



**CITY OF CLERMONT
CITY COUNCIL MEETING
CLERMONT CITY HALL
AGENDA
3:00 PM, Tuesday, July 29, 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

Deputy Chief of Police Oath of Office

PROCLAMATION

Parks and Recreation

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.

Item No. 1 - Meeting Minutes

Consider approval of the June 17, 2025 council workshop and June 24, 2025 council meeting minutes.

Item No. 2 - Surplus Request

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

Item No. 3 - Utility Service Agreement for Water and Wastewater
Pro Active Custom Auto

Consider a request for a utility agreement for a fire suppression upgrade on existing building located at 13550 Granville Ave.

Item No. 4 - Lake County School Board SRO Agreement

Consider agreement approval of the LCSB School Resource Officer Program from August 11, 2025, through May 2026.

Item No. 5 - Canvassing Board Appointment

Consider appointing canvassing board members for the November 4, 2025, Municipal General Election.

**CITY OF CLERMONT
CITY COUNCIL MEETING
CLERMONT CITY HALL
AGENDA
3:00 PM, Tuesday, July 29, 2025**

Item No. 6 - Change Order Approval
2025 Street Resurfacing

Consider approval of Change Order 2 to the contract with Superior Asphalt, Inc., to provide street resurfacing services in the budgeted amount of \$21,000.

Item No. 7 - Sole Source Term Agreement
Neptune Water Meters and Equipment

Consider approval of a single/sole source agreement from Ferguson Enterprises, LLC. to acquire Neptune water meters and systems, data collector equipment, related accessories, and repair services.

Item No. 8 - Sole Source Purchase
Sunburst Water Treatment Plan

Consider single/sole source purchase approval from Power & Pumps, Inc. for the acquisition of 3 variable frequency drives for a total budgeted amount of \$70,216.65.

Item No. 9 - Piggyback Term Contract
As-Needed Pumps Overhaul and Related Equipment Repair Services

Consider approval to piggyback the Pasco County Term Contract No. IFB-RH-23-078 with PSI Technologies, Inc. to provide as-needed pumps overhaul and related equipment repair services for water, wastewater, and reclaim treatment plants.

Item No. 10 - Request for Qualification Award
On-Call Professional Architectural Services

Consider awarding Request for Qualification number 25-075 and execute a term contract with Powell Studio Architecture, OLC Architecture, and Bentley Group to provide on-call professional architectural services.

Item No. 11 - Contract Amendment
Building Official Services

Consider approval of the second amendment to the contract between the City of Clermont and Willdan Engineering, Inc., to add Building Code Administrator or Building Official services.

Item No. 12 - Resolution No. 2025-022R
Employment Policies Manual Amendment

Consider an amendment to Chapter 4: Compensation/Salary Administration, Section 4.8 Storm or Other Disaster Pay and Leave.

UNFINISHED BUSINESS

Item No. 13 - Lumberyard/ Row House Paving

Consider discussion and possible action on parking lot paving.

**CITY OF CLERMONT
CITY COUNCIL MEETING
CLERMONT CITY HALL
AGENDA
3:00 PM, Tuesday, July 29, 2025**

Item No. 14 - Ordinance No. 2025-017
Land Development Code Amendment

Consider an amendment to the LDC
Chapter 123 Vegetation, Article I & II.

Item No. 15 - Ordinance No. 2025-018
Irrigation and Landscaping Regulations

Consider an ordinance to the City Code
for Irrigation and Landscaping
Regulations.

Item No. 16 - Executive Recruitment Services for
City Manager
RFP Evaluation

Consider review of the score evaluation
for executive recruitment services for
the City Manager position and approval
of presented options.

NEW BUSINESS

Item No. 17 - Fiscal Year 2026 Proposed Ad
Valorem Millage Rate

Consider approving a proposed Ad
Valorem millage rate advertisement for
Fiscal Year 2026 at a rate not to exceed
4.7000.

Item No. 18 - Ordinance No. 2025-025 *Intro*
CarMax Expansion Annexation

Consider a request for voluntary
annexation for CarMax expansion
project off of Auto Plex Lane.

Item No. 19 - Ordinance No. 2025-026 *Intro*
CarMax Expansion SSCPA

Consider a request for a small-scale
comprehensive plan amendment for
CarMax expansion off of Auto Plex
Lane.

Item No. 20 - Ordinance No. 2025-027 *Intro*
CarMax Expansion Rezoning

Consider a request for a rezoning for
CarMax expansion off of Auto Plex
Lane.

Item No. 21 - Ordinance No. 2025-029 *Intro*
Plats

Consider amendments to the Land
Development Code to align with new
state laws regarding platting.

Item No. 22 - Resolution No. 2025-021R
Plat Approval

Consider providing for interim
procedures for preliminary plat and
final plat approvals.

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

**CITY OF CLERMONT
CITY COUNCIL MEETING
CLERMONT CITY HALL
AGENDA
3:00 PM, Tuesday, July 29, 2025**

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

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

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

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

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

PROCLAMATION

Whereas, parks and recreation programming enhance our quality of life by contributing to healthy lifestyles, building community, creating economic development and encouraging environmental stewardship; and

Whereas, recreation creates opportunities for people of all ages and cultures to participate in activities that encourage health, education, and social interaction; and

Whereas, parks and recreation programs boost the economy, enhance property values, attract new business, increase tourism, and reduce crime; and

Whereas, parks, trails and open spaces provide encounters in nature, maintenance of clean air, and the protection of plant and animal wildlife; and

Whereas, therapeutic recreation and leisure education are essential to the rehabilitation of individuals who have been ill or disabled; and

Whereas, parks and recreation staff have continued to provide critical services to their communities by caring for the children of front line workers, providing meals to families, and continuing to provide safe spaces for people to maintain healthy lifestyles; and

Whereas, the National Recreation and Park Association and the Florida Recreation and Park Association have designated July as Parks and Recreation Month;

Now, Therefore, I, Tim Murry, Mayor of the City of Clermont in the State of Florida, do hereby proclaim the month of July, Two Thousand and Twenty-Five as:

Parks and Recreation Month

In Witness Whereof, I have hereunto set my hand and caused the Great Seal of the City of Clermont to be affixed this 29th Day of July in the year Two Thousand and Twenty-Five.

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

City of Clermont
MINUTES
CITY COUNCIL WORKSHOP
June 17, 2025

CALL TO ORDER

The City Council met in a workshop session on Tuesday, June 17, 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, Petersen and Myers.

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

AGENDA ITEMS

Item No. 1 – Meet Us in the Middle

Interim City Manager Van Wagner introduced Jeff Powell, Powell Studio Architecture, who has been working on concepts for Meet Us in the Middle.

Mr. Powell presented a PowerPoint presentation showing the current conditions of the space and the vision for the project. He spoke about the community forum that was held in 2023 and how the feedback provided was incorporated into the current design.

Mr. Powell showed the different spaces that included the main entryway which will include some form of monument, a veteran's space, a first responders' space, amphitheater and a pier/dock. He provided two options for the docks; one is centered and has a sweeping arc that comes out from the existing seawall and meets on a promenade with a covered pavilion and then creates a t shape out to the breakwater. This option provides twenty-six boat slips and eight jet ski slips. The second option utilizes the access at 8th Street and extends out and off to the East and provides the same number of boat and jet ski slips and eliminates the promenade with a covered pavilion. He informed Council if they chose the second option for the dock then some of the space will be redesigned to make sure all the spaces come together.

Mr. Powell requested direction from the Council on the two options so he can continue the design of the project.

Council Member Petersen arrived at 3:10pm.

The council discussed the difference of the two dock options, the ability to expand each option and handicap accessibility.

Mr. Powell stated that once he has direction from Council on the design then he should have the design ready to bid in six to eight months.

Interim City manager Van Wagner was asked about a timeframe on the Live Well grant the city received for this project. He stated that he was not aware of the time frame but staff is in constant communication with them.

Council Member Petersen spoke about the restroom facilities and creating this space to point people to the downtown businesses.

City of Clermont
MINUTES
CITY COUNCIL WORKSHOP
June 17, 2025

Council Member Howard stated that the second option came about because he requested a smaller dock. The city cannot have docks that are not managed, it would take a full-time employee to manage the docks in option one. He was still not excited about the size of the dock in option two and hoped for it to be smaller. He said he would like to get away from some of the hardscapes in the project, there needs to be shade from trees for people to sit under.

Council Member Howard asked Council how people will be pulled from Meet Us in the Middle to the downtown area. If the DeHoya property was purchased by the City and the Art Walk was extended to the waterfront, then centering the docks would make sense. He also spoke about the cost of maintaining the area.

The council discussed the project being done in stages, economic tourism and development, viewing areas for the sailing and rowing.

Council Member Strange proposed doing an “x” within the arc of the dock in the first option to have an “x” marks the spot view from above.

Mr. Powell stated that the project estimate for the portion of the park is \$6 million and an additional \$5 million for the docks. He also informed Council that there will be oak trees within the project to provide shade.

Discussion ensued on which part of the project to begin with, size of the docks, the cost of the docks and if Parks and Recreation Impact Fees can go towards the docks.

City Attorney Waugh explained that Impact Fees must be used on new development so if the city is placing a dock in the same place, the city will have the burden of showing that it is not just a replacement. He stated that the plans provided satisfy him in terms of Impact Fees.

The council discussed the DeHoya property and there being an agreement for the Art Walk to be extended.

Interim City Manager Van Wagner stated that he has not been able to locate an agreement and will continue to look.

Mr. Stringfellow explained that when they did the fundraiser for the original section of the Art Walk there was discussion about making it a requirement for the park dedication for that parcel for whoever developed it. He stated it was in writing, but he has also been unable to find it. The intent was for the Art Walk to be extended all the way to the waterfront. The original intent was for it to be spaced off the DeHoya property so there would be ten feet for the tent space, 18 feet for the walkway and another ten foot of tent space. There was a survey done so that there would be a line of sight all the way from the lake to Montrose Street.

Mayor Murry opened public comments.

Bob Farrell, VFW, commented this will bring a lot of people from all over the state.

City of Clermont
MINUTES
CITY COUNCIL WORKSHOP
June 17, 2025

Valerie Schuett, 931 W. Montrose Street – Meet Us in the Middle is more about the trail than docks. Spoke about the economic impact of the Coast-to-Coast trail and creating a line into downtown.

Keith Mullins, Drew Avenue – Spoke in favor of option one. The council needs to look at the bigger picture and there needs to be parking.

DuWayne Orth, VFW – Excited and honored to be part of the process of Meet Us in the Middle, especially the Veteran’s memorial.

Bret Jones, 700 Almond Street – Requested Council look at the cost of maintenance and repair and setting aside reserve funds to prepare for the periodic maintenance. He inquired if the city had made a capital outlay recoupment model.

Kim Cashmer, Lake Minneola Shores – Expressed concerns about the boat docks withstanding hurricanes.

Mayor Murry closed public comments.

Discussion ensued on how much of the Parks and Recreation Impact Fees would be allocated to this project along with grant funding that has been secured and can be sought after to pay for the project.

Council Member Strange stated that she is in favor of doing the arch part of the pier or replacing the original one, but she will not support \$5 million on a pier.

Mayor Murry said that the existing pier needs to be torn down and if we rebuild the pier, those funds will come from the general fund.

Mr. Powell explained that to get a design to work they must design the whole park. The project can be phased into a budget if they know what the budget is.

The council’s consensus was to move forward with getting the cost for option one without the breakwater.

Mr. Powell stated he will work with Interim City Manager Van Wagner’s office and put together a cost estimate.

Item No. 2 – Parking Garage

Development Services Director Henschel informed the Council of four larger parking lots within the downtown that the city currently controls: the one by Salt Shack, the DeHoya property, the lot on 7th Street and Minneola Avenue, and the Church parking lot on Desoto Street. The city currently owns two properties and leases the Church and DeHoya properties. The city does have some smaller lots within the downtown area and the lot at City Hall.

City of Clermont
MINUTES
CITY COUNCIL WORKSHOP
June 17, 2025

There are some restrictions on the church lot when there are bigger events in the city which has prompted this discussion. There may be concerns with how long the city will have a lease for that lot.

There were three ideas for properties to place a parking garage. The DeHoyas property, which is almost a complete square except for one part which is another owner, and 2.4 acres in total. The lot downtown on 7th Street and Minneola Avenue, which is approximately 0.8 acres and last the Post Office property, which is approximately 0.9 acres.

Council Member Howard stated that previous parking studies did not account losing parking spaces at 7th Street and Minneola Avenue and the redevelopment of multiple properties downtown. From a planning standpoint now is the time to build a parking garage. He provided some details regarding the parking lot at 7th Street and Minneola Avenue including building a fly-over Mr. Stringfellow's property to add more space to higher floors and it could be turned into a parking garage.

He stated that staff were able to meet with FrinFrock, a construction company, to find out the best way to ask for the design of a parking garage and how the city could set it up to get the best prices.

Council Member Howard spoke about the possibility of purchasing the DeHoya property and continuing the Art Walk to the lakefront and placing a parking garage but is not in favor of that option.

He talked about the Post Office property, he would like the Post Office to stay downtown, and the possibility to build a parking garage on top of the building. Building a parking garage on either property would provide the benefit of shutting down all the brick streets to pedestrians only for events and people could park at either end. It would create a social opportunity for residents.

Council Member Howard provided details on what it would take to build a parking garage at 7th Street and Minneola Avenue which included moving utilities and bringing in trash compactors.

Discussion ensued about the different locations and the spaces to get from each location and if there is a need for a parking garage.

Mayor Murry stated that he would like to see mixed use with a parking garage on the DeHoya property.

Mr. Van Wagner informed the Council that the church is requesting funds to assist with repairing the parking lot the city leases. During events, the church is asking for paid donations, even though the city is leasing the property there is a clause in their lease that they can use the property at their discretion. He stated that once he receives an amount from the church, he will return to Council for direction.

Council Member Strange suggested engaging a professional design firm to conduct a comprehensive assessment of the downtown area.

City of Clermont
MINUTES
CITY COUNCIL WORKSHOP
June 17, 2025

Their scope would include identifying a location for a parking garage, ensuring alignment with applicable codes, and providing an analysis of the potential economic impacts based on their findings.

Council Member Howard stated that staff met with Frinfrock to gain knowledge from one of the biggest parking garage builders on how to maximize our dollars when designing and building a parking garage.

Council Member Myers stated that Council needs to decide the location of a garage and move forward with the project.

Discussion ensued on moving forward with the project. All the potential properties were discussed and the pros and cons of each along with potential tax dollars.

Council Member Strange stated that she would like to have an RFQ for the Comprehensive Plan that would include where the parking garage should go on the next meeting agenda.

The council discussed the Comprehensive Plan and the RFQ that will be used for a Comprehensive Plan overlay in the downtown area.

Council Member Howard spoke about purchasing the DeHoya property. If the city purchases the property, then the city becomes a developer. He voiced his concern and stated that he would be in favor of purchasing the property to ensure we have the land to extend the art walk.

Council Member Petersen suggested getting the cost of placing a parking garage on the 7th street property with the flyover of Mr. Stringfellow's property. Council Member Howard stated the estimate for that property would be \$30,000 per space at the high end. Being able to flyover Mr. Stringfellow's property would add to the overall cost but decrease the price per space.

Development Services Director Henschel explained to Council that the longer they can make the parking garage the price per space goes down. The estimate, not including the flyover, is \$30,000 on the high end and \$27,000 on the lower end.

Interim City Manager Van Wagner stated that if the consensus is to move forward with the 7th street property, staff can do an RFQ and bring the results back to Council.

Mayor Murry would like to include post office property as well.

Council Member Howard stated he was comfortable moving forward with an RFQ for the 7th street property and requested staff work closely with Mr. Stringfellow regarding the flyover portion.

Interim City Manager Van Wagner informed Council that staff will move forward with an RFQ.

Mayor Murry opened public comments.

Keith Mullins, 640 Drew Avenue – spoke in favor of building a parking garage on the 7th street property.

City of Clermont
MINUTES
CITY COUNCIL WORKSHOP
June 17, 2025

Ana Sinclair, 575 W. Minneola Avenue – expressed opposition to building a parking garage, some businesses are not open on Mondays and Tuesdays. In favor of an overlay for the downtown area and allowing property owners to build up.

David Colby, 3072 Santa Maria Avenue – spoke in favor of building a parking garage.

Jayson Stringfellow, 1455 W. Lakeshore Drive – spoke about the previous process the city went through regarding a parking garage. The 7th Street property is owned by the city to build a parking garage.

Council Member Strange spoke about changing the code to allow for vertical construction and where the funds for the project will come from.

Patrick Bianchi, 810 W. Montrose Street – Main Street is in full support of a parking garage at 7th Street and Minneola Avenue. Spoke about eminent domain, revenue and development in the downtown area. He believes that the parking garage should be 500 spaces and height will vary on location.

Council Member Howard stated that the parking garage should not be taller than the tallest building in downtown, which is City Hall.

Council Member Strange asked if Council envisions downtown attracting people from outside the area or if it will be a place for the residents within the Community Redevelopment Agency area to live, work and play. She believed that an overlay needs to be done before planning a parking garage.

Bret Jones, 700 Almond Street – spoke about the high cost of free parking by Donald Shoup. Suggested a parking mechanism with dynamic pricing. Spoke about a liner building.

Interim City Manager Van Wagner informed the Council that a four-story parking garage would have 544 spaces, five stories would have 691 spaces, and a six-story parking garage would have 838 spaces. A six-story parking garage would be approximately 72 feet tall.

The consensus from Council was to move forward with an RFQ/P for a parking garage at 7th Street and Minneola Avenue.

Mayor Murry recessed the meeting at 5:36pm. Mayor Murry reconvened the meeting at 5:45pm.

Item No. 3 – Compactors

Public Services Assistant Director Maiworm presented a PowerPoint presentation on the potential of compactors in the downtown area. The presentation included the history, potential cost and locations for the compactors. There were 18 potential locations, some locations are on city owned property, the best locations are not city owned. To place compactors on private property, the city would acquire small pads and easements to place them. The cost of acquiring the easements was considered in terms of the overall cost of the project. The estimated cost per site is \$82,000 which would include professional services, land acquisition, site work and compactors.

City of Clermont
MINUTES
CITY COUNCIL WORKSHOP
June 17, 2025

There are two options for the compactors, the city could purchase compactors and handle servicing them which would include purchasing two collection trucks and hiring an employee. The second option is to lease the compactors and use an existing contractor to service them.

Public Services requested direction from the Council on whether to move forward with this project.

Mayor Murry inquired about in-ground sanitation systems.

Public Services Assistant Director Maiworm stated there are fundamental limitations and can cause drainage issues.

Discussion ensued about the cost to businesses, potential locations and trucks being able to access the compactors as well as some of the businesses that do not use city service.

Council Member Howard stated that there are downtown property owners that will work with the city on locations for the compactors that may avoid having to acquire property.

Mayor Murry and Council Member Strange stated that they prefer the lease option for the compactors.

The cost difference and upfront costs were discussed.

Council Member Strange requested Public Services prepare the estimated costs for the next five years to discuss at the budget workshops.

Mayor Murry opened public comments.

Patrick Bianchi, 810 W. Montrose Street – spoke in support of the compactors.

Mayor Murry closed public comments.

Item No. 7 – Piers

Public Services Assistant Director Maiworm stated that all piers in Lake Minneola have been damaged or destroyed. The pier that is next in line to be repaired is the one by the rowing boat house. Staff are optimistic that the city will receive funds from FEMA to assist with the reconstruction. This will be the fourth time docks have had to be rebuilt from hurricane damage. The plan is to build a more robust structure which FEMA is willing to fund. A structural engineer is currently assessing the swimming pier at Waterfront Park to determine whether it can be reconstructed in its existing form. There is an engineer that will provide designs for the other piers.

Council Member Howard stated that there are six piers that have damage, and Council should decide on if they all need to be replaced. He stated that there should be a hierarchy in which ones need to be replaced first. He feels the piers at West Beach, The Rowing Boat House, 8th Street, and the beach should be rebuilt/repared. He does not feel the pier at the old boat ramp on 4th Street needs to be repaired.

City of Clermont
MINUTES
CITY COUNCIL WORKSHOP
June 17, 2025

Council Member Strange spoke about a vision for a rowing course and receiving funding from tourism as well as FEMA.

Discussion ensued on rowing courses and the integrity of the material used for the piers.

Councils' consensus was to repair/replace the piers at Waterfront, Rowing Boat House, West Beach, 8th Street, Boat Ramp and Hiawatha Park.

Item No. 4 – DeHoya Property

Interim City Manager Van Wagner informed Council that the owners of the DeHoya properties are entertaining offers for their two properties.

Development Services Director Henschel informed the Council that one property is downtown and the other is to the east overlooking the trail. The property overlooking the trail is sloped.

Discussion ensued on the Clermont Cardio Challenge which is a path from the trail to Osceola Street and the DeHoya property is on the east side of the proposed path.

Council Member Strange stated that she would like to connect this property to the Meet Us in the Middle project and create a park.

Council Member Howard stated that he is not interested in purchasing the property overlooking the trail and is uncertain about the other property with the feedback he has received from the community on developing that property. If there was guaranteed Art Walk access without purchasing that property, then he is not interested in purchasing.

He suggested purchasing the property and splitting out the space needed for the Art Walk and then selling the remainder of the property. There is an option to eminent domain the property.

Discussion ensued on the pros and cons of purchasing the property, splitting off the piece for the Art Walk and reselling the remainder of the property.

Council Member Howard inquired about the possibility of adding language that would direct future Council on what to do with the property.

City Attorney Waugh stated that the future Council is not bound by language proposed by current Council.

Discussion ensued between different options of ownership, possibly partnering and interested parties.

Mayor Murry opened public comments.

Patrick Bianchi, 810 W. Montrose Street – suggested the option of getting the property under contract, in that timeframe seek opportunities from the public for a buyer with the same vision as the city. He stated that the city could close with the DeHoyas and then close with the new buyer.

City of Clermont
MINUTES
CITY COUNCIL WORKSHOP
June 17, 2025

Keith Mullins, 640 Drew Avenue – stated that the trail system was supposed to go to East Avenue. The DeHoya property on the trail could be a viewing area for rowing races.

Interim City Manager Van Wagner stated that the city could possibly get a better price if purchasing both properties versus only purchasing one.

The council's consensus was for Interim City Manager Van Wagner to continue speaking with the DeHoya family and present Council options on land and price.

Council Member Strange informed Council about a possible opportunity with BMX.

Item No. 5 – Post Office Property

The council stated they are not interested in purchasing the Post Office property.

Item No. 6 – Art Walk

The council discussed this matter within the previous items. Extending the Art Walk is tied to the DeHoya property.

Item No. 8 –Trolley

Council Member Howard stated that if a parking garage is constructed on the 7th Street property the lot will be closed which will cause parking issues. His thought was to provide trolleys to move people in and out of the downtown area to outer parking lots. He inquired about purchasing a trolley and hiring an employee or hiring a company to provide the service.

Discussion ensued regarding the area the trolley would service along with the cost of the service.

Council Member Strange suggested that Main Street could handle the trolley project.

Natalie Keeler, Executive Director of Main Street, stated that people come to town that do not know their way around. She explained that people do not always know where the different parking lots are located and providing a trolley will ease that issue. A trolley would be a huge asset.

Patrick Bianchi, Main Street – Main Street could be a part of the trolley program. Main Street will be applying for a grant that would pay for a trolley. He is happy to seek opportunities and be a part of the trolley.

The consensus was for Main Street to seek opportunities for a trolley downtown.

Item No. 5 – Stage at City Hall Park

Council Member Howard spoke about the design of Sawgrass Grove in the Villages and would like to do something similar in the space next to City Hall. There used to be a stage staff would have to assemble and disassemble which the city no longer uses. He had seen vehicles driving on and off the grass for setting up and feels there is a better use of the space. The stage could come right off the Council Chamber doors and then place the shades around the space. He believes the total cost for the setup is around \$5,000.

City of Clermont
MINUTES
CITY COUNCIL WORKSHOP
June 17, 2025

The council's consensus was to move forward.

Mayor Murry opened public comment.

Natalie Keeler, Clermont Main Street– in support with the design of the shade. Spoke about insurance coverage.

Keith Mullins, 640 Drew Avenue – suggested extending the concrete out from the bottom of the steps to keep as much green as possible.

Patrick Bianchi, 850 W. Montrose – The shade structures cost \$300,000.00 to install. Spoke about the drainage system.

Keith Mullins, 640 Drew Avenue – requested the sidewalk gets redone.

Mayor Murry closed public comment.

Council Member Howard stated that the last piece of making downtown walkable, especially on the weekends, is being able to shut down all the brick streets to make it pedestrian friendly. He also spoke about finding a way to fly over State Road 50 so people can walk and bike without crossing a major road.

Patrick Bianchi, Main Street – There will be a 100 percent Florida native plant installation in the downtown. Parks consulting did the design, which is currently with Cherry Lake Trees. Main Street has allocated funds; Lake County is contributing \$50,000.00 and Banks Helfrich's organization offered \$2,000.00 for the project. Main Street will be requesting funds from the city from the tree fund. The first phase will be Montrose; the second phase will be 8th Street and Minneola Avenue and then Main Street will seek additional funding for future phases. Once the plan is complete Main Street will bring it before Council.

Mayor Murry directed Interim City Manager Van Wagner to address the issue of kids riding electric bikes at unsafe speeds on downtown sidewalks.

Mayor Murry asked why there are no handicapped spaces on Montrose Street. Mr. Bianchi explained that parallel parking does not allow space for them; the street would need to be one-way with angled parking to accommodate.

City of Clermont
MINUTES
CITY COUNCIL WORKSHOP
June 17, 2025

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

APPROVED:

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
June 24, 2025

CALL TO ORDER

The City Council met in a regular meeting on Tuesday, June 24, 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, Howard, Myers and Petersen.

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

INVOCATION AND PLEDGE OF ALLEGIANCE

Police Chaplain Christian Ferris gave the invocation, followed by the Pledge of Allegiance.

PRESENTATIONS

Juneteenth Art and Essay Participants

Ms. Hoisington presented the students who won each category of the Juneteenth Art and Essay contest. The two students who won the Art contest were Kaley Blackshear in the K-5th group and Kaden Wooding in the 9th-12th group. The essay contest winners were Brandon Davis Jr. in the 6th-8th group and Jordan Taylor in the 9th-12th group who each read their essays aloud.

The council thanked the participants. Mayor Murry and Council Member Petersen spoke about attending the Juneteenth celebration.

PUBLIC COMMENT

Charlene Forth, 939 W. Desoto Street – expressed concern with the statement the mayor reads.

Linda Bebe, 431 W. Minnehaha – spoke about businesses downtown serving alcohol and an incident in May.

Banks Helfrich, 9100 Sams Lake Road – spoke about gun safety.

Paula Hoisington, 564 E. Desoto Street – thanked Council and city staff for the Juneteenth event.

Mayor Murry requested Interim City Manager Van Wagner to explore hosting a jazz concert. Council Member Strange suggested working with Lake County tourism and Clermont Main Street.

Mayor Murry addressed the inquiry on alcohol in the downtown area.

Interim City Manager Van Wagner stated that staff conducted a survey of downtown establishments that serve alcohol. He will give a formal presentation at the next Council meeting.

Council Member Strange inquired about any incidents taking place since May. Police Chief Graczyk stated that he is only aware of two incidents this year in the downtown area. He will investigate this further and provide Interim City Manager Van Wagner with a report to include in his presentation.

AGENDA CHANGES

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

Item No 3 – Sole Source Approval - pulled from the agenda.

Item No. 15 – Ordinance No. 2025-024, Code Enforcement Special Magistrate Final

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
June 24, 2025

Interim City Manager Van Wagner informed the Council this item was withdrawn from the agenda.

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 June 10, 2025, council meeting minutes.

Item No. 2 – Grant Writing Services

Application Request

Consider approval to submit a grant application to the Environmental Protection Agency to address damage sustained from Hurricane Helene

Item No. 3 – Sole Source Approval

Neptune Water Meters and Equipment

Consider approval of a single/sole source purchase from Ferguson Enterprises, LLC. to acquire Neptune water meters and systems, data collector equipment, related accessories, and repair services.

Item No. 4 – Contractor Transfer of Liability

Vehicle Equipment and Installation Services

Consider contractor name change approval from Public Safety Supply, LLC to Dana Safety Supply, Inc.

Item No. 5 – Piggyback Term Contract

Facility Security Systems

Consider approval to piggyback the Sourcewell Term Contract No. 121024 with Convergent Technologies, LLC for Facility Security Systems.

Item No. 6 – Piggyback Term Contract

Hydrant and valve maintenance, repair, and replacement services

Consider approval to piggyback the Town of Longboat Key Term Contract No. IFB 24-091 with R&M Service Solutions, LLC.

Item No. 7 – Piggyback Term Contract

Hydrant and valve maintenance, repair, and flushing services

Consider approval to piggyback the Seminole County Term Contract No. IFB-604913-24/LAS with HydroMax USA, LLC.

Item No. 8 – Piggyback Term Contract

Fire Dept.

Consider piggyback approval of City of North Port Term Contract No. RFQ 2025-22 with On-Scene Repairs & Maintenance, LLC to provide brush truck, ambulance, and fire apparatus repair, maintenance, and upfitting services.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
June 24, 2025

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| Item No. 9 – Imagine Charter School Resource Officer Agreement | Consider approval of the Education Charter Foundation Agreement for the SRO Program from August 11, 2025, through May 29, 2026. |
| Item No. 10 – Resolution No. 2025-017R
<i>Department of Governmental Efficiency Team</i> | Consider cooperation with the Florida DOGE Task Force. |
| Item No. 11 – Task Order
<i>Powell Studio Architecture</i> | Consider Task Order approval with Powell Studio Architect, LLC to provide professional services for the expansion and renovation of Fire Station #2 for a total budgeted amount of \$162,450. |

Charlene Forth pulled Consent Item No. 10.

Council Member Howard moved to approve Consent Agenda items 1-2, 4-9 and 11; seconded by Council Member Myers. Passed unanimously 5-0 with all members present voicing aye.

Item No. 10 – Resolution No. 2025-017R, *Department of Governmental Efficiency Team*

Charlene Forth, 939 W. Desoto Street – would like to see a citizen budget review committee as Council Member Myers previously suggested.

Paula Hoisington, 564 E. Desoto Street – asked what this process means to the city and if participation is mandatory.

Council Member Strange stated that she brought this forward. She felt this was something good for the city to participate in. This audit will look at processes and being accountable with how tax dollars are spent.

City Attorney Waugh explained that in the first executive order participation was not required. Several counties and cities have complied. Florida legislature has passed legislation that can compel local governments to require the opening of various documents and there are potential daily fines if they do not comply.

Mayor Murry added that the audit will not find any missing money. The audit will look at procedures, and a forensic audit is necessary if looking for missing money. Council Member Strange stated that she was comfortable that the financials that she was provided were accurate. With the finance audits complete all money has been accounted for.

Council Member Strange requested that Interim City Manager Van Wagner include the estimated costs of conducting a forensic audit covering periods of two years, five years, and ten years as part of the upcoming budget workshop discussions.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
June 24, 2025

Council Member Howard moved to approve Consent Agenda item 10; seconded by Council Member Myers. Passed unanimously 5-0 with all members present voicing aye.

UNFINISHED BUSINESS

Item No. 12 - Ordinance No. 2025-011, *Heritage Square Florida Rezoning Final*

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

City Clerk Howe read the title aloud.

Development Services Director Henschel presented the rezoning request. The applicant, Tom Kovatch, is requesting a rezoning to C-2 General Commercial zoning to remove the previously approved Planned Unit Development (Ordinance No. 2019-47) for a distillery with tasting room, restaurants and a retail shop. The vacant six-acre parcel, previously used as a steel fabrication site, is located at the northeast corner of State Road 50 and 12th Street. The property was rezoned from M-1 Industrial to Planned Unit Development in November 2019 by City Council.

As part of the Planned Unit Development, the applicant requested seven waivers to the Land Development Code for this development to be considered. The applicant is willing to remove these entitlements currently 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 recommended approval of Ordinance No. 2025-011.

Jimmy Crawford, Crawford, Modica and Holt were present on behalf of the applicant. He provided an overview of the property's history and spoke about the current restrictive zoning on the property. This property is the western entrance into the city, and he asked the council to trust the applicant will provide a nice project as they did with 50 West at the eastern entrance of the city.

The applicant, Thomas Kovatch, spoke about his comments at the Planning and Zoning Commission meeting.

Mayor Murry opened the public hearing.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
June 24, 2025

John Tidona, 3611 Briar Run Drive – spoke about traffic and suggested a moratorium on all projects.

Christine Clark, 13221 Rainbow Lane – spoke in support of commercial zoning.

Vincent Niemiec, Regency Hills – spoke about transparency.

Charlene Forth, 939 W. Desoto Street – spoke about quality of life for the neighbors of this property.

Rebecca Ryan, 1071 Chestnut Street – expressed concern with what will be built and traffic.

Jenny May 4062 Greystone Drive – spoke about the process and transparency from the applicant.

Mayor Murry closed public comments.

Mr. Crawford spoke about traffic studies, staff recommended approval, and that the applicant needs the zoning changed to market the property for sale. He stated that the applicant will work with the city regarding the site plan.

There was discussion about the property's commercial zoning, its current Planned Unit Development designation, and what the zoning would go back to if the Planned Unit Development were abandoned.

Council Member Strange disclosed that she had two conversations with Planning and Zoning Commissioners, conversations with individuals that live or work in the historic downtown area and a conversation with Mr. Crawford. She stated that the property owner has rights, and the city needs a form-based code. She is in favor of the rezoning.

Council Member Howard disclosed that he spoke to the applicant prior to the meeting. He believed that commercial zoning is the correct zoning for that property.

Discussion ensued with the applicant returning to council with the site plan and traffic in the area.

City Attorney Waugh informed council of the review criteria for rezoning amendments.

Council Member Strange moved to approve Ordinance No. 2025-011, Heritage Square Florida Rezoning; seconded by Council Member Howard. Passed 4-1 with Council Member Petersen opposed.

The next two items were presented together and voted on separately.

City Clerk Howe read both titles aloud.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
June 24, 2025

Item No. 13 – Ordinance No. 2025-022, 963 W. Juniata Street SSCPA Final

AN ORDINANCE OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTING THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT FOR THE CITY OF CLERMONT, FLORIDA, PURSUANT TO THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING ACT, CHAPTER 163, PART II, FLORIDA STATUTES; SETTING FORTH THE AUTHORITY FOR ADOPTION OF THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT; SETTING FORTH THE PURPOSE AND INTENT OF THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR THE ADOPTION OF THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT; ESTABLISHING THE LEGAL STATUS OF THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

Item No. 14 – Resolution No. 2025-011R, 963 W. Juniata Street CUP

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR A PROFESSIONAL OFFICE USE IN THE R-3 RESIDENTIAL/PROFESSIONAL ZONING DISTRICT ALONG WITH THE FOLLOWING SPECIAL CONDITIONS TO BE INCLUDED IN THE CONDITIONAL USE PERMIT: (1) A REDUCTION IN REQUIRED PARKING SPACES FROM EIGHT (8) PARKING SPACES TO FIVE (5) SPACES AND (2) TO ALLOW THE FIVE (5) PARKING SPACES TO BE LOCATED ALONG THE RIGHT-OF-WAY, AS SHOWN IN THE SITE PLAN PREPARED BY BURKETT ENGINEERING, DATED 01-2025; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

Development Services Planner Kruse presented the item. The applicant, Dr. Blair Handy, is requesting a small-scale comprehensive plan amendment for the subject property located at 963 West Juniata Street. The single-family home was constructed in 1954 and is approximately 1,550 square feet of conditioned space. Dr. Handy would like to convert the home into a medical office for her audiology practice. The size of the property is approximately a quarter of an acre. This request is being heard concurrently with a request for a conditional use permit to allow office use in the existing R-3 Residential/Professional zoning.

The small-scale comprehensive plan amendment would change the Future Land Use from Medium Density Residential to the Residential/Office. The requested medical office use is not a use designated in the Medium Density Residential Land Use. The medical office use would be allowable in the Residential/Office future land use per Policy 1.7.1 of the City's Future Land Use Element.

Within this City block, Block 98, the current future land uses are Downtown Mixed Use, Medium Density Residential and Residential/Office. One existing parcel within this block is currently designated as Residential/Office future land use. The parcel is being used for office use and is bordered by Medium Density Residential. The proposed medical use would be similar to the existing office use and would be bordered by Medium Density Residential and Downtown Mixed Use. The proposed Residential/Office future land use would provide a more appropriate transition from Medium Density Residential instead of Downtown Mixed Use.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
June 24, 2025

Staff were in support of the small-scale comprehensive plan amendment to change the future land use from Medium Density Residential to Residential/Office. The Planning and Zoning Commission recommended approval, 7-0, as presented.

The applicant is also requesting a Conditional Use Permit to convert the home into a medical office. She intends on using the existing footprint of the house with no plans for additions currently. Dr. Handy will work onsite by herself and the hours of operation will be 10 AM to 2:30 PM, Tuesday through Thursday, and would only see one patient at a time. She would like to add a few parking spaces in the City's right-of-way in front of the property for her clients, similar to the adjacent dentist's office to the east. Public Services has reviewed her proposal and did not see any concerns based upon the submittal. More detailed engineering specifics would be required at the site plan approval stage.

The current zoning is R-3 Residential/Professional. Under Section 125-250 Conditional Uses of the R-3 zoning code, professional offices may be allowed, including doctor's offices. Under Section 125-247, the purpose of the R-3 district provides for those professional services not in direct conflict with the residential usage and which do not generate traffic of such a nature as to require industrial or commercial zoning. Due to the nature of a one-on-one doctor-client setting, the small office space, and the provision of five parking spaces, the medical office is not expected to generate a significant amount of traffic over the current residential volumes.

With the current placement of the structure and the lot dimensions, adding spaces under the current zoning designation is impossible due to the Land Development Code requirements. The applicant is requesting two special conditions as part of the Conditional Use Permit application. The first special condition is to only add five parking spaces instead of the required eight. Five spaces can be added in front of the existing building. The second special condition is to use a portion of the City's right-of-way to allow construction of parking spaces. While most of the spaces are within the property, a small portion of the spaces will be in the City's right-of-way.

Staff have reviewed the applicant's proposal and have no evidence that granting the Conditional Use Permit at this location would be incompatible with the uses in the area. The Planning and Zoning Commission recommended approval, 7-0, as presented. Staff supports the request for a Conditional Use Permit with the two special conditions and recommends approval of Resolution No. 2025-011R.

Robert Walker, Burkett Engineering was present on behalf of the applicant. He has worked with staff on this project and is requesting approval.

Mayor Murry opened the public hearing.

Charlene Forth, 939 W. Desoto Street – Spoke in opposition.

Mayor Murry closed the public hearing.

City Attorney Waugh informed council of the review criteria for a comprehensive plan amendment per Clermont Code section 101-284 and for a Conditional Use Permit per Clermont Code section 101-212.

Discussion ensued on the current and future land use for the property as well as the stormwater system and parking.

Council Member Strange stated that this is not consistent with the neighborhood and she will not support it.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
June 24, 2025

There was discussion regarding state law on home businesses, this applicant would not be residing in the home.

Council Member Myers stated that the applicant came before council previously. The council was opposed to their application, suggested changes and for the applicant to return. The applicant worked with staff, made changes and the council is still opposed.

Council Member Strange said that this project is inconsistent with the current code and plan and stated that is the reason she opposes the project.

Mayor Murry stated that there are multiple businesses in that area. His concern was the five parking spaces in front of the home.

Discussion ensued about having the parking spaces match the parking of the business next door so the sidewalk can continue and create a safer environment for pedestrians and motorists.

Council Member Howard stated that he would support the project if the parking can be adjusted.

Mr. Walker said he will work with an engineer and has no issues with moving the sidewalk closer to the residence.

Council Member Petersen moved to deny Ordinance No. 2025-022, 963 W. Juniata Street SSCPA; seconded by Council Member Strange.

Council Member Howard verified with the applicant that the sidewalk will be updated to match the neighbor's sidewalk.

Motion failed 2-3 with Council Member Howard, Council Member Myers and Mayor Murry opposed.

Council Member Howard moved to approve Ordinance No. 2025-022, 963 W. Juniata Street SSCPA; seconded by Council Member Myers. Passed 3-2 with Council Member Petersen and Council Member Strange opposed.

Discussion ensued regarding having the Conditional Use Permit tied to the property owner and specific use as well as the land use conditions within the Conditional Use Permit.

City Attorney Waugh stated that council can add a condition that states the Conditional Use Permit is tied to the specific owner, this is not common and could be challenged.

Discussion ensued regarding language in the resolution and the timeframe for work to begin before expiration.

Development Services Planner Kruse spoke about the expiration of the Conditional Use Permit.

Council Member Howard moved to approve Item No. 14 Resolution No. 2025-011R, 963 W. Juniata Street CUP with the provisions that it be limited to a medical office and the street parking moved north with the sidewalk to the south mirroring what was done at the dentist's office next door; seconded by Council Member Myers.

The council discussed the 180-day window of needing a new Conditional Use Permit if this office ceases operations.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
June 24, 2025

Passed 3-2 with Council Member Petersen and Council Member Strange opposed.

Item No. 15 – This item has been withdrawn.

Mayor Murry recessed the meeting at 8:07pm; Mayor Murry reconvened at 8:15pm.

NEW BUSINESS

Item No. 16 – Variance Request, 739 10th Street

Development Services Planner Kruse presented the item. The applicant, Philip Stockman, is requesting variances to the Land Development Code (1) to allow a rear yard setback to be five feet instead of 7 and a half feet as required for an accessory structure by Section 125-520 and (2) exceeding the maximum impervious surface ratio coverage for single-family of 55 percent. The applicant would like to install a 13 foot by 23 foot in-ground pool with a surrounding patio area on their property located at 739 10th Street. The property is currently being used for single-family use and is in the R-3 zoning designation.

Staff reviewed the applicant's request for the placement of an in-ground pool encroaching into the required setback and exceeding the maximum ISR and does not support approval. The variances would not provide uniformity and character of the surrounding neighborhood and, while the property has the absence of a rear neighbor, staff remains concerned about visibility, potential stormwater run-off, and overall compatibility with adjacent properties. Strict adherence to the rear setback and ISR standards supports the City's goal of orderly development, effective stormwater management, and consistency with the Land Development Code.

Section 101-246 of the Land Development Code requires a positive finding in the Review Criteria and Findings to grant a variance. Staff have evidence that three of the five criteria do not meet these findings in a positive way and recommended denial of the request.

The applicant, Phil Stockman provided background on the purchase of the property and stated that his property is a small irregular lot that was not designed for modern zoning standards. He requested Council approve his variance.

Mayor Murry opened the public hearing.

Charlene Forth, 939 W. Desoto Street – spoke in support of the variance.

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

Vincent Niemiec, Regency Hills – spoke about the shed in the yard.

Mayor Murry closed the public hearing.

The council discussed fencing and safety requirements for a pool. Development Services Planner Kruse informed the council that safety requirements are part of the building permit process.

Discussion ensued on power lines that run through the property, the size of the pool as well as the impervious surface.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
June 24, 2025

City Attorney Waugh urged the council to look at the criteria for a variance and informed them that there are strict Florida Statutes regarding construction of pools that would address some of the issues council has regarding this variance.

Council Member Howard moved to approve Item No. 16 Variance Request, 739 10th Street; seconded by Council Member Myers. Passed unanimously 5-0 with all members present voicing aye.

Item No. 17 – Variance Request, 1070 Chestnut Street

Development Services Director Henschel presented the variance request. The applicant, Edward Cappellano, is requesting a variance to the Land Development Code to allow a front yard setback to be less than the 25-foot minimum setback requirement in the R-2 Medium Density Residential zoning district under Section 125-195. The applicant is proposing to construct a 26-foot-wide 10-foot-deep covered porch, which would result in a front yard setback of approximately 14.7 feet. The single-family home is located at 1070 Chestnut Street and is located under the Medium Density Residential (R-2) zoning designation.

Staff reviewed the property data and confirmed that the home was constructed in 1974. Staff understood that the proposed addition may enhance the property's value and provide additional covered outdoor space for the property owners. The applicant has provided photos of surrounding homes with similar porch styles. Further research indicates that no variances were granted for front yard setbacks. This could be a result of the homes being constructed in the 1970's, prior to the adoption of the current 25-foot front yard setback requirement.

Staff reviewed the applicant's request and, because the proposed porch would encroach more than 10 feet into the required setback, staff does not support the approval of the variance. Section 101-246 of the Land Development Code requires a positive finding in the Review Criteria and Findings to grant a variance. Staff have evidence that two of the five criteria do not meet these findings in a positive way and recommended denial of the request.

City Attorney Waugh clarified that there needs to be a positive finding on all five criteria for staff to recommend approval.

The applicant, Edward Cappellano explained that he has improved the property, and this is the final piece to finishing the home. He spoke with neighbors regarding the variance and did not receive any opposition. He requested approval of his variance.

Mayor Murry opened the public hearing.

Charlene Forth, 939 W. Desoto Street - spoke in support of the variance.

Rebecca Ryan, 1071 Chestnut Street – spoke in support of the variance.

Ben Jolin, 1003 Chestnut Street – spoke in support of the variance.

Mayor Murry closed the public hearing.

Discussion ensued on the concept design showing a raised porch. Mr. Cappellano explained that there is currently a step up into the house so the porch will need to have steps to match the height of the house.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
June 24, 2025

Mayor Murry questioned the length from the porch to the street. Development Services Director Henschel stated that there would be approximately 15 feet.

Council Member Strange moved to approve Item No. 17 Variance Request, 1070 Chestnut Street; seconded by Council Member Petersen. Passed unanimously 5-0 with all members present voicing aye.

Item No. 18 – Variance Request, 931 W. Montrose Street

Development Services Planner Kruse presented the item. The applicant, Valerie Schuett, is requesting two variances to the Land Development Code. One, to allow a second accessory dwelling unit on a single lot that would exceed that maximum allowed and two to allow a rear yard setback to be less than the minimum setback requirements for a detached accessory dwelling unit. The property is in the Central Business District. The property has an existing attached additional dwelling unit located over the garage on the property and a non-conforming bomb-shelter on the south portion of the property. The applicant proposes to construct a 30-foot-wide by 24-foot-deep two-story secondary accessory dwelling unit. Due to the condition of the existing non-conforming structure, the proposed structure may need to be built around it, resulting in a rear yard setback of approximately 6.8 feet, which is encroaching on the required 7.5 feet setback.

However, the Land Development Code permits only one accessory dwelling unit per property. The addition of a second accessory dwelling unit would increase residential density in a manner inconsistent with the intent of the code and may contribute to a more commercial character for the property. Furthermore, the proposed placement of the second accessory dwelling unit would encroach on the required rear yard setback, potentially setting a precedent for similar requests for additional accessory dwelling units and reduced setbacks. The applicant could add additional units based upon the Central Business District zoning. However, it would require a commercial review process which would include stormwater, parking, landscaping, and fire code.

Section 101-246 of the Land Development Code requires a positive finding in the Review Criteria and Findings to grant a variance. Staff have evidence that three of the five criteria do not meet these findings in a positive way and recommended denial of the request.

The applicant, Valerie Schuett explained that this is a larger lot than most in the area. The house and garage are on the east side of the lot which leaves the west side open. There is an unusable bomb shelter on the west side of the lot that takes up space. The variance for the setback is in case they must build around the bomb shelter as these are hard to demolish. She will be living on site and will continue to be residential; the additional dwelling unit is a way to add value to the property.

Mayor Murry opened the public hearing.

Charlene Forth, 939 W. Desoto Street – spoke in support of the variance.

Mayor Murry closed the public hearing.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
June 24, 2025

Discussion ensued regarding the bomb shelter and future potential for the property being split into two separate lots. Council Member Strange requested the additional dwelling unit be built on the west side of the property and the footprint follow the setback requirement from the middle property line to be able to split the lot in the future.

Council Member Petersen moved to approve Item No. 18 Variance Request, 931 W. Montrose Street; seconded by Council Member Myers. Passed unanimously 5-0 with all members present voicing aye.

Item No. 19 – Lumberyard / Row House Paving

Development Services Director Henschel informed the Council that this item was added at the request of Council Member Howard. He provided an updated status on the Lumberyard / Row House parking lot which is scheduled to be paved per the community benefit agreement for the Lumberyard. The value of the paving is \$325,000.

Council Member Howard stated that paving the lot will make it smaller as the proposal shows using some of the current parking lots for water retention. The current parking lot has been there for years, is pervious and works for the rowers and sailboat regatta. He was not in support of paving the lot and giving away this amount of land. The Lumberyard is 85 percent impervious, and he did not feel that the city should follow that path with paving the parking lot.

Mayor Murry opened the public hearing.

Valerie Schuett, 931 W. Montrose Street – spoke in opposition of paving the parking lot.

Charlene Forth, 939. W. Desoto Street – spoke in opposition of paving the parking lot.

Rebecca Wilson, Lowndes Law Firm, was present on behalf of the Lumberyard and clarified that this will not be a wet stormwater pond. She informed the council about the future of the parking lot and the swales for stormwater which mostly comes from public infrastructure. The community benefit agreement was approved in November 2024 and was deemed a public benefit. While the council may choose not to pave the parking lot, the Lumberyard intends to proceed with development per the approved site plan, city and county right-of-way permits, and a water management district permit—consistent with supportive letters from city staff of the water management district application and location.

Barabara Maorel, Montrose Street – requested clarification on the paving of the parking lot.

Mayor Murry closed the public hearing.

Mayor Murry explained that currently it is a limestone parking lot for the boat house. This will not impede the boathouse and provide a flat parking lot to redirect the water when it rains.

Council Member Strange reminded everyone that this area was previously a roundabout and boat ramp. She questioned the procedures followed to amend the original Planned Unit Development.

Discussion ensued on using public land to benefit a private development, whether the city is gaining or losing property with this project, public access to the area and the water runoff to Victory Point.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
June 24, 2025

Council Member Howard suggested leaving the property as it is.

Ms. Wilson clarified that not all runoff from the Lumberyard property flows into Victory Point. She explained that the stormwater runoff primarily originates from surrounding infrastructure, including roads, sidewalks, and the parking area. Additionally, she emphasized that existing agreements remain in effect regardless of any changes in administration until such time an agreement is amended.

Council Member Howard stated that he would like to amend the agreement to remove the parking lot from its terms.

Ms. Wilson explained that if the request is to amend the agreement to exclude the construction of the parking lot, she would be amenable to that. However, she clarified that they cannot agree to remove the swales, as those swales serve both City and County properties in accordance with permits issued by the Water Management District. She noted that the swales are currently under construction in compliance with those permits, which were issued with the full knowledge of the City. They are moving forward with executing the agreement that is currently in place.

Council Member Strange questioned if the amendment to the Planned Unit Development was properly advertised and noticed with two meetings.

Ms. Wilson stated that the Community Benefit Agreement is not the Planned Unit Development; rather, it is the mechanism by which a party may obtain additional density. She further noted that the original Community Benefit Agreement stated it could be amended through mutual written agreement of both parties, subject to a vote of the council which occurred in November 2024.

Council Member Howard said the survey was incorrect which changes the Community Benefit Agreement. He stated that the survey was off over thirteen feet on an adjacent property.

City Attorney Waugh addressed the council regarding Florida Statute §163.380, subsection (3)(a), which pertains to interests in public property. He further informed the Council about the principle of equitable estoppel, explaining that once an approval is granted, particularly if a party has expended funds or relied on permits or official actions taken by the City, they may be entitled to seek injunctive relief. When the city is receiving benefit from something, the city can waive that. An amendment is needed for an isolated part. He explained that if the city is receiving a benefit from something, it can choose to waive certain requirements. He also mentioned that an amendment may not be needed to address one specific part of the agreement.

There was discussion on whether this matter should have been addressed through an amendment to the Planned Unit Development rather than through the Community Benefit Agreement.

Ms. Wilson provided a record outlining the events that have occurred since the amendment was approved. She stated there may be a way to ensure that 100 percent of the water entering the park is public water, and that they can work on capturing all the water on their site. She also reiterated that the Council, at the time, requested the paving and they are agreeable to removing that portion from the agreement.

The council discussed the agreement and paving the parking lot along with the water runoff.

City Attorney Waugh requested that the council provide staff with direction.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
June 24, 2025

Mayor Murry suggested tabling the item to allow both parties to come together and revise the Community Benefit Agreement.

Interim City Manager Van Wagner informed the council that he received information regarding adjacent property that raises concerns. As a result, he has directed staff to pause the project until the issue is resolved.

Council Member Howard stated that his preference would be to amend the permit to remove this piece of property.

City Attorney Waugh requested the opportunity to speak with the developer and will present something at the next meeting.

Council Member Strange moved to table Item No. 19 Lumberyard / Row House Paving to July 29, 2025; seconded by Council Member Howard. Passed unanimously 5-0 with all members present voicing aye.

Item No. 20 – 650 W. Montrose Street Property Discussion and Action

Development Services Director Henschel provided an overview of the building and presented the council with three options for the property located at 650 W. Montrose. Those options included sale of the property, leasing the property or the city retains the building for its own use.

Finance Director Borrer proposed retaining the building and establishing a call center that would combine the efforts of the Utility Billing and Public Services departments to better address issues such as leak detection and customer service calls. He noted that space limitations within City Hall are impacting on the ability to hire additional staff. Staff view the use of this location as a collaborative solution to support both departments' needs.

Marvin Puryear spoke regarding the options to sell or lease the building. There have been seven properties sold in the area for an average of \$1.2 million. He believed that the building could lease for around \$3,950 a month.

Mayor Murry stated he previously proposed leasing the building to the South Lake Chamber of Commerce. He felt that the property is valuable, and the city should keep it for growth.

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

Council Member Howard stated that the property is in the Central Business District and a call center does not need to be located on this property. The city owns property on 12th Street and can place a call center on that land. The Montrose property needs to be placed back on the tax roll.

Council Member Myers said that staff need more space, and the entire Utility Billing Department can move over and free up space in City Hall. The city needs more customer service now and we own this property.

Discussion ensued regarding space at other locations the city owns that may be able to accommodate the Utility Billing Department.

Assistant Finance Director Cassidy explained that the entire department would move to the Montrose building. There is a need for an additional counter agent, there are currently three customer service agents with no room for expansion.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
June 24, 2025

The council discussed renovating City Hall to create more room for Utility Billing and the tax generated from selling the property.

Council Member Howard moved to make the Montrose Street property surplus and place it for sale; seconded by Council Member Strange. Motion failed 2-3 with Mayor Murry, Council Member Myers and Council Member Petersen opposed.

Interim City Manager Van Wagner informed Council that the city is currently facing challenges with effectively communicating with residents. To address this, he recommended that staff temporarily relocate to the Montrose building. In the meantime, he proposed constructing a new facility on 12th Street, where staff would move permanently once the building is completed.

Discussion ensued on temporary solutions in City Hall while a building is built on 12th Street so the building could be sold to be on the tax roll for 2026.

Interim City Manager Van Wagner stated that there is interest in purchasing the Montrose property.

Finance Director Borrer stated that there is a need for additional staff due to the high volume of calls currently being received. He suggested selling the Montrose Street property and using the proceeds to support another city solution, whether that involves renovating an existing building or constructing a new one.

Council Member Myers motioned for us to have our departments transferred over to 650 W. Montrose Street temporarily, until we can find another place where we can build another building; seconded by Council Member Petersen.

Mayor Murry asked if the motion would include having the proceeds from the sale of 650 W. Montrose go towards a new building for Utility Billing.

Council Member Myers amended to add to use the proceeds of that building to another building; seconded by Council Member Petersen. Motion passed 3-2 with Council Member Strange and Council Member Howard opposed.

Item No. 21 – Lake Dot Property Discussion and Action

Development Services Director Henschel stated that City staff were seeking direction from the council regarding a small 6,300-square-foot parcel owned by the City of Clermont, located near the corner of State Road 50 and Lake Avenue. The city acquired the parcel in 2012 through a Code Enforcement case via a tax sale certificate for \$7,000. An adjacent property owner has expressed interest in purchasing the parcel and has submitted an appraisal valuing it for \$50,000. Staff requested the council's direction on how to proceed with the disposition of the property.

Council Member Strange inquired if the property would fit a building for the Utility Billing Department.

Development Services Director Henschel said that the property would not accommodate a building and be able to meet the setback requirements. The parcel is an odd shape and is sloped which would cause wall height and setback issues.

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

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
June 24, 2025

Council Member Howard moved to make this piece of property surplus to sell; seconded by Council Member Myers.

Council Member Strange stated that this property is on a lake. The property could be used for park space.

Council Member Howard stated that the owner of the adjacent property would like to purchase this property to build workforce housing.

The council discussed how the property would be listed if it was placed for sale, how big a building could possibly be built as well as being able to make the property into a park.

Council Member Howard rescinded his motion.

Council Member Strange moved to keep the property and incorporate it into the parks plan to discuss during the budget cycle, if it is not used then address at that time; seconded by Council Member Petersen.

Mayor Murry opened the public hearing.

Valerie Schuett, 931 W. Montrose Street – stated that she was in favor of placing a park at that location.

Mayor Murry closed the public hearing.

Motion passed 4-1 with Mayor Murry opposed.

REPORTS

CITY MANAGER REPORT

Interim City Manager Van Wagner –

- City Hall will be closed July 4 for Independence Day.
- Budget Workshops are scheduled for July 8, July 10, and July 15 at 9:00 am.
- The next Council meeting will be July 29.
- Fireworks for Independence Day will be on July 4 at 9:00 pm.

CITY ATTORNEY REPORT

City Attorney Waugh –

- He addressed the public statement made by Mayor Murry at the beginning of meetings, clarifying that boards are not prohibited from maintaining decorum. While the public has First Amendment rights, those rights are not absolute in a public assembly. Both city and county governments are permitted to establish and enforce rules of decorum. He stated that there is nothing in the mayor's statement that constitutes a violation of those rights.

CITY COUNCIL REPORT

Council Member Strange –

- Lake County Tourism hosted their strategic planning last week and spoke on their focus.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
June 24, 2025

- Lake County Tourism will host a workshop to discuss the two-, five- and ten-year plan for which facilities the Tourism Development tax will be used to improve. She will have updates for Council at the July 29 meeting.
- Attended the Florida sports summit and received feedback on our city.
- Requested limiting presentations to fifteen to twenty minutes.
- She has received feedback from the community to return to a 6:30 pm start time for the second Tuesday Council meeting.

Council Member Howard –

- Main Street has an approved tree plan in place and will be getting new trees soon.

Council Member Myers –

- Attended the MPO meeting last week. A list of projects was shared; Wellness Way is scheduled for expansion from two to four lanes for 2026/2027.

Council Member Petersen –

- Attended the Juneteenth celebration and was impressed by the talent.
- Spoke to Lake County Commissioner Parks and believe we are one step closer to providing EMS service.

Mayor Murry –

- Attended the quarterly Mayor/City Manager meeting.
- Lake County EMS is in negotiation to house an ambulance at the old fire station in Minneola and another off State Road 50.
- The mayor's luncheon will be on July 1 at Mission BBQ.
- Attended the Juneteenth event.
- Attending the Mayors' workshop this week in Tampa/Clearwater.
- On July 11 the local branch of the Florida League of Cities will be doing a presentation on the elimination of property taxes in Groveland at 12pm.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
June 24, 2025

ADJOURN: With no further comments, this meeting adjourned at 10:47 pm.

APPROVED:

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk



AGENDA ITEM

Meeting Date																																																														
Tuesday, July 29, 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 Department, Building Services Department, Parks and Recreation Department, Public Services, Fire Department, and Police Department and provide disposal per the Procurement Policy.																																																														
Staff Report																																																														
The Procurement Services Department, on behalf of the Information Technology Department, Building Services Department, Parks and Recreation Department, Public Services, Fire Department, and Police Department, 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>Information Technology</td> <td>5</td> <td>Dell Latitude 5590 Laptops</td> </tr> <tr> <td>Information Technology</td> <td>7</td> <td>Dell Latitude 5410 Laptops</td> </tr> <tr> <td>Information Technology</td> <td>6</td> <td>Dell Latitude 5420 Laptops</td> </tr> <tr> <td>Information Technology</td> <td>4</td> <td>Dell Latitude 5400 Laptops</td> </tr> <tr> <td>Information Technology</td> <td>1</td> <td>Dell Latitude 5490 Laptop</td> </tr> <tr> <td>Information Technology</td> <td>6</td> <td>Dell Optiplex 7060 Computers</td> </tr> <tr> <td>Information Technology</td> <td>6</td> <td>Dell Optiplex 7040 Computers</td> </tr> <tr> <td>Information Technology</td> <td>1</td> <td>Dell Precision 3450 Computer</td> </tr> <tr> <td>Information Technology</td> <td>1</td> <td>Samsung Computer Monitor</td> </tr> <tr> <td>Information Technology</td> <td>1</td> <td>Acer Computer Monitor</td> </tr> <tr> <td>Information Technology</td> <td>1</td> <td>HP Computer Monitor</td> </tr> <tr> <td>Information Technology</td> <td>3</td> <td>Dell Computer Monitors</td> </tr> <tr> <td>Information Technology</td> <td>1</td> <td>Apple Computer Monitor</td> </tr> <tr> <td>Information Technology</td> <td>10</td> <td>Sonitrol Control Panel Boxes</td> </tr> <tr> <td>Information Technology</td> <td>1</td> <td>Star Receipt Printer</td> </tr> <tr> <td>Building Services</td> <td>1</td> <td>Broken 65" Smart TV</td> </tr> <tr> <td>Parks and Recreation</td> <td>150</td> <td>Dark Purple Church Chairs</td> </tr> <tr> <td>Parks and Recreation</td> <td>1200</td> <td>Purple Church Chairs</td> </tr> <tr> <td>Public Services -</td> <td>400</td> <td>Broken / Damaged Trash and Recycling Carts</td> </tr> </tbody> </table>			Department	Qty.	Property Description	Information Technology	5	Dell Latitude 5590 Laptops	Information Technology	7	Dell Latitude 5410 Laptops	Information Technology	6	Dell Latitude 5420 Laptops	Information Technology	4	Dell Latitude 5400 Laptops	Information Technology	1	Dell Latitude 5490 Laptop	Information Technology	6	Dell Optiplex 7060 Computers	Information Technology	6	Dell Optiplex 7040 Computers	Information Technology	1	Dell Precision 3450 Computer	Information Technology	1	Samsung Computer Monitor	Information Technology	1	Acer Computer Monitor	Information Technology	1	HP Computer Monitor	Information Technology	3	Dell Computer Monitors	Information Technology	1	Apple Computer Monitor	Information Technology	10	Sonitrol Control Panel Boxes	Information Technology	1	Star Receipt Printer	Building Services	1	Broken 65" Smart TV	Parks and Recreation	150	Dark Purple Church Chairs	Parks and Recreation	1200	Purple Church Chairs	Public Services -	400	Broken / Damaged Trash and Recycling Carts
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Sanitation		
Public Services - Fleet	1	Honda Gas Powered Air Compressor
Public Services - Fleet	1	Ozzy Juice Parts Washer
Public Services - Fleet	1	2015 Mercury Mercrusier 350 MAG Boat Engine
City Clerk	8	Desk Organizers
City Clerk	2	Broken Keyboard and Mouse
Police	2	Axon X26P Tasers
Fire	2	Dell Computer Monitors
Fire	1	Lobby Chair
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.		
Additional Analysis		
Fiscal Impact Summary		
The surplus property has an anticipated value of \$5,000.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Building Services Disposal Form		Building Services Disposal Form.pdf
2. Parks and Recreation Disposal Forms		Parks and Recreation Disposal Forms.pdf
3. City Clermont Disposal Forms		City Clermont Disposal Forms.pdf
4. Police Disposal Form		Police Disposal Form.pdf
5. Fire Department Disposal Forms		Fire Department Disposal Forms.pdf
6. Information Technology Disposal Forms		Information Technology Disposal Forms.pdf
7. Public Services Disposal Forms		Public Services Disposal Forms.pdf



PROPERTY DISPOSAL FORM

Dept. / Division: P&R/P&R Property Tag #: _____
Contact Person: Suzanne O'Shea Phone: 352 708-5998
Year / Make / Model: _____ Vehicle No. _____
Miles / Hours: _____ Serial / VIN: _____
Description of Property 150 dark purple church chairs

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

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

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☐ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☒ **OTHER:** 150 dark purple church chairs. Excellent condition. Height- 33 1/2", Width- 20 1/4", Depth 21"

Not available for pick-up until mid July

Director Signature: [Signature]

Date: 7/3/25

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Procurement Director: _____

Date: _____

Munis Asset Number: _____

Revised 5/2/2023



PROPERTY DISPOSAL FORM

Dept. / Division: P&R/P&R Property Tag #: _____
Contact Person: Suzanne O'Shea Phone: 352 708-5998
Year / Make / Model: _____ Vehicle No. _____
Miles / Hours: _____ Serial / VIN: _____
Description of Property 1200 purple church chairs

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

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

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☒ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:** Purple church chairs in fair condition. Cushions worn. Height- 33 1/2", Width- 20 1/4", Depth 21"

Not available for pick-up until mid July

Director Signature: [Signature] Date: 7/13/25

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

Date Approved by City Council: _____ Agenda Item: _____

Method of Disposal: _____ Date Disposed: _____

Procurement Director: _____ Date: _____

Munis Asset Number: _____

Revised 5/2/2023



PROPERTY DISPOSAL FORM

Dept. / Division: CITY CLERK Property Tag #:
Contact Person: Andrea Clark Phone: 352-241-7331
Year / Make / Model: Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 8 misc. desk organizers

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

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

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

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

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

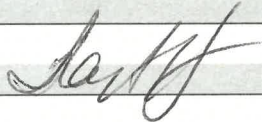
☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.

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

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

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

☐ **OTHER:**

Director Signature: 

Date: 10-26-25

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Procurement Director:

Date:

Munis Asset Number:

Revised 5/2/2023



PROPERTY DISPOSAL FORM

Dept. / Division: CITY CLERK Property Tag #:
Contact Person: Andrea Phone: 352-241-7331
Year / Make / Model: Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property Old keyboard and mouse

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

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

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

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

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

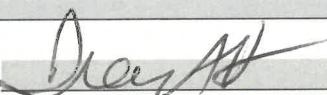
☒ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.

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

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

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

☐ **OTHER:**

Director Signature: 

Date: 6-29-25

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Procurement Director:

Date:

Munis Asset Number:

Revised 5/2/2023



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #:
Contact Person: Debbie Arroyo-Ruiz Phone: 352-536-8424
Year / Make / Model: Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property AXON X26P TASERS SEE ATTACHED FOR SERIAL NUMBERS - 2 IN TOTAL

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

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

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

Director Signature: [Signature]

Date: 6/24/25

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Procurement Director:

Date:

Munis Asset Number:

Revised 5/2/2023

6/23/25

	SURPLUS NO LONGER WORKS
X26P	X12003RR2
X26P	X1200HDKH
FROM CLERMONT	POLICE DEPARMENT



PROPERTY DISPOSAL FORM

Dept. / Division: FIRE/FIRE Property Tag #: NONE
 Contact Person: RICK CASLER Phone: 352-241-2217
 Year / Make / Model: DELL MONITORS Vehicle No.
 Miles / Hours: Serial / VIN:
 Description of Property 2 18" DELL COMPUTER MONITORS

☐ 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:** MONITORS WERE UPGRADED TO LARGER SIZE

Signed by: David Egell
 Director Signature: DA0CB525C158496... Date: 7/9/2025

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

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

Revised 5/2/2023



PROPERTY DISPOSAL FORM

Dept. / Division: FIRE/FIRE Property Tag #: NONE
 Contact Person: RICK CASLER Phone: 352-241-2217
 Year / Make / Model: LOBBY CHAIR Vehicle No.
 Miles / Hours: Serial / VIN:
 Description of Property LOBBY CHAIR

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

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

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
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- ☐ **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:** CHAIR IS STAINED, NO LONGER OF USE.

Signed by: David Ezell
 Director Signature: DADCB525C15849C... Date: 7/9/2025

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

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

Revised 5/2/2023

[illegible]

Dell Laptops

[illegible]

[illegible]

[illegible]

[illegible]

SONITROL Alarm Panels

[illegible]



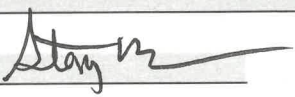
PROPERTY DISPOSAL FORM

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

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

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

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

Director Signature: Stoney Brunson 

Date: Jun 30, 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



PROPERTY DISPOSAL FORM

Dept. / Division: PW / FLEET Property Tag #:
Contact Person: TIM CAYTON Phone: 352-394-7177
Year / Make / Model: SMART WASHER / OZZY JUICE Vehicle No. NA
Miles / Hours: NA Serial / VIN: NA
Description of Property OZZY JUICE PARTS WASHER

☐ 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:** REPLACED OLD PARTS WASHER WITH A NEW FILTERED PARTS WASHER

Director Signature: 

Date:

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Procurement Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: FIRE/FIRE Property Tag #:
Contact Person: TIM CAYTON Phone: 352-394-7177
Year / Make / Model: 2015 MERCURY MERCUISER 350 Vehicle No.
Miles / Hours: 1800 Serial / VIN: 2A437289
Description of Property 350 MAG BOAT ENGINE

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

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

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

Director Signature: 

Date:

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Procurement Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: PW / FLEET Property Tag #:
Contact Person: Tim Cayton Phone: 352-394-7177
Year / Make / Model: Ingersoll Rand M#2475 Vehicle No.
Miles / Hours: NA Serial / VIN: 978970
Description of Property Honda gas powered air compressor

☐ 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:** WAS PURCHASED FOR SERVICE TRUCK IN 2008 AND WAS IN NEED OF REPLACING

Director Signature: 

Date:

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Procurement Director:

Date:

Munis Asset Number:

AGENDA ITEM

Meeting Date		
Tuesday, July 29, 2025		
Agenda Item Name		
Utility Service Agreement for Water and Wastewater <i>Pro Active Custom Auto</i>		
Requested Action		
Recommend approval of the utility agreement.		
Staff Report		
The applicant, Pro Active Custom Auto and Collision Center, LLC, is requesting a utility service agreement for the installation of a fire suppression line for an upgrade to an existing building located at 13550 Granville Avenue. The 22,000-square-foot building is used for auto repair and painting and was constructed in 2000. The existing fire suppression system uses an underground water tank with limited capacity and design constraints. As part of this utility agreement, the applicant has agreed to connect to the City sewer and potable water system. The City has the capacity to serve the existing development, which will be up to 180 gallons per day of water and sewer service based on an annual average. Staff recommends approval of the utility service agreement with the understanding that the City has the right to annex at its discretion.		
 		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 13550 Granville Ave ProActive Auto UA V1	13550 Granville Ave ProActive Auto UA V1.docx	
2. 13550 Granville Ave Utility Application	13550 Granville Ave Utility Agreement.pdf	

UTILITY SERVICE AGREEMENT FOR WATER & WASTEWATER

This document constitutes an agreement between the CITY of Clermont, hereby referred to as **CITY**, a municipality of the State of Florida, and Proactive Custom Auto Land Trust, and any successors or assigns, hereby referred to as **OWNER**.

WITNESSETH

Whereas, OWNER is requesting service for an office/warehouse facility 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 water and sewer service from the CITY; and

Whereas, as a condition of CITY providing said water and 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 development; and

Whereas, as a condition of the provision of water and 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 upon Owner receiving a Certificate of Occupancy from Lake County; 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. 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.
- 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, as well as costs associated with the connection to the existing infrastructure off-site. No building permits shall be issued until 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 improvements. No Certificate of Occupancy shall be issued until water and sewer improvements have been completed and accepted by the CITY.
- 1.6 The OWNER shall be responsible for all costs of onsite improvements 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.
- 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 Irrigation shall be provided by private well for common areas.
- 1.9 The OWNER shall be responsible for all applicable fees including but not limited to impact fees, connection fees and permitting fees.
- 1.10 The City may require a looped system to provide reliability and redundancy to the property.
- 1.11 The development shall be in substantial compliance with the Existing Conditions and Aerial shown in Exhibit "C". Major changes as determined by the Clermont Site Review Committee may require an amendment to this Agreement.
- 1.12 This Agreement shall be voided after five (5) years if building permits have not been issued and building construction has not started.
- 1.13 The Agreement shall be for 180 gpd for water based on an annual average along with fire protection connection and 180 gpd for sewer based upon annual average.

Section 2. DEVELOPMENT STANDARDS

- (a) The project shall be developed according to the JPA Land Development Regulations (Lake County Ordinance No. 2005-64).
- (b) The project is currently an existing auto repair facility operating in Lake County. Within the property, an existing building, approximately 22,000 square feet, is in need of retrofitting for an updated fire suppression system. Central water is necessary for the new suppression system. Any expansions to the current building size over 3% will result in the owner seeking voluntary annexation into the City of Clermont.

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

Proactive Custom Auto Land Trust
1309 Coffeen Ave. Suite 2166
Sheridan, WY 82801

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 _____ day of _____, 2025.

CITY OF CLERMONT

ATTEST:

Tim Murry, Mayor

Tracy Ackroyd Howe, MMC, City Clerk

Approved as to form and legality:

Christian W. Waugh, City Attorney

OWNER: Proactive Custom Auto Land Trust

Signature Title: _____

Print Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me on this _____ day of _____, 2021, by _____, who is personally known to me or who has produced _____ as identification and who did not take an oath.

Notary Public _____ SEAL:

Type/print name _____

EXHIBIT "A"

PROPERTY DESCRIPTION

Owner:

Proactive Custom Auto Land Trust

Description:

LEGAL DESCRIPTION:

That part of Tracts 25 and 26, according to the LAKE HIGHLANDS COMPANY'S PLAT OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, as recorded in Plat Book 3, Page 24, and also in Plat Book 3, Page 52, Public Records of Lake County, Florida, described as follows:

Commence at the Southwest corner of said Tract 25; thence North 89 degrees 14 minutes 45 seconds East along the South line of said Tract 25, a distance of 498.71 feet; thence North 00 degrees 53 minutes 59 seconds West, 116.82 feet; thence North 89 degrees 36 minutes 38 seconds East, 33.00 feet; thence North 00 degrees 53 minutes 49 seconds West, 188.51 feet to the POINT OF BEGINNING; thence continue North 00 degrees 53 minutes 49 seconds West, 220.00 feet; thence North 89 degrees 36 minutes 37 seconds East, 466.07 feet to the East line of the West 1/2 of aforesaid Tract 26; thence South 00 degrees 51 minutes 34 seconds East along said East line, 220.00 feet; thence South 89 degrees 36 minutes 37 seconds West, 465.92 feet to the POINT OF BEGINNING.

a/k/a: 13550 Granville Avenue, Clermont, FL 34711

Lake County Alternate Key Numbers:

2758040

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 **29th day of July 2025**, between **Proactive Custom Auto Land Trust**, 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):

Proactive Custom Auto Land Trust

Witnesses

By: _____
Signature

Type or print name

1. _____
Signature

Type or print name

By: _____
Signature

Type or print name

2. _____
Signature

Type or print name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me on this _____ day of _____, 2025, by _____, who is personally known to me or who has produced _____ as identification and who did not take an oath.

Notary Public _____ SEAL:

Type/print name _____

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"

EXISTING CONDITIONS AND AERIAL

**Proactive Custom Auto Land Trust
13550 Granville Ave.**



EXHIBIT "D"
LOCATION MAP





CITY OF CLERMONT UTILITY SERVICE AGREEMENT APPLICATION

Items required for submittal include one (1) copy of the following items:

- ☒ Signed original application and materials requiring for processing
- ☒ Letter of capacity and utility line location from the City of Clermont Environmental Services Dept.
Phone: (352) 241-0178
- ☒ Proposed Site Plan (if applicable)
- ☒ Lake County Property Appraiser – Record Card
- ☒ Location Map
- ☒ Any applications currently on file with Lake County
- ☒ Any Lake County staff reports
- ☐ DEO or ECFRPC correspondence
- ☐ Any information needed for determination of utility services requested

Krishna Deokaran

Applicant Name (print)

x

Applicant Name (signature)

Krishna Deokaran

Owner Name (print)

x

Owner Name (signature)

Prior to submitting an application, a meeting with the City of Clermont is required

To schedule a meeting please contact:

Development Services Department

Phone: 352-394-4083

A review by the *Site Review Committee* may be required, which would require 6 sets of site plans for review by staff. Upon the receipt of all necessary information and review by staff the request will be scheduled for the next available City Council regular meeting.

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

Scorard@clermontfl.org

03/09/2020



CITY OF CLERMONT
**UTILITY SERVICE AGREEMENT
APPLICATION**

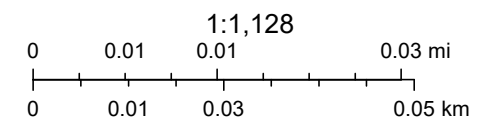
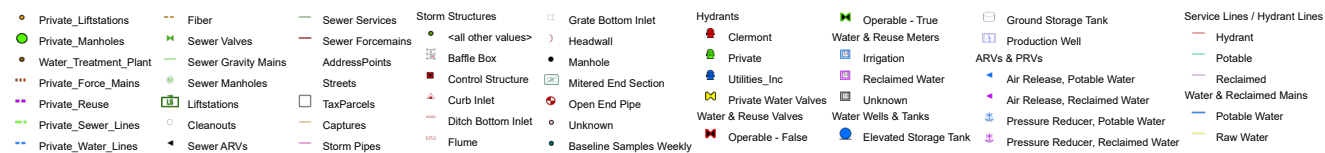
For Utilities Outside of Municipal Boundaries & Determination of Capacity

Date 8-12-2024			
Applicant Pro Active Custom Auto and Collision Center, LLC.			
Contact Person: Steven Trowbridge			
Address 13550 Granville Ave	City Clermont	State FL	Zip 34711
Telephone 352-223-0849	Fax		
Email steven@bridgethornco.com			
OWNER INFORMATION			
Owner's Name Pro Active Custom Auto and Collision Center, LLC.			
Owner Address 13550 Granville Ave	City Clermont	State FL	Zip 34711
Telephone 407-867-0906	Fax		
Email steven@bridgethornco.com			
AGREEMENT INFORMATION			
Party Responsible for Agreement Pro Active Custom Auto and Collision Center, LLC.			
Address of the Subject Property 13550 Granville Ave, Clermont, FL.34711			
General Location of the Property (include Location Map) Map Attached			
Area of the property: 2.35 acres			
Zoning: Auto Repair/ Heavy Industrial		County Future Land Use: Reginal Office	
<i>Attach development orders, ordinances and staff reports by Lake County and the Florida Dept. of Economic Opportunity (DEO).</i>			
Estimated Water Consumption (excluding irrigation): 180 gallons per day			
Estimated Sewer Consumption: 180 gallons per day			
Estimated Re-Use (Gray Water) Water Consumption: N/A gallons per day			
Attach a detailed description of project.			
Notes: Water and Sewer Connection			

Grandville



December 18, 2024



Maxar, Microsoft, Clermont, Esri, HERE, Garmin, INCREMENT P, NGA, USGS, GIS Dept.

PROPERTY RECORD CARD

General Information

Name:	PROACTIVE CUSTOM AUTO AND COLLISION CENTER LLC	Alternate Key:	2758040
Mailing Address:	13550 GRANVILLE AVE CLERMONT, FL 34711 Update Mailing Address	Parcel Number: ⓘ	09-22-26-1100- 025-00002
		Millage Group and City:	0003 Unincorporated
		2023 Total Certified Millage Rate:	13.2799
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	13550 GRANVILLE AVE CLERMONT FL, 34711	Property Name:	-- Submit Property Name ⓘ
		School Information:	School Locator & Bus Stop Map ⓘ School Boundary Maps ⓘ
Property Description:	LAKE HIGHLANDS 26-22-26 FROM SW COR OF TRACT 25 RUN N 89-14-45 E 498.71 FT, N 0-53-59 W 116.82 FT, N 89-36-38 E 33 FT, N 0-53-49 W 188.51 FT FOR POB, RUN N 0-53-49 W 220 FT, N 89-36-37 E 466.07 FT, S 0-51-34 E 220 FT, S 89-36-37 W 465.92 FT TO POB PB 3 PG 52 ORB 6291 PG 788		
NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.			

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	AUTO REPAIR SHOP (2710)	0	0		102366.000	Square Feet	\$539,510.00	\$539,510.00

[Click here for Zoning Info](#) ⓘ [FEMA Flood Map](#)

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. [Follow this link to search all documents by owner's name.](#)

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
6291 / 788	02/22/2024	Warranty Deed	Qualified	Improved	\$3,187,500.00
6285 / 2208	01/24/2024	Warranty Deed	Qualified	Improved	\$1,750,000.00
4922 / 1364	03/24/2017	Warranty Deed	Qualified	Improved	\$1,600,000.00
4461 / 1472	04/03/2014	Warranty Deed	Qualified	Improved	\$700,000.00
3640 / 1745	06/06/2008	Warranty Deed	Unqualified	Improved	\$0.00
2698 / 2394	11/11/2004	Warranty Deed	Unqualified	Improved	\$0.00
1572 / 367	12/19/1997	Warranty Deed	Unqualified	Improved	\$300,000.00
1572 / 365	12/19/1997	Quit Claim Deed	Unqualified	Improved	\$0.00
1211 / 1057	02/01/1993	Quit Claim Deed	Unqualified	Improved	\$0.00
836 / 2267	04/01/1985	Warranty Deed	Qualified	Vacant	\$28,800.00



Office of Planning and Zoning

Development Application

☐ Major Site Plan
☐ Major Site Plan
Amendment
☐ Preliminary Plat
☐ Tree Removal

☐ Master Park Plan
☐ Master Park Plan
Amendment
☐ Mining Operating Permit
☐ Small Minor Site Plan, No Vertical or 200 Square Feet or Less

☐ Minor Site Plan
☒ Minor Site Plan
Amendment
☐ Landscape Plan/Review Only
or Less

RECEIVED
SEP 17 2024
Planning & Zoning

You have the option to request a Development Review Staff (DRS) meeting or written comments only. Please check which one you would prefer. ☒ DRS meeting requested ☐ Written comments only

If you are constructing a Green Building, if your development is an affordable housing project or development is located within the Lake County Enterprise Zone, please let us know.

1. Project Name: Segmental wall Alternate Key#: 2758040
2. Description of proposed development: Segmental wall
3. Location of proposed development: 13550 Granville Ave,
Clermont, FL 34711
4. Number of jobs to be created: _____
5. Owner's Name: Pro Active Custom Auto and Collision Center, LLC
Mailing Address: 13550 Granville Ave, Clermont, FL 34711
Telephone Number: 321-424-3104 Fax Number: _____
E-mail: _____
6. Applicant's Name: Pro Active Custom Auto and Collision Center, LLC
Mailing Address: 13550 Granville Ave, Clermont, FL 34711
Telephone Number: 321-424-3104 Fax Number: _____
E-mail: _____
7. Developer's Name: _____ Contact Person: _____
Mailing Address: _____
Telephone Number: _____ Fax Number: _____
E-mail: _____
8. Engineering Firm: _____ Contact Person: _____
Mailing Address: _____
Telephone Number: _____ Fax Number: _____
E-mail: _____
9. Has any previous application or variance been filed in connection with this property? NO
If yes, please describe the details of the application and case number: _____

10. Water and Sewer will be provided by: Well, septic

Note: Utility provider documentation required.

11. For Major Site Plan, Minor Site Plan, Preliminary Plat, Master Park Plan, and Mixed Used Projects: A buffer must be submitted identifying all properties within 300 feet of the property to be developed. The use of the neighboring properties must be identified. A noise study, including a noise mitigation plan, shall be required if the surrounding property uses are different, based on the use classifications listed in the Land Development Regulations (3.01.03).

12. Will the infrastructure be installed prior to approval of the final plat? Yes _____ No _____ N/A X

13. Will you be adding a well on this site? NO

14. Site Development Data:	Existing	Proposed
a. Total gross acreage:	<u>2.35</u>	<u>2.35</u>
b. Total net acreage:	<u>2.35</u>	<u>2.35</u>
c. Number of lots:	<u>1</u>	<u>1</u>
d. Commercial square footage:	<u>17,760</u>	<u>17,760</u>
e. Total number of dwelling units	<u>0</u>	<u>0</u>
f. Projected density:		
g. Total acres in park:	<u>0</u>	<u>0</u>
h. Total acres in recreation:	<u>0</u>	<u>0</u>
i. Total acreage in easements/right-of-way	<u>0</u>	<u>0</u>
j. Total acreage in floodplain:	<u>0</u>	<u>0</u>
k. Total acreage in wetlands:	<u>0</u>	<u>0</u>
l. Construction acreage:	<u>.40</u>	<u>.40</u>
m. Impervious surface area:	<u>40%</u>	<u>40%</u>

15. Are you removing trees? Yes _____ No X. If you are removing trees, please indicate the total number of trees and total caliper of protected trees removed or to be removed:

TREE TYPE	# of Trees	Caliper Total (CT) inches	*Mitigation Percentage	*Equivalent Mitigation Fee
Three inch (3") & Specimen			CT x .50 =	
Sand Pine and Xeric Oak min. 2"			CT x .50 =	
Wetland Tree of any caliper			CT x .50 =	
Historic & Heritage Tree(s)			CT x 1.0 =	
Clearing without a Permit				
Specimen & Heritage			Ratio - 2.5 Trees to 1.0 Tree =	
Three or more trees			Ratio - 2.0 Trees to 1.0 Tree =	
TOTAL				

Justification for tree removal: _____

16. Are you going to build a new driveway or modify an existing driveway? Yes _____ No X N/A _____

If yes, please provide the information. Road Name _____

- a. A separate commercial driveway connection permit application will be required to be submitted for each county road the development proposes to connect to.
- b. Construction details (1-set) drawn to scale, including a general location map.
- c. If turn lane construction is required applicant shall install Portable Changeable (Variable) Message Signs (PCM's, FDOT Index 6740) on the County Road(s) impacted by construction. The PCM's shall be installed one (1) week prior to construction in order to inform residents and roadway users of the impending construction. The PCM's shall display lane closure information including anticipated lanes to be closed, extent of lane closure (i.e. 'Next 3 miles'), daily hours of closure, and temporary restrictions.
- d. If turn lane construction is required, submittal shall also include:
 1. Turn lane(s) layout with dimensions;
 2. Striping plan with typical pavement section;
 3. Traffic maintenance plan;
 4. Record survey of right-of-way signed and sealed by a Florida licensed surveyor.
- e. All turn lane improvements shall be overlaid from taper to taper, full width.
- f. If a culvert is required all right-of-way disturbed by this work shall be restored to its original condition and in accordance with applicable Lake County Codes. All disturbed areas must be sodded, matching existing grass type. Applicant shall be responsible for sod until it is established.
- g. In areas where sidewalks are present or proposed, the driveway must include a minimum 4-foot-wide path traversing the driveway apron (at a maximum 1.5% cross slope) in compliance with ADA requirements.
- h. Driveway connection shall be a minimum of three hundred (300) feet from any intersection.
- i. Prior to construction, Applicant shall provide written notice to all residences adjacent to the project limits. Within a minimum of fourteen (14) calendar days prior to construction, applicant shall provide to Lake County Public Works a copy of the notification with a list of parties notified. This notice shall include the anticipated construction schedule, maintenance of traffic plan, and any impacts (permanent or temporary) to the subject residence and adjacent area.
- j. Driveway connection and roadway construction must be completed in accordance with the approved site plan and/or subdivision construction plans. Lake County reserves the right to modify the permitted driveway(s) at any time including median, turn lane, or other modifications within County right of way. The Applicant will not receive compensation or compensatory damages relating to such modification by Lake County.
- k. Issuance of a driveway permit does not vest any rights to the property for zoning, land use changes, or site improvements. The owner must follow all County procedures for permitting of the commercial, retail, or other land uses.

Other Agency Permits:

The Applicant, Developer, and/or Engineer shall be responsible for outside agency (federal, state, and regional) agency permits prior to the commencement of development. Other agency permits include but not limited to St Johns River Water Management District (SJRWMD), Southwest Florida Regional Water Management District (SWFWMD), Florida Department of Environmental Protection (FDEP), Florida Department of Transportation (FDOT), Florida Department of Health (FDOH), and other agencies as applicable to the proposed improvements to the site. An example of this is an Environmental Resource Permit from SJRWMD.

Information:

You can contact the Office of Building Services for building, electric, plumbing, and mechanical code requirements, please call (352) 343-9653 for assistance.

Please contact the Office of Safety Support for subdivision and road name approval; their phone numbers are (352) 253-1818.

If the legal description shown on the warranty deed is not correct or does not close you may be required to submit a boundary survey or sketch of description of the property, certified by a professional land surveyor. The legal description should appear on the face of the survey or description.

For a list of submittal requirements, please refer to the applicable Submittal Requirement Checklist, which is attached to this document.

TO BE COMPLETED BY STAFF:

Verbal Pre-submittal Project# _____

Project #: _____ AR # _____ Date: _____

Existing zoning: _____ Future Land Use Category: _____

Section: _____ Township: _____ Range: _____ Commissioner District: _____

Joint Planning Area: _____ ISBA Area: _____

Overlay District: _____ Utility Area: _____

Removal Permit only: Approved ___ Denied ___ Expiration Date: _____

Authorized Staff Signature

Date

If this application meets criteria for RAPID review; please expedite.



Office of Planning & Zoning
P.O. Box 7800 • 315 W. Main St., Suite 510 • Tavares, FL 32778

December 10, 2024

Ms. Blaine Payne
Bridgethorn Construction LLC
8751 Bradley Cir
Clermont, FL 34711
Email: admin@bridgethornco.com

RE: Development Application – Segmental Wall (PZ2024-243)
Alternate Key No. 2758040

Dear Ms. Payne,

The Lake County Development Review Staff (DRS) reviewed the development application for the proposed minor site plan amendment, in the unincorporated Clermont area of Lake County. Based on this review, additional information is needed to meet the requirements of the Lake County Comprehensive Plan and the Land Development Regulations (LDR). The review comments are attached for your reference to aid in modifying your application to comply with these requirements.

Please address these comments at your earliest convenience and resubmit the plans for review with a written response to all comments under one cover, at the same time, to the case manager via email at Eddie.Montanez@lakecountyfl.gov. Ensure that the revision dates are noted in the title block and indicated on the plan with revision clouds on the effected plan sheets. This will result in a more effective and efficient review of the plans, in addition to reducing handling and processing time of the plans.

The Offices or Departments of the County involved with the review process have provided informational comments to inform you of Code requirements and/or processes that will be required as you move forward with the development process. The review and informational comments are listed below.

Review Comments

Office of Planning and Zoning

Reviewer: Eddie Montanez, Planner I, Email: Eddie.Montanez@lakecountyfl.gov, Phone No.: (352) 343-9615

1. Please submit a site plan consistent with LDR 14.09.01.B and include the following:
 - a. Coversheet
 - b. Existing Conditions

P 352.343.9641 • F 352.343.9767
Board of County Commissioners • www.lakecountyfl.gov

Anthony Sabatini
District 1

Sean M. Parks, AICP, QEP
District 2

Kirby Smith
District 3

Leslie Campione
District 4

Timothy Morris
District 5

c. Proposed Site Activities and Design

2. Please provide proof of ownership for the subject parcel as the owner affidavit and Sunbiz information provided to staff do not match.
3. Please provide a clear copy of the survey with the next submittal as the Surveyor's Seal is not legible.

Public Works Department – Development Engineering

Reviewer: Seth Lynch, Email: Seth.Lynch@lakecountyfl.gov, Phone No.: (352) 253-9052

Reviewer: Ryan Dongalo, Email: Ryan.Dongalo@lakecountyfl.gov, Phone No.: (352) 253-6000

1. Please provide a survey of existing conditions.
2. Please provide the engineered grading and drainage plan for the proposed retaining wall and site. The drainage cannot negatively affect neighboring properties and the provided sketch of the location for the walls does not provide enough information to meet site plan requirements.
3. Please provide details on the retaining wall as it relates to vertical. This would be cross sections, foundation, safety rail or fencing for drop off protection.

Informational Comments

The Offices or Departments of the County involved with the review process have provided informational comments to inform you of Code requirements and/or processes that will be required as you move forward with the development process. The informational comments are listed below.

Office of Planning and Zoning

Reviewer: Eddie Montanez, Planner I, Email: Eddie.Montanez@lakecountyfl.gov, Phone No.: (352) 343-9615

1. The subject property, identified by alternate key 2758040, contains approximately 2.35 +/- acres, is zoned Heavy Industrial (HM) as defined in Lake County's LDR Section 3.01.02 (D) and designated with a Future Land Use of Regional Office.
2. The development application proposes a retaining wall, approximately 710 lineal feet.
3. Please find the Bruns Warehouse site plan attached for reference (2008 Approval).
4. Should the additional requested information not be received within 6-months from the date of this letter this project will be administratively withdrawn.

Office of Public Safety Support – Addressing

Reviewer: Jacob Geisler, Email: Addressing@lakecountyfl.gov, Phone No.: (352) 253-1818

The Office of Public Safety Support has no objections to the request. Currently the addressing requirements are compliant per the Lake County Uniform Street Addressing Ordinance (Article V., Section 18). According to the submitted site plan, additional address assignments or adjustments will not be required at this time.

Any future submittals for further development on this parcel will be reviewed and processed according to the standards of the referenced ordinance.

Concurrency Management – Impact Fees

Reviewer: Lynn Huntzinger, Email: Impactfee@lakecountyfl.gov, Phone No.: (352) 343-9855

The proposed development is exempt from concurrency management per 5.01.02(A)5.

Office of Building Services

Reviewer: Scott Linfesty, Email: Scott.Linfesty@lakecountyfl.gov, Phone No.: (352) 343-9653

1. All plans submitted for building or trade permits shall be designed and submitted in conjunction with the requirements of the 8th Edition (2023) Florida Building. See FBC 107.3.5 for minimum plan review criteria. A Zoning Clearance and County approved site plan and/or County approved plot plan are required when submitting for permit.
2. All items submitted for permit shall be accompanied with an architectural site plan/County approved site plan. The site plan shall contain the following minimum requirements:
 - a. Drawn to scale
 - b. Show all existing/proposed driveways/roadways and parking lots
 - c. Outline of floorplan for building or structure
 - d. Dimensions for proposed and existing buildings/structures
 - e. Dimensions from proposed building/structure to all existing buildings/structures on this site
 - f. Dimensions from all buildings/structures to property lines (including imaginary property line, if any)
 - g. Finish elevation for retaining wall
3. 481.229 F.S. requires an architect, licensed in the State of Florida, to sign/seal plans for this project. Digital signatures shall conform to the requirements of part 1, chapter 668.

Should you have any questions or concerns, please contact me at 352-343-9641, or email me at Eddie.Montanez@lakecountyfl.gov.

Sincerely,



Eddie Montanez
Planner I

Enclosure(s): Bruns Warehouse (AR 1163) 2008 Approved Site Plan

LDR: https://library.municode.com/fl/lake_county/codes/code_of_ordinances?nodeId=APXALOLA_CHXIAD_14.09.00SIPL

cc: Janie Barrón, Planning Manager, Office of Planning and Zoning
File



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, July 29, 2025		
Agenda Item Name		
Lake County School Board SRO Agreement		
Requested Action		
Staff Report		
This is an agreement between the Lake County School Board and the City of Clermont for the School Resource Officer Program for the 2025-2026 school year. This provides for 4 school resource officers to provide additional security for students, school personnel, and school property. The officers will also interact with students during their regular class schedule and during extracurricular school activities. The Lake County School Board will pay the City of Clermont for services rendered for salary and benefits pursuant to the terms of the attached agreement.		
Additional Analysis		
Fiscal Impact Summary		
Revenue from the agreement is to be included in the City's Fiscal Year 2025-2026 General Fund budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Lake County School Board SRO Agreement 25-25 Clermont Police Department	Lake County School Board SRO Agreement 25-25 Clermont Police Department.pdf	

**AGREEMENT BETWEEN THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA,
AND THE CITY OF CLERMONT, FOR
SCHOOL RESOURCE OFFICER PROGRAM [2025-2026]**

This **AGREEMENT** is entered into by and between the **City of Clermont**, a Florida municipal corporation, hereinafter referred to as “LAW ENFORCEMENT AGENCY” and the **School Board of Lake County, Florida**, a political subdivision of the State of Florida, hereinafter referred to as “SCHOOL BOARD”.

WITNESSETH:

WHEREAS, the SCHOOL BOARD is seeking four (4) School Resource Officers (SROs) to interact with students during the regular class schedule and at extra-curricular school activities so as to provide additional security to students, school personnel, the school community and school property; and

WHEREAS, the LAW ENFORCEMENT AGENCY is willing to place four (4) **City of Clermont** Police Officers at **Cypress Ridge Elementary (1), Lost Lake Elementary (1), Windy Hill Middle (1), Aurelia M. Cole Academy (1)** for the purpose of carrying out this school program.

NOW, THEREFORE, in and for consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree that the LAW ENFORCEMENT AGENCY will provide four (4) sworn **City of Clermont** Police Officers who are certified pursuant to Section 943.10(1) *Florida Statutes* to the SCHOOL BOARD to act as SROs at the four (4) designated schools under the terms and conditions of this Agreement.

1. Term of Agreement. The term of this Agreement shall be for the next school year, beginning the 11th day of August 2025 through the last day of school for students in May 2026.

2. Compensation. The SCHOOL BOARD will pay the **City of Clermont** an amount equivalent to the exact services rendered for that portion of the salary and benefits of the SRO(s) directly attributable to services performed provided pursuant to the terms of this Agreement. Such compensation shall be invoiced to the SCHOOL BOARD by the LAW ENFORCEMENT AGENCY in monthly installments following the services rendered for the month, commencing on

the 1st day of September 2025 for services rendered beginning August 11, 2025 and continuing on the 1st day of each month thereafter until the term of the contract has expired. Invoices shall be paid by the SCHOOL BOARD within fifteen (15) days of receipt. In the event that The Board of County Commissioners of Lake County, Florida, agrees to pay for any or all of the police officers assigned to the schools pursuant to this Agreement, then the LAW ENFORCEMENT AGENCY agrees that the SCHOOL BOARD may assign its obligation to pay under this section to The Board of County Commissioners of Lake County, Florida.

3. Scope. The LAW ENFORCEMENT AGENCY shall assign an SRO for four (4) designated schools. The SROs shall interact with students and provide security at the four (4) designated schools. In addition, the SROs shall have the duties and responsibilities listed in Exhibit "A" attached hereto.

4. Background Investigations. The LAW ENFORCEMENT AGENCY represents and warrants to the SCHOOL BOARD that the LAW ENFORCEMENT AGENCY has read and is familiar with Sections 1012.32, 1012.465, 1012.467 and 1012.468, *Florida Statutes* regarding background investigations. The LAW ENFORCEMENT AGENCY covenants to comply with all requirements of the above-cited statutes and shall provide SCHOOL BOARD with proof of compliance upon request. The LAW ENFORCEMENT AGENCY agrees, to the extent permitted by law and only to the extent permitted by 768.28, *Florida Statutes*, to indemnify and hold harmless the SCHOOL BOARD, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the LAW ENFORCEMENT AGENCY's failure to comply with the requirements of this paragraph or Florida Statute Sections, 1012.32, 1012.465, 1012.467 and 1012.468, *Florida Statutes*. Any claim against the LAW ENFORCEMENT AGENCY by the SCHOOL BOARD under the preceding sentence shall not include punitive damages or any interest for the period before judgment. Additionally, the LAW ENFORCEMENT AGENCY shall not be liable pursuant to this indemnity to pay a claim or judgment by any one person which exceeds the sum of \$200,000 or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the LAW ENFORCEMENT AGENCY arising out of the incident or occurrence, exceeds the sum of \$300,000. Further, nothing in this paragraph shall be construed as an admission of liability on behalf of the LAW ENFORCEMENT AGENCY.

5. Assignment of Officers. The LAW ENFORCEMENT AGENCY shall determine which SROs will be assigned under this Agreement and will also determine the particular school to which the SROs will be assigned to. The LAW ENFORCEMENT AGENCY shall provide a notice of the assigned SROs to the school principals of the four (4) designated schools. In the event that the principal of the school where the SRO is assigned believes that the particular SRO is not effectively performing his/her duties and responsibilities, the Principal shall notify the SCHOOL BOARD's Director of Safety and Security in writing. If the situation is not corrected within three (3) working days, the SCHOOL BOARD's Director of Safety and Security shall contact the SRO's immediate supervisor and the Superintendent in writing and provide a copy of said notice to each of them. If the situation is not resolved to the mutual satisfaction of the SRO's immediate supervisor the SCHOOL BOARD's Director of Safety and Security and the Superintendent within ten (10) days, or if, during the same contract period, the Principal determines for a second time that the SRO is not effectively performing his/her duties and responsibilities, then the Principal shall recommend to the SCHOOL BOARD's Director of Safety and Security and Superintendent that the SRO be removed from the program at his/her school, and shall state the reasons as well as the efforts to resolve the problems in writing. The Superintendent, or his/her designee, shall review the request and, if approved, shall provide written notification to the LAW ENFORCEMENT AGENCY who shall transfer the SRO or take other appropriate action within ten (10) business days. In the event the Principal considers the SRO's conduct to present a threat to the safety or well-being of the students or staff, the principal will immediately notify the SCHOOL BOARD's Director of Safety and Security, Superintendent, and the LAW ENFORCEMENT AGENCY. Upon receipt of such notification, the LAW ENFORCEMENT AGENCY shall take appropriate and necessary action.

6. Dismissal/Replacement/Absence. The LAW ENFORCEMENT AGENCY may dismiss or reassign SROs with or without cause. In the event of the resignation, dismissal, or reassignment of an SRO, or in the case of long-term absences by an SRO, the LAW ENFORCEMENT AGENCY shall provide a temporary replacement for the SRO as soon as practical.

7. Leaves/Coverage. The Chief of Police or another designated scheduling officer will approve vacations, sick leaves, and other leaves of absence for the SRO. The SRO will

communicate approved vacation, sick leaves, trainings or any other leave that impacts SRO presence in schools with the SCHOOL BOARD's Director of Safety and Security. LAW ENFORCEMENT AGENCY shall provide coverage of an SRO during any time in which the SRO will be off campus of the school to include, but not be limited to vacations, sick leaves, other leaves of absence, or due to other related assignments.

8. Hours of Assignment. The SROs will be stationed at the four (4) designated schools for eighty (80) hours per two-week period, Monday through Friday, as assigned and scheduled by the respective school Principal and as approved by the LAW ENFORCEMENT AGENCY.

9. Additional Hours of Assignment. Additional hours of assignment during a two-week period may be made with prior approval of the LAW ENFORCEMENT AGENCY, if requested by the respective school Principal. If the additional hours worked requires additional compensation be paid to the SROs, the LAW ENFORCEMENT AGENCY will include this additional compensation on the next monthly invoice to be paid by the SCHOOL BOARD.

10. Off Campus Assignments. Upon the request of the respective school Principal and with the prior approval of the LAW ENFORCEMENT AGENCY, an SRO's duties may occasionally include his/her assignment at school functions and activities that are held off campus.

11. Reassignment in Emergency Situations. Nothing in this Agreement shall prevent or interfere with the ability of the LAW ENFORCEMENT AGENCY to temporarily withdraw an assigned SRO from his/her post at the four (4) designated schools to respond to emergency situations as determined in the sole judgment and discretion of the LAW ENFORCEMENT AGENCY.

12. Supervising Authority. During the term of this Agreement, the SROs assigned shall remain employees of the LAW ENFORCEMENT AGENCY, under the authority of the chain of command of the LAW ENFORCEMENT AGENCY, and subject to all other rules and regulations of the LAW ENFORCEMENT AGENCY. The SROs will report to their respective school Principal for assignment of duties and work schedules, including the extracurricular activities during the regular school day, for up to eighty (80) hours for each officer per two-week period. Each SRO shall remain, at all times, an employee of the LAW ENFORCEMENT AGENCY.

Workers Compensation coverage, as required by law, will be provided for the officer by the LAW ENFORCEMENT AGENCY.

13. Salary and Benefits. The LAW ENFORCEMENT AGENCY will provide the salary and benefits to each SRO assigned, including uniforms and equipment and any applicable overtime pay as agreed to above.

14. Vehicle. The LAW ENFORCEMENT AGENCY will provide vehicles for SROs if or when determined necessary by the LAW ENFORCEMENT AGENCY.

15. Threats to School Safety.

A. Pursuant to Section 1006.13(4), *Florida Statutes*, any acts that pose a threat to school safety, whether committed by a student or adult, shall be reported to the School Principal, or his or her designee, who shall report the acts to the SRO and the SCHOOL BOARD's Director of Safety and Security or SCHOOL BOARD's District Threat Management Coordinator.

B. If requested by the School Principal, or his or her designee, the SRO, or other appropriate law enforcement officers, shall assist in the investigation of the acts that pose a threat to school safety; upon conclusion of the investigation, the SRO shall report the findings of the investigation to the SCHOOL BOARD's Director of Safety and Security, or SCHOOL BOARD's District Threat Management Coordinator to properly document the disposition of the incident. Additionally, the School Principal, or his or her designee, shall consult with SRO concerning appropriate delinquent acts and crimes.

16. Termination of Agreement. This Agreement may be terminated by either party upon thirty (30) days written notice. Notice shall be deemed given as of the date of deposit of such written NOTICE in the course of transmission in the United States Postal Service and addressed as follows:

SCHOOL BOARD:

Superintendent of Schools
School Board of Lake County
201 West Burleigh Boulevard
Tavares, FL 32778

LAW ENFORCEMENT
AGENCY:

Chief of Police
City of Clermont Police Department
3600 US Highway 27
Clermont, FL 34711

Upon termination pursuant to this subsection, payment will be made by the SCHOOL BOARD or reimbursement made by the LAW ENFORCEMENT AGENCY based on a pro rata charge for services for that portion of the school year covered by this Agreement prior to termination.

17. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties with respect to the subject matter hereto and supersedes all prior Agreements, representations and understandings either oral, written or otherwise relating thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

“SCHOOL BOARD”

**THE SCHOOL BOARD OF LAKE COUNTY,
FLORIDA**

By: _____
Tyler Brandeburg, Chairperson

Date: _____

Approved as to form:

Attest: _____
Diane S. Kornegay, Superintendent

School Board Attorney

“LAW ENFORCEMENT AGENCY”

CITY OF CLERMONT, FLORIDA

By: _____
Tim Murry, Mayor

Date: _____

Approved as to form:

Attest: _____
Signature / Title

City of Clermont Attorney

EXHIBIT "A"

In addition to the routine duties and responsibilities of the SROs, the SROs shall have the following specific duties and responsibilities:

1. Each SRO shall at all times perform his/her duties in accordance with City of Clermont Police Department's standard operating procedures.
2. The SRO shall serve as resource instructors providing programs in crime prevention that encourage students to become responsible citizens.
3. The SRO shall also assist the orderly flow of traffic on school grounds.
4. Each SRO shall maintain all law enforcement powers, duties, and responsibilities inclusive of his/her position as City of Clermont Police Officers while assigned to the SRO program.
5. Each SRO shall be responsible to his/her agency in all matters relating to employment; however, activities conducted by the SRO which are part of the regular school instruction program shall be under the direction of the Principal or his/her designee.
6. Each SRO shall be at his/her school during normal school hours of operation and shall utilize the school's computer-based visitor management system to sign in and out to verify attendance. During times that the SRO is unable to be on campus or need to leave campus, those times will be coordinated with the Principal or his/her designee and each SRO's supervisor. The SRO supervisor will assure that the School has a replacement SRO on campus.
7. The SRO shall perform such duties as directed by his/her agency when school is not in session. The Principal or his/her designee shall advise the Officer's supervisor of the school's calendar.
8. The SRO may contact students during school hours in conjunction with a criminal investigation so long as such contact does not interfere with or impede the orderly operation of the school or the rights of the individual students.
9. All student record information will be maintained in accordance with the provisions of Florida Statutes.
10. The SRO shall interface with students between class breaks, during lunch periods, before and after school and at school activities at which the SRO is in attendance. The SRO will not be assigned to a permanent school related duty post so as not to establish predictable patterns.
11. In the interest of maintaining a safe and orderly school environment, student and campus supervision is of critical importance. The SRO shall take a prominent role in supervision responsibilities, which shall be coordinated with and agreed to by the SRO and the designated

school Principal. While school is in session, the SRO shall be present on and around the school campus except as permitted in paragraph 6 of this Exhibit A.

12. The SRO shall serve as a referral resource for students, faculty, and parents to community agencies.

13. The SRO shall serve as a Law Enforcement resource to school administration and the District Director of Safety and Security.

14. The SRO shall be familiar and offer support with the plans and strategies for the prevention and control of dangerous situations at the school.

15. The SRO shall be familiar with and shall remain up to date with school safety legislation, specifically Rule 6A-1.0018, F.A.C. and all corresponding Florida Statutes. Accordingly, the SRO shall assist school administration with ensuring compliance with State legislation and District best practices.

16. The SRO, or a designated officer of the LAW ENFORCEMENT AGENCY, shall serve as the mandated sworn law enforcement officer on the School-Based Threat Management Team (SBTMT); and accordingly will complete the required Florida Harm Prevention and Threat Management Model (Florida Model) training in accordance with State Board Rule 6A-1.0018, F.A.C. and §1006.07, Florida Statutes.

17. The SRO and responding LAW ENFORCEMENT AGENCY shall be present and shall actively participate in all active assailant drills, as per State Board Rule 6A-1.0018, F.A.C. [House Bill 1421 (2022)]. The presence of the SRO and each Officer shall be documented in the After Action Report submitted by school administration.

18. The SRO, in accordance with §394.463, Florida Statutes, shall take the lead with or assist District mental health personnel with initiating involuntary examinations for students and staff who meet criteria as defined in Statutes.

19. The SRO will coordinate / consult with the Florida Department of Children and Families (DCF) as necessary to provide necessary support for children and / or families in need.

20. The SRO shall coordinate activities with the school administration and the school guidance department in an effort to identify those students who exhibit indications of early delinquent behavior.

21. The SRO shall attend meetings of school faculty and requested administrative meetings during school hours on a regular basis.

22. The SRO shall not act as a school disciplinarian, as disciplining students is a school responsibility. However, the principal shall contact the SRO for any violations of the law, and the SRO shall determine whether law enforcement action is appropriate.

23. The SRO shall take law enforcement action as necessary and as permitted under Florida law and shall inform the school Principal of such action unless it would impede a criminal investigation, under such circumstances as practical. The SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SRO may do so under the authority of law. Whenever practical, the SRO shall advise the Principal before requesting additional law enforcement assistance on campus.

24. The SRO shall be informed by school personnel of any situation occurring on school grounds that would appear to be a violation of the law of criminal nature.

25. The SRO shall maintain detailed accurate records of his/her activities, and provide a written daily report to the LAW ENFORCEMENT AGENCY who shall provide such information to the Safety and Security Department of the SCHOOL BOARD.

26. The SRO and school administration shall work together to keep each other informed during the course of all criminal investigations as permitted by law and as practical. This provision shall not be interpreted so as to interfere with or impede the SRO's law enforcement duties, obligations, and/or powers.

27. The SRO shall work with school administration when determining whether an arrest should be made, or if there is an alternative solution to the incident which would still be in compliance with Florida law. The final decision on whether arrest is appropriate will lie with the attending SRO or other law enforcement officer on scene at the incident. This provision shall not be interpreted so as to interfere with or impede the SRO's law enforcement duties, obligations, or powers.

28. The SRO shall affect a physical arrest for felonies committed on school grounds, particularly those that are "Zero Tolerance", as permitted by law.

29. The SRO shall give assistance to other law enforcement officers and government agencies in matters regarding his/her school assignment, whenever necessary.

30. The parties shall comply with the provisions of the Family Educational Rights and Privacy Act ("FERPA").

MUNICIPALITY SRO SERVICES WORKSHEET

MAXIMUM ANNUAL SERVICE

Officer Rank	Hourly Rate	Maximum Hours / Year	Fringe Benefit Package					Total
			Net Annually	Medical	Medicare	FICA	Workers Comp	
Captain		1488	\$0.00					\$0.00
Lieutenant		1488	\$0.00					\$0.00
Sergeant	44.13	1488	\$65,665.44	\$13,085.10	\$952.13	\$4,071.19	\$0.00	\$95,875.81
Corporal		1488	\$0.00					\$0.00
Senior Officer		1488	\$0.00					\$0.00
Officer 1st Class		1488	\$0.00					\$0.00
Officer	39.4575	1488	\$58,712.76	\$10,820.09	\$851.40	\$3,640.44	\$0.00	\$84,846.15
								\$180,721.96



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, July 29, 2025		
Agenda Item Name		
Canvassing Board Appointment		
Requested Action		
Staff Report		
The City of Clermont will have a General Election on November 4, 2025, for Seat No. 2. The canvassing board consists of 3 members and 2 alternates. There are a total of 12 canvassing board meetings requiring attendance by the canvassing board at the Lake County Supervisor of Elections office. Staff recommend appointing City Clerk Tracy Ackroyd Howe, Procurement Director Freddy Suarez and citizen Tim Bates, as well as alternate Records Administrator Don Price and Deputy City Clerk Nicole Wisniewski. The individuals have previously met the required signature training. As a condition, the appointed members cannot be an active participant in any of the campaigns. The time and dates of the canvassing board meetings are as follows: • October 14 8:30am and 2:00pm Canvassing Board Organizational Meeting and Logic & Accuracy Testing. • October 17 - 8:30am • October 20 - 8:30am • October 22 - 8:30am • October 24 - 8:30am • October 27 - 2:00pm • October 28 - 8:30am • November 3 - 8:30am • November 4 - 4:00pm • November 5 - 10:00am • November 7–10:00am and 2:00pm • November.10 - 8:30am		
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, July 29, 2025		
Agenda Item Name		
Change Order Approval 2025 Street Resurfacing		
Requested Action		
Requesting approval of Change Order 2 to the contract with Superior Asphalt, Inc., to provide street resurfacing services in the amount of \$21,000.		
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: Turnouts on Oakley Seaver Drive and Sandhill Blvd. Intersection of Oakley Seaver Drive and Hunt Trace Blvd Adding these locations will provide a more finished appearance to the project. Funds are available from the original budget to complete this work. In accordance with the City's Procurement Policy and Procedures, City Council approval is required for any change order that exceeds 10% of the original contract amount on construction projects.		
Additional Analysis		
Fiscal Impact Summary		
The fiscal impact of the total project cost of \$609,865.00 is accounted for in the current year's approved budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$21,000	12541-54603 Street Maintenance	\$40,332.14
Exhibits Attached (copies of original agreements)		
1. RCO 002 Additional Paving	RCO 002 Additional Paving.pdf	
2. Change Order 2	Change Order 2.pdf	

Request for Change Order

Project Name: 2025 City of Clermont Resurface **RCO No.:** 02

Client:	City of Clermont	Date:	June 11, 2025
Attention:	James Maiworm	Project No:	252023
Phone No.:	321-482-0490	Contract No.	2025-022
Fax No.:		Project Location:	Oakley Seaver Sandhill View
E-Mail:	jmaiworm@clermontfl.org		

Request for Change Order Description

Scope of Work:

- 1) Mill and pave turnouts on Oakley Seaver Dr and Sandhill Blvd.
- 2) Mill and pave intersection of Oakley Seaver Dr. and Hunt Trace Blvd

Mill, Pave and Striping 1360 square yard = \$21,000.00

Impact on Project Schedule:

N/A

Exclusions:

N/A

Contract Price Adjustment: **+ \$ 21,000.00** **Lump Sum**

Submitted by: Robert Mellette

Please respond by: June 11, 2025

(date)

Accepted by: _____

Date: _____

Signature: Robert N Mellette

Digitally signed by Robert N Mellette
DN: cn=Robert N Mellette, o=Superior Asphalt
email=jmaiworm@clermontfl.org, c=US
serialNumber=4251432000001982F8254F0000DF060
date=2025.06.11 14:38:59 -0400

Signature: _____

CHANGE ORDER FORM

Contract / P.O. Number: 2025-022 / 20251642

Bid Number: RFB 25-051

Change Order Number: 2

Change Order Date: Jun 19, 2025

Project Name: 2025 Street Resurfacing Services

Department: Public Services

Job Location: Oakley Seaver Dr

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. Oakley Seaver Drive and Sandhill Boulevard
2. Oakley Seaver Drive and Hunt Trace Boulevard

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>	\$ 21,000.00
C.	PERCENT OF CONTRACT VALUE THIS CHANGE ORDER (B/A):	% 4.4%
D.	AMOUNT OF PREVIOUS CHANGE ORDERS:	\$ 112,040.00
E.	TOTAL AMOUNT OF ALL CHANGE ORDERS (B+D):	\$ 133,040.00
F.	PERCENT OF CONTRACT OF ALL CHANGE ORDERS (E/A): <i>10% Maximum</i>	% 27.9%
G.	NEW CONTRACT VALUE (A+E)	\$ 609,865.00

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 10% of the original contract amount for construction projects; 2) the funds are not available in the approved budget for the department.

CITY OF CLERMONT

ATTEST:

MAYOR Date

CITY CLERK Date

Request for Change Order

Project Name: 2025 City of Clermont Resurface **RCO No.:** 02

Client:	City of Clermont	Date:	June 11, 2025
Attention:	James Maiworm	Project No:	252023
Phone No.:	321-482-0490	Contract No.	2025-022
Fax No.:		Project Location:	Oakley Seaver Sandhill View
E-Mail:	jmaiworm@clermontfl.org		

Request for Change Order Description	
Scope of Work: 1) Mill and pave turnouts on Oakley Seaver Dr and Sandhill Blvd. 2) Mill and pave intersection of Oakley Seaver Dr. and Hunt Trace Blvd Mill, Pave and Striping 1360 square yard = \$21,000.00	
Impact on Project Schedule: N/A	
Exclusions: N/A	
Contract Price Adjustment:	Lump Sum

Submitted by: Robert Mellette **Signature:** _____
Please respond by: June 11, 2025

(date)

Accepted by: _____ **Signature:** _____
Date: _____



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, July 29, 2025		
Agenda Item Name		
Sole Source Term Agreement <i>Neptune Water Meters and Equipment</i>		
Requested Action		
Requesting approval of single/sole source agreement from Ferguson Enterprises, LLC. to acquire Neptune water meters and systems, data collector equipment, related accessories, and repair services.		
Staff Report		
The Procurement Services Department and the Public Services Department recommend approval of the above action. To determine whether the specified commodity is available from multiple sources, the Procurement Services Department issued Request for Information (RFI) No. 25-081. This process ensures that the specifications are non-restrictive and can be met by more than one company. According to the City of Clermont Procurement Policy, a purchase may be made without competition if there is only one available source for the required product or service. A single/sole source purchase is justified when only one product or service can reasonably meet the City's needs, and only one company can provide it. The RFI was posted on the City's website for seven (7) business days. No responses were received, confirming that no other vendors expressed interest. Based on these findings, staff recommend that the City Council approve the single/sole source purchase. Ferguson Enterprises, LLC. is the only vendor to supply Neptune water meters and systems, data collector equipment, related accessories, and repair services. The City of Clermont only uses Neptune meters due to the fact that all meters and programs within the city's water and irrigation system are neptune related.		
Additional Analysis		
Fiscal Impact Summary		
The estimated annual fiscal impact of \$3,000,000 is included within the annual budget, and utilized as needed.		
Account Name	Account #	Annual Budget
Water Meter Replacement	41533-54632	\$1,800,000
Repair & Maintenance - Water Meters for New Customers	41533-54633	\$800,000
Water Repair & Maintenance Systems	41533-54612	\$650,000
Water Repair & Maintenance - Meter Systems	41533-54612-33606	\$508,000
Totals		\$3,758,000
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Sole Source Letter 2025	Clermont Sole Source 2025.pdf	
2. RFI 25-081	RFI 25-081.pdf	

3.	CLERMONT 2024-2026 NEPTUNE UNIT PRICES_9.10.24	CLERMONT 2024-2026 NEPTUNE UNIT PRICES_9.10.24.pdf
4.	Sole Source Agreement	Sole Source Agreement.pdf



May 21, 2025

Chris Miller
Public Service Manager
City of Clermont
3335 Hancock Road
Clermont, FL 34711

Dear Mr. Miller,

Please note that Ferguson Enterprises, LLC. is the sole authorized Neptune Distributor with a resell supply agreement in the State of Florida. All other suppliers must purchase through an authorized reseller, before they are able to supply product to buyers.

The geographical area of responsibility assigned to them includes all Counties within the State of Florida.

Types: Classes of customers exclusively assigned are: Municipalities, private water companies, contractors, and plumbers.

Hence, our Distributor(s) are required to maintain a sufficient inventory of Neptune Water Metering Products to provide customer field servicing.

Thank you in advance for your cooperation.

Sincerely,

Matt Finch

Matthew Finch
Territory Manager
Neptune Technology Group, Inc.



REQUEST FOR INFORMATION

RFI 25-081

JUSTIFICATION OF SOLE SOURCE ACQUISITION FROM FERGUSON ENTERPRISES, LLC

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

RELEASE DATE: June 2, 2025

DEADLINE FOR QUESTIONS: June 10, 2025

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

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Clermont
REQUEST FOR INFORMATION
Justification of Sole Source Acquisition from Ferguson
Enterprises, LLC

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

Attachments:

B - Vendor Information

E - OpenGov Vendor Registration

1. Introduction

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

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

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

1.1. Summary

Justification of Sole Source Acquisition from Ferguson Enterprises, LLC

1.2. Contact Information

Ramsey Jimenez

Procurement Manager

685 W Montrose St

Clermont, FL 34711

Email: rjimenez@clermontfl.org

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

Department:

Public Services - Environmental Svcs.

1.3. Timeline

Solicitation Release Date	June 2, 2025
Question Deadline	June 10, 2025, 12:00pm
Response Deadline	June 10, 2025, 3:00pm

2. Response Procedures

2.1. Electronic Bidding System

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

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

2.2. Justification of Single/Sole Source Acquisition

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

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

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

Single/Sole Source Information

- A. Company Name: Ferguson Enterprises, LLC
- B. Product or Service Provided: Neptune water meters, endpoints, antennas, collector date equipment, water meter system and collector repair parts.
- C. Estimated Annual Expenditure: \$3,000,000.00
- D. Single/Sole Source Justification: Must match existing piece or brand of equipment and is available from only one vendor. Repair and maintenance for specific brand of existing equipment is available from only original equipment manufacturer or designated service dealer.

Action to be Taken

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

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

3. Sole/Single Source

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

*Response required



City of Clermont
PRICE SHEET TERM: 5/26/24 -12/31/26

2024-26
Neptune
Unit Price

Item Number	Description	
1	3/4" Short Lay Mach 10 SA Gallon Meter	\$221.45
2	1" Mach 10 SA Gallon Meter	\$265.30
3	1-1/2" Mach 10 SA Gallon Meter	\$632.65
4	2" Mach 10 SA Gallon Meter	\$753.00
5	3" Mach 10 SA Gallon Meter – 12" LL	\$2,551.00
6	3" Mach 10 SA Gallon Meter – 17" LL	\$2,617.35
7	4" Mach 10 SA Gallon Meter – 14" LL	\$3,290.80
8	4" Mach 10 SA Gallon Meter – 20" LL	\$3,380.60
9	6" Mach 10 SA Gallon Meter – 18" LL	\$5,574.50
10	6" Mach 10 SA Gallon Meter – 24" LL	\$5,710.20
11	8" Mach 10 SA Gallon Meter	\$9,372.45
12	10" Mach 10 SA Gallon Meter	\$11,781.60
13	2" Bronze Strainer	\$585.70
14	3" Bronze Strainer	\$1,051.00
15	4" Bronze Strainer	\$1,812.25
16	6" Bronze Strainer	\$2,745.90
17	8" Bronze Strainer	\$4,667.40
18	10" Bronze Strainer	\$7,262.25
19	4" UL-FM Stainless Steel Flanged Basket Strainer for Fire Service	\$3,590.80
20	6" UL-FM Stainless Steel Flanged Basket Strainer for Fire Service	\$5,993.90
21	8" UL-FM Stainless Steel Flanged Basket Strainer for Fire Service	\$10,098.00
22	10" UL-FM Stainless Steel Flanged Basket Strainer for Fire Service	\$13,005.10
23	2" Strainer Installation Acc. Kit	\$19.25
24	3" Strainer Installation Acc. Kit	\$45.15
25	4" Strainer Installation Acc. Kit	\$88.40
26	6" Strainer Installation Acc. Kit	\$141.50
27	8" Strainer Installation Acc. Kit	\$153.85
28	10" Strainer Installation Acc. Kit	\$176.50
29	5/8"x3/4" T10 PB Bare Water Meter	\$57.60
30	1" T10 PB Bare Water Meter	\$200.00
31	1-1/2" T10 PB Bare Water Meter	\$486.70
32	2" T10 PB Bare Water Meter	\$667.40
33	5/8"x3/4" T10 PB Meter W/ProCoder Pit Gallon Register	\$150.70
34	1" T10 PB Meter W/ProCoder Pit Gallon Register	\$249.90
35	1-1/2" T10 PB Meter W/ProCoder Pit Gallon Register	\$576.90
36	2" T10 PB Meter W/ProCoder Pit Gallon Register	\$699.70
37	Ecoder or ProCoder Pit Gallon Register Only	\$93.80
38	R900 Cellular Wall MIU, 6' Cable	\$165.30
39	R900 Cellular Pit MIU W/Internal Antenna Kit (F/Plastic Lids)	\$173.50
40	R900 Cellular Pit MIU W/External Antenna Kit (F/Metal Lids)	\$186.80
41	R900 Cellular Pit MIU External Antenna Kit Only	\$52.00
42	Adder for Nicor Connector Option	\$29.00
43	Belt Clip Transceiver	\$6,122.50

44		MRX920 Mobile Data Collector	\$10,204.00
		Neptune 360 SaaS Platform (AMI) Annual Subscription - Per Meter/Per Year	
45		* Connected Endpoints 20,001 – 50,000, Per Meter-Per Year	\$1.90
		Neptune 360 SaaS Platform+FirstNet Cellular Data Plan Annual Subscription - Per Meter/Per Year	
46		* Connected Endpoints 20,001 – 50,000, Per Meter-Per Year	\$6.65

* Ferguson will hold the Neptune 360 SaaS (AMI) and Neptune 360 Cellular Data Plan Annual Subscription Fees until 12/31/2029. Before the renewal end date of December 31, 2025 the city must purchase 2 years upfront for years (2025-2026 & 2026-2027) and the other 2 years (2027-2028 & 2028-2029) prior to 12/31/2027.

Reclaimed Option on any meter or register – no charge.

Shipping Terms: Freight Allowed

Payment Terms: Net 30 Days - Check or ACH Only

Pricing Term: May 26, 2024 - December 31, 2026

Ferguson Waterworks

Meter & Automation Group

801 Thorpe Road

Orlando, Fl. 32824

Contact: Ben Jacobs - AMR/AMI Specialist

Cell Phone: 561-386-8541

Email: benjamin.jacobs@ferguson.com

Ben Jacobs

AGREEMENT No. 2025-060

NEPTUNE WATER METERS AND EQUIPMENT

THIS AGREEMENT, is made and entered into this Wednesday, July 30, 2025, by and between the CITY OF CLERMONT, FLORIDA, a municipal corporation under the laws of the State of Florida whose address is: 685 W. Montrose Street, Clermont, Florida, (hereinafter referred to as "CITY"), and FERGUSON ENTERPRISES, LLC, whose address is: P.O. Box 100286, Atlanta, GA 30384-0286, (hereinafter referred to as "SUPPLIER").

WHEREAS, CITY has utilized Ferguson Enterprises, LLC. for Neptune Meters and Equipment ;

WHEREAS, Neptune Meters and Equipment is a proprietary product and is only available from SUPPLIER; and

WHEREAS, the City Council has determined that there is only one source for the required product in accordance with CITY Purchasing Policy, Section E.8.

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

1. SCOPE OF WORK

The SUPPLIER will furnish Neptune Meters and Equipment in such quantities as requested by CITY and as set forth in a purchase order as provided in writing by CITY. Provided, however, that nothing herein shall require CITY to purchase or acquire any items or services from SUPPLIER.

2. THE CONTRACT SUM

CITY shall pay SUPPLIER, for the faithful performance of the Agreement as set forth in the Unit Price Schedule set forth in Exhibit "A", attached hereto and incorporated herein. The CITY understands that the unit price in Exhibit "A" may change on an annual basis based on consumption and market price. Use of a lesser or higher quantities or market price will become a factor in annual price adjustment negotiations.

2.1. Tariff/Trade Surcharge Clause

Due to the uncertain impact of potential Tariff/Trade Surcharges, SUPPLIER's unit prices do not include any provision or contingency for future Tariff/Trade Surcharges or an increase of existing Tariff/Trade Surcharges. SUPPLIER reserves the right to pass along Manufacturer Tariff/Trade Surcharges that affect SUPPLIER'S costs at the time of shipment. Unit prices will not be affected, and documentation will be provided supporting any active Manufacturer Tariff/Trade Surcharges.

3. TERM AND TERMINATION

- A. This Agreement is to become effective upon execution by both parties and shall remain in effect until December 31, 2026, unless terminated as provided for herein.

- B. Prior to, or upon completion, of the initial term of this contract, the City shall have the option to renew this contract for four (4) additional one-year subject to a price adjustment at SUPPLIER's option. Prior to the completion of the contract term, the City may consider an adjustment to price based the SUPPLIER's responsibility to request in writing any price adjustment under this provision. The SUPPLIER's written request for adjustment shall be submitted sixty (60) days prior to the termination of the initial or any renewal term of this Agreement. If no adjustment request is received from the contractor, CITY shall be entitled to assume that the SUPPLIER has agreed that the optional term may be exercised without price adjustment. Any adjustment request received after the commencement of a new option period shall not be considered. The City reserves the right to reject any written price adjustments submitted by the contractor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative, and not a right of the SUPPLIER. This prerogative will be exercised only when such continuation is clearly in the best interest of the City.
- C. Notwithstanding any other provision of this Agreement, CITY or SUPPLIER may, upon written notice to SUPPLIER or CITY, terminate this Agreement if: a) without cause and for convenience upon sixty (60) days written notice to SUPPLIER or CITY b) SUPPLIER or CITY is adjudged to be bankrupt; c) SUPPLIER or CITY makes a general assignment for the benefit of its creditors; d) SUPPLIER or CITY fails to comply with any of the conditions of provisions of this Agreement; or e) SUPPLIER or CITY is experiencing a labor dispute, which threatens to have a substantial, adverse impact upon the performance of this Agreement, without prejudice to any other right or remedy CITY may have under this Agreement. In the event of such termination, CITY shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work, properly performed and accepted prior to the effective date of termination.

4. COMMENCEMENT AND COMPLETION OF WORK

The SUPPLIER shall provide all items only upon issuance of an authorized and approved purchase order and in the timeframe as set forth in the applicable purchase order.

5. PAYMENTS

In accordance with the provisions fully set forth in the General Conditions, the SUPPLIER shall submit a payment request by the third (3rd) day of each calendar month for items provided during the preceding calendar month. CITY shall make payment to the SUPPLIER, within thirty (30) calendar days, on the basis of a duly certified and approved payment invoice by the CITY for items provided and accepted by the CITY.

6. DISPUTE RESOLUTION - MEDIATION

- A. Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to voluntary arbitration or the institution of legal or equitable proceedings by either party.
- B. The CITY and SUPPLIER shall endeavor to resolve claims, disputes, and other matters in question between them by mediation.
- C. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Clermont, Lake County, Florida, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

7. INDEMNIFICATION RIDER

To cover to the fullest extent permitted by law, the SUPPLIER shall indemnify and hold harmless the CITY and its agents and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), and (2) is caused in whole or in part by any negligent act or omission of the SUPPLIER or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right to the obligation of indemnity which would otherwise exist as to any party or person described in this Article. The SUPPLIER hereby acknowledges receipt of ten (10) dollars and other good and valuable consideration from the CITY for the indemnification provided herein.

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.

CONTRACTOR:

Ferguson Enterprises, LLC.

P.O. Box 100286, Atlanta, GA 30384-0286

Attn: Keith Ellenburg, President

OWNER:

City of Clermont

685 W. Montrose Street, Clermont, FL 34711

Attn: Rick Van Wagner, Interim City Manager

9. MISCELLANEOUS

9.1. Attorneys' Fees

In the event a suit or action is instituted to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to recover such sum as the Court may adjudge reasonable as attorneys' fees at trial or on any appeal, in addition to all other sums provided by law.

9.2. 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.

9.3. 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.

9.4. 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.

9.5. 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 SUPPLIER.

9.6. Assignment

This agreement is personal to the parties hereto and may not be assigned by SUPPLIER, in whole or in part, without the prior written consent of CITY.

9.7. 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.

9.8. 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.

9.9. Public Records

The CONTRACTOR expressly understands records associated with this project are public records and agrees to comply with Florida's Public Records law, including the following:

- 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 Florida's Public Records law or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of CONTRACTOR upon the termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. The CONTRACTOR shall make reasonable efforts to provide all records stored electronically to the CITY in a format compatible with the information technology systems of the CITY.
- E. 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, THE CONTRACTOR SHALL CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT THE CITY CLERK'S OFFICE, (352) 241-7331.

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

FERGUSON ENTERPRISES, LLC

SIGNATURE

FULL NAME

TITLE

DATE SIGNED



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, July 29, 2025		
Agenda Item Name		
Sole Source Purchase <i>Sunburst Water Treatment Plan</i>		
Requested Action		
Requesting approval of single/sole source purchase from Power & Pumps, Inc. for the acquisition of three (3) variable frequency drives for Sunburst Water Treatment Plant.		
Staff Report		
The Procurement Services Department, in coordination with Public Services, recommends approval of the proposed action. To determine whether the specified commodity is available from multiple sources, the Procurement Services Department issued Request for Information (RFI) No. RFI 25-054. This process ensures that the specifications are non-restrictive and can be met by more than one company. According to the City of Clermont Procurement Policy, a purchase may be made without competition if there is only one available source for the required product or service. A single/sole source purchase is justified when only one product or service can reasonably meet the City's needs, and only one company can provide it. The RFI was posted on the City's website for seven (7) business days. No responses were received, confirming that no other vendors expressed interest. Based on these findings, staff recommend that the City Council approve the single/sole source purchase.		
Additional Analysis		
Fiscal Impact Summary		
The fiscal impact of \$70,216.65 is included in the current year's approved budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$70,216.65	41533-66401 Capital Equipment	\$166,119.42
Exhibits Attached (copies of original agreements)		
1. VFDs Quote	VFDs Quote.pdf	
2. Power & Pumps Inc. 1-28-2026	Power & Pumps Inc. 1-28-2026.pdf	
3. RFI 25-054	RFI 25-054.pdf	

POWER&PUMPS
 AN MCE COMPANY
 803 N Myrtle Ave
 Jacksonville, FL 32204-1033
 Phone 904.356.5881

QUOTATION

Quote Expires On: 06/11/2025

Quote Number	
1478132	
Quote Date	Page
05/12/2025	1 of 1

Bill To:

CITY OF CLERMONT
 685 WEST MONTROSE STREET
 CLERMONT, FL 34711
 US

Ship To:

CITY OF CLERMONT
 3335 HANCOCK RD
 CLERMONT, FL 34711
 US

352-394-4081

Customer ID: 1063890

Requested By: ED RASHINSKAS

Customer Reference / RFQ #				Terms	Quoted By	
DANFOSS VFD QUOTE				Net 30	RICK.DENUCCI	
Quantities				Item ID	Unit Price	Extended Price
Quantity	Allocated	Remaining	Unit Of Measure	Item Description		
Delivery Instructions:				BEST WAY GROUND PPD & ALLOW TO JOBSITE * FOB FACTORY * PLEASE ALLOW APPX 2-3 WEEKS TO SHIP ARO PENDING PRIOR SALES OR SUPPLY CHAIN ISSUES		
3.00	0.00	3.00	EA	DANF134F7126 FC-202N132T4E20H2XGC7XXSXXXAXBXXXXDX (FC-) VLT AQUA Drive FC-202* (N132) 132 KW / 200 HP* Three phase* 380 - 480 VAC* IP20 /Chassis * RFI Filter* No brake chopper* Graphical Loc. Cont. Panel* Coated PCB* Fuse * Standard Cable Entries* D3H Frame Size*	20590.55	61771.65
3.00	0.00	3.00	EA	DANF130R2139 DRIVE PROTECTION EXWARR ONSITE PG06 72MO	2815.00	8445.00
Total Lines: 2				SUB-TOTAL: 70,216.65		
				TAX: 0.00		
				AMOUNT DUE: 70,216.65		

NOTE: Modified products are non-returnable/non-cancellable.

All freight claims and discrepancies must be brought to the shipper's attention within 24 hours of receipt of product.

All returns must have prior approval. All returns are subject to a minimum 25% restock fee.

Decontamination forms must be completed and signed by the customer before return of product to Power & Pump - Jacksonville

Every sale of goods or performance of services by POWER & PUMPS, INC. (P&P), a Division of Motion and Control Enterprises, LLC (MCE) is exclusively subject to, and expressly conditioned upon, your acceptance of the terms in this Order Acknowledgement and MCE's Terms and Conditions, which are available at <https://mceautomation.com/terms-conditions> and made a part of this agreement as if fully set forth herein. Acceptance of goods or services shall constitute conclusive acceptance of MCE's Terms and Conditions. Any proposed terms and conditions that purport to conflict with, alter, differ from, or add to MCE's Terms and Conditions are hereby specifically objected to and are not a part of any order or agreement unless specifically agreed to in a signed writing by an authorized representative of POWER & PUMPS, INC. (P&P), a Division of Division of Motion and Control Enterprises, LLC (MCE)

Credit Card Convenience Notice: A convenience fee of 3% will be charged for each credit card transaction processed.

Notice: All invoices are subject to a 5% import tariff as a result of tariffs imposed by the US Government Executive Orders.

SOLE SOURCE JUSTIFICATION

(Requester must complete Sections A and B and attach copy of sole source letter)

SECTION A - SOLE SOURCE PURCHASE:

Complete if sole source purchase is \$1,000 or over, AND competition is not available. Sole Source approvals are valid one year from approval date, unless specified elsewhere.

Supplies/Services Required (be specific): Danfoss variable Frequency Drives, soft starters, related accessories and services.

Company Name: Power & Pumps, Inc.

Employee Name: Ed Rashinkas

Ph: ext. 6602

Requested by: Ed Rashinkas

Dept.: Public Works – Environmental Services

Department Director: Stoney Brunson

Dept.: Public Works – Environmental Services

Estimated Annual Expenditure: \$100,000

Account Codes: 41533-54614, 41533-54624, 41533-66401

Check One: The requested item/service is a sole source procurement due to:

AVAILABILITY/ONE OF A KIND:

No competitive product exists or is available from another vendor.

X

COMPATIBILITY:

Must match existing piece or brand of equipment and is available from only one vendor.

REPLACEMENT/MAINTENANCE:

Repair or maintenance for specific brand of existing equipment is available from only original equipment manufacturer or designated service dealer.

OTHER:

Provide below full explanations, details, complete descriptions, and relevant reasons to support the sole source justification:

Danfoss is the required replacement to existing Danfoss equipment in order to ensure compatability with other components and programs.

SECTION B - REQUESTER CERTIFICATION:

By submitting this request, I certify that the above justification/information is accurate and complete to the best of my knowledge and that I have no personal interests relative to this request.



(Signature of Requester)

1-6-25

(Date)



(Signature of Department Director)

1-7-25

(Date)

SECTION C - TO BE COMPLETED BY THE PROCUREMENT SERVICES DIRECTOR:

Based on the information provided in Section A and attached supporting documents,

I concur ☒ / do not concur ☐ (see below) with purchase to be a Sole Source.

Do not concur for the following reason(s):



(Signature of Procurement Services Director)

1-29-25

(Date)

Rev. 9-21-20

Danfoss Drives

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

Phone: 800.432.6367
815.639.8600

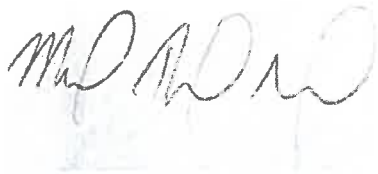
Fax: 815.639.8000

www.danfossdrives.com

January 3, 2025

To whom it may concern:

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



Best Regards
Murilo Dalla Albino
NAM HVAC/R & Water Sales Director

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

Email albino@danfoss.com
Web: www.danfossdrives.com

SOLE SOURCE JUSTIFICATION

(Requester must complete Sections A and B and attach copy of sole source letter)

SECTION A - SOLE SOURCE PURCHASE:

Complete if sole source purchase is \$1,000 or over, AND competition is not available. Sole Source approvals are valid one year from approval date, unless specified elsewhere.

Supplies/Services Required (be specific): Danfoss variable Frequency Drives, soft starters, related accessories and services.

Company Name: Power & Pumps, Inc.

Employee Name: Ed Rashinskas

Ph: ext. 6602

Requested by: Ed Rashinskas

Dept.: Public Works – Environmental Services

Department Director: Stoney Brunson

Dept.: Public Works – Environmental Services

Estimated Annual Expenditure: \$100,000

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OTHER:

Provide below full explanations, details, complete descriptions, and relevant reasons to support the sole source justification:

Danfoss is the required replacement to existing Danfoss equipment in order to ensure compatability with other components and programs.

SECTION B - REQUESTER CERTIFICATION:

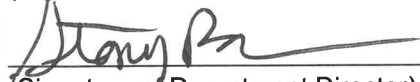
By submitting this request, I certify that the above justification/information is accurate and complete to the best of my knowledge and that I have no personal interests relative to this request.



(Signature of Requester)

1-6-25

(Date)



(Signature of Department Director)

1-7-25

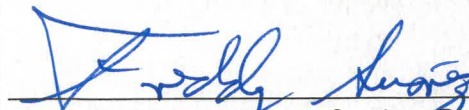
(Date)

SECTION C - TO BE COMPLETED BY THE PROCUREMENT SERVICES DIRECTOR:

Based on the information provided in Section A and attached supporting documents,

I concur ☒ / do not concur ☐ (see below) with purchase to be a Sole Source.

Do not concur for the following reason(s):



(Signature of Procurement Services Director)

1-29-25

(Date)

Danfoss Drives

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

Phone: 800.432.6367
815.639.8600

Fax: 815.639.8000

www.danfossdrives.com

January 3, 2025

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



Best Regards

Murilo Dalla Albino

NAM HVAC/R & Water Sales Director

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

Email albino@danfoss.com

Web: www.danfossdrives.com



REQUEST FOR INFORMATION

RFI 25-054

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

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

RELEASE DATE: January 16, 2025

DEADLINE FOR QUESTIONS: January 27, 2025

RESPONSE DEADLINE: January 27, 2025, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Clermont
REQUEST FOR INFORMATION

Justification of Sole Source Acquisition from Power & Pumps, Inc.

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

Attachments:

B - Vendor Information

E - OpenGov Vendor Registration

1. Introduction

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

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

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

1.1. Summary

Justification of Sole Source Acquisition from Power & Pumps, Inc.

1.2. Contact Information

Ramsey Jimenez

Senior Procurement Agent

685 W Montrose St

Clermont, FL 34711

Email: rjimenez@clermontfl.org

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

Department:

Public Services - Environmental Svcs.

1.3. Timeline

Solicitation Release Date	January 16, 2025
Question Deadline	January 27, 2025, 1:00pm
Response Deadline	January 27, 2025, 2:00pm

2. Response Procedures

2.1. Electronic Bidding System

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

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

2.2. Justification of Single/Sole Source Acquisition

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

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

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

Single/Sole Source Information

- A. Company Name: Power & Pumps, Inc.
- B. Product or Service Provided: Danfoss variable frequency drives, soft starters, related accessories, and services.
- C. Estimated Annual Expenditure: \$100,000
- D. Single/Sole Source Justification: Must match existing piece or brand of equipment and is available from only one vendor.

Action to be Taken

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

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

3. Sole/Single Source

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

*Response required



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, July 29, 2025		
Agenda Item Name		
Piggyback Term Contract <i>As-Needed Pumps Overhaul and Related Equipment Repair Services</i>		
Requested Action		
Approval to piggyback the Pasco County Term Contract No. IFB-RH-23-078 with PSI Technologies, Inc. to provide as-needed pumps overhaul and related equipment repair services for water, wastewater, and reclaim treatment plants 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 the Pasco County Term Contract No. IFB-RH-23-078, as a suitable procurement vehicle for as-needed pump overhaul and related equipment repair services for water, wastewater, and reclaim treatment plants. 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 two (2) additional one-year renewal periods at the City's discretion. The estimated contract value for the initial term is \$75,000, with a start date of August 1, 2025. This contract will provide as-needed pumps overhaul and related equipment repair services for water, wastewater, and reclaim treatment plants. Funding will be determined on a project-by-project basis and allocated from the Repair and Maintenance Systems, Account No. 41533-54612. 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		
To be determined on a project by project basis to the Water Fund account number 41533-54612.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$75,000	41533-54612, R&M Systems	\$150,500
Exhibits Attached (copies of original agreements)		

1.	IFB-RH-23-078 Agreement	IFB-RH-23-078 Agreement.pdf
2.	IFB-RH-23-078 Pricing	IFB-RH-23-078 Pricing.pdf
3.	IFB-RH-23-078 Bid Tabulation	IFB-RH-23-078 Bid Tabulation.pdf
4.	IFB-RH-23-078 Award Recommendation	IFB-RH-23-078 Award Recommendation.pdf

AGREEMENT

THIS AGREEMENT is entered by and between **PASCO COUNTY, FLORIDA**, by and through its Board of County Commissioners (hereinafter called "Owner") and **PSI TECHNOLOGIES INC** (hereinafter called "Contractor").

WITNESSETH:

WHEREAS, Owner desires to retain Contractor to provide **AS NEEDED PUMPS OVERHAUL AND RELATED EQUIPMENT REPAIR SERVICES FOR WATER, WASTEWATER, AND RECLAIM TREATMENT PLANTS**; and

WHEREAS, Owner has selected Contractor in accordance with competitive bidding procedures; and

WHEREAS, Contractor agrees to serve as Owner's Contractor for **AS NEEDED PUMPS OVERHAUL AND RELATED EQUIPMENT REPAIR SERVICES FOR WATER, WASTEWATER, AND RECLAIM TREATMENT PLANTS**, based upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises set forth hereinabove, and of the mutual promises hereinafter set forth, the sufficiency and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE 1 - WORK

Contractor will furnish all labor, materials, equipment and incidentals required to rebuild and repair pumping units and other related equipment and the purchase of repair or replacement parts for the various makes and models of the pumping units within Pasco County, as specified herein.

ARTICLE 2 – OWNER'S REPRESENTATIVE

The Project is administered by:

Public Infrastructure
Pasco County Utilities Department

Who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Owner's representative in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

- 3.1 Except as otherwise specified herein, **the Agreement shall remain in full force and effective from August 4, 2023, and continue through September 30, 2026**, unless otherwise terminated or extended as provided in this Agreement, subject to the Price Escalation terms described elsewhere herein, unless cancelled in writing by Pasco County and if funds are available. The County reserves

the right to extend the contract, under the same prices, terms and conditions as in the original contract approved by Pasco County for two additional one-year periods, as found to be in the best interest of the County. All contracts are subject to the appropriation of funds by Pasco County.

- 3.2 In the event that a properly executed Work Order initiated within the initial term of the Agreement, or Addendum to such Work Order requires or expressly permits work to be performed by the Contractor after termination of this Agreement, such WORK ORDER or Addendum to such Work Order shall automatically extend the effective period of the Agreement to coincide with the completion date delineated in the Work Order or Addendum to such Work Order.
- 3.3 Each Work Order will be completed within the time stipulated in the Work Order Form.
- 3.4 Liquidated Damages. The Contractor agrees that should the Contractor fail to complete the work as specified in any work as directed in the Work Order(s), the Contractor shall pay the Owner for delay and loss of use, and not as a penalty but as liquidated damages, the sum of One Hundred Dollars and 00/100 (\$100.00) for each calendar day after the date of completion listed in the Work Order. Default days will be counted in calendar days, excluding Sundays and legal holidays.

ARTICLE 4 - CONTRACT PRICE

- 4.1 The Owner shall pay the Contractor for completion of the Work in current funds and in accordance with the Contract Documents subject to the Not to Exceed amount of **\$1,629,000.00**, provided however, the Owner may increase this amount via unilateral Change Order.
- 4.2 All incidental costs, including allowances for profit and tools of the trade, must be included in the Contract bid prices.

ARTICLE 5 - CONFLICTS

- 5.1 To the extent there is a conflict regarding indemnification and contract term between the Instructions to bidders and this Agreement, the provisions of this Agreement will control.

ARTICLE 6 - TERMINATION OF AGREEMENT

- 6.1 In return for good and valuable consideration in the amount of \$100.00, the receipt of which is acknowledged by the Contractor, Owner may terminate or cancel this Agreement at its discretion and termination will be effective, with cause immediately or without cause after 30 days, after written notice has been provided to the Contractor.
- 6.2 Following termination, Owner shall make a settlement with the Contractor upon a pro rata basis as determined by Owner, which will fix the value of the Services performed by the Contractor prior to the termination or cancellation of this Agreement.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 7.1 Contractor has familiarized 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.
- 7.2 Contractor understands the estimate of quantities of the various items of work and materials, if set forth in the Proposal Form, is approximate only and is given solely to be used as a uniform basis for the comparison of Proposals. The quantities actually required to complete the work may be less or more than so estimated, and, if awarded a contract for the work specified, the Contractor agrees that he will not make any claim for damages or for loss of profits or for an extension of time because of a difference between the quantities of the various classes of work assumed for comparison of Proposals and quantities of work actually performed. The Owner further reserves the right to vary the quantities in any amount.

ARTICLE 8 - CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire Agreement between Owner and Contractor concerning the Work, consist of the following:

- 8.1 This Agreement.
- 8.2 Invitation to Bid.
- 8.3 Instructions to Bidders.
- 8.4 Conditions of Contract.
- 8.5 Proposal and Bid Forms.
- 8.6 Insurance Certificates.
- 8.7 Contract Forms
- 8.8 Specifications.
- 8.9 Exhibits.
- 8.10 Addenda numbers 1 to 1 inclusive.

- 8.11 Documents submitted by Contractor prior to Notice of Award (Bid Form, Offeror Information/Certification Form, Bidder's Experience List, Key Personnel List, Miscellaneous Bid Form, and Shop Evaluation Form, inclusive).
- 8.12 The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All written WORK ORDERS or authorizations; all written amendments; and all other documents amending, modifying, or supplementing the Contract Documents.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified, or supplemented as provided in the Conditions of Contract section of the Contract Documents.

ARTICLE 9 - SUBCONTRACTORS

The Contractor shall not sublet, assign, or transfer any Goods and/or Services specifically set forth under this Agreement without the prior written consent of Owner. All persons used by the Contractor for fulfilling the requirements of this Agreement must be employees of the Contractor.

ARTICLE 10 – INDEMNIFICATION

- 10.1 The CONTRACTOR shall indemnify and hold harmless the COUNTY and the employees and agents of the COUNTY from, and against, all liabilities, claims, suits, demands, damages, losses, and expenses, including, but not limited to, attorneys' fees, arising out of, or resulting from, the performance of the Work, provided that any such liability, claim, suit, demand, damage, loss, or expense: (a) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and (b) to the extent caused by an act or omission of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.
- 10.2 In any and all claims against the COUNTY, or against any of the agents or employees of the COUNTY, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph will not be limited in any way as to the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen's compensation acts, disability benefit acts, or other employee benefit acts.
- 10.3 The CONTRACTOR shall indemnify and hold harmless the COUNTY, and anyone directly or indirectly employed by the COUNTY from and against all claims, suits, demands, damages, losses, and expenses including, but not limited to, attorneys' fees, arising out of any infringement of patent rights, copyrights, trademarks, trade dress, or other intellectual property rights held by others, and shall defend all such claims in connection with any alleged infringement of such rights.

- 10.4 The CONTRACTOR shall, at the option of the COUNTY, underwrite on an interim basis all expenses associated with the legal defense of the COUNTY, pending the outcome of any litigation through appeal, with respect to any liabilities, claims, suits, demands, damages, losses, and expenses, including, but not limited to, attorneys' fees, for which the CONTRACTOR may be liable to the COUNTY, in whole or in part, pursuant to 10.1 – 10.3 above, irrespective of whether said liabilities, claims, suits, demands, damages, losses, and expenses, including, but not limited to, attorneys' fees, may ultimately be found by a court of law to have been caused, in whole or in part, by the negligence or other fault of the COUNTY. In discharging this duty to the COUNTY, the CONTRACTOR shall strictly account to the COUNTY on a monthly basis for all expenditures so incurred. Upon the conclusion of any litigation through appeal, to the extent that the CONTRACTOR has been found less than fully liable for any liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, the COUNTY shall reimburse the CONTRACTOR for that portion of the reasonable costs of underwriting the legal defense of the COUNTY.
- 10.5 With respect to, and in consideration for, the indemnification provided herein by the CONTRACTOR, as well as the duty of the CONTRACTOR, at the option of the COUNTY, to underwrite the legal defense of the COUNTY pending the outcome of any litigation through appeal, the COUNTY agrees to pay to the CONTRACTOR, as separate consideration, the sum of \$100.00, the sufficiency and receipt of which is hereby acknowledged.
- 10.6 Notwithstanding any language to the contrary which may be contained herein, the ultimate duty of the CONTRACTOR to indemnify and hold the COUNTY harmless under this Article will be limited to the extent that any liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, are caused by the negligence, recklessness, or intentional wrongful misconduct of the indemnifying party and persons employed or utilized by the indemnifying party in the performance of the construction contract.

ARTICLE 11 - MISCELLANEOUS

- 11.1 Contractor shall provide Goods and/or perform all Services under this Agreement as an independent contractor. Contractor will not be considered an agent of Owner nor will Contractor's subcontractors, suppliers, experts, or other persons, or organizations retained or utilized by the Contractor be considered agents of Owner.
- 11.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

- 11.3 Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.
- 11.4 The Contractor hereby guarantees all work performed in accordance with the terms of the Contract with Owner against defects due to faulty workmanship or materials for a period of 365 days from the date of service. During the period of the guarantee, the Contractor agrees to make all repairs necessitated by reason of faulty workmanship or materials at no cost to the owner, subject to the following additional conditions.
- 11.4.1 This guarantee is in addition to factory warranties covering certain equipment where applicable under contract.
- 11.4.2 Nothing herein contained will serve to modify or limit the obligations of the Contractor to faithfully fulfill and complete its obligations under the Contract.
- 11.4.3 Specifically excluded from this guarantee is maintenance of equipment or repair of any damage caused by normal wear and tear, fire, windstorm, or other casualties.
- 11.5 The Agreement will be governed by and construed under the laws of the State of Florida.
- 11.6 Venue for any action arising under this Agreement will lie in Pasco County, Florida at the West Pasco Judicial Center.
- 11.7 During the performance of this Agreement, the CONTRACTOR herein assures the COUNTY that said CONTRACTOR is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and The Florida Civil Rights Act of 1992 in that the CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against the employees of the CONTRACTOR or its applicants for employment. The CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, the CONTRACTOR herein assures the COUNTY that said CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964 when any Federal grant is involved. Other applicable Federal and State laws, executive orders and regulations prohibiting the type of discrimination as hereinabove delineated are included by this reference thereto. This Statement of Assurance shall be interpreted to include Vietnam Era Veterans and Disabled Veterans within its protective range of applicability.
- 11.8 Any notices or other writings permitted or required to be delivered as described and required under the provisions of this Agreement must be delivered by sending the notice by Certified Mail, Return Receipt Requested, and addressed as follows:

If to Owner:

Pasco County Utilities
19420 Central Boulevard
Land O' Lakes, FL 34637

Attention: Branford Adumuah
Assistant County Administrator, Public Infrastructure

If to the Contractor:

PSI Technologies Inc
151 N Nob Hill Road
Suite 293
Plantation, FL 33324

Attention: Tommy Nichols
Engineered Product Sales

ARTICLE 12 – LAW COMPLIANCE

Each party will comply will all applicable Federal, State and Local laws, rules, regulations and guidelines, related to performance under this Agreement. In particular, the Contractor verifies and affirms that it is in compliance with 8 USC Sec. 1324 prohibiting the employment either directly or by contract, subcontract or exchange of unauthorized aliens in the United States. The County will consider the employment of unauthorized aliens by any Contractor during the term of the Agreement a violation of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of this Agreement by the County.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly qualified representatives on the date noted below.

CONTRACTOR,
PSI TECHNOLOGIES INC

WITNESS:

Nick Blevins

By: Patti Marchetti

Date: _____

Patti Marchetti
Name

(SEAL)



ATTEST:



APPROVED
IN SESSION
OCT 10 2023
PASCO COUNTY
BCC

OWNER,
PASCO COUNTY, FLORIDA

By: Jack Mariano
Jack Mariano, CHAIRMAN

Date: _____

NOTARY ACKNOWLEDGMENT

STATE OF FLORIDA }
COUNTY OF BROWARD } ss
}

The foregoing instrument was acknowledged before me by means of ☒ physical presence or
☐ online notarization on this 14 day of August, 2023, by *[as applicable, complete one of the choices below]*:

FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] Patti Marchetti, who executed the foregoing instrument as [Title] Director/Secretary/Treasurer
of [Corporation or Company Name] PSI Technologies Inc, a [check one] ☒ corporation ☐ limited liability
company, organized under the laws of [State] Florida, and who severally and duly acknowledged the
execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

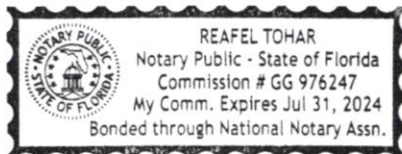
FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name]

FOR PARTNERSHIP:

[Name] _____ Partner (or Agent), on behalf of [Name of Partnership]
_____, a [State] _____ partnership.

Said person is personally known to me or has produced _____ as identification on behalf of
[Name, or Name of Corporation, Company, Partnership as applicable]: PSI Technologies Inc



[Signature]
Signature of person taking acknowledgment

Reafel Tohar
Name typed, printed or stamped

Notary Public
Title or rank

Serial number (if any)

PSI TECHNOLOGIES INC

Primary Responses

Success: All data is valid!

Status	Bid/No Bid Decision	#	Item	Quantity Required	Numeric	Total Cost
					Unit Price	

COMPLETE PUMP OVERHAUL LABOR RATES - EMERGENCY SERVICES

Success: All values provided	Bid	#1-1	Machinist, Lathe Operator	100	\$ 35.00	\$ 3,500.00
Success: All values provided	Bid	#1-2	In House Shop Technician	100	\$ 40.00	\$ 4,000.00
Success: All values provided	Bid	#1-3	Field Service/Repair Technician	100	\$ 40.00	\$ 4,000.00
Success: All values provided	Bid	#1-4	Additional Helper - Unskilled	100	\$ 0.00	\$ 0.00

COMPLETE PUMP OVERHAUL REGULAR HOURLY LABOR RATES - AS NEEDED SERVICES

Success: All values provided	Bid	#2-1	Machinist, Lathe Operator	200	\$ 65.00	\$ 13,000.00
Success: All values provided	Bid	#2-2	In House Shop Technician	500	\$ 65.00	\$ 32,500.00
Success: All values provided	Bid	#2-3	Field Service/Repair Technician	400	\$ 45.00	\$ 18,000.00
Success: All values provided	Bid	#2-4	Additional Helper - Unskilled	200	\$ 0.00	\$ 0.00

EQUIPMENT HOURS

Success: All values provided	Bid	#3-1	Lifting Crane (Up to 30 ton - 75 ft reach) with one (1) Operator	200	\$ 70.00	\$ 14,000.00
Success: All values provided	Bid	#3-2	Lifting Crane (Over 30 ton - 125 ft reach) with one (1) Operator and one (1) Helper	200	\$ 100.00	\$ 20,000.00
Success: All values provided	Bid	#3-3	Light Equipment	200	\$ 30.00	\$ 6,000.00
Success: All values provided	Bid	#3-4	Heavy Equipment	200	\$ 75.00	\$ 15,000.00

MISCELLANEOUS BID FORM

PSI TECHNOLOGIES INC.

BIDDER'S NAME: _____**AS NEEDED PUMPS OVERHAUL AND RELATED EQUIPMENT REPAIR SERVICES FOR
WATER, WASTEWATER, AND RECLAIM TREATMENT PLANTS**

**Pasco County reserves the right to award multiple and different bidders for each completed section with qualifications submitted with this bid form.

Item No.	Estimated Qty.	Unit	Description	Hourly Rate	Total
COMPLETE PUMP OVERHAUL LABOR RATES-EMERGENCY SERVICES					
1	100	HRS	Machinist, Lathe Operator	\$ 35.00	\$ 3,500.00
2.	100	HRS	In House Shop Technician	\$ 40.00	\$ 4,000.00
3.	100	HRS	Field Service/Repair Technician	\$ 40.00	\$ 4,000.00
4.	100	HRS	Additional Helper - Unskilled	\$ 00.00	\$ 00.00
COMPLETE PUMP OVERHAUL REGULAR HOURLY LABOR RATES-AS NEEDED SERVICES					
5.	200	HRS	Machinist, Lathe Operator	\$ 65.00	\$ 13,000.00
6.	500	HRS	In House Shop Technician	\$ 65.00	\$ 32,500.00
7.	400	HRS	Field Service/Repair Technician	\$ 45.00	\$ 18,000.00
8.	200	HRS	Additional Helper - Unskilled	\$ 00.00	\$ 00.00

Item No.	Estimated Qty.	Unit	Description	Hourly Rate	Total
EQUIPMENT HOURS					
9.	200	HRS	Lifting Crane (Up to 30 ton - 75 ft reach) with one (1) Operator	\$ 70.00	\$ 14,000.00
10.	200	HRS	Lifting Crane (Over 30 ton - 125 ft reach) with one (1) Operator and one (1) Helper	\$ 100.00	\$ 20,000.00
11.	200	HRS	Light Equipment	\$ 30.00	\$ 6,000.00
12.	200	HRS	Heavy Equipment	\$ 75.00	\$ 15,000.00
GRAND TOTAL FOR ALL ITEMS 1-12					\$ 130,000.00
Item No.	Annual Estimated Qty.	Unit	Description	Total	
MISCELLANEOUS					
13.	1	LS	Materials Allowance for non-consumable materials and parts authorized in writing by the County to be incorporated into the work.	\$100,000	
14.	1	LS	Allowance for extra work authorized in writing by the County.	\$50,000	
15.	1	LS	Indemnification and Termination for Convenience in accordance with the Agreement.	\$200	
GRAND TOTAL FOR ALL ITEMS 1-15					\$ 280,200.00

IFB-RH-23-078 - BID TABULATION

					CEC Motor & Utility Services		PSI Technologies, Inc.	
				Total Cost	\$ 418,000.0		\$ 130,000.0	
				Selected #	0		0	
				Selected (\$)	\$ 0		\$ 0	
#	Items	Selected	Lowest	Quantity Required	Unit Price	Total Cost	Unit Price	Total Cost
1								
#1-1	Machinist, Lathe Operator	\$ 0	\$ 3,500.0	100	\$ 90	\$ 9,000.0	\$ 35	\$ 3,500.0
#1-2	In House Shop Technician	\$ 0	\$ 4,000.0	100	\$ 60	\$ 6,000.0	\$ 40	\$ 4,000.0
#1-3	Field Service/Repair Technician	\$ 0	\$ 4,000.0	100	\$ 125	\$ 12,500.0	\$ 40	\$ 4,000.0
#1-4	Additional Helper - Unskilled	\$ 0	\$ 0	100	\$ 75	\$ 7,500.0	\$ 0	\$ 0
2								
#2-1	Machinist, Lathe Operator	\$ 0	\$ 13,000.0	200	\$ 90	\$ 18,000.0	\$ 65	\$ 13,000.0
#2-2	In House Shop Technician	\$ 0	\$ 30,000.0	500	\$ 60	\$ 30,000.0	\$ 65	\$ 32,500.0
#2-3	Field Service/Repair Technician	\$ 0	\$ 18,000.0	400	\$ 125	\$ 50,000.0	\$ 45	\$ 18,000.0
#2-4	Additional Helper - Unskilled	\$ 0	\$ 0	200	\$ 75	\$ 15,000.0	\$ 0	\$ 0
3								
#3-1	Lifting Crane (Up to 30 ton - 75 ft reach) with one (1) Operator	\$ 0	\$ 14,000.0	200	\$ 300	\$ 60,000.0	\$ 70	\$ 14,000.0
#3-2	Lifting Crane (Over 30 ton - 125 ft reach) with one (1) Operator and one (1) Helper	\$ 0	\$ 20,000.0	200	\$ 600	\$ 120,000.0	\$ 100	\$ 20,000.0
#3-3	Light Equipment	\$ 0	\$ 6,000.0	200	\$ 150	\$ 30,000.0	\$ 30	\$ 6,000.0
#3-4	Heavy Equipment	\$ 0	\$ 15,000.0	200	\$ 300	\$ 60,000.0	\$ 75	\$ 15,000.0

**PUBLIC INFRASTRUCTURE
UTILITIES OPERATIONS & MAINTENANCE**

**INTEROFFICE
MEMORANDUM**

MEMO NO: UTOM23-0398

DATE: July 14, 2023

TO: Carrie C. Roberts, NIGP-CPP, CPPO, C.P.M., Purchasing Director

FROM: Thomas R. Marinelli, Interim Utilities Operations and Maintenance Director **Tom Marinelli**

SUBJECT: Award of Bid – As Needed Pumps Overhaul and Related Equipment Repair Services for Water and Wastewater Plants – PSI Technologies, Inc. – \$2,685,000.00

REFERENCES: Bid No. IFB-RH-23-078

Digitally signed by
Tom Marinelli
Date: 2023.07.17
10:12:19 -04'00'

The Utilities Operations and Maintenance Department has reviewed and evaluated the bid results for the above referenced solicitation and concurs with Purchasing to award to the lowest responsive and responsible bidder, PSI Technologies, Inc.

Funding in the amount of \$45,000.00 is budgeted and available for Fiscal Year (FY) 2023 in the Water and Wastewater Unit Fund, Utilities Operations and Maintenance Department. Funding in the amount of \$528,000.00 will be budgeted for FY 2024, \$528,000.00 for FY 2025, \$528,000.00 for FY 2026, \$528,000.00 for FY 2027 and \$528,000.00 for FY 2028, contingent upon approval from the Board of County Commissioners of the various budgets.

Attachment: Bid Copy

cc: Stew Shook, Maintenance Supervisor, Operations & Maintenance
Jessica Glenn, Accountant III, PI Fiscal and Business Administration Department
Shannon Pointec, Project Coordinator III, PI Fiscal and Business Administration Department



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, July 29, 2025		
Agenda Item Name		
Request for Qualification Award <i>On-Call Professional Architectural Services</i>		
Requested Action		
Requesting approval to award Request for Qualification number 25-075 and execute a term contract with Powell Studio Architecture, OLC Architecture, and Bentley Group to provide on-call professional architectural services.		
Staff Report		
The Evaluation Committee recommends approval of this action. The current contract for on-call professional architectural services expires on August 12, 2025, and there are no more contract renewals. The Procurement Services Department issued Request for Qualification No. 25-075 on April 24, 2025, to solicit qualifications from architecture firms to provide architecture-related services on an as-needed basis to support various city projects. The solicitation was formally advertised and fully complies with the City of Clermont's Procurement Policy and Procedures. A total of ten responses were received. An Evaluation Committee consisting of three city staff members reviewed, scored, and ranked the proposals. Powell Studio Architecture, OLC Architecture, and Bentley Group were the top three-ranked firms, selected for their qualifications, knowledge, and experience in public building designs, renovations, site planning, and other architectural services. The award recommendation is being made to the three most qualified architecture firms: Powell Studio Architecture, OLC Architecture, and Bentley Group. The initial contract term is three years, with the option for up to three additional one-year renewals at the City's discretion. The start date of these agreements is August 13, 2025.		
Additional Analysis		
Fiscal Impact Summary		
There is no fiscal impact.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFQ 25-075 Response Tabulation	RFQ 25-075 Response Tabulation.pdf	
2. RFQ 25-075 Evaluation Tabulation - Details	RFQ 25-075 Evaluation Tabulation - Details.pdf	



RESPONSE TABULATION

**RFQ 25-075, ON-CALL PROFESSIONAL ARCHITECTURAL SERVICES
SOLICITATION DEADLINE: MAY 29, 2025 AT 2:00 P.M. (EST)**

COMPANY NAME, CITY, STATE
Bentley Group, Inc. – Longwood, FL
Cormia Design Group, LLC. – Orlando, FL
CPH Consuting, LLC. – Sanford, FL
Forefront Architecture & Engineering, LLC. – Clermont, FL
GatorSkitch Corporation – Clermont, FL
KTH Architects, Inc. – Orlando, FL
Kubo Studio, LLC. (RFP Marketing Response) – Orlando, FL
Ohlson Lavoie Corporation, Orlando, FL
Powell Studio Architecture, LLC. – Clermont, FL
Rendering Plans, Inc. d/b/a RPI Design Studio – Orlando, FL



EVALUATION TABULATION
RFQ No. RFQ 25-075
On-Call Professional Architectural Services
RESPONSE DEADLINE: May 29, 2025, at 2:00 pm

PHASE 1

EVALUATORS

Name	Title
Tracy Howe	City Clerk
James Maiworm	Assistant Director of Public Services
Dan Matthys	Deputy City Manager

MEETING SUMMARY

The Evaluation Committee convened on Monday, July 9, 2025, at 2:00 P.M. to receive and discuss the evaluation results for the On-Call Architectural Services solicitation. Each committee member submitted their scores electronically via the OpenGov RFP Evaluation software. During the meeting, the Procurement Services Director presented a consolidated summary of the scores for committee review and discussion. All proposals were submitted electronically in PDF format; no hard copy submissions were received.

After reviewing the consolidated scores, the committee unanimously agreed to rank the firms based on their total average scores. The top three firms, Powell Studio Architecture, OLC Architecture, and Bentley Group, were selected for award recommendation under the On-Call Architectural Services agreement.

AGGREGATE SCORES SUMMARY

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Average Total Score (Max Score 100)
Powell Studio Architecture	94 (1)	83 (4)	85.5 (1)	87.5
OLC Architecture, Interiors and Aquatics	85.5 (6)	82 (5)	84 (2)	83.83
Bentley Group, Inc.	87.5 (5)	89 (1)	74.5 (4)	83.67
CPH Consulting, LLC	88 (3.5)	86.5 (2)	64 (7)	79.5
GatorSkitch Corporation	93.5 (2)	76 (7)	66.5 (6)	78.67
Forefront Architecture and Engineering	81.5 (8)	76.5 (6)	76 (3)	78
Cormia Design Group	78 (9)	85.5 (3)	70 (5)	77.83
RFP Marketing	88 (3.5)	73 (8)	63 (8)	74.67
KTH Architects, Inc.	84 (7)	70 (9)	60.5 (9)	71.5
Rendering Plans Inc	25.5 (10)	49 (10)	46 (10)	40.17

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Executive Summary and Introduction 0-10 Points 10 Points (10%)	License & Insurance 0-5 Points 5 Points (5%)	Firm & Team Experience 0-10 Points 20 Points (20%)	Project Manager Experience 0-10 Points 30 Points (30%)	Team Qualifications & Resumes 0-10 Points 15 Points (15%)	References and Sub- Consultants 0-10 Points 5 Points (5%)	Business Location 0-5 Points 5 Points (5%)	Quality of Submittal 0-10 Points 10 Points (10%)	Total Score (Max Score 100)
Powell Studio Architecture	8.7	5	9	8.3	8.3	8.7	5	9	87.5
OLC Architecture, Interiors and Aquatics	7.7	5	8.3	9	8.3	8.7	2	8.7	83.83

EVALUATION TABULATION

RFQ No. RFQ 25-075

On-Call Professional Architectural Services

Vendor	Executive Summary and Introduction 0-10 Points 10 Points (10%)	License & Insurance 0-5 Points 5 Points (5%)	Firm & Team Experience 0-10 Points 20 Points (20%)	Project Manager Experience 0-10 Points 30 Points (30%)	Team Qualifications & Resumes 0-10 Points 15 Points (15%)	References and Sub-Consultants 0-10 Points 5 Points (5%)	Business Location 0-5 Points 5 Points (5%)	Quality of Submittal 0-10 Points 10 Points (10%)	Total Score (Max Score 100)
Bentley Group, Inc.	8.7	5	9	8	9	8.3	2	8.3	83.67
CPH Consulting, LLC	8.7	5	8.7	7	8.7	8.3	2	8.3	79.5
GatorSketch Corporation	7.3	5	8	7.7	7.7	7.7	5	7	78.67
Forefront Architecture and Engineering	7.7	5	8.3	7	8	6.7	5	7.3	78
Cormia Design Group	7	5	7.7	8	8.3	8.7	2	7.7	77.83
RFP Marketing	7.3	1	8	8	8	8	2	8.3	74.67
KTH Architects, Inc.	7.3	5	6.7	7.3	7.7	7.3	2	6.7	71.5
Rendering Plans Inc	4.7	5	3	3.7	4.7	3	2	3	40.17

EVALUATION TABULATION

Request For Qualification - On-Call Professional Architectural Services

Page 3

INDIVIDUAL PROPOSAL SCORES

Bentley Group, Inc.	
Executive Summary and Introduction 0-10 Points 10 Points (10%)	
	Evaluator 1: 10
	Evaluator 2: 10
	Evaluator 3: 6
A lot of experience with engineering services and some architecture services.	
License & Insurance 0-5 Points 5 Points (5%)	
	Evaluator 1: 5
	Evaluator 2: 5
	Evaluator 3: 5
Firm & Team Experience 0-10 Points 20 Points (20%)	
	Evaluator 1: 9
	Evaluator 2: 10
	Evaluator 3: 8
Customer satisfaction on projects was high.	
Project Manager Experience 0-10 Points 30 Points (30%)	
	Evaluator 1: 8
	Evaluator 2: 8
	Evaluator 3: 8

Project Manager has a lot of experience in architecture and project management.

Team Qualifications & Resumes 0-10 Points 15 Points (15%)
--

Evaluator 1: 10

Evaluator 2: 10

Evaluator 3: 7

References and Sub-Consultants 0-10 Points 5 Points (5%)

Evaluator 1: 9

Evaluator 2: 8

Evaluator 3: 8

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

Evaluator 1: 2

Evaluator 2: 2

Evaluator 3: 2

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

Evaluator 1: 9

Evaluator 2: 9

Evaluator 3: 7

Submittal was professional and very good.

Cormia Design Group	
Executive Summary and Introduction 0-10 Points 10 Points (10%)	
	Evaluator 1: 7
	Evaluator 2: 8
	Evaluator 3: 6
License & Insurance 0-5 Points 5 Points (5%)	
	Evaluator 1: 5
	Evaluator 2: 5
	Evaluator 3: 5
Firm & Team Experience 0-10 Points 20 Points (20%)	
	Evaluator 1: 8
	Evaluator 2: 8
	Evaluator 3: 7
Project Manager Experience 0-10 Points 30 Points (30%)	
	Evaluator 1: 8
	Evaluator 2: 9
	Evaluator 3: 7
Team Qualifications & Resumes 0-10 Points 15 Points (15%)	
	Evaluator 1: 8

Evaluator 2: 9

Evaluator 3: 8

References and Sub-Consultants | 0-10 Points | 5 Points (5%)

Evaluator 1: 10

Evaluator 2: 10

Evaluator 3: 6

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

Evaluator 1: 2

Evaluator 2: 2

Evaluator 3: 2

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

Evaluator 1: 7

Evaluator 2: 9

Evaluator 3: 7

CPH Consulting, LLC

Executive Summary and Introduction | 0-10 Points | 10 Points (10%)

Evaluator 1: 10

Evaluator 2: 8

Evaluator 3: 8

good approach

License & Insurance 0-5 Points 5 Points (5%)
Evaluator 1: 5
Evaluator 2: 5
Evaluator 3: 5

Firm & Team Experience 0-10 Points 20 Points (20%)
Evaluator 1: 9
Evaluator 2: 9
Evaluator 3: 8

wide variety of products

Project Manager Experience 0-10 Points 30 Points (30%)
Evaluator 1: 8
Evaluator 2: 9
Evaluator 3: 4

limited in project managers to choose from.

Team Qualifications & Resumes 0-10 Points 15 Points (15%)
Evaluator 1: 10
Evaluator 2: 9
Evaluator 3: 7

References and Sub-Consultants 0-10 Points 5 Points (5%)
--

Evaluator 1: 10
Evaluator 2: 8
Evaluator 3: 7

good references

Business Location 0-5 Points 5 Points (5%)
Evaluator 1: 2
Evaluator 2: 2
Evaluator 3: 2

Quality of Submittal 0-10 Points 10 Points (10%)
Evaluator 1: 9
Evaluator 2: 9
Evaluator 3: 7

Forefront Architecture and Engineering
Executive Summary and Introduction 0-10 Points 10 Points (10%)
Evaluator 1: 8
Evaluator 2: 7
Evaluator 3: 8

License & Insurance 0-5 Points 5 Points (5%)
Evaluator 1: 5

Evaluator 2: 5

Evaluator 3: 5

Firm & Team Experience | 0-10 Points | 20 Points (20%)

Evaluator 1: 9

Evaluator 2: 8

Evaluator 3: 8

Many regional examples

Project Manager Experience | 0-10 Points | 30 Points (30%)

Evaluator 1: 7

Evaluator 2: 7

Evaluator 3: 7

multiple project managers

Team Qualifications & Resumes | 0-10 Points | 15 Points (15%)

Evaluator 1: 10

Evaluator 2: 7

Evaluator 3: 7

References and Sub-Consultants | 0-10 Points | 5 Points (5%)

Evaluator 1: 5

Evaluator 2: 8

Evaluator 3: 7

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

Evaluator 1: 5

Evaluator 2: 5

Evaluator 3: 5

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

Evaluator 1: 7

Evaluator 2: 8

Evaluator 3: 7

GatorSkitch Corporation

Executive Summary and Introduction | 0-10 Points | 10 Points (10%)

Evaluator 1: 9

Evaluator 2: 7

Evaluator 3: 6

License & Insurance | 0-5 Points | 5 Points (5%)

Evaluator 1: 5

Evaluator 2: 5

Evaluator 3: 5

Firm & Team Experience | 0-10 Points | 20 Points (20%)

Evaluator 1: 10

Evaluator 2: 7

Evaluator 3: 7

A lot of unique experience

Project Manager Experience | 0-10 Points | 30 Points (30%)

Evaluator 1: 9

Evaluator 2: 8

Evaluator 3: 6

limited in project managers

Team Qualifications & Resumes | 0-10 Points | 15 Points (15%)

Evaluator 1: 10

Evaluator 2: 7

Evaluator 3: 6

References and Sub-Consultants | 0-10 Points | 5 Points (5%)

Evaluator 1: 9

Evaluator 2: 7

Evaluator 3: 7

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

Evaluator 1: 5

Evaluator 2: 5

Evaluator 3: 5

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

Evaluator 1: 8

Evaluator 2: 7

Evaluator 3: 6

KTH Architects, Inc.

Executive Summary and Introduction | 0-10 Points | 10 Points (10%)

Evaluator 1: 8

Evaluator 2: 7

Evaluator 3: 7

License & Insurance | 0-5 Points | 5 Points (5%)

Evaluator 1: 5

Evaluator 2: 5

Evaluator 3: 5

Firm & Team Experience | 0-10 Points | 20 Points (20%)

Evaluator 1: 8

Evaluator 2: 7

Evaluator 3: 5

experience heavily focused on fire stations

Project Manager Experience | 0-10 Points | 30 Points (30%)

Evaluator 1: 9

Evaluator 2: 7

Evaluator 3: 6

a lot of experience in fire stations and well-liked by clients.

Team Qualifications & Resumes | 0-10 Points | 15 Points (15%)

Evaluator 1: 10

Evaluator 2: 7

Evaluator 3: 6

References and Sub-Consultants | 0-10 Points | 5 Points (5%)

Evaluator 1: 8

Evaluator 2: 7

Evaluator 3: 7

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

Evaluator 1: 2

Evaluator 2: 2

Evaluator 3: 2

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

Evaluator 1: 7

Evaluator 2: 7

Evaluator 3: 6

OLC Architecture, Interiors and Aquatics

Executive Summary and Introduction | 0-10 Points | 10 Points (10%)

Evaluator 1: 8

Evaluator 2: 8

Evaluator 3: 7

License & Insurance | 0-5 Points | 5 Points (5%)

Evaluator 1: 5

Evaluator 2: 5

Evaluator 3: 5

Firm & Team Experience | 0-10 Points | 20 Points (20%)

Evaluator 1: 8

Evaluator 2: 8

Evaluator 3: 9

A wealth of experience nationally and internationally.

Project Manager Experience | 0-10 Points | 30 Points (30%)

Evaluator 1: 9

Evaluator 2: 9

Evaluator 3: 9

Team Qualifications & Resumes | 0-10 Points | 15 Points (15%)

Evaluator 1: 9

Evaluator 2: 8

Evaluator 3: 8

References and Sub-Consultants | 0-10 Points | 5 Points (5%)

Evaluator 1: 10

Evaluator 2: 8

Evaluator 3: 8

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

Evaluator 1: 2

Evaluator 2: 2

Evaluator 3: 2

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

Evaluator 1: 9

Evaluator 2: 8

Evaluator 3: 9

Powell Studio Architecture

Executive Summary and Introduction | 0-10 Points | 10 Points (10%)

Evaluator 1: 10

Evaluator 2: 8

Evaluator 3: 8

License & Insurance | 0-5 Points | 5 Points (5%)

Evaluator 1: 5

Evaluator 2: 5

Evaluator 3: 5

Firm & Team Experience | 0-10 Points | 20 Points (20%)

Evaluator 1: 10

Evaluator 2: 8

Evaluator 3: 9

A lot of local experience

Project Manager Experience | 0-10 Points | 30 Points (30%)

Evaluator 1: 9

Evaluator 2: 8

Evaluator 3: 8

Project management team is very familiar with Clermont

Team Qualifications & Resumes | 0-10 Points | 15 Points (15%)

Evaluator 1: 9

Evaluator 2: 8

Evaluator 3: 8

team has a great deal of experience locally and regionally

References and Sub-Consultants | 0-10 Points | 5 Points (5%)

Evaluator 1: 9

Evaluator 2: 8

Evaluator 3: 9

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

Evaluator 1: 5

Evaluator 2: 5

Evaluator 3: 5

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

Evaluator 1: 9

Evaluator 2: 9

Evaluator 3: 9

Rendering Plans Inc

Executive Summary and Introduction | 0-10 Points | 10 Points (10%)

Evaluator 1: 5

Evaluator 2: 5

Evaluator 3: 4

License & Insurance | 0-5 Points | 5 Points (5%)

Evaluator 1: 5

Evaluator 2: 5

Evaluator 3: 5

Firm & Team Experience | 0-10 Points | 20 Points (20%)

Evaluator 1: 1

Evaluator 2: 4

Evaluator 3: 4

Project Manager Experience | 0-10 Points | 30 Points (30%)

Evaluator 1: 1

Evaluator 2: 5

Evaluator 3: 5

Team Qualifications & Resumes | 0-10 Points | 15 Points (15%)

Evaluator 1: 5

Evaluator 2: 5

Evaluator 3: 4

References and Sub-Consultants | 0-10 Points | 5 Points (5%)

Evaluator 1: 0

Evaluator 2: 5

Evaluator 3: 4

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

Evaluator 1: 2

Evaluator 2: 2

Evaluator 3: 2

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

Evaluator 1: 1

Evaluator 2: 4

Evaluator 3: 4

RFP Marketing

Executive Summary and Introduction | 0-10 Points | 10 Points (10%)

Evaluator 1: 8

Evaluator 2: 8

Evaluator 3: 6

License & Insurance | 0-5 Points | 5 Points (5%)

Evaluator 1: 1

Evaluator 2: 1

Evaluator 3: 1

Firm & Team Experience | 0-10 Points | 20 Points (20%)

Evaluator 1: 10

Evaluator 2: 8

Evaluator 3: 6

a lot of medical experience and small projects.

Project Manager Experience | 0-10 Points | 30 Points (30%)

Evaluator 1: 9

Evaluator 2: 8

Evaluator 3: 7

Team Qualifications & Resumes | 0-10 Points | 15 Points (15%)

Evaluator 1: 10

Evaluator 2: 7

Evaluator 3: 7

References and Sub-Consultants | 0-10 Points | 5 Points (5%)

Evaluator 1: 10

Evaluator 2: 7

Evaluator 3: 7

many sub-consultants and good references.

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

Evaluator 1: 2
Evaluator 2: 2
Evaluator 3: 2
Quality of Submittal 0-10 Points 10 Points (10%)
Evaluator 1: 10
Evaluator 2: 8
Evaluator 3: 7



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, July 29, 2025		
Agenda Item Name		
Contract Amendment <i>Building Official Services</i>		
Requested Action		
Requesting approval of the second amendment to the contract between the City of Clermont and Willdan Engineering, Inc., to add Building Code Administrator or Building Official services.		
Staff Report		
The Procurement Services Department, in coordination with the City Manager's Office, recommends approval of this action.		
Additional Analysis		
Fiscal Impact Summary		
The estimated contract expenditure for Fiscal Year 25-26 is \$300,000, which is accounted for in the proposed budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Exhibit A	Exhibit A.pdf	

EXHIBIT “A”
STATEMENT OF WORK

1 – SCOPE OF SERVICES

The Building Code Administrator or Building Official is to administrate, supervise, direct, enforce, or perform the permitting and inspection of construction, alteration, repair, remodeling, or demolition of structures and the installation of building systems within the boundaries of their governmental jurisdiction, when permitting is required, to ensure compliance with the Florida Building Code and any applicable local technical amendment to the Florida Building Code.

The Building Official will review construction plans to ensure compliance with all applicable sections of the code. The construction plans will be reviewed before the issuance of any building, system installation, or other construction permit. The review of construction plans shall be done by the building code administrator or Building Official or by a person having the appropriate plans examiner license issued under this chapter.

The Building Official shall ensure that an inspection of each phase of construction where a building or other construction permit has been issued. The building code administrator or Building Official, or a person having the appropriate building code inspector license issued under this chapter, shall inspect the construction or installation to ensure that the work is performed in accordance with applicable sections of the code.

2 –TASKS

The Building Official is responsible for enforcing the building code and related City codes and recommending any workflow efficiencies. The Building Official must communicate and work with all municipal departments, property and business owners, and construction and design professionals. The Building Official must communicate current information and educate the public on the current building code, monitor and report on evolving trends within the code. The Building Official must be capable of facilitating meetings as an effective tool to work in partnership with other divisions or departments to attain stated goals, be able to prepare and present oral and written reports, and evaluate current systems, procedures, and policies, in particular concerning the overall design and review processes. The Building Official shall identify areas of deficiency and implement necessary changes in a timely and cost-effective manner, conduct inspections on projects, and be an effective leader in resolving problems and issues related to permitting. The Building Official must perform any other duties as assigned by the Building Services Director.

EXHIBIT "A"
STATEMENT OF WORK

3 – COMPENSATION

The City agrees to pay the successful respondent(s) the following rates:

STANDARDIZED SERVICE RATES	
Services	Hourly Rate
Licensed Building Official	\$155.00

The rates above are based on a forty-hour (40) week. Overtime (over eight working hours in one day) and/or weekend rates are 1.5 times the listed rates. The Building Services Director must approve all overtime hours in advance.

All travel expenses are included in the listed Standardized Service Rates. There shall be no additional charges for travel or expenses. The hourly rate shall not apply until the respondent staff arrives at the Building Services Department offices or the first inspection. The City shall not pay the hourly rate after the consultant leaves the last inspection or the City's office.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, July 29, 2025		
Agenda Item Name		
Resolution No. 2025-022R <i>Employment Policies Manual Amendment</i>		
Requested Action		
Amend the Employment Policies Manual, Chapter 4: Compensation/Salary Administration, Section 4.8 Storm or Other Disaster Pay and Leave		
Staff Report		
Staff proposes that the Employment Policies Manual that was approved and adopted by the City Council on March 23, 2021, be amended with regard to Chapter 4: Compensation/Salary Administration, Section 4.8 Storm or Other Disaster Pay and Leave. Add a new section to 4.8 which reflects current practice: D. Storm Deployment - The City of Clermont participates in the Statewide Mutual Aid system. This system provides for movement of local government resources throughout the state during times of disasters to assist other government agencies (e.g. police officers, firefighters). If approved by the City Manager, employees who participate in this system may be compensated (portal to portal) beginning at the time of dispatch to the return to jurisdiction when equipment and personnel are in service and available for agency response. It is anticipated that the city will be reimbursed by FEMA.		
Additional Analysis		
Fiscal Impact Summary		
It is anticipated that the city will be reimbursed by FEMA.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2025-022R - Employee Policies Manual Amendments - Portal to Portal	2025-022R - Employee Policies Manual Amendments - Portal to Portal.pdf	



CITY OF CLERMONT
RESOLUTION NO. 2025-022R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING CHAPTER 4: COMPENSATION/SALARY ADMINISTRATION, SECTION 4.8 STORM OR OTHER DISASTER PAY AND LEAVE OF THE EMPLOYMENT POLICIES MANUAL; PROVIDING FOR SEVERABILITY, PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the Clermont City Council has determined that it is in the best interest of the City of Clermont, that changes be made to the Employment Policies Manual.

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

SECTION 1:

The City Council of the City of Clermont does hereby amend the Employment Policies Manual effective July 29, 2025 as set forth in Attachment A, attached hereto and incorporated herein and attached to this Resolution; and

SECTION 2: SEVERABILITY

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

SECTION 3: PUBLICATION AND EFFECTIVE DATE

This Resolution shall take effect immediately upon its adoption.



CITY OF CLERMONT
RESOLUTION NO. 2025-022R

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 29th day of July, 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. 2025-022R

ATTACHMENT A

- Add a new section to 4.8 which reflects current practice

Item D. Storm Deployment

The City of Clermont participates in the State Wide Mutual Aid system. This system provides for movement of local government resources throughout the state during times of disasters to assist other government agencies (e.g. police officers, firefighters). If approved by the City Manager, employees who participate in this system may be compensated (portal to portal) beginning at the time of dispatch to the return to jurisdiction when equipment and personnel are in service and available for agency response.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, July 29, 2025		
Agenda Item Name		
Lumberyard/ Row House Paving		
Requested Action		
Staff Report		
This item was tabled from the June 24, 2025, Council meeting to allow for discussion and possible action on an amendment to the Community Benefit Agreement related to the paving of the parking lot.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Ordinance No. 2023-026	Ordinance No. 2023-026.pdf
2.	Community Benefit Agreement Amendment	Community Benefit Agreement Amendment.pdf



**CITY OF CLERMONT
ORDINANCE NO. 2023-026**

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

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

SECTION 1:

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

LEGAL DESCRIPTION

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, AND 16 OF BLOCK 120; LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, AND 22 OF BLOCK 119; LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, AND 13 OF BLOCK 115; AND PORTIONS OF CARROLL STREET AND WEST LAKE DRIVE, ALL OF JOHNSON'S REPLAT, OF BLOCKS, 141, 142, 143, 144, 145, 146, 115, 117, 118, 119, AND 120, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 71 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; TOGETHER WITH THAT PORTION OF OSCEOLA STREET VACATED IN THAT ORDINANCE RECORDED IN OFFICIAL RECORDS BOOK 590, PAGE 738 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; ALL LYING IN SECTIONS 23 AND 24, TOWNSHIP 22 SOUTH, RANGE 25 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF NORTH RIGHT OF WAY OF MINNEOLA AVENUE WITH THE EAST LINE OF GOVERNMENT LOT 8, LYING IN SECTION 23 TOWNSHIP 22 SOUTH, RANGE 25 EAST; THENCE RUN NORTH 89°29'17" WEST ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 232.49 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF WEST LAKE DRIVE; THENCE CONTINUE NORTH 89°29'17" WEST ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 50.00 FEET TO THE WEST RIGHT OF WAY OF WEST LAKE DRIVE; THENCE CONTINUE NORTH 89°29'17" WEST ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 125.00 FEET TO THE SOUTHWEST CORNER OF AFORESAID LOT 6 OF BLOCK 120, JOHNSON'S REPLAT; THENCE DEPARTING SAID NORTH RIGHT OF WAY RUN NORTH 0°25'20" EAST ALONG THE WEST LINES OF AFORESAID LOTS 4, 5, AND 6 OF BLOCK 120, JOHNSON'S REPLAT A DISTANCE OF 150.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 4; THENCE DEPARTING SAID WEST LINE RUN NORTH 89°29'17" WEST ALONG THE SOUTH LINES OF AFORESAID LOTS 7, 8, 9, 10, 11, 12, 13, AND 16 OF BLOCK 120, JOHNSON'S REPLAT A DISTANCE OF 497.78 FEET TO THE SOUTHWEST CORNER OF SAID LOT 16 AND A POINT ALONG THE EAST RIGHT OF WAY OF 12TH STREET;



CITY OF CLERMONT
ORDINANCE NO. 2023-026

THENCE DEPARTING SAID SOUTH LINE RUN NORTH 0°22'36" EAST ALONG THE EAST RIGHT OF WAY A DISTANCE OF 499.90 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, CONCAVE WESTERLY, HAVING A RADIUS OF 1465.68 FEET, A CHORD BEARING OF NORTH 00°10'45" WEST, AND A CHORD DISTANCE OF 10.10 FEET; THENCE ALONG THE ARC OF SAID CURVE, RUN THROUGH A CENTRAL ANGLE OF 00°23'41" FOR A DISTANCE OF 10.10 FEET TO THE NORTHWEST CORNER OF AFORESAID LOT 10 OF BLOCK 119, JOHNSON'S REPLAT AND A POINT ALONG THE SOUTH RIGHT OF WAY OF CARROLL STREET; THENCE DEPARTING SAID EAST RIGHT OF WAY RUN SOUTH 89°29'17" EAST ALONG THE NORTH LINE OF SAID LOTS 7, 8, 9, AND 10 OF BLOCK 119, AND THE SOUTH LINE OF SAID CARROLL STREET, A DISTANCE OF 273.01 FEET TO THE NORTHEAST CORNER OF AFORESAID LOT 7 OF BLOCK 119, JOHNSON'S REPLAT; THENCE DEPARTING SAID SOUTH RIGHT OF WAY RUN NORTH 24°20'54" EAST A DISTANCE OF 61.17 FEET TO THE SOUTHWEST CORNER OF AFORESAID LOT 13 OF BLOCK 115, JOHNSON'S REPLAT, ON THE NORTH RIGHT OF WAY OF SAID CARROLL STREET; THENCE DEPARTING SAID NORTH RIGHT OF WAY RUN NORTH 7°41'47" EAST A DISTANCE OF 98.18 FEET TO THE NORTHWEST CORNER OF AFORESAID LOT 13 OF BLOCK 115, JOHNSON'S REPLAT, BEING A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1176.28 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE ALSO BEING THE NORTH LINE OF AFORESAID LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, AND 13 OF BLOCK 115, JOHNSON'S REPLAT ALONG A CHORD BEARING OF SOUTH 61°10'59" EAST FOR AN ARC LENGTH OF 328.69 FEET; THENCE CONTINUING ALONG SAID NORTH LINE AND THE 100 FEET SOUTHEASTERLY EXTENSION OF RUN SOUTH 69°11'18" EAST A DISTANCE OF 430.34 FEET; THENCE DEPARTING SAID NORTH LINE AND SOUTHEASTERLY EXTENSION RUN SOUTH 30°13'43" WEST A DISTANCE OF 190.34 FEET TO A POINT ALONG THE AFORESAID EAST LINE OF GOVERNMENT LOT 8; THENCE RUN SOUTH 0°40'24" WEST ALONG SAID EAST LINE A DISTANCE OF 343.41 FEET TO THE AFORESAID POINT OF BEGINNING.

THE LANDS DESCRIBED HEREON CONTAIN 12.309 ACRES (536,167 SQUARE FEET) MORE OR LESS.

LOCATION:

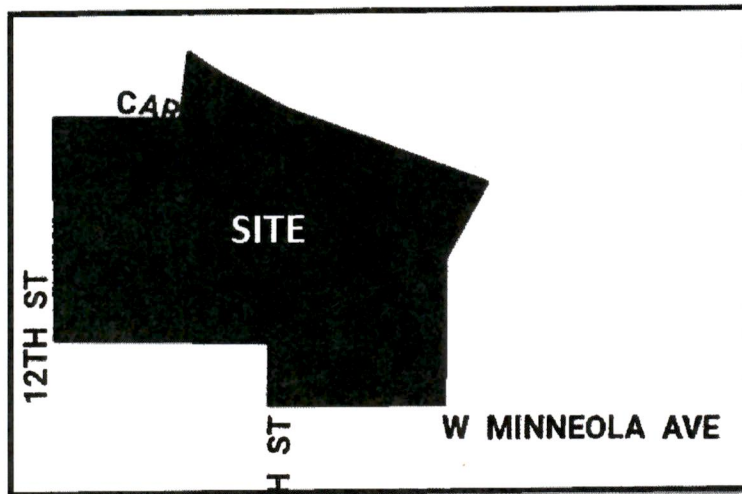
1000 Carroll Street (Wolfe & Wallace Investments, LLC)
North of the W. Minneola Ave. and Lake Drive intersection, adjacent to Victory Pointe and
South Lake Trail, and west of Lake Drive, including the requested vacated portion of
Carroll Street and Lake Drive.

(Alternate Key 1622581, 1622701, 1622719, 1622727, 1622743,
1622751, 1622760, 1622778, 3409736, 1815673, 1622735)

Approx. 12.3 +/- Acres



CITY OF CLERMONT
ORDINANCE NO. 2023-026



Requested Action:

**Rezone property from Central Business District (CBD) to
Planned Unit Development (PUD) for residential and non-residential uses consisting of
multi-family apartments, retail, restaurant, and office uses**

SECTION 2: GENERAL CONDITIONS

This application for a Planned Unit Development is to allow for a 392 multi-family residential units on the property described above (hereinafter the "Property") with up to 55,000 square feet of non-residential uses; be granted subject to the following conditions:

1. The conditions as set forth in this Planned Unit Development shall be legally binding upon any heirs, assigns and successors in title or interest.
2. The property shall be developed in substantial accordance with the Lumberyard District Rezoning Plan, prepared by Kimley-Horn dated November 15, 2023. Formal construction plans incorporating all conditions stated in this permit shall be submitted for review and approved by the Site Review Committee prior to the issuance of a zoning clearance or other development permits.
3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.
4. Fiber optic conduit and pull boxes may be required to be installed by the developer in the utility easements to extend the City's fiber optic network. The City's Information Technology Director will work with the developer at the time of site plan review to determine the extent of fiber optic conduit.



CITY OF CLERMONT
ORDINANCE NO. 2023-026

5. Easements shall be provided to the City at no expense to the City authorizing the City's unrestricted access to any existing and proposed utilities that the City will own and maintain.
6. School concurrency shall be met before any final site plan approval that contains residential uses that will generate school age children in accordance with the Comprehensive Plan and Land Development Code.
7. All Fire Department Access for the Project shall be provided in Accordance with the Florida Fire Prevention Code. All Multi-family Buildings shall be provided with Fire Sprinklers.
8. Irrigation water shall be provided by a private well for all common areas and commercial sites throughout the project.
9. Irrigation and landscaping shall meet Florida Water Star requirements. Topsoil and/or soil amendments will be required prior to any landscape plantings to help reduce the irrigation needs to maintain healthy landscaping. Notice is hereby provided that specific standards relating to irrigation and landscaping are under development, and if adopted, shall apply to any undeveloped portions of this project.
10. The Developer shall be responsible for all costs of on-site and off-site utility improvements, including, but not limited to design, material, permitting, connection and installation of sufficient size lines, lift stations and other appurtenances necessary to allow the City to serve the property.
11. Any existing dedicated City of Clermont utilities must stay in service throughout construction unless service disruption is reviewed and approved by the City for temporary service pauses related to the construction of new utility infrastructure. This shall be coordinated and approved in writing from the City's Public Services Department Director or assignee.
12. No Certificate of Occupancy shall be issued until water and sewer improvements have been completed and accepted by the City.
13. All utilities shall be designed and installed as per the City's specifications or as amended and approved by City staff.
14. The development shall comply with all applicable City, County and Florida Department of Transportation access management requirements. The Developer shall timely complete all required mitigation and other improvements as may be applicable.
15. The PUD meets the mandatory requirements through the waivers for residential development in the CBD and the density bonus criteria, as determined by City Council, as set forth in Section 125-375.



CITY OF CLERMONT
ORDINANCE NO. 2023-026

SECTION 3: LAND USES AND SPECIFIC CONDITIONS

1. The project will be developed in multiple phases. The project will be vertically developed in two main phases. The Multifamily phase consisting of buildings 1-4 on 7.14 +/- acres will consist of 262 multi-family units. The density within this phase will be 36.7 dwelling units/acre. A density bonus of 84 units is being requested within this phase through the use of a Community Benefit Agreement (Attachment A). Buildings 5-10 will be constructed in the second phase, Commercial phase, on 5.16 +/- acres with 130 multi-family units and 55,000 square feet of non-residential use. The density in this phase will be 25.2 dwelling units/acre. A bonus density of 1 unit is being requested within this phase and is included in the Community Benefit Agreement.
2. The project is being developed with 2 distinctive phases. Below are the phases with the specific requirements of each phase, as documented on the Lumberyard District Rezoning Plan, prepared by Kimley-Horn dated November 22, 2023, Attachment B.

PROJECT SITE: MULTIFAMILY 7.14 ACRES ISR CALCULATION MULTIFAMILY: MULTIFAMILY IMPERVIOUS AREA: 5.82 AC MULTIFAMILY PERVIOUS AREA: 1.32 AC MAXIMUM ISR: 1.00 PROPOSED ISR: 0.82 DENSITY MULTIFAMILY: PROPOSED MULTIFAMILY DWELLING UNITS (BUILDINGS #1-#4): 262 UNITS TOTAL UNITS: 262 UNITS TOTAL AREA FOR DENSITY CALCULATIONS: 7.14 ACRES CENTRAL BUSINESS DISTRICT (CBD) MAX: 40 DU/ACRE (WITH AVAILABLE BONUS) MIN: N/A 262 UNITS/7.14 ACRES = 36 UNITS/ACRE	PROJECT SITE: COMMERCIAL 5.16 ACRES ISR CALCULATION COMMERCIAL: COMMERCIAL IMPERVIOUS AREA: 4.31 AC COMMERCIAL PERVIOUS AREA: 0.84 AC MAXIMUM ISR: 1.00 PROPOSED ISR: 0.84 DENSITY COMMERCIAL: MULTIFAMILY DWELLING UNITS (BUILDINGS #5 & #7): 130 UNITS TOTAL MULTIFAMILY UNITS: 130 UNITS BUILDING #7 RETAIL SPACE: 11,560 SF BUILDING #8 RETAIL SPACE: 10,150 SF BUILDING #9 RETAIL SPACE: 10,400 SF BUILDING #10 RETAIL SPACE: 21,000 SF TOTAL COMMERCIAL SF: 53,100 SF TOTAL AREA FOR DENSITY CALCULATIONS: 5.16 ACRES CENTRAL BUSINESS DISTRICT (CBD) MAX: 40 DU/ACRE (WITH AVAILABLE BONUS) MIN: N/A 130 UNITS/5.16 ACRES = 25 UNITS/ACRE
MULTIFAMILY PARKING REQUIREMENTS: (1.25 SPACES/1 BEDROOM UNIT): 1.25 SPACES X 197 UNITS = 247 SPACES (1.5 SPACES/2 BEDROOM UNIT): 1.5 SPACES X 65 UNITS = 98 SPACES TOTAL SPACES REQUIRED: 345 SPACES PROVIDED MULTIFAMILY PARKING STANDARD SPACES (10'X20'): 137 SPACES COMPACT SPACES (9'X18'): 186 SPACES PARALLEL SPACES (10'X23'): 14 SPACES ADA SPACES (12'X20'): 8 SPACES TOTAL SPACES PROPOSED: 345 SPACES	COMMERCIAL PARKING REQUIREMENTS: THE COMMERCIAL PORTION OF THIS SITE INCLUDES 130 MULTIFAMILY UNITS PROVIDED WITHIN A 4 STORY LIVE-WORK MULTIFAMILY BUILDING, A 2 STORY MULTIFAMILY BUILDING ABOVE THE 10,150 SF RETAIL BUILDING, AND A 4 STORY MULTIFAMILY BUILDING. RETAIL PARKING REQUIREMENT: 1 SPACE/333 SF PROPOSED 2 STORY RETAIL (10,400 SF) = 31 SPACES PROPOSED 2 STORY RETAIL (21,000 SF) = 63 SPACES PROPOSED 1 STORY RETAIL (10,150 SF) = 30 SPACES COMMERCIAL SPACES REQUIRED: 124 SPACES
BUILDING SETBACKS MULTIFAMILY: MIN/MAX PROPOSED NORTH (FRONT): 0 FT/ NA 18 FT SOUTH (BACK): 0 FT/ NA 84 FT EAST (SIDE): 0 FT/ NA 12 FT WEST (SIDE): 0 FT/ NA 18 FT	MULTIFAMILY PARKING REQUIREMENTS: (1.25 SPACES/1 BEDROOM UNIT): 123 SPACES (1.5 SPACES/2 BEDROOM UNIT): 49 SPACES TOTAL SPACES REQUIRED: 172 SPACES TOTAL SPACES REQUIRED: 296 SPACES
LANDSCAPING/BUFFERS MULTIFAMILY: MIN PROPOSED NORTH (FRONT): 10/15 FT* 10/15 FT EAST (SIDE): 10 FT 10 FT WEST (SIDE): 15 FT 15 FT SOUTH (BACK): 10/15 FT* 10/15 FT *THE LANDSCAPE BUFFER WHEN ADJACENT TO PUBLIC RIGHT OF WAY IS MINIMUM 15 FT WITH BRICK, STONE, OR MASONRY WALL W/ TREES OR SHRUBS OR 25' WITH EARTHEN BERM, TREES, AND CONTINUOUS HEDGE. LANDSCAPE BUFFER BETWEEN ADJACENT PROPERTIES IS 10 FT.	PROVIDED COMMERCIAL PARKING STANDARD SPACES (10'X20'): 46 SPACES COMPACT SPACES (9'X18'): 63 SPACES PARALLEL SPACES (10'X23'): 8 SPACES ADA SPACES (12'X20'): 6 SPACES GARAGE SPACES (10'X20'): 180 SPACES TOTAL SPACES PROPOSED: 303 SPACES BUILDING SETBACKS COMMERCIAL: MIN/MAX PROPOSED NORTH (FRONT): 0 FT/ NA 23 FT SOUTH (BACK): 0 FT/ NA 14 FT EAST (SIDE): 0 FT/ NA 24 FT WEST (SIDE): 0 FT/ NA 7 FT LANDSCAPING/BUFFERS COMMERCIAL: MIN PROPOSED NORTH (FRONT): 10 FT 10 FT EAST (SIDE): 10 FT 15 FT WEST (SIDE): 10 FT 10 FT SOUTH (BACK): 20 FT 20 FT



CITY OF CLERMONT
ORDINANCE NO. 2023-026

3. Prior to the first certificate of occupancy (CO), all the existing buildings onsite will be demolished and removed with mass grading of the site. In addition, the installation of the master utilities, street improvements, sidewalks and any other item listed in the Community Benefit Agreement, and any other utility/infrastructure needed to serve any building seeking a CO shall be completed and accepted by the City in writing prior to the first CO.
4. The Multifamily Phase buildings, 1–4, shall be constructed in a manner that closely resembles the architectural style and elevations as presented in Attachment C and shall meet the City of Clermont's Architectural Standards.
5. Prior to the permitting and construction of the Commercial Phase buildings, 5–10, the Applicant shall be required to present the architectural plans and phase before City Council for review and approval. The City Council may request modifications to ensure compatibility within the site.
6. The maximum building height shall be up to 65 feet, measured at the highest point.
7. An increase in the ratio of compact spaces (9' x 18') from 10% of the overall project up to 40% of the overall project may be used.
8. Trash compacters may be substituted for dumpsters for the project if the Applicant can demonstrate it can sufficiently meet the waste demands for the project.
9. All internal streets will be privately owned and maintained by the owner and/or developer. This includes the vacated portion of Carroll Street and Lake Drive.
10. Reduced landscape islands, from 300 square feet to 200 square feet throughout the project and 160 square feet within areas of compact parking spaces may be used.
11. The removal of the requirement of construction material to be masonry or other non-wood material for the construction of the first floor of the buildings is allowed.
12. An improved pedestrian crossing will need to be installed by the Applicant crossing 12th Street. Including the north and south side of Minneola Ave. This shall be coordinated with Lake County and the City of Clermont.
13. An improved trail crossing shall be installed at the access point across the South Lake Trail leading to the Rowing Boathouse parking lot. This crossing shall be upgraded to a "Case IV Major Side Street Crossing Near Intersection." Coordination and construction of this trail crossing shall be at the Applicant's expense and conducted through the City and Lake County Department of Public Works.



CITY OF CLERMONT
ORDINANCE NO. 2023-026

14. The Applicant shall be required to install the necessary turn lanes on 12th Street, as required by Lake County Access Management. Additional right-of-way may be required for offsite improvements and the sidewalk. This dedication shall be made at no cost to the County or the City.
15. All leases for residential units in the project shall be for a minimum of six months on the initial lease term.
16. Upon the reconstruction and acceptance of Carroll St by the City, the owner shall dedicate the Carroll St. right-of-way to the city. This shall be dedicated and completed with the certificate of completion of the new lift station.
17. Internal streets connecting to the Row House shall be completed prior to any vertical construction (Timber Way, Oak Lane, Carroll St. and the un-named north south street between)
18. The project shall be developed according to the Central Business District (CBD) zoning designation in the Land Development Code, unless expressly stated above.
19. This Planned Unit Development shall become null and void if substantial construction work has not begun within two (2) years of the date that this Planned Unit Development is executed and signed by the permittee. "Substantial construction work" means the commencement and continuous prosecution of construction of required improvements ultimately finalized at completion. If the Planned Unit Development becomes null and void, the property will revert to the Central Business District (CBD) Zoning Designation.

SECTION 4: CONFLICT

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

SECTION 5: SEVERABILITY

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

SECTION 6: ADMINISTRATIVE CORRECTION

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



CITY OF CLERMONT
ORDINANCE NO. 2023-026

SECTION 7: RECORDING

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

SECTION 8: PUBLICATION AND AN EFFECTIVE DATE

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

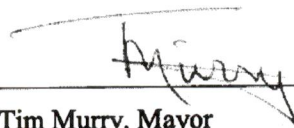


CITY OF CLERMONT
ORDINANCE NO. 2023-026

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 12th day of December, 2023.

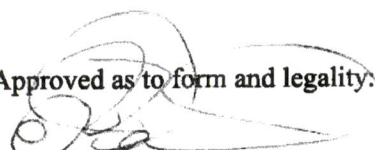


CITY OF CLERMONT


Tim Murry, Mayor

ATTEST:


Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney



CITY OF CLERMONT
ORDINANCE NO. 2023-026

ATTACHMENT A – COMMUNITY BENEFIT AGREEMENT

COMMUNITY BENEFIT AGREEMENT

THIS COMMUNITY BENEFIT AGREEMENT (this "Agreement") is made and entered into as of the 12th day of December 2023, by and between THE CITY OF CLERMONT, a Florida municipal corporation, whose address is 685 W. Montrose Street, Clermont, Florida 34711 (the "City"), and WOLFE AND WALLACE PROPERTIES, INC, a Florida Profit Corporation, WOLFE & WALLACE INVESTMENTS, LLC, a Florida Limited Liability Company; whose mailing address is 995 W. Lakeshore Drive, Clermont, Florida 34711 (the "Owner").

RECITALS

- A. Owner desires to develop approximately 12.3 +/- acres of property, described and depicted in Exhibit "A" attached to and incorporated in this Agreement (hereinafter referred to as the "Property"). Owner is the fee simple owner of the Property and this shall be documented in a recent title report.
- B. The Property is currently zoned Central Business District "CBD".
- C. Owner has filed with the City a Planned Unit Development ("PUD") rezoning application for a mixed-use residential and non-residential project on the Property, as shown on the PUD, which will be developed in multiple phases (the "Project").
- D. The City of Clermont Land Development Code, Section 125-375, allows an applicant (or Owner in this case) to request the use of a density bonus in the Central Business District by including a justification statement in the description of the project in their site plan application. A bonus shall not be considered an entitlement.
- E. The Owner has provided a justification statement in order to attain a density bonus above the permitted 25 dwelling units per acre, up to 32 dwelling units per acre, resulting in an additional 85 residential dwelling units in the Project.
- F. The Owner has listed the following items to be considered to attain the density bonus:
 - 1. Donation of approximately 17,200 square feet of land area to the City of Clermont for the relocation of a new City Lift Station #6 and City Right-of-Way. Based on the current contract price/fair market value of the \$1.3 mm/AC, the value of this dedication is \$513,315.
 - 2. Donation of approximately 1,800 square feet of land bordering the neighbors to the southwest to avoid any boundary issues. Based on the current contract/fair market value of \$1.3mm/AC, the value of this donation is \$53,719.
 - 3. Construction of a new major City Lift Station #6 to current City Standards, including backup generator, RTU Tower, new interior access for vacuum/pumper truck, etc. The current station has limited access and newer equipment. Additionally, utility infrastructure improvement will include the construction of new 520 lineal feet of 8-inch PVC water main and 270 lineal feet of 8-inch PVC sewer main along Carroll Street from 12th Street to the Row House Entrance drive as proposed on the site plan. The cost of this lift station relocation and utility infrastructure is presently estimated at \$850,000.

4. Construction of new 5-foot sidewalk along the east side of 12th Street from the southwest corner of the proposed development project to Carroll Street. The cost of approximately 2,400 square feet of sidewalk is presently estimated at \$21,600.
5. Construction of a new paved parking area for the existing Row House parking area as shown on the proposed plan. The area is expected to be 32,500 square feet and will provide sixty-four (64) – 10 feet by 30 feet parking spaces. A direct connection via future Carroll Street right-of-way will be established to the Row House area through the re-development of this project. The cost of this benefit at \$10 per square foot of asphalt is presently estimated at \$325,000.
6. Currently, two public roads, Carroll Street and Lake Drive, bisect the Project. These streets are in poor condition and the City of Clermont is expecting to have to spend a significant amount to mill the asphalt and repave. The Applicant proposes to repair and reconfigure these roadways (1,404 lineal feet X 24 feet wide) as part of the internal horizontal construction of the project, which will save the City of Clermont from paying for and completing this repair. This estimated cost is approximately \$15 per square foot for a total estimated cost of \$374,400.

The sum of the total benefits provided is estimated to be \$2,140,000.

NOW, THEREFORE, in consideration of the mutual benefits and the public interest and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Owner on behalf of itself, its transferees, assigns, successors in interest and heirs, and the City agree as follows:

1. **Recitals.** The above recitals are true and correct, are hereby incorporated herein by reference, and form a material part of this Agreement.
2. **Legal Description.** The Property described on Exhibit “A” attached hereto is subject to PUD Ordinance No. 2023-025 adopted by the City of Clermont City Council as of the date hereof, and Owner intends to develop a portion of such Property pursuant thereto.
3. **Density Bonus.**
 - a. In order to receive the density bonus pursuant to the City of Clermont Land Development Code, Section 125-375, Owner will be obligated to make all the improvements listed in the justification statement and outlined in item F (1)-(6) above.
 - b. If Owner fails to timely construct such improvements indicated in item F above, Owner shall be entitled to written notice of such failure and to thirty (30) days after the receipt of that written notice in which to cure said failure. If such portion of the Density Bonus Contribution is not constructed by Owner at the time of the first Certificate of Occupancy (CO), then such failure to timely construct such portion of the Density Bonus Contribution shall constitute a default under this Agreement. Owner expressly agrees, in the event of default, City may withhold any and all building permits until such time as the Density Bonus Contribution has been fully constructed in full. Nothing herein shall prohibit City from pursuing any and all remedies available in law or equity including, without limitation, an action for specific performance. Notwithstanding anything contained in this Agreement to the contrary, in the event the PUD expires, then no payment shall be due hereunder and this Agreement shall expire.
4. **Authority.** Owner has the full power and authority to make, deliver, enter into and perform pursuant to the terms and conditions of this Agreement and has taken all necessary action to authorize the execution, delivery, and performance of the terms and conditions of this Agreement.

5. **Exhibits.** All exhibits attached hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

6. **Effective Date.** The effective date of this Agreement (the "Effective Date") shall be the date this Agreement is last signed by City or Owner. The Effective Date shall be inserted on the first page of this Agreement.

7. **Amendment.** Amendments to the provisions of this Agreement shall be made by the parties only in writing by formal amendment and shall be presented and approved by City Council.

8. **Binding Effect.** This Agreement, once effective, shall run with the Property described herein and shall be binding upon and enforceable by and against the parties hereto and their beneficiaries, heirs, successors, and assigns. The City acknowledges and agrees that the Owner shall have the right to assign its rights and obligations under this Agreement to any of its successors, or assigns.

9. **Termination.** In the event that the PUD (Ordinance 2023-026) expires or is otherwise terminated, this Agreement shall become null and void.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first above written.

CITY OF CLERMONT, FLORIDA
A Florida Municipal Corporation

Attest:

City Clerk

Date: 12-12-2023

By: [Signature]

Name: Tim Murry

As its: Mayor

Date: 12-12-2023



{Signatures Continued on Next Page}

Witnesses:Signed, sealed and delivered
in our presence:

Erin S Wysocki
Name: Erin Wysocki
Jimmy D. Crawford
Name: Jimmy D. Crawford

WOLFE AND WALLACE
PROPERTIES, INC.
Florida for Profit Corporation

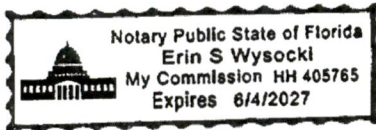
By: David Wallace
Name: David Wallace
Its: Manager
Date: 2/22/24

WOLFE & WALLACE
INVESTMENTS, LLC
Florida Limited Liability Company

By: David Wallace
Name: David Wallace
Its: Manager
Date: 2/22/24

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 22 day of February, 2024, by David Wallace, as Manager of Wolfe and Wallace Properties, INC. Florida Profit Corporation, on behalf of said company. S/He ☒ is personally known to me or ☐ has produced _____ (type of identification) as identification.

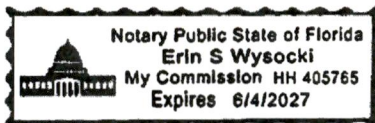


Seal

Erin S Wysocki
Signature of Notary Public
Erin S. Wysocki
Type or Print Name
My Commission Expires: 6/4/2027
Commission No. HH 405765

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 22 day of February, 2024, by David Wallace, as Manager of Wolfe and Wallace Investments, LLC, Florida Limited Liability Company, on behalf of said company. S/He ☒ is personally known to me or ☐ has produced _____ (type of identification) as identification.



Seal

Erin S Wysocki
Signature of Notary Public
Erin S Wysocki
Type or Print Name
My Commission Expires: 6/4/2027
Commission No. HH 405765

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EXHIBIT "A"

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, AND 16 OF BLOCK 120; LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, AND 22 OF BLOCK 119; LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, AND 13 OF BLOCK 115; AND PORTIONS OF CARROLL STREET AND WEST LAKE DRIVE, ALL OF JOHNSON'S REPLAT, OF BLOCKS, 141, 142, 143, 144, 145, 146, 115, 117, 118, 119, AND 120, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 71 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; TOGETHER WITH THAT PORTION OF OSCEOLA STREET VACATED IN THAT ORDINANCE RECORDED IN OFFICIAL RECORDS BOOK 590, PAGE 738 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; ALL LYING IN SECTIONS 23 AND 24, TOWNSHIP 22 SOUTH, RANGE 25 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF NORTH RIGHT OF WAY OF MINNEOLA AVENUE WITH THE EAST LINE OF GOVERNMENT LOT 8, LYING IN SECTION 23 TOWNSHIP 22 SOUTH, RANGE 25 EAST; THENCE RUN NORTH 89°29'17" WEST ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 232.49 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF WEST LAKE DRIVE; THENCE CONTINUE NORTH 89°29'17" WEST ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 50.00 FEET TO THE WEST RIGHT OF WAY OF WEST LAKE DRIVE; THENCE CONTINUE NORTH 89°29'17" WEST ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 125.00 FEET TO THE SOUTHWEST CORNER OF AFORESAID LOT 6 OF BLOCK 120, JOHNSON'S REPLAT; THENCE DEPARTING SAID NORTH RIGHT OF WAY RUN NORTH 0°25'20" EAST ALONG THE WEST LINES OF AFORESAID LOTS 4, 5, AND 6 OF BLOCK 120, JOHNSON'S REPLAT A DISTANCE OF 150.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 4; THENCE DEPARTING SAID WEST LINE RUN NORTH 89°29'17" WEST ALONG THE SOUTH LINES OF AFORESAID LOTS 7, 8, 9, 10, 11, 12, 13, AND 16 OF BLOCK 120, JOHNSON'S REPLAT A DISTANCE OF 497.78 FEET TO THE SOUTHWEST CORNER OF SAID LOT 16 AND A POINT ALONG THE EAST RIGHT OF WAY OF 12TH STREET; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 0°22'36" EAST ALONG THE EAST RIGHT OF WAY A DISTANCE OF 499.90 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, CONCAVE WESTERLY, HAVING A RADIUS OF 1465.68 FEET, A CHORD BEARING OF NORTH 00°10'45" WEST, AND A CHORD DISTANCE OF 10.10 FEET; THENCE ALONG THE ARC OF SAID CURVE, RUN THROUGH A CENTRAL ANGLE OF 00°23'41" FOR A DISTANCE OF 10.10 FEET TO THE NORTHWEST CORNER OF AFORESAID LOT 10 OF BLOCK 119, JOHNSON'S REPLAT AND A POINT ALONG THE SOUTH RIGHT OF WAY OF CARROLL STREET; THENCE DEPARTING SAID EAST RIGHT OF WAY RUN SOUTH 89°29'17" EAST ALONG THE NORTH LINE OF SAID LOTS 7, 8, 9, AND 10 OF BLOCK 119, AND THE SOUTH LINE OF SAID CARROLL STREET, A DISTANCE OF 273.01 FEET TO THE NORTHEAST CORNER OF AFORESAID LOT 7 OF BLOCK 119, JOHNSON'S REPLAT; THENCE DEPARTING SAID SOUTH RIGHT OF WAY RUN NORTH 24°20'54" EAST A DISTANCE OF 61.17 FEET TO THE SOUTHWEST CORNER OF AFORESAID LOT 13 OF BLOCK 115, JOHNSON'S REPLAT, ON THE NORTH RIGHT OF WAY OF SAID CARROLL STREET; THENCE DEPARTING SAID NORTH RIGHT OF WAY RUN NORTH 7°41'47" EAST A DISTANCE OF 98.18 FEET TO THE NORTHWEST CORNER OF AFORESAID LOT 13 OF BLOCK 115, JOHNSON'S REPLAT, BEING A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1176.28 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE ALSO BEING THE NORTH LINE OF AFORESAID LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, AND 13 OF BLOCK 115, JOHNSON'S REPLAT ALONG A CHORD BEARING OF SOUTH 61°10'59" EAST FOR AN ARC LENGTH OF 328.69 FEET; THENCE CONTINUING ALONG SAID NORTH LINE AND THE 100 FEET SOUTHEASTERLY EXTENSION OF RUN SOUTH 69°11'18"

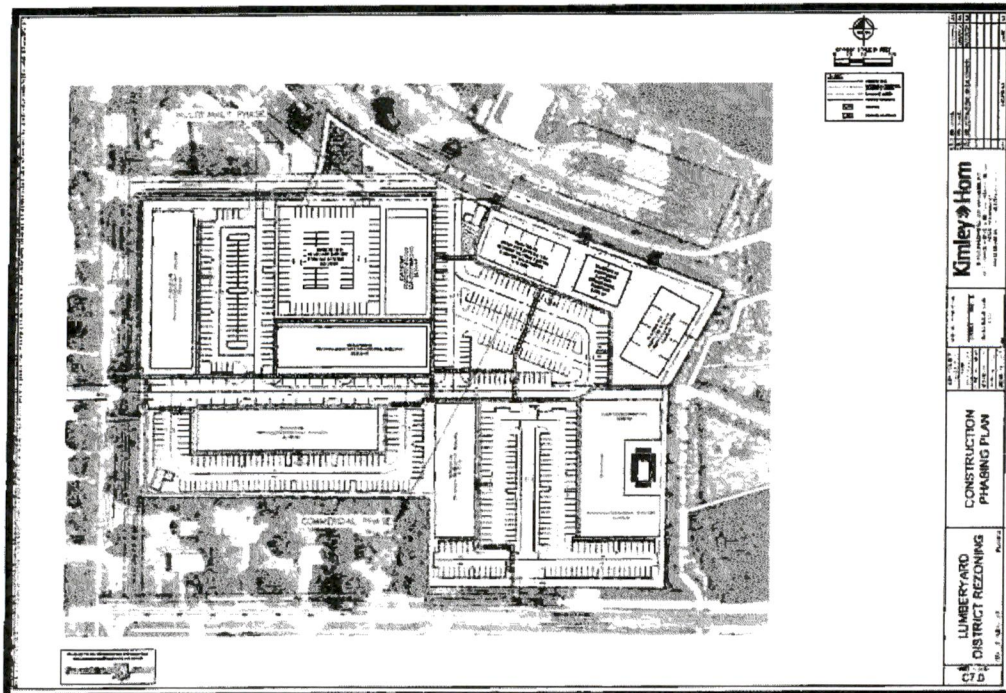
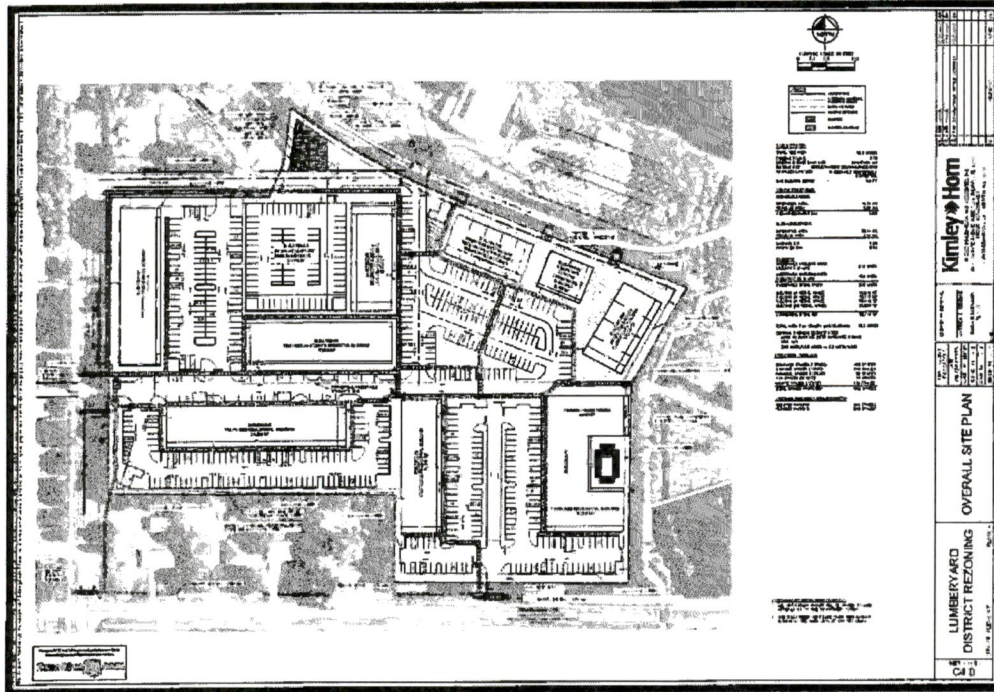
EAST A DISTANCE OF 430.34 FEET; THENCE DEPARTING SAID NORTH LINE AND SOUTHEASTERLY EXTENSION RUN SOUTH 30°13'43" WEST A DISTANCE OF 190.34 FEET TO A POINT ALONG THE AFORESAID EAST LINE OF GOVERNMENT LOT 8; THENCE RUN SOUTH 0°40'24" WEST ALONG SAID EAST LINE A DISTANCE OF 343.41 FEET TO THE AFORESAID POINT OF BEGINNING.

THE LANDS DESCRIBED HEREON CONTAIN 12.309 ACRES (536,167 SQUARE FEET) MORE OR LESS.



CITY OF CLERMONT
ORDINANCE NO. 2023-026

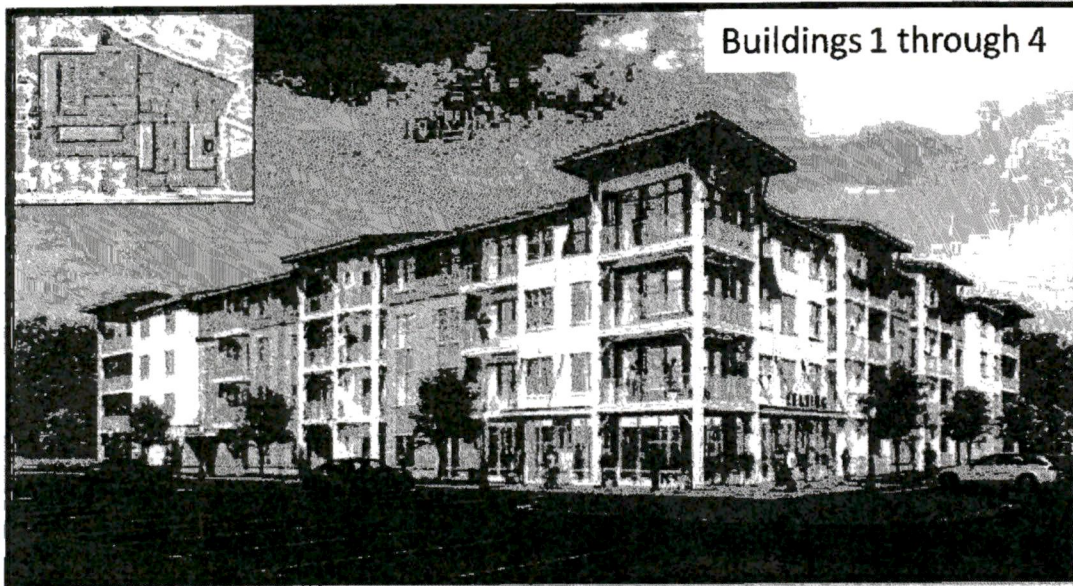
ATTACHMENT B – SITE PLAN/PHASING PLAN





CITY OF CLERMONT
ORDINANCE NO. 2023-026

ATTACHMENT C – MULTIFAMILY BUILDINGS 1-4 SAMPLE ELEVATION





CITY OF CLERMONT
ORDINANCE NO. 2023-026

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

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

SECTION 1:

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

LEGAL DESCRIPTION

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, AND 16 OF BLOCK 120; LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, AND 22 OF BLOCK 119; LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, AND 13 OF BLOCK 115; AND PORTIONS OF CARROLL STREET AND WEST LAKE DRIVE, ALL OF JOHNSON'S REPLAT, OF BLOCKS, 141, 142, 143, 144, 145, 146, 115, 117, 118, 119, AND 120, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 71 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; TOGETHER WITH THAT PORTION OF OSCEOLA STREET VACATED IN THAT ORDINANCE RECORDED IN OFFICIAL RECORDS BOOK 590, PAGE 738 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; ALL LYING IN SECTIONS 23 AND 24, TOWNSHIP 22 SOUTH, RANGE 25 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CITY OF CLERMONT
ORDINANCE NO. 2023-026

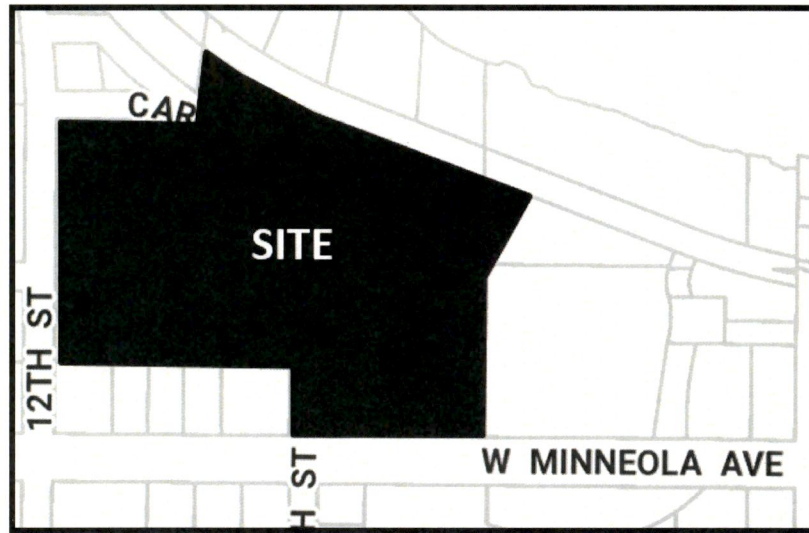
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THE LANDS DESCRIBED HEREON CONTAIN 12.309 ACRES (536,167 SQUARE FEET) MORE OR LESS.

LOCATION:

1000 Carroll Street (Wolfe & Wallace Investments, LLC)
North of the W. Minneola Ave. and Lake Drive intersection, adjacent to Victory Pointe and
South Lake Trail, and west of Lake Drive, including the requested vacated portion of
Carroll Street and Lake Drive.

(Alternate Key 1622581, 1622701, 1622719, 1622727, 1622743,
1622751, 1622760, 1622778, 3409736, 1815673, 1622735)
Approx. 12.3 +/- Acres



Requested Action:

**Rezone property from Central Business District (CBD) to
Planned Unit Development (PUD) for residential and non-residential uses consisting of
multi-family apartments, retail, restaurant, and office uses**

SECTION 2: GENERAL CONDITIONS

This application for a Planned Unit Development is to allow for a 392 multi-family residential units on the property described above (hereinafter the "Property") with up to 55,000 square feet of non-residential uses; be granted subject to the following conditions:

1. The conditions as set forth in this Planned Unit Development shall be legally binding upon any heirs, assigns and successors in title or interest.
2. The property shall be developed in substantial accordance with the Lumberyard District Rezoning Plan, prepared by Kimley-Horn dated November 15, 2023. Formal construction plans incorporating all conditions stated in this permit shall be submitted for review and approved by the Site Review Committee prior to the issuance of a zoning clearance or other development permits.
3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.
4. Fiber optic conduit and pull boxes may be required to be installed by the developer in the utility easements to extend the City's fiber optic network. The City's Information Technology Director will work with the developer at the time of site plan review to determine the extent of fiber optic conduit.



CITY OF CLERMONT
ORDINANCE NO. 2023-026

5. Easements shall be provided to the City at no expense to the City authorizing the City's unrestricted access to any existing and proposed utilities that the City will own and maintain.
6. School concurrency shall be met before any final site plan approval that contains residential uses that will generate school age children in accordance with the Comprehensive Plan and Land Development Code.
7. All Fire Department Access for the Project shall be provided in Accordance with the Florida Fire Prevention Code. All Multi-family Buildings shall be provided with Fire Sprinklers.
8. Irrigation water shall be provided by a private well for all common areas and commercial sites throughout the project.
9. Irrigation and landscaping shall meet Florida Water Star requirements. Topsoil and/or soil amendments will be required prior to any landscape plantings to help reduce the irrigation needs to maintain healthy landscaping. Notice is hereby provided that specific standards relating to irrigation and landscaping are under development, and if adopted, shall apply to any undeveloped portions of this project.
10. The Developer shall be responsible for all costs of on-site and off-site utility improvements, including, but not limited to design, material, permitting, connection and installation of sufficient size lines, lift stations and other appurtenances necessary to allow the City to serve the property.
11. Any existing dedicated City of Clermont utilities must stay in service throughout construction unless service disruption is reviewed and approved by the City for temporary service pauses related to the construction of new utility infrastructure. This shall be coordinated and approved in writing from the City's Public Services Department Director or assignee.
12. No Certificate of Occupancy shall be issued until water and sewer improvements have been completed and accepted by the City.
13. All utilities shall be designed and installed as per the City's specifications or as amended and approved by City staff.
14. The development shall comply with all applicable City, County and Florida Department of Transportation access management requirements. The Developer shall timely complete all required mitigation and other improvements as may be applicable.
15. The PUD meets the mandatory requirements through the waivers for residential development in the CBD and the density bonus criteria, as determined by City Council, as set forth in Section 125-375.

SECTION 3: LAND USES AND SPECIFIC CONDITIONS

1. The project will be developed in multiple phases. The project will be vertically developed in two main phases. The Multifamily phase consisting of buildings 1-4 on 7.14 +/- acres will consist of 262 multi-family units. The density within this phase will be 36.7 dwelling units/acre. A density bonus of 84 units is being requested within this phase through the use of a Community Benefit Agreement (Attachment A). Buildings 5-10 will be constructed in the second phase, Commercial phase, on 5.16 +/- acres with 130 multi-family units and 55,000 square feet of non-residential use. The density in this phase will be 25.2 dwelling units/acre. A bonus density of 1 unit is being requested within this phase and is included in the Community Benefit Agreement.
2. The project is being developed with 2 distinctive phases. Below are the phases with the specific requirements of each phase, as documented on the Lumberyard District Rezoning Plan, prepared by Kimley-Horn dated November 22, 2023, Attachment B.

PROJECT SITE:		
MULTIFAMILY		7.14 ACRES
ISR CALCULATION MULTIFAMILY:		
MULTIFAMILY IMPERVIOUS AREA:		5.82 AC
MULTIFAMILY PERVIOUS AREA:		1.32 AC
MAXIMUM ISR:		1.00
PROPOSED ISR:		0.82
DENSITY MULTIFAMILY:		
PROPOSED MULTIFAMILY DWELLING UNITS (BUILDINGS #1-#4):		262 UNITS
TOTAL UNITS:		262 UNITS
TOTAL AREA FOR DENSITY CALCULATIONS:		7.14 ACRES
CENTRAL BUSINESS DISTRICT (CBD)		
MAX: 40 DU/ACRE (WITH AVAILABLE BONUS)		
MIN: N/A		
262 UNITS/7.14 ACRES = 36 UNITS/ACRE		
MULTIFAMILY PARKING REQUIREMENTS:		
(1.25 SPACES/1 BEDROOM UNIT):		
1.25 SPACES X 197 UNITS =		247 SPACES
(1.5 SPACES/2 BEDROOM UNIT):		
1.5 SPACES X 65 UNITS =		98 SPACES
TOTAL SPACES REQUIRED:		345 SPACES
PROVIDED MULTIFAMILY PARKING		
STANDARD SPACES (10'X20'):		137 SPACES
COMPACT SPACES (9'X18'):		186 SPACES
PARALLEL SPACES (10'X23'):		14 SPACES
ADA SPACES (12'X20'):		8 SPACES
TOTAL SPACES PROPOSED:		345 SPACES
BUILDING SETBACKS MULTIFAMILY:		
	MIN/MAX	PROPOSED
NORTH (FRONT):	0 FT/ NA	19 FT
SOUTH (BACK):	0 FT/ NA	84 FT
EAST (SIDE):	0 FT/ NA	12 FT
WEST (SIDE):	0 FT/ NA	18 FT
LANDSCAPING/BUFFERS MULTIFAMILY:		
	MIN	PROPOSED
NORTH (FRONT):	10/15 FT*	10/15 FT
EAST (SIDE):	10 FT	10 FT
WEST (SIDE):	15 FT	15 FT
SOUTH (BACK):	10/15 FT*	10/15 FT
*THE LANDSCAPE BUFFER WHEN ADJACENT TO PUBLIC RIGHT OF WAY IS MINIMUM 15 FT WITH BRICK, STONE, OR MASONRY WALL W/ TREES OR SHRUBS OR 25' WITH EARTHEN BERM, TREES, AND CONTINUOUS HEDGE.		
LANDSCAPE BUFFER BETWEEN ADJACENT PROPERTIES IS 10 FT.		

PROJECT SITE:		
COMMERCIAL		5.16 ACRES
ISR CALCULATION COMMERCIAL:		
COMMERCIAL IMPERVIOUS AREA:		4.31 AC
COMMERCIAL PERVIOUS AREA:		0.84 AC
MAXIMUM ISR:		1.00
PROPOSED ISR:		0.84
DENSITY COMMERCIAL:		
MULTIFAMILY DWELLING UNITS (BUILDINGS #5 & #7):		130 UNITS
TOTAL MULTIFAMILY UNITS:		130 UNITS
BUILDING #7 RETAIL SPACE:		11,550 SF
BUILDING #8 RETAIL SPACE:		10,150 SF
BUILDING #9 RETAIL SPACE:		10,400 SF
BUILDING #10 RETAIL SPACE:		21,000 SF
TOTAL COMMERCIAL SF:		53,100 SF
TOTAL AREA FOR DENSITY CALCULATIONS:		5.16 ACRES
CENTRAL BUSINESS DISTRICT (CBD)		
MAX: 40 DU/ACRE (WITH AVAILABLE BONUS)		
MIN: N/A		
130 UNITS/5.16 ACRES = 26 UNITS/ACRE		
COMMERCIAL PARKING REQUIREMENTS:		
THE COMMERCIAL PORTION OF THIS SITE INCLUDES 130 MULTIFAMILY UNITS PROVIDED WITHIN A 4 STORY LIVE-WORK MULTIFAMILY BUILDING, A 2 STORY MULTIFAMILY BUILDING ABOVE THE 10,150 SF RETAIL BUILDING, AND A 4 STORY MULTIFAMILY BUILDING.		
RETAIL PARKING REQUIREMENT:		1 SPACE/333 SF
PROPOSED 2 STORY RETAIL (10,400 SF) =		31 SPACES
PROPOSED 2 STORY RETAIL (21,000 SF) =		63 SPACES
PROPOSED 1 STORY RETAIL (10,150 SF) =		30 SPACES
COMMERCIAL SPACES REQUIRED:		124 SPACES
MULTIFAMILY PARKING REQUIREMENTS:		
(1.25 SPACES/1 BEDROOM UNIT):		
1.25 SPACES X 98 UNITS =		123 SPACES
(1.5 SPACES/2 BEDROOM UNIT):		
1.5 SPACES X 32 UNITS =		49 SPACES
MULTIFAMILY SPACES REQUIRED:		172 SPACES
TOTAL SPACES REQUIRED:		296 SPACES
PROVIDED COMMERCIAL PARKING		
STANDARD SPACES (10'X20'):		46 SPACES
COMPACT SPACES (9'X18'):		63 SPACES
PARALLEL SPACES (10'X23'):		8 SPACES
ADA SPACES (12'X20'):		6 SPACES
GARAGE SPACES (10'X20'):		180 SPACES
TOTAL SPACES PROPOSED:		303 SPACES
BUILDING SETBACKS COMMERCIAL:		
	MIN/MAX	PROPOSED
NORTH (FRONT):	0 FT/ NA	23 FT
SOUTH (BACK):	0 FT/ NA	14 FT
EAST (SIDE):	0 FT/ NA	24 FT
WEST (SIDE):	0 FT/ NA	7 FT
LANDSCAPING/BUFFERS COMMERCIAL:		
	MIN	PROPOSED
NORTH (FRONT):	10 FT	10 FT
EAST (SIDE):	10 FT	15 FT
WEST (SIDE):	10 FT	10 FT
SOUTH (BACK):	20 FT	20 FT



CITY OF CLERMONT
ORDINANCE NO. 2023-026

3. Prior to the first certificate of occupancy (CO), all the existing buildings onsite will be demolished and removed with mass grading of the site. In addition, the installation of the master utilities, street improvements, sidewalks and any other item listed in the Community Benefit Agreement, and any other utility/infrastructure needed to serve any building seeking a CO shall be completed and accepted by the City in writing prior to the first CO.
4. The Multifamily Phase buildings, 1–4, shall be constructed in a manner that closely resembles the architectural style and elevations as presented in Attachment C and shall meet the City of Clermont’s Architectural Standards.
5. Prior to the permitting and construction of the Commercial Phase buildings, 5–10, the Applicant shall be required to present the architectural plans and phase before City Council for review and approval. The City Council may request modifications to ensure compatibility within the site.
6. The maximum building height shall be up to 65 feet, measured at the highest point.
7. An increase in the ratio of compact spaces (9’ x 18’) from 10% of the overall project up to 40% of the overall project may be used.
8. Trash compacters may be substituted for dumpsters for the project if the Applicant can demonstrate it can sufficiently meet the waste demands for the project.
9. All internal streets will be privately owned and maintained by the owner and/or developer. This includes the vacated portion of Carroll Street and Lake Drive.
10. Reduced landscape islands, from 300 square feet to 200 square feet throughout the project and 160 square feet within areas of compact parking spaces may be used.
11. The removal of the requirement of construction material to be masonry or other non-wood material for the construction of the first floor of the buildings is allowed.
12. An improved pedestrian crossing will need to be installed by the Applicant crossing 12th Street. Including the north and south side of Minneola Ave. This shall be coordinated with Lake County and the City of Clermont.
13. An improved trail crossing shall be installed at the access point across the South Lake Trail leading to the Rowing Boathouse parking lot. This crossing shall be upgraded to a “Case IV Major Side Street Crossing Near Intersection.” Coordination and construction of this trail crossing shall be at the Applicant’s expense and conducted through the City and Lake County Department of Public Works.



CITY OF CLERMONT
ORDINANCE NO. 2023-026

14. The Applicant shall be required to install the necessary turn lanes on 12th Street, as required by Lake County Access Management. Additional right-of-way may be required for offsite improvements and the sidewalk. This dedication shall be made at no cost to the County or the City.
15. All leases for residential units in the project shall be for a minimum of six months on the initial lease term.
16. Upon the reconstruction and acceptance of Carroll St by the City, the owner shall dedicate the Carroll St. right-of-way to the city. This shall be dedicated and completed with the certificate of completion of the new lift station.
17. Internal streets connecting to the Row House shall be completed prior to any vertical construction (Timber Way, Oak Lane, Carroll St. and the un-named north south street between)
18. The project shall be developed according to the Central Business District (CBD) zoning designation in the Land Development Code, unless expressly stated above.
19. This Planned Unit Development shall become null and void if substantial construction work has not begun within two (2) years of the date that this Planned Unit Development is executed and signed by the permittee. "Substantial construction work" means the commencement and continuous prosecution of construction of required improvements ultimately finalized at completion. If the Planned Unit Development becomes null and void, the property will revert to the Central Business District (CBD) Zoning Designation.

SECTION 4: CONFLICT

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

SECTION 5: SEVERABILITY

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

SECTION 6: ADMINISTRATIVE CORRECTION

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



CITY OF CLERMONT
ORDINANCE NO. 2023-026

SECTION 7: RECORDING

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

SECTION 8: PUBLICATION AND AN EFFECTIVE DATE

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

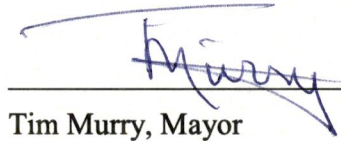


CITY OF CLERMONT
ORDINANCE NO. 2023-026

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 12th day of December, 2023.



CITY OF CLERMONT

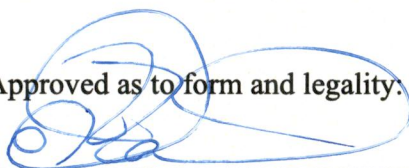


Tim Murry, Mayor

ATTEST:



Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:


Daniel F. Mantzaris, City Attorney



CITY OF CLERMONT
ORDINANCE NO. 2023-026

ATTACHMENT A – COMMUNITY BENEFIT AGREEMENT

COMMUNITY BENEFIT AGREEMENT

THIS COMMUNITY BENEFIT AGREEMENT (this "Agreement") is made and entered into as of the 12th day of December 2023, by and between THE CITY OF CLERMONT, a Florida municipal corporation, whose address is 685 W. Montrose Street, Clermont, Florida 34711 (the "City"), and WOLFE AND WALLACE PROPERTIES, INC, a Florida Profit Corporation, WOLFE & WALLACE INVESTMENTS, LLC, a Florida Limited Liability Company; whose mailing address is 995 W. Lakeshore Drive, Clermont, Florida 34711 (the "Owner").

RECITALS

- A. Owner desires to develop approximately 12.3 +/- acres of property, described and depicted in Exhibit "A" attached to and incorporated in this Agreement (hereinafter referred to as the "Property"). Owner is the fee simple owner of the Property and this shall be documented in a recent title report.
- B. The Property is currently zoned Central Business District "CBD".
- C. Owner has filed with the City a Planned Unit Development ("PUD") rezoning application for a mixed-use residential and non-residential project on the Property, as shown on the PUD, which will be developed in multiple phases (the "Project").
- D. The City of Clermont Land Development Code, Section 125-375, allows an applicant (or Owner in this case) to request the use of a density bonus in the Central Business District by including a justification statement in the description of the project in their site plan application. A bonus shall not be considered an entitlement.
- E. The Owner has provided a justification statement in order to attain a density bonus above the permitted 25 dwelling units per acre, up to 32 dwelling units per acre, resulting in an additional 85 residential dwelling units in the Project.
- F. The Owner has listed the following items to be considered to attain the density bonus:
 - 1. Donation of approximately 17,200 square feet of land area to the City of Clermont for the relocation of a new City Lift Station #6 and City Right-of-Way. Based on the current contract price/fair market value of the \$1.3 mm/AC, the value of this dedication is \$513,315.
 - 2. Donation of approximately 1,800 square feet of land bordering the neighbors to the southwest to avoid any boundary issues. Based on the current contract/fair market value of \$1.3mm/AC, the value of this donation is \$53,719.
 - 3. Construction of a new major City Lift Station #6 to current City Standards, including backup generator, RTU Tower, new interior access for vacuum/pumper truck, etc. The current station has limited access and newer equipment. Additionally, utility infrastructure improvement will include the construction of new 520 lineal feet of 8-inch PVC water main and 270 lineal feet of 8-inch PVC sewer main along Carroll Street from 12th Street to the Row House Entrance drive as proposed on the site plan. The cost of this lift station relocation and utility infrastructure is presently estimated at \$850,000.

4. Construction of new 5-foot sidewalk along the east side of 12th Street from the southwest corner of the proposed development project to Carroll Street. The cost of approximately 2,400 square feet of sidewalk is presently estimated at \$21,600.
5. Construction of a new paved parking area for the existing Row House parking area as shown on the proposed plan. The area is expected to be 32,500 square feet and will provide sixty-four (64) – 10 feet by 30 feet parking spaces. A direct connection via future Carroll Street right-of-way will be established to the Row House area through the re-development of this project. The cost of this benefit at \$10 per square foot of asphalt is presently estimated at \$325,000.
6. Currently, two public roads, Carroll Street and Lake Drive, bisect the Project. These streets are in poor condition and the City of Clermont is expecting to have to spend a significant amount to mill the asphalt and repave. The Applicant proposes to repair and reconfigure these roadways (1,404 lineal feet X 24 feet wide) as part of the internal horizontal construction of the project, which will save the City of Clermont from paying for and completing this repair. This estimated cost is approximately \$15 per square foot for a total estimated cost of \$374,400.

The sum of the total benefits provided is estimated to be \$2,140,000.

NOW, THEREFORE, in consideration of the mutual benefits and the public interest and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Owner on behalf of itself, its transferees, assigns, successors in interest and heirs, and the City agree as follows:

1. **Recitals.** The above recitals are true and correct, are hereby incorporated herein by reference, and form a material part of this Agreement.

2. **Legal Description.** The Property described on Exhibit “A” attached hereto is subject to PUD Ordinance No. 2023-025 adopted by the City of Clermont City Council as of the date hereof, and Owner intends to develop a portion of such Property pursuant thereto.

3. **Density Bonus.**

a. In order to receive the density bonus pursuant to the City of Clermont Land Development Code, Section 125-375, Owner will be obligated to make all the improvements listed in the justification statement and outlined in item F (1)-(6) above.

b. If Owner fails to timely construct such improvements indicated in item F above, Owner shall be entitled to written notice of such failure and to thirty (30) days after the receipt of that written notice in which to cure said failure. If such portion of the Density Bonus Contribution is not constructed by Owner at the time of the first Certificate of Occupancy (CO), then such failure to timely construct such portion of the Density Bonus Contribution shall constitute a default under this Agreement. Owner expressly agrees, in the event of default, City may withhold any and all building permits until such time as the Density Bonus Contribution has been fully constructed in full. Nothing herein shall prohibit City from pursuing any and all remedies available in law or equity including, without limitation, an action for specific performance. Notwithstanding anything contained in this Agreement to the contrary, in the event the PUD expires, then no payment shall be due hereunder and this Agreement shall expire.

4. **Authority.** Owner has the full power and authority to make, deliver, enter into and perform pursuant to the terms and conditions of this Agreement and has taken all necessary action to authorize the execution, delivery, and performance of the terms and conditions of this Agreement.

5. **Exhibits.** All exhibits attached hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

6. **Effective Date.** The effective date of this Agreement (the “**Effective Date**”) shall be the date this Agreement is last signed by City or Owner. The Effective Date shall be inserted on the first page of this Agreement.

7. **Amendment.** Amendments to the provisions of this Agreement shall be made by the parties only in writing by formal amendment and shall be presented and approved by City Council.

8. **Binding Effect.** This Agreement, once effective, shall run with the Property described herein and shall be binding upon and enforceable by and against the parties hereto and their beneficiaries, heirs, successors, and assigns. The City acknowledges and agrees that the Owner shall have the right to assign its rights and obligations under this Agreement to any of its successors, or assigns.

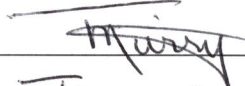
9. **Termination.** In the event that the PUD (Ordinance 2023-026) expires or is otherwise terminated, this Agreement shall become null and void.

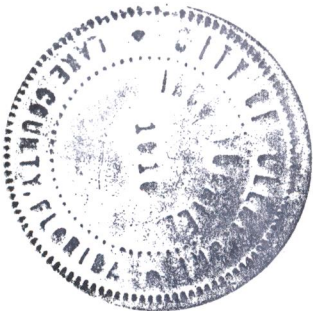
IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first above written.

CITY OF CLERMONT, FLORIDA
A Florida Municipal Corporation

Attest:


City Clerk
Tracy A. Howe
Date: 12-12-2023

By: 
Name: Tim Murry
As its: Mayor
Date: 12-12-2023



{Signatures Continued on Next Page}

Witnesses:

Signed, sealed and delivered
in our presence:

Erin Wysocki
Name: Erin Wysocki
Jimmy D. Crawford
Name: Jimmy D. Crawford

WOLFE AND WALLACE
PROPERTIES, INC.
Florida for Profit Corporation

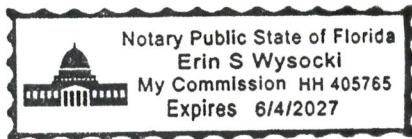
By: Del Wallace
Name: David Wallace
Its: Manager
Date: 2/22/24

WOLFE & WALLACE
INVESTMENTS, LLC
Florida Limited Liability Company

By: Del Wallace
Name: David Wallace
Its: Manager
Date: 2/22/24

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 22 day of February, 2024, by David Wallace, as Manager of Wolfe and Wallace Properties, INC. Florida Profit Corporation, on behalf of said company. S/He ☒ is personally known to me or ☐ has produced _____ (type of identification) as identification.

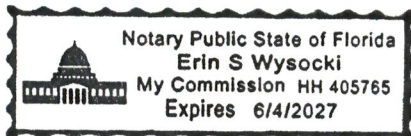


Seal

Erin S. Wysocki
Signature of Notary Public
Erin S. Wysocki
Type or Print Name
My Commission Expires: 6/4/2027
Commission No. HH 405765

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 22 day of February, 2024, by David Wallace, as Manager of Wolfe and Wallace Investments, LLC, Florida Limited Liability Company, on behalf of said company. S/He ☒ is personally known to me or ☐ has produced _____ (type of identification) as identification.



Seal

Erin S. Wysocki
Signature of Notary Public
Erin S. Wysocki
Type or Print Name
My Commission Expires: 6/4/2027
Commission No. HH 405765

EXHIBIT "A"

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, AND 16 OF BLOCK 120; LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, AND 22 OF BLOCK 119; LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, AND 13 OF BLOCK 115; AND PORTIONS OF CARROLL STREET AND WEST LAKE DRIVE, ALL OF JOHNSON'S REPLAT, OF BLOCKS, 141, 142, 143, 144, 145, 146, 115, 117, 118, 119, AND 120, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 71 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; TOGETHER WITH THAT PORTION OF OSCEOLA STREET VACATED IN THAT ORDINANCE RECORDED IN OFFICIAL RECORDS BOOK 590, PAGE 738 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; ALL LYING IN SECTIONS 23 AND 24, TOWNSHIP 22 SOUTH, RANGE 25 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF NORTH RIGHT OF WAY OF MINNEOLA AVENUE WITH THE EAST LINE OF GOVERNMENT LOT 8, LYING IN SECTION 23 TOWNSHIP 22 SOUTH, RANGE 25 EAST; THENCE RUN NORTH 89°29'17" WEST ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 232.49 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF WEST LAKE DRIVE; THENCE CONTINUE NORTH 89°29'17" WEST ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 50.00 FEET TO THE WEST RIGHT OF WAY OF WEST LAKE DRIVE; THENCE CONTINUE NORTH 89°29'17" WEST ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 125.00 FEET TO THE SOUTHWEST CORNER OF AFORESAID LOT 6 OF BLOCK 120, JOHNSON'S REPLAT; THENCE DEPARTING SAID NORTH RIGHT OF WAY RUN NORTH 0°25'20" EAST ALONG THE WEST LINES OF AFORESAID LOTS 4, 5, AND 6 OF BLOCK 120, JOHNSON'S REPLAT A DISTANCE OF 150.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 4; THENCE DEPARTING SAID WEST LINE RUN NORTH 89°29'17" WEST ALONG THE SOUTH LINES OF AFORESAID LOTS 7, 8, 9, 10, 11, 12, 13, AND 16 OF BLOCK 120, JOHNSON'S REPLAT A DISTANCE OF 497.78 FEET TO THE SOUTHWEST CORNER OF SAID LOT 16 AND A POINT ALONG THE EAST RIGHT OF WAY OF 12TH STREET; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 0°22'36" EAST ALONG THE EAST RIGHT OF WAY A DISTANCE OF 499.90 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, CONCAVE WESTERLY, HAVING A RADIUS OF 1465.68 FEET, A CHORD BEARING OF NORTH 00°10'45" WEST, AND A CHORD DISTANCE OF 10.10 FEET; THENCE ALONG THE ARC OF SAID CURVE, RUN THROUGH A CENTRAL ANGLE OF 00°23'41" FOR A DISTANCE OF 10.10 FEET TO THE NORTHWEST CORNER OF AFORESAID LOT 10 OF BLOCK 119, JOHNSON'S REPLAT AND A POINT ALONG THE SOUTH RIGHT OF WAY OF CARROLL STREET; THENCE DEPARTING SAID EAST RIGHT OF WAY RUN SOUTH 89°29'17" EAST ALONG THE NORTH LINE OF SAID LOTS 7, 8, 9, AND 10 OF BLOCK 119, AND THE SOUTH LINE OF SAID CARROLL STREET, A DISTANCE OF 273.01 FEET TO THE NORTHEAST CORNER OF AFORESAID LOT 7 OF BLOCK 119, JOHNSON'S REPLAT; THENCE DEPARTING SAID SOUTH RIGHT OF WAY RUN NORTH 24°20'54" EAST A DISTANCE OF 61.17 FEET TO THE SOUTHWEST CORNER OF AFORESAID LOT 13 OF BLOCK 115, JOHNSON'S REPLAT, ON THE NORTH RIGHT OF WAY OF SAID CARROLL STREET; THENCE DEPARTING SAID NORTH RIGHT OF WAY RUN NORTH 7°41'47" EAST A DISTANCE OF 98.18 FEET TO THE NORTHWEST CORNER OF AFORESAID LOT 13 OF BLOCK 115, JOHNSON'S REPLAT, BEING A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1176.28 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE ALSO BEING THE NORTH LINE OF AFORESAID LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, AND 13 OF BLOCK 115, JOHNSON'S REPLAT ALONG A CHORD BEARING OF SOUTH 61°10'59" EAST FOR AN ARC LENGTH OF 328.69 FEET; THENCE CONTINUING ALONG SAID NORTH LINE AND THE 100 FEET SOUTHEASTERLY EXTENSION OF RUN SOUTH 69°11'18"

EAST A DISTANCE OF 430.34 FEET; THENCE DEPARTING SAID NORTH LINE AND SOUTHEASTERLY EXTENSION RUN SOUTH 30°13'43" WEST A DISTANCE OF 190.34 FEET TO A POINT ALONG THE AFORESAID EAST LINE OF GOVERNMENT LOT 8; THENCE RUN SOUTH 0°40'24" WEST ALONG SAID EAST LINE A DISTANCE OF 343.41 FEET TO THE AFORESAID POINT OF BEGINNING.

THE LANDS DESCRIBED HEREON CONTAIN 12.309 ACRES (536,167 SQUARE FEET) MORE OR LESS.

ATTACHMENT C – MULTIFAMILY BUILDINGS 1-4 SAMPLE ELEVATION



AMENDMENT TO THE
COMMUNITY BENEFIT AGREEMENT

THIS COMMUNITY BENEFIT AGREEMENT (this "Agreement") is made and entered into as of the 12 day of November 2024, by and between THE CITY OF CLERMONT, a Florida municipal corporation, whose address is 685 W. Montrose Street, Clermont, Florida 34711 (the "City"), and WOLFE AND WALLACE PROPERTIES, INC, a Florida Profit Corporation, WOLFE & WALLACE INVESTMENTS, LLC, a Florida Limited Liability Company; whose mailing address is 995 W. Lakeshore Drive, Clermont, Florida 34711 (the "Owner").

RECITALS

- A. Owner desires to develop approximately 12.3 +/- acres of property, described and depicted in Exhibit "A" attached to and incorporated in this Agreement (hereinafter referred to as the "Property"). Owner is the fee simple owner of the Property and this shall be documented in a recent title report.
- B. The Property is currently zoned Central Business District "CBD".
- C. Owner has filed with the City a Planned Unit Development ("PUD") rezoning application for a mixed-use residential and non-residential project on the Property, as shown on the PUD, which will be developed in multiple phases (the "Project").
- D. The City of Clermont Land Development Code, Section 125-375, allows an applicant (or Owner in this case) to request the use of a density bonus in the Central Business District by including a justification statement in the description of the project in their site plan application. A bonus shall not be considered an entitlement.
- E. The Owner has provided a justification statement in order to attain a density bonus above the permitted 25 dwelling units per acre, up to 32 dwelling units per acre, resulting in an additional 85 residential dwelling units in the Project.
- F. The Owner has listed the following items to be considered to attain the density bonus:
 - 1. Donation of approximately 17,200 square feet of land area to the City of Clermont for the relocation of a new City Lift Station #6 and City Right-of-Way. Based on the current contract price/fair market value of the \$1.3 mm/AC, the value of this dedication is \$513,315.
 - 2. The landscape buffer bordering the neighbors to the southwest of the site shall be planted with an intensified landscape buffer. This buffer shall be planted with a minimum 30% increase in plant material including trees.
 - 3. Construction of a new major City Lift Station #6 to current City Standards, including backup generator, RTU Tower, new interior access for vacuum/pumper truck, etc. The current station has limited access and newer equipment. Additionally, utility infrastructure improvement will include the construction of new 520 lineal feet of 8-inch PVC water main and 270 lineal feet of 8-inch PVC sewer main along Carroll Street from 12th Street to the Row House Entrance drive as proposed on the site plan. The cost of this lift station relocation and utility infrastructure is presently estimated at \$850,000.

4. Construction of new 5-foot sidewalk along the east side of 12th Street from the southwest corner of the proposed development project to Carroll Street. The cost of approximately 2,400 square feet of sidewalk is presently estimated at \$21,600.
5. Construction of a new paved parking area for the existing Row House parking area as shown on the proposed plan. The area is expected to be 32,500 square feet and will provide sixty-four (64) – 10 feet by 30 feet parking spaces. A direct connection via future Carroll Street right-of-way will be established to the Row House area through the re-development of this project. The cost of this benefit at \$10 per square foot of asphalt is presently estimated at \$325,000.
6. Currently, two public roads, Carroll Street and Lake Drive, bisect the Project. These streets are in poor condition and the City of Clermont is expecting to have to spend a significant amount to mill the asphalt and repave. The Applicant proposes to repair and reconfigure these roadways (1,404 lineal feet X 24 feet wide) as part of the internal horizontal construction of the project, which will save the City of Clermont from paying for and completing this repair. This estimated cost is approximately \$15 per square foot for a total estimated cost of \$374,400.
7. A contribution of \$50,000 shall be made to the City of Clermont for the additional impervious surface area of .52 acres of land to drain into the Victory Point basin. Additionally, at its sole expense, Owner shall obtain all necessary modifications to City's St. John's Water Management District Permit for the Victory Point Basin to accept the additional impervious surface area of .52 acres. Without expense to it of any kind, the City agrees to reasonably cooperate with Owner to assist with any necessary modification to the permit.

The sum of the total benefits provided is estimated to be \$2,140,000.

NOW, THEREFORE, in consideration of the mutual benefits and the public interest and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Owner on behalf of itself, its transferees, assigns, successors in interest and heirs, and the City agree as follows:

1. **Recitals.** The above recitals are true and correct, are hereby incorporated herein by reference, and form a material part of this Agreement.
2. **Legal Description.** The Property described on Exhibit "A" attached hereto is subject to PUD Ordinance No. 2023-025 adopted by the City of Clermont City Council as of the date hereof, and Owner intends to develop a portion of such Property pursuant thereto.
3. **Density Bonus.**
 - a. In order to receive the density bonus pursuant to the City of Clermont Land Development Code, Section 125-375, Owner will be obligated to make all the improvements listed in the justification statement and outlined in item F (1)-(6) above.
 - b. If Owner fails to timely construct such improvements indicated in item F above, Owner shall be entitled to written notice of such failure and to thirty (30) days after the receipt of that written notice in which to cure said failure. If such portion of the Density Bonus Contribution is not constructed by Owner at the time of the second Certificate of Occupancy (CO), then such failure to timely construct such portion of the Density Bonus Contribution shall constitute a default under this Agreement. Owner expressly agrees, in the event of default, City may withhold any and all building permits until such time as the Density Bonus Contribution has been fully constructed in full. Nothing herein shall prohibit

City from pursuing any and all remedies available in law or equity including, without limitation, an action for specific performance. Notwithstanding anything contained in this Agreement to the contrary, in the event the PUD expires, then no payment shall be due hereunder and this Agreement shall expire.

4. **Authority.** Owner has the full power and authority to make, deliver, enter into and perform pursuant to the terms and conditions of this Agreement and has taken all necessary action to authorize the execution, delivery, and performance of the terms and conditions of this Agreement.

5. **Exhibits.** All exhibits attached hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

6. **Effective Date.** The effective date of this Agreement (the “**Effective Date**”) shall be the date this Agreement is last signed by City or Owner. The Effective Date shall be inserted on the first page of this Agreement.

7. **Amendment.** Amendments to the provisions of this Agreement shall be made by the parties only in writing by formal amendment and shall be presented and approved by City Council.

8. **Binding Effect.** This Agreement, once effective, shall run with the Property described herein and shall be binding upon and enforceable by and against the parties hereto and their beneficiaries, heirs, successors, and assigns. The City acknowledges and agrees that the Owner shall have the right to assign its rights and obligations under this Agreement to any of its successors, or assigns.

9. **Termination.** In the event that the PUD (Ordinance 2023-026) expires or is otherwise terminated, this Agreement shall become null and void.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first above written.

CITY OF CLERMONT, FLORIDA
A Florida Municipal Corporation

Attest:



City Clerk

Tracy A. Howe

Date:

11-12-2024

By:



Name:

Tim Murry

As its:

Mayor

Date:

11-12-2024



{Signatures Continued on Next Page}

Witnesses:

Signed, sealed and delivered
in our presence:

Em Wysocki

Name: Em Wysocki
702 W. Mayrose St.
Clement FL 34711
Name: Cynthia K Papi

WOLFE AND WALLACE
PROPERTIES, INC.
Florida Profit Corporation

By: David Wallace

Name: DAVID WALLACE

Its: Director

Date: 11/18/24

WOLFE & WALLACE
INVESTMENTS, LLC
Florida Limited Liability Company

By: David Wallace

Name: DAVID WALLACE

Its: Director

Date: 11/18/24

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18 day of November, 2024, by David Wallace, as Director of Wolfe and Wallace Properties, Inc, Florida Profit Corporation, on behalf of said company. S/He ☒ is personally known to me or ☐ has produced _____ (type of identification) as identification.



Seal

Cynthia K Papi
Signature of Notary Public
Cynthia K Papi
Type or Print Name
My Commission Expires: 4/27/2026
Commission No. HH 258467

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization, this 18 day of November, 2024, by David Wallace, as Director of Wolfe and Wallace Investments, LLC, Florida Limited Liability Company, on behalf of said company. S/He ☒ is personally known to me or ☐ has produced _____ (type of identification) as identification.



Seal

Cynthia K Papi
Signature of Notary Public
Cynthia K Papi
Type or Print Name
My Commission Expires: 4/27/2026
Commission No. HH 258467

EXHIBIT "A"

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, AND 16 OF BLOCK 120; LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, AND 22 OF BLOCK 119; LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, AND 13 OF BLOCK 115; AND PORTIONS OF CARROLL STREET AND WEST LAKE DRIVE, ALL OF JOHNSON'S REPLAT, OF BLOCKS, 141, 142, 143, 144, 145, 146, 115, 117, 118, 119, AND 120, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 71 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; TOGETHER WITH THAT PORTION OF OSCEOLA STREET VACATED IN THAT ORDINANCE RECORDED IN OFFICIAL RECORDS BOOK 590, PAGE 738 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; ALL LYING IN SECTIONS 23 AND 24, TOWNSHIP 22 SOUTH, RANGE 25 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF NORTH RIGHT OF WAY OF MINNEOLA AVENUE WITH THE EAST LINE OF GOVERNMENT LOT 8, LYING IN SECTION 23 TOWNSHIP 22 SOUTH, RANGE 25 EAST; THENCE RUN NORTH 89°29'17" WEST ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 232.49 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF WEST LAKE DRIVE; THENCE CONTINUE NORTH 89°29'17" WEST ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 50.00 FEET TO THE WEST RIGHT OF WAY OF WEST LAKE DRIVE; THENCE CONTINUE NORTH 89°29'17" WEST ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 125.00 FEET TO THE SOUTHWEST CORNER OF AFORESAID LOT 6 OF BLOCK 120, JOHNSON'S REPLAT; THENCE DEPARTING SAID NORTH RIGHT OF WAY RUN NORTH 0°25'20" EAST ALONG THE WEST LINES OF AFORESAID LOTS 4, 5, AND 6 OF BLOCK 120, JOHNSON'S REPLAT A DISTANCE OF 150.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 4; THENCE DEPARTING SAID WEST LINE RUN NORTH 89°29'17" WEST ALONG THE SOUTH LINES OF AFORESAID LOTS 7, 8, 9, 10, 11, 12, 13, AND 16 OF BLOCK 120, JOHNSON'S REPLAT A DISTANCE OF 497.78 FEET TO THE SOUTHWEST CORNER OF SAID LOT 16 AND A POINT ALONG THE EAST RIGHT OF WAY OF 12TH STREET; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 0°22'36" EAST ALONG THE EAST RIGHT OF WAY A DISTANCE OF 499.90 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, CONCAVE WESTERLY, HAVING A RADIUS OF 1465.68 FEET, A CHORD BEARING OF NORTH 00°10'45" WEST, AND A CHORD DISTANCE OF 10.10 FEET; THENCE ALONG THE ARC OF SAID CURVE, RUN THROUGH A CENTRAL ANGLE OF 00°23'41" FOR A DISTANCE OF 10.10 FEET TO THE NORTHWEST CORNER OF AFORESAID LOT 10 OF BLOCK 119, JOHNSON'S REPLAT AND A POINT ALONG THE SOUTH RIGHT OF WAY OF CARROLL STREET; THENCE DEPARTING SAID EAST RIGHT OF WAY RUN SOUTH 89°29'17" EAST ALONG THE NORTH LINE OF SAID LOTS 7, 8, 9, AND 10 OF BLOCK 119, AND THE SOUTH LINE OF SAID CARROLL STREET, A DISTANCE OF 273.01 FEET TO THE NORTHEAST CORNER OF AFORESAID LOT 7 OF BLOCK 119, JOHNSON'S REPLAT; THENCE DEPARTING SAID SOUTH RIGHT OF WAY RUN NORTH 24°20'54" EAST A DISTANCE OF 61.17 FEET TO THE SOUTHWEST CORNER OF AFORESAID LOT 13 OF BLOCK 115, JOHNSON'S REPLAT, ON THE NORTH RIGHT OF WAY OF SAID CARROLL STREET; THENCE DEPARTING SAID NORTH RIGHT OF WAY RUN NORTH 7°41'47" EAST A DISTANCE OF 98.18 FEET TO THE NORTHWEST CORNER OF AFORESAID LOT 13 OF BLOCK 115, JOHNSON'S REPLAT, BEING A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1176.28 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE ALSO BEING THE NORTH LINE OF AFORESAID LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, AND 13 OF BLOCK 115, JOHNSON'S REPLAT ALONG A CHORD BEARING OF SOUTH 61°10'59" EAST FOR AN ARC LENGTH OF 328.69 FEET; THENCE CONTINUING ALONG SAID NORTH LINE AND THE 100 FEET SOUTHEASTERLY EXTENSION OF RUN SOUTH 69°11'18"

EAST A DISTANCE OF 430.34 FEET; THENCE DEPARTING SAID NORTH LINE AND SOUTHEASTERLY EXTENSION RUN SOUTH 30°13'43" WEST A DISTANCE OF 190.34 FEET TO A POINT ALONG THE AFORESAID EAST LINE OF GOVERNMENT LOT 8; THENCE RUN SOUTH 0°40'24" WEST ALONG SAID EAST LINE A DISTANCE OF 343.41 FEET TO THE AFORESAID POINT OF BEGINNING.

THE LANDS DESCRIBED HEREON CONTAIN 12.309 ACRES (536,167 SQUARE FEET) MORE OR LESS.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, July 29, 2025		
Agenda Item Name		
Ordinance No. 2025-017 <i>Land Development Code Amendment</i>		
Requested Action		
Recommend approval of Ordinance No. 2025-017.		
Staff Report		
The city staff are 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 No. 2025-18. The City staff have met on numerous occasions with industry-leading experts that helped craft the changes. <i>The Planning and Zoning Commission recommended approval with corrected language for accent trees, 7-0.</i> 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. Ord 2025-017 LDC Vegetation 123 (07.18.2025)	Ord 2025-017 LDC Vegetation 123 (07.18.2025).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).

Hatracking 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~~ accent 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~~ accent 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~~ accent 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~~ accent 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>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

CITY OF CLERMONT
ORDINANCE NO. 2025-017

			Little Gem Magnolia	Magnolia grandiflora 'Little Gem'
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Preferred Understory Tree List

a	;	e		
XX		dm	American Holly	Ilex cassine
XX		d	Bluejack Oak	Quercus incana
X		m	Cherry Laurel	Prunus caroliniana
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 siliceicola
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)	Platycladus orientalis

CITY OF CLERMONT
ORDINANCE NO. 2025-017

	Azalea (E)	Rhododendron hybrids
(X)	Boxwood, Japanese (E)	Buxus microphylla
(X)	Crepe Myrtle (D)	Lagerstroemia indica
(X)	Cypress, Leylandii (E)	Cyressocyparis leylandii
(X)	Feijoa (E)	Feijoa sellowiana
(X)	Holly, Ambigua (D)	Ilex ambigua
(X)	Holly, American (E)	Ilex opaca
(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

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 29th day of July, 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, July 29, 2025		
Agenda Item Name		
Ordinance No. 2025-018 <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 that would be established by the City's most recent Consumptive Use Permit (CUP) issued by 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. <i>The Planning and Zoning Commission approved 7-0. Staff recommends approval of Ordinance 2025-18.</i>		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ord 2025-018 Code Chapter 18 Article VIII Irrigation Landscaping (07.18.2025)	Ord 2025-018 Code Chapter 18 Article VIII Irrigation Landscaping (07.18.2025).pdf	
2. 2025-018 BIE for Irrigation & Landscaping	2025-018 Business Impact Estimate for Code Irrigation & Landscaping.pdf	
3. Legal Ad	Legal Ad.pdf	
4. Landscape Standards 7-14-25	Landscape Standards 7-14-25.docx	



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.

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.

- (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 the annual landscape irrigation application rate ~~of as established by St. Johns River Water Management District (SJRWMD) that is identified in the City's most recent consumptive use Permit. 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 29th day of July, 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.

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

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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

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.

Category	Common Name	Latin Name
Ferns	Leather Fern	<i>Acrostichum danaeifolium</i>
Ferns	Giant Sword Fern	<i>Nephrolepis biserrata</i>
Ferns	Sword Fern	<i>Nephrolepis exaltata</i>
Ferns	Bracken Fern	<i>Pteridium aquilinum</i>
Ferns	Bracken Fern	<i>Pteridium aquilinum</i>
Ferns	Leatherleaf Fern	<i>Rumohra adiantiformis</i>
Grasses	Bluestem Grass	<i>Andropogon spp.</i>
Grasses	Elliott's Lovegrass	<i>Eragrostis elliottii</i>
Grasses	Purple Lovegrass	<i>Eragrostis spectabilis</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>
Grasses	White Cloud' Muhly Grass	<i>Muhlenbergia capillaris 'White Cloud'</i>
Grasses	Wiregrass	<i>Aristida stricta var. beyrichiana</i>
Grasses	Lemongrass	<i>Cymbopogon citratus</i>
Grasses	Elliott's Lovegrass	<i>Eragrostis elliottii</i>
Grasses	Purple Lovegrass	<i>Eragrostis spectabilis</i>
Grasses	Zebra Grass	<i>Miscanthus sinensis</i>
Grasses	Panic Grass	<i>Panicum virgatum</i>
Groundcover	Perennial Peanut	<i>Arachis glabrata</i>

CITY OF CLERMONT ~ Landscape Standards

Groundcover	Lanceleaf Coreopsis	<i>Coreopsis lanceolata</i>
Groundcover	Swamp Twinflower	<i>Dyschoriste humistrata</i>
Groundcover	Sunshine Mimosa	<i>Mimosa strigillosa</i>
Groundcover	Frogfruit	<i>Phyla nodiflora</i>
Groundcover	Georgia Calamint	<i>Clinopodium georgianum</i>
Groundcover	Juniperus conferta	<i>Creeping Juniper</i>
Groundcover	Twin Flower	<i>Dyschoriste oblongifolia</i>
Groundcover	Blue Daze	<i>Evolvulus glomeratus</i>
Groundcover	Tampa vervain	<i>Glandularia tampensis</i>
Groundcover	Giant Sword Fern	<i>Nephrolepis biserrata</i>
Groundcover	Sword Fern	<i>Nephrolepis exaltata</i>
Groundcover	Mondo Grass	<i>Ophiopogon japonicus</i>
Groundcover	Leatherleaf Fern	<i>Rumohra adiantiformis</i>
Groundcover	Inkberry	<i>Scaevola plumieri</i>
Groundcover	Asiatic Jasmine	<i>Trachelospermum asiaticum</i>
Groundcover	Cardboard Plant	<i>Zamia furfuracea</i>
Groundcover	Coontie	<i>Zamia pumila</i>
Large Shrubs	Pineapple Guava	<i>Acca sellowiana</i>
Large Shrubs	Pipestem	<i>Agarista populifolia</i>
Large Shrubs	Century plant	<i>Agave spp.</i>
Large Shrubs	Sweet Almond Bush	<i>Aloysia virgata</i>
Large Shrubs	Devil's Walkingstick	<i>Aralia spinosa</i>
Large Shrubs	Marlberry	<i>Ardisia escallonioides</i>
Large Shrubs	Pawpaw	<i>Asimina spp.</i>
Large Shrubs	Yesterday Today and Tomorrow	<i>Brunfelsia grandiflora</i>
Large Shrubs	Carolina Allspice	<i>Calycanthus floridus</i>
Large Shrubs	Camellia	<i>Camellia japonica</i>
Large Shrubs	Sasanqua	<i>Camellia sasanqua</i>
Large Shrubs	Buttonbush	<i>Cephalanthus occidentalis</i>
Large Shrubs	Seagrape	<i>Coccoloba uvifera</i>
Large Shrubs	Buttonwood	<i>Conocarpus erectus</i>

CITY OF CLERMONT ~ Landscape Standards

Large Shrubs	Golden Dewdrop	<i>Duranta erecta</i>
Large Shrubs	Coral Bean, Cherokee Bean	<i>Erythrina herbacea</i>
Large Shrubs	Stoppers	<i>Eugenia spp.</i>
Large Shrubs	American Beautyberry	<i>Callicarpa americana</i>
Large Shrubs	Cocoplum	<i>Chrysobalanus icaco</i>
Large Shrubs	Oakleaf Hydrangea	<i>Hydrangea quercifolia</i>
Large Shrubs	Ocala' Anise	<i>Illicium parviflorum 'Ocala'</i>
Large Shrubs	Show Stopper' Simpson's Stopper	<i>Myrcianthes fragrans 'Show Stopper' TM</i>
Large Shrubs	Florida Privet	<i>Forestiera segregata</i>
Large Shrubs	Two-wing Silverbell	<i>Halesia diptera</i>
Large Shrubs	Firebush	<i>Hamelia patens</i>
Large Shrubs	Hydrangea	<i>Hydrangea macrophylla</i>
Large Shrubs	Yaupon Holly	<i>Ilex vomitoria</i>
Large Shrubs	Star Anise	<i>Illicium spp.</i>
Large Shrubs	Rusty Lyonia	<i>Lyonia ferruginea</i>
Large Shrubs	Simpson's Stopper	<i>Myrcianthes fragrans</i>
Large Shrubs	Also known as Twinberry	<i>Myrica cerifera</i>
Large Shrubs	Hydrangea quercifolia	<i>Oakleaf Hydrangea</i>
Large Shrubs	Wild Olive	<i>Osmanthus americanus</i>
Large Shrubs	Tea Olive	<i>Osmanthus fragrans</i>
Large Shrubs	Sweet Acacia	<i>Vachellia farnesiana</i>
Canopy Trees	Red Maple	<i>Acer rubrum</i>
Canopy Trees	River Birch	<i>Betula nigra</i>
Canopy Trees	Black Olive	<i>Bucida buceras</i>
Canopy Trees	Hickories	<i>Carya spp.</i>
Canopy Trees	Buttonwood	<i>Conocarpus erectus</i>
Canopy Trees	Loblolly Bay	<i>Gordonia lasianthus</i>
Canopy Trees	Sweetgum	<i>Liquidambar styraciflua</i>
Canopy Trees	Slash Pine	<i>Pinus elliotii</i>
Canopy Trees	Densa' Pine	<i>Pinus elliotii 'Densa'</i>
Canopy Trees	Longleaf Pine	<i>Pinus palustris</i>

CITY OF CLERMONT ~ Landscape Standards

Canopy Trees	Sycamore	<i>Plantanus occidentalis</i>
Canopy Trees	Bluff Oak	<i>Quercus austrina</i>
Canopy Trees	Sand Live Oak	<i>Quercus geminata</i>
Canopy Trees	Live Oak	<i>Quercus virginiana</i>
Canopy Trees	Pond Cypress	<i>Taxodium ascendens</i>
Canopy Trees	Bald Cypress	<i>Taxodium distichum</i>
Canopy Trees	Winged Elm	<i>Ulmus alata</i>
Canopy Trees	Red Cedar	<i>Juniperus virginiana</i>
Canopy Trees	Southern Magnolia	<i>Magnolia grandiflora</i>
Canopy Trees	Sweet Bay Magnolia	<i>Magnolia virginiana</i>
Canopy Trees	Avocado	<i>Persea americana</i>
Canopy Trees	Loblolly Pine	<i>Pinus taeda</i>
Canopy Trees	Turkey Oak	<i>Quercus falcata</i>
Palms	Pindo Palm	<i>Butia capitata</i>
Palms	European Fan Palm	<i>Chamaerops humilis</i>
Palms	Dioon	<i>Dioon edule</i>
Palms	Paurotis palm	<i>Acoelorrhaphe wrightii</i>
Palms	Bismarck plam	<i>Bismarckia nobilis</i>
Palms	Medjool Palm	<i>Phoenix dactylifera</i>
Palms	Sylvester Date Palm	<i>Phoenix sylvestris</i>
Palms	Needle Palm	<i>Rhapidophyllum hystrix</i>
Palms	Dwarf Palmetto	<i>Sabal minor</i>
Palms	Sabal Palm	<i>Sabal palmetto</i>
Palms	Adams Needle	<i>Yucca filamentosa</i>
Palms	Chinese Fan Palm	<i>Livistona spp.</i>
Palms	Ponytail Palm	<i>Nolina recurvata</i>
Palms	Lady Palm	<i>Rhapis excelsa</i>
Palms	Slender Lady Palm	<i>Rhapis humilis</i>
Palms	Scrub Palmetto	<i>Sabal etonia</i>
Palms	Saw Palmetto	<i>Serenoa repens</i>
Palms	Washington Palm	<i>Washingtonia robusta</i>

CITY OF CLERMONT ~ Landscape Standards

Palms	Foxtail Palm	<i>Wodyetia bifurcata</i>
Palms	Cardboard Plant	<i>Zamia furfuracea</i>
Palms	Coontie	<i>Zamia pumila</i>
Perennials	Century plant	<i>Agave spp.</i>
Perennials	Milkweed	<i>Asclepias spp.</i>
Perennials	Pawpaw	<i>Asimina spp.</i>
Perennials	Cast Iron Plant	<i>Aspidistra elatior</i>
Perennials	Bromeliads	<i>Bromeliaceae spp.</i>
Perennials	Bulbine	<i>Bulbine frutescens</i>
Perennials	Canna Lily	<i>Canna spp.</i>
Perennials	Coreopsis	<i>Coreopsis spp.</i>
Perennials	Crinum Lily	<i>Crinum spp.</i>
Perennials	Twin Flower	<i>Dyschoriste oblongifolia</i>
Perennials	Purple Coneflower	<i>Echinacea purpurea</i>
Perennials	Bush Daisy	<i>Euryops spp.</i>
Perennials	Blue Daze	<i>Evolvulus glomeratus</i>
Perennials	Yellowtop	<i>Flaveria linearis</i>
Perennials	Swamp Sunflower	<i>Helianthus angustifolius</i>
Perennials	Amaryllis	<i>Hippeastrum spp.</i>
Perennials	Kalanchoe	<i>Kalanchoe blossfeldiana</i>
Perennials	Blazing Star	<i>Liatris spp.</i>
Perennials	Milkweed 'Swamp'	<i>Asclepias incarnata</i>
Perennials	Aquatic milkweed	<i>Asclepias perennis</i>
Perennials	Butterfly Milkweed	<i>Asclepias tuberosa</i>
Perennials	Florida Greeneyes	<i>Berlandiera subacaulis</i>
Perennials	Sea Oxeye Daisy	<i>Borrchia frutescens</i>
Perennials	Goldenaster	<i>Chrysopsis spp</i>
Perennials	False Rosemary	<i>Conradia canescens</i>
Perennials	Leavenworth Tickseed	<i>Coreopsis leavenworthii</i>
Perennials	Button Rattlesnake Master	<i>Eryngium yuccifolium</i>
Perennials	Coral bean	<i>Erythrina herbacea</i>

CITY OF CLERMONT ~ Landscape Standards

Perennials	Blanket Flower	<i>Gallardia pulchella</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	Black Eyed Susan	<i>Rudbeckia hirta</i>
Perennials	Tropical Sage	<i>Salvia coccinea</i>
Perennials	Pentas	<i>Pentas lanceolata</i>
Perennials	Native Star' Starry Rosin Flower	<i>Silphium asteriscus 'Native Star'</i>
Perennials	Seaside Goldenrod	<i>Solidago sempervirens</i>
Perennials	Native Blue Porterweed	<i>Stachytarpheta jamicensis</i>
Perennials	Stokes Aster	<i>Stokesia laevis</i>
Perennials	Ohio Spiderwort	<i>Tradescantia ohiensis</i>
Perennials	Giant Ironweed	<i>Vernonia gigantea</i>
Perennials	Plumbago	<i>Plumbago auriculata</i>
Perennials	Bracken Fern	<i>Pteridium aquilinum</i>
Perennials	Rudbeckia	<i>Rudbeckia fulgida</i>
Perennials	Salvia	<i>Salvia spp.</i>
Perennials	Blue-eyed Grass	<i>Sisyrinchium angustifolium</i>
Perennials	Goldenrod	<i>Solidago spp.</i>
Small Shrub	Aloe	<i>Aloe spp.</i>
Small Shrub	Partridge Pea	<i>Chamaecrista fasciculata</i>
Small Shrub	Pineland Lantana	<i>Lantana depressa</i>
Small Shrub	Fetterbush, Shiny Lyonia	<i>Lyonia lucida</i>
Small Shrub	Holly 'Schilling's Dwarf'	<i>Ilex vomitoria 'Schilling's Dwarf'</i>
Small Shrub	Bahamian Coffee	<i>Psychotria ligustrifolia</i>

CITY OF CLERMONT ~ Landscape Standards

Small Shrub	Little Psycho' Wild Coffee	<i>Psychotria nervosa</i> 'Little Psycho'TM
Small Shrub	Darrow's Blueberry	<i>Vaccinium darrowii</i>
Small Shrub	Rosemary	<i>Rosmarinus</i> spp.
Small Shrub	Scrub Palmetto	<i>Sabal etonia</i>
Small Shrub	Privet Senna	<i>Senna ligustrina</i>
Small Shrub	Stiff Goldenrod	<i>Solidago rigida</i>
Small Trees	Formosa Palm, Sugar palm	<i>Arenga engleri</i>
Small Trees	Pindo Palm	<i>Butia capitata</i>
Small Trees	Buttonbush	<i>Cephalanthus occidentalis</i>
Small Trees	Seagrape	<i>Coccoloba uvifera</i>
Small Trees	Loquat	<i>Eriobotrya japonica</i>
Small Trees	Stoppers	<i>Eugenia</i> spp.
Small Trees	Florida Privet	<i>Forestiera segregata</i>
Small Trees	Gallberry	<i>Ilex glabra</i>
Small Trees	Yaupon Holly	<i>Ilex vomitoria</i>
Small Trees	Simpson's Stopper	<i>Myrcianthes fragrans</i>
Small Trees	Jaboticaba	<i>Myrciaria cauliflora</i>
Small Trees	Wax Myrtle	<i>Myrica cerifera</i>
Small Trees	Olive	<i>Olea europa</i>
Small Trees	Wild Olive	<i>Osmanthus americanus</i>
Small Trees	Chickasaw Plum	<i>Prunus angustifolia</i>
Small Trees	Desert Cassia	<i>Senna polyphylla</i>
Small Trees	Walter's viburnum	<i>Viburnum obovatum</i>
Accent Trees	Pigeonplum	<i>Coccoloba diversifolia</i>
Accent Trees	Arizona Cypress	<i>Cupressus arizonica</i> var. <i>arizonica</i>
Accent Trees	Japanese Blueberry	<i>Elaeocarpus decipens</i>
Accent Trees	Dahoon Holly	<i>Ilex cassine</i>
Accent Trees	East Palatka Holly	<i>Ilex x attenuata</i>
Accent Trees	Crape Myrtle	<i>Lagerstroemia indica</i>
Accent Trees	White Fringe Tree	<i>Chionanthus virginicus</i>
Accent Trees	Souther Red Cedar	<i>Juniperus silicicola</i>

CITY OF CLERMONT ~ Landscape Standards

Accent Trees	Flatswood Plum	<i>Prunus umbalata</i>
Accent Trees	Hercules' Club	<i>Zanthoxylum clava-hercul</i>

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

CITY OF CLERMONT ~ Landscape Standards

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.

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.



AGENDA ITEM

Meeting Date		
Tuesday, July 29, 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.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, July 29, 2025		
Agenda Item Name		
Fiscal Year 2026 Proposed Ad Valorem Millage Rate		
Requested Action		
Recommend to adopt 4.7000 as the proposed Fiscal Year 2026 Ad Valorem millage rate that will be noticed to all taxpayers.		
Staff Report		
Pursuant to Florida Statutes, the City must inform the Lake County Property Appraiser by August 4th of the proposed Ad Valorem millage rate for Fiscal Year 2026. The proposed millage rate will be included in the property tax notices mailed to all City property owners by the Lake County Property Appraiser in August. This notice of the proposed millage rate also includes the date of the public hearing to adopt the tentative millage rate, which is Thursday, September 4, 2025, at 5:30 pm. The final millage rate for Fiscal Year 2026 will be approved by the City Council at a public hearing on Thursday, September 18, 2025, at 5:30 pm. The final rate may be lower than the proposed millage rate, but it may not be higher. As discussed at the recent Budget Workshop on July 15, 2025, it is recommended that the proposed millage rate be adopted at 4.7000 mills for Fiscal Year 2026. This reflects a decrease from the current year's rate of 4.8800.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Millage Agenda Packet	Millage Agenda Packet .pdf	



CERTIFICATION OF TAXABLE VALUE

DR-420
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2025	County : Lake
Principal Authority : City of Clermont	Taxing Authority : City of Clermont - Operating

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	\$	6,084,239,979	(1)	
2.	Current year taxable value of personal property for operating purposes	\$	234,703,569	(2)	
3.	Current year taxable value of centrally assessed property for operating purposes	\$	0	(3)	
4.	Current year gross taxable value for operating purposes <i>(Line 1 plus Line 2 plus Line 3)</i>	\$	6,318,943,548	(4)	
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	\$	321,589,177	(5)	
6.	Current year adjusted taxable value <i>(Line 4 minus Line 5)</i>	\$	5,997,354,371	(6)	
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	\$	5,670,836,820	(7)	
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	☒ YES	☐ NO	Number 2	(8)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, <i>Certification of Voted Debt Millage</i> forms attached. If none, enter 0	☐ YES	☒ NO	Number 0	(9)
SIGN HERE	Property Appraiser Certification		I certify the taxable values above are correct to the best of my knowledge.		
	Signature of Property Appraiser: Electronically Certified by Property Appraiser		Date : 7/1/2025 6:46:14 PM		

SECTION II : COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.				
10.	Prior year operating millage levy <i>(If prior year millage was adjusted then use adjusted millage from Form DR-422)</i>		4.8800 per \$1,000	(10)
11.	Prior year ad valorem proceeds <i>(Line 7 multiplied by Line 10, divided by 1,000)</i>	\$	27,673,684	(11)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value <i>(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)</i>	\$	401,129	(12)
13.	Adjusted prior year ad valorem proceeds <i>(Line 11 minus Line 12)</i>	\$	27,272,555	(13)
14.	Dedicated increment value, if any <i>(Sum of either Line 6b or Line 7e for all DR-420TIF forms)</i>	\$	92,237,758	(14)
15.	Adjusted current year taxable value <i>(Line 6 minus Line 14)</i>	\$	5,905,116,613	(15)
16.	Current year rolled-back rate <i>(Line 13 divided by Line 15, multiplied by 1,000)</i>		4.6185 per \$1000	(16)
17.	Current year proposed operating millage rate		4.7000 per \$1000	(17)
18.	Total taxes to be levied at proposed millage rate <i>(Line 17 multiplied by Line 4, divided by 1,000)</i>	\$	29,699,035	(18)

19.	TYPE of principal authority (check one)	☐ County	☐ Independent Special District	(19)
		☒ Municipality	☐ Water Management District	
20.	Applicable taxing authority (check one)	☒ Principal Authority	☐ Dependent Special District	(20)
		☐ MSTU	☐ Water Management District Basin	
21.	Is millage levied in more than one county? (check one)	☐ Yes	☒ No	(21)
DEPENDENT SPECIAL DISTRICTS AND MSTUs			STOP HERE - SIGN AND SUBMIT	
22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. <i>(The sum of Line 13 from all DR-420 forms)</i>	\$	27,272,555	(22)
23.	Current year aggregate rolled-back rate <i>(Line 22 divided by Line 15, multiplied by 1,000)</i>		4.6185 per \$1,000	(23)
24.	Current year aggregate rolled-back taxes <i>(Line 4 multiplied by Line 23, divided by 1,000)</i>	\$	29,184,041	(24)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. <i>(The sum of Line 18 from all DR-420 forms)</i>	\$	29,699,035	(25)
26.	Current year proposed aggregate millage rate <i>(Line 25 divided by Line 4, multiplied by 1,000)</i>		4.7000 per \$1,000	(26)
27.	Current year proposed rate as a percent change of rolled-back rate <i>(Line 26 divided by Line 23, minus 1, multiplied by 100)</i>		1.76 %	(27)
First public budget hearing		Date :	Time :	Place :
		9/4/2025	5:30 PM EST	685 W Montrose St Clermont 34711
SIGN HERE	Taxing Authority Certification		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.	
	Signature of Chief Administrative Officer :			Date :
	Title :		Contact Name and Contact Title :	
	Mailing Address :		Physical Address :	
	City, State, Zip :		Phone Number :	Fax Number :

Instructions on page 3

CERTIFICATION OF TAXABLE VALUE INSTRUCTIONS

“Principal Authority” is a county, municipality, or independent special district (including water management districts).

“Taxing Authority” is the entity levying the millage. This includes the principal authority, any special district dependent to the principal authority, any county municipal service taxing unit (MSTU), and water management district basins.

Each taxing authority must submit to their property appraiser a DR-420 and the following forms, as applicable:

- DR-420TIF, Tax Increment Adjustment Worksheet
- DR-420DEBT, Certification of Voted Debt Millage
- DR-420MM-P, Maximum Millage Levy Calculation - Preliminary Disclosure

Section I: Property Appraiser

Use this DR-420 form for all taxing authorities except school districts. Complete Section I, Lines 1 through 9, for each county, municipality, independent special district, dependent special district, MSTU, and multicounty taxing authority. Enter only taxable values that apply to the taxing authority indicated. Use a separate form for the principal authority and each dependent district, MSTU and water management district basin.

Line 8

Complete a DR-420TIF for each taxing authority making payments to a redevelopment trust fund under Section 163.387 (2)(a), Florida Statutes or by an ordinance, resolution or agreement to fund a project or to finance essential infrastructure.

Check “Yes” if the taxing authority makes payments to a redevelopment trust fund. Enter the number of DR-420TIF forms attached for the taxing authority on Line 8. Enter 0 if none.

Line 9

Complete a DR-420DEBT for each taxing authority levying either a voted debt service millage (s.12, Article VII, State Constitution) or a levy voted for two years or less (s. 9(b), Article VII, State Constitution).

Check “Yes” if the taxing authority levies either a voted debt service millage or a levy voted for 2 years or less (s. 9(b), Article VII, State Constitution). These levies do not include levies approved by a voter referendum not required by the State Constitution. Complete and attach DR-420DEBT. Do not complete a separate DR-420 for these levies.

Send a copy to each taxing authority and keep a copy. When the taxing authority returns the DR-420 and the accompanying forms, immediately send the original to:

Florida Department of Revenue
Property Tax Oversight - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315-3000

Section II: Taxing Authority

Complete Section II. Keep one copy, return the original and one copy to your property appraiser with the applicable DR-420TIF, DR-420DEBT, and DR-420MM-P within 35 days of certification. Send one copy to the tax collector. “Dependent special district” (ss. 200.001(8)(d) and 189.403(2), F.S.) means a special district that meets at least one of the following criteria:

- The membership of its governing body is identical to that of the governing body of a single county or a single municipality.
- All members of its governing body are appointed by the governing body of a single county or a single municipality.
- During their unexpired terms, members of the special district's governing body are subject to removal at will by the governing body of a single county or a single municipality.
- The district has a budget that requires approval through an affirmative vote or can be vetoed by the governing body of a single county or a single municipality.

“Independent special district” (ss. 200.001(8)(e) and 189.403 (3), F.S.) means a special district that is not a dependent special district as defined above. A district that includes more than one county is an independent special district unless the district lies wholly within the boundaries of a single municipality.

“Non-voted millage” is any millage not defined as a “voted millage” in s. 200.001(8)(f), F.S.

Lines 12 and 14

Adjust the calculation of the rolled-back rate for tax increment values and payment amounts. See the instructions for DR-420TIF. On Lines 12 and 14, carry forward values from the DR-420TIF forms.

Line 24

Include only those levies derived from millage rates.



MAXIMUM MILLAGE LEVY CALCULATION PRELIMINARY DISCLOSURE

For municipal governments, counties, and special districts

DR-420MM-P
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2025		County : Lake	
Principal Authority : City of Clermont		Taxing Authority : City of Clermont - Operating	
1.	Is your taxing authority a municipality or independent special district that has levied ad valorem taxes for less than 5 years?	☐ Yes	☒ No (1)
IF YES,  STOP HERE. SIGN AND SUBMIT. You are not subject to a millage limitation.			
2.	Current year rolled-back rate from Current Year Form DR-420, Line 16	4.6185 per \$1,000	(2)
3.	Prior year maximum millage rate with a majority vote from 2023 Form DR-420MM, Line 13	4.8867 per \$1,000	(3)
4.	Prior year operating millage rate from Current Year Form DR-420, Line 10	4.8800 per \$1,000	(4)
If Line 4 is equal to or greater than Line 3, skip to Line 11. If less, continue to Line 5.			
Adjust rolled-back rate based on prior year majority-vote maximum millage rate			
5.	Prior year final gross taxable value from Current Year Form DR-420, Line 7	\$ 5,670,836,820	(5)
6.	Prior year maximum ad valorem proceeds with majority vote (Line 3 multiplied by Line 5 divided by 1,000)	\$ 27,711,678	(6)
7.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value from Current Year Form DR-420 Line 12	\$ 401,129	(7)
8.	Adjusted prior year ad valorem proceeds with majority vote (Line 6 minus Line 7)	\$ 27,310,549	(8)
9.	Adjusted current year taxable value from Current Year form DR-420 Line 15	\$ 5,905,116,613	(9)
10.	Adjusted current year rolled-back rate (Line 8 divided by Line 9, multiplied by 1,000)	4.6249 per \$1,000	(10)
Calculate maximum millage levy			
11.	Rolled-back rate to be used for maximum millage levy calculation (Enter Line 10 if adjusted or else enter Line 2)	4.6249 per \$1,000	(11)
12.	Adjustment for change in per capita Florida personal income (See Line 12 Instructions)	1.0451	(12)
13.	Majority vote maximum millage rate allowed (Line 11 multiplied by Line 12)	4.8335 per \$1,000	(13)
14.	Two-thirds vote maximum millage rate allowed (Multiply Line 13 by 1.10)	5.3169 per \$1,000	(14)
15.	Current year adopted millage rate	4.7000 per \$1,000	(15)
16.	Minimum vote required to levy adopted millage: (Check one)		(16)
☒	a. Majority vote of the governing body: Check here if Line 15 is less than or equal to Line 13. The maximum millage rate is equal to the majority vote maximum rate. Enter Line 13 on Line 17.		
☐	b. Two-thirds vote of governing body: Check here if Line 15 is less than or equal to Line 14, but greater than Line 13. The maximum millage rate is equal to adopted rate. Enter Line 15 on Line 17.		
☐	c. Unanimous vote of the governing body, or 3/4 vote if nine members or more: Check here if Line 15 is greater than Line 14. The maximum millage rate is equal to the adopted rate. Enter Line 15 on Line 17.		
☐	d. Referendum: The maximum millage rate is equal to the adopted rate. Enter Line 15 on Line 17.		
17.	The selection on Line 16 allows a maximum millage rate of (Enter rate indicated by choice on Line 16).	4.8335 per \$1,000	(17)
18.	Current year gross taxable value from Current Year Form DR-420, Line 4	\$ 6,318,943,548	(18)

Continued on page 2

Taxing Authority : City of Clermont - Operating		DR-420MM-P R. 5/12 Page 2	
19.	Current year adopted taxes <i>(Line 15 multiplied by Line 18, divided by 1,000).</i>	\$ 29,699,035	(19)
20.	Total taxes levied at the maximum millage rate <i>(Line 17 multiplied by Line 18, divided by 1,000).</i>	\$ 30,542,614	(20)
DEPENDENT SPECIAL DISTRICTS AND MSTUs			STOP HERE. SIGN AND SUBMIT.
21.	Enter the current year adopted taxes of all dependent special districts & MSTUs levying a millage. <i>(The sum of all Lines 19 from each district's Form DR-420MM-P)</i>	\$ 0	(21)
22.	Total current year adopted taxes <i>(Line 19 plus Line 21).</i>	\$ 29,699,035	(22)
Total Maximum Taxes			
23.	Enter the taxes at the maximum millage of all dependent special districts & MSTUs levying a millage <i>(The sum of all Lines 20 from each district's Form DR-420MM-P).</i>	\$ 0	(23)
24.	Total taxes at maximum millage rate <i>(Line 20 plus Line 23).</i>	\$ 30,542,614	(24)
Total Maximum Versus Total Taxes Levied			
25.	Are total current year adopted taxes on Line 22 equal to or less than total taxes at the maximum millage rate on Line 24? (Check one)	☒ YES ☐ NO	(25)
S I G N H E R E	Taxing Authority Certification		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.
	Signature of Chief Administrative Officer :		Date :
	Title :	Contact Name and Contact Title :	
	Mailing Address :	Physical Address :	
	City, State, Zip :	Phone Number :	Fax Number :

Complete and submit this form to the Department of Revenue with the completed DR-487, Certification of Compliance, within 30 days of the final hearing.

**MAXIMUM MILLAGE LEVY CALCULATION
PRELIMINARY DISCLOSURE
INSTRUCTIONS**

DR-420MM-P
R.5/12
Page 3

General Instructions

Each of the following taxing authorities must complete a DR-420MM-P.

- County
- Municipality
- Special district dependent to a county or municipality
- County MSTU
- Independent special district, including water management districts
- Water management district basin

Voting requirements for millages adopted by a two-thirds or a unanimous vote are based on the full membership of the governing body, not on the number of members present at the time of the vote.

This form calculates the maximum tax levy for 2024 allowed under s. 200.065(5), F.S. Counties and municipalities, including dependent special districts and MSTUs, which adopt a tax levy at the final hearing higher than allowed under s. 200.065, F.S., may be subject to the loss of their half-cent sales tax distribution.

DR-420MM-P shows the preliminary maximum millages and taxes levied based on your proposed adoption vote. Each taxing authority must complete, sign, and submit this form to their property appraiser with their completed DR-420, Certification of Taxable Value.

The vote at the final hearing and the resulting maximum may change. After the final hearing, each taxing authority will file a final Form DR-420MM, Maximum Millage Levy Calculation Final Disclosure, with Form DR-487, Certification of Compliance, with the Department of Revenue.

Specific tax year references in this form are updated each year by the Department.

Line Instructions

Lines 5-10

Only taxing authorities that levied a 2023 millage rate less than their maximum majority vote rate must complete these lines. The adjusted rolled-back rate on Line 10 is the rate that would have been levied if the maximum vote rate for 2022 had been adopted. If these lines are completed, enter the adjusted rate on Line 11.

Line 12

This line is entered by the Department of Revenue. The same adjustment factor is used statewide by all taxing authorities. It is based on the change in per capita Florida personal income (s. 200.001(8)(i), F.S.), which Florida Law requires the Office of Economic and Demographic Research to report each year.

Lines 13 and 14

Millage rates are the maximum that could be levied with a majority or two-thirds vote of the full membership of the governing body. With a unanimous vote of the full membership (three-fourths vote of the full membership if the governing body has nine or more members) or a referendum, the maximum millage rate that can be levied is the taxing authority's statutory or constitutional cap.

Line 16

Check the box for the minimum vote necessary at the final hearing to levy your adopted millage rate.

Line 17

Enter the millage rate indicated by the box checked in Line 16. If the proposed millage rate is equal to or less than the majority vote maximum millage rate, enter the majority vote maximum. If a two-thirds vote, a unanimous vote, or a referendum is required, enter the proposed millage rate. For a millage requiring more than a majority vote, the proposed millage rate must be entered on Line 17, rather than the maximum rate, so that the comparisons on Lines 21 through 25 are accurate.



TAX INCREMENT ADJUSTMENT WORKSHEET

DR-420TIF
R. 6/10
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2025	County : Lake
Principal Authority : City of Clermont	Taxing Authority : City of Clermont - Operating
Community Redevelopment Area : Downtown Clermont CRA (Amended; 2015)	Base Year : 2015

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value in the tax increment area	\$	35,242,749	(1)
2.	Base year taxable value in the tax increment area	\$	15,202,718	(2)
3.	Current year tax increment value <i>(Line 1 minus Line 2)</i>	\$	20,040,031	(3)
4.	Prior year Final taxable value in the tax increment area	\$	32,204,858	(4)
5.	Prior year tax increment value <i>(Line 4 minus Line 2)</i>	\$	17,002,140	(5)

SIGN HERE	Property Appraiser Certification	I certify the taxable values above are correct to the best of my knowledge.	
	Signature of Property Appraiser : Electronically Certified by Property Appraiser	Date : 7/1/2025 6:46:14 PM	

SECTION II: COMPLETED BY TAXING AUTHORITY Complete EITHER line 6 or line 7 as applicable. Do NOT complete both.

6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:				
6a.	Enter the proportion on which the payment is based.		95.00 %	(6a)
6b.	Dedicated increment value <i>(Line 3 multiplied by the percentage on Line 6a)</i> <i>If value is zero or less than zero, then enter zero on Line 6b</i>	\$	19,038,029	(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	\$	78,822	(6c)
7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:				
7a.	Amount of payment to redevelopment trust fund in prior year	\$		(7a)
7b.	Prior year operating millage levy from Form DR-420, Line 10		per \$1,000	(7b)
7c.	Taxes levied on prior year tax increment value <i>(Line 5 multiplied by Line 7b, divided by 1,000)</i>	\$		(7c)
7d.	Prior year payment as proportion of taxes levied on increment value <i>(Line 7a divided by Line 7c, multiplied by 100)</i>		%	(7d)
7e.	Dedicated increment value <i>(Line 3 multiplied by the percentage on Line 7d)</i> <i>If value is zero or less than zero, then enter zero on Line 7e</i>	\$		(7e)

S I G N H E R E	Taxing Authority Certification	I certify the calculations, millages and rates are correct to the best of my knowledge.		
	Signature of Chief Administrative Officer :		Date :	
	Title :		Contact Name and Contact Title :	
	Mailing Address :		Physical Address :	
	City, State, Zip :		Phone Number :	Fax Number :

TAX INCREMENT ADJUSTMENT WORKSHEET INSTRUCTIONS

Property appraisers must complete and sign Section I of this worksheet and provide it with form DR-420, *Certification of Taxable Value*, to all taxing authorities who make payments to a redevelopment trust fund under:

- s. 163.387(2)(a), Florida Statutes, or
- An ordinance, resolution, or agreement to fund a project or to finance essential infrastructure.

“Tax increment value” is the cumulative increase in taxable value from the base year to the current year within the defined geographic area. It is used to determine the payment to a redevelopment trust fund under:

- s. 163.387(1), F.S. or
- An ordinance, resolution, or agreement to fund a project or finance essential infrastructure. In this case, the taxing authority must certify the boundaries and beginning date to the property appraiser.

“Dedicated increment value” is the portion of the tax increment value used to determine the payment to the redevelopment trust fund. (See s. 200.001(8)(h), F.S.) Calculate the dedicated increment value on this form and enter on either Line 6b or Line 7e.

“Specific proportion,” used to determine whether to complete Line 6 or Line 7, refers to the calculation of the tax increment payment. Examples:

- Example 1.
Section 163.387(1), F.S., states the payment made by the taxing authority should equal 95% of the millage levied times the tax increment value. The specific proportion in this case is 95%. The ordinance providing for the payment may set a percentage lower than 95%. In these cases, the lower percentage would be the specific proportion.
- Example 2.
Some required tax increment payments are not directly related to the tax increment value. A constant dollar payment is a payment not based on a specific proportion of the tax increment value. Line 7 converts these payments into a proportion based on the prior year's payment and tax increment value to reach the current year's dedicated increment value.

Section I: Property Appraiser

A. Complete Section I of this form for each county, municipality, independent special district, dependent special district, and MSTU that:

- Has a tax increment value and
- Is not exempted from making payments to a community redevelopment trust fund based on tax increments (s. 163.387(2)(c), F.S.).

If a taxing authority has more than one tax increment value, they must complete a separate form for each tax increment value. Send a copy to each taxing authority with the DR-420 and keep a copy. When the taxing authority returns the completed forms, immediately send the original to:

Florida Department of Revenue
Property Tax Oversight Program - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315-3000

B. Enter only tax increment values that apply to the value located within the taxing authority indicated.

Section II: Taxing Authority

Complete Section II of the form, keep one copy, and return the original and one copy to your property appraiser with DR-420 within 35 days of certification. Send one copy to your tax collector.

Additional Instructions for Lines 6 and 7

Complete Line 6 if the payment into the redevelopment trust fund is a specific proportion of the tax increment value.

Complete Line 7 if the payment is based on a calculation other than a specific proportion. Do not complete both Lines 6 and 7.



TAX INCREMENT ADJUSTMENT WORKSHEET

DR-420TIF
R. 6/10
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2025	County : Lake
Principal Authority : City of Clermont	Taxing Authority : City of Clermont - Operating
Community Redevelopment Area : Downtown Clermont CRA	Base Year : 1997

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value in the tax increment area	\$	91,968,582	(1)
2.	Base year taxable value in the tax increment area	\$	14,916,236	(2)
3.	Current year tax increment value <i>(Line 1 minus Line 2)</i>	\$	77,052,346	(3)
4.	Prior year Final taxable value in the tax increment area	\$	84,438,878	(4)
5.	Prior year tax increment value <i>(Line 4 minus Line 2)</i>	\$	69,522,642	(5)

SIGN HERE	Property Appraiser Certification	I certify the taxable values above are correct to the best of my knowledge.	
	Signature of Property Appraiser : Electronically Certified by Property Appraiser	Date : 7/1/2025 6:46:14 PM	

SECTION II: COMPLETED BY TAXING AUTHORITY Complete EITHER line 6 or line 7 as applicable. Do NOT complete both.

6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:				
6a.	Enter the proportion on which the payment is based.		95.00 %	(6a)
6b.	Dedicated increment value <i>(Line 3 multiplied by the percentage on Line 6a)</i> <i>If value is zero or less than zero, then enter zero on Line 6b</i>	\$	73,199,729	(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	\$	322,307	(6c)
7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:				
7a.	Amount of payment to redevelopment trust fund in prior year	\$		(7a)
7b.	Prior year operating millage levy from Form DR-420, Line 10		per \$1,000	(7b)
7c.	Taxes levied on prior year tax increment value <i>(Line 5 multiplied by Line 7b, divided by 1,000)</i>	\$		(7c)
7d.	Prior year payment as proportion of taxes levied on increment value <i>(Line 7a divided by Line 7c, multiplied by 100)</i>		%	(7d)
7e.	Dedicated increment value <i>(Line 3 multiplied by the percentage on Line 7d)</i> <i>If value is zero or less than zero, then enter zero on Line 7e</i>	\$		(7e)

S I G N H E R E	Taxing Authority Certification	I certify the calculations, millages and rates are correct to the best of my knowledge.		
	Signature of Chief Administrative Officer :		Date :	
	Title :		Contact Name and Contact Title :	
	Mailing Address :		Physical Address :	
	City, State, Zip :		Phone Number :	Fax Number :

TAX INCREMENT ADJUSTMENT WORKSHEET INSTRUCTIONS

Property appraisers must complete and sign Section I of this worksheet and provide it with form DR-420, *Certification of Taxable Value*, to all taxing authorities who make payments to a redevelopment trust fund under:

- s. 163.387(2)(a), Florida Statutes, or
- An ordinance, resolution, or agreement to fund a project or to finance essential infrastructure.

“Tax increment value” is the cumulative increase in taxable value from the base year to the current year within the defined geographic area. It is used to determine the payment to a redevelopment trust fund under:

- s. 163.387(1), F.S. or
- An ordinance, resolution, or agreement to fund a project or finance essential infrastructure. In this case, the taxing authority must certify the boundaries and beginning date to the property appraiser.

“Dedicated increment value” is the portion of the tax increment value used to determine the payment to the redevelopment trust fund. (See s. 200.001(8)(h), F.S.) Calculate the dedicated increment value on this form and enter on either Line 6b or Line 7e.

“Specific proportion,” used to determine whether to complete Line 6 or Line 7, refers to the calculation of the tax increment payment. Examples:

- Example 1.
Section.163.387(1), F.S., states the payment made by the taxing authority should equal 95% of the millage levied times the tax increment value. The specific proportion in this case is 95%. The ordinance providing for the payment may set a percentage lower than 95%. In these cases, the lower percentage would be the specific proportion.
- Example 2.
Some required tax increment payments are not directly related to the tax increment value. A constant dollar payment is a payment not based on a specific proportion of the tax increment value. Line 7 converts these payments into a proportion based on the prior year's payment and tax increment value to reach the current year's dedicated increment value.

Section I: Property Appraiser

A. Complete Section I of this form for each county, municipality, independent special district, dependent special district, and MSTU that:

- Has a tax increment value and
- Is not exempted from making payments to a community redevelopment trust fund based on tax increments (s. 163.387(2)(c), F.S.).

If a taxing authority has more than one tax increment value, they must complete a separate form for each tax increment value. Send a copy to each taxing authority with the DR-420 and keep a copy. When the taxing authority returns the completed forms, immediately send the original to:

Florida Department of Revenue
Property Tax Oversight Program - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315-3000

B. Enter only tax increment values that apply to the value located within the taxing authority indicated.

Section II: Taxing Authority

Complete Section II of the form, keep one copy, and return the original and one copy to your property appraiser with DR-420 within 35 days of certification. Send one copy to your tax collector.

Additional Instructions for Lines 6 and 7

Complete Line 6 if the payment into the redevelopment trust fund is a specific proportion of the tax increment value.

Complete Line 7 if the payment is based on a calculation other than a specific proportion. Do not complete both Lines 6 and 7.

AGENDA ITEM

Meeting Date	
Tuesday, July 29, 2025	
Agenda Item Name	
Ordinance No. 2025-025 <i>Intro CarMax Expansion Annexation</i>	
Requested Action	
Recommend approval of Ordinance 2025-025.	
Staff Report	
The applicant, Thomas Dixon, is requesting annexation, a small-scale comprehensive plan amendment and rezoning of the subject property. The property is located east of County Road 455 and north of State Road 50, adjacent to Auto Plex Lane, and is approximately 17.242 +/- Acres. The property meets the requirements for consideration of annexation under Florida Statutes 171.044 by adjacency to the current City limits. The property is located within the JPA and ISBA service boundaries and the City issued a utility letter documenting intent to serve the property in September 2024. Lake County is in the final stages of approving the final site plan for development with an understanding that the City will be providing water and sewer services. The property shall be developed as a continuation of the existing CarMax dealership to be used as auto inventory, wholesale auction, and other accessory uses for the dealership. The proposed site plan has been reviewed by the Clermont Site Review Committee as part of the JPA Agreement to ensure the proposed development is in compliance with the Clermont Land Development Regulations (LDR).	
	
Since the property meets the requirements under Florida Statutes 171.044 for annexation, the property can be served by the City of Clermont for services, and the property appears to be an enclave with the City limits on the east, south and west property boundary, staff recommend approval of the annexation request. Staff recommends approval of Ordinance 2025-025.	
Additional Analysis	
Fiscal Impact Summary	

Fiscal Impact		Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)			
1.	Ord. 2025-025 CarMax Exp ANEX (06.16.2025)	Ord. 2025-025 CarMax Exp ANEX (06.16.2025).pdf	
2.	Carmax Expansion Maps	Carmax Expansion Maps.pdf	
3.	Clermont Utility Letter - GK Rogers	Clermont Utility Letter - GK Rogers.pdf	
4.	Annexation Application_signed	Annexation Application_signed.pdf	
5.	2025-025 CarMax Exp ANN - Legal Ad CC	2025-025 CarMax Exp ANN - Legal Ad CC.docx	



CITY OF CLERMONT
ORDINANCE NO. 2025-025

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

WHEREAS, the City Council of the City of Clermont, Lake County, Florida, has received a Petition for Annexation of a parcel of land contiguous to the present corporate limits under Section 171.044, Florida Statutes; and

WHEREAS, the City Council of the City of Clermont, Lake County, Florida, has determined that it is in the best interest of the City and of the property herein sought to be annexed that the City annex the following described property; and

WHEREAS, the City Council has determined that the area sought to be annexed is contiguous to the City and is in need of the services which the City can offer and the City has determined that such area sought to be annexed will be substantially benefited by annexation; and

WHEREAS, the City Council has determined that all requirements of Section 171.044, Florida Statutes, have been met.

SECTION 1:

NOW, THEREFORE, BE IT ORDAINED, under the provisions of Florida Statute Chapter 171 and the General and Special Laws of the State of Florida; that the City of Clermont, Lake County, Florida, does hereby annex to and make part of its corporate boundaries; the following described property contiguous to the present City boundary, to-wit:

LEGAL DESCRIPTION

LEGAL DESCRIPTION PER SPECIAL WARRANTY DEED IN OFFICIAL RECORDS BOOK 5169, PAGE 61:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LAKE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LEGAL DESCRIPTION (OVERALL TRACT):

TRACTS 50A, 63, AND 64 OF MAP OF SECTION 23 TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LAKE HIGHLANDS COMPANY AS RECORDED IN PLAT BOOK 4, PAGE 11 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; AND, TRACTS 1, AND 2, AND THAT PORTION OF TRACTS



CITY OF CLERMONT
ORDINANCE NO. 2025-025

15, 15A, AND 16 OF MAP OF SECTION 26 TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LAKE HIGHLANDS COMPANY AS RECORDED IN PLAT BOOK 3, PAGE 52 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING NORTH OF STATE ROAD NUMBER 50 RIGHT-OF-WAY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, A FIVE INCH DIAMETER ROUND CONCRETE MONUMENT, AND RUN SOUTH 00°40'12" WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 26, A DISTANCE OF 1183.47 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD NUMBER 50, ACCORDING TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) RIGHT-OF-WAY MAP OF STATE ROAD NUMBER 50, SECTION NUMBER 11070-2505; THENCE, DEPARTING SAID EAST SECTION LINE, RUN NORTH 89°09'12" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 717.69 FEET; THENCE RUN NORTH 00°05'48" EAST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, SAID LINE ALSO BEING THE EAST LINE OF THE FDOT WATER RETENTION AREA, A DISTANCE OF 208.00 FEET; THENCE RUN NORTH 89°09'12" WEST, ALONG SAID RIGHT-OF-WAY LINE AND THE NORTHERLY LINE OF THE FDOT WATER RETENTION AREA, A DISTANCE OF 615.66 FEET TO A POINT ON THE WEST LINE OF TRACT 15 ACCORDING TO THE AFORESAID MAP OF SECTION 26 TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LAKE HIGHLANDS COMPANY AS RECORDED IN PLAT BOOK 3, PAGE 52 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, THENCE RUN NORTH 00°54'17" EAST, ALONG THE WEST LINE OF SAID TRACTS 15 AND 2 A DISTANCE OF 960.72 FEET TO THE NORTHWEST CORNER OF SAID TRACT 2, SAID POINT ALSO BEING ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 26; THENCE RUN NORTH 00°41'14"

EAST, ALONG THE WEST LINE OF TRACTS 64 AND 50A ACCORDING TO THE MAP OF SECTION 23 TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LAKE HIGHLANDS COMPANY AS RECORDED IN PLAT BOOK 4, PAGE 11 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, A DISTANCE OF 1031.90 FEET TO THE NORTHWEST CORNER OF SAID TRACT 50A, SAID POINT BEING A POINT ON A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1402.69 FEET; THENCE, FROM A CHORD BEARING OF SOUTH 69°30'04" EAST, RUN ALONG THE ARC OF SAID CURVE AND NORTH LINE OF SAID TRACT 63, PARALLEL WITH AND 30.00 SOUTH OF, PERPENDICULAR MEASURE, THE CENTERLINE OF THE ABANDONED ATLANTIC COAST LINE RAILROAD (CSX MAP NUMBER VL2FLA-8) A



CITY OF CLERMONT
ORDINANCE NO. 2025-025

DISTANCE OF 160.19 FEET THROUGH A CENTRAL ANGLE OF 6°32'36" TO A POINT OF TANGENCY; THENCE RUN SOUTH 66°13'46" EAST, ALONG SAID PARALLEL LINE, BEING THE NORTH LINE OF SAID TRACT 63 AND TRACT 64 OF SAID MAP OF SECTION 23, LAKE HIGHLANDS COMPANY, A DISTANCE OF 1260.41 FEET TO THE NORTHEAST CORNER OF SAID TRACT 64; THENCE, DEPARTING SAID NORTHERLY LINE, RUN SOUTH 00°39'25" WEST, ALONG THE EAST LINE OF SAID TRACT 64, A DISTANCE OF 464.58 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

LEGAL DESCRIPTION (SUBJECT PARCEL)

TRACT 64 AND A PORTION OF TRACTS 50A AND 63 OF MAP OF SECTION 23, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LAKE HIGHLANDS COMPANY AS RECORDED IN PLAT BOOK 4, PAGE 11 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA;

AND,

TRACT 1 AND A PORTION OF TRACTS 2, 15A, AND 16 OF MAP OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LAKE HIGHLANDS COMPANY AS RECORDED IN PLAT BOOK 3, PAGE 52 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING NORTH OF STATE ROAD NUMBER 50 RIGHT-OF-WAY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, A FIVE INCH DIAMETER ROUND CONCRETE MONUMENT, AND RUN SOUTH 00°40'12" WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 26, A DISTANCE OF 1183.47 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD NUMBER 50, ACCORDING TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) RIGHT-OF-WAY MAP OF STATE ROAD NUMBER 50, SECTION NUMBER 11070-2505; THENCE, DEPARTING SAID EAST SECTION LINE, RUN NORTH 89°09'12" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 680.32 FEET TO A POINT ON THE APPROXIMATE CENTERLINE OF TINY MORSE BOULEVARD; THENCE RUN NORTH 00°25'53" WEST, ALONG SAID APPROXIMATE CENTERLINE, A DISTANCE OF 1952.46 FEET TO THE NORTH LINE OF TRACT 50A OF MAP OF SECTION 23 TOWNSHIP 22 SOUTH. RANGE 26 EAST, LAKE COUNTY, FLORIDA, LAKE HIGHLANDS COMPANY AS RECORDED IN PLAT BOOK 4, PAGE 11 OF THE



CITY OF CLERMONT
ORDINANCE NO. 2025-025

PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 66°13'46" EAST; ALONG THE NORTH LINE OF SAID TRACTS 50A AND 64 OF SAID MAP OF SECTION 23, PARALLEL WITH AND 30.00 SOUTH OF, PERPENDICULAR MEASURE, THE CENTERLINE OF THE ABANDONED ATLANTIC COAST LINE RAILROAD (CSX MAP NUMBER VL2FLA.-8), A DISTANCE OF 780.30 FEET TO THE NORTHEAST CORNER OF SAID TRACT 64; THENCE, DEPARTING SAID NORTHERLY LINE, RUN SOUTH 00°39'25" WEST ALONG THE EAST LINE OF SAID TRACT 64, A DISTANCE OF 464.58 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PORTION CONVEYED IN SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 6050, PAGE 2430, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

THIS FIRM HAS FOUND THAT THE ABOVE LEGAL DESCRIPTION FOR THE PARENT PARCEL DOES NOT FORM A MATHEMATICALLY CLOSED FIGURE. THE FOLLOWING DESCRIPTION CONTAINS THE DESCRIPTION UTILIZED TO DEPICT THE LANDS SURVEYED BY THIS FIRM AND SUPPORTED BY BOUNDARY MARKERS FOUND AND SHOWN HEREON:

LEGAL DESCRIPTION "ALSO DESCRIBED AS" PER AMENDMENT OF MEMORANDUM OF LEASE IN OFFICIAL RECORDS BOOK 6067, PAGE 1151:

A PORTION OF TRACTS 50A AND 63 OF MAP OF SECTION 23 TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LAKE HIGHLANDS COMPANY AS RECORDED IN PLAT BOOK 4, PAGE 11 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA;

AND,

A PORTION OF TRACTS 2, 15, AND 15A OF MAP OF SECTION 26 TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LAKE HIGHLANDS COMPANY AS RECORDED IN PLAT BOOK 3, PAGE 52 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING NORTH OF STATE ROAD NUMBER 50 RIGHT-OF-WAY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST: THENCE RUN SOUTH 00°40'12" WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 26, A DISTANCE OF 1183.62 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE



CITY OF CLERMONT
ORDINANCE NO. 2025-025

ROAD NUMBER 50, ACCORDING TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) RIGHT OF WAY MAP OF STATE ROAD NUMBER 50, SECTION NUMBER 11070-2505; THENCE. DEPARTING SAID EAST LINE, RUN NORTH 89°06'48" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 717.90 FEET TO THE SOUTHEAST CORNER OF THE FDOT WATER RETENTION AREA AS RECORDED IN OFFICIAL RECORDS BOOK 591, PAGE 1209 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA ALSO BEING THE POINT OF BEGINNING; THENCE RUN NORTH 00°53'28" EAST, ALONG THE EAST LINE AND THE NORTHERLY LINE OF THE SAID FDOT WATER RETENTION AREA, A DISTANCE OF 208.00 FEET TO THE NORTHEAST CORNER THEREOF; THENCE RUN NORTH 89°05'48" WEST, ALONG THE NORTH LINE OF SAID FDOT WATER RETENTION AREA, A DISTANCE OF 609.73 FEET TO A POINT ON THE WEST LINE OF SAID TRACT 15; THENCE RUN NORTH 00°35'13" EAST, ALONG THE WEST LINE OF THE AFORESAID TRACT 15 AND ALONG THE WEST LINE OF THE AFORESAID TRACT 2, A DISTANCE OF 959.72 FEET TO THE NORTHWEST CORNER OF SAID TRACT 2; THENCE RUN NORTH 00°39'11" EAST, ALONG THE WEST LINE OF THE AFORESAID TRACT 63 AND THE WEST LINE OF THE AFORESAID TRACT 50A, A DISTANCE OF 1032.04 FEET TO THE NORTHWEST CORNER OF SAID TRACT 50A, SAID POINT BEING A POINT ON A NON TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1402.69 FEET, A CENTRAL ANGLE OF 06°32'38", A CHORD BEARING OF SOUTH 69°29'22" EAST AND CHORD LENGTH OF 160.12 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID NON TANGENT CURVE AND ALONG THE NORTH LINE OF SAID TRACT 50A FOR A DISTANCE OF 160.20 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 66°13'03" EAST CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 500.21 FEET TO A POINT ON THE EAST LINE OF THAT CERTAIN ACCESS, INGRESS AND EGRESS EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 2754, PAGE 2316 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE, DEPARTING SAID NORTH LINE, RUN SOUTH 00°25'54" EAST ALONG THE SAID EAST LINE, A DISTANCE OF 1952.05 FEET TO A POINT ON THE AFORESAID NORTH RIGHT OF WAY LINE OF STATE ROAD 50; THENCE RUN NORTH 89°06'48" WEST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 37.58 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,178 482 SQUARE FEET, OR 27.05 ACRES MORE OR LESS.

LESS AND EXCEPT:

A PORTION OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY,



CITY OF CLERMONT
ORDINANCE NO. 2025-025

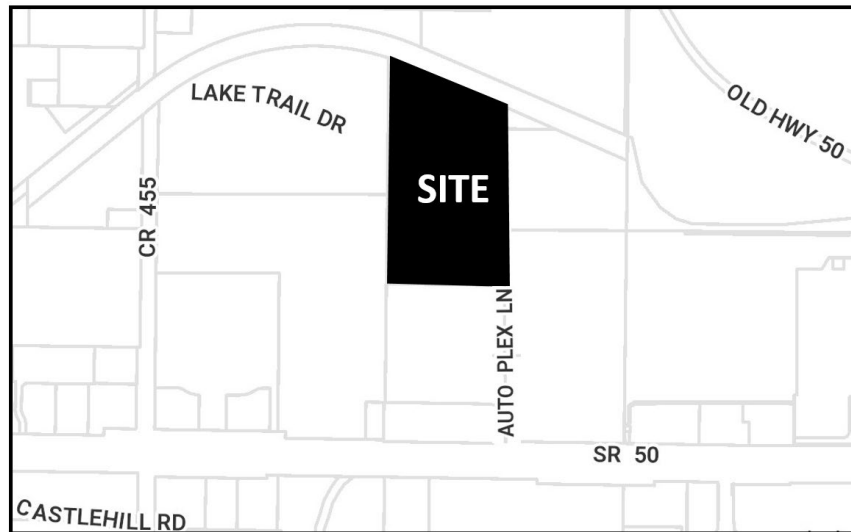
FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, RUN SOUTH 00°40'13" WEST, ALONG THE EAST LINE OF SAID SECTION 26, A DISTANCE OF 1183.62 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WEST COLONIAL DRIVE (STATE ROAD NO. 50), ACCORDING TO THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION NO. 11070-2505; THENCE RUN NORTH 89°06'47" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 680.32 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 89°06'47" WEST, CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 37.58 FEET TO THE SOUTHEASTERLY CORNER OF THE FLORIDA DEPARTMENT OF TRANSPORTATION RETENTION AREA AS RECORDED IN OFFICIAL RECORDS BOOK 591, PAGE 1209 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN NORTH 00°53'29" EAST, ALONG THE EASTERLY LINE OF SAID RETENTION AREA, A DISTANCE OF 208.00 FEET TO THE NORTHEASTERLY CORNER OF SAID RETENTION AREA; THENCE RUN NORTH 89°05'47" WEST, ALONG THE NORTHERLY LINE OF SAID RETENTION AREA, A DISTANCE OF 609.73 FEET; THENCE RUN NORTH 00°35'14" EAST, DEPARTING SAID NORTHERLY LINE, A DISTANCE OF 659.86 FEET; THENCE RUN, PARALLEL TO SAID NORTHERLY LINE, SOUTH 89°05'47" EAST, A DISTANCE OF 630.78 FEET TO A POINT ON THE EASTERLY LINE OF THAT CERTAIN ACCESS, INGRESS AND EGRESS EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 2754, PAGE 2316 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 00°25'53" EAST, ALONG SAID EASTERLY LINE, A DISTANCE OF 868.21 FEET TO THE POINT OF BEGINNING.

LOCATION

14013 Auto Plex Lane
East of CR 455, North of SR 50 and west of Auto Plex Lane
Alternate Key 2665637 & 3938448
17.242 +/- Acres

CITY OF CLERMONT
ORDINANCE NO. 2025-025



SECTION 2:

That the aforescribed property shall be and hereby is made part and parcel of the City of Clermont, Florida, and that said property shall be subject to all of the laws, ordinances, and provisions pertaining to the City of Clermont.

SECTION 3:

All property aforescribed shall henceforth be subject to ad valorem taxation by the City of Clermont, 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

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

SECTION 6: ADMINISTRATIVE CORRECTION

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



CITY OF CLERMONT
ORDINANCE NO. 2025-025

SECTION 7: RECORDING

This Ordinance shall be recorded in the Public Records of Lake County, Florida and paid by 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. 2025-025

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 26th day of August, 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

Exhibit - Location Map – CarMax Expansion



Exhibit – Future Land Use Map – CarMax Expansion

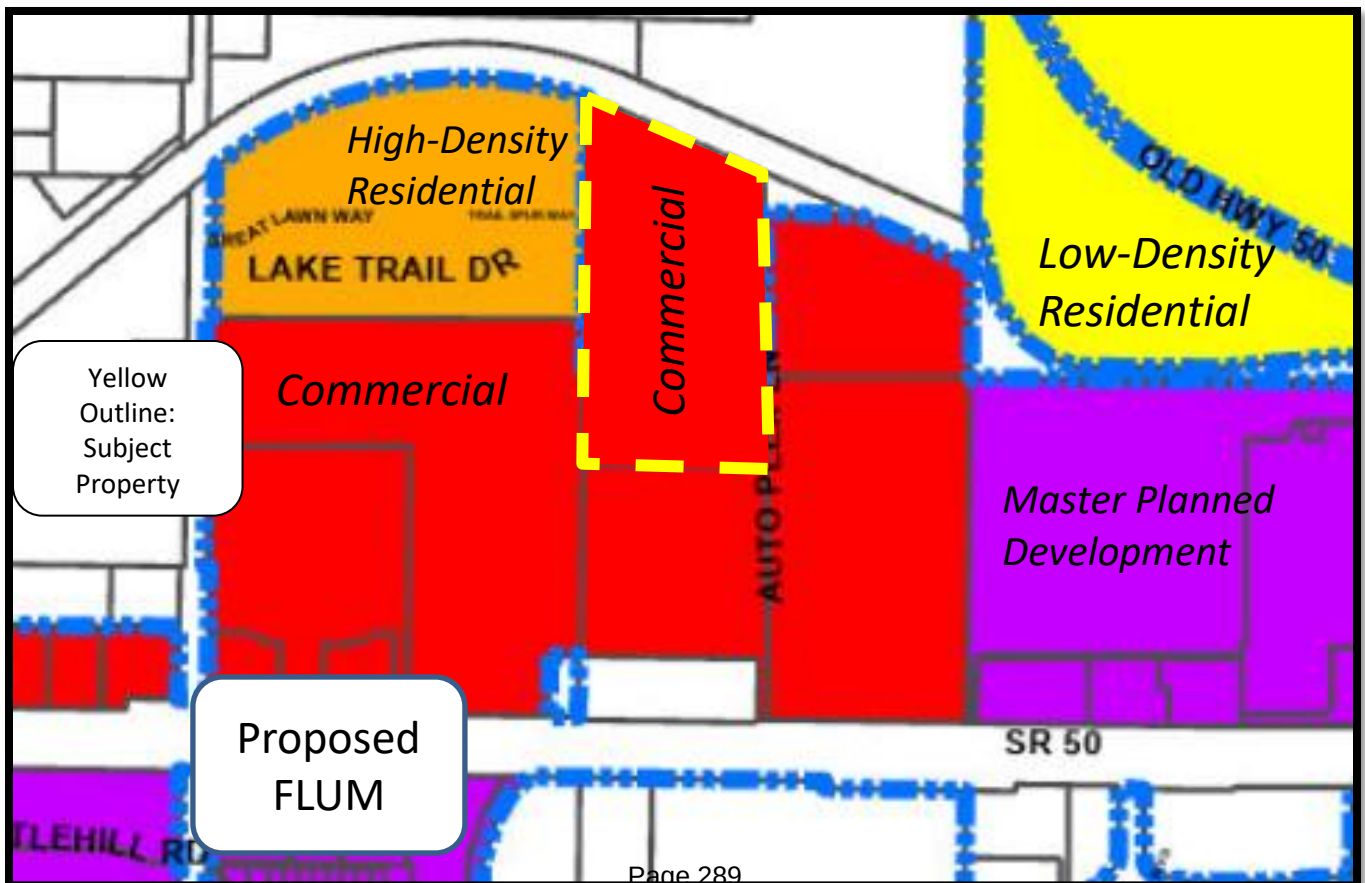
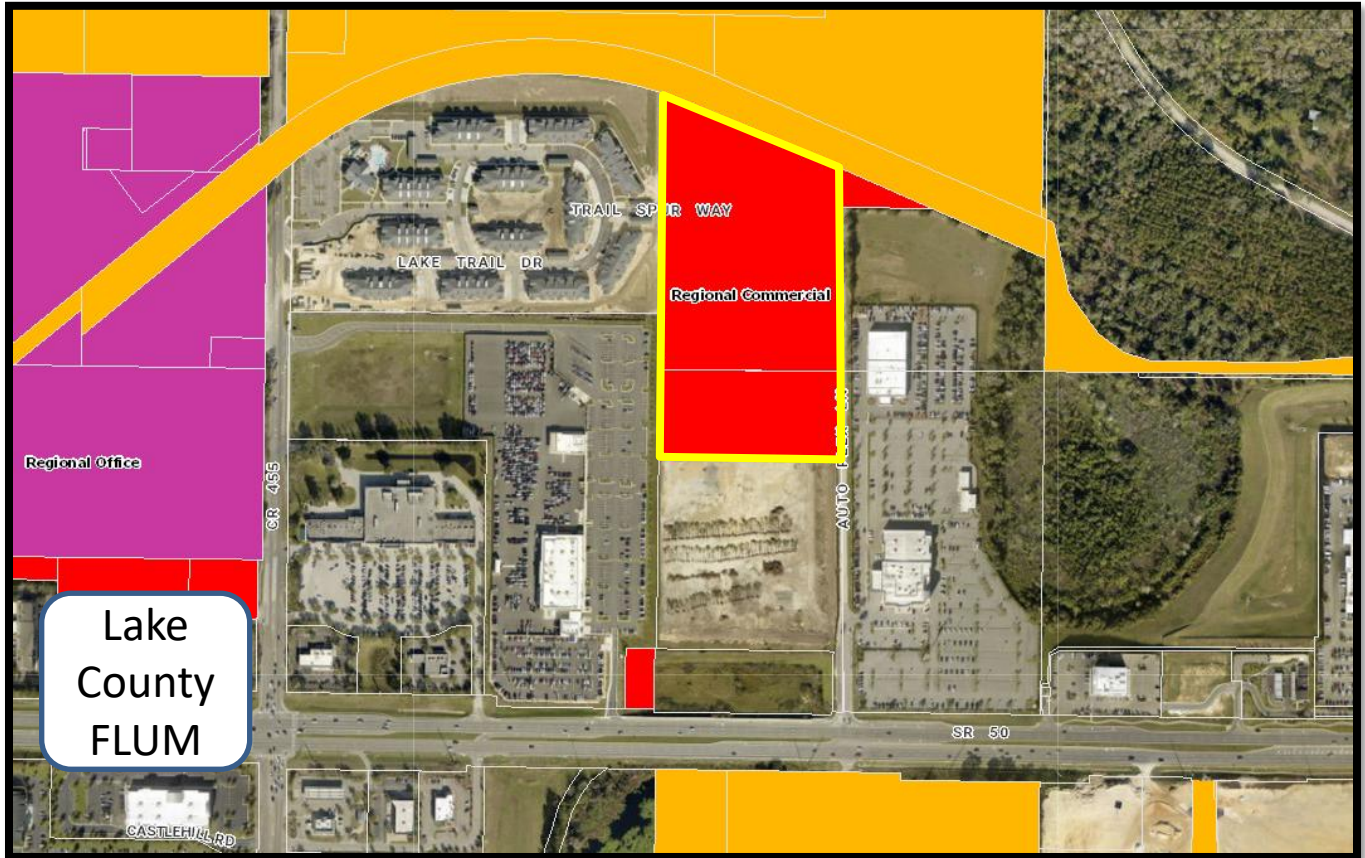


Exhibit – Zoning Map – CarMax Expansion

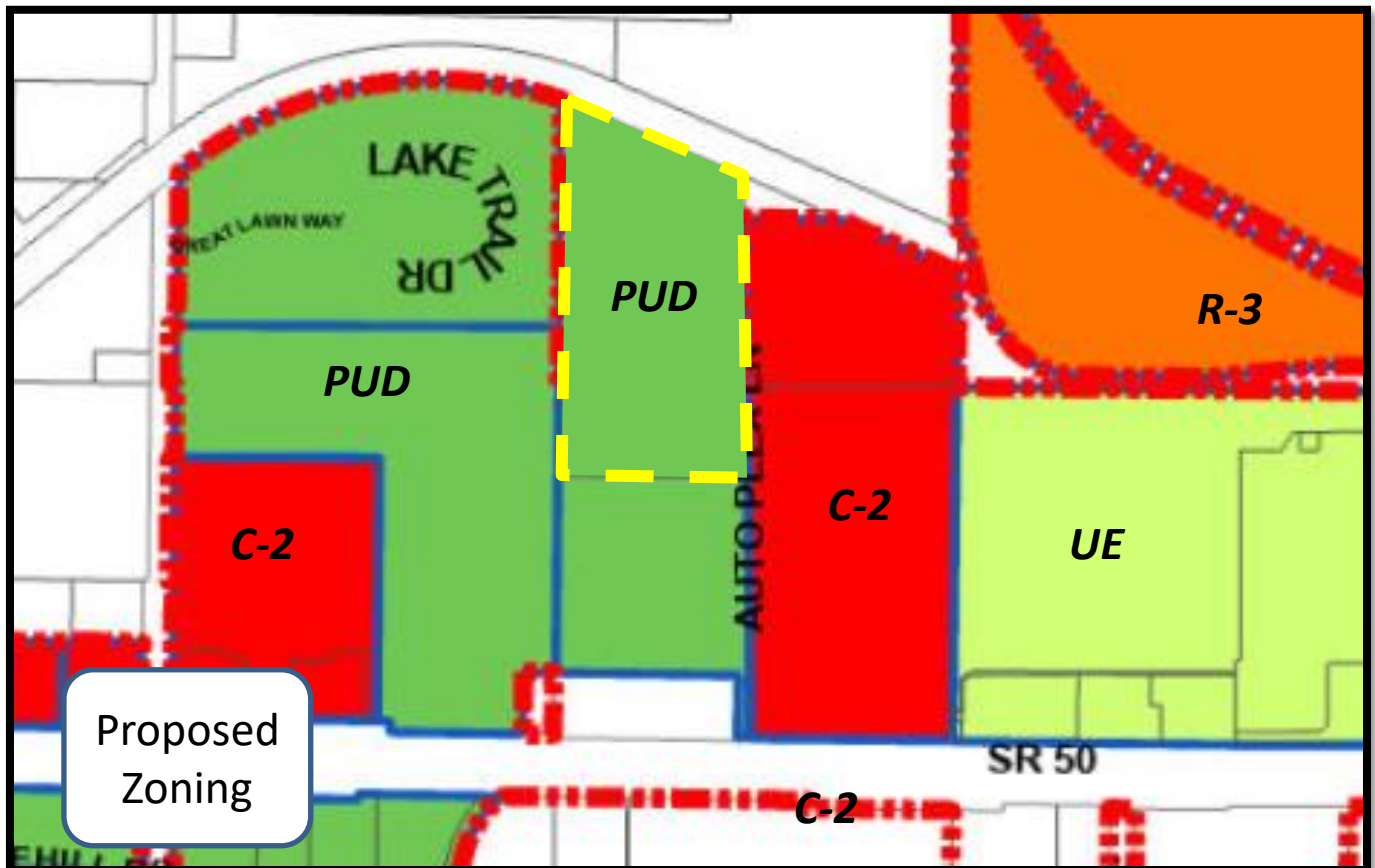
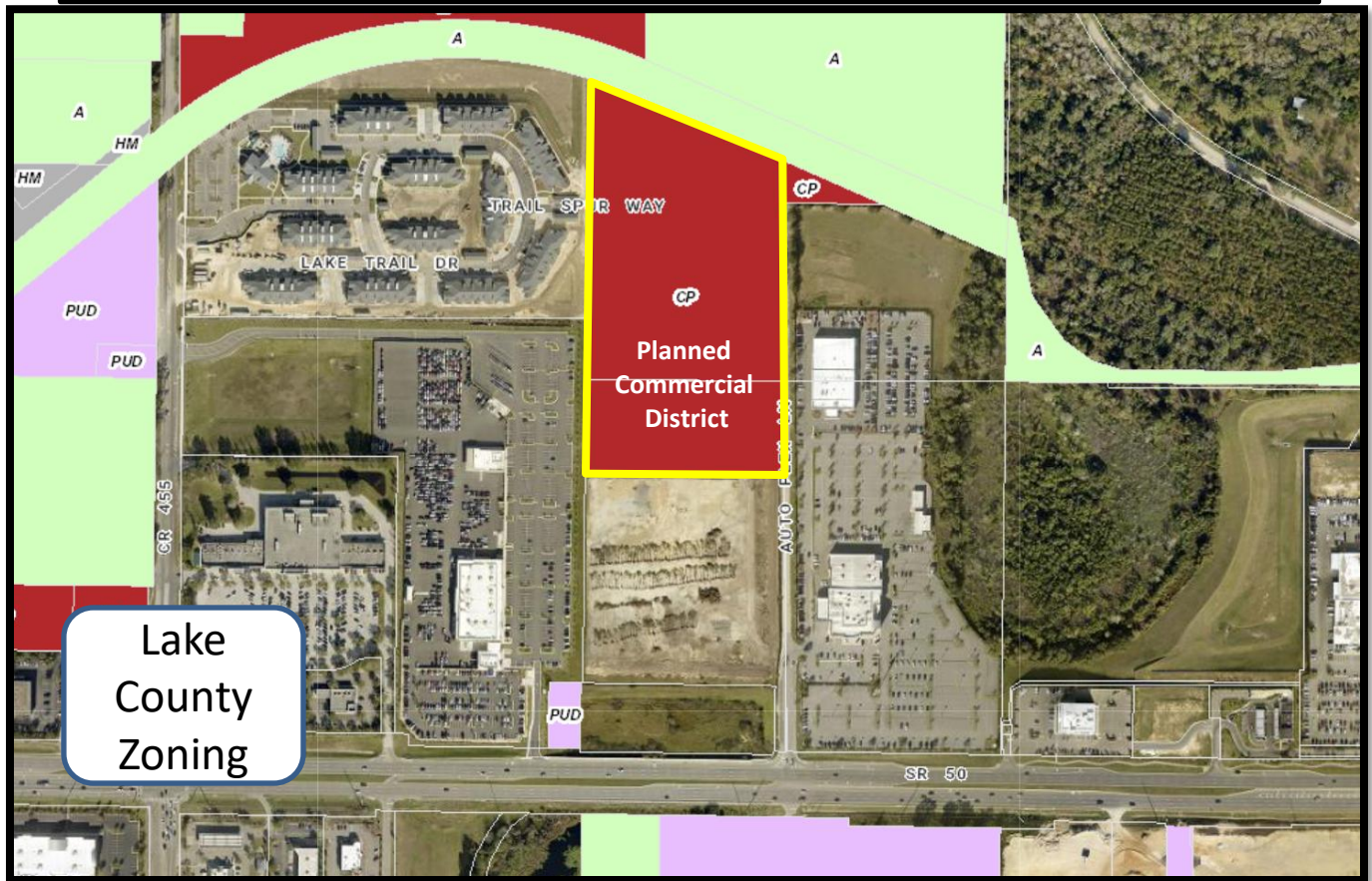
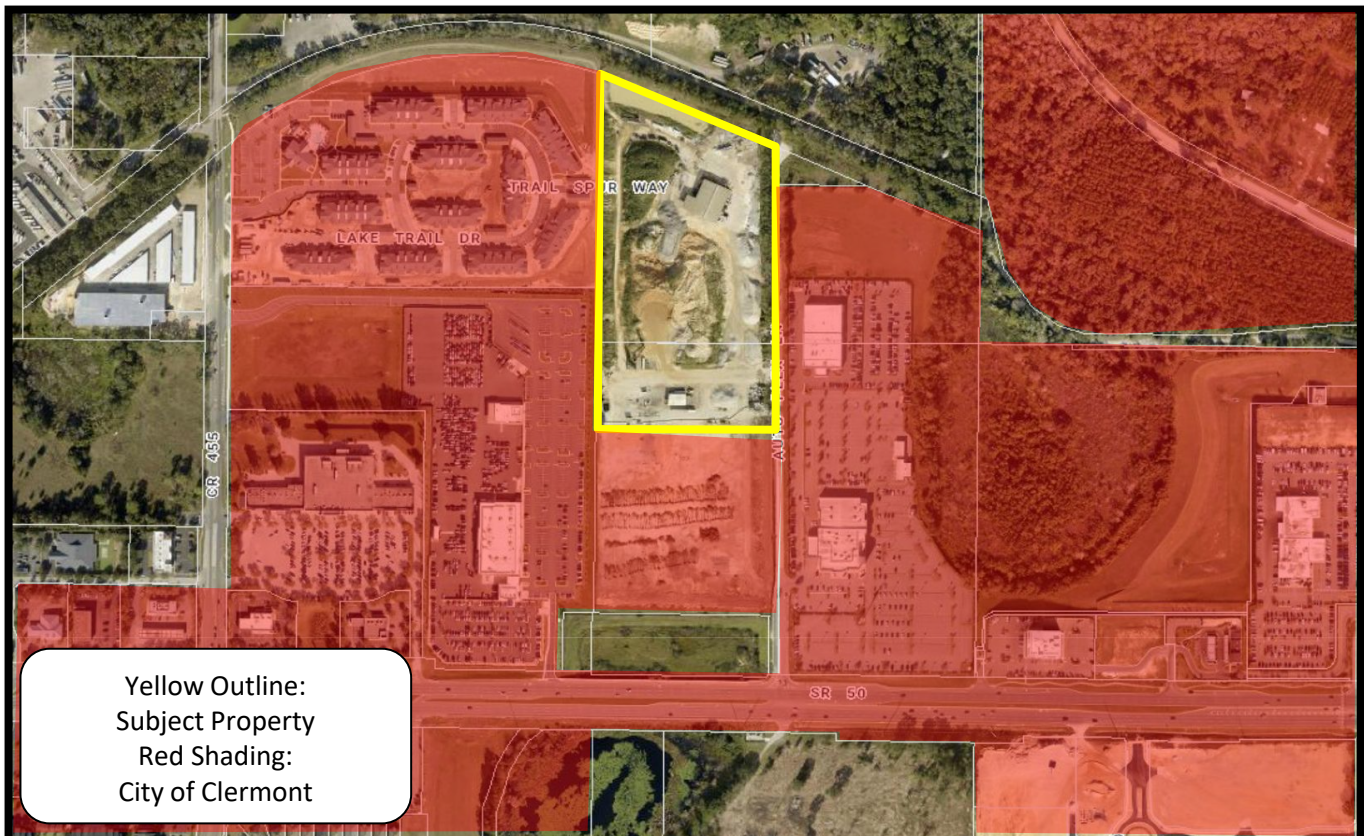
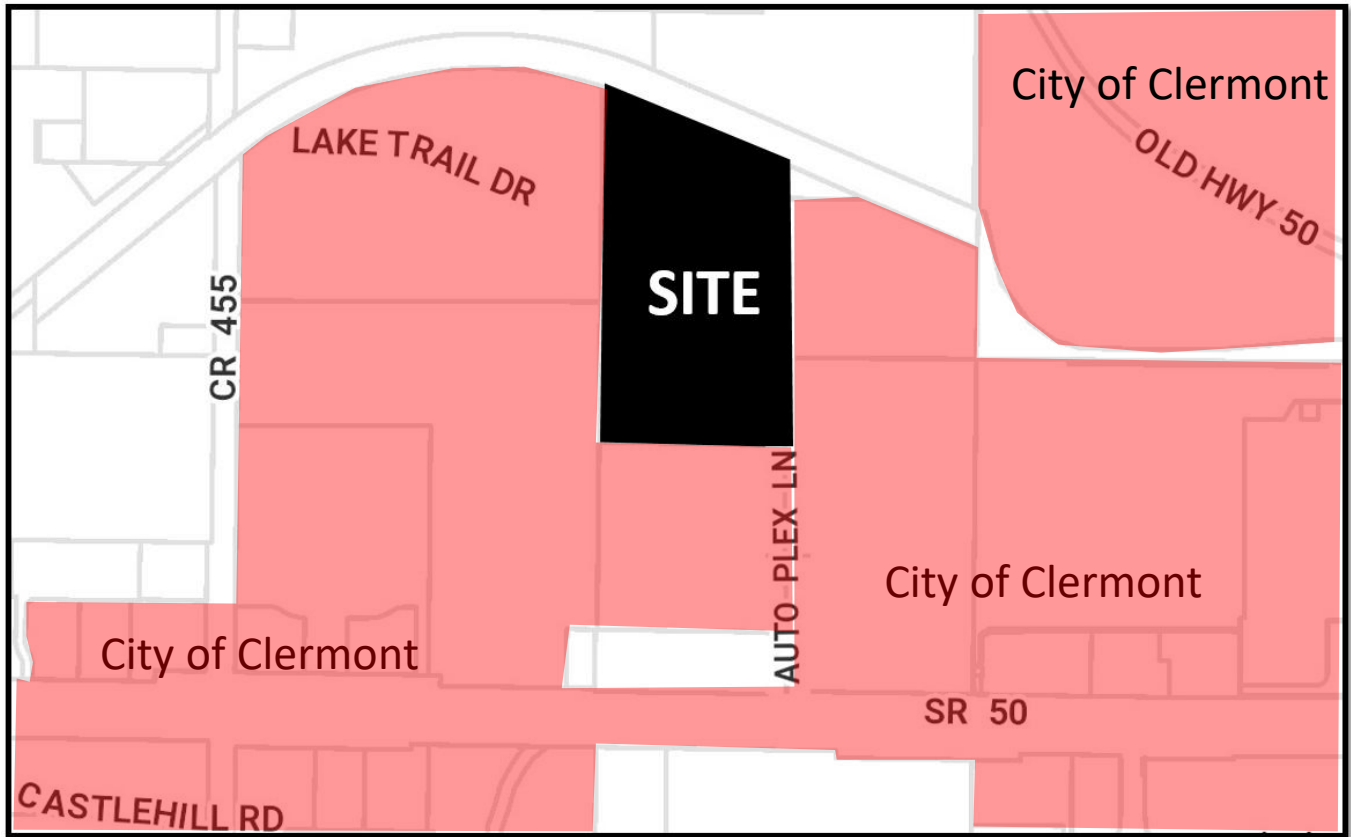


Exhibit – Annexation Map – Carmax Expansion





Mark Griffin
Public Services Assistant Director
3335 Hancock Road
Clermont, FL 34711

352-241-0178 X 6623
mgriffin@clermontfl.org

September 24, 2024

GK Rogers Construction
C/O Jimmy Crawford, Esq.
702 W. Montrose Street
Clermont, FL 34711

RE: GK Rogers Construction Utility Service – AK 3938448 & 2665637

This letter is in response to your request regarding utility availability for the project located at:

14013 Auto Plex Lane, Clermont, FL 34711

The property referenced is not located within the City Limits of Clermont; however, the property is located within the City's utility service area and therefore, the City can provide water and sewer service up to 5,000 gallons per day subject to compliance with applicable City Codes and fees.

Final approval for the provision of utility services to the property must be granted by the City Council and may be subject to additional conditions. To initiate the consideration process, the property owner must submit a request for utility service along with a conceptual site plan specifying how the property will be and the description of commercial usage to be approved by City Council. Please contact Curt Henschel, Planning and Development Services Director, to proceed with requesting utility service for this project, (352) 241-7308.

If you have any questions regarding the information provided, please contact me at (352) 241-0178.

This Utility Notification is valid **UNTIL SEPTEMBER 10, 2025**. If an application to annex the subject property into the City of Clermont, Florida, is received by the City on or before that date, this Utility Notification shall remain valid until the disposition of such annexation application.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Griffin", is written over a horizontal line.

Mark Griffin
Public Services Assistant Director



CHECK LIST & FILING INSTRUCTIONS

The following required information shall be submitted when applying for an ANNEXATION.

1. _____ Application & Petition by the landowners for Annexation (pages 3 and 4).
2. _____ General application form (page 5).
3. _____ Authorization for agent/owner representation (page 6)
4. _____ LEGAL DESCRIPTION: Email legal description typed in Word (not all capitalized) to planning@clermontfl.org. Include a copy of the latest TAX RECEIPT or recorded WARRANTY DEED showing the current fee simple owner.
5. _____ Map showing general area of site for which Annexation is being requested.
6. _____ Submit original application along with \$155.00 filing fee. (Price for advertisement will be invoiced once the cost has been received)

NOTE: All territory annexed into the City of Clermont is automatically zoned Urban Estate Residential (UE) Zoning District. A separate application for a Land Use Plan Amendment & Rezoning is required. Applicable fees shall apply.

PROCEDURES:

1. The proposed use of the property must be assessed to determine if there will be an increase in demand on the water or wastewater systems prior to submittal of the application. Any increase in demand on the water or wastewater systems will be subject to impact fees.
2. Any person requesting an Annexation shall file a complete application in the Development Services Department on or before the 1st day of the Month. Complete applications will then be scheduled for Public Hearing on the 4th Tuesday of the following month for the City Council meeting. All applications must be complete, to include applicable site plans and/or other pertinent descriptive materials in order to be processed. A pre-application meeting may be required prior to submission of an application. Dependent upon the scope and/or magnitude of a particular project, scheduling of one or more City Council Workshop(s) may also be necessary and additional time may be required prior to being scheduled for public hearing.
3. Upon receipt of a complete application, the Development Services Department shall proceed with the request for a public hearing in accordance with the following:
 - A: The owners of all property lying within one hundred fifty (150) feet of the property requested to be annexed shall be notified by mail.
 - B. A legal advertisement of the request shall be advertised in a local newspaper prior to the meeting date.
4. Failure to provide an accurate and complete application will result in automatic rejection and return of the application and delay of the hearing date.



APPLICATION & PETITION

DATE: May 5, 2025

FEE: \$155.⁰⁰
+ cost of advertising

Please type or print – use black pen/ink only.

PROJECT NAME (if applicable): CarMax #4067 Clermont

APPLICANT: Thomas Dixon

Address: 1300 Country Ln

City: Orlando State: FL Zip: 32804

Phone: _____ Fax: _____

Applicant is: Owner: ☒ Agent: ☐ Purchaser: ☐ Lessee: ☐ Optionee: ☐

OWNER: GK Rogers Construction, LLC

Address: 4240 Martin Luther Kind Jr Dr SW

City: Atlanta State: GA Zip: 30336-1612

Phone: _____ Fax: _____

AGENT NAME (Affidavit required): Thomas Dixon

Address: 1300 Country Ln

City: Orlando State: FL Zip: 32804

Phone: _____ Fax: _____

E-Mail: tad@dixoncap.com

Property address and/or general location: 14031 Auto Plex Lane, Clermont, FL

Area of property: 17.24 +/- acres, and/or _____ +/- sq. ft.

The property is PRESENTLY used for: MP - Industrial Uses

The property is PROPOSED to be used for: Automobile and Truck Sales

Planned Unit Development, following existing PUD approved by Ordinance No. 2020-05



Existing Lake County Land Use* : Regional Commercial

Existing Lake County Zoning* : CP

*** NOTE: All property annexed into the City of Clermont is automatically zoned Urban Estate Residential (UE) Zoning District. A separate application for a Land Use Plan Amendment & Rezoning is required. Applicable fees shall apply.**

Number of existing structures on the property and their present use: The existing property is
used for industrial uses. There is an office/storage facility onsite. There are multiple stock piles
of materials throughout the site. The existing structure will be demolished if this subject request
is approved.

State the reason or basis for this request: The proposed development relies on water and sanitation
services provided by the City of Clermont. in order to obtain these services, we must annex
into the City. Upon annexation, the UE zone district will not allow the proposed uses with this application

EXACT LEGAL DESCRIPTION as shown on the Tax Receipt or Warrant Deed.
(attach copy).

Section _____, Township _____, Range _____

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



**PETITION OF LANDOWNER(S) FOR ANNEXATION
OF CERTAIN PROPERTY TO THE CITY OF CLERMONT**

WE, the undersigned landowner(s) pursuant to the provisions of Chapter 59-1497 (Senate Bill No. 912), Laws of Florida, Regular Session 1959, entitled

AN ACT TO AMEND CHAPTER 9820, LAWS OF FLORIDA, SPECIAL ACT OF 1923, AS AMENDED, BEING THE CHARTER OF THE CITY OF CLERMONT, FLORIDA, TO PROVIDE ENABLING LEGISLATION FOR THE FUTURE ANNEXATION OF CONTIGUOUS TERRITORY BY PETITION AND CONSENT OF THE LANDOWNER(S) IN THE AREA SOUGHT TO BE ANNEXED: PROVIDING THAT SAID PROVISIONS SHALL BE CUMULATIVE: PROVIDING THAT THE PROPERTY ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY, AND PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL OF SUCH TERRITORY HAD BEEN A PART OF THE CITY OF CLERMONT AT THE TIME OF THE PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES, AND FIXING EFFECTIVE DATE,

hereby petition that the hereinafter described real estate be annexed to, and become a part of the city limits of the City of Clermont, a municipal corporation in Lake County, Florida, created and existing pursuant to Chapter 9820, Laws of Florida, Special Acts of 1923, and amendatory and supplementary acts thereto, and we, jointly and severally, consent to such annexation of such area to said City of Clermont and upon annexation sought by this petition, all of the property, real and personal, within such area, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties and privileges of said City of Clermont, Florida and the said property shall be liable, proportionally, for all the present outstanding and existing, as well as future, indebtedness of the said City of Clermont; that all of the ordinances of the City of Clermont and all laws heretofore passed by the Legislature of the State of Florida, relating to and which now or hereafter constitute its Charter shall apply to have the same force and effect in such territory as may be annexed under the provisions hereof as if all of such territory had been part of the City of Clermont at the time of the passage and approval of said laws and ordinances.

IN WITNESS WHEREOF, we, the undersigned landowners, as petitioners, have hereunto set our hands and seals as of the 20 day of May, 2025.

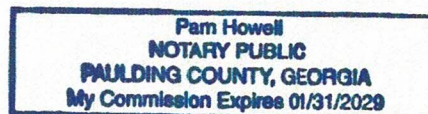
Legal description of the property: (Type, print in black ink, or attach a copy of the warranty deed or current tax receipt).

→ M. R.
Landowner (Petitioner)

May 20, 2025
Date

Pam Howell
Notary Public

01/31/2029
My Commission Expires





OWNER / AGENT AFFIDAVIT (ANNEXATION)

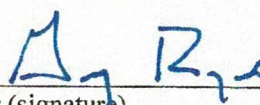
Date: _____

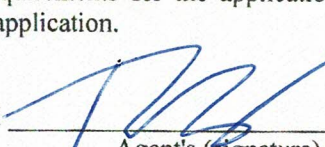
Before me, the undersigned authority personally appeared Greg Rogers for GK Rogers Construction, LLC (owner(s) name), who being by me duly sworn on oath, deposes and says:

1. That said authority is the fee-simple owner of the property legally described in this application.
2. That said authority desires an ANNEXATION to allow:
Utility Services to the proposed development
3. That said authority (owner) has appointed (agent's name) Thomas A Dixon to act in its behalf to accomplish the above, and before me the undersigned authorized agent personally appeared and being by me duly sworn on oath, deposes and says:

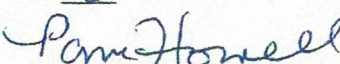
A. That he/she affirms and certifies that he/she understands and will comply with all Ordinances, Regulations, and Provisions of the City of Clermont, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his/her knowledge and belief, and further, that this application and attachments shall become part of the Official Records of the City of Clermont, Florida, and are not returnable.

B. That the Submittal requirements for the application have been completed and attached hereto as part of that application.

→ X 
Owner (signature)

X 
Agent's (signature)

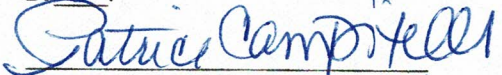
Sworn to and subscribed before
me this 20 day of May,
2025.



Notary Public, State of FL GA

My commission expires: 01/31/2029

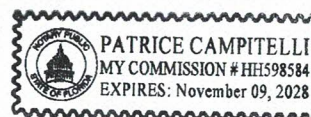
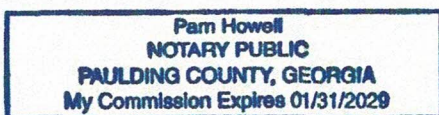
Sworn to and subscribed before
me this 21 day of May,
2025.



Notary Public, State of FL

My commission expires: 11/9/28

***Note:** Owner must sign affidavit. When agent is representing case, both agent and owner must sign affidavit.



LEGAL NOTICE

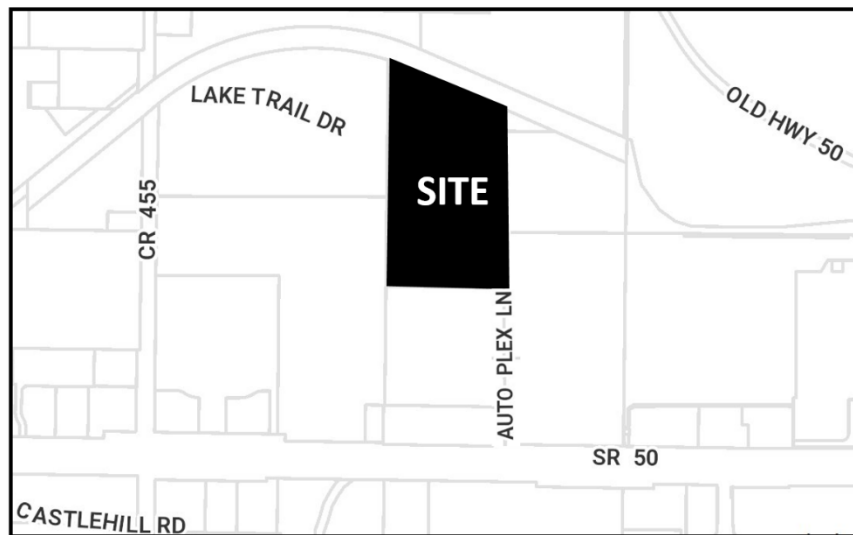
The Clermont City Council will consider the enactment of the following proposed Ordinance at their regularly scheduled meeting to be held Tuesday, August 26, 2025 at 3:00 PM at Clermont City Hall, Council Chambers located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2025-025

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

LOCATION

14013 Auto Plex Lane
East of CR 455, North of SR 50 and west of Auto Plex Lane
Alternate Key 2665637 & 3938448
17.242 +/- Acres



LEGAL DESCRIPTION

LEGAL DESCRIPTION PER SPECIAL WARRANTY DEED IN OFFICIAL RECORDS BOOK 5169, PAGE 61:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LAKE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LEGAL DESCRIPTION (OVERALL TRACT):

TRACTS 50A, 63, AND 64 OF MAP OF SECTION 23 TOWNSHIP 22 SOUTH, RANGE 26

EAST, LAKE COUNTY, FLORIDA, LAKE HIGHLANDS COMPANY AS RECORDED IN PLAT BOOK 4, PAGE 11 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; AND, TRACTS 1, AND 2, AND THAT PORTION OF TRACTS 15, 15A, AND 16 OF MAP OF SECTION 26 TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LAKE HIGHLANDS COMPANY AS RECORDED IN PLAT BOOK 3, PAGE 52 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING NORTH OF STATE ROAD NUMBER 50 RIGHT-OF-WAY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, A FIVE INCH DIAMETER ROUND CONCRETE MONUMENT, AND RUN SOUTH 00°40'12" WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 26, A DISTANCE OF 1183.47 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD NUMBER 50, ACCORDING TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) RIGHT-OF-WAY MAP OF STATE ROAD NUMBER 50, SECTION NUMBER 11070-2505; THENCE, DEPARTING SAID EAST SECTION LINE, RUN NORTH 89°09'12" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 717.69 FEET; THENCE RUN NORTH 00°05'48" EAST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, SAID LINE ALSO BEING THE EAST LINE OF THE FDOT WATER RETENTION AREA, A DISTANCE OF 208.00 FEET; THENCE RUN NORTH 89°09'12" WEST, ALONG SAID RIGHT-OF-WAY LINE AND THE NORTHERLY LINE OF THE FDOT WATER RETENTION AREA, A DISTANCE OF 615.66 FEET TO A POINT ON THE WEST LINE OF TRACT 15 ACCORDING TO THE AFORESAID MAP OF SECTION 26 TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LAKE HIGHLANDS COMPANY AS RECORDED IN PLAT BOOK 3, PAGE 52 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, THENCE RUN NORTH 00°54'17" EAST, ALONG THE WEST LINE OF SAID TRACTS 15 AND 2 A DISTANCE OF 960.72 FEET TO THE NORTHWEST CORNER OF SAID TRACT 2, SAID POINT ALSO BEING ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 26; THENCE RUN NORTH 00°41'14" EAST, ALONG THE WEST LINE OF TRACTS 64 AND 50A ACCORDING TO THE MAP OF SECTION 23 TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LAKE HIGHLANDS COMPANY AS RECORDED IN PLAT BOOK 4, PAGE 11 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, A DISTANCE OF 1031.90 FEET TO THE NORTHWEST CORNER OF SAID TRACT 50A, SAID POINT BEING A POINT ON A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1402.69 FEET; THENCE, FROM A CHORD BEARING OF SOUTH 69°30'04" EAST, RUN ALONG THE ARC OF SAID CURVE AND NORTH LINE OF SAID TRACT 63, PARALLEL WITH AND 30.00 SOUTH OF, PERPENDICULAR MEASURE, THE CENTERLINE OF THE ABANDONED ATLANTIC COAST LINE RAILROAD (CSX MAP NUMBER VL2FLA-8) A DISTANCE OF 160.19 FEET THROUGH A CENTRAL

ANGLE OF 6°32'36" TO A POINT OF TANGENCY; THENCE RUN SOUTH 66°13'46" EAST, ALONG SAID PARALLEL LINE, BEING THE NORTH LINE OF SAID TRACT 63 AND TRACT 64 OF SAID MAP OF SECTION 23, LAKE HIGHLANDS COMPANY, A DISTANCE OF 1260.41 FEET TO THE NORTHEAST CORNER OF SAID TRACT 64; THENCE, DEPARTING SAID NORTHERLY LINE, RUN SOUTH 00°39'25" WEST, ALONG THE EAST LINE OF SAID TRACT 64, A DISTANCE OF 464.58 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

LEGAL DESCRIPTION (SUBJECT PARCEL)

TRACT 64 AND A PORTION OF TRACTS 50A AND 63 OF MAP OF SECTION 23, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LAKE HIGHLANDS COMPANY AS RECORDED IN PLAT BOOK 4, PAGE 11 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA;

AND,

TRACT 1 AND A PORTION OF TRACTS 2, 15A, AND 16 OF MAP OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LAKE HIGHLANDS COMPANY AS RECORDED IN PLAT BOOK 3, PAGE 52 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING NORTH OF STATE ROAD NUMBER 50 RIGHT-OF-WAY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, A FIVE INCH DIAMETER ROUND CONCRETE MONUMENT, AND RUN SOUTH 00°40'12" WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 26, A DISTANCE OF 1183.47 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD NUMBER 50, ACCORDING TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) RIGHT-OF-WAY MAP OF STATE ROAD NUMBER 50, SECTION NUMBER 11070-2505; THENCE, DEPARTING SAID EAST SECTION LINE, RUN NORTH 89°09'12" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 680.32 FEET TO A POINT ON THE APPROXIMATE CENTERLINE OF TINY MORSE BOULEVARD; THENCE RUN NORTH 00°25'53" WEST, ALONG SAID APPROXIMATE CENTERLINE, A DISTANCE OF 1952.46 FEET TO THE NORTH LINE OF TRACT 50A OF MAP OF SECTION 23 TOWNSHIP 22 SOUTH. RANGE 26 EAST, LAKE COUNTY, FLORIDA, LAKE HIGHLANDS COMPANY AS RECORDED IN PLAT BOOK 4, PAGE 11 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 66°13'46" EAST; ALONG THE NORTH LINE OF SAID TRACTS 50A AND 64 OF SAID MAP OF SECTION 23, PARALLEL WITH AND 30.00 SOUTH OF, PERPENDICULAR MEASURE, THE CENTERLINE OF THE ABANDONED

ATLANTIC COAST LINE RAILROAD (CSX MAP NUMBER VL2FLA.-8), A DISTANCE OF 780.30 FEET TO THE NORTHEAST CORNER OF SAID TRACT 64; THENCE, DEPARTING SAID NORTHERLY LINE, RUN SOUTH 00°39'25" WEST ALONG THE EAST LINE OF SAID TRACT 64, A DISTANCE OF 464.58 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PORTION CONVEYED IN SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 6050, PAGE 2430, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

THIS FIRM HAS FOUND THAT THE ABOVE LEGAL DESCRIPTION FOR THE PARENT PARCEL DOES NOT FORM A MATHEMATICALLY CLOSED FIGURE. THE FOLLOWING DESCRIPTION CONTAINS THE DESCRIPTION UTILIZED TO DEPICT THE LANDS SURVEYED BY THIS FIRM AND SUPPORTED BY BOUNDARY MARKERS FOUND AND SHOWN HEREON:

LEGAL DESCRIPTION "ALSO DESCRIBED AS" PER AMENDMENT OF MEMORANDUM OF LEASE IN OFFICIAL RECORDS BOOK 6067, PAGE 1151:

A PORTION OF TRACTS 50A AND 63 OF MAP OF SECTION 23 TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LAKE HIGHLANDS COMPANY AS RECORDED IN PLAT BOOK 4, PAGE 11 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA;

AND,

A PORTION OF TRACTS 2, 15, AND 15A OF MAP OF SECTION 26 TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LAKE HIGHLANDS COMPANY AS RECORDED IN PLAT BOOK 3, PAGE 52 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING NORTH OF STATE ROAD NUMBER 50 RIGHT-OF-WAY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST: THENCE RUN SOUTH 00°40'12" WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 26, A DISTANCE OF 1183.62 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD NUMBER 50, ACCORDING TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) RIGHT OF WAY MAP OF STATE ROAD NUMBER 50, SECTION NUMBER 11070-2505; THENCE. DEPARTING SAID EAST LINE, RUN NORTH 89°06'48" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 717.90 FEET TO THE SOUTHEAST CORNER OF THE FDOT WATER RETENTION AREA AS RECORDED IN OFFICIAL RECORDS BOOK 591, PAGE 1209 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA ALSO BEING THE POINT OF BEGINNING; THENCE RUN NORTH 00°53'28" EAST, ALONG THE EAST LINE AND THE NORTHERLY LINE OF THE SAID FDOT

WATER RETENTION AREA, A DISTANCE OF 208.00 FEET TO THE NORTHEAST CORNER THEREOF; THENCE RUN NORTH 89°05'48" WEST, ALONG THE NORTH LINE OF SAID FDOT WATER RETENTION AREA, A DISTANCE OF 609.73 FEET TO A POINT ON THE WEST LINE OF SAID TRACT 15; THENCE RUN NORTH 00°35'13" EAST, ALONG THE WEST LINE OF THE AFORESAID TRACT 15 AND ALONG THE WEST LINE OF THE AFORESAID TRACT 2, A DISTANCE OF 959.72 FEET TO THE NORTHWEST CORNER OF SAID TRACT 2; THENCE RUN NORTH 00°39'11" EAST, ALONG THE WEST LINE OF THE AFORESAID TRACT 63 AND THE WEST LINE OF THE AFORESAID TRACT 50A, A DISTANCE OF 1032.04 FEET TO THE NORTHWEST CORNER OF SAID TRACT 50A, SAID POINT BEING A POINT ON A NON TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1402.69 FEET, A CENTRAL ANGLE OF 06°32'38", A CHORD BEARING OF SOUTH 69°29'22" EAST AND CHORD LENGTH OF 160.12 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID NON TANGENT CURVE AND ALONG THE NORTH LINE OF SAID TRACT 50A FOR A DISTANCE OF 160.20 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 66°13'03" EAST CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 500.21 FEET TO A POINT ON THE EAST LINE OF THAT CERTAIN ACCESS, INGRESS AND EGRESS EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 2754, PAGE 2316 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE, DEPARTING SAID NORTH LINE, RUN SOUTH 00°25'54" EAST ALONG THE SAID EAST LINE, A DISTANCE OF 1952.05 FEET TO A POINT ON THE AFORESAID NORTH RIGHT OF WAY LINE OF STATE ROAD 50; THENCE RUN NORTH 89°06'48" WEST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 37.58 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,178 482 SQUARE FEET, OR 27.05 ACRES MORE OR LESS.

LESS AND EXCEPT:

A PORTION OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY,

FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, RUN SOUTH 00°40'13" WEST, ALONG THE EAST LINE OF SAID SECTION 26, A DISTANCE OF 1183.62 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WEST COLONIAL DRIVE (STATE ROAD NO. 50), ACCORDING TO THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION NO. 11070-2505; THENCE RUN NORTH 89°06'47" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 680.32 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH

89°06'47" WEST, CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 37.58 FEET TO THE SOUTHEASTERLY CORNER OF THE FLORIDA DEPARTMENT OF TRANSPORTATION RETENTION AREA AS RECORDED IN OFFICIAL RECORDS BOOK 591, PAGE 1209 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN NORTH 00°53'29" EAST, ALONG THE EASTERLY LINE OF SAID RETENTION AREA, A DISTANCE OF 208.00 FEET TO THE NORTHEASTERLY CORNER OF SAID RETENTION AREA; THENCE RUN NORTH 89°05'47" WEST, ALONG THE NORTHERLY LINE OF SAID RETENTION AREA, A DISTANCE OF 609.73 FEET; THENCE RUN NORTH 00°35'14" EAST, DEPARTING SAID NORTHERLY LINE, A DISTANCE OF 659.86 FEET; THENCE RUN, PARALLEL TO SAID NORTHERLY LINE, SOUTH 89°05'47" EAST, A DISTANCE OF 630.78 FEET TO A POINT ON THE EASTERLY LINE OF THAT CERTAIN ACCESS, INGRESS AND EGRESS EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 2754, PAGE 2316 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 00°25'53" EAST, ALONG SAID EASTERLY LINE, A DISTANCE OF 868.21 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
Daily Commercial
Publish Dates: August 12 and 19, 2025
Size: 2 columns by 10 inches



CITY OF CLERMONT

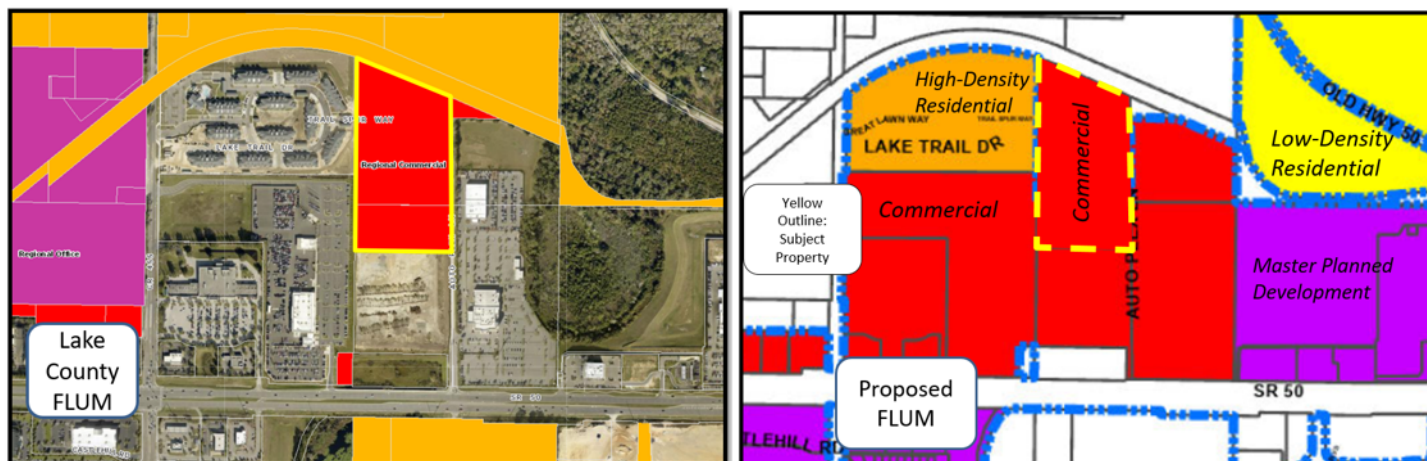
AGENDA ITEM

Page 1 of 2

Meeting Date	
Tuesday, July 29, 2025	
Agenda Item Name	
Ordinance No. 2025-026 <i>Intro</i> <i>CarMax Expansion SSCP</i>	
Requested Action	
Recommend approval of Ordinance 2025-026.	
Staff Report	

The applicant, Thomas Dixon, is requesting annexation, a small-scale comprehensive plan amendment and rezoning of the subject property. The property is located east of County Road 455 and north of State Road 50, adjacent to Auto Plex Lane, and is approximately 17.242 +/- Acres. The property meets the requirements for consideration of annexation under Florida Statutes 171.044 by adjacency to the current City limits. The property is located within the JPA and ISBA service boundaries and the City issued a utility letter documenting intent to serve the property in September 2024. Lake County is in the final stages of approving the final site plan for development with an understanding that the City will be providing water and sewer services. The property shall be developed as a continuation of the existing CarMax dealership to be used as auto inventory, wholesale auction, and other accessory uses for the dealership. The proposed site plan has been reviewed by the Clermont Site Review Committee as part of the JPA Agreement to ensure the proposed development is in compliance with the Clermont Land Development Regulations (LDR).

The current future land use in Lake County is commercial. As part of the annexation process, the property will need a City of Clermont future land use designation. A similar designation in the City is Commercial and would be compatible with the proposed end development. A majority of the existing future land uses in the area (East, South, and a portion to the West) are commercial future land use.



The applicant's request to change the future land use to the City's Commercial designation does not propose a conflict between the existing uses and land uses in the area. The proposed project and the existing Lake County future land use are commercial. Several parcels in the area are City of Clermont Commercial and this would be a continuation of that future land use. Staff recommends approval of the Small Scale Comprehensive Plan amendment to change the future land use from Lake County Commercial to City of Clermont Commercial. *The Planning and Zoning Commission recommended approval as presented, 7-0.* Staff recommends approval of Ordinance 2025-026.

Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Ord 2025-026 - CarMax Exp SSCPA (06.16.2025)	Ord 2025-026 - CarMax Exp SSCPA (06.16.2025).pdf
2.	Carmax Expansion Maps	Carmax Expansion Maps.pdf
3.	OVERALL SITE PLAN EXHIBIT (6.20.2025)	OVERALL SITE PLAN EXHIBIT (6.20.2025).pdf
4.	Clermont Utility Letter - GK Rogers	Clermont Utility Letter - GK Rogers.pdf
5.	20250527_Comp Plan Application_signed	20250527_Comp Plan Application_signed.pdf
6.	2025-026 CarMax Exp SSCPA - Legal Ad CC	2025-026 CarMax Exp SSCPA - Legal Ad CC.docx



CITY OF CLERMONT
ORDINANCE NO. 2025-026

AN ORDINANCE OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTING THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT FOR THE CITY OF CLERMONT, FLORIDA, PURSUANT TO THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING ACT, CHAPTER 163, PART II, FLORIDA STATUTES; SETTING FORTH THE AUTHORITY FOR ADOPTION OF THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT; SETTING FORTH THE PURPOSE AND INTENT OF THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR THE ADOPTION OF THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT; ESTABLISHING THE LEGAL STATUS OF THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the Comprehensive Plan of the City of Clermont was adopted by the City of Clermont on June 23, 2009, in accordance with the Local Government Planning and Land Development Regulations Act of 1985, Chapter 163, Part II, Florida Statutes; and

WHEREAS, the Comprehensive Plan of the City of Clermont may be amended pursuant to Florida Statute 163.3187; and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Clermont have held public hearings on the proposed amendment to the plan in light of written comments, proposals and objections from the general public;

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

SECTION 1:

After public hearings held by the City of Clermont Local Planning Agency and the Clermont City Council, the Future Land Use Map of the Comprehensive Plan of the City of Clermont is hereby amended by changing the following described property as shown:

LEGAL DESCRIPTION

LEGAL DESCRIPTION PER SPECIAL WARRANTY DEED IN OFFICIAL RECORDS BOOK 5169, PAGE 61:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LAKE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:



CITY OF CLERMONT
ORDINANCE NO. 2025-026

PARCEL 1:

LEGAL DESCRIPTION (OVERALL TRACT):

TRACTS 50A, 63, AND 64 OF MAP OF SECTION 23 TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LAKE HIGHLANDS COMPANY AS RECORDED IN PLAT BOOK 4, PAGE 11 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; AND, TRACTS 1, AND 2, AND THAT PORTION OF TRACTS 15, 15A, AND 16 OF MAP OF SECTION 26 TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LAKE HIGHLANDS COMPANY AS RECORDED IN PLAT BOOK 3, PAGE 52 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING NORTH OF STATE ROAD NUMBER 50 RIGHT-OF-WAY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, A FIVE INCH DIAMETER ROUND CONCRETE MONUMENT, AND RUN SOUTH 00°40'12" WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 26, A DISTANCE OF 1183.47 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD NUMBER 50, ACCORDING TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) RIGHT-OF-WAY MAP OF STATE ROAD NUMBER 50, SECTION NUMBER 11070-2505; THENCE, DEPARTING SAID EAST SECTION LINE, RUN NORTH 89°09'12" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 717.69 FEET; THENCE RUN NORTH 00°05'48" EAST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, SAID LINE ALSO BEING THE EAST LINE OF THE FDOT WATER RETENTION AREA, A DISTANCE OF 208.00 FEET; THENCE RUN NORTH 89°09'12" WEST, ALONG SAID RIGHT-OF-WAY LINE AND THE NORTHERLY LINE OF THE FDOT WATER RETENTION AREA, A DISTANCE OF 615.66 FEET TO A POINT ON THE WEST LINE OF TRACT 15 ACCORDING TO THE AFORESAID MAP OF SECTION 26 TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LAKE HIGHLANDS COMPANY AS RECORDED IN PLAT BOOK 3, PAGE 52 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, THENCE RUN NORTH 00°54'17" EAST, ALONG THE WEST LINE OF SAID TRACTS 15 AND 2 A DISTANCE OF 960.72 FEET TO THE NORTHWEST CORNER OF SAID TRACT 2, SAID POINT ALSO BEING ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 26; THENCE RUN NORTH 00°41'14"

EAST, ALONG THE WEST LINE OF TRACTS 64 AND 50A ACCORDING TO THE MAP OF SECTION 23 TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LAKE HIGHLANDS COMPANY AS RECORDED IN PLAT BOOK 4,



CITY OF CLERMONT
ORDINANCE NO. 2025-026

PAGE 11 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, A DISTANCE OF 1031.90 FEET TO THE NORTHWEST CORNER OF SAID TRACT 50A, SAID POINT BEING A POINT ON A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1402.69 FEET; THENCE, FROM A CHORD BEARING OF SOUTH 69°30'04" EAST, RUN ALONG THE ARC OF SAID CURVE AND NORTH LINE OF SAID TRACT 63, PARALLEL WITH AND 30.00 SOUTH OF, PERPENDICULAR MEASURE, THE CENTERLINE OF THE ABANDONED ATLANTIC COAST LINE RAILROAD (CSX MAP NUMBER VL2FLA-8) A DISTANCE OF 160.19 FEET THROUGH A CENTRAL ANGLE OF 6°32'36" TO A POINT OF TANGENCY; THENCE RUN SOUTH 66°13'46" EAST, ALONG SAID PARALLEL LINE, BEING THE NORTH LINE OF SAID TRACT 63 AND TRACT 64 OF SAID MAP OF SECTION 23, LAKE HIGHLANDS COMPANY, A DISTANCE OF 1260.41 FEET TO THE NORTHEAST CORNER OF SAID TRACT 64; THENCE, DEPARTING SAID NORTHERLY LINE, RUN SOUTH 00°39'25" WEST, ALONG THE EAST LINE OF SAID TRACT 64, A DISTANCE OF 464.58 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

LEGAL DESCRIPTION (SUBJECT PARCEL)

TRACT 64 AND A PORTION OF TRACTS 50A AND 63 OF MAP OF SECTION 23, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LAKE HIGHLANDS COMPANY AS RECORDED IN PLAT BOOK 4, PAGE 11 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA;

AND,

TRACT 1 AND A PORTION OF TRACTS 2, 15A, AND 16 OF MAP OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LAKE HIGHLANDS COMPANY AS RECORDED IN PLAT BOOK 3, PAGE 52 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING NORTH OF STATE ROAD NUMBER 50 RIGHT-OF-WAY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, A FIVE INCH DIAMETER ROUND CONCRETE MONUMENT, AND RUN SOUTH 00°40'12" WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 26, A DISTANCE OF 1183.47 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD NUMBER 50, ACCORDING TO



CITY OF CLERMONT
ORDINANCE NO. 2025-026

THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) RIGHT-OF-WAY MAP OF STATE ROAD NUMBER 50, SECTION NUMBER 11070-2505; THENCE, DEPARTING SAID EAST SECTION LINE, RUN NORTH 89°09'12" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 680.32 FEET TO A POINT ON THE APPROXIMATE CENTERLINE OF TINY MORSE BOULEVARD; THENCE RUN NORTH 00°25'53" WEST, ALONG SAID APPROXIMATE CENTERLINE, A DISTANCE OF 1952.46 FEET TO THE NORTH LINE OF TRACT 50A OF MAP OF SECTION 23 TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LAKE HIGHLANDS COMPANY AS RECORDED IN PLAT BOOK 4, PAGE 11 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 66°13'46" EAST; ALONG THE NORTH LINE OF SAID TRACTS 50A AND 64 OF SAID MAP OF SECTION 23, PARALLEL WITH AND 30.00 SOUTH OF, PERPENDICULAR MEASURE, THE CENTERLINE OF THE ABANDONED ATLANTIC COAST LINE RAILROAD (CSX MAP NUMBER VL2FLA.-8), A DISTANCE OF 780.30 FEET TO THE NORTHEAST CORNER OF SAID TRACT 64; THENCE, DEPARTING SAID NORTHERLY LINE, RUN SOUTH 00°39'25" WEST ALONG THE EAST LINE OF SAID TRACT 64, A DISTANCE OF 464.58 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PORTION CONVEYED IN SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 6050, PAGE 2430, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

THIS FIRM HAS FOUND THAT THE ABOVE LEGAL DESCRIPTION FOR THE PARENT PARCEL DOES NOT FORM A MATHEMATICALLY CLOSED FIGURE. THE FOLLOWING DESCRIPTION CONTAINS THE DESCRIPTION UTILIZED TO DEPICT THE LANDS SURVEYED BY THIS FIRM AND SUPPORTED BY BOUNDARY MARKERS FOUND AND SHOWN HEREON:

LEGAL DESCRIPTION "ALSO DESCRIBED AS" PER AMENDMENT OF MEMORANDUM OF LEASE IN OFFICIAL RECORDS BOOK 6067, PAGE 1151:

A PORTION OF TRACTS 50A AND 63 OF MAP OF SECTION 23 TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LAKE HIGHLANDS COMPANY AS RECORDED IN PLAT BOOK 4, PAGE 11 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA;

AND,

A PORTION OF TRACTS 2, 15, AND 15A OF MAP OF SECTION 26 TOWNSHIP 22



CITY OF CLERMONT
ORDINANCE NO. 2025-026

SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LAKE HIGHLANDS COMPANY AS RECORDED IN PLAT BOOK 3, PAGE 52 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING NORTH OF STATE ROAD NUMBER 50 RIGHT-OF-WAY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST: THENCE RUN SOUTH 00°40'12" WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 26, A DISTANCE OF 1183.62 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD NUMBER 50, ACCORDING TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) RIGHT OF WAY MAP OF STATE ROAD NUMBER 50, SECTION NUMBER 11070-2505; THENCE. DEPARTING SAID EAST LINE, RUN NORTH 89°06'48" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 717.90 FEET TO THE SOUTHEAST CORNER OF THE FDOT WATER RETENTION AREA AS RECORDED IN OFFICIAL RECORDS BOOK 591, PAGE 1209 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA ALSO BEING THE POINT OF BEGINNING; THENCE RUN NORTH 00°53'28" EAST, ALONG THE EAST LINE AND THE NORTHERLY LINE OF THE SAID FDOT WATER RETENTION AREA, A DISTANCE OF 208.00 FEET TO THE NORTHEAST CORNER THEREOF; THENCE RUN NORTH 89°05'48" WEST, ALONG THE NORTH LINE OF SAID FDOT WATER RETENTION AREA, A DISTANCE OF 609.73 FEET TO A POINT ON THE WEST LINE OF SAID TRACT 15; THENCE RUN NORTH 00°35'13" EAST, ALONG THE WEST LINE OF THE AFORESAID TRACT 15 AND ALONG THE WEST LINE OF THE AFORESAID TRACT 2, A DISTANCE OF 959.72 FEET TO THE NORTHWEST CORNER OF SAID TRACT 2; THENCE RUN NORTH 00°39'11" EAST, ALONG THE WEST LINE OF THE AFORESAID TRACT 63 AND THE WEST LINE OF THE AFORESAID TRACT 50A, A DISTANCE OF 1032.04 FEET TO THE NORTHWEST CORNER OF SAID TRACT 50A, SAID POINT BEING A POINT ON A NON TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1402.69 FEET, A CENTRAL ANGLE OF 06°32'38", A CHORD BEARING OF SOUTH 69°29'22" EAST AND CHORD LENGTH OF 160.12 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID NON TANGENT CURVE AND ALONG THE NORTH LINE OF SAID TRACT 50A FOR A DISTANCE OF 160.20 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 66°13'03" EAST CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 500.21 FEET TO A POINT ON THE EAST LINE OF THAT CERTAIN ACCESS, INGRESS AND EGRESS EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 2754, PAGE 2316 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE, DEPARTING SAID NORTH LINE, RUN SOUTH 00°25'54" EAST ALONG



CITY OF CLERMONT
ORDINANCE NO. 2025-026

THE SAID EAST LINE, A DISTANCE OF 1952.05 FEET TO A POINT ON THE AFORESAID NORTH RIGHT OF WAY LINE OF STATE ROAD 50; THENCE RUN NORTH 89°06'48" WEST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 37.58 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,178 482 SQUARE FEET, OR 27.05 ACRES MORE OR LESS.

LESS AND EXCEPT:

A PORTION OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY,

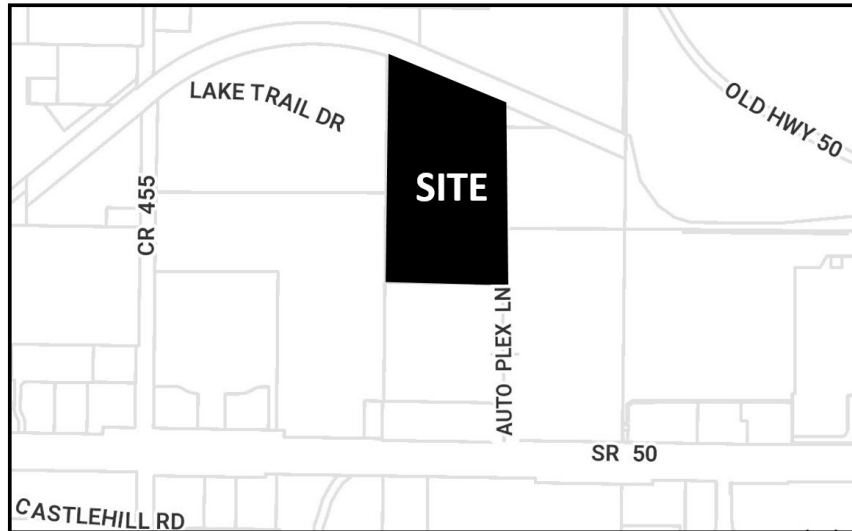
FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, RUN SOUTH 00°40'13" WEST, ALONG THE EAST LINE OF SAID SECTION 26, A DISTANCE OF 1183.62 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WEST COLONIAL DRIVE (STATE ROAD NO. 50), ACCORDING TO THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION NO. 11070-2505; THENCE RUN NORTH 89°06'47" WEST, ALONG SAID NORTHERLY RIGHT-OF- WAY LINE, A DISTANCE OF 680.32 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 89°06'47" WEST, CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 37.58 FEET TO THE SOUTHEASTERLY CORNER OF THE FLORIDA DEPARTMENT OF TRANSPORTATION RETENTION AREA AS RECORDED IN OFFICIAL RECORDS BOOK 591, PAGE 1209 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN NORTH 00°53'29" EAST, ALONG THE EASTERLY LINE OF SAID RETENTION AREA, A DISTANCE OF 208.00 FEET TO THE NORTHEASTERLY CORNER OF SAID RETENTION AREA; THENCE RUN NORTH 89°05'47" WEST, ALONG THE NORTHERLY LINE OF SAID RETENTION AREA, A DISTANCE OF 609.73 FEET; THENCE RUN NORTH 00°35'14" EAST, DEPARTING SAID NORTHERLY LINE, A DISTANCE OF 659.86 FEET; THENCE RUN, PARALLEL TO SAID NORTHERLY LINE, SOUTH 89°05'47" EAST, A DISTANCE OF 630.78 FEET TO A POINT ON THE EASTERLY LINE OF THAT CERTAIN ACCESS, INGRESS AND EGRESS EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 2754, PAGE 2316 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 00°25'53" EAST, ALONG SAID EASTERLY LINE, A DISTANCE OF 868.21 FEET TO THE POINT OF BEGINNING.

CITY OF CLERMONT
ORDINANCE NO. 2025-026

LOCATION

14013 Auto Plex Lane
East of CR 455, North of SR 50 and west of Auto Plex Lane
Alternate Key 2665637 & 3938448
17.242 +/- Acres



CHANGE THE FUTURE LAND USE CLASSIFICATION:

**FROM: LAKE COUNTY COMMERCIAL
TO: CITY OF CLERMONT 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. 2025-026

SECTION 4: ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR

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

SECTION 5: PUBLICATION AND EFFECTIVE DATE

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



CITY OF CLERMONT
ORDINANCE NO. 2025-026

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 26th day of August, 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

Exhibit - Location Map – CarMax Expansion



Exhibit – Future Land Use Map – CarMax Expansion

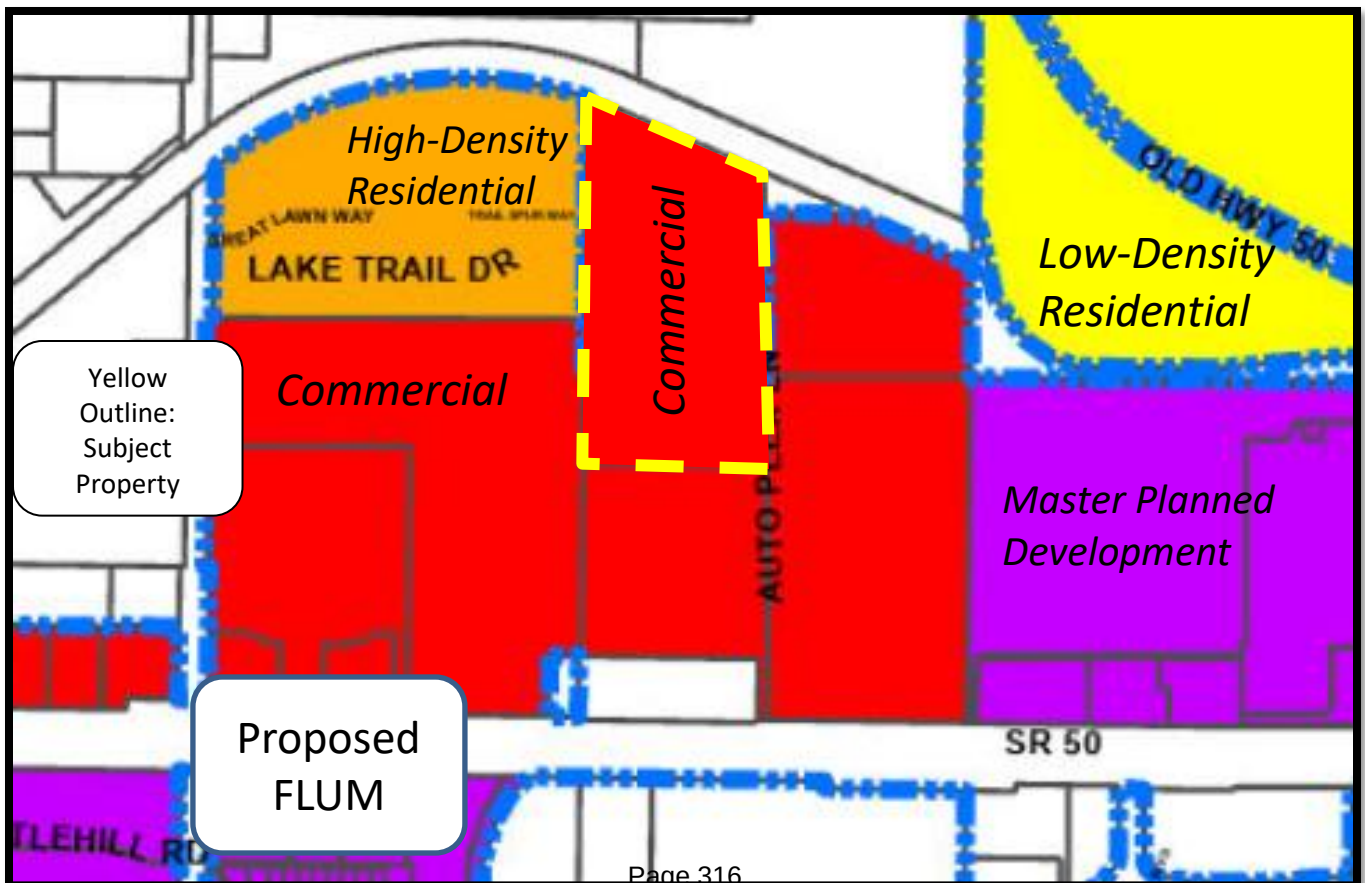
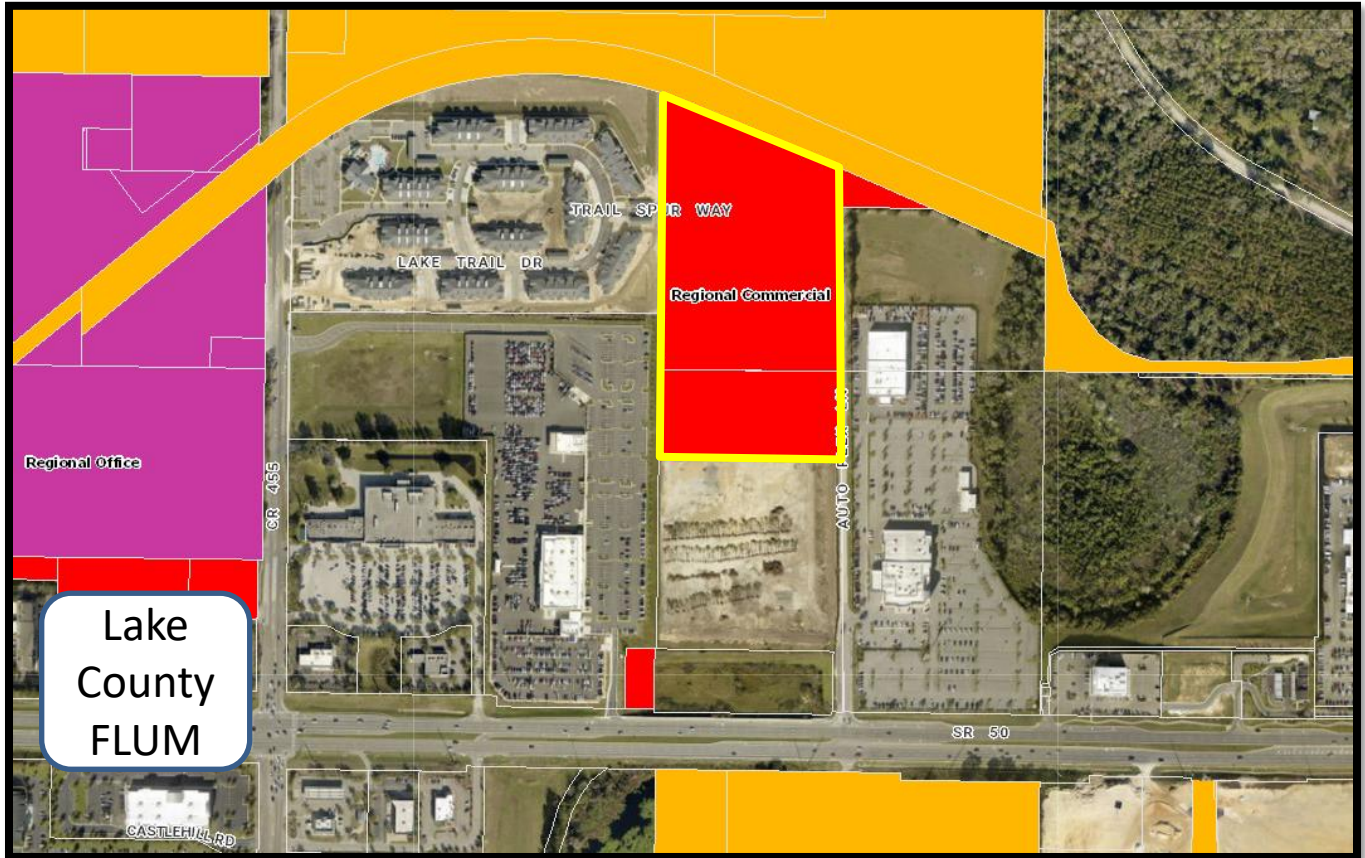


Exhibit – Zoning Map – CarMax Expansion

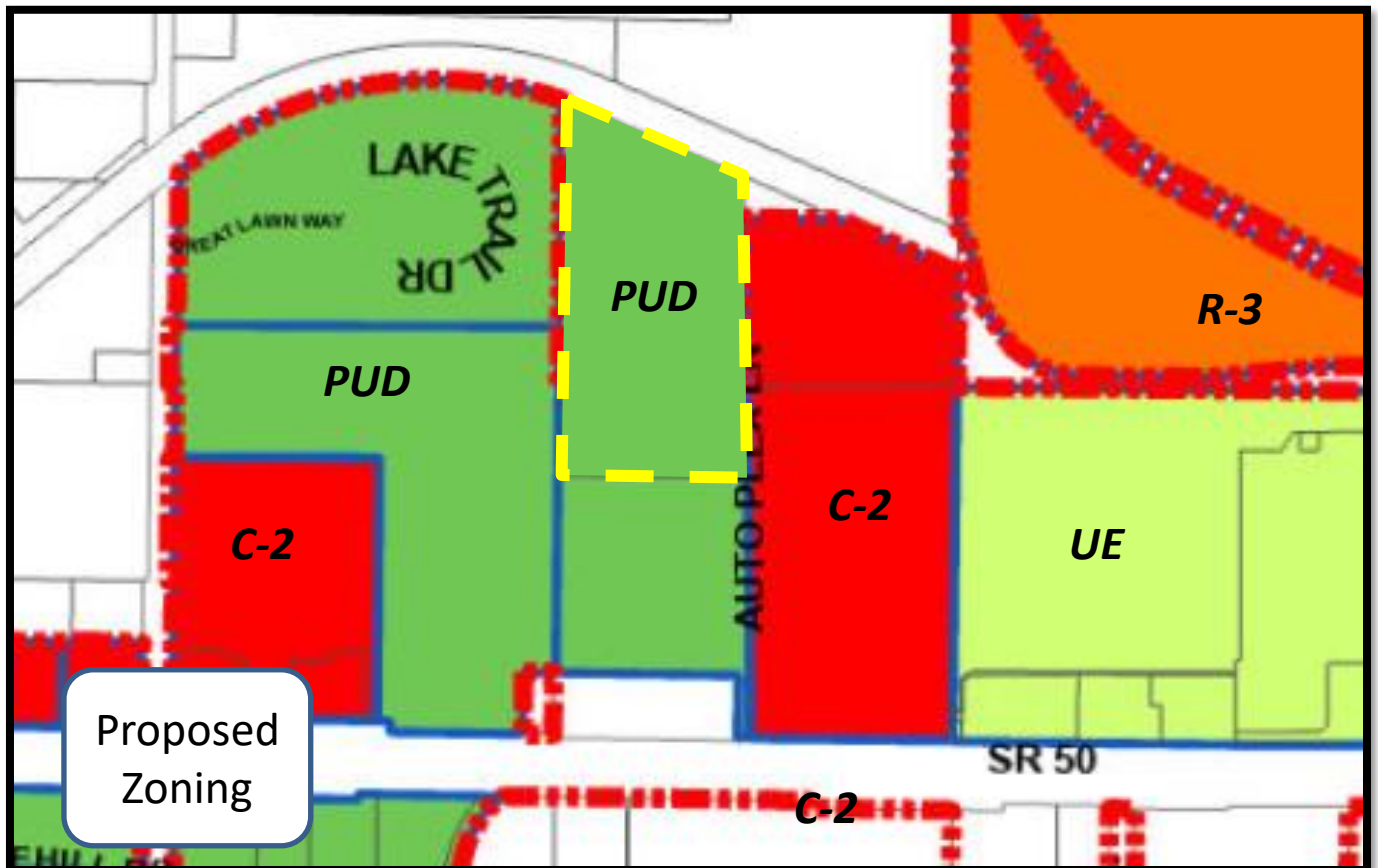
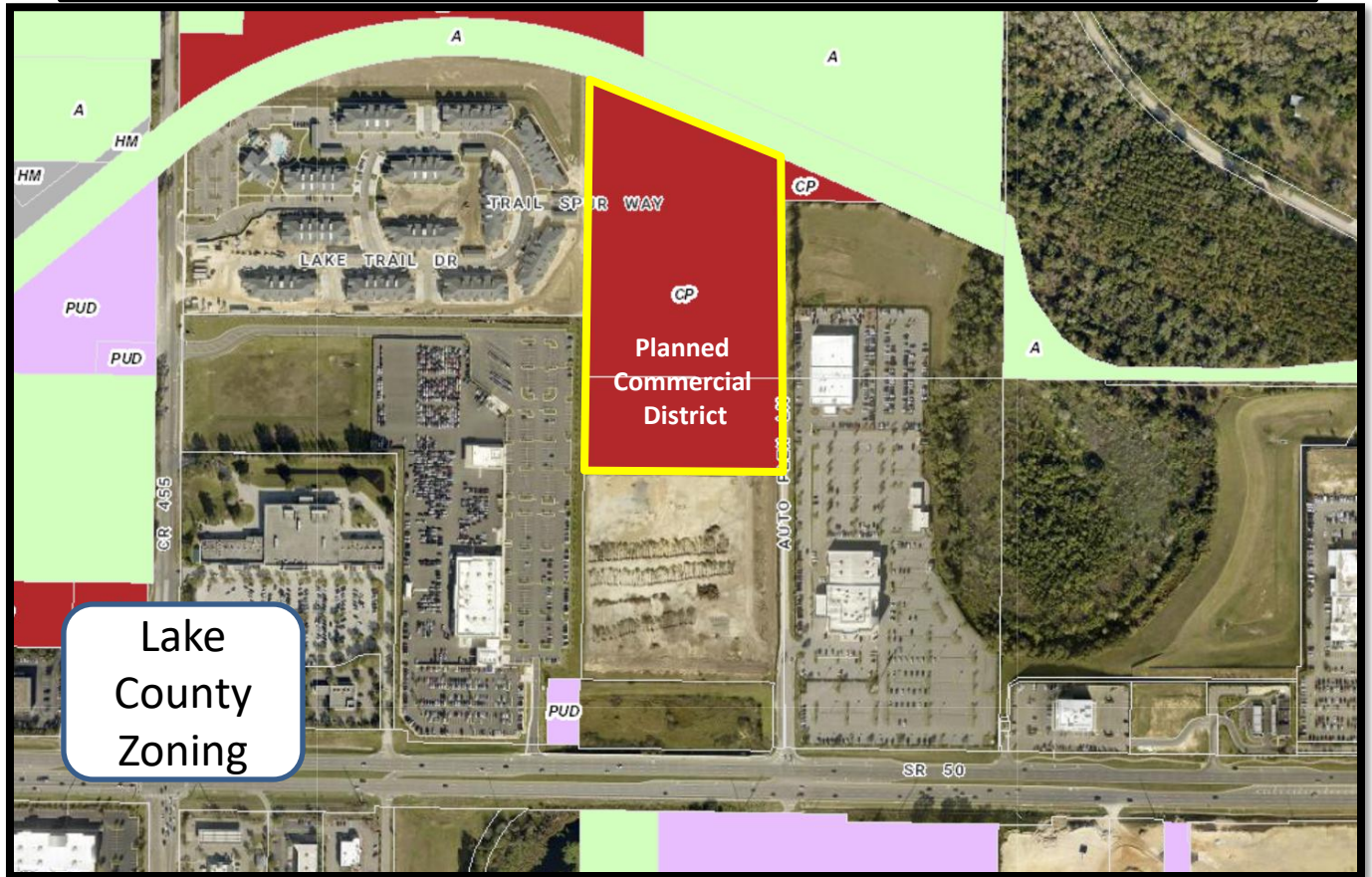
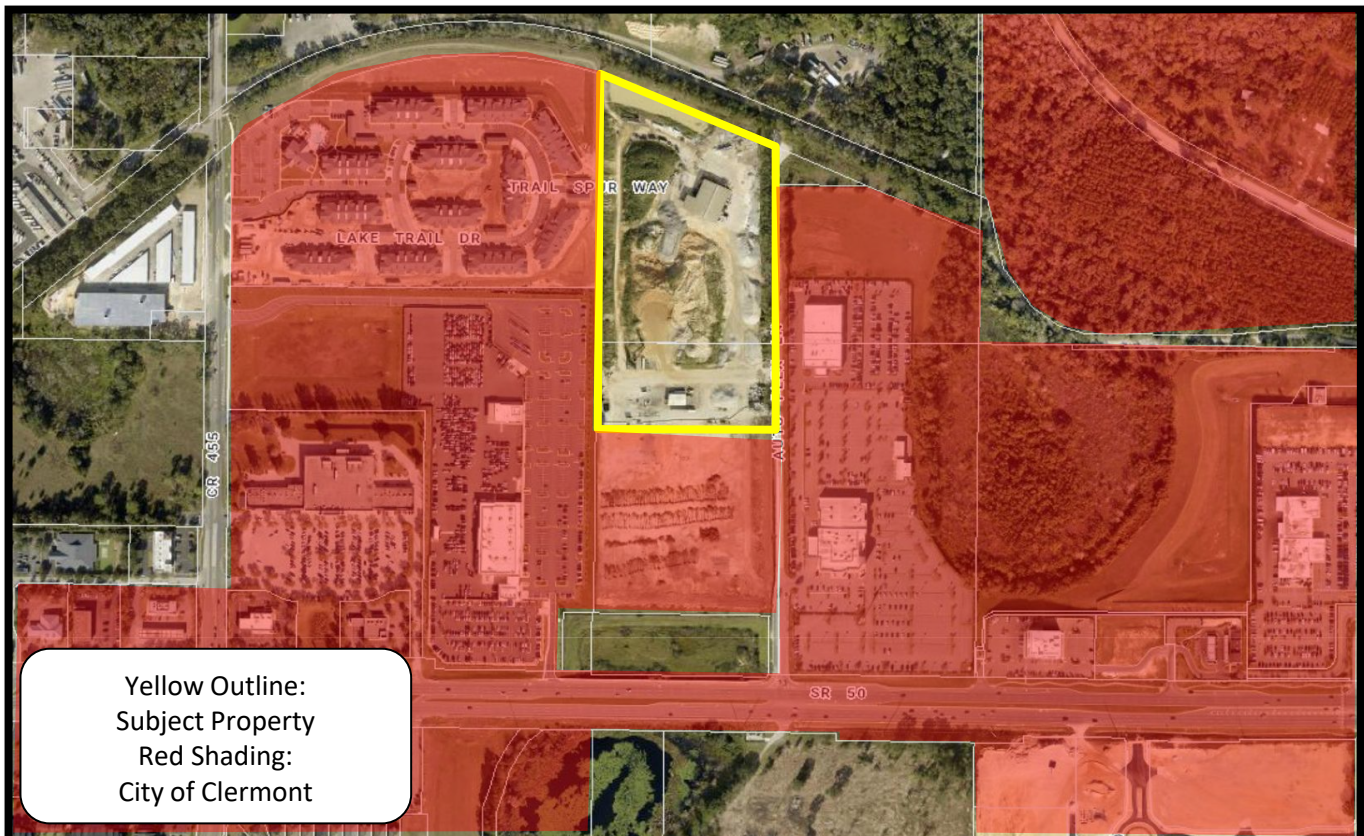
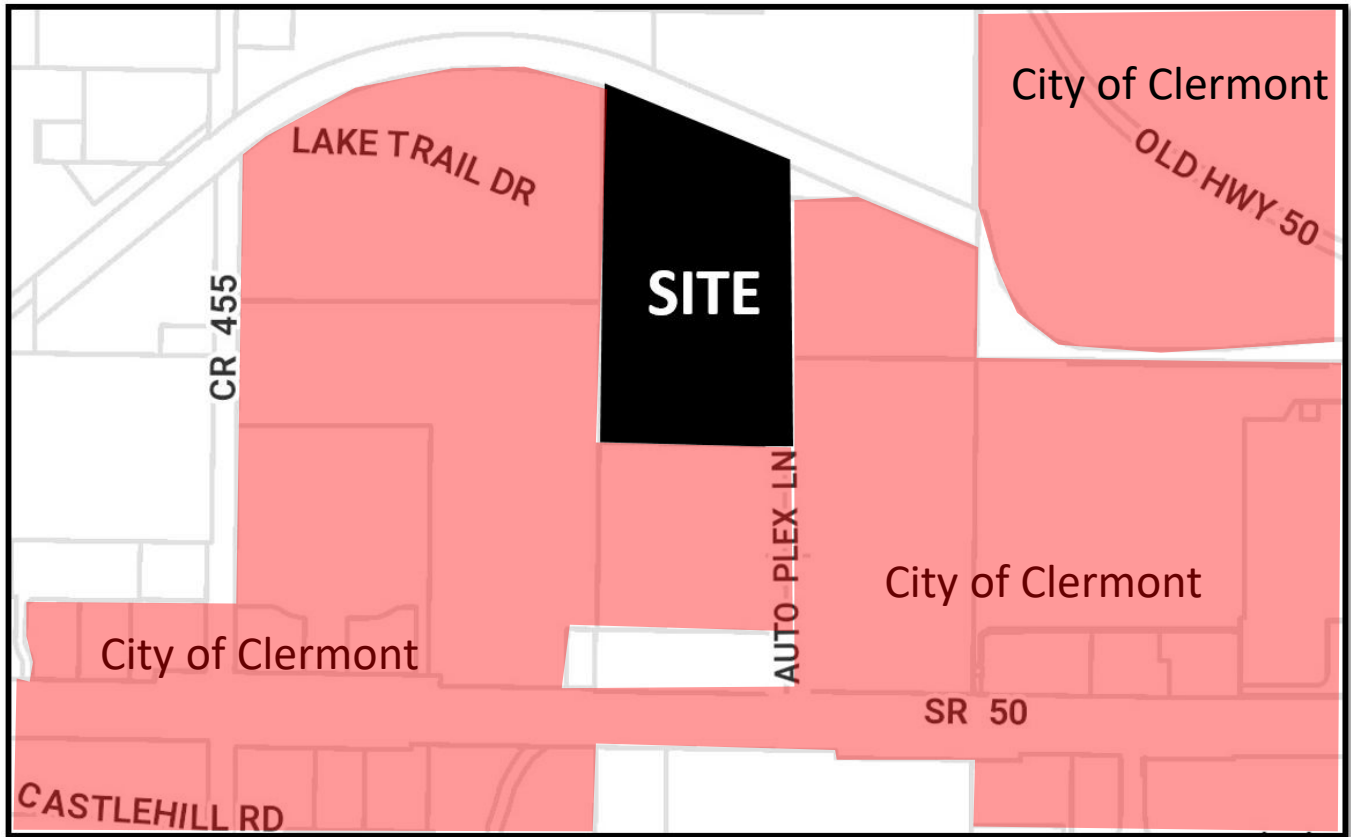


Exhibit – Annexation Map – Carmax Expansion



The map displays the project location at the intersection of Old County Road 50 and Autoplex Lane. A black callout box with the text "PROJECT LOCATION" points to this intersection. The map shows a network of roads including Hartle Road, County Road 455, County Road 50, and County Road 10. Other labeled roads include Hartle Road, County Road 455, County Road 50, and County Road 10. The map also shows various landmarks and features such as "HARTLE RD", "COUNTY ROAD 455", "COUNTY ROAD 50", "COUNTY ROAD 10", "HARTLE RD", "COUNTY ROAD 455", "COUNTY ROAD 50", and "COUNTY ROAD 10".

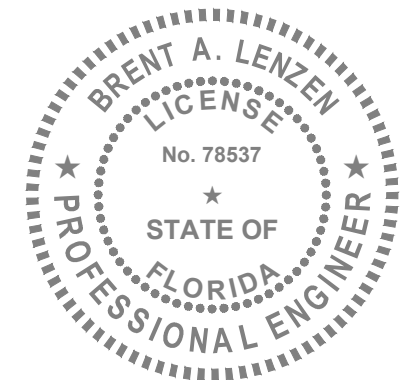
[illegible]

SITE DATA:	
TOTAL SITE AREA:	17.24 AC
DEVELOPABLE AREA:	16.50 AC
EXISTING ZONING:	CP
EXISTING FUTURE LAND USE:	REGIONAL COMMERCIAL
EXISTING F.A.R.:	0.02
PROPOSED F.A.R. (3.0 MAX.):	0.01
EXISTING NON-RESIDENTIAL BUILDING AREA:	16,592 SF
PROPOSED NON-RESIDENTIAL BUILDING AREA:	8,107 SF
EXISTING DWELLING UNITS:	N/A
PROPOSED DWELLING UNITS:	N/A
EXISTING DENSITY:	N/A
PROPOSED DENSITY:	N/A
EXISTING IMPERVIOUS AREA:	0.87 AC
PROPOSED IMPERVIOUS AREA (75% MAX.):	11.47 AC (70.0%)
EXISTING OPEN SPACE:	16.27 AC
PROPOSED OPEN SPACE (15% REQUIRED):	4.83 AC (29.0%)
TOTAL AREA IN FLOODPLAIN:	N/A
TOTAL AREA IN WETLANDS:	N/A

PARKING COUNT



© 2024 KIMLEY-HORN AND ASSOCIATES, INC.
6000 S. ORANGE AVENUE, SUITE 600, ORLANDO, FL
PHONE: (407) 898-1511
WWW.KIMLEY-HORN.COM REGISTRY No. 35106

PERMIT
SET

NOT RELEASED FOR CONSTRUCTION

LATEST DA/PC**DRAWN BY:**

CHECKED BY:

[illegible]

CARmax
THE AUTO SUPERSTORE

STORE NUMBER 4067
16731 STATE RD. 50
CLERMONT, FL 34711

PROJECT NO. 20-23040.00

DATE 09 MAY 2025

SHEET TITLE	
	SITE LAYOUT PLAN

SHEET NO. C3.0



Mark Griffin
Public Services Assistant Director
3335 Hancock Road
Clermont, FL 34711

352-241-0178 X 6623
mgriffin@clermontfl.org

September 24, 2024

GK Rogers Construction
C/O Jimmy Crawford, Esq.
702 W. Montrose Street
Clermont, FL 34711

RE: GK Rogers Construction Utility Service – AK 3938448 & 2665637

This letter is in response to your request regarding utility availability for the project located at:

14013 Auto Plex Lane, Clermont, FL 34711

The property referenced is not located within the City Limits of Clermont; however, the property is located within the City's utility service area and therefore, the City can provide water and sewer service up to 5,000 gallons per day subject to compliance with applicable City Codes and fees.

Final approval for the provision of utility services to the property must be granted by the City Council and may be subject to additional conditions. To initiate the consideration process, the property owner must submit a request for utility service along with a conceptual site plan specifying how the property will be and the description of commercial usage to be approved by City Council. Please contact Curt Henschel, Planning and Development Services Director, to proceed with requesting utility service for this project, (352) 241-7308.

If you have any questions regarding the information provided, please contact me at (352) 241-0178.

This Utility Notification is valid **UNTIL SEPTEMBER 10, 2025**. If an application to annex the subject property into the City of Clermont, Florida, is received by the City on or before that date, this Utility Notification shall remain valid until the disposition of such annexation application.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Griffin", is written over the printed name.

Mark Griffin
Public Services Assistant Director



CITY OF CLERMONT
COMPREHENSIVE PLAN AMENDMENT
Application Instructions

APPLICATION FEE:

- **Large Scale Comprehensive Plan Amendment** - \$2,325 plus cost of advertisement
Includes text amendments that impact the Goals, Objectives and Policies of the comprehensive plan; Future Land Use Map or map series amendment over 10 acres
- **Small Scale Comprehensive Plan Amendment** - \$755.00 plus cost of advertisement
Includes Future Land Use Map amendments of less than 10 acres, with no impact to the Goals, Objectives and Policies.
- **Development of Regional Impact (DRI)** - \$10,000 escrow plus actual costs of advertising for a DRI amendment.

APPLICATION PROCESS:

Applicants must schedule a pre-application meeting with the City's Site Review Committee prior to submitting a completed application. Once an application has been completed, please call a staff planner, (352) 394-4083, to schedule the pre-application meeting.

After the Site Review Committee meeting, and after any requests for additional information have been met by the applicant, the City's planning staff will prepare the amendment with its supporting data and analysis and schedule the Planning & Zoning Commission hearing. The Planning & Zoning Commission meets the first Tuesday of the month, and will make a recommendation on the proposed amendment to the City Council. The Council will then review the proposed amendment at a public hearing and may vote to approve (small scale amendment) or to transmit it (large scale amendment) to the Florida Department of Economic Opportunity (DEO) and all reviewing agencies.

DEO will review the amendment within 60 days and notify the City of any concerns. Other public agencies may file objections separately.

AMENDMENT TIME FRAME:

- *Small Scale Amendments* and *Large Scale Amendments* – may take up to three months to process depending on meeting schedules, review time frames, staff preparation time, etc. The City does try to consolidate amendments as much as possible to help save on advertising costs. Applicants must have attended a pre-application meeting prior to submitting applications for the deadlines. Please note that all hearing dates are tentative and subject to change.



A Pre-Application meeting with the Development Services Director (or designated staff) may be required prior to submittal of the application. Please check with the Development Services Department staff.

Application Information Required

A complete application includes the items below in addition to the attached application:

- Completed application. - Include all signatures
- Proof of ownership – (i.e. Lake County Property record card, tax receipt, deed, or tax receipt)
- Complete legal description in Word (not all caps) emailed to planning@clermontfl.org
- Current survey and location map (acreage included)
- Signed owner affidavit (unless power of attorney or notarized letter authorizing the applicant to act as the duly authorized agent for the owner is submitted with the application)
- Signed Applicant affidavit
- Application fee

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



CITY OF CLERMONT
COMPREHENSIVE PLAN AMENDMENT
Application

DATE: 05/27/2025

FEE: _____

Project Name (if applicable): CarMax - Auto Plex Ln

Applicant: Thomas A. Dixon

Contact Person: Cassidy Clements

Address: 1626 Cole Blvd

City: Lakewood State: CO Zip: 80027

Phone: 7046086034 Fax: _____

E-Mail: cclements@centerpoint-is.com

OWNER: Greg Rogers, GK Rogers Construction

Address: 4240 Martin Luther King Jr Dr SW

City: Atlanta State: GA Zip: 30336

Phone: _____ Fax: _____

E-Mail: _____

General Location: 14031 Auto Plex Ln, Clermont, FL

Legal Description (include copy of survey): Legal Description Attached

Property size (in acres or square feet):

Flood hazard area (yes) _____ and approx. acreage _____ (no) NO

Existing (Actual) Land Use: Industrial

Existing Zoning: Planned Commercial (CP) - Lake County

Existing Future Land Use: Regional Commercial - Lake County; No identified FLU in City of Clermont

Proposed Future Land Use: Commercial

Type of development proposed: Automobile and Truck Sales



Proposed density (dwelling units/acre) or intensity: N/A

Proposed Zoning District: Planned Unit Development

Summary of the proposed amendment content and effect that describes any changed conditions that would justify the proposed amendment, and why there is a need for the proposed amendment (use additional sheets if necessary).

Amendment is required in order to Annex and Rezone the subject parcel to allow for an expansion to the existing CarMax off of Auto Plex Ln. Annexation is required to obtain water and sanitation services from the City of Clermont. The development is similar to the surrounding parcels. The proposed development will be landscaped in conformance with the JPA between the City of Clermont and Lake County, and will be more appropriate in this area compared to the existing industrial development that exists.

The City of Clermont may require additional information to justify, clarify or explain the necessity of the requested Comprehensive Plan Amendment which may include the following:

- Information regarding the compatibility of the proposed land use amendment(s) with the Goals, Objectives and Policies of the Future Land Use Element and any other affected comprehensive plan elements.
- A description of how the proposed amendment(s) will result in an orderly and logical development pattern with existing and proposed land use(s) of the area.
- A description of the present availability of, and estimated demand on the following public facilities: potable water, sanitary sewer, transportation system and recreation, as appropriate.

*** * * * * NOTICE * * * * ***

IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A DELAY ON PROCESSING AND WILL NOT BE SCHEDULED UNTIL CORRECTIONS ARE MADE.

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



APPLICANT'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

Thomas A Dixon

, who being

by me first duly sworn on oath, deposes and says:

1. That he (she) affirms and certifies that he (she) understands and will comply with all ordinances, regulations and policies of Lake County, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his (her) knowledge and belief, and further, that this application and attachments shall become part of the official records of the City of Clermont, Florida, and are not returnable.
2. That he (she) desires a Future Land Use Amendment from Regional Commercial, Lake County to Commercial for the property legally described on the attachment of this application.
3. That the submittal requirements for the application have been completed and attached hereto as part of the application.

Thomas A Dixon

Affiant - Applicant Name (print)

X

Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 28th

day of

May

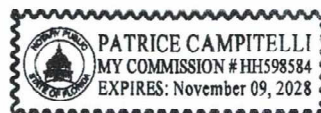
, 2025

X

Notary Public, State of Florida at Large

My Commission Expires:

11/9/28





OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

Greg Rogers for GK Rogers Construction, who being

by me first duly sworn on oath, deposes and says:

1. That he (she) is the fee-simple owner of the property legally described on the attachment of this application.
2. That he (she) desires a Future Land Use Amendment from Regional Commercial, Lake County to Commercial for the property legally described on the attachment of this application.
3. That the owner of said property has appointed **Thomas A Dixon** to act as agent on his (her) behalf to accomplish the above. The owner is required to complete the APPLICANT'S AFFIDAVIT of this application if no agent is appointed to act in his (her) stead.

Greg Rogers

Affiant - Applicant Name (print)

X

Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 27th day of May, 2025.

X Pam Howell

Notary Public, State of ~~Florida~~ Georgia at Large

My Commission Expires: 1/31/2029

Pam Howell
NOTARY PUBLIC
PAULDING COUNTY, GEORGIA
My Commission Expires 01/31/2029

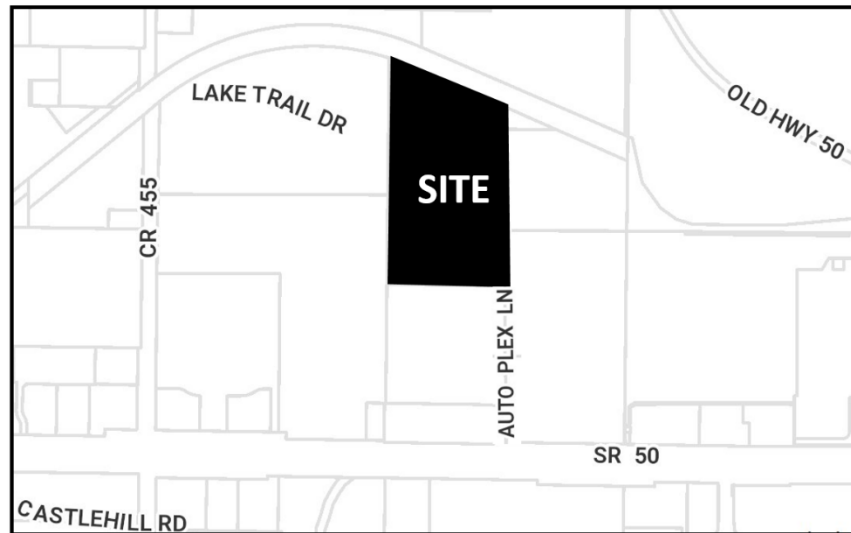
CITY OF CLERMONT

NOTICE OF PROPOSED LAND USE CHANGE

SMALL SCALE COMPREHENSIVE PLAN AMENDMENT

ORDINANCE NO. 2025-026

The Clermont City Council will hold a public hearing on Tuesday, August 26, 2025 at 3:00 PM to consider a proposed change to the City's Future Land Use Map. The map amendment would change the Future Land Use designation for the 17.242 +/- acre parcel from Lake County Commercial to City of Clermont Commercial Land Use Designation.



LOCATION

14013 Auto Plex Lane
East of CR 455, North of SR 50 and west of Auto Plex Lane
Alternate Key 2665637 & 3938448
17.242 +/- Acres

FUTURE LAND USE MAP AMENDMENT

From: Lake County Commercial
TO: City of Clermont Commercial

ORDINANCE NO. 2025-026

AN ORDINANCE OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTING THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT FOR THE CITY OF CLERMONT, FLORIDA, PURSUANT TO THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING ACT, CHAPTER 163, PART II, FLORIDA STATUTES; SETTING FORTH THE AUTHORITY FOR ADOPTION OF THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT; SETTING FORTH THE PURPOSE AND INTENT OF THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR THE ADOPTION OF THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT; ESTABLISHING THE LEGAL STATUS OF THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

All public hearings are held in the Clermont City Hall, Council Chambers, located at 685 West Montrose Street, Clermont, FL 34711.

This application is available for public inspection in the Development Services Department, Monday through Friday between the hours of 8:00 AM and 5:00 PM.

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

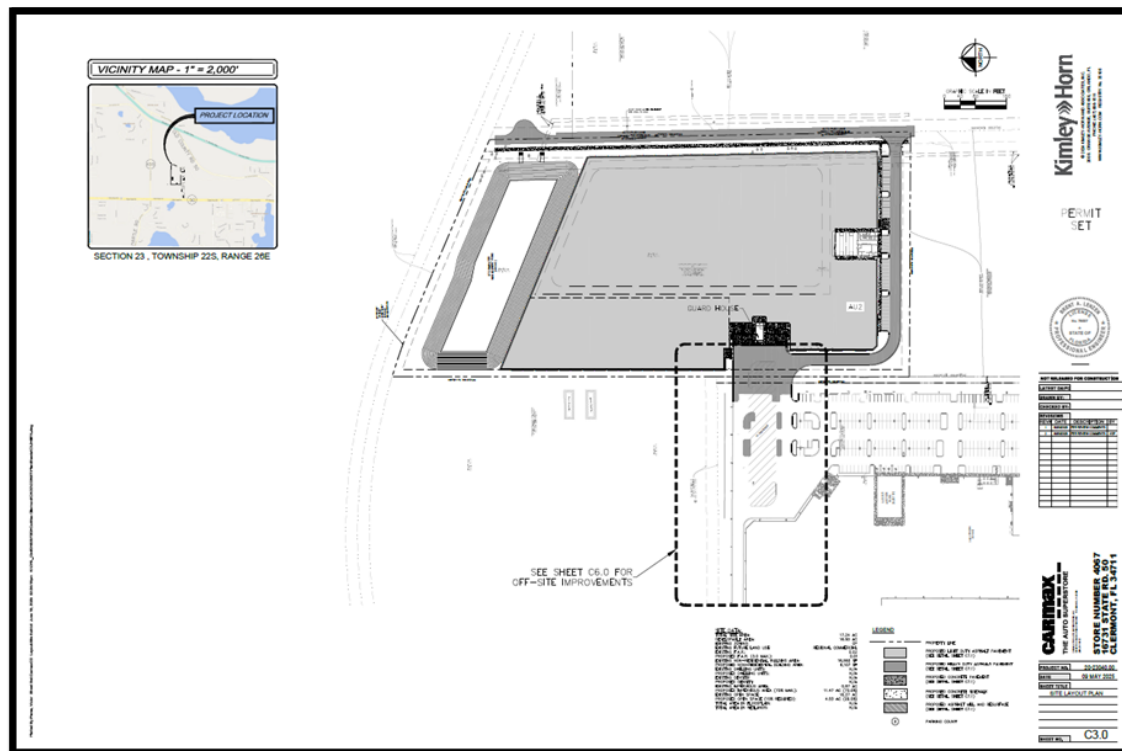
Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made. Persons with disabilities who need assistance should contact the City Clerk's office,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

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
Publish Date: August 11, 2025
Size: 2 columns by 10 inches

AGENDA ITEM

Meeting Date	
Tuesday, July 29, 2025	
Agenda Item Name	
Ordinance No. 2025-027 <i>Intro CarMax Expansion Rezoning</i>	
Requested Action	
Recommend approval of Ordinance 2025-027.	
Staff Report	
The applicant, Thomas Dixon, is requesting annexation, a small-scale comprehensive plan amendment and rezoning of the subject property. The property is located east of County Road 455 and north of State Road 50, adjacent to Auto Plex Lane, and is approximately 17.242 +/- Acres. The property meets the requirements for consideration of annexation under Florida Statutes 171.044 by adjacency to the current City limits. The property is located within the JPA and ISBA service boundaries and the City issued a utility letter documenting intent to serve the property in September 2024. Lake County is in the final stages of approving the final site plan for development with an understanding that the City will be providing water and sewer services. The property shall be developed as a continuation of the existing CarMax dealership to be used as auto inventory, wholesale auction, and other accessory uses for the dealership. The applicant is requesting a rezoning from Lake County Planned Commercial (CP) to City of Clermont Planned Unit Development (PUD) as part of the annexation process. The property has an existing ordinance, Ordinance 2025-03, issued by Lake County that includes specific development requirements relating to the proposed end use as auto inventory, wholesale auction, and other accessory uses with the adjoining existing CarMax dealership. The property was previously used as an asphalt plant operating under Lake County Industrial zoning prior to the recent zoning change to Planned Commercial in Lake County.	
	
The requested City's PUD zoning would allow the transfer of the existing specific development requirements. As part of the PUD, the applicant would be required to develop the site in substantial accordance with a site plan. The proposed site plan as part of the City's Ordinance has been reviewed by the Clermont Site Review Committee as part of the JPA Agreement to ensure the proposed development is in compliance to the Clermont Land Development Regulations (LDR). This site plan would replace the one currently in Lake County's Ordinance.	



The majority of the specific development requirements have been incorporated into the City’s ordinance, with a few changes to coincide with the City’s Land Development Code or been eliminated since the City’s code addresses the issues, such as noise and mass grading, or is no longer applicable, such as annexation requirements. The capturing of the existing zoning of Planned Commercial is most appropriately suited to the City’s Planned Unit Development, since this allows an ordinance format and allows specific uses to be documented as conditions. *The Planning and Zoning Commission recommended approval as presented, 7-0. The staff are in support of the rezoning request and recommend approval of Ordinance 2025-027.*

Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Ord 2025-027 CarMax Exp Rezoning (06.24.2025)	Ord 2025-027 CarMax Exp Rezoning (06.24.2025).pdf
2.	Carmax Expansion Maps	Carmax Expansion Maps.pdf
3.	Aerial view	Aerial view.pdf
4.	OVERALL SITE PLAN EXHIBIT (6.20.2025)	OVERALL SITE PLAN EXHIBIT (6.20.2025).pdf
5.	OVERALL LANDSCAPE PLAN (6.20.2025)	OVERALL LANDSCAPE PLAN (6.20.2025).pdf
6.	Clermont Utility Letter - GK Rogers	Clermont Utility Letter - GK Rogers.pdf
7.	Lake County Zoning 2025-03 CP	Lake County Zoning 2025-03 CP.pdf
8.	Rezoning Application_signed	Rezoning Application_signed.pdf
9.	2025-027 CarMax Exp RZ - Legal Ad CC	2025-027 CarMax Exp RZ - Legal Ad CC.docx



CITY OF CLERMONT
ORDINANCE NO. 2025-027

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

LEGAL DESCRIPTION PER SPECIAL WARRANTY DEED IN OFFICIAL RECORDS BOOK 5169, PAGE 61:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LAKE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LEGAL DESCRIPTION (OVERALL TRACT):

TRACTS 50A, 63, AND 64 OF MAP OF SECTION 23 TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LAKE HIGHLANDS COMPANY AS RECORDED IN PLAT BOOK 4, PAGE 11 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; AND, TRACTS 1, AND 2, AND THAT PORTION OF TRACTS 15, 15A, AND 16 OF MAP OF SECTION 26 TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LAKE HIGHLANDS COMPANY AS RECORDED IN PLAT BOOK 3, PAGE 52 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING NORTH OF STATE ROAD NUMBER 50 RIGHT-OF-WAY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, A FIVE INCH DIAMETER ROUND CONCRETE MONUMENT, AND RUN SOUTH 00°40'12" WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 26, A DISTANCE OF 1183.47 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD NUMBER 50, ACCORDING TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) RIGHT-OF-WAY



CITY OF CLERMONT
ORDINANCE NO. 2025-027

MAP OF STATE ROAD NUMBER 50, SECTION NUMBER 11070-2505; THENCE, DEPARTING SAID EAST SECTION LINE, RUN NORTH 89°09'12" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 717.69 FEET; THENCE RUN NORTH 00°05'48" EAST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, SAID LINE ALSO BEING THE EAST LINE OF THE FDOT WATER RETENTION AREA, A DISTANCE OF 208.00 FEET; THENCE RUN NORTH 89°09'12" WEST, ALONG SAID RIGHT-OF-WAY LINE AND THE NORTHERLY LINE OF THE FDOT WATER RETENTION AREA, A DISTANCE OF 615.66 FEET TO A POINT ON THE WEST LINE OF TRACT 15 ACCORDING TO THE AFORESAID MAP OF SECTION 26 TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LAKE HIGHLANDS COMPANY AS RECORDED IN PLAT BOOK 3, PAGE 52 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, THENCE RUN NORTH 00°54'17" EAST, ALONG THE WEST LINE OF SAID TRACTS 15 AND 2 A DISTANCE OF 960.72 FEET TO THE NORTHWEST CORNER OF SAID TRACT 2, SAID POINT ALSO BEING ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 26; THENCE RUN NORTH 00°41'14"

EAST, ALONG THE WEST LINE OF TRACTS 64 AND 50A ACCORDING TO THE MAP OF SECTION 23 TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LAKE HIGHLANDS COMPANY AS RECORDED IN PLAT BOOK 4, PAGE 11 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, A DISTANCE OF 1031.90 FEET TO THE NORTHWEST CORNER OF SAID TRACT 50A, SAID POINT BEING A POINT ON A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1402.69 FEET; THENCE, FROM A CHORD BEARING OF SOUTH 69°30'04" EAST, RUN ALONG THE ARC OF SAID CURVE AND NORTH LINE OF SAID TRACT 63, PARALLEL WITH AND 30.00 SOUTH OF, PERPENDICULAR MEASURE, THE CENTERLINE OF THE ABANDONED ATLANTIC COAST LINE RAILROAD (CSX MAP NUMBER VL2FLA-8) A DISTANCE OF 160.19 FEET THROUGH A CENTRAL ANGLE OF 6°32'36" TO A POINT OF TANGENCY; THENCE RUN SOUTH 66°13'46" EAST, ALONG SAID PARALLEL LINE, BEING THE NORTH LINE OF SAID TRACT 63 AND TRACT 64 OF SAID MAP OF SECTION 23, LAKE HIGHLANDS COMPANY, A DISTANCE OF 1260.41 FEET TO THE NORTHEAST CORNER OF SAID TRACT 64; THENCE, DEPARTING SAID NORTHERLY LINE, RUN SOUTH 00°39'25" WEST, ALONG THE EAST LINE OF SAID TRACT 64, A DISTANCE OF 464.58 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

LEGAL DESCRIPTION (SUBJECT PARCEL)

TRACT 64 AND A PORTION OF TRACTS 50A AND 63 OF MAP OF SECTION 23,



CITY OF CLERMONT
ORDINANCE NO. 2025-027

TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LAKE HIGHLANDS COMPANY AS RECORDED IN PLAT BOOK 4, PAGE 11 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA;

AND,

TRACT 1 AND A PORTION OF TRACTS 2, 15A, AND 16 OF MAP OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LAKE HIGHLANDS COMPANY AS RECORDED IN PLAT BOOK 3, PAGE 52 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING NORTH OF STATE ROAD NUMBER 50 RIGHT-OF-WAY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, A FIVE INCH DIAMETER ROUND CONCRETE MONUMENT, AND RUN SOUTH 00°40'12" WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 26, A DISTANCE OF 1183.47 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD NUMBER 50, ACCORDING TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) RIGHT-OF-WAY MAP OF STATE ROAD NUMBER 50, SECTION NUMBER 11070-2505; THENCE, DEPARTING SAID EAST SECTION LINE, RUN NORTH 89°09'12" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 680.32 FEET TO A POINT ON THE APPROXIMATE CENTERLINE OF TINY MORSE BOULEVARD; THENCE RUN NORTH 00°25'53" WEST, ALONG SAID APPROXIMATE CENTERLINE, A DISTANCE OF 1952.46 FEET TO THE NORTH LINE OF TRACT 50A OF MAP OF SECTION 23 TOWNSHIP 22 SOUTH. RANGE 26 EAST, LAKE COUNTY, FLORIDA, LAKE HIGHLANDS COMPANY AS RECORDED IN PLAT BOOK 4, PAGE 11 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 66°13'46" EAST; ALONG THE NORTH LINE OF SAID TRACTS 50A AND 64 OF SAID MAP OF SECTION 23, PARALLEL WITH AND 30.00 SOUTH OF, PERPENDICULAR MEASURE, THE CENTERLINE OF THE ABANDONED ATLANTIC COAST LINE RAILROAD (CSX MAP NUMBER VL2FLA.-8), A DISTANCE OF 780.30 FEET TO THE NORTHEAST CORNER OF SAID TRACT 64; THENCE, DEPARTING SAID NORTHERLY LINE, RUN SOUTH 00°39'25" WEST ALONG THE EAST LINE OF SAID TRACT 64, A DISTANCE OF 464.58 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PORTION CONVEYED IN SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 6050, PAGE 2430, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

THIS FIRM HAS FOUND THAT THE ABOVE LEGAL DESCRIPTION FOR THE PARENT PARCEL DOES NOT FORM A MATHEMATICALLY CLOSED FIGURE.



CITY OF CLERMONT
ORDINANCE NO. 2025-027

THE FOLLOWING DESCRIPTION CONTAINS THE DESCRIPTION UTILIZED TO DEPICT THE LANDS SURVEYED BY THIS FIRM AND SUPPORTED BY BOUNDARY MARKERS FOUND AND SHOWN HEREON:

LEGAL DESCRIPTION "ALSO DESCRIBED AS" PER AMENDMENT OF MEMORANDUM OF LEASE IN OFFICIAL RECORDS BOOK 6067, PAGE 1151:

A PORTION OF TRACTS 50A AND 63 OF MAP OF SECTION 23 TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LAKE HIGHLANDS COMPANY AS RECORDED IN PLAT BOOK 4, PAGE 11 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA;

AND,

A PORTION OF TRACTS 2, 15, AND 15A OF MAP OF SECTION 26 TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LAKE HIGHLANDS COMPANY AS RECORDED IN PLAT BOOK 3, PAGE 52 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING NORTH OF STATE ROAD NUMBER 50 RIGHT-OF-WAY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST: THENCE RUN SOUTH 00°40'12" WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 26, A DISTANCE OF 1183.62 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD NUMBER 50, ACCORDING TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) RIGHT OF WAY MAP OF STATE ROAD NUMBER 50, SECTION NUMBER 11070-2505; THENCE. DEPARTING SAID EAST LINE, RUN NORTH 89°06'48" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 717.90 FEET TO THE SOUTHEAST CORNER OF THE FDOT WATER RETENTION AREA AS RECORDED IN OFFICIAL RECORDS BOOK 591, PAGE 1209 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA ALSO BEING THE POINT OF BEGINNING; THENCE RUN NORTH 00°53'28" EAST, ALONG THE EAST LINE AND THE NORTHERLY LINE OF THE SAID FDOT WATER RETENTION AREA, A DISTANCE OF 208.00 FEET TO THE NORTHEAST CORNER THEREOF; THENCE RUN NORTH 89°05'48" WEST, ALONG THE NORTH LINE OF SAID FDOT WATER RETENTION AREA, A DISTANCE OF 609.73 FEET TO A POINT ON THE WEST LINE OF SAID TRACT 15; THENCE RUN NORTH 00°35'13" EAST, ALONG THE WEST LINE OF THE AFORESAID TRACT 15 AND ALONG THE WEST LINE OF THE AFORESAID TRACT 2, A DISTANCE OF 959.72 FEET TO THE NORTHWEST CORNER OF SAID TRACT 2; THENCE RUN NORTH 00°39'11" EAST, ALONG THE WEST LINE OF THE AFORESAID TRACT 63 AND THE WEST LINE OF THE AFORESAID TRACT 50A, A DISTANCE OF 1032.04 FEET TO THE NORTHWEST



CITY OF CLERMONT
ORDINANCE NO. 2025-027

CORNER OF SAID TRACT 50A, SAID POINT BEING A POINT ON A NON TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1402.69 FEET, A CENTRAL ANGLE OF 06°32'38", A CHORD BEARING OF SOUTH 69°29'22" EAST AND CHORD LENGTH OF 160.12 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID NON TANGENT CURVE AND ALONG THE NORTH LINE OF SAID TRACT 50A FOR A DISTANCE OF 160.20 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 66°13'03" EAST CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 500.21 FEET TO A POINT ON THE EAST LINE OF THAT CERTAIN ACCESS, INGRESS AND EGRESS EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 2754, PAGE 2316 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE, DEPARTING SAID NORTH LINE, RUN SOUTH 00°25'54" EAST ALONG THE SAID EAST LINE, A DISTANCE OF 1952.05 FEET TO A POINT ON THE AFORESAID NORTH RIGHT OF WAY LINE OF STATE ROAD 50; THENCE RUN NORTH 89°06'48" WEST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 37.58 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,178 482 SQUARE FEET, OR 27.05 ACRES MORE OR LESS.

LESS AND EXCEPT:

A PORTION OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY,

FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, RUN SOUTH 00°40'13" WEST, ALONG THE EAST LINE OF SAID SECTION 26, A DISTANCE OF 1183.62 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WEST COLONIAL DRIVE (STATE ROAD NO. 50), ACCORDING TO THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION NO. 11070-2505; THENCE RUN NORTH 89°06'47" WEST, ALONG SAID NORTHERLY RIGHT-OF- WAY LINE, A DISTANCE OF 680.32 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 89°06'47" WEST, CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 37.58 FEET TO THE SOUTHEASTERLY CORNER OF THE FLORIDA DEPARTMENT OF TRANSPORTATION RETENTION AREA AS RECORDED IN OFFICIAL RECORDS BOOK 591, PAGE 1209 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN NORTH 00°53'29" EAST, ALONG THE EASTERLY LINE OF SAID RETENTION AREA, A DISTANCE OF 208.00 FEET TO THE NORTHEASTERLY CORNER OF SAID RETENTION AREA; THENCE RUN NORTH 89°05'47" WEST, ALONG THE NORTHERLY LINE OF SAID RETENTION

AREA, A DISTANCE OF 609.73 FEET; THENCE RUN NORTH 00°35'14" EAST, DEPARTING SAID NORTHERLY LINE, A DISTANCE OF 659.86 FEET; THENCE RUN, PARALLEL TO SAID NORTHERLY LINE, SOUTH 89°05'47" EAST, A DISTANCE OF 630.78 FEET TO A POINT ON THE EASTERLY LINE OF THAT CERTAIN ACCESS, INGRESS AND EGRESS EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 2754, PAGE 2316 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 00°25'53" EAST, ALONG SAID EASTERLY LINE, A DISTANCE OF 868.21 FEET TO THE POINT OF BEGINNING.

LOCATION:

14013 Auto Plex Lane
East of CR 455, North of SR 50 and west of Auto Plex Lane
Alternate Key 2665637 & 3938448
17.242 +/- Acres



From: Lake County Planned Commercial (CP)
To: City of Clermont Planned Unit Development (PUD)

SECTION 2: CONDITIONS

1. The conditions as set forth in this Planned Unit Development shall be legally binding upon any heirs, assigns and successors in title or interest.
2. The Property shall be developed in substantial accordance with the Site Layout Plan (AR5957/Major SP-PZ2025-68) dated May 9, 2025 with a revision date of June 9, 2025, as prepared by Kimley-Horn (previously called Lake County Site Plan), Exhibit A. Formal construction plans incorporating all conditions stated in this permit shall be submitted for review and approved by the Site Review Committee prior to the issuance of a zoning clearance or other development permits.



CITY OF CLERMONT
ORDINANCE NO. 2025-027

3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.
4. This Ordinance will inure to the benefit of, and will constitute a covenant running with the land, and the terms, conditions, and provisions of this Ordinance will be binding upon the present Owners and any successor, and will be subject to every condition set out in this Ordinance.
5. Major changes as determined by the Site Review Committee may require an amendment to this Ordinance.

SECTION 3: LAND USES AND DEVELOPMENT STANDARDS

1. The property may be used for an automobile dealership inventory lot with supporting accessory uses to the existing CarMax dealership, included but not limited to a wholesale auction sales facility, as identified in the Site Layout Plan. The property may also be developed with any permitted uses allowed in the C-2 General Commercial zoning district and Land Development Regulations.
2. Building Setbacks:

All roads or ROW easements	50 feet from the property line
Side Setback	15 feet from the property line
Rear Setback	15 feet from the property line
3. All landscape buffers and screening must be in accordance with Clermont Land Development Regulations (LDR), as amended and with the additions below:
 - a. Drought tolerant, native trees, and drought tolerant, native vegetation shall be utilized for all street trees, landscape buffers, and stormwater retention/detention areas.
 - b. Perimeter buffers shall consist of canopy and understory trees and plants utilizing 100% Florida native plant materials 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.
 - c. Best Management Practices for native landscaping and “right plant-right place” landscaping techniques shall be utilized in the design and installation of invasive exotic plant species in all landscape plantings is prohibited.
 - d. Smart Irrigation Best Management Practices shall be utilized for all landscape irrigation and shall incorporate soil moisture and rain sensors into the irrigation design.
4. Fifteen percent (15%) open space shall be provided within the project.



CITY OF CLERMONT
ORDINANCE NO. 2025-027

5. The maximum Impervious Surface Ratio (ISR) for the subject property is seventy-five (75) percent.
6. The maximum building height will be fifty (50) feet.
7. The maximum floor area ratio (FAR) shall be 0.25.
8. An environmental assessment dated within six (6) months of the date the site plan is submitted will be required to demonstrate the presence of vegetation, soils, threatened and endangered species that may exist on the site. Any State permitting or mitigation will be required before development can commence compliance in accordance with the Comprehensive Plan and LDR, as amended.
9. Transportation requirements:
 - a. An eight (8) foot wide sidewalk will be required along Auto Plex Lane road frontage.
 - b. Auto Plex Lane will be required to be improved with the development.
 - c. A traffic impact study shall be submitted to the FDOT for review and mitigation. The impacted roadway of SR 50 from County Road (CR) 455 to the Orange County line is currently operating with a v/c of ninety-seven (97) percent of its capacity at a LOS “D”. Appropriate mitigation shall be required to address any identified reductions in the LOS of SR 50 contributed to this development, to preserve a LOS “D”, as required pursuant to FDOT standards, Comprehensive Plan and LDC, as amended. Any such mitigation agreement shall come before the Lake County Board of County Commissioners and/or the City of Clermont City Council for approval prior to execution.
 - d. All access management shall be in accordance with the Comprehensive Plan and LDC, as amended and coordinated with Lake County, City of Clermont and FDOT.
10. All utilities for water and sewer connections must be in accordance to Clermont Standards and shall comply with all applicable City of Clermont, State, and Regional policies and regulations.
11. The stormwater management system shall be designed in accordance with all applicable City of Clermont and St. Johns Water Management District (SJWMD) standards and requirements. The additional stormwater drainage from the offsite road improvements shall be accommodated in the master stormwater management for the site.
12. External lighting is required and will comply with Clermont Land Development Regulations and in accordance with dark-sky principles.
13. Signage must comply with the City of Clermont Sign Code.



CITY OF CLERMONT
ORDINANCE NO. 2025-027

14. 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. Notwithstanding the foregoing, if at any time the developer is granted an extension of time pursuant to Section 252.363, Florida Statutes, to the preliminary plat, construction plans, or final plat, commencement of physical development shall be equally extended so long as the development is proceeding in good faith and does not allow the originally extended development order to expire.

SECTION 4: CONFLICT

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

SECTION 5: SEVERABILITY

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

SECTION 6: ADMINISTRATIVE CORRECTION

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

SECTION 7: RECORDING

This Ordinance shall be recorded in the Public Records of Lake County, Florida. Recording fees will be at the expense of the applicant.

SECTION 8: PUBLICATION AND EFFECTIVE DATE

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



CITY OF CLERMONT
ORDINANCE NO. 2025-027

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 26th day of August 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

Exhibit - Location Map – CarMax Expansion



Exhibit – Future Land Use Map – CarMax Expansion

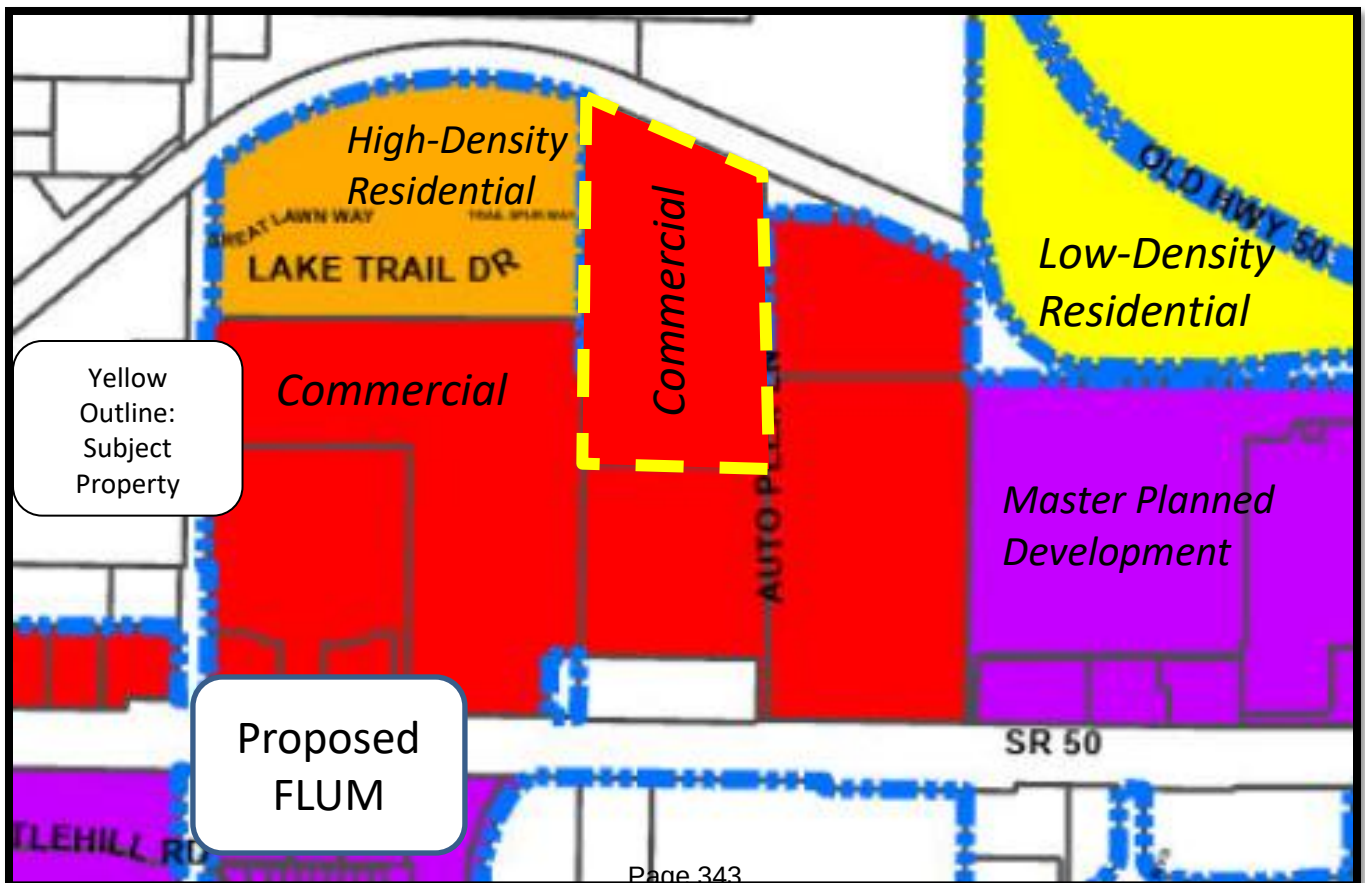
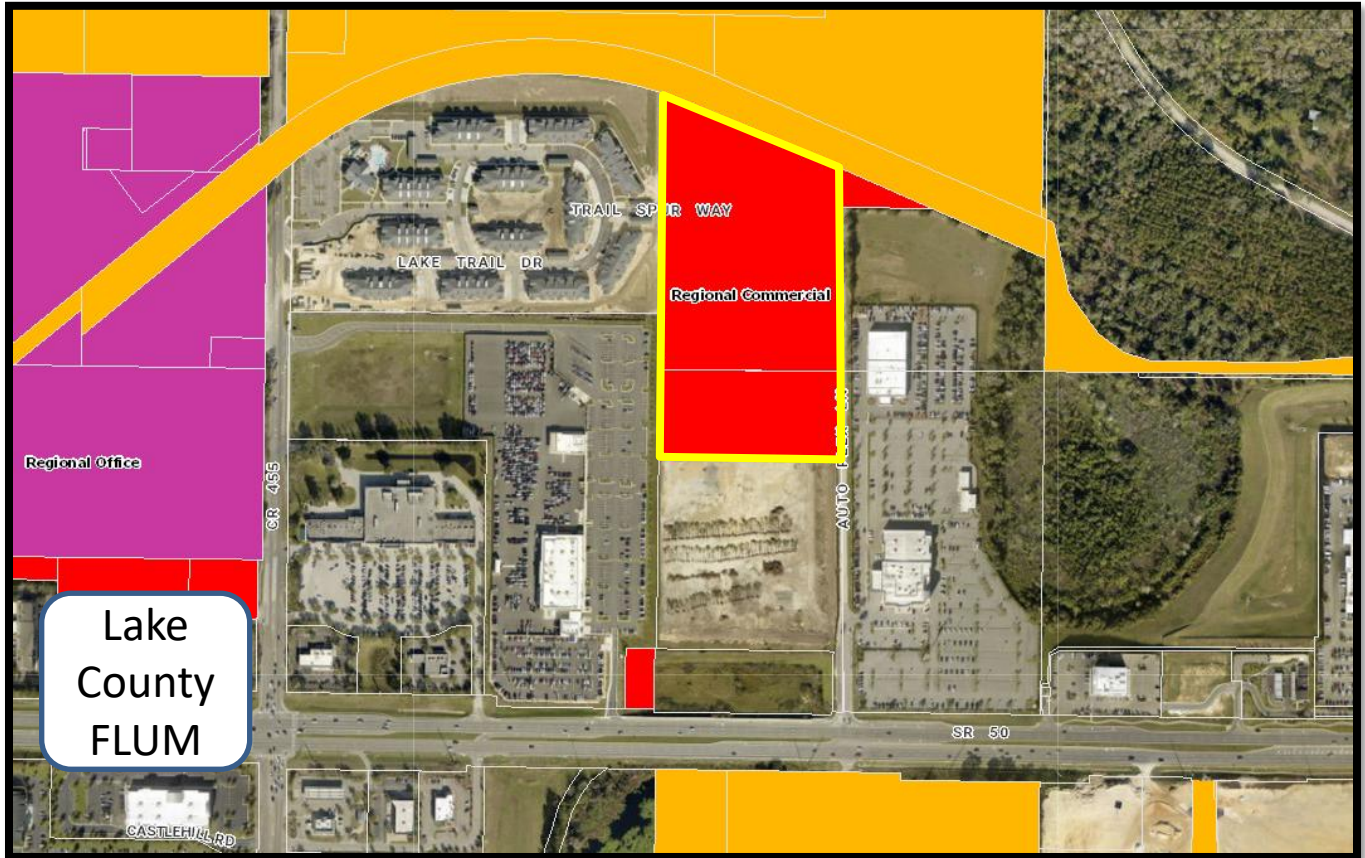


Exhibit – Zoning Map – CarMax Expansion

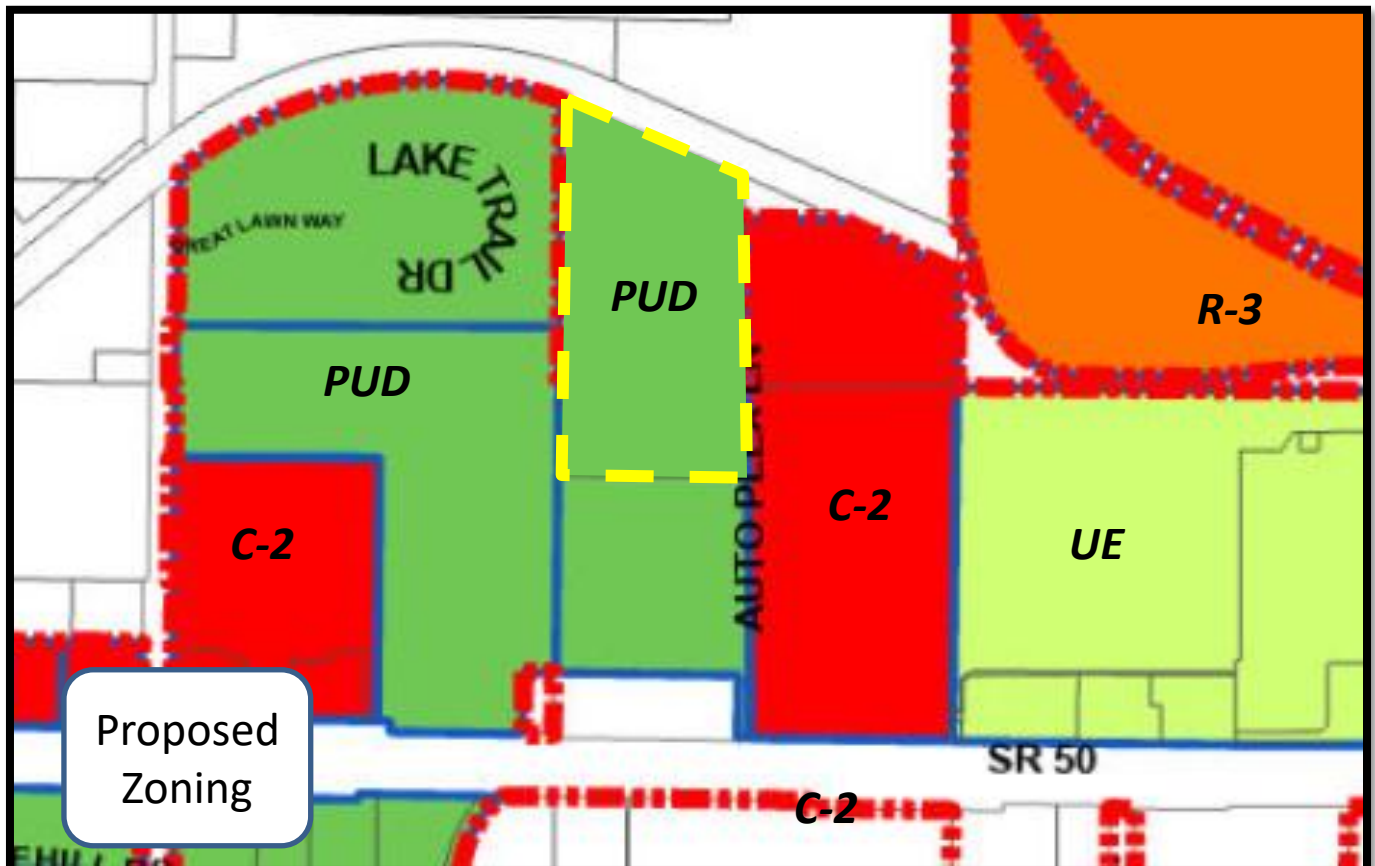
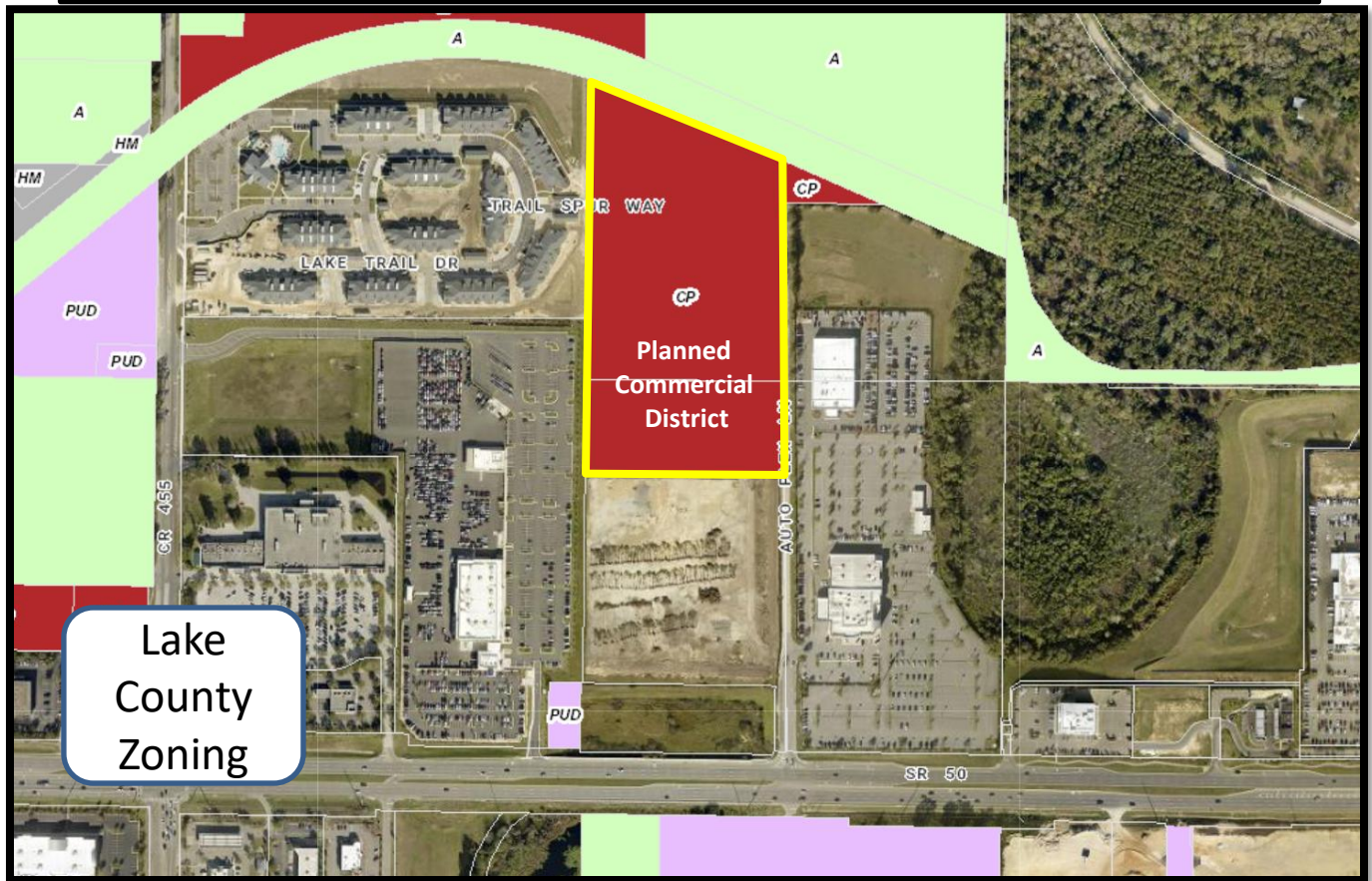
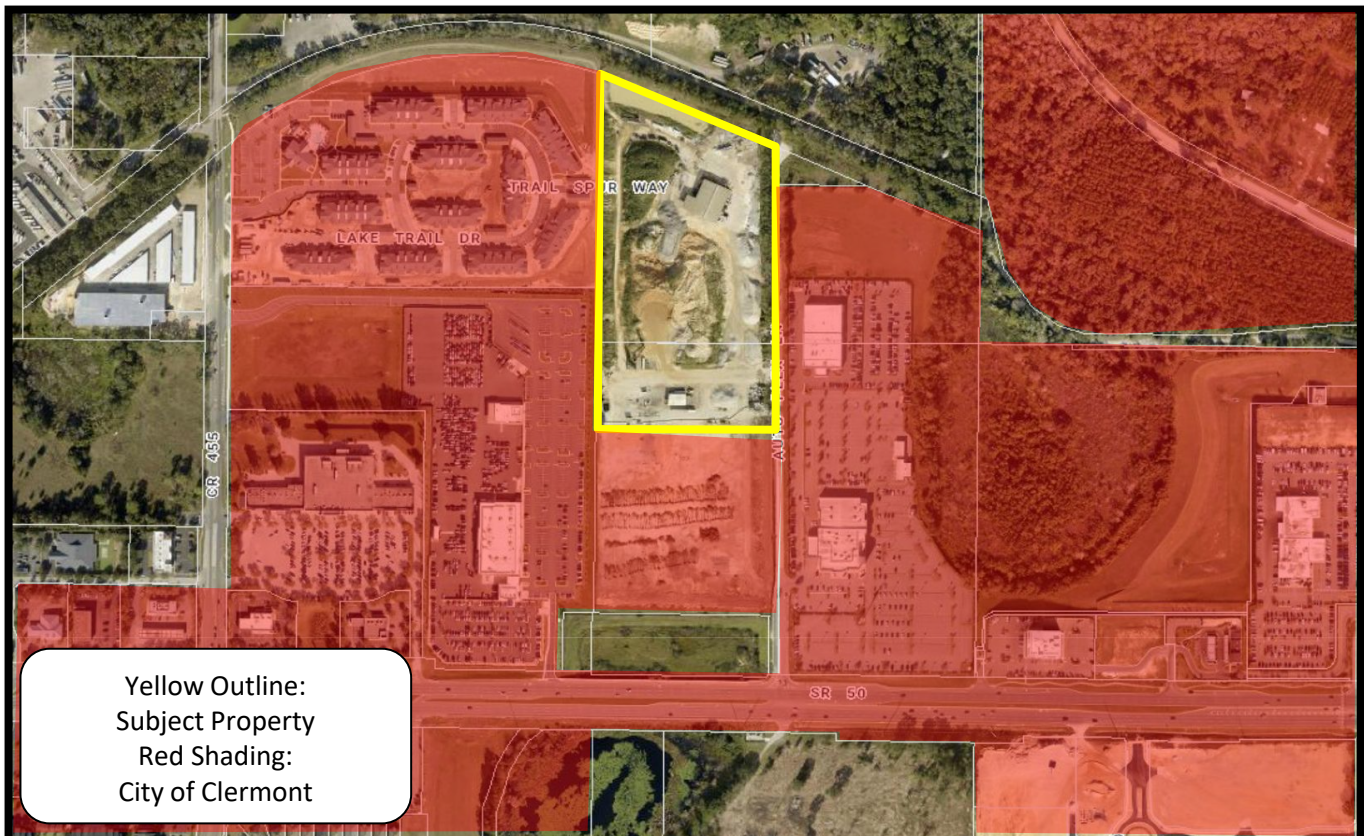
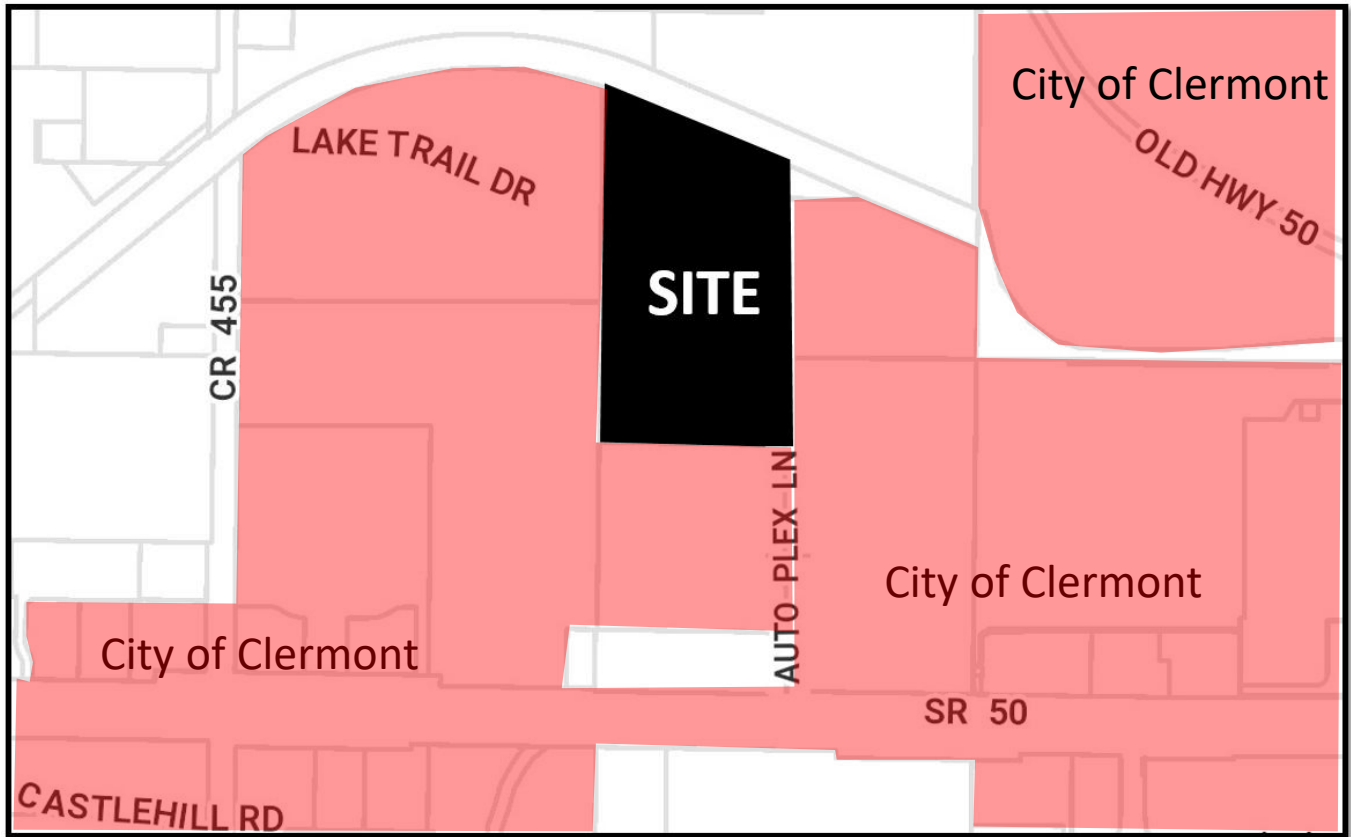


Exhibit – Annexation Map – Carmax Expansion



CarMax Expansion Aerial



The map displays the project location at the intersection of Old County Rd 50 and Autoplex Ln. A black callout box with the text "PROJECT LOCATION" points to this intersection. The map shows a network of roads including Hartle Rd, State Road 46, State Road 50, and various local streets like Collins Way, Amherst Road, and Edgewater Beach. Road markers for 455 and 50 are visible. The area is bordered by water bodies on the north and east sides.

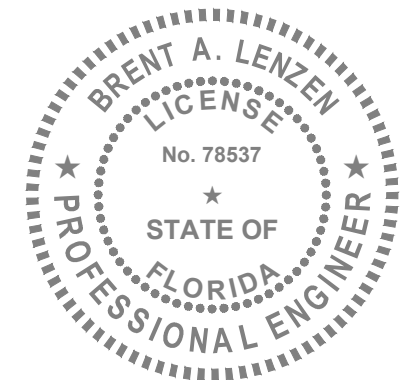
[illegible]

SITE DATA:	
TOTAL SITE AREA:	17.24 AC
DEVELOPABLE AREA:	16.50 AC
EXISTING ZONING:	CP
EXISTING FUTURE LAND USE:	REGIONAL COMMERCIAL
EXISTING F.A.R.:	0.02
PROPOSED F.A.R. (3.0 MAX.):	0.01
EXISTING NON-RESIDENTIAL BUILDING AREA:	16,592 SF
PROPOSED NON-RESIDENTIAL BUILDING AREA:	8,107 SF
EXISTING DWELLING UNITS:	N/A
PROPOSED DWELLING UNITS:	N/A
EXISTING DENSITY:	N/A
PROPOSED DENSITY:	N/A
EXISTING IMPERVIOUS AREA:	0.97 AC
PROPOSED IMPERVIOUS AREA (75% MAX.):	11.47 AC (70.0%)
EXISTING OPEN SPACE:	16.27 AC
PROPOSED OPEN SPACE (15% REQUIRED):	4.83 AC (29.0%)
TOTAL AREA IN FLOODPLAIN:	N/A
TOTAL AREA IN WETLANDS:	N/A

PARKING COUNT



© 2024 KIMLEY-HORN AND ASSOCIATES, INC.
6000 S. ORANGE AVENUE, SUITE 600, ORLANDO, FL
PHONE: (407) 898-1511
WWW.KIMLEY-HORN.COM REGISTRY No. 35106

PERMIT
SET

NOT RELEASED FOR CONSTRUCTION

LATEST DA/PC**DRAWN BY:**

CHECKED BY:

[illegible]

CARmax
THE AUTO SUPERSTORE

STORE NUMBER 4067
16731 STATE RD. 50
CLERMONT, FL 34711

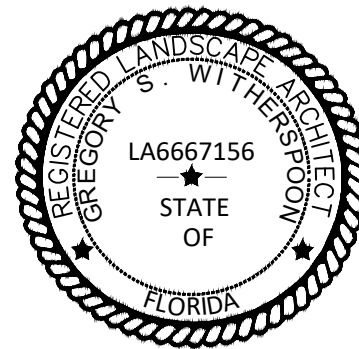
PROJECT NO. 20-23040.00

DATE 09 MAY 2025

SHEET TITLE

SITE LAYOUT PLAN

SHEET NO. C3.0

PERMIT
SET

NOT RELEASED FOR CONSTRUCTION

LATEST DA/PC

DRAWN BY: NAA

CHECKED BY: GSV

[illegible]

CARmax

THE AUTO SUPERSTORE

CARMAX INC. AUTO SUPERSTORES, INC.
12801 LUCKWAGE CREEK PARKWAY RICHMOND, VA 23238
(800) 747-6022

STORE NUMBER 4067
16731 STATE RD. 50
CLERMONT, FL 34711

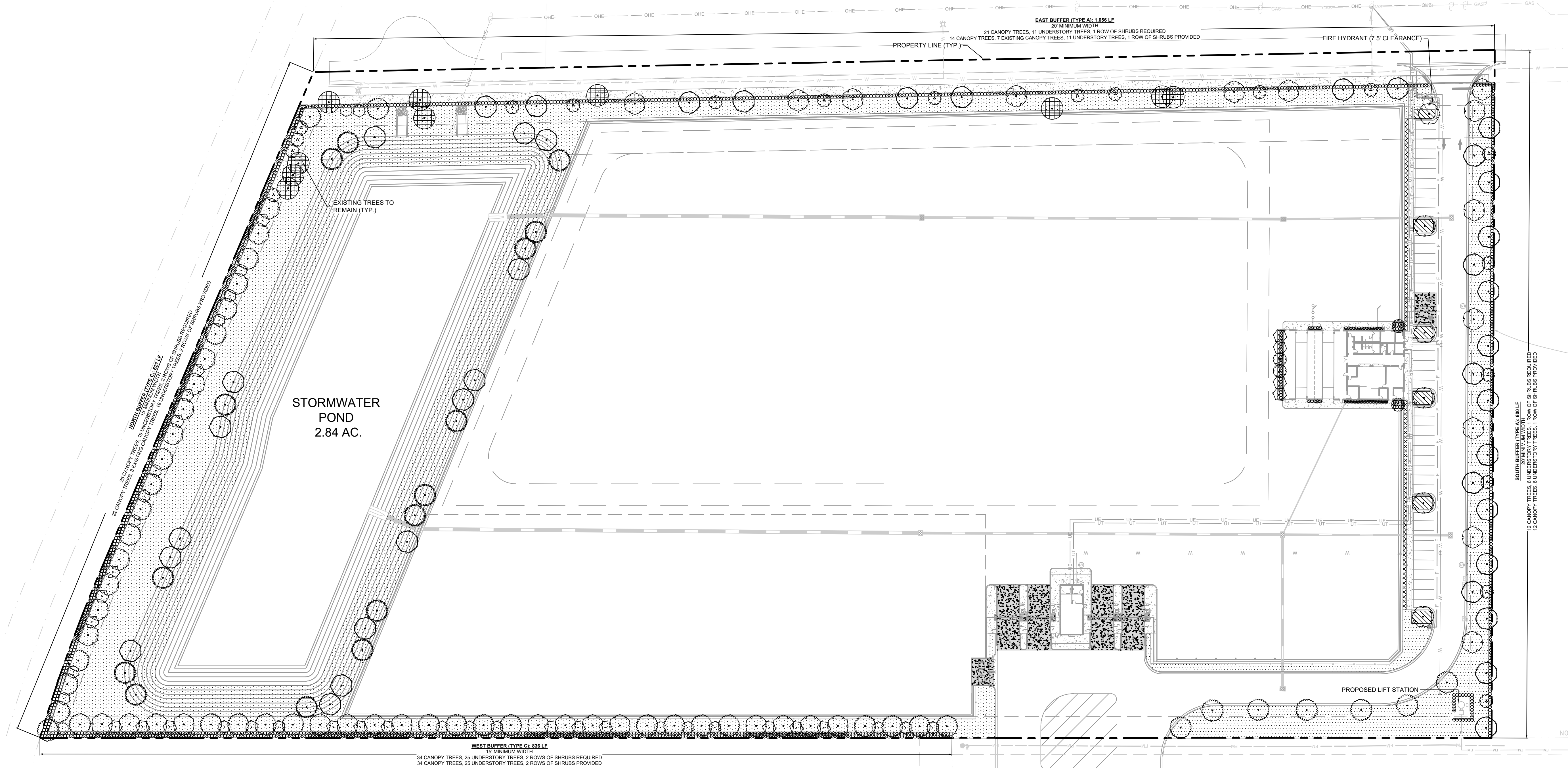
PROJECT NO. 20-23040.00

DATE 09 MAY 2025

SHEET TITLE

OVERALL LANDSCAPE PLAN

1 00



PLANT SCHEDULE

SYMBOL	CODE	QTY	COMMON NAME	BOTANICAL NAME	CONT	SIZE	SPACING
TREES							
	XI	10	EXISTING TREE TO REMAIN SEE TREE MITIGATION PLAN UPDATES	-----	-	EXISTING	EXISTING
UNDERSTORY TREES							
	1C	23	DAHON HOLLY STRAIGHT, SINGLE LEADER, FL #1, FULL, NATIVE	ILEX CASSINE	30 GAL	2" CAL MIN	8' HT., 4' SPR
	JS	23	SOUTHERN RED CEDAR STRAIGHT, SINGLE LEADER, FL #1, FULL, NATIVE	JUNIPERUS SILICICOLA	30 GAL	2" CAL MIN	8' HT., 4' SPR
	MC-2	23	WAX MYRTLE 3 TRUNK MIN, FL #1, FULL, NATIVE	MYRTICA CERIFERA	30 GAL	4" CAL TOT.	8' HT., 4' SPR
CANOPY TREES							
	AF	40	FLORIDA FLAME RED MAPLE STRAIGHT, SINGLE LEADER, FL #1, FULL, NATIVE	ACER RUBRUM 'FLORIDA FLAME'	30 GAL	2.5" CAL MIN	8' HT., 4' SPR
	MB2	38	BRACKEN'S SOUTHERN MAGNOLIA STRAIGHT, SINGLE LEADER, FL #1, FULL, NATIVE	MAGNOLIA GRANDIFLORA 'BRACKENS'	30 GAL	2.5" CAL MIN	8' HT., 4' SPR
	QV	45	SOUTHERN LIVE OAK STRAIGHT, SINGLE LEADER, FL #1, FULL, NATIVE	QUERCUS VIRGINIANA	30 GAL	2.5" CAL MIN	8' HT., 4' SPR
	TD2	15	BALD CYPRESS STRAIGHT, SINGLE LEADER, FL #1, FULL, NATIVE	TAXODIUM DISTICHUM	30 GAL	2.5" CAL MIN	8' HT., 4' SPR
SYMBOL CODE QTY COMMON NAME BOTANICAL NAME CONT SIZE SPACING							
SHRUBS							
	HN	26	DWARF FIREBUSH FULL, NATIVE	HAMELIA NODOSA	7 GAL	24" HT MIN.	36" OC
	MF	969	SIMPSON'S STOPPER FULL, NATIVE	MYRTICANTHES FRAGRANS	7 GAL	24" HT MIN.	36" O.C.
	VO	606	WALTER'S VIBURNUM FULL, NATIVE	VIBURNUM OBOVATUM	7 GAL	24" HT MIN	36" OC
	ZP	30	COONTIE FULL, NATIVE	ZAMIA PUMILA	3 GAL	24" HT MIN.	36" O.C.
SHRUB AREAS							
	MC	558	PINK MUHLY GRASS FULL, NATIVE	MUHLENBERGIA CAPILLARIS	1 GAL	12" FULL	18" OC
GROUND COVERS							
	HD	631	DUNE SUNFLOWER FULL, NATIVE	HELIANTHUS DEBILIS	1 GAL	12" FULL	18" OC
	PA	120,564 SF	ARGENTINE BAHIAGRASS ROLLED TIGHT, 100% INSECT/WEEDSAFE FREE LIGHT TO MEDIUM WATER USE	PASPALUM NOTATUM 'ARGENTINE'	800		
MISC.							
MULCH		TBD	EUCALYPTUS MULCH			3" DEPTH MINIMUM, SHREDDED, FREE OF WEEDS/INVASIVE PLANT MAT	

LANDSCAPE CALCULATIONS

PER "LAKE COUNTY" LAND DEVELOPMENT REGULATIONS

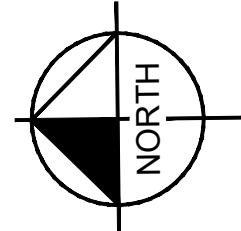
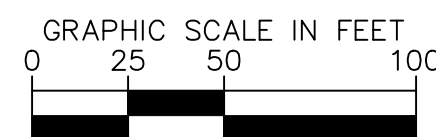
	REQUIRED	PROVIDED
LANDSCAPE BUFFER REQUIREMENTS	NORTH BUFFER (TYPE C): 627 LF 627 LF / 100 LF = 6.27 X 4 = 25 CANOPY TREES 6.27 X 3 = 19 UNDERSTORY TREES + 2 ROWS OF SHRUBS EAST BUFFER (TYPE A): 1,056 LF 1,056 LF / 100 LF = 10.56 X 2 = 21 CANOPY TREES 10.56 X 1 = 11 UNDERSTORY TREES + 1 ROW OF SHRUBS SOUTH BUFFER (TYPE A): 600 LF 600 LF / 100 LF = 6 X 2 = 12 CANOPY TREES 6 X 1 = 6 UNDERSTORY TREES + 1 ROW OF SHRUBS WEST BUFFER (TYPE C): 836 LF 836 LF / 100 LF = 8.36 X 4 = 34 CANOPY TREES 8.36 X 3 = 25 UNDERSTORY TREES + 2 ROWS OF SHRUBS	NORTH BUFFER: 22 CANOPY TREES, 3 EXISTING CANOPY TREES, 19 UNDERSTORY TREES + 2 ROWS OF SHRUBS EAST BUFFER 14 CANOPY TREES, 7 EXISTING CANOPY TREES, 11 UNDERSTORY TREES + 1 ROW OF SHRUBS SOUTH BUFFER (TYPE A): 600 LF 12 CANOPY TREES, 6 UNDERSTORY TREES + 1 ROW OF SHRUBS WEST BUFFER (TYPE C): 836 LF 34 CANOPY TREES, 25 UNDERSTORY SHRUBS + 2 ROWS OF SHRUBS
<i>SECTION 9.01.06</i>		6 CANOPY TREES (100% LIVE OAKS)
INTERNAL LANDSCAPING IN PARKING AREAS	6 LANDSCAPE ISLANDS = 6 CANOPY TREES REQUIRED MINIMUM OF 60% CANOPY TREES TO BE LIVE OAKS	
<i>SECTION 9.01.07 & CLERMONT JOINT PLANNING AREA</i>		
PARKING AREA PERIMETER TREES	3,416 LF OR PARKING AREA / 50 LF = 68 CANOPY TREES REQUIRED	68 CANOPY TREES, INCLUDING ADJACENT LANDSCAPE BUFFERS
1 CANOPY TREE PER 50 LF AROUND THE PARKING AREA PERIMETER; TREES LOCATED IN THE BUFFER WITHIN 30' OF PARKING AREA MAY BE COUNTED TOWARDS THIS REQUIREMENT		
<i>SECTION 9.01.07.A.6</i>		
BUILDING PERIMETER LANDSCAPING	274 LF OF BUILDING PERIMETER X 60% = 164 LF X 3 WIDE PLANTING AREA = 493 SF OF PLANTING AREA REQUIRED 274 LF / 100 LF = 2.74 X 3 = 8 UNDERSTORY TREES; 2.74 X 28 = 77 SHRUBS	493 SF OF PLANTING AREA, INCLUDING 8 UNDERSTORY TREES & 77 SHRUBS
LANDSCAPING AREA ADJACENT TO BUILDINGS SHALL BE EQUAL TO A MIN. 3' WIDE PLANTING AREA THAT SPANS A MIN. OF 60% OF THE BUILDING PERIMETER LF*		
3 UNDERSTORY TREES OR 1 CANOPY TREE SHALL BE PROVIDED PER EVERY 100 LF OF BUILDING PERIMETER; 25 SHRUBS PER 100 LF OF BUILDING PERIMETER REQUIRED		
<i>SECTION 9.01.07.B.1 & CLERMONT JOINT PLANNING AREA</i>		
RETENTION POND LANDSCAPING	1,502 LF OF POND / 150 LF = 10 X 3 = 30 CANOPY TREES	30 CANOPY TREES
3 CANOPY TREES SHALL BE PROVIDED FOR EVERY 150 LF OF TOP OF BANK		
<i>SECTION 9.01.07.I</i>		

LANDSCAPE NOTES

1. ALL LANDSCAPED AREAS ARE TO RECEIVE A MINIMUM OF 4" OF TOPSOIL.
2. ALL PLANT MATERIAL SHALL BE HEALTHY, VIGOROUS, AND FREE OF PESTS AND DISEASE.
3. ALL MATERIALS ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT BEFORE, DURING, AND AFTER INSTALLATION.
4. ALL TREES MUST BE GUYED OR STAKED AS SHOWN IN THE DETAILS.
5. ALL PLANTING AREAS SHALL BE COMPLETELY MULCHED AS SPECIFIED.
6. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND SHALL AVOID DAMAGE TO ALL UTILITIES DURING THE COURSE OF THE WORK. LOCATIONS OF EXISTING BURIED UTILITY LINES SHOWN ON THE PLANS ARE BASED UPON BEST AVAILABLE INFORMATION AND ARE NOT TO BE CONSIDERED GUARANTEED. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR 1) TO VERIFY THE LOCATIONS OF UTILITY LINES ADJACENT TO THE WORK AREA 2) TO PROTECT ALL UTILITY LINES DURING THE CONSTRUCTION PERIOD 3) TO REPAIR ANY AND ALL DAMAGE TO UTILITIES, STRUCTURES, SITE APPURTENANCES, ETC. WHICH OCCURS AS A RESULT OF THE CONSTRUCTION.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL QUANTITIES SHOWN ON THESE PLANS BEFORE PRICING THE WORK.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR DELIVERY SCHEDULE AND PROTECTION BETWEEN DELIVERY AND PLANTING TO MAINTAIN HEALTHY PLANT CONDITIONS.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FULLY MAINTAINING (INCLUDING BUT NOT LIMITED TO: WATERING, SPRAYING, MULCHING, FERTILIZING, ETC.) ALL OF THE PLANT MATERIALS AND LAWN FOR THE WARRANTY PERIOD.
10. ANY PLANT MATERIAL WHICH IS DISEASED, DISTRESSED, DEAD, OR REJECTED (PRIOR TO SUBSTANTIAL COMPLETION) SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY, AND SIZE AND MEETING ALL PLANT LIST SPECIFICATIONS.
11. THE CONTRACTOR SHALL COMPLETELY GUARANTEE ALL PLANT MATERIAL FOR THE WARRANTY PERIOD AND SHALL BE RESPONSIBLE FOR ANY AND ALL REPLACEMENTS DURING THE NORMAL PLANTING SEASON.

Always call 811 two full business days before you dig. You must have underground utilities located and marked.

Sunshine811.com





Mark Griffin
Public Services Assistant Director
3335 Hancock Road
Clermont, FL 34711

352-241-0178 X 6623
mgriffin@clermontfl.org

September 24, 2024

GK Rogers Construction
C/O Jimmy Crawford, Esq.
702 W. Montrose Street
Clermont, FL 34711

RE: GK Rogers Construction Utility Service – AK 3938448 & 2665637

This letter is in response to your request regarding utility availability for the project located at:

14013 Auto Plex Lane, Clermont, FL 34711

The property referenced is not located within the City Limits of Clermont; however, the property is located within the City's utility service area and therefore, the City can provide water and sewer service up to 5,000 gallons per day subject to compliance with applicable City Codes and fees.

Final approval for the provision of utility services to the property must be granted by the City Council and may be subject to additional conditions. To initiate the consideration process, the property owner must submit a request for utility service along with a conceptual site plan specifying how the property will be and the description of commercial usage to be approved by City Council. Please contact Curt Henschel, Planning and Development Services Director, to proceed with requesting utility service for this project, (352) 241-7308.

If you have any questions regarding the information provided, please contact me at (352) 241-0178.

This Utility Notification is valid **UNTIL SEPTEMBER 10, 2025**. If an application to annex the subject property into the City of Clermont, Florida, is received by the City on or before that date, this Utility Notification shall remain valid until the disposition of such annexation application.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Griffin", is written over the printed name.

Mark Griffin
Public Services Assistant Director

ORDINANCE 2025-03

AN ORDINANCE OF THE LAKE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE LAKE COUNTY ZONING MAPS; REZONING FROM PLANNED INDUSTRIAL (MP) DISTRICT BY ORDINANCE #95-89 TO PLANNED COMMERCIAL (CP) DISTRICT; FOR PROPERTY IDENTIFIED AS ALTERNATE KEY NUMBERS 3938448 AND 2665637, LOCATED IN SECTIONS 23 AND 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Jimmy D. Crawford, Esquire (the "Applicant") submitted a rezoning application on behalf of GK Rogers Construction, LLC (the "Owner"), to rezone the subject property from Planned Industrial (MP) District by Ordinance #95-89 to Planned Commercial (CP) District; and

WHEREAS, the subject property consists of approximately 17.242 +/- acres located north of State Road 50 and West of Autoplex Lane in the unincorporated Lake County in Sections 23 and 26, Township 22 South, Range 26 East, known as Alternate Key Numbers 3938448 and 2665637, and more particularly described in Exhibit "A"; and

WHEREAS, the property is located within the Regional Commercial Future Land Use Category; and

WHEREAS, on the 19th day of December 1989, the Lake County Board of County Commissioners approved a rezoning for Tracts 50A and 63 of Lake Highlands to MP (Planned Industrial) for existing use (E.G. Asphalt Plant) and amend MP Ordinance #13-86 for soil remediation and bituminous processing plant, concrete casting, yard, soil remediation with existing asphalt plant; and

WHEREAS, the Lake County Planning and Zoning Board did on the 4th day of December 2024, review Petition PZ2024-149; 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 January 2025; and

WHEREAS, the Board of County Commissioners reviewed the petition, the recommendations of the Lake County Planning and 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 Commercial (CP) District for the property described in Exhibit "A". The uses of the property will be limited to those uses specified in this Ordinance and generally consistent with the Conceptual Plan attached as Exhibit "B". To the extent there are conflicts between Exhibit "B" and this Ordinance, this Ordinance will take precedence. The adoption of this Ordinance shall revoke and replace Planned Industrial (MP) District Ordinance #95-89 and all previous zoning ordinances regarding the Subject Property.

Ordinance 2025 - 03

PZ-2024-149, GK Rogers North

A. Permitted Land Uses.

1. Uses of the subject property shall be limited to uses identified as allowed uses in CP zoning district with the exception of the following uses: Mining and Quarrying, Adult Uses, Obnoxious Uses, Marina, Self-Service Laundry, Junkyard, Cemetery, Major Utilities, and Multi-Family Units shall not be allowed.
2. Outdoor Storage shall be allowed in connection with the Permitted Land Uses.
3. Accessory uses directly associated with the above uses may be approved by the County Manager or designee.
4. Existing uses on the Property may continue operating until the Property receives site plan approval.
5. Any other use of the site not specified above will require approval of an amendment to this Ordinance by the Board of County Commissioners.

E. Clermont Joint Planning Area (JPA). Development shall comply with all applicable regulations of Chapter XV of the LDR, as amended.

F. Open Space, Impervious Surface Ratio, Floor Area Ratio, and Building Height.

1. The maximum Impervious Surface Ratio (ISR) for the subject property is seventy-five (75) percent consistent with the Comprehensive Plan, as amended.
2. The maximum building height will be fifty (50) feet.
3. All other development standards must be in accordance with the Comprehensive Plan and Land Development Regulations, as amended.

G. Setbacks. Setbacks for non-residential development will be as follows:

1. All non-residential buildings shall be setback no less than 50' from all roads, or ROW easements bounding the project area.
2. Side and Rear Setbacks shall be 15 feet from the property line (based on the 15-foot Type "B" landscape buffer requirements) and in accordance with the LDR, as amended.
3. The minimum wetland setback is 50-feet from jurisdictional wetland line.
4. All setbacks must be measured from the property line.

H. Lake Apopka Basin Overlay District. Development shall be in accordance with the LDR, as amended, and consistent with the standards for the Lake Apopka Basin Overlay District, in accordance with Objective I-6.3 of the Comprehensive Plan, and with any other applicable provisions of the Comprehensive Plan and Land Development Regulations, as amended.

I. Landscaping, Buffering, and Screening. Landscaping, buffering and screening shall be in accordance with the Comprehensive Plan and LDR, as amended.

1. Drought tolerant, native trees, and drought tolerant, native vegetation shall be utilized for all street trees, landscape buffers, and stormwater retention/detention areas.

Ordinance 2025 - 03

PZ-2024-149, GK Rogers North

2. Perimeter buffers shall consist of canopy and understory trees and plants utilizing 100% Florida native plant materials 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. Best Management Practices for native landscaping and "right plant-right place" landscaping techniques shall be utilized in the design and installation of invasive exotic plant species in all landscape plantings is prohibited.
4. Smart Irrigation Best Management Practices shall be utilized for all landscape irrigation and shall incorporate soil moisture and rain sensors into the irrigation design.
5. Landscaping and screening shall be in accordance with the Comprehensive Plan and Land Development Regulations (LDR), as amended.

J. Noise. Compliance must be in accordance with the LDR, as amended.

K. Environmental Requirements.

1. Fifteen percent (15%) open space shall be provided in accordance with the Comprehensive Plan, as amended.
2. An environmental assessment dated within six (6) months of the date the preliminary plat is submitted will be required to demonstrate the presence of vegetation, soils, threatened and endangered species that may exist on the site. Any State permitting or mitigation will be required before development can commence compliance in accordance with the Comprehensive Plan and LDR, as amended.

L. Transportation.

1. An eight (8) foot wide sidewalk will be required along Auto Plex Lane road frontage.
2. Auto Plex Lane will be required to be improved with the development.
3. A traffic impact study shall be submitted to the FDOT for review and mitigation. The impacted roadway of SR 50 from County Road (CR) 455 to the Orange County line is currently operating with a v/c of ninety-seven (97) percent of its capacity at a LOS "D". Appropriate mitigation shall be required to address any identified reductions in the LOS of SR 50 contributed to this development, to preserve a LOS "D", as required pursuant to FDOT standards, Comprehensive Plan and LDR, as amended. Any such mitigation agreement shall come before the Lake County Board of County Commissioners for approval prior to execution.
4. All access management shall be in accordance with the Comprehensive Plan and LDR, as amended.

M. Stormwater Management. 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.

N. Mass Grading for Site Development. All Grading for the site development shall be in accordance with the Clermont JPA, Comprehensive Plan and LDR, as amended.

O. Utilities. The development will be serviced by central and sewer systems, in accordance with the Comprehensive Plan and LDR, as amended. Potable water and wastewater services shall

Ordinance 2025 - 03

PZ-2024-149, GK Rogers North

be provided by the City of Clermont, Florida, a Florida Municipal Corporation, or by other central system approved by Lake County.

P. Annexation. Owner agrees not to enter into any covenant with a municipality to annex which alters the prerequisites of a voluntary annexation under Section 171.044, Florida Statutes.

Q. Lighting. All development will adhere to the dark-sky principles set forth in Section 3.09.00, LDR, as amended.

R. Signage. All signage must be in accordance with the Land Development Regulations (LDR), as amended.

S. Concurrency Management Requirements. Any development must comply with the Lake County Concurrency Management System, as amended.

T. Development Review and Approval. Prior to the issuance of any permits, the Owner shall submit site plans generally consistent with the Conceptual Plan attached as Exhibit "B" for review and approval in accordance with the Comprehensive Plan and Land Development Regulations (LDR), as amended.

U. 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. Notwithstanding the foregoing, if at any time the developer is granted an extension of time pursuant to Section 252.363, Florida Statutes, or Section 7-5, Lake County Code, to the preliminary plat, construction plans, or final plat, commencement of physical development shall be equally extended so long as the development is proceeding in good faith and does not allow the originally extended development order to expire.

V. Future Amendments to Statutes, Code, Plans, and/or Regulations. The specific references in this Ordinance to the Florida Statutes, Florida Administrative Code, Lake County Comprehensive Plan, and Lake County LDR shall include any future amendments to the Statutes, Code, Plans, and/or Regulations.

Section 2. Conditions.

A. After establishment of the facilities as provided in this Ordinance, the property identified in this Ordinance may only be used for the purposes identified in this Ordinance. Any other proposed use must be specifically authorized by the Board of County Commissioners.

B. No person, firm, or corporation may 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 will inure to the benefit of and will constitute a covenant running with the land and the terms, conditions, and provisions of this Ordinance, and will be binding upon the present Owner and any successor and will be subject to each condition in this Ordinance.

D. The transfer of ownership or lease of any or all the property described in this Ordinance must include in the transfer or lease agreement, a provision that the purchaser or lessee is made

Ordinance 2025 - 03

PZ-2024-149, GK Rogers North

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.

E. The Lake County Code Enforcement Special Master will 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 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 upon recordation in the public records of Lake County, Florida. The Applicant shall be responsible for all recording fees.

ENACTED this 7th day of January, 2025.

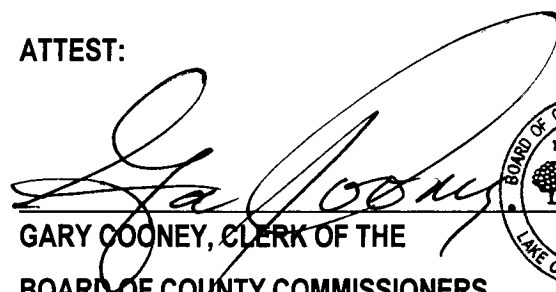
FILED with the Secretary of State January 13th, 2025.

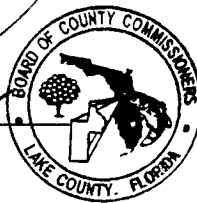
EFFECTIVE January 7th, 2025.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA


LESLIE CAMPIONE, CHAIRMAN

ATTEST:


GARY COONEY, CLERK OF THE
BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA



APPROVED AS TO FORM AND LEGALITY

Melanie Marsh 1/17/2025
MELANIE MARSH, COUNTY ATTORNEY

Ordinance 2025 - 03
PZ-2024-149, GK Rogers North

1

EXHIBIT "A" – LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LAKE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:**LEGAL DESCRIPTION (OVERALL TRACT):**

TRACTS 50A, 63, AND 64 OF MAP OF SECTION 23 TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LAKE HIGHLANDS COMPANY AS RECORDED IN PLAT BOOK 4, PAGE 11 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA;

AND,

TRACTS 1, AND 2, AND THAT PORTION OF TRACTS 15, 15A, AND 16 OF MAP OF SECTION 26 TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LAKE HIGHLANDS COMPANY AS RECORDED IN PLAT BOOK 3, PAGE 52 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING NORTH OF STATE ROAD NUMBER 50 RIGHT-OF-WAY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, A FIVE INCH DIAMETER ROUND CONCRETE MONUMENT, AND RUN SOUTH 00°40'12" WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 26, A DISTANCE OF 1183.47 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD NUMBER 50, ACCORDING TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) RIGHT-OF-WAY MAP OF STATE ROAD NUMBER 50, SECTION NUMBER 11070-2505; THENCE, DEPARTING SAID EAST SECTION LINE, RUN NORTH 89°09'12" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 717.69 FEET; THENCE RUN NORTH 00°05'48" EAST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, SAID LINE ALSO BEING THE EAST LINE OF THE FDOT WATER RETENTION AREA, A DISTANCE OF 208.00 FEET; THENCE RUN NORTH 89°09'12" WEST, ALONG SAID RIGHT-OF-WAY LINE AND THE NORTHERLY LINE OF THE FDOT WATER RETENTION AREA, A DISTANCE OF 615.66 FEET TO A POINT ON THE WEST LINE OF TRACT 15 ACCORDING TO THE AFORESAID MAP OF SECTION 26 TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LAKE HIGHLANDS COMPANY AS RECORDED IN PLAT BOOK 3, PAGE 52 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, THENCE RUN NORTH 00°54'17" EAST, ALONG THE WEST LINE OF SAID TRACTS 15 AND 2 A DISTANCE OF 980.72 FEET TO THE NORTHWEST CORNER OF SAID TRACT 2, SAID POINT ALSO BEING ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 26; THENCE RUN NORTH 00°41'14" EAST, ALONG THE WEST LINE OF TRACTS 64 AND 50A ACCORDING TO THE MAP OF SECTION 23 TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LAKE HIGHLANDS COMPANY AS RECORDED IN PLAT BOOK 4, PAGE 11 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, A DISTANCE OF 1031.90 FEET TO THE NORTHWEST CORNER OF SAID TRACT 50A, SAID POINT BEING A POINT ON A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1402.69 FEET; THENCE, FROM A CHORD BEARING OF SOUTH 69°30'04" EAST, RUN ALONG THE ARC OF SAID CURVE AND NORTH LINE OF SAID TRACT 63, PARALLEL WITH AND 30.00 SOUTH OF, PERPENDICULAR MEASURE, THE CENTERLINE OF THE ABANDONED ATLANTIC COAST LINE RAILROAD (CSX MAP NUMBER VL2FLA-8) A DISTANCE OF 160.19 FEET THROUGH A CENTRAL ANGLE OF 6°32'36" TO A POINT OF TANGENCY; THENCE RUN SOUTH 66°13'46" EAST, ALONG SAID PARALLEL LINE, BEING THE NORTH LINE OF SAID TRACT 63 AND TRACT 64 OF SAID MAP OF SECTION 23, LAKE HIGHLANDS COMPANY, A DISTANCE OF 1260.41 FEET TO THE NORTHEAST CORNER OF SAID TRACT 64; THENCE, DEPARTING SAID NORTHERLY LINE, RUN SOUTH 00°39'25" WEST, ALONG THE EAST LINE OF SAID TRACT 64, A DISTANCE OF 464.58 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:**LEGAL DESCRIPTION (SUBJECT PARCEL)**

TRACT 64 AND A PORTION OF TRACTS 50A AND 63 OF MAP OF SECTION 23, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LAKE HIGHLANDS COMPANY AS RECORDED IN PLAT BOOK 4, PAGE 11 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA;

AND,

TRACT 1 AND A PORTION OF TRACTS 2, 15A, AND 16 OF MAP OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LAKE HIGHLANDS COMPANY AS RECORDED IN PLAT BOOK 3, PAGE 52 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING NORTH OF STATE ROAD NUMBER 50 RIGHT-OF-WAY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, A FIVE (5) INCH DIAMETER ROUND CONCRETE MONUMENT, AND RUN SOUTH 00°40'12" WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 26, A DISTANCE OF 1183.47 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD NUMBER 50, ACCORDING TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) RIGHT-OF-WAY MAP OF STATE ROAD NUMBER 50, SECTION NUMBER 11070-2505; THENCE, DEPARTING SAID EAST SECTION LINE, RUN NORTH 89°09'12" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 680.32 FEET TO A POINT ON THE APPROXIMATE CENTERLINE OF TINY MORSE BOULEVARD; THENCE RUN NORTH 00°25'53" WEST, ALONG SAID APPROXIMATE CENTERLINE, A DISTANCE OF 1952.46 FEET TO THE NORTH LINE OF TRACT 50A OF MAP OF SECTION 23 TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LAKE HIGHLANDS COMPANY AS RECORDED IN PLAT BOOK 4, PAGE 11 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 66°13'46" EAST; ALONG THE NORTH LINE OF SAID TRACTS 50A AND 64 OF SAID MAP OF SECTION 23, PARALLEL WITH AND 30.00 SOUTH OF, PERPENDICULAR MEASURE, THE CENTERLINE OF THE ABANDONED ATLANTIC COAST LINE RAILROAD (CSX MAP NUMBER VL2FLA-8), A DISTANCE OF 780.30 FEET TO THE NORTHEAST CORNER OF SAID TRACT 64; THENCE, DEPARTING SAID NORTHERLY LINE, RUN SOUTH 00°39'25" WEST ALONG THE EAST LINE OF SAID TRACT 64, A DISTANCE OF 464.58 FEET TO THE POINT OF BEGINNING.

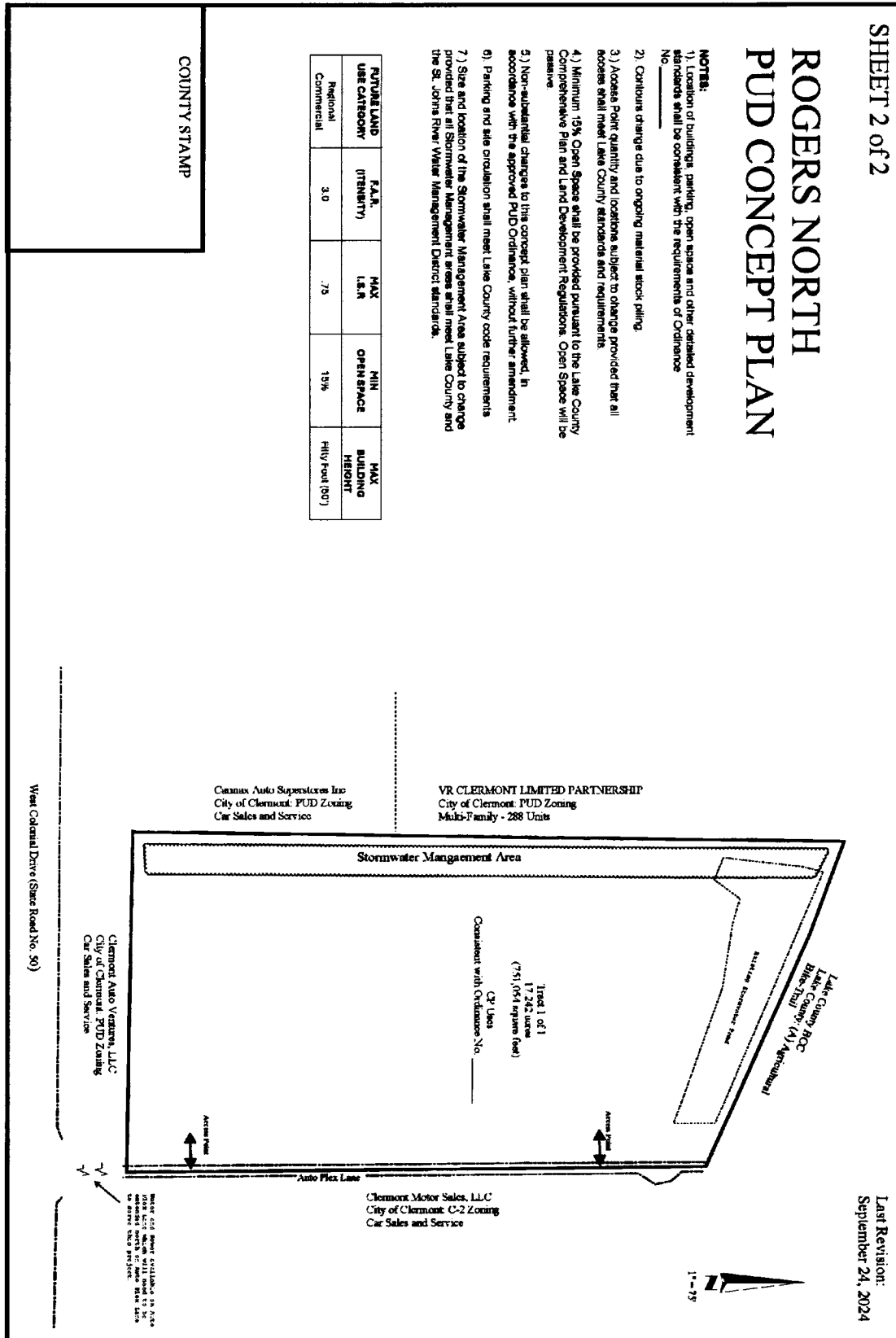
LESS AND EXCEPT THAT PORTION CONVEYED IN SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 6050, PAGE 2430, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

2

Ordinance 2025 - 03
PZ-2024-149, GK Rogers North

1

EXHIBIT "B" – CONCEPTUAL PLAN (PAGE 2 OF 2)



2



CITY OF CLERMONT REZONING FILING INSTRUCTIONS

Any person requesting a Rezoning shall file a complete application and pay a fee as established by resolution of the City Council in the Development Services Department on or before the 1st day of the month; Complete applications may then be scheduled for Public Hearings the following month – on the 1st Tuesday (Planning & Zoning Commission), 2nd Tuesday (City Council first reading only) and 4th Tuesday (City Council adoption). All applications must be complete, and include applicable site plans and/or pertinent descriptive materials in order to be processed. Dependent upon the scope and/or magnitude of a particular project, scheduling of one or more City Council workshop(s) may also be necessary and additional time may be required prior to being schedule for public hearings.

A Pre-Application meeting with the Development Services Director (or designated staff) may be required prior to submittal of the application. Please check with the Development Services Department staff.

The Applicant shall provide the following information with this application in a PDF format on a CD or electronically via email to planning@clermontfl.org:

- Completed application. Include all signatures:
 - Applicant's signature (if different from owner of record)
 - Owner's signature (owner of record) unless power of attorney or notarized letter authorizing the applicant to act as the duly authorized agent for the owner is submitter with the application.
- Proof of ownership – (i.e. Lake County Property record card, tax receipt, or deed)
- Legal Description in a word document to be used for legal advertising and in the ordinance for rezoning.
- Plot plan (drawn to scale) of the property involved showing the location of existing building or structures and the location of proposed building or structures which specifically delineates and illustrates the extent of the rezoning request. Maximum size for plans 11" x 17" (two full size copies for detail as needed, depending on rezoning)
 - a. Name, address and phone number of the applicant.
 - b. North arrow, date and scale.
 - c. Property lines, existing structures, proposed structures and contiguous streets.
 - d. A short description of the proposed structural usage.
 - e. A topographical map with five (5) foot contour lines (if deemed necessary for clarification purposes by City staff).
- Fee: \$542.00 plus the cost of the advertisement, plus the cost of traffic review, if necessary



CITY OF CLERMONT
REZONING
 APPLICATION

DATE		FEE: \$542.00 + cost of advertisement + cost of traffic review, if necessary	
Project Name (if applicable) CarMax #4067 Clermont			
Applicant Thomas Dixon			
Contact Person			
Address 1300 Country Ln		City Orlando	State FL Zip 32804
Telephone		Fax	
Email tad@dixoncap.com			
OWNER INFORMATION			
Owner's Name GK Rogers Construction, LLC			
Owner Address 4240 Martin Luther King Jr Dr SW		City Atlanta	State GA Zip 30336-1612
Telephone		Email	
PROPERTY INFORMATION			
Address of Subject Property 14031 Auto Plex Lane		City Clermont	State FL Zip 34711
Legal Description (include copy of survey)			
Acreage 17.24		Land Use (City verification required) Used auto auction	
Present Zoning (City verification required) N/A (annexation required)		Proposed Zoning Planned Unit Development	



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?

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

Thomas Dixon

Applicant Name (print)

x

Applicant Name (signature)

Greg Rogers, GK Rogers Construction

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

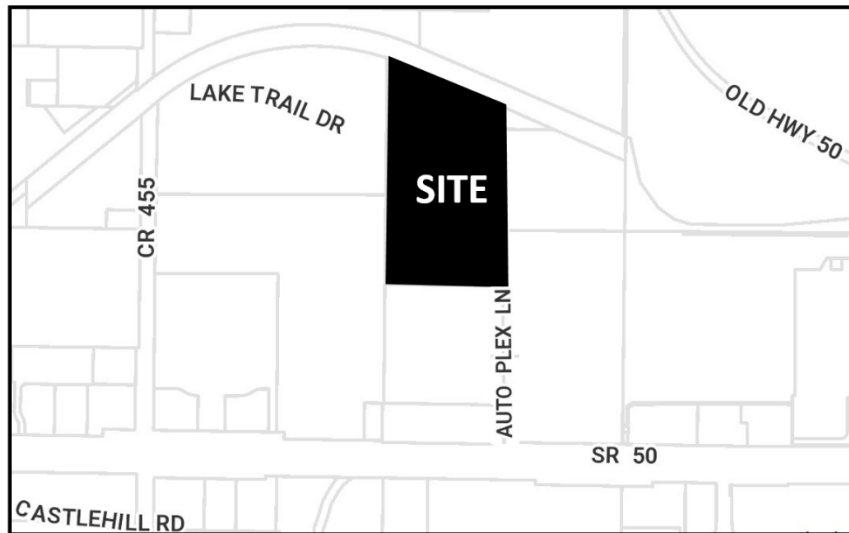
On Tuesday, August 26, 2025 at 3:00 PM the Clermont City Council will consider the enactment of the following proposed ordinance.

ORDINANCE NO. 2025-027

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

14013 Auto Plex Lane
East of CR 455, North of SR 50 and west of Auto Plex Lane
Alternate Key 2665637 & 3938448
17.242 +/- Acres



PROPERTY REZONING

**From: Lake County Planned Commercial (CP)
To: City of Clermont Planned Unit Development (PUD)**

LEGAL DESCRIPTION

LEGAL DESCRIPTION PER SPECIAL WARRANTY DEED IN OFFICIAL RECORDS
BOOK 5169, PAGE 61:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LAKE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LEGAL DESCRIPTION (OVERALL TRACT):

TRACTS 50A, 63, AND 64 OF MAP OF SECTION 23 TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LAKE HIGHLANDS COMPANY AS RECORDED IN PLAT BOOK 4, PAGE 11 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; AND, TRACTS 1, AND 2, AND THAT PORTION OF TRACTS 15, 15A, AND 16 OF MAP OF SECTION 26 TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LAKE HIGHLANDS COMPANY AS RECORDED IN PLAT BOOK 3, PAGE 52 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING NORTH OF STATE ROAD NUMBER 50 RIGHT-OF-WAY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, A FIVE INCH DIAMETER ROUND CONCRETE MONUMENT, AND RUN SOUTH 00°40'12" WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 26, A DISTANCE OF 1183.47 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD NUMBER 50, ACCORDING TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) RIGHT-OF-WAY MAP OF STATE ROAD NUMBER 50, SECTION NUMBER 11070-2505; THENCE, DEPARTING SAID EAST SECTION LINE, RUN NORTH 89°09'12" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 717.69 FEET; THENCE RUN NORTH 00°05'48" EAST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, SAID LINE ALSO BEING THE EAST LINE OF THE FDOT WATER RETENTION AREA, A DISTANCE OF 208.00 FEET; THENCE RUN NORTH 89°09'12" WEST, ALONG SAID RIGHT-OF-WAY LINE AND THE NORTHERLY LINE OF THE FDOT WATER RETENTION AREA, A DISTANCE OF 615.66 FEET TO A POINT ON THE WEST LINE OF TRACT 15 ACCORDING TO THE AFORESAID MAP OF SECTION 26 TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LAKE HIGHLANDS COMPANY AS RECORDED IN PLAT BOOK 3, PAGE 52 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, THENCE RUN NORTH 00°54'17" EAST, ALONG THE WEST LINE OF SAID TRACTS 15 AND 2 A DISTANCE OF 960.72 FEET TO THE NORTHWEST CORNER OF SAID TRACT 2, SAID POINT ALSO BEING ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 26; THENCE RUN NORTH 00°41'14"

EAST, ALONG THE WEST LINE OF TRACTS 64 AND 50A ACCORDING TO THE MAP OF SECTION 23 TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LAKE HIGHLANDS COMPANY AS RECORDED IN PLAT BOOK 4, PAGE 11 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, A DISTANCE OF 1031.90 FEET TO THE NORTHWEST CORNER OF SAID TRACT 50A, SAID POINT BEING A POINT ON A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1402.69 FEET; THENCE, FROM A CHORD BEARING OF SOUTH 69°30'04" EAST, RUN ALONG THE ARC OF SAID CURVE AND NORTH LINE OF SAID TRACT 63, PARALLEL WITH AND 30.00 SOUTH OF, PERPENDICULAR MEASURE, THE CENTERLINE OF THE ABANDONED ATLANTIC COAST LINE RAILROAD (CSX MAP NUMBER VL2FLA-8) A DISTANCE OF 160.19 FEET THROUGH A CENTRAL ANGLE OF 6°32'36" TO A POINT OF TANGENCY; THENCE RUN SOUTH 66°13'46" EAST, ALONG SAID PARALLEL LINE, BEING THE NORTH LINE OF SAID TRACT 63 AND TRACT 64 OF SAID MAP OF SECTION 23, LAKE HIGHLANDS COMPANY, A DISTANCE OF 1260.41 FEET TO THE NORTHEAST CORNER OF SAID TRACT 64; THENCE, DEPARTING SAID NORTHERLY LINE, RUN SOUTH 00°39'25" WEST, ALONG THE EAST LINE OF SAID TRACT 64, A DISTANCE OF 464.58 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

LEGAL DESCRIPTION (SUBJECT PARCEL)

TRACT 64 AND A PORTION OF TRACTS 50A AND 63 OF MAP OF SECTION 23, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LAKE HIGHLANDS COMPANY AS RECORDED IN PLAT BOOK 4, PAGE 11 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA;

AND,

TRACT 1 AND A PORTION OF TRACTS 2, 15A, AND 16 OF MAP OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LAKE HIGHLANDS COMPANY AS RECORDED IN PLAT BOOK 3, PAGE 52 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING NORTH OF STATE ROAD NUMBER 50 RIGHT-OF-WAY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, A FIVE INCH DIAMETER ROUND CONCRETE MONUMENT, AND RUN SOUTH 00°40'12" WEST, ALONG THE EAST LINE OF THE NORTHEAST

QUARTER OF SAID SECTION 26, A DISTANCE OF 1183.47 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD NUMBER 50, ACCORDING TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) RIGHT-OF-WAY MAP OF STATE ROAD NUMBER 50, SECTION NUMBER 11070-2505; THENCE, DEPARTING SAID EAST SECTION LINE, RUN NORTH 89°09'12" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 680.32 FEET TO A POINT ON THE APPROXIMATE CENTERLINE OF TINY MORSE BOULEVARD; THENCE RUN NORTH 00°25'53" WEST, ALONG SAID APPROXIMATE CENTERLINE, A DISTANCE OF 1952.46 FEET TO THE NORTH LINE OF TRACT 50A OF MAP OF SECTION 23 TOWNSHIP 22 SOUTH. RANGE 26 EAST, LAKE COUNTY, FLORIDA, LAKE HIGHLANDS COMPANY AS RECORDED IN PLAT BOOK 4, PAGE 11 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 66°13'46" EAST; ALONG THE NORTH LINE OF SAID TRACTS 50A AND 64 OF SAID MAP OF SECTION 23, PARALLEL WITH AND 30.00 SOUTH OF, PERPENDICULAR MEASURE, THE CENTERLINE OF THE ABANDONED ATLANTIC COAST LINE RAILROAD (CSX MAP NUMBER VL2FLA.-8), A DISTANCE OF 780.30 FEET TO THE NORTHEAST CORNER OF SAID TRACT 64; THENCE, DEPARTING SAID NORTHERLY LINE, RUN SOUTH 00°39'25" WEST ALONG THE EAST LINE OF SAID TRACT 64, A DISTANCE OF 464.58 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PORTION CONVEYED IN SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 6050, PAGE 2430, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

THIS FIRM HAS FOUND THAT THE ABOVE LEGAL DESCRIPTION FOR THE PARENT PARCEL DOES NOT FORM A MATHEMATICALLY CLOSED FIGURE. THE FOLLOWING DESCRIPTION CONTAINS THE DESCRIPTION UTILIZED TO DEPICT THE LANDS SURVEYED BY THIS FIRM AND SUPPORTED BY BOUNDARY MARKERS FOUND AND SHOWN HEREON:

LEGAL DESCRIPTION "ALSO DESCRIBED AS" PER AMENDMENT OF MEMORANDUM OF LEASE IN OFFICIAL RECORDS BOOK 6067, PAGE 1151:

A PORTION OF TRACTS 50A AND 63 OF MAP OF SECTION 23 TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LAKE HIGHLANDS COMPANY AS RECORDED IN PLAT BOOK 4, PAGE 11 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA;

AND,

A PORTION OF TRACTS 2, 15, AND 15A OF MAP OF SECTION 26 TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LAKE HIGHLANDS COMPANY AS RECORDED IN PLAT BOOK 3, PAGE 52 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING NORTH OF STATE ROAD NUMBER 50 RIGHT-OF-WAY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST: THENCE RUN SOUTH 00°40'12" WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 26, A DISTANCE OF 1183.62 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD NUMBER 50, ACCORDING TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) RIGHT OF WAY MAP OF STATE ROAD NUMBER 50, SECTION NUMBER 11070-2505; THENCE. DEPARTING SAID EAST LINE, RUN NORTH 89°06'48" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 717.90 FEET TO THE SOUTHEAST CORNER OF THE FDOT WATER RETENTION AREA AS RECORDED IN OFFICIAL RECORDS BOOK 591, PAGE 1209 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA ALSO BEING THE POINT OF BEGINNING; THENCE RUN NORTH 00°53'28" EAST, ALONG THE EAST LINE AND THE NORTHERLY LINE OF THE SAID FDOT WATER RETENTION AREA, A DISTANCE OF 208.00 FEET TO THE NORTHEAST CORNER THEREOF; THENCE RUN NORTH 89°05'48" WEST, ALONG THE NORTH LINE OF SAID FDOT WATER RETENTION AREA, A DISTANCE OF 609.73 FEET TO A POINT ON THE WEST LINE OF SAID TRACT 15; THENCE RUN NORTH 00°35'13" EAST, ALONG THE WEST LINE OF THE AFORESAID TRACT 15 AND ALONG THE WEST LINE OF THE AFORESAID TRACT 2, A DISTANCE OF 959.72 FEET TO THE NORTHWEST CORNER OF SAID TRACT 2; THENCE RUN NORTH 00°39'11" EAST, ALONG THE WEST LINE OF THE AFORESAID TRACT 63 AND THE WEST LINE OF THE AFORESAID TRACT 50A, A DISTANCE OF 1032.04 FEET TO THE NORTHWEST CORNER OF SAID TRACT 50A, SAID POINT BEING A POINT ON A NON TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1402.69 FEET, A CENTRAL ANGLE OF 06°32'38", A CHORD BEARING OF SOUTH 69°29'22" EAST AND CHORD LENGTH OF 160.12 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID NON TANGENT CURVE AND ALONG THE NORTH LINE OF SAID TRACT 50A FOR A DISTANCE OF 160.20 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 66°13'03" EAST CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 500.21 FEET TO A POINT ON THE EAST LINE OF THAT CERTAIN ACCESS, INGRESS AND EGRESS EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 2754, PAGE 2316 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE, DEPARTING SAID NORTH LINE, RUN SOUTH 00°25'54" EAST ALONG THE SAID EAST LINE, A

DISTANCE OF 1952.05 FEET TO A POINT ON THE AFORESAID NORTH RIGHT OF WAY LINE OF STATE ROAD 50; THENCE RUN NORTH 89°06'48" WEST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 37.58 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,178 482 SQUARE FEET, OR 27.05 ACRES MORE OR LESS.

LESS AND EXCEPT:

A PORTION OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY,

FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, RUN SOUTH 00°40'13" WEST, ALONG THE EAST LINE OF SAID SECTION 26, A DISTANCE OF 1183.62 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WEST COLONIAL DRIVE (STATE ROAD NO. 50), ACCORDING TO THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION NO. 11070-2505; THENCE RUN NORTH 89°06'47" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 680.32 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 89°06'47" WEST, CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 37.58 FEET TO THE SOUTHEASTERLY CORNER OF THE FLORIDA DEPARTMENT OF TRANSPORTATION RETENTION AREA AS RECORDED IN OFFICIAL RECORDS BOOK 591, PAGE 1209 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN NORTH 00°53'29" EAST, ALONG THE EASTERLY LINE OF SAID RETENTION AREA, A DISTANCE OF 208.00 FEET TO THE NORTHEASTERLY CORNER OF SAID RETENTION AREA; THENCE RUN NORTH 89°05'47" WEST, ALONG THE NORTHERLY LINE OF SAID RETENTION AREA, A DISTANCE OF 609.73 FEET; THENCE RUN NORTH 00°35'14" EAST, DEPARTING SAID NORTHERLY LINE, A DISTANCE OF 659.86 FEET; THENCE RUN, PARALLEL TO SAID NORTHERLY LINE, SOUTH 89°05'47" EAST, A DISTANCE OF 630.78 FEET TO A POINT ON THE EASTERLY LINE OF THAT CERTAIN ACCESS, INGRESS AND EGRESS EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 2754, PAGE 2316 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 00°25'53" EAST, ALONG SAID EASTERLY LINE, A DISTANCE OF 868.21 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

Daily Commercial
Publish Date: August 11, 2025
Size: 2 columns by 10 inches



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, July 29, 2025		
Agenda Item Name		
Ordinance No. 2025-029 <i>Intro</i> Plats		
Requested Action		
Staff Report		
City staff is proposing this amendment to the Land Development Code to align with new state laws regarding platting. On June 20, 2025, Senate Bill 784 was signed by the Governor, amending section 177.071, Florida Statutes, effective July 1, 2025. Section 177.071, Florida Statutes, was amended to require that certain plat or replat submittals be administratively approved with no further action by certain entities under certain circumstances and requiring the governing body of a municipality to designate an administrative authority to receive, review, and process plat or replat submittals.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ord. 2025-029 Approval of Plats (07.16.2025)	Ord. 2025-029 Approval of Plats (07.16.2025).pdf	
2. 2025-029 Legal Ad Code - Plats_11500125_Rev	2025-029 Legal Ad Code - Plats_11500125_Rev.pdf	
3. 2025-029 Plats BIE	2025-029 Plats BIE.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2025-029

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING CHAPTER 119, SECTION 119-123, TO ESTABLISH AN EXPEDITED BUILDING PERMIT ISSUANCE PROCESS FOR RESIDENTIAL SUBDIVISION PLATS PURSUANT TO SECTION 173.073, FLORIDA STATUTES; AMENDING CHAPTER 119 OF THE CITY CODE TO REQUIRE APPROVAL OF PLAT SUBMITTALS WITHIN THE CITY LIMITS BY AN ADMINISTRATIVE AUTHORITY, AND TO INCORPORATE OTHER STATUTORY REQUIREMENTS PURSUANT TO SECTION 177.071, FLORIDA STATUTES; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, on May 20, 2024, Senate Bill 812 was signed by the Governor, creating section 177.073, Florida Statutes, effective July 1, 2024, requiring that local governments establish a process to expedite the issuance of building permits for residential subdivisions prior to recording a final plat; and

WHEREAS, on June 20, 2025, Senate Bill 784 was signed by the Governor, amending section 177.071, Florida Statutes, effective July 1, 2025. Section 177.071, Florida Statutes, was amended to require that certain plat or replat submittals be administratively approved with no further action by certain entities under certain circumstances and requiring the governing body of a municipality to designate an administrative authority to receive, review, and process plat or replat submittals; and

WHEREAS, Chapter 119 of the city code currently conflicts with the sections 177.071 and 177.073, Florida Statutes; and

WHEREAS, the passage of this ordinance is intended to ensure that the City of Clermont is in compliance with section 177.071 and 177.073, Florida Statutes.

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: AMENDING SECTION 119-1

The Land Development Code Chapter 119, “Subdivisions,” Article I “In General,” Sec 119-1 “Definitions,” is hereby amended to read as follows:

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:



CITY OF CLERMONT
ORDINANCE NO. 2025-029

Architect means a qualified person registered and currently licensed to practice architecture in the state.

Engineer means a registered professional engineer licensed to practice civil engineering in the state.

~~Plan~~ Plat, *preliminary*, means the material which comprises the first official submission of a subdivision scheme.

Plat, final, means the material which comprises the second and the last official submission.

Roadway means the portion of the street right-of-way which contains the street pavement, curb and gutter, and is used primarily for vehicular movement and secondarily for stormwater drainage. The pavement width is measured from the back of the curb.

Subdivision means any division or redivision of a parcel of land, whether improved or unimproved, into two or more lots or parcels of land, each of five acres or less, or any division of a parcel of land if a new street or the establishment or dedication of lands for public use is involved. The sale or exchange of small parcels of land to or between adjoining property owners where such sale or exchange does not create additional lots or building sites shall not be considered a subdivision of land.

Subdivision, Class I, means a subdivision requiring no public improvements that involve dedications or easements, except dedication of easements as required by the city, and requiring no public improvements except survey (permanent reference) monuments required by this chapter, sidewalks and street trees.

Subdivision, Class II, means any subdivision which is not a Class I subdivision.

Subdivision advisory committee (SAC) means a committee consisting of the city manager, the city engineer, the city attorney, the director of public services and the director of planning, or their representatives.

Surveyor means a registered professional land surveyor licensed in the state and engaged by the developer.

Utility company means any public or private utility, such as, but not limited to, storm drainage, sanitary sewers, electric power, water service, gas service, or telephone line, whether underground or overhead.

SECTION 3: AMENDING SECTION 119-120, 119-121, 119-122, and 119-123.

The Land Development Code Chapter 119, “Subdivisions,” Article III “Plats and Plans,” Division 2 “Preliminary Plan,” Sec. 119-120, 119-121, 119-122, 119-123 are hereby amended to read as follows:



CITY OF CLERMONT
ORDINANCE NO. 2025-029

DIVISION 2 – PRELIMINARY ~~PLAN~~ PLAT

Sec. 119-120. – Procedure for review and approval

- (a) A subdivision plan shall receive its first official consideration as a preliminary ~~plan~~ plat.
- (b) ~~Six copies of the~~ The preliminary ~~plan~~ plat and supplemental material specified in section 119-121 shall be submitted ~~to the subdivision advisory committee at least 14 days prior to the meeting at which it is to be considered~~ electronically to the city's project software. To cover the direct administrative costs of reviewing the plan, the developer shall pay to the city a fee as adopted by resolution of the city council and on file in the city clerk's office.
- (c) ~~The city manager~~ Planning and Development Director shall be the agent for receiving these materials and preparation for reporting to the subdivision advisory committee.
- (d) If the proposed subdivision is to be of substantial magnitude and the developer plans to construct it in phases, the nature and extent of such phases shall be clearly delineated; however, the developer must show the full extent of the development and submit plans and data for the entire development as required by this division.
- (e) ~~At a scheduled meeting, the~~ The subdivision advisory committee will receive reports on and review the preliminary ~~plan~~ plat and other required supplementary materials to determine compliance with applicable regulations. The developer and other persons interested in or affected by the proposed subdivision shall have a right to be heard in person, by letter, or by agent or attorney before action is taken by the subdivision advisory committee.
- (f) The subdivision advisory committee will act for preliminary approval, conditional approval with conditions noted, postponement, or disapproval. ~~The city manager~~ Planning and Development Director shall notify the developer of the subdivision advisory committee action in writing.
 - (1) *Preliminary approval.* Preliminary approval means that the developer is now authorized to proceed with the preparation of the required improvement plans, outlined in detail under section 119-144. No developer shall proceed with any construction or any other work in or pertaining to the proposed subdivision before obtaining preliminary approval of these improvements in writing. Lots shall not be sold nor shall building construction begin at this time except as provided in Sec. 119-123. Preliminary ~~plan~~ plat and improvement plan approval grants the developer a maximum time period of 12 months within which to submit the final plat for approval, unless a time extension is granted by the subdivision advisory committee. Within this period no substantial changes shall be made in the approved preliminary ~~plan~~ plat.



CITY OF CLERMONT
ORDINANCE NO. 2025-029

- (2) *Conditional approval.* Conditional approval means the developer may proceed after written notice from the ~~city manager~~ Planning and Development Director, as outlined under subsection (f)(1) of this section, but only after the developer has submitted ~~at least five copies of~~ electronically to the city's project software, the corrected preliminary ~~plan~~ plat and improvement ~~plan to the city staff for distribution to the concerned agencies~~⁴⁴. The ~~city manager~~ Planning and Development Director will notify the developer in writing when conditions are met. Conditional approval grants the developer a maximum time period of 12 months within which to submit the final plat for approval, unless a time extension is granted by the subdivision advisory committee. Within this period, no substantial changes shall be made in the approved preliminary ~~plan~~ plat.
- (3) *Postponement.* Postponement means action is delayed for specific reasons, which shall be noted and transmitted in writing to the developer by the ~~city manager~~ Planning and Development Director. Certain specific changes may have to be made in the plans, but no completely new resubmission of the plan is required for the developer.
- (4) *Disapproval.* Disapproval means denial of the application for the subdivision because the submitted plans are not in compliance with this chapter. For further consideration, the developer must revise and resubmit development plans as though they were a completely new preliminary ~~plan~~ plat.

Sec. 119-121. Format and required information.

The preliminary ~~plan~~ plat shall be at a minimum scale of 100 feet to one inch. The required plans shall show the following information:

- (1) Proposed subdivision name or identifying title preceded by the words "Preliminary ~~Plan~~ Plat of _____."
- (2) The section, township and range in which the property is located, and the description of the boundary survey.
- (3) The complete name, mailing address and telephone number of the property owner, the developer, the engineer, the surveyor and other persons directly involved in the proposed subdivision.
- (4) North arrow, with north being at the top of the map, when practical, date of preparation, and any other pertinent legend data.
- (5) A summary list containing the total acres, number of lots, minimum lot area, linear feet in streets and zoning.



CITY OF CLERMONT
ORDINANCE NO. 2025-029

- (6) A sketch or key map at a scale of not more than 500 feet to one inch showing the position of the subdivision with relation to surrounding streets and properties, and showing other important features such as zoning, railroads, corporate limits, etc.
- (7) Zoning of adjacent land and plat name of the adjacent subdivisions with plat book and page number, typical lot size, streets and easements or public dedications of such adjacent subdivisions.
- (8) Certified boundary, surveyed by a surveyor, meeting the requirements of F.A.C. ch. 61G17-6.
- (9) Conditions on the tract, including all existing watercourses, drainage ditches and bodies of water, marshes, floodprone areas (including elevations), surrounding physical features affecting the site, isolated preservable trees and other significant features.
- (10) Existing property lines, buildings, transmission lines, sewers, bridges, culverts and drainpipes, water mains, city limit lines and utility easements.
- (11) Utilities on or adjacent to the tract.
- (12) Drafts of protective covenants whereby the developer proposes to regulate land use in the subdivision and otherwise protect the proposed development.

Sec. 119-122.-Additional information for Class II subdivisions.

The following additional preliminary ~~plan~~ plat information is required for Class II subdivisions:

- (1) Location, name and width of all proposed streets, alleys, rights-of-way, easements and purpose of easements, proposed lot lines with dimensions, and lot numbers and block designations.
- (2) Typical sections showing street type and width, curb and gutter, sidewalks, storm drainage and designs of any proposed fences and entrance structures; and statements concerning stormwater disposition, method of water supply and waste disposal, all conforming to city specifications.
- (3) Contours on the tract, based on North American Vertical Datum, at not less than one-foot elevation intervals.
- (4) Subsurface conditions on the tract, including location and results of tests made to ascertain subsurface soil, rock, geotechnical and groundwater conditions.
- (5) Proposed public improvements, such as highways or other major improvements planned by public authorities for future construction on or near the tract.



CITY OF CLERMONT
ORDINANCE NO. 2025-029

- (6) Sites and improvements to be dedicated or reserved for public use.
- (7) Copies of any permits as may be necessary due to the nature of the project, such as, but not limited to, permits required by the U.S. Army Corps of Engineers, the St. Johns River Water Management District, the state department of community affairs, the state department of environmental protection, and other agencies.

Sec. 119-123.- Expedited Residential Subdivision Building Permits

A developer may choose to take advantage of the process established pursuant to section 177.073, Florida Statutes, as amended, to expedite issuance of building permits for residential subdivisions prior to final plat, subject to compliance with the following requirements:

- (a) Preliminary Plat Approval: Provide a signed copy of the approved preliminary plat for the residential subdivision or planned community;
- (b) Proof of Provision of Preliminary Plat to utilities: Provide proof that the applicant has provided a copy of the approved preliminary plat, along with the approved plans to the relevant electric, gas, water and wastewater utilities;
- (c) Site Engineering Approval: Provide a signed copy of the approved site engineering plans for the residential subdivision or planned community;
- (d) Valid Performance Bond: Provide a valid performance bond for up to 130% of the necessary improvements as defined in section 177.031(9), Florida Statutes, that have not been completed upon submission of the application. for purposes of a master planned community as defined in section 163.3202(5)(b), Florida Statutes, a valid performance bond is required on a phase-by-phase basis;
- (e) 911 Street Address and Temporary PIN Required: Establish and coordinate with the proper authorities for approval of street names, assignment of temporary address and temporary PIN;
- (f) Percentage or Number of Planned Homes: Identify the percentage of planned homes not to exceed 50% of the residential subdivision or planned community or the number of building permits that the county must issue for the residential subdivision or planned community. (section 177.073 (2)(a), Florida Statutes) complete the city's "Expedited Residential Building Permit Application" form and submit with the residential building permit application;
- (g) Master Building Permit Process Per Section 553.794, Florida Statutes: For the City's master building permit process contact the building services department to obtain a copy of the building permit process;



CITY OF CLERMONT
ORDINANCE NO. 2025-029

- (h) All Residential Buildings or Structures Shall Remain Unoccupied: The applicant may not obtain a temporary certificate of occupancy or final certificate of occupancy until the final plat is approved by the Subdivision advisory committee and recorded in the public records by the Lake County Clerk of Courts;
- (i) An Applicant May Contract to Sell, But May Not Transfer Ownership: An applicant may contract to sell but may not transfer ownership of a residential structure or building located in the residential subdivision or planned community until the final plat is approved by the governing body and recorded in the public records by the clerk of the circuit court per section 177.073(7)(a), Florida Statutes;
- (j) Fire Rescue Department Requirements: After permit issuance contact the Fire Rescue Department for the requirements for stabilized roadway to support fire apparatus and water availability at or near the home site, etc.;
- (k) Indemnification and Hold Harmless Agreement: An applicant shall submit an indemnification and hold harmless agreement.

SECTION 4: AMENDING SECTION 119-143

The Land Development Code Chapter 119, “Subdivisions,” Article III “Plats and Plans,” Division 3 “Improvement Plan,” Sec. 119-143, “Procedure for review and approval” is hereby amended to read as follows:

Sec. 119-143.- Procedure for review and approval.

- (a) Class II subdivision plans receive their second official consideration as improvement plans. These plans shall be approved by the city engineer, who shall certify that the plan is in conformance with the regulations and requirements of this chapter. Variance from the requirements shall be permitted only by city council action. No developer shall proceed with any construction work in the proposed subdivision before obtaining this approval. In subdivisions consisting of less than six lots, if in the opinion of the ~~city manager~~ Planning and Development Director and city engineer these requirements would create an unnecessary hardship, the city may waive improvement plan requirements.
- (b) When improvement plans are submitted to the ~~city manager~~ Planning and Development Director, the developer shall pay to the city a fee in accordance with the adopted schedule of fees, to cover direct administrative costs of reviewing the plan.
- (c) The developer shall have an engineer licensed and registered in the state prepare the improvement plans in conformance with the format, design and improvement standards required by this chapter. Utility companies and other concerned public agencies shall be consulted before the plans are prepared.



CITY OF CLERMONT
ORDINANCE NO. 2025-029

- (d) To secure formal action on the improvement plans, the developer shall file with the ~~city manager~~ Planning and Development Director ~~six certified white background prints of the improvement plans~~ electronically to the city's project software.
- (e) The city engineer shall review the proposed improvement plans and notify the subdivision advisory committee in writing of the engineer's recommendation for approval, conditional approval or denial.
- (1)Approval. The term "approval" means the developer is now authorized to proceed with the physical improvement in the subdivision after securing any required construction permits, and to proceed with preparation of the final plat.
- (2)Conditional approval. The term "conditional approval" means the developer may proceed as outlined in subsection (e)(1) of this section, but only after electronic submission of ~~six certified copies of the corrected improvement plans~~ to the ~~city manager~~ Planning and Development Director.
- (3)Denial. The term "denial" means disapproval of the improvement plans. For further consideration, the developer must modify the plans to conform to the requirements of this chapter, and then submit the revised plans to the ~~city manager~~ Planning and Development Director as though they were a completely new set of plans.
- (f) The developer shall submit a construction and maintenance agreement and bond assuming responsibility for construction and maintenance of streets, alleys and other improvements. Should the developer wish to proceed with the final plat prior to construction, or proceed with construction prior to the final plat, the bond shall be in the amount of 110 percent of a certified construction estimate prepared by the design engineer and approved by the city engineer. Prior to accepting municipal improvements, the city shall require a maintenance bond guaranteeing the satisfactory performance of streets, drainage facilities, water and sewer facilities and any other physical improvements for one year after construction is certified by the city engineer as having been completed. The amount of the bond shall be 20 percent of the total improvement cost. In lieu of the bond, a cashier's check made in an amount of 20 percent of the total improvement cost may be drawn in favor of the city. The amount will be placed in certificates of deposit with interest paid to the developer, until one year after construction is certified by the city engineer as having been completed. The bond, with interest, will be returned to the developer upon the city engineer's certification that the facilities need no repair and are performing satisfactorily.

SECTION 5: AMENDING SECTION 119-172

The Land Development Code Chapter 119, "Subdivisions," Article III "Plats and Plans," Division 4 "Final Plat," Sec. 119-172, "Procedure for review and approval," is hereby amended to read as follows:



CITY OF CLERMONT
ORDINANCE NO. 2025-029

DIVISION 4. FINAL PLAT SUBMITTALS AND RESUBMITTALS

Sec. 119-172.- Procedure for review and approval.

- (a) All subdivision plans shall receive written notice of their last official consideration as a final plat within 7 business days of the Planning and Development Director receiving the plat or replat submittal. The written notice must provide information regarding the plat or replat approval process, including requirements regarding the completeness of the process and applicable timeframes for reviewing, approving, and otherwise processing the plat or replat submittal. No developer shall sell any lot until after the plat has been recorded.
- (b) The plat and required supplemental material shall be submitted to the ~~subdivision advisory committee through the~~ Planning and Development Director. The plat shall be accompanied by an application fee in accordance with the adopted schedule of fees, ~~and two diskettes (in .DXF format with necessary index for the support files)~~ which provide a computer summary on the subdivision plat and actual subdivision data. Recording of the plat shall be accomplished upon the completion of requirements of this chapter.
- (c) The original ~~plus 15 copies of the~~ plat and required supplementary material shall be prepared as specified in section 119-173. and shall be submitted within 12 months after approval of the preliminary plan; otherwise, the plans shall not receive plat consideration, but may be resubmitted as a new preliminary plan, including required fees.
- (d) No plat shall be considered for final action by the ~~subdivision advisory committee~~ Planning and Development Director until it has been reviewed and certified by the city engineer to be in conformance with this chapter. The ~~subdivision advisory committee~~ Planning and Development Director will review plat certification and then act for approval or disapproval.
- (e) ~~After the subdivision advisory committee action, the~~ The Planning and Development Director shall mark two copies of the pertinent ~~final~~ plat materials in conformance with the ~~committee's~~ his or her action, keeping one set for the city's files and making the other available to the developer. The ~~city manager~~ Planning and Development Director shall then notify the developer of the ~~committee's~~ his or her action in writing acknowledging receipt of the plat or plat resubmittal and identifying any missing documents or information necessary to process the plat or replat submittal. The meaning of the ~~committee's~~ Planning and Development Director action shall be as follows:
 - (1) Approval. The term "~~subdivision advisory committee~~ Planning and Development Director approval" means a ~~recommendation to the city council at its next scheduled meeting~~ the final plat is approve and in compliance with this chapter.
 - (2) Disapproval. The term "disapproval" means denial of the present final plat as it is not in compliance with this chapter. The Planning and Development Director shall then notify the developer in writing the reasons for declining to approve the submittal. The written notice must identify all areas of noncompliance and include specific citations to each requirement the plat or replat submittal fails to meet.



CITY OF CLERMONT
ORDINANCE NO. 2025-029

(3) Conditional approval. The term "conditional approval" means the developer may proceed as outlined in subsection (e)(1) of this section, but only after the satisfaction of the requirements listed in the written notice. The Planning and Development Director will notify the developer in writing when conditions are met. Conditional approval grants the developer a maximum time period of 12 months within which to submit the plat for approval, unless a time extension is requested by the developer. Within this period, no substantial changes shall be made in the approved preliminary plan.

~~(f) No plat shall be considered for action by the city council until it has met the requirements of this chapter.~~

~~(g)~~(f) No building shall be erected on a lot or parcel of land subject to this chapter, nor shall any building or development use permit be issued therefor, unless such lot or parcel is within a subdivision for which a plat has been recorded and the required improvements have been installed and approved by the ~~city~~ Planning and Development Director with the exception of model homes and model home centers permitted in conformance with chapter 125. Buildings may be constructed concurrently with the construction of the subdivision improvements required by this chapter if a bond acceptable to the city has been posted. Such buildings shall not be issued a certificate of occupancy until all the required improvements have been completed and approved by the ~~city~~ Planning and Development Director.

SECTION 6: AMENDING SECTION 119-229

The Land Development Code Chapter 119, “Subdivisions,” Article IV “Design Standards,” Division 2 “Roadway, Streets and Alleys,” Sec 119-229 “Layout,” is hereby amended to read as follows:

(4) A minimum of two points of access shall be provided into each subdivision of 25 lots or more. Where adjoining existing development or other land development code requirements preclude the development of two public street access points, an unobstructed drivable accessway may be substituted upon approval of the ~~subdivision advisory committee~~ Planning and Development Director.

SECTION 7: AMENDING SECTION 119-231

The Land Development Code Chapter 119, “Subdivisions,” Article IV, “Design Standards,” Division 2, “Roadway, Streets and Alleys,” Sec. 119-231 “Road construction and design standards,” is hereby amended to read as follows:

Basic construction and design requirements for roads shall incorporate the following listed items. See the adopted city construction standards for detailed specifications.



CITY OF CLERMONT
ORDINANCE NO. 2025-029

- (1) *Subbase, base and pavement.* Roadway pavement at a minimum shall consist of two inches of asphalt over a six-inch limerock base, over a 12-inch compacted subbase. Alternative concrete pavements may be approved pursuant to review and consent of the city engineer and ~~subdivision advisory committee~~ Planning and Development Director.

- (4) *Bikeways.* Bikeways shall be constructed on each side of all arterial or collector roads, or at other locations as designated by directive of the comprehensive plan and subsequent studies required pursuant thereto. Where the bikeways are not incorporated as a part of the physical road system, concrete bikeways may be utilized as an option when approved by the ~~subdivision advisory committee~~ Planning and Development Director.

SECTION 8: AMENDING SECTION 119-310

The Land Development Code Chapter 119, “Subdivisions,” Article V, “Required Improvements,” Sec. 119-310, “Sidewalks,” is hereby amended to read as follows:

- (a) Each sidewalk shall be located within, and in parallel alignment with, the street right-of-way, except in such instances where it is deemed advisable by the ~~subdivision advisory committee~~ Planning and Development Director that the sidewalk be relocated or realigned due to unusual circumstances existing on the site or in an effort to save trees from impacts of development. Sidewalks shall be constructed five feet wide and four inches thick, except through driveways, where six inches of material is required. Standard construction shall provide a one-quarter inch rise per one-foot run from the front of the sidewalk to the rear of the sidewalk.
- (b) Sidewalks, including attendant driveways, shall be constructed prior to issuance of a certificate of occupancy on family dwellings or other structural improvements on the lot.

SECTION 9: AMENDING SECTION 119-313

The Land Development Code Chapter 119, “Subdivisions,” Article V “Required Improvements,” Sec. 119-313 “Telephone service, television cable service and other utilities,” are hereby amended to read as follows:

The developer shall be responsible for the installation of telephone, television cable and any other utility lines, with all lines to be constructed underground, unless otherwise permitted upon review and approval of the ~~subdivision advisory committee~~ Planning and Development Director and city engineer. General criteria shall be as follows:



CITY OF CLERMONT
ORDINANCE NO. 2025-029

SECTION 10: CONFLICT

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

SECTION 11: 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 12: CODIFICATION

The text of Section 2 to 9 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 13: 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 14: 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. 2025-029

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 12th day of August, 2025.

CITY OF CLERMONT, FLORIDA

Tim Murry, Mayor

ATTEST

Tracy Ackroyd Howe, MMC
City Clerk

APPROVED AS TO FORM AND LEGALITY

Christian W. Waugh, City Attorney

Order Confirmation

Not an Invoice

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

Date:	07/17/2025
Order Number:	11500125
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	71.0000
Height in Inches:	5.8800

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	07/28/2025 - 07/28/2025	Govt Public Notices
LEE dailycommercial.com	1	07/28/2025 - 07/28/2025	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	\$114.18
Tax Amount	\$0.00
Service Fee 3.99%	\$4.56
Cash/Check/ACH Discount	-\$4.56
Payment Amount by Cash/Check/ACH	\$114.18
Payment Amount by Credit Card	\$118.74

Order Confirmation Amount	\$114.18
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Ad Preview

LEGAL NOTICE

On Tuesday, August 12, 2025 at 3:00 PM the Clermont City Council will consider the proposed ordinance to allow for the amendment of the City Code, Chapter 119, Article I; Article III, Divisions 2, 3, and 4; Article IV, Division 2; Article V.

ORDINANCE NO. 2025-029

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING CHAPTER 119, SECTION 119-123, TO ESTABLISH AN EXPEDITED BUILDING PERMIT ISSUANCE PROCESS FOR RESIDENTIAL SUBDIVISION PLATS PURSUANT TO SECTION 173.073, FLORIDA STATUTES; AMENDING CHAPTER 119 OF THE CITY CODE TO REQUIRE APPROVAL OF PLAT SUBMITTALS WITHIN THE CITY LIMITS BY AN ADMINISTRATIVE AUTHORITY, AND TO INCORPORATE OTHER STATUTORY REQUIREMENTS PURSUANT TO SECTION 177.071, FLORIDA STATUTES; 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 A/M and 5:00 P.M.

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

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you 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
July 28, 2025

11500125 7/28/2025



CITY OF CLERMONT
ORDINANCE NO. 2025-029

BUSINESS IMPACT ESTIMATE

TO: Mayor Murry and Council Members

FROM: Planning and Development Services/ Curt Henschel

DATE: July 18, 2025

SUBJECT: Ordinance No. 2025-029 – Plat Ordinance

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 No. 2025-029 is proposed to be adopted by the City on August 12, 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 2025-029

The proposed ordinance is to amend the Platting process to add preliminary plat to the process to allow developers the choice for the expedited residential subdivision building permits as stated in F.S. 177.073.

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.

The only businesses that would be affected by the proposed ordinance are land development companies and housing development businesses who would be required to pay any costs associated with the additional process of preliminary plat, including the City’s fees and the outside Engineer’s reviewing fees.

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

The developer or homebuilder will only acquire new charges if they choose to do the preliminary plat process in order to obtain expedited residential subdivision building permits.

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.

Land development businesses will likely be the only businesses impacted by the ordinance. Many of these businesses are large national homebuilders whose corporate offices reside outside the City of Clermont. The exact number of businesses that will be impacted in the future is unknown.

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

No additional information



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, July 29, 2025		
Agenda Item Name		
Resolution No. 2025-021R <i>Plat Approval</i>		
Requested Action		
Staff Report		
Staff is proposing an amendment to the plat process as a result of the new Florida Senate Bill 784 and Bill 814. This expedites the process for building permits and plat approvals.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	2025-021R Plat Approval to DS (07.17.2025)	2025-021R Plat Approval to DS (07.17.2025).pdf



CITY OF CLERMONT
RESOLUTION NO. 2025-021R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR INTERIM PROCEDURES FOR PRELIMINARY PLAT AND FINAL PLAT APPROVAL; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION, AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

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

WHEREAS, on May 20, 2024, Senate Bill 812 was signed by the Governor, creating section 177.073, Florida Statutes, effective July 1, 2024, requiring that local governments establish a process to expedite the issuance of building permits for residential subdivisions prior to recording a final plat; and

WHEREAS, on June 20, 2025, Senate Bill 784 was signed by the Governor, amending section 177.071, Florida Statutes, effective July 1, 2025. Section 177.071, Florida Statutes, was amended to require that certain plat or replat submittals be administratively approved with no further action by certain entities under certain circumstances and requiring the governing body of a municipality to designate an administrative authority to receive, review, and process plat or replat submittals; and

WHEREAS, the City Council intends to amend the city code to conform with the requirements mandated by section 177.071 and 177.073, Florida Statutes; and

WHEREAS, pending formal adoption of such amendments to the city code, the City Council finds it necessary and appropriate to implement interim procedures to ensure consistency with the revised state law; and

NOW, THEREFORE, be it resolved by the City Council of the City of Clermont, Lake County, Florida, that:

SECTION 1: INTERIM PRELIMINARY PLAT AUTHORITY

Until such time as the City Council formally adopts an ordinance amending the city code to reflect section 177.071's new requirements, the Planning and Development Director shall assume all duties and responsibilities previously assigned to the City Manager under Sections 119-120 and 119-143 of the city code. This delegation includes all procedural functions related to the review, processing, and administration of preliminary plats and plans.

SECTION 2: INTERIM FINAL PLAT APPROVAL AUTHORITY

Until such time as the City Council formally adopts an ordinance amending the city code to reflect section 177.073's new requirements, the Planning and Development Director is hereby designated as the administrative authority responsible for all final plat and replat review, approval, conditional approval, or disapproval. This authority includes all responsibilities and procedural functions



CITY OF CLERMONT
RESOLUTION NO. 2025-021R

previously delegated to the subdivision advisory committee under Sections 119-172, 119-229, 119-231, 119-310, and 119-313 of the city code.

SECTION 3: CONFLICT

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

SECTION 4: SEVERABILITY

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

SECTION 5: ADMINISTRATIVE CORRECTION

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

SECTION 6: PUBLICATION AND EFFECTIVE DATE

This Resolution shall take effect immediately upon its adoption.



CITY OF CLERMONT
RESOLUTION NO. 2025-021R

NOW, THEREFORE, BE IT RESOLVED, that the above said resolution of the City Council of the City of Clermont, Lake County, Florida be adopted on this 29th day of July, 2025.

CITY OF CLERMONT, FLORIDA

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality

Christian W. Waugh, City Attorney