CITY OF CLERMONT
COUNCIL MEETING AGENDA
6:30 PM, Tuesday, May 22, 2018

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 changed by the Mayor. Thank you for participating in your City Government.

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PROCLAMATION

Men's Health Month
Honoring Pur Clinic Drs. Brahmbatt and Parekatill

ALS Awareness Month

Election

PRESENTATIONS

Fiscal Year 2017 Annual Financial Report

PUBLIC COMMENTS

REPORTS

CONSENT AGENDA

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

Item No. 1 - Meeting Minutes	Consider approval of the April 24, 2018 and May 8, 2018 Regular Council Meeting Minutes.
Item No. 2 - DEP Agreement No. LW670	Consider grant agreement with the State of Florida Department of Environmental Protection Land and Water Conservation Fund in the amount of $200,000 for the Victory Pointe Project.
Item No. 3 - Event and Open Container Request	Consider allowing open containers in the requested area for the City of Clermont 4th of July event at Waterfront Park.
Item No. 4 - Event, Open Container, and Road Closure Request	Consider allowing open containers and road closures for the City of Clermont’s Sips & Salsa inaugural event co-hosted by the South Lake Chamber of Council in downtown Clermont.

CITY OF CLERMONT
COUNCIL MEETING AGENDA
6:30 PM, Tuesday, May 22, 2018

Item No. 5 - Resolution No. 2018-19R	Consider 2019 Florida Division of Cultural Affairs Cultural Facilities Program Grant application request in the amount of $500,000 for the Meet us in the Middle project.

UNFINISHED BUSINESS

Item No. 6 - Ordinance No. 2018-20 *Final*	Consider ordinance to amend Chapter 54, Street, Sidewalk and Other Public Places, Article IV Special Events.

NEW BUSINESS

Item No. 7 - Resolution No. 2018-11 *Table to June 26, 2018*	Consider a Conditional Use Permit to allow a 3,000 square foot convenience store with 8 fueling islands and 16 pump stations located at the southwest corner of State Road 50 and East Ave.
Item No. 8 - Resolution No. 2018-12 *Fifty West Realty*	Consider a Conditional Use Permit to allow for a professional office building to occupy more than 20,000 sq.ft. for a vacant parcel located on the north side of State Road 50 between Toyota of Clermont and Don Mealey Chevrolet.
Item No. 9 - Variance Request *Fifty West Realty*	Consider variance requests to allow a five foot landscape buffer, reduction in parking, compact spaces, elimination of wheel stops and have 18 feet deep parking spaces for property located on the north side of SR 50 between Toyota of Clermont and Don Mealey Chevrolet.
Item No. 10 - Variance Request *New Beginnings Greenhouse*	Consider request to eliminate the required sidewalk adjacent to rights-of-way and allow continuation of existing nonconforming landscape buffers for property at 415 Citrus Tower Blvd.
Item No. 11 - Resolution No. 2018-17R	Consider authorizing the issuance of revenue bonds by the Capital Trust Agency in an amount not to exceed $90,000,000 to fund a loan to H-Bay Ministries for the acquisition of Superior Residences of Clermont.

CITY OF CLERMONT
COUNCIL MEETING AGENDA
6:30 PM, Tuesday, May 22, 2018

Item No. 12 - Conceptual Design for Phase 1 of Downtown Waterfront District	Consider approval of Conceptual Design for Phase 1 of Downtown Waterfront District - Osceola & West.

ADJOURN

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.

Any person wishing to appeal any decision made by the City Council at this meeting will need a record of the proceedings. For that purpose, such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. In accordance with the Americans with Disabilities Act (ADA), if any person with a disability defined by the ADA needs special accommodation to participate in this proceeding, then not later than two business days prior to the proceeding he/she should contact Clermont, City Clerk's Office, 352-241-7330.

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.

WHEREAS, educating the public and health care providers about the importance of a healthy lifestyle and early detection of male health problems will result in reducing rates of morality from diseases; and

WHEREAS, fathers who maintain a healthy lifestyle are role models for their children; and

WHEREAS, National Men's Health Week and the Drive for Men's Health is a special campaign to help educate men and their families about the importance of positive health attitudes and preventative health care; and

WHEREAS, the citizens of Clermont are encouraged to increase awareness of the importance of a healthy lifestyle, regular exercise and medical check-ups;

NOW, THEREFORE, be it resolved by virtue of the authority vested in me as Mayor of the City of Clermont, I do hereby proclaim the month of June, 2018 as

Men's Health Month

IN WITNESS WHEREOF, I, Gail L. Ash, Mayor of the City of Clermont, have hereunto set my hand and caused the Seal of the City of Clermont to be affixed this 22nd day of May, two thousand eighteen.

____

Gail L. Ash, Mayor

ATTEST:

____

Tracy Ackroyd Howe, MMC
City Clerk

WHEREAS, Amyotrophic Lateral Sclerosis or ALS is better known as Lou Gehrig's disease; and

WHEREAS, ALS is a fatal neurodegenerative disease that attacks nerve cells in the brain and spinal cord; making even the simplest movements – walking, speaking, gesturing – nearly impossible; and

WHEREAS, approximately 30,000 individuals in the United States are afflicted with ALS at any given time, with 5,000 new cases appearing each year; and

WHEREAS, as ALS progresses the patient experiences difficulty in swallowing, talking, and breathing; and

WHEREAS, ALS strikes people regardless of race, sex, age, or ethnicity; and

WHEREAS, research indicates that military veterans are approximately twice as likely to develop ALS as those who have not served in the military; and

WHEREAS, ALS has no known cause, means of prevention, or cure; and

WHEREAS, Finding the causes of, and cure for, ALS will prevent the disease from robbing hundreds of thousands of Americans of their dignity and lives; and

WHEREAS, a national ALS patient registry, administered by the Centers for Disease Control, is currently identifying cases of ALS in the United States and may become the single largest ALS research project ever created; and

WHEREAS, ALS Awareness Month increases the public's awareness of ALS patients' circumstances and acknowledges the terrible impact this disease has not only on the patient but on his or her family and the community and recognizes the research being done to eradicate this horrible disease; and

WHEREAS, raising public awareness of this disease will facilitate the discovery of a cure, bring much needed dollars for support and services for families dealing with ALS.

NOW, THEREFORE, I, Gail L. Ash, Mayor of the City of Clermont do hereby proclaim the month of May, 2018 as

ALS AWARENESS MONTH

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Clermont to be affixed this 22nd day of May, two thousand and eighteen.

____
Gail L. Ash, Mayor

ATTEST:

____
Tracy Ackroyd Howe, MMC
City Clerk

City of Clermont

Mayor's Proclamation

The General Election of the City of Clermont shall be held on the 6th day of November, 2018, between the hours of 7:00 a.m. and 7:00 p.m. Eastern Standard Time at the Clermont City Center, 620 W. Montrose Street; Kings Ridge Clubhouse, 1900 Kings Ridge Boulevard; Legends Clubhouse, 1690 Legendary Boulevard; Cooper Memorial Library, 2525 Oakley Seaver Drive; Family Christian Center, 2500 S. US Hwy. 27, Summit Greens Clubhouse, 1190 Summit Greens Boulevard; Heritage Hills Clubhouse, 3195 Heritage Hills Boulevard; Clermont Arts and Recreation Center, 3700 S. US Hwy 27; and Clermont Baptist Church, 16115 Old Highway 50. The purpose of this election is to elect:

City Council Member Seat 1	(Two Year Term)
City Council Member Seat 3	(Two Year Term)
City Council Member Seat 5	(Two Year Term)

A primary election will be held on the 28th day of August 2018, if there are more than two candidates who qualify for any one of the above seats.

Election Qualifying begins on Monday, June 18, 2018 at 12:00p.m.
and closes on Friday, June 22, 2018 at 12:00p.m.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Clermont to be affixed on this 22nd day of May 2018.

____
Mayor Gail L. Ash

ATTEST: __________________________
Tracy Ackroyd Howe, City Clerk

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
April 24, 2018

The City Council met in a regular meeting on Tuesday, April 24, 2018 in the Clermont City Council Chambers. Mayor Ash called the meeting to order at 6:30pm with the following Council Members present: Council Members Brishke, Travis, Bates, and Goodgame. Other City officials present were City Manager Gray, City Attorney Mantzaris, and City Clerk Howe.

INVOCATION AND PLEDGE OF ALLEGIANCE

Pastor Juan Rivera gave the invocation followed by the Pledge of Allegiance.

PROCLAMATIONS

Deputy City Clerk Zinker read the Drinking Water Week proclamation aloud. Mayor Ash presented the proclamation to Environmental Services Director Westrick.

PRESENTATIONS

Drop Savers
Environmental Services Office Manager Wooding presented the winners of the Drop Savers Poster Contest.

Second and Third Grade Category:

First place – Armando Hernandez, Clermont Elementary
Second place – Cara Maidhof, Cypress Ridge Elementary
Third place – Kendall Provencher, Lost Lake Elementary
Honorable Mention – Disaya Rose, Cypress Ridge Elementary
Honorable Mention – Juliana Seese, Lost Lake Elementary

Fourth and Fifth Grade Category:

First place – Angela Vidal, Lost Lake Elementary
Second place – Madison Lane, Imagine South Lake Charter
Third place - Lily Avery, Clermont Elementary
Honorable Mention – Caleigh Camarato, Clermont Elementary
Honorable Mention – Gabriella Green, Lost Lake Elementary
Honorable Mention – Claire Garrett, Imagine South Lake Charter

Better Life Worship Food Distribution
Cuqui Whitehead of Better Life Worship Center presented information on their food distribution process. Better Life Worship distributed more than 140,000 pounds of food since January and fed 200 plus families within two hours on April 18, 2018. Mayor Ash stated she participated in the food drive on April 18, 2018 and thanked the church and volunteers for helping the community in need of food.

PUBLIC COMMENTS

Mr. Robert Olsen, 1290 Diane Place, stated they pulled 73 pounds of garbage out of the lake for Earth Day. Mr. Olsen expressed concern with the delay of the lake clean up. City Manager Gray apologized for the delay and stated he would follow up on the matter.

REPORTS

City Manager Gray reported changes to the agenda. Items 12 and 13 requests to be tabled to July 24.

Deputy City Clerk Zinker read Ordinance No. 2018-12 aloud by title only.

> An Ordinance of the City Council 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 a severability clause and providing an effective date.
>
> Council Member Goodgame moved to table Ordinance 2018-12 to July 24, 2018; seconded by Council Member Travis. The motion passed with all members present voting aye.

Deputy City Clerk Zinker read Ordinance No. 2018-13 aloud by title only.

> An Ordinance under the Code of Ordinances of the City of Clermont, Lake County, Florida amending the Official Zoning Map of the City of Clermont referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances; rezoning the real properties described herein as shown below; providing for severability, effective date, and publication.
>
> Council Member Goodgame moved to table Ordinance 2018-13 to July 24, 2018; seconded by Council Member Bates. The motion passed with all members present voting aye.

City Manager Gray further reported the County held meetings regarding EMS. The ambulance previously housed at Fire Station 2 moved to Lakeshore 109. He met with County Manager Cole and Commissioner Parks at today's County Commission meeting where it was agreed they will move the ambulance from Lakeshore 109 to the City's Arts and Recreation Facility during the day however, their sleeping quarters will still be at Lakeshore. In the meantime, the City will continue to work on a long term solution to house the ambulance within the city limits.

City Attorney Mantzaris – No report.

Council Member Bates – No report.

Council Member Goodgame reported he attended the Lake Symphony concert at Family Christian Center and 1976 music at the Performing Arts Center. On Thursday, at a Chamber of Commerce awards dinner at Bella Collina, the Chamber of Commerce recognized John Moore as Citizen of the Year. The Fire Department had a Push-In for their new fire truck.

Council Member Brishke reported she attended the South Lake Awards Gala on April 18 and on April 20 the Chamber of Commerce monthly breakfast. During deliberation over the boat ramp concept at the previous Council meeting, she expressed safety concerns regarding the boat ramp. As staff was unable to answer several of the Council's questions she and another Council Member stated they were not ready to render a decision without more information. She stated it was her belief that this Council is a team and should be professional and courteous when rendering decisions. In order to make the best decisions for the City, the Council should be as informed as possible. She further intends to ensure that any safety issues which are uncovered will be mitigated appropriately.

Council Member Travis reported she just returned from Peru. On May 16, the City is having the annual Ride of Silence at Waterfront Park. It is held on the same day at the same time across the world to honor those who have been hurt or killed.

Mayor Ash reported on April 12 she attended the Better Life Worship Center's food distribution event. On April 14, she was at the ribbon cutting for the American Legion Post. Police Chief Broadway and members of the downtown partnership joined the veterans at the event. On the evening of April 14, she attended the Imagine Charter School awards gala at the City Center wherein Officer Draper received the schools' first ever Warrior Award. On April 16, she attended the first session of the Employee's Academy and spoke about her job as Mayor. On the April 18, she was at Mission Inn along with staff for the South Lake Business Award Gala. John Moore, who is President of South Lake Hospital and Vice President of Orlando Health, received the Citizen of the Year award. The City of Clermont received the Best Event award for Light Up Clermont. On April 19, she welcomed runners for the 35th annual Law Enforcement Special Olympics Torch Run. On the evening of April 19, she attended the Fire Department Promotion Ceremony where they acknowledged new personnel and promotions. The morning of April 20 she attended the second class of the Employee's Academy at the Police Department. Later that day she was at the boat house on Lake Minneola to christen a new boat for the Lake County rowing youth team. On April 21 she held her monthly coffee and conversation at the Urban Attic on 8th Street. Early in the morning on April 23 she was at Fire Station 2 with Council Member Goodgame for the Push-In ceremony. Later that day, she attended the ribbon cutting for the new Citrus Hearing Center on 7th Street.

CONSENT AGENDA

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

Item No. 1 – Meeting Minutes

Consider approval of the April 10, 2018 Regular Council Meeting Minutes.

Item No. 2 – Replat Approval
Highland Ranch Canyons Phase 5

A new replat is being requested to correct the improperly recorded original plat. The reviewing engineer and City engineer have reviewed the replat.

Item No. 3 – Proposal Award	Consider award to GAI Consultants, Inc.; Keith & Schnars, P.A.; Booth, Ern, Straughan & Hiott, Inc.; and Toole Design Group, LLC. for professional engineering services for downtown-waterfront district.
Item No. 4 – Contract Award	Consider request to piggyback the City of Cocoa contract with Danella Construction Corporation of Florida, Inc. to provide construction, installation, equipment and material supply, system design, maintenance and repair services for the ongoing fiber conduit installation throughout the City in the budgeted amount of $100,000.
Item No. 5 – Change Order and Budget Amendment	Consider change order 2 to the Victory Pointe construction contract with Oelrich Construction, Inc. and a budget amendment to the Capital Projects Fund and Stormwater Fund in the amount of $229,217.87.
Item No. 6 – Resolution No. 2018-10	Consider authorizing surplus and a quit claim of city property (27.9 square feet) to VP Development Enterprises.
Item No. 7 – Scope of Services	Consider approval of professional engineering services for relocated boat ramp design at Bell Ceramics with BESH Engineering, Inc., in the budgeted amount of $196,149.00
Item No. 8 – First Amendment to the Utility Service Agreement	Consider amended agreement for Dr. Kadra Medical Offices located at the NE corner of Mohawk Road and Citrus Tower Boulevard in Minneola.

Libby Hanna requested to pull item 7 from the Consent Agenda.

> <u>Council Member Goodgame moved to approve the Consent Agenda with the exception of item 7; seconded by Council Member Bates. The motion passed with all members present voting aye.</u>

Libby Hanna, 1251 Fran Mar Court, requested clarification of the process for choosing the engineering firm and recommended public process for the boat ramp subject so as to include the residents. City Manager Gray stated the City went through a public process in 2013. The engineering firm, BESH, is one of the three firms on a continuing contract with the City which allows the City to forego bidding on each individual project. The City chose BESH from the others as they have experience with boat ramps. The City will have a series of meetings with the citizens before it goes out to bid or the Council approves.

Council Member Goodgame moved to approve item 7; seconded by Council Member Bates. The motion passed with all members present voting aye.

UNFINISHED BUSINESS

The following three items were heard consecutively and voted on separately.

Item No. 9 – Ordinance No. 2018-06, *Final, Magnolia Center Annexation*

Deputy City Clerk Zinker read Ordinance No. 2018-06 aloud by title only.

> 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 an effective date, severability, recording, and publication.

Item No. 10 – Ordinance No. 2018-07, *Final, Magnolia Center Large Scale Comprehensive Plan Amendment*

Deputy City Clerk Zinker read Ordinance No. 2018-07 aloud by title only.

> 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; providing for the adoption of the Large Scale Comprehensive Plan Amendment; establishing the legal status of the Large Scale Comprehensive Plan Amendment; providing a severability clause and providing an effective date.

Item No. 11 – Ordinance No. 2018-08, *Final, Magnolia Center Rezoning*

Deputy City Clerk Zinker read Ordinance No. 2018-08 aloud by title only.

> An Ordinance under the Code of Ordinances of the City of Clermont, Lake County, Florida amending the Official Zoning Map of the City of Clermont referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances; rezoning the real properties described herein as shown below; providing for severability, effective date, and publication.

Senior Planner Kruse presented the rezoning, annexation and comprehensive plan amendment. Ordinance 2018-06 requests the subject property be annexed into the City. One-half of the property is improved on and is receiving water and sewer services from the City. The remainder of the site is vacant and will be developed. Ordinance 2018-07 was transmitted to the Florida Department of Economic Opportunity and other State agencies for review. The Ordinance will change the Future Land Use to the City's Commercial designation. No objections or comments were received from the State agencies. Ordinance 2018-08 requests to rezone the property to a Planned Unit Development with C1 light commercial and C2 general commercial changes. Staff recommended approval of Ordinance 2018-06, Ordinance 2018-07, and Ordinance 2018-08.

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

Council Member Travis expressed concern with this property meeting the City's code. City Manager Gray replied the property meets the City's code as the property has a Utility Agreement with the City.

> Council Member Bates moved to approve Ordinance 2018-06; seconded by Council Member Goodgame. This motion passed 5 to 0 with a roll call vote.

> Council Member Bates moved to approve Ordinance 2018-07; seconded by Council Member Goodgame. This motion passed 5 to 0 with a roll call vote.

> Council Member Bates moved approve Ordinance 2018-08; seconded by Council Member Goodgame. This motion passed 5 to 0 with a roll call vote.

The following two items were heard consecutively and voted on separately.

Item No. 14 – Ordinance No. 2018-18, *Final, Victory Pointe, LLC Comprehensive Plan Amendment*

Deputy City Clerk Zinker read Ordinance No. 2018-18 aloud by title only.

> An Ordinance of the City Council 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 a severability clause and providing an effective date.

Item No. 15 – Ordinance No. 2018-19, *Final, Victory Pointe, LLC Rezoning*

Deputy City Clerk Zinker read Ordinance No. 2018-19 aloud by title only.

> An Ordinance under the Code of Ordinances of the City of Clermont, Lake County, Florida amending the Official Zoning Map of the City of Clermont referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances; rezoning the real properties described herein as shown below; providing for severability, effective date, and publication.

Economic Development Director Schmidt provided information in regards to critical components of the Master Plan and the similarities of those critical components to this request.

Senior Planner Kruse presented applicant's request for comprehensive plan amendment and rezoning. Ordinance 2018-18 changes the future land use to Downtown Mixed Use. This property conjoins the City's Victory Pointe Project and is contiguous on two sides with the Downtown Mixed Use Future Land Use. Ordinance 2018-19 changes the zoning of the subject property to Planned Unit Development. The applicant would like to construct approximately 17 single family condominiums. The project will help to maximize the number of people coming downtown. The applicant has provided a conceptual site plan by Germana Engineering & Associates. The project will consist of a four story building of up to 17 units and is for residential use only. The applicant is requesting a cut and fill of up to 15 feet and a retaining wall height of up to 10 feet. Staff recommends approval of Ordinance 2018-18 and Ordinance 2018-19.

Mark Graff, applicant, 1944 Brantley Circle, presented current pictures of properties on Montrose Street. Once approval is received, construction drawings will be drafted at which point the project will go out for bidding and then go through presale.

Mayor Ash opened the public hearing.

Cuqui Whitehead, 700 Hooks Street, expressed support for the project.

Michelle Pines, 1430 15th Street, conveyed support for the project, but concerned with the information provided within the agenda packet.

Steve Hanna, 1251 Fran Mar Court, expressed support for the project.

Jayson Stringfellow, 1455 W. Lakeshore Drive, commented the project creates a circular economic engine and sustainability and expressed support for the project.

Mayor Ash closed the public hearing.

Economic Development Director Schmidt clarified any project consisting of over 25 units per acre requires a staff report. Even though the project is not over 25 units per acre, the staff did perform a staff report on this project wherein the project was found to be compatible with the adjacent residential area. Senior Planner Kruse stated the Lake County Property Appraiser's website has a disclaimer for people to get further official data on property information provided by the website. The City received official surveys and included in the Ordinance that the applicant cannot go over 25 units per acre.

Council Member Goodgame requested clarification regarding the parking request. Mr. Graff replied the parking garage has 3 spaces constrained by a column causing them to be eight feet wide as opposed to the rest of the spaces which are nine feet wide. However, all of the parking behind the structure will be ten feet by twenty feet. There will be one parking space for each unit in the parking garage as well as one parking space for each unit behind the structure.

Council Member Travis expressed love for the project, but dislike towards the façade. The Council received a letter from a local resident which points out the area of the property is the City's historic area and as such hopes the façade would fit more into the historic downtown. City Attorney Mantzaris clarified the Council is not voting tonight on what the project would look like, but the information and design of the project is contained within the application presented before the Council. As a result, the project would have to be built in substantial accordance with what is presented in the application if approved.

Council Member Bates agreed with Council Member Travis' comments regarding the façade.

Council Member Travis requested a façade of cobble over the concrete. Mr. Graff stated he believed there should be some variety in the looks of the buildings built in downtown Clermont.

Council Member Brishke inquired of the elevations and facades for new businesses coming into downtown. Economic Development Director Schmidt stated the buildings downtown are a mix. The cabanas are a key west style while additional commercial projects coming to the area will have a mix of stucco and brick faux. There is an eclectic mix of style forming in the downtown. The City does have a Downtown Architectural and Design Standards which prohibit certain colors and styles. The standards are dated from 2010 and are in need of updating.

Council Member Bates moved to approve Ordinance 2018-18 with the applicant taking suggestions into consideration; seconded by Council Member Goodgame. This motion passed 5 to 0 with a roll call vote.

Council Member Bates moved to approve Ordinance 2018-19; seconded by Council Member Goodgame. This motion passed 5 to 0 with a roll call vote.

The following four items were heard consecutively and voted on separately.

Item No. 16 – Ordinance No. 2018-15, *Final, Goodman Commerce Center Annexation*

Deputy City Clerk Zinker read Ordinance No. 2018-15 aloud by title only.

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.

Item No. 17 – Ordinance No. 2018-16, *Final, Goodman Comprehensive Plan Amendment*

Deputy City Clerk Zinker read Ordinance No. 2018-16 aloud by title only.

An Ordinance of the City Council 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 a severability clause and providing an effective date.

Item No. 18 – Ordinance No. 2018-17, *Final, Goodman Commerce Center Rezoning*

Deputy City Clerk Zinker read Ordinance No. 2018-17 aloud by title only.

An Ordinance under the Code of Ordinances of the City of Clermont, Lake County, Florida amending the Official Zoning Map of the City of Clermont referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances; rezoning the real properties described herein as shown below; providing for severability, effective date, and publication.

NEW BUSINESS

Item No. 19 – Resolution No. 2018-08, *Goodman Commerce*

Deputy City Clerk Zinker read Resolution No. 2018-08 aloud by title only.

A Resolution of the City Council of the City of Clermont, Lake County, Florida, granting 20,000 square feet of floor space with a total floor area greater than 100,000 square feet.

Development Services Director Henschel presented the request for voluntary annexation, small scale comprehensive plan amendment, rezoning, and a Conditional Use Permit. The subject property is located on Hancock Road and Trade Avenue, contiguous to City boundaries, and is within the City's utility service area. The request is to allow two buildings that occupy more than 20,000 square feet of floor space and to allow a total floor area greater than 100,000 square feet. The comprehensive plan amendment would change the Future Land Use to City Industrial Designation. The rezoning would change the zoning of the subject property to City of Clermont M-1 Industrial zoning classification. The Conditional Use Permits will allow for a total of 107,400 square feet. The project will comply with the Land Development Regulations for M-1 Industrial zoning and meet the City's Architectural Standards. Additional dedication of right-of-way for Hancock Road will be required by applicant and no outside storage will be permitted. Staff recommended approval of Ordinance 2018-15, Ordinance 2018-16, Ordinance 2018-17 and Resolution 2018-08.

Eric Lagassey, LINN Engineering, representing the applicant, was present to answer any questions.

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

Council Member Goodgame expressed concern regarding the architectural design materials. Eric Lagassey stated he was unsure of the type of building materials to be used. The truck area will be dock high with a turning radius of 120 feet and a concrete loading area.

Council Member Brishke inquired as to the number of occupants. Eric Lagassey replied the tenants are not known at this time and could be more than two.

Council Member Goodgame expressed concern regarding the proximity to a residential area. City Manager Gray noted the subject property is already zoned for industrial use and the building will have a façade on the side which faces Hancock. Economic Development Director Schmidt commented the number one critical need in Clermont is for flex and warehouse space. The greatest challenge has been having no one to build such a space. This will also create employment opportunities for Clermont.

Council Member Bates expressed concern regarding traffic. City Manager Gray stated there would be a portion of the property along the right-of-way dedicated for future expansion.

Council Member Goodgame expressed desire for turning lanes on Hancock to help alleviate traffic issues. Development Services Director Henschel stated the County has agreed to work with turning lanes for the development if 25-foot right-of-way is provided.

Dale Ladd,1135 East Avenue, owner, stated the subject property is already zoned for this type of project and would be able to do this project within the County. Mr. Ladd also has a developer's agreement to acquire sewer and water services for the property. However, Mr. Ladd wants to annex the property into the city so the City can have more control over the property. This project will generate far less traffic than anything else that can go there as the property is zoned for industrial use rather than commercial use.

> <u>Council Member Travis moved to approve Ordinance 2018-15; seconded by Council Member Brishke. This motion passed 5 to 0 with a roll call vote.</u>

> <u>Council Member Travis moved to approve Ordinance 2018-16; seconded by Council Member Brishke. This motion passed 5 to 0 with a roll call vote.</u>

> <u>Council Member Travis moved to approve Ordinance 2018-17; seconded by Council Member Brishke. This motion passed 5 to 0 with a roll call vote.</u>

Council Member Travis moved to approve Resolution 2018-08; seconded by Council Member Brishke. This motion passed with all members present voting aye.

Item No. 20 – Variance Request, *McTurk*

Development Services Director Henschel presented the variance request to allow a rear yard setback less than five feet to allow for the construction of a swimming pool. Staff recommended approval of the variance request.

Paul McTurk, applicant, brought and presented to Council concept images of the pool to be constructed.

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

Mayor Ash expressed concern for the proximity of property to the golf course and the level of the golf course.

The applicant clarified there is no slope between the golf course and his property and there will also be a retaining wall constructed between the pool and golf course as illustrated in the concept.

Council Member Bates moved to approve the variance request; seconded by Council Member Goodgame. This motion passed with all members present voting aye.

Item No. 21 – Variance Request, *VP Skytop*

Senior Planner Kruse presented the variance request to the parking requirements to allow for 22 parking spaces off site for property located on Montrose Street. The property owner would like to construct an additional building on the property and maximize the development potential in downtown. Staff recommended approval of the variance request.

Patrick Bianchi, 752 W. Montrose Street, applicant, stated he is attempting to create a destination point for downtown by having a high end establishment.

Mayor Ash opened the public hearing.

Sharyn Dickerson, 180 Stutter Drive, expressed concern for parking along Montrose Street.

Mark Graff, 1944 Brantley Circle, expressed support for the variance.

Keith Mullins, 640 Drew Avenue, inquired about building a parking ramp to handle the parking issues.

Jim Hanks, 757 W. Montrose Street, expressed concern for parking.

Brian Wambold, 1436 Muir Circle, expressed support for the project.

Jayson Stringfellow 1455 W. Lakeshore drive, expressed support for the variance.

Mayor Ash closed the public hearing.

Economic Development Director Schmidt stated the property is private property so users should not be parking on this property. Part of the Master Plan streetscapes will be adding parking spaces throughout downtown with 60 spaces being added to West Avenue alone.

City Manager Gray clarified the Master Plan did allow for the building of a parking structure. One of the items on the consent agenda was to start the designing of the parking structure.

> Council Member Bates moved to approve the variance request; seconded by Council Member Travis. This motion passed with all members present voting aye.

ADJOURN: With no further comments, this meeting adjourned at 8:52 pm.

APPROVED:

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
May 08, 2018

The City Council met in a regular meeting on Tuesday, May 8, 2018 in the Clermont City Council Chambers. Mayor Ash called the meeting to order at 6:30pm with the following Council Members present: Council Members Brishke, Travis, Bates, and Goodgame. Other City officials present were City Manager Gray, City Attorney Mantzaris, and City Clerk Howe.

INVOCATION AND PLEDGE OF ALLEGIANCE

Pastor Chris Walker gave the invocation followed by the Pledge of Allegiance.

PROCLAMATIONS

City Clerk Howe read the Women's Lung Health Week proclamation aloud. Mayor Ash presented the proclamation to Nellie Singh as representative of the American Lung Association.

City Clerk Howe read the Motorcycle Safety proclamation aloud. Mayor Ash presented the proclamation to Bruce Suther.

City Clerk Howe read the Water Reuse Week proclamation aloud. Mayor Ash presented the proclamation to Environmental Services Director Westrick.

City Clerk Howe read the National Bicycle Month proclamation aloud. Mayor Ash presented the proclamation to Roman Brana.

PRESENTATIONS

Quilts to Books
The students of Ms. Starr Olson from Cypress Ridge Elementary School read a presentation on their project and presented examples of the quilts they made.

Legislative Update
Chris Carmody, Attorney with Gray Robinson, provided an update of the legislative session that ended March 11, 2018. The Senate met on a Saturday to pass a bill to raise the age limit of purchasing of all firearms and mandate a 3-day waiting period for purchase of all firearms due to the Parkland tragedy. The Coach Guardian program also passed which will allow certain school personnel, if the school board and Sheriff allows and after excessive training, to carry a firearm. Mr. Carmody presented the approved budget. The wi-fi budget was vetoed by the Governor this year, but will try again next year.

City Manager Gray thanked Mr. Carmody and stated Representatives Metz and Stargel put our wi-fi Master Plan project in the budget in both the House and Senate.

PUBLIC COMMENTS

Pat Caracciolo, 9112 Laws Road, thanked Council and staff for their help with Pig on the Pond. Pig on the Pond was able to award four more $10,000 scholarships to local students. Two students from South Lake High School and two students from Lake Mineola High School were award the scholarships. Police Chief Broadway helped narrow the recipients from 60 to 14. Now, there are 18 students receiving scholarships.

Stuart Wilson, President of Caribbean American Association of Lake County, stated on May 19, 2018 the 7th Annual Clermont Caribbean Jerk Festival will take place. The organization is about giving back to the community through scholarships and sponsoring the Lake Steal Orchestra which teaches kids how to play instruments from Trinidad. Also, the organization helps students with their back to school backpacks program.

REPORTS

City Manager Gray reported the Workshop will take place on May 15 at 6:30pm. The new heavy rescue truck purchased for the fire department is in the parking lot this evening. Also, at the last council meeting, Dr. Olson mentioned Lake Hiawatha clean up with concern regarding the dock. The City had to leave the dock alone until receiving the ok to remove it from FEMA. FEMA has given approval to remove the dock and it has been removed. The Victory Pointe ribbon cutting will be on July 27. The Great Fondo Race will be happening on that day. Nancy Stuparich resigned from the CRA board and Patrick Bianchi requested to take her place on the board.

> Council Member Goodgame moved to appoint Patrick Bianchi to the end of December, 2018 ; seconded by Council Member Travis. This motion passed with all members present voting aye.

City Attorney Mantzaris – No report.

Council Member Bates congratulated Chief Broadway on his new position as President of Florida Criminal Justice Executive Institute.

Council Member Goodgame - No report.

Council Member Brishke reported attending her first Lake County Arts and Cultural Alliance meeting wherein they worked on a mission statement.

Council Member Travis reported throwing the first pitch last week for the girl’s Sun Conference. She also rode the first trolley ride in downtown Clermont. She reminded everyone of the Ride of Silence occurring on May 16 at 6:00pm.

Mayor Ash reported on April 26, she attended a forum at the City Center to identify issues on homelessness. Also on April 26, she attended the Employee Academy at Environmental Services. On April 28, she attended the Wounded Officers Initiative dinner at the Performing Arts Center. On April 30, she attended the Employee Academy at City Hall. On May 4, with Council Member Travis and City Manager Gray, she attended the ribbon cutting of the trolley and then took a ride on the trolley around the City. After the trolley ride, she went to Fire Station 1 for the Employee Academy. Then, later that day, she was at the Performing Arts Center for Lake Sumter State College’s commencement ceremony making it the first time it was held in the City of Clermont. On May 5, she welcomed citizens to the Waterfront Festival at the pavilion on Lake Minneola for the 5k run and a dragon boat race. The Waterfront Festival helped to raise money for New Beginnings.

CONSENT AGENDA

Mayor Ash 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 – Surplus Request	Consider declaring end of life inventory as surplus from various departments and dispose of in accordance with the Purchasing Policy.
Item No. 2 – Contract Award	Consider approval to piggyback the Volusia County B.C.C. contract with Ferguson Enterprises, Inc. to provide water and sewer pipes and related materials in the estimated annual budgeted amount of $750,000.
Item No. 3 – Resolution No. 2018-06	Consider approval of Fiscal Year 2018 Quarterly Budget Amendment.
Item No. 4 – Resolution No. 2018-13R	Consider agreement approval regarding easements, improvements, maintenance and cost sharing for the Future Public Works Property with Clermont Commerce Park, LLC.

Council Member Goodgame requested to pull item 3 of the Consent Agenda.

> Council Member Bates moved to approve items 1, 2, and 4 of the Consent Agenda; seconded by Council Member Brishke. The motion passed with all members present voting aye.

Finance Director Van Zile presented the quarterly amendment to the budget wherein the City carries forward the reserves from last year.

Council Member Goodgame inquired if there are sufficient funds to complete the City's projects. City Manager Gray explained if a capital project needs additional funds, the project would be brought back to the City Council and a separate budget amendment would be presented. With this budget amendment, the City is rolling over funds from last year to this year.

> Council Member Bates moved to approve item 3 of the consent agenda; seconded by Council Member Goodgame. The motion passed with all members present voting aye.

NEW BUSINESS

Item No. 5 – Variance Request, *Mazda*

Planning Director Henschel presented the variance request to allow a ground sign to exceed the maximum 10 feet height requirement. The proposed sign exceeds the height requirement by 25 feet. The applicant referenced other auto dealerships which have ground signs that exceed the 10 feet height requirement. These signs were constructed in Lake County and are considered nonconforming to the City of Clermont Sign Code. Staff recommended denial of the variance request.

Jimmy Crawford, Esq., representative of the applicant, requested a sign variance with additional height. The copy area will comply with the City's code but the applicant wishes to raise the height of the sign. Headquarter Honda, Toyota, and Nissan were annexed in with signs which exceed what is allowed under City code. The applicant has offered to eliminate the billboard located on their property at the end of the lease. The applicant is requesting the same size for their sign as the sign constructed at the Toyota dealership. Attorney Crawford noted a safety issue due to a shared driveway as people often miss the entrance, drive by the driveway, and are then forced to turn around where visibility is limited.

Jeronimo Esteve, the applicant, stated the dealership was built in 2008 as the first dealership. The dealership has been involved in the community since it was built in 2008 and would be willing to give up income by removing the billboard in order to acquire the bigger sign.

Attorney Crawford stated staff did not believe it was appropriate to consider the removal of the billboard as a condition however, the Council may take the removal of the billboard into consideration when making the decision.

Mayor Ash opened the public hearing.

Jim Purvis, 4206 Hammersmith Drive, urged Council to consider a compromise of a 25-foot sign in exchange for the removal of the billboard.

Mayor Ash closed the public hearing.

Council Member Bates inquired of the reason for the height requested for the sign. Mr. Esteve stated he hired a consultant to compare similar signs in the City and 35 feet is what Toyota and Nissan has for their signs. Mazda would like to have a similar size sign as it would be more visible.

Council Member Brishke inquired as to the status of the billboard when the lease is up. City Attorney Mantzaris clarified the billboard is non-conforming, but the applicant can renew when the lease is up.

City Attorney Mantzaris stated the applicant is authorized to have a ground sign that is below 10 feet. The sign issue came up previously and the applicant decided to hold off on putting up the smaller sign in order to come back to the Council at a later date for a variance request to construct a larger sign.

Council Member Brishke expressed concern with setting a precedence for future variance requests. Attorney Crawford clarified variances are fact specific and variances are not legally precedential.

Council Member Travis expressed disbelief of a larger sign making a difference for the dealership.

Mayor Ash inquired if the 10-foot sign can be adjusted like the Council did with the Honda dealership to alleviate the issue of people missing the entrance to the dealership. City Attorney Mantzaris clarified the Council is dealing with a variance and to only address the criteria in the code for this request.

Council Member Goodgame proposed, as an alternative, to consider a 25-foot sign rather than a 35-foot sign. Attorney Crawford stated the applicant finds it acceptable to change the request from 35 feet to 25 feet.

> Council Member Goodgame moved to grant a variance of 25 feet conditioned upon the billboard being removed before the 25-foot sign; seconded by Council Member Bates. The motion was denied 3 to 2 with Council Member Travis, Council Member Brishke, and Mayor Ash voting nay.

Council Member Goodgame moved to deny the variance request as submitted; seconded by Council Member Bates. This motion passed with all members present voting aye.

Item No. 6 – Ordinance 2018-20, *Introduction, Special Events*

City Clerk Howe read Ordinance No. 2018-20 aloud by title only.

> An Ordinance of the Code of Ordinances of the City of Clermont, Lake County, Florida, amending Chapter 54, Streets, Sidewalks and Other Public Places, Section 54-101, "Definitions" and Section 54-102 " Permit Required/Exemptions", creating Section 54-107 "Distribution of Materials on City Property", repealing all Ordinances in conflict herewith, providing for severability, codification and effective date.

Council Member Bates moved to introduce Ordinance 2018-20; seconded by Council Member Goodgame. The motion passed with all members present voting aye.

Item No. 7 – Youth Council

City Clerk Ackroyd Howe provided an update on the City's Youth Council. Staff has reached out to acquire points of contact from South Lake High School, Lake Minneola High School, East Ridge High School, and Montverde Academy. The current drafted outline for the Youth Council differs from the Resolution previously passed as the current drafted outline dictates the Youth Council will be a 6-month program with 2-3 students from each high school. Each City department will provide a mini presentation, similar to the Citizens Academy, where the Youth Council will be able to ask questions to the directors after each presentation. Once all of the departments have given their presentations, the Youth Council will brainstorm to come up with a project to benefit the City and present said project to the City Council for approval and implementation. Applications are scheduled to go out this coming school year with a deadline for submittal being in September.

Mayor Ash conveyed support of the new format of the Youth Council which will help the youth become more involved in the City.

ADJOURN: With no further comments, this meeting adjourned at 8:04 pm.

APPROVED:

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

CITY OF CLERMONT

AGENDA ITEM

Meeting Date

Tuesday, May 22, 2018

Agenda Item Name

DEP Agreement No. LW670

Requested Action

Request approval of grant agreement between State of Florida Department of Environmental Protection Land and Water Conservation Fund and the City of Clermont in the amount of $200,000 for the Victory Pointe Project.

Staff Report

In 2015, the Clermont City Council approved a master plan that will serve as the blueprint for the city—especially the downtown-waterfront district—for the next 5, 10 and 20 years.

The Victory Pointe project is the number one priority master plan project to initiate the City's master plan and foster economic development.

The Victory Pointe project plan represents a regional utility stormwater management facility serving the western portion of downtown Clermont. Currently, development of parcels in downtown are constrained by on-site stormwater requirements.

Consultants to the City of Clermont recommended the creation of this regional utility stormwater pond would polish the storm runoff before reaching the lake and would free up lakefront land for park and amenity development.

Staff recommends approval of Grant agreement between State of Florida Department of Environmental Protection Land and Water Conservation Fund and the City of Clermont in the amount of $200,000 for the Victory Pointe Project.

Additional Analysis

Fiscal Impact Summary

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)

1. LW670 Clermont_Victory Pointe_Grant Agreement LW670 Clermont_Victory Pointe_Grant Agreement.pdf

DEP AGREEMENT NO. LW670

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
LAND AND WATER CONSERVATION FUND PROGRAM
ACQUISITION OR DEVELOPMENT OF LAND FOR PUBLIC RECREATION PURPOSES
AGREEMENT FOR FISCAL YEAR 2017-2018

THIS AGREEMENT is entered into pursuant to Section 215.971, Florida Statutes ("F.S.") between the **STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department"), and **CITY OF CLERMONT**, whose address is 685 W. Montrose Street, Clermont, Florida, 34711-2119 (hereinafter referred to as "Grantee"), a local governmental entity, to provide financial assistance in furtherance of an approved public outdoor recreation project known as **Victory Pointe Park**, (hereinafter referred to as the "Project"). Collectively, the Department and the Grantee shall be referred to as "Parties" or individually as a "Party." For purposes of this Agreement, the terms "Grantee" and "Recipient" may be used interchangeably.

WHEREAS, the Department is authorized to administer the Land and Water Conservation Fund ("LWCF") State Assistance Program, pursuant to the Land and Water Conservation Fund Act of 1965, as amended; Public Law 88-578, Title 54, U.S.C. Chapter 2003 and Section 375.021(4), F.S.; and,

WHEREAS, the Department received federal financial assistance through the Land and Water Conservation Fund Project Agreement No. **12-00670** from the United States Department of the Interior, National Park Service (hereinafter referred to as "USDOI" or "NPS") for the purposes of administering LWCF Program Funds for public outdoor recreation projects; and,

WHEREAS, pursuant to subsections 62D-5.069(16) and 62D-5.070(4), Florida Administrative Code ("F.A.C."), the Grantee, as an approved applicant following a competitive evaluation of eligible program applications, has been determined to be a subrecipient of the LWCF Program Funds being administered and monitored by the Department. Thus, the Grantee and Department are additionally responsible for complying with the appropriate federal guidelines in performance of the Project activities pursuant to this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and pursuant to Section 375.021(4), F.S. and Rules 62D-5.068 through 62D-5.074, F.A.C., as may be amended from time to time, the Parties hereto agree as follows:

1. **ENTIRE AGREEMENT.**
   This Grant Agreement, including any Attachments and Exhibits referred to herein and 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 preprinted terms and conditions included on Grantee's form or invoices shall be null and void.

2. **TERMS OF AGREEMENT.**
   The Grantee hereby agrees to perform in accordance with the terms and conditions set forth in this Agreement, additionally described in **Attachment A**, **Project Work Plan**, including all attachments, guidelines, forms, and exhibits that are attached hereto or incorporated by reference. The Grantee acknowledges that receipt of this grant does not imply or guarantee that a federal, state, or local permit will be issued for a particular activity to complete the Project. Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any **Project Work Plan** activity that may fall under applicable federal, state, or local laws.

   Administrative Forms, Reimbursement Forms, and Guidelines referenced in this Agreement may be found at the following website:
   https://floridadep.gov/ooo/land-and-recreation-grants/content/land-and-water-conservation-fund-program, or by contacting the Department's Grant Manager, listed in paragraph 3 of this Agreement.

Prior to commencement of the Project, the Grantee shall submit to the Department all documentation and completion of responsibilities listed on **Attachment B, Commencement Documentation Checklist, DRP-122**, available online and incorporated herein by reference. Upon approval by the Department, the Department will issue a written "Notice to Commence" to the Grantee. Unless and until the Department issues the "Notice to Commence" authorizing Grantee to commence the Project, the Department is not obligated to pay or reimburse Grantee for fees, costs, or general expenses of any kind incurred after the effective date of the Agreement but prior to the "Notice to Commence."

Project site facilities shall be attractive for public use, and generally consistent and compatible with the environment. Plans and specifications for Project site improvements and facilities shall be in accordance with current and established engineering and architectural standards and practices. Emphasis should be given to the health and safety of users, accessibility to the general public, and the protection of the recreational and natural values of the area. **Any conceptual site plan may be altered by the Grantee only after written approval by the Department and NPS.** All utility lines installed within the Project site shall be placed underground.

The Grantee shall have final site plans (site, engineering, and architectural) prepared for the proper and full completion of the Project and sealed by a registered architect or engineer licensed in accordance with the laws of the State of Florida (collectively the "Project Plans"). The Grantee must deliver a complete original, signed and sealed set of the Project Plans to the Department as a condition of and prior to commencement of any Development.

Pursuant to the LWCF Act and general requirements of the LWCF Program, land owned by the Grantee that is developed or acquired with LWCF Program Funds shall be dedicated in perpetuity as an outdoor recreation site for the use and benefit of the public in accordance with Rule 62D-5.074, F.A.C. Land that is leased from the federal government or another public agency by Grantee must include safeguards to ensure the perpetual use requirement contained in the LWCF Act.

Safeguards include such things as joint sponsorship of the Project or an agreement between the Parties that the lessor will assume compliance responsibility for the Project site in the event of default by the lessee (Grantee) or termination or expiration of the lease. Execution of this Agreement by the Department constitutes an acceptance of a Project site(s) dedication on behalf of the public of the State of Florida. These dedications must be recorded in the county's public property records by the Grantee in accordance with subsection 62D-5.074(1), F.A.C. The Project site(s) shall be open at reasonable times and shall be managed in a safe and attractive manner. Facilities shall be kept in reasonable repair for a minimum of twenty-five (25) years from the date set forth on the Project Completion Certification to prevent undue deterioration. This Agreement is not transferable.

3. GRANT ADMINISTRATION.

A. All approvals, written or verbal, and other written communication between 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.

B. The Department's Grant Manager (who may also be referred to as the Department's Project Manager) at the time of execution for this Agreement is:

Tamika Bass or Successor	
Community Assistance Consultant	
Florida Department of Environmental Protection	
Land and Recreation Grants Section	
3900 Commonwealth Boulevard, MS# 585	
Tallahassee, Florida 32399-3000	
Telephone No.:	(850) 245-2501
E-mail Address:	Tamika.Bass@dep.state.fl.us

The Grantee's Grant Manager at the time of execution for this Agreement is:

Mr. James Kinzler or Successor	
Assistant City Manager	
City of Clermont	
685 W. Montrose Street,	
Clermont, Florida 34711-2119	
Telephone No.:	352-241-7339
E-mail Address:	Jkinzler@clermontfl.org

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.

C. The Department, and in certain circumstances the NPS, must approve any changes to this Agreement. The Grantee shall submit any request for an amendment to the Department's Grant Manager, who will determine whether the request requires NPS approval. 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: an increase or decrease in the Agreement funding amount; a change in the Grantee's match requirements; a change in the expiration date of the Agreement; and/or changes to the cumulative amount of funding transfers between approved budget categories that exceeds or is expected to exceed ten percent (10%) of the total budget as last approved by the Department. A change order to this Agreement may be used when task timelines within the current authorized Agreement period change, and/or when the cumulative transfer of funds between approved budget categories are less than ten percent (10%) of the total budget as last approved by the Department, or without limitation to changes to approved fund transfers between budget categories for the purchases of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by USDOI, NPS and the Florida Legislature.

D. All days in this Agreement are calendar days unless otherwise specified.

4. PERIOD OF AGREEMENT.

This agreement shall be effective **September 22, 2017** ("Effective Date"), through **September 30, 2020** ("Expiration Date"). However, all work under this Agreement must be completed no later than **May 31, 2020**, which shall also be the "Project Completion Date."

5. FUNDING.

The Grantee, pursuant to LWCF Guidelines, shall be eligible for authorized reimbursement of costs through the Project Completion Date of this Agreement. The costs must meet all requirements and financial reporting of the LWCF Program and rules and regulations applicable to expenditures of federal and state funds. These rules and regulations are hereby adopted and incorporated by reference.

A. If the Grantee's approved Project includes the acquisition of land, the Grantee shall purchase the Project site according to mandates of the LWCF Program, as more particularly described in the LWCF Federal Financial Assistance Manual (Manual) (https://www.nps.gov/subjects/lwcf/lwcf-manual.htm). The Department determines the total Grant Award based on the Project cost, negotiated purchase price, or approved appraised value, whichever is lowest. All Grant Awards are subject to annual appropriations by USDOI, NPS, and the Florida Legislature. If the negotiated purchase price or approved appraised value is greater than the annual appropriation by USDOI, NPS and the Florida Legislature, the Grantee must pay the additional cost.

B. As consideration for the Grantee's satisfactory completion of the approved Project under LWCF Guidelines and the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis up to a maximum of **$200,000.00** towards the total estimated approved Project cost of $**400,000.00**. The Parties understand and agree that this Agreement requires at least a fifty percent

(50%) non-federal match from the Grantee towards the work funded under this Agreement. Therefore, the Grantee is responsible for providing **$200,000.00** towards the Project funded under this Agreement. It is understood that any additional funds necessary for the completion of this Project are the responsibility of the Grantee. It is further understood that Grant Awards may be revised by the Department due to the availability of LWCF Program Funds. Grant Awards are contingent upon appropriation by the USDOI, NPS, and the Florida Legislature.

C. All required matching funds shall meet the federal requirements established in 2 CFR § 200.306 and other federal statutory requirements, as applicable. Grantee acknowledges and agrees to provide eligible match types as set forth in the Manual. Grantee acknowledges and agrees not to provide ineligible match sources, including real property acquired or funds obtained from any of the following sources:
   i. Florida Recreation Development Assistance Program (FRDAP), Recreation Trails Program (RTP), and Land and Water Conservation Fund (LWCF);
   ii. Donated value of real property acquired prior to Department approval or through Land and Water Conservation Fund; and
   iii. Other state or federal grant or land acquisition programs such as: legislative special interest projects, Save Our Coast Program, Preservation 2000, Florida Forever, Conservation and Recreation Lands Program, Save Our Rivers Program, and Land Acquisition Trust Fund.

Real property donated as all or part of the Grantee's required match must be appraised prior to commencement of the Project. Pursuant to subsection 62D-5.071(9), F.A.C., the Grantee shall submit appraisal(s), obtained at its own expense and prepared in accordance with the Uniform Appraisal Standards for Federal Land Acquisitions ("UASFLA"). The appraisal must establish the fair market value of the Project site. Property appraised at $500,000 or less requires one (1) appraisal. Property exceeding $500,000 in appraised value requires a second appraisal. The appraisal(s) shall be dated no earlier than six (6) months prior to the closing date of the LWCF application submission period. The appraisal must be prepared by an appraiser on the list of approved appraisers maintained by the Department's Division of State Lands under the provisions of Sections 253.025(6)(b), 259.041(7)(c), F.S., and Rule 18-1.007, F.A.C. Project cost is based on the purchase price or appraised value, whichever is lower; if two (2) appraisals are required, the Project cost is lowest of the two appraisals or the purchase price. Appraisal costs shall not be reimbursed under the terms and conditions of this Agreement.

6. <u>DELIVERABLES</u>.
The Grantee agrees to render the services or other units of deliverables as set forth in Attachment A, Project Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and in accordance with LWCF Guidelines. Deliverables may be comprised of activities that must be completed prior to the 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 herein.

7. <u>PERFORMANCE MEASURES</u>.
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 Project 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 infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or sub-grantees shall comply with any security and safety requirements and processes, if provided by the Department, for work done at the Project site. The Department reserves the right to investigate or inspect at any time whether the services or qualifications offered by the Grantee meet the Agreement requirements. Notwithstanding any provisions to the contrary, written acceptance of a particular deliverable/minimum requirement does not foreclose the Department's remedies in the event those performance standards that cannot be readily measured at the time of delivery are not met.

8. <u>ACCEPTANCE OF DELIVERABLES</u>.
A. <u>Acceptance Process</u>. All deliverables must be received and accepted in writing by the 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 the Grantee's expense. If the

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 Project Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to the Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at the Grantee's sole expense. The Grantee shall only invoice the Department for deliverables that are completed in accordance with the Project Work Plan. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Project 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 the Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which the Grantee may remedy the objections noted by the Department. The Grantee's failure to make adequate or acceptable said deliverables after a reasonable opportunity to do so may constitute an event of default.

9. FINANCIAL CONSEQUENCES FOR NONPERFORMANCE.

A. Withholding Payment. In addition to the specific consequences explained in the Project Work Plan, the State of Florida reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. These consequences for nonperformance shall not be considered penalties.

B. Corrective Action Plan. If the Grantee fails to correct all deficiencies in a rejected deliverable within the specified timeframe, the Department may, in its sole discretion, request that a Corrective Action Plan (CAP) be submitted by the Grantee to the Department. The Department shall provide the Grantee with a written request for a CAP that specifies the outstanding deficiencies. 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) calendar days of the date of the written request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.

ii. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the 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 the Department or steps taken by the Grantee shall preclude the 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 the Department as requested by the Department 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 the Department may result in termination of the Agreement.

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by this Agreement.

C. If the Grantee materially fails to comply with the terms and conditions of this Agreement, including any federal or state statutes, rules, or regulations the Department may take one or more of the following actions, as appropriate for the circumstances.

i. Temporarily withhold cash payments pending correction of the deficiency by the Grantee.

ii. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

iii. Wholly or partly suspend or terminate this Agreement.
iv. Withhold further awards for the Project or LWCF Program.
v. Take other remedies that may be legally available.
vi. If the Grantee incurs any financial obligations during a suspension or after termination of this Agreement they are not reimbursable unless the Department expressly authorizes them in the notice of suspension or termination. If the Grantee can demonstrate that the costs incurred during suspension or after termination were necessary and not reasonably avoidable, the Department may reimburse those costs if the following apply:
   a. The costs result from obligations that were properly incurred by the Grantee before the effective date of suspension or termination, were not in anticipation of it, and in the case of termination, are noncancelable, and;
   b. The cost would be allowable if the Agreement were not suspended or expired normally at the end of the funding period in which the termination takes place.

The remedies identified above do not preclude the Grantee from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689.

D. If the Grantee materially fails to comply with the terms stated in this Agreement or with any provisions of Chapter 62D-5, F.A.C., the Department shall terminate this Agreement and demand return of the LWCF Program Funds. Furthermore, the Department shall declare the Grantee ineligible for further participation in LWCF until the Grantee is in compliance pursuant to subsection 62D-5.074(4), F.A.C.

10. PAYMENT.

A. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Project Work Plan, and the billing procedures established by the Department, the Department agrees to pay the Grantee for services rendered in accordance with Section 215.422, F.S. To obtain the applicable interest rate, please refer to: http://www.myfloridacfo.com/Division/AA/Vendors/default.htm.

B. Taxes. The Department is exempted from payment of State sales and 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 the Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with the Department. The Grantee shall not use the 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 outlined in paragraph 5.B. of this Agreement. Any additional funds necessary for the completion of this Project are the responsibility of the 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 Project Work Plan. The Grantee shall request reimbursement using **Attachment C, Payment Request Summary Form, DRP-115**, available online and incorporated herein by reference. To be eligible for reimbursement, Project costs must comply with the laws, rules, and regulations applicable to expenditures of state funds, including, but not limited to, the LWCF Manual and Reference Guide for State Expenditures, which can be accessed at the following web address: http://www.myfloridacfo.com/aadir/reference_guide/. The Grantee shall comply with the minimum requirements set forth in **Attachment D, Contract Payment Requirements**, available online and incorporated herein by reference.

E. Project Costs and Cost Limits:
   i. Project Costs. The Department will reimburse Project costs pursuant to paragraph 62D-5.073(2)(a), F.A.C., and as provided herein. The Grantee must incur all reimbursable Project costs between the Effective Date of the Agreement and the Project Completion Date as set forth in the Project Completion Certification. If the total cost of the Project exceeds the grant amount and the required match the Grantee must pay the excess cost.
   ii. Cost Limits. Pursuant to paragraph 62D-5.073(2)(b), F.A.C., project planning expenses for

Development Projects, such as architectural and engineering costs, permitting fees, and project inspection fees, are eligible Project costs provided that such costs do not exceed fifteen percent (15%) of the total Project cost. These costs must be incurred between the Effective Date of this Agreement and the Project Completion Date.

F. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by the Department pursuant to the Project Work Plan shall be submitted to the Department in sufficient detail for a proper pre-audit and post-audit to be performed.

G. Final Payment Request. A final payment request should be submitted to the Department no later than sixty (60) calendar days following the Project Completion Date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Project Work Plan must be performed on or before the Project Completion Date of the Agreement. The Department will not process the final payment until the Grantee has met the match requirement.

H. Annual Appropriation Contingency. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature and the availability of funding and grants from the USDOI and NPS. 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 the Department if USDOI, NPS, and/or the Florida Legislature reduces or eliminates appropriations.

I. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration.

11. DOCUMENTATION REQUIRED FOR COST REIMBURSEMENT GRANT AGREEMENTS AND MATCH.

Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

A. Salaries/Wages (Grantee Labor). The Grantee may be reimbursed for direct salaries or multipliers (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) for Grantee's employees, as listed on the Grantee's approved Cost Analysis to be submitted pursuant to Attachment A, Project Work Plan, Task 1.

B. Overhead/Indirect/General and Administrative Costs. All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by the Grantee exceed the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration.
   i. Fringe Benefits (Employee Benefits) – Shall be calculated at a rate up to 40% of direct salaries.
   ii. Indirect Cost – Shall be calculated at 15% of direct costs.

C. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices. Subcontracts that 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 the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest shall be charged on the excessive rate.
   i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment A, Project Work Plan. Invoices submitted to the Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under Section 287.055, F.S. or the Brooks Act, the Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

D. Rental/Lease of Equipment. Match or reimbursement requests for the rental/lease of equipment must include copies of invoices or receipts to document charges.

E. Travel. The Grantee will not be reimbursed for travel expenses under the terms and conditions of this Agreement.

F. 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 the Grantee's contract obligations to its subcontractor, the 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.

G. In addition to the invoicing requirements contained herein, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to state and federal guidelines (including cost allocation guidelines), as applicable. The Grantee must provide the requested information within thirty (30) calendar days of such request. The Department may also require the Grantee to submit a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at http://www.myfloridacfo.com/aadir/reference_guide/; and allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200 and 2 CFR 1402, at http://www.ecfr.gov.

H. Because of the federal funds awarded under this Agreement, the Grantee must comply with ***The Federal Funding Accountability and Transparency Act ("FFATA") of 2006***. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. Grant Recipients awarded a new Federal grant greater than or equal to $25,000 awarded on or after October 1, 2010, are subject to the FFATA. The Grantee agrees to provide the information necessary, over the life of this Agreement, for the Department to comply with this requirement.

12. REPORTS.

A. The Grantee shall utilize **Attachment E, Project Status Report, DRP-109**, available online and incorporated herein by reference, to describe the work performed during the reporting period, problems encountered, problem resolutions, schedule updates, and proposed work for the next reporting period. The Project Status Reports shall be submitted to the Department's Grant Manager no later than twenty (20) calendar days following the completion of the reporting period. It is hereby understood and agreed by the Parties that the term "reporting period" shall reflect the reporting period ending January 5, May 5, and September 5. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee. The Final Status Report is due sixty (60) days prior to the Expiration Date of this Agreement. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.

B. Additionally, the Grantee shall comply with the reporting and inventory requirements set forth in the Statewide Comprehensive Outdoor Recreation Plan (SCORP), available online: https://floridadep.gov/parks/florida-scorp-outdoor-recreation-florida and hereby incorporated by reference, by updating the Florida Outdoor Recreation Inventory (FORI) system (https://floridadep.gov/parks/florida-outdoor-recreation-inventory).

13. RETAINAGE.

A. For Development Projects only, the Department shall retain ten percent (10%) of the Grant Award until the Grantee completes the Project and the Department approves the completion documentation set forth in paragraph 62D-5.073(2)(c) and subparagraph 62D-5.073(7)(e)2., F.A.C.

B. The Department reserves the right to withhold payment of retainage for Grantee's failure to respond to or correct identified deficiencies within the timeframe stipulated in the Project Work Plan. The Department shall provide written notification to Grantee of identified deficiencies and the Department's intent to withhold retainage. Grantee's failure to rectify the identified deficiency within the timeframe stated in the Department's notice will result in forfeiture of retainage by Grantee.

C. 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 for the work and the retainage called for under the entire Project Work Plan. 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.

D. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

E. 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.

F. The Department may perform an on-site inspection of the Project site to ensure compliance with the Project Agreement prior to release of the final grant payment. Any deficiencies must be corrected by Grantee prior to disbursement of final payment.

14. PROJECT COMPLETION CERTIFICATION.

Project completion means the Project is open and available for use by the public. To certify completion, the Grantee shall submit to the Department **Attachment F, Project Completion Certification Form, DRP-126**, available online and incorporated herein by reference**.** The Project must be designated complete prior to release of final reimbursement.

15. SIGNAGE.

Grantee must erect a permanent information sign on the Project site that credits funding, or a portion thereof, to the Florida Department of Environmental Protection and the Land and Water Conservation Fund Program. Use of the LWCF Logo on the permanent Project signs is required. Grantee is encouraged to position signage acknowledging LWCF assistance at entrances to outdoor recreation sites, at other appropriate on-site locations, and in folders and park literature. The acknowledgement of LWCF assistance will be checked during compliance inspections. The sign must be installed on the Project site and approved by the Department before the final Project reimbursement request is processed. The required LWCF Logo, LWCF Terms of Use, and sample sign are available online: https://floridadep.gov/ooo/land-and-recreation-grants/content/land-and-water-conservation-fund-program.

16. SITE DEDICATION.

The interest in land developed or acquired by the Grantee with LWCF Program Funds shall be subject to the site dedication requirements set forth in Chapter 62D-5, F.A.C. and of the LWCF Act, specifically Section 6(f)(3), as codified in 36 CFR § 59.3. Pursuant to the LWCF Act and general requirements of the LWCF Program, land owned by the Grantee that is developed or acquired with LWCF Program Funds shall be dedicated in perpetuity as an outdoor recreation site for the use and benefit of the public. Land that is leased from the federal government or another public agency by Grantee must include safeguards to ensure the perpetual use requirement contained in the LWCF Act. Safeguards include such things as joint sponsorship of the Project or an agreement between the Parties that the lessor will assume compliance responsibility for the Project site in the event of default by the lessee (Grantee) or termination or expiration of the lease. These dedications must be recorded in the county's public property records by the Grantee.

17. LAND ACQUISITION.

A. Reimbursement. For Acquisition Projects, 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:

  i. Uniform Appraisal Standards for Federal Land Acquisitions ("UASFLA") standard appraisal; and
  ii. A signed and sealed survey of the Project site prepared pursuant to subparagraph 62D-5.058(6)(f)2., F.A.C.; and
  iii. Title Opinion prepared by a member of the Florida Bar or a licensed title insurer covering the prior thirty (30) year period; and
  iv. An Environmental Assessment (see 43 CFR § 46(D)); and
  v. Conduct a Section 106 Review and provide the State Historic Preservation Officer's findings; and
  vi. Resubmit the PD/ESF valuation certification after the UASFLA appraisal.

B. Site Development. The Grantee shall have three (3) years from completion date set forth in the Project Completion Certification to develop the property, unless extended by staff upon written request of the Grantee for good cause, as outlined in paragraph 62D-5.073(6)(f), F.A.C.

18. CONVERSION.

This Project site acquired and/or developed with LWCF assistance shall be retained and used for public outdoor recreation. This Project site so acquired and/or developed shall not be wholly or partly converted to other than public outdoor recreation uses without the written approval of the NPS pursuant to the conversion provisions of Section 6(f)(3) of the LWCF Act, 36 CFR Part 59, the LWCF Manual and all other applicable regulations. All conversion provisions and guidelines apply to each area or facility for which LWCF assistance is obtained, regardless of the extent of participation of the Project in the assisted area or facility and consistent with the contractual agreement between USDOI, NPS, and the State of Florida.

Should Grantee convert all or part of the Project site to other than public outdoor recreational uses, the Grantee shall replace the area, facilities, resource, or Project site at its own expense with an acceptable project of comparable or greater value, scope, and quality pursuant to LWCF mandates. All conversions require amendments to the original Project agreement (36 CFR § 59.3(c)). Therefore, amendment requests should be submitted concurrently with conversion requests. Project boundary maps shall be submitted with the amendment request to identify the changes to the original area caused by the proposed conversion and to establish a new Project area pursuant to the substitution. Once conversion has been approved, replacement property should be immediately acquired. When it is not possible for replacement property to be acquired immediately, an express commitment to satisfy Section 6(f)(3) substitution requirements with a specified period, normally not to exceed one (1) year following conversion approval, is required. This commitment will be in the form of an amendment to the original Agreement.

19. INSURANCE.

A. Required Coverage. At all times during this Agreement the Grantee, at its sole expense, shall maintain insurance coverage of the types and with the 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 this 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:

  i. Commercial General Liability Insurance.
  The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during this Agreement. The Department of Environmental Protection, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $200,000 each individual's claim and $300,000 each occurrence.

i. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S., and employer's liability insurance with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under this Agreement.

ii. 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 of Environmental Protection, 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

iii. Other Insurance.
Additional insurance may be required by federal law, where applicable, if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbor Worker's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than $300,000 each. Questions concerning required coverage should be directed to the U.S. Department of Labor (https://www.dol.gov/owcp/dlhwc/lscontac.htm) or to the parties' insurance carrier.

B. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of the types and with the terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

C. Exceptions to Additional Insured Requirements. 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 this Agreement requires them to be added as an additional insured. Further, notwithstanding the requirements above, if Grantee is self-insured, then the Department of Environmental Protection, its employees, and officers do not need to be listed as additional insureds.

D. 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.

E. Proof of Insurance. Upon execution of this Agreement, the Grantee shall provide the 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 the Department, the Grantee shall furnish the Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

F. Failure to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, the Grantee shall immediately notify the 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) calendar days after cancellation of the coverage.

20. TERMINATION.

A. Termination for Convenience. The Department may terminate the Agreement in whole or in part by giving thirty (30) days' written notice to the Grantee, when the Department determines, in its sole discretion, that it is in the State's interest to do so. The Department shall notify the 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 shall not furnish any service or deliverable after it receives the notice of termination, unless otherwise instructed in the notice. The Grantee shall not be entitled to recover any cancellation charges or lost profits. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.

B. Termination for Cause. The Department may terminate this Agreement if any of the events of default described below occur or in the event that the Grantee fails to fulfill any of its other obligations under this Agreement. The Grantee shall continue work on any portion of the Agreement not terminated. If, after termination, it is determined that the 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 the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

C. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination, and except as otherwise directed by the Department, the Grantee shall stop performing services on the date, and to the extent specified, in the notice.

21. NOTICE OF DEFAULT.

If the Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, without limitation, any of the events of default listed below, the Department shall provide notice to the 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, the Grantee will be found in default, and the Department may terminate the Agreement effective as of the date of receipt of the default notice.

22. EVENTS OF DEFAULT.

Provided such failure is not the fault of the Department or outside the reasonable control of the 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 the 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 the like furnishing labor or materials, or failure to make payment to any other entities as required herein in connection with the 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) calendar days unless, within the specified 30-day period, the Grantee (including its receiver or trustee in bankruptcy) provides to the Department adequate assurances, reasonably acceptable to the 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 the Grantee of a general assignment for the benefit of creditors;
   iii. The appointment of a general receiver or trustee in bankruptcy of the Grantee's business or property; and/or
   iv. An action by the Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

23. <u>SUSPENSION OF WORK</u>.
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 the 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, the Grantee shall comply with the notice. Within ninety (90) days, or any longer period agreed to by the Parties, the 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 thirty (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 the Grantee to any additional compensation.

24. <u>FORCE MAJEURE</u>.
The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Grantee. In case of any delay the Grantee believes is excusable, the Grantee shall notify the 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 the 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 the 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 the Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from the 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 the Grantee shall perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to the Department, in which case the Department may (1) accept allocated performance or deliveries from the Grantee, provided that the Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by the 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 purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

25. <u>INDEMNIFICATION</u>.
A. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the 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, or subcontractors; provided, however, that the Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Department;

ii. The Grantee's breach of this Agreement or the negligent acts or omissions of the Grantee.

B. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon the Department giving the 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 the Department in any legal action without the Grantee's prior written consent, which shall not be unreasonably withheld.

C. Notwithstanding paragraphs 25.A. and 25.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 of Florida 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 the Department to hold harmless or indemnify the Grantee, insure or assume liability for the Grantee's negligence, waive the Department's sovereign immunity under the laws of Florida, or otherwise impose liability on the Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

26. 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 this Agreement. Such liability if further limited to a cap of $100,000.

27. REMEDIES.

Nothing in this Agreement shall be construed to make the Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit the Department's right to pursue its remedies for other types of damages under this 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 the Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy claim for damages, penalties, costs and the like asserted by or against it.

28. WAIVER.

The delay or failure by the Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of the 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.

29. STATUTORY NOTICES RELATING TO UNAUTHORIZED EMPLOYMENT AND SUBCONTRACTS.

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 the Grantee/subcontractor 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 with private organizations issued as a result of this Agreement.

B. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory 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. Notification. The Grantee shall notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

30. 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 issued as a result of this Agreement.

B. Projects receiving federal funding must comply with the National Environmental Policy Act (NEPA), which provides a framework for environmental analyses, reviews, and consultations. NEPA's process "umbrella" covers a Project compliance with all pertinent federal environmental laws. To facilitate and document the NEPA process, the LWCF Proposal Description and Environmental Screening Form (PD/ESF) was completed and submitted as part of the approved LWCF application to the NPS. The ESF administratively documents a Categorical Exclusion (CE) recommendation or the necessity of further environmental review through an Environmental Assessment (EA) or Environmental Impact Statement (EIS), as necessary. NPS will conduct an independent review of the PD/ESF and determine the appropriate action. When applicable, the Grantee will coordinate with the Department to ensure the Project's compliance with NEPA, and appropriate documentation of such compliance will be maintained by both Parties.

C. Pursuant to 36 CFR § 59.4, Section 6(f)(8) of the Land and Water Conservation Fund Act prohibits discrimination based on residence, including preferential reservation or membership systems, except to the extent that reasonable differences in admission and other fees may be maintained on such basis. This prohibition applies to both regularly scheduled and special events. Fees charged to nonresidents cannot exceed twice that charged to residents. When there is no charge for residents but a fee is charged to nonresidents, nonresident fees cannot exceed fees charged for residents at comparable state or local facilities. Reservation, membership, or annual permit systems available to residents must also be available to nonresidents and the period of availability must be the same for both residents and nonresidents. The Grantee is prohibited from providing residents the option of purchasing annual or daily permits while at the same time restricting nonresidents to the purchase of annual permits only. Nonresident fishing and hunting license fees are excluded from these requirements.

D. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

E. Grantee agrees to comply with the Americans with Disabilities Act (42 USC § 12101, *et seq.*), where applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, state and local government services, and in telecommunications.

F. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

G. 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.

31. <u>SCRUTINIZED COMPANIES</u>.

A. Grantee certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee or its subcontractors are found to have submitted a false certification; or if the Grantee, or its subcontractors are 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 and its subcontractors are 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, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott 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. The Grantee agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

32. <u>CONTRACT PROVISIONS AND REGULATIONS</u>.

The Grantee agrees to comply with, and include as appropriate in subcontracts and subgrants, the provisions contained in **Attachment H, Contract Provisions for DOI-Funded Agreements**, attached hereto and made a part hereof.

33. <u>LOBBYING AND INTEGRITY</u>.

A. 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 the Grantee and the State, the 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.

B. If this Agreement is for more than $100,000, and if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit **Attachment I, Disclosure of Lobbying Activities**, in accordance with the instructions. If this Agreement is for less than $100,000, this Attachment shall not be required and shall be intentionally excluded from this Agreement.

34. <u>RECORD KEEPING</u>.

A. 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, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of the Department's Inspector General, or other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but shall not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to the 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).

B. Records for real property acquired with federal funds shall be retained for five (5) years following final disposition. "Final disposition" of real property means that the property has been approved for conversion. So long as the LWCF retains any interest in the property all records regarding that property must be retained.

35. 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 Subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees.

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 G, Special Audit Requirements**. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment G. If the Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, the 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 G, 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, the Grantee shall utilize the guidance provided under 2 CFR § 200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, the 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, the Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines). 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) calendar days of such request.

36. CONFLICT OF INTEREST.
Pursuant to 2 CFR § 200.112, the Grantee covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required.

37. INDEPENDENT CONTRACTOR.
The Grantee is an independent contractor and is not an employee or agent of the Department.

38. SUBCONTRACTING.

A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager, except for certain fixed-price subcontracts pursuant to paragraph 11.C. of this Agreement, which require prior approval. The Grantee shall provide a copy of the executed subcontract to the Department upon request from the Department. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

B. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, 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 the Department’s secure information or any facility by any Grantee employee, subcontractor, or agent.

D. The Department’s actions under paragraphs 38.B. or 38.C. shall not relieve the 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. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.

E. The Department will not deny the Grantee’s employees, subcontractors, or agents access to meetings within the Department’s facilities, unless the basis of the Department’s denial is safety or security considerations.

F. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity 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 at any tier, and if the cause of the default is completely beyond the control of both the Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for the Grantee to meet the required delivery schedule.

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

40. 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.

41. THIRD PARTIES:

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of the Grantee, its agents, servants, and employees, nor shall the Grantee disclaim its own negligence to the 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 the Department consents to a subcontract, the 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.

42. 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.

43. GRANTEE'S EMPLOYEES, SUBCONTRACTORS AND AGENTS:

All Grantee employees, subcontractors, 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, or agents performing work under the Agreement must comply with all security and administrative requirements of the Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

44. 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 the Department. In the event of any assignment, the Grantee remains secondarily liable for performance of the Agreement, unless the Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to the Grantee of its intent to do so.

45. PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES:

A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent (50%) or more of the cost will be paid from state-appropriated funds that have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:
   i. The contractor's maintaining an office or place of business within a particular local jurisdiction;
   ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
   iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.

B. For any competitive solicitation that meets the criteria of this section, a state college, county, municipality, school district, or other political subdivision of the state shall disclose in the solicitation document that any applicable local ordinance or regulation does not include any preference that is prohibited by this section.

46. PROHIBITED GOVERNMENTAL ACTIONS FOR PUBLIC WORKS PROJECTS:

Pursuant to Section 255.0992, F.S., state and political subdivisions that contract for public works projects are prohibited from imposing restrictive conditions on certain contractors, subcontractors, or material suppliers and prohibited from restricting qualified bidders from submitting bids.

A. "Political subdivision" means separate agency or unit of local government created or established by law or ordinance and the officers thereof. The term includes, but is not limited to, a county; a city, town, or other municipality; or a department, commission, authority, school district, taxing district, water management district, board, public corporation, institution of higher education, or other public agency or body thereof authorized to expend public funds for construction, maintenance, repair or improvement of public works.

B. "Public works project" means an activity of which fifty percent (50%) or more of the cost will be paid from state-appropriated funds that were appropriated at the time of the competitive solicitation and which consists of construction, maintenance, repair, renovation, remodeling or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof that is owned in whole or in part by any political subdivision.

C. Except as required by federal or state law, the state or political subdivision that contracts for a public works project may not require that a contractor, subcontractor or material supplier or carrier engaged in such project:

   i. Pay employees a predetermined amount of wages or prescribe any wage rate;
   ii. Provide employees a specified type, amount, or rate of employee benefits;
   iii. Control, limit, or expand staffing; or
   iv. Recruit, train, or hire employees from designated, restricted, or single source.

D. For any competitive solicitation that meets the criteria of this section, the state or political subdivision that contracts for a public works project may not prohibit any contractor, subcontractor, or material supplier or carrier able to perform such work who is qualified, licensed, or certified as required by state law to perform such work from submitting a bid on the public works project, except for those vendors listed under Section 287.133 and Section 287.134, F.S.

E. Contracts executed under Chapter 337, F.S. are exempt from these prohibitions.

47. EQUIPMENT:
Reimbursement for direct or indirect equipment purchases is not authorized under the terms and conditions of this Agreement.

48. QUALITY ASSURANCE REQUIREMENTS:
There are no special Quality Assurance requirements under this Agreement.

49. PUBLIC RECORDS REQUIREMENTS:

A. If this Agreement exceeds $35,000.00, and if the Grantee is acting on behalf of the Department in its performance of service under this Agreement, the 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 the Grantee in conjunction with this 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 this Agreement if the Grantee refuses to allow public access to Public Records as required by law.

C. 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 the Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply:

   i. Keep and maintain Public Records required by the Department to perform the service.
   ii. Upon request, provide the 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.
   iii. A contractor who fails to provide the Public Records to the Department within a reasonable time may be subject to penalties under section 119.10, F.S.
   iv. 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 the Department.
   v. Upon completion of the contract, transfer, at no cost, to the Department all Public Records in possession of the contractor or keep and maintain Public Records required by the Department to perform the service. If the contractor transfers all Public Records to the Department upon

completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the Department, upon request from the Department's custodian of Public Records, in a format specified by the Department as compatible with the information technology systems of the 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.

vi. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THEAPPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'SDUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

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

50. EXECUTION IN COUNTERPARTS AND AUTHORITY TO SIGN:
This Agreement, and any Amendments or Change Orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed, the day and year last written below.

CITY OF CLERMONT	STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
By:____	By:____
Signature of Person Authorized to Sign	Secretary or designee
____	____
Print Name and Title	Print Name and Title
Date: ______________________________________	Date:______________________________________

Attest: ______________________________________

By:____

FEID No.: 59-6000290

For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign this Agreement on behalf of the Grantee must accompany this Agreement.

List of attachments/exhibits included as part of this Agreement:

Specify Type	**Letter Number**	**Description (include number of pages)**
Attachment	A	Project Work Plan (3 Pages)
Attachment	B	Commencement Documentation Checklist – DRP-122 https://floridadep.gov/ooo/land-recreation-grants/forms/lwcf-commencement-documentation-checklist
Attachment	C	Payment Request Summary Form – DRP-115 https://floridadep.gov/ooo/land-recreation-grants/forms/payment-request-summary-form
Attachment	D	Contract Payment Requirements https://floridadep.gov/ooo/land-and-recreation-grants/forms/contract-payment-requirements
Attachment	E	Project Status Report Form – DRP-109 https://floridadep.gov/ooo/land-and-recreation-grants/forms/project-status-report
Attachment	F	Project Completion Certification – DRP-126 https://floridadep.gov/ooo/land-recreation-grants/forms/lwcf-project-completion certification
Attachment	G	Special Audit Requirements (5 Pages)
Attachment	H	Contract Provisions for DOI-Funded Agreements (5 Pages)
Attachment	I	Disclosure of Lobbying Activities (2 Pages)

ATTACHMENT A
PROJECT WORK PLAN
LAND AND WATER CONSERVATION FUND PROGRAM (LWCF)

Project Name: **Victory Pointe Park**
Grantee Name: **City of Clermont**
LWCF Project #**LW670**

SUMMARY: The Grantee shall complete the Project Element(s), which were approved by the Department through the LWCF Application Evaluation Criteria, pursuant to Chapter 62D-5, Florida Administrative Code (F.A.C.). Any alteration(s) to the Project Element(s) as identified in the Project Work Plan resulting in a change in the total point score of Grantee's Application as it appears on the Recommended Priority List for FY2016-17 is considered a significant change and must be pre-approved by the Department and requires a formal Amendment to this Agreement. All work must be completed in accordance with the LWCF Program, and including but not limited to: local, state and federal laws, the approved Project Plans, all required permits, and the Florida Building Code. Prior to the Department issuing a "Notice to Commence" to the Grantee, as specified in Paragraph 2 of the Agreement, the Department must receive evidence of and have approved all Deliverables in Task 1.
The Department shall designate the Project complete upon receipt and approval of all Deliverables and when Project site is open and available for use by the public for outdoor recreation purposes. For Development Projects, the Department shall retain ten percent (10%) of the Grant Award until the Grantee completes the Project and the Department approves the Completion Documentation set forth in subparagraph 62D-5.073(7)(e)2., F.A.C. The final payment of the retained ten percent (10%) will be processed within thirty (30) days of the Project designated complete by the Department.

For the purpose of this Agreement, the terms "Project Element" and "Project Task" are used interchangeably to mean an identified facility within the Project.

The Project is located at **W. Minneola Ave, Clermont, FL 34711-2119** and is a "**Development Project**" pursuant to paragraph 62D-5.00(5)(b), F.A.C.

BUDGET: Reimbursement for allowable costs for the Project shall not exceed the maximum Grant Award amount outlined below. Required match for development projects will be provided by cash, in-kind service costs, or donated real property, as set forth in Rule 62D-5.070(6)(b)1., F.A.C. Required match for acquisition projects will be provided by cash or real property donated, as set forth in Rule 62D-5.070(6)(b)2., F.A.C. Grantee shall maintain an accounting system which meets generally accepted accounting principles and shall maintain financial records to properly account for all Program and matching funds. The total estimated Project cost provided below is based on the approved LWCF Application. A detailed cost analysis will be provided in the Deliverables for Task 1, prior to the Department issuing the "Notice to Commence". All final Project costs shall be submitted to the Department with the payment request.

Maximum Grant Award Amount:	**$200,000.00**
Required Grantee Match Amount:	**$200,000.00**
Total estimated Project Cost:	**$400,000.00**
Match Ratio:	**50%**

Scope of Work/Tasks within Deliverable	Deliverables	Due Date	Financial Consequences
TASK 1 **1.A.** Development of Commencement Documentation Checklist (DRP-122)[1], which includes: 1. A professional site plan;	**DELIVERABLE 1** The Department will issue "Notice to Commence" upon receipt and approval of: **1.A.** All applicable Project specific Commencement documentation listed on Commencement Documentation Checklist (DRP-122)	180 Days after Execution of Agreement[2]	The Department shall terminate the project agreement if the required Deliverables are not submitted and approved by the Department.

2. Commencement Certification (DRP-123); 3. A boundary survey; 4. Results of title search and the opinion prepared by the member of the Florida Bar or Licensed title insurer; 5. Land Appraisal**; and 6. Certification of Manual Possession (DRP-124) **1.B.** A Cost Analysis Form with detailed budget and/or In-House Cost Schedule(s) **If the Grantee will use land as match, the appropriate documentation will be required as specified in the Commencement Documentation Checklist (DRP-122), and will be required prior to commencement.	**1.B.** Cost Analysis Form with detailed budget and/or In-House Cost Schedule(s) Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, project inspection, and other similar fees are eligible for reimbursement. However, reimbursement, if requested, shall not exceed fifteen (15%) of total Project cost, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule.		
TASK 2 **2.A.** Development of Project Elements, which includes: **Construct an ADA-accessible waterfront boardwalk; construct a concrete multi-purpose trail; construct kayak/canoe launch ramps; and install landscaping, benches, trash receptables and park/educational signage.** **2.B.** Development of Completion of Documentation Checklist (DRP-125), which includes: 1. Project Completion Certificate (DRP-126); 2. Final "As-Built" site plan; 3. Boundary map (if applicable); 4. Color Project Photographs; 5. Notice of Limitation of Use/Site Dedication (DRP-113); 6. Florida Park Inventory Form 7. Final Payment Request (DRP-1115) **2.C.** Final Status Report (DRP-109)	**DELIVERABLE 2** The Grantee may request reimbursement upon Department receipt and approval of: **2.A.** Development of required Project Elements **2.B.** All applicable Project specific Completion documentation listed on Completion Documentation Checklist (DRP-125) **2.C.** Final Status Report The Grantee may request reimbursement for allowable budgeted expenses and costs pursuant to the Agreement that are directly related to the successful development of the Project site. Reimbursement shall not exceed the Grant Award amount, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule below. Ten percent (10%) of the Grant Award will be retained until the Project is designated complete by the Department.	**May 31, 2020**[3]	No reimbursement will be made for Deliverable(s) deemed unsatisfactory by the Department. Payment(s) will not be made for unsatisfactory or incomplete work. In addition, a Task may be terminated for Grantee's failure to perform.

Project Task Performance Standard: The Department's Grant Manager will review the Deliverables to verify compliance with the requirements for funding under the LWCF; approved plans and application approved for funding. Upon review and written acceptance by the Department's Grant Manager of all Deliverables under each Project Task, the Grantee may proceed with the payment request submittal.

Payment Request Schedule: Following Department approval of all Deliverables, the Grantee may submit a **payment request** on Payment Request Summary Form (DRP-115) along with all required documentation as outlined in the Financial Reporting Procedures (DRP-110), as applicable, to support payment. A payment request submitted as part of the reimbursement process must correspond with the Cost Analysis and supporting documents provided under Project Tasks. The payment request must include documentation regarding the match source, as required.

Endnotes:

1. LWCF documentation is available at https://floridadep.gov/ooo/land-and-recreation-grants/content/land-and-water-conservation-fund-program and/or from the Office of Operations, Land and Recreational Grants Section, State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, MS# 585, Tallahassee, Florida, 32399-3000.
2. Project Agreement is subject to termination if Commencement documentations under Task 1 are not received and approved by the Department within 180 calendar days of the Project Agreement execution.
3. Due Date will not be extended beyond the Expiration Date of Agreement as outlined in Paragraph 4 of the DEP Agreement.

ATTACHMENT G

SPECIAL AUDIT REQUIREMENTS

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 contract/agreement*) to the recipient *(which may be referred to as the "Contractor", Grantee" or other name in the contract/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 OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and/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 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 OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends $500,000 ($750,000 for fiscal year start dates after December 26, 2014) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 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 by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.

3. If the recipient expends less than $500,000 (or $750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than $500,000 (or $750,000, as applicable) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F 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 than Federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at **www.cfda.gov.**

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(n), 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, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates 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(7), 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, 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 OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, 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 the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

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/

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR §200.512.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient <u>directly</u> 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 the 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:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. 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 the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

5. 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 OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **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 **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXHIBIT – 1

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

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	U.S. Department of Interior, National Park Service	15.916	Outdoor Recreation, Acquisition, Development and Planning – Land and Water Conservation Fund Grants	$200,000.00	14001

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$200,000.00	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

ATTACHMENT H
Contract Provisions for DOI-Funded Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term "Recipient" shall mean "Grantee."

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients, and to comply with the provisions of the award, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies
   The following provision is required if the Agreement is for more than $150,000. In addition to any of the remedies described in the elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.
   i. Temporarily withhold payments pending correction of the deficiency by the Recipient.
   ii. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
   iii. Wholly or partly suspend or terminate this Contract.
   iv. Take other remedies that may be legally available. The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.
2. Termination for Cause and Convenience
   Termination for Cause and Convenience are addressed elsewhere in the Agreement.
3. Equal Opportunity Clause
   The following provision applies if the agreement meets the definition of "federally assisted construction contract" as defined by 41 CFR Part 60-1.3:
   During the performance of this Agreement, the Recipient agrees as follows:
   i. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
      a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
   ii. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
   iii. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or

is consistent with the Recipient's legal duty to furnish information.

iv. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Davis Bacon Act

If the Agreement is a prime construction contract in excess of $2,000 awarded by the Recipient, and if required by the Federal Legislation, the Recipient must comply with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must pay wages not less than once a week. The Recipient must comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each Recipient or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

5. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of $100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the Non- Federal Entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)
If the Agreement is in excess of $150,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
8. Debarment and Suspension (Executive Orders 12549 and 12689)
The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."
9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)
The Recipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. The Recipient shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
10. Procurement of Recovered Materials
The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

ADMINISTRATIVE

11. General Federal Regulations
Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et sequence.*
12. Rights to Patents and Inventions Made Under a Contract or Agreement
Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.
13. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175) Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:
    i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
    ii. Procure a commercial sex act during the period of time that the award is in effect; or
    iii. Use forced labor in the performance of the award or subawards under the award.
14. Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234)
Recipients must comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234), if applicable. This act requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.
15. Water Resources Reform and Development Act (WRRDA) P.L. 113-121
Recipients must comply with the Water Resources Reform and Development Act (WRRDA) P.L. 113-121, if applicable. This act provides for improvements to the rivers and harbors of the United States, to provide for the conservation and development of water and related resources.
16. Whistleblower Protection
Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).
    (a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).
    (b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
    (c) The Recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph (c) in any subawards and contracts awarded prior to the effective date of this provision.

17. Notification of Termination (2 CFR § 200.340)
In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.
18. Additional Lobbying Requirements
    (a) The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
    (b) The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 *et seq.*), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
    (c) Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

COMPLIANCE WITH ASSURANCES

19. Assurances
Recipients shall comply with any and all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

DEPARTMENT OF INTERIOR-SPECIFIC

20. Department of Interior (DOI) General Terms and Conditions
Recipients shall comply with DOI General Terms and Conditions available at https://www.doi.gov/pam/programs/financial_assistance/TermsandConditions, and incorporated by reference.
21. DOI Regulations
Recipients shall comply with the following regulations: 2 CFR 1400-1402, 43 CFR 9, 43 CFR 17, 43 CFR 18, 43 CFR 41, and 43 CFR 44.
22. Drug-Free Workplace
Recipients must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1401. Additionally, in accordance with these regulations, the recipients must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.
23. Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act As applicable, Recipient shall comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) to provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
24. Deposit of Publications Produced under Grants
Pursuant to Departmental Manual 505 DM4 (DOI) and Service Manual FW1 (USFWS), any grant or cooperative agreement that will produce a publication (other than those listed as exceptions) must provide two copies of each publication to the Department of Interior's Natural Resources Library. For a list of exceptions, transmittal requirements, and delivery information see Departmental Manual 505 DM 4, Deposit of Publications Produced under Grants at: http://elips.doi.gov/ELIPS/DocView.aspx?id=1671.

UNITED STATES FISH & WILDLIFE SERVICE-SPECIFIC

25. USFWS Financial Assistance Award Terms and Conditions

Recipients shall comply with the USFWS Financial Assistance Award Terms and Conditions applicable to the specific Federal Award funding source, available at https://www.fws.gov/grants/atc.html, and incorporated by reference.

NATIONAL PARKS SERVICE LAND AND WATER CONSERVATION FUND STATE ASSISTANCE PROGRAM-SPECIFIC

26. Land and Water Conservation Fund (LWCF) Project Agreement General Provisions Recipients shall comply with the LWCF Project Agreement General Provisions available at https://www.nps.gov/ncrc/programs/lwcf/pub.htm, and incorporated by reference.
27. LWCF Federal Financial Assistance Manual
As applicable, Recipients shall comply with the LWCF Federal Financial Assistance Manual Effective October 1, 2008, or later, available at https://www.nps.gov/ncrc/programs/lwcf/pub.htm, and incorporated by reference.
28. Historic Preservation.
As applicable, Recipients shall comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 *et seq*.).

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Approved by OMB 0348-0046

Attachment I

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:	**2. Status of Federal Action:**	**3. Report Type:**
a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	a. bid/offer/application b. initial award c. post-award	a. initial filing b. material change **For Material Change Only:** year ________ quarter ________ date of last report ____________

4. Name and Address of Reporting Entity: **Prime** **Subawardee** Tier_______, *if known*: **Congressional District**, *if known* : 4c	**5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:** **Congressional District**, *if known* :
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable* :
8. Federal Action Number, *if known* **:**	**9. Award Amount,** *if known* **:** $
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*):	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature:______________________________ Print Name: ______________________________ Title:______________________________ Telephone No.: Date: __________
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this

CITY OF CLERMONT

AGENDA ITEM

Meeting Date	
Tuesday, May 22, 2018	
Agenda Item Name	
Event and Open Container Request	
Requested Action	
Recommend approval of an open container area at the City of Clermont annual 4th of July event at Waterfront Park.	
Staff Report	
The City of Clermont is requesting to have an open container area at Waterfront Park between 3rd Street and 4th Street on July 4th 2018 from 5:00 PM to 10:00 PM. The City will be using licensed caterer and bartender Premier Event Services. Attached is a map that shows the requested open container area. The City shall have the appropriate number of police and medical staff on hand at the event to properly accommodate all safety needs.	
Additional Analysis	
Fiscal Impact Summary	

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)	
1. July 4 - Open Container Zone	July 4 - Open Container Zone.jpg


July 4th Proposed Open Container Area
The SL Trail will remain open

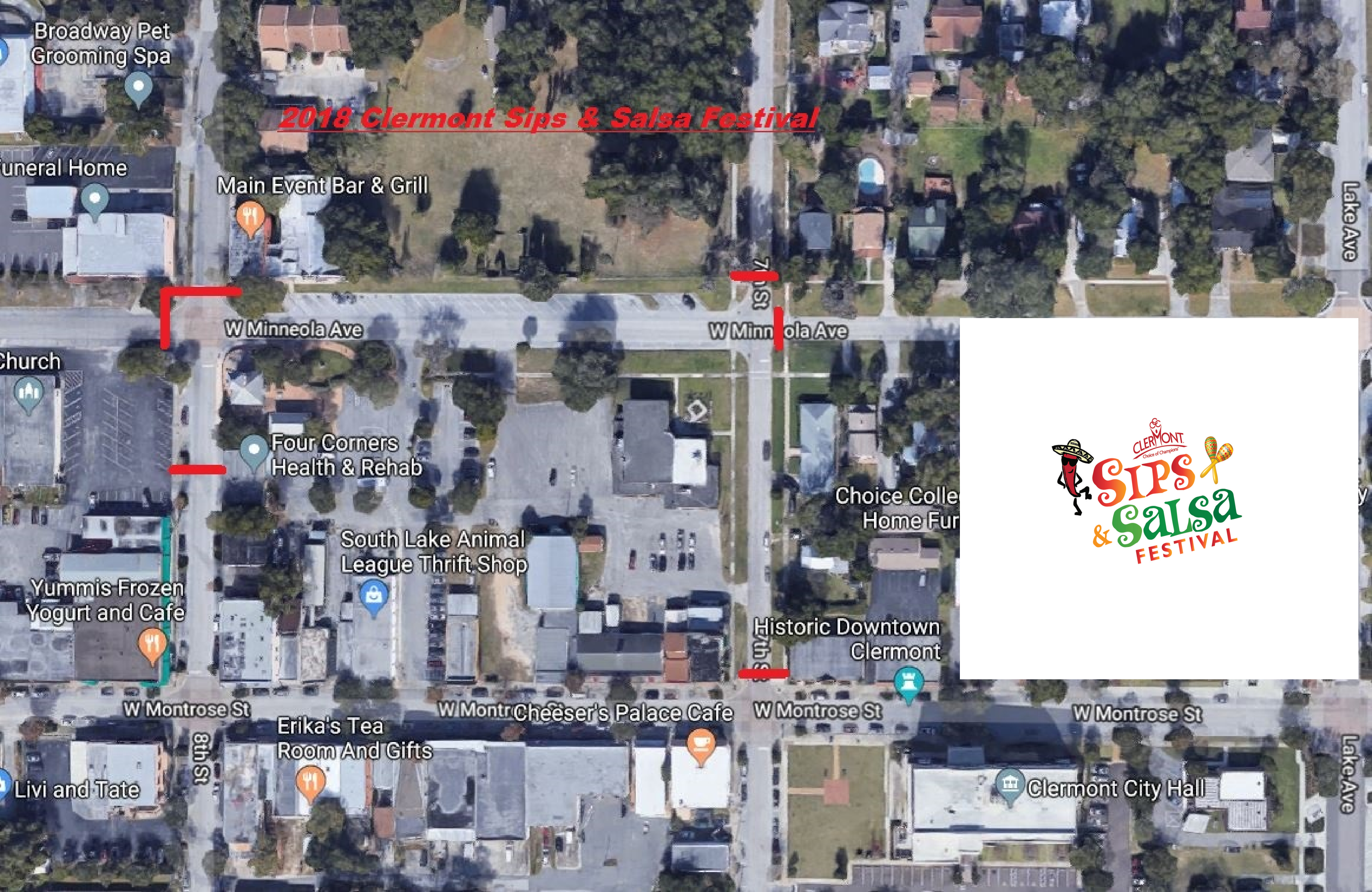
CITY OF CLERMONT

AGENDA ITEM

Meeting Date	
Tuesday, May 22, 2018	
Agenda Item Name	
Event, Open Container, and Road Closure Request	
Requested Action	
Recommend to approve the allowance of the inaugural event "Sips & Salsa" event downtown Clermont with street closures and open container allowance.	
Staff Report	
Requesting approval for multiple road closures and times to accommodate all events during "Sips & Salsa" on September 8th in downtown Clermont. All businesses and residents impacted by the closures will be contacted individually prior to the special event. The South Lake Chamber will provide a temporary license to sell beer, wine & spirits from 4:00 PM to 9:30 PM at the event and provide liquor & liability insurance. The Parks and Recreation department will work with Clermont Police, Fire, and Public Works to ensure that all elements of safety have been accounted for and will be staffed accordingly during the event. Road Closure times will be from 10:00 AM till midnight Road Closures Requested (Aerial map attached): -7th Street on the north side of Montrose Street -7th Street on north side of Minneola Avenue -Minneola Avenue on the east side of 7th Street -8th Street on the north side of Minneola Avenue -Minneola Avenue on the west side of 8th Street -8th Street on between Minneola Avenue and Montrose Street.	
Additional Analysis	
Fiscal Impact Summary	

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

Exhibits Attached (copies of original agreements)	
1. Sips and Salsa Road Closures	Sips and Salsa Road Closures.pdf


2018 Clermont Sips & Salsa Festival
Broadway Pet Grooming Spa
uneral Home
Main Event Bar & Grill
W Minneola Ave
7th St
W Minn ola Ave
Lake Ave
hurch
Four Corners Health & Rehab
Choice Colle
Home Fur
South Lake Animal League Thrift Shop
Yummis Frozen Yogurt and Cafe
Historic Downtown Clermont
7th St
W Montrose St
W Montr
Cheeser's Palace Cafe
W Montrose St
W Montrose St
Erika's Tea Room And Gifts
8th St
Livi and Tate
Clermont City Hall
Lake Ave
CLERMONT
Choice of Champions
SIPS & Salsa FESTIVAL

CITY OF CLERMONT

AGENDA ITEM

Meeting Date

Tuesday, May 22, 2018

Agenda Item Name

Resolution No. 2018-19R

Requested Action

Recommend approval of 2019 Florida Division of Cultural Affairs Cultural Facilities Program Grant application request in the amount of $500,000 for the Meet us in the Middle Project, with the stipulation of a 2 to 1 matching funds.

Staff Report

In 2015 the Clermont City Council approved a master plan that will serve as the blueprint for the city—especially the downtown waterfront district—for the next 5, 10 and 20 years.

The next phase of the Master Plan is the Downtown Waterfront District which strikes at the heart of our master plan mission - The revitalization of Downtown. This area includes Montrose St, Minneola St and Osceola St. between West Ave and Lake Ave. The proposed improvements will consist of Streetscape, Landscaping, bathrooms, lighting, upgrades for event lighting and music, banners and beautification. A focal point will be created at City Hall Park to anchor downtown visitors, creating a destination and meeting point in the heart of downtown Clermont. In addition, we envision creating a refurbished park at the 8th Street Pier named "Meet us in the Middle" Plaza. This plaza will be the demarcation and celebration of the half waypoint of the Coast-to-Coast Trail. We plan to construct this project in 3 phases to allow for continued business operations and traffic flow in Downtown.

Staff is applying for this grant to leverage outside resources from the 2019 Florida Division of Cultural Affairs Cultural Facilities Program Grant application request in the amount of $500,000 for the Meet us in the Middle Project, with the stipulation of a 2 to 1 matching funds. Funding in the amount of $1,000,000 for the required match can be partially in the form of cash and expenditures incurred at the project site during the last 5 years from June 1, 2019; Other grants, legislative funding and inside resources will be used for this necessary match.

Additional Analysis

Fiscal Impact Summary

The matching portion is included in the current year approved budget.

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)

1. 2018-19R Meet Us In The Middle Grant Resolution 2018-19R Meet Us In The Middle Grant Resolution.doc

CITY OF CLERMONT
RESOLUTION NO. 2018-19R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE FLORIDA DIVISION OF CULTURAL AFFAIRS CULTURAL FACILITIES PROGRAM REQUESTING $500,000 FOR THE MEET US IN THE MIDDLE PROJECT AND FURTHER AUTHORIZING AN AMOUNT OF $500,000 AS THE CITY'S REQUIRED MATCHING FUNDS.

WHEREAS, the City of Clermont has the opportunity to apply for funding in the amount of $500,000 the Meet Us In The Middle Project, stipulation of a 2 to 1 matching funds; and

WHEREAS, funding in the amount of $500,000, necessary for the required match can be partially in the form of cash and expenditures relating to the Meet Us In The Middle Project.

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

SECTION 1.

The above recitals are hereby adopted.

SECTION 2.

That the City Council hereby authorizes the use of $500,000 in eligible expenditures or cash to be available by July 1, 2019 for required matching funds for a grant application to the Florida Division of Cultural Affairs in the quest for funding for the project.

SECTION 3.

This Resolution shall be effective upon adoption.

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida this 22nd day of May, 2018.

CITY OF CLERMONT

____
Gail L. Ash, Mayor

ATTEST:

____
Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

____
Daniel F. Mantzaris, City Attorney

CITY OF CLERMONT

AGENDA ITEM

Meeting Date	
Tuesday, May 22, 2018	

Agenda Item Name	
Ordinance No. 2018-20 *Final*	

Requested Action	
Recommend approval of Ordinance 2018-20.	

Staff Report

The proposed amendments to Chapter 54, Article IV Special Events address safety concerns and ensures a standardized process for the processing of Special Event Permits.

The popularity of City Parks has grown exponentially and many groups and individuals seek to utilize these parks to hold special events both large and small. The existing code only requires a Special Event Permit for events over two hundred fifty (250) people. Staff has found that events under this number require oversight from multiple departments to ensure the safety of the event, surrounding park goers and the general public. By having all events complete the Special Event process, the City can provide exceptional service for all park users.

City staff has observed a large number of groups and individuals setting up tables, stands and other means of distributing literature and/or materials on City property. These displays are frequently placed on walkways and trails within parks or on the trail at Waterfront Park. These displays have occasionally created safety hazards from their placement. The proposed amendment requires individuals and/or organizations wishing to utilize a display to secure a Special Event Permit. This will enable City staff to review the placement of the display to verify it meets all safety requirements and does not pose a hazard.

Staff recommends approval of the Ordinance.

Additional Analysis

Fiscal Impact Summary

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)

1.	2018-20 - Special Events 2nd reading (Clean)	2018-20 - Special Events 2nd reading (Clean).docx
2.	Legal Ad	O-2018-20 Special Event Amendment.doc

CITY OF CLERMONT
ORDINANCE NO. 2018-20

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING CHAPTER 54, STREETS, SIDEWALKS AND OTHER PUBLIC PLACES, SECTION 54-101, "DEFINITIONS" AND SECTION 54-102 "PERMIT REQUIRED/EXEMPTIONS", CREATING SECTION 54-107 "DISTRIBUTION OF MATERIALS ON CITY PROPERTY", REPEALING ALL ORDINANCES IN CONFLICT HEREWITH, PROVIDING FOR SEVERABILITY, CODIFICATION AND EFFECTIVE DATE.

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

SECTION 1.

Chapter 54, Street, Sidewalks and Other Public Places, Section 54-101, Definitions, is hereby amended as follows, Section 54-102, Permit Required/Exemptions is amended as follows, and Section 543-107 Distribution of Materials on City Property is hereby created at follows:

Section 54-101 Definitions

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly requires otherwise:

1. "*Advertise"* is the act of publicly announcing or calling public attention to a person, thing, place, or event and shall include, but not be limited to, the distribution of handbills or mass mailings, the use of outdoor advertising and announcements by radio, television, or newspaper. Distribution also includes the use of electronic media to include email, internet, social media sites, and other electronic means.

2. "*Event Organizer"* means a business, Corporation, Limited Liability Company, individual, or any other legal entity which organizes, sponsors, or operates a Special Event.

3. *"Regulated Property"* means all real property located within the municipal boundaries of the City of Clermont, to include the waterways, access points and lakes or other bodies of water under the control of the State of Florida or Lake County Board of County Commissioners whose use may require action by City resources such as, but not limited to, the Police, Fire or Public Works Departments. Any property within the City of Clermont owned by the Lake County School Board is exempt from this definition and the applicable requirements of this ordinance.

4. "*Parade"* is any procession, march or assembly wherein the participants travel by foot, vehicle or otherwise in or upon any street, sidewalk, public right-of-way, bicycle path, public property, or public parking facility within the City; provided, however, that "parade" shall not include a peaceful procession or peaceful picketing that is conducted off the street or roadway in conformance with all traffic laws, City ordinances and State Statutes and not in a manner as to obstruct vehicular or pedestrian traffic.

5. *"Public Use"* is any lawful utilization of city owned parks, grounds, or other facilities which is not prohibited by any applicable regulation, ordinance, or law and which does not in fact interfere with, or tend to interfere with or obstruct the use of the park grounds or facilities by the general public or by any other person or person previously authorized to utilize the same.

6. *"Special Event"* means a temporary assembly held on regulated property within the City of Clermont, not regularly used by the event organizer to conduct its business or affairs. Special Events may be "for profit" or "not-for-profit". A Special Event shall include, but not be limited to, any ceremony, exhibition, show, concert, wedding, large gathering, pageant, rally, private entertainment events, seasonal holiday sales, professional performances, concerts, parades, street dances, sporting events, festivals, competitions, art shows, runs/races/walks or assembly, and any event where fireworks shall be used, exploded or displayed.

7. *"Firework"* shall mean and include any combustible or explosive composition, or any substance or combination of substances, or, except as hereinafter provided, any article prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation, and shall include blank cartridges and toy cannons in which explosives are used, the type of balloons which require fire beneath to propel the same, firecrackers, torpedoes, skyrockets, Roman Candles, Daygo Bombs, and any fireworks containing any explosive or flammable compound or any tables or other device containing any explosive substance.

Section 54-102 Permit Required/ Exemptions

1. All Special Events held on regulated property within the City of Clermont require a Special Events Permit in accordance with the provisions of this Ordinance, unless expressly exempted. No event organizer required by this Ordinance to obtain a Special Events Permit shall advertise, engage in, participate in, aid, form, or start any Special Event prior to obtaining a Special Events Permit from the City of Clermont.

   a. Special Events requiring a permit shall be any event or activity; other than the normal day to day or seasonal operations of concerns licensed or established within the City of Clermont, which is designed, advertised, or intended to attract the participation or attendance of more than two hundred fifty (250) people.

   b. Special Events requiring notification only shall be any events or activities, other than the normal day-to-day or seasonal operations of concerns licensed or established within the City of Clermont which is designed or intended to attract the participation of more than one hundred (100) but less than two hundred fifty (250) people.

c. Any organized activity, including but not limited to any ceremony, exhibition, show, concert, wedding, large gathering, pageant, rally, private entertainment events, seasonal holiday sales, professional performances, concerts, parades, street dances, sporting events, festivals, competitions, art shows, runs/races/walks or assembly, and any event where fireworks shall be used, exploded or displayed that is held on City property shall be required to obtain a Special Events Permit.

Section 54-107 Distribution of Materials on City Property

The City prohibits the use of any tables, stands, risers, benches, chairs or objects of any kind as a means of, or as part of, the distribution of pamphlets, handbills, circulars, newspapers, materials and/or literature on City property without an approved Special Event Permit.

SECTION 2.

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

SECTION 3.

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 4.

Section 1 of this Ordinance shall be codified as a part of the Clermont City Code. The codifier is authorized to make editorial changes not effecting the substance of this Ordinance by the substitution of "Article" for "Ordinance", "Section" for "Paragraph", or otherwise to take such editorial license.

SECTION 5.

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

CITY OF CLERMONT
ORDINANCE NO. 2018-20

PASSED AND ADOPTED by the City Council of the City of Clermont, this 22nd day of May, 2018.

CITY OF CLERMONT

____
Gail L. Ash, Mayor

ATTEST:

____
Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

____
Daniel F. Mantzaris, City Attorney

LEGAL NOTICE

Notice is hereby given that the City of Clermont will consider the enactment of the following proposed ordinance. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2018-20

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING CHAPTER 54, STREETS, SIDEWALKS AND OTHER PUBLIC PLACES, SECTION 54-101, "DEFINITIONS" AND SECTION 54-102 "PERMIT REQUIRED/EXEMPTIONS", CREATING SECTION 54-107 "DISTRIBUTION OF MATERIALS ON CITY PROPERTY", REPEALING ALL ORDINANCES IN CONFLICT HEREWITH, PROVIDING FOR SEVERABILITY, CODIFICATION AND EFFECTIVE DATE.

A meeting to consider the Ordinance will be held before the City Council on Tuesday, May 22, 2018 at 6:30pm for final enactment.

The meeting will be held in Clermont City Hall located at 685 West Montrose Street, Clermont, FL 34711.

This ordinance is available for public inspection in the office of the City Clerk, 685 West Montrose Street, Monday through Friday between the hours of 8:00am and 5:00pm.

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
May 8, 2018

CITY OF CLERMONT

AGENDA ITEM

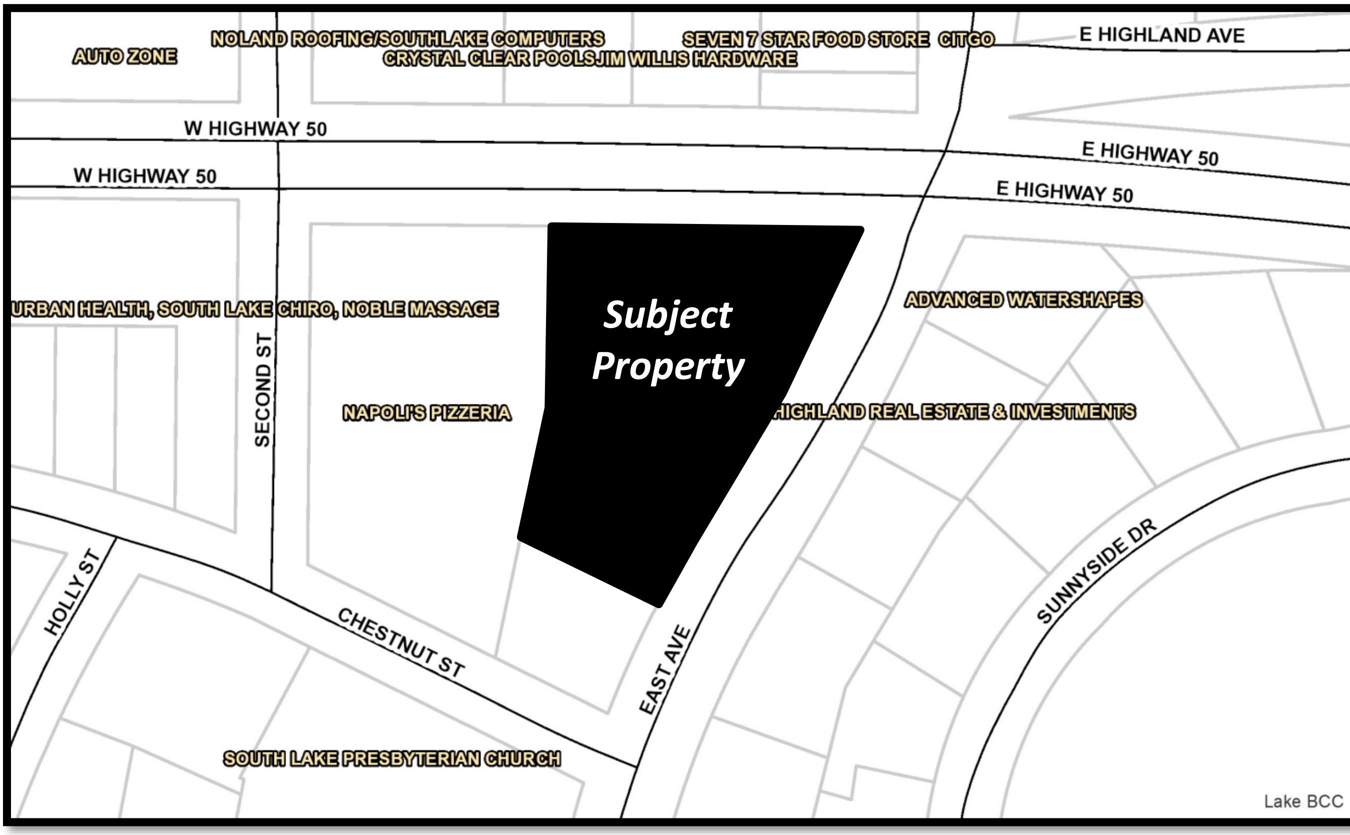
Meeting Date	
Tuesday, May 22, 2018	
Agenda Item Name	
Resolution No. 2018-11 *Table to June 26, 2018*	
Requested Action	
Recommend tabling of Resolution No. 2018-11 to June 26, 2018.	
Staff Report	
Additional Analysis	
Fiscal Impact Summary	

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

Exhibits Attached (copies of original agreements)

1.	7-Eleven East Ave Maps	7-Eleven East Ave Maps.pdf
2.	1043321 - 7-Eleven Clermont - CUP Application. exe	1043321 - 7-Eleven Clermont - CUP Application. exe.pdf
3.	7-11 CUP Ad	7-11 CUP Ad.pdf

Exhibit - Location Map
7-Eleven @ SR 50 and East Ave.



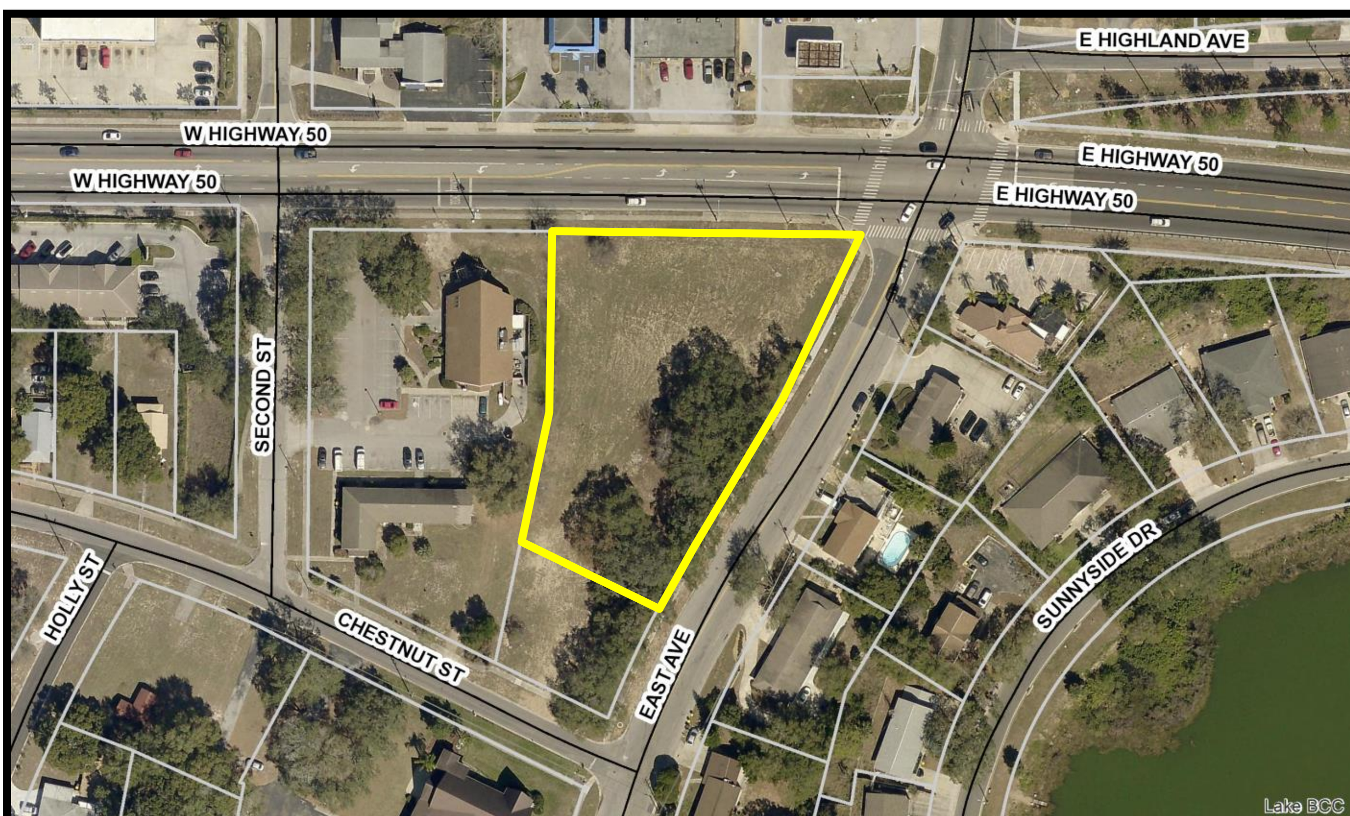
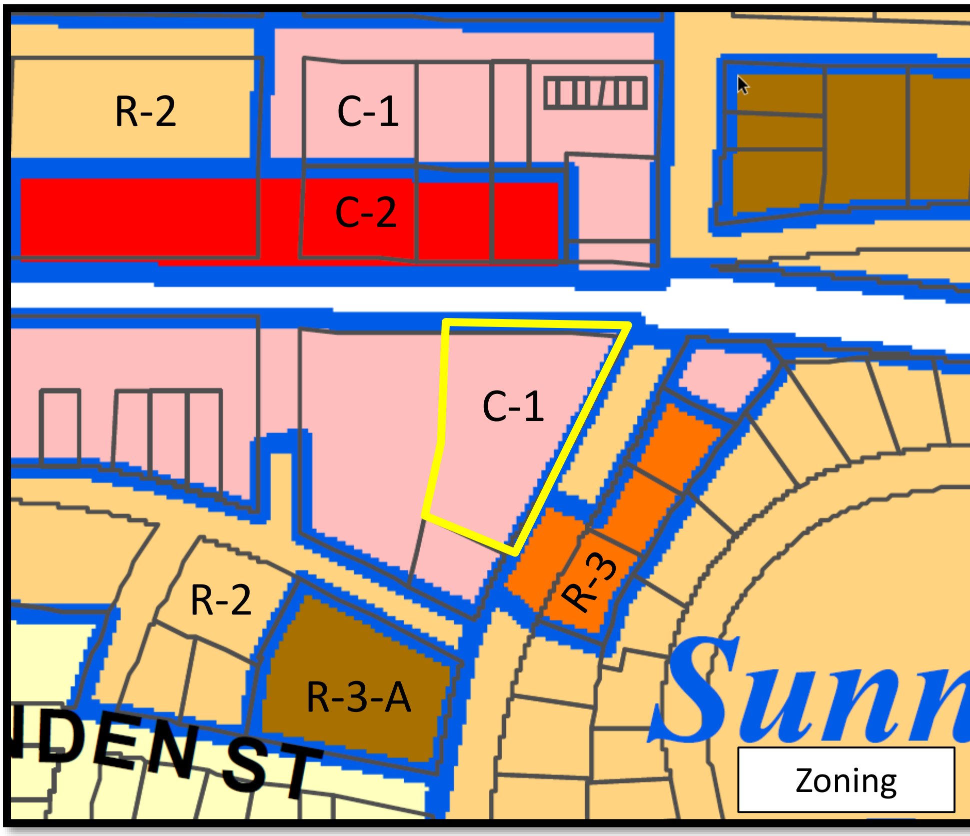
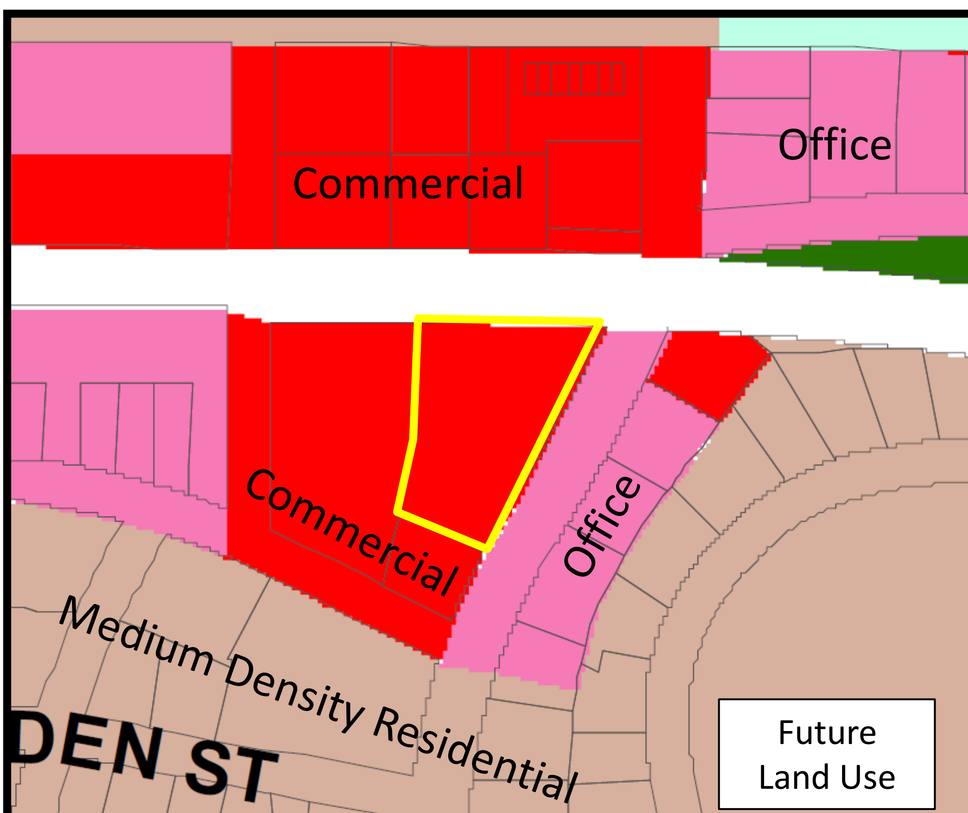


Exhibit – Zoning and Future Land Use Map
7-Eleven @ SR 50 and East Ave





CLERMONT
Choice of Champions

CONDITIONAL USE PERMIT (CUP)
APPLICATION

DATE: 3/21/2018

FEE: $845
+ cost of advertisement

PROJECT NAME (if applicable): 7-Eleven SR 50 East Avenue (Pre-app 1/3/18)

APPLICANT: S&ME, Inc.

CONTACT PERSON: Jason Bullard

Address: 1615 Edgewater Drive - Suite 200

City: Orlando State: Florida Zip: 32804

Phone: (407) 975-1273 Fax:

E-Mail: jbullard@smeinc.com

OWNER: Salvatore's, Inc.

Address: 151 W Highway 50

City: Clermont State: Florida Zip: 34711

Phone: Fax:

Address of Subject Property: WEST HIGHWAY 50 CLERMONT FL 34711

General Location: The property is located at the southwest corner of S.R. 50 and East Avenue.

Legal Description (include copy of survey): See Attached Survey.

Land Use (City verification required): C-1 Light Commercial

Zoning (City verification required): Commercial

CITY OF CLERMONT
CONDITIONAL USE PERMIT (CUP)
APPLICATION
Page 2

Detailed Description of request (What are you proposing to do and why is it appropriate for this location? Attach additional page is necessary.

See attached justification letter.

Jason Bullard
Applicant Name (print)

X
Applicant Name (*signature*)

Salvatore's, Inc.
Owner Name (print)

X See attached letter of authorization
Owner Name (*signature*)

*** * * * * * NOTICE * * * * * ***

IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A DELAY ON PROCESSING AND WILL NOT BE SCHEDULED UNTIL CORRECTIONS ARE MADE.

City of Clermont
Development Services Department
685 W. Montrose St.
P.O. Box 120219
Clermont, FL. 34712-021 9
(352) 394-4083 Fax: (352) 394-3542

CLERMONT
Choice of Champions

CITY OF CLERMONT
CONDITIONAL USE PERMIT (CUP)
FILING INSTRUCTIONS

1. Prior to submitting an application, a meeting with the Development Services Director is required. Call 394-4083 to schedule a meeting.

2. After meeting with the Planning Manager, the applicant shall prepare and submit 6 sets of preliminary site plans for review by the Site Review Committee (SRC) (if required). The preliminary site plan shall clearly depict the proposed project, showing the location and dimensions of the site, topographic features including floodplains and wetlands, all existing and proposed structures, architectural elevations (all sides), signs, driveways, parking areas and landscaping, etc.

3. After the preliminary site plans are reviewed by the Site Review Committee (SRC), a list of review comments will be forwarded to the applicant. The applicant will then revise the preliminary site plan, addressing the comments from the SRC. The revised plans must be approved by the SRC prior to submitting the CUP application.

4. Upon preliminary site plan approval, the applicant will submit a complete CUP application, including the revised preliminary site plan. The revised preliminary site plan is for purposes of the conditional use permit only, and is not an approved site plan for construction.*

5. Complete CUP applications that are submitted to and accepted by the Development Services Director on or before the 1st of the month will be scheduled for public hearings the following month. Public hearings are scheduled for the 1st and 4th Tuesdays of the following month for the Planning & Zoning Commission and the City Council respectively.

6. Your presence at the Public Hearings is strongly recommended. Staff will present the application, but it is the applicant's responsibility to make a case for their request.

** The site plan submitted with the CUP application is <u>not</u> the final site plan approved for construction. After the CUP is approved by the Council, site plans and the site review application shall be submitted to the Site Review Committee for review and approval, pursuant to Chapter 86 of the City of Clermont's Land Development Regulations. Construction can commence only after the final site plans have been approved and a zoning clearance has been issued.*

CITY OF CLERMONT
CONDITIONAL USE PERMIT (CUP)
FILING INSTRUCTIONS

In addition to the attached application, the applicant shall provide the follow information:

1. Proof of ownership, i.e. tax receipt, deed, or Lake County Property record card.

2. A complete legal description and survey of the subject property.

3. A preliminary site plan clearly depicting the proposed project, showing the location and dimensions of the site, topographic features including floodplains and wetlands, all existing and proposed structures, architectural elevations (all sides), signs, driveways, parking areas and landscaping, etc. Maximum size for plans is 11" x 17" (two full size copies for detail as needed, depending on type of CUP)

4. One PDF copy of the Site Plan on disk, as directed by City staff. This will depend if the project borders a Lake County right-of-way.

5. Plans for the provision of services and infrastructure, and if required, traffic studies, Transportation Proportionate Fair Share information, or School Concurrency information.

6. Landscape plans in conformance with Chapter 118 of the Code. (see #3 above)

7. Original signature application

APPLICATION FEE: $845.00, plus the cost of the advertisement

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

March 30, 2018

Curt Henschel
City of Clermont
685 W. Montrose St.
Clermont, FL, 34711

Reference: 7-Eleven 104331 - S.R. 50 and East Ave. – Conditional Use Justification Letter

Dear Mr. Henschel:

This letter is in reference to the Conditional Use Permit application for the proposed 7-Eleven facility (convenience store with fuel pumps) located at the southwest corner of West S.R. 50 and East Avenue. The subject parcel, 24-22-25030000800100, is zoned C-1 Light Commercial. Within the C-1 Light Commercial zoning district convenience store and fuel sales uses are allowed as a conditional use. The proposed 7-Eleven facility would include a ±3,109 square foot convenience center and sixteen (16) fueling stations.

The existing surrounding parcels have uses and zoning classifications that are consistent and compatible with this request and proposed use. Immediately west of the site is zoned Light Commercial and is being used for a Restaurant. North of the subject parcel, directly across S.R. 50 there is a Light Commercial parcel currently being used as a convenience store with fueling stations. The other three parcels north of S.R. 50 are General commercial with various retail uses. The southeast corner of the intersection of S.R. 50 and East Avenue is zoned Light Commercial and is used for retail. Along East Avenue adjacent to the site the parcels are zoned R-3 Residential/Professional district. They are developed with residential and office uses.

The subject parcel is located on the southwest corner of West State Road 50 and East Avenue. State Road 50 is an Urban Principal Arterial road. East Ave is an Urban Major Collector road. The proposed development of the subject parcel is compatible with the roadway classifications and existing development along the roadways. The roadways support the siting of a convenience store with gas pumps as they are both high-volume commercial corridors and the subject parcel is located at a commercial node, intersections of the two corridors. The proposed development of a 7-Eleven facility (convenience store with fuel pumps) at the subject parcel is consistent with current C-1 Light Commercial zoning and is also compatible with the existing development uses.

Sincerely,

S&ME, Inc.
Jason Bullard, P.E.
Senior Project Manager

Florida Department of State DIVISION OF CORPORATIONS

Department of State / Division of Corporations / Search Records / Detail By Document Number /

Detail by Entity Name

Florida Profit Corporation
SALVATORE'S, INC.

Filing Information

Document Number	P02000030525
FEI/EIN Number	03-0416921
Date Filed	03/14/2002
Effective Date	03/13/2002
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	03/31/2005

Principal Address

151 W HIGHWAY 50
CLERMONT, FL 34711 UN

Changed: 04/01/2012

Mailing Address

5660 CR 561
CLERMONT, FL 34714

Changed: 04/28/2008

Registered Agent Name & Address

TIRRI, ANTHONY
5660 COUNTY ROAD 561
CLERMONT, FL 34714

Name Changed: 03/31/2005

Address Changed: 04/29/2010

Officer/Director Detail

Name & Address

Title D

TIRRI, JEAN
150 carr sector central
carolina, pr 00979 PR

Title ST

TIRRI, ANTHONY
5660 CR 561
CLERMONT, FL 34714

Annual Reports

Report Year	Filed Date
2015	04/28/2015
2016	08/31/2016
2017	04/24/2017

Document Images

04/24/2017 -- ANNUAL REPORT	View image in PDF format
08/31/2016 -- ANNUAL REPORT	View image in PDF format
04/28/2015 -- ANNUAL REPORT	View image in PDF format
03/21/2014 -- ANNUAL REPORT	View image in PDF format
02/24/2013 -- ANNUAL REPORT	View image in PDF format
04/01/2012 -- ANNUAL REPORT	View image in PDF format
01/22/2011 -- ANNUAL REPORT	View image in PDF format
04/29/2010 -- ANNUAL REPORT	View image in PDF format
04/27/2009 -- ANNUAL REPORT	View image in PDF format
04/28/2008 -- ANNUAL REPORT	View image in PDF format
04/30/2007 -- ANNUAL REPORT	View image in PDF format
04/27/2006 -- ANNUAL REPORT	View image in PDF format
03/31/2005 -- REINSTATEMENT	View image in PDF format
03/11/2003 -- ANNUAL REPORT	View image in PDF format
03/14/2002 -- Domestic Profit	View image in PDF format

March 23rd, 2018

S&ME, Inc.
1615 Edgewater Drive, Ste. 200
Orlando, FL 32804

RE: Letter of Authorization
Salvatore's, INC.

1043321-7-Eleven Clermont
Clermont, FL
Parcel ID: 24-22-25-030000800100

To Whom It May Concern:

I am authorizing Creighton Construction & Development. ("Creighton") and S&ME, Inc.(S&ME), as agent for Owner, to communicate and submit all required information as necessary in obtaining governmental approvals and permits for the above-referenced project.

Please note that S&ME is expressly prohibited from entering into any agreements on behalf of Owner, or any of its affiliates, that bind Owner financially, with the exception of standard application and permit costs, or that convey or restrict property rights.

Any reproduced copy of this signed original shall be deemed to be an original counterpart of this Letter of Authorization.

Sincerely,

Salvatore's, Inc
Jean Tirri
President

Sworn to me by Jean Marie Tirri Hill, single, executive and resident of Carolina, Puerto Rico, whom I personally know on this 23rd day of March 2018.

AFF. # 8402

My commission expire never.

Notary Public

RECIBO
18-B2611722
Sello
Jean Tirri
9397
03/23/2018
$5.00
Sello de Asistencia Legal
80115-2018-0323-46602018

Daily Commercial

Advertising Receipt

The Daily Commercial
PO Box 490007
Leesburg, FL 34749-0007
Phone: (352) 365-8200
Fax: (352) 365-1951

CITY OF CLERMONT
Cristina Andres
P.O. BOX 120219
CLERMONT, FL 34712

Account Number: 7101866
Order Number: 10075878
Phone: (352) 241-7331
Date: 04/17/18
Ad Taker: liana.rickman

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE Notice is hereby given that the City of Clermont will consider a r	04/24/2018	05/15/2018	**$173.52**

LEGAL NOTICE

Notice is hereby given that the City of Clermont will consider a request for a Conditional Use Permit to allow a convenience store with fuel sales in the C-1 Light Commercial zoning district.

LOCATION
Southwest corner of SR 50
and East Avenue
Alternate Key #1619432

A complete legal description may be obtained in the Development Services Department located at 685 W. Montrose Street, Clermont, FL 34711.

This request will be considered by the Planning & Zoning Commission on Tuesday, May 1, 2018 at 6:30pm.

A public meeting to consider the request will be held before the City Council on Tuesday, May 22, 2018 at 6:30pm.

All meetings will be held in City Hall located at 685 West Montrose Street.

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) 241-7331, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC
City Clerk

Ad No: 10075878
April 24, 2018 &
May 15, 2018

Payment Info	
Ad Price	**$173.52**
Tax	**$0.00**
Sub Total	**$173.52**
Prepaid Amount	**$0.00**
Balance Due	**$173.52**

CITY OF CLERMONT

AGENDA ITEM

Meeting Date	
Tuesday, May 22, 2018	

Agenda Item Name	
Resolution No. 2018-12 *Fifty West Realty*	

Requested Action	
Recommend approval of Resolution No. 2018-12	

Staff Report

The applicant, is requesting a Conditional Use Permit to allow for a professional office and mixed use building to occupy more than 20,000 square feet of floor space. The mixed use building is an out parcel located within the Plaza Collina Planned Unit Development. The zoning of subject property requires any structure occupying more than 20,000 square feet of floor space shall require a Conditional Use Permit. The vacant parcel is approximately 2.0 acres+/- and will be located between the Toyota of Clermont and Don Mealey Chevrolet Dealerships. The proposed site plan will allow construction for a single building not to exceed 35,000 square feet of floor space.

Staff has reviewed the application and believes the proposed use is consistent with the Plaza Collina Planned Unit Development Master Plan and will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity and the proposed use will comply with the regulations and conditions specified. Therefore, staff recommends approval of the request for a Conditional Use Permit to allow for a single building not to exceed 35,000 square feet of floor space; with the conditions contained in Resolution 2018-12.

The Planning and Zoning Commission on May 1, 2018, voted unanimously to recommend approval of Resolution No. 2018-12.

Additional Analysis

Fiscal Impact Summary

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)

1.	Resolution 2018-12 CUP FINAL	Resolution 2018-12 CUP FINAL.pdf
2.	Fifty West Realty Maps	Fifty West Realty Maps.pdf
3.	17-033 CUP Site Plan	17-033 CUP SP.pdf
4.	Fifty West Schem.Concept Elevation	Fifty West Schem.Concept Elevation.pdf
5.	CUP-Application2017	CUP-Application2017.pdf
6.	FIFTY WEST CUP AD	FIFTY WEST CUP AD.pdf

CITY OF CLERMONT
RESOLUTION NO. 2018-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW A SINGLE BUILDING TO OCCUPY MORE THAN 20,000 SQUARE FEET OF FLOOR SPACE

WHEREAS, the granting of this Conditional Use Permit will not adversely affect the officially adopted Comprehensive Plan of the City; such use will not be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity; the proposed use will comply with the regulations and conditions specified in the codes for such use; and the proposed use may be considered desirable at the particular location.

WHEREAS, this Conditional Use Permit request is only for a single building to be constructed on the lot described in the legal description and will also be governed under the existing Resolution No., 2015-08, Plaza Collina Mixed Use Planned Unit Development.

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida at a meeting held May 1, 2018 recommended approval of this Conditional Use Permit to allow for a single building occupying more than 20,000 square feet of floor space; at the following location:

LOCATION:
Vacant land (2.00 acres +/-) on the north side of SR 50
between Toyota of Clermont and Don Mealey Chevrolet
Portion of Alternate Key #3906281

The City Council deems it advisable in the interest of the general welfare of the City of Clermont, Lake County, Florida to grant this Conditional Use Permit.

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

This application for a Conditional Use Permit to allow for a single building occupying more than 20,000 square feet of floor space; be granted subject to the following conditions:

CONDITIONAL USE PERMIT CONDITIONS:

<u>Section 1.</u> **General Conditions**

1. The conditions as set forth in this Conditional Use Permit shall be legally binding upon any heirs, assigns and successors in title or interest.

2. No expansion of the use or additions to the facility shall be permitted except as approved by another Conditional Use Permit.

3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.

4. The structure shall be inspected by the Fire Inspector for life safety requirements and all requirements must be met prior to any Certificate of Occupancy being issued.

5. The structure shall be inspected by the Building Inspector and all building code violations must be corrected prior to a Certificate of Occupancy being issued.

6. The final Certificate of Occupancy shall not be issued until each of the stated conditions has been met and all impact fees have been paid per City standards.

7. If any of the stated conditions are violated, the applicant understands and agrees that the City Council may revoke this Conditional Use Permit by resolution.

8. The Conditional Use Permit must be executed and filed in the office of the City Clerk within 90 days of its date of grant by the City Council or the Permit shall become null and void.

9. The applicant shall record in the Public Records of Lake County within 90 days of its date of approval by the City Council, a short-form version of this Conditional Use Permit as provided by the City or a form acceptable to the City, to provide notice to all interested parties, the assigns, successors and heirs of the developer/applicant and all future owners of the above-referenced property that the real property described above is subject to the terms and conditions of the Conditional Use Permit.

10. No business can occupy any portion of the building(s) after construction and final Certificate of Occupancy, unless the proposed business has applied for and obtained a Local Business Tax Receipt from the Development Services Department.

11. The property shall be developed in substantial accordance with the Conceptual Site Plan prepared by McCoy & Associates, dated April 2, 2018. Any new development on the subject property must be submitted for site plan review and approved by the Site Review Committee prior to the issuance of a zoning clearance or other development permits. The conceptual site plans submitted with the Conditional Use Permit application are not the approved construction plans.

12. This permit shall become null and void if substantial construction work has not begun within two (2) years of the date of this Conditional Use Permit is executed and signed by the permittee. "Substantial construction work" means the commencement and continuous prosecution of construction of required improvements ultimately finalized at completion.

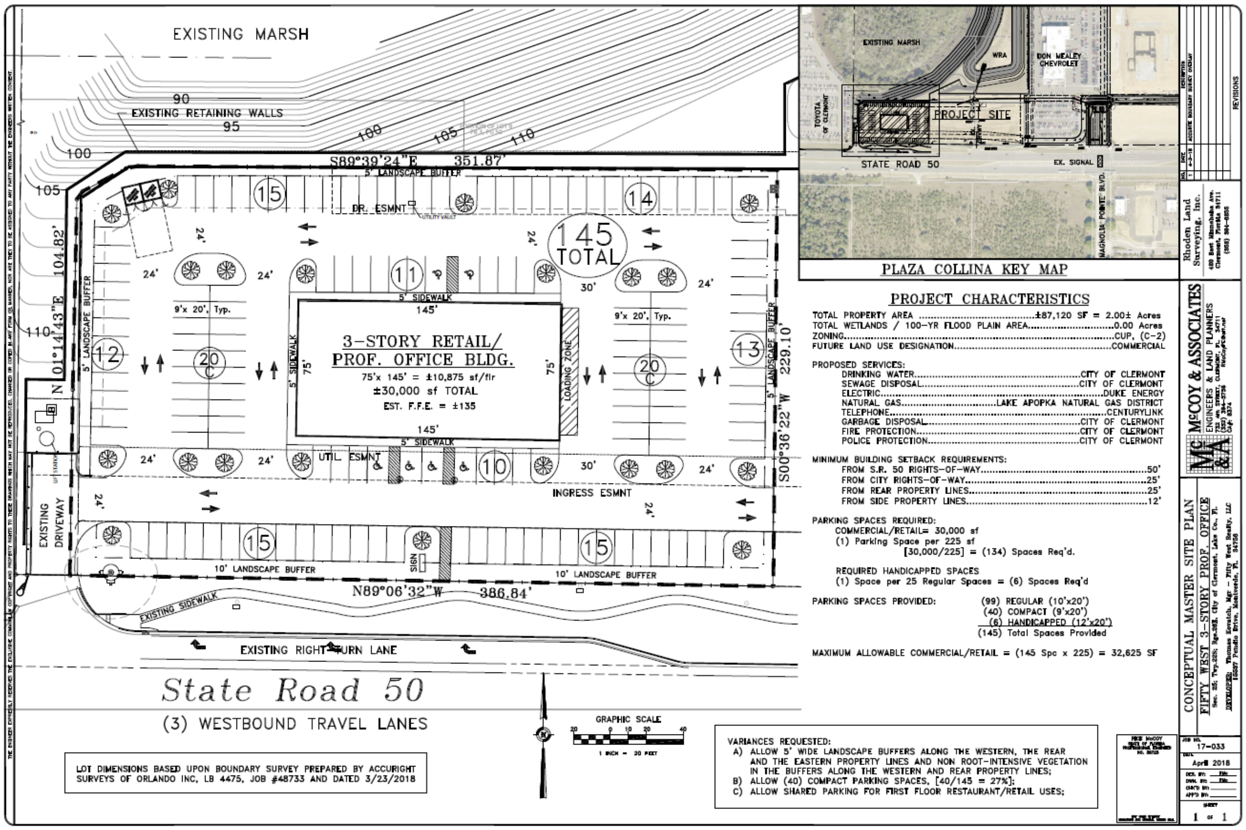
Section 2 – Land Use

1. This Conditional Use Permit is for a single building not to exceed 35,000 square feet of floor area on the area described in the legal description.

2. The site shall comply with the conditions contained in Resolution No. 2015-08, Plaza Collina Mixed Use Planned Unit Development.

3. The site shall be developed according to the City of Clermont Land Development Codes, Building Regulations and must meet the City of Clermont Architectural Standards.

Conceptual Site Plan:



Legal Description:

A PORTION OF LOT 9, MAP OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE HIGHLANDS COMPANY, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 50, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA; RUN THENCE S00°40'13"W, ALONG THE WEST LINE OF SAID SECTION 25, A DISTANCE OF 1183.68 FEET TO THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 50 (WEST COLONIAL DRIVE); THENCE S89°06'32"E, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 34.00 FEET FOR A POINT OF BEGINNING; THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE RUN N 00°41'19"E A DISTANCE OF 209.49 FEET; THENCE RUN N64°13'54"E A DISTANCE OF 33.42 FEET; THENCE S89°40'04"E A DISTANCE OF 356.44 FEET; THENCE S00°41'19"W A DISTANCE OF 227.96 FEET TO SAID NORTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 50 (WEST COLONIAL DRIVE); THENCE N89°06'32"W ALONG SAID NORTH RIGHT-OF-WAY LINE FOR A DISTANCE OF 386.35 FEET TO THE POINT OF BEGINNING.

CONTAINS 87,125 SQUARE FEET OR 2.00 ACRES, MORE OR LESS.

CITY OF CLERMONT
RESOLUTION NO. 2018-12

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 22nd day of May, 2018.

CITY OF CLERMONT

____
Gail L. Ash, Mayor

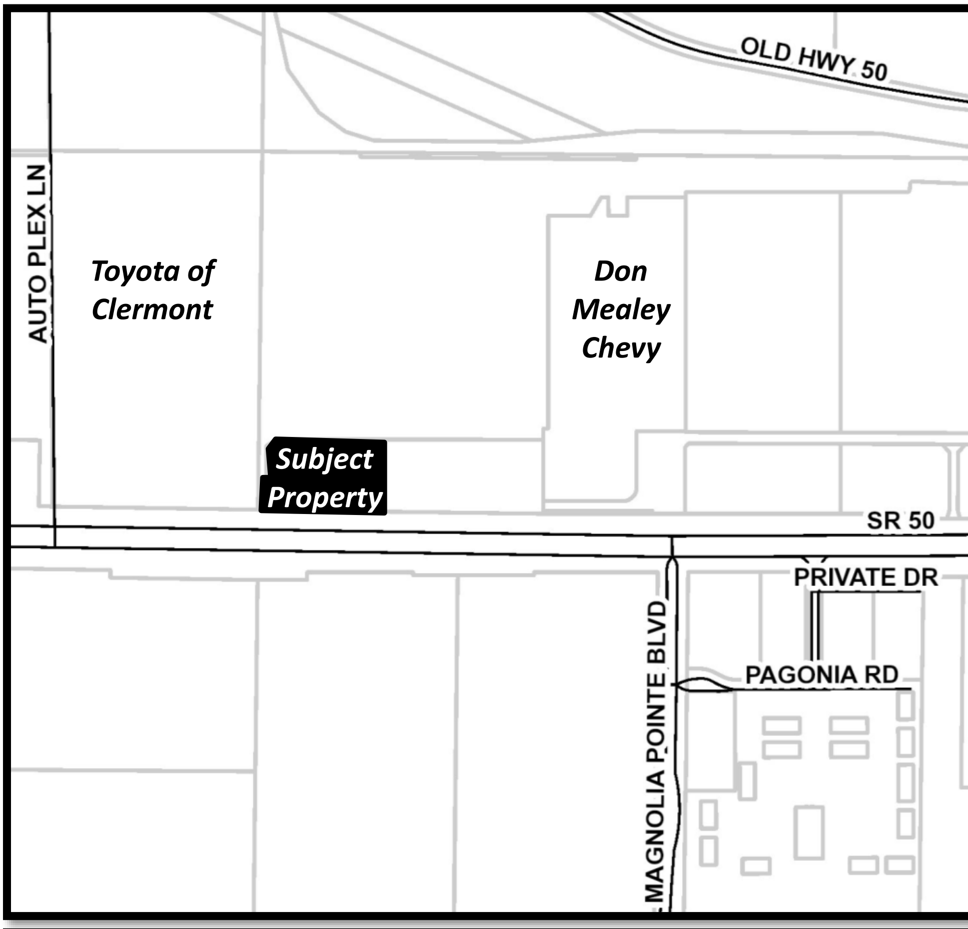
ATTEST:

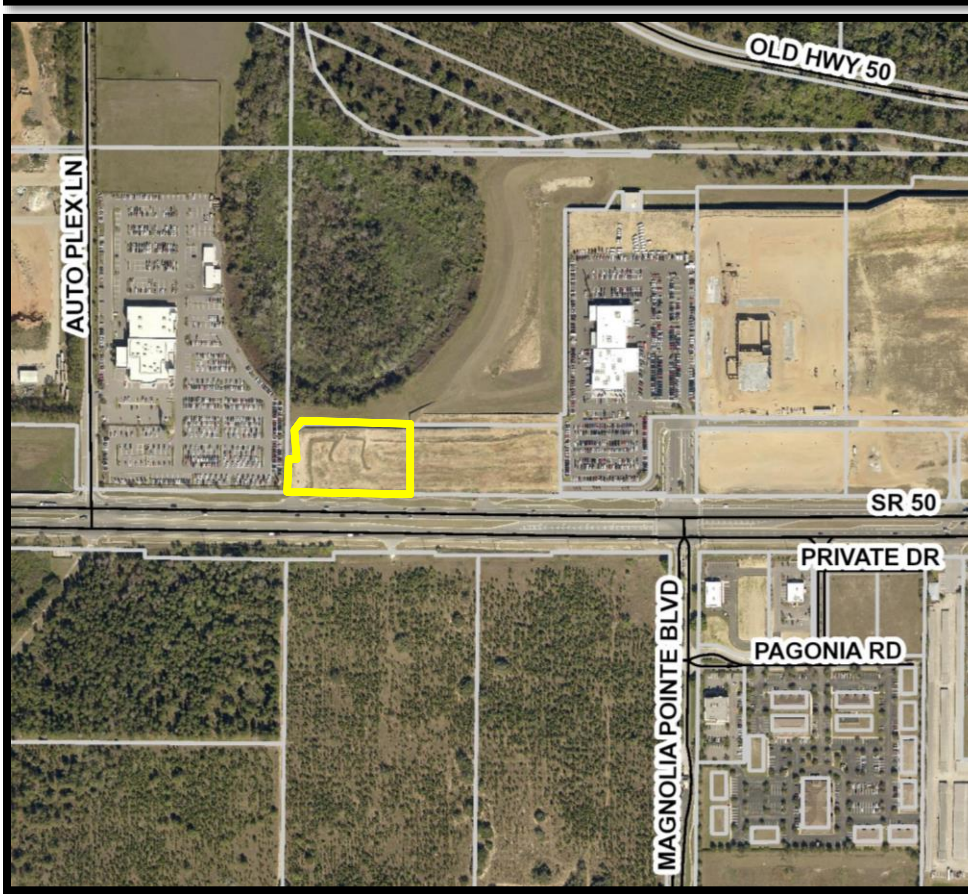
____
Tracy Ackroyd Howe, City Clerk

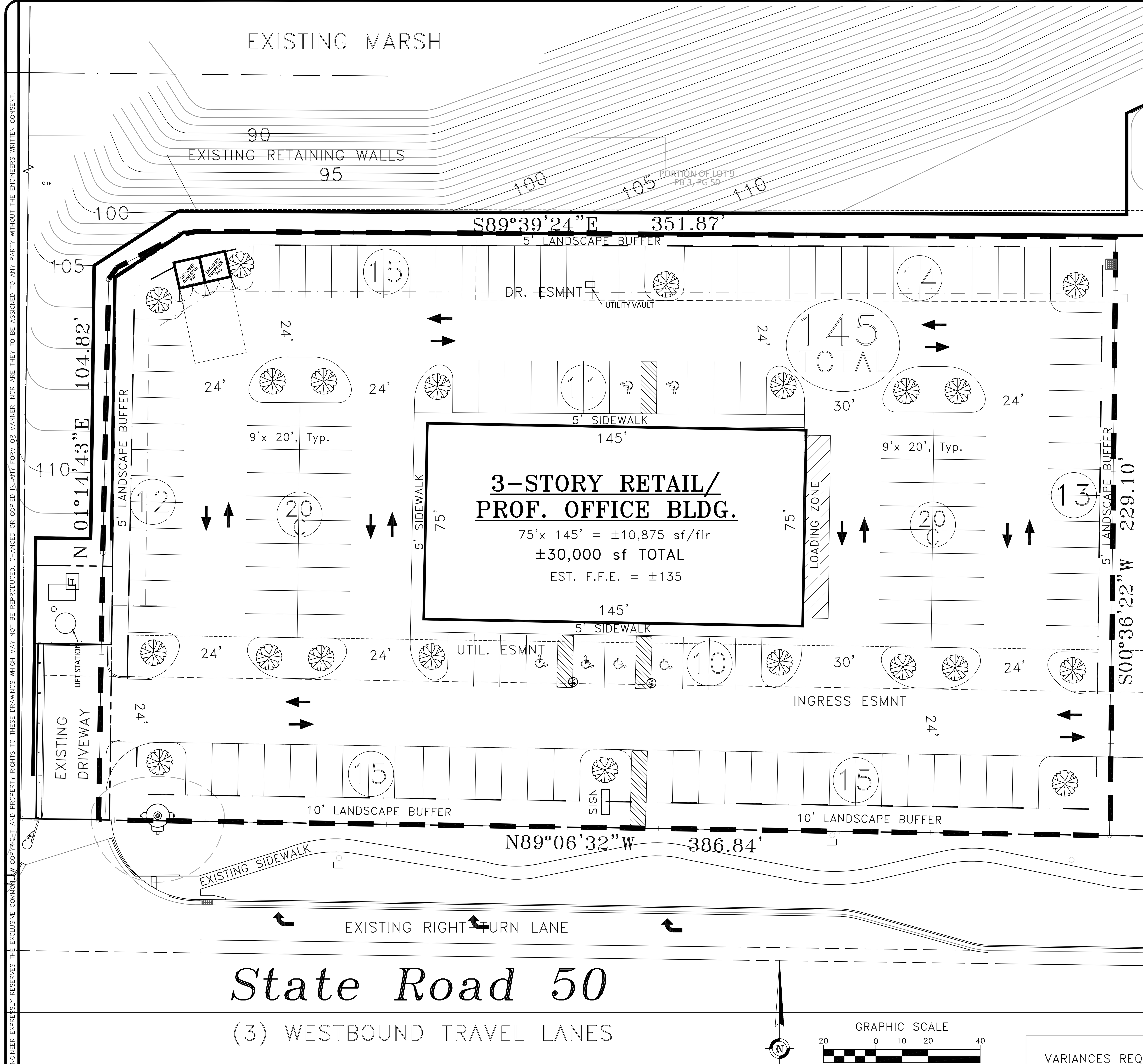
Approved as to form and legality:

____
Daniel F. Mantzaris, City Attorney

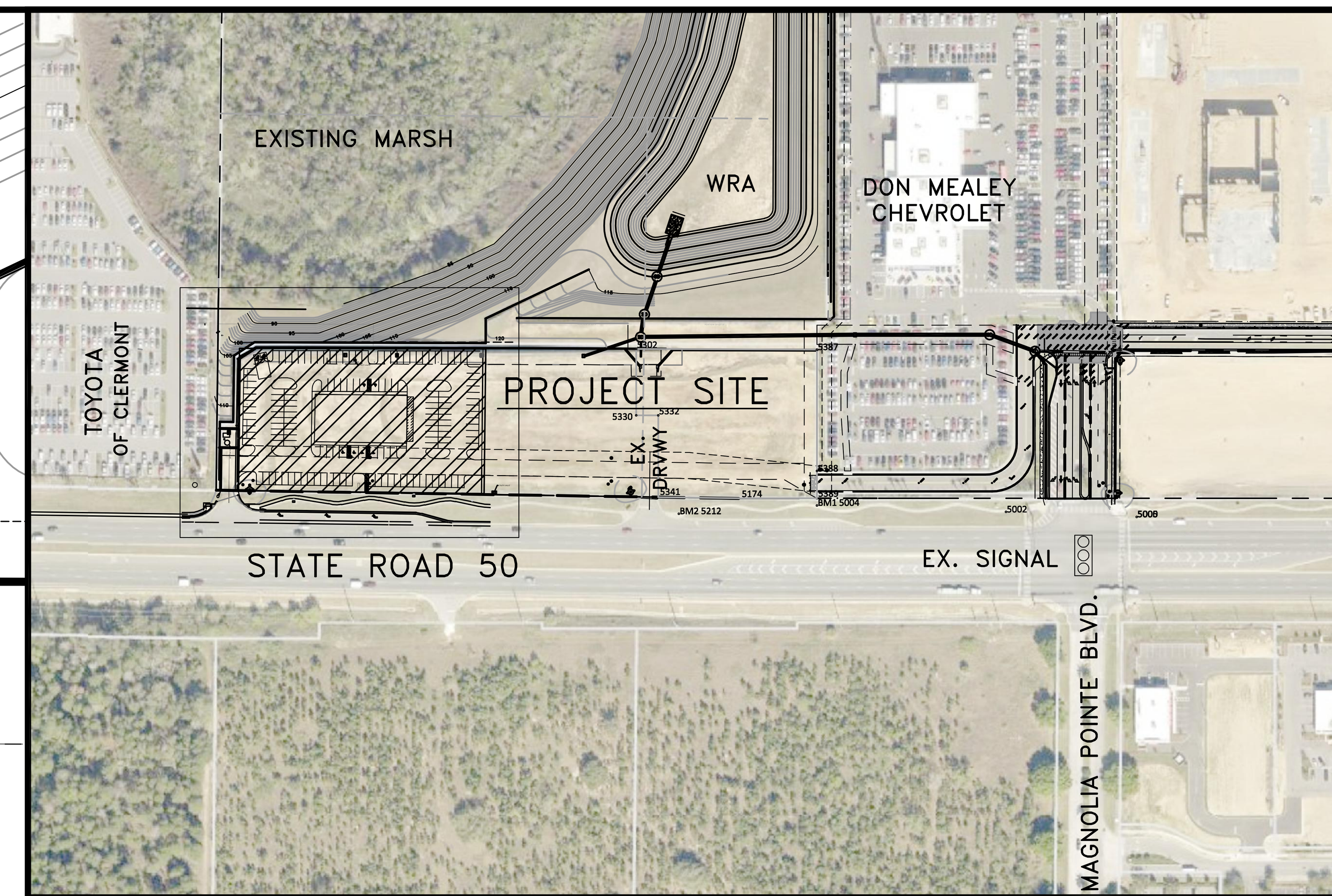
Exhibit - Location Map – Fifty West Realty







LOT DIMENSIONS BASED UPON BOUNDARY SURVEY PREPARED BY ACCURIGHT SURVEYS OF ORLANDO INC, LB 4475, JOB #48733 AND DATED 3/23/2018



PLAZA COLLINA KEY MAP

PROJECT CHARACTERISTICS

TOTAL PROPERTY AREA .... ±87,120 SF = 2.00± Acres
TOTAL WETLANDS / 100-YR FLOOD PLAIN AREA .... 0.00 Acres
ZONING .... CUP, (C-2)
FUTURE LAND USE DESIGNATION .... COMMERCIAL

PROPOSED SERVICES:
- DRINKING WATER .... CITY OF CLERMONT
- SEWAGE DISPOSAL .... CITY OF CLERMONT
- ELECTRIC .... DUKE ENERGY
- NATURAL GAS .... LAKE APOPKA NATURAL GAS DISTRICT
- TELEPHONE .... CENTURYLINK
- GARBAGE DISPOSAL .... CITY OF CLERMONT
- FIRE PROTECTION .... CITY OF CLERMONT
- POLICE PROTECTION .... CITY OF CLERMONT

MINIMUM BUILDING SETBACK REQUIREMENTS:
- FROM S.R. 50 RIGHTS-OF-WAY .... 50'
- FROM CITY RIGHTS-OF-WAY .... 25'
- FROM REAR PROPERTY LINES .... 25'
- FROM SIDE PROPERTY LINES .... 12'

PARKING SPACES REQUIRED:
COMMERCIAL/RETAIL= 30,000 sf
(1) Parking Space per 225 sf
[30,000/225] = (134) Spaces Req'd.

REQUIRED HANDICAPPED SPACES
(1) Space per 25 Regular Spaces = (6) Spaces Req'd

PARKING SPACES PROVIDED:
(99) REGULAR (10'x20')
(40) COMPACT (9'x20')
(6) HANDICAPPED (12'x20')
(145) Total Spaces Provided

MAXIMUM ALLOWABLE COMMERCIAL/RETAIL = (145 Spc x 225) = 32,625 SF

VARIANCES REQUESTED:
A) ALLOW 5' WIDE LANDSCAPE BUFFERS ALONG THE WESTERN, THE REAR AND THE EASTERN PROPERTY LINES AND NON ROOT-INTENSIVE VEGETATION IN THE BUFFERS ALONG THE WESTERN AND REAR PROPERTY LINES;
B) ALLOW (40) COMPACT PARKING SPACES, [40/145 = 27%];
C) ALLOW SHARED PARKING FOR FIRST FLOOR RESTAURANT/RETAIL USES;

NO.	DATE	DESCRIPTION
1	4-2-18	ACCURITE BOUNDARY SURVEY OVERLAY

REVISIONS

Rhoden Land Surveying, Inc.
420 East Minnehaha Ave.
Clermont, Florida 34711
(352) 394-6255

McCOY & ASSOCIATES
ENGINEERS & LAND PLANNERS
732 4th STREET, CLERMONT, FL. 34711
(352) 394-5756 RMcCoyPE@att.net
CA#: 8374

CONCEPTUAL MASTER SITE PLAN

FIFTY WEST 3-STORY PROF. OFFICE

Sec. 25; Twp.22S; Rge.26E, City of Clermont, Lake Co., Fl.

DEVELOPER: Thomas Kovatch, Mgr - Fifty West Realty, LLC
15537 Pendio Drive, Montverde, Fl. 34756

RICK McCOY
STATE OF FLORIDA
PROFESSIONAL ENGINEER
NO. 38725

NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL

JOB NO. 17-033
DATE April 2018
DES. BY: RMc
DWN. BY: RMc
CHK'D BY:
APP'D BY:

SHEET 1 OF 1

DRAWING TITLE:
SCHEMATIC PERSPECTIVE RENDER

PROJECT NAME:
FIFTY WEST OFFICE & RETAIL BUILDING
CLERMONT, FLORIDA

POWELL STUDIO ARCHITECTURE
1318 BOWMAN STREET
CLERMONT, FLORIDA 34711
PH: (352) 874-2340
FAX: (877) 680-7183
www.powellstudioarch.com
AA26002236

DATE:
3-30-2018

SHEET NO:
SR-01

CITY OF CLERMONT
CONDITIONAL USE PERMIT (CUP)
FILING INSTRUCTIONS

1. Prior to submitting an application, a meeting with the Development Services Director is required. Call 394-4083 to schedule a meeting.

2. After meeting with the Planning Manager, the applicant shall prepare and submit 6 sets of preliminary site plans for review by the Site Review Committee (SRC) (if required). The preliminary site plan shall clearly depict the proposed project, showing the location and dimensions of the site, topographic features including floodplains and wetlands, all existing and proposed structures, architectural elevations (all sides), signs, driveways, parking areas and landscaping, etc.

3. After the preliminary site plans are reviewed by the Site Review Committee (SRC), a list of review comments will be forwarded to the applicant. The applicant will then revise the preliminary site plan, addressing the comments from the SRC. The revised plans must be approved by the SRC prior to submitting the CUP application.

4. Upon preliminary site plan approval, the applicant will submit a complete CUP application, including the revised preliminary site plan. The revised preliminary site plan is for purposes of the conditional use permit only, and is not an approved site plan for construction.*

5. Complete CUP applications that are submitted to and accepted by the Development Services Director on or before the 1st of the month will be scheduled for public hearings the following month. Public hearings are scheduled for the 1st and 4th Tuesdays of the following month for the Planning & Zoning Commission and the City Council respectively.

6. Your presence at the Public Hearings is strongly recommended. Staff will present the application, but it is the applicant's responsibility to make a case for their request.

** The site plan submitted with the CUP application is <u>not</u> the final site plan approved for construction. After the CUP is approved by the Council, site plans and the site review application shall be submitted to the Site Review Committee for review and approval, pursuant to Chapter 86 of the City of Clermont's Land Development Regulations. Construction can commence only after the final site plans have been approved and a zoning clearance has been issued.*

CLERMONT
Choice of Champions

CITY OF CLERMONT
CONDITIONAL USE PERMIT (CUP)
FILING INSTRUCTIONS

In addition to the attached application, the applicant shall provide the follow information:

1. Proof of ownership, i.e. tax receipt, deed, or Lake County Property record card.

2. A complete legal description and survey of the subject property.

3. A preliminary site plan clearly depicting the proposed project, showing the location and dimensions of the site, topographic features including floodplains and wetlands, all existing and proposed structures, architectural elevations (all sides), signs, driveways, parking areas and landscaping, etc. Maximum size for plans is 11" x 17" (two full size copies for detail as needed, depending on type of CUP)

4. One PDF copy of the Site Plan on disk, as directed by City staff. This will depend if the project borders a Lake County right-of-way.

5. Plans for the provision of services and infrastructure, and if required, traffic studies, Transportation Proportionate Fair Share information, or School Concurrency information.

6. Landscape plans in conformance with Chapter 118 of the Code. (see #3 above)

7. Original signature application

APPLICATION FEE: $845.00, plus the cost of the advertisement

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

CLERMONT
Choice of Champions

CONDITIONAL USE PERMIT (CUP)
APPLICATION

DATE: April 4, 2018

FEE: $845
+ cost of advertisement

PROJECT NAME (if applicable): FIFTY WEST 3-STORY PROFESSIONAL CENTER AT PLAZA COLLINA

APPLICANT: Fifty West Realty, LLC

CONTACT PERSON: Thomas Kovatch, MGRM

Address: 15537 Pendio Drive

City: Montverde State: FL Zip: 34756

Phone: 201-661-5010 Fax: ____________________

E-Mail: tkovatch@fiftywestrealty.com

OWNER: Plaza Collina (Orlando) Asli VI LLLP

Address: 923 N. Pennsylvania Avenue

City: Winter Park State: FL Zip: 32789

Phone: ____________________ Fax: ____________________

Address of Subject Property: 17017 East Highway 50, Clermont, FL 34711

General Location: Pod A, Plaza Collina: Northwest corner of State Road 50 & Magnolia Pointe Boulevard, just west of Orange County line, Clermont, Lake Co., FL

Legal Description (include copy of survey): see attached

Land Use (City verification required): Master Planned Development

Zoning (City verification required): UE, Urban Estate Low Density Residential

CITY OF CLERMONT
CONDITIONAL USE PERMIT (CUP)
APPLICATION
Page 2

Detailed Description of request (What are you proposing to do and why is it appropriate for this location? Attach additional page is necessary.

Request is for a 3-story Retail/Professional Center in the Plaza Collina Planned Unit Development.
Under C-2, General Commercial zoning regulations, any building that will occupy more than 20,000 square feet of floor space requires a Conditional Use Permit.

______________________ Applicant Name (print)

X______________________ Applicant Name (*signature*)

______________________ Owner Name (print)

X______________________ Owner Name (*signature*)

*** * * * * * NOTICE * * * * * ***

IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A DELAY ON PROCESSING AND WILL NOT BE SCHEDULED UNTIL CORRECTIONS ARE MADE.

City of Clermont
Development Services Department
685 W. Montrose St.
P.O. Box 120219
Clermont, FL. 34712-021 9
(352) 394-4083 Fax: (352) 394-3542

Daily Commercial

Advertising Receipt

The Daily Commercial
PO Box 490007
Leesburg, FL 34749-0007
Phone: (352) 365-8200
Fax: (352) 365-1951

CITY OF CLERMONT
Cristina Andres
P.O. BOX 120219
CLERMONT, FL 34712

Account Number: 7101866
Order Number: 10075879
Phone: (352) 241-7331
Date: 04/17/18
Ad Taker: liana.rickman

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE Notice is hereby given that the City of Clermont will consider a r	04/24/2018	05/15/2018	**$182.28**

LEGAL NOTICE

Notice is hereby given that the City of Clermont will consider a request for a Conditional Use Permit to allow a single building to occupy more than 20,000 square feet of floor space in the C-2 General Commercial zoning district.

LOCATION
Vacant land (2.00 acres +/-) on the north side of SR 50
between Toyota of Clermont and Don Mealy Chevrolet
Portion of Alternate Key #3906281

A complete legal description may be obtained in the Development Services Department located at 685 W. Montrose Street, Clermont, FL 34711.

This request will be considered by the Planning & Zoning Commission on Tuesday, May 1, 2018 at 6:30pm.

A public meeting to consider the request will be held before the City Council on Tuesday, May 22, 2018 at 6:30pm.

All meetings will be held in City Hall located at 685 West Montrose Street.

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) 241-7331, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC
City Clerk

Ad No: 10075879
April 24, 2018 &
May 15, 2018

Payment Info	
Ad Price	$182.28
Tax	$0.00
Sub Total	$182.28
Prepaid Amount	$0.00
Balance Due	$182.28

CITY OF CLERMONT

AGENDA ITEM

Meeting Date

Tuesday, May 22, 2018

Agenda Item Name

Variance Request
Fifty West Realty

Requested Action

Recommend approval of two of the variance requests, parking reduction and 18 foot depth with 2 foot buffer and elimination of wheel stops.

Staff Report

The applicant, Fifty West Realty LLC, is requesting four (4) variances to the Land Development Code (LDC) in order to develop a new 30,000 square foot, three-story professional office and mixed use building on a vacant parcel at the Plaza Collina Development. The property is located between the Toyota of Clermont and Don Mealey Chevrolet dealerships. The vacant property is approximately 2 acres and is located on the western end of the Plaza Collina Development.

The variance requests are:
(1) allow a reduction in landscape width to five feet instead of ten feet as required by the LDC, Section 118-37
(2) allow a ratio greater than 10% of compact parking spaces instead of the requirement in the LDC, Section 98-6
(3) allow a reduction in parking spaces instead of the requirement in the LDC, Section 98-14
(4) allow parking stall depth to be 18 feet deep without wheel stops and provide a 2-foot buffer area instead of the requirements in the LDC, Section 98-3 & 118-38

The applicant has indicated the need for the landscape reduction is due to the existing retaining walls on the western and rear property lines. The applicant has indicated there is no public benefits for a 10' wide buffer in those areas. In addition, the applicant is requesting non-root intensive vegetation in these areas due to the existing retaining walls. The applicant would like to provide a five-foot buffer on the eastern property line and share the buffered area with the abutting property owner.

The applicant is requesting forty compact parking spaces (9 feet by 20 feet). The LDC allows up to 10 percent of the overall parking to be compact parking. The applicant is proposing about 30% of the site in compact parking, which is in the internal parking areas by the building.

The applicant is requesting a shared parking arrangement with the different uses on the site within the proposed building. The applicant has indicated that restaurant/retail uses would be on the first floor with professional offices on the second and third floor. The restaurant use would create a demand for more parking spaces than what is being proposed. The applicant has indicated the uses would offset the demands.

The applicant is requesting parking stall depth to be 18 feet with the use a curb and 2-foot buffer area along landscape areas. This has been done in a few other projects. The wheel stops would be eliminated and the curb would provide the function of the wheel stop.

Staff has reviewed the applicant's request and is able to support the reduction in the number of parking spaces and the stall depth of 18 feet without wheel stops and 2-foot buffer area. Recent planning studies and data supports shared parking arrangements with different types of uses, such as a mixed use development, that have peak off setting times. The traditional parking code for mixed use developments does not recognize the off peak times with the proposed uses in the development. The reduction in stall depth allows more pervious area and the removal of trip hazards by the elimination of wheel stops.

Staff is unable to support the applicant's request for the reduction in landscape buffer and increase in compact parking. The applicant has not provided any alternatives to provide additional screening that the landscape accomplishes. The compact spacing width of nine feet for more than 10 percent of the site around the internal parking areas would be the area most used by motorist. Staff feels the existing 10 percent compact parking allowance is sufficient for this type of development.

Section 86-174 of the Land Development Code requires a positive finding on the Review Criteria and Findings in order to grant a variance, and staff believes that two of the five do not meet these positive findings forf two of the variance requests, landscape reduction and increase in compact spaces. Staff believes the review criteria for the shared parking through a reduction in parking spaces and reduced parking stall depth with increase buffer area are met therefore, staff recommends approval of these two variance requests.

Additional Analysis

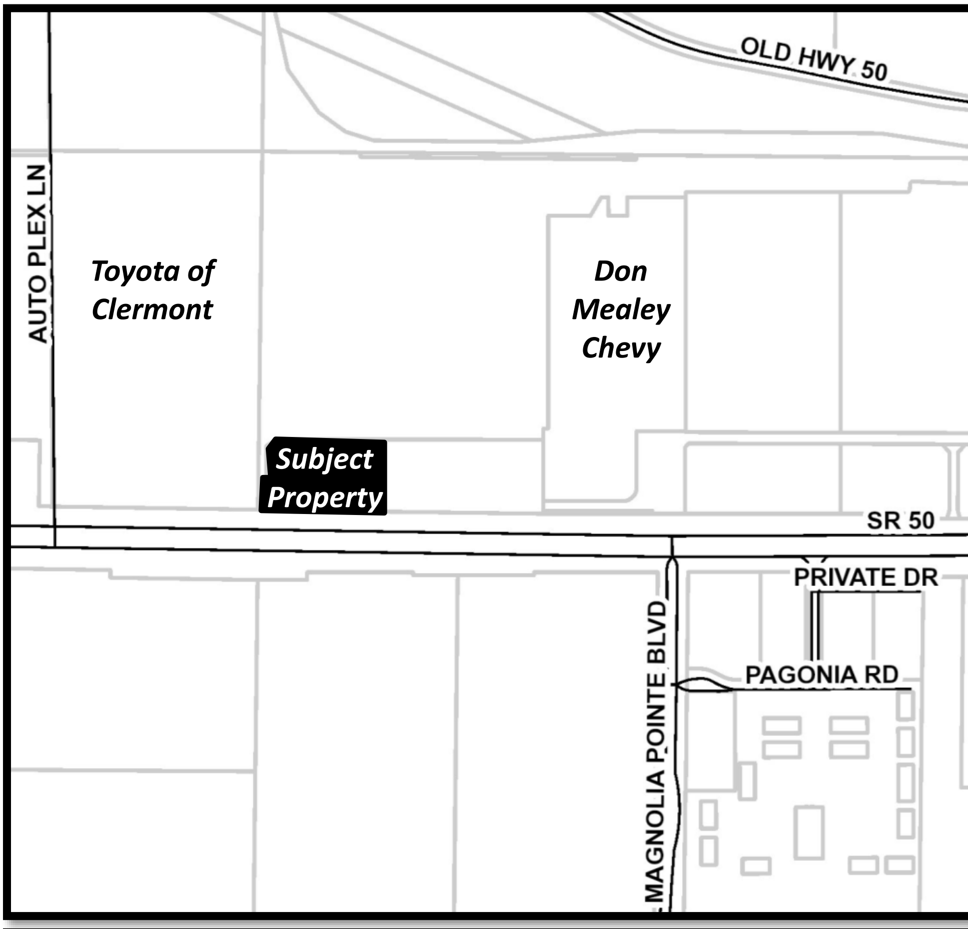
Fiscal Impact Summary

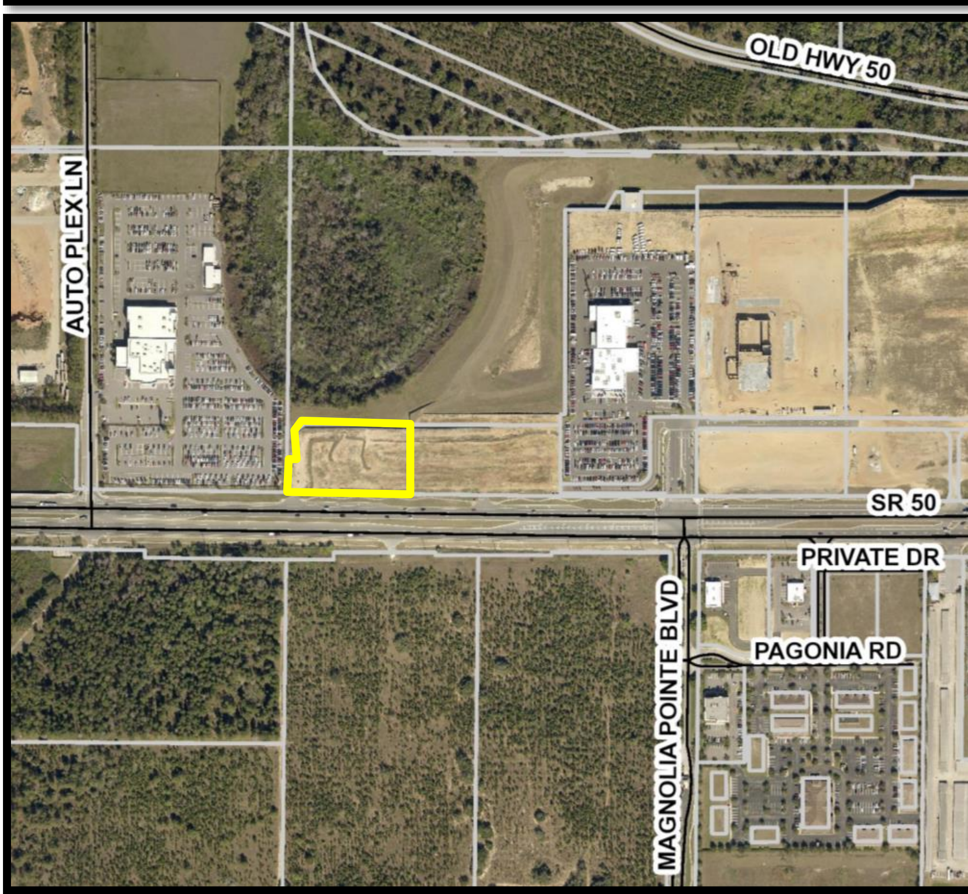
Fiscal Impact	Fund Number and Description	Available Budget Amount

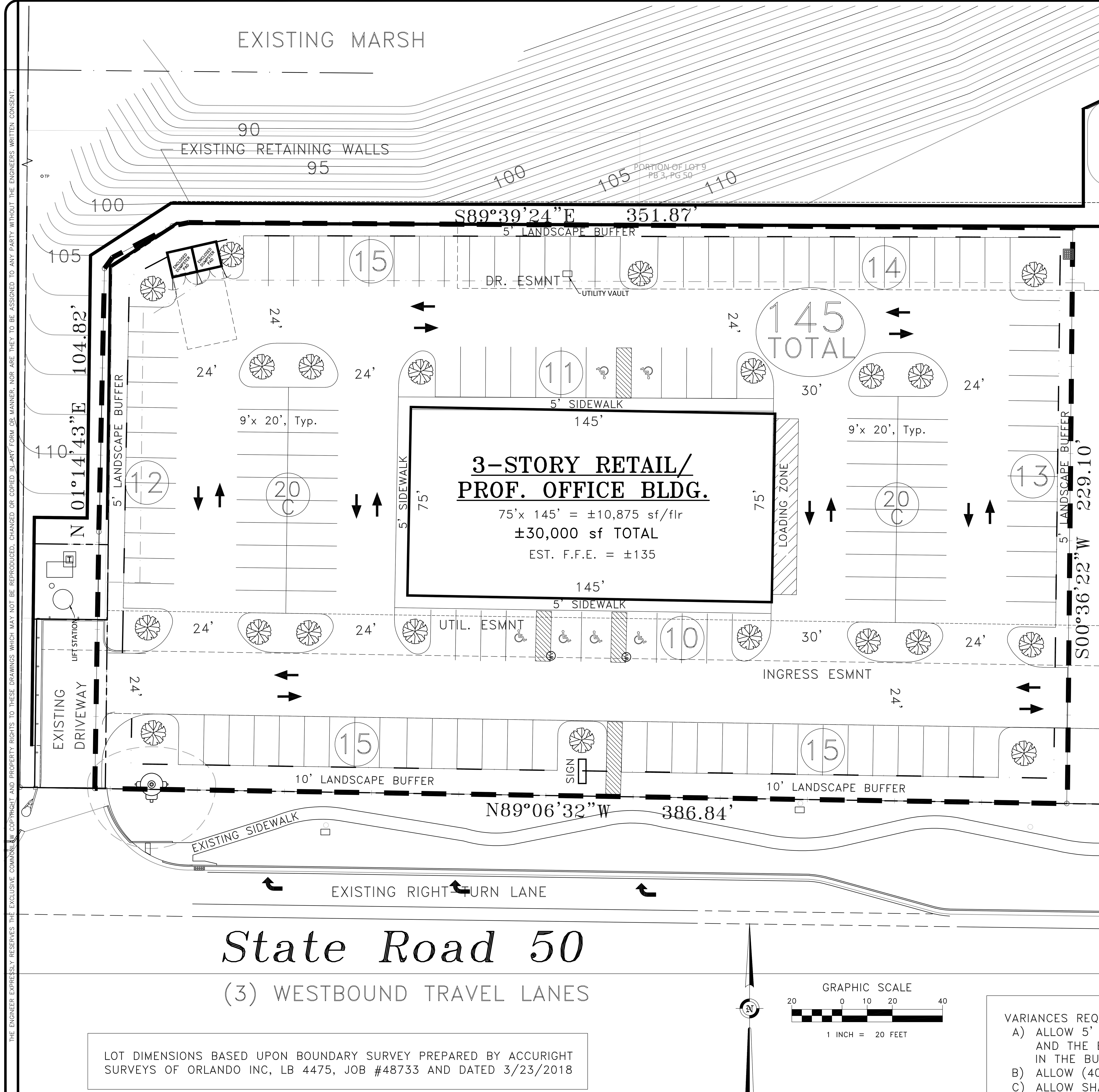
Exhibits Attached (copies of original agreements)

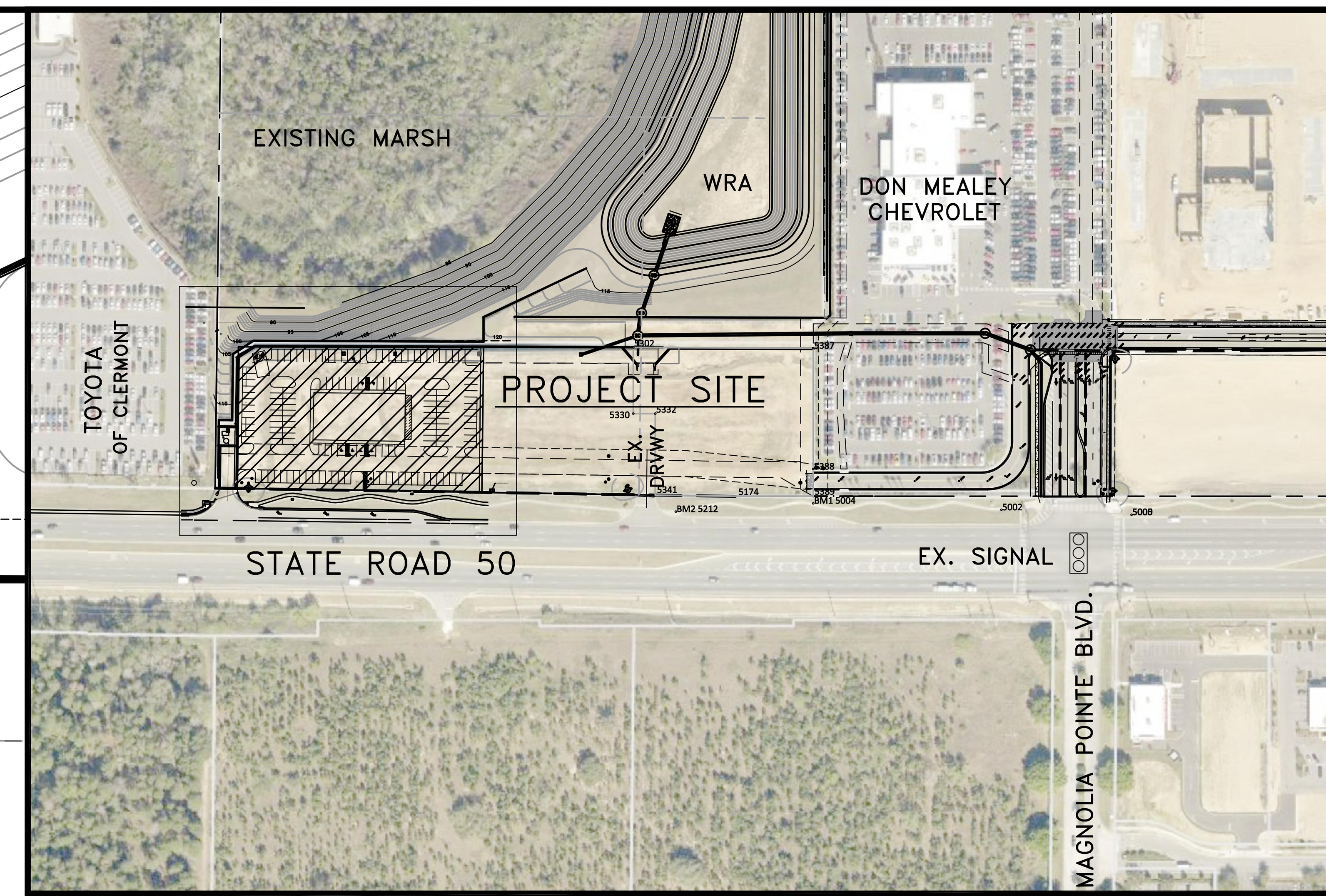
1.	Fifty West Realty Maps	Fifty West Realty Maps.pdf
2.	17-033 CUP SP	17-033 CUP SP.pdf
3.	Variance Map	Variance Map.pdf
4.	Info & Justification for Variances	Info & Justification for Variances.docx
5.	Fifty West Wheel Stop Variance Addition	Fifty West Wheel Stop Variance Addition.pdf
6.	Wheel-Stop Variance Detail	Wheel-Stop Variance Detail.pdf
7.	Fifty West Realty Variance Review Criteria	Fifty West Realty Variance Review Criteria.docx
8.	Variance-Application-2018	Variance-Application-2018.pdf
9.	Legal Ad	VARIANCE Fifty West Realty.pdf

Exhibit - Location Map – Fifty West Realty









PLAZA COLLINA KEY MAP

LOT DIMENSIONS BASED UPON BOUNDARY SURVEY PREPARED BY ACCURIGHT SURVEYS OF ORLANDO INC, LB 4475, JOB #48733 AND DATED 3/23/2018

PROJECT CHARACTERISTICS

TOTAL PROPERTY AREA ....±87,120 SF = 2.00± Acres
TOTAL WETLANDS / 100-YR FLOOD PLAIN AREA....................0.00 Acres
ZONING....................CUP, (C-2)
FUTURE LAND USE DESIGNATION....................COMMERCIAL

PROPOSED SERVICES:
- DRINKING WATER....................CITY OF CLERMONT
- SEWAGE DISPOSAL....................CITY OF CLERMONT
- ELECTRIC....................DUKE ENERGY
- NATURAL GAS....................LAKE APOPKA NATURAL GAS DISTRICT
- TELEPHONE....................CENTURYLINK
- GARBAGE DISPOSAL....................CITY OF CLERMONT
- FIRE PROTECTION....................CITY OF CLERMONT
- POLICE PROTECTION....................CITY OF CLERMONT

MINIMUM BUILDING SETBACK REQUIREMENTS:
- FROM S.R. 50 RIGHTS-OF-WAY....................50'
- FROM CITY RIGHTS-OF-WAY....................25'
- FROM REAR PROPERTY LINES....................25'
- FROM SIDE PROPERTY LINES....................12'

PARKING SPACES REQUIRED:
COMMERCIAL/RETAIL= 30,000 sf
(1) Parking Space per 225 sf
[30,000/225] = (134) Spaces Req'd.

REQUIRED HANDICAPPED SPACES
(1) Space per 25 Regular Spaces = (6) Spaces Req'd

PARKING SPACES PROVIDED:
(99) REGULAR (10'x20')
(40) COMPACT (9'x20')
(6) HANDICAPPED (12'x20')
(145) Total Spaces Provided

MAXIMUM ALLOWABLE COMMERCIAL/RETAIL = (145 Spc x 225) = 32,625 SF

VARIANCES REQUESTED:
A) ALLOW 5' WIDE LANDSCAPE BUFFERS ALONG THE WESTERN, THE REAR AND THE EASTERN PROPERTY LINES AND NON ROOT-INTENSIVE VEGETATION IN THE BUFFERS ALONG THE WESTERN AND REAR PROPERTY LINES;
B) ALLOW (40) COMPACT PARKING SPACES, [40/145 = 27%];
C) ALLOW SHARED PARKING FOR FIRST FLOOR RESTAURANT/RETAIL USES;

NO.	DATE	DESCRIPTION
1	4-2-18	ACCURITE BOUNDARY SURVEY OVERLAY

REVISIONS

Rhoden Land Surveying, Inc.
420 East Minnehaha Ave.
Clermont, Florida 34711
(352) 394-6255

McCOY & ASSOCIATES
ENGINEERS & LAND PLANNERS
732 4th STREET, CLERMONT, FL. 34711
(352) 394-5756 RMcCoyPE@att.net
CA#: 8374

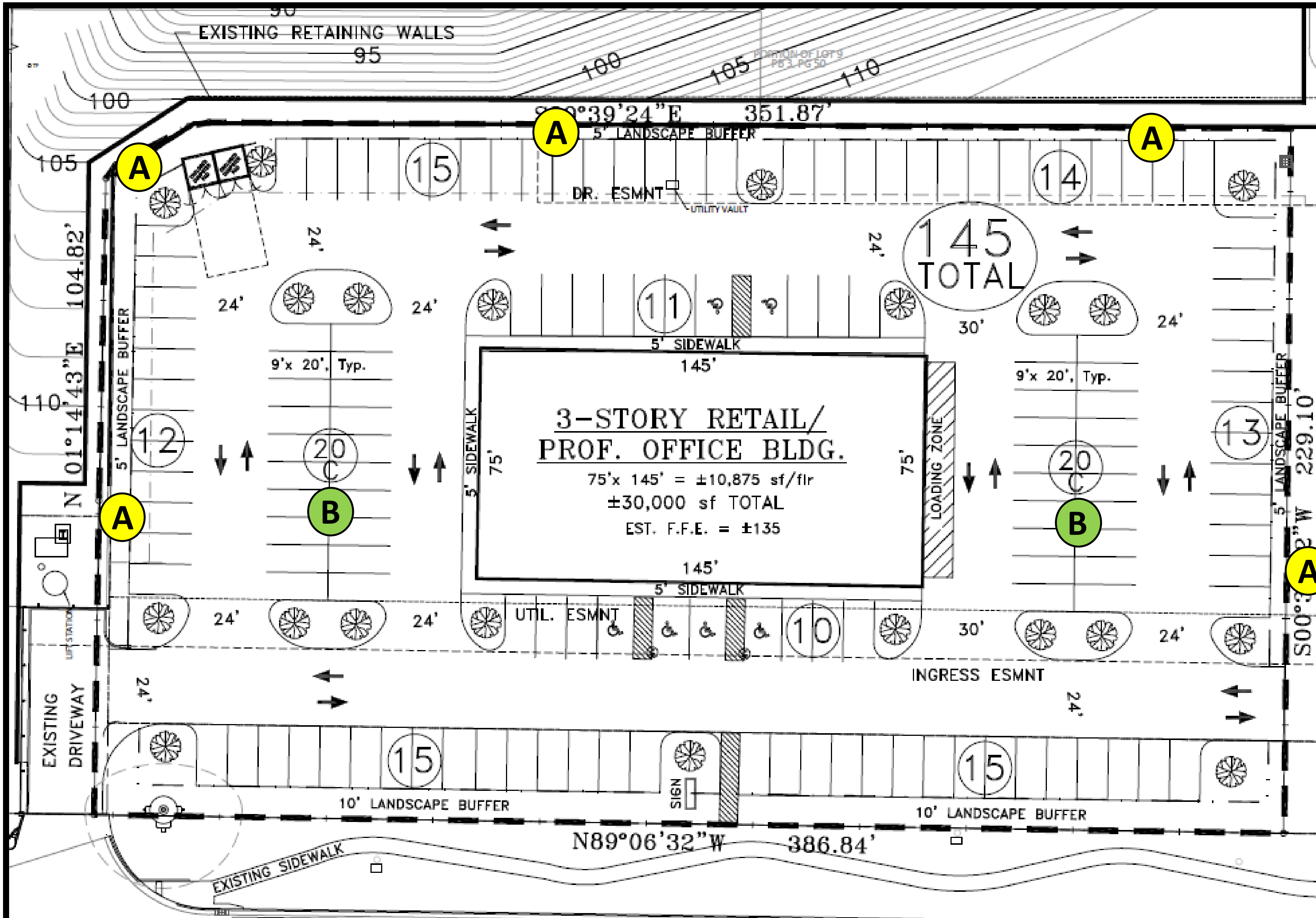
CONCEPTUAL MASTER SITE PLAN
FIFTY WEST 3-STORY PROF. OFFICE
Sec. 25; Twp.22S; Rge.26E, City of Clermont, Lake Co., Fl.
DEVELOPER: Thomas Kovatch, Mgr - Fifty West Realty, LLC
15537 Pendio Drive, Montverde, Fl. 34756

RICK McCOY
STATE OF FLORIDA
PROFESSIONAL ENGINEER
NO. 38725

NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL

JOB NO. 17-033
DATE April 2018
DES. BY: RMc
DWN. BY: RMc
CHK'D BY:
APP'D BY:
SHEET 1 OF 1

Fifty West Realty Variance Locations



A 5 foot wide landscape buffers with non root intensive plantings

B 40 total compact spaces

FIFTY WEST 3-STORY RETAIL/PROFESSIONAL CENTER at PLAZA COLLINA

INFORMATION / JUSTIFICATION FOR REQUESTED VARIANCES

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

A) <u>118-37. Landscape Buffers:</u> We are requesting the perimeter landscape buffers along the western, the rear and the eastern property lines to be reduced to a 5’ width and for the western and rear buffers to be limited to non-root intensive vegetation. The western and the rear property lines have an existing double-tier retaining wall grade transition exceeding a 30’ height in places. The western property boundary abuts the adjacent Toyota of Clermont storage yard with its own landscape buffer at the base of the wall. The rear property line overlooks a marsh and the stormwater retention area. There are no public benefits for a 10’ wide buffer in those areas since there’s no one living in those areas to benefit from the buffer. Furthermore, the expanding root systems of large canopy trees planted along the top of the existing retaining walls are guaranteed to cause the ultimate structural failure of the walls when the trees mature. The eastern property line abuts a future one-acre development site that will also require a perimeter landscape buffer. A reduction of the perimeter buffer width to 5’ for both lots will result in a 10’ buffer between the lots in conformance with the intent of the Code.

B) <u>98.6. Ratio of Full Size Parking Spaces to Compact Spaces:</u> We are requesting a total of forty (40) 9’ wide compact parking spaces in the (2) internal parking areas. The Code limits compact spaces to 14 spaces (10% of the total). More than 100 full-size parking spaces are still available around the site perimeter, in front of and behind the building, which we believe to be adequate considering that a higher percentage of vehicles driven today are smaller cars. This plan provides for a higher ratio of parking spaces per square foot of pavement, resulting in a more efficient use of the asphalt parking, and thus reducing the environmental impact of the project.

C) <u>98.14. Parking Space Requirements:</u> We are requesting shared parking to be allowed for the restaurant / retail uses on the first floor and the professional offices on the second and third floors. Allowing a system of shared parking between the offices with a higher daytime intensity and the restaurant with peak evening hours when the offices are traditionally closed creates an efficient, more environmentally responsible design for the overlap of complimentary uses.

How does the Code create a hardship?

A) 118-37. Landscape Buffers: The installation of 10’ landscape buffers per Code along the retaining walls at the rear and west side of the site will not benefit the public since there’s no one in those areas to appreciate the buffer. A 10’ buffer with large canopy trees will only serve to block the future building tenant’s spectacular view across the existing marsh. Furthermore, the root systems of large canopy trees planted along the top of the existing retaining walls will condemn the retaining walls to imminent structural failure when the trees mature. The eastern property boundary abuts a future one-acre development site that will also require a perimeter landscape buffer. A reduction of the perimeter buffer width to 5’ for both lots will result in a 10’ buffer between the lots in conformance with the intent of the Code.

B) 98.6. Ratio of Full Size Parking Spaces to Compact Spaces: The Code limits compact spaces to 14 spaces (10% of the total). More than 100 full-size parking spaces are still available around the site perimeter, in front of and behind the building, which we believe to be adequate considering that a higher percentage of vehicles driven today are smaller cars. This plan provides for a higher ratio of parking spaces per square foot of pavement, resulting in a more efficient use of the asphalt parking, and thus reducing the environmental impact of the project.

D) 98.14. Parking Space Requirements: Providing additional parking spaces would result in an oversized parking area with vacant, unused spaces. Allowing a system of shared parking between the offices with a higher daytime intensity and the restaurant with peak evening hours when the offices are traditionally closed creates an efficient, more environmentally responsible design for the overlap of complimentary uses.

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

A) 118-37. Landscape Buffers: The western property boundary abuts the adjacent Toyota of Clermont storage yard with its own landscape buffer at the base of the wall. The rear property line overlooks a marsh and the stormwater retention area. There are no public benefits for a 10’ wide buffer in those areas since there’s no one living in those areas to be negatively impacted.

B) 98.6. Ratio of Full Size Parking Spaces to Compact Spaces: Granting of the variance will not cause or allow interference with nearby property owners or negatively impact the standard of living of the City.

C) 98.14. Parking Space Requirements: Granting of the variance will not cause or allow interference with nearby property owners or negatively impact the standard of living of the City.

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

A) 118-37. Landscape Buffers: The variance is a reasonable use of the property without destroying the structural integrity of the existing retaining walls and is not out of character with other properties in the same zoning category.

B) 98.6. Ratio of Full Size Parking Spaces to Compact Spaces: The variance allows a reasonable use of the property and is in character with other properties in the same zoning category.

C) 98.14. Parking Space Requirements: The variance allows a reasonable use of the property and is in character with other properties in the same zoning category.

(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 outweighs the benefits under this criteria if the variance were denied:

A) 118-37. Landscape Buffers: Strict compliance of the Code in this situation would result in the imminent structural failure of the existing retaining walls and ultimately substantial damage to the proposed parking area and potentially the building itself.

B) 98.6. Ratio of Full Size Parking Spaces to Compact Spaces: Allowing the proposed compact parking spaces will increase the availability of parking spaces. More than 100 full-size parking spaces are still available around the site perimeter, in front of and behind the building, which we believe to be adequate considering that a higher percentage of vehicles driven today are smaller cars.

C) 98.14. Parking Space Requirements: Strict adherence to code would result in an excessively large and therefore less efficient parking area for the complex. The first floor is designed for restaurant/retail use, with the second and third floors designed for professional office. Allowing a system of shared parking between the offices with a higher daytime intensity and the restaurant with peak evening hours when the offices are traditionally closed creates an efficient, more environmentally responsible design for the overlap of complimentary uses.

(4) The granting of the variance is consistent with the City comprehensive plan; and:

A) 118-37. Landscape Buffers: Granting of the variance will still require the installation of non-root intensive vegetation without damaging the existing retaining walls. The reduction of the eastern property line buffer width to 5’ for both lots will result in a 10’ buffer between the lots consistent with the City comprehensive plan.

B) 98.6. Ratio of Full Size Parking Spaces to Compact Spaces: Allowing additional compact parking spaces will create a higher ratio of parking spaces per square foot of pavement and thus reduce the environmental impact, consistent with the City Comprehensive plan.

C) 98.14. Parking Space Requirements: Strict adherence to code would result in an excessively large and therefore less efficient parking area for the complex. The first floor is designed for restaurant/retail use, with the second and third floors designed for professional office. Allowing a system of shared parking between the offices with a higher daytime intensity and the restaurant with peak evening hours when the offices are traditionally closed creates an efficient, more environmentally responsible design for the overlap of complimentary uses.

(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 outweighs the benefits under this criteria if the variance were denied:

A) 118-37. Landscape Buffers: Granting of the variance requested will prevent the destruction of the existing retaining walls which will greatly outweigh the reparations for the ultimate damages caused if this variance were denied.

B) 98.6. Ratio of Full Size Parking Spaces to Compact Spaces: The variance requested is the minimum variance that will increase the availability of parking spaces within close walking distance to the building. This plan provides for a higher ratio of parking spaces per square foot of pavement resulting in a more efficient use of the asphalt parking, and thus reducing the environmental impact, than if this variance were denied.

C) 98.14. Parking Space Requirements: The variance requested is the minimum variance required to allow a system of shared parking between the offices with a higher daytime intensity and the restaurant with peak evening hours when the offices are traditionally closed, than if this variance were denied.

John E. Kruse

From: Rick McCoy <rmccoype@att.net>
Sent: Wednesday, April 11, 2018 5:50 PM
To: John E. Kruse
Cc: Curt Henschel; Thomas Kovatch; Keith Kovatch; Boris Khovitch; Teresa Studdard
Subject: Fifty West at Plaza Collina - Variance Request
Attachments: Wheel-Stop Variance Detail.pdf

John,
Per our discussion this morning, we would like to add one more variance request to our Fifty West variance application.
Specifically, we would like to reduce the depth of the parking stalls against the perimeter landscaping buffers from 20' to 18' and allow the curb to act as the wheelstop. The extra 2' will be mulched and increase the pervious, open space area of the site. This variance has been granted on several Clermont projects in the past and is a perfect application for the Fifty West project. The front 10' wide buffer will be effectively increased to a 12' buffer width and the 5' buffer width, if approved, will effectively become a 7' buffer width. I have attached a typical cross-section to demonstrate our request.

Please advise if we need to present a more formal application to add this to our variance list.

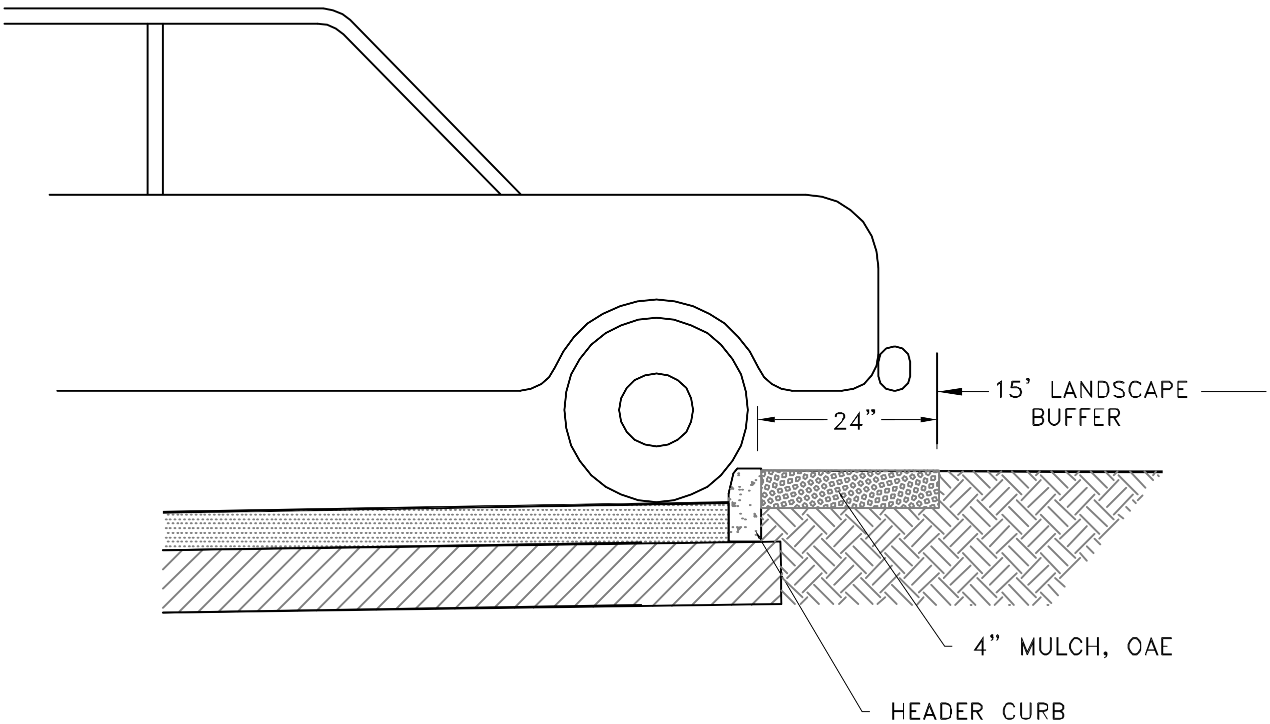
Thank you,
Rick

** Please Note Our New Address **

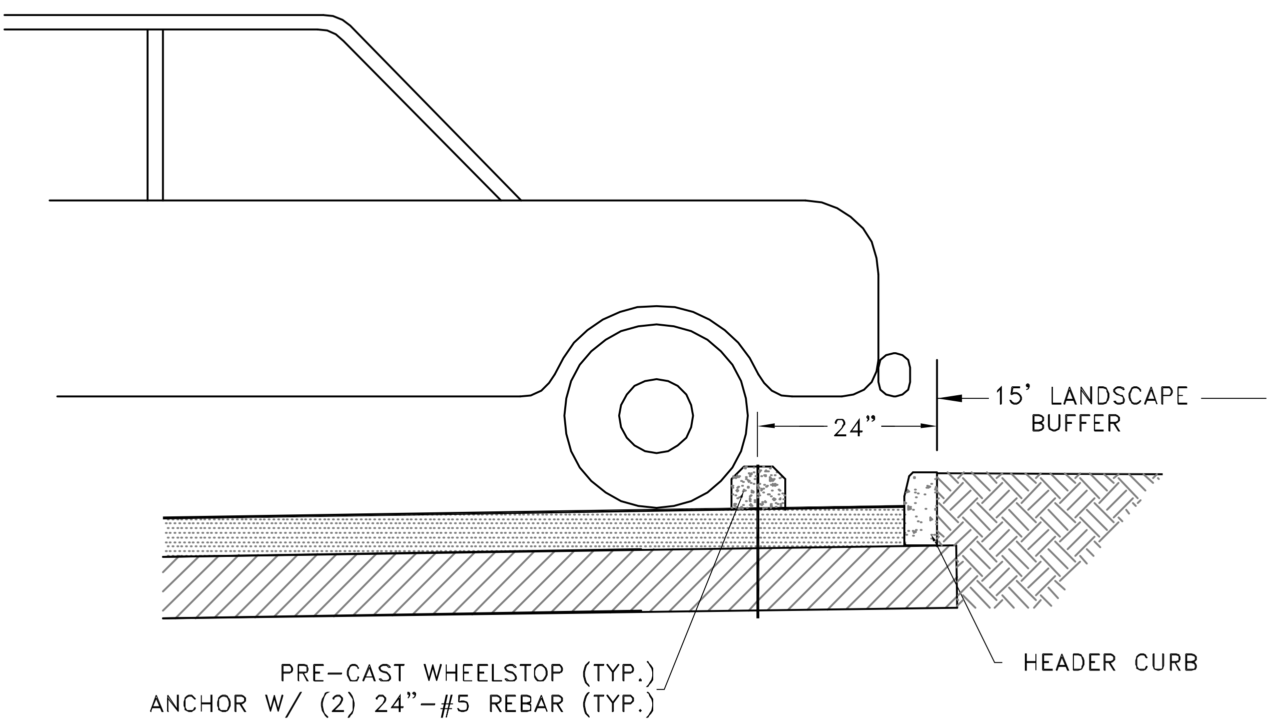
McCoy & Associates
552 South U.S. Highway 27, Unit C
Minneola, Florida 34715

(352) 394-5756 Office
(352) 360-8753 Cell

"The budget should be balanced, the Treasury should be refilled, Public Debt should be reduced, the arrogance of officialdom should be tempered and controlled, and the assistance to foreign lands should be curtailed lest Rome become bankrupt. People must again learn to work, instead of living on public assistance." - Cicero, 55 BC



VARIANCE REQUEST



CURRENT CITY CODE

WHEEL STOP VARIANCE DETAIL

N.T.S.

Fifty West Realty Office Building - Variances

The requirements for a variance are as follows:

"Sec. 86-174, 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:

118-37. Landscape Buffers: *The western property boundary abuts the adjacent Toyota of Clermont storage yard with its own landscape buffer at the base of the wall. The rear property line overlooks a marsh and the stormwater retention area. There are no public benefits for a 10' wide buffer in those areas since there's no one living in those areas to be negatively impacted.*

98.6. Ratio of Full Size Parking Spaces to Compact Spaces: *Granting of the variance will not cause or allow interference with nearby property owners or negatively impact the standard of living of the City.*

98.14. Parking Space Requirements: *Granting of the variance will not cause or allow interference with nearby property owners or negatively impact the standard of living of the City.*

Staff comments: The applicant is proposing a new building on a vacant lot. The size of the proposed building on the vacant lot is causing the variance requests. The building could be reduced in size, thus possibly eliminating the variance requests. The compact parking variance does appear to negatively impact the standard of living of the citizens of the city since they would use the parking lot.
Negative finding

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

118-37. Landscape Buffers: *The variance is a reasonable use of the property without destroying the structural integrity of the existing retaining walls and is not out of character with other properties in the same zoning category.*

98.6. Ratio of Full Size Parking Spaces to Compact Spaces: *The variance allows a reasonable use of the property and is in character with other properties in the same zoning category.*

98.14. Parking Space Requirements: *The variance allows a reasonable use of the property and is in character with other properties in the same zoning category.*

Staff comments: The requested landscape buffer reduction, reduction of parking, and the increase of compact parking spaces is a direct correlation to the size of the proposed building and the square footage of the lot. If the lot was increased or the building decreased, these variance requests may be avoided. The proposal appears to be exceeding the "reasonable" use of the property with the requested variances.
Negative finding

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

Applicant response:

118-37. Landscape Buffers: *Strict compliance of the Code in this situation would result in the imminent structural failure of the existing retaining walls and ultimately substantial damage to the proposed parking area and potentially the building itself.*

98.6. Ratio of Full Size Parking Spaces to Compact Spaces: *Allowing the proposed compact parking spaces will increase the availability of parking spaces. More than 100 full-size parking spaces are still available around the site perimeter, in front of and behind the building, which we believe to be adequate considering that a higher percentage of vehicles driven today are smaller cars.*

98.14. Parking Space Requirements: *Strict adherence to code would result in an excessively large and therefore less efficient parking area for the complex. The first floor is designed for restaurant/retail use, with the second and third floors designed for professional office. Allowing a system of shared parking between the offices with a higher daytime intensity and the restaurant with peak evening hours when the offices are traditionally closed creates an efficient, more environmentally responsible design for the overlap of complimentary uses.*

Staff comments: *If the variances are approved, the benefits achieved would be the construction of the office building and adding to the City's tax base. The benefits of granting the variances may outweigh the benefits of denying the variances, which have been approved previously by the City Council. However, denying the variances may result in a smaller office building with the applicant not requesting any variances.*

Positive finding

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

Applicant response:

118-37. Landscape Buffers: *Granting of the variance will still require the installation of non-root intensive vegetation without damaging the existing retaining walls. The reduction of the eastern property line buffer width to 5' for both lots will result in a 10' buffer between the lots consistent with the City comprehensive plan.*

98.6. Ratio of Full Size Parking Spaces to Compact Spaces: *Allowing additional compact parking spaces will create a higher ratio of parking spaces per square foot of pavement and thus reduce the environmental impact, consistent with the City Comprehensive plan.*

98.14. Parking Space Requirements: *Strict adherence to code would result in an excessively large and therefore less efficient parking area for the complex. The first floor is designed for restaurant/retail use, with the second and third floors designed for professional office. Allowing a system of shared parking between the offices with a higher daytime intensity and the restaurant with peak evening hours when the offices are traditionally closed creates an efficient, more environmentally responsible design for the overlap of complimentary uses.*

Staff comments: *The variance requests are consistent with the City of Clermont comprehensive plan goals, objectives and policies.*

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;

<u>Applicant response</u>:

<u>118-37. Landscape Buffers:</u> Granting of the variance requested will prevent the destruction of the existing retaining walls which will greatly outweigh the reparations for the ultimate damages caused if this variance were denied.

<u>98.6. Ratio of Full Size Parking Spaces to Compact Spaces:</u> The variance requested is the minimum variance that will increase the availability of parking spaces within close walking distance to the building. This plan provides for a higher ratio of parking spaces per square foot of pavement resulting in a more efficient use of the asphalt parking, and thus reducing the environmental impact, than if this variance were denied.

<u>98.14. Parking Space Requirements:</u> The variance requested is the minimum variance required to allow a system of shared parking between the offices with a higher daytime intensity and the restaurant with peak evening hours when the offices are traditionally closed, than if this variance were denied.

<u>Staff comments</u>: The variance requests are the minimum variances that will allow use of the land, as desired by the applicant.

<u>Positive finding</u>

<u>STAFF RECOMMENDATION:</u> Section 86-174 of the Land Development Code requires a positive finding on the Review Criteria and Findings in order to grant a variance, and staff believes that two of the five do not meet these positive findings. Therefore, staff recommends denial of the variance requests to the Land Development Code.

CITY OF CLERMONT

VARIANCE

Filing Instructions

Any person requesting a Variance shall file a complete application in the Development Services Department at least thirty (30) days prior to the hearing date of the City Council. All applications must be complete, to include applicable site plans and/or other pertinent descriptive materials in order to be processed.

A Pre-Application meeting with the Development Services Director (or designated staff) is required prior to submittal of the application. The Development Services Director shall determine if the application is complete and properly filed.

APPLICATION FOR VARIANCE DOES NOT GUARANTEE APPROVAL. THE APPLICANT MUST BE PRESENT AT ANY MEETINGS TO JUSTIFY AND SUPPORT THE REQUEST

Notification of Public Hearing

All variance requests shall be considered at public hearings, which shall be noticed as follows:

(1) The City shall send notice of the proposed variance to the owners of all adjoining properties to the subject property. Such notice shall include the date, time and place of the public hearing before the City Council, along with a clear and concise description of the proposed variance. For the purposes of such notification, adjoining properties shall include those properties within 150 feet of the subject property even when separated from the subject property by a road, canal, easement, right-of-way or similar barrier.

(2) Notice of public hearing shall be published in a newspaper of general circulation within the City no less than five (5) days prior to the date set for hearing the variance request.

Conditions of Approval and Denial

(1) When any variance is granted, construction of the structure or other variance item must be started within one year from the date the variance is granted. It shall be the obligation of the owner to file written notice with the Administrative Official and the Development Services Director that he has begun the proposed construction. If no such notice is filed, the variance shall automatically lapse.

(2) A variance in the zoning regulations may be transferred along with the transfer of the property ownership, but only for the specific use and approved plan originally granted.

(3) Variance requests which have been denied may not be resubmitted for a period of two (2) years.

CITY OF CLERMONT
VARIANCE
Filing Instructions

Check List

The following information shall be provided:

__X__ Proof of ownership, (i.e. Lake County Property record card, tax receipt, or deed.

__X__ Legal description of the property – may be on information above.

__X__ Plot plan (drawn to scale) of the property involved showing the location of existing buildings or structures and the location of proposed buildings or structures which specifically delineates and illustrates the extent of the variance request. Maximum size for plans is 11" x 17" (two full size copies for detail as needed, depending on the Variance).

__X__ A written justification based on Sec. 86-174, which explains the conditions and circumstances of the alleged hardship and the necessity of the action. Staff will review the application based on the review criteria. Therefore, it is in the applicant's best interest to submit the application with those eight (8) items in mind to justify the variance request.

__X__ Visual aids that may clarify the variance request such as overhead projections, large scale drawings, etc. A location map must be included that identifies the location of the property. These will be presented by the applicant at the public hearing.

__X__ The original application and all supplemental materials.

_____ Fee: $300.^{00}$ plus cost of advertisement for existing single-family residential
$600.^{00}$ plus cost of advertisement for all others

City of Clermont
Development Services Department
685 W. Montrose St.
P.O. Box 120219
Clermont, FL. 34712-021 9
(352) 394-4083 Fax: (352) 394-3542

CITY OF CLERMONT
VARIANCE
Application

DATE: April 4, 2018 FEE: $600.00

PROJECT NAME (if applicable): FIFTY WEST 3-STORY PROFESSIONAL CENTER AT PLAZA COLLINA

APPLICANT: Fifty West Realty, LLC

CONTACT PERSON: Thomas Kovatch, MGRM

Address: 15537 Pendio Drive

City: Montverde State: FL Zip: 34756

Phone: 201-661-5010 Fax: ________

E-Mail: tkovatch@fiftywestrealty.com

OWNER: Plaza Collina (Orlando) Asli VI LLLP

Address: 923 N. Pennsylvania Avenue

City: Winter Park State: FL Zip: 32789

Phone: ________ Fax: ________

Address of Subject Property: 17017 East Highway 50, Clermont, FL 34711

General Location: Pod A, Plaza Collina: Northwest corner of State Road 50 & Magnolia Pointe Boulevard - just west of Orange County line, Clermont, Lake Co., FL

Legal Description (include copy of survey): see attached

Land Use (City verification required): Master Planned Development

Zoning (City verification required): UE, Urban Estate Low Density Residential

CITY OF CLERMONT

VARIANCE

Application

Page 2

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

City Zoning Ordinance (Land Development Code Section) from which you are requesting relief:
1) 118-37. Landscape Buffers. 2) 98.6. Ratio of Full to Compact Size Parking Spaces 3) 98.14. Parking Space Requirements

What are you proposing to do that would require a variance and why?
Please see attached.

How does the Code create a hardship?
Please see attached.

*** * * * The following justifications must be completed * * * * ***
for any variance requested:

Variance requested – subject and code section: 1) 118-37 Landscape Buffers.
2) 98.6 Ratio of Full to Compact Size Parking Spaces 3) 98.14 Parking Space Requirements

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;

Please see attached.

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

Please see attached.

CITY OF CLERMONT
VARIANCE
Application

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;

Please see attached.

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

Please see attached.

(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 were denied.

Please see attached.

CITY OF CLERMONT
VARIANCE
Application

__________________________________ X__________________________________
Applicant Name (print) Applicant Name (*signature*)

__________________________________ X__________________________________
Owner Name (print) 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. 34712-021 9
(352) 394-4083 Fax: (352) 394-3542

ARTICLE IV. VARIANCES

Sec. 86-171. Permitted variances; exclusions.

(a) *Hardship relief.* A hardship may exist in which the strict application of one or several requirements of this land development code would render a parcel incapable of reasonable use. Specified provisions set forth in this land development code or in the development standards may be waived when, because of the particular physical shape, surroundings or topographical condition of the property, compliance would result in a particular hardship upon the owner. A hardship is distinguished from a mere inconvenience or a desire to increase monetary gain.

(b) *Exclusions.* Requests for variances from requirements of the land development code shall generally be considered for those provisions which regulate proposed site development and the requirements applicable to existing development. The following request for variances shall not be considered:

(1) Requests for variances to the adopted comprehensive plan.

(2) Requests for variances to permit a use which is not allowed as a permitted use or as a conditional use within the specific zoning district.

(3) Requests for variances to permit the expansion of a nonconforming use of any land or structure, or the continuance of any nonconforming use which has ceased by discontinuance or abandonment for a period of one year, or the reestablishment of a nonconforming building or structure which has been destroyed or damaged by fire, explosion or act of God or in another manner to the extent of 50 percent or more of its assessed valuation.

(c) *Final decision.* Final determination of a hardship relief decision is vested in the city council sitting as the board of adjustment as provided for in this article.

(Ord. No. 281-C, § 1(ch. 8, § 1), 11-8-94)

Sec. 86-172. Application.

Sec. 86-173. Notice of public hearing.

Sec. 86-174. Review criteria and findings.

When reviewing an application for a variance, the board of zoning adjustment 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;

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

(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;

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

(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 were denied.

(Ord. No. 281-C, § 1(ch. 8, § 2(C)), 11-8-94)

Sec. 86-175. Time limit for commencing construction.

When any variance is granted, construction of the structure or other variance item must begin within one year from the date of grant. It shall be the obligation of the owner to file written notice with the administrative official and director of planning that he has begun the proposed construction. If no such notice is filed, the variance shall automatically lapse.

(Ord. No. 281-C, § 1(ch. 8, § 2(D)), 11-8-94; Ord. No. 294-C, § 2, 9-28-99)

Daily Commercial

Advertising Receipt

The Daily Commercial
PO Box 490007
Leesburg, FL 34749-0007
Phone: (352) 365-8200
Fax: (352) 365-1951

CITY OF CLERMONT
Cristina Andres
P.O. BOX 120219
CLERMONT, FL 34712

Account Number: 7101866
Order Number: 10076700
Phone: (352) 241-7331
Date: 05/08/18
Ad Taker: liana.rickman

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE Notice is hereby given that the City Council of the City of Cle	05/15/2018	05/15/2018	**$118.46**

LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider the requests for the following Variances: 1) To allow a reduction in landscape width to five feet-as required by Section 118-37 of the LDC; 2) To allow a ratio greater than 10% for compact parking-as required by Section 98-6 of the LDC, 3) To allow a reduction in parking spaces - instead of the number required by Section 98-14 of the LDC, and 4) To allow the parking stall depth to be 18 feet with an additional 2 feet buffer area - as required by Section 98-3 & 118-38 of the LDC, at the following location:

LOCATION
Vacant land (2.00 acres +/-) on
the north side of SR 50
between Toyota of Clermont
and Don Mealey Chevrolet
Portion of Alternate Key #3906281

A complete legal description may be obtained in the Development Services Department located at 685 West Montrose Street, Clermont, FL 34711.

This request will be heard by the City Council at a public hearing to be held on Tuesday, May 22, 2018 at 6:30 P.M. in the Clermont City Hall located at 685 West Montrose Street.

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) 241-7331, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe
City Clerk, MMC

Ad No: 10076700
May 15, 2018

Payment Info	
Ad Price	$118.46
Tax	$0.00
Sub Total	$118.46
Prepaid Amount	$0.00
Balance Due	$118.46

CITY OF CLERMONT

AGENDA ITEM

Meeting Date

Tuesday, May 22, 2018

Agenda Item Name

Variance Request
New Beginnings Greenhouse

Requested Action

Recommend denial of the variance requests.

Staff Report

This item was previously tabled at the April 10 Council meeting. The applicant, is requesting two variances to the Land Development Code, (1) to eliminate the required sidewalk adjacent to rights-of-way as required by the Land Development Code, Section 110-265, and (2) to allow continuation of existing nonconforming landscape buffers instead of requirements in the Land Development Code, Section 86-281, for property located at 415 Citrus Tower Blvd.

The applicant; New Beginnings Organization provides services to the citizens and residents of Lake County and Clermont. The requested variances will allow installation of a new 10'x 20' greenhouse to grow fresh vegetables for the community. The Land Development code requires any new development, additions or changes to a site will require sidewalks adjacent to all rights-of- way abutting the parcel. The sidewalks must meet ADA requirements and will provide pedestrian safety accessibility to all City and Lake County streets in Clermont. The subject parcel was developed before the adoption and requirements of the Land Development Code. The parcels located to the east and west of subject property currently do not have sidewalks. The construction of the required sidewalk will not provide a continual pedestrian pathway. In the future, if the adjacent parcels apply for redevelopment, new development or changes to the site, sidewalks will be required. Citrus Tower Blvd does have sidewalks existing on the opposite side of the street.

City Code, Section 86-281(2) requires any existing nonconforming land/property, may not be increased, enlarged, extended, moved or change unless the existing nonconforming status be subject to City Code compliance and conformance. The Landscape Buffer as existing does not meet City Code, the applicant would be required to conform to the regulations of the Land Development Code regarding landscape buffers and provide additional landscape materials. The applicant is requesting a variance to allow the landscape buffers as they exist to remain with no additional vegetation or trees as required by the Land Development Code.

Section 86-174 of the Land Development Code requires a positive finding on five items in order to grant the variances, and staff believes that two of the five do not meet these findings. Therefore, staff recommends denial of the two variance requests by the applicant to the Clermont Land Development Code.

Additional Analysis

Fiscal Impact Summary

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)		
1.	New 86-174 Review Criteria-New Beginnings Greenhouse	New 86-174 Review Criteria-New Beginnings Greenhouse.docx
2.	Location Maps	Location Maps.pdf
3.	Concept Site Plan	Concept Site Plan.pdf
4.	Pictures	Pictures.pdf
5.	Greenhouse Elevations	Greenhouse Elevations.pdf
6.	Application	Application.pdf
7.	Legal Ad	New Beginnings Greenhouse Variance Legal AD.pdf

New Beginnings Greenhouse Variance

The requirements for a variance are as follows:

"Sec. 86-174, 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 of negatively impact the standard of living of the citizens of the city;
<u>Applicant response</u>: *Property slopes at a rate that would require a retaining wall prior to installing sidewalks. Engineer has inspected property and helped eliminate requirements and costs. The green house set up is an accessory building that will enable us to grow fresh vegetables for residents in our program and the community. This is a non-permanent structure needing no concrete slab or electricity. It is self-contained with a low voltage solar panels powering it.*

Staff comments: The requested variances will not interfere with the reasonable enjoyment of the adjacent property owners. The proposed greenhouse is a 10' x 20' accessory structure, that will not require a concrete slab or increase the existing impervious surface for subject property.
<u>Positive finding</u>

(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;
<u>Applicant response</u>: *The properties on both sides of this parcel do not have sidewalks at this time.*

<u>Staff comments</u>: *Other properties in the area that have re-developed have installed sidewalks.*
<u>Negative finding</u>

(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;
<u>Applicant response</u>: *We will be able to provide fresh green vegetables on site that can be used in our established plant based cooking classes for residents in our program and the community.*

<u>Staff comments</u>: *The City envisions sidewalks on both sites of Citrus Tower Blvd. As sites redevelop it is expected to construct these interconnecting sidewalks within the city limits.*
<u>Negative finding</u>

(4) The granting of the variance is consistent with the city's comprehensive plan;
<u>Applicant response</u>: *We will also be able to teach people how to grow and harvest vegetables from a sustainable greenhouse source.*

<u>Staff comments</u>: *Staff does not feel there are inconsistencies with the comprehensive plan.*
<u>Positive finding</u>

(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: There is a financial benefit to New Beginnings because any grown food does not have to be purchased. Not only will there be a cost savings but a significate increase in using fresh vegetables instead of store bought produce that needs to be used immediately before it spoils.

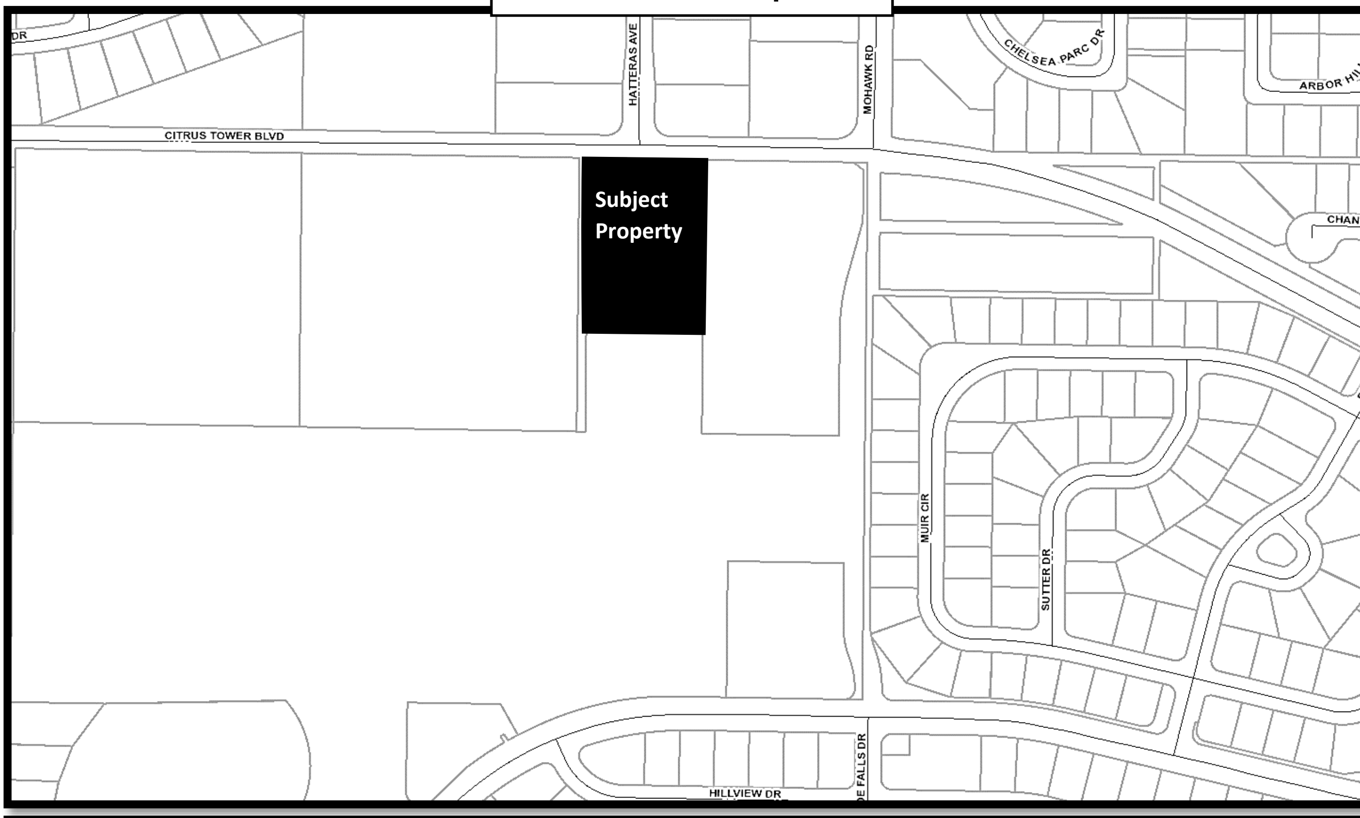
Staff comments: The variance request is the minimum variance that will allow reasonable use of the land; and the benefits achieved under granting of the variance outweigh the benefits under this criterion if the variance was denied. The proposed greenhouse structure is only 200 square feet and will provide the applicant an opportunity to grow and use fresh vegetables for the community.

Positive finding

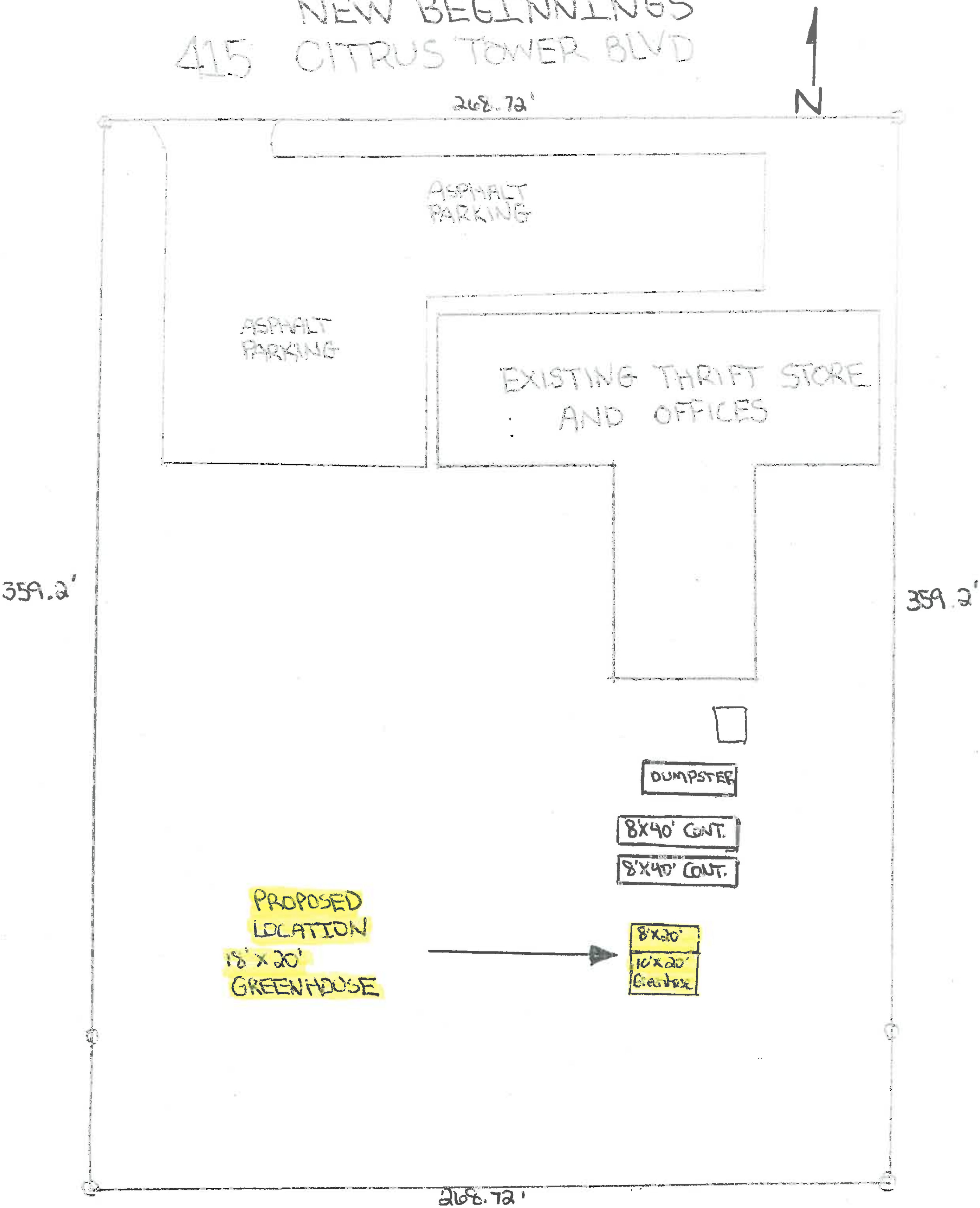
STAFF RECOMMENDATION:

Staff recommends **denial** of the variance request to the Land Development Code.

Location Map



NEW BEGINNINGS
415 CITRUS TOWER BLVD



PLOT PLAN

Google Maps 415 Citrus Tower Blvd

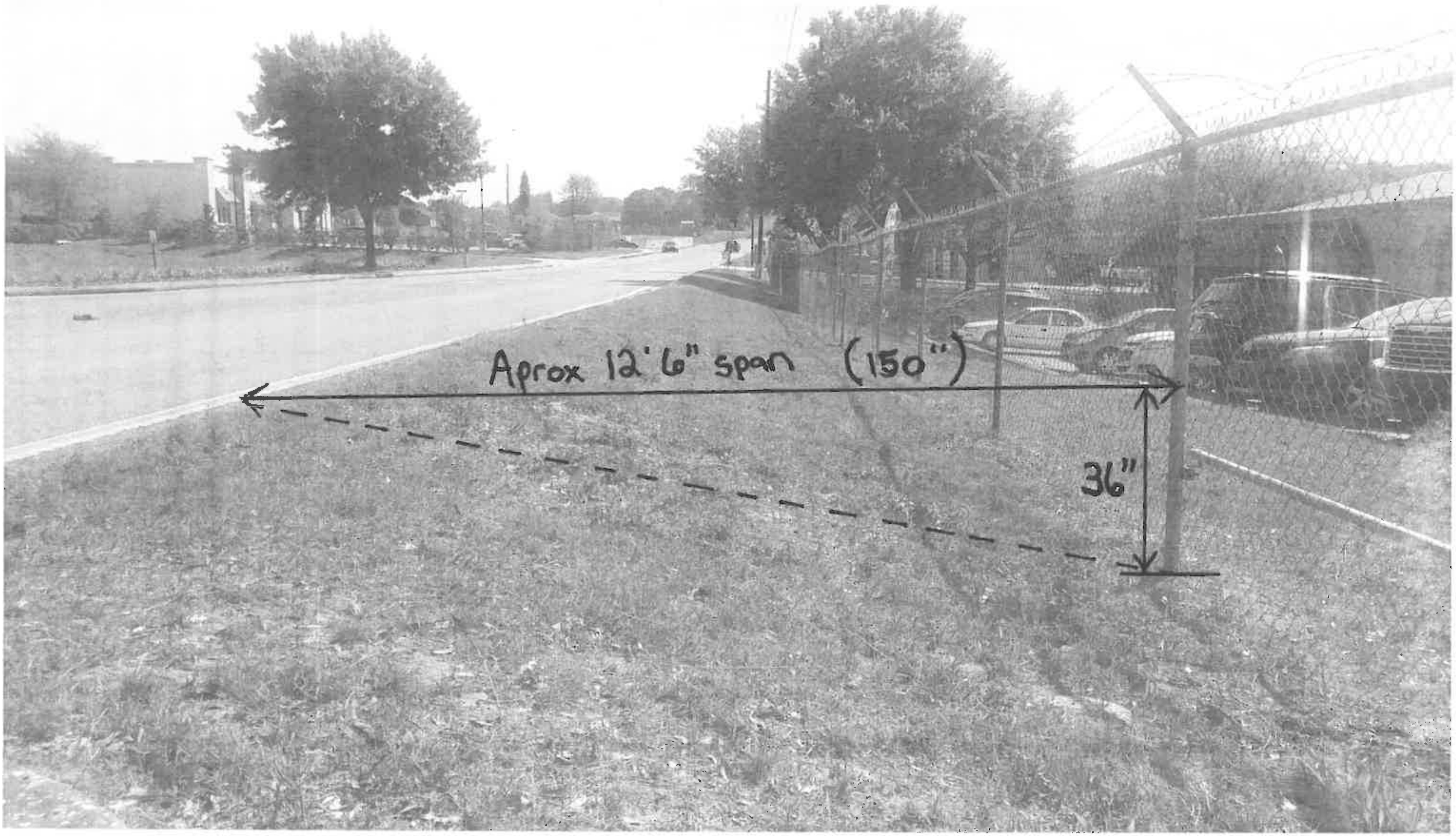
Imagery ©2018 Lake County, U.S. Geological Survey, Map data ©2018 Google ft

415 Citrus Tower Blvd

Clermont, FL 34711

At this location


SG
Sustainable Gardens 2gether



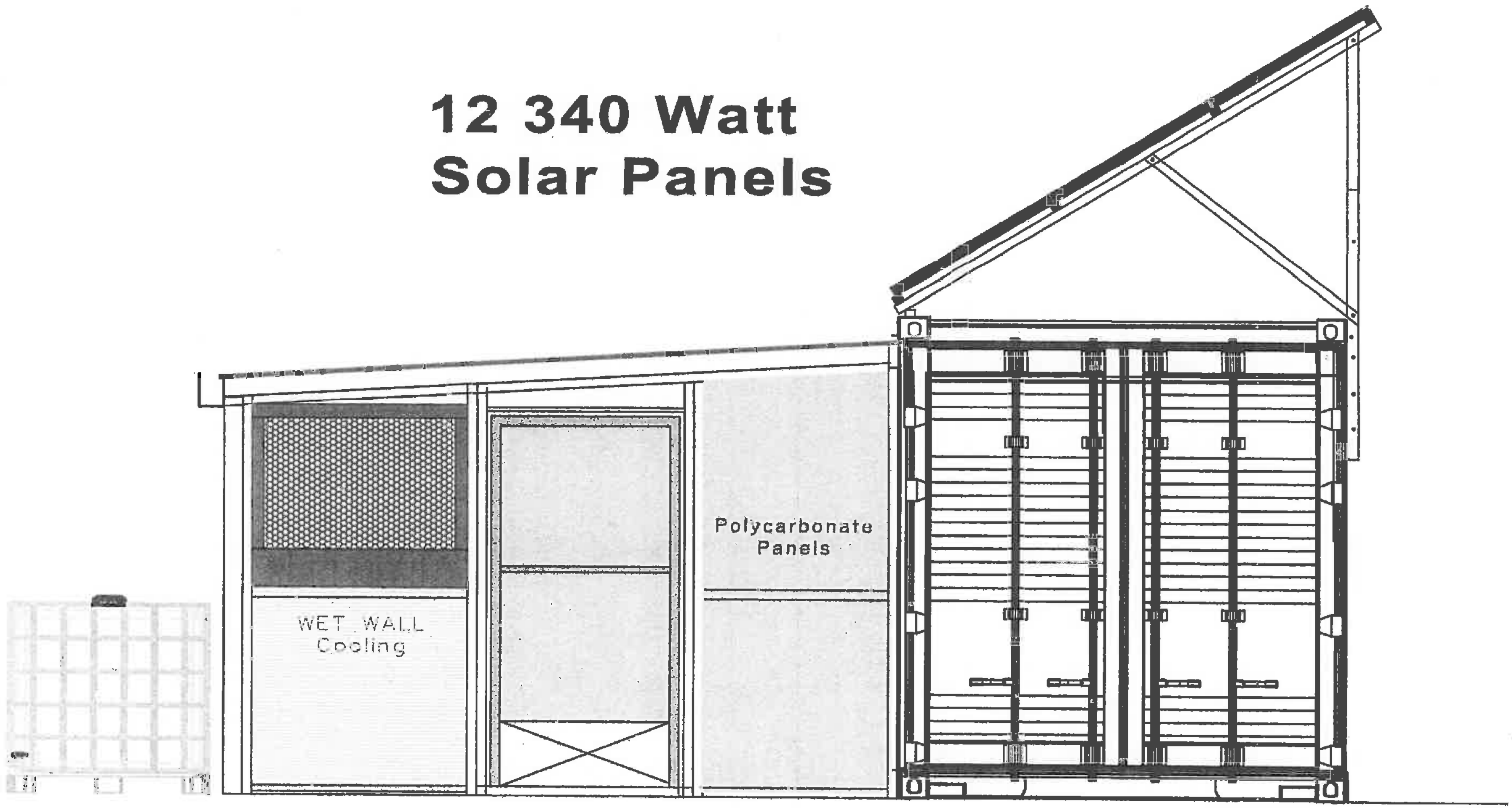
Aprox. Slope in front of New Beginnings

Looking West from New Beginnings on same side of street. No Side Walk

Looking East from New Beginnings on same side of Street. No Side Walk

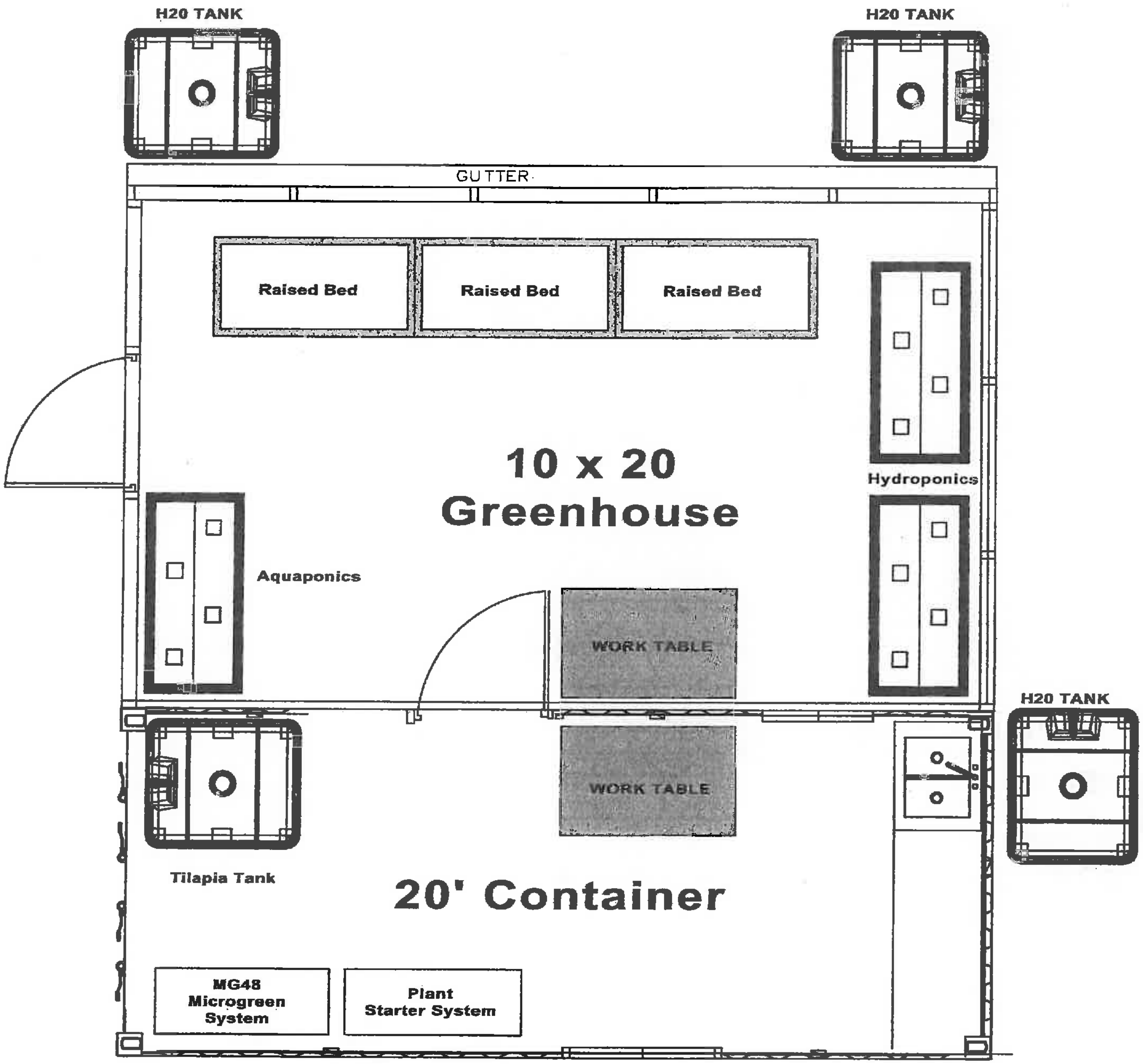
Looking East on opposite side of street.
Sidewalk already exists.

Looking west on opposite side of street.
Sidewalk already exists.



NEW BEGINNINGS PROJECT

EAST SIDE



PLAN VIEW

NEW BEGINNINGS PROJECT

VAR1803-0001

CLERMONT
Choice of Champions

received 3.13.18

CITY OF CLERMONT
VARIANCE
Application

DATE: 3/5/18 FEE: $600

PROJECT NAME (if applicable): New Beginnings - Greenhouse

APPLICANT: New Beginnings of Central Florida

CONTACT PERSON: Keith M. Rush Operations Mgr.

Address: 415 Citrus Tower Blvd.

City: Clermont State: Fl Zip: 34711

Phone: 352-404-6946 ~~Fax~~: Cell 352-871-4253

E-Mail: Keith@NBCFL.ORG

OWNER: New Beginnings of Central Florida

Address: P.O. Box 121129

City: Clermont State: Fl Zip: 34712

Phone: 352-404-6946 Fax:

Address of Subject Property: 415 Citrus Tower Blvd. Clermont

General Location: Greenhouse to be located towards South East portion of Property

Legal Description (include copy of survey): 324.2 FT OF W. 268.72 FT OF TRACT 5 PB 3 PG 30 ORB 4600 PG 1887
SEE ATTACHED TAX FORM

Land Use (City verification required):

CLERMONT
Choice of Champions

Zoning (City verification required): ______________________

CITY OF CLERMONT
VARIANCE
Application
Page 2

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

City Zoning Ordinance (Land Development Code Section) from which you are requesting relief: The requirement for a sidewalk as part of any new construction. The requirement for more trees, lanscaping and irrigation

What are you proposing to do that would require a variance and why? Install self sustaining greenhouse Garden to defray costs of feeding people and offer training to teach how to grow food.

How does the Code create a hardship? Requires a sidewalk to be installed across the front of property. Estimated costs are between $10,000 and $20,000 from Engineer - We are a non profit Organization Greenhouse is being donated by Real Life Church to help feed people.

*** * * * 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;

Property slopes at a rate that would require a retaining wall prior to installing sidewalk Engineer has inspected property and helped estimate requirements + costs.

The greenhouse set up is an accesory bldg that will enable us to grow fresh vegetables for the residents in our program and the community. This is a non-permant structure needing no concrete slab or electricity. It is self contained with all low voltage solar panels powering it.

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

The properties on either side of this property do not have sidewalks at this time.
The hardship for New Beginnings is raising funds needed to pay for required sidewalk.

CITY OF CLERMONT

VARIANCE

Application

Page 3

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;

We will be able to provide fresh grown vegetables on site that can be used in our already established plant based cooking classes for residents in our program and the community.

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

We will also be able to teach people how to grow and harvest fresh vegetables from a sustainable greenhouse source.

(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 were denied.

There is a finacial benefit to New Beginnings because any grown food does not have to be purchased. Not only will there be a cost savings but a significant increase in using fresh vegetables verses bought produce that needs to be used immediately before it spoils.

CITY OF CLERMONT
VARIANCE
Application

Keith M. Rush Operations Mgr
Applicant Name (print)

X
Applicant Name (*signature*)

Stephanie Harris Exec. Pres
Owner Name (print)

X
Owner Name (*signature*)

*** * * * * * NOTICE * * * * * ***

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

City of Clermont
Development Services Department.
685 W. Montrose St.
P.O. Box 120219
Clermont, FL. 34712-021 9
(352) 394-4083 Fax: (352) 394-3542

ARTICLE IV. VARIANCES

Sec. 86-171. Permitted variances; exclusions.

(a) *Hardship relief.* A hardship may exist in which the strict application of one or several requirements of this land development code would render a parcel incapable of reasonable use. Specified provisions set forth in this land development code or in the development standards may be waived when, because of the particular physical shape,

LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider a request for the following two variances: (1) to eliminate the required sidewalk adjacent to rights-of-way as required by the Land Development Code, Section 110-265; (2) to allow continuation of existing nonconforming landscape buffers instead of requirements in the Land Development Code, Section 86-281; at the following location:

LOCATION:
415 Citrus Tower Boulevard
Alternate Key #3801361

A complete legal description may be obtained in the Development Services Department located at 685 West Montrose Street, Clermont, FL 34711.

This request will be heard by the City Council at a public hearing to be held on Tuesday, April 10, 2018 at 6:30 P.M. in the Clermont City Hall located at 685 West Montrose Street.

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) 241-7331, at least 48 hours prior to the public hearings.

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
April 2, 2018

CITY OF CLERMONT

AGENDA ITEM

Meeting Date
Tuesday, May 22, 2018
Agenda Item Name
Resolution No. 2018-17R
Requested Action
Request approval of Resolution No. 2018-17R
Staff Report

The resolution provides for the City Council's approval of the issuance of revenue bonds by the Capital Trust Agency (the "CTA") in an original aggregate principal not to exceed $90,000,000 to fund a loan to H-Bay Ministries, Inc., a Texas nonprofit corporation and 501(c)(3) organization, in order to finance the acquisition of five senior living facilities (providing assisted living and memory care services) located in (1) the City of Clermont, (2) unincorporated Hillsborough County, (3) the City of Ocala, (4) unincorporated Citrus County and (5) the City of Niceville.

Because one of the five projects is located in the City of Clermont, the City Council's approval is necessary for purposes of Chapter 163, Florida Statutes, amended (the "Florida Interlocal Cooperation Act") and Section 147(f) of the Internal Revenue Code of 1986, as amended (providing certain federal requirements relating to the issuance of tax-exempt bonds).

The facility located in Clermont (the "Clermont Facility") is known as "Superior Residences of Clermont" and is located on approximately 6 acres at 1600 Hunt Trace Boulevard, Clermont, Lake County, Florida. The Clermont Facility houses approximately 114 senior living units (including approximately 74 assisted living units and 40 memory care units).

The bonds will be special limited obligations of the CTA payable solely from the revenues generated by the five facilities and, accordingly, (i) the City will have no obligations or liability with respect the bonds, (ii) the City will have no obligations related to the operation of the Clermont Project and (iii) the City's bond rating and future bonding capacity will not be negatively impacted by this transaction.

Additional Analysis
Fiscal Impact Summary
There is no fiscal impact to the City.

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

Exhibits Attached (copies of original agreements)	
1. 2018-17R - TEFRA CTA - Superior	2018-17R - TEFRA CTA - Superior.docx

CITY OF CLERMONT
RESOLUTION NO. 2018-17R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, FLORIDA, APPROVING, SOLELY FOR THE PURPOSES OF SECTION 147(F) OF THE INTERNAL REVENUE CODE AND SECTION 163.01, FLORIDA STATUTES, THE ISSUANCE BY THE CAPITAL TRUST AGENCY OF ITS SENIOR LIVING REVENUE BONDS (H-BAY MINISTRIES, INC. – SUPERIOR RESIDENCES PROJECT), SERIES 2018, IN ONE OR MORE SERIES PURSUANT TO A PLAN OF FINANCE, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $90,000,000, FOR THE PURPOSE OF FINANCING THE SENIOR LIVING FACILITIES HEREIN DESCRIBED, ONE OF WHICH IS LOCATED IN THE CITY OF CLERMONT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council (the "City Council") of the City of Clermont, Florida (the "City"), has been informed that the Capital Trust Agency (the "Issuer") proposes to issue a principal amount not exceeding $90,000,000 of its Senior Living Revenue Bonds (H-Bay Ministries, Inc. – Superior Residences Project), Series 2018, in one or more series (the "Bonds"), the proceeds of which will be loaned to H-Bay Ministries, Inc., a Texas nonprofit corporation, and/or one or more related and/or affiliated entities (collectively, the "Borrower"), for the purpose of financing or refinancing, including through reimbursement, (i) the acquisition, construction, renovation, installation and equipping of the Senior Living Facilities (as hereinafter defined) to provide assisted living and memory care for the elderly, (ii) the funding of an operating and maintenance fund to finance certain capital expenditures and start-up costs related to the Senior Living Facilities, (iii) the funding of one or more debt service reserve funds for the Bonds, and (iv) the payment of certain costs of issuing the Bonds (collectively, the "Project"); and

WHEREAS, the Senior Living Facilities consist of five assisted living and memory care facilities located throughout the State of Florida (the "State"), one of which is located in the City of Clermont, Lake County, Florida (the "Clermont Project"), and the remaining four senior living facilities are located in Brandon, Hillsborough County, Florida, Ocala, Marion County, Florida, Lecanto, Citrus County, Florida, and Niceville, Okaloosa County, Florida (together with the Clermont Project, the "Senior Living Facilities"); and

WHEREAS, the Clermont Project is a senior living community in the City, known as Superior Residences of Clermont, located on approximately 6 acres at 1600 Hunt Trace Boulevard, Clermont, Lake County, Florida, including land, buildings, and equipment, consisting of approximately 114 senior living units (including approximately 74 assisted living units and 40 memory care units) to be financed or refinanced from the proceeds of the Bonds in an amount not exceeding $30,205,800; and

WHEREAS, in order to finance the costs of the Project from the proceeds of the Bonds on a tax-exempt basis, it is necessary to hold a public hearing and approve the issuance of the Bonds for the purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), and Section 163.01, Florida Statutes, as amended (the "Interlocal Act"); and

WHEREAS, a public hearing was held by the City Council on the date hereof, following notice by publication in *The Daily Commercial* at least fourteen (14) days prior to the date hereof (the "Notice"), during which comments and discussions concerning the issuance of the Bonds by the Issuer to lend the proceeds thereof to the Borrower to pay costs of the Project were requested and heard, as required by Section 147(f) of the Code; and

WHEREAS, the Borrower and the Issuer have requested the City Council approve the issuance of the Bonds for purposes of Section 147(f) of the Code and the Interlocal Act; and

WHEREAS, the Bonds, when issued by the Issuer, will be special, limited obligations of the Issuer payable solely from the proceeds to be derived from the repayment of the related loan to the Borrower or from the security pledged therefor by the Borrower, and the City will not be obligated to pay the Bonds or have any obligation or liability pecuniary or otherwise in any respect whatsoever with respect to the Bonds or the Clermont Project; and

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

SECTION 1. Findings

The City Council hereby finds, determines and declares as follows:

A. Pursuant to the Notice published in *The Daily Commercial*, a newspaper of general circulation in the City, not less than fourteen (14) days prior to the date hereof, a public hearing was held before the City Council, as required by Section 147(f) of the Code on the date hereof. The public hearing provided a reasonable opportunity for interested persons to express their views, both orally and in writing, on the proposed issuance of the Bonds, the location and nature of the Clermont Project and its operation by the Borrower. The location of the public hearing, under the applicable facts and circumstances, is convenient for the residents of the City. A proof of publication of such Notice is attached hereto as Exhibit A and minutes of such public hearing will be kept on file with the City Clerk (the "Clerk"), and are hereby incorporated herein by reference.

B. The City Council is the elected legislative body of the City, and the City has jurisdiction over the entire area in which the Clermont Project is located.

C. The City Council has determined, based solely upon representations and information provided by the Borrower and without any independent investigation or research by the City, that the issuance of the Bonds to finance the Clermont Project: (i) is appropriate to the needs and circumstances of, and will make a significant contribution to the economic growth of the community in which it is located, (ii) will provide or preserve gainful employment, (iii) will promote commerce within the State, (iv) will provide safe, decent and accessible housing for the elderly, and (iv) will serve a public purpose by advancing the economic prosperity, living conditions, and the general welfare of the State and its people by providing for an assisted living facility within the meaning of Chapter 159, Part II, Florida Statutes.

D. Based solely upon representations and information provided by the Borrower, the City will continue to be able to cope satisfactorily with the impact of the Clermont Project and will be able to provide, or cause to be provided when needed, the public facilities, including utilities and public services, that will be necessary for the operation, repair, and maintenance of the Clermont Project and on account of any increases in population or other circumstances resulting therefrom.

SECTION 2. Approval for Purposes of Section 147(f) of the Code

For the purposes of Section 147(f) of the Code, the City Council hereby approves the issuance of the Bonds by the Issuer in one or more series, in an aggregate principal amount not exceeding $90,000,000.

SECTION 3. Approval for Purposes of the Interlocal Act

A. For the purposes of the Interlocal Act, the City Council authorizes the Issuer to issue the Bonds in a principal amount not exceeding $90,000,000 and to loan the proceeds thereof to the Borrower to finance or refinance the Project. The Issuer is hereby authorized to exercise all powers relating to the issuance of the Bonds vested in the City Council pursuant to the Constitution and the laws of the State and to do all things within the jurisdiction of the City which are necessary or convenient for the issuance of the Bonds and the financing or refinancing of the Project to the same extent as if the City were issuing its own obligations for such purposes without any further authorization from the City to exercise such powers or to take such actions.

B. The City shall not be liable for any costs of issuing the Bonds or the costs incurred by it in connection with the preparation, review, execution or approval of any documentation or opinions required to be delivered in connection therewith by the City or counsel to any of them. All of such costs shall be paid from the proceeds of the Bonds or from other moneys of the Borrower.

C. The Bonds shall not constitute an indebtedness or liability of the City.

SECTION 4. Payment of Fees and Costs by Borrower

The fees and expenses of the City shall be paid by the Borrower in the manner and to the extent mutually agreed upon by the officials of the City and the Borrower at or prior to issuance of the Bonds.

SECTION 5. No Liability or Endorsement

The City shall have no obligation with respect to the Bonds, and the approval given herein by the City Council shall not be deemed or construed to create any obligation or liability, pecuniary or otherwise, of the City, in connection with either the Bonds or the Project in any respect whatsoever and the Issuer shall so provide in the documents related to the issuance of the Bonds. The general credit or taxing power of the City and the State or any political subdivision or public agency thereof shall not be pledged to the payment of the Bonds. No statement, representation or recital made herein shall be deemed to constitute a legal conclusion or a determination by the City that any particular action or proposed action is required, authorized or permitted under the laws of the State or the United States.

No recourse under or upon any obligation, covenant or agreement of this Resolution or the Bonds or any agreement executed in connection with the Bonds, or for any claim based thereon or otherwise in respect thereof, shall be had against any City Council members, the City Manager, the Clerk or the City Attorney or any other staff or professionals retained by the City in connection with the issuance of the Bonds, as such, past, present or future, either directly or through the City, it being expressly understood (a) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the City Council members, the City Manager, the Clerk or the City Attorney or any other staff or professionals retained by the City in connection with the issuance of the Bonds, as such, under or by reason of the obligations, covenants or agreements contained in this Resolution or implied therefrom, and (b) that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such City Council member, the City Manager, the Clerk or the City Attorney or any other staff or professionals retained by the City in connection with the issuance of the Bonds, as such, are waived and released as a condition of, and as a consideration for, the execution of this Resolution on the part of the City.

The approval given herein shall not be construed as: (i) an endorsement of the creditworthiness of the Borrower or the financial viability of the Project, (ii) a recommendation to any prospective purchaser to purchase the Bonds, (iii) an evaluation of the likelihood of the repayment of the debt service on the Bonds, or (iv) approval of any necessary rezoning applications or approval or acquiescence to the alteration of existing zoning or land use nor approval for any other regulatory permits relating to the Clermont Project, and the City Council shall not be construed by reason of its adoption of this Resolution to make any endorsement, finding or recommendation or to have waived any right of the City Council or to have estopped the City Council from asserting any rights or responsibilities it may have in such regard.

SECTION 6. Indemnification.

The receipt of the Indemnification Certificate of the Borrower attached hereto as Exhibit B and incorporated hereby by reference is a material inducement to the City in granting the approvals set forth herein.

SECTION 7. Effective Date

This Resolution shall take effect immediately upon its adoption.

[Remainder of Page Intentionally Left Blank]

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 22nd day of May, 2018.

CITY OF CLERMONT

____
Gail L. Ash, Mayor

ATTEST:

____
Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

____
Daniel F. Mantzaris, City Attorney

Exhibit A: Publisher's Affidavit Regarding Notice of Public Hearing
Exhibit B: Indemnification Certificate of the Borrower

EXHIBIT A

PROOF OF PUBLICATION

[Follows.]

EXHIBIT B

INDEMNIFICATION CERTIFICATE OF THE BORROWER

The undersigned hereby certifies that he or she is authorized to execute and deliver this Indemnification Certificate of the Borrower and further represents, on behalf of H-Bay Ministries, Inc., a Texas nonprofit corporation, and/or one or more related and/or affiliated entities (collectively, the "Borrower"), the following (capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in Resolution No. 2018-17R adopted by the City Council (the "City Council") of City of Clermont, Florida (the "City") on May 22, 2018 (the "City Resolution")):

(1) At the request of the Borrower, the Capital Trust Agency (the "Issuer") proposes to issue a principal amount not exceeding $90,000,000 of its Senior Living Revenue Bonds (H-Bay Ministries, Inc. – Superior Residences Project), Series 2018 (the "Bonds"), the proceeds of which will be loaned to the Borrower for the purpose of financing or refinancing, including through reimbursement, (i) the acquisition, construction, renovation, installation and equipping of the Senior Living Facilities (as defined in the City Resolution) to provide assisted living and memory care for the elderly, (ii) the funding of an operating and maintenance fund to finance certain capital expenditures and start-up costs related to the Senior Living Facilities, (iii) the funding of one or more debt service reserve funds for the Bonds, and (iv) the payment of certain costs of issuing the Bonds (collectively, the "Project");

(2) The Senior Living Facilities consist of five assisted living and memory care facilities located throughout the State of Florida (the "State"), one of which is located in Clermont, Lake County, Florida (the "Clermont Project"). The Clermont Project is a senior living community in the City, known as Superior Residences of Clermont, located on approximately 6 acres at 1600 Hunt Trace Boulevard, Clermont, Lake County, Florida, including land, buildings, and equipment, consisting of approximately 114 senior living units (including approximately 74 assisted living units and 40 memory care units) to be financed or refinanced from the proceeds of the Bonds in an amount not exceeding $30,205,800;

(3) The issuance of the Bonds to finance the Project: (i) is appropriate to the needs and circumstances of, and will make a significant contribution to, the economic growth of the City, (ii) will provide or preserve gainful employment, (iii) will promote commerce within the State, (iv) will provide safe, decent and accessible housing for the elderly, and (iv) will serve a public purpose by advancing the economic prosperity, living conditions, and the general welfare of the State and its people by providing for an assisted living facility within the meaning of Chapter 159, Part II, Florida Statutes;

(4) The City will continue to be able to cope satisfactorily with the impact of the Clermont Project and will be able to provide, or cause to be provided when needed, the public facilities, including utilities and public services, that will be necessary for the operation, repair, and maintenance of the Clermont Project and on account of any increases in population or other circumstances resulting therefrom;

(5) In order to finance the costs of the Project from the proceeds of the Bonds on a tax-exempt basis, it is necessary to hold a public hearing and approve the issuance of the Bonds for the purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), and Section 163.01, Florida Statutes, as amended (the "Interlocal Act");

(6) The Borrower has requested the City Council to hold such public hearing and approve the issuance of the Bonds for purposes of Section 147(f) of the Code and the Interlocal Act; and

(7) The City desires indemnification from the Borrower as a material inducement to the City Council holding such hearing and granting the foregoing approval.

NOW THEREFORE, THE UNDERSIGNED, ON BEHALF OF THE BORROWER, DOES HEREBY: Agree to defend the City and its officials, employees, attorneys and agents and the members of the City Council, and hold the City and its officials, employees, attorneys and agents and the members of the City Council, harmless against any and all claims, losses, liabilities or damages to property or any injury or death of any person or persons occurring in connection with the issuance of the Bonds or the acquisition or operation of the Clermont Project by or on behalf of the Borrower, including in the case of any and all negligence of such indemnitee, or in any way growing out of or resulting from the Clermont Project or from the issuance, sale or delivery of the Bonds, including, but not limited to, liabilities or costs arising under the Code, the Securities Act of 1933, the Securities Exchange Act of 1934 or any applicable securities law of the State, including, without limitation, all costs and expenses of the City, including reasonable attorneys' fees, incurred in connection therewith.

IN WITNESS WHEREOF, the Borrower has executed this Indemnification Certificate of the Borrower this ______ day of May, 2018.

H-BAY MINISTRIES, INC., a Texas nonprofit corporation

By: ____

Name: ____

Title: ____

[Signature Page | Indemnification Certificate of the Borrower - Clermont]

CITY OF CLERMONT

AGENDA ITEM

Meeting Date

Tuesday, May 22, 2018

Agenda Item Name

Conceptual Design for Phase 1 of Downtown Waterfront District

Requested Action

Recommend for approval of Conceptual Design for Phase 1 of Downtown Waterfront District - Osceola & West

Staff Report

In 2015 the Clermont City Council approved a master plan that will serve as the blueprint for the city—especially the downtown-waterfront district—for the next 5, 10 and 20 years.

Phase 1 of the Downtown Waterfront Corridor Project includes improvements of West Ave and Osceola St. The Overall Downtown Waterfront Corridor Project encompasses Montrose St., Minneola St. and Osceola St. between 7th and 8th. (See attached diagram) The proposed improvements will consist of Streetscape, Landscaping, upgrades for event lighting and music, banners and beautification. A focal point will be created at City Hall Park to anchor downtown visitors, creating a destination and meeting point in the heart of downtown Clermont. In addition, a renewed park at the 8th Street Pier named “Meet in the Middle” Plaza, will be developed. This plaza will be the demarcation and celebration of the half waypoint of the Coast-to-Coast Trail. In addition we will build the Legacy Loop Trail to bypass the waterfront and draw trail users into downtown. This connectivity will aid in the economic development and redevelopment of Downtown Clermont.

Staff recommends approval of Conceptual Design for Phase 1 of Downtown Waterfront District - Osceola & West.

Additional Analysis

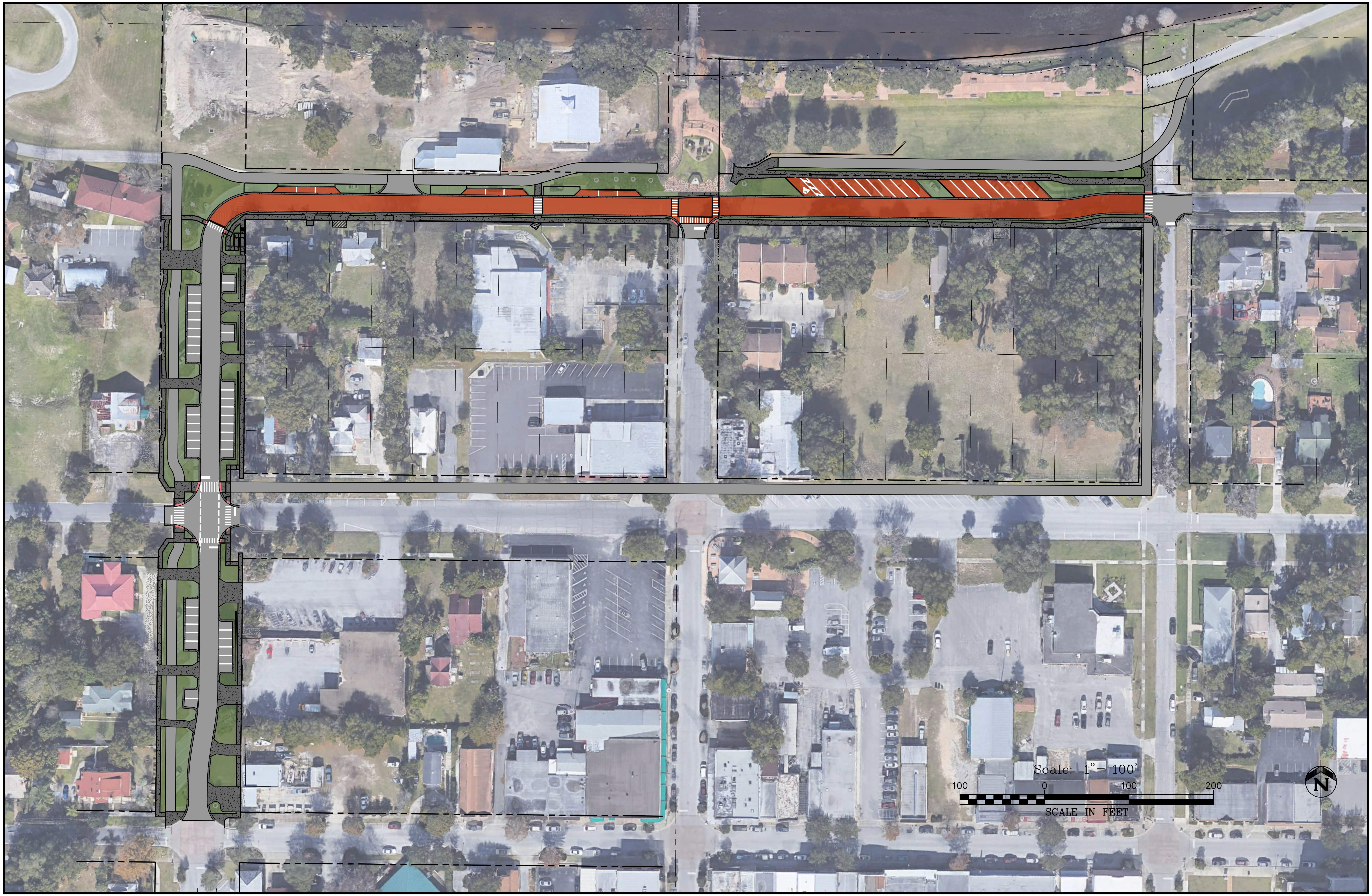
Fiscal Impact Summary

The anticipated cost of $2.0 million for the Downtown Waterfront District Phase I is included in the current year approved budget.

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)

1.	COC Streetscape Ph 1 West Osceola Color Exhibit Overall	COC Streetscape Ph 1 West Osceola Color Exhibit Overall.pdf



Scale: 1" = 100'
100
0
100
200
SCALE IN FEET
N