



**CITY OF CLERMONT
COUNCIL MEETING AGENDA
6:30 PM, Tuesday, November 13, 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

PRESENTATIONS

Financial Reporting Award

PUBLIC COMMENTS

REPORTS

CONSENT AGENDA

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

Item No. 1 - Meeting Minutes

Consider approval of the following Council Meeting minutes: September 11, 2018, September 25, 2018, October 9, 2018 and October 23, 2018.

Item No. 2 - Legislative Priorities

Consider approval of the City of Clermont Legislative priorities list.

Item No. 3 - Surplus Request

Consider declaring end of life inventory as surplus from the Fire Department and dispose of in accordance with the Purchasing Policy.

Item No. 4 - Contract Award

Consider piggyback request to the Lake County B.C.C. contract with American Building Safety Associates, Inc. to provide building, electrical, mechanical, plumbing, and fire safety inspections and plan review services in the estimated annual budgeted amount of \$325,000.

Item No. 5 - Piggyback Purchase

Consider piggyback purchase of a vehicle from Coggin Ford off the Florida Sheriff's Association contract number FSA18-VEL16.0 and the applicable retrofitting from Tampa Crane & Body as a single/sole source purchase in the total budgeted amount of \$112,677.

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| Item No. 6 - Piggyback Purchase | Consider request to piggyback the Florida Sheriff's Association contract number FSA18-VEL26.0 with Duval Ford Fleet Sales and Stingray Chevrolet to purchase vehicles in the budgeted amount of \$64,771. |
| Item No. 7 - Resolution No. 2018-48R | Consider request to discontinue charging the Fire Alarm Monitoring Fee and Commercial Occupancy Fire Inspection Fee. |
| Item No. 8 - Resolution No. 2018-50R | Consider re-appointing Council Member Travis to the Tourism Development Council Committee for a 4-year term beginning December 1, 2018. |
| Item No. 9 - Resolution No. 2018-51R | Consider the sale of City owned property generally located on Minneola Avenue. |
| Item No. 10 - CDBG Policy | Consider approval of policies required by Department of Economic Opportunity for the City's Community Development Block Grant Program (CDBG) application. |
| Item No. 11 - Resolution No. 2018-52R | Consider adoption of the Complaint and Grievance Procedures per CDBG grant requirements. |
| Item No. 12 - Resolution No. 2018-53R | Consider adopting a policy for the protection of individuals engaging in non-violent civil rights demonstrations must be adopted per CDBG grant requirements. |

UNFINISHED BUSINESS

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| Item No. 13 - Ordinance No. 2018-38 <i>Final</i> | Consider approval to amend the Police Officers Retirement Plan employee contribution amounts. |
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NEW BUSINESS

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| Item No. 14 - Code Enforcement Lien | Consider request to foreclose on lien at 970 W. Juniata St. |
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Item No. 15 - Road Name Change

Consider a citizen request to change the current street name Bloxam Avenue to Dr. Martin Luther King, Jr. Blvd.

Item No. 16 - Ordinance No. 2018-37 *Introduction
Waterfront Rezoning*

Consider zoning change on City owned property extending along Lake Minneola between 8th Street and 2nd Street to the PR Parks and Recreation District.

ADJOURN

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

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

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

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
September 11, 2018

The City Council met in a regular meeting on Tuesday, September 11, 2018 in the Clermont City Council Chambers. Mayor Ash called the meeting to order at 6:30pm with the following Council Members present: Council Members Brishke, Travis, Bates, and Goodgame. Other City officials present were City Manager Gray, City Attorney Mantzaris, and City Clerk Howe.

INVOCATION AND PLEDGE OF ALLEGIANCE

Pastor Kendal Anderson gave the invocation followed by the Pledge of Allegiance.

PROCLAMATION

City Clerk Howe read the Constitution Week proclamation aloud. Mayor Ash presented the proclamation to Beverly Oyler with the Tomoka Chapter of the Daughters.

PRESENTATIONS

Clermont Thrive

Sheri Lewin, Founder of Thrive Clermont, thanked the City for their support to have their Summer Pop-ups and presented a permanent art piece which was crafted by one of the volunteers, Kyle Wright, for the city in gratitude for the arts and culture grant provided by the City.

Achievement of Excellence in Procurement 2018 Award

Mayor Ash presented the Achievement of Excellence in Procurement 2018 Award to Purchasing Director Suarez and staff.

Parks and Recreation Update

Parks and Recreation Director Davidoff provided an update of the past year of the Clermont Performing Arts Center, Champions For A Lifetime, Recreation Programs, Clermont City Center, Special Events, and increased usage of the Arts and Recreation Center.

Mayor Ash commented Parks and Recreation Director Davidoff and staff are doing a phenomenal job.

Council Member Goodgame thanked Parks and Recreation Director Davidoff for working with the EMS.

PUBLIC COMMENTS

Jim Purvis, 4206 Hammersmith Drive, expressed concern for the use of police officers to enforce the time limit at Council Meetings and requested the matter be placed on a future agenda.

Toni Bell, 1139 West Lakeshore Drive, requested Council sign a proclamation to change the name of Clermont Middle School to Aurelia McKinney Cole Academy.

City Manager Gray stated staff could bring this matter back to Council as a formal resolution on the next meeting agenda.

Tim Murry, 574 East Desoto Street, expressed support for the renaming of Clermont Middle School.

Greg Amann, 550 East Avenue, expressed support for renaming of Clermont Middle School and inquired about live streaming Council meetings.

City Manager Gray stated the IT Department is researching livestreaming and the ADA compliance requirements which would be needed. The matter will be brought back in the fall with the estimated cost.

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The plan is to do a Charter Review Committee starting in January through March or April with the recommended changes ready by the election cycle next year.

REPORTS

City Manager Gray reported on the Sips and Salsa event and thanked all who attended the 9/11 ceremony.

City Manager Gray commented on receiving negative feedback from the community regarding the Commercial Occupancy Inspections and Fire Alarm Monitoring. As a result, the fees will be suspended to allow time for review by staff before returning the matter to Council at the upcoming budget hearing. The Final Budget Hearing is on September 20, 2018 at 6:30pm. The Youth Council has 10 applicants interested in participating this year. Item No. 13 of the agenda requested to be tabled to September 25, 2018.

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

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

An Ordinance of the City Council of the City of Clermont, Lake County, Florida, adopting the Small Scale Comprehensive Plan Amendment for the City of Clermont, Florida, pursuant to the Local Government Comprehensive Planning Act, Chapter 163, Part II, Florida Statutes; setting forth the authority for adoption of the Small Scale Comprehensive Plan Amendment; setting forth the purpose and intent of the Small Scale Comprehensive Plan Amendment; providing for the adoption of the Small Scale Comprehensive Plan Amendment; establishing the legal status of the Small Scale Comprehensive Plan Amendment; providing a severability clause and providing an effective date.

Council Member Bates moved to table Item No. 13 to September 25, 2018; seconded by Council Member Goodgame. The motion passed with all members present voting aye.

Item No. 14 has been withdrawn.

City Attorney Mantzaris – No report.

Council Member Bates – No report.

Council Member Goodgame congratulated Chief Bishop for the 9/11 event.

Council Member Brishke – No report.

Council Member Travis congratulated the Parks and Recreation Department as well as the Public Works Department for their participation in the Sips and Salsa event.

City Manager Gray thanked the Chamber of Commerce for co-hosting the event.

Mayor Ash reported on September 4th, she attended the swearing in of new police officers and a promotional ceremony. On September 7th, she was at Montverde Academy for its 2018 Convocation to celebrate the start of a new year. Later that morning, she was at Waterfront Park where Mr. Kissler of the Lake Health Officer of the Florida Department of Health presented Clermont with the Healthy Community Champion Award. On September 8th, she attended the ribbon cutting at the new Trek Clermont bicycle store with members of the Chamber of Commerce. Later that day, she welcomed citizens to the Sips and Salsa event where outstanding work was done by staff members Chris Dudeck, Maritza Rivera and Jennifer MacNeil. Earlier this morning she attended the 9/11 ceremony at the Arts and Recreation Center.

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CONSENT AGENDA

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

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| 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. |
| 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. |

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Kathryn Knight requested item 9 be pulled from the Consent Agenda.

Council Member Goodgame moved to approve items 1 through 8 and item 10 of the Consent Agenda; seconded by Council Member Bates. The motion passed with all members present voting aye.

Item No. 9 – Resolution No. 2018-36R

City Clerk Howe read Resolution No. 2018-36R aloud by title only.

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.

Kathryn Knight, 1505 Sunset Village Boulevard, expressed support of the Resolution opposing the statue and presented a document to Council.

Mayor Ash opened the Public Hearing.

Chris Walker, 100 East Minnehaha, asked Council to support the Resolution to deny the statue.

Mayor Ash closed the Public Hearing.

Mayor Ash clarified the Resolution states the City does not support having the statue in the county. The Council is in opposition to having the statue in Lake County.

Council Member Goodgame moved to approve item 9 of the Consent Agenda; seconded by Council Member Bates. The motion passed with all members present voting aye.

UNFINISHED BUSINESS

Item No. 11 – Resolution No. 2018-30R, *Child's Ice Machine*

City Clerk Howe read Resolution No. 2018-30R aloud by title only.

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.

Development Services Director Henschel presented applicant's request for the Conditional Use Permit to allow a commercial ice machine in the C-1 Light Commercial zoning district. Staff considers this use as uncertain and the Land Development Code requires a Conditional Use Permit for cases where classification is uncertain. The City Council approved a Conditional Use Permit on August 28, 2012 to allow a commercial ice machine at this site but it became null and void because substantial construction work did not begin within two (2) years of the Conditional Use Permit approval. Staff has reviewed the proposed use as well as the application and found the commercial ice machine will not be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity and the proposed use does meet the general criteria for granting a Conditional Use Permit. The Planning and Zoning Commission recommended approval.

Rick McCoy, representative of the applicant, Carla Childs, stated the request was previously granted in 2012 and requested Council's support again for their request.

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Mayor Ash opened the Public Hearing. There were no comments. Mayor Ash closed the Public Hearing.

Council Member Goodgame asked about the hours of operation. Mr. McCoy stated the ice machine would be available anytime. The ice machine is secluded and not visible from 50.

Council Member Bates inquired about the reason for the delay. Mr. McCoy stated the applicant is no longer living in the house and the economy is doing better.

Mayor Ash expressed concern with the location being close to the Fire Department and the additional traffic which may occur. Mr. McCoy clarified the entrance would be off of Chestnut with the exit on 5th Street.

Mayor Ash asked about remedies available should traffic generated from the ice machine become a problem. Development Services Henschel clarified the Conditional Use Permit has a clause, Number 7, which states the applicant would have to come back before Council should there be a problem.

Council Member Bates moved to approve Resolution No. 2018-30R; seconded by Council Member Goodgame. The motion passed with all members present voting aye.

Item No. 12 – Ordinance No. 2018-26, *Final, Bell Ceramics*

City Clerk Howe read Ordinance No. 2018-26 aloud by title only.

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

Development Services Director Henschel presented the administrative request for the Bell Ceramics site. In order to have the use of the property match the zoning, it was determined that the PR Parks and Zoning designation would be the most appropriate.

City Manager Gray stated when park sites are identified, the sites must have future land use and zoning. All of the parks within the City have the park designation for future land use however the zoning matches the surrounding area. As a result, staff will be bringing several similar items to Council in the near future in an attempt to match all zoning to the future land use of the parks in the City.

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

Council Member Bates asked if a building could be added for concessions. City Manager Gray stated the building would have to come before Council for funding, but the property would be correctly zoned.

Council Member Goodgame moved to approve Ordinance 2018-26; seconded by Council Member Bates. The motion passed 5 to 0 on a roll call vote.

Item No. 14 – Ordinance No. 2018-13, *Final, 607 & 619 Lake Avenue Rezoning*

Withdrawn.

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NEW BUSINESS

Item No. 15 – Ordinance No. 2018-31, *Introduction, 607 Lake Avenue PUD Rezoning*

City Clerk Howe read Ordinance No. 2018-31 aloud by title only.

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

Council Member Goodgame moved to introduce Ordinance 2018-31; seconded by Council Member Bates. The motion passed with all members present voting aye.

Item No. 16 – Variance Request

Development Services Director Henschel presented the Applicant's variance request for a minimum lot size less than 10,000 square feet. 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. Staff has reviewed the application and recommended approval.

Perry Brigmond, 11710 Montevista Road, requested approval from Council.

Mayor Ash opened the Public Hearing.

Terry Pitt, W. Hwy 50, stated lot size requirement of 10,000 was set after the year 2000 however the subdivision was built prior to the year 2000 when the lot size requirement was 7,500 square feet.

Mayor Ash closed the Public Hearing.

Council Member Goodgame inquired if any language is required in the motion to address possible additional variances. City Attorney Mantzaris clarified the only variance to be voted on by Council currently is in regards to the minimum square footage so any other variance has to return to Council.

Mayor Ash asked the average square foot of the proposed homes. Mr. Pitt clarified the homes would be between 1,300 to 1,500 square feet and is compatible with the community.

Council Member Goodgame moved for approval of the variance request; seconded by Council Member Travis. The motion passed with all members present voting aye.

Mayor Ash recessed the meeting at 7:56pm. Mayor Ash reconvened at 8:05pm.

Item No. 17 – Sunburst Lane

City Manager Gray stated this matter was previously brought before Council at a prior workshop.

Environmental Services Director Westrick provided a recap of the Sunburst Lane and Water Treatment Plant. He reviewed the concerns of the Magnolia Park residents and their request, facility history, communication with the Magnolia Park residents, site layout, high service pump building, facility improvements, well pump building, HOA board requested construction of a 12 to 14 foot wall along western boundary between Water Treatment Plant and Magnolia Park, proposed natural barrier enhancements, proposed barrier wall, and barrier alternatives. The natural barrier

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enhancement costs are approximately \$110,000 to \$260,000. Barrier Wall options are approximately \$160,000 to \$450,000.

City Manager Gray stated Council previously asked staff to look at landscaping cost. This would be funded out of the water and sewer fund.

Mayor Ash opened the Public Hearing.

Tom Van Dyke, 2870 Magnolia Loop, thanked Council for giving time to consider and expressed support for approval of the wall option.

Joseph Harmer, 2880 Magnolia Loop, expressed support for restoration of what the area originally had and expressed concern with traffic from Hancock Park recreation facility.

Chris Cornette, 3324 White Blossom Lane, expressed concern with the noise from the nearby well and with the traffic from the fields.

Mayor Ash closed the Public Hearing.

Council Member Goodgame expressed support for a twelve-foot wall.

Mayor Ash questioned the cost for the wall and the origin of the noise.

City Manager Gray stated the priority is the well-house pump. The park adds to the noise of the pump. The City recently approved a grant to look at softer lighting and technology for the park to help the area and the residents.

Council Member Bates inquired about materials considered for the wall. Environmental Services Westrick stated they looked at concrete and prefabricated panels. City Manager Gray stated Capital Planning and Projects Director Kinzler assessed a metal wall located at Dr. Phillips. Capital Planning and Projects Director Kinzler clarified staff looked at the wall separating Universal Studios from the adjacent neighborhoods and Dr. Phillips High School. The wall appears to be made of metal material and was heavily screened with vegetation.

City Manager Gray clarified the \$450,000 estimate provided was an estimate for concrete block which is only one of the options the City could go with.

Environmental Services Director Westrick clarified the estimate for a twelve-foot prefabricated wall would be \$225,000. The wall would be installed ten to twelve feet from the access drive which would result in the removal of some of the existing pine trees.

Council Member Brishke inquired about the length of the wall. Environmental Services Director Westrick clarified the wall would be approximately 1,000 feet.

Council Member Brishke expressed concern with the houses extending past the end of the wall not receiving the benefits of the wall. City Manager Gray clarified to the south of the expansion are just the rib sites. The noise comes from the north from the park and the well-house. Over various discussions with the neighborhood, they did not express a concern for the southern area with regard to the noise.

Council Member Travis moved to recommend a 12 foot pre-cast wall; seconded by Council Member Bates. The motion passed 4 to 1 with Council Member Brishke opposed.

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Item No. 18 – Lien Reduction Request

Development Services Director presented the lien reduction request for 624 Prince Edward Avenue which has a total lien amount of \$481,300. The history of the property was reviewed. The applicant is interested in purchasing the property and has requested to offer 10% of the original two lien amounts which would come to the total payment of \$10,620 which would allow the new applicant to fix the home and make a profit on the resale. If the lien is reduced, staff recommends the reduced amount only be good for 60 days which would allow the applicant time to bring the site up to compliance.

John Bladek, applicant, stated he could not obtain building permits to bring the house up to code. The house is open and it is a close to a school.

Mayor Ash opened the Public Hearing. There were no comments. Mayor Ash closed the Public Hearing.

Council Member Travis suggested for the pool to be secured and for the property to be donated to Habitat for Humanity.

Mayor Ash suggested Council discuss the matter of high lien amounts at a workshop.

Council Member Bates suggested having a threshold of an amount for future liens and expressed support to reducing the lien for the applicant.

City Manager Gray clarified Development Services Director Henschel has been working on gathering the information on outstanding liens the City currently has on properties and expressed support for having a workshop to discuss setting a limit for liens and the possibility of donating the property foreclosed on to Habitat for Humanity.

City Attorney Mantzaris provided a brief history of the property.

Council Member Travis asked about the current purchase price. Mr. Bladek replied the current purchase price was \$135,000 as is.

City Attorney Mantzaris stated the property was purchased in 2017 and nothing has been done since.

Mr. Bladek stated he had a title search done which showed no other liens attached to the property and the cost of the City's lien would come out of the purchase price.

Mayor Ash inquired about the expected resale value of the property. Mr. Bladek replied the expected resale is around \$200,000 to \$210,000.

Council Member Brishke inquired of City's cost for administrative fees. City Attorney Mantzaris clarified this matter has been in front of a Special Magistrate and the Code Board and estimated the cost would be less than \$10,000 out of pocket. A workshop would be needed to discuss this matter. Other municipalities have struggled to regain expenses paid when taking action to bring the property into compliance or to then maintain the properties.

Council Member Brishke moved to reduce the lien amount to \$48,100 with 60 days for compliance and payment; seconded by Council Member Bates.

City Attorney Mantzaris clarified the applicant cannot start work until he has acquired the property.

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Mayor Ash suggested reducing the lien amount to \$20,000.

The motion passed 4 to 1 with Council Member Goodgame opposed.

City Attorney Mantzaris will provide information in regards to compliance deadline.

Item No. 19 – Ordinance No. 2018-32, Introduction

City Clerk Howe read Ordinance No. 2018-32 aloud by title only.

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.

Council Member Bates moved to introduce Ordinance No. 2018-32; seconded by Council Member Brishke. This motion passed with all members present voting aye.

Item No. 20 – Ordinance No. 2018-33, Introduction

City Clerk Howe read Ordinance No. 2018-33 aloud by title only.

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.

Council Member Bates moved to introduce Ordinance No. 2018-33; seconded by Council Member Brishke. This motion passed with all members present voting aye.

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ADJOURN: With no further comments, this meeting adjourned at 9:18 pm.

APPROVED:

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

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REGULAR COUNCIL MEETING
September 25, 2018

The City Council met in a regular meeting on Tuesday, September 25, 2018 in the Clermont City Council Chambers. Mayor Ash called the meeting to order at 6:30pm with the following Council Members present: Council Members Brishke, Travis, Bates, and Goodgame. Other City officials present were City Manager Gray, City Attorney Mantzaris, and Deputy City Clerk Zinker.

INVOCATION AND PLEDGE OF ALLEGIANCE

Pastor Miche Chicoye gave the invocation followed by the Pledge of Allegiance.

PROCLAMATION

Deputy City Clerk Zinker read the Fire Prevention Week proclamation aloud. Mayor Ash presented the proclamation to Fire Marshal Pierce.

Deputy City Clerk Zinker read the Childhood Cancer Awareness Month proclamation aloud. Mayor Ash presented the proclamation to Brandy DeOliveira.

Ms. DeOliveira requested Council to approve downtown Clermont to light up gold for the month of September going forward.

PRESENTATIONS

Fire Department

Fire Chief Bishop provided a brief background of the presentation to be given by the Fire Department.

Fire Captain Sacco presented information regarding cardiac arrests and the efforts the Fire Department is taking to improve their statistics. Majority of the cardiac arrests happen at home, but survivability is the highest in public settings. Clermont's Fire Department is now nationally accredited. Fire Captain Sacco personally thanked the City for the devices and support they provide.

City Manager Gray stated he asked staff to verify the Fire Department's statistics to ensure accuracy and thanked the Council for their ongoing support.

Mayor Ash thanked staff and asked for all Fire Department staff to stand for the public to acknowledge them.

PUBLIC COMMENTS

Charlene Forth, 939 W. Desoto Street, presented information in regards to South Lake Montessori School's previous code enforcement case and clarified accusations made against her regarding bullying of a local church. She provided a receipt to Council for a previous payment made in the amount of \$5,000 to repaint the church. Mrs. Forth requested for her to be added on a future Council Agenda under presentations.

Edward Bowman presented information regarding Clara's Law and his walk from Mount Dora to Tallahassee.

REPORTS

City Manager Gray reported on the first Youth Council meeting on September 19, 2018 and was impressed by the Youth Council members. The Council is invited to attend any of the future Youth Council meetings. The next Citizens Academy starts this Thursday on September 27, 2018 in the Council Chambers at City Hall at 6:00pm.

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City Manager Gray stated there were a few changes to the agenda with Item No. 8 and Item No. 9 to be tabled to October 9, 2018.

Item No. 8 – Ordinance No. 2018-27, *Final*

Deputy City Clerk Zinker read Ordinance No. 2018-27 aloud by title only.

An Ordinance of the City Council of the City of Clermont, Lake County, Florida, amending the Comprehensive Plan of the City of Clermont, Florida, pursuant to the Local Government Comprehensive Planning Act, Chapter 163, Part II, Florida Statutes by adopting text changes to the Future Land Use Element of the Comprehensive Plan to amend the maximum density for the commercial and master planned development Future Land Use categories; setting forth the authority for adoption of the Comprehensive Plan Amendments; setting forth the purpose and intent of the Comprehensive Plan Amendments; establishing the legal status of the Comprehensive Plan Amendments; providing for severability, conflict and an effective date.

Council Member Goodgame moved to table Ordinance No. 2018-27 to October 9, 2018; seconded by Council Member Bates. The motion passed with all members present voting aye.

Item No. 9 – Ordinance No. 2018-30, *Final*

Deputy City Clerk Zinker read Ordinance No. 2018-30 aloud by title only.

An Ordinance of the City Council of the City of Clermont, Lake County, Florida, amending the Land Development Code of the City of Clermont by adding Section 122-358 Affordable Housing Density Bonus, under Chapter 122 Zoning; setting forth standards and regulations for the criteria for the density bonus; and providing for conflict, severability, codification and an effective date.

Council Member Goodgame moved to table Ordinance No. 2018-30 to October 9, 2018; seconded by Council Member Bates. The motion passed with all members present voting aye.

City Manager Gray reported Item No. 10 has been withdrawn. Also, Doris Bloodsworth is leaving the City at the end of the month with her replacement, Kathryn Deen, taking over as the new Communications Director. City Manager Gray thanked Ms. Bloodsworth for her work.

City Attorney Mantzaris – No report.

Council Member Bates stated National Night Out will be held on October 2 and reminded Council that Lake County League of Cities is holding their Sponsors Night on October 3 in Mount Dora. Florida League of Cities Executive Director, Mike Sittig, is retiring.

Council Member Goodgame reported Steve Smith with New Beginnings will have their grand opening of their affordable housing development at Citrus Tower Boulevard on Thursday at 8:30am.

Council Member Brishke reported she attended the Chamber of Commerce Breakfast last Friday.

Council Member Travis reported the Gran Fondo on Sunday will be at Victory Pointe at 8:00am which will be the first big event at Victory Pointe. She attended the soft opening of the new brewery and expressed excitement for downtown's growth.

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Mayor Ash reported on September 13, she attended the meeting with the South Lake Homeless Task Force where the focus was the agenda for the upcoming Economic Development Through Workforce Housing Forum. On September 14, she was at Summit Greens for the presentation by City Manager Gray and Economic Director Schmidt where they discussed details of the City's ongoing and future Master Plan. On September 15, she hosted Coffee with the Mayor at Yummi's on Montrose and handed out sheets of upcoming events and businesses. On September 17, she attended the promotional services for the police explorers. Later that day, she attended the grand opening of Sun Creek Brewery where the owners complimented City Manager Gray and Economic Development Director Schmidt for their time and work. On September 19, she was at the first Youth Council meeting where local students get firsthand knowledge of their local government. The Youth Council will come together to develop a project for the community. On September 21, she attended the Chamber of Commerce Breakfast at the City Center. On September 22, she attended South Lake Little League season opening at Palatka Park along with City Manager Gray and Police Chief Broadway. Yesterday, she attended the Lake Apopka Natural Gas District meeting where the focus was on the proposed 2019 budget.

CONSENT AGENDA

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

- | | |
|--|--|
| Item No. 1 – Meeting Minutes | Consider approval of the September 6, 2018 Special Meeting minutes. |
| Item No. 2 – DEO Job Growth Fund Grant | Consider request DEO Job Growth Grant Fund Application. |
| Item No. 3 – Hurricane Irma Debris Removal and Monitoring Services Payment and Budget Amendment | Consider approval of payment to Lake County for Hurricane Irma Debris Removal and Monitoring Services in the amount of \$76,223.56 and a budget amendment in the same amount. |
| Item No. 4 – Resolution No. 2018-40R
<i>City of Leesburg TEFRA</i> | Consider authorizing the issuance of revenue bonds by the City of Leesburg in an amount not to exceed \$10,000,000 to fund a loan to LifeStream Behavioral Center, Inc. for the financing and/or refinancing, acquisition, construction, and equipping of healthcare facilities and site improvements. |
| Item No. 5 – Resolution No. 2018-42R | Consider Resolution requesting the School Board of Lake County honor Aurelia Cole by changing the name of Clermont Middle School to Aurelia McKinney Cole Academy. |

Council Member Brishke requested Item No. 2 be pulled for discussion.

Council Member Goodgame moved to approve Consent Agenda except for Item No. 2; seconded by Council Member Bates. The motion passed with all members present voting aye.

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Council Member Brishke inquired where the money is coming from for the local funding match. City Manager Gray clarified the money would not be coming from the City with the Developer paying the matching \$4,000,000. The grant is to run utilities to Project Olympus.

Council Member Brishke moved to approve Item No. 2; seconded by Council Member Bates. The motion passed with all members present voting aye.

UNFINISHED BUSINESS

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

Item No. 6 – Ordinance No. 2018-12, Final, 607 & 619 Lake Avenue Comprehensive Plan Amendment

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

An Ordinance of the City Council of the City of Clermont, Lake County, Florida, adopting the Small Scale Comprehensive Plan Amendment for the City of Clermont, Florida, pursuant to the Local Government Comprehensive Planning Act, Chapter 163, Part II, Florida statutes; setting forth the authority for adoption of the Small Scale Comprehensive Plan Amendment; setting forth the purpose and intent of the Small Scale Comprehensive Plan Amendment; providing for the adoption of the Small Scale Comprehensive Plan Amendment; establishing the legal status of the Small Scale Comprehensive Plan Amendment; providing a severability clause and providing an effective date.

Senior Planner Kruse presented the applicant's request for a small-scale comprehensive plan amendment for property that is approximately .52 +/- acres. This is a joint application that consists of two parcels. The owner has applied for Planned Unit Development zoning to allow three 50 by 100 feet single-family residential lots on the property. The applicant desires a change of the future land use to Downtown Mixed Use. The Downtown Mixed Use is adjacent to the property on two sides. Staff recommended approval. Planning and Zoning Commission recommended approval.

Jayson Stringfellow, 1455 West Lakeshore Drive, stated there was not much to add to this ordinance, but would have more details under the next ordinance to be discussed.

Mayor Ash opened the Public Hearing.

Kevin McKenna, 562 West Minneola Avenue, expressed opposition to the ordinance.

Mayor Ash closed the Public Hearing.

Mr. Stringfellow replied any future request to change the future land use of a property to Downtown Mixed Use would have to come back to the Council so this decision would not be setting a precedence.

Council Member Bates inquired of commercial use. Council Member Travis inquired of the purpose of rezoning the property. City Manager Gray replied the City's Master Plan allows for more people to move downtown. The Planned Unit Development zoning is a zoning mechanism which allows for less than an acre residential homes and for no commercial use. The two related Ordinances which affect this request could not be heard together due to separate property owners. Senior Planner Kruse clarified in the Downtown Mixed Use there is no minimum area for a Planned Unit Development.

Council Member Bates expressed concern of changing both properties at the same time. Senior Planner Kruse replied the other property owner would have to return to Council for rezoning.

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City Attorney Mantzaris stated the Council could request the applicant to present both items before motioning.

Item No. 7 – Ordinance No. 2018-31, Final, 607 Lake Avenue PUD Rezoning

Deputy City Clerk Zinker read Ordinance No. 2018-31 aloud by title only.

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

Senior Planner Kruse presented the applicant's request for rezoning from R-3 Residential/Professional District to Planned Unit Development on a property that is approximately .345 +/- acres in size. 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 however, with some concerns over the allowable permitted uses, the applicant requested a Planned Unit Development to provide assurance of only single-family residential uses would occur on the property. The applicant has updated the site plan and elevations based on concerns from the Planning and Zoning Commission. The front setback would be 12 feet and the side setback would be 5 feet. Staff experienced difficulty due to the small amount of lots compared to the usual request for a Planned Unit Development with no road construction or amenities. There were no documented issues with stormwater on Minneola Avenue in this area. However, the Planned Unit Development would require the applicant to acquire a permit for stormwater before moving forward. Staff recommended approval. The Planning and Zoning Commission recommended unanimous approval.

Jayson Stringfellow, the applicant, clarified staff's difficulties were with regard to the small size of the request since it is not a larger development which Planned Unit Development is typically used for. The setbacks and square footage are to be consistent with the other surrounding properties.

Mayor Ash opened the Public Hearing.

Kevin McKenna, 562 West Minneola Avenue, expressed concern for stormwater for the surrounding properties and expressed opposition to the ordinances.

Jack Kruse, 538 Lake Avenue, expressed opposition to the ordinances.

Alyson Johnson, 525 West Minneola Avenue, expressed opposition to the ordinances.

Mayor Ash closed the Public Hearing.

Jayson Stringfellow presented images of properties on the same street of the subject property. The proposed designs and size fits with what is in the neighborhood. The last application was pulled in order to address concerns of the residents.

Mayor Ash expressed concern for the size of the proposed lots. Mr. Stringfellow replied each house would have roughly 7 feet from the driveway and the next house over to provide separation.

Mayor Ash inquired about the property behind the subject property. Mr. Stringfellow stated there is a shed and a quadraplex.

Council Member Travis requested clarification for the reason to rezone the subject property. City Manager Gray clarified the rezoning would affect the number of lots allowed on the property. Senior Planner Kruse

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stated the current zoning would only allow for two units. The Planned Unit Development would forbid commercial use on the subject property and is used to install conditions.

Mayor Ash questioned if the surrounding properties were all residential. Senior Planner Kruse stated the surrounding property is all residential with a part of a property close by owned by a church.

City Attorney Mantzaris commented the Council's decision could affect what happens elsewhere in the neighborhood.

Council Member Travis inquired if another quadraplex could go on the property. Senior Planner Kruse replied only two single family homes or a duplex would be allowed.

Council Member Goodgame moved to deny Item No. 6; seconded by Council Member Brishke. The motion passed 3 to 2 on a roll call vote with Council Member Bates and Mayor Ash voting nay.

Item No. 10 – Ordinance No. 2018-29, Final, Overlay District

Withdrawn.

Item No. 11 – Ordinance No. 2018-32, Final, Police Pension

Deputy City Clerk Zinker read Ordinance No. 2018-32 aloud by title only.

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.

Finance Director Van Zile presented Ordinance No. 2018-32 which is proposed to amend the shared plan portion of the Police Officers Retirement Plan. As the share plan was implemented, issues arose which needed clarification. This Ordinance clarifies that future Chapter 185 excess amounts will be credited to participants in the share plan based on equal shares. The Ordinance also clarifies expenses, gains, and losses will be credited to the shared account based on the returns and forfeitures will be credited based on equal shares. Police Officers Pension Board's recommendation is for approval.

Mayor Ash opened the Public Hearing. There were no comments. Mayor Ash closed the Public Hearing.

Council Member Bates moved for approval of Ordinance No. 2018-32; seconded by Council Member Travis. The motion passed with a 5-0 roll call vote.

Item No. 12 – Ordinance No. 2018-33, Final, Fire Pension

Deputy City Clerk Zinker read Ordinance No. 2018-33 aloud by title only.

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.

Finance Director Van Zile stated Ordinance No. 2018-33 proposes the same amendments to the shared plan as Ordinance 2018-32, but for the Firefighters Officers Retirement Plan.

Mayor Ash opened the Public Hearing. There were no comments. Mayor Ash closed the Public Hearing.

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Council Member Bates moved for approval of Ordinance No. 2018-33; seconded by Council Member Goodgame. The motion passed with a 5-0 roll call vote.

NEW BUSINESS

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

Item No. 13 – Variance Request, South Lake Hospital

Item No. 14 – Variance Request, South Lake Hospital

Item No. 15 – Variance Request, South Lake Hospital

Senior Planner Kruse presented the applicant's variance request to allow a zero lot line setback. The buildings are located at 1925 Hospital View Way, 1950 Hospital View Way, and 1970 Hospital View Way and are already constructed as a portion of the South Lake Hospital Campus. The site was developed according to City Code with the required number of parking spaces, external landscaping and other code requirements. The applicants are not requesting any building alterations or additions. These requests are to allow the buildings to be sold and then owned by another party other than the hospital, but have the surrounding area be controlled and operated by the hospital. The existing visual impact would stay the same, but the building would be owned differently. Staff recommended approval of all of the variance requests.

Christopher Germana, Germana Engineering, clarified the doctors would like to purchase the properties from the hospital with the hospital maintaining the property. The doctors currently have a land lease for the houses.

Mayor Ash opened the Public Hearing. There were no comments. Mayor Ash closed the Public Hearing.

Council Member Goodgame expressed concern regarding the owner of the hospital and the future care of the site.

Council Member Bates inquired about the landscaping. Mr. Germana replied the hospital would take care of the landscaping for the properties.

Council Member Bates moved to approve Item No. 13; seconded by Council Member Brishke. The motion passed with Council Member Goodgame voting nay.

Council Member Bates moved to approve Item No. 14; seconded by Council Member Brishke. The motion passed with Council Member Goodgame voting nay.

Council Member Bates moved to approve Item No. 15; seconded by Council Member Brishke. The motion passed with Council Member Goodgame voting nay.

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ADJOURN: With no further comments, this meeting adjourned at 8:24pm.

APPROVED:

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

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The City Council met in a regular meeting on Tuesday, October 9, 2018 in the Clermont City Council Chambers. Mayor Ash called the meeting to order at 6:30pm with the following Council Members present: Council Members Travis, Bates, and Goodgame. Other City officials present were City Manager Gray, City Attorney Mantzaris, and City Clerk Howe.

Council Member Brishke was absent.

INVOCATION AND PLEDGE OF ALLEGIANCE

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

PROCLAMATION

City Clerk Howe read the National American Indian Heritage Month proclamation aloud. Mayor Ash presented the proclamation to Elizabeth Cole with the National Society Daughters of the American Revolution. Mrs. Cole thanked the Council and the City for their support.

PRESENTATIONS

Presentation of Gold Key to Olympian Churandy Martina

City Manager Gray stated Churandy Martina represents the Netherlands at the Olympics but currently trains and is a homeowner in the City of Clermont. Special guest Rudy Monroe as well as Ben Castillo and Sharifa Basheer from Telecuracao were welcomed to the Council Meeting.

Doris Bloodsworth provided the history of accomplishments of Mr. Martina as well as a video of a previous race.

City Clerk Howe read the Churandy Martina proclamation aloud. Mayor Ash presented the key to the City and the proclamation to Mr. Martina. Mr. Martina thanked the Council and the City.

PUBLIC COMMENTS

Steve Hannah, 1251 Fran Mar Court, thanked the Council and staff for addressing his concern regarding recycle bins at Waterfront Park.

Lake County Commissioner Sean Parks invited Council and residents to the Future For Transportation Summit at the Clermont City Center this Friday. The summit is about taking a long term look at transportation and regional connectivity as well as how the County is going to address autonomous vehicles. Today the Board of County Commissioners voted to start the South Lake Regional Park.

Bill Delaney, 10312 Lake Minneola Shores, publisher of Water Resources Journal, commented he will be doing a story on Victory Pointe.

Gregory Burden, 592 W. Minneola Avenue, requested Council reconsider the garage sale policy and submitted a petition.

Dennis Allard, 1792 Nature Cove Lane, commended the City's sanitation crew for their efficiency and friendliness.

Anne Ryan, 1600 Orangethorpe Lane, requested Council consider an ordinance requiring designated places for drones and helicopters.

REPORTS

City Manager Gray welcomed the new Communications Director Kathryn Deen.

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Communications Director Deen stated it is an honor to work for the City and provided a brief background of her experience.

City Manager Gray requested Council to table Items No. 12, 13 and 14 to be tabled to October 23, 2018.

Item No. 12 – Utility Service Agreement

Council Member Bates moved to table Item No. 12 to October 23, 2018; seconded by Council Member Goodgame. The motion passed with all members present voting aye.

Item No. 13 – Ordinance No. 2018-35, *Introduction, Olympus*

City Clerk Howe read Ordinance No. 2018-35 aloud by title only.

An Ordinance of the City Council of the City of Clermont, Lake County, Florida, providing for the annexation of a certain parcel of land in accordance with the Interlocal Service Boundary Agreement dated December 2, 2014; providing for an effective date, severability, recording, and publication.

Council Member Bates moved to table Ordinance No. 2018-35 to October 23, 2018; seconded by Council Member Travis. The motion passed with all members present voting aye.

Item No. 14 – Ordinance No. 2018-34, *Transmittal, Olympus*

City Clerk Howe read Ordinance No. 2018-34 aloud by title only.

An Ordinance of the City Council of the City of Clermont, Lake County, Florida, adopting the Large Scale Comprehensive Plan Amendment for the City of Clermont, Florida, pursuant to the Local Government Comprehensive Planning Act, Chapter 163, Part II, Florida Statutes; setting forth the authority for adoption of the Large Scale Comprehensive Plan Amendment; setting forth the purpose and intent of the Large Scale Comprehensive Plan Amendment; providing for the adoption of the Large Scale Comprehensive Plan Amendment; establishing the legal status of the Large Scale Comprehensive Plan Amendment; providing a severability clause and providing an effective date.

Council Member Bates moved to table Ordinance No. 2018-34 to October 23, 2018; seconded by Council Member Travis. The motion passed with all members present voting aye.

City Attorney Mantzaris stated at the August 28, 2018 Council meeting, Council denied the Conditional Use Permit for 7-11 on Highway 50. The denial has drawn a Request For Relief under the Florida Statutes which grants an alternative review process where the property owner can appeal the decision made by the City Council. The Special Magistrate will hear the matter and make a recommendation to the City Council. The City Council will take the Special Magistrate's recommendation and will hear the matter again.

Council Member Bates warned Hurricane Michael will be impacting Florida tomorrow.

Council Member Goodgame – No report.

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Council Member Travis reported participating in the Gran Fondo on September 30. On October 2, she attended the National Night Out event. Yesterday, she attended a Tourist Development Council meeting at Mission Inn. The Tourist Development Council will be placing three free sunscreen dispensers in Clermont. The Tourist Development Council has several bids out for cornhole tournaments and hand gliding. Pear Park asked for expansion of pickle ball. The City of Minneola has agreed to donate property for bike repair or restrooms near Sugarloaf Mountain. At the next Council Meeting there will be an introduction for new scoreboards for PFX softball in the amount of \$62,000.

Mayor Ash reported on September 27, she attended the ribbon cutting for Windwoods Apartments. Later that day, she attended the Economic Development Through Workforce Housing Forum at the City Center. That evening she attended the Citizens Academy at City Hall. On September 30, she was at Victory Pointe for the start of Clermont's first Gran Fondo. On October 2, she was at Waterfront Park for the City's National Night Out which highlighted the relationship between police and the community. On October 4, she attended the second Citizens Academy at the Fire Department. On October 6, she was at Waterfront Park to welcome the runners for the first Domestic & Sexual Violence 5k Run.

CONSENT AGENDA

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

Item No. 1 – Meeting Minutes

Consider approval of the August 28, 2018 Regular Council Meeting minutes and the September 20, 2018 Special Meeting minutes.

Item No. 2 – Surplus Request

Consider approval to declare end of life inventory as surplus from Fire Department, Environmental Service Department and Parks and Recreation Department and dispose of in accordance with the Purchasing Policy.

Item No. 3 – Bid Award

Consider awarding bid to Helping Hand Lawn Care, Inc. to provide mowing services to various departments in the annual budgeted amount of \$127,380.

Item No. 4 – Road Closure & Boat Ramp Closure Request

Consider allowing Sommer Sports to close roads and boat ramp for their approved City sponsored event "The Great Floridian" on October 20, 2018.

Item No. 5 – Road Closure Request

Consider allowing Sommer Sports to close roads for their approved event "Nightmare on the Clermont Trails" on Saturday, October 27, 2018.

Item No. 6 – Road Closure Request

Consider approving Sommer Sports request to close roads for their approved event "Santa's Twilight 5K" on Saturday, December 15, 2018.

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Item No. 7 – Road Closure & Open Container Request

Consider allowing the Clermont Parks and Recreation Department to host their annual “Light Up Clermont” event in downtown Clermont with street closures and open container allowance.

Item No. 8 – Employee Benefit Changes

Consider approval of employee group medical and dental plan changes effective January 1, 2019.

City Manager Gray clarified the Light Up Clermont event occurs on Friday, November 30 with the parade taking place on December 1.

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

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

UNFINISHED BUSINESS

Item No. 9 – Ordinance No. 2018-27, *Final, Density Bonus Affordable Housing*

City Clerk Howe read Ordinance No. 2018-27 aloud by title only.

An Ordinance of the City Council of the City of Clermont, Lake County, Florida, amending the Comprehensive Plan of the City of Clermont, Florida, pursuant to the Local Government Comprehensive Planning Act, Chapter 163, Part II, Florida Statutes by adopting text changes to the Future Land Use element of the Comprehensive Plan to amend the maximum density for the Commercial and Master Planned Development Future Land Use categories; setting forth the authority for adoption of the Comprehensive Plan Amendments; setting forth the purpose and intent of the Comprehensive Plan Amendments; establishing the legal status of the Comprehensive Plan Amendments; providing for severability, conflict and an effective date.

Item No. 10 – Ordinance No. 2018-30, *Final, Density Bonus Affordable Housing*

City Clerk Howe read Ordinance No. 2018-30 aloud by title only.

An Ordinance of the City Council of the City of Clermont, Lake County, Florida, amending the Land Development Code of the City of Clermont by adding Section 122-358 Affordable Housing Density Bonus, under Chapter 122 Zoning; setting forth standards and regulations for the criteria for the density bonus; and providing for conflict, severability, codification and an effective date.

Economic Development Director Schmidt stated the lack of affordable housing in Clermont is making employment and recruitment difficult for employers. Rent is rising faster than wages causing a deficit of roughly 115,000 affordable housing units. A resident would have to make \$60,000 a year to be able to afford a two-bedroom rental unit in Clermont. The proposed Ordinances would not be compulsory so a developer could still develop at the allowed maximum dwelling units per acre.

City Manager Gray stated the proposed Ordinances is only one avenue to help with affordable housing.

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Development Services Director Henschel presented staff's initiated Future Land Use text amendment to encourage affordable and mixed income housing opportunities where there may not otherwise be provided by the private market place. The proposed text amendment is to allow a higher density through a density bonus program for a specific number of affordable housing units to be included in the overall project or inclusionary housing. Inclusionary housing means that each residential development will include a set-aside, or portion of housing units that are designated as affordable. The number of bonus units will be prorated to the number of units offered for a specific income level. The proposed text amendment would provide an increase from 12 units per acre up to 25 units per acre in the Commercial and Master Planned Development Future Land Use Category. Comments from several State agencies were received with no objections indicated but with concerns expressed for traffic and school capacity. Staff recommended approval of the text amendment to change the density of Commercial and Master Planned Development Future Land Use Category. The Planning and Zoning Commission recommended approval.

Mayor Ash opened the public hearing.

Steve Hannah, 1251 Fran Mar Court, expressed support for the proposed ordinances.

Steve Smith, 1423 Briarhaven Lane, expressed support for the proposed ordinances.

Stephanie Harris, Lake Minneola Shores Drive, expressed support for the proposed ordinances.

Geri Montetesta 151 Hatteras Drive, expressed support for the proposed ordinances.

Alyson Johnson, 525 W. Minneola Avenue, expressed support for the proposed ordinances.

Mayor Ash closed the public hearing.

Council Member Travis expressed support for affordable housing and expressed concern with no school planned in south Lake County for another five years. City Attorney Mantzaris clarified the Ordinance will not circumvent school concurrency. Every development which comes before the City for the added density bonus will have to go through school concurrency.

Council Member Bates expressed concern with potential traffic. City Manager Gray clarified staff chose the areas of Wellness Way and Hook Street due to the network of roads available in these areas.

Council Member Goodgame expressed concern for mixed income housing.

Mayor Ash expressed concern for the homeless population in Clermont and stated this ordinance is a start towards a resolution for the homeless issue.

Economic Development Director Schmidt stated staff explored the option to include payment in lieu within the Ordinance and for the City to place the funds towards more affordable housing options. However, Jamie Ross, Executive Director of the Affordable Housing Coalition, indicated an issue with many of the affordable housing projects which are receiving state and federal subsidies can roll over to market rate housing once the mortgages have been paid.

Council Member Bates moved to approve Ordinance 2018-27; seconded by Council Member Travis. The motion passed with a 4 to 0 roll call vote.

Council Member Bates moved to approve Ordinance 2018-30; seconded by Council Member Travis. The motion passed with a 4 to 0 roll call vote.

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NEW BUSINESS

Item No. 11 – Resolution No. 2018-27R, *Citrus Tower Charter School*

City Clerk Howe read Resolution No. 2018-27R aloud by title only.

A Resolution of the City Council of the City of Clermont, Lake County, Florida, granting a Conditional Use Permit to allow for a K-8 Charter School in the Lost Lake DRI Planned Unit Development Zoning District.

Senior Planner Kruse presented the applicant's request for a Conditional Use Permit to construct a K-8 charter school on 5 acres at Steve's Road and Citrus Tower Boulevard. The applicant is proposing a single-story building, up to 42,000 square feet, with a maximum school capacity of up to 700 students. Based upon the latest conceptual site plan, the site will have one access point from Steve's Road and an emergency only access point from Citrus Tower Boulevard. The school does not provide any transportation and will be a parent drop-off and pickup only. The hours of operation will be from 6:00 AM to 6:00 PM with drop-off generally spanning from 6:30 AM to 8:00 AM. Parents will be assigned a pick-up window of time for their children based upon grade level and release time. The school will follow the traditional public school schedule and not be opened year round. The school will offer an afterschool program until 6:00 PM for working parents and will not be leased out on the weekends for other organizations or uses. The initial enrollment will be approximately 400 students with the addition of an upper grade level progressing yearly until the 700 student capacity is reached. The site can accommodate up to 116 vehicles in the stacking area. The applicant has indicated a school resource officer will be provided by the operator. To assist with operational issues at the school driveway, a traffic officer may aid with exiting from the school in the morning, if the need arises. An off-duty sheriff would be hired to perform this function. Lake Sumter Metropolitan Planning Organization indicated several areas of concern with the traffic and suggested performing the traffic counts when school is in session in September to get an accurate idea of the impacts. Staff has identified 3 schools within a half mile of the site and two additional schools within a mile of the site. Staff recommended denial of the request for a Conditional Use Permit. The Planning and Zoning Commission recommended denial of the request.

Wade Boyette, Attorney for the applicant, stated the property was part of the Lost Lake Reserve DRI which allows for a school use. When the request went before the School Board, the site was referenced as a suitable site for a school. Representative Mark Dodd recommended the motion to approve the charter school and voted unanimously on this site. This is a school which will only be open seven to eight months in a year and will result in no added traffic over the summer. Traffic will only be impacted twice a day, but not on the weekends.

Angel de la Portilla, consultant from Central Florida Strategies, stated Lake County School District approved the charter on this site in December. This parcel was vetted by the school district with the School Board voting unanimously for approval. There are 1,576 residential units approved or under construction in the surrounding area which will generate approximately 500 new students in Clermont. Lake County does not have any new schools programmed in the 5-year budget for Clermont and the surrounding area. A new K-8 school for 765 students would cost the taxpayers of Lake County over \$22 Million in new school construction cost. The proposed charter school is offering a solution and will help solve the overcrowding at schools.

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James Taylor, P.E., Transportation Consultant with Kimley-Horn & Associates, Inc., provided information on the characteristics of charter schools. Charter schools have a hard capacity limit and cannot exceed 765 students. The charter school will have staggered drop-off and pick-up times. The new site plan has the capacity for 123 vehicles in the stacking area. Traffic Impact Analysis and the resulting conclusions and recommendations were reviewed. No transportation deficiencies were identified in the buildout condition as a result of the school traffic. Adequate vehicle stacking distance is proposed onsite to accommodate expected vehicles during peak operations. Turn lanes at the driveway are recommended for operations to separate the traffic on Steve's Road. An annual monitoring condition is proposed to address any operational issues that arise as enrollment increases. Lake Sumter Metropolitan Planning Organization and staff's reported concerns were each addressed. The charter school allows for flexibility with operations and has a hard cap on enrollment. Traffic Impact Analysis addressed staff concerns by showing no new deficiencies identified due to school impact, adequate stacking distance available onsite. Additional measures to address concerns are staggered start times, adding turn lanes, monitoring conditions, and contingency planning.

T.J. Fish, T.J. Fish Planning and Development Consulting Services, provided history of the area. Applicant is offering to mitigate traffic impacts.

Todd Lucas, Summit Construction Group, showed photographs of the site plan to Council. The traffic generated from the new school will be from reallocation of existing traffic and not new vehicles. No outdoor speakers on the property meaning there is no outside announcements. The applicant is providing fencing between the property and the homeowners to match the existing fencing as well as installing a landscape buffer. A right turn lane and minor expansion of Steve's Road will be done for the charter school.

Mayor Ash recessed the meeting at 8:50pm. Mayor Ash reconvened at 9:02pm.

Attorney Boyette clarified the staff report stated the request was for 700 students but the applicant would like to increase the request to 765 students. The applicant had two community meetings with the Homeowner's Association to hear their concerns.

Mayor Ash opened the Public Hearing.

The following expressed support for the Conditional Use Permit:

Catherine Robinson, 17282 Old Tobacco Road
Jason Imeidopf, 1589 Silhouette Drive
Adam Zimmer, 10328 Madison Park Court
Robert Imeidopf, 2563 Squaw Creek
Jodi Evans, 1613 Oak Hollow Road
Jim Purvis, 4206 Hammersmith Drive

The following expressed opposition to the Conditional Use Permit:

Ann Ryan, 1600 Orange Park Lane
Marion Ringwood, 1808 Nature Cove Lane
Dennis Allard, 1792 Nature Cove Lane
Kimberly Hausuer, 2438 Linkwood Avenue
Mark Patterson, 2470 Linkwood Avenue
Danielle Page, 2422 Linkwood Avenue
Nathan Rausch, 2434 Linkwood Avenue

Mayor Ash closed the Public Hearing.

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Mr. Lucas stated the subject property is zoned for a school. The dumpsters can be relocated due to its proximity to a homeowner's backyard. Traffic will be from people reallocating from existing nearby schools. There are no exterior lights on the school. There will be no new deficiencies from the school being at this location.

Council Member Bates disclosed he met with the applicant approximately two months ago to discuss the traffic and expressed support for the charter school. He inquired of the material used for the fencing along the adjacent neighborhood. Mr. Lucas clarified the added fencing will match the existing fence which is vinyl with hedging and large trees to create a canopy on site and agreed to move the dumpster site on the property.

Council Member Travis disclosed she met with Attorney Boyette and the consultant to discuss overcrowding and expressed concern for the overcrowding of schools.

Council Member Goodgame expressed support for more schools, but expressed concerns with traffic for the proposed site.

Mayor Ash expressed concerns regarding funding and inquired about the amount of teachers and staff which will be employed at the charter school. Mr. Lucas replied there will be 35 to 40 staff members with 18 to 25 students per class based on the grade level.

Council Member Bates inquired about student pick-up and drop-off. Mr. Lucas replied there is a proposed exit only opening onto Citrus Tower Boulevard from the site. Senior Planner Kruse clarified the additional exit only onto Citrus Tower Boulevard was not included in the material submitted. Attorney Mantzaris stated the Conditional Use Permit is only for the outline submitted with the exit only not being a part of the Conditional Use Permit. The applicant would have to return to Council to amend the Conditional Use Permit to allow for the exit onto Citrus Tower Boulevard.

Council Member Bates moved to approve Resolution 2018-27R as amended with a 765 student maximum; seconded by Council Member Travis. The motion passed 3 to 1 with Council Member Goodgame opposed.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
October 9, 2018

ADJOURN: With no further comments, this meeting adjourned at 9:59pm.

APPROVED:

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
October 23, 2018

The City Council met in a regular meeting on Tuesday, October 23, 2018 in the Clermont City Council Chambers. Mayor Ash called the meeting to order at 6:30pm with the following Council Members present: Council Members Brishke, Travis, Bates, and Goodgame. Other City officials present were City Manager Gray, City Attorney Mantzaris, and Deputy City Clerk Zinker.

INVOCATION AND PLEDGE OF ALLEGIANCE

Pastor Rick Van Wagner gave the invocation followed by the Pledge of Allegiance.

PROCLAMATION

Deputy City Clerk Zinker read the Family Christian Center 25 Years of Service proclamation aloud. Mayor Ash presented the proclamation to Rick Van Wagner with the Family Christian Center.

PRESENTATIONS

Florida Festival and Events Association Award

Suzanne Neve, CEO of Florida Festival and Events Association, thanked the Council and congratulated the City for creating a sense of community through live events. The Florida Festival and Events Association celebrates accomplishments annually of their members through the Sensational Awards Program. The City of Clermont received first place promotional item for the Earth Day Celebration, second place promotional mailer for Light Up Clermont, and third place promotional poster for Clermont's Cycle and Seek.

Mayor Ash congratulated staff.

PUBLIC COMMENTS

Marc Dodd, Lake County School Board, 10512 Via Como Court, reviewed concerns mentioned in the School Board's letter to Council regarding the presentation for the Citrus Tower Boulevard charter school Conditional Use Permit stating the applicants of this request made several factual errors.

Council Member Brishke inquired if Council could revisit the Conditional Use Permit. City Attorney Mantzaris stated there is not an option for the Council to rehear the matter at this time. The approval was for a Conditional Use permit and was not an approval of a school. The Conditional Use Permit process is a zoning related process with no process for a rehearing in effect.

Council Member Goodgame expressed concern for wrong information presented to Council. City Attorney Mantzaris clarified any City resident has the right to appeal the decision, but the Council should not discuss the item at this point as the subject is not properly before the Council.

Danielle Page, 2422 Linkwood Avenue, expressed opposition to the Council's prior decision regarding the Citrus Tower Conditional Use Permit. Ms. Page stated she was informed the Council could rehear the matter if there was a procedural error and expressed concern of violation by the applicant of advertisement requirements. City Attorney Mantzaris replied the change requested by the applicant came up at the previous meeting which does not make it a procedural issue or violation of the advertisement requirements. Ms. Page expressed concern with public reviews of the applicant. City Attorney Mantzaris clarified that there are options available for those who disagree with the Council's prior decision, but the Council should not be rehearing matters now that were previously held.

Marion Ringwood, 1808 Nature Cove Lane, expressed opposition to the decision made regarding the Citrus Tower Boulevard charter school Conditional Use Permit and the comments made by the Council Members.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
October 23, 2018

Bob Yarnall, 1375 Misty Glen Lane, provided pictures to the Council and expressed concerns with the conditions of Legends Golf Course. City Attorney Mantzaris stated the matter is scheduled to go before the Special Magistrate.

Vance Jochim, 12619 Milwaukee Avenue, Tavares, recommended for the City to stream future Council meetings and expressed concern of the decision made by Council regarding the Citrus Tower Boulevard charter school.

Charlene Forth, 939 W. Desoto Street, stated she sent a letter on September 21, 2018 requesting to be on the agenda and that she was denied.

Mayor Ash convened the meeting at 7:05pm. Mayor Ash reconvened the meeting at 7:10pm.

Mrs. Forth inquired as to whom instructed her not to be listed on the agenda. Council Member Travis asked the requested topic. Mrs. Forth expressed concern regarding the conduct of Council.

REPORTS

City Manager Gray – No report.

City Attorney Mantzaris – No report.

Council Member Bates personally thanked Rick Van Wagner and his family.

Council Member Goodgame commented on the “Snack in a Sack” program and thanked Rick Van Wagner.

Council Member Brishke – No report.

Council Member Travis reported she competed in the Great Floridian on Saturday and thanked the Police Department for their efforts.

Mayor Ash reported on October 11, she visited Lost Lake Elementary school to speak on the role of the Mayor. Today she received thank you cards from the kids in the classes. That night, she attended the Citizens Academy at City Hall. On October 12, she attended the Transportation Summit at the City Center. Later that evening, she attended the ribbon cutting of the Amish Pretzel Shop. Later that evening, she attended a meeting at the Colonies Club at Kings Ridge to discuss the latest businesses in Clermont. On October 15, she attended the Thrive sponsored Teen Summit at the Arts and Recreation Center. On October 16, she met with a previous City resident at City Hall who has now moved back to the City. On October 17, she attended the VIP opening of Home to Suites which will be great for athletes training in Clermont. The next morning, she met with the Homeless Task Force at the City Center to discuss the opening of the Woodwinds Apartments. On October 20, she was at Victory Pointe for the start of the Great Floridian Triathlon. Later that morning, she held Coffee with the Mayor at the Suncreek Brewery. Later that day, she attended the banquet for the Caribbean American Association of Lake County at Gabby’s Hall. Yesterday, she attended the monthly Lake Apopka Natural Gas District meeting where the focus was on the final fiscal year budget.

CONSENT AGENDA

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

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
October 23, 2018

Item No. 1 – Piggyback Contract

Consider request to piggyback the Florida Sheriff's Association contract number FSA 18-VEL26.0 with Duval Ford Fleet Sales and AutoNation to purchase vehicles in the budgeted amount of \$301,709

Item No. 2 – Piggyback Contract

Consider request to piggyback the Florida Sheriffs Association contract number FSA18VEL16.0 with Container Systems & Equipment Company, Inc. and TruckMax, Inc. to purchase two (2) side-loader trucks and one (1) flatbed truck with rail and lift gate in the budgeted amount of \$694,006.94

Item No. 3 – Piggyback Contract

Consider request to piggyback the Lee County B.C.C. contract with Asphalt Paving Systems, Inc. to provide alternative paving services in the annual estimated budgeted amount of \$600,000.

Item No. 4 – Collective Bargaining Agreement

Consider agreement with the International Union of Police Associations, AFLCIO Clermont Police Officers Local 6013 and Sergeants Local 6014.

Item No. 5 – Resolution No. 2018-43R
Girls and Boys Club

Consider approval of First Amendment to the 2014 Facility Use and License Agreement with the Boys and Girls Club of Lake and Sumter Counties.

Item No. 6 – Resolution No. 2018-44R
Cooper Memorial Library

Consider the Inter-Local Agreement for Cooper Memorial Library Funding in the Budgeted amount of \$76,920.

Item No. 7 – Resolution No. 2018-46R
Employment Policies Manual

Consider Resolution to amend the Employment Policies Manual.

Item No. 8 – Resolution No. 2018-47R
Conduct of Proceedings

Consider Resolution establishing procedural guidelines/rules and procedures to govern conduct of proceedings pursuant to Florida Statutes, Section 70.51.

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

UNFINISHED BUSINESS

Item No. 9 – Ordinance No. 2018-35, *Introduction, Olympus*

Deputy City Clerk Zinker read Ordinance No. 2018-35 aloud by title only.

An Ordinance of the City Council of the City of Clermont, Lake County, Florida, providing for the annexation of a certain parcel of land in accordance with the Interlocal Service Boundary Agreement dated December 2, 2014; providing for an effective date, severability, recording, and publication.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
October 23, 2018

Council Member Bates moved to introduce Ordinance No. 2018-35; seconded by Council Member Goodgame. The motion passed with all members present voting aye.

Item No. 10 – Ordinance No. 2018-34, *Transmittal, Olympus*

Deputy City Clerk Zinker read Ordinance No. 2018-34 aloud by title only.

An Ordinance of the City Council of the City of Clermont, Lake County, Florida, adopting the Large Scale Comprehensive Plan Amendment for the City of Clermont, Florida, pursuant to the Local Government Comprehensive Planning Act, Chapter 163, Part II, Florida Statutes; setting forth the authority for adoption of the Large Scale Comprehensive Plan Amendment; setting forth the purpose and intent of the Large Scale Comprehensive Plan Amendment; providing for the adoption of the Large Scale Comprehensive Plan Amendment; establishing the legal status of the Large Scale Comprehensive Plan Amendment; providing a severability clause and providing an effective date.

Development Services Director Henschel presented the applicant's request for an amendment to the Future Land Use Map of the City of Clermont Comprehensive Plan. This amendment application is associated with an annexation and an initial zoning application that have been filed with the City. The applicant is requesting the City to designate the property with a future land use category as Master Planned Development. The subject site is 247.37 gross acres in size. The current Future Land Use designation in unincorporated Lake County is Wellness Way Area Plan Town Center and Wellness Way Area Plan 1. Staff recommended approval.

City Manager Gray clarified the Council is currently only voting to transmit the Ordinance to the State with the Ordinance returning to Council for discussion and final voting in December of this year.

Mayor Ash opened the Public Hearing. There were no comments. Mayor Ash closed the Public Hearing.

Council Member Bates moved to approve the transmittal of Ordinance No. 2018-34; seconded by Council Member Brishke. The motion passed with all members present voting aye.

NEW BUSINESS

Item No. 11 – Resolution No. 2018-41R, *Hunt Street*

Deputy City Clerk Zinker read Resolution No. 2018-41R aloud by title only.

A Resolution of the City Council of the City of Clermont, Lake County, Florida, granting a Conditional Use Permit to allow for a structure occupying more than 5,000 square feet of floor space in the C-1 Light Commercial Zoning District.

Development Services Director Henschel presented the applicant's request for a Conditional Use Permit to allow for a mixed use commercial office building over 5,000 square feet in the C-1 Light Commercial zoning district. The applicant's proposal is for an 11,333 square foot mixed use commercial development with office and retail uses. Currently there are two existing buildings on site that will be removed to allow room for the new development. The site is located on the south side of Highway 50 and on the west side of Citrus Tower Boulevard. The applicant has submitted and received from the Lake-Sumter Metropolitan Planning Organization an exemption from doing a full tier 1 Traffic Impact Analysis based on the land use change that is estimated to generate approximately 279 daily trips and 29 PM peak hour trips. The development concept plan as submitted will not require any variances to the Land Development Code. Staff recommended approval of the Conditional Use Permit.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
October 23, 2018

David Klutz, Project Engineer, stated he was available to answer any questions.

Mayor Ash opened the Public Hearing. There were no comments. Mayor Ash closed the Public Hearing.

Council Member Goodgame inquired of any interest in connecting the subject property to the surrounding properties. Mr. Klutz replied there is not currently any plans to do so but will consider the option.

Council Member Bates moved to approve Resolution No. 2018-41R; seconded by Council Member Brishke. The motion passed with all members present voting aye.

Item No. 12 – Variance Request, *Chick-Fil-A*

Development Services Director Henschel presented applicant's request for a reduction of the required 30 foot special setback for an accessory structure canopy. The current request is a 15 foot setback rather than the required 30 foot setback for the proposed canopy. Staff recommended approval of the variance request.

Bill Pfeffer, Engineer with Bowman Consulting, stated he was available to answer any questions.

Mayor Ash opened the Public Hearing.

Karen Heart, 3102 Anquilla Drive, expressed concern with the appearance of the proposed canopy.

Mayor Ash closed the Public Hearing.

Mayor Ash inquired about the landscape buffer on the subject property. Development Services Director Henschel replied a 10 foot landscape buffer will be required with a five foot distance between the canopy and the landscape buffer.

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

Item No. 13 – Ordinance No. 2018-38, *Police Officer Retirement Plan*

Deputy City Clerk Zinker read Ordinance No. 2018-38 aloud by title only.

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.

Council Member Bates moved to introduce Ordinance No. 2018-38; seconded by Council Member Goodgame. The motion passed with all members voting aye.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
October 23, 2018

ADJOURN: With no further comments, this meeting adjourned at 7:43pm.

APPROVED:

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, November 13, 2018		
Agenda Item Name		
Legislative Priorities		
Requested Action		
Recommend to approve the City of Clermont's list of Legislative Priorities.		
Staff Report		
The City of Clermont has recently updated its list of Legislative Priorities to include our upcoming Master Plan Projects and other overall priorities. Staff recommends approval of this list of legislative priorities. <u>Legislative Priorities:</u> Project Olympus Utilities Extension The Waterfront & Downtown Wi-Fi Trail Project The Downtown Waterfront District Phase 2 and "Meet in the Middle" Park Project		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		

**AGENDA ITEM**

Meeting Date																																													
Tuesday, November 13, 2018																																													
Agenda Item Name																																													
Surplus Request																																													
Requested Action																																													
Recommend to approve and declare end of life inventory as surplus from the Fire Department and dispose of in accordance with the Purchasing Policy.																																													
Staff Report																																													
The Purchasing Department, on behalf of the Fire 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. Fire Department <table><thead><tr><th>Qty:</th><th>Property Description</th></tr></thead><tbody><tr><td>(5)</td><td>LArescue bag</td></tr><tr><td>(5)</td><td>Green back packs</td></tr><tr><td>(1)</td><td>Ferno jump bag</td></tr><tr><td>(3)</td><td>Nellcor SpO2 sensor extension</td></tr><tr><td>(3)</td><td>Nellcor SpO2 esntention/probe</td></tr><tr><td>(1)</td><td>MNC-I masimo SpO2 extension/probe</td></tr><tr><td>(2)</td><td>Lifepak 12 4-lead cables</td></tr><tr><td>(3)</td><td>Lifepak 12 12-lead cables</td></tr><tr><td>(2)</td><td>Lifepak 12 quick combo cables</td></tr><tr><td>(3)</td><td>Various car adaptors</td></tr><tr><td>(1)</td><td>PC to phone connection</td></tr><tr><td>(11)</td><td>Adult BVM rescue mask</td></tr><tr><td>(1)</td><td>Power Heart AED simulator</td></tr><tr><td>(1)</td><td>Laerdal VitalSim</td></tr><tr><td>(3)</td><td>3-foot padded splints</td></tr><tr><td>(2)</td><td>4-foot padded splints</td></tr><tr><td>(3)</td><td>Power Heart AED G-3 (expired)</td></tr><tr><td>(1)</td><td>Laerdal heart start AED (expired)</td></tr><tr><td>(8)</td><td>Various thermometers</td></tr><tr><td>(3)</td><td>EZ-IO Drills (expired)</td></tr><tr><td>(2)</td><td>Lifepak 12-volt batteries (expired)</td></tr></tbody></table> Salvageable surplus property will be sold through GovDeals.com, an electronic auction website for government property. Non-salvageable property will be disposed of appropriately.		Qty:	Property Description	(5)	LArescue bag	(5)	Green back packs	(1)	Ferno jump bag	(3)	Nellcor SpO2 sensor extension	(3)	Nellcor SpO2 esntention/probe	(1)	MNC-I masimo SpO2 extension/probe	(2)	Lifepak 12 4-lead cables	(3)	Lifepak 12 12-lead cables	(2)	Lifepak 12 quick combo cables	(3)	Various car adaptors	(1)	PC to phone connection	(11)	Adult BVM rescue mask	(1)	Power Heart AED simulator	(1)	Laerdal VitalSim	(3)	3-foot padded splints	(2)	4-foot padded splints	(3)	Power Heart AED G-3 (expired)	(1)	Laerdal heart start AED (expired)	(8)	Various thermometers	(3)	EZ-IO Drills (expired)	(2)	Lifepak 12-volt batteries (expired)
Qty:	Property Description																																												
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(2)	Lifepak 12-volt batteries (expired)																																												

Additional Analysis		
Fiscal Impact Summary		
Surplus property is anticipated to be sold for approximately \$4,000.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Fire Department - Property Disposal	Fire Department - Property Disposal.pdf	



PROPERTY DISPOSAL FORM

Dept. / Division: FIRE/FIRE Property Tag #: N/A
Contact Person: Sean Sacco Phone: 352-394-7662
Year / Make / Model: See Attached Vehicle No. n/a
Miles / Hours: n/a Serial / VIN: n/a
Description of Property LP-12 cardiac monitor batteries

☒ 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: Kathy Johnson

Date: 10/16/18

*****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 #: N/A
Contact Person: Sean Sacco Phone: 352-394-7662
Year / Make / Model: See Attached Vehicle No. n/a
Miles / Hours: n/a Serial / VIN: n/a
Description of Property see attached

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

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

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
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- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:** _____

Director Signature: Kathy Johns-Lin

Date: 10/16/17

*****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: _____

Fire Surplus/Recycle

ITEM	Quantity	List/starting bid	Total
LArescue bag	5	\$ 20.00	\$ 100.00
Green back packs	5	\$ 20.00	\$ 100.00
Ferno jump bag	1	\$ 20.00	\$ 20.00
Nellcor SpO2 sensor extension (new)	3	\$ 25.00	\$ 75.00
Nellcor SpO2 extension/probe used	3	\$ 25.00	\$ 75.00
MNC-I masimo SpO2 extension/probe	1	\$ 30.00	\$ 30.00
Lifepak 12 4-lead cables	2	\$ 75.00	\$ 150.00
Lifepak 12 12-lead cables	3	\$ 35.00	\$ 105.00
Lifepak 12 quick combo cables	2	\$ 25.00	\$ 50.00
Various car adaptors	3	\$ 5.00	\$ 15.00
PC to phone connection	1	\$ 5.00	\$ 5.00
Adult BVM Rescue Mask	11	\$ 5.00	\$ 55.00
Power heart AED simulator	1	\$ 120.00	\$ 120.00
Laerdal VitalSim	1	\$ 25.00	\$ 25.00
3 foot padded splints	3	\$ 5.00	\$ 15.00
4 foot padded splints	2	\$ 5.00	\$ 10.00
			\$ 950.00
Recycle			
ITEM	Quantity	Price(new)	Total
Power heart AED G-3(expired)	3	\$ 500.00	\$ 1,500.00
Laerdal heart start AED(expired)	1	\$ 595.00	\$ 595.00
Various cheap Thermometers	8	\$ 10.00	\$ 80.00
Expired EZ-IO Drill(s)	3	\$ 299.00	\$ 897.00
(these potentially may sell)			\$ 3,072.00
Trashed/Recycled at barn			
Lifepak 12 batteries, expired	2	\$ 350.00	



sell

recycle(potential sell)

trash/throw away



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, November 13, 2018		
Agenda Item Name		
Contract Award		
Requested Action		
Recommend to approve a piggyback contract number RFP #18-0928 from the Lake County B.C.C. with American Building Safety Associates, Inc. to provide building, electrical, mechanical, plumbing, and fire safety inspections and plan review services.		
Staff Report		
The Purchasing Department and the Development Services Department recommend approval of the above action. At the request of the Development Services Department, the Purchasing Department sought a contract from Lake County B.C.C. to obtain building, electrical, mechanical, plumbing, and fire safety inspections and plan review services. In accordance with the direction of City Council, the Purchasing Department issued a Request for Interest (RFI) number 1910-011 to notify local vendors of the City's intent to utilize other governmental entities' contract. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Purchasing Department received no interest. Based on this, staff recommends that Council approve to piggyback the Lake County B.C.C. contract. The Lake County B.C.C. contract was obtained through a fully competitive solicitation and complies with the City of Clermont Purchasing Policy.		
Additional Analysis		
Fiscal Impact Summary		
The estimated annual amount of this contract anticipated to be spent in FY 2019 is \$325,000 which is included in the current year approved budget. Account Code:11524-53191		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFI 1910-011 RFI 1910-011.pdf		



REQUEST FOR INFORMATION

Intent to Utilize Lake County B.C.C. Contract for Building Plan Review and Inspection Services

CONTACT INFORMATION:	RFI No. 1910-011	ISSUED DATE: October 24, 2018
Marilyn Rodriguez Contracts Coordinator EMAIL: mrodriguez@clermontfl.org Phone: (352) 241-7350	NOTICE OF INTENT TO PIGGYBACK A CONTRACT NOTICE END DATE: <u>November 1, 2018 at 2:00 P.M. (EST)</u> DEADLINE FOR WRITTEN QUESTIONS: <u>Not Applicable</u>	

SOLICITATION RESPONSE: Responses will be received until the notice end date specified above or as otherwise amended. No late responses will be accepted.

Responses may be submitted electronically to the Purchasing Director by email.

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

This Request for Information (RFI) is intended to notify local vendors of the City's intent to utilize other government entities' contract. **This is not an invitation to submit a bid or quote.** If no local vendor responds to the RFI, the Purchasing Department will proceed with utilizing the referenced contract. Local vendor is defined as businesses located in South Lake County, preferably located within the City limits. This notice will be posted for seven (7) business days.

1 – PIGGYBACK CONTRACT INFORMATION

(a) Department: Development Services Department

(b) Company Information: American Building Safety Associates, Inc.

(c) Contract Number and Title: RFP #18-0928A, Building Plan Review and Inspection Services

(d) Length of Contract: Contract expires October 1, 2019 with optional two (2) additional one-year renewal.

(e) Product or Service Provided: To provide building, electrical, mechanical, plumbing and fire safety inspections and plan review services.

2 – ACTION TO BE TAKEN

If you're a local vendor, please contact the Purchasing Director by email or by mail prior to the "Notice End Date" indicated above to advise whether your company can provide any of the product or service mentioned above.

Prospective local vendor respondents are requested to provide information regarding their ability to provide the product or serve described. **Respondents are not to provide pricing.** All responses will be evaluated by the Purchasing Department and the Department requesting the product or service which will be the sole determining power in establishing the approved equal status of the commodity offered by the respondent.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, November 13, 2018		
Agenda Item Name		
Piggyback Purchase		
Requested Action		
Recommend to approve the piggyback purchase of a vehicle from Coggin Ford off the Florida Sheriff's Association contract number FSA18-VEL16.0 and the applicable retrofitting from Tampa Crane & Body as a single/sole source purchase in the total budgeted amount of \$112,677.		
Staff Report		
The Purchasing Department and Environmental Services Department recommend approval of the above action. In accordance with the direction of City Council, the Purchasing Department issued a Request for Interest (RFI) number 1910-014 to notify local vendors of the City's intent to utilize other governmental entities' contract. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Purchasing Department received no interest. Based on this, staff recommends that Council approve to piggyback the Florida Sheriffs Association contract number FSA18-VEL16.0. The Purchasing Director approved the single/sole source justification on April 3, 2018 after confirming the validity of the sole source letter from the company. The single/sole source determination is valid for one year from the approval date. Environmental Services Department (1 vehicle + retrofit) Purchase of Vehicle = \$39,979 Cost to Retrofit Vehicle = \$72,698 The Florida Sheriff's Association contract was obtained through a fully competitive solicitation and complies with the City of Clermont Purchasing Policy.		
Additional Analysis		
Fiscal Impact Summary		
The fiscal impact of \$112,677 is included in the FY 2019 approved budget. Environmental Services Department (1 vehicle): 2019 Ford F550 Regular Cab 4x4 = \$39,979 Retrofit vehicle for crane operations = \$72,698 42535-66401		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)		
1.	Environmental Services Vehicle Quote + Retrofit	Environmental Services Vehicle Quote + Retrofit.pdf
2.	TAMPA CRANE & BODY	TAMPA CRANE & BODY.pdf



COGGIN FORD

9650 Atlantic Boulevard
Jacksonville, FL 32225

Phone: 904.725.3060 Fax: 904.723.6122

CAB & CHASSIS TRUCKS AND OTHER FLEET EQUIPMENT

DATE: October 25, 2018

BILL TO: CITY OF CLERMONT
c/o Richard Cook

FLORIDA SHERIFFS ASSOCIATION		FSA18-VEH16.0	AMOUNT
SPEC #11: 2019 FORD F550 REGULAR CAB 4x4 DRW XL (F5H)			\$ 37,552.00
Z1 - OXFORD WHITE EXTERIOR		INCLUDED	
AS - MEDIUM EARTH GRAY VINYL INTERIOR, 40/20/40 SPLIT BENCH SEATING		INCLUDED	
99T - 6.7L POWERSTROKE V8 TURBO DIESEL ENGINE		INCLUDED	
44W - 6 SPEED AUTOMATIC TRANSMISSION		INCLUDED	
512 - SPARE TIRE AND JACK		INCLUDED	
X4N - LIMITED SLIP 4.10 AXLE RATIO		INCLUDED	
90L - POWER EQUIPMENT GROUP			\$ 914.00
52B - TRAILER BRAKE CONTROLLER			\$ 269.00
56R - PTO PROVISION			\$ 289.00
84CA - 84" CAB TO AXLE			\$ 160.00
D-SHIP - BODY TRANSFER. 3RD PARTY BODY SWAP, OR INSTALLATION OF NEW BODY NOT INSTALLED BY DEALER			\$ 795.00
Subtotal			\$ 39,979.00
Total			
		SUBTOTAL	\$ 39,979.00
		TAX RATE	
		SALES TAX	-
		OTHER	
		TOTAL	\$ 39,979.00

Customers Approval for above work: _____



Tampa Crane & Body, Inc.
5701 N. 50th St.
Tampa, FL 33610
(813) 323-2585 - Cell
(813) 246-5510 - Work
(813) 246-5322 - Fax

Quote# 10738

TO: CITY OF CLERMONT
ATTENTION: RICHARD COOK
ADDRESS:
CITY:

DATE: OCTOBER 26, 2018
PHONE:
FAX:

E-MAIL: RCOOK@CLERMONTFL.ORG

WE ARE PLEASED TO QUOTE THE FOLLOWING:

STELLAR PACKAGE PRICED PER ITEMS INSTALLED ON YOUR CHASSIS

- **STELLAR 7630 EQUIPPED WITH CDT PLUS, PTO, PUMP, RESERVOIR WITH OIL, RETURN FILTER, SPRING KIT TO LEVEL CHASSIS, INSTALLED ADJUSTABLE BOOM SUPPORT**
- **STELLAR TMAX 1 BODY WITH ALUMINUM DOORS, ALL COMPARTMENT RAISED TO 52", 8" DROP WELL IN THE OXY/ACT COMPARTMENT FOR 60" BOTTLES, RECESSED FRONT BULKHEAD FOR RESERVOIR, MASTER LOCKS SYSTEM, 22" DEEP COMPARTMENTS, 133" LONG, 21" STEP BUMPER WITH STORAGE, 6 RECESSED TIE DOWNS IN FLOOR, TWO REAR GRAB HANDLES, 12" FOLD DOWN TAILGATE STAINLESS STEEL BILLET STYLE HINGES WELD RECEIVER HITCH WITH 7 WAY RV PLUG SHELVEING PACKAGE**
- **HYDRAULIC IN/OUT UP/DOWN OUTRIGGERS**
- **ROTARY SCREW 45R AIR COMPRESSOR, 1/2" X 50' AIR REEL, FLR KIT INSTALLED 25 GALLON AIR TANK KIT INSTALLED UNDER BODY**
- **LED COMPARTMENT LIGHTS INSTALLED**
- **FOUR (4) FLOOD LIGHTS LED INSTALLED**
- **GRAB HANDLE FROM BODY TO BUMPER DRIVER SIDE WITH PULLOUT**
- **SAFETY STEP**
- **LINE-X BODY SIDE WALLS, FLOOR, AND TOP OF BUMPER**
- **7 DRAWER SLIDE OUT DRAWER PACKAGE DRIVERS FRONT**
- **BACKUP ALARM, MUD FLAPS, TRAILER PLUG**
- **ABOVE BODY IS MOUNTED AND PAINTED POLY WHITE**
- **NET PRICE WITH PDI CHASSIS \$72,698.00**

Please review the listed items quoted above. In order to ensure efficient and low-cost production for both Tampa Crane & Body and the buyer, the customer agrees to the installations and modifications as specified above. Any changes made hereafter that require additional labor and/or parts may be charged to the customer. *Customer Initial:* _____

**TERMS: 20 % DEPOSIT WITH SIGNED ORDER; BALANCE DUE UPON SHIPMENT
NO APPLICABLE FEES, TAXES, FET OR FREIGHT ARE INCLUDED UNLESS STATED
THIS QUOTE GOOD FOR 30 DAYS FROM PROPOSAL DATE.**

Sincerely,

**Andrew J. Solo
V.P./Sales Manager**

This quotation is accepted on this _____ day of _____, 2018.

Signed by Company Representative: _____

Printed Name: _____

Please sign and fax all pages to 813-246-5322 or email to: Andrewsolo@msn.com

SOLE SOURCE JUSTIFICATION

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

SECTION A - SOLE SOURCE PURCHASE:

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

Supplies/Services Required (be specific): repairs to crane trucks and lift gates

Company Name: Tampa Crane & Body, Inc.

Employee Name: Laura Crouse

Ph: 813-246-5510

Requested by: John Carter

Dept.: Environmental Services

Department Director: Dennis Westrick

Dept.: Environmental Services

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

AVAILABILITY/ONE OF A KIND:

No competitive product exists or is available from another vendor.

COMPATIBILITY:

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

X

REPLACEMENT/MAINTENANCE:

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

OTHER:

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

SECTION B - REQUESTER CERTIFICATION:

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


(Signature of Requester)

4-3-18
(Date)


(Signature of Department Director)

4/3/2018
(Date)

SECTION C - TO BE COMPLETED BY THE PURCHASING DIRECTOR:

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

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

Do not concur for the following reason(s):


(Signature of Purchasing Director)

4-3-18
(Date)



March 29, 2018

To Whom It May Concern:

Please accept this letter as notification of Tampa Crane & Body, Inc.'s status and classification as a "Sole Source Vendor" for Tommygate Liftgates. We are the sole distributor in Central and Southern Florida for Tommygate Liftgates.

If you have any questions, or need any additional information, please do not hesitate to contact our office.

Sincerely,

Tampa Crane & Body, Inc.

5701 N. 50th Street
Tampa, FL 33610
Telephone: (813) 246-5510 Fax: (813) 246/5322



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, November 13, 2018		
Agenda Item Name		
Piggyback Purchase		
Requested Action		
Recommend to approve a piggyback from the Florida Sheriff's Association contract number FSA18-VEL26.0 with Duval Ford Fleet Sales and Stingray Chevrolet to purchase vehicles.		
Staff Report		
The Purchasing Department, Police Department and the Public Works Department recommend approval of the above action. In accordance with the direction of City Council, the Purchasing Department issued a Request for Interest (RFI) number 1910-012 to notify local vendors of the City's intent to utilize other governmental entities' contract. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Purchasing Department received no interest. Based on this, staff recommends that Council approve to piggyback the Florida Sheriffs Association contract number FSA18-VEL26.0. Below is the breakdown of vehicles and dollar amount by department: Public Works Department (1 vehicle) = \$26,673 Police Department (1 vehicle) = \$38,098 The Florida Sheriff's Association contract was obtained through a fully competitive solicitation and complies with the City of Clermont Purchasing Policy.		
Additional Analysis		
Fiscal Impact Summary		
The fiscal impact of \$64,771 is included in the FY 2019 approved budget. Public Works Department (1 vehicle): 2019 Ford Explorer 4x4 at \$26,673 12542-66400 Police Department (1 vehicle): 2019 Chevy Tahoe Police Rated at \$38,098 12521-66400		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)		
1.	Public Works Vehicle	Public Works Vehicle.pdf
2.	Police Department Vehicle	Police Department Vehicle.pdf

CITY OF CLERMONT

Prepared for:		Contract Holder	DATE:
CITY OF CLERMONT TIM CAYTON 352-394-7177 TCayton@clermontfl.org		Duval Ford Fleet Sales Bambi Darr (Work) 904-388-2144 (Fax) 904-387-6816 Bambi.Darr@duvalfleet.com 1616 Cassat Ave. Jax, FL 32210	10/22/18
PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL			
<i>I appreciate your interest and the opportunity to quote. Prices are published by the Florida Sheriff's Association/ Florida Association of Counties & Florida Fire Chiefs' Association Automotive Contract #FSA18-VEL26.0 chassis / FSA18-VEH16.0. (www.flsheriffs.org) If you have any questions regarding this quote please call! Vehicle will be ordered white exterior unless specified on purchase order.</i>			
Labor	Code	Equipment	Price
0	SPEC 30	2019 FORD EXPLORER MID-SIZE 4-DOOR UTILITY VEHICLES - 4X4 K8B	\$ 26,324.00
0	100A	BASE TRIM PACKAGE	NC
0	STD	POWER WINDOWS/ DOOR LOCKS	STD
0	STD	BACK UP CAMERA	STD
0	16N	FLOOR MATS	\$ 119.00
0	TAG	NEW TAG	\$ 230.00
0			
0	YZ	EXTERIOR: OXFORD WHITE	NC
0	7L	INTERIOR: MED LT STONE	NC
VENDOR COMMENTS		PLEASE CLEARLY NOTATE ON YOUR PURCHASE ORDER WHERE DUVAL FORD IS TO SHIP YOUR VEHICLE, HOW THE VEHICLE IS TO BE TITLED, AND WHERE THE INVOICE IS TO BE MAILED.	
UNIT COST			\$ 26,673.00
TOTAL QUANTITY		TOTAL PURCHASE	\$ 26,673.00
1			

VEHICLE QUOTE

Florida Sheriffs' Assn Bid FSA18-VEL26.0

Attention: Capt Mike McMaster
Agency: Clermont Police Dept
Phone #: 352-394-5588
Fax #: 352-394-1644

Date : 10/23/18

MMcMaster@clermontfl.org

Spec Item: 6

Central Region

Option Code	Description	Unit Price
CC15706/9C1	2019 Model Chevrolet Tahoe Police Rated Utility Vehicle 5.3L V8 eng(flex-fuel).; 6-speed Auto Trans.; A/C; AM-FM/CD radio w 4 USB ports & 1 aux jack; Power Cloth 40/20/40 front bench w/ center "20" removed exposing bare floor trim; Vinyl split rear seat; LH side halogen spotlight; Cruise control; Power steering; Daytime running lights; Vinyl floor; 4 wheel disc ABS; Power windows & locks; Full sized spare tire; Center hub caps; Aux. battery; OnStar equipped; bluetooth for phone; front license plate bracket	\$ 31,477.00
Options:		
TTP	Paint 4 doors white below window beltline (<i>not handles or jambs</i>)	\$ 996.00 **
K9	All aluminum black powder coated K9 insert with custom fitted rubber floor liner, white & red LED light, spill-	\$ 2,670.00
HAS	Heat Alarm System: AceK9 Hot-n-Pop Pro w/ optional 10" HD fan kit & No K9 Left Behind feature. Includes remote door popper & holster, dual window drop, siren/horn/lightbar activation output	\$ 2,270.00
PAGERS	Remote pagers with dual antenna kit & up to 1/2 mile range	\$ 650.00
TTAG	Temp tag	\$ 35.00
Warranty:	Basic 3 Years/36,000 miles; \$0 deductible Drivetrain: 5 Years/60,000 miles; \$0 deductible Corrosion: 3 Years/36,000 miles (Rust-Through 6 Years/100,000 miles) Roadside Assistance: 5 Years/100,000 miles	
Options Total:		\$ 6,621.00
Sub-Total Unit Cost:		\$ 38,098.00

Comments:

Also available: Carbon Monoxide Sensor \$165.00; Smoke Detector \$104.00

** GM/Kerr factory paint available \$1300

Quoted By: "Magic" Peter Popiel
Phone #: (407)221-7600
Office #: (813)359-5016
Fax # :
E-mail :

MAGICPETERFLEET@GMAIL.COM



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, November 13, 2018		
Agenda Item Name		
Resolution No. 2018-48R		
Requested Action		
Consider request to approve Resolution No. 2018-48R		
Staff Report		
The Fire Alarm Monitoring Fee (\$130.00) and Commercial Occupancy Fire Inspection Fee (\$103.00) have been charged by the city's Fire Department since the beginning of 2018. Based on direction received from the City Council at the October 18th workshop, staff is requesting these fees be discontinued. Resolution No. 2018-48R formally removes these fees from the citywide Comprehensive Fee Schedule, effective immediately.		
Additional Analysis		
Fiscal Impact Summary		
The current year revenue projections for these fees total \$220,000. The impact to the General Fund will be included in the FY 2019 Q1 Budget Amendment resolution scheduled for December 11.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Resolution No. 2018-48R - 11-13-18	Resolution No. 2018-48R - 11-13-18.doc	



CITY OF CLERMONT
RESOLUTION NO. 2018-48R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING VARIOUS FIRE REVIEW AND INSPECTION SERVICES USER FEES; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Clermont pursuant to its authority as a municipal corporation under the laws of the State of Florida, has the authority to establish and collect fees for planning and zoning, building services, fire review and inspection services, parks and recreation use, police, city clerk and utility billing; and

WHEREAS, the adoption of fees as set forth herein, is consistent with Clermont City Code Section 86.112, is in the best interest of the citizens of the City of Clermont and the cost effective, efficient, and appropriate operation of the City.

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

SECTION 1.

The City Council does hereby eliminate the following fees:

Fire Review and Inspection Services

- Fire Alarm Monitoring \$130.00
- Commercial Occupancy Fire Inspection .013 per square foot; \$103 minimum and \$1,500 maximum

SECTION 2.

Any resolution or ordinance previously adopted by the City Council and in conflict herewith is hereby repealed to the extent of the conflict.

SECTION 3.

A copy of this Resolution and the Comprehensive Fee Schedule shall be kept on file in the City Clerk's office and made available to the public upon request.

SECTION 4.

This Resolution shall take effect November 13, 2018.



CITY OF CLERMONT
RESOLUTION NO. 2018-48R

DONE AND RESOLVED, by the City Council of the City of Clermont, Lake County, Florida this 13th day of November, 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, November 13, 2018			
Agenda Item Name			
Resolution No. 2018-50R			
Requested Action			
Staff Report			
As the largest municipality in Lake County, we are required to appoint an elected official to serve on the Lake County Tourism Development Council Committee. Council Member Travis currently serves on the Tourism Development Council. She filled the unexpired term vacated by former Council Member Keith Mullins. The appointment is for a 4-year term effective December 1, 2018 to December 1, 2022.			
Additional Analysis			
Fiscal Impact Summary			
Fiscal Impact	Fund Number and Description	Available Budget Amount	
Exhibits Attached (copies of original agreements)			
1.	Resolution No. 2018-50R	2018-50R Economic Development & Tourism Appt..doc	



CITY OF CLERMONT
RESOLUTION NO. 2018-50R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, RECOMMENDING APPOINTMENT OF AN ELECTED OFFICIAL TO SERVE ON THE LAKE COUNTY TOURISM DEVELOPMENT COUNCIL COMMITTEE.

WHEREAS, the City of Clermont is the largest municipality in Lake County; and

WHEREAS, as the largest municipality we are required to appoint an elected official to serve on the Tourism Development Council; and

WHEREAS, the appointment is for a four year term beginning December 1, 2018 through December 1, 2022;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Clermont, that the Clermont City Council appoints Council Member Diane Travis to serve on the Tourism Development Council committee.

DONE AND RESOLVED, by the City Council of the City of Clermont, Lake County, Florida this 13th day of November, 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, November 13, 2018								
Agenda Item Name								
Resolution No. 2018-51R								
Requested Action								
Staff Report								
In June 2018, the City solicited a Request for Letters of Interest for the deployment of city owned property located generally on Minneola Avenue in downtown Clermont with Alt Key Nos.: 1614503 and 1087210 for redevelopment opportunities associated with surplus property. Mr. Jayson Stringfellow was the sole respondent to the solicitation. The respondent presented the proposed Art Walk District concept to City Council in a public workshop dated October 18, 2018. The Art Walk District is characterized by a mix-use concept, co-location of commercial units with residential units. Based upon economic data of potential the proposed site is estimated to generate \$79,000.00 in Ad Valorem Tax Revenue based upon 27,000 square feet of commercial space. The residential units, totaling 18,560 square feet would generate \$41,000.00 in Ad Valorem Tax Revenue. The site size and configuration integrates the Art Walk concept originally conceptualized in the Downtown Waterfront Master Plan adopted by City Council in 2015. The purpose of the Art Walk is to provide comfortable, accessible access and connectivity from the Waterfront Core to the Downtown Core. The respondent has proposed the integration of the Art Walk into the project.								
Additional Analysis								
Fiscal Impact Summary								
"Purchase Price" shall be ELEVEN DOLLARS AND FIFTY CENTS (\$11.50) per square feet of the Property as established by the survey and appraisal.								
Fiscal Impact	Fund Number and Description	Available Budget Amount						
Exhibits Attached (copies of original agreements)								
<table><tr><td>1.</td><td>Resolution 2018-51R</td><td>2018-51R The Art District sale.doc</td></tr><tr><td>2.</td><td>Sale Purchase Agreement</td><td>StringfellowSale Purchase Agreement clean 110618.docx</td></tr></table>			1.	Resolution 2018-51R	2018-51R The Art District sale.doc	2.	Sale Purchase Agreement	StringfellowSale Purchase Agreement clean 110618.docx
1.	Resolution 2018-51R	2018-51R The Art District sale.doc						
2.	Sale Purchase Agreement	StringfellowSale Purchase Agreement clean 110618.docx						

3.	Exhibit A to the Sale Purchase Agreement	Exhibit A to the Sale Purchase Agreement.pdf
4.	Art District Concept	Art District Concept.pdf
5.	170202 City of Clermont (8th & Minneola)	170202 City of Clermont (8th & Minneola).pdf



CITY OF CLERMONT
RESOLUTION NO. 2018-51R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT DECLARING SURPLUS APPROXIMATELY .34 +/- ACRES (14,810.40 +/- SQ. FEET) OF REAL PROPERTY LOCATED ON MINNEOLA AVENUE BETWEEN SEVENTH AND EIGHTH STREETS, OWNED BY THE CITY AND AUTHORIZING THE SALE THEREOF TO THE ART DISTRICT, LLC FOR THE PURCHASE PRICE OF \$11.50 PER SQUARE FEET OR APPROXIMATELY \$170,319.60 AS DETERMINED BY A FINAL SURVEY AND AUTHORIZING THE MAYOR TO EXECUTE THE SALE AGREEMENT AND CITY MANAGER TO PERFORM ALL ACTS NECESSARY AND APPROPRIATE TO CLOSE ON THE PROPERTY AS PROVIDED HEREIN.

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, Florida does declare surplus the real property located at Minneola Avenue between Seventh and Eighth Streets and consisting of .34 +/- acres (14,810.40 +/- square feet) and hereby accepts the offer from THE ART DISTRICT, LLC to purchase the .34 +/- acres of real property from the City for \$11.50 per square foot or approximately \$170,319.60 as determined by a final survey of the property and does hereby authorize the Mayor to enter into the contract attached hereto and incorporated herein and further authorizes the City Manager to perform all acts necessary and appropriate to close on the property.

SECTION 2.

The Mayor and/or City Manager are specifically authorized to withhold the formal written agreement upon his or her determination of any matter or factor, hereafter coming to their attention which may indicate such action is not in the City's best interest, provided that upon such withholding, the City Manager, with reasonable dispatch, shall present the issue to the City Council, in session, for review and direction

SECTION 3.

This Resolution shall take effect immediately upon its adoption.



CITY OF CLERMONT
RESOLUTION NO. 2018-51R

PASSED AND ADOPTED by the City Council of the City of Clermont, Florida on the 13th day of November, 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

CONTRACT FOR SALE AND PURCHASE

THIS CONTRACT FOR SALE AND PURCHASE (the "Contract") is made and entered into on _____ this ____ day of _____, 2018 (the "Effective Date"), by and between CITY OF CLERMONT, a Florida Municipal Corporation, whose address is 685 West Montrose Street, Clermont, FL 34711 ("Seller"), and THE ART DISTRICT LLC whose address is 1560 Bloxam Avenue, Clermont, FL 34711 ("Buyer").

WITNESSETH:

WHEREAS, Seller is the owner of certain property located in Lake County as more particularly described below; and

WHEREAS, Seller desires to convey said real property to Buyer and Buyer desires to purchase the same from Seller;

NOW THEREFORE, for and in consideration of the premises hereof, the sums of money to be paid hereunder, the mutual covenants herein contained, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do covenant, stipulate and agree as follows, to wit:

1. Agreement to Sell and Purchase. Seller hereby agrees to sell and convey and Buyer hereby agrees to purchase and accept the Property upon the terms and subject to the conditions set forth in this Contract.

2. Description of Property. The property that is to be sold and conveyed by Seller and purchased and accepted by Buyer pursuant to this Contract shall consist of the following, to wit:

A portion of that certain real property situated in Lake County, Florida, more particularly described as Alt Key Nos.: 1614503 and 1087210, together with all tenements; hereditaments, rights, privileges and easements thereunto belonging (hereinafter together referred to as the "Property"). Consisting of approximately .34acres. A general depiction subject to the survey provisions contained in paragraph 5 herein is attached hereto as Exhibit "A".

3. Purchase Price and Method of Payment. Subject to credits, adjustments and proration for which provisions are hereinafter made in this Contract, the total purchase price for the Property to be paid by Buyer and received and accepted by Seller (the "Purchase Price") shall be ELEVEN DOLLARS AND FIFTY CENTS (\$11.50) per square foot of the Property as established by the survey set forth in paragraph 5 below. The Purchase Price shall be paid by Buyer to Seller in the manner and at the times following, to wit:

A. Earnest Money Deposit. Within 5 business days from execution of this Contract by all parties, the sum of FIFTY THOUSAND and no/100 DOLLARS (\$50,000) shall be deposited by Buyer with Daniel F. Mantzaris, Esq., deBeaubien, Simmons, Knight, Mantzaris & Neal, LLP (the "Escrow Agent"), as an earnest money deposit hereunder ("Earnest Money Deposit"). The Earnest Money Deposit shall not be refundable except as set forth herein.

B. Cash Delivered at Closing. At Closing the Earnest Money Deposit plus the balance of the Purchase Price shall be delivered to Seller in United States funds by wire transfer. All deposits shall be applied to the Purchase Price.

C. This Contract shall serve as escrow instructions and an executed copy of this Contract shall be deposited with Escrow Agent. In the event of a termination of this Contract or a default under this Contract, the Earnest Money shall be delivered or disbursed by the Escrow Agent as provided in this Contract. If either party shall declare the other party in default under this Contract pursuant to Paragraph 15 hereof, and shall make demand (the "Demand") on Escrow Agent for possession of the Earnest Money, said party must provide the other party with a copy of such Demand made upon the Escrow Agent. Except with respect to a Demand for the Earnest Money made by Buyer prior to the Inspection Deadline, which shall be promptly honored, Escrow Agent shall not disburse the Earnest Money in accordance with any Demand unless and until the demanding party delivers to Escrow Agent evidence (e.g., return receipt issued by U.S. Postal Service) of the other party's receipt of the Demand, and Escrow Agent has not received written objection to such Demand within five (5) business days following said party's receipt of the copy of such Demand. If any dispute or difference arises between the Buyer and Seller or if any conflicting demands shall be made upon the Escrow Agent, the Escrow Agent shall not be required to determine the same or to take any action thereon. Rather, the Escrow Agent may await settlement of the controversy or deposit the escrow sums into the Registry of the Circuit Court of Lake County, Florida, in an interpleaded action or otherwise for the purpose of having the respective rights of the parties adjudicated. Upon making such deposit or upon institution of such interpleaded action or other actions, the Escrow Agent shall be fully relieved and discharged from all further obligations hereunder with respect to the sums so deposited. Buyer acknowledges that Escrow Agent is also serving as Seller's counsel in the transaction contemplated by this Contract, and notwithstanding any dispute between the parties pertaining to Escrow Agent's duties hereunder or the disbursement of the Earnest Money or for any other reason, Escrow Agent may continue to represent Seller in this transaction and in any litigation that may arise hereunder.

4. Title. Within fifteen (15) days of the provision to Seller of the Survey described in paragraph 5 below, Buyer at Buyer's expense shall deliver to Buyer and Seller an original commitment for title insurance committing to issue an Owner's policy written by Old Republic Title Company (the "Title Company") to Buyer as purchaser of the Property in the amount of the Purchase Price (the "Title Commitment"). The title company shall be Old Republic Title and the issuing agent shall be the Law Office of Anita Geraci-Carver, P.A. . Buyer shall have thirty (30) days from the date of Buyer's receipt of the Title Commitment to examine the same. Buyer shall, on or before the end of said thirty (30) day period, notify Seller in writing specifying any objections Buyer may have regarding the status of title as shown on the Title Commitment, otherwise Buyer shall be deemed to have waived the right to any such objections. Seller shall, within ten (10) days from receipt of Buyer's notice of objection to title,

commence a good faith effort to cure Buyer's title objections within twenty (20) business days of receipt of Buyer's notice of objection to title (the "Title Cure Period"). In the event Seller is unable to cure title within the Title Cure Period, Buyer shall have, as its sole and exclusive remedy, the option of (i) accepting title to the Land in an "as is" condition without recourse to Seller and without a reduction in the Purchase Price and the remaining title objections shall become Permitted Exceptions, or (ii) terminating this Agreement and receiving a refund of the Deposit which Escrow Agent shall forthwith return to the Buyer, or (iii) granting Seller an extension of the Title Cure Period. If Seller is unable, after a good faith effort, to cure title during the extended Title Cure Period, Buyer shall have, as its sole and exclusive remedy, the option of the preceding (i) or (ii). Buyer's option of terminating this Agreement under this paragraph 4 and receiving a refund of the Deposit must be exercised within seven (7) days following the expiration of Seller's Title Cure Period or any extension thereof. In the event Buyer does not terminate this Agreement pursuant to this Section 4, Buyer shall be deemed to have waived any remaining uncured objections to title and agreed to (a) accept title to the Land in an "as is" condition without a reduction in the Purchase Price and without recourse to Seller and (b) close on the date specified in Section 8 herein, unless Buyer terminates this Agreement under paragraph 5, below, or as otherwise specifically permitted in this Agreement.

5. Survey. Buyer shall have the Property surveyed at its expense on or before the expiration of ninety (90) days from the Effective Date. The survey of the Property (the "Survey") shall be prepared by a licensed Florida surveyor and in accordance with the Minimum Technical Standards as set forth in Chapter 61G17-6, Florida Administrative Code, shall specify the dimensions, location and legal description of the site and the size of the acreage of the Property in square feet to no less than two (2) decimal places. The Survey shall be provided to Seller within five (5) days of completion of the survey. The survey shall be subject to review and acceptance by the Seller, whereupon, it shall become a part of this Contract and attached thereto as schedule "A". Said Survey must be agreed upon in writing by Seller and shall be used to calculate the final Purchase Price by multiplying \$11.50 times the total square feet of the Property stated in the accepted survey. Seller shall have twenty (20) days from receipt of the Survey from Buyer to accept or reject the Survey. In the event that Seller fails to timely notify Buyer of the acceptance of the Survey by Seller, the Survey shall be deemed rejected. In the event that the Survey is not acceptable to Seller, Seller shall have the option of terminating this Agreement or obtaining a survey at Seller's expense. In the event that the Survey is rejected by Seller for any reason, this Agreement shall terminate effective immediately, without consequence to either party and any deposit shall be returned to Buyer. In the event Seller elects to obtain a survey at its expense, Seller shall provide that Survey to Buyer within five (5) days of receipt of the Survey by Seller and the Inspection Period shall be extended by the number of days between the date that Seller elected to obtain the Survey and the date it was provided to Buyer plus ten (10) days.

6. Investigations and Inspections of Property. Seller shall provide Buyer with any surveys, permits, environmental wetland reports, geotechnical studies, conceptual site plan drawings, zoning certificates, utility certificates, easement agreements, development agreements (whether such agreements remain in effect or have expired), together with any other documents related to the property described as Alt Key Nos.: 1614503 and 1087210, within TWENTY (20) days following the Effective Date ("Seller's Materials"). Buyer and its architects, engineers and other agents, at Buyer's sole expense, shall have a period of ONE HUNDRED AND TWENTY

(120) days from the Effective Date, (hereinafter referred to as the "Inspection Period") within which to undertake such physical inspections and other investigations of and concerning the Property, as Buyer deems necessary in order to evaluate the physical characteristics of the Property, as well as such other matters as shall be deemed by Buyer to be necessary in order for Buyer to evaluate the Property and determine the feasibility of Buyer's purchase of the same. For such purpose, Seller hereby grants to Buyer and its agents shall have the right to enter upon the Property during the Inspection Period for the purpose of undertaking such inspections and investigations. It is expressly provided, however, that Buyer and any agent or assignee of Buyer who shall enter upon the Property pursuant to such right of entry shall, as a condition to the exercise thereof, be deemed to have agreed, and does hereby agree, to indemnify and save and hold Seller harmless from and against any and all loss, damage, cost, expense, liability or responsibility whatsoever (including, without limitation, reasonable attorneys' fees) which may be occasioned, directly or indirectly, by reason of the exercise of such right of entry upon the Property, and that such indemnification shall expressly survive both the termination of this Contract and the Closing. The foregoing indemnity shall not be subject to the liquidated damages limitations of Paragraph 15 below. Prior to entry onto the Property, every agent or contractor of Buyer shall deliver to Seller a certificate evidencing such agents or contractors general public liability coverage in amounts of no less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate, listing Seller as an additional insured thereunder. During the Inspection Period, Buyer may wish to secure a site plan approval and all other approvals required to permit the development of the Property for commercial and retail use purposes. Seller agrees to cooperate, at no cost to Seller, in Buyer's efforts to obtain all permits, approvals and zoning changes necessary for such development of the Property, and upon written request of Buyer, Seller shall execute or join with Buyer in the execution of such applications and submittals as may be required for Buyer to obtain permits and approvals from applicable governmental authorities with respect to Buyer's contemplated development of the Property; provided that such efforts do not in any way diminish the value of the Property, cause Seller to incur any expense or require Seller to do anything other than execute the documents. Provided that any request by Buyer is consistent with the foregoing, Seller shall execute and return to Buyer all applications and submittals within a reasonable period following receipt of such applications and submittals together with written request by Buyer for the execution thereof, without charge by Seller. In the event that Buyer terminates this Contract, Buyer shall provide Seller with copies of all testing and surveys furnished to, or obtained by any person or entity by any party after execution of this Contract (the "Turned Over Documents"), but Buyer makes no warranties or representations regarding any such testing or surveys. However, Seller recognizes the "Turned Over Documents" shall exclude any and all documents protected by confidentiality and/or privilege, and that the re-use of any such documents by Seller may be limited or prevented by intellectual property protections asserted by third-parties that are reasonable and ordinary.

7. Subsequent Agreement as to Development of Property. Prior to the expiration of the Inspection Period set forth above the parties shall negotiate and enter into an agreement specifying the particulars as to the future development of the property to include as a minimum and not by way of limitation: i) a provision that will require the Buyer to sell the Property back to the Seller for fair market value as set forth in the subsequent agreement; ii) a description of the proposed use of the Property to include a preliminary plan describing the project iii) a timeframe for the construction and completion of the proposed project; iv) a right-of-way use or

easement agreement related to the improvement, use and maintenance by Buyer of Seller's adjacent public property as generally depicted as the public art walk area in Exhibit "B" hereto; v) cost sharing by Seller in expense related to the improvements to the public art walk area depicted in Exhibit "B" and vi) provisions related to the water and sewer utilities for the project.

8. Unacceptability of Inspections. In the event that the results of the inspections, investigations, reviews, and feasibility studies to which reference is made in Paragraph 6 above are, in Buyer's sole opinion and within Buyer's sole discretion, unacceptable to Buyer for any reason whatsoever, and Buyer so notifies Seller of the fact on or before the expiration of the Inspection Period provided in Paragraph 6 hereof, then at Buyer's option and upon Buyer's request, Buyer may terminate the Contract and all payments or deposits, including accrued interest, if applicable, made by Buyer shall be immediately returned to Buyer as Buyer's sole property. Thereafter in the event that Buyer elects to terminate this Contract for any reason other than default by Seller, the Earnest Money Deposit shall become the property of Seller and shall immediately be disbursed by Escrow Agent to Seller. If the Contract is terminated by Buyer hereunder, it shall be rendered null and void, and be of no further force and effect and all parties hereto shall thereupon be relieved and absolved of any further liabilities or obligations whatsoever to each other hereunder, except with respect to those liabilities or obligations hereunder which are expressly stated to survive the termination of this Contract, including, without limitation, Buyer's indemnity set forth in Paragraph 6 above. The failure of the Buyer to notify Seller of the unacceptability of any such inspections, investigations, reviews and feasibility studies prior to the expiration of the Inspection Period shall constitute a waiver of Buyer's right to terminate this Contract. In the event of termination by Buyer for a reason other than Seller default pursuant to this Section, Buyer shall provide to Seller, at no expense, copies of testing and surveys obtained or prepared by Buyer with regard to Buyer's Intended Use (hereafter defined) and related to the Property; provided, Buyer does not warrant the completeness or accuracy of such materials. In addition to the foregoing, in the event that Seller, in its sole opinion and within Seller's sole discretion, determines that the preliminary plans, building elevations and other items referred to in Paragraph 15C below are unacceptable to Seller for any reason whatsoever and Seller notifies Buyer of the fact on or before the expiration of the Inspection Period provided in Paragraph 6, the Seller may terminate the Contract and all payments or deposits, including accrued interest, if applicable, made by Buyer shall be immediately returned to Buyer as Buyer's sole property. Prior to the effective date of any termination pursuant to the proceeding sentence, Seller shall provide Buyer with the opportunity to revise the preliminary plans, building elevations and other items referred to in this Paragraph 15C. Unless such time is extended by Seller in writing, Buyer shall have thirty (30) days to submit to Seller for approval said revised preliminary plans, building elevations and other items. If the Contract is terminated by Seller hereunder, it shall be rendered null and void, and be of no further force and effect and all parties hereto shall thereupon be relieved and absolved of any further liabilities or obligations whatsoever to each other hereunder, except with respect to those liabilities or obligations hereunder which are expressly stated to survive the termination of this Contract, including, without limitation, Buyer's indemnity set forth in Paragraph 5 above.

9. Conveyance of Property. At Closing, Buyer shall deliver to Seller the Purchase Price of the Property and Seller shall deliver to Buyer: (i) a duly executed Special Warranty Deed in recordable form conveying fee simple title to the Property free and clear of all liens,

encumbrances and exceptions except for the exceptions approved or deemed approved by Buyer ("Permitted Exceptions") subject to the provisions of Section 13 C below; (ii) an affidavit from Seller certified to Buyer and to the title company in form required by the title company to delete from Buyer's title insurance policy all standard exceptions for construction liens and parties in possession exceptions and any other standard exceptions the title company may delete based on Seller's affidavit; (iii) a certification by Seller which indicates that Seller is not a foreign person as defined in the Internal Revenue Code; (iv) written affirmation that the representations and warranties set forth in Paragraph 14 hereof remain true at the time of Closing; (v) a duly executed closing statement; (vi) such documents as the title company requires in order to evidence the authority and good standing of Seller to complete this transaction; and (viii) other documents reasonably required by Buyer or the title company in order to consummate the transaction contemplated herein. A draft of the Special Warranty Deed shall be provided to Buyer no later than Thirty (30) days prior to the expiration of the Inspection Period.

10. Closing.

A. The sale and purchase transaction contemplated in this Contract shall be closed and the aforesaid closing documents delivered on or before the expiration of TEN (10) days from the expiration of the Inspection Period (the "Closing Date").

B. The Closing shall be completed by a closing agent or attorney as selected by Seller and shall take place at Clermont City Hall, in Lake County, or by express mail, and at such time as mutually agreed upon between Buyer and Seller.

11. Closing Costs. The Buyer shall pay for state documentary stamps as may be required to be affixed to the Special Warranty Deed, the premium for the owner's title insurance policy to be issued pursuant to the Title Commitment, the cost of recording any and all other documents necessary to deliver good and clear title, any document preparation fees, the cost of recording the Special Warranty Deed and any and all costs associated with the recording of any note, mortgage and security agreement contemplated herein, as well as any endorsements requested by Buyer. Buyer and Seller shall each bear its own attorneys' fees.

12. Possession. Possession of the Property shall be delivered by Seller to Buyer at the time of Closing hereunder, subject to the Permitted Exceptions. Prior to Closing and the delivery of possession as aforesaid, Seller shall remain the owner of the Property and shall bear the risk of all loss of whatever nature, except as provided in Paragraph 6 hereof with respect to loss occasioned as a result of Buyer's inspections and investigations of the Property. In the event that prior to Closing all or a portion of the Property being acquired is condemned or condemnation proceedings have been instituted for any public or quasipublic use or purpose, then Buyer shall have the option to terminate this Contract, in which event the payments previously made by Buyer to Seller shall be returned to Buyer, this Contract shall be deemed null and void and Buyer and Seller shall be relieved from all liabilities and responsibilities hereunder except as specifically provided otherwise herein.

13. Proration. Ad valorem real and personal property taxes, if any, or assessments of any kind for the year of closing shall be prorated as of the date of closing. If, however, the amount of such taxes or assessments for the year of closing cannot be ascertained, the rates, millages and assessed valuations for the previous year, with known changes and utilizing full discounts, shall be used as an estimate, and tax proration based on such estimate shall be readjusted by the Buyer and Seller when the actual tax bills for the year of sale are received, which obligation shall expressly survive closing for a period of twelve (12) months.

14. Representations, Obligations and Warranties of Seller. Except for the representations and warranties in this Paragraph 14, Seller makes no representations or warranties to Buyer and shall convey the Property 'AS IS, WHERE IS, WITH ALL FAULTS.' Buyer shall, by closing on the Property, be deemed to have acknowledged that Buyer has relied solely upon its own inspections and investigations to determine the physical condition of the Property and its suitability for Buyer's purposes. Seller represents and warrants (which warranties shall survive the closing hereunder to the Buyer that:

A. Seller has not received written notice from any governmental or quasigovernmental body or agency or from any person or entity with respect to any actual or threatened taking of the Property or any portion thereof for any public or quasi-public purpose by the exercise of the right of condemnation or eminent domain, nor does Seller have any current, actual knowledge of any such actual or threatened taking. Further, Seller has not received any actual notice of any existing or threatened lawsuit by which any party claims an interest in the Property.

B. Seller has not received any written notices from any city, county, state or other governmental authority or other person or entity of violations of any statute, law, or ordinance, or governmental rule or regulation in respect of the Property

C. Seller owns fee simple title to the Property or the Property is public right-of-way and has the full power, right and authority, and is duly authorized, to enter into this Contract, to perform each and all of the matters and acts herein provided, and to execute and deliver all documents provided hereunder.

D. There is no tenant of the Property or any other person or entity having any right or claim to possession or use of the Property. Possession of the Property shall be delivered to Buyer by Seller free of rights or claims of any tenants, occupants or parties in possession, except for the rights of parties pursuant to the Permitted Exceptions or as may otherwise be disclosed in the Commitment.

E. To Seller's present, actual knowledge, without any investigation whatsoever, there has not been and there is not now: (i) any presence of any Hazardous Substances (as hereinafter defined) on, over, under or around the Property in violation of applicable law; (ii) any present or past generation, recycling, use, reuse, sale, storage, handling, transport and/or disposal of any Hazardous Substances on, over, under or around the Property in violation of applicable law; (iii) any failure to comply with any applicable local, state or federal environmental laws; (iv) any spills, releases, discharges or disposal of Hazardous Substances that have occurred or

are presently occurring on or onto the Property or any adjacent properties in violation of applicable law; or (v) any spills or disposal of Hazardous Substances that have occurred or are presently occurring off the Property as a result of any construction or operation and use of the Property in violation of applicable law. For purposes of this Paragraph 12, the term "Hazardous Substances" means and includes, without limitation, any toxic or hazardous substances or materials, petroleum or other pollutants and substances, whether or not naturally occurring, including, without limitation, asbestos, radon, and methane gas, generated, treated, stored or disposed of, or otherwise deposited in or located on or under the Property, and also includes, without limitation, the surface and subsurface waters of the Property, and any activity undertaken or hereafter undertaken on the Property which would cause: (i) the Property to become a hazardous waste treatment, storage or disposal facility within the meaning of, or otherwise bring the Property within the ambit of, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. 6901 et seq., or any similar state law or local ordinance; (ii) a release or threatened release of hazardous waste from the Property within the ambit of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. 9601-9657, or any similar state law or local ordinance or any other environmental law; (iii) the discharge of pollutants or effluent into any water source or system, or the discharge into the air of any emissions which would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq., or the Clean Air Act, 42 U.S.C. 7401 et seq., or any similar state law or local ordinance; or (iv) any substances or conditions in, on or under the Property which may support a claim or cause of action under RCRA, CERCLA or any other federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory requirement, including the presence of any underground storage tanks or underground deposits located on the Property.

F. Seller, to the best of Seller's knowledge, has received no written notice of any existing or pending special assessments affecting the Property which may be assessed by any governmental authority, water or sewer authority, drainage district or any other special taxing district or other entity.

G. Other than as may be set forth herein, there is no litigation or legal proceeding pending or to Seller's present, actual knowledge threatened which relates to or affects the Property or which would impair or otherwise adversely affect this Contract, Seller's performance hereunder and/or Buyer's use of the Property for the Intended Use.

H. Seller has not entered into any other contracts, agreements or understandings, verbal contracts or agreements, oral or written, for the sale or transfer of any portion of the Property, other than as set forth herein.

I. Seller has not made any commitments to any governmental unit or agency, utility company, authority, school board, church or other religious body, or to any other organization, group or individual relating to the Property which would impose any obligations upon Buyer to make any contributions of money or land or to install or maintain any improvements, except as may be set forth in the Commitment.

J. To Seller's present, actual knowledge, without any investigation whatsoever, the Property has not been registered or certified as "historic" by any local, state or federal governmental entity or historic commission.

K. To Seller's present, actual knowledge, neither the execution and delivery of this Contract, nor compliance with the terms and conditions of this Contract by Seller, nor the consummation of the sale, constitutes or will constitute a violation or breach of any agreement or other instrument to which it is a party, to which it is subject or by which it is bound.

L. Seller has no present or actual knowledge, without any investigation whatsoever, of any encroachments affecting the Property, any encroachments of structures or improvements on the Property onto rights of way or the property of others, or any setback encroachments or violations.

M. For purposes of this Paragraph 14, the term "to Seller's knowledge" or words of similar import shall mean the current conscious awareness of facts or other information of the Seller, its officers, agents and employees, without any inquiry or investigation whatsoever, all of whom are acting solely in their capacity as officers, agents or employees of Seller or an affiliate of Seller and are in no manner expressly or impliedly making any of these representations in an individual capacity. The statements and representations of Seller set forth in this contract shall be true and reaffirmed in writing at the Closing and shall survive the Closing.

N. If, after the Effective Date, any event occurs or condition exists of which Seller has knowledge or about which Seller receives information which renders any of the representations contained herein untrue or misleading, Seller shall promptly notify Buyer in writing and Buyer, as Buyer's sole and exclusive remedy, shall thereafter have the option to terminate this Contract within thirty (30) calendar days of receipt of Buyer's written notice. In the event of such termination, Escrow Agent shall disburse the Earnest Money Deposit (or the portion thereof prior to closing, theretofore deposited with Escrow Agent), to Buyer in which event all payments made by Buyer to Seller shall remain the sole property of Buyer, this Contract shall be deemed null and void and Buyer and Seller shall be relieved from all liabilities and responsibilities hereunder except as specifically provided otherwise herein, including, without limitation, those set forth in Paragraph 6 above.

15. Representations, Acknowledgments and Warranties of Buyer. Buyer represents, acknowledges and warrants to Seller that:

A. Buyer has the power, right and authority, and is duly authorized, to enter into this Contract, to perform each and all of the matters and acts herein provided, and to execute and deliver all documents provided hereunder.

B. To the best of Buyer's knowledge, neither the execution and delivery of this Contract, nor the compliance with the terms and conditions of this Contract by Buyer, nor the consummation of the sale, constitutes or will constitute a violation or breach of any agreement or other instrument to which it is a party, to which it is subject or by which it is bound.

C. Buyer warrants and agrees that the initial use of the Property by Buyer shall be for a commercial development project (the "Project") as more particularly described in Exhibit "B" attached hereto and incorporated herein ("Buyer's Intended Use"). On or before the expiration of ninety (90) days of the Inspection Period, Buyer shall provide to Seller preliminary site plans and proposed building elevations, density and use projections describing the Project satisfactorily to Seller, in its sole discretion. Seller shall have the right to request any and additional items reasonably calculated by Seller for Seller to provide preliminary review of the Project. In the event that Seller timely request such additional information or determines that the initial information, is not satisfactory, the Inspection Period may, in Seller's sole discretion, be extended for such period of time that it takes Buyer to provide to Seller the requested or satisfactory information. Nothing in the foregoing sentence shall prevent Seller from timely terminating the Contract as provided in Paragraph 6 above.

16. Default. In the event that Buyer fails to perform any of the covenants of this Contract on its part to be performed, subject to the title, survey and inspection periods set forth in Paragraphs 5 and 6, or refuses to perform its obligations under this Contract and such failure or refusal is not cured within thirty (30) days after Notice from Seller by certified mail, the Earnest Money Deposit shall become the sole property of Seller. Seller's retention of the deposit shall constitute liquidated damages and be Seller's sole remedy for any breach of this Contract by Buyer (except to the extent that Buyer damages Seller's Property), it being agreed that (i) the deposit and any interest earned thereon is a reasonable estimate of and bears a reasonable relationship to the damages that would be suffered and costs incurred by Seller as a result of having withdrawn the Property from sale and the failure of closing to occur due to a default of Buyer under this Contract; (ii) the actual damages suffered and costs incurred by Seller as a result of such withdrawal and failure to close due to a default of Buyer under this Contract would be extremely difficult and impractical to determine; (iii) Buyer seeks to limit its liability under this Contract to the amount of the payments made, and to be made, and any interest earned thereon if this Contract is terminated and the transaction contemplated by this Contract does not close due to a default of Buyer under this Contract; and (iv) such amount shall be and constitute valid liquidated damages. Notwithstanding the foregoing, the indemnity provisions contained in Paragraph 5 shall not be subject to the foregoing liquidated damages provisions. If Seller fails to perform any of the covenants of this Contract on its part to be performed or refuses to perform its obligations under this Contract and such failure or refusal is not cured within twenty (20) days after Notice from Buyer, Buyer may at its option: (i) terminate this Contract whereupon the payments made by Buyer to Seller shall be returned and Seller shall be released and relieved of all obligations or liabilities under this Contract; or (ii) proceed in equity in an action for specific performance to enforce its rights under this Contract, or if specific performance is not an available remedy, then an action for damages and any other remedies available at law, or in equity.

17. Assignability. Buyer may not assign its interest herein without the prior written consent of the Seller, which consent shall not be unreasonably withheld, conditioned or delayed. Provided, however, Buyer shall be permitted to assign this Contract to a limited liability company or other entity established by Buyer for purposes of receiving Title to the subject property. Said assignment shall not relieve or release Buyer of any obligations or

liability hereunder. Buyer shall notify Seller as soon as practical and no later than thirty (30) days prior to closing of the name and address of said entity and the name of the representative thereof who is authorized to complete the Closing. Seller may, in its sole discretion, assign any and all rights and obligations hereunder, provided Seller shall remain liable for an action for damages and any other remedies available at law, or in equity, in the event Buyer is unable to pursue an action for specific performance following a default by Seller. Any assignment shall be in writing and a copy of such assignment executed by both assignor and assignee shall be delivered to Buyer or Seller, as the case may be.

18. Litigation and Attorneys' Fees. In the event it shall be necessary for either party to this Contract to bring suit to enforce any provision hereof or for damages on account of any breach of this Contract or of any warranty, covenant, condition, requirement or obligation contained herein, the prevailing party in any such litigation, including appeals, shall be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all costs and expenses of such litigation and a reasonable attorneys' fee as fixed by the Court.

19. Survival of Provisions. The provisions of this Contract shall not survive the closing hereunder except as expressly provided elsewhere in this Contract.

20. Time of Essence. It is expressly agreed by both the Seller and Buyer that time is of the essence of this Contract and in the performance of all conditions, covenants, requirements, obligations and warranties to be performed or satisfied by the parties hereto. Waiver of performance or satisfaction of timely performance or satisfaction of any condition, covenant, requirement, obligation or warranty by one party shall not be deemed to be a waiver of the performance or satisfaction of any other condition, covenant, requirement, obligation or warranty unless specifically consented to in writing. Unless otherwise expressly provided herein, all periods for performance, approval, delivery or review and the like shall be determined on a "calendar" day basis. If any day for performance, approval, delivery or review shall fall on a Saturday, Sunday or legal holiday, the time therefore shall be extended to the next business day.

21. Notices. Any notice or other communication permitted or required to be given hereunder by one party to the other shall be in writing, shall be effective upon receipt and shall be delivered by registered or certified United States Mail, postage prepaid, return receipt requested, or electronic mail, with acknowledgment of receipt upon transmission (provided that if notice is sent by electronic mail, it must also be sent by one of the other methods of delivery specified herein), to the party entitled or required to receive the same, as follows:

TO SELLER:

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

WITH A REQUIRED
COPY TO:

de Beaubien Knight, Simmons, Mantzaris
Neal, LLP
332 North Magnolia Avenue
Orlando, Florida 32801
Attention: Daniel F. Mantzaris, Esquire
Phone: (407) 422-2454
Fax: (407) 992-3541
e-mail: dmantzaris@dsklawgroup.com

TO BUYER:

The Art District, LLC
P.O. Box 120788
Clermont, FL 34712
Attn.: Jayson Stringfellow

WITH A REQUIRED COPY

TO:

Anita Geraci-Carver
Law Office of Anita Geraci-Carver, P.A.
1560 Bloxam Avenue
Clermont, FL 34711
anita@agclaw.net

And

Ryan Stringfellow
1014 4th Ave S
Nashville, TN 37210
ryan@odysseytn.com

22. Governing Law and Binding Effect. This Contract and the interpretation and enforcement of the same shall be governed by and construed in accordance with the laws of the State of Florida and shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto as well as their respective heirs, personal representatives, successors and assigns.

23. Integrated Contract, Waiver and Modification. This Contract represents the complete and entire understanding and agreement between the parties hereto with regard to all matters involved in this transaction and supersedes any and all prior or contemporaneous agreements, whether written or oral. No agreements or provisions, unless incorporated herein, shall be binding on either party hereto. This Contract may not be modified or amended nor may any covenant, agreement, condition, requirement, provision, warranty or obligation contained herein be waived, except in writing signed by both parties or, in the event that such modification, amendment or waiver is for the benefit of one of the parties hereto and to the detriment of the other, then the same must be in writing signed by the party to whose detriment the modification, amendment or waiver inures.

24. Brokerage. Seller and Buyer acknowledge and agree no agent or broker has acted on behalf of Seller or Buyer. The Seller and Buyer agree to indemnify, defend and hold the other

harmless from and against any commissions or fees or claims for commissions or fees arising under the indemnifying party, which indemnification shall expressly survive the termination of this Contract and the closing of the sale and purchase of the Property contemplated by this Contract.

25. Joinder of Escrow Agent. Daniel F. Mantzaris, Esq. at deBeaubien, Simmons, Knight, Mantzaris & Neal, LLP, joins in the execution of this Contract for the express purpose of agreeing and acknowledging the terms and conditions related to the retention and disbursement of the Earnest Money Deposit funds herein.

26. Effective Date. The “Effective Date” of this Contract shall be the date upon which this Contract is last signed by Seller and Buyer.

27. Counterparts. This Contract may be executed in counterparts by the parties hereto and each shall be considered an original, but all such counterparts shall be construed together and constitute one Contract between the parties hereto.

28. Interpretation. Seller and Buyer acknowledge each to the other that both they and their counsel have reviewed this Contract and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or any Exhibits hereto.

29. Acceptance. In the event this Contract is not signed simultaneously by Buyer and Seller, it shall be considered to be an offer by Buyer to Seller, in which event this offer shall expire at 5:00 p.m. Eastern Standard time on the date which is sixty (60) days after the date Buyer signed this Contract unless a counterpart of this Contract signed by Seller is received by Buyer prior to that time and date. Seller also acknowledges that it will not entertain any other offers or get into any negotiations with any other party until this offer is terminated or not accepted by the Seller.

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30. PDF. PDF copies of this Contract executed by Seller or Buyer shall operate as and may be relied upon as an original signature.

IN WITNESS WHEREOF, Seller and Buyer have each caused this Contract for Sale and Purchase to be executed as of dates set forth below.

SELLER:

City of Clermont

By: _____
Tracy Ackroyd Howe, City Clerk

By _____
Mayor Gail Ash
Date: _____

BUYER:

The Art District, LLC

Witnesses:

Name: _____

Name _____

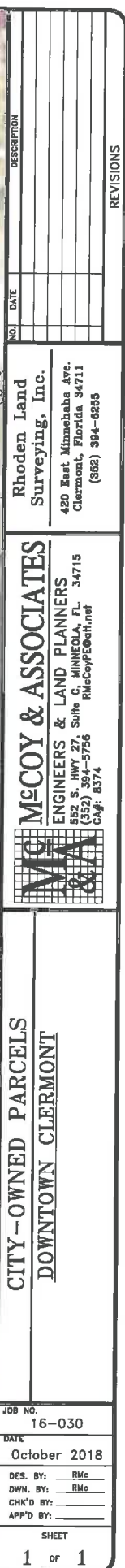
By _____
RHOT, Inc. Member
By Jayson Stringfellow, Director
Date: _____

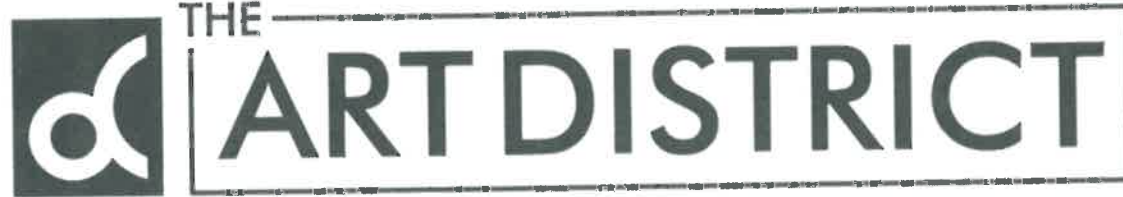
Escrow Agent:

deBeaubien, Simmons, Knight
Mantzaris & Neal, LLP

By: _____
Daniel F. Mantzaris
Date: _____

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 ENGINEERS WRITTEN CONSENT.

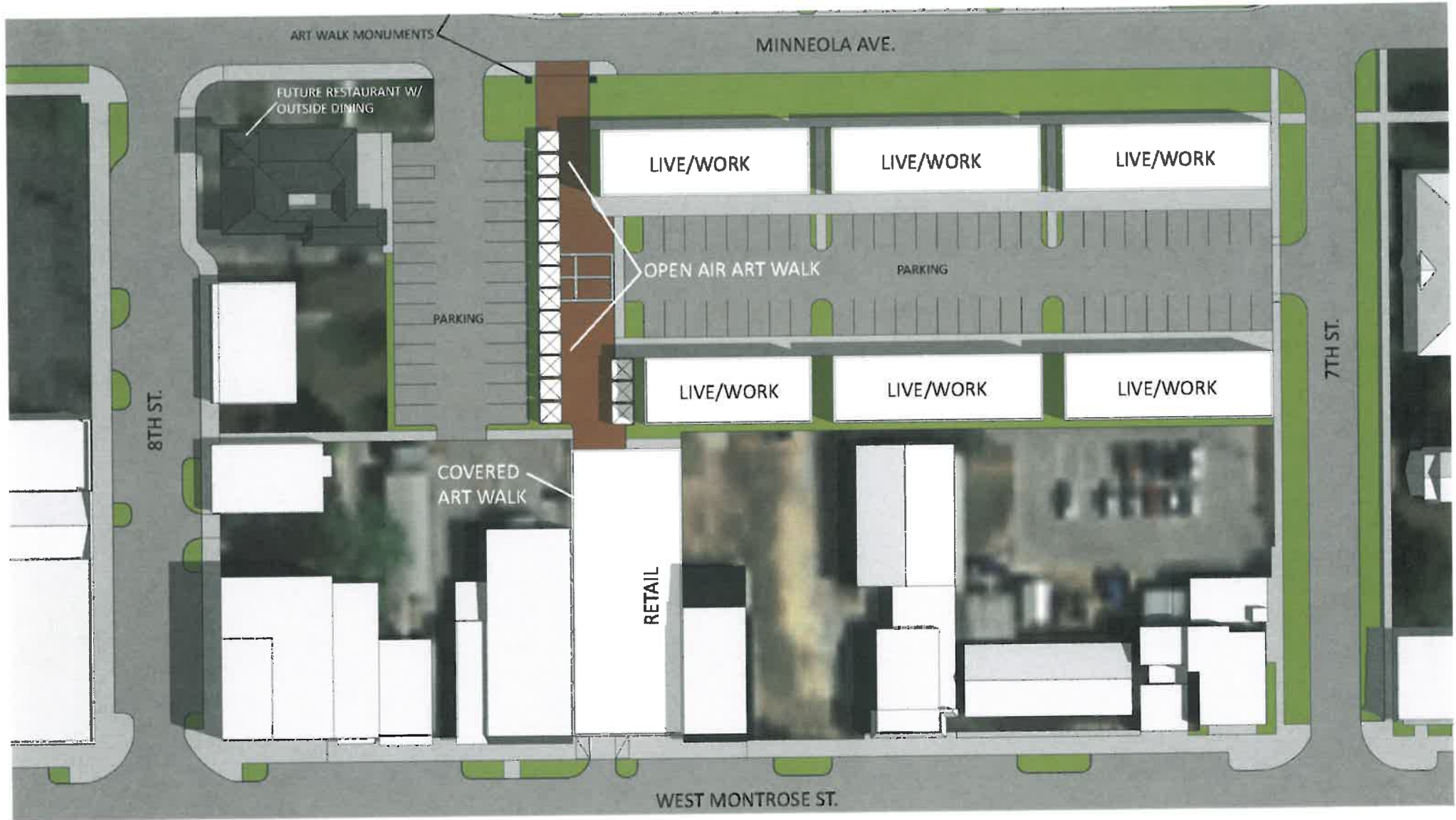




PLAN C

SIZE, CONFIGURATION AND VISUAL DEMONSTRATION OF POTENTIAL SITE PLAN

Overview	Estimated Square Footage	Estimated Ad Valorem Tax Revenue
Commercial Retail	27,000 SF	\$79,000.00
Residential 23 Units (Live/Work)	18,560 SF	\$41,000.00
Public Open Space	9,750 SF	N/A
Parking	85 Spaces	N/A
Density: 23 DU/A		



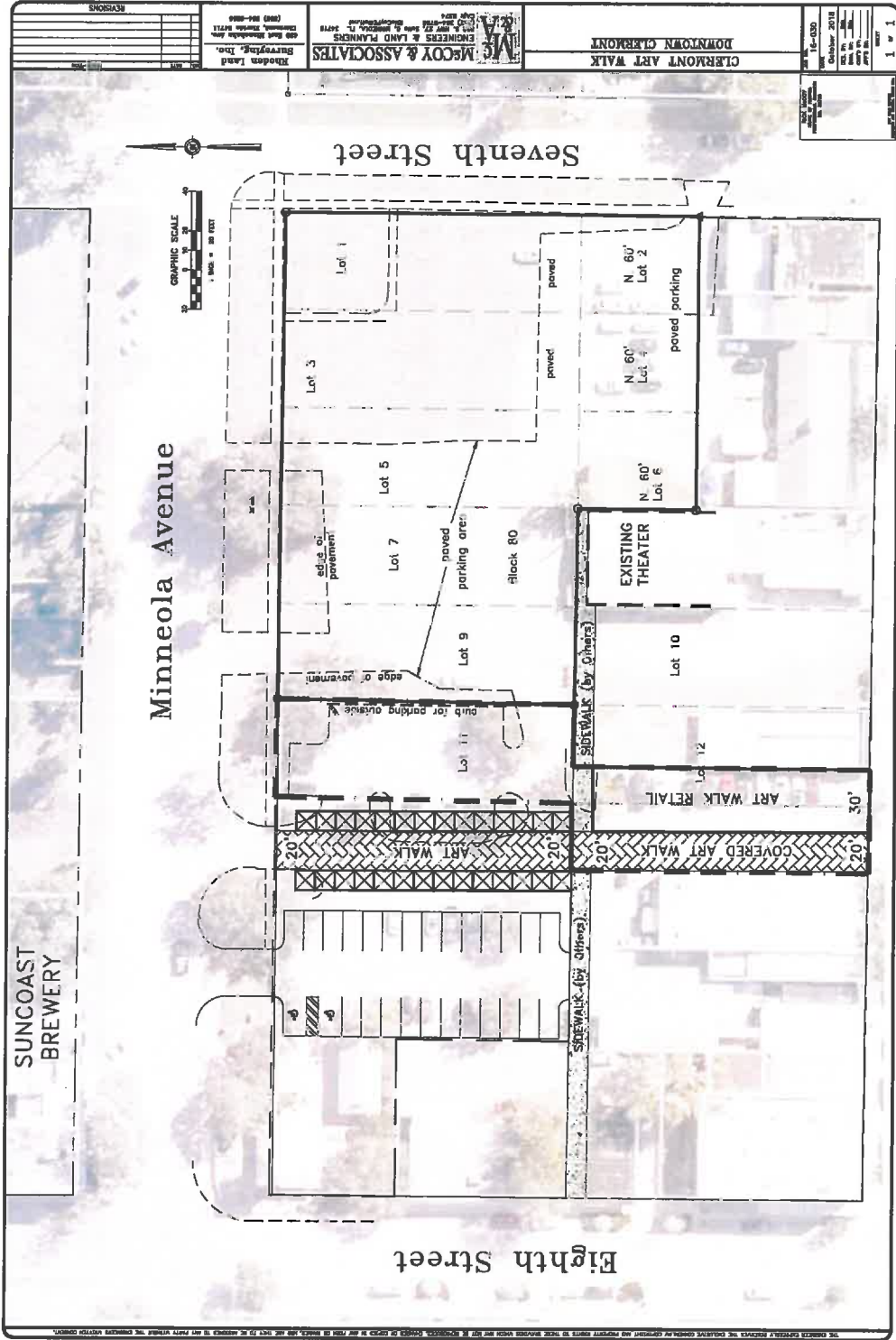
PLAN C



FAÇADE OF LIVE-WORK / MIXED-USE (PLAN C SIMILAR TO PLAN A)



FAÇADE OF LIVE-WORK / MIXED-USE (PLAN C SIMILAR TO PLAN A)



RESTRICTED APPRAISAL REPORT

REAL ESTATE LOCATED IN THE:

SE CORNER OF W. MINNEOLA AVENUE &
8TH STREET, CLERMONT, LAKE COUNTY FLORIDA



**APPRAISALS INC. OF
CENTRAL FLORIDA**

690 West Montrose Street
Clermont, FL 34711

PREPARED FOR

Mr. James Kinzler, CPM, EA
Assistant City Manager
City of Clermont
685 W. Montrose Street
Clermont, FL 34711

FILE NO.
170202

JOHN L. ROCKER III, MAI, SRA
State-Certified General Real
Estate Appraiser RZ1678

APPRAISALS OF CENTRAL FLORIDA
John L. Rocker, III, MAI, SRA
State-Certified General Real Estate Appraiser RZ1678
COMMERCIAL REAL ESTATE APPRAISERS - CONSULTANTS
690 Montrose Street • Clermont • Florida 34711
(352) 394-3490 • FAX (352) 394-8588
E-Mail Address: aiocfl@gmail.com

March 6, 2017

Mr. James Kinzler, CPM, EA
Assistant City Manager
City of Clermont
685 W. Montrose Street
Clermont, FL 34711

RE: Appraisal of Real Estate located in the SE corner of W. Minneola Avenue and 8th Street,
Clermont, Lake County, Florida

As requested, I have made the inspections, investigations, and analysis necessary to provide a restricted appraisal report for the above described property located in the City of Clermont, Lake County, Florida. The purpose of this assignment was to estimate an opinion of market value of the subject property for asset evaluation purposes. Market value and highest and best use are defined within the text of the following appraisal report.

The subject consists of a total of 61,740± square feet of land area (subject to formal survey) located in the southeast corner of W. Minneola Avenue and 8th Street, Clermont, Lake County, Florida. The subject is more fully described, legally and physically within the enclosed report.

Data, information, and calculations leading to the value conclusion are incorporated in my appraisal file and summarized in the report following this letter. The appraisal file and report, in its entirety, including all assumptions and limiting conditions, is an integral part of and inseparable from this letter. Based on the analysis, the value of the subject was concluded as follows:

CONCLUSION OF VALUE			
Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
"As Is"	Fee Simple	February 24, 2017	\$617,500
Source: Appraisals Inc. of Central Florida			

This report was prepared in conformance with, Uniform Standards of Professional Appraisal Practice (USPAP) as set forth by the Appraisal Foundation; and in accordance with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

Special Assumption: *As instructed by the client, the improvements consisting of a restroom building, a trail head building, or any site improvement i.e. parking lot and landscaping improvement were not included in this appraisal.*

CERTIFICATION OF THE APPRAISAL

I certify to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in or bias with respect to the property that is the subject of this report and have no personal interest in or bias with respect to the parties involved with this assignment.
4. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
5. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
6. This appraisal assignment was not based upon a requested minimum valuation, a specific valuation, or the approval of a loan.
7. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice of The Appraisal Foundation, the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
8. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
9. John L. Rocker, III, MAI, SRA has completed the requirements of the continuing education program of the Appraisal Institute and/or the State of Florida.
10. John L. Rocker, III, MAI, SRA has made a personal inspection of the property that is the subject of this report.
11. John L. Rocker, III, MAI, SRA has extensive experience in the appraisal/review of similar property types.
12. John L. Rocker, III, MAI, SRA is currently certified in the state where the subject is located.
13. John L. Rocker III, MAI, SRA or Appraisals Inc. of Central Florida has not performed a prior appraisal on the subject property in the previous three years.
14. It has been a pleasure to assist you in this assignment and if you have any questions concerning the analysis, please contact us.

Respectfully submitted,

APPRAISALS INC. OF CENTRAL FLORIDA



John L. Rocker, III, MAI, SRA
State-Certified General Real Estate Appraiser RZ1678

SUBJECT PHOTOGRAPHS



**WESTERLY VIEW ALONG MONTROSE STREET
SUBJECT PROPERTY ON RIGHT**



NORTHERLY VIEW FROM MONTROSE STREET

SUBJECT PHOTOGRAPHS



TYPICAL PROPERTY SCENE



**WESTERLY STREET SCENE ALONG MINNEOLA AVENUE
SUBJECT PROPERTY ON LEFT**

SUBJECT PHOTOGRAPHS



TYPICAL PROPERTY SCENE FROM MINNEOLA VENUE



TYPICAL PROPERTY SCENE FROM 8TH STREET

SUBJECT PHOTOGRAPHS



**NORTHERLY STREET SCENE ALONG 8TH STREET
SUBJECT PROPERTY ON RIGHT**

AERIAL MAP OF SUBJECT PROPERTY

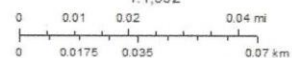
_ags_7515b9914c204070baf9d95b47da1d1b.jpg (JPEG Image... <http://gis.lakecountyfl.gov/lakegis/rest/directories/arcgisoutput/Util...>



February 21, 2017

1:1,332

- | | |
|-------------------|---------------------------|
| pointLayer | — Local Streets |
| ● Override 1 | Subdivision Lot Numbers |
| | + Address Locations |
| polygonLayer | Property Name |
| ■ Override 1 | Tax Parcels Alternate Key |
| □ County Boundary | Tax Parcels |
| Street Names | Surrounding Counties |



Lake County Board of County Commissioners

SUMMARY OF SALIENT FACTS

Property Location: SE corner of W. Minneola Avenue and 8th Street, Clermont, Lake County, FL

Owner(s) of Record: City of Clermont

Property Identification Number(s): 1087210 & 1614503

Property Description: 61,740± total square feet of land area (subject to formal survey)

Zoning: CBD District by the City of Clermont Zoning Authorities

Land Use: CBD, Commercial Business District

Highest and Best Use:

As Though Vacant: Future Commercial Usage

Estimated Exposure Time: 12+ months

CONCLUSION OF VALUE			
Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
"As Is"	Fee Simple	February 24, 2017	\$617,500
Source: Appraisals Inc. of Central Florida			

Special Assumption: As instructed by the client, the improvements consisting of a restroom building, a trial head building, or any site improvement i.e. parking lot and landscaping improvement were not included in this appraisal.

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INTRODUCTION

PROPERTY IDENTIFICATION

The of the subject consists of 61,740± total square feet of land area (subject to formal survey) located in the SE corner of W. Minneola Avenue and 8th Street, Clermont, Lake County, Florida.

OWNERSHIP AND PROPERTY HISTORY

According to public records, the subject property is currently vested in the name of City of Clermont. According to public records, there have been no other ownership transfers of the subject property in the previous three years.

DATE OF INSPECTION / VALUE

The subject property was inspected on February 24, 2017. The date of “as is” value is February 24, 2017.

DATE OF REPORT

The date of report was March 6, 2017.

PURPOSE OF THE APPRAISAL

The purpose of this appraisal is to estimate the value of the subject property. Market value is defined as follows:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.¹

PREMISE OF THE APPRAISAL

The premise of this appraisal valuation is “As Is”.

INTENDED USE/USER OF REPORT

This appraisal is to aid Mr. James Kinzler, Assistant City Manager for the City of Clermont in asset evaluation purposes.

¹ The definition of market value is taken from Uniform Standards of Professional Appraisal Practice adopted by the Appraisal Standards Board of The Appraisal Foundation, 2006 Edition. This definition is also compatible with the OTS, RTC, FDIC, NCUA, and the Board of Governors of the Federal Reserve System definition of market value. This definition is compatible with the definition of market value contained in The Dictionary of Real Estate Appraisal, Fifth Edition.

PROPERTY RIGHTS APPRAISED

The interest appraised represents the fee simple estate.

APPRAISAL DEVELOPMENT, REPORTING PROCESS AND SCOPE OF WORK

The following steps were completed for this assignment:

1. identified the subject property; physically inspected the land;
2. understood the intended use of the report;
3. applied appropriate appraisal methodology;
4. analyzed the comparable data to arrive at a probable range of value via each approach to value used in this report;
5. reconciled the results of each approach into a reasonable and defensible final estimate of value for the subject, as defined herein;
6. estimated a reasonable exposure associated with the value.

To develop the opinion of value, I used the Direct Sales Comparison approach to value since it was the most meaningful approach to value in appraising the subject property. Furthermore, the value conclusion reflects known information about the subject, market conditions and available data. I have conveyed this appraisal in a Restricted Appraisal report.

I have conveyed this appraisal in a Restricted Use Appraisal report. As such, use of the restricted use report is limited for use by the client only and my opinions and conclusions set forth in the report cannot be understood properly without the additional information in my appraisal work file.

EXPOSURE TIME

Exposure time is not intended to be a prediction of a date of sale or a one-line statement. Instead, it is an integral part of the appraisal analysis and is based on one or more of the following:

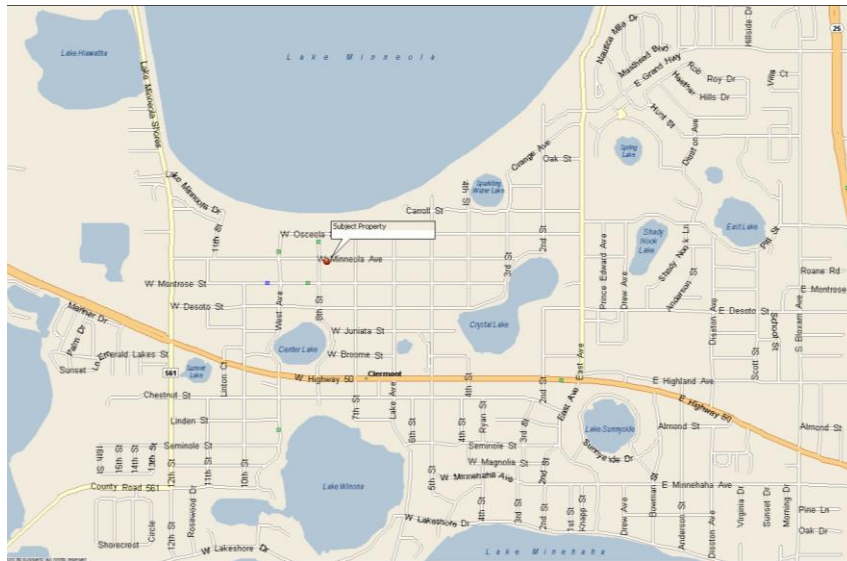
- statistical information about days on the market
- information gathered through sales verification
- interviews of market participants.

The reasonable exposure period is a function of price, time, and use. It is not an isolated estimate of time alone. Exposure time is different for various types of real estate and under various market conditions. Exposure time is the estimated length of time the property would have been offered prior to a hypothetical market value sale on the effective date of appraisal. It is a retrospective estimate based on an analysis of recent past events, assuming a competitive and open market. It assumes not only adequate, sufficient, and reasonable time but also adequate, sufficient, and reasonable marketing effort. Exposure time is therefore interrelated with appraisal conclusion of value.

In consideration of these factors, I have analyzed the following:

- exposure periods of comparable sales revealed during the course of this appraisal;
- knowledgeable real estate professionals.

Based on the foregoing analysis, an exposure time of twelve months is reasonable, defensible, and appropriate.



NEIGHBORHOOD MAP

Area & Neighborhood Description. The subject property is located in Clermont, Lake County, Florida. The Lake County area has experienced a slow to steady growth rate in recent years. The global, United States and local economies have been adverse due to The Great Recession. These trends certainly appear to be improving and are expected to continue to improve within the foreseeable future

Property Description. The subject property consists of 61,740± total square feet of land area (subject to formal survey) located in the southeast corner of W. Minneola Avenue and 8th Street, Clermont, Lake County, Florida. The subject has a slightly sloping topography with adequate access along the south side of W. Minneola Avenue and the east side of 8th Street, both 2 lane paved streets. The subject property also fronts the south side of 2 lane paved Montrose Street, (Clermont's Main Downtown Street). The subject property is irregular, but not considered adverse in shape. All municipal utilities are available. The subject property is zoned Commercial Business District by the City of Clermont Zoning Authorities.

TAXES AND ASSESSMENT DATA		
Tax ID Number	Assessed Value	Assessed Taxes
1087210	\$148,500	*\$0.00
1614503	\$60,025	*\$0.00

Source: Lake County Property Appraiser's Office

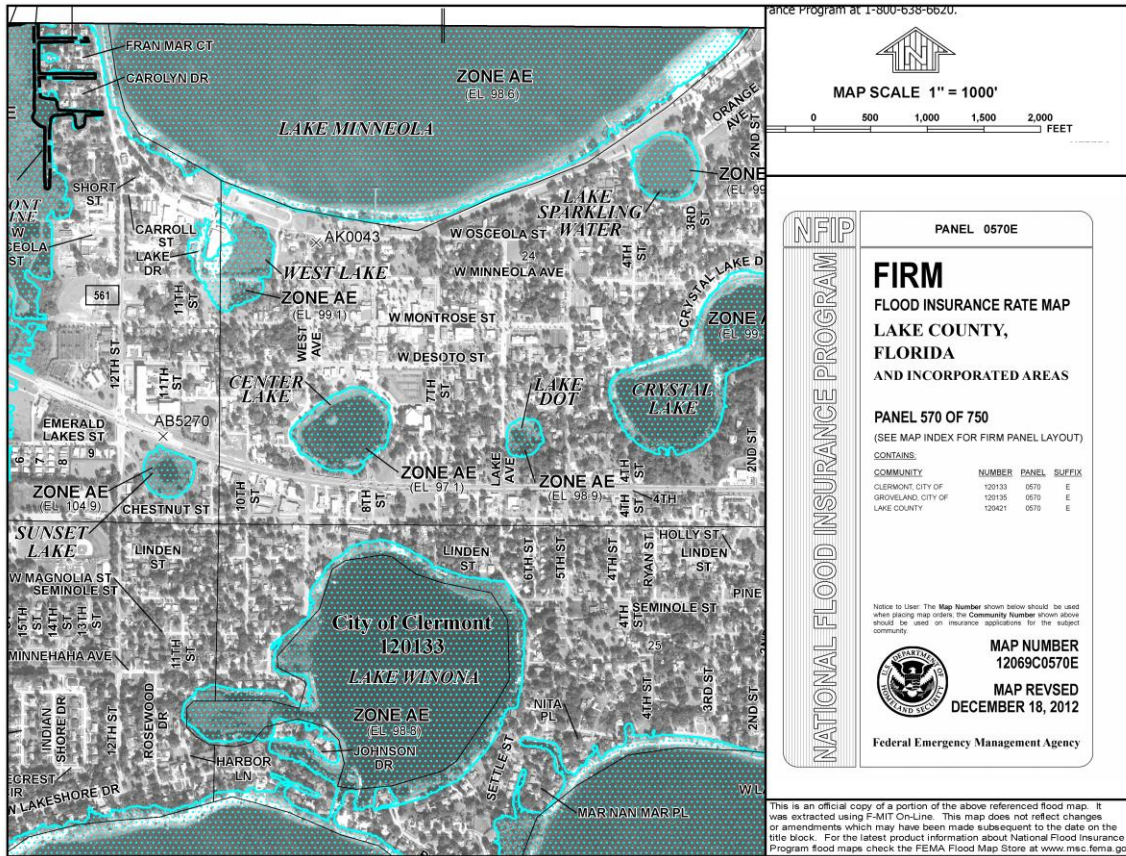
*Government Exemption

According to Lake County Public Records, the subject properties are legally described as follows:

Alternate Key #1087210: CLERMONT LOT 11, BLK 80 PB 8 PG 17

Alternate Key #1614503: CLERMONT W 20 FT OF LOT 12, LOT 13, E 33 FT of LOT 14, LOT 15, E 20 FT OF LOT 17, N 63 FT OF W 20 FT OF LOT 17, N 63 FT OF LOT 19, PB 8 PG 17

FEMA MAP:



HIGHEST AND BEST USE

In appraisal practice, the concept of highest and best use represents the premise upon which value is based. The four criteria the highest and best use must meet are:

- legal permissibility;
- physical possibility;
- financial feasibility; and
- maximum profitability.

Highest and best use as though vacant. After considering the physically possible, legally permissible, financially feasible/maximally productive standpoints, it is our opinion that the highest and best use of the subject property as vacant would be for future commercial usage or any feasible legally permissible use.

APPRAISAL METHODOLOGY

In appraisal practice, an approach to value is included or omitted based on its applicability to the property type being valued and the quality and quantity of information available.

COST APPROACH

The Cost Approach is based upon the proposition the informed purchaser would pay no more for the subject than the cost to produce a substitute property with equivalent utility. This approach is particularly applicable when the property being appraised involves relatively new improvements which represent the highest and best use of the land or when relatively unique or specialized improvements are located on the site and for which there exist few sales or leases of comparable properties.

SALES COMPARISON APPROACH

The Sales Comparison Approach utilizes sales of comparable properties, adjusted for differences, to indicate a value for the subject. Valuation is typically accomplished using physical units of comparison such as price per square foot, price per unit, price per floor, etc., or economic units of comparison such as gross rent multiplier. Adjustments are applied to the physical units of comparison derived from the comparable sale. The unit of comparison chosen for the subject is then used to yield a total value. Economic units of comparison are not adjusted, but rather analyzed as to relevant differences, with the final estimate derived based on the general comparisons.

INCOME CAPITALIZATION APPROACH

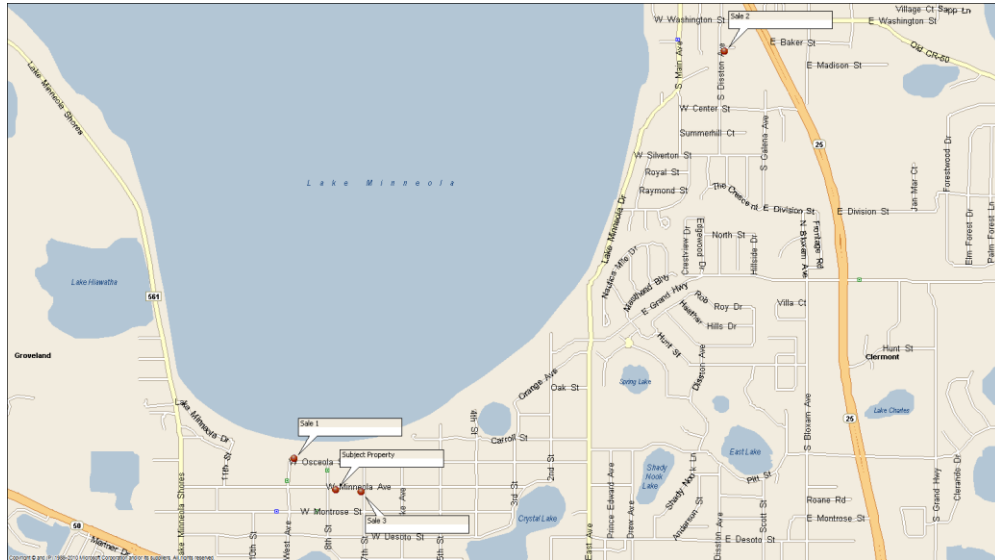
The Income Capitalization Approach reflects the subject's income-producing capabilities. This approach is based on the assumption that value is created by the expectation of benefits to be derived in the future. Specifically estimated is the amount an investor would be willing to pay to receive an income stream plus reversion value from a property over a period of time. The two common valuation techniques associated with the Income Capitalization Approach are direct capitalization and the discounted cash flow (DCF) analysis.

METHODOLOGY APPLICABLE TO THE SUBJECT

This appraisal was performed using the Direct Sales Comparison Approach to value since it was considered most meaningful. The Cost Approach was not used since it is not applicable when appraising vacant land. The Income Approach was not considered applicable since the subject property is not an income producing property.

SUMMARY OF VALUATION & ANALYSIS

Direct Sales Comparison Approach. The following cash or equivalent of cash, fee simple interest, sales were utilized to estimate the value of the subject property:



DESCRIPTION	SUBJECT	SALE 1	ADJ	SALE 2	ADJ	SALE 3	ADJ
Sale Price/SF:	---	\$110,000/\$12.22		\$155,000/\$7.75		*\$485,000/\$10.43	
Property Rights Conveyed:	----	Fee Simple		Fee Simple		Fee Simple	
Financing:	----	Cash or Equivalent		Cash or Equivalent		Cash or Equivalent	
Sale Date:	---	04/2014	+25%	12/2015	+10%	01/2016	+10%
Location:	SE quadrant of W. Minneola Avenue and 8th Street Clermont, FL	875 W. Osceola St., Clermont, Lake Co., FL		SEQ Baker St & Disston Ave, Minneola, Lake Co., FL	+10%	SW corner of 7 th St. & W. Minneola Ave, Lake Co., FL	
Land Area (SF):	61,740	9,000	-35%	20,000	-15%	46,500	-10%
Topography:	Slight slope	Slight slope		Nearly level		Nearly level	
Access:	Good	Average	+10%	Average	+10%	Good	
Zoning:	CBD	CBD		B-1		CBD	
Visibility/Exposure	Good	Good		Average	+10%	Good	
Other	---	Excellent lake view	-15%	Parking lot	-10%	---	
Utilities Available:		All		All		All	
Recorded:	---	4583/1327		4715/858		4752/1402	
Overall Adjustments		-15%		+15%		-0-	
Indicated Adjusted Value (SF)		\$10.39		\$8.91		\$10.43	

*Includes \$25,000 in demolition costs of the Elks Lodge

Sale 1 was located at 875 W. Osceola Street, Clermont, Lake County, Florida and was purchased in April 2014 for \$110,000 or \$12.22 per square foot of land area.

In comparison with the subject property, the sale would be adjusted upward for improved market conditions since the sale occurred (time) and access. The sale would be adjusted downward for size since smaller land parcels typically sell for higher unit sale prices and its superior amenity (lake view). Overall adjustments were downward reflecting a lower unit value for the subject property.

Sale 2 was located in the southeast quadrant of Baker Street and Disston Street, Minneola, Lake County, Florida and was purchased in December 2015 for \$1550,000 or \$7.75 per square foot of land area.

In comparison with the subject property, the sale would be adjusted upward for improved market conditions since the sale occurred (time), location i.e. farther away from more heavily developed core areas, access and visibility/exposure. The sale would be adjusted downward for size since smaller land parcels typically sell for higher unit sale prices and its superior amenity (parking lot). Overall adjustments were upward reflecting a higher unit value for the subject property.

Sale 3 was located at the southwest corner of 7th Street and W. Minneola Avenue, Clermont, Lake County, Florida and was purchased in January 2016 for \$485,000 or \$10.43 per square foot of land area.

In comparison with the subject property, the sale would be adjusted upward for improved market conditions since the sale occurred (time). The sale would be adjusted downward for size since smaller land parcels typically sell for higher unit sale prices. Overall adjustments were somewhat offsetting reflecting a similar unit value for the subject property

CONCLUSION

The price per square foot of land area was considered the best unit of comparison to appraise the subject property. Consequently, after considering the economic and physical differences of each sale and applying appropriate adjustments, we have concluded the opinion of market value for the subject property to be about \$10.00± per square foot x 61,740 square feet or \$617,400 (R) **\$617,500.**

**SIX HUNDRED SEVENTEEN THOUSAND FIVE HUNDRED DOLLARS
(\$617,500)**

Assumptions and Limiting Conditions

1. This is a Restricted Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Restricted Appraisal Report. As such, it presents no discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use as stated in the report. The appraiser is not responsible for unauthorized use of this report.
2. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
3. The property is appraised free and clear of any or all liens and encumbrances unless otherwise stated in this report.
4. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
5. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
6. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
7. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
8. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.
9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.
10. It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state, or national governmental, or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.
11. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.
12. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.
13. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-

formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.

14. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
15. Any proposed improvements are assumed to be completed in a good workmanlike manner in accordance with the submitted plans and specifications.
16. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
17. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.
18. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.
19. The appraiser(s) are competent to complete this assignment in accordance with the provisions in the Uniform Standards of Professional Appraisal Practice (USPAP).

ADDENDUM

ADDENDUM A
LAKE COUNTY PROPERTY RECORD CARDS

Select Language ▼

PROPERTY RECORD CARD

General Information

Owner Name:	CITY OF CLERMONT	Alternate Key:	1087210
Mailing Address:	PO BOX 120219 CLERMONT, FL 34712-0219 Update Mailing Address	Parcel Number:	24-22-25-010008001100
		Millage Group and City:	00C1 (CLERMONT)
		Total Certified Millage Rate:	18.0915
		Trash/Recycling /Water/Info:	My Public Services Map ⓘ
Property Location:	WEST MINNEOLA AVE CLERMONT FL 34711 Update Property Location ⓘ	Property Name:	— Submit Property Name ⓘ
		School Locator:	School and Bus Map ⓘ
Property Description:	CLERMONT LOT 11, BLK 80 PB 8 PG 17		

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT GOVT MUNICIPAL (8089)	0	0		7500	SF	\$0.00	\$148,500.00

Miscellaneous Improvements

There is no improvement information to display.

Sales History

There is no sales history information to display.

[Click here to search for mortgages, liens, and other legal documents.](#) ⓘ

Values and Estimated Ad Valorem Taxes ⓘ

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$148,500	\$148,500	\$0	5.11800	\$0.00
LAKE COUNTY MSTU AMBULANCE	\$148,500	\$148,500	\$0	0.46290	\$0.00
SCHOOL BOARD STATE	\$148,500	\$148,500	\$0	4.62700	\$0.00
SCHOOL BOARD LOCAL	\$148,500	\$148,500	\$0	2.24800	\$0.00
CITY OF CLERMONT	\$148,500	\$148,500	\$0	4.20610	\$0.00
ST JOHNS RIVER FL WATER MGMT DIST	\$148,500	\$148,500	\$0	0.28850	\$0.00

LAKE COUNTY VOTED DEBT SERVICE	\$148,500	\$148,500	\$0	0.15240	\$0.00
LAKE COUNTY WATER AUTHORITY	\$148,500	\$148,500	\$0	0.25540	\$0.00
SOUTH LAKE HOSPITAL DIST	\$148,500	\$148,500	\$0	0.73320	\$0.00
Total:				18.0915	Total: \$0.00

Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

First Homestead Exemption (up to \$25,000)	Learn More View the Law
Additional Homestead Exemption (up to an additional \$25,000)	Learn More View the Law
Limited Income Senior Exemption (applied to county millage - up to \$50,000)	Learn More View the Law
Limited Income Senior Exemption (applied to city millage - up to \$25,000) ⓘ	Learn More View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More View the Law
Widow / Widower Exemption (up to \$500)	Learn More View the Law
Blind Exemption (up to \$500)	Learn More View the Law
Disability Exemption (up to \$500)	Learn More View the Law
Total Disability Exemption (amount varies)	Learn More View the Law
Veteran's Disability Exemption (\$5000)	Learn More View the Law
Veteran's Total Disability Exemption (amount varies)	Learn More View the Law
Veteran's Combat Related Disability Exemption (amount varies)	Learn More View the Law
Deployed Servicemember Exemption (amount varies)	Learn More View the Law
Surviving Spouse of First Responder Exemption (amount varies)	Learn More View the Law
Conservation Exemption (amount varies)	Learn More View the Law
Tangible Personal Property Exemption (up to \$25,000)	Learn More View the Law
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More View the Law
✓ Government Exemption (amount varies)	Learn More View the Law

Exemption Savings ⓘ

The exemptions marked with a ✓ above are providing a tax dollar savings of:
\$2,686.59

Assessment Reduction Information (3% cap, 10% cap, Agricultural, Portability, etc.)

This property is benefitting from the following assessment reductions with a checkmark ✓

Save Our Homes Assessment Limitation (3% assessed value cap)	Learn More View the Law
Save Our Homes Assessment Transfer (Portability)	Learn More View the Law
Non-Homestead Assessment Limitation (10% assessed value cap)	Learn More View the Law

Conservation Classification Assessment Limitation
Agricultural Classification

[Learn More](#) [View the Law](#)
[Learn More](#) [View the Law](#)

Assessment Reduction Savings ⓘ

The assessment reductions marked with a ✓ above are providing a tax dollar savings of: **\$0.00**

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Property data last updated on 12 February 2017.
[Site Notice](#)

Select Language ▼

PROPERTY RECORD CARD

General Information

Owner Name:	CITY OF CLERMONT	Alternate Key:	1614503
Mailing Address:	PO BOX 120219 CLERMONT, FL 34712-0219 Update Mailing Address	Parcel Number:	24-22-25-010008001201
		Millage Group and City:	00C1 (CLERMONT)
		Total Certified Millage Rate:	18.0915
		Trash/Recycling /Water/Info:	My Public Services Map ⓘ
Property Location:	CLERMONT FL 34711 Update Property Location ⓘ	Property Name:	— Submit Property Name ⓘ
		School Locator:	School and Bus Map ⓘ
Property Description:	CLERMONT W 20 FT OF LOT 12, LOT 13, E 33 FT OF LOT 14, LOT 15, E 20 FT OF LOT 17, N 63 FT OF W 20 FT OF LOT 17, N 63 FT OF LOT 19, BLK 80 PB 8 PG 17		

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT GOVT MUNICIPAL (8089)	53	150		53	FF	\$0.00	\$10,600.00
2	VACANT GOVT MUNICIPAL (8089)	60	150		60	FF	\$0.00	\$12,000.00
3	VACANT GOVT MUNICIPAL (8089)	20	150		20	FF	\$0.00	\$4,000.00
4	VACANT GOVT MUNICIPAL (8089)	80	63		80	FF	\$0.00	\$9,600.00
5	VACANT GOVT MUNICIPAL (8089)	40	110		40	FF	\$0.00	\$7,040.00
6	VACANT GOVT MUNICIPAL (8089)	40	40		40	FF	\$0.00	\$3,280.00

Miscellaneous Improvements

No.	Type	No. Units	Unit Type	Year	Depreciated Value
0001	UTILITY BUILDING - FINISHED (UBF)	360	SF	2000	\$2,670.00
0002	FINISHED OPEN PORCH (FOP)	900	SF	2000	\$9,803.00
0003	PLUMBING FIXTURE (PLB)	8	UT	2000	\$1,032.00

Sales History

There is no sales history information to display.

[Click here to search for mortgages, liens, and other legal documents.](#) ⓘ**Values and Estimated Ad Valorem Taxes** ⓘ

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$60,025	\$60,025	\$0	5.11800	\$0.00
LAKE COUNTY MSTU AMBULANCE	\$60,025	\$60,025	\$0	0.46290	\$0.00
SCHOOL BOARD STATE	\$60,025	\$60,025	\$0	4.62700	\$0.00
SCHOOL BOARD LOCAL	\$60,025	\$60,025	\$0	2.24800	\$0.00
CITY OF CLERMONT	\$60,025	\$60,025	\$0	4.20610	\$0.00
ST JOHNS RIVER FL WATER MGMT DIST	\$60,025	\$60,025	\$0	0.28850	\$0.00
LAKE COUNTY VOTED DEBT SERVICE	\$60,025	\$60,025	\$0	0.15240	\$0.00
LAKE COUNTY WATER AUTHORITY	\$60,025	\$60,025	\$0	0.25540	\$0.00
SOUTH LAKE HOSPITAL DIST	\$60,025	\$60,025	\$0	0.73320	\$0.00
				Total: 18.0915	Total: \$0.00

Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

First Homestead Exemption (up to \$25,000)	Learn More View the Law
Additional Homestead Exemption (up to an additional \$25,000)	Learn More View the Law
Limited Income Senior Exemption (applied to county millage - up to \$50,000)	Learn More View the Law
Limited Income Senior Exemption (applied to city millage - up to \$25,000) ⓘ	Learn More View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More View the Law
Widow / Widower Exemption (up to \$500)	Learn More View the Law
Blind Exemption (up to \$500)	Learn More View the Law
Disability Exemption (up to \$500)	Learn More View the Law
Total Disability Exemption (amount varies)	Learn More View the Law
Veteran's Disability Exemption (\$5000)	Learn More View the Law
Veteran's Total Disability Exemption (amount varies)	Learn More View the Law
Veteran's Combat Related Disability Exemption (amount varies)	Learn More View the Law
Deployed Servicemember Exemption (amount varies)	Learn More View the Law
Surviving Spouse of First Responder Exemption (amount varies)	Learn More View the Law
Conservation Exemption (amount varies)	Learn More View the Law
Tangible Personal Property Exemption (up to \$25,000)	Learn More View the Law
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More View the Law
✓ Government Exemption (amount varies)	Learn More View the Law

Exemption Savings ⓘ

The exemptions marked with a ✓ above are providing a tax dollar savings of:
\$1,085.96

Assessment Reduction Information (3% cap, 10% cap, Agricultural, Portability, etc.)

This property is benefitting from the following assessment reductions with a checkmark ✓

Save Our Homes Assessment Limitation (3% assessed value cap)	Learn More View the Law
Save Our Homes Assessment Transfer (Portability)	Learn More View the Law
Non-Homestead Assessment Limitation (10% assessed value cap)	Learn More View the Law
Conservation Classification Assessment Limitation	Learn More View the Law
Agricultural Classification	Learn More View the Law

Assessment Reduction Savings ⓘ

The assessment reductions marked with a ✓ above are providing a tax dollar savings of: **\$0.00**

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Property data last updated on 12 February 2017.
Site Notice

ADDENDUM B
APPRAISAL DEFINITIONS

APPRAISAL DEFINITIONS

Definition of Market Value

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- (1) Buyer and seller are typically motivated;
- (2) Both parties are well informed or well advised, and acting in what they consider their own best interests;
- (3) A reasonable time is allowed for exposure in the open market;
- (4) Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- (5) The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

(Source: 14th Edition of the Appraisal of Real Estate; also quoted in the Glossary of the Uniform Standards of Professional Appraisal Practice.)

Definition of Fee Simple Interest

According to the 14th Edition of the Appraisal of Real Estate the definition of fee simple estate is: absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Definition of Highest and Best Use

According to the 14th Edition of the Appraisal of Real Estate the definition of highest and best use is defined as: the reasonably probable and legal use of vacant land or an improved property that is physically possible, legally permissible, appropriately supported, financially feasible, and that results in the highest value.

ADDENDUM C
QUALIFICATIONS

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA REAL ESTATE APPRAISAL BOARD

LICENSE NUMBER	
RZ1678	

The CERTIFIED GENERAL APPRAISER
 Named below IS CERTIFIED
 Under the provisions of Chapter 475 FS.
 Expiration date: NOV 30, 2018

ROCKER, JOHN L III
 690 MONTROSE ST
 CLERMONT FL 34711

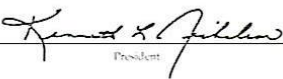



ISSUED: 11/18/2016 DISPLAY AS REQUIRED BY LAW SEQ # L1611180001826

MEMBERSHIP CERTIFICATE

This Certifies That
John L. Rucker, III, SRA
 has been admitted to membership as an
MAI Member
 in the Appraisal Institute and is
 entitled to all the rights and privileges of membership
 subject only to the limiting conditions set forth from time to time
 in the Bylaws and Regulations of the Appraisal Institute.

In Witness Whereof, the Board of Directors of the Appraisal Institute has
 authorized this certificate to be signed in its behalf by the President, and the
 Corporate Seal to be hereunto affixed on this *8th* day of *September*, 1997


 President




APPRAISAL
INSTITUTE



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, November 13, 2018		
Agenda Item Name		
CDBG Policy		
Requested Action		
Recommend approval to adopt policies required by DEO for the Cities CDBG grant application.		
Staff Report		
The City has submitted an application for a community development block grant (CDBG) to the Department of Economic Opportunity. Certain policies are required to be adopted in order to qualify for the grant. These policies have been previously adopted by the City, however; the following two policies required a few minor updates.		
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. CDBG Procurement Policy	CDBG Procurement Policy.doc	
2. Citizen's Participation Plan	Citizen's Participation Plan.doc	

CITY OF CLERMONT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
PURCHASING POLICY
INCLUDING THE
MINORITY BUSINESS ENTERPRISE POLICY

Section 1 PURPOSE

This policy is adopted to assure that commodities and services for the Community Development Block Grant Programs are obtained efficiently and effectively in free and open competition and through the use of sound procurement practices. All City staff and other persons (subgrantees or contractors) with designated responsibility for the administration of CDBG award contracts are responsible for ensuring compliance with all applicable federal and state laws and regulations. These include but are not limited to: OMB Circular A-102, attachment O; 2 CFR Part 200; s. 255.0525 and 287.055 Florida Statutes, Chapter 73C-23 Florida Administrative Code.

Section 2 APPLICATION OF POLICY

This policy shall apply to contracts or agreements for the procurement of all materials, supplies, services, construction and equipment for any Community Development Block Grant Program solicited or entered into after the effective date of this policy.

Section 3 PURCHASING DIRECTOR

The City Manager shall serve as the central purchasing officer (the "Purchasing Officer") of the City of Clermont for all contracts or agreements described in Section 2.

Section 4 PURCHASING AND CONTRACT AWARD PROCEDURES

Section 4.01 PURCHASING CATEGORIES; THRESHOLD AMOUNTS

Except as to Sole Source Purchases (Section 4.06) and Cooperative Purchasing (Section 4.07), all purchases and contract awards are to be made subject to the provisions of the appropriate Section according to the following threshold amounts:

- A. Small Purchases (Section 4.02) \$1.00 to \$750.00
- B. Purchasing Quotes (Section 4.03)\$750.01 to \$5,000.00
- C. Competitive Sealed Bids/Proposals
(Section 4.04 & 4.05)\$5,000.01 and above

Section 4.02 SMALL PURCHASES

The purchase of commodities, equipment and services which cost less than the threshold authorized in Section 4 does not require solicitation of quotes or bids. Small purchases shall be authorized by the Purchasing Officer or his/her designees.

Section 4.03 PURCHASING QUOTES

The purchase of goods and services which cost within the range authorized for purchasing quotes in Section 4 shall require competitive quotations from three or more vendors. The quotations shall be obtained by the Purchasing Division and shall be reviewed and awarded by the Purchasing Officer.

Section 4.04

COMPETITIVE SEALED BIDDING

1. Conditions for Use. All contracts for purchases of a single item, services or aggregate in excess of the established base amount for Competitive Sealed Bids/Proposals in Section 4, where price, not qualifications, is the basis for contract award, shall be awarded by competitive sealed bidding.
2. Invitation to Bid. Under Section 255.0525(2), F.S. and Rule 73-23.00521(2)(a), F.A.C., an invitation to bid for construction projects that are projected to cost more than \$200,000.00 shall be published in at least one daily newspaper of general circulation in Lake County as well as a nearby federal Office of Management and Budget (OMB) designated metropolitan statistical area (MSA) at least 21 days prior to the established bid opening and at least 5 days prior to any scheduled prebid conference. An invitation to bid for construction projects that are projected to cost more than \$500,000.00 shall be publicly advertised at least once in a newspaper of general circulation in Lake County at least 30 days prior to the established bid opening and at least 5 days prior to any scheduled prebid conference. Additionally, Notice shall be sent to those vendors and contractors on the City's MBE/WBE solicitation list. Alternatively, the City may substitute the above notice with any solicitation procedure which generates at least three responsible and responsive bids or proposals which can be considered. However, if three responsible and responsive bids or proposals are not received, the procurement will be invalid.

An Invitation to Bid shall be issued and shall include specifications, all contractual terms and conditions, and the place, date, and time for opening or submittal. No later than five working days prior to the date for receipts of bids, a vendor shall make a written request to the City for interpretations or corrections of any ambiguity, inconsistency or error which the vendor may discover. All interpretations or corrections will be issued as addenda. The City will not be responsible for oral clarifications. No negotiations, decisions or actions shall be initiated or executed by the proposer as a result of any discussions with any City employee prior to the opening of proposals. Only those communications which are in writing from the City may be considered as a duly authorized expression on the behalf of the Council. Also, only communications from firms or individuals which are in writing and signed will be recognized by the Council as duly authorized expressions on behalf of proposers.

- (1) Alternate(s). Alternate bids will not be considered unless authorized by and defined in the Special Conditions of the bid specifications.
 - (2) Approved Equivalents. The City reserves the right to determine acceptance of item(s) as an approved equivalent. Bids which do not comply with stated requirements for equivalents in the bid conditions are subject to rejection. The procedure for acceptance of equivalents shall be included in the general conditions of the bid.
3. Public Notice. Public Notice shall be by publication in a newspaper of general circulation at least twelve (12) working days prior to bid opening or in accordance with Section 4.04-2 above as appropriate. Notice of the Invitation to Bid shall give date, time, and place set forth for the submittal of proposals and opening bids.

4. Bid Opening. Bids shall be opened publicly. The Purchasing Officer or his/her designee shall open bids in the presence of one or more witnesses at the time and place designated in the Invitation to Bid. The amount of each bid, and other such relevant information as may be deemed appropriate by the Purchasing Officer together with the name of each bidder, and all witnesses shall be recorded. The record (Bid Report) and each bid shall be open to public inspection.
5. Bid Acceptance and Evaluation. Bids shall be unconditionally accepted without alteration or correction, except as authorized in this policy. Bids shall be evaluated based on the requirements set forth in the Invitation to Bid, which may include, but not be limited to criteria to determine acceptability such as; inspection, testing, quality, recycled or degradable material content, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measured, such as discounts, transportation costs, and total or life cycle costs. No criteria may be used in bid evaluation that are not set forth in the Invitation to Bid, in regulations, or in this policy.
6. Bid Agenda Item. After evaluation, the Purchasing Officer will prepare a recommendation and shall place the item on the agenda of the City Council.
7. Correction or Withdrawal of Bids; Cancellation of Awards. Correction or withdrawal of inadvertently erroneous bids before or after award, or cancellation of awards or contracts based on such bids mistakes, shall be permitted where appropriate. Mistakes discovered before bid opening may be modified or withdrawn by written or telegraphic notice received in the office designated in the Invitation to Bid prior to the time set for bid opening. After bid opening, corrections in bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence that a mistake, of non-judgmental character was made, the nature of the mistake, and the bid price actually intended. After bid opening, no changes in the bid price or other provisions of bids prejudicial to the interest of the City or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw his bid if:
 - (1) the mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or
 - (2) the bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids or to cancel awards or contracts based on bid mistakes shall be supported by a written determination made by the Purchasing Officer.
8. Multi-Step Sealed Bidding. When it is considered impractical to initially prepare a purchase description to support an award based on price, an Invitation for bids may be issued requesting the submission of unpriced offers to be followed by an invitation for bids limited to those bidders whose offers have been determined to be technically acceptable under the criteria set forth in the first solicitation.
9. Award. The contract shall be awarded with reasonable promptness to the lowest responsible and

responsive bidder whose bid meets the requirements and criteria set forth in the Invitation to Bid.

- (1) Notice of Intended Award. The contract shall be awarded by written notice. Every procurement of contractual services shall be evidenced by a written agreement. Notice of intended award, including rejection of some or all of bids received, may be given by posting the bid tabulations where the bids were opened, by telephone, by first class mail, or by certified United States mail, return receipt requested, whichever is specified in bid solicitation. A vendor may request, in their bid submittal, a copy of the tabulation sheet to be mailed in a vendor provided, self-addressed envelope for their records.
 - (2) Notice of Right to Protest. All notices of decision or intended decisions shall contain the statement: "Failure to file a protest within the time prescribed in Section 4.08 of the CDBG Purchasing Policy of the City of Clermont shall constitute a waiver of Proceedings under that section of this policy".
10. Cancellation of Invitations for Bids. An Invitation for bids or other solicitation may be canceled, or any or all bids may be rejected in whole or in part when it is in the best interests of the City, as determined by the Council provided such action does not violate CDBG program requirements. Notice of cancellation shall be sent to all businesses solicited. The notice shall identify the solicitation, explain the reason for cancellation and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurement of similar items.
11. Disqualification of Vendors. For any specific bid, vendors may be disqualified by the Finance Director or City Clerk for the following reasons:
 - (1) Failure to perform according to bidding provisions.
 - (2) Conviction in a court of law of any criminal offense in connection with the conduct of business.
 - (3) Clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.
 - (4) Clear and convincing evidence that the vendor has attempted to give a City employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the City's purchasing activity.
 - (5) Failure to execute a Public Entity Crimes Statement as required by Florida Statutes Chapter 287.133 (3) (a).
 - (6) Failure to be a responsive bidder according to the bidding procedures and provisions will result in disqualification of a bid.

Section 4.05 COMPETITIVE SEALED PROPOSALS

All contracts for purchases of a single item or services or aggregate in excess of the established base amount for Competitive Sealed Bids/Proposals in Section 4, where qualifications, not price, is the basis for contract award, shall be awarded by competitive sealed proposals. All contracts for the procurement of professional architectural, engineering, landscape architectural, and land surveying services will be awarded according to the provisions of Section 4.051. All other contracts required to be awarded by competitive sealed proposals will be awarded according to the provisions of Section 4.052.

Section 4.051 PROFESSIONAL ARCHITECTURAL, ENGINEERING, LANDSCAPE ARCHITECTURAL, AND LAND SURVEYING SERVICES

1. Public Announcement. It is the policy of the City to publicly announce all requirements for professional architectural, engineering, landscape architectural, and land surveying services and to negotiate such contracts on the basis of demonstrated competence and qualifications at fair and reasonable prices. In the procurement of such services, the City may require firms to submit a statement of qualifications, performance data and other related information for the performance of professional services.
 - (1) Scope of Project Requirements. Prior to submission of the request for proposals for professional services as an agenda item for approval by the Council, the Purchasing Officer shall submit to the City written project requirements indicating the nature and scope of the professional services needed, including but not limited to the following:
 - (a) the general purpose of the services or study;
 - (b) the objectives of the study or services;
 - (c) estimated period of time needed for the services or the study;
 - (d) the estimated cost of the service or study;
 - (e) whether the proposed study or service would or would not duplicate any prior or existing study or services;
 - (f) list of current contracts or prior services or studies which are related to the proposed study or service;
 - (g) the described qualifications, listed in order of importance, of the person or firm applicable to the scope and nature of the services requested.
 - (2) Distribution of Project Requirements. The Purchasing Officer shall distribute the written project requirements as approved by the City Council to all persons on the mailing list who have indicated an interest in being considered for the performance of such professional services and to any additional persons as the Purchasing Officer or using agency deems desirable. The written project requirements shall include a statement of the relative importance of each of the requirements. The project requirements shall be accompanied by an Invitation to such persons to submit an indication of interest in performing the required services, and by notification of the date and time when such indications of interest are due. This date shall not be less than twelve calendar days from the date of public notice when the Purchasing Officer shall publish in at least one daily newspaper of general circulation in the County where the project is located and in a nearby federal Office of Management and Budget (OMB) designated metropolitan statistical area (MSA). Alternatively, the City may substitute the above notice with any solicitation procedure which generates at least three responsible and responsive bids or proposals which can be considered. However, if three responsible and responsive bids or proposals are not received, the procurement will be invalid.
 - (3) Modification Prohibition. After the publicized submission time and date, indications of interest shall not be modified or allowed to be modified in any manner except for correction of clerical errors or other similar minor irregularities as may be allowed by

the Selection Committee (defined in Section 4.051B) prior to making its selection of those best qualified to be formally interviewed.

(4) Reuse of Existing Plans. There shall be no public notice requirements or utilization of the selection process as provided in this section for projects in which the City is able to reuse

existing plans from a prior project. However, public notice of any plans which are intended to be reused at some future time shall contain a statement which provides that the plans are subject to reuse.

2. Selection Committee Membership and Evaluation. Depending on the expected complexity and expense of the professional services to be contracted, the City may determine whether a three member or five-member selection committee will best serve the needs of the Council.

(1) Three Member Committee Composition. Membership of a three-member selection committee shall be appointed by the City Council.

(2) Five Member Committee Composition. Membership of a five-member selection committee shall be appointed by the City Council.

(3) Selection Committee Evaluation. Only written responses of statements of qualifications, performance data, and other data received in the purchasing office by the publicized submission time and date shall be evaluated. Only those respondents who are determined to be best qualified based upon the evaluation of written responses and selected for Formal interview may submit additional data. From among those persons evidencing, by timely submission of written responses, an interest in performing the services the Selection Committee shall:

(a) prepare an alphabetical list of those persons determined by the Selection Committee to be qualified, interested and available; and

(b) designate no less than three persons on the alphabetical list considered by the Selection Committee to be best qualified to perform the work required.

(4) Shortlisting. The best qualified respondents shall be based upon the Selection Committee's ability to differentiate qualifications applicable to the scope and nature of the services to be performed.

The Selection Committee shall determine qualifications, interest and availability by reviewing the written responses that express an interest in performing the services, and by conducting formal interviews of no less than three selected respondents that are determined to be best qualified based upon the evaluation of written responses. The determination may be based upon, but not limited to, the following considerations:

- (a) competence, including technical educational and training, experience in the kind of project to be undertaken, availability of adequate personnel, equipment and facilities, the extent of repeat business of the persons, and where applicable, the relationship of construction costs estimates by the person to actual cost on previous projects;
- (b) current work load;
- (c) financial responsibilities;
- (d) ability to observe and advise whether plans and specifications are being compiled with, where applicable;
- (e) record of professional accomplishments;
- (f) proximity to the project involved, if applicable;
- (g) record of performance; and
- (h) ability to design an approach and work plan to meet the project requirements, where applicable.

(5) Interview and Council Approval. After conducting the formal interviews, the Selection Committee shall list those respondents interviewed in order of preference based upon the considerations listed in subsection (4) above. The respondents so listed shall be considered to be the most qualified and shall be listed in order of preference starting at the top of the list.

The list of best qualified persons shall be forwarded to the Council for approval prior to beginning contract negotiations. Negotiation sequence shall be based on the order of preference.

3. Negotiation Staff. Contract negotiations shall be conducted by the Purchasing Officer unless the Council President directs that negotiations be conducted by a Negotiation Committee.

Negotiation. The Purchasing Officer or the Negotiation Committee shall negotiate a contract with the firm considered to be the most qualified to provide the services at compensation and upon terms which the Purchasing Officer or the Negotiation Committee determines to be fair and reasonable to the City. In making this decision, the Purchasing Officer or the Negotiation Committee shall take into account the estimated value, the scope, the complexity, and the professional nature of the services to be rendered. As a part of the negotiation, the Purchasing Officer or the Negotiation Committee shall conduct a cost analysis, including evaluation of profit, based on a cost breakout by the firm of its proposed price. Should the Purchasing Officer or the Negotiations Committee be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, negotiations with that firm will be formally terminated. The Purchasing Officer or the Negotiation Committee shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the Purchasing Officer or the Negotiation Committee shall formally terminate negotiations, and then shall undertake negotiations with the third most qualified firm. Should the Purchasing Officer or the Negotiation Committee be unable to negotiate a satisfactory contract with any of the selected firms, the Selection Committee shall select additional firms in order of their competence and qualifications, and the Purchasing Officer or Negotiation Committee shall continue negotiations in accordance with this section until an agreement is reached or until a determination has been made not to contract for services.

Section 4.052

OTHER COMPETITIVE SEALED PROPOSALS (non-287.055 services)

1. Conditions for Use. All contracts required by Section 4.05 to be awarded by competitive sealed proposals that are not for the procurement of professional architectural, engineering, landscape architectural, and land surveying services, will be awarded according to the provisions of this section.
2. Consultant's Competitive Negotiation Act. Professional services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered land surveying, as defined under the Consultant's Competitive Negotiation Act (Section 287.055, Florida Statutes), shall be secured under the provisions of Section 4.051.
3. Council Approval. Proposals anticipated to exceed the threshold established in Section 4 for Competitive Sealed Proposals shall be approved by the City of Clermont prior to solicitation.
4. Public Notice. Adequate public notice of the Request for Proposal shall be given in the same manner as provided in subsection 4.04-3 of this policy for competitive sealed bidding. Notice shall also be sent to those vendors and contractors on the City's MBE/WBE solicitation list.
5. Evaluation Factors. The Request for Proposals shall state the relative importance of criteria outlined in the scope of services, fee proposal, and other evaluation.
6. Proposal Cancellation or Postponement. The Purchasing Officer may, prior to a proposal opening, elect to cancel or postpone the date and/or time for proposal opening or submission.
7. Revisions and Discussions with Responsible Offerors. As provided in the Request for Proposals, and under regulations promulgated by the City Council of the City of Clermont, discussions may be conducted with responsible offerors who submit proposals determined to be qualified of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submission and prior to award for the purpose of obtaining the best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors. The Purchasing Officer shall prepare a written summary of the proposals and make written recommendation of award to the City Council. As a part of the recommendation, the Purchasing Officer shall conduct a cost analysis, including evaluation of profit, based on a cost breakout by the firm of its proposed price.

Award. Award shall be made by the City Council to the lowest responsive and responsible offer or whose proposal is determined in writing to be the most advantageous to the City of Clermont, taking into consideration the evaluation factors set forth in the Request for Proposals. No other factors or criteria shall be used in the evaluation criteria that is not included in the Request for Proposal.

Section 4.06

SOLE SOURCE PURCHASES

Sole Source Certification. The procurement for all professional services and any contract resulting from a non-competitive procurement process must meet the requirements of 2 CFR Part

200 and Section 287.055 of the Florida Statutes. The City's Purchasing Officer must conduct a cost or price analysis of all proposed prices on sole source purchases, analysis shall include a review of profit as a separate element. Sole source purchases must be approved by DEO in writing.

Section 4.07 COOPERATIVE PURCHASING

1. State Contracts. The Purchasing Officer is authorized to purchase goods or services for any dollar amount from authorized vendors listed on the respective state contracts of the Department of General Services, subject otherwise to the requirements of this policy.
2. Other Governmental Units. The Purchasing Officer shall have the authority to join other units of government in cooperative purchasing ventures when the best interest of the City would be served thereby, and the same is in accordance with this policy and with the City and State Law.

Section 4.08 BID PROTEST

1. Right to Protest. Any actual prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of contract may protest to the City Council. Protestors shall seek resolution of their complaints initially with the Purchasing Officer and secondly with the City Clerk prior to protesting to the City Council.
2. Filing a Protest. Any persons who is affected adversely by the decision or intended decision of the City shall file with the Purchasing Officer a notice of protest in writing within 72 hours after the posting of bid tabulation or after receipt of the notice of intended decision; and file a formal written protest within 10 calendar days after he/she filed the notice of protest. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this Section. A written protest is filed with the City when it is delivered to and received in the office of the Purchasing Officer.
 - (1) The notice of protest shall contain at a minimum: the name of the bidder; the bidders address and phone number; the name of the bidder's representative to whom notices may be sent; the name and bid number of the solicitation; and a brief factual summary of the basis of the protest.
 - (2) The formal written protest shall; identify the protestant and the solicitation involved; include a plain, clear, statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances, or other legal authorities which the protestant deems applicable to such grounds; and specifically request the relief to which the protestant deems himself entitled by application of such authorities to such grounds.
 - (3) The protestant shall mail a copy of the notice of protest and the formal written protest to any person with whom he/she is in dispute.
3. Settlement and Resolution. The Purchasing Officer shall; within 14 days of the formal written protest, attempt to resolve the protest prior to any proceedings arising from the position. Provided, however, if such settlement will have the effect of determining a substantial interest of another party or business, such settlement must be reached in the course of the proceedings provided herein.

4. Protest Proceedings. If the protest cannot be resolved by mutual agreement, the Purchasing Officer shall conduct or designate another to conduct a protest proceeding pursuant to the following procedures:
- (1) Protest Proceeding Procedures.
 - (a) The presiding officer shall give reasonable notice to all substantially affected persons or businesses. Otherwise petitions to intervene will be considered on their merits as received.
 - (b) At or prior to the protest proceeding, the protestant may submit any written or physical materials, objects, statements, or affidavits, and arguments which he/she deems relevant to the issues raised.
 - (c) In the proceeding, the protestant, or his/her representative or counsel, may also make an oral presentation of his evidence and arguments. However, neither direct nor cross examination of witnesses shall be permitted, although the presiding officer may make whatever inquiries he/she deems pertinent to a determination of the protest.
 - (d) The judicial rules of evidence shall not apply and the presiding officer shall base his/her decision on such information given in the course of the proceeding upon which reasonable prudent persons rely in the conduct of their affairs.
 - (e) Within seven (7) working days of the conclusion of the proceeding, the presiding officer shall render a decision which sets forth the terms and conditions of any settlement reached. Such decision of the presiding officer shall be conclusive as to the recommendation to the City Council.
 - (f) Any party may arrange for the proceedings to be stenographically recorded and shall bear the expense of such recording.
 - (2) Intervenor. The participation of intervenors shall be governed by the terms of the order issued in response to a petition to intervene.
 - (3) Time Limits. The time limits in which protests must be filed as provided herein may be altered by specific provisions in invitation for bids or request for proposal.
 - (4) Entitlement to Costs. In no case will the protesting bidder or offeror be entitled to any costs incurred with the solicitation, including bid preparation costs and attorney's fees.
5. Stay of Procurement During Protests. In the event of a timely protest under Subsection A of this Section, the Purchasing Officer shall not proceed further with the solicitation or award of the contract until all administrative remedies have been exhausted or unless the City Council makes a determination that the award of a contract without delay is necessary to protect the substantial interest of the City.

Section 4.09

CONTRACT CLAIMS

1. Authority of the Purchasing Officer to Settle Bid Protests and Contract Claims. The Purchasing Officer is authorized to settle any protest regarding the solicitation or award of a City contract, or any claim arising out of the performance of a City contract, prior to an appeal to the City Council

or the commencement of an action in a court of competent jurisdiction, but may not settle any such protest or claim for consideration of \$1,000.00 or greater in value without prior approval of the City Council.

2. Decision of the Purchasing Officer. All claims by a contractor against the City relating to a contract, except bid protests, shall be submitted in writing to the Purchasing Officer for a decision. The contractor may request a conference with the Purchasing Officer on the claim. Claims include, without limitation, disputes arising under a contract, and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.
3. Notice to the Contractor of the Purchasing Officer's Decision. The decision of the Purchasing Officer shall be promptly issued in writing, and shall be immediately mailed or otherwise furnished to the contractor. The decision shall state the reasons for the decision reached, and shall inform the contractor of his appeal rights.
4. Finality of the Purchasing Officer Decision; Contractor's Right to Appeal. The Purchasing Officer's decision shall be final and conclusive unless, within 10 calendar days from the date of receipt of the decision, the contractor files a notice of appeal with the City Council.
5. Failure to Render Timely Decision. If the Purchasing Officer does not issue a written decision regarding any contract controversy within fourteen calendar days after receipt of a written request for a final decision, or within such longer period as may be agreed upon between the parties, then the aggrieved party may proceed as if an adverse decision had been issued.

Section 4.10 REMEDIES FOR SOLICITATION OR AWARDS IN VIOLATION OF LAW

1. Prior to Bid Opening or Closing Date for Receipt of Proposals. If prior to the bid opening or the closing date for receipt of proposals, the Purchasing Officer after consultation with the City Attorney, determines that solicitation is in violation of federal, state, or local law or ordinance, then the solicitation shall be canceled or revised to comply with applicable law.
2. Prior to Award. If after bid opening or the closing date for receipt of proposals, but prior to the award contract, the Purchasing Officer after consultation with the City Attorney, determines that a solicitation or a proposed award of a contract is in violation of federal, state, or municipal law or ordinance, then the solicitation or proposed award shall be canceled.
3. After Award. If, after award, the Purchasing Officer after consultation with the City Attorney, determine that a solicitation or award of a contract was in violation of applicable law or ordinance, then;
 - (1) if the person awarded the contract has not acted fraudulently or in bad faith:
 - (a) the contract may be terminated and the person awarded the contract shall be compensated for actual costs reasonably incurred under the contract plus a reasonable profit, but excluding attorney's fees, prior to termination; or
 - (2) if the person awarded the contract has acted fraudulently or in bad faith the contract may be declared null and void or voidable, if such action is in the best interest of the

City.

Section 5 CONTRACT ADMINISTRATION

Section 5.1 CONTRACT PROVISION

1. Standard Contract Clauses and Their Modification. The City after consultation with the City Attorney, may establish standard contract clauses for use in City contracts. However, the Purchasing Officer may, upon consultation with the City Attorney, vary any such standard contract clauses for any particular contract.
2. Contract Clauses. All City contracts for supplies, services, and construction shall include provisions necessary to define the responsibilities and rights of the parties to the contract. The Purchasing Officer after consultation with the City Attorney, may propose provisions appropriate for supply, service, or construction contracts, addressing among others the following subjects:
 - (1) the unilateral right of the City to order, in writing, changes in the work within the scope of the contract;
 - (2) the unilateral right of the City to order in writing temporary stopping of the work or delaying performance that does not alter the scope of the contract;
 - (3) variations occurring between estimated quantities or work in contract and actual quantities;
 - (4) defective pricing;
 - (5) time of performance and liquidated damages;
 - (6) specified excuses for delay or nonperformance;
 - (7) termination of the contract for default;
 - (8) termination of the contract in whole or in part for the convenience of the City;
 - (9) suspension of work on a construction project ordered by the City;
 - (10) site conditions differing from those indicated in the contract, or ordinarily encountered, except that a differing site conditions clause need not be included in a contract
 - (a) when the contract is negotiated;
 - (b) when the contractor provides the site or design; or
 - (c) when the parties have otherwise agreed with respect to the risk of differing site conditions;
 - (11) value engineering proposals;
 - (12) remedies;
 - (13) access to records/retention records;
 - (14) environmental compliance; and
 - (15) prohibition against contingency fees;
 - (16) insurance to be provided by contractor covering employee property damage, liability and other claims, with requirements of certificates of insurance and cancellation clauses;
 - (17) bonding requirements as set by the City Council;
 - (18) causes of and authorization for suspension of contract for improper contractor activity.

Section 5.2 PRICE ADJUSTMENTS

1. Method of Price Adjustment. Adjustments in price during the term of a contract shall be computed in one or more of the following ways upon approval by the City:
 - (1) by agreement on a fixed price adjustment before adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 - (2) by unit prices specified in the contract or subsequently agreed upon;
 - (3) by costs attributable to the events or situations under such clauses with adjustment of profit or fee, all as specified in the contract or subsequently agreed upon by the City;
 - (4) in such other manner as the contracting parties may mutually agree; or
 - (5) in the absence of agreement by the parties, by a unilateral determination by the City of the costs attributable to the events or situations under such clauses with adjustment of profit or fee as computed by the City, subject to the provisions of this Section.
2. Costs or Pricing Data Required. A contractor shall be required to submit cost or pricing data if any adjustment in contract price is subject to the provisions of this Section.

Section 5.3 CHANGE ORDERS/CONTRACT AMENDMENTS

Change orders and contract amendments, which provide for the alteration of the provisions of a contract may be approved by an appropriate person based upon the dollar value of the change or amendment. The purchasing categories thresholds designated in Section 4.01 shall govern the appropriate level of approval.

Section 5.4 ASSIGNMENTS OF CONTRACTS

No agreement made pursuant to any section of this policy shall be assigned or sublet as a whole or in part without the written consent of the City nor shall the contractor assign any monies due or to become due to the contractor hereunder without the previous written consent of the City.

Section 5.5 RIGHT TO INSPECT PLANT

The City may, as its discretion, inspect the part of the plant or place of business of a contractor or any subcontractor which is related to the performances of any contract awarded, or to be awarded, by the City. The right expressed herein shall be included in all contracts or subcontracts that involve the performance of any work or service involving the City.

Section 6 CITY PROCUREMENT RECORDS

1. Contract File. All determinations and other written records pertaining to the solicitation, award, or performance of a contract shall be maintained for the City in a contract file.
2. Retention of Procurement Records. All procurement records shall be retained and disposed of by the City in accordance with records retention guidelines and schedules established by the State of Florida and Federal Guidelines. For CDBG related activities that retention period is six years.

Section 7 SPECIFICATIONS

Section 7.1 MAXIMUM PRACTICABLE COMPETITION

All specifications shall be drafted to promote overall economy and encourage competition in satisfying the City needs and shall not be unduly restrictive. The policy applies to all specifications including, but not limited to, those prepared for the City by architects, engineers, designers, and draftsmen.

Section 7.2 USE OF BRAND NAME OR EQUIVALENT SPECIFICATIONS

1. Use. Brand name or equivalent specifications may be used when the City determines that:
 - (1) no other design, performance, or qualified product list is available;
 - (2) time does not permit the preparation of another form of purchase description, not including a brand name specification;
 - (3) the nature of the product or the nature of the City requirements makes use of a brand name equivalent specifications suitable for the procurement; or
 - (4) use of brand name or equivalent specification is in the City's best interest.
2. Designation of Several Brand Names. Brand names or equivalent specifications shall seek to designate three, or as many different brands as are practicable, as "or equivalent" references and shall further state the substantially equivalent products to those designated may be considered for award.
3. Required Characteristics. The brand name or equivalent specifications shall include a description of the particular design, functional, or performance characteristics required.
4. Nonrestrictive Use of Brand Name or Equivalent Specifications. Where a brand name or equivalent specification is used in a solicitation, the solicitation shall contain explanatory language that the use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition.
5. Determination of Equivalents. Any prospective bidder may apply, in writing, for a pre-bid determination of equivalence by the Purchasing Director. If sufficient information is provided by the prospective bidder, the Purchasing Director may determine, in writing and prior to the bid opening time, that the proposed product would be equivalent to the brand name used in the solicitation.
6. Specifications of Equivalents Required for Bid Submittal. Vendors proposing equivalent products must include in their bid submittal the manufacturer's specifications for those products. Brand names and model numbers are used for identification and reference purposes only.

Section 7.3 BRAND NAME SPECIFICATIONS

1. Use of Brand Name Specifications. Since the use of a brand name specification is restrictive of product competition, it may be used only when the Purchasing Director makes a determination that only the identified brand name item will satisfy the City needs.
2. Competition. The Purchasing Director shall seek to identify sources from which the designated brand name item or items can be obtained and shall solicit such sources to achieve whatever degree of price competition is practicable. If only one source can supply the requirement, the procurement shall be made under Section 4.10, Sole Source Purchases.

Section 8

ETHICS IN PUBLIC CONTRACTING

Section 8.1

CRIMINAL PENALTIES

To the extent that violations of the ethical standards of conduct set forth in this section constitute violations of the State Criminal Code they shall be punishable as provided therein. Such penalties shall in addition to civil sanctions set forth in this part.

Section 8.2

EMPLOYEE CONFLICT OF INTEREST

1. Participation. It shall be unethical for any City employee, officer, or agent to participate directly or indirectly in a procurement or administration of a contract. A conflict of interest would arise when:

- (1) the City employee, officer or agent;
- (2) any member of his immediate family;
- (3) his or her partner; or
- (4) an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The officer's employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value

from

contractors, or parties to sub-agreements.

Section 8.3

CONTEMPORANEOUS EMPLOYMENT PROHIBITED

It shall be unethical for any City employee who is participating directly or indirectly in the procurement process to become or to be, while such a City employee, the employee of any person contracting with the City of Clermont.

Section 8.4

USE OF CONFIDENTIAL INFORMATION

It shall be unethical for any employee knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of other persons.

Section 8.5

GRATUITIES AND KICKBACKS

1. Gratuities. It shall be unethical for any person to offer, give, or agree to give any City employee, officer, or agent to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with the decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal theretofore.
2. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or behalf a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
3. Contract Clause. The prohibition against gratuities and kickbacks prescribed in this section shall conspicuously set forth in every contract and solicitation therefore.

Section 8.6 SANCTIONS

1. Employee Sanctions. Upon violation of the ethical standards by an employee, officer or agent of the City, or other appropriate authority may:
 - (1) impose one or more appropriate disciplinary actions as defined in the City Personnel Rules and regulations, up to and including termination of employment; and;
 - (2) may request investigations and prosecution
2. Non-employee Sanctions. The Council may impose any one or more of the following sanctions on a non-employee for violation of the ethical standards:
 - (1) written warnings;
 - (2) termination of contracts; or
 - (3) debarment or suspension as provided in Section 11-8.

Section 8.7 RECOVERY OF VALUE TRANSFERRED OR RECEIVED IN BREACH OF ETHICAL STANDARDS

1. General Provisions. The value of anything being transferred or received in breach of the ethical standards of this policy by a City employee or non-employee may be recovered from both the City employee and non-employee.
2. Recovery of Kickbacks by the City of Clermont. Upon a showing that a subcontractor made a kickback to prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, that amount may also be recovered from the subcontractor making such a kickback. Recovery from one offending party shall not preclude recovery from other offending parties.

Section 9 FEDERAL POLICY NOTICE

Section 9.1 PATENTS

If a contract involving research and development, experimental, or demonstration work is being funded in whole or in part by assistance from a federal agency, then the contract shall include the following provisions:

1. Notice to Contractor. The contract shall give notice to the contractor of the applicable grantor agency requirements and regulations concerning reporting of, and rights to, any discovery or inventions arising out of the contract.
2. Notice by Contractor. The contract shall require the contractor to include a similar provision in all subcontracts involving research and development, experimental, or demonstration work.

Section 9.2 NOTICE OF FEDERAL PUBLIC POLICY REQUIREMENTS

1. Applicability. If the contract is being funded in whole or in part by assistance from any federal agency, the contract is subject to one or more federal public policy requirements such as:

- (1) equal employment opportunity;
 - (2) Copeland “anti-kickback” Act;
 - (3) Davis Bacon Act;
 - (4) Contract Work Hours and Safety Act;
 - (5) Americans with Disabilities Act; and
 - (6) Other requirements set forth in any contract.
2. Notice. The Purchasing Director shall include in the contract all appropriate provisions giving the contractor notice of these requirements. Where applicable, the Purchasing Director shall include in the contract provisions the requirement that the contractor give similar notice to all of its subcontractors.

Section 10 PAYMENT TO VENDORS

All payment to vendors shall also in accordance with the amended “Prompt Payment Act”, Chapter 89-297, Florida Statutes.

Section 11 MINORITY BUSINESS ENTERPRISE PARTICIPATION PROGRAM

1. Purpose and Scope. The purpose of the Minority Business Enterprise Program is to enhance the participation of qualified minority and women-owned businesses in providing goods and services and construction contracts required by the City Council. This program describes procedures to accomplish this purpose and to monitor and evaluate progress. All Department and Divisions under the jurisdiction of the City Council are responsible for implementing this program.
2. Policy Statement.
 - (1) It is the policy goal of the City that two percent (2%) of the Council approved procurement as contained with both operating and capital improvement budgets (exclusive of in-house services and construction) shall be identified and let through the competitive bid process to minority and women businesses and persons. The program is based on an in-depth evaluation of all actual as well as projected procurement (Capital Improvement Projects, equipment, commodities and services) and on the market place. Procurement identified to establish a base for this program are not limited to those items only. This evaluation is the main factor in building a realistic program with attainable targets.
 - (2) All departments and divisions under the jurisdiction of the City Council are responsible for implementing this program and for making every reasonable effort to utilize MBEs and WBE’s when opportunities are available. The Purchasing Officer will take the lead role in this process by taking active steps to encourage minority or women owned businesses.

- (3) Regarding the implementation of this policy, it is the Council's intent to foster economic development in the City's area by establishing its MBE goals based on availability of minority and women-owned businesses located within the City. This is no way intended to limit or restrict competition. Rather, availability of area companies will be used to guide MBE goals. Such geographical preferences may be adjusted, amended or repealed by the City Council, with or without a public hearing, as deemed necessary.
3. Definition. Minority Business Enterprise (MBE) as used herein, means a business that is owned and controlled at least 51% by one or more minority persons (MBE) or by one or more women (WBE) and whose management and daily operations are controlled by one or more such persons.
4. Administrative Responsibilities. The Purchasing Officer is responsible for the coordination of the Minority Business Enterprise Program and registration.
- (1) Capital Improvement Projects
- (a) REVIEW
The Purchasing Officer and an appropriate department representative shall review each proposed project or bid to determine potential for utilization of MBE/WBEs and report their finds to the City Council. This review is based on known availability of capable MBE/WBEs in the area in relation to the scope of the bid package and considers how a project might be broken down into sub-bids.
- (b) PRE-BID ACTIVITY
- (1) Language regarding the Minority Business Enterprise Program will be inserted into bid specifications to assure that prospective bidders are aware of a requirement to make good faith efforts to utilize MBE/WBEs.
- (2) Registered MBE/WBEs, the Minority Contractors Association and other organizations for minority and women owned businesses will be notified in writing regarding pre-bid conferences where information on project scope and specifications will be presented, along with other types of technical assistance.
- (3) Upon request available plans and specification will be provided to MBE/WBE associations along with any special instructions on how to pursue bids.
- (4) Majority (prime) contractors on a bid list will be sent a letter outlining the Minority Business Enterprise Program procedures, the supportive documentation required for submittal with their bid, and a list of

	MBE/WBE contractors on the bid list.
attempts	(5) Prior to award the Prime Contractor must provide documentation on
project	to solicit participation from MBE/WBE firms.
responsibilities	(6) The Prime Contractor attempts to utilize MBE/WBE firms during the
	must be documented as part of the Prime's contract award
	under this program. Documentation to include but not limited to requests
	for
	bids, bids received and justification for not utilizing MBE/WBE firms
	when
	bid amounts received are comparable.
contract	Failure to keep these commitments will be deemed noncompliance with the
	and may result in a breach of contract.
	(2) <u>Contractor Responsibilities</u>
particular	(a) Contractors must indicate all MBE/WBEs, contacted for quotes regarding a
containing	scope of work and submit a completed "Intent to Perform" sheet
	information and documentation obtained from each MBE/WBEs.
to	(b) A contractor who determines that a MBE/WBEs, names in the bid submittal, is
	unavailable or cannot perform, will request approval from the Purchasing Officer
	name an acceptable alternate. Such requests will be approved when adequate
	documentation of cause for the change is presented by the contractor.
commercially	(c) A contractor's MBE/WBE plan will utilize MBE/WBEs to perform
useful	useful functions in the work bid. A MBE/WBE is performing a commercially
	function when it is responsible for the management and performance of a distinct
	element of the total work.
participation	(d) Contractors are required to make good faith efforts to obtain MBE/WBE
are	when so stipulated by bid specifications and/or contracts. If these efforts
participate and	unsuccessful, the contractor will submit a non-availability or refusal to
	will request waiver of MBE/WBE participation.
conferences	(e) The contractor who is the successful bidder will attend pre-construction
	with appropriate City representatives to review the project scope and the
	MBE/WBE utilization plan.

- (f) The contractor who is the successful bidder must request a change order for any modification to the MBE/WBE plan. Change orders require Council approval and are contingent on contractor documentation of MBE/WBE involvement in the change requested and documentation of cause for these changes.

5. Joint Venture Responsibilities

Definition of Joint Venture - A business arrangement in which two or more parties agree to pool their resources for the purpose of accomplishing a specific task. All parties agree to share in the profit and losses of the enterprise.

- (1) All joint ventures between minority and non-minority contractors must meet the “joint venture” definition included in the policy.
- (2) The use by MBE/WBEs or prime contractors of “minority fronts” or other fraudulent practices which subvert the true meaning and spirit of the Minority Business Enterprise Program, will not be tolerated and may result in termination of participation.
- (3) A joint venture consisting of minority and non-minority business enterprise will be credited with MBE/WBE participation on the basis of the percentages of the dollar amount of the work to be performed by the MBE/WBEs.
- (4) Contracts subject to this policy shall contain provisions stating that liquidated damages may be assessed against the general contractor and/or the MBE/WBE specifications in the contract(s). Such liquidated damage provisions shall be in a form approved by the Council.

6. Fulfilling MBE/WBE Participation Requirements

For the purpose of this policy, a general contractor may utilize the services of a MBE/WBE subcontractor, manufacturer, and/or supplier in estimating and satisfying the scope of work, provided that written contract/agreement is executed between the general contractor and the subcontractor, manufacturer, and/or the supplier.

7. Payment

- (1) Payment will be expedited by the City Council within thirty (30) days upon completion and acceptance of the project. Special consideration may be given to hardship cases upon notification by MBEs/WBEs.
- (2) The City will provide work progress payments to all business at the completion and subsequent acceptance by Council representatives within various stages of a particular project.

8. Bid List

A bid list for the purpose of bid solicitations shall be maintained by the City. The list shall consist of firms that apply.

- (1) The Council may remove firms from the bid list for the following reasons:
- (a) failure to perform according to contract provisions;
 - (b) conviction in a court of law of any criminal offense in connection with the conduct of business.
 - (c) clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals or the awarding of contracts.
 - (d) clear and convincing evidence that a vendor has attempted to give a Council employee, officer or agent a gratuity of any kind for the purpose of influencing recommendation or decision in connection with any part of the City Council purchasing activity;
 - (e) violation of circumvention of the Minority Business Enterprise Program; or
 - (f) other reasons deemed appropriate by the City Council
- (2) This policy is consistent with the City's Purchasing Policy. Wherever conflicts may exist, the provision in this Purchasing Policy will prevail.

9. Reporting.

The Purchasing Officer or appropriate person will report, at least annually, to the Council on the Status of the Minority Business Enterprise Program. Records will be maintained reflecting participation of local minority and women owned businesses and shall be reported.

10. Severability Clause.

Each separate provision of this program is deemed independent of all other provisions herein so that if any provision or provisions be declared invalid, all other provisions hereof shall remain valid and full force and effect.

DULY PASSED AND ADOPTED by the City Council of the City of Clermont, Florida at a regular meeting on this _____ day of _____, 2018.

Clermont City Council

ATTESTED:

THE CITY OF CLERMONT, FLORIDA
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CITIZENS PARTICIPATION PLAN

In keeping with the provisions of the Housing and Community Development Act of 1974 as amended, 24 CFR 570.431 and Department of Economic Opportunity (DEO) Rule 73C-23, the City of Clermont, Florida hereby establishes a Citizen Participation Plan.

I. OVERALL GOAL

The purpose of this plan is to provide the citizens of the City of Clermont with an adequate opportunity for meaningful involvement on a continuing basis and for participation in the planning, development, implementation, and assessment of the City of Clermont's Community Development Block Grant Program.

II. OBJECTIVES

- A. To increase interchange of information between CDBG Staff and the local citizens concerning community development and related concerns.
- B. To heighten public awareness as to the purpose and function of the CDBG Program and the types of assistance available, especially among low/moderate income residents of CDBG target areas.
- C. To increase community participation in program planning and implementation and thereby create local support for CDBG goals.
- D. To allow affected or potentially affected citizens to directly assist in shaping and guiding the program's impact upon their neighborhood as well as the community at large.

III. CONSISTENCY

This Citizen Participation Plan is consistent with the requirements Section 508 of the Housing and Community Development Act of 1987 which amends Section 104(a) of the Housing and Community Development Act of 1974, 24 CFR 570.4312 and DEO Rule 73C-23. This Plan supersedes all other Citizen Participation Plans utilized by the City of Clermont, Florida. This Plan sets forth the procedures for Citizen Participation that shall be utilized during each stage of the Community Development Block Grant process and upon its adoption by the City of Clermont City Council shall remain in effect until otherwise amended.

IV. OVERVIEW

- A. Citizen participation is a vital element in the preparation of a method by which community involvement will be solicited and maintained throughout the entire Community Development Block Grant process. The City of Clermont, Florida shall strive to ensure such participation by utilizing the public hearing process and by appointing a Citizens Advisory Committee.
- B. It shall be the policy of the City of Clermont that the effectiveness of citizen participation in the planning, development, implementation, and assessment

of the Community Development Block Grant process be analyzed during the public hearings and other called meetings and amendments to the Plan made when necessary.

V. CITIZEN PARTICIPATION TECHNICAL REQUIREMENTS

Since the purpose of this plan is to provide the citizens of the City of Clermont, Florida with an adequate opportunity for meaningful involvement in the planning, implementation, and evaluation of the City's Community Development Block Grant process, it shall be the City's policy to solicit, and respond in a timely manner to, the views and proposals of all citizens, particularly low and moderate income persons, members of minority groups, and residents of blighted areas where the potential exists for the undertaking of CDBG eligible activities. Upon adoption of this Plan, the following technical requirements shall govern this process:

A. Public Hearings

1. To ensure adequate notice of public hearings, all notices shall be printed in the non-legal section of the (local newspaper) no less than five (5) days and no more than twenty (20) days prior to each public hearing held at any stage of the Community Development Block Grant process.
2. When deemed appropriate, the City may also post notices of such hearings in not less than two public places. The posting of notices may only supplement publication of public hearing notices. A news article located in a conspicuous place in the newspaper may be considered as sufficient printed notice to fulfill this requirement. The City may also utilize additional means (personal contact, radio, etc.) to the maximum extent possible to reach target groups identified above when this is necessary. A minimum of two public hearings will be held before the City of Clermont City Council to provide the greatest access for citizen participation in developing CDBG applications.
3. Because of the size of the City, and the centrality of the City Hall, this requirement will generally be satisfied by holding the hearings at the City of Clermont City Hall.
4. If it determined, the City of Clermont has a known concentration of non-English speaking residents; the services of a translator will be obtained in the event a significant number of residents of a target area do not speak English and request such services. Notices shall include information concerning the handicapped.

A. Citizens Advisory Task Force

1. The City shall establish a Citizens Advisory Task Force for all CDBG projects other than economic development projects, which shall consist of no less than five (5), not more than seven (7) members

appointed by the City of Clermont City Council in a manner, which will ensure substantial representation of low and moderate income persons and minorities. Committee members shall serve two (2) year terms.

2. The Citizens Advisory Task Force shall serve as a focal point or liaison between the City and its constituents in regard to CDBG project development and implementation. The Committee shall have the following duties and responsibilities:
 - a. Disseminate information concerning eligible activities, proposed projects, and the status of current projects.
 - b. Coordinate various groups which choose to participate in the implementation of community development activities.
 - c. Review written comments assessing the implementation of the CDBG program.
 - d. Monitor the overall implementation of the CDBG program and review program status with administrative personnel on a quarterly basis or more frequently if deemed necessary.
 - e. Monitor the overall implementation of the CDBG program and review program status with administrative personnel on a quarterly basis or more frequently if deemed necessary.
 - f. Monitor the citizen participation process and propose such amendments as may be necessary to this Participation Plan.
3. The Citizen Advisory Task Force shall be a tool through which program progress can be analyzed and proposed amendments discussed, if applicable.

C. Access to Records

1. The City of Clermont shall maintain a complete project file on its Community Development Block Grant program(s) which shall be available for public inspection during regular office hours in the City Clerk's office. This file shall include but not be limited to the following:
 - a. Citizens Participation Plan
 - b. Community Development Plan
 - c. Community Development Block Grant Application
 - d. Program Amendments
 - e. Environmental Review Record
 - f. Financial Status
 - g. Fair Housing Ordinance

- h. Equal Opportunity Requirements
- i. Policies and Procedures Governing Beneficiary Eligibility
- j. Performance Assessment Report
- k. Written Comments and City's Response

- 2. Generally, the project file is available for review by any citizen or group; however, in no case will disclosure be made of any program participant's financial status.

D. Technical Assistance

The program staff shall provide technical assistance to citizens' committees and groups and interested persons in the citizen participation process. This technical assistance shall focus on increasing public access to participating in the Community Development Block Grant decision making process through the Citizens Advisory Committee, and ensuring that this participation is meaningful. Technical assistance will also be utilized to foster an understanding of program requirements; i.e., equal opportunity, relocation, environmental policies, beneficiary eligibility, etc.

E. Grievances

- 1. All grievances regarding individual decisions made as a part of the implementation of the Community Development Block Grant program shall be submitted, in writing to the Program Administrator. If a person feels that his/her complaint has not been sufficiently addressed by the Program Administrator's response, an appeal may be made to the Citizens Advisory Task Force.
- 2. If a response satisfactorily to the aggrieved is not issued by the Committee, an appeal may be made to the City of Clermont City Council. At any point, the aggrieved may register a written complaint with the Florida Department of Economic Opportunity, 107 East Madison Street, MSC-400 Tallahassee, Florida 32399-6508. All written complaints registered at the local level shall have a written response from the Administrator, Committee, or the City Council within fifteen (15) days of the lodging of said complaint. A file of all grievances and responses shall be maintained and available for public inspection. In the event the aggrieved has exhausted all appeals without a decision satisfactory to himself/herself, he/she may pursue other legal channels in an attempt to achieve satisfaction.

F. Amendment

The amendment of this Plan shall follow all citizen participation requirements delineated in the Section Post Approval Requirements and applicable technical provisions. Such amendments shall require adoption by the City of Clermont City Council prior to becoming effective.

G. Authority

No part of this participation Plan shall be construed to restrict the responsibility and authority of the elected officials of the City of Clermont, Florida, in the development and implementation of any Community Development Block Grant program. Rather it is a vehicle through which the elected officials of the City of Clermont can assure citizen input prior to their decision making process.

CITIZEN PARTICIPATION IN EACH STAGE OF THE CDBG PROGRAM

I. APPLICATION STAGE

The objective of citizen participation at this stage is to provide meaningful community-wide citizen input into the decision making process during the consideration of priorities and of options associated with the development and submission of the application. The following requirements will be met during the application stage and certified to in the body of the application:

A. Review of the Citizen Participation Plan

B. Presentation of the City's Community Development Plan.

Title I of the Housing and Community Development Act of 1974, as revised, has as its primary objective, the development of viable urban communities by providing decent housing, suitable living environment, and expanding economic opportunities, principally for persons of low and moderate incomes. Consistent with these objectives, the City of Clermont will develop a Community Development Plan that identifies the community development and housing needs and specifies both short and long term community development objectives to meet the established needs.

C. Public Hearings

A minimum of two (2) public hearings will be held before the City of Clermont City Council during this stage. The purpose of the first public hearing is to assess community needs and problems in an effort to determine the most pressing needs of the community and to solicit citizen input as to the ranking of said needs. The purpose of the second hearing is to present for public comment and review the program of activities that the City has selected for the application as best suited to meet these needs. The City may determine that more than two (2) public hearings during the application stage are desirable and thus hold extra hearings. All such hearings shall be governed by the requirements as set forth herein. The following information will be presented to the public at each public hearing during this stage:

1. The range of activities that may be undertaken with CDBG funds, the kinds of activities previously funded; if any, and the progress made with respect to those activities.
2. An overview of the CDBG program to include analysis of DEO rating process and discussion of applicable grant ceilings.
3. Discussion of the competitive nature of the CDBG process and the likelihood that more applications will be submitted to DEO than can be funded.
4. The process to be followed in soliciting and responding to the views and proposals of citizens in a timely manner.
5. Discussion of the role of the Citizen Advisory Task Force.

II. POST APPROVAL STAGE

- A. The City shall assure continuing citizen participation throughout the life of the Community Development Block Grant program, particularly when considering amendments to the program. The City shall conduct at least one (1) public hearing, in accordance with the requirements of such hearings, during the grant amendment process.
- B. The involvement of citizens in the amendment process is felt to be essential. To ensure adequate citizen participation during the conduct of the program, the following requirements for amendments will be met:
 1. A minimum of one (1) public hearing will be held prior to the submission of any amendment that involves the reduction of beneficiaries and require formal approval by DEO according to the provisions of this Plan.
 2. Citizens will be involved in amendments not requiring formal DEO approval, budget revisions, and local changes in the CDBG Program. Such changes will be presented for review to the Citizen's Advisory Committee in a meeting of such Committee which shall be open to the public.
 3. The City shall attempt to involve citizens residing in the target area(s) affected by any amendment or revision in the development of such amendment or revision. This shall be accomplished through the dissemination of information on such program changes to the affected residents.

III. ASSESSMENT OF PERFORMANCE

Citizens of the City of Clermont will be provided opportunities to comment on the implementation of the City's CDBG program and to assess the performance of the

City in meeting its community development goals and objectives. Continual community assessment of the effectiveness of the program is considered essential to the success of a CDBG program. In order to ensure this involvement, the City will utilize the following approaches:

- A. The Citizen Advisory Task Force, established in accordance with this Plan, will function as the focal point of the evaluation and assessment process. This group will continually provide the City and its staff with feedback on the effectiveness of the program and suggest changes, if applicable.
- B. The public hearing process will be used to ensure community-wide participation in the evaluation of the program.
- C. Written comments on the program will be received at any time during the life of the program. All written comments will be presented to the Citizen Advisory Task Force for their review and responses by the appropriate party within fifteen (15) days.

IV. CITIZEN COMMENT TO DEO

Persons may comment to DEO at any time concerning the City of Clermont's failure to comply with the citizen participation requirements as set forth in this Plan.

DULY PASSED AND ADOPTED by the City Council of the City of Clermont, Florida at a regular meeting on this ____ day of _____, 2018.

Clermont City Council

ATTESTED:



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date			
Tuesday, November 13, 2018			
Agenda Item Name			
Resolution No. 2018-52R			
Requested Action			
Recommend approval.			
Staff Report			
The City has submitted an application for a community development block grant (CDBG) to the Department of Economic Opportunity. Certain policies are required to be adopted in order to qualify for the grant. These policies have been previously adopted by the City, however; the following policy required a few minor updates.			
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.	Resolution No. 2018-52R	Resolution No. 2018-52R.doc	



CITY OF CLERMONT
RESOLUTION NO. 2018-52R

**A RESOLUTION OF THE CITY OF CLERMONT, FLORIDA,
ADOPTING THE COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAM'S COMPLAINT AND GRIEVANCE PROCEDURES AND
PROVIDING FOR AN EFFECTIVE DATE**

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Clermont, Lake County Florida, the City shall implement the following complaint and grievance procedures:

SECTION 1.

1. All complaints and or grievances, including those involving the handicapped, shall be submitted in writing to the Community Development Administrator.
2. If remedy is not provided, then the complaint or grievance shall elevate to the Citizens Advisory Task Force (CATF).
3. If remedy is not provided, the complaint or grievance shall elevate to the City of Clermont City Council.
4. It shall be the policy of this locality to respond within fifteen (15) working days to all written complaints. It shall further be the policy of this locality to resolve complaints and grievances in a timely manner.
5. Nothing in the policy or procedure is intended to keep anyone aggrieved from appealing decisions to the Florida Department of Economic Opportunity if proper resolution is not received.

SECTION 2.

This Resolution shall take effect immediately upon its passage.



CITY OF CLERMONT
RESOLUTION NO. 2018-52R

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida this 13th day of November, 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, November 13, 2018			
Agenda Item Name			
Resolution No. 2018-53R			
Requested Action			
Recommend approval.			
Staff Report			
The City has submitted an application for a community development block grant (CDBG) to the Department of Economic Opportunity. Certain policies are required to be adopted in order to qualify for the grant. These policies have been previously adopted by the City, however; the following policy required a few minor updates.			
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.	Resolution No. 2018-53R	2018-53R - Non-Violent Civil Rights.doc	



CITY OF CLERMONT
RESOLUTION NO. 2018-53R

**A RESOLUTION OF THE CITY OF CLERMONT, FLORIDA,
ADOPTING A POLICY FOR THE PROTECTION OF INDIVIDUALS
ENGAGING IN NON-VIOLENT CIVIL RIGHTS DEMONSTRATIONS;
REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, 42 United States Code 5304(a)(1)(1), enacted as Section 104 of the Housing and Community Development Act of 1974, requires subrecipients of federal funds to adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations;

WHEREAS, 42 United States Code 5304(a)(1)(2), enacted as Section 104 of the Housing and Community Development Act of 1974, requires subrecipients of federal funds to adopt and enforce a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstration within its jurisdiction;

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

SECTION 1.

It is the policy of the City of Clermont to prohibit the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations.

SECTION 2.

It is the policy of the City of Clermont to enforce applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstration within its jurisdiction with due and proper consideration given to the extent and limits of the City's power and authority to do so.

SECTION 3.

All other resolutions and policies or sections of resolutions and policies of the City of Clermont in conflict with the provisions of this Resolution are hereby repealed to the extent of such conflict.

SECTION 4.

If any section, paragraph, sentence, or clause hereof or any provision of this Resolution is declared to be invalid or unconstitutional, the remaining provisions of this Resolution shall be unaffected thereby and shall remain in full force and effect.

SECTION 5.



CITY OF CLERMONT
RESOLUTION NO. 2018-53R

This Resolution shall take effect immediately upon its passage.



CITY OF CLERMONT
RESOLUTION NO. 2018-53R

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida this 13th day of November, 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, November 13, 2018		
Agenda Item Name		
Ordinance No. 2018-38 <i>Final</i>		
Requested Action		
Request approval of Ordinance No. 2018-38		
Staff Report		
Ordinance No. 2018-38 is requested to amend the police officers retirement employee contribution amounts. Per the police officers collective bargaining agreement approved by the city council on October 23rd, the employee pension contribution will increase from 3% of pay to 4% of pay, effective in the pay period beginning October 29, 2018. The agreement also provides for the employee contribution to increase from 4% of pay to 5% of pay, effective in the pay period beginning September 30, 2019.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Legal Ad	Legal Ad.pdf	
2. 2018-38 - Police Officer Pension Plan	2018-38 - Police Officer Pension Plan.pdf	

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, November 13, 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
October 30, 2018



CITY OF CLERMONT
ORDINANCE NO. 2018-38

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. EMPLOYEE CONTRIBUTIONS

Members of the Plan shall be required to make regular contributions to the Fund in the amount of ~~three~~ four percent ~~(3%)~~ (4%) of their salary on a pre-tax basis effective in the pay period beginning October 29, 2018. Effective in the pay period beginning September 30, 2019, members of the Plan shall be required to make regular contributions to the fund in the amount of five percent (5%) of their salary on a pre-tax basis.

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. 2018-38

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 13th day of November, 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, November 13, 2018			
Agenda Item Name			
Code Enforcement Lien			
Requested Action			
Staff Report			
This request is for the foreclosure of a code enforcement lien at 970 W. Juniata St. The property is owned by Michelle Peters and Grady Taylor and is currently in compliance. The lien amount \$139,250.			
Additional Analysis			
Fiscal Impact Summary			
Fiscal Impact	Fund Number and Description	Available Budget Amount	
Exhibits Attached (copies of original agreements)			
1. Foreclose	Foreclose.pdf		



de Beaubien · Simmons · Knight · Mantzaris · Neal

EST. 1976

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Writer's e-Mail: dmantzaris@dsklawgroup.com

MEMORANDUM

TO : Darren Gray, City Manager

FROM : Daniel F. Mantzaris, City Attorney

DATE : October 23, 2018

RE : Request to Foreclose on Code Enforcement Lien
Property: 970 W. Juniata Street
Respondents: Michelle Peters and Grady Taylor
Amount of Lien: \$139,250
Property in Compliance

For consideration and approval by the City Council at its November 13, 2018 meeting, is staff's request to foreclose on the above-referenced code enforcement liens. As you may recall, this matter was on the council agenda for at least two prior meetings as respondent Michelle Peters had contacted staff and advised she wished to request a reduction of the outstanding lien. Although notified of those meetings, Ms. Peters failed to appear and therefore the City Council did not address the lien. As the property is in compliance with City codes and the lien remains unpaid, the matter is being brought back for the final step in the code enforcement process. The final step is to enforce the lien by foreclosing on the above-referenced real property.

As required by Chapter 162, Florida Statutes, at a March 20, 2018 meeting, the Code Enforcement Special Magistrate authorized foreclosure of the lien in this matter. To proceed, it is necessary that the City Council approve the starting of the process and authorize foreclosure. As you are aware, there are many factors that have to be considered once the Council acts and before a foreclosure action can be filed. Most particularly, we will need to determine if the property is homestead and if there is an existing mortgage on the property. If the property is homestead then the City can not foreclose on the lien and the lien will remain in place until the property is sold. If there is a recorded mortgage or mortgages on the property, then the City will need to determine that amount of the priority liens as any foreclosure action by the City to enforce its lien will be subordinate to those liens, meaning the City will be responsible for that

Memorandum to Darren Gray, City Manager
October 23, 2018
Page 2

debt. If we are authorized to proceed we will complete a title search on the property and discuss with you further prior to proceeding.

With regard to the particulars of this matter, the case involved several minimum housing code violations with regard to the condition of the property, including electrical, roofing and plumbing code violations. The matter was presented to the Code Enforcement Board on 9/15/2015 and the Board issued an order requiring timely compliance or the accrual of a fine in the amount of \$250 per day. The Respondent failed to correct the violations and the case was brought before the Special Magistrate in March 2017 as a Repeat Violation. The violations were eventually fully corrected as observed by the Code Enforcement Officer on March 27, 2017, with the fine having accrued to \$139,250. It is significant to note that the subject property is a duplex that the Respondents leased.

As indicated the above-referenced lien has been in place and unpaid for a long time. It is for this reason that staff requested authorization to foreclose from the Special Magistrate in an effort to close the matter. We are now requesting that the City Council authorize our office to investigate and proceed with foreclosure on the lien at your direction. Note, we have provided Respondent Peters with notice of possible action by the City Council and expect that she will be present on November 13, 2018 to seek a reduction of the outstanding lien.

If you have any questions, or wish to discuss this matter further, please do not hesitate to contact me.

cc: Curt Henschel



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, November 13, 2018	
Agenda Item Name	
Road Name Change	
Requested Action	
Recommend approval.	
Staff Report	
The agenda item is to consider the request of citizen, Mr. Tim Murray, to change the current street name Bloxam Avenue to Dr. Martin Luther King, Jr. Blvd. The street name change would apply to all properties located along Bloxam Avenue from Hooks Street to Division Street within the City of Clermont. Background and Analysis: The request by Mr. Murray was discussed during a City Council Workshop on October 18, 2018. At the direction of City Council the item was placed onto a Public Hearing agenda. Since the October 18, 2018 Workshop, all private, commercial and Lake County School Board property affected by the street name change has been notified by the City of Clermont. Staff has been unable to determine the purpose or significance of the street name Bloxam Ave. The street name does not appear to be named after a specific person of interest. The requestor, Mr. Murray believes Bloxam Avenue is the most significant street to rename secondary to its significance geographically and symbolism running through the historically African American neighborhood, Lincoln Park. Mr. Murray cites the renaming to be a uniquely appropriate way to honor King, unite diverse neighborhoods and promote togetherness, which King was known for. Within Lake County the cities of Leesburg and Eustis have recognized streets as Dr. Martin Luther King, Jr. Blvd. Most recently, on January 16, 2018, the City of Eustis provided an honorary name recognition along Orange Ave, as Dr. Martin Luther King, Jr. Blvd. The City does not have a street-renaming policy. However, staff has met with the requestor in addition to affected internal departments. Staff has street re-naming plan to address the coordination and communication associated with the street re-naming. The communication and coordination plan addresses all aspects of Emergency Management, notifications, Public Works, Sanitation and Lake County. The United States Postal Service will continue to forward any and all mail addressed as Bloxam Avenue to those properties under a new street name Dr. Martin Luther King, Jr. Blvd in perpetuity. Staff understands the requestor, Mr. Murray envisions unveiling the street re-naming during the upcoming January 2019 Dr. Martin Luther King, Jr. holiday and celebration. Staff supports the unveiling of street signs and re-naming,	

though staff believes a period of six (6) to twelve (12) months may be required for complete implementation of the street signs in permanence.

Additional Analysis	
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Fiscal Impact Summary	
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Illuminated sign on State Road 50 estimated cost of \$6,800.00
Arm Font for sign on State Road 50 estimated cost of \$1,2000.00
City street signs \$180.00 per intersection, estimated 30 signs, for a total of \$5,400.00
Estimated total fiscal impact in signage is \$13,400.00.

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)	
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CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, November 13, 2018	
Agenda Item Name	
Ordinance No. 2018-37 <i>Introduction</i> <i>Waterfront Rezoning</i>	
Requested Action	
Recommend introduction of Ordinance 2018-37.	
Staff Report	
This rezoning request is an administrative request for City owned property that extends west from Second Street to Eight Street and runs along Lake Minneola. The property is currently used as the South Lake Trail, Splash Pad, Highlander Building, Waterfront Pavilion, and associated parking areas. This area is approximately 30 +/- acres in size and includes Sparking Water Lake.  The property is currently zoned R-2 Medium Density Residential and R-3 Residential/Professional. The City is undergoing an effort to have the City parks and recreational areas designated with the PR Parks and Recreation zoning designation. The Land Development Code allows the City the ability to conduct activities in any zoning district, however; most people only look at the zoning map and not the zoning code. This zoning designation is the most appropriate for the use of the property and if approved, will be reflected on the zoning map. 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 South Lake Trail, Splash Pad, Highlander Building, Waterfront Pavilion, and associated parking areas would be permitted uses in this zoning designation. Therefore, staff recommends	

approval of the rezoning request from R-2 Medium Density Residential and R-3 Residential/Professional to PR Parks and Recreation zoning district.

Additional Analysis

Fiscal Impact Summary

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

- | | | |
|----|-------------------------------------|--------------------------------------|
| 1. | 2018-37 Ordinance 8th to 2nd Street | 2018-37 8th to 2nd REZ.doc |
| 2. | 8th to 2nd Maps | 8th to 2nd Maps.pdf |
| 3. | 8th to 2nd street Legal Ad Proof | 8th to 2nd street Legal Ad Proof.pdf |



CITY OF CLERMONT
ORDINANCE NO. 2018-37

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 West right of way line of 8th Street according to the Plat Official Map of the City of Clermont as recorded in Plat Book 8 Page 17, Public Records of Lake County, Florida and the Northerly extension of said right of way line to the waters of Lake Minneola. Bounded on the North by the waters of Lake Minneola. Bounded on the East by the centerline of 2nd Street according to the Plat Official Map of the City of Clermont as recorded in Plat Book 8 Page 17, Public Records of Lake County, Florida and the Northerly extension of said centerline to the waters of Lake Minneola. Bounded on the South by the South right of way line of A.C.L Railroad according to the Plat Official Map of the City of Clermont as recorded in Plat Book 8 Page 17, Public Records of Lake County, Florida.

A parcel of land known as Sparkling Water Lake according to the Plat Official Map of the City of Clermont as recorded in Plat Book 8 Page 17, Public Records of Lake County, Florida. Bounded and described as follows.

Bounded on the North by the South right of way line of A.C.L Railroad according to the Plat Official Map of the City of Clermont as recorded in Plat Book 8 Page 17, Public Records of Lake County, Florida. Bounded on the West by the East right of way line of 4th Street, bounded on the South by the North right of way line of Carrol Street and bounded on the East by the West right of way line of 3rd Street all according to the Plat Official Map of the City of Clermont as recorded in Plat Book 8 Page 17, Public Records of Lake County, Florida.

LOCATION

Waterfront Park area along the lakeshore of Lake Minneola,
Running east from 8th Street to 2nd Street



CITY OF CLERMONT
ORDINANCE NO. 2018-37

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 27th day of November, 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 - 8th to 2nd Street Rezoning

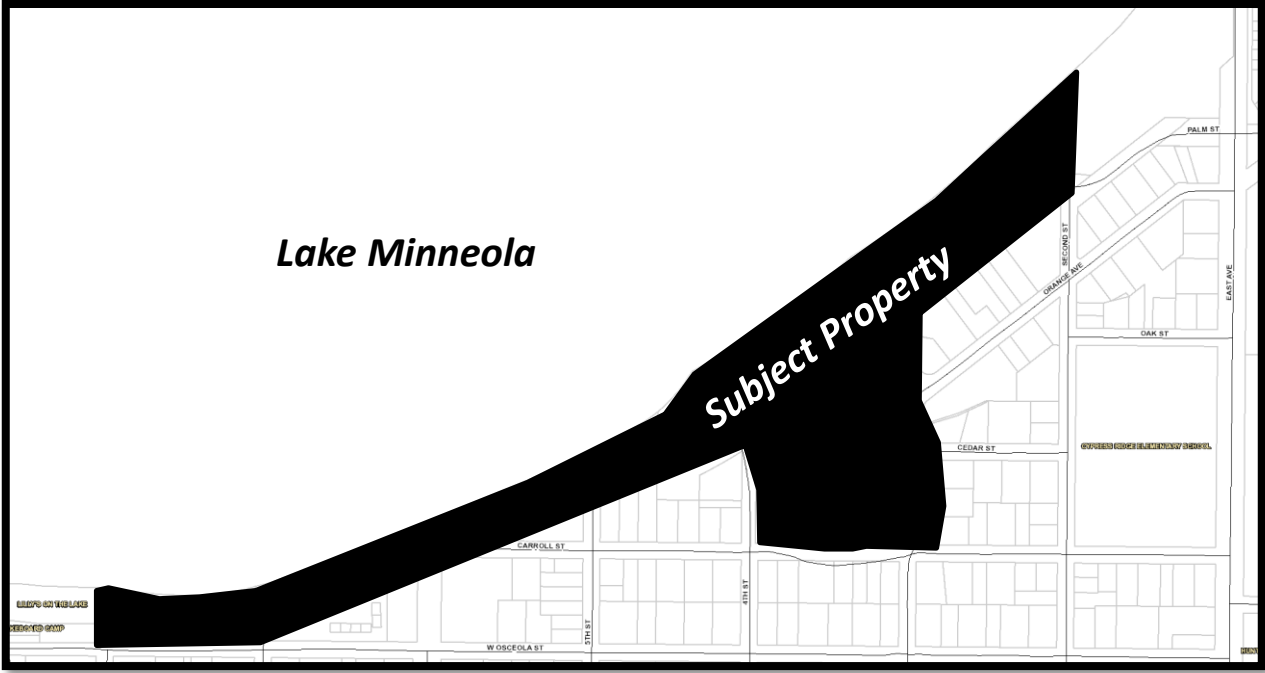
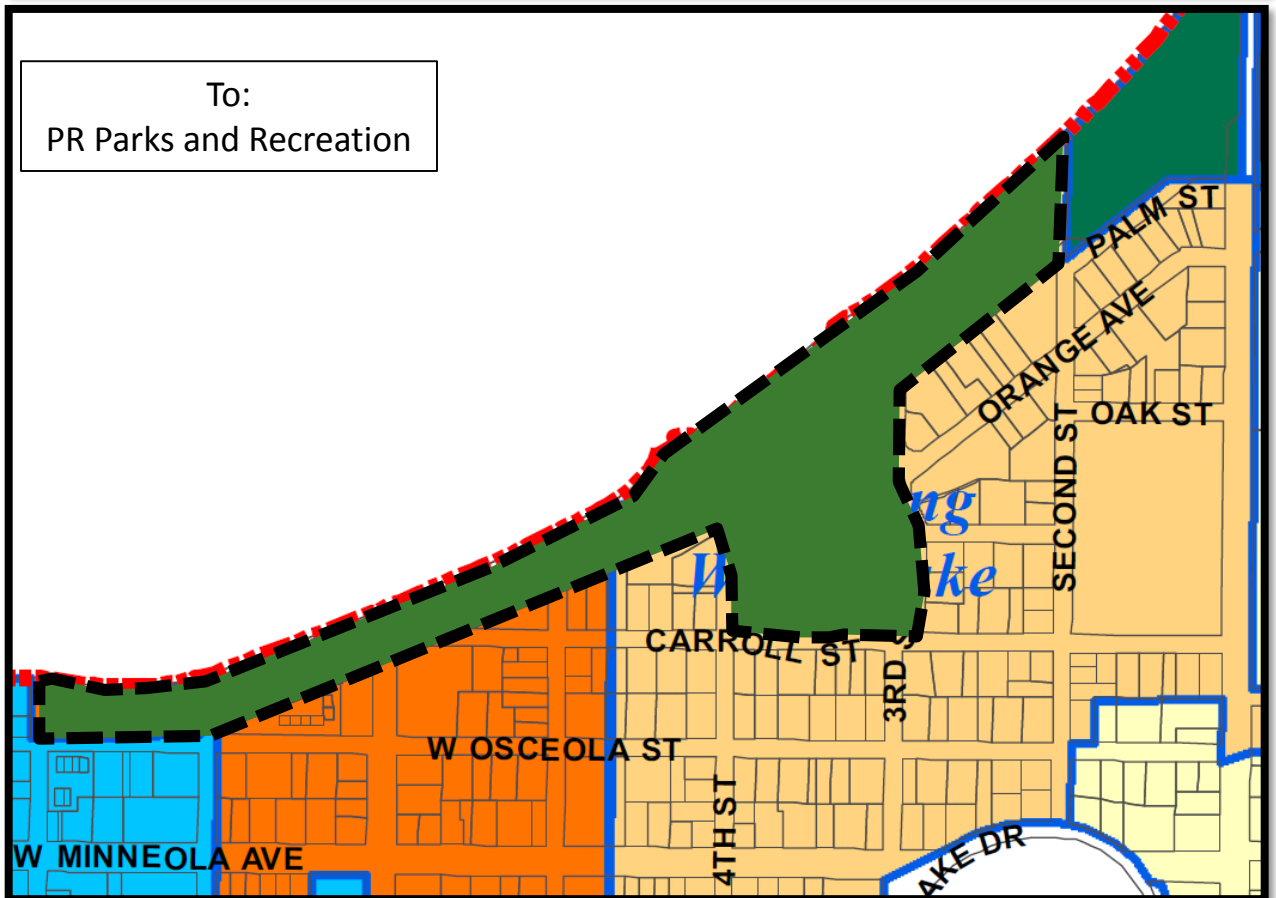
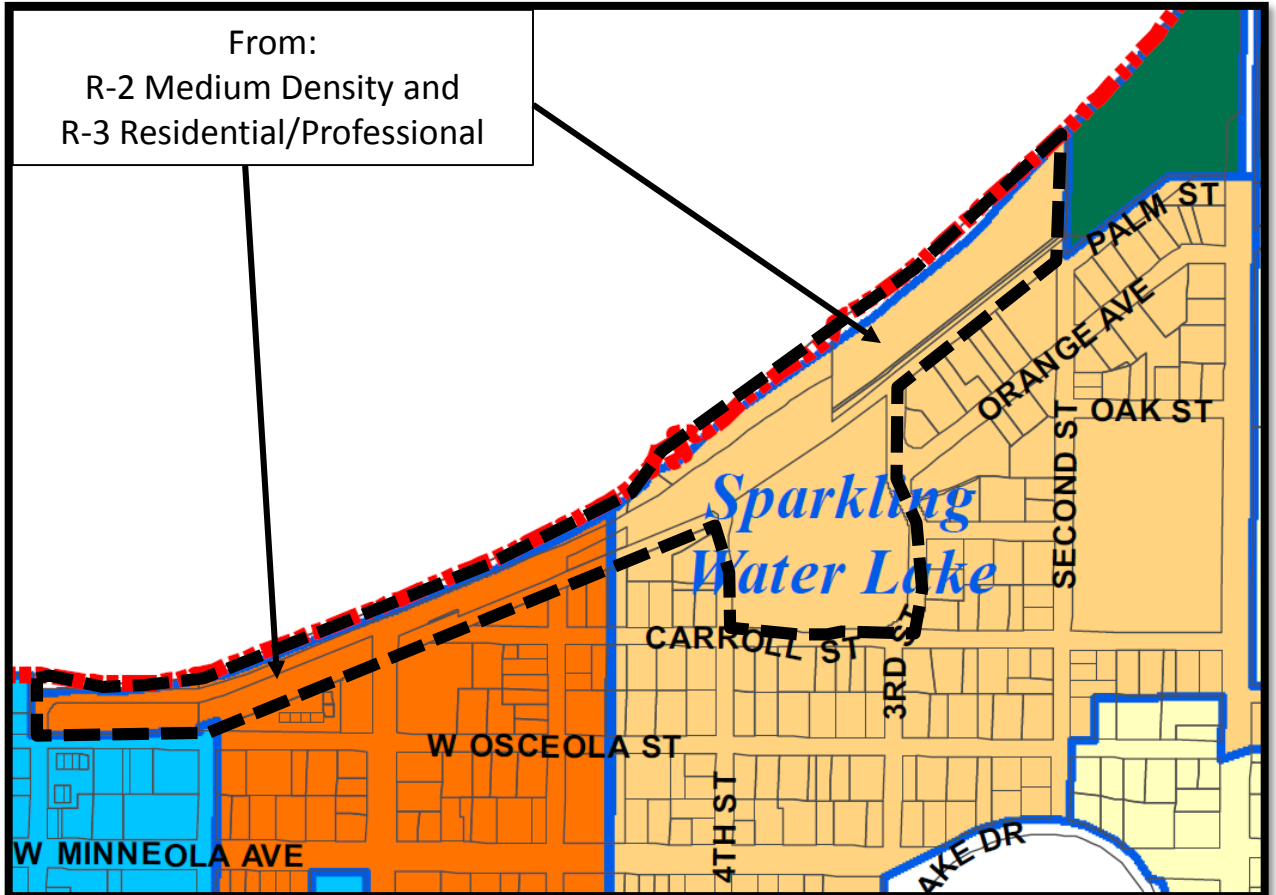


Exhibit - Zoning Map – 8th to 2nd Street Rezoning



Advertising Receipt

CITY OF CLERMONT
Denisha Durant
P.O. BOX 120219
CLERMONT, FL 34712

Account Number: 7101866
Order Number: 10081461
Phone: (352) 241-7331
Date: 10/12/18
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	10/30/2018	11/13/2018	\$373.32

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. 2018-37

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

Waterfront Park area along the lakeshore of Lake Minneola, Running east from Eight Street to 2nd Street

LEGAL DESCRIPTION

A parcel of land bounded and described as follows.

Bounded on the West by the West right of way line of 8th St. according to the Plat Official Map of the City of Clermont as recorded in Plat Book 8 Page 17, Public Records of Lake County, Florida and the Northerly extension of said right of way line to the waters of Lake Minneola. Bounded on the North by the waters of Lake Minneola. Bounded on the East by the centerline of 2nd St. according to the Plat Official Map of the City of Clermont as recorded in Plat Book 8 Page 17, Public Records of Lake County, Florida and the Northerly extension of said centerline to the waters of Lake Minneola. Bounded on the South by the South right of way

line of A.C.L Railroad according to the Plat Official Map of the City of Clermont as recorded in Plat Book 8 Page 17, Public Records of Lake County, Florida.

A parcel of land known as Sparkling Water Lake according to the Plat Official Map of the City of Clermont as recorded in Plat Book 8 Page 17, Public Records of Lake County, Florida. Bounded and described as follows.

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From: R-2 Medium Density Residential District & R-3 Residential Professional District
To: PR Parks and Recreation District

This request will be considered by the Planning & Zoning Commission on Tuesday, November 6, 2018 at 6:30 p.m. A public meeting to consider the request will be held before the City Council on Tuesday, November 27, 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: 10081461
October 30, 2018 &
November 13, 2018

Payment Info	
Ad Price	\$373.32
Tax	\$0.00
Sub Total	\$373.32
Prepaid Amount	\$0.00
Balance Due	\$373.32