, as amended.

3. Turn lanes will be required at the entrances to the development on all county maintained roads.

4. East Lake Louisa Road will be required to be modified to meet current County standards, as amended.

5. All access management shall be in accordance with the Comprehensive Plan and LDR, as amended.

H. Stormwater Management:

1. The Stormwater management system shall be designed in accordance with all applicable Lake County and St. Johns River Water Management District (SJRWMD) requirements, as amended.

2. The developer shall be responsible for any flood studies required for developing the site and comply with the requirements of FEMA, the Lake County Comprehensive Plan, and LDR, as amended.

3. Any development within the floodplain as identified on the FEMA maps will require compensating storage.

I. Schools: School Concurrency shall be met before final plat approval in accordance with the Comprehensive Plan and LDR, as amended.

J. Lighting: Exterior lighting shall be in accordance with the LDR, as amended, and consistent with Dark-Sky Principles.

K. Signage: Signs shall be in accordance with the LDR, as amended.

L. Fire Protection and Emergency Services Access: Access and fire safety requirements of the development shall be provided in accordance with the Florida Fire Prevention Code and LDR, as amended.

M. Concurrency Management Requirements: Any development shall comply with the Lake County Concurrency Management System, as amended.

N. Development Review and Approval:

1. Prior to the issuance of any permits, the Applicant shall be required to submit a preliminary plat, construction plans, and final plat generally consistent with EXHIBIT "C" – Conceptual Plan for review and approval in accordance with the Comprehensive Plan and LDR, as amended.

2. PUD Expiration: Physical development shall commence within three (3) years from the date of this Ordinance approval. Failure to commence construction within three (3) years of approval shall cause the revocation of this ordinance, in accordance with the Comprehensive Plan or superseding documents as amended. Prior to expiration of the three-year time frame, the Board of County Commissioners may grant, via a Public Hearing, one (1) extension of the time frame for a maximum of two (2) years upon a showing that reasonable efforts have been made towards securing the required approvals and commencement of work.

O. Future Amendments to Statutes, Code, Plans, or Regulations: The specific references in this Ordinance to the Florida Statutes, Florida Administrative Code, Lake County Comprehensive Plan, and Lake County Land Development Regulations shall include any future amendments to the Statutes, Code, Plans, or Regulations.

Section 2. Conditions as altered and amended which pertain to the above tract of land shall mean:

A. After establishment of the facilities as provided herein, the aforementioned property shall only be used for the purposes named in this Ordinance. Any other proposed use must be specifically authorized by the Board of County Commissioners.

B. No person, firm, or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, add other uses, or alter the land in any manner within the boundaries of the above described land without first obtaining the necessary approvals in accordance with the Lake County Code, as amended, and obtaining the permits required from the other appropriate governmental agencies.

C. This Ordinance shall constitute a covenant running with the land, and inure to the benefit of, and the terms, conditions, and provisions of which shall be binding upon, the present Owner and any successor, and shall be subject to each and every condition herein set out.

D. Construction and operation of the proposed use shall at all times comply with the regulations of this and other governmental permitting agencies.

E. The transfer of ownership or lease of any or all of the property described in this Ordinance shall be included in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions established by this Ordinance and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following procedures contained in the Land Development Regulations, as amended.

F. Action by the Lake County Code Enforcement Special Master. The Lake County Code Enforcement Special Master shall have authority to enforce the terms and conditions set forth in this ordinance and to recommend that the ordinance be revoked.

Section 3. Severability: If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 4. Filing with the Department of State. The clerk shall be and is hereby directed forthwith to send a copy of this Ordinance to the Secretary of State for the State of Florida in accordance with Section 125.66, Florida Statutes.

[Remainder of Page Left Intentionally Blank]

Section 5. Effective Date. This Ordinance shall become effective as provided by law.

ENACTED this 28th day of January, 2020.

FILED with the Secretary of State February 5th, 2020.

EFFECTIVE January 28, 2020.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

Leslie Campione

LESLIE CAMPIONE, CHAIRMAN

ATTEST:

[Signature]
GARY J. COONEY, CLERK OF THE
BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA



APPROVED AS TO FORM AND LEGALITY

[Signature]
MELANIE MARSH, COUNTY ATTORNEY

1 **EXHIBIT "A" – SCHNEIDER PROPERTY LEGAL DESCRIPTION**

2 THE EAST 33.2 FEET OF: THAT PART OF THE SE 1/4 OF THE SW 1/4 OF SECTION 6, TOWNSHIP 23
3 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LYING NORTH AND EAST OF THE COUNTY
4 CLAY ROAD, LESS THE EAST 235 FEET THEREOF.

EXHIBIT "B" – HAMMOCK RIDGE PUD LEGAL DESCRIPTION

PARCEL NO. 1

THE NORTH 362 FEET OF THE WEST 362 FEET OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼, LESS THE WEST 33 FEET FOR ROAD, IN SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA.

PARCEL NO. 2

THE NORTH 132 FEET OF TRACTS 35 AND 36, IN SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST, MONTE VISTA PARK FARMS, ACCORDING TO THE PLAT THEROF, AS RECORDED IN PLAT BOOK 2, PAGE 27, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

LESS AND EXCEPT THAT PORTION CONVEYED TO LAKE COUNTY FOR ROAD RIGHT OF WAY IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2772, PAGE 1175, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL NO. 3

TRACTS 35 AND 36, IN SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST, IN LAKE COUNTY, FLORIDA, ACCORDING TO THE PLAT OF MONTE VISTA PARK FARMS, RECORDED IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LESS THE NORTH 132 FEET THEREOF.

PARCEL NO. 4

TRACTS 45 AND 46, MONTE VISTA PARK FARMS, ACCORDING TO THE PLAT THEROF, RECORDED IN PLAT BOOK 2, PAGE 27, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING OTHERWISE DESCRIBED AS THE SOUTH ½ OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST.

PARCEL NO. 5

THE SOUTH ½ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST, IN LAKE COUNTY, FLORIDA, LESS THE NORTH 362 FEET OF THE WEST 362 FEET OF THE NORTH ½ OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF THE SOUTHWEST 1/4 OF THE SAID SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LYING WITHIN THE FOLLOWING DESCRIBED PARCEL:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST; THENCE RUN SOUTH 88°28'30" WEST, 661.95 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88° 28'30" WEST, 661.95 FEET; THENCE SOUTH 00°01'30" WEST 20.00 FEET; THENCE NORTH 88°28'30' EAST, 362.00 FEET; THENCE RUN SOUTH 00°01'30" WEST, 342.00 FEET; THENCE NORTH 88°28'30" EAST, 299.95 FEET; THENCE NORTH 00°01'30" EAST, 362.00 FEET TO THE PONT OF BEGINNING.

AND

EXHIBIT "B" – LEGAL DESCRIPTION CONT.

THE SOUTH ½ OF THE NORTHEAST ¼ OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LESS THE RIGHT OF WAY OF A COUNTY ROAD AND ALSO LESS THE FOLLOWING TWO TRACTS:

TRACT 1: THE NORTH 362 FEET OF THE WEST 362 FEET OF THE NORTH ½ OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF THE SOUTHWEST 1/4 OF SAID SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST;

TRACT 2: FROM THE NORTHEAST CORNER OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST; THENCE RUN SOUTH 88°28'30" WEST, 661.95 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88° 28'30" WEST, 661.95 FEET; THENCE SOUTH 00°01'30" WEST 20.00 FEET; THENCE NORTH 88°28'30" EAST, 362.00 FEET; THENCE RUN SOUTH 00°01'30" WEST, 342.00 FEET; THENCE NORTH 88°28'30" EAST, 299.95 FEET; THENCE NORTH 00°01'30" EAST, 362.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,496,509 SQUARE FEET (57.31 ACRES), MORE OR LESS.

[illegible]

LEGAL NOTICE

The Clermont City Council will consider the enactment of the following proposed Ordinance at their regularly scheduled meeting to be held Tuesday, May 27, 2025 at 5:30 PM at Clermont City Hall, Council Chambers located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2025-019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND IN ACCORDANCE WITH THE INTERLOCAL SERVICE BOUNDARY AGREEMENT DATED DECEMBER 2, 2014; PROVIDING FOR CONFLICT, SERVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

LOCATION:

Ivey Ridge Subdivision
Vacant parcels located southeast of
Lake Louisa Road and Hammock Ridge Road intersection, adjacent to Foxchase
(Alternate Keys 1593433, 1752558, 1796873, 2705914, 1593417 and 1663083)
60.51 +/- Acres



LEGAL DESCRIPTION

LCPA PARCEL ID# 06-23-26-0003-000-00800, 06-23-26-0003-000-00801,
06-23-26-0003-000-00803, 13-23-25-0500-035-00000, 13-23-25-05000-035-00001,
& 13-23-25-0500-045-00000
AS PROVIDED BY ALLEN & COMPANY, INC.

PARCEL NO. 1:

THE NORTH 362 FEET OF THE WEST 362 FEET OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, LESS THE WEST 33 FEET FOR ROAD, IN SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA.

PARCEL NO. 2:

THE NORTH 132 FEET OF TRACTS 35 AND 36, IN SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST, MONTE VISTA PARK FARMS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 27, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

LESS AND EXCEPT THAT PORTION CONVEYED TO LAKE COUNTY FOR ROAD RIGHT OF WAY IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2772, PAGE 1175, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL NO. 3:

TRACTS 35 AND 36 IN SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST, IN LAKE COUNTY, FLORIDA, ACCORDING TO THE PLAT OF MONTE VISTA PARK FARMS, RECORDED IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA., LESS THE NORTH 132 FEET THEREOF.

PARCEL NO. 4:

TRACTS 45 AND 46, MONTE VISTA PARK FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 27, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING OTHERWISE DESCRIBED AS THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23 SOUTH, TOWNSHIP 23 SOUTH, RANGE 26 EAST.

PARCEL NO. 5:

THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST, IN LAKE COUNTY, FLORIDA, LESS THE NORTH 362 FEET OF THE WEST 362 FEET OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LYING WITHIN THE FOLLOWING DESCRIBED PARCEL:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST; THENCE RUN SOUTH 88°28'30" WEST, FOR A DISTANCE OF 661.95 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°28'30" WEST, FOR A DISTANCE OF 661.95 FEET; THENCE RUN SOUTH 00°01'30" WEST, FOR A DISTANCE OF 20.00 FEET; THENCE RUN NORTH 88°28'30" EAST, FOR A DISTANCE OF 362.00 FEET; THENCE RUN SOUTH 00°01'30" WEST, FOR A DISTANCE OF 342.00 FEET; THENCE RUN NORTH 88°28'30" EAST, FOR A DISTANCE OF 299.95 FEET; THENCE RUN NORTH 00°01'30" EAST, FOR A DISTANCE OF 362.00 FEET, TO THE POINT OF BEGINNING.

AND

THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LESS THE RIGHT OF WAY OF A COUNTY ROAD AND ALSO LESS THE FOLLOWING TWO TRACTS:

TRACT 1: THE NORTH 362 FEET OF THE WEST 362 FEET OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST;

TRACT 2: FROM THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST; THENCE RUN SOUTH 88°28'30" WEST, FOR A DISTANCE OF 661.95 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°28'30" WEST, FOR A DISTANCE OF 661.95 FEET; THENCE RUN SOUTH 00°01'30" WEST, FOR A DISTANCE OF 20.00 FEET; THENCE RUN NORTH 88°28'30" EAST, FOR A DISTANCE OF 362.00 FEET; THENCE RUN SOUTH 00°01'30" WEST, FOR A DISTANCE OF 342.00 FEET; THENCE RUN NORTH 88°28'30" EAST, FOR A DISTANCE OF 299.95 FEET; THENCE RUN NORTH 00°01'30" EAST, FOR A DISTANCE OF 362.00 FEET TO THE POINT OF BEGINNING.

Alternate Keys: 1593433, 1752558, 1796873, 2705914, 1593417, and 1663083

All public meetings are held at the Clermont City Hall, Council Chambers, located at 685 W. Montrose Street, and are open to public comment. Please call (352) 394-4083, ext. 3 if you have any questions.

The proposed ordinance may be inspected at the Clermont Development Services Department between 8 AM and 5 PM Monday to Friday.

Please be advised that under state law, any person deciding to appeal a decision made at the public hearings will need a record of the proceedings and may need to ensure a verbatim record is made.

Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, May 13, 2025		
Agenda Item Name		
Ordinance No. 2025-020 <i>Intro McKinnon Groves Annexation</i>		
Requested Action		
Recommend approval of Ordinance No. 2025-020.		
Staff Report		
The City is requesting annexation of the subject parcel as authorized by the utility agreement with the property owner through the notice of encumbrance to annex provision. The agreement with the City was executed on October 25, 2022. The property is being developed and will be receiving water and sewer services from the City. The property, approximately 357 acres, was approved for a maximum of 660 single-family dwelling units and a minimum of 48 acres of non-residential development, which is approximately 520,000 square feet of commercial, office/personal services, and public/institution uses. The annexation is being requested in order to allow the building permits to be issued by the City of Clermont. The related request for a comprehensive plan amendment and rezoning request will come at a later date and will be very similar to what has been approved in Lake County. The current zoning is Lake County PUD, Ordinance 2021-36, and the current future land use is Wellness Way North in Lake County. In order to expedite the process, staff recommend approval of the annexation with the understanding the rezoning and comprehensive plan amendment will follow in the near future.		
Additional Analysis		
Fiscal Impact Summary		
None on the current operating budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ord 2025-020 Annexation McKinnon Groves (04.25.2025)	Ord 2025-020 Annexation McKinnon Groves (04.25.2025).pdf	
2. Location Map	Location Map.pdf	
3. Recorded McKinnon Groves UA	Recorded McKinnon Groves UA.pdf	
4. 2021-36 McKinnon Groves PUD RZ	2021-36 McKinnon Groves PUD RZ.pdf	
5. Legal Ad	Legal Ad.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2025-020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND IN ACCORDANCE WITH THE INTERLOCAL SERVICE BOUNDARY AGREEMENT DATED DECEMBER 2, 2014; PROVIDING FOR CONFLICT, SERVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Clermont, Florida approved a Utility Service Agreement for Water & Wastewater for the subject property, dated October 25, 2022; and

WHEREAS, the City Council of the City of Clermont, Lake County, Florida, has determined that it is in the best interest of the City and of the property herein sought to be annexed that the City annex the following described property; and

WHEREAS, the City Council has determined that the area sought to be annexed is in need of the services which the City can offer and the City has determined that such area sought to be annexed will be substantially benefited by annexation; and

WHEREAS, the City Council has determined that all requirements of Section 171.044, Florida Statutes, have been met.

SECTION 1:

NOW, THEREFORE, BE IT ORDAINED, under the provisions of Florida Statute Chapter 171 and the General and Special Laws of the State of Florida; that the City of Clermont, Lake County, Florida, does hereby annex to and make part of its corporate boundaries; the following described property contiguous to the present City boundary, to-wit:

Legal description as shown in Exhibit “A”

LOCATION

**Hartwood Marsh Road
Vacant parcels located south of Hartwood Marsh Road
and west of the Lake/Orange County Line
(Alternate Keys 1028418, 1593182, 1028396, 1028400, 1594022,
1594006 and 1593999)
357 +/- Acres**



SECTION 2:

That the afore described property shall be and hereby is made part and parcel of the City of Clermont, Lake County, Florida, and that said property shall be subject to all the laws, ordinances, and provisions pertaining to the City of Clermont.

SECTION 3:

All property afore described shall henceforth be subject to ad valorem taxation by the City of Clermont, Lake County, Florida and any other general or special taxes or assessments.

SECTION 4: CONFLICT

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



CITY OF CLERMONT
ORDINANCE NO. 2025-020

SECTION 5: SEVERABILITY

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

SECTION 6: ADMINISTRATIVE CORRECTION

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

SECTION 7: RECORDING

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

SECTION 8: PUBLICATION AND EFFECTIVE DATE

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



CITY OF CLERMONT
ORDINANCE NO. 2025-020

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, on this 27th day of May, 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
ORDINANCE NO. 2025-020

EXHIBIT "A"

PROPERTY DESCRIPTION

Parcel 1: Alternate Key No. 1028418

The Southeast One Quarter (SE 1/4) of Section 12, Township 23 South, Range 26 East, all lying and being in Lake County, Florida, LESS AND EXCEPT all that portion of that certain plat of Avalon Hills recorded in Plat Book 57, Pages 42, 43 and 44, Public Records of Lake County, Florida, and Less and Except road right-of-way.

OR BK 4810, PG 1926

Parcel 2: Alternate Key No. 1593182

The North 1/2 of the Southeast 1/4 of Section 1, Township 23 South, Range 26 East; Lake County, Florida. Less the North 25 feet for right of way by virtue of the Quit-Claim Deed recorded in Deed Book 345, Page 45, Public Records of Lake County, Florida.

AND

The South 1/2 of the Southeast 1/4 of Section 1, Township 23 South, Range 26 East, Lake County, Florida.

OR BK 3397, PG 1895

Parcel 3: Alternate Key No. 1028396

THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LESS THE NORTH 30 FEET THEREOF, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

OR BK 1639, PG 787

Parcel 4: Alternate Key No. 1028400

The South 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 12, Township 23 South, Range 26 East, Public Records of Lake County, Florida, and

The East 30 feet of the South 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 12, Township 23 South, Range 26 East, Public Records of Lake County, Florida.

OR BK 5010, PG 1069



CITY OF CLERMONT
ORDINANCE NO. 2025-020

Parcel 5: Alternate Key No. 1594022

The SW 1/4 of the NE 1/4 of Section 12, Township 23 South, Range 26 East, Lake County, Florida,

AND: A 30 foot wide strip of land over the North 30 feet of the North 1/2 of the SE 1/4 of the NE 1/4 of Section 12, Township 23 South, Range 26 East, lying in Lake County, Florida.

LESS AND EXCEPT: A 30 foot wide strip of land over the East 30 feet of the SW 1/4 of the NE 1/4 of Section 12, Township 23 South, Range 26 East, Lake County, Florida.

OR BK 2609, PG 1259

Parcel 6: Alternate Key No. 1594006

A parcel of land being a portion of the Northwest 1/4 of the Northeast 1/4 of Section 12, Township 23 South, Range 26 East, Lake County, Florida, being more particularly described as follows:

Commence at the Northwest corner of the Northeast 1/4 of said Section 12; thence run South 00°36'42" West along the west line of said Northeast 1/4 for a distance of 25.00 feet to the POINT OF BEGINNING; thence South 89°35'26" East along a line 25.00 feet South of and parallel to the North line of said northeast 1/4 of a distance of 632.12 feet; thence South 00°34'59" West for a distance of 1221.76 feet; thence South 89°31'05" East along a line 75.00 feet North of and parallel to the South line of said Northwest 1/4 of the Northeast 1/4 for a distance of 656.27 feet; thence South 00°33'15" West along the East line of said Northwest 1/4 of the Northeast 1/4 for a distance of 75.00 feet; thence North 59°31'05" West along the South line of said Northwest 1/4 of the Northeast 1/4 for a distance of 1319.07 feet; thence North 00°36' 42" East along the West line of said Northeast 1/4 for a distance of 1295.96 feet to the POINT OF BEGINNING.

OR BK 2705, PG 1217



CITY OF CLERMONT
ORDINANCE NO. 2025-020

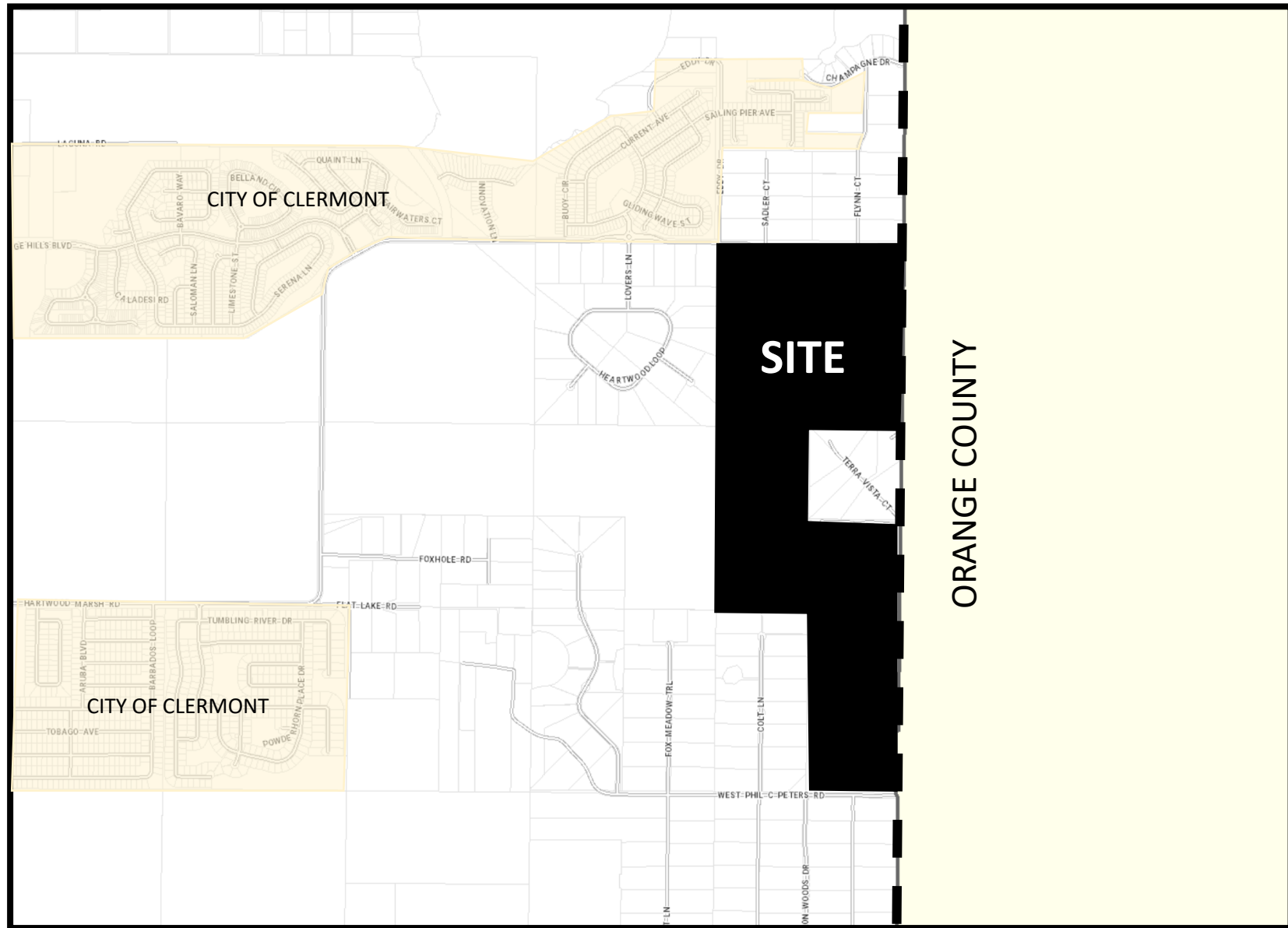
Parcel 7: Alternate Key No. 1593999

A parcel of land being a portion of the Northwest 1/4 of the Northeast 1/4 of Section 12, Township 23 South, Range 26 East, Lake County, Florida, being more particularly described as follows:

Begin at the Northwest corner of the Northeast 1/4 of said Section 12; thence run South 89° 35'26" East along the North line of said Northeast 1/4 for a distance of 1317.76 feet; thence South 00° 33'16" West along the East line of said Northwest 1/4 of the Northeast 1/4 for a distance of 1247.62 feet; thence North 89° 31'05" West along a line 75.00 feet North of and parallel to the South line of said Northwest 1/4 of the Northeast 1/4 for a distance of 686.27 feet; thence North 00° 34'59" East, for a distance of 1221.76 feet; thence North 89° 35'26" West along a line 25.00 feet South of and parallel to the North line of said Northeast 1/4 for a distance of 632.12 feet; thence North 00° 36'42" East along the West line of said Northeast 1/4 for a distance of 25.00 feet to the Point of Beginning.

OR BK 3397, PG 1895

McKinnon Groves Annexation

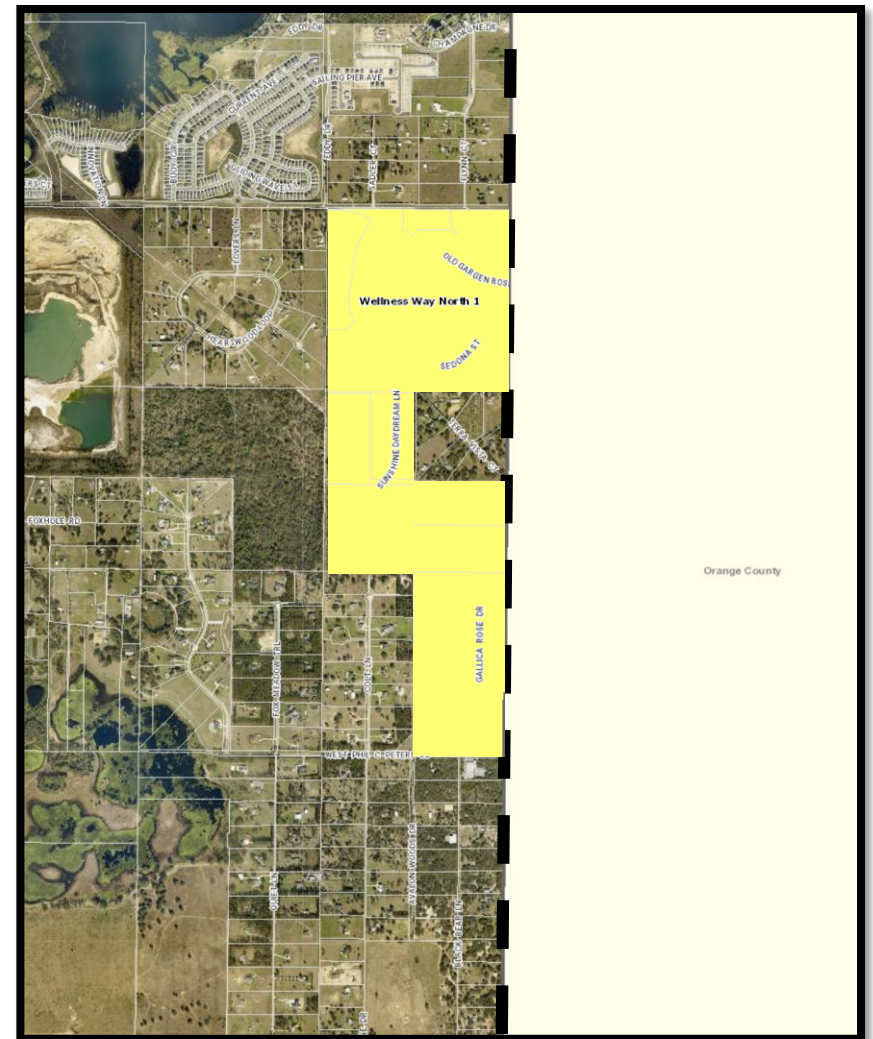


McKinnon Groves – Current Zoning and FLU

PUD



WELLNESS WAY NORTH



**UTILITY SERVICE AGREEMENT
FOR WATER & WASTEWATER**

This Agreement is entered into this 25 day of October, 2022 by and between the City of Clermont, a Florida Municipal Corporation, hereinafter referred to as "**CITY**", and **McKINNON GROVES, LLLP**, whose address is PO Box 979, Oakland, Florida 34760; **DAYNE A. AND LISA A. JONES**, whose address is 18010 Lookout Hill Road, Winter Garden, Florida 34787, and **THE PRESERVE AT AVALON, LLC**, whose address is 3333 South Orange Avenue, #200, Orlando, Florida 32806, their successors, transferees and assigns, hereinafter collectively referred to as "**OWNER**".

WITNESSETH

Whereas, OWNER owns that certain property consisting of approximately 357+/- acres as more particularly described in Exhibit 'A', attached hereto and incorporated herein, hereinafter referred to as the "**PROPERTY**"; and

Whereas, the **PROPERTY** is located in unincorporated Lake County and OWNER is requesting water and sewer utility service from the **CITY**; and

Whereas, as a condition of **CITY** providing said water and sewer service to the **PROPERTY** OWNER will extend water and sewer lines as needed to serve the **PROPERTY** in accordance with the minimum requirements of **CITY** Land Development Regulations, its water and sewer specifications and as required to meet the flow demands for the subdivision; and

Whereas, the **CITY** may, at the sole option of the **CITY**, elect to enlarge or oversize the water and/or sewer lines and appurtenances in order to provide additional capacity to other properties; and

Whereas, as a condition of the provision of water and sewer service to the **PROPERTY** by the **CITY**, subject to the terms and conditions contained herein, OWNER agrees that this Agreement shall constitute an unconditional application to annex the **PROPERTY** into the City of Clermont, if **CITY** chooses to do so; and

Whereas, OWNER and **CITY** are entering into this Agreement to set forth the terms and conditions under which water and sewer service shall be extended and sized.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties do hereby agree as follows:

Section 1. OFF-SITE WATER/SEWER – Each and all of the foregoing premises are incorporated into and constitute a part of this Agreement.

- 1.1 **CITY** shall provide water and sewer service for the **PROPERTY** for residential utility flow/demand of 148,279 gpd for water, 126,711 gpd for sewer and, when available, 396,381 gpd of reclaimed water for irrigation.

- 1.2 OWNER shall connect to the existing City system at connection point or points approved by CITY as more particularly depicted in Exhibit 'B' attached hereto and incorporated herein.
- 1.3 The route of any off site lines shall be according to engineering plans produced by OWNER and approved by the CITY. The route is generally depicted in Exhibit 'B' attached hereto and incorporated herein.
- 1.4 The OWNER shall construct the facilities, lines and appurtenances necessary to serve the development.
- 1.5 In the event the CITY chooses to oversize the lines or appurtenances, the CITY shall provide to the OWNER the specifications regarding sizes to be included in the final improvement plans.
 - 1.5.1 The CITY shall be responsible for the difference in cost of materials to oversize the line if the CITY chooses to oversize based on plans and cost estimates provided by OWNER to CITY, and approved in advance by the CITY. Reimbursement to OWNER for the cost hereunder shall be solely in the form of water and/or sewer impact fee credits.
 - 1.5.2 The OWNER shall provide to the CITY a cost estimate for materials for the minimum size lines and appurtenances and a cost estimate for materials for the approved oversize. Cost estimate shall be contractors bid as certified by OWNER'S project engineer. The CITY shall review and either approve or reject the costs within thirty (30) days from the date the OWNER provides to the CITY.
 - 1.5.3 Prior to the commencement of construction, OWNER and CITY shall agree on the cost difference, which will be eligible for reimbursement as set forth herein.
 - 1.5.4 The OWNER shall be responsible for all costs of on site and off site improvements, including but not limited to design, material, permitting and installation of sufficient size lines, lift stations and other appurtenances necessary to allow the CITY to serve the Property. CITY shall reimburse OWNER for the difference in costs as determined above solely in the form of water and/or sewer impact fee credits.
 - 1.5.5 The Impact Fee Credits shall be established subject to this Section 1.5 at the time of issuance of each building permit by applying the then current impact fee, which shall be deducted from the Impact Fee Credit balance until credit is used.
 - 1.5.6 Impact Fee Credits may be transferred outside of the PROPERTY but may be assigned to any transferee, heir, assign or successor in interest or title to part or all of said PROPERTY.
- 1.6 The OWNER shall be responsible for the construction of all on site and off site lines and appurtenances to serve the project or any oversizing as referred to above. No building permits shall be applied for by OWNER or its agents or assigns or issued until the later of:
 - i) water and sewer are provided to the site or until a bond or letter of credit, acceptable to

CITY, is in place to guarantee completion of off-site improvements or ii) the PROPERTY has been annexed into the City of Clermont. No Certificate of Occupancy shall be issued until water and sewer extensions have been completed and accepted by the CITY.

- 1.7 OWNER acknowledges that as of the effective date of this Agreement and for an undetermined period of time thereafter, CITY will not have sufficient or available reclaimed water to be used for irrigation on the PROPERTY. As a result, OWNER agrees that until such time as sufficient quantities of reclaimed water, as determined by CITY, are available to irrigate the PROPERTY, OWNER, at its expense, shall:
 - 1.7.1 construct, operate and maintain a private well to be used to irrigate the PROPERTY;
 - 1.7.2 construct, operate and maintain a pumping station and storage facility sufficiently sized to meet the irrigation requirements for the PROPERTY.
- 1.8 The OWNER shall be responsible for all applicable fees including but not limited to impact fees, connection fees and permitting fees.
- 1.9 The City may require a looped system to provide reliability and redundancy to the PROPERTY.
- 1.10 This Agreement shall be voided after five (5) years if building permits have not been issued and building construction has not started.

Section 2. DEVELOPMENT STANDARDS

- 2.1 Except as provided below, the PROPERTY shall be developed according to City standards, unless otherwise stipulated in this Agreement or subsequent amendments to this Agreement.
- 2.2 The PROPERTY shall be developed in substantial accordance with the McKinnon Groves PUD Ordinance 2021-36, RZ-20-36-2, approved by the Lake County Board of County Commissioners recorded January 10, 2022 in Official Records Book 5874, Page 774, of the Public Records of Lake County, Florida, the Settlement Agreement dated February 16, 2022 between Fox Meadow Homeowners Association, Inc. and Brian Blair, and OWNER, and the utility service plan as submitted to the City.

Section 3. ANNEXATION/BUILDING PERMITS

The OWNER agrees that the CITY may annex the PROPERTY into the City of Clermont, if the CITY, in its sole discretion, chooses to do so. Notwithstanding the foregoing, unless otherwise agreed to by the parties, the CITY agrees that it shall not annex the PROPERTY or any portion thereof, until the earlier of the time that (i) the construction plans and final plat have been approved by Lake County or (ii) two (2) years after the effective date of this AGREEMENT. In conjunction herewith, the OWNER shall provide to the CITY a Notice of Encumbrance to Annex the PROPERTY in a form substantially in compliance with the form set forth in Exhibit "C", attached

hereto and incorporated herein. The CITY shall record this Notice in the public records of Lake County, whereupon it is agreed it shall serve as an enforceable encumbrance on the PROPERTY described therein. The Notice of Encumbrance shall be executed by all owners of the PROPERTY and shall be accompanied, at the OWNER'S expense, by a current certificate of title or opinion letter acceptable to the CITY and issued by a licensed title company or attorney identifying all owners in interest of the ENTIRE PROPERTY. All land transfers by the OWNER shall contain a deed restriction or covenant noting the existence of this encumbrance to annex, such restriction to be recorded as a covenant to run with the land. Notwithstanding anything above to the contrary, the OWNER expressly agrees that it shall not apply for a building permit for any structure to be constructed on the PROPERTY until such time as the PROPERTY has been annexed into the City of Clermont. Notwithstanding the foregoing, in the event the CITY fails to annex the PROPERTY, within six (6) months of the expiration of the annexation restriction above the CITY shall continue to provide utility services to the PROPERTY and the OWNER shall be able to apply and receive building permits from Lake County. Owner agrees, however, that in the event CITY fails to annex the PROPERTY, the Notice of Encumbrance to Annex shall remain in full force and effect and CITY may annex the property at any time thereafter.

Section 4. DEFAULT

In the event of default by OWNER of any of the terms and conditions of this Agreement, the OWNER expressly agrees and consents that the CITY shall have the right to not provide water and sewer service to the PROPERTY, or if applicable, terminate water and sewer service to the PROPERTY.

Section 5. SEVERABILITY

In the event that any provision of this agreement shall be held invalid or unenforceable, the provision shall be deleted from this agreement without affecting in any respect whatsoever the validity of the remainder of this agreement.

Section 6. NOTICES

All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

CITY

City of Clermont
City Manager
P.O. Box 120219
Clermont, FL 34712-0219

OWNER

McKinnon Groves LLLP
15400 Oakland Avenue
Winter Garden, Florida 34787

The Preserve at Avalon, LLC
7575 Dr. Phillips Boulevard
Suite 245
Orlando, Florida 32819

Lisa and Dayne Jones
18010 Lookout Hill Road
Winter Garden, Florida 34787

With copy to:
Anita Geraci-Carver, Esquire
Law Office of Anita Geraci-Carver, PA
1560 Bloxam Avenue
Clermont, Florida 34711

Section 7. AMENDMENTS

Any amendment to this agreement is not effective unless the amendment is in writing and signed by all parties.

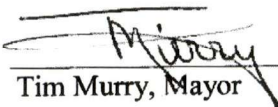
Section 8. EFFECTIVE DATE

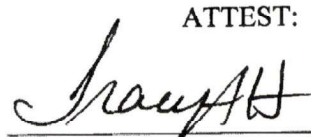
The effective date of this agreement shall be the day of execution of the agreement required hereunder. This Agreement shall be valid for no longer than five (5) years.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date listed below. CITY through its City Manager, authorized to execute same by City Council action, and OWNER through _____

DATED this 25 day of October, 2022.

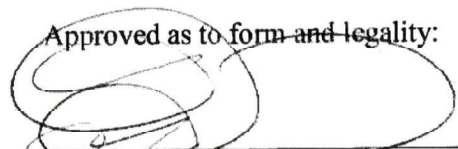
CITY OF CLERMONT


Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC, City Clerk



Approved as to form and legality:


Daniel F. Mantzaris, City Attorney

OWNER:**McKinnon Groves LLLP,**

a Florida limited liability partnership

By: McKinnon Corporation,
a Florida corporation,
its Managing Partner

Maurice M. Boyd
Signature

Title: President and Partner

Maurice M. Boyd
Print Name

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21 day of November, 2022 by Maurice M. Boyd, as President of McKinnon Corporation, a Florida corporation, the Managing Partner of McKinnon Groves LLLP, a Florida limited liability partnership, on behalf of said entities. He/she is ☒ personally known to me or has produced _____ as identification.

[Notary Seal]



DONNA L. DIVINE
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG287043
Expires 2/9/2023

Donna L. Divine
Notary Public

Name typed, printed or stamped
Donna L. DivineMy Commission Expires: 2/9/2023**DAYNE A. AND LISA A. JONES**

Dayne A. Jones
Signature

Dayne A. Jones
Print Name

Lisa A. Jones
Signature

Lisa A. Jones

Print Name

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21 day of November, 2022 by Dayne A. Jones and Lisa A. Jones. They are ☐ personally known to me or have produced FL Drivers License as identification.

[Notary Seal]



DONNA L. DIVINE
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG287043
Expires 2/9/2023

Donna L. Divine
Notary Public

Donna L. Divine
Name typed, printed or stamped

My Commission Expires: 2/9/2023

THE PRESERVE AT AVALON, LLC,
a Florida limited liability company,

[Signature]
Signature

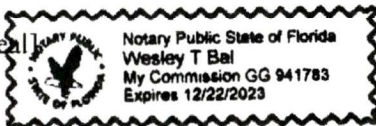
Title: Manager

Robert Holston
Print Name

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16 day of Nov 16/22, 2022 by Robert Holston, as Manager of The Preserve at Avalon, LLC, a Florida limited liability company, on behalf of said entity. He/she is ☒ personally known to me or has produced _____ as identification.

[Notary Seal]



Wesley Bai
Notary Public

Wesley Bai
Name typed, printed or stamped

My Commission Expires: 12/22/2023

EXHIBIT "A"**PROPERTY DESCRIPTION**

Parcel 1: Alternate Key No. 1028418

The Southeast One Quarter (SE 1/4) of Section 12, Township 23 South, Range 26 East, all lying and being in Lake County, Florida, LESS AND EXCEPT all that portion of that certain plat of Avalon Hills recorded in Plat Book 57, Pages 42, 43 and 44, Public Records of Lake County, Florida, and Less and Except road right-of-way.

OR BK 4810, PG 1926

Parcel 2: Alternate Key No. 1593182

The North 1/2 of the Southeast 1/4 of Section 1, Township 23 South, Range 26 East; Lake County, Florida. Less the North 25 feet for right of way by virtue of the Quit-Claim Deed recorded in Deed Book 345, Page 45, Public Records of Lake County, Florida.

AND

The South 1/2 of the Southeast 1/4 of Section 1, Township 23 South, Range 26 East, Lake County, Florida.

OR BK 3397, PG 1895

Parcel 3: Alternate Key No. 1028396

THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LESS THE NORTH 30 FEET THEREOF, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

OR BK 1639, PG 787

Parcel 4: Alternate Key No. 1028400

The South 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 12, Township 23 South, Range 26 East, Public Records of Lake County, Florida, and

The East 30 feet of the South 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 12, Township 23 South, Range 26 East, Public Records of Lake County, Florida.

OR BK 5010, PG 1069

Parcel 5: Alternate Key No. 1594022

The SW 1/4 of the NE 1/4 of Section 12, Township 23 South, Range 26 East, Lake County, Florida,

AND: A 30 foot wide strip of land over the North 30 feet of the North 1/2 of the SE 1/4 of the NE 1/4 of Section 12, Township 23 South, Range 26 East, lying in Lake County, Florida.

LESS AND EXCEPT: A 30 foot wide strip of land over the East 30 feet of the SW 1/4 of the NE 1/4 of Section 12, Township 23 South, Range 26 East, Lake County, Florida.

OR BK 2609, PG 1259

Parcel 6: Alternate Key No. 1594006

A parcel of land being a portion of the Northwest 1/4 of the Northeast 1/4 of Section 12, Township 23 South, Range 26 East, Lake County, Florida, being more particularly described as follows:

Commence at the Northwest corner of the Northeast 1/4 of said Section 12; thence run South 00°36'42" West along the west line of said Northeast 1/4 for a distance of 25.00 feet to the POINT OF BEGINNING; thence South 89°35'26" East along a line 25.00 feet South of and parallel to the North line of said northeast 1/4 of a distance of 632.12 feet; thence South 00°34'59" West for a distance of 1221.76 feet; thence South 89°31'05" East along a line 75.00 feet North of and parallel to the South line of said Northwest 1/4 of the Northeast 1/4 for a distance of 656.27 feet; thence South 00°33'15" West along the East line of said Northwest 1/4 of the Northeast 1/4 for a distance of 75.00 feet; thence North 59°31'05" West along the South line of said Northwest 1/4 of the Northeast 1/4 for a distance of 1319.07 feet; thence North 00°36' 42" East along the West line of said Northeast 1/4 for a distance of 1295.96 feet to the POINT OF BEGINNING.

OR BK 2705, PG 1217

Parcel 7: Alternate Key No. 1593999

A parcel of land being a portion of the Northwest 1/4 of the Northeast 1/4 of Section 12, Township 23 South, Range 26 East, Lake County, Florida, being more particularly described as follows:

Begin at the Northwest corner of the Northeast 1/4 of said Section 12; thence run South 89° 35'26" East along the North line of said Northeast 1/4 for a distance of 1317.76 feet; thence South 00° 33'16" West along the East line of said Northwest 1/4 of the Northeast 1/4 for a distance of 1247.62 feet; thence North 89° 31'05" West along a line 75.00 feet North of and parallel to the South line of said Northwest 1/4 of the Northeast 1/4 for a distance of 686.27 feet; thence North 00° 34'59" East, for a distance of 1221.76 feet; thence North 89° 35'26" West along a line 25.00 feet South of and parallel to the North line of said Northeast 1/4 for a distance of 632.12 feet; thence North 00° 36'42" East along the West line of said Northeast 1/4 for a distance of 25.00 feet to the Point of Beginning.

OR BK 3397, PG 1895

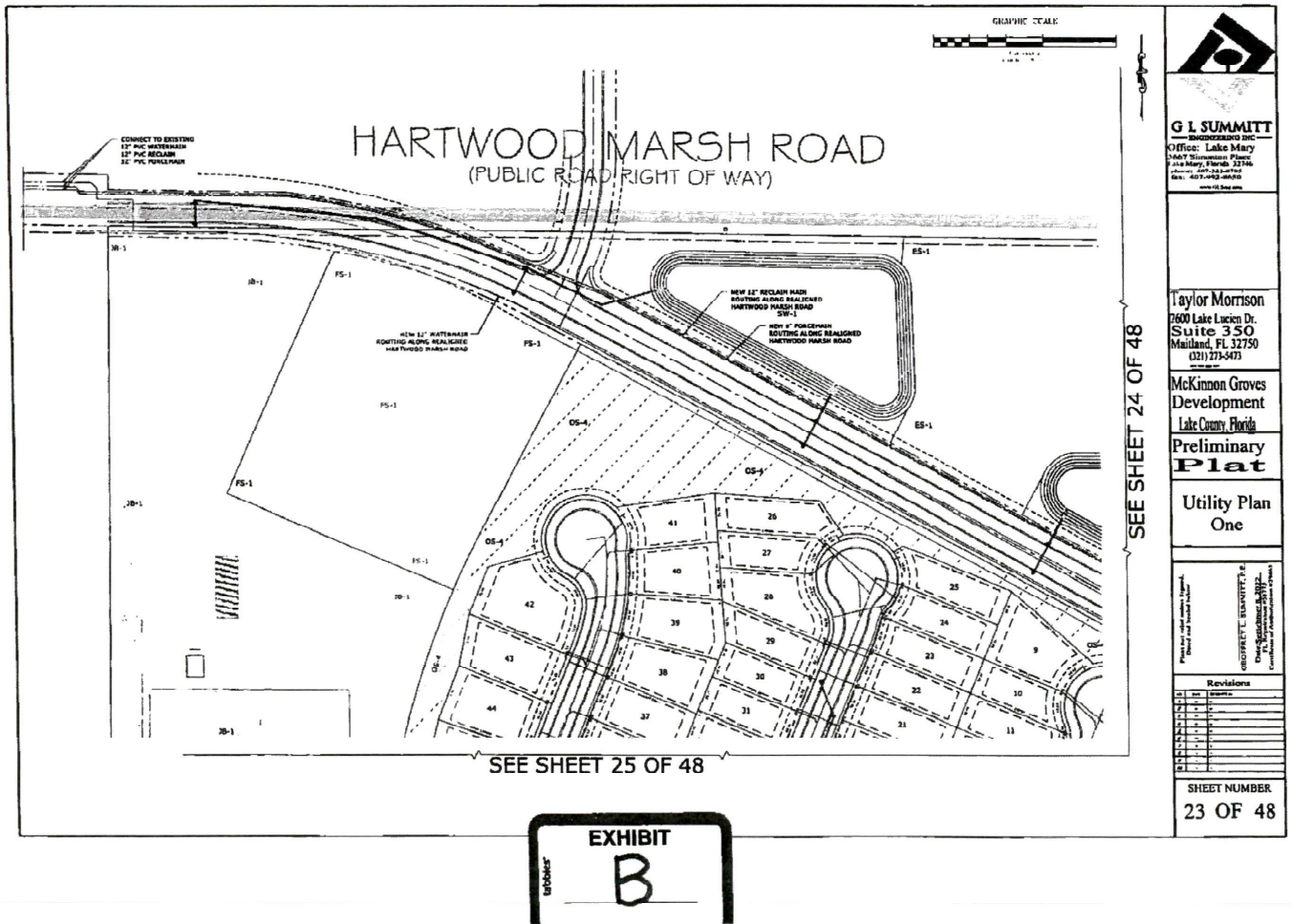


EXHIBIT "C"

Notice of Encumbrance
to Annex to City of Clermont

City of Clermont
685 W. Montrose Street
Clermont, FL 34712

THIS INSTRUMENT, Made this 25 day of October, 2022, between **McKINNON GROVES, LLLP**, whose address is PO Box 979, Oakland, Florida 34760; **DAYNE A. AND LISA A. JONES**, whose address is 18010 Lookout Hill Road, Winter Garden, Florida 34787, and **THE PRESERVE AT AVALON, LLC**, whose address is 3333 South Orange Avenue, #200, Orlando, Florida 32806,, property owners in the County of Lake, State of Florida Grantor*, and the **CITY OF CLERMONT, FLORIDA**, A Municipal Corporation, Grantee*:

WITNESSETH, NOTICE is given that heretofore or contemporaneously herewith Grantor has petitioned the Grantee for it to permit voluntary annexation of Grantor's property below described into the corporate limits of the City of Clermont, and

GRANTOR, for and in consideration of the sum of ONE and 00/100 (\$1.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, DOES HEREBY ENCUMBER the below – described real property situate, lying and being in Lake County, Florida with the absolute requirement that the subject real property may be, at the sole discretion, and upon request of Grantee, annexed into the city limits of the City of Clermont at such time that the annexation of said real property is in accordance with applicable law, and consistent with the Utility Services Agreement for Water and Wastewater between GRANTOR and Grantee dated October 25, 2022.

GRANTOR, further agrees, on his/hers/theirs/its own behalf and that of Grantors' heirs and assigns to perform all ministerial functions necessary of the Grantor or Grantor's heirs and/or assigns (as the case may be) then required by law to enable the described real property to be incorporated into the city limits of the City of Clermont and where such ministerial functions consist of a simple written request or the renewal of the petition of which notice is given above, then this instrument shall be considered such request and/or renewal. The subject property is described as:

Exhibit "A"

Grantor is used for singular or plural, as the context requires. IN WITNESS THEREOF, GRANTOR has hereunto set Grantor's hand and seal the day and year first above written.

PROPERTY OWNER(S):

WITNESSES (Two required):

McKinnon Groves LLLP,
a Florida limited liability partnership

By: McKinnon Corporation,
a Florida corporation,
its Managing Partner

Witnesses

By: Maurice M. Boyd
Signature

Maurice M. Boyd
Type or print name

Title: President/Partner

1. Donna L. Divine
Signature

Donna L. Divine
Type or print name

2. Anita Geraci-Carver
Signature

Anita Geraci-Carver
Type or print name

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21 day of November, 2022 by Maurice M. Boyd, as President of McKinnon Corporation, a Florida corporation, the Managing Partner of McKinnon Groves LLLP, a Florida limited liability partnership, on behalf of said entities. He/she is ☒ personally known to me or has produced _____ as identification.

[Notary Seal]



DONNA L. DIVINE
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG287043
Expires 2/9/2023

Donna L. Divine
Notary Public
Donna L. Divine
Name typed, printed or stamped
My Commission Expires: 2/9/2023

Witnesses

Dayne A. Jones
Signature

Dayne A. Jones

1. Donna L. Divine
Signature

Donna L. Divine

Type or print name

Lisa A. Jones
Signature

Lisa A. Jones

Type or print name

2. Anita Geraci-Carver
Signature

Anita Geraci-Carver
Type or print name

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21 day of November, 2022 by Dayne A. Jones and Lisa A. Jones. They are ☐ personally known to me or have produced FL Drivers License as identification.

[Notary Seal]



DONNA L. DIVINE
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG287043
Expires 2/9/2023

Donna L. Divine
Notary Public
Donna L. Divine
Name typed, printed or stamped
My Commission Expires: 2/9/2023

The Preserve at Avalon, LLC,
a Florida limited liability company,

By: [Signature]
Signature

Robert Holston
Type or print name

Title: Manager

Witnesses

1. [Signature]
Signature

Michelle Contini
Type or print name

2. [Signature]
Signature

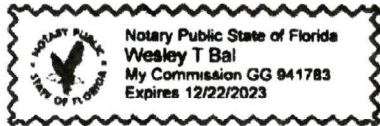
Thomas Patrick Brubaker
Type or print name

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21 day of November, 2022 by Robert Holston, as Manager of The Preserve at Avalon, LLC, a Florida limited liability company, on behalf of said entity. He/she is

☒ personally known to me or has produced _____ as
identification.

[Notary Seal]



Notary Public

Name typed, printed or stamped

My Commission Expires: 12/22/2023

Pursuant to Section 695.29(3)(f): this instrument exempt from Chapter 695, F.S.; Prepared by a
Public Officer, City Attorney, City of Clermont, Florida 34712



ORDINANCE 2021 - 36
McKinnon Groves PUD
RZ-20-36-2

AN ORDINANCE OF THE LAKE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE LAKE COUNTY ZONING MAPS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Geoffrey L. Summit, P.E. (the "Applicant") submitted a rezoning application on behalf of McKinnon Groves, LLLP, Dayne and Lisa Jones, and Preserve at Avalon, LLC (the "Owners"), to rezone property from R-2 and Agriculture (A) to Master Planned Unit Development District (MPUD) for a mixed use development within the Wellness Way Area Plan; and

WHEREAS, the subject property consists of approximately 357 +/- acres located south of Hartwood Marsh Road, north of West Phil C. Peters Road and along the Orange County boundary in south Lake County in Sections 1 & 12, Township 23 South, Range 26 East, known as Alternate Key Numbers 1593182, 1593999, 1594006, 1028400, 1594022, 1028396 and 1028418, and more particularly described in Exhibit "A"; and

WHEREAS, the subject property is located within the Wellness Way Area Plan, as established in Ordinance No. 2016-01; and

WHEREAS, Ordinance 2016-01 was adopted by the Board of County Commissioners on the 5th day of January 2016 and became effective the 26th day of December 2017; and

WHEREAS, the property is located within the Wellness Way 1 Future Land Use Category (FLUC) as shown on the Lake County Comprehensive Plan Future Land Use Map (FLUM); and

WHEREAS, the Lake County Zoning Board did on the 4th day of August 2021 review Petition RZ-20-36-2; after giving Notice of Hearing on petition for a change in the use of land, including notice that the Ordinance would be presented to the Board of County Commissioners of Lake County, Florida, on the 7th day of September 2021, and continued until the 28th day of September 2021; and

WHEREAS, the Board of County Commissioners reviewed the petition, the recommendations of the Lake County Zoning Board, and any comments, favorable or unfavorable, from the public and surrounding property owners at a Public Hearing duly advertised; and

WHEREAS, upon review, certain terms pertaining to the development of the above-described property have been duly approved.

NOW THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Lake County, Florida, that:

Section 1. Terms: The County Manager or designee shall amend the Lake County Zoning Map to Planned Unit Development (PUD). The uses of the property shall be limited to those uses specified in this Ordinance and generally consistent with the Conceptual Plan, attached hereto as Exhibit "B". To the extent there are conflicts between Exhibit "B" and this Ordinance, this Ordinance shall take precedence.

The subject property is located within the Wellness Way 1 FLUC and shall adhere to the development program provided below:

INSTRUMENT #2022004730
OR BK 5874 PG 774 - 793 (20 PGS)
DATE: 1/10/2022 4:27:38 PM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT
AND COMPTROLLER, LAKE COUNTY, FLORIDA
RECORDING FEES \$171.50

A. Permitted Uses.

1. Residential Uses. The property may be developed with a maximum of 660 dwelling units to include a mixture of single-family detached and single-family attached (two units in one structure) dwelling units.
 - a. Accessory uses to the residential development are permitted and may include community pool, clubhouse, or recreation areas.
 - b. Accessory dwelling units developed on residential lots shall not be credited towards the total number of dwelling units permitted within the development.
 - c. The residential uses shall be developed at a minimum of three (3) and maximum of twelve (12) dwelling units per net acre.
 - d. Single-family detached dwelling units shall have the garages accessed by alley only on lots less than forty (40) feet wide. This requirement shall not apply to single-family attached units.
2. Non-Residential Development. A minimum of 48 acres of non-residential development shall be set aside to be developed with the following uses on the areas shown as job hub/centers on the Conceptual Plan, Exhibit "B":
 - a. Commercial: Retail, wholesale, eating and drinking, brewing, processing, packing, outdoor storage/display, and distribution of products are permitted when associated with and are incidental to permitted agriculture, agribusiness, plant nurseries, and Community Center Recreation facilities identified on the Conceptual Plan.
 - b. Office/Personal Services: Office, when associated with the permitted agriculture, agri-business, plant nurseries, and Community Center Recreation facilities identified on the Master Plan.
 - c. Public/institutional: Parks, civic uses, public safety, fire station, educational facilities associated with the agricultural uses and recreational uses only, utilities, and similar uses, but shall not include hospitals, transportation facilities, or K-12 schools.
 - d. Childcare, family care, outpatient clinic when located within or associated with a Community Center Recreation facility.
 - e. Agriculture Uses: Agriculture, agri-business, plant nurseries, and similar uses are permitted in designated job hub/center areas on the Master Plan. Community Center Recreation areas are also considered job hub/center areas within this MPUD and may include a riding stable and/or academy facility and similar uses that support recreational and wellness activities. Family farming in residential areas may be a permitted use as allowed by

Lake County regulations.

f. Interim Agriculture Uses. If an area is designated on the Master Plan for Residential use, Agriculture uses are permitted within those areas until such time as that phase is developed.

g. Commercial uses such as fast-food including drive through, gas stations, automotive, and general retail not permitted by Section A.2 a.-f., are prohibited.

3. Development shall be limited to each parcel as identified in this chart; provided, however, that densities may be blended among the McKinnon Groves and Jones properties if necessary to offset the reduction of lots in the Avalon LLC parcel due to increased buffer or lot size as specified in D.6 below or from the increased lot size alternative in D.10 below; and further provided that job generation, non-residential square footage and non-residential set aside acreage may be transferred from the Avalon LLC property to, and blended among, the McKinnon Groves and Jones properties:

Subject Property	Net Acreage	Max. Capacity (DU)	Job Generation	Non-Residential SF	Non-Residential Set Aside Acreage
	<i>Gross acreage - Water Bodies and wetlands</i>	<i>Net Acreage X 1.85</i>	<i>Dwelling Units X 1.75</i>	<i>Job generation X 450 SF/employee</i>	<i>(Non-residential SF / 43,560) X 0.25</i>
McKinnon Groves	180	332	582	261,800	24
Jones	98	181	318	142,919	13
Avalon LLC	79	147 (or as specified in D.10 below)	257	115,530	11
Totals	357	660	1,156	520,249	48

B. Development Conditions.

1. The overall development shall not exceed 60% Impervious Surface Ratio (ISR).
2. A minimum of three (3) housing types shall be provided, generally consistent with Exhibit "C". Apartments are not permitted. Height of any structure is limited to 35-ft.
3. Non-residential uses shall be made accessible by the residential development via a mixed-use trail or sidewalks.

C. Development Standards & Setbacks. The development standards shall be as follows:

- 1 1. Single Family Detached Units shall adhere to the following standards:

Front Setback – Local Street	20 feet from property line or right-of-way, whichever is greater
Setback from an external Collector Road	50 feet from the right-of-way
Front Porch Setback	12 feet from the property line or right-of-way, whichever is greater
Attached, Front Loaded Garage Setback	25 feet from property line
Secondary Front Setback	15 feet from property line
Side Setback	5 feet from the property line
Rear Setback	15 feet from the property line
Accessory Structure Setback (including pools, porches, and screen enclosures)	5 feet from the property line
ISR for Individual Lots	0.80 if the developer demonstrates that the overall development will not exceed 0.60
Minimum Lot Width	40 Feet
Maximum Building Height	35 Feet and 2 stories
Driveway Setback	5 Feet from the property line

- 2
3 2. Single Family Attached Units (Duplexes) shall adhere to the following standards:

Front Setback	20 feet from property line or right-of-way, whichever is greater
Attached, Front Loaded Garage Setback	25 feet from property line
Secondary Front Setback	15 feet from the property line
Front Porch Setback	12 feet from the property line or right-of-way, whichever is greater
Side Setback	5 feet from the property line / 0 feet with common wall
Rear Setback	10 feet from the property line
Attached Accessory Structure Setback (Pools, Screen Enclosures, Decks)	5 feet from the property line / 0 feet from the common wall property line
Detached Accessory Structure Setback	5 feet from all property lines, including common wall property line
ISR for Individual Lots	0.80 if the developer demonstrates that the overall development will not exceed 0.60
Minimum Lot Width	30 Feet
Maximum Building Height	35 Feet or 2 stories (multi-generational)
Driveways	5 Feet from the property line unless utilizing a shared driveway in conjunction with an approved lot grading plan.

3. Commercial Development shall adhere to the following standards:

Floor Area Ratio (FAR)	Minimum: 0.25 Maximum: 0.25
Front Setback	25 feet from the right-of-way, internal road or easement.
Side Setback	5 feet from the property line
Rear Setback	15 feet from the property line

D. Landscaping Requirements.

1. Landscaping and screening shall be in accordance with the Comprehensive Plan and Land Development Regulations (LDR), as amended.
2. Perimeter Buffers are designated on the PUD Master Plan and may vary in width based on location; however, minimum widths are as shown on the PUD Master Plan. Perimeter buffers shall consist of canopy and understory trees and plants utilizing Florida native trees, shrubs and ground cover vegetation from the IFAS list. Exotic/invasive species shall be removed. Existing vegetation located along the perimeter of the PUD may be used to count towards the minimum perimeter landscaping requirement.
3. The perimeter buffer designated on the PUD Master Plan landscaping shall be a heavily vegetated visual buffer of canopy and understory plants. Permeable storm water areas when enhanced as amenities using native vegetation are permitted within the buffer. Within the perimeter buffer a meandering community trail with a natural surface suitable for walking, running, horseback riding, and bicycling may be located and maintained. The perimeter buffer and trail area shall include canopy and understory plants to enhance the visual buffering while providing a comfortable and safe environment for recreational users of the trail, and adjoining properties within the MPUD. Motor vehicles are prohibited within the perimeter buffer except for planting and maintenance of vegetation, removal of exotic/invasive species, construction, maintenance, and for fire and safety operations.
4. Residents within the MPUD adjoining any trail may access the trail directly through a private gate within the resident's fence.
5. During the review of the development application for Preliminary Plat and landscape plan approval, the existing vegetation will be evaluated to determine consistency with the perimeter landscape requirements in accordance with the Land Development Regulations, as amended.
6. Existing trees located within the 200' wide landscaped buffer along the western, southern and eastern perimeters of AK 1028418 will not be removed, except for dead, exotic/invasive, or diseased trees, or as needed for grading purposes; provided,

however, that the proposed retention pond along the southern boundary may encroach into the landscaped buffer area, but vegetation must be re-established after construction of the pond. Removal of existing trees for grading purposes may only occur within the most interior 75' of the 200' wide landscape buffer, provided, however, that post-grading vegetation must be re-established within the portion of the buffer.

7. Existing citrus trees located within the 150' wide landscaped buffer along the southern perimeter of AK 1594022 will not be removed, except for dead, exotic/invasive, or diseased trees, or as necessary to re-establish producing trees. Dead, exotic/invasive, or diseased trees may be replaced with citrus trees or Florida native landscaping.
8. Existing trees located within the 150' wide landscaped buffer along the eastern perimeter of AK 1593999 will not be removed, except for dead, exotic/invasive, or diseased trees.
9. Existing citrus trees located within the 150' wide landscaped buffer along the eastern perimeter of AK 1593182 will not be removed, except for dead, exotic/invasive, or diseased trees, or as necessary to re-establish producing trees. Dead, exotic/invasive, or diseased trees may be replaced with citrus trees or Florida native landscaping.
10. In lieu of the 200' foot landscaped buffer along the western, southern and eastern perimeter of AK 1028418, at the developer's option so long as the Wellness Way minimum density calculations for the entire project can be met, this parcel may be developed with a gross density of one unit per acre with a minimum 50' landscaped buffer along the western, southern and eastern perimeter of the parcel.
11. Existing trees within the landscape buffers that are removed as a result of disease or death shall be replaced in accordance with best forestry management practices as shall be established as part of the management plan as specified in E.1.c below. The replacement of existing trees removed under this provision must be designed to screen adjacent properties by using a combination of calipers. Seedlings alone are not permissible.

E. Open Space.

1. Open Space. Open Space will include 20% of net buildable acres as Wellness Space and 10% of net buildable acres as Green Space as provided below.
 - a. Wellness Space. Wellness Space Includes land area open to public and private access including gathering places, such as parks, pedestrian and bicycle/pedestrian ways or trails, recreation fields and grounds, piazzas, plazas and urban squares, and permeable storm water areas if enhanced amenities using native vegetation area. The provision of Wellness Space shall be provided as aggregate of the total MPUD not on an individual neighborhood or development tract basis. Wellness Space is limited 10% impervious surface ratio.
 - b. Green Space. Green Space includes areas designated for such purposes as flood control, water management, or restoration of vegetative

communities and wildlife habitat, conservation, passive recreation, and maintenance buffers from adjacent rural residential areas. Green Space should be maintained in such a way to encourage the proliferation of native flora and fauna and use of the community trail network. Walking, running, bicycling, horseback riding, flora and fauna observation, and Trail construction/maintenance and similar activities are permitted on the community trail network within the Green Space areas. Motorized vehicles are not permitted except for construction, maintenance, or emergency use on the community trail network and maintenance of the community buffer. Green Space also includes permeable storm water areas if enhanced amenities using native vegetation area. The provision of Green Space shall be provided as aggregate of the total MPUD not on an individual neighborhood or development tract basis.

c. A Management Plan for Open Space including buffers and trail areas shall be required. At a minimum, the Management Plan shall present goals and actions to enhance and restore Open Space areas to native Florida habitats such as Sandhill or Scrub or as determined by a qualified biologist with experience in restoration and management plans. The Management Plan shall include steps to prevent the influx of nuisance/exotic vegetative species. Additionally, the Management Plan shall include the use of kiosks and educational brochures provided to homeowners utilized to educate and inform homeowners and visitors about the benefits of open space and conservation practices. The Management Plan will be provided to the County Manager or designee for review and approval and will be incorporated herein by reference as a material part of this MPUD.

d. Maintenance of the open space areas and trails must be conducted by a business or entity with experience in management of natural areas and trails.

F. Recreation and Wellness Corridor.

1. The property shall be developed with a Wellness Corridor to connect communities, the Town Center, Job Hubs, neighborhoods and destinations together in a series of integrated trail and pedestrian facilities.
2. The Wellness Corridor shall include the Trunk and Neighborhood Trails depicted in Figure 3.4 titled 'Wellness Ridgeway Network Framework Map' within the Wellness Way Community Design Guidelines and Standards.

a. Trunk Trail

1. The Trunk Trail shall be generally located along the northern property boundary.

2. Trunk Trails are the main system of trails located within the right of way of the Primary Roadway Network and Neighborhood Connectors. They must be at least 14' wide and separated from the adjacent roadway by at least 8'.
- b. Neighborhood Trails
 1. The Neighborhood shall be generally located along the northwestern property line, through the utility easement, and along the southeastern boundary of the PUD.
 2. Neighborhood Trails are a finer-grain system of trails connecting to Trunk Trails that are intended to connect destinations within neighborhoods and centers to parks and other places of activity. Neighborhood Trails must be at least 12' wide. They may be located within street right-of-way or within park or open space tracts. If located adjacent to a street, these trails must be separated from the back of curb (or edge of travel lane if no curb) by at least 8'.
3. The Wellness Corridor may include the following elements:
 - a. Community farms and gardens;
 - b. Wetlands, Water bodies, and Preserved uplands;
 - c. Trails, pedestrian ways and bikeways;
 - d. Viewsheds, scenic, cultural, and environmental resources;
 - e. Wellness Corridors/open space;
 - f. Parks/recreation facilities for active and passive use; and/or
 - g. Stormwater management facilities.
4. The development shall provide a safe and continuous bicycle network. Each phase of development shall demonstrate compliance with this provision on the Construction plan submittal and will need to be completed with the infrastructure.
5. Bicycle networks shall connect residential neighborhoods with the Town Center, Job Hubs, neighborhoods and parks and schools and may include:
 - a. Shared lane markings;
 - b. Designated bike lanes;
 - c. Separated bike facilities or "cycle tracks"; and/or,

d. Multi-use paths and trails.

6. The Wellness Corridor, trail, and bicycle network shall be accessible to the public.

G. Design Guidelines. Residential and Non-residential development shall be generally consistent with the Wellness Way Community Design Guidelines and Standards, prepared by Levy Consultants and dated September 21, 2020, as amended. Should there be a conflict between the Wellness Way Community Design Guidelines and Standards and this Ordinance, this Ordinance shall take precedence.

H. Transportation.

1. All access management shall be in accordance with the Comprehensive Plan and Land Development Regulations, as amended.

2. The development shall incorporate a traffic management plan which will include traffic calming throughout the development.

3. Additional right-of-way for Hartwood Marsh Road shall be required in accordance with the Land Development Regulations, as amended. Hartwood Marsh Road may be realigned along the development's northern boundary in a manner consistent with the Master Plan attached as Exhibit "B".

4. Paved shoulders shall be required to be added to Hartwood Marsh Road that will need to begin at the end of the existing paved shoulder in front of Lakeview Preserve and extend to the county line with Orange County. The existing road that is not part of the realignment area will be required to be resurfaced as directed by the Department of Public Works.

5. There shall be no road or public access connection to West Phil C. Peters Road, Terra Vista Court, Spyglass Hill Road, Dangler Road, Seidner Road, Sandhill Road, Caamano Lane, and Lookout Hill Road, except as provided in Section I of this Ordinance. However, an emergency vehicle access through AK 1028418 to West Phil C. Peters Road is required.

6. Sidewalks and Trails will be required in accordance with Land Development Regulations and the Wellness Way Design Standards, as amended. Should there be a conflict between those standards and this Ordinance, this Ordinance shall take precedence.

7. The development will be required to design, and construction the South Lake - Citrus Ridge Trail from the developments western corner with Hartwood Marsh to the county line with Orange County.

8. Unless otherwise approved herein, the development will need to meet the FDOT Florida Greenbook, County, and the Wellness Way Design Standards, as amended.

9. Future road maintenance will be funded through the use of a municipal service taxing unit (MSTU) or municipal service benefit unit (MSBU) as authorized under Section 125.01(1)(q), Florida Statutes. Before or concurrent with any final plat or site plan approval, the Owner shall provide any documentation required by the County to impose an MSTU or MSBU, at the County's discretion, on the platted or commercial lots. Additionally, the Owner acknowledges and agrees that the MSTU or MSBU shall be collected as a non-ad valorem assessment using the uniform method of collection set forth under Section 197.3632, Florida Statutes.

I. Access. The primary Access for this MPUD for all residential uses shall be Hartwood Marsh Road. The Property is to be developed with no road or public access connection to West Phil C. Peters Road, Terra Vista Court, Spyglass Hill Road, Dangler Road, Seidner Road, Sandhill Road, Caamano Lane, and Lookout Hill Road; provided, however, an emergency vehicle access will be provided through AK 1028418 to West Phil C. Peters Road. Lookout Hill Road access shall be solely for the purpose of access for the business located in Tract JB-2. The power transmission line easement rights of access shall not be affected by or subject to the access limitations set forth in this PUD.

J. Connectivity. The intersection density shall have minimum of 80 intersections per square mile inclusive of community trails, bicycle/pedestrian paths/sidewalk crossings, and streets.

K. Environmental. An environmental survey shall be conducted in accordance with the LDR, as amended, to address natural vegetative communities, wildlife corridors, and designated species prior to submittal of any development application.

L. Stormwater and Floodplain Management.

1. The stormwater management system shall be designed in accordance with all applicable Lake County and St. Johns River Water Management District (SJRWMD) requirements, as amended.

2. The developer shall be responsible for any flood studies required for developing the site and comply with FEMA, Comprehensive Plan and Land Development Regulations, as amended. Any development within the floodplain as identified on the FEMA maps will required compensating storage.

M. Signage. All signs shall be consistent with the LDR, as amended.

N. Lighting.

1. All development will adhere to Dark Sky Principles and the requirements contained in Section 3.09.00 – Lighting Standards, Lake County Land Development Regulations, as amended. In situations where Lighting Standards conflict with Dark Sky Principles, Dark Sky Principles shall have precedence.

2. All streetlighting must meet FDOT street lighting standards, dark sky, and warm white glow correlated color temperature (CCT) not to exceed 3000k.

3. All streetlighting shall be owned and maintained by the CDD or HOA.
4. No street lighting or pole mounted lighting is permitted within the perimeter buffer areas or open space areas; provided, however bollard lighting is allowed. Street lighting and pole mounted lighting within the open space will only be permitted when necessary for safety purposes.

O. Utilities.

1. The proposed development shall connect to central water and sewer from the City of Clermont. A copy of the utility service agreement shall be provided to the County.
2. Reclaimed water shall be used for landscape irrigation, if available.
3. All roadways, including arterials, collector and local streets, shall provide conduit to deliver fiber to each household and business.
4. Irrigated landscaping shall comply with Florida Water Star SM Program.

P. Public Safety. In order to mitigate public safety response times to this development and surrounding properties, a minimum of three (3) acres will be donated to the County in a location mutually agreed on by the County and Owners along or in close proximity to Hartwood Marsh Road to be used as a public safety facility including but not limited to for the purposes of providing fire and emergency medical services; provided, however, if the County has not constructed a public safety facility on the donated property within ten (10) years from the effective date of this Ordinance, then the County shall convey the property back to McKinnon Groves. The Owners hereby acknowledge and agree that such dedication satisfies the requirements established under Section 14.00.08, Land Development Regulations, and other applicable state and federal law.

Q. Special Events. Special events, including community events, are intended to promote inviting, vibrant, creative, and entertaining community gatherings within the Property. Community/Special Events such as, but not limited to, arts and craft festivals, community walks/running events, charity events, music fests, food and wine festivals, movies in the park, dog days, car shows and sponsorship events, yoga in the park, weddings, special food truck events, farmers markets, and similar events. These uses are permitted on common areas, Job Hub Tracts, and trails, as appropriate.

1. No single event shall be more than three (3) consecutive days without County Manager or designee approval.
2. Special events are permitted to operate between 6:00 am and 12:00 midnight (including setup and takedown) on a year-round basis; except that three (3) special events per year are permitted to operate between 6:00 am and 1:30 am (including setup and takedown).
3. Outdoor music, loudspeakers, etc. are permitted at special events between 10:00 am

and 7:00 pm Sundays – Thursdays, and until 11:00 pm on Fridays and Saturdays.

4. Special events shall be permitted for an unlimited number of events.

5. Special events shall obtain a special event site plan from the Office of Planning & Zoning as described in the LDR, as amended.

6. Applicants may be required to obtain a special event permit as set forth in article V, if one (1) or more of the following criteria apply:

a. The event is intended to, or likely to, attract more than five hundred (500) people;

b. The event requires the temporary closure of any collector or arterial public roadway;

c. The event involves the use of pyrotechnics; or

d. The event exceeds the maximum allowed number of patrons within an establishment.

R. Concurrency Management Review and Impact Fees. Concurrency shall be met prior to the issuance of any development order, consistent with the LDR, as amended.

S. Density Changes. When reasonably practicable, density changes in neighborhoods shall occur at mid-block locations, rather than along streets, so that buildings faceting each other are compatible and transitions between uses are gradual. Portions of neighborhoods that are proposed to be developed with the highest densities should generally be located closest to a center or a neighborhood parks, square, or green.

T. Gated Community. The development may be gated in its entirety or in part. Roads and thoroughfares located within any gated portion of the development shall be a private road as defined in the Lake County Land Development Regulations, as amended. However, access shall be provided between all areas within the MPUD via network of interconnected sidewalks, and trails to encourage pedestrian, bicycle, and recreational use.

U. Community Development District. Nothing precludes consideration for the establishment of a community development district upon receipt of a petition and compliance with the public hearing process and requirements in accordance with Chapter 190, Florida Statutes. Further, any of the requirements hereunder may be financed by a community development district, pursuant to Section 190.012(1)(g), (h), Florida Statutes.

V. Buildout Date. Buildout of the development shall be no later than 2040.

W. Development Review and Approval.

1. Prior to the issuance of any permits, the Owners will be required to submit a preliminary

plat, construction plans, and final plat generally consistent with Exhibit "B" - Conceptual Plan and/or site plan for review and approval in accordance with the Comprehensive Plan and LDR, as amended.

2. In the review of development plans, if it is determined by the review staff that a development standard has not been included in this Ordinance, or there is ambiguity in a PUD standard, the applicant shall request an interpretation of the development standard from the County Manager or his designee. The interpretation may take two forms: an agreed upon standard by the County Manager or designee, or a referral to the most applicable section of the then current code. The interpretation shall be binding on the applicant. If the applicant does not agree with the interpretation, the applicant may appeal the decision to the Board of County Commissioners.
3. Physical development shall commence within three (3) years from the date of this Ordinance approval. Failure to commence construction within three (3) years of approval shall cause the revocation of this ordinance, in accordance with the Comprehensive Plan or superseding documents amended. Prior to expiration of the three-year time frame, the Board of County Commissioners may grant, via a Public Hearing, one (1) extension of the time frame for a maximum of two (2) years upon a showing that reasonable efforts have been made towards securing the required approvals and commencement of work.
4. The specific references in this Ordinance to the Florida Statutes, Florida Administrative Code, Lake County Comprehensive Plan, and the LDR shall include any future amendments to the Statutes, Code, Plans, and/or Regulations.

Section 2. Conditions as altered and amended which pertain to the above tract of land shall mean:

- A. After establishment of the facilities as provided herein, the property shall only be used for the purposes named in this Ordinance. Any other proposed use must be specifically authorized by the Board of County Commissioners.
- B. No person, firm, or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building, structure, add other uses, or alter the land in any manner within the boundaries of the above-described land without first obtaining the necessary approvals in accordance with the Lake County Code, as amended, and obtaining the permits required from the other appropriate governmental agencies.
- C. This Ordinance shall inure to the benefit of and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present Owners and any successors, and shall be subject to each and every condition herein set out.
- D. Construction and operation of the proposed use shall always comply with the regulations of this and other governmental permitting agencies.
- E. The transfer of ownership or lease of any or all of the property described in this Ordinance shall

be included in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions established by this Ordinance and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following procedures contained in the LDR, as amended.

F. The Lake County Code Enforcement Special Master shall have authority to enforce the terms and conditions set forth in this ordinance and to recommend that the ordinance be revoked.

Section 3. Severability: If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, the holding will in no way affect the validity of the remaining portions of this Ordinance.

Section 4. Filing with the Department of State. The clerk is hereby directed forthwith to send a copy of this Ordinance to the Secretary of State for the State of Florida in accordance with Section 125.66, Florida Statutes.

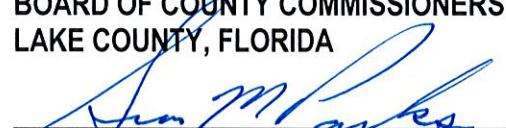
Section 5. Effective Date. This Ordinance shall become effective as provided by law.

ENACTED this 28th day of September, 2021.

FILED with the Secretary of State this 29th day of September, 2021.

EFFECTIVE September 28th, 2021.

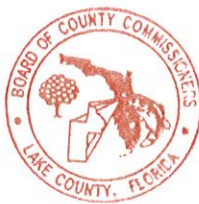
BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA


Sean M. Parks, Chairman

This 28th day of September, 2021.

ATTEST:


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



APPROVED AS TO FORM AND LEGALITY


Melanie Marsh, County Attorney

EXHIBIT A. Legal Description (3 Pages).

Parcel 1: Alternate Key No. 1028418

The Southeast One Quarter (SE 1/4) of Section 12, Township 23 South, Range 26 East, all lying and being in Lake County, Florida, LESS AND EXCEPT all that portion of that certain plat of Avalon Hills recorded in Plat Book 57, Pages 42, 43 and 44, Public Records of Lake County, Florida, and Less and Except road right-of-way.

OR BK 4810, PG 1926

Parcel 2: Alternate Key No. 1593182

The North 1/2 of the Southeast 1/4 of Section 1, Township 23 South, Range 26 East; Lake County, Florida. Less the North 25 feet for right of way by virtue of the Quit-Claim Deed recorded in Deed Book 345, Page 45, Public Records of Lake County, Florida.

AND

The South 1/2 of the Southeast 1/4 of Section 1, Township 23 South, Range 26 East, Lake County, Florida.

OR BK 3397, PG 1895

Parcel 3: Alternate Key No. 1028396

THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LESS THE NORTH 30 FEET THEREOF, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

OR BK 1639, PG 787

Parcel 4: Alternate Key No. 1028400

The South 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 12, Township 23 South, Range 26 East, Public Records of Lake County, Florida, and

The East 30 feet of the South 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 12, Township 23 South, Range 26 East, Public Records of Lake County, Florida.

OR BK 5010, PG 1069

Parcel 5: Alternate Key No. 1594022

The SW 1/4 of the NE 1/4 of Section 12, Township 23 South, Range 26 East, Lake County, Florida,

AND: A 30 foot wide strip of land over the North 30 feet of the North 1/2 of the SE 1/4 of the NE 1/4 of Section 12, Township 23 South, Range 26 East, lying in Lake County, Florida.

LESS AND EXCEPT: A 30 foot wide strip of land over the East 30 feet of the SW 1/4 of the NE 1/4 of Section 12, Township 23 South, Range 26 East, Lake County, Florida.

OR BK 2609, PG 1259

Parcel 6: Alternate Key No. 1594006

A parcel of land being a portion of the Northwest 1/4 of the Northeast 1/4 of Section 12, Township 23 South, Range 26 East, Lake County, Florida, being more particularly described as follows:

Commence at the Northwest corner of the Northeast 1/4 of said Section 12; thence run South 00°36'42" West along the west line of said Northeast 1/4 for a distance of 25.00 feet to the POINT OF BEGINNING; thence South 89°35'26" East along a line 25.00 feet South of and parallel to the North line of said northeast 1/4 of a distance of 632.12 feet; thence South 00°34'59" West for a distance of 1221.76 feet; thence South 89°31'05" East along a line 75.00 feet North of and parallel to the South line of said Northwest 1/4 of the Northeast 1/4 for a distance of 656.27 feet; thence South 00°33'15" West along the East line of said Northwest 1/4 of the Northeast 1/4 for a distance of 75.00 feet; thence North 59°31'05" West along the South line of said Northwest 1/4 of the Northeast 1/4 for a distance of 1319.07 feet; thence North 00°36' 42" East along the West line of said Northeast 1/4 for a distance of 1295.96 feet to the POINT OF BEGINNING.

OR BK 2705, PG 1217

Parcel 7: Alternate Key No. 1593999

A parcel of land being a portion of the Northwest 1/4 of the Northeast 1/4 of Section 12, Township 23 South, Range 26 East, Lake County, Florida, being more particularly described as follows:

Begin at the Northwest corner of the Northeast 1/4 of said Section 12; thence run South 89° 35'26" East along the North line of said Northeast 1/4 for a distance of 1317.76 feet; thence South 00° 33'16" West along the East line of said Northwest 1/4 of the Northeast 1/4 for a distance of 1247.62 feet; thence North 89° 31'05" West along a line 75.00 feet North of and parallel to the South line of said Northwest 1/4 of the Northeast 1/4 for a distance of 686.27 feet; thence North 00° 34'59" East, for a distance of 1221.76 feet; thence North 89° 35'26" West along a line 25.00 feet South of and parallel to the North line of said Northeast 1/4 for a distance of 632.12 feet; thence North 00° 36'42" East along the West line of said Northeast 1/4 for a distance of 25.00 feet to the Point of Beginning.

OR BK 3397, PG 1895

EXHIBIT B. Concept Plan.

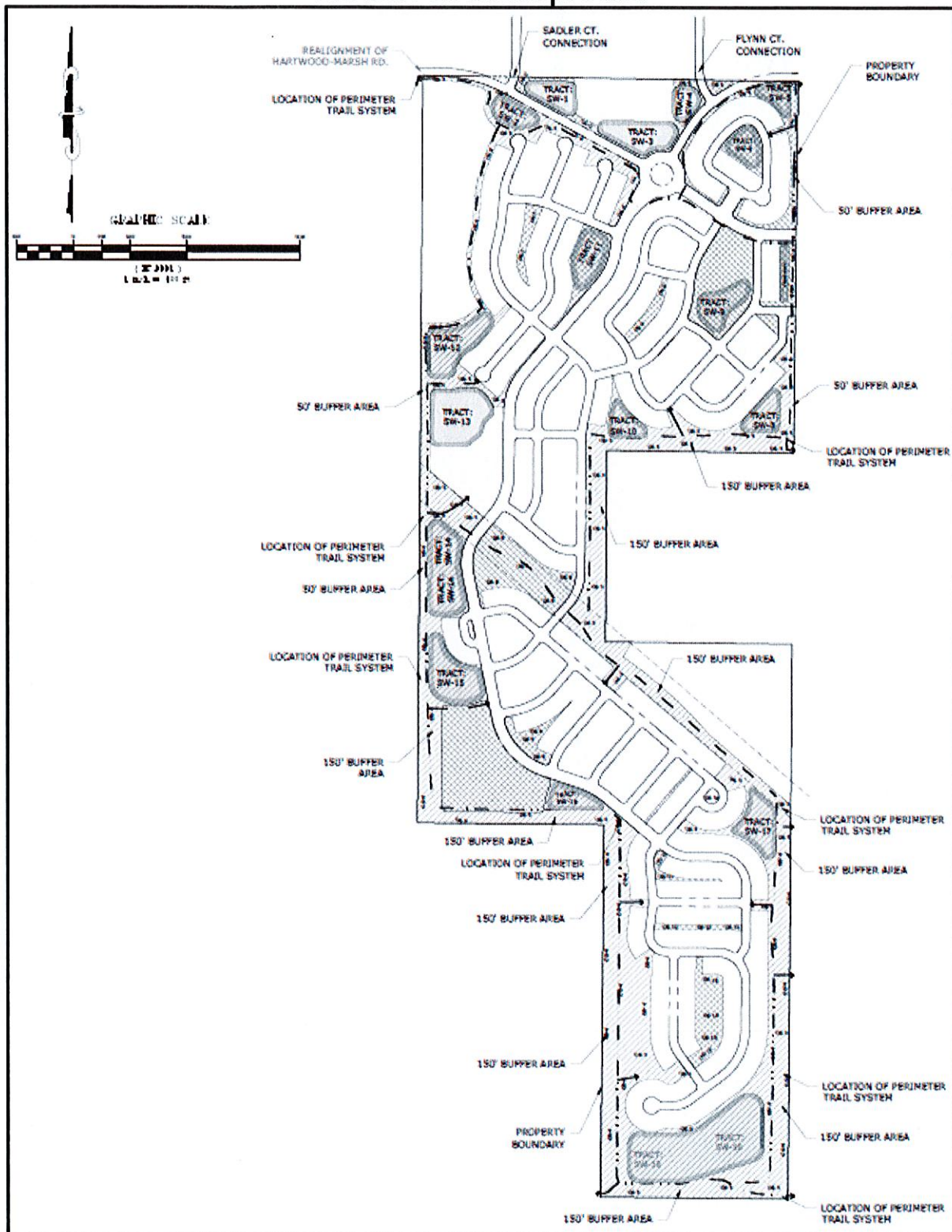
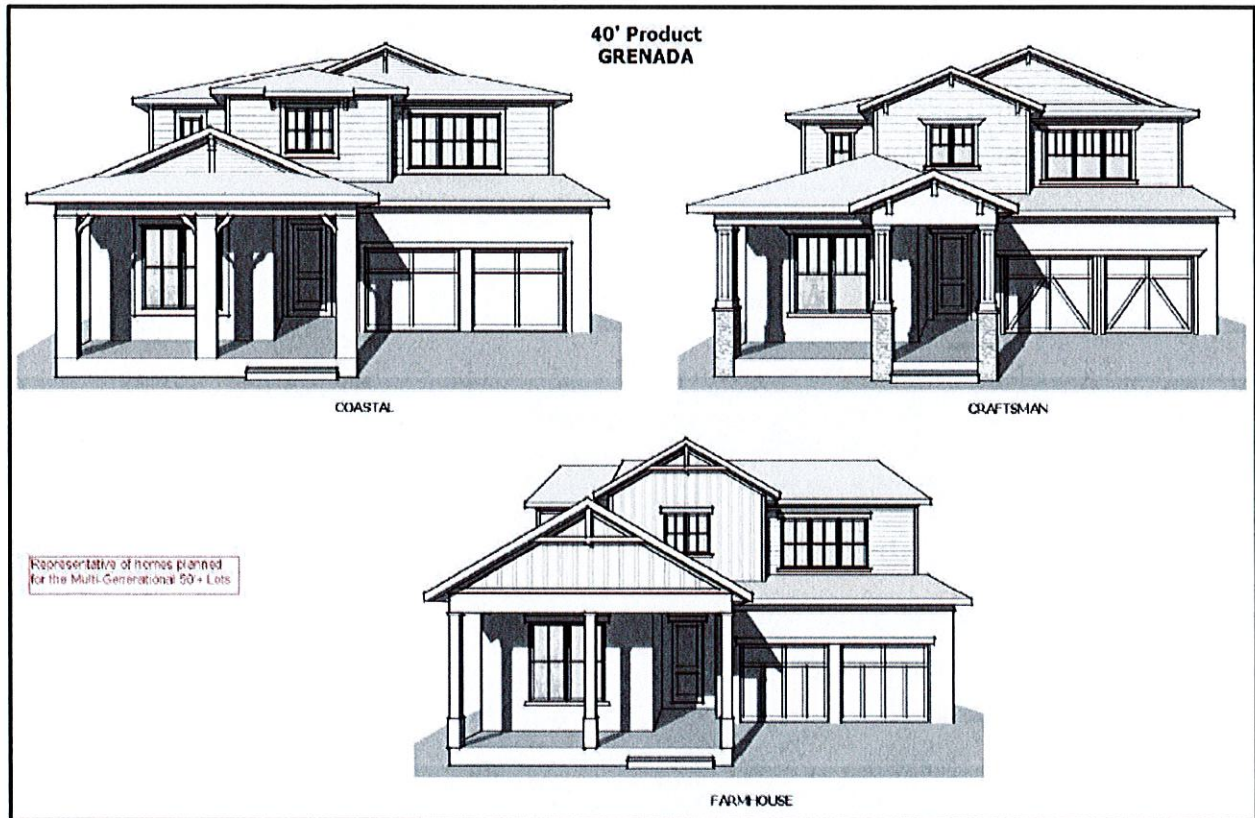
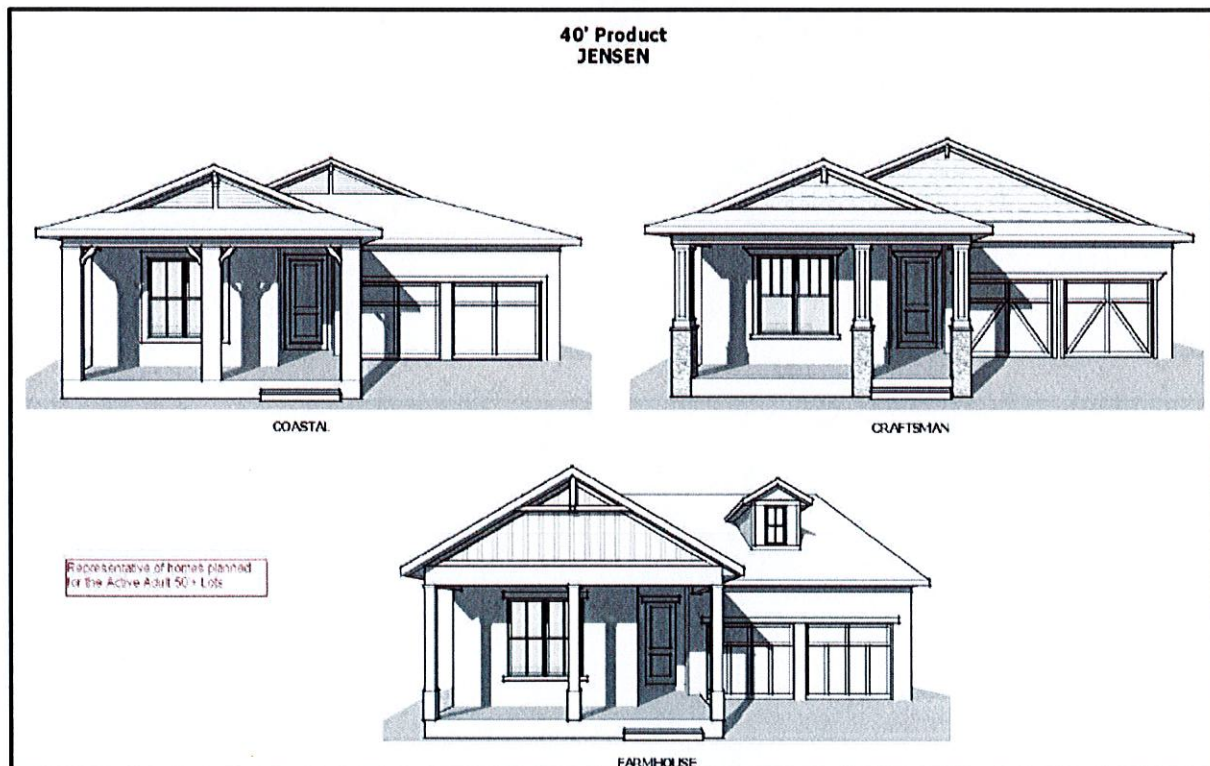
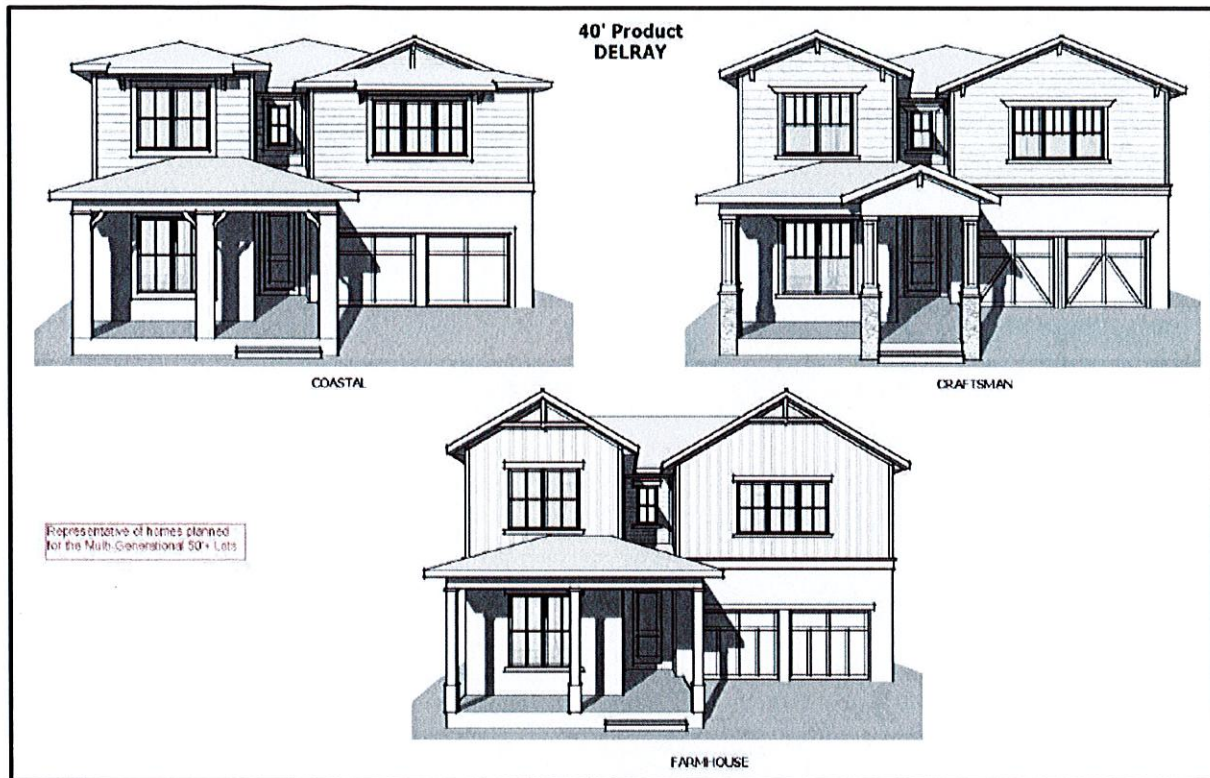


EXHIBIT C. Residential Design Examples (2 Pages).







FLORIDA DEPARTMENT *of* STATE

RON DESANTIS
Governor

LAUREL M. LEE
Secretary of State

September 29, 2021

Mr. Gary J. Cooney
Clerk of the Circuit Court and Comptroller
Lake County
550 West Main Street
P. O. Box 7800
Tavares, Florida 32778-7800

Attention: Josh Pearson

Dear Mr. Cooney:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge your electronic copy of Lake County Ordinance No. 2021-36, which was filed in this office on September 29, 2021.

Sincerely,

Anya Owens
Program Administrator

AO/lb

LEGAL NOTICE

The Clermont City Council will consider the enactment of the following proposed Ordinance at their regularly scheduled meeting to be held Tuesday, May 27, 2025 at 5:30 PM at Clermont City Hall, Council Chambers located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2025-020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND IN ACCORDANCE WITH THE INTERLOCAL SERVICE BOUNDARY AGREEMENT DATED DECEMBER 2, 2014; PROVIDING FOR CONFLICT, SERVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

LOCATION:

Hartwood Marsh Road
Vacant parcels located south of Hartwood Marsh Road
and west of the Lake/Orange County Line
(Alternate Keys 1028418, 1593182, 1028396, 1028400, 1594022,
1594006 and 1593999)
357 +/- Acres



LEGAL DESCRIPTION

PARCEL NO. 1: Alternate Key No. 1028418

THE SOUTHEAST ONE QUARTER (SE 1/4) OF SECTION 12, TOWNSHIP 23 SOUTH, RANGE 26 EAST, ALL LYING AND BEING IN LAKE COUNTY, FLORIDA, LESS AND EXCEPT ALL THAT PORTION OF THAT CERTAIN PLAT OF AVALON HILLS RECORDED IN PLAT BOOK 57, PAGES 42, 43, AND 44, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND LESS AND EXCEPT ROAD RIGHT-OF-WAY.

OR BK 4810, PG 1926

PARCEL NO. 2: Alternate Key No. 1593182

THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 23 SOUTH, RANGE 26 EAST; LAKE COUNTY, FLORIDA. LESS THE NORTH 25 FEET FOR RIGHT OF WAY BY VIRTURE OF THE QUIT-CLAIM DEED RECORDED IN DEED BOOK 345, PAGE 45, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

AND

THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA.

OR BK 3397, PG 1895

PARCEL NO. 3: Alternate Key No. 1028396

THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LESS THE NORTH 30 FEET THEREOF, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

ORG BK 1639, PG 787

PARCEL NO. 4: Alternate Key No. 1028400

THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 23 SOUTH, RANGE 26 EAST, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND

THE EAST 30 FEET OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 23 SOUTH, RANGE 26 EAST, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

ORG BK 5010, PG 1069

PARCEL NO. 5: Alternate Key No. 1594022

THE SW 1/4 OF THE NE 1/4 OF SECTION 12, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA,

AND: A 30 FOOT WIDE STRIP OF LAND OVER THE NORTH 30 FEET OF THE NORTH 1/2 OF THE SE 1/4 OF THE NE 1/4 OF SECTION 12, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LYING IN LAKE COUNTY, FLORIDA. LESS AND EXCEPT: A 30 FOOT WIDE STRIP OF LAND OVER THE EAST 30 FOOT OF THE SW 1/4 OF THE NE 1/4 OF SECTION 12, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA.

ORG BK 2609, PG 1259

PARCEL NO. 6: Alternate Key No. 1594006

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 12, THENCE RUN SOUTH 00°36'42" WEST ALONG THE WEST LINE OF SAID NORTHEAST 1/4 FOR A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°35'26" EAST ALONG A LINE 25.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID NORTHEAST 1/4 OF A DISTANCE OF 632.12 FEET; THENCE SOUTH 00°34'59" WEST FOR A DISTANCE OF 1221.76 FEET; THENCE SOUTH 89°31'05" EAST ALONG A LINE 75.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4 FOR A DISTANCE OF 656.27 FEET; THENCE SOUTH 00°33'15" WEST ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4 FOR A DISTANCE OF 75.00 FEET; THENCE NORTH 59°31'05" WEST ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4 FOR A DISTANCE OF 1319.07 FEET; THENCE NORTH 00°36'42" EAST ALONG THE WEST LINE OF SAID NORTHEAST 1/4 FOR A DISTANCE OF 1295.96 FEET TO THE POINT OF BEGINNING.

OR BK 2705, PG 1217

PARCEL NO. 7: Alternate Key No. 1593999

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 12; THENCE RUN SOUTH 89°35'26" EAST ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 FOR A DISTANCE OF 1317.76 FEET; THENCE SOUTH 00°33'16" WEST ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4 FOR A DISTANCE OF 1247.62 FEET; THENCE NORTH 89°31'05" WEST ALONG A LINE 75.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4 FOR A DISTANCE OF 686.27 FEET; THENCE NORTH 00°34'59" EAST, FOR A DISTANCE OF 1221.76 FEET; NORTHEAST 1/4 FOR A DISTANCE OF 632.12 FEET; THENCE 00°36'42" EAST ALONG THE WEST LINE OF SAID NORTHEAST 1/4 FOR A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

ORG BK 3397, PG 1895

All public meetings are held at the Clermont City Hall, Council Chambers, located at 685 W. Montrose Street, and are open to public comment. Please call (352) 394-4083, ext. 3 if you have any questions.

The proposed ordinance may be inspected at the Clermont Development Services Department between 8 AM and 5 PM Monday to Friday.

Please be advised that under state law, any person deciding to appeal a decision made at the public hearings will need a record of the proceedings and may need to ensure a verbatim record is made.

Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC, City Clerk