



**CITY OF CLERMONT
COUNCIL MEETING AGENDA
6:30 PM, Tuesday, March 12, 2019**

Welcome to our Council meeting. In the interest of time efficiency and ensuring that everyone who wishes to address the Council is given the opportunity to do so, the following will apply to all comments made by the public. Each speaker will be permitted 3 minutes to address the Council. These time limits may be changed by the Mayor. Thank you for participating in your City Government.

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PROCLAMATION

Florida Bicycle Month

PRESENTATIONS

FY 2019 Quarterly Budget Presentation

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 February 26, 2019 Council Meeting minutes.

Item No. 2 - Surplus Request

Consider declaring end of life inventory as surplus from Police Department, Environmental Services Department, Human Resources Department, Information Technology Department and dispose of in accordance with the Purchasing Policy.

Item No. 3 - Bid Award

Consider approval of bid award to Derelle, Inc. to provide construction services for the Clermont gateway improvement project in the total budgeted amount of \$405,273.

Item No. 4 - Bid Award

Consider award to L7 Construction, Inc. for the East Side Water Reclamation Facility Expansion Filter Project in the budgeted amount of \$1,857,000.

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- | | |
|--|--|
| Item No. 5 - Contract Award | Consider request to piggyback the Seminole County contract with Konica Minolta Business Solutions U.S.A., Inc. to provide lease and purchase of multi-functional devices and management software services. |
| Item No. 6 - Boathouse Mitigation Bank Agreement | Consider agreement approval to buy mitigation credits for work proposed to install a small boat ramp at the boathouse in the budgeted amount of \$4,800. |
| Item No. 7 - Community Development Block Grant Agreement and Budget Amendment | Consider approval of the Florida Department of Economic Opportunity CDBG Agreement in the amount of \$750,000 and a budget amendment in the amount of \$1,384,400. |
| Item No. 8 - Investment Performance Monitoring and Advisory Services Agreement | Consider agreement with Burgess Chambers & Associates for an annual budgeted amount of \$10,000. |

UNFINISHED BUSINESS

- | | |
|--|--|
| Item No. 9 - Ordinance No. 2019-07 <i>Final</i>
<i>Fuqua Annexation Table to 3/26</i> | Consider voluntary annexation of 115 +/- acres located southwest of the Hartwood Marsh Road and Hancock Road intersection. |
| Item No. 10 - Ordinance No. 2019-08 <i>Final</i>
<i>Fuqua CPA Table to 3/26</i> | Consider a large scale comprehensive plan amendment to change the future land use from Lake County's Urban Low Density to the City's Low Density Residential for 115 +/- acre project. |
| Item No. 11 - Ordinance No. 2019-09 <i>Final</i>
<i>Fuqua PUD Table to 3/26</i> | Consider a Planned Unit Development consisting of 321 single-family lots on 115 acres located southwest of Hartwood Marsh Road and Hancock Road. |

NEW BUSINESS

- | | |
|---|--|
| Item No. 12 - Historic Village Improvements | Discussion of Townsend house roof and fencing at Historic Village. |
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Item No. 13 - Variance Request
Kauffman

Consider request to allow for a rear yard setback less than 25 feet as required by the Land Development Code, Section 122-105 for property located at 1994 Brantley Circle.

Item No. 14 - Ordinance No. 2019-14 *Introduction*
Wise Property

Consider annexation of 13 acres located west of the CR 455 and Good Hearth Blvd. intersection.

Item No. 15 - Ordinance No. 2019-15 *Transmittal*
Wise Large-Scale Comprehensive Plan Amendment

Consider ordinance to change the future land use on approximately 13 acres located west of the CR 455 and Good Hearth Blvd. from Lake County Urban Low Density to City's Commercial future land use.

Item No. 16 - Ordinance No. 2019-17 *Introduction*
City Parks Rezoning

Consider ordinance to change the zoning on Palatlakaha Park, Seminole Park, and Park of Indian Hills to City PR Parks and Recreation zoning designation.

ADJOURN

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

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

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



WHEREAS, bicycling plays an important role in the lives of millions of Floridians by providing means to travel; and

WHEREAS, the City of Clermont and many local government agencies encourage the use of bicycles as a mode of transportation on Florida's roadways and trails; and

WHEREAS, roadway and trail safety is a top priority for the City of Clermont; and

WHEREAS, the City of Clermont, has various programs focused on improving safety, accessibility and mobility of Clermont residents and visitors; and

WHEREAS, nearly 25 million residents and tourists participate in bicycling annually, with more than 18.4 million bicyclists using paved trails and nearly 7 million using unpaved trails; and

WHEREAS, the City of Clermont is home to the oldest and largest multi-sport and bicycling events with economic impacts totally over 60 million in the last two decades; and

NOW, THEREFORE, I, Gail L. Ash, Mayor of the City of Clermont, Lake County, Florida, do hereby proclaim the month of March, 2019 as

FLORIDA BICYCLE MONTH

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Clermont to be affixed this 12th day of March, two thousand and nineteen.

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe
City Clerk

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
February 26, 2019

The City Council met in a regular meeting on Tuesday, February 26, 2019 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

Choice Edwards gave the invocation followed by the Pledge of Allegiance.

PRESENTATIONS

Youth Council

City Clerk Howe provided an overview of the Youth Council's first year and introduced the two Youth Council presenters, Emma Gaskins and Aaron Curlee.

Ms. Gaskins presented the Youth Council's proposed project to help the veterans and working homeless by allowing tiny homes in Clermont. Ms. Gaskins reviewed the proposed project, the criteria for Workforce Housing, and proposed restrictions on the tiny home development.

Mr. Curlee reviewed the proposed structure type of the tiny homes, the site design, sidewalk requirements, landscaping requirements, property management, streets, signage as well as proposed sites within the City of Clermont for developers. Other cities to include Ocala, Orlando, Oviedo, St. Pete, Rockledge and Wildwood have approved tiny homes within their cities. In conclusion, the Youth Council is requesting the City Council to approve a Land Development Code change to allow for Workforce Housing.

Mayor Ash thanked the Youth Council for their time and effort.

City Manager Gray commended the Youth Council for their work. Staff would like to move forward with the necessary research and return the proposed matter to the Council for discussion at a future workshop.

City Manager Gray thanked City Clerk Howe for her efforts and work with the Youth Council. The Youth Council will be attending the Florida League of Cities Legislative Action Days next month in Tallahassee.

Mayor Ash expressed a desire to make the Youth Council's proposed solution a reality. Workforce Housing is a definite need in Florida.

PUBLIC COMMENTS

There were no comments from the public.

REPORTS

City Manager Gray reported a public meeting will be held this Thursday at 6:00pm to discuss Phase 2 of the Master Plan. Phase 1 will start construction next month and he would like to proceed with designing Phase 2. As a result, Phase 2 designs will be discussed at the upcoming public hearing after which the designs will be brought to the City Council. Last week, he was in Tallahassee for the Lake County Legislative Days with Council Member Brishke, Council Member Travis, and Economic Development Director Schmidt. The Citizens Academy starts next Thursday, March 7, 2019 and requested for Council Members to notify him if they are interested in attending one of the meetings. Pig on the Pond is coming up next month from March 8 to March 10. At the last Council Meeting, the St. Patrick's Day event which was approved for Sunday, March 17, 2019 had an error with the ending time. The ending time presented to Council was 6:00pm but the applicant would like for the ending time to be 10:00pm. Staff does not find an issue with the later time but would like for Council to approve by a motion for the event end time to extend to 10:00pm on Sunday, March 17, 2019.

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Council Member Goodgame moved to extend the event to 10:00pm on Sunday; seconded by Council Member Bates. The motion passed with all members present voting aye.

City Manager Gray introduced Nick Gonzalez who is interning with the City Manager's office.

City Attorney Mantzaris reported receiving an order ruling regarding the charter school on Steve's Road. The neighbors petitioned the Court to review Council's decision. The Court agreed with the petitioners issuing in its ruling that the petitioner had not received due process due to not receiving adequate and due notice and the decision made by the Council was not supported by competent substantial evidence. The first issue is troubling due to the Court having possibly applied the wrong law to the application of the notice provision. The Court applied a statute provision related to zoning changes. In this case, the property was not rezoned. When a party to a litigation believes the Court applied the wrong law, the party needs to submit a response in the litigation within 15 days. As a result, consensus is needed from Council to proceed with the City's response.

Mayor Ash inquired if there were any objections from the Council Members. No objections were given by the Council Members. Mayor Ash gave City Attorney Mantzaris direction to respond to the Court's order.

Council Member Bates reported the Florida League of Cities is looking for applications regarding community projects done by local Youth Council's. Council Member Bates inquired about the Charter Review Committee.

City Manager Gray stated the Charter Review Committee has met twice so far. The Committee Members would like to set up an evening meeting to invite the public for their input. The public meeting will take place on April 16, 2019. The Charter Review Committee will bring their recommendation to the Council in May or the first meeting in June.

Council Member Goodgame reported attending the Beta Theta-Clermont event held at the Arts and Recreational Center on Saturday, February 26, 2019. The development Hills of Clermont is having community meetings on March 6 and March 7 to discuss what is happening around the development.

Council Member Brishke reported being in Tallahassee for two days with City Manager Gray, Council Member Travis, and Economic Development Director Schmidt.

Council Member Travis reported being in Tallahassee for two days with City Manager Gray, Council Member Brishke, and Economic Development Director Schmidt.

Mayor Ash reported attending the Charlie Grinker show at the Arts and Recreation Center on February 14. On February 16, she attended Coffee with the Mayor at Crawford, Modica & Holt. On February 19, she attended a meeting with City Manager Gray and Congressman Spano to discuss transportation. Yesterday, she attended the Lake Apopka Natural Gas Board meeting.

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 February 12, 2019 Council Meeting minutes.

Item No. 2 – Surplus Request

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

City of Clermont
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February 26, 2019

Item No. 3 – Piggyback Purchase and Budget Amendment

Consider request to piggyback the Florida Sheriffs Association number FSA18-VEH16.0 contract with Container Systems & Equipment Company, Inc. to purchase a replacement solid waste truck and a budget amendment in the amount of \$265,458.

Item No. 4 – Contract Award

Consider request to piggyback the Lake County B.C.C. contract with WC Fire Safety, Inc. to provide portable and fixed fire extinguisher inspections services in the estimated annual budget amount of \$50,000.

Item No. 5 – Resolution No. 2019-09R

Consider agreement for Use of License, Improvements, Maintenance and Cost Sharing for the Art Walk, a public-private project between the City of Clermont and The Art District, LLC.

Item No. 6 – Mitigation Purchase Agreement

Consider approval of agreement with Hammock Lake Mitigation Bank, LLC in the budgeted amount of \$37,800 for the Clermont Boat Ramp at Bell Ceramics.

City Attorney Mantzaris stated the exhibits for Consent Agenda Item 5 were not in the packets and provided to the Council before the meeting.

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

The following items were presented together and voted on separately.

Item No. 7 – Ordinance No. 2019-11, *Final, Andoc Annexation*

Deputy City Clerk Zinker read Ordinance No. 2019-11 aloud by title only.

An Ordinance of the City Council of the City of Clermont, Lake County, Florida, providing for the annexation of a certain parcel of land contiguous to the present city boundaries; providing for an effective date, severability, recording and publication.

Item No. 8 – Ordinance No. 2019-12, *Final, Andoc Comprehensive Plan Amendment*

Deputy City Clerk Zinker read Ordinance No. 2019-12 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 for 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.

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Item No. 9 – Ordinance No. 2019-13, *Final, Andoc Rezoning*

Deputy City Clerk Zinker read Ordinance No. 2019-13 aloud by title only.

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

Development Services Director Henschel presented the City's request for annexation of the subject parcel as authorized by the Utility Agreement with the property owner. The Utility Agreement allowed for the City to act as the applicant and request annexation when the City was ready to annex the property into the City boundaries. The Comprehensive Plan Amendment would change the Future Land Use from Lake County's Regional Commercial to the City's Industrial. The land use change is consistent with the surrounding properties. The rezoning request is to change from the County's MP Industrial to the City's M-1 Industrial. The property is being developed as a Veterinary Clinic. Staff recommends approval of Ordinance 2019-11, Ordinance 2019-12, and Ordinance 2019-13.

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

Council Member Bates moved to approve Ordinance 2019-11; seconded by Council Member Travis. The motion passed 5 to 0 on a roll call vote.

Council Member Bates moved to approve Ordinance 2019-12; seconded by Council Member Brishke. The motion passed 5 to 0 on a roll call vote.

Council Member Bates moved to approve Ordinance 2019-13; seconded by Council Member Brishke. The motion passed 5 to 0 on a roll call vote.

NEW BUSINESS

The following items were presented together and voted on separately.

Item No. 10 – Resolution No. 2019-10R, *South Lake Medical Arts, Pad O*

City Clerk Howe read Resolution No. 2019-10R aloud by title only.

A Resolution of the City Council of the City of Clermont, Lake County, Florida, granting an amendment to a Conditional Use Permit (Resolution No. 2016-42) to allow for an increase of total square feet for the professional office space.

Item No. 11 – Variance Request, *South Lake Medical Arts Pad O*

Development Services Director Henschel presented applicant's request to amend their Conditional Use Permit to increase their professional office total square footage. The property is approximately 12 acres in size and zoned R-3 Residential/Professional. The request is to increase the professional office square footage from 50,300 to 53,000. The applicant would like to construct a 5,000 square foot building on Pad O which is the final building pad for the property. In 2006, a Conditional Use Permit was approved to allow 116,000 square foot office complex with a parking structure. In 2016, the Conditional Use Permit was amended to allow for 144 multifamily units and a maximum of 50,300 professional office space square footage. The applicant is also requesting a variance to the parking requirements to be allowed a deficit of 11 parking spaces. The applicant would like to add two additional proposed conditions in the Conditional Use Permit of a requirement to provide 22 clearly marked spaces to the Health Department as well as a requirement for the applicant to reconfigure the parking located directly in front of the Health Department.

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Staff recommended denial of the Conditional Use Permit. Staff recommended denial of the variance request.

Attorney Crawford, representative of Bells & Capital Fund, LLC, stated an error was made by the Architectural Review Committee, the builder of each individual pad, and the City. Every single building on the property was built to the inside dimensions allowed resulting in the other buildings being over built by the City's calculation of square footage. As a result, the parking in total for the entire center is 11 spaces, or 2 percent, short of the requirement. The County sent an e-mail stating there is a problem with parking in front of the Health Department. The County's problem with parking is caused by the ongoing construction at the moment. The applicant worked with the County and agreed to provide 11 spaces in front of the Health Department. There is a parking deficiency for the overall center, but not a parking deficiency for Pad O. The applicant will also be providing two handicapped spaces.

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

Council Member Bates inquired about assigned square footage. Attorney Crawford stated there is an assigned square footage for both the overall center and with each individual pad site. City Manager Gray clarified staff goes by the Conditional Use Permit which has the overall square footage for the center.

Development Services Director Henschel stated the designs submitted are conceptual plans which allows for the applicants to deviate slightly from what is submitted to the City.

Council Member Bates expressed concern with parking. Attorney Crawford replied there is an overall shortage for the center, but parking for Pad O itself is being met by the applicant. The other buildings in the center went over their square footage causing the need for more parking spaces for their buildings.

Council Member Goodgame expressed concern for handicap parking. Attorney Crawford replied the applicant is providing for two handicap spaces which is more than what is required.

Council Member Brishke inquired about parking enforcement. Attorney Crawford stated the center does not tow but will post signs in front of the spaces indicating which are reserved.

Mayor Ash expressed concern with parking spaces. City Manager Gray replied the City has stringent parking requirements with the code requiring a certain number of spaces per square footage.

Attorney Crawford requested for the Resolution and variance request to be tabled to March 26, 2019.

Council Member Goodgame moved to table agenda items 10 and 11 to March 26; seconded by Council Member Bates. The motion passed with all members present voting aye.

Item No. 12 – Variance Request, *Clermont Ridge Senior Villas*

Planning Manager Kruse presented applicant's request for three variances. The applicant is seeking to reduce the required tree replacement fee for tree removal, to allow for three-inch caliper replacement trees, and to allow for a reduction in the number of parking spaces. The applicant is asking for relief from the required tree replacement fee in the amount of 50 percent of the required fee. The proposed parking ratio is 1.3 spaces per unit. The justification for the reduction in parking is senior adults only have one vehicle or often rely on relatives for transportation. Staff recommended approval of the variances.

Steve Smith, 1323 Briar haven Drive, stated the Council previously approved housing for seniors. Funding was received by the State who recommended reducing the amount of parking.

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

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Council Member Goodgame inquired about parking. Mr. Smith replied there is a parking space for each unit as well as an additional 30 spaces.

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

City of Clermont
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ADJOURN: With no further comments, this meeting adjourned at 7:51pm.

APPROVED:

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

**AGENDA ITEM**

Meeting Date	
Tuesday, March 12, 2019	
Agenda Item Name	
Surplus Request	
Requested Action	
Recommend to approve and declare end of life inventory as surplus from the Police Department, Environmental Services Department, Human Resources Department and dispose of in accordance with the Purchasing Policy.	
Staff Report	
The Purchasing Department, on behalf of the Police Department recommends approval of the above action. The following inventory have reached their end of life service and approval to surplus these items is being requested. Police Department Qty: Property Description (1) 2011 Dodge Charger Vehicle No. 2178 – 92,231 miles Environmental Services Department Qty: Property Description (1) Gravely Commercial Mower Human Resources Department Qty: Property Description (1) Konica Minolta BizHub C360 Multi-Function Device Information Technology Department Qty: Property Description (1) Phaser 6180 Laser Printer (1) HP LaserJet 1300n Laser Printer (1) APC 5C450RMU Rack Mounted Power Back-Up (1) APC SUI400RM2U Rack Mounted Power Back-Up (1) Tripp-Lite Smart Pro Rack Mounted Power Back-Up (1) iPad Mini A-1460 (6) Dell 1908FP 19-inch Monitors (1) Viewsonic VG710b 16-inch Monitor (1) Viewsonic VG720 16-inch Monitor (2) Dell Optiplex 745 Desktop Computer (3) Dell Optiplex 780 Desktop Computer Salvageable surplus property will be sold through GovDeals.com, an electronic auction website for government	

property. Non-salvageable property will be disposed of appropriately.

Additional Analysis

Fiscal Impact Summary

Surplus property is anticipated to be sold for approximately \$6,000.

Fiscal Impact	Fund Number and Description	Available Budget Amount
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Exhibits Attached (copies of original agreements)

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|----|--|--|
| 1. | Police Departmet - Property Disposal | Police Departmet - Property Disposal.pdf |
| 2. | Environmental Services - Property Disposal | Environmental Services - Property Disposal.pdf |
| 3. | Human Resources - Property Disposal | Human Resources - Property Disposal.pdf |
| 4. | Information Technology -Property Disposal | Information Technology - Property Disposal.pdf |



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: 10297
Contact Person: Sgt. Moser Phone: 352.536.8420
Year / Make / Model: 2011 Dodge Charger Vehicle No. 2178
Miles / Hours: 92231 Serial / VIN: 2B3CL1CG7BH550637
Description of Property Marked police patrol vehicle

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

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

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

Director Signature: [Signature]

Date: 2-7-19

*****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: HUMAN RESOURCES Property Tag #: 9478-6172
Contact Person: Susan Dauderis Phone: 352-241-7380
Year / Make / Model: Sept 2010 bizhub c360 Vehicle No. N/A
Miles / Hours: N/A Serial / VIN: A0ED011011519 / A0XWWY4021384 *stand attached*
Description of Property Konica Minolta, bizhubC360, ID:9478-6172 (copy/fax/scan/print)

☐ 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.
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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:** Replaced with a newer unit

Director Signature: *S. Dauderis* Date: 2/21/19

*****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: INFO. TECH.

Property Tag #: _____

Contact Person: Chuck Stinson

Phone: X 7373

Year / Make / Model: Dell 1908 FP7

Vehicle No. _____

Miles / Hours: _____

Serial / VIN: CN-0FP182-71618-817-RADS

Description of Property 19" Monitor

☐ 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: Donald C. [Signature]

Date: 2/28/19

*****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: INFO. TECH.

Property Tag #: _____

Contact Person: Chuck Stinson

Phone: X 7373

Year / Make / Model: Dell 1908 FP7

Vehicle No. 4200

Miles / Hours: 24.0 / 1.0

Serial / VIN: CH-6FP182-71618-817-RAE7

Description of Property 19" monitor

☐ 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: Donald C. [Signature]

Date: 2/28/19

*******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: _____

[illegible]



PROPERTY DISPOSAL FORM

Dept. / Division: INFO. TECH.

Property Tag #: _____

Contact Person: Chuck Stinson

Phone: X 7373

Year / Make / Model: Dell 1908FP+

Vehicle No. _____

Miles / Hours: _____

Serial / VIN: CN-OFP182-71618-77E-BBAD

Description of Property: 19" Monitor - Minor screen damage

☐ 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: Donald C. [Signature]

Date: 2/28/19

*****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: INFO. TECH.

Property Tag #: _____

Contact Person: Chuck Stinson

Phone: X 7373

Year / Make / Model: Dell 1908 FP+

Vehicle No. _____

Miles / Hours: _____

Serial / VIN: CN-0D3073-74445-979-623L

Description of Property: 19" monitor w/ optional sound bar

☐ 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: Donald C. [Signature]

Date: 2/28/19

*****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

Property Tag #: _____

Phone: X 7373

Vehicle No. _____

Serial / VIN: A2X042653408

☐ 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: See above

Date: 2/28/19

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

Agenda Item: _____

Date Disposed:

Date: _____

Munis Asset Number:





PROPERTY DISPOSAL FORM

Dept. / Division: INFO. TECH.

Property Tag #: _____

Contact Person: Chuck Stinson

Phone: X 7373

Year / Make / Model: Dell Optiplex 745

Vehicle No. _____

Miles / Hours: _____

Serial / VIN: 68Y6XD1

Description of Property Desktop Computer

☐ 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: Donald C. [Signature]

Date: 2/28/19

*****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: INFO. TECH. Property Tag #:
Contact Person: Chuck Stinson Phone: X 7373
Year / Make / Model: Dell Optiplex 780 Vehicle No.
Miles / Hours: Serial / VIN: BH8JNM1
Description of Property Desktop Computer

☐ 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: Donald C. [Signature]

Date: 2/28/19

*****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:



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, March 12, 2019		
Agenda Item Name		
Bid Award		
Requested Action		
Recommend to approve contract between the City of Clermont and Derelle, Inc. to provide all labor, material and equipment necessary for the construction of Clermont gateway improvements.		
Staff Report		
The Purchasing Department and the Public Works Department recommend approval of the above action. The Purchasing Department issued a Request for Bid (RFB) number 19-021 to acquire a qualified respondent to provide City of Clermont gateway improvements. The RFB was fully competed, advertised, and complies with the City of Clermont Purchasing Policy. There were two (2) responses to the RFB. The work involves the construction of gateway improvements to 12th Street and SR. 50, Lake Boulevard and SR. 50, and along South Lake Trail, directly west of Lake Boulevard. The work includes demolition, paving and grading improvements, construction of gateway towers and retaining walls, gateway brick column, electrical and lighting, landscaping and irrigation. Award is being recommended to responsive and responsible bidder Derelle, Inc. at the total amount of \$405,273 who complied with all terms, conditions, and specifications stated in the RFB.		
Additional Analysis		
Fiscal Impact Summary		
The fiscal impact of \$405,273 is included in the current year approved budget. Department Account Code = 32559-66300-95108		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFB 19-021 Response Tabulation	RFB 19-021 Response Tabulation.pdf	
2. Derelle Bid Price	Derelle Bid Price.pdf	



RFB 19-021, CONSTRUCTION OF CLERMONT GATEWAY IMPROVEMENTS
DUE DATE/TIME: FEBRUARY 14, 2019 AT 2:00 P.M. (EST)

COMPANY NAME	BID BOND	ADDENDA 1	ADDENDA 2	LUMP SUM PRICE
Derelle, Inc. – Clermont, FL	Y	Y	Y	\$405,273.00
Semco Construction, Inc. – Bartow, FL	Y	Y	Y	\$455,235.00

* Addenda 1 and 2 were not mandatory submittals with bid response.

SECTION – C
PRICE SCHEDULE

Final Completion Lump Sum Price (All three gateway features as per construction documents)

(Words) Four-hundred & five thousand, two-hundred seventy-three dollars & no cents

(Figures) \$ 405,273.00

Contractor's Days to Final Completion: 150 Calendar Days.

Not to exceed: One-Hundred Fifty (150) Calendar Days From Notice To Proceed To Final Completion.

Broken out by location as follows:

1) 12th Street Gateway at S.R. 50:

(Words) One hundred eighty thousand and seven hundred dollars and no cents

(Figures) \$ 180,700.00

2) Lake Avenue Gateway at S.R. 50:

(Words) One hundred ninety-four thousand two hundred seventy eight dollars

(Figures) \$ 194,278.00 & no cents

3) South Lake Trail Gateway:

(Words) Thirty thousand two-hundred ninety-five dollars and no cents

(Figures) \$ 30,295.00



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, March 12, 2019		
Agenda Item Name		
Bid Award		
Requested Action		
Recommend to approve contract between the City of Clermont and L7 Construction, Inc. to provide all labor, material and equipment necessary to complete the East Side Water Reclamation Facility Expansion Filter Project in the budgeted amount of \$1,857,000.		
Staff Report		
The Purchasing Department and the Environmental Services Department recommend approval of the above action. The Environmental Services Department contacted the Purchasing Department to determine the most effective manner to contract a company to provide expansion of the East Side Water Reclamation Facility (ESWRF) filter. The Purchasing Department issued a Request for Bid (RFB) number 19-025 to acquire these services. The RFB was fully competed, advertised, and complies with the City of Clermont Purchasing Policy. There were six (6) responses to the RFB. The work involves furnishing all labor, equipment and materials for the construction of the facilities consisting of the following primary components: 1. Cloth Media Disc Filter System; 2. Site work and yard piping; 3. Programming of PLC control logic; 4. Electrical and instrumentation systems. Award is being recommended to low responsive and responsible bidder L7 Construction, Inc. in the total base bid price of \$1,857,000 who complied with all terms, conditions, and specifications stated in the RFB.		
Additional Analysis		
Fiscal Impact Summary		
The fiscal impact of \$1,857,000.00 is included in the current year approved budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$1,857,000.00	44535-66201-35114	\$4,962,250.00
Exhibits Attached (copies of original agreements)		
1. RFB 19-025 Award Recommendation RFB 19-025 Award Recommendation.pdf 2. RFB 19-025 Response Tabulation RFB 19-025 Response Tabulation.pdf		



FREDDY SUAREZ
Purchasing Director
Purchasing Department

352-241-7350
fsuarez@clermontfl.org

AWARD RECOMMENDATION
MARCH 1, 2019
RFB 19-025 – EAST SIDE WATER RECLAMATION FACILITY EXPANSION FILTER
PROJECT

Based on the results of the bid submittals, the Purchasing Department is recommending award to the low responsive and responsible bidder, L7 Construction, Inc. for the base bid price of \$1,857,000.



RESPONSE TABULATION

RFB 19-025, EAST SIDE WATER RECLAMATION FACILITY EXPANSION FILTER PROJECT
DUE DATE/TIME: FEBRUARY 21, 2019 AT 2:00 P.M. (EST)

COMPANY NAME	BID BOND	ADDENDA 1 AND 2	BASE BID PRICE (Items 1-7)	ALTERNATE BID PRICE (Items 1-3 and 5-8)
L7 Construction, Inc.- Sanford, FL	Y	Y	\$1,857,000.00	\$1,978,000.00
CenState Contractors, Inc.	Y	Y	\$2,189,100.00	\$2,637,100.00
SGS Contracting Services, Inc.- High Springs, FL (non-responsive)	N	N	\$2,298,700.00	\$2,698,700.00
Vogel Bros. Building Co. – Lakeland, FL	Y	Y	\$2,351,850.00	\$2,151,450.00,
Randall Mechanical, Inc.- Apopka, FL	Y	Y	\$2,430,308.00	\$2,480,241.00
Florida Design Contractors, Inc. – Lake Park, FL	Y	Y	\$2,526,000.00	\$2,876,000.00

* Bid Bond was a mandatory submittal with bid response.

* Addenda 1 and 2 were not mandatory submittals with bid response.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, March 12, 2019		
Agenda Item Name		
Contract Award		
Requested Action		
Recommend to approve a piggyback contract number RFP-600933-10/TLR from Seminole County to provide lease and purchase of multi-functional devices and management software services.		
Staff Report		
The Purchasing Department recommends approval of the above action. The Purchasing Department sought a contract from the Seminole County number RFP-600933-10/TLR, to obtain the services to lease and purchase of multi-functional devices and management software services. In accordance with the direction of City Council, the Purchasing Department issued a Request for Interest (RFI) number 1902-005 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 Seminole County contract number RFP-600933-10/TLR. The Seminole County contract was obtained through a fully competitive solicitation and complies with the City of Clermont Purchasing Policy.		
Additional Analysis		
Fiscal Impact Summary		
There is no fiscal impact. The estimated value of this contract is over \$50,000.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFI 1902-005 RFI 1902-005.pdf		



REQUEST FOR INFORMATION

Intent to Utilize the Seminole County Contract for Lease of Multifunctional Devices & Management Software

CONTACT INFORMATION:	RFI No. 1902-005	ISSUED DATE: February 25, 2019
Marilyn Rodriguez Contracts Coordinator EMAIL: mrodriguez@clermontfl.org Phone: (352) 241-7350	NOTICE OF INTENT TO PIGGYBACK A CONTRACT NOTICE END DATE: <u>March 5, 2019 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: Purchasing Department

(b) Company Information: Konica Minolta Business Solutions, U.S.A., Inc.

(c) Contract Number and Title: RFP-600933-10/TLR, Lease of Multifunctional Devices & Management Software

(d) Length of Contract: Contract expires December 13, 2022

(e) Product or Service Provided: To provide services of lease of multifunctional devices & management software

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, March 12, 2019		
Agenda Item Name		
Boathouse Mitigation Bank Agreement		
Requested Action		
Request approval of the Boathouse Mitigation Bank Agreement.		
Staff Report		
In 2017 the floating docks and shoreline at the Clermont Boat House were damaged during Hurricane Irma. City consultants have designed a seawall, a more robust floating dock system, and a small boat launch. The boat launch will facilitate launching the rowing club coaches boats and the sailing club sailboats. In accordance with the FDEP Permit for construction of the project, the City will be required to purchase 0.04 mitigation credits for impacts to wetlands from the boat launch. Staff recommends approval of Mitigation Credit Purchase Agreement with Hammock Lake Mitigation Bank, LLC in the amount of \$4,800 for the Clermont Boat House small ramp.		
Additional Analysis		
Fiscal Impact Summary		
The current year approved budget has funds available for this agreement.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. The Clermont Boathouse.Hammock Lake Mitigation Bank Agreement	The Clermont Boathouse.Hammock Lake Mitigation Bank Agreement.pdf	

PURCHASE AND SALE AGREEMENT FOR RESERVED MITIGATION CREDITS

THIS PURCHASE AND SALE AGREEMENT FOR RESERVED MITIGATION

CREDITS (hereinafter “Agreement”) is made this _____ day of _____, 2019 by and between **HAMMOCK LAKE MITIGATION BANK, LLC**, a Florida limited liability company, (hereinafter “Seller”), whose mailing address is 1230 Peachtree Street NE, Suite 3500, Atlanta, Georgia 30309 and **CITY OF CLERMONT, FLORIDA** (hereinafter “Buyer”) whose mailing address is 685 West Montrose Street Clermont, Florida 34711 (hereinafter collectively the “Parties”).

WITNESSETH:

WHEREAS, Seller owns and operates the Hammock Lake Mitigation Bank located in Polk County, Florida (the “Mitigation Bank”) with freshwater forested mitigation credits available for transfer and sale under Southwest Florida Water Management District (hereinafter “SWFWMD”) Permit No. 43033458.000 and U.S. Army Corps of Engineers (“USACOE”) Application No. SAJ-2007-5939;

WHEREAS, Buyer needs to purchase Credits to offset wetland impacts associated with the proposed development of a project known as **The Clermont Boathouse** (hereinafter “Project”), FDEP Permit Number: 0328704-002-EM;

WHEREAS, as part of the environmental permitting process for the Project involving the Florida Department of Environmental Protection (hereinafter “FDEP”) it is anticipated that FDEP will condition the issuance of Buyer’s permits on the purchase of Credits as compensatory mitigation;

WHEREAS, Seller agrees to sell and Buyer agrees to purchase Credits available from the Mitigation Bank on the terms and conditions below to be used to offset wetland impacts associated with the Project;

WHEREAS, Buyer has determined that the number of Credits to be purchased is 0.04 (four hundredths) herbaceous state credits (“Subject Credits”); and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, each intending to be legally bound, do hereby warrant and agree as follows:

- 1. Terms of Purchase.** The purchase price (hereinafter “Purchase Price”) of the Subject Credits is Four Thousand Eight Hundred U.S. Dollars (\$4,800.00) payable to Seller by check or wire transfer of federal funds pursuant to wire instructions provided in Exhibit A. Seller agrees to reserve and sell to the Buyer the aforementioned Subject Credits. Upon

execution of this Agreement, all payments shall be paid to the account of **Hammock Lake Mitigation Bank** and submitted via wire as referred to Exhibit A or a U.S. Institutional check sent to Hammock Lake Mitigation Bank, 1230 Peachtree Street NE, Suite 3500, Atlanta, Georgia 30309.

- 2. Reservation Period.** This reservation shall commence upon the signing of this Agreement and payment of the Deposit to the Seller and shall expire on April 15, 2019. If Buyer shall fail to deliver the Purchase Price in accordance with this Agreement, Seller may terminate this Agreement by written notice to Buyer, upon which notice Seller shall be entitled to retain the Deposit and the Parties shall have no further rights or obligations hereunder, except as otherwise provided.
- 3. Adjustment of Credit Reservation.** Any federal credits in excess of the state credits will be twenty thousand (\$20,000.00) dollars per credit. In the case of a credit reservation adjustment within the reservation period identified above, Buyer and Seller will execute an addendum to this Agreement.
- 4. Covenants of Seller.** Seller covenants and agrees that it shall comply with all conditions and continuing requirements set forth in Seller's permits for the Mitigation Bank. Responsibility for compliance with the Seller's permits as to mitigation on the Mitigation Bank shall solely be the responsibility of Seller. The provisions of this paragraph 4 shall survive the closing hereunder.
- 5. Conditions of Transfer of Credit.** Prior to the transfer of Subject Credits, Buyer shall provide a true and correct copy of the FDEP permit with exhibits to Seller. Upon receipt of the permit and payment of the Purchase Price, Seller shall provide to Buyer within ten (10) days thereafter documentation as required by the SWFWMD to effectuate the transfer of the Subject Credits as per the conditions of the Buyer's permit (i.e., copy of signed minor permit modification request) for the Project. Buyer is hereby notified that the transfer of Credits generally takes approximately thirty (30) to sixty (60) days to complete.
- 6. Debit of Credits and Transfer.** Upon notification of the debit of the Subject Credits, the same shall be transferred to Buyer together with documents evidencing such transfer of the Subject Credits. The Parties hereby agree that evidence of the Subject Credits being transferred shall be the receipt by Seller from SWFWMD of the ledger evidencing the debit of credits. Once either transfer has been completed, the transfer shall be deemed to be completed and payment fully earned.
- 7. Breach of Seller.** If the closing of the purchase and sale of the Subject Credits as contemplated by this Agreement is not consummated because of a default by Seller hereunder, then Buyer shall provide Seller with written notice of such default and Seller shall have twenty (20) days within which to cure any such default; if Seller does not cure its default, then following such notice and cure period, Buyer may, as Buyer's sole and exclusive remedy (except as hereinafter expressly provided), terminate this Agreement by written notice to Seller, upon which notice Seller shall return the Deposit to Buyer and the

parties shall have no further rights or obligations hereunder, except with respect to those provisions of this Agreement which by their express terms survive termination of this Agreement. Buyer hereby **EXPRESSLY WAIVES AND RELEASES ANY AND ALL OTHER RIGHTS, REMEDIES AND CLAIMS UNDER THIS AGREEMENT, AT LAW, IN EQUITY AND OTHERWISE IN CONNECTION WITH OR ARISING FROM ANY SUCH SELLER DEFAULT.**

8. Interpleader. If the Parties shall be in disagreement about the interpretation of this Agreement, or about their respective rights and obligations, or the propriety of any action contemplated hereunder, the Seller shall deposit the funds with an Escrow Agent. The Escrow Agent will hold the funds until it receives joint directions signed by both parties or file an action of interpleader to resolve said disagreement. The Escrow Agent shall be indemnified for all costs, including reasonable attorneys' fees, in connection with the aforesaid interpleader action, and shall be fully protected in suspending all or a part of its activities under this Agreement, consistent with Florida law, until a Final Judgment in the interpleader action is received. In the event an Escrow Agent is appointed:

- a. **Duties of Escrow Agent.** The Escrow Agent undertakes to perform only such duties as are expressly set forth herein and no implied duties or obligations shall be read into this Agreement against the Escrow Agent. The Escrow Agent shall only be liable for actual fraud or gross negligence.
- b. **Reliance of Escrow Agent.** The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so.
- c. **Indemnification of Escrow Agent.** Buyer and Seller hereby agree to indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expenses, fees or charges of any character or nature which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Agreement, and in connection therewith, to indemnify the Escrow Agent against any and all expenses.

9. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto.

10. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

11. Notices. Any notice or demand permitted or required by this Agreement shall be made in writing and shall be delivered by hand delivery, which shall include delivery by reputable national overnight courier service, such as Federal Express, or by electronic transmission (including electronic mail or facsimile, as may be set forth below) with confirmation of transmission followed by hand delivery of a copy of such notice or demand. Any such notice or demand shall be effective and deemed received on the date delivered to the addressee, as indicated on the receipt confirmation if delivered by hand, or if delivered by

electronic transmission, on the date of such transmission, as indicated on the receipt confirmation. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed receipt of the notice, demand or request sent. For the purposes of this Section, notices shall be directed as follows:

Notices to Seller: Hammock Lake Mitigation Bank, LLC
Attn: Crossover Portfolio Manager
1230 Peachtree Street NE
Suite 3500
Atlanta, Georgia 30309
Email: AKatz@domaincapitalgroup.com

With a copy to: The Mitigation Banking Group, Inc.
Attn: Victoria K. Colangelo
3208 W. State Road 426
Suite 1020
Oviedo, Florida 32765
Email: Victoria@mitigationbankinginc.com

Notices to Buyer: James Kinzler
City of Clermont, Florida
685 West Montrose Street
Clermont, Florida 34711
JKinzler@clermontfl.org

12. Entire Agreement. This Agreement contains the entire understanding between the Parties and the Parties agree that no representation was made by or on behalf of the other which is not contained in this Agreement, and that in entering into this Agreement neither relied upon any representation not especially herein contained. This Agreement shall not be binding upon the Seller and Buyer until executed by an officer of the Seller and Buyer, if applicable its corporate seal affixed, and an executed copy of the Agreement has been delivered to the Buyer and Seller.

13. Amendments and Waivers. This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by each and all of the parties hereto. No failure by Buyer or Seller to insist upon the strict

performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such any other covenant, agreement, term or condition. Any party hereto, by notice, may but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenants of any other party hereto. No waiver shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

14. No Joint Venture or Partnership or Agency Relationship. Seller does not have any ownership interest in Buyer's business relationships or operations and Buyer does not have any interest in Seller's business relationships or operations. The relationship between Seller and Buyer is not in any manner whatsoever a joint venture or partnership and neither party shall be the agent of the other for any purpose, unless specifically granted in writing after execution hereof. Neither party shall hold itself out as an agent, partner or joint venturer with the other and each party shall defend and indemnify the other against any claim of liability arising out of an asserted agency, partnership or joint venture by the other contrary to the express provisions of this paragraph.

15. Captions; Genders. Captions used in this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement. Whenever used, the singular shall include the plural, the plural shall include the singular, and gender shall include all genders.

16. Partial Invalidity. In case any term of this Agreement shall be held to be invalid, illegal or unenforceable, in whole or in part, neither the validity of the remaining part of such term or the validity of any other term of this Agreement shall in any way be affected thereby.

17. Calculation of Time. Time periods of five (5) days or less shall be computed without including Saturdays, Sundays, or national legal holidays, and any time period existing on a Saturday, Sunday or national legal holiday shall be extended until 5:00 p.m. on the next business day.

18. Effective Date. This Agreement is effective on the date on which the last of the parties signs this Agreement.

19. Typewritten or Handwritten Provisions. Handwritten provisions and/or typewritten provisions inserted in this Agreement, which are initialed by both parties, shall control over the printed provisions in conflict therewith.

20. Counterparts. This Agreement may be executed in any number of counterparts, any one and all of which shall constitute the agreement of the parties and shall be deemed one original instrument. The signature pages may be detached from one counterpart and reattached to another counterpart in order to form a fully-executed instrument. Signatures to this Agreement transmitted by facsimile or electronic mail will be valid and effective to bind the Party so signing. Each Party agrees to promptly deliver any execution original to

this Agreement with its actual signature to the other Parties, but a failure to do so will not affect the enforceability of this Agreement.

21. Time is of the Essence. Time is of the essence under the terms of this Agreement.

22. Agreement Not Recordable. This Agreement shall not be recorded in the public records of any county and any attempt to do so shall be null and void and of no force and effect whatsoever and any attempt to do so shall place said party in default hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement, to become effective as of the date and year first above written and in accordance with the terms of this Agreement.

Signed, sealed and delivered in the **SELLER:**
presence of:

**HAMMOCK LAKE MITIGATION BANK,
LLC**, a Florida limited liability company

AS TO SELLER:

By: _____

WITNESS:

Name: _____

Title: Managing Director

Executed on _____, 2019

BUYER:

CITY OF CLERMONT, FLORIDA

AS TO BUYER:

By: _____

Gail L. Ash - Mayor

WITNESS:

Executed on _____, 2019

EXHIBIT A



TIMBER ADVISORS

WIRING INSTRUCTIONS

FOR

TCPII Holdings, LLC

Wiring instructions for TCPII Holdings, LLC are as follows:

Bank:	IberiaBank 200 W. Congress Street Lafayette, LA 70501
Routing #:	265270413
Account Name:	TCPII Holdings, LLC
Address:	1230 Peachtree Street NE Suite 3500 AtlantaGA 30309
Account Type:	Checking
Account #:	2210391



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, March 12, 2019		
Agenda Item Name		
Community Development Block Grant Agreement and Budget Amendment		
Requested Action		
Request approval of the Florida Department of Economic Opportunity CDBG Agreement in the amount of \$750,000 and a budget amendment in the amount of \$1,384,400.		
Staff Report		
In June of 2018, the City Council authorized staff to submit an application for a Community Development Block Grant (CDBG) to the Florida Department of Economic Opportunity for a grant in the amount of \$750,000. The application also provided the City would contribute an additional \$634,400 for a total project cost of \$1,384,400. The application was recently approved by the Florida Department of Economic Opportunity. The grant along with contributions from the City will fund the following projects: • Replace existing old Asbestos Cement (A.C.) water mains with new PVC water mains • Upsize existing old mains to 12" to increase water flow and improve service • Install new fire hydrants where needed • Provide sidewalks and ADA curb ramps where needed (if funds are available) • Stormwater improvements on a portion of Desoto Street (if funds are available) • Water main replacement to take place along the following streets, Scott, Disston, E. Broome, E. Juniata, E. Desoto, E. Montrose, E. Minneola, Pitt.		
Additional Analysis		
Fiscal Impact Summary		
The current year approved budget does not include this project or grant. A budget amendment to revenues in the amount of \$750,000 and expenditures in the amount of \$1,384,400 is proposed. The fund breakdown for the grant and associated expenditures is General Fund (15%), Water Fund (61%) and Stormwater Fund (24%).		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. CDBG DEO contract agreement	CDBG DEO contract agreement.pdf	

Subgrant Contract Number: 19DB-ON-06-45-02-N17

FLAIR Contract Number: H2363

CFDA Number: 14.228

State of Florida
Department of Economic Opportunity
Federally-Funded
Subgrant Agreement – FFY 2017 Funding Cycle

THIS AGREEMENT is entered into by the State of Florida, Department of Economic Opportunity, (hereinafter referred to as “DEO”), and the City of Clermont, hereinafter referred to as the “Recipient” (each individually a “Party” and collectively “the Parties”).

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, The U.S. Department of Housing and Urban Development (HUD) administers the Small Cities Community Development Block Grant (CDBG) Program at the Federal level and distributes CDBG grant funds to the states. The State of Florida has received these grant funds from HUD.

WHEREAS, DEO is the CDBG grantee agency for the State of Florida, designated to receive funds annually for program purposes. DEO is authorized to distribute CDBG funds to the Recipient so that the Recipient may develop and preserve affordable housing, provide services to communities, and create and retain jobs.

WHEREAS, Pursuant to the requirements of Title 2, Code of Federal Regulations (“C.F.R.”), part 200 and 24 C.F.R. § 570.500, the Recipient is a Subrecipient of federal funds, and is qualified and eligible to receive these subgrant funds in order to provide the services identified herein.

NOW THEREFORE, DEO and the Recipient agree to the following:

(1) Scope of Work.

The Scope of Work for this Agreement includes Attachment A, Project Detail Budget and Deliverables, Attachment B, Project Narrative, and Part 7 and Appendix A from Part 9 of the Recipient’s Florida Small Cities CDBG FFY 2017 Application for Funding submitted by the Recipient on August 13, 2018.

(2) Incorporation of Laws, Rules, Regulations, and Policies.

The Recipient agrees to abide by all applicable State and Federal laws, rules, and regulations, including but not necessarily limited to, the Federal laws and regulations set forth at Subpart K of 24 C.F.R. (except that the Recipient does not assume DEO’s responsibilities described at § 570.604 and the Recipient does not assume DEO’s responsibility for initiating the review process under the provisions of 24 CFR part 52); and chapter 73C-23, Florida Administrative Code (F.A.C.), Effective: May 27, 2018.

(3) Period of Agreement.

This Agreement begins on December 10, 2018, (the “Effective Date”) and ends on June 9, 2021, unless otherwise terminated as provided in this Agreement. DEO shall not grant any extension of this Agreement unless the Recipient provides justification satisfactory to DEO in its sole discretion, and DEO’s Director of the Division of Community Development approves such extension. The justification must document that project delays are due to events beyond the Recipient’s control, and include a performance plan that demonstrates the Recipient’s capacity to perform and complete the remaining project tasks within the extension period. DEO will also take into consideration the Recipient’s progress and verifiable achievements at DEO’s sole and absolute discretion. Upon expiration or termination of this Agreement, the Recipient shall follow the agreement closeout procedures set forth in Attachment H.

(4) Modification of Agreement.

(a) Modifications to this Agreement shall be valid only when executed in writing by the Parties. Any modification request by the Recipient, including any request using form SC-44, constitutes a request to negotiate the terms of this Agreement and DEO may accept or reject any proposed modification based on DEO's determination, and in its sole discretion, that any such acceptance or rejection is in the State's best interest.

(b) When requesting a modification, the Recipient shall electronically submit the following documents to DEO:

1. A cover letter signed by the Recipient's Chief Elected Official or by a duly-authorized Recipient's employee, officer, or board member, as evidenced by a written resolution or similar document. The letter must describe the need for the proposed changes and the effect that they will have on the project. If the modification requests a time extension, the letter must provide the justification for the extension;

2. A draft copy of the Modification to the Subgrant Agreement, Form SC-44;

3. If there are changes to the subgrant budget or the number of beneficiaries or accomplishments, a draft copy of the Request to Modify Agreement, Form SC-35, and a copy of Attachment A - Project Detail Budget and Deliverables;

4. If there are budget changes involving non-CDBG funds, a draft copy of Sources and Uses of Funds, Form SC-36;

5. If there are changes to the timeline, accomplishments or the line item budget, draft copies of the Attachment C - Activity Work Plan pages;

6. If there are changes to the number of beneficiaries or accomplishments, including Unaddressed Need being added to the Agreement as Addressed Need, a copy of the Attachment B - Project Narrative;

7. If there is a change in the location of an activity, a copy of a revised map from the Application for Funding indicating the proposed changes;

8. If the changes being requested in the modification required that a public hearing be held, copies of the public hearing notice and the minutes from the hearing; and

9. For Economic Development subgrants, if a new Participating Party is being added to the Agreement, a copy of the Participating Party Agreement signed by the Recipient and the Participating Party.

(c) DEO will review the modification request, and if DEO approves the request, at DEO's sole and absolute discretion, then DEO shall transmit electronically the modification documents to the Recipient. The modification documents must be signed by the Recipient's Chief Elected Official or by a duly-authorized Recipient's employee, officer, or board member, as evidenced by a written resolution or similar document. The Recipient shall return three signed original modifications to DEO via regular mail for DEO's review and signature.

(5) Records.

(a) The Recipient's performance under this Agreement shall be subject to 2 C.F.R. part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

(b) Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, or representatives of the Federal government and their duly authorized representatives shall have access to any of the Recipient's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

(c) The Recipient shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.

(d) The Recipient will provide a financial and compliance audit to DEO, if applicable, and ensure that all related party transactions are disclosed to the auditor.

(e) The Recipient shall retain sufficient records on-site to show its compliance with the terms of this Agreement, and the compliance of all subrecipients, contractors, subcontractors, and consultants paid from funds under this Agreement, for a period of six years from the date DEO issues the final closeout (as defined in rule 73C-23.0031(14), F.A.C.) for this award. The Recipient shall ensure that audit working papers are available upon request for a period of six years from the date this Agreement is final closed, unless extended in writing by DEO. The six-year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the six-year period expires, and extends beyond the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for six years after final disposition.
3. Records relating to real property acquired shall be retained for six years after the closing on the transfer of title.

(f) The Recipient shall maintain all records and supporting documentation for the Recipient and for all subrecipients, contractors, subcontractors, and consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Scope of Work and all other applicable laws and regulations.

(g) The Recipient shall either (i) maintain all funds provided under this Agreement in a separate bank account (the Recipient shall maintain all funds advanced under this Agreement in a separate bank account) or (ii) the Recipient's accounting system shall have sufficient internal controls to separately track the expenditure of all funds from this Agreement (this option is not allowed for advanced funds). There shall be no commingling of funds provided under this Agreement with any other funds, projects, or programs. "Commingling" of funds is distinguishable from "blending" of funds, which is specifically allowed by law. DEO may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein, in Subparagraph (19)(e), Repayments.

(h) The Recipient, its employees or agents, including all subrecipients, contractors, subcontractors, and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, or representatives of the Federal government and their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday.

(i) The Recipient shall include the aforementioned audit and record keeping requirements in all approved subrecipient subcontracts and assignments.

(6) Audit Requirements.

(a) The Recipient shall conduct a single or program-specific audit in accordance with the provisions of 2 C.F.R. part 200 if it expends \$750,000 or more in Federal awards from all sources during its fiscal year.

(b) The requirements listed in Attachment J, Part II: State Funded, are not applicable to this subgrant agreement, which is a Federal pass-through award.

(c) Within 60 calendar days of the close of the fiscal year, on an annual basis, the Recipient shall electronically submit a completed Audit Compliance Certification, a blank version of which is attached hereto as Attachment K, to audit@deo.myflorida.com. The Recipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and the Recipient. This form is in addition to the Audit Certification Memo, Form SC-47, that must be sent to DEO if an audit is not required because the local government spent less than \$750,000 in Federal funds during the fiscal year.

(d) In addition to the submission requirements listed in Attachment J, the Recipient should send an electronic copy of its audit report or an Audit Certification Memo, Form SC-47, by June 30 following the end of each fiscal year in which it had an open CDBG subgrant to the grant manager listed in Paragraph (14) Notice and Contact. The forms referenced in this Agreement are available online at www.FloridaJobs.org/CDBGRecipientInfo or upon request from the grant manager listed in Paragraph (14) Notice and Contact.

(7) Reports.

The Recipient shall provide DEO with all reports and information as set forth in Attachment H. The quarterly and administrative closeout reports must include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement. The Recipient shall provide any additional program updates or information upon request by DEO. If all required reports and copies are not sent to DEO or are not completed in a manner acceptable to DEO, payments may be withheld until the reports are properly completed, or DEO may take other action as stated in Paragraph (11) Remedies or otherwise allowable by law.

(8) Monitoring.

(a) The Recipient shall monitor its performance under this Agreement, including the performance of any subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that the project activities are being accomplished within the specified time periods included in Attachment C - Activity Work Plan and that other performance goals are being achieved. The Recipient shall perform a review for each function or activity in Attachment A - Project Detail Budget and Deliverables and Attachment C - Activity Work Plan, and shall include the results in the quarterly report.

(b) In addition to reviews of audits conducted in accordance with Paragraph (6) Audit Requirements, monitoring procedures may include, but are not limited to, on-site visits by DEO staff and limited scope audits. The Recipient shall comply and cooperate with any monitoring deemed appropriate by DEO. If DEO determines a limited scope audit of the Recipient is appropriate, the Recipient shall comply with any additional instructions provided by DEO to the Recipient regarding such audit. The Recipient shall comply and cooperate with any inspections, reviews, investigations, audits, or hearings deemed necessary by HUD, the Comptroller General of the United States, the Florida Chief Financial Officer, or Auditor General, in accordance with section 20.055(5), Florida Statutes (F.S.), or any Federal Office of the Inspector General.

(c) DEO shall monitor the Recipient's performance through desk monitorings and on-site monitoring visits. The Recipient shall always and contemporaneously maintain at Recipient's work sites and make available to DEO immediately upon DEO's request all Subgrant's records and documentation, including but not limited to: all Recipient's consultants' work products produced in contemplation of this Agreement for Recipient's Application and pertinent to this Agreement and its implementation. The Recipient shall supply data and make records available as necessary for DEO staff to complete an accurate evaluation of contracted activities. DEO will issue a monitoring report to the Recipient after each monitoring event. The Recipient shall reply in writing to any monitoring findings or concerns that require a response within 45 days of its receipt of DEO's monitoring report. DEO will clear any findings or concerns in writing once the Recipient has successfully addressed them. DEO will reject a Recipient's financial reimbursement request if a required response to a monitoring report is late.

(9) Liability.

(a) If the Recipient is a state agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

(b) The Recipient is solely responsible to the parties it deals with in carrying out the terms of this Agreement, and shall hold DEO harmless against all claims of whatever nature by third parties arising from the work and services performed under this Agreement. For purposes of this Agreement, the Recipient agrees that it is not an employee or agent of DEO, but is an independent contractor.

(c) If the Recipient is a state agency or subdivision, as defined in section 768.28, F.S., then the Recipient agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against DEO, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, F.S. Nothing herein is intended to serve as a waiver of sovereign immunity by the Recipient if sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any agreement, subrecipient agreement, contract, or subcontract.

(10) Events of Default.

If any of the following events occur (“Events of Default”), DEO may, in its sole discretion, elect to terminate any obligation to make any further payment of funds, exercise any of the remedies set forth in Paragraph (11) Remedies, or pursue any remedy at law or in equity, without limitation. DEO may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in the Recipient’s Application for Funding, this Agreement, or any previous agreement with DEO is or becomes false or misleading in any respect, notwithstanding any knowledge on the part of DEO of any untruth of any such representation or warranty, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with DEO and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If any material adverse change occurs in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure this adverse change within 30 calendar days from the date written notice is sent by DEO;

(c) If the Recipient fails to submit any required report, or submits any required report with incorrect, incomplete, or insufficient information, or fails to submit additional information as requested by DEO; or

(d) If the Recipient has failed to perform, or timely complete, any of its obligations under this Agreement, including attending DEO’s Implementation Workshop.

(11) Remedies.

If an Event of Default occurs, then DEO shall, upon 30 calendar days written notice to the Recipient and upon the Recipient’s failure to cure within those 30 calendar days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement upon 24-hour written notice from the date notice is sent by DEO, in conformity with Paragraph (14) Notice and Contact;

(b) Begin any appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Demand that the Recipient return to DEO any funds used for ineligible activities or unallowable costs under this Agreement or any applicable law, rule, or regulation governing the use of the funds; or

(e) Exercise any corrective or remedial actions, including but not limited to:

1. Request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance;

2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected; or

3. Advise the Recipient to suspend, discontinue, or refrain from incurring costs for any activities in question.

(f) Pursuing any of the above remedies does not preclude DEO from pursuing any other remedies in this Agreement or provided at law or in equity. Failure to exercise any right or remedy in this Agreement, or failure to insist upon strict performance by DEO will not affect, extend, or waive any other right or remedy available to DEO, or affect the later exercise of the same right or remedy by DEO for any other default by the Recipient.

(12) Dispute Resolution.

Disputes concerning the performance of the Agreement shall be decided by DEO, which shall reduce the decision to writing and serve a copy on the Recipient. The decision will be final and conclusive unless within 21 days from the date of receipt, the Recipient files a petition for administrative hearing with DEO. DEO's decision on the petition shall be final, subject to the Recipient's right to review pursuant to chapter 120, F.S. Exhaustion of administrative remedies is an absolute condition precedent to the Recipient's ability to pursue any other form of dispute resolution; provided however, that the Parties may mutually agree to employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

(13) Termination.

(a) DEO may suspend or terminate this Agreement for cause upon 24-hour written notice, from the date notice is sent by DEO. Cause includes, but is not limited to the Recipient's: improper or ineffective use of funds provided under this Agreement; fraud; lack of compliance with any applicable rules, regulations, statutes, executive orders, HUD guidelines, policies or directives, or laws; failure, for any reason, to timely and/or properly perform any of the Recipient's obligations under this Agreement; submission of reports that are incorrect or incomplete in any material respect; and refusal to permit public access to any document, paper, letter, or other material subject to disclosure under law, including chapter 119, F.S., as amended. The Recipient shall not be entitled to recover any cancellation charges or unreimbursed costs.

(b) DEO may terminate this Agreement, in whole or in part, for convenience by providing the Recipient 14-days written notice from the date notice is sent by DEO, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, DEO determines that the remaining portion of the award will not accomplish the purpose for which the award was made, DEO may terminate the portion of the award which will not accomplish the purpose for which the award was made. The Recipient shall continue to perform any work not terminated. The Recipient shall not be entitled to recover any cancellation charges or unreimbursed costs for the terminated portion of work.

(c) The Parties may terminate this Agreement for their mutual convenience in writing, agreed upon by the Parties. The termination must include the effective date of the termination.

(d) If this Agreement is terminated, the Recipient shall not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient shall cancel as many outstanding obligations as possible. DEO shall disallow all costs incurred after the Recipient's receipt of the termination notice. The Recipient shall not be relieved of liability to DEO because of any breach of the Agreement by the Recipient. DEO may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due DEO from the Recipient is determined.

(e) The rights and remedies under this clause are in addition to any other rights or remedies provided by law or under this Agreement.

(14) Notice and Contact.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement.

(b) The name and address of the grant manager for this Agreement is:

Ginger Waters, Government Operations Consultant II
 Florida Small Cities CDBG Program
 Department of Economic Opportunity
 107 East Madison Street – MSC 400
 Tallahassee, Florida 32399-6508
 Telephone: (850) 717-8410 – Fax: (850) 922-5609
 Email: Ginger.Waters@deo.myflorida.com

(c) The name and address of the Local Government Project Contact for this Agreement is:

Terry Dykehouse
City of Clermont
685 W. Montrose Street
Clermont, Florida, 34712
Telephone: (352) 394-7177 - Fax: (352) 394-8776
Email: tdykehouse@clermontfl.org

(d) If different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as stated in (14)(a) above.

(15) Contracts.

(a) If the Recipient contracts any of the work required under this Agreement, a copy of the proposed contract, and any proposed amendments, extensions, revisions or other changes thereto, must be forwarded to DEO for prior written approval. For each contract, the Recipient shall report to DEO as to whether that contractor, or any subcontractors hired by the contractor, is a minority vendor, as defined in section 288.703, F.S. Documentation must also be maintained on-site by the subgrant Recipient. The Recipient shall include the following conditions in any contract:

1. that the contractor is bound by the terms of this Agreement;
2. that the contractor is bound by all applicable State and Federal laws, rules, and regulations;
3. that the contractor shall hold DEO and the Recipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement;
4. provisions addressing bid, payment, and performance bonds, if applicable, and liquidated damages. The Recipient shall document in the quarterly report the contractor's progress in performing its work under this Agreement; and
5. the contractor shall include the foregoing provisions in any contract for the performance of any work contemplated by this Agreement.

(b) For any contract that the Recipient executes for administrative services with a consultant that produced work products in contemplation of this Agreement for Recipient's Application and pertinent to this Agreement and its implementation, the Recipient shall include the following conditions:

1. that all original income survey forms shall be turned over to the Recipient; and
2. that copies of any spreadsheets produced to compile survey results shall be given to the Recipient.

(16) Terms and Conditions.

This Agreement, and the attachments and exhibits hereto, contains all the terms and conditions agreed upon by the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

(17) Attachments.

(a) If any inconsistencies or conflict between the language of this Agreement and the attachments arise, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

- (b) This Agreement contains the following attachments:

Attachment A – Project Detail Budget and Deliverables

Attachment B – Project Narrative

Attachment C – Activity Work Plan

Attachment D – Program and Special Conditions

Attachment E – Category Specific Conditions for Neighborhood Revitalization

Attachment F – State and Federal Statutes, Regulations, and Policies

Attachment G – Civil Rights Requirements

Attachment H – Reports

Attachment I – Warranties and Representations

Attachment J – Audit Requirements

Exhibit 1 to Attachment J – Funding Sources

Attachment K – Audit Compliance Certification

(18) Funding/Consideration.

(a) The funding for this Agreement shall not exceed \$750,000, subject to the availability of funds. The State of Florida and DEO's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with chapter 216 F.S., or the Florida Constitution.

(b) DEO will provide funds to the Recipient by issuing a Notice of Subgrant Award/Fund Availability ("NFA") through DEO's financial management information system. Each NFA may contain specific terms, conditions, assurances, restrictions, or other instructions applicable to the funds provided by the NFA. By accepting funds made available through an NFA, the Recipient agrees to comply with all terms, conditions, assurances, restrictions, or other instructions listed in the NFA.

(c) The Recipient hereby certifies to DEO that written administrative procedures, processes, and fiscal controls are in place for the operation of its CDBG program for which the Recipient receives funds from DEO. The written administrative procedures, processes, and fiscal controls described in this paragraph must, at minimum, comply with applicable state and federal law, rules, regulations, guidance, and the terms of this Agreement. DEO has included, and the Recipient shall perform, any necessary special conditions added to Attachment D by DEO, where DEO's grant manager determined at the site visit that any of the Recipient's procedures were deficient.

(d) The Recipient shall expend funds only for allowable costs and eligible activities, and in accordance with the Scope of Work.

(e) The Recipient shall request all funds in the manner prescribed by DEO. The authorized signatory for the Recipient set forth on the SERA Access Authorization Form, provided by DEO, must approve the submission of payment requests on behalf of the Recipient.

(f) Except as set forth herein, or unless otherwise authorized in writing by DEO, costs incurred for eligible activities or allowable costs prior to the effective date of this Agreement are ineligible for funding with CDBG funds.

(g) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budget, the Florida Legislature, the State Chief Financial Officer, or under Subparagraph (20)(i), Mandated Conditions, of this Agreement, all obligations on the part of DEO to make any further payment of funds will terminate, and the Recipient shall submit its administrative closeout report and subgrant agreement closeout package within 30 calendar days of receiving notice from DEO.

(h) The Recipient is ultimately responsible for the administration of this Agreement, including monitoring and oversight of any person or entity retained or hired by the Recipient to complete any Project Implementation Deliverables listed in Attachment B. The Recipient shall send a representative, either an employee or an elected official, to DEO's Implementation Workshop for the funding cycle so that it learns its responsibilities under the Agreement. DEO shall reimburse the travel costs of the representative in accordance with section 112.061, F.S. Failure to send a representative to the Implementation Workshop is an Event of Default as set forth in Paragraph (10) Events of Default.

(19) Repayments.

(a) The Recipient shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. The Recipient shall ensure that its subrecipients, contractors, subcontractors, and consultants only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. Pursuant to 24 C.F.R. § 570.489(b), the Recipient may request reimbursement for eligible application preparation costs that were listed in the Recipient's Application for Funding.

(b) In accordance with section 215.971, F.S., the Recipient shall refund to DEO any unobligated funds which have been advanced or paid to the Recipient.

(c) The Recipient shall refund to DEO any funds paid in excess of the amount to which the Recipient or its contractors, subcontractors, or consultants are entitled under the terms and conditions of this Agreement.

(d) The Recipient shall refund to DEO any funds received for an activity if the activity does not meet one of the three National Objectives listed in 24 C.F.R. § 570.483(b), (c) and (d); provided however, the Recipient is not required to repay funds for subgrant administration unless DEO, in its sole discretion, determines the Recipient is at fault for the ineligibility of the activity in question.

(e) The Recipient shall refund to DEO any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to DEO, by the Recipient, within 30 calendar days after DEO has notified the Recipient of such non-compliance.

(f) In accordance with section 215.34(2), F.S., if a check or other draft is returned to DEO for collection, the Recipient shall pay to DEO a service fee of \$15.00 or five percent of the face amount of the returned check or draft, whichever is greater. All refunds or repayments to be made to DEO under this Agreement are to be made payable to the order of "Department of Economic Opportunity" and mailed directly to DEO at the following address:

Department of Economic Opportunity
Community Development Block Grant Programs
Cashier
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508

(20) Mandated Conditions.

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in its Application for Funding, in this Agreement, in any later submission or response to a DEO request, or in any submission or response to fulfill the requirements of this Agreement. All said information, representations, and materials are incorporated by reference. DEO may terminate this Agreement upon 24-hours written notice if any information, representation, or material submitted by the Recipient is inaccurate or false.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. The Parties explicitly waive any right to jury trial. If any provision of this Agreement conflicts with any applicable statute or rule, or is unenforceable, then that provision shall be null and void only to the extent of the conflict or unenforceability, and that provision shall be severable from, and shall not invalidate, any other provision of this Agreement.

(c) Any power of approval or disapproval granted to DEO under the terms of this Agreement shall survive the term of this Agreement.

- (d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.
- (e) The Recipient shall comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. § 12101 *et seq.*) and the Florida Civil Rights and Fair Housing Acts (§§ 760.01 – 760.37, F.S.), which prohibit discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, state and local government services, and telecommunications.
- (f) Pursuant to section 287.133(2)(a), F.S., a person or affiliate, as defined in section 287.133(1), F.S., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of \$35,000 for a period of 36 months following the date of being placed on the convicted vendor list. The Recipient warrants that neither it nor any of its affiliates is currently on the convicted vendor list. The Recipient shall disclose if it or any of its affiliates is placed on the convicted vendor list.
- (g) Pursuant to section 287.134(2)(a), F.S., an entity or affiliate, as defined in section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. The Recipient warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. The Recipient shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.
- (h) If the Recipient is not a local government or state agency and it receives funds under this Agreement from the Federal government, the Recipient certifies, to the best of its knowledge and belief, that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
 2. Have not, within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any offenses enumerated in Subparagraph (20)(h)2., Mandated Conditions, of this Agreement; and
 4. Have not within a five-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
5. If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement. In addition, the Recipient shall send a completed Form SC-37, Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions), to DEO for each contractor, and a completed Form SC-38, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (Subcontractor), to DEO for each subcontractor. A completed Form SC-37 must be received by DEO before the Recipient enters into a contract with the respective contractor, and a completed Form SC-38 must be received by DEO before a contractor enters into a subcontract with the respective subcontractor.
- (i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted and reimbursed in accordance with section 112.061, F.S., the rules promulgated thereunder, and 2 C.F.R. § 200.474.

(k) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to DEO or be applied against DEO's obligation to pay the Agreement award amount.

(l) The Recipient is subject to Florida's Government in the Sunshine Law (section 286.011, F.S.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, F.S.

(m) The Recipient shall comply with section 519 of Public Law 101-144 and section 906 of Public Law 101-625 by having, or adopting within 90 days of execution of this Agreement, and enforcing, the following:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. 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 non-violent civil rights demonstrations within its jurisdiction.

(n) Upon expiration or termination of this Agreement the Recipient shall transfer to DEO any CDBG funds on hand at the time of expiration or termination, and any accounts receivable attributable to the use of CDBG funds.

(o) Any real property under Recipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the subrecipient in the form of a loan) in excess of \$25,000 must either:

1. Be used to meet a national objective until five years after expiration or termination of this Agreement, unless otherwise agreed upon by the Parties, or except as otherwise set forth herein; or

2. If not used to meet a national objective, Recipient shall pay to DEO an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition or improvement of the property, for five years after expiration or termination of this Agreement.

(21) Lobbying Prohibition.

(a) No funds or other resources received from DEO under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions; and

3. The Recipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose as described in this Paragraph (21), above.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(22) Copyright, Patent, and Trademark.

(a) Any and all patent rights accruing under or in connection with the performance of this agreement are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this Agreement are hereby transferred by the Recipient to the State of Florida.

(b) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(c) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to DEO for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify DEO. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(d) Within 30 calendar days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists, and DEO shall have the right to all patents and copyrights which accrue during performance of the Agreement.

(23) Legal Authorization.

(a) The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient certifies that the undersigned person has the authority to legally execute and bind the Recipient to the terms of this Agreement. DEO may, at its discretion, request documentation evidencing the undersigned has authority to bind the Recipient to this Agreement as of the date of execution; any such documentation is incorporated herein by reference.

(b) The Recipient warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation, or any other legal or financial condition that would in any way prohibit, restrain, or diminish the Recipient's ability to satisfy its Agreement obligations. The Recipient shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of the Agreement.

(24) Public Record Responsibilities.

(a) In addition to the Recipient's responsibility to directly respond to each request it receives for records made or received by the Recipient in conjunction with this Agreement and to provide the applicable public records in response to such request, the Recipient shall notify DEO of the receipt and content of such request by sending an email to PRRequest@deo.myflorida.com within one business day from receipt of such request.

(b) The Recipient shall keep and maintain public records, on-site as required by DEO, to perform the Recipient's responsibilities hereunder. The Recipient shall, upon request from DEO's custodian of public records, provide DEO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by chapter 119, F.S., or as otherwise provided by law. The Recipient shall allow public access to all documents, papers, letters or other materials made or received by the Recipient in conjunction with this Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. For records made or received by the Recipient in conjunction with this Agreement, the Recipient shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S. For all such requests for records that are public records, as public records are defined in section 119.011, F.S., the Recipient shall be responsible for providing such public records per the cost structure provided in chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law.

(c) This Agreement may be terminated by DEO for refusal by the Recipient to comply with Florida's public records laws or to allow public access to any public record made or received by the Recipient in conjunction with this Agreement.

(d) If, for purposes of this Agreement, the Recipient is a “contractor” as defined in section 119.0701(1)(a), F.S. (“Recipient-contractor”), the Recipient-contractor shall transfer to DEO, at no cost to DEO, all public records upon completion including termination, of this Agreement, or keep and maintain public records required by DEO to perform the service. If the Recipient-contractor transfers all public records to the public agency upon completion of the Agreement, the Recipient-contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Recipient-contractor keeps and maintains public records upon completion of the Agreement, the Recipient-contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DEO, upon request from DEO’s custodian of public records, in a format that is compatible with the information technology systems of DEO.

(e) If DEO does not possess a record requested through a public records request, DEO shall notify the Recipient-contractor of the request as soon as practicable, and the Recipient-contractor must provide the records to DEO or allow the records to be inspected or copied within a reasonable time. If the Recipient-contractor does not comply with DEO’s request for records, DEO shall enforce the provisions set forth in this Agreement. A Recipient-contractor who fails to provide public records to DEO within a reasonable time may be subject to penalties under section 119.10, F.S.

(f) The Recipient shall notify DEO verbally within 24 chronological hours and in writing within 72 chronological hours if any data in the Recipient’s possession related to this Agreement is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. The Recipient shall cooperate with DEO, in taking all steps as DEO deems advisable, to prevent misuse, regain possession, or otherwise protect the State’s rights and the data subject’s privacy.

(g) The Recipient acknowledges that DEO is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents the Recipient submits to DEO under this Agreement constitute public records under Florida Statutes. The Recipient shall cooperate with DEO regarding DEO’s efforts to comply with the requirements of chapter 119, F.S.

(h) If the Recipient submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by the Recipient prior to submittal to DEO. Failure to identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to submittal of the record to DEO serves as the Recipient’s waiver of a claim of exemption. The Recipient shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Recipient-contractor does not transfer the records to DEO upon completion, including termination, of the Agreement.

(i) IF THE RECIPIENT-CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT-CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via email at PRRequest@deo.myflorida.com, or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

(j) To the extent allowable by law, the Recipient shall be fully liable for the actions of its agents, employees, partners, subrecipients, contractors, and subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to public record requests or public record law violation(s), alleged to be caused in whole or in part by the Recipient, its agents, employees, partners, subrecipients, contractors, or subcontractors, provided, however, that the Recipient does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or DEO. DEO, in its sole discretion, has the right, but the not obligation, to enforce this indemnification provision.

(k) DEO does not endorse any Recipient, commodity, or service. No public disclosure or news release pertaining to this Agreement shall be made without the prior written approval of DEO. The Recipient is prohibited from using Agreement information, or DEO customers in sales brochures or other promotions, including press releases, unless prior written approval is obtained from DEO.

(l) The Recipient shall comply with the requirements set forth in section 119.0701, F.S., when entering into any public agency contract for services after the Effective Date of this Agreement. The Recipient shall amend each of the Recipient's public agency contracts for services already in effect as of the Effective Date of this Agreement and which contract will or may be funded in whole or in part with any public funds. DEO may terminate this Agreement if the Recipient does not comply with this provision.

(25) Employment Eligibility Verification.

(a) Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires DEO contracts in excess of nominal value to expressly require the Recipient to:

1. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the Agreement term; and,
2. Include in all contracts under this Agreement the requirement that contractors, subcontractors, consultants and subrecipients performing work or providing services pursuant to this Agreement use the E-Verify system to verify the employment eligibility of all new employees hired by the contractors, subcontractors, consultants and subrecipients during the term of the contract.

(b) The Department of Homeland Security's E-Verify system can be found at:

<https://www.e-verify.gov/>

(c) If the Recipient does not have an E-Verify Memorandum of Understanding in effect, the Recipient must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

(26) Program Income.

(a) The Recipient shall report to DEO all program income (as defined at 24 C.F.R. § 570.489(e)) generated by activities carried out with CDBG funds made available under this Agreement as part of the Recipient's Quarterly Progress Report, Form SC-65. The Recipient shall use program income in accordance with the applicable requirements of 2 C.F.R. part 200, 24 C.F.R. part 570, sections 290.046-290.048, F.S., chapter 73C-23.0051, F.A.C., and the terms of this Agreement.

(b) The Recipient shall return all program income generated after closeout to DEO. The Recipient shall return all program income generated prior to closeout to DEO unless the program income is used to fund additional units of CDBG activities, specified in a modification to this Agreement, and duly executed prior to administrative closeout. DEO or the State may require remittance of all or a portion of any balance of a Recipient's program income at the end of a program year.

(27) Independent Contractor.

(a) In the Recipient's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that the Recipient is always acting and performing as an independent contractor. Nothing in this Agreement is intended to or shall be deemed to constitute an employer/employee relationship, partnership or joint venture between the Parties. The Recipient shall always remain an independent contractor with respect to the services to be performed under this Agreement.

(b) The Recipient, its officers, agents, employees, subcontractors, or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, agent, joint venturer, or partner of the State of Florida. Nor shall the Recipient represent to others that, as the Recipient, it has the authority to bind DEO unless specifically authorized to do so.

(c) Neither the Recipient, nor its officers, agents, employees, subcontractors, or assignees are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.

(d) The Recipient agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, servant, joint venturer, or partner of the State of Florida.

(e) Unless justified by the Recipient, and agreed to by DEO in the Scope of Work, DEO will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial, or clerical support) to the Recipient or its subcontractor or assignee.

(f) DEO shall not be responsible for withholding taxes with respect to the Recipient's use of funds under this Agreement. The Recipient shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The Recipient shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

(g) The Recipient, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

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State of Florida
Department of Economic Opportunity
Federally Funded Subgrant Agreement
Signature Page

Subgrant Contract Number: 19DB-ON-06-45-02-N 17

FLAIR Contract Number: H2363

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth above and in all Attachments and Exhibits hereto, the Parties, through their duly-authorized representatives, sign this Agreement and represent and warrant that they have read and understand the Agreement and Attachments and Exhibits' terms and conditions on the day, month, and year set forth below.

City of Clermont

Department of Economic Opportunity

By: _____ Date: _____ By: _____ Date: _____
(Authorized Signature) (Authorized Signature)

Name: _____ Gail L. Ash Name: _____ Julie A. Dennis

Title: _____ Mayor Title: _____ Director, Division of Community Development

Federal Tax ID#: _____ 59-6000290

DUNS#: _____ 937993855

Approved as to form and legal sufficiency,
subject only to the full and proper execution
by the Parties

Office of the General Counsel
Department of Economic Opportunity

By: _____

Approved Date: _____

Attachment A – Project Detail Budget and Deliverables

Recipient: City of Clermont **Modification Number:** N/A **Contract Number:** 19DB-ON-06-45-02-N17

Activity		Accomplishments		Beneficiaries				Budget			
Activity #	Description	Unit	Number	VLI	LI	MI	All	CDBG Amount	Other Funds	Source*	Total Funds
1. Project Implementation											
21A	Administration							\$60,000			\$60,000
2. Construction											
03I	Flood and Drainage Improvements	LF	1,290	19	2	3	28	\$369,000			\$369,000
03J	Water Line Replacement	LF	9,880	170	75	80	378	\$321,000	\$634,400	1	\$955,400
Totals:								\$750,000	\$634,400		\$1,384,400

* Show the sources and amounts of “Other Funds” needed to complete the project below, including local funds, grants from other agencies and program income.

Source	Other Funds Counted as Leverage	Other Funds Not Counted as Leverage
1. Water and Sewer Enterprise Fund	\$50,000	\$584,400
2.		
3.		
4.		
5.		

Attachment A – Project Detail Budget and Deliverables

Recipient: City of Clermont **Modification Number:** N/A **Contract Number:** 19DB-ON-06-45-02-N17

Deliverable	Minimum Level of Service (to submit for request for payment)	Financial Consequences
Project Implementation The Recipient shall complete eligible project implementation tasks as detailed in Attachment B – Project Narrative. Total Deliverable 1 cost reimbursement not to exceed: \$60,000	The Recipient shall be reimbursed upon completion of a minimum of one project implementation task on a per completed task basis as detailed in Attachment B – Project Narrative; evidenced by invoice(s) noting completed tasks as well as payroll and other supporting documentation, as applicable.	Failure to perform the minimum level of service shall result in nonpayment for this deliverable for each payment request.
Deliverable	Minimum Level of Service (to submit for request for payment)	Financial Consequences
Construction The Recipient shall complete infrastructure construction as detailed in Attachment B – Project Narrative. Total Deliverable 2 cost reimbursement not to exceed: \$690,000	Following a draw for mobilization*, the Recipient shall be reimbursed upon completion of a minimum of 10 percent of overall project as detailed in Attachment B – Project Narrative. As evidence of percent completed, the Recipient shall provide AIA forms G702/G703 or similar DEO-approved industry-standard forms, signed by the contractor and certified by the engineer performing inspection services for the project, documenting the costs for which reimbursement is being requested, and noting overall percent completion of the project. * Mobilization refers to a contractor's mobilization of equipment, materials and barriers to the work site(s).	Failure to perform the minimum level of service shall result in nonpayment for this deliverable for each payment request.

Attachment B – Project Narrative

The Recipient will use its \$750,000 CDBG Neighborhood Revitalization subgrant to complete the “Addressed Need” activities below, which include the replacement of existing water lines and flood and drainage improvements. CDBG funds will also be used to reimburse the cost of grant administration services. The Recipient has committed \$634,400 from its Water and Sewer Enterprise Fund as match. There are eight “Unaddressed Need” activities that could be brought into the Agreement if CDBG funds become available. None of the CDBG service areas are located in a flood zone.

The Recipient’s engineer has completed plans and specifications for the primary project and has applied for all required permits. Therefore, the Recipient is claiming “Readiness to Proceed” points.

Addressed Need

Service Area (SA) 1 - (CDBG - \$321,000 – Local Match \$634,400)

The residents of SA 1 experience low water pressure and low water volume due to the size, age and condition of the existing potable water lines. The activity that will take place in SA 1 will involve the replacement of the existing undersized potable water lines. The installation of the new water lines will include all components, including fire hydrants, valves and fittings and reconnection of services required for a complete installation. All of the water lines being replaced are interconnected.

The replacement of existing water lines will take place along:

- Scott Street between Pitt Street on the north and East Highland Avenue on the south, a distance of 1,900 Linear Feet (LF);
- Disston Avenue between Pitt Street on the north and East Highland Avenue on the south, a distance of 2,100 LF;
- East Broome Street between Scott Street on the east and Disston Avenue on the west, a distance of 620 LF;
- East Juniata Street between Scott Street on the east and Disston Avenue on the west, a distance of 620 LF;
- East Desoto Street between the eastern end of Desoto Street on the east and Disston Avenue on the west, a distance of 2,100 LF;
- East Montrose Street between Scott Street on the east and Disston Avenue on the west, a distance of 620 LF;
- East Minneola Avenue between Scott Street on the east and Disston Avenue on the west, a distance of 620 LF;
- Pitt Street between the intersection of Pitt Street and Shaddy Creek Lane on the east and Disston Avenue on the west, a distance of 1,300 LF.

The project activities listed above include homes served by the Recipient’s central water system. The 137 occupied households in SA 1 contain 378 people, of which 325 (85.98%) are low-to moderate-income (LMI). Thus, the LMI National Objective will be met.

SA 2 – (CDBG - \$369,900)

The existing stormwater drainage system in SA 2 has a surface sheet flow system that does not adequately drain stormwater during significant rain fall. The flood and drainage activity will involve installation of a new storm water collection system along Desoto Street which will include 1,290 LF of underground storm water improvements.

The project activity benefits the residents of 12 homes located on Desoto Street. The 12 occupied households in SA 2 contain 28 people, of which 24 (85.71%) are LMI. Thus, the LMI National Objective will be met.

Attachment B – Project Narrative

Unaddressed Need

The following activities are not currently funded in the Project Detail Budget. If CDBG funds remain available after the “Addressed Need” activities are procured, the Recipient has the option to request a modification to bring one or more of the “Unaddressed Need” activities into the Agreement.

SA 3 - (\$73,250)

If sufficient funding becomes available, the Recipient plans to install 2,040 LF of sidewalks that will be compliant with the American’s with Disability Act (ADA). The sidewalk activity will include the installation of five-foot wide ADA complaint sidewalks along portions of Disston Avenue.

SA 4 – (\$22,700)

If sufficient funding becomes available, the Recipient plans to install 970 LF of sidewalks that will be compliant with the ADA. The sidewalk activity will include the installation of five-foot wide ADA complaint sidewalks along portions of Scott Street.

SA 5 – (\$15,000)

If sufficient funding becomes available, the Recipient plans to install 620 LF of sidewalks that will be compliant with the ADA. The sidewalk activity will include the installation of five-foot wide ADA complaint sidewalks along portions of East Broome Street.

SA 6 – (\$15,000)

If sufficient funding becomes available, the Recipient plans to install 620 LF of sidewalks that will be compliant with the ADA. The sidewalk activity will include the installation of five-foot wide ADA complaint sidewalks along portions of East Juniata Street.

SA 7 – (\$31,500)

If sufficient funding becomes available, the Recipient plans to install 1,340 LF of sidewalks that will be compliant with the ADA. The sidewalk activity will include the installation of five-foot wide ADA complaint sidewalks along portions of East Desoto Street.

SA 8 – (\$29,000)

If sufficient funding becomes available, the Recipient plans to install 1,240 LF of sidewalks that will be compliant with the ADA. The sidewalk activity will include the installation of five-foot wide ADA complaint sidewalks along portions of East Montrose Street.

SA 9 – (\$29,000)

If sufficient funding becomes available, the Recipient plans to install 1,240 LF of sidewalks that will be compliant with the ADA. The sidewalk activity will include the installation of five-foot wide ADA complaint sidewalks along portions of East Minneola Avenue.

Attachment B – Project Narrative

SA 10 – (\$22,200)

If sufficient funding becomes available, the Recipient plans to install 950 LF of sidewalks that will be compliant with the ADA. The sidewalk activity will include the installation of five-foot wide ADA complaint sidewalks along portions of School Street.

Project Implementation Deliverable

Tasks that are eligible for reimbursement under the Project Implementation Deliverable are as follows:

- Paid application preparation costs,
- Develop policies for the Recipient to adopt related to special conditions listed in this subgrant agreement,
- Prepared list of minority and women business enterprise (MBE/WBE) firms that operate in the Recipient's area,
- Conducted activities related to the HUD-required environmental review,
- Prepared public notices for publication,
- Submitted public notices for publication,
- Maintained financial records related to project activities on-site,
- Conducted a Fair Housing activity,
- Attended prebid conference, bid opening or preconstruction meeting,
- Reviewed contractor payrolls and interview employees to determine compliance with the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland "Anti-kickback" Act,
- Reviewed Household Income Certification Forms for households being hooked up to new utility services,
- Maintained client files,
- Attended meetings of the Recipient's local governing body to provide progress reports on subgrant activities,
- Prepared documentation for and attend on-site monitoring visits by DEO,
- Prepared requests for funds for submission by the Recipient's authorized employee,
- Prepared subgrant modification documents for the Recipient to submit to DEO,
- Prepared the Administrative Closeout Report for submission by the Recipient,
- Prepare and submit detailed quarterly progress report, Section 3 or MBE/WBE report to DEO,
- Responded to citizen complaints,
- Prepared responses to monitoring findings and concerns for Recipient to submit to DEO or HUD,
- Paid advertising costs of public notices and invitations to bid,
- Paid permit fees,
- Paid legal fees,
- Paid invoices for environmental review activities other than advertising,
- Paid CDBG portion of required audit,
- Submitted requests for funds to DEO,
- Prepared subgrant modification documents, and
- Prepared the Administrative Closeout Report.

Attachment C – Activity Work Plan

Recipient: City of Clermont Activity: 21A - Administration Project Budget: \$60,000
 Contract Number: 19DB-ON-06-45-02-N17 Date Prepared: December 14, 2018 Modification Number: N/A

Start Date (month/year)	End Date (month/year)	Describe Proposed Action to be Completed by the “End Date.” <i>Examples of Actions:</i> Procure Administrator or Engineer, Complete Environmental Review and Obtain Release of Funds, Request Wage Decision, Complete and Submit Design and Specifications, Advertise for and Open Bids, Issue Notice to Proceed, Construction Completion (20, 40, 60, 80, and 100 percent or 25, 50, 75, and 100 percent), Complete Construction Procurement Process, Advertise Availability of Housing Rehabilitation Funds, Complete Rankings of Homes per HAP, Number of Houses Rehabilitated, and Submit Closeout Package to DEO.	Estimated Units to be Completed by the “End Date”	Estimated Funds to be Requested by the “End Date”
12/18	6/19	Submit Request for Release of Funds and Environmental Clearance		\$5,000
12/18	6/19	Submit any design changes required by permitting agencies for review DEO; receive DEO approval of the plans and specifications; request wage decision		\$10,000
7/19	8/19	Advertise and receive bids		\$15,000
9/19	10/19	Prepare construction procurement package and receive approval from DEO		\$20,000
11/19	12/19	Preconstruction conference held; Notice to Proceed issued; take preconstruction photos		\$25,000
1/20	4/20	Construction phase - 25% complete		\$30,000
5/20	8/20	Construction phase - 50% complete, take photos of construction activities		\$35,000
9/20	12/20	Construction phase - 75% complete, take photos of construction activities		\$45,000
1/21	4/21	Construction phase - 100% complete, take photos of completed construction activities		\$60,000
5/21	6/21	Submit DEO Administrative Closeout Package		

Attachment C – Activity Work Plan

Recipient: City of Clermont Activity: 03J - Water Line Replacement Project Budget: \$321,000
 Contract Number: 19DB-ON-06-45-02-N17 Date Prepared: December 14, 2018 Modification Number: N/A

Start Date (month/year)	End Date (month/year)	Describe Proposed Action to be Completed by the “End Date.” <i>Examples of Actions:</i> Procure Administrator or Engineer, Complete Environmental Review and Obtain Release of Funds, Request Wage Decision, Complete and Submit Design and Specifications, Advertise for and Open Bids, Issue Notice to Proceed, Construction Completion (20, 40, 60, 80, and 100 percent or 25, 50, 75, and 100 percent), Complete Construction Procurement Process, Advertise Availability of Housing Rehabilitation Funds, Complete Rankings of Homes per HAP, Number of Houses Rehabilitated, and Submit Closeout Package to DEO.	Estimated Units to be Completed by the “End Date”	Estimated Funds to be Requested by the “End Date”
11/19	12/19	Preconstruction conference held; Notice to Proceed issued; take preconstruction photos		
1/20	4/20	Construction phase - 25% complete	2,470 LF	\$80,250
5/20	8/20	Construction phase - 50% complete	4,940 LF	\$160,500
9/20	12/20	Construction phase - 75% complete	7,410 LF	\$240,750
1/21	4/21	Construction phase - 100% complete	9,880 LF	\$321,000
5/21	6/21	Submit DEO Administrative Closeout package		

Attachment C – Activity Work Plan

Recipient: City of Clermont Activity: 03I - Flood and Drainage Project Budget: \$369,000
 Contract Number: 19DB-ON-06-45-02-N17 Date Prepared: December 14, 2018 Modification Number: N/A

Start Date (month/year)	End Date (month/year)	Describe Proposed Action to be Completed by the “End Date.” <i>Examples of Actions:</i> Procure Administrator or Engineer, Complete Environmental Review and Obtain Release of Funds, Request Wage Decision, Complete and Submit Design and Specifications, Advertise for and Open Bids, Issue Notice to Proceed, Construction Completion (20, 40, 60, 80, and 100 percent or 25, 50, 75, and 100 percent), Complete Construction Procurement Process, Advertise Availability of Housing Rehabilitation Funds, Complete Rankings of Homes per HAP, Number of Houses Rehabilitated, and Submit Closeout Package to DEO.	Estimated Units to be Completed by the “End Date”	Estimated Funds to be Requested by the “End Date”
11/19	12/19	Preconstruction conference held; Notice to Proceed issued; take preconstruction photos		
1/20	4/20	Construction phase - 25% complete	325 LF	\$92,500
5/20	8/20	Construction phase - 50% complete	650 LF	\$184,750
9/20	12/20	Construction phase - 75% complete	975 LF	\$277,500
1/21	4/21	Construction phase - 100% complete	1,290 LF	\$369,000
5/21	6/21	Submit DEO Administrative Closeout package		

Attachment D – Program and Special Conditions

Program Conditions

1. The Recipient shall demonstrate that progress is being made in completing project activities in a timely fashion.
 - a. Within 120 calendar days of the subgrant award, the Recipient shall complete the following activities:
 - Request approval for all professional service contracts; and
 - Submit an initial payment request for administrative services, if applicable.
 - b. Within 180 calendar days of the subgrant award, the Recipient shall complete the following activities:
 - Complete the environmental review and submit the Request for Release of Funds and Certification (form HUD-7015.15) to DEO for review; and
 - Request a wage decision(s) using DEO form SC-56 for applicable construction activities if points were received on the application for “Readiness to Proceed;”
 - c. The Recipient shall advertise for its construction procurement within 30 calendar days after receiving its Authority to Use Grant Funds (form HUD-7015.16) and DEO’s written acceptance of the plans and specifications if Recipient received points for “Readiness to Proceed” on its Application for Funding.
 - d. If the Recipient did not receive points for “Readiness to Proceed,” it must request a wage decision(s) using DEO form SC-56 at least 30 days before advertising for its construction procurement.

Financial Consequences:

Failure to comply with any one of the conditions listed above within 15 business days after the specified due date will result in a financial consequence of \$1,000 and \$1,000 per month beyond the due date until the requirement is met; and loss of “Readiness to Proceed” points, where applicable, which will impact the overall score of the application. DEO shall deduct the amount of the assessed financial consequence from the disbursement amount due to Recipient. If Recipient has only one (1) instance of failure to comply with this agreement, DEO, in its sole discretion, may waive assessment of the financial consequence if the submittal is made within 15 business days of the due date.

A justification for the delay and a plan for timely accomplishment shall be submitted to DEO within 15 calendar days of the due date. Any subgrant agreement for which the Recipient has not completed two or more of the activities listed in a. through d. above shall be rescinded unless DEO agrees that the Recipient has provided adequate justification for the delay.

2. The Recipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the budget/activity line items as defined in Attachment A - Project Detail Budget and Deliverables and Attachment C - Activity Work Plan.
3. No costs may be incurred prior to the effective date of this Agreement, except for those eligible application preparation costs outlined in the original Small Cities CDBG Application for Funding submitted to DEO, unless pre-agreement costs were approved in writing by DEO.
4. The Recipient shall not exclude any firm from submitting a bid or proposal for any work funded partially or wholly with CDBG funds based on a minimum experience requirement. However, a firm’s experience can be considered as an evaluation factor in the ranking for professional services and taken into account in evaluating the “responsibility” of a firm when determining the “low, responsive, responsible bidder” for services procured through bids, as required by 2 C.F.R. § 200.319(a).

Attachment D – Program and Special Conditions

5. CDBG procurement for consultant services and construction activities requires public notice in a newspaper of general circulation in the county where the Recipient is located. The public notice shall include the following criteria for the procurement process to meet legal requirements and be approved:
 - a. If the notice is published in a newspaper that is located in an Office of Management and Budget (OMB) designated metropolitan statistical area (MSA), only one responsible and responsive bid or proposal is needed to complete the procurement process. If the notice is not published in a newspaper that is located in a MSA, at least three responsible and responsive bids or proposals must be received by the Recipient to complete the procurement process;
 - b. A Recipient, whose newspaper of general circulation is not located in a MSA, may advertise in both a local newspaper and a newspaper in a nearby MSA. In this case, only one responsible and responsive bid or proposal would be needed to complete the procurement process;
 - c. The public notice must be published at least 12 days before the deadline for receipt of the proposals or bids. For construction activities, the public notice period shall conform to section 255.0525, F.S. regarding the numbers of days between publishing the notice and bid opening;
 - d. Nothing in subparagraphs a., b., or c. above shall preclude the Recipient from using additional media to solicit bids related to procurement of professional services and construction activities;
 - e. Each public notice for procurement of CDBG professional services, except for application preparation, must identify either the CDBG funding cycle or the CDBG contract number. In the absence of any identifier, the procurement will be presumed to be for the CDBG funding cycle closest to the publication date of the notice;
 - f. In procuring services for subgrant administration, the public notice or the Request for Proposals must include all the criteria that will be used to evaluate and score the proposals. Any firm that assists the Recipient in developing or drafting criteria used in the Request for Proposals (RFP) shall be excluded from competing for the procurement as required by 2 C.F.R. § 200.319(a); and
 - g. Any RFP which includes more than one service shall provide the following:
 - Proposals may be submitted for one or more of the services;
 - Qualifications and proposals shall be separately stated for each service; and
 - Separate evaluations shall be done on the proposals for each service.

If separate procurements result in one firm being selected for both application and administration services, those services may be combined into one contract provided there are separate scopes of work and a separate fee for each service.
6. A written evaluation, such as a ranking sheet or narrative, shall be prepared for each proposal, ranking or comparing each proposal to the criteria in the published RFP.
7. The Recipient is not required to publish a RFP for subgrant administration if it decides to contract with its Regional Planning Council to administer the subgrant.
8. A Recipient whose application received “Readiness to Proceed” points may use the design engineer for services during construction if DEO determines that the procurement for design services is compliant with 2 C.F.R. part 200 and the RFP specifically included services during construction in the scope of work.
9. For construction procurement, if other funding sources will be included in the bid documents, the activities to be paid for with CDBG funds must be shown separately so that the bid proposal identifies the CDBG activities and the amount of the contract to be reimbursed with CDBG funding.

Attachment D – Program and Special Conditions

10. Construction contracts shall be awarded to the low, responsive and responsible bidder. If all bids exceed the available funds, the Recipient can apply one or more deductive bid alternates to determine the low, responsive and responsible bidder. The Recipient can reject all bids if they exceed the available funds and republish the notice.

11. The Recipient shall request approval of all professional services contracts and/or agreements that will be reimbursed with CDBG funds. Copies of the following procurement documents must be provided to DEO for review:
 - a. A copy of the Request for Proposals (RFP);
 - b. A copy of the RFP advertisement, including an affidavit of publication from the newspaper;
 - c. A list of entities to whom a notification of the RFP was provided by mail or fax (if applicable);
 - d. Documentation of all efforts to get MBE/WBE firms to submit proposals;
 - e. For engineering/architecture contracts, a list of firms that submitted a proposal (only if short-listing procedure was used);
 - f. Completed and signed final evaluation/ranking forms for all firms submitting a proposal and a scoring summary sheet;
 - g. A copy of the cost analysis for administrative services procurements, or if multiple responses to the RFP were received, a copy of the price analysis;
 - h. A copy of a cost analysis for all procurements of engineering services;
 - i. A copy of the minutes from the commission/council meeting approving contract award;
 - j. A copy of the proposed contract;
 - k. Truth-in-Negotiation certification (if not in the contract) for engineering contracts over \$150,000;
 - l. If a protest was filed, a copy of the protest and documentation of resolution;
 - m. The Recipient shall request DEO's approval of a single source procurement if only one firm was considered and the contract exceeds \$35,000. The Recipient shall not enter into a contract to be paid with CDBG funds based on a sole source or single proposal procurement without prior written approval from DEO. Failure to secure prior written approval shall relieve DEO of any obligation to fund the said procurement contract or agreement. DEO shall disallow any payments to the Recipient to fund any contract or agreement based on a sole source or single proposal procurement for which the Recipient has not obtained DEO's approval; and
 - n. If a regional planning council or another local government is selected to administer subgrant activities, the Recipient shall submit only a copy of the contract or agreement and cost analysis information.

DEO will either approve the procurement or notify the Recipient that the procurement cannot be approved because it violates State, Federal, or local procurement guidelines.

The Recipient shall notify DEO in writing no later than 90 calendar days from the effective date of this agreement if it will not be procuring any professional services or if it will be using non-CDBG funds to pay for professional services.

12. Prior to the obligation or disbursement of any funds, except for administrative expenses for all subgrants other than Economic Development subgrants, not to exceed \$5,000, and for Economic Development Grants, not to exceed \$8,000, the Recipient shall complete the following:
 - a. Submit for DEO's approval the documentation required in paragraph 11 above for any professional services contract. The Recipient proceeds at its own risk if more than the specified amount is incurred before DEO approves the procurement. If DEO does not approve the procurement of a professional services contract, the local government will not be able to use CDBG funds for that contract beyond \$5,000 [\$8,000 for Economic Development].

Attachment D – Program and Special Conditions

- b. Comply with 24 C.F.R. part 58, and the regulations implementing the National Environmental Policy Act, 40 C.F.R. §§ 1500-1508. When the Recipient has completed the environmental review process, it shall submit a Request for Release of Funds and Certification. DEO will issue an Authority to Use Grant Funds (form HUD-7015.16) when this condition has been fulfilled to the satisfaction of DEO. **The Recipient shall not commit funds or begin construction before DEO has issued the “Authority to Use Grant Funds.”**
13. The Recipient shall obtain approval from DEO prior to requesting CDBG funds for engineering activities and costs which are additional engineering services as defined in rules 73C-23.0031(1)(a)-(l), F.A.C.
14. The Recipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601-4655; hereinafter, the “URA”), implementing regulations at 24 C.F.R. part 42, 49 C.F.R. part 24 and 24 C.F.R. § 570.606(b), the requirements of 24 C.F.R. § 42.325 – 42.350 governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. § 5304(d)), and the requirements in 24 C.F.R. § 570.606(d), governing optional relocation assistance policies.

If the Recipient undertakes any activity subject to the URA, the Recipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including a notice to property owners of his or her rights under the URA, an invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that DEO can determine whether remedial action may be needed. The Recipient shall provide relocation assistance to displaced persons as defined by 24 C.F.R. § 570.606(b)(2), that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project.
15. For Neighborhood Revitalization, Commercial Revitalization and Economic Development projects, the Recipient shall, prior to being reimbursed for more than \$15,000 for administrative services, provide to DEO a copy of all engineering specifications and construction plans, if required, for the activities described in the Agreement. The Recipient shall also furnish DEO, prior to soliciting bids or proposals, a copy of bid documents for services and/or materials to provide those services and/or materials for construction activities when the bids are expected to exceed \$35,000. Additionally, the Recipient shall not publish any request for bids for construction purposes or distribute bid packages until DEO has provided its written acceptance of the engineering specifications, construction plans, and bid documents.
16. For each procured construction contract or agreement in the Neighborhood Revitalization, Commercial Revitalization and Economic Development categories for which CDBG funding will be requested, the Recipient shall submit the following procurement documents:
 - a. A copy of the bid advertisement, including an affidavit of publication;
 - b. Documentation of the Recipient’s efforts made to inform minority- and woman-owned businesses of the opportunity to bid on the construction contract;
 - c. A copy of the bid tabulation sheet;
 - d. A copy of the engineer’s recommendation to award;
 - e. A letter requesting sole source approval, if applicable;
 - f. A copy of the bid bond (five percent of the bid price) for the prime contractor(s) selected to do the work, and;
 - g. Completed copies of the following forms for all prime contractors and subcontractors:
 - Form SC-51 – Bidding Information and Contractor Eligibility;
 - Form SC-37 – Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions);

Attachment D – Program and Special Conditions

- Form SC-52 – Section 3 Participation Report (Construction Prime Contractor);
- Form SC-38 (if applicable) – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor);
- Form SC-53 (if applicable) – Section 3 Participation Report (Construction Subcontractor), and;
- Form SC-54 (if applicable) – Documentation for Business Claiming Section 3 Status

For each procured construction contract or agreement in Housing Rehabilitation projects for which CDBG funding will be requested, the Recipient shall submit the following procurement documents for all prime contractors and subcontractors:

- a. Form SC-37 – Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions);
 - b. Form SC-52 – Section 3 Participation Report (Construction Prime Contractor);
 - c. Form SC-38 (if applicable) – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor); and
 - d. Form SC-53 (if applicable) – Section 3 Participation Report (Construction Subcontractor).
17. For each procured construction contract or agreement in the Neighborhood Revitalization, Commercial Revitalization and Economic Development categories, if a job classification needed to complete a construction activity is not included in the Davis-Bacon Act wage decision that was previously obtained from DEO, the Recipient shall request an additional classification using Form SC-57 - Employee/Employer Wage-Scale Agreement after the construction contract has been awarded.
 18. For each Commercial Revitalization, Economic Development and Neighborhood Revitalization projects, when the Recipient issues the Notice to Proceed to the contractor(s), copies of the following documents shall be sent to DEO:
 - a. Notice to Proceed;
 - b. The contractor's performance bond (100 percent of the contract price) if the contract exceeds the Simplified Acquisition Threshold as listed in 2 C.F.R. § 200.88; and
 - c. The contractor's payment bond (100 percent of the contract price) if the contract exceeds the Simplified Acquisition Threshold as listed in 2 C.F.R. § 200.88.
 19. The Recipient shall undertake an activity each quarter to affirmatively further fair housing pursuant to 24 C.F.R. § 570.487(b)(4).
 20. All leveraged funds shall be expended concurrently and, to the extent feasible, proportionately with the expenditure of CDBG funds for the same activity. The Recipient shall document the expenditure of leveraged funds required for the points claimed in the application as it may have been amended through the completeness process and as reflected on the Project Detail Budget. All funds claimed for leverage shall be expended after the date that the Authority to Use Grant Funds is issued and prior to Recipient's submission of the administrative closeout package for this Agreement, except for the following costs:
 - Eligible administrative, engineering and environmental review costs expended after the site visit but prior to the date when the Authority to Use Grant Funds is issued, and
 - The CDBG portion of the cost of post-administrative closeout audits.
 21. The resulting product of any activity funded under this Agreement as amended shall be ineligible for rehabilitation or replacement with CDBG funds for a period of five years.

Attachment D – Program and Special Conditions

22. The Recipient shall ensure that a deed restriction is recorded on any real property or facility, excluding easements, acquired with CDBG funds. This restriction shall limit the use of that real property or facility to the use stated in the subgrant application and that title shall remain in the name of the Recipient. Such deed restriction shall be made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 C.F.R. § 570.505. Any future change of use of real property shall be in accordance with 24 C.F.R. § 570.489(j).
23. The Recipient shall comply with the historic preservation requirements of the National Historic Preservation Act of 1966, as amended, the procedures set forth in 36 C.F.R. part 800, and the Secretary of the Interior's Standards for Rehabilitation, codified at 36 C.F.R. 67, and Guidelines for Rehabilitating Historic Buildings.
24. Pursuant to section 102(b), Public Law 101-235, 42 U.S.C. § 3545, the Recipient shall update and submit Form HUD 2880 to DEO within 30 calendar days of the Recipient's knowledge of changes in situations which would require that updates be prepared. The Recipient must disclose:
 - a. All developers, contractors, consultants, and engineers involved in the application or in the planning, development, or implementation of the project or CDBG-funded activity; and
 - b. Any person or entity that has a financial interest in the project or activity that exceeds \$50,000 or 10 percent of the grant, whichever is less.
25. If required, the Recipient shall submit a final Form HUD 2880, to DEO with the Recipient's request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.
26. Conflicts of interest relating to procurement shall be addressed pursuant to 24 C.F.R. § 570.489(g). Title 24 C.F.R. § 570.489(h) shall apply in all conflicts of interest not governed by 24 C.F.R. § 570.489(g), such as those relating to the acquisition or disposition of real property; CDBG financial assistance to beneficiaries, businesses, or other third parties; or any other financial interest, whether real or perceived. Additionally, the Recipient agrees to comply with, and this Agreement is subject to, chapter 112 F.S., and rule 73C-23.0051(7), F.A.C.
27. Any payment by the Recipient using CDBG funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by DEO prior to distribution of the funds. Should the Recipient fail to obtain DEO pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG funds.
28. The Recipient shall take photographs of all activity locations from multiple angles prior to initiating any construction. As the construction progresses, additional photography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to DEO with the administrative closeout package for this Agreement.
29. If an activity is designed by an engineer, architect, or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.
25. If necessary, the Recipient shall retain sufficient administration funds to ensure internet access, including email, for the duration of the Agreement, including any time extensions. If the Recipient does not already have a computer designated to the person responsible for grant oversight, which is located in the program office and capable of internet access, administrative funds may be used as needed to obtain, at reasonable cost, a computer to allow internet access.

Special Conditions

Not Applicable.

Attachment E – Category Specific Conditions for Neighborhood Revitalization

1. The Recipient must meet a “National Objective” for each service area addressed with CDBG funds. If a National Objective is not met for a service area, all CDBG funds received for the activities conducted in that service area must be repaid.
2. If the Recipient installs water lines with CDBG funds for the purpose of fire protection, those lines shall only be converted to a potable water distribution system if the housing units of all low- and moderate-income families in the service area are hooked up to the potable water system at no cost to low- and moderate-income households. Hookups must be accomplished prior to or concurrent with conversion of the water lines to a potable water distribution system.
3. The Recipient is responsible for verifying and maintaining documentation that households receiving direct benefits, in the form of hookups to potable water and/or sewage collection lines, meet program requirements regarding the low- and moderate-income National Objective. The Recipient shall maintain homeowner files locally and at a minimum include the following:
 - a. The name of the owner, the address of the property, and family size;
 - b. The method and source documentation used to verify household income;
 - c. Documentation that the income of the household is below Section 8 income limits based on family size;
 - d. The method and source documentation used to verify home ownership; and
 - e. If rental property is involved, an acceptable five-year written agreement with the owner(s) related to affordability and subsequent rate increases.

The information must be maintained for review and verification during on-site monitoring visits.

4. The Recipient shall provide the following data in its Administrative Closeout Report for each CDBG-funded activity:
 - a. For activities which provide indirect benefits (e.g., road paving, water and sewer improvements, parks, fire protection), beneficiary data shall be provided for all residents of the households being served. For activities that provided direct benefits (e.g., utility hookups, housing rehabilitation, temporary relocation), beneficiary data shall be provided based solely on the head of household. The number of females and female heads of households, the number of handicapped persons, the number of elderly persons;
 - b. The number of moderate-income (MI), low-income (LI), and very low-income (VLI) beneficiaries proposed and actually served;
 - c. The name of each head of household, owner’s name (if different), and address of each housing unit hooked up to water or sewer service with CDBG funds, the date the construction was completed on the housing unit, and the amount of CDBG funds spent on that housing unit; and
 - d. The racial demographics and ethnicity of the head of each household using the following descriptions:

1) White,	7) Asian and White,
2) African American,	8) African American and White,
3) Asian,	9) American Indian/Alaskan Native and African
4) American Indian or Alaskan Native,	American, or
5) Native Hawaiian/Pacific Islander,	10) Other Multi-Racial; and
6) American Indian or Alaskan Native and	11) If the head of household is Hispanic
White	

Attachment F – State and Federal Statutes, Regulations, and Policies

The Recipient agrees to, and, by signing this Agreement, certifies that, it will comply with the requirements of 24 C.F.R. part 570, subpart I, and § 570.200(j) and § 570.606 (HUD regulations concerning State Community Development Block Grant Programs). The Recipient also agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available. The Recipient further agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement, including, but not limited to the following:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. part 200);
2. Florida Small Cities Community Development Block Grant Program Act (§§ 290.0401-290.048, F.S.);
3. Florida Small Cities Community Development Block Grant Program rules (chapter 73C-23, F.A.C.);
4. Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. §§ 5301-5321);
5. Rules and Procedures for Efficient Federal-State Funds Transfers (31 C.F.R. part 205);
6. Community Planning Act (§ 163.3164, F.S.);
7. Florida Small and Minority Business Assistance Act (§§ 288.703-288.706, F.S.);
8. CDBG Technical Memoranda (<https://www.hudexchange.info/community-development/cdbg-memoranda/>);
9. Applicable HUD Community Planning and Development Notices (<https://www.hudexchange.info/manage-a-program/cpd-notices>);
10. Single Audit Act Amendments of 1996 (31 U.S.C. §§ 7501-7507);
11. Environmental Review Procedures for Entities Assuming HUD Responsibilities (24 C.F.R. part 58);
12. Environmental Criteria and Standards (24 C.F.R. part 51);
13. Flood Disaster Protection Act of 1973, as amended (42 U.S.C. §§ 4001-4129), Floodplain Management and Protection of Wetlands (24 C.F.R. part 55), and Executive Orders 11988 (Floodplain Management) and 11990 (Protection of Wetlands);
14. National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4370h) and other provisions of law which further the purpose of this act;
15. National Historic Preservation Act of 1966, as amended (54 U.S.C. §§ 300301-320303), Protection of Historic Properties (36 C.F.R. part 800), and other provisions of law which further the purpose of this act;
16. Archaeological and Historic Preservation Act of 1974 and Reservoir Salvage Act of 1960, as amended (54 U.S.C. §§ 312501-312508);
17. Coastal Zone Protection Act of 1985 (§§ 161.52-161.58, F.S.);
18. Safe Drinking Water Act of 1974, as amended (42 U.S.C. §§ 1400-1465);
19. Federal Water Pollution Control Act of 1972, as amended (33 U.S.C. §§ 1251-1387);
20. Davis–Bacon Act of 1931, as amended (40 U.S.C. §§ 3141-3148) and Labor Standards Provisions of 29 C.F.R. part 5;
21. Contract Work Hours and Safety Standards Act of 1962, as amended (40 U.S.C. §§ 3701-3708);
22. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1975 (42 U.S.C. §§ 6901-6992k);
23. Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157) and the Uniform Accessibility Standards, as applicable;
24. Federal Fair Labor Standards Act of 1938, as amended (29 U.S.C. §§ 201-219);
25. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §§ 4601-4655), and the applicable rules for Federal and Federally-Assisted Programs at 49 C.F.R. part 24;
26. Copeland “Anti-Kickback” Act (18 U.S.C. § 874);
27. Hatch Act of 1939, as amended (5 U.S.C. §§ 1501-1508);
28. Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846); the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§ 4851–4856); and the applicable implementing regulations at 24 C.F.R. part 35 and 24 C.F.R. part 570, subparts A, B, J, K, and R;
29. Section 102 of HUD Reform Act of 1989 (42 U.S.C. § 3545) and HUD Reform Act regulations at 24 C.F.R. part 4;
30. False Claims Act (31 U.S.C. §§ 3729-3733);
31. Comprehensive Procurement Guideline for Products Containing Recovered Materials (40 C.F.R. part 247); and
32. Clean Air Act (42 U.S.C. §§ 7401-7671q), and National Primary and Secondary Ambient Air Quality Standards (40 C.F.R. part 50); and
33. Whistleblower Protection enacted by Section 828 of P.L. 112-239 and permanently extended under P.L. 114-261.

Attachment G – Civil Rights Requirements

Fair Housing

As a condition for the receipt of CDBG funds, each Recipient must certify that it will “affirmatively further fair housing” in its community. The Recipient shall demonstrate its commitment to affirmatively further fair housing by implementing the actions listed below.

Each Recipient shall do the following:

- 1) Have in place a fair housing resolution or ordinance that covers all Federally protected classes (race, color, familial status, handicap, national origin, religion, and sex);
- 2) Designate an employee as the Fair Housing Coordinator who is available during regular business hours to receive fair housing calls;
- 3) Publish the Fair Housing Coordinator’s contact information quarterly in a newspaper of general circulation in the Recipient’s jurisdiction so that people know who to call to ask fair housing questions or register a complaint. Alternatively, the Recipient can post the coordinator’s contact information throughout the quarter on the home page of its website;
- 4) Establish a system to record the following for each fair housing call:
 - a) The nature of the call,
 - b) The actions taken in response to the call,
 - c) The results of the actions taken, and
 - d) If the caller was referred to another agency, the results obtained by the referral agency;
- 5) Conduct at least one fair housing activity each quarter. Identical activities (see examples below) shall not be conducted in consecutive quarters; and
- 6) Display a fair housing poster in the CDBG Office. (This does not count as a fair housing activity.)

The Recipient shall ensure that the fair housing contact person has received training so that he/she can handle fair housing phone inquiries or refer the inquiries to the appropriate people/agencies. Records maintained by the contact will help the community do the following:

- Define where discriminatory practices are occurring,
- Help the community measure the effectiveness of its outreach efforts, and
- Provide the community with a means to gain information that can be used to design and implement strategies that will eliminate fair housing impediments.

Examples of fair housing activities include the following:

- Making fair housing presentations at schools, civic clubs, and neighborhood association meetings;
- Conducting a fair housing poster contest or an essay contest;
- Manning a booth and distributing fair housing materials at libraries, health fairs, community events, yard sales, and church festivals; and
- Conducting fair housing workshops for city/county employees, realtors, bank and mortgage company employees, insurance agents, and apartment complex owners.

Printing a fair housing notice on a utility bill is no longer accepted as a fair housing activity; however, mailing a DEO-approved fair housing brochure as an insert with utility bills will be accepted as an activity. Placing posters in public buildings does not meet the requirement for a fair housing activity.

The Recipient shall document its fair housing activities by keeping photographs, newspaper articles, sign-in sheets and copies of handouts in their CDBG project file and include information about the activities in the comment section of each quarterly report.

Attachment G – Civil Rights Requirements

Equal Employment Opportunity

As a condition for the receipt of CDBG funds, each Recipient must certify that it and the contractors, subcontractors, subrecipients and consultants that it hires with CDBG funds will abide by the Equal Employment Opportunity (EEO) Laws of the United States. The Recipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each Recipient shall do the following:

- 1) Have in place an equal employment opportunity resolution or ordinance that protects its applicants and employees and the applicants and employees of its contractors, subcontractors, subrecipients and consultants from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex, national origin, disability, age, or genetics;
- 2) Designate an employee as the EEO Coordinator who is available during regular business hours to receive EEO calls;
- 3) Publish the EEO Coordinator's contact information quarterly in a newspaper of general circulation in the Recipient's jurisdiction so that people know who to call to ask EEO questions or register a complaint. Alternatively, the Recipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
- 4) Establish a system to record the following for each EEO call:
 - a) The nature of the call,
 - b) The actions taken in response to the call, and
 - c) The results of the actions taken;

Each Recipient shall maintain a list of certified minority-owned business enterprises (MBE) and women-owned business enterprises (WBE) that operate in its region. The Recipient shall use this list to solicit companies to bid on CDBG-funded construction activities and shall provide a copy of the list to the prime contractor(s) to use when it hires subcontractors and consultants. The Department of Management Services maintains a list of certified minority and women-owned businesses that can be used to develop a local MBE/WBE list at the following website: <https://osd.dms.myflorida.com/directories>.

Section 504 and the Americans with Disabilities Act (ADA)

As a condition for the receipt of CDBG funds, the Recipient must certify that it provides access to all federally funded activities to all individuals, regardless of handicap. The Recipient shall demonstrate its commitment to abide by the laws through the actions listed below.

The Recipient shall do the following:

- 1) Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who:
 - a) Has a physical or mental impairment which substantially limits one or more major life activities,
 - b) Has a record of such an impairment, or
 - c) Is regarded as having such an impairment;
- 2) Designate an employee as the Section 504/ADA Coordinator who is available during regular business hours to receive Section 504/ADA calls;
- 3) Publish the Section 504/ADA Coordinator's contact information quarterly in a newspaper of general circulation in the Recipient's jurisdiction so that people know who to call to ask Section 504/ADA questions or register a complaint. Alternatively, the Recipient can post the coordinator's contact information throughout the quarter on the home page of its website; and

Attachment G – Civil Rights Requirements

- 4) Establish a system to record the following for each Section 504/ADA call:
 - a) The nature of the call,
 - b) The actions taken in response to the call, and
 - c) The results of the actions taken.

Section 504 prohibitions against discrimination (see 45 C.F.R. part 84) apply to service availability, accessibility, delivery, employment, and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A recipient of Federal financial assistance may not, on the basis of disability:

- Deny qualified individuals the opportunity to participate in or benefit from Federally funded programs, services, or other benefits,
- Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
- Deny employment opportunities, including hiring, promotion, training, and fringe benefits, for which they are otherwise entitled or qualified.

The ADA regulations (Title II, 28 C.F.R. part 35, and Title III, 28 C.F.R. part 36) prohibit discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title II covers all activities of state and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all their programs, services, and activities (e.g. public education, employment, transportation, recreation, health care, social services, courts, voting, and town meetings). State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision, or speech disabilities.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation, and commercial facilities. Public accommodations are private entities who own, lease, lease to, or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers, and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

Section 3 - Economic Opportunities for Low- and Very Low-Income Persons

Each Recipient shall encourage its contractors to hire qualified low- and moderate-income residents for any job openings that exist on CDBG-funded projects in the community. The Recipient and its contractors shall keep records to document the number of low- and moderate-income people who are hired to work on CDBG-funded projects. The number of low- and moderate-income residents who are hired to work of the project shall be reported in the comment section of the quarterly report.

The following clause from 24 C.F.R. § 135.38 is required to be included in CDBG-funded contracts of \$100,000 or more.

Attachment G – Civil Rights Requirements

Section 3 Clause

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The Parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. part 135.
- F. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Whistleblower Protection

The following clause, is required to be included in all federally funded subawards and contracts over the simplified acquisition threshold:

Pursuant to Section 828 of Pub. L 112-239, "National Defense Authorization Act for Fiscal Year 2013" and permanently extended through the enactment of Pub. L 114-261 (December 14, 2016), this award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower right and remedies established at 41 U.S.C. § 4712. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. § 4712. This clause shall be inserted in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause in any subawards and contracts awarded prior to the effective date of this provision.

Attachment G – Civil Rights Requirements

Civil Rights Regulations

As a condition for the receipt of CDBG funds, each Recipient must certify that it will abide by the following Federal laws and regulations:

1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding;
2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex, or national origin;
3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
4. 24 C.F.R. § 570.487(b) – Affirmatively Furthering Fair Housing;
5. 24 C.F.R. § 570.490(b) – Unit of general local government's record;
6. 24 C.F.R. § 570.606(b) – Relocation assistance for displaced persons at URA levels;
7. Age Discrimination Act of 1975;
8. Executive Order 12892 – Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing;
9. Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of, or subjected to discrimination under any program or activity receiving CDBG funds because of race, color, religion, sex or national origin;
10. Section 504 of the Rehabilitation Act of 1973 and 24 C.F.R. part 8, which prohibits discrimination against people with disabilities;
11. Executive Order 11063 – Equal Opportunity in Housing;
12. Executive Order 11246 – Equal Employment Opportunity; and
13. Section 3 of the Housing and Urban Development Act of 1968, as amended – Employment/Training of Lower Income Residents and Local Business Contracting.

I hereby certify that the City of Clermont shall comply with all the provisions and Federal regulations listed in this attachment.

By: _____

Date: _____

Name: _____ Gail L. Ash

Title: _____ Mayor

Attachment H – Reports

The following reports must be completed and submitted to DEO in the time frame indicated. Failure to timely file these reports constitutes an Event of Default, as defined in Paragraph (10) Default, of this Agreement.

1. A **Quarterly Progress Report**, Form SC-65, must be submitted to DEO 15 calendar days after the end of each quarter. The reports are due by the following dates: April 15, July 15, October 15 and January 15. The quarterly report shall include: a summary of work performed during the reporting period; photographs taken to date; a percent of work completed for each task; a summary of expenditures since the effective date; and a summary of any issues or events occurring which affect the ability of the Recipient to meet the terms of this Agreement.
2. A **Contract and Subcontract Activity** form, Form HUD-2516, currently available at <http://www.flrules.org/Gateway/reference.asp?No=Ref-05360>; which is incorporated herein by reference, must be submitted by April 15 and October 15 each year through the DEO's SERA reporting system at <https://deosera.my.salesforce.com/>. The form must reflect all contractual activity for the period, including Minority Business Enterprise and Woman Business Enterprise participation. If no activity has taken place during the reporting period, the form must indicate "no activity".
3. The **Administrative Closeout Report**, Form SC-62, must be submitted to DEO within 45 calendar days of the Agreement end date or within 45 days of the completion of all activities. The Recipient must provide all applicable information requested on the closeout report form. The Administrative Closeout Report cannot be submitted to DEO before the Recipient has submitted its Final Request for Funds.

Recipients of an Economic Development agreement shall not submit an administrative closeout package until the cost per job is less than \$10,000 or until one year after the date that all CDBG-funded activities were completed, whichever comes first.

The following documentation shall be provided with the Administrative Closeout Report:

- a. Certification that all construction has been completed, inspected and approved by all parties prior to the subgrant end date and submission of the closeout report;
 - b. Documentation of any leverage expended after the last on-site monitoring visit;
 - c. Documentation of fair housing activities conducted after the last on-site monitoring visit;
 - d. Documentation that all citizen complaints related to the project have been resolved;
 - e. A list of the homes receiving direct benefit, if applicable; and,
 - f. Certification that each housing unit assisted was located within the Recipient's jurisdictional boundaries for Housing Rehabilitation subgrants.
 - g. For housing rehabilitation projects, documentation that all homeowners have signed forms stating that they have accepted the improvements.
 - h. Copies of all remaining pre-construction, construction and post-construction photographs of all CDBG-funded activities submitted as .jpeg or .tiff files not previously submitted with quarterly reports.
4. In accordance with 2 C.F.R. part 200, should the Recipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with 2 C.F.R. part 200, and submitted to DEO no later than nine months from the end of the Recipient's fiscal year. If the Recipient did not meet the audit threshold, an **Audit Certification Memo**, Form SC-47, must be provided to DEO no later than nine months from the end of the Recipient's fiscal year.

Attachment H – Reports

5. A copy of the **Audit Compliance Certification** form, Attachment K, must be emailed to audit@deo.myflorida.com within 60 calendar days of the end of each fiscal year in which this subgrant was open.
6. The **Section 3 Summary Report**, form HUD-60002, must be completed and submitted through DEO's SERA reporting system by July 31, annually. The form must be used to report annual accomplishments regarding employment and other economic opportunities provided to persons and businesses that meet "Section 3" requirements.
7. **Requests for Funds** payment requests must be submitted in accordance with the timelines included on Attachment C - Activity Work Plan. DEO will not reimburse a payment request for less than \$5,000 unless it is the final payment request. Each payment request must include an invoice from the Recipient to DEO and copies of all invoices that the Recipient received from its consultants for services rendered and the documentation listed below. The invoices must document that the Recipient and each consultant/contractor met the Minimum Level of Service listed on the Deliverables page of Attachment A.

For each Commercial Revitalization, Economic Development and Neighborhood Revitalization payment request that includes reimbursement of construction costs, the Recipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by DEO, signed by the contractor and inspection engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by DEO. The Recipient shall, at a minimum, submit reimbursement requests upon completing 20, 40, 60, 80 and 100 percent of the project (or 25, 50, 75 and 100 percent of the project if so listed on Attachment C – Activity Work Plan).

For each Housing Rehabilitation payment request that includes construction costs, the Recipient shall provide a copy of AIA form G702, or a comparable form approved by DEO, if applicable, signed by the contractor and the local building inspector or housing specialist and a copy of form G703, or a comparable form approved by DEO, if applicable. For homes being rehabilitated and site-built demolition/replacement houses, the Recipient shall, at a minimum, request reimbursement upon completion of each 20 percent of the work. For demo/replacement involving a new mobile home, the Recipient shall request reimbursement as soon as the mobile home is installed and the invoice received.

If the Recipient needs to remit funds to DEO, including reimbursement of subgrant funds, program income or interest income paid with CDBG funds (collectively "reimbursements"), Recipient shall submit such reimbursements concurrently with a copy of the Return of Funds Form, SC-68.

8. All forms referenced herein are available online at www.FloridaJobs.org/CDBGRecipientInfo or upon request from the DEO grant manager for this Agreement.

Financial Consequences: The Recipient's failure to submit any report or required supporting documentation as specified under "Reports" by its due date will result in the assessment by DEO of a financial consequence in the amount of \$200 after the specified due date and \$200 per month beyond the due date for each deliverable until it is received. DEO shall deduct the amount of the assessed financial consequence from the disbursement amount due to the Recipient. If the Recipient has only one (1) instance of failure to timely submit a report or required supporting documentation, DEO, in its sole discretion, may waive assessment of the financial consequence if the submittal is made within 15 business days of the due date.

Attachment I – Warranties and Representations

Financial Management

The Recipient's financial management system must comply with the provisions of 2 C.F.R. part 200, section 218.33, F.S., and the rules promulgated thereunder. Recipient's financial management system shall include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program.
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. The Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each payment request. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the 2 C.F.R. part 200 and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions must follow the provisions of 2 C.F.R. §§ 200.318-200.326 and be conducted in a manner providing full and open competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals shall be excluded from competing for such procurements. Awards must be made to the responsible and responsive bidder or offeror whose proposal is most advantageous to the program, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. All bids or offers may be rejected if there is a sound, documented reason.

Codes of Conduct

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient. (*See* 2 C.F.R. § 200.318(c)(1).)

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

All contractors or employees hired by the Recipient shall have all current licenses and permits required for all the particular work for which they are hired by the Recipient.

Attachment J – Audit Requirements

The administration of resources awarded by DEO to the Recipient may be subject to audits and/or monitoring by DEO as described in this section.

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the Recipient is a State or local government or a non-profit organization as defined in 2 C.F.R. part 200, as revised.

1. In the event that the Recipient expends \$750,000 or more in federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200 Subpart F (Audit Requirements), as revised. In determining the federal awards expended in its fiscal year, the Recipient shall consider all sources of federal awards, including federal resources received from DEO. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 C.F.R. 200 Subpart F (Audit Requirements), as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 C.F.R. 200 Subpart F (Audit Requirements), as revised.
3. If the Recipient expends less than \$750,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, is not required. In the event that the Recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Recipient resources obtained from other than federal entities).
4. Although 2 C.F.R. 200 Subpart F (Audit Requirements) does not apply to commercial (for-profit) organizations, the pass-through entity has an obligation to ensure that for-profit subrecipients that expend \$750,000 or more in federal awards must comply with federal awards guidelines (see 2 C.F.R. 200.501(h)). Additionally, for-profit entities may be subject to certain specific audit requirements of individual federal grantor agencies.

Additional Federal Single Audit Act resources can be found at:

<https://harvester.census.gov/facweb/Resources.aspx>

Attachment J – Audit Requirements

PART II: STATE FUNDED

This part is applicable if the Recipient is a non-state entity as defined by section 215.97(2), F.S.

1. In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the Recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. In the event that the Recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

Additional information regarding the Florida Single Audit Act can be found at:

<https://apps.fldfs.com/fsaa/>

PART III: OTHER AUDIT REQUIREMENTS

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

N/A

PART IV: REPORT SUBMISSION

1. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and required by PART I of this Exhibit Agreement shall be submitted by or on behalf of the Recipient directly to each of the following at the address indicated:
 - A. Department of Economic Opportunity
Financial Monitoring and Accountability (FMA)
The copy submitted to the FMA section should be sent via email to: FMA-RWB@deo.myflorida.com
 - B. The Federal Audit Clearinghouse designated in 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, electronically at: <https://harvester.census.gov/facweb/>

Attachment J – Audit Requirements

2. Copies of audit reports for audits conducted in accordance with 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and required by Part I (in correspondence accompanying the audit report, indicate the date that the Recipient received the audit report); copies of the reporting package described in Section .512(c), 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and any management letters issued by the auditor; copies of reports required by Part II of this Exhibit must be sent to DEO at the addresses listed in paragraph three (3) below.
3. Copies of financial reporting packages required by PART II of this Agreement shall be submitted by or on behalf of the Recipient directly to each of the following:
 - A. DEO at the following address:

Electronic copies: Audit@deo.myflorida.com
 - B. The Auditor General's Office at the following address:

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

Email Address: flaudgen_localgovt@aud.state.fl.us
4. Any reports, management letter, or other information required to be submitted to DEO pursuant to this Agreement shall be submitted timely in accordance with 2 C.F.R. 200 Subpart F, 215.97 F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients and subrecipients, when submitting financial reporting packages to DEO for audits done in accordance with Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient/subrecipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, the Chief Financial Officer (CFO), or Auditor General access to such records upon request. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer. The Recipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO.

Exhibit 1 to Attachment J – Funding Sources

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

Federal Awarding Agency:	U.S. Department of Housing and Urban Development
Federal Funds Obligated to Recipient:	\$750,000
Catalog of Federal Domestic Assistance Title:	Community Development Block Grants/State’s Program and Non-Entitlement Grants in Hawaii
Catalog of Federal Domestic Assistance Number:	14.228
Project Description:	Funding is being provided for needed infrastructure improvements to benefit low- and moderate-income persons residing in the Recipient’s jurisdiction.
<i>This is not a research and development award.</i>	

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

Federal Program

1. The Recipient shall perform its obligations in accordance with sections 290.0401- 290.048, F.S.
2. The Recipient shall perform its obligations in accordance with 24 C.F.R. §§ 570.480 – 570.497.
3. The Recipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
4. The Recipient shall perform the obligations in accordance with chapter 73C-23, F.A.C.
5. The Recipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Attachment F – State and Federal Statutes, Regulations, and Policies

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following: *N/A*

Matching Resources for Federal Programs: *N/A*

Subject to Section 215.97, Florida Statutes: *N/A*

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows:
N/A

NOTE: Title 2 C.F.R. § 200.331 and section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 and the Notice of Subgrant Award/Fund Availability be provided to the Recipient.

Attachment K – Audit Compliance Certification

<i>Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@deo.myflorida.com.</i>	
Recipient: City of Clermont	
FEIN: 59-6000290	Recipient's Fiscal Year:
Contact Name:	Contact's Phone:
Contact's Email:	
1. Did the Recipient expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Recipient and the Department of Economic Opportunity (DEO)? ☐ Yes ☐ No If the above answer is yes, answer the following before proceeding to item 2. Did the Recipient expend \$750,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? ☐ Yes ☐ No If yes, the Recipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.	
2. Did the Recipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Recipient and DEO? ☐ Yes ☐ No If the above answer is yes, also answer the following before proceeding to execution of this certification: Did the Recipient expend \$750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? ☐ Yes ☐ No If yes, the Recipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 C.F.R. part 200, subpart F, as revised.	
By signing below, I certify, on behalf of the Recipient, that the above representations for items 1 and 2 are true and correct.	
Signature of Authorized Representative	Date
Printed Name of Authorized Representative	Title of Authorized Representative



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, March 12, 2019		
Agenda Item Name		
Investment Performance Monitoring and Advisory Services Agreement		
Requested Action		
Request approval of Investment Performance Monitoring and Advisory Services Agreement with Burgess Chambers & Associates.		
Staff Report		
Currently, the city provides a 401(A) Defined Contribution Retirement Plan for all full-time general employees and two 457B Deferred Compensation Retirement Plans for all full-time employees to participate in on a voluntary basis. The 401(A) plan is administered by the Florida League of Cities. The 457B plans are administered by the Florida League of Cities and ICMA. In an effort to reduce fees, increase employee retirement education and be more efficient administratively, the city recently issued a Request for Proposals from qualified retirement plan administrators. Eleven proposals were received and evaluated by an employee evaluation committee. The committee selected four (4) proposers for presentations, which are tentatively scheduled for later in the month. In an effort to assist the committee in selecting an administrator, it was determined that an independent investment advisor would be helpful in respect to advising the committee during the initial presentations as well as the ongoing investment performance monitoring. Recently, the city's Police and Fire Pension Boards have gone through a similar process and after presentations from several investment advisors chose Burgess Chambers & Associates (BCA) to be their pension investment advisor. Both boards approved a three year agreement with BCA at their joint pension board meeting on February 27. Based on the fact that the pension boards have selected BCA to be their investment advisor, it was felt that it would be cost effective and efficient for BCA to provide similar services regarding the 401A and 457B plans as well. The City's Purchasing Policy provides for this formal solicitation exemption which was approved by the City Manager. The annual fee of \$10,000 for this service can be absorbed by the current year budget without the need for a budget amendment.		
Additional Analysis		
Fiscal Impact Summary		
Funds are available in the current year budget for this agreement.		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)		
1.	Defined Contribution Agreement with Burgess Chambers - 2-20-19	Defined Contribution Agreement with Burgess Chambers - 2-20-19.docx

**AGREEMENT FOR INVESTMENT PERFORMANCE MONITORING
AND ADVISORY SERVICES**

Effective _____, this agreement ("Agreement") entered into this _____ between **BURGESS CHAMBERS AND ASSOCIATES, INC.**, (hereinafter called "Consultant"), a Florida corporation authorized to do business in the State of Florida, located at 315 E Robinson Street, Suite 690, Orlando, Florida 32801, and **CITY OF CLERMONT** (hereinafter called "Client"), collectively Consultant and Client hereinafter referred to as the Parties.

WITNESSETH:

WHEREAS, Consultant has demonstrated expertise in the field of investment monitoring and in advising governmental and corporate organizations retirement plans in the development of prudent investment policies and procedures; and

WHEREAS, the Client seeks the advice and expertise of the Consultant, and

WHEREAS, the Parties desire to enter into this Agreement for consulting services to keep the plans in compliance with required applicable rules and regulations.

A. SERVICES OF CONSULTANT

Consultant shall provide the following services to Client as shown below:

1. Develop an Investment Policy Statement (IPS), including the due diligence and evaluation criteria of investment products; and
2. Review current investment products available for employee investments, their characteristics, costs and expenses, and prepare watch lists and recommendations as appropriate; and
3. Prepare benchmarking services (RFP/RFQ/RFI) to establish market rates; and
4. Assist in communications and negotiations with current and potential service providers and act under the direction of the Client in revising contractual arrangements with investment providers; and
5. Measurement by objective/performance analysis with written reports and oral presentations as may be required; and

6. Consult and report on all investment products' compliance with the plan documents and investment policy on a quarterly basis; and
7. Review of expenses on a quarterly basis; and
8. Review of investment products/platform on a quarterly basis; and
9. Assist in negotiations with service providers as needed.

B. RESPONSIBILITIES OF CLIENT

Client agrees to provide or cause its accountants, trustees, investment managers, and legal advisors to provide information regarding income, investment performance, and other pertinent matters relating to the City of Clermont Deferred Compensation Plans as requested by Consultant from time to time. Client, through its authorized representative, also agrees to communicate the Plan's needs and goals, and to keep Consultant informed of changes in the City of Clermont 457(b) Deferred Compensation and 401(a) Defined Contribution Plan's situation, needs and goals.

C. CONFIDENTIALITY

The parties acknowledge that some of the City of Clermont 457(b) Deferred Compensation and 401(a) Defined Contribution Plan's information, obtained and communicated between the Consultant and third-party service providers may be regarded as confidential, proprietary, or protected trade secrets, and the Consultant shall protect such information from unauthorized disclosure.

D. BASIS OF ADVICE

Client acknowledges that Consultant obtains information from a wide variety of public and private sources. The advice provided by Consultant to Client is based upon its analysis of such information. Notwithstanding the foregoing sentence, Consultant acknowledges Consultant has been hired by the Client as a result of Consultant's representation of expertise in the subject matter herein and as such Client may rely on Consultant's advice.

E. REPRESENTATIONS OF CONSULTANT

1. Consultant is not the Plan Administrator for the City of Clermont 457(b) Deferred

Compensation and 401(a) Defined Contribution Plan's or its money manager, nor is Consultant in any way compensated by nor does Consultant have any affiliation whatsoever with any service providers or money manager; and

2. Consultant acknowledges that it is a fiduciary of the Plans as defined by the Employee Retirement Income Security Act of 1974.

F. FEES TO CONSULTANT

In consideration of the routine services rendered by Consultant, Client shall direct payment of fees to the Consultant an annual fee of \$10,000, payable quarterly in arrears.

Fees for non-routine services shall be approved by the Client in advance of the service being rendered and shall be paid upon completion of the services.

Fees for routine services shall be determined and paid quarterly, in arrears and deducted from participants' accounts at the plan level. Fees for non-routine services, including RFPs, shall be assessed upon successful completion of the project. Fees for non-routine services will be deducted from participants' accounts.

Upon execution of this agreement, Consultant shall engage in all necessary preparatory measures including contact with and commencement of negotiations with service providers.

G. TERMINATION

Client shall have the right to termination of this Agreement within five (5) business days after the signing of this Agreement. Client shall give Consultant written notice of termination. After the initial five (5) day period, Client may terminate this Agreement at any time in writing, and charges for services completed will be prorated based on the total fees as set forth in paragraph F.

Consultant shall have the right to termination of this Agreement at any time in writing, and charges for services completed will be prorated based on the total fees as set forth in paragraph F.

H. REQUIRED DISCLOSURES

Consultant is an investment advisor registered with the Securities and Exchange Commission under the Investment Advisors Act of 1940. Consultant shall deliver information providing disclosures regarding the Consultant's background and business practices along with Part II of Consultant's Form ADV filed with the S.E.C. Client acknowledges that it has received the Consultant's most recent ADV, Part II. Consultant shall provide a copy of the required disclosure on an annual basis.

I. MISCELLANEOUS

1. This Agreement shall be applicable only to the services individually prepared for Client. It shall not relate to any advice given by any person or persons not specifically designated by Consultant in writing to perform such services.
2. Neither party hereto may assign, convey, or otherwise transfer any of its rights, obligations, or interest herein without the prior express written consent of the other party.
3. This Agreement represents the complete agreement of the parties with regard to the subject matter and supersedes any prior understanding or agreement, oral or written.
4. This Agreement may be amended or revised only by an instrument in writing signed by Client and Consultant.
5. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the Florida.
6. This Agreement may be executed in several counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, this Agreement has been signed in duplicate, and BURGESS CHAMBERS AND ASSOCIATES, INC has caused its corporate name to be signed to said duplicates by the proper officers thereunto duly authorized on the day and in the year first above written.

BURGESS CHAMBERS AND
ASSOCIATES, INC.

Signature: _____

Name: _____

Title: _____

CITY OF CLERMONT

Signature: _____

Name: _____

Title: _____



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date

Tuesday, March 12, 2019

Agenda Item Name

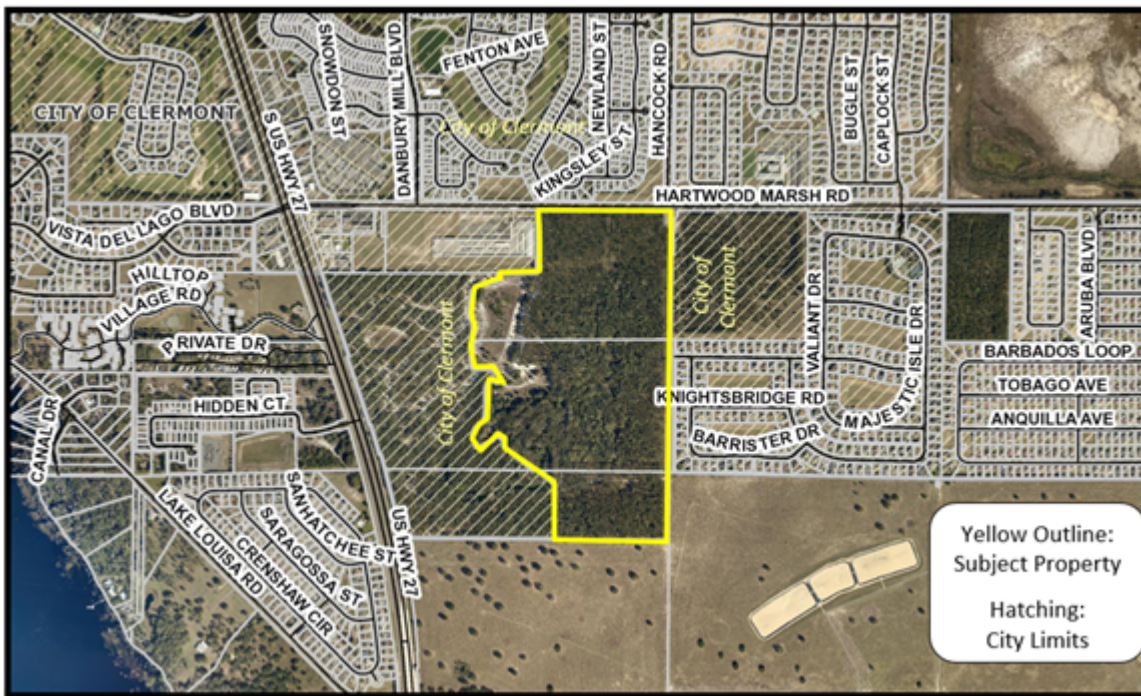
Ordinance No. 2019-07 *Final*
Fuqua Annexation Table to 3/26

Requested Action

Recommend approval of Ordinance 2019-07.

Staff Report

The applicant, Hartwood Residential LLC, is requesting voluntary annexation of the subject property. The property, approximately 115 acres, is located southwest of the intersection of Hartwood Marsh Road and Hancock Road. This request is being heard concurrently with requests for a Large-Scale Comprehensive Plan Amendment and a rezoning to a Planned Unit Development (PUD). The property has been historically used for agricultural uses, formerly citrus and now planted pine.



The applicant desires to develop the property for residential use. The property is located within the Interlocal Service Boundary Agreement (ISBA) and the Joint Planning Area (JPA). The applicant is requesting City services for the 115 +/- acre project, in which the City can fully serve. The property is contiguous with the City limits along the north, east and western property line of the subject property.

The related request for a comprehensive plan amendment would change the future land use from Lake County's Urban Low Density designation to the City's Low Density Residential. The annexation would assign the default

zoning in the City to Urban Estate Low Density Residential and Urban Transition. The applicant is requesting a rezoning to a PUD for a residential subdivision consisting of an overall density of 2.8 units per acre.

The request to annex is an orderly and efficient transition of uses, with densities and intensities, which currently exist within the City of Clermont. Since the subject property meets the requirements for voluntary annexation under Florida Statutes Chapter 171.044, the City is capable of serving the property, is consistent with the City's Comprehensive Plan, and is within the ISBA and the JPA; staff recommends approval of the annexation.

Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2019-07 Fuqua ANN		2019-07 Fuqua ANN.doc



CITY OF CLERMONT
ORDINANCE NO. 2019-07

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND CONTIGUOUS TO THE PRESENT CITY BOUNDARIES; PROVIDING FOR AN EFFECTIVE DATE, SEVERABILITY, RECORDING, AND PUBLICATION.

WHEREAS, the City Council of the City of Clermont, Lake County, Florida has received a Petition for Annexation of a parcel of land contiguous to the present corporate limits under Section 171.044, Florida Statutes; and

WHEREAS, the City Council of the City of Clermont, Lake County, Florida, has determined that it is in the best interest of the City and of the property herein sought to be annexed that the City annex the following described property; and

WHEREAS, the City Council has determined that the area sought to be annexed is contiguous to the City and is in need of the services which the City can offer and the City has determined that such area sought to be annexed will be substantially benefited by annexation; and

WHEREAS, the City Council has determined that all requirements of Section 171.044, Florida Statutes, have been met.

SECTION 1.

NOW, THEREFORE, BE IT ORDAINED, under the provisions of Florida Statute Chapter 171 and the General and Special Laws of the State of Florida; that the City of Clermont, Lake County, Florida, does hereby annex to and make part of its corporate boundaries; the following described property contiguous to the present City boundary, to-wit:

LEGAL DESCRIPTION

That part of MONTE VISTA PARK FARMS, according to the plat thereof, as recorded in Plat Book 2, Page 27, of the Public Records of Lake County, Florida, lying in Sections 9 and 16, Township 23 South, Range 26 East, and that part of the Southeast 1/4 of Section 9, Township 23 South, Range 26 East, Lake County, Florida, described as follows:

COMMENCE at the East 1/4 corner of Section 9, Township 23 South, Range 26 East, thence run S00°25'15"W along the East line of the Southeast 1/4 of said Section 9 for a distance of 26.00 feet to the POINT OF BEGINNING; thence continue S00°25'15"W along said East line 2560.45 feet to the Southeast corner of said Section 9; thence S00°26'49"W along the East line of the Northeast 1/4 of Section 16, Township 23 South, Range 26 East, for a distance of 662.26 feet to the Southeast corner of the North 1/2 of the Northeast 1/4 of the Northeast 1/4 of said Section 16; thence N89°32'02"W along the South line of said North 1/2 of the Northeast 1/4 of the Northeast 1/4 for a distance of 1121.46 feet; thence leaving said South line run N00°27'58"E, 529.08 feet; thence N50°15'49"W, 606.67 feet; thence N18°55'15"E, 15.13 feet; thence N06°26'42"W, 28.59



CITY OF CLERMONT
ORDINANCE NO. 2019-07

feet; thence N31°04'08"W, 24.54 feet; thence N57°16'34"W, 38.82 feet; thence N79°19'14"W, 22.50 feet; thence S72°14'43"W, 23.58 feet; thence S25°50'57"W, 30.74 feet; thence S66°47'05"W, 81.79 feet; thence S55°09'08"W, 65.04 feet; thence S70°14'29"W, 16.30 feet; thence N77°06'37"W, 14.04 feet; thence N56°24'53"W, 10.66 feet; thence N21°01'30"W, 101.88 feet; thence N04°17'39"E, 27.39 feet; thence N16°05'04"E, 33.97 feet; thence N28°56'59"E, 43.34 feet; thence N61°30'08"E, 44.26 feet; thence N43°55'27"E, 43.91 feet; thence N20°42'07"E, 56.29 feet; thence N06°27'57"E, 101.43 feet; thence N02°36'01"W, 121.76 feet; thence N03°11'49"E, 54.97 feet; thence N14°54'49"E, 44.67 feet; thence N36°16'47"E, 24.84 feet; thence N68°05'38"E, 28.33 feet; thence S76°04'07"E, 30.37 feet; thence S64°20'08"E, 25.40 feet to the point of curvature of a curve concave Northwesterly having a radius of 25.00 feet and a chord bearing of N41°37'57"E; thence Northeasterly along the arc of said curve through a central angle of 148°03'50" for a distance of 64.61 feet to the point of tangency; thence N32°23'58"W, 72.00 feet; thence N46°19'25"W, 35.85 feet; thence N73°14'47"W, 36.84 feet; thence N88°48'33"W, 90.46 feet; thence S79°46'13"W, 30.52 feet; thence N85°12'21"W, 36.97 feet; thence N45°06'17"W, 26.84 feet; thence N02°32'14"W, 197.47 feet; thence N06°51'20"E, 199.46 feet; thence N10°32'32"W, 40.47 feet; thence N25°48'53"W, 31.53 feet; thence N46°57'10"W, 23.08 feet; thence N30°34'13"W, 20.75 feet; thence N15°51'21"W, 43.08 feet; thence N07°19'12"W, 66.15 feet; thence N02°11'09"E, 52.90 feet; thence N09°45'40"E, 49.13 feet; thence N16°35'39"E, 43.95 feet; thence N44°07'53"E, 55.81 feet; thence N60°09'01"E, 42.42 feet; thence N74°46'16"E, 40.33 feet; thence N80°48'18"E, 53.28 feet; thence N87°41'33"E, 82.14 feet; thence N00°23'35"E, 86.68 feet to the North line of the South 1/2 of the Northwest 1/4 of the Southeast 1/4 of said Section 9; thence S89°36'25"E along said North line 382.81 feet to the Northeast corner of said South 1/2 of the Northwest 1/4 of the Southeast 1/4; thence N00°20'29"E along the West line of the Northeast 1/4 of the Southeast 1/4 of said Section 9 for a distance of 644.48 feet to the Northwest corner of the Northeast 1/4 of the Southeast 1/4 of said Section 9; thence run S89°42'00"E along the North line of the Southeast 1/4 of said Section 9 for a distance of 315.40 feet to the right-of-way line of Hartwood Marsh Road, as recorded in Maintenance Map Book 8, Pages 21 through 23, of the Public Records of Lake County, Florida; thence S00°18'00"W along said right-of-way line 26.00 feet; thence S89°42'00"E along said right-of-way line 999.95 feet to the POINT OF BEGINNING.

Containing 115.890 acres more or less and being subject to any rights-of-way, easements and restrictions of record.

Alternate Key 1462428, 1663521, & 3853084

SECTION 2.

That the aforescribed property shall be and hereby is made part and parcel of the City of Clermont, Lake County, Florida, and that said property shall be subject to all of the laws, ordinances, and provisions pertaining to the City of Clermont.

SECTION 3.

All property aforescribed shall henceforth be subject to ad valorem taxation by the City of Clermont, Lake County, Florida and any other general or special taxes or assessments.

SECTION 4.

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

SECTION 5.

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

SECTION 6.

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

Location map:





CITY OF CLERMONT
ORDINANCE NO. 2019-07

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 12th day of March, 2019.

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, March 12, 2019

Agenda Item Name

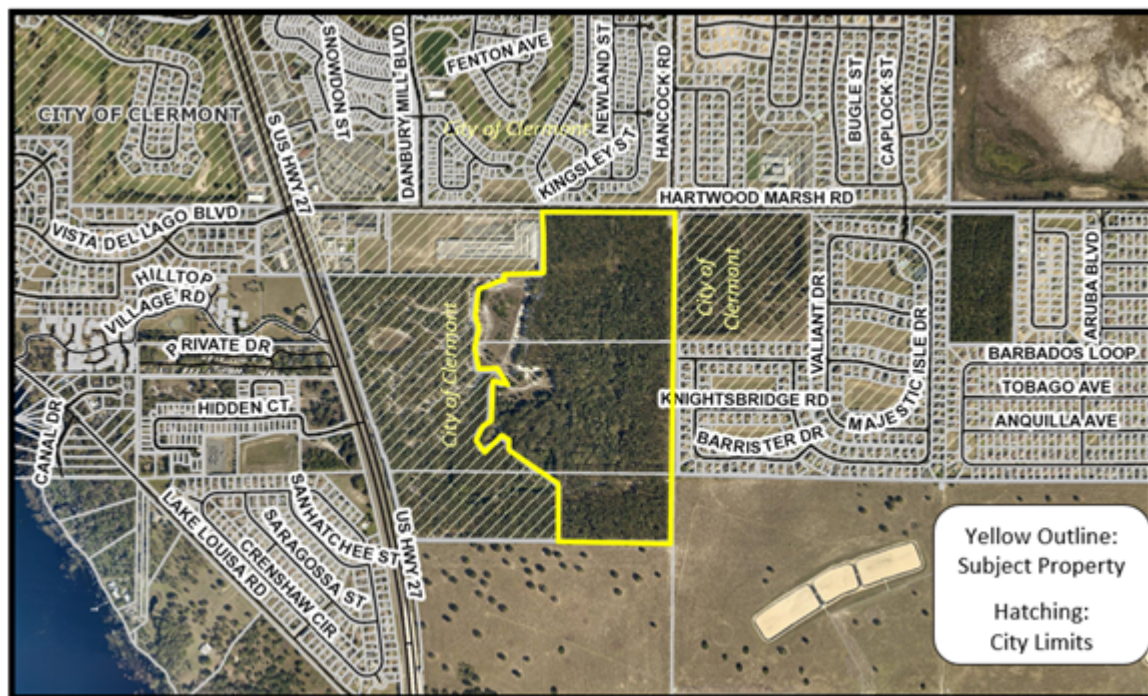
Ordinance No. 2019-08 *Final*
Fuqua CPA Table to 3/26

Requested Action

Recommend approval of Ordinance 2019-08.

Staff Report

The applicant, Hartwood Residential LLC, is requesting a Future Land Use change on the subject property. The property, approximately 115 acres, is located southwest of the intersection of Hartwood Marsh Road and Hancock Road.



This request is being heard concurrently with requests for annexation and a rezoning to a Planned Unit Development (PUD) for single-family housing. The property is located within the Interlocal Service Boundary Agreement (ISBA) and the Joint Planning Area (JPA). The property has been historically used for agricultural uses, formerly citrus and now planted pine.



The proposed map amendment will change the future land use from Lake County's Urban Low Density to the City's Low Density Residential. The City's Low Density Residential does not permit commercial or industrial uses. The applicant is requesting up to 321 units on 115 +/- acres, which equates to 2.8 units per acre. The City's Low Density Residential allows up to three (3) dwelling units per acre. This proposed land use is the City's lowest density residential land use category.

Several policies in the City's Comprehensive Plan support the proposed map amendment. These policies include: Policy 1.1.1: Urban services such as water and sewer shall not be extended outside the Lake County/Clermont Joint Planning Area (JPA) without a companion land use plan amendment modifying the boundary and amending the land uses. An exception may be considered where public health, safety and welfare require a community water system or the extension of water service to ensure safe potable water.

Policy 1.6.1: Low-Density Residential. Areas delineated on the FLUM for low-density residential development shall accommodate a maximum density of up to three dwelling units per acre and shall be comprised primarily of single-family detached homes on individual lots.

Policy 1.12.3: The City shall encourage requests for voluntary annexation into the City when those lands are logical extensions of the existing City limits, when services can be properly provided and when proposed uses are compatible with the City's comprehensive plan.

The City Council approved the transmittal of the proposed amendment to the Florida Department of Economic Opportunity (DEO) and the other State reviewing agencies on January 8th, 2019. The City has received responses from four of the eight agencies with all of them indicating no comment or no objections.

Therefore, staff recommends approval of the large-scale comprehensive plan amendment to change the future land use from Lake County Urban Low Density to the City's Low Density Residential.

Additional Analysis

Fiscal Impact Summary

Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	2019-08 Fuqua CPA	2019-08 Fuqua CPA.doc



CITY OF CLERMONT
ORDINANCE NO. 2019-08

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.

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

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

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

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

SECTION 1.

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

LEGAL DESCRIPTION

That part of MONTE VISTA PARK FARMS, according to the plat thereof, as recorded in Plat Book 2, Page 27, of the Public Records of Lake County, Florida, lying in Sections 9 and 16, Township 23 South, Range 26 East, and that part of the Southeast 1/4 of Section 9, Township 23 South, Range 26 East, Lake County, Florida, described as follows:

COMMENCE at the East 1/4 corner of Section 9, Township 23 South, Range 26 East, thence run S00°25'15"W along the East line of the Southeast 1/4 of said Section 9 for a distance of 26.00 feet to the POINT OF BEGINNING; thence continue S00°25'15"W along said East line 2560.45 feet to the Southeast corner of said Section 9; thence S00°26'49"W along the East line of the



CITY OF CLERMONT
ORDINANCE NO. 2019-08

Northeast 1/4 of Section 16, Township 23 South, Range 26 East, for a distance of 662.26 feet to the Southeast corner of the North 1/2 of the Northeast 1/4 of the Northeast 1/4 of said Section 16; thence N89°32'02"W along the South line of said North 1/2 of the Northeast 1/4 of the Northeast 1/4 for a distance of 1121.46 feet; thence leaving said South line run N00°27'58"E, 529.08 feet; thence N50°15'49"W, 606.67 feet; thence N18°55'15"E, 15.13 feet; thence N06°26'42"W, 28.59 feet; thence N31°04'08"W, 24.54 feet; thence N57°16'34"W, 38.82 feet; thence N79°19'14"W, 22.50 feet; thence S72°14'43"W, 23.58 feet; thence S25°50'57"W, 30.74 feet; thence S66°47'05"W, 81.79 feet; thence S55°09'08"W, 65.04 feet; thence S70°14'29"W, 16.30 feet; thence N77°06'37"W, 14.04 feet; thence N56°24'53"W, 10.66 feet; thence N21°01'30"W, 101.88 feet; thence N04°17'39"E, 27.39 feet; thence N16°05'04"E, 33.97 feet; thence N28°56'59"E, 43.34 feet; thence N61°30'08"E, 44.26 feet; thence N43°55'27"E, 43.91 feet; thence N20°42'07"E, 56.29 feet; thence N06°27'57"E, 101.43 feet; thence N02°36'01"W, 121.76 feet; thence N03°11'49"E, 54.97 feet; thence N14°54'49"E, 44.67 feet; thence N36°16'47"E, 24.84 feet; thence N68°05'38"E, 28.33 feet; thence S76°04'07"E, 30.37 feet; thence S64°20'08"E, 25.40 feet to the point of curvature of a curve concave Northwesterly having a radius of 25.00 feet and a chord bearing of N41°37'57"E; thence Northeasterly along the arc of said curve through a central angle of 148°03'50" for a distance of 64.61 feet to the point of tangency; thence N32°23'58"W, 72.00 feet; thence N46°19'25"W, 35.85 feet; thence N73°14'47"W, 36.84 feet; thence N88°48'33"W, 90.46 feet; thence S79°46'13"W, 30.52 feet; thence N85°12'21"W, 36.97 feet; thence N45°06'17"W, 26.84 feet; thence N02°32'14"W, 197.47 feet; thence N06°51'20"E, 199.46 feet; thence N10°32'32"W, 40.47 feet; thence N25°48'53"W, 31.53 feet; thence N46°57'10"W, 23.08 feet; thence N30°34'13"W, 20.75 feet; thence N15°51'21"W, 43.08 feet; thence N07°19'12"W, 66.15 feet; thence N02°11'09"E, 52.90 feet; thence N09°45'40"E, 49.13 feet; thence N16°35'39"E, 43.95 feet; thence N44°07'53"E, 55.81 feet; thence N60°09'01"E, 42.42 feet; thence N74°46'16"E, 40.33 feet; thence N80°48'18"E, 53.28 feet; thence N87°41'33"E, 82.14 feet; thence N00°23'35"E, 86.68 feet to the North line of the South 1/2 of the Northwest 1/4 of the Southeast 1/4 of said Section 9; thence S89°36'25"E along said North line 382.81 feet to the Northeast corner of said South 1/2 of the Northwest 1/4 of the Southeast 1/4; thence N00°20'29"E along the West line of the Northeast 1/4 of the Southeast 1/4 of said Section 9 for a distance of 644.48 feet to the Northwest corner of the Northeast 1/4 of the Southeast 1/4 of said Section 9; thence run S89°42'00"E along the North line of the Southeast 1/4 of said Section 9 for a distance of 315.40 feet to the right-of-way line of Hartwood Marsh Road, as recorded in Maintenance Map Book 8, Pages 21 through 23, of the Public Records of Lake County, Florida; thence S00°18'00"W along said right-of-way line 26.00 feet; thence S89°42'00"E along said right-of-way line 999.95 feet to the POINT OF BEGINNING.

Containing 115.890 acres more or less and being subject to any rights-of-way, easements and restrictions of record.

Alternate Key 1462428, 1663521, & 3853084

CHANGE IN FUTURE LAND USE CLASSIFICATION

From Lake County: Urban Low Density
To City of Clermont Low: Density Residential

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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





CITY OF CLERMONT
ORDINANCE NO. 2019-08

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 12th day of March, 2019.

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, March 12, 2019

Agenda Item Name

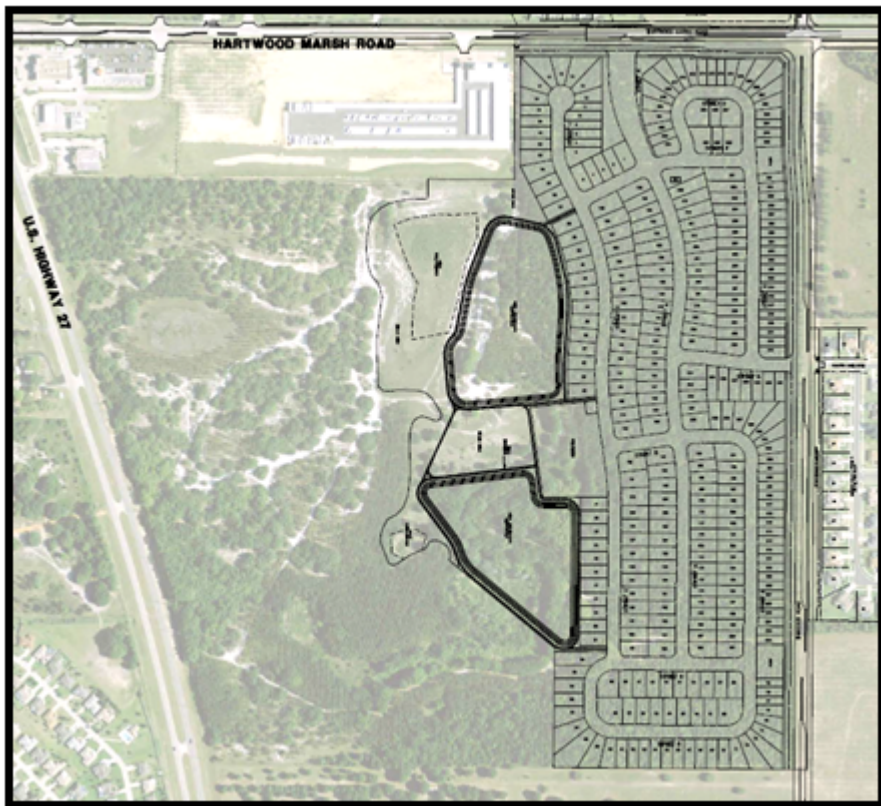
Ordinance No. 2019-09 *Final*
Fuqua PUD Table to 3/26

Requested Action

Recommend approval of Ordinance 2019-09.

Staff Report

The applicant, Hartwood Residential LLC, is requesting a rezoning to a Planned Unit Development (PUD) consisting of up to 321 single-family residential units on 115 +/- acres. The property is located southwest of the intersection of Hartwood Marsh Road and Hancock Road. This request is being heard concurrently with requests for annexation and a large-scale comprehensive plan amendment. The property is currently in Lake County with a zoning designation of R-6 Urban Residential. Once the property is annexed, it will become Urban Estate and Urban Transition zoning.



The applicant has provided a PUD site plan, prepared by Donald W. McIntosh Associates, showing the proposed layout. The project will consist of up to 321 residential lots. The development will be at a density of 2.8 units per acre. The applicant desires to offer a range of lot sizes from 40 feet in width up to 60 feet in width. The minimum lot area ranges from 4,600 square feet up to 7,200 square feet. The applicant has indicated a mixture of lot sizes, with

40-foot lots being the lowest in number with about 25% of the development. These lots will be placed on the perimeter of the project and will back up to the landscape/wall tract. In addition, the applicant has included a design item table with the lot sizes and associated setbacks. This has been done in the past with other Planned Unit Developments, such as WaterBrooke, Highland Ranch and most recently, Lakeview Preserve.

Staff understands the very nature of the PUD zoning requires waivers to the Land Development Code in order to provide flexible development options for the project. The applicant has requested several waivers to the Land Development Code.

These waivers include the following:

1. A minimum of 25% of the area of the Planned Unit Development shall be provided as open space. The final open space upon buildout will be 25% or greater while individual phases may contain less than the 25%. Section 122-316(b)4
2. Allow Impervious Surface Ratio (ISR) of 0.75 (75%) for the individual lots, while maintaining an overall PUD development ISR of 0.65 (65%). Section 122-315 (2)
3. Allow elevation changes of up to fifteen feet (15') in no more than 10% of the project area. Section 94-195 (Current code allows 10' for residential).
4. Internal roads in the proposed development shall not be required to provide cross access to adjacent parcels due to conservation, physical/environmental or commercial uses. Section 110-192
5. The overall density calculation for the number of lots shall be made prior to the deduction of public dedication of Right-of-Way, which is approximately 7 acres. Section 110-211
6. Allow lots on curves to have a minimum lot frontage of 30 feet but maintain a lot width of 40 feet at the minimum front building setback line. Section 110-211
7. Allow retaining wall heights up to 15 feet to deal with the extreme grades on the western portion of the site. Section 94-195 (Current code allows a maximum of 6 feet).
8. Allow lots along Hartwood Marsh Road to have a minimum setback of 20 feet for the rear yard setback, with a minimum building setback from Hartwood Marsh Road Right-of-way of 35 feet. Section 122-75 (Current code requires 50 feet).

Staff has reviewed the applicant's proposal and believes the proposed use at this location is compatible with the uses in the area. There is a mixture of uses in the surrounding area, such as single-family homes to the north and east, commercial uses to the west and a new church being constructed adjacent to the property. The developer will be dedicating approximately 7 acres of land for right-of-way use. This includes additional right-of-way along Hartwood Marsh Road for roadway improvements and an additional tract to Lake County for the installation of a 10-foot multi-purpose trail. The developer is also dedicating the majority of the right-of-way for the extension of Hancock Road south of Hartwood Marsh Road adjacent to the project. Part of the PUD conditions is that the developer will be responsible for constructing a two-lane extension of South Hancock Road to their project entrance. Property dedication to Lake County for a 10-foot multi-purpose trail is also required along the new South Hancock extension.

Staff believes the proposal meets the standards in regards to Section 122-315, Review Criteria for a PUD. The applicant is requesting several waivers, however; a majority of the waivers have been requested before in other PUD developments. Therefore, staff recommends approval of Ordinance 2019-09 for a Planned Unit Development to be developed in substantial accordance with the Preliminary Plan of Hartwood Marsh prepared by Donald W. McIntosh Associates with a revised date of January 29, 2019. *The Planning and Zoning Commission recommended approval, 5-0.*

Additional Analysis

Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	2019-09 Fuqua PZ REZ	2019-09 Fuqua PZ REZ.pdf



CITY OF CLERMONT
ORDINANCE NO. 2019-09

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

That part of MONTE VISTA PARK FARMS, according to the plat thereof, as recorded in Plat Book 2, Page 27, of the Public Records of Lake County, Florida, lying in Sections 9 and 16, Township 23 South, Range 26 East, and that part of the Southeast 1/4 of Section 9, Township 23 South, Range 26 East, Lake County, Florida, described as follows:

COMMENCE at the East 1/4 corner of Section 9, Township 23 South, Range 26 East, thence run S00°25'15"W along the East line of the Southeast 1/4 of said Section 9 for a distance of 26.00 feet to the POINT OF BEGINNING; thence continue S00°25'15"W along said East line 2560.45 feet to the Southeast corner of said Section 9; thence S00°26'49"W along the East line of the Northeast 1/4 of Section 16, Township 23 South, Range 26 East, for a distance of 662.26 feet to the Southeast corner of the North 1/2 of the Northeast 1/4 of the Northeast 1/4 of said Section 16; thence N89°32'02"W along the South line of said North 1/2 of the Northeast 1/4 of the Northeast 1/4 for a distance of 1121.46 feet; thence leaving said South line run N00°27'58"E, 529.08 feet; thence N50°15'49"W, 606.67 feet; thence N18°55'15"E, 15.13 feet; thence N06°26'42"W, 28.59 feet; thence N31°04'08"W, 24.54 feet; thence N57°16'34"W, 38.82 feet; thence N79°19'14"W, 22.50 feet; thence S72°14'43"W, 23.58 feet; thence S25°50'57"W, 30.74 feet; thence S66°47'05"W, 81.79 feet; thence S55°09'08"W, 65.04 feet; thence S70°14'29"W, 16.30 feet; thence N77°06'37"W, 14.04 feet; thence N56°24'53"W, 10.66 feet; thence N21°01'30"W, 101.88 feet; thence N04°17'39"E, 27.39 feet; thence N16°05'04"E, 33.97 feet; thence N28°56'59"E, 43.34 feet; thence N61°30'08"E, 44.26 feet; thence N43°55'27"E, 43.91 feet; thence N20°42'07"E, 56.29 feet; thence N06°27'57"E, 101.43 feet; thence N02°36'01"W, 121.76 feet; thence N03°11'49"E, 54.97 feet; thence N14°54'49"E, 44.67 feet; thence N36°16'47"E, 24.84 feet; thence N68°05'38"E, 28.33 feet; thence S76°04'07"E, 30.37 feet; thence S64°20'08"E, 25.40 feet to the point of curvature of a curve concave Northwesterly having a radius of 25.00 feet and a chord bearing of N41°37'57"E; thence Northeasterly along the arc of said curve through a central angle of 148°03'50" for a distance of 64.61 feet to the point of tangency; thence N32°23'58"W, 72.00 feet; thence N46°19'25"W, 35.85 feet; thence N73°14'47"W, 36.84 feet; thence N88°48'33"W, 90.46 feet; thence S79°46'13"W, 30.52 feet; thence N85°12'21"W, 36.97 feet; thence N45°06'17"W, 26.84 feet; thence N02°32'14"W, 197.47 feet; thence N06°51'20"E, 199.46 feet; thence N10°32'32"W,



CITY OF CLERMONT
ORDINANCE NO. 2019-09

40.47 feet; thence N25°48'53"W, 31.53 feet; thence N46°57'10"W, 23.08 feet; thence N30°34'13"W, 20.75 feet; thence N15°51'21"W, 43.08 feet; thence N07°19'12"W, 66.15 feet; thence N02°11'09"E, 52.90 feet; thence N09°45'40"E, 49.13 feet; thence N16°35'39"E, 43.95 feet; thence N44°07'53"E, 55.81 feet; thence N60°09'01"E, 42.42 feet; thence N74°46'16"E, 40.33 feet; thence N80°48'18"E, 53.28 feet; thence N87°41'33"E, 82.14 feet; thence N00°23'35"E, 86.68 feet to the North line of the South 1/2 of the Northwest 1/4 of the Southeast 1/4 of said Section 9; thence S89°36'25"E along said North line 382.81 feet to the Northeast corner of said South 1/2 of the Northwest 1/4 of the Southeast 1/4; thence N00°20'29"E along the West line of the Northeast 1/4 of the Southeast 1/4 of said Section 9 for a distance of 644.48 feet to the Northwest corner of the Northeast 1/4 of the Southeast 1/4 of said Section 9; thence run S89°42'00"E along the North line of the Southeast 1/4 of said Section 9 for a distance of 315.40 feet to the right-of-way line of Hartwood Marsh Road, as recorded in Maintenance Map Book 8, Pages 21 through 23, of the Public Records of Lake County, Florida; thence S00°18'00"W along said right-of-way line 26.00 feet; thence S89°42'00"E along said right-of-way line 999.95 feet to the POINT OF BEGINNING.

Containing 115.890 acres more or less and being subject to any rights-of-way, easements and restrictions of record.

LOCATION

Southwest corner of the Hartwood Marsh Road and Hancock Road intersection
Alternate Key 1462428, 1663521, 3853084

From: Urban Estate (UE) and Urban Transition (UT)
To: Planned Unit Development (PUD)

SECTION 2. Land Uses

This application for a Planned Unit Development to allow for single family residential development be granted subject to the following conditions:

1. A total of up to 321 single family residential dwelling units may be permitted on the site, not to exceed a density of 2.8 units per acre within the project.
2. Development Standards: Development standards for the development of the residential dwelling units shall be based on the size of the lot, as indicated in the table below.



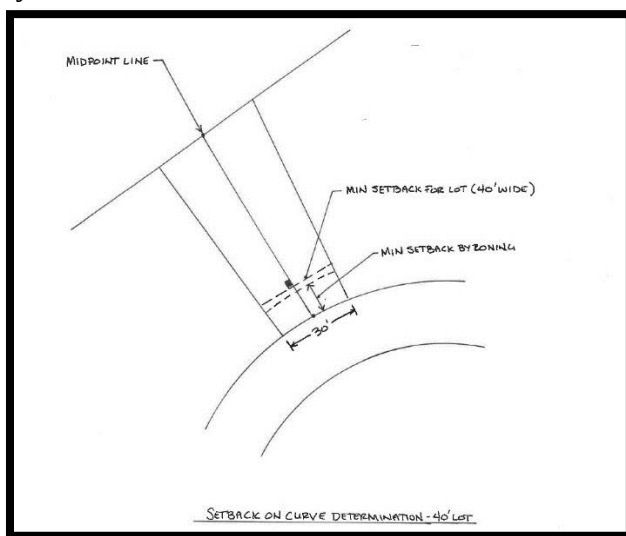
CITY OF CLERMONT
ORDINANCE NO. 2019-09

<u>Design Item</u>	<u>40' Lot</u>	<u>50' Lot</u>	<u>60' Lot</u>
Minimum Lot Area	4,600 sf	6,000 sf	7,200 sf
Minimum Living Area	1,500 sf	1,500 sf	1,500 sf
Minimum Lot Width	40'	50'	60'
Minimum Lot Depth	115'	120'	120'
Minimum Front Building setback	20'	20'	20'
Minimum Side Yard Setback	5'	5'	5'
Setback from Side Street	15'	15'	15'
Minimum Rear Yard Setback (#)	20'	20'	20'
Minimum Building Separation	10'	10'	10'
Minimum Rear Yard Setback for Pools, Patios, Decks, Screen Rooms or Ancillary Structures	5'	5'	5'
Maximum Impervious Surface Ratio (ISR)	0.75	0.75	0.75
Maximum Building Height	35'	35'	35'
Setbacks from High Water Line, Mean High Water Line, or Jurisdictional Wetland Line	50'	50'	50'
Minimum front yard easement	5'	5'	5'
Minimum side and Rear Yard Drainage and Utility Easement	5'	5'	5'

(#) 35' Minimum building setback from Hartwood Marsh Road Right-of-way

3. Phasing of Development: The project may be developed in one or more phases.
4. The property shall be developed in substantial accordance with the Planned Unit Development Plan, and the Preliminary Plan (Hartwood Marsh), each prepared by Donald W. McIntosh Associates, Inc., each initially dated November 1, 2018, and each with a revised date of January 29, 2019, attached hereto. Formal construction plans incorporating all conditions stated in this permit shall be submitted for review and approved by the Site Review Committee prior to the issuance of development permits.
5. The project may have elevation changes of up to 15 feet in height with up to 10% of the project site through the use of cut and fill. These changes will be submitted to the City Engineer at the time of final engineering.

6. Internal roads in the proposed development shall not be required to provide cross access to adjacent parcels since they are either restricted due to environmental/physical constraints, placed in conservation use or commercial uses fronting existing road networks.
7. The overall density calculation for the proposed number of lots is made prior to deducting the acreage to be dedicated as Public Right-of-Way.
8. Lots on curves may have a lot frontage of 30 feet but will be required to have a 40 foot width at the front building setback line that will be a minimum of 20 feet or greater from the front property line.



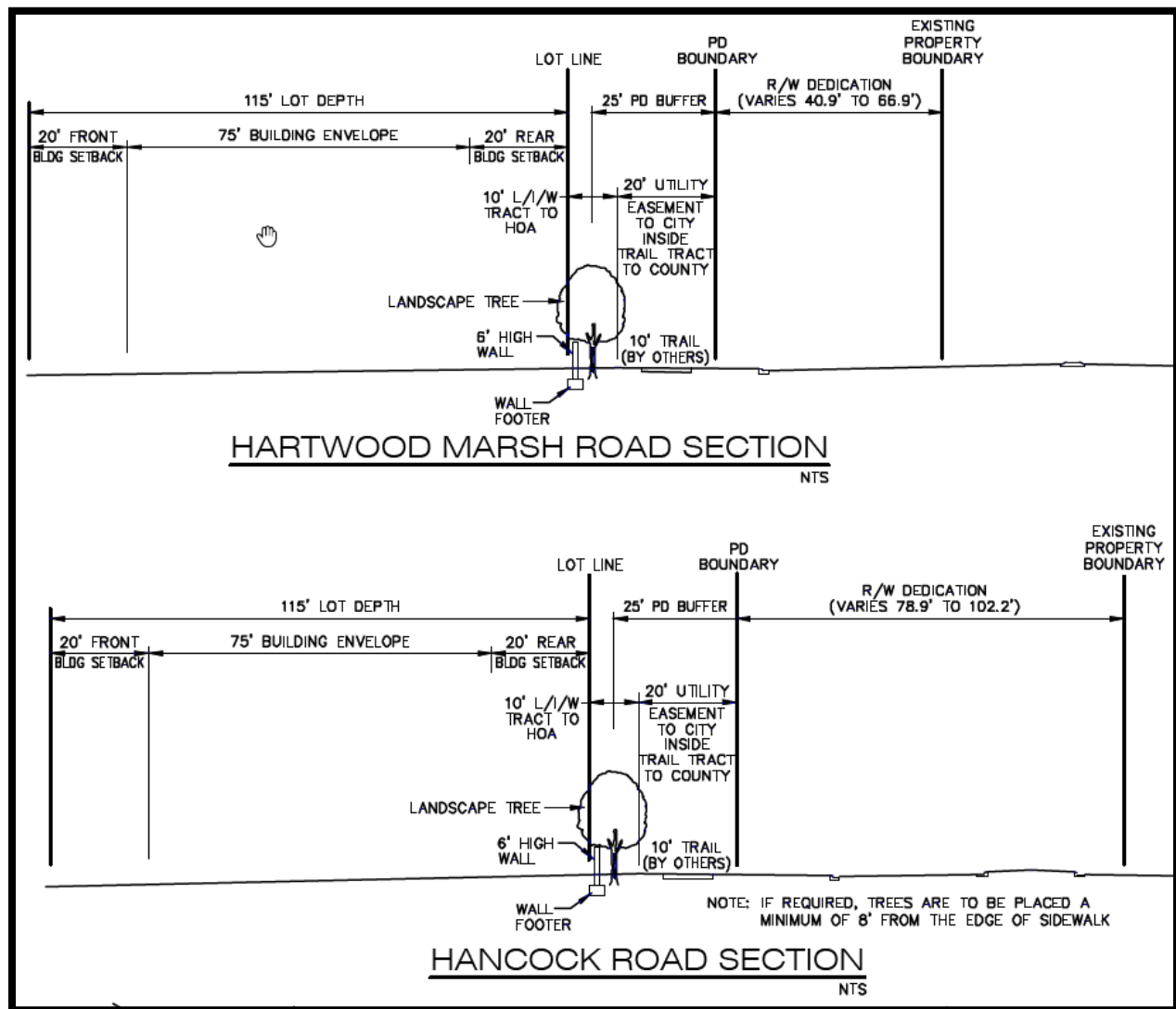
9. Retaining wall heights up to 15 feet in height are allowed to deal with the extreme grades on the western portion of the site to accommodate vertical site grade attenuation.
10. The project shall allow encroachments into the 100-year floodplain provided appropriate compensating storage is provided.
11. A 35-foot building setback is required from the right-of-way line of Hartwood Marsh Road.

SECTION 3. Open Space

Open Space: A minimum of 25 percent of area for this Planned Unit Development shall be provided as open space in accordance with the Comprehensive Plan and Land Development Code (LDC), as amended. Stormwater ponds, landscape tracts, buffers, common areas, reclaimed floodplain and recreation tracts can be counted towards open space requirements. A waiver to Section 122-316(b)(4) has been granted to allow individual phases of the Planned Development to exceed the overall density of the Planned Unit Development and to allow individual phases of the Planned Unit Development to be developed without providing common open space in proportion to that contained within the entire Planned Unit Development.

SECTION 4. Landscaping, Buffering, and Screening

1. A 10-foot wide buffer with a six foot masonry/pre-cast concrete wall will be installed in the landscape/irrigation/wall tract adjacent the 20' trail tract adjacent to the Hartwood Marsh Road right-of-way and the Hancock Road right-of-way, as shown on the cross-section below.



2. No buffer is required along the southern and western property line as this area is a conservation area, open space area, or reuse area.
3. Street trees planted along the interior roadway network shall be maintained by the HOA.



CITY OF CLERMONT
ORDINANCE NO. 2019-09

4. All other landscaping, buffering, and screening requirements shall be in accordance with the Land Development Code, as amended. Existing trees may be used to meet the landscape buffer requirements in accordance with the Land Development Code, as amended.

SECTION 5. Environmental

1. An environmental assessment addressing habitat and species shall be submitted to the City during the construction plan approval stage of the overall development. Applicable permits for any gopher tortoises and associated burrow commensal species or other endangered species found on the property must be received from the appropriate regulatory agencies prior to the initiation of the development activity.
2. Wetlands on site shall be placed in a conservation easement with the recording of the final plat for each phase of development.

SECTION 6. Utilities

1. The project shall be developed in accordance with the City of Clermont Utility Standards.
2. Any proposed City maintained utilities that are not located within a City maintained right of way shall be placed in a utility easement dedicated to the City at time of recordation of final plat. Easements shall be provided at no expense to the City.
3. The off-site water line extensions proposed will be those specific extensions required to obtain service for the project and will not be extended across the entire project boundary.
4. The off-site sewer system line extensions proposed will be those specific extensions required to obtain service for the project and will not be extended across the entire project boundary.
5. Stormwater retention for the portions of the Hartwood Marsh Road and South Hancock Road that are constructed within the right of way dedicated to Lake County by the Developer at final plat will be designed to be accommodated in the development's master stormwater management system.
6. Fiber optic conduit and pull boxes may be required to be installed by the developer in the utility easements to extend the City's fiber optic network. The City's Information Technology Director will work with the developer at the time of site plan review to determine the extent of fiber optic conduit. The City will reimburse the developer at 100 percent for all costs including design, permitting, materials, and construction of the fiber optic conduit and pull boxes.



CITY OF CLERMONT
ORDINANCE NO. 2019-09

SECTION 7. Transportation Improvements/Access Management

1. The development shall comply with all applicable City and County access management requirements. Prior to the issuance of the first Certificate of Occupancy, the proposed secondary entrance shall be constructed off of a two (2) lane extension of South Hancock Road for the residents of the development. Developer shall not be obligated to extend Hancock road south of the project entrance.
2. Sidewalks are to be constructed on both sides of the residential streets internally. Applicant will coordinate with Lake County for trail improvements along the frontages of Hartwood Marsh Road and South Hancock Road to provide connectivity to the schools within the area.
3. Improvements at the intersection of Hancock, South Hancock and Hartwood Marsh roads within the existing or to be dedicated right-of-way will be required (as approved by Lake County) to allow for the extension of South Hancock Road. This may include turn lane(s), sidewalk, trail, and sign modifications.
4. At the time of Platting, additional right-of-way dedication along Hartwood Marsh Road and new right-of-way dedication for South Hancock Road will be coordinated with Lake County Public Works and in conjunction therewith, historical rights of way inconsistent with the planned development will be vacated/abandoned by the County/City.
5. Roadway Lighting: The developer shall arrange with the power utility provider for installation of street lights along their property boundary adjacent to Hartwood Marsh Road and South Hancock Road to the project entrance. The cost of installation shall be paid by the developer and shall be installed prior to the first Certificate of Occupancy.
6. If required by Lake County, the developer shall be responsible to coordinate the modification of the existing traffic signal at Hartwood Marsh Road and Hancock Road, as needed with Lake County, to accommodate safe and efficient traffic flow from the project entrances.

SECTION 8. Schools

School concurrency shall be met before final plat approval in accordance with the Comprehensive Plan and Land Development Code.

SECTION 9.

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

SECTION 10.

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

SECTION 11:

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

SECTION 12:

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

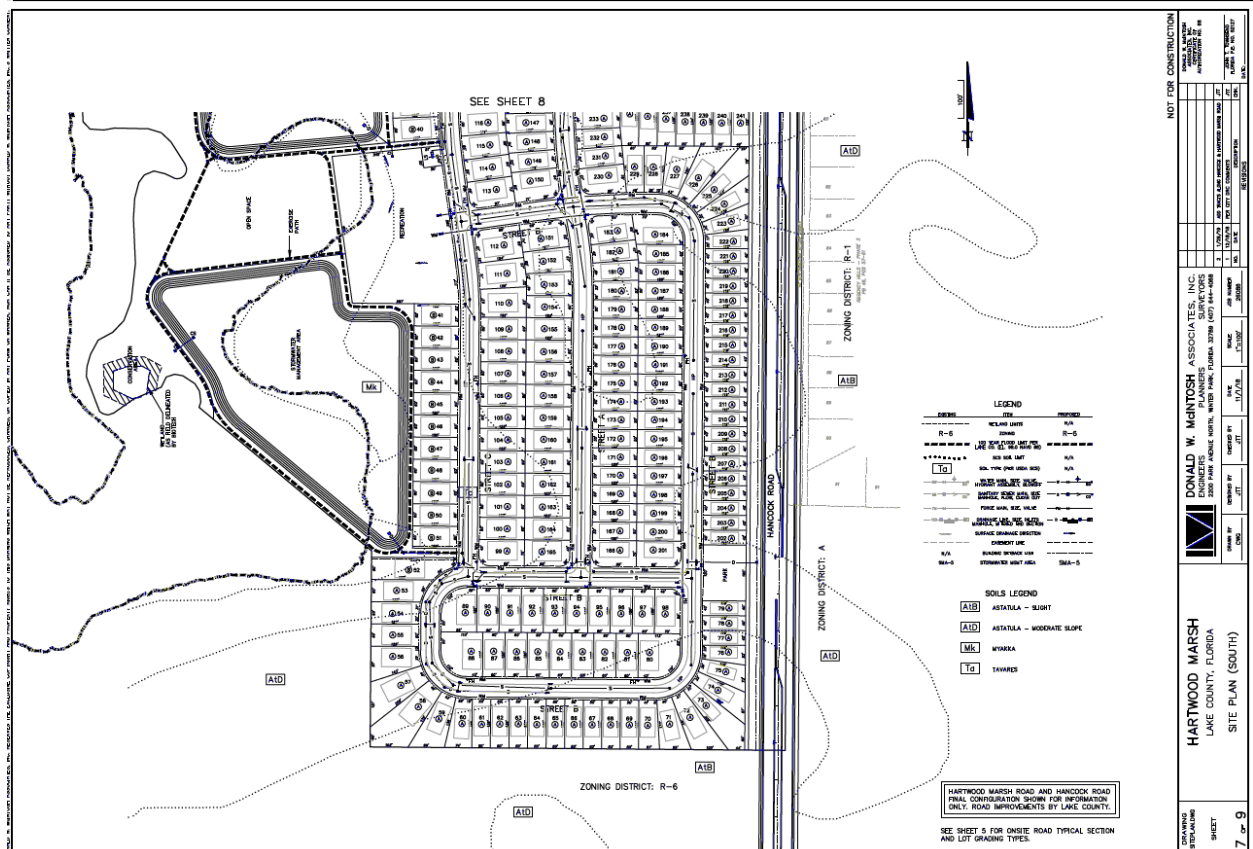
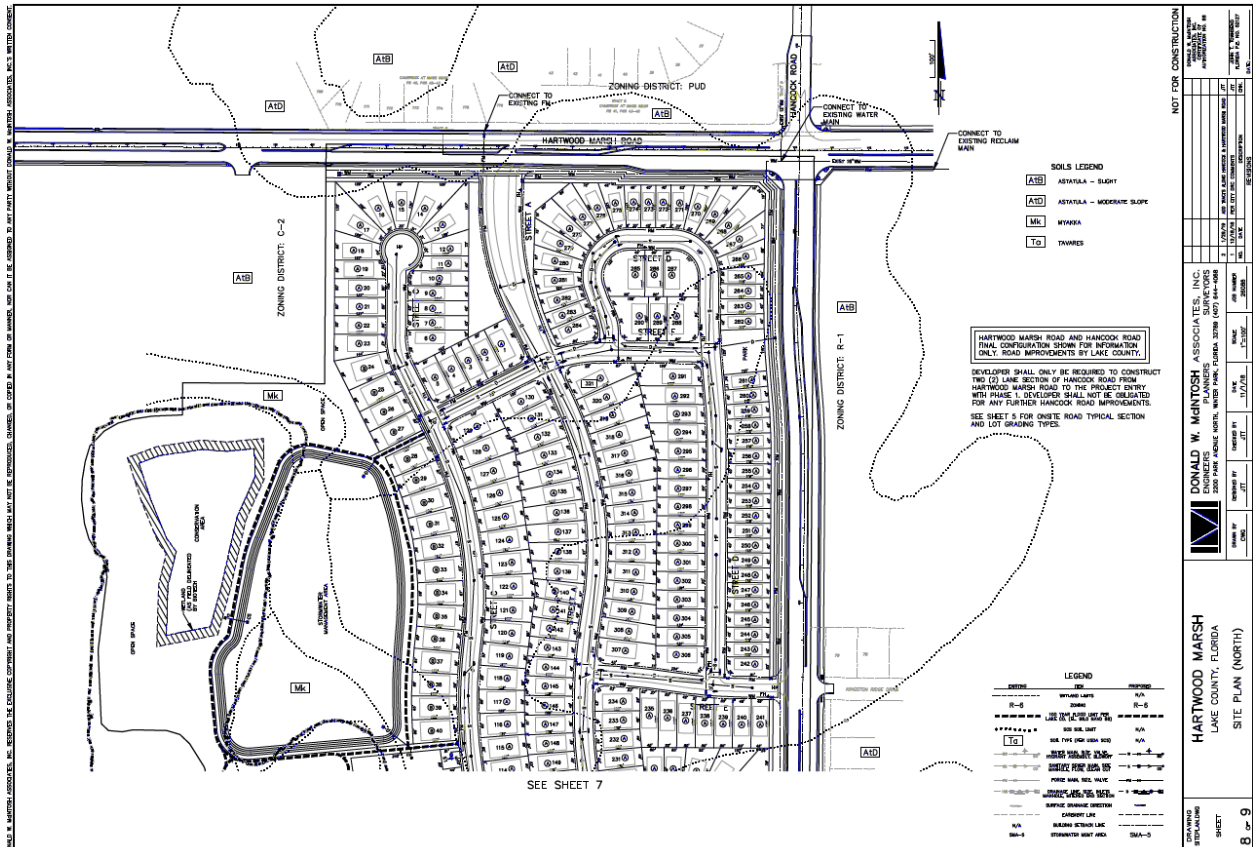
SECTION 13:

This Ordinance shall be rendered null and void if substantial construction, as determined by the City, has not commenced within two years of its effective date.

Location map:



CITY OF CLERMONT
ORDINANCE NO. 2019-09





CITY OF CLERMONT
ORDINANCE NO. 2019-09

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 12th day of March, 2019.

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



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date			
Tuesday, March 12, 2019			
Agenda Item Name			
Historic Village Improvements			
Requested Action			
Staff Report			
Discussion of Townsend house roof and fencing at Historic Village.			
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, March 12, 2019	
Agenda Item Name	
Variance Request <i>Kauffman</i>	
Requested Action	
Recommend approval of variance request.	
Staff Report	
The property owner, is requesting a variance to the Land Development Code (LDC), Section 122-105, for property located at 1994 Brantley Circle. The Variance Request: (1) To allow for a rear yard setback of 21 feet instead of 25 feet as required by the Land Development Code. The property zoning is R-1A, Single Family Low Density Residential. The property is developed with a single family residential structure in the Maragee Gardens Subdivision.   The owner is requesting a variance to allow for construction of a balcony on the second story of the residential home. The proposed balcony structure will encroach four (4) feet into the required 25 feet rear yard setback, the balcony will be 21 feet from the rear property line. The parcel located to the rear of subject property is owned by the applicant and vacant. The proposed balcony will be similar in design to match the existing structure. The balcony structure will be located on the second floor and will not increase the impervious surface ratio for property. The balcony addition will not be out of character with the surrounding properties and is consistent with the intent of the Land Development Code for single family residential zoning districts. Section 86-174 of the Land Development Code requires a positive finding on the Review Criteria and Findings in order to grant a variance, staff has reviewed the application as submitted and finds the application can meet a positive finding. Therefore, staff recommends approval of the variance request to the Land Development Code.	
Additional Analysis	

Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	New 86-174 Review Criteria-1994 Brantley Circle Variance	New 86-174 Review Criteria-1994 Brantley Circle Variance.pdf
2.	1994 Brantley Circle-Location Map	1994 Brantley Circle-Location Map.pdf
3.	Clermont Zoning Map	Clermont Zoning Map.pdf
4.	Property Survey	Property Survey.pdf
5.	1994 Brantley VAR application	1994 Brantley VAR application.pdf
6.	Legal AD	Legal AD.pdf

1994 Brantley Circle - Variance

The requirements for a variance are as follows:

“Sec. 86-174, Review Criteria and Finding. When reviewing an application for a variance, the City Council shall not vary the requirements of the land development code unless it makes a positive finding, based on substantial competent evidence, on each of the following:”

FINDINGS:

- (1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners of negatively impact the standard of living of the citizens of the city;
Applicant response: No response provided.

Staff comments: The requested variance to allow a (4) four-feet encroachment into the required 25 feet rear yard setback for construction of a second floor covered balcony addition to an existing single family home. The proposed balcony will be similar in design to the existing home. The variance request will not interfere with the reasonable enjoyment of the adjacent property owners.

Positive finding

- (2) The variance will allow reasonable use of the property; which use is not out of character with other properties in the same zoning category;
Applicant response: No response provided.

Staff comments: The variance request will allow reasonable use of the property and will not be out of character with other properties in the R-1A zoning district.

Positive finding

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

Staff comments: The requested variance to the land development code will not further any legitimate city objective, there are other properties in the R-1A zoning district and surrounding neighborhoods that have a second floor balcony, because the structure will be on the second floor, there is no increase to the impervious surface ratio.

Positive finding

- (4) The granting of the variance is consistent with the city’s comprehensive plan;
Applicant response: No response provided.

Staff comments: The variance request is consistent with the comprehensive plan goals, objectives and policies for single family residential land use designation.

Positive finding

- (5) The variance requested is the minimum variance that will make reasonable use of the land, building, or structure of the benefits that would be achieved under the other variance criteria by granting of the variance outweigh the benefits under this criteria if the variance was denied;

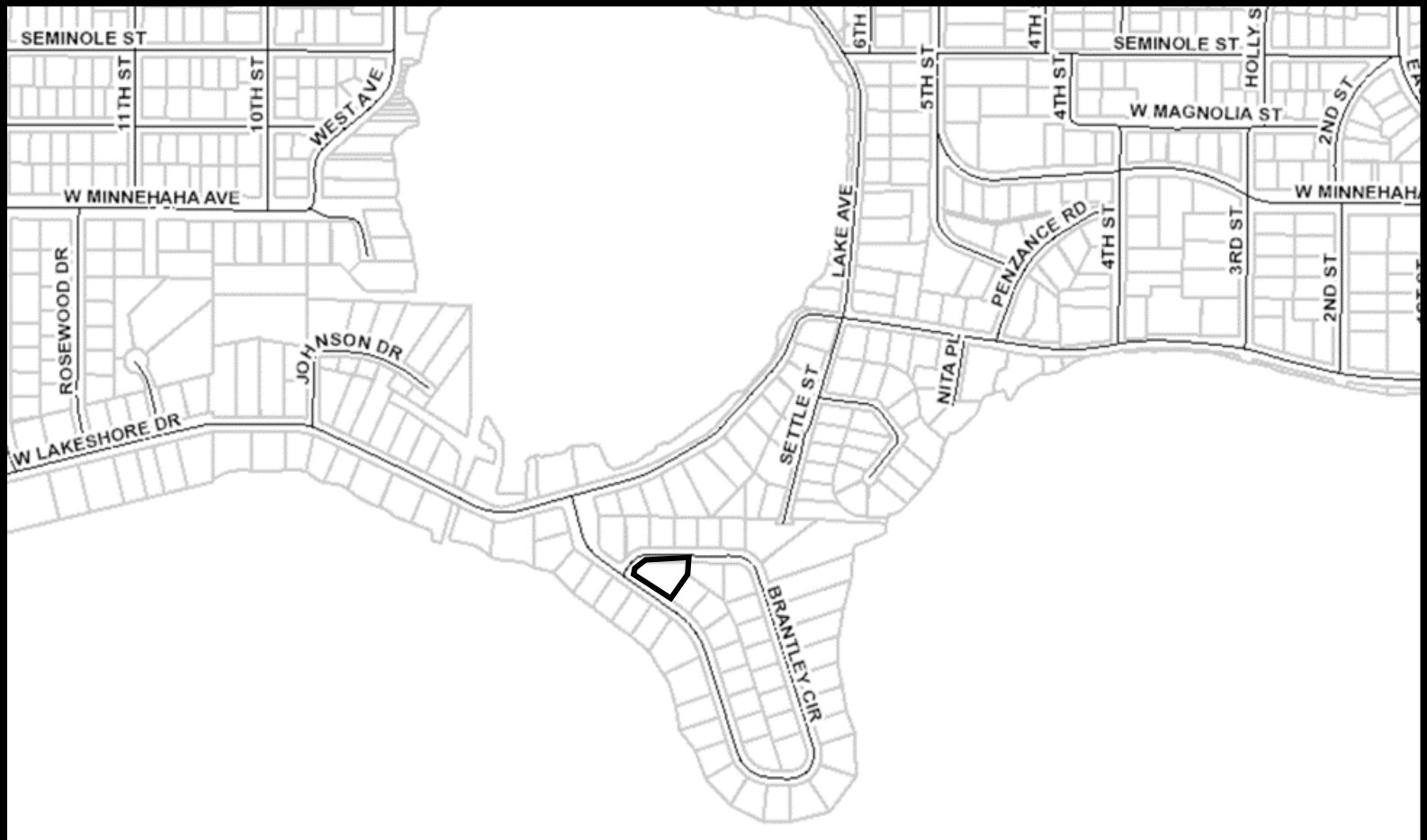
Applicant response: No response provided.

Staff comments: The variance request is the minimum variance that will allow reasonable use of the land; and the benefits achieved under granting of the variance outweigh the benefits under this criterion if the variance was denied. The proposed second floor balcony is consistent with other properties in the community and will not be out of character with the surrounding neighborhoods and intent of the Land Development Code for R-1A zoning district.

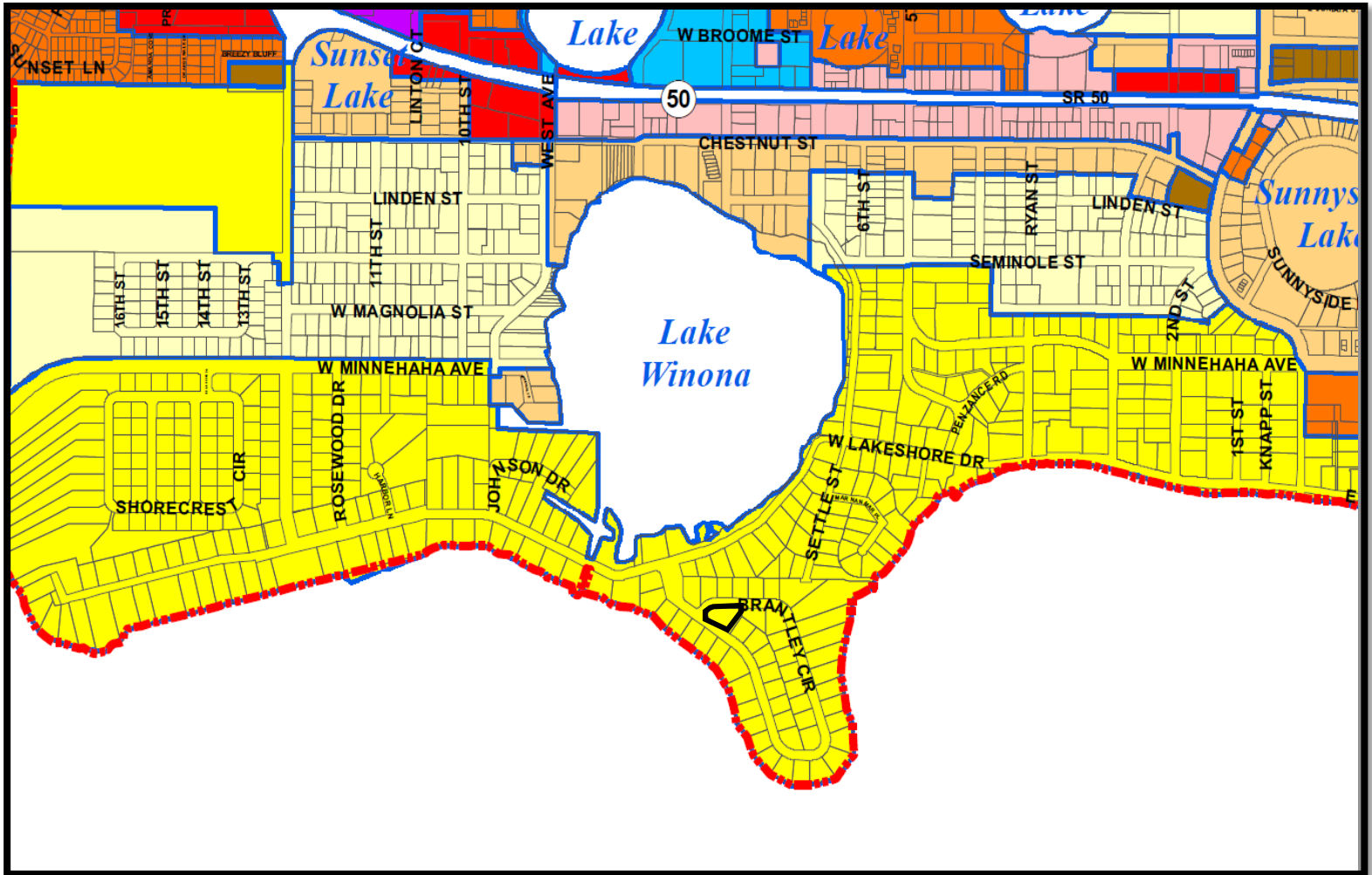
Positive finding

STAFF RECOMMENDATION: Section 86-174 of the Land Development Code requires a positive finding on the Review Criteria and Findings in order to grant a variance, staff has reviewed the application as presented and finds the application can meet a positive finding. Therefore, staff recommends **approval** of the variance request to the Land Development Code.

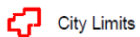
Location Map – 1994 Brantley Circle



Clermont Zoning Map



Legend

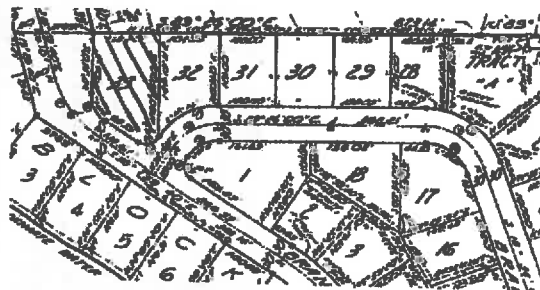


City Limits

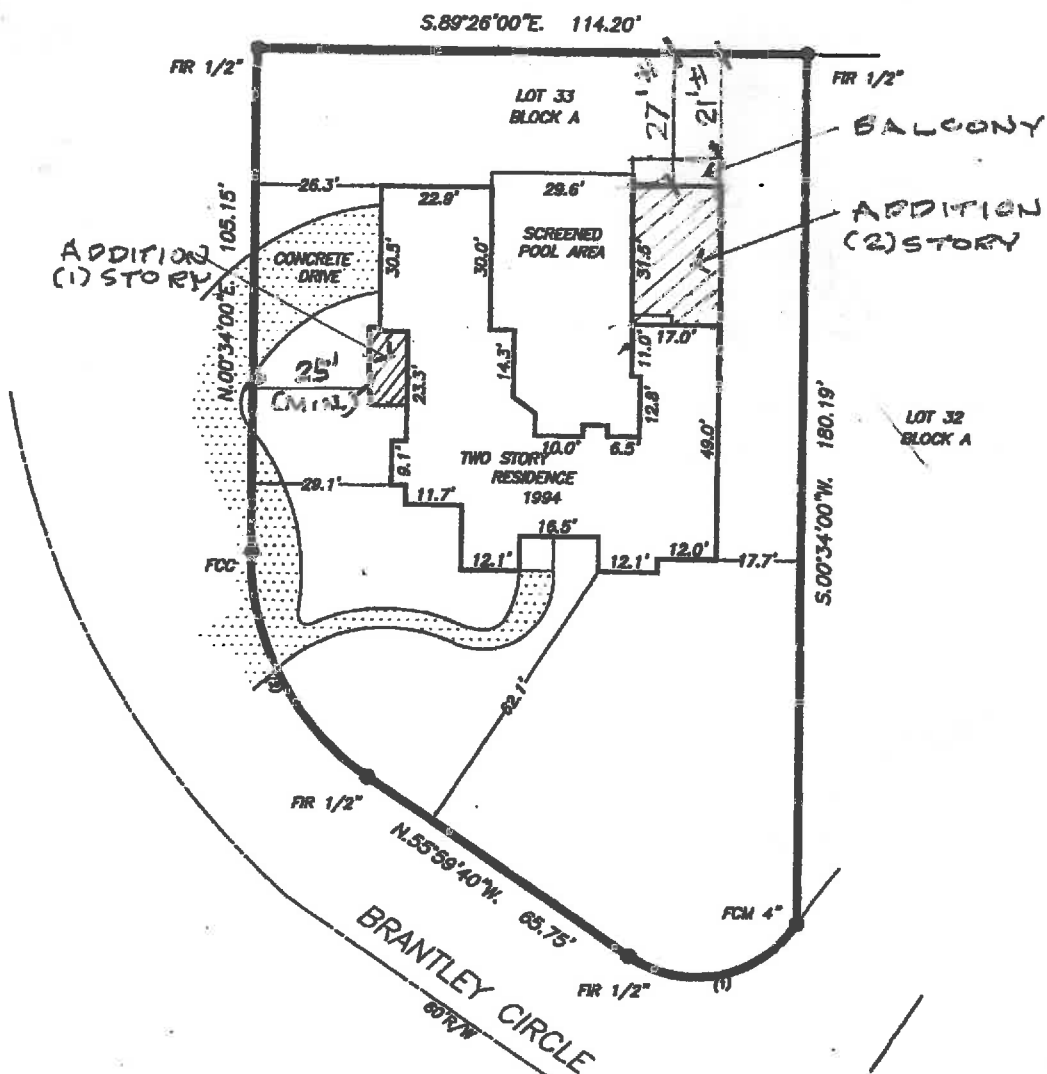
Zoning Designations

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

3525 W. Lake Mary Boulevard, Suite 301 • Lake Mary, FL 32746 • Voice 407.688.7631 • Fax 407.688.7691



NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING
1	25.00'	89°40'58"	39.13'	24.86'	35.26'	S.78°50'38"W.
2	55.00'	56°42'27"	54.44'	29.68'	52.24'	N.27°47'21"W.



Survey number: SL 44972



CITY OF CLERMONT VARIANCE

Filing Instructions

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

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

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

Notification of Public Hearing

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

- (1) The City shall send notice of the proposed variance to the owners of all adjoining properties to the subject property. Such notice shall include the date, time and place of the public hearing before the City Council, along with a clear and concise description of the proposed variance. For the purposes of such notification, adjoining properties shall include those properties within 150 feet of the subject property even when separated from the subject property by a road, canal, easement, right-of-way or similar barrier.
- (2) Notice of public hearing shall be published in a newspaper of general circulation within the City no less than five (5) days prior to the date set for hearing the variance request.

Conditions of Approval and Denial

- (1) When any variance is granted, construction of the structure or other variance item must be started within one year from the date the variance is granted. It shall be the obligation of the owner to file written notice with the Administrative Official and the Development Services Director that he has begun the proposed construction. If no such notice is filed, the variance shall automatically lapse.
- (2) A variance in the zoning regulations may be transferred along with the transfer of the property ownership, but only for the specific use and approved plan originally granted.
- (3) Variance requests which have been denied may not be resubmitted for a period of two (2) years.



CITY OF CLERMONT
VARIANCE
Filing Instructions
Page 2

Check List

The following information shall be provided:

- ☒ Proof of ownership, (i.e. Lake County Property record card, tax receipt, or deed.
- ☒ Legal description of the property – may be on information above.
- ☒ Plot plan (drawn to scale) of the property involved showing the location of existing buildings or structures and the location of proposed buildings or structures which specifically delineates and illustrates the extent of the variance request. Maximum size for plans is 11" x 17" (two full size copies for detail as needed, depending on the Variance).
- ☐ A written justification based on Sec. 86-174, which explains the conditions and circumstances of the alleged hardship and the necessity of the action. Staff will review the application based on the review criteria. Therefore, it is in the applicant's best interest to submit the application with those eight (8) items in mind to justify the variance request.
- ☒ Visual aids that may clarify the variance request such as overhead projections, large scale drawings, etc. A location map must be included that identifies the location of the property. These will be presented by the applicant at the public hearing.
- ☐ The original application and all supplemental materials.
- ☒ Fee: \$300.⁰⁰ plus cost of advertisement for existing single-family residential
\$600.⁰⁰ plus cost of advertisement for all others

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



CITY OF CLERMONT
VARIANCE
Application

DATE: 1/28/19 FEE: _____
PROJECT NAME (if applicable): SCOTT & APRIL KAUFFMAN HOME

APPLICANT: SCOTT & APRIL KAUFFMAN
CONTACT PERSON: SCOTT KAUFFMAN

Address: 1994 BRANTLEY CIRCLE
City: CLERMONT State: FL Zip: 34711
Phone: 352 242 3981 Fax: _____
E-Mail: SCOTT@CALOHA/REALTYGROUP.ORG

OWNER: SCOTT KAUFFMAN
Address: SAME AS ABOVE
City: _____ State: _____ Zip: _____
cell Phone: 407 493 3279 Fax: _____

Address of Subject Property: 1994 BRANTLEY CIRCLE CLERMONT, 34711

General Location: WEST LAKE SHORE DRIVE

Legal Description (include copy of survey): LOT 33, BLOCK A, MARGAREE GARDENS,
ACCORDING TO PLAT THEREOF, AS RECORDING IN PLAT
BOOK 25, PAGE(S) 59, OF THE PUBLIC RECORDS
OF LALG COUNTY, FL.

Land Use (City verification required): RESIDENTIAL



Zoning (City verification required): _____

CITY OF CLERMONT
VARIANCE
Application
Page 2

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

City Zoning Ordinance (Land Development Code Section) from which you are requesting relief:

What are you proposing to do that would require a variance and why? Build a Balcony as part of new addition. Balcony falls a few feet into setback to rear of house into vacant lot I own!

How does the Code create a hardship? won't be to fully use upstairs room

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

Variance requested – subject and code section: _____

Sec. 86-174. Review criteria and findings.

When reviewing an application for a variance, the City Council shall not vary the requirements of any provision of this land development code unless it makes a positive finding, based on substantial competent evidence, on each of the following:

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



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

PLEASE SEE ATTACHED WORD DOC

CITY OF CLERMONT

VARIANCE

Application

Page 3

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

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

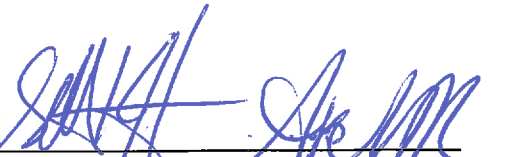
(5) The variance requested is the minimum variance that will make reasonable use of the land, building, or structure or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance were denied.



CITY OF CLERMONT
VARIANCE
Application
Page 4

APRIL'S
SCOTT KAUFFMAN

Applicant Name (print)

X 
Applicant Name (signature)

SCOTT & APRIL KAUFFMAN

Owner Name (print)

X 
Owner Name (signature)

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

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

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

ARTICLE IV. VARIANCES

Sec. 86-171. Permitted variances; exclusions.

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



surroundings or topographical condition of the property, compliance would result in a particular hardship upon the owner. A hardship is distinguished from a mere inconvenience or a desire to increase monetary gain.

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

- (1) Requests for variances to the adopted comprehensive plan.
- (2) Requests for variances to permit a use which is not allowed as a permitted use or as a conditional use within the specific zoning district.
- (3) Requests for variances to permit the expansion of a nonconforming use of any land or structure, or the continuance of any nonconforming use which has ceased by discontinuance or abandonment for a period of one year, or the reestablishment of a nonconforming building or structure which has been destroyed or damaged by fire, explosion or act of God or in another manner to the extent of 50 percent or more of its assessed valuation.

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

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

Sec. 86-172. Application.

Sec. 86-173. Notice of public hearing.

Sec. 86-174. Review criteria and findings.

When reviewing an application for a variance, the board of zoning adjustment shall not vary the requirements of any provision of this land development code unless it makes a positive finding, based on substantial competent evidence, on each of the following:

- (1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;
- (2) The variance will allow a reasonable use of the property, which use is not out of character with other properties in the same zoning category;



- (3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance were denied;
- (4) The granting of the variance is consistent with the city's comprehensive plan; and
- (5) The variance requested is the minimum variance that will make reasonable use of the land, building, or structure or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance were denied.

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

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

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

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

Advertising Receipt

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

CITY OF CLERMONT
Carlie Zinker
P.O. BOX 120219
CLERMONT, FL 34712

Account Number: 7101866
Order Number: 10085565
Phone: (352) 241-7331
Date: 02/28/19
Ad Taker: Joanne French

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE Notice is hereby given that the City Council of the City of Cle	03/05/2019	03/05/2019	\$101.63

LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider a request for the following variance: (1) to allow for a rear yard setback less than 25 feet as required by the Land Development Code, Section 122-105 at the following location:

LOCATION

1994 Brantley Circle
(Alternate Key 2813369)

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

This request will be heard by the City Council at a public hearing to be held on Tuesday, March 12, 2019 at 6:30 P.M. in the Clermont City Hall, Council Chambers located at 685 West Montrose Street.

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

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7331, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC
City Clerk

Ad No: 10085565
March 05, 2019

Payment Info	
Ad Price	\$101.63
Tax	\$0.00
Sub Total	\$101.63
Prepaid Amount	\$0.00
Balance Due	\$101.63

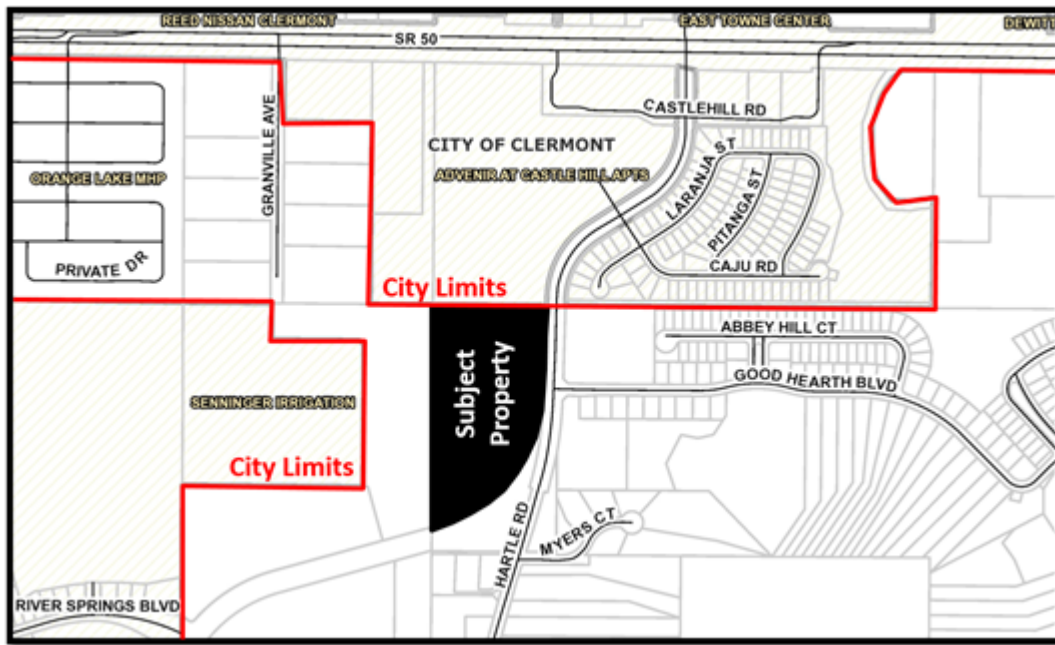


CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, March 12, 2019	
Agenda Item Name	
Ordinance No. 2019-14 <i>Introduction Wise Property</i>	
Requested Action	
Recommend introduction of Ordinance 2019-14.	
Staff Report	
The applicant, LPG Urban & Regional Planners, LLC, is requesting voluntary annexation of the subject property. The property, approximately 13 acres, is located west of the CR 455/Hartle Road and Good Hearth Boulevard intersection. This request is being heard concurrently with requests for a Large-Scale Comprehensive Plan Amendment and a rezoning to a Planned Unit Development (PUD). The property has been historically used for agricultural uses, formerly citrus and now planted pine.  The applicant desires to develop the property for commercial, office, and multi-family use. The property is located within the Interlocal Service Boundary Agreement (ISBA) and the Joint Planning Area (JPA). The applicant is requesting City services for the 13 +/- acre project, in which the City can fully serve. The property is contiguous with the City limits along the northern property line.	



The related request for a comprehensive plan amendment would change the future land use from Lake County's Urban Low Density designation to the City's Commercial. The annexation would assign the default zoning in the City to Urban Estate Low Density Residential. The applicant is requesting a rezoning to a PUD for up to 96,000 square feet of commercial/office space and 96 multi-family units.

The request to annex is an orderly and efficient transition of uses, with densities and intensities, which currently exist within the City of Clermont. Since the subject property meets the requirements for voluntary annexation under Florida Statutes Chapter 171.044, the City is capable of serving the property, and is within the ISBA and the JPA; staff recommends approval of the annexation.

Additional Analysis

Fiscal Impact Summary

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)

1.	2019-14 Wise ANN	2019-14 Wise ANN.doc
2.	Wise Map	Wise Map.pdf
3.	171094 Daniel Wise -Bndy_10-24_17	171094 Daniel Wise -Bndy_10-24_17.pdf
4.	Signed Applications	Signed Applications.pdf



CITY OF CLERMONT
ORDINANCE NO. 2019-14

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND CONTIGUOUS TO THE PRESENT CITY BOUNDARIES; PROVIDING FOR AN EFFECTIVE DATE, SEVERABILITY, RECORDING, AND PUBLICATION.

WHEREAS, the City Council of the City of Clermont, Lake County, Florida has received a Petition for Annexation of a parcel of land contiguous to the present corporate limits under Section 171.044, Florida Statutes; and

WHEREAS, the City Council of the City of Clermont, Lake County, Florida, has determined that it is in the best interest of the City and of the property herein sought to be annexed that the City annex the following described property; and

WHEREAS, the City Council has determined that the area sought to be annexed is contiguous to the City and is in need of the services which the City can offer and the City has determined that such area sought to be annexed will be substantially benefited by annexation; and

WHEREAS, the City Council has determined that all requirements of Section 171.044, Florida Statutes, have been met.

SECTION 1.

NOW, THEREFORE, BE IT ORDAINED, under the provisions of Florida Statute Chapter 171 and the General and Special Laws of the State of Florida; that the City of Clermont, Lake County, Florida, does hereby annex to and make part of its corporate boundaries; the following described property contiguous to the present City boundary, to-wit:

LEGAL DESCRIPTION

TRACTS 38 AND 43, SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, ACCORDING TO LAKE HIGHLAND COMPANY'S PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 24, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
LESS AND EXCEPT:

THAT PART OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT AN AXLE FOUND AT THE CENTER OF SAID SECTION 26; THENCE N89°33'31"W ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 26 FOR A DISTANCE OF 665.32 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTH LINE RUN S00°22'13"W ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 26 FOR A DISTANCE OF 781.85 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 2000.00 FEET AND A CHORD



CITY OF CLERMONT
ORDINANCE NO. 2019-14

BEARING OF S 13°13'33"W; THENCE LEAVING SAID WEST LINE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°16'21" FOR A DISTANCE OF 218.95 FEET TO A NON-TANGENT LINE; THENCE N73°38'17"W, 100.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1,900.00 FEET AND A CHORD BEARING OF N09°05'12"E; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°33'03" FOR A DISTANCE OF 482.53 FEET TO THE POINT OF TANGENCY; THENCE N01°48'40"E, 492.21 FEET TO A POINT ON THE AFORESAID NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 26; THENCE S89°33'31"E ALONG SAID NORTH LINE, 59.52 FEET TO THE POINT OF BEGINNING.

SUBJECT TO AN EASEMENT DATED 1/30/53, FILED 2/3/53 FROM BORIS ARNOV, JR., A SINGLE MAN, TO HELEN MATHER-SMITH, AN UNMARRIED WOMAN, CONVEYING A PERPETUAL EASEMENT FOR INGRESS AND EGRESS OF PEDESTRIAN AND VEHICULAR TRAFFIC OVER THE FOLLOWING DESCRIBED LAND: ALL THAT PART OF THE SOUTHERLY 25 FEET OF TRACTS 38 AND 43, OF LAKE HIGHLAND'S COMPANY PLAT OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, RECORDED IN PLAT BOOK 3, PAGE 24, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, EXCEPT THAT PART OF SAID SOUTHERLY 25 FEET LYING WEST OF THE COUNTY ROAD.

ALSO LESS AND EXCEPT ORB 4561, PG 1260

PARCEL "A"

THAT PORTION OF TRACTS 38 AND 43, MAP OF SECTION 26 OF LAKE HIGHLANDS COMPANY, AS RECORDED IN PLAT BOOK 3, PAGE 52, AND LAKE HIGHLANDS COMPANY. PLAT, TOWNSHIP 22 SOUTH, RANGE 26 EAST, PLAT BOOK 3, PAGE 24, ALL OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER OF SECTION 26 AS SHOWN ON JOHN'S LAKE LANDING PHASE 1, AS RECORDED IN PLAT BOOK 65, PAGE 58, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE NORTH 89°33'31" WEST ALONG THE NORTH LINE OF THE SOUTHWEST 1 /4 OF SAID SECTION 26 AND THE NORTH BOUNDARY LINE OF SAID PLAT FOR 724.84 FEET TO THE WESTERLY BOUNDARY OF SAID PLAT; THENCE ALONG SAID WESTERLY BOUNDARY THE FOLLOWING FOUR (4) COURSES: SOUTH 01°48'40' WEST FOR 475.87 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SQUIB 01°48'40' WEST FOR 16.34 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1900.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 14°33'03" FOR 482.53 FEET; THENCE SOUTH 73°38'17" EAST FOR 38.64 FEET TO POINT A AND THE WESTERLY EDGE OF PAVEMENT FOR HARTLE ROAD AS IT EXISTED ON JULY 03, 2014; THENCE DEPARTING SAID BOUNDARY OF JOHN'S LAKE LANDING PHASE 1, RUN ALONG THE WESTERLY EDGE OF PAVEMENT OF SAID HARTLE ROAD THE FOLLOWING



CITY OF CLERMONT
ORDINANCE NO. 2019-14

FIVE (5) COURSES: SOUTH 11'58'12" WEST FOR 11.38 FEET; THENCE SOUTH 14'56'12" WEST FOR 17.62 FEET; THENCE SOUTH 15'49'20" WEST FOR 52.94 FEET; THENCE SOUTH 16'43'20" WEST FOR 79.99 FEET; THENCE SOUTH 17'05'28" WEST FOR 184.18 FEET TO THE SOUTH LINE OF SAID TRACT 43; THENCE NORTH 89'34'35" WEST ALONG SAID SOUTH LINE FOR 459.96 FEET TO THE WEST LINE OF SAID TRACT 43; THENCE NORTH 00'20'25" EAST ALONG SAID WEST LINE FOR 128.89 FEET; THENCE DEPARTING SAID WEST LINE, NORTH 74'35'13" EAST FOR 45.80 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 740.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 72'46'33" FOR 939.93 FEET; THENCE SOUTH 88'11'20" EAST ALONG A RADIAL LINE FOR 10.00 FEET TO THE POINT OF BEGINNING; CONTAINING 3.45 ACRES OR 150,211 SQUARE FEET, MORE OR LESS. TOGETHER WITH

PARCEL "B"

THAT PORTION OF TRACT 43, MAP OF SECTION 26 OF LAKE HIGHLANDS COMPANY, AS RECORDED IN PLAT BOOK 3, PAGE 52, AND LAKE HIGHLANDS COMPANY PLAT, TOWNSHIP 22 SOUTH, RANGE 26 EAST, PLAT BOOK 3, PAGE 24, ALL OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCE AT THE AFOREMENTIONED POINT "A"; THENCE ALONG THE WESTERLY BOUNDARY LINE OF JOHN'S LAKE LANDING PHASE 1, AS RECORDED IN PLAT BOOK 65, PAGE 58, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, THE FOLLOWING FOUR (4) COURSES: SOUTH 73'38'17" EAST FOR 22.31 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 73'38'17" EAST FOR 39.05 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 2000.00 FEET AND A RADIAL LINE WHICH BEARS SOUTH 73'38'17" EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06'16'21" FOR 218.95 FEET; THENCE SOUTH 00'22'13" WEST ALONG SAID BOUNDARY OF JOHN'S LAKE LANDING PHASE 1 AND BOUNDARY OF MYERS COVE AS RECORDED IN PLAT BOOK 29, PAGE 38, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, FOR 529.01 FEET TO THE SOUTH LINE OF SAID TRACT 43; THENCE NORTH 89'34'35" WEST ALONG SAID SOUTH LINE FOR 183.56 FEET TO THE EASTERLY EDGE OF PAVEMENT OF HARTLE ROAD AS IT EXISTED ON JULY 03, 2014; THENCE ALONG SAID EASTERLY EDGE OF PAVEMENT THE FOLLOWING SEVEN (7) COURSES: NORTH 17'16'39" EAST FOR 178.58 FEET; THENCE NORTH 16'26'45" EAST FOR 80.85 FEET; THENCE NORTH 16'03'52" EAST FOR 20.50 FEET; THENCE NORTH 86'56'24" EAST FOR 1.36 FEET; THENCE NORTH 16'09'13" EAST FOR 22.28 FEET; THENCE NORTH 14'42'51" EAST FOR 26.66 FEET; THENCE NORTH 18'18'30" EAST FOR 11.14 FEET TO THE POINT OF BEGINNING.

LOCATION

West of the County Road 455/Hartle Road and Good Health Boulevard Intersection
Alternate Key 1648157

SECTION 2.

That the aforescribed property shall be and hereby is made part and parcel of the City of Clermont, Lake County, Florida, and that said property shall be subject to all of the laws, ordinances, and provisions pertaining to the City of Clermont.

SECTION 3.

All property aforescribed shall henceforth be subject to ad valorem taxation by the City of Clermont, Lake County, Florida and any other general or special taxes or assessments.

SECTION 4.

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

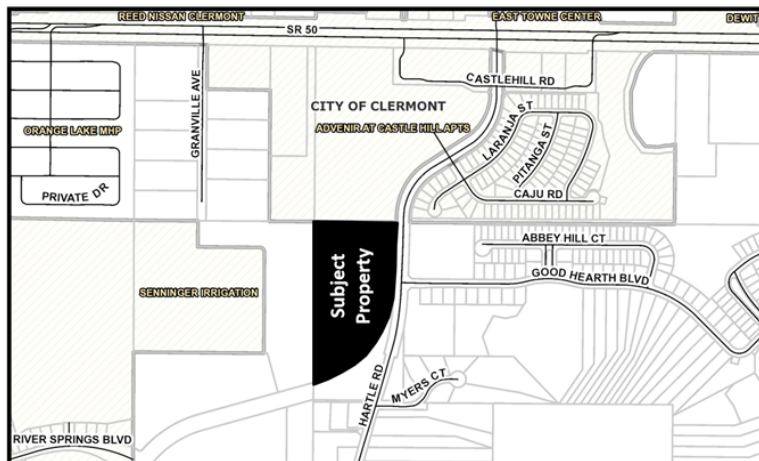
SECTION 5.

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

SECTION 6.

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

Location map:





CITY OF CLERMONT
ORDINANCE NO. 2019-14

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 28th day of May, 2019.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map - Wise Property

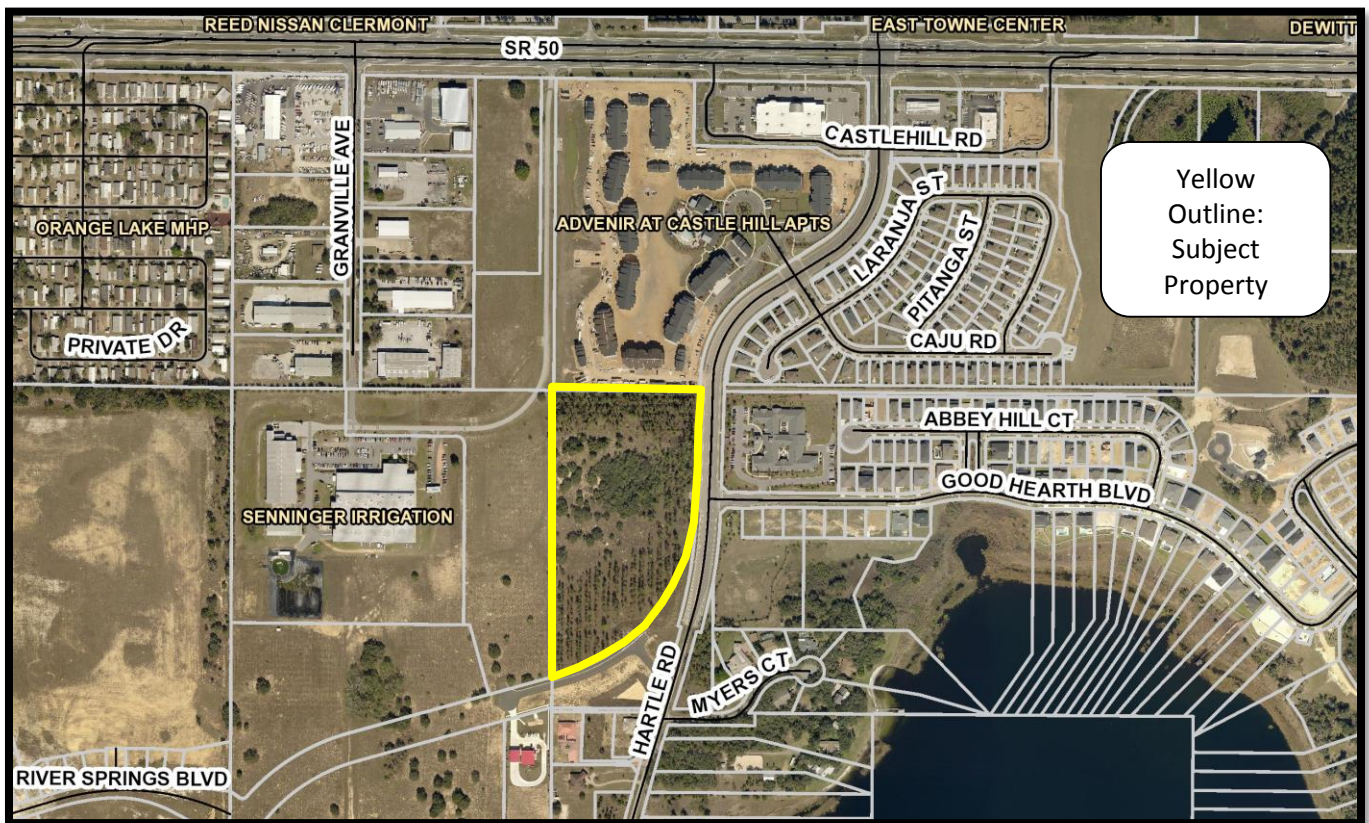
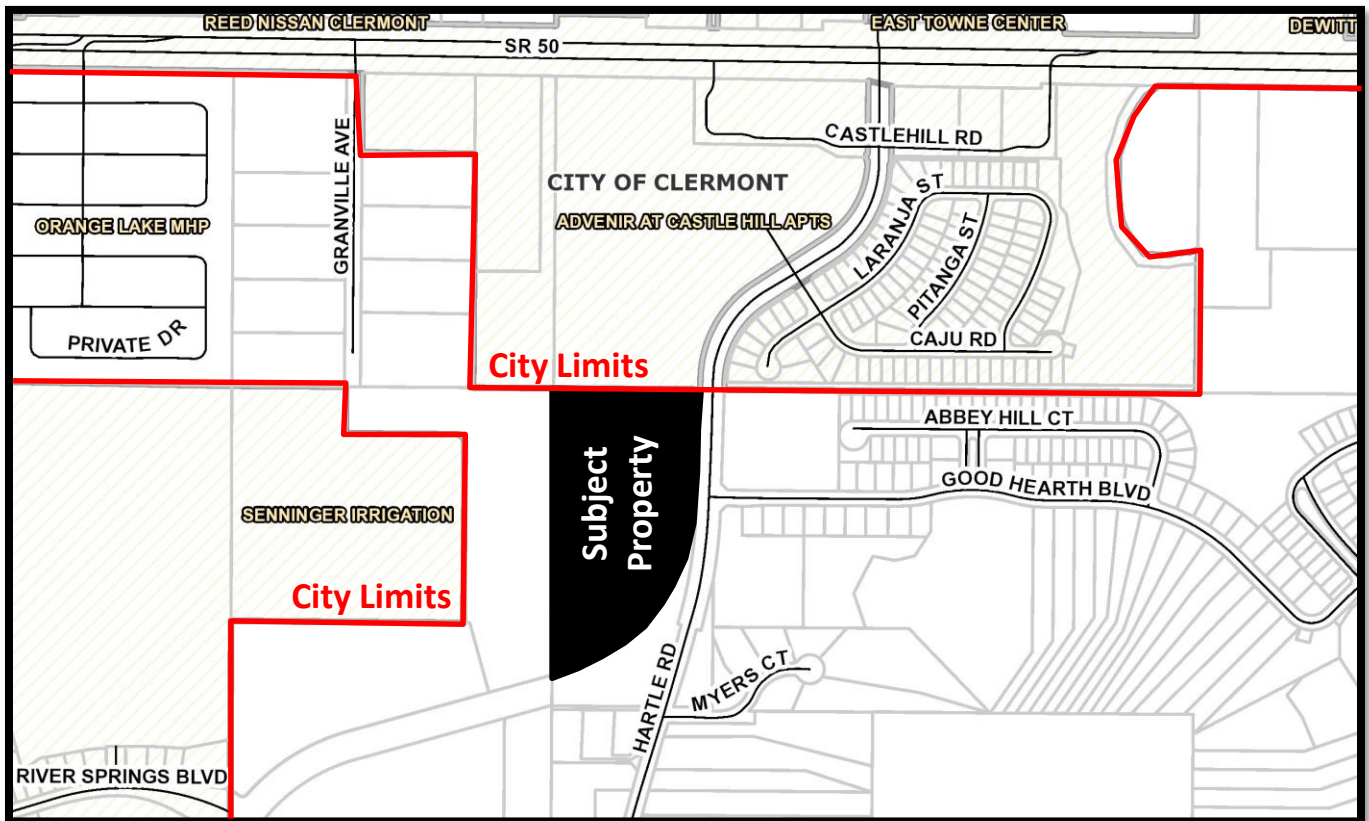


Exhibit – Future Land Use Map – Wise Property

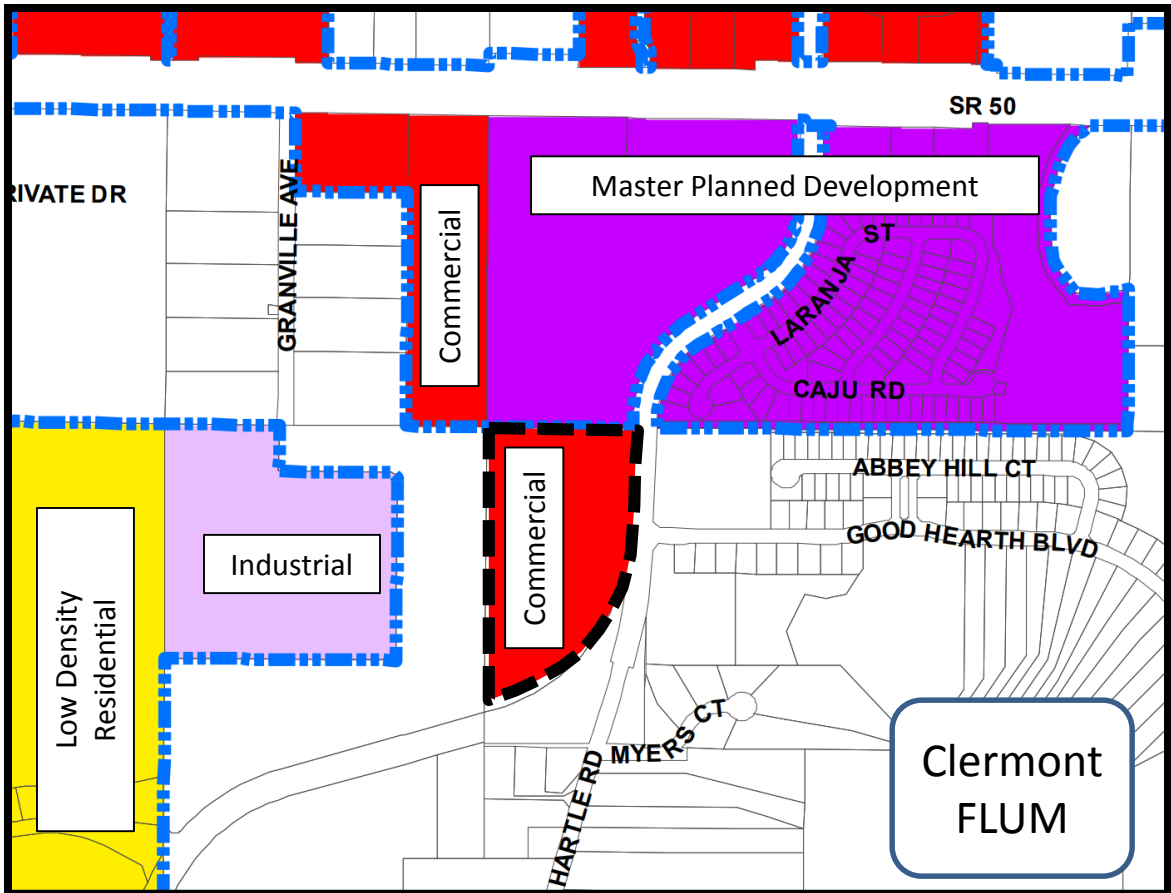
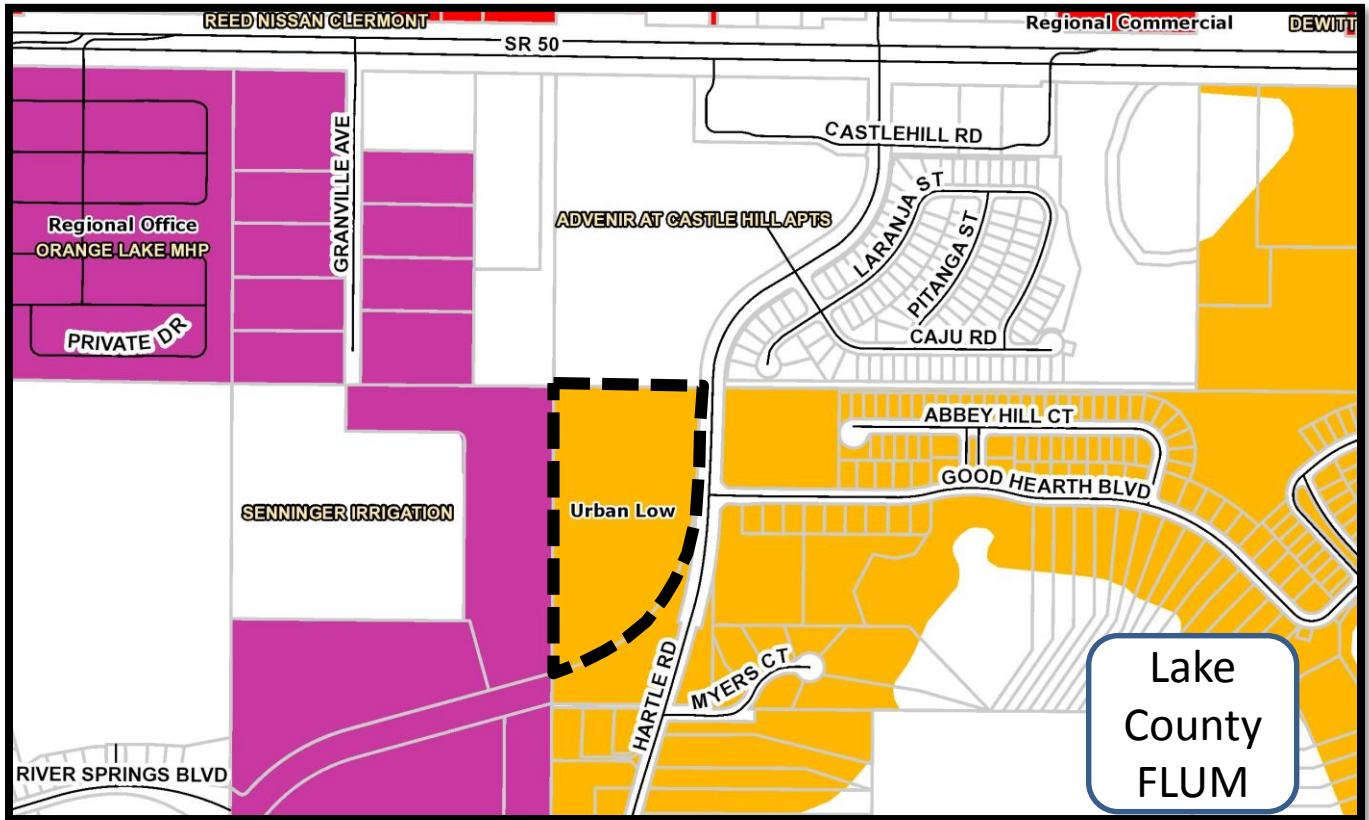
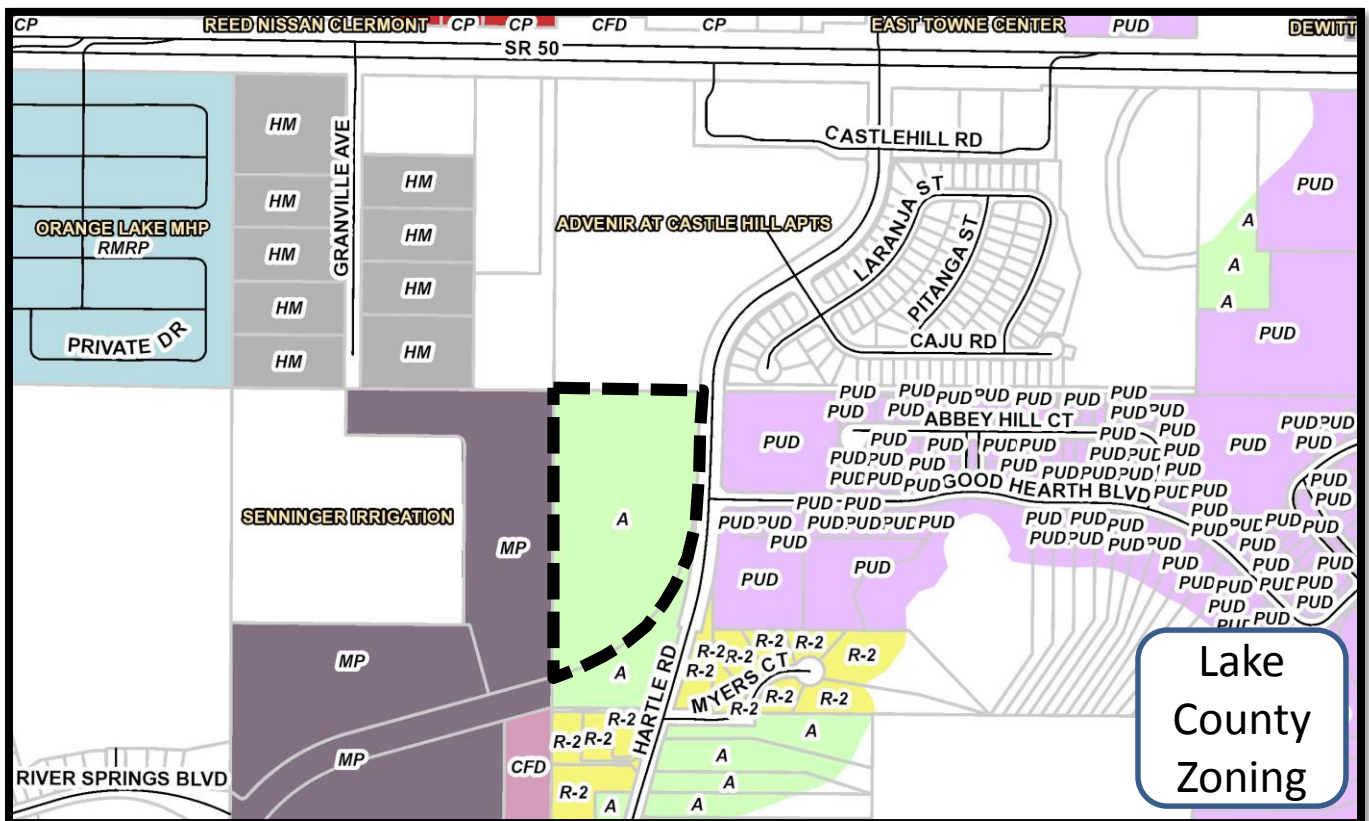
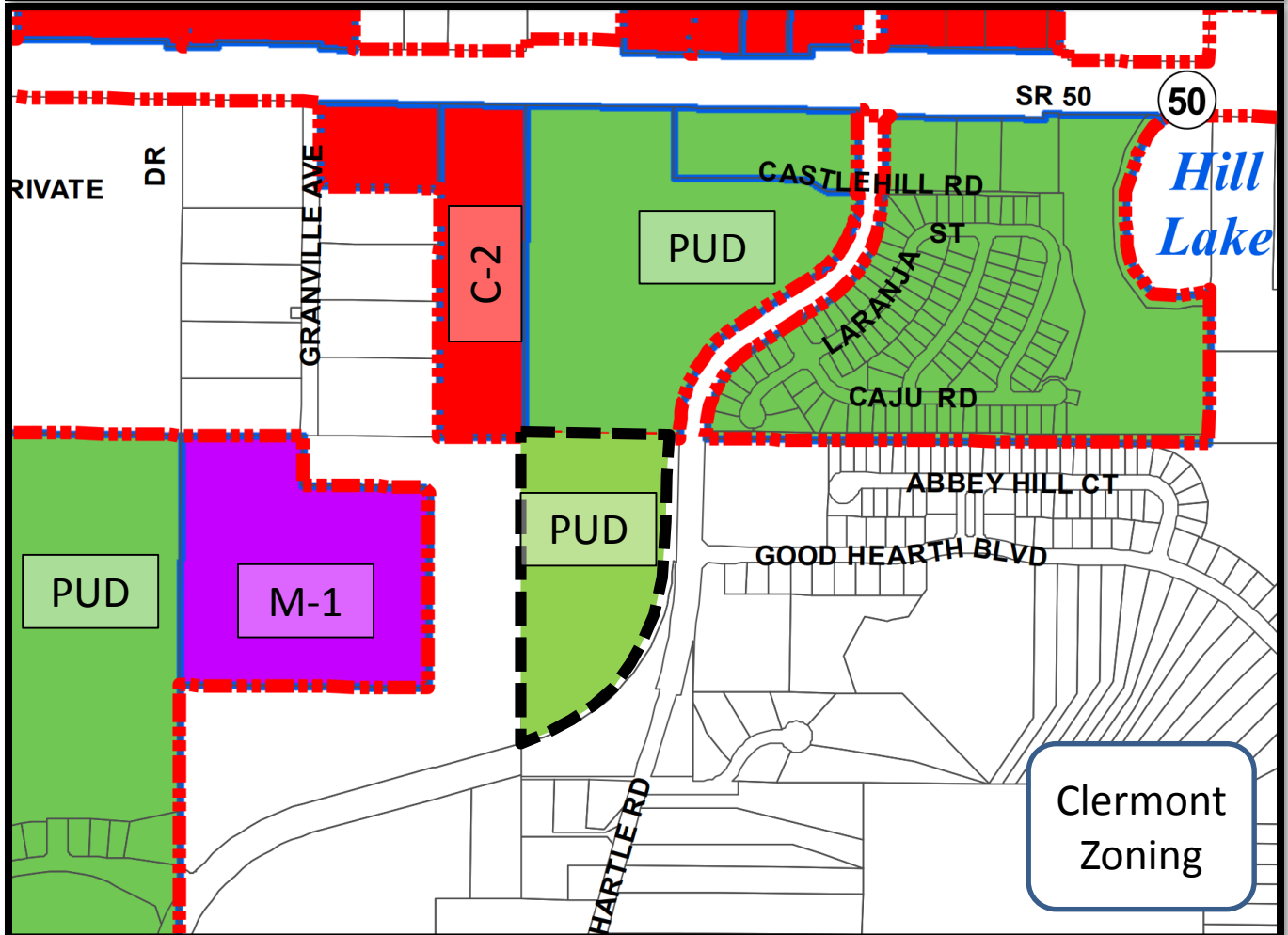


Exhibit – Zoning Map – Wise Property



Lake
County
Zoning



Clermont
Zoning

LEGAL DESCRIPTION

TRACTS 38 AND 43, SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, ACCORDING TO LAKE HIGHLAND COMPANY'S PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 24, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

LESS AND EXCEPT:

THAT PART OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCE AT AN AXLE FOUND AT THE CENTER OF SAID SECTION 26; THENCE N89°33'31"W ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 26 FOR A DISTANCE OF 665.32 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTH LINE RUN S00°22'13"W ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 26 FOR A DISTANCE OF 781.85 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 2000.00 FEET AND A CHORD BEARING OF S 13°13'33"W; THENCE LEAVING SAID WEST LINE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°16'21" FOR A DISTANCE OF 218.95 FEET TO A NON-TANGENT LINE; THENCE N73°38'17"W, 100.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1,900.00 FEET AND A CHORD BEARING OF N09°05'12"E; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°33'03" FOR A DISTANCE OF 482.53 FEET TO THE POINT OF TANGENCY; THENCE N01°48'40"E, 492.21 FEET TO A POINT ON THE AFORESAID NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 26; THENCE S89°33'31"E ALONG SAID NORTH LINE, 59.52 FEET TO THE POINT OF BEGINNING.

SUBJECT TO AN EASEMENT DATED 1/30/53, FILED 2/3/53 FROM BORIS ARNOV, JR., A SINGLE MAN, TO HELEN MATHER-SMITH, AN UNMARRIED WOMAN, CONVEYING A PERPETUAL EASEMENT FOR INGRESS AND EGRESS OF PEDESTRIAN AND VEHICULAR TRAFFIC OVER THE FOLLOWING DESCRIBED LAND: ALL THAT PART OF THE SOUTHERLY 25 FEET OF TRACTS 38 AND 43, OF LAKE HIGHLAND'S COMPANY PLAT OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, RECORDED IN PLAT BOOK 3, PAGE 24, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, EXCEPT THAT PART OF SAID SOUTHERLY 25 FEET LYING WEST OF THE COUNTY ROAD.

ALSO LESS AND EXCEPT ORB 4561, PG 1260

PARCEL "A"

THAT PORTION OF TRACTS 38 AND 43, MAP OF SECTION 26 OF LAKE HIGHLANDS COMPANY, AS RECORDED IN PLAT BOOK 3, PAGE 52, AND LAKE HIGHLANDS COMPANY, PLAT, TOWNSHIP 22 SOUTH, RANGE 26 EAST, PLAT BOOK 3, PAGE 24, ALL OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTION 26, ? TOWNSHIP 22 SOUTH, RANGE 26 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER OF SECTION 26 AS SHOWN ON JOHN'S LAKE LANDING PHASE 1, AS RECORDED IN PLAT BOOK 65, PAGE 58, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE NORTH 89°33'31" WEST ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 26 AND THE NORTH BOUNDARY LINE OF SAID PLAT FOR 724.84 FEET TO THE WESTERLY BOUNDARY OF SAID PLAT; THENCE ALONG SAID WESTERLY BOUNDARY THE FOLLOWING FOUR (4) COURSES: SOUTH 01°48'40" WEST FOR 475.87 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S01B 01°48'40" WEST FOR 16.34 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1900.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 14°33'03" FOR 482.53 FEET; THENCE SOUTH 73°38'17" EAST FOR 38.64 FEET TO POINT A AND THE WESTERLY EDGE OF PAVEMENT FOR HARTLE ROAD AS IT EXISTED ON JULY 03, 2014; THENCE DEPARTING SAID BOUNDARY OF JOHN'S LAKE LANDING PHASE 1, RUN ALONG THE WESTERLY EDGE OF PAVEMENT OF SAID HARTLE ROAD THE FOLLOWING FIVE (5) COURSES: SOUTH 11°58'12" WEST FOR 11.38 FEET; THENCE SOUTH 14°56'12" WEST FOR 17.62 FEET; THENCE SOUTH 15°49'20" WEST FOR 52.94 FEET; THENCE SOUTH 16°43'20" WEST FOR 79.99 FEET; THENCE SOUTH 17°05'28" WEST FOR 184.18 FEET TO THE SOUTH LINE OF SAID TRACT 43; THENCE NORTH 89°34'35" WEST ALONG SAID SOUTH LINE FOR 459.96 FEET TO THE WEST LINE OF SAID TRACT 43; THENCE NORTH 00°20'25" EAST ALONG SAID WEST LINE FOR 128.89 FEET; THENCE DEPARTING SAID WEST LINE, NORTH 74°35'13" EAST FOR 45.80 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 740.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 72°46'33" FOR 939.93 FEET; THENCE SOUTH 88°11'20" EAST ALONG A RADIAL LINE FOR 10.00 FEET TO THE POINT OF BEGINNING; CONTAINING 3.45 ACRES OR 150,211 SQUARE FEET, MORE OR LESS, TOGETHER WITH

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CONTAINING 1.10 ACRES OR 47,901 SQUARE FEET, MORE OR LESS.

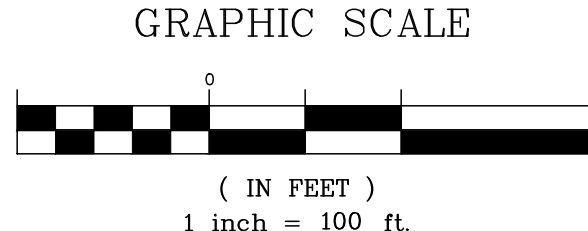
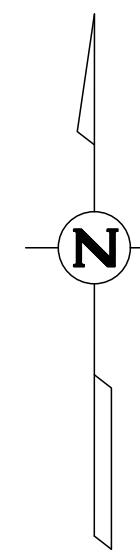
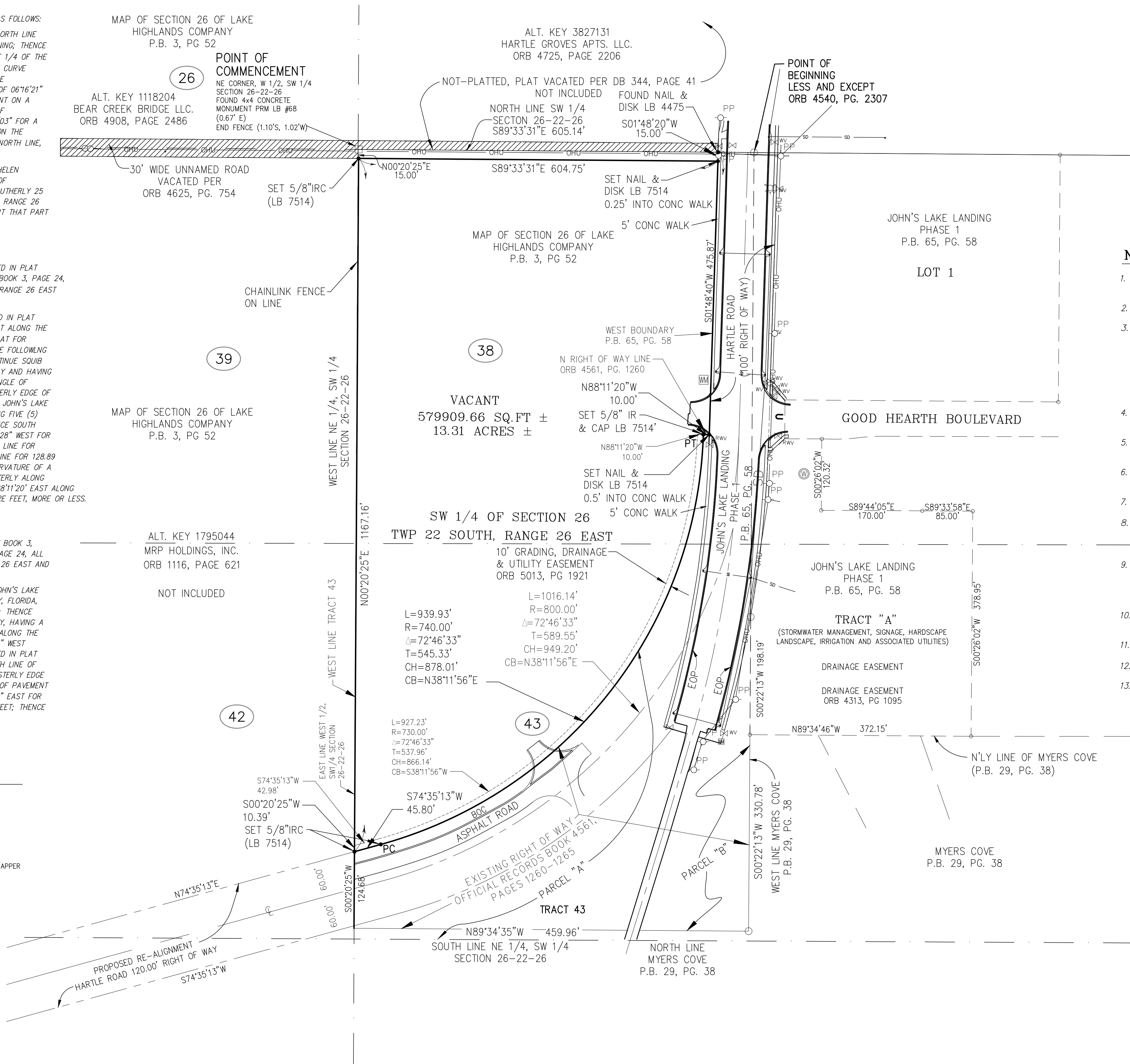
LEGEND

	WATER METER	POC	POINT OF COMMENCEMENT
	CLEAN OUT	POB	POINT OF BEGINNING
	WATER VALVE	ID	IDENTIFICATION
	GAS METER	LB	LICENSED BUSINESS
	POWER POLE	RLS	REGISTERED LAND SURVEYOR
	FLAG POLE	PSM	PROFESSIONAL SURVEYOR AND MAPPER
	FIRE HYDRANT	EOP	EDGE OF PAVEMENT
	SIGN	BOC	BACK OF CURB
	SET 5/8" IRON ROD AND CAP (LB 7514) OR AS NOTED	IR	IRON ROD
	SET NAIL AND DISC (LB 7514) OR AS NOTED	CONC	CONCRETE
	FOUND CONCRETE MONUMENT (AS NOTED)	AC	AIR CONDITIONER PAD
	TELEPHONE JUNCTION BOX	BFP	BACKFLOW PREVENTER
	LIGHT POLE	IRC	IRON ROD & CAP
	GUY WIRE	SAN	SANITARY LINE
	OVERHEAD UTILITY LINE	CLF	CHAIN LINK FENCE
	SANITARY SEWER LINE	ICV	IRRIGATION CONTROL VALVE
	FENCE LINE	FOC	FIBER OPTIC CABLE
	MEASURED	EJB	ELECTRIC JUNCTION BOX
	DESCRIBED	INV	INVERT
	PLAT	N&D	NAIL & DISK
	CALCULATED	FFE	FINISHED FLOOR ELEVATION
	CENTERLINE	PC	POINT OF CURVATURE
	FLORIDA DEPARTMENT OF TRANSPORTATION	PT	POINT OF TANGENCY
	CATEGORY 5 CABLE JUNCTION	PRC	POINT OF REVERSE CURVE
	ELECTRICAL JUNCTION BOX	ORB	OFFICIAL RECORDS BOOK
	BOLLARD	PG	PAGE
	STORM MANHOLE	RR	RAILROAD
	SEWER MANHOLE	SEC	SECTION
	WELL	DB	DEED BOOK
	GAS VALVE	SQ.FT.	SQUARE FEET
	SEWER VALVE	S&2	SCHEDULE B 2 ITEM
	FIRE VALVE		
	SPRINKLER		
	MONITORING WELL		

UTILITIES

PVC POLYVINYL CHLORIDE
CMP CORRUGATED METAL PIPE
RCP REINFORCED CONCRETE PIPE

BOUNDARY SURVEY



NOTES:

- THE SURVEY MAP (AND/OR) REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- CERTIFICATION IS LIMITED TO PARTIES NAMED HEREON.
- BEARINGS SHOWN HEREON ARE FLORIDA STATE PLANE COORDINATE EAST ZONE BASED ON LENGEMANN L-NET GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) NETWORK, THAT IS CERTIFIED BY WANTMAN GROUP, INCORPORATED, AND IS BASED ON NORTH AMERICAN DATUM OF 1983, 2007 ADJUSTMENT (SPCS'83-2007) THIS SURVEY WAS CHECKED TO LAKE COUNTY GEODETIC AND BENCHMARK DENSIFICATION PROJECT 2002 "LK 176" AND REFERENCED TO THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST AS BEING SOUTH 00°20'25" WEST.
- THE LEGAL DESCRIPTION WAS SUPPLIED BY THE CLIENT AND COPIES OF THE ORIGINAL DEEDS WERE OBTAINED FROM THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF TITLE AND THEREFORE IS SUBJECT TO CHANGE DUE TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
- LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS, RIGHTS OF WAY, OWNERSHIP OR OTHER MATTERS OF RECORD BY THIS FIRM.
- UNDERGROUND IMPROVEMENTS SUCH AS UTILITIES, FOUNDATIONS, ETC. WERE NOT LOCATED.
- LANDS SHOWN HEREON LIE IN FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL FLOODPLAIN), ACCORDING TO FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 12069 C 0595 E EFFECTIVE DATE: DECEMBER 18, 2012.
- THE EXPECTED USE OF LAND, AS CLASSIFIED IN THE FLORIDA STANDARDS OF PRACTICE (5J-17.051 FAC), IS "RESIDENTIAL". THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF BOUNDARY SURVEY IS 1 FOOT IN 7,500 FEET. THE ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE WAS FOUND TO EXCEED THIS REQUIREMENT.
- THIS SURVEY MEETS ALL APPLICABLE REQUIREMENTS OF THE FLORIDA STANDARDS OF PRACTICE AS CONTAINED IN CHAPTER 5J-17.052 OF THE FLORIDA ADMINISTRATIVE CODES.
- DATE OF FIELD WORK IS REFLECTED IN TITLE BLOCK, NOT THE DATE OF SIGNATURE.
- THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1/100 OR SMALLER.
- HORIZONTAL DATUM SHOWN HEREON IS IN U.S. FEET.

CERTIFIED TO:

DANIEL Z. WISE, TRUSTEE

DATE:

JAMES M. STRAUGHAN, PROFESSIONAL SURVEYOR & MAPPER FLORIDA
REGISTRATION NO. 5309

SHEET 1 OF 1

CLIENT	Daniel Z. Wise, Trustee
JOB NO.	JOB # 171094.0000-001
ACAD FILE	2017-ACAD-171094.0000 Boundary.dwg
DATE	10/17/2017 CHECKED BY: JMS
DRAWN BY:	Scott Dixon FLD. BOOK:MISC 6
REVISIONS	DATE

BOUNDARY SURVEY

26-22S-26E

LAKE COUNTY, FLORIDA.

HARTLE ROAD BOUNDARY SURVEY
Daniel Z. Wise, Trustee





CITY OF CLERMONT
COMPREHENSIVE PLAN AMENDMENT
Application

DATE: May 14, 2018

FEE: _____

Project Name (if applicable): _____

Applicant: LPG Urban & Regional Planners, Inc.

Contact Person: Greg Beliveau

Address: 1162 Camp Ave.

City: Mount Dora

State: Florida

Zip: 32757

Phone: 352-385-1940

Fax: 352-383-4824

E-Mail: Gregb@lpgurp.com

OWNER: Daniel Z. Wise, Trustee

Address: 1301 Raintree Place

City: Winter Park

State: Florida

Zip: 32789

Phone: 407-385-5380

Fax: _____

E-Mail: daniel@danielwisearchitect.com

General Location: Hartle Road

Legal Description (include copy of survey): See Attached

Property size (in acres or square feet): 13.31 acres, 579,909 SF

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

Existing (Actual) Land Use: Undeveloped

Existing Zoning: County Agriculture

Existing Future Land Use: County Urban Low

Proposed Future Land Use: Commercial

Type of development proposed: Mixed Use - Commercial and multi-family



Proposed density (dwelling units/acre) or intensity: .80 ISR

Proposed Zoning District: Planned Development

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

Property is being annexed and requires a land use designation within the City of Clermont. The site is located within an area of mixed uses that include, residential, commercial and industrial. The proposed land use would be a transition between industrial and residential.

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

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

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

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

City of Clermont Development Services Department 685 W. Montrose St. P.O. Box 120219 Clermont, FL. 34712-0219 (352) 394-4083 Fax: (352) 394-3542
--



APPLICANT'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

Greg Beliveau, who being

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

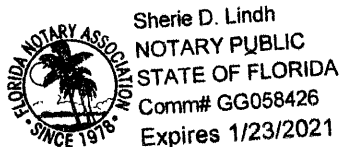
1. That he (she) affirms and certifies that he (she) understands and will comply with all ordinances, regulations and policies of Lake County, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his (her) knowledge and belief, and further, that this application and attachments shall become part of the official records of the City of Clermont, Florida, and are not returnable.
2. That he (she) desires a Future Land Use Amendment from Urban Low to Commercial for the property legally described on the attachment of this application.
3. That the submittal requirements for the application have been completed and attached hereto as part of the application.

Greg Beliveau
Affiant - Applicant Name (print)

X [Signature]
Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 26 day of November, 2018.



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

My Commission Expires: 1/23/2021



OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

Daniel Z. Wise, who being

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

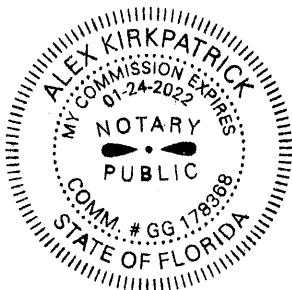
1. That he (she) is the fee-simple owner of the property legally described on the attachment of this application.
2. That he (she) desires a Future Land Use Amendment from Urban Low to Commercial for the property legally described on the attachment of this application.
3. That the owner of said property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

Daniel Z Wise
Affiant - Applicant Name (print)

X [Signature]
Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 17 day of October, 20 18.



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

My Commission Expires: 1/24/22



CHECK LIST & FILING INSTRUCTIONS

The following required information shall be submitted when applying for an **ANNEXATION**.

1. X Application & Petition by the landowners for Annexation (pages 3 and 4).
2. x General application form (page 5).
3. X Authorization for agent/owner representation (page 6)
4. X **LEGAL DESCRIPTION:** Email legal description typed in Word (not all capitalized) to rchidlow@clermontfl.org. Include a copy of the latest TAX RECEIPT or recorded WARRANTY DEED showing the current fee simple owner.
5. X Map showing general area of site for which Annexation is being requested.
6. X Submit original application along with \$155.00 filing fee. (Price for advertisement will be invoiced once the cost has been received)

NOTE: All territory annexed into the City of Clermont is automatically zoned Urban Estate Residential (UE) Zoning District. A separate application for a Land Use Plan Amendment & Rezoning is required. Applicable fees shall apply.

PROCEDURES:

1. The proposed use of the property must be assessed to determine if there will be an increase in demand on the water or wastewater systems prior to submittal of the application. Any increase in demand on the water or wastewater systems will be subject to impact fees.
2. Any person requesting an Annexation shall file a complete application in the Development Services Department on or before the 1st day of the Month. Complete applications will then be scheduled for Public Hearing on the 4th Tuesday of the following month for the City Council meeting. All applications must be complete, to include applicable site plans and/or other pertinent descriptive materials in order to be processed. A pre-application meeting may be required prior to submission of an application. Dependent upon the scope and/or magnitude of a particular project, scheduling of one or more City Council Workshop(s) may also be necessary and additional time may be required prior to being scheduled for public hearing.
3. Upon receipt of a complete application, the Development Services Department shall proceed with the request for a public hearing in accordance with the following:
 - A: The owners of all property lying within one hundred fifty (150) feet of the property requested to be annexed shall be notified by mail.
 - B. A legal advertisement of the request shall be advertised in a local newspaper prior to the meeting date.
4. Failure to provide an accurate and complete application will result in automatic rejection and return of the application and delay of the hearing date.



APPLICATION & PETITION

DATE: May 14, 2018

FEE: \$155.⁰⁰
+ cost of advertising

Please type or print – use black pen/ink only.

PROJECT NAME (if applicable): _____

APPLICANT: Greg Beliveau, LPG Urban & Regional Planners, Inc.

Address: 1162 Camp Avenue

City: Mount Dora State: Florida Zip: 32757

Phone: 352-385-1940 Fax: 352-383-4824

Applicant is: Owner: Agent: X Purchaser: Lessee: Optionee:

OWNER: Daniel Z. Wise, Trustee

Address: 1301 Raintree Place

City: Winter Park State: Florida Zip: 32789

Phone: 407-385-5380 Fax:

AGENT NAME (Affidavit required): Same as Applicant

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-Mail: Gregb@lpgurp.com

Property address and/or general location: Hartle Road

Area of property: 13.31 +/- acres, and/or 579,909 +/- sq. ft.

The property is PRESENTLY used for: Vacant

The property is PROPOSED to be used for: Mixed Use - Multi-family and commercial



Existing Lake County Land Use* : Urban Low

Existing Lake County Zoning* : Agriculture

*** NOTE: All property annexed into the City of Clermont is automatically zoned Urban Estate Residential (UE) Zoning District. A separate application for a Land Use Plan Amendment & Rezoning is required. Applicable fees shall apply.**

Number of existing structures on the property and their present use: Undeveloped

State the reason or basis for this request: City services

EXACT LEGAL DESCRIPTION as shown on the Tax Receipt or Warrant Deed.
(attach copy).

Section 26, Township 22, Range 26

See Attached

City of Clermont
Development Services Department
685 W. Montrose St.
P.O. Box 120219
Clermont, FL. 34712-0219
(352) 394-4083 Fax: (352) 394-3542



**PETITION OF LANDOWNER(S) FOR ANNEXATION
OF CERTAIN PROPERTY TO THE CITY OF CLERMONT**

WE, the undersigned landowner(s) pursuant to the provisions of Chapter 59-1497 (Senate Bill No. 912), Laws of Florida, Regular Session 1959, entitled

AN ACT TO AMEND CHAPTER 9820, LAWS OF FLORIDA, SPECIAL ACT OF 1923, AS AMENDED, BEING THE CHARTER OF THE CITY OF CLERMONT, FLORIDA, TO PROVIDE ENABLING LEGISLATION FOR THE FUTURE ANNEXATION OF CONTIGUOUS TERRITORY BY PETITION AND CONSENT OF THE LANDOWNER(S) IN THE AREA SOUGHT TO BE ANNEXED: PROVIDING THAT SAID PROVISIONS SHALL BE CUMULATIVE: PROVIDING THAT THE PROPERTY ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY, AND PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL OF SUCH TERRITORY HAD BEEN A PART OF THE CITY OF CLERMONT AT THE TIME OF THE PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES, AND FIXING EFFECTIVE DATE,

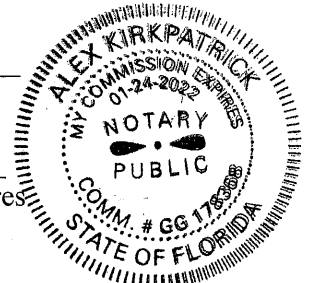
hereby petition that the hereinafter described real estate be annexed to, and become a part of the city limits of the City of Clermont, a municipal corporation in Lake County, Florida, created and existing pursuant to Chapter 9820, Laws of Florida, Special Acts of 1923, and amendatory and supplementary acts thereto, and we, jointly and severally, consent to such annexation of such area to said City of Clermont and upon annexation sought by this petition, all of the property, real and personal, within such area, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties and privileges of said City of Clermont, Florida and the said property shall be liable, proportionally, for all the present outstanding and existing, as well as future, indebtedness of the said City of Clermont; that all of the ordinances of the City of Clermont and all laws heretofore passed by the Legislature of the State of Florida, relating to and which now or hereafter constitute its Charter shall apply to have the same force and effect in such territory as may be annexed under the provisions hereof as if all of such territory had been part of the City of Clermont at the time of the passage and approval of said laws and ordinances.

IN WITNESS WHEREOF, we, the undersigned landowners, as petitioners, have hereunto set our hands and seals as of the 17th day of October, 2018

Legal description of the property: (Type, print in black ink, or attach a copy of the warranty deed or current tax receipt).

[Signature]
Landowner (Petitioner)
10/17/18
Date

[Signature]
Notary Public
1/24/18
My Commission Expires





OWNER / AGENT AFFIDAVIT (ANNEXATION)

Date: 10/17/18

Before me, the undersigned authority personally appeared Daniel Wise
(owner(s) name), who being by me duly sworn on oath,
deposes and says:

1. That said authority is the fee-simple owner of the property legally described in this application.
2. That said authority desires an ANNEXATION to allow:
Mixed use development of multi-family and commercial
3. That said authority (owner) has appointed (agent's name) Greg Beliveau
to act in its behalf to accomplish the above, and
before me the undersigned authorized agent personally appeared and being by me duly
sworn on oath, deposes and says:

A. That he/she affirms and certifies that he/she understands and will comply with all Ordinances, Regulations, and Provisions of the City of Clermont, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his/her knowledge and belief, and further, that this application and attachments shall become part of the Official Records of the City of Clermont, Florida, and are not returnable.

B. That the Submittal requirements for the application have been completed and attached hereto as part of that application.

X Daniel Wise
Owner (signature)

X Greg Beliveau
Agent's (signature)

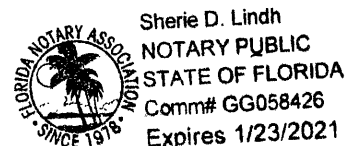
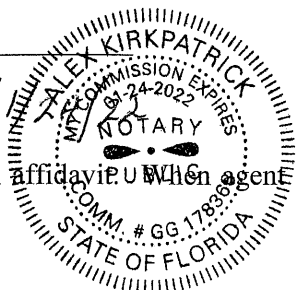
Sworn to and subscribed before
me this 17th day of October,
20 18.

Alex Kirkpatrick
Notary Public, State of FL
My commission expires:

Sworn to and subscribed before
me this 26 day of November,
20 18.

Sherie D. Lindh
Notary Public, State of FL
My commission expires: 1/23/2021

*Note: Owner must sign affidavit. When agent is representing case, both agent and owner must sign affidavit.





CITY OF CLERMONT
REZONING
APPLICATION

DATE: May 14, 2018

FEE: \$542.⁰⁰
+ cost of advertisement

PROJECT NAME (if applicable): Wise Property

APPLICANT: LPG Urban & Regional Planners, Inc.

CONTACT PERSON: Greg Beliveau

Address: 1162 Camp Ave.

City: Mount Dora State: Florida Zip: 32757

Phone: 352-385-1940 Fax: 352-383-4824

E-Mail: Gregb@lpgurp.com

OWNER: Daniel Z. Wise, Trustee

Address: 1301 Raintree Place

City: Winter Park State: Florida Zip: 32789

Phone: 407-385-5380 Fax: N/A

Address of Subject Property: Hartle Road

Legal Description (include copy of survey): See Attached

Acreage: 13.31 Acres Land Use: County Urban Low

(City verification required)

Present Zoning: Agriculture Proposed Zoning: PUD
(City verification required)



CITY OF CLERMONT
REZONING
APPLICATION
Page 2

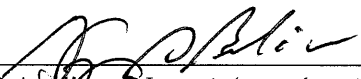
Answers to the following questions are required to complete this application.

What are you proposing to do that would require a rezoning?

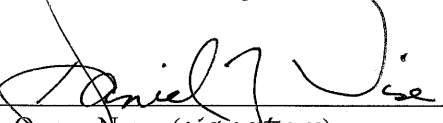
Owner has submitted applications for annexation, rezoning and comp plan amendment.

In order to be in compliance with land development regulations, a rezoning is required. The property is vacant and it is
Proposed to develop it as a mixed use project with multi-family and commercial.

Greg Beliveau
Applicant Name (print)

X 
Applicant Name (signature)

Daniel Z. Wise
Owner Name (print)

X 
Owner Name (signature)

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



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date

Tuesday, March 12, 2019

Agenda Item Name

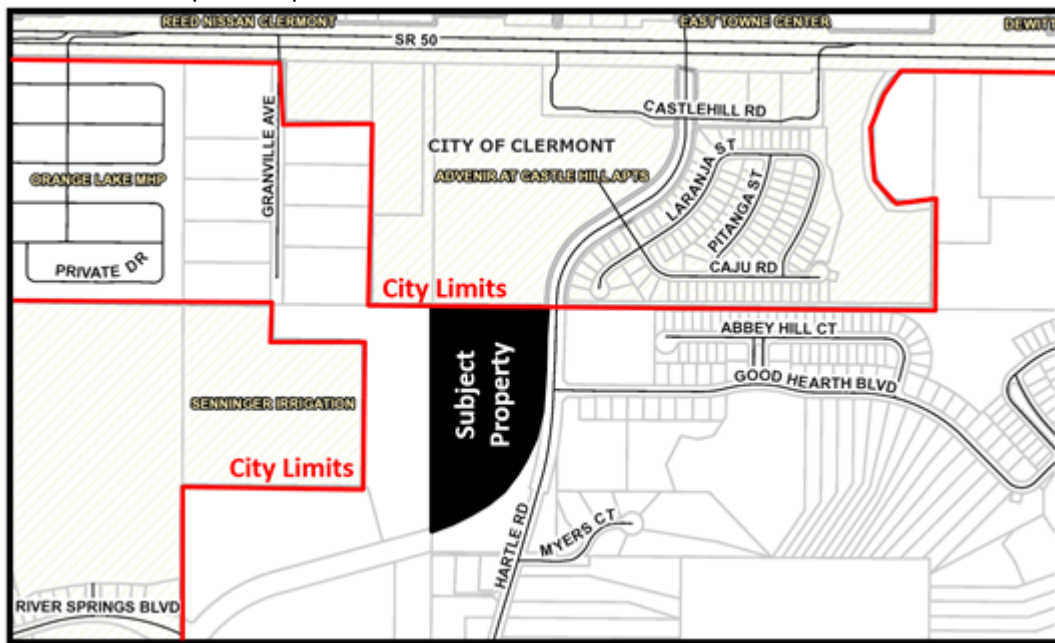
Ordinance No. 2019-15 *Transmittal*
Wise Large-Scale Comprehensive Plan Amendment

Requested Action

Recommend approval of the transmittal of Ordinance 2019-15.

Staff Report

The applicant, LPG Urban & Regional Planners, LLC, is requesting a large-scale comprehensive plan amendment on the subject property. The property, approximately 13 acres, is located west of the CR 455/Hartle Road and Good Hearth Boulevard intersection. This request is being heard concurrently with requests for annexation and a rezoning to a Planned Unit Development (PUD). The property is located within the Interlocal Service Boundary Agreement (ISBA) and the Joint Planning Area (JPA). The property has been historically used for agricultural uses, formerly citrus and now planted pine.



The proposed map amendment will change the future land use from Lake County's Urban Low Density to the City's Commercial. Under Lake County's Comprehensive Plan, FLU Policy 1-1.3.2, the property can be developed at a maximum density (4 units/net acre) of 53 residential units and 144,945 square feet of commercial. The City's Commercial Future Land Use allows up to 0.25 Floor Area Ratio (FAR) and up to 12 units per acre. The commercial square footage would be the same, 144,945 square feet, but an increase of 8 units per acre, or 104 additional residential units could be constructed. The applicant is requesting a rezoning to a PUD for up to 96,000 square feet of commercial/office space and 96 multi-family units that would cap the development totals.

Several policies in the City's Comprehensive Plan support the proposed map amendment. These policies include: Policy 1.1.3: The City shall encourage infill through the use of higher density and intensity land use designations and mixed-use designations in appropriate locations.

Policy 1.2.4: The adopted FLUM contains and identifies appropriate locations for land use categories which were established to prevent urban sprawl, provide for the protection of natural and historic resources and maximize economic development.

Policy 1.9.2: The maximum intensity of commercial development shall be limited to 0.25 FAR. The maximum density for residential uses shall be 12 units per acre, except for lands which may allow a bonus density of up to 25 units per acre through an affordable housing component, as provided for in the Land Development Code, Section 122, Division 16 Special Overlay District. Densities higher than eight units per acre shall require a conditional use permit or a Planned Unit Development (PUD) zoning.

Policy 1.12.3: The City shall encourage requests for voluntary annexation into the City when those lands are logical extensions of the existing City limits, when services can be properly provided and when proposed uses are compatible with the City's comprehensive plan.

Upon approval by the City Council, the proposed amendment would be transmitted to the Florida Department of Economic Opportunity (DEO) and the reviewing agencies for review. DEO would then issue an Objections, Recommendations and Comments letter to the City, and the amendment would then be scheduled for a final public hearing in May.

Staff is able to support the request for the comprehensive plan change since the subject property meets the requirements for voluntary annexation, the City is capable of serving the property, it is not in conflict with the City's Comprehensive Plan, and the property can be developed in a similar fashion under Lake County's Urban Low Density. Therefore; staff recommends approval of the transmittal of the large-scale comprehensive plan amendment to change the future land use from Lake County Urban Low Density to the City's Commercial. *The Planning & Zoning Commission recommend unanimous approval, 7-0 for transmittal.*

Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	2019-15 Wise CPA	2019-15 Wise CPA.doc
2.	Wise Map	Wise Map.pdf
3.	171094 Daniel Wise -Bndy_10-24_17	171094 Daniel Wise -Bndy_10-24_17.pdf
4.	executive summary_05-14-18_SL	executive summary_05-14-18_SL.pdf
5.	Wise CPA Legal Ad	Wise CPA Legal Ad.pdf



CITY OF CLERMONT
ORDINANCE NO. 2019-15

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.

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

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

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

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

SECTION 1.

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

LEGAL DESCRIPTION

TRACTS 38 AND 43, SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, ACCORDING TO LAKE HIGHLAND COMPANY'S PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 24, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
LESS AND EXCEPT:

THAT PART OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:



CITY OF CLERMONT
ORDINANCE NO. 2019-15

COMMENCE AT AN AXLE FOUND AT THE CENTER OF SAID SECTION 26; THENCE N89°33'31"W ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 26 FOR A DISTANCE OF 665.32 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTH LINE RUN S00°22'13"W ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 26 FOR A DISTANCE OF 781.85 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 2000.00 FEET AND A CHORD BEARING OF S 13°13'33"W; THENCE LEAVING SAID WEST LINE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°16'21" FOR A DISTANCE OF 218.95 FEET TO A NON-TANGENT LINE; THENCE N73°38'17"W, 100.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1,900.00 FEET AND A CHORD BEARING OF N09°05'12"E; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°33'03" FOR A DISTANCE OF 482.53 FEET TO THE POINT OF TANGENCY; THENCE N01°48'40"E, 492.21 FEET TO A POINT ON THE AFORESAID NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 26; THENCE S89°33'31"E ALONG SAID NORTH LINE, 59.52 FEET TO THE POINT OF BEGINNING.

SUBJECT TO AN EASEMENT DATED 1/30/53, FILED 2/3/53 FROM BORIS ARNOV, JR., A SINGLE MAN, TO HELEN MATHER-SMITH, AN UNMARRIED WOMAN, CONVEYING A PERPETUAL EASEMENT FOR INGRESS AND EGRESS OF PEDESTRIAN AND VEHICULAR TRAFFIC OVER THE FOLLOWING DESCRIBED LAND: ALL THAT PART OF THE SOUTHERLY 25 FEET OF TRACTS 38 AND 43, OF LAKE HIGHLAND'S COMPANY PLAT OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, RECORDED IN PLAT BOOK 3, PAGE 24, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, EXCEPT THAT PART OF SAID SOUTHERLY 25 FEET LYING WEST OF THE COUNTY ROAD.

ALSO LESS AND EXCEPT ORB 4561, PG 1260

PARCEL "A"

THAT PORTION OF TRACTS 38 AND 43, MAP OF SECTION 26 OF LAKE HIGHLANDS COMPANY, AS RECORDED IN PLAT BOOK 3, PAGE 52, AND LAKE HIGHLANDS COMPANY. PLAT, TOWNSHIP 22 SOUTH, RANGE 26 EAST, PLAT BOOK 3, PAGE 24, ALL OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER OF SECTION 26 AS SHOWN ON JOHN'S LAKE LANDING PHASE 1, AS RECORDED IN PLAT BOOK 65, PAGE 58, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE NORTH 89°33'31" WEST ALONG THE NORTH LINE OF THE SOUTHWEST 1 /4 OF SAID SECTION 26 AND THE NORTH BOUNDARY LINE OF SAID PLAT FOR 724.84 FEET TO THE WESTERLY BOUNDARY OF SAID PLAT; THENCE ALONG SAID WESTERLY BOUNDARY THE FOLLOWING FOUR (4) COURSES: SOUTH 01°48'40' WEST FOR 475.87 FEET TO THE POINT OF



CITY OF CLERMONT
ORDINANCE NO. 2019-15

BEGINNING; THENCE CONTINUE SQUIB 01'48'40" WEST FOR 16.34 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1900.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 14'33'03" FOR 482.53 FEET; THENCE SOUTH 73'38'17" EAST FOR 38.64 FEET TO POINT A AND THE WESTERLY EDGE OF PAVEMENT FOR HARTLE ROAD AS IT EXISTED ON JULY 03, 2014; THENCE DEPARTING SAID BOUNDARY OF JOHN'S LAKE LANDING PHASE 1, RUN ALONG THE WESTERLY EDGE OF PAVEMENT OF SAID HARTLE ROAD THE FOLLOWING FIVE (5) COURSES: SOUTH 11'58'12" WEST FOR 11.38 FEET; THENCE SOUTH 14'56'12" WEST FOR 17.62 FEET; THENCE SOUTH 15'49'20" WEST FOR 52.94 FEET; THENCE SOUTH 16'43'20" WEST FOR 79.99 FEET; THENCE SOUTH 17'05'28" WEST FOR 184.18 FEET TO THE SOUTH LINE OF SAID TRACT 43; THENCE NORTH 89'34'35" WEST ALONG SAID SOUTH LINE FOR 459.96 FEET TO THE WEST LINE OF SAID TRACT 43; THENCE NORTH 00'20'25" EAST ALONG SAID WEST LINE FOR 128.89 FEET; THENCE DEPARTING SAID WEST LINE, NORTH 74'35'13" EAST FOR 45.80 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 740.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 72'46'33" FOR 939.93 FEET; THENCE SOUTH 88'11'20" EAST ALONG A RADIAL LINE FOR 10.00 FEET TO THE POINT OF BEGINNING; CONTAINING 3.45 ACRES OR 150,211 SQUARE FEET, MORE OR LESS. TOGETHER WITH

PARCEL "B"

THAT PORTION OF TRACT 43, MAP OF SECTION 26 OF LAKE HIGHLANDS COMPANY, AS RECORDED IN PLAT BOOK 3, PAGE 52, AND LAKE HIGHLANDS COMPANY PLAT, TOWNSHIP 22 SOUTH, RANGE 26 EAST, PLAT BOOK 3, PAGE 24, ALL OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCE AT THE AFOREMENTIONED POINT "A"; THENCE ALONG THE WESTERLY BOUNDARY LINE OF JOHN'S LAKE LANDING PHASE 1, AS RECORDED IN PLAT BOOK 65, PAGE 58, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, THE FOLLOWING FOUR (4) COURSES: SOUTH 73'38'17" EAST FOR 22.31 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 73'38'17" EAST FOR 39.05 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 2000.00 FEET AND A RADIAL LINE WHICH BEARS SOUTH 73'38'17" EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06'16'21" FOR 218.95 FEET; THENCE SOUTH 00'22'13" WEST ALONG SAID BOUNDARY OF JOHN'S LAKE LANDING PHASE 1 AND BOUNDARY OF MYERS COVE AS RECORDED IN PLAT BOOK 29, PAGE 38, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, FOR 529.01 FEET TO THE SOUTH LINE OF SAID TRACT 43; THENCE NORTH 89'34'35" WEST ALONG SAID SOUTH LINE FOR 183.56 FEET TO THE EASTERLY EDGE OF PAVEMENT OF HARTLE ROAD AS IT EXISTED ON JULY 03, 2014; THENCE ALONG SAID EASTERLY EDGE OF PAVEMENT THE



CITY OF CLERMONT
ORDINANCE NO. 2019-15

FOLLOWING SEVEN (7) COURSES: NORTH 17°16'39" EAST FOR 178.58 FEET; THENCE NORTH 16°26'45" EAST FOR 80.85 FEET; THENCE NORTH 16°03'52" EAST FOR 20.50 FEET; THENCE NORTH 86°56'24" EAST FOR 1.36 FEET; THENCE NORTH 16°09'13" EAST FOR 22.28 FEET; THENCE NORTH 14°42'51" EAST FOR 26.66 FEET; THENCE NORTH 18°18'30" EAST FOR 11.14 FEET TO THE POINT OF BEGINNING.

Alternate Key 1648157

CHANGE IN FUTURE LAND USE CLASSIFICATION

FROM LAKE COUNTY: URBAN LOW DENSITY
TO CITY OF CLERMONT: COMMERCIAL

SECTION 2.

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

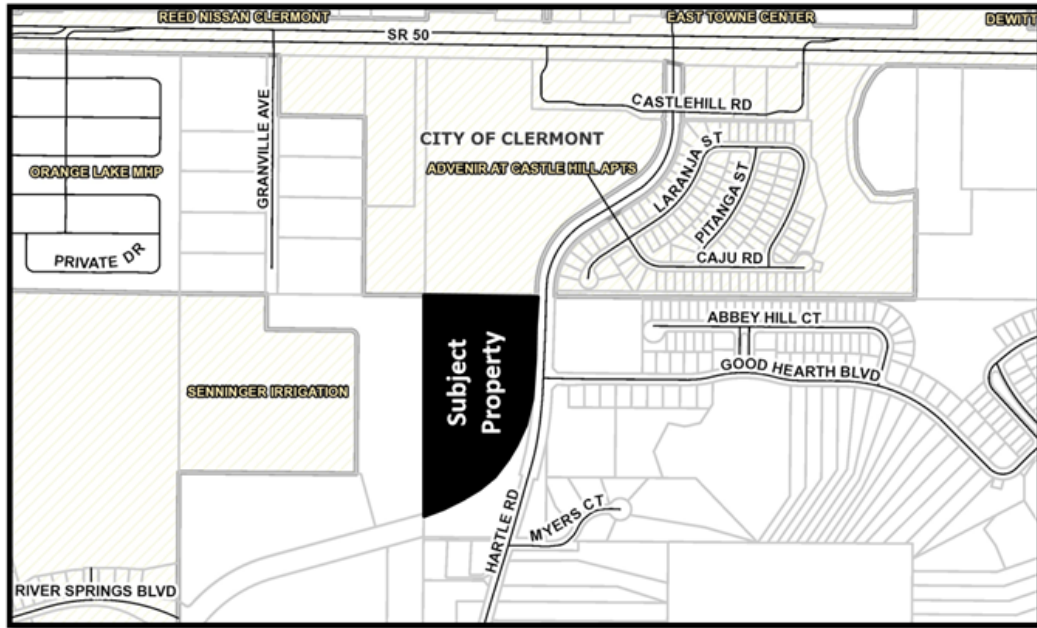
SECTION 3.

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

SECTION 4.

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

CITY OF CLERMONT
ORDINANCE NO. 2019-15





CITY OF CLERMONT
ORDINANCE NO. 2019-15

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 28th day of May, 2019.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map - Wise Property

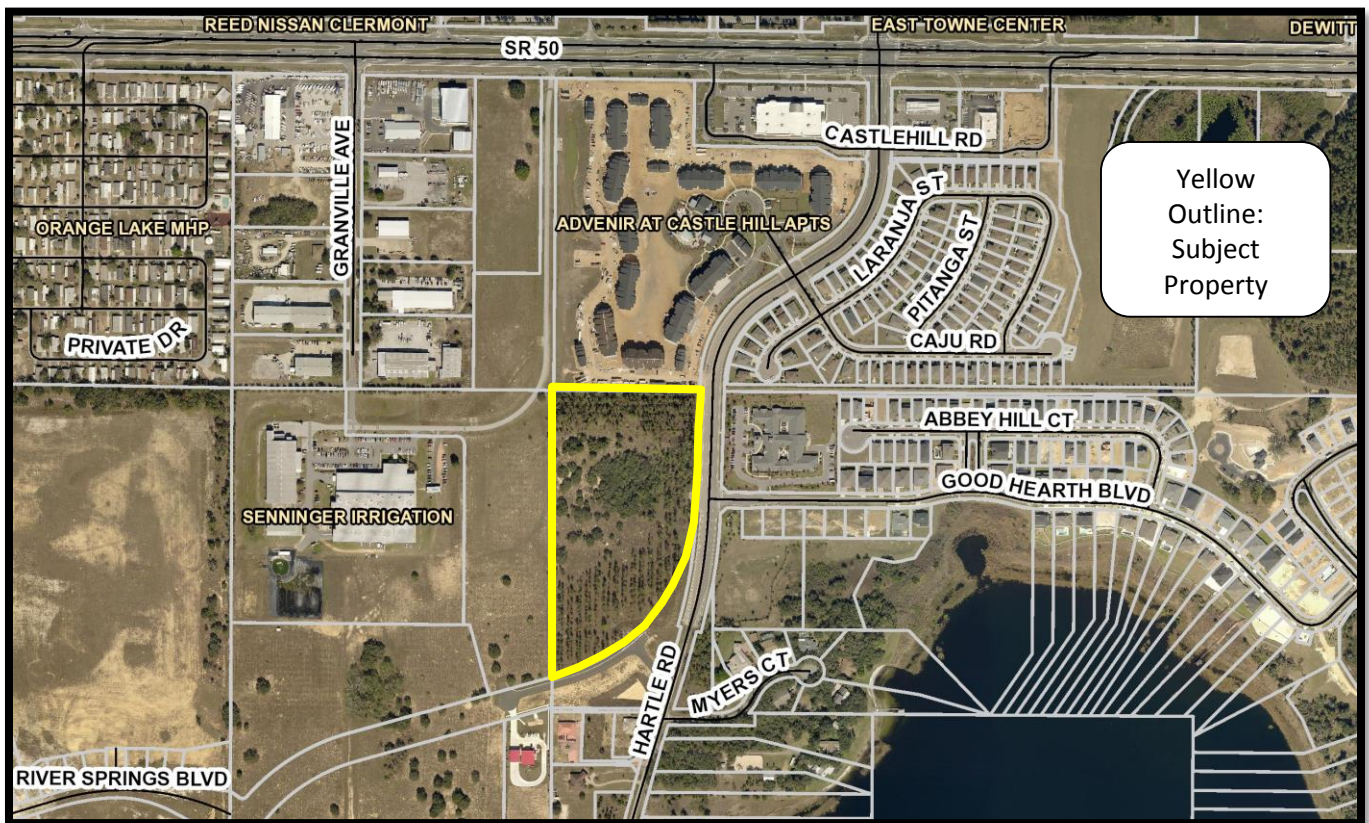
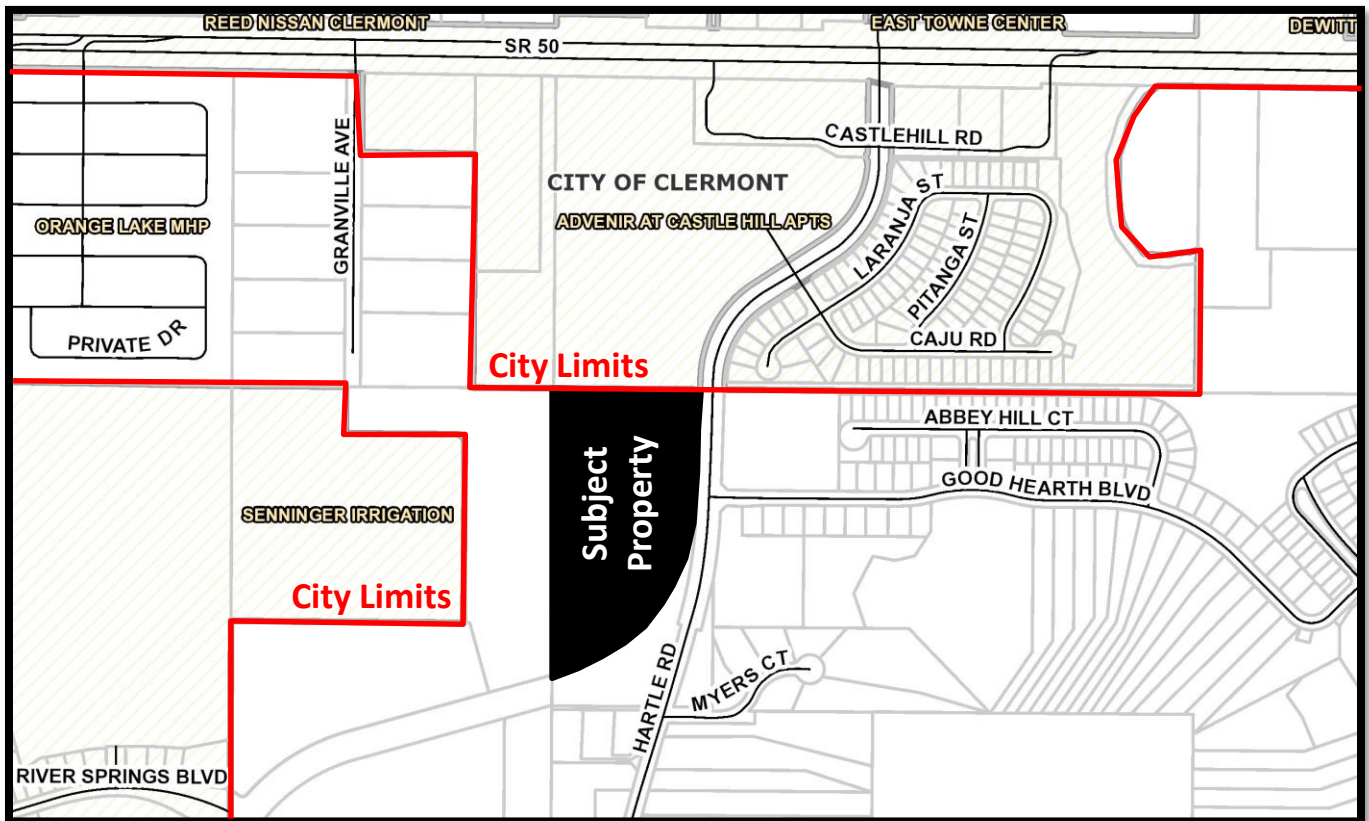


Exhibit – Future Land Use Map – Wise Property

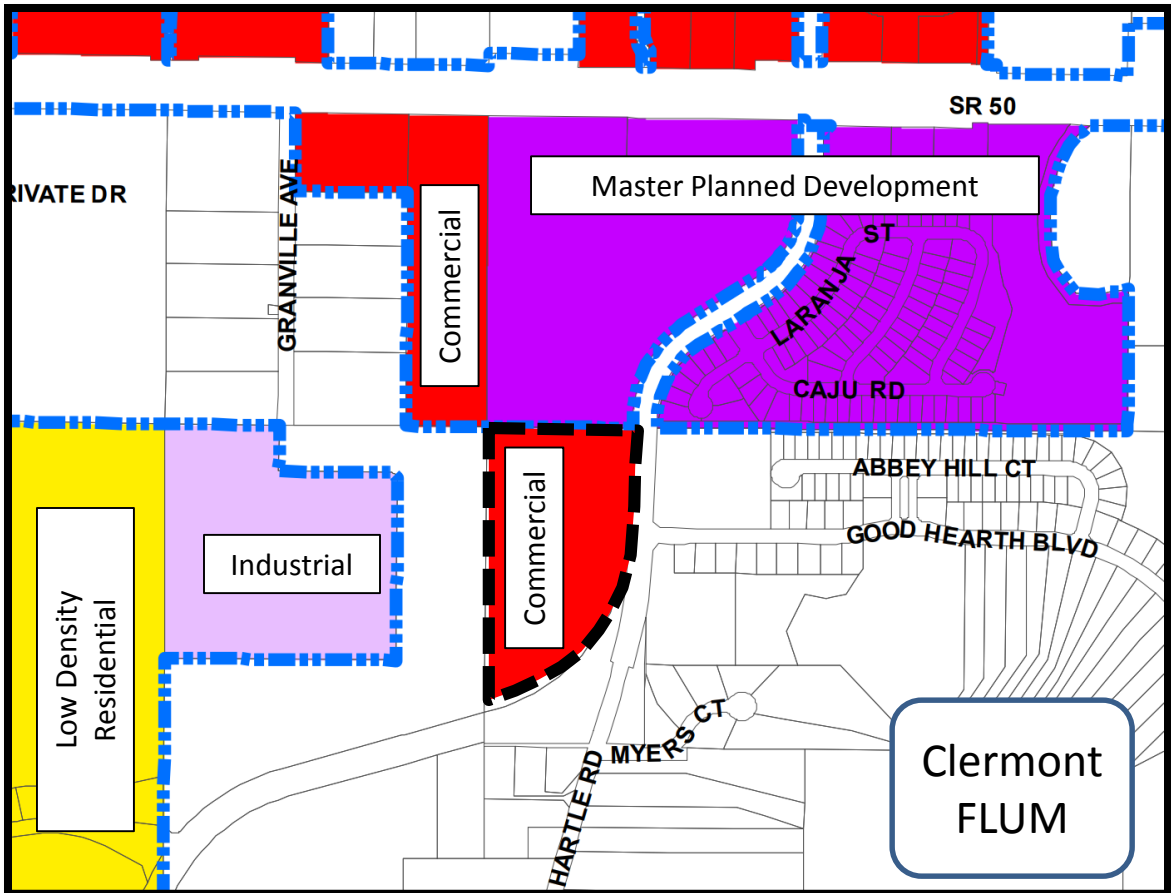
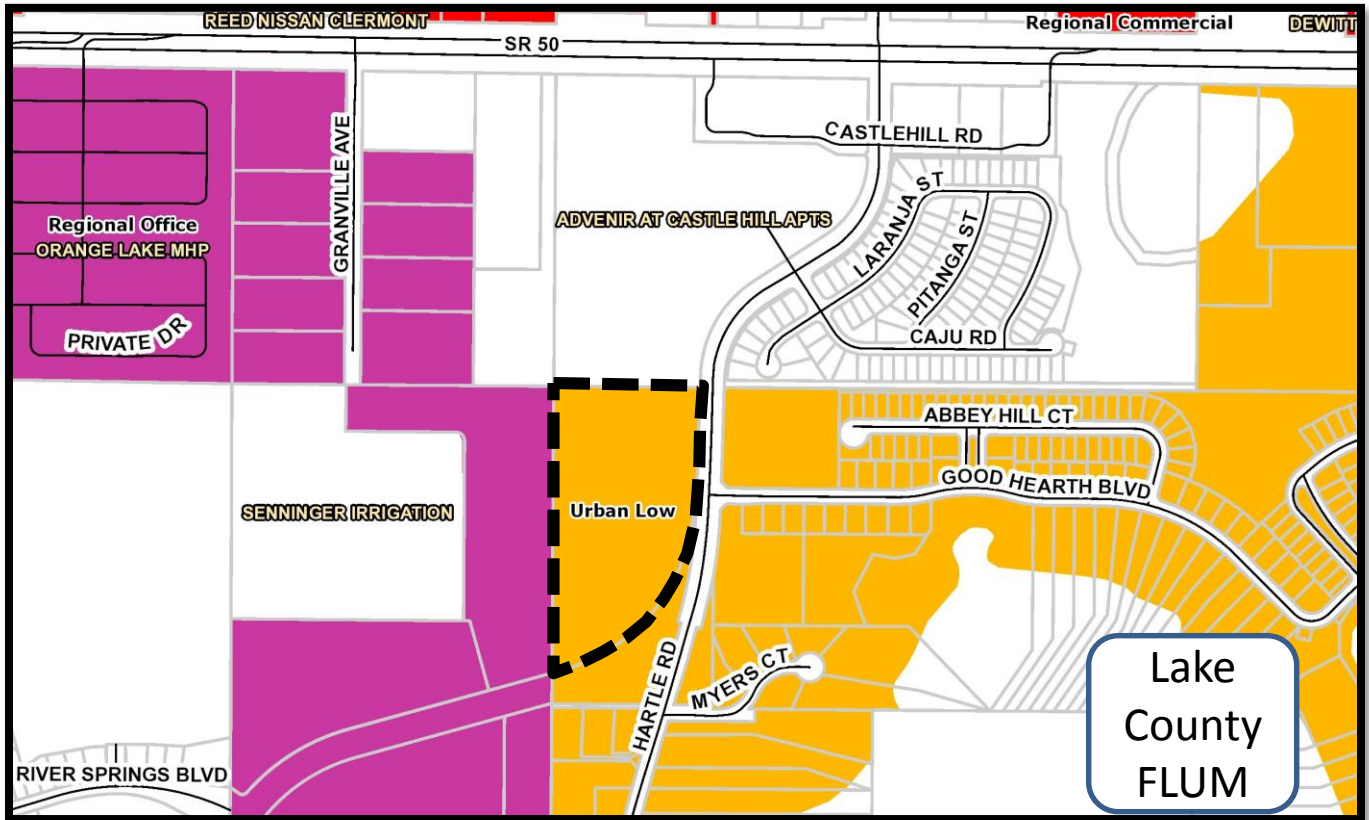
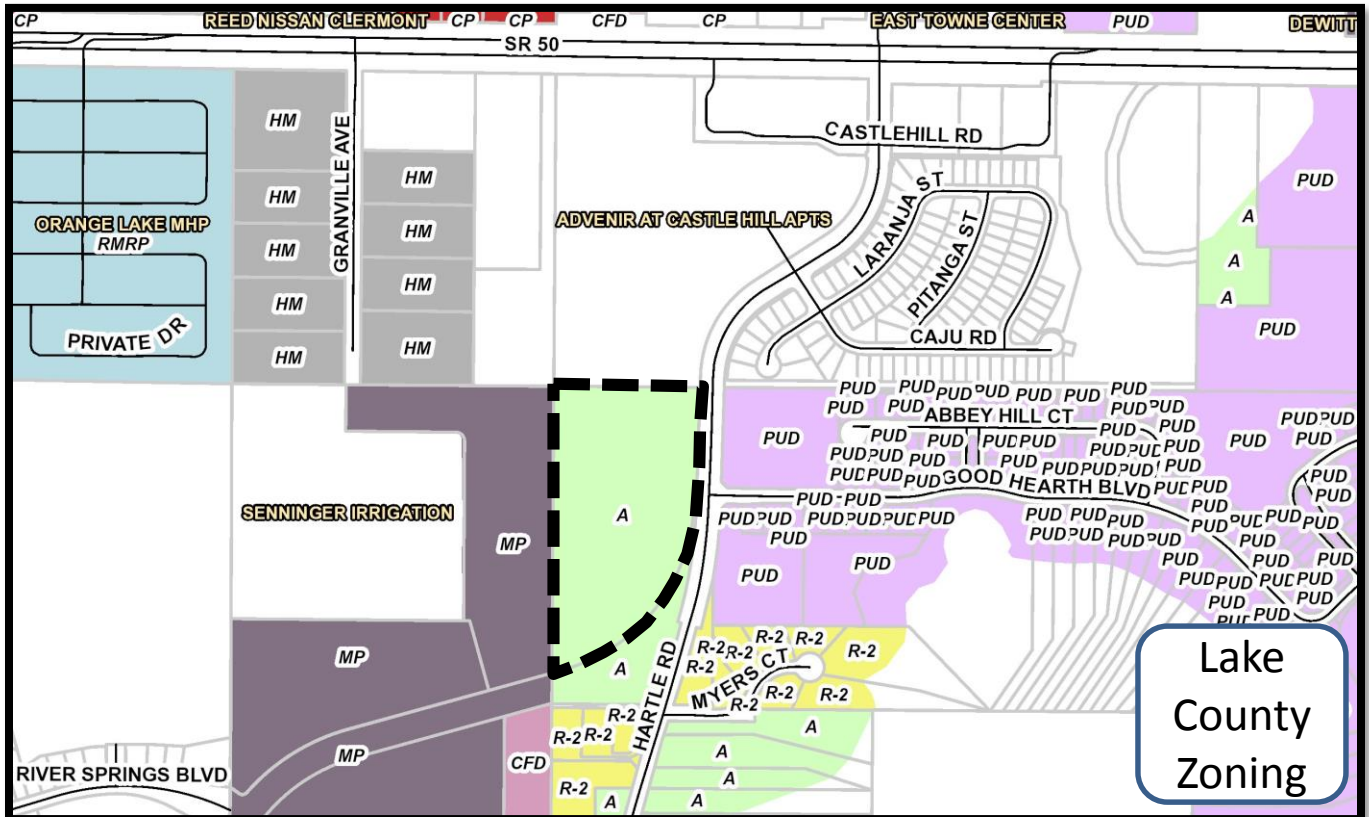
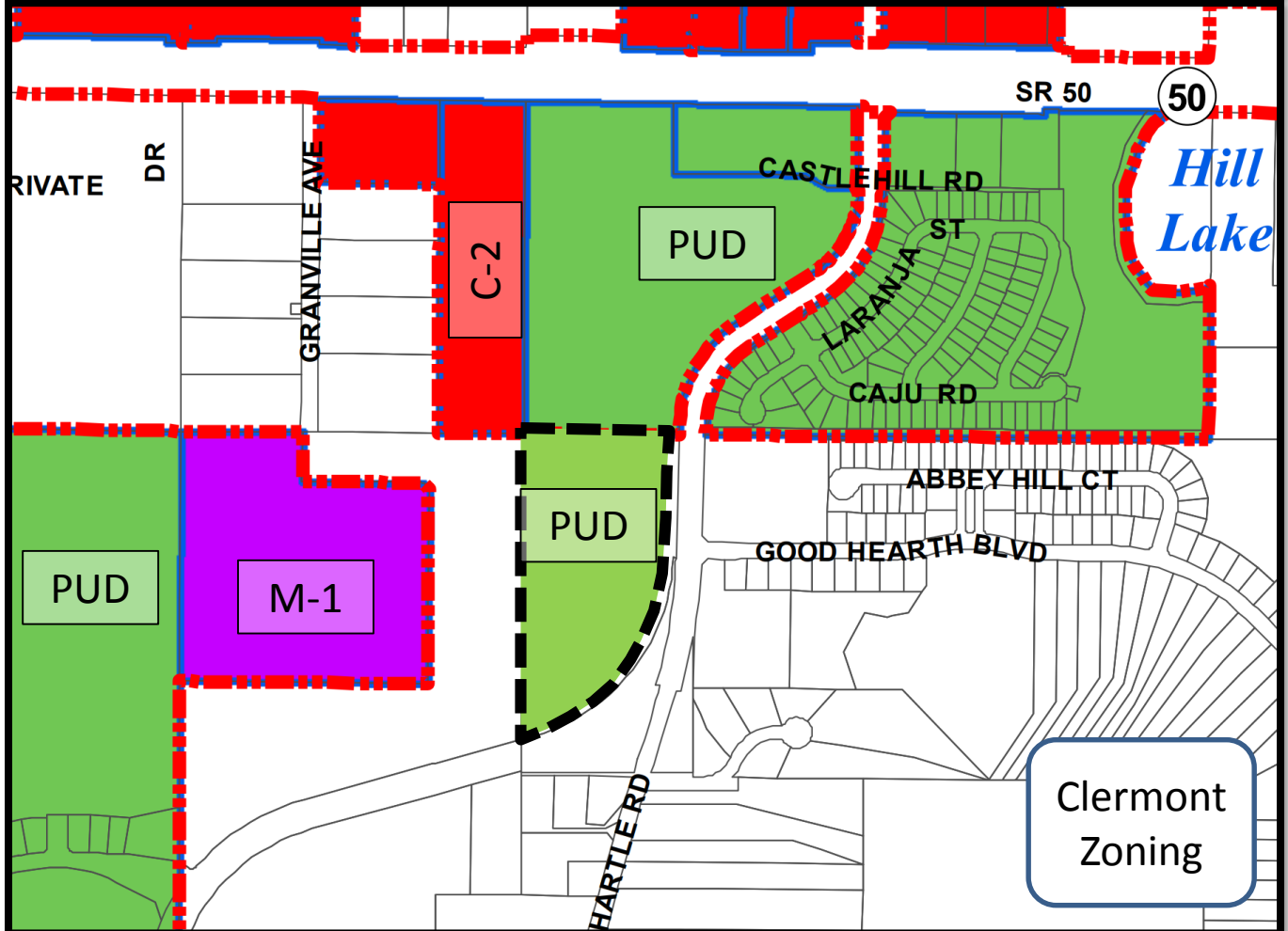


Exhibit – Zoning Map – Wise Property



Lake
County
Zoning



Clermont
Zoning

LEGAL DESCRIPTION

TRACTS 38 AND 43, SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, ACCORDING TO LAKE HIGHLAND COMPANY'S PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 24, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

LESS AND EXCEPT:

THAT PART OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCE AT AN AXLE FOUND AT THE CENTER OF SAID SECTION 26; THENCE N89°33'31"W ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 26 FOR A DISTANCE OF 665.32 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTH LINE RUN S00°22'13"W ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 26 FOR A DISTANCE OF 781.85 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 2000.00 FEET AND A CHORD BEARING OF S 13°13'33"W; THENCE LEAVING SAID WEST LINE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°16'21" FOR A DISTANCE OF 218.95 FEET TO A NON-TANGENT LINE; THENCE N73°38'17"W, 100.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1,900.00 FEET AND A CHORD BEARING OF N09°05'12"E; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°33'03" FOR A DISTANCE OF 482.53 FEET TO THE POINT OF TANGENCY; THENCE N01°48'40"E, 492.21 FEET TO A POINT ON THE AFORESAID NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 26; THENCE S89°33'31"E ALONG SAID NORTH LINE, 59.52 FEET TO THE POINT OF BEGINNING.

SUBJECT TO AN EASEMENT DATED 1/30/53, FILED 2/3/53 FROM BORIS ARNOV, JR., A SINGLE MAN, TO HELEN MATHER-SMITH, AN UNMARRIED WOMAN, CONVEYING A PERPETUAL EASEMENT FOR INGRESS AND EGRESS OF PEDESTRIAN AND VEHICULAR TRAFFIC OVER THE FOLLOWING DESCRIBED LAND: ALL THAT PART OF THE SOUTHERLY 25 FEET OF TRACTS 38 AND 43, OF LAKE HIGHLAND'S COMPANY PLAT OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, RECORDED IN PLAT BOOK 3, PAGE 24, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, EXCEPT THAT PART OF SAID SOUTHERLY 25 FEET LYING WEST OF THE COUNTY ROAD.

ALSO LESS AND EXCEPT ORB 4561, PG 1260

PARCEL "A"

THAT PORTION OF TRACTS 38 AND 43, MAP OF SECTION 26 OF LAKE HIGHLANDS COMPANY, AS RECORDED IN PLAT BOOK 3, PAGE 52, AND LAKE HIGHLANDS COMPANY, PLAT, TOWNSHIP 22 SOUTH, RANGE 26 EAST, PLAT BOOK 3, PAGE 24, ALL OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTION 26, ? TOWNSHIP 22 SOUTH, RANGE 26 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER OF SECTION 26 AS SHOWN ON JOHN'S LAKE LANDING PHASE 1, AS RECORDED IN PLAT BOOK 65, PAGE 58, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE NORTH 89°33'31" WEST ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 26 AND THE NORTH BOUNDARY LINE OF SAID PLAT FOR 724.84 FEET TO THE WESTERLY BOUNDARY OF SAID PLAT; THENCE ALONG SAID WESTERLY BOUNDARY THE FOLLOWING FOUR (4) COURSES: SOUTH 01°48'40" WEST FOR 475.87 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S01B 01°48'40" WEST FOR 16.34 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1900.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 14°33'03" FOR 482.53 FEET; THENCE SOUTH 73°38'17" EAST FOR 38.64 FEET TO POINT A AND THE WESTERLY EDGE OF PAVEMENT FOR HARTLE ROAD AS IT EXISTED ON JULY 03, 2014; THENCE DEPARTING SAID BOUNDARY OF JOHN'S LAKE LANDING PHASE 1, RUN ALONG THE WESTERLY EDGE OF PAVEMENT OF SAID HARTLE ROAD THE FOLLOWING FIVE (5) COURSES: SOUTH 11°58'12" WEST FOR 11.38 FEET; THENCE SOUTH 14°56'12" WEST FOR 17.62 FEET; THENCE SOUTH 15°49'20" WEST FOR 52.94 FEET; THENCE SOUTH 16°43'20" WEST FOR 79.99 FEET; THENCE SOUTH 17°05'28" WEST FOR 184.18 FEET TO THE SOUTH LINE OF SAID TRACT 43; THENCE NORTH 89°34'35" WEST ALONG SAID SOUTH LINE FOR 459.96 FEET TO THE WEST LINE OF SAID TRACT 43; THENCE NORTH 00°20'25" EAST ALONG SAID WEST LINE FOR 128.89 FEET; THENCE DEPARTING SAID WEST LINE, NORTH 74°35'13" EAST FOR 45.80 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 740.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 72°46'33" FOR 939.93 FEET; THENCE SOUTH 88°11'20" EAST ALONG A RADIAL LINE FOR 10.00 FEET TO THE POINT OF BEGINNING; CONTAINING 3.45 ACRES OR 150,211 SQUARE FEET, MORE OR LESS, TOGETHER WITH

PARCEL "B"

THAT PORTION OF TRACT 43, MAP OF SECTION 26 OF LAKE HIGHLANDS COMPANY, AS RECORDED IN PLAT BOOK 3, PAGE 52, AND LAKE HIGHLANDS COMPANY PLAT, TOWNSHIP 22 SOUTH, RANGE 26 EAST, PLAT BOOK 3, PAGE 24, ALL OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCE AT THE AFOREMENTIONED POINT "A"; THENCE ALONG THE WESTERLY BOUNDARY LINE OF JOHN'S LAKE LANDING PHASE 1, AS RECORDED IN PLAT BOOK 65, PAGE 58, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, THE FOLLOWING FOUR (4) COURSES: SOUTH 73°38'17" EAST FOR 22.31 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 73°38'17" EAST FOR 39.05 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 2000.00 FEET AND A RADIAL LINE WHICH BEARS SOUTH 73°38'17" EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°16'21" FOR 218.95 FEET; THENCE SOUTH 00°22'13" WEST ALONG SAID BOUNDARY OF JOHN'S LAKE LANDING PHASE 1 AND BOUNDARY OF MYERS COVE AS RECORDED IN PLAT BOOK 29, PAGE 38, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, FOR 529.01 FEET TO THE SOUTH LINE OF SAID TRACT 43; THENCE NORTH 89°34'35" WEST ALONG SAID SOUTH-1 LINE FOR 183.56 FEET TO THE EASTERLY EDGE OF PAVEMENT OF HARTLE ROAD AS IT EXISTED ON JULY 03, 2014; THENCE ALONG SAID EASTERLY EDGE OF PAVEMENT THE FOLLOWING SEVEN (7) COURSES: NORTH 17°16'39" EAST FOR 178.58 FEET; THENCE NORTH-1 16°26'45" EAST FOR 80.85 FEET; THENCE NORTH 16°03'52" EAST FOR 20.50 FEET; THENCE NORTH 86°56'24" EAST FOR 1.36 FEET; THENCE NORTH 16°09'13" EAST FOR 22.28 FEET; THENCE NORTH 14°42'51" EAST FOR 26.66 FEET; THENCE NORTH 18°18'30" EAST FOR 11.14 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.10 ACRES OR 47,901 SQUARE FEET, MORE OR LESS.

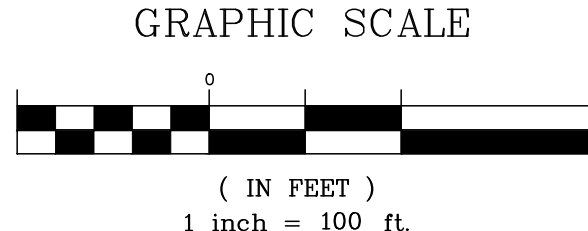
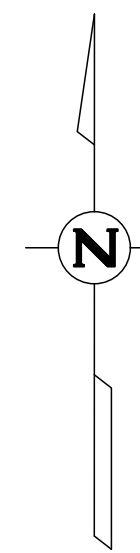
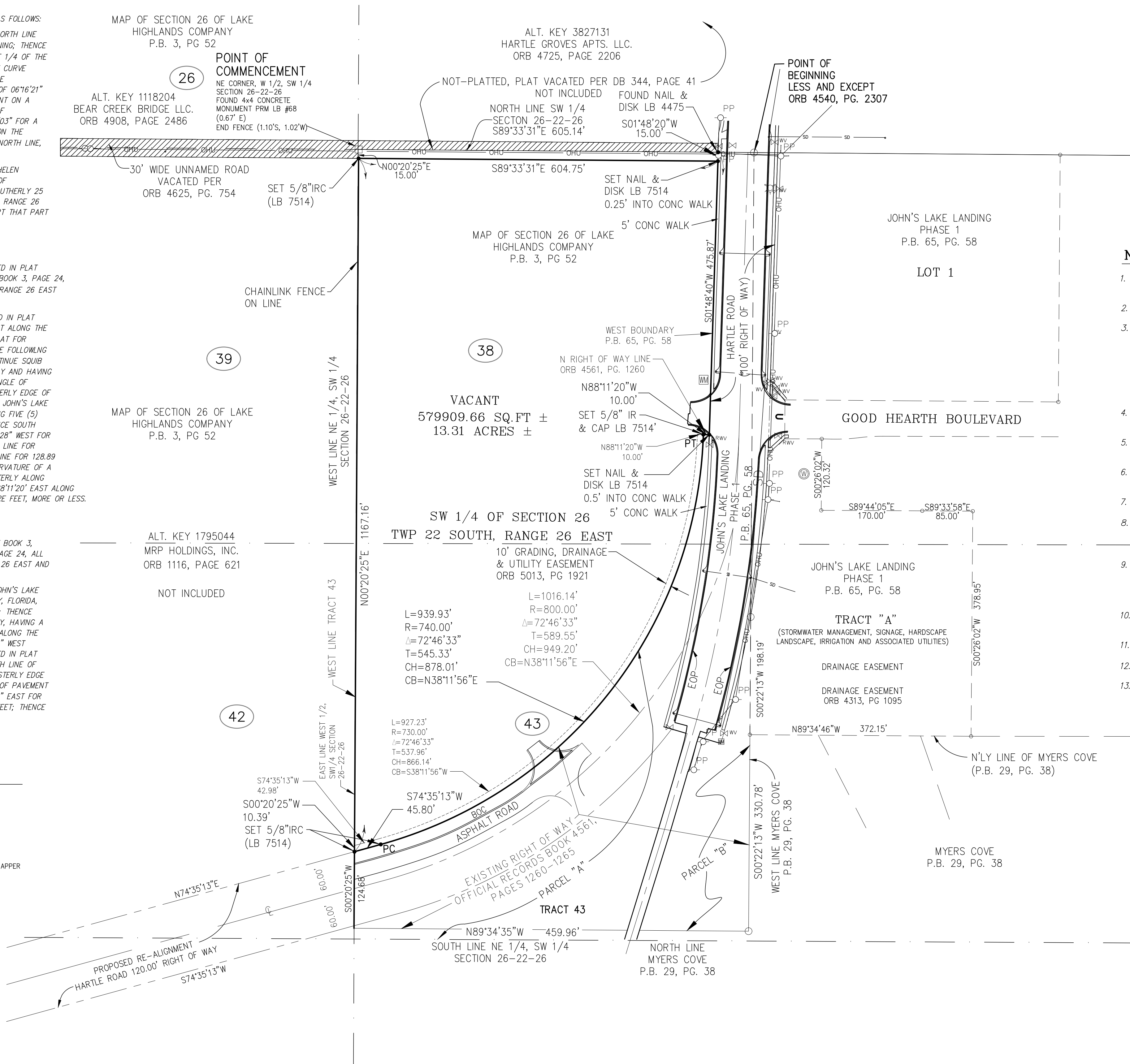
LEGEND

	WATER METER	POC	POINT OF COMMENCEMENT
	CLEAN OUT	POB	POINT OF BEGINNING
	WATER VALVE	ID	IDENTIFICATION
	GAS METER	LB	LICENSED BUSINESS
	POWER POLE	RLS	REGISTERED LAND SURVEYOR
	FLAG POLE	PSM	PROFESSIONAL SURVEYOR AND MAPPER
	FIRE HYDRANT	EOP	EDGE OF PAVEMENT
	SIGN	BOC	BACK OF CURB
	SET 5/8" IRON ROD AND CAP (LB 7514) OR AS NOTED	IR	IRON ROD
	SET NAIL AND DISC (LB 7514) OR AS NOTED	CONC	CONCRETE
	FOUND CONCRETE MONUMENT (AS NOTED)	AC	AIR CONDITIONER PAD
	TELEPHONE JUNCTION BOX	BFP	BACKFLOW PREVENTER
	LIGHT POLE	IRC	IRON ROD & CAP
	GUY WIRE	SAN	SANITARY LINE
	OVERHEAD UTILITY LINE	CLF	CHAIN LINK FENCE
	SANITARY SEWER LINE	ICV	IRRIGATION CONTROL VALVE
	FENCE LINE	FOC	FIBER OPTIC CABLE
	MEASURED	EJB	ELECTRIC JUNCTION BOX
	DESCRIBED	INV	INVERT
	PLAT	N&D	NAIL & DISK
	CALCULATED	FFE	FINISHED FLOOR ELEVATION
	CENTERLINE	PC	POINT OF CURVATURE
	FLORIDA DEPARTMENT OF TRANSPORTATION	PT	POINT OF TANGENCY
	CATEGORY 5 CABLE JUNCTION	PRC	POINT OF REVERSE CURVE
	ELECTRICAL JUNCTION BOX	ORB	OFFICIAL RECORDS BOOK
	BOLLARD	PG	PAGE
	STORM MANHOLE	RR	RAILROAD
	SEWER MANHOLE	SEC	SECTION
	WELL	DB	DEED BOOK
	GAS VALVE	SQ.FT.	SQUARE FEET
	SEWER VALVE	S&2	SCHEDULE B 2 ITEM
	FIRE VALVE		
	SPRINKLER		
	MONITORING WELL		

UTILITIES

PVC POLYVINYL CHLORIDE
CMP CORRUGATED METAL PIPE
RCP REINFORCED CONCRETE PIPE

BOUNDARY SURVEY



NOTES:

1. THE SURVEY MAP (AND/OR) REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. CERTIFICATION IS LIMITED TO PARTIES NAMED HEREON.
3. BEARINGS SHOWN HEREON ARE FLORIDA STATE PLANE COORDINATE EAST ZONE BASED ON LENGEMANN L-NET GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) NETWORK, THAT IS CERTIFIED BY WANTMAN GROUP, INCORPORATED, AND IS BASED ON NORTH AMERICAN DATUM OF 1983, 2007 ADJUSTMENT (SPCS'83-2007) THIS SURVEY WAS CHECKED TO LAKE COUNTY GEODETIC AND BENCHMARK DENSIFICATION PROJECT 2002 "LK 176" AND REFERENCED TO THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST AS BEING SOUTH 00°20'25" WEST.
4. THE LEGAL DESCRIPTION WAS SUPPLIED BY THE CLIENT AND COPIES OF THE ORIGINAL DEEDS WERE OBTAINED FROM THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
5. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF TITLE AND THEREFORE IS SUBJECT TO CHANGE DUE TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
6. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS, RIGHTS OF WAY, OWNERSHIP OR OTHER MATTERS OF RECORD BY THIS FIRM.
7. UNDERGROUND IMPROVEMENTS SUCH AS UTILITIES, FOUNDATIONS, ETC. WERE NOT LOCATED.
8. LANDS SHOWN HEREON LIE IN FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL FLOODPLAIN), ACCORDING TO FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 12069 C 0595 E EFFECTIVE DATE: DECEMBER 18, 2012.
9. THE EXPECTED USE OF LAND, AS CLASSIFIED IN THE FLORIDA STANDARDS OF PRACTICE (5J-17.051 FAC), IS "RESIDENTIAL". THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF BOUNDARY SURVEY IS 1 FOOT IN 7,500 FEET. THE ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE WAS FOUND TO EXCEED THIS REQUIREMENT.
10. THIS SURVEY MEETS ALL APPLICABLE REQUIREMENTS OF THE FLORIDA STANDARDS OF PRACTICE AS CONTAINED IN CHAPTER 5J-17.052 OF THE FLORIDA ADMINISTRATIVE CODES.
11. DATE OF FIELD WORK IS REFLECTED IN TITLE BLOCK, NOT THE DATE OF SIGNATURE.
12. THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1/100 OR SMALLER.
13. HORIZONTAL DATUM SHOWN HEREON IS IN U.S. FEET.

CERTIFIED TO:

DANIEL Z. WISE, TRUSTEE

DATE:

JAMES M. STRAUGHAN, PROFESSIONAL SURVEYOR & MAPPER FLORIDA
REGISTRATION NO. 5309

SHEET 1 OF 1

CLIENT	Daniel Z. Wise, Trustee
JOB NO.	JOB # 171094.0000-001
ACAD FILE	2017-ACAD-171094.0000 Boundary.dwg
DATE	10/17/2017 CHECKED BY: JMS
DRAWN BY:	Scott Dixon FLD. BOOK:MISC 6
REVISIONS	DATE

BOUNDARY SURVEY

26-22S-26E

LAKE COUNTY, FLORIDA.

HARTLE ROAD BOUNDARY SURVEY
Daniel Z. Wise, Trustee





**DANIEL WISE, TRUSTEE
LARGE SCALE COMPREHENSIVE PLAN AMENDMENT
NOVEMBER 2018**

Prepared By:

LPG Urban & Regional Planners, Inc.
1162 Camp Avenue
Mt. Dora, Florida 32757
(352) 385-1940

City of Clermont
Large Scale Comprehensive Plan Amendment
Daniel Wise, Trustee

Executive Summary

The proposed large scale comprehensive plan amendment consists of 13.31 ± acres and is located off of Hartle Road (Figured 1 and 2) south of SR 50. The subject site abuts the City of Clermont along the northern property boundary and the applicant is requesting annexation. The subject property should be considered infill development. It should also be noted that there is a planned roadway along the northern property boundary known as Hooks Street extension.

The site is designated as Urban Low on the Lake County Future Land Use Map (Figure 3). The applicant is proposing to designate the site as Commercial on the City's Future Land Use Map (Figure 4). Pursuant to FLU Policy 1-1.3.2 of the Lake County Comprehensive Plan, the property could have been developed at a maximum density (4 units/net acre) of 53 residential units and 144,945 square feet of commercial (Table 1). Under the proposed City designation of Commercial land use pursuant to FLU Policies 1.2.4 and 1.9.2 the property can be developed at a maximum density of 156 units and 144,945 square feet of commercial (Table 1). The net change in maximum development is an additional 103 residential units.

School Impact Analysis

The proposed land use will increase the students generated by 35 students; however, the school impact analysis indicates that there is sufficient capacity available to support the amendment.

Existing County Land Use Residential Units: 53 SF units

Proposed Development Residential Units: 156 SF units

Lake County Student Generation Rates	
Single-Family	
Type	Student Multipliers per Dwelling Unit
High School	0.102
Middle School	0.074
Elementary School	0.152
Total	0.328

The anticipated number of students generated by the existing land use is shown in Table 3. The anticipated number of students generated by the proposed development is shown in Table 4. In summary, the proposed change increases the students generated by 35 students (16 elementary, 8 middle school and 11 high school). There are adequate school facilities to accommodate the proposed amendment.

**TABLE 3
STUDENTS GENERATED BASED ON EXISTING DEVELOPMENT**

SCHOOL	SF Units	STUDENT GENERATION RATE	STUDENTS GENERATED	MF UNITS	STUDENT GENERATION RATE	STUDENTS GENERATED	GRAND TOTAL
ELEMENTARY	53	0.152	8	0	0.143	0	8
MIDDLE	53	0.074	4	0	0.063	0	4
HIGH	53	0.102	5	0	0.077	0	5
GRAND TOTAL							17

**TABLE 4
STUDENTS GENERATED BASED ON PROPOSED DEVELOPMENT**

SCHOOL	SF Units	STUDENT GENERATION RATE	STUDENTS GENERATED	MF UNITS	STUDENT GENERATION RATE	STUDENTS GENERATED	GRAND TOTAL
ELEMENTARY	156	0.152	24	0	0.143	0	24
MIDDLE	156	0.074	12	0	0.063	0	12
HIGH	156	0.102	16	0	0.077	0	16
GRAND TOTAL							52

School Name	Projected Enrollment 2020-2021	Permanent Student Capacity	Projected Five-Year Capacity %	Student Enrollment w/Impact	% of Perm. Capacity w/Impact
Grassy Lake Elementary	1,049	1,175	89%	1,069	91%
East Ridge Middle	1,152	1,590	72%	1,162	73%
Lake Minneola High	1,765	1,835	96%	1,779	97%

Source: Lake County School District Five-Year Plan, Fiscal Year 2016-2020

Potable Water Analysis

The City of Clermont currently owns, operates and maintains a central potable water treatment and distribution system. The maximum pumping capacity of these facilities is limited by the City's Consumptive Use Permit (Permit No. 2478) as issued by the St. Johns River Water

Management District (SJRWMD). Permit no. 2478 allows for an annual withdrawal from the Floridian Aquifer of 7.91 mgpd. The City currently utilizes approximately 5.976 mgpd.

The City has a current available capacity of 1.93 mgpd. An analysis was conducted of the proposed amendment based on land use and the City's Level of Service (LOS) standards (Table 2). The analysis concludes that the proposed amendment will not cause a deficiency and the City will have a remaining available capacity of 1.85 mgpd.

Sanitary Sewer Analysis

The City of Clermont currently owns, operates, and maintains a central sanitary sewer system. The City's central sanitary system is comprised of one (1) wastewater treatment plant (WWTP) with a permitted capacity of 4.0 mgpd. The City currently utilizes approximately 3.028 mgpd. The City has a current available capacity of 0.972 mgpd.

An analysis was conducted of the proposed amendment based on land use and the City's Level of Service (LOS) standards (Table 3). The analysis concludes that the proposed amendment will not cause a deficiency and the City will have a remaining available capacity of 0.942 mgpd.

Solid Waste Analysis

The City of Clermont provides solid waste collection service to all its residents through a private franchise service. The City's adopted level of service (LOS) for solid waste is 6.63 lbs per day per resident. The estimated population with the amendment is 429 (156 x 2.75 pph) and will generate approximately 1.42 tons per day. The proposed amendment will not cause a deficiency in the LOS.

Transportation Impact Analysis

The proposed land use will generate an additional 37 PM peak hour trips as outlined below; however, the analysis does not take into account an internal capture rate. Utilizing an internal capture rate of 11% would decrease the PM peak hour trips from 37 to 25 thus the proposed amendment should be considered insignificant.

TRIP GENERATION ANALYSIS

Proposed Land Use Program

Land Use	Size/Unit	ITE Code	Daily Trips	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
Single Family	156 unit	210	1,485	156	98	58
Office/Commercial	144,945 SF	710	1,598	216	37	179
TOTAL GROSS TRIPS (PROPOSED)			3,083	306	96	211

Existing Land Use Program

Land Use	Size/Unit	ITE Code	Daily Trips	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
Single Family	53 units	210	505	53	33	20
Office/Commercial	144,945 SF	710	1,598	216	37	179
TOTAL GROSS TRIPS (EXISTING)			2,103	269	70	199

Net Difference (Proposed Net Trip Generation Minus Existing Net Trip Generation)

Land Use	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
TOTAL NET TRIPS (PROPOSED – EXISTING)	37	26	12

Environmental Analysis

The subject site consists of upland soils (Figure 5). Portions of the subject property are located within the 100 year flood plain (Figure 6). Prior to development, an environmental assessment will be conducted. Should protected species occupy the site, appropriate permits will be secured prior to development.

Comprehensive Plan Compliance

The proposed amendment is in compliance with the following policies (among others) of the City of Clermont's Comprehensive Plan:

Future Land Use

FLU Policy 1.1.3:	Encourage Infill
FLU Policy 1.2.4:	Commercial
FLU Policy 1.9.1:	Mix of Uses
FLU Policy 1.9.2:	Maximum Commercial Intensity

Table 1 – Maximum Development Analysis

Ordinance #	Acres	Existing Land Use	Existing Intensity of Development	Proposed City Land Use	Proposed Maximum Development	Net Change in Development Potential
Daniel Wise *	13.31	Urban Low (4 unit/acre)	53 Units 144,945 SF	Commercial (12 units/acre & .25 FAR)	156 Units 144,945 SF	+ 103 Units
TOTAL	13.31		53 Units 144,945 SF		156 Units 144,945 SF	+103 Units

* Annexation Ordinance No

Existing Lake County Urban Low - Max. Density = 4 units/net acre per FLU Policy 1-1.3.2

City of Clermont - FLU Policy 1.2.4 and 1.9.2 – Max Density = 12 units/acre and .25 FAR

Table 2 – Water Analysis

Ordinance #	Acres	Existing County Land Use	Proposed City Land Use	Maximum Development	Water Demand (gross) (mgpd)	Capacity or Deficit (mgpd)
Current Capacity						1.93
Daniel Wise Trustee*	13.31	County Urban Low 4 units/net acre 0.25 FAR	Commercial 12 units/acre 0.25 FAR	156 Units 144,945 SF	0.079	1.85

* Annexation Ordinance No

Water demand was calculated at 185 gallons per capita per day pursuant to City's LOS standard

Table 3 – Wastewater Analysis

Ordinance #	Acres	Existing County Land Use	Proposed City Land Use	Maximum Development	WasteWater Demand (gross) (mgpd)	Capacity or Deficit (mgpd)
Current Capacity						0.972
Daniel Wise Trustee*	13.31	County Urban Low 4 units/net acre 0.25 FAR	Commercial 12 units/acre 0.25 FAR	156 Units 144,945 SF	0.030	0.942

* Annexation Ordinance No

Wastewater demand was calculated at 70 gallons per capita per day pursuant to City's LOS standard

Figure 1



Figure 2



Figure 3

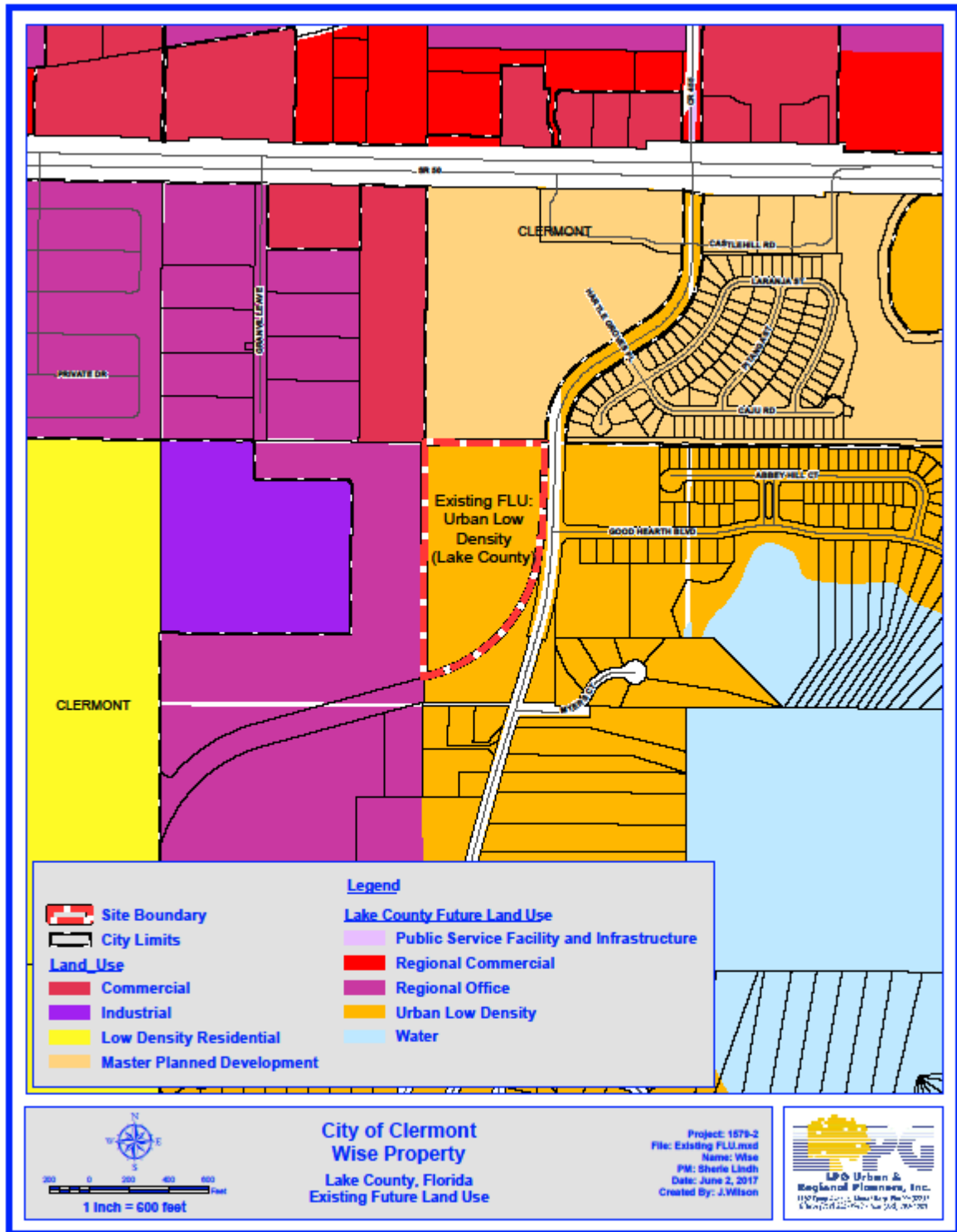


Figure 4

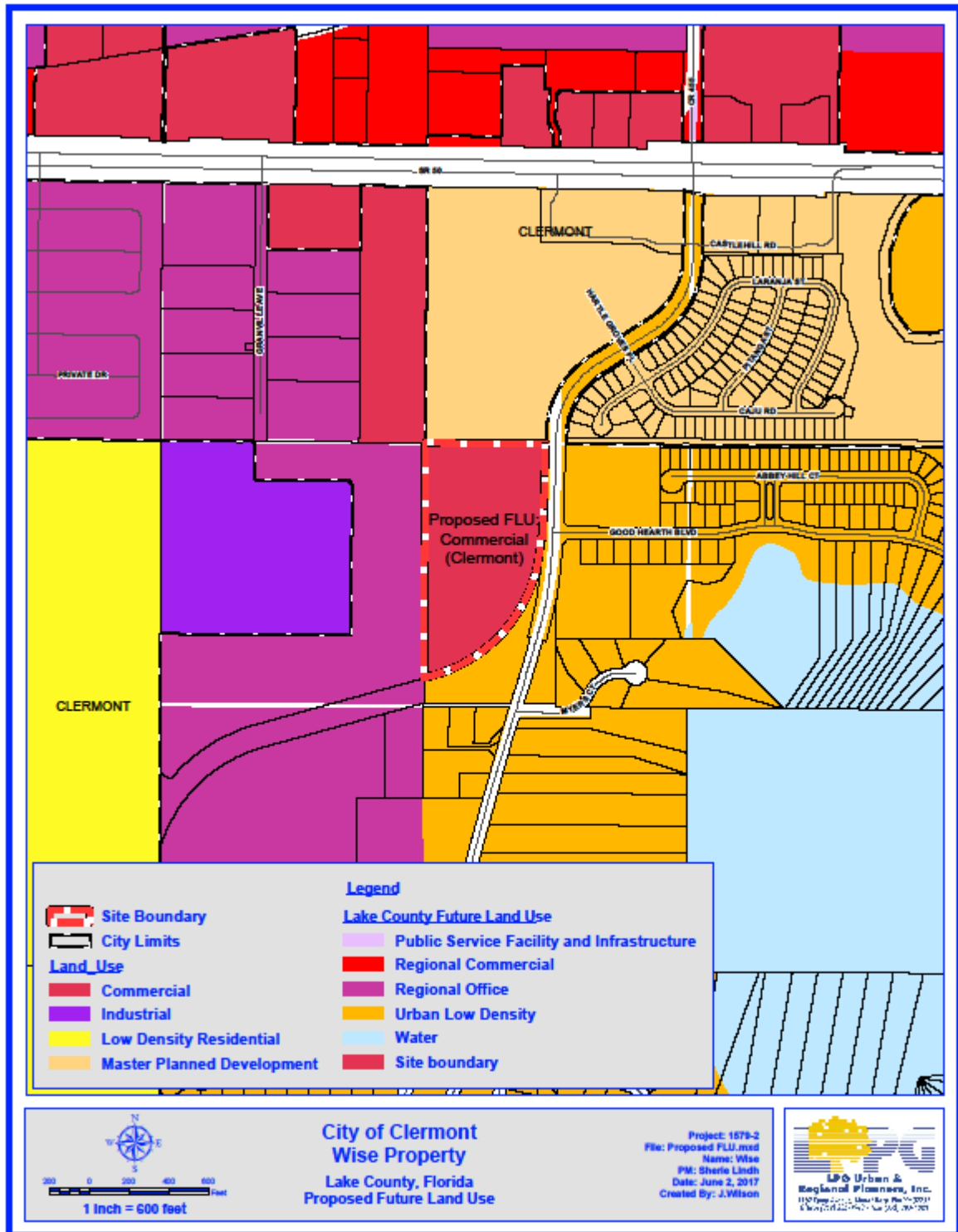


Figure 5

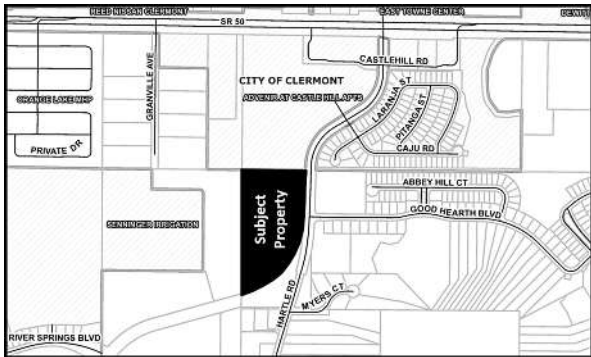


Figure 6



The City of Clermont will hold public hearings on Tuesday, March 5, 2019 at 6:30 p.m. before the Planning and Zoning Commission to consider a proposed change to the City's Future Land Use Map; and on Tuesday, March 12, 2019 at 6:30 p.m. before the City Council to consider introduction of the ordinance and transmittal of the proposed amendment. The map amendment would change the Future Land Use designation for the parcel below from Lake County Urban Low Density to Commercial.

The City of Clermont will hold a public hearing on Tuesday, May 28, 2019 (final hearing) beginning at 6:30 p.m. before the City Council to consider the adoption of the proposed change to the City's Future Land Use Map.



West of the CR 455/Hartle Road and Good Hearth Boulevard Intersection
Alternate Key 1648157

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.

The proposed amendment may be inspected at the City's Development Services Department (1st floor, City Hall) between 8 a.m. and 5 p.m. Monday-Friday.

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.

D048493 - February 23 & May 14, 2019

PLEASE READ CAREFULLY • SUBMIT CORRECTIONS ONLINE

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CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date

Tuesday, March 12, 2019

Agenda Item Name

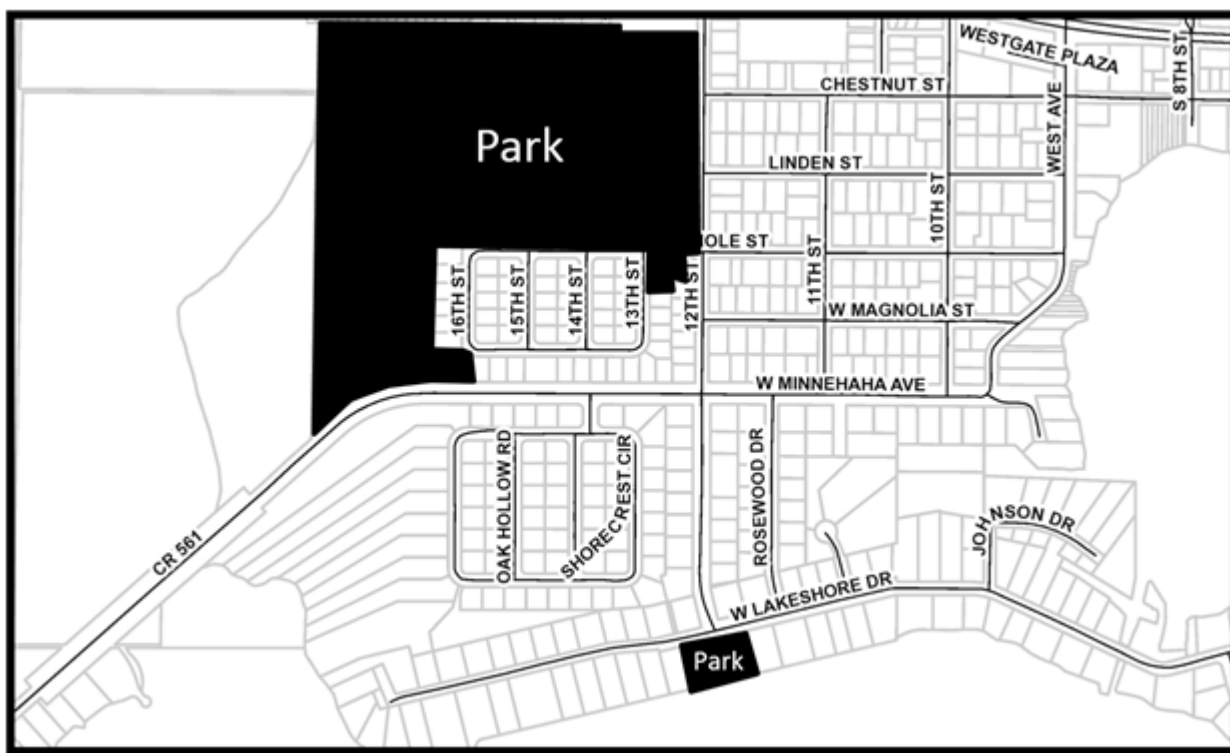
Ordinance No. 2019-17 *Introduction*
City Parks Rezoning

Requested Action

Recommend approval of the introduction of Ordinance 2019-17.

Staff Report

This rezoning request is an administrative request for City owned property that is currently used for parks. This is the continuation of the ongoing effort to have the City parks and recreational areas designated with the PR Parks and Recreation zoning designation. This proposed change will include the following three park properties: Palatlakaha Park, Seminole Park, and Park of Indian Hills.





The properties are currently zoned R-1-A Single Family Low Density or R-1 Single Family Medium Density. 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 active and passive activities conducted at Palatka Park, Seminole Park, and Park of Indian Hills would be permitted uses in this zoning designation. Therefore, staff recommends approval of the rezoning request from R-1-A Single Family Low Density and the R-1 Single Family Medium Density to PR Parks and Recreation zoning district. *The Planning & Zoning Commission recommend unanimous approval, 7-0.*

Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	2019-17 12th Street Area Park REZ	2019-17 12th Street Area Park REZ.doc
2.	12th Street South Parks Maps REZ	12th Street South Parks Maps REZ.pdf
3.	ORD 2019-17 Legal Ad Proof	ORD 2019-17 Legal Ad Proof.pdf



CITY OF CLERMONT
ORDINANCE NO. 2019-17

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.

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:

Tracts A & B according to the plat of Park Place as recorded in Plat Book 31, Page 1, Public Records of Lake County, Florida.

All of Blocks 134, 135 and 136 according to the plat of CITY OF CLERMONT, as recorded in Plat Book 8, Page 19, Public Records of Lake County, Florida. Together with the South ½ of Highland Ave. lying West of the Westerly right of way line of 12th St. Together with a portion of Chestnut St. in between Blocks 135, 136 lying West of the Westerly right of way line of 12th St. said subdivision. Together with a portion of Linden St. in between Blocks 134, 135 lying West of the Westerly right of way line of 12th St. said subdivision.

The South 310' of Govt. Lot 7 of Section 23, Township 22 South, Range 25 East.

And

That certain parcel designated as "PARK" according to the Plat of Indian Hills as recorded in Plat Book 8, Page 86, Public Records of Lake County, Florida.

And

Tract B according to the plat of Hazelwood as recorded in Plat Book 27, Page 46, Public Records of Lake County, Florida.

Lot 76 according to the plat of Indian Hills as recorded in Plat Book 8, Page 86, Public Records of Lake County, Florida less S19'



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LOCATION:

Palatlakaha Park:

West of 12th Street and North of Seminole Street
(Alternate Key 1714184 & 3874692)

Seminole Park and adjoining parcel:

Southwest corner of the intersection of Seminole Street and 12th Street
(Alternate Key 1621216 & 3881389)

Park of Indian Hills:

Parcel south of the intersection of West Lakeshore Drive and 12th Street
(Alternate Key 3704801)

**From: R-1-A Single Family Low Density Residential District and
R-1 Single Family Medium Density Residential District
To: PR Parks and Recreation District**

SECTION 2.

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

SECTION 3.

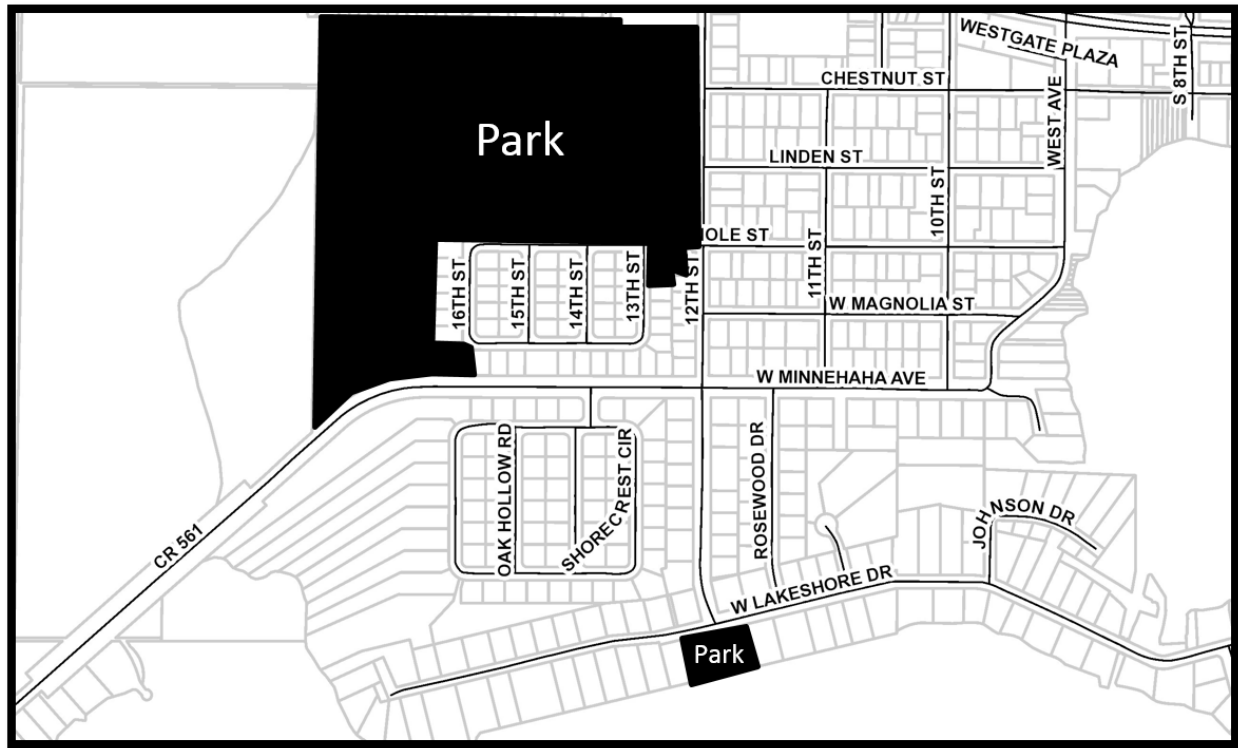
Should any Section or part of this Section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply to or affect any other provision of this Ordinance, except to the extent that the entire Section or part of the Section may be inseparable in meaning and effect from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

SECTION 4.

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

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Location map:





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PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 26th day of March, 2019.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

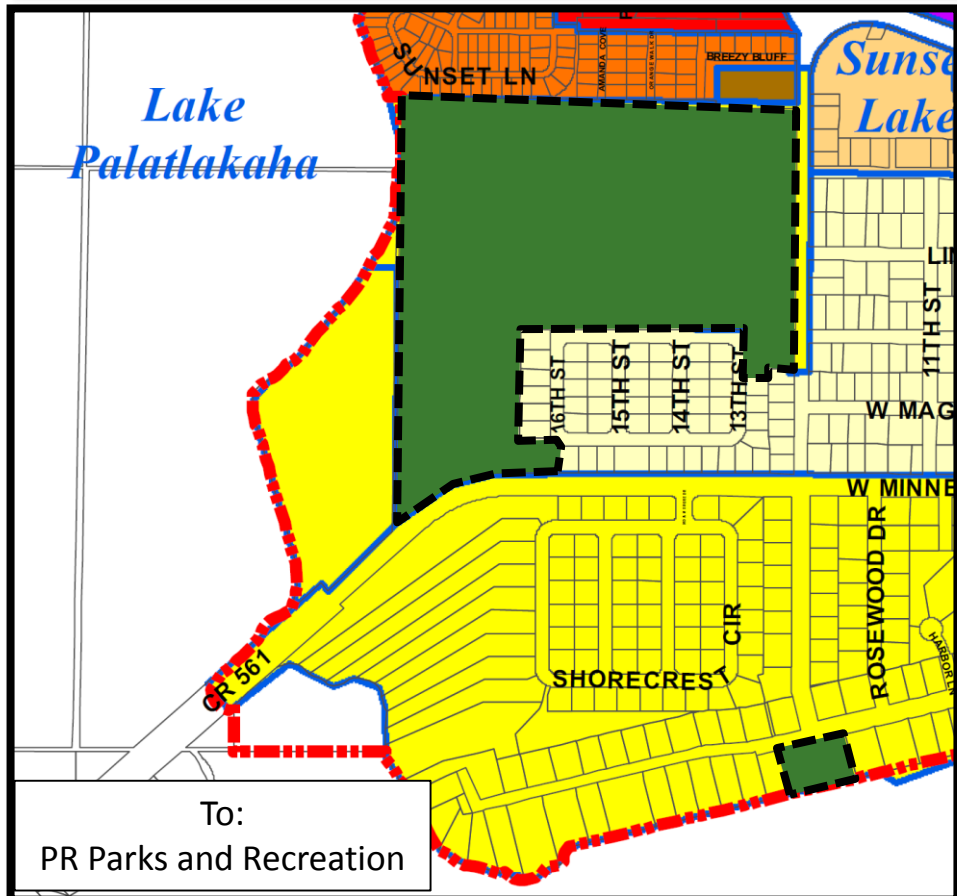
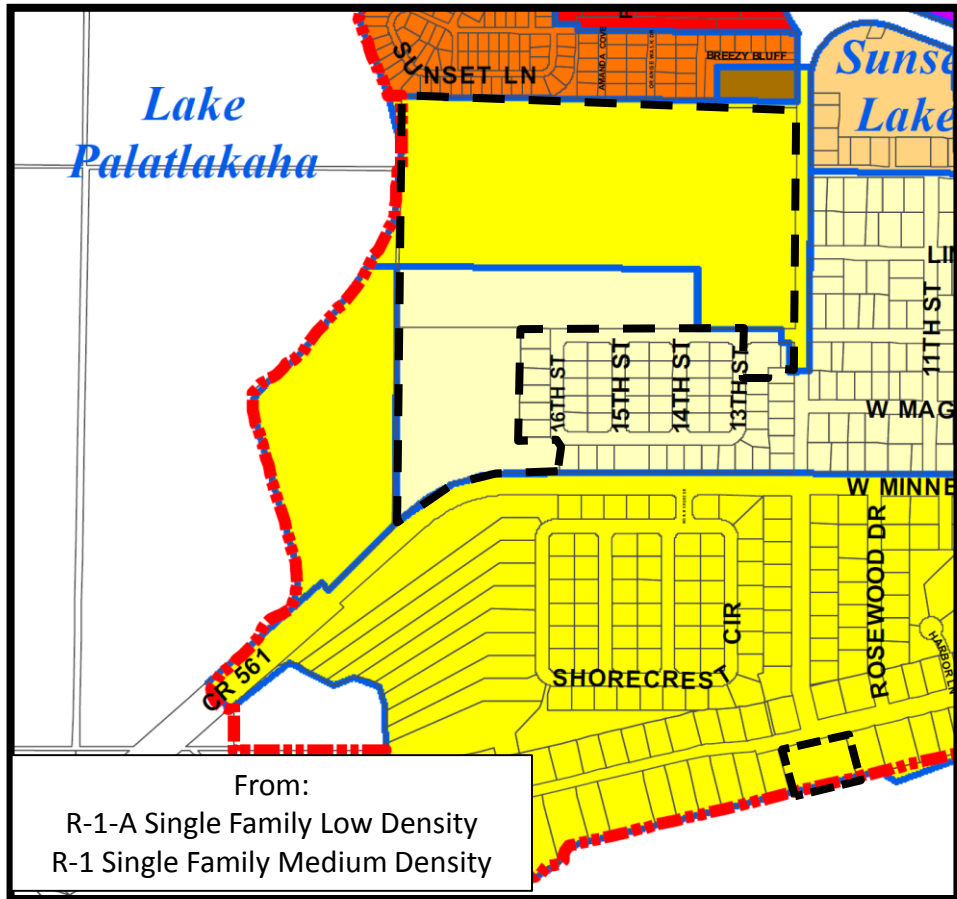
Daniel F. Mantzaris, City Attorney

Exhibit - Location Map



Parcel #	AK	Park
1	1714184	Palatlakaha Park
2	3874692	Palatlakaha Park
3	1621216	Seminole Park
4	3881389	Seminole Park
5	3704801	Park of Indian Hills

Exhibit - Zoning Map –Rezoning



Advertising Receipt

CITY OF CLERMONT
Carlie Zinker
P.O. BOX 120219
CLERMONT, FL 34712

Account Number: 7101866
Order Number: 10085350
Phone: (352) 241-7331
Date: 02/21/19
Ad Taker: Joanne French

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE Notice is hereby given that the City Council of the City of Cler	02/26/2019	03/12/2019	\$369.16

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. 2019-17

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

Palatka Park:
West of 12th Street and North of Seminole Street
(AK 1714184 & 3874692)
Seminole Park and adjoining parcel:
Southwest corner of the intersection of Seminole Street and 12th Street
(AK 1621216 & 3881389)
Park of Indian Hills:
Parcel south of the intersection of W. Lakeshore Drive and 12th Street
(AK 3704801)

LEGAL DESCRIPTION

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From: R-1-A Single Family Low Density Residential District and R-1 Single Family Medium Density Residential District
To: PR Parks and Recreation District

This request will be considered by the Planning & Zoning Commission on Tuesday, March 5, 2019 at 6:30 p.m. A public meeting to consider the request will be held before the City Council on Tuesday, March 26, 2019 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: 10085350
February 26, 2019 &
March 12, 2019

Payment Info	
Ad Price	\$369.16
Tax	\$0.00
Sub Total	\$369.16
Prepaid Amount	\$0.00
Balance Due	\$369.16