



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

3:00 PM, Tuesday, February 24, 2026

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

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PROCLAMATION

Miss Teen Florida

Arbor Day

PRESENTATIONS

Quarterly Budget Report Fiscal Year 2026 Quarter 1

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 February 10, 2026 Council Meeting minutes.

Item No. 2 - Surplus Request

Consider declaring end-of-life inventory as surplus from the City Manager, Information Technology, Finance, and Environmental Services Departments and provide disposal per the Procurement Policy.

Item No. 3 - Bid Award
Firefighter Equipment

Consider awarding bid to AEST Fire and Safety Inc., Firefighter One LLC., Matheny Fire & Emergency, Municipal Equipment Company LLC., North America Fire Equipment Company, Inc., Team Equipment, Inc., TechnicalRescue.com, Inc., Ten-8 Fire & Safety LLC., and W.S. Darley & Co. to purchase equipment for Ladder 102 in the total budgeted amount of \$240,647.

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Item No. 4 - Piggyback Purchase Approval
Public Services Sanitation Trucks

Consider approval under the Florida Sheriffs Association Contract No. FSA25-VEH23.0 with Container Systems & Equipment CO., Inc. to purchase two (2) 2024 Battle Raider LET2 Low-Entry with Loadmaster Eclipse collection trucks for the amount of \$753,775.

Item No. 5 - Task Order
Road Reconstruction

Consider Task Order approval with Halff Associates, Inc. to provide civil engineering and surveying services to complete Bloxam Avenue for a total budgeted amount of \$250,515.

Item No. 6 - Land Purchase & Grant Acceptance
15817 Old Hwy 50

Consider purchasing land for a ground storage tank in the budgeted amount of \$1,100,000.

UNFINISHED BUSINESS

Item No. 7 - Ordinance No. 2025-039 *Final*
Ivey Ridge LSCPA

Consider the land use change from Lake County Urban Low to City of Clermont Low Density Residential.

Item No. 8 - Ordinance No. 2025-040 *Final*
Ivey Ridge Rezoning

Consider zoning change from Lake County Planned Unit Development to City of Clermont Planned Unit Development.

NEW BUSINESS

Item No. 9 - Variance Request
1222 5th Street

Consider two variance requests to allow for a side yard setback and a rear yard setback to be less than the required amount for a storage building to be installed.

Item No. 10 - Resolution No. 2026-006R
FDEP SRF Program

Consider approval to submit a \$15.6 million loan application (50% principal forgiveness) and acceptance for Drinking Water Capital Projects.

Item No. 11 - Ordinance No. 2026-012 *Intro*
Vacate ROW Amendment

Consider amendment of right-of-way vacation for a portion of Short Street.

REPORTS

ADJOURN

**CITY OF CLERMONT
CITY COUNCIL MEETING
CLERMONT CITY HALL
AGENDA
3:00 PM, Tuesday, February 24, 2026**

Public Notice

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

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

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

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in this proceeding may contact the Office of the City Clerk at (352) 241-7331 (Voice) no later than two (2) business days prior to the 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, Noelle Schnacky is a Clermont resident and lifelong Central Florida native who currently serves as *Miss Florida's Teen* for the Miss America Organization, representing the City of Clermont at the state and national levels; and

Whereas, Ms. Schnacky is the founder and president of *Hope for Heart Kids*, a 501(c)(3) nonprofit organization supporting children and families affected by congenital heart defects through educational outreach and hospital book distributions reaching 18 states and three countries, including Central Florida; and

Whereas, Ms. Schnacky has been honored for her leadership and advocacy at both the local and national levels, including recognition as a Lake & Style 40 Under 40 honoree and a Top 7 Community Service Achievement finalist at Miss America's Teen; and

Whereas, Ms. Schnacky serves as an American Heart Association Youth Ambassador, promoting cardiovascular health education, CPR awareness, and heart-healthy lifestyles through schools, community events, and public outreach; and

Whereas, Ms. Schnacky's service and leadership exemplify the City of Clermont's commitment to youth leadership, civic engagement, and public health, and highlight the positive impact of Clermont residents beyond the community.

Now, Therefore, I, Tim Murry, Mayor of the City of Clermont in the State of Florida, do hereby recognize and commend her for her outstanding service, leadership, and dedication to improving the lives of others:

Noelle Schnacky

In Witness Whereof, I have hereunto set my hand and caused the Great Seal of the City of Clermont to be affixed this 24th Day of February in the year Two Thousand and Twenty-Six.

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

PROCLAMATION

Whereas, in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

Whereas, Arbor Day was observed in Florida on January 17, 2026 due to the winter dormancy of trees and the ease in planting and transplanting; and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

Whereas, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

Whereas, the City of Clermont wishes to acknowledge its commitment to the preservation of nature and its long established history as a Tree City USA by recognizing the celebration of Arbor Day;

Now, Therefore, I, Tim Murry, Mayor of the City of Clermont in the State of Florida, do hereby proclaim the 17th Day of January, Two Thousand and Twenty Six as:

Florida Arbor Day

In Witness Whereof, I have hereunto set my hand and caused the Great Seal of the City of Clermont to be affixed this 24th Day of February in the year Two Thousand and Twenty Six.

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 24, 2026		
Agenda Item Name		
Quarterly Budget Report Fiscal Year 2026 Quarter 1		
Requested Action		
Informational — No Action Required		
Staff Report		
Please find below the link to the 1st Quarter Budget Report, which represents activity from October 1st, 2025 through December 31st, 2025. A hard copy of the report is attached to the packet. The full report is available on the Finance Department section of the city's website. 1st Quarter Budget Report Link		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. FY 2025-2026 1st Quarter Budget Report (2)	FY 2025-2026 1st Quarter Budget Report (2).pdf	

FY 2025-2026 1st Quarter Budget Report

10/01/2025 - 12/31/2025

Executive Summary

The Quarterly Budget Report presents the results of financial activity at the 25% point of the fiscal year, and includes activity from October 1, 2025 – December 31, 2025. Please note that Budget Amendments #1 was adopted by the City Council in February, it has not been included in this first quarter report.

The report is presented in three sections:

1. Citywide presentations, by Fund Type
2. General Fund Presentation, with Revenues by Type and Expenses by Department
3. Fund Balances table (unaudited)

The web version of the report begins at the highest level, with "drill down" capability that will be displayed during the City Council presentation. Graphs are displayed with three years of historical comparisons, along with budgeted data for the current year. Historical years display data "as of" the end of the quarter in the applicable year, thereby providing a year-over-year comparison. Graphs with "Year-to-Date" (YTD) percentage calculations are displayed in relation to the "Revised Budget" data.

Analysis of Revenues

First quarter reports are heavily influenced and skewed due to the collection and distribution schedule of Ad Valorem Taxes, which is the largest budgeted revenue source for the city at \$28.3 million. Through December, the city has already received 78% or \$22.0 million. Year to date this represents 76.7% of all receipts in the General Fund, and 47.9% of all citywide receipts..

Revenue collected for the enterprise funds (Water, Sewer, Stormwater, Sanitation) as a whole are at 25% of budget. The overall collection percentage is helped by the collection of impact fees outpacing the budgeted pace. Water Impact Fee Fund collections have received 39% of the budget total, and Sewer Impact Fee Fund collections are at 49%. However, the primary revenue account for these funds (Charges for Services) are slightly lagging behind the 25% mark through December. Staff will monitor the progress through the second quarter.

Analysis of Expenditures

As seen on the "Expenses by Fund Type" section, citywide expenses year to date are 18% of budget at the end of the first quarter.

General Fund expenses at the conclusion of the first quarter are 19% of budget. All department groups are below budget at this point, including Public Safety which has spent \$8.6 million (21%) of the \$41.4 million budget. All operations expense categories are below 25%, including Personnel Services at 18%. Capital spending is ahead of budget at 40%. However, this reflects encumbered funds authorized by City Council due to the lead time of vehicle delivery.

Enterprise Funds overall expenses at the conclusion of the first quarter are 18% of budget. Of the six enterprise funds, only the Stormwater Fund exceeds the 25% mark. This is due to early conclusion of a capital project and the December debt service payment.

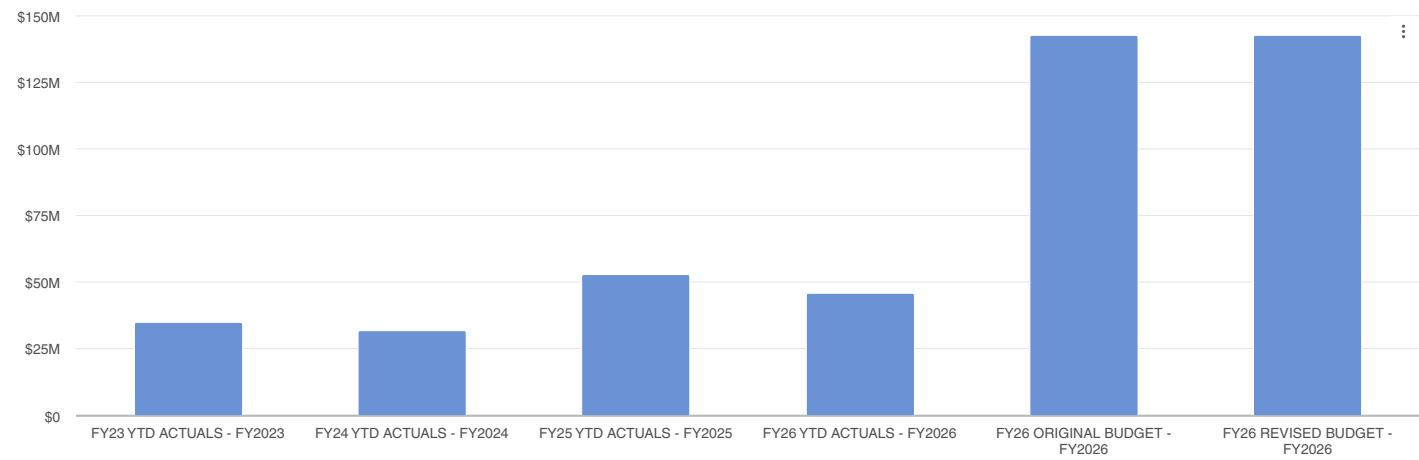
Summary

Budget performance during the first quarter was typical for city operations. Year-to-date budget variances, when existing, was due to the seasonality impact of revenue distributions or encumbered capital projects. Personnel expenses and other operating expense categories are below 25% across all departments. As a result, initially it appears the adopted budget projections are solid.

Citywide - Revenues and Expenditures

	FY23 YTD ACTUALS	FY24 YTD ACTUALS	FY25 YTD ACTUALS	FY26 YTD ACTUALS	FY26 ORIGINAL BUDGET	FY26 REVISED BUDGET
	FY2023	FY2024	FY2025	FY2026	FY2026	FY2026
Revenues						
GENERAL FUND	\$22,468,673	\$10,670,113	\$29,878,367	\$28,674,893	\$58,474,830	\$58,474,830
SPECIAL REVENUE FUNDS	\$1,884,854	\$7,631,373	\$6,372,837	\$2,485,505	\$12,378,350	\$12,378,350
DEBT SERVICE FUNDS	\$710,537	\$703,843	\$1,221,415	\$720,159	\$3,615,778	\$3,615,778
CAPITAL PROJECTS & EXPENDITURES FUND	\$36,296	\$50,048	\$51,233	\$39,815	\$12,785,000	\$12,785,000
ENTERPRISE FUNDS	\$7,588,918	\$10,565,133	\$12,828,686	\$11,647,875	\$46,109,576	\$46,109,576
INTERNAL SERVICE FUNDS	\$1,580,322	\$1,951,874	\$1,939,686	\$1,798,369	\$8,201,900	\$8,201,900
CUSTODIAL FUNDS	\$656,445	\$358,241	\$459,860	\$514,678	\$977,732	\$977,732
REVENUES TOTAL	\$34,926,045	\$31,930,626	\$52,752,083	\$45,881,294	\$142,543,166	\$142,543,166
Expenses						
GENERAL FUND	\$7,449,356	\$10,946,962	\$9,887,857	\$12,545,675	\$64,427,184	\$64,427,184
SPECIAL REVENUE FUNDS	\$1,953,064	\$3,637,616	\$1,449,063	\$1,364,999	\$16,308,593	\$16,308,593
DEBT SERVICE FUNDS	\$2,526,012	\$2,552,716	\$7,428,636	\$3,783,886	\$3,603,777	\$3,603,777
CAPITAL PROJECTS & EXPENDITURES FUND	\$2,350,456	\$406,042	-\$75,229	\$202,748	\$20,436,122	\$20,436,122
ENTERPRISE FUNDS	\$6,557,826	\$8,241,993	\$9,447,058	\$9,142,478	\$49,850,124	\$49,850,124
INTERNAL SERVICE FUNDS	\$1,133,339	\$1,335,068	\$1,571,184	\$1,726,843	\$8,072,391	\$8,072,391
CUSTODIAL FUNDS	\$68,170	\$26,885	\$57,205	\$48,153	\$977,732	\$977,732
EXPENSES TOTAL	\$22,038,223	\$27,147,282	\$29,765,774	\$28,814,782	\$163,675,923	\$163,675,923

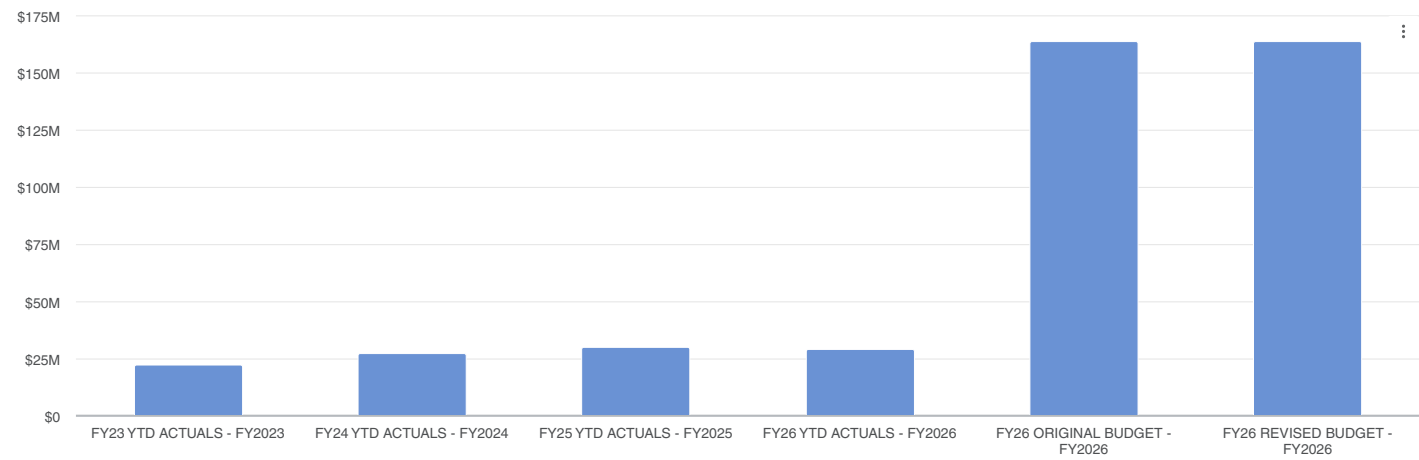
Revenues by Fund Type



Data Updated: Feb 15, 2026, 7:08 AM

	FY23 YTD ACTUALS	FY24 YTD ACTUALS	FY25 YTD ACTUALS	FY26 YTD ACTUALS	FY26 ORIGINAL BUDGET	FY26 REVISED BUDGET	
	FY2023	FY2024	FY2025	FY2026	FY2026	FY2026	FY2026 %
REVENUES BY FUND							
GENERAL FUND	\$22,468,673	\$10,670,113	\$29,878,367	\$28,674,893	\$58,474,830	\$58,474,830	49%
SPECIAL REVENUE FUNDS	\$1,884,854	\$7,631,373	\$6,372,837	\$2,485,505	\$12,378,350	\$12,378,350	20%
DEBT SERVICE FUNDS	\$710,537	\$703,843	\$1,221,415	\$720,159	\$3,615,778	\$3,615,778	20%
CAPITAL PROJECTS & EXPENDITURES FUND	\$36,296	\$50,048	\$51,233	\$39,815	\$12,785,000	\$12,785,000	0%
ENTERPRISE FUNDS	\$7,588,918	\$10,565,133	\$12,828,686	\$11,647,875	\$46,109,576	\$46,109,576	25%
INTERNAL SERVICE FUNDS	\$1,580,322	\$1,951,874	\$1,939,686	\$1,798,369	\$8,201,900	\$8,201,900	22%
CUSTODIAL FUNDS	\$656,445	\$358,241	\$459,860	\$514,678	\$977,732	\$977,732	53%
REVENUES BY FUND TOTAL	\$34,926,045	\$31,930,626	\$52,752,083	\$45,881,294	\$142,543,166	\$142,543,166	32%

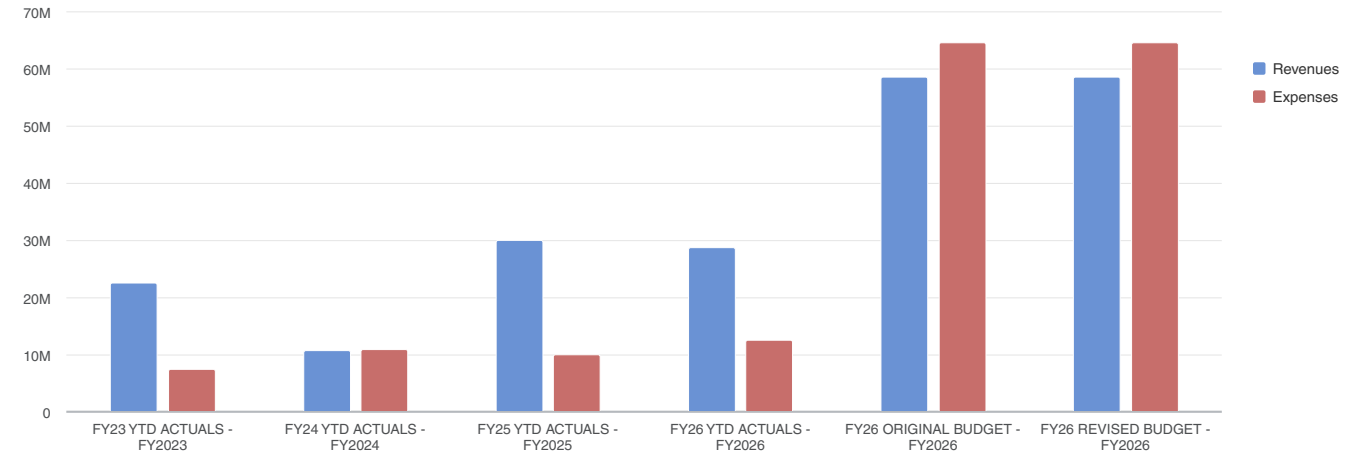
Expenditures by Fund Type



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	FY23 YTD ACTUALS	FY24 YTD ACTUALS	FY25 YTD ACTUALS	FY26 YTD ACTUALS	FY26 ORIGINAL BUDGET	FY26 REVISED BUDGET	
	FY2023	FY2024	FY2025	FY2026	FY2026	FY2026	FY2026 %
EXPENDITURES BY FUND							
GENERAL FUND	\$7,449,356	\$10,946,962	\$9,887,857	\$12,545,675	\$64,427,184	\$64,427,184	19%
SPECIAL REVENUE FUNDS	\$1,953,064	\$3,637,616	\$1,449,063	\$1,364,999	\$16,308,593	\$16,308,593	8%
DEBT SERVICE FUNDS	\$2,526,012	\$2,552,716	\$7,428,636	\$3,783,886	\$3,603,777	\$3,603,777	105%
CAPITAL PROJECTS & EXPENDITURES FUND	\$2,350,456	\$406,042	-\$75,229	\$202,748	\$20,436,122	\$20,436,122	1%
ENTERPRISE FUNDS	\$6,557,826	\$8,241,993	\$9,447,058	\$9,142,478	\$49,850,124	\$49,850,124	18%
INTERNAL SERVICE FUNDS	\$1,133,339	\$1,335,068	\$1,571,184	\$1,726,843	\$8,072,391	\$8,072,391	21%
CUSTODIAL FUNDS	\$68,170	\$26,885	\$57,205	\$48,153	\$977,732	\$977,732	5%
EXPENDITURES BY FUND TOTAL	\$22,038,223	\$27,147,282	\$29,765,774	\$28,814,782	\$163,675,923	\$163,675,923	18%

General Fund

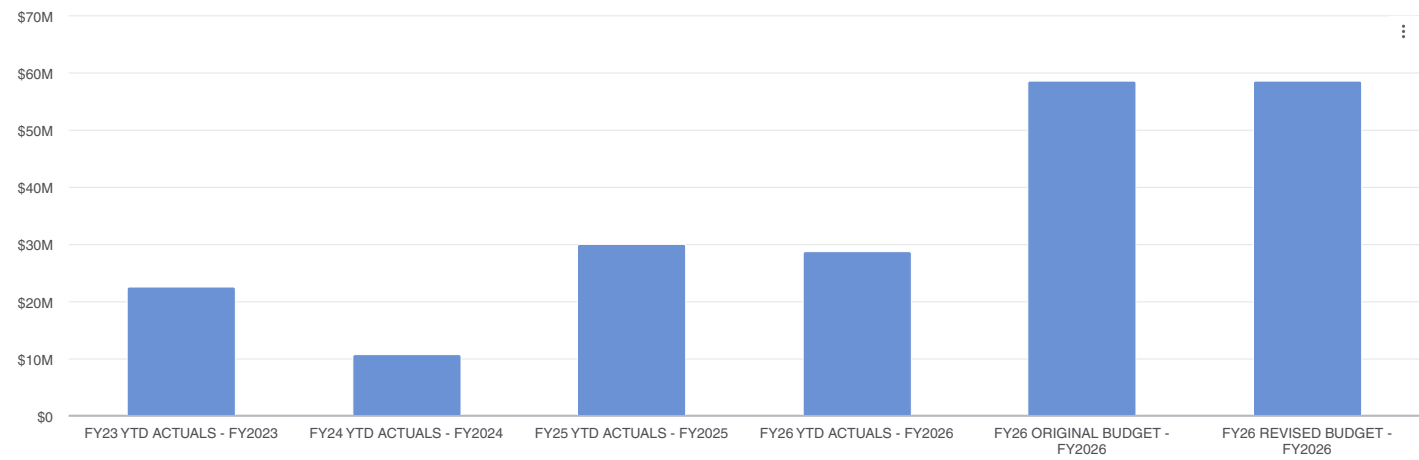


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General Fund - Revenues and Expenditures

	FY23 YTD ACTUALS	FY24 YTD ACTUALS	FY25 YTD ACTUALS	FY26 YTD ACTUALS	FY26 ORIGINAL BUDGET	FY26 REVISED BUDGET
	FY2023	FY2024	FY2025	FY2026	FY2026	FY2026
Revenues						
GENERAL GOVERNMENT TAXES	\$18,789,102	\$6,197,791	\$24,800,265	\$23,585,987	\$36,242,540	\$36,242,540
PERMITS, FEES & SPECIAL ASSMTS	\$776,950	\$415,271	\$917,771	\$858,040	\$4,768,500	\$4,768,500
INTERGOVERNMENTAL REVENUES	\$1,139,062	\$1,717,889	\$1,262,334	\$1,396,607	\$6,822,200	\$6,822,200
CHARGES FOR SERVICES	\$457,970	\$891,854	\$1,085,493	\$1,084,815	\$3,705,804	\$3,705,804
JUDGMENTS, FINES, AND FORFEITS	\$54,205	\$38,157	\$14,410	\$10,974	\$105,000	\$105,000
MISCELLANEOUS REVENUES	\$682,040	\$840,401	\$844,908	\$873,738	\$3,437,336	\$3,437,336
OTHER FINANCING SOURCES	\$569,345	\$568,750	\$953,184	\$864,732	\$3,393,450	\$3,393,450
REVENUES TOTAL	\$22,468,673	\$10,670,113	\$29,878,367	\$28,674,893	\$58,474,830	\$58,474,830
Expenses						
GENERAL GOVERNMENT SERVICES	\$1,025,546	\$1,210,103	\$1,267,487	\$1,612,588	\$8,834,940	\$8,834,940
PUBLIC SAFETY	\$4,643,016	\$7,197,247	\$5,986,528	\$8,615,074	\$41,444,823	\$41,444,823
PUBLIC WORKS	\$783,997	\$985,807	\$1,424,104	\$1,124,842	\$6,502,747	\$6,502,747
ECONOMIC DEVELOPMENT	\$18,458	\$24,592	\$20,947	\$34,651	\$154,100	\$154,100
HUMAN SERVICES	\$212,199	\$269,938	\$273,603	\$261,277	\$1,270,801	\$1,270,801
CULTURE & RECREATION	\$711,522	\$853,682	\$788,456	\$843,137	\$5,603,351	\$5,603,351
OTHER FINANCING USES	\$54,618	\$405,592	\$126,732	\$54,106	\$616,422	\$616,422
EXPENSES TOTAL	\$7,449,356	\$10,946,962	\$9,887,857	\$12,545,675	\$64,427,184	\$64,427,184

General Fund - Revenues by Category

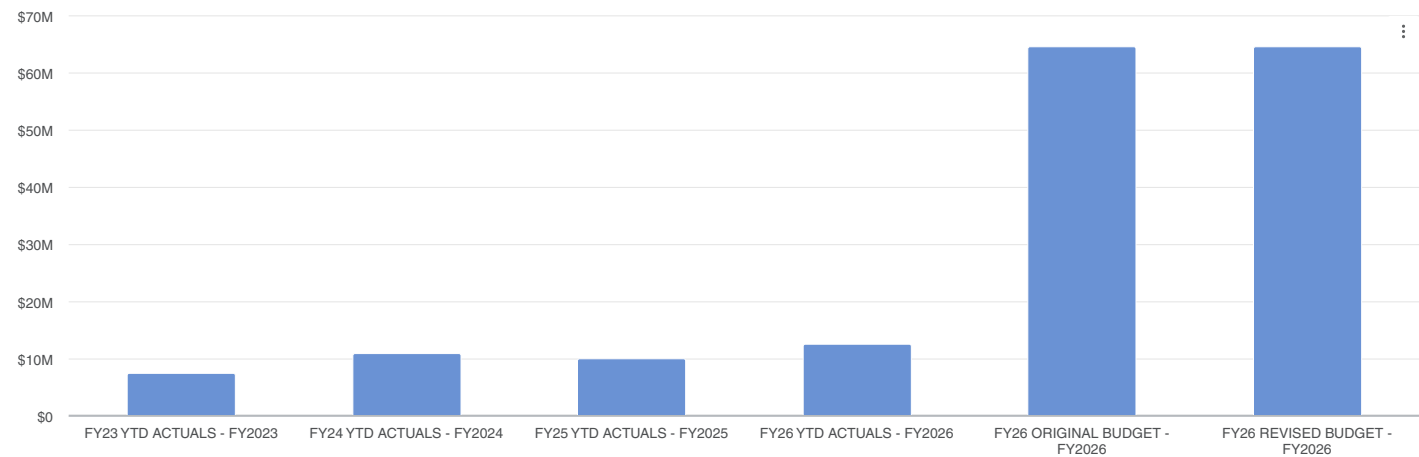


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100 General Fund

	FY23 YTD ACTUALS	FY24 YTD ACTUALS	FY25 YTD ACTUALS	FY26 YTD ACTUALS	FY26 ORIGINAL BUDGET	FY26 REVISED BUDGET	
	FY2023	FY2024	FY2025	FY2026	FY2026	FY2026	FY2026 %
Revenues							
GENERAL GOVERNMENT TAXES	\$18,789,102	\$6,197,791	\$24,800,265	\$23,585,987	\$36,242,540	\$36,242,540	65%
PERMITS, FEES & SPECIAL ASSMTS	\$776,950	\$415,271	\$917,771	\$858,040	\$4,768,500	\$4,768,500	18%
INTERGOVERNMENTAL REVENUES	\$1,139,062	\$1,717,889	\$1,262,334	\$1,396,607	\$6,822,200	\$6,822,200	20%
CHARGES FOR SERVICES	\$457,970	\$891,854	\$1,085,493	\$1,084,815	\$3,705,804	\$3,705,804	29%
JUDGMENTS, FINES, AND FORFEITS	\$54,205	\$38,157	\$14,410	\$10,974	\$105,000	\$105,000	10%
MISCELLANEOUS REVENUES	\$682,040	\$840,401	\$844,908	\$873,738	\$3,437,336	\$3,437,336	25%
OTHER FINANCING SOURCES	\$569,345	\$568,750	\$953,184	\$864,732	\$3,393,450	\$3,393,450	25%
REVENUES TOTAL	\$22,468,673	\$10,670,113	\$29,878,367	\$28,674,893	\$58,474,830	\$58,474,830	49%

General Fund - Expenditures by Department



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100 General Fund

	FY23 YTD ACTUALS	FY24 YTD ACTUALS	FY25 YTD ACTUALS	FY26 YTD ACTUALS	FY26 ORIGINAL BUDGET	FY26 REVISED BUDGET	
	FY2023	FY2024	FY2025	FY2026	FY2026	FY2026	FY2026 %
EXPENDITURES							
GENERAL GOVERNMENT SERVICES	\$1,025,546	\$1,210,103	\$1,267,487	\$1,612,588	\$8,834,940	\$8,834,940	18%
PUBLIC SAFETY	\$4,643,016	\$7,197,247	\$5,986,528	\$8,615,074	\$41,444,823	\$41,444,823	21%
PUBLIC WORKS	\$783,997	\$985,807	\$1,424,104	\$1,124,842	\$6,502,747	\$6,502,747	17%
ECONOMIC DEVELOPMENT	\$18,458	\$24,592	\$20,947	\$34,651	\$154,100	\$154,100	22%
HUMAN SERVICES	\$212,199	\$269,938	\$273,603	\$261,277	\$1,270,801	\$1,270,801	21%
CULTURE & RECREATION	\$711,522	\$853,682	\$788,456	\$843,137	\$5,603,351	\$5,603,351	15%
OTHER FINANCING USES	\$54,618	\$405,592	\$126,732	\$54,106	\$616,422	\$616,422	9%
EXPENDITURES TOTAL	\$7,449,356	\$10,946,962	\$9,887,857	\$12,545,675	\$64,427,184	\$64,427,184	19%

Citywide - Quarter-To-Date Fund Balance (Unaudited)

This informational data table reflects the unrestricted portion of fund balances/net position of all funds. Unrestricted Fund Balance represents the discretionary amount available to City Council, meaning that they are not assigned or committed to a specific project or purpose. In regards to the General Fund, please note the city's "Fund Balance Policy" is not accounted for within the data.

The beginning fund balance number is unaudited as of December 31st. Users should note the differences between the "Current Fund Balance" column and the "Projected Ending Fund Balance" column. This variance reflects the difference between the year-to-date activity and the projected outcome for the fiscal year.

	BEG. FUND BALANCE (UNAUDITED)	REVENUE YTD ACTUAL	EXPENSE YTD ACTUAL			PROJECTED ENDING FUND BALANCE
	FY2026	FY2026	FY2026	CURRENT NET CHANGE	CURRENT FUND BALANCE	FY2026
FUND						
100 - GENERAL FUND	\$26,307,406	\$28,674,893	\$12,545,675	\$16,129,219	\$42,436,625	\$20,355,052
10A - POLICE ASSET FORFEITURE FUND	\$191,818	\$20,205	-	\$20,205	\$212,023	\$151,318
10T - TREE FUND	\$1,018,036	\$6,714	-	\$6,714	\$1,024,750	\$768,036
110 - BUILDING SERVICES FUND	\$2,921,961	\$428,074	\$426,290	\$1,784	\$2,923,745	\$2,662,511
120 - INFRASTRUCTURE FUND	\$4,654,055	\$727,723	\$512,406	\$215,317	\$4,869,372	\$5,167,081
130 - CEMETERY FUND	\$925,175	\$42,679	\$78,794	-\$36,114	\$889,061	\$819,888
140 - REC IMPACT FEE FUND	\$8,595,229	\$792,915	\$271,042	\$521,874	\$9,117,103	\$7,931,672
150 - POLICE IMPACT FEE FUND	\$2,225,915	\$155,243	\$12,050	\$143,192	\$2,369,107	\$2,887,440
160 - FIRE IMPACT FEE FUND	\$5,279,920	\$311,951	\$64,417	\$247,534	\$5,527,454	\$1,493,920
220 - DEBT SERVICE FUND	\$2,843,683	\$708,530	\$2,608,331	-\$1,899,801	\$943,882	\$2,855,684
320 - CAPITAL PROJECTS & EXPENDITURES FUND	\$4,684,562	\$39,815	\$202,748	-\$162,933	\$4,521,629	-\$2,966,560
410 - WATER FUND	\$14,675,464	\$3,509,010	\$2,371,075	\$1,137,936	\$15,813,400	\$10,823,503
420 - SEWER FUND	\$12,883,087	\$3,376,399	\$4,285,116	-\$908,717	\$11,974,370	\$11,212,595
430 - WATER IMPACT FEE FUND	\$4,501,499	\$565,814	\$82,061	\$483,753	\$4,985,252	\$5,068,824
440 - SEWER IMPACT FEE FUND	\$13,523,591	\$2,312,727	\$512,337	\$1,800,390	\$15,323,981	\$15,999,147
450 - STORMWATER FUND	\$1,064,495	\$498,427	\$740,308	-\$241,881	\$822,614	\$1,159,286
490 - SANITATION FUND	\$3,316,095	\$1,385,497	\$1,151,582	\$233,916	\$3,550,011	\$1,960,328
520 - GROUP SELF- INSURANCE FUND	\$6,527,394	\$1,798,369	\$1,726,843	\$71,526	\$6,598,920	\$6,656,903
600 - COMMUNITY REDEVELOPMENT AGENCY FUND	\$1,531,892	\$514,678	\$48,153	\$466,525	\$1,998,417	\$1,531,892
FUND TOTAL	\$117,671,277	\$45,869,665	\$27,639,227	\$18,230,439	\$135,901,716	\$96,538,520

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CALL TO ORDER

The City Council met in a regular meeting on Tuesday, February 10, 2026, at 3:00 pm in the Clermont City Council Chambers. Mayor Murry called the meeting to order at 3:00 pm with the following Council Members present: Council Members Strange, Bain, Myers and Petersen.

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

INVOCATION AND PLEDGE OF ALLEGIANCE

Pastor Jordan of New Jacob Chapel gave the invocation, followed by the Pledge of Allegiance.

PUBLIC COMMENT

Banks Helfrich, 9100 Sams Lake Road - spoke about advocacy and working cooperatively within government.

Kathy Kyle, 335 3rd Street – wanted to speak on agenda items. She was informed to return when the item is discussed.

Joe Fumasi, 2693 Jumping Jack Way – expressed concerns about the Wellness Ridge Community Development District (CDD) budgeting and asked for closer review of the spending of taxpayer and resident funds.

Kurt Schuh – spoke about the importance of upholding oaths of office, maintaining high standards, and treating one another with respect to strengthen the community and local government. He distributed an oath of office.

Vincent Niemiec, Regency Hills – spoke about the widening of Hartwood Marsh Road and requested clarification regarding the rationale for pursuing additional funding, given that the county has already secured a loan for the project.

Mayor Murry closed public comments.

Mayor Murry requested clarification regarding entity responsible for funding the Hartwood Marsh widening and the reason for the differences in the loan amounts mentioned. City Manager Van Wagner explained that the county handled the loan after the city declined to join, so the city is not paying for the road itself, just for moving utilities, which were already budgeted. The loan numbers differed because the costs were updated.

AGENDA CHANGES

City Manager Van Wagner noted there are no changes to 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 January 13, 2026, Council Meeting minutes.

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Item No. 2 – Event and Road Closure Request
Clermont Main Street – March Update

Consider approval of Saturday Food Truck on March 7, 2026, with the time change of road closure 7am–5:30pm.

Item No. 3 – Emergency Purchase Approval and Budget Reallocation
FS No. 2 Temporary Site

Consider emergency purchase approval for temporary facilities to maintain Fire Station 2 operations during renovations and budget reallocation from F.S. 2 Renovation project to Temporary Housing F.S. 2 account

Item No. 4 – Request for Proposal Award
Arts & Recreation Center Cater Svcs.

Consider RFP award and execute a Term Contract with the top ten-ranked vendors to acquire catering and bar services for Clermont ARC.

Item No. 5 – Request for Proposal Award
Pre-employment services

Consider RFP award and execute a Term Contract with Adventist Health System/Sunbelt, Inc. dba AdventHealth Centra Care to provide Medical Examination and Drug/Alcohol Tests.

Item No. 6 – Bid Award
Sanitary Sewer Lateral Rehabilitation

Consider bid award approval to the three lowest responsive and responsible bidders, BLD Services LLC; LMK Pipe Renewal; and Rowland DE LLC, to provide sanitary sewer lateral rehabilitation services.

Item No. 7 – Sole Source Purchase Approval
Ovivo USA, LLC

Consider single/sole source purchase approval from Ovivo USA, LLC for the acquisition of the rebuilding of the aerator gearbox at the WWTP in the total budgeted amount of \$86,338.

Item No. 8 – Resolution No. 2026-004R
FYE 2026 Budget Amendment #1

Consider amending the Fiscal Year 2025-2026 Budget.

Mayor Murry noted that City Attorney Waugh was attending the meeting by phone.

Council Member Bain stated that he had a few questions on two of the items on the consent agenda.

City Attorney Waugh explained that when items are on the consent agenda, Council is allowed to comment on them.

Council Member Strange motioned to allow Council Member Bain five minutes for questions and answer from staff to address consent items. Seconded by Council Member Myers.

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Item No. 3 – Emergency Purchase Approval and Budget Reallocation, FS No. 2 Temporary Site

Council Member Bain requested details from Fire Chief Ezell regarding the location, timeline, and staffing to ensure the public is informed about the situation and its impact.

Fire Chief Ezell stated that the temporary fire station will be set up on the west side of the Arts and Recreation Center parking lot with a trailer for personnel, a cover for the apparatus, and a small shed for gear. The setup and remodeling are expected to take about ten months, with a two-month lead time for the trailer and utility hookups. Apparatus coverage will be adjusted by moving units between stations to maintain service, and if Station Five is ready early, units will be shifted there to get it operational as quickly as possible.

Item No. 4 – Request for Proposal Award, Arts & Recreation Center Cater Svcs.

Council Member Bain asked whether the Arts and Recreation Center currently has approved caterers and if using them would be mandatory under a new process.

Parks and Recreation Director Forman clarified that there is currently one approved caterer, but use of that caterer is not required. Under the proposed process, the list of approved caterers would be expanded, giving renters a choice of multiple approved vendors, but they would still be allowed to bring in any caterer they wish.

Council Member Strange motioned to approve Consent Agenda items 1-8. Seconded by Council Member Myers.

Mayor Murry pulled Consent Agenda items 3 and 4.

Council Member Myers motioned to approve Consent Agenda items 1-2,5-8. Seconded by Council Member Petersen. The motion passed 5-0 with all members present voicing aye.

Item No. 3 – Emergency Purchase Approval and Budget Reallocation, FS No. 2 Temporary Site

Mayor Murry expressed concern in supporting the plan to renovate Station because it is not in the city's best interest, the current location is congested and cramped, and the project is not a well thought out plan compared to building at the Hartwood Marsh location.

Mayor Murry opened public comment.

Vincent Niemiec – expressed that the Hartwood Marsh Road location for Fire Station No. 2 is too congested and impractical.

Mayor Murry closed public comment.

Mayor Murry explained he pulled the item because he believes Hardwood Marsh Road is a better location, citing congestion and poor fit at the current site, and feels city funds could be better used elsewhere.

Council Member Strange motioned to approve item 3. Seconded by Council Member Myers.

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Council Member Bain stated he will support moving forward with the current plan for Fire Station No. 2, acknowledging he initially disagreed, but believes delays or changes now could hurt emergency coverage in surrounding areas.

Council Member Strange stated that the Fire Station plan was carefully designed by staff to ensure all Clermont residents receive a six-minute emergency response, improving safety compared to the previous plan, and stressed it is not a political issue but a matter of public safety.

The motion passed 4-1 with Mayor Murry opposed.

Item No. 4 – Request for Proposal Award, *Arts & Recreation Center Cater Svcs.*

Mayor Murry questioned the new catering policy for the Arts and Recreation Center, raising concerns that it could unfairly add fees for residents selecting their own caterers, seem inconsistent with other city facilities, and may unnecessarily restrict options without improving anything.

Parks and Recreation Director Forman clarified that under the current proposal, renters can use any caterer they choose with no extra fees or penalties for going outside the approved list and noted that the city already has a contract with one vendor, Premier.

Mayor Murry questioned the purpose of the list. Parks and Recreation Director Forman clarified that the vetted caterer list is meant to provide renters with recommended options and promote local businesses, while also generating some revenue for the city.

Mayor Murry opened public comment.

Vincent Niemiec, Regency Hills – stated that a recommended list is helpful and practical since it does not add any extra fees.

Paula Foley, Kings Ridge– questioned the need for a fixed list of recommended caterers and whether implementing such a list could create liability.

Mayor Murry closed public comment.

Discussion focused on the proposed list, emphasizing that it is intended to offer vetted options and clarify fees already charged by the current contractor, Premier, and raised questions about it applying only to the Arts and Recreation Center.

Council Member Bain motioned to approve with additional language to direct staff to make it clear on the application that the renter can use any caterer of choice with no additional fees for that choice.

Motion died for the lack of a second to the motion.

Council Member Strange motioned to approve item 4 as presented. Seconded by Council Member Petersen.

Council Member Bain questioned the council's reluctance to provide clarity on the application. Council Member Myers clarified that the application already makes this clear.

Council Member Petersen called for the vote. Seconded by Council Member Strange.

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The motion passed 4-1 with Mayor Murry opposed.

UNFINISHED BUSINESS

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

Item No. 9 – Ordinance No. 2025-041, *McKinnon Groves LSCPA Final*

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

City Clerk Howe read the ordinance title aloud.

Item No. 10 – Ordinance No. 2025-042, *McKinnon Groves 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 ordinance title aloud.

Development Services Planner Kruse presented the items. Since the project is greater than 50 acres, a large-scale comprehensive plan review was required. The amendment (25-01ESR) was transmitted for comment to the State of Florida, Florida Commerce Department and other state agencies for review in November 2025. The city received five responses from the reviewing agencies; two were “no comment” with one technical clarification of the specific land use category being Clermont Wellness Way North 1, and three comments were no adverse impacts. The land use has been clarified to be Wellness Way North with the number 1 added. Since no substantial comments or objections were received, the city is proceeding forward with the adoption of this request and recommends approval of Ordinance No. 2025-041.

The City, as the applicant, is requesting a rezoning of the Subject property as a follow-up to the staff-initiated annexation request. The property is located south of Hartwood Marsh Road and west of the Lake/Orange County Line and is approximately 357 acres. The property was approved under Planned Unit Development Ordinance No. 2021-36 in Lake County for up to 660 single-family dwelling units along with 520,000 square feet of non-residential use (commercial, office). The project is currently moving forward, and construction activity is starting.

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The property was annexed by City Council on June 10 prior to building permit issuance to capture approximately \$8 million worth of impact fees on the residential portion of the development. No commercial construction has started as of now.

The current zoning of the property within Lake County is Planned Unit Development. The compatible zoning within the city would be Planned Unit Development as well, with the current entitlements captured within the Planned Unit Development. The zoning designation abides by the Wellness Way Community Guidelines regarding implementation. The preliminary plat and final plat for a few phases have been approved by Lake County.

The Planned Unit Development zoning does not propose a conflict between the existing uses and land uses in the area. The transfer of Lake County's Planned Unit Development Ordinance into the City's Planned Unit Development Ordinance is a "like for like" with small adjustments made due to code references (County/City). The Planning and Zoning Commission recommended approval, 4-1, with the added condition that the developer and property owner provided advance burn notification. Additionally, the Commission recommended a secondary irrigation system; however, staff noted that this requirement is already addressed in Section 25 of the Ordinance.

It was recently brought to light with our City Attorney that an existing settlement restriction with adjoining property owners on the southern end of the project had been approved. Based upon this, staff are recommending a condition added to address this. It will be placed on page 8 of the ordinance, under Section 4 item D. Staff recommended approval of the rezoning to Planned Unit Development with the conditions presented and contained in Ordinance NO. 2025-042.

Mayor Murry opened the public hearing.

Brian Blair, Fox Meadow subdivision – endorsed support to add language for the settlement agreement.

Mayor Murry closed the public hearing.

Council Member Strange motioned to approve item 9, Ordinance No. 2025-041. Seconded by Council Member Myers. The motion passed by roll call 5-0 with all members present voicing aye.

Council Member Bain motioned to approve item 10, Ordinance No. 2025-042 with amendments to add staff recommended language to Section 4 item D and added language to Section 13 that written notification goes to owners within 1,000 feet. Seconded by Council Member Strange for discussion.

Council Member Strange asked whether that distance was appropriate and who would be impacted. Fire Chief Ezell said 1,000 feet is generally sufficient for smaller burns, but larger clearing projects may require a broader area, and noted other mitigation tools, like air curtains, can reduce smoke impacts.

There were concerns about setting a fixed notification distance since burn conditions vary and are regulated by the state. Instead, council supported requiring written notice within a radius determined by the Fire Chief, allowing flexibility based on conditions. Fire Chief Ezell agreed to make that determination.

Council Member Bain withdrew his motion.

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Council Member Bain motioned to approve item 10, Ordinance No. 2025-042 with an amendment to add staff recommended language to Section 4 item D.

Council Member Bain amended his motion to approve item 10, Ordinance No. 2025-042 with amendments to add staff recommended language to Section 4 item D and added language to Section 13 that written notice go to the property owners within a distance as designated by the local authority having jurisdiction. Seconded by Council Member Strange. The motion passed by roll call 5-0 with all members present voicing aye.

Item No. 11 – Ordinance No. 2026-002, *Golf Cart Extension Final*

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING CHAPTER 32, STREETS, SIDEWALKS AND OTHER PUBLIC PLACES TO REMOVE THE EXPIRATION DATE; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, THE ADMINISTRATIVE CORRECTION OF SCRIVERNERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

City Clerk Howe read the title aloud.

Development Services Director Kruse presented the item. On February 11, 2025, the City Council approved an ordinance to allow golf carts on City of Clermont roads within a specific boundary with specific requirements. Part of this ordinance also included an expiration date. Section 32-102 (g) within Ordinance 2025-009 lists an expiration date of February 11, 2026, unless extended by City Council. As of December 26, 2025, the City has issued 28 stickers for golf carts to be operated on city roads. Verification with the police department indicates that no incidents have occurred with golf carts in 2025 because of this program.

During the introduction of this ordinance on January 13, 2026, it was motioned and amended by Council to add a three-year timeframe. The ordinance has been updated with this expiration date, February 10, 2029, and is being presented for final consideration. Staff recommended approval of Ordinance No. 2026-002 with the requested expiration date added.

Council Member Strange clarified that this ordinance only addresses granting permission for golf cart use. A separate ordinance defines the specific area where golf carts are allowed.

Mayor Murry opened the public hearing.

Cathy Kyle, 335 3rd Street – spoke in support of the ordinance.

Mayor Murry closed the public hearing.

Council Member Strange motioned to approve Ordinance No. 2026-002. Seconded by Council Member Myers.

Council Member Bain said a future discussion about expanding the golf cart area may be needed, but this item is about allowing golf carts. He confirmed staff recommends approval without an expiration date and said he does not support adding a three-year sunset, as it would create unnecessary uncertainty for residents and businesses.

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Council Member Bain motioned to approve Ordinance No. 2026-002 with the amendment to strike letter G under Section 2 which has the expiration date. Seconded by Council Member Strange for discussion.

Council discussed whether to remove the proposed sunset date from the golf cart ordinance, with some members noting the small number of registered carts and wanting more time and comprehensive plan input before making it permanent. Others argued there have been no issues and that continuing trial periods creates unnecessary uncertainty. The discussion ultimately centered on balancing caution and flexibility with providing stability for residents and businesses.

Deputy City Manager notified Council that there were two motions and two seconds on the floor.

Council Member Bains motion failed by roll call 2-3 with Council Member Strange, Council Member Myers and Council Member Petersen opposed.

Council Member Stranges motion passed by roll call 5-0 with all members present voicing aye.

NEW BUSINESS

Item No. 12 - Resolution No. 2026-001R, *Crab Cakes Conditional Use Permit*

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR A FOOD TRUCK TO OPERATE ON A VACANT PARCEL LOCATED IN THE C-1 LIGHT COMMERCIAL ZONING DISTRICT; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

City Clerk Howe read the title aloud.

Development Services Planner Day presented the resolution. The applicant and property owner, Rick Richardson, is requesting a Conditional Use Permit to allow for a food truck to operate on a vacant parcel designated with the C-1 Light Commercial Zoning District. The property is located at the northeast corner of Lake Ave. and W. Highway 50 intersection and is approximately .34 acres.

The applicant is proposing to operate a single food truck as a take-out only service on the property. Operating hours would be up to four days a week. Since the Land Development Codes do not identify the requested use as permitted use, Section 125-313 requires this type of use only through a Conditional Use Permit. The current zoning permits restaurants and food establishments provided the use is conducted within an enclosed building. Staff have reviewed the application and found that the use would not be more obnoxious to the district due to the similarities in uses permitted.

The applicant also requests a waiver for a reduction to the landscape buffer required by Land Development Code Section 123-43. (e)(1). This would allow for a ten-foot landscape buffer in place of the minimum 20-foot buffer required along West Highway 50 to the south. After careful review of the elevation contours, it is staff's determination that the reduced landscape buffer may still meet the intent of the code. The property currently has a berm along West Highway 50 that then decreases in grade continually towards the north side of the property. The berm limits visibility on the site, which would be enhanced by the proposed ten-foot landscape buffer.

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The owner is willing to make the necessary site improvements to accommodate access, parking and stormwater retention. It is of staff's opinion that this use makes the most of a smaller, constrained parcel while offering the property owner the ability to use their property.

When evaluating a request for a Conditional Use Permit, the Land Development Code, Section 101-212, requires specific development standards that are required to be met. Staff have reviewed the application as submitted in accordance with the development standards criteria and found the proposed use can meet the general criteria for granting a Conditional Use Permit. The proposed use will not be detrimental to the health, safety and welfare of the surrounding community. The Planning and Zoning Commission recommended approval, 4-3, with conditions to allow operations for up to four days instead of the original three and to require additional lighting on site if operating hours are after dusk. Staff recommended approval of the Conditional Use Permit with the conditions contained in Resolution No. 2026-001R.

Christopher Germana, Germana Engineering, spoke on behalf of the applicants. He explained that the proposal is for a self-contained food trailer operation. The trailer will be brought in daily, parked on a designated gravel pad, and removed each night for dumping, with no on-site utility connections. The plan includes grass parking, a designated ADA space with sidewalk access, and required stormwater facilities, with final details to be determined through further engineering.

Mayor Murry opened the public hearing.

Vincent Niemiec, Regency Hills – expressed concern about wastewater disposal, permits, traffic, parking, lighting, ADA compliance, and safety before approving the food trailer operation.

Mayor Murry asked for virtual comments.

Dani Page, Tuscany Ridge – expressed concerns that the food trailer proposal may not meet health, safety, or accessibility standards.

Mayor Murry closed the public hearing.

Council Member Strange noted there is no current code for food trucks, and the proposal is being treated as a walk-in food service. She proposed a temporary Conditional Use Permit, emphasizing supporting the business owners without undue costs.

Council Member Petersen suggested that staff draft a clear ordinance for food trucks and trailers to provide guidelines before any approvals, rather than trying to address issues case by case.

The applicants, Mr. and Mrs. Richardson, explained the trailer has been in storage for years and will only serve carryout food, using a portable porta-potty for staff that is cleaned daily and stored offsite when not in use.

Council discussed operational and safety considerations for the food trailer, including permanent lighting, stormwater management via a proposed dry pond, drainage and runoff with gravel versus concrete, ADA access, and the need for a clear ordinance to establish standards and ensure fairness between food trucks and brick-and-mortar businesses.

Council Member Strange raised several questions and concerns, including: limiting paragraph 11 to six months instead of two years, confirming whether a food trailer qualifies as an open-air food establishment, ensuring city code references in paragraphs 2, 5, 6, and 7 apply correctly, clarifying who determines if

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parking is inadequate (paragraph 8), and whether operations should be limited to four days a week. They emphasized the need for a temporary period to address the lack of existing code, suggested definitions and language be reviewed by staff/attorney, and supported a trial period before considering a more permanent solution.

Council Member Strange motioned to approve item 12 with amendments to paragraph 11 to reduce the period of time to begin within 6 months, to expand the hours of operation to 8:00am to 10:00pm seven days a week and to identify if the parking is deemed to be inadequate by the City manager then it comes back to Council and with a three year time limit. Seconded by Council Member Petersen.

City Attorney Waugh explained that including code compliance references in paragraphs 2, 5, 6, and 7 gives the council a clear way to revoke the Conditional Use Permit if violations occur, while section 8 implies city staff determines parking adequacy, but Council has final say. He also clarified that the Florida Department of Agriculture classifies this as a mobile food establishment, not an open-air food establishment.

Council Member Bain spoke about the proposed timeline and restrictions, opposing shortening the standard timeframe and adding additional limits. He spoke about the typical two-year Conditional Use Permit standards, and potential state permitting delays.

Deputy City Manager Matthys suggested adding “good faith progress” language to the timeline, allowing extensions if the applicant is actively working toward approvals, while preventing the permit from remaining valid if no progress is being made.

Mayor Murry opened public comment.

Cathy Kyle, 335 3rd Street – spoke in support of the food truck and said it should face minimal restrictions, like any other food truck.

Mayor Murry closed public comment.

Council Member Strange amended her motion to approve item 12 with amendments to paragraph 11 to reduce the period of time to begin within 9 months to a year with staffs approval if it is determined by staff that the applicant is moving forward in good faith, to expand the hours of operation to 8:00am to 10:00pm seven days a week and with a three year time limit. Seconded by Council Member Petersen. The motion passed 5-0 with all members present voicing aye.

Item No. 13 – Lake County Disc Golf Event Request, *Lake Hiawatha Preserve*

Parks and Recreation Director Forman presented the request. He clarified that the request before Council is solely for approval to complete the remaining landscaping work and to install a temporary second disc golf course at Hiawatha Preserve for the 2026 spring season. Approval of events or general park usage is not part of this action, as those are handled administratively at the staff level.

To date, the landscaping work has primarily consisted of mowing and trimming within the proposed course area. This work has been inspected, and no permanent landscape alterations have occurred. If approved, any additional work will follow a detailed plan reviewed and approved by staff prior to implementation. Should an outside entity perform any work, a valid certificate of insurance will be required.

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All baskets and tee boxes associated with the temporary course would be removed by May 24, 2026. The landscaping improvements are intended to be temporary in nature, with natural growth expected to leave little to no long-term evidence of the course. Based on these conditions, staff recommended approval of the temporary second disc golf course at Hiawatha Preserve for the 2026 spring season, including completion of the necessary staff-approved landscaping work.

Mayor Murry opened public comment.

Matt Knight, President of Lake County Disc Golf Club – stated that the temporary disc golf course would significantly support hosting the 2026 United States Masters Disc Golf Championships, bringing approximately 500 players and their families to Clermont. They also noted strong volunteer and community support for the event.

Sandy Gabin, Reserve at Lost Lake – expressed concern with the temporary disc golf course, stating it would harm the protected wildlife preserve and is unnecessary since the event can continue at Champions Pointe without impacting the environment.

Ben Champion, Tavares, FL – stated that he is an environmental expert as well as an officer for the Lake County Disc Golf Club and that the temporary course causes no permanent environmental damage, removes only invasive plants, and is necessary to host a major disc golf event that brings tourism and economic benefits to Clermont without costing the city.

Rosie Mulholland, 10240 Lake Minneola Shores – stated that as a wildlife biologist she has concerns that even a “temporary” new disc golf course could further degrade the preserve’s natural habitat. She noted that she assisted the City as a volunteer expert in writing portions of the Florida Communities Trust grant that acquired the Inland Groves property and urged the City to clearly define and enforce “temporary” while actively managing the area to protect and restore wildlife habitat in keeping with the grant’s original intent.

Discussion ensued regarding the temporary disc golf course and its impact on wildlife preserve. Questions about invasive species were addressed, noting that while mowing temporarily suppresses them, the city has not actively managed invasives, and proper precautions are needed to prevent long-term harm. “Temporary” was defined as all baskets and equipment being removed by June 1, with Ms. Mulholland confirming the area could be restored and offering to assist Council and staff in preservation efforts.

Mayor Murry closed public comment.

Council Member Strange asked about the potential for future large disc golf events in Clermont and the need for temporary versus permanent courses. Mr. Knight addressed whether additional events might occur, the benefits of having two courses on the same property, and age divisions for competitions. He confirmed future events are possible, two side-by-side courses are beneficial for hosting, additional permanent courses in Clermont would allow more events, and all temporary structures, including baskets, will be completely removed after the event with no lasting impact on the preserve.

Discussion was had regarding whether the Lake County Disc Golf Club had permission to perform landscaping work at Lake Hiawatha Preserve. Questions to Parks and Recreation Director Foreman clarified that Council approval was only needed for supporting additional temporary landscaping, not for the event itself. Mr. Knight stated they believed city staff had granted permission based on prior communications and emails. Public Services Assistant Director Maiworm explained that while initial discussions allowed design and staking of the course, permission to bring in equipment for mowing was never formally approved, and

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any actual alterations would have required Council authorization. Staff emphasized the intent was not to approve work automatically, though no permanent damage has been reported.

Council Member Bain emphasized that Lake Hiawatha is a preserve, not a park, and any work should follow proper city processes rather than being done first and justified later. He also noted that the group pays no fees for use, which raises concerns about fairness for nonresident organizations.

Council Member Strange explained that in her experience hosting events like this typically happens at the staff level, not requiring City Council approval, and that disc golf aligns with the preserve's intended use for passive recreation. While the process caused some confusion, it is seen as a learning opportunity to improve communication, preserve the natural area, and leverage local expertise to enhance the park going forward.

Council Member Strange Motioned to approve item 13 with a removal date of June 1, 2026. Seconded by Council Member Petersen. The motion passed 4-1 with Council Member Bain opposed.

Item No. 14 – Clermont Fire Department 2026-2030 Strategic Plan Adoption

Fire Chief Ezell presented the Fire Department's 2026–2030 strategic plan, which was developed through community input and internal staff collaboration to set five-year goals, update mission and vision statements, and create an actionable implementation guide. Council was asked to review and adopt the plan to ensure the department's efforts align with community priorities and are directed effectively over the next five years.

Mayor Murry opened public comment.

Joe Fumasi, 2693 Jumping Jack Way – Praised the fire department's event as well-organized and effective in gathering community input.

Mayor Murry closed public comment.

Council Member Strange motioned to approve item 14. Seconded by Council Member Myers.

Council Member Bain questioned whether the strategic plan includes a periodic review or reassessment, and Fire Chief Ezell clarified that the plan is treated as a living document, with goals, objectives, and associated tasks evaluated annually.

The motion passed 5-0 with all members present voicing aye.

Item No. 15 – Ordinance No. 2026-003, *Perimeter Park West III Annex Final*

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 AN EFFECTIVE DATE, SEVERABILITY, RECORDING, AND PUBLICATION.

City Clerk Howe read the title aloud.

City of Clermont
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Council Member Bain motioned to introduce Ordinance No. 2026-003: Seconded by Council Member Myers. The motion passed 5-0 with all members present voicing aye.

Item No. 16 – Ordinance No. 2026-004, *Perimeter Park West III 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 EFFECTIVE DATE.

City Clerk Howe read the title aloud.

Council Member Bain motioned to introduce Ordinance No. 2026-004: Seconded by Council Member Myers. The motion passed 5-0 with all members present voicing aye.

Item No. 17 – Ordinance No. 2026-005, *Perimeter Park West III Rezone 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.

Council Member Bain motioned to introduce Ordinance No. 2026-005: Seconded by Council Member Petersen. The motion passed 5-0 with all members present voicing aye.

Item No. 18 – Ordinance No. 2026-008, *Hartle Road Subdivision Annex Final*

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

City Clerk Howe read the title aloud.

City of Clermont
MINUTES
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Council Member Petersen motioned to introduce Ordinance No. 2026-008: Seconded by Council Member Myers. The motion passed 5-0 with all members present voicing aye.

Item No. 19 – Ordinance No. 2026-009, *Hartle Road Subdivision 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 EFFECTIVE DATE.

City Clerk Howe read the title aloud.

Council Member Petersen motioned to introduce Ordinance No. 2026-009: Seconded by Council Member Myers. The motion passed 5-0 with all members present voicing aye.

Item No. 20 – Ordinance No. 2026-010, *Hartle Road Subdivision Rezone 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.

Council Member Petersen motioned to introduce Ordinance No. 2026-010: Seconded by Council Member Myers. The motion passed 5-0 with all members present voicing aye.

REPORTS

CITY MANAGER REPORT

City Manager Van Wagner –

- There will be a Council Workshop on Tuesday, February 17 at 9am.
- Tip a Cop is tomorrow at Texas Roadhouse.
- Ultraman event is this weekend at Victory Pointe.
- Downtown Wine Stroll on February 21.
- Honor the Fallen 5K on February 21.
- Council approved a utility bill transition from data. Staff have transitioned 5,000 customers.

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Mayor Murry asked about streetlights on Hooks Street. City Manager Van Wagner stated that they are in discussions with Duke Energy.

Council Member Bain asked if there would be any material provided beforehand for the upcoming workshop. Deputy City Manager Matthys stated that the meeting will cover utility rates, procurement (with documents sent in advance), and a pre-budget session where department heads present major projects for council prioritization. If there are any documents staff will send them to Council.

CITY ATTORNEY REPORT

City Attorney Waugh –

- Provided a brief update on Duke Energy negotiations, noting compliance issues on Hooks and emphasizing leverage tied to the upcoming renewal deadline.
- Provided an update on SB180, noting the legislature is considering revisions to clarify vague language, reduce the disaster-area radius, and focus on rebuilding rather than new construction, though the outcome is uncertain.

CITY COUNCIL REPORT

Council Member Myers –

- Provided information about Gwen Cherry in honor of Black History Month.
- Attended the MLK celebration.
- Requested Council to share one of their favorite African American contributions at the next Council Meeting.

Council Member Petersen –

- Provided an update of meetings in Tallahassee during Legislative Action days.
- Spoke about the Lake County Library possibly purchasing the old Police Station.

Council Member Strange –

- Shared support for relocating the children's library downtown, noting community interest.

City Manager Van Wagner stated that Lake County was no longer pursuing purchasing the building due to the cost of renovations. Mayor Murry asked City Manager Van Wagner to look at the old Badcock building as a potential site.

- DPZ Charette will be February 19-23 as well as community forums prior to that beginning. Requested Council commit to not engaging during the forums and charette.

Council Member Bain –

- The charette schedule is on the website.
- Lake County Schools is hosting a trades and transportation hiring event next Wednesday.
- Recognized contributions by Mayor Murry and Council Member Myers.

City of Clermont
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REGULAR COUNCIL MEETING
February 10, 2026

Deputy City Manager Matthys –

- Sought Council consensus on using speaker cards for public comments on agenda items; Council decided not to implement them.
- The Youth Council program will resume, running from September 9 through April 7.

Mayor Murry –

- He attended the MLK Day parade.
- Congratulated the Fire Department on the ribbon cutting of the training facility.
- Provided an update of meetings in Tallahassee during Legislative Action days.
- Mayor's luncheon last week had a big turnout.
- Requested information on impact fee credits to developers in Wellness Way and the Lumber Yard project.
- Requested an update on a previous email asking for a for a detailed breakdown of board structures, elections, and financial responsibilities for any CDD's, MSTU's and HOA's in Wellness Way.

City Attorney Waugh stated that he could provide that to Council within a week.

- Questioned the City's decision not to use The Sun newspaper for legal advertising.
- Asked for an update on the Community Block Grant for Bloxam Avenue.

City of Clermont
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REGULAR COUNCIL MEETING
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ADJOURN: With no further comments, this meeting adjourned at 6:53pm.

APPROVED:

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk



AGENDA ITEM

Meeting Date																																																							
Tuesday, February 24, 2026																																																							
Agenda Item Name																																																							
Surplus Request																																																							
Requested Action																																																							
Approval to declare end-of-life inventory as surplus from the City Manager, Information Technology Department, the Finance Department and the Environmental Services Department and provide disposal per the Procurement Policy.																																																							
Staff Report																																																							
The Procurement Services Department, on behalf of the City Manager, Information Technology Department, the Finance Department and the Environmental Services 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>1</td> <td>Latitude 5520 Laptop</td> </tr> <tr> <td>Information Technology</td> <td>2</td> <td>Latitude 5590 Laptop</td> </tr> <tr> <td>Information Technology</td> <td>1</td> <td>Precision 5540 Laptop</td> </tr> <tr> <td>Information Technology</td> <td>3</td> <td>Latitude 5400 Laptop</td> </tr> <tr> <td>Information Technology</td> <td>2</td> <td>Latitude 5410 Laptop</td> </tr> <tr> <td>Information Technology</td> <td>1</td> <td>Latitude 5580 Laptop</td> </tr> <tr> <td>Information Technology</td> <td>2</td> <td>Optiplex 7040 Computer</td> </tr> <tr> <td>Information Technology</td> <td>3</td> <td>Optiplex 7070 Computer</td> </tr> <tr> <td>Information Technology</td> <td>1</td> <td>Dell Monitor P2725Ht</td> </tr> <tr> <td>Information Technology</td> <td>2</td> <td>Dell Monitor 1908FPt</td> </tr> <tr> <td>Information Technology</td> <td>1</td> <td>Dell Precision Tower 3420</td> </tr> <tr> <td>Information Technology</td> <td>1</td> <td>Dell Optiplex 3090 Computer</td> </tr> <tr> <td>Information Technology</td> <td>1</td> <td>Dell Optiplex 7080 Computer</td> </tr> <tr> <td>Environmental Services</td> <td>1</td> <td>HP Laser Jet Printer</td> </tr> <tr> <td>Finance</td> <td>1</td> <td>Office Chair</td> </tr> <tr> <td>City Manager</td> <td>1</td> <td>Old 30 inch Heine TV and Tv Mount</td> </tr> <tr> <td>City Manager</td> <td>1</td> <td>Old 30 inch Magnavox TV and Tv Mount</td> </tr> </tbody> </table>		Department	Qty.	Property Description	Information Technology	1	Latitude 5520 Laptop	Information Technology	2	Latitude 5590 Laptop	Information Technology	1	Precision 5540 Laptop	Information Technology	3	Latitude 5400 Laptop	Information Technology	2	Latitude 5410 Laptop	Information Technology	1	Latitude 5580 Laptop	Information Technology	2	Optiplex 7040 Computer	Information Technology	3	Optiplex 7070 Computer	Information Technology	1	Dell Monitor P2725Ht	Information Technology	2	Dell Monitor 1908FPt	Information Technology	1	Dell Precision Tower 3420	Information Technology	1	Dell Optiplex 3090 Computer	Information Technology	1	Dell Optiplex 7080 Computer	Environmental Services	1	HP Laser Jet Printer	Finance	1	Office Chair	City Manager	1	Old 30 inch Heine TV and Tv Mount	City Manager	1	Old 30 inch Magnavox TV and Tv Mount
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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 \$250

Fiscal Impact	Fund Number and Description	Available Budget Amount
---------------	-----------------------------	-------------------------

Exhibits Attached (copies of original agreements)

- | | | |
|----|-----------------------------------|---------------------------------------|
| 1. | Information Technology Department | Information Technology Department.pdf |
| 2. | Finance Department | Finance Department.pdf |
| 3. | Environmental Services Department | Environmental Services Department.pdf |
| 4. | City Manager | City Manager.pdf |

Dell Computers

[illegible]

[illegible]

[illegible]



PROPERTY DISPOSAL FORM

Dept. / Division: CITY MANAGER Property Tag #:
Contact Person: Debra Rybarczyk Phone: 352-241-7358
Year / Make / Model: Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 30" TV Heine

☐ 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: Debra Rybarczyk

Date: 2/10/26

*****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

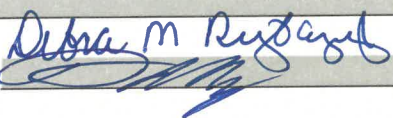
Dept. / Division: CITY MANAGER Property Tag #:
Contact Person: Debra Rybarczyk Phone: 352-241-7358
Year / Make / Model: Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property 30" TV Magnavox

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

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

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

Director Signature: 

Date: 2/13/26

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Procurement Director:

Date:

Munis Asset Number:

Revised 5/2/2023



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 24, 2026		
Agenda Item Name		
Bid Award <i>Firefighter Equipment</i>		
Requested Action		
Approve awarding the bid to AEST Fire and Safety Inc., Firefighter One LLC., Matheny Fire & Emergency, Municipal Equipment Company LLC., North America Fire Equipment Company, Inc., Team Equipment, Inc., TechnicalRescue.com, Inc., Ten-8 Fire & Safety LLC., and W.S. Darley & Co. to purchase equipment for Ladder 102 in the total amount of \$240,647.		
Staff Report		
The Procurement Services Department, in coordination with the Fire Department, recommends approval of this action. The requested purchase will equip the new ladder truck assigned to Fire Station 2. The apparatus is scheduled for delivery in April and will be outfitted with the firefighting, EMS, extrication, and technical rescue equipment necessary for operational readiness. Providing dedicated equipment for the new unit allows the current ladder truck to transition to reserve status fully equipped. Maintaining equipment on the reserve apparatus ensures it can be deployed during peak demand, maintenance downtime, or large-scale incidents requiring additional staffing. A ready-reserve aerial allows crews to quickly place a fully equipped unit in service when a frontline truck is unavailable, reducing downtime and maintaining consistent response times and uninterrupted coverage. The Fire Department consulted with the Procurement Services Department to identify the most effective contracting method to acquire firefighter equipment for Ladder 102. Procurement Services subsequently issued Request for Bid (RFB) No. 26-048 for these items. The solicitation was competitively bid, formally advertised, and conducted in full compliance with the City of Clermont's Procurement Policy and Procedures. Ten (10) bids were received. The award for this RFB was based on the lowest price for individual line items. Staff recommends awarding to the ten (10) vendors that submitted the lowest responsive and responsible bid for their respective line items. The total amount to purchase the firefighter equipment is \$240,647.		
Additional Analysis		
Fiscal Impact Summary		
The Capital and Minor Equipment were included in the adopted FY2025-2026 budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$129,115	32522-66401 CAP OUT-EQUIPMENT	\$129,115
\$129,115	10522-55204 MINOR EQUIPMENT	\$111,532
Exhibits Attached (copies of original agreements)		
1. RFB 26-048 Notice of Intent to Award	RFB 26-048 Notice of Intent to Award.pdf	
2. RFB 26-048 Lowest Line Item by Vendor	RFB 26-048 Lowest Line Item by Vendor.pdf	
3. RFB 26-048 Bid Tabulation by Unit Price	RFB 26-048 Bid Tabulation by Unit Price.xlsx	



NOTICE OF INTENT TO AWARD
RFB No. RFB 26-048
Firefighter Equipment for Ladder 102

RESPONSE DEADLINE: January 22, 2026, at 2:00 pm

Thursday, February 5, 2026

After the careful and thorough review of all responses received to solicitation number RFB 26-048 titled Firefighter Equipment for Ladder 102, the City hereby issues this Award Recommendation on a lowest-price basis by individual line items to the following companies:

AEST Fire and Safety Inc.
Firefighter One LLC.
Matheny Fire & Emergency
Municipal Equipment Company LLC.
North America Fire Equipment Company, Inc.
Team Equipment, Inc.
TechnicalRescue.com, Inc.
Ten-8 Fire & Safety LLC.
W.S. Darley & Co.

Sincerely,

A handwritten signature in blue ink that reads 'Freddy Suarez'.

Freddy L. Suarez, MPA, CPPB
Procurement Services Director



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

LOWEST LINE ITEM BY VENDOR
RFB No. RFB 26-048
Firefighter Equipment for Ladder 102
RESPONSE DEADLINE: January 22, 2026, at 2:00 pm

1. AEST Fire and Safety Inc. - Laurinburg, NC

LADDER 102 EQUIPMENT LIST

Line Item	Award Type	Description	Quantity	Unit of Measure	Unit Cost	Total Cost
112	Primary	Stihl 14" DBA90 350MM PREMIUM MULTI Diamond wheel (carbide, diamond, composite) SKU: 0835 094 8013 OR 14" Piraya Diamond Blade, Darley Fire SKU#: BG239	2	Each	\$126.00	\$252.00
162	Primary	ROPE TEUFELBERGER KM II RED, 300-FEET, Item: TCK01160	1	Each	\$286.00	\$286.00
163	Primary	ROPE, KM III 1/2 BLU, TEUFELBERGER, 300-FEET, Item: TCK03160	1	Each	\$286.00	\$286.00
164	Primary	ROPE, KM III 1/2 ORG, TEUFELBERGER, 300-FEET, Item: TCK0516	1	Each	\$286.00	\$286.00
						\$1,110.00

2. Firefighter One LLC - Sparta, NJ

LADDER 102 EQUIPMENT LIST

Line Item	Award Type	Description	Quantity	Unit of Measure	Unit Cost	Total Cost
34	Primary	ATOR KEY SET, The Fire Store, SKU: EKS-12	2	Each	\$199.00	\$398.00
35	Primary	Fire Hooks Unlimited Auto Rescue Kit – The Fire Store - SKU: ARK	2	Each	\$22.00	\$44.00
36	Primary	Foam Wrench, Zico Universal Spanner Wrench for Foam Containers The Fire Store - SKU: UFCW	2	Each	\$22.00	\$44.00
52	Primary	Front Bumper Fog: AKRON – TURBOJET Selectable GPM Fog Nozzle, Style: 1723	2	Each	\$717.00	\$1,434.00

LOWEST LINE ITEM BY VENDOR

RFB No. RFB 26-048

Firefighter Equipment for Ladder 102

Line Item	Award Type	Description	Quantity	Unit of Measure	Unit Cost	Total Cost
58	Primary	K-TOOL COMPLETE KIT, MFG. K-TOOL COMPANY, #K-TOOLKIT	1	Each	\$170.00	\$170.00
62	Primary	(Sledge Hammer 8 LB) Leatherhead Tools 36" Sledge, Fiberglass Handle Manufacturer: Leatherhead Tools The Fire Store SKU: SLY-8-36	1	Each	\$58.00	\$58.00
64	Primary	Fire Hooks Unlimited Manhole Hook with D-handle The Fire Store - SKU: MANHOLE-36	1	Each	\$39.00	\$39.00
65	Primary	Fire Hooks Unlimited New York Roof Hook 3' W / Chisel End, Steel Black The Fire Store - SKU: RH-3	1	Each	\$99.00	\$99.00
68	Primary	(Pick Head Axe) LEATHERHEAD TOOLS Axe: Axe, Pickhead Axe, 36 in Handle Lg, Round, 6 lb Head Wt. Item: 5HYD1 Mfr. Model PAY-6	1	Each	\$72.00	\$72.00
72	Primary	Zico Bracket for 18" to 36" Bolt Cutters The Fire Store – SKU: BCB	1	Each	\$112.00	\$112.00
77	Primary	Super Vac 16" Fan Mount Model: BDTM-16-WH	1	Each	\$275.00	\$275.00
78	Primary	Super Vac Fan Carry Strap – SKU: BDSS	1	Each	\$92.00	\$92.00
97	Primary	CAN HARNESS, MFG. FIREHOOKS UNLIMITED INC, #CH-312	1	Each	\$61.00	\$61.00
101	Primary	(6' FDNY Hook) NY HOOK, 6', BLACK W/ CHISEL END, MFG. LEATHERHEAD TOOLS, SKU: NYH-6	2	Each	\$114.00	\$228.00
102	Primary	Fire Hooks Unlimited Arson-Trash Hook The Fire Store SKU: TRH-6D	1	Each	\$138.00	\$138.00
103	Primary	8' Leatherhead NY-Style Hook with Angled Chisel at Foot – Steel Shaft, The Fire Store SKU: NYH-8	1	Each	\$147.00	\$147.00
105	Primary	(8' FDNY Hook) Leatherhead Tools American Hook Pike on Pro-Lite, Hi-Viz Fiberglass Pole SKU: PLY-8AH-B	1	Each	\$79.00	\$79.00
108	Primary	VARIABLE STRAP 11" - 16", MFG. ZICO ZIAMATIC CORP., UMVS-1116-11	4	Each	\$36.00	\$144.00
109	Primary	VARIABLE STRAP 16" - 25", MFG. ZICO ZIAMATIC CORP., #UMVS-1625-11	6	Each	\$38.00	\$228.00
111	Primary	(14" Circular Carbide Blade) Fire Hooks Unlimited Carbide Tip Power Saw Blades, The Fire Store SKU: W-CBT-1-12-24T	1	Each	\$112.00	\$112.00
127	Primary	Hydrant Bag - Avon Hydrant Bag with Hydrant Label, Yellow The Fire Store - SKU: W-CM-UB22	1	Each	\$77.00	\$77.00

EVALUATION TABULATION

Request For Bid - Firefighter Equipment for Ladder 102

Page 2

LOWEST LINE ITEM BY VENDOR
RFB No. RFB 26-048
Firefighter Equipment for Ladder 102

Line Item	Award Type	Description	Quantity	Unit of Measure	Unit Cost	Total Cost
165	Primary	CORD, AZTEK 8MM ORG, 100-FEET, Item: TC293021	1	Each	\$114.00	\$114.00
166	Primary	PRUSIK CORD 6MM BLUE, 25-FEET, Item: TC293012	1	Each	\$16.00	\$16.00
178	Primary	DOUBLE SWIVEL PMP, Item: TC300438	4	Each	\$121.00	\$484.00
186	Primary	CARABINER PS AUTO RED, Item: TC300233	12	Each	\$47.00	\$564.00
195	Primary	EDGE PAD LARGE, Item: TC294018	2	Each	\$56.00	\$112.00
196	Primary	EDGE GUARD LG, Item: TC294029	2	Each	\$46.00	\$92.00
						\$5,433.00

3. Matheny Fire & Emergency - Ocala, FL

LADDER 102 EQUIPMENT LIST

Line Item	Award Type	Description	Quantity	Unit of Measure	Unit Cost	Total Cost
3	Primary	FLIGHT SITE LANDING ZONE KIT – F PENNY SKU:FLIGHT-G65011-LED-KIT	1	Each	\$284.99	\$284.99
9	Primary	Streamlight Portable scene Light EXT SKU: STR-45680	1	Each	\$741.86	\$741.86
11	Primary	SURVIVOR LED WITH 12V DC FAST CHARGE ORANGE, MFG. STREAMLIGHT INC, #90509	5	Each	\$146.55	\$732.75
12	Primary	Streamlight Fire Vulcan LED – BOX Light WITH 12V DC & 110V AC CHARGER The Fire Store - SKU: 44451	2	Each	\$189.58	\$379.16
17	Primary	(JEFFREY VALVE) REVOLUTION INTAKE 5 STZ X 6NH LH F MFG. AKRON BRASS COMPANY, #79820001	2	Each	\$1,741.03	\$3,482.06
60	Primary	48" PINCH POINT BAR Pinch Bars, Pinch Point Bar, 48 In. L, Zoro SKU: G1060166	2	Each	\$36.99	\$73.98
67	Primary	Fire Hooks Unlimited Pro Bar Halligan-Type Forcible Entry Tool The Fire Store - SKU: PB-30	1	Each	\$241.50	\$241.50
73	Primary	AXE MOUNT HANDLE, MFG. SOUTH PARK CORPORATION, #ZSMA5201C-S	2	Each	\$20.01	\$40.02

EVALUATION TABULATION

Request For Bid - Firefighter Equipment for Ladder 102

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LOWEST LINE ITEM BY VENDOR
RFB No. RFB 26-048
Firefighter Equipment for Ladder 102

Line Item	Award Type	Description	Quantity	Unit of Measure	Unit Cost	Total Cost
74	Primary	PAC Tools Handlelok 1004 Mounting Bracket SKU: PAC-1004-B	15	Each	\$36.99	\$554.85
75	Primary	PAC Tool Jumbo Lok Adjustable Mounting Bracket SKU:PAC-1070-B	2	Each	\$56.81	\$113.62
79	Primary	AMKUS FLEXVOLT WINDSHIELD REMOVAL KIT Product Code: AMKWNDREM-KIT	1	Each	\$968.00	\$968.00
80	Primary	DEWALT 12V/20V/60V MAX 4-Port Lithium-Ion Battery Charger Model # DCB104	1	Each	\$332.90	\$332.90
81	Primary	DEWALT FLEXVOLT 20V/60V MAX* Battery, 12.0-Ah SKU: (DCB612)	6	Each	\$292.50	\$1,755.00
83	Primary	Dewalt 60V Lithium-Ion 9 in. Cordless Cutoff Saw (Tool Only) Model # DCS692B	1	Each	\$718.99	\$718.99
93	Primary	(Vehicle Lock Out KIT) BIG EASY LOCKOUT TOOLS KIT (CLASSIC) , MFG. STECK #32900	1	Each	\$28.44	\$28.44
100	Primary	Leatherhead TNT Denver Multi-Purpose Firefighter Tool - 35", 6.5/lbs head (BLACK) Fire Penny – SKU:LH-TNT-TN635-B	1	Each	\$291.46	\$291.46
110	Primary	2" FOOTMAN'S LOOP, MFG. ZICO ZIAMATIC CORP., #CPFL000003	10	Each	\$4.19	\$41.90
129	Primary	Knox FDC Key Wrench Brooks Equipment, SKU: KX3101	2	Each	\$32.00	\$64.00
130	Primary	KNOX FDC Wrench (KEY), SKU: FDC WRENCH	2	Each	\$28.00	\$56.00
141	Primary	Horizontal (UPRIGHT) Bracket for PTR50 Pentheon Ram SKU: PP-HOL-PTR50-U	1	Each	\$325.00	\$325.00
211	Primary	Horizontal Quad Picket Grip-Clip, POLY-TECH-AMERICA PART: MIS-118-4-H MIS-118-4-H-NB	1	Each	\$130.00	\$130.00
215	Primary	FLEXVOLT 60V MAX Cordless In-line 1/2 in. Stud and Joist Drill with E-Clutch and (1) FLEXVOLT 9.0Ah Battery Home Depot Internet # 309097887 Model # DCD470X1	1	Each	\$668.00	\$668.00
						\$12,024.48

LOWEST LINE ITEM BY VENDOR
RFB No. RFB 26-048
Firefighter Equipment for Ladder 102

4. Municipal Equipment Company, LLC - Orlando, FL
LADDER 102 EQUIPMENT LIST

Line Item	Award Type	Description	Quantity	Unit of Measure	Unit Cost	Total Cost
82	Primary	20V/60V MAX FLEXVOLT Lithium-Ion 12.0Ah Battery and 20V/60V MAX FLEXVOLT 12 Amp Fan Cooled Fast Charger Home Depot Model # DCB612WDCB1112	4	Each	\$135.00	\$540.00
						\$540.00

5. North America Fire Equipment Company, Inc. - Decatur, AL
LADDER 102 EQUIPMENT LIST

Line Item	Award Type	Description	Quantity	Unit of Measure	Unit Cost	Total Cost
42	Primary	Handline Nozzle Overlay Color Kits for Pistol Grip and Shutoff Handles (6 colors) Product code: 90070001	2	Each	\$85.36	\$170.72
69	Primary	36" BOLT CUTTER, MFG. FLAMEFIGHTER CORP., #BC36	1	Each	\$76.11	\$76.11
99	Primary	Hose Hook – SKU: 2927-FFHH	2	Each	\$73.17	\$146.34
114	Primary	Sterling SearchLite FDNY Configuration, Reflective Search Line Kit The Fire Store SKU: SL75-GLO-FDNY-B	1	Each	\$525.00	\$525.00
139	Primary	Holmatro Pentheon Cutter Horizontal Mount: Horizontal Mount for PCU50	1	Each	\$295.00	\$295.00
140	Primary	Holmatro Pentheon Spreader Horizontal Mount: Horizontal Mount for PSP40/50	1	Each	\$295.00	\$295.00
142	Primary	Holmatro Pentheon: Extraction Cutters, SKU: PCU50	1	Each	\$14,085.00	\$14,085.00
143	Primary	Holmatro Pentheon: Extraction Spreaders, SKU: PSP40	1	Each	\$14,526.00	\$14,526.00
144	Primary	Holmatro Pentheon: Telescoping Ram, SKU: PTR 50)	1	Each	\$11,946.00	\$11,946.00
145	Primary	Holmatro Pentheon Battery Charger, AC, SKU: PBCH2	3	Each	\$627.00	\$1,881.00
						\$43,946.17

LOWEST LINE ITEM BY VENDOR
RFB No. RFB 26-048
Firefighter Equipment for Ladder 102

6. Team Equipment Inc. - New Port Richey, FL
LADDER 102 EQUIPMENT LIST

Line Item	Award Type	Description	Quantity	Unit of Measure	Unit Cost	Total Cost
1	Primary	Flir K65 320x240 Thermal Camera Kit SKU: FLIR-72202-0303	1	Each	\$4,879.20	\$4,879.20
2	Primary	Flir K-series Camera Truck Charger – K65 The Fire Store SKU: T198322ACC	1	Each	\$455.20	\$455.20
147	Primary	16IB2 HIGHWAY VEHICLE STABILIZATION, Item: 22-796852	1	Each	\$9,498.60	\$9,498.60
148	Primary	14GB2 CONTOUR BASE, Item: 22-796270	2	Each	\$257.40	\$514.80
149	Primary	14DD3 STRUT V-BASE END, Item: 22-796090	2	Each	\$218.70	\$437.40
150	Primary	20' GRADE 100 3/8" CHAIN GRAB/GRAB, Item: TG100-3820GG	2	Each	\$327.25	\$654.50
168	Primary	13HC7 WINGMAN HARKEN, Item: TC720600	1	Each	\$472.50	\$472.50
169	Primary	LITTER STA STL RESCUE TAPERED, Item: TC726100	1	Each	\$1,122.00	\$1,122.00
203	Primary	HELMET, ZENITH X2, WHITE, CMC, Item: TC346310	1	Each	\$131.96	\$131.96
205	Primary	RATCHET BELT 27' WLL 3300 LBS, PARATECH, Item: 22-890553	2	Each	\$162.00	\$324.00
206	Primary	DOUBLE HEAD STEEL PICKET, PARATECH, Item: 22-796P14	4	Each	\$45.00	\$180.00
216	Primary	HARKEN WINCH POWER TOOL ADAPTER, Item # 733431	1	Each	\$36.10	\$36.10
217	Primary	Tractel Griphoist 1 Ton Manual Wire Rope Hoist 2000 lbs Capacity 30ft. Lift Galvanized Wire Rope Heavy Duty and Portable Powerful Manual Winch TU17 Series	1	Each	\$1,908.80	\$1,908.80
						\$20,615.06

LOWEST LINE ITEM BY VENDOR
RFB No. RFB 26-048
Firefighter Equipment for Ladder 102

7. TechnicalRescue.com, Inc. - Cooper City, FL
LADDER 102 EQUIPMENT LIST

Line Item	Award Type	Description	Quantity	Unit of Measure	Unit Cost	Total Cost
88	Primary	Utility Rope: ½ inch Black - 150 Feet	1	Each	\$198.00	\$198.00
89	Primary	CMC Rescue Rope Bags SKU CMC-430205-Black-2	1	Each	\$90.40	\$90.40
151	Primary	GLOVES RAPPEL MD TAN, Item: TC250203	1	Each	\$36.00	\$36.00
152	Primary	GLOVES RAPPEL LR TAN, Item: TC250204	2	Each	\$36.00	\$72.00
153	Primary	GLOVES, RAPPEL XL TAN, CMC, Item: TC250205	2	Each	\$36.00	\$72.00
154	Primary	GLOVES, RAPPEL XXL TAN, CMC, Item: TC250206	1	Each	\$36.00	\$36.00
155	Primary	PACK RIGTECH RED, Item: TC441103	1	Each	\$218.40	\$218.40
156	Primary	ROPE BAG #3 RED, Item: TC430303	1	Each	\$93.60	\$93.60
157	Primary	ROPE BAG #3 BLUE, Item: TC430302	1	Each	\$93.60	\$93.60
158	Primary	TC430301 ROPE BAG #3 ORG	1	Each	\$93.60	\$93.60
159	Primary	PROPOCKET, RED, CMC, Item: TC434103	1	Each	\$75.20	\$75.20
160	Primary	PROPOCKET, BLK, CMC, Item: TC434105	2	Each	\$75.20	\$150.40
161	Primary	PACK RIGTECH RED, Item: TC441103	1	Each	\$218.40	\$218.40
165	Primary	CORD, AZTEK 8MM ORG, 100-FEET, Item: TC293021	1	Each	\$114.00	\$114.00
166	Primary	PRUSIK CORD 6MM BLUE, 25-FEET, Item: TC293012	1	Each	\$16.00	\$16.00
167	Primary	SYSTEM AZTEK PROSERIES, Item: TC500104	2	Each	\$480.25	\$960.50
168	Primary	13HC7 WINGMAN HARKEN, Item: TC720600	1	Each	\$472.50	\$472.50

EVALUATION TABULATION
Request For Bid - Firefighter Equipment for Ladder 102
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LOWEST LINE ITEM BY VENDOR
RFB No. RFB 26-048
Firefighter Equipment for Ladder 102

Line Item	Award Type	Description	Quantity	Unit of Measure	Unit Cost	Total Cost
170	Primary	LITTER HARNESS PROSERIES, Item: TC724121	1	Each	\$282.40	\$282.40
171	Primary	KIT for One Piece Litter, Item: TC500701	1	Each	\$580.00	\$580.00
172	Primary	HARNESS LIFESAVER VICTIM, Item: TC202405	1	Each	\$253.60	\$253.60
173	Primary	HARNESS LIFESAVER VICTIM CHEST, Item: TC202404	1	Each	\$142.40	\$142.40
174	Primary	12CE10 CLUTCH 13MM, Item: TC335013	10	Each	\$631.20	\$6,312.00
175	Primary	12CE5 CAPTO 13MM RED, Item: TC336013	2	Each	\$319.00	\$638.00
176	Primary	SOFT SHACKLE CAPTO BLACK, Item: TC293005	2	Each	\$6.80	\$13.60
177	Primary	PULLY PROSWIVEL 2.0" PMP, Item: TC300437	5	Each	\$116.00	\$580.00
179	Primary	SWIVEL PROSERIES, Item: TC300701	1	Each	\$107.20	\$107.20
180	Primary	QUICK LINK DELTA 12MM, Item: TC382121	1	Each	\$20.40	\$20.40
181	Primary	O-RING 1/2" STEEL, Item: TC305011	1	Each	\$15.20	\$15.20
182	Primary	ANCHOR PLATE ALUMINUM RED, Item: TC300610	2	Each	\$71.20	\$142.40
183	Primary	12CE1 RIG PLATE SQUID BLACK, Item: TC300020	1	Each	\$135.20	\$135.20
184	Primary	CARABINER DNA AUTO-LOCK BLK/SLVR, Item: TC300096	10	Each	\$37.75	\$377.50
185	Primary	CARABINER PROSTEEL AUTO-LOCK D ANSI BLK/SLV, Item: TC300092	40	Each	\$31.20	\$1,248.00
187	Primary	CARABINER PT AUTO RED WK, Item: TC300153	12	Each	\$31.20	\$374.40
188	Primary	ASCENDER WUICK UP RIGHT HAND CT, Item: TC343039	2	Each	\$75.20	\$150.40
189	Primary	FOOT LOOP BOOST RED BLACK, Item: TC201196	2	Each	\$39.20	\$78.40
190	Primary	SLING TEXORA MAMBA 0.5M, Item: TC200404	8	Each	\$28.05	\$224.40

EVALUATION TABULATION
Request For Bid - Firefighter Equipment for Ladder 102
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LOWEST LINE ITEM BY VENDOR
RFB No. RFB 26-048
Firefighter Equipment for Ladder 102

Line Item	Award Type	Description	Quantity	Unit of Measure	Unit Cost	Total Cost
191	Primary	14AD11 SLING TEXORA MAMBA 1.0M, Item: TC200405	8	Each	\$40.80	\$326.40
192	Primary	12CE13 SLING TX/L COMPACT TEXORA 1M, Item: TC200400	1	Each	\$24.65	\$24.65
193	Primary	12CE12 SLING TX/L COMPACT TEXORA 2M, Item: TC200401	1	Each	\$45.05	\$45.05
194	Primary	SL STRAP VARIABLE ANCHOR RED, Item: TC201042	2	Each	\$54.40	\$108.80
195	Primary	EDGE PAD LARGE, Item: TC294018	2	Each	\$56.00	\$112.00
199	Primary	PULLEY SWIVO 1.1" PMP SINGLE, Item: TC300350	2	Each	\$112.00	\$224.00
209	Primary	Horizontal Strut Stopper, POLY-TECH-AMERICA Part: PTS-149 PTS-149-NB	4	Each	\$28.45	\$113.80
212	Primary	Original Poly-Box Builder Length (O.D): 24" Width (O.D): 12" Height (O.D): 12" POLY-TECH-AMERICA Part: PBB-9991-02	2	Each	\$343.15	\$686.30
213	Primary	Harken Lokhead Winch Kit, Item: CMC 733500	1	Each	\$3,514.75	\$3,514.75
214	Primary	Harken Winch Accessory, Protect-Connect, Item: CMC 733435	1	Each	\$434.85	\$434.85
						\$20,276.70

8. Ten-8 Fire & Safety, LLC - Bradenton, FL

LADDER 102 EQUIPMENT LIST

Line Item	Award Type	Description	Quantity	Unit of Measure	Unit Cost	Total Cost
7	Primary	Mitchell MITHD9 AC Hotstick Voltage Detector for First Responders, Police and Firefighters Mitchell Part Number MMJ-MITHD9	1	Each	\$589.29	\$589.29
10	Primary	STREAMLIGHT PORTABLE SCENE LIGHT II Flashlight Dealer - SKU: STL-46000	2	Each	\$629.73	\$1,259.46
13	Primary	2.5" - 5" SPANNERS W/ BRACKET Kochek Storz Spanner Wrench All Hands Public Safety - SKU: KC-KS34	1	Each	\$172.15	\$172.15

EVALUATION TABULATION

Request For Bid - Firefighter Equipment for Ladder 102

LOWEST LINE ITEM BY VENDOR
RFB No. RFB 26-048
Firefighter Equipment for Ladder 102

Line Item	Award Type	Description	Quantity	Unit of Measure	Unit Cost	Total Cost
15	Primary	Double Head Hydrant and Spanner Wrench Set Fire Hose Direct: Item Number: DHSWS	3	Each	\$50.90	\$152.70
16	Primary	Harrington Two-Man Hose Roller SKU: HHR-2	1	Each	\$142.86	\$142.86
18	Primary	5" STORZ BLIND CAPS W/ CHAIN, The Fire Store - SKU: TFT-A01ST	2	Each	\$139.29	\$278.58
20	Primary	(Gate Valve) Akron Gate Valve, Pyrolite, 2.5" Inlet SKU: AK-2285	2	Each	\$672.96	\$1,345.92
21	Primary	5" STORZ X 4" STORZ RIGID The Fire Store – SKU: TFT-AA4ST-SP	1	Each	\$427.98	\$427.98
22	Primary	STORZ MOUNTING PLATE 5.0" Fire Hose Dirrect, Item No.: SMP45-D	4	Each	\$28.40	\$113.60
23	Primary	5" Storz to 4.5" NST Hydrant Adapter The Fire Store – SKU: TFT-AA1HST-NR	2	Each	\$405.95	\$811.90
24	Primary	ADAPTER 2.5" NH DOUBLE FEMALE, Task Force Tips Female x Female Adapter Rocker Lug SKU: TFT-AA7NJ-NJ	2	Each	\$95.24	\$190.48
25	Primary	ADAPTER 2.5" NH x 2.5" NH DOUBLE MALE, Task Force Tips Adapter Double Male Rocker Lug SKU: TFT-AA6NJ-NJ	2	Each	\$54.76	\$109.52
26	Primary	ADAPT 2.5" FEM x 1.5" MALE, Connection Adapter – 2.5" (65 mm) NHF Rigid Rocker x 1.5" (38 mm) NHM Rigid Thread Task Force Tip SKU: AA5NJ-NF	2	Each	\$59.52	\$119.04
27	Primary	ADAPTER 1.5" FEMALE x .75 MALE GHT., Garden Hose – Connection Adapter – 1.5" (38 mm) NHF Rigid Rocker x 3/4" (19 mm) GHT-M Rigid Thread, Task Force Tip SKU: AA5NF-GHT	1	Each	\$60.71	\$60.71
28	Primary	ADAPTER 1.5" NH FEMALE X 1" NH MALE, Connection Adapter – 1.5" (38 mm) NHF Rigid Rocker x 1" (25 mm) NHM Rigid Thread Task Force Tip SKU: AA5NF-ND	1	Each	\$65.48	\$65.48
29	Primary	Adapter, 2.5" female X to .75" male GHT (WATER HOSE), Connection Adapter – 2.5" (65 mm) NHF Rigid Rocker x 3/4" (19 mm) GHT-M Rigid Thread Task Force Tip SKU: AA5NJ-GHT	1	Each	\$88.69	\$88.69
30	Primary	Connection Adapter – 3.5" (90 mm) NHF Rigid Rocker x 2.5" (65 mm) NHM Rigid Thread - SKU: AA5NN-NJ	1	Each	\$142.26	\$142.26
31	Primary	Connection Adapter – 5" (125 mm) Storz Rigid x 2.5" Male (65 mm) NHM Rigid Rocker, Task Force Tip SKU: AA2ST-NJ	1	Each	\$274.40	\$274.40

LOWEST LINE ITEM BY VENDOR
RFB No. RFB 26-048
Firefighter Equipment for Ladder 102

Line Item	Award Type	Description	Quantity	Unit of Measure	Unit Cost	Total Cost
32	Primary	(Gated Siamese 5" Storz to 2.5" NST), Task Force Tips Legacy 2.5" Gated Siamese Valve, 5" Swiveling Storz to 2.5" Dual Swivel Rocker Lug, TASK FORCE TIPS, SKU: TFT-AY9ST-NJ	1	Each	\$1,835.71	\$1,835.71
33	Primary	(Manifold 5" Storz to (3) 2.5" NST), 3-WAY VALVED MANIFOLD, 5" STORZ X (3) 2.5" MALE OUTLETS - SKU: AL32T0	1	Each	\$2,161.31	\$2,161.31
39	Primary	EDUCTOR 95 GPM 1.5" FEMALE X 1.5" MALE W/36" HOSE, MFG. TASK FORCE TIPS, #UE-095-NF	1	Each	\$826.19	\$826.19
40	Primary	Task Force Tips Legacy 2.5" Stream Straightener SKU: TFT-H-SS-NJ	1	Each	\$151.79	\$151.79
41	Primary	4 STACKED TIPS 2.5" INLET, MFG. TASK FORCE TIPS, SKU: MST-4NJ	1	Each	\$495.24	\$495.24
43	Primary	Smooth Bore 15/16" Nozzle Tip – 1.5" NHF Rigid Inlet Task Force Tip SKU: FSS12	1	Each	\$131.55	\$131.55
44	Primary	Selectable GPM Fog Nozzle: IN Compartment 1 ½" HIGH-RANGE TURBOJET TIP With 1 ½" Inlet AKRON BRASS COMPANY, Style: 1744	1	Each	\$638.08	\$638.08
45	Primary	Selectable GPM Fog Bale: 2.5" X 1.5" SHUTOFF With PISTOL GRIP, Style: 21264001	1	Each	\$443.39	\$443.39
46	Primary	Smoothbore Breakaway Nozzle: Crosslay 188-XD LONG BARREL TIP, 1.5" x 15/16" (Bumper Color RED), Style: 66763007	2	Each	\$219.54	\$439.08
47	Primary	Smoothbore Breakaway Bale: Akron 1.5" x 1.5" Shutoff with Pistol Grip, Style: 2127	1	Each	\$327.48	\$327.48
48	Primary	Fog Breakaway Nozzle: Crosslay AKRON 1.5" ASSAULT Mid-Range BREAKAWAY FOG NOZZLE 150-gpm @ 75PSI, Model: 4866	1	Each	\$473.77	\$473.77
49	Primary	Fog Breakaway Nozzle Bale: Sabor Tip Shutoff W/O PG, 1.5NH X 1.5NH 7/8 D Style: 24317003	1	Each	\$375.87	\$375.87
50	Primary	Rear Breakaway Fog Nozzle: 250-gpm AKRON: 1.5 HIGH-RANGE ASSAULT TIP WITH SPINNING TEETH 250-gpm @ 75PSI, Style: 4824	1	Each	\$644.83	\$644.83
51	Primary	Rear Breakaway Fog Bale: 250-gpm AKRON: SBR TIP SO 2.5" X 1.5", 1 1/8" D, Style: 24334002	1	Each	\$482.77	\$482.77
53	Primary	(Highrise - Pack) METRO 1 Tip 1.5"F 185 GPM @ 75 PSI TASK FORCE TIPS SKU: ME1TO-214	1	Each	\$679.76	\$679.76
54	Primary	(Highrise - Pack) DETENT VALVE 1.5"NHF X 1.5"NHM Detent Valve 1.5" SKU: H-VO	1	Each	\$385.71	\$385.71

EVALUATION TABULATION
Request For Bid - Firefighter Equipment for Ladder 102
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LOWEST LINE ITEM BY VENDOR

RFB No. RFB 26-048

Firefighter Equipment for Ladder 102

Line Item	Award Type	Description	Quantity	Unit of Measure	Unit Cost	Total Cost
55	Primary	PLAYPIPE W/VALVE 2.5"FEMALE X 1.5"MALE Task Force Tip, SKU: H-2VPP	1	Each	\$842.86	\$842.86
56	Primary	(PLAYPIPE) Smooth Bore Triple-Stacked Nozzle Tip Set (1-1/4", 1-1/8", 1") – 1.5" NHF Rigid Inlet, SKU: FS-3STACK	1	Each	\$169.64	\$169.64
59	Primary	(Crowbar) PRY BAR 36", MFG. COUNCIL TOOL CO. INC, #60PP	1	Each	\$25.58	\$25.58
61	Primary	NY Hook 3' W/Chisel end, Black SKU: NYH-3	1	Each	\$88.96	\$88.96
63	Primary	Fire Hooks Unlimited "The Ringer" 36", All Purpose Tool & Boston Rake, SKU: RNG-36	1	Each	\$121.43	\$121.43
66	Primary	(AXE & HALLIGAN) Combo Grainger – LEATHERHEAD TOOLS Halligan and Axe: Tool Kit, Flathead Axe, 36 in Handle Lg, Round, 6 lb Head Wt. Item 31AZ63 Mfr. Model K-LB30-2	2	Each	\$327.06	\$654.12
70	Primary	18" BOLT CUTTER, MFG. FLAMEFIGHTER CORP., #BC18	1	Each	\$42.25	\$42.25
71	Primary	36" MOUNT BOLT CUTTER, MFG. SENSIBLE PRODUCTS, #BC1000	1	Each	\$51.67	\$51.67
76	Primary	Super Vac 16" PPV (Dewalt) With 2550-V16-BD-12-ACSP Model: V16-BD-SP-WH	1	Each	\$4,464.29	\$4,464.29
84	Primary	28" Collapsible Pop-Up Cones with Lights - 5 Pack with Bag Traffic Safety Warehouse Item Number: 553-SPK	2	Each	\$214.23	\$428.46
85	Primary	Come-Along Lug-All 3000-30 Cable Ratchet Hoist-Winches, 1 1/2 Tons Capacity Part # 3000-30	1	Each	\$345.54	\$345.54
86	Primary	(Sprinkler Stop Valve) Fire Penny – SKU:Q-COM	2	Each	\$22.96	\$45.92
90	Primary	Task Force Tips Line Pressure Gauge, 2.5"NH-F In x 2.5"NH-M Out SKU: TFT-J25G300F	1	Each	\$416.07	\$416.07
91	Primary	Fire Ready Enterprise Adjustable Hose Strap 3 Pack SKU: AN4981FRE03	2	Each	\$59.51	\$119.02
92	Primary	Padded HighRise Tool Pack, 16"L x 12"H x 6"D Style: #HP-700 (RED)	1	Each	\$113.10	\$113.10
94	Primary	EXTINGUISH 2.5 GALLON WATER CAN, MFG. AMEREX, #240	1	Each	\$152.31	\$152.31
96	Primary	EXTINGUISHER 10LB CO2, MFG. AMEREX, #330	1	Each	\$298.64	\$298.64
98	Primary	JUNCTION BOX HORIZONTAL MT, MFG. AKRON BRASS COMPANY, #EJB-HMT	1	Each	\$239.70	\$239.70

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LOWEST LINE ITEM BY VENDOR

RFB No. RFB 26-048

Firefighter Equipment for Ladder 102

Line Item	Award Type	Description	Quantity	Unit of Measure	Unit Cost	Total Cost
104	Primary	10' Leatherhead NY-Style Hook with Angled Chisel at Foot – Steel Shaft, The Fire Store SKU: NYH-10	1	Each	\$175.27	\$175.27
107	Primary	Ziamatic Safety Can Mounting Brackets Model: OVAL https://clareys.com/buy/safety-can-mounting-bracket/	1	Each	\$84.36	\$84.36
113	Primary	14" Circular Composite Blade - Concrete The Fire Store SKU: CCB-14	1	Each	\$13.08	\$13.08
115	Primary	Key Fire Hose Combat Ready 1.75 50' NST White DP17-1000 (Bumper)	4	Each	\$315.63	\$1,262.52
116	Primary	Key Fire Hose Combat Ready 1.75 50' NST Red DP17-1000 (Cross Lay)	6	Each	\$315.63	\$1,893.78
117	Primary	Key Fire Hose Combat Ready 1.75 50' NST Yellow DP17-1000 (Cross Lay)	5	Each	\$315.63	\$1,578.15
118	Primary	Key Fire Hose Combat Ready 1.75 6' NST White DP17-1000	1	Each	\$93.74	\$93.74
119	Primary	Key Fire Hose Combat Ready 1.75 8' NST Red DP17-1000	1	Each	\$103.81	\$103.81
120	Primary	Key Fire Hose Combat Ready 1.75 8' NST Yellow DP17-1000	1	Each	\$103.81	\$103.81
121	Primary	Key Fire Hose Big-10 DJ Hose 2.5" 20' NST Blue DP25-800	1	Each	\$140.02	\$140.02
122	Primary	Key Fire Hose Big-10 DJ Hose 2.5" 50' NST Blue DP25-800	6	Each	\$242.17	\$1,453.02
123	Primary	Key Fire Hose Big-10 DJ Hose 2.5" 6' NST White DP30-800	1	Each	\$92.36	\$92.36
124	Primary	Key Fire Hose Pro Flow 5" 100' Storz Yellow RC50-450 Item Number: 50PF5100YL	10	Each	\$914.10	\$9,141.00
125	Primary	Key Fire Hose Pro Flow 5" 25' Storz, Yellow, Part # RC50-450 Item Number: 50PF525YL	2	Each	\$475.70	\$951.40
126	Primary	Key Fire Hose Big-10 DJ Hose 3" 25' NST White DP30-800	2	Each	\$225.94	\$451.88
128	Primary	Hebert Hose Clamps Relieve Line Pressure or Change Fittings The Fire Store: SKU: HE-6	1	Each	\$508.27	\$508.27
131	Primary	Rescue 42 – "The Shark" collapsible step-chocks, SRK-LARGE 16"	4	Each	\$999.17	\$3,996.68
132	Primary	MSA - G1 SCBA CONFIGURATION Thermal Imaging Camera SKU: A-G1F5444MD2C2LGR	5	Each	\$10,230.34	\$51,151.70
133	Primary	MSA - CYL,G1 LP RC,4500 PSIG 45MINS W/QC SKU: 10175708	10	Each	\$1,485.00	\$14,850.00

EVALUATION TABULATION

Request For Bid - Firefighter Equipment for Ladder 102

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LOWEST LINE ITEM BY VENDOR
RFB No. RFB 26-048
Firefighter Equipment for Ladder 102

Line Item	Award Type	Description	Quantity	Unit of Measure	Unit Cost	Total Cost
134	Primary	MSA - G1 RIT System, 4500, FCPC, Reg, 6-Ft Q-F,UEBSS. SKU: 10206313	1	Each	\$5,974.31	\$5,974.31
135	Primary	MSA - CYL,G1 RC,4500 PSIG, 60 MINS W/QC, SKU: 10175710	1	Each	\$1,823.25	\$1,823.25
136	Primary	G1 Lithium Ion Battery charger station, SKU: 10158385	1	Each	\$1,008.31	\$1,008.31
137	Primary	Battery Pack, G1 Rechargeable	5	Each	\$520.81	\$2,604.05
138	Primary	L3 LITE-SPEED RIT BAG (RED) TRUE NORTH GEAR, SKU: RBL303	1	Each	\$314.69	\$314.69
197	Primary	14AD3 RESCUCENDER NFPA, Item: PZB50A	3	Each	\$92.82	\$278.46
200	Primary	202D-C3-SM-BK-AL-AL-Q3-SH-FL-TL-MA-00 CMC CUSTOM ATOM HARNESS, SMALL, Item: CUSTOM-HARNESS	1	Each	\$474.17	\$474.17
201	Primary	202D-C3-MD-BK-AL-AL-Q3-SH-FL-TL-MA-00 CMC CUSTOM ATOM HARNESS, MED, Item: CUSTOM-HARNESS	3	Each	\$474.17	\$1,422.51
202	Primary	202D-C3-LG-BK-AL-AL-Q3-SH-FL-TL-MA-00 CMC CUSTOM ATOM HARNESS, LARGE, Item: CUSTOM-HARNESS	1	Each	\$474.17	\$474.17
204	Primary	ORIGIN TT Rigging Plate, Item: NFPA130400	1	Each	\$140.83	\$140.83
207	Primary	Single Paratech Strut Mount - 3in Diameter (Grey Strut) POLY-TECH-AMERICA, Hardware: Bolt & Lock Nut Kit Part: PTS-101 PTS-101-NB	10	Each	\$90.01	\$900.10
208	Primary	12X12 Base Plate Mount, POLY-TECH-AMERICA Part: PTS-151 PTS-151-NB	4	Each	\$54.95	\$219.80
210	Primary	12 X 12 Base Plate Poly Box, POLY-TECH-AMERICA PTS-189 PTS-189-NB	1	Each	\$373.31	\$373.31
						\$129,509.92

LOWEST LINE ITEM BY VENDOR
RFB No. RFB 26-048
Firefighter Equipment for Ladder 102

9. W.S. Darley & Co. - Itasca, IL
LADDER 102 EQUIPMENT LIST

Line Item	Award Type	Description	Quantity	Unit of Measure	Unit Cost	Total Cost
4	Primary	27" FIBERGLASS D-HANDLE SCOOP SHOVEL MFG. FLAMEFIGHTER CORP., #LSS27D	1	Each	\$71.56	\$71.56
5	Primary	(Spade Shovel – Fiberglass) 48" ROUND PO INT SHOVEL, FIBERGLASS MFG. FLAMEFIGHTER CORP., #RPS48	1	Each	\$51.56	\$51.56
6	Primary	SQUARE POINT SHOVEL 49" FG HANDLE MFG. FLAMEFIGHTER CORP., #SQP48	1	Each	\$51.56	\$51.56
8	Primary	Fire Safety USA – Flamefighter SCBA Bracket (Assembled) SKU: 15251	1	Each	\$48.00	\$48.00
14	Primary	2.5"-5" Single end Spanner Kocheck Storz Spanner Wrench All Hands Public Safety - SKU: KC-KS3	2	Each	\$29.88	\$59.76
19	Primary	WYE BALL VALVE 2.5" F x (2) 1.5" M ALUMINUM LG HDL, MFG. ELKHART BRASS MFG CO INC, #02507101	2	Each	\$364.56	\$729.12
37	Primary	South Park Corporation 1.5" Quick-Lok Coupling Mounting Plate SKU: QL48Z15C	4	Each	\$34.94	\$139.76
38	Primary	South Park Corporation 2.5" Quick-Lok Coupling Mounting Bracket SKU: QL48Z25C	6	Each	\$35.19	\$211.14
57	Primary	Task Force Tips Blitzfire High Elevation Combo Package - Monitor, Bracket, Max Series Tip & 3 Stacked Tips TFT - Blitzfire HE Packages, SKU: XXC-52-HENH1	1	Each	\$4,813.13	\$4,813.13
87	Primary	(Hose Straps) 32" HOSE & LADDER STRAP, MFG. GEMTOR INC, #571 YEL NYLON	2	Each	\$38.40	\$76.80
95	Primary	EXTINGUISH 20# ABC, DRY CHEM, MFG. AMEREX, #423	1	Each	\$171.40	\$171.40
106	Primary	Gas Can – SKU: JR14160 Justrite 1 Gallon Oval Non-Metallic Red Safety Gas Can SEN-SCOVK: Oval Safety Can w/Bracket	1	Each	\$98.44	\$98.44
198	Primary	12CE3 ASAP LOCK WITH ASAPSORBER AXESS + BMD, Item: PZK097AA02	2	Each	\$334.35	\$668.70
						\$7,190.93

Line Item	Description	Quantity
1	Flir K65 320x240 Thermal Camera Kit SKU: FLIR-72202-0303	1
2	Flir K-series Camera Truck Charger – K65 The Fire Store SKU: T198322ACC	1
3	FLIGHT SITE LANDING ZONE KIT – F PENNY SKU:FLIGHT-G65011-LED-KIT	1
4	27" FIBERGLASS D-HANDLE SCOOP SHOVEL MFG. FLAMEFIGHTER CORP., #LSS27D (Spade Shovel – Fiberglass)	1
5	48" ROUND PO INT SHOVEL, FIBERGLASS MFG. FLAMEFIGHTER CORP., #RPS48	1
6	SQUARE POINT SHOVEL 49" FG HANDLE MFG. FLAMEFIGHTER CORP., #SQP48	1
7	Mitchell MITHD9 AC Hotstick Voltage Detector for First Responders, Police and Firefighters	1
8	Mitchell Part Number MMJ-MITHD9 Fire Safety USA –	1
9	Flamefighter SCBA Bracket (Assembled) SKU: 15251 Streamlight Portable scene Light EXT	1
10	SKU: STR-45680 STREAMLIGHT PORTABLE SCENE LIGHT II	2
11	Flashlight Dealer - SKU: STL-46000 SURVIVOR LED WITH 12V DC FAST CHARGE	5
12	ORANGE, MFG. STREAMLIGHT INC, #90509 Streamlight Fire Vulcan LED – BOX Light WITH 12V DC & 110V AC CHARGER	2
13	The Fire Store - SKU: 44451 2.5" - 5" SPANNERS W/ BRACKET Kochek Storz Spanner Wrench	1
14	All Hands Public Safety - SKU: KC-KS34 2.5"-5" Single end Spanner Kochek Storz Spanner Wrench	2
15	All Hands Public Safety - SKU: KC-KS3 Double Head Hydrant and Spanner Wrench Set	3
16	Fire Hose Direct: Item Number: DHSWS Harrington Two-Man Hose Roller SKU: HHR-2	1

	(JEFFREY VALVE)	
	REVOLUTION INTAKE 5 STZ X 6NH LH F	
17	MFG. AKRON BRASS COMPANY, #79820001	2
	5" STORZ BLIND CAPS W/ CHAIN,	
18	The Fire Store - SKU: TFT-A01ST	2
	WYE BALL VALVE 2.5" F x (2) 1.5" M ALIMINUM LG HDL,	
19	MFG. ELKHART BRASS MFG CO INC, #02507101	2
	(Gate Valve)	
	Akron Gate Valve, Pyrolite, 2.5" Inlet	
20	SKU: AK-2285	2
	5" STORZ X 4" STORZ RIGID	
21	The Fire Store – SKU: TFT-AA4ST-SP	1
	STORZ MOUNTING PLATE 5.0"	
22	Fire Hose Dirrect, Item No.: SMP45-D	4
	5" Storz to 4.5" NST Hydrant Adapter	
23	The Fire Store – SKU: TFT-AA1HST-NR	2
	ADAPTER 2.5" NH DOUBLE FEMALE, Task Force Tips	
24	Female x Female Adapter Rocker Lug SKU: TFT-AA7NJ-NJ	2
	ADAPTER 2.5" NH x 2.5" NH DOUBLE MALE,	
	Task Force Tips Adapter Double Male Rocker Lug SKU: TFT-	
25	AA6NJ-NJ	2
	ADAPT 2.5" FEM x 1.5" MALE, Connection Adapter – 2.5"	
	(65 mm) NHF Rigid Rocker x 1.5" (38 mm) NHM Rigid	
	Thread	
26	Task Force Tip SKU: AA5NJ-NF	2
	ADAPTER 1.5" FEMALE x .75 MALE GHT., Garden Hose –	
	Connection Adapter – 1.5" (38 mm) NHF Rigid Rocker x	
	3/4" (19 mm) GHT-M Rigid Thread, Task Force Tip SKU:	
27	AA5NF-GHT	1
	ADAPTER 1.5" NH FEMALE X 1" NH MALE, Connection	
	Adapter – 1.5" (38 mm) NHF Rigid Rocker x 1" (25 mm)	
	NHM Rigid Thread	
28	Task Force Tip SKU: AA5NF-ND	1
	Adapter, 2.5" female X to .75" male GHT (WATER HOSE),	
	Connection Adapter – 2.5" (65 mm) NHF Rigid Rocker x	
	3/4" (19 mm) GHT-M Rigid Thread	
29	Task Force Tip SKU: AA5NJ-GHT	1

30	Connection Adapter – 3.5" (90 mm) NHF Rigid Rocker × 2.5" (65 mm) NHM Rigid Thread - SKU: AA5NN-NJ	1
31	Connection Adapter – 5" (125 mm) Storz Rigid × 2.5" Male (65 mm) NHM Rigid Rocker, Task Force Tip SKU: AA2ST-NJ (Gated Siamese 5" Storz to 2.5" NST), Task Force Tips	1
32	Legacy 2.5" Gated Siamese Valve, 5" Swiveling Storz to 2.5" Dual Swivel Rocker Lug, TASK FORCE TIPS, SKU: TFT-AY9ST-NJ	1
33	(Manifold 5" Storz to (3) 2.5" NST), 3-WAY VALVED MANIFOLD, 5" STORZ X (3) 2.5" MALE OUTLETS - SKU: AL32T0	1
34	ATOR KEY SET, The Fire Store, SKU: EKS-12	2
35	Fire Hooks Unlimited Auto Rescue Kit – The Fire Store - SKU: ARK	2
36	Foam Wrench, Zico Universal Spanner Wrench for Foam Containers	2
37	The Fire Store - SKU: UFCW	2
38	South Park Corporation 1.5" Quick-Lok Coupling Mounting Plate	4
39	SKU: QL48Z15C	4
40	South Park Corporation 2.5" Quick-Lok Coupling Mounting Bracket	6
41	SKU: QL48Z25C	6
42	EDUCTOR 95 GPM 1.5" FEMALE X 1.5" MALE W/36" HOSE, MFG. TASK FORCE TIPS, #UE-095-NF	1
43	Task Force Tips Legacy 2.5" Stream Straightener	1
44	SKU: TFT-H-SS-NJ	1
45	4 STACKED TIPS 2.5" INLET, MFG. TASK FORCE TIPS, SKU: MST-4NJ	1
46	Handline Nozzle Overlay Color Kits for Pistol Grip and Shutoff Handles (6 colors)	2
47	Product code: 90070001	2
48	Smooth Bore 15/16" Nozzle Tip – 1.5" NHF Rigid Inlet Task Force Tip	1
49	SKU: FSS12	1
50	Selectable GPM Fog Nozzle: IN Compartment	1 ½" HIGH-RANGE TURBOJET TIP With 1 ½" Inlet, 75-psi
51	AKRON BRASS COMPANY, Style: 1744	1

	Selectable GPM Fog Bale:	
45	2.5" X 1.5" SHUTOFF With PISTOL GRIP, Style: 21264001 Smoothbore Breakaway Nozzle: Crosslay 188-XD LONG BARREL TIP, 1.5" x 15/16" (Bumper Color	1
46	RED), Style: 66763007 Smoothbore Breakaway Bale:	2
47	Akron 1.5" x 1.5" Shutoff with Pistol Grip, Style: 2127 Fog Breakaway Nozzle: Crosslay AKRON 1.5" ASSAULT Mid-Range BREAKAWAY FOG	1
48	NOZZLE 150-gpm @ 75PSI, Model: 4866 Fog Breakaway Nozzle Bale:	1
49	Sabor Tip Shutoff W/O PG, 1.5NH X 1.5NH 7/8 D Style: 24317003 Rear Breakaway Fog Nozzle: 250-gpm	1
50	AKRON: 1.5 HIGH-RANGE ASSAULT TIP WITH SPINNING TEETH 250-gpm @ 75PSI, Style: 4824	1
	Rear Breakaway Fog Bale: 250-gpm	
51	AKRON: SBR TIP SO 2.5" X 1.5", 1 1/8" D, Style: 24334002 Front Bumper Fog:	1
52	AKRON – TURBOJET Selectable GPM Fog Nozzle, Style: 1723	2
	(Highrise - Pack)	
53	METRO 1 Tip 1.5"F 185 GPM @ 75 PSI TASK FORCE TIPS SKU: ME1TO-214 (Highrise - Pack)	1
	DETENT VALVE 1.5"NH X 1.5"NH	
54	Detent Valve 1.5" SKU: H-VO PLAYPIPE W/VALVE 2.5"FEMALE X 1.5"MALE	1
55	Task Force Tip, SKU: H-2VPP	1
	(PLAYPIPE) Smooth Bore Triple-Stacked Nozzle Tip Set (1- 1/4", 1-1/8", 1") – 1.5" NHF Rigid Inlet, SKU: FS-3STACK	
56		1
	Task Force Tips Blitzfire High Elevation Combo Package - Monitor, Bracket, Max Series Tip & 3 Stacked Tips	
57	TFT - Blitzfire HE Packages, SKU: XXC-52-HENH1	1

58	K-TOOL COMPLETE KIT, MFG. K-TOOL COMPANY, #K-TOOLKIT (Crowbar)	1
59	PRY BAR 36", MFG. COUNCIL TOOL CO. INC, #60PP	1
	48" PINCH POINT BAR	
60	Pinch Bars, Pinch Point Bar, 48 In. L, Zoro SKU: G1060166 NY Hook 3' W/Chisel end, Black	2
61	SKU: NYH-3 (Sledge Hammer 8 LB) Leatherhead Tools 36" Sledge, Fiberglass Handle Manufacturer: Leatherhead Tools	1
62	The Fire Store SKU: SLY-8-36 Fire Hooks Unlimited "The Ringer" 36", All Purpose Tool &	1
63	Boston Rake, SKU: RNG-36 Fire Hooks Unlimited Manhole Hook with D-handle	1
64	The Fire Store - SKU: MANHOLE-36 Fire Hooks Unlimited New York Roof Hook 3' W / Chisel End, Steel Black	1
65	The Fire Store - SKU: RH-3	1
	(AXE & HALLIGAN) Combo	
	Grainger – LEATHERHEAD TOOLS Halligan and Axe: Tool Kit, Flathead Axe, 36 in Handle Lg, Round, 6 lb Head Wt.	
66	Item 31AZ63 Mfr. Model K-LB30-2 Fire Hooks Unlimited Pro Bar Halligan-Type Forcible Entry Tool	2
67	The Fire Store - SKU: PB-30 (Pick Head Axe) LEATHERHEAD TOOLS Axe: Axe, Pickhead Axe, 36 in Handle Lg, Round, 6 lb Head Wt.	1
68	Item: 5HYD1 Mfr. Model PAY-6	1
69	36" BOLT CUTTER, MFG. FLAMEFIGHTER CORP., #BC36	1
70	18" BOLT CUTTER, MFG. FLAMEFIGHTER CORP., #BC18 36" MOUNT BOLT CUTTER, MFG. SENSIBLE PRODUCTS,	1
71	#BC1000	1

	Zico Bracket for 18" to 36" Bolt Cutters	
72	The Fire Store – SKU: BCB	1
	AXE MOUNT HANDLE, MFG. SOUTH PARK CORPORATION,	
73	#ZSMA5201C-S	2
	PAC Tools Handlelok 1004 Mounting Bracket	
74	SKU: PAC-1004-B	15
	PAC Tool Jumbo Lok Adjustable Mounting Bracket	
75	SKU:PAC-1070-B	2
	Super Vac 16" PPV (Dewalt) With 2550-V16-BD-12-ACSP	
76	Model: V16-BD-SP-WH	1
	Super Vac 16" Fan Mount	
77	Model: BDTM-16-WH	1
78	Super Vac Fan Carry Strap – SKU: BDSS	1
	AMKUS FLEXVOLT WINDSHIELD REMOVAL KIT	
79	Product Code: AMKWNDREM-KIT	1
	DEWALT 12V/20V/60V MAX 4-Port Lithium-Ion Battery	
	Charger	
80	Model # DCB104	1
	DEWALT FLEXVOLT 20V/60V MAX* Battery, 12.0-Ah	
81	SKU: (DCB612)	6
	20V/60V MAX FLEXVOLT Lithium-Ion 12.0Ah Battery and	
	20V/60V MAX FLEXVOLT 12 Amp Fan Cooled Fast Charger	
82	Home Depot Model # DCB612WDCB1112	4
	Dewalt 60V Lithium-Ion 9 in. Cordless Cutoff Saw (Tool	
	Only)	
83	Model # DCS692B	1
	28" Collapsible Pop-Up Cones with Lights - 5 Pack with Bag	
84	Traffic Safety Warehouse Item Number: 553-5PK	2
	Come-Along	
	Lug-All 3000-30 Cable Ratchet Hoist-Winches, 1 1/2 Tons	
	Capacity	
85	Part # 3000-30	1
	(Sprinkler Stop Valve)	
86	Fire Penny – SKU:Q-COM	2

	(Hose Straps)	
	32" HOSE & LADDER STRAP, MFG. GEMTOR INC, #571 YEL	
87	NYLON	2
88	Utility Rope: ½ inch Black - 150 Feet	1
	CMC Rescue Rope Bags	
89	SKU CMC-430205-Black-2	1
	Task Force Tips Line Pressure Gauge, 2.5"NH-F In x 2.5"NH-	
90	M Out SKU: TFT-J25G300F	1
	Fire Ready Enterprise Adjustable Hose Strap 3 Pack	
91	SKU: AN4981FRE03	2
	Padded HighRise Tool Pack, 16"L x 12"H x 6"D	
92	Style: #HP-700 (RED)	1
	(Vehicle Lock Out KIT)	
	BIG EASY LOCKOUT TOOLS KIT (CLASSIC) , MFG. STECK	
93	#32900	1
	EXTINGUISH 2.5 GALLON WATER CAN, MFG. AMEREX,	
94	#240	1
95	EXTINGUISH 20# ABC, DRY CHEM, MFG. AMEREX, #423	1
96	EXTINGUISHER 10LB CO2, MFG. AMEREX, #330	1
	CAN HARNESS, MFG. FIREHOOKS UNLIMITED INC, #CH-	
97	312	1
	JUNCTION BOX HORIZONTAL MT, MFG. AKRON BRASS	
98	COMPANY, #EJB-HMT	1
99	Hose Hook – SKU: 2927-FFHH	2
	Leatherhead TNT Denver Multi-Purpose Firefighter Tool -	
	35", 6.5/lbs head (BLACK) Fire Penny – SKU:LH-TNT-	
100	TN635-B	1
	(6' FDNY Hook)	
	NY HOOK, 6', BLACK W/ CHISEL END, MFG. LEATHERHEAD	
101	TOOLS, SKU: NYH-6	2
	Fire Hooks Unlimited Arson-Trash Hook	
102	The Fire Store SKU: TRH-6D	1
	8' Leatherhead NY-Style Hook with Angled Chisel at Foot	
103	– Steel Shaft, The Fire Store SKU: NYH-8	1
	10' Leatherhead NY-Style Hook with Angled Chisel at Foot	
104	– Steel Shaft, The Fire Store SKU: NYH-10	1

	(8' FDNY Hook)	
	Leatherhead Tools American Hook Pike on Pro-Lite, Hi-Viz	
105	Fiberglass Pole SKU: PLY-8AH-B	1
	Gas Can – SKU: JR14160	
	Justrite 1 Gallon Oval Non-Metallic Red Safety Gas Can	
106	SEN-SCOVK: Oval Safety Can w/Bracket	1
	Ziamatic Safety Can Mounting Brackets	
	Model: OVAL	
107	https://clareys.com/buy/safety-can-mounting-bracket/VARIABLE STRAP 11" - 16", MFG. ZICO ZIAMATIC CORP.,	1
108	UMVS-1116-11	4
	VARIABLE STRAP 16" - 25", MFG. ZICO ZIAMATIC CORP.,	
109	#UMVS-1625-11	6
	2" FOOTMAN'S LOOP, MFG. ZICO ZIAMATIC CORP.,	
110	#CPFL000003	10
	(14" Circular Carbide Blade)	
	Fire Hooks Unlimited Carbide Tip Power Saw Blades, The Fire Store	
111	SKU: W-CBT-1-12-24T	1
	Stihl 14" DBA90 350MM PREMIUM MULTI Diamond wheel (carbide, diamond, composite) SKU: 0835 094 8013	
	OR	
112	14" Piraya Diamond Blade, Darley Fire SKU#: BG239	2
	14" Circular Composite Blade - Concrete	
113	The Fire Store SKU: CCB-14	1
	Sterling SearchLite FDNY Configuration, Reflective Search Line Kit	
	The Fire Store SKU: SL75-GLO-FDNY-B	
114		1
	Key Fire Hose Combat Ready 1.75 50' NST White DP17-	
115	1000 (Bumper)	4
	Key Fire Hose Combat Ready 1.75 50' NST Red DP17-	
116	1000 (Cross Lay)	6
	Key Fire Hose Combat Ready 1.75 50' NST Yellow DP17-	
117	1000 (Cross Lay)	5
	Key Fire Hose Combat Ready 1.75 6' NST White DP17-	
118	1000	1

119	Key Fire Hose Combat Ready 1.75 8' NST Red DP17-1000	1
120	Key Fire Hose Combat Ready 1.75 8' NST Yellow DP17-1000	1
121	Key Fire Hose Big-10 DJ Hose 2.5" 20' NST Blue DP25-800	1
122	Key Fire Hose Big-10 DJ Hose 2.5" 50' NST Blue DP25-800	6
123	Key Fire Hose Big-10 DJ Hose 2.5" 6' NST White DP30-800	1
124	Key Fire Hose Pro Flow 5" 100' Storz Yellow RC50-450 Item Number: 50PF5100YL	10
125	Key Fire Hose Pro Flow 5" 25' Storz, Yellow, Part # RC50-450 Item Number: 50PF525YL	2
126	Key Fire Hose Big-10 DJ Hose 3" 25' NST White DP30-800	2
127	Hydrant Bag - Avon Hydrant Bag with Hydrant Label, Yellow The Fire Store - SKU: W-CM-UB22	1
128	Hebert Hose Clamps Relieve Line Pressure or Change Fittings The Fire Store: SKU: HE-6	1
129	Knox FDC Key Wrench Brooks Equipment, SKU: KX3101	2
130	KNOX FDC Wrench (KEY), SKU: FDC WRENCH	2
131	Rescue 42 – "The Shark" collapsible step-chocks, SRK-LARGE 16"	4
132	MSA - G1 SCBA CONFIGURATION Thermal Imaging Camera SKU: A-G1FS444MD2C2LGR	5
133	MSA - CYL,G1 LP RC,4500 PSIG 45MINS W/QC SKU: 10175708	10
134	MSA - G1 RIT System, 4500, FCPC, Reg, 6-Ft Q-F,UEBSS. SKU: 10206313	1
135	MSA - CYL,G1 RC,4500 PSIG, 60 MINS W/QC, SKU: 10175710	1

136	G1 Lithium Ion Battery charger station, SKU: 10158385	1
137	Battery Pack, G1 Rechargeable	5
	L3 LITE-SPEED RIT BAG (RED) TRUE NORTH GEAR, SKU:	
138	RBL303	1
	Holmatro Pentheon Cutter Horizontal Mount:	
139	Horizontal Mount for PCU50	1
	Holmatro Pentheon Spreader Horizontal Mount:	
140	Horizontal Mount for PSP40/50	1
	Horizontal (UPRIGHT) Bracket for PTR50 Pentheon Ram	
141	SKU: PP-HOL-PTR50-U	1
142	Holmatro Pentheon: Extraction Cutters, SKU: PCU50	1
143	Holmatro Pentheon: Extraction Spreaders, SKU: PSP40	1
144	Holmatro Pentheon: Telescoping Ram, SKU: PTR 50)	1
145	Holmatro Pentheon Battery Charger, AC, SKU: PBCH2	3
146	Hurst Strongarm hydraulic F.E. tool, SKU: 273180000	1
147	16IB2 HIGHWAY VEHICLE STABILIZATION, Item: 22-796852	1
148	14GB2 CONTOUR BASE, Item: 22-796270	2
149	14DD3 STRUT V-BASE END, Item: 22-796090	2
	20' GRADE 100 3/8" CHAIN GRAB/GRAB, Item: TG100-	
150	3820GG	2
151	GLOVES RAPPEL MD TAN, Item: TC250203	1
152	GLOVES RAPPEL LR TAN, Item: TC250204	2
153	GLOVES, RAPPEL XL TAN, CMC, Item: TC250205	2
154	GLOVES, RAPPEL XXL TAN, CMC, Item: TC250206	1
155	PACK RIGTECH RED, Item: TC441103	1
156	ROPE BAG #3 RED, Item: TC430303	1
157	ROPE BAG #3 BLUE, Item: TC430302	1
158	TC430301 ROPE BAG #3 ORG	1
159	PROPOCKET, RED, CMC, Item: TC434103	1
160	PROPOCKET, BLK, CMC, Item: TC434105	2
161	PACK RIGTECH RED, Item: TC441103	1
	ROPE TEUFELBERGER KM II RED, 300-FEET, Item:	
162	TCK01160	1
	ROPE, KM III 1/2 BLU, TEUFELBERGER, 300-FEET, Item:	
163	TCK03160	1

	ROPE, KM III 1/2 ORG, TEUFELBERGER, 300-FEET, Item:	
164	TCK0516	1
165	CORD, AZTEK 8MM ORG, 100-FEET, Item: TC293021	1
166	PRUSIK CORD 6MM BLUE, 25-FEET, Item: TC293012	1
167	SYSTEM AZTEK PROSERIES, Item: TC500104	2
168	13HC7 WINGMAN HARKEN, Item: TC720600	1
169	LITTER STA STL RESCUE TAPERED, Item: TC726100	1
170	LITTER HARNESS PROSERIES, Item: TC724121	1
171	KIT for One Piece Litter, Item: TC500701	1
172	HARNESS LIFESAVER VICTIM, Item: TC202405	1
173	HARNESS LIFESAVER VICTIM CHEST, Item: TC202404	1
174	12CE10 CLUTCH 13MM, Item: TC335013	10
175	12CE5 CAPTO 13MM RED, Item: TC336013	2
176	SOFT SHACKLE CAPTO BLACK, Item: TC293005	2
177	PULLY PROSWIVEL 2.0" PMP, Item: TC300437	5
178	DOUBLE SWIVEL PMP, Item: TC300438	4
179	SWIVEL PROSERIES, Item: TC300701	1
180	QUICK LINK DELTA 12MM, Item: TC382121	1
181	O-RING 1/2" STEEL, Item: TC305011	1
182	ANCHOR PLATE ALUMINUM RED, Item: TC300610	2
183	12CE1 RIG PLATE SQUID BLACK, Item: TC300020	1
184	CARABINER DNA AUTO-LOCK BLK/SLVR, Item: TC300096	10
	CARABINER PROSTEEL AUTO-LOCK D ANSI BLK/SLV, Item:	
185	TC300092	40
186	CARABINER PS AUTO RED, Item: TC300233	12
187	CARABINER PT AUTO RED WK, Item: TC300153	12
188	ASCENDER WUICK UP RIGHT HAND CT, Item: TC343039	2
189	FOOT LOOP BOOST RED BLACK, Item: TC201196	2
190	SLING TEXORA MAMBA 0.5M, Item: TC200404	8
191	14AD11 SLING TEXORA MAMBA 1.0M, Item: TC200405	8
	12CE13 SLING TX/L COMPACT TEXORA 1M, Item:	
192	TC200400	1
	12CE12 SLING TX/L COMPACT TEXORA 2M, Item:	
193	TC200401	1
194	SL STRAP VARIABLE ANCHOR RED, Item: TC201042	2
195	EDGE PAD LARGE, Item: TC294018	2

196	EDGE GUARD LG, Item: TC294029	2
197	14AD3 RESCUCENDER NFPA, Item: PZB50A	3
	12CE3 ASAP LOCK WITH ASAPSORBER AXESS + BMD, Item:	
198	PZK097AA02	2
199	PULLEY SWIVO 1.1" PMP SINGLE, Item: TC300350	2
	202D-C3-SM-BK-AL-AL-AL-Q3-SH-FL-TL-MA-00	
	CMC CUSTOM ATOM HARNESS, SMALL, Item: CUSTOM-	
200	HARNESS	1
	202D-C3-MD-BK-AL-AL-AL-Q3-SH-FL-TL-MA-00	
	CMC CUSTOM ATOM HARNESS, MED, Item: CUSTOM-	
201	HARNESS	3
	202D-C3-LG-BK-AL-AL-AL-Q3-SH-FL-TL-MA-00	
	CMC CUSTOM ATOM HARNESS, LARGE, Item: CUSTOM-	
202	HARNESS	1
203	HELMET, ZENITH X2, WHITE, CMC, Item: TC346310	1
204	ORIGIN TT Rigging Plate, Item: NFPA130400	1
	RATCHET BELT 27' WLL 3300 LBS, PARATECH, Item: 22-	
205	890553	2
206	DOUBLE HEAD STEEL PICKET, PARATECH, Item: 22-796P14	4
	Single Paratech Strut Mount - 3in Diameter (Grey Strut)	
	POLY-TECH-AMERICA, Hardware: Bolt & Lock Nut Kit	
207	Part: PTS-101 PTS-101-NB	10
	12X12 Base Plate Mount, POLY-TECH-AMERICA	
	Part: PTS-151	
208	PTS-151-NB	4
	Horizontal Strut Stopper, POLY-TECH-AMERICA	
	Part: PTS-149	
209	PTS-149-NB	4
	12 X 12 Base Plate Poly Box, POLY-TECH-AMERICA	
	PTS-189	
210	PTS-189-NB	1
	Horizontal Quad Picket Grip-Clip, POLY-TECH-AMERICA	
	PART: MIS-118-4-H	
211	MIS-118-4-H-NB	1

	Original Poly-Box Builder	
	Length (O.D): 24" Width (O.D): 12"	
	Height (O.D): 12"	
	POLY-TECH-AMERICA	
212	Part: PBB-9991-02	2
213	Harken Lokhead Winch Kit, Item: CMC 733500	1
	Harken Winch Accessory, Protect-Connect, Item: CMC	
214	733435	1
	FLEXVOLT 60V MAX Cordless In-line 1/2 in. Stud and Joist	
	Drill with E-Clutch and (1) FLEXVOLT 9.0Ah Battery	
	Home Depot Internet # 309097887	
215	Model # DCD470X1	1
216	HARKEN WINCH POWER TOOL ADAPTER, Item # 733431	1
	Tractel Griphoist 1 Ton Manual Wire Rope Hoist 2000 lbs	
	Capacity 30ft. Lift Galvanized Wire Rope Heavy Duty	
217	and Portable Powerful Manual Winch TU17 Series	1

	AEST Fire and Safety Inc.	Firefighter One LLC
Unit of Measure	Unit Cost	Unit Cost
Each	\$5,611.00 No Bid	
Each	\$544.00 No Bid	
Each	No Bid	No Bid
Each	\$99.00 No Bid	
Each	\$99.00 No Bid	
Each	\$99.00 No Bid	
Each	No Bid	No Bid
Each	\$93.00 No Bid	
Each	No Bid	\$890.00
Each	No Bid	\$685.00
Each	No Bid	\$160.00
Each	No Bid	\$215.00
Each	No Bid	No Bid
Each	No Bid	No Bid
Each	No Bid	No Bid
Each	\$474.00	\$160.00

Each	No Bid		\$1,920.00
Each	No Bid	No Bid	
Each	No Bid		\$419.00
Each	No Bid		\$695.00
Each	No Bid	No Bid	
Each	No Bid	No Bid	
Each	No Bid	No Bid	
Each	No Bid	No Bid	
Each	No Bid	No Bid	
Each	No Bid	No Bid	
Each	No Bid	No Bid	
Each	No Bid	No Bid	
Each	No Bid	No Bid	
Each	No Bid	No Bid	

Each	No Bid	No Bid	
Each	No Bid	No Bid	
Each	No Bid	No Bid	
Each	No Bid	No Bid	
Each		\$225.00	\$199.00
Each		\$36.00	\$22.00
Each		\$33.00	\$22.00
Each		\$59.00	No Bid
Each		\$59.00	No Bid
Each	No Bid	No Bid	
Each	No Bid	No Bid	
Each	No Bid	No Bid	
Each	No Bid		\$10.00
Each	No Bid	No Bid	
Each	No Bid	No Bid	

Each	No Bid		\$450.00
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Each		\$262.00 No Bid	
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Each	No Bid		\$333.00
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Each	No Bid		\$480.00
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Each	No Bid		\$384.00
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Each	No Bid		\$655.00
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Each	No Bid		\$498.00
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Each	No Bid		\$717.00
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Each	No Bid	No Bid	
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Each	No Bid	No Bid	
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Each	No Bid	No Bid	
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Each	No Bid	No Bid	
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Each	No Bid	No Bid	
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Each		\$185.00	\$170.00
Each		\$87.00	No Bid
Each	No Bid		No Bid
Each		\$109.00	\$89.00
Each		\$76.00	\$58.00
Each		\$167.00	No Bid
Each		\$67.00	\$39.00
Each		\$128.00	\$99.00
Each		\$376.00	No Bid
Each		\$265.00	\$250.00
Each		\$89.00	\$72.00
Each		\$94.00	No Bid
Each		\$69.00	No Bid
Each	No Bid		No Bid

Each		\$147.00	\$112.00
Each		\$36.00	No Bid
Each		\$61.98	\$38.00
Each		\$86.00	\$58.00
Each	No Bid		\$5,200.00
Each	No Bid		\$275.00
Each	No Bid		\$92.00
Each	No Bid	No Bid	
Each		\$405.00	No Bid
Each		\$386.00	No Bid
Each		\$172.00	No Bid
Each	No Bid	No Bid	
Each	No Bid	No Bid	
Each	No Bid	No Bid	
Each		\$25.00	No Bid

Each		\$44.00	No Bid	
Each		\$257.00	No Bid	
Each		\$114.00		\$95.00
Each	No Bid		No Bid	
Each	No Bid		No Bid	
Each	No Bid		No Bid	
Each	No Bid		No Bid	
Each	No Bid			\$315.00
Each	No Bid			\$625.00
Each	No Bid			\$585.00
Each		\$69.00		\$61.00
Each	No Bid		No Bid	
Each		\$74.00	No Bid	
Each		\$324.00	No Bid	
Each		\$193.00		\$114.00
Each		\$209.00		\$138.00
Each		\$214.00		\$147.00
Each		\$233.00	No Bid	

Each		\$134.00	\$79.00
Each	No Bid	No Bid	
Each		\$113.00	No Bid
Each		\$44.00	\$36.00
Each		\$47.00	\$38.00
Each		\$14.00	No Bid
Each		\$114.00	\$112.00
Each		\$126.00	No Bid
Each		\$33.00	\$18.00
Each	No Bid	No Bid	
Each	No Bid	No Bid	
Each	No Bid	No Bid	
Each	No Bid	No Bid	
Each	No Bid	No Bid	

[illegible]

Each	\$286.00	\$441.00
Each	\$142.00	\$114.00
Each	\$26.00	\$16.00
Each	\$558.00	No Bid
Each	\$546.00	\$504.00
Each	\$1,425.00	\$1,325.00
Each	\$328.00	\$297.00
Each	\$654.00	\$609.00
Each	\$294.00	\$265.00
Each	\$163.00	\$150.00
Each	\$762.00	\$705.00
Each	\$379.00	\$350.00
Each	\$9.06	\$122.00
Each	\$131.00	\$121.00
Each	\$193.00	\$121.00
Each	\$124.00	\$110.00
Each	\$26.00	\$21.00
Each	\$18.00	\$16.00
Each	\$83.00	\$74.00
Each	\$153.00	\$141.00
Each	\$46.00	\$41.00
Each	\$38.00	\$33.00
Each	\$55.00	\$47.00
Each	\$37.00	\$32.00
Each	\$92.00	\$82.00
Each	\$46.00	\$40.00
Each	\$33.00	\$29.00
Each	\$47.00	\$42.00
Each	\$29.00	\$26.00
Each	\$53.00	\$46.00
Each	\$65.00	\$55.00
Each	\$66.00	\$56.00

Each		\$55.00	\$46.00
Each		\$116.00 No Bid	
Each		\$428.00 No Bid	
Each		\$132.00	\$116.00
Each	No Bid	No Bid	
Each	No Bid	No Bid	
Each	No Bid	No Bid	
Each		\$173.00	\$149.00
Each		\$218.00 No Bid	
Each	No Bid	No Bid	
Each	No Bid	No Bid	
Each		\$99.00 No Bid	
Each		\$66.00 No Bid	
Each		\$32.00 No Bid	
Each		\$424.00 No Bid	
Each		\$285.00 No Bid	

Each	No Bid	No Bid	
Each		\$4,326.00	\$3,825.00
Each		\$585.00	\$495.00

Each	No Bid	No Bid	
Each		\$44.00	\$38.00

Each		\$2,525.00	No Bid
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Matheny Fire & Emergency	Municipal Equipment Company	North America Fire Equipment
Unit Cost	Unit Cost	Unit Cost
\$5,468.02	\$5,337.00	\$5,366.00
\$712.50	\$498.00	\$489.00
\$284.99 No Bid	No Bid	
\$92.55	\$114.50	\$110.00
\$79.99	\$82.50	\$85.00
\$76.33	\$82.50	\$85.00
\$625.99 No Bid	No Bid	
\$65.99	\$76.80	\$59.89
\$741.86	\$891.45	\$855.46
\$643.77	\$682.00	\$649.86
\$146.55	\$161.00 No Bid	
\$189.58	\$213.00	\$208.00
\$192.77	\$193.70	\$188.71
\$36.44	\$61.90	\$37.41
\$192.44	\$177.20 No Bid	
\$172.11	\$180.00	\$156.00



\$1,741.03

\$1,910.00

\$2,168.00

\$146.71 No Bid

\$174.69

\$419.17

\$391.00

\$408.00

\$814.97

\$702.00

\$798.00

\$484.98 No Bid

\$536.00

\$61.56 No Bid

\$35.00

\$460.20 No Bid

\$499.00

\$107.61 No Bid

\$119.00

\$60.00 No Bid

\$78.00

\$68.40 No Bid

\$84.00

\$66.24 No Bid

\$81.00

\$73.44 No Bid

\$85.00

\$194.40 No Bid

\$109.00

\$156.24 No Bid		\$176.00
\$307.44 No Bid		\$339.00
\$2,117.52 No Bid		\$2,241.00
\$2,563.20 No Bid		\$2,680.00
\$262.90	\$250.00	\$239.00
\$33.60	\$29.00	\$38.00
\$29.60	\$25.00	\$29.86
\$42.46	\$42.00	\$46.00
\$44.15	\$43.00	\$46.00
\$952.56 No Bid		\$992.00
\$166.32 No Bid		\$181.00
\$570.96 No Bid		\$591.00
\$145.20 No Bid		\$85.36
\$141.84 No Bid		\$152.00
\$814.63	\$670.00	\$739.00

\$617.41	\$463.00	\$512.00
\$286.41	\$229.00	\$246.00
\$521.46	\$343.00	\$379.00
\$711.63	\$493.00	\$542.00
\$637.32	\$393.00	\$439.75
\$717.60	\$670.00	\$739.96
\$555.60	\$504.00	\$559.86
\$868.80	\$801.00 No Bid	
\$828.00 No Bid		\$824.00
\$478.56 No Bid		\$474.00
\$1,021.92 No Bid		\$1,024.00
\$213.60 No Bid		\$219.00
\$6,321.00 No Bid		\$585.00

	\$178.14	\$205.00	\$186.71
No Bid	No Bid	No Bid	
	No Bid	No Bid	
	\$146.42	\$122.00	\$118.75
	\$74.66	\$95.00	\$69.00
	\$145.11	\$145.00	\$138.00
	\$46.58	\$48.00	\$59.85
	\$102.60	\$122.00	\$131.25
	\$431.03	\$400.00	\$35.00
		\$299.00	\$279.26
	\$96.46	\$91.00	\$87.80
	\$102.41	\$105.00	
	\$76.48	\$54.60	\$49.49
\$68.44	No Bid	No Bid	

\$124.17	\$121.00	\$128.00
\$20.01	\$26.00	\$27.41
\$36.99	\$44.00	\$43.74
\$56.81	\$66.50	\$62.66

\$7,140.00	\$5,737.50	\$5,529.00
\$418.00	\$300.00	\$289.10
\$128.00	\$97.50	\$93.98
\$968.00 No Bid	No Bid	
\$332.90	\$334.00 No Bid	
\$292.50	\$319.00 No Bid	
\$462.01	\$135.00 No Bid	
\$718.99	\$758.00 No Bid	

\$216.50	\$375.00 No Bid
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\$621.56 No Bid	No Bid
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\$102.50 No Bid	No Bid
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No Bid	\$60.55	\$53.90	\$48.00
	No Bid		\$241.00
	\$113.00	\$98.90	\$103.66
	\$611.20 No Bid		\$498.00
	\$62.41 No Bid	No Bid	
	\$146.20 No Bid	No Bid	
	\$28.44 No Bid		\$37.50
	\$236.80	\$422.00	\$161.00
	\$258.99	\$600.00	\$214.00
	\$381.50	\$785.00	\$356.00
	\$61.40	\$70.00	\$74.00
	\$295.20	\$280.00	\$322.00
	\$121.16 No Bid		\$73.17
	\$291.46	\$375.00	\$395.00
	\$171.48	\$195.00	\$163.00
	\$146.31	\$170.00	\$199.00
	\$201.22	\$250.00	\$240.00
	\$236.91	\$395.00	\$313.00

\$121.14	\$105.00	\$137.50
\$136.99 No Bid		\$121.00
\$92.60	\$89.00	\$116.00
\$39.91	\$38.25	\$49.81
\$43.68	\$40.30	\$53.00
\$4.19	\$7.65	\$13.00
\$168.91	\$118.75	\$169.00
\$206.11 No Bid		\$217.00
\$23.40 No Bid		\$29.00
\$689.33 No Bid		\$525.00
\$367.36 No Bid		\$329.41
\$367.36 No Bid		\$329.41
\$367.36 No Bid		\$329.41
\$101.58 No Bid		\$98.00

\$124.80 No Bid

\$110.00

\$124.80 No Bid

\$110.00

\$153.15 No Bid

\$144.42

\$274.10 No Bid

\$249.00

\$149.73 No Bid

\$98.00

\$1,028.21 No Bid

\$936.00

\$506.21 No Bid

\$488.31

\$231.35 No Bid

\$241.00

\$82.50 No Bid

\$86.33

\$516.90

\$645.00

\$539.00

\$32.00 No Bid

No Bid

\$28.00 No Bid

No Bid

\$1,050.00 No Bid

\$1,024.00

No Bid

No Bid

No Bid

No Bid

No Bid

No Bid

No Bid

No Bid

No Bid

No Bid

No Bid

No Bid

No Bid	No Bid	No Bid
No Bid	No Bid	No Bid
No Bid	\$350.00	\$378.00
\$325.00 No Bid		\$295.00
\$325.00 No Bid		\$295.00
\$325.00 No Bid		\$11,946.00
\$15,380.00 No Bid		\$14,085.00
\$15,892.00 No Bid		\$14,526.00
\$13,048.00 No Bid		\$11,946.00
\$765.00 No Bid		\$627.00
No Bid	No Bid	No Bid
\$9,784.11 No Bid	No Bid	
\$315.12 No Bid	No Bid	
\$9,478.00 No Bid	No Bid	
\$370.00 No Bid		\$438.00
\$45.00	\$39.40	\$48.19
\$45.00	\$39.40	\$48.19
\$45.00	\$39.40	\$49.00
\$45.00	\$39.40	\$49.00
\$273.00	\$239.00	\$265.00
\$117.00	\$102.40	\$110.00
\$117.00	\$102.40	\$110.00
\$117.00	\$102.40	\$110.00
\$94.00	\$82.25	\$95.00
\$94.00	\$82.25	\$95.00
\$273.00	\$238.90	\$263.00
\$558.00	\$480.00	\$489.00
\$558.00	\$480.00	\$489.00

\$558.00	\$480.00	\$489.00
\$142.00	\$125.00	\$141.00
\$20.00	\$17.50	\$28.00
\$565.00	\$530.00	\$580.00
\$525.00	\$525.00	\$575.00
\$1,480.00	\$1,415.00	\$1,197.00
\$451.00	\$309.00	\$313.00
\$799.00	\$635.00	\$749.00
\$317.00	\$277.40	\$311.00
\$178.00	\$155.75	\$176.00
\$789.00	\$739.70	\$749.00
\$389.00	\$365.00	\$375.00
\$8.00	\$7.50	\$12.00
\$145.00	\$126.90	\$149.00
\$215.00	\$188.15	\$213.00
\$134.00	\$117.25	\$120.00
\$24.00	\$22.50	\$34.00
\$19.00	\$16.65	\$22.00
\$89.00	\$77.90	\$88.00
\$169.00	\$147.90	\$162.00
\$46.00	\$43.15	\$49.00
\$38.00	\$35.65	\$44.00
\$59.00	\$51.65	\$59.00
\$39.00	\$34.15	\$44.00
\$94.00	\$88.15	\$98.00
\$49.00	\$42.90	\$49.00
\$33.00	\$30.95	\$44.00
\$48.00	\$45.00	\$55.00
\$29.00	\$27.20	\$41.00
\$53.00	\$49.70	\$59.00
\$68.00	\$59.50	\$74.00
\$70.00	\$61.25	\$78.00

\$58.00	\$50.75	\$71.00
\$126.00	\$97.50	\$106.00
\$457.00	\$356.10	\$374.00
\$140.00	\$122.50	\$138.00
\$823.00 No Bid	No Bid	
\$823.00 No Bid	No Bid	
\$823.00 No Bid	No Bid	
\$149.95	\$159.35	\$169.00
\$249.00	\$253.00	\$249.00
\$170.00 No Bid	No Bid	
\$47.50 No Bid	No Bid	
\$115.00 No Bid		\$140.00
\$70.00 No Bid		\$80.00
\$62.50 No Bid		\$90.00
\$400.00 No Bid		\$496.00
\$130.00 No Bid		\$313.00

No Bid

No Bid

No Bid

\$3,991.00

\$4,135.00

\$4,146.00

\$486.00

\$529.65

\$563.00



\$689.00 No Bid

\$38.00

\$40.40

\$54.00

\$2,150.00 No Bid

No Bid

Northside Trucking LLC	Team Equipment Inc.	TechnicalRescue.com, Inc.
Unit Cost	Unit Cost	Unit Cost
No Bid	\$4,879.20	\$5,489.10
No Bid	\$455.20	\$512.10
No Bid	No Bid	No Bid
No Bid	No Bid	No Bid
No Bid	No Bid	No Bid
No Bid	No Bid	No Bid
No Bid	No Bid	No Bid
No Bid	No Bid	No Bid
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No Bid	No Bid	No Bid	
No Bid	No Bid	No Bid	
No Bid	No Bid	No Bid	
No Bid	No Bid	No Bid	\$225.00
	\$26.10 No Bid		\$26.10
No Bid	No Bid	No Bid	
No Bid	No Bid	No Bid	
No Bid	No Bid	No Bid	
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	\$130.50 No Bid		\$130.50
	\$43.20 No Bid		\$43.20
	\$109.80 No Bid		\$109.80
No Bid	No Bid		\$412.10
	\$269.10 No Bid		\$269.10
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	\$153.00 No Bid		\$153.00
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No Bid	No Bid		\$19.80
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No Bid	\$469.92	\$435.00
No Bid	\$124.96	\$114.00
No Bid	\$17.60	\$16.00
No Bid	\$497.20	\$480.25
No Bid	\$472.50	\$472.50
No Bid	\$1,122.00	\$1,333.75
No Bid	\$310.64	\$282.40
No Bid	\$638.00	\$580.00
No Bid	\$278.96	\$253.60
No Bid	\$156.64	\$142.40
No Bid	\$694.32	\$631.20
No Bid	\$342.32	\$319.00
No Bid	\$7.04	\$6.80
No Bid	\$127.60	\$116.00
No Bid	\$189.20	\$172.00
No Bid	\$117.92	\$107.20
No Bid	\$21.12	\$20.40
No Bid	\$16.72	\$15.20
No Bid	\$78.32	\$71.20
No Bid	\$148.72	\$135.20
No Bid	\$40.48	\$37.75
No Bid	\$33.44	\$31.20
No Bid	\$51.92	\$47.20
No Bid	\$34.32	\$31.20
No Bid	\$82.72	\$75.20
No Bid	\$43.12	\$39.20
No Bid	\$29.04	\$28.05
No Bid	\$42.24	\$40.80
No Bid	\$25.52	\$24.65
No Bid	\$46.64	\$45.05
No Bid	\$59.84	\$54.40
No Bid	\$61.60	\$56.00

No Bid		\$51.04	\$46.40
No Bid		\$103.96	\$97.45
No Bid		\$379.84	\$356.10
No Bid		\$123.20	\$112.00
No Bid		\$699.55	\$674.85
No Bid		\$699.55	\$674.85
No Bid		\$699.55	\$674.85
No Bid		\$131.96	\$138.70
No Bid		\$219.99	\$228.60
No Bid		\$162.00	\$166.50
No Bid		\$45.00	\$46.25
No Bid		\$96.75	\$96.80
No Bid		\$61.65	\$61.70
No Bid		\$72.90	\$28.45
No Bid		\$398.97	\$398.95
No Bid		\$268.47	\$286.40

No Bid	No Bid		
No Bid		\$3,721.50	\$343.15
			\$3,514.75
No Bid		\$446.00	\$434.85

No Bid		\$701.25	\$778.80
No Bid		\$36.10	\$37.05
No Bid		\$1,908.80	\$2,147.40

Ten-8 Fire & Safety, LLC	W.S. Darley & Co.
Unit Cost	Unit Cost

\$6,350.48

\$5,336.63

\$541.90

\$497.88

No Bid

\$287.50

\$88.60

\$71.56

\$63.50

\$51.56

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\$589.29

\$595.95

\$59.43

\$48.00

\$823.89

\$891.45

\$629.73

\$681.36

\$148.82

\$363.93

\$196.82

\$212.96

\$172.15

\$176.45

\$154.76

\$29.88

\$50.90

\$161.44

\$142.86

\$150.00

\$1,863.60	\$2,040.67
\$139.29	\$146.25
\$374.06	\$364.56
\$672.96	\$749.15
\$427.98	\$449.38
\$28.40	\$60.90
\$405.95	\$426.25
\$95.24	\$159.38
\$54.76	\$57.50
\$59.52	\$62.50
\$60.71	\$63.75
\$65.48	\$68.75
\$88.69	\$93.13

\$142.26	\$149.38
\$274.40	\$288.13
\$1,835.71	\$1,927.50
\$2,161.31	\$2,269.38
\$208.33	\$218.75
\$23.81	\$25.00
\$22.75	\$23.89
\$43.25	\$34.94
\$43.75	\$35.19
\$826.19	\$867.50
\$151.79	\$159.38
\$495.24	\$594.75
\$98.35	\$179.81
\$131.55	\$138.13
\$638.08	\$695.98

\$443.39	\$480.92
\$219.54	\$230.52
\$327.48	\$355.67
\$473.77	\$511.64
\$375.87	\$407.66
\$644.83	\$695.98
\$482.77	\$523.46

No Bid	No Bid
\$679.76	\$713.75
\$385.71	\$405.00
\$842.86	\$885.00
\$169.64	\$178.13
\$5,000.00	\$4,813.13



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\$106.25

\$343.41

\$248.81

\$261.25

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\$120.68

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\$4,464.29

\$4,687.50

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\$36.73 No Bid

\$391.67 No Bid

\$379.76 No Bid

\$177.38 No Bid

\$880.94 No Bid

\$214.23 No Bid

\$345.54 No Bid

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	\$38.50	\$38.40
	\$223.50	No Bid
	\$94.17	\$98.88
	\$416.07	\$436.88
	\$59.51	No Bid
	\$113.10	No Bid
	\$31.80	No Bid
	\$152.31	\$162.15
	\$207.82	\$171.40
	\$298.64	\$309.53
	\$61.90	\$65.00
	\$239.70	No Bid
	\$75.99	\$95.00
	\$304.44	\$319.66
	\$115.27	\$175.00
	\$141.67	\$200.00
	\$149.08	\$225.00
	\$175.27	\$475.00

	\$81.46	\$150.00
	\$119.04	\$98.44
	\$84.36	\$88.58
	\$36.39	\$38.21
	\$38.36	\$40.28
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	\$315.63	\$353.91
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\$103.81	\$203.75
\$103.81	\$203.75
\$140.02	\$157.71
\$242.17	\$267.40
\$92.36	\$229.74
\$914.10	\$998.55
\$475.70	\$509.19
\$225.94	\$229.74

\$91.00	\$79.79
\$508.27	\$561.19

\$232.14	No Bid
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\$999.17	No Bid
\$10,230.34	No Bid
\$1,485.00	No Bid
\$5,974.31	No Bid
\$1,823.25	No Bid

	\$1,008.31	No Bid
	\$520.81	No Bid
	\$314.69	\$340.81

\$11,307.14	No Bid
\$306.43	No Bid
\$260.12	No Bid
\$343.75	\$360.94
\$37.50	\$39.38
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\$227.50	\$238.88
\$97.50	\$102.38
\$97.50	\$102.38
\$97.50	\$102.38
\$78.33	\$82.25
\$78.33	\$82.25
\$227.50	\$238.88
\$447.00	\$468.75
\$447.00	\$468.75

\$447.00	\$468.75
\$354.00	\$123.75
\$16.75	\$17.50
\$504.46	\$529.69
\$500.00	\$525.00
\$1,138.39	\$1,195.31
\$294.17	\$308.88
\$604.17	\$634.38
\$264.17	\$277.38
\$148.33	\$155.75
\$704.46	\$739.69
\$347.32	\$364.69
\$7.14	\$7.50
\$120.83	\$131.88
\$179.17	\$188.13
\$111.67	\$117.25
\$21.43	\$22.50
\$15.83	\$16.63
\$74.17	\$77.88
\$140.83	\$147.88
\$41.07	\$40.31
\$33.93	\$35.63
\$49.17	\$51.63
\$32.50	\$34.13
\$83.93	\$88.13
\$40.83	\$42.88
\$29.46	\$30.94
\$42.86	\$45.00
\$25.89	\$27.19
\$47.32	\$49.69
\$56.67	\$59.50
\$58.33	\$61.25

	\$48.33		\$50.75
	\$92.82		\$97.46
	\$339.14		\$334.35
	\$116.67		\$122.50
	\$474.17		\$720.13
	\$474.17		\$720.13
	\$474.17		\$720.13
	\$151.74		\$159.33
	\$140.83	No Bid	
	\$192.86	No Bid	
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	\$54.95	No Bid	
	\$48.72	No Bid	
	\$373.31	No Bid	
	\$269.25	No Bid	

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Vendor error, not an AMKUS dealer.

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We will source through existing procurment channels

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CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 24, 2026		
Agenda Item Name		
Piggyback Purchase Approval <i>Public Services Sanitation Trucks</i>		
Requested Action		
Approve, under the Florida Sheriffs Association Contract No. FSA25-VEH23.0 with Container Systems & Equipment CO., Inc., to purchase two (2) 2024 Battle Raider LET2 Low-Entry with Loadmaster Eclipse collection trucks for the amount of \$753,775.		
Staff Report		
The Procurement Services Department, in coordination with the Public Services, recommends approval of this action. To acquire two (2) 2024 Battle Raider LET2 Low-Entry with Loadmaster Eclipse collection trucks, the Procurement Services Department identified a contract from the Florida Sheriffs Association as the most effective procurement method. To ensure transparency, the Procurement Services Department issued a Request for Interest (RFI) No. 26-065 to notify local vendors of the City's intent to purchase under an existing governmental contract. The RFI was posted on the City's website for seven (7) business days. The Florida Sheriffs Association contract was awarded through a fully competitive solicitation process and complies with the City of Clermont's Procurement Policy. The trucks will be used for the expanding service area in Wellness Way, adding new routes of collection for both solid waste and recycling. If approved, Public Services will no longer need to request these sanitation trucks in the 2027 proposed budget. Funding will be allocated from the Cap-out Vehicles Fund Account No. 49534-66400-49004. A budget amendment in the amount of \$755,000 was approved by the City Council on February 10, 2026. 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.		
Additional Analysis		
Fiscal Impact Summary		
The purchase of two (2) 2024 Battle Raider LET2 Low-Entry vehicles will be funded through the Sanitation Fund, account number 49534-66400-49004 (Cap-out Vehicles). A budget amendment in the amount of \$755,000 was approved by the City Council on February 10, 2026.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2024 Battle Raider LET2 Demo Unit	2024 Battle Raider LET2 Demo Unit.pdf	
2. 2024 Battle Raider LET2 Stock Unit	2024 Battle Raider LET2 Stock Unit.pdf	
3. RFI 26-065	RFI 26-065.pdf	

- PRICE QUOTATION -

**Battle Raider (LET2) DIESEL Powered Low-Entry Cab & Chassis
With Loadmaster Eclipse 31 yd ASL Body - Demonstrator
IAW FL Sheriffs Assoc. Bid # FSA25-VEH23.0, Item # 89**

DATE: Jan. 8, 2026

TO: City of Clermont
Attn: Mr. Brian Camp, Public Services Mgr., Sanitation Div.

QTY.	DESCRIPTION	PRICE EA.
1 (one)	(in stock) 2024 Battle LET2-46 cab and chassis 62,000 lbs. GVWR, including the following: Cab Equipment: Cab: low-entry (18") both sides, galvanized construction 60° tilt, 2 man seating Dual Steering w/tilt & telescope steering wheels Sears C2 Air-ride driver's seats w/asphalt gray fabric radio with AM/FM/MP3/USB/Bluetooth/hands free air conditioning, electric windshield wipers w/intermittent feature dual tone air horn; electric horn 16" x 7" S.S. "West Coast" style mirrors, 8" round convex, heated, both sides daytime running lights 2 sets of keys Chassis Equipment: Cummins L9-350, 350 hp @ 1900 rpm; 1150 lb ft @ 1400 rpm Cummins engine protection system (gives 30 sec. warning before shutdown for low oil pressure, high coolant temp., or low coolant level) Cummins Engine Compression (JAKE) brake, block heater Insulation wrapped S.S. exhaust w/LH vertical DPF/SCR outboard, above frame, behind cab, 4" diameter tailpipe w/curved elbow outlet 80 gallon aluminum fuel tank, LH mtd. Remote radiator w/1,814 sq. in. core area with bolted tanks and 3-row, 14 fin core; EMP electric (reversible) cooling fans, Shell Rotella ELC Extended Life Coolant, remote coolant fill Cummins-Wabco 18.7 cfm air compressor Allison 3000 RDS 6 sp. Automatic transmission w/pushbutton control, TranSynd fluid Cummins Opti-Air - 13" air cleaner w/restriction indicator Delco-Remy 55SI, 430 amp alternator Batteries: 3 ea. group 31, 925 CCA ea. Dana-Spicer EFA-20F4, 20,000 lb front axle Tapered parabolic front springs, 20,000 lb.	

(Continued on pg. 2)

Dana-Spicer D46-170P drive axle, 46,000 lb., 5.57:1 ratio
(approx. 65 mph)
Hendrickson HMX-460 - 46,000 lb. rear suspension system
Air brakes: Bendix 4S/4M ABS
Front – 16.5" x 7" S-cam w/auto. slack adjustors
Rear (Drive) – 16.5" x 8.62" S-cam w/auto slack adjustors
Tires: Front: 315/80R 22.5 – 18/L TOYO M153
Rear: 11R22.5 16/H – TOYO M170
220" wheelbase, 196" CT
Wheels, front & rear: hub piloted steel disc
Bendix AD-IP air dryer
Bendix DV2 auto. drain valve, heated (on wet tank)
Back-up alarm
Paint: white cab
Black frame & bumper
All other std. equip.

CAB & CHASSIS SUB-TOTAL: **\$ 207,006.00**

Body Equipment:

2024 Loadmaster Eclipse 31 yd. ASL Body
including all std. equip. and the following options:
FEPTO
Operate In Gear at Idle (OIGAI) Power Arm – 2,000 lb. capacity
Joystick control, Hopper air deflector
8 ga. 80,000 psi body sides & roof
1/4" AR 400 hopper floor w/ 1/4" floor liner (overlay)
1/4" AR 400 hopper sides
3 tool holder w/20 lb. fire ext., broom, clean-out hoe
Reverse flood lights, body side fenders
LED strobe system – 2 ea. 4" amber – front of body
LED strobe system – 4 ea. 4" amber – tailgate
Center pod Tailgate light cluster – 4 oval amber LED lights – 1 center
red brake light
Chevron Clarity bio synthetic Hyd. Oil
AutoLube System (LH Travis) for arm
Hydraulic cooler w/fan
2 camera system (hopper & back-up) w/7" monitor, 2 LED work lights
Polyurethane enamel paint – Body – white

BODY SUB-TOTAL: **\$ 185,819.00**

SUB-TOTAL – Chassis & Body (each): **\$ 392,825.00**

DEMO Discount: **\$ (16,500.00)**

TOTAL – Chassis & Body: **\$ 376,325.00**

FOB: Clermont, FL
DELIV: in stock in Daytona Beach
TAXES: exempt
TERMS: net 45 days

(continued on page 3)

WARRANTY: *Battle Warranty:*

Battle Base Warranty: 1 YEAR/2000 Hours Parts and Labor
Cummins Warranty: 2 YEAR/250,000 Miles, or 6,250 hrs, Parts and Labor
Allison Warranty: 3 YEAR/Unlimited miles and hours, Parts and Labor

Loadmaster Warranty:

Body: Std. 1 YEAR/Unlimited miles/hours, Parts and Labor
Cylinders: **3 YEARS**/Unlimited miles/hours, Parts and Labor

Respectfully,

A handwritten signature in black ink, appearing to read "Bill Young", written over a horizontal line.

Bill Young,
President

Florida Sheriffs Bid # FSA25-VEH23.0 (2025-2027)

Adjustment Worksheet - Item # 89 - Battle Raider with Loadmaster Eclipse ASL Demonstrator, 12.8.26 City of Clermont

item	price	add	delete	adjusted
Base Bid - 2026 Battle LET2	\$209,892.00			\$209,892.00
CUMMINS L9-350 (350 hp) diesel engine ILO (In Lieu Of) ISX-350R (350 hp) Diesel			\$6,500.00	\$203,392.00
Allison 3000RDS ILO 4500RDS			\$9,150.00	\$194,242.00
LCF with dual sit down steering		\$5,175.00		\$199,417.00
D46-170P 46,000 lb. rated drive axle & HMX-460 suspension ILO DSH44P 44,000 lb. axle & HMX-EX-400 suspension		\$2,768.00		\$202,185.00
Engine Block Heater		\$264.00		\$202,449.00
Engine Compression (Jake) Brake		\$1,704.00		\$204,153.00
remote coolant fill, RH fender mtd.		\$542.00		\$204,695.00
80 gal. round aluminum fuel tank. ILO std. 60 gallon tank		\$320.00		\$205,015.00
lengthen WB		\$2,875.00		\$207,890.00
Sears C2 air ride passenger seat (RH driver's seat) ILO 2-way adjustable seat		\$113.00		\$208,003.00
Driveaway to Norway, MI - ILO Daytona Beach, FL			\$997.00	\$207,006.00
new State tag		\$0.00		\$207,006.00
Cab & Chassis SUB-TOTAL (Each):				\$207,006.00
Loadmaster Eclipse 31 yd ASL	\$175,830.00			\$175,830.00
Hopper Air Deflector		\$ 360.00		\$176,190.00
20 lb. fire ext.		\$ 279.00		\$176,469.00
Aux. Hydraulic cooler (Incl)		\$0.00		\$176,469.00
AutoLube for loader arm (LH Travis)		\$6,650.00		\$183,119.00
Chevron Clarity bio synthetic hyd oil		\$ 2,700.00		\$185,819.00
Body SUB-TOTAL (Each)				\$185,819.00
SUB-TOTAL Cab & Chassis & Body:				\$392,825.00
LESS: Demonstrator Discount:				\$16,500.00
SUB-TOTAL Cab & Chassis & Body:				\$376,325.00

NOTE: Shaded area indicates non-contract options.

NOTE: Non-contract (Battle) options are discounted 20% from factory list.

- PRICE QUOTATION -

Battle Raider (LET2) DIESEL Powered Low-Entry Cab & Chassis
With Loadmaster Eclipse 31 yd ASL Body
IAW FL Sheriffs Assoc. Bid # FSA25-VEH23.0, Item # 89

DATE: Jan. 29, 2026

TO: City of Clermont
 Attn: Mr. Brian Camp, Public Services Mgr., Sanitation Div.

QTY.	DESCRIPTION	PRICE EA.
1 (one)	(in stock) 2024 Battle LET2-46 cab and chassis 62,000 lbs. GVWR, including the following: Cab Equipment: Cab: low-entry (18") both sides, galvanized construction 60° tilt, 2 man seating Dual Steering w/tilt & telescope steering wheels Sears C2 Air-ride driver's seats w/asphalt gray fabric radio with AM/FM/MP3/USB/Bluetooth/hands free air conditioning, electric windshield wipers w/intermittent feature dual tone air horn; electric horn 16" x 7" S.S. "West Coast" style mirrors, 8" round convex, heated, both sides daytime running lights 2 sets of keys Chassis Equipment: Cummins L9-350, 350 hp @ 1900 rpm; 1150 lb ft @ 1400 rpm Cummins engine protection system (gives 30 sec. warning before shutdown for low oil pressure, high coolant temp., or low coolant level) Cummins Engine Compression (JAKE) brake, block heater Insulation wrapped S.S. exhaust w/LH vertical DPF/SCR outboard, above frame, behind cab, 4" diameter tailpipe w/curved elbow outlet 80 gallon aluminum fuel tank, LH mtd. Remote radiator w/1,814 sq. in. core area with bolted tanks and 3-row, 14 fin core; EMP electric (reversible) cooling fans, Shell Rotella ELC Extended Life Coolant, remote coolant fill Cummins-Wabco 18.7 cfm air compressor Allison 3000 RDS 6 sp. Automatic transmission w/pushbutton control, TranSynd fluid Cummins Opti-Air - 13" air cleaner w/restriction indicator Delco-Remy 55SI, 430 amp alternator Batteries: 3 ea. group 31, 925 CCA ea. Dana-Spicer EFA-20F4, 20,000 lb front axle Tapered parabolic front springs, 20,000 lb.	

(Continued on pg. 2)

Dana-Spicer D46-170P drive axle, 46,000 lb., 5.57:1 ratio
(approx. 65 mph)
Hendrickson HMX-460 - 46,000 lb. rear suspension system
Air brakes: Bendix 4S/4M ABS
Front – 16.5" x 7" S-cam w/auto. slack adjustors
Rear (Drive) – 16.5" x 8.62" S-cam w/auto slack adjustors
Tires: Front: 315/80R 22.5 – 18/L TOYO M153
Rear: 11R22.5 16/H – TOYO M170
220" wheelbase, 196" CT
Wheels, front & rear: hub piloted steel disc
Bendix AD-IP air dryer
Bendix DV2 auto. drain valve, heated (on wet tank)
Back-up alarm
Paint: white cab
Black frame & bumper
All other std. equip.

CAB & CHASSIS SUB-TOTAL: \$ 191,631.00

Body Equipment:

2024 Loadmaster Eclipse 31 yd. ASL Body
including all std. equip. and the following options:
FEPTO
Operate In Gear at Idle (OIGAI) Power Arm – 2,000 lb. capacity.
Joystick control, Hopper air deflector
8 ga. 80,000 psi body sides & roof
1/4" AR 400 hopper floor w/ 1/4" floor liner (overlay)
1/4" AR 400 hopper sides
3 tool holder w/20 lb. fire ext., broom, clean-out hoe
Reverse flood lights, body side fenders
LED strobe system – 2 ea. 4" amber – front of body
LED strobe system – 4 ea. 4" amber – tailgate
Center pod Tailgate light cluster – 4 oval amber LED lights – 1 center
red brake light
Chevron Clarity bio synthetic Hyd. Oil
AutoLube System (LH Travis) for arm
Hydraulic cooler w/fan
2 camera system (hopper & back-up) w/7" monitor, 2 LED work lights
Polyurethane enamel paint – Body – white

BODY SUB-TOTAL: \$ 185,819.00

TOTAL – Chassis & Body (each): \$ 377,450.00

FOB: Clermont, FL
DELIV: in stock in Daytona Beach
TAXES: exempt
TERMS: net 45 days

(continued on page 3)

WARRANTY: *Battle Warranty:*

Battle Base Warranty: 1 YEAR/2000 Hours Parts and Labor

Cummins Warranty: 2 YEAR/250,000 Miles, or 6,250 hrs, Parts and Labor

Allison Warranty: 3 YEAR/Unlimited miles and hours, Parts and Labor

Loadmaster Warranty:

Body: Std. 1 YEAR/Unlimited miles/hours, Parts and Labor

Cylinders: **3 YEARS**/Unlimited miles/hours, Parts and Labor

Respectfully,

A handwritten signature in blue ink that reads "Bill Young". The signature is fluid and cursive, with the first name "Bill" and the last name "Young" clearly distinguishable.

Bill Young,
President

Florida Sheriffs Bid # FSA25-VEH23.0 (2025-2027)

Adjustment Worksheet - Item # 83 - Battle Raider with Loadmaster Eclipse ASL, 1.29.26 City of Clermont

item	price	add	delete	adjusted
Base Bid - 2026 Battle Raider LET2	\$209,892.00			\$209,892.00
CUMMINS L9-350 (350 hp) diesel engine ILO (In Lieu Of) ISX-350R (350 hp) Diesel			\$6,500.00	\$203,392.00
Allison 3000RDS ILO 4500RDS			\$9,150.00	\$194,242.00
LCF with dual sit down steering		\$5,175.00		\$199,417.00
D46-170P 46,000 lb. rated drive axle & HMX-460 suspension ILO DSH44P 44,000 lb. axle & HMX-EX-400 suspension		\$2,768.00		\$202,185.00
Engine Block Heater		\$264.00		\$202,449.00
Engine Compression (Jake) Brake		\$1,704.00		\$204,153.00
remote coolant fill, RH fender mtd.		\$542.00		\$204,695.00
80 gal. round aluminum fuel tank, ILO std. 60 gallon tank		\$320.00		\$205,015.00
Sears C2 air ride passenger seat (RH driver's seat) ILO 2-way adjustable seat		\$113.00		\$205,128.00
Driveaway to Norway, MI - ILO Daytona Beach, FL			\$997.00	\$204,131.00
new State tag		\$0.00		\$204,131.00
STOCK UNIT Discount (2024):			\$12,500.00	\$191,631.00
Cab & Chassis SUB-TOTAL (Each):				\$191,631.00
Loadmaster Eclipse 31 yd ASL	\$175,830.00			\$175,830.00
hopper air deflector		\$360.00		\$176,190.00
20 lb fire ext.		\$279.00		\$176,469.00
Aux. hydraulic cooler (incl)		\$0.00		\$176,469.00
AutoLube for loader arm (LH Travls)		\$6,650.00		\$183,119.00
Chevron Clarily bio synthetic hyd oil		\$2,700.00		\$185,819.00
Body SUB-TOTAL (Each)				\$185,819.00
SUB-TOTAL Cab & Chassis & Body (Each):				\$377,450.00

NOTE: Shaded area indicates non-contract options.

NOTE: Non-contract (Battle) options are discounted 20% from factory list.



REQUEST FOR INFORMATION

RFI 26-065

INTENT TO UTILIZE THE FLORIDA SHERIFFS ASSOCIATION CONTRACT TO PURCHASE SANITATION TRUCKS

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

RELEASE DATE: February 4, 2026

DEADLINE FOR QUESTIONS: February 12, 2026

RESPONSE DEADLINE: February 12, 2026, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Clermont
REQUEST FOR INFORMATION
Intent to Utilize the Florida Sheriffs Association Contract to
Purchase Sanitation Trucks

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

Attachments:

B - Vendor Information

E - OpenGov Vendor Registration

F - 2024 Battle Raider LET2 Demo Unit

G - 2024 Battle Raider LET2 Stock Unit

1. Introduction

Thank you for your interest in doing business with the City of Clermont. Vendors interested in responding to this Request for Information (RFI) are encouraged to carefully review the entire solicitation package prior to preparing and submitting a response.

Hardcopy responses may be delivered to:
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 conduct business in the State of Florida at the time of submittal.

1.1. Summary

The City of Clermont has issued RFI 26-065 to announce its Intent to Utilize the Florida Sheriffs Association Contract to Purchase Sanitation Trucks from Container Systems & Equipment Co., Inc. for the purchase of two (2) Battle Raider LET2 collection trucks. This notice invites local vendors to express their ability to provide an equivalent product or service before the City proceeds with the cooperative contract. If no qualifying local responses are received by the deadline, the City will move forward with the Florida Sheriffs Association purchase.

1.2. Contact Information

Anabel Gates

Procurement Agent
685 W Montrose Street
Clermont, FL 34711
Email: agates@clermontfl.org
Phone: [\(352\) 241-7351](tel:(352)241-7351)

Department:

Public Services - Environmental Svcs.

1.3. Timeline

Solicitation Release Date	February 4, 2026
Question Deadline	February 12, 2026, 12:00pm
Response Deadline	February 12, 2026, 3:00pm

2. Response Procedures

2.1. Electronic Bidding System

The City of Clermont utilizes OpenGov (“Software Administrator”), an e-Procurement System (“Portal”) that provides bid notification and solicitation management services to interested vendors and contractors. Through the Portal, vendors can register online to receive notifications of new solicitations, addenda, and award announcements. Registration and participation in solicitations are free of charge, and no fees will be assessed to awarded vendors.

Vendors with internet access are encouraged to review registration options and create an account at:

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

The City of Clermont utilizes NIGP Commodity Codes within the Portal to notify registered vendors when new projects are posted that correspond to the commodity codes selected in their vendor profile. Vendors are encouraged to keep their profiles and NIGP codes up to date to ensure they receive relevant notifications.

2.2. Cooperative Contract Purchase Notice

This Request for Information (RFI) is issued to notify vendors of the City of Clermont’s intent to purchase goods or services through an existing contract established by another government entity. This RFI is **not** an invitation to submit a bid or quote and will remain open for **seven (7) business days**.

If no qualified vendors respond to this RFI, the Procurement Services Department will proceed with utilizing the referenced contract.

Purpose

The purpose of this RFI is to identify any vendor capable of providing the products or services listed below in a timely manner. Responses will assist the City in determining whether comparable options are available in the market.

Contract Information

- A. Company Name: Container Systems & Equipment Co., Inc.
- B. Contract Number and Title: FSA25-VEH23.0: Heavy Trucks & Buses
- C. Length of Contract: through September 30, 2027
- D. Product or Service Provided: One (1) 2024 Battle Raider LET2 Demo Unit Item #89 and One (1) 2024 Battle Raider LET2 Stock Unit Item #89
- E. Estimated Annual Expenditure: \$753,775

Action Required

If your company is capable of providing any of the products or services listed above, please contact the Procurement Services Director by email at fsuarez@clermontfl.org prior to the RFI due date and time to express your interest.

Prospective vendors should submit information describing their company's capabilities and ability to provide the identified product or service. Do not include pricing information.

All responses will be reviewed and evaluated by the Procurement Services Department and the requesting department. These departments will determine whether the product or service offered qualifies as an approved equal to that provided under the referenced contract.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 24, 2026		
Agenda Item Name		
Task Order <i>Road Reconstruction</i>		
Requested Action		
Approve Task Order with Halff Associates, Inc. to provide civil engineering and surveying services to complete Bloxam Avenue road reconstruction for a total budgeted amount of \$250,515.		
Staff Report		
This Task Order includes civil engineering and surveying services to complete Bloxam Avenue road reconstruction from Highland Ave to Minnehaha Ave. The services include the surveying, utility identification, and engineering design needed for the Bloxam Avenue roadway reconstruction project, including concept plans and final construction documents. The scope also covers permitting coordination, utility owner coordination, and construction administration support through site observations, project meetings, and preparation of as-built certifications. See Task Order for additional information. These plans are being created with the anticipation of submitting them for a CDBG grant opportunity. Currently, the State requires shovel-ready projects to be submitted for CDBG funding. Creating these plans will fulfill this requirement. The On-Call Professional Civil Engineer services contract was approved on December 8, 2020, Item No. 6.		
Additional Analysis		
Fiscal Impact Summary		
The fiscal impact of \$250,515 is included in the current year's approved budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$250,515	12541-66900 Street Professional Services	\$251,000
Exhibits Attached (copies of original agreements)		
1. CDBG Bloxam Ave. Halff Submittal Letter & Proposal 2-5-26	CDBG Bloxam Ave. Halff Submittal Letter & Proposal 2-5-26.pdf	



VIA EMAIL jmaiworm@clermontfl.org

February 5, 2026

James Maiworm
Assistant Director Public Services
City of Clermont
12824 Hancock Road
Clermont, FL 34711

**RE: PROPOSAL/AGREEMENT FOR CDBG BLOXAM AVENUE ROAD
RECONSTRUCTION, CLERMONT, FLORIDA, LAKE COUNTY
(AVO 043826.382)**

Dear Mr. Maiworm:

Enclosed please find our proposal for civil engineering and surveying services necessary to complete the above-referenced project, as requested. Please sign, date, and complete the Client Information Form for billing purposes. Should you have any questions with regard to this matter, please feel free to contact our office.

Sincerely,

HALFF

A handwritten signature in blue ink, appearing to read "BT", written over a light blue horizontal line.

Brett J. Tobias, P.E.
Associate Vice President
Operations Manager, Tavares
btobias@halff.com

BJT:am

Enclosure



VIA EMAIL jmaiworm@clermontfl.org

February 5, 2026

James Maiworm
Assistant Director Public Services
City of Clermont
12824 Hancock Road
Clermont, FL 34711

**RE: PROPOSAL/AGREEMENT FOR CDBG BLOXAM AVENUE ROAD
RECONSTRUCTION, CLERMONT, FLORIDA, LAKE COUNTY
(AVO 043826.382)**

Dear Mr. Maiworm:

Scope of Services – Halff Associates, Inc. Our civil engineering services proposal is valid for thirty (30) days and will include the following phases.

PHASE 100 TOPOGRAPHIC/ROUTE SURVEY FOR BLOXAM AVENUE

Prepare a Topographic Survey in accordance with 5J-17, Florida Administrative Code, the Standards of Practice for land surveying for engineering design of sidewalk improvements. The limits are depicted below on Survey Exhibit “B”, (APPROXIMATE LENGTH = 1,200 LINEAR FEET) beginning at the intersection of Bloxam Avenue and U.S. Highway 50 extending north 1,200 feet. At the intersections of Highland Avenue and Almond Street, topographic data will be collected 50 feet in each direction.

Prepare a Topographic Survey in accordance with 5J-17, Florida Administrative Code, the Standards of Practice for land surveying for engineering design of sidewalk improvements. The limits are depicted below on Survey Exhibit “C”, (APPROXIMATE LENGTH = 600 LINEAR FEET) beginning at the intersection of Bloxam Avenue and U.S. Highway 50 extending south 600 feet. At the intersection of Minnehaha Avenue, topographic data will be collected 50 feet in each direction.

It is understood that adequate topographic coverage will be collected for full right of way with a 10-foot overlap on adjacent parcels. The survey will include spot elevations sufficient to establish a one-foot contour digital terrain model based on NAVD 88 datum. The survey will also include establishing public rights of way within the scope defined. All surface improvements will be located within the right of way including any ditches, evidence of utilities flagged or marked by others, above ground utilities, driveways, sidewalks, mailboxes, fences, and trees 6”+ DBH. Invert elevations on existing sewer manholes and storm structures will be measured and shown on the survey. A minimum of three (3) site benchmarks will be established for this project from existing control. The deliverable will be an AutoCad Civil 3D base file only and does not include a signed and sealed survey. Any additions or modifications to the scope are subject to a change order.

FEE: \$28,500.00

SURVEY EXHIBIT "B"



SURVEY EXHIBIT "C"





SURVEY DELIVERABLES

1. Autocad Civil3D base file
2. Electronic Files (PDF & AutoCAD) will be released to the client/engineer within 12 months of the date of the survey or until the contract is closed.

ESTIMATED COMPLETION TIME IS 75-100 BUSINESS DAYS UPON RECEIPT OF SIGNED CONTRACT.

PHASE 200 SUBSURFACE UTILITY LOCATING FOR BLOXAM AVENUE (PRECISE LOCATING SERVICES, INC.)

Designate the horizontal positions for but not limited to Buried Power, Water, Gas, Traffic Control, Fiber, Telephone and CATV. Starting in the north right of way of the intersection of Highway 50 and Bloxam Avenue go north for approximately 1,250 feet full right of way. Starting in the south right of way of the intersection of Highway 50 and Bloxam Avenue go south for approximately 550 feet full right of way as shown on the map provided 1/22/26.

This does not include lane closures, permits, or bonds.

Equipment and methods for finding/locating underground utilities and features are the industry recognized procedures. Although effective and reliable, there is the possibility that all utilities may not be located or field verified due to environmental or soil conditions, water table, excessive depth, feature makeup and/or equipment limitation

FEE: \$7,315.00

PHASE 300 CONCEPT PLAN FOR BLOXAM AVENUE (APPROXIMATELY 15% DESIGN)

Halff will prepare concept plan to capture City's vision before proceeding to full construction documents. Concept plan will be prepared once survey is complete and show right of way, locations for sidewalk, drive lanes, curbing, and ada ramps, for City review and approval. Limits of project are from north right of way line of Highway 50 to Desoto Street along Bloxam Avenue. Also, from south right of way line of Highway 50 to E. Minnehaha Avenue along Bloxam Avenue. This phase includes 2 revisions to the concept plan based upon comments received from City Staff, 3 meetings with City Staff to review Concept Plan and comments, 1 City Council Presentation of final staff approved concept.

FEE: \$22,200.00

PHASE 400 CONSTRUCTION/SITE PLAN PREPARATION FOR BLOXAM AVENUE

Halff will prepare final engineering construction drawings, based on approved concept plan, for the existing road removal full depth and replacement of road, curb, and sidewalk removal where needed, as described in the survey scope limits above. Design will include the demolition of existing pavement (full depth), the installation of new pavement and base, new curb, and sidewalk replacement as identified by City staff. Drainage to remain as current with swales where possible.



Modifications or replacement of existing water main to be included within scope of project. City to supply existing water main as built. Limits for water main replacement as described in survey scope.

Project elements will be reviewed and approved by City Staff. Presentation to or approval by City Council regarding the final construction documents are not included in this scope.

1. Plan Production

- 1.1. Plans will be printed to standard scale to size on paper size D (24"x36").
- 1.2. Prepare Roadway Key Sheet per City Standards, that will have project location depicted, length of project, project responsible persons, and Index of Plans. 1 sheet.
- 1.3. Prepare Drainage Map Sheets to show watershed boundaries for the project corridor. Basin divide lines and basin id's will be identified on these sheets. Plan will be prepared at a horizontal scale of 1" = 200' max.
- 1.4. Prepare Typical Section Sheets that show those roadway corridor typical sections. Sheets will have information pertaining to horizontal components, typical pavement section, and concrete requirements. Traffic data and design speed will also be noted on sheets. All project sections will be displayed on these sheets and as required or as necessary information regarding walls and/or handrails will be detailed.
- 1.5. Prepare General Notes sheet that will contain project specific information pertaining to plan specifics, survey, driveways, and specifics that the Contractor must adhere to during construction activities.
- 1.6. Prepare Project Layout Sheet at a horizontal scale of 1" = 50'. This sheet will show the relationship of the Roadway Plan Sheets on an overall corridor map. Alignment stationing and sheet block layout will be displayed.
- 1.7. Prepare Project Geometry Sheet at a horizontal scale of 1" = 50'. This sheet will show the geometry for the alignment of the project corridor, project/site benchmarks, and any necessary station equations.
- 1.8. Plan Sheets (Roadway Plan, Drainage, Erosion Control (SWPP), Utility, and Signing and Pavement Markings) will be developed on horizontal scale of 1" = 30' max.
 - a. Roadway Plan Sheets will contain alignment geometry, curve data, pavement width, callouts for roadway components, right of way identification, easement(s) identification, stationing, project construction limits and station and offsets to roadway components.
 - b. Drainage Plan Sheets will contain stormwater drainage structures, structure id's, structure data for those that are not contained within Profile Sheets, storm pipe data, stationing, right of way, project limits of construction, and stormwater retention data as necessary.
 - c. Erosion Control Plan Sheets (SWPP) will contain location for silt fence and inlet protection system, project limits of construction, right of way, and erosion control general notes.



- d. Signage and Pavement Marking Plan Sheets will contain the pavement markings, existing and proposed signs, alignment, stationing, stationing and offset to markings and signage, sign details, and any required notes.
- 1.9. Profile Sheets will be developed on horizontal scale of 1" = 40' and vertical scale of 1" = 4'. Profile sheets will contain the existing grade line, proposed grade line, proposed slope and vertical curve information, as necessary proposed superelevation information, proposed drainage structures and storm pipe.
- 1.10. Prepare sheet showing proposed cross sections within Bloxam Avenue improvements at every 100' at horizontal scale 1"=20' and vertical scale of 1"=2'.
- 1.11. Traffic Control Plans will be developed on horizontal scale of 1" = 40'. Traffic control plans will contain necessary notes pertaining to construction phasing or instructions. Detail information will be provided for any special components that require additional information beyond that contained within the FDOT Standard Plans Section 102. Traffic Control Phasing plans as required will be developed for the project corridor. Traffic Control Plans will be developed meeting the FDOT Standard Plans Section 102.
- 1.12. Intersection grading details to be provided within construction limits.

FEE: \$119,500.00

PHASE 500 PROJECT MANAGEMENT, COORDINATION, AND MEETINGS

It is anticipated that Halff shall coordinate throughout the design process with City Staff and sub consultants. This task anticipates weekly meetings during design with sub consultants and with City Staff for project review.

FEE: \$20,000.00 (NOT TO EXCEED, TO BE BILLED HOURLY. IF BUDGET FUNDS REACH 100% A CHANGE ORDER REQUEST WILL BE REQUESTED FOR REMAINING TIME FOR PROJECT)

PHASE 600 SJRWMD PERMIT NOT REQUIRED DETERMINATION FOR BLOXAM AVENUE

Halff shall prepare and submit a permit not required determination to the SJRWMD for Bloxam Avenue. Disston Avenue sidewalk is exempt for SJRWMD; therefore, is not included with this phase.

FEE: \$5,000.00



PHASE 700 FDEP WATER DISTRIBUTION FOR BLOXAM AVENUE

Prepare and submit FDEP General Permit application for water distribution system. Coordinate with City of Clermont for review of potable water system and signing of FDEP application as utility provider, attend meeting(s) with the City, and respond to request for additional information (RAI) from FDEP.

FEE: \$4,000.00

PHASE 800 UTILITY COORDINATION FOR BLOXAM AVENUE

Halff will notify and coordinate with all dry utility owners, such as telephone, power, cable, fiber and gas, to determine if existing lines need to be relocated. Design and Relocation of existing utilities will be the responsibility of the utility owner.

FEE: \$6,500.00

PHASE 900 PROJECT ADMINISTRATION

The scope of services shall include administrative services necessary to coordinate all aspects of the project through the planning, design and permitting phase. These services shall include project scheduling with all regulatory agencies during the design and permitting phase of the project.

FEE: \$8,500.00

PHASE 1000 CONSTRUCTION ADMINISTRATION FOR BLOXAM AVENUE

Halff will advise and consult with Owner and act as its representative during construction. Halff will make periodic visits to the site to observe the progress and quality of the executed site work and to determine in general if the work is proceeding in accordance with the construction drawings. Halff shall also attend weekly project meetings run by the contractor during construction, review shop drawings, results of tests and inspections and other data that the contractor is required to submit.

Based upon the on-site observations and signed and sealed as-built survey provided by the contractor, Halff shall prepare and submit as-built construction drawings and certifications of completions to the Owner.

FEE: \$28,000.00 (NOT TO EXCEED, TO BE BILLED HOURLY. IF BUDGET FUNDS REACH 100% A CHANGE ORDER REQUEST WILL BE REQUESTED FOR REMAINING TIME FOR PROJECT)



TASK 9999 REIMBURSABLES

Costs for reimbursables, including printing, copying, blueprints, binding, mileage, etc., shall be billed per Exhibit A Section II Compensation.

FEE: \$1,000.00 (BUDGET, BILLED PER EXHIBIT A SECTION II)

Our fees for the services described are outlined in the following table. We have provided “Lump Sum Fees” for the services identified in the Scope of Work. Lump Sum Fees do not include Reimbursable Expenses directly associated with the project (travel, mileage, reproduction, supplies, and other non-labor reimbursable costs.) Our fee schedule is as follows:

SUMMARY FEE SCHEDULE

PHASE 100	\$28,500.00
PHASE 200	\$7,315.00
PHASE 300	\$22,200.00
PHASE 400	\$119,500.00
PHASE 500	\$20,000.00
PHASE 600	\$5,000.00
PHASE 700	\$4,000.00
PHASE 800	\$6,500.00
PHASE 900	\$8,500.00
PHASE 1000	\$28,000.00
PHASE 9999	\$1,000.00
TOTAL	\$250,515.00

THIS PROPOSAL DOES NOT INCLUDE THE FOLLOWING ITEMS:

- Boundary Survey
- Soil Boring Location and Elevation Survey
- Monumentation of Wetlands for Conservation Easement
- Platting
- Sketch and Descriptions for Conservation Easements
- Recording of Easements
- Offsite Right-of-Way survey for utilities.
- Tree Survey



- As-built Survey
- Post-construction Improvement Survey
- Construction Staking
- Off-site Utilities Design
- Off-site Roadway or Transportation Improvements
- Pre/Post-development stormwater modeling
- Offsite Roadway Design, Access, and Right-of-Way Permitting Services
- Offsite Water and Sewer Extensions
- Offsite Infrastructure Capacity Studies/Assessments/Analysis/Designs
- Offsite Stormwater Design
- Revisions to the plans requested by the Client/Contractor/Landowner after the plans are approved unless necessitated by discrepancy in the plans
- Revisions to the plans due to scope changes, value engineering, budget overruns, or other reasons
- LEED Services
- Sign Design and Permitting
- Gas, Electric, Telephone, and/or Cable Design
- Boat Dock and Ramp Design/Permitting
- CADD Support for Environmentalist
- FEMA CLOMR
- FEMA Letter of Map Revision (LOMR)
- Flood Studies
- NPDES Permitting
- Bid Documents and Bidding
- Conditional Use Permit
- Earthwork Calculations
- Construction Administration and Progress Meetings During Construction
- Quality Control and Construction Material Testing Services
- Rezoning
- Land Use Changes
- Franchise Utility Coordination
- Conversion of AutoCad Files to any other format
- Signing and Pavement Marking Plans
- Written Specifications
- Cost Estimating/Quantity Take-offs and/or Engineer's Opinion of Probable Construction Cost
- Subsurface Utility Engineering
- Environmental Assessment (Threatened and Endangered Assessment)/Biological Services
- Environmental Impact and Cultural Statements and Assessments, Jurisdictional Waters of the US Determination
- Architectural, Structural, Mechanical, Fire Protection, or Electrical Services
- Army Corp. of Engineers Dredge and Fill
- Florida Fish and Wildlife Conservation Commission Permit
- Wetland Flagging/Delineation
- Landscape/Irrigation Plans
- Hardscape, Walls, Entry Features
- Lighting/Photometric Design/Site Electrical Design



- Electrical Controls for Lift Stations
- Geotechnical Investigations
- Traffic Study/Impact Analysis
- Structural Design of Retaining Walls and Pond Walls
- Noise Study
- RGB Submittals
- Advance of permit fees, impact fees, title search fees, recording or advertising fees (all fees by CLIENT)
- The above prices allow for up to two (2) response submittals for any request for additional information letters from referenced agencies. Any additional request's will be billed on an hourly basis based on the attached hourly rate schedule.



Standard Hourly Rate Schedule

Engineers

Principal/Officer – Professional Engineer	\$250.00
Senior Professional Engineer	\$220.00
Professional Engineer	\$175.00
Project Manager	\$130.00
Engineer Intern	\$100.00

Technicians

Senior Technician	\$125.00
Design Technician	\$85.00

GIS

Principal Officer – Senior Spatial Analyst	\$165.00
Senior Spatial Analyst	\$135.00
Spatial Analyst	\$100.00
GIS Specialist	\$60.00

Landscape Architects

Principal/Officer – Professional Landscape Architect	\$200.00
Senior Professional Landscape Architect	\$150.00
Project Manager Landscape Architect	\$130.00
Professional Landscape Architect	\$110.00
Senior Landscape Designer	\$110.00
Landscape Designer	\$80.00

Planners

Principal/Officer – Land Planner	\$225.00
Senior Planner	\$150.00
Professional Planner	\$110.00
Project Planner	\$85.00

Environmental Scientists

Senior Environmental Scientist	\$200.00
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Inspection and Plans Review

Licensed Plans Examiner, Residential and/or Commercial	\$85.00
Inspection Services Residential and/or Commercial	\$85.00

Survey

Survey Department Manager – P.S.M.	\$175.00
Professional Surveyor – P.S.M.	\$150.00
2 Man Field Crew	\$135.00
3 Man Field Crew	\$160.00
4 Man Field Crew	\$190.00
Senior Survey Technician	\$105.00
Survey Technician	\$85.00



Administration

Administrative Assistant

\$75.00

Reimbursable Expenses

Reimbursable expenses include, but are not limited to:

Courier Service

Maps/GIS Data

Mileage, Parking, Tolls

Postage and Overnight Mail

Miscellaneous Services

Government Permitting Fees

Prints, Copies, Plots, Plans

Subconsultant Fees

Travel (lodging, rental car, per diem)



CLIENT INFORMATION FORM

To assist Halff Associates, Inc., to prepare the requested proposal, please complete the information below:

PRINT NAME & TITLE: _____

COMPANY NAME: _____

BILLING ADDRESS: _____

PHONE: _____

FAX: _____

E-MAIL: _____

BILLING CONTACT NAME & TITLE: _____

BILLING CONTACT EMAIL: _____

BILLING CONTACT PHONE: _____

CLIENT REPRESENTATIVE: _____

IS CLIENT THE OWNER OF THE SUBJECT

PROPERTY? YES: _____ NO: _____

(If no, Halff Associates, Inc., reserves the right to require a retainer prior to commencing services.)

Is the property accessible? _____

If gated/locked, who shall Halff Associates, Inc. contact to gain access to the property?

NAME AND PHONE NUMBER: _____

I HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE TO THE BEST OF MY KNOWLEDGE.

SIGNATURE: _____

DATE: _____



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 24, 2026		
Agenda Item Name		
Land Purchase & Grant Acceptance 15817 Old Hwy 50		
Requested Action		
Approval the land purchase at 15817 Old Hwy 50 to construct a ground storage tank for irrigation.		
Staff Report		
Public Services is requesting approval to purchase 8 +/- acres of property located at 15817 Old Highway 50 at the purchase price of \$1,100,000. This purchase would be to serve as a location to construct a ground storage tank for irrigation water for the residents at the northern end of the city's reclaimed service area. The city has received a \$1M grant in legislative appropriations for the land acquisition (attached), which was anticipated in the adopted budget. The remaining \$100,000 is available in Public Services budget through budget transfers. With the recently completed Waste Water Treatment Plant (WWTP) expansion, the plant's treatment capacity has increased from 4 million gallons a day to 6.5 million gallons a day. The new storage tank proposed to be constructed on this property will allow for additional storage of reclaimed water generated from increased waste water flow to the treatment plant. Staff is requesting Council approve the additional \$100,000 above the \$1,000,000 appropriated grant received to purchase the property located at 15817 Old Hwy 50 to construct a ground storage tank for irrigation water to service the northern area.		
Additional Analysis		
Fiscal Impact Summary		
Both the Water Fund and Sewer Fund adopted budgets for FY 2025-2026 includes \$500,000 for land acquisition. the additional \$100,000 is available via budget transfers.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$1,100,000	41533-66101,42536-66101 land	\$1,000,000
Exhibits Attached (copies of original agreements)		
1.	15817 OLD HIGHWAY 50 CLERMONT FL - signed by Sellers	15817 OLD HIGHWAY 50 CLERMONT FL - signed by Sellers.pdf
2.	Agreement L0015	Agreement L0015.pdf
3.	Agreement Initiation Form_FY26_Reclaimed construction.jfk grant	Agreement Initiation Form_FY26_Reclaimed construction.jfk grant.docx
4.	AGREEMENT INITIATION EMAIL	AGREEMENT INITIATION EMAIL.pdf

Vacant Land Contract



1. **Sale and Purchase ("Contract"):** BRANDON AND CELESTE NUNNALLY AND MARVIN THOMAS PETTY JR
 ("Seller") and CITY OF CLERMONT

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

Address: 15817 OLD HIGHWAY 50, CLERMONT, FL 34711

Legal Description: BEG 768 FT W OF NE COR OF SEC RUN W 190 FT S 567.55 FT TO HWY 50 S 85DEG
31MIN 02SEC E ALONG N R/W OF HWY 280 FT N 08DEG 05MIN 11SEC W 594.09 FT TO POB ORB 710 PG
496

SEC / TWP / / RNG of Lake County, Florida. Real Property ID No.: 222226000100000100
 including all improvements existing on the Property and the following additional property:

2. **Purchase Price:** (U.S. currency) \$ 1,100,000.00

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

Escrow Agent's Name: Waugh PLLC c/o Christian W. Waugh

Escrow Agent's Contact Person: Mirella Waugh

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

Escrow Agent's Phone: 407-716-4290

Escrow Agent's Email: mwaugh@waugh.legal

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

☐ accompanies offer

☒ will be delivered to Escrow Agent within 5 days (3 days if left blank)

after Effective Date \$ 25,000.00

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

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

☒ within 5 days (3 days if left blank) after expiration of Due Diligence Period \$ 25,000.00

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

(d) Other: \$

(e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)
 to be paid at closing by wire transfer or other Collected funds \$ 1,050,000.00

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

3. **Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy delivered to all parties on or before February 12, 2026, this offer will be withdrawn and Buyer's deposit, if any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is delivered. The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter-offer.

4. **Closing Date:** This transaction will close on May 15, 2026 ("Closing Date"), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday, Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and other items.

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

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

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

6. Financing: (Check as applicable)

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

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

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

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

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

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

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

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

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

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

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

(Check one) ☒ within _____ days after Effective Date ☐ at least 15 days before Closing Date,

(Check one)

Buyer (_____) and **Seller** (_____) acknowledge receipt of a copy of this page, which is 2 of 8 pages.

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- (1) ☒ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by Seller at or before closing and, upon Buyer recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to the exceptions stated above. If Buyer is paying for the owner's title insurance policy and Seller has an owner's policy, Seller will deliver a copy to Buyer within 15 days after Effective Date.
- (2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to Buyer from the policy effective date and certified to Buyer or Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to Seller, then (1) above will be the title evidence.
- (b) **Title Examination:** After receipt of the title evidence, Buyer will, within _____ days (10 days if left blank) but no later than Closing Date, deliver written notice to Seller of title defects. Title will be deemed acceptable to Buyer if (i) Buyer fails to deliver proper notice of defects or (ii) Buyer delivers proper written notice and Seller cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by Buyer of notice of such cure. Seller may elect not to cure defects if Seller reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, Buyer will have 10 days after receipt of notice of Seller's inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.
- (c) **Survey:** Buyer may, at Buyer's expense, have the Property surveyed and must deliver written notice to Seller, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and Seller's and Buyer's obligations will be determined in accordance with Paragraph 8(b).
- (d) **Ingress and Egress:** Seller warrants that the Property presently has ingress and egress.
9. **Property Condition:** Seller will deliver the Property to Buyer at closing in its present "as is" condition, with conditions resulting from Buyer's inspections and casualty damage, if any, excepted. Seller will not engage in or permit any activity that would materially alter the Property's condition without the Buyer's prior written consent.
- (a) **Inspections: (Check (1) or (2))**
- (1) ☒ **Due Diligence Period:** Buyer will, at Buyer's expense and within 60 days (30 days if left blank) ("Due Diligence Period") after Effective Date and in Buyer's sole and absolute discretion, determine whether the Property is suitable for Buyer's intended use. During the Due Diligence Period, Buyer may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that Buyer deems appropriate. If the Property must be rezoned, Buyer will obtain the rezoning from the appropriate government agencies. Seller will sign all documents Buyer is required to file in connection with development or rezoning approvals. Seller gives Buyer, its agents, contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections, provided, however, that Buyer, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. Buyer will indemnify and hold Seller harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a construction lien being filed against the Property without Seller's prior written consent. If this transaction does not close, Buyer will, at Buyer's expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to Seller all reports and other work generated as a result of the Inspections.
- Before expiration of the Due Diligence Period, Buyer must deliver written notice to Seller of Buyer's determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice requirement will constitute acceptance of the Property as suitable for Buyer's intended use in its "as is"

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condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

- (2) ☐ **No Due Diligence Period:** **Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to **Buyer**. This Contract is not contingent on **Buyer** conducting any further investigations.

- (b) **Government Regulations:** Changes in government regulations and levels of service which affect **Buyer's** intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has expired or if Paragraph 9(a)(2) is selected.

- (c) **Flood Zone:** **Buyer** is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

- (d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

☐ **Buyer** waives the right to receive a CCCL affidavit or survey.

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

- (a) **Seller Costs:**

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

- (b) **Buyer Costs:**

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

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

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

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- (e) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.
- (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If Seller is a "foreign person" as defined by FIRPTA, Seller and Buyer will comply with FIRPTA, which may require Seller to provide additional cash at closing.
- (g) **1031 Exchange:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

11. Computation of Time: Calendar days, based on where the Property is located, will be used when computing time periods. Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103), or on a day a national legal holiday is observed shall extend to the next calendar day which is not a Saturday, Sunday, national legal holiday, or a day on which a national legal holiday is observed. **Time is of the essence in this Contract.**

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

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

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

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

Buyer  and Seller  acknowledge receipt of a copy of this page, which is 5 of 8 pages.

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- 272 **16. Default and Dispute Resolution:** This Contract will be construed under Florida law. This Paragraph will survive
273 closing or termination of this Contract.
- 274 (a) **Seller Default:** If Seller fails, neglects, or refuses to perform Seller's obligations under this Contract, Buyer
275 may elect to receive a return of Buyer's deposit(s) without thereby waiving any action for damages resulting
276 from Seller's breach and may seek to recover such damages or seek specific performance. Seller will also be
277 liable for the full amount of the brokerage fee.
- 278 (b) **Buyer Default:** If Buyer fails, neglects, or refuses to perform Buyer's obligations under this Contract,
279 including payment of deposit(s), within the time(s) specified, Seller may elect to recover and retain the
280 deposit(s), paid and agreed to be paid, for the account of Seller as agreed upon liquidated damages,
281 consideration for execution of this Contract, and in full settlement of any claims, whereupon Seller and Buyer
282 will be relieved from all further obligations under this Contract; or Seller, at Seller's option, may proceed in
283 equity to enforce Seller's rights under this Contract.
- 284 **17. Attorney's Fees; Costs:** In any litigation permitted by this Contract, the prevailing party shall be entitled to
285 recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting
286 the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.
- 287 **18. Escrow Agent; Closing Agent:** Seller and Buyer authorize Escrow Agent and closing agent (collectively
288 "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them
289 upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing
290 brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and
291 finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person
292 for misdelivery of escrowed items to Seller or Buyer, unless the misdelivery is due to Agent's willful breach of this
293 Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees
294 and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed
295 funds or equivalent and charged and awarded as court costs in favor of the prevailing party.
- 296 **19. Professional Advice; Broker Liability:** Broker advises Seller and Buyer to verify all facts and representations
297 that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this
298 Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor
299 reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax,
300 property condition, environmental, and other specialized advice. Buyer acknowledges that all representations
301 (oral, written, or otherwise) by Broker are based on Seller representations or public records. Buyer agrees to rely
302 solely on Seller, professional inspectors, and government agencies for verification of the Property
303 condition and facts that materially affect Property value. Seller and Buyer respectively will pay all costs and
304 expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors,
305 agents, and employees in connection with or arising from Seller's or Buyer's misstatement or failure to perform
306 contractual obligations. Seller and Buyer hold harmless and release Broker and Broker's officers, directors,
307 agents, and employees from all liability for loss or damage based on (i) Seller's or Buyer's misstatement or failure
308 to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to,
309 photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related
310 to the Property; (iii) Broker's performance, at Seller's or Buyer's request, of any task beyond the scope of
311 services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or
312 retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any
313 vendor. Seller and Buyer each assume full responsibility for selecting and compensating their respective vendors.
314 This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be
315 treated as a party to this Contract. This Paragraph will survive closing.
- 316 **20. Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by
317 Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales
318 Commission Lien Act provides that when a broker has earned a commission by performing licensed services
319 under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the
320 broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.
- 321 **21. Brokers:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to**
322 **closing agent:** Seller and Buyer direct Closing Agent to disburse at Closing the full amount of the brokerage
323 fees as specified in separate brokerage agreements with the parties and cooperative agreements between the
324 Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be
325 used to modify any offer of compensation made by Seller or listing broker to cooperating brokers.

Buyer (KWA) () and Seller (BB) (MB) acknowledge receipt of a copy of this page, which is 6 of 8 pages.

VAC-15 Rev 1/26

Serial#: 076393-600177-0655137

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Form
Simplicity

326*	Tony Hubbard/Vici Win	260520094	Vernell V Roberts	277042235
327	Seller's Sales Associate/License No.		Buyer's Sales Associate/License No.	
328*	tonyhubbard@aol.com		vroberts@horizonresolutions.com	
329	Seller's Sales Associate Email Address		Buyer's Sales Associate Email Address	
330	(407) 948-8038		(954) 530-2665	
331*	Seller's Sales Associate Phone Number		Buyer's Sales Associate Phone Number	
332	COLDWELL BANKER HUBBARD HANSEN		HORIZON REAL ESTATE SOLUTIONS, LLC	
333	Listing Brokerage		Buyer's Brokerage	
334*	1795 E. Highway 50, Clermont, FL 34711		4710 N Hlatus Road, Sunrise, FL 33351	
335	Listing Brokerage Address		Buyer's Brokerage Address	
336				
337*				
338				

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

340 (Check if applicable)

341* ☐ A. Back-up Contract

342* ☐ B. Kick Out Clause

343* ☐ C. HOA Addendum

344* ☐ D. Other _____

345

346* **23. Additional Terms:** Seller(s) agrees to deliver property free of any active violations, liens, and open or expired

347 permits and provide clear, marketable, and insurable title to buyer(s) for closing.

348 This Contract is contingent upon the formal approval of the City Council of the City of Clermont at a public meeting. If

349 the City Council does not approve the purchase on or before May 15, 2026, the Buyer may terminate this Contract

350 and receive a full refund of all deposits. *APRIL 15 2026*

351 The City's obligations under this Contract are subject to the availability and appropriation of funds by the City Council

352 for this specific purpose. If such funds are not appropriated, the City may terminate this Contract without penalty.

353 The Due Diligence Period shall include the City's right to perform a Phase I Environmental Site Assessment (ESA)

354 and, if recommended, a Phase II ESA. If any hazardous substances or environmental conditions are discovered that

355 are unsatisfactory to the City in its sole discretion, the City may terminate this Contract.

356 Buyer shall have the right to extend the due diligence period by thirty (30) days upon payment of an additional

357 refundable deposit in the amount of Twenty-Five Thousand Dollars (\$25,000).

362 **COUNTER-OFFER/REJECTION**

363* ☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and

364 deliver a copy of the acceptance to Seller).

365* ☐ Seller rejects Buyer's offer

366 [The remainder of this page is intentionally left blank.]

367 This Contract continues with Line 368 on Page 8 of 8.]

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

This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before signing.

ATTENTION: SELLER AND BUYER

CONVEYANCES TO FOREIGN BUYERS: Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. It is a crime to buy or knowingly sell property in violation of the Act.

At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act. Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

Buyer: Rick Van Wagner Date: 2/9/24

Print name: Rick Van Wagner

Buyer: _____ Date: _____

Print name: _____

Buyer's address for purpose of notice:

Address: _____

Phone: _____ Fax: _____ Email: _____

Seller: Brandon C. Munnally Date: 2/10/26

Print name: Brandon Munnally

Seller: Maria Petty Date: 2/10/26

Print name: Maria Petty

Seller's address for purpose of notice:

Address: _____

Phone: _____ Fax: _____ Email: _____

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

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): **Clermont Highland Ranch Reclaim Water Storage** Agreement Number: **L0015**

2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Clermont** Entity Type: **Local Government**

Grantee Address: **3335 Hancock Road, Clermont, FL 34711** FEID: **59-6000290**

(Grantee)

3. Agreement Begin Date: **July 1, 2024** Date of Expiration: **June 30, 2029**

4. Project Number: **(If different from Agreement Number)** Project Location(s): **Lat/Long: (28.5550, -81.7661)**

Project Description: **The Grantee will purchase simple fee property and construct an approximately 3 million gallon ground storage tank, high service pumps, and associated piping controls to connect the storage tank to the city's existing reclaimed system.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
\$ 1,500,000.00	☒ State ☐ Federal	LP, GAA LI 1732A, FY 24-25, GR	\$ 500,000.00
	☒ State ☐ Federal	LP, GAA LI 1555, FY 25-26, WPSPTF	\$ 1,000,000.00
	☐ State ☐ Federal		\$
	☐ Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			\$ 1,500,000.00

6. Department's Grant Manager Name: Sarah Stage or successor Address: Florida Dept. of Environmental Protection 3900 Commonwealth Blvd., MS 3602 Tallahassee, FL 32399-3000 Phone: 850-245-2842 Email: Sarah.Stage@FloridaDEP.gov	Grantee's Grant Manager Name: Mark Griffin or successor Address: City of Clermont 3335 Hancock Road Clermont, FL 34711 Phone: 352-241-0178 Email: Mgriffin@clermontfl.org
--	--

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

☐ Exhibit H: Non-Profit Organization Compensation Form (State)	
☐ Exhibit I: Forced Labor Attestation Form	
☒ Additional Exhibits (if necessary): Exhibit G: Declaration of Restrictive Covenant	
8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☒ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Clermont

GRANTEE

Grantee Name

By _____
(Authorized Signature) Date Signed

Mark Griffin, Assistant Director, City of Clermont

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

DWRA Additional Signatures

Sarah Stage, DEP Grant Manager

Katie Verdesca, DEP QC Reviewer

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:

- i. Standard Grant Agreement
- ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
- iii. Attachment 1, Standard Terms and Conditions
- iv. The Exhibits in the order designated in the Standard Grant Agreement

- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:

- (1) an increase or decrease in the Agreement funding amount;
- (2) a change in Grantee's match requirements;
- (3) a change in the expiration date of the Agreement;
- (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department; and/or
- (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.

A change order to this Agreement may be used when:

- (1) task timelines within the current authorized Agreement period change;
- (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
- (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
- (4) fund transfers between budget categories for the purposes of meeting match requirements.

This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the

Attachment 1

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execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subrecipients shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

- ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee must provide the Department with documentation that indicates the amount of state funds:

Attachment 1

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- i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer.
- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Grantee's website, if Grantee maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor/subrecipient exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing \$10,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

Attachment 1

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- i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S., or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
- e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing \$5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing \$10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department and does not include any equipment purchased under the delivery of services to be completed by a subcontractor/subrecipient. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor/subrecipient, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

Attachment 1

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- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its subrecipients and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Subrecipients and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts

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of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors/subrecipients or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchase may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors/subrecipients and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, and subcontractors/subrecipients; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to

other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

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

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts/Subawards.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor/subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts/subawards with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts/subawards issued as a result of this Agreement.
- b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:
 - i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

- ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);
 - iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
 - iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);
 - v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
 - vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
 - d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
 - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at:
<https://www.epa.gov/invest/investing-america-signage>.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted or subawarded, Grantee shall similarly require each subcontractor/subrecipient to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

- i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting/Subawards.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

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- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor/subrecipient, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor/subrecipient, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.
- e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract/subaward, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors/Subrecipients and Agents.

All Grantee employees, subcontractors/subrecipients, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors/subrecipients, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for

the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors/subrecipients shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

Attachment 1

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**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. L0015**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Clermont Highland Ranch Reclaim Water Storage. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual/Subaward (Subcontractors/Subrecipients)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☒	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

The Grantee is authorized to purchase the land described in Attachment 3, Grant Work Plan. All land acquired under this Agreement shall be used in perpetuity for the purposes described herein. The following language shall be included on the deed to the property purchased under this Agreement:

“By acceptance of this deed, Grantee hereby agrees that the use of the property described herein (the “Property”) shall be subject to the terms and conditions of the Grant Award Agreement (DEP Agreement No. L0015), summarized in the Memorandum of Grant, which is attached hereto as Exhibit G and by reference made a part hereof (hereinafter referred to as the “Restrictive Covenants”). These Restrictive Covenants shall run with the title to the Property in perpetuity and be binding upon Grantee and all

successive owners (and all parties claiming by, through and under the owners) of the Property. The Florida Department of Environmental Protection (“DEP”) shall be deemed a third-party beneficiary of these Restrictive Covenants in a court of competent jurisdiction. DEP shall have the authority to enforce these Restrictive Covenants in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or lawsuit seeking damages, injunction, specific performance, or any other form of relief, against any person, firm or entity violating or attempting to violate any of these Restrictive Covenants. The failure by DEP to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of such covenant or restriction or of the right of DEP to thereafter enforce such covenant or restriction. The invalidation of any one of the provisions of these Restrictive Covenants by a court of competent jurisdiction shall in no way affect any of the other provisions of these Restrictive Covenants, which shall remain in full force and effect. Venue for enforcement actions regarding these Restrictive Covenants shall be in the Circuit Court of Leon County, Florida. Grantee agrees to incorporate these Restrictive Covenants in any subsequent deed or other written legal instrument by which Grantee transfers or conveys fee simple title or any other lesser estate in the Property or any part thereof to a third party either verbatim or by making an express reference to these Restrictive Covenants and specifically identifying the official records book and page at which this deed is recorded in the public records of Lake County, Florida. Grantee further agrees to give written notice to DEP of the conveyance or transfer of any interest in the Property at least 20 calendar days prior to the date of such conveyance or transfer.”

“Requests for release of the Restrictive Covenants from the Property shall be directed to the Florida Department of Environmental Protection, Office of General Counsel, Attention: Contracts Attorney, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. The request should include the DEP Agreement No. L0015, the total funding amount paid by the State of Florida, the date of acquisition, and the Department’s Grant Manager’s name.”

If for any reason the above-referenced federal and state deed language is not incorporated into the deed by which the Grantee acquired the Property, the Grantee shall execute and record a separate Declaration of Restrictive Covenant that incorporates the Memorandum of Grant as an Exhibit, and that shall run with the title to the Property. The Grantee shall provide a copy of the recorded Declaration of Restrictive Covenant to the Department as evidence of compliance with this provision. Any applicable recording fees are the sole responsibility of the Grantee.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee’s liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee’s duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers’ Compensation and Employer’s Liability Coverage.

The Grantee shall comply with the workers’ compensation requirements of Chapter 440, F.S.

Attachment 2

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d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting/Subawards.

The Grantee may subcontract/subaward work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts/subawards pursuant to this Agreement, which require prior approval. Regardless of any subcontract/subaward, the Grantee is ultimately responsible for all work to be performed under this Agreement. Upon request by the Department's Grant Manager, the Grantee will submit a copy of the executed subcontract.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Common Carrier.

- a. Applicable to contracts/grants with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity

This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.

None.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Clermont Highland Ranch Reclaim Water Storage

PROJECT LOCATION: The Project will be located in the City of Clermont within Lake County; Lat/Long (28.5550, -81.7661).

PROJECT BACKGROUND: The City of Clermont's (Grantee) reclaim water system serves approximately 6,500 homes and 43,000 residents of Clermont and surrounding communities. The addition of an approximately 3 million gallon storage tank will play a critical role in strengthening the system's capacity by storing additional reclaim water that would otherwise be directed to the rapid infiltration basins. This project intends to reduce reliance on the potable water system for irrigation, decreasing withdrawals from the aquifer and maximizing the use of reclaimed water.

PROJECT DESCRIPTION: The Grantee will purchase simple fee property and construct an approximately 3-million-gallon ground storage tank, high service pumps, and associated piping controls to connect the storage tank to the city's existing reclaimed system.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Land Acquisition

Deliverables: The Grantee will acquire fee simple interest on properties within the City of Clermont. Costs related to pre-acquisition and acquisition will be reimbursable. The property interests will be held by the Grantee.

Documentation: The Grantee will submit: 1) copies of all appraisals; 2) the closing statement or all closing documents; 3) title exam/insurance; 4) property survey; 5) boundary map; and 6) the deed, recorded easement, or property interest.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement at the conclusion of the task.

Task 2: Construction

Deliverables: The Grantee will construct the Clermont Reclaim Water Storage project in accordance with the final design.

Documentation: The Grantee will submit: 1) a copy of the final design; 2) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Land Acquisition	Land Acquisition	\$1,000,000	7/01/2025	12/31/2028
2	Construction	Contractual Services	\$500,000	7/01/2024	12/31/2028
Total:			\$1,500,000		

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**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

Attachment 5

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PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

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5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2024-2025	37.039	Statewide Water Quality Restoration Projects – LI 1732A	\$500,000	140047
Original Agreement	Department of Environmental Protection	2025-2026	37.039	Statewide Water Quality Restoration Projects - LI 1555	\$1,000,000	149950
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$1,500,000	
-------------	-------------	--

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

<https://floridadep.gov/wra/wra/documents/progress-report-form>

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DECLARATION OF RESTRICTIVE COVENANT
AGREEMENT NO. L0015**

EXHIBIT G

This Grant Agreement was executed on / / (date), by and between the Florida Department of Environmental Protection and City of Clermont (Grantee), for in pertinent part, land acquisition in Lake County, Florida, constructing a storage tank, service pumps, and associated piping controls for the Grantee's reclaim water storage system. A copy of the Grant Agreement can be viewed at: <https://facts.fldfs.com/> under "Agency Assigned Contract ID" search tab, or a copy may be obtained by contacting the Clerk of the Department in the Office of General Counsel at 3900 Commonwealth Blvd., Mail Station 35, Tallahassee Florida 32399. The Grant Agreement and the required Conservation Easement/Restrictive Covenant implement an environmental benefit under Chapter 403 of the Florida Statutes and constitute an exception to marketability under Section 712.03 of the Florida Statutes.

This property was acquired with funds provided by the Department of Environmental Protection and will be managed in accordance with the applicable federal and State laws. This property may not be disposed of in any manner without the prior written approval of the Florida Department of Environmental Protection. This property must be used for the construction of the Clermont Reclaim Water Storage project as its primary purpose. Secondary purposes of water resource development and alternative water supplies are permitted as long as the primary purpose is maintained. The property may not be used for any purposes other than the primary or secondary purposes described above, without the prior written approval of the Florida Department of Environmental Protection. If any provision, in whole or in part, of this deed restriction should be found to be invalid or unenforceable, it shall not affect the validity of any other provisions within this section which shall continue to bind the parties. These deed restrictions on disposal of the property, and the use of the property are perpetual.

Agreement Initiation Form

Agreement Info

Agreement Number:	L0169
Project Title:	Clermont North Side Alternative Water Storage
Grantee:	City of Clermont
Award Amount:	\$1,000,000.00
Match Amount:	NA
Funding Source:	LP, GAA LI 1555, FY 25-26, WPSPTF

Project Info

Answer the questions below and enter N/A for questions that do not apply to this project.

1) What is the estimated start date for work under this agreement?			June -2025
2) What is the estimated completion date for this project?			June -2027
3) What type of project delivery method will be used for this project?			Design-Bid-Build
4) Is this project a continuation of a project for which there is already an agreement in place with DEP?			No
5) If yes, please provide DEP Agreement Number(s)?			
6) Is this project expected to receive State Revolving Fund (SRF) funding?			No
7) Is the project geographically located within a DEP-approved Restoration Plan (i.e., Basin Management Action Plan or Reasonable Assurance Plan) area? See Map			Yes
8) If yes, what is the name of the Restoration Plan?		Ocklawaha	
9) If located within a Restoration Plan area, is the project identified with a project number on the Statewide Annual Report? Link to Report			No
10) If yes, enter the Project Name and Unique ID from the Statewide Annual Report below.			
Project Name:	N/A		Unique ID: N/A

Project Location

Indicate the municipal area (e.g., city of ___, town of ___, etc.), county, project coordinates (i.e. decimal degrees), and if the work will be performed on State-owned land.

Municipal Area:	City of Clermont
County:	Lake
Project Coordinates (decimal degrees):	TBD
Will work be performed on State-owned land? (Includes submerged aquatic land)	No
Is the project located within a Rural Area of Opportunity ?	No
Land ownership status for work activities for this project.	Land not acquired yet

Project Background

The project background can be a brief summary (i.e., 3-6 sentences) that provides relevant information on the history and/or scope of the project. This section can also include context for understanding the project and information on other phases of the project not funded with this agreement. Identify: 1) what the water related issue is; 2) why the water related issue is a problem; 3) how the project addresses the problem; and 4) what water-related benefits will result from the completion of the project.

The City of Clermont reclaimed water system serves over 6,500 homes. A proposed 3 million gallon storage tank will be a critical addition to the reclaim water supply system by storing additional reclaim water that would otherwise be directed to the rapid infiltration basins. This additional reclaimed water will serve to keep homes off of the potable water system for irrigation helping to reduce withdrawals from the aquifer and maximizing the use of reclaimed water.

Project Description

Provide a brief summary (i.e., 2-4 sentences) that only details the work that will be completed and reimbursed with the grant funding provided under this Agreement. Indicate if this funding will result in a completed project.

Funding under this agreement will be used for the purchase of fee simple property. This property will be used for the construction of a ground storage tank and high service pumps used for irrigation. Additional funds remaining after purchase of property will be used during design.

Will the funding provided in this agreement result in a fully completed project?	No
--	----

Project Benefits

Identify the estimated benefits for the project. Enter N/A for the benefits that do not apply to this project.

Total Nitrogen Reduction (lb/yr):	N/A
% Reduction Total Nitrogen (lb/yr):	N/A
Total Phosphorus Reduction (lb/yr):	N/A
% Reduction Total Phosphorus (lb/yr):	N/A
Other Measurable Benefits (Please Specify):	N/A
Septic Tanks Eliminated:	N/A
Septic Systems Upgraded/Enhanced:	N/A

Tasks

Indicate the tasks below that apply to this project. This should only include project activities applied for in your DEP grant proposal or legislative funding request. Only fill out tasks that you are requesting to be funded with the grant award or required local match provided under this Agreement. For tasks that will not be funded under this agreement, select “No” and leave the corresponding questions blank.

Note: DEP encourages as few tasks as necessary to spend grant funding. For example, exclude the Bidding and Contractor Selection and Project Management tasks if full grant budget can be spent on Construction.

Preconstruction Activities		Include this task in the Grant Work Plan?
		Yes
This task includes activities within the design phase that are necessary for the completion of the design. Design, permitting, and other preconstruction activities can be covered under this task. <u>Examples:</u> design, permits, geotechnical or topographic surveys, hydro-analysis, water modeling, etc.		
1) Provide a brief summary below of what will be designed under this task.		
If any grant funding is available after the purchase of property remaining funds will be used towards design costs.		
2) What is the current estimated design % complete?		0%
3) Will other preconstruction activities, such as surveys (i.e., not design/permitting), be included within this task?		Yes
4) If yes, provide a brief summary below of the other preconstruction activities.		
Survey for purchase of property.		
5) Will the work under this task be completed by a contractor/consultant?		Yes
6) If no, provide a brief summary below of how the work will be completed.		

Bidding and Contractor Selection	Include this task in the Grant Work Plan?
	No
This task includes activities within the bid phase of the project. <u>Examples:</u> bidding services, public notices, pre-bid meetings, bid packages, etc.	
1) Will the contractor(s) for this project be selected through a competitive bidding process?	Yes
2) If no, provide a brief summary below of how the contractor(s) will be selected.	
3) Will the work under this task be completed by a contractor/consultant?	Yes
4) If no, provide a brief summary below of how the work will be completed.	

Construction	Include this task in the Grant Work Plan?
	Yes
This task includes the construction or installation of water related infrastructure. Note: Construction engineering/inspections/oversight activities are not included in this task and would be included in a separate task in this form below if you will be requesting reimbursement. <u>Examples:</u> replacement and/or installation of piping, extensions to water systems, improvements and/or upgrades to water treatment facilities, construction of lift stations, etc.	
1) Provide a brief summary below of what will be constructed under this task.	
Ground storage tank with high service pumps along with associated piping and controls. Any remaining funds not utilized for land purchase or design will be used during construction.	
2) Will materials or supplies for this task be directly purchased by the Grantee?	No
3) If yes, what is the estimated cost of the materials or supplies?	\$
4) If yes, provide a brief summary below of the materials or supplies that will be purchased.	
5) Will a Florida Licensed Professional Engineer be able to certify the work?	Yes
6) What is the estimated start date for construction?	June-2026
7) What is the estimated total cost for construction? <i>This may differ from the grant amount you request in the budget table at the end of this document.</i>	\$6,000,000
8) Will the work under this task be completed by a contractor/consultant?	Yes
9) If no, provide a brief summary below of how the work will be completed.	

Land Acquisition	Include this task in the Grant Work Plan?	
	Yes	
This task includes the purchase of land for acquiring interest and/or rights for real property (including access rights through ingress/egress easements, leases, license agreements or other site access agreements; and/or obtaining record title ownership of real property through purchase).		
1) Provide a brief summary below of the land that will be acquired/purchased under this task.		
Purchase of fee simple property to construct a reclaimed water ground storage tank and high service pumps.		
2) Will this be a fee simple or less than fee simple (easement) acquisition?		Fee simple

Equipment Purchase	Include this task in the Grant Work Plan?	
	No	
This task includes capital outlay costing \$5,000 or more per item that will be directly purchased by the Grantee and will not be permanently installed or constructed. <u>Examples</u> : portable generators, vacuum trucks, pumps etc.		
1) Provide a brief summary below of the equipment that will be purchased under this task.		
N/A		
2) Will the Grantee directly purchase the equipment from a vendor?		[Select Option]
3) If no, provide a brief summary below of how the equipment will be purchased.		
N/A		
4) Will installation and start-up be included in the equipment purchase?		[Select Option]
5) If no, will there be construction or installation costs?		[Select Option]
6) If yes, what will the estimated cost be for the construction or installation?		\$

Connection to Central Sewer	Include this task in the Grant Work Plan?
	No
This task includes <u>ONLY: laying laterals, connections, and septic abandonments</u> (work typically done on private property by a plumbing contractor). This task <u>DOES NOT include construction of a sewer system extension</u> , which would be included in a “Construction” task. Proper abandonment of the septic systems will be required under this task.	
1) How many residential properties will be connected?	N/A
2) How many commercial properties will be connected?	N/A
3) Will any materials or supplies for this task be directly purchased by the Grantee (not contractor)?	[Select Option]
4) If yes, what is the estimated cost of the materials or supplies?	\$
5) Will the work under this task be completed by a contractor/consultant?	[Select Option]
6) If no, provide a brief summary below of how the work will be completed.	
N/A	

Study	Include this task in the Grant Work Plan?
	No
This task includes studies that are not connected to the design of a project or will be performed after the completion of a project. <u>Examples</u> : feasibility studies, environmental assessments, master plans, project evaluation study etc.	
1) Provide a brief summary below of the studies and list all activities that will be completed under this task.	
N/A	
2) Provide a brief summary below of what type of final report/documentation will be submitted upon completion of this task and include the name of the report, if applicable.	
N/A	
3) Will the work under this task be completed by a contractor/consultant?	[Select Option]
4) If no, provide a brief summary below of how the work will be completed.	
N/A	

Project Management	Include this task in the Grant Work Plan?	
	No	
This task includes project management activities for this project. <u>Examples:</u> Construction engineering and inspections (field engineering services, construction observation, site meetings with construction contractor(s) and design professionals, construction coordination and supervision). This may also include grant administration or project management related to pre-construction phase (meeting with subconsultants, project schedule and budget management).		
1) Please provide a detailed list of all the project management activities for which you will be requesting reimbursement or submitting as match. Please indicate if this only includes engineering/inspection services during the construction phase.		
N/A		
2) What documentation will you be able to provide as deliverables for this work?		
N/A		
3) Will the work under this task be completed by a consultant/contractor?		[Select Option]
4) If no, provide a brief summary below of how the task will be completed.		
N/A		

Other	Include this task in the Grant Work Plan?	
	No	
This task includes activities that are not related to the previously listed tasks. These other activities may require a customized task to be included in the Grant Work Plan. <u>Examples:</u> site cleanup, site leases, muck dredging and spoil management, water conservation, etc.		
1) Provide a summary below of the other activities.		
N/A		
2) What documentation will you be able to provide as deliverables for this work?		
N/A		
3) Will the work under this task be completed by a contractor/consultant?		[Select Option]
4) If no, provide a brief summary below of how the work will be completed.		
N/A		

Project Timeline and Budget

Complete this table to summarize the timeline and budget for the tasks identified in the previous section. Use the dropdowns to select the task titles and enter the grant amounts that will be allocated to each task. All task start dates will reflect the grant reimbursement eligibility date of July 1, 2025 and the task end dates should reflect an estimated completion date for each task. Add or delete tasks as needed. Please add a column for a ‘Match Amount’ if there is required match for this award.

Task No.	Task Title	Grant Amount	Task Start Date	Task End Date
1	Land Acquisition	\$1,000,000	07/01/2025	06/01/2026
Total:		\$1,000,000		

Location Map/Site Plan

Add a location map and/or site plan below if you would like them to be included in the Grant Work Plan.

Mark Griffin

From: Rick Van Wagner
Sent: Friday, July 11, 2025 10:03 AM
To: Stoney Brunson
Subject: Fw: L0169 - Clermont North Side Alternative Water Storage
Attachments: Agreement Initiation Form_FY26_DWRA (6.23.2025).docx; Agreement Contact Information (rev_11.06.24).pdf; 12. Insurance Requirements for FY 25-26.pdf; L0169 HB (2334).pdf; L0169 SB (1918).pdf

Get [Outlook for iOS](#)

From: Llerena, Diana <Diana.Llerena@FloridaDEP.gov>
Sent: Friday, July 11, 2025 10:00:42 AM
To: rvanwagner@clermontfl.org <rvanwagner@clermontfl.org>
Cc: jmalworm@clermontfl.org <jmalworm@clermontfl.org>; chris.camody@gray-robinson.com <chris.camody@gray-robinson.com>
Subject: L0169 - Clermont North Side Alternative Water Storage

Funding for Clermont North Side Alternative Water Storage (Project) of \$1,000,000 will be made available through a cost reimbursement grant, which will require execution of a grant agreement with the Department of Environmental Protection. Your community or agency will be considered a Grantee, and the funding will only be eligible for work completed after July 1, 2025. To draft an agreement, we will need you to provide the following information to us by September 30, 2025:

- Agreement Contact Information form - which includes Authorized Representative (to sign Agreement), Grant Manager (must be employed directly by the Grantee), Disbursement Contact, and Primary Contact (if they are not one of the others listed).
- Agreement Initiation Form - which includes Project Background, Project Description, Project Benefits, Tasks, Budget Amount for each Task, and Task timelines.
- Certificate of Insurance Coverage with the Department of Environmental Protection named as an additional insured (certificate holder) or a letter from your community or agency's Chief Financial Officer stating that the Grantee is self-insured (see the attachment summarizing the current grant agreement requirements for insurance coverage or self-insurance).

We will use that information to draft a work plan consistent with requirements of the Department of Financial Services, with deliverables and performance measures. We will prepare the agreement documents for execution by both parties. We will make every effort to send you the agreement for signature soon after we have received your attachments and any additional information needed to complete the documents.

The House or Senate Funding Request forms that were submitted for this project are also attached to this email for your reference.

Should you have questions or need assistance, please email me at Diana.Llerena@FloridaDEP.gov.

Attachments:

- Agreement Contact Information form
- Insurance Requirements for FY25-26
- Agreement Initiation Form
- Florida Senate Local Funding Initiative Request and/or Florida House of Representatives Appropriations Project Request

Thank You,



Diana Llerena
Florida Department of Environmental Protection
Division of Water Restoration Assistance
Alternative Water Supply and Restoration Program
Environmental Specialist I
Diana.Llerena@FloridaDEP.gov
Office: 850-245-2841



AGENDA ITEM

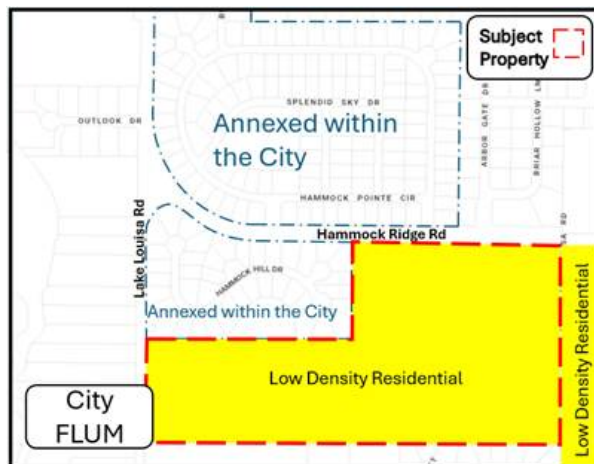
Meeting Date	
Tuesday, February 24, 2026	
Agenda Item Name	
Ordinance No. 2025-039 <i>Final</i> <i>Ivey Ridge LSCPA</i>	
Requested Action	
Approve Ordinance No. 2025-039.	
Staff Report	

Update

Since the project is greater than 50 acres, a large-scale comprehensive plan review was required. The amendment (25-02ESR) was transmitted for comment to the State of Florida, Florida Commerce Department and other state agencies for review in December 2025. The City received five (5) responses from the reviewing agencies, with no "comments" being provided other than no adverse impacts had been found. Since no substantial comments or objections were received, the City is proceeding forward with the adoption of this request and recommends approval of Ordinance 2025-039.

Background

The City, as the applicant, is requesting a Large-Scale Comprehensive Plan Amendment and Rezoning of the Subject property as a follow-up to the staff-initiated annexation request. The property is located southeast of Lake Louisa Road and Hammock Ridge Road intersection and is approximately 57.34 +/- acres. The property was approved under PUD Ordinance No. 2020-03 in Lake County for up to 155 single-family dwelling units. The property is currently moving forward, and construction activity is starting. The property was annexed prior to building permit issuance to capture \$1.8 million worth of impact fees for the City of Clermont.



On June 10, 2025, the City Council approved the annexation of the subject property with the understanding that a Large-Scale Comprehensive Plan Amendment and Rezoning at a future date in time would occur to designate the property with the applicable future land use and zoning designations. Staff is proceeding to complete the process at this time.

The current zoning of the property within Lake County is Planned Unit Development (PUD) with the Urban Low Density future land use category. The compatible zoning within the City would be Planned Unit Development (PUD) with a future land use designation of Low-Density Residential. The abutting future land use adjacent to the east

within the City is Low-Density Residential, which is the established Foxchase Subdivision.

This application is being presented to the City Council to make a recommendation for transmittal due to the required review by the State of Florida Department of Economic Opportunity (DEO) for the amendment to the Comprehensive Plan for projects greater than 50 acres. If transmitted, then DEO and other State agencies will review and render their comments prior to a public hearing on the adoption of this amendment. The anticipated adoption hearing will be in January/February 2026 before City Council.

The change in the future land use to the City's Low-Density Residential does not propose a conflict between the existing uses and land uses within the area. The proposed future land use is consistent with the City's Comprehensive Plan due to the use being consistent with the remainder of the plan and its goals, objectives and policies. *The Planning and Zoning Commission recommended approval, 5-0.* Staff recommends approval of the Large-Scale Comprehensive Plan Amendment, Ordinance NO. 2025-039.

Additional Analysis

Fiscal Impact Summary

None on the current operating budget.

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

1.	Ord 2025-039 Ivey Ridge LSCPA (02.09.2026)	Ord 2025-039 Ivey Ridge LSCPA (02.09.2026).pdf
2.	Location Maps	Location Maps.pdf
3.	State Agency Responses	State Agency Responses.pdf
4.	06.10.2025 - City Council Minutes excerpt	06.10.2025 - City Council Minutes excerpt.pdf
5.	Legal Ad-Ivey Ridge LSCPA CC	Legal Ad-Ivey Ridge LSCPA CC.pdf



CITY OF CLERMONT
ORDINANCE NO. 2025-039

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

WHEREAS, the Comprehensive Plan of the City of Clermont was adopted by the City of Clermont on June 23, 2009, in accordance with the Local Government Planning and Land Development Regulations Act of 1985, Chapter 163, Part II, Florida Statutes; and

WHEREAS, the Comprehensive Plan of the City of Clermont may be amended pursuant to Florida Statute 163.3187; and

WHEREAS, the Planning and Zoning Commission, acting as the Local Planning Agency, held a public hearing and made recommendations to the City Council for amendments to the plan; and

WHEREAS, the City Council of the City of Clermont held public hearings on the proposed amendments 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

TRACTS 45 AND 46 AND PORTIONS OF TRACTS 35 AND 36, MONTE VISTA PARK FARMS ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 27 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA TOGETHER WITH UNPLATTED PORTIONS OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY FLORIDA.



CITY OF CLERMONT
ORDINANCE NO. 2025-039

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF HAMMOCK RESERVE ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 64, PAGES 78 AND 79 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA ALSO BEING A POINT ON THE WEST LINE OF AFORESAID TRACT 36 AND A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF HAMMOCK RIDGE ROAD ACCORDING TO OFFICIAL RECORDS BOOK 2772, PAGE 1175 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN THE FOLLOWING TWO COURSES ALONG SAID SOUTH RIGHT-OF-WAY LINE: SOUTH 89°52'24" EAST FOR A DISTANCE OF 527.16 FEET; THENCE RUN SOUTH 88°20' 51" EAST FOR A DISTANCE OF 781.25 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF EAST LAKE LOUISA ROAD AS MAINTAINED BY LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 00°35'41" WEST ALONG SAID WEST RIGHT-OF-WAY LINE FOR A DISTANCE OF 588.51 FEET TO THE SOUTH LINE OF THE SOUTHERLY LIMITS OF SAID MAINTAINED EAST LAKE LOUISA ROAD; THENCE RUN SOUTH 89°42'36" EAST, ALONG SAID SOUTH LINE FOR A DISTANCE OF 10.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT 46; THENCE RUN SOUTH 00°35'41" WEST, ALONG THE EAST LINE OF SAID TRACT 46 FOR A DISTANCE OF 649.44 FEET TO A POINT ON THE NORTH LINE OF A 15.00 FOOT WIDE UNNAMED, UNIMPROVED RIGHT-OF-WAY ACCORDING TO AFORESAID PLAT BOOK 2, PAGE 27; THENCE RUN NORTH 89°44'18" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE FOR A DISTANCE OF 1321.77 FEET TO A POINT ON THE WEST LINE OF THAT CERTAIN VACATED RIGHT-OF-WAY ACCORDING TO OFFICIAL RECORDS BOOK 3418, PAGE 1519 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 00°48'59" WEST ALONG SAID WEST VACATED RIGHT-OF-WAY LINE FOR A DISTANCE OF 15.00 FEET TO THE NORTHWEST CORNER OF THE ORANGES - PHASE 2 AS RECORDED IN PLAT BOOK 33, PAGES 63 THROUGH 65 OF AFORESAID PUBLIC RECORDS AND THE SOUTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE RUN NORTH 89°46'34" WEST ALONG SAID SOUTH LINE OF SAID SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6 FOR A DISTANCE OF 1290.91 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF LAKE LOUISA ROAD, ACCORDING TO LAKE COUNTY MAINTENANCE MAP, ROAD MAP BOOK 5, PAGES 6 THROUGH 9 OF SAID PUBLIC RECORDS; THENCE RUN ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) BEARING AND DISTANCES: THENCE RUN NORTH 00°36'20" EAST FOR A DISTANCE OF 298.05 FEET; THENCE RUN SOUTH 89°59'55" EAST FOR A DISTANCE OF 8.00 FEET; THENCE RUN NORTH 00°36'20" EAST FOR A DISTANCE OF 362.02 FEET TO A POINT ON THE SOUTH LINE OF AFORESAID HAMMOCK RESERVE; THENCE RUN SOUTH 89°59'55" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 1285.40 FEET TO THE SOUTHEAST CORNER OF SAID HAMMOCK RESERVE; THENCE RUN NORTH 00°41'15" EAST ALONG THE EAST LINE OF SAID HAMMOCK RESERVE ALSO BEING THE WEST LINE OF AFORESAID TRACT 36 FOR A DISTANCE OF 605.59 FEET TO THE POINT OF BEGINNING.

CONTAINS 57.34 ACRES MORE OR LESS.

CITY OF CLERMONT
ORDINANCE NO. 2025-039

LOCATION:

Ivey Ridge Subdivision
Vacant parcels located southeast of
Lake Louisa Road and Hammock Ridge Road intersection, adjacent to Foxchase
57.34 +/- Acres



CHANGE THE FUTURE LAND USE CLASSIFICATION:

**FROM: LAKE COUNTY URBAN LOW
TO: CITY OF CLERMONT LOW DENSITY RESIDENTIAL**

SECTION 2: CONFLICT

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

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. 2025-039

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. 2025-039

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 24th day of February, 2026.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

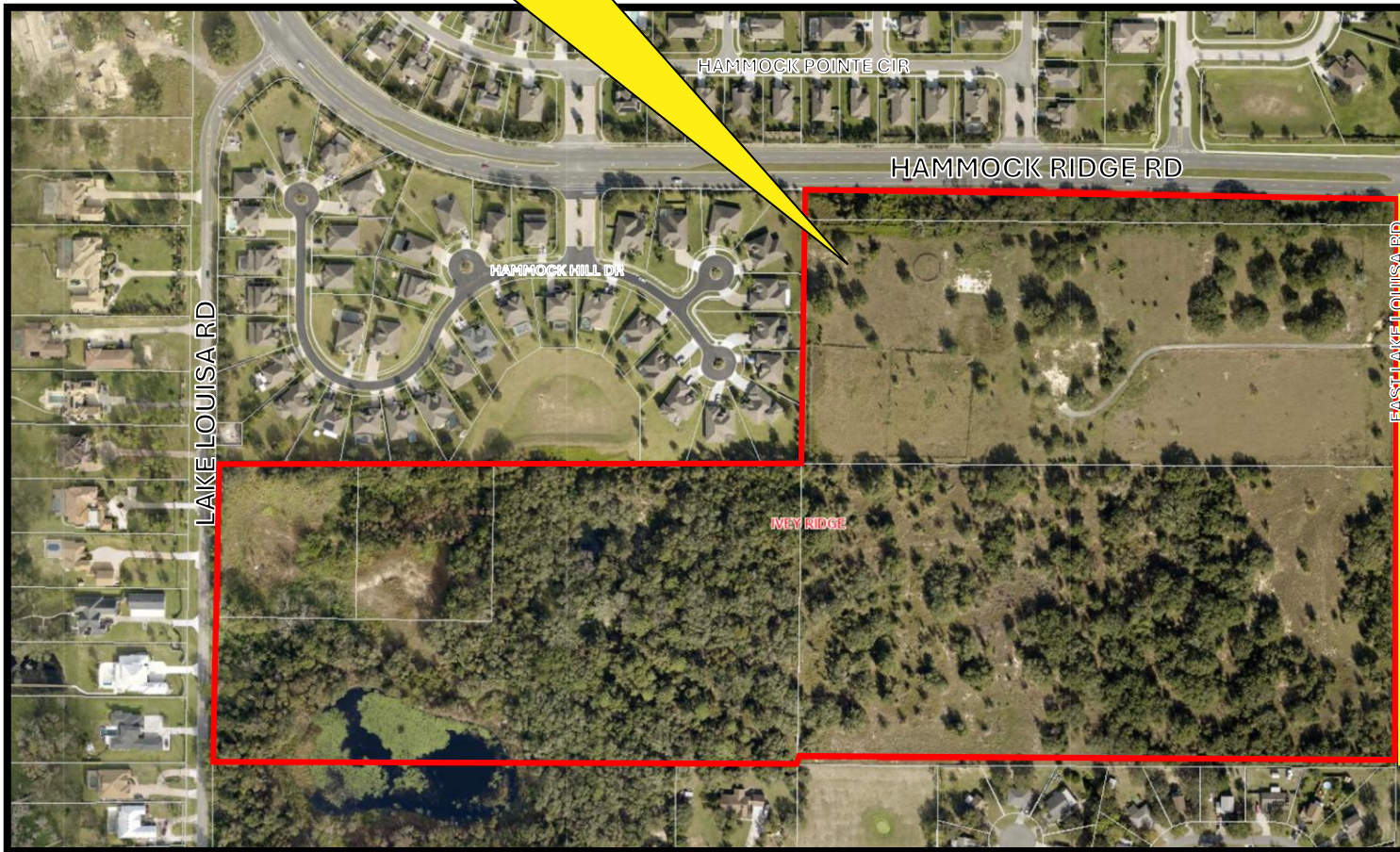
Approved as to form and legality:

Christian W. Waugh, City Attorney

Site:
 Future Land Use from
 Lake County
 Urban Low Density
 To
 City of Clermont
 Low Density Residential



**2025-039
 Before**



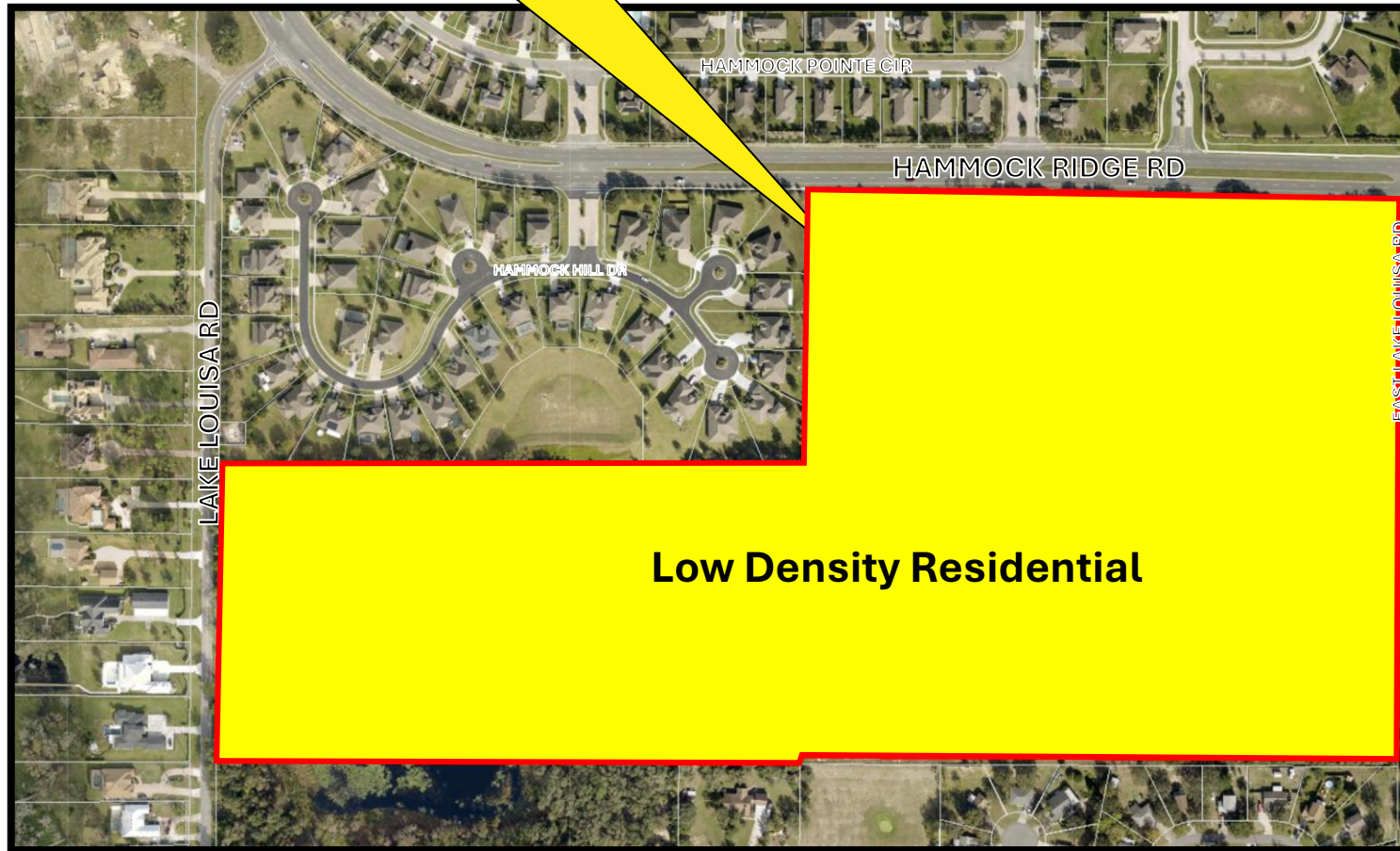
- Clermont Future Land Use
- Commercial
 - Conservation
 - Downtown MU
 - High Density Residential
 - Industrial
 - Low Density Residential
 - Master Planned Development
 - Medium Density Residential
 - Multi Use W District & Neighborhood
 - Neighborhood District
 - Office
 - Parks
 - Public Fac/Institutional
 - Residential/Office



Site:
 Future Land Use from
 Lake County
 Urban Low Density
 To
 City of Clermont
 Low Density Residential



2025-039
After



- Clermont Future Land Use
- Commercial
 - Conservation
 - Downtown MU
 - High Density Residential
 - Industrial
 - Low Density Residential
 - Master Planned Development
 - Medium Density Residential
 - Multi Use W District & Neighborhood
 - Neighborhood District
 - Office
 - Parks
 - Public Fac/Institutional
 - Residential/Office



State Agency
Responses for
Ivey Ridge – LSCPA
ORD No. 2025-039

John E. Kruse

From: Plan_Review <Plan.Review@FloridaDEP.gov>
Sent: Friday, January 9, 2026 5:46 PM
To: John E. Kruse; dcpxexter@commerce.fl.gov
Cc: Plan_Review
Subject: Clermont 25-02ESR Proposed

To: John E. Kruse, AICP, Planning Manager

Re: **Clermont 25-02ESR** – Expedited State Review of Proposed Comprehensive Plan Amendment

The Office of Intergovernmental Programs of the **Florida Department of Environmental Protection** (Department) has reviewed the above-referenced amendment package under the provisions of Chapter 163, Florida Statutes. The Department conducted a detailed review that focused on potential adverse impacts to important state resources and facilities, specifically: air and water pollution; wetlands and other surface waters of the state; federal and state-owned lands and interest in lands, including state parks, greenways and trails, conservation easements; solid waste; and water and wastewater treatment.

Based on our review of the submitted amendment package, the **Department has found no provision that, if adopted, would result in adverse impacts to important state resources subject to the Department's jurisdiction.**

Please submit all future amendments by email to Plan.Review@FloridaDEP.gov. If your submittal is too large to send via email or if you need other assistance, contact Lindsay Weaver at (850) 717-9037.





East Central Florida Regional Planning Council

455 N. Garland Avenue, Orlando, FL 32801 Suite 414
Phone 407.245.0300 • www.ecfrpc.org

Tara McCue, AICP
Executive Director

Local Government Comprehensive Plan Amendment Review Form

Regional Planning Council: **ECFRPC**

Date Received: December 12, 2025

State Plan Amendment #: **Clermont 25-02ESR**

Local Government Review #: **Ordinance No. 2025-039**

Pursuant to Section 163.3184, Florida Statutes, Council review of proposed amendments to local government comprehensive plans is limited to adverse effects on regional resources and facilities identified in the strategic regional policy plan (SRPP) and extra jurisdictional impacts that would be inconsistent with the comprehensive plan of any affected local government within the region. A written report containing an evaluation of these impacts, pursuant to Section 163.3184, Florida Statutes, is to be provided to the local government and the state land planning agency within 30 calendar days of receipt of the amendment.

DESCRIPTION OF AMENDMENT

A large-scale Future Land Use Map amendment from Lake County Urban Low to City Low Density Residential for property totaling ±57.34-ac. Property located southeast of the intersection of Lake Louisa Rd. and Hammock Ridge Rd.

I. ADVERSE EFFECTS TO SIGNIFICANT REGIONAL RESOURCES AND FACILITIES IDENTIFIED IN THE STRATEGIC REGIONAL POLICY PLAN

This amendment **does not appear** to pose any adverse effects to significant and regional resources and facilities. It appears to be in compliance with the Goals and Policies of the SRPP.

Executive Committee

Chair
Julian Green
City Commissioner
City of Wildwood

Vice Chair
Peggy Choudhry
County Commissioner
Osceola County

Secretary
Mindy Gibson
City Councilmember
City of Satellite Beach

Treasurer
Doug Shields
County Commissioner
Lake County

Immediate Past Chair
Amy Lockhart
County Commissioner
Seminole County

Member at Large
Craig Curry
County Commissioner
Marion County

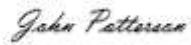
Member at Large
Jake Johansson
County Councilmember
Volusia County

II. EXTRAJURISDICTIONAL IMPACT INCONSIST WITH THE COMPREHENSIVE PLANS OF LOCAL GOVERNMENTS WITHIN THE REGION

This amendment **does not appear** to pose any extra-jurisdictions impacts with would be inconsistent with the comprehensive plan of an affected local government within the region.

Request a copy of the adopted version of this amendment (electronic only) Yes ___ No X

Reviewed by:



John Paterson, AICP, Planner III

Should you have any additional Comments or questions, please e-mail me at jpatterson@ecfrpc.org, or call be directly at (407) 245-0300, Ext. 301.

Executive Committee

Chair Julian Green City Commissioner City of Wildwood	Vice Chair Peggy Choudhry County Commissioner Osceola County	Secretary Mindy Gibson City Councilmember City of Satellite Beach	Treasurer Doug Shields County Commissioner Lake County	Immediate Past Chair Amy Lockhart County Commissioner Seminole County	Member at Large Craig Curry County Commissioner Marion County	Member at Large Jake Johansson County Councilmember Volusia County
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Serving Brevard, Lake, Marion, Orange, Osceola, Seminole, Sumter, and Volusia Counties



Florida Department of Transportation

RON DESANTIS
GOVERNOR

719 S. Woodland Boulevard
DeLand, Florida 32720

JARED W. PERDUE, P.E.
SECRETARY

January 13, 2026

John E. Kruse, AICP
Planning Manager
City of Clermont
685 W. Montrose Street
Clermont, FL 34711
jekruse@clermontfl.org

Subject: **Clermont Proposed Comprehensive Plan Amendment 25-02ESR**

Dear Mr. Kruse,

Pursuant to Section 163.3184(3), Florida Statutes (F.S.), in its role as a reviewing agency identified in Section 163.3184(1)(c), F.S., the **Florida Department of Transportation (FDOT)** reviewed the proposed text amendment Clermont 25-01ESR.

The proposed Comprehensive Plan Amendment, locally referred to as Ordinance No. 2025-039, is a Large-Scale Comprehensive Plan Amendment and Rezoning of the subject property as a follow-up to the staff-initiated annexation request. The property is located southeast of the Lake Louisa Road and Hammock Ridge Road intersection and is approximately 57.34 +/- acres. The property was approved under PUD Ordinance No. 2020-03 in Lake County for up to 155 single-family dwelling units (DU) for which construction activity has started.

On June 10th, 2025, the City Council approved the Annexation of the subject property with the understanding that a Large-Scale Comprehensive Plan Amendment and Rezoning (at a future date and time) would occur to designate the property with the applicable Future Land Use (FLU) and Zoning designations. This amendment is meant to proceed in completing this process.

The current Zoning of the property within Lake County is Planned Unit Development (PUD) with the Urban Low Density FLU category. The proposed Zoning within the City would be Planned Unit Development (PUD) with a FLU of Low-Density Residential. The existing County FLU allows for a maximum of 4 DU/Acre, while the proposed City FLU allows for a maximum of 3 DU/Acre, representing a decrease in allowable density and therefore negative net trip generation potential.

FDOT has determined the proposed amendment should have no significant adverse impacts to transportation resources or facilities of state importance. We ask that as the development moves forward, that impacts to state roadways be considered.

We appreciate the opportunity to review the proposed amendment. Please transmit a copy of the amendment, along with the supporting data and analysis, to the District upon its adoption. The Department reserves the right to comment if the proposed amendment changes between transmittal and adoption.

Thank you for coordinating the review of this proposed amendment with FDOT. If you have any questions, you may contact me at 386-943-5421 or by email at tiffany.hill@dot.state.fl.us.

Sincerely,

A handwritten signature in black ink, appearing to be 'TH' followed by a stylized flourish.

Tiffany Hill
Systems Planning Coordinator (Supervisor)

cc: Donna Harris, FL Commerce
Steven Buck, FDOT
Tiffany Hill, FDOT

John E. Kruse

From: Steve Fitzgibbons <SFitzgibbons@sjrwmd.com>
Sent: Tuesday, December 23, 2025 3:16 PM
To: John E. Kruse
Cc: dcpxter@commerce.fl.gov
Subject: City of Clermont proposed comprehensive plan amendment 25-02ESR

Dear Mr. Kruse,

St. Johns River Water Management District (District) staff have reviewed City of Clermont proposed comprehensive plan amendment 25-02ESR in accordance with the provisions of Chapter 163, *Florida Statutes* (F.S.). Based upon review of the materials submitted, District staff have no comments on the proposed amendment

As reminder, the District approved the 2025 Central Florida Water Initiative Regional Water Supply Plan (2025 CFWI RWSP) on November 12, 2025. Subsequently, in accordance with Section 163.3177(6)(c)4, F.S., the City is required to prepare and adopt an updated Water Supply Facilities Work Plan (WSFWP) and related comprehensive plan amendment within 18 months of approval of the 2025 CFWI RWSP — by May 12, 2027. City staff, via email on December 8, 2025, acknowledge that they were aware of this requirement. District staff are available to answer any questions about completing the updated WSFWP.

If you have any questions or need additional information, please contact me.

Sincerely,
Steve Fitzgibbons

Steven Fitzgibbons, AICP
Intergovernmental Planner
St. Johns River Water Management District
7775 Baymeadows Way, Suite 102
Jacksonville, FL 32256
Office (386) 312-2369
Email: sfitzgib@sjrwmd.com
Website: www.sjrwmd.com
Connect with us: [Newsletter](#), [Facebook](#), [Twitter](#), [Instagram](#), [YouTube](#), [Pinterest](#)



www.sjrwmd.com/ePermit

We value your opinion. Please take a few minutes to share your comments on the service you received from the District by clicking this [link](#)

Notices

- Emails to and from the St. Johns River Water Management District are archived and, unless exempt or confidential by law, are subject to being made available to the public upon request. Users should not

have an expectation of confidentiality or privacy.

- Individuals lobbying the District must be registered as lobbyists (§112.3261, Florida Statutes). Details, applicability and the registration form are available at <http://www.sjrwmd.com/lobbyist/>

January 9, 2026

The Honorable Tim Murry
Mayor, City of Clermont
685 W. Montrose Street
Clermont, Florida 34711

Dear Mayor Murry,

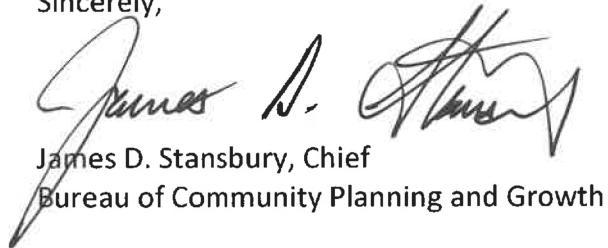
FloridaCommerce has reviewed the proposed comprehensive plan amendment for the City of Clermont (Amendment No. 25-02ESR) received on December 12, 2025. The review was completed under the expedited state review process. FloridaCommerce has no comment on the proposed amendment.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, FloridaCommerce has enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the City is reminded that:

- Section 163.3184(3)(b), Florida Statutes (F.S.), authorizes other reviewing agencies to provide comments directly to the City. **If the City receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.**
- **The second public hearing**, which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of agency comments or the amendment shall be **deemed withdrawn** unless extended by agreement with notice to FloridaCommerce and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.
- **The adopted amendment must be transmitted to FloridaCommerce within ten working days after the final adoption hearing or the amendment shall be deemed withdrawn pursuant to 163.3184(3)(c)2., F.S.** Under Section 163.3184(3)(c)2. and 4., F.S., the **amendment effective date** is 31 days after FloridaCommerce notifies the City that the amendment package is complete or, if challenged, until it is found to be in compliance by FloridaCommerce or the Administration Commission.

If you have any questions concerning this review, please contact Ailin Cano, Planning Analyst, by telephone at (850)-717-8443 or by email via Ailin.Cano@Commerce.fl.gov.

Sincerely,



James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS /ac

Enclosure(s): Procedures for Adoption

cc: John E. Kruse, AICP, Planning Manager, City of Clermont
Tara McCue, Executive Director, East Central Florida Regional Planning Council

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
June 10, 2025

Item No. 9 – Ordinance No. 2025-019, Ivey Ridge Annexation Final

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND IN ACCORDANCE WITH THE INTERLOCAL SERVICE BOUNDARY AGREEMENT DATED DECEMBER 2, 2014; PROVIDING FOR CONFLICT, SERVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

Deputy City Clerk Wisniewski read the title aloud.

Development Services Director Henschel presented the item. The City is requesting annexation of the subject parcel as authorized by the utility agreement with the property owner through the notice of encumbrance to annex provision. The agreement with the City was executed on November 8, 2022. The property is being developed and will be receiving wastewater services from the City. The property, approximately 60.51 acres, was approved for 155 residential single-family dwelling units in the Planned Unit Development. The annexation is being requested in order to allow the building permits to be issued by the City of Clermont.

The related request for a comprehensive plan amendment and rezoning request will come at a later date and will be very similar to what has been approved in Lake County. The current zoning is Planned Unit Development and the current future land use is Urban Low in Lake County. In order to expedite the process, staff recommends approval of annexation Ordinance 2025-019.

Mayor Murry opened public comments.

Devin Marie, Madarin Drive – expressed concern with the traffic and the endangered species fleeing the area.

Mayor Murry closed public comments.

Council Member Howard stated that the project will get built, the City annexes the property and collects the Impact Fees for the services we will be providing or it stays in the County and the City gets nothing and still provides the services.

Mayor Murry informed the public that the City provides services due to an agreement with Lake County.

Council Member Howard motioned to approve Item No. 9 Ordinance No. 2025-019, Ivey Ridge Annexation Final; seconded by Council Member Myers. Passed unanimously 5-0 with all members present voicing aye.

Mayor Murry informed the public that if gopher turtles are found on the property they must be removed prior to beginning construction.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
June 10, 2025

Item No. 10 – Ordinance No. 2025-020, *McKinnon Groves Annexation Final*

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND IN ACCORDANCE WITH THE INTERLOCAL SERVICE BOUNDARY AGREEMENT DATED DECEMBER 2, 2014; PROVIDING FOR CONFLICT, SERVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

Deputy City Clerk Wisniewski read the title aloud.

Development Services Planner Kruse presented the item. The City is requesting annexation of the subject parcel as authorized by the utility agreement with the property owner through the notice of encumbrance to annex provision. The agreement with the City was executed on October 25, 2022. The property is being developed and will be receiving water and sewer services from the City.

The property, approximately 357 acres, was approved for a maximum of 660 single-family dwelling units and a minimum of 48 acres of non-residential development, which is approximately 520,000 square feet of commercial, office/personal services, and public/institution uses. The annexation is being requested in order to allow the building permits to be issued by the City of Clermont.

The related request for a comprehensive plan amendment and rezoning request will come at a later date and will be very similar to what has been approved in Lake County. In order to expedite the process, staff recommends approval of the revised annexation Ordinance 2025-019 that expressly makes it clear in the event of a conflict, the terms of the Planned Unit Development control over the City Code. The document is provided in the supplemental folder.

Council Member Strange requested City Attorney Waugh speak on the change in the Ordinance.

City Attorney Waugh the language was already implied, this states that.

Mayor Murry opened public comments.

Vincent Niemiec, Regency Hills – spoke about traffic on Hartwood Marsh Road.

Chris Roper, Akerman Law Firm – spoke about the revisions to the annexation to capture what was implied. Requested to move the annexation date to 14 days versus the 90 days to submit permits through the City and not the County.

Mayor Murry closed public comments.

Council Member Strange asked Mr. Roper if the annexation includes all properties or just a portion of the property listed as McKinnon Groves.

Mr. Roper stated that annexation includes the entirety of the property which includes residential and commercial.

Discussion ensued on where commercial buildings will go on the property, the wildlife corridor, Wellness Way standards and the land for a Fire Station.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
June 10, 2025

Council Member Howard explained where the piece of property is located and development of the surrounding properties.

Council Member Howard motioned to approve Item No. 10 Ordinance No. 2025-020, McKinnon Groves Annexation Final; seconded by Council Member Petersen. Passed unanimously 5-0 with all members present voicing aye.

NEW BUSINESS

Item No. 11 – Resolution No. 2025-015R, Employee Policy Amendment & 4-10-hour day work week Adoption

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING, RESTATING, AND READOPTING THE EMPLOYMENT POLICIES MANUAL IN IT'S ENTIRTY; PROVIDING FOR SEVERABILITY, PUBLICATION AND EFFECTIVE DATE.

Deputy City Clerk Wisniewski read the title aloud.

Human Resources Director Ohlinger reviewed highlights of the updates to the Employee Policies Manual along with the implementation of a compressed work week.

Some of the highlights included tuition reimbursement, timekeeping, callout, working out of class and leave pay, performance evaluations, grievance process, and a compressed work week consisting of four ten hour days and City Hall being closed on Fridays.

Council Member Strange stated that there are a lot policy issues with this item and it has not been workshopped by Council. She requested the item be tabled and addressed during the budget workshops to evaluate how these proposals will affect the budget and operations for the upcoming fiscal year.

Council Member Strange motioned to table Item No. 11 to be discussed during the budget workshop cycle; seconded by Council Member Petersen.

Council Member Strange stated that staff can present these changes as they present their budget proposals.

Mayor Murry opened public comment.

Charlene Forth, 939 W. Desoto Street – expressed concern regarding some of the changes and asked if there was an employee survey.

Deputy City Manager Matthys stated that the employees were notified and asked beforehand.

Bryan Bain, 245 Nautica Mile Drive – expressed concern with closing City Hall on Fridays and inquired if the community was involved with the proposed schedule.

Paula Hoisington, 564 E. Desoto Street – expressed concern with a day of no services and the grievance process.

Mayor Murry closed public comment.

Discussion ensued on the employee's opinion on the schedule, the start date of the compressed work week and the time since some of the policies have been addressed.

CITY OF CLERMONT
NOTICE OF PROPOSED LAND USE CHANGE
LARGE SCALE COMPREHENSIVE PLAN AMENDMENT
ORDINANCE NO. 2025-039

The City of Clermont will hold a public hearing on Tuesday, February 24th, 2026 beginning at 3:00 p.m. before the City Council to consider the adoption of the proposed change to the City's Future Land Use Map. The map amendment would change the Future Land Use designation for the property below from Lake County Urban Low Density to City of Clermont Low Density Residential.



LOCATION

Ivey Ridge Subdivision
Vacant parcels located southeast of
Lake Louisa Road and Hammock Ridge Road intersection,
adjacent to Foxchase 57.34 +/- Acres

FUTURE LAND USE MAP AMENDMENT

From: Lake County Urban Low
TO: City of Clermont Low Density Residential

ORDINANCE NO. 2025-039

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

All public hearings are held in the Clermont City Hall, Council Chambers, located at 685 West Montrose Street, Clermont, FL 34711.

This application is available for public inspection in the Development Services Department, Monday through Friday between the hours of 8:00 AM and 5:00 PM.

All interested parties will be given an opportunity to express their views on this matter.

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC
City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

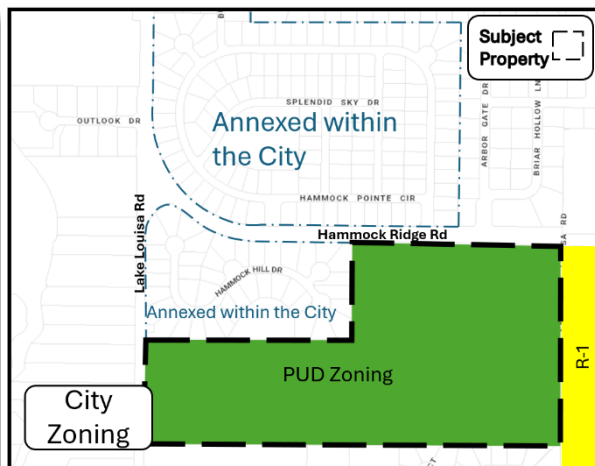
Meeting Date	
Tuesday, February 24, 2026	
Agenda Item Name	
Ordinance No. 2025-040 <i>Final</i> <i>Ivey Ridge Rezoning</i>	
Requested Action	
Approve Ordinance No. 2025-040.	
Staff Report	

Update

Since the project is greater than 50 acres, a large-scale comprehensive plan review was required. The amendment (25-02ESR) was transmitted for comment to the State of Florida, Florida Commerce Department and other state agencies for review in December 2025. The City received five (5) responses from the reviewing agencies, with no "comments" being provided other than no adverse impacts had been found. Since no substantial comments or objections were received, the City is proceeding forward with the adoption of the comprehensive plan amendment and Ordinance 2025-040 for the rezoning from Lake County PUD to City of Clermont PUD.

Background

The City, as the applicant, is requesting a Large-Scale Comprehensive Plan Amendment and Rezoning of the Subject property as a follow-up to the staff-initiated annexation request. The property is located southeast of Lake Louisa Road and Hammock Ridge Road intersection and is approximately 57.34 +/- acres. The property was approved under PUD Ordinance No. 2020-03 in Lake County for up to 155 single-family dwelling units. The property is currently moving forward, and construction activity is starting. The property was annexed prior to building permit issuance to capture \$1.8 million dollars' worth of impact fees for the City of Clermont.



On June 10, 2025, the City Council approved the Annexation of the subject property with the understanding that a Large-Scale Comprehensive Plan Amendment and Rezoning at a future date in time would occur to designate the property with the applicable future land use and zoning designations. Staff is proceeding to complete the process at this time.

The current zoning of the property within Lake County is Planned Unit Development (PUD). The compatible zoning within the City would be Planned Unit Development (PUD) as well, with the current entitlements captured within the PUD.

The PUD zoning does not propose a conflict between the existing uses and land uses in the area. The proposed use is compatible with the adjoining properties as required by the comprehensive plan. The transfer of Lake County's PUD Ordinance 2020-03 into the City's PUD Ordinance is a "like for like" with small adjustments made due to code references (County/City). *The Planning and Zoning Commission recommended approval, 5-0, with an additional condition that the development builds to the City's landscape code. Staff notes that this condition is already captured within the Ordinance under Section 6, entitled Landscaping Requirements.* Staff recommends approval of the rezoning to the PUD with the conditions contained in Ordinance NO. 2025-040.

Additional Analysis

Fiscal Impact Summary

None on the current operating budget.

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

1.	Ord. 2025-040 Ivey Ridge Rezoning (02.09.2026)	Ord. 2025-040 Ivey Ridge Rezoning (02.09.2026).pdf
2.	Location maps	Location maps.pdf
3.	06.10.2025 - City Council Minutes excerpt	06.10.2025 - City Council Minutes excerpt.pdf
4.	Lake County Approved PUD Ivey Ridge	Lake County Approved PUD Ivey Ridge.pdf
5.	Legal ad - Ivey Ridge CC	Legal ad - Ivey Ridge CC.pdf



CITY OF CLERMONT
ORDINANCE NO. 2025-040

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.

WHEREAS, the City Council of Clermont, Florida annexed the property on June 10th, 2025; and

WHEREAS, the property currently had an existing, approved Planned Unit Development (PUD) in Lake County, Ordinance NO. 2020-03; and

WHEREAS, to complete the annexation process with a compatible City Zoning Designation and Future Land Use Category; this rezoning request is being initiated by City staff; and

WHEREAS, the City Council of Clermont, Florida, has considered an Amendment to the official Zoning Map of the City to Rezone the subject property from Lake County Planned Unit Development (PUD) to City of Clermont Planned Unit Development District (PUD); and

WHEREAS, the City of Clermont Planning and Zoning Commission did on the 4th day of November 2025 review the petition for Rezoning; and

WHEREAS, the City Council reviewed the petition, the recommendations of the Planning and Zoning Commission, 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 below-described property have been duly approved.

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:



CITY OF CLERMONT
ORDINANCE NO. 2025-040

LEGAL DESCRIPTION

TRACTS 45 AND 46 AND PORTIONS OF TRACTS 35 AND 36, MONTE VISTA PARK FARMS ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 27 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA TOGETHER WITH UNPLATTED PORTIONS OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF HAMMOCK RESERVE ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 64, PAGES 78 AND 79 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA ALSO BEING A POINT ON THE WEST LINE OF AFORESAID TRACT 36 AND A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF HAMMOCK RIDGE ROAD ACCORDING TO OFFICIAL RECORDS BOOK 2772, PAGE 1175 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN THE FOLLOWING TWO COURSES ALONG SAID SOUTH RIGHT-OF-WAY LINE: SOUTH 89°52'24" EAST FOR A DISTANCE OF 527.16 FEET; THENCE RUN SOUTH 88°20' 51" EAST FOR A DISTANCE OF 781.25 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF EAST LAKE LOUISA ROAD AS MAINTAINED BY LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 00°35'41" WEST ALONG SAID WEST RIGHT-OF-WAY LINE FOR A DISTANCE OF 588.51 FEET TO THE SOUTH LINE OF THE SOUTHERLY LIMITS OF SAID MAINTAINED EAST LAKE LOUISA ROAD; THENCE RUN SOUTH 89°42'36" EAST, ALONG SAID SOUTH LINE FOR A DISTANCE OF 10.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT 46; THENCE RUN SOUTH 00°35'41" WEST, ALONG THE EAST LINE OF SAID TRACT 46 FOR A DISTANCE OF 649.44 FEET TO A POINT ON THE NORTH LINE OF A 15.00 FOOT WIDE UNNAMED, UNIMPROVED RIGHT-OF-WAY ACCORDING TO AFORESAID PLAT BOOK 2, PAGE 27; THENCE RUN NORTH 89°44'18" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE FOR A DISTANCE OF 1321.77 FEET TO A POINT ON THE WEST LINE OF THAT CERTAIN VACATED RIGHT-OF-WAY ACCORDING TO OFFICIAL RECORDS BOOK 3418, PAGE 1519 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 00°48'59" WEST ALONG SAID WEST VACATED RIGHT-OF-WAY LINE FOR A DISTANCE OF 15.00 FEET TO THE NORTHWEST CORNER OF THE ORANGES - PHASE 2 AS RECORDED IN PLAT BOOK 33, PAGES 63 THROUGH 65 OF AFORESAID PUBLIC RECORDS AND THE SOUTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE RUN NORTH 89°46'34" WEST ALONG SAID SOUTH LINE OF SAID SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6 FOR A DISTANCE OF 1290.91 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF LAKE LOUISA ROAD, ACCORDING TO LAKE COUNTY MAINTENANCE MAP, ROAD MAP BOOK 5, PAGES 6 THROUGH 9 OF SAID PUBLIC RECORDS; THENCE RUN ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) BEARING AND DISTANCES: THENCE RUN NORTH 00°36'20" EAST FOR A DISTANCE OF 298.05 FEET; THENCE RUN SOUTH 89°59'55" EAST FOR A DISTANCE OF 8.00 FEET; THENCE RUN NORTH 00°36'20" EAST FOR A DISTANCE OF 362.02 FEET TO A POINT ON THE SOUTH LINE OF AFORESAID HAMMOCK RESERVE; THENCE RUN SOUTH 89°59'55" EAST ALONG SAID SOUTH

CITY OF CLERMONT
ORDINANCE NO. 2025-040

LINE FOR A DISTANCE OF 1285.40 FEET TO THE SOUTHEAST CORNER OF SAID HAMMOCK RESERVE; THENCE RUN NORTH 00°41'15" EAST ALONG THE EAST LINE OF SAID HAMMOCK RESERVE ALSO BEING THE WEST LINE OF AFORESAID TRACT 36 FOR A DISTANCE OF 605.59 FEET TO THE POINT OF BEGINNING.

CONTAINS 57.34 ACRES MORE OR LESS.

LOCATION:

Ivey Ridge Subdivision
Vacant parcels located southeast of
Lake Louisa Road and Hammock Ridge Road intersection, adjacent to Foxchase
57.34 +/- Acres



PROPERTY REZONING

From: Lake County Planned Unit Development (PUD)
To: City of Clermont Planned Unit Development (PUD)



CITY OF CLERMONT
ORDINANCE NO. 2025-040

SECTION 2: GENERAL CONDITIONS

This application for a Planned Unit Development is to allow for a single-family residential subdivision on the property described above (hereinafter the “Property”); be granted subject to the following conditions:

1. After establishment of the facilities as provided herein, the property shall only be used for the purposes named in this Ordinance. Any other proposed use must be specifically authorized by the City Council.
2. The conditions as set forth in this Planned Unit Development shall be legally binding upon any heirs, assigns and successors in title or interest. The transfer of ownership or lease of any or all of the property described in this Ordinance shall be included in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions established by this Ordinance and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following procedures contained in the Land Development Codes, as amended.
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 Codes and those of other appropriate jurisdictional entities.
4. This Ordinance shall constitute a covenant running with the land and the terms, conditions, and provisions of which shall be binding upon, the present Owners and any successors, and shall be subject to each and every condition herein set out.
5. Construction and operation of the proposed use shall always comply with the regulations of this and other governmental permitting agencies.
6. The City of Clermont Code Enforcement shall have authority to enforce the terms and conditions set forth in this ordinance and to recommend that the ordinance be revoked.

SECTION 3: PERMITTED USES

Residential: 155 residential single-family dwelling units, not to exceed a density of 2.84 dwelling units per net buildable acre.



CITY OF CLERMONT
ORDINANCE NO. 2025-040

SECTION 4: SETBACKS

Setbacks are as follows:

1. Single-Family Residential:

Front	25 feet from the property line.
Secondary Front	15 feet from the property line.
Side ¹	Variable between 5-10 feet. (7.5 feet ¹ from the property line minimum without 4:1 slope between homes.)
Rear	5 feet from the property line
Wetlands/ Open Water	50 feet from the jurisdictional wetland line.

¹Side Setbacks of 5 feet from the property line shall be allowed so long as the 10-foot cut/fill requirement and 4:1 maximum slope between homes is met.

2. All other setbacks shall be as established in the City's Land Development Codes, as amended.

SECTION 5: DEVELOPMENT STANDARDS

Development standards are as follows:

1. All development requirements within this PUD shall be in accordance with the City's Comprehensive Plan and Land Development Codes, as amended.

Open Space	Minimum 25% of the net buildable area of the entire site shall be dedicated to open space, as defined in the Comprehensive Plan. ¹
Lot Width	Minimum 50 feet
Impervious Surface Ratio (ISR)	Maximum 60% over the entire project site.
Building Height	Maximum 40 feet

¹The homeowner's association for the property shall be responsible for maintaining the open space that is retained in its natural state, in such natural state.

SECTION 6: LANDSCAPING REQUIREMENTS

Landscaping, buffering, and screening shall be in accordance with the Comprehensive Plan and Land Development Codes (LDC), as amended.



CITY OF CLERMONT
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1. A minimum 50-foot wetlands buffer shall be provided to all wetlands. A conservation easement of the wetland area and buffer will be required. The easement must be dedicated to a conservation agency (FDEP or SJRWMD), a non-profit conservation organization or land trust, or Lake County, subject to acceptance by the Board of County Commissioners for maintenance and protection. The conservation easement will be required prior to Final Plat approval. **[CONDTION COMPLETED]**
2. All landscaping located between the Lake Louisa Road Entrance and western residential development lots must utilize one-hundred (100) percent Florida-native species.

SECTION 7: TRANSPORTATION

Transportation Improvements/ Access Management:

1. A Tier Two (2) Traffic Study will be required in accordance with the Conceptual Plan attached hereto as Exhibit “A”. **[CONDTION COMPLETED]**
2. Sidewalks will be required along Lake Lousia Road, in accordance with the LDC, as amended. **[CONDTION COMPLETED]**
3. Turn lanes will be required at the entrances to the development on all county-maintained roads. **[CONDTION COMPLETED]**
4. East Lake Lousia Road will be required to be modified to meet current Lake County standards, as amended. **[CONDTION COMPLETED]**
5. All access management shall be in accordance with the Comprehensive Plan and the LDC, as amended. **[CONDTION COMPLETED]**

SECTION 8: STORMWATER AND FLOODPLAIN MANAGEMENT

1. The stormwater management system shall be designed in accordance with all applicable City of Clermont and St. Johns River Water Management District (SJRWMD) requirements, as amended.
2. The developer shall be responsible for any flood studies required for developing the site and comply with the requirements of FEMA, the City of Clermont Comprehensive Plan, and Land Development Codes, as amended.
3. Any development within the floodplain as identified on the FEMA maps will required compensating storage.



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SECTION 9: SCHOOLS

School Concurrency shall be met before final plat approval in accordance with the Comprehensive Plan and LDC, as amended. **[CONDITION COMPLETED]**

SECTION 10: LIGHTING

Exterior lighting shall be in accordance with the LDC, as amended, and consistent with Dark-Sky principles.

SECTION 11: SIGNAGE

Signs shall be in accordance with the City's sign code, as amended.

SECTION 12: PUBLIC SAFETY

Fire protection and Emergency Service Access: Access and fire safety requirements of the development shall be provided in accordance with the Florida Fire Prevention Code and the LDC, as amended.

SECTION 13: CONCURRENCY MANAGEMENT REVIEW AND IMPACT FEES

Concurrency shall be met prior to the issuance of any development order, consistent with the LDC, as amended. **[Condition Completed]**

SECTION 14: DEVELOPMENT REVIEW AND APPROVAL

1. Prior to the issuance of any permits, the Applicant shall be required to submit a preliminary plat, construction plans, and final plat generally consistent with Exhibit "A" – Conceptual Plan for review and approval in accordance with the Comprehensive Plan and Land Development Codes, as amended. **[Condition Completed]**
2. Physical development shall commence within three (3) years from the date of the rezoning (Ordinance No. 2020-03, RZ-19-27-2, FKA Hammock Ridge PUD) enacted and effective on January 28th, 2020. Failure to commence construction within three (3) years of approval shall cause the revocation of this ordinance, in accordance with the Comprehensive Plan or superseding documents amended. Prior to expiration of the three-year time frame, the City Council 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. **[Condition Completed]**

SECTION 15: PUBLIC SERVICES

1. The Developer shall connect to the existing City potable water and sanitary sewer systems at connection point or points approved by the City. **[CONDITION COMPLETED FOR WATER CONNECTION TO SUNSHINE WATER SERVICES]**



CITY OF CLERMONT
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2. The route of any off-site lines shall be according to engineering plans produced by the developer and approved by the City.
3. Any proposed City-maintained utilities that are not located within a dedicated public right-of-way shall be placed in a utility easement dedicated to the City. Easements shall be provided at no expense to the City and in a form acceptable to the City.
4. The Developer shall be responsible for all costs of on-site and off-site potable water and sanitary sewer systems improvements, including, but not limited to design, material, permitting, connection and installation of sufficient size lines, lift stations, property for city-maintained facilities and other appurtenances necessary to allow the City to serve the property.
5. Any existing dedicated City of Clermont utilities must stay in service throughout construction. If the construction requires that the utilities be relocated or altered, the Developer shall prepare plans, permit the project and construct the modification at the Developer's expense.
6. Except for model homes, 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 the City, is in place to guarantee completion of off-site improvements. No Certificate of Occupancy shall be issued until water and sewer extensions have been completed and accepted by the City.
7. The City may require a looped system to provide reliability and redundancy to the property.
8. The project shall be plumbed with purple piping to irrigate all uses.
9. All utilities shall be designed and installed as per the City's specifications or as amended and approved by City staff.
10. Drainage/Stormwater Management: The Developer shall submit drainage calculations and a stormwater management plan when filing for final engineering approval. A lawfully created Community Development District or other entity acceptable to the City, shall be responsible for maintenance of all private stormwater ponds and drainage systems and improvements. Unless otherwise provided in the approved plans or plat for the Project, or in a separate agreement approved by the City, all such improvements located on the private property, including, streets, roads and bike or pedestrian paths, shall be maintained by the Community Development District or other entity acceptable to the City.
11. 10 feet utility lateral line easements may be used in lieu of 15 feet in order to accommodate standard 10 feet building separation.



CITY OF CLERMONT
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12. Lift station access shall meet all City criteria.
13. Bulkheads, walls, or non-turf vegetation slope stabilization may be used for stormwater retention side slopes.
14. Notwithstanding anything contained herein to the contrary, to the extent that any water, or sewer improvements provide capacity additional to that required to serve the Project, the Developer and the City may, pursuant to Section 111-7 – Credits, of the City Code, enter into an impact fee agreement which shall provide for the establishment of credits and payment of impact fees in a specified manner and time.

SECTION 16: CONFLICT

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

SECTION 17: 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 18: 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 19: RECORDING

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

SECTION 20: 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. 2025-040

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 24th day of February 2026.

CITY OF CLERMONT

Tim Murry, Mayor

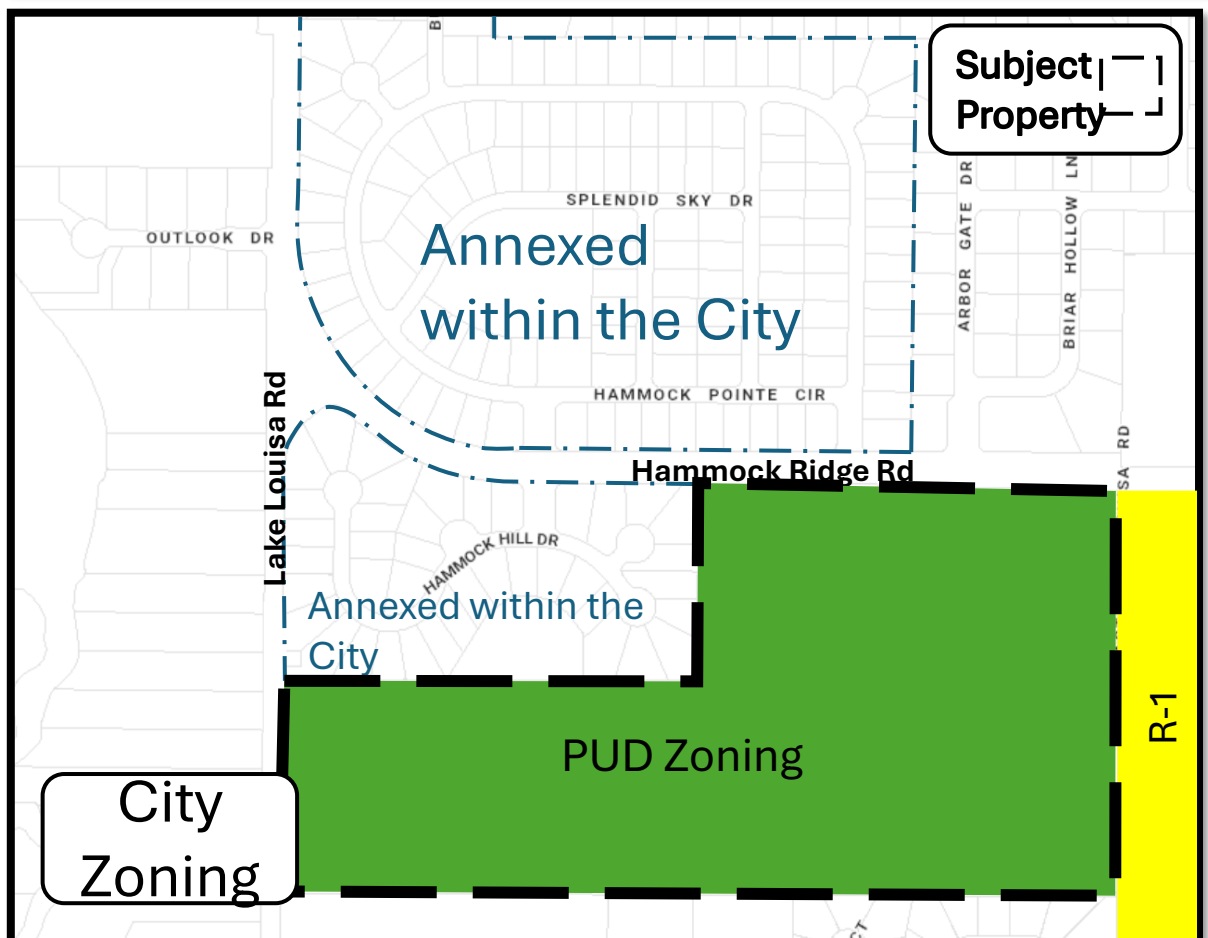
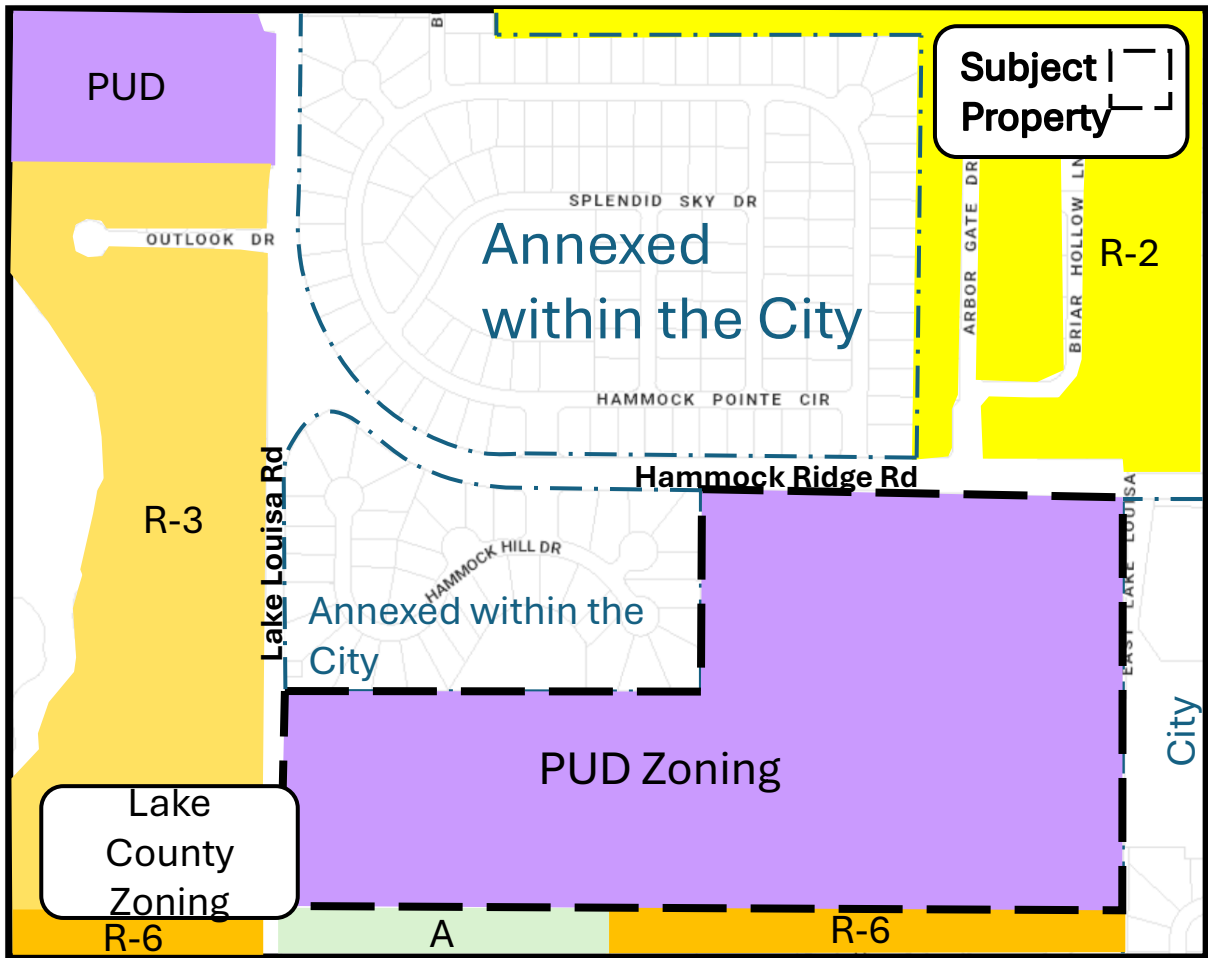
ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Christian W. Waugh, City Attorney

Ivey Ridge Rezoning



City of Clermont
MINUTES
REGULAR COUNCIL MEETING
June 10, 2025

Item No. 9 – Ordinance No. 2025-019, Ivey Ridge Annexation Final

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND IN ACCORDANCE WITH THE INTERLOCAL SERVICE BOUNDARY AGREEMENT DATED DECEMBER 2, 2014; PROVIDING FOR CONFLICT, SERVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

Deputy City Clerk Wisniewski read the title aloud.

Development Services Director Henschel presented the item. The City is requesting annexation of the subject parcel as authorized by the utility agreement with the property owner through the notice of encumbrance to annex provision. The agreement with the City was executed on November 8, 2022. The property is being developed and will be receiving wastewater services from the City. The property, approximately 60.51 acres, was approved for 155 residential single-family dwelling units in the Planned Unit Development. The annexation is being requested in order to allow the building permits to be issued by the City of Clermont.

The related request for a comprehensive plan amendment and rezoning request will come at a later date and will be very similar to what has been approved in Lake County. The current zoning is Planned Unit Development and the current future land use is Urban Low in Lake County. In order to expedite the process, staff recommends approval of annexation Ordinance 2025-019.

Mayor Murry opened public comments.

Devin Marie, Madarin Drive – expressed concern with the traffic and the endangered species fleeing the area.

Mayor Murry closed public comments.

Council Member Howard stated that the project will get built, the City annexes the property and collects the Impact Fees for the services we will be providing or it stays in the County and the City gets nothing and still provides the services.

Mayor Murry informed the public that the City provides services due to an agreement with Lake County.

Council Member Howard motioned to approve Item No. 9 Ordinance No. 2025-019, Ivey Ridge Annexation Final; seconded by Council Member Myers. Passed unanimously 5-0 with all members present voicing aye.

Mayor Murry informed the public that if gopher turtles are found on the property they must be removed prior to beginning construction.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
June 10, 2025

Item No. 10 – Ordinance No. 2025-020, McKinnon Groves Annexation Final

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND IN ACCORDANCE WITH THE INTERLOCAL SERVICE BOUNDARY AGREEMENT DATED DECEMBER 2, 2014; PROVIDING FOR CONFLICT, SERVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

Deputy City Clerk Wisniewski read the title aloud.

Development Services Planner Kruse presented the item. The City is requesting annexation of the subject parcel as authorized by the utility agreement with the property owner through the notice of encumbrance to annex provision. The agreement with the City was executed on October 25, 2022. The property is being developed and will be receiving water and sewer services from the City.

The property, approximately 357 acres, was approved for a maximum of 660 single-family dwelling units and a minimum of 48 acres of non-residential development, which is approximately 520,000 square feet of commercial, office/personal services, and public/institution uses. The annexation is being requested in order to allow the building permits to be issued by the City of Clermont.

The related request for a comprehensive plan amendment and rezoning request will come at a later date and will be very similar to what has been approved in Lake County. In order to expedite the process, staff recommends approval of the revised annexation Ordinance 2025-019 that expressly makes it clear in the event of a conflict, the terms of the Planned Unit Development control over the City Code. The document is provided in the supplemental folder.

Council Member Strange requested City Attorney Waugh speak on the change in the Ordinance.

City Attorney Waugh the language was already implied, this states that.

Mayor Murry opened public comments.

Vincent Niemiec, Regency Hills – spoke about traffic on Hartwood Marsh Road.

Chris Roper, Akerman Law Firm – spoke about the revisions to the annexation to capture what was implied. Requested to move the annexation date to 14 days versus the 90 days to submit permits through the City and not the County.

Mayor Murry closed public comments.

Council Member Strange asked Mr. Roper if the annexation includes all properties or just a portion of the property listed as McKinnon Groves.

Mr. Roper stated that annexation includes the entirety of the property which includes residential and commercial.

Discussion ensued on where commercial buildings will go on the property, the wildlife corridor, Wellness Way standards and the land for a Fire Station.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
June 10, 2025

Council Member Howard explained where the piece of property is located and development of the surrounding properties.

Council Member Howard motioned to approve Item No. 10 Ordinance No. 2025-020, McKinnon Groves Annexation Final; seconded by Council Member Petersen. Passed unanimously 5-0 with all members present voicing aye.

NEW BUSINESS

Item No. 11 – Resolution No. 2025-015R, Employee Policy Amendment & 4-10-hour day work week Adoption

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING, RESTATING, AND READOPTING THE EMPLOYMENT POLICIES MANUAL IN IT'S ENTIRTY; PROVIDING FOR SEVERABILITY, PUBLICATION AND EFFECTIVE DATE.

Deputy City Clerk Wisniewski read the title aloud.

Human Resources Director Ohlinger reviewed highlights of the updates to the Employee Policies Manual along with the implementation of a compressed work week.

Some of the highlights included tuition reimbursement, timekeeping, callout, working out of class and leave pay, performance evaluations, grievance process, and a compressed work week consisting of four ten hour days and City Hall being closed on Fridays.

Council Member Strange stated that there are a lot policy issues with this item and it has not been workshopped by Council. She requested the item be tabled and addressed during the budget workshops to evaluate how these proposals will affect the budget and operations for the upcoming fiscal year.

Council Member Strange motioned to table Item No. 11 to be discussed during the budget workshop cycle; seconded by Council Member Petersen.

Council Member Strange stated that staff can present these changes as they present their budget proposals.

Mayor Murry opened public comment.

Charlene Forth, 939 W. Desoto Street – expressed concern regarding some of the changes and asked if there was an employee survey.

Deputy City Manager Matthys stated that the employees were notified and asked beforehand.

Bryan Bain, 245 Nautica Mile Drive – expressed concern with closing City Hall on Fridays and inquired if the community was involved with the proposed schedule.

Paula Hoisington, 564 E. Desoto Street – expressed concern with a day of no services and the grievance process.

Mayor Murry closed public comment.

Discussion ensued on the employee's opinion on the schedule, the start date of the compressed work week and the time since some of the policies have been addressed.

ORDINANCE #2020-03
Hammock Ridge PUD Amendment
RZ-19-27-2

1 AN ORDINANCE OF THE LAKE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE
2 LAKE COUNTY ZONING MAPS; AND PROVIDING FOR AN EFFECTIVE DATE.

3 **WHEREAS**, Jim Atkinson of Summergate Companies, LLC (the "Applicant") made a request, on
4 behalf of Territo Corporation, a Florida Corporation, Angela & Joseph Territo, and Vernon A. Schneider
5 (the "Owners"), to rescind and replace Planned Unit Development (PUD) #2005-105 with a new ordinance
6 to rezone 14.99 +/- acres from PUD to Agriculture (A); rezone 16.12 +/- acres from Agriculture (A) to PUD;
7 to bring the PUD into compliance with current Land Development Regulations (LDR) and Comprehensive
8 Plan policies; and to propose setback waivers; and

9 **WHEREAS**, the subject property to be zoned Agriculture (A) consists of 14.99 +/- acres and is
10 generally located southeast of the intersection of Hammock Ridge Road and Lake Louisa Road, in the
11 Clermont area, in Section 6, Township 23 South, Range 26 East, having Alternate Key Number 1593425,
12 and more particularly described below:

13 **SCHNEIDER PROPERTY LEGAL DESCRIPTION: [EXHIBIT "A" – ATTACHED]**

14 **WHEREAS**, the subject property to be zoned Planned Unit Development (PUD) in total consists of
15 57.31 +/- acres and is generally located southeast of the intersection of Hammock Ridge Road and Lake
16 Louisa Road, in the Clermont area, in Section 6, Township 23 South, Range 26 East, having Alternate Key
17 Numbers 2705914, 1593417, 1593433, 1752558, 1752558, 1796873, and 1663083, and more particularly
18 described below:

19 **HAMMOCK RIDGE PUD LEGAL DESCRIPTION: [EXHIBIT "B" – ATTACHED]**

20 **WHEREAS**, the subject properties are located within the Urban Low Density Future Land Use
21 Category as shown on the Lake County Comprehensive Plan Future Land Use Map (FLUM); and

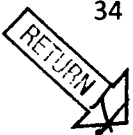
22 **WHEREAS**, on December 20, 2005, the Board of County Commissioners of Lake County, Florida,
23 approved PUD Ordinance #2005-105 for 120 single-family dwelling units, with a gross residential density of
24 2.2 dwelling units per acre; and

25 **WHEREAS**, this rezoning ordinance hereby rescinds and replaces Ordinance #2005-105; and

26 **WHEREAS**, the Lake County Planning & Zoning Board reviewed Petition RZ-19-27-2 on January
27 2, 2020, after giving Notice of Hearing on petition for a change in the use of land, including notice that said
28 petition was presented to the Board of County Commissioners of Lake County, Florida, on January 28,
29 2020; and

30 **WHEREAS**, the Board of County Commissioners reviewed said petition, the recommendations of
31 the Lake County Planning & Zoning Board, staff report, and any comments, favorable or unfavorable, from
32 the public and surrounding property owners at a public hearing duly advertised; and

33 **WHEREAS**, upon review, certain terms pertaining to the development of the above described
34 property have been duly approved; and



Ordinance #2020-03, RZ-19-27-2 Hammock Ridge PUD Amendment

NOW THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Lake County, Florida, that the Land Development Regulations of Lake County, Florida, be altered and amended as they pertain to the above subject properties, subject to the following terms:

Section 1 Terms:

1.1 The County Manager or designee shall amend the Official Zoning Map to rezone the property described in Exhibit "A" to Agriculture (A) zoning.

1.2 The County Manager or designee shall amend the Official Zoning Map to rezone the property described in Exhibit "B" to Planned Unit Development (PUD) zoning. This Ordinance shall rescind and replace Ordinance #2005-105. All uses upon the property described in Exhibit "B" shall be generally consistent with the "Conceptual Plan" attached hereto as Exhibit "C." To the extent where there are conflicts between the Conceptual Plan and this Ordinance, this Ordinance shall take precedence.

A. Land Uses:

1. Residential: 155 residential single-family dwelling units, not to exceed a density of 2.84 dwelling units per net buildable acre.

B. Setbacks:

1. Single-Family Residential:

Front	25 feet from the property line
Secondary Front	15 feet from the property line
Side ¹	Variable between 5-10 feet. (7.5 feet ¹ from the property line minimum without 4:1 slope between homes)
Rear	5 feet from the property line
Wetlands/Open Water	50 feet from the jurisdictional wetland line

¹Side Setbacks of 5 feet from the property line shall be allowed so long as the 10-foot cut/fill requirement and 4:1 maximum slope between homes is met.

2. All other setbacks shall be as established in the LDR, as amended.

Ordinance #2020-03, RZ-19-27-2 Hammock Ridge PUD Amendment

1 C. Development Standards:

Open Space	Minimum 25% of the net buildable area of the entire site shall be dedicated to open space, as defined in the Comprehensive Plan. ¹
Lot Width	Minimum 50 feet
Impervious Surface Ratio (ISR)	Maximum 60% over the entire project site
Building Height	Maximum 40 feet

¹The homeowner's association for the property shall be responsible for maintaining the open space that is retained in its natural state, in such natural state.

2 All development requirements within the Urban Low Density (FLUC) shall be in accordance with
3 the Comprehensive Plan and LDR, as amended.

4 D. Landscaping, Buffering, and Screening:

5 1. A minimum 50-foot wetlands buffer shall be provided to all wetlands. A conservation easement
6 of the wetland area and buffer will be required. The easement must be dedicated to a
7 conservation agency (FDEP or SJRWMD), a non-profit conservation organization or land trust,
8 or Lake County, subject to acceptance by the Board of County Commissioners for
9 maintenance and protection. The conservation easement will be required prior to Final Plat
10 approval.

11 2. All landscaping located west of the residential lots to the entrance at Lake Louisa Road must
12 utilize one-hundred (100) percent Florida-native species.

13 3. All other landscaping, buffering, and screening requirements shall be in accordance with the
14 LDR, as amended.

15 E. Noise: Compliance shall be in accordance with the LDR, as amended.

16 F. Utilities: Central water and sewer connection shall be provided in accordance with the
17 Comprehensive Plan and LDR, as amended.

18 G. Transportation Improvements/Access Management:

19 1. A Tier Two (2) Traffic Study will be required in accordance with the Conceptual Plan attached
20 hereto as Exhibit "B."

21 2. Sidewalks will be required along Lake Louisa Road, in accordance with the LDR, as amended.

Ordinance #2020-03, RZ-19-27-2 Hammock Ridge PUD Amendment

1 3. Turn lanes will be required at the entrances to the development on all county maintained
2 roads.

3 4. East Lake Louisa Road will be required to be modified to meet current County standards, as
4 amended.

5 5. All access management shall be in accordance with the Comprehensive Plan and LDR, as
6 amended.

7 H. Stormwater Management:

8 1. The Stormwater management system shall be designed in accordance with all applicable Lake
9 County and St. Johns River Water Management District (SJRWMD) requirements, as
10 amended.

11 2. The developer shall be responsible for any flood studies required for developing the site and
12 comply with the requirements of FEMA, the Lake County Comprehensive Plan, and LDR, as
13 amended.

14 3. Any development within the floodplain as identified on the FEMA maps will require
15 compensating storage.

16 I. Schools: School Concurrency shall be met before final plat approval in accordance with the
17 Comprehensive Plan and LDR, as amended.

18 J. Lighting: Exterior lighting shall be in accordance with the LDR, as amended, and consistent with
19 Dark-Sky Principles.

20 K. Signage: Signs shall be in accordance with the LDR, as amended.

21 L. Fire Protection and Emergency Services Access: Access and fire safety requirements of the
22 development shall be provided in accordance with the Florida Fire Prevention Code and LDR, as
23 amended.

24 M. Concurrency Management Requirements: Any development shall comply with the Lake County
25 Concurrency Management System, as amended.

26 N. Development Review and Approval:

27 1. Prior to the issuance of any permits, the Applicant shall be required to submit a preliminary
28 plat, construction plans, and final plat generally consistent with EXHIBIT "C" – Conceptual Plan
29 for review and approval in accordance with the Comprehensive Plan and LDR, as amended.

30 2. PUD Expiration: Physical development shall commence within three (3) years from the date of
31 this Ordinance approval. Failure to commence construction within three (3) years of approval
32 shall cause the revocation of this ordinance, in accordance with the Comprehensive Plan or
33 superseding documents as amended. Prior to expiration of the three-year time frame, the
34 Board of County Commissioners may grant, via a Public Hearing, one (1) extension of the time
35 frame for a maximum of two (2) years upon a showing that reasonable efforts have been made
36 towards securing the required approvals and commencement of work.

Ordinance #2020-03, RZ-19-27-2 Hammock Ridge PUD Amendment

O. Future Amendments to Statutes, Code, Plans, or Regulations: The specific references in this Ordinance to the Florida Statutes, Florida Administrative Code, Lake County Comprehensive Plan, and Lake County Land Development Regulations shall include any future amendments to the Statutes, Code, Plans, or Regulations.

Section 2. Conditions as altered and amended which pertain to the above tract of land shall mean:

A. After establishment of the facilities as provided herein, the aforementioned property shall only be used for the purposes named in this Ordinance. Any other proposed use must be specifically authorized by the Board of County Commissioners.

B. No person, firm, or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, add other uses, or alter the land in any manner within the boundaries of the above described land without first obtaining the necessary approvals in accordance with the Lake County Code, as amended, and obtaining the permits required from the other appropriate governmental agencies.

C. This Ordinance shall constitute a covenant running with the land, and inure to the benefit of, and the terms, conditions, and provisions of which shall be binding upon, the present Owner and any successor, and shall be subject to each and every condition herein set out.

D. Construction and operation of the proposed use shall at all times comply with the regulations of this and other governmental permitting agencies.

E. The transfer of ownership or lease of any or all of the property described in this Ordinance shall be included in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions established by this Ordinance and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following procedures contained in the Land Development Regulations, as amended.

F. Action by the Lake County Code Enforcement Special Master. The Lake County Code Enforcement Special Master shall have authority to enforce the terms and conditions set forth in this ordinance and to recommend that the ordinance be revoked.

Section 3. Severability: If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 4. Filing with the Department of State. The clerk shall be and is hereby directed forthwith to send a copy of this Ordinance to the Secretary of State for the State of Florida in accordance with Section 125.66, Florida Statutes.

[Remainder of Page Left Intentionally Blank]

Ordinance #2020-03, RZ-19-27-2 Hammock Ridge PUD Amendment

Section 5. Effective Date. This Ordinance shall become effective as provided by law.

ENACTED this 28th day of January, 2020.

FILED with the Secretary of State February 5th, 2020.

EFFECTIVE January 28, 2020.

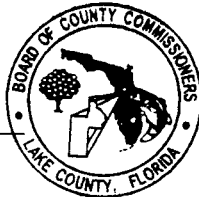
BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

Leslie Campione

LESLIE CAMPIONE, CHAIRMAN

ATTEST:

Gary J. Cooney



GARY J. COONEY, CLERK OF THE
BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

APPROVED AS TO FORM AND LEGALITY

Melanie Marsh
MELANIE MARSH, COUNTY ATTORNEY

Ordinance #2020-03, RZ-19-27-2 Hammock Ridge PUD Amendment

1 **EXHIBIT "A" – SCHNEIDER PROPERTY LEGAL DESCRIPTION**

2 THE EAST 33.2 FEET OF: THAT PART OF THE SE 1/4 OF THE SW 1/4 OF SECTION 6, TOWNSHIP 23
3 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LYING NORTH AND EAST OF THE COUNTY
4 CLAY ROAD, LESS THE EAST 235 FEET THEREOF.

Ordinance #2020-03, RZ-19-27-2 Hammock Ridge PUD Amendment

EXHIBIT "B" – HAMMOCK RIDGE PUD LEGAL DESCRIPTION

PARCEL NO. 1

THE NORTH 362 FEET OF THE WEST 362 FEET OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼, LESS THE WEST 33 FEET FOR ROAD, IN SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA.

PARCEL NO. 2

THE NORTH 132 FEET OF TRACTS 35 AND 36, IN SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST, MONTE VISTA PARK FARMS, ACCORDING TO THE PLAT THEROF, AS RECORDED IN PLAT BOOK 2, PAGE 27, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

LESS AND EXCEPT THAT PORTION CONVEYED TO LAKE COUNTY FOR ROAD RIGHT OF WAY IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2772, PAGE 1175, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL NO. 3

TRACTS 35 AND 36, IN SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST, IN LAKE COUNTY, FLORIDA, ACCORDING TO THE PLAT OF MONTE VISTA PARK FARMS, RECORDED IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LESS THE NORTH 132 FEET THEREOF.

PARCEL NO. 4

TRACTS 45 AND 46, MONTE VISTA PARK FARMS, ACCORDING TO THE PLAT THEROF, RECORDED IN PLAT BOOK 2, PAGE 27, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING OTHERWISE DESCRIBED AS THE SOUTH ½ OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST.

PARCEL NO. 5

THE SOUTH ½ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST, IN LAKE COUNTY, FLORIDA, LESS THE NORTH 362 FEET OF THE WEST 362 FEET OF THE NORTH ½ OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF THE SOUTHWEST 1/4 OF THE SAID SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LYING WITHIN THE FOLLOWING DESCRIBED PARCEL:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST; THENCE RUN SOUTH 88°28'30" WEST, 661.95 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88° 28'30" WEST, 661.95 FEET; THENCE SOUTH 00°01'30" WEST 20.00 FEET; THENCE NORTH 88°28'30' EAST, 362.00 FEET; THENCE RUN SOUTH 00°01'30" WEST, 342.00 FEET; THENCE NORTH 88°28'30" EAST, 299.95 FEET; THENCE NORTH 00°01'30" EAST, 362.00 FEET TO THE PONT OF BEGINNING.

AND

Ordinance #2020-03, RZ-19-27-2 Hammock Ridge PUD Amendment

EXHIBIT "B" – LEGAL DESCRIPTION CONT.

THE SOUTH ½ OF THE NORTHEAST ¼ OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LESS THE RIGHT OF WAY OF A COUNTY ROAD AND ALSO LESS THE FOLLOWING TWO TRACTS:

TRACT 1: THE NORTH 362 FEET OF THE WEST 362 FEET OF THE NORTH ½ OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF THE SOUTHWEST 1/4 OF SAID SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST;

TRACT 2: FROM THE NORTHEAST CORNER OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST; THENCE RUN SOUTH 88°28'30" WEST, 661.95 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88° 28'30" WEST, 661.95 FEET; THENCE SOUTH 00°01'30" WEST 20.00 FEET; THENCE NORTH 88°28'30" EAST, 362.00 FEET; THENCE RUN SOUTH 00°01'30" WEST, 342.00 FEET; THENCE NORTH 88°28'30" EAST, 299.95 FEET; THENCE NORTH 00°01'30" EAST, 362.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,496,509 SQUARE FEET (57.31 ACRES), MORE OR LESS.

LEGAL NOTICE

On Tuesday, February 24, 2026 at 3:00 PM the Clermont City Council will consider the enactment of the following proposed ordinance at a public hearing for final adoption.

ORDINANCE NO. 2025-040

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

Ivey Ridge Subdivision
Vacant parcels located southeast of
Lake Louisa Road and Hammock Ridge Road intersection, adjacent to Foxchase
57.34 +/- Acres



PROPERTY REZONING

**From: Lake County Planned Unit Development (PUD)
To: City of Clermont Planned Unit Development (PUD)**

LEGAL DESCRIPTION

TRACTS 45 AND 46 AND PORTIONS OF TRACTS 35 AND 36, MONTE VISTA PARK FARMS ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 27 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA TOGETHER WITH UNPLATTED PORTIONS OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF HAMMOCK RESERVE ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 64, PAGES 78 AND 79 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA ALSO BEING A POINT ON THE WEST LINE OF AFORESAID TRACT 36 AND A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF HAMMOCK RIDGE ROAD ACCORDING TO OFFICIAL RECORDS BOOK 2772, PAGE 1175 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN THE FOLLOWING TWO COURSES ALONG SAID SOUTH RIGHT-OF-WAY LINE: SOUTH 89°52'24" EAST FOR A DISTANCE OF 527.16 FEET; THENCE RUN SOUTH 88°20' 51" EAST FOR A DISTANCE OF 781.25 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF EAST LAKE LOUISA ROAD AS MAINTAINED BY LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 00°35'41" WEST ALONG SAID WEST RIGHT-OF-WAY LINE FOR A DISTANCE OF 588.51 FEET TO THE SOUTH LINE OF THE SOUTHERLY LIMITS OF SAID MAINTAINED EAST LAKE LOUISA ROAD; THENCE RUN SOUTH 89°42'36" EAST, ALONG SAID SOUTH LINE FOR A DISTANCE OF 10.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT 46; THENCE RUN SOUTH 00°35'41" WEST, ALONG THE EAST LINE OF SAID TRACT 46 FOR A DISTANCE OF 649.44 FEET TO A POINT ON THE NORTH LINE OF A 15.00 FOOT WIDE UNNAMED, UNIMPROVED RIGHT-OF-WAY ACCORDING TO AFORESAID PLAT BOOK 2, PAGE 27; THENCE RUN NORTH 89°44'18" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE FOR A DISTANCE OF 1321.77 FEET TO A POINT ON THE WEST LINE OF THAT CERTAIN VACATED RIGHT-OF-WAY ACCORDING TO OFFICIAL RECORDS BOOK 3418, PAGE 1519 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 00°48'59" WEST ALONG SAID WEST VACATED RIGHT-OF-WAY LINE FOR A DISTANCE OF 15.00 FEET TO THE NORTHWEST CORNER OF THE ORANGES - PHASE 2 AS RECORDED IN PLAT BOOK 33, PAGES 63 THROUGH 65 OF AFORESAID PUBLIC RECORDS AND THE SOUTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE RUN NORTH 89°46'34" WEST ALONG SAID SOUTH LINE OF SAID SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6 FOR A DISTANCE OF 1290.91 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF LAKE LOUISA ROAD, ACCORDING TO LAKE COUNTY MAINTENANCE MAP, ROAD MAP BOOK 5, PAGES 6 THROUGH 9 OF SAID PUBLIC RECORDS; THENCE RUN ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) BEARING AND DISTANCES: THENCE RUN NORTH 00°36'20" EAST FOR A DISTANCE OF 298.05 FEET; THENCE RUN SOUTH 89°59'55" EAST FOR A DISTANCE OF 8.00 FEET; THENCE RUN NORTH 00°36'20" EAST FOR A DISTANCE OF 362.02 FEET TO A POINT ON THE SOUTH LINE OF AFORESAID HAMMOCK RESERVE; THENCE RUN SOUTH 89°59'55" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 1285.40 FEET TO THE SOUTHEAST CORNER OF SAID HAMMOCK RESERVE; THENCE RUN NORTH 00°41'15" EAST ALONG THE EAST LINE OF SAID HAMMOCK RESERVE ALSO BEING THE WEST LINE OF AFORESAID TRACT 36 FOR A DISTANCE OF 605.59 FEET TO THE POINT OF BEGINNING.

CONTAINS 57.34 ACRES MORE OR LESS.

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.

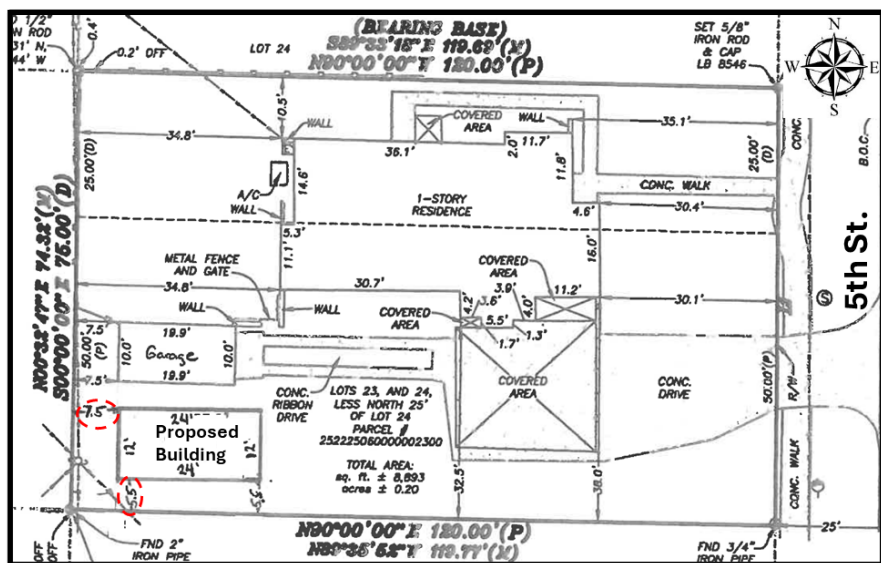
Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC
City Clerk

AGENDA ITEM

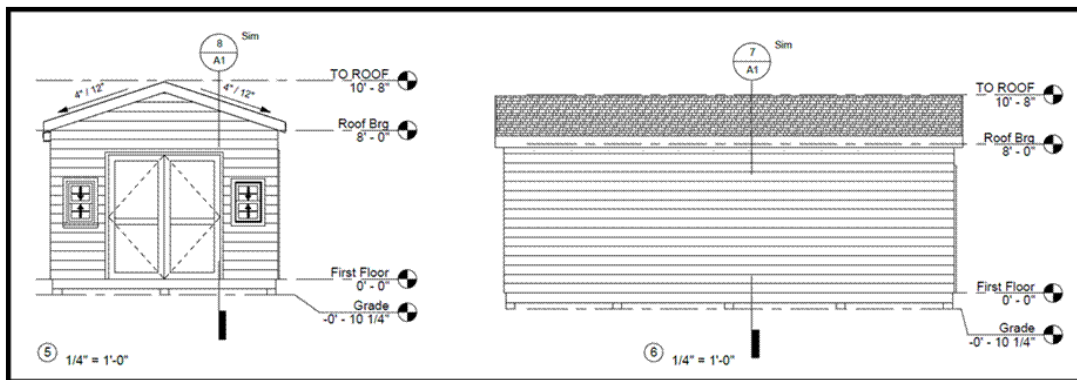
Meeting Date	
Tuesday, February 24, 2026	
Agenda Item Name	
Variance Request 1222 5th Street	
Requested Action	
Denial of the proposed variance requests for the side and rear yard setbacks at 1222 5th Street.	
Staff Report	

The applicant, Kenneth Ramsey, is requesting two variances to the Land Development Code to install a 288 square-foot storage building on his property located at 1222 5th St. The property is designated within the R-1 Single-Family Medium Density Residential Zoning District and is approximately 9,000 sq. ft. +/- . Currently, the property consists of an existing single-family residence and a detached garage. These structures were built around 1925 as indicated on the Lake County Property Appraiser's website. The property owner would like to install a storage building in a similar location to the existing detached garage.



The first variance request is to allow for a side yard setback to be less than the minimum seven and a half (7.5) foot

requirement. The second variance request is to allow for a rear yard setback to be less than the minimum twenty-five (25) foot requirement. These requests would allow for the proposed storage building to encroach into the side yard setback at five and a half (5.5) feet from the south property line and encroach into the rear yard setback at seven and a half (7.5) feet from the west property line.



The applicant has indicated the proposed storage building would not be encroaching into the rear yard setback any further past the existing detached garage that sits at seven and a half (7.5) feet from the rear property line. The existing garage, built in 1925, is a legal non-conforming structure since it does not meet the current rear yard setback of 25 feet. The applicant would like to keep the proposed storage building in line with the existing detached garage, since it would give their family more outdoor space for backyard activities as well.

Upon review of the applicant's request, staff is unable to support the request for a reduction to both the side and rear setbacks. LDC section 125-520(b) states storage buildings over 150 square feet shall be subject to setbacks for all other structures. The variance requested is not the minimum that would make reasonable use of the land due to the structure being able to be located elsewhere and meeting the applicable Land Development Codes.

Section 101-246 of the Land Development Code requires a positive finding on the review criteria in order to grant a variance. Staff has reviewed the application as submitted and finds the application does not meet a positive finding on one of the five criteria. Therefore, staff recommends denial of the variance request.

Additional Analysis

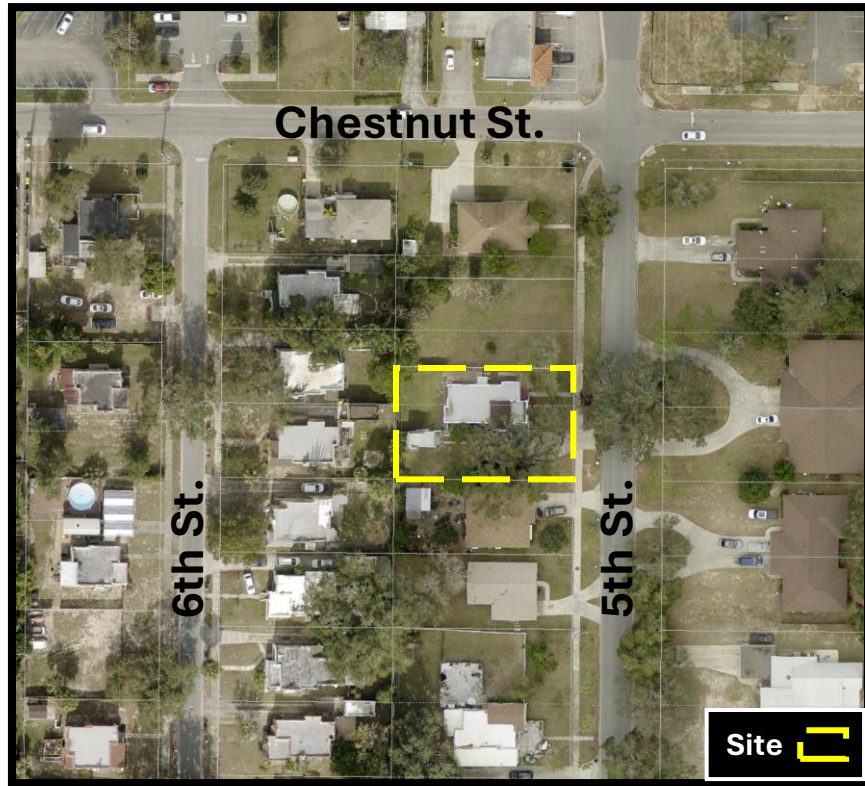
Fiscal Impact Summary

Fiscal Impact	Fund Number and Description	Available Budget Amount
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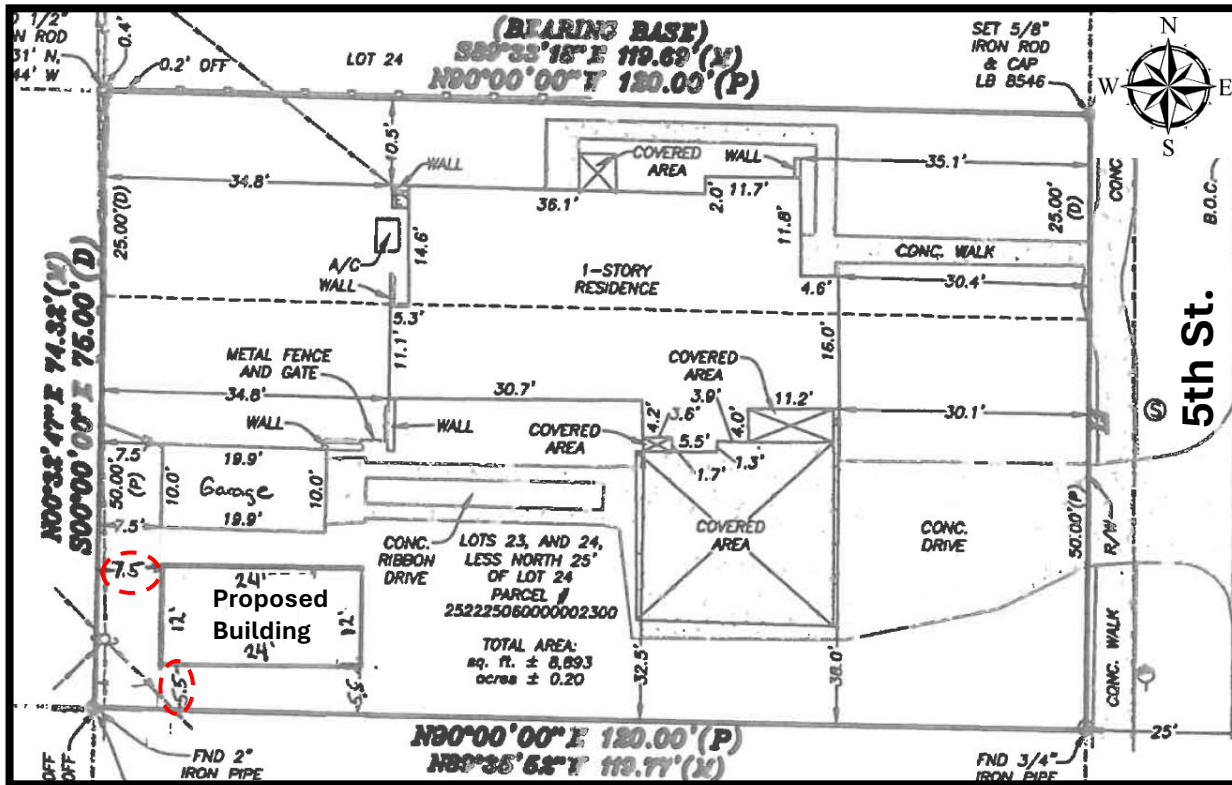
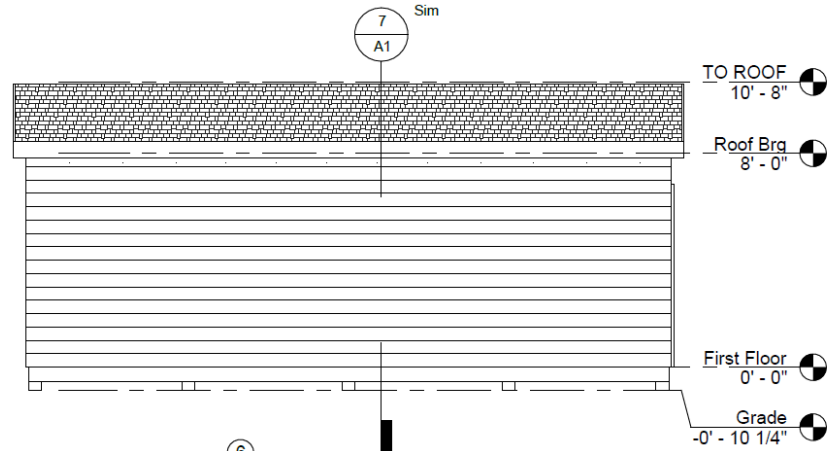
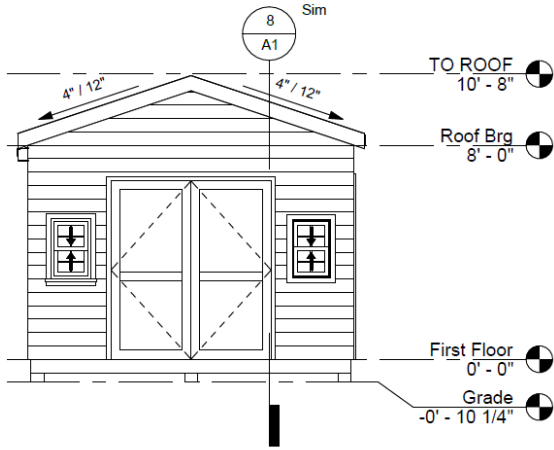
Exhibits Attached (copies of original agreements)

1.	Location Maps	Location Maps.pdf
2.	Proposed Structure	Proposed Structure.pdf
3.	LDC 101-246 Review Criteria - VAR	LDC 101-246 Review Criteria - VAR.pdf
4.	Staff Analysis VAR	Staff Analysis VAR.pdf
5.	_KRamsey 1222 5th St Variance App	_KRamsey 1222 5th St Variance App.pdf
6.	Legal Ad - 1222 5th St.	Legal Ad - 1222 5th St..pdf

1222 5th St. Variance



1222 5th St. Variance



1222 5th St. Variance



1222 5th St. – Rear and Side Setback Variance

The requirements for a variance are as follows:

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

FINDINGS:

- (1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;
Applicant response: The proposed storage shed from a design and footprint perspective, will not encroach upon my neighbors in any way. It will share the same rear setback of 7.5ft as the existing garage of our home that was built in 1925. The side setback shared with my neighbors (George and Mila Meyers at 1250 from 6.5 to 5.5)

Staff comments: Granting the variance will not cause or allow interference with the reasonable enjoyment property owners or negatively impact the standard of living of the citizens of the city. The proposed storage building will be raised up on blocks which may allow for stormwater run-off to continue to flow towards the back of the property.

Positive finding

- (2) The variance will allow reasonable use of the property; which use is not out of character with other properties in the same zoning category;
Applicant response: Many of the homes in the neighborhood have additional storage sheds in the backyard. I have reduced the building size of the original permit request as well as changed the construction materials from metal to wood to better blend.

Staff comments: The property was created in part of the Clermont Highland Terraces, PB 5 PG 47 a platted subdivision that was created September 16th, 1924. Majority of the surrounding properties within the same zoning category have similar accessory structures less than the required setback from the property lines due to the age of the neighborhood. The variance would allow reasonable use of the property that is not out of character with other properties in the same zoning category.

Positive finding

- (3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance was denied;
Applicant response: Adding this shed would allow our household to expand outdoor activities and storage possibilities. Ultimately saving money as well by not using a storage unit in the future.

Staff comments: The variance request will not further any legitimate city objective and would help the property owners protect their possessions.

Positive finding

- (4) The granting of the variance is consistent with the city's comprehensive plan;
Applicant response: Yes, adding this shed would add additional value to the property.

Staff comments: The proposed variance is consistent with the City's Comprehensive plan goals, objectives, and policies for residential land use. The residential categories are established to provide for the preservation of existing, predominantly residential neighborhoods. Other uses allowed include supportive accessory uses per Comprehensive Plan Chapter 1 Objective 1.6.

Positive finding

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

Applicant response: Yes, this would maximize the use of the land with no impact to the surrounding area.

Staff comments: The variance request is more than the minimum in order to make reasonable use of the land due to the structure being able to meet the requirements if located on a different portion of the property.

Negative finding

STAFF RECOMMENDATION: Section 101-246 of the Land Development Code requires a positive finding on the Review Criteria and Findings in order to grant a variance, staff has reviewed the application as presented and finds the application cannot meet a positive finding on one out of the five criteria. Therefore, staff recommends **denial** of the variance request to the Land Development Code.



CITY OF CLERMONT Staff Analysis Report

OWNER: Kenneth E Ramsey

APPLICANT: Kenneth Ramsey

PROJECT NAME: 1222 5th Street

REQUESTED ACTION: Consider two variance requests to allow for a side yard setback and a rear yard setback to be less than the required amount for a storage building to be installed at 1222 5th Street.

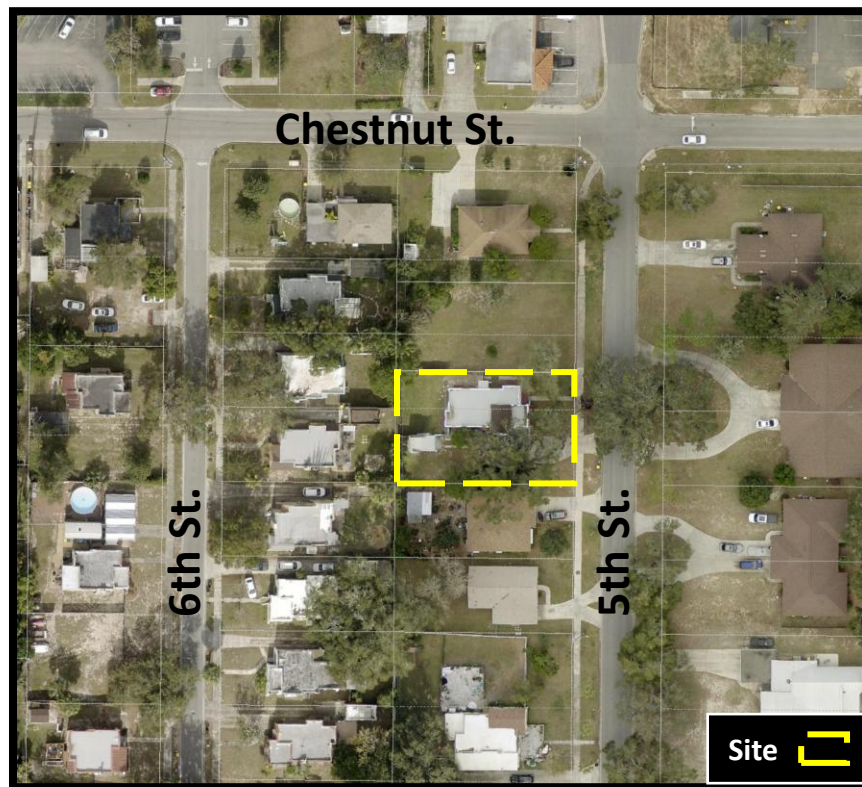
SIZE OF PARCEL: 9,000 sqft (75' by 120')

LOCATION: Southwest of the 5th St. and Chestnut St. intersection. 1222 5th St. (Alternate Key 1620287).

EXISTING ZONING: Single-Family Medium Density Residential District (R-1)

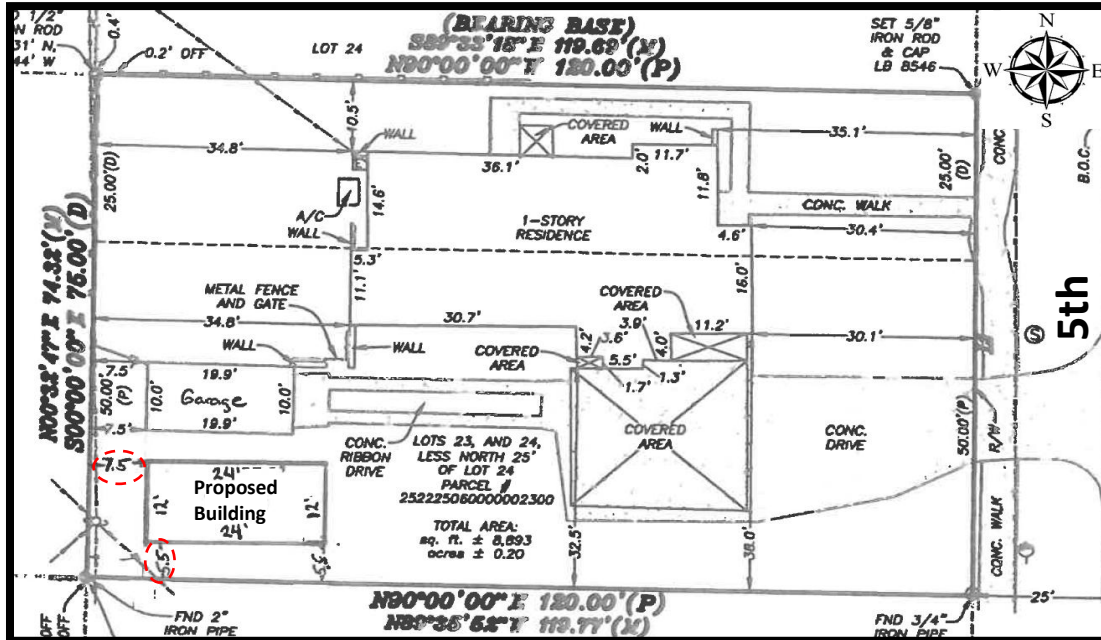
EXISTING LAND USE: Single-Family Residence

FUTURE LAND USE CATEGORY: Medium Density Residential



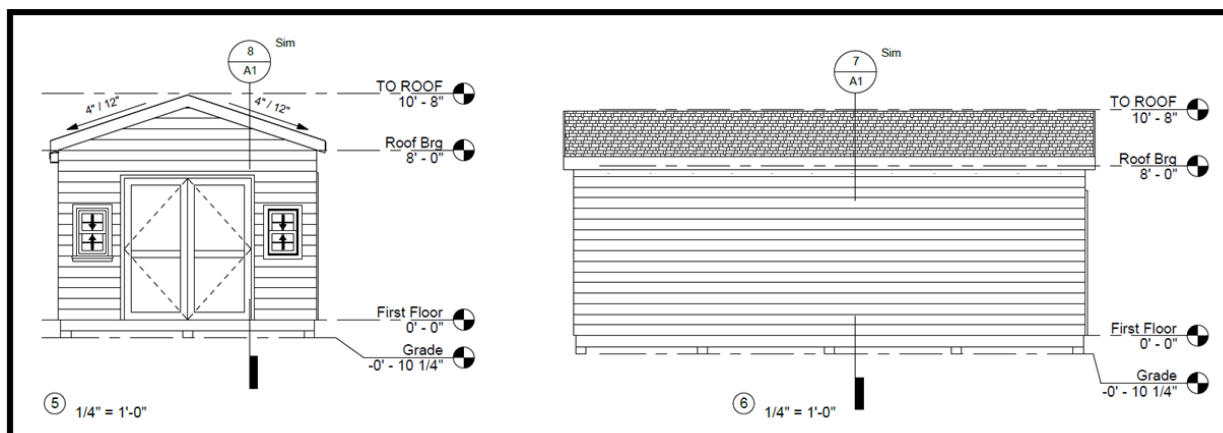
ANALYSIS:

The applicant, Kenneth Ramsey, is requesting two variances to the Land Development Code to install a storage building on his property located at 1222 5th St. The property is designated within the R-1 Single-Family Medium Density Residential Zoning District and is approximately 9,000 sqft +/- . Currently, the property consists of an existing single-family residence and a detached garage. These structures were built around 1925 as indicated on the Lake County Property Appraiser's website. The property owner would like to install a storage building in a similar location to the existing detached garage.



The first variance request is to allow for a side yard setback to be less than the minimum seven and a half (7.5) foot requirement. The second variance request is to allow for a rear yard setback to be less than the minimum twenty-five (25) foot requirement. These requests would allow for the proposed storage building to encroach into the side yard

setback at five and a half (5.5) feet from the south property line and encroach into the rear yard setback at seven and a half (7.5) feet from the west property line.



The applicant has indicated the proposed storage building would not be encroaching into the rear yard setback any further past the existing detached garage that sits at seven and a half (7.5) feet from the rear property line. In keeping the proposed building in line with the existing detached garage, it would give their family more outdoor space for backyard activities as well.

Upon review of the applicant's request, staff is unable to support the request for a reduction to both the side and rear setbacks. LDC section 125-520(b) states storage buildings over 150sqft shall be subject to the setbacks for all other structures. The variance requested is not the minimum that would make reasonable use of the land due to the structure being able to be located elsewhere and meet the applicable Land Development Codes.

STAFF RECOMMENDATION:

Section 101-246 of the Land Development Code requires a positive finding on the review criteria in order to grant a variance. Staff has reviewed the application as submitted and finds the application does not meet a positive finding on one of the five criteria. Therefore, staff recommends denial of the variance request.



CITY OF CLERMONT
**VARIANCE
APPLICATION**

DATE 12/2/2025

FEE:

Project Name (if applicable) 1222 5th Street

Applicant Kenneth Ramsey

Contact Person Kenneth Ramsey

Address 1222 5th Street

City Clermont

State FL

Zip 34711

Telephone 4074044880

Fax

Email kennetheramsey@gmail.com

OWNER INFORMATION ☒ (Check box if information is same as Applicant)

Owner's Name

Owner Address

City

State

Zip

Telephone

Email

PROPERTY INFORMATION

Address of Subject Property
1222 5th Street

City
Clermont

State
FL

Zip
34711

General Location

Add 12' x 24' x 8' wood construction shed at the SE rear corner of the property noted between the original preexisting external garage and fence line.

Legal Description & Alternate Key (include copy of survey)

12' x 24' x 8' wood construction storage shed

Land Use (City verification required)

Zoning (City verification required)



CITY OF CLERMONT VARIANCE APPLICATION

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

City Zoning Ordinance (Land Development Code Section) from which you are requesting relief:
Code 1998 Sec. 125-168YA

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

Add a 12' x 24' x 8' wood storage shed next to the original preexisting external garage dated 1925

How does the Code create a hardship?

I would like to expand storage for my home and family. Having this storage shed would allow us to discontinue our storage unit and no longer have the reoccurring monthly payment while giving us flexibility with all belongings onsite.

The following justifications must be completed for any variance requested:

Variance requested – subject and code section:

Sec. 86-174. Review criteria and findings.

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

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

The proposed storage shed from a design and footprint perspective will not encroach upon my neighbors in any way. It will share the same rear setback of 7.5' as the existing garage of our home that was built in 1925. The side setback shared with my neighbors (George and Mila Meyers at 1250 from 6.5' to 5.5'.

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

Many of the homes in the neighborhood have additional storage sheds in the back yard. I have reduced the building size of the original permit request as well as changed the construction materials from metal to wood to better blend.

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

Adding this shed would allow our household to expand outdoor activities and storage possibilities. Ultimately saving money as well by not using a storage unit in the future.



CITY OF CLERMONT VARIANCE APPLICATION

(4) The granting of the variance is consistent with the city's comprehensive plan; and
Yes, adding this shed would add additional value to the property.

(5) The variance requested is the minimum variance that will make reasonable use of the land, building, or structure or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance was denied.
Yes, this would maximize the use of the land with no impact to the surrounding area.

Kenneth E. Ramsey
Applicant Name (print)

Kenneth E Ramsey
Owner Name (print)

x [Signature]
Applicant Name (signature)

x [Signature]
Owner Name (signature)

NOTICE

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

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



Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City of Clermont - LEGALS Po Box 120219 Clermont FL 34712-0219
Contact Name:	City of Clermont
Contact Phone:	352.394.4081
Contact Email:	
PO Number:	

Date:	02/09/2026
Order Number:	12074222
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	47.0000
Height in Inches:	3.9000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	02/17/2026 - 02/17/2026	Govt Public Notices
LEE dailycommercial.com	1	02/17/2026 - 02/17/2026	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	\$76.26
Tax Amount	\$0.00
Service Fee 3.99%	\$3.04
Cash/Check/ACH Discount	-\$3.04
Payment Amount by Cash/Check/ACH	\$76.26
Payment Amount by Credit Card	\$79.30

Order Confirmation Amount	\$76.26
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Ad Preview

LEGAL NOTICE

Notice is hereby given that the Clermont City Council will consider a request at a public hearing to be held on Tuesday, February 24, 2026 at 3:00pm for the following variances: (1) To allow for a storage building to encroach into the side yard setback, and (2) to allow for a rear yard setback to be less than the minimum requirements within the R-1 Single-Family Medium Density residential zoning districts as required by the Land Development Code Sections 125-168 and 125-520 at the following location:

LOCATION

Southwest of the 5th St. and
Chestnut St. intersection.
1222 5th St.

(Alternate Key #1620287)

A complete legal description may be obtained in the Development Services Department located at 685 West Montrose Street, Clermont, FL 34711.

All public hearings are held in the Clermont City Hall, Council Chambers, located at 685 West Montrose Street, Clermont, FL 34711.

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.

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
February 17, 2026
2/17/2026



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 24, 2026		
Agenda Item Name		
Resolution No. 2026-006R <i>FDEP SRF Program</i>		
Requested Action		
Approve Resolution No. 2026-006R		
Staff Report		
The Florida Department of Environmental Protection (FDEP) has included a series of City of Clermont drinking water capital projects as part of their 2026 Drinking Water State Revolving Fund (SRF) Priority List. This action makes the City eligible for a \$15.6 million loan from the SRF Program for utilization towards the presented projects (see attachment). The loan award includes a 50% subsidization in the form of principal forgiveness. <u>Key Dates</u> 1. Application due to FDEP by March 12th, 2026 2. Loan acceptance due to FDEP by June 10th, 2026 3. Projects must be completed by December 2031 4. Repayment begins the earlier of six months after the last project is completed <u>or</u> Fiscal Year 2029–2030. Approximately six weeks after the application is processed by FDEP, terms of the loan will be provided to the City. Section 3 of the resolution authorizes both the application and acceptance of the loan. Staff will provide City Council with the final terms of the loan acceptance upon receipt.		
Additional Analysis		
Fiscal Impact Summary		
No impact on the current adopted budget. The debt service schedule will be determined at a later time, pending acceptance of the loan terms and final reconciliation of projects. All projects must be completed by December 2031.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2026-006R Accepting DWSRF Loan (02.12.2026)	2026-006R Accepting DWSRF Loan (02.12.2026).pdf	
2. Attachment 1 - Project Description	Attachment 1 - Project Description.pdf	
3. November 12 Combined Final Agency Action	November 12 Combined Final Agency Action.pdf	



CITY OF CLERMONT
RESOLUTION NO. 2026-006R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, FLORIDA, RELATING TO THE DRINKING WATER STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION AND EXECUTION OF THE LOAN AGREEMENT FOR PROJECT NO. 3514D; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, Florida Statutes provide for loans to local government agencies to finance the pre-construction and construction of drinking water infrastructure; and

WHEREAS, Florida Administrative Code rules require authorization to apply for loans, to establish pledged revenues, to designate an authorized representative; to provide assurances of compliance with loan program requirements; and to enter into a loan agreement; and

WHEREAS, the State of Florida Department of Environmental Protection (FDEP) administers the Drinking Water State Revolving Fund (DWSRF) Program to provide financial assistance to local government agencies for water infrastructure projects; and

WHEREAS, the City of Clermont has been identified on the State Fiscal Year 2026 DWSRF Supplemental Appropriation for Hurricanes Helene and Milton and Hawai'i Wildfires (SAHM) Priority List for Project No. 3514D; and

WHEREAS, the FDEP has determined that Project No. 3514D is eligible for a total listing amount of \$15,660,000, which includes \$7,830,000 in principal forgiveness; and

WHEREAS, the City of Clermont, Florida, intends to enter into a loan agreement with FDEP under the DWSRF program for project financing.

WHEREAS, the City of Clermont intends to utilize the funds for the Planning, Design, and Construction phases of the project.

NOW, THEREFORE, be it resolved by the City Council of the City of Clermont, Florida, that:

SECTION 1: RECITALS

The foregoing findings are incorporated herein by reference and made a part hereof.

SECTION 2: FINDINGS

The City Commission hereby finds that the construction and improvement of the City's drinking water infrastructure is necessary for the public health, safety, and welfare of the citizens of Clermont.



CITY OF CLERMONT
RESOLUTION NO. 2026-006R

SECTION 3: LOAN AUTHORIZATION

The City of Clermont is hereby authorized to apply for and accept a loan through the DWSRF Program for Project No. 3514D in the amount of \$15,660,000, with the understanding that \$7,830,000 of said principal shall be forgiven pursuant to the SAHM funding requirements.

SECTION 4: AUTHORIZED REPRESENTATIVE

The City Manager is hereby designated as the authorized representative to provide the assurances and commitments required by the loan application.

SECTION 5: EXECUTION OF AGREEMENT

The Mayor is hereby designated as the authorized representative to execute the loan agreement which will become a binding obligation in accordance with its terms when signed by both parties. The Mayor is authorized to represent the City in carrying out the City's responsibilities under the loan agreement. The Mayor is authorized to delegate responsibility to appropriate City staff to carry out technical, financial, and administrative activities associated with the loan agreement.

SECTION 6: LEGAL AUTHORITY

The legal authority for borrowing moneys to construct this Project is 166.111, Florida Statutes.

SECTION 7: CONFLICT

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

SECTION 8: 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 9: 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 10: EFFECTIVE DATE

This Resolution shall become effective immediately upon its passage and adoption.



CITY OF CLERMONT
RESOLUTION NO. 2026-006R

NOW, THEREFORE, BE IT RESOLVED, that the above said resolution of the City Council of the City of Clermont, Florida be adopted on this 24th day of February, 2026.

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

City of Clermont – DW Infrastructure Improvements

Project Description:

The City of Clermont prepared a Drinking Water Master Plan that recommended a series of capacity and operational redundancy improvements that would improve the drinking water infrastructure's reliability, redundancy, and resiliency. At present, the system is highly vulnerable to failures and operational interruptions resulting from flooding and other natural disasters. Vulnerabilities include lack of finished water storage capacity, water main breaks, and electrical equipment failures.

In response to these impacts, the City intends to accelerate specific projects identified in the water master plan that will help reduce vulnerabilities and associated operational risks. These projects include additional finished water storage and high service pumping capacity, and upgrades to the distribution system to reduce the potential for (and/or minimize the scale of) water service disruptions due to water main breaks. Collectively these projects will reduce the vulnerability of the drinking water system to extreme weather events in the future.

Finished Water Storage and Pumping Capacity

- Construct a 2.0 MG Ground Storage Tank at Greater Hills WTP.
- Replace High Service Jockey Pumps at Sunburst Lane WTP and Greater Hills WTP with Full-Size High Service Pumps.

Water Distribution System Improvements

- Johns Lake Road Water Main: 4,000-lf of 12-in water main from existing 16-in main at C.W. Harrell Road & Sunburst Lane to existing 8-in main at Johns Lake Road and Friendship Road.
- East Tank Hwy 50 Improvements: 6,500-lf of 12-in water main from existing 16-in main at East Elevated Storage Tank to existing 16-in main near Greater Hills WTP on State Road 50.

Potable Water System Electrical Upgrades

- New 300 kW generator for Well #4 and East elevated storage tank. Generator is 25 years old and reaching end of expected life. Dual containment fuel tank has rusted through risking the potential for water in fuel supply or fuel leak outside of containment. Generator enclosure has been patched up previously and has rusted through in multiple locations exposing unit to adverse weather. This generator provides backup power to a supply well for the Greater Hills Water Treatment Plant and East elevated tank. The communications gear housed in and on the elevated tank provides a communications link from the entire West water system and a large portion of the East system to SCADA.
- 22 kW Generac Standby Generator and automatic transfer switch to replace outdated and problematic unit at the Bloxam elevated tank. New unit would run on natural gas supply. This unit is needed to sustain power for communications and function for the West side water system. Installation will also replace the inside service control panel. This panel is of unknown age and the breakers are no longer available.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF WATER RESTORATION ASSISTANCE

FINAL AGENCY ACTION:

State Revolving Fund (SRF) Program:	)	Notice ID#:
Management of the Fiscal Year 2026		FA-SRF-202511
CWSRF Base, IIJA Gen. Suppl., EC, & SAHM Priority Lists	)	
CWSRF SAHM Intended Use Plan (IUP)	)	
DWSRF SAHM Priority List	)	
DWSRF SAHM Intended Use Plan (IUP)	)	

Notice of the public meeting for the Drinking Water State Revolving Fund (DWSRF) Supplemental Appropriation for Hurricanes Helene and Milton and Hawai'i Wildfires (SAHM) Project Priority Lists' issues and recommendations and Intended Use Plan (IUP) was published in the Florida Administrative Register, Volume 51, Number 216, on November 5, 2025.

Notice of the public meeting for the Clean Water State Revolving Fund (CWSRF) Water Pollution Control Base and Infrastructure Investment and Jobs Act (IIJA) General Supplemental (GS), Emerging Contaminants (EC), and SAHM Priority Lists' issues and recommendations, as well as the SAHM IUP, was published in the Florida Administrative Register, Volume 51, Number 216, on November 5, 2025.

On November 12, 2025, the State Revolving Fund (SRF) Program, under the Florida Department of Environmental Protection (FDEP), held a public meeting virtually via Microsoft Teams. Crystal Fukushima, Division of Water Restoration Assistance (DWRA), served as Moderator.

Eric Meyers, Program Administrator of the DWSRF, presented and summarized the Department's issues and staff recommendations involving the management of the DWSRF SAHM Project Priority List and the DWSRF SAHM IUP.

After hearing each of these recommendations, the Moderator asked for public or staff

comments. There was no discussion regarding the exhibits presented that changed staff recommendations. No issues were raised. This concluded business regarding management of the DWSRF SAHM Project Priority List and IUP.

The recommendations for the FY 2026 DWSRF SAHM Project Priority List and IUP were approved.

The issues and recommendations and the DWSRF SAHM Project Priority List presented at the public meeting are attached to this Order as:

EXHIBIT A: For the 11/12/2025 State Fiscal Year 2026 Drinking Water State Revolving Fund Priority List Adoption Meeting. STATE FISCAL YEAR 2026 DRINKING WATER STATE REVOLVING FUND PRIORITY LIST ADOPTION FOR THE SUPPLEMENTAL APPROPRIATION FOR HURRICANES HELENE AND MILTON AND HAWAII WILDFIRES (SAHM) FUND ISSUES AND RECOMMENDATIONS, Ch. 62-552, FAC

Catherine Murray, Program Administrator of the CWSRF Program, presented and summarized the Department's issues and staff recommendations involving management of the Water Pollution Control CWSRF Base and IIJA GS, EC, and SAHM Project Priority Lists and the SAHM IUP.

After hearing each of these recommendations, the Moderator asked for public or staff comments. There was no discussion regarding the exhibits presented that changed staff recommendations, and no issues were raised at the public meeting. This concluded business regarding management of the CWSRF Base & IIJA GS, EC, and SAHM Project Priority Lists and SAHM IUP. Following the public meeting, a written public comment was received, which has been responded to and included in the CWSRF SAHM IUP. The written comment was reviewed and considered but did not change staff recommendations. The recommendations for

the FY 2026 CWSRF Base and IJJA GS, EC, and SAHM Project Priority Lists and SAHM IUP are approved.

The issues and recommendations and CWSRF Base & IJJA GS Project Priority List presented at the public meeting are attached to this Order as:

EXHIBIT B: For the 11/12/2025 FY 2026 Priority List Adoption Meeting. SFY2026 CWSRF WATER POLLUTION CONTROL PRIORITY LIST ADOPTION MEETING ISSUES AND RECOMMENDATIONS, Ch. 62-503, F.A.C.

The issues and recommendations and CWSRF EC Project Priority List presented at the public meeting are attached to this Order as:

EXHIBIT C: For the 11/12/2025 FY 2026 Priority List Adoption Meeting. SFY2026 CWSRF WATER POLLUTION CONTROL PRIORITY LIST ADOPTION MEETING INFRASTRUCTURE INVESTMENT AND JOBS ACT (IJJA) EMERGING CONTAMINANTS (EC) ISSUES AND RECOMMENDATIONS, Ch. 62-503, F.A.C.

The issues and recommendations and CWSRF SAHM Project Priority List presented at the public meeting are attached to this Order as:

Exhibit D: For the 11/12/2025 FY 2026 Priority List Adoption Meeting. SFY2026 CWSRF WATER POLLUTION CONTROL PRIORITY LIST ADOPTION MEETING FOR THE SUPPLEMENTAL APPROPRIATION FOR HURRICANES HELENE AND MILTON AND HAWAII WILDFIRES (SAHM) CWSRF FUNDS ISSUES AND RECOMMENDATIONS, Ch. 62-503, F.A.C.

The issues and recommendations and CWSRF SAHM Decentralized Funds Project Priority List presented at the public meeting are attached to this Order as:

Exhibit E: For the 11/12/2025 FY 2026 Priority List Adoption Meeting. SFY2026 CWSRF

WATER POLLUTION CONTROL PRIORITY LIST ADOPTION MEETING FOR THE
SUPPLEMENTAL APPROPRIATION FOR HURRICANES HELENE AND MILTON AND
HAWAII WILDFIRES (SAHM) DECENTRALIZED FUNDS ISSUES AND
RECOMMENDATIONS, Ch. 62-503, F.A.C.

The DWSRF and CWSRF Project Priority Lists schedule projects to be financed with loans, and grants in the form of principal forgiveness loans from the SRF. The Project Priority Lists are developed annually and adopted by the Department under the provisions of Chapters 62-503, 62-505, and 62-552, F.A.C. The rules provide for certain list management activities, including but not limited to, removal of projects which have failed to meet document submittal deadlines as required by the rules, authorization of additional funds to projects already on the lists, and the addition of new projects to the lists.

This concluded the public meeting regarding management of the SRF priority lists.

A person whose substantial interests are affected by the Department's proposed agency action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57 of the Florida Statutes. The petition must contain the information set forth below and must be filed (received by the clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000.

Petitions by the applicants or any of the parties listed below must be filed within twenty-one days of receipt of this written notice. Petitions filed by any persons other than those entitled to written notice under Section 120.60(3) of the Florida Statutes must be filed within twenty-one days of publication of the notice or within twenty-one days of receipt of the written notice, whichever occurs first.

Under Section 120.60(3) of the Florida Statutes, however, any person who has asked the

Department for notice of final agency action may file a petition within twenty-one days of receipt of such notice, regardless of the date of publication on the Department's website.

The petitioner shall mail a copy of the petition to the applicant(s) at the address indicated at the end of this order at the time of filing. The failure of any person to file a petition within the appropriate time-period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57 of the Florida Statutes, or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with rule 28-106.205 of the F.A.C.

A petition that disputes the material facts on which the Department's action is based must contain the following information:

- a) The name, address, and telephone number of each petitioner, the Department's notice identification number and the county in which the subject matter or activity is located.
- b) A statement of how and when each petitioner received notice of the agency decision.
- c) A statement of how each petitioner's substantial interests are affected by the Department action.
- d) A statement of the material facts disputed by the petitioner, if any.
- e) A statement of facts that the petitioner contends warrant reversal or modification of the Department action.
- f) A statement of which rules or statutes the petitioner contends require reversal or modification of the Department action.
- g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wants the Department to take.

A petition that does not dispute the material facts on which the Department's action is

based shall state that no such facts are in dispute and otherwise shall contain the same information as set forth above, as required by Rule 28-106.301, F.A.C.

Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the Department's final action may be different from the position taken by it in this notice. Persons whose substantial interests will be affected by any such final decision of the Department have the right to petition to become a party to the proceeding, in accordance with the requirements set forth above.

Mediation under Section 120.573 of the Florida Statutes is not available for this proceeding. This action is final and effective on the date filed with the Agency Clerk unless a petition is filed in accordance with the above. Upon the timely filing of a petition this action will not be effective until further action of the Department.

Any party to the order has the right to seek judicial review of it under Section 120.68 of the Florida Statutes, by the filing of a notice of appeal under rule 9.110 of the Florida Rules of Appellate Procedure with the Clerk of the Department in the Office of General Counsel, Mail Station 35, 3900 Commonwealth Boulevard, Tallahassee, Florida, 32399-3000, and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within 30 days after this order is filed with the Clerk of the Department.

DONE AND RECORDED on this 23rd day of December 2025, in Tallahassee, Florida.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION



Digitally signed by Angela
Knecht
Date: 2025.12.23 10:53:08 -05'00'

Angela Knecht, Director
Division of Water Restoration
Assistance
3900 Commonwealth
Boulevard
Tallahassee, Florida 32399-3000
Phone 850-245-2934

FILED ON THIS DATE PURSUANT TO §
120.52, FLORIDA STATUTES, WITH THE
DESIGNATED DEPARTMENT CLERK,
RECEIPT OF WHICH IS HEREBY
ACKNOWLEDGED.

Crystal Fukushima

Digitally signed by Crystal Fukushima
Date: 2025.12.23 11:02:32 -05'00'

CLERK

DATE

Notification of actions taken were sent by electronic mail to the affected parties listed in Exhibit F.

EXHIBIT A: For the 11/12/2025 State Fiscal Year 2026 Drinking Water State Revolving Fund Priority List Adoption Meeting

STATE FISCAL YEAR 2026 DRINKING WATER STATE REVOLVING FUND PRIORITY LIST ADOPTION FOR THE SUPPLEMENTAL APPROPRIATION FOR HURRICANES HELENE AND MILTON AND HAWAI'I WILDFIRES (SAHM) FUND ISSUES AND RECOMMENDATIONS, Ch. 62-552, FAC

- 1) The American Relief Act (ARA), 2025, P.L. 118-158 requires the State Revolving Fund (SRF) to administer the Supplemental Appropriations for Hurricanes Helene and Milton and the Hawai'i Wildfires (SAHM). SRF requirements and procedures apply to these supplemental funds. The Department has determined that funds in the amount of approximately \$844.7 million are available in State Fiscal Year (SFY) 2026 to the Drinking Water State Revolving Fund (DWSRF).
 - a. The ARA SAHM requires states to provide a minimum of 30% of this capitalization grant amount as additional subsidization (i.e., principal forgiveness). In order to achieve this, Florida DWSRF has determined in accordance with 62-552.300(8), Florida Administrative Code (F.A.C.), that an exception to Rules 62-552.300(1)(b), 62-552.300(1)(d), 62-552.300(2), 62-552.300(6), 62-552.500, F.A.C., shall be granted to projects receiving this funding and this funding only (does not apply to base and general supplemental cap grants). These exceptions meet the intent of Congress that communities needing to identify and assist systems affected by Hurricanes Helene and/or Milton.
 - b. A minimum of 30% the ARA SAHM funding is required to be funded as additional subsidy (principal forgiveness). The Department has determined that to meet this requirement, the ARA SAHM funding will be 50% subsidization (principal forgiveness) with a 50% loan component for all eligible systems and will be 100% subsidized (principal forgiveness) for all eligible financially disadvantaged systems.
 - c. Projects are listed for multiple phases (planning, design, and construction). Prior to being able to access design dollars, the approval of a facilities plan that meets the SRF requirements and any additional requirements of the ARA SAHM Capitalization Grant is required prior to disbursement for design. Prior to being able to access construction dollars, the approval of a facilities plan and the plans and specifications that meets the SRF requirements and any additional requirements of the ARA SAHM Capitalization Grant is required prior to disbursement for construction. Sponsors
 - d. Projects listed must demonstrate the primary project is related to Hurricane Helene and/or Milton and help minimize disruption. Projects that fail to do so will not be funded following the facilities plan. Projects that proceed to design shall have the project related to Hurricane Helene and/Milton addressed first and then additional projects in their facilities plan may be accepted. Projects that proceed to construction shall construct the primary
 - e. Projects are to be completed in a timely and expeditiously fashion. It is anticipated all activities must be completed by December 15, 2031 and final reimbursement requests submitted no later than January 31, 2032. Time extensions past the December 15, 2031 deadline may not be granted as the ARA SAHM Capitalization Grant has a period of performance. This is subject to change based on the ARA SAHM Capitalization Grant project period.
 - f. For projects that are not fully funded, the Sponsor and the Technical Services team shall work with the Project Manager on which projects will be implemented. For those projects not fully implemented, these projects can be funded through the traditional DWSRF program.

These eligible new projects are:

	Project Sponsor	Funding Source	Priority Score	Project Number	Loan Type	Listing Amount	Principal Forgiveness
MM	Perry	SAHM	853	62029	Planning, Design, and Construction	\$35,139,169	\$35,139,169
Mac	Cherry Lake Utilities Corp	SAHM	579	40061	Planning, Design, and Construction	\$1,010,070	\$1,010,070
MM	Cross City	SAHM	531	15031	Planning, Design, and Construction	\$19,274,246	\$19,274,246
JR	Gretna	SAHM	489	20032	Planning, Design, and Construction	\$10,208,809	\$10,208,809
TO	FGUA - Peace River Heights	SAHM	485	25040	Planning, Design, and Construction	\$965,000	\$965,000
MM	Taylor Coastal Water and Sewer District	SAHM	480	62031	Planning and Construction	\$3,408,070	\$3,408,070
JG	Bowling Green	SAHM	476	2502B	Planning, Design, and Construction	\$8,640,000	\$8,640,000
PB	Fort Meade	SAHM	475	53116	Planning, Design, and Construction	\$1,373,625	\$1,373,625
TM	Archer	SAHM	472	01034	Planning, Design, and Construction	\$8,502,000	\$8,502,000
TO	Suwannee Water & Sewer District	SAHM	469	15021	Planning, Design, and Construction	\$5,138,000	\$5,138,000
Mac	Nature Coast Regional Water Authority	SAHM	468	38072	Planning, Design, and Construction	\$29,746,000	\$29,746,000
MLC	Bushnell	SAHM	462	60047	Planning, Design, and Construction	\$5,895,000	\$5,895,000
PB	Lake Hamilton	SAHM	457	5316A	Planning, Design, and Construction	\$29,474,100	\$29,474,100
JR	LaBelle	SAHM	454	2603A	Planning, Design, and Construction	\$5,947,500	\$5,947,500
GA	Waccasassa Water and Wastewater Cooperative	SAHM	451	38122	Planning, Design, and Construction	\$35,139,169	\$35,139,169
PB	Fair Winds Condominium Village Association, Inc.	SAHM	451	58073	Planning, Design, and Construction	\$4,840,000	\$4,840,000
KL	Wakulla	SAHM	450	65033	Planning, Design, and Construction	\$390,525	\$195,263
TO	Bristol	SAHM	449	39025	Planning, Design, and Construction	\$5,015,000	\$5,015,000
PB	El Jobean Water Association	SAHM	447	08061	Planning, Design, and Construction	\$1,850,000	\$1,850,000
GA	Apalachicola	SAHM	444	19032	Planning, Design, and Construction	\$17,527,610	\$17,527,610
VP	Daytona Beach	SAHM	443	6409D	Planning, Design, and Construction	\$35,139,169	\$35,139,169
VP	San Antonio	SAHM	440	51090	Planning, Design, and Construction	\$330,000	\$165,000
Mac	Horseshoe Beach	SAHM	437	15011	Planning, Design, and Construction	\$7,950,000	\$7,950,000
JG	Holly Hill	SAHM	435	6410C	Planning, Design, and Construction	\$2,856,873	\$2,856,873
TM	Clewiston	SAHM	434	26045	Planning, Design, and Construction	\$8,775,000	\$8,775,000
MM	Tavares	SAHM	420	3509A	Planning, Design, and Construction	\$21,450,000	\$21,450,000
MM	Bay Laurel Center CDD	SAHM	419	42120	Planning, Design, and Construction	\$35,139,169	\$35,139,169
KL	Mascotte	SAHM	417	35127	Planning, Design, and Construction	\$10,440,000	\$5,220,000
TM	Bradenton	SAHM	415	4103B	Planning, Design, and Construction	\$35,139,169	\$35,139,169
MM	Dade City	SAHM	412	51044	Planning, Design, and Construction	\$2,996,550	\$2,996,550

TM	Newberry	SAHM	410	01082 Planning, Design, and Construction	\$18,250,000	\$9,125,000
PB	Tampa	SAHM	400	2902I Planning, Design, and Construction	\$20,000,000	\$10,000,000
GA	Punta Gorda	SAHM	400	08034 Planning, Design, and Construction	\$35,139,169	\$17,569,584
PB	Groveland	SAHM	400	35068 Planning, Design, and Construction	\$7,760,000	\$3,880,000
VP	Island Water Association, Inc.	SAHM	400	36031 Planning, Design, and Construction	\$34,670,000	\$17,335,000
PS	Hamilton County	SAHM	400	24040 Planning, Design, and Construction	\$8,040,000	\$8,040,000
GA	Mulberry	SAHM	397	53125 Planning, Design, and Construction	\$13,131,500	\$13,131,500
JG	Eagle Lake	SAHM	378	53094 Planning, Design, and Construction	\$32,622,475	\$32,622,475
MM	Lake Region Village1	SAHM	376	53170 Planning, Design, and Construction	\$450,000	\$450,000
Mac	St. Petersburg	SAHM	367	52066 Planning, Design, and Construction	\$35,139,169	\$17,569,584
PB	Apopka	SAHM	358	4802C Planning, Design, and Construction	\$35,139,169	\$17,569,584
MM	Big Bend Water Authority	SAHM	357	15055 Planning, Design, and Construction	\$20,673,600	\$20,673,600
TM	Starke	SAHM	356	04024 Planning, Design, and Construction	\$23,276,120	\$23,276,120
GA	Eastpoint	SAHM	354	19100 Planning, Design, and Construction	\$1,956,620	\$1,956,620
TO	Fruitland Park	SAHM	350	35083 Planning, Design, and Construction	\$19,278,000	\$9,639,000
AO	High Springs	SAHM	319	01053 Planning, Design, and Construction	\$19,105,000	\$9,552,500
PS	Fort Myers	SAHM	314	3604K Planning, Design, and Construction	\$35,139,169	\$35,139,169
AO	Sopchoppy	SAHM	312	65021 Planning, Design, and Construction	\$35,139,169	\$35,139,169
VP	Bartow	SAHM	307	53025 Planning, Design, and Construction	\$5,378,790	\$5,378,790
MM	Manatee County	SAHM	300	41015 Planning, Design, and Construction	\$35,139,169	\$17,569,584
PS	Clermont	SAHM	300	3514D Planning, Design, and Construction	\$15,660,000	\$7,830,000
Mac	Umatilla	SAHM	300	35077 Design and Construction	\$3,884,060	\$3,884,060
TOTAL NEW PROJECTS FOR ISSUE 1 - SAHM					\$844,671,000	
TOTAL ALLOCATED PRINCIPAL FORGIVENESS FOR ISSUE 1 - SAHM						\$701,450,900

Staff recommends adding these projects to Tiers 2 and 3 of the fundable portion of the ARA SAHM SFY 2026 Priority List.

- 2) Projects being added to the list in Issue 1 above, whose project costs exceed the project cap of ~\$35.1 million, will be placed on the waiting portion of the Priority List for the unfunded amount and elevated should funds become available.

These segment projects on the waiting portion of the Priority List are:

	Project Sponsor	Funding Source	Priority Score	Project Number	Loan Type	Waiting Listing Amount	Waiting List Principal Forgiveness
MM	Perry	SAHM	853	62029	Planning, Design, and Construction	\$ 93,240,831	\$ 93,240,831
GA	Cooperative	SAHM	451	38122	Design, and Construction	\$ 28,233,861	\$ 28,233,861
VP	Daytona Beach	SAHM	443	6409D	Planning, Design, and Construction	\$ 7,435,831	\$ 7,435,831
MM	Bay Laurel Center CDD	SAHM	419	42120	Planning, Design, and Construction	\$ 56,360,831	\$ 56,360,831
TM	Bradenton	SAHM	415	4103B	Planning, Design, and Construction	\$ 8,480,831	\$ 8,480,831
GA	Punta Gorda	SAHM	400	08034	Planning, Design, and Construction	\$ 20,860,831	\$ 10,430,416
Mac	St. Petersburg	SAHM	367	52066	Planning, Design, and Construction	\$ 80,236,831	\$ 40,118,416
PB	Apopka	SAHM	358	4802C	Planning, Design, and Construction	\$ 4,560,831	\$ 2,280,416
PS	Fort Myers	SAHM	314	3604K	Planning, Design, and Construction	\$ 12,860,831	\$ 12,860,831
AO	Sopchoppy	SAHM	312	65021	Planning, Design, and Construction	\$ 8,639,331	\$ 8,639,331
MM	Manatee County	SAHM	300	41015	Planning, Design, and Construction	\$ 34,160,831	\$ 17,080,416
TOTAL WAITING LIST FOR ISSUE 2 - SAHM						\$ 355,071,672	
TOTAL WAITING LIST PRINCIPAL FORGIVENESS FOR ISSUE 2 - SAHM							\$ 285,162,010

These projects will receive additional funding should ARA SAHM funds become available. Funding available will be first based on the readiness-to-proceed and the priority score. The DWSRF makes no guarantee that these projects will be fully funded using the ARA SAHM Capitalization Grant and can be funded through the traditional DWSRF program.

- 3) Other Business and Reminders:
- Loan applications for projects listed above in Issue 1 have an application deadline of 3/12/2026 and to execute the loan agreement by 6/10/2026.
 - Projects associated with ARA SAHM are not required to be Build America, Buy America. However, construction projects will require EPA Signage, American Iron and Steel requirements, and follow Davis-Bacon Act requirements.
 - Project Sponsors will be required to certify compliance with the Consultants' Competitive Negotiation Act.
 - Virtual SRF Office Hours will be held quarterly with the next meeting on December 3, 2025 at 2:00 PM. A link to the Teams Meeting is located on our website.

4) Summary of Funding Obligated at This Meeting:

ARA SAHM Capitalization Grant	Funding Amount	Minimum Principal Forgiveness
EPA SAHM Allotment	\$844,671,000	\$253,401,300
<i>Total New Projects (Issue 1)</i>	\$844,671,000	\$701,450,900
Grand Total for Projects This Meeting	\$844,671,000	\$701,450,900
<i>Amount Remaining for Projects After This Meeting for SFY 2024-2025 *</i>	\$0	(\$448,049,600)

* Please note that these amounts are subject to change based on unobligated and recovered funds during the fiscal year, adjustments to budget authority, EPA allotments, and EPA reallocations.

- END -

EXHIBIT B: For the 11/12/2025 FY 2026 Priority List Adoption Meeting**SFY2026 CWSRF WATER POLLUTION CONTROL PRIORITY LIST ADOPTION MEETING
ISSUES AND RECOMMENDATIONS, Ch. 62-503, F.A.C.**

- 1.) **SFY 2026 Fundable Portion Increases and New Projects:** Funds are available for adding project increases and new projects to the fundable portion of the SFY 2026 project priority list, for the amounts shown below.

Project increase requests and new projects which have filed documents timely and have been certified by staff as ready-to-proceed are eligible for listing on the fundable portion of the project priority list beneath those projects already listed, and subject to the \$20 million segment cap. Pursuant to Rule 62-503.300(1)(f), F.A.C., projects that must be added to meet special provisions of a federal capitalization grant shall be added to the bottom of the fundable portion, bypassing projects that would otherwise be placed on the fundable portion. For projects qualifying as a "financially disadvantaged small community" as defined in Section 403.1838(2), F.S., the subsidy amount is shown below.

The Increases and New Projects are:

APPLICANT	PRIORITY SCORE	SRF PROJECT #	LOAN TYPE	MEETING DATE	APPLICATION DEADLINE	AGREEMENT DEADLINE	FUNDABLE LISTING AMOUNT*	ALLOCATED PRINCIPAL FORGIVENESS**
Gulf Breeze	100	57080	WW/Construction(Increase)	11/12/25	03/12/26	06/10/26	\$ 20,000,000	\$ -
Melbourne	100	05091	WW/Construction(Increase)	11/12/25	03/12/26	06/10/26	\$ 3,456,975	\$ -
FGUA (Del Prado)	500	3608A	WW/Const(DB)(New)	11/12/25	03/12/26	06/10/26	\$ 20,000,000	\$ -
Wildwood	450	60021	WW/Const(CMR)(New)	11/12/25	03/12/26	06/10/26	\$ 19,718,279	\$ -
Springfield	340	03055	WW/Design(New)	11/12/25	03/12/26	06/10/26	\$ 2,403,248	\$ 1,922,598
Waccasassa Water & Wastewater (W3C)	340	38121	WW/Design(New)	11/12/25	03/12/26	06/10/26	\$ 6,137,120	\$ 4,909,696
Davenport	310	53076	WW/Construction(New)	11/12/25	03/12/26	06/10/26	\$ 20,000,000	\$ 14,573,628
Mascotte	200	35120	WW/Construction(New)	11/12/25	03/12/26	06/10/26	\$ 1,991,213	\$ 1,592,970

TOTAL INCREASES AND NEW PROJECTS =**\$93,706,835****TOTAL ALLOCATED PRINCIPAL FORGIVENESS =****\$22,998,892**

Staff recommends adding these projects to the fundable portion of the SFY 2026 project priority list for the amounts as shown.

- 2.) Pursuant to Rule 62-503.300(1)(f), F.A.C., projects being added to the list in Issue 1 above whose project costs exceed the \$20 million segment cap and unfunded projects with priority scores of 350 or more will be placed on the waiting portion of the project priority list for the unfunded amount. They are:

APPLICANT	PRIORITY SCORE	SRF PROJECT #	LOAN TYPE	MEETING DATE	UNFUNDED COSTS
Gulf Breeze	100	57080	WW/Construction	11/12/25	\$ 4,790,573
FGUA (Del Prado)	500	3608A	WW/Const(DB)	11/12/25	\$ 52,005,000
Wildwood	450	60021	WW/Const(CMR)	11/12/25	\$ 40,281,721
Largo	400	5202H	WW/Const(CMR)	11/12/25	\$ 12,515,497
Freeport	375	66036	WW/Construction	11/12/25	\$ 50,000,000
Hollywood	375	0604G	WW/Construction	11/12/25	\$ 11,790,000
Lakeland	350	53069	WW/Const(DB)	11/12/25	\$ 45,777,684
Davenport	310	53076	WW/Construction	11/12/25	\$ 5,000,000

WAITING PORTION TOTAL = \$ 222,160,475

Projects added to the waiting portion of the project priority list for SFY 2026 may be elevated to the fundable portion of the list at the next priority list meeting if funds are available and the sponsor has not received the segment cap for the SFY 2026. Segment capped projects may be elevated to the fundable portion of the list for SFY 2027 at the first list adoption meeting after July 1, 2026, subject to available funds and to the segment cap established at the public meeting.

- 3.) Pursuant to Rule 62-503.300(1)(f), F.A.C., unfunded projects from Issue 1 whose priority score is less than 350 are placed on the planning portion in alphabetical order. To receive funding, projects on the planning portion must compete for funding at a subsequent priority list meeting. They are:

APPLICANT	PRIORITY SCORE	SRF PROJECT #	LOAN TYPE	MEETING DATE	UNFUNDED COSTS
Tavares	340	3509B	SW/Planning(New)	11/12/25	\$ 250,000

PLANNING PORTION TOTAL = \$ 250,000

- 4.) **Other Business:** Delist prior listings and defer elevation of a segment

APPLICANT	PRIORITY SCORE	SRF PROJECT #	LOAN TYPE	MEETING DATE	APPLICATION DEADLINE	AGREEMENT DEADLINE	FUNDABLE LISTING AMOUNT	ALLOCATED PRINCIPAL FORGIVENESS
Opa-locka	340	13034	SW/Planning	08/14/24	12/12/24	03/12/25	\$ 131,406	\$ -
Gateway CDD	340	3604I	SW/Design	08/14/24	12/12/24	03/12/25	\$ 199,661	\$ -
FGUA (Del Prado)	340	36089	WW/Design	08/14/24	12/12/24	03/12/25	\$ 1,496,000	\$ -
Milton	340	57033	WW/Construction	08/14/24	12/12/24	03/12/25	\$ 614,946	\$ -
Pompano Beach	500	0624E	WW/Construction	08/13/25	12/11/25	03/11/26	\$ 373,000	\$ -

TOTAL UNALLOCATED FUNDING = \$2,815,013

TOTAL UNALLOCATED PRINCIPAL FORGIVENESS = \$0

Okaloosa County Water & Sewer's Shoal River Ranch WRF project (WW46040) is a segmented project that had a \$20 million segment elevated to the fundable portion of the priority list at the August 2025 meeting. Okaloosa County is deferring the elevation of the segment. So, \$20 million has been recaptured and \$20 million has been returned to the waiting list for Okaloosa County's project so that they now have \$22,427,000 on the waiting list.

5.)

Base and IIJA General Supplemental Appropriation Funding
SOURCE OF FUNDS

FEDERAL FUNDS

FFY 2025 SRF Capitalization Grant for Projects - BASE	\$ 53,553,000
FFY 2025 SRF Capitalization Grant for Projects - IIJA	\$ 83,155,000

STATE FUNDS

State Matching Funds for SFY 2026 Capitalization Grant (20%) - BASE	\$ 10,710,600
State Matching Funds for SFY 2026 Capitalization Grant (20%) - IIJA	\$ 16,631,000
CWSRF Interest (Est. SFY26)	\$ 8,000,000
Projected Net Loan Repayments to State Bank (7/1/2025 - 6/30/2026)	\$ 194,170,875
Close-Out Decreases (7/1/2025 - 6/30/2026)	\$ 48,409,557
De-listed Projects	\$ 25,057,793
Balance Carried Forward	\$ 6,504,088

TOTAL FUNDS AVAILABLE	\$ 446,191,913
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USE OF FUNDS

Elevated Segment Projects SFY2026	\$ 134,256,945
Balance of Needed Funds for SFY 2025 (Subsidy)	\$ (27,858,632)
Increases and New Projects on SFY 2026 Priority List (Subsidy)**	\$ 69,577,248
Increases and New Projects on SFY 2026 Priority List (Loan)	\$ 311,934,968

TOTAL FUNDS OBLIGATED	\$ 446,191,913
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BALANCE OF LOAN FUNDS for PROJECTS =	\$ -
BALANCE OF NEEDED FUNDS for SUBSIDY PROJECTS =	\$ 9,737,934

* - Includes \$20,000,000 segment cap

** - Includes \$14,573,628 subsidy cap

EXHIBIT C: For the 11/12/2025 FY 2026 Priority List Adoption Meeting

**SFY2026 CWSRF WATER POLLUTION CONTROL PRIORITY LIST ADOPTION MEETING
INFRASTRUCTURE INVESTMENT AND JOBS ACT (IIJA) EMERGING CONTAMINANTS (EC)
ISSUES AND RECOMMENDATIONS, Ch. 62-503, F.A.C.**

- 1.) President Biden signed the Infrastructure Investment and Job (IIJA) on November 15, 2021. The IIJA provides \$5 billion through the State Revolving Funds (SRFs) to reduce people's exposure to perfluoroalkyl and polyfluoroalkyl substances (PFAS) and other emerging contaminants (EC). The IIJA provides emerging contaminants funding through the SRFs that must be distributed to communities entirely as forgivable loans.

SFY 2026 Fundable Portion Increases and New Projects: Funds are available for adding project increases and new projects to the fundable portion of the SFY 2026 emerging contaminants project priority list, for the amounts shown below.

The Increases and New Projects are:

APPLICANT/ PROJECT NBR	PRIORITY SCORE	SRF PROJECT #	LOAN TYPE	MEETING DATE	APPLICATION DEADLINE	AGREEMENT DEADLINE	FUNDABLE LISTING AMOUNT	ALLOCATED PRINCIPAL FORGIVENESS
Pompano Beach	500	0624D	WW/Construction(New)	11/12/25	03/12/26	06/10/26	\$ 373,000	\$ 373,000
TOTAL INCREASES AND NEW PROJECTS =							\$373,000	
TOTAL ALLOCATED PRINCIPAL FORGIVENESS =								\$373,000

Staff recommends adding these projects to the fundable portion of the SFY 2026 project priority list for the amounts as shown.

IIJA Emerging Contaminants Funding

2.)

SOURCE OF FUNDS

FEDERAL FUNDS

FFY 2025 SRF Emerging Contaminants Capitalization Grant for Projects - IIJA	\$ 7,177,000
FFY 2023 SRF Emerging Contaminants Capitalization Grant for Projects - IIJA REALLOCATION	\$ 373,000

STATE FUNDS

State Matching Funds for SFY 2026 Capitalization Grant(0%) - IIJA Emerging Contaminants	\$ -
Decreases	\$ -

TOTAL FUNDS AVAILABLE	\$ 7,550,000
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USE OF FUNDS

Increases and New Projects on SFY 2026 Priority List (Loan)	\$7,550,000
Increases and New Projects on SFY 2026 Priority List (Subsidy)**	\$7,550,000
TOTAL FUNDS OBLIGATED	\$7,550,000

BALANCE OF LOAN FUNDS for PROJECTS =	\$0
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EXHIBIT D: For the 11/12/2025 FY 2026 Priority List Adoption Meeting

**SFY2026 CWSRF WATER POLLUTION CONTROL PRIORITY LIST ADOPTION MEETING FOR THE
SUPPLEMENTAL APPROPRIATION FOR HURRICANES HELENE AND MILTON AND HAWAI'I WILDFIRES (SAHM) CWSRF FUNDS
ISSUES AND RECOMMENDATIONS, Ch. 62-503, F.A.C.**

- 1.) The P.L. 118-158, the American Relief Act, 2025, requires states to administer the Supplemental Appropriation for Hurricanes Helene and Milton and the Hawai'i Wildfires (SAHM) funds through the existing SRF programs. SRF requirements and procedures apply to these supplemental funds. The Department has determined based on allocated funding that sufficient funds will be available to allow a \$19,166,503 cap per sponsor. Projects listed with additional need will be moved to a waiting list for the remaining amount and will be eligible to compete for any reallocated funds at future project priority list meetings.
- a. SAHM funding is being provided with 50% principal forgiveness and, for disadvantaged communities, with 100% principal forgiveness.
 - b. SAHM projects are listed for multiple phases (planning, design, and construction). Loan agreements for SAHM projects will include conditions that require:
 - the approval of a facilities plan that meets both CWSRF requirements and additional SAHM requirements (e.g., documentation that the POTW was impacted by Hurricane Helene or Milton and that the proposed project meets SAHM eligibility requirements) before any design funds may be released, and
 - the approval of a facilities plan and plans & specifications that meet both CWSRF requirements and additional SAHM requirements before any construction funds may be released.
 Sponsors are at risk of losing funding if they proceed with a project prior to receiving SRF approval of project planning, design, and procurement.
 - c. It should be documented in the facilities plan that the SAHM project helps address the stated impact from the hurricane. Projects that fail to do so may not be funded beyond the planning phase.
 - d. Projects are to be completed in a timely and expeditious fashion. It is anticipated that all activities must be completed by December 15, 2031, and final reimbursement requests submitted no later than January 31, 2032. Time extensions past the December 15, 2031 deadline may not be granted as the SAHM Capitalization Grant has a defined period of performance.
 - e. For projects that are not fully funded, the Sponsor should work with the SRF Project Manager on which projects will be implemented. For those projects not fully implemented, the projects should be fundable through the traditional CWSRF program, subject to the availability of funds.

The CWSRF SAHM projects are:

APPLICANT	PRIORITY SCORE	SRF PROJECT #	LOAN TYPE	MEETING DATE	APPLICATION DEADLINE	AGREEMENT DEADLINE	FUNDABLE LISTING AMOUNT	ALLOCATED PRINCIPAL FORGIVENESS
Arcadia**	641	14016	WW/Plan/Design/Const.	11/12/25	03/12/26	06/10/26	\$ 15,400,000	\$ 15,400,000
Sanford*	615	5901C	WW/Plan/Design/Const.	11/12/25	03/12/26	06/10/26	\$ 19,166,503	\$ 19,166,503
St. Petersburg	615	52065	WW/Plan/Design/Const.	11/12/25	03/12/26	06/10/26	\$ 19,166,503	\$ 9,583,252
Everglades City**	610	11095	WW/Plan/Design/Const.	11/12/25	03/12/26	06/10/26	\$ 19,000,000	\$ 19,000,000
Bartow*	600	53024	WW/Plan/Design/Const.	11/12/25	03/12/26	06/10/26	\$ 19,166,503	\$ 19,166,503
Clearwater	600	52090	WW/Plan/Design/Const.	11/12/25	03/12/26	06/10/26	\$ 19,166,503	\$ 9,583,252
Daytona Beach*	600	6409E	WW/Plan/Design/Const.	11/12/25	03/12/26	06/10/26	\$ 19,166,503	\$ 19,166,503
Edgewater*	600	64056	WW/Plan/Design/Const.	11/12/25	03/12/26	06/10/26	\$ 19,166,503	\$ 19,166,503
Longboat Key	600	58061	WW/Plan/Design/Const.	11/12/25	03/12/26	06/10/26	\$ 19,166,503	\$ 9,583,252
Orange Park	600	10013	WW/Plan/Design/Const.	11/12/25	03/12/26	06/10/26	\$ 13,325,000	\$ 6,662,500
Palmetto*	600	41024	WW/Plan/Design/Const.	11/12/25	03/12/26	06/10/26	\$ 19,166,503	\$ 19,166,503
Polk County*	600	5316B	WW/Plan/Design/Const.	11/12/25	03/12/26	06/10/26	\$ 14,712,500	\$ 14,712,500
Port St. Joe	600	23018	WW/Plan/Design/Const.	11/12/25	03/12/26	06/10/26	\$ 19,166,503	\$ 9,583,252
Winter Garden	600	48015	WW/Plan/Design/Const.	11/12/25	03/12/26	06/10/26	\$ 19,166,503	\$ 9,583,252
Winter Park	600	4802F	WW/Plan/Design/Const.	11/12/25	03/12/26	06/10/26	\$ 19,166,503	\$ 9,583,252
Winter Springs	600	59063	WW/Plan/Design/Const.	11/12/25	03/12/26	06/10/26	\$ 19,166,503	\$ 9,583,252
Fort Myers*	540	3604M	WW/Plan/Design/Const.	11/12/25	03/12/26	06/10/26	\$ 19,166,503	\$ 19,166,503
St. Lucie County*	540	56021	WW/Plan/Design/Const.	11/12/25	03/12/26	06/10/26	\$ 15,000,000	\$ 15,000,000
Bunnell**	514	18055	WW/Plan/Design/Const.	11/12/25	03/12/26	06/10/26	\$ 13,100,000	\$ 13,100,000
Dade City**	514	51045	WW/Plan/Design/Const.	11/12/25	03/12/26	06/10/26	\$ 7,088,000	\$ 7,088,000

Quincy**	513	20014	WW/Plan/Design/Const.	11/12/25	03/12/26	06/10/26	\$ 11,960,092	\$ 11,960,092
Eagle Lake**	511	53095	WW/Plan/Design/Const.	11/12/25	03/12/26	06/10/26	\$ 3,000,500	\$ 3,000,500
Fort Meade**	511	53117	WW/Plan/Design/Const.	11/12/25	03/12/26	06/10/26	\$ 19,166,503	\$ 19,166,503
Havana**	511	20056	WW/Plan/Design/Const.	11/12/25	03/12/26	06/10/26	\$ 7,436,144	\$ 7,436,144
Bradenton*	500	4103C	WW/Plan/Design/Const.	11/12/25	03/12/26	06/10/26	\$ 19,166,503	\$ 19,166,503
Deland*	500	64114	WW/Plan/Design/Const.	11/12/25	03/12/26	06/10/26	\$ 7,600,000	\$ 7,600,000
Englewood Water District	500	58034	WW/Plan/Design/Const.	11/12/25	03/12/26	06/10/26	\$ 19,166,503	\$ 9,583,252
Flagler Beach	500	18014	WW/Plan/Design/Const.	11/12/25	03/12/26	06/10/26	\$ 19,166,503	\$ 9,583,252
Mount Dora*	500	3514E	WW/Plan/Design/Const.	11/12/25	03/12/26	06/10/26	\$ 19,166,503	\$ 19,166,503
Punta Gorda	500	08035	WW/Plan/Design/Const.	11/12/25	03/12/26	06/10/26	\$ 10,280,000	\$ 5,140,000
Wildwood	500	60024	WW/Plan/Design/Const.	11/12/25	03/12/26	06/10/26	\$ 10,000,000	\$ 5,000,000
Gainesville*	472	01020	WW/Plan/Design/Const.	11/12/25	03/12/26	06/10/26	\$ 19,166,503	\$ 19,166,503
Crystal River**	462	09025	WW/Plan/Design/Const.	11/12/25	03/12/26	06/10/26	\$ 19,166,503	\$ 19,166,503
FGUA - MacDill AFB	450	29071	WW/Plan/Design/Const.	11/12/25	03/12/26	06/10/26	\$ 19,166,503	\$ 9,583,252
Orange City*	450	6420B	WW/Plan/Design/Const.	11/12/25	03/12/26	06/10/26	\$ 7,581,430	\$ 7,581,430
Holly Hill*	444	6410D	WW/Plan/Design/Const.	11/12/25	03/12/26	06/10/26	\$ 19,166,503	\$ 19,166,503
Largo*	439	5202J	WW/Plan/Design/Const.	11/12/25	03/12/26	06/10/26	\$ 19,166,503	\$ 19,166,503
Mulberry**	389	53124	WW/Plan/Design/Const.	11/12/25	03/12/26	06/10/26	\$ 19,166,503	\$ 19,166,503
Monticello**	385	33023	WW/Plan/Design/Const.	11/12/25	03/12/26	06/10/26	\$ 12,887,000	\$ 12,887,000
Perry**	375	6202B	WW/Plan/Design/Const.	11/12/25	03/12/26	06/10/26	\$ 19,166,503	\$ 19,166,503
Madison**	369	4004Z	WW/Plan/Design/Const.	11/12/25	03/12/26	06/10/26	\$ 1,090,250	\$ 1,090,250
Bowling Green**	364	2502D	WW/Plan/Design/Const.	11/12/25	03/12/26	06/10/26	\$ 19,166,503	\$ 19,166,503
Lake Placid**	364	28024	WW/Plan/Design/Const.	11/12/25	03/12/26	06/10/26	\$ 2,914,000	\$ 2,914,000
Wauchula**	362	25018	WW/Plan/Design/Const.	11/12/25	03/12/26	06/10/26	\$ 15,719,000	\$ 15,719,000
Taylor Coastal Water & Sewer District**	352	6203Z	WW/Plan/Design/Const.	11/12/25	03/12/26	06/10/26	\$ 19,166,503	\$ 19,166,503
Lake Hamilton**	351	5316D	WW/Plan/Design/Const.	11/12/25	03/12/26	06/10/26	\$ 19,166,503	\$ 19,166,503
Apopka*	350	4082D	WW/Plan/Design/Const.	11/12/25	03/12/26	06/10/26	\$ 19,166,503	\$ 19,166,503
Davenport**	350	53075	WW/Plan/Design/Const.	11/12/25	03/12/26	06/10/26	\$ 4,970,000	\$ 4,970,000
Sebring*	350	28037	WW/Plan/Design/Const.	11/12/25	03/12/26	06/10/26	\$ 19,166,503	\$ 19,166,503
Seminole County	340	59024	WW/Plan/Design/Const.	11/12/25	03/12/26	06/10/26	\$ 19,166,503	\$ 9,583,252
Cross City**	320	1503Z	WW/Plan/Design/Const.	11/12/25	03/12/26	06/10/26	\$ 19,166,491	\$ 19,166,491

TOTAL CWSRF SAHM PROJECTS =

\$806,392,000

TOTAL ALLOCATED PRINCIPAL FORGIVENESS =

\$684,173,739

Staff recommends adding these projects to the fundable portion of the SFY 2026 project priority list for the amounts as shown.

† SAHM eligible projects must be CWSRF-eligible and have the purpose of reducing flood or fire damage risk and vulnerability or enhancing resiliency to rapid hydrologic change or natural disaster at treatment works, as defined by section 212 of the Federal Water Pollution Control Act.

* - Financially Disadvantaged Community

** - Small Disadvantaged Community

- 2.) Pursuant to Rule 62-503.300(1)(f), F.A.C., projects being added to the list in Issue 1 above whose project costs exceed the \$19,166,503 sponsor cap will be placed on the waiting portion of the project priority list for the unfunded amount. These projects are:

APPLICANT	PRIORITY SCORE	SRF PROJECT #	LOAN TYPE	MEETING DATE	UNFUNDED COSTS
Sanford*	615	5901C	WW/Plan/Design/Const.	11/12/25	\$ 13,493,497
St. Petersburg	615	52065	WW/Plan/Design/Const.	11/12/25	\$ 100,833,497
Bartow*	600	53024	WW/Plan/Design/Const.	11/12/25	\$ 51,933,097
Clearwater	600	52090	WW/Plan/Design/Const.	11/12/25	\$ 129,833,497
Daytona Beach*	600	6409E	WW/Plan/Design/Const.	11/12/25	\$ 62,798,497
Edgewater*	600	64056	WW/Plan/Design/Const.	11/12/25	\$ 2,154,297
Longboat Key	600	58061	WW/Plan/Design/Const.	11/12/25	\$ 31,563,497
Palmetto*	600	41024	WW/Plan/Design/Const.	11/12/25	\$ 41,833,497
Port St. Joe	600	23018	WW/Plan/Design/Const.	11/12/25	\$ 67,298,284
Winter Garden	600	48015	WW/Plan/Design/Const.	11/12/25	\$ 135,392,803
Winter Park	600	4802F	WW/Plan/Design/Const.	11/12/25	\$ 15,405,497
Winter Springs	600	59063	WW/Plan/Design/Const.	11/12/25	\$ 54,179,318
Fort Myers**	540	3604M	WW/Plan/Design/Const.	11/12/25	\$ 40,833,497
Fort Meade**	511	53117	WW/Plan/Design/Const.	11/12/25	\$ 6,368,357
Bradenton*	500	4103C	WW/Plan/Design/Const.	11/12/25	\$ 254,572,997
Englewood Water District	500	58034	WW/Plan/Design/Const.	11/12/25	\$ 12,033,497
Flagler Beach	500	18014	WW/Plan/Design/Const.	11/12/25	\$ 83,497
Mount Dora*	500	3514E	WW/Plan/Design/Const.	11/12/25	\$ 86,433,497
Gainesville*	472	01020	WW/Plan/Design/Const.	11/12/25	\$ 60,913,337
Crystal River**	462	09025	WW/Plan/Design/Const.	11/12/25	\$ 4,452,357
FGUA - MacDill AFB	450	29071	WW/Plan/Design/Const.	11/12/25	\$ 23,129,497
Holly Hill*	444	6410D	WW/Plan/Design/Const.	11/12/25	\$ 861,397
Largo*	439	5202J	WW/Plan/Design/Const.	11/12/25	\$ 14,265,497
Mulberry**	389	53124	WW/Plan/Design/Const.	11/12/25	\$ 21,236,840
Perry**	375	6202B	WW/Plan/Design/Const.	11/12/25	\$ 145,233,228
Bowling Green**	364	2502D	WW/Plan/Design/Const.	11/12/25	\$ 3,639,147
Taylor Coastal Water & Sewer District**	352	62032	WW/Plan/Design/Const.	11/12/25	\$ 523,403
Lake Hamilton**	351	5316D	WW/Plan/Design/Const.	11/12/25	\$ 12,788,517
Apopka*	350	4082D	WW/Plan/Design/Const.	11/12/25	\$ 18,833,497
Sebring*	350	28037	WW/Plan/Design/Const.	11/12/25	\$ 14,733,497
Seminole County	340	59024	WW/Plan/Design/Const.	11/12/25	\$ 4,252,011
Cross City**	320	15032	WW/Plan/Design/Const.	11/12/25	\$ 5,013,309

WAITING PORTION TOTAL = \$ 1,436,920,154

† SAHM eligible projects must be CWSRF-eligible and have the purpose of reducing flood or fire damage risk and vulnerability or enhancing resiliency to rapid hydrologic change or natural disaster at treatment works, as defined by section 212 of the Federal Water Pollution Control Act.

* - Financially Disadvantaged Community

** - Small Disadvantaged Community

3.)

CWSRF SAHM Funding
SOURCE OF FUNDS

FEDERAL FUNDS

FFY 2025 SAHM CWSRF Capitalization Grant for Projects \$ 806,392,000

TOTAL FUNDS AVAILABLE \$ **806,392,000**

USE OF FUNDS

SAHM Projects on the SFY 2026 Priority List (Subsidy) \$684,173,739

SAHM Projects on the SFY 2026 Priority List (Loan) \$806,392,000

TOTAL FUNDS OBLIGATED **\$806,392,000**

BALANCE OF LOAN FUNDS for PROJECTS = \$ -

EXHIBIT E: For the 11/12/2025 FY 2026 Priority List Adoption Meeting

**SFY2026 CWSRF WATER POLLUTION CONTROL PRIORITY LIST ADOPTION MEETING FOR THE
SUPPLEMENTAL APPROPRIATION FOR HURRICANES HELENE AND MILTON AND HAWAII WILDFIRES (SAHM) DECENTRALIZED FUNDS
ISSUES AND RECOMMENDATIONS, Ch. 62-503, F.A.C.**

- 1.) The P.L. 118-158, the American Relief Act, 2025, requires states to administer the Supplemental Appropriation for Hurricanes Helene and Milton and the Hawai'i Wildfires (SAHM) Decentralized funds through the existing SRF programs. SRF requirements and procedures apply to these supplemental funds. The Department has determined based on allocated funding that sufficient funds will be available to allow a \$13,080,900 cap per sponsor. Projects listed with additional need will be moved to a waiting list for the remaining amount and will be eligible to compete for any reallocated funds at future project priority list meetings.
- a. SAHM Decentralized funding is being provided with 100% principal forgiveness.
- b. SAHM Decentralized projects are listed for multiple phases (planning, design, and construction). Loan agreements for SAHM projects will include conditions that require:
- the approval of a facilities plan that meets both CWSRF requirements and additional SAHM requirements (e.g., documentation that the community was impacted by Hurricane Helene or Milton and that the proposed project meets SAHM eligibility requirements) before any design funds may be released, and
 - the approval of a facilities plan and plans & specifications that meet both CWSRF requirements and additional SAHM requirements before any construction funds may be released.
- Sponsors are at risk of losing funding if they proceed with a project prior to receiving SRF approval of project planning, design, and procurement.
- c. Projects are to be completed in a timely and expeditious fashion. It is anticipated that all activities must be completed by December 15, 2031, and final reimbursement requests submitted no later than January 31, 2032. Time extensions past the December 15, 2031 deadline may not be granted as the SAHM Capitalization Grant has a defined period of performance.
- The Decentralized SAHM projects are:

APPLICANT	PRIORITY SCORE	SRF PROJECT #	LOAN TYPE	MEETING DATE	APPLICATION DEADLINE	AGREEMENT DEADLINE	FUNDABLE LISTING AMOUNT*	ALLOCATED PRINCIPAL FORGIVENESS**
Hernando County*	540	27016	WW/Plan/Design/Const.	11/12/25	03/12/26	06/10/26	\$ 13,080,900	\$ 13,080,900
Wakulla County*	540	65034	WW/Plan/Design/Const.	11/12/25	03/12/26	06/10/26	\$ 13,080,900	\$ 13,080,900
FGUA - Seven Springs (Riverside Village)*	500	51070	WW/Plan/Design/Const.	11/12/25	03/12/26	06/10/26	\$ 4,388,200	\$ 4,388,200
Everglades City**	490	11096	WW/Plan/Design/Const.	11/12/25	03/12/26	06/10/26	\$ 5,400,000	\$ 5,400,000

TOTAL DECENTRALIZED SAHM PROJECTS = \$35,950,000
TOTAL ALLOCATED PRINCIPAL FORGIVENESS = \$35,950,000

Staff recommends adding these projects to the fundable portion of the SFY 2026 project priority list for the amounts as shown.

†For SAHM decentralized funds, an eligible project is an otherwise CWSRF-eligible project for the planning, design, or construction of a project to connect homes served by decentralized wastewater treatment systems to centralized wastewater treatment systems. Installation/construction of collection system components and equipment in the public right of way is eligible. Work on private property is not eligible.

* - Financially Disadvantaged Community

** - Small Disadvantaged Community

- 2.) Pursuant to Rule 62-503.300(1)(f), F.A.C., projects being added to the list in Issue 1 above whose project costs exceed the \$13,080,900 sponsor cap will be placed on the waiting portion of the project priority list for the unfunded amount. These projects are:

APPLICANT	PRIORITY SCORE	SRF PROJECT #	LOAN TYPE	MEETING DATE	UNFUNDED COSTS
Hernando County*	540	27016	WW/Plan/Design/Const.	11/12/25	\$ 13,484,100
Wakulla County*	540	65034	WW/Plan/Design/Const.	11/12/25	\$ 2,534,171
Cape Coral*	480	36016	WW/Plan/Design/Const.	11/12/25	\$ 62,476,700
FGUA - Flagler Co. (Favoretta)	480	18083	WW/Plan/Design/Const.	11/12/25	\$ 17,386,923
FGUA - North Fort Myers*	480	3608D	WW/Plan/Design/Const.	11/12/25	\$ 10,200,000
Fort Myers*	480	3604L	WW/Plan/Design/Const.	11/12/25	\$ 6,000,000
Okeechobee Utility Authority*	480	47014	WW/Plan/Design/Const.	11/12/25	\$ 7,778,280
Polk County*	480	5316C	WW/Plan/Design/Const.	11/12/25	\$ 7,206,000
Punta Gorda	480	08036	WW/Plan/Design/Const.	11/12/25	\$ 14,036,000
Putnam County*	480	54060	WW/Plan/Design/Const.	11/12/25	\$ 54,615,795
Sarasota County	480	58035	WW/Plan/Design/Const.	11/12/25	\$ 67,999,529
Zephyrhills*	480	51056	WW/Plan/Design/Const.	11/12/25	\$ 5,667,045
Archer**	464	01036	WW/Plan/Design/Const.	11/12/25	\$ 38,460,000
Midway**	464	20061	WW/Plan/Design/Const.	11/12/25	\$ 23,182,420
Gretna**	463	20034	WW/Plan/Design/Const.	11/12/25	\$ 7,678,429
Howey-in-the-Hills	450	35024	WW/Plan/Design/Const.	11/12/25	\$ 22,759,200
Newberry**	450	01083	WW/Plan/Design/Const.	11/12/25	\$ 3,262,500
Big Bend Water Authority**	412	15056	WW/Plan/Design/Const.	11/12/25	\$ 2,944,000
Perry**	412	6202A	WW/Plan/Design/Const.	11/12/25	\$ 7,350,000
Micanopy**	410	01063	WW/Plan/Design/Const.	11/12/25	\$ 8,887,050
Lake Clarke Shores	400	01172	WW/Plan/Design/Const.	11/12/25	\$ 10,375,000

WAITING PORTION TOTAL = \$ 394,283,142

†For SAHM decentralized funds, an eligible project is an otherwise CWSRF-eligible project for the planning, design, or construction of a project to connect homes served by decentralized wastewater treatment systems to centralized wastewater treatment systems. Installation/construction of collection system components and equipment in the public right of way is eligible. Work on private property is not eligible.

* - Financially Disadvantaged Community

** - Small Disadvantaged Community

3.)

Decentralized SAHM Funding
SOURCE OF FUNDS

FEDERAL FUNDS

FFY 2025 SAHM Decentralized Capitalization Grant for Projects \$ 35,950,000

TOTAL FUNDS AVAILABLE \$ **35,950,000**

USE OF FUNDS

SAHM Projects on the SFY 2026 Priority List (Forgivable Loan) \$35,950,000

TOTAL FUNDS OBLIGATED **\$35,950,000**

BALANCE OF LOAN FUNDS for PROJECTS = \$ -

Exhibit F: Affected Parties

Contact Name	Organization	Contact Title	Email Address
Samantha Abell	Gulf Breeze	City Manager	SABell@gulfbreezefl.gov
Leylah Saavedra	Pegasus Engineering	Sr. Project Engineer	leylah@pegasusengineering.net
John Carlson	FGUA	Capital Program Mgr	john.carlson@fgua.com
Bill Lynch	Jones Edmunds	Sr. Consultant	BLynch@jonesedmunds.com
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Scott Breitenstein	CPH Consulting	Division Manager	sbreitenstein@cphcorp.com
Ralph Hammond	Springfield	Mayor	rhammond@springfield.fl.gov
Tommy Pitts	Mott McDonald	Project Manager	tommy.pitts@mottmac.com
Rachel Weeks	Waccasassa Water	Chair	rachelfweeks@gmail.com
Robert Beltran	Dewberry	VP	rbeltran@dewberry.com
Michael Stripling	Davenport	Utilities Director	mstripling@mydavenport.org
Roger Homann	Pennoni Associates	Project Manager	rhomann@pennoni.com
Annamarie Reno	Mascotte	City Manager	Annamarie.reno@cityofmascotte.com
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Tami Ray	Woodard & Curran		TRay@woodardcurran.com
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Manny Perez	Arcadia	George Young	mperez@georgeyoung.com
Sarah Jones	Bartow	Grant Administrator	salbert.pw@cityofbartow.net
Lee Hale	Bartow	Hale Innovation	lee@haleinnovation.com
Pamela Durrance	Bowling Green	City Manager	citymanager@bowlinggreenflorida.org
Roger Homann	Bowling Green	Pennoni & Associates, Inc	Rhomann@Pennoni.com
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Morgan French	Bradenton	Woodard & Curran	mfrench@woodardcurran.com
Dustin Vost	Bunnell	Infrastructure Director	dvost@bunnellcity.us
Carlin Gonzalez	Bunnell	CPH Consulting LLC	carlingonzalez@cphcorp.com
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John Driggers	Cross City	City Manager	CityManager@townofcrosscity.com
Angie Bush	Cross City		Angie@townofcrosscity.com
Michael Chase	Cross City	Florida Rural Water Assoc	Mike.chase@frwa.net
Mia Fink	Crystal River	City Clerk	Mfink@CrystalRiverfl.org
Alan Garri	Crystal River	Kimley Horn & Assc.	alan.garri@kimley-horn.com
Marieke Van Erven	Dade City	City Manager	mvanerven@dadecityfl.com
Thomas Ville	Dade City	Infrastructure Engineering	tvill@ieg.engineering
Michael Stripling	Davenport	Utilities director	mstripling@mydavenport.org
Roger Homann	Davenport	Pennoni & Associates, Inc	Rhomann@Pennoni.com
Eric Smith	Daytona Beach	Deputy Utilities Director	SmithEric@daytonabeach.gov
Jim Ailes	Deland	Utilities director	AilesJ@deland.org
Sheryl Parsons	Deland	Mead Hunt	Sheryl.Parsons@meadhunt.com
Thomas Earnharth	Eagle Lake	City Manager	ternharth@eaglelakefl.gov
Roger Homann	Eagle Lake	Pennoni & Associates, Inc	Rhomann@Pennoni.com
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Lisa Kelley	Apalachicola	Dewberry Engineers	lkelly@dewberry.com
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Morgan French	Clewiston	Woodard & Curran	mfrench@woodardcurran.com
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Billy Fuentes	Eastpoint	Administrator	billy@ewsdf.com
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Amir Zafar	El JoBean	Ardurra	azafar@ardurra.com
Doris Hastings	Fairwinds	President	dhastings616@comcast.net
Peyton Piotrowski	Fairwinds	FRWA	peyton.piotrowski@frwa.net
Will Fontaine	FGUA Peace River Heights	Utilities Director	Will.Fontaine@fgua.com
Amy Wheeler	Fort Meade	Asst. City Manager	awheeler@cityoffortmeade.com
Amir Zafar	Fort Meade	Ardurra	azafar@ardurra.com
Jason Sciandra	Fort Myers	Public Utilities Engineer	jsciandra@fortmyers.gov
Sheryl Parsons	Fort Myers	Mead Hunt	Sheryl.Parsons@meadhunt.com
Robb Dicus	Fruitland Park	Public Works Director	rdicus@fruitlandpark.org
Troy Mitchell	Fruitland Park	Half Associates	mscullion@half.com
Antonio Jefferson	Gretna	City Manager	Ajefferson@mygretna.com
Gary Godwin	Hamilton County	County Coordinator	coordinator@hamiltoncountyfl.com
Kellan Bailey	Hamilton County	North Florida Professional	kbailey@nfps.net
Jeremy Marshall	High Springs	City Manager	jmarshall@highsprings.gov
Morgan French	High Springs	Woodard & Curran	mfrench@woodardcurran.com
Joseph Grusauskas	Holly Hill	Public Works Director	jgrusauskas@hollyhillfl.org
Sheryl Parsons	Holly Hill	Mead Hunt	Sheryl.Parsons@meadhunt.com
Jeff Williams	Horseshoe Beach	Mayor	jwilliams@stellar.net
Kellan Bailey	Horseshoe Beach	North Florida Professional	kbailey@nfps.net
Robert Cushing	Island Water Assoc.	Carollo Engineers	rcushing@carollo.com
Diana Wilson	Island Water Assoc.	General Manager	diana@islandwater.com
Julie Wilkins	LaBelle	Mayor	JulieWilkins@citylabelle.com
Morgan French	LaBelle	Woodard & Curran	mfrench@woodardcurran.com
Brittney Sandoval	Lake Hamilton	Town Administrator	Brittney@townoflakehamilton.com
Steven Elias	Lake Hamilton	Pennoni & Associates, Inc.	selias@pennoni.com
Daniel Magro	Lake Region Mobile Home	Aclus Engineering	daniel.magro@acluseng.com
Carla Byers	Lake Region Mobile Home	President	president@lakeregionvillage.com
Laura Baumgarner	Manatee County	Carollo Engineers	lbaumberger@carollo.com
Jim Renneberg	Manatee County	Chief Utilities Engineer	jim.renneberg@mymanatee.org
Patrick Shea	Manatee County	Utilities Director	patrick.shea@mymanatee.org
Annamarie Reno	Mascotte	City Manager	annamarie.reno@cityofmascotte.com
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Morgan French	Micanopy	Woodard & Curran	mfrench@woodardcurran.com
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Amir Zafar	Perry	Ardurra	azafar@ardurra.com
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Kristen Simeone	Punta Gorda	Finance Director	Ksimeone@cityofpuntagordafl.com
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Will Plazewski	San Antonio	Water Clerk	waterclerk@sanantonioflorida.org
Seth Green	Sopchoppy	Director of Public Works	seth.green@sopchoppy.org
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Morgan French	Starke	Woodard & Curran	mfrench@woodardcurran.com
Diann Jones	Suwanee Water and Sew	General Manager	djones@suwanneewater.com
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Morgan French	Tavares	Woodard & Curran	mfrench@woodardcurran.com
Courtney Valentine	Taylor Coast Water & Sew	District Manager	staff@tcwsd.org
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Vaughan Nilson	Umatilla	Public Works Director	vnilson@umatillafl.org
Robert Beltran	Waccasassa Water and V	Dewberry Engineers	rbeltran@dewberry.com
Trevor Burch	Wakulla County	Dewberry Engineers	tburch@dewberry.com



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date

Tuesday, February 24, 2026

Agenda Item Name

Ordinance No. 2026-012 *Intro*
Vacate ROW Amendment

Requested Action

Approve Ordinance No.2026-012.

Staff Report

The City, as the applicant, is requesting an amendment to Ordinance No. 2025-016 that vacated a portion of the Short Street right-of-way. The 0.29 +/- acres of right-of-way is located north of SR 50 and east of 12th Street, within the Downtown Clermont area. Carroll Street was realigned as part of the Community Benefit agreement with the Lumberyard project.

On June 10, 2025, the City Council previously approved a petition to close the same portion of Short Street. However, it has been brought to the attention of staff that the legal description that was provided in Ordinance No. 2025-016 did not specify a detailed enough description of the portion of Right-of-Way that was being vacated for the Lake County Property Appraiser's Office acknowledgment. In order to correct the legal description for the right -of-way to be closed, staff is presenting the petition again with the understanding that the updated legal description would help finalize the previous approval with the Property Appraiser's Office.



Staff recommends approval of Ordinance 2026-012, which repeals and replaces Ordinance 2025-016 with a more detailed legal description.

Additional Analysis

Fiscal Impact Summary

None.

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

1. Ord 2026-012 Short Street ROW Vacation

Ord 2026-012 Short Street ROW Vacation

2.	(02.09.2026) Short Street 2026-012 Legal Ad	(02.09.2026).pdf Short Street 2026-012 Legal Ad.pdf
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CITY OF CLERMONT
ORDINANCE NO. 2026-012

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, CLOSING AND PERMANENTLY ABANDONING A PORTION OF SHORT STREET RIGHT OF WAY, JOHNSON'S REPLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGE 71, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS BELOW; THIS ORDINANCE WILL REPEAL AND REPLACE ORDINANCE NO. 2025-016 DUE TO REVISED LEGAL DESCRIPTION. PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the City Council of Clermont, Florida approved a petition for Right-of-Way closure on June 10, 2025; and

WHEREAS, the Property Appraiser of Lake County, Florida requested a legal description that would give a more detailed description of the portion of Right-of-Way that was being vacated; and

WHEREAS, the city as the applicant has requested an amendment to Ordinance No. 2025-016 to specify the exact location of the Right-of-Way that was approved to be closed; and

WHEREAS, the City Council reviewed the amendment to the petition, and any comments, favorable or unfavorable, from the public and surrounding property owners at a Public Hearing duly advertised; and

NOW THEREFORE, BE IT RESOLVED AND ENACTED by the City Council of the City of Clermont, Lake County, Florida that:

SECTION 1: LEGAL DESCRIPTION

60 FOOT RIGHT-OF-WAY SECTION OF SHORT STREET AS INDICATED ON JOHNSON'S REPLAT, PB 8 PG 71, MORE PARTICULARLY DESCRIBED AS:

THE BOUNDED AREA OF THE 60 FOOT RIGHT-OF-WAY SECTION OF SHORT STREET STARTING AT A POINT OF BEGINNING (POB) COMMENCING AT THE SOUTHEAST CORNER OF LOT 14, BLK 115 AND RUNNING NORTHWEST ALONG SHORT STREET ALONG THE SOUTHERN BOUNDARY OF LOTS 15, 16, 17, AND 18, BLK 115 TO THE SOUTHWEST CORNER OF LOT 18; 262 FEET; TRANSVERSE ACROSS THE 60 FOOT RIGHT-OF-WAY OF SHORT STREET TO THE NORTHEAST CORNER OF LOT 1, BLK 118 AND RUNNING SOUTHEASTERLY ALONG SHORT STREET RIGHT-OF-WAY TO THE SOUTHEAST CORNER OF LOT 2, BLK 118; 147 FEET AND THEN TRANSVERSE ACROSS THE 60 FOOT RIGHT-OF-WAY OF SHORT STREET EASTWARD TO THE POB, SOUTHEAST CORNER OF LOT 14, BLK 115.

**CITY OF CLERMONT
ORDINANCE NO. 2026-012**



SECTION 2: AUTHORITY

This ordinance will repeal and replace Ordinance No. 2025-016 due to the revised legal description. The Vacated Parcel is hereby closed and vacated by the City of Clermont. The closing is done pursuant to the authority of the Charter of the City of Clermont, Lake County, Florida and the general laws of the State of Florida.

SECTION 3: CONFLICT

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

SECTION 4: SEVERABILITY

Should any Section or part of 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. 2026-012

SECTION 5: ADMINISTRATIVE CORRECTION

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

SECTION 6: RECORDIN

This Ordinance shall be recorded in the Public Records of Lake County, Florida. Recording fees will be at the expense of the applicant.

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. 2026-012

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 10th day of March, 2026.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Christian W. Waugh, City Attorney



Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City of Clermont - LEGALS Po Box 120219 Clermont FL 34712-0219
Contact Name:	City of Clermont
Contact Phone:	352.394.4081
Contact Email:	
PO Number:	

Date:	02/09/2026
Order Number:	12061555
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	83.0000
Height in Inches:	6.8700

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	02/23/2026 - 02/23/2026	Public Notices
LEE dailycommercial.com	1	02/23/2026 - 02/23/2026	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	\$133.14
Tax Amount	\$0.00
Service Fee 3.99%	\$5.31
Cash/Check/ACH Discount	-\$5.31
Payment Amount by Cash/Check/ACH	\$133.14
Payment Amount by Credit Card	\$138.45

Order Confirmation Amount	\$133.14
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Ad Preview

LEGAL NOTICE

On Tuesday, March 10, 2026 at 3:00 PM the Clermont City Council will consider the enactment of the following proposed ordinance.

ORDINANCE NO. 2026-012

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, CLOSING AND PERMANENTLY ABANDONING A PORTION OF SHORT STREET RIGHT OF WAY, JOHNSON'S REPLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGE 71, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS BELOW; THIS ORDINANCE WILL REPEAL AND REPLACE ORDINANCE NO. 2025-016 DUE TO REVISED LEGAL DESCRIPTION. PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND EFFECTIVE DATE.

LEGAL DESCRIPTION

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All public meetings will be held in the Clermont City Hall, Council Chambers, located at 685 W. Montrose Street, Clermont, FL 34711.

This Ordinance is available for public inspection in the Development Services Department, Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.

All interested parties will be given an opportunity to express their views on this matter.

Please be advised that under State law, if you should decide to appeal a decision made with respect to this matter, you may need a record of the proceedings, and may need to ensure that a verbatim record is made. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC
City Clerk

12061555 2/23/2026