



**CITY OF CLERMONT
COUNCIL MEETING AGENDA
6:30 PM, Tuesday, September 11, 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

Constitution Week

PRESENTATIONS

Clermont Thrive

Achievement of Excellence in Procurement 2018 Award

Parks and Recreation Update

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 - Surplus Request

Consider approval to declare end of life inventory as surplus from the Police & Fire Department and dispose of in accordance with the Purchasing Policy.

Item No. 2 - Contractor Name Change

Consider request for contractor name change from Layne Inliner, LLC. to Granite Inliner, LLC.

Item No. 3 - Bid Award

Consider award to All-Rite Fence Services, Inc. to provide fence installation services at various parks in the total budgeted amount of \$68,535.

Item No. 4 - Bid Award

Consider award to Quick Response Fire Protection, LLC. to provide fire alarm panel replacement and equipment installation in the total budgeted amount of \$74,800.

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- | | |
|--|---|
| Item No. 5 - Bid Award | Consider award to Folsom Services, Inc. to provide electrical improvements to lift station E15 in the total lump sum budgeted price of \$56,166. |
| Item No. 6 - Bid Award | Consider award to Folsom Services, Inc. to provide electrical improvements to lift station E6 in the total lump sum budgeted price of \$67,397. |
| Item No. 7 - Collective Bargaining Negotiations Team Request | Consider negotiations team for the Clermont Professional Firefighters. |
| Item No. 8 - First Amendment to Settlement Agreement | Consider agreement approval dated August 26, 2003; to resolve a dispute between Utilities, Inc. of Florida and the City of Clermont regarding wastewater utility services in the Barrington Estates neighborhood. |
| Item No. 9 - Resolution No. 2018-36R | Consider approval of Resolution opposing the relocation of the Edmund Kirby Smith statue to Lake County. |
| Item No. 10 - Grant Agreement | Consider approval of Florida Small Community Energy Efficient Lighting Grant Program Agreement in the amount of \$250,000 for the Hancock Park Lighting Retrofit with a match of \$63,846. |

UNFINISHED BUSINESS

- | | |
|---|---|
| Item No. 11 - Resolution No. 2018-30R
<i>Child's Ice Machine</i> | Consider Conditional Use Permit to allow a commercial outdoor ice machine for property located at 492 Chestnut St. |
| Item No. 12 - Ordinance No. 2018-26 <i>Final Bell Ceramics</i> | Consider ordinance to rezone 6.96+/- acres from R-2 Medium Density Residential to PR Parks and Recreation District at the northeast corner of Second St. and Palm Ave. for public boat ramp facility. |

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Item No. 13 - Ordinance No. 2018-12 *Final*
607 & 619 Lake Ave Comprehensive Plan
Amendment

Consider ordinance to change the future land use from Medium Density Residential to Downtown Mixed Use for property located at the southeast corner of Lake Ave. and Minneola Ave.

Item No. 14 - Ordinance No. 2018-13
607 & 619 Lake Ave Rezoning

The applicant has requested a withdrawal of this rezoning request.

NEW BUSINESS

Item No. 15 - Ordinance 2018-31 *Introduction*
607 Lake Ave PUD Rezoning

Consider introduction to allow 3 single-family residential lots at the southeast corner of Minneola Ave. and Lake Ave.

Item No. 16 - Variance Request

Consider request to allow for a minimum lot size less than 10,000 square feet for property located at 498 Pitt Street.

Item No. 17 - Sunburst Lane

Consider Water Treatment Plant barrier wall alternatives along the western boundary of the Magnolia Park residential community.

Item No. 18 - Lien Reduction Request

Consider lien reduction request for 624 Prince Edward Ave.

Item No. 19 - Ordinance No. 2018-32 *Introduction*

Consider ordinance introduction to amend the Share Plan provisions in the Police Officers Retirement Plan.

Item No. 20 - Ordinance No. 2018-33 *Introduction*

Consider ordinance introduction to amend the Share Plan provisions in the Firefighters Retirement Plan.

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

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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, the Constitution of the United States established a foundation for the success of our nation through core beliefs such as popular sovereignty and limited government; and

Whereas, September 17, 2018 marks the two hundred thirty first anniversary of the Framing of the Constitution of the United States of America by the Constitutional Convention; and

Whereas, it is fitting and proper to officially recognize this magnificent document and the anniversary of its creation; and

Whereas, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through September 23 as Constitution Week;

Now, Therefore, I, Gail L. Ash, Mayor of the City of Clermont in the State of Florida, do hereby proclaim September 17 through September 23, 2018 as

Constitution Week

In Witness Whereof, I have hereunto set my hand and caused the Great Seal of the City of Clermont to be affixed this 11th day of September in the year two thousand eighteen.

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk



AGENDA ITEM

Meeting Date			
Tuesday, September 11, 2018			
Agenda Item Name			
Surplus Request			
Requested Action			
Recommend to approve and declare end of life inventory as surplus from the Police & Fire Department and dispose of in accordance with the Purchasing Policy.			
Staff Report			
The Purchasing Department, on behalf of the Police Department recommends approval of the above action. The following inventory have reached their end of life service and approval to surplus these items is being requested. Qty: Police Department Surplus Property Description (1) 2008 Ford Crown Victoria Vehicle No. 2164 – 129,268 miles (1) 2009 Dodge Charger Vehicle No. 2165 – 138,009 miles Qty: Fire Department Surplus Property Description (1) 1995 Spartan Heavy Rescue Vehicle No. 3214 – 155,040 miles Salvageable surplus property will be sold through GovDeals.com, an electronic auction website for government property. Non-salvageable property will be disposed of appropriately.			
Additional Analysis			
Fiscal Impact Summary			
Surplus property is anticipated to be sold for approximately \$57,000.			
Fiscal Impact	Fund Number and Description	Available Budget Amount	
Exhibits Attached (copies of original agreements)			
1. Police Department - Property Disposal	Police Department - Property Disposal.pdf		
2. Fire Department - Property Disposal	Fire Department - Property Disposal.pdf		



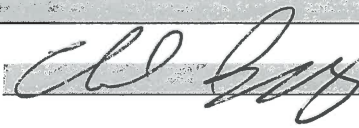
PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #:
Contact Person: Sgt Creighton Phone: 352-536-8411
Year / Make / Model: 2008 Ford Crown Victoria Vehicle No. 2164
Miles / Hours: 129,268 Serial / VIN: 2FAFP71V08X145230
Description of Property 2008 Ford Crown Victoria

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

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

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

Director Signature: 

Date: 8-15-18

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #:
Contact Person: Sgt. Creighton Phone: 352-536-8411
Year / Make / Model: 2009 Dodge Charger Vehicle No. 2165
Miles / Hours: 138,009 Serial / VIN: 2B3KA43V59H597161
Description of Property 2009 Dodge Charger

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

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

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
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- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:**

Director Signature: 

Date: 8-17-18

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

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: FIRE/FIRE Property Tag #: 10109
Contact Person: Bill Harrison Phone: 352-241-2212
Year / Make / Model: 1995 Spartan Heavy Rescue Vehicle No. 3214
Miles / Hours: 155040 Serial / VIN: 457AT9D01SC016749
Description of Property Super Vac Body Detroit Diesel Series 60 11.1L

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

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

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

Director Signature:  Date: 8/30/18

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

Date Approved by City Council: _____ Agenda Item: _____

Method of Disposal: _____ Date Disposed: _____

Purchasing Director: _____ Date: _____

Munis Asset Number: 5214

DISPOSITION SUMMARY

1. The Department Director makes the determination that the equipment, item or material requires disposal. If the property being disposed of is capital (value of \$1,000 or greater), remove the asset tag sticker and submit it with completed Property Disposal Form to the Purchasing Department.
2. The Purchasing Department will process an agenda item for City Council approval.
3. When conducting a trade-in, the full cost of the new purchase must be budgeted by the Department (do not include the trade in value).
4. When disposal or trade-in is complete, the Purchasing Director will forward the completed form to the Finance Department.

DEFINITIONS

Surplus Property - All City property that is obsolete, excess, or no longer needed by the owning Department. All vehicles, equipment, desks, chairs, tables, office equipment, etc. shall be reported to the Purchasing Department for disposition coordination.



CITY OF CLERMONT

AGENDA ITEM

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Meeting Date		
Tuesday, September 11, 2018		
Agenda Item Name		
Contractor Name Change		
Requested Action		
Recommend to approve contractor name change from Layne Inliner, LLC. to Granite Inliner, LLC.		
Staff Report		
It is recommended the Council approve consent of assignment to agreement with Granite Inliner, LLC. (hereinafter referred to as "GRANITE"). The company Layne Inliner, LLC., supplier under contract for storm line rehabilitation cleaning and video recording, was acquired by GRANITE. The company providing current services is now under the name of GRANITE and acquired Layne Inliner, LLC. contractual responsibilities. GRANITE is bound to and agrees to the price, terms and conditions set forth in the original agreement. The current agreement expires December 14, 2018 with an optional two one-year renewal periods.		
Additional Analysis		
Fiscal Impact Summary		
There is no fiscal impact.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. City of Clermont Name Change Announcement_08.29.18	City of Clermont Name Change Announcement_08.29.18.pdf	



Granite Inliner
2531 Jewett Lane
Sanford, FL 32771

T 407.472.0014
graniteconstruction.com

August 29, 2018

Marilyn Rodriguez, Contracts Coordinator
Purchasing Department
City of Clermont
685 W. Montrose St.
Clermont, FL 34711

Subject: Layne Inliner, LLC Name Change to Granite Inliner, LLC

Dear Ms. Rodriguez:

On June 14, 2018 it was announced that the Layne Christensen Company, in its entirety, has been acquired by Granite Construction Incorporated, one of North America's largest infrastructure and construction materials providers. Conversely, Layne is a leading water management, infrastructure services, and drilling company that includes Layne Inliner, the second largest CIPP provider in the United States. We are sending this letter today to let you know that we filed a name change amendment with the Florida Secretary of State changing our name to Granite Inliner, LLC (see attached – note: our federal tax ID number did not change). Together with Layne's family of companies, Granite will be a leader in water infrastructure and wastewater rehabilitation and be well positioned to offer a full menu of trenchless rehabilitation services to both public and private sectors while continuing to provide the high-quality services and products you have come to expect from Layne. You can read the full press release and learn more about Granite by visiting its website at www.graniteconstruction.com.

Based in Watsonville, California, Granite Construction Incorporated (NYSE: GVA) specializes in complex infrastructure projects, including transportation, industrial and federal contracting, and is a proven leader in alternative procurement project delivery. Granite is an award-winning firm in safety, quality and environmental stewardship, and has been honored as one of the World's Most Ethical Companies by Ethisphere Institute for nine consecutive years. Granite has also been recently certified as a great workplace by the independent analysts at Great Place to Work®.

We are confident that the merger of Layne and Granite is great news for our valued customers. This combination will ultimately allow us to serve as the ideal partner to you as we tap into new growth areas by expanding our capabilities and enhancing our service offerings. Through this combination, we will be positioned to provide a full lifecycle portfolio to better meet the needs of all our customers. As importantly, Granite and Layne share long histories of industry leadership and core values of ethics, safety, sustainability, operational excellence and client satisfaction.

If you have any questions, please don't hesitate to reach out to Tommy Robertson or myself. As always, we greatly appreciate your support and look forward to continuing to serve you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael Cannon".

Michael Cannon, P.E.
District Manager



CITY OF CLERMONT

AGENDA ITEM

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Meeting Date		
Tuesday, September 11, 2018		
Agenda Item Name		
Bid Award		
Requested Action		
Recommend to approve contract between the City of Clermont and All-Rite Fence Services, Inc. to provide fence installation services at various parks.		
Staff Report		
The Purchasing Department and the Public Works Department recommend approval of the above action. The Public Works Department contacted the Purchasing Department to determine the most effective manner to contract a company to provide fence installation services at various parks. The Purchasing Department issued a Request for Bid (RFB) number 18-034 to provide these services. The RFB was fully competed, advertised, and complies with the City of Clermont Purchasing Policy. There were two (2) responses to the RFB. The work involves the removal of current wood fence at Palatlahaka Park and installing a black aluminum picket fence, installing a black aluminum picket fence at Kaboom Park, and installing a tan vinyl fence at Lake Hiawatha Preserve. Line item 4, which was to install a four panel wood fence at Lake Hiawatha Preserve (North), is not being awarded due to insufficient funds. Award is being recommended to the low responsive and responsible bidder All-Rite Fence Services, Inc. for RFB line items 1, 2 and 3 in the total amount of \$68,535 who complied with all terms, conditions, and specifications stated in the RFB.		
Additional Analysis		
Fiscal Impact Summary		
The fiscal impact of \$68,535 is included in the current year approved budget. Account Code: 12542-66300		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFB 18-034 Response Tabulation RFB 18-034 Response Tabulation.pdf		
2. RFB 18-034 Award Recommendation RFB 18-034 Award Recommendation.pdf		



RESPONSE TABULATION

RFB 18-034, FENCE INSTALLATION FOR VARIOUS PARKS

DUE DATE/TIME: August 16, 2018 AT 2:00 P.M. (EST)

COMPANY NAME, CITY, STATE	BID BOND	ADDENDA 1	TOTAL LUMP SUM PRICE
All-Rite Fence Services, Inc. – Orlando, FL	Y	Y	\$121,935.00
Fence Direct, Inc. – Orlando, FL	Y	Y	\$139,500.00

* Addenda 1 was not a mandatory submittal with bid response.



FREDDY SUAREZ
Purchasing Director
Purchasing Department

352-241-7350
fsuarez@clermontfl.org

AWARD RECOMMENDATION
AUGUST 24, 2018
RFB 18-034 – FENCE INSTALLATION FOR VARIOUS PARKS

Based on the results of the bid submittals, the Purchasing Department and the Public Works Department is recommending award to the low responsive and responsible bidder, All-Rite Fence Services, Inc. in the total price of \$68,535 for line items 1, 2 and 3. Line item 4 is not being awarded due to insufficient funds.

L.N.	Description Unit Price	All-Rite Fence	Fence Direct
1	Palatlahaka Park Black Aluminum Standard Picket Style Fence	\$32,255.00	\$56,100.00
2	Kaboom Park Black Aluminum Standard Picket Style Fence	\$16,280.00	\$41,400.00
3	Lake Hiawatha Preserve Vinyl Fence	\$20,000.00	\$25,000.00
4	Lake Hiawatha Preserve (North) Four Panel Wood Fence	\$53,400 Not Awarded	\$17,000.00 Not Awarded
TOTAL PRICE		\$68,535.00	\$122,500.00



CITY OF CLERMONT

AGENDA ITEM

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Meeting Date		
Tuesday, September 11, 2018		
Agenda Item Name		
Bid Award		
Requested Action		
Recommend to approve contract between the City of Clermont and Quick Response Fire Protection, LLC. to provide all labor, material and equipment necessary to install a new fire alarm panel and equipment at the Arts & Recreation Center.		
Staff Report		
The Purchasing Department and the Parks and Recreation Department recommend approval of the above action. The Parks and Recreation Department contacted the Purchasing Department to determine the most effective manner to contract a company to provide replacement of the current fire alarm panel and related equipment. The Purchasing Department issued a Request for Bid (RFB) number 18-031 to acquire these services. The RFB was fully competed, advertised, and complies with the City of Clermont Purchasing Policy. There were two (2) responses to the RFB. The work involves replacing the existing fire alarm panel with a non-proprietary system in addition to providing new shunts, door holders, speakers and strobes to bring the facility to par with existing fire code. Award is being recommended to responsive and responsible bidder Quick Response Fire Protection, LLC. at the lump sum amount of \$74,800 who complied with all terms, conditions, and specifications stated in the RFB.		
Additional Analysis		
Fiscal Impact Summary		
The fiscal impact of \$74,800 is included in the current year approved budget. Department Account Code: 10575-66301		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFB 18-031 Response Tabulation RFB 18-031 Response Tabulation.pdf		
2. RFB 18-031 Award Recommendation RFB 18-031 Award Recommendation.pdf		



RESPONSE TABULATION

RFB 18-031, FIRE ALARM PANEL REPLACEMENT AND EQUIPMENT INSTALLATION
DUE DATE/TIME: AUGUST 2, 2018 AT 2:00 P.M. (EST)

COMPANY NAME, CITY, STATE	ADDENDA 1	ADDENDA 2	LUMP SUM PRICE
Quick Response Fire Protection, LLC.	N	N	\$74,800
LV Solutions, Inc.	Y	Y	\$75,875

Addenda 1 and 2 were not mandatory submittals with the RFB response.



FREDDY SUAREZ
Purchasing Director
Purchasing Department

352-241-7350
fsuarez@clermontfl.org

AWARD RECOMMENDATION

AUGUST 24, 2018

RFB 18-031 – FIRE ALARM PANEL REPLACEMENT AND EQUIPMENT INSTALLATION

Based on the results of the bid submittals, the Purchasing Department is recommending award to the low responsive and responsible bidder, Quick Response Fire Protection, LLC. in the lump sum price of \$74,800.



CITY OF CLERMONT

AGENDA ITEM

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Meeting Date		
Tuesday, September 11, 2018		
Agenda Item Name		
Bid Award		
Requested Action		
Recommend to approve contract between the City of Clermont and Folsom Services, Inc. to provide electrical improvements to lift station E15.		
Staff Report		
The Purchasing Department and the Environmental Services Department recommend approval of the above action. The Purchasing Department issued a Request for Bid (RFB) number RFB 18-035 to acquire a qualified electrical contractor to provide electrical improvements to lift station E15. The RFB was fully competed, advertised, and complies with the City of Clermont Purchasing Policy. There was a single response to the RFB. Award is being recommended to single bidder Folsom Services, Inc. in the total lump sum price of \$56,166 who complied with all terms, conditions, and specifications stated in the RFB.		
Additional Analysis		
Fiscal Impact Summary		
The fiscal impact of \$56,166 is included in the current year approved budget. Department Account Code: 42535-66321		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFB 18-035 Response Tabulation	RFB 18-035 Response Tabulation.pdf	
2. RFB 18-035 Award Recommendation	RFB 18-035 Award Recommendation.pdf	



RESPONSE TABULATION

RFB 18-035, ELECTRICAL IMPROVEMENTS TO LIFT STATION E15

DUE DATE/TIME: August 23, 2018 AT 2:00 P.M. (EST)

COMPANY NAME, CITY, STATE	TOTAL LUMP SUM PRICE
Folsom Services, Inc. – St. Cloud, FL	\$56,166.00



FREDDY SUAREZ
Purchasing Director
Purchasing Department

352-241-7350
fsuarez@clermontfl.org

AWARD RECOMMENDATION
AUGUST 27, 2018
RFB 18-035 – ELECTRICAL IMPROVEMENTS TO LIFT STATION E15

Based on the results of the bid submittals, the Purchasing Department and the Environmental Services Department is recommending award to the single responsive bidder, Folsom Services, Inc. in the lump sum price of \$56,166.



CITY OF CLERMONT

AGENDA ITEM

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Meeting Date								
Tuesday, September 11, 2018								
Agenda Item Name								
Bid Award								
Requested Action								
Recommend to approve contract between the City of Clermont and Folsom Services, Inc. to provide electrical improvements to lift station E6.								
Staff Report								
The Purchasing Department and the Environmental Services Department recommend approval of the above action. The Purchasing Department issued a Request for Bid (RFB) number 18-036 to acquire a qualified electrical contractor to provide electrical improvements to lift station E6. The RFB was fully competed, advertised, and complies with the City of Clermont Purchasing Policy. There was a single response to the RFB. Award is being recommended to single bidder Folsom Services, Inc. at the total lump sum price of \$67397 who complied with all terms, conditions, and specifications stated in the RFB.								
Additional Analysis								
Fiscal Impact Summary								
The fiscal impact of \$67,397 is included in the current year approved budget. Department Account Code: 42535-66321								
Fiscal Impact	Fund Number and Description	Available Budget Amount						
Exhibits Attached (copies of original agreements)								
<table border="0"><tr><td>1.</td><td>RFB 18-036 Response Tabulation</td><td>RFB 18-036 Response Tabulation.pdf</td></tr><tr><td>2.</td><td>RFB 18-036 Award Recommendation</td><td>RFB 18-036 Award Recommendation.pdf</td></tr></table>			1.	RFB 18-036 Response Tabulation	RFB 18-036 Response Tabulation.pdf	2.	RFB 18-036 Award Recommendation	RFB 18-036 Award Recommendation.pdf
1.	RFB 18-036 Response Tabulation	RFB 18-036 Response Tabulation.pdf						
2.	RFB 18-036 Award Recommendation	RFB 18-036 Award Recommendation.pdf						



RESPONSE TABULATION

RFB 18-036, ELECTRICAL IMPROVEMENTS TO LIFT STATION E6

DUE DATE/TIME: August 23, 2018 AT 2:00 P.M. (EST)

COMPANY NAME, CITY, STATE	TOTAL LUMP SUM PRICE
Folsom Services, Inc. – St. Cloud, FL	\$67,397.00



FREDDY SUAREZ
Purchasing Director
Purchasing Department

352-241-7350
fsuarez@clermontfl.org

AWARD RECOMMENDATION
AUGUST 27, 2018
RFB 18-036 – ELECTRICAL IMPROVEMENTS TO LIFT STATION E6

Based on the results of the bid submittals, the Purchasing Department and the Environmental Services Department is recommending award to the single responsive bidder, Folsom Services, Inc. in the lump sum price of \$67,397.



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AGENDA ITEM

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Meeting Date		
Tuesday, September 11, 2018		
Agenda Item Name		
Collective Bargaining Negotiations Team Request		
Requested Action		
Recommend approval of the proposed City's negotiations team.		
Staff Report		
The City's contract with the International Association of Firefighters, AFL-CIO-Clermont Professional Firefighters Local 4350 collective bargaining agreement expires on September 30, 2018. It is necessary that the City commence negotiations with the IAFF Local 4350. The attached memo identifies those individuals recommended by the City Manager to be on the negotiations team.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Negotiations Team for IAFF 4350 Collective Bargaining Memo	Negotiations Team for IAFF 4350 Collective Bargaining Memo.pdf	



DARREN GRAY
City Manager

352-241-7358
dgray@clermontfl.org

DATE: September 4, 2018

TO: Gail L. Ash, Mayor
Diane Travis, Mayor Pro Tem
Timothy Bates, Council Member
Heidi Brishke, Council Member
Ray Goodgame, Council Member

FROM: Darren Gray, City Manager 

SUBJ: Negotiations Team for IAFF 4350 Collective Bargaining

The City's contract with the International Association of Firefighters, AFL-CIO-Clermont Professional Firefighters Local 4350 collective bargaining agreement expires on September 30, 2018. It is necessary that the City commence negotiations with the IAFF Local 4350.

I recommend that the following individuals serve on the City's negotiating team:

- Lindsay N. Oyewale, Partner, DSK Law, de Beaubien, Simmons, Knight, Mantzaris & Neal, LLP (lead negotiator)
- Carle Bishop, Fire Chief
- Susan C. Dauderis, Human Resources Director
- Joseph Van Zile, Finance Director

Thank you in advance for considering these individuals for the negotiating team. We anticipate having productive negotiations with the IAFF Local 4350.

cc: Team members



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, September 11, 2018		
Agenda Item Name		
First Amendment to Settlement Agreement		
Requested Action		
Request approval of First Amendment to Settlement Agreement with Utilities, Inc. of Florida dated August 26, 2003, to resolve a dispute between Utilities, Inc. of Florida and The City of Clermont regarding wastewater utility services in the Barrington Estates neighborhood.		
Staff Report		
On August 26, 2003, Utilities, Inc. of Florida and the City of Clermont entered into a Settlement Agreement whereby each party was provided specific geographical service areas which were exclusive, meaning that the other provider could not offer wastewater or water services in the other party's exclusive service area. Recently, UIF sought to acquire a wastewater treatment plant located in the Barrington Estate community. This community falls within the exclusive service area of the City. As such, the City, with the approval of the City Council objected to the acquisition before the Public Services Commission and has been engaged in litigation with UIF in an attempt to enforce the prior settlement between the parties. Concurrently with this litigation, UIF has been negotiating to provide certain meter reading services for City customers for quite some time. In order to compromise and resolve the dispute related to the Barrington Estates acquisition, UIF has agreed to provide these meter reading services to the City at no charge for a period of five (5) years. The estimated value of these services is approximately \$100,000. In exchange, the City will agree to withdraw its Objection to the transfer application filed by UIF with the Public Services Commission and it will not otherwise contest UIF's acquisition of the facilities. In all other respects, the prior settlement agreement between the parties will remain unchanged. Staff recommends approval of First Amendment to Settlement Agreement dated August 26, 2003; to resolve a dispute between Utilities, Inc. of Florida and The City of Clermont regarding wastewater utility services in the Barrington Estates neighborhood.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)		
1.	Resolution 2018.Barrington Estates	2018-37R First Amend. to Settlement Agr. Utilities, Inc..pdf
2.	First Amendment to Settlement Agreement (Final)	First Amendment to Settlement Agreement (Final).pdf



CITY OF CLERMONT
RESOLUTION NO. 2018-37R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT APPROVING THE FIRST AMENDMENT TO THAT CERTAIN SETTLEMENT AGREEMENT DATED AUGUST 26, 2003 BETWEEN THE CITY OF CLERMONT AND UTILITIES INC. OF FLORIDA; RESOLVING THE CITY’S CHALLENGE TO UTILITIES, INC’S ACQUISITION OF BARRINGTON ESTATES UTILITY AND APPROVING AN AGREEMENT WITH UTILITIES, INC. FOR METER READING SERVICES; AUTHORIZING THE MAYOR AND/OR CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS IN ACCORDANCE HERewith AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1.

The City Council of the City of Clermont does hereby approve the First Amendment to that certain settlement agreement with Utilities, Inc. f/k/a Lake Utilities, Inc., resolving and settling the City’s challenge to Utilities, Inc.’s acquisition of Barrington Estates utility system in exchange for five years of meter reading services to be provided by Utilities, Inc. as more particularly described in Exhibit “A” attached hereto. The Mayor or the City Manager is authorized to execute on behalf of the City, the First Amendment set forth in Exhibit “A”.

SECTION 2.

The City Council of the City of Clermont does hereby approve an agreement with Utilities, Inc. providing that Utilities, Inc. shall provide meter reading services on behalf of the City of Clermont as more particularly described in Exhibit “B” attached hereto and incorporated herein. Providing that Utilities, Inc. shall provide said services at no charge to the City for a period of five (5) years. The Mayor or the City Manager is authorized to execute on behalf of the City, the First Amendment set forth in Exhibit “B”.

SECTION 3.

All resolutions or policies of the City in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 4.

This Resolution shall take effect immediately upon its adoption.



CITY OF CLERMONT
RESOLUTION NO. 2018-37R

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida this 11th day of September, 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

FIRST AMENDMENT TO SETTLEMENT AGREEMENT

THIS FIRST AMENDMENT TO SETTLEMENT AGREEMENT ("Settlement Agreement") is made and entered into this ____ day of August, 2018, by and between the **City of Clermont** (hereinafter the "City"), and **Utilities, Inc. of Florida** (the "UIF") (hereinafter the City and UIF may individually be referred to as "Party" and cumulatively referred to as the "Parties").

WHEREAS, the Parties previously entered into a Settlement Agreement dated August 26, 2003 (the "Settlement Agreement"), regarding the Parties respective rights to provide certain utility services in Lake County, Florida;

WHEREAS, UIF filed an Application for Transfer of Assets of Exempt Utility and for Amendment of Certificate 465-S in Lake County, with the Florida Public Services Commission, Docket No. 20170174-SU, ("Application") relating to the transfer of wastewater utilities in the neighborhood commonly referred to as Barrington Estates;

WHEREAS, a dispute arose between the City and UIF as to which Party has the right under the Settlement Agreement to provide wastewater utility services in the Barrington Estates neighborhood;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this First Amendment to the Settlement Agreement ("First Amendment"), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Parties hereto, and in order to consummate the objectives aforementioned, it is hereby agreed as follows:

1. **Meter Reading Credit.** Upon the closing on the purchase of the Barrington wastewater system, UIF shall provide meter reading data to the City for those water customers of UIF that receive wastewater service from the City and that are located within the City's wastewater service area, for a period of five (5) years without charge and at no cost to the City. UIF shall the provide meter reading data, pursuant to the Meter Reading Agreement attached hereto as Attachment "A." Notwithstanding any term in the Meter Reading Agreement to the contrary, and consistent with its obligations hereunder, UIF further agrees not to exercise any termination option that may be available for five (5) years following execution of the Meter Reading Agreement absent a material breach of the Meter Reading Agreement by the City.

2. **Withdrawal of Objection.** In exchange for the Meter Reading Credit set forth above and compliance with this First Amendment, the City shall withdrawal its Objection to Application of Transfer of Assets of Exempt Utility and for Amendment of Certificate 465-S by Utilities, Inc. of Florida dated September 21, 2017, within five (5) days of the effective date of this Agreement, and shall take such steps as are reasonably necessary to inform the Florida Public Services Commission that it will not contest the requested transfer.

3. **No Admission of Liability.** This Agreement is entered into by the parties for the purpose of compromising and fully settling the disputes between them. This Agreement does not constitute, and shall not be construed as, an admission by either party of the truth or validity of any claims asserted or contentions advanced by the other party.

4. **Reaverment and Reconfirmation of Settlement Agreement.** Except for this First Amendment, the Settlement Agreement shall remain in full force and effect. Except as modified by this First Amendment, the Settlement Agreement remains a valid and subsisting agreement of the Parties. This Agreement shall not be construed as a waiver of any rights, claims, or interest of the Parties may have under the Settlement Agreement except as set forth herein.

5. **Construction of Agreement.** This Agreement shall be construed as a whole according to its fair meaning and as if both parties jointly prepared it. Any uncertainty or ambiguity in the Agreement shall not be strictly interpreted or construed against either party.

6. **Severability.** The provisions of this Agreement are severable. If any portion, provision, or part of this Agreement is held, determined, or adjudicated to be invalid, unenforceable or void for any reason whatsoever, each such portion, provision or part shall be severed from the remaining portions, provisions or parts of this Agreement and shall not affect the validity or enforceability of any remaining portions, provisions or parts.

7. **No Oral Modification.** This Agreement shall not be altered, amended, or modified by oral representation made before or after the execution of this Agreement. All modifications must be in writing and duly executed by all parties.

8. **Knowing and Voluntary Assent.** The parties acknowledge that this Agreement is executed voluntarily by each of them, without any duress or undue influence on the part of, or on behalf of any of them. The parties further acknowledge that they have had the opportunity for representation in the negotiations for, and in the performance of, this Agreement by counsel of their choice and that they have read this Agreement and/or have had it fully explained to them by their counsel and that they are fully aware of the contents of this Agreement and its legal effect.

9. **Final and Binding Agreement.** The parties acknowledge that this Agreement is a full and final accord and satisfaction and shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, agents, representatives, successors, and assigns.

10. **Complete Agreement.** This Agreement constitutes a single, integrated, written contract expressing the entire understanding and agreement between the parties, and the terms of the Agreement are contractual and not merely recitals. No other agreement, written or oral, expressed or implied, exists between the parties with respect to the subject matter of this Agreement, and the parties declare and represent that no promise, inducement or other agreement not expressly contained in this Agreement has been made conferring any benefit upon them.

11. **Counterparts and Facsimile Signatures.** This Agreement may be executed in any number of counterparts and with facsimile signatures, and all such counterparts shall be construed together and constitute a single form of this Agreement.

12. **Headings and Captions.** The headings and captions inserted into this Agreement are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth below.

City of Clermont

By: _____

Its: _____

Utilities, Inc. of Florida

By: _____

Its: _____

AGREEMENT
BETWEEN THE CITY OF CLERMONT AND UTILITIES, INC. of FLORIDA
FOR METER-READING SERVICES

THIS AGREEMENT is made and entered into by and between the City of Clermont, (hereinafter “City”) and Utilities, Inc. of Florida, a Florida corporation (hereinafter, “Utility”).

RECITALS

WHEREAS, the City provides sanitary sewer-only service for certain customers that receive water service from Utility; and

WHEREAS, City and Utility agree that in the interest of efficiency and accuracy, it is in the best interests of each party’s respective customers that the parties enter into this agreement to consolidate meter reading activities; and

WHEREAS, City and Utility desire to enter into this agreement whereby Utility shall provide water usage information to City for City’s use in calculating the cost to charge customers for sanitary sewer services as identified in this agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, promises and mutual covenants contained herein, the parties hereto agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein.
2. **Scope of Services.** Utility shall provide meter reading services as more particularly described in Exhibit “A” attached hereto and incorporated herein.
3. **Customers.** Utility shall provide the services described herein for the customer street addresses listed in Exhibit ‘A” attached hereto and incorporated herein. City shall have the right to submit additional customer addresses, provided they are located within Utility’s service area boundary, at any time during the term of this agreement and upon thirty (30) days prior written notice, whereupon Utility shall provide the described services for each additional customer address.
4. **Compensation.** City agrees to pay Utility to perform the agreed-upon services in the amount as

set forth in Exhibit “B” attached hereto and incorporated herein. The parties do further agree:

- a. As a condition precedent to receiving payment, Utility shall provide to City an invoice.
 - b. City shall pay all invoices as set forth in Exhibit “A” within thirty (30) days of receipt from Utility. In the event that City disputes any invoice submitted, it shall advise Utility in writing and shall pay such invoice subject to subsequent resolution of the dispute. Neither the City's reviewer acceptance of, nor payment for, any services provided hereunder shall be construed as a waiver of any rights under this Agreement.
 - c. Utility agrees to assign competent individuals to perform the assigned responsibilities and duties timely, reliably, to the best of their ability, and in the best interest of Utility and City during the term of this Agreement. City may request Utility to reread specific meters. In the event that the request to reread meters is shown by City to be due to Utility's error, omission or negligence, City will not be obligated to pay for the re-performing of the services. Otherwise, Utility will be entitled to additional compensation as identified in Exhibit “B” of the Agreement.
5. **Authorization to Provide Services.** Utility shall be authorized to provide meter reading services as set forth above upon execution of the Agreement by both parties. Thereafter, Utility shall perform the services contemplated herein until the Agreement is terminated as described herein.
6. **Term.** This Agreement shall take effect when executed by both parties and shall continue, until such time as the agreement is terminated as provided in Section 7 below.

7. **Termination.**

a. The non-breaching party upon breach of the terms and conditions contained herein may terminate this Agreement upon written notice to the other party.

b. Either party shall have the right to terminate the agreement, for any reason, upon one-hundred eighty (180) days prior written notice to the non-terminating party. In the event of termination pursuant to this section 7b, Utility shall be compensated in accordance with the services completed as of the date of the termination and as set forth in the Scope of Services. However, Utility may not terminate this Agreement during the first five (5) years, except for City's breach.

8. **Responsibilities of Utility.** In addition to all other responsibilities provided herein, Utility expressly understands and agrees that, through the below-referenced assigned personnel in section 10, it shall perform all of the services required in the Scope of Services, and further agrees as follows:

a. Utility may retain subcontractors to provide any of the services contemplated herein. Said subcontractors shall be used at the sole expense of Utility, under the direct supervision of Utility and with the prior written approval of City.

b. City expressly acknowledges that the meter reading records acquired or created by Utility in connection with the services provided hereunder shall remain at all times the property of Utility; however, Utility shall preserve and maintain said records in accordance with its records retention policy and shall promptly provide copies of said meter reading records (to the extent they have been retained under Utility's record retention policy) to City upon termination of this Agreement.

9. **Authorized Representative of the City.** During the term of this Agreement, the City's representative authorized to act on behalf of the City, as provided by law, with respect to this Agreement shall be the City Manager.

10. **Warranty/Limitation of Liability.** Utility warrants to City that services performed under this Agreement will: (a) be performed in a professional and workmanlike manner in accordance with applicable commercial standards; and (b) comply with any applicable law, rule, or regulation. THE FOREGOING WARRANTY IS UTILITY'S SOLE AND EXCLUSIVE WARRANTY TO CITY. ANY CLAIM BY CITY UNDER THE FOREGOING WARRANTY MUST BE MADE WITHIN SIX (6) MONTHS AFTER PROVISION OF THE SERVICES TO WHICH THE CLAIM RELATES, AND CITY AGREES THAT ALL OTHER CLAIMS ARE HEREBY WAIVED. THE MAXIMUM LIABILITY OF UTILITY, ITS DIRECTORS AND OFFICERS TO CITY FOR DAMAGES FOR ANY AND ALL CAUSES WHATSOEVER, AND CITY'S MAXIMUM, SOLE AND EXCLUSIVE REMEDY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE CONTRACT CHARGE PAID BY CITY TO UTILITY HEREUNDER FOR A TWO MONTH PERIOD IN WHICH THE SERVICES GIVING RISE TO ANY CLAIM WERE PERFORMED. IN NO EVENT SHALL UTILITY, ITS DIRECTORS AND OFFICERS BE LIABLE FOR ANY LOST PROFITS, BUSINESS INTERRUPTION OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO SERVICES PROVIDED UNDER THIS AGREEMENT, EVEN IF UTILITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

11. **Independent Contractor.** The parties agree that at all times and for all purposes within the scope of this Agreement, the relationship of Utility and City is that of an independent contractor.

12. **Force Majeure.** With regard to the performance hereunder, Utility shall not be deemed to be in default of this agreement, or have failed to comply with any term or conditions herein if, for

reasons beyond Utility's reasonable control (including, but not limited to, acts of God, natural disaster, labor unrest, war, declared or undeclared, the existence of injunctions or requirements for obtaining licenses, permits or other compliance with applicable laws, rules and regulations), such performance is not reasonably possible within such time periods, then the time for such performance shall be extended until removal of such reasons beyond Utility's reasonable control, provided that Utility commences such performance as soon as reasonably possible and diligently pursues such performance.

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

Utility: Utilities Inc. of Florida
200 Weathersfield Avenue
Altamonte Springs, FL 32714
Attn: President

Copy to: Utilities Inc. of Florida
c/o Utilities Inc.
2335 Sanders Road
Northbrook, IL 60062
Attn: General Counsel

City: Darren Gray, City Manager
City of Clermont
685 W. Montrose Street
Clermont, FL 34711

14. **General Provisions.**

a. Pre-suit Mediation. Prior to, and as a condition precedent to the commencement of any lawsuit or administrative proceeding to resolve any disputes arising out of this Agreement the parties agree that the dispute first shall be submitted to non-binding mediation for a minimum of eight hours before a business mediation organization approved by the parties. Such mediation shall be held at the City's offices at the address set forth above. The parties shall bear the costs of the mediation equally.

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

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

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

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

f. Assignment. This Agreement is personal to the parties hereto and may not be assigned by either party, in whole or in part, without the prior written consent of the other party; provided, however, that such consent shall not be required for any transaction involving the sale of all of Utility or its assets or an affiliate transaction.

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

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

i. Records. Utility expressly understands and acknowledges that the meter reading records related to the services provided herein may be considered records that are subject to examination and production in accordance with Florida's Public Records Law. In accordance therewith, Utility agrees to act as follows:

1. Keep and maintain, in a manner consistent with Utility's record retention policy, said meter readings that ordinarily and necessarily would be required by the City in order to perform the services contemplated herein.

2. Provide the City with access to respond to public records requests for said meter reading records.

3. Cooperate as needed with the City to ensure that any meter reading records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

4. Transfer, at no cost, to the City all said meter reading records in possession of the Utility upon termination of the contract. All records stored electronically must be provided to the City in

the format utilized by the Utility.

5. If Utility has questions regarding the application of Chapter 119, *Florida Statutes*, to the Utility's duty to provide public records relating to this Agreement, Utility shall contact the City's Custodian of Public Records at the City Clerk's Office (352) 241-7331.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for the purposes herein expressed on the date first above written.

Attest:

City of Clermont, Florida

BY: _____
Tracy Ackroyd, City Clerk

BY: _____
Darren Gray, City Manager
Date: _____

Attest:

Utilities Inc. of Florida

BY: _____
Patrick C. Flynn, Vice President

BY: _____
John P. Hoy, President
Date: _____

Exhibit A

Mutual Customers

City of Clermont and Utilities, Inc. of Florida

Customers:

Once per month, Utilities Inc. of Florida (Utility) shall provide a Report to the City of Clermont (City) containing the water meter readings taken by Utility during Utility's preceding monthly billing cycle from those meters located in the subdivisions listed below that also serve sewer-only customers of City (Mutual Customers).

It is understood and agreed that additional Mutual Customers may be added or removed from the Report on a monthly basis. New and terminated Mutual Customers will be clearly identified using a mutually agreed format.

The Report will also include any changes in contact information associated with each affected account.

Subdivisions:

The following list of subdivisions reflects those that contain Mutual Customers of Utility and City as of the date of execution of the Agreement.

1. Legends
2. Spring Valley
3. Bent Tree
4. Timberlane
5. Overlook
6. Foxchase
7. Hammock Pointe
8. Hammock Reserve
9. Summit Ridge

The monthly Report will include customers in the above listed subdivisions as well as all other commercial, multi-family, and single family accounts that are mutually served by Utility and City.

As subdivisions are developed that receive water service from Utility and sewer service from City, those future customers will be added to the monthly report, along with any non-subdivision customers, once service is established.

Exhibit B

City of Clermont and Utilities, Inc. of Florida Scope of Services Compensation Schedule

Scope of Services:

Utilities Inc. of Florida (Utility) shall provide to the City of Clermont (City) the water meter readings taken from each of the customer addresses listed in Exhibit “A”, or as may be included in this agreement in the future.

Utility shall provide the meter reading and account information in a format and by a delivery means as agreed to by the parties. The consumption information shall be provided to City by Utility on or before the 20th day of the month and shall include all information for the immediate prior month. If the 20th falls on a weekend, or holiday, the information shall be delivered the previous business day.

The electronic file will be sent monthly, by the above date, to the following email address: ubsewerpts@clermontfl.org

Compensation Schedule:

City shall pay Utility for the timely provision of the meter readings as follows:

\$0.75 per meter per month.

City shall pay Utility for any rereads requested by City that are not due to Utility’s errors or omissions as follows:

\$0.75 per reread.

Invoices shall clearly identify the total number of accounts read and the reading date(s) and be sent to:

City of Clermont – Environmental Services
3335 Hancock Road
Clermont, FL 34711

Limitation on Compensation:

Notwithstanding anything in this Exhibit to the contrary, Utility shall provide the meter readings to the City at no cost for a period of five (5) years.

EXHIBIT C

Utilities, Inc. of Florida / City of Clermont Billed Reads List

BILL_ID	BILL_DT	ACCT_ID	PREM_ID		PREM_TYPE_CD	MR_CYC_CD	NAME	PREM_ADDRESS	EST_SW	START_READ_DTTM	START_REG_READING	END_READ_DTTM	END_REG_READING

EXHIBIT C

Utilities, Inc. of Florida / City of Clermont New Accounts List

ACCT_ID	PREM_ID		MR_CYC_CD	CIS_DIVISION	GEO_VAL	START_DT	END_DT	BILL_ADDR_SRCE_FLG	ENTITY_NAME	MAILING_ADDRESS_1	MAILING_ADDRESS_2	MAILING_ADD_3

EXHIBIT C

Utilities, Inc. of Florida / City of Clermont New Accounts List

MAILING_ADD_4	MAILING_CITY	MAILING_STATE	MAILING_ZIPCODE	PREM_ADDRESS_1	PREM_ADDRESS_2	PREM_ADDRESS_3	PREM_ADDRESS_4	PREM_CITY	PREM_STATE	PREM_ZIPCODE

EXHIBIT C

Utilities, Inc. of Florida / City of Clermont Stopped Accounts List

ACCT_ID	PREM_ID		MR_CYC_CD	CIS_DIVISION	GEO_VAL	START_DT	END_DT	BILL_ADDR_SRCE_FLG	ENTITY_NAME	MAILING_ADDRESS_1	MAILING_ADDRESS_2	MAILING_ADD_3

EXHIBIT C

Utilities, Inc. of Florida / City of Clermont Stopped Accounts List

MAILING_ADD_4	MAILING_CITY	MAILING_STATE	MAILING_ZIPCODE	PREM_ADDRESS_1	PREM_ADDRESS_2	PREM_ADDRESS_3	PREM_ADD_4	PREM_CITY	PREM_STATE	PREM_ZIPCODE

EXHIBIT C

Premise Id	Address	Badge Number	Meter Size	Manufacturer	Configuration	UOM	Reg Const	Nbr Digits Left	Install Date



CITY OF CLERMONT
RESOLUTION NO. 2018-36R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, OPPOSING THE EDMUND KIRBY SMITH STATUE COMING TO THE LAKE COUNTY HISTORICAL MUSEUM; AND TRANSMITTING RESOLUTION TO THE AD-HOC COMMITTEE OF THE FLORIDA HISTORICAL COMMISSION AND FLORIDA COUNCIL ON ARTS AND CULTURE – STATUE LOCATION SELECTION COMMITTEE, BOARD OF LAKE COUNTY COMMISSIONERS AND THE LAKE COUNTY HISTORICAL MUSEUM.

WHEREAS, an Ad-Hoc Committee of the Florida Historical Commission and Florida Council on Arts and Culture – statue location section committee voted to relocate a statue of Edmund Kirby Smith from National Statuary Hall Collection in Washington, D.C. to the Lake County Historical Museum, located in Tavares, Florida; and

WHEREAS, one of the criteria used in the relocation decision was to place the statue in a site where Edmund Kirby Smith’s contributions had historical significance in relation to the subject; and

WHEREAS, the Lake County Historical Museum offers an exciting and informative view of Lake County History; and

WHEREAS, Lake County was not a political subdivision of the State of Florida until 1887; and

WHEREAS, Edmund Kirby Smith has no connection to Lake County or the City of Clermont.

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

SECTION 1.

That the City Council of the City of Clermont opposes the relocation of the Edmund Kirby Smith statue to Lake County, Florida.

SECTION 2.

That the Mayor and City Clerk are hereby authorized to execute this Resolution and transmit such view to the Ad-Hoc Committee of the Florida Historical Commission and Florida Council on Arts and Culture – Statue Relocation Selection Committee, the Board of Lake County Commissioners and the Lake County Historical Museum.

SECTION 3.

This Resolution shall be effective upon adoption.



CITY OF CLERMONT
RESOLUTION NO. 2018-36R

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida this 11th day of September, 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

Page 1 of 1

Meeting Date		
Tuesday, September 11, 2018		
Agenda Item Name		
Grant Agreement		
Requested Action		
Recommend approval of Florida Small Community Energy Efficient Lighting Grant Program Agreement in the amount of \$250,000 for the Hancock Park Lighting Retrofit with a match of \$63,846.		
Staff Report		
Several years ago, the City was able to upgrade the lighting at one of the soccer fields to new green sports lighting technology from Musco Lighting. However, funding was only available for upgrades to the one field at that time. The availability of federal funds to assist the City in implementing modern technology in all its sports lighting is critical in furthering the goal of going "green" while still maintaining performance and safety. The City would not be able to complete any immediate upgrades without help from grant funding. The primary goal of the project is to replace inefficient equipment with modern technology to reduce energy consumption. Building off this primary goal several objectives will be realized with the completion of the project. These include: - Reduced energy costs - Enhancement of environment from reduction in carbon emissions - Reduction in maintenance requirements and associated costs - Improvement of light levels for user's safety and enjoyment - Provide greatest impact to large number of people with demonstration of modern technology The proposed project consists of the retrofitting of the existing lighting at the west soccer field, 2 tennis courts and softball fields located within Hancock Park. The effort will replace the existing 1500 kW metal halide luminaries with Musco SportsCluster System with Total Light Control – TLC for LED™ technology at the facilities. 58 LED luminaries will be installed at the fields and courts. The total cost for the project is \$314,856. These costs include the retrofitting of the lights with new wiring, harnesses and a smart control on/off system. The total project costs also include project management and grant reporting. The City will provide a cash local share of \$64,846. Staff recommends approval of Florida Small Community Energy Efficient Lighting Grant Program Agreement in the amount of \$250,000 for the Hancock Park Lighting Retrofit with a match of \$63,846.		
Additional Analysis		
Fiscal Impact Summary		
The grant of \$250,000 and city matching amount of \$63,846 will be included in the FY 2019 Budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)		
1.	SMALL COMMUNITY LIGHTING - HANCOCK	SMALL COMMUNITY LIGHTING - HANCOCK.pdf



ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Administration

FDACS CONTRACT #

**FEDERAL FINANCIAL ASSISTANCE
SUBRECIPIENT AGREEMENT**

025328

This Federal Financial Assistance Subrecipient Agreement ("AGREEMENT") made and entered into this _____ day of _____, 20____ by and between the FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, ("RECIPIENT"), and City of Clermont, ("SUBRECIPIENT"). The SUBRECIPIENT'S application package for federal financial assistance, dated February 27 2018 ("APPLICATION") is incorporated by reference. The SUBRECIPIENT shall perform the Scope of Work contained in Attachment A of the agreement.

The Department of Management Services' designated United Nations Standard Products and Services Code (UNSPSC) is:83101902_(Energy Use Reduction Measures)_____

A. SUBAWARD AMOUNT

1. The total award amount for satisfactorily completing the Scope of Work is \$250,000.00. In no event shall the RECIPIENT be liable for payment of any amount, which exceeds the total award amount.

B. EFFECTIVE DATE/TERM

1. The effective date of this AGREEMENT shall commence on execution and, unless sooner terminated or canceled, shall end on the 15th day of August of 2020. All installation work must be completed by July 31, 2019. ("Term").
2. No-cost extensions require the prior written approval of the RECIPIENT and must be submitted not less than sixty (60) days prior to the end of the Term. Extension requests, which exceed the federal agency award period, will not be granted.

C. UNIVERSAL IDENTIFIER AND SYSTEM OF AWARD MANAGEMENT

1. The SUBRECIPIENT shall comply with 2 CFR, Part 25, "Financial Assistance Use of Universal Identifier and System of Award Management" (SAM). The SUBRECIPIENT must register and maintain a registration in SAM until submittal of the final financial report. A data universal numbering system (DUNS) number is required for registration in SAM.
2. Compliance with 2 CFR, Part 25 is not required for individuals.

D. FINANCIAL AND PROGRAM MANAGEMENT

1. Statutory and National Policy Requirements

- a. All expenditures of federal financial assistance under the AGREEMENT shall be in compliance with all applicable laws, rules and regulations applicable to expenditures of federal funds.
- b. The SUBRECIPIENT shall implement applicable National Policy Requirements.

2. Deliverables

- a. The SUBRECIPIENT must provide quantifiable, measureable and verifiable units of Deliverables (Deliverables) which must be received and accepted in writing by the RECIPIENT before payment. Deliverables must be directly related to the Scope of Work; specify minimum levels of service to be performed; and contain criteria for evaluating the successful completion of each Deliverable. The Deliverables are set forth in the Scope of Work contained in Attachment A, Scope of Work.

3. Financial Management

- a. The SUBRECIPIENT shall maintain an accounting system and a set of accounting records, which allow for the identification of revenues and expenditures related to this AGREEMENT.
- b. The SUBRECIPIENT shall comply with 2 CFR, Part 200 and adhere to the accounting principles and procedures required therein, use adequate internal controls and maintain necessary source documentation for all costs incurred.

4. Reimbursement Requests

- a. The allowability of costs shall be in accordance with the federal financial assistance cost principles applicable to the SUBRECIPIENT and terms of this AGREEMENT.
- b. The SUBRECIPIENT shall submit the payment request packet to the RECIPIENT's grant manager not more often than monthly, but not less often than quarterly. To be eligible for reimbursement, costs shall be allowable, necessary and reasonable, and must be submitted by budget category consistent with the budget plan outlined in the Attachment A, Scope of Work.

- c. All reimbursement requests must be submitted using the RECIPIENT's standard payment request packet and provide supporting documentation for each cost. An authorized SUBRECIPIENT representative shall sign the certifications on the payment request packet submitted.
- d. The payment request packet is downloadable from <http://forms.freshfromflorida.com/02019.pdf>.
- e. A SUBRECIPIENT whose federal financial assistance grant provides an online reimbursement system for reporting reimbursement details shall use the online reimbursement system instead of the payment request packet.
- f. Bills for any authorized travel expenses shall be submitted and paid in accordance with the rates specified in Section 112.061, Florida Statutes, governing payments by the State for travel expenses. Any travel expenses must be specified in the Budget Plan and Scope of Work.

5. Payment of Reimbursement Requests

- a. Payment for allowable, necessary and reasonable costs shall be made within thirty (30) days after acceptance by the RECIPIENT. Payment request packets returned to the SUBRECIPIENT due to omissions or preparation errors will result in a payment delay.
- b. Payment requests for a percentage of work completed on each task deliverable are allowed.
- c. Payment is contingent upon the availability of funding from the federal agency and SUBRECIPIENT'S compliance with the terms and conditions of this AGREEMENT.
- d. The final payment under this AGREEMENT shall be made upon completion of the Scope of Work including all deliverables and the receipt and approval of all reports required hereunder.
- e. Disallowance or adjustments due to audit findings may require the SUBRECIPIENT to return funds to the RECIPIENT. The SUBRECIPIENT is solely responsible for reimbursing the RECIPIENT for amounts incorrectly paid to the SUBRECIPIENT.

6. Program Income

- a. "Program income includes but is not limited to income from fees for services performed, the use or rental of real or personal property acquired under federal awards, the sale of

commodities or items fabricated under a federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with federal award funds". 2 CFR, 200.80

- b. The SUBRECIPIENT must report to the RECIPIENT any program income received or anticipated from the activities performed under this AGREEMENT.

7. Revision of Budget Plan

- a. The Budget Plan contained in the SUBRECIPIENT APPLICATION and Attachment A, Scope of Work lists costs and budget categories to fund the SUBRECIPIENT'S performance of the Scope of Work, including the completion of Deliverables.
- b. SUBRECIPIENT is required to report any transfers from one approved budget category to another approved budget category. If the cumulative budget transfers meet or exceed ten percent (10%), prior approval, evidenced by contract amendment, is required.
- c. Prior approval, evidenced by contract amendment, is required for:
 - (1) any transfers from an approved budget category to an unapproved budget category. An unapproved budget category is defined as having no funds allocated in the original Budget Plan.
 - (2) any equipment purchases not noted in the original Budget Plan and/or Scope of Work.
 - (3) any subawarding or contracting out of any work not noted in the original Budget Plan and/or Scope of Work.

8. Revision of Scope of Work

- a. The SUBRECIPIENT shall report any changes to the Scope of Work including but not limited to changes in the objectives, changes in key personnel, reduction of work effort by key personnel and delays in completion of the work.

9. Acknowledgements

- a. The SUBRECIPIENT shall have an acknowledgement of the United States Department of Energysupport placed on any publication written or published or audiovisual produced with grant support and, if feasible, on any publication reporting the results of, or describing, a grant-supported activity, or

audiovisuals produced with grant support. This requirement does not apply to audiovisuals produced as research instruments or for documenting experimentations or findings and not intended for presentation or distribution to the public.

- b. Publication means a published book, periodical, pamphlet, brochure, flier, or similar item.
- c. Audiovisual means a product containing visual imagery or sound or both.
- d. The SUBRECIPIENT acknowledgement must contain a disclaimer that says: "Any opinions, findings, conclusions, or recommendations expressed in this publication or audiovisual are those of the author(s) and do not necessarily reflect the view of the United States Department of Energy".
- e. Language shall read:

The work upon which this (insert publication or audiovisual or both) is based was funded, in whole or in part through a subrecipient grant awarded by the United States Department of Energy through the Florida Department of Agriculture and Consumer Services. The contents do not necessarily reflect the views or policies of the United States Department of Energy nor does mention of trade names, commercial productions, services or organization imply endorsement by the U.S. Government.

E. PROPERTY STANDARDS

1. Equipment and Real Property

- a. Equipment must be used in the project for which the federal funds are derived.
- b. The federal agency has a vested interest in equipment and/or real property which, when purchased, exceeds \$5,000 in value. If a title is issued for the equipment and/or real property, the federal agency must be listed on the title.
- c. The SUBRECIPIENT must maintain property records, which include, but are not limited to, the description, serial number or other identification number, acquisition date, cost, location, percentage of federal participation in the cost of the property, use and condition of the property. When the property is disposed of, the property records must be updated with the date of disposal and sale price of the property.

- d. A physical inventory is required at least once every two years.
- e. If the equipment and/or real property are to be sold or used as a trade-in, approval of the RECIPIENT is required.
- f. At the end of the award period, the SUBRECIPIENT is required to request from the RECIPIENT disposal instructions and is required to notify the RECIPIENT of the fair market value of the equipment and/or real property.

2. Insurance Coverage

- a. The SUBRECIPIENT will carry sufficient insurance coverage to protect all assets required under the AGREEMENT from loss due to theft, fraud and/or undue physical damage. SUBRECIPIENT shall carry insurance on its own assets in commercially reasonable amounts and all statutorily required insurance, including without limitation Workers' Compensation insurance.

3. Intellectual Property

- a. Anything by whatsoever designation it may be known, that is produced by, or developed in connection with this AGREEMENT shall become the exclusive property of the RECIPIENT and may be copyrighted, patented or otherwise restricted as provided by Florida or federal law. Neither the SUBRECIPIENT nor any individual employed under this AGREEMENT shall have any proprietary interest in such property.
- b. With respect to each Deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the RECIPIENT.
- c. In the event it is determined as a matter of law that any such work is not a "work for hire," SUBRECIPIENT shall immediately assign to the RECIPIENT all copyrights subsisting therein for the consideration set forth in the AGREEMENT and with no additional compensation.
- d. The foregoing shall not apply to any preexisting software, or other work of authorship used by SUBRECIPIENT to create a Deliverable but which exists as work independent of the Deliverable, unless the preexisting software or work was developed by SUBRECIPIENT pursuant to a previous AGREEMENT with the RECIPIENT or by a purchase by the RECIPIENT under a state term contract.

F. MATCHING OR COST SHARE (IF APPLICABLE)

1. The matching or cost share portion must be tracked using a unique identifier in the SUBRECIPIENT accounting system.
2. If the matching or cost share portion is not met, the RECIPIENT may disallow costs paid with federal funds in proportion to the reduction in the matching or cost share amount.
3. The matching or cost share portion must be incurred in direct proportion to the amount of federal funds used.
4. The matching or cost share portion must be reported based upon the Budget Plan submitted with the APPLICATION and Attachment A, Scope of Work.
5. Records for in-kind contributions, which are based upon volunteer hours, must have timesheets or a sign in/sign out log and must explicitly state the method for valuation of the hours. The value must be reasonable.
6. Records for in-kind contributions, which are based upon goods or services provided, must have an invoice, if available, or must explicitly state the method for the valuation. The value must be reasonable.
7. In-kind contributions must be provided by a third party during the period for which they are being claimed.
8. The matching or cost share portion must not be counted towards other cost sharing requirements. Neither costs nor values of third party in-kind contributions may count if they have been used towards other cost sharing requirements.

G. GENERAL PROCUREMENT STANDARDS

1. The SUBRECIPIENT will follow the same policies and procedures it uses for procurements from other funding sources.
2. The SUBRECIPIENT must have documented procurement procedures.
3. The SUBRECIPIENT must have written policies on standards of conduct covering conflicts of interest. No employee, officer, or agency may participate in the selection, award or administration of a contract supported by federal funds if he or she has a real or apparent conflict of interest.

H. PERFORMANCE MONITORING AND REPORTING

1. The SUBRECIPIENT shall submit detailed quarterly reports using the format and content shown on the RECIPIENT's performance progress report. The performance progress report is downloadable from <http://forms.freshfromflorida.com/02018.pdf>.
2. In the event the AGREEMENT is terminated, the SUBRECIPIENT shall furnish a report detailing progress made under this AGREEMENT through the date of termination within twenty (20) days of termination.
3. The SUBRECIPIENT shall cooperate in all on-site reviews from the RECIPIENT, its authorized representatives or federal government personnel.
4. The review personnel will be given full and complete access during normal business hours to all information related to the performance of this AGREEMENT to ensure compliance with project activities and statutes, regulations and rules.
5. The RECIPIENT will give 48 hours of notice of any on site review.
6. The SUBRECIPIENT shall make available all personnel involved in the performance of work on this AGREEMENT.
7. Failure to correct substandard performance within thirty (30) days after written notice from the RECIPIENT shall result in suspension and/or termination of the AGREEMENT.

I. RECORD RETENTION AND ACCESS

1. Retention Requirements for Records

- a. Upon reasonable notice, the RECIPIENT shall have access to the SUBRECIPIENT'S records during normal business hours.
- b. The SUBRECIPIENT shall maintain all records pertinent to the activities to be funded under this AGREEMENT for a period of five (5) years after final payment is received and for such additional period as may be required until all claims, litigation and appeals pertaining or related to the AGREEMENT have been completely resolved.

2. Public Access to Records

- a. The SUBRECIPIENT shall comply with all applicable requirements of Chapter 119, Florida Statutes.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENTS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

OFFICE OF GENERAL COUNSEL
407 SOUTH CALHOUN STREET, SUITE 520
TALLAHASSEE, FL 32399
PHONE: (850) 245-1000
EMAIL: PRCUSTODIAN@FRESHFROMFLORIDA.COM

J. REMEDIES FOR NONCOMPLIANCE

1. Prior to the exercise of any remedy provided for herein, the RECIPIENT shall provide thirty (30) calendar days written notice of default and shall provide the SUBRECIPIENT the opportunity to cure such failure or default within said thirty (30) day period. Upon the failure or inability to cure, the RECIPIENT shall have all rights and remedies provided at law or in equity, including without limitation the following:

- a. Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT.
- b. Disallow all or part of the cost of the services not in compliance.
- c. Wholly or partly suspend or terminate this AGREEMENT.

2. Termination

- a. The RECIPIENT may suspend or terminate this AGREEMENT if the SUBRECIPIENT:
 - (1) Fails to comply with any applicable rules, regulations or provisions referred to herein, or any other applicable state or federal statutes, rules, regulations, executive orders, federal guidelines, policies or directives;
 - (2) Fails, to timely fulfill its obligations under the AGREEMENT;
 - (3) Improperly or illegally uses funds provided under this AGREEMENT; or
 - (4) Submits reports that are incorrect in any material respect.

- b. This AGREEMENT may be terminated for convenience by either party upon giving not less than thirty (30) days advance written notice to the other party. SUBRECIPIENT shall be paid for all work satisfactorily performed prior to the date of termination provided SUBRECIPIENT has otherwise complied with the terms of this AGREEMENT, including the submission of all reports.

K. CLOSE OUT

- 1. Notwithstanding the termination or expiration of this AGREEMENT, the SUBRECIPIENT'S obligations to the RECIPIENT shall survive until all close out requirements are completed. Close out activities shall include but are not limited to: completing and submitting final reports, properly disposing of property, accounting for unspent cash advances and program income and transferring custodianship of records to RECIPIENT or its designee.
- 2. Post-close Out Adjustments
 - a. Any funds paid in excess of the amount to which the SUBRECIPIENT is entitled under the AGREEMENT must be refunded to the RECIPIENT within thirty (30) days after demand therefore by RECIPIENT.

L. AUDIT REQUIREMENTS

1. Audit Provisions

- a. If the SUBRECIPIENT is a state or local government or a nonprofit organization, the audit provisions as defined in 2 CFR, Part 200 Subpart F are applicable.
- b. If the SUBRECIPIENT is a commercial organization (For-Profit), the organization will provide the RECIPIENT with its annual audited financial statement or the annual tax return provided to the Internal Revenue Service.
- c. Audit provisions are not required for a SUBRECIPIENT who is an individual.
- d. In the event that the SUBRECIPIENT expends \$750,000 or more in federal awards in its fiscal year, the SUBRECIPIENT must have a single or program-specific audit conducted in accordance with the 2 CFR, Part 200 Subpart F.
- e. If the SUBRECIPIENT expends less than \$750,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR, Part 200 Subpart F is not

required. Records must be available for audit or review if necessary.

- f. If the SUBRECIPIENT expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted, the cost of the audit must be paid from non-federal resources.

2. Basis for Determining Federal Awards Expended

- a. In determining the federal awards expended in its fiscal year, the SUBRECIPIENT shall consider all sources of federal awards, including federal resources received from the RECIPIENT.
- b. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR, Part 200 Subpart F.

3. Relation to Other Audit Requirements

- a. If the SUBRECIPIENT has an audit conducted in relationship to any other federal regulation or statute, the RECIPIENT may determine upon review if the audit reports meet the needs of the RECIPIENT. If so, an additional audit will not be required.
- b. An audit of the SUBRECIPIENT conducted by the Auditor General in accordance with provisions of 2 CFR, Part 200 Subpart F will meet these requirements.
- c. These provisions do not limit the authority of the federal agency, Inspector General, General Accounting Office (GAO) or RECIPIENT to conduct or arrange for the conduct of audits or evaluations of federal financial assistance awards.

4. Frequency of Audits

- a. Audits shall be performed annually to meet this requirement.

5. Sanctions

- a. If the SUBRECIPIENT is unwilling or has a continued inability to have an audit conducted, the provisions for noncompliance will be enforced.

6. Subrecipient Responsibilities

- a. The SUBRECIPIENT shall arrange for the audit to be conducted in a timely manner and submitted as required in 2 CFR, 200.512.

- b. The SUBRECIPIENT shall prepare the financial statements in accordance with 2 CFR, 200.510.
- c. The SUBRECIPIENT shall promptly follow up and take corrective action on audit findings.
- d. The SUBRECIPIENT will provide the auditor with access to records, personnel, documentation and other information as needed by the auditor.

7. Audit Findings Follow-up

- a. At the completion of the audit, the SUBRECIPIENT must prepare, in a document separate from the auditor's findings a corrective action plan to address each audit finding included in the current year auditor's reports.
- b. The corrective action plan must provide the name(s) of the contact person(s) responsible for corrective action, the corrective action planned and the anticipated completion date.
- c. If the SUBRECIPIENT does not agree with the audit findings or believes corrective action is not required, then the corrective action plan must include an explanation and specific reasons.
- d. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within thirty (30) days after receipt by the SUBRECIPIENT.
- e. Failure of the SUBRECIPIENT to comply with the above requirement will constitute a violation of this AGREEMENT and may result in the withholding of future payments.

8. Report Submission

- a. The audit must be completed and the data collection form and reporting package must be submitted within the earlier of thirty (30) calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or Federal holiday, the reporting package is due the next business day.
- b. The SUBRECIPIENT must submit required data elements described in Appendix X to 2 CFR, Part 200 - Data Collection Form (SF-SAC), which states whether the audit was completed in accordance with this part and provide information about the

SUBRECIPIENT, its federal programs and the results of the audit.

- c. A senior representative of the SUBRECIPIENT must sign a statement to be included as part of the data collection that the SUBRECIPIENT has complied with the audit requirements, the data was prepared in accordance with 2 CFR, 200.512, the reporting package does not include protected personally identifiable information, the information is accurate and complete and the reporting package and form will be publicly available on the web.
- d. The SUBRECIPIENT shall also submit to the RECIPIENT's Grant Manager one copy of the audit report, reporting package, any management letter issued by the auditor and data collection form described in Appendix X to 2 CFR, Part 200.
- e. The SUBRECIPIENT is required to use the internet submission form on the Federal Audit Clearinghouse (FAC) website. The FAC website is located at <http://harvester.census.gov/fac/>.
- f. The SUBRECIPIENT shall ensure that audit working papers are made available to the RECIPIENT, or its designee, Chief Financial Officer or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the RECIPIENT.

M. GENERAL CONDITIONS

- 1. Nothing contained in the AGREEMENT is intended to, or will be construed in any manner, as creating or establishing the relationship of principal and agent or employer and employee between the parties. The SUBRECIPIENT will at all times remain an independent contractor with respect to the services to be performed under the AGREEMENT.
- 2. Any changes to the AGREEMENT require the written approval of each party's authorized official.
- 3. The RECIPIENT shall have the right of unilateral cancellation for refusal by the SUBRECIPIENT to allow public access to all documents, papers, letters or other material made or received by the SUBRECIPIENT in conjunction with the AGREEMENT, unless the records are confidential or exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), Florida Statutes.
- 4. The SUBRECIPIENT is informed that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid

on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a SUBRECIPIENT, 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, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

5. The CONTRACTOR shall not discriminate on the basis of race, sex, religion, color, national origin age or disability and shall comply with all applicable state and federal laws and regulations related thereto, including without limitation, the Americans with Disabilities Act (42 USC 12101 et. Seq.); Section 504 of the Rehabilitation Act of 1973 (29 USC 795); and the Age Discrimination Act of 1975 (42 USC 6101-6107).
6. The SUBRECIPIENT is informed that the employment of unauthorized aliens by any SUBRECIPIENT is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the SUBRECIPIENT knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the AGREEMENT.
7. The SUBRECIPIENT is informed that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a SUBRECIPIENT, supplier, subcontractor, or consultant under contract with any public entity and may not transact business with any public entity.
8. This AGREEMENT is contingent upon the availability of funding from the federal agency. The AGREEMENT may be terminated if funding from the federal agency is reduced or terminated.
9. The SUBRECIPIENT certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal

department or agency; and, that the SUBRECIPIENT shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.

10. Any work or services subcontracted by the SUBRECIPIENT shall be specifically by written contract or agreement, and such subcontracts shall be subject to each provision of this AGREEMENT and applicable Federal, State or County guidelines and regulations. Prior to execution by the SUBRECIPIENT of any subcontract hereunder, the SUBRECIPIENT must submit such subcontracts to the RECIPIENT for its review and approval.
11. The SUBRECIPIENT will, to the extent permitted by law, hold harmless, defend and indemnify the RECIPIENT from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the SUBRECIPIENT's performance or nonperformance of the services or subject matter called for in this AGREEMENT. Nothing herein contained shall be construed or operate as a waiver of sovereign immunity to the extent sovereign immunity may otherwise apply.
12. The SUBRECIPIENT will comply with section 20.055, Florida Statutes.

This AGREEMENT may be amended at any time provided that such amendments make specific reference to this AGREEMENT and are executed in writing and signed by a duly authorized representative of each party.

In the event that two or more documents combine to form this AGREEMENT, and in the event that there is any contradictory or conflicting clause or requirement in these documents, the provisions of the document(s) prepared by the RECIPIENT shall be controlling.

This AGREEMENT shall be controlled by Florida law, contrary or conflict of law provisions notwithstanding.

In the event that any clause or requirement of this AGREEMENT is contradictory to, or conflicts with the requirements of Florida law, the clause or requirement shall be without force and effect and the requirements of the Florida Statutes and rules promulgated thereunder on the same subject shall substitute for that clause or requirement and be binding on all parties hereto.

Special Conditions: See attachments

A - Scope of Work

B - Monthly/Quarterly Performance Progress Report (downloadable from www.FreshFromFlorida.com)

C - Exhibit 1

D - Certification Regrading Debarments, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Federally Funded Transactions

E - Final Report

F - Disclosure of Lobbying Activities

G - Property Reporting Form

H - Federal Funding Grantee, Sub-Grantee and Contractor Provisions

This AGREEMENT constitutes the entire AGREEMENT between the RECIPIENT and the SUBRECIPIENT for the use of the funds received under this AGREEMENT.

The Grant Manager for the RECIPIENT is Alexander Mack and is located at 600 South Calhoun Street, Tallahassee, Florida 32399-0001.

The Grant Manager for the SUBRECIPIENT is James Kinzler and is located at 685 W. Montrose Street, Clermont, Florida 34711-2199.

Federal resources awarded to the SUBRECIPIENT pursuant to this agreement are from (United States Department of Energy, federal Grant Number DE-EE000241 State Energy Program (SEP)) and Catalog of Federal Domestic Assistance (81.041), United States Department of Energy.

Signed by parties to this AGREEMENT:

FLORIDA DEPARTMENT OF AGRICULTURE SUBRECIPIENT
AND CONSUMER SERVICES



Signature

Signature

Director of Administration

Title

Title

Date

8/3/18

Date



ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Office of Energy

ATTACHMENT A
GRANT AGREEMENT NO. LG004
SCOPE OF WORK

A. PROJECT TITLE: Hancock Park Retrofit

B. PROJECT LOCATION: 3301 Hancock Road, Clermont, Florida 34711-2119

C. PROJECT BACKGROUND: This funding was allocated to the Florida Department of Agriculture and Consumer Services, Office of Energy from the U.S. Department of Energy (USDOE). The purpose of this grant program is to assist eligible small local government entities (local municipalities with a population of up to 50,000; and counties with an unincorporated population of up to 200,000) in reducing their total energy use, increase energy efficiency, reduce energy costs through the replacement of inefficient lighting with energy efficient lighting, and evaluate actual energy savings received as a result of the project. This competitive grant program is designed to provide funding to eligible local governments to make energy efficient upgrades to indoor or outdoor lighting in publicly accessible, community-oriented facilities, such as libraries, museums, parks, and community centers (examples given for illustrative purposes only). Energy savings must be tracked by the subrecipient for at least one year following completion of the project and reported to the department.

The City of Clermont is one of the fastest growing cities in central Florida and is strategically located just west of Orlando and north of Disney World. Clermont was founded in 1884 and incorporated in 1916. It has the amenities and assets that make it an attractive location for families, new business, educational endeavors, office development, and health-fitness opportunities. With over 14.8 square miles, Clermont offers everything for growing families too. Health, wellness, and fitness are all part of Clermont's culture. The City had a 2010 Census population of 28,742 but has grown over the last 7 years. The City has grown to 35,807 according to the 2017 UF population estimates. The community's growth is a result of its proximity to the metro Orlando area, affordable housing and family friendly lifestyle. The City has over 23 parks, a cultural center and dynamic downtown. As the makeup of the community has shifted more emphasis has been paid to ensuring that Clermont is seen as a destination for recreation for not only its residents but also on a national level.

The City's branding "Choice of Champions" refers to its international reputation as the training ground for elite athletes. The combination of pristine lakes, rolling hills and warm climate make it an ideal location to train for triathlons, track-and-field events, water sports and more. The City hosts several national events including the Great Clermont Triathlon, a World Triathlon Destination and the Spring Games, one of the largest collegiate softball tournaments in the county.

The 350 team Spring Games tournament is held at the grant project site, Hancock Park. Hancock Park is the most heavily used Park in the City. It has both recreational and travel soccer, softball, football, basketball and tennis. It hosts almost weekly softball tournaments. The 68-acre site is situated in a residential area and adjacent to a public middle school. The park does not encompass the entire site as the City's water facilities occupies the southern half. The park experiences the most use during dusk

and nighttime hours. It is critical for the City's athletic leagues and other events at the fields to be able to use the facilities well into the evening.

Several years ago, the City was able to upgrade the lighting at one of the soccer fields to new green sports lighting technology from Musco Lighting. However, funding was only available for upgrades to the one field at that time. The availability of federal funds to assist to the City in implementing modern technology in all its sports lighting is critical in furthering the goal of going "green" while still maintaining performance and safety. The City would not be able to complete any immediate upgrades without help from grant funding.

The primary goal of the project is to replace inefficient equipment with modern technology to reduce energy consumption. Building off this primary goal several objectives will be realized with the completion of the project. These include:

- Reduced energy costs
- Enhancement of environment from reduction in carbon emissions
- Reduction in maintenance requirements and associated costs
- Improvement of light levels for user's safety and enjoyment
- Provide greatest impact to large number of people with demonstration of modern technology

The proposed project consists of the retrofitting of the existing lighting at the west soccer field, 2 tennis courts and softball fields located within Hancock Park. The effort will replace the existing 1500 kW metal halide luminaries with Musco SportsCluster System with Total Light Control – TLC for LED™ technology at the facilities. 58 LED luminaries will be installed at the fields and courts. The total cost for the project is \$314,856. These costs include the retrofitting of the lights with new wiring, harnesses and a smart control on/off system. The total project costs also include project management and grant reporting. The City will provide a cash local share of \$64,846.

The decision to retrofit the facilities at Hancock Park were due in part to a recent assessment of the lighting system and potential energy savings. The replacement of the existing lighting systems with new LED technology will greatly reduce the amount of energy used at the facilities. The 96 metal halide lights currently use 155.5 kW but once the LED system is installed the consumption is reduced to 70.8. The 45% reduction will provide a cost saving of \$507,480 over 25 years. This is based off energy assessment determining 2100 hours of use annually at .13 kW with controls and maintenance included. The decrease in energy use means a CO2 reduction equivalent of taking 34,806 cars over a 25-year period.

Additional energy savings and cost savings will occur because of reduced maintenance and use of the smart control units that allow for immediate, flexible and remote on/off capabilities. While not able to be accurately calculated due to variations in use, the control system can result in an additional 15% savings.

Scope of Work

The City's Parks and Recreation Department along with the Public Works Department will be responsible for completing the project and furthering the City's goals and objectives. City staff and contractors will handle procurement and scheduling as well as any permitting required. Other actions

needed for the project such as construction inspection, financial and grant reporting will be completed by a combination of City staff, vendors and consultants. The use of experienced City personnel and private contractors working together to complete major projects has proven successful in the past.

The deliverables of the project are designated by each facility. All three facilities identified will implement Musco's SportsCluster System with Total Light Control – TLC for LED™ technology. The scope of work and associated cost for each deliverable is listed below.

Tennis Retrofit - 30 foot-candles (\$56,423.00)

- Factory wired poletop luminaire assemblies
- (8) Factory aimed and assembled luminaries
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- Mounting hardware for poletop luminaire assemblies and electrical components enclosures
- Disconnects
- UL Listed as a system
- Control-Link® System for remote on/off control and performance monitoring with 24/7 customer support
- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years

Soccer Retrofit - 30 foot-candles (\$110,620.00)

- Factory wired poletop luminaire assemblies
- (24) Factory aimed and assembled luminaries
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- Mounting hardware for poletop luminaire assemblies and electrical components enclosures
- Disconnects
- UL Listed as a system
- Control-Link® System for remote on/off control and performance monitoring with 24/7 customer support
- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years

Softball - 50 foot-candles infield/30 foot-candles outfield (\$142,804.00)

- Factory wired poletop luminaire assemblies
- (26) Factory aimed and assembled luminaries, including BallTracker™ luminaries
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- Mounting hardware for poletop luminaire assemblies and electrical components enclosures
- Disconnects
- UL Listed as a system
- Control-Link® System for remote on/off control and performance monitoring with 24/7 customer support
- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years

All three deliverables will be procured as one project. A single contractor will be selected to deliver and install the equipment. Grant reporting will include the analysis of energy use after installation. The assessment will include comparison of energy use with similar periods of activity. The project

administration will last the entire length of the project and will include working with the contractor to ensure federal guidelines such as Davis Bacon are followed.

D. PROJECT OBJECTIVES: The goal of the SEP is to provide leadership to maximize the benefits of energy efficiency and renewable energy through communications and outreach activities, technology deployment and accessing new partnerships and resources. The USDOE has established the following objectives that complement program goals articulated in the SEP Strategic Plan:

- Transform energy markets in partnership with states to accelerate near term deployment of energy efficiency and renewable technologies.
- Promote an integrated portfolio of energy efficiency and renewable energy solutions to meet US energy security, economic vitality and environmental quality objectives.
- Strengthen core state energy programs to develop and adopt leading market transformation initiatives.

E. PROJECT DESCRIPTION:

- Task 1: Energy Efficient Outdoor Sports Lighting System Retrofit at Tennis Court
 - Task 1a: Select a vendor following the procurement procedures of 2 CFR 200, to install energy efficient outdoor sports lighting system on two tennis courts.
 - Task 1b: Complete engineering and design plans.
 - Task 1c: Obtain permits, if necessary.
 - Task 1d: Install lights, controls and wiring.
 - Task 1e: Submit a report to the Office of Energy including the procurement documents used to select the vendor, the contract between the Grantee and the vendor, photographs of the installed sports lighting, and a copy of the operation and maintenance manual.
- Task 2: Energy Efficient Outdoor Sports Lighting System Retrofit at Soccer Field
 - Task 2a: Select a vendor following the procurement procedures of 2 CFR 200, to install energy efficient outdoor sports lighting system on one soccer field.
 - Task 2b: Complete engineering and design plans.
 - Task 2c: Obtain permits, if necessary.
 - Task 2d: Install lights, controls and wiring.
 - Task 2e: Submit a report to the Office of Energy including the procurement documents used to select the vendor, the contract between the Grantee and the vendor, photographs of the installed sports lighting, and a copy of the operation and maintenance manual.
- Task 3: Energy Efficient Outdoor Sports Lighting System Retrofit at 4 – Softball Fields
 - Task 3a: Select a vendor following the procurement procedures of 2 CFR 200, to install energy efficient outdoor sports lighting system on four softball fields.
 - Task 3b: Complete engineering and design plans.
 - Task 3c: Obtain permits, if necessary.
 - Task 3d: Install lights, controls and wiring.
 - Task 3e: Submit a report to the Office of Energy including the procurement documents used to select the vendor, the contract between the Grantee and the vendor, photographs of the installed sports lighting, and a copy of the operation and maintenance manual.
- Task 4: Monitor Energy usage/savings. Energy savings/usage will be tracked for a 1-year period after the completion of the installation.
- Task 5: Grant/Project Administration.

F. PROJECT MILESTONES/DELIVERABLES/OUTPUTS:

The table below identifies the month of the project each task will start and be accomplished.

No.	Task/Activity Description	Deliverables/ Outputs	Start Month	Deadline Month
1	Procure and Install Energy Efficient Sports Lighting System at Tennis Court (remove and replace existing 8 fixtures and replace with 8 LED fixtures)	Submit a report to the Office of Energy including the procurement documents used to select the vendor, the contract between the Grantee and the vendor, photographs of the installed sports lighting, and a copy of the operation and maintenance manual	1	3
2	Procure and Install Energy Efficient Sports Lighting System at Soccer Field (remove and replace existing 24 fixtures and replace with 24 LED fixtures)	Submit a report to the Office of Energy including the procurement documents used to select the vendor, the contract between the Grantee and the vendor, photographs of the installed sports lighting, and a copy of the operation and maintenance manual	1	3
3	Procure and Install Energy Efficient Sports Lighting System at 4 – Softball Fields (remove and replace existing 26 fixtures and replace with 26 LED fixtures)	Submit a report to the Office of Energy including the procurement documents used to select the vendor, the contract between the Grantee and the vendor, photographs of the installed sports lighting, and a copy of the operation and maintenance manual	1	3
4	Monitor Energy Savings	Submit energy savings report on a monthly basis to the Office of Energy for a 1-year period after installation completion	12	24
5	Project/Grant Administration	Submit progress reports, invoices and energy savings reports	1	6

G. PROJECT BUDGET:

The budget below summarizes the project by Funding Category. All dollar amounts are rounded to the nearest whole dollar value.

Funding Category	Grant Funds	Cost Share: Matching Funds and Other In-Kind Contributions	
		Funding	Source of Funds
1. Salaries			
2. Fringe Benefits			
3. Travel (if authorized)			
4. Supplies/Other Expenses			
5. Equipment			
6. Contractual Services	\$250,000.00	\$64,856.00	City CIP Funds
7. Indirect (if authorized)			
Total Project Budget	\$250,000.00	\$64,856.00	
Total Project Cost	\$314,856.00	= Grants Funds + Cost Share	
Cost Share Percentage*	20.59%	= Cost Share / Total Project Cost	

H. TOTAL BUDGET BY TASK:

The project budget below summarizes the project by Project Task. Project Tasks correspond to the "Project Description" section. All dollar amounts are rounded to the nearest whole dollar value.

Project Task		Grant Funds	Cost Share: Matching Funds and Other In-Kind Contributions	
			Matching Funds	Source
1	Tennis Court Lighting System Retrofit	\$41,423.00	\$15,000.00	City CIP Funds
2	Soccer Field Lighting System Retrofit	\$95,629.00	\$15,000.00	City CIP Funds
3	Softball Field Lighting System Retrofit	\$112,948.00	\$29,856.00	City CIP Funds
4	Monitor Energy Savings	\$0.00	\$0.00	
5	Project/Grant Administration	\$0.00	\$5,000.00	City CIP Funds
Totals:		\$250,000.00	\$64,856.00	
Total Project Cost:		\$314,856.00	= Grant Funds + Cost Share	

I. BUDGET DETAIL:

Using the definitions provided below, the detailed, line-item budget clarifies the Budget Summary shown in Section G. Budget Category Sub-Totals have been rounded to the nearest whole dollar value. Up to 10% of grant funds may be used for administrative costs, excluding the cost of meeting reporting requirements of the program. Administrative costs are defined as: allowable, reasonable, and allocable Direct and Indirect costs related to overall management of the awarded grant (including travel). For each budget line-item, the appropriate column identifies if the cost is: 1) Grant or Match,

2) a Direct cost used to calculate Indirect Costs (if approved) and 3) whether the cost is Administrative in nature. A description of what is required for each budget category is as follows:

1. Salaries – Identify the persons to be compensated for work on this project by name (if known), position, and title. Show the hourly cost and total hours to be charged for each person or position. Divide annual salaries by 2080 hours and nine month academic salaries by 1560 hours, to find the hourly rate.
2. Fringe Benefits – Multiply the rate by the total salaries to which fringe benefits apply. If the rate is variable, explain and show calculations.
3. Travel – List trips by their purpose and/or destination. Indicate the number of days for each trip. The Department will only reimburse for travel at the appropriate State of Florida rate (Section 112.061, Florida Statutes), using the forms referenced in Attachment B, Payment Request Summary Form. Be prepared to provide the Department with details on costs utilized to calculate the “Amount Budgeted” for each trip.
4. Supplies & Other Expenses – List expendable supplies by category description, unit costs and quantity. List other expenses not included in any of the above categories. Examples would be printing, copying, postage, communications, etc. Non-expendable equipment valued at less than \$1,000 may be listed also. Include only expenses directly related to the project, not expenses of a general nature. For Match only, list costs related to donated real property such as land (not to exceed the fair market value of the property).
5. Equipment – List non-expendable personal property/equipment valued at \$1,000 or more by description, unit cost, and quantity. Computers and data-processing equipment should be described in detail.
6. Contractual Services – Subcontractors should provide the same information required by this budget table, with the following exceptions: (a) when professional services are provided at a pre-existing approved rate or fee shown on the budget; or (b) the subcontract is to be obtained competitively. For either (a) or (b), show an estimated maximum amount.
7. Total Budget Category – Show the total of all line-items within a Budget Category.
8. Total Budget – Show the total of all categories.

1. Salaries								
Salaries (Name/Position)	Hourly Cost (\$)	*	Hours/w k. or % FTE	=	Total Gross Salary (\$)	Grant = G or Match = M	Direct costs used to calculate Indirect Cost? Y/N	Admin. Cost? Y/N
	\$	*		=	\$			
	\$	*		=	\$			
	\$	*		=	\$			
Sub-Totals for Salaries Category					\$			

2. Fringe Benefits									
Name of Employee	Amount Gross Salary (\$)	Approved % per Work Plan or enter "N/A"	Benefit # 1 & Cost	Benefit # 2 & Cost	Benefit # 3 & Cost	Total Fringe Benefits (\$)	Grant = G or Match = M	Direct costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
N/A	\$		\$	\$	\$	\$			
	\$		\$	\$	\$	\$			
	\$		\$	\$	\$	\$			
Sub-Total of Fringe Benefits Category						\$			

3. Travel * Cannot exceed cost limitations required by Section 112.061, Florida Statutes						Grant = G or Match = M	Direct costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
Name of Employee	Destination	Period of Trip (# of days)	Purpose of Trip	Amount Budgeted				
N/A				\$				
				\$				
				\$				
				\$				

	Sub-Total of Travel Category \$
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4. Supplies – Other Expenses									
Description	Unit Cost (\$)	*	Quantity	=	Total Cost (\$)	Grant = G or Match = M	Direct costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N	
	\$	*		=	\$				
	\$	*		=	\$				
	\$	*		=	\$				
Sub-Total of Supplies – Other Expenses Category					\$				

5. Equipment									
Description	Unit Cost (\$)	*	Quantity	=	Total Cost (\$)	Grant = G or Match = M	Direct costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N	
	\$	*		=	\$				
	\$	*		=	\$				
	\$	*		=	\$				
Sub-Total of Equipment Category					\$				

6. Contractual Services									
Name of Vendor	Description	Fee/Rate (\$)	*	Quantity	=	Total Cost (\$)	Grant = G or Match = M	Direct costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
TBD (Lighting Vendor)	Retrofit existing Lighting Systems at Hancock Park	309,856.00	*	1	=	\$309,856.00	G/M	N	N
TBD (Grant Program)		\$5,000.00	*	1	=	\$5,000.00	M	N	Y

J. MEASURES OF SUCCESS:

The disbursement of cost-share funds under this Agreement is contingent on the solicitation and participation of eligible agricultural producers during the Agreement period. The number of producers participating and energy efficiency measures funded will vary according to interest, need, and timing of implementation. Therefore, it is not possible to set a minimum standard for the number of producers, energy efficiency measures implemented, or amount of funds to be disbursed within the Agreement period. The Agreement amount is based on a preliminary assessment of need, but the funds allocated may be less or more than the need anticipated. In addition, this Agreement provides only an administrative fee to the Subrecipient to cover the costs of carrying out the tasks/responsibilities identified in section II. Therefore, the minimum performance standard for this Agreement is to complete the items listed in that section.

In the Final Report, the Subrecipient shall address how the project objectives were accomplished.



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ATTACHMENT B
GRANT AGREEMENT NO. LG004
MONTHLY/QUARTERLY PROGRESS REPORT FORM

A. Provide a summary of project accomplishments to date. (Include a comparison of actual accomplishments to the objectives established for the period. If goals were not met, provide reasons why.)

B. Provide an update on the number of jobs created or retained, quantify the reduction of greenhouse gasses and the energy saved in kWh or BTU.

C. Provide an update on the estimated time for completion of the project and an explanation for any anticipated delays.

D. Provide any additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

E. Identify below, and attach copies of, any relevant work products being submitted for the project for this reporting period (e.g., report data sets, links to on-line photographs, etc.).

F. REPORTING

Activities:

Metric Area Description	Metric Description	Unit of Measure
Emissions Reductions	Criteria air pollutants reduced (tons)	
	Greenhouse gases reduced (CO2 equivalents)	
Energy Cost Savings	Dollars Saved	
Energy Savings	Reduction in natural gas consumption (million cu ft)	
	Reduction in electricity consumption (megawatt hours)	
	Reduction in electricity demand (megawatts)	
	Reduction in fuel oil consumption (gallons)	
	Reduction in propane consumption (gallons)	

G. SUBCONTRACTOR LIST

The Grantee may subcontract work under this Grant Agreement without the prior approval of the Grant Manager, upon the condition that each Monthly/Quarterly Progress Report must contain a current list of subcontractors.

**If grantee does not have subcontractors, please state 'None' below.*

Name of Subcontractor	Address	Current Total Amount of each Subcontract	Description of Work Performed

H. MINORITY/WOMAN/SERVICE-DISABLED VETERAN-OWNED BUSINESS LIST

The Grantee is encouraged to use small businesses, including minority, woman and service-disabled veteran-owned businesses as subcontractors under this Grant Agreement. The Grantee is required to report information concerning their use of such businesses in each Monthly/Quarterly Progress Report.

**If grantee does not have any subcontracts with minority/woman/service-disabled veteran- owned businesses, please state 'None' below.*

Name of Business	Address	Reporting Period (month)	Total Amount Paid to Business during this Reporting Period	Description of Goods/Services provided by Business	Type of Business (Minority, Woman, Service-disabled veteran-owned)

This report is submitted in accordance with the reporting requirements of Grant Agreement No. LG004 and accurately reflects the activities and costs associated with the subject project.

Signature of Grantee's Representative

Date

ATTACHMENT C (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	State Appropriation Category
DE-EE000-241	United States Department of Energy	87.041	State Energy Program	146556-17

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	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	SFA Number	CSFA Title or Funding Source Description

Total Award				\$250,000.00
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/catalog.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.



ADAM H.
PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Office of Energy

ATTACHMENT D
CERTIFICATION REGARDING DEBARMENTS, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER
FEDERALLY FUNDED TRANSACTIONS

1. The undersigned hereby certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. The undersigned also certifies that it and its principals:
 - (a) Have not within a three year period preceding this certification been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - (b) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2.(a) of this Certification; and
 - (c) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State or local) terminated for cause or default.
3. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

Dated this _____ day of _____, 20_____.

By _____
Authorized Signature/Recipient

Typed Name/Title

Recipient's Firm Name

Street Address

Building, Suite Number

City/State/Zip Code

Area Code/Telephone Number

**INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER
FEDERALLY FUNDED TRANSACTIONS**

1. By signing and submitting this form, the certifying party is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the certifying party knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, Florida Department of Agriculture and Consumer Services (Department) or agencies with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The certifying party shall provide immediate written notice to the person to whom this contract is submitted if at any time the certifying party learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this contract is submitted for assistance in obtaining a copy of those regulations.
5. The certifying party agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier contract, or other covered transaction with a person who is proposed for debarment under 48 CFR 9, Subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
6. The certifying party further agrees by executing this contract that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all contracts or lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR 9, Subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone No. (202) 501-4740 or (202) 501-4873.)
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR 9, Subpart .4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Office of Energy

**ATTACHMENT E
GRANT AGREEMENT NO. LG004
FINAL REPORT**

Grant Agreement No.:			
Grantee Name:			
Grantee Address:			
Grantee's Representative:		Telephone No.:	
Annual Reporting Period:			
Project Number and Title:			
A. Provide a summary of project accomplishments to date. (Include a comparison of actual accomplishments to the objectives established for the period. If goals were not met, provide reasons why.)			
B. Provide an update on the number of jobs created or retained, quantify the reduction of greenhouse gasses and the energy saved in kWh or BTU.			
C. Provide an update on the estimated time for completion of the project and an explanation for any anticipated delays.			

D. Provide any additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

E. Identify below, and attach copies of, any relevant work products being submitted for the project for this reporting period (e.g., report data sets, links to on-line photographs, etc.).

F. REPORTING

Activities:

Metric Area Description	Metric Description	Unit Of Measure
Emissions Reductions	Criteria air pollutants reduced (tons)	
	Greenhouse gases reduced (CO2 equivalents)	
Energy Cost Savings	Dollars Saved	
Energy Savings	Reduction in natural gas consumption (million cu ft)	
	Reduction in electricity consumption (megawatt hours)	
	Reduction in electricity demand (megawatts)	
	Reduction in fuel oil consumption (gallons)	
	Reduction in propane consumption (gallons)	
	Reduction in gasoline consumption (gallons)	

H. SUBCONTRACTOR LIST

The Grantee may subcontract work under this Grant Agreement without the prior approval of the Grant Manager, upon the condition that each Monthly/Quarterly Progress Report must contain a current list of subcontractors..

**If grantee does not have subcontractors, please state 'None' below.*

Name of Subcontractor	Address	Current Total Amount of each Subcontract	Description of Work Performed

I. MINORITY/WOMAN/SERVICE-DISABLED VETERAN-OWNED BUSINESS LIST

The Grantee is encouraged to use small businesses, including minority, woman and service-disabled veteran-owned businesses as subcontractors under this Grant Agreement. The Grantee is required to report information concerning their use of such businesses in each Monthly/Quarterly Progress Report.

**If grantee does not have any subcontracts with minority/woman/service-disabled veteran- owned businesses, please state 'None' below.*

Name of Business	Address	Reporting Period (month)	Total Amount Paid to Business during this Reporting Period	Description of Goods/Services provided by Business	Type of Business (Minority, Woman, Service-disabled veteran-owned)

This report is submitted in accordance with the reporting requirements of Grant Agreement No. LG004 and accurately reflects the activities and costs associated with the subject project.

Signature of Grantee's Representative

Date

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 followup 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 the 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 entity 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 30 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 burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.





Florida Department of Agriculture and Consumer Services
Office of Energy

ATTACHMENT G

**PROPERTY REPORTING FORM FOR GRANT AGREEMENT NO. LG004
(For Property With Grantee/Recipient Assigned Property Control Numbers)**

**ADAM H. PUTNAM
COMMISSIONER**

UNITED STATES DEPARTMENT OF ENERGY AWARDS

GRANTEE: List non-expendable equipment/personal property* costing \$1,000 or more purchased under the above Agreement. Also list all upgrades* under this Agreement, costing \$1,000 or more, of property previously purchased under a Department Grant Agreement (identify the property upgraded and the applicable Department Agreement on a separate sheet). Complete the description (including manufacturer & model no./serial no cost, location/address and property control number columns of this form. The Grantee shall establish a unique identifier for tracking all personal property/equipment purchased under this Agreement and shall report the inventory of said property, on an annual basis, to the Department's Grant Manager, by Grant Agreement number, no later than January 31 for each year this Agreement is in effect.

DESCRIPTION (INCLUDING MANUFACTURER & MODEL NO.)	SERIAL NO./COST**	LOCATION/ADDRESS	GRANTEE/RECIPIENT ASSIGNED PROPERTY CONTROL NUMBER

*Not including software. ** Attach copy of invoice, bill of sale, or other documentation to support purchase.

Grantee/Recipient:	Grantee's/Recipient's Project Manager:	Date:
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BELOW FOR DEPARTMENT USE ONLY	
GRANT MANAGER:	MAINTAIN THIS DOCUMENT WITH A COPY OF THE INVOICES SUPPORTING THE COST OF EACH ITEM IDENTIFIED ABOVE IN YOUR AGREEMENT FILE. IF THE AGREEMENT IS A COST REIMBURSEMENT AGREEMENT, MAKE SURE TO SEND INVOICES SUPPORTING THE COST OF THE ITEMS TO FINANCE AND ACCOUNTING FOR THE PROCESSING OF THE GRANTEE'S/RECIPIENT'S INVOICE FOR PAYMENT.
Grant Manager Signature: _____	Date: _____

FINANCE AND ACCOUNTING: No processing required by Finance & Accounting as the Grantee/Recipient is responsible for retaining ownership of the equipment/property upon satisfactory completion of the Agreement.



ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Office of Energy

**ATTACHMENT H
FEDERAL FUNDING GRANTEE, SUBGRANTEE AND
CONTRACTORS PROVISIONS**

**PURSUANT TO
UNITED STATES DEPARTMENT OF ENERGY AWARDS**

All subgrants and contracts awarded by the Grantee, including small purchases, shall contain the following provisions as applicable:

1. **Equal Employment Opportunity** - All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
2. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** - All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), 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 contractor or subrecipient shall 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 is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
3. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)** - When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.
4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)** - Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall 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 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall 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.
5. **Rights to Inventions Made Under a Contract or Agreement** - Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 10 CFR part 600.325, "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.
6. **Clean Air Act (42 U.S.C. 7401 et seq.), and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended** - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to



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- the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
7. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** - Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above 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. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
 8. **Debarment and Suspension (E.O.s 12549 and 12689)** - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
 9. **Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act, (42 U.S.C. 300h-3(e))** - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act, (42 U.S.C. 300h-3(e)). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
 10. **Compliance with all Federal statutes relating to nondiscrimination.** These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of sex; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 795), which prohibits discrimination on the basis of handicaps; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (d) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (e) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (f) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) any other nondiscrimination provisions in the specific statute(s) made; and, (i) the requirements of any other nondiscrimination statute(s) which may apply.
 11. **Compliance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646)** which 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.
 12. **Compliance with the provision of the Hatch Act (5 U.S.C. 1501 – 1508 and 7324 – 7328)** which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.



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COMMISSIONER

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13. **Comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which 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.**
14. **Compliance with environmental standards which may be prescribed to the following:** (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EP 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplain in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
15. **Compliance with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.**
16. **Compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.)**
17. **Compliance with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.**
18. **Compliance with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this Agreement.**
19. **Compliance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.**
20. **Compliance with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).**
21. **Assist the Commission in complying with the State Energy Conservation Program as described in the Code of Federal Regulations, Title 10, Parts 420 and 450 and guidance issued by the U.S. Department of Energy and subsequent guidance issued by the U.S. Department of Energy; the Financial Assistance Rules described in Title 10, Part 600, as well as those regulations concerning the use of oil overcharge recovery funds.**
22. **The Commission reserves the right to transfer equipment acquired under this grant as provided in Title 10, Part 600.117. The Recipient can obtain a release of this right upon application containing certain commitments.**
23. **Compliance with the Buy American Act (41 U.S.C. 10a-10c) By accepting funds under this Agreement, the Grantee agrees to comply with sections 2 through 4 of the Act of March 3, 1933, popularly known as the "Buy American Act." The Grantee should review the provisions of the Act to ensure that expenditures made under this Agreement are in accordance with it. It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement should be American-made.**
24. **Preservation of open and competition and government neutrality towards contractors' labor relations on federally funded construction projects**



ADAM H. PUTNAM
COMMISSIONER

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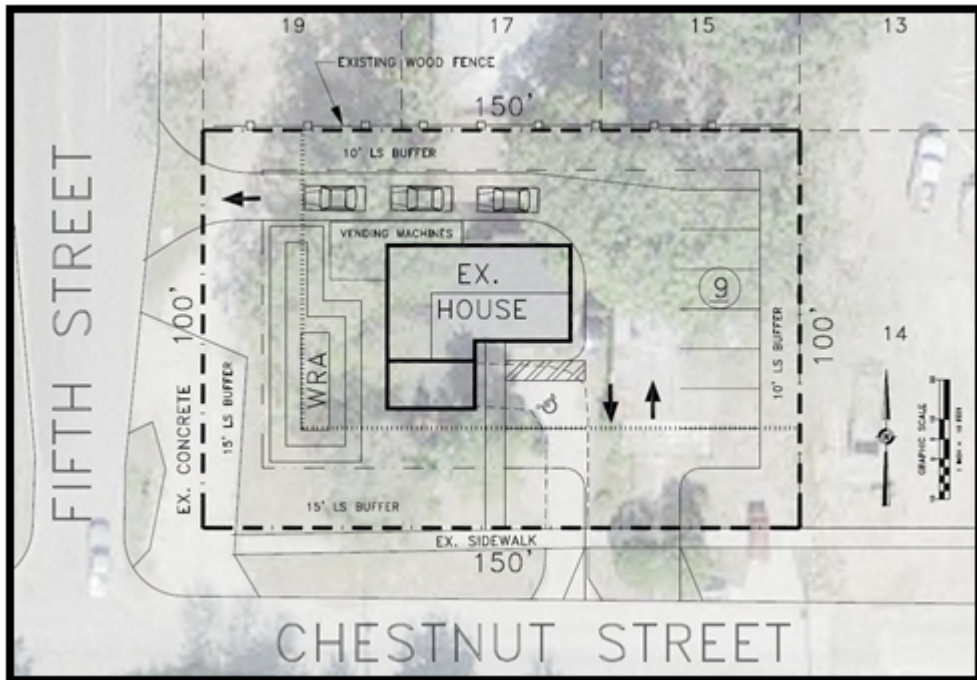
**PURSUANT TO
UNITED STATES DEPARTMENT OF ENERGY AWARDS**

- a. Unless in conflict with State or local laws, you must ensure that bid specifications, project agreement, or other controlling documents in construction contracts awarded pursuant to this agreement, or pursuant to a subaward to this agreement, do not:
1. Require or prohibit bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s); or
 2. Otherwise discriminate against bidders, offerors, contractors, or subcontractors for becoming or refusing to become or remain signatories or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction project(s).
- b. The term "construction contract" as used in this provision means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.
- c. Nothing in this provision prohibits bidders, offerors, contractors, or subcontractors from voluntarily entering into agreements with labor organizations.
25. **Compliance with the provision included in Title XV and Title XVI of Public Law 111-5, the American Recovery and Reinvestment Act of 2009.**
26. **Segregation of Costs** – Recipients must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track, and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.
27. **False Claims Act** – Recipient and sub-recipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principle, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

AGENDA ITEM

Meeting Date	
Tuesday, September 11, 2018	
Agenda Item Name	
Resolution No. 2018-30R <i>Child's Ice Machine</i>	
Requested Action	
Recommend approval of Resolution No. 2018-30R.	
Staff Report	

The applicant/owner, is requesting a Conditional Use Permit to allow a commercial ice machine in the C-1 Light Commercial zoning district. The property is .34 acres and is located at 492 Chestnut Street. The owner currently has a single family home on lot that will be converted to a full service hair salon. The hair salon is a permitted use in the C-1 Light Commercial zoning district. Staff considers the ice machine use as uncertain, and the Land Development Code, Section 122-204 requires a Conditional Use Permit for cases where classification is uncertain. The City Council approved a Conditional Use Permit on August 28, 2012 (Resolution No 2012-29) to allow a commercial ice machine at this site. The previous permit became null and void because substantial construction work did not begin within two (2) years of the Conditional Use Permit approval.



The applicant is proposing to convert the single family home to a full service hair salon to be used in conjunction with the drive-thru commercial ice vending machine. The commercial ice vending machine which is about 5 feet by 6 feet is proposed for the northwest corner of the house. Because this is a drive-thru and pick-up ice machine, staff considers the stacking of approximately eight cars to be sufficient for the proposed use. The adjacent property to the North, East and West is zoned C-1 Light Commercial and the current zoning to the South is R-2 Medium Density.

The site will be required to comply with the Land Development Code for C-1 zoning that include parking, landscape improvements and any building/fire codes required for proposed change of use.

When evaluating a request for a conditional use permit, Section 86-144 of the Land Development Code requires specific development standards that need to be met. Staff has reviewed the proposed request to allow a commercial ice machine in the C-1 Light Commercial zoning district and finds the proposed use does meet the general criteria for granting a conditional use permit. Staff has reviewed the application in accordance with the Land Development Code and finds that the proposed use 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 Conditional Use Permit with the conditions contained in Resolution No. 2018-30R.

The Planning and Zoning Commission at their meeting held on August 7, 2018, voted unanimously to recommend approval of Resolution No. 2018-30R.

Additional Analysis

Fiscal Impact Summary

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

- | | | |
|----|---------------------------------|---|
| 1. | 2018-30R CUP FINAL | 2018-30R Child Salon and Vending Machines CUP.doc |
| 2. | Location Map | Location Map.pdf |
| 3. | Childs CUP Conceptual Site Plan | Childs CUP Conceptual Site Plan.pdf |
| 4. | Directional Photos | Directional Photos.pdf |
| 5. | Kooler Ice 1000 Series | Kooler Ice 1000 Series.pdf |
| 6. | Nighttime Illumination Photo | Nighttime Illumination Photo.jpg |
| 7. | Side The Road Salon 6-12-18 | Side The Road Salon 6-12-18.pdf |
| 8. | CUP-Application 5-2018 | CUP-Application 5-2018.pdf |
| 9. | CUP CHILDS ICE MACHINE | CUP CHILDS ICE MACHINE.pdf |



CITY OF CLERMONT
RESOLUTION NO. 2018-30R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW A COMMERCIAL OUTDOOR ICE MACHINE IN THE C-1 LIGHT COMMERCIAL ZONING DISTRICT

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida at a meeting held August 7, 2018 recommended approval of this Conditional Use Permit to allow a commercial outdoor ice machine in the C-1 Light Commercial zoning district, at the following location:

LOCATION:

492 Chestnut Street, Clermont, Florida
(Alternate Key 1612489)

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 a commercial ice machine in the C-1 Light Commercial zoning district, be granted subject to the following conditions:

CONDITIONAL USE PERMIT CONDITIONS:

SECTION 1. 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.



CITY OF CLERMONT
RESOLUTION NO. 2018-30R

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 June, 2018 (Exhibit A). 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 to allow one (1) commercial outdoor ice machine that must be placed within the C-1 Light Commercial building setbacks.
2. The site may also be used for any permitted use in the C-1 Light Commercial zoning district, provided parking is in accordance with the Land Development Code. Any commercial business or change of use, must comply with all applicable building, fire and land development codes.
3. The site shall be developed according to the City of Clermont Land Development Codes and all building must meet the City of Clermont Architectural Standards.

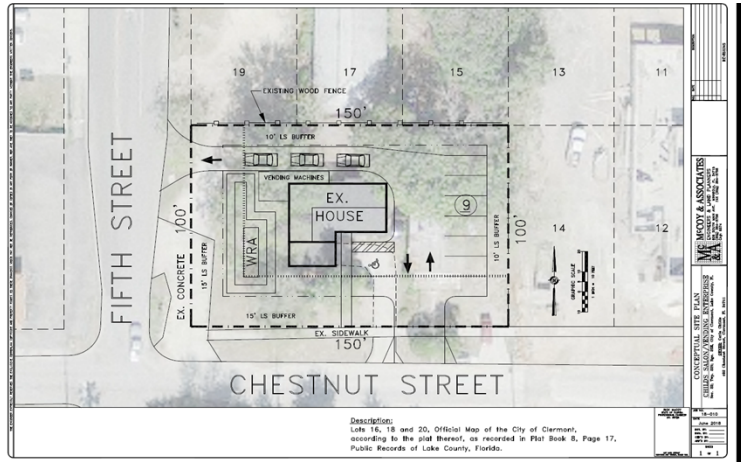


CITY OF CLERMONT
RESOLUTION NO. 2018-30R

4. Interior lighting on the site shall be directed downward into the site and shall not spill over onto adjacent properties.
5. All landscaping, drainage/water retention and site plan approved conditions must be maintained in perpetuity for the site. The site shall comply with landscape and parking requirements according to the Clermont Land Development Code.
7. If at a future date, parking or stacking at this site proves inadequate the applicant understands and agrees that the City may require additional parking or rescind this Conditional Use Permit.
8. Wall type signage is only permitted on the commercial ice machine, size and number of signs must conform with the Land Development Code.
9. Monument signage and entry or directional signage shall be in accordance with the single occupancy commercial signage requirements of the Clermont Land Development Code for the site. Any change of use for the property, shall only use the existing monument signage; no additional monument signs shall be allowed.

CITY OF CLERMONT
RESOLUTION NO. 2018-30R

Exhibit A – Conceptual Plan





CITY OF CLERMONT
RESOLUTION NO. 2018-30R

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 11th day of September, 2018.

CITY OF CLERMONT

Gail L. Ash, Mayor

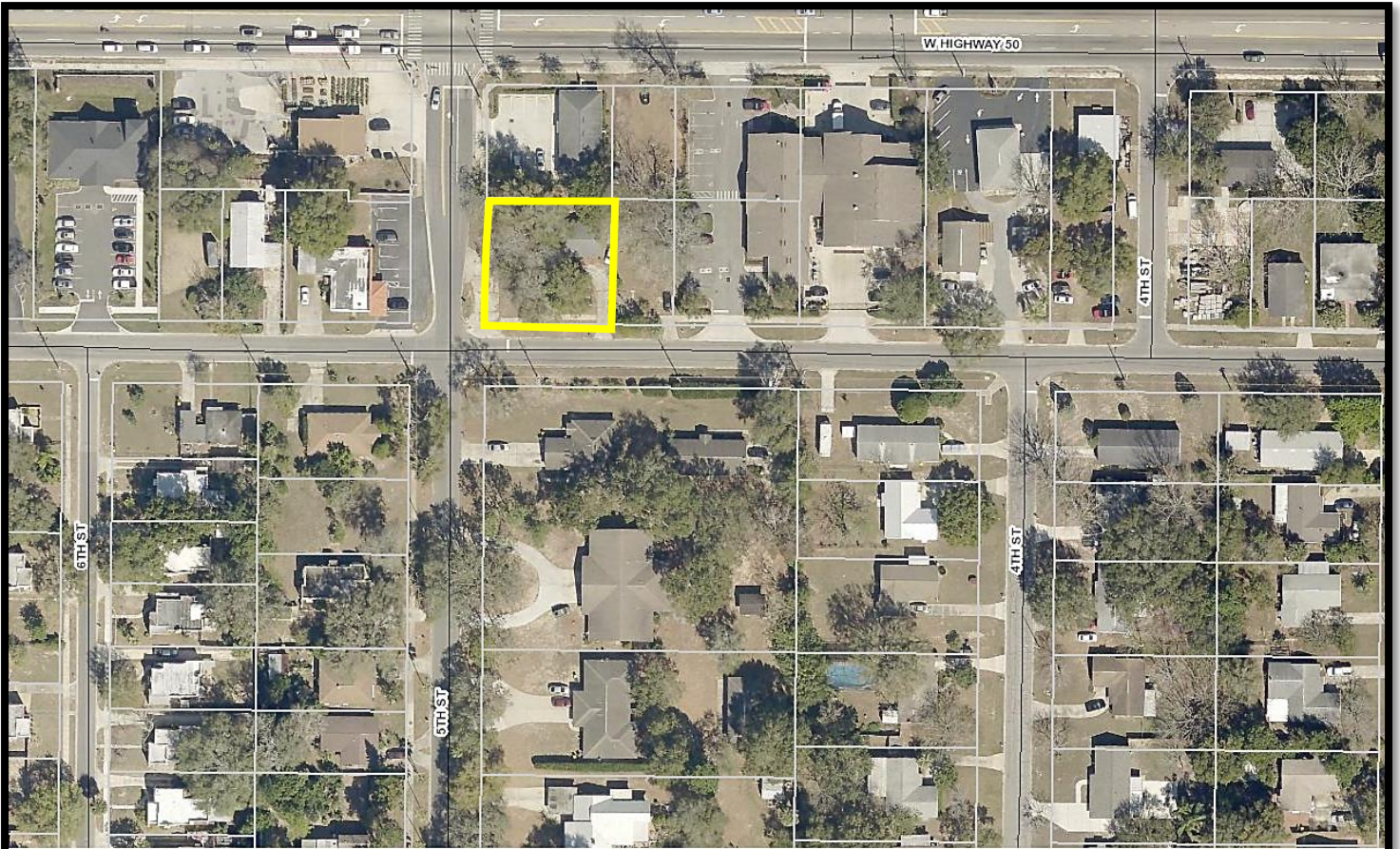
ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Location Map



THE ENGINEER EXPRESSLY RESERVES THE EXCLUSIVE COMMON-LAW COPYRIGHT AND PROPERTY RIGHTS TO THESE DRAWINGS WHICH MAY NOT BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER, NOR ARE THEY TO BE ASSIGNED TO ANY PARTY WITHOUT THE ENGINEER'S WRITTEN CONSENT.

FIFTH STREET

CHESTNUT STREET

EX. CONCRETE 100'

15' LS BUFFER

15' LS BUFFER

EX. SIDEWALK 150'

VENDING MACHINES

EX. HOUSE

WRA

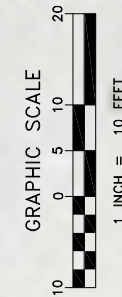
EXISTING WOOD FENCE

150'

10' LS BUFFER

10' LS BUFFER

100'



Description:

Lots 16, 18 and 20, Official Map of the City of Clermont,
according to the plat thereof, as recorded in Plat Book 8, Page 17,
Public Records of Lake County, Florida.

RICK McCOY
STATE OF FLORIDA
PROFESSIONAL ENGINEER
NO. 38725

NOT VALID WITHOUT
SIGNATURE AND ORIGINAL RAISED SEAL

CONCEPTUAL SITE PLAN

CHILDS SALON/VENDING ENTERPRISE

Sec. 22; Twp. 22S; Rge. 25E, City of Clermont, Lake County, FL.

OWNER: Carla Childs

492 Chestnut Street, Clermont, FL 34711

Mc McCOY & ASSOCIATES

ENGINEERS & LAND PLANNERS

606 SOUTH MAIN AVE. MINNEOLA, FL 34715

(352) 394-5756 FAX (352) 394-5758

CA#: 6574

NO. DATE DESCRIPTION

1 OF 1

Childs Vending Machine CUP



The IM1000 - Series II Ice Vending Machine

The IM1000 combines outstanding style, production and technology to provide Retailers with an eye catching machine that **automatically bags and dispenses** a 10lb bag of fresh ice - on demand - quickly and conveniently! Accessible and convenient to your customers, the IM1000 earns income for your business 24 Hours a Day – even when your business is not open - and without an attendant!

- Protect and **INCREASE YOUR ICE SALES AND PROFITS** while preserving and controlling your ice pricing for your customers (This is especially important in this economic climate with gasoline prices rising higher and threatening to reach new highs!)
- **ATTRACT NEW CUSTOMERS** to your business with its sharp, eye-catching design and offer a **HIGHER QUALITY** and **MORE CONVENIENT** product to your existing customers.
- It is easy and enjoyable to use and can offer cash, credit and debit **PAYMENT OPTIONS**
- It is **ACCESSIBLE 24/7** for **ADDED CONVENIENCE** for your customers
- Will **REDUCE “STOCK OUTS”** and the time and need to take delivery and monitor inventory for your ice sales (or eliminate the time and resources needed to bag ice in the store).
- Can be placed outside where your existing “ice merchandiser” is located (or elsewhere) at minimal cost, and operates without significantly increasing your utility costs, and will virtually **ELIMINATE THEFT AND WALK OFFS**.
- **CAN BE MONITORED 24/7** with our Remote Access System (“Ice Talk”) without physically being at the machine.

“Profit margins with a Cooler Ice machine are significantly higher...”



Convenience and Emerging Consumer Buying Habits

The future of bagged ice delivery to the consumer is changing, and providing ice to the consumer that is FRESH, ON-DEMAND, via vending machines is steadily emerging as the new, preferred way for consumers to purchase ice and water.

PROFIT MARGINS WITH THE KOOLER ICE MACHINE ARE SIGNIFICANTLY HIGHER, ESPECIALLY OVER TIME AS START-UP AND FINANCING COSTS ARE RETIRED.

Additionally, with the increasing presence and growth of the “free-standing” ice and water vending machine industry, retailers must find a way to compete – or lose business to them. The cost could be more than just ice sales, but secondary sales of other convenience items as well.

The IM1000 was **designed with the retailer in mind** with its smaller size and more affordable price. Now, you can not only compete, you can **make ice an asset!**

Automatically makes, stores, bags and dispenses Ice!

The IM1000 is compact in design and can fit readily at most storefronts and against buildings. The IM1000 design features an 850lb insulated storage bin that allows you to have approximately 75 10lb bags of ice ready to vend when you begin the day. As ice is vended from the unit, the Scotsman ice maker immediately starts to produce more ice until the storage bin is replenished. The insulated storage bin keeps the ice frozen without the need for a refrigeration unit offering a significant reduction in operating costs!

The owner has the ability to choose from two different ice makers, so the machine production capacity can be customized to meet the anticipated sales at your individual location, instead of having to work with a “one size fits all” model - offering owners further cost efficiency.



Scotsman Model #	Max 24hr Production	Maximum Production*	Storage Bin Capacity	Unit Width	Unit Depth	Unit Height	Unit Weight
C1448	1553 lbs	80-90 Bags	800-850 lbs	55"	65"	99"	1,745 lbs
C1848	1909 lbs	110-120 Bags	800-850 lbs	55"	65"	99"	1,755 lbs

*Maximum Production assumes starting with full bin of ice.

The IM1000 Offers an Advanced Remote Access Monitoring System....“Ice Talk”

The IM1000 is equipped with a cellular based monitoring system which allows you to track hourly, weekly and monthly sales data in an easy to use format. You can store and run reports, as well as export specific data into an Excel spreadsheet to develop your own charts and graphs. The system allows you to program multiple contacts for notifications or alerts via e-mail or text, and records all alerts on the website for a complete history of the machine’s operator performance. And – there are no hard-wire connections or third party contractors needed.

Other Features Include:

- Notification by e-mail or text if the machine is “Out of Bags”, “Out of Ice”, if “Door is Open” or if there is any problem with a machine component or ice maker that would cause it to interrupt the business.
- Access to bag inventory and sales data at all times.
- Ability to remotely vend a bag of ice, as well as re-set the bill validator, via your phone or computer.

Meet Our Partners - Their Components Make Our Product Great!

- **Scotsman Ice Systems** is a world leader in Commercial Ice Makers. Their line of Prodigy C1448 and C1848 ice makers provide excellent reliability and performance and Scotsman provides unmatched service, parts and support. The Scotsman Ice Makers provide a 3 year full warranty with a 5 year warranty on the Condenser, Evaporator and Compressor.
- **Siemens Electronics** is a world leader in automation products. Siemens PLC’s are used to control all machine functions and communicate with the Ice Talk control module. An LCD monitor display on the inside front door of the machine provides notices and sales data conveniently.

The Kooler Ice IM1000 - Series II Machine Specifications:

- High Strength Aluminum Alloy Corrosion Free Frame
- Stylish Backlit Graphics
- Food Grade Plastic Storage Bin
- 220 Volt Single Phase Power, 60 Amp Service
- 3/4" Supply and Drain Line Hook Ups
- Allows Easy Access to All Components
- Bag Tracking System on All Kooler Ice Bags (For Added Consumer Safety)
- Adjustable Vend Rate (Allows Owners to Set and Change Pricing)
- Easy Water Filter Changing Operation
- Easy Bag Changing Operation (Holds Up to 350 Bags At Once)
- Machine has 1 - 10lb button (Optional 16lb Vend Button Available)
- 850lbs Bin Capacity
- Ice Talk Remote Access Communication



Optional Machine Features:

- **Water Vending:** Filtered Water or RO (Reverse Osmosis) System dispensed in 1 or 5 Gallon vends.
- **Credit Card Reader (E-port):** Researchers say that over 60% of Americans use a credit card for all of their retail purchases. This option offers an additional "convenience factor".
- **Heating Unit:** Recommended for units that will be located in areas where temperatures can go below freezing on occasion, or regularly.
- **20lb Vend Button:** Allows the machine to offer the option of vending (2) 10lb bags of ice as a single vend by pressing the button for the 20lb option.
- **Coupons:** Provides retailers the ability to run promotions and give away free bags of ice.



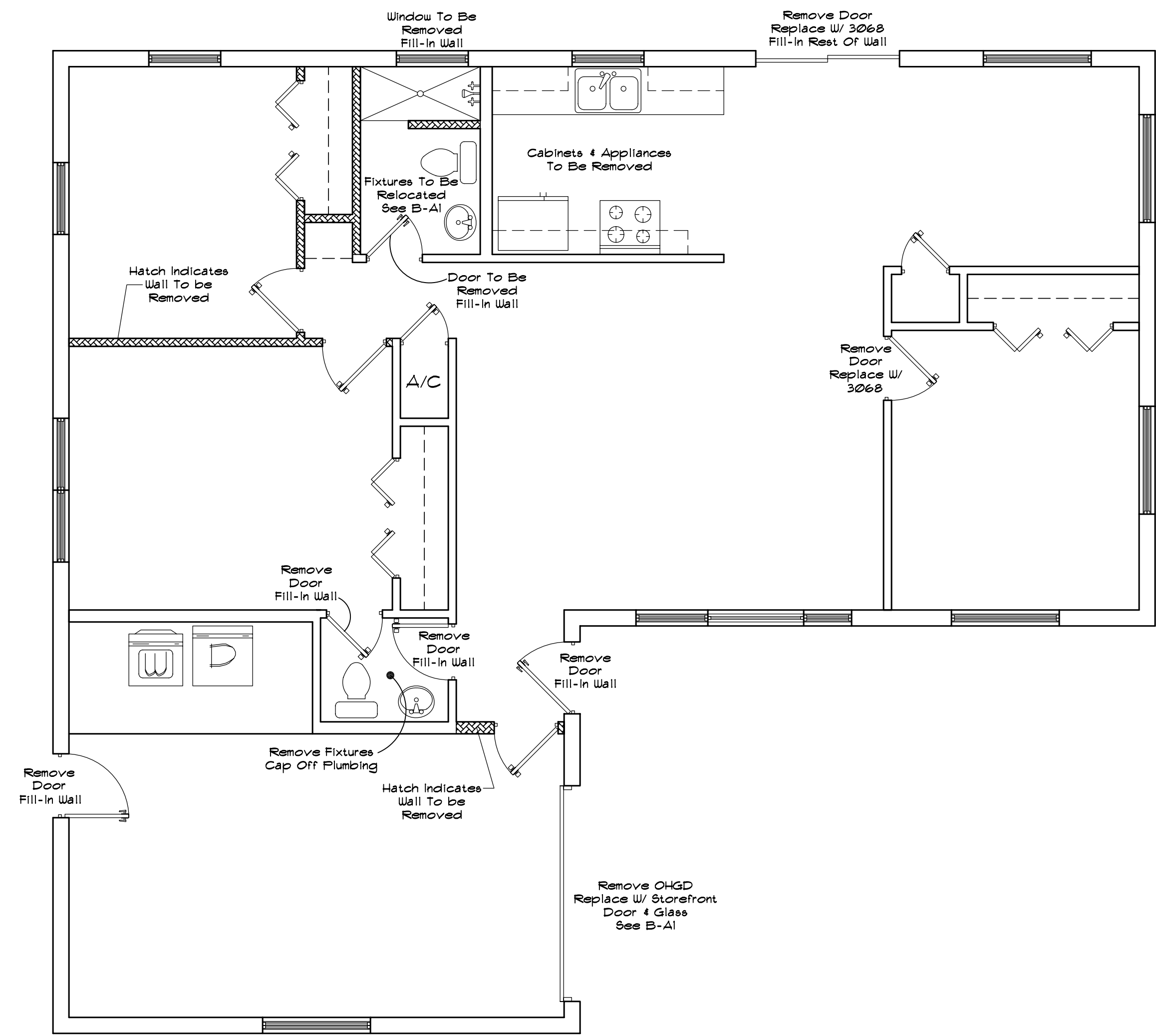
Because the Kooler Ice machines produce ice on site, the need for an ice delivery truck is eliminated, therefore reducing the "carbon foot print". **Our machines help protect the environment** while providing a safer, more convenient, higher quality product than what is available through today's packaged ice system. That's a "Win/Win" for everyone!

For more information please contact us at:

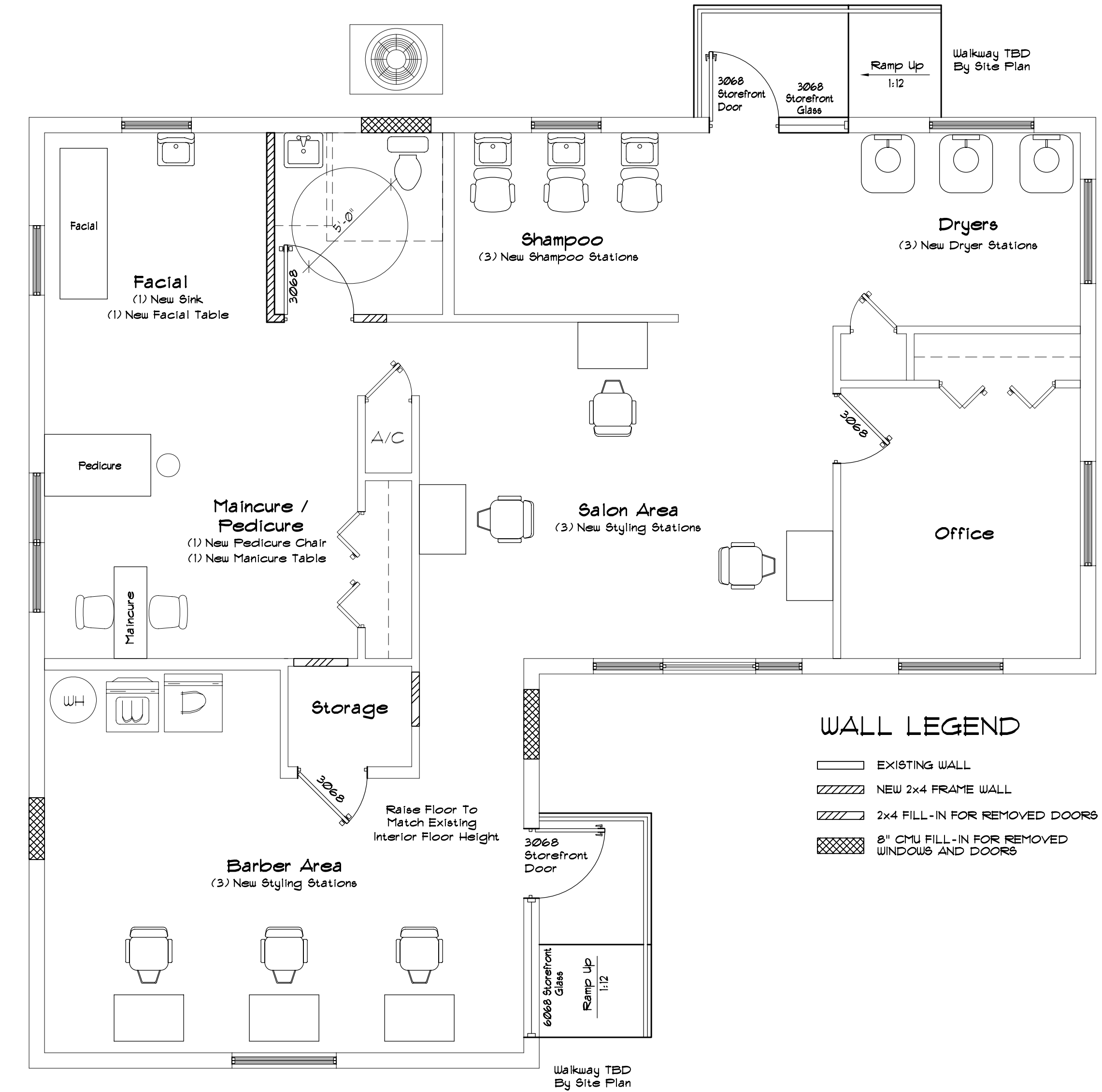


www.koolerice.com
1-800-858-3025
1-478-956-1423
510 Dunbar Road
Byron, GA 31008





A
A1 EXISTING/DEMO PLAN
SCALE: 1/4" = 1'-0"



B
A1 PROPOSED FLOOR PLAN
SCALE: 1/4" = 1'-0"

- WALL LEGEND**
- EXISTING WALL
 - NEW 2x4 FRAME WALL
 - 2x4 FILL-IN FOR REMOVED DOORS
 - 8" CMU FILL-IN FOR REMOVED WINDOWS AND DOORS

PRELIMINARY SET OF PLANS
NOT FOR CONSTRUCTION

LAKE DRAFTING
AND GRAPHICS INC.
GROVELAND, FLORIDA 34736
PHONE (352)394-182

PLAN REVIEW		DATE
REV	DESCRIPTION	
1	REVISIONS & EXISTING FLOOR PLAN	09/27/2018
2	PRELIMINARY PROPOSED LAYOUT	06/02/2018
3	DESIGN REVIEW CHANGES	06/02/2018
4		
5		
6		
7		
8		

NEW REMODEL FOR
"Side The Road Salon"
492 Chestnut Street
Clermont, FL 34111
LAKE COUNTY

SQUARE FOOTAGE	
INTERIOR SPACE	1,478
TTL UNDER ROOF	1,478
DATE:	6-12-18
DRAWN BY:	dw
SCALE:	AS NOTED
JOB #	2977
SHEET #	
A1	



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 not 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

Page 2

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
--



**CONDITIONAL USE PERMIT (CUP)
APPLICATION**

DATE: May 17, 2018

FEE: \$845
+ cost of advertisement

PROJECT NAME (if applicable): Childs Salon / Vending

APPLICANT: Carla Childs Berger

CONTACT PERSON: Carla Childs Berger

Address: 492 Chestnut Street

City: Clermont State: FL Zip: 34711

Phone: 813-763-4356 Fax: _____

E-Mail: nenedom@hotmail.com

OWNER: Same as Applicant

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Address of Subject Property: 492 Chestnut Street, Clermont, FL 34711

General Location: Northeast Corner of Fifth & Chestnut Streets

Legal Description (include copy of survey): Lots 16, 18, 20, Block 44, Plat Book 8, Page 17, OR Book 972, Page 99,

Land Use (City verification required): Commercial

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

City of Clermont
Development Services Department
685 W. Montrose St.
P.O. Box 120219
Clermont, FL 34712-0219
(352) 304-4082 Fax: (352) 304-2542

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: 10078921
Phone: (352) 241-7331
Date: 07/19/18
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	07/31/2018	08/28/2018	\$150.16

LEGAL NOTICE

Notice is hereby given that the City of Clermont will consider a request for a Conditional Use Permit to allow for a commercial outdoor Ice Machine in a C-1 Light Commercial Zoning District.

LOCATION

492 Chestnut Street
Alternate Key 1612489

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, August 7, 2018 at 6:30pm.

A public meeting to consider the request will be held before the City Council on Tuesday, August 28, 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.

Tracy Ackroyd Howe, MMC
City Clerk

Ad No: 10078921
July 31, 2018 &
August 28, 2018

Payment Info	
Ad Price	\$150.16
Tax	\$0.00
Sub Total	\$150.16
Prepaid Amount	\$0.00
Balance Due	\$150.16



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date

Tuesday, September 11, 2018

Agenda Item Name

Ordinance No. 2018-26 *Final*
Bell Ceramics

Requested Action

Recommend approval of Ordinance 2018-26.

Staff Report

This request is an administrative request for the former Bell Ceramics Site that is approximately 6.96 +/- acres in size. The property is located between Second Street and East Ave, north of Palm Street.



This property is owned by the City of Clermont and was acquired in November 2003. The property is zoned R-2 Medium Density Residential and was acquired with the current zoning in place. The Clermont City Council recently approved to move forward on designing and constructing a public boat ramp facility on the property. In order to have the use of the property match the zoning, it was determined that PR Parks and Recreation zoning designation would be the most appropriate.

Section 122-280 of the Land Development Code indicates the purpose of a parks and recreation district is to designate and ensure that publicly owned areas of the city are preserved for park, open space, and recreational purposes for the benefit of the residents and the overall environment. The permitted uses include publicly owned recreational facilities that may include both active and passive facilities. The proposed public boat ramp facility would be a permitted use in this zoning designation. Therefore, staff recommends approval of the rezoning request from R-2 Medium Density Residential to PR Parks and Recreation zoning district. *The Planning and Zoning Commission recommended approval, 6-1.*

Additional Analysis

Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	2018-26 Bell Ceramic Ord	2018-26 Bell Ceramic Ord.doc
2.	Bell Ceramics Maps	Bell Ceramics Maps.pdf
3.	Bell Ceramics Legal Ad	Bell Ceramics Legal Ad.pdf



CITY OF CLERMONT
ORDINANCE NO. 2018-26

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.

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

SECTION 1.

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

LEGAL DESCRIPTION

A parcel of land bounded and described as follows:

Bounded on the West by the centerline of Second St as shown in Sunset heights according to the Plat thereof as recorded in Plat Book 5 Page 42, Public records of Lake County, Florida and the Northerly extension of said Second St. to the shores of Lake Minneola. Thence run Northeasterly along the shores of Lake Minneola to a point on the northerly extension of the West right of way line of East Ave. on said plat. Thence run Southerly along said extension and West right of way line of East Ave. to a point on the Northeast corner of the S30' of Lot 1 Blk 5 said Sunset Heights. Thence run Westerly to the North right of way line of Palm St. said plat. Thence run Southwesterly along said right of way to the centerline of Second St. said plat.

LOCATION

Northeast corner of the intersection of Second Street and Palm Street
(Former Bell Ceramics Site)
Alternate Key 3785878 & 3870644

**From: R-2 Medium Density Residential District
To: PR Parks and Recreation District**

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

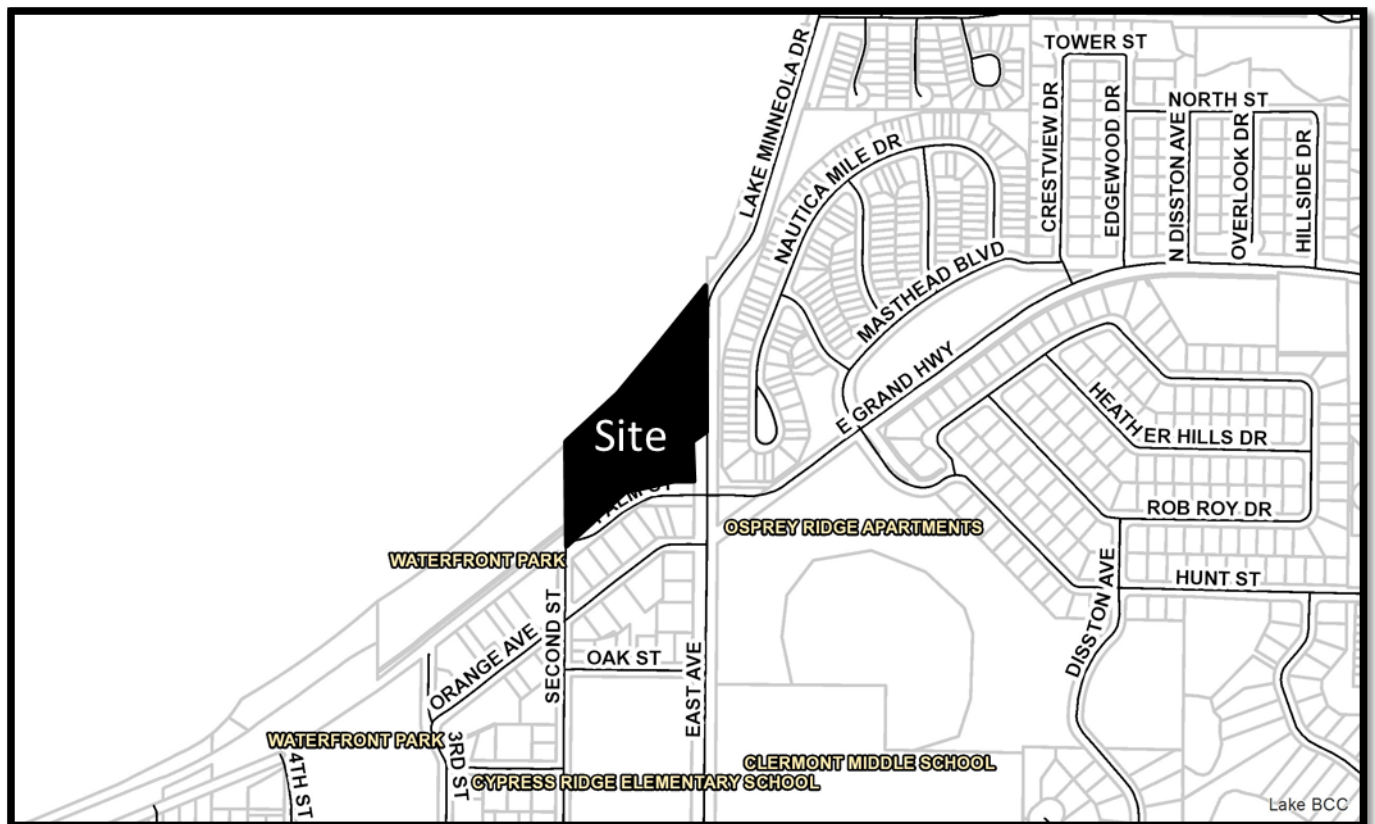
CITY OF CLERMONT
ORDINANCE NO. 2018-26

and effect from the Section to which such holding shall apply.

SECTION 4.

The provisions of this Ordinance shall be effective as provided by law.

Location map:





CITY OF CLERMONT
ORDINANCE NO. 2018-26

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 11th day of September, 2018.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map Bell Ceramics Boat Ramp Site

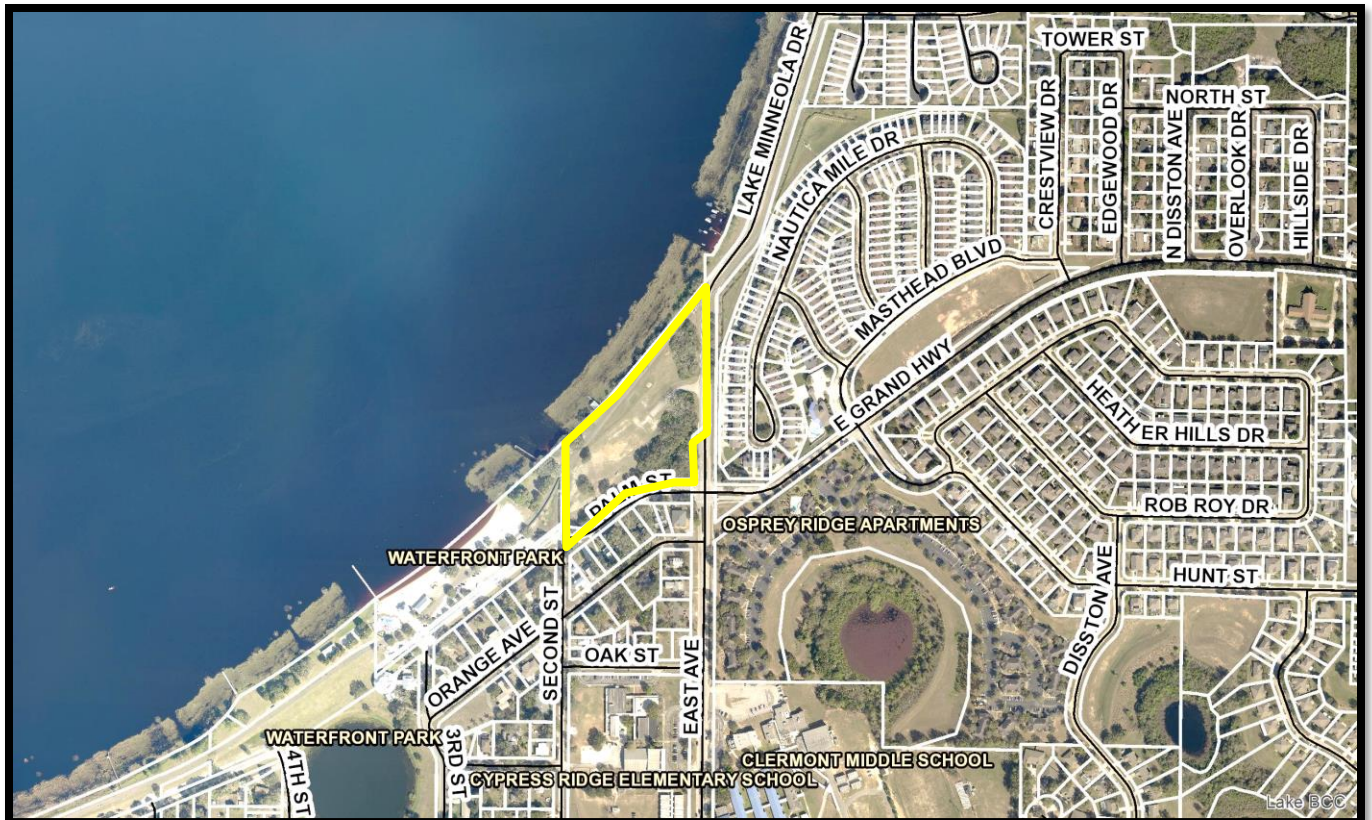
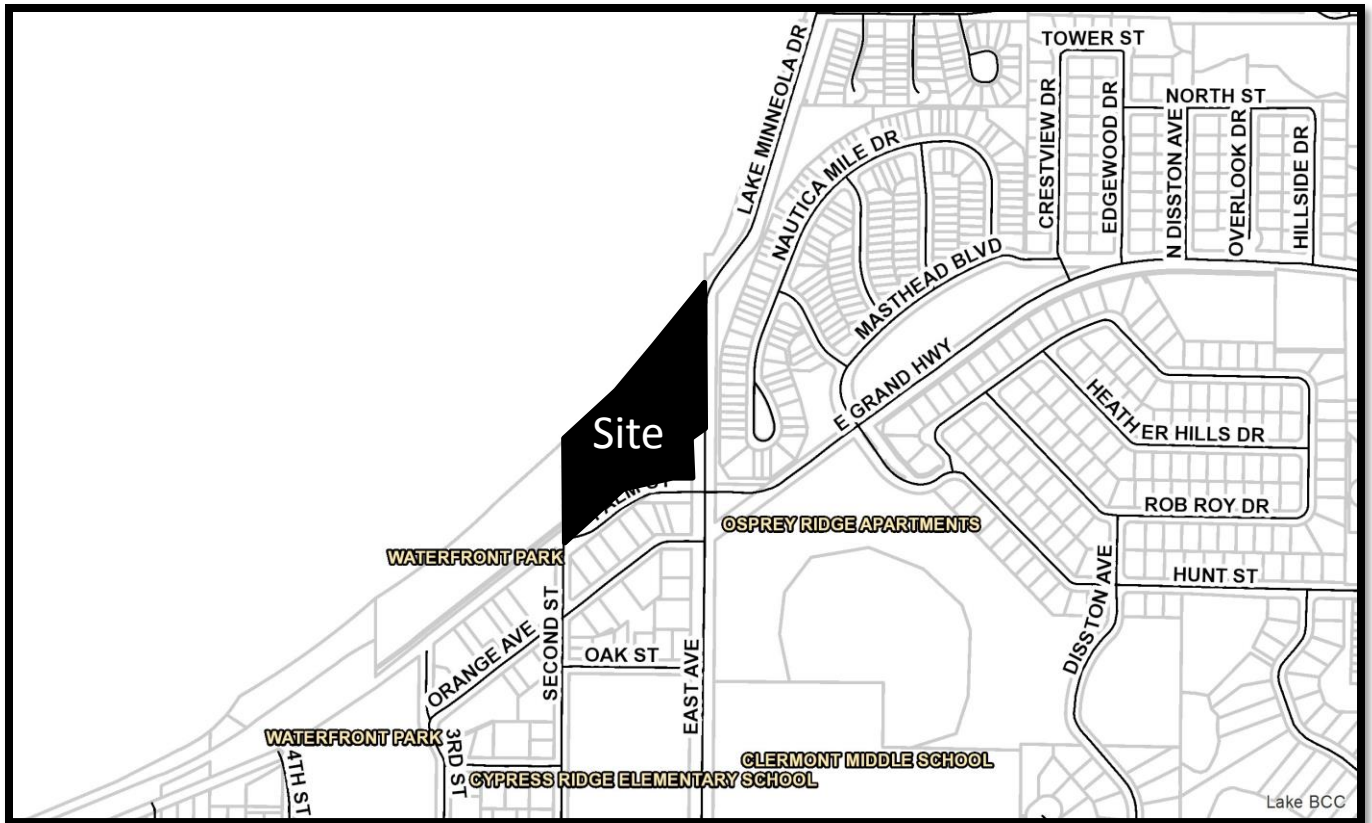


Exhibit - Zoning Map
Bell Ceramics Boat Ramp Site

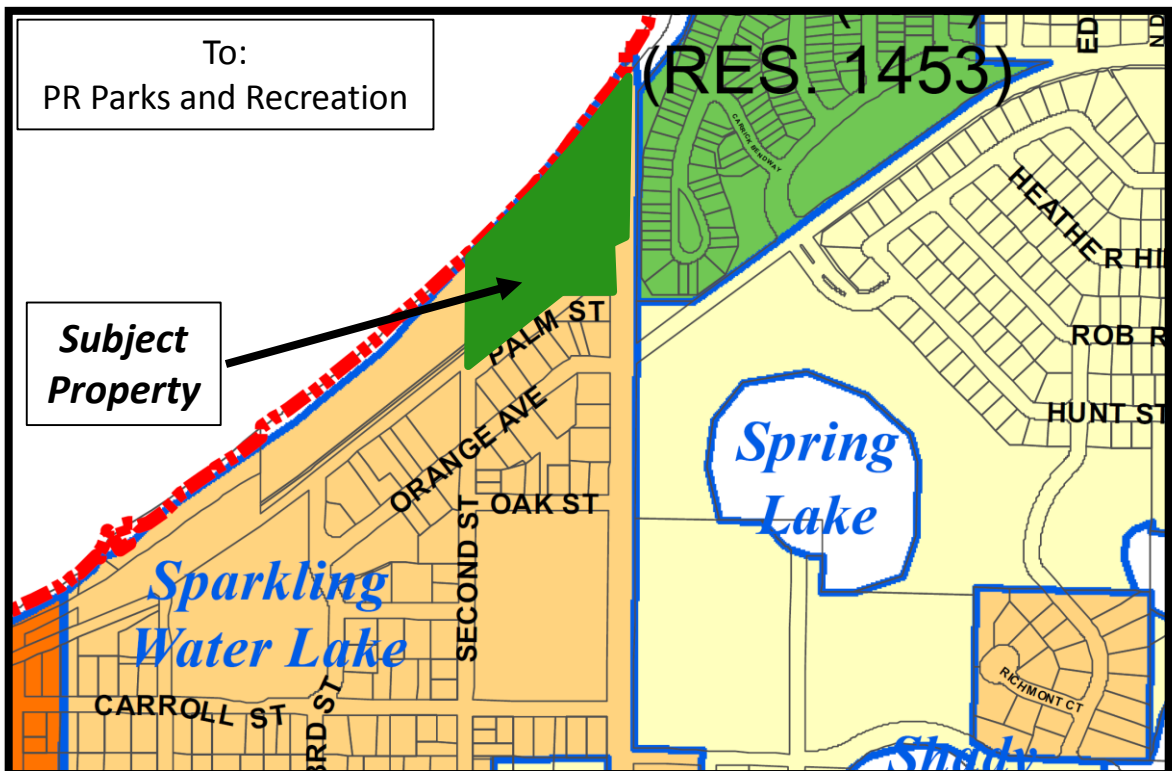
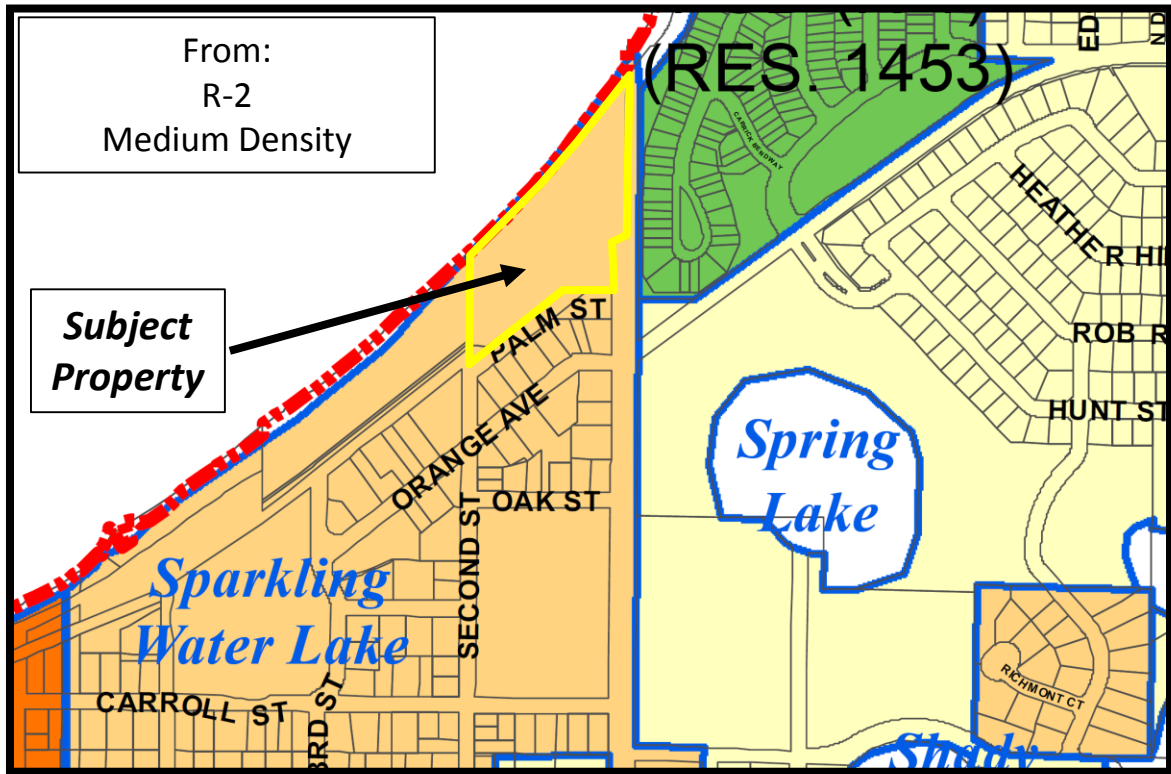
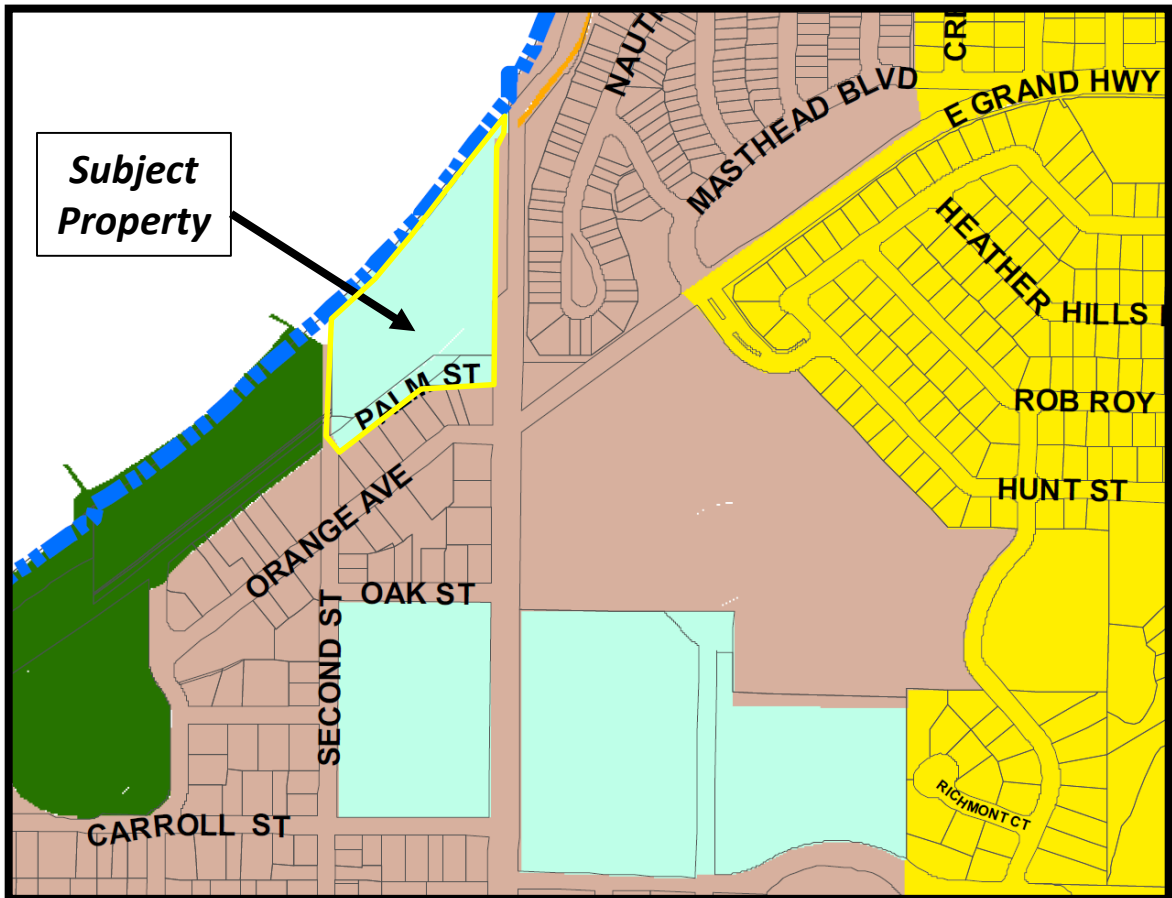


Exhibit – Future Land Use Map Bell Ceramics Boat Ramp Site



Legend

-  City Limits
-  Low Density Residential
-  Medium Density Residential
-  High Density Residential
-  Residential/Office
-  Office
-  Downtown MU
-  Commercial
-  Conservation
-  Industrial
-  Master Planned Development
-  Parks
-  Public Fac/Institutional

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: 10078600
Phone: (352) 241-7331
Date: 07/13/18
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	07/31/2018	08/28/2018	\$284.48

LEGAL NOTICE

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

ORDINANCE NO. 2018-26

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, an effective date and publication.

LOCATION

Northeast corner of the intersection of Second Street and Palm Street (Former Bell Ceramics Site)
Alternate Key 3785878 & 3870644

LEGAL DESCRIPTION

A parcel of land bounded and described as follows:

Bounded on the West by the centerline of Second St as shown in Sunset heights according to the Plat thereof as recorded in Plat Book 5 Page 42, Public records of Lake County, Florida and the Northerly extension of said Second St. to the shores of Lake Minneola. Thence run Northeasterly along the shores of Lake Minneola to a point on the northerly extension of the West right of way line of East Ave. on said plat. Thence run Southerly along said extension and West right of way line of East Ave. to a point on the Northeast corner of the S30' of Lot 1 Blk 5 said Sunset Heights. Thence run Westerly to the North

right of way line of Palm St. said plat. Thence run Southwesterly along said right of way to the centerline of Second St. said plat.

From: R-2 Medium Density Residential District
To: PR Parks and Recreation District

This request will be considered by the Planning & Zoning Commission on Tuesday, August 7, 2018 at 6:30 p.m. A public meeting to consider the request will be held before the City Council on Tuesday, September 11, 2018 at 6:30 p.m. for final enactment.

All meetings will be held at City Hall, located at 685 W. Montrose Street. This ordinance is available for public inspection in the office of the City Clerk, 685 W. Montrose St., Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you 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: 10078600
July 31, 2018 &
August 28, 2018

Payment Info	
Ad Price	\$284.48
Tax	\$0.00
Sub Total	\$284.48
Prepaid Amount	\$0.00
Balance Due	\$284.48



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, September 11, 2018	
Agenda Item Name	
Ordinance No. 2018-12 <i>Final</i> 607 & 619 Lake Ave Comprehensive Plan Amendment	
Requested Action	
Recommend approval of Ordinance No. 2018-12	
Staff Report	

This was tabled from the July 24, 2018 City Council meeting and the April 24, 2018 City Council Meeting. The applicants, OMBS LLC and Hunters Trace LLC, are seeking a small-scale comprehensive plan amendment for property that is approximately 0.52 +/- acres in size. This is a joint application that consists of two parcels. The property is located east of the Clermont City Center parking lot, southeast of the Minneola Ave. and Lake Ave. intersection. The OMBS property had a residential structure that was removed in the past few years. The owner has applied for PUD zoning to allow three 50 by 100 foot single-family residential lots on the OMBS property. The Hunters Trace property currently has a structure that is being used and may be redeveloped in the future.

The future land use is currently Medium Density Residential. The applicants desire a change to Downtown Mixed Use. The Downtown Mixed Use is adjacent to the property on two sides, the west and the south. The conversion would make a logical expansion of the Downtown Mixed Use to the north and east. This change would be a natural progression outward of the uses allowed in the Downtown Mixed Use.



Comprehensive Plan Objectives & Policies supporting the change include:

Objective 1.1: Discourage Urban Sprawl. The City shall discourage and/or reduce urban sprawl through a future land use pattern that promotes orderly, compact development and the provision of public facilities and services that minimize costs and environmental impacts and maximize efficiency.

Policy 1.1.3: The City shall encourage infill through the use of higher density and intensity land use designations and mixed-use designations in appropriate areas.

Policy 1.12.4: The City shall encourage the development of undeveloped pockets and enclaves within developed areas to utilize existing facilities efficiently.

Since the requested change promotes an orderly expansion and supported by the Comprehensive Plan, staff recommends approval of Ordinance 2018-12 for a small-scale comprehensive plan amendment to change the future land use from Medium Density Residential to Downtown Mixed Use. *The Planning and Zoning Commission recommended unanimous approval, 6-0.*

Additional Analysis	

Fiscal Impact Summary	

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)	
--	--

- | | | |
|----|------------------------------|--|
| 1. | 2018-12 607 619 Lake Ave CPA | Ordinance 2018-12 607-619 Lake Ave CPA.pdf |
| 2. | 607 Lake Ave Maps | 607 Lake Ave Maps.pdf |
| 3. | Site Photos | Site Photos.pdf |
| 4. | CPA Application | CPA Application.pdf |
| 5. | CPA Legal Ad Proof | CPA Legal Ad Proof.pdf |
| 6. | Continuance to July 24 2018 | Continuance to July 24 2018.pdf |



CITY OF CLERMONT
ORDINANCE NO. 2018-12

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.

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

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

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Clermont have held public hearings on the proposed amendment to the plan in light of written comments, proposals and objections from the general public;

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

SECTION 1.

After public hearings held by the City of Clermont Local Planning Agency and the Clermont City Council, the Future Land Use Map of the Comprehensive Plan of the City of Clermont is hereby amended by changing the following described property as shown:

LEGAL DESCRIPTION

Lots 1, 2, and 3, Block 56, the City of Clermont, according to the plat thereof as recorded in Plat Book 8, Pages 17 through 23, inclusive, Public Records of Lake County, Florida.

LOCATION

Southeast corner of the intersection of Lake Avenue & West Minneola Avenue
Alternate Key 1613191 & 1613205



CITY OF CLERMONT
ORDINANCE NO. 2018-12

CHANGE IN FUTURE LAND USE CLASSIFICATION

FROM: MEDIUM DENSITY RESIDENTIAL
TO: DOWNTOWN MIXED USE

SECTION 2.

If any portion of this Ordinance is declared invalid, the invalidated portion shall be severed from the remainder of the Ordinance, and the remainder of the Ordinance shall continue in full force and effect as if enacted without the invalidated portion, except in cases where such continued validity of the remainder would clearly and without doubt contradict or frustrate the intent of the Ordinance as a whole.

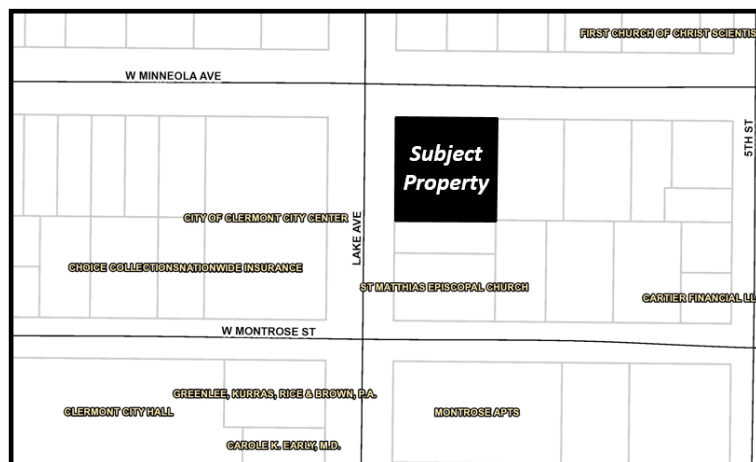
SECTION 3.

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

SECTION 4.

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

Location map:





CITY OF CLERMONT
ORDINANCE NO. 2018-12

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 11th day of September, 2018.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map
607 Lake Ave. & 619 Lake Ave.

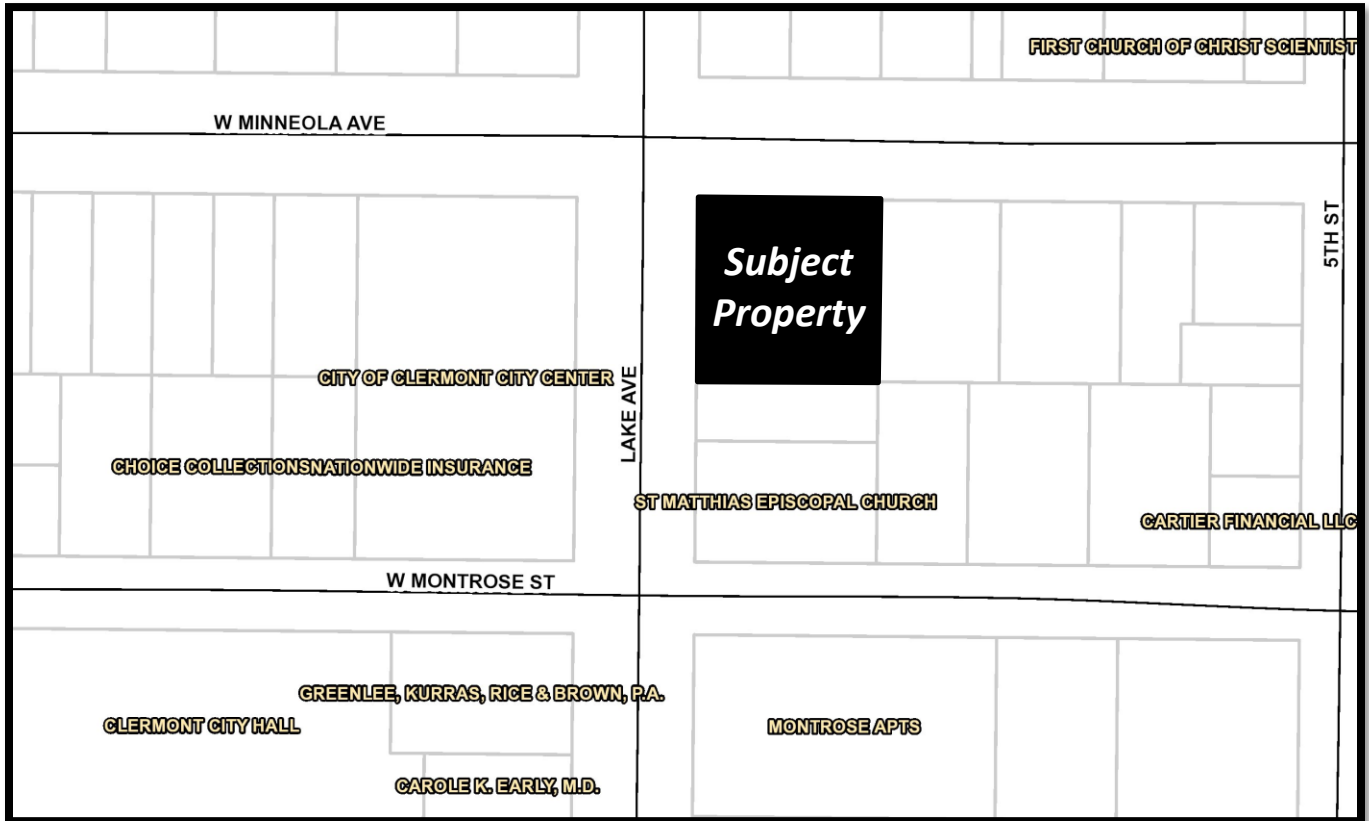


Exhibit – Future Land Use Map
607 Lake Ave. & 619 Lake Ave.

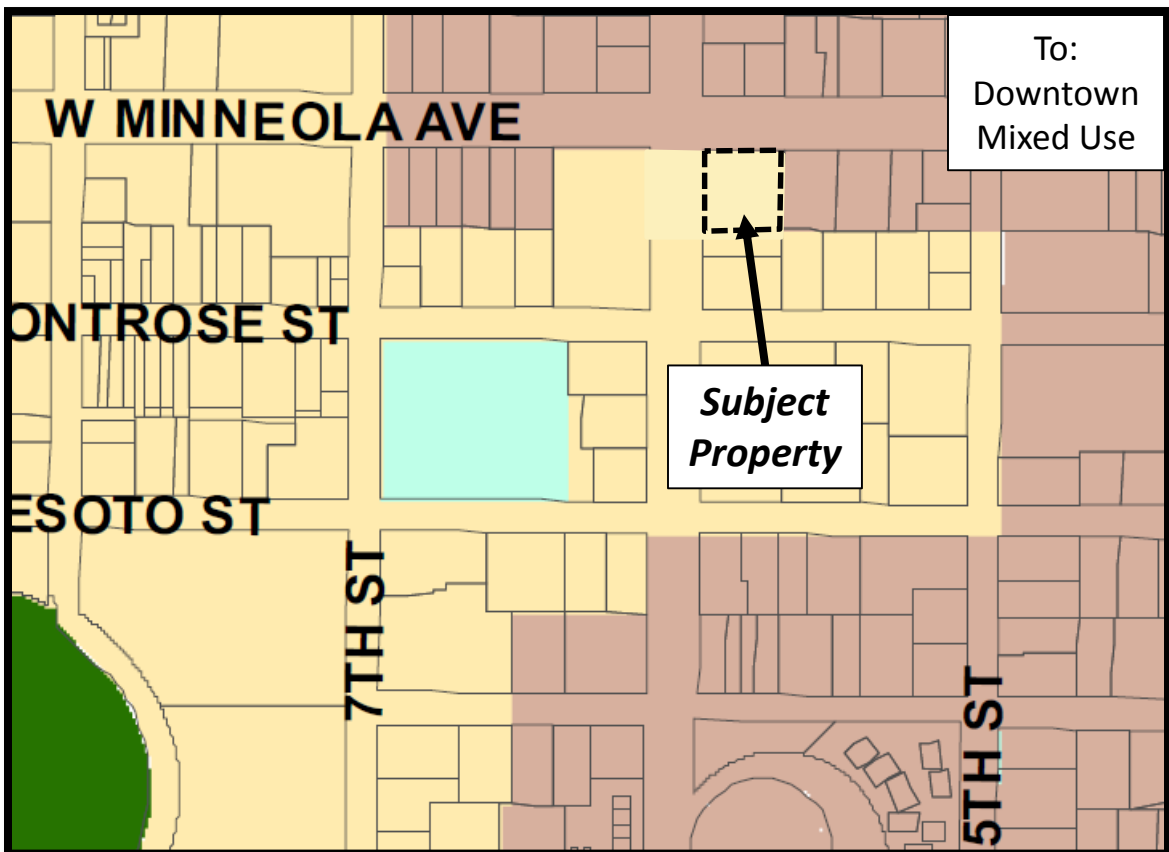
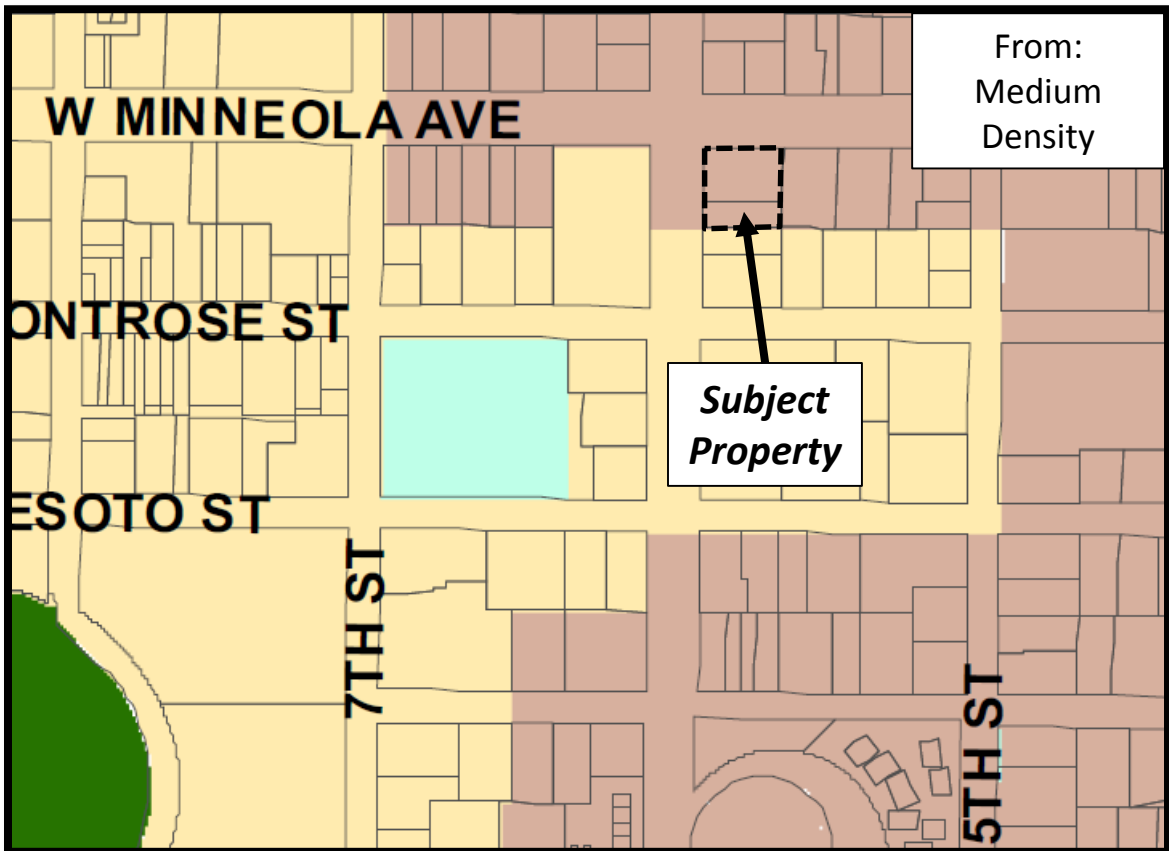
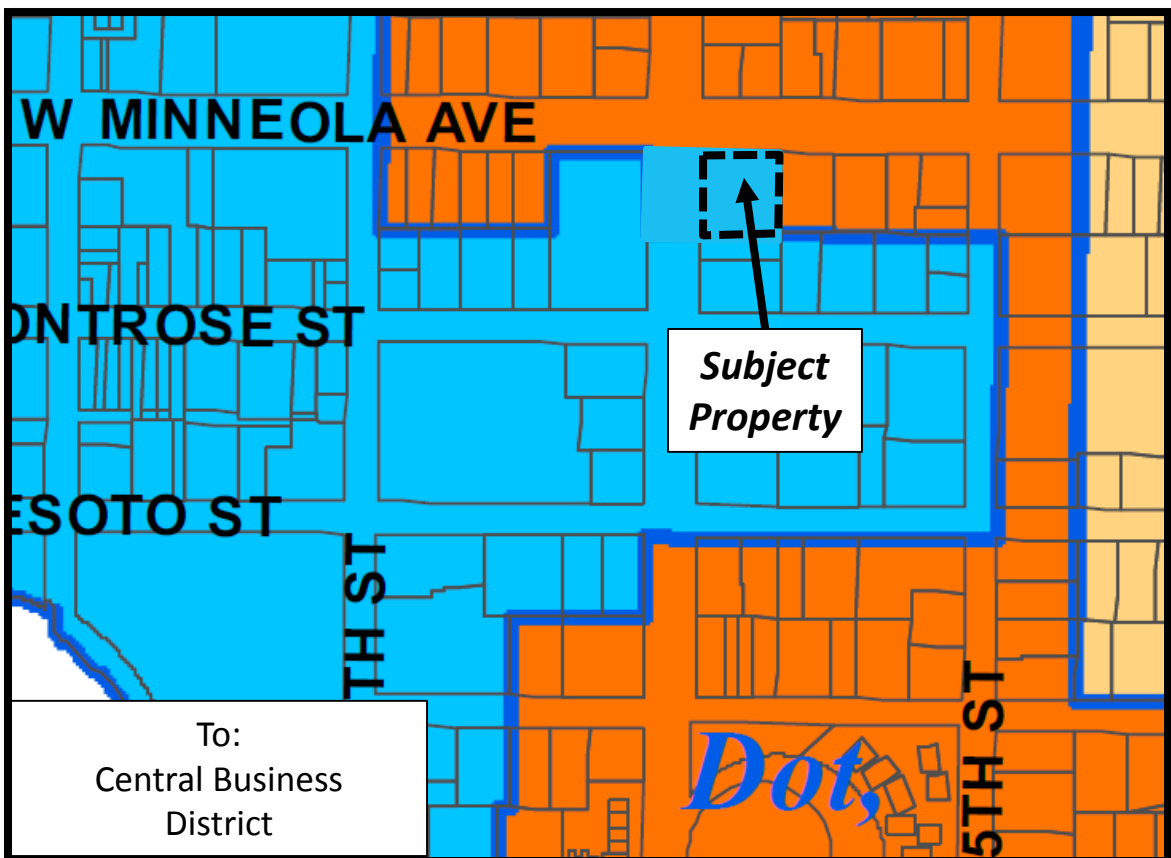
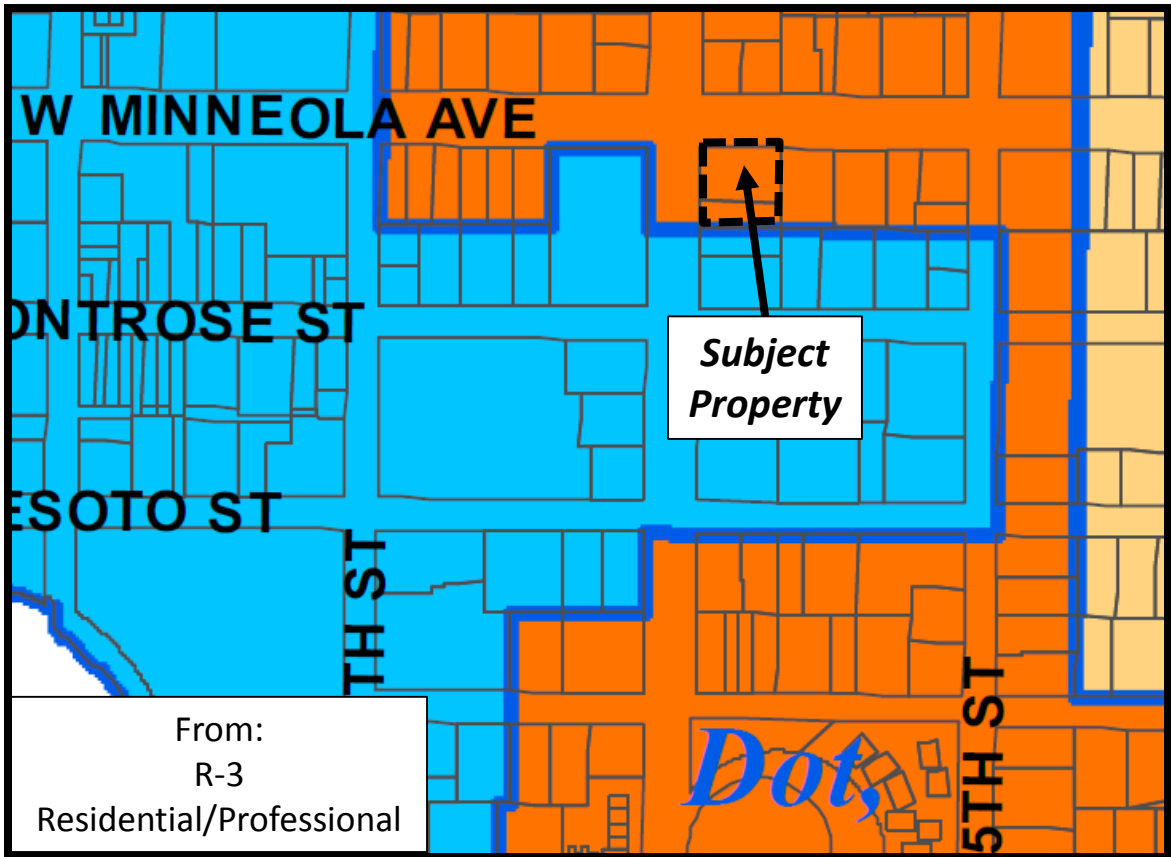


Exhibit - Zoning Map
607 Lake Ave. & 619 Lake Ave.



Site Photos – 607 & 619 Lake Ave



East of subject site



Northwest of subject site



North view



West view



CITY OF CLERMONT
COMPREHENSIVE PLAN AMENDMENT
Application

DATE: 3.1.18

FEE: 755 + AD

Project Name (if applicable): _____

Applicant: Omb's LLC & Hunter's trace LLC

Contact Person: Jayson A Stringfellow

Address: 1455 W Lakeshore Drive

City: Clermont State: FL Zip: 34711

Phone: 352-267-1104 Fax: _____

E-Mail: Envyx1@gmail.com

OWNER: Same as Applicant

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-Mail: _____

General Location: 607 Lake Ave

at

619 Lake Ave

Legal Description (include copy of survey): _____

Clermont lots 1, 2 BLK 56 PD 8 pg 17 ORB 5018
pg 703 / Clermont Lot 3 BLK 56 PD 8 pg 17
ORB 2171 pg 1870

Property size (in acres or square feet): 15,000 / 7500

Flood hazard area (yes) _____ and approx. acreage 0.52 (no) X

Existing (Actual) Land Use: Medium Density

Existing Zoning: R-3

Existing Future Land Use: Downtown Medium Density

Proposed Future Land Use: CBD Downtown

Type of development proposed: _____



Proposed density (dwelling units/acre) or intensity: _____

Proposed Zoning District: CBD

Summary of the proposed amendment content and effect that describes any changed conditions that would justify the proposed amendment, and why there is a need for the proposed amendment (use additional sheets if necessary).

The City of Clermont may require additional information to justify, clarify or explain the necessity of the requested Comprehensive Plan Amendment which may include the following:

- Information regarding the compatibility of the proposed land use amendment(s) with the Goals, Objectives and Policies of the Future Land Use Element and any other affected comprehensive plan elements.
- A description of how the proposed amendment(s) will result in an orderly and logical development pattern with existing and proposed land use(s) of the area.
- A description of the present availability of, and estimated demand on the following public facilities: potable water, sanitary sewer, transportation system and recreation, as appropriate.

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

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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



OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

Jayson Stringfellow, who being

by me first duly sworn on oath, deposes and says:

1. That he (she) is the fee-simple owner of the property legally described on the attachment of this application.
2. That he (she) desires a Future Land Use Amendment from MEDIUM DENSITY to Downtown Mixed Use for the property legally described on the attachment of this application.
3. That the owner of said property has appointed _____ to act as agent on his (her) behalf to accomplish the above. The owner is required to complete the APPLICANT'S AFFIDAVIT of this application if no agent is appointed to act in his (her) stead.

Jayson Stringfellow
Affiant - Applicant Name (print)

X [Signature]
Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 15 day of March, 2018



X L. Widican
Notary Public, State of Florida at Large

My Commission Expires: Dec 13, 2019



APPLICANT'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

Jayson Stringfellow, who being

by me first duly sworn on oath, deposes and says:

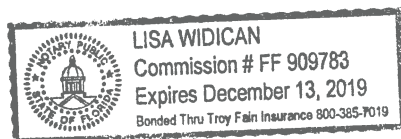
1. That he (she) affirms and certifies that he (she) understands and will comply with all ordinances, regulations and policies of Lake County, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his (her) knowledge and belief, and further, that this application and attachments shall become part of the official records of the City of Clermont, Florida, and are not returnable.
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Jay Stringfellow
Affiant - Applicant Name (print)

[Signature]
X
Affiant - Applicant Name (signature)

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or personally known by me this 15 day of March, 2018.



[Signature]
X
Notary Public, State of Florida at Large

My Commission Expires: Dec 13, 2019



OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

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TRACY WADE
Affiant - Applicant Name (print)

X Tracy Wade
Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 15th day of March, 2018.



X Dawn Stalaker
Notary Public, State of Florida at Large

My Commission Expires: 8-30-20

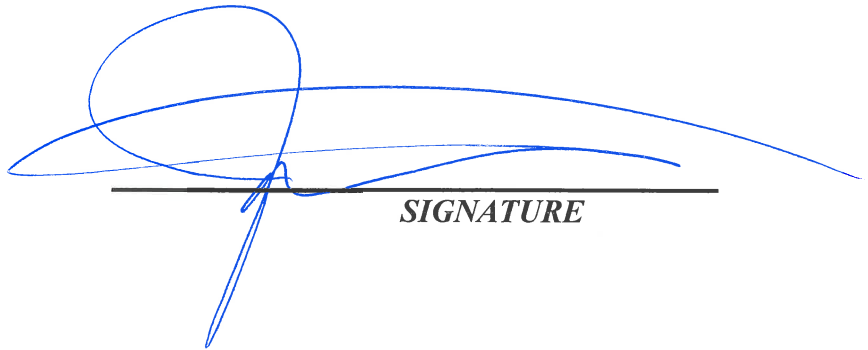
**Description of CUP Application for OMBS, LLC .
Supplement to page 2**

Applicant is requesting to decrease the minimum lot size and width for the referenced vacant lot located adjacent to the CBD in the downtown historic district. Applicant is requesting 50' wide lots with a reduction from 7500 square feet for each detached home to 5000 Square feet

Applicant is further using this application to encourage the City to explore the benefits of increased densities while maintaining the single family detached character of the downtown area. Currently the literal interpretation of the land development code provision incentivizes attached residential over smaller lot size detached single family. Allowing smaller lot sizes for detached dwellings would help maintain the character and promote economic stability in the downtown neighborhoods.

The intent of the code is to promote infill. This CUP will provide an example of how to transition from mixed-use areas to a comfortable urban residential neighborhoods.

Jayson A .Stringfellow
Applicant /Owner Name



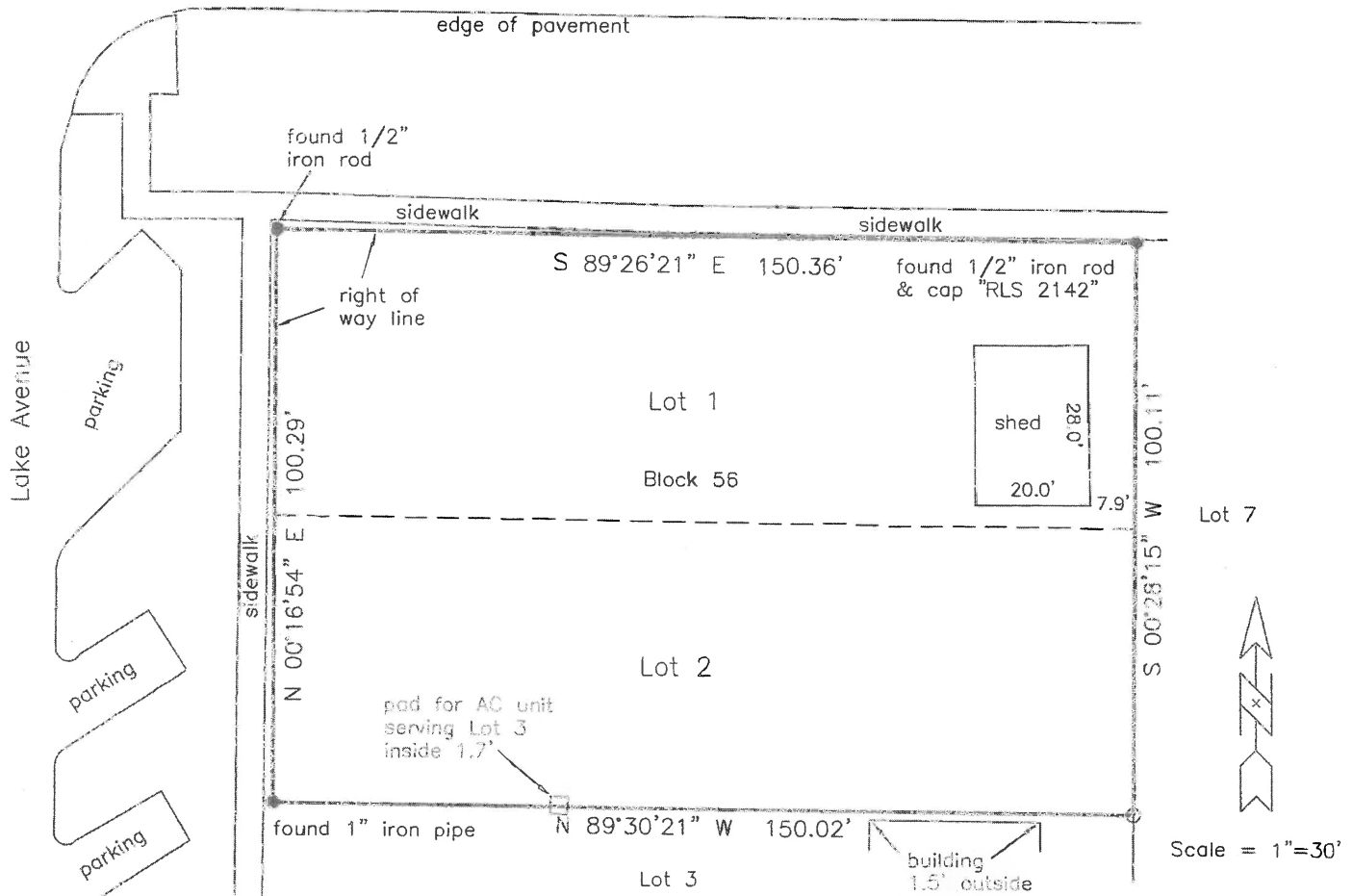
SIGNATURE

Map of Boundary Survey

West Minneola Avenue

Description:

Lots 1 and 2, Block 56, THE CITY OF CLERMONT, according to the map or plat thereof, as recorded in Plat Book 8, Page 17, Public Records of Lake County, Florida.



City of Clermont

I hereby declare that based on my examination of the Flood Insurance Rate Map number 12069C 0570 E dated Dec. 18, 2012, and that to the best of my knowledge, belief and my professional opinion that the subject property lies within flood zone X.

Notes:

- Bearings based on the West right of way of Lake Ave. as being N 00°16'54" E, an assumed meridian.
- Legal description from title commitment.
- Title commitment by Old Republic National Title Insurance Company file #00285-059 dated 10-02-17 was provided for this Survey.
- No adjacent or underground improvements, other than those shown, located this date.
- Subject property contains 0.345 acres, more or less.

LEGEND:

- Denotes set 1/2" iron rod & cap marked "LB 6980"

Surveyor's Certification

I hereby certify to OMBS, L.L.C.,

Old Republic National Title Insurance Company and Law Office of Anita Geraci-Carver, P.A. that this Map of Boundary Survey meets the Standards of Practice for surveys as set forth in Chapter 5J-17 Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Jeffrey P. Rhoden
JEFFREY P. RHODEN PSM #5322

10/18/17

STATE OF FLORIDA
UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS MAP/REPORT IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

Field Date 10/18/17	Prepared for: OMBS, L.L.C.	17067.001
Drawn by: JPR	Rhoden Land Surveying, Inc. LB #6980 420 E. Minnehaha Ave. Clermont, FL 34711 352-394-6255	
Scale: 1"=30'		



CITY OF CLERMONT
COMPREHENSIVE PLAN AMENDMENT
Application

DATE: 3.1.18

FEE: 755 + AD

Project Name (if applicable): _____

Applicant: Omb's LLC & Hunter's trace LLC

Contact Person: Jayson A Stringfellow

Address: 1435 W Lakeshore Drive

City: Clermont State: FL Zip: 34711

Phone: 352-267-1104 Fax: _____

E-Mail: Envyxl@gmail.com

OWNER: Same as Applicant

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-Mail: _____

General Location: 607 Lake Ave

&

619 Lake Ave

Legal Description (include copy of survey): _____

Clermont lots 1, 2 Bk 56 P 8 pg 17 ORB 5018
pg 703 / Clermont lot 3 Bk 56 P 8 pg 17
ORB 2171 pg 1870

Property size (in acres or square feet): 15,000 / 7500

Flood hazard area (yes) _____ and approx. acreage 0.52 (no) X

Existing (Actual) Land Use: Medium Density

Existing Zoning: R-3

Existing Future Land Use: Downtown Medium Density

Proposed Future Land Use: CBD Downtown

Type of development proposed: _____



Proposed density (dwelling units/acre) or intensity: _____

Proposed Zoning District: CBD

Summary of the proposed amendment content and effect that describes any changed conditions that would justify the proposed amendment, and why there is a need for the proposed amendment (use additional sheets if necessary).

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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
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COUNTY OF LAKE:

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Jayson Stringfellow
Affiant - Applicant Name (print)

X [Signature]
Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 15 day of March, 2018



X L. Widican
Notary Public, State of Florida at Large

My Commission Expires: Dec 13, 2019



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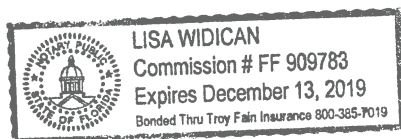
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Jay Stringfellow
Affiant - Applicant Name (print)

[Signature]
Affiant - Applicant Name (signature)

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[Signature]
Notary Public, State of Florida at Large

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Affiant - Applicant Name (print)

X Tracy Wade
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X Dawn Stalaker
Notary Public, State of Florida at Large

My Commission Expires: 8-30-20

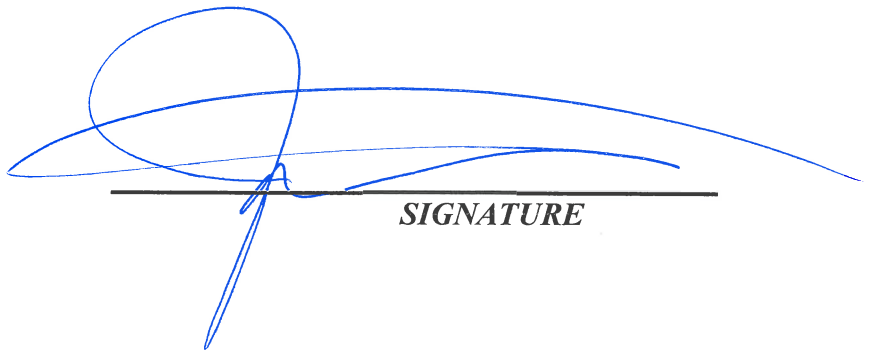
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Jayson A .Stringfellow
Applicant /Owner Name



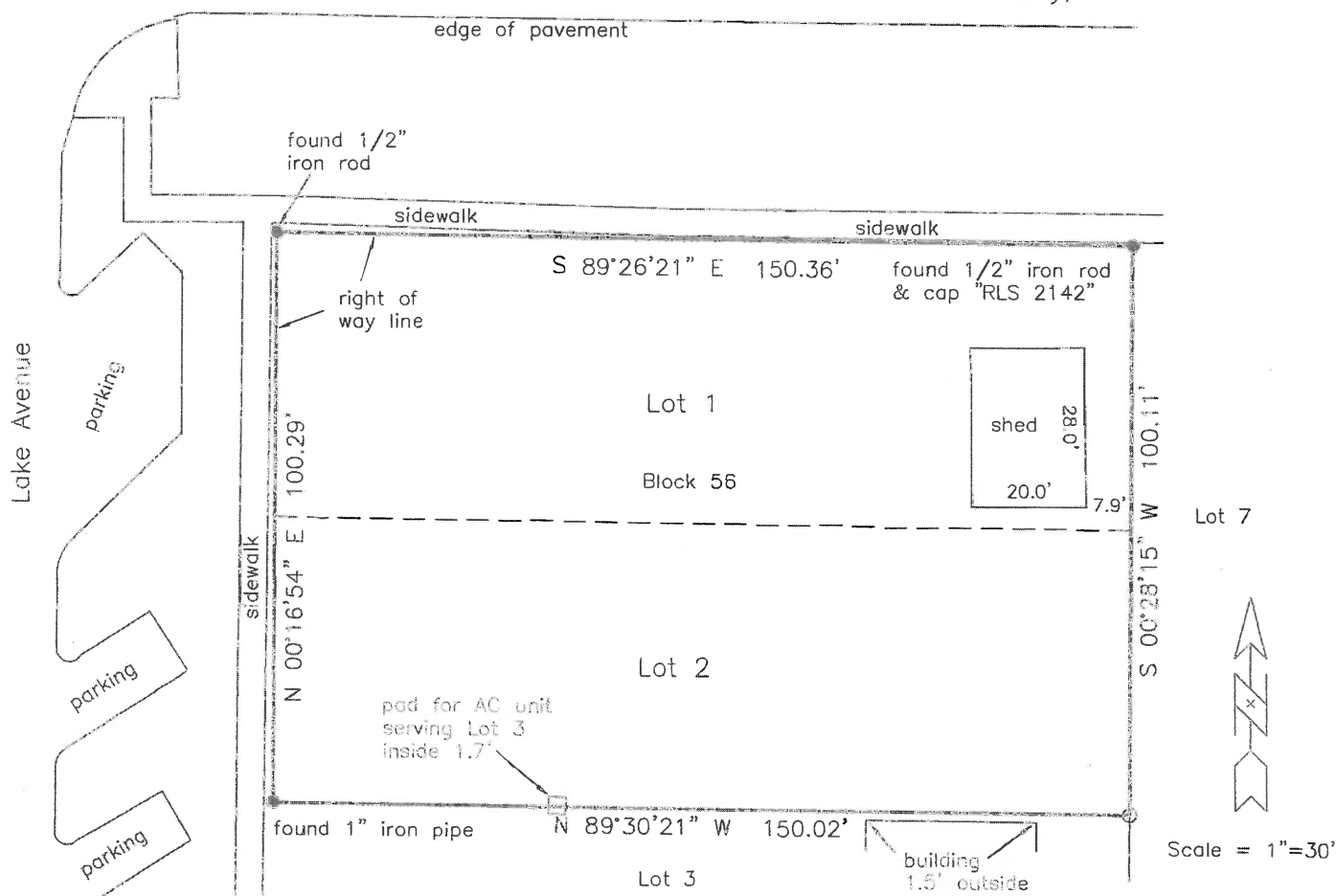
SIGNATURE

Map of Boundary Survey

Description:

Lots 1 and 2, Block 56, THE CITY OF CLERMONT, according to the map or plat thereof, as recorded in Plat Book 8, Page 17, Public Records of Lake County, Florida.

West Minneola Avenue



City of Clermont

I hereby declare that based on my examination of the Flood Insurance Rate Map number 12069C 0570 E dated Dec. 18, 2012, and that to the best of my knowledge, belief and my professional opinion that the subject property lies within flood zone X.

Notes:

- Bearings based on the West right of way of Lake Ave. as being N 00°16'54" E, an assumed meridian.
- Legal description from title commitment.
- Title commitment by Old Republic National Title Insurance Company file #00285-059 dated 10-02-17 was provided for this Survey.
- No adjacent or underground improvements, other than those shown, located this date.
- Subject property contains 0.345 acres, more or less.

Surveyor's Certification

I hereby certify to OMBS, L.L.C., Old Republic National Title Insurance Company and Law Office of Anita Geraci-Carver, P.A. that this Map of Boundary Survey meets the Standards of Practice for surveys as set forth in Chapter 5J-17 Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Jeffrey P. Rhoden
JEFFREY P. RHODEN PSM #5322
10/18/17

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LEGEND:

- Denotes set 1/2" iron rod & cap marked "LB 6980"

Field Date 10/18/17	Prepared for: OMBS, L.L.C.	17067.001
Drawn by: JPR	Rhoden Land Surveying, Inc. LB #6980 420 E. Minnehaha Ave. Clermont, FL 34711 352-394-6255	
Scale: 1"=30'		

COPY

Prepared by and return to:

Anita Geraci-Carver

Attorney at Law

Law Office of Anita Geraci-Carver, P.A.

1560 Bloxam Avenue

Clermont, FL 34711

352-243-2801

File Number: 00285-059

Will Call No.:

_____[Space Above This Line For Recording Data]_____

Warranty Deed

This Warranty Deed made this **25th** day of **October, 2017** between **Stephen Briddon and Nicola Briddon, husband and wife** whose post office address is **8707 Eton Court, Celebration, FL 34747**, grantor, and **OMBS, LLC, a Florida limited liability company** whose post office address is **1455 W. Lakeshore Drive, Clermont, FL 34711**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Lake County, Florida** to-wit:

Lots 1 and 2, Block 56, THE CITY OF CLERMONT, according to the map or plat thereof as recorded in Plat Book 8, Page 17, Public Records of Lake County, Florida.

Parcel Identification Number: 2422250100-056-00100

DOCUMENTARY STAMPS IN THE AMOUNT OF \$595.00 HAVE BEEN PAID. THE PURCHASE PRICE IS \$85,000.00

The property herein conveyed DOES NOT constitute the HOMESTEAD property of the Grantors.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2016**.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Donna L. Divine
Witness Name: Donna L. Divine

Anita Geraci-Carver
Witness Name: Anita Geraci-Carver

Stephen Briddon (Seal)
Stephen Briddon

Nicola Briddon (Seal)
Nicola Briddon

State of Florida
County of Lake

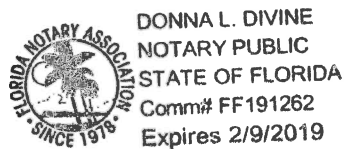
The foregoing instrument was acknowledged before me this 25th day of October, 2017 by Stephen Briddon and Nicola Briddon, who ☐ are personally known or ☒ have produced a driver's license as identification.

[Notary Seal]

Donna L. Divine
Notary Public

Printed Name: Donna L. Divine

My Commission Expires: February 9, 2019



John E. Kruse

From: Jayson A Stringfellow <ennyx1@gmail.com>
Sent: Tuesday, April 24, 2018 11:49 AM
To: John E. Kruse
Subject: Re-schedule

John,

Please reschedule Ordinance No. 2018-12-13 for 607 & 619 Lake Ave rezoning and Comp plan amendment to the City Council meeting scheduled on July 24 2018.

Thanks,

Jayson A Stringfellow
352-267-1104
ennyx1@gmail.com



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date								
Tuesday, September 11, 2018								
Agenda Item Name								
Ordinance No. 2018-13 607 & 619 Lake Ave Rezoning								
Requested Action								
Recommend approval of the withdrawal of Ordinance No. 2018-13								
Staff Report								
The applicant has requested a withdrawal of this rezoning request.								
Additional Analysis								
Fiscal Impact Summary								
Fiscal Impact	Fund Number and Description	Available Budget Amount						
Exhibits Attached (copies of original agreements)								
<table border="0"> <tr> <td>1.</td> <td>CBD Withdrawal LTR</td> <td>CBD Withdrawal LTR.pdf</td> </tr> <tr> <td>2.</td> <td>Continuance to July 24 2018</td> <td>Continuance to July 24 2018.pdf</td> </tr> </table>			1.	CBD Withdrawal LTR	CBD Withdrawal LTR.pdf	2.	Continuance to July 24 2018	Continuance to July 24 2018.pdf
1.	CBD Withdrawal LTR	CBD Withdrawal LTR.pdf						
2.	Continuance to July 24 2018	Continuance to July 24 2018.pdf						

John E. Kruse

From: Ennyx <ennyx1@gmail.com>
Sent: Monday, August 27, 2018 3:25 PM
To: John E. Kruse
Subject: Re: CBD Rezoning #2018-12

Yes sorry I did mix the numbers— you are correct. Withdraw the CBD zoning and continue the comp plan change to mixed use.

Jayson A Stringfellow
352-267-1104

On Aug 27, 2018, at 10:10 AM, John E. Kruse <jekruse@clermontfl.org> wrote:

Jayson,

Just to clarify, you want to withdrawal the CBD rezoning (2018-13) but continue with the Comp Plan change to Downtown Mixed Use (2018-12). I believe you had the numbers mixed up on your email.

John

From: Jayson A Stringfellow <ennyx1@gmail.com>
Sent: Monday, August 27, 2018 9:49 AM
To: John E. Kruse <jekruse@clermontfl.org>
Subject: CBD Rezoning #2018-12

John,

Please withdraw the application for the rezoning of 607 & 619 Lake Ave.

Best,

Jayson A Stringfellow
352-267-1104
ennyx1@gmail.com

<image001.png>

Website: <https://www.clermontfl.gov/>

PLEASE NOTE: Under Florida law, e-mail addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

John E. Kruse

From: Jayson A Stringfellow <ennyx1@gmail.com>
Sent: Tuesday, April 24, 2018 11:49 AM
To: John E. Kruse
Subject: Re-schedule

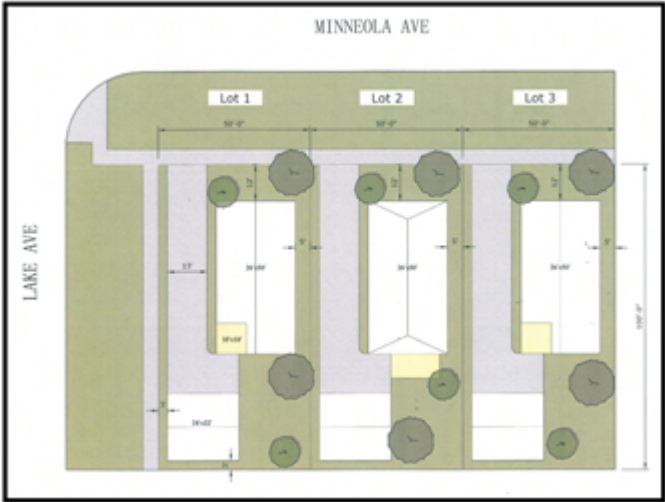
John,

Please reschedule Ordinance No. 2018-12-13 for 607 & 619 Lake Ave rezoning and Comp plan amendment to the City Council meeting scheduled on July 24 2018.

Thanks,

Jayson A Stringfellow
352-267-1104
ennyx1@gmail.com

AGENDA ITEM

Meeting Date	
Tuesday, September 11, 2018	
Agenda Item Name	
Ordinance 2018-31 <i>Introduction</i> 607 Lake Ave PUD Rezoning	
Requested Action	
Recommend introduction of Ordinance 2018-31.	
Staff Report	
The applicant, OMBS LLC, is seeking a rezoning from R-3 Residential/Professional District to Planned Unit Development (PUD) on property that is approximately 0.345 +/- acres in size. This zoning would coincide with the Downtown Mixed Use future land change that is also being requested by the applicant. The property had a residential structure that was removed in the past few years and the site will be redeveloped. The applicant originally sought a rezoning to the Central Business District (CBD). However, with some concerns over the allowable permitted uses in the CBD, the applicant requested a PUD to provide assurance of only single-family residential use would occur on the property. The applicant desires to have three 50 by 100 foot lots for single-family use. The applicant has provided a conceptual site plan showing the lots and the footprint of the proposed structures on each lot.  The applicant desires to place the garages on the rear portion of the property behind the residential structure and push the homes up along the street. This type of development is gaining support in urban core areas that allow redevelopment to encourage a wide mix of homes of various sizes and prices mixed into neighborhoods. The setbacks have been reduced to maximize the building area of the lot. The PUD ordinance contains the condition that the site can only be used for single-family residential with no commercial use of the property. The proposed PUD is not in conflict with the Comprehensive Plan. The proposal meets the standards in regards to Section 122-315, Review Criteria for a PUD. Therefore, staff recommends approval of Ordinance 2018-31 for a Planned Unit Development to be developed in substantial accordance with the conceptual site plan listed as exhibit A in the ordinance.	

Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	2018-31 PUD Ordinance 607 Lake Ave Formatted	2018-31 PUD Ordinance 607 Lake Ave Formatted.docx
2.	607 Lake Ave Maps	607 Lake Ave Maps.pdf
3.	Conceptual Site Plan	Conceptual Site Plan.pdf
4.	Site Photos	Site Photos.pdf
5.	607 Lake Ave Legal Ad PUD	607 Lake Ave Legal Ad PUD.pdf



CITY OF CLERMONT
ORDINANCE NO. 2018-31

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

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

SECTION 1.

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

LEGAL DESCRIPTION

Lots 1, and 2, Block 56, THE CITY OF CLERMONT, according to the plat thereof as recorded in Plat Book 8, Pages 17 through 23, inclusive, Public Records of Lake County, Florida.

Containing a total of 0.345 acres, more or less.

LOCATION

Southeast corner of the intersection of Lake Avenue & West Minneola Avenue
Alternate Key 1613191

**From: R-3 Residential/Professional
To: Planned Unit Development (PUD)**

SECTION 2. General Conditions

This application for a Planned Unit Development to allow for a three lot single family subdivision; be granted subject to the following conditions:

1. The conditions as set forth in this Planned Unit Development shall be legally binding upon any heirs, assigns and successors in title or interest.
2. The property shall be developed in substantial accordance with the Planned Unit Development Conceptual Development Plan, Exhibit A. Formal construction plans incorporating all conditions stated in this permit shall be submitted for review and approved by the Site Review Committee prior to the issuance of a Zoning Clearance or other development permits.



CITY OF CLERMONT
ORDINANCE NO. 2018-31

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.

SECTION 3. Land Uses and Specific Conditions

1. The project will consist of three (3) single family lots fronting on an existing public streets.
2. Development Standards for the development are listed in the table below.

<u>Design Item</u>	<u>50' Lot</u>
Minimum Lot Area	5,000 square feet
Minimum Living Area	1,000 square feet
Minimum Lot Width	50'
Minimum Lot Depth	100'
Minimum Front Primary Building setback	12'
Minimum Detached Garage Building setback	Must be located in rear yard behind primary structure
Minimum Side Yard Setback	3'
Minimum Driveway Setback	3'
Minimum Rear Yard Setback	3'
Maximum Impervious Surface Ratio (ISR)	0.75

3. The project shall be developed according to the R-3 Residential/Professional zoning designation in the Land Development Code, unless expressly stated above. No commercial uses of the property shall be allowed.

SECTION 4.

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

SECTION 5.

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

SECTION 6.

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

SECTION 7.

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

Location map:

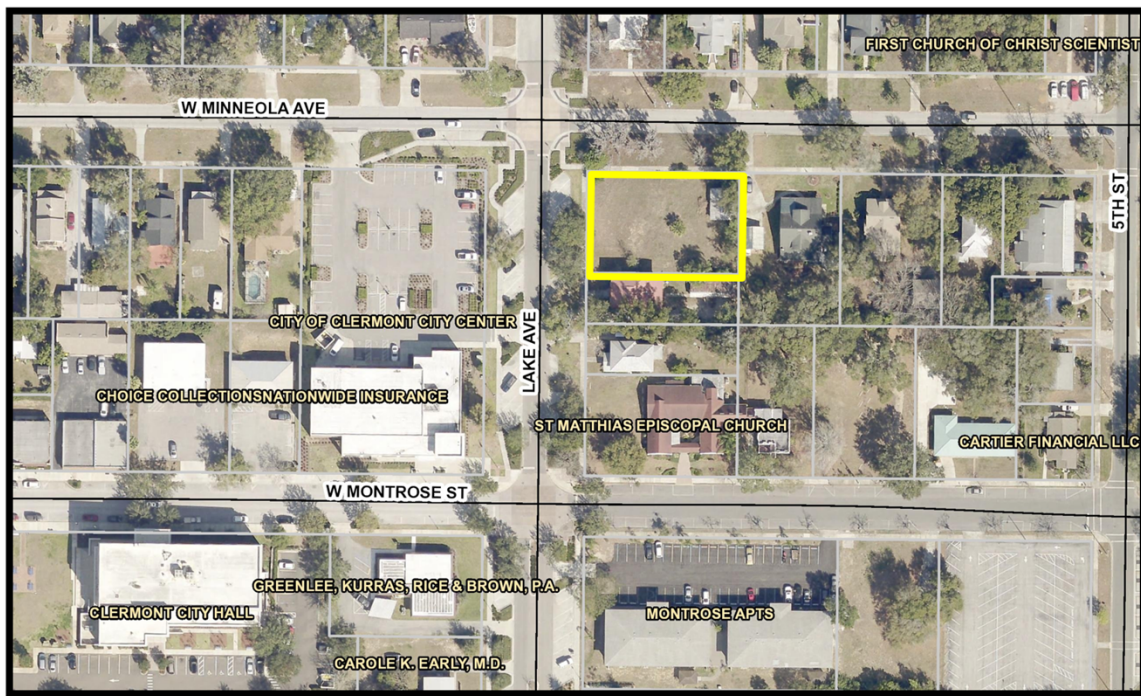
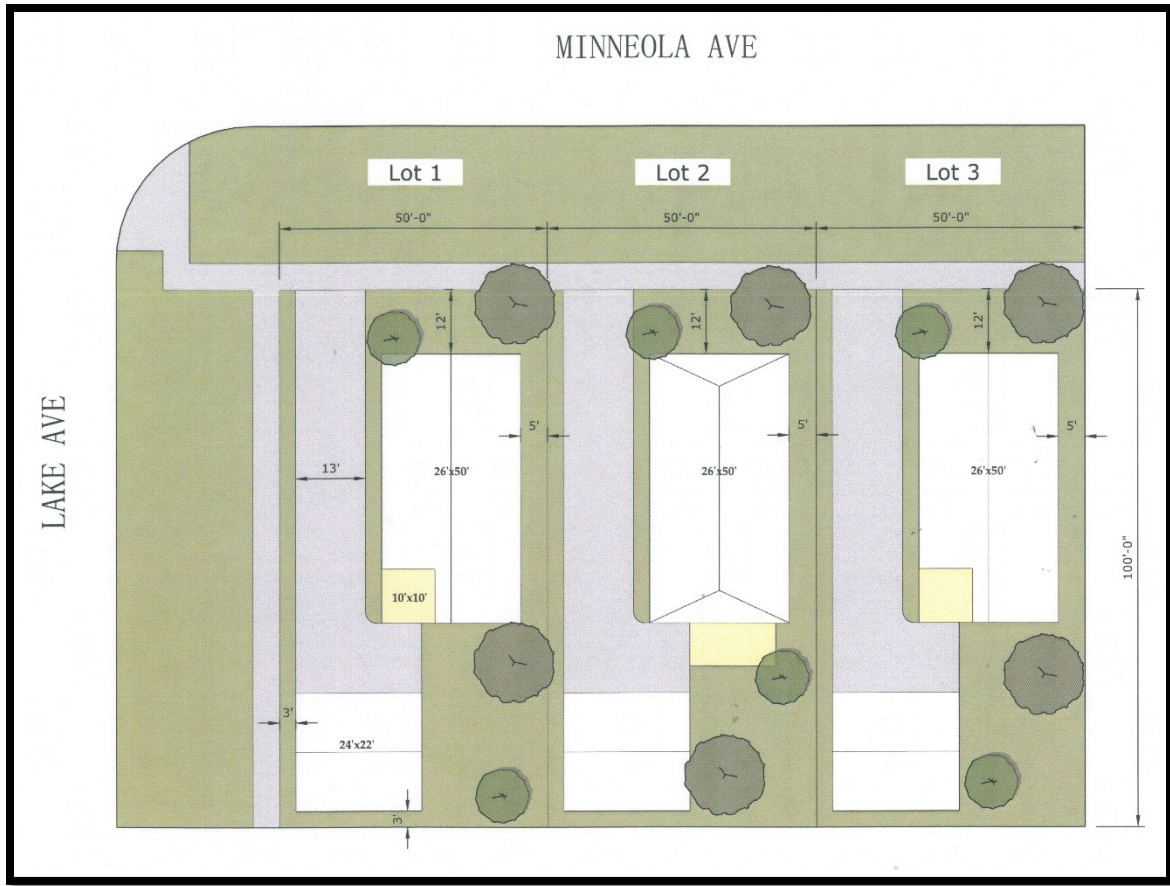


EXHIBIT A





CITY OF CLERMONT
ORDINANCE NO. 2018-31

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 25th day of September, 2018.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map 607 Lake Ave.

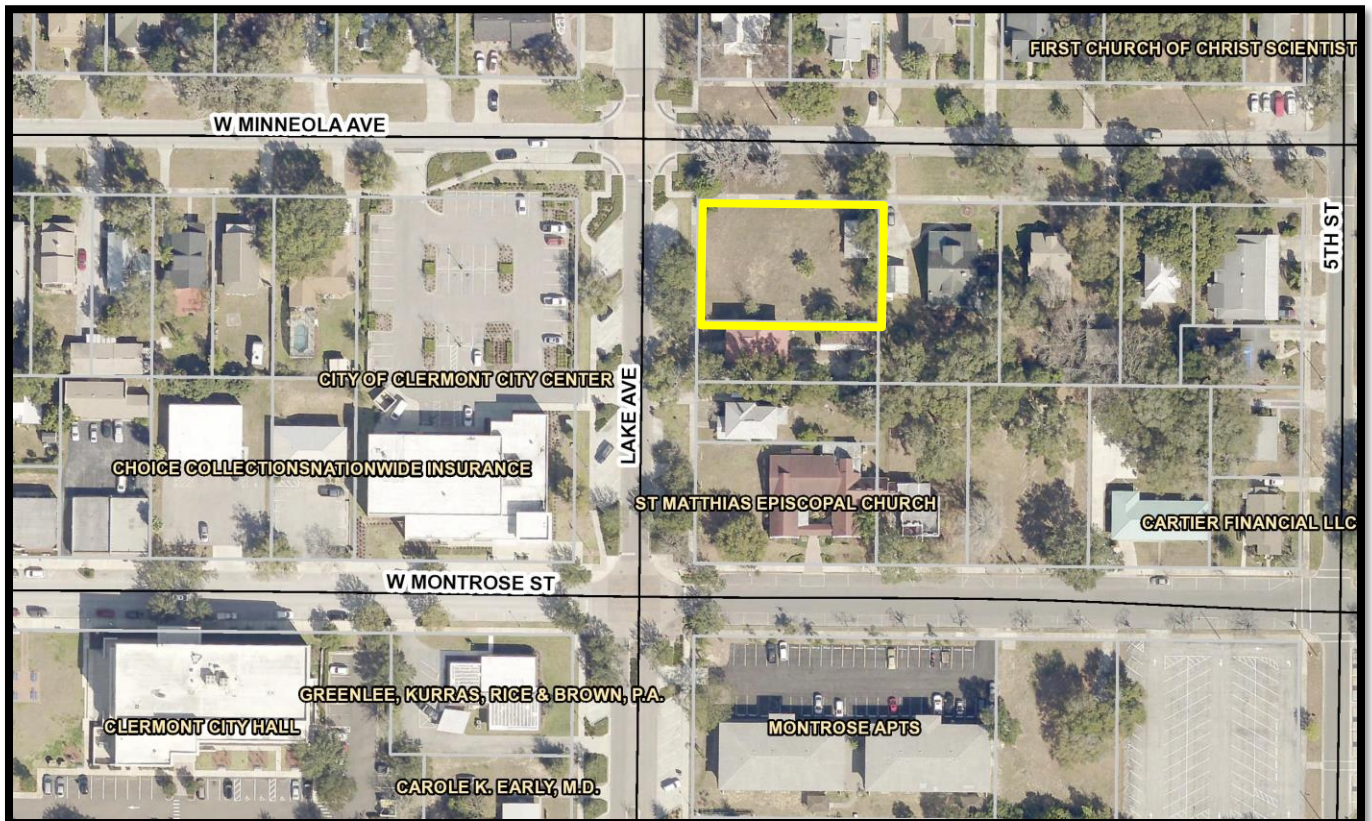


Exhibit - Zoning Map
607 Lake Ave.

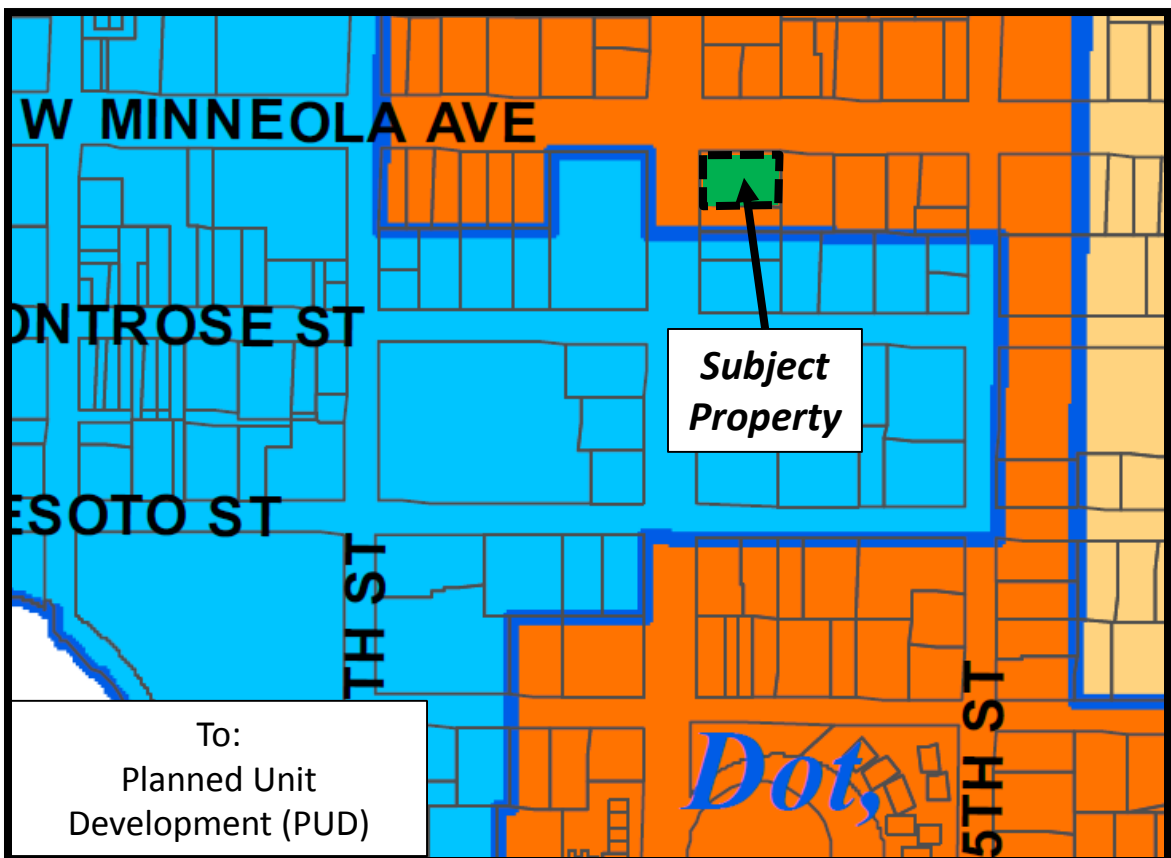
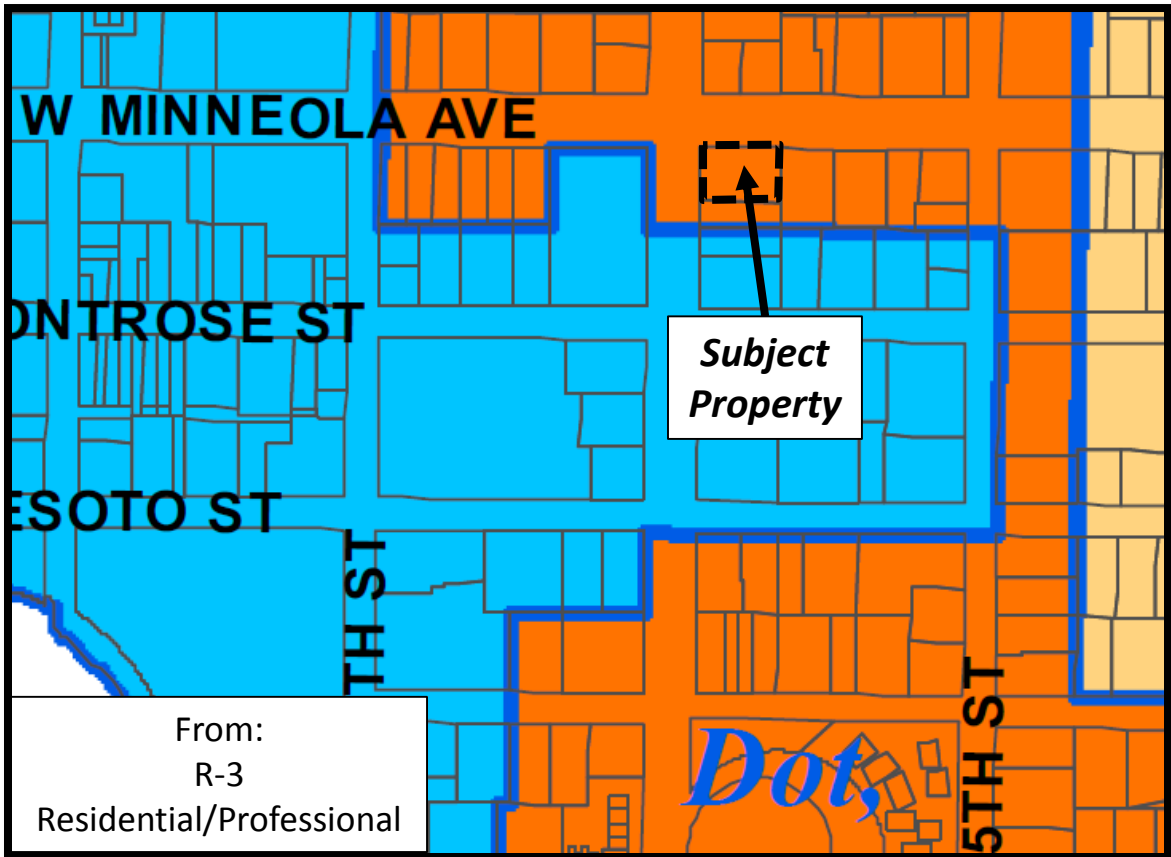
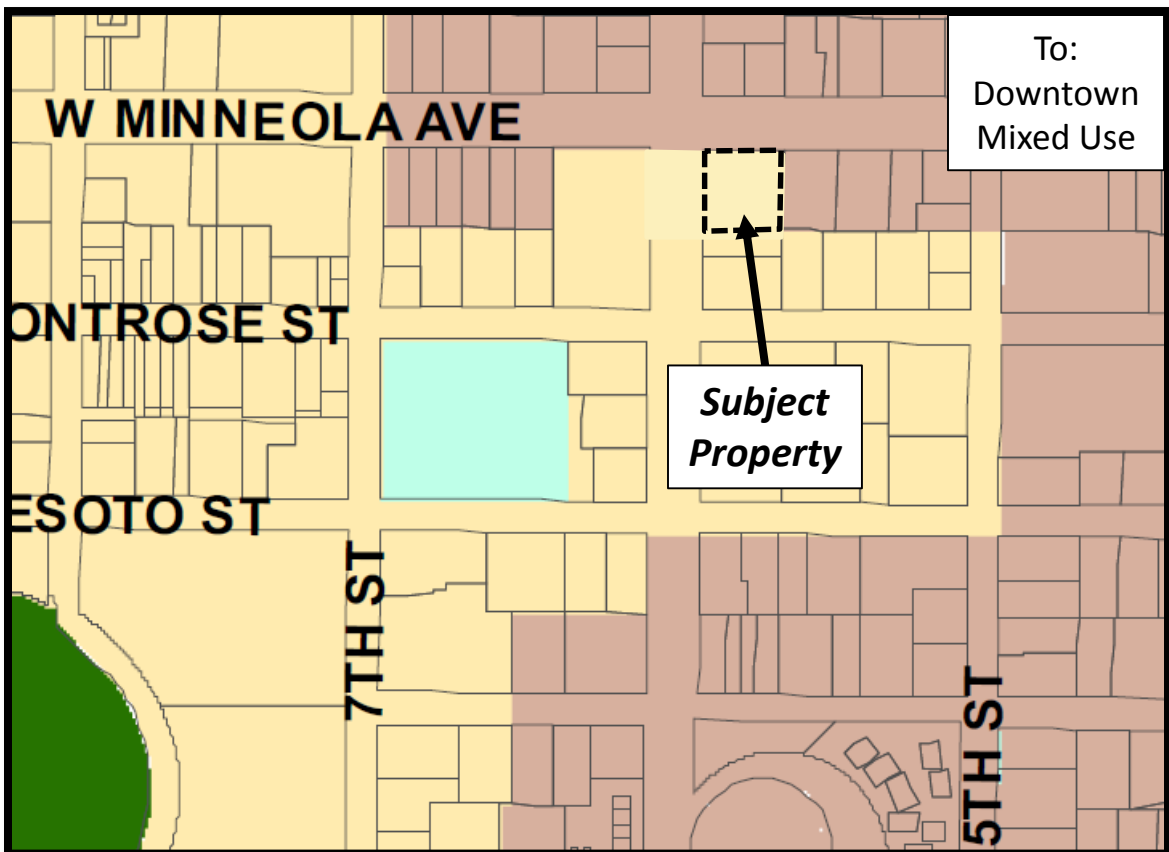
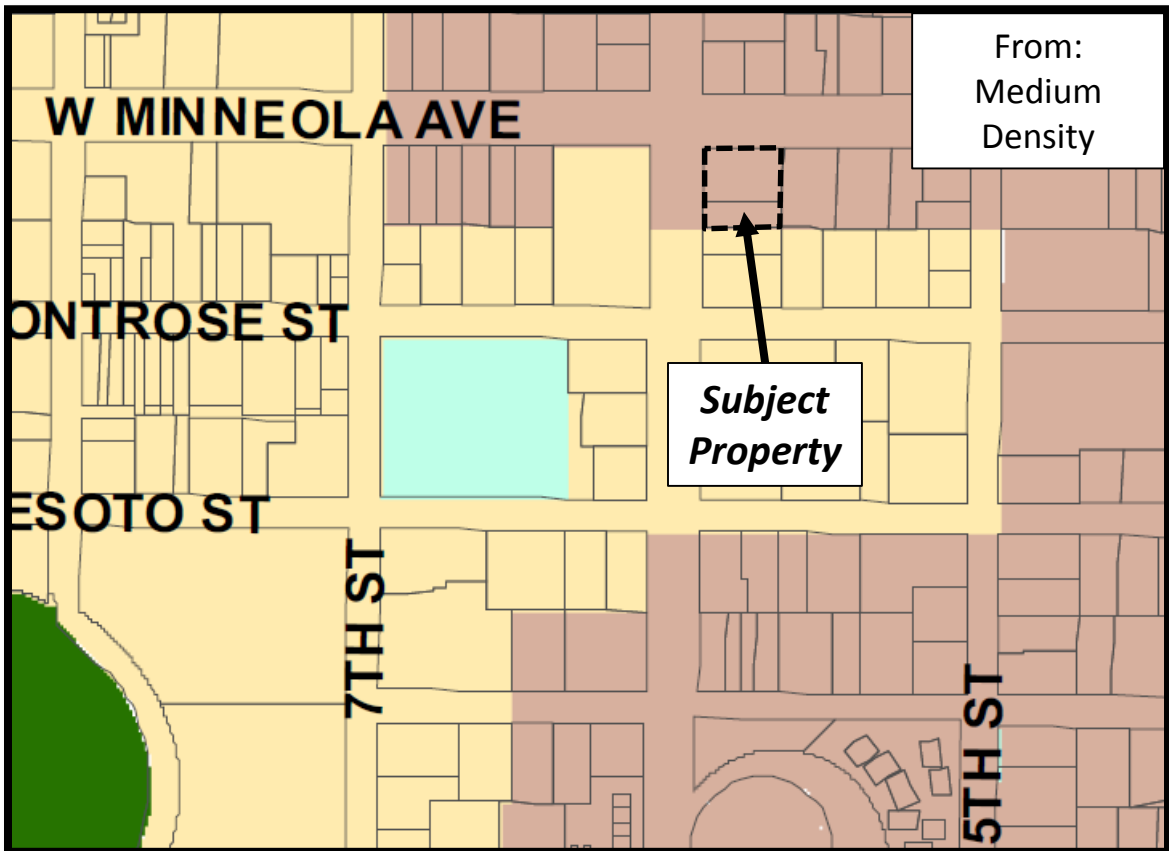
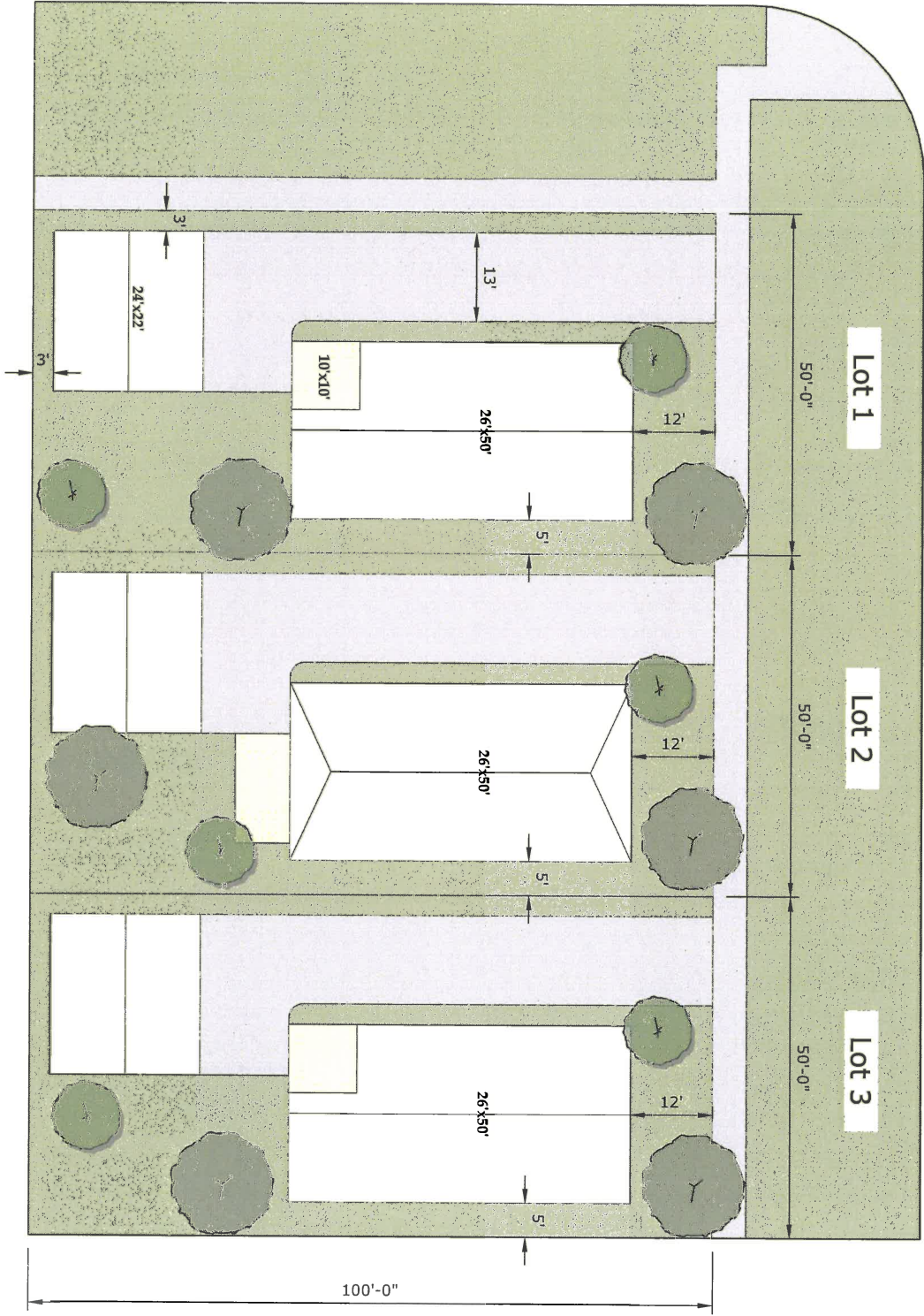


Exhibit – Future Land Use Map
607 Lake Ave. & 619 Lake Ave.



LAKE AVE

MINNEOLA AVE



Site Photos – 607 Lake Ave



East of subject site



Northwest of subject site



North view



West view

Advertising Receipt

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

Account Number: 7101866
Order Number: 10079824
Phone: (352) 241-7331
Date: 08/20/18
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	08/28/2018	09/11/2018	\$211.48

LEGAL NOTICE

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

ORDINANCE NO. 2018-31

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, an effective date and publication.

located at 685 W. Montrose Street. This ordinance is available for public inspection in the office of the City Clerk, 685 W. Montrose St., Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M. Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you may need to ensure that a verbatim record is made.

Tracy Ackroyd Howe, MMC
City Clerk

Ad No: 10079824
August 28, 2018 &
September 11, 2018

LOCATION

Southeast corner of the intersection of Lake Ave. & West Minneola Ave.
Alternate Key 1613191

LEGAL DESCRIPTION

Lots 1, and 2, Block 56, THE CITY OF CLERMONT, according to the plat thereof as recorded in Plat Book 8, Pages 17 through 23, inclusive, Public Records of Lake County, Florida. Alternate Key 1613191

The above described tract of land contains 0.345 acres more or less.

From: R-3 Residential/ Professional
To: Planned Unit Development (PUD)

This request will be considered by the Planning & Zoning Commission on Tuesday, September 4, 2018 at 6:30 p.m.

A public meeting to consider the request will be held before the City Council on Tuesday, September 25, 2018 at 6:30 p.m. for final enactment.

All meetings will be held at City Hall,

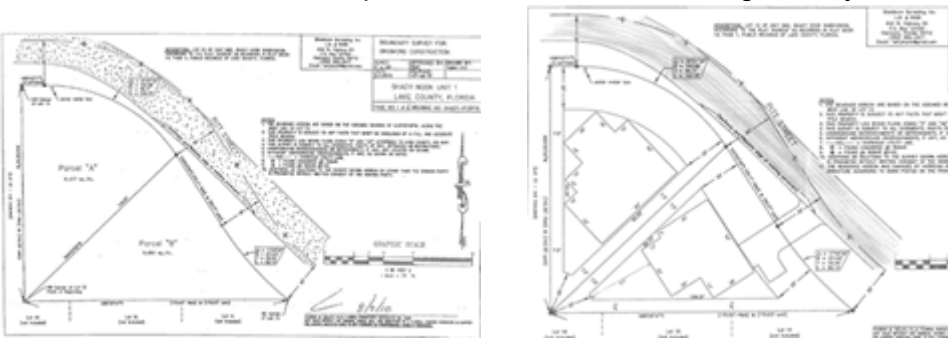
Payment Info	
Ad Price	\$211.48
Tax	\$0.00
Sub Total	\$211.48
Prepaid Amount	\$0.00
Balance Due	\$211.48



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, September 11, 2018	
Agenda Item Name	
Variance Request	
Requested Action	
Recommend approval of variance request.	
Staff Report	
The applicant, is requesting a variance to the Land Development Code (LDC) to allow for a minimum lot size less than 10,000 square feet as required by the Land Development Code, Section 122-124(1). The current zoning of the property is R-1 Single Family Medium Density Residential, which requires a minimum 10,000 square feet of lot area. The applicant would like to split the existing platted lot to allow two (2) 8,000 square foot lots for construction of two (2) new single family homes. The construction of the two single family homes will not require any additional variances to the Land Development Code. However, the single family lots will be considered as nonconforming.  Staff has reviewed the application as submitted and is able to support the requested minimum lot size of 8,000 square feet. The evidence as presented, will not have a negative visual impact from the two new single family residential homes for the lots. The applicant has removed the existing dilapidated home that was destroyed by a tree. The proposed lots will not be out of character with the neighborhoods and surrounding areas. The existing neighborhood character has a mixture of new and existing single family homes and lot sizes. The proposed new single family homes will be an improvement to the community and will not be detrimental to the health, welfare and safety of residents residing and working in the area. The construction of the two new single family homes will not be in conflict with the City's Comprehensive Plan. Section 86-174 of the Land Development Code requires a positive finding on the Review Criteria and Findings in order to grant a variance. Staff has reviewed the application as submitted and finds that four meet these findings in a positive way and recommends approval of the variance request.	
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-498 Pitt Street - Variance	New 86-174 Review Criteria-498 Pitt Street - Variance.pdf	
2.	498 Pitt Street-Location Map	498 Pitt Street-Location Map.pdf	
3.	Zoning Map	Zoning Map.pdf	
4.	Site Plan-Survey 2	Site Plan-Survey 2.pdf	
5.	Adjacent Property Pictures	Adjacent Property Pictures.pdf	
6.	Application	Application.pdf	
7.	498 PIT STREET VARIANCE	498 PIT STREET VARIANCE.pdf	

498 Pitt Street - 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 or negatively impact the standard of living of the citizens of the city;
Applicant response: Two (2) brand new homes will increase the value of the adjacent homes and surrounding homes in community.

Staff comments: The applicant is requesting a variance to the Land Development Code, Section 122-124, which require a minimum lot size of 10,000 square feet. The applicant would like split an existing lot to create two (2) 8,000 square feet lots. The lot as platted had a dilapidated building that has been demolished. The applicant is proposing construction of two brand new single family homes on the lots.

Positive finding

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

Staff comments: The variance will allow reasonable use of the property and the proposed lots area of 8,000 square feet will not be out of character with other properties in the surrounding neighborhoods. The two single family homes as presented will be able to comply with setback requirements and meet the land development regulations for the R-1 zoning designation.

Positive finding

- (3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance was denied;
Applicant response: No answer provided by Applicant.

Staff comments: The variance request as presented, will allow the construction of two new single family homes, that will provide an improvement to the area and will be similar in character to other homes in the surrounding neighborhoods.

Positive finding

- (4) The granting of the variance is consistent with the city’s comprehensive plan;
Applicant response: Should not create any other hardship.

Staff comments: The variance request is consistent with the city’s comprehensive plans and land use.

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 criterion if the variance was denied;

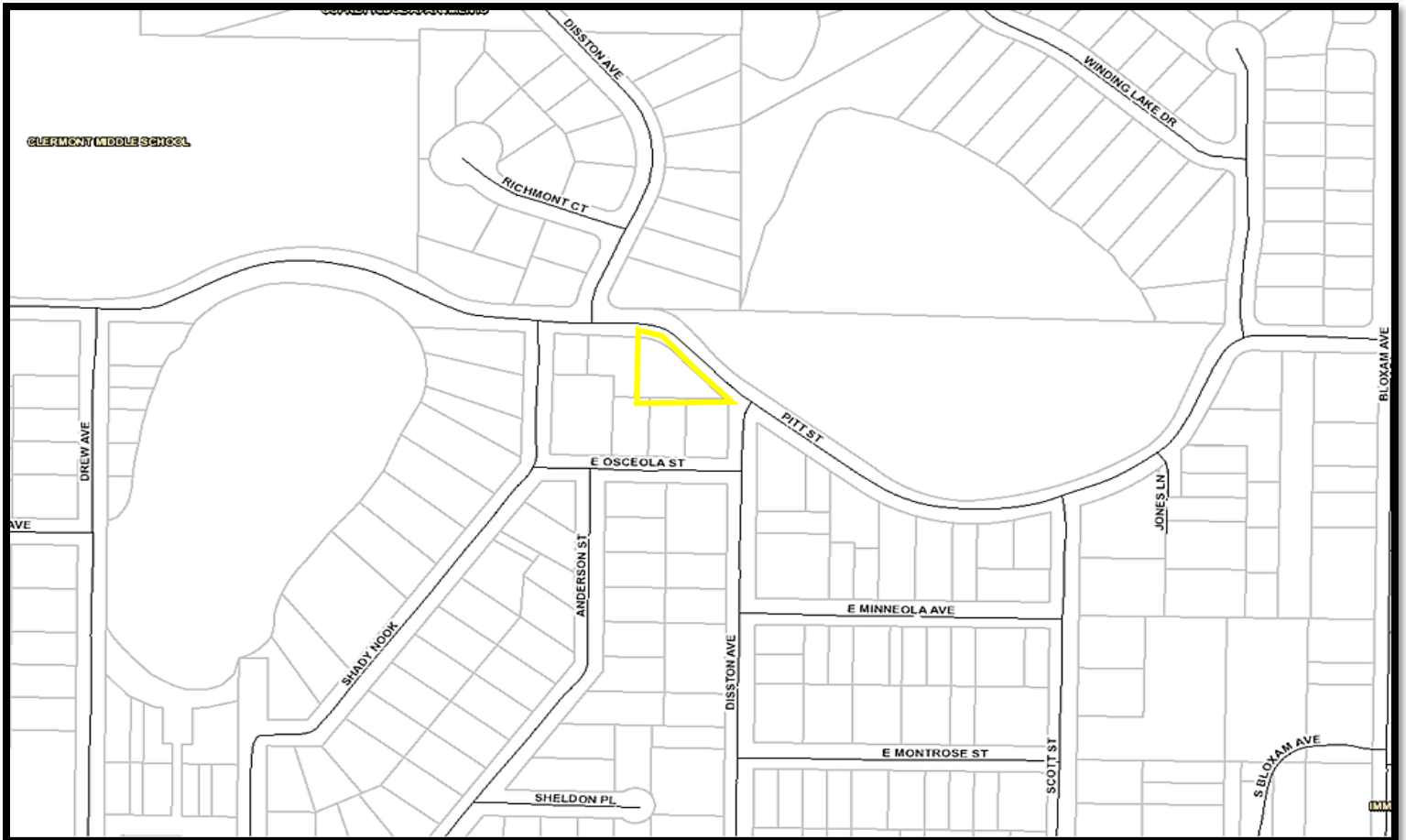
Applicant response: No answer provided by Applicant.

Staff comments: The variance as requested is the minimum variance that will allow construction of two single family residential homes for the 8,000 square feet lot areas. However, the applicant may develop the property as platted and construct one single family home that will meet the code and not require a variance.

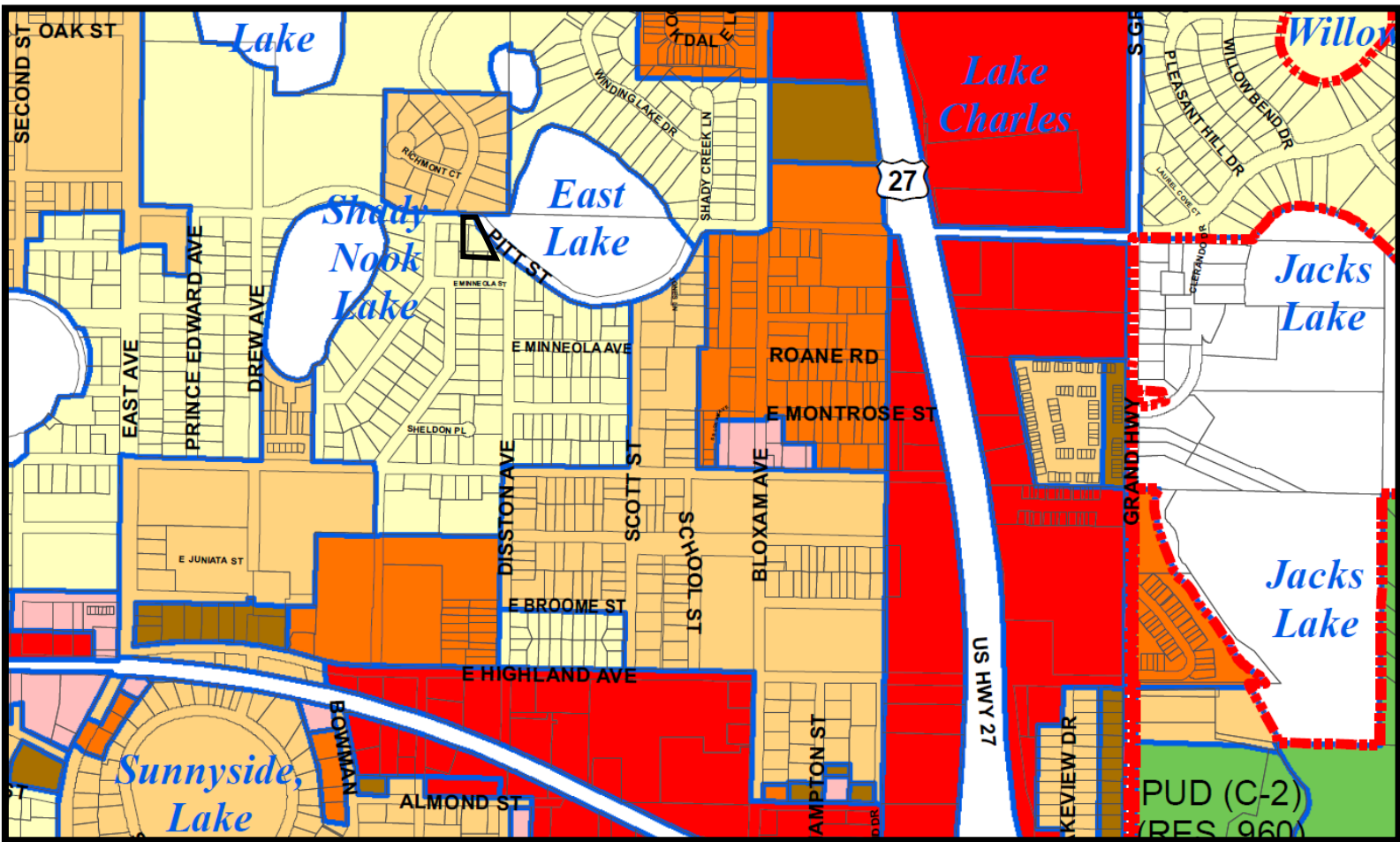
Negative finding

STAFF RECOMMENDATION: 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 has reviewed the application as presented and finds that four can meet a positive finding. Therefore, staff recommends **approval** of the variance request to the Land Development Code.

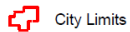
498 Pitt Street – Location Map



498 Pitt Street - Zoning Map



Legend



City Limits

Zoning Designations

- UT URBAN TRANSITION DISTRICT
- UE URBAN ESTATE LOW DENSITY RESIDENTIAL DISTRICT
- R-1-A SINGLE FAMILY LOW DENSITY RESIDENTIAL DISTRICT
- R-1 SINGLE FAMILY MEDIUM DENSITY RESIDENTIAL DISTRICT
- R-2 MEDIUM DENSITY RESIDENTIAL DISTRICT
- R-3-A RESIDENTIAL/PROFESSIONAL DISTRICT
- R-3 RESIDENTIAL/PROFESSIONAL DISTRICT
- O-1 OFFICE DISTRICT
- C-1 LIGHT COMMERCIAL DISTRICT
- C-2 GENERAL COMMERCIAL DISTRICT
- CBD CENTRAL BUSINESS DISTRICT
- M-1 INDUSTRIAL DISTRICT
- CD COMMERCE DISTRICT
- PR PARKS AND RECREATION DISTRICT
- PUD PLANNED UNIT DEVELOPMENT
- AREAS NOT WITHIN THE CITY LIMITS

DESCRIPTION: LOT 13 OF UNIT ONE, SHADY NOOK SUBDIVISION,
ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK
14, PAGE 1, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

Blackburn Surveying, Inc.
L.B. # 6528
642 W. Highway 50
P.O. Box 121022
Clermont, Florida 34712
(352) 394-4417
Email: terrypitt@gmail.com

BOUNDARY SURVEY FOR:
BRIGMOND CONSTRUCTION

SCALE: 1" = 20'	APPROVED BY: PMK	DRAWN BY: TERRY PITT
DATE: 1/22/2018	FB/PAGE: 197-49-TP	

SHADY NOOK UNIT 1
LAKE COUNTY, FLORIDA

PAGE NO. 1 DRAWING NO. SHADY-13ZIP16

NOTES:

1. THE BEARINGS HEREON ARE BASED ON THE ASSUMED BEARING OF N.00°20'00"W., ALONG THE WEST LINE OF LOT 13.
2. THIS PROPERTY IS SUBJECT TO ANY FACTS THAT MIGHT BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
3. THIS PROPERTY LIES WITHIN FLOOD ZONES "X" AND "AE" ACCORDING TO LAKE COUNTY, GIS MAP.
4. THIS SURVEY IS SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, SETBACKS OR RESTRICTIONS.
5. UNDERGROUND ENCROACHMENTS OR IMPROVEMENTS, IF ANY, NOT LOCATED OR SHOWN.
6. APPARENT ABOVEGROUND ENCROACHMENTS, IF ANY, AS SHOWN OR NOTED.
7. ---OUL--- = OVERHEAD UTILITY LINE.
8. ○ = FOUND UNMARKED #4 REBAR
9. ● = FOUND #4 REBAR #2142.
10. ADDITIONS OR DELETIONS TO THE SURVEY SHOWN HEREON BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY.
11. THE RESIDENCE HEREON WAS DAMAGED BY HURRICAN IRMA AND HAS BEEN DECLARED AN UNSAFE STRUCTURE ACCORDING TO SIGNS POSTED ON THE FRONT DOOR.

(Lot 12 - not included)

(142.95'-field) & (143.18'-plat)

Lot 16
(not included)

Lot 15
(not included)

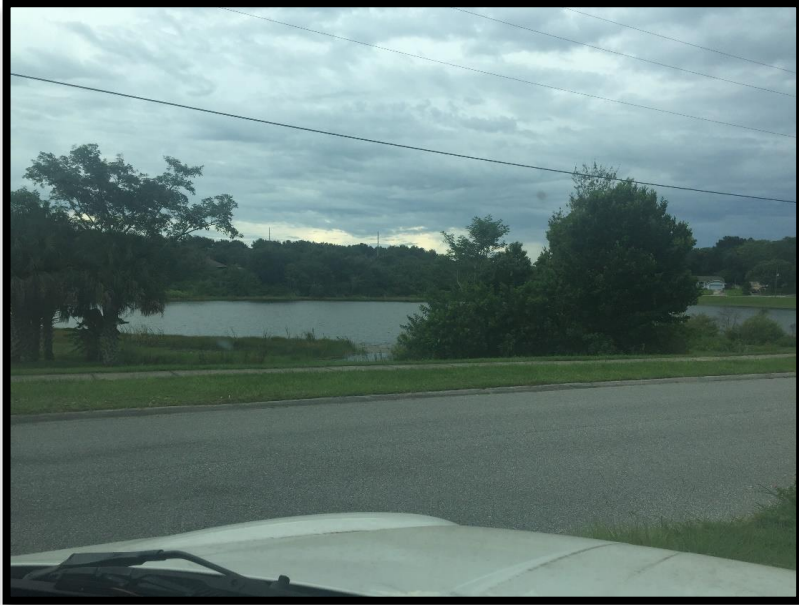
Lot 14
(not included)

PATRICK M. KELLEY, P.L.S. FLORIDA SURVEYOR'S CERTIFICATE NO. 4423
NOT VALID WITHOUT THE ORIGINAL RAISED SEAL AND SIGNATURE OF A FLORIDA LICENSED SURVEYOR & MAPPER
THE SURVEY DEPICTED HERE IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE.

Adjacent Property Pictures



Subject Property



North of Subject Property



New Single Family Home East of Subject Property





CITY OF CLERMONT
VARIANCE
Application

DATE: 8-6-18

FEE: _____

PROJECT NAME (if applicable): Brigmond Properties, LLC.

APPLICANT: Brigmond Properties, LLC- Perry L. and Debra L. Brigmond

CONTACT PERSON: Perry #407-466-4108

Address: Our Home address is 11710 Monte Vista Road

City: Clermont, State: Florida Zip: 34711

Phone: #352-429-9029

Fax: Same

E-Mail: userbamb5088@aol.com

OWNER: Same as above.

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Address of Subject Property: 498 Pitt Street Clermont, Florida 34711

General Location: Shady Nook Units 1 and 3 Lot 13

Legal Description (include copy of survey): 3 Clermont, Shady Nook Units 1 &
Lot 13, PB 14, Page 1, ORB 5062 Page 430
Lake County, Florida.

Land Use (City verification required): low Single Family Medium Density



Zoning (City verification required): R-1

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:
Lot split

What are you proposing to do that would require a variance and why? Build two single family homes.

How does the Code create a hardship? Prior to purchasing this property we were told the property could be split by, the city. Attached documents from city that provided what we needed to do so. We closed 1/31/18. 8-2-18 We came in to the City of Clermont and was told we could not obtain lot split. We would have not purchased the property if we could not build 2 homes
******* The following justifications must be completed *******

for any variance requested:

Variance requested – subject and code section: Lot split. To build 2 single family homes.

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;

2 brand new homes will increase the value of the adjacent homes
~~XXXX~~ and surrounding homes in community.



(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;

Will continue as a
residential use

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;

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

should NOT create any
other hardships.

(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.



CITY OF CLERMONT

VARIANCE

Application

Page 4

Brigmond Properties, LLC.
Perry L. and Debra L.
Brigmond

Applicant Name (print)

X 

Applicant Name (*signature*)

Perry L. Brigmond

X 

Owner Name (*signature*)

Debra L. Brigmond

******* 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,

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: 10079839
Phone: (352) 241-7331
Date: 08/21/18
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	09/04/2018	09/04/2018	\$99.76

LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider a request for the following variance: (1) to allow for a minimum lot size less than 10,000 square feet as required by the Land Development Code, Section 122-124(1) at the following location:

LOCATION
498 Pitt Street
(Alternate Key 2615885)

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, September 11, 2018 at 6:30 P.M. in the Clermont City Hall, Council Chambers located at 685 West Montrose Street.

All interested parties will be given an opportunity to express their views on this matter.

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: 10079839
September 04, 2018

Payment Info	
Ad Price	\$99.76
Tax	\$0.00
Sub Total	\$99.76
Prepaid Amount	\$0.00
Balance Due	\$99.76



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, September 11, 2018		
Agenda Item Name		
Sunburst Lane		
Requested Action		
Seeking direction from council regarding the installation of a barrier wall between the Sunburst Lane WTP and the western boundary of the Magnolia Park residential community.		
Staff Report		
Environmental Services staff has evaluated alternatives for the construction of a barrier wall between Sunburst Lane Water Treatment Plant and the Magnolia Park residential community and recommends installation of a barrier wall.		
Additional Analysis		
Fiscal Impact Summary		
The estimated cost is not included in the current year approved budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$410,000.00		\$0.00
Exhibits Attached (copies of original agreements)		



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, September 11, 2018	
Agenda Item Name	
Lien Reduction Request	
Requested Action	
Staff Report	
This request is regarding a lien on property located at 624 Prince Edward Ave. (Alternate Key 1620490). The property is currently owned by Raheem Riaz addressed in Orlando, FL. The violations occurred under the previous owner WT Holdings. The property has two code cases (C2016-000288 and C2017-000115) both for property maintenance violations. In May 2016 the first code case involved a dilapidated pool fence, unmaintained and dangerous pool, overgrown weeds, and disabled vehicles. In November 2016 this case went to the Special Magistrate for these code violations and was found to be in violation. The Special Magistrate gave until December 15th to correct all violations. The violations were not corrected within this time frame. On Dec 16th fines started accruing for non-compliance of each vehicle receiving a \$100 dollar per day fine. At the time there were 3 vehicles on the property that were not in compliance. On April 18th 2017 with the property was still not in compliance, and the Special Magistrate assessed a lien on the property of \$37,200 plus \$300 per day until in compliance. Because of an absent property owner this lien continued accruing to the amount of \$234,300. On March 29th, 2017 the second code case was started as a repeat violation of the unsafe and dangerous pool. Because of the repeat violation, the case was before the Special Magistrate on April 18th 2017 (approx.20 days after notice) with a fine of \$500 per day from March 29th 2017 until compliance is obtained. The owner at the time still did not comply, and on August 15, 2017 the Special Magistrate assessed a second lien in the amount of \$69,000 plus \$500 per day. That lien amount is now above 247,000 dollars. Both liens together amount to over \$481,300. Staff has been approached by an applicant/contractor who is interested in purchasing the property, but the extensive liens make the property unobtainable to purchase. The applicant has provided evidence of properties he has	

reconditioned and beautified throughout the city. This parcel is one he has identified as having great potential. To make the parcel obtainable to purchase and repair, the applicants request is to offer 10% of the original two lien amounts. The first lien of \$37,200 and the second lien of \$69,000 would total \$106,200. 10% of \$106,200 would total \$10,620. This offer of \$10,620 would allow the new applicant enough leeway to purchase the house, fix the violations, and still make a profit on the resale.

If the lien is reduced to the requested \$10,620, staff would recommend this reduction only be good for 60 days before the amount is returned to the original lien amount of \$481,300.

Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	624 Prince Edwards Ave. Pictures	624 Prince Edwards Pix.docx
2.	624 Prince Edwards Ave Location	624 Prince Edwards Ave Location.docx

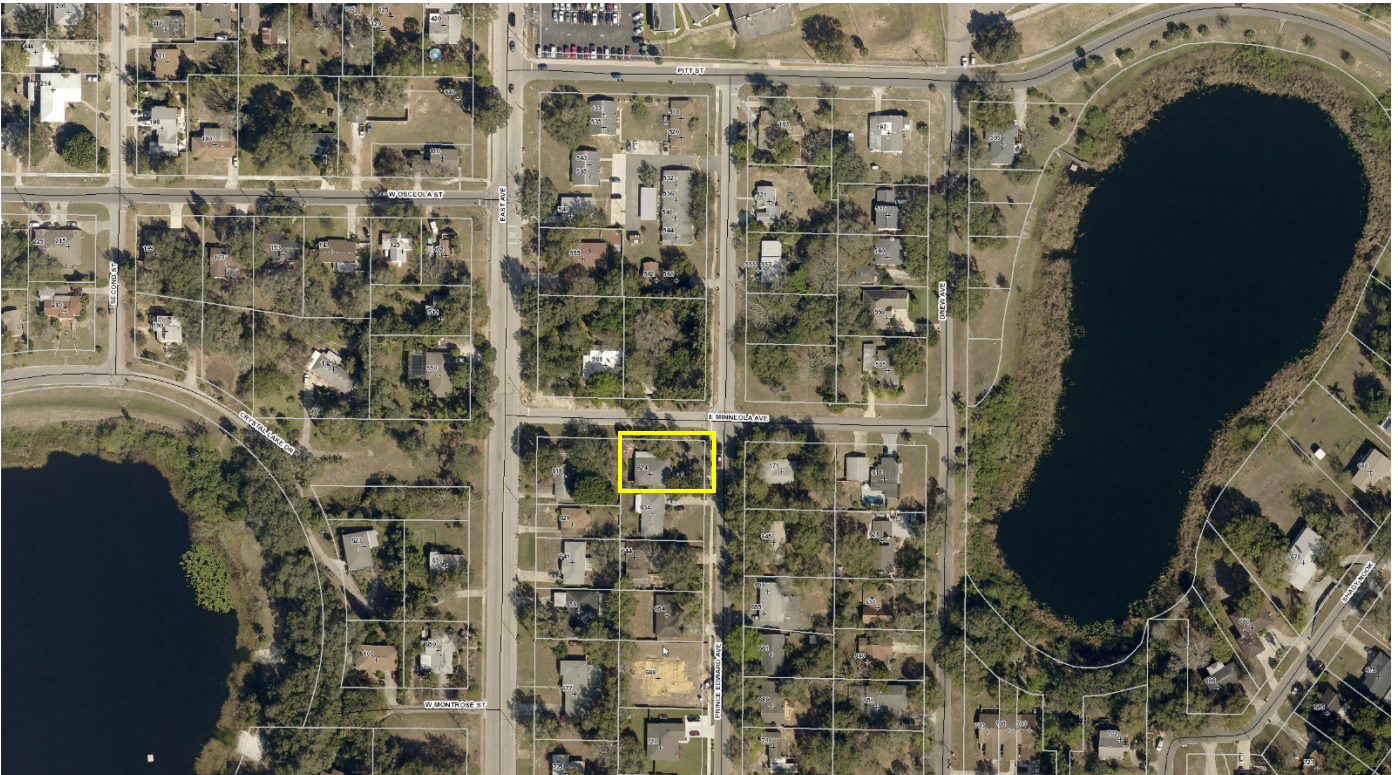








624 Prince Edwards Ave. Location Map





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, September 11, 2018		
Agenda Item Name		
Ordinance No. 2018-32 <i>Introduction</i>		
Requested Action		
Request introduction of Ordinance No. 2018-32.		
Staff Report		
On April 26, 2016, the City Council amended the Police Officers Retirement Plan to provide for a Share Plan. The purpose of the Share Plan was to provide a mechanism to pay extra retirement benefits to police officers pursuant to Chapter 185, Florida Statutes. Since the adoption, it has been determined that there is conflicting and unclear language in the Share Plan section of the retirement plan. The changes are as follows: The language in sections N.3. and N.5. provides two different methods to allocate the annual Chapter 185 excess funds to the participant's accounts. Ordinance No. 2018-32 clarifies that the annual Chapter 185 excess amounts shall be credited to the participants share accounts, with each participant receiving an equal share of the total amount allocated. The language in section N.6., while not clear, suggests the expenses, gains and losses of the Share Plan should be credited to the participant's accounts, based on the number of shares held by each participant. Ordinance No. 2018-32 clarifies that expenses, gains and losses of the Share Plan shall be credited to each participant's account based on the same percentage which is earned or lost by the total retirement plan investments. The language in section N.8., while not clear, suggests forfeitures (shares belonging to terminated unvested participants) should be credited based on the number of shares held by each participant. Ordinance No. 2018-32 clarifies that forfeitures shall be credited to the participants share accounts, with each participant receiving an equal share of the total amount allocated. The Police Officers Pension Board at their August 31st meeting recommended the above changes be approved by the City Council.		
Additional Analysis		
Fiscal Impact Summary		
No fiscal impact to the city.		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)	
1.	Ordinance No 2018-32 - Police Officer Pension Plan (Underlined) - 8-31-18
2.	Ad
	Ordinance No 2018-32 - Police Officer Pension Plan (Underlined) - 8-31-18.doc
	ORD 2018-32 Police Pension Plan Ad.pdf



CITY OF CLERMONT
ORDINANCE NO. 2018-32

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE CITY OF CLERMONT POLICE OFFICERS' PENSION TRUST FUND, AS ADOPTED BY ORDINANCE NO. 304-C; PROVIDING PLAN BENEFIT REVISIONS; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Clermont Police Officers are presently provided pension and certain other benefits under Ordinance No. 304-C and;

WHEREAS, the City Council desires to amend the provisions of the Police Officers' Retirement Plan;

SECTION 1.

NOW, THEREFORE BE IT ORDAINED, by the City Council of the City of Clermont, Lake County, Florida that the following sections of the Police Officers' Retirement Plan Adoption Agreement shall be amended to read as follows (note: strikethrough indicates removed words and underlined indicates added):

N. SHARE PLAN

1. The purpose of this Section is to implement the provisions of Chapter 185, Florida Statutes, and to provide a mechanism to pay required "extra benefits" to Police Officers based on the growth of premium tax revenue pursuant to Chapter 185. The monies shall be derived exclusively from monies received from the State and not from any additional taxes levied by the City.
2. **Initial Allocation -**
Effective January 26, 2016, the City agrees to convert 100% of the Chapter 185 reserve fund to a share plan. The total amount shall be credited to each participant based on their completed months of credited service in proportion to the combined completed months of credited service of all participants.
3. **Annual Allocation -**
Effective January 26, 2016, the Union agrees to allow the City to use 100% of all future Chapter 185 annual distributions up to the amount received in the 2012 calendar year (\$211,000) and 50% of any future annual amounts in excess of the 2012 calendar year distribution to fund the normal cost of the pension plan. The remaining 50% of any future annual amounts in excess of the 2012 calendar year distribution shall be credited to participant share accounts, with each participant's account receiving an equal share of the total amount allocated.



CITY OF CLERMONT
ORDINANCE NO. 2018-32

4. All monies received **and allocated to the share accounts** will be placed in the fund, as outlined in Article 4 of the Basic Plan Document, and shall be commingled for investment purposes with the other assets of the City's retirement pension funds. Separate accounting shall be maintained for all commingled assets.

~~In accordance with provisions of Chapter 185, Florida Statutes and such other required authority, a Police Officer, who is a participant, shall be entitled to one share for each year of credited service, as defined below, as a Police Officer of the City. Each participant shall thereupon have as many shares as years of credited service. The number of years of credited service rendered by each participant shall be determined and a record thereof shall be made on the participant's service record.~~

5. For purposes of this Section, the word, credited service shall mean all time served as a regularly appointed or employed Police Officer of the City for which regular compensation is paid by the City and all times during which a participant is absent on military leave. It shall include all leave of absences with pay, but shall not include leave of absences during which no regular compensation is paid by the City, except military leave. Credited service for the purposes of the Share Plan only, shall include participants in the DROP.

~~Available funds shall be credited to active participant share accounts, or participants in the DROP, as of September 30th of the applicable Plan Year. Available funds shall be prorated to each qualifying Police Officer in proportion to the number of individual shares for the Plan Year by credit to the Fund.~~

6. **Allocation of Expenses, Gains, and Losses -**

The Board of Trustees shall pay all costs and expenses for the management and operation for the current fiscal year and shall set aside as much of the income as it considers advisable as a reserve for expenses for the next fiscal year. After deducting these monies, the remaining monies shall be **credited to each participant's account, including DROP participants as of September 30, based on the same percentage which is earned or lost by the total plan investments, including realized and unrealized gains or losses, net of brokerage commissions, transaction costs and management fees.** ~~allocated and credited to the Fund on behalf of the respective participants.~~ The City shall bear no expense in the operation of this share plan.

7. **Distributions -**

Upon termination of employment, a vested participant shall be paid the entire share balance as soon as administratively feasible following his termination of employment. In addition, a vested participant, or his designated beneficiary, shall be entitled to payment of the entire share balance when the participant or beneficiary becomes eligible for a disability or death benefit from the defined benefit plan.



CITY OF CLERMONT
ORDINANCE NO. 2018-32

~~Upon the separation from service of a non-vested participant (as defined in Section J. of the Adoption Agreement), shares shall revert back into this Share Plan and shall be reallocated to the membership unless the former participant returns to service prior to the September 30th allocation date.~~

8. Forfeitures -

Upon termination of employment, a non-vested participant (as defined in Section J. of the Adoption Agreement) shall not be paid his share plan balance. If the non-vested participant does not return to service prior to September 30, his share plan balance as of the date of employment termination shall be credited to the remaining participant's accounts, including DROP participants at September 30, with each participant's account receiving an equal share of amount allocated.

9. If any provisions of this Section or the Plan hereby created shall conflict with the provisions of Chapter 185, Florida Statutes, such conflict shall be resolved in favor of the statutory provisions which are intended to control.

SECTION 2.

Any portion of the City of Clermont Code or any Ordinance or part thereof in conflict with this Ordinance is hereby repealed to the extent of such conflict.

SECTION 3.

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

SECTION 4.

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. 2018-32

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 25th day of September, 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 Council of 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. 2018-32

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE CITY OF CLERMONT POLICE OFFICERS' PENSION TRUST FUND, AS ADOPTED BY ORDINANCE NO. 304-C; PROVIDING PLAN BENEFIT REVISIONS; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith; AND PROVIDING AN EFFECTIVE DATE.

A public meeting to consider the ordinance will be held before the City Council on Tuesday, September 25, 2018 at 6:30 p.m. for final enactment.

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

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

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

Daily Commercial
September 11, 2018



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, September 11, 2018		
Agenda Item Name		
Ordinance No. 2018-33 <i>Introduction</i>		
Requested Action		
Request introduction of Ordinance No. 2018-33		
Staff Report		
On April 11, 2017, the City Council amended the Firefighters Retirement Plan to provide for a Share Plan. The purpose of the Share Plan was to provide a mechanism to pay extra retirement benefits to firefighters pursuant to Chapter 175, Florida Statutes. Since the adoption, it has been determined that there is conflicting and unclear language in the Share Plan section of the retirement plan. The changes are as follows: The language in sections N.3. and N.5. provides two different methods to allocate the annual Chapter 175 excess funds to the participant's accounts. Ordinance No. 2018-33 clarifies that the annual Chapter 175 excess amounts shall be credited to the participants share accounts, with each participant receiving an equal share of the total amount allocated. The language in section N.6., while not clear, suggests the expenses, gains and losses of the Share Plan should be credited to the participant's accounts, based on the number of shares held by each participant. Ordinance No. 2018-33 clarifies that expenses, gains and losses of the Share Plan shall be credited to each participant's account based on the same percentage which is earned or lost by the total retirement plan investments. The language in section N.8., while not clear, suggests forfeitures (shares belonging to terminated unvested participants) should be credited based on the number of shares held by each participant. Ordinance No. 2018-33 clarifies that forfeitures shall be credited to the participants share accounts, with each participant receiving an equal share of the total amount allocated. The Firefighters Pension Board at their August 31st meeting recommended the above changes be approved by the City Council.		
Additional Analysis		
Fiscal Impact Summary		
No fiscal impact to the city.		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)	
1. Ordinance No 2018-33 - Firefighters Pension Plan (Underlined) - 8-31-18 -	Ordinance No 2018-33 - Firefighters Pension Plan (Underlined) - 8-31-18 -.doc
2. Ad	ORD 2018-33 Fire Pension Plan Ad.pdf



CITY OF CLERMONT
ORDINANCE NO. 2018-33

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE CITY OF CLERMONT FIREFIGHTERS' PENSION TRUST FUND, AS ADOPTED BY ORDINANCE NO. 304-C; PROVIDING PLAN BENEFIT REVISIONS; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Clermont Firefighters are presently provided pension and certain other benefits under Ordinance No. 304-C and;

WHEREAS, the City Council desires to amend the provisions of the Firefighters' Retirement Plan;

SECTION 1.

NOW, THEREFORE BE IT ORDAINED, by the City Council of the City of Clermont, Lake County, Florida that the following sections of the Firefighters' Retirement Plan Adoption Agreement shall be amended to read as follows (note: strikethrough indicates removed words and underlined indicates added):

N. SHARE PLAN

1. The purpose of this Section is to implement the provisions of Chapter 175, Florida Statutes, and to provide a mechanism to pay required "extra benefits" to Firefighters based on the growth of premium tax revenue pursuant to Chapter 175. The monies shall be derived exclusively from monies received from the State and not from any additional taxes levied by the City.
2. **Initial Allocation -**
Effective January 24, 2017, the City agrees to convert 100% of the Chapter 175 reserve fund to a share plan. The total amount shall be credited to each participant based on their completed months of credited service in proportion to the combined completed months of credited service of all participants.
3. **Annual Allocation -**
Effective January 24, 2017, the Union agrees to allow the City to use 100% of all future Chapter 175 annual distributions up to the amount received in the 2012 calendar year (\$188,967) and 50% of any future annual amounts in excess of the 2012 calendar year distribution to fund the normal cost of the pension plan. The remaining 50% of any future annual amounts in excess of the 2012 calendar year distribution shall be credited to participant share accounts, with each participant's account receiving an equal share of the total amount allocated.
4. All monies received **and allocated to the share accounts** will be placed in the fund, as



CITY OF CLERMONT
ORDINANCE NO. 2018-33

outlined in Article 4 of the Basic Plan Document, and shall be commingled for investment purposes with the other assets of the City's retirement pension funds. Separate accounting shall be maintained for all commingled assets.

~~In accordance with provisions of Chapter 175, Florida Statutes and such other required authority, a firefighter, who is a participant, shall be entitled to one share for each year of credited service, as defined below, as a firefighter of the City. Each participant shall thereupon have as many shares as years of credited service. The number of years of credited service rendered by each participant shall be determined and a record thereof shall be made on the participant's service record.~~

5. For purposes of this Section, the word, credited service shall mean all time served as a regularly appointed or employed firefighter of the City for which regular compensation is paid by the City and all times during which a participant is absent on military leave. It shall include all leave of absences with pay, but shall not include leave of absences during which no regular compensation is paid by the City, except military leave. Credited service for the purposes of the Share Plan only, shall include participants in the DROP.

~~Available funds shall be credited to active participant share accounts, or participants in the DROP, as of September 30th of the applicable Plan Year. Available funds shall be prorated to each qualifying firefighter in proportion to the number of individual shares for the Plan Year by credit to the Fund.~~

6. **Allocation of Expenses, Gains, and Losses -**

The Board of Trustees shall pay all costs and expenses for the management and operation for the current fiscal year and shall set aside as much of the income as it considers advisable as a reserve for expenses for the next fiscal year. After deducting these monies, the remaining monies shall be credited to each participant's account, including DROP participants as of September 30, based on the same percentage which is earned or lost by the total plan investments, including realized and unrealized gains or losses, net of brokerage commissions, transaction costs and management fees. ~~allocated and credited to the Fund on behalf of the respective participants.~~ The City shall bear no expense in the operation of this share plan.

7. **Distributions -**

Upon termination of employment, a vested participant shall be paid the entire share balance as soon as administratively feasible following his termination of employment. In addition, a vested participant, or his designated beneficiary, shall be entitled to payment of the entire share balance when the participant or beneficiary becomes eligible for a disability or death benefit from the defined benefit plan.



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Upon the separation from service of a non-vested participant (as defined in Section J. of the Adoption Agreement), shares shall revert back into this Share Plan and shall be reallocated to the membership unless the former participant returns to service prior to the September 30th allocation date.

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SECTION 2.

Any portion of the City of Clermont Code or any Ordinance or part thereof in conflict with this Ordinance is hereby repealed to the extent of such conflict.

SECTION 3.

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

SECTION 4.

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CITY OF CLERMONT
ORDINANCE NO. 2018-33

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 25th day of September, 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

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ORDINANCE NO. 2018-33

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Tracy Ackroyd Howe, MMC
City Clerk

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