



**CITY OF CLERMONT
COUNCIL MEETING AGENDA
6:30 PM, Tuesday, March 26, 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

PRESENTATIONS

Clermont Police Annual Awards Presentation

Lake County Rowing Association

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 March 12, 2019 Council Meeting minutes.

Item No. 2 - Surplus Request

Consider declaring end of life inventory as surplus from Information Technology and Parks & Recreation Departments and dispose of in accordance with the Purchasing Policy.

Item No. 3 - Bid Award

Consider bid award to Killebrew, Inc. to replace existing failing sanitary sewer foremain along Barbados Loop in the total budgeted amount of \$132,788.

Item No. 4 - Bid Award

Consider bid award to Ring Power, Inc. to provide a generator enclosure and fuel tank replacement to generator E6 in the total budgeted amount of \$58,616.40.

Item No. 5 - Piggyback Purchase and Budget Amendment

Consider request to piggyback the Sourcewell, Formerly National Joint Powers Alliance (NJPA) contract with Musco Sports Lighting, LLC. to provide sports field LED lighting at Hancock Park in the amount of \$309,847 and a budget amendment in the same amount.

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Item No. 6 - Resolution No. 2019-10R	Consider resolution to amend the Fiscal Year 2019 Budget.
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Item No. 7 - Revised Mitigation Credit Purchase Agreement	Consider Revised Mitigation Credit Purchase Agreement with Hammock Lake Mitigation Bank, LLC in the budgeted amount of \$70,000 for Clermont boat ramp at Bell Ceramics.
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UNFINISHED BUSINESS

Item No. 8 - Resolution No. 2019-01R <i>South Lake Medical Arts, Pad O</i> <i>Table to April 23, 2019</i>	Consider request to amend a Conditional Use Permit to allow for an increase to the professional office total square footage.
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Item No. 9 - Variance Request <i>South Lake Medical Arts, Pad O</i> <i>Table to April 23, 2019</i>	Consider request to allow for a reduction of the required number of parking spaces for property located at the southwest corner of Oakley Seaver Drive and Citrus Tower Blvd.
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Item No. 10 - Ordinance No. 2019-07 <i>Final</i> <i>Fuqua Annexation</i>	Consider voluntary annexation of 115 +/- acres located southwest of the Hartwood Marsh Road and Hancock Road intersection.
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Item No. 11 - Ordinance No. 2019-08 <i>Final</i> <i>Fuqua CPA</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.
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Item No. 12 - Ordinance No. 2019-09 <i>Final</i> <i>Fuqua PUD</i>	Consider a Planned Unit Development consisting of 321 single-family lots on 115 acres located southwest of Hartwood Marsh Road and Hancock Road.
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Item No. 13 - Ordinance No. 2019-17 <i>Final</i> <i>City Parks Rezoning</i>	Consider ordinance to change the zoning on Palatlakaha Park, Seminole Park, and Park of Indian Hills to City PR Parks and Recreation zoning designation.
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NEW BUSINESS

Item No. 14 - Variance Request <i>647 Lake Ave.</i>	Consider request to allow for a reduction of required number of parking spaces for proposed mixed use development.
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Item No. 15 - Variance Request
Lakeview Hills

Consider request to allow for construction of a driveway less than five foot from side yard property line for vacant parcel.

Item No. 16 - Ordinance No. 2019-21 *Introduction*
JJ's Waste & Recycling, LLC

Consider an Ordinance to allow a non-exclusive garbage franchise agreement.

ADJOURN

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

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

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

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
March 12, 2019

The City Council met in a regular meeting on Tuesday, March 12, 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

Brian Broadway gave the invocation followed by the Pledge of Allegiance.

PRESENTATIONS

City Clerk Howe read the Florida Bicycle Month proclamation aloud.

PRESENTATIONS

FY 2019 Quarterly Budget Presentation

Finance Director Van Zile presented the highlights of the City of Clermont quarterly budget report for October 1, 2018 to December 31, 2018. The report presents an overview of the City's revenues, expenditures, and key department statistics for the first quarter of Fiscal Year 2019. Building permit fees are 14 percent of the budget but should be at 25 percent. The decrease is a result of fewer permits being issued compared to the same timeframe last year which also affects the impact fees for capital projects. Finance Director Van Zile reviewed the top 10 revenues, major fund revenues, major fund expenditures, department expenditures, and master plan expenditures.

PUBLIC COMMENTS

Bob Olsen, 1290 Diane Place, stated the US Power Squadron and the Clermont Chain of Lakes Foundation is hosting Americas Boating Course which is required for anyone born after 1988. The class will be on Saturday, March 23, 2019 from 8:00am to 5:00pm at the Arts and Recreation Center.

Liam O'Dubhlaine. commented March is St. Patrick's month and there will be a celebration at the Sun creek Brewery this weekend.

REPORTS

City Manager Gray reported changes to the agenda. Items 9, 10 and 11 need to be tabled to March 26, 2019 due to advertising error.

Item No. 9 – Ordinance No. 2019-07, Final, Fuqua Annexation

City Clerk Howe read Ordinance No. 2019-07 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.

Council Member Bates moved to table Ordinance No. 2019-07 to March 26, 2019; seconded by Council Member Brishke. The motion passed with all members present voting aye.

Item No. 10 – Ordinance No. 2019-08, Final, Fuqua CPA

City Clerk Howe read Ordinance No. 2019-08 aloud by title only.

City of Clermont
MINUTES
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March 12, 2019

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

Council Member Bates moved to table Ordinance No. 2019-08 to March 26, 2019; seconded by Council Member Brishke. The motion passed with all members present voting aye.

Item No. 11 – Ordinance No. 2019-09, Final, Fuqua PUD

City Clerk Howe read Ordinance No. 2019-09 aloud by title only.

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

Council Member Bates moved to table Ordinance No. 2019-09 to March 26, 2019; seconded by Council Member Goodgame. The motion passed with all members present voting aye.

City Manager Gray reported the Citizens Academy started on Thursday, March 7, 2019 and thanked Communications Director Deen and Nick Gonzalez for their work. There was an incident on Saturday night at Pig on the Pond concerning a group of kids. Chief Broadway and his team handled the situation. The City's utility extension priority made the first round in the House and in the Budget Committee. City Manager Gray asked IT Director Dennis to discuss the City's wifi project.

IT Director Dennis stated progress is being made on employing public wifi. Progress is slow moving as the project requires extending electric utility and underground fiber work. The public wifi is currently available at existing City facilities. Staff was able to use the public wifi at the City facilities as a controlled test run. Over the weekend the wifi had over 140 users. The public wifi does not collect any personally identifiable information. The only information requested is zip code and e-mail. City Manager Gray stated this project is a priority and has the potential for government funding.

City Manager Gray reported there is a triathlon at Victory Pointe this weekend.

City Attorney Mantzaris reported at the February 12, 2019 meeting, the Council denied a 7-11 location Conditional Use Permit that returned to Council as a request for relief due to a prior denial of the Conditional Use Permit. However, the applicant has withdrawn their application and will not be pursuing the matter further.

Council Member Bates – No report.

Council Member Goodgame reported on Thursday attending the Homeowner's Association meeting for the Hills of Clermont at Hampton Inn. There is a firm from Atlanta proposing to build an apartment building near the development but per the Hills of Clermont's regulations, the Homeowner's Association has a voice in the matter. There are five proposed buildings with elevators. Out of the 117 people that attended the meeting, only three people voted no.

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Council Member Brishke reported on February 28, she attended the Tip A Cop Event at Outback Steakhouse.

Council Member Travis reported on February 27, she attended a Metropolitan Planning Organization meeting in Lady Lake where they asked for a list of the City's 2019 top priorities. On April 24, she will be leaving for Spain at which time Planning Manager Kruse will take her place at the next Metropolitan Planning Organization meeting.

Mayor Ash reported on March 28, she attended the Master Plan meeting at the City Center where the focus was on the development of the Meet Us in the Middle Plaza. On March 1, she was at Hancock Park to throw the first pitch for the start of the Collegiate Women's National Softball Tournament, also known as the Spring Games. On March 3 and 4, she spoke to two students at Lake Sumter regarding priorities in the City. At the City Center on March 7, she welcomed the participants in the latest Leadership Orlando Class. Later that day, she attended the first class of the Citizens Academy.

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 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.

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.

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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.

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

NEW BUSINESS

Item No. 12 – Historic Village Improvements

Public Works Director Brunson presented the purpose, location, history, challenges, and next steps for the Townsend House roof and the Historic Village perimeter fence. Staff was directed to obtain quotes for a new three-foot high and two rail ranch style PVC fence for the perimeter of the Historic Village. Quotes for two optional layouts of fencing were received. The first option was a cost of \$10,780 with the second option being a cost of \$6,125.

City Manager Gray clarified the City knew the roof on the Townsend House would need to be replaced and, for budgeting purposes, budgeted \$13,000 for the cost. However, the proposed fencing requested by the Historic Society for the Historic Village was not in the budget and as a result a budget amendment would be required. At the previous workshop, the Historic Society's request was to keep the wood shingles in order to preserve the historic look of the house. There were no responses to the City's bid for replacing the roof shingles. A local contractor bid on the project once the City approached them due to a lack of responses and their bid was \$36,000.

Mayor Ash opened the Public Hearing.

Jim Briggs, President of South Lake Historical Society, provided an attendance update which has increased steadily over the year and showed a photograph which hangs in the Townsend House. The Historical Society is offering to pay the difference in cost for a composite cedar shingle roof similar to the original.

Mayor Ash closed the Public Hearing.

Council Member Bates inquired about the lack of bidders. Public Works Director Brunson replied the lack of responses could be due to the economy as the proposed project is small.

Council Member Goodgame inquired about the different material types to be used with each option. Public Works Director Brunson replied the City would have to use the material which is recommended to go with the warranty.

Council Member Travis expressed concern with the cost for a new roof. City Manager Gray stated staff could open the bid up again to give more people the opportunity to bid.

Mayor Ash asked what advantages and differences there were between the two type of shingles. Public Works Director Brunson stated the warranty information is approximately the same but there is a difference in appearance with one having more of a historical look.

City Manager Gray clarified the City does not have to do a formal Request For Proposals again but rather can open the matter up for bids and have staff collect the bids.

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Mayor Ash expressed opposition to the open slat fence. City Manager Gray clarified staff was directed to look at that specific type of fence to keep the fencing uniform along the waterfront.

Council Member Goodgame stated the purpose of the fence is to prevent walkers who cut through the property.

Council Member Travis suggested installing the gate even without the fence.

Mayor Ash inquired timeframe of when the gate would be open. City Manager Gray stated the gate would be closed during big events.

Council Member Bates suggested holding off on the matter until more information is acquired with the cost of the roof.

Roxanne Brown stated the purpose of the fence would be to stop people from entering who should not be there and expressed concern of people smoking around the buildings.

Public Works Director Brunson stated staff is building the gate either way as it has already been budgeted for and the gate will match what is currently in the parks.

City Manager Gray stated staff will collect more information and will put the matter on a future agenda.

Item No. 13 – Variance Request, Kauffman

Development Services Director Henschel presented the applicant's variance request. The variance request is to allow for a rear yard setback of 21 feet instead of 25 feet as required by the Land Development Code. The applicant is requesting the variance to allow for construction of a balcony on the second story of the residential home. The parcel located to the rear of the property is owned by the applicant as well. Staff has reviewed the application and recommended approval of the variance request.

Scott Kauffman, applicant, stated he has lived in the City for 23 years and requested approval for his variance request.

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

Mayor Ash inquired about the Homeowner's Association. Mr. Kauffman replied there is a Homeowner's Association which has already given approval pending the Council's approval of the variance request.

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

Item No. 14 – Ordinance No. 2019-14, Introduction, Wise Property

City Clerk Howe read Ordinance No. 2019-14 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.

Council Member Bates moved to introduce Ordinance No. 2019-14; seconded by Council Member Goodgame. The motion passed with all members present voting aye.

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

City Clerk Howe read Ordinance No. 2019-15 aloud by title only.

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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.

Planning Manager Kruse presented the transmittal request. The applicant's property is approximately 13 acres west of County Road 455/Hartle Road. This request is being heard concurrently with an annexation and rezoning request. The property is located within the Interlocal Service Boundary Agreement and the Joint Planning Area. The property has been historically used for agricultural use. 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, the property can be developed at a maximum density of 53 residential units and 144,495 square feet of commercial. The City's Commercial Future Land Use allows up to .25 Floor Area Ratio and up to 12 units per acre. The commercial square footage would be the same but an increase of eight units per acre could be constructed. The applicant is requesting for up to 96,000 square feet of commercial/office space and 96 multi-family units. The property meets the requirements for voluntary annexation and it is not in conflict with the City's Comprehensive Plan. Staff recommends approval of transmittal. The Planning and Zoning Commission recommended approval.

Greg Beliveau, representative of the Wise family, stated he was available for questions and the Wise family has been cooperating with the extension of Hooks Street.

Mayor Ash opened the Public Hearing.

Mike De Santis, 16305 Lake Sherman Drive, expressed opposition to the request.

Antonio Rosado, 13207 Hartle Road, expressed opposition to the request.

Mayor Ash closed the Public Hearing.

Mr. Beliveau stated the Hooks Street extension will address the traffic concerns and the applicant cannot build until that extension goes in. The traffic impact will be mitigated and there will be an alternative east/west access. The applicant is asking for an increase in density as reimbursement for right-of-way donations. The applicant has worked with Lake County Public Works and the City of Clermont.

City Manager Gray reminded Council the matter will return for a final vote once it has been transmitted to the State for their review.

Council Member Travis expressed opposition to the transmittal.

Council Member Bates expressed opposition to the proposed project but expressed support for transmittal.

Mayor Ash inquired about the State's review. Planning Manager Kruse replied the request gets transmitted to several different State agencies however each agency only looks at the subject from their particular view point and not as an overall project. City Manager Gray clarified the State agencies are looking to ensure it meets state laws. If there are any objections, the State will send a letter to the City and the applicant.

Mayor Ash expressed traffic concerns.

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Council Member Travis stated the County would have to rezone the property to approve the applicant's request. City Attorney Mantzaris clarified the County's Comprehensive Plan does allow for the residential and commercial use so it would be simple for the applicant to rezone the property to match the County's Comprehensive Plan.

City Manager Gray stated staff's recommendation is to transmit the request to the State so the matter can return to the City Council for the Council to vote upon. The City has been impacted by decisions of the County in prior history and having the City Council vote on the property would allow for the City to have some control over what is done with the subject property.

Mayor Ash expressed support for the City having a say with the property.

Council Member Bates moved to approve transmittal of Ordinance No. 2019-15; seconded by Council Member Brishke. The motion passed with all members present voting aye.

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

City Clerk Howe read Ordinance No. 2019-17 aloud by title only.

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

Council Member Bates moved to introduce Ordinance No. 2019-17; seconded by Council Member Goodgame. The motion passed with all members present voting aye.

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ADJOURN: With no further comments, this meeting adjourned at 7:57pm.

APPROVED:

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk



AGENDA ITEM

Meeting Date		
Tuesday, March 26, 2019		
Agenda Item Name		
Surplus Request		
Requested Action		
Request to approve and declare end of life inventory as surplus from Information Technology and Parks & Recreation Departments and dispose of in accordance with the Purchasing Policy.		
Staff Report		
The Purchasing Department, on behalf of the Information Technology Department and Parks & Recreation Department recommends approval of the above action. The following inventory represents assets that were disposed but are currently listed in the inventory. The purpose of this approval is to officially remove the listed property from the inventory system. I.T. Department Qty: Property Description (1) HP DesignJet 800ps Large Format Scanner/Printer Parks & Recreation Department Qty: Property Description (34) L&E Par 56 Theatrical Lighting (obsolete)		
Additional Analysis		
Fiscal Impact Summary		
Surplus property is anticipated to be sold for approximately \$500.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Information Technology - Property Disposal	Information Technology - Property Disposal.pdf	
2. Parks & Recreation - Property Disposal	Parks & Recreation - Property Disposal.pdf	



PROPERTY DISPOSAL FORM

Dept. / Division: INFO. TECH. Property Tag #:
Contact Person: Chuck Stinson Phone: X 7373
Year / Make / Model: C7780C Vehicle No.
Miles / Hours: Serial / VIN: DK34N5203Q
Description of Property HP design jet 800 ps large format printer

☐ 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. De

Date: 3/11/2019

*****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: Q12784 Vehicle No.
Miles / Hours: Serial / VIN: DK 36311012
Description of Property HP designjet 815 mfp large-format scanner

☐ 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).
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- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:**

Director Signature: Donald C. [Signature]

Date: 3/11/2019

*****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: P&R/CPAC Property Tag #:
Contact Person: Jonathan Pominville Phone: 352-708-5902
Year / Make / Model: L&E Par 56 Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property (qty. x34) L&E Par 56 theatrical light - obsolete

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

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

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

☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).

☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.

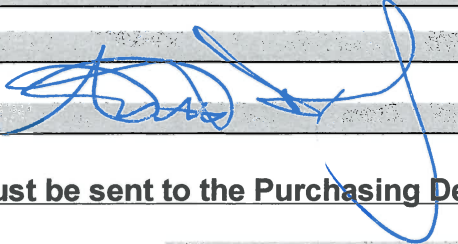
☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.

☒ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.

☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.

☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).

☐ **OTHER:**

Director Signature: 

Date: 3/11/19

*****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

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Meeting Date			
Tuesday, March 26, 2019			
Agenda Item Name			
Bid Award			
Requested Action			
Request to approve contract between the City of Clermont and Killebrew, Inc. to replace existing failing sanitary sewer foremain along Barbados Loop.			
Staff Report			
The Purchasing Department and the Development Services Department recommend approval of the above action. The Purchasing Department issued a Request for Bid (RFB) number 19-029 to replace existing failing sanitary sewer foremain along Barbados Loop. The RFB was fully competed, advertised, and complies with the City of Clermont Purchasing Policy. There were five (5) responses to the RFB. The work involves replacing the existing sewer forcemain along Barbados Loop via directional drill and open cut methods to minimize impact to the residents. Award is being recommended to low responsive and responsible bidder Killebrew, Inc. in the total amount of \$132,788 who complied with all terms, conditions, and specifications stated in the RFB.			
Additional Analysis			
Fiscal Impact Summary			
The fiscal impact of \$132,788 is included in the current year approved budget.			
Fiscal Impact		Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)			
1. RFB 19-029 Response Tabulation		RFB 19-029 Response Tabulation.pdf	
2. RFB 19-029 Award Recommendation		RFB 19-029 Award Recommendation.pdf	



RESPONSE TABULATION

RFB 19-029, BARBADOS LOOP FORCEMAIN REPLACEMENT
DUE DATE/TIME: MARCH 7, 2019 AT 2:00 P.M. (EST)

COMPANY NAME	BID BOND	ADDENDA 1, 2 & 3	LUMP SUM PRICE
Killebrew, Inc. – Lakeland, FL	Y	Y	\$132,788.00
Hartman Civil Construction Company. Inc.- Ocala, FL	Y	Y	\$137,300.00
SanPik, Inc. – Lake Mary, FL	Y	1 & 2	\$138,205.00
Traverse Group, Inc. – Clermont, FL	Y	Y	\$167,913.73
Danus Utilities, Inc. – Sanford, FL	Y	Y	\$180,550.00

*Addenda 1, 2 and 3 were not mandatory submittals with bid response.



FREDDY SUAREZ
Purchasing Director
Purchasing Department

352-241-7350
fsuarez@clermontfl.org

AWARD RECOMMENDATION
MARCH 14, 2019
RFB 19-029 – BARBADOS LOOP FORCEMAIN REPLACEMENT

Based on the results of the bid submittals, the Purchasing Department is recommending award to the low responsive and responsible bidder, Killebrew, Inc., in the lump sum price of \$132,788.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, March 26, 2019		
Agenda Item Name		
Bid Award		
Requested Action		
Request to approve contract between the City of Clermont and Ring Power, Inc. to conduct all labor, material and equipment necessary to replace existing generator enclosure and fuel tank replacement for generator E6.		
Staff Report		
The Purchasing Department and the Environmental Services Department recommend approval of the above action. The Purchasing Department issued a Request for Bid (RFB) number 19-033 to make repairs to generator E6. The RFB was fully competed, advertised, and complies with the City of Clermont Purchasing Policy. There were four (4) responses to the RFB however two were considered non-responsive. The work consists of replacing the generator E6 enclosure and fuel tank. Award is being recommended to low responsive and responsible bidder Ring Power, Inc. in the lump sum price of \$58,616.40 who complied with all terms, conditions, and specifications stated in the RFB.		
Additional Analysis		
Fiscal Impact Summary		
The fiscal impact of \$58,616.40 is included in the current year approved budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFB 19-033 Response Tabulation	RFB 19-033 Response Tabulation.pdf	
2. RFB 19-033 Award Recommendation	RFB 19-033 Award Recommendation.pdf	



RESPONSE TABULATION

RFB 19-033, GENERATOR ENCLOSURE AND FUEL TANK REPLACEMENT
DUE DATE/TIME: MARCH 14, 2019 AT 2:00 P.M. (EST)

COMPANY NAME	ADDENDA 1	ADDENDA 2	LUMP SUM PRICE
Ring Power Corporation – Orlando, FL	Y	Y	\$58,616,40
Paramount Power, Inc. – Largo, FL	Y	Y	\$90, 650.61
CJ's Sales And Service of Ocala – Ocala, FL	N	N	(Non-Responsive)
Begus Online, LLC – Aventura, FL	N	N	(Non-Responsive)

*Addenda 1 was a mandatory submittal with bid response.

*Addenda 2 was not a mandatory submittal with bid response.



FREDDY SUAREZ
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Purchasing Department

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AWARD RECOMMENDATION
MARCH 15, 2019
RFB 19-033 – GENERATOR ENCLOSURE AND FUEL TANK REPLACEMENT

Based on the results of the bid submittals, the Purchasing Department is recommending award to the low responsive and responsible bidder, Ring Power, Inc., in the lump sum price of \$58,616.40.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, March 26, 2019		
Agenda Item Name		
Piggyback Purchase and Budget Amendment		
Requested Action		
Request to approve a piggyback contract number 082114-MSL from Sourcewell, Formerly National Joint Powers Alliance (NJPA) with Musco Sports Lighting, LLC. to provide to purchase and install sports field LED lighting at Hancock Park in the amount of \$309,847 and a budget amendment in the same amount.		
Staff Report		
The Purchasing Department and the Public Works Department recommend approval of the above action. At the request of the Public Works Department, the Purchasing Department sought a contract between Sourcewell, Formerly National Joint Powers Alliance (NJPA) and Musco Sports Lighting, LLC. to purchase LED sports field lighting at Hancock Park. In accordance with the direction of City Council, the Purchasing Department issued a Request for Interest (RFI) number 1910-004 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 Sourcewell, Formerly National Joint Powers Alliance (NJPA) contract number 082114-MSL. The Sourcewell contract was obtained through a fully competitive solicitation and complies with the City of Clermont Purchasing Policy.		
Additional Analysis		
Fiscal Impact Summary		
The purchase is not included in the current year approved budget, however, a significant portion of the total cost is being funded from a \$250,000 grant received from the Florida Small Community Energy Efficient Lighting Grant Program in September 2018. It is anticipated that another \$50,000 grant will be received for this project and the remaining \$9,847 will then be funded from funds budgeted for park improvements. If the grant is not received, the entire amount of \$59,847 will be funded from funds budgeted for park improvements. A budget amendment in the General Fund for the cost of the project (\$309,847) and the associated grant (\$250,000) is included in the quarterly budget amendment Resolution No. 2019-10R.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Hancock Park LED Quote - Davis Bacon	Hancock Park LED Quote - Davis Bacon.pdf

2.	City of Clermont Agreement Draft 06012018 No Markup	City of Clermont Agreement Draft 06012018 No Markup.doc
3.	RFI 1810-004	RFI 1810-004.pdf
4.	Grant Award Letter	Grant Award Letter.pdf

Project: Hancock Park LED Relight
 Clermont, FL
 Ref: 190692
 Date: October 5, 2018

Quotation Price – Materials Delivered to Job Site and Installation

SportsCluster System with Total Light Control – TLC for LED™ technology

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

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

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

(*Please note that we did not include a price for the East soccer field as it is Light-Structure Green product that is still under 25yr warranty)

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

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

(*Please note that the softball wagon wheel would not be able to be retrofitted and is not included in the price due to the number of fixtures needed to reach 50fc infield/30fc outfield. The number of fixtures exceeds the EPA allowable on the poles.)

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

Sales tax and bonding of the equipment are not included.

Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential.



Installation Services Provided - Scope of Work to follow

Payment Terms

Musco's Credit Department will provide payment terms.

Delivery Timing

6 - 8 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole locations.

Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

Notes

Quote is based on:

- Shipment of entire project together to one location
- Structural code and wind speed = 2017 FBC-C, 140 MPH, Importance Factor 1.0.
- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees
- Includes supply and installation of Musco system including underground wiring and conduit, service entrance panel board, and controls by a licensed contractor.
- Standard soil conditions – rock, bottomless, wet or unsuitable soil may require additional engineering, special installation methods and additional cost
- Confirmation of pole locations prior to production
- Constant 25 product assurance and warranty program is contingent upon site review and compatibility with Musco's lighting system
- **Includes Davis-Bacon wages**

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Bob DeCouto
Field Sales Representative
Musco Sports Lighting, LLC
Phone: 407-421-5660
E-mail: bob.decouto@musco.com





ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Administration

**FEDERAL FINANCIAL ASSISTANCE
SUBRECIPIENT AGREEMENT**

This Federal Financial Assistance Subrecipient Agreement ("AGREEMENT") made and entered into this _____ day of _____, 20____ by and between the FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, ("RECIPIENT"), and City of Clermont, ("SUBRECIPIENT"). The SUBRECIPIENT'S application package for federal financial assistance, dated February 27 2018 ("APPLICATION") is incorporated by reference. The SUBRECIPIENT shall perform the Scope of Work contained in the SUBRECIPIENT'S APPLICATION and Attachment A of the agreement. The Department of Management Services' designated United Nations Standard Products and Services Code (UNSPSC) is:83101902_(Energy Use Reduction Measures)_____

A. SUBAWARD AMOUNT

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

B. EFFECTIVE DATE/TERM

1. The effective date of this AGREEMENT shall commence on execution and, unless sooner terminated or canceled, shall end on the 15th day of July of 2020. **All installation work must be completed by June 30, 2019.** ("Term").
2. No-cost extensions require the prior written approval of the RECIPIENT and must be submitted not less than sixty (60) days prior to the end of the Term. Extension requests, which exceed the federal agency award period, will not be granted.

C. UNIVERSAL IDENTIFIER AND SYSTEM OF AWARD MANAGEMENT

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

D. FINANCIAL AND PROGRAM MANAGEMENT

1. Statutory and National Policy Requirements

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

2. Deliverables

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

3. Financial Management

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

4. Reimbursement Requests

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

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

5. Payment of Reimbursement Requests

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

6. Program Income

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

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

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

7. Revision of Budget Plan

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

8. Revision of Scope of Work

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

9. Acknowledgements

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

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

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

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

E. PROPERTY STANDARDS

1. Equipment and Real Property

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

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

2. Insurance Coverage

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

3. Intellectual Property

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

F. MATCHING OR COST SHARE (IF APPLICABLE)

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

G. GENERAL PROCUREMENT STANDARDS

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

H. PERFORMANCE MONITORING AND REPORTING

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

I. RECORD RETENTION AND ACCESS

1. Retention Requirements for Records

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

2. Public Access to Records

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

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

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

J. REMEDIES FOR NONCOMPLIANCE

1. Prior to the exercise of any remedy provided for herein, the RECIPIENT shall provide thirty (30) calendar days written notice of default and shall provide the SUBRECIPIENT the opportunity to cure such failure or default within said thirty (30) day period. Upon the failure or inability to cure, the RECIPIENT shall have all rights and remedies provided at law or in equity, including without limitation the following:
 - a. Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT.
 - b. Disallow all or part of the cost of the services not in compliance.
 - c. Wholly or partly suspend or terminate this AGREEMENT.
2. Termination
 - a. The RECIPIENT may suspend or terminate this AGREEMENT if the SUBRECIPIENT:
 - (1) Fails to comply with any applicable rules, regulations or provisions referred to herein, or any other applicable state or federal statutes, rules, regulations, executive orders, federal guidelines, policies or directives;
 - (2) Fails, to timely fulfill its obligations under the AGREEMENT;
 - (3) Improperly or illegally uses funds provided under this AGREEMENT; or
 - (4) Submits reports that are incorrect in any material respect.
 - b. This AGREEMENT may be terminated for convenience by either party upon giving not less than thirty (30) days advance

written notice to the other party. SUBRECIPIENT shall be paid for all work satisfactorily performed prior to the date of termination provided SUBRECIPIENT has otherwise complied with the terms of this AGREEMENT, including the submission of all reports.

K. CLOSE OUT

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

L. AUDIT REQUIREMENTS

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

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

2. Basis for Determining Federal Awards Expended

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

3. Relation to Other Audit Requirements

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

4. Frequency of Audits

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

5. Sanctions

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

6. Subrecipient Responsibilities

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

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

7. Audit Findings Follow-up

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

8. Report Submission

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

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

M. GENERAL CONDITIONS

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

public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a SUBRECIPIENT, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

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

knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.

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

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

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

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

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

Special Conditions: See attachments

A - Scope of Work

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

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

D - Annual Report

E - Disclosure of Lobbying Activities

F - Property Reporting Form

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

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

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

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

Federal resources awarded to the SUBRECIPIENT pursuant to this agreement are from (United States Department of Energy, federal Grant Number DE-EE000241 State Energy Program (SEP)) and Catalog of Federal Domestic Assistance (87.041), United States Department of Energy.

Signed by parties to this AGREEMENT:

FLORIDA DEPARTMENT OF AGRICULTURE SUBRECIPIENT
AND CONSUMER SERVICES

Signature

Signature

Director of Administration

Title

Title

Date

Date



ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Office of Energy

ATTACHMENT A
GRANT AGREEMENT NO. LG004
SCOPE OF WORK

A. PROJECT TITLE: Hancock Park Retrofit

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

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

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

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

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

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

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

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

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

The proposed project consists of the retrofitting of the existing lighting at the west soccer field, 2 tennis courts and 4 softball fields located within Hancock Park. The effort will replace the existing 1500 kW metal halide luminaries with Musco SportsCluster System with Total Light Control – TLC for LED™ technology at the facilities. 58 LED luminaries will be installed at the fields and courts. The total cost for the project is \$314,856. These costs include the retrofitting of the lights with new wiring, harnesses and a smart control on/off system. The total project costs also include project management and grant reporting. The City will provide a cash local share of \$64,846.

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

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

Scope of Work

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

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

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

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

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

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

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

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

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

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

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

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

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

E. PROJECT DESCRIPTION:

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

F. PROJECT MILESTONES/DELIVERABLES/OUTPUTS:

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

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

G. PROJECT BUDGET:

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

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

H. TOTAL BUDGET BY TASK:

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

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

I. BUDGET DETAIL:

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

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

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

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

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

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

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

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

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

Consultant)	Management/Grant Administration								
		\$	*		=	\$			
Sub-Total of Contractual Services Category						\$314,856.00			

7. Indirect Cost (if approved)

Budget Category included in Base of Indirect Cost Calculations	Total Direct Costs for Budget Category	*	Approved Indirect Cost Rate (%) from Scope of Work	=	Total Indirect Cost for Budget Category (\$)	=	Total Indirect Costs for Grant	+	Total Indirect Costs for Match
	\$	*		=	\$	=	\$	+	\$
	\$	*		=	\$	=	\$	+	\$
	\$	*		=	\$	=	\$	+	\$
	\$	*		=	\$	=	\$	+	\$
Sub-Total of Indirect Costs Category					\$	=	\$	+	\$

8. Total Project Budget

Budget Category	Total Costs for Budget Category	=	Total Grant Costs	+	Total Match Costs
Salaries	\$	=	\$	+	\$0
Fringe Benefits	\$0	=	\$0	+	\$0
Travel	\$0	=	\$0	+	\$0
Supplies	\$0	=	\$0	+	\$0
Equipment	\$0	=	\$0	+	\$0
Contractual	\$314,856.00	=	\$250,000.00	+	\$64,856.00
	\$	=	\$	+	\$
Total Project Budget	\$314,856.00	=	\$250,000.00	+	\$64,856.000

J. MEASURES OF SUCCESS:

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

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

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Florida Department of Agriculture and Consumer Services
Office of Energy

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

ADAM H. PUTNAM
COMMISSIONER

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

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

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

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

F. REPORTING

Activities:

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

G. SUBCONTRACTOR LIST

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

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

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

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

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

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

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

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

Signature of Grantee's Representative

Date

EXHIBIT – 1

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

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
DE-EE000-241	United States Department of Energy	87.041	State Energy Program	\$250,000.00	146556-17

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

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

				Total Award	\$250,000.00	
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/catalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.





ADAM H.
PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Office of Energy

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

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

Dated this _____ day of _____, 20_____.

By _____
Authorized Signature/Recipient

Typed Name/Title

Recipient's Firm Name

Street Address

Building, Suite Number

City/State/Zip Code

Area Code/Telephone Number

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

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





ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Office of Energy

**ATTACHMENT D
GRANT AGREEMENT NO. LG004
ANNUAL REPORT**

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

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

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

F. REPORTING

Activities:

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

H. SUBCONTRACTOR LIST

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

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

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

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

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

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

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

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

Signature of Grantee's Representative

Date



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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by the reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.





ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Office of Energy

ATTACHMENT F

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

UNITED STATES DEPARTMENT OF ENERGY AWARDS

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

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

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

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

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





ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Office of Energy

ATTACHMENT G
FEDERAL FUNDING GRANTEE, SUBGRANTEE AND
CONTRACTORS PROVISIONS

PURSUANT TO
UNITED STATES DEPARTMENT OF ENERGY AWARDS

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

1. **Equal Employment Opportunity** - All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
2. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** - All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
3. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)** - When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.
4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)** - Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
5. **Rights to Inventions Made Under a Contract or Agreement** - Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 10 CFR part 600.325, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
6. **Clean Air Act (42 U.S.C. 7401 et seq.), and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended** - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to



Florida Department of Agriculture and Consumer Services
Office of Energy

ATTACHMENT G
FEDERAL FUNDING GRANTEE, SUBGRANTEE AND
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ADAM H. PUTNAM
COMMISSIONER

PURSUANT TO
UNITED STATES DEPARTMENT OF ENERGY AWARDS

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



Florida Department of Agriculture and Consumer Services
Office of Energy

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

**ADAM H. PUTNAM
COMMISSIONER**

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

13. **Comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234)** which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
14. **Compliance with environmental standards which may be prescribed to the following:** (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EP 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplain in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
15. **Compliance with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.)** related to protecting components or potential components of the national wild and scenic rivers system.
16. **Compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.)**
17. **Compliance with P.L. 93-348** regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
18. **Compliance with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.)** pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this Agreement.
19. **Compliance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.)** which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
20. **Compliance with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).**
21. **Assist the Commission in complying with the State Energy Conservation Program as described in the Code of Federal Regulations, Title 10, Parts 420 and 450 and guidance issued by the U.S. Department of Energy and subsequent guidance issued by the U.S. Department of Energy; the Financial Assistance Rules described in Title 10, Part 600, as well as those regulations concerning the use of oil overcharge recovery funds.**
22. **The Commission reserves the right to transfer equipment acquired under this grant as provided in Title 10, Part 600.117. The Recipient can obtain a release of this right upon application containing certain commitments.**
23. **Compliance with the Buy American Act (41 U.S.C. 10a-10c)** By accepting funds under this Agreement, the Grantee agrees to comply with sections 2 through 4 of the Act of March 3, 1933, popularly known as the "Buy American Act." The Grantee should review the provisions of the Act to ensure that expenditures made under this Agreement are in accordance with it. It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement should be American-made.
24. **Preservation of open and competition and government neutrality towards contractors' labor relations on federally funded construction projects**



ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Office of Energy

ATTACHMENT G
FEDERAL FUNDING GRANTEE, SUBGRANTEE AND
CONTRACTORS PROVISIONS

PURSUANT TO
UNITED STATES DEPARTMENT OF ENERGY AWARDS

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



REQUEST FOR INFORMATION

Intent to Utilize the NJPA Contract for Indoor-Outdoor Athletic Surfacing with Related Equipment Products, Supplies, Installation and Services

CONTACT INFORMATION:	RFI No. 1810-004	ISSUED DATE: October 22, 2018
Marilyn Rodriguez Contracts Coordinator EMAIL: mrodriguez@clermontfl.org Phone: (352) 241-7350	NOTICE OF INTENT TO PIGGYBACK A CONTRACT NOTICE END DATE: <u>October 30, 2018 at 2:00 P.M. (EST)</u> DEADLINE FOR WRITTEN QUESTIONS: <u>Not Applicable</u>	

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

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

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

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

1 – PIGGYBACK CONTRACT INFORMATION

(a) Department: Public Works Department

(b) Company Information: Musco Lighting, LLC.

(c) Contract Number and Title: 082114-MSL, Indoor-Outdoor Athletic Surfacing with Related Equipment Products, Supplies, Installation and Services.

(d) Length of Contract: Contract expires September 16, 2019

(e) Product or Service Provided: To provide indoor-outdoor athletic surfacing with related equipment products, supplies, installation and services.

2 – ACTION TO BE TAKEN

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

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

OFFICE OF ENERGY
(850) 617-7470
(850) 617-7471 FAX



THE HOLLAND BUILDING, SUITE B04
600 SOUTH CALHOUN STREET
TALLAHASSEE, FLORIDA 32399-0001

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
COMMISSIONER ADAM H. PUTNAM

June 4, 2018



CERTIFIED MAIL – RETURN RECIEPT REQUESTED

Mr. Darren Gray, City Manager
City of Clermont
685 W. Montrose Street
Clermont, Florida 34711-2119

Re: Florida Small Community Energy Efficient Lighting Grant Program
Application Number: 11

Dear Mr. Gray:

The Florida Department of Agriculture and Consumer Services, Office of Energy (FDACS OOE) received your Florida Small Community Energy Efficient Lighting Grant Program application on February 27, 2018. The Department staff conducted a site visit on May 17, 2018 and has determined that Application Number 11 and supporting documentation has met the qualifying criteria and is eligible for funding.

This letter serves as notification that the Florida Small Community Energy Efficient Lighting Grant Program funds are secured for the City of Clermont in the amount of \$250,000.00. Mr. Alexander Mack will be your designated grant manager for this project. Mr. Mack will contact you to discuss the development of the Subrecipient Agreement.

If you have any questions pertaining to this grant, please contact Alexander Mack at 850-617-7470 or Alexander.Mack@freshfromflorida.com

Sincerely,

Tony Morgan
Deputy Director

ksb/am



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, March 26, 2019		
Agenda Item Name		
Resolution No. 2019-10R		
Requested Action		
Request approval of Resolution No. 2019-10R to amend the FY 2019 Budget.		
Staff Report		
Resolution No. 2019-10R is proposed to amend the FY 2019 Budget. The resolution formally amends the annual budget primarily for FY 2018 carryforwards and council actions since October 2018.		
Additional Analysis		
Fiscal Impact Summary		
Total decrease to fund balance for all funds is \$3,804,639.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Resolution No. 2019-10R - 3-20-19	2019-10R Budget Amendment.pdf	



CITY OF CLERMONT
RESOLUTION NO. 2019-10R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CLERMONT, LAKE COUNTY, FLORIDA, AUTHORIZING BUDGET
AMENDMENTS FOR THE CITY OF CLERMONT FOR FISCAL YEAR
2018-2019**

WHEREAS, it is hereby found and determined by the City Council of the City of Clermont, Lake County, Florida, that the following budget amendments are necessary for the Fiscal Year October 1, 2018 to September 30, 2019:

GENERAL FUND

1. Increase Youth Council (10511-54926) \$ 3,000
To amend the City Clerk Department budget for the estimated costs associated with the Youth Council Legislative Action Day.

2. Increase Regular Salaries (10515-12100) \$ 34,355
Increase Overtime Salaries (10515-12120) \$ 2,822
Increase FICA (10515-12220) \$ 2,801
Increase Defined Contribution Pension (10515-12240) \$ 3,718
Increase Group Insurance (10515-12300) \$ 2,187
Increase Life Insurance (10515-12305) \$ 108
Increase EAP (10515-12315) \$ 20
Decrease Regular Salaries (10529-12100) \$ 34,355
Decrease Overtime Salaries (10529-12120) \$ 2,822
Decrease FICA (10529-12220) \$ 2,801
Decrease Defined Contribution Pension (10529-12240) \$ 3,718
Decrease Group Insurance (10529-12300) \$ 2,187
Decrease Life Insurance (10529-12305) \$ 108
Decrease EAP (10529-12315) \$ 20
To amend the Development Services Department and Fire Department budgets for the transfer of a position from Fire Inspections to Code Enforcement, as approved by the City Manager on December 10, 2018.

3. Increase Regular Salaries (10521- 12100) \$ 58,893
Increase FICA (10521-12220) \$ 4,505
Increase Defined Benefit Pension (10521-12245) \$ 12,173
To amend the Police Department budget for the pay increases included in the Police Officers Collective Bargaining Agreement approved by the City Council on October 23, 2018.



CITY OF CLERMONT
RESOLUTION NO. 2019-10R

- | | | |
|--|----|---------|
| 4. Increase Repair & Maintenance – County Radio (10521-54608-21026) | \$ | 100 |
| Increase Repair & Maintenance - Equipment (10521-54614-21026) | \$ | 300 |
| Increase Uniforms (10521-55203-21026) | \$ | 3,000 |
| Increase Software Rentals/Support (10521-55219-21026) | \$ | 410 |
| Increase Training (10521-55401-21026) | \$ | 300 |
| To amend the Police Department budget for the carryforward of unexpended Mobile Crisis Unit funds from FY 2018. | | |
| | | |
| 5. Increase Postage & Freight (10521-54200) | \$ | 3,000 |
| To amend the Police Department budget from Seizures to cover costs associated with the Adopt-A-Soldier Program. | | |
| | | |
| 6. Increase Capital Equipment (10521-66401) | \$ | 7,000 |
| To amend the Police Department budget for the purchase of shoulder microphones for the new radios purchased through the Lake County contract. | | |
| | | |
| 7. Increase Professional Services - General (10522-53100) | \$ | 10,000 |
| To amend the Fire Department budget for promotional costs associated with the Lieutenant testing process. | | |
| | | |
| 8. Increase Repair & Maintenance – Vehicles (10522-54601) | \$ | 15,862 |
| To amend the Fire Department budget for the cost of painting the Reserve Ladder Truck and replacing headsets in E-101, L-102, and RL-102 trucks. | | |
| | | |
| 9. Increase Capital Outlay – Other Improvements (10542-66300-72126) | \$ | 309,847 |
| Increase Federal Grants (10331-33129-72126) | \$ | 250,000 |
| To amend the Public Works Department budget for the installation of LED lighting at Hancock Park and a Grant from the Florida Small Community Energy Efficient Lighting Grant Program. | | |
| | | |
| 10. Increase Regular Salaries (10560-12100) | \$ | 37,997 |
| Increase Overtime Salaries (10560-12120) | \$ | 250 |
| Increase FICA (10560-12220) | \$ | 2,926 |
| Increase Group Insurance (10560-12300) | \$ | 608 |
| Increase Life Insurance (10560-12305) | \$ | 120 |
| Increase EAP (10560-12315) | \$ | 24 |
| To amend the Human Resources Department budget for a new Wellness Coordinator position approved by the City Manager on June 26, 2018. | | |



CITY OF CLERMONT
RESOLUTION NO. 2019-10R

11. Increase Regular Salaries (10565-12100)	\$	15,324
Increase Overtime Salaries (10565-12120)	\$	250
Increase FICA (10565-12220)	\$	1,191
Increase Group Insurance (10565-12300)	\$	304
Increase Life Insurance (10565-12305)	\$	48
Increase EAP (10565-12315)	\$	12

To amend the Purchasing Department budget for a new Administrative Assistant position as approved by the City Manager on November 20, 2018.

12. Decrease Fund Balance (10599-59900)	\$	237,444
Total General Fund adjustments.		

INFRASTRUCTURE SALES TAX FUND

1. Decrease Capital Outlay – Other Improvements (12522-66300)	\$	21,493
To amend the Fire Department budget to correct a FY 2018 budget carryforward for automated bay door improvements approved by the City Council on December 11, 2018.		
2. Increase Fund Balance (12599-59900)	\$	21,493
Total Infrastructure Sales Tax Fund adjustments.		

CEMETERY FUND

1. Increase Other Current Charges (13542-54900)	\$	6,419
To amend the Public Works Department budget for the purchase of three cemetery headstones, as approved by the City Manager.		
2. Decrease Fund Balance (13599-59900)	\$	6,419
Total Cemetery Fund adjustments.		

RECREATION IMPACT FEE FUND

1. Increase Capital Outlay – Rowing Facility (14549-66301-72117)	\$	167,644
To amend the Public Works Department budget for the construction of a sea wall, dock and boat launch at the Rowing Boathouse, as approved by the City Council on January 22, 2019.		
2. Decrease Fund Balance (14599-59900)	\$	167,644
Total Recreation Impact Fund adjustments.		



CITY OF CLERMONT
RESOLUTION NO. 2019-10R

POLICE IMPACT FEE FUND

- | | | |
|--|----|--------|
| 1. Increase Minor Equipment (15521-55204-21026) | \$ | 3,420 |
| Increase Capital Outlay – Vehicles (15521-66400-21026) | \$ | 42,000 |
| Increase Capital Outlay – Equipment (15521-66401-21026) | \$ | 3,750 |
| To amend the Police Department budget for the carryforward
of unexpended Mobile Crisis Unit funds from FY 2018. | | |
| | | |
| 2. Decrease Fund Balance (15599-59900) | \$ | 49,170 |
| Total Police Impact Fund adjustments. | | |

CAPITAL PROJECT FUND

- | | | |
|---|----|-----------|
| 1. Increase Capital Outlay – DTWR (32559-66300-95113) | \$ | 2,741,947 |
| Decrease Capital Outlay – Public WIFI (32559-66408-95114) | \$ | 400,000 |
| To amend the Economic Development budget for the carryforward of
unexpended Master Plan projects from FY 2018. | | |
| | | |
| 2. Decrease Fund Balance (32599-59900) | \$ | 2,341,947 |
| Total Capital Project Fund adjustments. | | |

WATER FUND

- | | | |
|---|----|---------|
| 1. Increase Capital Outlay – (41533-66323) | \$ | 400,000 |
| To amend the Environmental Services Department budget to correct the
funding source for upsizing a reclaimed water pipe. | | |
| | | |
| 2. Increase Capital Outlay – CDBG (41533-66307-38123) | \$ | 955,400 |
| Increase Capital Outlay – Professional Svcs. - CDBG (41533-66900-38123) | \$ | 126,550 |
| Increase Federal Grants – CDBG (41331-33131-38123) | \$ | 541,037 |
| To amend the Environmental Services Department budget for the CDBG grant
and related project, as approved by the City Council on March 12, 2019. | | |
| | | |
| 3. Decrease Fund Balance (41599-59900) | \$ | 940,913 |
| Total Water Fund adjustments. | | |

SEWER FUND

- | | | |
|---|----|---------|
| 1. Decrease Capital Outlay – (42535-66323) | \$ | 400,000 |
| To amend the Environmental Services Department budget to correct the
funding source for upsizing a reclaimed water pipe. | | |



CITY OF CLERMONT
RESOLUTION NO. 2019-10R

- | | | |
|--|----|---------|
| 2. Increase Fund Balance (42599-59900) | \$ | 400,000 |
| Total Sewer Fund adjustments. | | |

STORMWATER FUND

- | | | |
|--|----|---------|
| 1. Increase Capital Outlay – CDBG (45538-66306-38123) | \$ | 369,000 |
| Increase Capital Outlay – Professional Srvcs. CDBG (45338-66900-38123) | \$ | 49,100 |
| Increase Federal Grants – CDBG (45331-33139-38123) | \$ | 208,963 |
| To amend the Environmental Services Department budget for the CDBG and related project, as approved by the City Council on March 12, 2019. | | |
| | | |
| 2. Decrease Fund Balance (45599-59900) | \$ | 209,137 |
| Total Stormwater Fund adjustments. | | |

SANITATION FUND

- | | | |
|--|----|---------|
| 1. Increase Capital Outlay - Vehicle (49534-66400) | \$ | 265,458 |
| To amend the Environmental Services Department budget for the purchase of a replacement garbage truck, as approved by the City Council on February 26, 2019. | | |
| | | |
| 2. Decrease Fund Balance (49599-59900) | \$ | 265,458 |
| Total Sanitation Fund adjustments. | | |

CRA FUND

- | | | |
|--|----|-----------|
| 1. Increase Rentals – Land (60552-54404) | \$ | 8,000 |
| To amend the Economic Development Department budget for leasing the de Hoyos property for parking in the downtown area as approved by the City Council on January 8, 2019. | | |
| | | |
| 2. Decrease Fund Balance (60599-59900) | \$ | 8,000 |
| Total CRA Fund adjustments. | | |
| | | |
| Net Decrease to Fund Balance – All Funds | \$ | 3,804,639 |

NOW, THEREFORE, BE IT RESOLVED, that the above said budget amendments of the City of Clermont for the Fiscal Year 2018-2019 are hereby adopted.



CITY OF CLERMONT
RESOLUTION NO. 2019-10R

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, 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



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, March 26, 2019		
Agenda Item Name		
Revised Mitigation Credit Purchase Agreement		
Requested Action		
Request Approval of Revised Mitigation Credit Purchase Agreement with Hammock Lake Mitigation Bank, LLC in the budgeted amount of \$70,000 for the Clermont Boat Ramp at Bell Ceramics.		
Staff Report		
In 2015 the Clermont City Council approved a master plan that will serve as the blueprint for the city—especially the downtown-waterfront district—for the next 5, 10 and 20 years. As part of the Victory Pointe project, the existing boat ramp is to be relocated to the southern bank of Lake Minneola known as the Bell Ceramics site. This location will shift motorized watercraft to many non-motorized events at the Rowing & Sailing facility and Victory Pointe. As part of the project construction and in accordance with the Florida Department of Environmental Protection Permit, the City will be required to purchase credits for mitigation for 0.50 credits. The FDEP had originally required the purchase of 0.27 credits for \$37,800 but revised the requirement after modifications to the ramp design. Staff recommends approval of Mitigation Credit Purchase Agreement with Hammock Lake Mitigation Bank, LLC in the budgeted amount of \$70,000 for the Clermont Boat Ramp at Bell Ceramics.		
Additional Analysis		
Fiscal Impact Summary		
The purchase agreement is included in the amount budgeted for the Boat Ramp Relocation project in the current year approved budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. New Clermont Public Boat Ramp.Hammock Lake Mitigation Bank Agreement	New Clermont Public Boat Ramp.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 **New Clermont Boat Ramp** (hereinafter "Project"), FDEP Application Number" 0371849-001-EI and USACOE Number: SAJ-2019-00104-CSH;

WHEREAS, as part of the environmental permitting process for the Project involving the Florida Department of Environmental Protection (hereinafter "FDEP") and USACOE, it is anticipated that FDEP and USACOE 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 0.5 (five-tenths) herbaceous state and federal 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 Seventy Thousand U.S. Dollars (\$70,000.00) 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 26, 2019	
Agenda Item Name	
Resolution No. 2019-01R <i>South Lake Medical Arts, Pad O</i> <i>Table to April 23, 2019</i>	
Requested Action	
Recommend denial of Resolution No. 2019-01R	
Staff Report	
The applicant, South Lake Medical Arts Center, is requesting to amend a Conditional Use Permit (Resolution No 2016-42) to allow for an increase to the professional office total square footage. The property is approximately 12+/- acres and is located at the southwest corner of Oakley Seaver and Citrus Tower Blvd. The current zoning is R-3 Residential/Professional District. The existing Conditional Use Permit was approved to allow up to 50,300 s.f. of professional offices, and 144 multifamily units and a parking structure, currently under construction. The applicant is again requesting to amend the Conditional Use Permit to allow for an increase to the professional office from 50, 300 square feet up to 53,000 square feet. The applicant would like to construct a 5,000 square foot building on Pad O, the final building pad of the master development plan.  A Conditional Use Permit (Resolution No. 1485) was approved in 2006, to allow for an 116,000 square foot office complex with a parking structure. The project was never fully developed. In 2016, the CUP (Resolution No 2016-42) was amended to allow up to 144 multifamily units with a parking structure and up to 50,300 square feet of professional office space, the site currently has 47,717 square feet of professional office space built, which leaves approximately 2,583 square feet available for the last vacant building pad (Pad O), before the site maximum is reached. The applicant is requesting an increase to the professional office square feet to allow for construction of a 5,000 square foot office building. The proposed building will increase total professional office to approximately 53,000 square feet. When evaluating a request for a Conditional Use Permit, Section 86-144 of the Land Development Code requires specific development standards and provisions are met, Staff has reviewed the CUP application as submitted and	

finds the proposed use does not meet the general criteria. The site as proposed does not have sufficient parking to accommodate the proposed increase to the professional office square footage. The Land Development Code Section 98-14 requires 265 parking spaces to accommodate 53,000 square feet of professional office, the site as designed will only provide 254 parking spaces, therefore creating a deficit of 11 parking spaces. The applicant has signed an agreement with Lake County Government, that provides 22 reserved and designated parking spaces for one of the office buildings. The reserved spaces cannot be included in the shared parking plan, because the spaces are reserved and not available for public parking by the other tenants in the office center. The applicant is also requesting a variance for a parking deficient of 11 spaces. This request may create a hardship and insufficient parking for the overall professional office development. Therefore, Staff recommends denial of the request to amend the Conditional Use Permit with (Resolution No. 2019-01R).

The Planning and Zoning Commission at their meeting held on February 5, 2019, voted 4-1 to recommend denial of Resolution No. 2019-01R.

Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Continuance Letter to April 23	Continuance Letter to April 23.pdf	
2. 2019-01R 881 Oakley Seaver Drive CUP	2019-01R 881 Oakley Seaver Drive CUP.pdf	
3. Revised Ad Copy City of Clermont	Revised Ad Copy City of Clermont.pdf	



Crawford, Modica & Holt
CHARTERED ATTORNEYS AT LAW

CMH LAWYERS

JIMMY D. CRAWFORD
PARTNER

STEPHANIE M. MODICA
PARTNER

LINDSAY C.T. HOLT
PARTNER

March 14, 2019

Curt Henschel, Development Services Director
City of Clermont, Florida
685 West Montrose Street
Clermont, Florida 34711

Re: South Lake Medical Arts Center; Belgian Capital Funding, LLC

Dear Mr. Henschel:

As you are aware, our office applied for a Conditional Use Permit (CUP) amendment on behalf of South Lake Medical Arts Center (the "Center") to increase the overall development area allowed from 50,300 square feet to 53,000 square feet. The CUP amendment was accompanied by a Variance application regarding the number of parking spaces associated with the Center.

After careful review of the information submitted and discussions with City staff, an error in the parking calculations has been identified and as a result, a parking variance is no longer necessary. Please find the revised parking calculations enclosed. Furthermore, the initial CUP amendment request is based on Pad "O" building a 5,000 square foot building. The Center would like to amend this request to be consistent with the concept plan that shows the building to be 4,810 square feet. Therefore, the revised request is to increase the overall development area allowed from 50,300 square feet to 52,527 square feet.

Finally, we understand the CUP Amendment and Variance requests are currently on the March 26, 2019 City Council agenda. In order to give staff enough time to review the revised material provided, we respectfully request a postponement to the April 23, 2019 City Council agenda.

We appreciate the City's cooperation and assistance. If you have any questions or concerns, please do not hesitate to contact our office.

Sincerely,

CRAWFORD, MODICA & HOLT
CHARTERED ATTORNEYS AT LAW

JIMMY D. CRAWFORD, ESQUIRE

Enclosure

<u>Building</u>	<u>Building size at conceptual plan (in square feet)</u>	<u>Required number of spaces at time of concept plan</u>	<u>Number of parking spaces actually provided at build out</u>	<u>Actual Building size (in square feet)</u>	<u>Required number of spaces required</u>
A-B	5,762	29	29	5,944	30
C	2,363	12	15	2,524	13
D	2,850	14	14	2,988	15
E	2,850	14	14	2,988	15
F-G	residential	223	243	UNDER CONSTRUCTION	243-223
H	2,850	14	14	2,988	15
I	2,850	14	14	2,988	15
J	2,845	14	14	3,025	15
K	4,810	24	24	5,016	25
L	4,810	24	24	5,247	26
M	5,790	29	29	5,968	30
N	4,810	24	24	5,016	25
O	4,810	24	24	vacant (\$5,000 4,810 proposed)	25 24
P	2,845	14	24	3,025	15
Total:	50,245	474	496	52,747 52,527	507 486



CITY OF CLERMONT
RESOLUTION NO. 2019-01R

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.

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida at a meeting held February 5, 2019 recommended denial of this Conditional Use Permit to allow for an increase to the total square footage for the professional office space, at the following location:

LOCATION:

Southwest corner of Oakley Seaver Drive and Citrus Tower Boulevard
Alternate Key 3877287

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

WHEREAS, the applicant has requested to amend the approved Conditional Use Permit (Resolution No. 2016-42) to allow up to 53,000 square feet of professional office space, and

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

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

This application for an amendment to a Conditional Use Permit (Resolution 2016-42) to allow up to a maximum 53,000 square feet of professional office space; be granted subject to the following conditions:

SECTION 1. General Conditions

1. This Resolution shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor in title or interest, and shall be subject to each and every condition herein set out.
2. The property shall be developed in substantial accordance with the Conceptual Site Plan as prepared by the Applicant's Engineer. Construction plans incorporating all conditions of this permit shall be submitted for review and approval by City staff prior to authorization and issuance of a development permit. The conceptual plan submitted with the Conditional Use Permit application is not an approved site plan.



CITY OF CLERMONT
RESOLUTION NO. 2019-01R

3. Upon approval of the Resolution, the aforementioned property shall only be used for the purposes described herein. No further expansion of the use or additions to this project shall be permitted except as approved by another Conditional Use Permit. Any other proposed use shall be specifically authorized by amendment and approval of the City of Clermont City Council.
4. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.
5. Prior to the issuance of any permits, the applicant shall be required to submit formal site plans for review and approval by the City of Clermont Site Review Committee. The site plans shall meet all submittal requirements and comply with the conditions of this Resolution, applicable City Codes, Regulations, Ordinances, and provide compliance with the adopted City Comprehensive Plan, as amended.
6. No business can occupy any portion of the building unless the proposed business has applied for and obtained a Local Business Tax Receipt from the Development Services Department.
7. The Conditional Use Permit must be executed and processed through the office of the City Clerk within 90 days of its date of grant by the City Council or the permit shall become null and void.
8. The Applicant shall record in the Public Records of Lake County within 90 days of its date of approval by the City Council, a short-form version of this Conditional Use Permit as provided by the City or a form acceptable to the City, to provide notice to all interested parties, the assigns, successors and heirs of the developer/applicant and all future owners of the above-referenced property that the real property described above is subject to the terms and conditions of the Conditional Use Permit.
9. The structure shall be inspected by the Fire Marshal for life safety requirements. All requirements must be met prior to any Certificate of Occupancy being issued.
10. The structure shall be inspected by the City Building Inspector and all building code violations must be corrected prior to a Certificate of Occupancy being issued.
11. If any of the stated conditions are violated, the applicant understands and agrees that the City Council may revoke this Conditional Use Permit by resolution.
12. This permit shall become null and void if substantial work has not begun within two (2) years of the date of issuance of this Conditional Use Permit.



CITY OF CLERMONT
RESOLUTION NO. 2019-01R

SECTION 2. Land Use

1. The proposed development may contain up to 53,000 square feet of professional office space, and up to 144 multi-family units and a parking structure.
2. The allowable uses shall be those uses indicated within the R-3 Residential/Office zoning district of the City of Clermont Land Development Regulations.

SECTION 3. Transportation Improvements

1. Sidewalks shall be required along all public road frontages in accordance with adopted Florida Department of Transportation and City Codes.
2. Turn lanes shall also be provided based on staff Site Review Committee.
3. Prior to construction and development of the complex, the permittee/developer shall provide a traffic analysis which identifies the development's impact on the City's transportation system.

SECTION 4. Excavation and Grading/Operation Plans

1. The applicant shall submit a detailed excavation, grading and erosion control plan for the entire site during the site plan review process which must be approved by the City Site Review Committee prior to initiation of development activity.
2. The permittee/developers shall provide ground cover on all out parcel and disturbed areas, where construction is not immediately intended. Said plan shall be provided in accordance with an approved ground cover plan acceptable to the City in accordance with the Best Management Practices (BMP) of the United States Department of Agriculture Soil Conservation Service.
3. A dust abatement plan shall be submitted to the City detailing measures to be taken in eliminating the migration of dust particles from the site.

SECTION 5. Utilities

The applicant shall submit a detailed utility plan for the entire site during the site plan review process which must be approved by the City Site Review Committee prior to initiation of development activity.

SECTION 6. Site Improvements/Landscaping

Onsite landscaping and perimeter landscaping shall be planted in excess of code, to be determined by staff at Site Review Committee.



CITY OF CLERMONT
RESOLUTION NO. 2019-01R

SECTION 7. Architectural Design Standards

Architectural finish and building plans for the development shall be submitted and approved by the Site Review Committee prior to any development activity to ensure aesthetic and public safety considerations are properly addressed.

The following design standards shall apply to all development on the site and shall apply until such time as citywide architectural design standards are adopted unless otherwise approved by the City of Clermont Site Review Committee.

Facades and Exterior Walls:

1. Ground floor facades that face public streets shall have arcades, display windows, entry areas, awnings or other such features along no less than sixty (60) percent of their horizontal length.
2. Facades greater than one hundred (100) feet in length, measured horizontally, shall incorporate wall plane projections or recesses having a depth of at least three (3) feet. No uninterrupted length of any facade shall exceed one hundred (100) horizontal feet, except the parking structure.

Roofs:

1. Parapet walls or other design features shall be used to conceal flat roofs and rooftop equipment such as HVAC units from public view from all sides of the building. Parapet walls or other design features shall be constructed at a height of at least one (1) inch above the tallest roof top unit. A metal or other enclosure for roof top equipment does not constitute screening from public view. The average height of such parapets shall not exceed fifteen (15) percent of the height of the supporting wall and such parapets shall not at any point exceed one-third of the height of the supporting wall.
2. No uninterrupted length of any roofline or parapet wall shall exceed one hundred (100) horizontal feet.

Materials and Colors:

1. The predominant exterior finish shall be of high quality materials, including, but not limited to, brick, stone, stucco and textured concrete masonry units. The finished surface of the exterior walls shall not include smooth-faced concrete block, tilt-up concrete panels or prefabricated steel panels.
2. Facade colors shall be low reflective, subtle, neutral or earth tone colors. The use of high-intensity colors, metallic colors, black or fluorescent colors shall be prohibited.



CITY OF CLERMONT
RESOLUTION NO. 2019-01R

3. Building trim and accent areas shall be limited to one primary color. The use of a primary color in the building trim is limited to a one (1) foot wide band around the building. Neon tubing shall not be an acceptable feature for building trim or accent areas.

Entryways:

The main entryway shall feature no less than three (3) of the following:

1. canopies or porticos;
2. overhangs;
3. recesses/projections;
4. arcades;
5. peaked roof forms;
6. arches;
7. architectural details such as tile work and moldings which are integrated into the building structure and design;
8. integral planters or wing walls that incorporate landscaped areas and/or places for sitting.

Signage:

Neon tubing shall not be used in building signage. The letters in the signage shall be a primary color.

Lighting:

Light poles shall not be painted in primary colors and they shall be no greater than 25 feet in height.

Miscellaneous:

1. Mobile storage systems; metal shipping containers and trailers, shall be prohibited.
2. Chain link fencing shall be prohibited. Fencing around water retention areas and all other fencing shall be ornamental metal fencing.

SECTION 8. Site Specific Conditions

1. Applicant shall install a fence of black aluminum along the western and southern divides between the Lofts and the existing South Lake Medical Arts Center (“SLMAC”).
2. The fence will be a minimum of five feet (5') in height and will be landscaped on the Lofts side with bougainvillea plants with no more than five feet (5') space between plants. The Applicant shall be responsible for maintenance of the bougainvillea plants.
3. Applicant will install a temporary windscreen/silt fence to protect the South Lake Medical Arts Center property from debris;



CITY OF CLERMONT
RESOLUTION NO. 2019-01R

4. Applicant will take commercially reasonable actions to limit the noise and waste from construction during regular business hours. Applicant will operate the Lofts as a "first class" or "Class A" facility with rents consistent with similar Class A apartment facilities at all times, and that the Loft building, parking areas and grounds are secured at all times;
5. Applicant will install and maintain operational security cameras outside of the Loft buildings at all times;
6. Applicant will ensure that the Lofts have gated access through Oakley Seaver entrance;
7. Applicant will comply with City waste requirements at all time, with no variances except to provide trash compactors. If trash compactors are approved by the City as a variance, the trash compactors must be functional at all times;
8. Applicant will maintain the Lofts in good condition with no dead landscaping, chipped or peeling paint, or broken windows;
9. Applicant will not permit Loft residents to leave furniture or other large waste outside of the building for more than one (1) day;
10. The decorative fire gate will be present and functional at all times. Loft residents will not have a clicker or other access through the fire gate.
11. On or before the expiration of sixty (60) days after the issuance of the final certificate of occupancy or equivalent final permit for the multi-family residential project, the applicant shall reseal and restripe the existing parking and drive areas in South Lake Medical Arts Center. The resealing and restriping of the parking and drive areas shall be in accordance with professional standards as required to maintain the appearance and functionality of the parking and drive areas based on the age and condition of the parking and drive areas.
12. In the event that parking at this site proves inadequate the City reserves the right to open the CUP for further review and additional conditions which may include additional parking requirements or revocation of the Conditional Use Permit.



CITY OF CLERMONT
RESOLUTION NO. 2019-01R

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 26th day of February, 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

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: 10084535
Phone: (352) 241-7331
Date: 01/28/19
Ad Taker: Joanne French

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE Notice is hereby given that the City of Clermont will consider a l	01/29/2019	02/19/2019	\$170.60

LEGAL NOTICE

Notice is hereby given that the City of Clermont will consider a request for amendment to a Conditional Use Permit (Resolution No. 2016-42) to allow for an increase of the total square foot permitted for the professional office, at the following location:

Ad No: 10084535
January 29, 2019 &
February 19, 2019

LOCATION

Southwest corner of Oakley Seaver Drive and Citrus Tower Boulevard (AK 3877287)

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

This request will be considered by the Planning & Zoning Commission on Tuesday, February 5, 2019 at 6:30pm.

A public meeting to consider the request will be held before the City Council on Tuesday, February 26, 2019 at 6:30pm.

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

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

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

Tracy Ackroyd Howe, MMC
City Clerk

Payment Info	
Ad Price	\$170.60
Tax	\$0.00
Sub Total	\$170.60
Prepaid Amount	\$0.00
Balance Due	\$170.60



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, March 26, 2019		
Agenda Item Name		
Variance Request <i>South Lake Medical Arts, Pad O</i> <i>Table to April 23, 2019</i>		
Requested Action		
Recommend denial of requested variance.		
Staff Report		
The applicant, South Lake Medical Arts, is requesting a variance to the Land Development Code, (1) To allow for a reduction of eleven (11) parking spaces instead of the number as required by the Land Development Code, Section 98-14 – Minimum Parking Spaces. The variance request is being heard concurrently with a request to amend a Conditional Use Permit (Resolution No 2016-42) to allow for an increase to the total professional office square footage. The property is approximately 12 +/- acres and the zoning is R-3 Residential/Professional District. The subject parcel is located at the southwest corner of Oakley Seaver Drive and Citrus Tower Boulevard. The variance request to the parking requirements is for Pad O, the final building pad in an existing professional office center. The applicant would like to construct a 5,000 square foot building which will increase the maximum allowed professional office square footage from 50,300 up to 53,000 s.f. The requested increase to the total square footage requires additional parking for compliance to the Land Development Code, Section 98.14, the code requires 1 space per 200/53,000 square foot, the current site conditions provide 254 spaces and the requested increase will require 265 spaces, therefore creating an 11 space parking deficient for the professional office center. The applicant signed an agreement with Lake County Government that requires 22 designated and reserved parking spaces for one of the office tenants. Although the Center provides shared parking for the buildings, the 22 designated and reserved spaces cannot be included in the shared parking plan because the spaces are not available for public use by the other buildings. Therefore, creating insufficient parking for the overall commercial center. Section 86-174 of the Land Development Code requires a positive finding on review criteria and findings, in order to grant a variance, staff has reviewed the application as submitted and finds it does not meet a positive finding. Therefore, staff recommends denial of the variance request to the Clermont Land Development Code.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)	
1. Continuance Letter to April 23	Continuance Letter to April 23.pdf
2. Variance Legal AD	Variance Legal AD.pdf



Crawford, Modica & Holt
CHARTERED ATTORNEYS AT LAW

CMH LAWYERS

JIMMY D. CRAWFORD
PARTNER

STEPHANIE M. MODICA
PARTNER

LINDSAY C.T. HOLT
PARTNER

March 14, 2019

Curt Henschel, Development Services Director
City of Clermont, Florida
685 West Montrose Street
Clermont, Florida 34711

Re: South Lake Medical Arts Center; Belgian Capital Funding, LLC

Dear Mr. Henschel:

As you are aware, our office applied for a Conditional Use Permit (CUP) amendment on behalf of South Lake Medical Arts Center (the "Center") to increase the overall development area allowed from 50,300 square feet to 53,000 square feet. The CUP amendment was accompanied by a Variance application regarding the number of parking spaces associated with the Center.

After careful review of the information submitted and discussions with City staff, an error in the parking calculations has been identified and as a result, a parking variance is no longer necessary. Please find the revised parking calculations enclosed. Furthermore, the initial CUP amendment request is based on Pad "O" building a 5,000 square foot building. The Center would like to amend this request to be consistent with the concept plan that shows the building to be 4,810 square feet. Therefore, the revised request is to increase the overall development area allowed from 50,300 square feet to 52,527 square feet.

Finally, we understand the CUP Amendment and Variance requests are currently on the March 26, 2019 City Council agenda. In order to give staff enough time to review the revised material provided, we respectfully request a postponement to the April 23, 2019 City Council agenda.

We appreciate the City's cooperation and assistance. If you have any questions or concerns, please do not hesitate to contact our office.

Sincerely,

CRAWFORD, MODICA & HOLT
CHARTERED ATTORNEYS AT LAW

JIMMY D. CRAWFORD, ESQUIRE

Enclosure

<u>Building</u>	<u>Building size at conceptual plan (in square feet)</u>	<u>Required number of spaces at time of concept plan</u>	<u>Number of parking spaces actually provided at build out</u>	<u>Actual Building size (in square feet)</u>	<u>Required number of spaces required</u>
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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: 10085212
Phone: (352) 241-7331
Date: 02/18/19
Ad Taker: Joanne French

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE Notice is hereby given that the Clermont City Council will con	02/19/2019	02/19/2019	\$101.63

LEGAL NOTICE

Notice is hereby given that the Clermont City Council will consider a request for the following variance: (1) To allow for a reduction of the minimum number of parking spaces as required by the Land Development Code, Section 98-14, at the following location:

LOCATION:

South Lake Medical Arts Center
Southwest Corner of Oakley Seaver
Drive and Citrus Tower Blvd
(Alternate Key: 3877287)

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, February 26, 2019 at 6:30 P.M. in the Clermont City Hall located at 685 West Montrose Street.

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

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

Tracy Ackroyd Howe, MMC
City Clerk

Ad No: 10085212
February 19, 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 26, 2019

Agenda Item Name

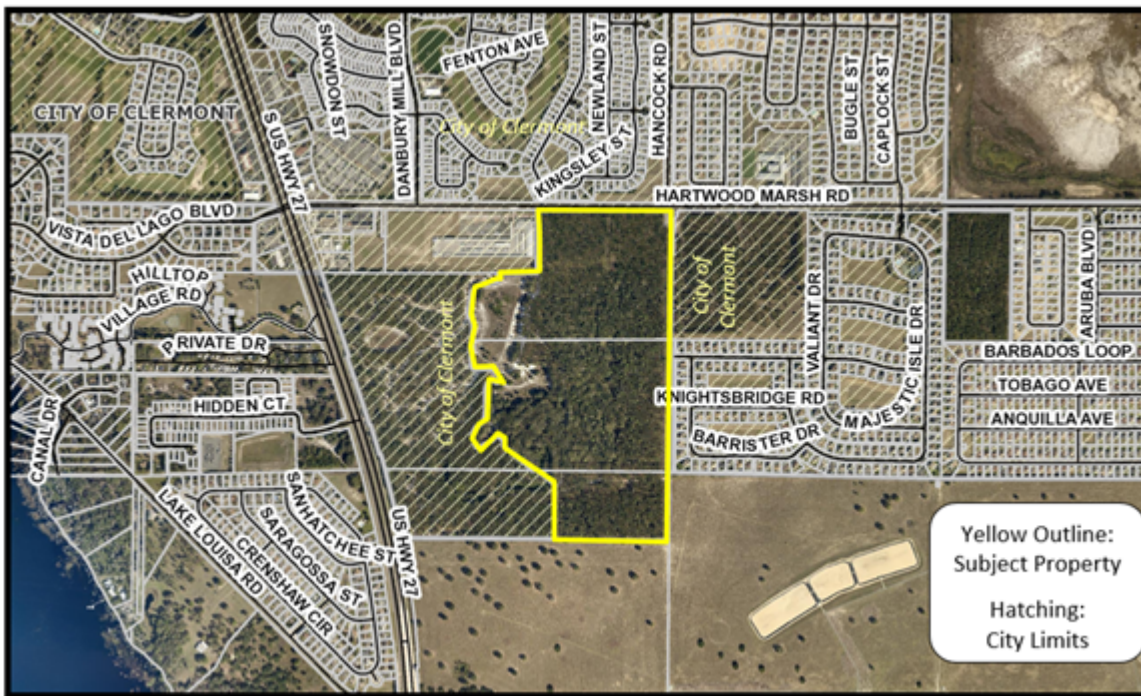
Ordinance No. 2019-07 *Final*
Fuqua Annexation

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 |
| 2. | Fuqua Maps | Fuqua Maps.pdf |
| 3. | location map | location map.pdf |
| 4. | Annexation App | Annexation App.pdf |
| 5. | Fuqua ANN legal ad proof | Fuqua ANN legal ad proof.pdf |



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 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 - Fuqua Property

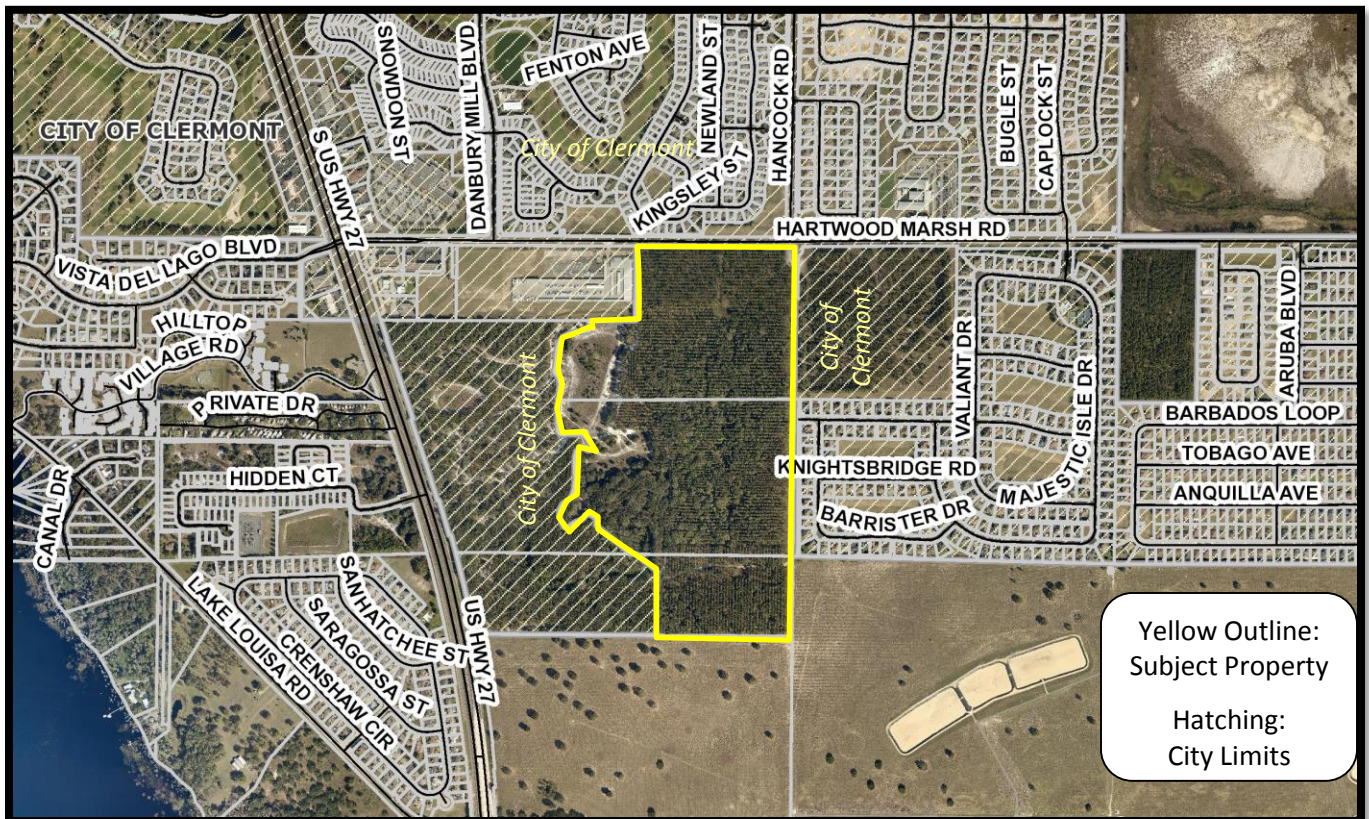
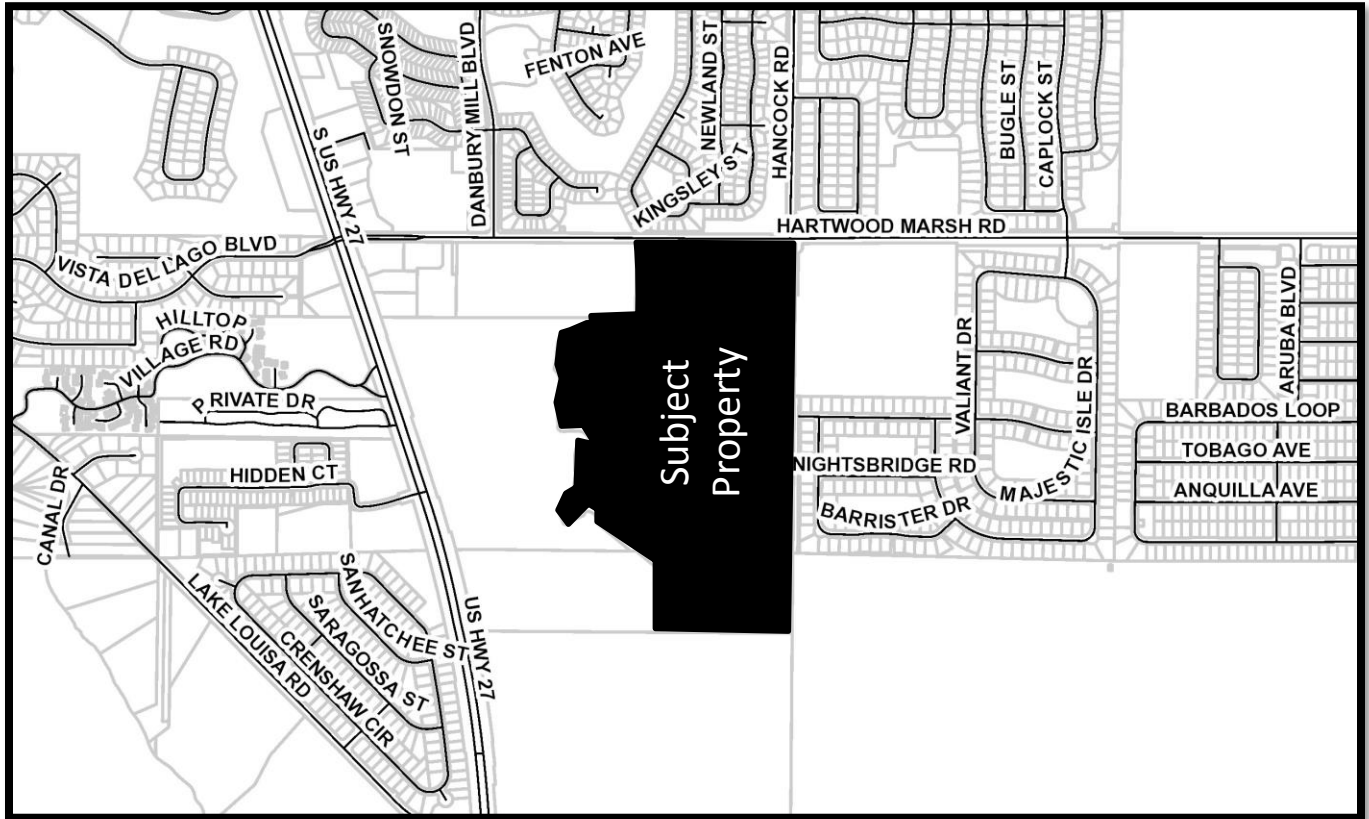


Exhibit – Future Land Use Map – Fuqua Property

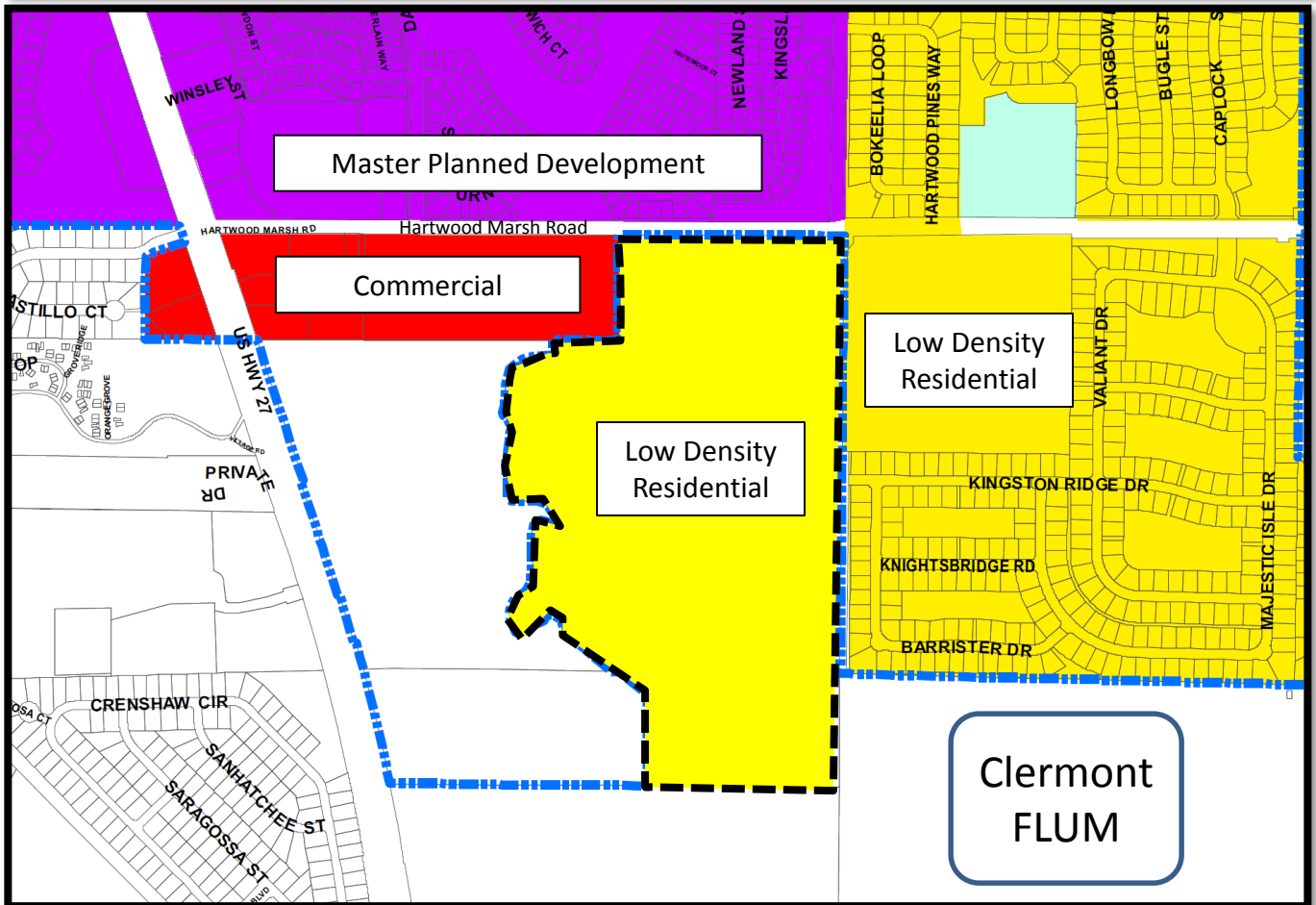
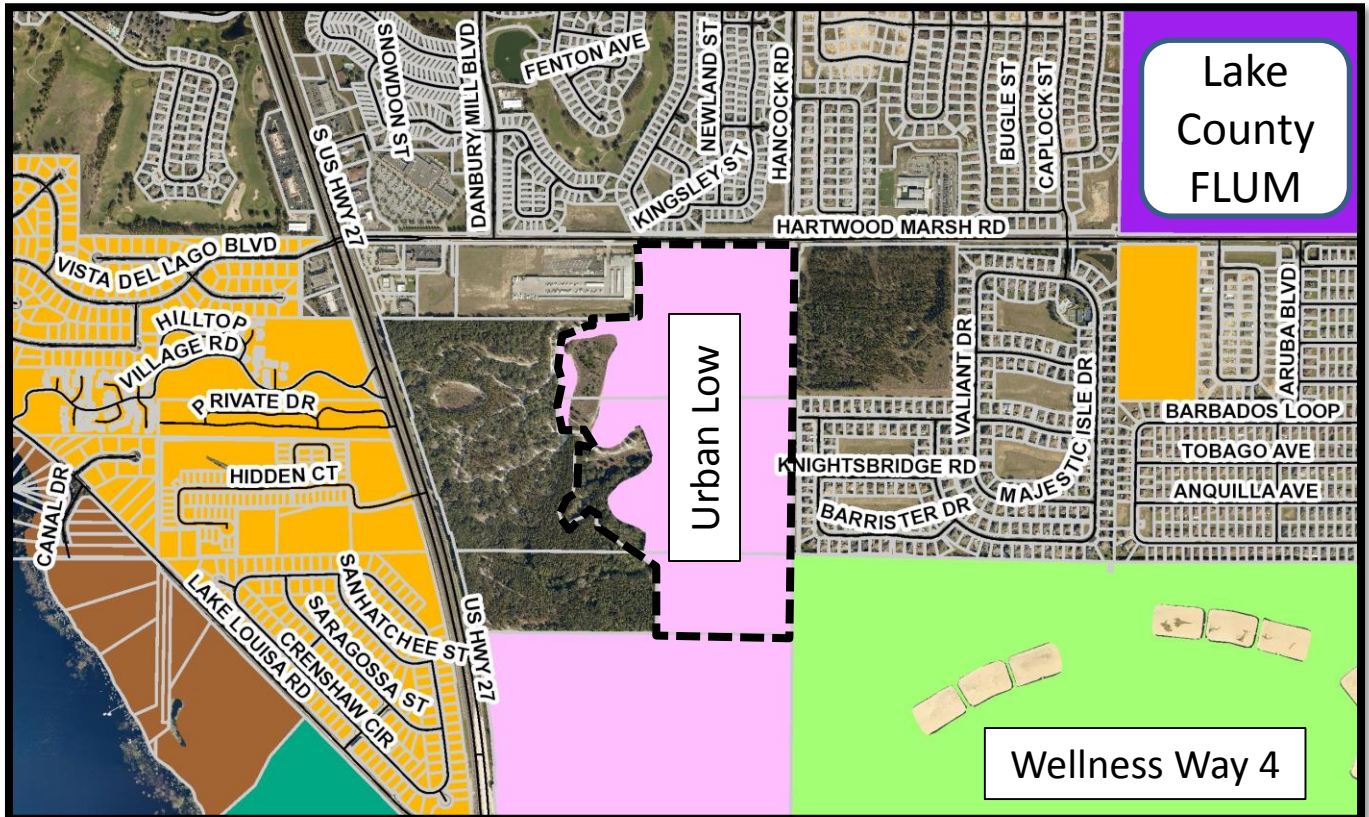
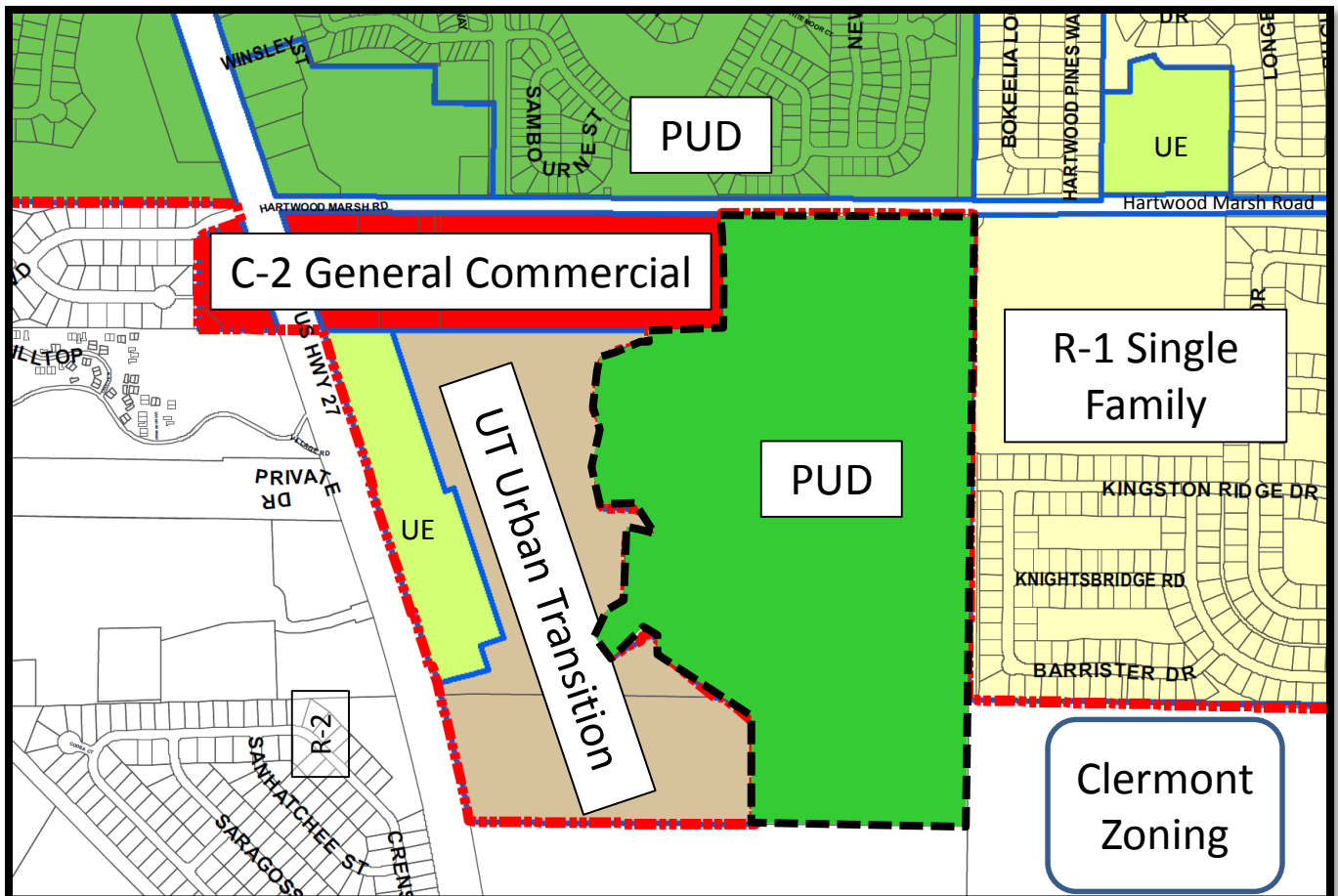
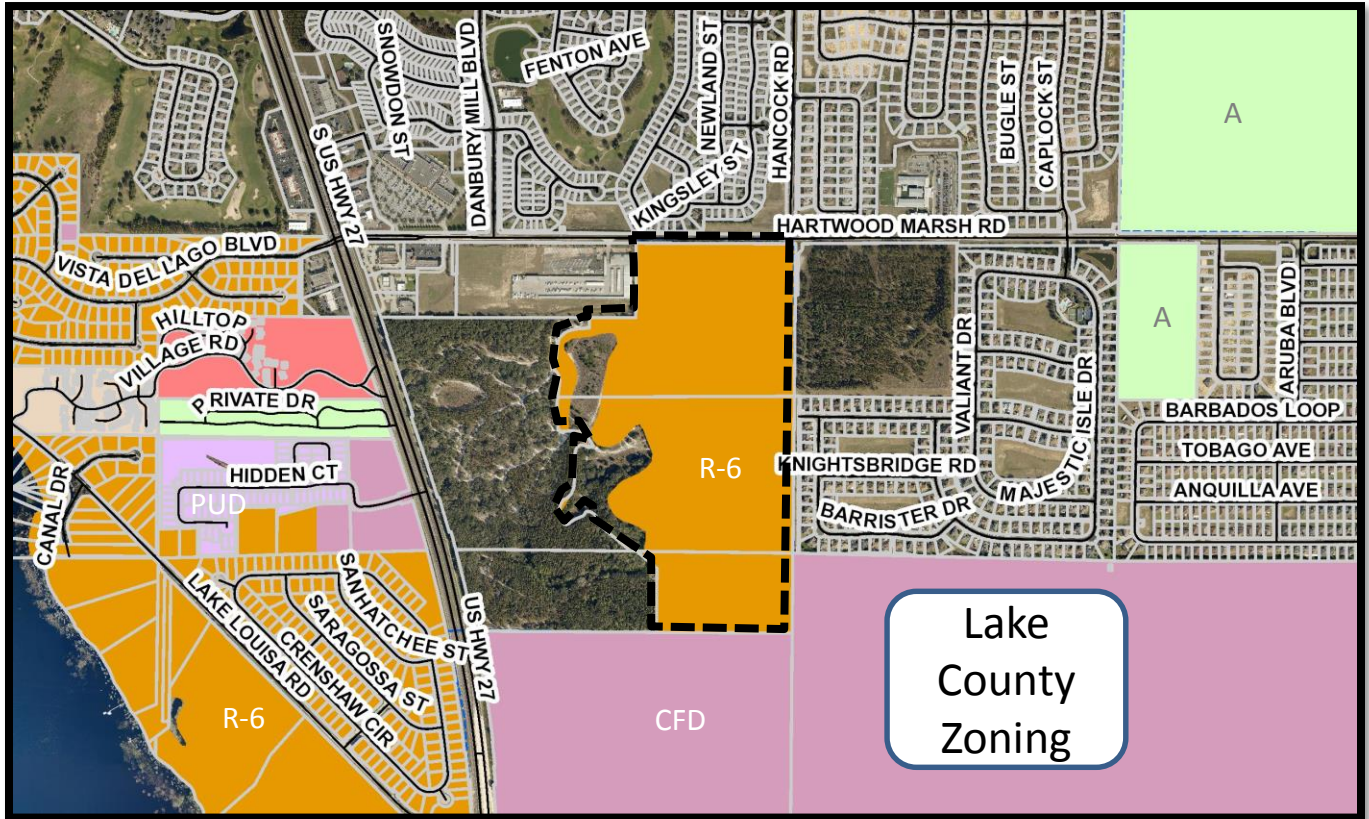
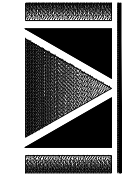


Exhibit – Zoning Map – Fuqua Property





DONALD W. MCINTOSH
ASSOCIATES, INC.

CIVIL ENGINEERS • LAND PLANNERS • SURVEYORS

2200 PARK AVENUE NORTH

WINTER PARK, FL 32789

PHONE: (407) 644-4068 FAX: (407) 644-8318

Hartwood Marsh

Sections 9 and 16, Township 23 South, Range 26 East

City of Clermont, Florida

LOCATION MAP

NOVEMBER 2018

NOTE: THIS MAP IS NOT A SURVEY. IT IS INTENDED TO BE USED FOR PLANNING ACTIVITY FOR THE ABOVE NAMED PROJECT ONLY. THE AERIAL IMAGERY DEPICTED HEREON WAS OBTAINED IN DIGITAL FORMAT FROM FLORIDA DEPARTMENT OF TRANSPORTATION, OFFICE OF SURVEYING AND MAPPING. THE DATE OF THE IMAGE IS MARCH 2017



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: _____

FEE: \$155.⁰⁰
+ cost of advertising

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

PROJECT NAME (if applicable): Hartwood Marsh

APPLICANT: Hartwood Residential, LLC

Address: 401 Ferguson Street

City: Orlando State: FL Zip: 32805

Phone: 407-293-6562 Fax: 407-291-2815

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

OWNER: Hartwood Residential, LLC

Address: 401 Ferguson Street

City: Orlando State: FL Zip: 32805

Phone: 407-293-6562 Fax: 407-291-2815

AGENT NAME (Affidavit required): N/A

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-Mail: _____

Property address and/or general location: SW Corner Intersection of Hartwood Marsh Road and Hancock Road

Area of property: 115.89 +/- acres, and/or 5048168 +/- sq. ft.

The property is PRESENTLY used for: Vacant

The property is PROPOSED to be used for: Single Family Detached Residential



Existing Lake County Land Use* : Urban Low Density

Existing Lake County Zoning* : R-6

*** 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: N/A Vacant

State the reason or basis for this request: Required for water and sewer service

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

Section 9,16, Township 23S, Range 26E

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 30th day of October, 20 18

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)

10/30/2018
Date

[Signature]
Notary Public

03-16-19
My Commission Expires





OWNER / AGENT AFFIDAVIT (ANNEXATION)

Date: October 30, 2018

Before me, the undersigned authority personally appeared Jeffry B. Fuqua - Manager (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:
Single family detached residential and water and sewer service
from City of Clermont.
3. That said authority (owner) has appointed (agent's name) None
_____ 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 [Signature] X
Owner (signature)

[Signature]
Agent's (signature)

Sworn to and subscribed before
me this 30th day of October,
20 18.

Sworn to and subscribed before
me this 30th day of October,
20 18.

[Signature]
Notary Public, State of FL
My commission expires: 03/16/19

[Signature]
Notary Public, State of FL
My commission expires: 03/16/19

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



LEGAL NOTICE

The City Council of the City of Clermont will consider the enactment of the following proposed Ordinance at the regularly scheduled meeting to be held Tuesday, March 26, 2019 at 6:30 P.M. at City Hall located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

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.

LOCATION:

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

LEGAL DESCRIPTION

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, 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.

See Map Below

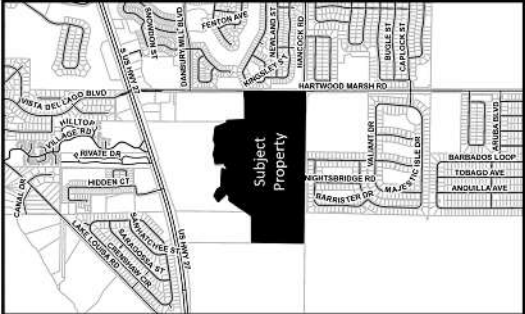
The public hearings are in the Council chambers of City Hall, 685 W. Montrose Street, and are open to public comment. Please call (352) 394-4083, ext. 3 if you have any questions.

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.

Please be advised that under state law, any person deciding to appeal a decision made at the public hearings will need a record of the proceedings and may need to ensure 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

Location Map:



D048525 - March 12 & 19, 2019

☐ **PROOF O.K. BY:** _____

☐ **O.K. WITH CORRECTIONS BY:** _____

PLEASE READ CAREFULLY • SUBMIT CORRECTIONS ONLINE

LF-D048525 (100%)

ADVERTISER: CITY OF CLERMONT-LEGALS
SALES PERSON: LFD001
SIZE: 2X16.5
PUBLICATION: LF-DAILY COMMERCIAL

PROOF CREATED AT: 3/6/2019 7:48:06 AM
NEXT RUN DATE: 03/12/19
PROOF DUE: 03/11/19 12:59:55



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date

Tuesday, March 26, 2019

Agenda Item Name

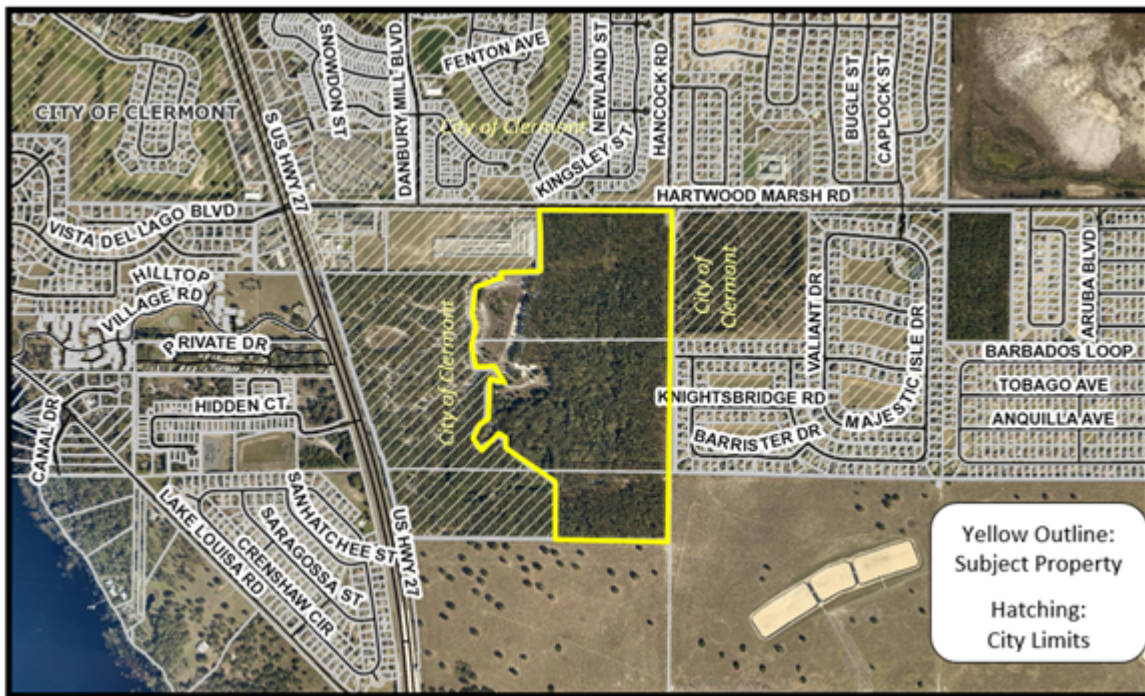
Ordinance No. 2019-08 *Final*
Fuqua CPA

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
2. Fuqua Maps		Fuqua Maps.pdf
3. State Agency Responses		State Agency Responses.pdf
4. location map		location map.pdf
5. Boundary survey		Boundary survey.pdf
6. Application		Comp Plan Amendment.pdf
7. CPA Legal Proof		CPA Legal Proof.pdf



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 26th 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

Exhibit - Location Map - Fuqua Property

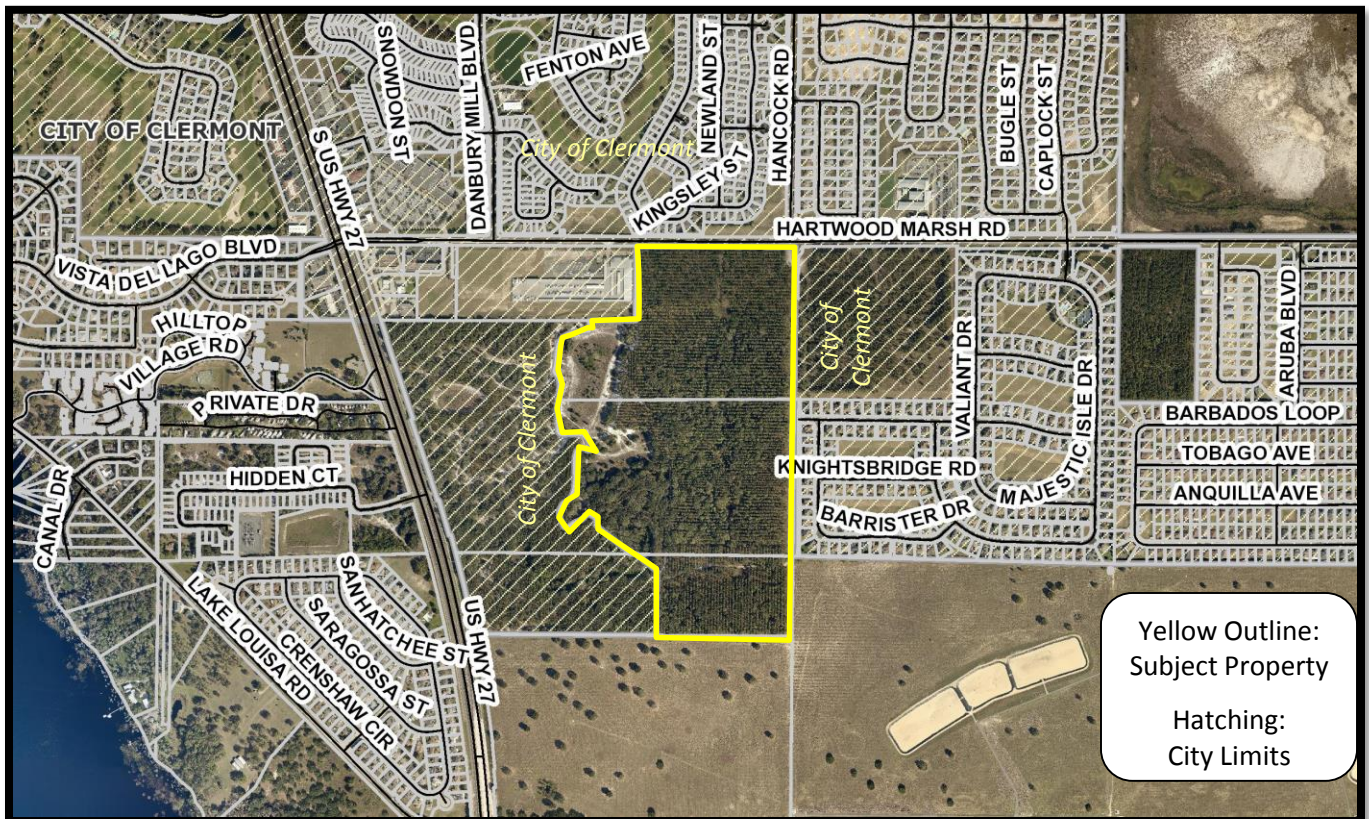
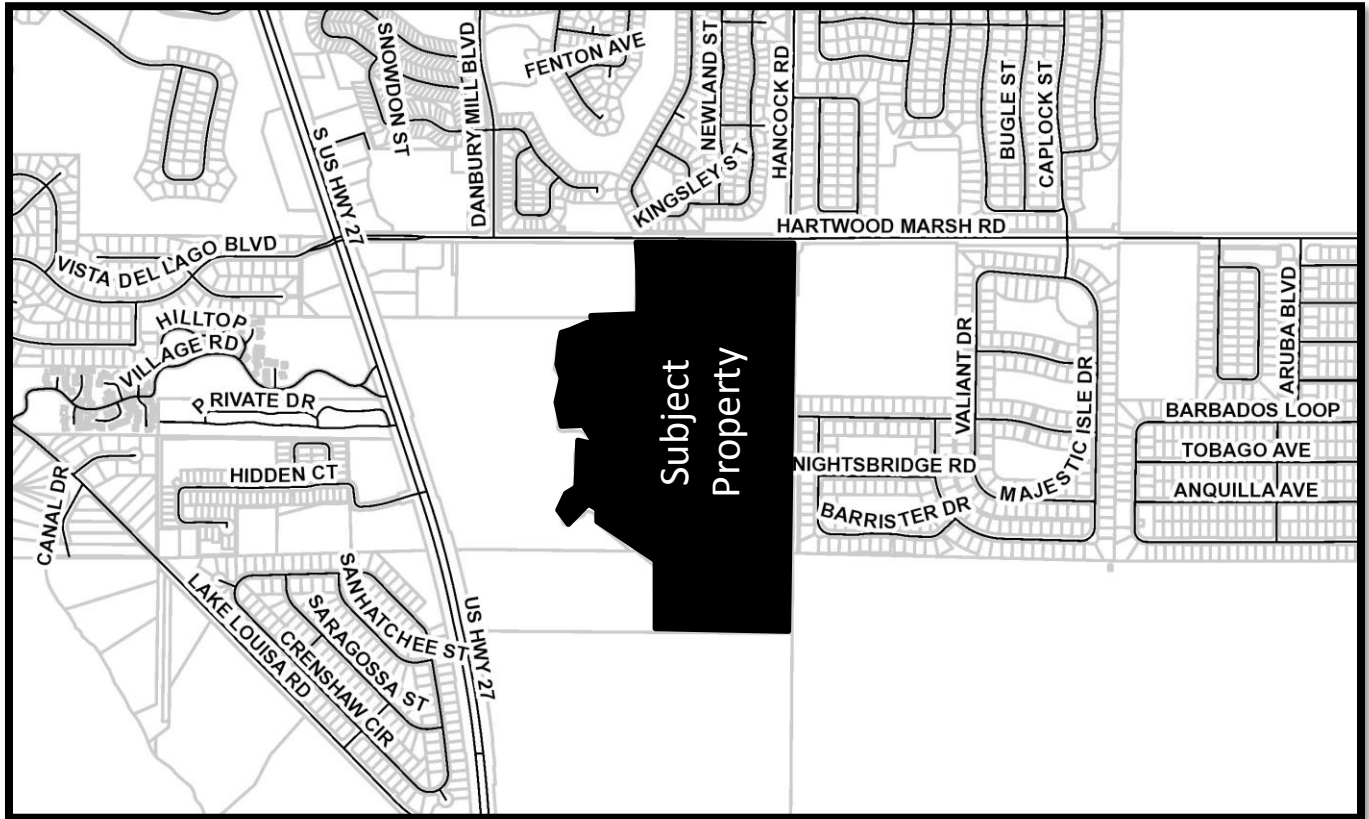


Exhibit – Future Land Use Map – Fuqua Property

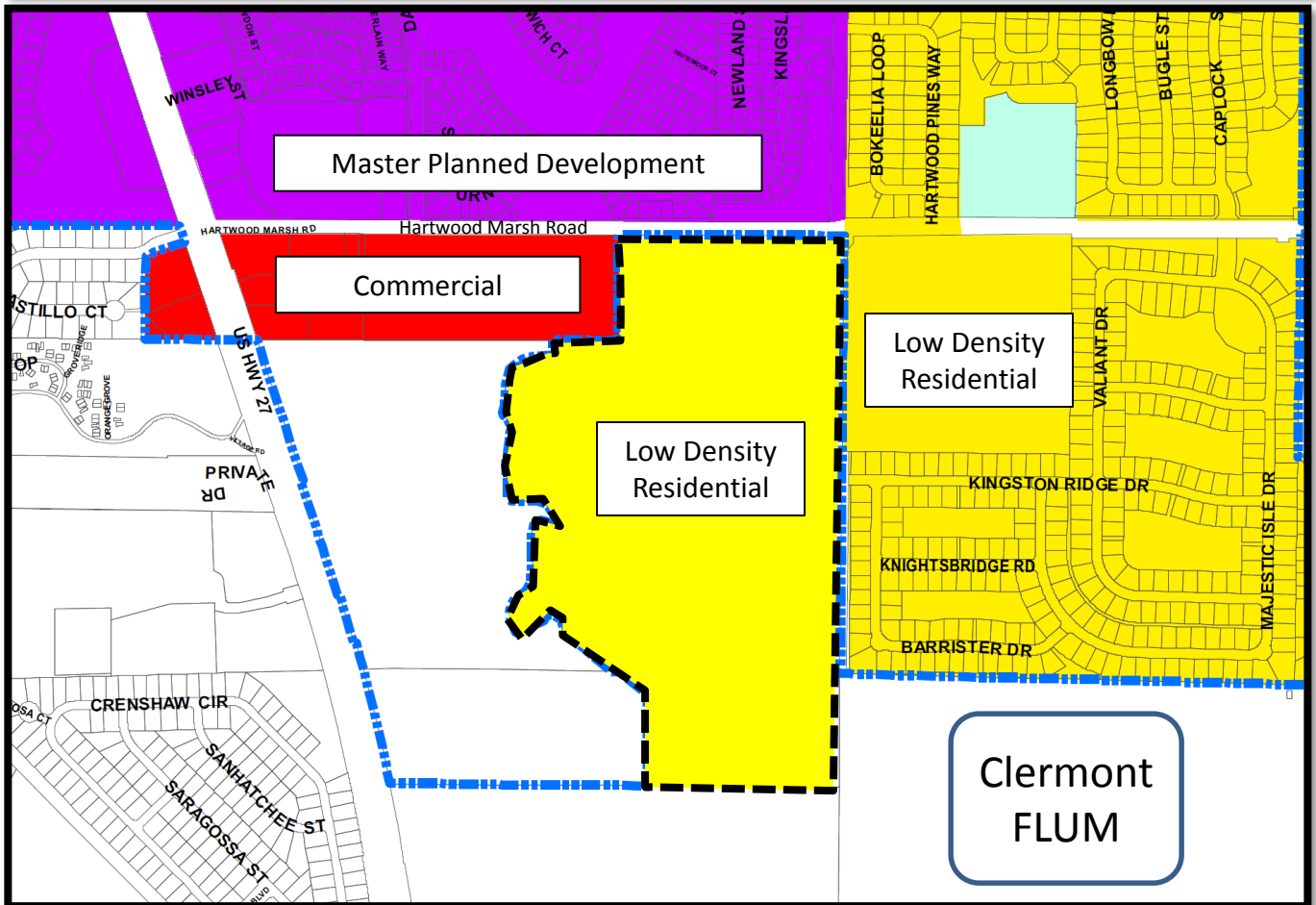
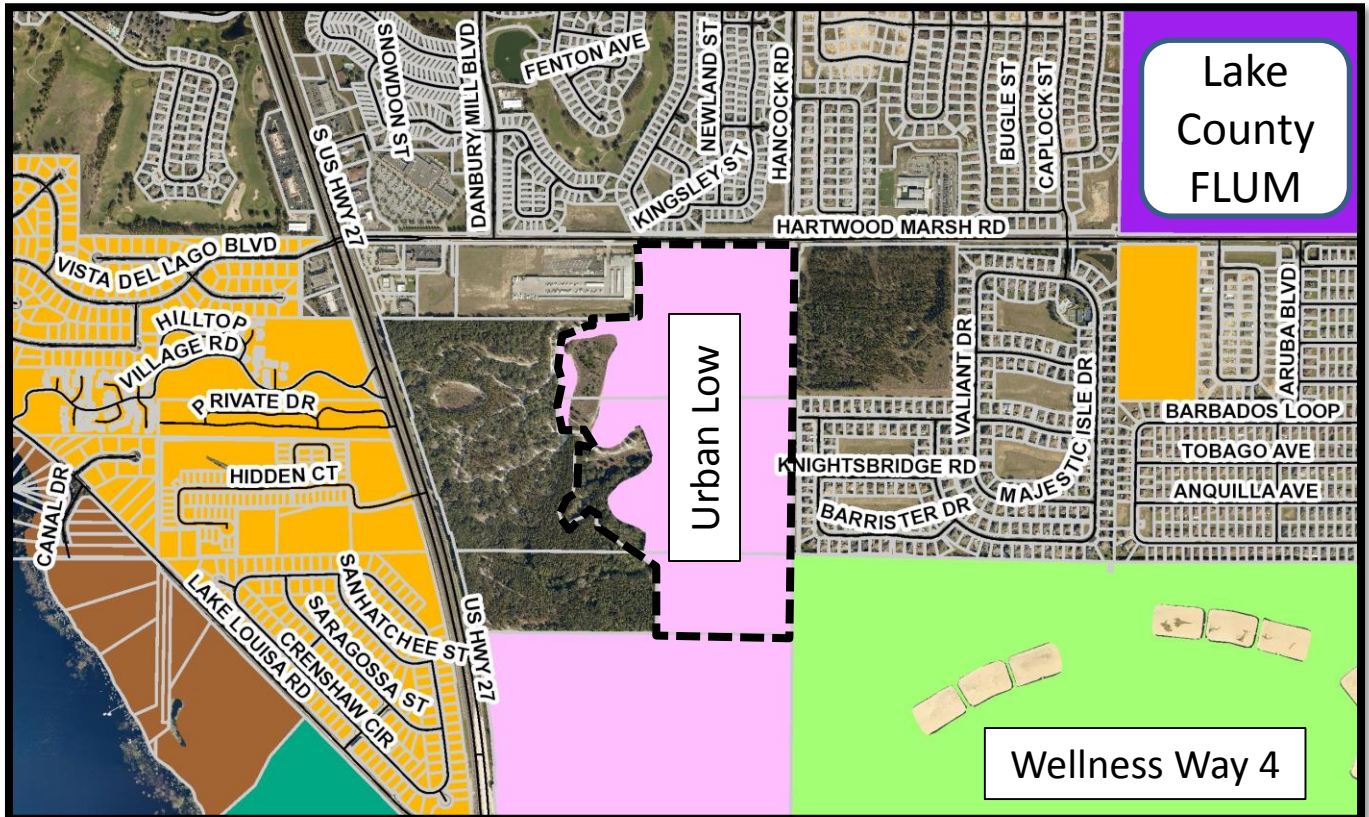
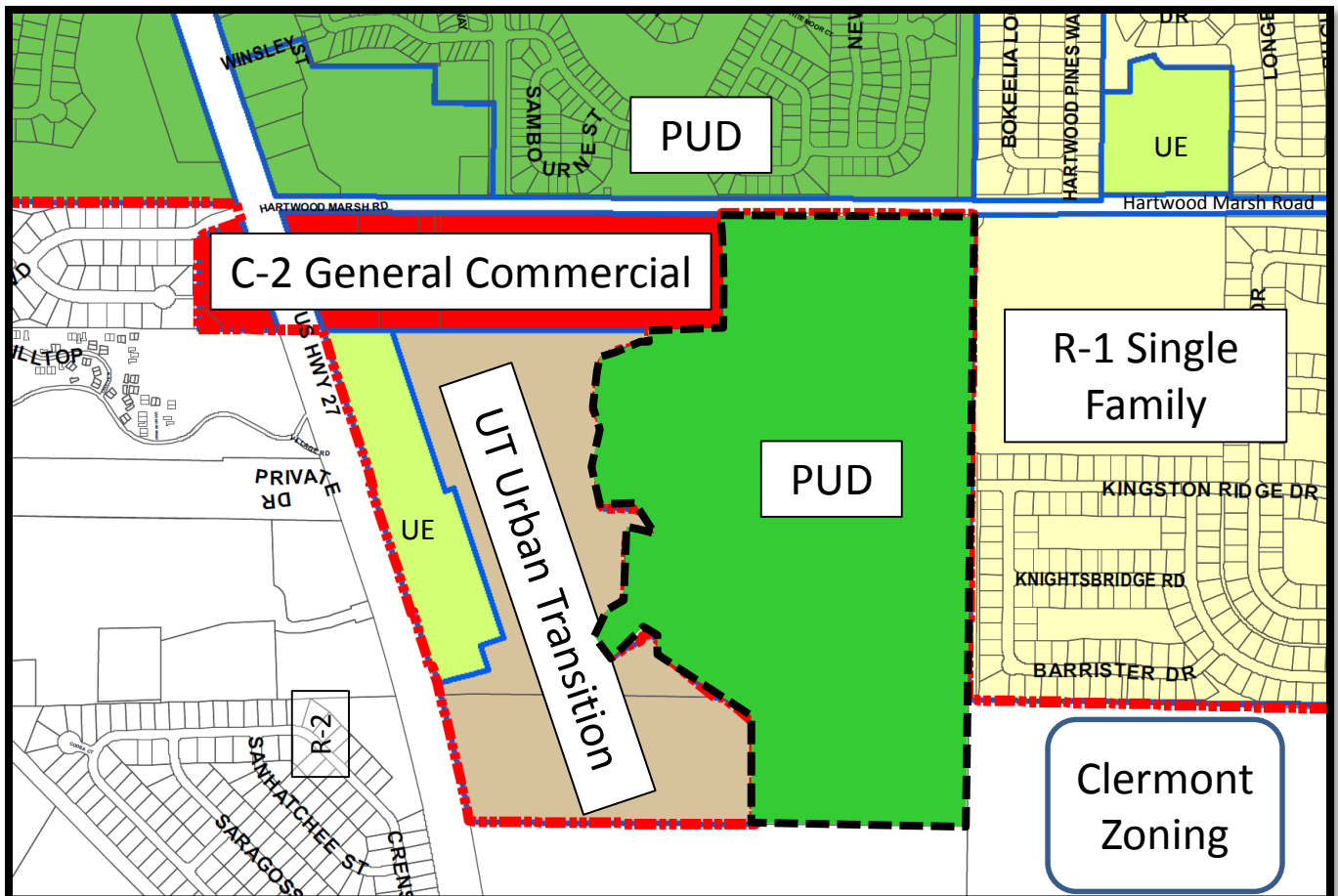
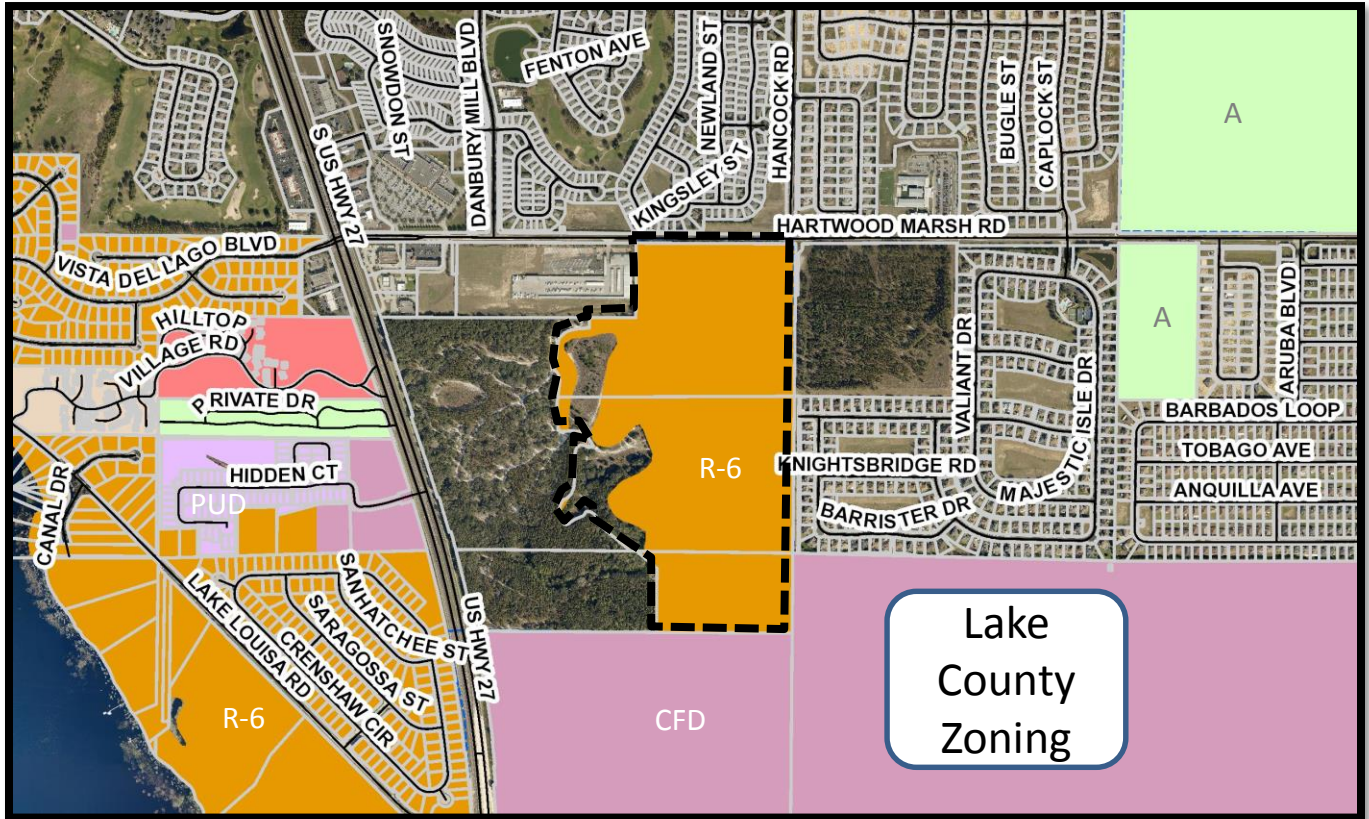


Exhibit – Zoning Map – Fuqua Property





Florida Department of Transportation

RON DESANTIS
GOVERNOR

719 S. Woodland Boulevard
DeLand, Florida 32720-6834

KEVIN J. THIBAUT.
SECRETARY

February 6, 2019

John E. Kruse, AICP
Senior Planner
685 W. Montrose Street
Clermont, FL 34711

SUBJECT:
LOCAL GOVERNMENT:
DEO #:

PROPOSED COMPREHENSIVE PLAN AMENDMENT
CITY OF CLERMONT
19-1ESR

Dear Mr. Kruse,

The Department of Transportation has completed its review of the subject Proposed Comprehensive Plan Amendment as requested in your memorandum dated January 11, 2019, and received by the Department on January 15, 2019.

We appreciate the opportunity to participate in this review process. The proposed amendment is not expected to result in adverse impacts to the State Highway System (SHS) and Strategic Intermodal System (SIS). The Department offers its technical assistance comments in the attachment.

If you have any questions, you may contact Tina Williamson at 386-943-5150 or by email at Tina.Williamson@dot.state.fl.us.

Sincerely,

Jean Parlow
Growth Management Coordinator

Attachment

C: Tim McClendon, Lake County
D. Ray Eubanks, DEO
Sherry Spiers, DEO

Kellie Smith, FDOT
Jennifer Carver, FDOT
Fred Milch, ECFRPC

PROPOSED COMPREHENSIVE PLAN AMENDMENT REVIEW

Local Government: City of Clermont
DEO Amendment #: 19-1ESR
Date Amendment Received FDOT: 01/15//2019
Review Comments Deadline: 02/05/2019
Today's Date: 02/06/2019

GENERAL BACKGROUND INFORMATION

The City of Clermont has submitted the proposed City of Clermont 19-1ESR Large-Scale Comprehensive Plan Amendment pertaining to 115± acres of land generally located southwest of the intersection of Hartwood Marsh Road and Hancock Road in Clermont, Lake County. The proposed amendment changes the Future Land Use Map (FLUM) designations of the subject area from the County's Urban Low Density to the City's Low Density Residential.

The pertinent FLUM designation and description for the Future Land Use (FLU) amendment provided by the City include the following:

- **LAKE COUNTY – URBAN LOW DENSITY**

The "Urban Low Density" future land use category provides for a range of residential development in addition to civic, commercial, and office uses at an appropriate scale and intensity to serve this category. Limited light industrial uses may only be allowed as a conditional use, unless permitted as an Economic Development Overlay District. This land use category shall be located on or in proximity to collector or arterial roadways to minimize traffic on local streets and provide convenient access to transit facilities.

Maximum allowed density: Urban Low Density – Not to exceed four (4) dwelling units per one (1) acre.

- **CITY OF CLERMONT – LOW DENSITY RESIDENTIAL**

Areas delineated on the FLUM for "Low-Density Residential" development shall accommodate a maximum density of up to three (3) dwelling units per acre and shall be comprised primarily of single-family detached homes on individual lots. The City's Low Density Residential does not permit commercial or industrial uses.

Maximum allowed density: Low Density Residential – Not to exceed three (3) dwelling units per one (1) acre.

FDOT Contact:	Tina Williamson, AICP In-house Consultant FDOT District 5	Reviewed by:	Chelsea Williams, EI
Telephone:	386-943-5150		HDR, Inc.
Fax:	386-943-5713		407-420-4200
E-mail:	Tina.Williamson@dot.state.fl.us		407-420-4242
File:	Chelsea.Williams@hdrinc.com		
	\\d5.dot.state.fl.us\d5dfs\Deland\Development\PLEMO\Planning (OOC)\Growth Management\CPA Project Files\Clermont_Lake\Review\2019\19-1ESR\Proposed\Clermont_Proposed_19-1ESR_Review.DOCX		

PROPOSED COMPREHENSIVE PLAN AMENDMENT REVIEW

Local Government: City of Clermont
DEO Amendment #: 19-1ESR
Date Amendment Received FDOT: 01/15//2019
Review Comments Deadline: 02/05/2019
Today's Date: 02/06/2019

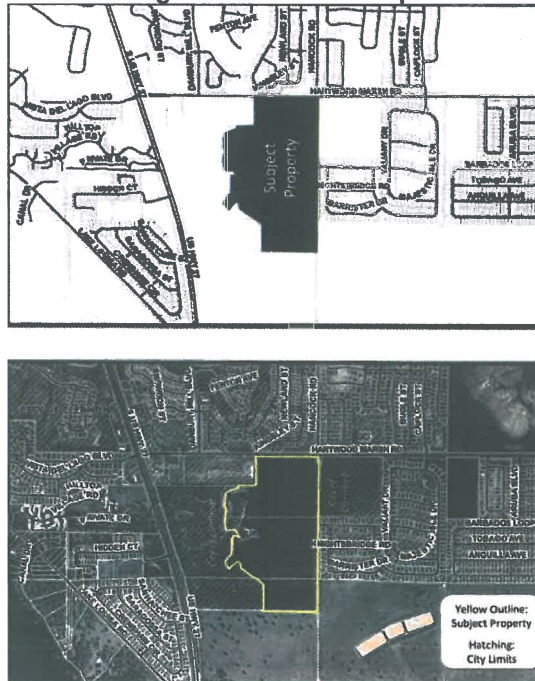
FUTURE LAND USE MAP AMENDMENT

Elements: Future Land Use Element (Future Land Use Map)
Rule Reference: Chapter 163, Florida Statutes

Background:

The City of Clermont has submitted the proposed City of Clermont 19-1ESR Large-Scale Comprehensive Plan Amendment pertaining to 115± acres of land generally located southwest of the intersection of Hartwood Marsh Road and Hancock Road in Clermont, Lake County. The proposed amendment changes the Future Land Use Map (FLU) designations of the subject area from Urban Low Density to Low Density Residential.

Figure 1: Location Map



FDOT Contact: Tina Williamson, AICP
In-house Consultant
FDOT District 5

Telephone: 386-943-5150
Fax: 386-943-5713
E-mail: Tina.Williamson@dot.state.fl.us

File: \\d5.dot.state.fl.us\d5dfs\Deland\Development\PLEMO\Planning (OOC)\Growth Management\CPA Project
Files\Clermont_Lake\Review\2019\19-1ESR\Proposed\Clermont_Proposed_19-1ESR_Review.DOCX

Reviewed by: Chelsea Williams, EI

HDR, Inc.
407-420-4200
407-420-4242
Chelsea.Williams@hdrinc.com

PROPOSED COMPREHENSIVE PLAN AMENDMENT REVIEW

Local Government: City of Clermont
DEO Amendment #: 19-1ESR
Date Amendment Received FDOT: 01/15//2019
Review Comments Deadline: 02/05/2019
Today's Date: 02/06/2019

The adopted Urban Low Density FLU designation allows a maximum density of four (4) dwelling units per one (1) acre. With the size of the subject parcel being 115± acres, there is a maximum of 460 dwelling units permitted in the land use category.

The proposed Low Density Residential FLU allows a maximum density of three (3) dwelling units per one (1) acre. Thus, there is a maximum of 345 dwelling units permitted in the proposed land use category.

The ITE Trip General Manual 10th edition provides various land use categories such as industrial, residential, lodging, and recreational. Given that the Lake County and City of Clermont FLU designations are not identical to the ITE Trip General Manual 10th edition land use categories, a closely associated and reasonable land use of single-family residential was assumed for the current and proposed analysis.

Table 1 below shows the difference in total trip generation potential for the proposed and adopted FLU designations, and the change in trips as a result of the proposed FLUM amendment.

Table 1: Trip Generation Potential of Parcel Affected by FLUM Amendment – Maximum Allowable for Existing and Proposed FLUM Designation

Scenario	Land Use	ITE Land Use Code	Allowed Development		Daily Trips	P.M. Peak Hour Trips
Adopted	Single Family	210	460	d.u.	4,342	440
Proposed	Single Family	210	345	d.u.	3,257	334
Change in Trips					-1,085	-106

Source: ITE Trip Generation Manual 10th Edition; d.u. = dwelling units

Based on adopted FLU designations, the analysis indicates the transmittal package would result in a decrease in the trip generation potential of the subject property by 1,085 daily trips and 106 P.M. peak hour trips.

FDOT Contact:	Tina Williamson, AICP In-house Consultant FDOT District 5 386-943-5150 386-943-5713 Tina.Williamson@dot.state.fl.us	Reviewed by:	Chelsea Williams, EI HDR, Inc. 407-420-4200 407-420-4242 Chelsea.Williams@hdrinc.com
Telephone:			
Fax:			
E-mail:			
File:	\\d5.dot.state.fl.us\d5dfs\Deland\Development\PLEMO\Planning (OOC)\Growth Management\CPA Project Files\Clermont_Lake\Review\2019\19-1ESR\Proposed\Clermont_Proposed_19-1ESR_Review.DOCX		

PROPOSED COMPREHENSIVE PLAN AMENDMENT REVIEW

Local Government: City of Clermont
DEO Amendment #: 19-1ESR
Date Amendment Received FDOT: 01/15//2019
Review Comments Deadline: 02/05/2019
Today's Date: 02/06/2019

Technical Assistance Comments:

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. Table 2 shows the difference in the maximum trip generation potential and the anticipated project development.

Table 2: Trip Generation Potential of Project Development with FLUM Amendment

	Daily Trips	P.M. Peak Hour Trips
Maximum Trip Generation Potential	3,257	334
Anticipated Project Development	3,030	311
<i>Change in Trips</i>	-227	-23

Source: ITE Trip Generation Manual 10th Edition; d.u. = dwelling units

The applicant's proposed development versus the maximum trip generation potential results in a decrease of 227 daily trips and 23 P.M. peak hour trips.

Since the proposed land use amendment results in a decrease in the trip generation potential for the subject parcel, there is no potential for significant adverse impacts to the State Highway System (SHS) and the Strategic Intermodal System (SIS) as a result of the proposed amendment.

The Department does not have any other comments or recommendations regarding the proposed amendment.

The Department respectfully requests a copy of the adopted plan. Please provide the adopted plan within 10 working days of adoption, in order to assist in facilitating review within the required 30-day time frame from adoption, as required by Statutes (Expedited State Review Amendment Process Section 163.3184(3) and (5), Florida Statutes).

We are providing a technical assistance comment consistent with Section 163.3168(3), Florida Statutes. The technical assistance comment will not form the basis of a challenge. The technical assistance comment can strengthen the local government's comprehensive plan in order to foster a vibrant, healthy community or is technical in nature and designed to ensure consistency with the Community Planning Act in Chapter 163, Part II, F.S.

FDOT Contact:	Tina Williamson, AICP In-house Consultant FDOT District 5	Reviewed by:	Chelsea Williams, EI
Telephone:	386-943-5150		HDR, Inc.
Fax:	386-943-5713		407-420-4200
E-mail:	Tina.Williamson@dot.state.fl.us		407-420-4242
File:	Chelsea.Williams@hdrinc.com		
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John E. Kruse

From: Steve Fitzgibbons <SFitzgibbons@sjrwmd.com>
Sent: Friday, February 08, 2019 2:38 PM
To: John E. Kruse
Cc: DCPexternalagencycomments@deo.myflorida.com
Subject: City of Clermont proposed comprehensive plan amendment 19-1ESR

Dear Mr. Kruse

St. Johns River Water Management District (District) staff have reviewed City of Clermont proposed comprehensive plan amendment 19-1ESR in accordance with the provisions of Chapter 163, Florida Statutes. Based on review of the submitted materials, District staff have no comments on the proposed amendment.

As a reminder, the District approved the 2015 Central Florida Water Initiative Regional Water Supply Plan (CFWI RWSP) in November 2015. The District has previously contacted the City in 2016, 2017, and 2018 regarding the need to update its Water Supply Facilities Work Plan (Work Plan) within 18 months (i.e., by May 2017) of governing board approval of the CFWI RWSP. The District is also providing this email as an additional reminder about the requirement to adopt an updated Work Plan and related comprehensive plan amendment. To find more information about the CFWI RWSP please visit cfwiwater.com.

If you have any questions or need additional information, please contact me. Please note that all proposed and adopted comprehensive plan amendments can be submitted to the District by email at sfitzgibbons@sjrwmd.com.

Sincerely,
Steve Fitzgibbons

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



www.sjrwmd.com/epermitting

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

Notices

- Emails to and from the St. Johns River Water Management District are archived and, unless exempt or confidential by law, are subject to being made available to the public upon request. Users should not have an expectation of confidentiality or privacy.
- Individuals lobbying the District must be registered as lobbyists (§112.3261, Florida Statutes). Details, applicability and the registration form are available at <http://www.sjrwmd.com/lobbyist/>

John E. Kruse

From: Plan_Review <Plan.Review@dep.state.fl.us>
Sent: Tuesday, February 12, 2019 3:10 PM
To: John E. Kruse; DCPexternalagencycomments@deo.myflorida.com
Cc: Plan_Review
Subject: Clermont 19-1ESR Proposed

To: John E. Kruse, Senior Planner

Re: Clermont 19-1ESR – Expedited State Review of Proposed Comprehensive Plan Amendment

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

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

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

Lindsay Weaver



Ron DeSantis
GOVERNOR



Ken Lawson
EXECUTIVE DIRECTOR

February 13, 2019

The Honorable Gail Ash
Mayor, City of Clermont
685 West Montrose Street
Clermont, Florida 34711

Dear Mayor Ash:

The Department of Economic Opportunity ("Department") has reviewed the proposed comprehensive plan amendment for the City of Clermont (Amendment No. 19-01ESR) received on January 14, 2019. The review was completed under the expedited state review process. We have no comment on the proposed amendment.

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

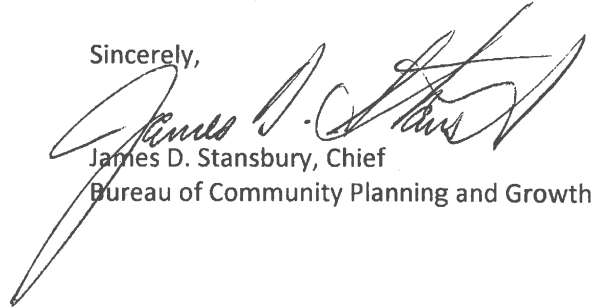
- Section 163.3184(3)(b), F.S., authorizes other reviewing agencies to provide comments directly to the City. **If the City receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.**
- **The second public hearing**, which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of agency comments or the amendment shall be **deemed withdrawn** unless extended by agreement with notice to the Department and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.
- **The adopted amendment must be rendered to the Department.** Under Section 163.3184(3)(c)2. and 4., F.S., the **amendment effective date** is 31 days after the Department notifies the City that the amendment package is complete or, if challenged, until it is found to be in compliance by the Department or the Administration Commission.

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
850.245.7105 | www.FloridaJobs.org
www.twitter.com/FLDEO | www.facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

If you have any questions concerning this review, please contact Dan Evans, Planning Analyst, by telephone at (850) 717-8484 or by email at dan.evans@deo.myflorida.com.

Sincerely,

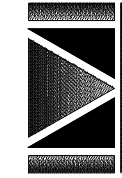
A handwritten signature in black ink, appearing to read "James D. Stansbury". The signature is fluid and cursive, with a large, sweeping initial "J".

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/de

Enclosure(s): Procedures for Adoption

cc: John Kruse, Senior Planner, City of Clermont Development Services
Hugh W. Harling, Jr., Executive Director, East Central Florida Regional Planning Council



DONALD W. MCINTOSH
ASSOCIATES, INC.

CIVIL ENGINEERS • LAND PLANNERS • SURVEYORS

2200 PARK AVENUE NORTH
WINTER PARK, FL 32789

PHONE: (407) 644-4068 FAX: (407) 644-8318

Hartwood Marsh

Sections 9 and 16, Township 23 South, Range 26 East
City of Clermont, Florida

LOCATION MAP
NOVEMBER 2018

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:

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

NOTE: THERE MAY BE ITEMS ABOVE THAT WERE NOT
WITHIN THE SCOPE OF THIS DRAWING TO BE LOCATED.

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BOUNDARY SURVEY

HARTWOOD MARSH ROAD
R/W VARIES

TRACT 34
TRACT 33
TRACT 35
TRACT 46
TRACT 47
TRACT 48
TRACT 3
TRACT 14
TRACT 2
TRACT 15
TRACT 16

NE 1/4, SE 1/4 SECTION 9-23-26
MONTE VISTA PARK FARMS PLAT BOOK 2, PAGE 27

UNPLATTED

LINE TABLE

STATION	BEARING	DISTANCE	STATION	BEARING	DISTANCE
L20	N28°56'59"E	43.34'	L40	N06°51'20"E	199.46'
L21	N67°30'08"E	44.26'	L41	N10°32'32"W	40.47'
L22	N43°55'27"E	43.81'	L42	N25°48'53"W	31.53'
L23	N20°42'07"E	58.29'	L43	N46°57'10"W	23.08'
L24	N06°22'57"E	101.43'	L44	N30°34'13"W	20.75'
L25	N02°36'01"W	121.76'	L45	N15°51'21"W	43.08'
L26	N03°11'49"E	54.97'	L46	N07°19'12"W	66.15'
L27	N14°34'49"E	44.67'	L47	N02°11'09"E	52.90'
L28	N36°16'47"E	24.84'	L48	N09°45'40"E	49.13'
L29	N68°05'38"E	28.33'	L49	N16°35'39"E	43.95'
L30	S76°04'07"E	30.37'	L50	N44°07'53"E	55.81'
L31	S64°20'08"E	25.40'	L51	N60°09'01"E	42.42'
L32	N42°23'59"W	72.00'			
L33	N46°19'25"W	55.65'			
L34	N73°14'47"W	36.84'			
L35	N88°48'33"W	90.46'			
L36	S79°46'13"W	30.52'			
L37	N85°12'21"W	36.97'			
L38	N45°06'17"W	26.84'			
L39	N02°32'14"W	197.47'			

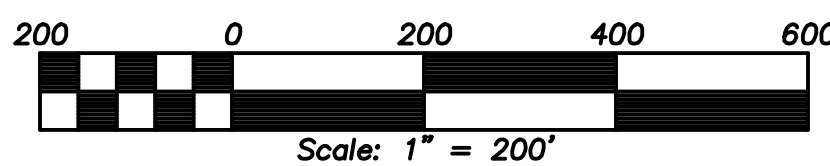
CURVE TABLE

NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	25.00	148°03'50"	64.61	48.07	N41°37'57"E

Scale: 1" = 200'

LINE TABLE		
L20	N28°56'59"E	43.34'
L21	N61°30'08"E	44.26'
L22	N43°55'27"E	43.91'
L23	N20°42'07"E	56.29'
L24	N06°27'57"E	101.43'
L25	N02°36'01"W	121.76'
L26	N03°11'49"E	54.97'
L27	N14°54'49"E	44.67'
L28	N36°16'47"E	24.84'
L29	N68°05'28"E	28.33'
L30	S76°04'07"E	30.37'
L31	S64°20'08"E	25.40'
L32	S32°32'58"W	72.00'
L33	N46°19'25"W	35.85'
L34	N73°14'47"W	36.84'
L35	N88°48'33"W	90.46'
L36	S79°46'13"W	30.52'
L37	N85°12'21"W	36.97'
L38	N45°06'16"W	26.84'
L39	N02°32'14"W	19.47'

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	25.00	148°03'50"	64.61	48.07	N41°37'57"E



<u>Item No.</u>	<u>Official Records Book/Page(s)</u>	<u>Description</u>	<u>Comments</u>
8	Plat Book 2/Pg 27	Plat of Monte Visto Park Farms	Shown.
10	666/364	Right-of-Way Easement to Sumter Electric	(Blanket type) Not shown.
11	666/370	Right-of-Way Easement to Sumter Electric	(Blanket type) Not shown.

The property may also be subject to other matters set forth in said Title Commitment.

DONALD W. McINTOSH ASSOCIATES, INC.

CERTIFICATE OF AUTHORIZATION NO. 68

Signature Date

Florida Registered Surveyor and Mapper
Certificate No.

NOT VALID WITHOUT THE SIGNATURE AND THE
ORIGINAL RAISED SEAL OF A FLORIDA LICENSED
SURVEYOR AND MAPPER.

DRAWING
S# 06-308

LAKE WEBSTER LLC

SHEET

1
CE

HARTWOOD PROPERTIES LAKE COUNTY SEC 9&16-23-26



CITY OF CLERMONT
COMPREHENSIVE PLAN AMENDMENT
Application Instructions

APPLICATION FEE:

- **Large Scale Comprehensive Plan Amendment** - \$2,325 plus cost of advertisement
Includes text amendments that impact the Goals, Objectives and Policies of the comprehensive plan; Future Land Use Map or map series amendment over 10 acres
- **Small Scale Comprehensive Plan Amendment** - \$755.00 plus cost of advertisement
Includes Future Land Use Map amendments of less than 10 acres, with no impact to the Goals, Objectives and Policies.
- **Development of Regional Impact (DRI)** - \$10,000 escrow plus actual costs of advertising for a DRI amendment.

APPLICATION PROCESS:

Applicants must schedule a pre-application meeting with the City's Site Review Committee prior to submitting a completed application. Once an application has been completed, please call a staff planner, (352) 394-4083, to schedule the pre-application meeting.

After the Site Review Committee meeting, and after any requests for additional information have been met by the applicant, the City's planning staff will prepare the amendment with its supporting data and analysis and schedule the Planning & Zoning Commission hearing. The Planning & Zoning Commission meets the first Tuesday of the month, and will make a recommendation on the proposed amendment to the City Council. The Council will then review the proposed amendment at a public hearing and may vote to approve (small scale amendment) or to transmit it (large scale amendment) to the Florida Department of Economic Opportunity (DEO) and all reviewing agencies.

DEO will review the amendment within 60 days and notify the City of any concerns. Other public agencies may file objections separately.

AMENDMENT TIME FRAME:

- *Small Scale Amendments* and *Large Scale Amendments* – may take up to three months to process depending on meeting schedules, review time frames, staff preparation time, etc. The City does try to consolidate amendments as much as possible to help save on advertising costs. Applicants must have attended a pre-application meeting prior to submitting applications for the deadlines. Please note that all hearing dates are tentative and subject to change.



A Pre-Application meeting with the Development Services Director (or designated staff) may be required prior to submittal of the application. Please check with the Development Services Department staff.

Application Information Required

A complete application includes the items below in addition to the attached application:

- Completed application. - Include all signatures
- Proof of ownership – (i.e. Lake County Property record card, tax receipt, deed, or tax receipt)
- Complete legal description in Word (not all caps) emailed to rchidlow@clermontfl.org
- Current survey and location map (acreage included)
- Signed owner affidavit (unless power of attorney or notarized letter authorizing the applicant to act as the duly authorized agent for the owner is submitted with the application)
- Signed Applicant affidavit
- Application fee

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



CITY OF CLERMONT
COMPREHENSIVE PLAN AMENDMENT
Application

DATE: _____

FEE: \$2,325.00 _____

Project Name (if applicable): Hartwood Marsh _____

Applicant: Hartwood Marsh Residential, LLC _____

Contact Person: John Florio, P.E. - Donald W. McIntosh Associates, Inc. _____

Address: 2200 Park Avenue North _____

City: Winter Park _____ State: FL _____ Zip: 32789 _____

Phone: 407-644-4068 _____ Fax: 407-644-8318 _____

E-Mail: jflorio@dwma.com _____

OWNER: Hartwood Marsh Residential, LLC - Attn: Jeffry B. Fuqua - Manager _____

Address: 401 Ferguson Drive _____

City: Orlando _____ State: FL _____ Zip: 32805 _____

Phone: 407-293-6563 _____ Fax: 407-291-2815 _____

E-Mail: jeff@amickinc.com _____

General Location: SW corner of intersection of Hartwood Marsh Road and Hancock Road _____

Legal Description (include copy of survey): See Attached _____

Property size (in acres or square feet): 115.89 acres

Flood hazard area (yes) ☒ and approx. acreage 18.7 (no) _____

Existing (Actual) Land Use: Vacant _____

Existing Zoning: R-6 (Lake County) _____

Existing Future Land Use: Urban Low Density (Lake County)

Proposed Future Land Use: Low Density Residential (city) _____

Type of development proposed: Single Family Detached Residential _____



Proposed density (dwelling units/acre) or intensity: 2.8 DU/acre

Proposed Zoning District: PUD (city)

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).

Hartwood Residential LLC owns approximately 115.89 acres adjacent to the City of Clermont. The property is now contiguous to the city limits, which requires the property be annexed to obtain utility service from Clermont. The owner is therefore filing an application for annexation which will require that the city's Comprehensive Plan be amended to provide a Future Land Use. The owner is also filing an Application for Conditional Use Permit which will allow single family detached dwelling units. The owner is requesting a Future Land Use of Low Density Residential in the city, which is consistent and compatible with the proposed PUD.

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:

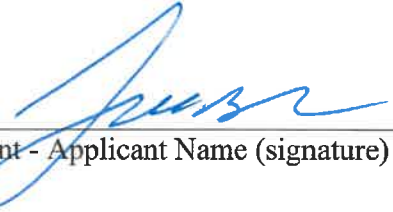
Before me, the undersigned authority personally appeared

Jeffry B. Fuqua - Manager, Hartwood Marsh Residential, LLC, 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 Density (county) to Low Density Residential (city) 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.

Jeffry B. Fuqua - Manager
Affiant - Applicant Name (print)

X 
Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 30th day of October, 2018.

X 
Notary Public, State of Florida at Large

My Commission Expires: 03-16-19





OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

Jeffrey B. Fuqua - Manager, Hartwood Marsh Residential LLC, 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 Density (county) to Low Density Residential (city) for the property legally described on the attachment of this application.
3. That the owner of said property has appointed N/A 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.

Jeffrey B. Fuqua - Manager
Affiant - Applicant Name (print)

X [Signature]
Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 30th day of October, 2018.

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

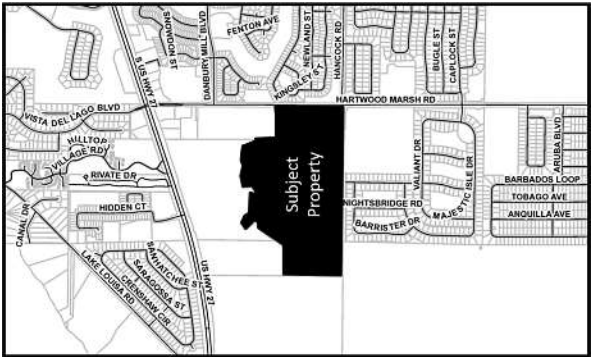
My Commission Expires: 03/16/19



CITY OF CLERMONT
NOTICE OF PROPOSED
AMENDMENT
TO COMPREHENSIVE PLAN
ORDINANCE NO. 2019-08

The City of Clermont will hold public hearings on Thursday, January 3, 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, January 8, 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 Low Density Residential.

The City of Clermont will hold a public hearing on Tuesday, March 12, 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.



Location:

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

Ordinance #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.

The public hearings are in the Council chambers of City Hall, 685 W. Montrose Street, and are open to public comment. Please call (352) 394-4083, ext. 3 if you have any questions.

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.

Please be advised that under state law, any person deciding to appeal a decision made at the public hearings will need a record of the proceedings and may need to ensure 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

D047897 - December 24, 2018 & February 26, 2019

☐ PROOF O.K. BY: _____ ☐ O.K. WITH CORRECTIONS BY: _____

PLEASE READ CAREFULLY • SUBMIT CORRECTIONS ONLINE

LF-D047897 (100%)

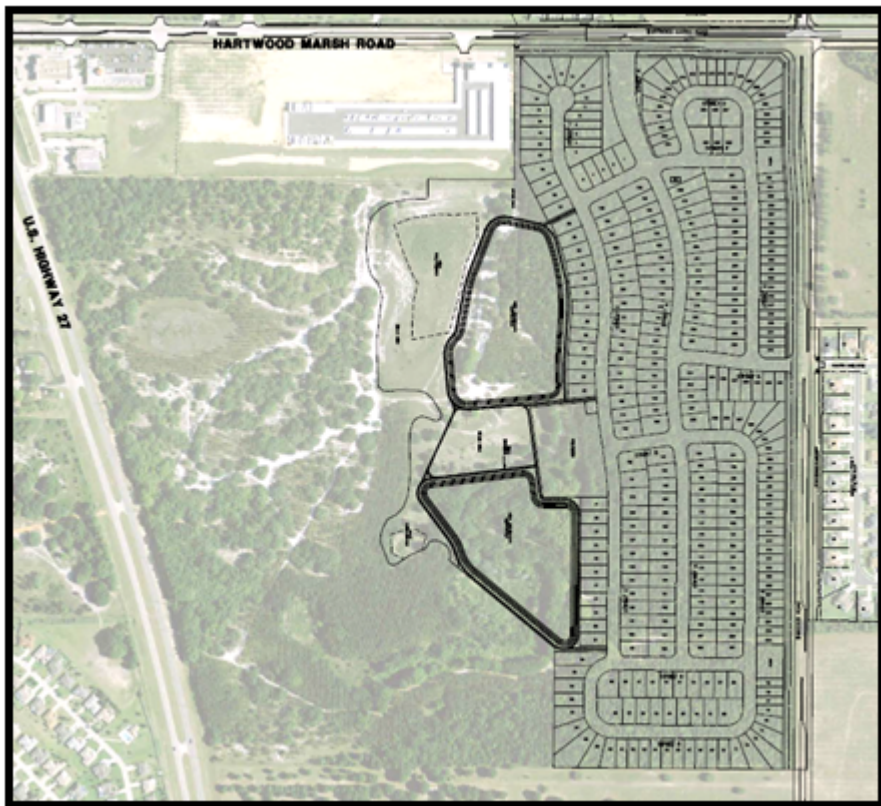
ADVERTISER: CITY OF CLERMONT-LEGALS
SALES PERSON: LFD001
SIZE: 2X10
PUBLICATION: LF-DAILY COMMERCIAL

PROOF CREATED AT: 12/18/2018 9:04:56 AM
NEXT RUN DATE: 12/24/18
PROOF DUE: 12/21/18 12:59:55

AGENDA ITEM

Meeting Date	
Tuesday, March 26, 2019	
Agenda Item Name	
Ordinance No. 2019-09 <i>Final</i> <i>Fuqua PUD</i>	
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.docx
2.	rezoning plot plan	rezoning plot plan.pdf
3.	Fuqua Maps	Fuqua Maps.pdf
4.	Hartwood Marsh PUD 1-29-19	Hartwood Marsh PUD 1-31-19.pdf
5.	Rezoning App	Rezoning App.pdf
6.	Fuqua REZ Ad Proof	Fuqua REZ Ad Proof.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

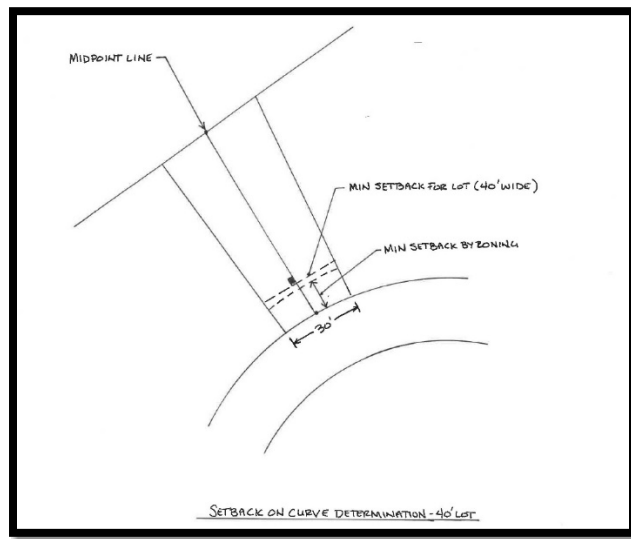
<u>Design Item</u>	<u>40' Lot</u>	<u>50' Lot</u>	<u>60' Lot</u>
Minimum Lot Area	4,600 sf	6,000 sf	7,200 sf
Minimum Living Area	1,500 sf	1,500 sf	1,500 sf
Minimum Lot Width	40'	50'	60'
Minimum Lot Depth	115'	120'	120'
Minimum Front Building setback	20'	20'	20'
Minimum Side Yard Setback	5'	5'	5'
Setback 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.

CITY OF CLERMONT
ORDINANCE NO. 2019-09

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.



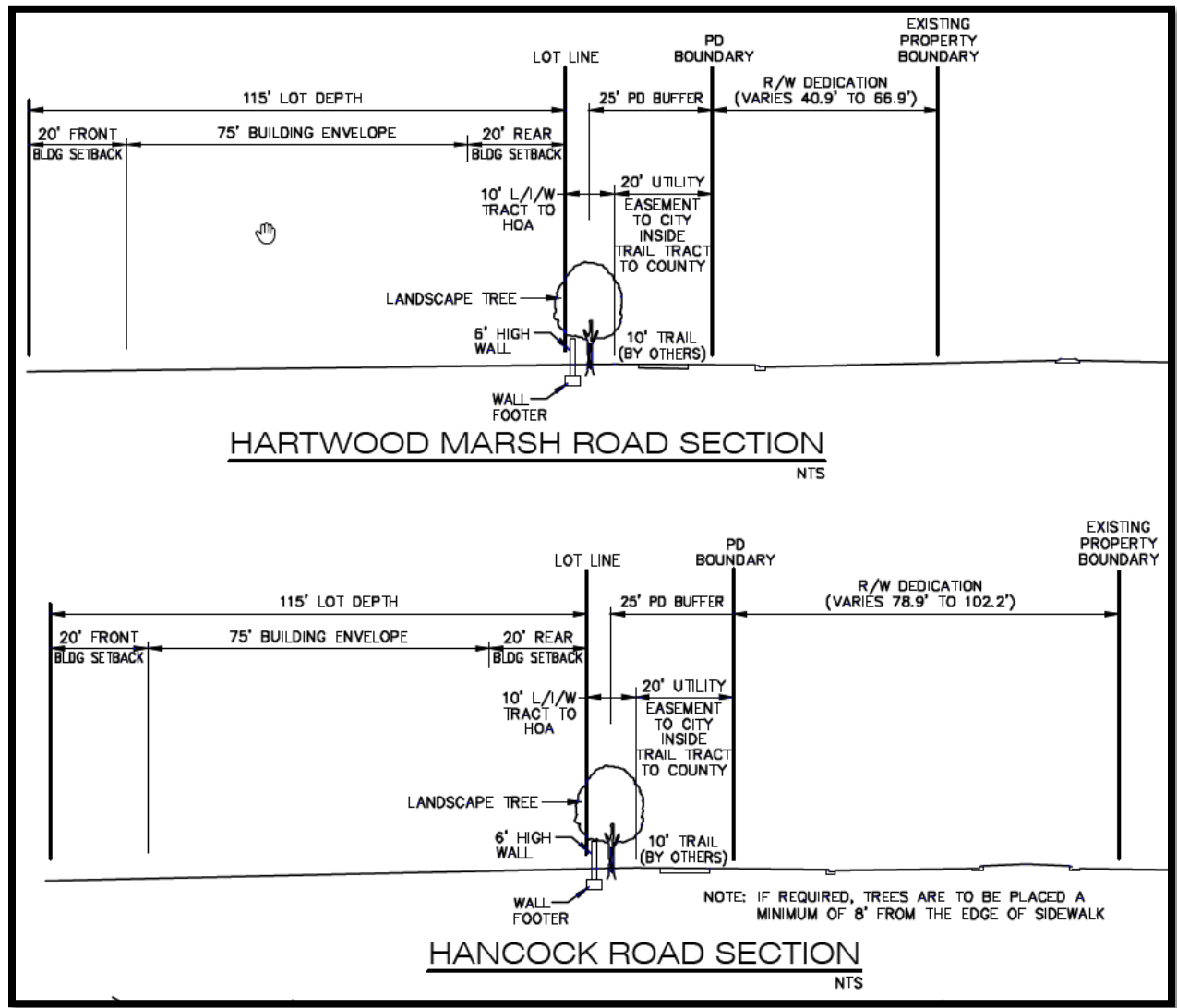
9. Retaining wall heights up to 15 feet in height are allowed to deal with the extreme grades on the western portion of the site to accommodate vertical site grade attenuation.
10. The project shall allow encroachments into the 100-year floodplain provided appropriate compensating storage is provided.
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.



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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.



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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.

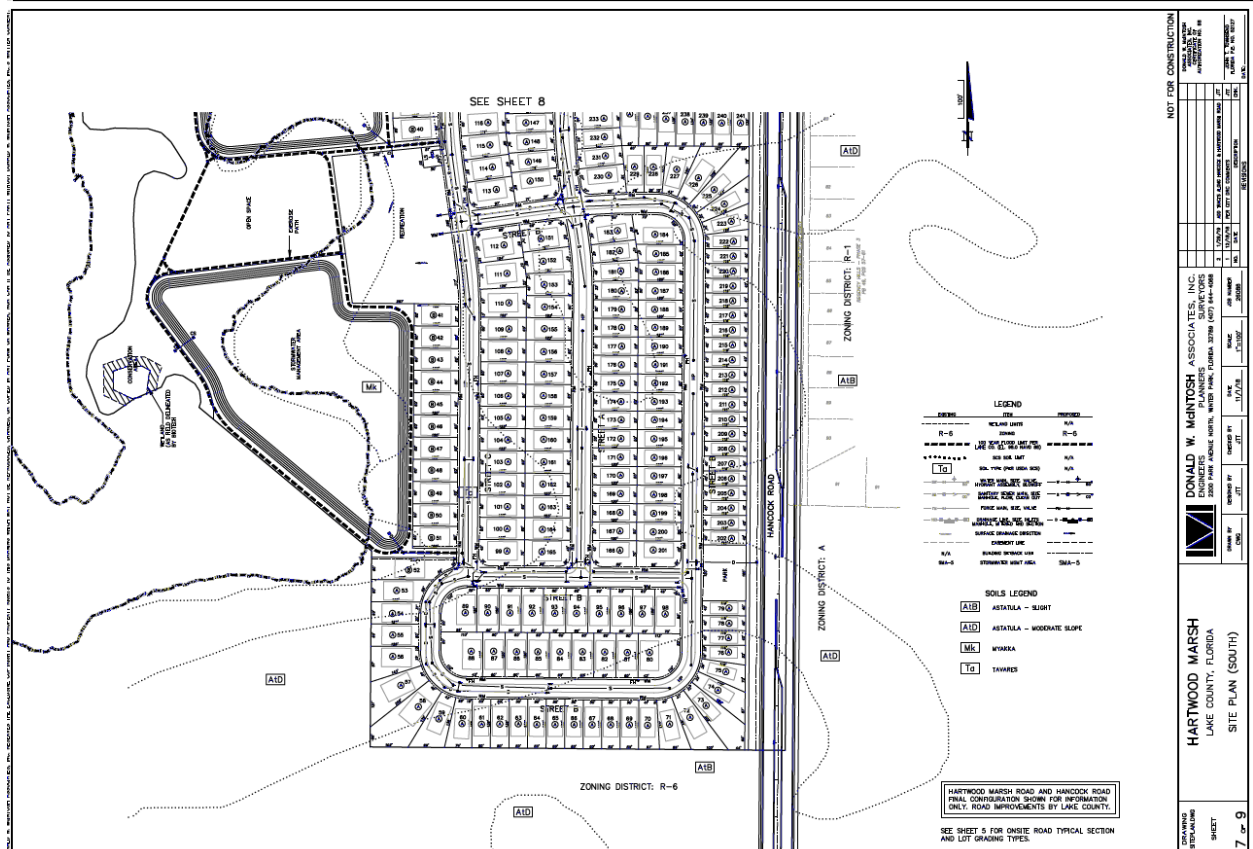
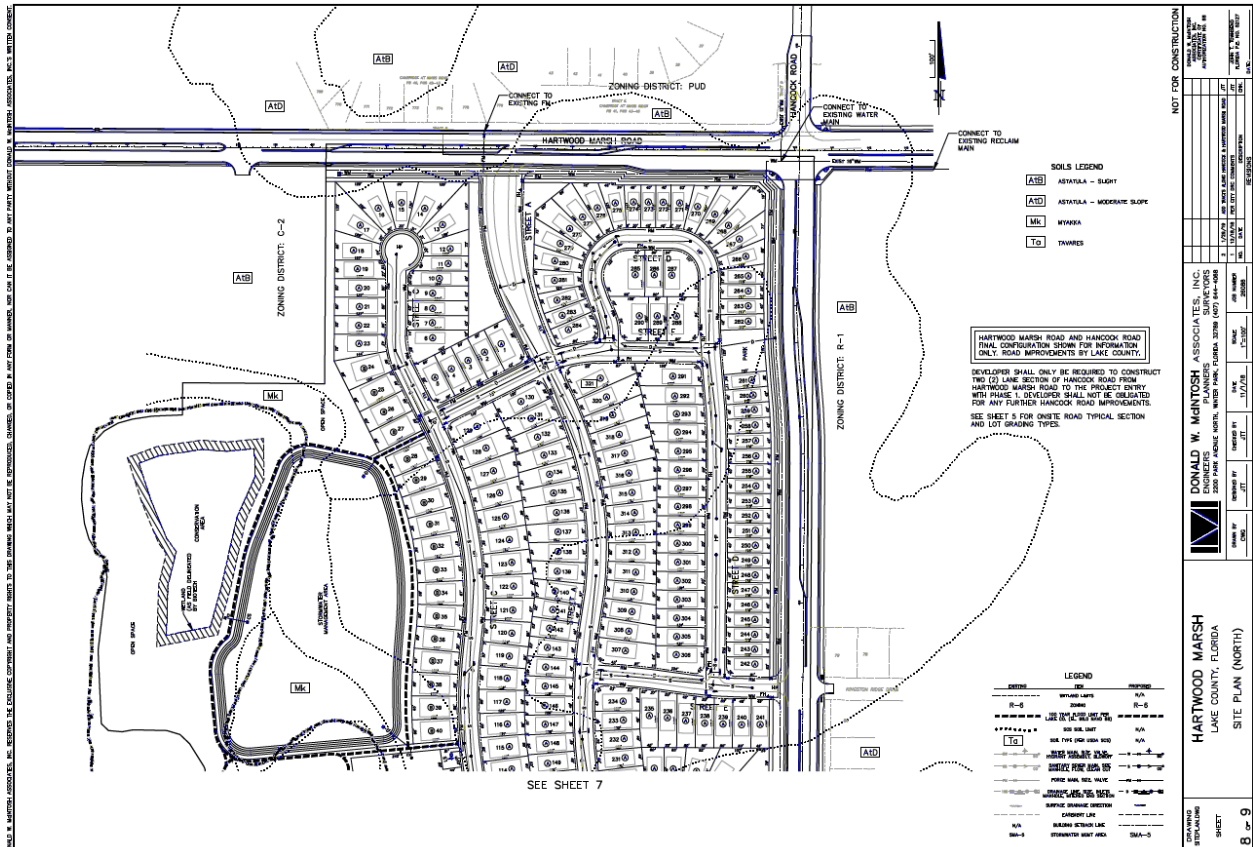
SECTION 13:

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 26th day of March, 2019.

CITY OF CLERMONT

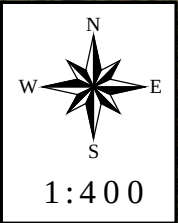
Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney



Parcel: 092326000400002700
Alternate Key: 1663521

Parcel: 092326000400002400
Alternate Key: 3853084

Parcel: 132325090000100000
Alternate Key: 1462428

LEGEND

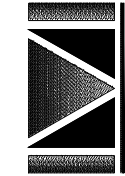
Hartwood Marsh Site (+/- 115.89 acres)

APPLICANT INFORMATION:

Jeffrey B. Fuqua
Hartwood Marsh Residential, LLC
401 Ferguson Drive
Orlando, Florida 32805
(407) 293-6562

Existing Structures — None
Proposed Structural Usage: 321 Dwelling Units

NOTE: THIS MAP IS NOT A SURVEY. IT IS INTENDED TO BE USED FOR PLANNING ACTIVITY FOR THE ABOVE NAMED PROJECT ONLY. THE AERIAL IMAGERY DEPICTED HEREON WAS OBTAINED IN DIGITAL FORMAT FROM FLORIDA DEPARTMENT OF TRANSPORTATION, OFFICE OF SURVEYING AND MAPPING. THE DATE OF THE IMAGE IS MARCH 2017



DONALD W. MCINTOSH
ASSOCIATES, INC.
CIVIL ENGINEERS • LAND PLANNERS • SURVEYORS
2200 PARK AVENUE NORTH
WINTER PARK, FL 32789
PHONE: (407) 644-4068 FAX: (407) 644-8318

Hartwood Marsh
Sections 9 and 16, Township 23 South, Range 26 East
City of Clermont, Florida
REZONING APPLICATION PLOT PLAN
NOVEMBER 2018

Exhibit - Location Map - Fuqua Property

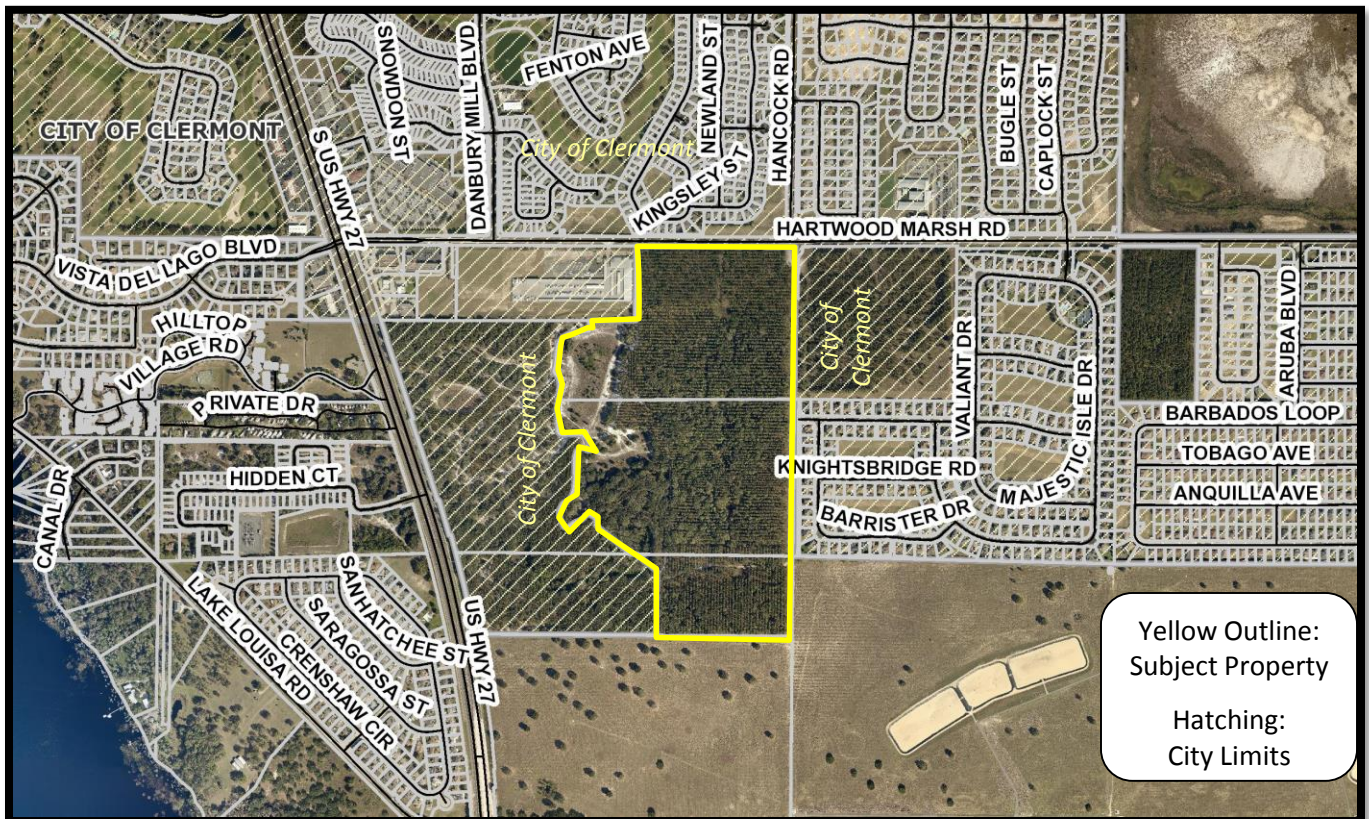
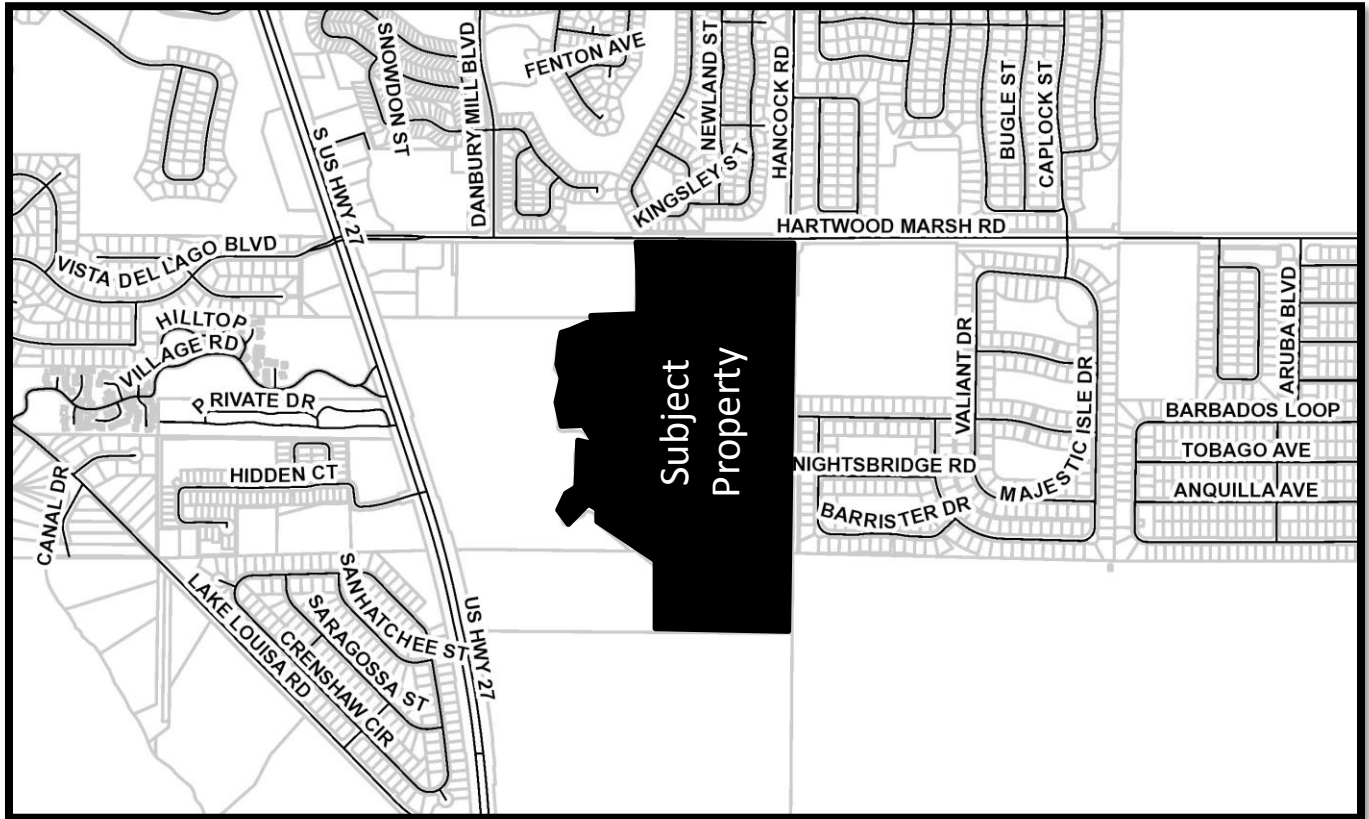


Exhibit – Future Land Use Map – Fuqua Property

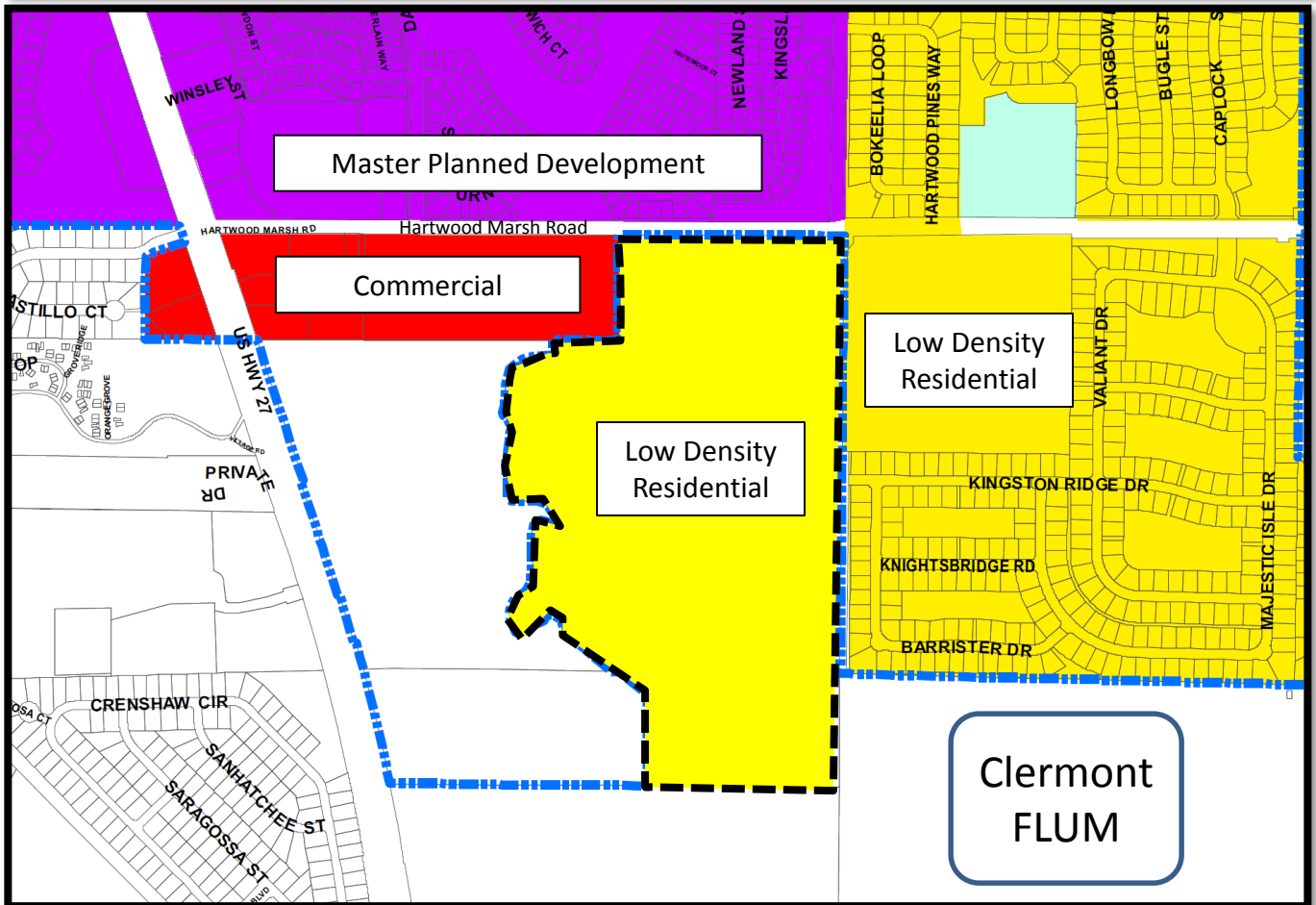
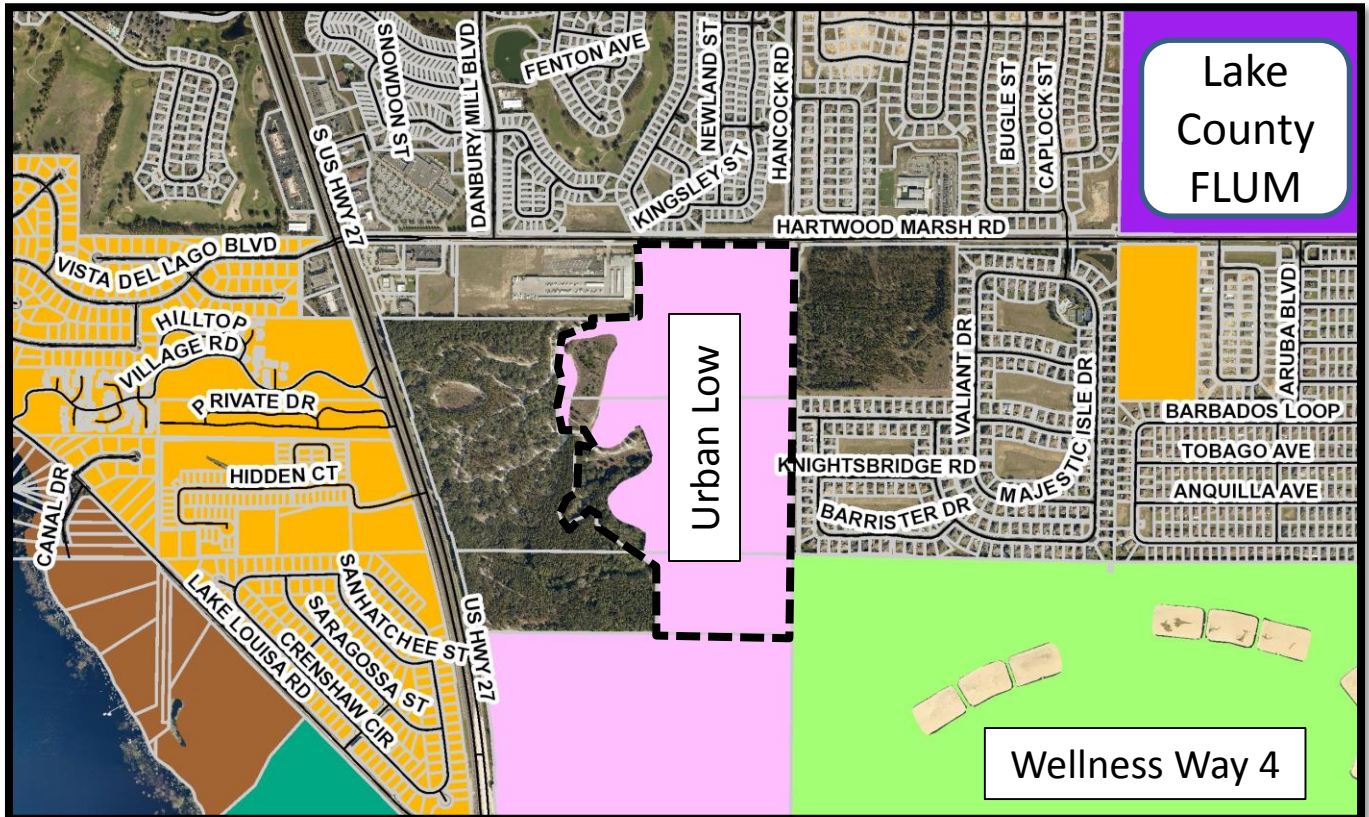
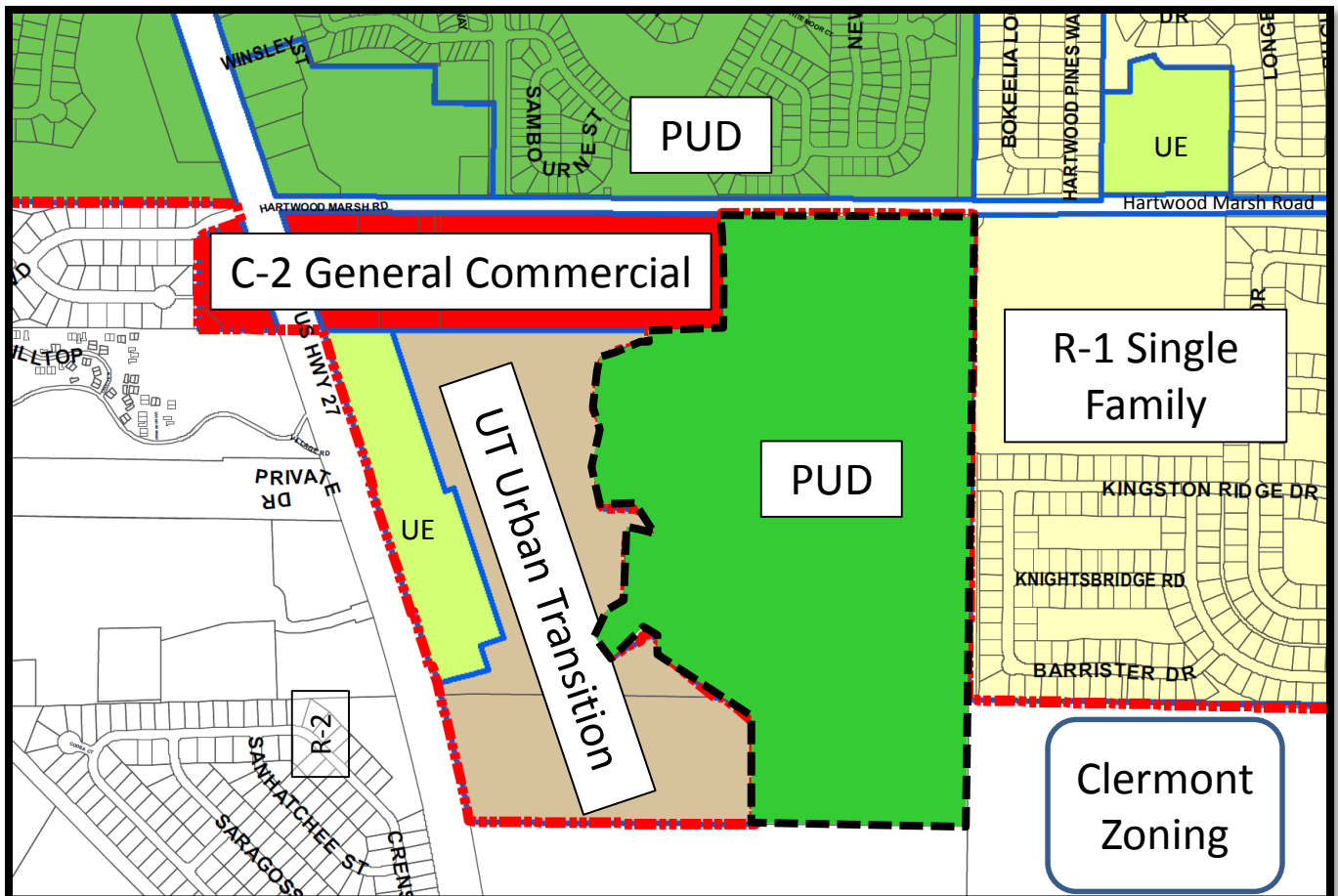
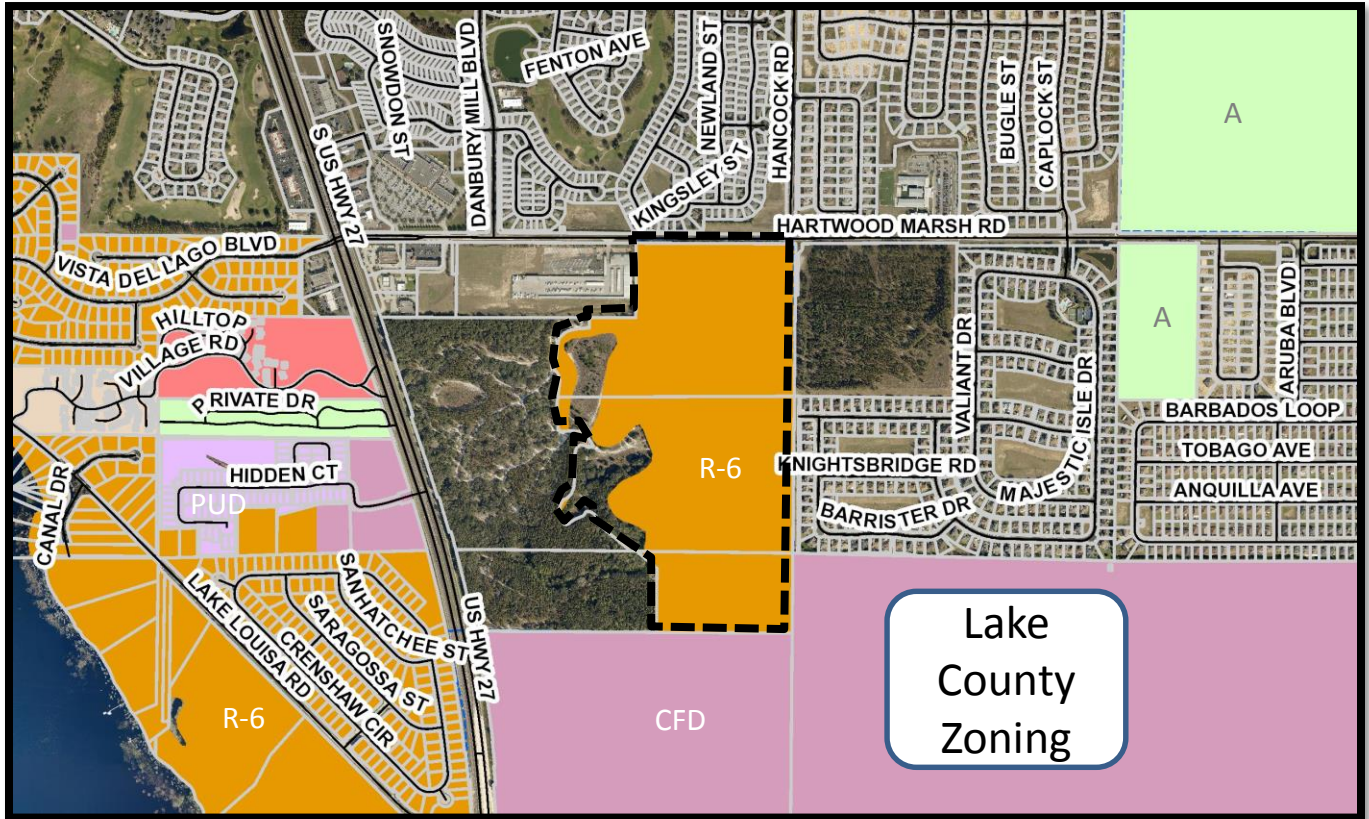


Exhibit – Zoning Map – Fuqua Property



PLANNED UNIT DEVELOPMENT HARTWOOD MARSH RESIDENTIAL

CITY OF CLERMONT, FLORIDA

PREPARED FOR

Hartwood Residential, LLC

401 Ferguson Drive

Orlando, FL 32805

Phone: (407) 293-6562

Contact: Mr. Jeff Fuqua

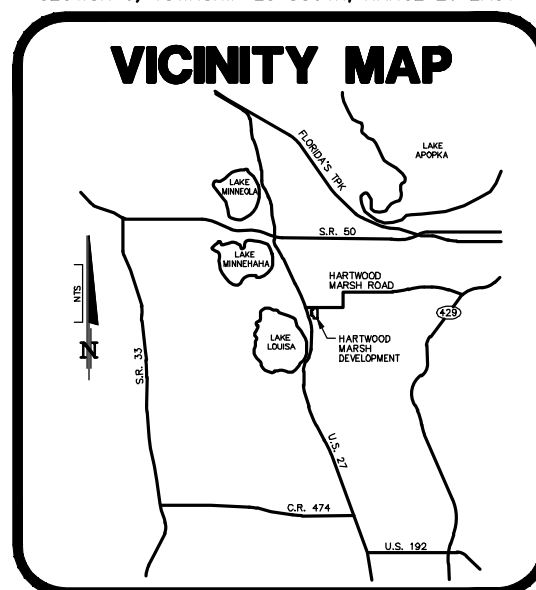
DESCRIPTION:

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°16'54"W, 36.82 feet; thence N78°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 N08°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 Northwesterly 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.

SECTION 9, TOWNSHIP 23 SOUTH, RANGE 26 EAST



REVISED JANUARY 29, 2019
NOVEMBER 1, 2018

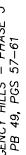


DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068

SHEET INDEX

1. COVER SHEET
2. EXISTING CONDITIONS
3. EXISTING CONDITIONS
4. AERIAL, SOILS & FLUCCS
5. PLANNED UNIT DEVELOPMENT
6. NOTES

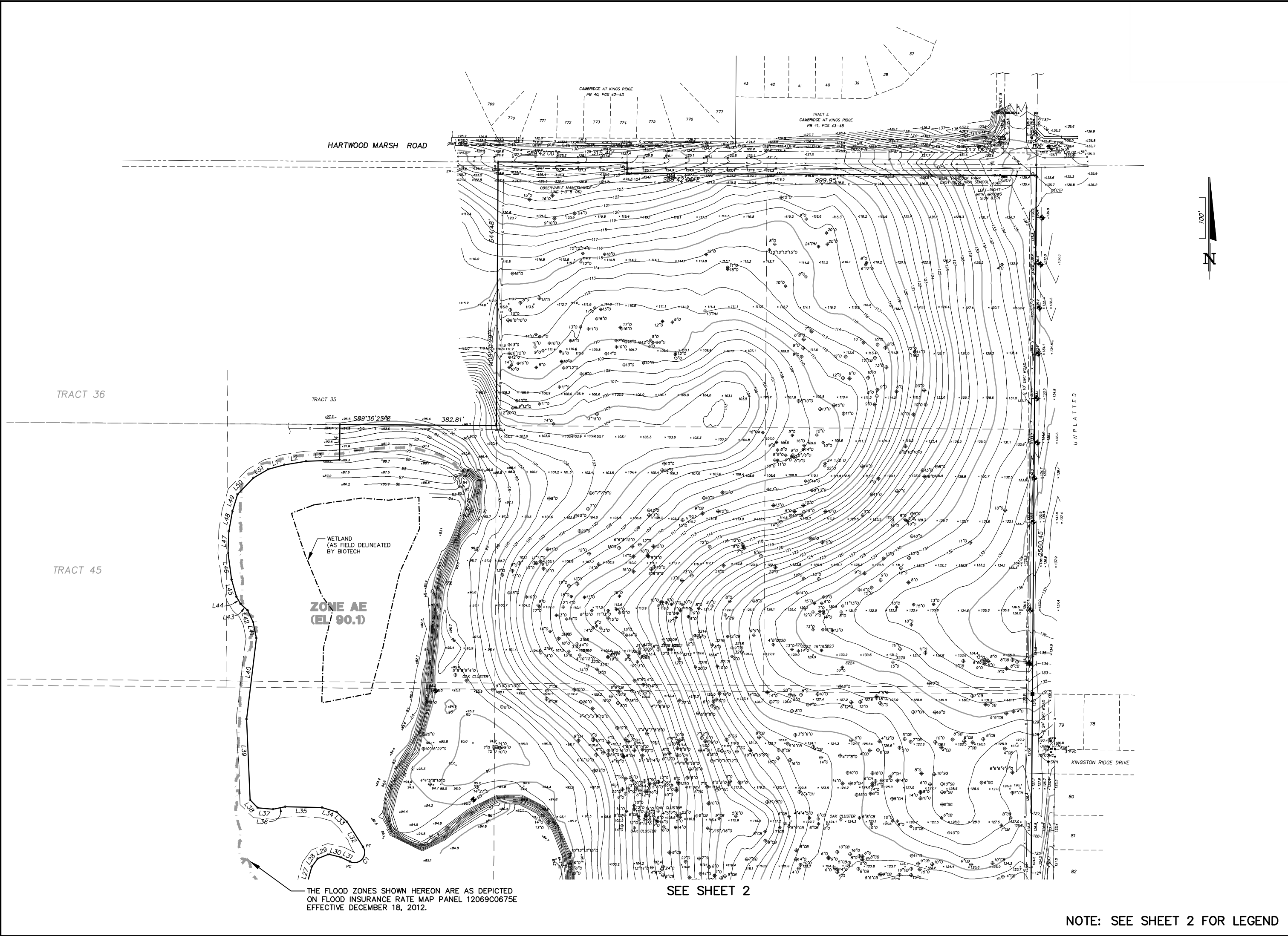
UPLAND



TRACT 3
MONTE VISTA PARK FARMS
PLAT BOOK 2, PAGE 27

6 OF 21

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DRAWING TOPO.DWG	SHEET	HARTWOOD MARSH RESIDENTIAL CITY OF CLERMONT, FLORIDA		DONALD W. MCINTOSH ASSOCIATES, INC. ENGINEERS 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068		DONALD W. MCINTOSH ASSOCIATES, INC. CERTIFICATE OF AUTHORIZATION NO. 68	
		EXISTING CONDITIONS		PLANNERS SURVEYORS		NO. DATE DESCRIPTION	
3 OF 6		DESIGNED BY DWMA	CHECKED BY N/A	DATE 11/1/18	SCALE 1"=100'	JOB NUMBER 26086	NO. DATE DESCRIPTION
							REVISIONS

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SOILS LEGEND

- [AtB] ASTATULA - SLIGHT
[AtD] ASTATULA - MODERATE SLOPE
[Mk] MYAKKA
[Ta] TAVARES

FLUCCS LEGEND

- [190] OPEN LAND
[310] HERBACEOUS RANGELAND
[411] PINE FLATWOODS
[414] PINE/MESIC OAK
[441] CONIFEROUS PLANTATIONS
[618] WILLOW AND ELDERBERRY
[643] WET PRAIRIES

HARTWOOD MARSH RESIDENTIAL
CITY OF CLERMONT, FLORIDA
AERIAL, SOILS & FLUCCS

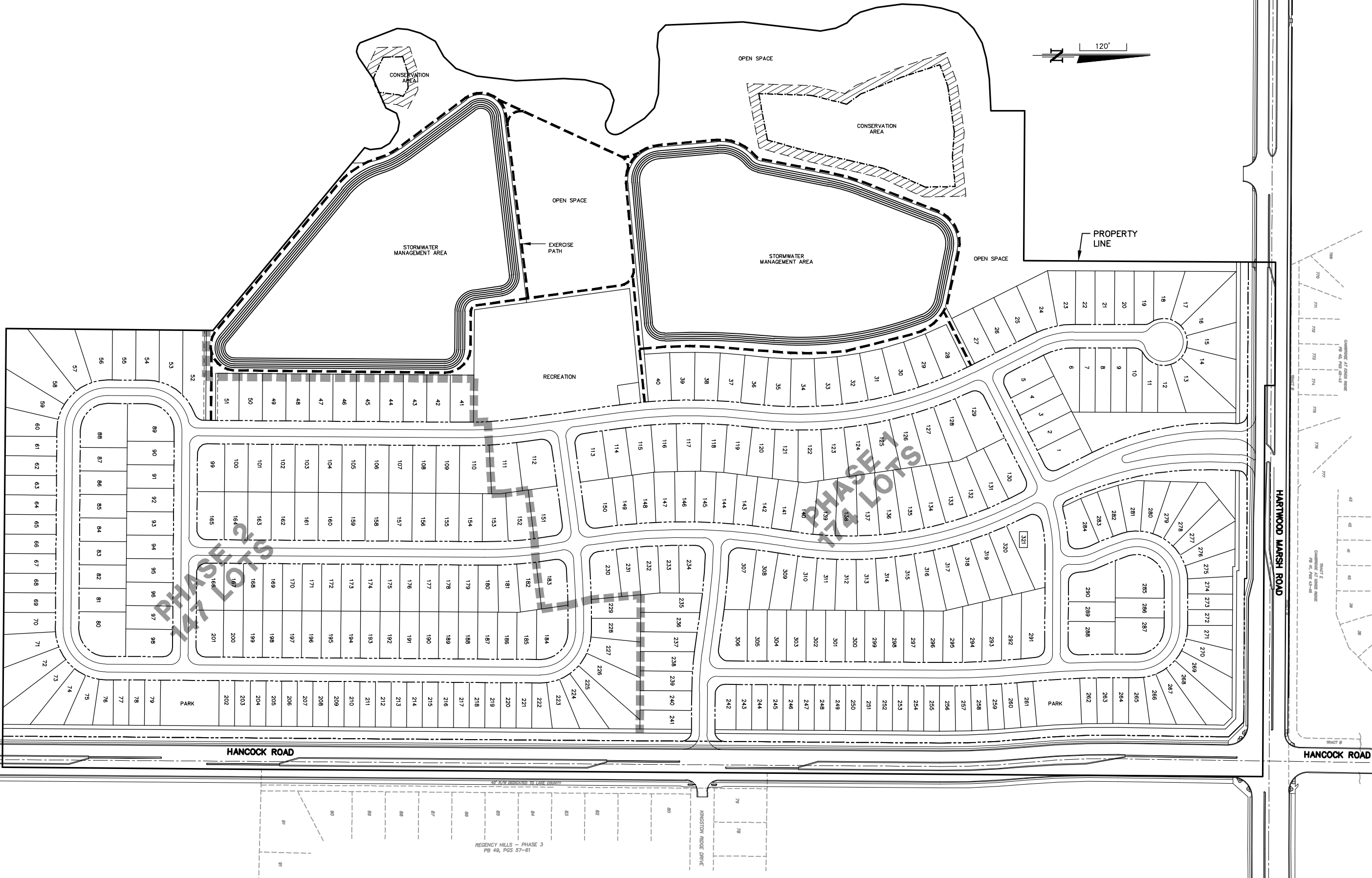
DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068

DONALD W. MCINTOSH ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. 68

NO.	DATE	DESCRIPTION	CHK.

DRAWN BY	DESIGNED BY	CHECKED BY	DATE	SCALE	JOB NUMBER
CWG	JTT	JTT	11/1/18	1"=120'	26086

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HARTWOOD MARSH RESIDENTIAL
CITY OF CLERMONT, FLORIDA
PLANNED UNIT DEVELOPMENT

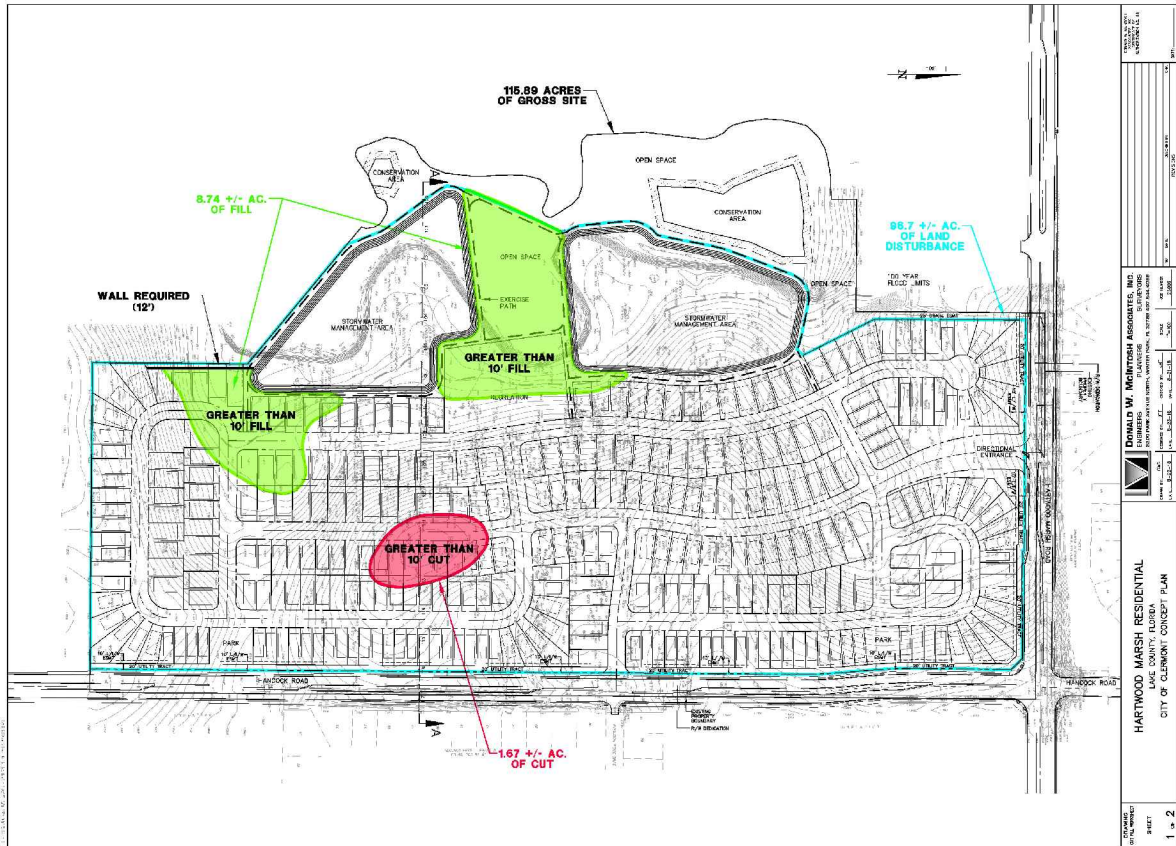
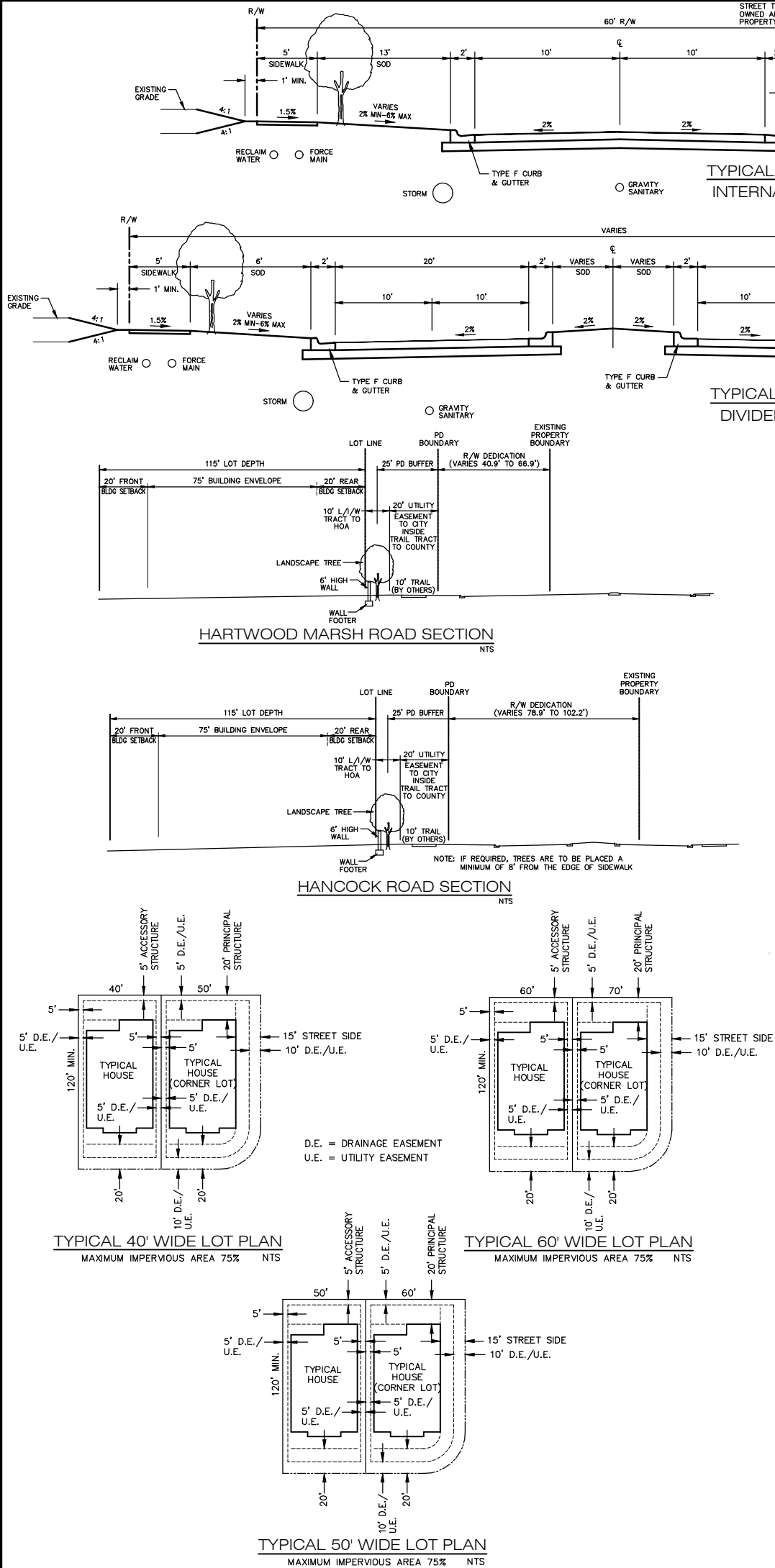
DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068

DONALD W. MCINTOSH ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. 68

NO.	DATE	DESCRIPTION	REVISIONS
1	12/18/18	PER CITY DRC COMMENTS	JTT
2	1/23/19	ADD TRACTS ALONG HANCOCK & HARTWOOD MARSH ROAD	JTT

DESIGNED BY	JTT	CHECKED BY	JTT	DATE	8/1/11	SCALE	1"=120'	JOB NUMBER	26086
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REQUIRED WAIVERS FROM THE CITY OF CLERMONT, FLORIDA
CODE OF ORDINANCES, LAND DEVELOPMENT CODE
SUBDIVISION REGULATIONS - SECTIONS 94, 110, 114 & 122

Sec. 94-195 - Clearing and grading review criteria

A Waiver from Section 94-195(c) "Grading for subdivisions shall conform to the following standards of review, in addition to those in subsection (a) of this section", paragraph (2) "Elevation changes in topography shall be limited to ten feet." is required to allow elevation changes of up to fifteen feet (15') in no more than ten percent (10%) of the proposed Land Disturbance Area.

Sec. 110-192. - Layout.

A Waiver from Section 110-192 (3) "Proposed streets shall be designed to provide access to adjoining unsubdivided tracts at appropriate locations for future subdivision." is required inasmuch as the adjacent parcels are either restricted, conservation or commercial uses.

Sec. 110-211. - Lots and blocks

A Waiver from Section 110-211 (1) "The approvable number of lots in the subdivision shall be determined based upon the net useable acreage of the property to be subdivided (i.e., gross acreage minus lands in the 100-year floodplain, water bodies, and lands located below any defined jurisdictional wetland area)." is required to acknowledge that the density calculation for the proposed number of lots is made prior to deducting the acreage to be dedicated as Public Right-of-Way.

A Waiver from Section 110-211 (5) "Lots on curves shall be platted to provide the minimum required lot width at the minimum building setback line, and no lot shall have a minimum road frontage of less than 50 feet. Double frontage is undesirable and should be stringently avoided." is required to acknowledge that the proposed plan includes 40 wide lots, has some lots with lot frontage of 30 feet and that the minimum building setback (20 feet) will be measured by drawing a line between the two front lot corners and the two rear lot corners, determining the midpoint of those two lines, connecting the midpoints and measuring then the setback back from that point.

Sec. 110-212. - Easements and miscellaneous dedications.

A Waiver from Section 110-192 3) a. *Standard lot easements.* "A 7.5-foot drainage and utility easement shall be dedicated along all side and rear property lines." is required to accommodate the proposed 5-foot side yard setbacks. A 5-foot drainage and utility easement shall be dedicated along all side and rear property lines.

Sec. 114-4. - Water service.

A Waiver from Section 114-4 (b) "Water distribution system design. The layout of water distribution systems shall comply with the following design criteria and the adopted standard utility details of the city: (2) Extension of lines to project boundaries. Water mains shall be designed to stub out to the project boundaries to serve adjacent unserved properties. This shall include mains in all rights-of-way across the entire project frontage on existing roads without existing mains, and to the property boundary via easement where there is insufficient access to provide a looped system to adjacent unserved properties." is required to acknowledge that the Applicant is dedicating over 7 acres of Right-of-Way and two 20-foot wide City of Clermont Utility Easements outbound of the Right-of-Way. The off-site line extensions proposed will be those specific extensions required to obtain service for the project.

Sec. 114-5. - Sanitary sewer service.

A Waiver from Section 114-4 (b) "Sewer collection system design. The layout of sewage collection systems shall comply with the following design criteria and the adopted standard utility details of the city: (2) Extension of mains to project boundaries. Mains shall be extended to project boundaries to serve adjoining unserved properties. Such extensions will generally be within street stubs or along existing street frontages, but may be required in easements between lots or across open space areas. Where mains are installed within 100 feet of an existing unserved building lot, a service shall be installed for that lot." is required to acknowledge that the Applicant is dedicating over 7 acres of Right-of-Way and two 20-foot wide City of Clermont Utility Easements outbound of the Right-of-Way. The off-site line extensions proposed will be those specific extensions required to obtain service for the project.

Sec. 122-343. - Fences and Walls.

A waiver from Section 122-343 (c) "Height. (1) For residential uses, no fence, wall, or retaining wall shall exceed four feet in height from the front building line to the front lot line, or exceed six feet in height from the front building line to the rear property line. For corner lots, also known as double frontage lots, no fence, wall or retaining wall shall exceed four feet in height in front of the front setback line of the established district. Corner lots shall be allowed up to six-foot high fences to the property line on the secondary street side, provided there is no obstruction of visibility for adjacent driveways or intersections. Decorative columns and pillars may extend up to one foot above the maximum fence or wall height." is required to accommodate vertical site grade attenuation of up to 15 feet (15' maximum retaining wall height).

Sec. 122-75. - Yards.

A Waiver from Section 122-75 "Minimum yard requirements for the urban estate district are as follows: (3) *Rear yard.* The minimum rear yard setback is 25 feet, except where a rear yard abuts Hartwood Marsh Road, State Road 50 or U.S. Highway 27, a setback of 50-feet shall be maintained. The rear building line on lakefront property shall be measured from the established high-water mark. No construction encroachment may occur in any designated 100-year floodplain except in accordance with policies of the adopted comprehensive plan and after formal approval of a site development plan by the administrative official." is required to allow for a 20-foot rear yard setback on all lots and allowing encroachments into the 100-year floodplain provided appropriate compensating storage is provided. This is, in part, recognition that the Applicant is Dedicating the acreage for the Rights-of-Way required for both Hartwood Marsh and Hancock Roads.

Hartwood Marsh Residential
Preliminary Plat

Total Gross Area*	± 115.69 acres
Wetlands:	± 2.32 acres
Base Site Area	± 113.37 acres
Current Zoning	R-5 (Lake County)
Proposed Zoning:	PLD
Current Future Land Use:	Retail Office (Lake County)
Proposed Future Land Use:	Low Density Residential
Proposed Units:	321 single family units
Gross Density:	2.77 du/ac (321 ÷ 115.69 acres)

* See Property Legal Description prepared by Donald W. McIntosh Associates, Inc. (on cover sheet)

Residential Data

Lot sizes proposed:			
Lot Dimensions	Min. Lot Size	Number of Lots	% of Total
40' x 115'	4,900 sf	86	27
50' x 120'	6,000 sf	135	42
60' x 120'	7,200 sf	100	31

Min lot frontage:	30'
Min. distance between buildings:	10'
Maximum building height:	25'
Maximum impervious surface area:	65% of the gross development parcel

Setbacks:	
Front:	20' min.
Rear:	20'/35' along Hartwood Marsh Rd R/W, 5' for accessory structures (pools, pool enclosures)
Side:	5'
Secondary Front:	20'
Jurisdictional Wetland:	50'

Buffers/Landscaping
10' wide Type B Landscape buffer adjacent Hartwood Marsh Rd & Hancock Rd within 10' landscape/irrigation/wall track (see sections this sheet)

All landscaping within the Development shall comply with applicable regulations of City of Clermont LDC.

Open Space and Recreation

1. Total Open space required: 28.97 AC. (25% of Total Area)
2. Residential Open spaces proposed: 59.35 AC.
3. Recreation proposed: 2.71 AC.
4. Recreation facilities to include: Park with swing set, picnic table.
5. Setbacks for recreational facilities: 50' from street r/w
6. Detailed plans for recreational facilities to be provided with construction plans.

General Notes:

1. Internal street rights-of-way will be 60' in width. Pavement width will vary based on vehicles per day (see cross section). Minimum centerline radius will be 100'.
2. Landscaped areas within the residential development will be maintained by a homeowners' association.
3. Building types and structural concepts will be available during the final design phase of the project.
4. Pools, hot tubs and similar structures shall meet the requirements of the State of Florida Building Code and state statutes.
5. The project may be phased. All phases shall stand alone.
6. Soils on site as shown per USDA Soil Conservation Service Soil Survey of Lake County.
7. The location of the 100 year flood limit shown per FEMA. Stormwater ponds and recreation use may be allowed in flood limits. Flood plain compensating storage shall be provided for any flood plan impacts at time of Final Engineering Design.
8. FLUCCS shown as provided by LFG Environmental & Permitting Services, Inc.
9. One foot contours based on topographic survey by Donald W. McIntosh Associates, Inc.
10. On-site roads will be public.
11. A conservation easement shall be placed over wetland tracts at time of Final Plat.
12. Upon final approval of plat, Developer shall donate the additional rights-of-way depicted hereon for Hartwood Marsh Road and Hancock Road to Lake County and the utility easements and tracts via the final plat of subdivision.

Fire Protection:

1. Fire hydrants shall be provided in accordance with City of Clermont Land Development Regulations. Hydrants shall be installed, tested and approved by City of Clermont prior to combustible material accumulation on the job site.

Utilities:

1. Fire protection will be provided by City of Clermont via central water system.
2. Residential development fire flows will be a minimum of 1,000 GPM with 20 PSI (residual). Per the Clermont JPA, the maximum hydrant spacing is 500' with a maximum hose lay distance of 300'. A hydrant is required at every intersection.
3. Waste water services will be provided by the City of Clermont via waste water collection system.
4. Solid waste disposal will be provided by private franchise.
5. Upsizing of on-site Lift Station (if required by City) will be coordinated at Final Design including provisions for upsize cost sharing or reimbursement.
6. Irrigation of common areas shall be by well.
7. Pressure reducing valves (PRV's) shall be provided at all water and reclaim water connection locations at project entry locations. Exact locations to be provided at Final Engineering Design.

Waivers: See Rezone Approval Minutes by City Council for approved waivers.

Owner/Developer:
Hartwood Residential, LLC
401 Ferguson Street
Orlando, Florida 32805
Phone: 407-425-8276

Engineer/Planner/Surveyor:
Donald W. McIntosh Associates, Inc.
Attn: John T. Townsend, PE
2200 Park Avenue North
Winter Park, Florida 32789
Phone: 407-644-4068
Fax: 407-644-8316

Environmental Consultant:
Bio-Tech Consulting
Attn: John Miles
3025 E. South Street
Orlando, FL 32803
Phone: 407-694-2047
Fax: 407-584-5970

DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068



HARTWOOD MARSH RESIDENTIAL
CITY OF CLERMONT, FLORIDA

DRAWING
NOTES/DWG

SHEET

6 OF 6

NOTES



**CITY OF CLERMONT
REZONING
FILING INSTRUCTIONS**

Any person requesting a Rezoning shall file a complete application and pay a fee as established by resolution of the City Council in the Development Services Department on or before the 1st day of the month; Complete applications may then be scheduled for Public Hearings the following month - on the 1st Tuesday (Planning & Zoning Commission), 2nd Tuesday (City Council first reading only) and 4th Tuesday (City Council adoption). All applications must be complete, and include applicable site plans and/or pertinent descriptive materials in order to be processed. 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 hearings.

A Pre-Application meeting with the Development Services Director (or designated staff) may be required prior to submittal of the application. Please check with the Development Services Department staff.

The Applicant shall provide the following information with this application:

- ▶ Completed application. Include all signatures:
 - ◇ Applicant's signature (if different from owner of record)
 - ◇ Owner's signature (owner of record) unless power of attorney or notarized letter authorizing the applicant to act as the duly authorized agent for the owner is submitted with the application.
- ▶ Proof of ownership – (i.e. Lake County Property record card, tax receipt, deed, or tax receipt)
- ▶ 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 rezoning request. Maximum size for plans is 11" x 17" (two full size copies for detail as needed, depending on rezoning)
 - a. Name, address and phone number of the applicant.
 - b. North arrow, date and scale.
 - c. Property lines, existing structures, proposed structures and contiguous streets.
 - d. A short description of the proposed structural usage.
 - e. A topographical map with five (5) foot contour lines (if deemed necessary for clarification purposes by City staff).
- ▶ Fee: \$542.⁰⁰ plus the cost of the advertisement



**CITY OF CLERMONT
REZONING
APPLICATION**

DATE: _____

FEE: \$542.⁰⁰
+ cost of advertisement

PROJECT NAME (if applicable): Hartwood Marsh

APPLICANT: Hartwood Marsh Residential, LLC

CONTACT PERSON: John Florio, P.E. - Donald W. McIntosh Associates, Inc.

Address: 2200 Park Avenue North

City: Winter Park State: FL Zip: 32789

Phone: 407-644-4068 Fax: 407-644-8318

E-Mail: jflorio@dwma.com

OWNER: Hartwood Marsh Residential, LLC

Address: 401 Ferguson Drive

City: Orlando State: FL Zip: 32805

Phone: 407-293-6562 Fax: 407-291-2815

Address of Subject Property: Hartwood Marsh Road, Clermont, FL 34711

Legal Description (include copy of survey): See attached

Acreage: 115.89 Land Use: Urban Low Density
(City verification required)

Present Zoning: UE Proposed Zoning: CUP/PUD
(City verification required)



**CITY OF CLERMONT
REZONING
APPLICATION
Page 2**

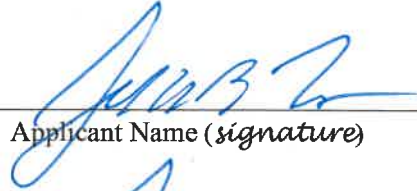
Answers to the following questions are required to complete this application.

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

Requesting rezone to accomodate desired lot size range from 40' wide to 60' wide as a Planned
Development (PUD) Zoning designation.

Jeffry B. Fuqua
Applicant Name (print)

X


Applicant Name (*signature*)

Jeffry B. Fuqua
Owner Name (print)

X

 MAN 16
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

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: 10084266
Phone: (352) 241-7331
Date: 01/16/19
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	01/29/2019	02/26/2019	\$534.36

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. 2019-09

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, an effective date and publication.

LOCATION:

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

LEGAL DESCRIPTION

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, 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.

From: Urban Estate and Urban Transition
To: Planned Unit Development

This request will be considered by the Planning & Zoning Commission on Tuesday, February 5, 2019 at 6:30 p.m.

A public meeting to consider the request will be held before the City Council on Tuesday, March 12, 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.

Tracy Ackroyd Howe, MMC
City Clerk

Ad No: 10084266
January 29, 2019 &
February 26, 2019

Payment Info	
Ad Price	\$534.36
Tax	\$0.00
Sub Total	\$534.36
Prepaid Amount	\$0.00
Balance Due	\$534.36



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date

Tuesday, March 26, 2019

Agenda Item Name

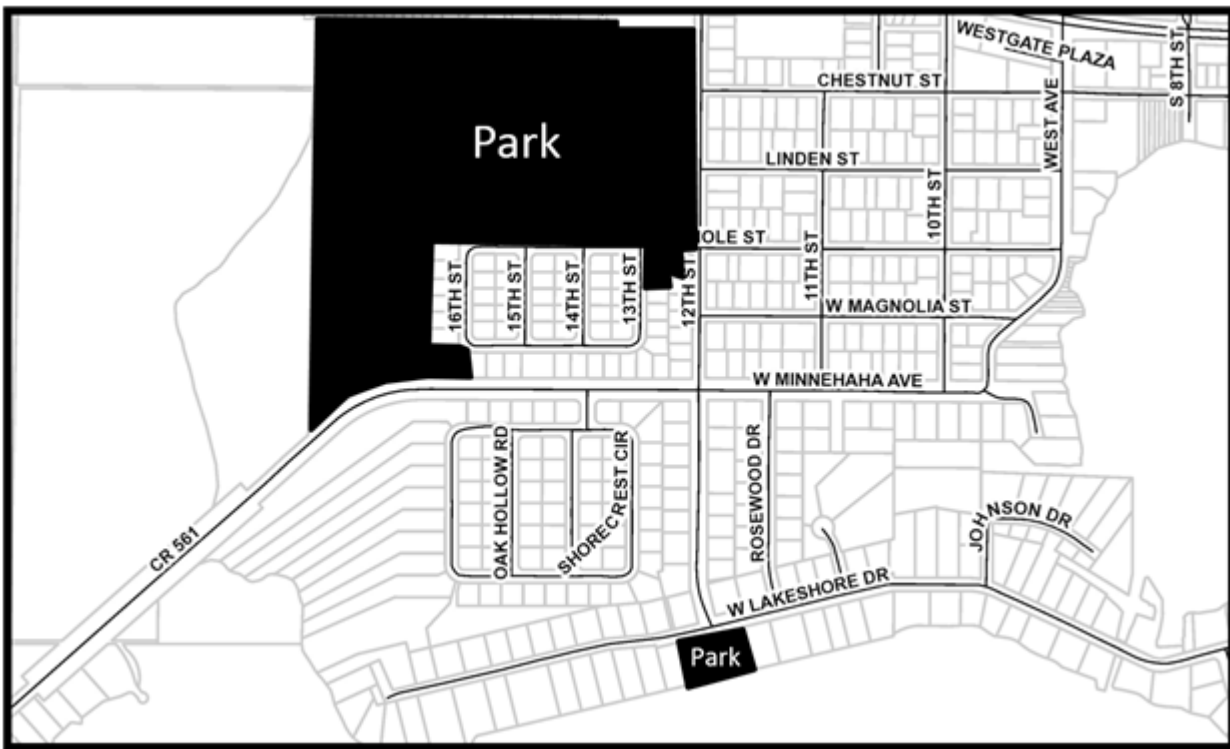
Ordinance No. 2019-17 *Final*
City Parks Rezoning

Requested Action

Recommend approval 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'



CITY OF CLERMONT
ORDINANCE NO. 2019-17

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.

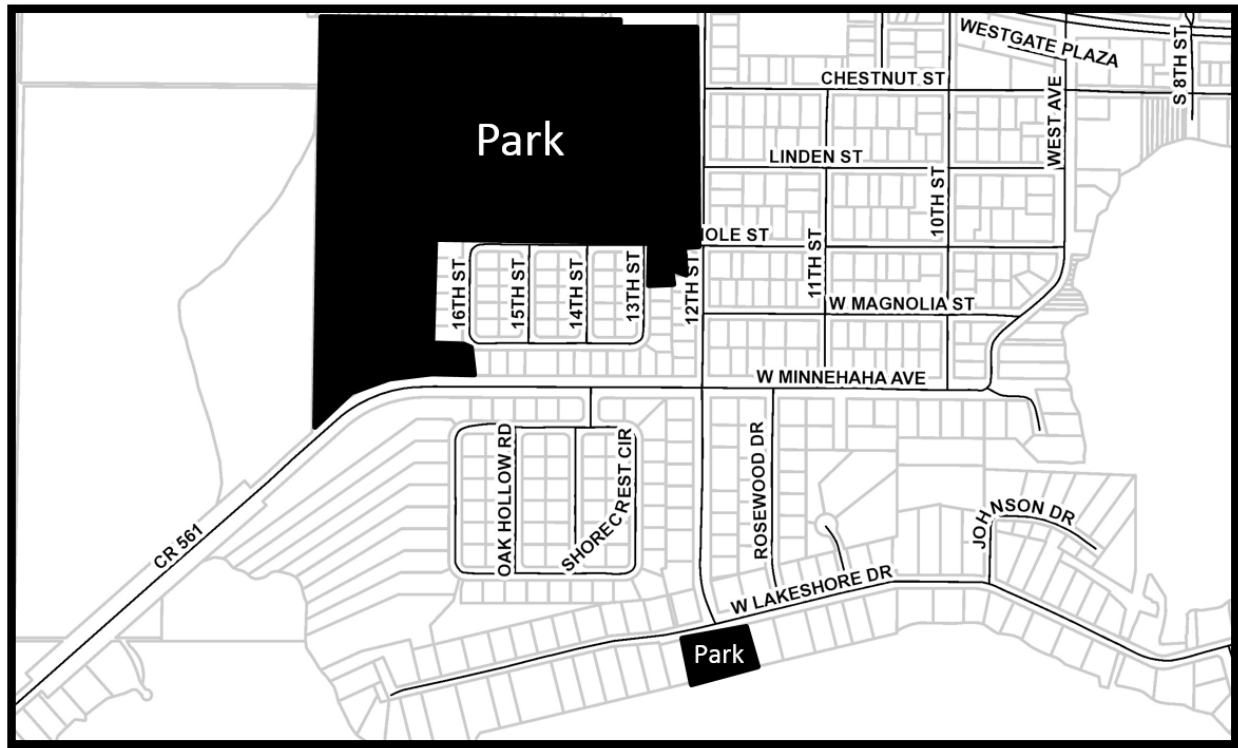
Should any Section or part of this Section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply to or affect any other provision of this Ordinance, except to the extent that the entire Section or part of the Section may be inseparable in meaning and effect from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

SECTION 4.

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

CITY OF CLERMONT
ORDINANCE NO. 2019-17

Location map:





CITY OF CLERMONT
ORDINANCE NO. 2019-17

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:

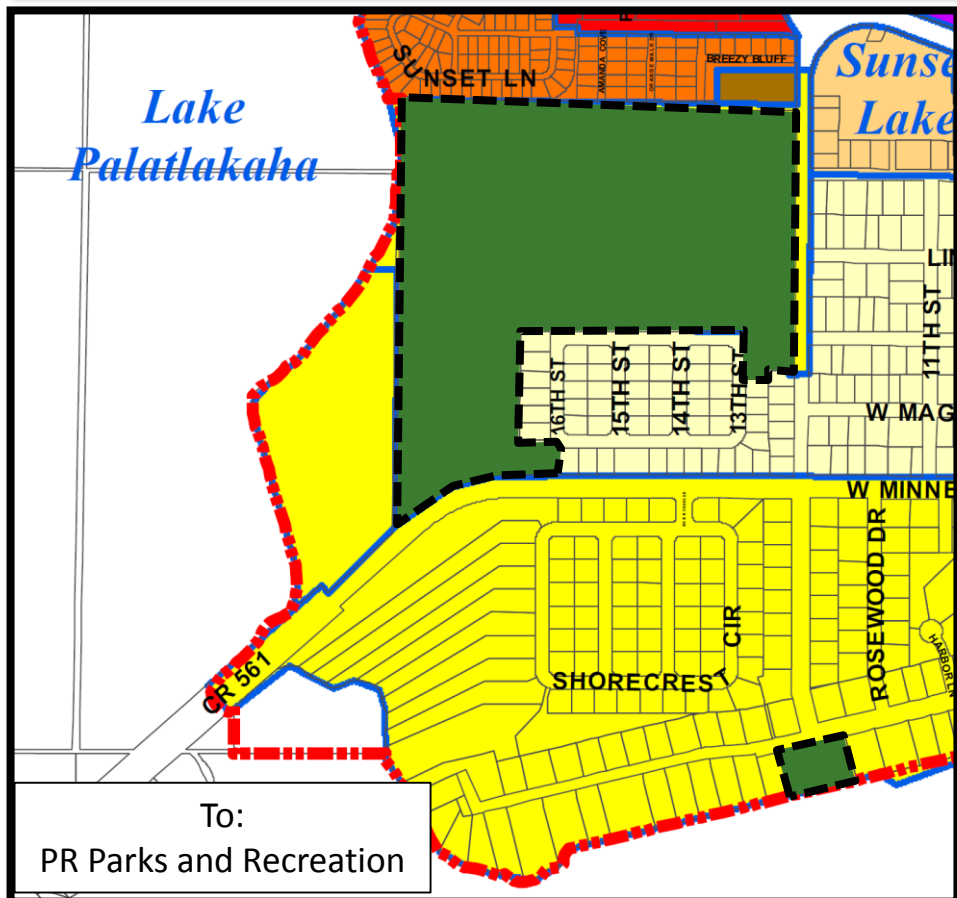
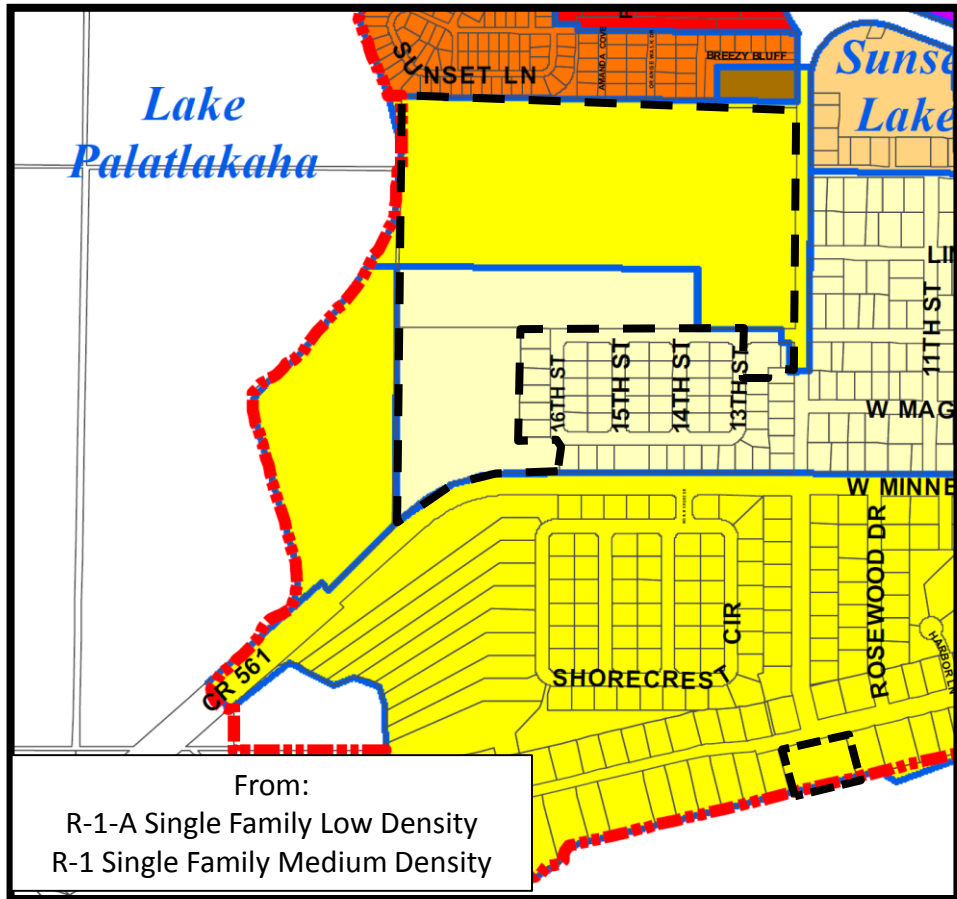
Daniel F. Mantzaris, City Attorney

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

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'

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



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date

Tuesday, March 26, 2019

Agenda Item Name

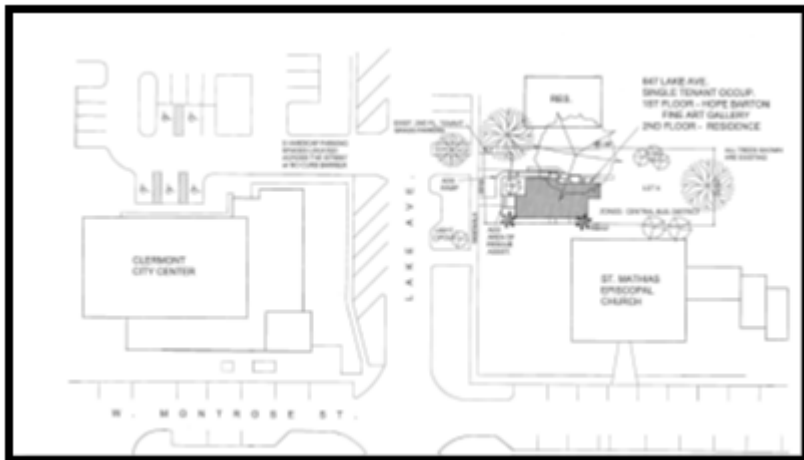
Variance Request
647 Lake Ave.

Requested Action

Recommend approval of the variance request.

Staff Report

The applicant, is requesting a variance to allow for a reduction of (1) one parking space instead of the minimum requirements of the Land Development Code, Section 98-14. The subject property is located at 647 Lake Avenue. The parcel zoning is CBD Central Business District, and currently has a two story building on site. The applicant is requesting to use the existing structure as a mixed use development with a residential unit on the second floor and art gallery for a local artist on the first floor of the building. The building is approximately 1,700 square feet with two on-site parking spaces for the residential use. The Code requires a minimum of three parking spaces with the updated parking code Ordinance No. 2018-28 for the Central Business District. The applicant is requesting a variance for the one space deficit for the required on-site parking space.



The existing structure is located within the Downtown CRA and Central Business District which encourages mixed use development that include residential, retail and commercial uses. The applicant will not be changing the existing historical building façade for the building constructed in 1915, but will be making minor changes for compliance to ADA and any fire and building codes requirements needed for the conversion from residential to commercial use for the first floor. The applicant would like to utilize the downtown parking for the commercial use. Other business establishments have been granted similar variances.

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 it meets these findings in a positive way and recommends approval of the variance request.

Additional Analysis

Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	New 86-174 Review Criteria-647 Lake Avenue Variance	New 86-174 Review Criteria-647 Lake Avenue Variance.pdf
2.	LOCATION MAP	LOCATION MAP.pdf
3.	647 Lake Avenue Zoning Map	647 Lake Avenue Zoning Map.pdf
4.	Site Plan	Site Plan.pdf
5.	Application	Application.pdf
6.	Legal AD -647 Lake Avenue	Legal AD -647 Lake Avenue.pdf

647 Lake Avenue - Variance

The requirements for a variance are as follows:

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

FINDINGS:

- (1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;
Applicant response: The art gallery will be located in the CBD, behinds the St. Mathias Episcopal and next to the Clermont City Center. The city has provided ample parking as shown on the site plan, in the immediate vicinity of the gallery.

Staff comments: The variance request is to allow for a parking space deficient of 1 space for required onsite parking requirements of the Land Development Code, Section 98-14. The variance request will allow a mixed use development at the existing site. The intent of the Central Business District is to allow a mixture of residential, commercial and offices uses in this area. The applicant is proposing an Art Gallery on the bottom floor with residential on the top floor of the two story building. The code requires a total of 3 spaces for the mixed use development, the site has 2 on site spaces for the residential use and is requesting a variance for the 1 space deficient. The variance request should not interfere with adjacent property owners, there is city provided street parking in front of the property and across the street.

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: The property will be used for the Hope Barton Fine Art Gallery which will be a compliment to the Central Business District.

Staff comments: The variance request is the minimum variance that will allow reasonable use of the property. The proposed use is consistent with the intent of mixed use development in the CBD zoning and the Downtown Redevelopment Plan. The use is not out of character with other properties in the CBD 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: Granting this variance will allow the historical significance of the structure to be maintained and the granting of the variance will not affect the surrounding properties negatively.

Staff comments: The requested variance to the land development code will not further any legitimate city objective, there are other properties in the CBD zoning district that have received similar variances to allow mixed used development.

Positive finding

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

Applicant response: *The City's comprehensive plan is intended to balance natural, physical and economic development/environment and enhance the quality of life –granting of this variance will contribute to this plan.*

Staff comments: *The variance request is consistent with the comprehensive plan goals, objectives and policies for mixed use development.*

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: *On the pre-meeting with City Staff, it was determined that 1 additional space was required. We are requesting this variance for the one parking space as the benefits of granting this variance will outweigh the negative created by denying the variance, ample parking available on Lake Avenue, historical significance and City enhanced and maintained parking.*

Staff comments: *The variance request will make reasonable use of the land and provide redevelopment opportunities within the Central Business District. The proposed mixed use development is consistent with other properties in the area and with the intent of the Land Development Code.*

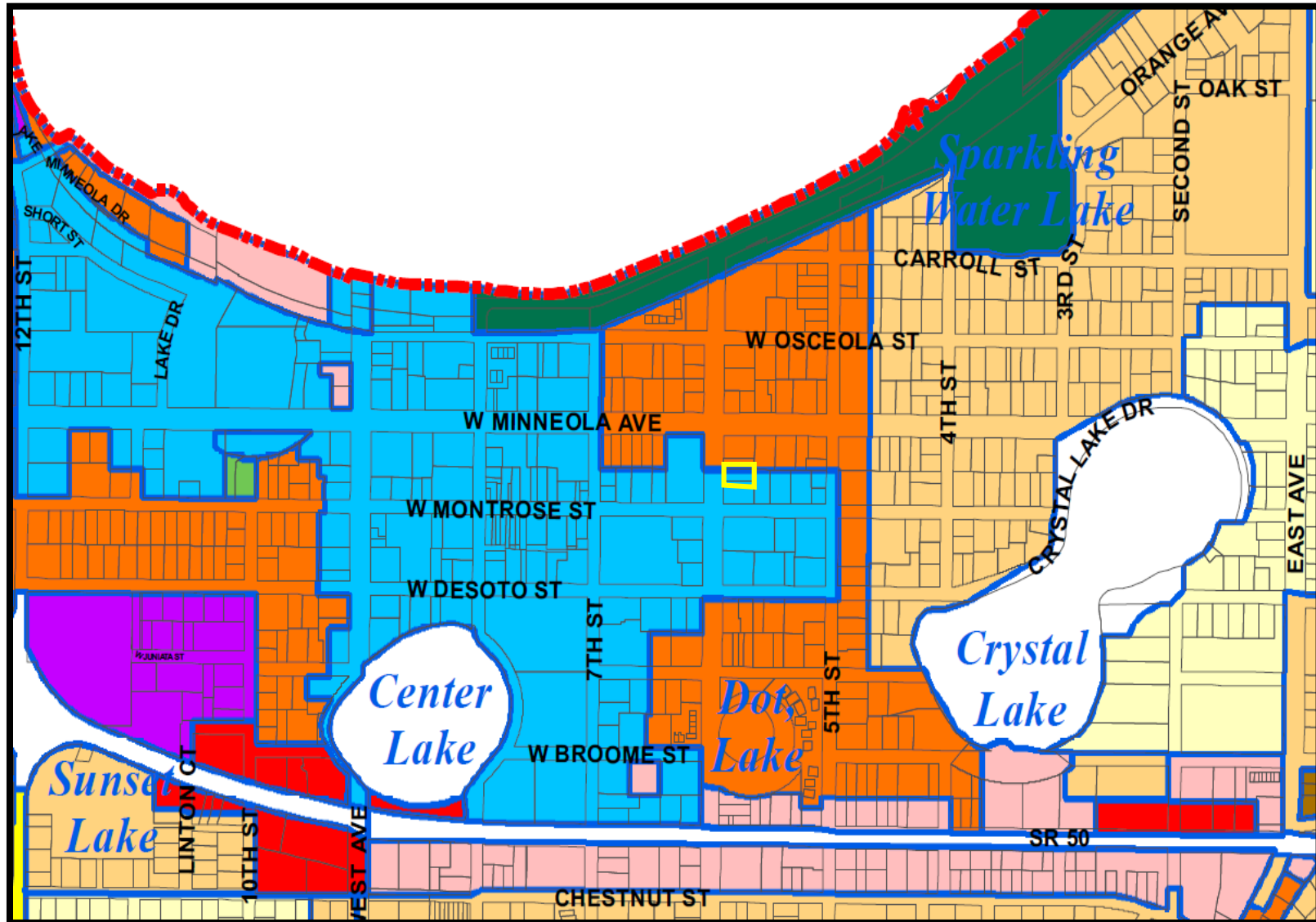
Positive finding

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 - 647 LAKE AVENUE



Clermont Zoning Map

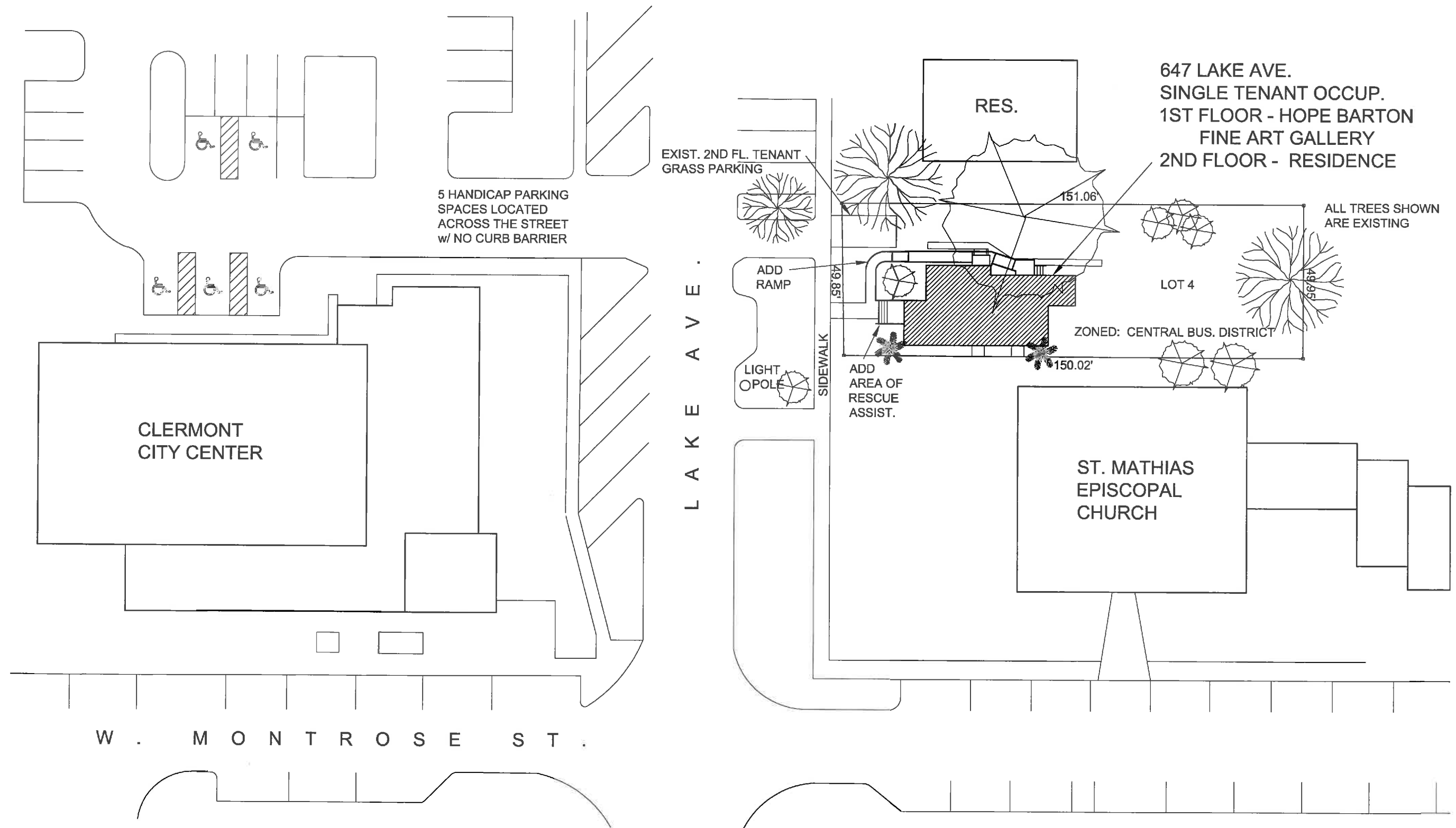


Legend

 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



ARCH. SITE PLAN
 SCALE: 1/32" = 1' - 0"



Nick A. Jones
 Architect, LLC
 1320 Bowman St.
 Clermont, FL 34711
 (352)-394-4700 FL. REG. #0005576

Revisions	No.	Date

Subcontractor / Suppliers Bid Proposals to:

CLERMONT, FLA.
647 LAKE AVE. BUILDING
COVER SHEET, SITE PLAN

Job No.
 121218
 MAR. 1, 2019

Sheet No.
A2

DATE:

VAR 1900005



CITY OF CLERMONT
VARIANCE
Application

DATE: 2/28/2019

FEE: _____

PROJECT NAME (if applicable): 647 Lake Avenue - Hope Barton Fine Art Gallery

APPLICANT: Mohawk Partnership LLP

CONTACT PERSON: Rebecca Mendoza

Address: PO Box 2222

City: Minneola State: FL Zip: 34755

Phone: 352-409-2232 Fax: _____

E-Mail: 2219rebecca@gmail.com

OWNER: Mohawk Partnership - Rebecca Mendoza; Lawa Henry

Address: PO Box 2222

City: Minneola State: FL Zip: 34755

Phone: 352-409-2232 Fax: _____

Address of Subject Property: 647 Lake Ave, Clermont

General Location: West of Clermont City Center,
near corner of Montrose and Lake, in
Clermont Central Business District

Legal Description (include copy of survey): _____

Clermont Lot 4 Blk 56 Pg 8 Pg 17
ORB 4561 Pg 1243

Land Use (City verification required): Central Business District -
Commercial



Zoning (City verification required): Commercial

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:

Request variance of 1 parking spot as required
in Sec 98-3(b)(c); as specified in Sec 98-14.

What are you proposing to do that would require a variance and why? We are proposing
to open a fine art gallery in downtown Clermont; it was determined
per code that we provide 1 additional parking space.

How does the Code create a hardship? There is limited space, the cost is
prohibitive, we are attempting to preserve the historic appearance
of the property and adding a parking spot will be a detriment to the
appearance.

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

Variance requested – subject and code section: Sec 98-3(b)(c); as
specified in Sec 98-14

Sec. 86-174. Review criteria and findings.

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

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

The art gallery will be located in the CBD, behind
St. Mathias Episcopal and next to the Clermont
City Center. The city has provided ample parking, as
shown on the site plan, in the immediate vicinity
of the gallery.



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

The property will be used for the reopening of the Hope Barton Fine Art Gallery which will be a complement to the Clermont Central Business District.

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;

Granting the variance will allow the historical significance of the structure to be maintained and the granting of the variance will not affect the surrounding properties negatively.

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

The city's comprehensive plan is intended to balance natural, physical and economic development/environment and enhance the quality of life - granting of this variance will contribute to this plan.

(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.

In the pre-meeting with City Staff, it was determined that 1 additional parking space was required. We are requesting this variance for the 1 parking space as the benefits of granting this variance will outweigh the negatives created by denying the variance.

- ample parking available on Lake Ave.
- historical significance/appearance preserved
- City enhanced curb/parking will be preserved



CITY OF CLERMONT
VARIANCE
Application
Page 4

Rebecca Mendoza
Applicant Name (print)

X [Signature]
Applicant Name (signature)

Rebecca Mendoza
Owner Name (print)

X [Signature]
Owner Name (signature)

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

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

City of Clermont

Development Services Department.
685 W. Montrose St.
P.O. Box 120219
Clermont, FL. 34712-021 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,

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: 10085993
Phone: (352) 241-7331
Date: 03/14/19
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	03/19/2019	03/19/2019	\$101.63

LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider the request for the following variance: (1) to allow for a reduction of one parking space instead of the minimum number of spaces required by the Land Development Code, Section 98-14.

LOCATION:
Clermont Fine Art Gallery
647 Lake Avenue
(Alt. Key 1713871)

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 26, 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: 10085993
March 19, 2019

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

**AGENDA ITEM**

Meeting Date	
Tuesday, March 26, 2019	
Agenda Item Name	
Variance Request <i>Lakeview Hills</i>	
Requested Action	
Recommend approval of the variance request.	
Staff Report	
The applicant, is requesting a variance to the Land Development Code (LDC), Section 122-242 Special Setbacks, to allow for construction of a driveway less than 5 feet from the east side yard property line instead of requirement of five feet by the Land Development Code. The property is zoned R-1 Single Family Medium Density Residential. The applicant would like to construct a new single family home with a rear loaded garage on vacant parcel 8, in the Lakeview Hills Subdivision. The home as designed will be 11 feet from the east side yard property line with a 9 foot driveway to the rear loaded attached garage. The proposed driveway will be 2 feet from the property line.  Staff has reviewed the application as submitted and is able to support the variance request to allow for construction of a driveway less than five feet from the east side yard property line. The evidence, as presented, will not have a negative visual impact for the proposed construction of a the new single family residential home and driveway. The requested driveway will not be out of character with the neighborhood and surrounding areas. The existing neighborhood character has existing single family houses and lot sizes, this lot is one of the final lots in the subdivision. The proposed new structure will be an improvement to the community and will not be detrimental to the health, welfare and safety of residents residing and working in the area. The construction of the new single family home is not in conflict with the City's Comprehensive Plan. Section 86-174 of the Land Development Code requires a positive finding on the Review Criteria and Findings in order to grant a variance. Staff has reviewed the application as submitted and finds it has met these findings in a positive way and recommends approval of the requested variance.	

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-Fonseca Variance	New 86-174 Review Criteria-Fonseca Variance.pdf
2.	Location Map	Location Map.pdf
3.	Zoning Map	Zoning Map.pdf
4.	Home Survey	Home Survey.pdf
5.	House Elevations	House Elevations.pdf
6.	Pictures	Pictures.pdf
7.	Applicant Justification Letter	Applicant Justification Letter.pdf
8.	Application	Application.pdf
9.	City of Clermont Ad Copy	City of Clermont Ad Copy.pdf

Fonseca –Lakeview Hills - 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: *There will be no impact from the driveway on the side abutting home next door.*

Staff comments: *The variance request is to allow for a driveway to be constructed less than the required 5 feet from the property line as required by the Land Development Code, Section 122-342 Special Setbacks. The applicant would like to construct a new single family home with the attached garage located in the rear of property. The proposed home is 11 feet from the east side yard property line and is proposing a 9 feet driveway which will only leave 2 feet from the property line, the code requires a minimum of 5 feet for driveways. The proposed driveway is not out of character with other driveways in the neighborhood.*

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: *The are six properties that are closer than 5 feet from the property lines. One is located directly across the street from this property.*

Staff comments: *The variance request is the minimum variance that will allow reasonable use of the property. The applicant will be allowed to construct a new single family residential home in the subdivision. The variance will allow reasonable use of the property and will not be out of character with other properties in the R-1Single Family Medium Density Residential 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: *It does not further any city objective or benefits.*

Staff comments: *The requested variance to the land development code will not further any legitimate city objective, and will provide a new residential home to the existing subdivision. Therefore, providing infill development in this area.*

Positive finding

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

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

Positive finding

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

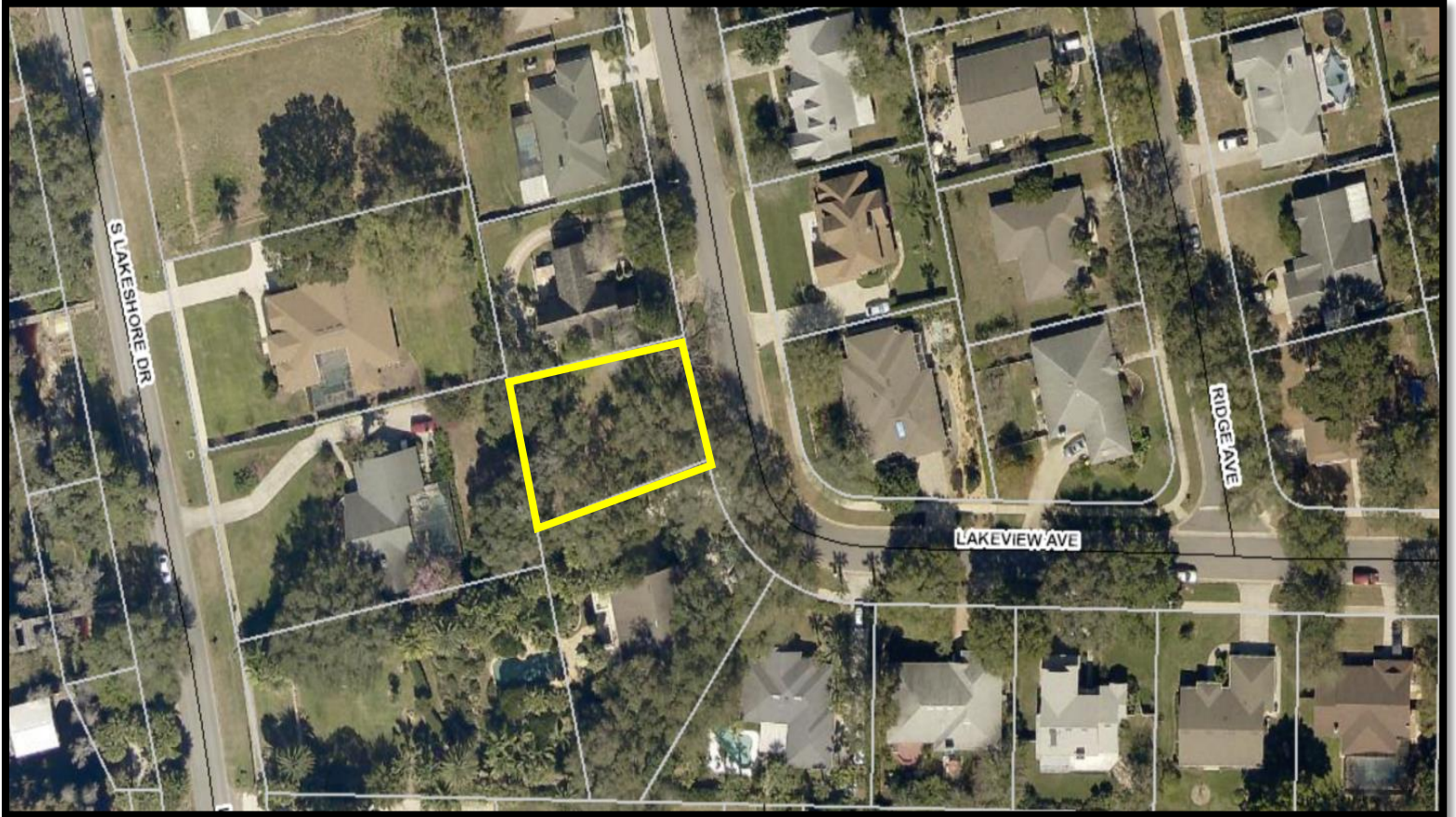
Applicant response: Yes, left 12" of sod.

Staff comments: The requested variance is the minimum to allow reasonable use of the land. The proposed single family residential home will be consistent with other properties in the community and will not be out of character with the surrounding neighborhoods.

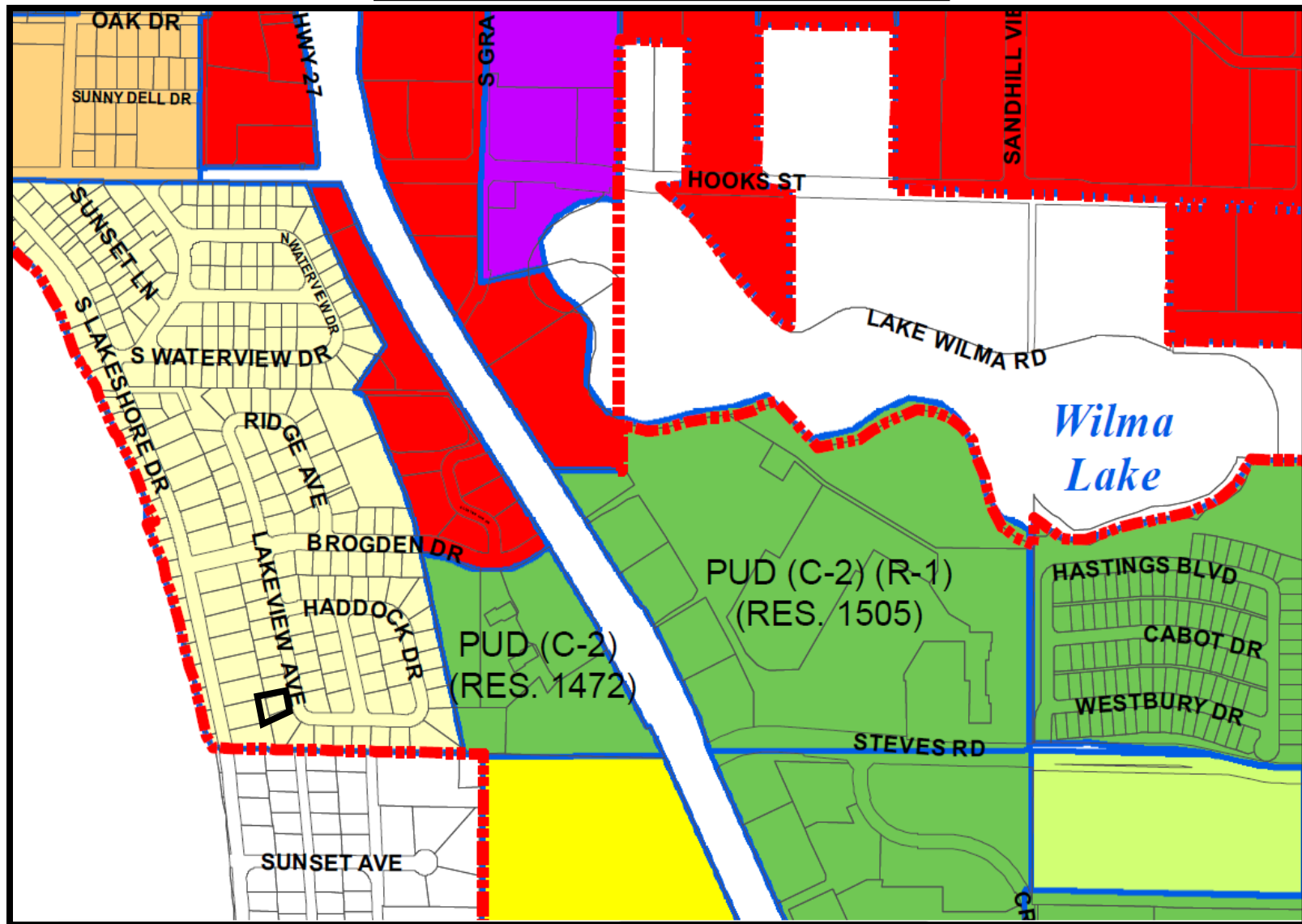
Positive finding

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 – LAKEVIEW HILLS



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



OVERHANGS
EAVES: 16"
GABLES: 12"



CONSTRUCTION DESIGN PER:
FBC 2011 RESIDENTIAL, 6th EDITION
FBC 2011 ENERGY CONSERVATION, 6th EDITION

LAKE DRAFTING
AND GRAPHICS INC.
GROVELAND, FLORIDA 34736
PHONE (904) 373-1142

PLAN REVIEW		DESCRIPTION	DATE
1	PEEL VALLEY		10/1/01
2	SPRING VALLEY CHAMBERS	10/1/01	
3	SPRING VALLEY CHAMBERS	10/1/01	
4	SPRING VALLEY CHAMBERS	10/1/01	
5	SPRING VALLEY CHAMBERS	10/1/01	
6	SPRING VALLEY CHAMBERS	10/1/01	
7	SPRING VALLEY CHAMBERS	10/1/01	
8	SPRING VALLEY CHAMBERS	10/1/01	

"Fonseca"
NEW RESIDENCE FOR

SQUARE FOOTAGE	
WORK SHOP	187
MAIN LIVING	1,987
TTL A/C	2,174
GARAGE	624
COVERED PORCH	204
COVERED BALCONY	204
ENTRY	267

TTL UNDER ROOF 3,473

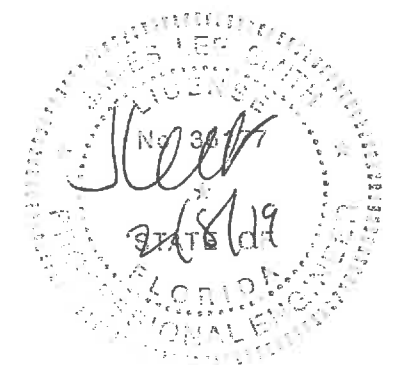
DATE: 7-11-18

DRAWN BY: dw

SCALE: AS NOTED

JOB # 2877

SHEET #





To: City of Clermont
Re: variance for driveway setback
Lot 8 Lakeview Hills phase III

I have purchased a lot in Lakeview Hills subdivision and have worked on having a home planned for the last year. We have completed the plans and now have a contractor to build the home. During the permitting process, we have run into a problem concerning the driveway setback. I'll try to provide you with some information on the hardship that will occur, if we have to maintain that setback.

The home took a while to design, due to the slope of the lot and the size, with the setbacks from the front, rear and sides. The home was difficult to design with the square footage of living space required by the Subdivision and the City. The subdivision rules don't allow two-story homes, so we used the lower part of the lot, in the back of the home, to place our garage. This requires the driveway to be on the side of the home to go around to the back. The one side setback from home is 7 1/2 feet and the side with the driveway is 11 feet. We have one foot to a 9 feet wide driveway and another foot to property line. if we were to design the garage on the upper level, the square footage for the home would be too small or we would have to put most of the home on lower level, making it very hard to provide needed windows, so we didn't even considered that route.

Now, going through the permitting process this seems to be a problem. We have discussed it with our neighbor who is on the side where the driveway is going to be and he said he has no problem with the driveway being there. The drainage of the driveway is not going to be an issue because, according to the builder, he will have the flow of water that will come down the driveway to be controlled by a small burn across the back of the lot. That will control the water run off. The water will run back towards the home off the driveway, as it heads down the side of the house. This will eliminate any flow into the neighbors property.

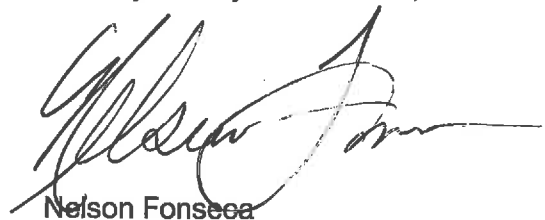
These are the hardships that will occur, if a variance is not granted:

1. Plan a different house and redraw a full set of new plans.
2. The closing with the mortgage company will have to be postponed (all the new plans and paperwork have to be resubmitted)
3. Site and survey drawings have to be redone.
4. Mortgage appraisal has to be redone

I have attached four photos of driveways, in this subdivision, where the driveways are much closer than 5 feet from the property line. Also, I would like to point out there are only two lots left in this subdivision, including mine. This subdivision was developed sometime ago, and at that time there was no thought of keeping the building 18 to 20 feet of property line to put in driveway to access garage in the back.

I appreciate the opportunity to discuss the variance I am requesting, and I hope you can grant it.

Thank you for your attention,



Nelson Fonseca



CITY OF CLERMONT
VARIANCE
Application

DATE: 2-12-19

FEE: \$ 300

PROJECT NAME (if applicable): Nelson Fonseca

APPLICANT: Guy Grayford

CONTACT PERSON: Guy Grayford

Address: P.O. Box 1709

City: Minneola State: FL Zip: 34755

* Phone: 3522674512 Fax: —

E-Mail: guy.grayford@gmail.com

OWNER: Nelson Fonseca

Address: 12146 Still Meadow dr.

City: Clermont State: FL Zip: 34711

Phone: 7864892092 Fax: —

Address of Subject Property: Lot 8 Lakeview Ave

General Location: Lakeview Hills off Brogden St.

Legal Description (include copy of survey): Alternate Key

2899140

Parcel 30-22-26-0875-001-00800

Permit # 19-0236

Land Use (City verification required): _____



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:

122-342

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

Placing driveway within the 5' set back that is required.

How does the Code create a hardship?

No way to get around the house to garage below.

******* 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;

There will be no impact from the driveway on the side abutting home next door - 2370 Lakeview Ave.



(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;

There are 6 properties that are closer than
5' from the property line. One is directly across
the street from this property. Address 2375 Lakeview

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;

It does not further any city objective or
benefits

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

NO

(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.

yes left 12" of 5yd.



**CITY OF CLERMONT
VARIANCE
Application
Page 4**

Guy Grayford
Applicant Name (print)

X [Signature]
Applicant Name (signature)

NELSON FONDECA
Owner Name (print)

X [Signature]
Owner Name (signature)

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

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

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

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,

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: 10085918
Phone: (352) 241-7331
Date: 03/12/19
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	03/19/2019	03/19/2019	\$103.50

LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider the request for the following variance: (1) to allow for a reduction of required side yard setback for driveways instead of requirements by the Land Development Code, Section 122-342.

LOCATION:

Vacant parcel located in Lakeview
Hills-Phase III
Lot 8, Block 1
(Alt. Key 2899140)

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 26, 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: 10085918
March 19, 2019

Payment Info	
Ad Price	\$103.50
Tax	\$0.00
Sub Total	\$103.50
Prepaid Amount	\$0.00
Balance Due	\$103.50



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, March 26, 2019		
Agenda Item Name		
Ordinance No. 2019-21 <i>Introduction</i> <i>JJ's Waste & Recycling, LLC</i>		
Requested Action		
Staff Report		
This Ordinance will grant a non-exclusive Garbage Collection Franchise to JJ's Waste & Recycling, LLC for commercial and residential collection. JJ's Waste & Recycling, LLC will be required to pay the established franchise fees for garbage collection. Exhibit A is attached to the Ordinance, which is the proposed non-exclusive commercial roll-off solid waste container collection and disposal agreement between the City of Clermont and JJ's Waste & Recycling, LLC.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2019-21 JJ's Waste & Recycling LLC Garbage Franchise	2019-21 JJ's Waste & Recycling LLC Garbage Franchise.doc	
2. Bond	Bond.pdf	
3. Affidavit	Affidavit.pdf	
4. Certificate of Liability	Certificate of Liability.pdf	
5. Ad	ORD 2019-13.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2019-21

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, GRANTING A GARBAGE COLLECTION FRANCHISE TO JJ'S WASTE & RECYCLING, LLC PROVIDING FOR THE TERM OF THE FRANCHISE AND FOR OTHER PURPOSES CONNECTED WITH A FRANCHISE FOR THE COLLECTION OF GARBAGE WITHIN THE CITY OF CLERMONT.

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

SECTION 1.

The City, acting by and through its City Council, hereby grants unto JJ's Waste & Recycling, LLC, its successors and assigns, a non-exclusive right and privilege to operate a refuse collection system in, upon, over and across the present and future streets, alleys, bridges, easements and other public places of the City, for the purpose of collecting commercial refuse, subject to certain limitations hereinafter set forth.

SECTION 2.

The rights granted herein shall specifically not include:

1. the collection and disposal of all residential refuse;
2. the collection and disposal of all commercial refuse generated by establishments which:
 - (a) utilize 12 or less refuse cans per pick up each with a capacity not exceeding 30 gallons and/or
 - (b) require service two or less times per week.

SECTION 3.

The City hereby grants a non-exclusive franchise to JJ's Waste & Recycling, LLC and JJ's Waste & Recycling, LLC will agree to collect and dispose of commercial refuse other than that described in Section 2 of this Ordinance under the conditions set forth in this Ordinance and in the Franchise Agreement attached hereto and incorporated herein as Exhibit "A".



CITY OF CLERMONT
ORDINANCE NO. 2019-21

SECTION 4.

JJ's Waste & Recycling, LLC shall be an independent contractor and shall enter into a contract with City that provides, among other things, that JJ's Waste & Recycling, LLC shall covenant to hold harmless and indemnify and indemnify the City for any and all damages, including attorney fees, arising out of directly or indirectly and/or by virtue of any claim, whether actual or threatened, of whatsoever nature resulting from the activities of JJ's Waste & Recycling, LLC, its agents, servants or employees, within or without the city limits. JJ's Waste & Recycling, LLC will, within five (5) days from the adoption of this Ordinance, cause to be written a policy of general liability insurance, insuring it and the City against all claims made by any person or persons for personal injuries or property damage incurred in connection with the performance by JJ's Waste & Recycling, LLC, its servants, agents, and employees, of the services required under this Ordinance and the Franchise hereby granted, which said policy shall be written within limits of \$1,000,000 per person and \$3,000,000 per occurrence, and for not less than \$100,000 for damages to property per occurrence.

SECTION 5.

JJ's Waste & Recycling, LLC shall post with the City a surety bond or letter of credit in the amount of \$100,000 guaranteeing the faithful performance by it of all of its obligations and covenants under said Contract.

SECTION 6.

This Franchise and the Contract between the City and JJ's Waste & Recycling, LLC shall be in full force and effect until JJ's Waste & Recycling, LLC, commencing immediately; and this Franchise and Contract shall thereafter be automatically renewed from year to year unless terminated by either party upon not less than sixty (60) days written notice.

SECTION 7.

JJ's Waste & Recycling, LLC shall pay monthly to the City a franchise fee established by separate resolution of the City of Clermont.

SECTION 8.

This Ordinance and the Franchise granted thereby are applicable to all lands lying within the corporate limits of the City and shall be applicable with equal force to any additional lands hereinafter included within the corporate limits of the City, and no such addition of lands or to be excluded from the corporate limits as the same presently exist, shall invalidate this Ordinance or the Franchise granted hereunder, or constitute a basis for any



CITY OF CLERMONT
ORDINANCE NO. 2019-21

adjustment to or claim under any contract which may be executed under the authority of this Ordinance.

SECTION 9.

All ordinances and/or parts of ordinances which are in conflict with this Ordinance are hereby repealed and same shall be of no further force and effect.

SECTION 10.

This Ordinance shall be published as provided by law, and it shall become law and take effect upon its second reading and Final passage.



CITY OF CLERMONT
ORDINANCE NO. 2019-21



CITY OF CLERMONT
ORDINANCE NO. 2019-21

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 9th day of April, 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 “A”

CITY OF CLERMONT NON-EXCLUSIVE COMMERCIAL ROLL-OFF SOLID WASTE CONTAINER COLLECTION AND DISPOSAL AGREEMENT

THIS AGREEMENT is made and entered into this 8th day of May, 2018, by and between the City of Clermont, Florida (“City”), and JJ’s Waste & Recycling, LLC, whose address is 3905 El Rey Road, Orlando, FL 32808 (“Grantee”).

RECITALS:

WHEREAS, City as a municipal corporation of the State of Florida has the authority and right to regulate the use of public right-of-way and related facilities in conjunction with the commercial activity of the collection and disposal of commercial waste; and

WHEREAS, Grantee has requested the City grant to it a non-exclusive franchise right to operate within the incorporated municipal limits of the City of Clermont; and

NOW THEREFORE the parties do hereby agree as follows:

SECTION 1. Definitions. Definitions of terms used in this Ordinance:

- (A) “Refuse” includes all garbage and other trash generated by citizens of the City and businesses within the City.
- (B) “Residential Refuse” is that refuse generated by residents of the City.
- (C) “Commercial Refuse” is that refuse generated by commercial and industrial establishments presently operating in the City and any such establishment which may begin operative during the term of the Contract contemplated herein. Multi-family residential may be considered commercial use.

SECTION 2. Grant of Franchise.

Pursuant to City of Clermont Ordinance No. 2019-21, the City hereby grants to Grantee, and the Grantee hereby accepts, a non-exclusive right and privilege to operate a refuse collection system in, upon, over and across the present and future streets, alleys, bridges, easements and other public places of the City, for the purpose of collecting commercial refuse, subject to certain limitations hereinafter set forth.

SECTION 3. Incorporation of the Ordinance.

The Franchise granted hereunder is issued pursuant to and subject to the provisions of the

Ordinance No. 2019-21 as passed on April 9, 2019, hereinafter “the Ordinance”. Grantee agrees to comply with all provisions of the Ordinance, as amended from time to time by the City in the lawful exercise of its Police Powers.

SECTION 4. Compliance with other Federal, State, and Local requirements.

The Grantee agrees to comply with all applicable federal and state laws, rules and regulations. Failure on the part of the Grantee to comply with material requirements of this Agreement, the Ordinance or/and any other local, state or federal law, ordinance, or rule or regulation relating to the collection and disposal of solid waste will result in the cancellation of this Franchise.

SECTION 5. Insurance, Indemnification, Hold Harmless and Duty to Defend.

- (a) Grantee shall, within five (5) days from the adoption of this Ordinance, cause to be written a policy of general liability insurance, insuring it and the City against all claims made by any person or persons for personal injuries or property damage incurred in connection with the performance by Grantee, its servants, agents, and employees, of the services required under this Ordinance and the Franchise hereby granted, which said policy shall be written within limits of \$1,000,000 per person and \$3,000,000 per occurrence, and for not less than \$100,000 for damages to property per occurrence. In the event that said policy is ever canceled or terminated, Grantee shall notify City immediately with the name and proof of the replacement insurance carrier and policy.
- (b) Grantee does hereby agree to indemnify, hold harmless and defend City from any and all causes of actions or claims of any kind for damages of any kind, including attorney fees, whether actual or threatened, and related in any matter, directly or indirectly to the Grantee’s exercise of any rights granted hereunder, either within or without the City limits.
- (c) Nothing herein shall be construed or act as a waiver of any sovereign immunity the City may enjoy in accordance with applicable law, the protection of which the City expressly reserves.

SECTION 6. Limitation of Grant of Franchise.

The non-exclusive franchise right granted herein is limited by the Ordinance and shall specifically not include the following to the following:

- (a) the collection and disposal of all residential refuse;
- (b) the collection and disposal of all commercial refuse generated by establishments which:

- (1) utilize twelve (12) or less refuse cans per pick up each, with a capacity not exceeding thirty (30) gallons and/or
- (2) require service two or less times per week

SECTION 7. Service Requirements.

Any and all services to be provided hereunder by Grantee shall be performed in accordance with applicable professional standards, this Agreement, the Ordinance, and all Local, State and Federal Laws. In addition thereto, Grantee shall act as follows:

(a) All commercial waste to be picked up by Grantee will be stored in standard manufactured, mechanically serviced containers approved by the City. Grantee will supply such containers as needed by customers. Location of containers is subject to City approval.

(b) Size of containers and frequency of service will be agreed upon by Grantee and each customer. Minimum container size shall be two cubic feet. Containers will be disinfected a minimum of once per week to remove all noxious and/or obnoxious odors.

(c) The rates for each individual customer are to be negotiated between Grantee and each customer it serves. The City and each customer shall be notified of any proposed rate change at least sixty (60) days prior to the effective date of the rate change.

(d) Grantee, its agents, servants or employees shall collect refuse collected hereunder in enclosed, standard, packer-type vehicles approved by the City, and shall perform their obligations hereunder in a courteous, workmanlike manner so as not to create a nuisance for any of the residents of the City. All such commercial refuse collected hereunder shall be disposed in a lawful manner.

(e) Grantee shall have the sole responsibility for the billing and collection of charges provided hereunder. Billings shall be monthly and payable on or before the 15th day of the succeeding month. In the event bills are not paid within this time, Grantee shall have the right to discontinue service for non-payment. Nothing herein shall be construed or act as an acknowledgement or guarantee by City of any fees or billings owed to Grantee.

(f) Collection shall be made during hours as set forth in a schedule approved by the City. All collection will be made as quietly as possible.

SECTION 8. Payment of Franchise Fee.

Grantee shall pay monthly to the City a franchise fee established by separate resolution of the City of Clermont. Grantee shall provide an annual audit report to the City showing gross annual billings and receipts, if requested by the City. Fees to be assessed commencing with the first billing of any customer. In the event services have been provided prior to this agreement, all past due fees calculated from the first billing shall be paid within thirty (30) days of this Agreement.

SECTION 9. Posting of Performance Bond.

Within thirty (30) days of the execution of this Agreement, Grantee shall provide to the City, and at all times thereafter shall maintain in full force and effect for the term of this Franchise or any renewal thereof, at Grantee's sole expense, a performance bond or letter of credit with a company or financial institution and in a form approved by the City in its sole discretion, in the amount of one hundred thousand dollars (\$100,000), consistent with the requirements of the Ordinance and this Agreement.

SECTION 10. Term, Termination and Assignment.

This Franchise and this Agreement shall be in full force and effect until April 9, 2020, commencing immediately; and this Franchise and Contract shall thereafter be automatically renewed from year to year unless terminated by either party upon not less than sixty (60) days written notice sent via U.S. registered or certified mail, return receipt requested, to the other party. This Franchise and the Contract between the City and Grantee may be assignable to an affiliated company by Grantee after it has first obtained the consent of the City for such assignment. In the event of default of any of the terms of the Ordinance of this Agreement, City may terminate this agreement after providing to Grantee thirty (30) days written notice and an opportunity to cure.

SECTION 11. Notice, Proper Form.

Any notices required or allowed to be delivered hereunder or under the Ordinance shall be in writing and be deemed to be delivered when (1) hand delivered to the official hereinafter designated or (2) upon mailing of such notice when deposited in United States Mail, postage prepaid, certified mail, return receipt requested, Federal Express or courier, addressed to a party at the address set forth opposite of the party's name below, or such other address as the party shall specify by written notice to the other party delivered in accordance herewith:

City:

City of Clermont
Attention: City Clerk
685 W. Montrose Street
Clermont, FL 34711

Grantee:

JJ's Waste & Recycling, LLC
Attention: Darrell Corbett

3905 El Rey Road
Orlando, FL 32808

SECTION 12. Disclaimer of Third Party Beneficiaries.

This agreement is solely for the benefit of and shall be binding upon the parties hereto and their respective successors in interest. No right or cause of action shall accrue upon, or by reason hereof, to or for the benefit of any person not a party to this Agreement or a successor in interest.

SECTION 13. Severability.

This Agreement is declared by the parties to be severable.

SECTION 14. Applicable Law and Venue.

This Agreement shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue for any cause of action hereunder shall be exclusively in Lake County, Florida.

SECTION 15. Entire Agreement; Modification.

This Agreement constitutes the entire agreement between the parties and supersedes all previous discussions, understandings and agreements. Modifications to and waivers of the provisions herein may be only by the parties hereto and only in writing.

IN WITNESS WHEREOF, the parties hereto have hereunder executed this Agreement on the ____ day of April, 2019.

CITY OF CLERMONT, FLORIDA

By: _____
Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

GRANTEE:

JJ'S WASTE & RECYCLING, LLC

By: _____
Darrell Corbett

Title: _____

ATTEST: _____
Michelle S. Chambers

Title: _____

Bond No E380742

BOND FOR Refuse Collection Contractor CONTRACTOR
(Type of Contractor)

KNOW ALL MEN BY THESE PRESENTS.

That we, JJ'S WASTE & RECYCLING LLC
of the 3905 EL REY ROAD, ORLANDO, FL, State of FLORIDA, as Principal, and
Great American Insurance Company a corporation duly licensed to do surety business in the State of Florida
as Surety, are held and firmly bound unto the City of Clermont, as Oblige, in
the penal sum of One Hundred Thousand & No/100 DOLLARS (\$ 100,000 00),
lawful money of the United States, to be paid to the Oblige, for which payment well and truly to be made, we bind
ourselves and our legal representatives, firmly by these presnets

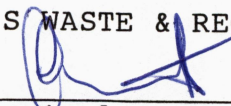
THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That the above bonded Principal has been authorized to
Haul Refuse as per City of Clermont Ordinance No 2011-09-M by the Oblige

NOW THEREFORE, if the Principal shall faithfully perform the duties and in all things comply with the laws and
ordinances, then this obligation to be void, otherwise to remain in full force and effect until January 31
2020, unless renewed by Continuation Certificate

This bond may be terminated at any time by the Surety upon sending notice in writing to the Oblige and to the
Principal at the address last known to the Surety, and at the expiration of sixty (60) days from the mailing of said notice,
this bond shall ipso facto terminate and the Surety shall thereupon be relieved from any liability for any acts or
omissions of the Principal subsequent to the said date. Regardless of the number of eyars this bond shall continue in
force, the number of claims made against this bond, and the number of premiums which shall be payable or paid, the
Surety's total limit of liability shall not be cumulative from year to year or period to period, and in no event shall the
Surety's total liability for all claims exceed the amount set forth above. Any revision of the bond amount shall not be
cumulative

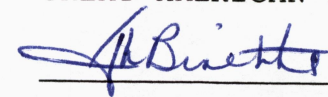
DATED THIS 1st DAY OF February, 2019.

JJ'S WASTE & RECYCLING LLC


Principal

DARRELL CORBETT VP. North America
Name & Title (Print)

GREAT AMERICAN INSURANCE COMPANY


Joline L. Binette
Attorney-In-Fact

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than one

Bond No. E380742

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, the specific bond, undertaking or contract of suretyship referenced herein; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below. The bond number on this Power of Attorney must match the bond number on the bond to which it is attached or it is invalid.

Name
Joline L. Binette

Address
103 Park Street, PO Box 481
Lewiston, ME 04243

Limit of Power
\$100000---

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this

4th day of February, 2019
GREAT AMERICAN INSURANCE COMPANY

Attest



Atty L C. B.
Assistant Secretary

David C. Kitchen
Divisional Senior Vice President

DAVID C. KITCHIN (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 4th day of February, 2019, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 1st day of February, 2019



Atty L C. B.
Assistant Secretary

**AFFIDAVIT OF CORPORATE
IDENTITY/AUTHORITY**

3905 El Rey Road ORLANDO, FL 32808
PO Box 585458 ORLANDO, FL 32858

T 407 298 3932

enquiries@jjswaste.com
www.jjswaste.com

STATE OF Florida
COUNTY OF Orange

COMES NOW, Darrell Corbett, being first duly sworn,
who deposes and says:

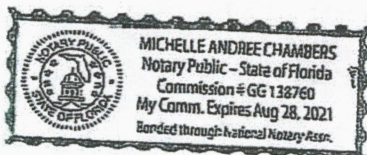
(1) That ~~he~~she is the Vice-President, an officer
of JJ's Waste + Recycling, LLC corporation existing
under the laws of the State of Delaware;

(2) That ~~he~~she is authorized to execute the Non-Exclusive Franchise
Agreement on behalf of the above named corporation; and who has no penal
history to report, and no penal history pending.

FURTHER AFFIANT SAYETH NAUGHT


Darrell Corbett, VP JJ's Waste + Recycling, LLC
Darrell Corbett, VP, Affiant

The following Affidavit was signed, acknowledged and sworn to by Darrell
Corbett before me this 20 day of September, 20 18



Michelle A. Chambers
Notary Public, State of Florida

My commission expires: August 28, 2021



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/01/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER East Coast Global Insurance LLC 340 Central Avenue Suite 204 Dover NH 03820		CONTACT NAME: PHONE (A/C, No, Ext): (603) 842-5968 FAX (A/C, No): (603) 842-5971 E-MAIL ADDRESS: marcw@ecgillc.com	
INSURED JJ's Waste & Recycling LLC PO Box 585458 Orlando FL 32858		INSURER(S) AFFORDING COVERAGE INSURER A: Crum & Forster Insurance Company INSURER B: National Casualty Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	x	x	EPK 121738	03/15/2018	03/15/2019	EACH OCCURRENCE \$ 1,000,000	
	☒ Hired Non Owned Auto						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000	
	☒ Pollution						MED EXP (Any one person) \$ 5,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:						PERSONAL & ADV INJURY \$ 1,000,000	
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			CAO 7769601	05/31/2018	05/31/2019	GENERAL AGGREGATE \$ 2,000,000	
	☐ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE						PRODUCTS - COMP/OP AGG \$ 2,000,000	
							☐ DED ☐ RETENTION \$	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
								☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE	x	x	EFX 110239	03/15/2018	03/15/2019	BODILY INJURY (Per accident) \$	
	☐ DED ☐ RETENTION \$						PROPERTY DAMAGE (Per accident) \$	
							☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	EACH OCCURRENCE \$ 5,000,000
								☐ PER STATUTE ☐ OTH-ER
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$	
	☐ PER STATUTE ☐ OTH-ER						E.L. DISEASE - EA EMPLOYEE \$	
							☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	E.L. DISEASE - POLICY LIMIT \$
								☐ PER STATUTE ☐ OTH-ER

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Clermont 685 W. Montrose Street Clermont, FL 34711 Attn: City Clerk	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  <MW>
--	--

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CERTIFICATE OF LIABILITY INSURANCE

OP ID. DC

DATE (MM/DD/YYYY)

05/10/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)

PRODUCER Underwood Anderson & Assoc Inc P O Drawer 9578 Pensacola, FL 32513-9578 James Carmon Grace		850-434-5526 850-438-0330	CONTACT NAME PHONE (A/C, No, Ext) E-MAIL ADDRESS PRODUCER CUSTOMER ID # LAKEE-1	FAX (A/C, No)
INSURED Orange & Lake Environmental LLC 880 N Bay Rd Mount Dora, FL 32757	INSURER(S) AFFORDING COVERAGE			NAIC #
	INSURER A Bridgefield Employers/Summit			
	INSURER B			
	INSURER C			
	INSURER D			
	INSURER E			
	INSURER F			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	\$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
	GEN'L AGGREGATE LIMIT APPLIES PER						PRODUCTS - COMP/OP AGG	\$
	☐ POLICY ☐ PROJECT ☐ LOC							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	☐ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	☐ HIRED AUTOS							\$
	☐ NON-OWNED AUTOS							\$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	\$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	\$
	DEDUCTIBLE							\$
	RETENTION \$							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☒ WC STATUTORY LIMITS ☐ OTHER	
	ANY PROPRIETOR/PARTY R/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N		083039493	06/30/10	06/30/11	E L EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E L DISEASE - EA EMPLOYEE	\$ 1,000,000
							E L DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS

AUTHORIZED REPRESENTATIVE

Advertising Receipt

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

Account Number: 7101866
Order Number: 10086081
Phone: (352) 241-7331
Date: 03/18/19
Ad Taker: Joanne French

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE Notice is hereby given that the City of Clermont will consider t	03/26/2019	03/26/2019	\$110.98

LEGAL NOTICE

Ad No: 10086081
March 26, 2019

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

ORDINANCE NO. 2019-13

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, GRANTING A GARBAGE COLLECTION FRANCHISE TO JJ'S WASTE & RECYCLING, LLC PROVIDING FOR THE TERM OF THE FRANCHISE AND FOR OTHER PURPOSES CONNECTED WITH A FRANCHISE FOR THE COLLECTION OF GARBAGE WITHIN THE CITY OF CLERMONT.

A meeting to consider the Ordinance will be held before the City Council on Tuesday, April 9, 2019 at 6:30pm for final enactment.

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

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

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made.

Tracy Ackroyd Howe, MMC
City Clerk

Payment Info	
Ad Price	\$110.98
Tax	\$0.00
Sub Total	\$110.98
Prepaid Amount	\$0.00
Balance Due	\$110.98