



**CITY OF CLERMONT
COUNCIL MEETING AGENDA
6:30 PM, Tuesday, September 13, 2016**

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. For items listed on the agenda, each speaker will be permitted 5 minutes to address the Council. For non-agenda items, each speaker will be permitted 3 minutes to address the Council. These time limits may be changed by the Mayor. Thank you for participating in your City Government.

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PROCLAMATION

Constitution Week

PRESENTATIONS

Recognition of Fire Department Lieutenants

2016 Achievement of Excellence in Procurement Award

PUBLIC COMMENTS

REPORTS

CONSENT AGENDA

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

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| Item No. 1 - Meeting Minutes | Consider approval of the August 9, 2016 and August 23, 2016 Regular Council Meeting minutes. |
| Item No. 2 - Plat Approval | Consider approval of the Lakefront Village Plat. |
| Item No. 3 - Surplus Request | Consider declaring end of life inventory as surplus from various departments and dispose of in accordance with the Purchasing Policy. |
| Item No. 4 - Conditional Use Permit Partial Release | Consider a release of specific parcels for Conditional Use Permit 2012-34 that had an incorrect legal description recorded that included other parcels that were not applicable to the Conditional Use Permit. |
| Item No. 5 - Cost Share Agreement Amendment | Consider approval of Amendment to Cost Share Agreement with St. Johns River Water Management District for Lower Floridan aquifer wells up to the amount of \$1,980,000.00. |

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| Item No. 6 - Contract Award | Consider request to piggyback Martin County B.C.C. contract with Allied Universal Corporation to provide water & wastewater treatment chemical in the annual budgeted amount of \$160,000. |
| Item No. 7 - Change Order | Consider change order for existing project, Westside Water Main Loop, to include 1000'LF of 10" HDPE by Directional Bore, including all appurtenances, in Emerald Lakes in the budgeted amount of \$104,164. |
| Item No. 8 - Scope of Services | Consider approval of the scope of services proposal for the East Water Reclamation Facility RIB rerating project in the budgeted amount of \$99,231.00 as part of the plant expansion. |
| Item No. 9 - Funding Agreement | Consider approval of Florida State Legislative Funding Appropriations Agreement in the amount of \$500,000 for the West Lake Wetlands (Victory Pointe) Project. |
| Item No. 10 - Cost Share Agreement | Consider approval of 2016 SJRWMD Cost Share Agreement in the amount of \$940,608 for the West Lake Wetlands (Victory Pointe) Project. |
| Item No. 11 - Grant Agreement | Consider approval of 2016 EPA Section 319 Grant Agreement in the amount of \$412,060 for the West Lake Wetlands (Victory Pointe) Project. |

UNFINISHED BUSINESS

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| Item No. 12 - Ordinance No. 2016-37 <i>Final Police Pension</i> | Consider ordinance adoption to amend the Police Officers Pension Plan. |
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NEW BUSINESS

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| Item No. 13 - Variance Request
<i>Forth</i> | Consider a variance request to allow a storage building to be placed in front of the front building line on property located at 955 W. Desoto Street. |
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Item No. 14 - Lien Release

Brandman and Boling

Consider request for reduction of waiver and lien release.

Item No. 15 - Ordinance No. 2016-28 *Introduction*

Extreme Groves

Consider ordinance introduction to annex 66 +/- acres for property located south of Champagne Drive, west of Orange County line, and north of Hartwood Marsh Road.

Item No. 16 - Ordinance No. 2016-30 *Introduction*

Extreme Groves

Consider ordinance introduction to change the zoning to Planned Unit Development for property located south of Champagne Drive, west of Orange County line, and north of Hartwood Marsh Road.

ADJOURN

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

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



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

Whereas, September 17, 2016 marks the two hundred twenty-ninth anniversary of the framing of the Constitution of the United States of America by the constitutional convention; and

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

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

Now, Therefore, I, Gail L. Ash, Mayor of the City of Clermont in the State of Florida, do hereby proclaim September 17 through September 23, 2016 as

Constitution Week

In Witness Whereof, I have hereunto set my hand and caused the Great Seal of the City of Clermont to be affixed this 13th day of September in the year two thousand sixteen.

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
August 9, 2016

The Clermont City Council met in a regular meeting on Tuesday, August 9, 2016 in the Clermont City Council Chambers. Mayor Ash called the meeting to order at 6:30pm with the following Council Members present: Council Members Mullins, Bates, Goodgame, and Travis. Other City officials present were: City Manager Gray, City Attorney Mantzaris, and City Clerk Ackroyd Howe.

INVOCATION

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

PRESENTATIONS

Florida Recreation Development Assistance Program (FRDAP) Grant Check

Public Works Director Brunson announced the City was awarded grant funds for the Palatlakaha Park renovations, phases 1 and 2.

Scott Spalding, Lake Louisa State Park Manager, commented the grant was a competitive awards program which is awarded for land acquisitions and outdoor recreational use projects. Mr. Spalding presented the \$100,000 check to Mayor Ash.

Police Department Annual Report

Chief Broadway presented the Police Department annual report for 2015. The report was distributed to the City Council.

Deputy Chief Walters Swearing In

City Manager Gray welcomed Deputy Chief Walters to the City of Clermont.

Police Chief Broadway introduced Deputy Chief Walters.

City Clerk Ackroyd Howe administered the Oath of Office to Deputy Chief Walters.

PUBLIC COMMENTS

Wayne Weatherbee stated he requested and received documents and minutes related to Ordinance 230-M and Ordinance 231-M. Mr. Weatherbee presented and distributed documents to the City Council. He commented Ordinance 230-M was not heard by the Planning and Zoning Commission, was tabled indefinitely by the City Council, and was resurrected for a different issue called the Comprehensive Plan six months later. Mr. Weatherbee asked City Attorney Mantzaris of the legality of having two final hearings on two completely different issues.

City Attorney Mantzaris stated he could not answer the question until he reviewed all the documents.

Mr. Weatherbee commented Council took an oath to uphold all city code and ordinances, and altering a code is fraud. He opined the City tampered with evidence and destroyed records in the middle of a court proceeding because the Comprehensive Plan is based on fraud. Mr. Weatherbee believes the Comprehensive Plan was used to take away his land use and deprive him of any commerce. He stated the City had no proof the adjacent property owners; including himself, were notified of any zoning change.

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Mr. Weatherbee requested the issue be placed on an agenda, and requested a copy of the documents be placed in the address folders for his properties at 898 and 899 West Montrose Street.

Jim Purvis provided the 35-year history of the Code Enforcement Board. The board began with six members and was intended to be a board consisting of peers. The Council changed to a Special Magistrate format at the July 26, 2016 Council meeting. Mr. Purvis thanked Council Member Mullins for inserting a sunset clause of two years.

David Falzon opined federal, state, and local law has been violated against him. He stated Council voted to seize his lake frontage and claim it according to a bill from 1943, and had the property removed from his name in 2013. Mr. Falzon commented the City began building a retention pond on the property and he filed a law suit against the City.

Council Member Goodgame requested an update from City Attorney Mantzaris.

City Attorney Mantzaris stated this was an ongoing dispute. The City does not agree with Mr. Falzon regarding the status of the property. The property has gone through a title search and the City's insurance is defending it.

Council Member Goodgame inquired of the property location. City Manager Gray stated the property was on Lake Winona.

Mr. Ellis Abide commented he owns property between Montrose Street and Minneola Avenue. He inquired how Ordinance 230-M has affected his property.

City Manager Gray will research the property.

Mayor Ash asked Mr. Abide to contact City Manager Gray.

David Holt expressed disappointment with the Council vote to remove the Code Enforcement Board. He requested the Council to reverse the vote.

Mayor Ash commented Council will carefully watch and evaluate the impact of the Special Magistrate format.

Mr. Holt asked what factors will be used to grade the performance and encouraged Council to attend the proceedings.

City Manager Gray noted City Attorney Mantzaris did not propose the Special Magistrate format; the Council brought up having a Special Magistrate.

REPORTS

City Manager Gray announced the City Council workshop will be held on Monday, August 29, 2016 at 9:00am in the Council Chambers.

City Attorney Mantzaris provided a follow up on the Code Enforcement Special Magistrate. The Purchasing Department issued a Request for Qualifications and the City Council will select the Special Magistrate on a future agenda.

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Council Member Bates – No report.

Council Member Goodgame reported Kings Ridge had a town hall meeting featuring the Lake County Sheriff's office. He assisted in the preparation of and attended the Teacher Appreciation Breakfast.

Council Member Mullins commented the August 5, 2016 Food Truck Rally was rained out. The Classic Car Cruise-in will be on Saturday, August 13, 2016 from 4:00pm to 8:00pm. He thanked city staff for a successful National Night Out.

Council Member Travis announced the South Lake Chamber Breakfast will be held on August 19, 2016 at the Arts and Recreation Center. The Hob Nob will be held at the Arts and Recreation Center on Wednesday, August 10, 2016 from 5:00pm to 7:30pm.

Mayor Ash reported on attending the 'Push Back' of the Fire Department's new ladder truck, which was dedicated to April Hoover, former Assistant Fire Chief. She attended the Rabbit Hole grand opening, National Night Out, the Teacher Appreciation Breakfast, and the Presidents Hall of Fame. The Hob Nob will be held on August 10, 2016.

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 June 28, 2016 Regular Council Meeting minutes.

Item No. 2 – Plat Approval

Consider approval of Vineyards at Hammock Ridge Crossings plat.

Item No. 3 – Proposal Award

Consider approval of Request for Proposals award to Hylant Orlando, LLC to provide employee healthcare and benefits consulting services.

Item No. 4 – Bid Award

Consider approval of bid award to Ernie Morris Enterprises, Inc. to provide office furniture, assembly and installation for the new Police Department Headquarters in the total amount of \$291,195.14.

Item No. 5 – Bid Award

Consider approval of bid award to Allstate Paving, Inc. to provide all labor, material, and equipment necessary for pavement resurfacing in the total amount of \$336,896.

Item No. 6 – Contract Award

Consider request to piggyback Manatee County contract with Transcor Recycling, LLC for the collection and purchase of white goods and scrap metal.

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| Item No. 7 – Fire Hydrant Easement | Consider easement request over the area in which the fire hydrant is located on East Highland Avenue. |
| Item No. 8 – Stormwater Easement | Consider the purchase of an easement located at 1670 East Avenue to implement a stormwater improvement project for East Avenue and Drew Avenue in the amount of \$4,750. |
| Item No. 9 – Stormwater Easement | Consider easement request located at 168 East Lakeshore Drive to implement a stormwater project for East Avenue and Drew Avenue. |
| Item No. 10 – Sidewalk Right-of-Way License and Hold Harmless Agreement | Consider entering into an agreement with Wallace Grill located at 794 West Minneola Avenue. |
| Item No. 11 – Extension of Employee Unpaid Leave Without Pay | Consider an extension of unpaid leave without pay for medical reasons for City employee Kristopher Kruse through October 31, 2016. |

Mayor Ash pulled Consent Agenda Item 11.

Council Member Goodgame moved for approval of Consent Agenda Items 1 through 10; seconded by Council Member Mullins. The motion passed with all members present voting aye.

Mayor Ash stated the extension of unpaid leave for medical reasons will be for another 85 days, for a total of 265 days. She expressed concern of Mr. Kruse not returning to work by October 31, 2016.

City Manager Gray commented Mr. Kruse would have to be medically released from employment. The policy only allows the City Manager to approve up to 180 days for a leave of absence. Staff received a letter from Mr. Kruse's physician which indicated he would be able to return to light duty work in October. Mr. Kruse would then be re-evaluated as a police officer.

Mayor Ash asked what would occur if Mr. Kruse returns and is unable to perform light duty work, and applies for another leave of absence.

City Attorney Mantzaris stated it would depend on timing and his Family Medical Leave Act (FMLA) status. There are standards on when you can return to FMLA status, which would depend on how long Mr. Kruse was out and how long he returned to work.

Human Resources Director Dauderis stated Mr. Kruse is not eligible for FMLA.

City Manager Gray commented Mr. Kruse is not being paid at this time as he has exhausted all of his leave time. Mr. Kruse's police officer position remains open.

Mayor Ash stated the Police Department is short a police officer, which is impacting the Police Department and the other police officers.

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Mayor Ash asked if Mr. Kruse would be medically evaluated after October 31. City Manager Gray stated when Mr. Kruse wants to return as a police officer, he will be given a medical evaluation to ensure he can perform the duties of a police officer.

Mayor Ash commented the extension would run until October 31, 2016; however, his medical exam will be in January. City Manager Gray stated the City anticipates the medical exam will be in January. Mr. Kruse will be provided a couple months of light duty work and re-evaluated to return as a police officer. Mr. Kruse would be eligible to apply for any open position in the City, should he be unable to return as a police officer.

Council Member Goodgame moved to approve Item 11 of the Consent Agenda; seconded by Council Member Mullins. The motion passed with all members present voting aye.

UNFINISHED BUSINESS

Item No. 12 – Ordinance No. 2016-35; *Final – Fire Prevention Code*

City Clerk Ackroyd Howe read Ordinance 2016-35 aloud by title only.

An Ordinance of the City Council of the City of Clermont, Lake County, Florida, creating City Code Chapter 15 “Fire Safety Code”, providing for conflicts; severability; codification; and an effective date.

Administrative Fire Chief Johnston stated the City does not have its own Fire Safety Code and by default, falls under the State Fire Code. The ordinance formalizes the State Fire Code for the City and will assist with the Fire Department’s accreditation process.

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

Council Member Goodgame moved for the adoption of Ordinance 2016-35; seconded by Council Member Mullins. The motion passed 5 to 0 on a roll call vote.

Item No. 13 – Ordinance No. 2016-36; *Final – Mazda Annexation*

City Clerk Ackroyd Howe read Ordinance 2016-36 aloud by title only.

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

Planning Manager Henschel presented the staff request to annex the Headquarter Mazda property located on Highway 50. The property is being developed as an automobile dealership and receives water and sewer services from the City.

A comprehensive plan amendment will be processed to change the future land use from Lake County’s Regional Commercial to the City’s Commercial designation. A rezoning will be processed to change the zoning from Urban Estate to the City’s C-2 General Commercial zoning classification.

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Staff recommended approval of the annexation.

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

Council Member Mullins moved for adoption of Ordinance 2016-36; seconded by Council Member Travis. The motion passed 5 to 0 on a roll call vote.

Item No. 14 – Variance Request; Headquarter Honda

Planning Manager Henschel presented the variance request for a monument sign. The request was originally heard at the July 12, 2016 Council meeting and was tabled to July 26, 2016 to allow the applicant an opportunity to evaluate additional options.

The applicant is proposing to relocate the existing sign which meets current City code size and height requirements. The applicant is requesting a setback variance from the front property line adjacent to the Highway 50 property line. City code requires a five-foot setback from the front property line and the applicant is proposing a one-foot setback from the front property line. The wide right-of-way for Highway 50 will leave forty-two feet from the property line to the sidewalk along Highway 50.

The applicant states the request will prevent fewer motorists from performing a U-turn on Highway 50, and allow the automotive dealership to remain competitive with the other surrounding automotive dealerships.

Staff recommended denial of the variance request.

Attorney Scott Glass addressed Council suggestions from the July 12, 2016 Council meeting. The facility is a Leadership in Energy and Environmental Design (LEED) certified facility and will not allow removal of the landscaping surrounding the current sign location. Council also suggested moving the sign to provide more visibility. Planning Manager Henschel met with Honda and provided the presented possible solution, which includes the variance requested.

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

Council Member Bates clarified the request was to move the sign; not increase the size.

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

NEW BUSINESS

Item No. 15 – Pool Repair Change Order and Budget Amendment

Parks and Recreation Director Davidoff reported during the budgeted resurfacing of the pool at the Arts and Recreation Center, the contractor found the structure was not solid concrete. The pool had a lot of gaps and sand in the concrete, which prevented the resurfacing from occurring. Staff was concerned of the structural integrity and an outside engineer was brought in to evaluate the structure. The requested change order will repair the pool and ensure the pools structural integrity. The contractor will begin the work on August 22 and the pool repairs will take approximately four weeks to complete.

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

Council Member Goodgame asked if the other two pools were inspected. Parks and Recreation Director Davidoff stated the other two pools were not inspected.

Council Member Mullins asked if repairing was less expensive than demolishing and installing a new pool. Parks and Recreation Director Davidoff commented staff recommends repairing the pool due to the cost of a new pool.

Council Member Travis asked if AU Miller Pools was the proposed contractor. Parks and Recreation Director Davidoff stated AU Miller Pools was awarded the bid for resurfacing.

Council Member Travis asked which engineer was used to inspect the pool. Parks and Recreation Director Davidoff replied the engineer was with CPWG Engineering.

Council Member Travis inquired if the repairs were published for bid. City Manager Gray stated AU Miller Pools had won the bid for resurfacing and discovered the problem. The company is able to perform the necessary repair work.

Council Member Travis expressed concern and asked of the reference checks performed. Parks and Recreation Director Davidoff commented Purchasing Director Suarez performs reference checks as part of the bid process.

Mayor Ash asked if the work would have a warranty and how long was the warranty. Parks and Recreation Director Davidoff indicated the work would be under warranty for one year.

Council Member Bates inquired of placing the work for bid as the original bid was for resurfacing. City Manager Gray stated the Council had the option to re-bid the work; however, the bid process would delay the work.

Council Member Mullins asked of AU Miller Pools' qualifications to repair pools. Parks and Recreation Director Davidoff commented the company was qualified to perform the work.

Mayor Ash inquired of the funding for the repairs. City Manager Gray stated the budget amendment will come from the reserve account.

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

Item No. 16 – Ordinance No. 2016-31; *Introduction – Parking and Vehicular Use Areas*

An Ordinance of the Code of Ordinances of the City Council of the City of Clermont, Lake County, Florida, amending Chapter 98 Parking and Vehicular Use Areas; Section 98-5 Design of Parking Lots; providing for codification; severability; effective date; and publication.

Council Member Mullins moved for introduction of Ordinance 2016-31; seconded by Council Member Goodgame. The motion passed with all members present voting aye.

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Item No. 17 – Ordinance No. 2016-32; *Introduction – Planned Unit Development Comprehensive Plan Amendment*

City Clerk Ackroyd Howe read Ordinance 2016-32 aloud by title only.

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

Council Member Mullins moved for introduction of Ordinance 2016-32; seconded by Council Member Goodgame. The motion passed with all members present voting aye.

Item No. 18 – Ordinance No. 2016-33; *Introduction – Downtown and Waterfront Entertainment District*

City Clerk Ackroyd Howe read Ordinance No. 2016-33 aloud by title only.

An Ordinance of the City Council of the City of Clermont, Lake County, Florida, amending Chapter 54, Streets, Sidewalks and Other Public Places; creating Article IV, Downtown and Waterfront Entertainment District; amending Chapter 6, Alcoholic Beverages; providing for severability, conflict, codification, and effective date.

Council Member Mullins moved for introduction of Ordinance 2016-33; seconded by Council Member Goodgame. The motion passed with all members present voting aye.

ADJOURN: With no further comments, this meeting was adjourned at 7:45pm.

APPROVED:

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
August 23, 2016

The Clermont City Council met in a regular meeting on Tuesday, August 23, 2016 in the Clermont City Council Chambers. Mayor Ash called the meeting to order at 6:30pm with the following Council Members present: Council Members Mullins, Bates, Goodgame, and Travis. Other City officials present were: City Manager Gray, City Attorney Mantzaris, and Deputy City Clerk Noak.

INVOCATION

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

Mayor Ash announced Item 12; Resolution No. 2016-28, was withdrawn by the applicant.

PRESENTATIONS

Quarterly Budget Update

Finance Director VanZile presented the highlights of the quarterly budget update for the period of October 1, 2015 through June 30, 2016. The State shared revenues are below 75 percent due to the distribution intervals by the State. The operating fund revenues for the Water, Stormwater, and Fire Inspection funds are below 75 percent. Grant money has not been received for the Water and Stormwater Funds; however, the funds are expected to be received. The Fire Inspection Fund was created to track the costs of the fire inspection service activities and there are funds which will be transferred from the General Fund into the Fire Inspection Fund. The fund expenditures and departmental expenditures are below the 75 percent benchmark.

PUBLIC COMMENTS

Charlene Forth, 939 West Desoto Street, expressed concern of hotels increasing rates during sporting events.

REPORTS

City Manager Gray announced the Council scheduled a workshop on Monday, August 30, 2016 at 9am in the City Council Chambers. Communications Director Bloodsworth was thanked for reporting on the Olympians who trained in the City of Clermont. The City will recognize the Olympians at a future meeting or separate event.

City Attorney Mantzaris – No report.

Council Member Bates – No report.

Council Member Goodgame reported he attended the South Lake Chamber of Commerce breakfast at the Arts and Recreation Center. Parks and Recreation Director Davidoff gave a presentation of the upcoming performances at the Arts and Recreation Center. Mr. Goodgame commented on observing 20 cars running the red light at Highway 50 and 12th Street, in addition to drivers not obeying the speed limit. The intersection of Hooks Street and Highway 27 has many 18-wheeler trucks running the red light.

Council Member Mullins reminded the public to vote in the primary election on Tuesday, August 30, 2016.

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Council Member Travis reported she attended the Florida League of Cities Conference in Hollywood, Florida.

Mayor Ash commented on attending the Hob Nob at the Arts and Recreation Center, the promotion of three City of Clermont firefighters to Lieutenant, introduced Parks and Recreation Director Davidoff at the South Lake Chamber of Commerce breakfast, and held Coffee with the Mayor at the Veterans of Foreign Wars building.

CONSENT AGENDA

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

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| Item No. 1 – Meeting Minutes | Consider approval of the July 12, 2016 and July 26, 2016 Regular Council Meeting minutes. |
| Item No. 2 – Bid Award | Consider bid award to ARMAG Corporation, Air Science USA, LLC., and Design Associates International, Inc. to provide police equipment, assembly, and installation to the new Police Department Headquarters in the total budgeted amount of \$109,650.24. |
| Item No. 3 – Proposal Award | Consider award of Request for Proposals to Fifth Third Bank for banking services. |
| Item No. 4 – Surplus Request | Consider declaring end of life inventory as surplus from various departments and dispose of in accordance with the Purchasing Policy. |
| Item No. 5 – Grant Agreement | Consider approval of Florida Department of Environmental Protection Grant in the amount of \$500,000 for the Sunburst Lower Floridan Aquifer Wells project. |
| Item No. 6 – Professional Consultant Services Agreement | Consider approval of agreement with Levey Consulting, LLC. to provide consulting services pertaining to the Downtown and Wellness Way in the amount of \$45,000. |

Linda Charlton pulled Consent Agenda Item 5.

Council Member Goodgame moved for approval of Consent Agenda Items 1 through 4, and Item 6; seconded by Council Member Bates. The motion passed with all members present voting aye.

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Linda Charlton asked if the test wells became functioning wells, would the deeper wells replace the shallow wells. Assistant City Manager Kinzler commented the alternative water supply future plan calls for replacing Upper Floridan wells with Lower Floridan wells.

Council Member Goodgame moved for approval of Consent Agenda Item 5; seconded by Council Member Mullins. The motion passed with all members present voting aye.

UNFINISHED BUSINESS

Item No. 7 – Ordinance No. 2016-31 *Final – Parking and Vehicular Use Areas*

Deputy City Clerk Noak read Ordinance 2016-31 aloud by title only.

An Ordinance of the Code of Ordinances of the City Council of the City of Clermont, Lake County, Florida, amending Chapter 98 Parking and Vehicular Use Areas; Section 98-5 Design of Parking Lots; providing for codification; severability; effective date; and publication.

CRA/Mobility Director Hitt presented the ordinance allowing city on-street parallel parking spaces of 8 feet by 22 feet. The new space dimensions would only be allowed in the Community Redevelopment Area (CRA).

Mayor Ash opened the public hearing.

Charlene Forth expressed concern of the size.

Mayor Ash closed the public hearing

Council Member Mullins suggested striping-out to 10 feet wide for visibility purposes. City Manager Gray commented the additional footage would be difficult on Montrose Street.

Council Member Bates inquired of the effect on handicapped parking. CRA/Mobility Director Hitt stated Florida Statutes governed handicap parking spaces.

Council Member Mullins moved for approval of Ordinance 2016-31; seconded by Council Member Bates. The motion passed 5 to 0 on a roll call vote.

Item No. 8 – Ordinance No. 2016-33 *Final – Downtown and Waterfront Entertainment District*

Deputy City Clerk Noak read Ordinance 2016-33 aloud by title only.

An Ordinance of the City Council of the City of Clermont, Lake County, Florida, amending Chapter 54, Streets, Sidewalks and Other Public Places; creating Article IV, Downtown and Waterfront Entertainment District; amending Chapter 6, Alcoholic Beverages; providing for severability, conflict, codification, and effective date.

CRA/Mobility Director Hitt presented information on the proposed new Entertainment District ordinance. The benefits include encouraging downtown and waterfront growth, fostering community cooperation, encourage mutually sponsored events among the downtown merchants, and help create new food and beverage opportunities.

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CRA/Mobility Director Hitt provided information on the special cups used by the Tampa Riverfront district. The use of special cups can decrease expenses for local merchants, be used for Arts and Recreation events, and eliminate the “Bring Your Own Bottle” scenarios at Waterfront Park and downtown events concerning the source of an alcoholic beverage. City Manager Gray explained the cups were not part of the ordinance.

CRA/Mobility Director Hitt described the proposed Downtown and Waterfront Entertainment District area and an alternative area. The alternative area does not include Waterfront Park, which would exclude Lilly’s on the Lake.

City Manager Gray stated the alternative area was selected after the Parks and Recreation staff viewed the proposed area due to issues with alcohol at Waterfront Park.

Mayor Ash opened the public hearing.

Jim Purvis expressed concern of the need for the ordinance and questioned the intent.

Nancy Stuparich spoke in support of the ordinance and preferred the alternative entertainment area.

Mary Montalvo spoke in support of the ordinance and provided letters of support for the entertainment district. Ms. Montalvo supported including all of the Waterfront Park area.

Verneka Strom spoke in support of the ordinance and preferred the entertainment district include all of the Waterfront Park area.

Riley Star spoke in support of the ordinance and preferred the alternative entertainment area.

Mayor Ash closed the public hearing.

Council Member Mullins stated he owned an establishment downtown and would vote on the ordinance, as the ordinance benefitted other businesses. City Attorney Mantzaris stated his vote would not be a conflict of interest.

Council Member Mullins addressed Mr. Purvis’ concern and commented the intent was to allow people to enjoy an adult beverage in the Downtown and Waterfront Park area. The ordinance was not intended to create a party zone or take away from other events.

Council Member Mullins preferred the area include from Lake Avenue down to at least West Avenue, and possibly include the boat house and boat ramp. Mr. Mullins was in favor of using a special plastic cup; however, he preferred an exception of allowing glass for walk-around wine and beer tasting events.

Council Member Bates asked if the City would supply the cups. City Manager Gray stated the City is considering creating the cup design and include a sponsorship opportunity. City staff will meet with the Downtown Partnership and local merchants to create a cup for all the merchants to use.

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Council Member Mullins commented should the City decide to earn revenue from the cup sales, the tax would help support the Entertainment District.

Council Member Bates inquired of the City's liability and who would enforce the ordinance. City Attorney Mantzaris stated the issue was an enforcement issue; where the beverages are coming from and who is allowed to sell the beverages. City Manager Gray commented the Police Department has another police officer position for the Downtown and Waterfront Park area; and the Park Rangers and Public Works staff are available to monitor and enforce the ordinance.

Council Member Travis asked of the type of adult beverages allowed. City Attorney Mantzaris stated the ordinance wording would include all types of alcohol.

Staff recommended changing the ordinance to state beer and wine. Council was in agreement.

Council Member Goodgame preferred the beverage sales end at 10pm.

Mayor Ash commented the ordinance refers to consumption ending at 11pm.

CRA/Mobility Director Hitt stated Section 55-12 of the ordinance clarifies the on-sidewalk consumption authorization times.

Council Member Mullins inquired if the special cup would be a separate policy from the ordinance. City Manager Gray affirmed the special cup would be a separate policy from the ordinance.

Council Member Goodgame asked to include the Historic Village in the designated area.

Council Member Mullins suggested moving the designated area to Victory Way.

Council Member Bates proposed revisiting the designated area after a period of time.

Council Member Mullins asked of the effective date. City Manager Gray indicated the effective date was November 1, 2016.

City Attorney Mantzaris stated the ordinance provides for the special cup containers to be approved by the City Manager. The implementation period of the special cup containers could be at the discretion of the City Manager.

Council Member Mullins suggested including opaque cup containers or koozies in the ordinance effective August 24, 2016, with the special cup program beginning at a later date. CRA/Mobility Director Hitt commented the concern was not knowing the contents of the opaque cups or koozies, making it difficult to regulate.

Council Member Travis asked if the alternative area included Roman's Place. CRA/Mobility Director Hitt stated Roman's Place, the prior Pasta Vino restaurant, the Historic Village, the Boat House, and the boat ramp area were included.

Council Member Mullins inquired of excluding the Boat House and boat ramp area.

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City Attorney Mantzaris stated currently the consumption of alcohol is prohibited in City public areas, as well as on City property. The Boat House and boat ramp area do not necessarily have to be incorporated into the ordinance as the City can handle the Boat House and boat ramp area differently. He suggested Council consider addressing the issue separately, and not under the ordinance.

The alternative area was moved back to Victory Way, east onto Lake Minneola Drive, north on West Avenue, to Waterfront Park, and east to Lake Avenue.

Council Goodgame moved for approval of the Ordinance 2016-33 as amended to include beer and wine only, and the alternative district boundaries as discussed; seconded by Council Member Bates. The motion passed 5 to 0 on a roll call vote.

NEW BUSINESS

Item No. 9 –Variance Request – *Marte*

Senior Planner Kruse presented the variance request to allow a rear yard setback of 23 feet and allow for a storage shed less than 150 square feet in the side yard for property located at 479 Shady Creek Lane.

The property owner would like to construct a screened patio with a solid roof in the rear portion of the property. The home is 35 feet from the rear property line, providing 10 feet to construct the screen room on an existing 10 by 14-foot concrete patio slab. The applicant would not require a variance request if the proposed structure had a screened roof. The property owner is requesting to place a small storage shed in the side yard due to the upward elevation change toward the rear of the lot and the requested screened patio. The impervious surface ratio would be 38 percent with the proposed structures.

The East Lake Estates Homeowners Association issued a notice of approval for the screen enclosure. Staff recommended denial of the variance requests.

Jose Marte; Applicant, was present to answer questions.

Mayor Ash opened the public hearing.

Jerry Zich, 322 Bloxam Avenue, spoke in favor of the request.

Mayor Ash closed the public hearing.

Council Member Mullins asked of the current side yard setback on the north side of the property. Senior Planner Kruse indicated the building structure was setback 17.66 feet from the property line.

Council Member Mullins inquired if a knee wall would be installed to prevent water from entering the screen room. Mr. Marte commented the contractor will make a small retention wall to direct the water away from the house.

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Mayor Ash asked if the shed would be free standing, on a wood floor, or on a concrete slab. Mr. Marte stated the shed would be free standing.

Council Member Goodgame commented the solid roof does not meet City Code and was opposed to the request.

Council Member Bates expressed concern of the shed location on the side yard.

Council Member Mullins noted the shed would meet setback requirements.

Council Member Travis moved to accept the variance request; seconded by Council Member Bates.

Council Member Bates inquired if other properties had sheds in the side yard.

Mayor Ash stated the Homeowners Association approved the shed.

The motion passed 4 to 1 with Council Member Goodgame in opposition.

Item No. 10 – Variance Request – Taylor

Senior Planner Kruse presented the variance request for a rear-yard setback of 20 feet for property located at 1462 Westbury Drive.

The property owner would like to construct a screened room with a solid roof in the rear portion of the property. The home is located 30 feet from the rear property line. The applicant would not require a variance request if the proposed structure had a screened roof. The impervious surface ratio would be 50 percent with the proposed structure.

The Harvest Landing Home Owners Association issued a notice of approval for the screen enclosure. Staff recommended denial of the variance request.

Mia VanDenBogaert; Silver Star Construction, and John Taylor; Homeowner, were present.

Mr. Taylor expressed concern of the lack of knowledge of City Code by the Beazer Homes' sales representative and requested approval of the 5-foot variance request.

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

Council Member Mullins inquired if the tree in the backyard would require relocation. Ms. VanDenBogaert stated the tree would not require relocation.

Council Member Travis inquired of the screen room picture included in the Council packet. Senior Planner Kruse stated the picture was of a screen room style approved by the Home Owners Association.

Council Member Travis asked of the roof slope. Ms. VanDenBogaert indicated the roof slope was gradual and equated to a 5-inch slope.

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

Item No. 11 – Variance Request - *Headquarter Mazda*

Planning Manager Henschel presented the amended variance request. The request was changed to allow a variance for a 17-foot tall sign. The variance requests for a 64 square foot sign and locating the sign one-foot from the property line were removed.

The applicant is seeking the variance to allow customers greater visibility of the location to decrease the number of unsafe u-turns on Highway 50. The taller sign will allow Headquarter Mazda to remain competitive with the surrounding dealerships. Staff recommended denial of the variance request.

City Manager Gray commented the Toyota and Nissan dealerships were permitted by Lake County.

Mayor Ash clarified the variance was only for a 17-foot tall sign.

Attorney Scott Glass stated the Mazda automotive dealership is a Leadership in Energy and Environment Design certified building; which has specific landscaping requirements which cannot be changed. The request is for a sign height variance only; which will allow greater visibility for customers and allow Mazda to remain competitive with the surrounding dealerships. The Toyota and Nissan automobile dealerships were permitted by Lake County and have taller signs than Headquarter Mazda is requesting. Attorney Glass understood Lake County never approved a variance for the Toyota and Nissan dealership signs and there is question if the signs are legally existing non-conforming signs. Variances were never granted; however, the signs received permits.

Mayor Ash opened the public hearing.

Charlene Forth, 939 West Desoto Street, expressed concern than an approval would set precedence for future sign height variance requests.

Mayor Ash closed the public hearing.

Mayor Ash asked of the size and height of the Schmid sign. Planning Manager Henschel stated the Schmid sign was 4 foot by 8 foot. Owner Josh Jefferson commented the Schmid sign was approximately 10-foot high.

Council Member Travis stated the sign on the building can be seen from the road. The proposed sign should be required to meet City Code.

Council Member Mullins commented the sign should meet City Code and requested City Attorney Mantzaris research the Lake County approvals of the Toyota and Nissan dealership signs.

Council Member Bates moved for denial of the variance request; seconded by Council Member Mullins. The motion for denial passed 4 to 1 with Mayor Ash in opposition.

Item No. 12 – Resolution No. 2016-28 – *Calvary Chapel Clermont*

The Conditional Use Permit request was withdrawn by the applicant.

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Item No. 13 – Resolution No. 2016-29 - Napleton

Deputy City Clerk Noak read Resolution 2016-29 aloud by title only.

A Resolution of the City Council of the City of Clermont, Lake County, Florida, granting a Conditional Use Permit to allow for an expansion to an existing automotive dealership in the C-2 General Commercial zoning district.

Senior Planner Kruse presented the request to expand the existing automotive dealership for inventory parking and a stormwater pond. The property was recently annexed into the City with the designation of C-2 General Commercial, with the stipulation that any expansion would require a Conditional Use Permit.

The proposed project consists of an existing 20,000 square foot building with a proposed building expansion of 28,956 square feet. The owner will be adding 300 inventory parking stalls to the rear of the site and the stormwater pond will be located further behind the property. The site will be required to meet the City's Land Development Code and proceed through the site plan review process.

Staff recommended approval of the Conditional Use Permit.

Attorney Scott Glass was present and available to answer any questions.

Mayor Ash opened the public hearing.

Jim Purvis, 42016 Hammersmith Drive, spoke in support of the request; however, commented Napleton has been parking cars on the berm.

Mayor Ash closed the public hearing.

Council Member Mullins inquired of including a stipulation in the Conditional Use Permit regarding no automobile parking on the right-of-way. The stipulation should be included in all automotive dealership Conditional Use Permits.

City Manager Gray stated the City recently adopted a code which prevents parking on the rights-of-way and Napleton has complied with the new code.

Council Member Mullins moved for approval of Resolution 2016-29; seconded by Council Member Bates. The motion passed with all members present voting aye.

Items 14 and 15 were presented together and voted on separately.

Item No. 14 – Resolution No. 2016-30 – Mason's Ridge

Deputy City Clerk Noak read Resolution 2016-30 aloud by title only.

A Resolution of the City Council of the City of Clermont, Lake County, Florida, granting a Conditional Use Permit to allow a multi-family development with more than 12 units, and up to 12 units per acre.

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Item No. 15 – Variance Request – *Mason’s Ridge*

Planning Manager Henschel distributed copies of the new conceptual plan, street elevations, and building rendering. The proposed multi-family development consists of 102 apartments located at the southwest corner of Pitt Street and Grand Highway, with fee simple ownership. The parcel is zoned C-2 General Commercial with a future land use of Residential/Office. The C-2 zoning allows for multi-family uses with an approved Conditional Use Permit, provided the development follows the R-3 Residential/Professional zoning district regulations. Staff recommended approval of the Conditional Use Permit.

The applicant is requesting two variances for the proposed multi-family development. The first variance request is to allow for more than 10 feet of elevation change within the development. The overall site has a topography change of more than 60 feet. The applicant has provided a cut and fill exhibit detailing the areas which exceed the 10-foot requirement. The applicant indicates they will not exceed 24 feet in cut within the areas and less than 23 percent of the site will be affected.

The second variance request is to allow construction of retaining walls with a maximum height of 10 feet, and are not located adjacent to any rights-of-way.

Staff recommended denial of the variance requests.

Julia Johnson; Owner, introduced Denise Pyke, Dwayne Booth, Sonya Montgomery, and Tim Green.

Ms. Johnson addressed some of the prior concerns of the surrounding residents. The multi-family homes will be high quality luxury homes with beautiful landscaping. The proposed project will extend the sidewalks on Grand Highway, which will improve the safety of children walking to and from school. The stormwater design will exceed the City of Clermont code requirements.

Mayor Ash opened the public hearing.

Don Sheppard, Constantino Ferriola, Ron Brooks, June Miller, and Carol Rosario spoke in opposition of the request citing concern for increase in crime, increase in traffic, increase in accidents, the need for additional stop signs, the impact on schools, extreme land grading, property value decline, and the effect on the Hillside Villas irrigation well.

Ron Brooks read a statement from Vincent Saul in opposition of the request citing concern for increased traffic.

Charlotte Hook and Danielle Patrick spoke in support of the request citing the need for high quality housing, the attraction for professionals to move into the area, and the further enhancement of the quality of life in the community.

Mayor Ash recessed the meeting at 9:15pm. Mayor Ash reconvened the meeting at 9:25pm.

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David Holding, Tiffany Ivory, Chris Walker, Cathy Smith, Bob Borak, Gary Clarke, Willie Montgomery, Linda Lewis, and Aurelia Cole spoke in favor of the request citing the need for housing for career oriented individuals, professional individuals, athletes, millennials; will provide substantial contribution toward taxes; traffic concerns are an over-reaction; traffic concerns are a police matter; buildings do not bring crime; other options are inferior; the need for quality development; will provide enhancement of the city and community; and will improve the Pitt Street area.

Jennifer Hornby Songer, Mark Swanson, Jonathan Songer, Carol McDaniel, Robin Livesay, Bryan Livesay, Linda Smith, and Jim Purvis spoke in opposition of the request citing increase in traffic; safety of pets, land, and people; too many apartments; wrong location for the proposed project; overcrowded schools; the need for an exit and entrance on Highway 27; increase in crime; concern of the retaining wall; concern of flooding of surrounding homes; and the lack of a turnaround for emergency vehicles.

During the reconvened portion of the public hearing, Mayor Ash announced the closing of the public hearing after the speakers who were currently in line spoke, due to several hours of repetitious comments.

Jim Purvis and Charlene Forth voiced objection.

City Attorney Mantzaris commented the Mayor had the right to control the discussion to provide the opportunity to speak.

Charlene Forth requested the City Attorney Mantzaris provide the law regarding the subject.

City Attorney Mantzaris stated the Council has an obligation to provide everybody a fair and reasonable opportunity to address the issues, that is the law. There is no limitation, there is no number; it has to do with whether there is relevant new information being offered. The Mayor establishes the protocol on the issues.

Mayor Ash closed the public hearing after all speakers addressed their comments.

Tim Green; Green Consulting Group, addressed several concerns. The school capacity report was received from the Lake County School Board and the project does not exceed the projected level of service. The traffic study was completed and has not been reviewed by the Metropolitan Planning Organization; however, the concerns appear to be traffic enforcement related.

Council Member Travis requested information regarding ownership. Mr. Green stated the units would be individually owned.

Dwayne Booth; Project Engineer, addressed the traffic study and commented the level of service will remain at level C after the proposed project is completed. Mr. Booth addressed the concern of the effect on the neighboring well and stated the proposed project's irrigation well has not been sited; however, the project will be sensitive to the neighboring well. He addressed concerns regarding stormwater runoff, indicating the criteria was far more stringent when Hillside Villas was developed.

Council Member Travis inquired of the entrances. Mr. Booth stated there will be two entrances; however, the final location of the entrances had not been determined.

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Council Member Bates reported he spoke with the applicant, who provided a broad overview of the proposed conceptual plan. The two issues presented regarding traffic and school concurrency were questions asked of the applicant when they met. Mr. Bates asked if approved, the approval be conditional on the traffic study results. City Manager Gray stated the proposed project would be required to work with the City and Lake County in regards to traffic.

Council Member Mullins commented the traffic concerns appear to be traffic enforcement related. Mr. Mullins spoke in favor of the project.

Council Member Travis spoke in favor of the project.

Council Member Goodgame reported he spoke with the developer. Mr. Goodgame spoke in favor of the project. He expressed concerns of the lack of a turnaround and a second entrance; however, the layout and the plans were not before Council for approval. The development should contribute towards a future traffic signal.

City Attorney Mantzaris stated if fee simple ownership was important to the City Council, then the conditions under Section 2, Subparagraph 1 should delete reference to apartments and include reference to the 102 units as individually owned under fee simple ownership.

Council concurred fee simple ownership should be included in the conditions.

The applicant was in agreement with the change.

Council Member Bates moved for approval of Resolution 2016-30, including City Attorney Mantzaris' suggestion; seconded by Council Member Travis. The motion passed with all members present voting aye.

Council Member Mullins moved to grant the variance request; seconded by Council Member Goodgame.

Under discussion, Mayor Ash asked the motion include the maximum footage for cuts and the retaining wall. City Manager Gray commented Council could include the wording 'in the areas as designated on the grading plan exhibit dated July 25, 2016'.

Council concurred the motion should include 'no more than 10-foot tall retaining walls and not more than 24 feet of cut'. The exhibit of the retaining walls and cut will be incorporated and attached to the variance.

Council Member Mullins amended the motion for approval to include the changes; seconded by Council Member Goodgame. The motion passed with all members present voting aye.

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Item No. 16 – Ordinance No. 2016-32; Transmittal – Comprehensive Plan Amendment

Deputy City Clerk Noak read Ordinance 2016-32 aloud by title only.

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

Senior Planner Kruse presented the request to transmit the ordinance to the Florida Department of Economic Opportunity. The ordinance will add language to the Future Land Use Element of the Comprehensive Plan which will include the Planned Unit Development zoning designation into the Land Development Code. The ordinance will be brought back to Council for final adoption in October 2016.

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

Council Member Mullins moved for transmittal of Ordinance 2016-32; seconded by Council Member Goodgame. The motion passed with all members present voting aye.

Item No. 17 – Ordinance No. 2016-37; Introduction – Police Officers Pension Plan

Deputy City Clerk Noak read Ordinance 2016-37 aloud by title only.

An Ordinance of the City Council of the City of Clermont, Lake County, Florida, amending the City of Clermont Police Officers' Pension Trust Fund, as adopted by Ordinance No. 304-C; providing plan benefit revisions; providing for severability of provisions; repealing all ordinances in conflict herewith; and providing an effective date.

Council Member Mullins moved to introduce Ordinance 2016-37; seconded by Council Member Goodgame. The motion passed with all members present voting aye.

ADJOURN: With no further comments, this meeting was adjourned at 10:50pm.

APPROVED:

Gail L. Ash, Mayor

ATTEST:

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Tracy Ackroyd Howe, City Clerk



CITY OF CLERMONT

AGENDA ITEM

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Meeting Date		
Tuesday, September 13, 2016		
Agenda Item Name		
Plat Approval		
Requested Action		
Recommend approval of the Lakefront Village Plat.		
Staff Report		
The plat has been reviewed and approved by the City Engineer and Contracting Engineer.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Plat	Final plat.pdf	

HERITAGE HILLS PHASE 4B
LYING IN SECTION 2, TOWNSHIP 23 SOUTH, RANGE 26 EAST,
CITY OF CLERMONT, LAKE COUNTY, FLORIDA.

SHEET 1 OF 3

PLAT BOOK PAGE

DEDICATION
HERITAGE HILLS PHASE 4B

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being the owner in fee simple of the lands described herein do hereby dedicate the following for the purposes thereon expressed, subject to the general notes contained herein.

1. TO HERITAGE HILLS OF CLERMONT HOMEOWNER'S ASSOCIATION, INC.: Tracts "A", "B" and "C" are subject to perpetual rights of ingress and egress by the lot owners of HERITAGE HILLS, their tenants, invitees and licensees, together with those providers of sanitation, postal, fire and law enforcement and emergency and medical services, and their vehicles and personnel. A drainage easement is hereby granted over those areas designated as drainage easements shown or noted hereon.

2. TO LOT OWNERS OF HERITAGE HILLS: A perpetual ingress and egress easement is hereby granted over, across and upon Tract "C" including the right of ingress and egress for said Lot Owners' tenants, invitees, and licensees, together with those providers of sanitation, postal, fire and law enforcement and emergency and medical services, and their vehicles and personnel. A drainage easement is hereby granted over those areas designated as drainage easements shown or noted hereon.

3. TO PROVIDERS OF ELECTRIC, TELEPHONE, CABLE TELEVISION SERVICES: A utility easement is hereby granted over, across and upon Tract "C" and those areas designated as utility easements shown hereon, including the right of ingress and egress over and across Tract "C" for the purpose of accessing said utility easements.

4. TO THE CITY OF CLERMONT: A utility easement is hereby granted over, across and upon Tract "C" and those areas designated as utility easements shown hereon, including the right of ingress and egress over and across Tract "C" for the purpose of accessing said utility easements. The fire access roads in Tracts "A" and "B" are hereby granted exclusively for emergency fire access.

IN WITNESS WHEREOF, The undersigned owner ____ has executed this Dedication in the manner provided by law on _____, 20____
Signed, sealed and delivered in our presence as witnesses:

1. _____ OWNER:
SIGNATURE LENNAR HOMES LLC
a Florida corporation
PRINTED NAME
BROCK NICHOLAS, VICE PRESIDENT
2. _____
SIGNATURE
PRINTED NAME

STATE OF _____ COUNTY OF _____
The foregoing Dedication was acknowledged before me this _____ day of _____, 20____, by _____
as Vice-President _____
He (is personally known to me) or (has produced _____
as Identification) and (did) (did not) take an oath.
Signature of Acknowledger _____
Printed name of Acknowledger _____
My commission Expires: _____ (SEAL OR STAMP)

CERTIFICATE OF APPROVAL OF MUNICIPALITY

THIS IS TO CERTIFY, that this plat was reviewed in accordance with Section 177.081, Florida Statutes and presented to the CITY COUNCIL of Clermont, Lake County, Florida, and approved by said CITY COUNCIL of Clermont for record on the _____ day of _____, 2018, provided that this plat is recorded in the office of the Clerk of the Circuit Court of Lake County, Florida within _____ days from the date of approval by said City of Clermont, Florida.

Attest: _____ City of Clermont

City Clerk _____ Mayor _____

PRINT NAME PRINT NAME

REVIEWER STATEMENT

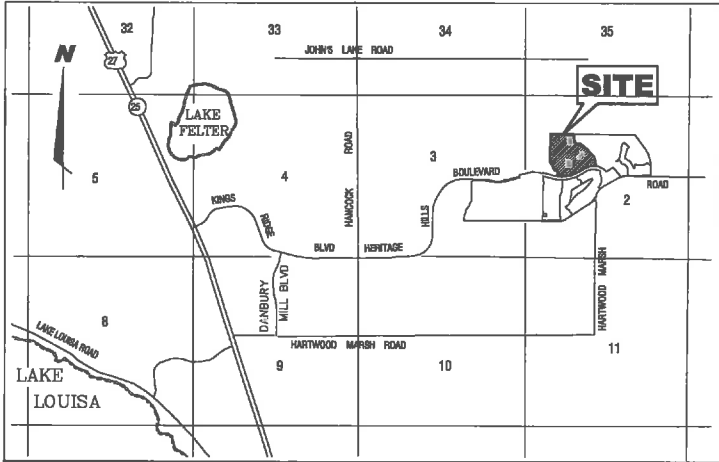
Pursuant to Section 177.081, Florida Statutes, I have reviewed this plat for conformity to Chapter 177, Part I, Florida Statutes, and find that said plat complies with the technical requirements of that Chapter; provided, however, that my review does not include field verification of any of the coordinates, points or measurements shown on this plat.
CPH, Inc. - 500 West Fulton Street; Sanford, FL 32771
(407) 322-6841 Licensed Business No. 7143
For the firm: _____ Date _____

RANDALL L. ROBERTS, VICE PRESIDENT
PROFESSIONAL SURVEYOR AND MAPPER No. 3144

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a Registered Surveyor and Mapper, fully licensed to practice in the State of Florida, does hereby certify that this plat was prepared under his direction and supervision, and that this plat complies with all the requirements of Section 177, Florida Statutes.
Booth Ern Stroughan Hott, Inc. - 902 North Sinclair Avenue
Tavares, FL 32778 Licensed Business No. 7514

_____ Dated _____
JENNINGS E. GRIFFIN
PROFESSIONAL LAND SURVEYOR 4486



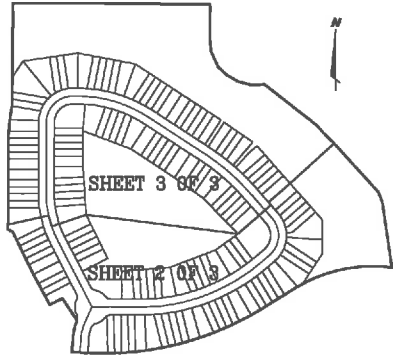
VICINITY MAP
NOT TO SCALE

DESCRIPTION

THAT PART OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 23 SOUTH, RANGE 26 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF HERITAGE HILLS PHASE 4A EAST AS RECORDED IN PLAT BOOK 66, PAGES 97 AND 98, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE ALONG THE EASTERLY BOUNDARY OF SAID HERITAGE HILLS PHASE 4A EAST THE FOLLOWING ELEVEN (11) COURSES: NORTH 04°34'41" EAST FOR 59.73 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 180.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°35'02" FOR A DISTANCE OF 61.52 FEET TO A POINT ON A NON TANGENT CURVE; THENCE NORTH 33°14'38" WEST FOR 101.67 FEET; THENCE SOUTH 62°48'58" WEST FOR 53.50 FEET; THENCE NORTH 28°25'34" WEST FOR 132.27 FEET; THENCE NORTH 26°00'28" WEST FOR 161.00 FEET; THENCE NORTH 64°52'57" WEST FOR 19.67 FEET; THENCE NORTH 00°17'54" EAST FOR 360.00 FEET; THENCE NORTH 05°15'47" EAST FOR 60.23 FEET; THENCE NORTH 08°37'03" EAST FOR 60.64 FEET; THENCE NORTH 00°17'54" EAST FOR 383.62 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 2; THENCE DEPARTING SAID EASTERLY BOUNDARY, SOUTH 89°42'06" EAST ALONG SAID NORTH LINE FOR 751.35 FEET TO THE WESTERLY BOUNDARY OF HERITAGE HILLS PHASE 6A AS RECORDED IN PLAT BOOK 66, PAGES 21 THROUGH 24, INCLUSIVE, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE ALONG SAID WESTERLY BOUNDARY THE FOLLOWING THIRTEEN (13) COURSES: THENCE SOUTH 00°17'54" WEST FOR 134.74 FEET; THENCE SOUTH 04°44'16" EAST FOR 44.65 FEET; THENCE SOUTH 24°59'17" EAST FOR 65.19 FEET; THENCE SOUTH 45°14'19" EAST FOR 44.65 FEET; THENCE SOUTH 60°11'33" EAST FOR 50.06 FEET; THENCE SOUTH 75°08'47" EAST FOR 51.97 FEET; THENCE NORTH 88°12'07" EAST FOR 52.28 FEET; THENCE SOUTH 51°46'27" EAST FOR 250.34 FEET; THENCE SOUTH 42°35'56" EAST FOR 48.16 FEET; THENCE SOUTH 44°49'01" EAST FOR 50.05 FEET; THENCE SOUTH 42°18'23" EAST FOR 246.07 FEET; THENCE SOUTH 20°17'58" EAST FOR 42.60 FEET; THENCE SOUTH 08°20'44" EAST FOR 250.42 FEET TO THE NORTHERLY BOUNDARY OF HERITAGE HILLS PHASE 2 AS RECORDED IN PLAT BOOK 63, PAGES 1 THROUGH 7, INCLUSIVE, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND A POINT ON A NON TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 555.00 FEET; THENCE ALONG SAID NORTHERLY BOUNDARY THE FOLLOWING THREE (3) COURSES: WESTERLY, FROM A RADIAL LINE WHICH BEARS NORTH 07°39'05" EAST, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 38°29'16" FOR A DISTANCE OF 382.50 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 58°06'49" WEST FOR 148.21 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1145.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 37°55'00" FOR A DISTANCE OF 757.73 FEET TO THE POINT OF BEGINNING.

CONTAINING 31.70 ACRES OR 1,380,878 SQUARE FEET, MORE OR LESS.



KEY MAP
NOT TO SCALE

LEGEND

- PERMANENT REFERENCE MONUMENT (PRM) - SET 4"x 4" CONCRETE MONUMENT WITH DISC STAMPED 'BESH PRM LB#7514' UNLESS OTHERWISE NOTED
- PERMANENT REFERENCE MONUMENT (PRM) - FOUND 4"x 4" CONCRETE MONUMENT WITH DISC STAMPED 'PRM LB#7514' UNLESS OTHERWISE NOTED
- ⊙ PERMANENT CONTROL POINT (PCP) - SET NAIL & DISK STAMPED 'BESH PCP LB#7514' UNLESS OTHERWISE NOTED
- ⊙ INDIVIDUAL LOT & TRACT CORNERS TO BE SET BY OTHERS (SEE NOTE 3, SHEET 1)
- CM CONCRETE MONUMENT
- LB LICENSED BUSINESS
- Δ CENTRAL ANGLE (DELTA)
- CH CHORD DISTANCE
- CB CHORD BEARING
- PC POINT OF CURVATURE
- NTC NON TANGENT CURVE
- PI POINT OF INTERSECTION
- PT POINT OF TANGENCY
- CL CENTERLINE
- (R) RADIAL LINE
- R RADIUS
- L LENGTH
- DE DRAINAGE EASEMENT
- UE UTILITY EASEMENT
- C3 REFERENCE TO CURVE TABLE
- L2 REFERENCE TO LINE TABLE
- PG PAGE
- ORB OFFICIAL RECORDS BOOK
- LS LANDSCAPE EASEMENT
- LAT LATITUDE
- LONG LONGITUDE
- CONV. CONVERGENCE

SECTION 2-23-26=SECTION 2, TOWNSHIP 23 SOUTH, RANGE 26 EAST

NOTES:

- BEARINGS SHOWN HEREON ARE FLORIDA STATE PLANE COORDINATE EAST ZONE BASED ON LENGEMANN L-NET GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) NETWORK, THAT IS CERTIFIED BY WANTMAN GROUP, INCORPORATED, AND IS BASED ON NORTH AMERICAN DATUM OF 1983, 2007 ADJUSTMENT (SPCS'83-2007) THIS SURVEY WAS CHECKED TO NGS STATION "LK 174" AND REFERENCED TO THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, AS BEING SOUTH 89°42'06" EAST.
- ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- LOT CORNERS WILL BE SET IN ACCORDANCE WITH CHAPTER 177.091 (9) FLORIDA STATUTES AND THE CITY OF CLERMONT LAND DEVELOPMENT REGULATIONS. LENNAR HAS RELEASED BOOTH, ERN, STRAUGHAN & HOTT, INC. FROM SETTING INTERNAL SUBDIVISION CORNERS AND HAS ACQUIRED THE SERVICES OF AN ADDITIONAL SURVEYING FIRM TO COMPLETE THIS TASK.
- STATE PLANE COORDINATES SHOWN HEREON AND THEIR COMPUTED VALUES SHALL BE SUBORDINATED TO THE MONUMENTS, BEARINGS AND DISTANCES SHOWN ON THIS PLAT.
- ALL LOT LINES ARE NON-RADIAL UNLESS NOTED. RADIAL LINES ARE NOTED BY (R).
- THERE IS A 5.00 FOOT DRAINAGE EASEMENT ON ALL REAR LOT LINES UNLESS OTHERWISE SHOWN.
- TRACT "A" SHALL BE OWNED AND MAINTAINED BY THE HERITAGE HILLS OF CLERMONT HOMEOWNER'S ASSOCIATION, INC. FOR THE PURPOSE OF STORMWATER RETENTION, IRRIGATION, COMMON OPEN SPACE, LANDSCAPING, RECREATION AND FIRE ACCESS ROAD, EXCEPT WITHIN FIRE ACCESS ROAD WHICH COULD CONTAIN DRAINAGE AND UTILITIES.
- TRACT "B" SHALL BE OWNED AND MAINTAINED BY THE HERITAGE HILLS OF CLERMONT HOMEOWNER'S ASSOCIATION, INC. FOR THE PURPOSE OF DRAINAGE, UTILITIES, IRRIGATION, LANDSCAPING, PEDESTRIAN PATH, SIGNAGE, RECREATION PARK AND FIRE ACCESS ROAD, EXCEPT WITHIN FIRE ACCESS ROAD WHICH COULD CONTAIN DRAINAGE AND UTILITIES.
- TRACT "C" CONSISTS OF ALL THE INTERNAL ROADWAYS SHOWN HEREON AND SHALL BE OWNED AND MAINTAINED BY THE HERITAGE HILLS OF CLERMONT HOMEOWNER'S ASSOCIATION, INC. FOR THE PURPOSE OF LANDSCAPE, DRAINAGE, UTILITIES AND ROAD RIGHTS OF WAY. IT IS SPECIFICALLY UNDERSTOOD THAT NO OBLIGATION IS IMPOSED UPON THE CITY OF CLERMONT, NOR SHALL ANY REQUEST EVER BE ENTERTAINED BY THE CITY TO MAINTAIN OR IMPROVE TRACT "C".
- LANDS DESCRIBED HEREON ARE SUBJECT TO AND/OR ARE THE BENEFACTOR OF THE FOLLOWING LISTED INSTRUMENTS RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA:
1. DEVELOPER AGREEMENT FOR RECLAMATION ACTIVITIES RELATED TO THE CENTER LAKE SAND MINE RECORDED IN OFFICIAL RECORDS BOOK 2315, PAGE 1566.
2. CITY OF CLERMONT MISCELLANEOUS ORDINANCE NO. 459-M RECORDED IN OFFICIAL RECORDS BOOK 4473, PAGE 2357.



NOTICE:

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.

THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

CERTIFICATE OF CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes and was filed for record on _____

at _____ File No. _____

Clerk of the Circuit Court
in and for Lake County, Florida

HERITAGE HILLS PHASE 4B
LYING IN SECTION 2, TOWNSHIP 23 SOUTH, RANGE 26 EAST,
CITY OF CLERMONT, LAKE COUNTY, FLORIDA.

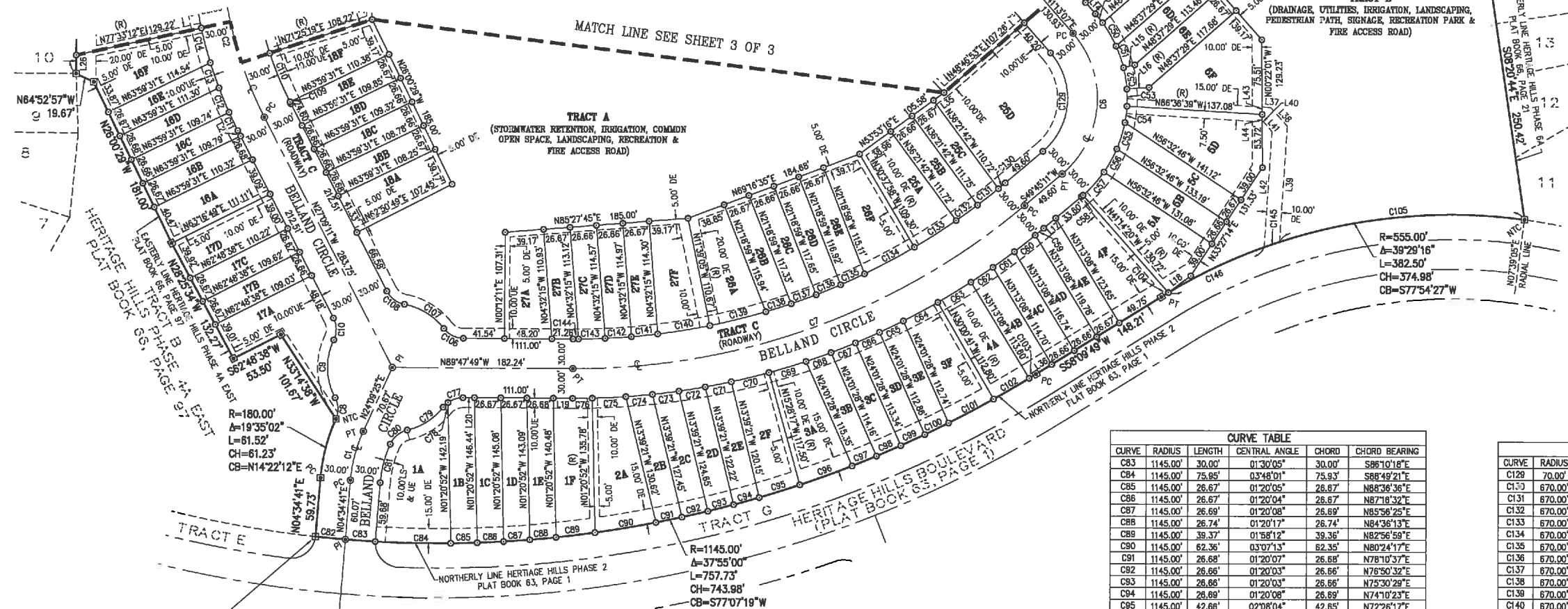
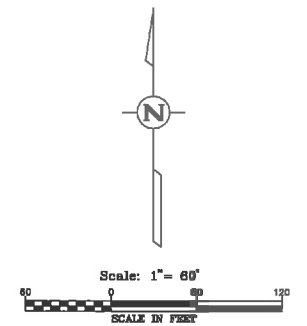
SHEET 2 OF 3

PLAT BOOK

PAGE

CURVE TABLE				
CURVE	RADIUS	LENGTH	CENTRAL ANGLE	CHORD BEARING
C1	150.00'	51.26'	19°34'44"	S14°22'03"W
C2	400.00'	191.06'	27°22'05"	S13°28'08"E
C3	100.00'	158.78'	90°58'18"	N04°18'02"E
C4	700.00'	494.19'	40°27'01"	N69°58'41"E
C5	25.00'	22.21'	50°53'54"	N02°43'01"W
C6	65.00'	60.52'	53°20'36"	S01°29'40"E
C7	25.00'	22.83'	54°19'48"	N00°59'17"W
C8	430.00'	20.44'	02°43'23"	S25°47'29"E
C9	430.00'	26.71'	03°33'32"	S22°39'01"E
C10	430.00'	26.87'	03°34'49"	S19°04'50"E
C11	430.00'	36.35'	04°50'38"	S14°52'07"E
C12	130.00'	11.59'	05°06'36"	N38°39'49"W
C13	130.00'	27.23'	12°00'11"	N30°06'26"W
C14	130.00'	23.06'	10°09'44"	N19°01'26"W
C15	130.00'	21.96'	08°40'44"	N09°06'15"W
C16	130.00'	17.37'	07°38'14"	N00°26'16"W
C17	130.00'	16.71'	07°21'52"	N07°04'17"E
C18	130.00'	27.87'	12°17'03"	N18°53'44"E
C19	130.00'	26.80'	11°48'35"	N28°56'33"E
C20	130.00'	31.57'	13°54'49"	N41°48'15"E
C21	130.00'	2.25'	00°59'31"	N49°15'25"E
C22	730.00'	10.99'	00°51'45"	N50°11'03"E
C23	730.00'	26.87'	02°06'32"	N51°40'12"E

CURVE TABLE				
CURVE	RADIUS	LENGTH	CENTRAL ANGLE	CHORD BEARING
C24	730.00'	26.76'	02°06'02"	N53°46'28"E
C25	730.00'	26.71'	02°05'46"	N55°52'23"E
C26	730.00'	39.08'	03°04'04"	N58°27'17"E
C27	730.00'	39.61'	03°06'31"	N61°32'35"E
C28	730.00'	26.69'	02°05'40"	N64°08'40"E
C29	730.00'	26.66'	02°05'33"	N66°14'17"E
C30	730.00'	26.68'	02°05'40"	N68°19'53"E
C31	730.00'	26.75'	02°05'59"	N70°25'43"E
C32	730.00'	38.86'	03°03'01"	N73°00'13"E
C33	730.00'	38.83'	03°02'53"	N76°03'10"E
C34	730.00'	26.69'	02°05'42"	N78°37'27"E
C35	730.00'	26.74'	02°05'55"	N80°43'16"E
C36	730.00'	26.83'	02°06'22"	N82°49'25"E
C37	730.00'	26.97'	02°07'02"	N84°56'06"E
C38	730.00'	33.87'	02°39'30"	N87°19'22"E
C39	730.00'	19.76'	01°33'04"	N88°25'38"E
C40	25.00'	16.06'	36°49'02"	S71°47'40"W
C41	25.00'	6.77'	15°30'48"	S45°37'46"W
C42	65.00'	43.80'	38°38'46"	N57°10'46"E
C43	25.00'	22.98'	52°40'11"	S50°09'04"W
C44	120.00'	40.28'	19°14'17"	S14°11'50"W
C45	1145.00'	30.00'	01°30'05"	S84°40'13"E



LINE TABLE		
LINE	BEARING	LENGTH
L2	N27°08'11"W	6.23'
L14	S41°13'07"E	15.09'
L15	N76°03'23"E	11.64'
L16	N85°44'07"E	22.35'
L17	S48°45'11"W	16.00'
L18	S53°12'00"W	28.33'
L19	N89°47'49"W	19.42'
L20	N85°47'49"W	11.55'
L26	N00°17'54"E	18.71'
L35	N53°53'16"E	13.29'
L36	N58°09'49"E	18.47'
L37	S86°36'39"E	8.70'
L38	S41°13'07"E	25.24'
L39	S03°46'53"W	117.17'
L40	S86°36'39"E	1.45'
L41	S41°13'07"E	12.75'
L42	S03°46'53"W	117.27'
L43	N00°22'01"W	7.52'
L44	N00°22'01"W	7.52'

POINT OF BEGINNING
SE CORNER HERITAGE HILLS PHASE 4A EAST
PLAT BOOK 86, PAGE 97
STATE PL-INE COORDINATE
EAST ZONE
N: 1520333.9404
E: 435422.6607
LAT: N28°30'51.6043"
LONG: W81°41'14.4852"
SCALE: 0.9999970
CONV: -079°41.31"

CURVE TABLE				
CURVE	RADIUS	LENGTH	CENTRAL ANGLE	CHORD BEARING
C83	1145.00'	30.00'	01°30'05"	S86°10'18"E
C84	1145.00'	75.95'	03°48'01"	S88°49'21"E
C85	1145.00'	26.67'	01°20'05"	N85°58'36"E
C86	1145.00'	26.67'	01°20'04"	N87°18'32"E
C87	1145.00'	26.69'	01°20'08"	N85°58'25"E
C88	1145.00'	26.74'	01°20'17"	N84°36'13"E
C89	1145.00'	39.37'	01°58'12"	N82°56'59"E
C90	1145.00'	62.36'	03°07'13"	N80°24'17"E
C91	1145.00'	26.68'	01°20'07"	N78°10'37"E
C92	1145.00'	26.66'	01°20'03"	N76°50'32"E
C93	1145.00'	26.66'	01°20'03"	N75°30'29"E
C94	1145.00'	26.69'	01°20'08"	N74°10'23"E
C95	1145.00'	42.66'	02°08'04"	N72°26'17"E
C96	1145.00'	56.18'	02°48'41"	N69°57'54"E
C97	1145.00'	26.69'	01°20'07"	N67°53'30"E
C98	1145.00'	26.66'	01°20'03"	N66°33'25"E
C99	1145.00'	26.66'	01°20'03"	N65°13'22"E
C100	1145.00'	26.69'	01°20'08"	N63°53'17"E
C101	1145.00'	51.38'	02°34'16"	N61°56'05"E
C102	1145.00'	41.46'	02°04'29"	N59°36'42"E
C103	1145.00'	8.21'	00°24'38"	N58°22'08"E
C104	555.00'	8.39'	00°51'59"	S58°35'40"W
C105	555.00'	250.37'	25°50'50"	S84°43'40"W
C106	25.00'	22.83'	52°19'48"	S63°37'55"E
C107	65.00'	47.67'	42°00'59"	N58°28'30"W
C108	25.00'	22.83'	52°19'48"	S53°19'05"E
C109	370.00'	2.08'	00°19'17"	S28°59'32"E
C110	370.00'	53.30'	08°15'13"	S22°42'17"E

CURVE TABLE				
CURVE	RADIUS	LENGTH	CENTRAL ANGLE	CHORD BEARING
C128	70.00'	111.14'	80°58'16"	N04°16'02"E
C130	670.00'	9.10'	00°46'42"	N50°08'31"E
C131	670.00'	26.69'	02°16'56"	N51°40'20"E
C132	670.00'	26.66'	02°16'48"	N53°57'12"E
C133	670.00'	49.98'	04°16'25"	N57°13'49"E
C134	670.00'	57.29'	04°53'58"	N61°48'01"E
C135	670.00'	26.72'	02°17'05"	N65°24'32"E
C136	670.00'	26.67'	02°16'49"	N67°41'29"E
C137	670.00'	26.67'	02°16'50"	N69°58'19"E
C138	670.00'	26.72'	02°17'07"	N72°15'17"E
C139	670.00'	57.90'	04°57'04"	N75°52'23"E
C140	670.00'	53.08'	04°32'21"	N80°37'06"E
C141	670.00'	26.68'	02°16'54"	N84°01'43"E
C142	670.00'	26.66'	02°16'49"	N86°18'34"E
C143	670.00'	26.70'	02°17'00"	N88°35'28"E
C144	670.00'	5.50'	00°28'12"	N89°58'05"E
C145	555.00'	16.28'	01°40'48"	S70°57'50"W
C146	555.00'	107.46'	11°05'38"	S64°34'37"W

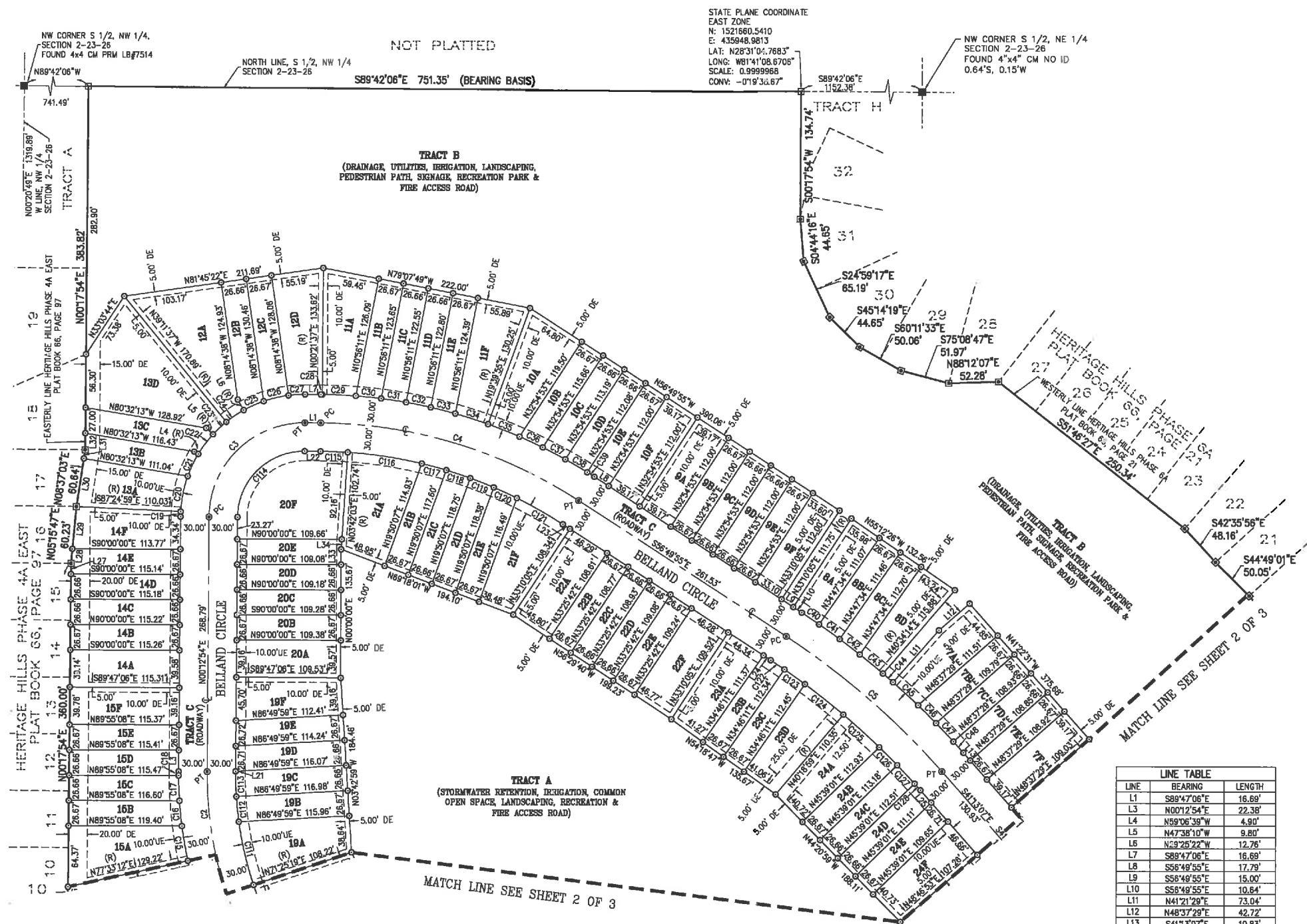
HERITAGE HILLS PHASE 4B

LYING IN SECTION 2, TOWNSHIP 23 SOUTH, RANGE 26 EAST,
CITY OF CLERMONT, LAKE COUNTY, FLORIDA.

SHEET 3 OF 3

PLAT BOOK

PAGE



CURVE TABLE					
CURVE	RADIUS	LENGTH	CENTRAL ANGLE	CHORD	CHORD BEARING
C2	400.00'	191.06'	27°22'05"	188.25'	S13°28'08"E
C3	100.00'	157.08'	90°00'00"	141.42'	S45°12'54"W
C4	500.00'	287.57'	32°57'12"	283.62'	N73°16'30"W
C5	800.00'	218.00'	15°36'47"	217.33'	N49°01'31"W
C15	430.00'	37.26'	04°57'51"	37.24'	S09°57'32"E
C16	430.00'	28.80'	03°34'17"	28.80'	S05°41'48"E
C17	430.00'	28.68'	03°33'19"	28.68'	S02°08'00"E
C18	430.00'	4.26'	02°34'15"	4.26'	S00°01'13"E
C19	130.00'	5.37'	02°22'07"	5.37'	S01°23'57"W
C20	130.00'	38.33'	16°53'41"	38.19'	S11°01'51"W
C21	130.00'	25.69'	11°24'40"	25.85'	S25°11'01"W
C22	130.00'	26.03'	11°28'28"	25.99'	S36°37'36"W
C23	130.00'	19.16'	08°26'34"	19.14'	S46°35'07"W
C24	130.00'	22.17'	09°46'15"	22.14'	S55°41'31"W
C25	130.00'	22.86'	10°07'46"	22.85'	S65°38'31"W
C26	130.00'	26.83'	11°48'22"	26.78'	S76°37'06"W
C27	130.00'	17.44'	07°41'07"	17.42'	S86°22'20"W
C28	530.00'	1.34'	00°08'43"	1.34'	N89°42'45"W
C29	530.00'	35.34'	03°49'13"	35.33'	N87°43'47"W
C30	530.00'	26.79'	02°53'45"	26.78'	N84°22'17"W
C31	530.00'	26.68'	02°53'06"	26.68'	N81°28'52"W
C32	530.00'	26.66'	02°52'57"	26.66'	N78°35'51"W
C33	530.00'	26.72'	02°53'18"	26.72'	N75°42'43"W
C34	530.00'	36.38'	03°55'59"	36.36'	N72°18'04"W
C35	530.00'	35.65'	03°51'15"	35.64'	N68°24'27"W
C36	530.00'	26.83'	02°54'41"	26.83'	N65°01'29"W
C37	530.00'	26.77'	02°53'37"	26.76'	N62°07'21"W
C38	530.00'	26.68'	02°53'04"	26.68'	N59°14'00"W
C39	530.00'	8.87'	00°57'34"	8.87'	N57°18'41"W
C40	830.00'	22.19'	01°31'54"	22.19'	N56°03'58"W
C41	830.00'	26.67'	01°50'28"	26.67'	N54°22'47"W
C42	830.00'	26.70'	01°50'34"	26.69'	N52°32'16"W
C43	830.00'	31.68'	02°11'14"	31.68'	N50°31'22"W
C44	830.00'	13.91'	00°57'36"	13.91'	N48°56'58"W
C45	830.00'	35.80'	02°28'17"	35.80'	N47°14'01"W
C46	830.00'	26.73'	01°50'42"	26.73'	N45°04'32"W
C47	830.00'	26.68'	01°50'29"	26.67'	N43°13'56"W
C48	830.00'	15.83'	01°05'34"	15.83'	N41°45'54"W
C111	370.00'	68.55'	10°36'55"	68.45'	S13°16'13"E
C112	370.00'	26.71'	04°08'08"	26.70'	S05°53'41"E
C113	370.00'	26.10'	04°02'31"	26.10'	S01°48'22"E
C114	70.00'	109.86'	90°00'00"	98.98'	S45°12'54"W
C115	470.00'	28.60'	03°28'09"	28.58'	N88°02'32"W
C116	470.00'	79.12'	08°38'42"	79.03'	N81°28'36"W
C117	470.00'	26.77'	03°15'48"	26.77'	N75°01'21"W
C118	470.00'	26.67'	03°15'06"	26.67'	N71°45'53"W
C119	470.00'	26.67'	03°15'06"	26.67'	N68°30'47"W
C120	470.00'	26.77'	03°15'49"	26.77'	N65°15'19"W
C121	470.00'	55.71'	06°47'30"	55.68'	N60°13'40"W
C122	770.00'	17.56'	01°18'23"	17.56'	N56°04'43"W
C123	770.00'	26.67'	01°58'06"	26.67'	N54°31'59"W
C124	770.00'	51.83'	03°51'25"	51.82'	N51°36'44"W
C125	770.00'	51.08'	03°48'06"	51.08'	N47°46'59"W
C126	770.00'	26.67'	01°58'04"	26.67'	N44°53'24"W
C127	770.00'	26.67'	01°58'04"	26.67'	N42°54'19"W
C128	770.00'	9.33'	00°41'40"	9.33'	N41°33'57"W

LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°47'06"E	16.69'
L3	N00°12'54"E	22.38'
L4	N59°06'39"W	4.90'
L5	N47°38'10"W	9.80'
L6	N39°25'22"W	12.76'
L7	S89°47'06"E	16.69'
L8	S58°49'55"E	17.79'
L9	S58°49'55"E	15.00'
L10	S58°49'55"E	10.84'
L11	N41°21'29"E	73.04'
L12	N48°37'29"E	42.72'
L13	S41°13'07"E	10.83'
L21	N00°12'54"E	0.57'
L22	S89°47'06"E	16.69'
L23	S58°49'55"E	8.85'
L24	S58°49'55"E	9.11'
L25	S41°13'07"E	17.36'
L27	N00°12'54"E	11.37'
L28	N05°15'47"E	15.37'
L29	N05°15'47"E	44.06'
L30	N08°37'03"E	51.37'
L31	N08°37'03"E	9.27'
L32	N00°12'54"E	17.62'
L33	N00°00'00"E	16.11'
L34	N03°42'03"E	10.58'

**AGENDA ITEM**

Meeting Date	
Tuesday, September 13, 2016	
Agenda Item Name	
Surplus Request	
Requested Action	
Recommend to approve and declare end of life inventory as surplus from Parks & Recreation, Public Works, Fire and Police Departments and dispose of in accordance with the Purchasing Policy.	
Staff Report	
The Purchasing Department, on behalf of the Parks and Recreation, Public Works, Fire and Police Departments recommends approval of the above action. The following inventory have reached their end of life service and approval to surplus these items is being requested. <u>Parks and Recreation Department</u> Qty: Property Description (1) 2002 Chevrolet Blazer, Vehicle No. 4203 – 61,627 miles (1) 1999 Dodge Ram 1500, Vehicle No. 4200 – 166,604 miles <u>Police Department</u> Qty: Property Description (1) 2009 Dodge Charger, Vehicle 2167 - 87,606 miles Total loss / accident <u>Fire Department</u> Qty: Property Description (1) 2005 Ford Explorer, Vehicle 3107 - 82,570 miles <u>Public Works Department</u> Qty: Property Description (1) 1978 Chevrolet Scottsdale, Vehicle 4413 - 22,335 miles (1) 1997 Chevrolet Lumina, Vehicle 4268 - 87,018 miles (1) 2001 Jeep Cherokee, Vehicle 1115 - 129,936 miles (1) 1997 Jeep Cherokee, Vehicle 5201 - 80,061 miles Salvageable surplus property will be sold through GovDeals.com, an electronic auction website for government property. Non-salvageable property will be disposed of appropriately.	

Additional Analysis		
Fiscal Impact Summary		
Surplus property is anticipated to be sold for approximately \$6,000.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Parks and Recreation Department Property Disposal	Parks and Recreation Department Surplus.pdf
2.	Public Works Department Property Disposal	Public Works Property Disposal.pdf
3.	Fire Department Property Disposal	Fire Department Property Disposal.pdf
4.	Police Department Property Disposal	Police Department Surplus Property.pdf

PROPERTY DISPOSAL FORM

Department: Parks and Recreation Asset Tag#: 131871
Contact Person: Chris Dudeck Phone: 352-708-5997
Year / Make / Model: Dodge Ram 1500 1999 Vehicle No. 4200
Miles / Hours: 166604 Serial / VIN: 167HC16XSXS209821
Description of Property Pickup Truck

☐ 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 or material that is of no use to the City.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **OTHER:** _____

Director Signature: _____

Date: 6/1/16

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Manager: _____

*****Finance Section Office Use Only*****

Asset Number: _____

Completed by: _____

Date: _____

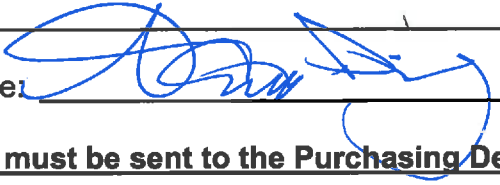
PROPERTY DISPOSAL FORM

Department: Parks & Rec Asset Tag#: 10003
Contact Person: _____ Phone: _____
Year / Make / Model: 2002 Chevy Blazer Vehicle No. 4203
Miles / Hours: 61627 Serial / VIN: 1GNCS13W42K150463
Description of Property One vehc.

☐ 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 or material that is of no use to the City.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **OTHER:** _____

Director Signature: 

Date: 8/16/16

*****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: _____

*****Finance Section Office Use Only*****

Asset Number: _____

Completed by: _____

Date: _____

PROPERTY DISPOSAL FORM

Department: PUBLIC WORKS Asset Tag#: 10526
Contact Person: TIM CAYTON Phone: 352-394-7177
Year / Make / Model: 1978 CHEVY SCOTTSDALE Vehicle No. 4413
Miles / Hours: 22,335 Serial / VIN: CKL338B172892
Description of Property RED & WHITE 4X4 DUALY FIRE TRUCK / BRUSH TRUCK

☐ 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 or material that is of no use to the City.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☒ **OTHER:** AGE OF VEHICLE AND NO LONGER IN USE.

Director Signature: 

Date: 8-30-16

*****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: _____

*****Finance Section Office Use Only*****

Asset Number: _____

Completed by: _____

Date: _____

PROPERTY DISPOSAL FORM

Department: PUBLIC WORKS Asset Tag#: N/A
Contact Person: TIM CAYTON Phone: 352-394-7177
Year / Make / Model: 1997 CHEVY LUMINA Vehicle No. 4268
Miles / Hours: 87,018 Serial / VIN: 2G1WL52M2V9260484
Description of Property WHITE 4 DOOR CAR

☐ 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 or material that is of no use to the City.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☒ **OTHER:** AGE OF VEHICLE AND REPAIR COST ARE TO HIGH

Director Signature: 

Date: 8-30-16

*****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: _____

*****Finance Section Office Use Only*****

Asset Number: _____

Completed by: _____

Date: _____

PROPERTY DISPOSAL FORM

Department: PUBLIC WORKS

Asset Tag#: 10037

Contact Person: TIM CAYTON

Phone: 352-394-7177

Year / Make / Model: 2001 JEEP CHEROKEE

Vehicle No. 1115

Miles / Hours: 129,936

Serial / VIN: 1J4FF48541C568137

Description of Property WHITE 4X4 4DOOR JEEP

☐ 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 or material that is of no use to the City.

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

☒ **OTHER:** THE AGE OF VEHICLE AND THE COST OF REPAIRS ARE TO HIGH.

Director Signature: 

Date: 8-30-16

*****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: _____

*****Finance Section Office Use Only*****

Asset Number: _____

Completed by: _____

Date: _____

PROPERTY DISPOSAL FORM

Department: PUBLIC WORKS Asset Tag#: N/A
Contact Person: TIM CAYTON Phone: 352-394-7177
Year / Make / Model: 1997 JEEP CHEROKEE Vehicle No. 5201
Miles / Hours: 80,061 Serial / VIN: 1J4FJ2858VL516132
Description of Property WHITE 4X4 4DOOR JEEP

☐ 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 or material that is of no use to the City.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☒ **OTHER:** AGE OF VEHICLE AND REPAIR COST TO FIX IS TO HIGH.

Director Signature:  Date: 8-30-6

*****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: _____

*****Finance Section Office Use Only*****

Asset Number: _____

Completed by: _____ Date: _____

PROPERTY DISPOSAL FORM

Department: Fire Asset Tag#: 10332
Contact Person: Kathy Johnston Phone: 352-394 7662
Year / Make / Model: 2005 FORD EXPLORER Vehicle No. 3107
Miles / Hours: 82570 Serial / VIN: 1FMZU62K25UA65301
Description of Property 2005 FORD EXPLORER

☐ 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 or material that is of no use to the City.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☒ **OTHER:** suprlus

Director Signature: Carl L. Bishop Date: 8.26.16

*****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: _____

*****Finance Section Office Use Only*****

Asset Number: _____

Completed by: _____ Date: _____

PROPERTY DISPOSAL FORM

Department: Police Asset Tag#: _____

Contact Person: Charles Broadway Phone: 352-394-5588

Year / Make / Model: 2009 Dodge Charger Vehicle No. 2167

Miles / Hours: 87,606 Serial / VIN: 2B3KA43V39H597160

Description of Property Vehicle involved in a crash. The vehicle has been deemed a total loss.

☐ 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.

☐ **OTHER:** _____

Director Signature: _____

Date: _____

8-30-16

*****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: _____

*****Finance Section Office Use Only*****

Asset Number: _____

Completed by: _____

Date: _____



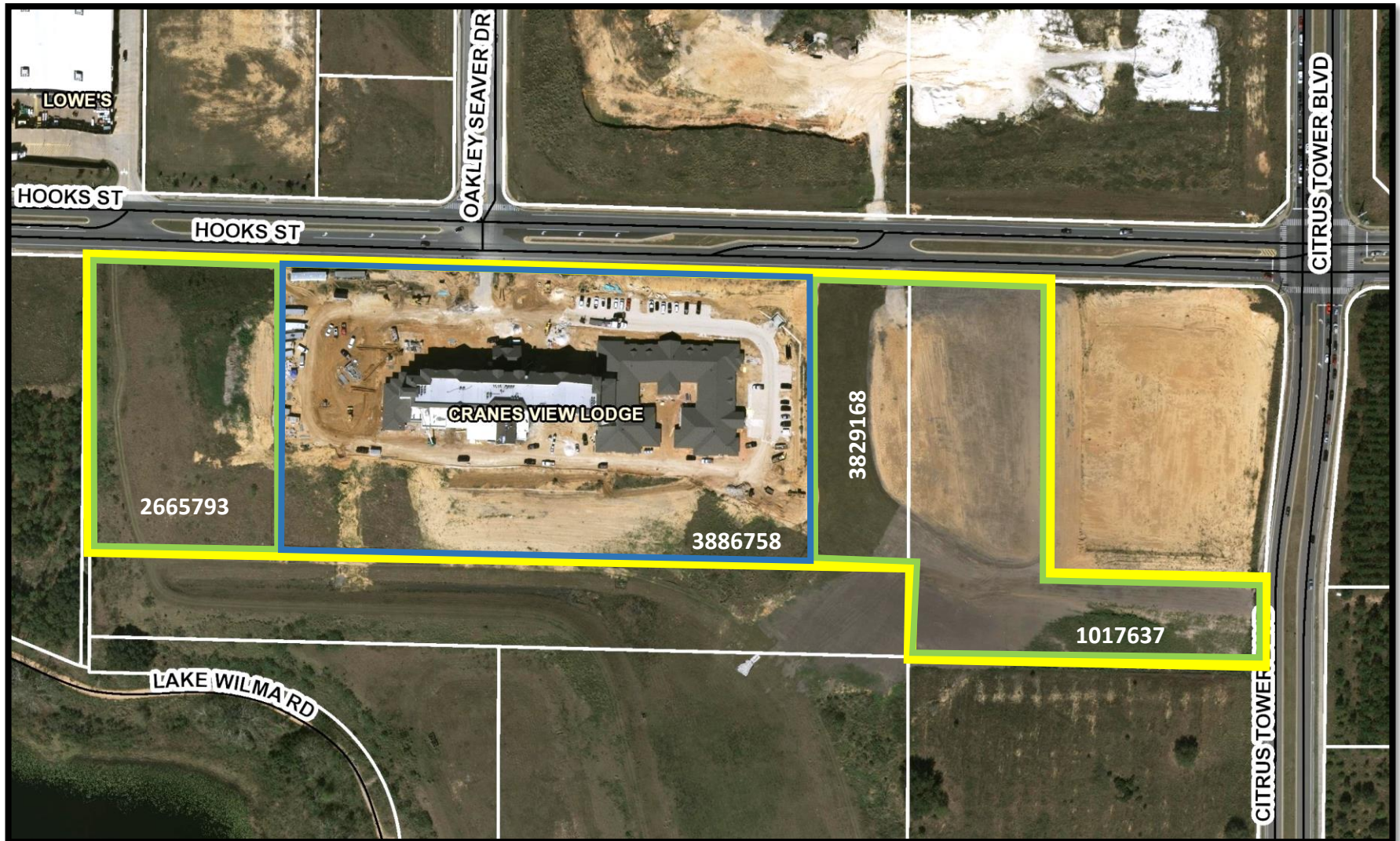
CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date											
Tuesday, September 13, 2016											
Agenda Item Name											
Conditional Use Permit Partial Release											
Requested Action											
Recommend to approve the release of the parcels that are not applicable to the CUP.											
Staff Report											
This action item is to release a portion of a conditional use permit (CUP) that had been recorded in error with an incorrect legal description for Crane's View Lodge on the CUP short form. In October 2012, Dewitt Enterprises had multiple parcels under consideration before the City Council for a rezoning from UE Urban Estate to C-2 General Commercial. The legal description was for a total of 18.89 acres +/- . During the same public hearing, a portion of this property, 8.67 acres, was under consideration for a CUP for an assisted-living and memory-care facility, Living Well Lodge, now known as Crane's View Lodge. Both the rezoning (Ordinance 2012-09-M) and CUP (Resolution 2012-34) were approved by Council. Crane's View Lodge has been constructed and the remaining acreage has been sold. The parcel to the west (AK 2665793) is currently being developed for the new Lake County Tax Collector's office. The parcels to the east (AK 3829168 & 1017637) have recently been sold and are under consideration for development. To clear title to these parcels, a partial release of the CUP is being requested for these specific properties. The remaining 8.67 acres, AK 3886758, will remain under the CUP and is the Crane's View Lodge.											
Additional Analysis											
Fiscal Impact Summary											
Fiscal Impact	Fund Number and Description	Available Budget Amount									
Exhibits Attached (copies of original agreements)											
<table border="0"><tr><td>1.</td><td>Map</td><td>Release Map.pdf</td></tr><tr><td>2.</td><td>Partial Release AK 2665793</td><td>Partial Release of Conditional Use Permit re_ 2665793.docx</td></tr><tr><td>3.</td><td>Partial Release 3829168 & 1017637</td><td>Partial Release of Conditional Use Permit re_ 1775 Hooks Street.docx</td></tr></table>			1.	Map	Release Map.pdf	2.	Partial Release AK 2665793	Partial Release of Conditional Use Permit re_ 2665793.docx	3.	Partial Release 3829168 & 1017637	Partial Release of Conditional Use Permit re_ 1775 Hooks Street.docx
1.	Map	Release Map.pdf									
2.	Partial Release AK 2665793	Partial Release of Conditional Use Permit re_ 2665793.docx									
3.	Partial Release 3829168 & 1017637	Partial Release of Conditional Use Permit re_ 1775 Hooks Street.docx									

Partial Release of CUP – Cranes View Lodge



The yellow outline (18.89 acres +/-) is the area that was rezoned from UE Urban Estates to C-2 General Commercial under Ordinance 2012-09-M. The blue area (8.67 acres +/-) is what was under consideration for a CUP for the Cranes View Lodge and is the correct legal for Resolution 2012-34. The two green areas (10.22 acres +/-) are the parcels that were included in the short form legal for the CUP and are being requested to be released since they have nothing to do with the CUP and were incorrectly recorded. The AK numbers are in white.

This instrument was prepared by
And should be returned to:

Daniel R. Mantzaris, Esq.
**de Beaubain, Knight, Simmons,
Mantzaris & Neal, LLP**
332 North Magnolia Ave.
Orlando, Florida 32801

PARTIAL RELEASE OF CONDITIONAL USE PERMIT

This Partial Release of Conditional Use Permit (“Release”) is executed on _____, 2016, by the City of Clermont, Florida, a Florida municipal corporation, and hereby releases the below described real property (“Property”) from that certain Conditional Use Permit adopted and approved by the Clermont City Council by Resolution No. 2012-34 and agreed to and accepted by the developer/applicant named therein and from that certain Short Form Conditional Use Permit recorded on November 2, 2012 under Instrument # 2012115841 at Book 4234, Page 2349 of the Official Records of Lake County, Florida (collectively “CUP”). The purpose of this Release is to clarify that the CUP never did and does not now affect the Property.

The Property is legally described as:

CLERMONT, LAKE HIGHLANDS 29-22-26 from SE cor of Tract 34, run N 0-08-15 E along E’ly Line of said Tract 34 a dist of 613.33 ft to an intersection with said S’ly R/W line of Hooks Street, N 88-26-42 W along said S’ly R/W line 1018.72 ft for POB, run S 0-08-15 W a dist of 473.95 ft, N 88-47-06 W to W line of Tract 35B, N along said W line of said Tract 35B to S’ly R/W line of Hooks Street, S 88-26-42 E along said S’ly R/W line to POB, Being part of Tract 35B PB 2 PG 25. AK 2665793

[Signatures on next page]

Signed, sealed and delivered in our presence:

CITY OF CLERMONT:

Print Name:_____

Print Name:_____

By:_____
Darren Gray, City Manager

STATE OF FLORIDA }
 }
COUNTY OF LAKE } ss.
 }

Acknowledged and subscribed before me by **Darren Gray**, as City Manager of the City of
Clermont, Florida, who is _____ personally known to me or who has produced
_____ as identification on _____, 2016.

Notary Public
State of Florida
My Commission Expires:_____

This instrument was prepared by
And should be returned to:

Dustin P. Stevens, Esq.
HOLLAND & KNIGHT LLP
200 S. Orange Avenue, Suite 2600
Orlando, Florida 32801

PARTIAL RELEASE OF CONDITIONAL USE PERMIT

This Partial Release of Conditional Use Permit (“Release”) is executed on _____, 2016, by the City of Clermont, Florida, a Florida municipal corporation, and hereby releases the below described real property (“Property”) from that certain Conditional Use Permit adopted and approved by the Clermont City Council by Resolution No. 2012-34 and agreed to and accepted by the developer/applicant named therein and from that certain Short Form Conditional Use Permit recorded on November 2, 2012 under Instrument # 2012115841 at Book 4234, Page 2349 of the Official Records of Lake County, Florida (collectively “CUP”). The purpose of this Release is to clarify that the CUP never did and does not now affect the Property.

The Property is legally described as:

See **Exhibit “A”** attached hereto and incorporated herein.

[Signatures on next page]

Signed, sealed and delivered in our presence:

CITY OF CLERMONT:

Print Name: _____

Print Name: _____

By: _____

Darren Gray, City Manager

STATE OF FLORIDA }
 } ss.
COUNTY OF LAKE }

Acknowledged and subscribed before me by **Darren Gray**, as City Manager of the City of
Clermont, Florida, who is _____ personally known to me or who has produced
_____ as identification on _____, 2016.

Notary Public
State of Florida
My Commission Expires: _____

Exhibit "A"
Legal Description

Description Parcel 1:

BEGIN at the Southeast corner of Tract 34, LAKE HIGHLANDS COMPANY, Section 29, Township 22 South, Range 26 East, according to the plat thereof, as recorded in Plat Book 2, Page 25, Public Records of Lake County, Florida, thence run N 00°08'55" E along the East line of said Tract 34 for a distance of 145.43 feet; thence run N 88°49'22" W for a distance of 151.61 feet; thence run N 00°08'43" E for a distance of 468.88 feet to the South right of way line of Hooks Street; thence run S 88°26'52" E along said South right of way line of Hooks Street for a distance of 374.31 feet to the West line of the East 435.46 feet of the Southeast 1/4 of aforesaid Section 29; thence leaving said South right of way line run S 00°05'28" W along said West line of the East 435.46 feet of the Southeast 1/4 for a distance of 470.15 feet to the South line of the North 520.00 feet of said Southeast 1/4 of Section 29; thence run S 88°26'52" E along said South line of the North 520.00 feet of said Southeast 1/4 of Section 29 for a distance of 351.31 feet to a point on the East right of way line of Citrus Tower Boulevard, said point being the beginning of a non-tangent curve concave to the East, having a radius of 1050.04 feet, a chord bearing of S 01°08'44" W and a chord distance of 37.48 feet; thence run Southerly along said East right of way line of Citrus Tower Boulevard and the arc of said curve for a distance of 37.49 feet through a central angle of 2°02'44" to the end of said curve; thence run S 00°05'57" W along said East right of way line of Citrus Tower Boulevard for a distance of 105.08 feet to the South line of Tract 33, said plat of LAKE HIGHLANDS COMPANY; thence run N 88°30'30" W along said South line of Tract 33 for a distance of 573.87 feet to the Point of Beginning. AK 3829168 & 1017637



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, September 13, 2016		
Agenda Item Name		
Cost Share Agreement Amendment		
Requested Action		
Recommend to approve Amendment to Cost Share Agreement with SJRWMD for Lower Floridan aquifer wells up to the amount of \$1,980,000.00.		
Staff Report		
In December 2015, the City of Clermont entered into a grant agreement with SJRWMD for up to \$1,980,000.00 to design, construct and test 2 wells into the Lower Floridan Aquifer. The SJRWMD is requiring amendments to the agreement including language for the Florida Single Audit Act and language for requirements on invoicing the SJRWMD. There were no changes to funding. The City of Clermont Utility Master plan includes upgrading all of its potable water wells to access the Lower Floridan aquifer which is considered to be an alternative water by with the SJRWMD. This plan is in conjunction with the findings of the Central Florida Water Initiative Water Supply Plan as well as the South Lake Regional Water Initiative Water Supply Study. Staff recommends approval of the Amendment to Cost Share Agreement for up to \$1,980,000.00 with St. Johns River Water Management District.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. SJRWMD Cost Share Agreement Amendment Cost Share Agreement #28473, SJRWMD Amendment #1.pdf		

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN
THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND CITY OF CLERMONT
FOR LOWER FLORIDAN AQUIFER EXPLORATORY AND WATER SUPPLY DEVELOPMENT
SUNBURST WELL NUMBERS 1 & 2 PROJECT**

THIS AMENDMENT is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT ("District"), whose mailing address is 4049 Reid Street, Palatka, Florida 32177, and CITY OF CLERMONT ("Recipient"), whose address is 685 West Montrose Street, Clermont, Florida 34711, and is effective on the date the last party has executed same.

PREMISES:

The parties entered into Agreement No. 28473 on December 21, 2015, to provide funding for the Recipient's Lower Floridan Aquifer Exploratory and Water Supply Development, Sunburst Well Numbers 1 & 2 Project ("Agreement").

The parties desire to amend the Agreement.

NOW, THEREFORE, in consideration of the above premises, which are hereby made a part of this amendment, the mutual covenants contained herein, and other good and valuable consideration, the parties hereby agree to amend the Agreement as follows:

1. Paragraph 5(d), **PAYMENT OF INVOICES**, is hereby deleted in its entirety and replaced with the following:
 - (d) All invoices shall include the following information: (1) District contract number; (2) Recipient's name, address, and authorization to directly deposit payment into Recipient's account (if Recipient has not yet provided the District with a completed Direct Deposit Authorization form; (3) Recipient's invoice number and date of invoice; (4) District Project Manager; (5) Recipient's Project Manager; (6) supporting documentation as to cost and/or Project completion (as per the cost schedule and other requirements of the Statement of Work), in addition, see Attachment D, "CONTRACT PAYMENT REQUIREMENTS FOR STATE FUNDED COST REIMBURSEMENT CONTRACTS"; (7) Progress Report (if required); (8) Diversity Report (if otherwise required herein). Invoices that do not correspond with this paragraph shall be returned without action within twenty (20) business days of receipt, stating the basis for rejection. Payments shall be made within forty-five (45) days of receipt of an approved invoice.
2. Paragraph 25 **FLORIDA SINGLE AUDIT ACT**, is hereby added to this Agreement as follows:
 - (a) **Applicability.** The Florida Single Audit Act (FSAA), section 215.97, Fla. Stat., applies to all sub-recipients of state financial assistance, as defined in section 215.97(1)(q), Fla. Stat., awarded by the District through a project or program that is funded, in whole or in part, through state financial assistance to the District. In the event Recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such Recipient, Recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, Fla. Stat.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, Recipient shall consider all sources of state financial assistance,

including state financial assistance received from the District, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. Recipient is solely responsible for complying with the FSAA.

If Recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, Fla. Stat., is not required. In such event, should Recipient elect to have an audit conducted in accordance with section 215.97, Fla. Stat., the cost of the audit must be paid from the non-state entity's resources (i.e., Recipient's resources obtained from other than State entities).

- (b) **Program Information** This Agreement involves the disbursement of state funding by the FDEP in the amount of \$990,000. Funding is provided under the State of Florida Water Protection and Sustainability Program. The Florida Catalog of Financial Assistance (CSFA) number for this program is CFSA No. 37.066. The District is providing a funding match of \$990,000.
- (c) **Additional Information.** For information regarding the state program under the above CSFA number, Recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa/catalog.aspx> for assistance. The following websites may be accessed for additional information: Legislature's Website at <http://www.leg.state.fl.us/>, State of Florida's website at <http://myflorida.com>, District of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.
- (d) **Allowable Costs.** Recipient may only charge allowable costs to this Agreement, as otherwise provided herein. Any balance of unobligated cash that have been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be returned to the District.
- (e) **Audit Requirements.** Recipient shall ensure that the audit complies with the requirements of section 215.97(7), Fla. Stat. This includes submission of a financial reporting package as defined by section 215.97(2), Fla. Stat., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Recipient shall comply with the program requirements described in 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 Statement of Work.
- (f) **Financial Reporting.** Recipient shall provide the District with a copy of any reports, management letters, or other information required to be submitted in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable, no more than 20 days after its preparation. Recipient shall indicate the date the reporting package was delivered to Recipient in correspondence accompanying the reporting package. This information shall be directed to: St. Johns River Water Management District, Mr. Greg Rockwell, Finance Director, Office of Financial Services, 4049 Reid Street, Palatka, FL 32177. A copy of the report shall also be provided to the Auditor General's Office at the following address: State of Florida Auditor General, Room 401, Claude Pepper Building, 111 West Madison Street, Tallahassee, Florida 32399-1450.

- (g) **Monitoring.** In addition to reviews of audits conducted in accordance with section 215.97, Fla. Stat., as revised, monitoring procedures may include, but not be limited to, on-site visits by District staff, limited scope audits, and/or other procedures. Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the District. In the event the District determines that a limited scope audit of Recipient is appropriate, Recipient agrees to comply with any additional instructions provided by the District to Recipient regarding such audit. Recipient agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the District's Inspector General or the state Chief Financial Officer or Auditor General.
- (h) **Examination of Records.** In addition to the District's audit rights otherwise provided for herein, Recipient shall permit the District or its designated agent, the state awarding agency, the Department of Financial Services, the state's Chief Financial Officer and the state's Auditor General to examine Recipient's financial and non-financial records to the extent necessary to monitor Recipient's use of state financial assistance and to determine whether timely and appropriate corrective actions have been taken with respect to audit findings and recommendations, which may include onsite visits and limited scope audits.
- (i) **Records Retention.** Notwithstanding any other provision of this Agreement to the contrary, Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, and shall allow the District, or its designee, state Chief Financial Officer, or Auditor General access to such records upon request. Recipient shall ensure that audit working papers are made available for such access for a period of three years from the date the audit report is issued, unless extended in writing by the District.

3. All other terms and conditions of the Agreement, including any subsequent amendments, are hereby ratified and continue in full force and effect.

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

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

CITY OF CLERMONT

By: _____
Ann B. Shortelle, Ph.D., Executive Director
(or designee)

By: _____

Typed Name and Title

Date: _____

Date: _____

1

ATTACHMENTS

Attachment D – Contract Payment Requirements for State-Funded Cost Reimbursement Contracts

ATTACHMENT D

**CONTRACT PAYMENT REQUIREMENTS FOR
STATE-FUNDED COST REIMBURSEMENT CONTRACTS**

Invoices for state-funded cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed, indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation shall clearly reflect the dates of service. Only expenditures for categories in the approved contract budget will be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements by cost category:

Salaries: Submit a payroll register or similar documentation showing gross salary charges, fringe benefits, other deductions, and net pay. If an individual is paid by the hour, a document reflecting the hours worked times the rate of pay is acceptable.

Fringe Benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage, rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved State of Florida (State) or District travel voucher.

Other direct costs: Reimbursement is based upon paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in section 273.02, Florida Statutes, for subsequent transfer to the State.

In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

The "Reference Guide for State Expenditures" prepared by the Florida Department of Financial Services can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date			
Tuesday, September 13, 2016			
Agenda Item Name			
Contract Award			
Requested Action			
Recommend to approve a piggyback contract between Martin County B.C.C. and Allied Universal Corporation to provide water & wastewater treatment chemical.			
Staff Report			
The Purchasing Department and the Environmental Services Department recommend approval of the above action. At the request of the Environmental Services Department, the Purchasing Department sought a contract from Martin County B.C.C. to purchase water and wastewater treatment chemicals. In accordance with the direction of City Council, the Purchasing Department issued a Request for Interest (RFI) number 1608-004 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 Martin County B.C.C. contract. The Martin County B.C.C. contract was obtained through a fully competitive solicitation and complies with the City of Clermont Purchasing Policy.			
Additional Analysis			
Fiscal Impact Summary			
Annual projected cost of \$160,000 is included in the current year approved budget.			
Fiscal Impact	Fund Number and Description	Available Budget Amount	
Exhibits Attached (copies of original agreements)			
1.	RFI 1608-004	RFI 1608-004.pdf	
2.	Martin County B.C.C. Agreement	Agreement.pdf	



REQUEST FOR INFORMATION

Intent to Utilize Martin County Contract for Water & Wastewater Treatment Chemicals

CONTACT INFORMATION: Freddy L. Suarez, MPA, CPPB Purchasing Director EMAIL: fsuarez@clermontfl.org Phone: (352) 241-7350	RFI No. 1608-004	ISSUED DATE: August 19, 2016
	NOTICE OF INTENT TO PIGGYBACK A CONTRACT NOTICE END DATE: <u>August 29, 2016 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: Environmental Services Department

(b) Company Information: Allied Universal Corporation

(c) Contract Number and Title: RFB 2014-2696 titled Chemicals for Water & Wastewater Treatment

(d) Length of Contract: Initial contract expires July 2, 2017 w/optional three (3) annual renewals.

(e) Product or Service Provided: Provides liquid Sodium Hypochlorite (12%)

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.

AGREEMENT FOR
WATER & WASTEWATER TREATMENT CHEMICAL

THIS AGREEMENT, made and entered into this ____ day of _____ 2016, A.D., by and between the City of Clermont 685 West Montrose Street, Clermont, Florida (hereinafter referred to as "CITY"), and ALLIED UNIVERSAL CORPORATION, 3901 NW 115 Avenue, Miami, FL 33178 (hereinafter referred to as "CONTRACTOR").

WHEREAS, the Martin County through the public procurement process awarded an agreement for chemicals for water & wastewater treatment, Martin County Number RFB2014-2696;

WHEREAS, CITY desires to utilize the above-referenced awarded bid, CONTRACTOR's response thereto and agreement in accordance with CITY's procurement policy; and

WHEREAS, CONTRACTOR desires to enter into a contract with CITY based on the terms and conditions of Martin County Contract Number RFB2014-2696.

WITNESSETH: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

ARTICLE I - SCOPE OF WORK

The CONTRACTOR shall furnish services and materials as described in Martin County Contract Bid number 2014-2696, which is attached hereto and incorporated herein as Exhibit "A" and shall do everything required by this Agreement and the other Agreement Documents contained in the specifications, which are a part of these Documents. Provided, however, that nothing herein shall require CITY to purchase or acquire any items or services from CONTRACTOR. To the extent of a conflict between this Agreement and Exhibit "A", the terms and conditions of this Agreement shall prevail and govern. In all instances the CITY purchasing policy, resolutions and ordinances shall apply.

ARTICLE II - THE CONTRACT SUM

CITY shall pay CONTRACTOR, for the faithful performance of the Agreement as set forth in the Agreement documents and the Unit Price Schedule as set forth in Exhibit 'A', attached hereto and incorporated herein.

ARTICLE III – TERM AND TERMINATION

1. This Agreement is to become effective upon execution by both parties, and shall remain in effect until July 2, 2017, unless terminated or renewed as provided by Martin County.
2. Notwithstanding any other provision of this Agreement, CITY may, upon written notice to CONTRACTOR, terminate this Agreement if: ~~a) without cause and for convenience upon thirty (30) days written notice to~~
NOT IN RFB2014-2696

~~CONTRACTOR~~ - b) CONTRACTOR is adjudged to be bankrupt; c) CONTRACTOR makes a general assignment for the benefit of its creditors; d) CONTRACTOR fails to comply with any of the conditions or provisions of this Agreement; or e) CONTRACTOR is experiencing a labor dispute, which threatens to have a substantial, adverse impact upon performance of this Agreement, without prejudice to any other right or remedy CITY may have under this Agreement. In the event of such termination, CITY shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work, properly performed and accepted prior to the effective date of termination.

3. Upon mutual agreement of the parties, this Agreement may be renewed for three (3) additional one (1) year terms.

ARTICLE IV - COMMENCEMENT AND COMPLETION OF WORK

The CONTRACTOR shall provide all items in the timeframe as set forth in the applicable purchase order or notice to proceed.

ARTICLE V - PAYMENTS

In accordance with the provisions fully set forth in the General Conditions, CONTRACTOR shall submit a payment request by the third (3rd) day of each calendar month for items provided during the preceding calendar month. CITY shall make payment to the CONTRACTOR, within thirty (30) calendar days, on the basis of a duly certified and approved payment invoice by the CITY for services provided and accepted by the CITY.

ARTICLE VI – DISPUTE RESOLUTION - MEDIATION

1. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to voluntary arbitration or the institution of legal or equitable proceedings by either party.
2. The CITY and CONTRACTOR shall endeavor to resolve claims, disputes and other matters in question between them by mediation.
3. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Clermont, Lake County, Florida, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

ARTICLE VII – INSURANCE AND INDEMNIFICATION RIDER

1. Worker's Compensation Insurance - The CONTRACTOR shall take out and maintain during the life of this Agreement Worker's Compensation Insurance for all his employees connected with the work of this Project and, in case any work is sublet, the

CONTRACTOR shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Such insurance shall comply with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this Agreement at the site of the Project is not protected under the Worker's Compensation statute, the CONTRACTOR shall provide adequate insurance, satisfactory to the CITY, for the protection of employees not otherwise protected.

2. CONTRACTOR's Public Liability and Property Damage Insurance - The Contractor shall take out and maintain during the life of this Agreement Comprehensive General Liability and Comprehensive Automobile Liability Insurance as shall protect it from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement whether such operations are by itself or by anyone directly or indirectly employed by it, and the amount of such insurance shall be minimum limits as follows:

- (a) CONTRACTOR's Comprehensive General, \$1,000,000 Each
(\$2,000,000 aggregate)
Liability Coverages, Bodily Injury Occurrence, & Property Damage
Combined Single Limit
- (b) Automobile Liability Coverages, \$1,000,000 Each
Bodily Injury & Property Damage Occurrence,
Combined Single Limit

Insurance clause for both BODILY INJURY AND PROPERTY DAMAGE shall be amended to provide coverage on an occurrence basis.

3. SubCONTRACTOR's Public Liability and Property Damage Insurance - The CONTRACTOR shall require each of his subCONTRACTORS to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of his subCONTRACTORS in his policy, as specified above.

4. Indemnification Rider

- (a) To cover to the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the CITY and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) , and (2) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any subCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise

reduce any other right to obligation of indemnity which would otherwise exist as to any party or person described in this Article.

- (b) In any and all claims against the CITY or any of its agents or employees by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligations under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.
- (c) The CONTRACTOR hereby acknowledges receipt of ten dollars and other good and valuable consideration from the CITY for the indemnification provided herein.

ARTICLE VIII - NOTICES

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

CONTRACTOR: Allied Universal Corporation
3901 NW 115 Avenue
Miami, FL 33178
Contact: Cristhianne Mingua, Buyer

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

ARTICLE IX – MISCELLANEOUS

1. Attorneys' Fees. In the event a suit or action is instituted to enforce or interpret any provision of this agreement, the prevailing party shall be entitled to recover such sum as the Court may adjudge reasonable as attorneys' fees at trial or on any appeal, in addition to all other sums provided by law.
2. Waiver. The waiver by city of breach of any provision of this agreement shall not be construed or operate as a waiver of any subsequent breach of such provision or of such provision itself and shall in no way affect the enforcement of any other provisions of this agreement.

3. Severability. If any provision of this agreement or the application thereof to any person or circumstance is to any extent invalid or unenforceable, such provision, or part thereof, shall be deleted or modified in such a manner as to make the agreement valid and enforceable under applicable law, the remainder of this agreement and the application of such a provision to other persons or circumstances shall be unaffected, and this agreement shall be valid and enforceable to the fullest extent permitted by applicable law.
4. Amendment. Except for as otherwise provided herein, this agreement may not be modified or amended except by an agreement in writing signed by both parties.
5. Entire Agreement. This agreement including the documents incorporated by reference contains the entire understanding of the parties hereto and supersedes all prior and contemporaneous agreements between the parties with respect to the performance of services by CONTRACTOR.
6. Assignment. This agreement is personal to the parties hereto and may not be assigned by CONTRACTOR, in whole or in part, without the prior written consent of city.
7. Venue. The parties agree that the sole and exclusive venue for any cause of action arising out of this agreement shall be Lake County, Florida.
8. Applicable Law. This agreement and any amendments hereto are executed and delivered in the State of Florida and shall be governed, interpreted, construed and enforced in accordance with the laws of the State of Florida.
9. Public Records. Contractor expressly understands records associated with this project are public records and agrees to comply with Florida's Public Records law, to include, to:
 - (a) Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services contemplated herein.
 - (b) Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in this Florida's Public Records law or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - (d) Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of CONSULTANT upon termination of the contract and destroy any duplicate public records that are

exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

- (e) IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR SHALL CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, (352) 241-7331.

ARTICLE X - AGREEMENT DOCUMENTS

The Agreement Documents, as listed below are herein made fully a part of this Agreement as if herein repeated.

Document Precedence:

1. This Agreement
2. Purchase Order/Notice to Proceed
3. All documents contained in Marion County Contract/Bid No. RFB 2014-2696.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day of _____, 2016.

City of Clermont

Gail L. Ash, Mayor

Attest:

Tracy Ackroyd, City Clerk

Allied Universal Corporation

By:  Jim Palmer
(Name Printed or Typed)

President - CEO
Title

Attest:



~~Corporate Secretary~~ Bid Coordinator

Cristhianne Munguia
(Name Printed or Typed)

164621

EXHIBIT A



AGREEMENT BETWEEN COUNTY AND CONTRACTOR FOR GOODS AND SERVICES

THIS AGREEMENT, effective this 3rd day of July in the year, 2014, between:

MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, (hereinafter COUNTY), located at 2401 S.E. Monterey Road, Stuart, FL 34996

AND the CONTRACTOR:
(hereinafter CONTRACTOR)

Allied Universal Corporation
3901 NW 115 Avenue
Miami, FL 33178

Bid Name:

Chemicals for Water & Wastewater Treatment

Liquid Sodium Hypochlorite (12%)
Caustic Soda (Sodium Hydroxide 25%)

Bid Number:

RFB2014-2696

Term:

Three (3) years plus two 1-year renewal options

Not to Exceed Amount:

\$5,500,000.00

WHEREAS, COUNTY has previously determined that it has a need for goods and/or services more specifically outlined in the Request for Bids (RFB) and the Scope of Services; and

WHEREAS, COUNTY solicited competitive bids for such services pursuant to the Martin County bid number referenced on Page 1 of this Agreement; and

WHEREAS, COUNTY awarded the Bid to CONTRACTOR; and

WHEREAS, CONTRACTOR has represented that it is able to satisfactorily provide the services and or materials according to the terms and conditions of the RFB, which is incorporated herein by reference, and the terms and conditions contained herein; and

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. Services to be Performed. The CONTRACTOR hereby agrees to provide the COUNTY with goods and services, as requested and more specifically outlined in the Scope of Services attached hereto and made a part hereof as Exhibit A, this Agreement and all subsequent official documents that form the Contract Documents for this Agreement, including any additional contract terms contained herein.

2. Time of Service. Services shall be performed in a timely manner, as specified in the Request for Bid or as set forth herein.

3. Term of Agreement/Option of Renewal. This Agreement shall be in effect from the date of execution and for the term indicated on Page 1 of this Agreement and any extensions thereof. This Agreement may be renewed subject to execution of a written agreement between the COUNTY and CONTRACTOR for up to 90 additional days. This option shall be exercised only if all prices, terms and conditions remain the same, or decrease.

4. Amendment of the Agreement. This Agreement may be amended only by mutual written agreement signed by the parties. No statement, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or is binding upon any of them. The parties acknowledge that this agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

5. Assignment/Subcontracting. The CONTRACTOR shall perform all services and provide all goods and equipment required by this Agreement. No assignment or subcontracting shall be allowed without the prior written consent of the COUNTY. In the event of a corporate acquisition and/or merger, the CONTRACTOR shall provide written notice to the COUNTY within thirty (30) business days of CONTRACTOR'S notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this Agreement, which shall not be unreasonably exercised by the COUNTY, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state or federal laws. Action by the COUNTY awarding a bid to a bidder, which has disclosed its intent to assign or subcontract in its response to the RFB, without exception shall constitute approval for purpose of this Agreement.

6. **Termination/Default.** COUNTY shall notify CONTRACTOR of any failure to comply with any requirement in the Scope of Work and shall notify CONTRACTOR in writing of such failure/default. CONTRACTOR shall correct such failure/default within five (5) working days. COUNTY shall have the right to terminate this Agreement if such correction is not made within the time specified above. COUNTY reserves the right to cancel this Agreement, without cause, by giving thirty (30) days prior written notice to the CONTRACTOR of the intention to terminate. Failure of the CONTRACTOR to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the sole discretion of the COUNTY.

7. **Compensation.** COUNTY shall pay CONTRACTOR upon CONTRACTOR'S completion of, and COUNTY'S acceptance of, the services required herein, in the amounts specified in the Price Schedule attached hereto and made a part hereof as Exhibit B. Prices shall remain firm for the duration of the contract and any renewals or extensions.

8. **Permit/ Licenses.** CONTRACTOR must secure and maintain any and all permits and licenses required to complete this Agreement.

9. **Audit.** The CONTRACTOR shall retain all public records relating to this Agreement for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, COUNTY reserves the right to have access to such records as required in this section for the purpose of inspection or audit during normal business hours, at the COUNTY'S cost, upon five (5) days prior written notice. Public records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business between the COUNTY and the CONTRACTOR.

10. **Minimum Insurance Requirement.** The CONTRACTOR must maintain insurance in at least the amounts required throughout the term of this Agreement or any renewals or extensions. The CONTRACTOR must provide a Certificate of Insurance in accordance with the Insurance Requirements and as set forth herein naming the COUNTY as an additional named insured evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Agreement.

- a. **Loss Deductible Clause:** The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.
- b. **Worker's Compensation Insurance:** The Contractor shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of its employees connected with the work of this project and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation statute, the Contractor shall provide, and cause each subcontractor to provide adequate insurance, satisfactory to the COUNTY for the protection of its employees not otherwise

protected. Coverage to include Employers Liability \$100,000 each accident, \$100,000 each Disease/Employee and \$500,000 each Disease/Maximum.

- c. Commercial Automobile Liability Insurance: The Contractor shall take out and maintain during the life of this agreement Comprehensive Automobile Liability Insurance for "Any Auto" (owned, hired and non owned) for a minimum of \$1,000,000 Combined Single Limit.
- d. Commercial General Liability Insurance: The Contractor shall take out and maintain during the life of this agreement Commercial General Liability insurance Including coverage for bodily injury, property damage, personal/advertising injury and products/completed operations for negligent acts which may arise from operations under this Agreement whether such operations are alone or by anyone directly or indirectly employed by it. The policy should include Contractual Liability to cover the hold harmless and indemnity provision as set forth in this agreement. A per project limit of liability is required. The amounts of such insurance shall be the minimum limit as follows:

Each Occurance -	\$1,000,000
Personal/Advertising Injury -	\$1,000,000
Products/Completed Operations Aggregate -	\$2,000,000
General Aggregate -	\$2,000,000
Fire Damage -	\$100,000 and 1 fire
Medical Expense -	\$10,000 any 1 person

- e. Commercial Automobile and General Liability Insurance: The Contractor shall require each of its subcontractors to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of his subcontractors in its policy, as specified above.

11. Indemnification. CONTRACTOR shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the COUNTY from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, person or property by or from the said CONTRACTOR; or by, or in consequence of any neglect in safeguarding the work; or by the use of unacceptable materials in the construction of improvements; or on account of any act or omission, neglect or misconduct of the said CONTRACTOR; or by, or on account of, any claim or amounts recovered under the "Workers Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the COUNTY. The first ten dollars (\$10.00) of compensation received by the CONTRACTOR represents specific consideration for this indemnification obligation.

12. Governing Law. The laws of the State of Florida shall govern this Agreement.

13. Independent Contractor Status and Compliance with the Immigration Reform and Control Act of 1986. The CONTRACTOR is and shall remain an independent contractor and is neither agent, employee, partner nor joint venture of COUNTY. CONTRACTOR acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control act of 1986 located at 8 U.S.C. 1324, et. Seq., and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach and shall be grounds for immediate termination of the Agreement, at the discretion of COUNTY.

RFB#2014-2696
Chemicals for Utilities

14. **Severability.** The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement to be impossible or performance.

15. **Conflict of Interest.** CONTRACTOR represents that it has no interest and shall acquire no interest(s), which conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part 111, of the Florida Statutes, CONTRACTOR further represents that no person having any interest shall be employed for said performance. CONTRACTOR shall notify COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that CONTRACTOR may undertake and request an opinion from COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by CONTRACTOR, COUNTY shall so state in the notification and CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict with respect to services provided to COUNTY by CONTRACTOR under the terms of this Agreement.

16. **Documents Comprising Agreement.** The Agreement documents shall include this Agreement as well as the following documents, which are incorporated herein by reference.

- a. Martin County's Request for Bid and all of its addenda and attachments which are part of the RFB set forth above.
- b. Contractor's Certificate of Insurance required in the Request for Bid;
- c. Contractor's response to the RFB or soliciting document.

17. **Payment.** Martin County, in its sole discretion, will determine the method of payment for goods and/or services as part of this agreement based upon the CONTRACTOR'S response to the RFB. Payment Methods include:

- a. Traditional – payment by check, wire transfer or other cash equivalent.
- b. Standard – payment by purchasing card, Martin County's Purchasing Card Program is supported by standard bank credit suppliers (i.e. VISA and MasterCard), and as such, is cognizant of the Rules for VISA Merchants and MasterCard Merchant Rules.

18. **Dispute Resolution.**

18.1 As a condition precedent to the filing of any legal proceedings, the parties shall endeavor to resolve claim disputes or other matters in question by mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The party shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the COUNTY shall select the mediator, who, if selected solely by the COUNTY, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediator.

18.2 **Attorney's Fees.** The parties expressly agree that each party will bear its own attorney's fees incurred in connection with this Agreement.

18.3 **Venue.** This Agreement and the terms hereof shall be construed in accordance with the laws of the State of Florida and venue for all actions in a court of competent jurisdiction shall lie in Martin County, Florida.

18.4 **Non-jury trial.** The parties expressly and specifically hereby waive the right to a jury trial as to any issue in any way connected with this Agreement.

18.5 The parties expressly and specifically hereby waive all tort claims and limit their remedies to breach of contract as to any issue in any way connected with this Agreement.

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall resolved as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have executed this Agreement as of the date first above written.

REVIEWED BY

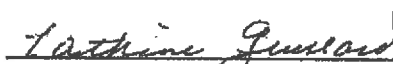

John Polley
Utilities & Solid Waste Director

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

 7-24-14
Taryn Klyzda
County Administrator

ALLIED UNIVERSAL CORP.

APPROVED AS TO FORM AND
CORRECTNESS BY COUNTY ATTORNEY

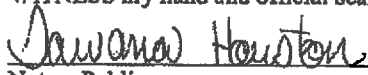

Catherine Guillarmod
Executive Administrator

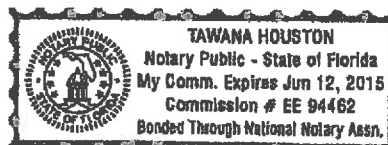
NOTARY FOR THE CONTRACTOR

State of FLORIDA
County of DADE

The foregoing instrument was acknowledged before me this 20 day of June, 2014, by _____, to me known to be the person who signed the foregoing instrument or produced _____ as identification.
personally known

WITNESS my hand and official seal this 20 day of June, 20 14


Notary Public



RFB#2014-2696
Chemicals for Utilities

**EXHIBIT A
SCOPE OF WORK**

Includes, but is not limited to all labor, materials and services necessary to deliver specified water and wastewater treatment chemicals for the Utilities Department on an as needed basis. Quantities listed are approximate annual usage.

MSDS sheets shall be required to be submitted for all chemicals prior to delivery.

Upon request, the vendor shall provide safety training on chemical product annually at County sites.

Bid prices shall be delivered FOB destination to the following locations. Extra fees for delivery shall not be charged. Delivery addresses are as follows.

North Water & Wastewater Plant
3100 NW Hillman Drive
Jensen Beach, FL 34957

Tropical Farms Water & Wastewater Plant
8595 SW Kansas Avenue
Stuart, FL 34997

The following is a listing of the chemicals requested, physical data, annual use projection and the individual shipment quantities.

Commodity Description	Physical Data	Annual Approx Use	Individual Shipment Quantities	Price
Liquid Sodium Hypochlorite (12%)	density 1.10-1.30 SpG (10%) 1.163 (12%) 1.202 color (green-yellow liquid)	985,000 gals.	tank truck 5,000 gal/delivery	\$ 0.534/gal
Caustic Soda (Sodium Hydroxide) 25%	LIQUID REACTIVE HAZARD boiling point: 116 C @ 760mm Hg freezing point: -16 C @ 760mm Hg SpG: (15.6 C): 1.275 completely soluble in water odorless	75,000 gals.	tank truck 5,000 gal/delivery	\$ 0.807/gal

The Term of the Contract shall be for a period of three (3) years provided both parties are in agreement and there are no changes to the terms and conditions. Price escalations will be considered at the end of each year and must be documented with written verifications of industry price increases. The County shall reserve the right to terminate the Contract in accordance with the provisions under the Terms & Conditions herein. The contract may be extended for two additional 1-year terms, if needed, for a total maximum term of five years. The awardee agrees to this condition by signing their bid.

Martin County will not be held to any minimum/maximum quantities or dollars during the term of Contract.

EXHIBIT B

ORIGINAL

RFB#2014-2696

CHEMICALS FOR WATER & WASTEWATER TREATMENT

Description	Unit	Annual Usage	Unit Price	Total Bid
Liquid Sodium Hypochlorite (12%)	GAL	985000	\$0.534/gal	\$525,990.00
Anhydrous Ammonia	GAL	8000	NO BID	\$ -
Quicklime	LB	100000	NO BID	\$ -
Permatreat PC-191T	GAL	7000	NO BID	\$ -
BioRem Mytilus Nutrients	LB	200	NO BID	\$ -
Nalclear 8173 Pulv	LB	200	NO BID	\$ -
Caustic Soda (Sodium Hydroxide 50%)	GAL	75000	\$1.798/gal	\$134,850.00
Caustic Soda (Sodium Hydroxide 25%)	GAL	75000	\$0.84/gal	\$63,000.00
Sulfuric Acid	GAL	225000	NO BID	\$ -
AWCA-111 UL	GAL	2000	NO BID	\$ -
Total Bid				\$0.00

350
gal
mi
400
gal
min

INSTRUCTIONS

Submit one original and one copy of all required bid forms.

Bids must be received no later than the date and time stated in the Advertisement. Bids received after that time & date will not be considered.

BID SIGNATURE SECTION

This form must be returned with bid. Bids in any other format will not be accepted.

Allied Universal Corporation	305-888-2623
Company Name	Telephone
Catherine Guillarmod	305-463-8369
Name	Fax
Executive Administrator	59 0776285
Title	Federal Employer ID#
3901 NW 115 Ave	cathieg@allieduniversal.com
Street Address	E-mail Address
Miami, FL 33178	
City, State, Zip	Authorized Signature

Nicole Carey

From: Cathie Guillarmod <cathieg@allieduniversal.com>
Sent: Tuesday, May 13, 2014 10:52 AM
To: Nicole Carey
Subject: Re: Bid for Chemicals

Yes, we will match the price of \$.807/gallon.

Thanks

On Tue, May 13, 2014 at 10:26 AM, Nicole Carey <ncarey@martin.fl.us> wrote:

You submitted a bid for caustic soda (25%), RFB#2014-2696, that is within 5% of a non-local vendor. In accordance with Martin County's Local Vendor Preference Ordinance, you have the opportunity to match that vendor's unit price of .807¢ per gallon.

Please respond as to whether or not you are willing to match the bid no later than 5:00 PM on May 20, 2014. Thanks.

Nicole Carey

Purchasing Manager

Martin County Board of County Commissioners

2401 SE Monterey Road

Stuart, FL 34996

772-288-5481

Connect with Martin County...



Services &
Information

"The comments and opinions expressed herein are those of the author of this message and may not reflect the policies of the Martin County Board of County Commissioners."



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, September 13, 2016		
Agenda Item Name		
Change Order		
Requested Action		
Recommend to approve the change order for existing project, Westside Water Main Loop, to include 1000'LF of 10" HDPE by Directional Bore, including all appurtenances, in Emerald Lakes in the amount of \$104,164.		
Staff Report		
Environmental Services is requesting approval of this change order for additional work to be completed in Emerald Lakes by Directional Bore. 1000"LF of 10" HDPE by Directional Bore, including appurtenances, for \$104,164.		
Additional Analysis		
Fiscal Impact Summary		
The requested approval amount of \$104,164 to the Westside Water Main Loop project is included in the approved FY15/16 budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$104,164.00	41533-66307-33106	\$2,300,000.00
Exhibits Attached (copies of original agreements)		
1. Emerald Lakes	Emerald Lakes.pdf	

CHANGE ORDER FORM

Purchase Order Number: 2016-0335	Bid Number: 16-008
Change Order Number: #2A	Change Order Date: 8-4-16
Project Name: Westside Water Main Loop	Department:
Job Location: 685 W. Montrose St., Clermont, FL. 34711	

VENDOR INFORMATION:

Company Name: Young's Communications Co., Inc.	
Address: 424 West Drive	City, St., Zip: Melbourne FL. 32904
Contact Name: Mark Garrison	Telephone: 321-507-5408

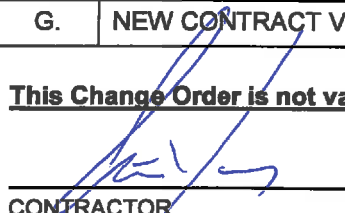
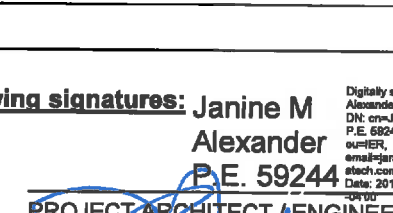
DESCRIPTION OF CHANGE:

Alteration, deviation, addition, or deletion caused by conditions encountered during construction not covered by the specifications and drawings of the project (attach additional pages if necessary).

CO#2A Emerald Lakes Additional Work By Directional Bore:
1000'LF of 10" HDPE by Directional Bore, including all appurtenances.

ITEM		AMOUNT
A.	ORIGINAL CONTRACT VALUE	\$ 3,871,429
B.	AMOUNT OF THIS CHANGE ORDER: Council approval required if over 15% of contract price, not to exceed \$49,999 OR if funds are not available in the approved budget for the Department.	\$ 104,164
C.	PERCENT OF CONTRACT VALUE THIS CHANGE ORDER (B/A)	% 2.69
D.	AMOUNT OF PREVIOUS CHANGE ORDERS:	\$ 0
E.	TOTAL AMOUNT OF ALL CHANGE ORDERS (B+D)	\$ 104,164
F.	PERCENT OF CONTRACT OF ALL CHANGE ORDERS (E/A): 15% Maximum	% 2.69
G.	NEW CONTRACT VALUE (A+E)	\$ 3,975,593

This Change Order is not valid without the following signatures:

 CONTRACTOR	8-17-16 Date	 PROJECT ARCHITECT / ENGINEER	8/16/16 Date
 DEPARTMENT DIRECTOR	8/18/2016 Date	 PURCHASING MANAGER / CITY MANAGER	8/23/16 Date

Digitally signed by Janine M Alexander P.E. 59244
DN: cn=Janine M Alexander, P.E. 59244, o=Tetra Tech, ou=IER, email=janine.alexander@tetra-tech.com, c=US
Date: 2016.08.16 16:26:23 -0400

Change Orders over 15%, not to exceed \$49,999 of the original contract OR not budgeted, require the following signatures:

CITY OF CLERMONT		ATTEST:	
Gail L. Ash, Mayor	Date	Tracy Ackroyd, City Clerk	Date

Emerald Lakes





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date			
Tuesday, September 13, 2016			
Agenda Item Name			
Scope of Services			
Requested Action			
Recommend to approve the scope of services proposal for the East Water Reclamation Facility RIB rerating project in the amount of \$99,231.00 as part of the plant expansion.			
Staff Report			
Environmental Services requests the approval of the scope of services for the RIB rerating as provided by Tetra Tech as part of the plant expansion.			
Additional Analysis			
Fiscal Impact Summary			
Funds are available in the current year budget for this proposal.			
Fiscal Impact	Fund Number and Description	Available Budget Amount	
Exhibits Attached (copies of original agreements)			
1. Scope of Services	East Side WRF RIB Rerating - Scope.pdf		



August 22, 2016

Mr. Paul Roy
Environmental Services Director
City of Clermont
3335 Hancock Rd
Clermont, FL 34711

**Subject: City of Clermont
Professional Engineering Services Proposal for the
East Side Water Reclamation Facility RIB Rerating**

Tt # 200BP Gen/Clermont

Dear Mr. Roy:

Tetra Tech is pleased to furnish this proposal for professional engineering services to complete the rerating of the RIBs at the East Site Water Reclamation Facility. A detailed scope of services, compensation summary, and project implementation schedule are attached.

We look forward to serving the City of Clermont on this project. If you should have any questions, please do not hesitate to contact me at 407-839-3955.

Very truly yours,

Tetra Tech



Jon D. Fox, P.E.
Vice President

Attachments

BAF/slh/BP/Clermont/RIB Rerating/Roy082216

C: Brian A. Foulkes, P.E., Tetra Tech

Tetra Tech

201 E. Pine Street, Suite 1000, Orlando, FL 32801
Tel 407.839.3955 Fax 407.839.3790 www.tetratech.com

ATTACHMENT A
SCOPE OF SERVICES
CITY OF CLERMONT, FLORIDA
EAST SIDE WATER RECLAMATION FACILITY
EWRF RIB RERATING

I. PROJECT DESCRIPTION

The City of Clermont (City) owns and operates the East-Side Water Reclamation Facility (EWRF) located at 3335 Hancock Road. The facility has a Florida Department of Environmental Protection (FDEP) rated capacity of 4.0 MGD annual average daily flow (AADF) and is considered a Category II, Class B facility. In dry weather, the City uses the Public Access Reuse (PAR) for residential irrigation as the primary means of disposal. For wet weather and reject conditions, the RIBs serve as a backup to the City's PAR. There are a total of fifteen (15) RIBs located onsite with a total wetted area of 4.76 acres having a permitted capacity of 0.750 MGD AADF. Future improvements to the EWRF include expansion from 4.0 MGD AADF to 9.0 MGD AADF. In order to expand the EWRF, the RIBs must be rerated to accommodate the weather and reject conditions at the expanded capacity.

Andreyev Engineering Inc. (AEI) performed a RIB Rerating and Feasibility Assessment and determined the RIBs to have sufficient storage and disposal capacity for wet-weather and reject water at the buildout capacity of 9.0 MGD. To rerate the RIBs soil testing, ground water modeling, and load testing will be performed to support the Florida Department of Environmental Protection (FDEP) Permit.

The tasks to be completed for this project are further described herein and will be performed in accordance with the City/Tetra Tech Continuing Contract and Agreement for Professional Engineering Services for Public Works Projects dated December 9, 2014.

II. SCOPE OF SERVICES

Tetra Tech's and AEI's services include professional engineering services to perform a detailed investigation, water balance modeling, and groundwater flow modeling services to re-rate and permit the existing RIBs for up to 9.0 MGD of reject and wet weather storage and disposal.

Direct infiltration capacity and off-site mounding impacts will be verified through testing and more detailed modeling. Load testing will be performed during the well development of the Sunburst LFA well.

Based on the load testing and modeling an alternative to the existing 15 RIB system will be explored during final modeling and permitting to consolidate the 15 small RIBs into 2 or 3 large RIBs and increase the depth of RIBs to 7 or 10 feet. This will allow better operation and management of the RIBs, where each RIB can be loaded for a week or longer before switching to the next RIB.

Services included are described in the tasks below.

Task 1 – Field Investigation, Data Collection and Testing

In general, the field investigation, data collection and testing phase will involve gathering and reviewing information in support of the modeling and permitting effort. Services to be completed in this task are described below:

1. Review flow records and groundwater level data for the last 2 to 3 years of operation. This includes monitoring wells on-site and off-site, water level data from potable water wells collected by the City and others, plant flow data, reclaimed water distribution and application areas, loading to the existing

RIBs and any other flow or monitoring data that may be useful in the final evaluation of the overall system.

2. Development of a load test plan for 2 existing RIBs. Coordinate the load test set up and provide part time daily monitoring/inspection services during the load test and recovery period.
3. Conduct an evaluation of the load test data to determine the limitations of the RIBs to infiltrate water, if any. The resulting data will be used in the groundwater modeling to estimate time of soil saturation and rate of vertical movement of water at the RIBs areas.
4. Drill 3 deep SPT borings in the areas of the existing RIBs to allow better characterization of the shallow aquifer and identify any clayey soil layers that may affect the vertical infiltration at the RIBs. These borings should be extended to the top of limestone or a minimum of 20 feet into confining clay layers above the limestone. We expect these boring to be extended to a depth of about 150 feet below ground surface.
5. Collect soil samples for laboratory classification tests and at select depths collect extra split spoon samples to allow permeability testing on remolded soil samples. These will be needed for both the modeling and FDEP permitting.
6. Set up a system-wide water balance model using FDEP's LANDAPP program and conduct water balance analyses. The model will include the reclaimed water distribution system, delineation of application areas and reclaimed demands. The water balance analyses are needed for permit application and to provide an estimate of wet weather storage volumes to be used in the groundwater modeling.
7. Establish the maximum allowable mounding of groundwater at various areas during full scale operation of the RIBs. Generate maps and limitation of groundwater mounding data sets and submit to the City for final review and approval. LIDAR will be utilized to determine ground elevation surrounding the EWRF.

Task 2 – Modeling and Hydrogeologic Report

In general, the modeling and hydrogeologic report will involve developing a model and report to support the permitting effort. Services to be completed in this task are described below:

1. Develop a sub-regional groundwater flow model, starting with the ECF model sets and then refining the grid and the local extent of the model boundaries. The site specific soils data will be used to characterize the shallow aquifer system in the model and will be extrapolated for the areas off-site. Initially, the Floridan aquifer system will be used as it exists in the ECF regional model.
2. Using the groundwater level data collected at on-site and off-site wells for the last 2 years, the model will be calibrated to the best possible level of accuracy. Typically, there is not sufficient data to allow adequate calibration of the model and certain assumptions must be made to complete calibration. We expect that this will be the case for this project. However, the model will be sufficiently calibrated to allow final modeling and permitting of the RIBs.
3. Once the model is adequately calibrated and reviewed and approved by the City, the final modeling of the RIBs for storage and disposal of reject and wet weather effluent flows will be completed. Tetra Tech will meet with City to review the modeling results. The modeling will be conducted first for the existing RIBs without any changes. If the RIBs can store and dispose of the needed reject and wet weather flows, then no further modeling will be needed. If the existing size or configuration of the RIBs are found to be insufficient to store and dispose of the required flows, then the modeling will be expanded to assess other configuration, size, depth or combined areas to achieve the desired

capacity. Tetra Tech will meet with City to review the modeling results and RIB loading protocol prior to preparing the draft hydrogeologic report.

4. Alternative configurations will include a hydraulic evaluations of the existing mains conveying water to the RIBs and provide recommended modifications meet proposed loadings capacities. Site grading figures and yard piping figures will be developed to support the FDEP permit. Construction drawings for the proposed RIB improvements are not included in this scope and will be detailed in the EWRF expansion, based on the permit figures.
5. Prepare draft and final hydrogeologic report with presentation of all data, analyses, water balance modeling and groundwater modeling. This report will be adequate for submittal to the FDEP in support of the permit application. Tetra Tech will submit the draft memorandum to the City for review and comment. Tetra Tech will attend one (1) meeting with the City to review the report. Tetra Tech will prepare a final technical memorandum to address City comments.

Task 3 - Permitting

Tetra Tech will prepare and submit the permit applications and supporting documentation to the Florida Department of Environmental Protection (FDEP) as required to obtain permits for the RIB rerating. All permit application fees will be paid by the City. Tasks include the following:

1. Complete FDEP Permit Application Forms 1 and 2A for the proposed improvements as a "Major Modification" to the existing facilities.
2. Respond to requests for additional information issued by FDEP. RAI responses include responding to comments related to the geotechnical and hydrogeologic issues, such as clarification of the geotechnical data submitted, rerunning the groundwater model for additional scenarios and preparing a letter with responses to the RAI comments. If FDEP requires additional drilling or testing, changing the groundwater model or use a different model, these services are not included within the proposal and will require a separate authorization.

III. SCHEDULE

Task	Estimate Time (Per Task)	Cumulative Time (After NTP)
Field Investigation, Data Collection and Testing	5 months *	5 months
Modeling and Hydrogeologic Report	2 months	7 months
Permitting	2 months	9 months

* Sunburst LFA 7 day load test proposed in March 2017

IV. COMPENSATION

The lump sum compensation for the Scope of Services described in Section II is summarized below. A detailed breakdown of the estimated compensation for the Scope of Services is presented in Attachment B.

Task	Total
Task 1 - Field Investigation, Data Collection and Testing	\$33,564
Task 2 - Modeling and Hydrogeologic Report	\$54,728
Task 3 - Permitting	\$10,939
Total	\$99,231



Rating of RIBs at EWRF

Submitted to: City of Clermont (Attn: Paul Roy)

Contract Type: Fixed Price

Tetra Tech - Confidential and Proprietary



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, September 13, 2016	
Agenda Item Name	
Funding Agreement	
Requested Action	
Recommend approval of the Florida State Legislative Funding Appropriations Agreement in the amount of 500,000 for the West Lake Wetlands (Victory Pointe) Project.	
Staff Report	
In 2015, the Clermont City Council approved a master plan that will serve as the blueprint for the city—especially the downtown-waterfront district—for the next 5, 10 and 20 years. The West Lake Wetland (Victory Pointe) project is the number one priority master plan project to initiate the City's master plan and foster economic development. The West Lake Wetlands (Victory Pointe) project plan represents a regional utility stormwater management facility serving the western portion of downtown Clermont. Currently, development of parcels in downtown are constrained by on-site stormwater requirements. Consultants to the City of Clermont recommended the creation this regional utility stormwater pond that would polish the storm runoff before reaching the lake and also would free up lakefront land for park and amenity development. This area will also be designated as a park space and event venue that includes a filter marsh to polish the storm runoff before it reaches Lake Minneola. Staff recommends approval of this appropriation agreement to leverage outside resources from the Florida State Legislative Funding Appropriations in the amount of \$500,000 for the West Lake Wetlands (Victory Pointe) Project.	
Additional Analysis	
Fiscal Impact Summary	

Fiscal Impact		Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)			
1.	DEP Agreement No. LP35142	DEP Agreement.No LP35142.pdf	

DEP AGREEMENT NO. LP35142

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF WATER RESTORATION ASSISTANCE
GRANT AGREEMENT
PURSUANT TO LINE ITEM 1600A OF THE FY16-17 GENERAL APPROPRIATIONS ACT**

THIS AGREEMENT is entered into pursuant to Section 215.971, Florida Statutes (F.S.), between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the CITY OF CLERMONT, whose address is 864 West Montrose Street, Clermont, Florida 34711 (hereinafter referred to as "Grantee"), local government, to provide financial assistance for the West Lake Stormwater. Collectively, the Department and the Grantee shall be referred to as "Parties" or individually as a "Party".

In consideration of the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

1. TERMS OF AGREEMENT:

The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Grant Work Plan**, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Grantee" and "Recipient" are used interchangeably.

2. PERIOD OF AGREEMENT:

This Agreement shall begin upon execution by both parties and shall remain in effect until **June 14, 2019**, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2016 through the expiration date of this Agreement. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

3. FUNDING/CONSIDERATION/INVOICING:

- A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis up to a maximum of \$500,000. It is understood that any additional funds necessary for the completion of this project are the responsibility of the Grantee. The parties hereto understand and agree that this Agreement does not require a match on the part of the Grantee.
- B. Prior written approval from the Department's Grant Manager shall be required for changes to this Agreement.
 - i. A Change Order to this Agreement is required when task timelines within the current authorized Agreement period change, and/or when the cumulative transfer of funds between approved budget categories, as defined in Attachment A, are less than ten percent (10%) of the total budget as last approved by the Department. All Change Orders are subject to the mutual agreement of both parties as evidenced in writing.
 - ii. A formal Amendment to this Agreement is required for changes which cause any of the following: an increase or decrease in the Agreement funding amount, a change in the Grantee's match requirements, a change in the expiration date of the Agreement, and/or changes to the cumulative amount of funding transfers between approved budget

categories, as defined in Attachment A, exceeds or is expected to exceed ten percent (10%) of the total budget as last approved by the Department. All Amendments are subject to the mutual agreement of both parties as evidenced in writing.

- C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon the completion, submittal and approval of each deliverable identified in **Attachment A**, in accordance with the schedule therein. Reimbursement shall be requested utilizing **Attachment B, Payment Request Summary Form**. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: http://www.myfloridacfo.com/aadir/reference_guide/. All invoices for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department no later than sixty (60) calendar days following the completion date of the Agreement, to assure the availability of funds for payment. All work performed pursuant to **Attachment A** must be performed on or before the completion date of the Agreement, and the subsequent sixty-day period merely allows the Grantee to finalize invoices and backup documentation to support the final payment request.
- D. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. The Grantee shall comply with the minimum requirements set forth in **Attachment C, Contract Payment Requirements**. The Payment Request Summary Form shall be accompanied by supporting documentation and other requirements as follows for each deliverable. Reimbursement shall be limited to the following budget categories
- i. Contractual (Subcontractors) – Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the project. All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. Subcontracts, which involve equipment purchases as part of an installation/retrofit or that include infrastructure and/or infrastructure improvements, as defined in Florida Chief Financial Officer (CFO) Memorandum No. 5 (2011-2012), must be capitalized in accordance with Chapter 69I-72, Florida Administrative Code (F.A.C.). The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

For fixed-price (vendor) subcontracts, the following provisions shall apply:

- a. The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in **Attachment A**. Invoices submitted to the Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (i.e., Invitation to Bid or Request for Proposals) resulting in the fixed-price subcontract.
- b. The Grantee may request approval from the Department to award a fixed-price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price

negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed-price amount, the Grantee may proceed in finalizing the fixed-price subcontract.

- c. All subcontracts are subject to the provisions of paragraph 12 and any other appropriate provisions of this Agreement which affect subcontracting activities.
- E. In addition to the invoicing requirements contained in paragraphs 3.C. and D. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at http://www.myfloridacfo.com/aadir/reference_guide/.
- F.
- i. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
 - iii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

4. ANNUAL APPROPRIATION:

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and payment associated therewith may be rescinded with proper notice at the discretion of the Department if Legislative appropriations are reduced or eliminated.

5. REPORTS:

- A. The Grantee shall utilize **Attachment D, Progress Report Form**, to describe the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and

proposed work for the next reporting period. Quarterly reports shall be submitted to the Department's Grant Manager no later than twenty (20) calendar days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.

- B. The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@dep.state.fl.us.

6. RETAINAGE:

Retainage is not required under this Agreement.

7. INDEMNIFICATION:

Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or this Agreement.

8. DEFAULT/TERMINATION/FORCE MAJEURE:

- A. The Department may terminate this Agreement at any time if any warranty or representation made by Grantee in this Agreement or in its application for funding shall at any time be false or misleading in any respect, or in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
- B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar day's written notice. If the Department terminates the Agreement for convenience, the Department shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.
- C. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Grantee shall promptly notify the Department orally. Within seven (7) calendar days, the Grantee shall notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Grantee's intended timetable for implementation of such measures. If the parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the Department may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement. Such agreement shall be confirmed by letter from the Department accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive

timely necessary third party approvals through no fault of the Grantee, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the Grantee and/or the Department. The Grantee is responsible for the performance of all services issued under this Agreement. Failure to perform by the Grantee's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

9. REMEDIES/FINANCIAL CONSEQUENCES:

No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) calendar days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

- A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.
- B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.
- C. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement.

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

10. RECORD KEEPING/AUDIT:

- A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
- B. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The

Grantee will comply with this duty and ensure that its subcontracts issued under this Grant, if any, impose this requirement, in writing, on its subcontractors.

11. SPECIAL AUDIT REQUIREMENTS:

- A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment E, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1** to **Attachment E** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment E**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Development and Review Manager at (850) 245-2361 to request a copy of the updated information.
- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment E, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

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

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

12. SUBCONTRACTS:

- A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to paragraph 3.D. of this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- B. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

13. PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES:

- A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:

- i. The contractor's maintaining an office or place of business within a particular local jurisdiction;
 - ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
 - iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.
- B. For any competitive solicitation that meets the criteria in Paragraph A., a state college, county, municipality, school district, or other political subdivision of the state *shall disclose in the solicitation document* that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.

14. LOBBYING PROHIBITION:

In accordance with Section 216.347, F.S., the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency. Further, in accordance with Section 11.062, F.S., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.

15. COMPLIANCE WITH LAW:

The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

16. NOTICE:

All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. Any and all notices required by this Agreement shall be delivered to the parties at the addresses identified under paragraph 17.

17. CONTACTS:

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

Connie Becker, or Successor	
Florida Department of Environmental Protection	
Division of Water Restoration Assistance	
3900 Commonwealth Blvd., MS# 3570	
Tallahassee, Florida 32399	
Telephone No.:	850-245-2945
E-mail Address:	Connie.L.Becker@dep.state.fl.us

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

James Kinzler, or Successor	
City of Clermont	
685 West Montrose Street	
Clermont, Florida 34711	
Telephone No.:	352-241-7356
E-mail Address:	JKinzler@clermontfl.org

In the event the Department's or the Grantee's Grant Manager changes, written notice by electronic mail with acknowledgement by the other party will be acceptable. Any subsequent Change Order or Amendment pursuant to paragraph 3.B should include the updated Grant Manager information.

18. INSURANCE:

- A. Providing and maintaining adequate insurance coverage is a material obligation of the Grantee. This insurance must provide coverage for all claims that may arise from the performance of the work specified under this Agreement, whether such work is performed by the Grantee, any sub-grantee, or Grantee's contractors. Such insurance shall include the State of Florida, the Department, and the State of Florida Board of Trustees of the Internal Improvement Trust Fund, as Additional Insureds for the entire length of the Agreement.
- B. Coverage may be by private insurance or self-insurance. The Grantee shall provide documentation of all required coverage to the Department's Grant Manager *prior to* performance of any work pursuant to this Agreement. All commercial insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) calendar days' written notice (with the exception of non-payment of premium, which requires a 10-calendar-day notice) to the Department's Grant Manager. If the Grantee is self-funded for any category of insurance, then the Grantee shall provide documentation that warrants and represents that it is self-funded for said insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee for the entire length of the Agreement.
- C. During the life of this Agreement, the Grantee shall secure and maintain insurance coverages as specified below. In addition, the Grantee shall include these requirements in any sub grant or subcontract issued for the performance of the work specified under this Agreement, unless such sub grant or subcontractor employees are covered by the protection afforded by the Grantee.
 - i. Workers' Compensation Insurance is required for all employees connected with the work of this project. Any self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide proof of adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.
 - ii. Commercial General Liability insurance is required, including bodily injury and property damage. The minimum limits of liability shall be \$200,000 each individual's claim and \$300,000 each occurrence.
 - iii. Commercial Automobile Liability insurance is required, for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or any of its contractors. The minimum limits of liability shall be as follows:

\$300,000 Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable

\$300,000 Hired and Non-owned Automobile Liability Coverage

- iv. Other Insurance may be required if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. Questions concerning required coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owcp/dlhw/lscontac.htm>) or to the parties' insurance carrier.

19. CONFLICT OF INTEREST:

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

20. EQUIPMENT:

Reimbursement for direct or indirect equipment purchases costing \$1,000 or more is not authorized under the terms and conditions of this Agreement.

21. UNAUTHORIZED EMPLOYMENT:

The employment of unauthorized aliens by any Grantee/subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

22. RESERVED

23. DISCRIMINATION:

- A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- B. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to Section 287.134, F.S., 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 contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

24. LAND ACQUISITION:

Land acquisition is not authorized under the terms of this Agreement.

25. PHYSICAL ACCESS AND INSPECTION:

As applicable, Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, including by any of the following methods:

- A. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
- B. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and
- C. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

26. PUBLIC RECORDS ACCESS:

- A. Grantee shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. Grantee shall keep and maintain public records required by the Department to perform the services under this Agreement.
- B. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.
- C. If Grantee meets the definition of “Contractor” found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
 - i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the Department. If the Department does not possess the requested records, the Department shall immediately notify the Grantee of the request, and the Grantee must provide the records to the Department or allow the records to be inspected or copied within a reasonable time. If Grantee fails to provide the public records to the Department within a reasonable time, the Grantee may be subject to penalties under s. 119.10, F.S.
 - ii. Upon request from the Department’s custodian of public records, Grantee shall provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - iii. Grantee shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Grantee does not transfer the records to the Department.
 - iv. Upon completion of the Agreement, Grantee shall transfer, at no cost to Department, all public records in possession of Grantee or keep and maintain public records required by the Department to perform the services under this Agreement. If the Grantee transfers all public records to the Department upon completion of the Agreement, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to

Department, upon request from the Department's custodian of public records, in a format that is accessible by and compatible with the information technology systems of Department.

- D. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-2118, by email at ombudsman@dep.state.fl.us, or at the mailing address below:**

**Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Blvd, Mail Slot 49
Tallahassee, FL 32399**

27. TERMINATION FALSE CERTIFICATION, SCRUTINIZED COMPANIES, BOYCOTTING:

Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

28. EXECUTION IN COUNTERPARTS:

This Agreement, and any Amendments or Change Orders thereto, may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. . In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

29. SEVERABILITY CLAUSE:

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

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30. ENTIRE AGREEMENT:

This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

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

CITY OF CLERMONT

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
*Signature of Person Authorized to Sign

By: _____
Secretary or designee

Print Name and Title of Authorized Person

Print Name and Title of Authorized Person

Date: _____

Date: _____

Connie Becker, DEP Grant Manager

QC Review by:

FEID No.: 59-6000290

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

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

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>A</u>	<u>Grant Work Plan (3 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Payment Request Summary Form (5 Pages)</u>
<u>Attachment</u>	<u>C</u>	<u>Contract Payment Requirements (1 Page)</u>
<u>Attachment</u>	<u>D</u>	<u>Progress Report Form (1 Page)</u>
<u>Attachment</u>	<u>E</u>	<u>Special Audit Requirements (5 Pages)</u>

ATTACHMENT A GRANT WORK PLAN

PROJECT TITLE: Clermont West Lake Stormwater

PROJECT LOCATION: The Project will be located in the Downtown Redevelopment Area, which is located within the City of Clermont in Lake County, Florida. Project coordinates are latitude: 28.55695 and longitude: -81.77217.

PROJECT BACKGROUND: In May 2015, the City of Clermont (Grantee) completed a comprehensive Stormwater Master Plan (SWMP) in order to identify and prioritize opportunities to improve water resource management within the City and promote positive environmental and economic benefits for the local area. Drainage improvements in the Downtown Redevelopment Area were identified as one of the top priorities in the City.

PROJECT DESCRIPTION: The Grantee will upgrade the existing infrastructure in the Downtown Redevelopment Area to the recommendations provided in the Grantee's Stormwater Master Plan. The proposed stormwater improvements will consist of creating a stormwater management facility for the western portion of Downtown Clermont by constructing a storage, wetland and marsh system.

TASKS and DELIVERABLES:

Task 1: Construction

Task Description: The Grantee will construct a storage, wetland and marsh system in accordance with the final designs and required permits which will be submitted to the Department's Grant Manager upon request. Construction will include installing approximately 3,500 linear feet of pipe for a stormwater culvert to direct flow to the new stormwater management system, excavating approximately 21,000 cubic yards of soil, replacing/restoring approximately 10,000 cubic yards of fill to create an embankment, and constructing approximately 3,500 linear feet of retaining and gabion walls.

Deliverable 1a: Construction completed to date as described in this task, as evidenced by these interim deliverables: 1) Signed acceptance of the completed work by the Grantee, 2) Contractor's Application and Certification for Payment, 3) dated color photographs of on-going work representing time period covered in payment request. These interim deliverables must be submitted 14 days prior to each payment request and may be submitted no more frequently than quarterly.

Performance Standard: The Department's Grant Manager will review each submitted interim deliverable to verify that it meets the specifications in the Grant Work Plan and this task description and that work is being performed in accordance with the Grantee's construction contract documents and specifications. Upon review and written acceptance of each quarterly interim deliverables submittal by the Department's Grant Manager, the Grantee may proceed with payment request submittal for costs associated with that quarterly submittal period under this task.

Contractor's Application and Certification for Payment should include the following supporting documentation:

1. An itemized summary of the materials, labor, and/or services utilized during the period for which payment is being requested.
2. The summary should identify the nature of the work performed; the amount expended for such work; the name of the person/entity providing the service or performing the work; proof of payment of the invoices; and evidence of all work conducted for which a request for payment is being made.

3. Evidence may include references to any drafts or partially-complete designs, surveys, environmental documents and/or permit applications, drawings, and specifications (which must be made available upon request); and documentation demonstrating partial completion of construction activities.

Deliverable 1b: Storage, wetland and marsh system constructed as described in this task, as evidenced by these final deliverables: 1) Dated color photographs of the construction site(s) prior to, during, and immediately following completion of the construction task; 2) written verification that the grantee has received record drawings and any required final inspection report(s) for the project; 3) signed acceptance of the completed work by the Grantee; and 4) signed statement from a Florida Licensed Professional Engineer indicating construction has been completed in accordance with the design.

Performance Standard: The Department's Grant Manager will review the final deliverables to verify that they meet the specifications in the Grant Work Plan and this task description and that work is being performed in accordance with the Grantee's construction contract documents and specifications. Upon review and written approval by the Department's Grant Manager of all final deliverables under this task, the Grantee may proceed with payment request submittal.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement no more frequently than once per quarter. The outlined Interim Deliverable(s) and/or Final Deliverable(s) must have been submitted and accepted in writing by the Department's Grant Manager 14 days prior to payment request submittal.

PROJECT TIMELINE AND BUDGET DETAIL TABLES:

PROJECT TIMELINE: The tasks must be completed by the corresponding task end date and all deliverables must be received by the designated due date.

Task/ Deliverable No.	Task or Deliverable Title	Task Start Date	Task End Date	Deliverable Due Date/ Frequency
1	Construction	Agreement Execution	06/15/2018	
1a	Interim Deliverables			Quarterly
1b	Final Deliverables			6/15/2018

BUDGET DETAIL BY TASK:

Task No.	Budget Category	Budget Amount
1	Contractual Services	\$500,000
	Total for Task:	\$500,000

PROJECT BUDGET SUMMARY: Cost reimbursable grant funding must not exceed the category totals for the project as indicated below.

Category Totals	Grant Funding, Not to Exceed, \$
Contractual Services Total	\$500,000
Total:	\$500,000

ATTACHMENT B

PAYMENT REQUEST SUMMARY FORM

Payment Request No. _____ DEP Agreement No. _____ Date _____

Performance Period (Start date - End date): _____

Deliverables completed to support payment request (attach additional pages as needed):

Task/Deliverable

Task Budget

Number(s): _____

Amount: \$ _____ -

Grantee:

(Name & Mailing
Address)

Grantee Contact:

(Name & Phone)

GRANT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE (As authorized)	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Salaries/Wages	\$ -	\$ -	\$ -	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	\$ -
Indirect Cost	\$ -	\$ -	\$ -	\$ -
Contractual (Subcontractors)	\$ -	\$ -	\$ -	\$ -
Travel	\$ -	\$ -	\$ -	\$ -
Equipment (Direct Purchases)	\$ -	\$ -	\$ -	\$ -
Rental/Lease of Equipment	\$ -	\$ -	\$ -	\$ -
Miscellaneous/Other Expenses	\$ -	\$ -	\$ -	\$ -
Land Acquisition	\$ -	\$ -	\$ -	\$ -
TOTAL AMOUNT	\$	\$	\$	\$
TOTAL BUDGET (ALL TASKS)	\$		\$	
Less Total Cumulative Payment Requests of:	\$		\$	
TOTAL REMAINING (ALL TASKS)	\$		\$	

GRANTEE CERTIFICATION

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Certification of Payment Request

I, _____, on behalf of

(Print name of Grantee's Grant Manager designated in the Agreement)

_____, do hereby certify for

(Print name of Grantee)

DEP Agreement No. _____ and Payment Request No. _____ that:

- ☒ The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.
- ☒ All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- ☒ The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Check all that apply:

- ☐ All permits and approvals required for the construction, which is underway, have been obtained.
- ☐ Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- ☐ The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.)

Period of Service (mm/dd/yy – mm/dd/yy)

Grantee's Grant Manager's Signature

Grantee's Fiscal Agent Signature

Print Name

Print Name

Telephone Number

Telephone Number

INSTRUCTIONS FOR COMPLETING PAYMENT REQUEST SUMMARY FORM

PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.

DEP AGREEMENT NO.: This is the number on your grant agreement.

DATE: This is the date that you are submitting the payment request.

PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the Task/Deliverable that the request is for (this must be within the timeline shown for the Task/Deliverable in the Agreement).

TASK/DELIVERABLE NO.: Identify the number of the Task/Deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan). *Note:* If payment request includes more than one Task/Deliverable, additional pages should identify each Task/Deliverable Number, its corresponding budget amount, and the amount requested.

TASK BUDGET AMOUNT: List the Task budget amount as identified in the Grant Work Plan for the corresponding Task/Deliverable. *Note:* If payment request includes more than one Task/Deliverable, additional pages should identify each Task/Deliverable Number, its corresponding budget amount, and the amount requested.

GRANTEE: Enter the name of the Grantee's agency and the address to which you want the state warrant sent.

GRANTEE CONTACT: List the name and telephone number for the Grantee's grant manager or other point of contact regarding the payment request submittal.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter by authorized category of expenditure the amount for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of all Tasks on the "*TOTAL BUDGET (ALL TASKS)*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" from the "*TOTAL BUDGET (ALL TASKS)*" for the amount to enter on the "*TOTAL REMAINING (ALL TASKS)*" line.

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the Task(s) you are reporting on). Enter the column total on the "*TOTAL PAYMENT REQUEST*" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the Task(s) you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT*" line for this column. Enter the match budget amount on the "*TOTAL BUDGET (ALL TASKS)*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*TOTAL BUDGET (ALL TASKS)*" for the amount to enter on the "*TOTAL REMAINING (ALL TASKS)*" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amounts you have claimed to date for match by budget category. Put the total of all on the line titled "*TOTAL PAYMENT REQUEST*." The final request should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

GRANTEE'S CERTIFICATION: Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.**

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

REQUEST FOR PAYMENT – PART II

REIMBURSEMENT DETAIL

Grantee Name:					Payment Request No.:		
DEP Agreement No.:							
Vendor Name	Invoice Number	Invoice Date	Invoice Amount (1)	Local Share or Other Funding or Amount Not Requested (2)	Requested Amount (3)	Check Number	Task/Deliverable Number (4)
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
Totals:				\$ -	\$ -		

Instructions for Completing Request for Payment - Part II

Include the Grantee Name, Payment Request No., and DEP Agreement Number. List vendor invoices that are associated with the Project by Task/Deliverable.

- 1 **Invoice Amount:** Amount of Invoice being submitted for reimbursement.
- 2 **Local Share or Other Funding or Amount Not Requested:** Portion of invoice paid for by Grantee.
Requested Amount: Subtract Grantee's Local Share or Other Funding or Amount Not Requested **(2)** from Invoice Amount **(1)**.
- 3 **Deliverable Number:** Must identify completed deliverable(s) for each invoice. If invoice covers multiple deliverables, that invoice would be listed multiple times, a line item for each deliverable with any portion not applicable to that Task/Deliverable identified under **(2)**.
- 4

Submittal Instructions

Instructions for E-mailing:

The program now accepts reimbursement requests electronically. When scanning please be sure that the minimum scan resolution must be 300 DPI (dots per inch). When reimbursement requests are sent electronically, please do not also send a hard copy by postal mail. You should anticipate a response from program staff within 2 business days.

Remit Payment Request by E-mail to the Department's Grant Manager.

Be sure the E-mail payment request includes the following:

Cc: Department's Grant/Project Manager

Subject: Project Number_Disbursement Number: example – LP14025_Disb_1

Attachments:

- 1) Attachment B Payment Request Summary
- 2) Request for Payment Part II Reimbursement Detail
- 3) Copies of invoices
- 4) Other supporting documentation, as needed

For questions or concerns regarding these forms or if you would like the payment request forms listed above in electronic format please contact the Department's Grant Manager.

ATTACHMENT C

Contract Payment Requirements Florida Department of Financial Services, Reference Guide for State Expenditures Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

ATTACHMENT D

PROGRESS REPORT FORM

DEP Agreement No.:	LP35142		
Grantee Name:			
Grantee Address:			
Grantee's Grant Manager:		Telephone No.:	
Reporting Period:			
Project Number and Title:			
Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task. NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan. <u>The following format should be followed:</u> Task 1: Progress for this reporting period: Identify any delays or problems encountered:			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. LP35142 and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

ATTACHMENT E

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends \$500,000 (\$750,000 for fiscal year start dates after December 26, 2014) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.
3. If the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

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

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

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

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

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXHIBIT – 1

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

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

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Revenue Fund, Line Item 1600A	2016-2017	37.039	Statewide Surface Water Restoration and Wastewater Projects	\$500,000	140047

				Total Award	\$500,000	
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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) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, September 13, 2016	
Agenda Item Name	
Cost Share Agreement	
Requested Action	
Recommend approval of 2016 SJRWMD Cost Share Agreement in the amount of \$940,608 for the West Lake Wetlands (Victory Pointe) Project.	
Staff Report	
In 2015, the Clermont City Council approved a master plan that will serve as the blueprint for the city—especially the downtown-waterfront district—for the next 5, 10 and 20 years. The West Lake Wetland (Victory Pointe) project is the number one priority master plan project to initiate the City's master plan and foster economic development. The West Lake Wetlands (Victory Pointe) project plan represents a regional utility stormwater management facility serving the western portion of downtown Clermont. Currently, development of parcels in downtown are constrained by on-site stormwater requirements. Consultants to the City of Clermont recommended the creation this regional utility stormwater pond that would polish the storm runoff before reaching the lake and also would free up lakefront land for park and amenity development. This area will also be designated as a park space and event venue that includes a filter marsh to polish the storm runoff before it reaches Lake Minneola. Staff recommends approval of the grant agreement to leverage outside resources from the 2016 SJRWMD Cost Share Agreement in the amount of \$940,608 for the West Lake Wetlands (Victory Pointe) Project.	
Additional Analysis	
Fiscal Impact Summary	

Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Cost Share Agreement #28760 Cost Share Agreement with SJRWMD #28760. West Lake Wetlands.pdf		

**COST-SHARE AGREEMENT
BETWEEN THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND CITY OF CLERMONT**

THIS AGREEMENT ("Agreement") is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (the "District"), whose address is 4049 Reid Street, Palatka, Florida 32177, and CITY OF CLERMONT ("Recipient"), 685 West Montrose Street, Clermont, Florida 34711. All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

RECITALS

The waters of the state of Florida are among its basic resources, and it has been declared to be the policy of the Legislature to promote the conservation, development, and proper utilization of surface and ground water. Pursuant to chapter 373, Fla. Stat., the District is responsible for the management of the water resources within its geographical area.

The District 2016-2017 cost-share funding program is designed to fund the construction of local stormwater management and alternative water supply projects as well as conservation implementation projects. Its goals are to contribute to: 1) reduction in water demand through indoor and outdoor conservation measures; 2) development of alternative or non-traditional water supply sources; such as reclaimed water, surface water, or seawater; 3) water quality improvements (for example, nutrient-loading reduction in springsheds or other surface-water systems); and 4) water resource development opportunities (for instance, increasing available source water through expansion or development of surface-water storage). The current cost-share funding program also recognizes the importance of providing funding opportunities for construction of flood protection and natural-systems restoration projects, which are important components of the District's core mission focus.

The District has determined that providing cost-share funding to Recipient for the purposes provided for herein will benefit the water resources and one or more of the District's missions and initiatives.

At its June 2016 meeting, the Governing Board selected Recipient's proposal for cost-share funding. The parties have agreed to jointly fund the following project in accordance with the funding formula further described in the Statement of Work, Attachment A (hereafter the "Project"):

West Lake Wetlands Project

In consideration of the above recitals, and the funding assistance described below, Recipient agrees to perform and complete the activities provided for in the Statement of Work, Attachment A. Recipient shall complete the Project in conformity with the contract documents and all attachments and other items incorporated by reference herein. This Agreement consists of all of the following documents: (1) Agreement, (2) Attachment A - Statement of Work; and (3) all other attachments, if any. The parties hereby agree to the following terms and conditions.

1. **TERM; WITHDRAWAL OF OFFER.**

- (a) The term of this Agreement is from the date upon which the last party has dated and executed the same ("Effective Date") until September 30, 2018 ("Completion Date"). Recipient shall not commence the Project until any required submittals are received and approved. Time is of the essence for every aspect of this Agreement, including any time extensions. Any request for an extension of time beyond the Completion Date must be made in writing before July 1, 2018. Timely requests to extend, for longer than six months, the Completion Date of the Agreement for projects whose District contribution exceeds \$100,000 may only be approved by the District's Governing Board. Notwithstanding specific mention that certain provisions survive termination or expiration of this Agreement, all provisions of this Agreement that by their nature extend beyond the Completion Date, for example, delivery of a final report, will remain in full force and effect after the Completion Date as necessary to affect performance.
- (b) This Agreement constitutes an offer until authorized, signed and returned to the District by Recipient. This offer terminates forty-five (45) days after receipt by Recipient; provided, however, that Recipient may submit a written request for extension of this time limit to the District's Project Manager, stating the reason(s) therefor. Request for extension of time after the forty-five (45) days will be denied. The Project Manager shall notify Recipient in writing if an extension is granted or denied. If granted, this Agreement shall be deemed modified accordingly without any further action by the parties.
- (c) If the construction, which is eligible for District reimbursement, does not begin before June 30, 2017, or if the first invoice for non-construction projects is not submitted by June 30, 2017, the cost-share agreement will be subject to termination and the funds subject to reallocation.

2. **DELIVERABLES.** Recipient shall fully implement the Project, as described in the Statement of Work, Attachment A. Recipient is responsible for the professional quality, technical accuracy, and timely completion of the Project. Both workmanship and materials shall be of good quality. Unless otherwise specifically provided for herein, Recipient shall provide and pay for all materials, labor, and other facilities and equipment necessary to complete the Project. The District's Project Manager shall make a final acceptance inspection of the Project when completed and finished in all respects. Upon satisfactory completion of the Project, the District will provide Recipient a written statement indicating that the Project has been completed in accordance with this Agreement. Acceptance of the final payment by Recipient shall constitute a release in full of all claims against the District arising from or by reason of this Agreement.

3. **OWNERSHIP OF DELIVERABLES.** Unless otherwise provided herein, the District does not assert an ownership interest in any of the deliverables under this Agreement.

4. **AMOUNT OF FUNDING.**

- (a) For satisfactory completion of the Project, the District shall pay Recipient approximately thirty-three percent (33%) of the total construction cost of the Project, but in no event shall the District cost-share exceed \$940,608. The District cost-share is not subject to modification based upon price escalation in implementing the Project during the term of this Agreement. Recipient shall be responsible for payment of all costs necessary to ensure

completion of the Project. Recipient shall notify the District's Project Manager in writing upon receipt of any additional external funding for the Project not disclosed prior to execution of this Agreement.

- (b) "Construction cost" is defined to include actual costs of constructing Project facilities, including construction management. Land acquisition, engineering design, and permitting costs are excluded. Construction cost does not include any costs incurred prior to the Effective Date, unless expressly authorized by the Statement of Work. Costs that are excluded will not be credited toward Recipient's cost-share.
- (c) Cooperative funding shall not be provided for expenses incurred after the Completion Date.

5. PAYMENT OF INVOICES.

- (a) Recipient shall submit itemized invoices as per the Statement of Work, Attachment A for reimbursable expenses by one of the following two methods: (1) by mail to the St. Johns River Water Management District, Finance Director, 4049 Reid Street, Palatka, Florida 32177, or (2) by e-mail to acctpay@sjrwmd.com. The invoices shall be submitted in detail sufficient for proper pre-audit and post-audit review. Invoices shall include a copy of contractor and supplier invoices to Recipient and proof of payment. Recipient shall be reimbursed for approximately thirty-three percent (33%) of approved cost or the not-to-exceed sum of \$940,608, whichever is less. The District shall not withhold any retainage from this reimbursement. District reimbursement is subject to annual budgetary limitation, if applicable, as provided in subsection (g). If necessary for audit purposes, Recipient shall provide additional supporting information as required to document invoices.
- (b) **End of District Fiscal Year Reporting.** The District's fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice as of September 30, Recipient shall submit, prior to October 30, a description of the additional work on the Project completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Recipient shall submit a description of the work completed on the Project through September 30 and a statement estimating the dollar value of that work as of September 30.
- (c) **Final Invoice.** The final invoice must be submitted no later than forty-five (45) days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the District's fiscal year (September 30), the final invoice must be submitted no later than thirty (30) days after the Completion Date. **Final invoices that are submitted after the requisite date shall be subject to a penalty of ten percent (10%) of the invoice. This penalty may be waived by the District, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Recipient must request approval for delayed submittal of the final invoice not later than ten (10) days prior to the due date and state the basis for the delay.**

- (d) All invoices shall include the following information: (1) District contract number; (2) Recipient's name, address, and authorization to directly deposit payment into Recipient's account (if Recipient has not yet provided the District with a completed Direct Deposit Authorization form; (3) Recipient's invoice number and date of invoice; (4) District Project Manager; (5) Recipient's Project Manager; (6) supporting documentation as to cost and/or Project completion (as per the cost schedule and other requirements of the Statement of Work); (7) Progress Report (if required); (8) Diversity Report (if otherwise required herein). Invoices that do not correspond with this paragraph shall be returned without action within twenty (20) business days of receipt, stating the basis for rejection. Payments shall be made within forty-five (45) days of receipt of an approved invoice.
 - (e) **Travel expenses.** If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the project budget and are not otherwise compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by Recipient and are only compensable when specifically approved by the District as an authorized District traveler. In such instance, travel expenses must be submitted on District or State of Florida travel forms and shall be paid pursuant to District Administrative Directive 2000-02.
 - (f) **Payments withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District from loss as a result of: (1) defective work not remedied; (2) failure to maintain adequate progress in the Project; (3) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.
 - (g) **Annual budgetary limitation.** For multi-fiscal year agreements, the District must budget the amount of funds that will be expended during each fiscal year as accurately as possible. The Statement of Work, Attachment A, includes the parties' current schedule for completion of the Work and projection of expenditures on a fiscal year basis (October 1 – September 30) ("Annual Spending Plan"). If Recipient anticipates that expenditures will exceed the budgeted amount during any fiscal year, Recipient shall promptly notify the District's Project Manager and provide a proposed revised work schedule and Annual Spending Plan that provides for completion of the Work without increasing the Total Compensation. The last date for the District to receive this request is August 1 of the then-current fiscal year. The District may in its sole discretion prepare a District Supplemental Instruction Form incorporating the revised work schedule and Annual Spending Plan during the then-current fiscal year or subsequent fiscal year(s).
6. **LIABILITY AND INSURANCE.** Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers, employees and agents. Recipient accepts all risks arising from construction or operation of the Project. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the state of Florida, nor as a waiver of sovereign immunity of the state of Florida beyond the waiver provided for in section 768.28, Fla. Stat., as amended. Each party shall acquire and maintain throughout the term of this Agreement such liability, workers' compensation, and automobile insurance as required by their current rules and regulations. If Florida Department of Environmental Protection ("FDEP") funds will be used to fund all or a portion of the Agreement,

additional FDEP insurance requirements applicable to the Recipient are included in the Insurance attachment to the Agreement.

7. **FUNDING CONTINGENCY.** This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the District's Governing Board; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the District's Governing Board for each succeeding Fiscal Year. Should the Project not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the District shall so notify Recipient and this Agreement shall be deemed terminated for convenience five (5) days after receipt of such notice, or within such additional time as the District may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.

8. **PROJECT MANAGEMENT.**

- (a) The Project Managers listed below shall be responsible for overall coordination and management of the Project. Either party may change its Project Manager upon three (3) business days prior written notice to the other party. Written notice of change of address shall be provided within five (5) business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; or (4) e-mail. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one (1) business day after having been deposited with the courier. Notices via e-mail are deemed delivered on the date transmitted and received.

DISTRICT

Mark E. Brandenburg, MS, CSE, PWS
Project Manager
St. Johns River Water Management District
601 South Lake Destiny Road, Suite 200
Maitland, Florida 32751
407-659-0915
E-mail: mbranden@sjrwmd.com

RECIPIENT

James Kinzler, CPM, EA
Project Manager
City of Clermont
685 West Montrose Street
Clermont, Florida 34711
352-241-7339
E-mail: JKinzler@clermontfl.org

- (b) The District's Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating District policies and decisions regarding all matters pertinent to performance of the Project. The District's Project Manager may issue a District Supplemental Instruction (DSI) form, Attachment C, to authorize minor changes in the Project that the parties agree are not inconsistent with the purpose of the Project, do not affect the District cost-share, Completion Date, or otherwise significantly modify the terms of the Agreement.

9. **PROGRESS REPORTS AND PERFORMANCE MONITORING.**

- (a) **Progress Reports.** Recipient shall provide to the District quarterly Project update/status reports as provided in the Statement of Work. Reports will provide detail on progress of the Project and outline any potential issues affecting completion or the overall schedule.

Recipient shall use the District's Project Progress Report form, Attachment B. Recipient shall submit the Project Progress Reports to the District's Project Manager and District's Budget Coordinator within fifteen (15) days after the closing date of each calendar quarter (March 31, June 30, September 30 and December 31).

- (b) **Performance Monitoring.** For as long as the Project is operational, the District shall have the right to inspect the operation of the Project during normal business hours upon reasonable prior notice. Recipient shall make available to the District any data that is requested pertaining to performance of the Project.

10. FAILURE TO COMPLETE PROJECT.

- (a) Should Recipient fail to complete the Project, Recipient shall refund to the District all of the funds provided to Recipient pursuant to this Agreement. However, the District, in its sole judgment and discretion, may determine that Recipient has failed to complete the Project due to circumstances that are beyond Recipient's control, or due to a good faith determination that the Project is no longer environmentally or economically feasible. In such event, the District may excuse Recipient from the obligation to return funds provided hereunder. If the Project has not been completed within thirty (30) days after the Completion Date, Recipient shall provide the District with notice regarding its intention as to completion of the Project. The parties shall discuss the status of the Project and may mutually agree to revise the time for Project completion or the scope of the Project. Failure to complete the Project within ninety (90) days after the Completion Date shall be deemed to constitute failure to complete the Project for the purposes of this provision.
- (b) In the event the Project constitutes a portion of the total functional project, this paragraph shall apply in the event the total functional project is not completed. In such event, the 90-day timeframe provided herein shall commence upon the date scheduled for completion of the total functional project at the time of execution of this Agreement, unless extended by mutual agreement of the parties. Paragraphs 10(a) and 10(b) shall survive the termination or expiration of this Agreement.

- 11. TERMINATION.** If Recipient materially fails to fulfill its obligations under this Agreement, including any specific milestones established herein, the District may provide Recipient written notice of the deficiency by forwarding a Notice to Cure, citing the specific nature of the breach. Recipient shall have thirty (30) days following receipt of the notice to cure the breach. If Recipient fails to cure the breach within the thirty (30) day period, the District shall issue a Termination for Default Notice terminating this Agreement without further notice. In such event, Recipient shall refund to the District all funds provided to Recipient pursuant to this Agreement within thirty (30) days of such termination. The District may also terminate this Agreement upon ten (10) days written notice in the event of any material misrepresentations in the Project Proposal.

Delay or failure by the District to enforce any right, remedy or deadline hereunder shall not impair, or be deemed a waiver of, any such right, remedy or deadline, or impair the District's rights or remedies for any subsequent breach or continued breach of this Agreement.

ADDITIONAL PROVISIONS (Alphabetical)

12. **ASSIGNMENT.** Recipient shall not assign this Agreement, or any monies due hereunder, without the District's prior written consent. Recipient is solely responsible for fulfilling all work elements in any contracts awarded by Recipient and payment of all monies due. No provision of this Agreement shall create a contractual relationship between the District and any of Recipient's contractors or subcontractors.
13. **AUDIT; ACCESS TO RECORDS; REPAYMENT OF FUNDS.**
 - (a) **Maintenance of Records.** Recipient shall maintain its books and records such that receipt and expenditure of the funds provided hereunder are shown separately from other expenditures in a format that can be easily reviewed. Recipient shall keep the records of receipts and expenditures, copies of all reports submitted to the District, and copies of all invoices and supporting documentation for at least five (5) years after expiration of this Agreement. In accordance with generally accepted governmental auditing standards, the District shall have access to and the right to examine any directly pertinent books and other records involving transactions related to this Agreement. In the event of an audit, Recipient shall maintain all required records until the audit is completed and all questions are resolved. Recipient will provide proper facilities for access to and inspection of all required records.
 - (b) **Repayment of Funds.** District funding shall be subject to repayment after expiration of this Agreement if, upon audit examination, the District finds any of the following: (1) Recipient has spent funds for purposes other than as provided for herein; (2) Recipient has failed to perform a continuing obligation of this Agreement; (3) Recipient has received duplicate funds from the District for the same purpose; (4) Recipient has been advanced or paid unobligated funds; (5) Recipient has been paid funds in excess of the amount Recipient is entitled to receive under the Agreement; and/or (6) Recipient has received more than one hundred percent (100%) contributions through cumulative public agency cost-share funding.
14. **CIVIL RIGHTS.** Pursuant to chapter 760, Fla. Stat., Recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.
15. **DISPUTE RESOLUTION.** Recipient is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute involving performance of this Agreement by submitting a written statement to the District's Project Manager no later than ten (10) business days after the precipitating event. If not resolved by the Project Manager, the Project Manager shall forward the request to the District's Office of General Counsel, which shall issue a written decision within ten (10) business days of receipt. This determination shall constitute final action of the District and shall then be subject to judicial review upon completion of the Project.
16. **DIVERSITY REPORTING.** The District is committed to the opportunity for diversity in the performance of all cost-sharing agreements, and encourages Recipient to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as contractors. The District will assist Recipient by sharing information on W/MBEs. Recipient shall provide with each invoice a report describing: (1) the company names for all W/MBEs; (2) the type of minority, and (3) the amounts spent with each during the invoicing period. The report will also denote if there were no W/MBE expenditures.

17. **GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY TRIAL.** This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state or federal legal proceedings shall be in Orange County; (2) each party shall bear its own attorney's fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.
18. **INDEPENDENT CONTRACTORS.** The parties to this Agreement, their employees and agents, are independent contractors and not employees or agents of each other. Nothing in this Agreement shall be interpreted to establish any relationship other than that of independent contractors during and after the term of this Agreement. Recipient is not a contractor of the District. The District is providing cost-share funding as a cooperating governmental entity to assist Recipient in accomplishing the Project. Recipient is solely responsible for accomplishing the Project and directs the means and methods by which the Project is accomplished. Recipient is solely responsible for compliance with all labor, health care, and tax laws pertaining to Recipient, its officers, agents, and employees.
19. **CONFLICTING INTEREST IN RECIPIENT.** Recipient certifies that no officer, agent, or employee of the District has any material interest, as defined in section 112.312, Fla. Stat., either directly or indirectly, in the business of Recipient to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement.
20. **NON-LOBBYING.** Pursuant to section 216.347, Fla. Stat., as amended, Recipient agrees that funds received from the District under this Agreement shall not be used for the purpose of lobbying the Legislature or any other state agency.
21. **PERMITS.** Recipient shall comply with all applicable federal, state and local laws and regulations in implementing the Project and shall include this requirement in all subcontracts pertaining to the Project. Recipient shall obtain any and all governmental permits necessary to implement the Project. Any activity not properly permitted prior to implementation or completed without proper permits does not comply with this Agreement and shall not be approved for cost-share funding.
22. **PUBLIC ENTITY CRIME.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, 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 s. 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.
23. **PUBLIC RECORDS.** Records of Recipient that are made or received in the course of performance of the Project may be public records that are subject to the requirements of chapter 119, Fla. Stat. If Recipient receives a public records request, Recipient shall promptly notify the District's Project Manager. Each party reserves the right to cancel this Agreement for refusal by the other party to

allow public access to all documents, papers, letters, or other materials related hereto and subject to the provisions of chapter 119, Fla. Stat., as amended.

24. **ROYALTIES AND PATENTS.** Recipient certifies that the Project does not, to the best of its information and belief, infringe on any patent rights. Recipient shall pay all royalties and patent and license fees necessary for performance of the Project and shall defend all suits or claims for infringement of any patent rights and save and hold the District harmless from loss to the extent allowed by Florida law.

IN WITNESS WHEREOF, the St. Johns River Water Management District has caused this Agreement to be executed on the day and year written below in its name by its Executive Director, and Recipient has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives, and, if appropriate, has caused the seal of the corporation to be attached. This Agreement may be executed in separate counterparts, which shall not affect its validity. Upon execution, this Agreement constitutes the entire agreement of the parties, notwithstanding any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. This Agreement cannot be changed by any means other than written amendments referencing this Agreement and signed by all parties.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

CITY OF CLERMONT

By: _____
Ann B. Shortelle, Ph.D., Executive Director
(or designee)

By: _____

Typed Name and Title

Date: _____

Date: _____

ONLY AS TO FORM AND LEGALITY

Attest: _____

William Abrams, Sr. Assistant General Counsel

Typed Name and Title

ATTACHMENTS

Attachment A - Statement of Work
Attachment B - Project Progress Report Form
Attachment C - District Supplemental Instructions Form

2016-17 District Cost-Share Initiative
Last updated: 7-7-16

**ATTACHMENT A - STATEMENT OF WORK
CITY OF CLERMONT
WEST LAKE WETLANDS**

I. INTRODUCTION/BACKGROUND

The St. Johns River Water Management District (District) is continuing its Cooperative Cost Share Initiative Program in Fiscal Year (FY) 2016-2017 to develop and implement resource and water supply development projects and promote conservation. On June 14, 2016, the District's Governing Board approved funding for Cooperative Cost Share projects. Each project selected for funding will have a positive benefit to one or more of the District's core missions; including water supply, water quality, natural systems or flood mitigation.

The City of Clermont (Recipient) requested funding for their West Lake Wetlands project for the not to exceed the amount of \$940,608, towards the estimated construction cost of \$2,850,330. This request was approved by the Governing Board. The Recipient is located in Lake County.

II. OBJECTIVES

The objective of this contract is to provide cost share dollars that will enable the Recipient to construct a stormwater treatment system that incorporates a stormwater pond, bioretention swales, and a wetland filter marsh prior to discharge into Lake Minneola. The bioretention swales will run through downtown and include stormwater planters.

III. SCOPE OF WORK

The Recipient intends to install approximately eight Low Impact Development (LID) bio-retention swales for the existing streets that flow into the larger West Lake Wetlands project area. In addition, the proposed stormwater improvements will consist of creating a stormwater management facility for the western portion of Downtown Clermont by installing approximately 3,500 linear feet of stormwater culvert routing flow to the new project, excavating approximately 21,000 cubic yards of soil to excavate the storage, wetland and marsh system, replacing/restoring approximately 10,000 cubic yards of fill to create embankment as well as approximately 3,500 linear feet of retaining and gabion walls to create the storage, wetland and marsh system.

IV. PROJECT ADMINISTRATION AND DELIVERABLES

The Recipient shall be responsible for the following:

- Complete and obtain final project design, construction plans, and specifications;
- Obtain all required permits, including right of access to the project sites, related to project construction and subsequent operation and maintenance of the completed work;
- Assure compliance with all permits and permit conditions;
- Provide procurement for project construction;
- Perform supervision and inspection of construction;
- Perform construction contract administration;
- Assure compliance with cost accounting practices and procedures required for reimbursement of cost share funds expended.

The Recipient shall provide the following to the District's Project Manager:

- Timely invoices for actual construction costs in accordance with this cost share agreement (i.e. quarterly, with appropriate substantiation that demonstrates that the applicant has paid for the total work cost and is seeking reimbursement up to the match amount) to enable proper review by the District's Project Manager prior to payment authorization;
- Quarterly progress reports identifying project progress to date, key milestones reached, overall project schedule versus time for project completion, key issues to be resolved, project construction photos; quarterly reports shall also be emailed to the District's Budget Coordinator at mlcourt@sjrwmd.com;
- Certification of construction completion by a Professional Engineer registered in the state of Florida.

The Recipient shall ensure the tasks in the Task Identification section below are completed.

V. TASK IDENTIFICATION AND TIME FRAMES

The expiration date of this cost share agreement is September 30, 2018. The projected schedule is as follows:

Task Description	Anticipated Start Date	Anticipated Completion Date
Task 1 – General Requirements, Earthwork and MOT	March 15, 2017	July 30, 2017
Task 2 – West Lake Pond, Bio Swales and Filter Marsh Construction	April 1, 2017	August 31, 2018
Task 3 – Landscaping	April 1, 2018	August 31, 2018

VI. BUDGET/COST SCHEDULE

For satisfactory completion of the Project, the District shall pay Recipient approximately thirty-three percent (33%) of the total construction cost of the Project, but in no event shall the District's cost-share exceed \$940,608. It is anticipated that the FY breakdown will be \$300,000 for FY2016-17 and \$640,608 for FY2017-18.

Recipient shall invoice the District quarterly with appropriate documentation. The District's Project Manager shall provide an invoice template that will be used. Invoices shall include a copy of the contractor's invoices submitted to the Recipient, proof of payment by Recipient, and other required supporting documentation for reimbursement up to match amount. For in-house expenses, Recipient shall provide copies of all receipts for materials and a system report showing documentation of staff time or other proof of staff time expenses for the Project. The final invoice shall be submitted with the final project report. If the total actual cost of this project is less than originally estimated, the District's cost-share amount shall be reduced accordingly. Recipient may invoice more frequently submitting all required documentation and include general status information. Recipient may invoice the District for Project construction work beginning October 1, 2016.

The District's Project Manager will also provide a document to the Recipient to be completed showing the spend-down plan for the Project. The spend-down plan should be completed once the Recipient issues the Notice to Proceed to the construction contractor.

Recipient shall submit quarterly progress reports to the District's Project Manager and the District's Budget Coordinator within 15 days of the end of quarter for work accomplished during each quarter. The email address for the District's Budget Coordinator is mlicourt@sjrwmd.com. The Recipient will submit a final project report within 15 days of Final Completion and acceptance by Clermont detailing the project's accomplishments and any issues resolved during the course of the work.

Estimated Cost Schedule for Reimbursement per fiscal year (all dollar amounts are approximate and may be reallocated between the construction tasks for the two FYs).

FY 16-17 (10/1/2016 – 9/30/2017)

Description	Estimated Task Amount	Estimated Reimbursement Amount
Task 1 – General Requirements, Earthwork and MOT	\$ 686,546	\$226,560
Task 2 – West Lake Pond, Bio Swales and Filter Marsh	\$ 600,000	\$198,000
TOTAL FY 16-17:	\$1,286,546	\$424,560

FY 17-18 (10/1/2017 – 9/30/2018)

Description	Estimated Task Amount	Estimated Reimbursement Amount
Task 2 – West Lake Pond, Bio Swales and Filter Marsh	\$1,304,934	\$430,628
Task 3 – Landscaping	\$ 258,850	\$ 85,420
TOTAL FY 17-18:	\$1,563,784	\$516,048

ATTACHMENT B

St. Johns River Water Management District
Project Progress Report

Date: _____
month/day/year

Report Number: _____

Contract/Project Identification

Project Name:	West Lake Wetlands Project		
Recipient:	City of Clermont		
SJRWMD Contract Number:	28760	SJRWMD Project Manager:	Mark E. Brandenburg, MS, CSE, PWS
		Recipient's Project Manager:	James Kinzler, CPM, EA

Construction Schedule

Start Date (mm/dd/yy):	
Completion (mm/dd/yy):	

Reporting Period

Beginning Date (mm/dd/yy):	
Ending Date (mm/dd/yy):	

Budget

Total Budget:	\$	
Expended To-date:	\$	
Expended This Period:	\$	
Percent Budget Expended:		%

Duration

Planned Duration:		Weeks
Duration To-date:		Weeks
Duration This Period:		Weeks
Percent Duration Expended:		%

Anticipated Future Payment Requests:

3 Months	6 Months	9 Months	12 Months

Design/Permitting Status

--

Tasks/Milestones/Deliverables Scheduled for this Reporting Period or Within the Next 60 days:

Task Number	Tasks/Milestones/Deliverables	Start Date	Finish Date	Percent Complete	Projected Finish Date

Problems, Issues, Solutions, Anticipated deviations from schedule:

Attach an additional page of notes if necessary to explain reasons for lateness or unusual events or circumstances.

ATTACHMENT C — DISTRICT'S SUPPLEMENTAL INSTRUCTIONS (sample)
DISTRICT SUPPLEMENTAL INSTRUCTIONS #

DATE:

TO:

FROM: _____, Project Manager

CONTRACT/PURCHASE ORDER NUMBER:

CONTRACT TITLE:

The Work shall be carried out in accordance with the following supplemental instruction issued in accordance with the Contract Documents without change in the Contract Sum or Contract Time. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor changes to the work as consistent with the Contract Documents and return to the District's Project Manager.

1. CONTRACTOR'S SUPPLEMENTAL INSTRUCTIONS:
2. DESCRIPTION OF WORK TO BE CHANGED:
3. DESCRIPTION OF SUPPLEMENTAL INSTRUCTION REQUIREMENTS:

Contractor's approval: (choose one of the items below):

Approved: _____ Date: _____

(It is agreed that these instructions shall not result in a change in the Total Compensation or the Completion Date.)

Approved: _____ Date: _____

(Contractor agrees to implement the Supplemental Instructions as requested, but reserves the right to seek a Change Order in accordance with the requirements of the Agreement.)

Approved: _____ Date: _____
_____, District Project Manager

Acknowledged: _____ Date: _____
_____, District Contracts Administrator

cc: Contract/Purchasing file
Financial Management



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date					
Tuesday, September 13, 2016					
Agenda Item Name					
Grant Agreement					
Requested Action					
Recommend approval of 2016 EPA Section 319 Grant Agreement in the amount of \$412,060 for the West Lake Wetlands (Victory Pointe) Project.					
Staff Report					
In 2015, the Clermont City Council approved a master plan that will serve as the blueprint for the city—especially the downtown-waterfront district—for the next 5, 10 and 20 years. The West Lake Wetland (Victory Pointe) project is the number one priority master plan project to initiate the City's master plan and foster economic development. The West Lake Wetlands (Victory Pointe) project plan represents a regional utility stormwater management facility serving the western portion of downtown Clermont. Currently, development of parcels in downtown are constrained by on-site stormwater requirements. Consultants to the City of Clermont recommended the creation this regional utility stormwater pond that would polish the storm runoff before reaching the lake and also would free up lakefront land for park and amenity development. This area will also be designated as a park space and event venue that includes a filter marsh to polish the storm runoff before it reaches Lake Minneola. Staff recommends approval of this grant agreement to leverage outside resources from the EPA Section 319 grant program in the amount of \$412,060 for the West Lake Wetlands (Victory Pointe) Project.					
Additional Analysis					
Fiscal Impact Summary					
Fiscal Impact		Fund Number and Description		Available Budget Amount	
Exhibits Attached (copies of original agreements)					

1. DEP Agreement 319 Grant

DEP Agreement. 319 Grant.pdf

DEP AGREEMENT NO. NF014

**STATE OF FLORIDA
GRANT AGREEMENT
PURSUANT TO
ENVIRONMENTAL PROTECTION AGENCY GRANT AWARD(S)**

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the CITY OF CLERMONT whose address is 685 W. Montrose Street, Clermont, Florida 34711, (hereinafter referred to as "Grantee"), a local government, to provide financial assistance for Clermont West Lake Wetlands Project.

WHEREAS, the Department is the recipient of federal financial assistance from the U.S. Environmental Protection Agency (EPA); and,

WHEREAS, the Department was awarded funding by the EPA pursuant to Grant Agreement No. C9-99451515-0 also known as "31915" or "319(h)"; and,

WHEREAS, the Grantee has been determined to be a subrecipient of federal financial assistance from the EPA; and,

WHEREAS, the Grantee is responsible for complying with the appropriate federal guidelines in performance of its activities pursuant to this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

1. The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Grant Work Plan**, and all attachments and exhibits named herein which are attached hereto and incorporated by reference.
2. This Agreement shall begin upon execution by both parties and **remain in effect until 9/30/19**, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement. The Grantee may claim allowable project expenditures made on or after October 1, 2014 for purposes of meeting its match requirement as identified in paragraph 3. This Agreement may be amended to provide for additional services if additional funding is made available by EPA and/or the Legislature.
3.
 - A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis up to a maximum of \$412,060 towards the total estimated project cost of \$915,688. The parties hereto understand and agree that this Agreement requires at least a 55 % match on the part of the Grantee. Therefore, the Grantee is responsible for providing \$503,628 through cash or third party in-kind, towards the work funded under this Agreement. All match shall meet the federal requirements established in 40 CFR Part 30, 40 CFR Part 31 and OMB Circulars A-87 (2 CFR 225), A-122 (2 CFR 230) and A-21 (2 CFR 220), as applicable. It is understood that any additional funds necessary for the completion of this project are the responsibility of the Grantee. The Grantee will report those expenditures to the Department in the Final Report as required under Task 5 in Attachment A.
 - B. Prior written approval from the Department's Grant Manager shall be required for changes within approved deliverable budget categories. Changes less than 10% of the total approved deliverable budget will require a formal change order to the Agreement. Changes greater than 10% of the total

approved deliverable budget and/or changes that transfer funds from one deliverable to another or that increase or decrease the total funding amount will require a formal amendment to the Agreement.

- C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs, upon the completion, submittal and approval of the deliverables identified in **Attachment A**. Reimbursement shall be requested, utilizing **Attachment B, Payment Request Summary Form**, in accordance with the schedule in Attachment A. Each payment request must be accompanied by **Attachment C, MBE/WBE Procurement Reporting Form**. Failure to provide Attachment C shall result in a delay in processing the payment until such time as the appropriate information is provided to the Department. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department no later than sixty (60) days following the completion date of the Agreement, to assure the availability of funds for payment. Each payment request submitted shall document all matching funds and/or match efforts (i.e. in-kind services) provided during the period covered by each request. The final payment request shall not be processed until the match requirement has been met.
- D. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. In accordance with the **Attachment D, Contract Payment Requirements**, the Grantee shall comply with the minimum requirements set forth therein. The Payment Request Summary Form shall be accompanied by supporting documentation and other requirements as follows:
 - i. Contractual (Subcontractors) - Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the project. All multipliers used (i.e. fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. For fixed price (vendor) subcontracts, the following provisions shall apply:
 - a. The Grantee may award, on a competitive basis, fixed price subcontracts to consultants/contractors in performing the work described in Attachment A. Invoices submitted to the Department for fixed price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (Invitation to Bid or Request for Proposals) resulting in the fixed price subcontract.
 - b. The Grantee may request approval from the Department to award a fixed price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed price amount, the Grantee may proceed in finalizing the fixed price subcontract.

- c. All subcontracts are subject to the provisions of paragraph 13 and any other appropriate provisions of this Agreement which affect subcontracting activities.
- E. In addition to the invoicing requirements contained in paragraphs 3.C. and D. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. When requested, this information must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at <http://www.fldfs.com/aadir/reference%5Fguide>; allowable costs for Federal Programs can be found under 48 CFR Part 31 and Appendix E of 45 CFR Part 74, at <http://www.access.gpo.gov/nara/cfr/cfr-table-search.html> and OMB Circulars A-87 (2 CFR 225), A-122 (2 CFR 230), A-21 (2 CFR 220); and administrative requirements can be found in OMB Circulars A-102 and A-110 (2 CFR 215) at <http://www.whitehouse.gov/omb/circulars/index.html#numerical>.
- F. Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this Agreement. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except to the extent authorized as a direct cost of carrying out the work identified in Attachment A, Grant Work Plan.
- G. Allowable costs will be determined in accordance with the cost principles applicable to the organization incurring the costs. For purposes of this Agreement, the following cost principles are incorporated by reference.

Organization Type	Applicable Cost Principles
State, local or Indian tribal government.	OMB Circular A-87 (2 CFR 225)
Private non-profit organization other than (1) an institution of higher education, (2) hospital, or (3) organization named in OMB Circular A-122 as not subject to that circular.	OMB Circular A-122 (2 CFR 230)
Education Institutions	OMB Circular A-21 (2 CFR 220)
For-profit organization other than a hospital and an organization named in OMB A-122 as not subject to that circular.	48 CFR Part 31, Contract Cost Principles and Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal agency.
Hospital	45 CFR Subtitle A - Appendix E to Part 74-Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals

- H. i. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or

subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

- ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
- iii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

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

J. The table below identifies the funding supporting this Agreement and EPA Grants providing the funds.

EPA Grant Number	CFDA	Program Title			Funding Amount
C9-99451515-0	66.460	Nonpoint Source Grants	Implementation		\$412,060
Total Funding:					\$412,060

- 4. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations.
- 5. A. Progress Reports shall be submitted to the Department's Grant Manager no later than twenty (20) days following the completion of the quarterly reporting period. Each Progress Report shall be submitted on **Attachment E, Progress Report Form**, and shall describe the work performed during the reporting period, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. The Final Project Report shall be submitted no later than the completion date of the Agreement. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee. Final payment, up to ten (10) percent of the total Agreement amount identified in paragraph 3.A., may

be withheld until all work is completed, all deliverables have been submitted, match requirements have been met and the Final Project Report has been received and approved.

- B. A draft comprehensive final report must be submitted electronically in Microsoft Word format in accordance with the schedule outlined in Attachment A. The Department will review the draft final report and provide comments for inclusion in the final report within thirty (30) days. One electronic copy in Adobe.pdf format or Microsoft Word format, of a comprehensive final report must be submitted in accordance with the schedule and submission requirements outlined in **Attachment A**. The Grantee's final report shall include an accounting of all project expenses, a report of all matching funds contributed on behalf of the Grantee, and a statement acknowledging that the project has been supported by a grant from the U.S. Environmental Protection Agency. The following language shall be included on the cover page of the final project report:

"This project and the preparation of this report was funded in part by a Section 319 Nonpoint Source Management Program Implementation grant from the U.S. Environmental Protection Agency through an agreement/contract with the Nonpoint Source Management Section of the Florida Department of Environmental Protection. The total cost of the project was \$915,688, of which \$412,060 or 45 percent was provided by the U.S. Environmental Protection Agency."

Additionally, all other final deliverables required by this Agreement (such as booklets, pamphlets, videos, scientific papers, etc.) which were funded in whole or in part by federal sources shall include the language below to acknowledge the federal government's participation in the project.

"This _____ (booklet, pamphlet, video, paper, etc. as appropriate) was funded in part by a Section 319 Nonpoint Source Management Program Implementation grant from the U.S. Environmental Protection Agency through an agreement/contract with the Nonpoint Source Management Section of the Florida Department of Environmental Protection."

- C. The Grantee agrees to provide a copy of any draft report and/or final report to the Department before making, or allowing to be made, a press release, publication, or other public announcement of the project's outcome. This shall not be construed to be a limitation upon the operation and applicability of Chapter 119, Florida Statutes.
- D. The Grantee agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority, and Women's Business Enterprises in procurement under this Agreement.
- i. The Grantee accepts the Minority Business Enterprise/Women's Business Enterprise (MBE/WBE) "Fair Share" goals and objectives negotiated with EPA as follows:

Florida Fair Share Goals	
Industry	Goal
Equipment	9% MBE and 3% WBE
Supplies	
Services	
Construction	

- ii. If the Grantee does not want to rely on the applicable State's MBE/WBE goals, the Grantee agrees to submit proposed MBE/WBE goals based on availability of qualified minority and women-owned businesses to do work in the relevant market for construction, services, supplies and equipment. "Fair Share" objectives must be submitted to the EPA Grants Management Office, 61 Forsyth Street, Atlanta, GA 30303 within thirty (30) calendar days of award and approved by EPA no later than thirty (30) calendar days thereafter. Copies of all correspondence with EPA shall also be forwarded to the Department's Grant Manager.

- iii. The Grantee agrees to ensure, to the fullest extent possible, that at least the applicable “Fair Share” objectives of Federal funds for prime contracts or subcontracts for supplies, construction, equipment or services are made available to organizations owned or controlled by socially and economically disadvantaged individuals, women and Historically Black Colleges and Universities.
 - iv. The Grantee agrees to include in its bid documents the applicable “Fair Share” objectives and require all of its prime contractors to include in their bid documents for subcontracts the negotiated “Fair Share” percentages.
 - v. The Grantee agrees to follow the six good faith efforts or positive efforts stated in 40 C.F.R. 33, as appropriate, and retain records documenting compliance.
 - vi. The Grantee agrees to submit a report documenting MBE/WBE utilization under federal grants in conjunction with the required payment request form (see paragraph 3.C).
 - vii. If race and/or gender neutral efforts prove inadequate to achieve a “Fair Share” objective, the Grantee agrees to notify the Department and EPA in advance of any race and/or gender conscious action it plans to take to more closely achieve the “Fair Share” objective.
 - viii. In accordance with Section 129 of Public Law 100-590, the Small Business Administration Reauthorization and Amendment Act of 1988, the Grantee agrees to utilize and to encourage any prime contractors under this Agreement to utilize small businesses located in rural areas to the maximum extent possible. The Grantee agrees to follow the six affirmative steps stated in six good faith efforts stated in 40 C.F.R. 33, as appropriate, in the award of any contracts under this Agreement.
 - E. In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007) and/or 40 CFR 30.16, the Grantee agrees to use recycled paper and double sided printing for all reports which are prepared as a part of this Agreement and delivered to the Department. This requirement does not apply to reports which are prepared on forms supplied by EPA. This requirement does not apply to invoices and their documentation, which are required to be single sided. This requirement applies even when the cost of recycled paper is higher than that of virgin paper.
 - F. Any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth in Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962). Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.
6. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
7. A. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.

- B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.
8. No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) days.
- A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.
 - B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.
 - C. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement.

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

9. If the Grantee materially fails to comply with the terms and conditions of this Agreement, including any Federal or State statutes, rules or regulations, applicable to this Agreement, the Department may take one or more of the following actions.
- A. Temporarily withhold cash payments pending correction of the deficiency by the Grantee.
 - B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
 - C. Wholly or partly suspend or terminate this Agreement.
 - D. Withhold further awards for the project or program.

- E. Take other remedies that may be legally available.
 - F. Costs of the Grantee resulting from obligations incurred by the Grantee during a suspension or after termination of the Agreement are not allowable unless the Department expressly authorizes them in the notice of suspension or termination. Other Grantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if the following apply.
 - i. The costs result from obligations which were properly incurred by the Grantee before the effective date of suspension or termination, are not in anticipation of it, and in the case of termination, are noncancellable.
 - ii. The cost would be allowable if the Agreement were not suspended or expired normally at the end of the funding period in which the termination takes place.
 - G. The remedies identified above, do not preclude the Grantee from being subject to debarment and suspension under Executive Orders 12549 and 12689.
10. The Department shall have the right to demand a refund, either in whole or part, of the funds provided to the Grantee for noncompliance with the terms of this Agreement.
11. A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The United States Environmental Protection Agency, the Comptroller General of the United States, the Department of Environmental Protection, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion. In the event any work is subgranted or subcontracted, the Grantee shall similarly require each subgrantee and subcontractor to maintain and allow access to such records for audit purposes.
- B. The Grantee agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.
- C. Records for real property and equipment acquired with Federal funds shall be retained for five (5) years following final disposition.
12. A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment F, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1** to **Attachment F** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment F**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grant Manager to request a copy of the updated information.
- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment F, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section __.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

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

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

13. A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) days after execution. Regardless of any subcontract, the Grantee is ultimately responsible for all work performed under this Agreement. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- B. The Grantee agrees to comply with the procurement requirements contained in 40 C.F.R. 31.36 for its selection of subcontractors.
- C. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
14. A. The Grantee certifies that no Federally-appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal contract, grant, or cooperative agreement. If any non-Federal funds are used for lobbying activities as described above, the Grantee shall submit **Attachment G, Standard Form-LLL, "Disclosure of Lobbying Activities"** and shall file quarterly updates of any material changes. The Grantee shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly. **[40 CFR 34]**
- B. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.
- C. Pursuant to the Lobbying Disclosure Act of 1995, any organization described in Section 501(c)4 of the Internal Revenue Code of 1986 shall not be eligible for subgrants under this Agreement, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subgrant. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
- D. The Grantee's Chief Executive Officer shall certify that no funds provided under this Agreement have been used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The Grantee shall submit **Attachment H, "Lobbying and Litigation Certificate"** to the Department within ninety (90) days following the completion of the Agreement period.

15. The Grantee shall comply with all applicable federal, state and local rules and regulations in performing under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.
16. Any notices between the parties shall be considered delivered when posted by Certified Mail, return receipt requested, or overnight courier service, or delivered in person to the Grant Managers at the addresses below.
17. The Department's Grant Managers (which may also be referred to as the Department's Project Managers) for this Agreement are identified below.

Connie Becker	
Florida Department of Environmental Protection	
Division of Water Restoration Assistance	
3900 Commonwealth Boulevard, MS# 3570	
Tallahassee, Florida 32399-3000	
Telephone No.:	(850) 245-2945
E-mail Address:	Connie.L.Becker@dep.state.fl.us

18. The Grantee's Grant Manager (which may also be referred to as the Grantee's Project Manager) for this Agreement is identified below.

James Kinzler	
City of Clermont	
685 W. Montrose Street	
Clermont, Florida 34711	
Telephone No.:	352-241-7356
E-mail Address:	JKinzler@clermontfl.org

19. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of its employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.
20. A. The Grantee shall secure and maintain Commercial General Liability insurance including bodily injury and property damage. The minimum limits of liability shall be \$100,000 each occurrence and \$300,000 aggregate. This insurance will provide coverage for all claims that may arise from the services and/or operations completed under this Agreement, whether such services and/or operations are by the Grantee or anyone directly or indirectly employed by him. Such insurance shall include the State of Florida as an Additional Insured for the entire length of the Agreement.
- B. The Grantee shall secure and maintain Commercial Automobile Liability insurance for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or by anyone directly, or indirectly employed by him. The minimum limits of liability shall be as follows:

\$300,000 Automobile Liability Combined Single Limit for Company Owned Vehicles, if applicable

\$300,000 Hired and Non-owned Liability Coverage

- C. All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) days written notice (with the exception of non-payment of premium which requires a 10 day notice) to the Department's Procurement Administrator.
21. The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.
22. Reimbursement for equipment purchases costing \$1,000 or more is not authorized under the terms and conditions of this Project Agreement.
23. The Department may at any time, by written order designated to be a change order, make any change in the Grant Manager information or task timelines within the current authorized Agreement period. All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the Grantee's cost or time, shall require formal amendment to this Agreement.
24. The Hotel and Motel Fire Safety Act of 1990 (Public Law 101-391) establishes a number of fire safety standards which must be met for hotels and motels. The Grantee acknowledges that Federal funds may not be used to sponsor a conference, meeting, or training seminar held in a hotel or motel which does not meet the requirements of the Hotel and Motel Fire Safety Act of 1990.
25. If the Grantee's project involves environmentally-related measurements or data generation, including the development of models that may be used in regulatory decisions, the Grantee shall develop and implement quality assurance practices consisting of policies, procedures, specifications, standards, and documentation sufficient to produce data of quality adequate to meet project objectives and to minimize loss of data due to out-of-control conditions or malfunctions. All sampling and analyses performed under this Agreement must conform with the requirements set forth in Chapter 62-160, Florida Administrative Code, and the Quality Assurance Requirements for Department Agreements, attached hereto and made part hereof as **Attachment I, Quality Assurance Requirements**.
26. A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- B. 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 contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.
27. In accordance with Executive Order 12549, Debarment and Suspension (**2 CFR 180 and 1532**), the Grantee agrees and 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 Grantee 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, unless authorized in writing by EPA to the Department. The Grantee shall include the language of this section in all subcontracts or lower tier agreements executed to support the Grantee's work under this Agreement.

28. The Environmental Protection Agency and Department reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:
 - A. The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant.
 - B. Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
29. The Grantee agrees to comply with, and include as appropriate in contracts and subgrants, the provisions contained in **Attachment J, Contract Provisions**, attached hereto and made a part hereof. In addition, the Grantee acknowledges that the applicable regulations listed in **Attachment K, Regulations**, attached hereto and made a part hereof, shall apply to this Agreement.
30. Land acquisition is not authorized under the terms of this Agreement.
31. As applicable, Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, including by any of the following methods:
 - A. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - B. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and
 - C. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
32.
 - A. Grantee shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. Grantee shall keep and maintain public records required by the Department to perform the services under this Agreement.
 - B. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.
 - C. If Grantee meets the definition of "Contractor" found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
 - i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the Department. If the Department does not possess the requested records, the Department shall immediately notify the Grantee of the request, and the Grantee must provide the records to the Department or

allow the records to be inspected or copied within a reasonable time. If Grantee fails to provide the public records to the Department within a reasonable time, the Grantee may be subject to penalties under s. 119.10, F.S.

- ii. Upon request from the Department's custodian of public records, Grantee shall provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- iii. Grantee shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Grantee does not transfer the records to the Department.
- iv. Upon completion of the Agreement, Grantee shall transfer, at no cost to Department, all public records in possession of Grantee or keep and maintain public records required by the Department to perform the services under this Agreement. If the Grantee transfers all public records to the Department upon completion of the Agreement, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to Department, upon request from the Department's custodian of public records, in a format that is accessible by and compatible with the information technology systems of Department.

D. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-2118, by email at ombudsman@dep.state.fl.us, or at the mailing address below:

**Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Blvd, Mail Slot 49
Tallahassee, FL 32399**

33. Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

34. This Agreement, and any Amendments or Change Orders thereto, may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
35. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.
36. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

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

CITY OF CLERMONT

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Title:*

By: _____
Secretary or designee

Date: _____

Date: _____

Connie Becker, DEP Grant Manager

DEP Reviewer

FEID No.: 59-6000290

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

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

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>A</u>	<u>Grant Work Plan (6 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Payment Request Summary Form and Instructions (3 Pages)</u>
<u>Attachment</u>	<u>C</u>	<u>MBE/WBE Procurement Reporting Form and Instructions (7 Pages)</u>
<u>Attachment</u>	<u>D</u>	<u>Contract Payment Requirements (1 Page)</u>
<u>Attachment</u>	<u>E</u>	<u>Progress Report Form (1 Page)</u>
<u>Attachment</u>	<u>F</u>	<u>Special Audit Requirements (5 Pages)</u>
<u>Attachment</u>	<u>G</u>	<u>Disclosure of Lobbying Activities (2 Pages)</u>
<u>Attachment</u>	<u>H</u>	<u>Lobbying and Litigation Certificate (1 Page)</u>
<u>Attachment</u>	<u>I</u>	<u>Quality Assurance Requirements (5 Pages)</u>
<u>Attachment</u>	<u>J</u>	<u>Contract Provisions (4 Pages)</u>
<u>Attachment</u>	<u>K</u>	<u>Regulations (1 Page)</u>

ATTACHMENT A GRANT WORK PLAN

PROJECT TITLE: Clermont West Lake Wetlands

PROJECT LOCATION: The Project will be located in the Downtown Redevelopment Area, which is located within the City of Clermont in Lake County, Florida. Project coordinates are latitude: 28.55695 and longitude: -81.77217.

PROJECT BACKGROUND: In May 2015, the City of Clermont (Grantee) completed a comprehensive Stormwater Master Plan (SWMP) in order to identify and prioritize opportunities to improve water resource management within the City and promote positive environmental and economic benefits for the local area. Drainage improvements in the Downtown Redevelopment Area were identified as one of the top priorities in the City.

PROJECT DESCRIPTION: The Grantee will install eight Low Impact Development (LID) bio-retention swales for the existing streets that flow into the larger West Lake Wetlands project area. The swales will run through downtown from West Avenue to 7th Street along Osceola Street. A public educational component providing interactive environmental education for the areas will be included as part of this project. Signage will be installed along the swales and within the wetlands park that educates the public about water quality and stormwater Best Management Practices.

TASKS and DELIVERABLES:

Task 1: Construction

Task Description: The Grantee will construct approximately 8 Low Impact Development (LID) bio-retention swales for the existing streets that flow into the larger West Lake Wetlands project area, running through downtown from West Avenue to 7th Street along Osceola Street. These 8 bioretention swales will be developed over an acre of land within downtown Clermont. The grant and matching funds will be used for the following elements in accordance with the final design(s) and required permits which will be submitted to the Department's Grant Manager upon request:

- Construction of 8 bioretention swales
- Construction of stormwater planters
- Installation of native plantings

Deliverable 1a: Construction completed to date as described in this task, as evidenced by these interim deliverables: 1) signed acceptance of the completed work by the Grantee, 2) Contractor's Application and Certification for Payment, 3) Dated color photographs of on-going work representing time period covered in payment request. These interim deliverables must be submitted 14 days prior to each payment request and may be submitted no more frequently than quarterly.

Performance Standard: The Department's Grant Manager will review each submitted interim deliverable to verify that it meets the specifications in the Grant Work Plan and this task description and that work is being performed in accordance with the Grantee's construction contract documents and specifications. Upon review and written acceptance of each quarterly interim deliverables submittal by the Department's Grant Manager, the Grantee may proceed with payment request submittal for costs associated with that quarterly submittal period under this task.

Contractor's Application and Certification for Payment should include the following supporting documentation:

1. An itemized summary of the materials, labor, and/or services utilized during the period for which payment is being requested.
2. The summary should identify the nature of the work performed; the amount expended for such work; the name of the person/entity providing the service or performing the work; proof of payment of the invoices; and evidence of all work conducted for which a request for payment is being made.
3. Evidence may include references to any drafts or partially-complete designs, surveys, environmental documents and/or permit applications, drawings, and specifications (which must be made available upon request); and documentation demonstrating partial completion of construction activities.

Deliverable 1b: Construction of 8 Low Impact Development (LID) bio-retention swales for the existing streets that flow into the larger West Lake Wetlands project area, constructed as described in this task, as evidenced by these final deliverables: 1) Dated color photographs of the construction site(s) prior to, during, and immediately following completion of the construction task; 2) written verification that the grantee has received record drawings and any required final inspection report(s) for the project; 3) signed acceptance of the completed work by the Grantee; and 4) signed statement from a Florida Licensed Professional Engineer indicating construction has been completed in accordance with the design.

Performance Standard: The Department's Grant Manager will review the final deliverables to verify that they meet the specifications in the Grant Work Plan and this task description and that work is being performed in accordance with the Grantee's construction contract documents and specifications. Upon review and written approval by the Department's Grant Manager of all final deliverables under this task, the Grantee may proceed with payment request submittal.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement no more frequently than once per quarter. The outlined Interim Deliverable(s) and/or Final Deliverable(s) must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

Task 2: Quality Assurance Project Plan

Task Description: The Grantee will prepare, submit, and receive approval on a Quality Assurance Project Plan (QAPP) prior to commencement of any monitoring associated with the project. The QAPP must specify the sampling procedures, locations, instruments, and parameters to be sampled. The Grantee will use the format provided by the Department's Grant Manager, if applicable.

Deliverable 2a: Draft QAPP submitted electronically in Word format to the Department's Grant Manager. Upon request, the Grantee will provide a paper copy of the Draft QAPP to the Department's Grant Manager.

Performance Standard: The Department's Grant Manager will review the draft QAPP for compliance with this Agreement and the quality assurance requirements, to ensure sufficient monitoring is planned to measure project effectiveness, and provide comments to the Grantee as needed, prior to Final QAPP submittal.

Deliverable 2b Final Department-approved QAPP submitted electronically in Word format to the Department's Grant Manager. Upon request, the Grantee will provide a paper copy of the Final QAPP to the Department's Grant Manager.

Performance Standard: The Department's Grant manager will review the Final QAPP to ensure that draft comments have been incorporated and the Final QAPP is in compliance with this Agreement and the quality assurance requirements. Upon review and written approval by the Department's Grant Manager of the Final QAPP, the Grantee may proceed with payment request submittal and match documentation.

Task 3: Monitoring

Task Description: The Grantee will conduct monitoring in accordance with the Department-approved QAPP for this project (see Task 2).

Deliverables: Summary of completed monitoring activities (dates completed, sampling conducted and any not conducted and why, monitoring results along with interpretation of those results (as expected or not as expected) submitted electronically, along with the final laboratory report and sampling logs (must also have field and weather data) to the Department's Grant Manager. Upon request, the Grantee will provide a paper copy or copies to the Department's Grant Manager. These deliverables must be submitted 14 prior to each payment request and may be submitted no more frequently than quarterly.

Performance Standard: The Department's Grant Manager will review the monitoring results for completion and compliance with QAPP requirements. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Additional Financial Consequence: Costs for any monitoring that is not completed as outlined in the Department-approved QAPP may be discounted if included in the payment request.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement upon completion of the task and Department approval of all associated task deliverables.

Task 4: Public Education

Task Description: The Grantee will provide public education information about the project and its environmental benefits in the following formats: 1) Development and installation of approximately 6 signs providing information on the project and its benefits to the environment. The signs will be located along the trails and sitting areas within the park with good visibility to the public; and 2) development and release of at least two press releases providing information on the project construction schedule and the benefits it is providing.

Deliverable 4a: 1) Copy of draft sign(s) text and graphics submitted to the Department's Grant Manager for review and approval prior to final printing and installation; and 2) Draft materials for two press releases submitted to the Department's Grant Manager for review and approval prior to distribution. Deliverables should be submitted as electronic copies unless otherwise requested by the Department's Grant Manager.

Performance Standard: The Department's Grant Manager must approve draft materials prior to public distribution. The Department's Grant Manager will review the draft deliverables and provide comments to the Grantee as needed.

Deliverable 4b: 1) Dated photograph(s) of installed signs as approved. 5) Copies of press releases and release dates. Deliverables should be submitted as electronic copies unless otherwise requested by the Department's Grant Manager.

Performance Standard: The Department's Grant manager will review the final deliverables to ensure the draft comments have been taken into consideration. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal and match documentation.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement upon completion of the task and Department approval of all associated task deliverables.

Task 5: Final Report

Task Description: The Grantee will prepare a Final Report summarizing the results of the project, including all tasks in the Grant Work Plan. The Final Report must include at a minimum:

- Project location and background, project description and timeline, grant award amount and anticipated benefits.
- Financial summary of actual costs versus the budget, along with any changes required to the budget. Include any match provided, along with other related project work performed outside of this Agreement to identify the overall project cost.
- Discussion of project schedule versus actual completion, including changes required to the schedule, unexpected site conditions and adjustments, significant unexpected delays and corrections, and/or other significant deviations from the original project plan.
- Summary of activities completed as well as those not completed and why, as well as a brief summary of any additional phases yet to be completed.
- Photo documentation of work performed (before, during and after), appropriate figures (site location, site plan[s]. etc.), appropriate tables summarizing data/information relevant to Grant Work Plan tasks, and appropriate attachments relevant to the project.
- Discussion of whether the anticipated benefits have been/will be realized (e.g., why a BMP did or did not exceed the expected removal efficiency)
- Summary of monitoring activities completed and any not completed and why, monitoring results, and an interpretation of data based on planned versus realized results.

Deliverable 5a: An electronic copy of the draft Final Report in Word format submitted to the Department's Grant Manager for review prior to submission of the Final Report. Upon request, the Grantee will provide a paper copy of the draft Final Report.

Performance Standard: The Department's Grant Manager will review the submitted draft Final Report to verify that it meets the specifications in the Grant Work Plan and this task description, and provide any comments to the Grantee for incorporation into the Final Report.

Deliverable 5b: An electronic copy of the Final Report, with all suggested changes incorporated, in Word or PDF format submitted to the Department's Grant Manager for review and approval. Upon request, the Grantee will provide a paper copy of the Final Report.

Performance Standard: The Department's Grant manager will review the Final Report to ensure that draft comments have been taken into consideration and the Final Report is in compliance with this Agreement.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement upon completion of the task and Department approval of all associated task deliverables.

PROJECT TIMELINE AND BUDGET DETAIL TABLES:

PROJECT TIMELINE: The tasks must be completed by the end of each task timeline and all deliverables must be received by the designated due date. For the 319(h) grant funded and required match funded tasks, if there are any conflicts between the completion dates in the task timeline below and the 319 grant end date, 09/30/2019, then the grant end date is controlling.

Task/ Deliverable No.	Task or Deliverable Title	Task Start Date	Task End Date	Deliverable Due Date/ Frequency
1	Construction	Execution	06/15/2018	
1a	Interim Deliverables			Quarterly
1b	Final Deliverables			06/15/2018

2	QAPP	Execution	08/15/2017	
2a	Draft QAPP			06/15/2017
2b	Final QAPP			08/15/2017
3	Monitoring	Upon approval of QAPP	12/15/2018	12/15/2018
4	Public Education	Execution	06/15/2018	
4a	Draft Public Education			12/15/2017
4b	Final Public Education			06/15/2018
5	Final Report	Execution	3/31/2019	
5a	Draft final report			01/31/2019
5b	Final Report			03/31/2019

BUDGET DETAIL BY TASK:

Task No.	Category	319 Grant Funding	Match Funding
1	Contractual	\$386,374	\$500,000
	Total for Task	\$386,374	\$500,000
2A	Contractual	\$0	\$0
	Total for Task	\$N/A	\$0
2B	Contractual	\$0	\$0
	Total for Task	\$0	\$0
3	Contractual	\$18,314	\$0
	Total for Task	\$18,314	\$0
4A	Contractual	\$0	\$3,628
	Total for Task	\$0	\$3,628
4B	Contractual	\$7,372	\$0
	Total for Task	\$7,372	\$0
5A	Contractual	\$0	\$0
	Total for Task	\$0	\$0
5B	Contractual	\$0	\$0
	Total for Task	\$0	\$0
Total:		\$412,060	\$503,628

Total Project Cost:	\$915,688	
Percentage Match:	45%	55%

BUDGET SUMMARY for CONTRACT:

Category Totals	319 Grant Funding	Match Funding
Contractual	\$412,060	\$503,628
Total:	\$412,060	\$503,628
Total Project Cost:	\$915,688	
Percentage Match:	45%	55%

ATTACHMENT B

PAYMENT REQUEST SUMMARY FORM

Payment Request No. _____ DEP Agreement No. _____ Date _____

Performance Period (Start date - End date): _____

Deliverables completed to support payment request (attach additional pages as needed):

Task/Deliverable	Task Budget
Number(s): _____	Amount: \$ _____ -

Grantee:

(Name & Mailing _____

Address) _____

Grantee Contact: _____

(Name & Phone) _____

GRANT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE (As authorized)	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Salaries/Wages	\$ -	\$ -	\$ -	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	\$ -
Indirect Cost	\$ -	\$ -	\$ -	\$ -
Contractual (Subcontractors)	\$ -	\$ -	\$ -	\$ -
Travel	\$ -	\$ -	\$ -	\$ -
Equipment (Direct Purchases)	\$ -	\$ -	\$ -	\$ -
Rental/Lease of Equipment	\$ -	\$ -	\$ -	\$ -
Miscellaneous/Other Expenses	\$ -	\$ -	\$ -	\$ -
Land Acquisition	\$ -	\$ -	\$ -	\$ -
TOTAL AMOUNT	\$	\$	\$	\$
TOTAL BUDGET (ALL TASKS)	\$		\$	
Less Total Cumulative Payment Requests of:	\$		\$	
TOTAL REMAINING (ALL TASKS)	\$		\$	

GRANTEE CERTIFICATION

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Certification of Payment Request

I, _____, on behalf of

(Print name of Grantee's Grant Manager designated in the Agreement)

_____, do hereby certify for

(Print name of Grantee)

DEP Agreement No. _____ and Payment Request No. _____ that:

- ☒ The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.
- ☒ All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- ☒ The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Check all that apply:

- ☐ All permits and approvals required for the construction, which is underway, have been obtained.
- ☐ Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- ☐ The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.)

Period of Service (mm/dd/yy – mm/dd/yy)

Grantee's Grant Manager's Signature

Grantee's Fiscal Agent Signature

Print Name

Print Name

Telephone Number

Telephone Number

INSTRUCTIONS FOR COMPLETING PAYMENT REQUEST SUMMARY FORM

PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.

DEP AGREEMENT NO.: This is the number on your grant agreement.

DATE: This is the date that you are submitting the payment request.

PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the Task/Deliverable that the request is for (this must be within the timeline shown for the Task/Deliverable in the Agreement).

TASK/DELIVERABLE NO.: Identify the number of the Task/Deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan). *Note:* If payment request includes more than one Task/Deliverable, additional pages should identify each Task/Deliverable Number, its corresponding budget amount, and the amount requested.

TASK BUDGET AMOUNT: List the Task budget amount as identified in the Grant Work Plan for the corresponding Task/Deliverable. *Note:* If payment request includes more than one Task/Deliverable, additional pages should identify each Task/Deliverable Number, its corresponding budget amount, and the amount requested.

GRANTEE: Enter the name of the Grantee's agency and the address to which you want the state warrant sent.

GRANTEE CONTACT: List the name and telephone number for the Grantee's grant manager or other point of contact regarding the payment request submittal.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter by authorized category of expenditure the amount for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of all Tasks on the "*TOTAL BUDGET (ALL TASKS)*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" from the "*TOTAL BUDGET (ALL TASKS)*" for the amount to enter on the "*TOTAL REMAINING (ALL TASKS)*" line.

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the Task(s) you are reporting on). Enter the column total on the "*TOTAL PAYMENT REQUEST*" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the Task(s) you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT*" line for this column. Enter the match budget amount on the "*TOTAL BUDGET (ALL TASKS)*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*TOTAL BUDGET (ALL TASKS)*" for the amount to enter on the "*TOTAL REMAINING (ALL TASKS)*" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amounts you have claimed to date for match by budget category. Put the total of all on the line titled "*TOTAL PAYMENT REQUEST.*" The final request should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

GRANTEE'S CERTIFICATION: Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.**

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

INVOICE SUMMARY INFORMATION

Contract #:
Grantee:
Payment Request #:

Complete the table below. Use the drop down lists to add categories. Enter one Task number per row and one Category per column.

Select only the categories that are in the contract task budget.

Also complete the *Contractual Detail* spreadsheet if the contractual category is funded in the Agreement/Task.

Also, complete the *Equip-Supplies-Expense* spreadsheet if the contractual category is funded in the Agreement/Task.

Also complete the *Salary/Fringe Detail* spreadsheet if the salary and fringe categories are funded in the Agreement/Task.

*Include the match amount if match is required in the Agreement and is included in the invoice.

Formulas are included in some of the spreadsheet cells, denoted with "\$ - " .

		Provide Reimbursement Request Amounts by Category					Provide Amounts to Credit Towards Match by Category*				
		Select one budget category per column using the drop down lists					Select one budget category per column using the drop down lists				
Task/ Deliverable #	Performance Period - Date Range	Click here for drop down list	Click here for drop down list	Click here for drop down list	Click here for drop down list	Click here for drop down list	Click here for drop down list	Click here for drop down list	Click here for drop down list	Click here for drop down list	Comments
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Reimbursement Request:		\$ -									
Total Amount to Credit to Match:		\$ -									

CONTRACTUAL DETAIL

Complete one table per Task containing Contractual Reimbursement Requests

Add rows as needed for each table. Add tables as needed, if more than two tasks are in the invoice.

Enter the contractual sum for each task into the Invoice Summary spreadsheet.

*Include the match amount if match is required in the Agreement and is included in the invoice

Task/Deliverable #:

Performance Period - Date Range	Sub-contractor Name	Subcontractor Invoice Number	Sub-contractor Invoice Date	Check Number	Check Amount	Amount requested for reimbursement	Amount to credit towards Match*	Comments
Contractual Total for Task #___ :						\$ -	\$ -	

Task/Deliverable #:

Performance Period - Date Range	Sub-contractor Name	Subcontractor Invoice Number	Sub-contractor Invoice Date	Check Number	Check Amount	Amount requested for reimbursement	Amount to credit towards Match*	Comments
Contractual Total for Task #___ :						\$ -	\$ -	

EQUIPMENT AND SUPPLY/EXPENSE DETAIL

Complete one table for each task containing Equipment and Supply/Expense Reimbursement Requests
 Add rows as needed for each table. Add tables as needed, if more than two tasks are in the invoice
 Enter the Equipment and Supplies/Expense sums for each task into the Invoice Summary spreadsheet
 *Include the match amount if match is required in the Agreement and is included in the invoice

Task/Deliverable #:						Supplies/Expense	Equipment	Supplies/Expense	Equipment	Comments
Performance Period - Date Range	Vendor Name	Invoice/Receipt Number	Invoice/Receipt Date	Check Number	Check Amount	Amount requested for reimbursement	Amount Requested for Reimbursement	Amount to credit towards Match*	Amount to credit towards Match*	
Supplies/Expense Totals for Task #___:						\$ -	\$ -	\$ -	\$ -	

Task/Deliverable #:						Supplies/Expense	Equipment	Supplies/Expense	Equipment	Comments
Performance Period - Date Range	Vendor Name	Invoice/Receipt Number	Invoice/Receipt Date	Check Number	Check Amount	Amount requested for reimbursement	Amount Requested for Reimbursement	Amount to credit towards Match*	Amount to credit towards Match*	
Supplies/Expense Totals for Task #___:						\$ -	\$ -	\$ -	\$ -	

SALARY AND FRINGE DETAIL

Complete one table for each task containing Salary and Fringe Reimbursement Requests

Add rows as needed for each table. Add tables as needed, if more than two tasks are in the invoice.

Enter the Salary and Fringe sums for each task into the Invoice Summary spreadsheet.

*Include the match amount if match is required in the Agreement and is included in the invoice.

Task/Deliverable #:

Position Title	Employee Name	Performance Period - Date Range	Hourly Wage	Fringe Rate (%)	No. Hours Worked for reimbursement	Salary Amount per employee for reimbursement	Fringe Amount per employee for reimbursement	No. hours worked for match	Salary to credit towards Match*	Fringe to credit towards Match*
						\$ -	\$ -		\$ -	\$ -
						\$ -	\$ -		\$ -	\$ -
						\$ -	\$ -		\$ -	\$ -
						\$ -	\$ -		\$ -	\$ -
						\$ -	\$ -		\$ -	\$ -
						\$ -	\$ -		\$ -	\$ -
						\$ -	\$ -		\$ -	\$ -
						\$ -	\$ -		\$ -	\$ -
						\$ -	\$ -		\$ -	\$ -
						\$ -	\$ -		\$ -	\$ -
Salaries/Fringe Totals for Task # _____:						\$ -	\$ -		\$ -	\$ -

Task/Deliverable #:

Position Title	Employee Name	Performance Period - Date Range	Hourly Wage	Fringe Rate (%)	No. Hours Worked for reimbursement	Salary Amount per employee for reimbursement	Fringe Amount per employee for reimbursement	No. hours worked for match	Salary to credit towards Match*	Fringe to credit towards Match*
						\$ -	\$ -		\$ -	\$ -
						\$ -	\$ -		\$ -	\$ -
						\$ -	\$ -		\$ -	\$ -
						\$ -	\$ -		\$ -	\$ -
						\$ -	\$ -		\$ -	\$ -
						\$ -	\$ -		\$ -	\$ -
						\$ -	\$ -		\$ -	\$ -
						\$ -	\$ -		\$ -	\$ -
						\$ -	\$ -		\$ -	\$ -
						\$ -	\$ -		\$ -	\$ -
Salaries/Fringe Totals for Task # _____:						\$ -	\$ -		\$ -	\$ -

Instructions for Completing Request for Payment - Part II

Include the Grantee Name, Payment Request No., and DEP Agreement Number. List vendor invoices that are associated with the Project by Task/Deliverable.

- 1 **Invoice Amount:** Amount of Invoice being submitted for reimbursement.
- 2 **Local Share or Other Funding or Amount Not Requested:** Portion of invoice paid for by Grantee.
Requested Amount: Subtract Grantee's Local Share or Other Funding or Amount Not Requested **(2)** from Invoice Amount **(1)**.
- 3 **Deliverable Number:** Must identify completed deliverable(s) for each invoice. If invoice covers multiple deliverables, that invoice would be listed multiple times, a line item for each deliverable with any portion not applicable to that Task/Deliverable identified under (2).
- 4

Submittal Instructions

Instructions for E-mailing:

The program now accepts reimbursement requests electronically. When scanning please be sure that the minimum scan resolution must be 300 DPI (dots per inch). When reimbursement requests are sent electronically, please do not also send a hard copy by postal mail.

Remit Payment Request by E-mail to the Department's Grant Manager

Be sure the E-mail payment request includes the following:

Subject: Project Number_Disbursement Number: example – LP14025_Disb_1

Attachments:

- 1) Attachment B Payment Request Summary
- 2) Request for Payment Part II Reimbursement Detail
- 3) Copies of invoices
- 4) Other supporting documentation, as needed

For questions or concerns regarding these forms or if you would like the payment request forms listed above in electronic format please contact the Department's Grant Manager.

FOR COOPERATIVE AGREEMENTS OR OTHER FEDERAL FINANCIAL ASSISTANCE WHERE THE COMBINED TOTAL OF FUNDS BUDGETED FOR PROCURING SUPPLIES, EQUIPMENT, CONSTRUCTION OR SERVICES EXCEED \$150,000.					
PART 1: PLEASE REVIEW INSTRUCTIONS BEFORE COMPLETING					
1A. FEDERAL FISCAL YEAR (Oct 1- Sep 30) 20____			1B. REPORT TYPE ☐ Annual ☐ Last Report (Project completed)		
1C: REVISION OF A PRIOR YEAR REPORT? ☐ No ☐ Yes, Year _____ IF YES, BRIEFLY DESCRIBE THE REVISIONS YOU ARE MAKING: 					
2A. EPA FINANCIAL ASSISTANCE OFFICE ADDRESS (ATTN: DBE COORDINATOR)			3A. RECIPIENT NAME AND ADDRESS		
2B. EPA DBE COORDINATOR Name: Email: Phone: Fax:			3B. RECIPIENT REPORTING CONTACT Name: Address: Phone: Email:		
4A. FINANCIAL ASSISTANCE AGREEMENT ID NUMBER (SRF State Recipients, refer to Instructions for Completion of blocks 4A, 5A and 5C)			4B. FEDERAL FINANCIAL ASSISTANCE PROGRAM TITLE OR CFDA NUMBER:		
5A. TOTAL ASSISTANCE AGREEMENT AMOUNT EPA Share: \$ _____ Recipient Share: \$ _____ ☐ N/A (SRF Recipient)			5B. If NO procurements and NO accomplishments were made this reporting period (by the recipients, sub-recipients, loan recipients, and prime contractors), CHECK and SKIP to Block No. 7. (Procurements are all expenditures through contract, order, purchase, lease or barter of supplies, equipment, construction, or services needed to complete Federal assistance programs. Accomplishments, in this context, are procurements made with MBEs and/or WBEs.) ☐		
5C. Total Procurements This Reporting Period (Only include amount not reported in any prior reporting period) Total Procurement Amount \$_____					
(Include total dollar values awarded by recipient, sub-recipients and SRF loan recipients, including MBE/WBE expenditures.)					
5D. Were sub-awards issued under this assistance agreement? Yes ☐ No ☐ Were contracts issued under this assistance agreement? Yes ☐ No ☐					
5E. MBE/WBE Accomplishments This Reporting Period Actual MBE/WBE Procurement Accomplished (Include total dollar values awarded by recipient, sub-recipients, SRF loan recipients and Prime Contractors.)					
	Construction	Equipment	Services	Supplies	Total
\$MBE:	_____	_____	_____	_____	0.00
\$WBE:	_____	_____	_____	_____	0.00
6. COMMENTS: (If no MBE/WBE procurements, please summarize how certified MBEs/WBEs were notified of the opportunities to compete for the procurement dollars entered in Block 5C and why certified MBEs /WBEs were not awarded any procurements during this reporting period.) 					
7. NAME OF RECIPIENT’S AUTHORIZED REPRESENTATIVE			TITLE		
8. SIGNATURE OF RECIPIENT’S AUTHORIZED REPRESENTATIVE			DATE		

MBE/WBE PROCUREMENTS MADE DURING REPORTING PERIOD

EPA Financial Assistance Agreement Number: _____

[illegible]

Note: Recipients are required to submit MBE/WBE reports to EPA beginning with the Federal fiscal year the recipients receive the award, continuing until the project is

1 = Construction 2 = Supplies 3 = Services 4 = Equipment

Instructions:

A. General Instructions:

MBE/WBE utilization is based on 40 CFR Part 33. The reporting requirement reflects the class deviation issued on November 8, 2013, clarified on January 9, 2014 and modified on December 2, 2014. EPA Form 5700-52A must be completed annually by recipients of financial assistance agreements where the combined total of funds budgeted for procuring supplies, equipment, construction or services exceeds \$150,000. This reporting requirement applies to all new and existing awards and voids all previous reporting requirements.

In determining whether the \$150,000 threshold is exceeded for a particular assistance agreement, the analysis must focus on funds budgeted for procurement under the supplies, equipment, construction, services or "other" categories, and include funds budgeted for procurement under sub-awards or loans

Reporting will also be required in cases where the details of the budgets of sub-awards/loans are not clear at the time of the grant awards and the combined total of the procurement and sub-awards and/or loans exceeds the \$150,000 threshold.

When reporting is required, all procurement actions are reportable, not just the portion which exceeds \$150,000.

If at the time of award the budgeted funds exceed \$150,000 but actual expenditures fall below, a report is still required.

If at the time of award, the combined total of funds budgeted for procurements in any category is less than or equal to \$150,000 and is maintained below the threshold, no DBE report is required to be submitted.

Recipients are required to report 30 days after the end of each federal year, per the terms and conditions of the financial assistance agreement.

Last reports are due October 30th or 90 days after the end of the project period, whichever comes first.

MBE/WBE program requirements, including reporting, are material terms and conditions of the financial assistance agreement.

B. Definitions:

Procurement is the acquisition through contract, order, purchase, lease or barter of supplies, equipment, construction or services needed to accomplish Federal assistance programs.

A **contract** is a written agreement between an EPA recipient and another party (also considered "prime contracts") and any lower tier agreement (also considered "subcontracts") for equipment, services, supplies, or construction necessary to complete the project. This definition excludes written agreements with another public agency. This definition includes personal and professional services, agreements with consultants, and purchase orders.

A **minority business enterprise (MBE)** is a business concern that is (1) at least 51 percent owned by one or more minority individuals, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more minority

individuals; and (2) whose daily business operations are managed and directed by one or more of the minority owners. In order to qualify and participate as an MBE prime or subcontractor for EPA recipients under EPA's DBE Program, an entity must be properly certified as required by 40 CFR Part 33, Subpart B.

U.S. citizenship is required. Recipients shall presume that minority individuals include Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, or other groups whose members are found to be disadvantaged by the Small Business Act or by the Secretary of Commerce under section 5 of Executive order 11625. The reporting contact at EPA can provide additional information.

A **woman business enterprise (WBE)** is a business concern that is, (1) at least 51 percent owned by one or more women, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more women and (2) whose daily business operations are managed and directed by one or more of the women owners. In order to qualify and participate as a WBE prime or subcontractor for EPA recipients under EPA's DBE Program, an entity must be properly certified as required by 40 CFR Part 33, Subpart B.

Business firms which are 51 percent owned by minorities or women, but are in fact not managed and operated by minorities or females do not qualify for meeting MBE/WBE procurement goals. U.S. Citizenship is required.

Good Faith Efforts

A recipient is required to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under an EPA financial assistance agreement. These good faith

efforts for utilizing MBEs and WBEs must be documented. Such documentation is subject to EPA review upon request:

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
6. If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

C. Instructions for Part I:

1A. Specify Federal fiscal year this report covers. The Federal fiscal year runs from October 1st through September 30th (**e.g. November 29, 2014 falls within Federal fiscal year 2015**)

1B. Specify report type. Check the annual reporting box. Also indicate if the project is completed.

1C. Indicate if this is a revision to a previous year and provide a brief description of the revision you are making.

2A-B. Please refer to your financial assistance agreement for the mailing address of the EPA financial assistance office for your agreement.

The "EPA DBE Reporting Contact" is the DBE Coordinator for the EPA Region from which your financial assistance agreement was originated. For a list of DBE Coordinators please refer to the EPA OSBP website at http://epa.gov/osbp/dbe_cord.

3A-B. Identify the agency, state authority, university or other organization which is the recipient of the Federal financial assistance and the person to contact concerning this report.

4A. Provide the Assistance Agreement number assigned by EPA. A separate report must be submitted for each Assistance Agreement.

***For SRF recipients:** In box 4a list numbers for ALL OPEN Assistance Agreements being reported on this form.

4B. Refer back to Assistance Agreement document for this information.

5A. Provide the total amount of the Assistance Agreement which includes Federal funds plus recipient matching funds and funds from other sources.

***For SRF recipients only:** SRF recipients will not enter an amount in 5a. SRF recipients should check the "N/A" box.

5B. Self-explanatory.

5C. Provide the total dollar amount of **ALL** procurements awarded this reporting period by the recipient, sub-recipients, and SRF loan recipients, **including** MBE/WBE expenditures, not just the portion which exceeds \$150,000. For example: Actual dollars for procurement from the procuring office; actual contracts let from the contracts office; actual goods, services, supplies, etc., from other sources including the central purchasing/procurement centers).

***NOTE:** To prevent double counting on line 5C, if any amount on 5E is for a subcontract and the prime contract has already been included on Line 5C in a prior reporting period, then report the amount going to MBE or WBE subcontractor on line 5E, but exclude the amount from Line 5C. To include the amount on 5C again would result in double counting because the prime contract, which includes the subcontract, would have already been reported.

***For SRF recipients only:** In 5c please enter the total annual procurement amount under all of your SRF Assistance Agreements. The figure reported in this section is **not** directly tied to an individual Assistance Agreement identification number. (**SRF state recipients report state procurements in this section**)

5D. State whether or not sub-awards and/or subcontracts have been issued under the financial assistance agreements by indicating “yes” or “no”.

5E. Where requested, also provide the total dollar amount of all MBE/WBE procurement awarded during this reporting period by the recipient, sub-recipients, SRF loan recipients, and prime contractors in the categories of construction, equipment, services and supplies. These amounts include Federal funds plus recipient matching funds and funds from other sources.

6. If there were no MBE/WBE accomplishments this reporting period, please briefly how certified MBEs/WBEs were notified of the opportunities to compete for the procurement dollars entered in Block 5C and why certified MBEs /WBEs were not awarded any procurements during this reporting period.

7. Name and title of official administrator or designated reporting official.

8. Signature, month, day, and year report submitted.

D. Instructions for Part II:

For each MBE/WBE procurement made under this financial assistance agreements during the reporting period, provide the following information:

1. Check whether this procurement was made by the recipient, sub-recipient/SRF loan recipient, or the prime contractor.

2. Check either the MBE or WBE column. If a firm is both an MBE and WBE, the recipient may choose to count the entire procurement towards EITHER its MBE or WBE accomplishments. The recipient may also divide the total amount of the procurement (using any ratio it so chooses) and count those divided amounts toward its MBE and WBE accomplishments. If the recipient chooses to divide the procurement amount and count portions toward its MBE and WBE accomplishments, please state the appropriate amounts under the MBE and WBE columns on the form. **The combined MBE and WBE amounts for that MBE/WBE contractor must not exceed the “Value of the Procurement” reported in column #3**

3. Dollar value of procurement.

4. Date of procurement, shown as month, day, year. Date of procurement is defined as the date the contract or procurement was awarded, **not** the date the contractor received payment under the awarded contract or procurement, unless payment occurred on the date of award. **(Where direct purchasing is the procurement method, the date of procurement is the date the purchase was made)**

5. Using codes at the bottom of the form, identify type of product or service acquired through this procurement (e.g., enter 1 if construction, 2 if supplies, etc.).

6. Name, address, and telephone number of MBE/WBE firm.

****This data is requested to comply with provisions mandated by: statute or regulations (40 CFR Parts 30, 31, and 33 and/or 2 CFR Parts 200 and 1500); OMB Circulars; or added by EPA to ensure sound and effective assistance management. Accurate, complete data are required to obtain funding, while no pledge of confidentiality is provided.**

The public reporting and recording burden for this collection of information is estimated to average 1 hour per response annually. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclosure or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, OPPE Regulatory Information Division, U.S. Environmental Protection Agency (2136), 1200 Pennsylvania Avenue, NW, Washington, D.C. 20460. Include the OMB Control number in any correspondence. Do not send the completed form to this address.

ATTACHMENT D

Contract Payment Requirements Florida Department of Financial Services, Reference Guide for State Expenditures Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

ATTACHMENT E

PROGRESS REPORT FORM

DEP Agreement No.:	NF014		
Grantee Name:			
Grantee Address:			
Grantee's Grant Manager:		Telephone No.:	
Reporting Period:			
Project Number and Title:			
Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task. NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan. <u>The following format should be followed:</u> Task 1: Progress for this reporting period: Identify any delays or problems encountered:			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. NF014 and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

ATTACHMENT F

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/fac/>

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

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

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

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

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT – 1

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

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	Environmental Protection Agency	66.460	Nonpoint Source Implementation Grants, Grant Agreement NO. C9-99451515-0 (“31915”)	\$412,060	140076

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

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

				Total Award	\$412,060	
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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/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

ATTACHMENT G

Approved by OMB
0348-0046

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: ☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		2. Status of Federal Action: ☐ a. bid/offer/application b. initial award c. post-award		3. Report Type: ☐ a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: Congressional District, if known:			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$		
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheet(s))			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): SF-LLLA, if necessary)		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:			Authorized for Local Reproduction Standard Form – LLL (Rev 7 – 97)		

Form DEP 55-221 (01/01)

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.



United States
ENVIRONMENTAL PROTECTION AGENCY
Washington, DC 20460

**LOBBYING AND LITIGATION CERTIFICATION FOR GRANTS
AND COOPERATIVE AGREEMENTS***

INSTRUCTIONS:

*At project completion, complete this form pursuant to the 2001 Department of Veterans Affairs and Housing and Urban Development, and Independent Appropriations Act, Public Law 106-377, Section 424 and 2000 Department of Veterans Affairs and Housing and Urban Development, and Independent Appropriations Act, Public Law 106-74, Section 426 and any other subsequent Appropriation Act requirements.

Please mail this form to your EPA Grant Specialist within 90 days of project completion. DO NOT send this information to the Office of Management & Budget.

Assistance Agreement Number(s):

I hereby certify that none of these funds have been used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

Signature of the Chief Executive Officer

Date

Print Name

Burden Statement - The annual public reporting and record keeping burden for this collection of information is estimated to average 5 minutes per respondent. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The OMB control numbers for EPA's regulations are listed in 40 CFR Part 9 and 48 CFR Chapter 15.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Regulatory Information Division, U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Avenue, N.W., Mail Code 3213A, Washington, DC 20460; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, 725 17th Street, N.W., Washington, DC 20503, Attention: Desk Officer for EPA. Include the EPA ICR number and OMB control number in any correspondence.

ATTACHMENT I
QUALITY ASSURANCE REQUIREMENTS

1. All sampling and analyses performed under this Contract must conform to the requirements set forth in [Chapter 62-160](#), Florida Administrative Code (F.A.C.) and “Requirements for Field and Analytical Work performed for the Department of Environmental Protection under Contract” ([DEP-QA-002/02](#)), February 2002.
2. **LABORATORIES**
 - a. The GRANTEE shall ensure that all standard laboratory testing activities are performed by laboratories certified by the Florida Department of Health Environmental Laboratory Certification Program (DoH ELCP) for all applicable matrix/method/analyte combinations to be measured. For non-potable water matrix, the certification requirement is considered satisfied if the laboratory is certified for the contracted analyte in at least one method that uses the same analytical technology as the contract-proposed method.
 - b. If the laboratory is not certified for some or all of the proposed test measurements, the laboratory shall apply for certification within one month of Contract execution. Within six months of Contract execution, the laboratory shall be fully certified for all applicable matrix/method (or analytical technology)/analyte combinations to be performed. Regardless of when the laboratory receives certification, the laboratory must implement all applicable standards of the National Environmental Laboratory Accreditation Conference (NELAC) upon Contract execution.
 - c. Laboratories shall maintain certification as specified in item 2.a above during the life of the Contract. Should certification for an analyte or test method be lost, all affected tests shall be immediately sub-contracted to a laboratory with current DoH ELCP certification in the appropriate matrix/method/analyte combination(s). The GRANTEE shall notify the DEP contract manager in writing before any change to a sub-contracted laboratory is made.
 - d. A copy of the DoH ELCP Certificate and the associated list of specific fields of accreditation for each contracted or sub-contracted laboratory shall be provided to the DEP contract manager upon Contract execution or upon receiving DoH certification (see items 2.a and 2.b above).
 - e. The GRANTEE shall ensure that an acceptable initial demonstration of capability (IDOC), as described in Appendix C of Chapter 5 of the [NELAC Standards](#) is performed. Each laboratory that performs any of the proposed matrix/method (or analytical technology)/analyte combination(s) must have the requisite IDOC documentation and supporting laboratory records. IDOCs shall be performed and shall meet the contract specified requirements for precision, accuracy, and the method detection limit (MDL) and/or practical quantitation limit (PQL) before the test procedure is used to generate data for this Contract. If requested by the Department, documentation that supports the IDOC shall be made available for review.
 - f. When performance test samples are not required by DoH ELCP for certification, the laboratory shall obtain, analyze and evaluate performance test samples, standard reference materials (SRM) or other externally assayed quality control (QC) samples, hereinafter known collectively as quality control check (QCC) samples.
 - (i) The laboratory shall ensure that the selected QCC samples(s) represent all matrix/method/analyte combinations that are not subject to certification requirements.
 - (ii) These samples shall be analyzed at six-month intervals and the results shall be within the acceptable range established by the QCC sample provider.
 - (iii) Before providing analytical services for this Contract, the laboratory must provide to the DEP contract manager the results of the QCC sample(s) and the associated acceptable range(s) as established by the QCC sample provider. The submitted results must be from QCC samples that have been completed within the previous six months prior to the submission date.
 - g. Any non-standard laboratory procedures or methods that are proposed for use (i.e., those not approved by DEP for standard environmental analyses) shall be submitted for review and approval in accordance with DEP-QA-001/01, “New and Alternative Analytical Laboratory Methods,” February 1, 2004. These procedures or methods shall be approved by the DEP contract manager before use under this Contract and must be cited or described in the required planning document (see Section 6).
 - h. The GRANTEE shall ensure that Practical Quantitation Limits (PQLs) and Method Detection Limits (MDLs) are listed in the planning document (see Section 6).
 - i. The GRANTEE shall ensure that the selected laboratory test methods listed in the planning document can provide results that meet the Contract data quality objectives.
 - j. The GRANTEE shall ensure that all laboratory testing procedures follow the analytical methods as approved in the planning document (see Section 6).

- k. The GRANTEE shall ensure that the all laboratory quality control measures for standard methods are consistent with Chapter 5 of the NELAC standards.
 - l. In addition, the GRANTEE shall ensure that the quality control requirements specified in the attached addenda are followed.
 - m. The GRANTEE shall ensure that all sample results are calculated according to the procedures specified in the analytical methods approved in the planning document.
3. **FIELD ACTIVITIES**
- a. "Sample" refers to samples that have been either collected or analyzed under the terms of this Contract.
 - b. The GRANTEE shall ensure that all sample collection and field testing activities are performed in accordance with applicable Department "Standard Operating Procedures for Field Activities" (DEP-SOP-001/01, March 1, 2014). The specific standard operating procedures (SOPs) to be used for this Contract shall be cited in the planning document (see Section 6). SOPs for field sample collection or testing not included in the Department's SOPs shall be included or cited in the planning document.
 - c. Any non-standard field procedure shall be submitted for review and approval to the DEP contract manager. All non-standard procedures and methods must be approved by the DEP contract manager before use under this Contract and must be cited or described in the planning document.
 - d. Per the quality control measures outlined in DEP SOP FQ 1000, the GRANTEE shall ensure that the following field quality controls (and any additional quality control measures specified in the addenda) are incorporated into the project design for applicable test methods:
 - (i) Matrix-Related Quality Controls - The GRANTEE shall ensure that the laboratory is provided with sufficient sample volume to analyze at least one set of matrix spikes and either matrix spike duplicates or laboratory duplicates as follows:
 - (1) The first time a sample from a sample collection matrix (see Table FA 1000-1 in DEP SOP FA 1000) is collected;
 - (2) One in each additional 20 samples of the sample collection matrix, after the first 20 samples; and
 - (3) The last time samples are collected for the sample collection matrix.
 - (ii) Field-Generated Quality Control (QC) Blanks – Blanks associated with field activities as defined in part FQ 1210 of DEP SOP FQ 1000 shall be collected according to the requirements of part FQ 1230.
 - (1) If an analyte detected in the sample is also found in any field-generated QC blank that is associated with the sample, the GRANTEE shall investigate and attempt to determine the cause of the QC blank contamination. The outcome of this investigation shall be reported and shall include a discussion of the corrective measures taken to minimize future occurrences of QC blank contamination.
 - (2) If an analyte detected in the sample is also found in any field-generated QC blank that is associated with the sample, the GRANTEE shall ensure that the analyte in any affected sample is reported as estimated ("G" data qualifier code, with a narrative explanation), unless the analyte concentration in the blank is $\leq 10\%$ of the reported concentration in the associated sample.
4. **REPORTING, DOCUMENTATION AND RECORDS RETENTION**
- a. The GRANTEE shall ensure that all laboratory and field records applicable to the Contract, as outlined in Rules 62-160.240 and .340, F.A.C. are retained for a minimum of five years after the generation or completion of records.
 - b. All field and laboratory records that are associated with work performed under this Contract shall be organized so that any information can be quickly and easily retrieved for inspection, copying or distribution.
 - c. The GRANTEE shall ensure that all laboratory reports for standard methods are issued in accordance with NELAC requirements. These reports shall be submitted to the DEP contract manager and shall include the following information:
 - ▶ Laboratory sample identification (ID) and associated Field ID
 - ▶ Analytical/test method
 - ▶ Parameter/analyte name
 - ▶ Analytical result (including dilution factor)
 - ▶ Result unit
 - ▶ Applicable DEP Qualifiers per Table 1 of Chapter 62-160, F.A.C.
 - ▶ Result comment(s) to include corrective/preventive actions taken for any failed QC measure (e.g., QC sample, calibration failure) or other problem related to the analysis of the samples
 - ▶ Date and time of sample preparation (if applicable)

- Date and time of sample analysis
 - Results of laboratory verification of field preservation
 - Sample matrix
 - DoH ELCP certification number for each laboratory (must be associated with the test result(s) generated by the laboratory)
 - MDL, LOD or other defined limit of detection
 - PQL, LOQ or other defined limit of quantification
 - Sample type (such as blank type, duplicate type)
 - Field and laboratory QC blank results:
 - Laboratory QC blank analysis results as required by the method, NELAC Chapter 5 and the planning document (see Section 6 below);
 - Field quality control results including field blanks, equipment blanks, and field duplicates (or replicates) as specified in the planning document (see Section 6)
 - Results of sample matrix spikes, laboratory duplicates or matrix spike duplicates, as applicable
 - Results of surrogate spike analyses (if performed)
 - Results of laboratory control samples (LCS)
 - Link between each reported quality control measure (e.g., QC blanks, matrix spikes, LCS, duplicates, calibration verification) and the associated sample result(s)
 - Acceptance criteria used to evaluate each reported quality control measure
 - d. The GRANTEE shall ensure that the following field-related information is reported to the DEP contract manager:
 - Site name and location information
 - Field ID for each sample container and the associated analytes (test methods) for which the container was collected
 - Date and time of sample collection
 - Sample collection depth
 - Sample collection method identified by the DEP SOP number, where applicable
 - If performed, indicate samples that were filtered
 - Field test measurement results:
 - DEP SOP number (FT-series), where applicable
 - Parameter name
 - Result
 - Result unit
 - Applicable Data Qualifiers per Table 1 of Chapter 62-160, F.A.C.
 - Narrative comments discussing corrective/preventive actions taken for any failed QC measure (e.g., blank contamination, meter calibration failure, split sample results), unacceptable field measurement or other problems related to the sampling event.
 - e. The Department reserves the right to request some or all of the laboratory or field information in a specified format.
5. The GRANTEE shall submit the data electronically using the format identified in QAPP
6. **AUDITS**
- a. AUDITS BY THE DEPARTMENT – Pursuant to Rule [62-160.650](#), F.A.C., the Department may conduct audits of field and/or laboratory activities. In addition to allowing Department representatives to conduct onsite audits, the GRANTEE, upon request by the Department, must provide all field and laboratory records pertinent to the contracted field and laboratory activities. If an audit by the Department results in a determination that the reported data are not usable for the purpose(s) or do not meet the data quality objectives specified by the Contract, the DEP contract manager shall pursue remedies available to the Department, including those outlined in Section 8 below.
 - b. PLANNING REVIEW AUDITS –
 - (i) Initial: Prior to the completion of the sampling and analysis events and after the second completed sampling and analysis event but no later than fourth, the GRANTEE and all associated subGRANTEES shall review the planning document (see Section 6 below) relative to the completed field and laboratory activities to determine if the data quality objectives are being met, identify any improvements to be made to the process, and refine the sampling and/or analytical design or schedule. Within one month of the review, a summary of the review, including any corrective action plans or

amendments to the planning document, shall be sent to the DEP contract manager and a copy shall be maintained with the permanent project records.

- (ii) Ongoing: Planning reviews as described in item (i) above shall occur annually, if applicable.
- c. QUALITY SYSTEMS AUDITS – The GRANTEE and all subGRANTEES shall ensure that any required laboratory and field quality system audits are performed according to the respective quality manuals or other relevant internal quality assurance documents for each contracted and sub-contracted entity. These audits shall be documented in the GRANTEE's and subcontractors' records.
- d. STATEMENTS OF USABILITY – As a part of the audit process and the final report, the GRANTEE shall provide statements about data usability relative to the Contract Data Quality Objectives and Data Quality Indicators specified in the planning document, this attachment and the addenda.
 - (i) The GRANTEE shall ensure that all applicable data quality acceptance and usability criteria are listed in the planning document.
 - (ii) The GRANTEE shall ensure that the results of all quality control measures are evaluated according to the acceptance criteria listed in the planning document GRANTEE.
 - (iii) The GRANTEE shall ensure that all sample results are evaluated according to all applicable usability criteria specified in the planning document.

7. **PLANNING DOCUMENT**

- a. The GRANTEE shall submit the planning document identified below to the DEP contract manager no later than 120 days prior to the commencement of field and laboratory activities. Failure to submit the planning document in this required timeframe shall result in a delay of approval to begin work until the document has been submitted to the Department and approved by the DEP contract manager. The document shall be submitted as a Quality Assurance Project Plan (QAPP). The plan shall be consistent with the EPA Document EPA-QA/R-5, EPA Requirements for Quality Assurance Project Plans, dated March 2001.
- b. The GRANTEE and subGRANTEES may submit a version of the planning document to the Department for approval no more than three times. If the GRANTEE fails to obtain approval for the planning document after the third (final) submission to the Department, the DEP contract manager may suspend or terminate the Contract.
- c. The DEP Contract number shall appear on the title page of the submitted planning document. Within forty-five (45) days of receipt of the properly identified planning document by the Department, the Department shall review and either approve the planning document or provide comments to the GRANTEE and affected subGRANTEES as to why the planning document is not approved. If further revisions are needed, the GRANTEE shall then have fifteen (15) days from the receipt of review comments to respond. The Department shall respond to all revisions to the planning document within thirty (30) days of receipt of any revisions.
- d. If the review of the planning document by the Department is delayed, through no fault of the GRANTEE, beyond sixty (60) days after the planning document is received by the Department, the GRANTEE shall have the option, after the planning document is approved, of requesting and receiving an extension in the term of the Contract for a time period not to exceed the period of delayed review and approval. This option must be exercised at least sixty (60) days prior to the current termination date of the Contract.
- e. Work may not begin for specific Contract tasks until approval (or conditional approval) has been received by the GRANTEE from the DEP contract manager. Sampling and analysis for the Contract may not begin until the planning document has been approved (or conditionally approved).
- f. Once approved, the GRANTEE shall follow the protocols specified in the approved planning document including, but not limited to:
 - ▶ Ensuring that all stated quality control measures are collected, analyzed and evaluated for acceptability;
 - ▶ Using only the protocols approved in the planning document; and
 - ▶ Using only the equipment approved in the planning document.
- g. If any significant changes in procedures or test methods, changes in equipment, changes in subGRANTEE organizations or changes in key personnel occur, the GRANTEE shall submit appropriate revisions of the planning document to the DEP contract manager for review. The proposed revisions may not be implemented until they have been approved by the DEP contract manager. If the GRANTEE fails to submit the required revisions, the DEP contract manager may suspend or terminate the Contract. These amendments shall be

- (i) Documented through written or electronic correspondence with the DEP contract manager and incorporated into the approved planning document.
- 8. **DELIVERABLES**
 - a. The following lists the expected schedule for the deliverables that are associated with the Quality Assurance requirements of this Contract:
 - (i) Copy of DoH ELCP Certificate(s) and the associated list(s) of specific fields of accreditation, per item 2.d above.
 - (ii) Copies of the QCC sample results per item 2.f. above.
 - (iii) Non-standard laboratory or field procedures – The GRANTEE shall submit to the DEP contract manager all required information necessary for review of non-standard procedures per items 2.g. and 3.c. above.
 - (iv) Reports of planning review audits as specified in item 5.b. above.
 - (v) Statements of Usability as specified in item 5.d. above.
 - (vi) Planning document per Section 6, above.
- 9. **CONSEQUENCES**
 - a. Failure to comply with any requirement of this attachment may result in:
 - (i) Immediate termination of the Contract.
 - (ii) Withheld payment for the affected activities.
 - (iii) Contract suspension until the requirement(s) has been met.
 - (iv) A request to refund already disbursed payments.
 - (v) A request to redo work affected by the non-compliant activity.
 - (vi) Other remedies available to the Department.

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ATTACHMENT J

Contract Provisions

All contracts awarded by a recipient, including small purchases, shall contain the following provisions as applicable:

1. **Equal Employment Opportunity** - All contracts shall contain a provision requiring compliance with Executive Order (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 \$2000 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 \$2000 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 \$2500 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 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. **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.)** - 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 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) that 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)** that 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 provisions of the Hatch Act (5 U.S.C. 1501 – 1508 and 7324 – 7328)** that limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. **Compliance, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234)** that 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 11514; (b) notification of violating facilities pursuant to E.O. 11738; (c) protection of wetlands pursuant to E.O. 11990; (d) evaluation of flood hazards in floodplains in accordance with E.O. 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 with 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), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).**
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.)** that 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** that 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. **Compliance with Geospatial Data Standards** must be met by the Grantee under this Agreement. All geospatial data created must be consistent with Federal Geographic Data Committee endorsed standards. Information on these standards can be found at www.fgdc.gov.
22. **Compliance with Nutrient Management Plans for Animal Feeding Operations** is required under this Grant and must have and implement a nutrient management plan that: 1) provides and maintains buffers or equivalent practices; 2) diverts clean water; 3) prevents direct contact of confined animals with waters of the United States; 4) addresses animal mortality; 5) addresses chemical disposal; 6) addresses proper operation and maintenance; 7) addresses record keeping and testing; 8) maintains proper storage capacity; and 9) addresses rate and timing of land application of manure and wastewater.
23. **Compliance with the Drug Free Workplace Act.** The recipient shall comply with the provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 702) and DoC Implementing regulations published at 43 CFR Part 43, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)" published in the Federal Register on November 26, 2003, 68 FR 66534), which require that the recipient take steps to provide a drug-free workplace.
24. **Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)** By accepting funds under this Agreement, the Grantee agrees to implement the requirements of (g) of section 106 of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)).

25. **Registrations and Identification Information**, the Grantee agrees to maintain current registration in the Central Contractor Registration (www.ccr.gov) System for Award Management (SAM) at all times during which they have active project funded with these funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.
26. **41 USC §4712, Pilot Program for Enhancement of Recipient and Subrecipient Employee Whistleblower Protection:** This requirement applies to all awards issued after July 1, 2013 and shall be in effect until January 1, 2017.
- (a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).
- (b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
- (c) The recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award.

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ATTACHMENT K REGULATIONS

Formal regulations concerning administrative procedures for EPA grants appear in Title 40 of the Code of Federal Regulations. Grant program administrative regulations appear in Subchapter B; other regulations of general applicability appear in Subchapter A. Other EPA regulations also impact grant programs. The following list contains regulations and Office of Management and Budget Circulars which may apply to the work performed under this Agreement.	
Subchapter A - General	
40 C.F.R. 4	Uniform relocation assistance and real property acquisition for federal and federally assisted programs
40 C.F.R. 12	Nondiscrimination on the basis of handicap in programs or activities conducted by EPA
40 C.F.R. 29	Intergovernmental review of EPA programs and activities
40 C.F.R. 30	Uniform administrative requirements for grants and agreements with institutions of higher education, hospitals and other nonprofit organizations
Subchapter B – Grants and Other Federal Assistance	
40 C.F.R. 31	Uniform administrative requirements for grants and cooperative agreements to state and local governments
40 C.F.R. 34	New restrictions on lobbying
40 C.F.R. 35	State and local assistance
40 CFR 36	Drug-Free Workplace Act
Other Federal Regulations	
48 C.F.R. 31	Contract Cost Principles and Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal agency
2 CFR 1532	Nonprocurement Suspension and Debarment Regulations
Office of Management and Budget Circulars	
A-21 (2 CFR 220)	Cost Principles for Educational Institutions
A-87 (2 CFR 225)	Cost Principles for State, Local, and Indian Tribal Governments
A-122 (2 CFR 230)	Cost Principles for Non-Profit Organizations
A-133	Audit Requirements

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CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, September 13, 2016		
Agenda Item Name		
Ordinance No. 2016-37 <i>Final Police Pension</i>		
Requested Action		
Recommend approval of Ordinance No. 2016-37		
Staff Report		
Ordinance No. 2016-37 is proposed to amend the Police Officers Pension Plan Adoption Agreement for clarification of the following issues: > Section E. of the adoption agreement allows plan members to purchase prior service as a law enforcement officer with other agencies at their own cost in order to increase their monthly benefit. Recently, the question was raised whether the purchased service counts toward vesting service. After considerable discussion with the plan attorney, actuary and administrator, it was determined that the purchased service should be allowed to count towards vesting service. Since the cost of the prior service is paid totally by the plan member, there is no cost impact to the city. > Section M. of the adoption agreement allows plan members to enter the Deferred Retirement Option Plan (DROP) upon the first day of the month following the attainment of normal retirement age. The current language in the adoption agreement suggests that a plan member can only enter the DROP at normal retirement age. After considerable discussion with the plan attorney, actuary and administrator, it was determined that the plan language should be revised to allow a plan member to enter the DROP anytime after the attainment of normal retirement age. Both changes have been recommended for council approval by the Police Officers Pension Board of Trustees.		
Additional Analysis		
Fiscal Impact Summary		
No fiscal impact to the city.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Ordinance No. 2016-37	Ordinance No 2016-37 Police Pension (Underlined) - 9-13-16.doc
2.	Ad	2016-37 Police Pension.doc

CITY OF CLERMONT
ORDINANCE No. 2016-37

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

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

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

SECTION 1.

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

E. CREDITED SERVICE

Shall mean the total number of years and fractional parts of years of service as a participant during which the participant made required contributions to the plan, omitting intervening years or fractional parts of years when such participant is not employed by the City of Clermont. Credited service shall also include credited service purchased by a member in accordance with this section:

1. Participants who are employed in a position covered by the Plan may purchase up to a total of five (5) additional years of credited service under the Plan for:
 - a. The years and fractional parts of years that a member served as a full-time Police Officer for any other municipal, county or state law enforcement department in the State of Florida, or for full time service as a federal or other state, county or municipal service as a Law Enforcement Officer if the prior service is recognized by the Criminal Justice Standards and Training Commission within the Department of Law Enforcement; as provided under Chapter 943, Florida Statutes, or the Police Officer provides proof to the Board that such service is equivalent to the service required to meet the definition of a Police Officer as defined herein; and/or

CITY OF CLERMONT
ORDINANCE No. 2016-37

- b. The years or fractional parts of years that a Police Officer serves or has served on active duty in the military service of the Armed Forces of the United States, the United States Merchant Marine, or the United States Coast Guard, voluntarily or involuntarily and honorably or under honorable conditions, prior to first and initial employment with the City. Any participant who elects to purchase credited service shall pay the full actuarial cost of such credited service on or before three (3) months from date of election to purchase such credited service, in accordance with Subsection 3 below. The calculation of the full actuarial cost shall be made using the assumptions contained in the actuarial valuation performed prior to the purchase of the service credits. The employee salary used as the initial salary for the projected salary shall be the salary for the year preceding the purchase of the service credits. The service credits shall be used for **vesting** benefit accrual, and for satisfying service requirements for benefits.
2. No additional service credit will be allowed if the participant is receiving or will receive any other retirement benefit based on the prior government service.
3. Payment for the purchase of credited service authorized in Subsection 1, above, shall be made in one of the following manners:
 - a. Cash lump sum payment.
 - b. Direct transfer or rollover of an eligible rollover distribution from a qualified plan.
 - c. Any reasonable method established by the Trustees provided; however, that participants similarly situated shall be similarly treated.

Full payment for the purchase of past service credit must be made before separation from City employment.

M. DEFERRED RETIREMENT OPTION PROGRAM (DROP)

1. Eligibility

A participant who reaches the normal retirement date as a Police Officer for the City of Clermont and is a member of the City of Clermont Police Officers' Pension Plan may enter into a Deferred Retirement Option Plan ("DROP") on the first day of **the any** month following the attainment of normal retirement date as defined in the Plan Adoption Agreement. **Participants who attained their normal retirement date prior to the enactment of the "DROP" shall be afforded the option of participating immediately or retroactively to the date that they actually attained their normal retirement date. This option must be exercised no later than (60) days after the Board provided notice of this option to the affected employee.**

CITY OF CLERMONT
ORDINANCE No. 2016-37

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2. Written Election

An eligible participant electing to participate in the “DROP” must complete and execute the proper forms supplied by the plan and a resignation of employment. Election into the “DROP” is irrevocable once a participant completes the application to enter the “DROP”.

3. Limitation and Disqualification for Other Benefits

A participant may participate in the “DROP” only once. After commencement of participation the employee shall no longer earn or accrue additional vesting credits or credited years of service toward retirement benefits and shall not be eligible for disability or pre-retirement death benefits in the City of Clermont Police Officers’ Pension Plan.

4. Cessation or Reduction or Contributions

Upon the effective date of a participant’s commencement of participation in the “DROP”, the participant’s contributions to the City of Clermont Police Officers’ Pension Plan will be discontinued.

5. Benefit Calculations

For all City of Clermont Police Officers’ Pension Plan purposes, the credited service and vesting credits of a participant participating in the “DROP” shall remain as they existed on the effective date of commencement of participation in the “DROP”. The participant shall not earn or be credited with any additional vesting credits or credited service after beginning “DROP” participation. Service thereafter shall not be recognized by the City of Clermont Police Officers’ Pension Plan or used for the calculation or determination of any benefits payable by such Plan.

The average final compensation of the participant shall remain as it existed on the effective date of commencement of participation in the “DROP”. Payment for accrued unused leave (vacation, holiday, etc.) shall be made, at the option of the participant, from one of the following choices:

- a. when commencing participation in the “DROP”, or
- b. as the leave is actually used during participation in the “DROP”, or
- c. when the participant actually terminates employment with the City.

Earnings thereafter shall not be recognized by the Plan or used for the calculation or determination of any benefits payable by the Plan. However, the value of any retirement gift provided by the City shall be based on the date that a participant actually leaves employment with the City, including the “DROP” participation period.

CITY OF CLERMONT
ORDINANCE No. 2016-37

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6. Payment of Drop Accounts

The monthly retirement benefits that would have been payable had the member elected to cease employment and receive normal retirement benefits shall be deposited in the participant's "DROP" account.

7. DROP Account Earnings

After each Fiscal Year quarter, the average daily balance in a participant's deferred retirement option account shall be credited at a rate of six and one-half percent (6.5%) annual interest compounded monthly. The Board of Trustees, along with the City, shall review the stated rate of return on an annual basis in order to determine the necessity of any adjustment for future "DROP" participants only.

8. Maximum Participation

A participant may participate in the "DROP" for a maximum of sixty (60) months. At the conclusion of the sixty (60) months, the participants' covered City employment must terminate pursuant to the resignation submitted by the participant as part of the "DROP" application. The participant may terminate "DROP" participation by advancing their resignation from covered City employment to a date prior to that submitted by the participant as part of the "DROP" application.

9. Payout

Upon the termination of a member's covered City employment (for any reason, whether by retirement, resignation, discharge or death), the retirement benefits payable to the participant or the participant's beneficiary (if the participant selected an optional form of retirement benefit which provides for payments to the beneficiary) shall be paid to the member or beneficiary and shall no longer be deposited into the participant's "DROP" account.

Within thirty (30) days after the end of any calendar quarter following the termination of a participant's employment, the balance in the participant's "DROP" account shall be payable at the participant's option:

- a. In full in a single lump sum payment, all accrued "DROP" benefits, plus interest, less withholding taxes remitted to the Internal Revenue Services (IRS), paid to the "DROP" participant or surviving beneficiary, or;
- b. As a direct rollover, all accrued "DROP" benefits, plus interest, paid directly from the "DROP" to the custodian of an eligible retirement plan as defined in Section 402(c)(8)(B), Internal Revenue Code (IRC). If benefit is to be paid to a surviving beneficiary, the transfer shall be to an individual retirement account or annuity as

CITY OF CLERMONT
ORDINANCE No. 2016-37

described in Section 402(c) (9), IRC.

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- c. Partial lump sum. A portion of the accrued “DROP” benefits shall be paid to the participant or surviving beneficiary; less IRS tax, and the remaining “DROP” benefits shall be transferred directly to the custodian of an eligible retirement plan as defined in Section 402 (c)(8)(B), IRC. However, in the case of an eligible rollover distribution to the surviving beneficiary of a deceased participant, an eligible retirement plan is an individual retirement account or annuity as described in Section 402(c) (9), IRC. The “DROP” participant or surviving beneficiary shall specify the proportions.

Regardless of the option selected by the participant, the Board of Trustees has the right to accelerate payments in order to comply with Section 401 (A) (9) of the Internal Revenue Code and the right to defer payments to comply with Section 415 of the Internal Revenue Code.

10. Death

If a “DROP” participant dies before their account balances are paid out in full, the participant’s designated beneficiary shall have the same rights as the participant to elect and receive the payout options set forth in paragraph nine (IX) above. “DROP” payments to a beneficiary shall be in addition to any retirement benefits payable to the participant. Participants who are or have been “DROP” participants are not eligible for pre-retirement death or disability benefits.

11. Forms

The forms and notices approved by the City shall be used in the administration of the “DROP” Plan.

12. Amendment

The Board of Trustees, upon approval by the City Council, can amend the “DROP” at any time. Such amendments shall be consistent with the provisions covering deferred retirement option plans set forth in any applicable collective bargaining agreement and shall be binding upon all future “DROP” participants and upon all “DROP” participants who have balances in their accounts. Such amendments may increase the expense, decrease the account earnings, or limit or restrict the payout options.

SECTION 2.

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

CITY OF CLERMONT
ORDINANCE No. 2016-37

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SECTION 3.

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

SECTION 4.

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

CITY OF CLERMONT
ORDINANCE No. 2016-37

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PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 13th day of September, 2016.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

LEGAL NOTICE

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

ORDINANCE NO. 2016-37

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

A meeting to consider the Ordinance will be held before the City Council on Tuesday, September 13, 2016 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

Daily Commercial
August 30, 2016



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date														
Tuesday, September 13, 2016														
Agenda Item Name														
Variance Request <i>Forth</i>														
Requested Action														
Recommend denial of the variance request.														
Staff Report														
The property owner is requesting a variance to allow a storage building greater than 150 square feet in size and greater than nine feet in height to be placed in front of the front building line instead of behind the front building line as required by the Land Development Code (LDC), Section 122-342 Special Setbacks. The property owner would like to replace an existing 8'x10' shed with a new 12'x16' shed in front of the front building line setback of the home. The home was built in 1948 and sets back approximately 101 feet from the front property line. The existing shed appears to have been installed around the time frame of the mid-1970s and is in front of the home. The property is zoned R-3 Residential/Professional. The property owner is requesting to place the new shed in the same vicinity of the existing shed, 31 feet from the street property line and 10 feet from the west property line. The placement of the shed will not meet the requirements of Section 122-342, being behind the front building line of the home. In addition, the property owner is requesting to increase the non-conformity by almost 2 ½ times more than the existing shed. The existing shed is 80 square feet and the new shed is 192 square feet. The proposed shed will also have a higher height than the existing shed. Section 86-174 of the LDC requires a positive finding on eight items in order to grant a variance, and staff believes that four of the eight do not meet these findings. Therefore, staff recommends denial of the variance requests.														
Additional Analysis														
Fiscal Impact Summary														
Fiscal Impact	Fund Number and Description	Available Budget Amount												
Exhibits Attached (copies of original agreements)														
<table border="0"><tr><td>1.</td><td>Map and Exhibits</td><td>Forth 955 Desoto Variance Exhibits.pdf</td></tr><tr><td>2.</td><td>Sec 86-174 Review Criteria</td><td>Forth Review Criteria.docx</td></tr><tr><td>3.</td><td>Application</td><td>Application.pdf</td></tr><tr><td>4.</td><td>Legal ad</td><td>VAR Legal AD 955 Desoto - Forth.docx</td></tr></table>			1.	Map and Exhibits	Forth 955 Desoto Variance Exhibits.pdf	2.	Sec 86-174 Review Criteria	Forth Review Criteria.docx	3.	Application	Application.pdf	4.	Legal ad	VAR Legal AD 955 Desoto - Forth.docx
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3.	Application	Application.pdf												
4.	Legal ad	VAR Legal AD 955 Desoto - Forth.docx												

Forth – 955 Desoto Street - Variance



Variance:

To allow placement of a storage building greater than 150 square feet in size and greater than nine feet in height to be placed in front of the front building line instead of behind the front building line.



Forth – 955 Desoto Street - Variance

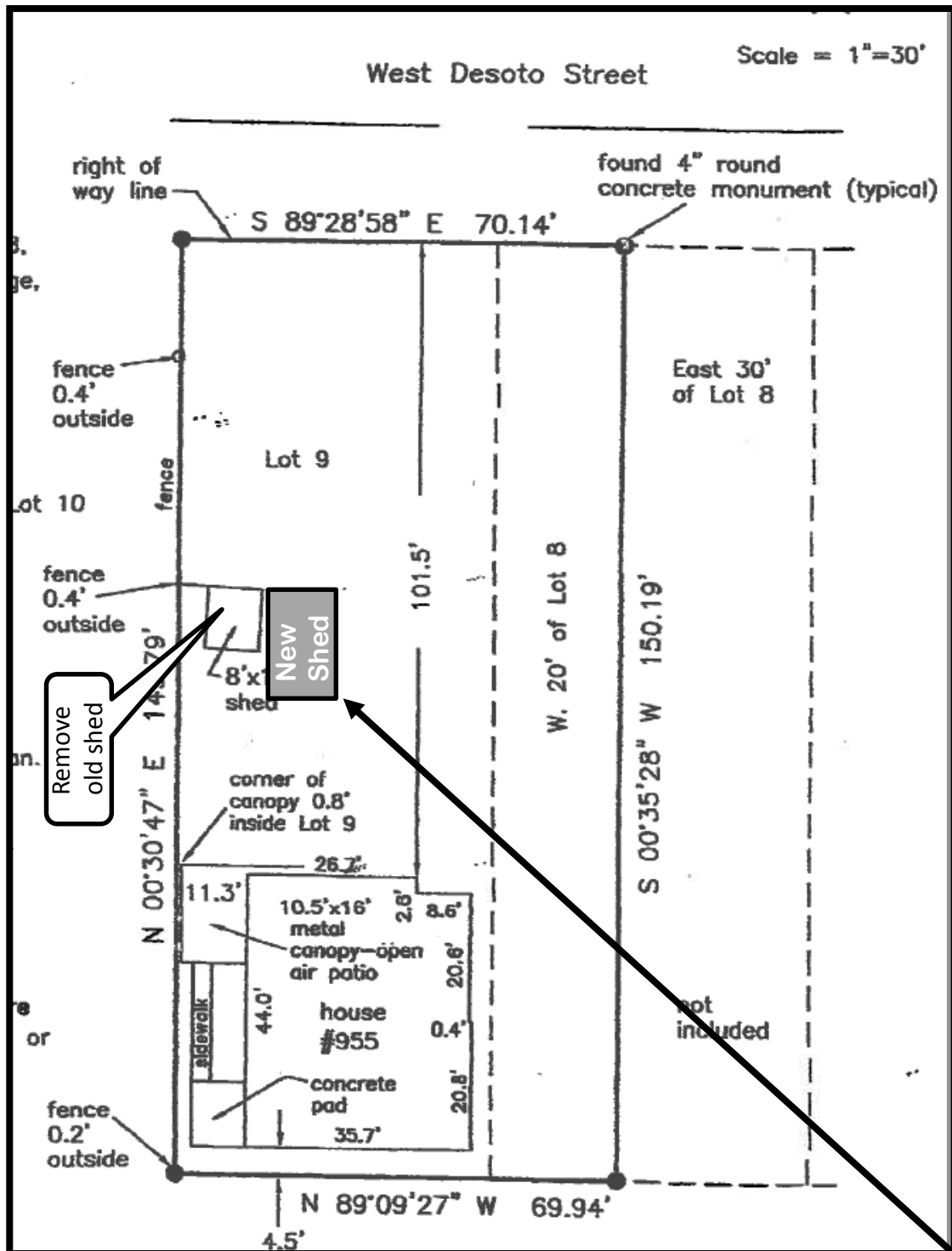


Current 8 x 10 (80 SF) Shed Location



New 12 x 16 (192 SF) Shed - Approx. Location

Forth – 955 Desoto Street - Variance



Variance:

To allow placement of a storage building greater than 150 square feet in size and greater than nine feet in height to be placed in front of the front building line instead of behind the front building line.

Forth – 955 Desoto St. Variance

The requirements for a variance are as follows:

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

There are eight items that the applicant is required to respond to. Staff’s comments, based on the eight requirements for a positive finding as they relate to this request, are as follows:

FINDINGS:

- (1) Special conditions and circumstances exist which are peculiar to the land, structure or building involved, and which are not applicable to other lands, structures or buildings in the same zoning district;
Applicant response: House was built in 1948 – 101 feet from front property line putting old and proposed new shed in front of main structure to one side.

Staff comments: Staff agrees that the home, constructed in 1948, was completed prior to any building or zoning code on the lot. The front building line is determined by the principal structure, which is the home.

Positive finding

- (2) The condition giving rise to the requested variance has not been created by any person presently having an interest in the property;
Applicant response: Old shed installed in 1975 by Cliff Earls.

Staff comments: The owner does have an interest in the property and is requesting the variance.

Negative finding

- (3) Literal interpretation and enforcement of the land development code regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the land development code, and would work unnecessary and undue hardship on the applicant;
Applicant response: The R-3 Res/Prof district requires a 25-foot front setback. The new shed would be behind this but still in front of home.

Staff comments: Based upon the site plan provided by the applicant, it appears that the shed may be placed behind the front building line in the southeast corner of the property. The owner is seeking replacement of the existing shed with one that is almost 2 ½ times the size of the existing shed, which expands the non-conformity.

Negative finding

- (4) The variance request is not based exclusively upon a desire to reduce the cost of developing the site or otherwise economically founded;
Applicant response: No

Staff comments: No evidence of decreased costs due to the variance request.

Positive finding

- (5) The variance, if granted, is the minimum variance necessary to make possible the reasonable use of the land, building or structure;

Applicant response: Yes

Staff comments: The applicant's request for the variance seems to be the minimum variance necessary to make the reasonable use of the shed at the requested location.

Positive finding

- (6) Granting of the variance request will not confer on the applicant any special privilege that is denied by the land development code to other lands, buildings or structures in the same zoning district;

Applicant response: No

Staff comments: The City Council has granted similar variance requests in the past.

Positive finding

- (7) The proposed variance will not substantially diminish property value in, or alter the essential character of the area surrounding the site; and

Applicant response: No, in fact the upgraded storage building increase the value above the old shed.

Staff comments: With the increase in shed size, including additional height, it may alter the essential character of the area with it being placed in front of the front building setback line.

Negative finding

- (8) The granting of the variance will be in harmony with the general intent and purpose of this land development code, and will not be injurious to the surrounding properties or detrimental to the public welfare.

Applicant response: New storage building would enhance the curb appeal for the area.

Staff comments: Staff is uncertain that granting the variance may be in harmony with the surrounding properties since the non-conformity is being enlarged by almost 2 ½ times over the current size. Elevations of the new storage building have not been provided for review to take in account of how it may visually impact the area and the surrounding properties.

Negative finding

STAFF RECOMMENDATION:

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



CITY OF CLERMONT
VARIANCE
Application

DATE: 8-12-2016

FEE: \$200.⁰⁰

PROJECT NAME (if applicable): FRANKLIN & AMANDA FORTN - STORAGE BUILDING

APPLICANT: FRANKLIN & AMANDA FORTN

CONTACT PERSON: CHARLES FORTN

Address: 955 W. DESOTO ST

City: CLERMONT State: FLA Zip: 34711

Phone: _____ Fax: _____

E-Mail: _____

OWNER: FRANKLIN FORTN

Address: 955 W. DESOTO ST.

City: CLERMONT State: FLA Zip: 34711

Phone: _____ Fax: _____

Address of Subject Property: 955 W. DESOTO ST. CLERMONT, FLA.

General Location: BETWEEN WEST AVE. AND 10TH ST.

SOUTH SIDE OF W. DESOTO ST.

Legal Description (include copy of survey): 24-22-25-0100-0970-0800

ALT ICEX 1615411

Land Use (City verification required): Medium Density

Zoning (City verification required): R-3



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:

SEC. 122-342 & 122-343

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

REPLACE EXISTING SHED 8X16'
WITH A NEW 150mpa 12X16 SHED 31' BEHIND BUILDING SETBACK
AND 10' FROM WEST PROPERTY LINE 13' HIGH

How does the Code create a hardship?

EXISTING "PERMITTED SHED" 1975 IS TOO
SMALL FOR NEEDED STORAGE FOR BIKES, LAWN EQUIPMENT AND
OTHER ITEMS.

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

Variance requested – subject and code section: 122-342 & 122-343

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) Special conditions and circumstances exist which are peculiar to the land, structure or building involved, and which are not applicable to other lands, structures or buildings in the same zoning district;

HOUSE WAS BUILT IN 1948 - 101' FROM FRONT PROPERTY LINE
PUTTING OLD AND PROPOSED NEW SHED IN FRONT
OF MAIN STRUCTURE TO ONE SIDE.

- (2) The condition giving rise to the requested variance has not been created by any person presently having an interest in the property;

OLD SHED INSTALLED IN 1975 BY CLIFF EARLS



CITY OF CLERMONT

VARIANCE

Application

Page 3

3) Literal interpretation and enforcement of the land development code regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the land development code, and would work unnecessary and undue hardship on the applicant;

THE R-3 RES/PROF DISTRICT REQUIRES A 25' FRONT SETBACK. THE NEW SHED WOULD BE BEHIND THIS BUT STILL IN FRONT OF HOME.

(4) The variance request is not based exclusively upon a desire to reduce the cost of developing the site or otherwise economically founded;

NO

(5) The variance, if granted, is the minimum variance necessary to make possible the reasonable use of the land, building or structure;

yes

(6) Granting of the variance request will not confer on the applicant any special privilege that is denied by the land development code to other lands, buildings or structures in the same zoning district;

NO

(7) The proposed variance will not substantially diminish property value in, or alter the essential character of, the area surrounding the site; and

NO, IN FACT THE UPGRADED STORAGE BUILDING INCREASES THE VALUE ABOVE THE OLD SHED



CITY OF CLERMONT
VARIANCE
Application
Page 4

(8) The granting of the variance will be in harmony with the general intent and purpose of this land development code, and will not be injurious to the surrounding properties or detrimental to the public welfare.

NEW ~~STORAGE~~ STORAGE BUILDING WOULD ENHANCE
THE CURB APPEAL FOR THE AREA

Franklin Forth
Applicant Name (print)

X 
Applicant Name (signature)

Franklin Forth
Owner Name (print)

X 
Owner Name (signature)

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

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

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

ARTICLE VI. - SITING REGULATIONS FOR WIRELESS COMMUNICATION FACILITIES >

ARTICLE V. - SUPPLEMENTARY DISTRICT REGULATIONS

Sec. 122-341. - *Accessory uses and structures.*

- ✓ (a) *Generally.* Specific *accessory uses* and *structures* shall comply with the regulations in this section.
- ✓ (b) *Principal use required.* *Accessory uses* and *structures* shall:
 - ✓ (1) Be customarily incidental to the principal use established on the same lot;
 - ✓ (2) Be subordinate to and serve such principal use;
 - ✓ (3) Be subordinate in area, extent and purpose to such principal use; and
 - ✓ (4) Contribute to the comfort, convenience or necessity of users of such principal use.
- ✓ No *accessory structure* or use shall be permitted on any lot without an established principal use on the same lot within the applicable zoning district.
- (c) *Additional regulations; prohibited uses and structures.*
 - (1) Signs, fences, walls, parking and loading areas, and other such features which are typically located within required yard areas shall comply with the applicable provisions of this land development code for such uses and *structures*.
 - (2) Any specific *accessory use* or *structure* which is not addressed within this chapter shall not be located on any lot.
- (d) *Maximum size.* Unless otherwise described in this chapter, the minimum permitted size for any *structure* shall be as outlined in article III of this chapter.
- (e) *Conformance with district regulations.* No land shall be used or occupied and no building or *structure* or part thereof shall be erected, constructed, reconstructed, moved or altered except in conformity with the regulations specified in this chapter for the district in which it is located.
- ✓ (f) *Storage units in residential areas.* Storage units or *structures* are designed for the temporary storage of goods, merchandise, household items or products, appliances, furniture or similar items.
 - ✓ (1) *Permit required.* Whether designed to be portable or permanent, storage units shall not be placed upon property within the city without first obtaining a zoning clearance and a building permit if one is required for installation as determined by the most current Florida Building Code.
 - (2) *Restrictions.* Temporary storage units cannot exceed ten feet in height as measured from the ground to the top of the *structure*. Temporary storage units are restricted to residential side yards, rear yards and driveways. Storage units shall not be placed on any public sidewalk or road right-of-way. Temporary storage units shall not apply to utility trailers which must be in compliance with section 38-4.

- (3) *Duration.* Temporary storage units shall be limited to no longer than 15 days to one property owner, with a maximum of two per calendar year. Multi-family residential shall be limited to five days for each unit for moving in and moving out, with management/owner permission.

(Code 1998, § 122-341; Ord. No. 281-C, § 1(ch. 16, art. I, § 1), 11-8-1994; Ord. No. 2011-03-C, § 2, 7-12-2011)

Sec. 122-342. - Special setbacks.

- (a) This section provides for specific *accessory structures* and architectural appurtenances and features to be located within required building setback areas. Recorded easements and required landscaped buffers shall supersede the minimum dimensions permitted by this section.

- (b) Special setbacks are as follows:

<i>Structure</i> or Building Feature	Special Setback
Air conditioner pads	Equal to required side yard setback from rear property line.
Antennas, private noncommercial (i.e., dish antennas)	Front yard, not allowed; side yard, 7.5 feet; rear yard, 25 feet.
Awnings, eaves, belt courses, chimneys, buttresses, cornices and sills	May project into the required yard setback no more than 36 inches.
Canopies, commercial (i.e., service stations)	30-foot setback from all property lines.
Driveways	Must maintain at least a five-foot setback from a side lot line for landscaping, and may be located in the rear yard no closer to the rear lot line than the required side yard setback. One shared driveway may be used with site plan approval.
* Garages and storage buildings greater than 150 square feet and greater than nine feet in height	May be located behind the front building line and shall be subject to the setbacks required for all other <i>structures</i> .
Patios, unroofed and unenclosed	May be located in the rear yard no closer than the required side yard setback.

Porches or terraces, open, unroofed and unenclosed	May project into a required front yard for a distance of ten feet.
Retaining walls and decorative walls	Exempt from yard requirements.
Screen enclosures with screen material roofs	May be located in the rear yard no closer to the rear property line than the required side yard setback.
Sidewalks, unroofed	May be located in the rear yard no closer than the required side yard setback.
Swimming pools, above ground, and their decks	Must be located behind the front building line, and shall be subject to the setbacks required for all other <i>structures</i> .
Swimming pools, in-ground, and their decks	Must be located behind the front building line, and shall be no closer to any property line than the required side yard setback.
Utility building, single, less than 150 square feet and less than nine feet tall (must be located in the rear yard)	30 inches from side and rear property lines.
Yard ornaments	Exempt from yard requirements.

(Code 1998, § 122-342; Ord. No. 281-C, § 1(ch. 16, art. I, § 2), 11-8-1994; Ord. No. 2010-05-C, § 2, 3-23-2010)

Sec. 122-343. - Fences and walls.

i

- (a) *Generally.* All fences and walls shall be constructed in compliance with the Florida Building Code and in accordance with the dimensional and use regulations in this section.
- (b) *Prohibited fences and walls.*
 - (1) Slating of plastic or other material cannot be inserted into chain link fencing. No barbed wire, razor wire or similar material shall be allowed in residential or commercial districts.

JOHN C. TRENTELMAN
ATTORNEY AT LAW
207 N. Magnolia Avenue
Ocala, Florida
34475

Real Estate
Probate
General Practice

Telephone 352-732-6977
Fax 352-732-6981

July 10, 2014

Franklin C. Forth
955 W. DeSoto Street
Clermont FL 34711

Re: Pamela H. Barber

Dear Mr. Forth:

Enclosed please find your original recorded warranty deed regarding the above captioned.

Please call if you have any questions or need anything else.

Very truly yours,



John C. Trentelman



JCT/vmc
enclosures

59
THIS INSTRUMENT WAS PREPARED BY:
JOHN C. TRENTIELMAN, Attorney
207 N. Magnolia Avenue
Ocala, Florida 34475-6625
Parcel #24-22-25-010009700800
Alt. Key 1615411

INSTRUMENT #2014072486
OR BK 4497 PG 1410 - 1410 (1 PGS)
DATE: 7/2/2014 11:54:38 AM
NEIL KELLY, CLERK OF THE CIRCUIT COURT
LAKE COUNTY
RECORDING FEES \$10.00 DEED DOC \$597.10

WARRANTY DEED

THIS INDENTURE, made the 26 day of June, 2014, between PAMELA H. BARBER, as Trustee of the Pamela H. Barber Revocable Trust, under trust dated July 29, 1998, whose mailing address is: 2202 SE 25th St., Ocala, FL 34471, hereinafter called the grantor*, and FRANKLIN CHASE FORTH, whose mailing address is: 955 W. DeSoto St., Clermont, FL 34711, hereinafter called the grantee*.

WITNESSETH:

that said grantor, for and in consideration of the sum of ten dollars, and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Lake County, Florida, to-wit:

All of Lot 9 and the West ½ of Lot 8, Block 97, in the City of Clermont, as per plat thereof recorded in Plat Book 8, page 17, public records of Lake County, Florida.

The above described property being neither the homestead of nor contiguous to the homestead of the grantor herein.

and said grantor does hereby warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever, except taxes for 2014. "Grantor" and "grantee" are used for singular or plural as context requires.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
in our presence.

J C F
John C. Trentielman

witness #1 Victoria N. McEneaney

witness #2 Victoria N. McEneaney

Pamela H. Barber
PAMELA H. BARBER, Trustee

STATE OF FLORIDA COUNTY OF MARION

The foregoing instrument was acknowledged before me this 26 day of June, 2014, by Pamela H. Barber, as Trustee of the Pamela H. Barber Revocable Trust, under trust dated July 29, 1998, or who is personally known to me and who did not take an oath.



JOHN C. TRENTIELMAN
MY COMMISSION # EE 079675
EXPIRES: July 31, 2015
Bonded Thru Budget Notary Services

J C F
Notary Public, State of Florida
MY COMMISSION EXPIRES: 7-31-15

PROPERTY RECORD CARD

General Information

Owner Name: FORTH FRANKLIN C
Alternate Key: 1615411
Mailing Address: 955 W DESOTO ST
 CLERMONT, FL 34711
[Update Mailing Address](#)
Parcel Number: 24-22-25-010009700800
Millage Group and City: 00C1 (CLERMONT)
Total Certified Millage Rate: 18.65210
Trash/Recycling/Water/Info: [My Public Services Map](#) ⓘ
Property Location: 955 WEST DESOTO ST
 CLERMONT FL 34711
[Update Property Location](#) ⓘ
Property Name: --
[Submit Property Name](#) ⓘ
School Locator: [School and Bus Map](#) ⓘ
Property Description: CLERMONT W 20 FT OF LOT 8, LOT 9 BLK 97 PB 8 PG 17 | ORB 4497 PG 1410 |

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class	Value	Land Value
1	SFR DRY LOT (0100)	70	150		70	FF	\$0.00	\$14,000.00	

Residential Building(s)

Building 001

Residential Single Family Building Value: \$54,138.00

Summary

Year Built: 1948 Total Living Area: 1230 ⓘ Central A/C: Yes Attached Garage: No

Bedrooms: 3 Full Bathrooms: 1 Half Bathrooms: 0 Fireplaces: 0

Incorrect Bedroom, Bath, or other information? .

Section(s)

Section No.	Section Type	Ext. Wall Type	No. Stories	Floor Area	Finished Attic	Basement	Basement Map Finished	Color
1	FINISHED LIVING AREA (FLA)	Block (002)	1	1050	N	0%	0%	
2	FINISHED LIVING AREA (FLA)	Block (002)	1	180	N	0%	0%	
3	SCREEN PORCH (SPU)	No Wall Type (000)	1	180	N	0%	0%	
4	OPEN PORCH (OPU)	No Wall Type (000)	1	200	N	0%	0%	

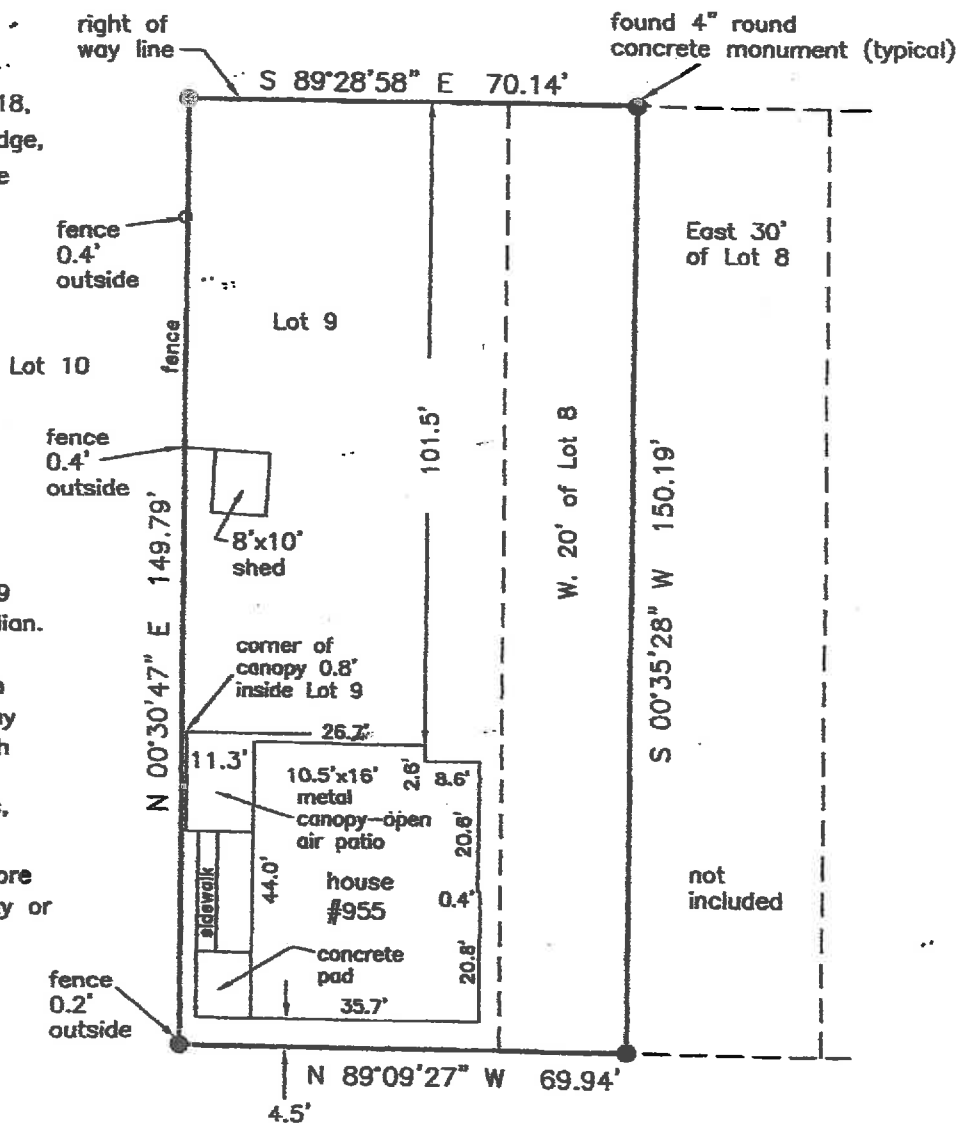
Lot 9 and the West 20 feet of Lot 8, Block 97, City of Clermont,
according to the plat thereof, as recorded in
Plat Book 8, Page 17, Public Records of Lake County, Florida.



Scale = 1"=30'

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

- Bearings based on the North line of Lot 9 as being S 89°28'58" E, an assumed meridian.
- Legal description supplied by client.
- No title commitment or abstract has been provided for the subject property. There may be recorded or unrecorded documents which could affect this parcel.
- No adjacent or underground improvements, other than those shown, located this date.
- Subject property contains 0.241 acres, more or less, and is subject to any rights of way or easements of record.



I hereby certify to Charles & Charlene Forth that this Map of Boundary Survey meets the Standards of Practice for surveys as set forth in Chapter 5J-17 Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

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

Field Date 08/19/14	Prepared for: Charles & Charlene Forth	14059.001a
Drawn by: JPR	<i>Rhoden Land Surveying, Inc.</i> LB #6980 420 E. Minnehaha Ave. Clermont, FL 34711 352-394-6255	
Scale: 1"=30'		

Description:

Lot 9 and the West 20 feet of Lot 8, Block 97, City of Clermont,
according to the plat thereof, as recorded in
Plat Book 8, Page 17, Public Records of Lake County, Florida.



West Desoto Street

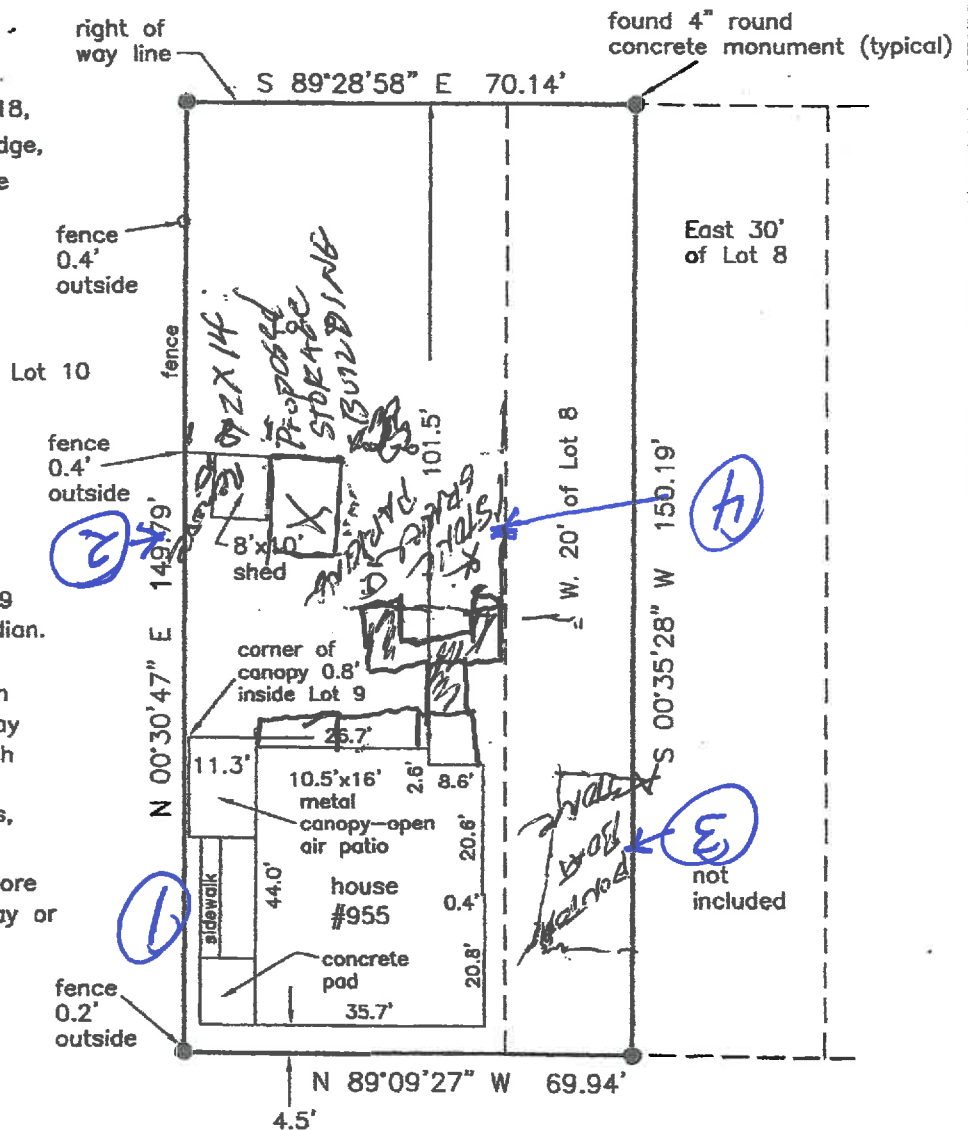
Scale = 1"=30'

City of Clermont

I hereby declare that based on my
examination of the Flood Insurance Rate
Map number 12069C 0570 E dated Dec. 18,
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Notes:

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easements of record.



Surveyor's Certification

I hereby certify to Charles & Charlene Forth
that this Map of Boundary Survey meets the Standards
of Practice for surveys as set forth in
Chapter 5J-17 Florida Administrative Code, pursuant
to Section 472.027, Florida Statutes.

Jeffrey P. Rhoden
JEFFREY P. RHODEN PSM #5322
STATE OF FLORIDA

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

Field Date 08/19/14	Prepared for: Charles & Charlene Forth 14059.001a
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Scale: 1"=30'	

8/12/2016

Photo - Google Photos





07.12.2016 16:19



07.12.2016 16:19

LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider a request for the following variance: To allow a storage building greater than 150 square feet in size and greater than nine feet in height to be placed in front of the front building line instead of behind the front building line as required by the Land Development Code, Section 122-342 Special Setbacks at the following location:

LOCATION:

955 W. Desoto Street
(Alt. Key 1615411)

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

This request will be heard by the City Council at a public hearing to be held on Tuesday, September 13, 2016 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.

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
September 6, 2016



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, September 13, 2016		
Agenda Item Name		
Lien Release <i>Brandman and Boling</i>		
Requested Action		
Recommend denial of fine reduction and release of lien.		
Staff Report		
This request is regarding a lien on vacant property located on Orange Avenue (Alternate Key 1627958). The property owners are Joyce O'Donnell Brandman and Marsha Boling. The property had a code case (2015-000062) for property maintenance violations. The order imposing an administrative lien was approved on January 29, 2016 and was recorded in the Public Records of Lake County. The City's Code Enforcement Division issued an Affidavit of Compliance in October 2015. Fines of \$12,900 accrued at \$100/day while the property was out of compliance. The City incurred administrative expenses in pursuing this matter, and it is staff's recommendation that a full waiver of the fine/lien is not appropriate given the time the property was not in compliance. Should the Council consider a reduction, staff recommends a reduction to \$1,000 with the provision that it be paid within 30 days or the lien would revert back to the original amount of \$12,900. Upon Council approval, and after payment, if applicable, has been processed, the lien will be released from the property.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Request	Brandman and Boling.pdf	
2. City Attorney Memorandum	grayBrandmanCEBlien.pdf	
3. Location map	Location map Brandman and Boling lien.pdf	
4. Finding of Facts	C2015-000062 VL adj 189 Orange Brandman&Boling.pdf	

5.	Order	Order imposing Lien.pdf
6.	Prior Request	Brandman & Boling lien.pdf

Marsha Boling
9610 Saragoosa St. Clermont, FL 34711
Cell: 352-552-7210

July 25, 2016

To: Barbara Hollerand. Dept. Director for Development Services

Re: Request to be put on agenda

I am requesting to be put on the agenda at the August 23, 2016 city council meeting to remove the lein on case #1628083.

Thank you.

Sincerely,


Marsha Boling

DE BEAUBIEN, KNIGHT, SIMMONS, MANTZARIS & NEAL, LLP

ATTORNEYS AND COUNSELORS AT LAW

A LIMITED LIABILITY PARTNERSHIP INCLUDING PROFESSIONAL ASSOCIATIONS

Post Office Box 87

332 North Magnolia Avenue

Orlando, Florida 32802-0087

(407) 422-2454

Telefax (407) 992-3541

Writer's e-Mail: dfm14@dbksmn.com

MEMORANDUM

TO : Darren Gray, City Manager

FROM : Daniel F. Mantzaris, City Attorney

DATE : September 1, 2016

RE : Code Enforcement Lien Reduction Request
Property Owners: Joyce O'Donnell Brandman and Marsha Boling
Property Location: Vacant Lot Adjacent to 189 Orange Ave.

In 2015 the City initiated a code enforcement case related to the above-referenced property for violation of the City Code, related to the failure to maintain this vacant property. The property was overgrown with weeds and tall grass in excess of 18".

At its May 19, 2015 meeting the Board issued a Findings of Fact, Conclusion of Law and Order giving the Respondent until May 31, 2015 to correct the violation or a fine of \$100 per day would accrue. Subsequently the code violation was not timely corrected and staff requested the Code Enforcement Board impose a fine and create a lien on the subject property. By Order dated January 26, 2016, the Board imposed an administrative fine and created a lien on the property in the amount of \$12,900. The lien was based on inspections performed by Code Enforcement Officer Lori Crain and a determination that the violation was not corrected until October 7, 2015 and therefore was out of compliance with the Board order by 129 days.

The property owner responsible for the property, Ms. O'Donnell Brandman, apparently resides in California and after receiving notice of the lien existing on the property contacted the City to address the lien. The Respondent is now seeking a waiver or reduction of the \$12,900 lien on the subject property and has submitted the enclosed request. Earlier this year, I spoke with Ms. O'Donnell Brandman advised her that she needed to submit a request in writing for the Council to consider. A copy of her request is provided. The request was not processed for consideration as excessive weeds and grass were again allowed to grow on the property. This repeat violation was ultimately corrected about July 20, 2016. In that the property is currently in

Memorandum to Darren Gray
September 1, 2016
Page 2

compliance and the grass has been maintained on the property staff believes it is appropriate for the Council to consider the request.

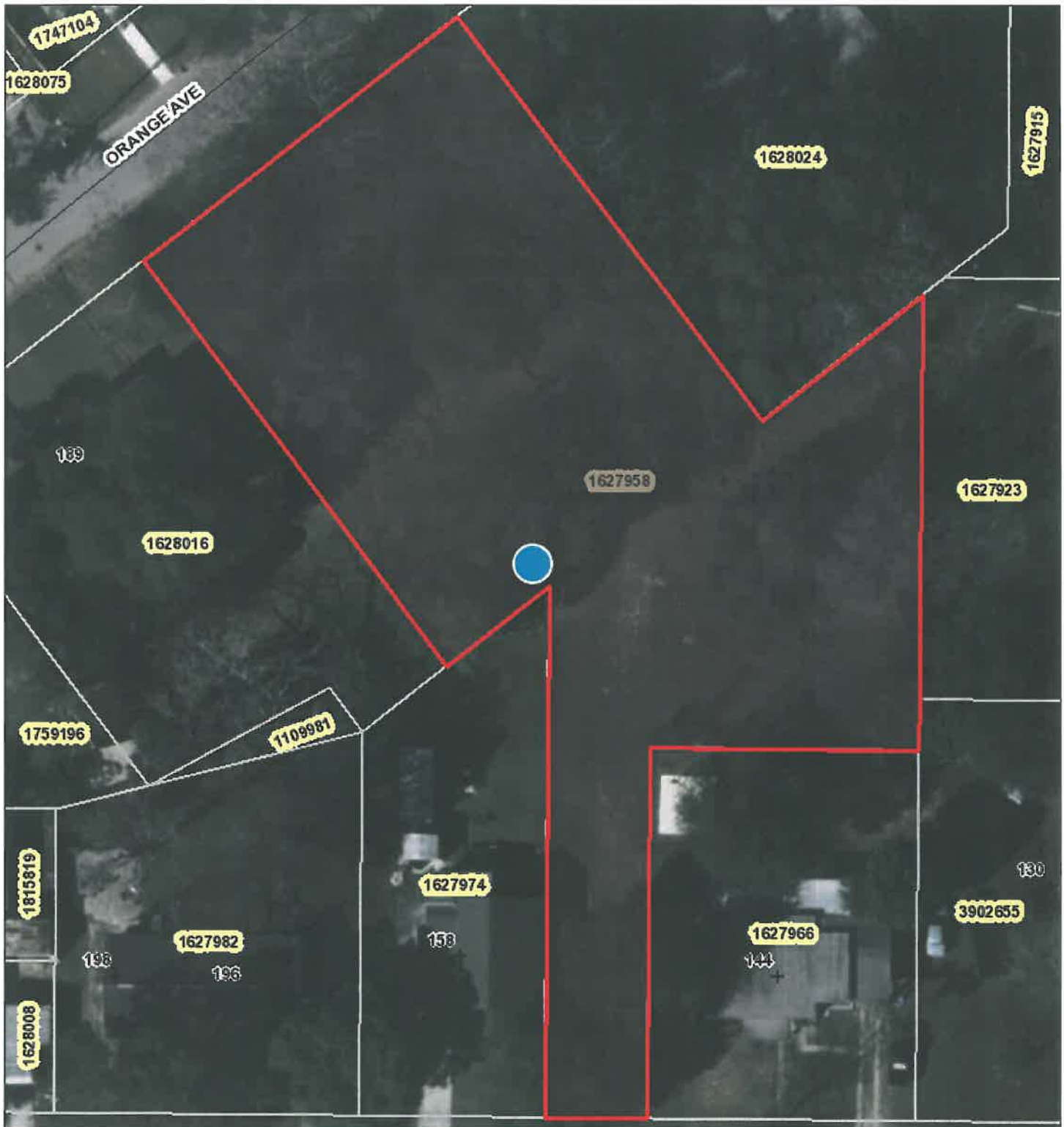
As indicated, the Respondents have requested that the City Council reduce or waive the existing lien on the property. As you are aware, by Statute, a code enforcement lien runs in favor of the City and therefore, only the City Council can reduce or waive a lien. As a result, this matter will be on the September 13, 2016 agenda for consideration of the property owner's request.

It is staff's assumption that the owner is seeking a complete waiver of the amount of the lien. As is evident by the fact that the property was out of compliance for in excess of four months, that the violation was relatively easy to correct and that the violation was repeated after the lien was created, this Respondent has, in our view, not acted as a responsible property owner to address the situation. In previous code enforcement cases, the fact that the owner resides out of the area has not been accepted as a justification for failing to maintain property within the City. As a result of the foregoing, it is staff's position that a complete waiver of the lien should not be granted by the Council in this matter. In the alternative, staff recommends that the existing lien be reduced to \$1,000 with the provision that it be paid within thirty (30) days or the lien would revert to its original amount of \$12,900.

If you have any questions, please do not hesitate to contact me.

cc: Barbara Hollerand
Lori Crain

Brandman & Boling Lien



August 31, 2016



Override 1

+ Address Locations

Property Name

Override 1

Tax Parcels Alternate Key

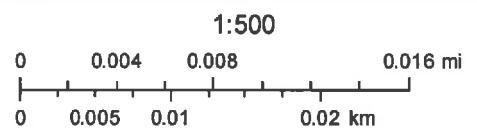
County Boundary

Tax Parcels

Street Names

Surrounding Counties

Local Streets





**CODE ENFORCEMENT BOARD OF THE
CITY OF CLERMONT, FLORIDA**

CITY OF CLERMONT

Petitioner,

vs.

**JOYCE O'DONNELL BRANDMAN &
MARSHA BOLING,**

Respondents.

**Case No: C2015-000062
Vacant Lot Adjacent to 189 Orange Ave.
Clermont, Florida**

FINDINGS OF FACT, CONCLUSION OF LAW and ORDER

THIS MATTER came before the Code Enforcement Board of the City of Clermont for hearing on **May 19, 2015** and the Board having heard sworn testimony and received evidence from **Lori Crain, Code Enforcement Officer**, for the City and noted that Respondents were not present or represented, thereupon issues the following Findings of Fact, Conclusion of Law, and Order:

I. FINDINGS OF FACT

- 1) Notice as required by Section 162.12, F.S. was provided to Respondents.
- 2) The Respondents are the record owner of and in custody and control of the property described in the Violation Notice dated March 19, 2015, and located in Clermont, Florida.
- 3) There exists on the subject property high grass, overgrowth and weeds exceeding 18" in height.

II. CONCLUSION OF LAW

The Code Enforcement Board finds the Respondents Joyce O'Donnell Brandman and Marsha Boling are in violation of Clermont City Code Section 14-9, International Property Maintenance Code, Section 302.4 "Weeds".

III. ORDER

Based on the above-stated findings and conclusion of law, it is hereby Ordered that:

- 1) Respondents shall correct the above-stated violations on or before **May 31, 2015**, by taking the remedial action as set forth in the Violation Notice dated March 19, 2015. If the Respondents fail to timely correct the violations a fine of **ONE HUNDRED DOLLARS**

(\$100.00) will accrue for each day the violation continues past **May 31, 2015**.

Case No: C2015-000062

- 2) Respondents bear the burden of, and shall contact the City of Clermont Code Enforcement Department to arrange for a re-inspection of the property and to verify that the violation has been corrected, and the property has been brought into compliance with the City Code Sections as cited above. Respondents shall call (352) 241-7343 to request an inspection.
- 3) Any fine imposed shall accrue from the date it is imposed until the date that the violation is corrected as verified by the City of Clermont Code Enforcement Department.

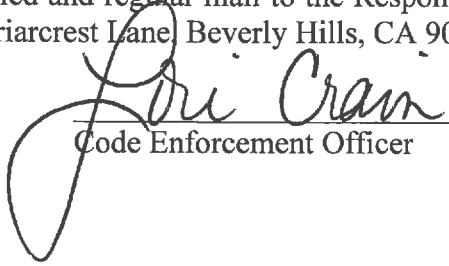
Done and Ordered this 20th day of May, 2015.

CODE ENFORCEMENT BOARD OF THE
CITY OF CLERMONT, FLORIDA


Chairman David Holt

An aggrieved party, including the City Council of the City of Clermont, may appeal a final administrative order of the Code Enforcement Board to the Circuit Court. Any such appeal shall be filed within thirty (30) days of the rendition of this Order as set forth in Section 162.11, Florida Statutes.

I HEREBY CERTIFY that on this 20th day of May, 2015, a true and correct copy of this Order has been furnished by certified and regular mail to the Respondents Joyce O'Donnell Brandman and Marsha Boling, 9051 Briarcrest Lane, Beverly Hills, CA 90210.


Code Enforcement Officer

**CODE ENFORCEMENT BOARD OF THE
CITY OF CLERMONT, FLORIDA**

CITY OF CLERMONT

Petitioner,

vs.

**JOYCE O'DONNELL BRANDMAN &
MARSHA BOLING,**

Respondents.

**Case No: C2015-000062
Vacant Lot Adjacent to 189 Orange Ave.
Clermont, Florida**

9171 9690 0935 0112 2665 20

ORDER IMPOSING ADMINISTRATIVE FINE AND CREATING LIEN

THIS CAUSE came on for public hearing before the Code Enforcement Board on January 19, 2016, after due notice to Respondents upon Petitioner's Motion for Order Imposing Fine and Creating Lien, at which time the Board was advised that the Respondent did not timely comply with the Board's Order of May 27, 2015.

It is hereby ORDERED THAT:

1. A fine is imposed in the amount of TWELVE THOUSAND NINE HUNDRED DOLLARS (\$12,900).
2. This Order shall be recorded in the Public Records of Lake County and thereafter shall constitute a lien against the following described land on which the violation exists and upon any other real or personal property owned by Respondents.

Parcel Id No. 24-22-25-040000401000

Alt Key: 1627958

Legal Description:

CLERMONT, SUNSET HEIGHTS N 40 FT OF LOT 10, 11, W 25 FT OF S 110 FT OF LOT 11, E'LY 18.12 FT OF LOT 17, LOTS 18, 19, 23 BLK 4 PB 5 PG 42 ORB 2863 PG 2311 ORB 2887 PG 1122 ORB 2920 PG 923 AS LISTED IN LAKE COUNTY PUBLIC RECORDS

3. This Order shall be in addition to any other Order of this Board Imposing a Fine and Creating a Lien in this matter.

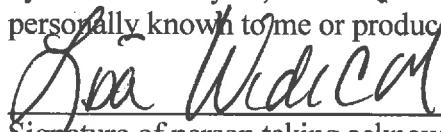
DONE and ORDERED this 29 day of January, 2016.

CODE ENFORCEMENT BOARD OF THE
CITY OF CLERMONT, FLORIDA


Chairman Chandra Myers

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 29 day of January, 2016, by Chandra Myers, as Chairman of the City of Clermont Code Enforcement Board who is personally known to me or produced Chandra Myers as identification.



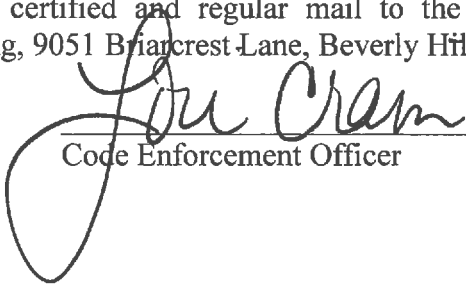
Signature of person taking acknowledgment

Lisa Widiican

Name of Officer taking acknowledgment--typed,
printed or stamped



I HEREBY CERTIFY that on this 30th day of January, 2016, a true and correct copy of this Order has been furnished by certified and regular mail to the Respondents Joyce O'Donnell Brandman and Marsha Boling, 9051 Briarcrest Lane, Beverly Hills, CA 90210.


Code Enforcement Officer

ORIGINAL,
E-MAIL SENT

HH

From: Hilary Hellman hilary.hellman@thesbfoundation.org
Subject: FW: Case #C2015-000062
Date: August 22, 2016 at 3:51 PM
To: Joyce Brandman pitzie@aol.com

From: Hilary Hellman <hilary.hellman@thesbfoundation.org>
Date: Wednesday, March 23, 2016 at 3:15 PM
To: "dfm14@dbksmn.com" <dfm14@dbksmn.com>
Cc: Joyce Brandman <pitzie@aol.com>
Subject: Case #C2015-000062

Dear Mr. Mantzaris,

We are attaching a copy of the letter we sent to you some weeks ago as we have not had a response and would like to confirm that you did indeed receive it.

Thank you,

Joyce Brandman

Hilary Hellman
Saul Brandman Foundation
9595 Wilshire Blvd., Suite 511
Beverly Hills, CA 90212
PH: (310)777-8395 FAX: (310)777-8315



re Case C2015-
000062.pdf

Daniel Mantzaris
Clermont City Attorney
332 North Magnolia Avenue
PO Box 87
Orlando, FL 32802

RE CASE #C2015-000062

VIOLATION ADDRESS: Vacant lot adjacent to 189 Orange Ave, Clermont, FL 34711

February 16, 2016

Dear Mr. Mantzaris:

Per our previous emails and phone conversations, would like to formally request a reduction in the existing fine of \$12,900 to the City's Code Enforcement Board for its consideration.

In what I believed to be a timely manner, I hired a gardener to clear the property on or about May 2, 2015, July 27, 2016 and again October 7, 2015. According to my records maintenance was performed on the property before June 1, 2015 (the first day of fine accrual). I have attached the cancelled checks should you wish to verify.

Unfortunately, as I am out of state I am sometimes ill informed of the condition of the property. At your suggestion I will schedule maintenance more regularly this coming summer.

Thank you in advance for your consideration.

Joyce Brandman



THE PRIVATE BANK

View Check Copy

Check Number	Date Posted	Check Amount	Account Number
2347	10/15/15	\$350.00	PRIVATE BANKING INTEREST CHECKING XXXXXX5009

James O'Donnell Brandon Living Trust 2201 Brandon Lane Sandy HCA, CA 90210		WELLS FARGO BANK, NA 10000 WELLS CA 90209 10/15/15
PAY TO THE ORDER OF <u>Thomas Cutting Edge Services</u>		\$ <u>350.00</u>
Three Hundred Fifty Only		DOLLARS
Thomas Cutting Edge Services 10629 Anacapa Blvd Clamart, FL 34716		James O'Donnell
MICR ⑆002347⑆ ⑆122000247⑆ 3804⑆08009⑆		

MICR ⑆002347⑆ ⑆122000247⑆ 3804⑆08009⑆	MICR ⑆002347⑆ ⑆122000247⑆ 3804⑆08009⑆	MICR ⑆002347⑆ ⑆122000247⑆ 3804⑆08009⑆
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Equal Housing Lender

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THE PRIVATE BANK

View Check Copy

Check Number	Date Posted	Check Amount	Account Number
2105	04/08/15	\$350.00	PRIVATE BANKING INTEREST CHECKING XXXXX5009

Joyce O'Donnell Bros. Living Trust 8801 Redwood Loop Beverly Hills, CA 90210		2105 04/08/15
PAY TO THE ORDER OF Thomas Cutting Edge Services		\$ 350.00
Three Hundred Fifty Only		DOLLARS
Thomas Cutting Edge Services 10538 Arrowwood Blvd Clearwater, FL 34715		
Check-up details of Florida property, by 8041		
⑆000105⑆ 15122000247⑆ 3886105009⑆		

MICR ⑆000105⑆ 15122000247⑆ 3886105009⑆	MICR ⑆000105⑆ 15122000247⑆ 3886105009⑆	MICR ⑆000105⑆ 15122000247⑆ 3886105009⑆	MICR ⑆000105⑆ 15122000247⑆ 3886105009⑆	MICR ⑆000105⑆ 15122000247⑆ 3886105009⑆
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Equal Housing Lender

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THE PRIVATE BANK

View Check Copy

Check Number	Date Posted	Check Amount	Account Number
2105	04/08/15	\$350.00	PRIVATE BANKING INTEREST CHECKING XXXXXX5008

Joyce O'Donnell Bradman Living Trust
8931 Alameda Lane
Beverly Hills, CA 90210

**BILLS PAYMENT ON
BEHALF BILLS CARES**
7-342628

2108

4/2/2015

PAY TO THE ORDER OF: Thema Culling Edge Services

Ten Hundred Fifty Only

\$ 350.00

DOLLARS

THEMA CULLING EDGE SERVICES
10536 ALAMEDA AVE
CLERMONT, FL 34718

CHECK NO. 10536

DATE 4/2/2015

SIGNATURE *[Signature]*

POSTAL CODE 34718

ACCOUNT NO. 10536

AMOUNT \$ 350.00

REMARKS

FOR DEPOSIT ONLY

[illegible]

Equal Housing Lender

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CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, September 13, 2016	
Agenda Item Name	
Ordinance No. 2016-28 <i>Introduction</i> <i>Extreme Groves</i>	
Requested Action	
Recommend denial of Ordinance 2016-28.	
Staff Report	
The owner, Extreme Groves Investments, LLC, is requesting annexation of the property. The property is approximately 66 acres in size and was previously in citrus grove production. The applicant wishes to receive services from the City in order to develop the property into a residential subdivision. This request is being heard concurrently with requests for a large-scale comprehensive plan amendment and rezoning for a planned unit development (PUD) allowing a 122-lot subdivision. The property is not contiguous to the current City limits. The applicant desires annexation through the use of the Interlocal Service Boundary Agreement (ISBA) and a signed utility agreement with the City of Clermont. The property is approximately a half mile to the east of the current City limits, with vehicle access to the site at more than one mile from the Heritage Hills subdivision entrance. The property is within the City's Joint Planning Area (JPA) with Lake County. The City approved a utility agreement to provide water and sewer services to the owner on July 26, 2016. Currently, the City's utility lines are more than one-and-a-half miles away from the property. The utility agreement allows the City to annex the property when the City chooses to do so. When reviewing annexation requests, staff looks for an orderly and efficient transition of uses, densities and intensities. None of the surrounding properties are being served by the City for any kind of services. All the services in the area are being provided by Lake County and the closest property receiving City services is over a half-mile away. All of the property within the half-mile radius are either larger tracts of agricultural land, a County-owned nature preserve (Scrub Point Preserve), five-acre agriculture homesteads or one-acre lakefront estates on John's Lake. The area is still predominantly rural in nature. Annexing the property into the City at this time would place a burden on City services, particularly police, sanitation, public works, and code enforcement that rely more heavily on personnel to directly serve the property, as contrasted with water and sewer service, which is more of a capital expenditure and would be paid for by the developer. The annexation of the property would not promote an orderly and efficient growth pattern. All the surrounding properties would continue to be served by the County while this small pocket would require City services. The logical transition would be to progress from the existing City limits and grow toward the property. The proposed development would appear to meet the definition of "Urban sprawl", as defined in Florida Statutes 163.3164. Lake County has also expressed concerns regarding the property's annexation by the City and has cited concerns with transportation impacts and density/design/compatibility elements of the project. Staff believes that the application for annexation is premature at this time. Staff agrees that once the property	

becomes contiguous to the City or services can be provided in an efficient manner, annexation may be warranted, at the City's discretion. However, based upon the current timing of the request by the applicant, staff recommends denial of the annexation.

Additional Analysis

Fiscal Impact Summary

Fiscal Impact

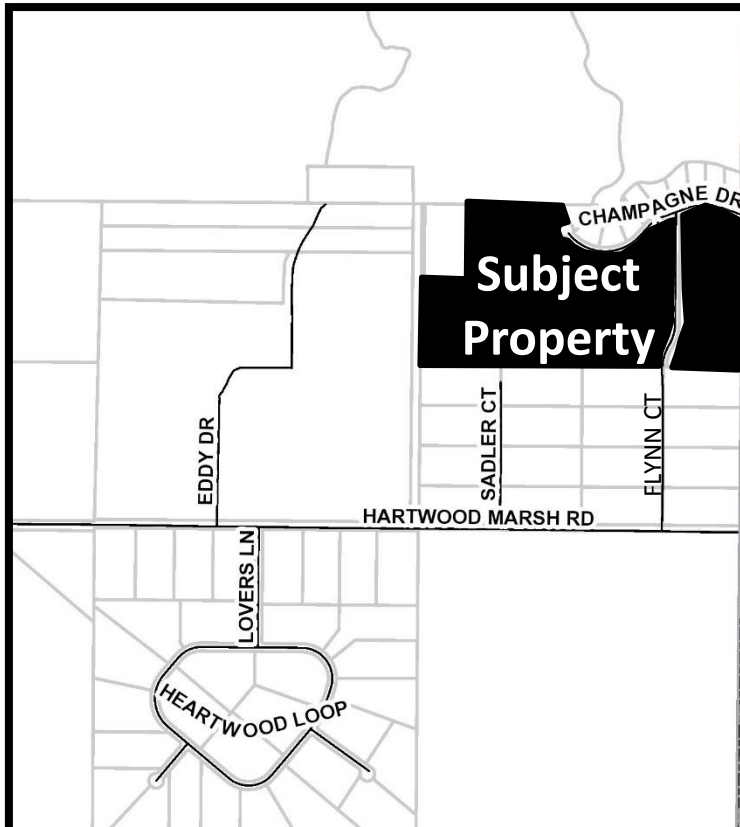
Fund Number and Description

Available Budget Amount

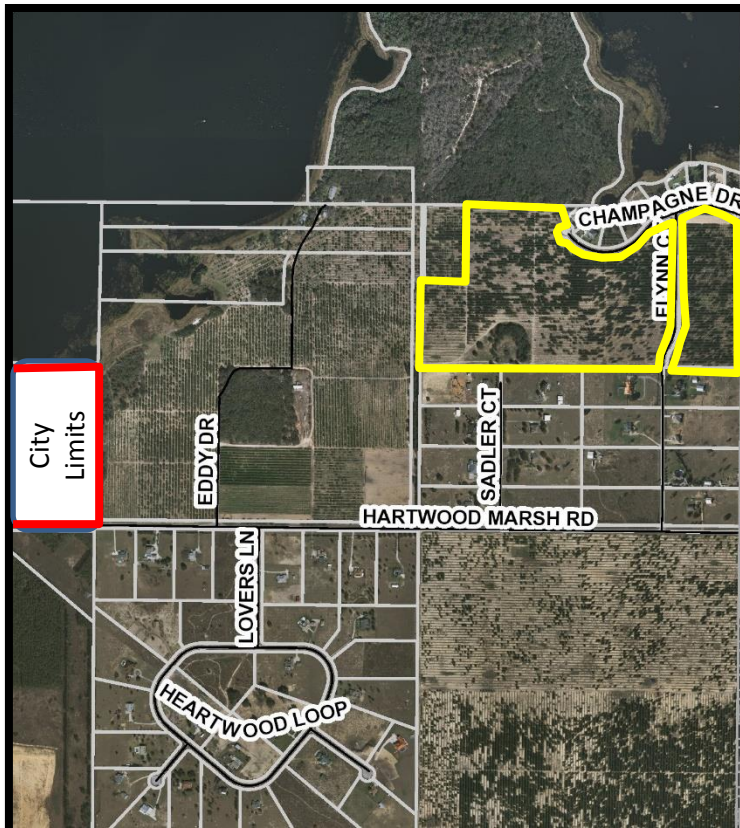
Exhibits Attached (copies of original agreements)

- | | | |
|-----|---------------------------------|---|
| 1. | Maps | Extreme Groves Maps.pdf |
| 2. | Utility Agreement | extreme grove utility service.pdf |
| 3. | LCWA Extreme Groves | LCWA Discussion Items - Extreme Groves.pdf |
| 4. | Lake County BCC Letter 7-26-16 | Lake County BCC Letter 7-26-16.pdf |
| 5. | Lake County School Board Report | EXTREME GROVES CPA GIR and LET 02112016.pdf |
| 6. | Citizen letter_Mar 25 2016 | Letter of Opposition to Lake County.pdf |
| 7. | Citizen letter_June 4 2016 | Concerned citizen email.pdf |
| 8. | Citizen Letter_June 9 2016 | Letter of opposition2.pdf |
| 9. | Citizen letter_July 9 2016 | Letter to Clermont City Manager Gray J A 2 (1) (1) (1) (1) (3) (2).docx |
| 10. | Citizen letter | Opposition signatures to Lake County.pdf |
| 11. | Citizen letter_Aug 2016 | Letter - Pangborn.pdf |
| 12. | LCWA letter_Sept 2 2016 | Hollerand - LCWA - Extremement Goves - Meritage Homes Agreement.pdf |
| 13. | Application | ANNEX application.pdf |
| 14. | Legal ad | ANN legal ad Extreme Groves.docx |

Exhibit - Location Map Extreme Groves



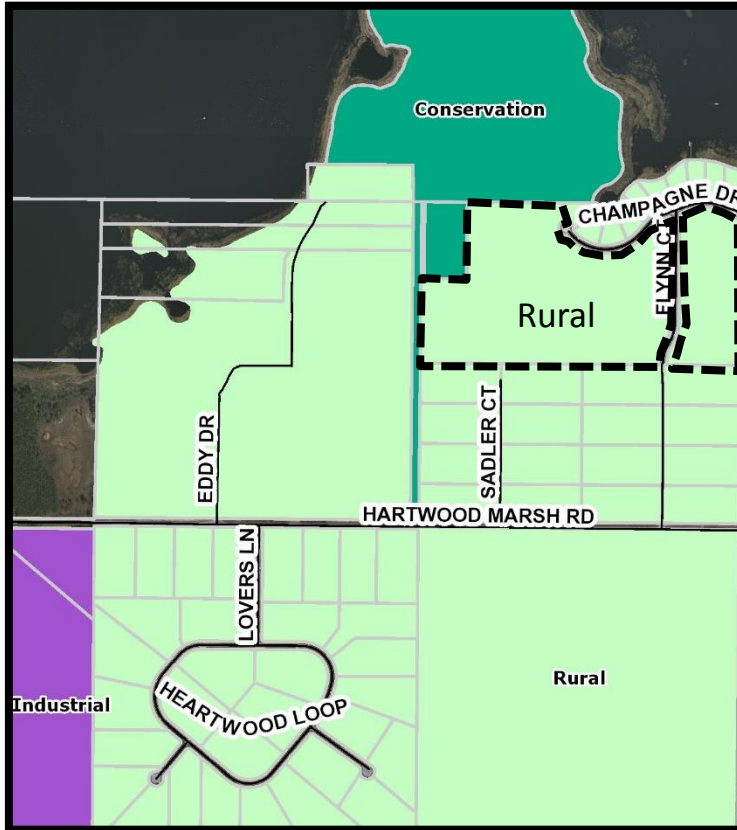
Orange
County



Orange

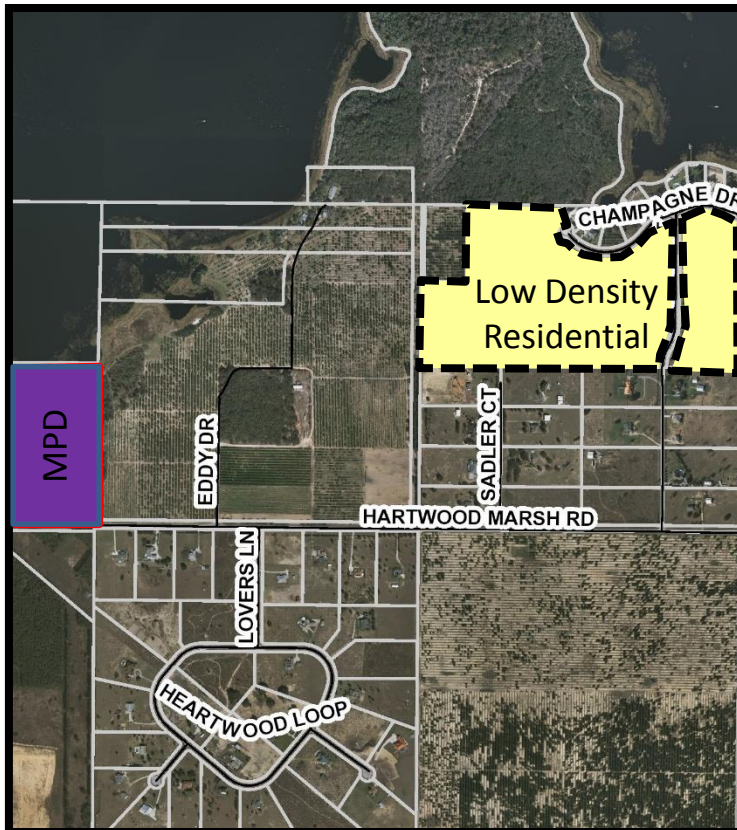
Yellow
Outline:
Subject
Property

Exhibit – Future Land Use Map Extreme Groves



Orange

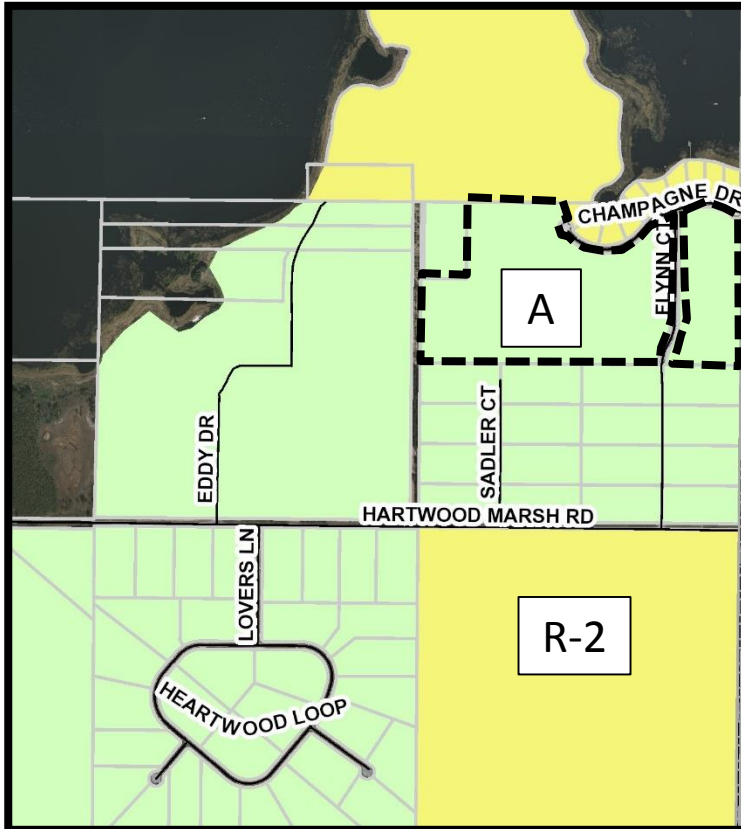
Lake
County
FLUM



Orange

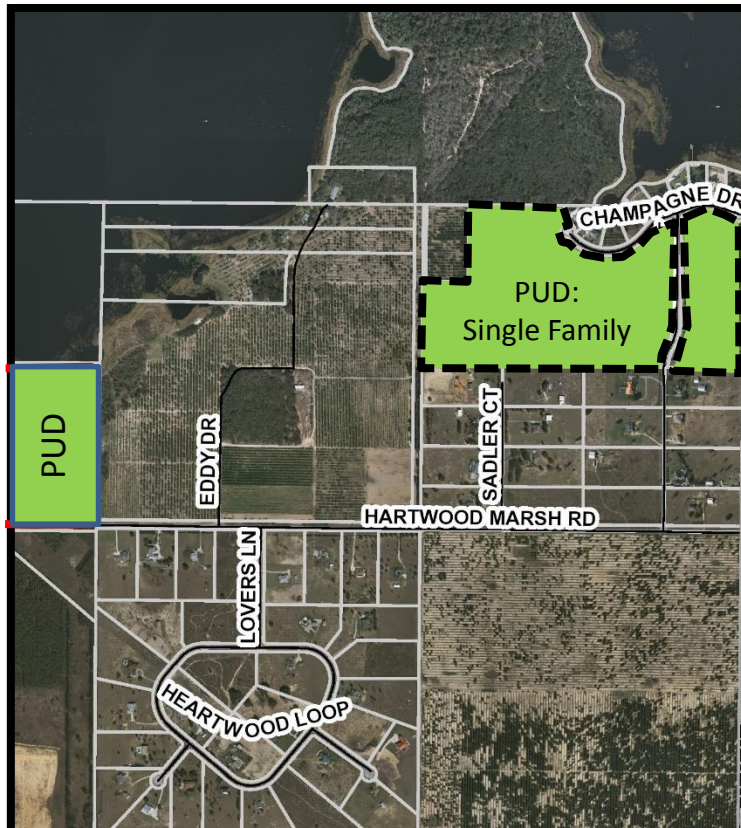
Clermont
FLUM

Exhibit – Zoning Map Extreme Groves



Orange

Lake
County
Zoning



Orange

Clermont
Zoning

UTILITY SERVICE AGREEMENT FOR WATER & WASTEWATER

This document constitutes an agreement between the CITY of Clermont, hereby referred to as **CITY**, a municipality of the State of Florida, and Extreme Grove Investments, LLC, and any successors or assigns, hereby referred to as **OWNER**.

WITNESSETH

Whereas, OWNER is requesting service for a 66.44 acre single family residential subdivision with 122 lots which is located on real property (the "Property") described on Exhibit 'A', attached hereto and by this reference made a part hereof; and

Whereas, the Property is located in the unincorporated area of Lake County and the OWNER is requesting water and sewer service from the CITY; and

Whereas, as a condition of CITY providing said water and sewer service to the property, OWNER is to extend water and sewer lines to serve the Property and lines and appurtenances must be sized and constructed in accordance with the minimum requirements of CITY Land Development Regulations and to meet the flow demands for the subdivision; and

Whereas, the CITY may, at the sole option of the CITY, elect to enlarge or oversize the water and/or sewer lines and appurtenances in order to provide additional capacity to other properties; and

Whereas, as a condition of the provision of water and sewer service to the Property by the CITY, OWNER agrees that this Agreement shall constitute an unconditional application to annex the Property into the City of Clermont, if CITY chooses to do so; and

Whereas, OWNER and CITY are entering into this Agreement to set forth the terms and conditions under which water and sewer service shall be extended and sized.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties do hereby agree as follows:

Section 1. OFF-SITE WATER/SEWER – Each and all of the foregoing premises are incorporated into and constitute a part of this Agreement.

- 1.1 CITY shall provide water and sewer service for the Property.
- 1.2 OWNER shall connect to the existing City system at connection point or points approved by CITY. The connection points will be those closest to the Property.
- 1.3 The route of any off site lines shall be according to engineering plans produced by OWNER and approved by the CITY.

- 1.4 The OWNER shall construct the facilities, lines and appurtenances necessary to serve the development and provide such documentation necessary for the CITY to ascertain that the lines shall meet the minimum line size requirements as specified by the CITY Land Development Regulations.
- 1.5 In the event the CITY chooses to oversize the lines or appurtenances, the CITY shall provide to the OWNER the specifications regarding sizes to be included in the final improvement plans.
- 1.6 The OWNER shall be responsible for the construction of all on site and off site lines and appurtenances to serve the project. No building permits shall be issued until water and sewer are provided to the site or until a bond or letter of credit, acceptable to CITY, is in place to guarantee completion of off-site improvements. No Certificate of Occupancy shall be issued until water and sewer extensions have been completed and accepted by the CITY.
- 1.7 The OWNER shall be responsible for all costs of on site and off site improvements, including but not limited to design, material, permitting and installation of sufficient size lines, lift stations and other appurtenances necessary to allow the CITY to serve the Property.
- 1.8 The OWNER shall construct or be responsible for all access to the site which may include turn lanes from Hartwood Marsh Road into the development.
- 1.9 The existing utilities must stay in service throughout construction. If the construction requires that the utilities be relocated or altered, the OWNER shall prepare plans, permit the project and construct the modifications at the OWNER's expense.
- 1.10 Irrigation shall be provided by private well for all non-residential area and common areas. Residential lots may only use reclaimed water for irrigation.
- 1.11 The CITY shall be responsible for the difference in cost of materials to oversize the line if the CITY chooses to oversize based on plans and cost estimates provided by OWNER to CITY, and approved in advance by the CITY.
- 1.12 The OWNER shall provide to the CITY a cost estimate for materials for the minimum size lines and appurtenances and a cost estimate for materials for the approved oversize. Cost estimate shall be contractors bid as certified by OWNER'S project engineer. The CITY shall review and either approve or reject the costs.
- 1.13 The OWNER and CITY shall agree on the cost difference, which will be the responsibility of the CITY, prior to commencement of construction.
- 1.14 The OWNER shall be responsible for all costs including design, permitting, materials and construction of the water and sewer lines and appurtenances, both on site and off site, required to serve the Property, with reimbursement for the difference in costs as determined in Section 1.12 and 1.13 from the CITY in the form of Impact Fee Credits.
- 1.15 The Impact Fee Credits shall be established subject to Sections 1.12 and 1.13 and at the time of issuance of each building permit by applying the then current impact fee, which shall be deducted from the Impact Fee Credit balance until credit is used.

- 1.16 Impact Fee Credits may not be transferred outside of the Property described on Exhibit "A" and as depicted in Exhibit "D" Location Map, but may be assignable to any heirs, assigns or successors in interest or title to part or all of said Property.
- 1.17 The OWNER shall be responsible for all applicable fees including but not limited to impact fees, connection fees and permitting fees.
- 1.18 The City may require a looped system to provide reliability and redundancy to the property.
- 1.19 The point of water and sewer connection shall be coordinated with the existing utilities. The City will not accept ownership of utilities within the existing Hartwood Marsh Road right-of-way unless the utilities will not require relocation with the future Hartwood Marsh Road modifications. Utilities will not be permitted under private access roads.
- 1.20 Any fencing within public view, (including retention ponds), must be ornamental metal with complementing structural columns, as approved by the City's Site Review Committee. No chain link shall be used in public view areas.
- 1.21 The OWNER must coordinate with Lake County and the Metropolitan Planning Organization (MPO) for compliance with Transportation Concurrency, and the Transportation Concurrency Management System (TCMS).
- 1.22 This Agreement shall be voided after five (5) years if building permits have not been issued and building construction has not started.
- 1.23 The Agreement shall be for a residential utility flow/demand for water at 58,560 gpd and sewer is 26,531 gpd, based on an annual average. Re-Use (Gray Water) Water is 51,550 gpd and can only be used for residential. Exceeding these amounts may require a new Utility Services Agreement. (gpd = gallons per day). Allowed overage of up to 10% allowed.

Section 2. DEVELOPMENT STANDARDS

- (a) The project shall be developed according to the JPA Land Development Regulations (Lake County Ordinance No. 2005-64). Items not addressed in the JPA Land Development Regulations must be developed to City standards unless otherwise stipulated in this Agreement or subsequent amendments to this Agreement.
- (b) The overall density of the residential development shall be determined by the City of Clermont. Any assumptions by this Agreement based on the number of residential lots, development standards, and acres – are to be approved by the City of Clermont through the City approval process.

Section 3. ANNEXATION

OWNER agrees that CITY may annex the Property into the City of Clermont if CITY, in its sole discretion, chooses to do so. In conjunction herewith, OWNER shall provide to CITY a *Notice of Encumbrance to Annex* Property in a form substantially in compliance with the form set forth in

- (c) The overall density of the residential development shall be determined by the City of Clermont. Any assumptions by this Agreement based on the number of residential lots, development standards, and acres – are to be approved by the City of Clermont through the City approval process.

Section 3. ANNEXATION

OWNER agrees that CITY may annex the Property into the City of Clermont if CITY, in its sole discretion, chooses to do so. In conjunction herewith, OWNER shall provide to CITY a *Notice of Encumbrance to Annex* Property in a form substantially in compliance with the form set forth in Exhibit “B”, attached hereto and incorporated herein. The CITY shall record this Notice in the public records of Lake County whereupon it is agreed it shall serve as an enforceable encumbrance on the real property described in Exhibit “A” and as depicted in Exhibit “D” Location Map. The Notice of Encumbrance shall be executed by all owners of the real property described in Exhibit “A” and shall be accompanied, at OWNER’S expense, by a current certificate of title or opinion letter acceptable to CITY and issued by a licensed title company or attorney identifying all owners in interest of the real property. All land transfers by OWNER shall contain a deed restriction or covenant noting the existence of this encumbrance to annex, such restriction to be recorded as a covenant to run with the land.

Section 4. SEVERABILITY

In the event that any provision of this agreement shall be held invalid or unenforceable, the provision shall be deleted from this agreement without affecting in any respect whatsoever the validity of the remainder of this agreement.

Section 5. NOTICES

All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

CITY

City of Clermont
City Manager
P.O. Box 120219
Clermont, FL 34712-0219

OWNER

Extreme Grove Investments, LLC
Alexander M. Howell
P.O. Box 1930
Minneola, FL 34755

Section 6. AMENDMENTS

Any amendment to this agreement is not effective unless the amendment is in writing and signed by all parties.

Section 7. EFFECTIVE DATE

The effective date of this agreement shall be the day of execution of the agreement required hereunder. This Agreement shall be valid for no longer than five (5) years.

OWNER: Alexander M. Howell for Extreme Grove Investments, LLC

Alexander M. Howell
Signature

Title: MANAGER

Alexander M. Howell
Print Name

STATE OF Florida
COUNTY OF LAKE

The foregoing instrument was acknowledged before me on this 5TH day of AUGUST, 2016, by Alexander M. Howell, who is personally known to me or who has produced FL Drivers License as identification and who did not take an oath.

Notary Public Denise Rayl Noak SEAL:

Type/print name Denise Rayl Noak

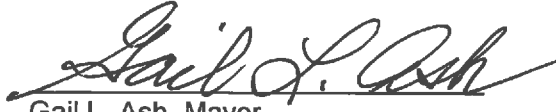


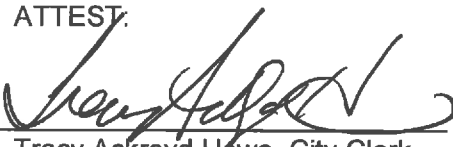
DENISE RAYL NOAK
MY COMMISSION # FF 928252
EXPIRES: December 20, 2019
Bonded Thru Budget Notary Services

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date listed below. CITY through its City Manager, authorized to execute same by City Council action, and OWNER through _____.

DATED this 26th day of July, 2016.

CITY OF CLERMONT


Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

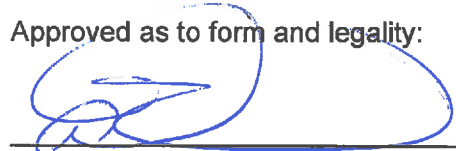

Daniel F. Mantzaris, City Attorney

EXHIBIT "A"

PROPERTY DESCRIPTION

Owner:

Extreme Grove Investments, LLC

Description:

The North 1/2 of the Northeast 1/4 of Section 1, Township 23 South, Range 26 East, Lake County, Florida. Less and except that part thereof lying within the plat of Prominent Pointe, recorded in Plat Book 41, Pages 74 and 75, Public Records of Lake County, Florida.

Together with and subject to that certain easement for ingress and egress described in Easement recorded in Deed Book 339, Page 142, Public Records of Lake County, Florida.

Less and except that portion of the land conveyed by Warranty Deed recorded in Official Records Book 2401, Page 2125, of the Public Records of Lake County, Florida, being more particularly described as follows:

That part of the Northeast 1/4 of Section 1, Township 23 South, Range 26 East, in Lake County, Florida, bounded and described as follows:

Commence at the Northwest corner of the Northeast 1/4 of said Section 1, Township 23 South, Range 26 East, and run S. 89 degrees 46'07" E., along the North line of the Northeast 1/4, a distance of 25.00 feet to the Point of Beginning of this description; from said Point of Beginning, continue S. 89 degrees 46'07" E., along the North line of the Northeast 1/4, a distance of 346.91 feet; thence S.00 degrees 27'22" W., 627..84 feet; thence N. 89 degrees 46'07" W., 346.91 feet to a point that is 25 feet East of, when measured at right angles thereto, the West line of the Northeast 1/4 of said Section 1; thence N. 00 degrees 27'22" E., parallel with the West line of the Northeast 1/4, a distance of 627.84 feet to the Point of Beginning.

Containing therein 66.44 acres, more or less.

Lake County Alternate Key Numbers:

3502027

EXHIBIT "B"

Notice of Encumbrance
to Annex to City of Clermont

City of Clermont
685 W. Montrose Street
Clermont, FL 34712

THIS INSTRUMENT, Made this **26th day of July, 2016**, between Extreme Grove Investments, LLC (Alexander M. Howell), property owners in the County of Lake, State of Florida Grantor*, and the **CITY OF CLERMONT, FLORIDA**, A Municipal Corporation, Grantee*:

WITNESSETH, NOTICE is given that heretofore or contemporaneously herewith Grantor has petitioned the Grantee for it to permit voluntary annexation of Grantor's property below described into the corporate limits of the City of Clermont, and

GRANTOR, for and in consideration of the sum of ONE and 00/100 (\$1.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, DOES HEREBY ENCUMBER the below - described real property situate, lying and being in Lake County, Florida with the absolute requirement that the subject real property may be, at the sole discretion, and upon request of Grantee, annexed into the city limits of the City of Clermont at such time that the annexation of said real property is in accordance with applicable law,

GRANTOR, further agrees, on his/hers/theirs/its own behalf and that of Grantors' heirs and assigns to perform all ministerial functions necessary of the Grantor or Grantor's heirs and/or assigns (as the case may be) then required by law to enable the described real property to be incorporated into the city limits of the City of Clermont and where such ministerial functions consist of a simple written request or the renewal of the petition of which notice is given above, then this instrument shall be considered such request and/or renewal. The subject property is described as:

**Exhibit "A" - Property Description
Exhibit "C" - Location Map**

Grantor is used for singular or plural, as the context requires. IN WITNESS THEREOF, GRANTOR has hereunto set Grantor's hand and seal the day and year first above written.

PROPERTY OWNER(S):

WITNESSES (Two required):

Extreme Grove Investments, LLC

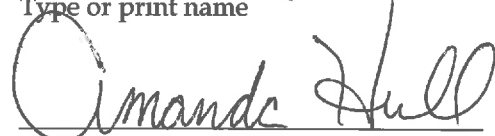
By: 
Signature

Alexander M. Howell
Type or print name

Witnesses

1. 
Signature

Tracy Ackroyd Howe
Type or print name

2. 
Signature

Amanda Hull
Type or print name

STATE OF Florida
COUNTY OF LAKE

The foregoing instrument was acknowledged before me on this 5th day of August, 2016, by Alexander M. Howell who is personally known to me or who has produced FL Driver's License as identification and who did not take an oath.

Notary Public  SEAL:

Type/print name Denise Rayl Noak



DENISE RAYL NOAK
MY COMMISSION # FF 928252
EXPIRES: December 20, 2019
Bonded Thru Budget Notary Services

Pursuant to Section 695.29(3)(f): this instrument exempt from Chapter 695, F.S.; Prepared by a Public Officer, City Attorney, City of Clermont, Florida 34712

Aerial view:





**Lake County
WATER AUTHORITY**

Michael J. Perry, Executive Director • Neil Kelly, Secretary-Treasurer

27351 SR 19 • Tavares, Florida 32778-4251 • (352) 324-6141 • Fax (352) 324-6364 • email: info@lcwa.org • www.lcwa.org

TO: Lake County Water Authority Board of Trustees

FROM: Patricia Burgos, Land Resources Director

DATE: August 12, 2016

SUBJECT: Developer's Agreement – Extreme Groves

Discussion Item

Developer's Agreement – Extreme Groves

Staff presented the Meritage Homes planned development adjacent to the Scrub Point Preserve at the April 27, 2016 Board meeting. The following were some concerns and issues at that time that were discussed with the Extreme Grove landowners and Meritage Homes:

- Incorporating a buffer (i.e., trail/vegetation) between the subdivision and the preserve;
 - Having a trail at the perimeter of the subdivision to allow residents to walk to the preserve;
 - Incorporating acknowledgement of the Water Authority's prescribed fire program on the preserve in the HOA covenants;
 - Stubbing out utilities for a security resident at the preserve;
 - Finding out more information on the proposed Agricultural-Technology Research Center on Extreme Groves property;
 - Discussing the entrance road from Hartwood Marsh Road to the preserve and county involvement; and
 - Discussing the County's Wellness Way Area Plan.
- Since the Preserve resides in the County discussing the development of a report as per Lake County's Land Development Regulation 6.07.00 evaluating potential impacts to the Preserve as it relates to hydrology, water quality, air quality, ambient noise level, wildlife populations, natural ecosystems and aesthetics.

The Board requested that Meritage Homes develop an Agreement and provide that to the Attorney Barice and staff to review.

Staff received the first draft on June 13, 2016 however Attorney Barice and staff were unable to fully review the draft as it was missing the attachments or exhibits. A second draft agreement with the exhibits (attached) was received on July 18, 2016. Included with this agenda memo are concerns expressed by Attorney Barice and concerns expressed by staff regarding the draft Developer's Agreement.

Some concerns expressed by the attorney touch upon the costs and restrictions imposed by the current draft agreement. Staff's concerns extend to the fallow 5-acre site, undefined easements,

BOARD OF TRUSTEES

District One
Peggy Cox

District Two

District Three
Carolyn M. Malmone

District Four
Doug Bryant

District Five
Charles C. Clark

At-Large
Adam Dufresne

At-Large
John N. Harris

access to the Preserve and Clermont's concerns regarding water service to the Water Authority's trailhead site.

The primary issue in the draft agreement is the road. The Extreme Groves and Meritage Homes are required to have a secondary access to their development based on the number of proposed home sites. The Water Authority either owns, has easements over, or has some controlling interest in the strip of land leading to the Scrub Point Preserve from Hartwood Marsh Road. Staff and Attorney Barice are researching this issue and will have a clarification prior the Board meeting. If the Water Authority owns the land fee simple, our position may be different than if the agency just has an easement. Assuming the Water Authority owns the property, the Board will need to determine the value of that parcel and if the partial construction of a roadway is sufficient compensation.

The proposed agreement further contains clauses that would dictate the following to the Water Authority

- How the remaining portion of the road to Scrub Point Preserve will be designed;
- Requires the Water Authority to commence construction of the remaining portion of the road to Scrub Point Preserve within 6 months after Meritage Homes begins construction of their proposed portion of the road;
- Requires that the Water Authority open Scrub Point Preserve to the public when Meritage Homes' portion of the road is completed, limits where gates to the Preserve could be located,
- Locations of turn around areas and parking limitations on the Water Authority portion of the road;
- Refers to the 5-acre tract as a "Welcome Center" and further dictates that the area will be restored and if it isn't done, Meritage Homes will come on the property, do the restoration and expect reimbursement from the Water Authority for the work.
- Limitations of what could be constructed and where it could be located on Water Authority Property; .

The proposed agreement also contains references to several easements. In particular, staff has concerns about a Landscape, Hardscape and Signage Easements (Exhibits G-1 and G-2). By agreeing to those easements, the Water Authority would lose any control of what would be constructed in the roadway that leads to the Scrub Point Preserve.

Executive Director's Recommendation:

Provide direction to staff regarding acceptance, denial or counterproposal for the Extreme Grove's Developer's Agreement.



July 26, 2016

Mr. Darren Gray, City Manager
Clermont City Hall
685 W Montrose, ST #2
Clermont, FL 34711

RE: Item No. 8 – Utility Service Agreement for Water & Wastewater Extreme Groves Investments, LLC

Dear Mr. Gray:

This letter is being submitted at the direction of the Lake County Board of County Commissioners for consideration by the City Council when discussing the Extreme Groves Utility Agreement. From review of the draft agreement, it appears that the density and site plan are an integral part of the Utility Agreement. The County has concerns regarding the proposed design of this project and offers the following for consideration prior to approving the Utility Agreement:

- **Transportation Impacts:** The development connections on Hartwood Marsh Road are proposed at Flynn Court and also to the west of Sadler Court at an existing road access easement. The existing Flynn Court is a narrow paved roadway and will need to be improved. The Flynn Court intersection with Hartwood Marsh Road does not meet roadway sight distance requirements and adding more traffic to this location is a concern.
- **Density/Design/Compatibility:** The proposed development includes 122 dwelling units at a density of 1.85 units per acre. While this figure is consistent with the currently pending Wellness Way Urban Services Area, within which the subject property is located, the existing densities in adjacent and surrounding parcels creates challenges with respect to the compatibility of this project. Further, the project fails to meet many of the goals and objectives of the Wellness Way Urban Services Area, including, but not limited to, connectivity, wellness space and non-residential set asides. The proposed buffering on the southern border of the project is also of concern as the transition from 5 acre residential parcels to a higher density product could be problematic.

COUNTY MANAGER'S OFFICE

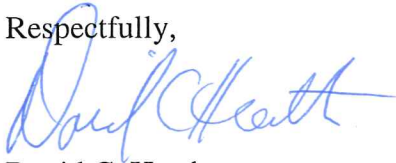
P.O. BOX 7800 ♦ 315 W. MAIN ST. ♦ SUITE 308 ♦ TAVARES, FLORIDA 32778-7800 ♦ P 352.343.9888 ♦ F 352.343.9495

Board of County Commissioners ♦ www.lakecountyfl.gov

City of Clermont – Utility Service Agreement
July 26, 2016
Page 2

Pursuant to the adopted Joint Planning Agreement, Lake County and the City of Clermont have agreed to “proactively designate areas for appropriate and timely development through a joint planning effort, ready provisions of urban services and implement procedures for the timely review and processing of annexations and development proposals.” As such, we appreciate the opportunity to express Lake County’s concerns regarding this project and look forwarding to working with you and your staff on developing effective solutions that are agreeable to all parties.

Respectfully,



David C. Heath
County Manager

DCH/nb

Cc: Robert Chandler, Economic Growth Director



Superintendent:
Susan Moxley, Ed.D.

School Board Members:
District 1
Bill Mathias
District 2
Rosanne Brandenburg
District 3
Marc Dodd
District 4
Debbie Stivender
District 5
Stephanie Luke

Leading our Students to Success

201 West Burleigh Boulevard • Tavares • FL 32778-2496
(352) 253-6500 • Fax: (352) 253-6503 • www.lake.k12.fl.us

February 11, 2016

Mr. Chris Schmidt, Planning Manager
Division of Planning and Community Design
Growth Management Department
Lake County
Post Office Box 7800
Tavares, Florida 32778-7800

RE: Extreme Grove Investments, LLC Comprehensive Plan Amendment Project (#2016020001 / AR No. 2849)

Dear Mr. Schmidt:

The County is currently reviewing a comprehensive plan amendment to change 65 acres from Lake County Rural (1 dwelling unit/5 acres) to Lake County Urban Low Density (4 dwelling units/1 acre).

As the School Board of Lake County's authorized representative, I am forwarding the School Board's comments to your attention so they can be included with your planning report. The School Board of Lake County Florida recognizes that the comprehensive plan amendment will have an adverse impact on the District's level of service as defined in Section 5.2 of the school concurrency interlocal agreement. The following School Board comments reflect projected enrollment data from the District's Five-Year Plan, FY 2016-2020, and student generation rates from the Impact Fee Study.

The proposed comprehensive plan amendment has the potential to add a maximum of 247 new dwelling units that will contribute 81 new students to the Lake County School system. Based on current school attendance zones, schools that will be adversely affected by the proposed comprehensive plan amendment and their projected five-year capacity status are as follows:

- | | |
|--------------------------------------|--------------------------|
| • Lost Lake Elementary School | 7% Under Capacity |
| • Windy Hill Middle School | 20% Over Capacity |
| • East Ridge High School | 8% Under Capacity |

Please see the attached District Growth Impact Report, which indicates the potential impact of the proposed comprehensive plan amendment on the public schools which currently serve the area under consideration. Should you have any questions or need additional information please contact me at (352)253-6694.

Sincerely,

Dawn McDonald, Senior Planner
Growth Planning Department

Enclosure

LAKE COUNTY PUBLIC SCHOOLS RESIDENTIAL GROWTH IMPACT REPORT

**REVIEWING AUTHORITY
NAME / CASE NUMBER**

**Lake County Division of Planning and Community Design
Extreme Grove Investments, LLC, Comprehensive Plan Amendment / Project
#2016020001 / AR No. 2849**

ITEM DESCRIPTION

The applicant is proposing an amendment to the Lake County Comprehensive Plan of 65 acres from Lake County Rural (1 dwelling unit/5 acres) to Lake County Urban Low Density (4 dwelling units/1 acre).

LOCATION

Section 1, Township 23S, Range 26E
Located north of Hartwood Marsh Road, south of Champagne Drive, East of Eddy Drive, and west of the Orange County Line

CURRENT LAND USE

Lake County Rural (1 dwelling unit/5 acres)

PROPOSED LAND USE

Lake County Urban Low Density (4 dwelling units/1 acre)

CURRENT ZONING

Lake County Agriculture District

PROPOSED ZONING

Lake County Planned Unit Development (PUD)

NEW DU IMPACT

STUDENT GENERATION

Elementary School

Middle School

High School

SF-DU	MF-DU	Mobile	SF Impacts
			247 DUs
0.328	0.283	0.206	81
0.152	0.143	0.097	38
0.074	0.063	0.047	18
0.102	0.077	0.062	25

SCHOOL NAME

Lost Lake Elementary

Windy Hill Middle

East Ridge High

Projected Enrollment 2020-2021*	Permanent Student Capacity*	Projected Five-Year Capacity %	Student Enrollment w/ Impact	% of Perm. Capacity w/ Impact	Planned Capacity On Site
1,002	1,112	90%	1,040	93%	No
1,357	1,149	118%	1,375	120%	No
2,407	2,648	91%	2,432	92%	No

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

CSA 14

Elementary School

Middle School

High School

Student Enrollment 2020-2021*	Permanent Student Capacity*	% of Permanent Capacity
1,487	1,420	105%
1,357	1,149	118%
0	0	0%

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

COMMENTS:

The School Board of Lake County Florida recognizes that the comprehensive plan amendment will have an adverse impact on the District's level of service as defined in Section 5.2 of the school concurrency interlocal agreement.

School Concurrency became effective in Lake County on June 1, 2008. Subsequent development orders, including but not limited to, site plans and subdivisions are subject to the school concurrency process. This Growth Impact Report (adequate public facilities analysis) is not intended to be an approval of, or an exemption from, any school concurrency regulations, including the school concurrency requirements in the Lake County School Concurrency Interlocal Agreement.

Prepared By: Dawn McDonald, Senior Planner, Lake County School District

Date: 2/11/2016

March 25, 2016

Lake County Board of County Commissioners
Lake County Economic Growth, Director Robert Chandler
Lake County Planning and Zoning, Michelle Janiszewski

Re: Prominent Point Application AK#3502027
Future Land Use Amendment #FLU-2016-01-2

Dear Commissioners and All:

Please note this is our letter in opposition of the proposal.

First our community is limited to five acre parcels with the exception of those located on Johns Lake, which are one acre parcels.. The application filed seeks to sandwich in an approval for 4 dwellings per acre between 5 acre parcels and one acre parcels. Many of our residents own horses, chickens and federally protected birds. The increased density applied for will force the current owners in the surrounding areas into a lifestyle we have not chosen.

Second the only ingress and egress for the proposed development would use Flynn Court to access Hartwood Marsh Road. Flynn Court intersects with Hartwood Marsh on a blind hill. The line of sight for oncoming vehicles is limited to say the least and therefore the ability to turn onto Hartwood Marsh is compromised. It often takes current residents quite a bit of time to make a left hand turn from Flynn onto Hartwood Marsh. It is frightening making a left hand turn onto Flynn Court from Hartwood Marsh due to the hill. The vehicles traveling on Hartwood Marsh cannot see the cars stopped waiting to turn left. Adding an additional 122 homes that will have to use this intersection as their only ingress and egress to their community is a direct impact on all current residents and any future residents. The traffic study from 2014 submitted with the application though outdated states the proposal will result in an average of **1900** cars on Flynn Court per day. Flynn Court is only about a quarter of a mile long!

Third, while I understand there have been similar developments approved in Winter Garden, Lake County and Clermont there is one major difference with this applicant's property. The applicant's property is not located on a major road. They do not have access to a road like Hartwood Marsh or Hancock, or US 27. Their access is to Flynn Court a small road lined with homes on 5 acre parcels.

For the reasons stated above and more which will be brought up at the hearing scheduled for March 30, 2016, we respectfully request the application not be recommended and be denied.

Thank you,
Your Constituents

Please see signatures attached

Yanette M. Moyano 11715 Flynn Court

Yanette M. Moyano

SUSAN JAWA 17921 Flynn Ct. *Susan Jawa*

LIAUNE GRAHAM 11714 FLYNN CT. *Liaune Graham*

Cheyl Swynhall 11711 Sadler Ct *Cheyl Swynhall*

Kim/Riy 11635 Sadler Ct *Karan Kirby*

DERRICKS OLIVIA WHITTAKER 11600 Sadler CT

Jackie Polk 11545 Sadler Ct. *Jackie Polk*

Ken Polk 11545 Sadler Ct. *Ken Polk*

Jeff Scott 17701 champagne Dr. *Jeff Scott*

Jeff Scott 17717 champagne Dr. *Jeff Scott*

Jeff Scott 11634 Sadler Ct. *Jeff Scott*

Coby Welch 17733 CHAMPAGNE DR.

Stacie Welch 17733 Champagne Drive *Stacie Welch*

Yvette Whittaker 17727 Champagne Dr. *Yvette Whittaker*

David Whittaker 17727 Champagne Dr. *David Whittaker*

JO ANN W Cauthen 17773 Champagne Dr. *Jo Ann W. Cauthen*

Wiley M. Cauthen 17773 Champagne Dr. *Wiley M. Cauthen*

Lara Henschel 17709 Champagne Dr. *Lara Henschel*

Sue Scott 17709 Champagne Dr. *Sue Scott*

Sue Scott 17717 Champagne Dr. *Sue Scott*

Sue Scott 11634 Sadler Ct. *Sue Scott*

Curt Henschel 17709 Champagne Dr. *Curt Henschel*

MIKE + BERIT Kenealy 17749 Champagne Dr. *Mike + Berit Kenealy*

DAVE + LYDIA Grimm 11640 FLYNN CT

Rob + Lauren Grimm 11630 Flynn Ct

Dennis & Linda Flynn 11631 Flynn Ct.

Rae Chidlow

From: Frank <fernandezfrank22@gmail.com>
Sent: Saturday, June 04, 2016 5:51 PM
To: Darren Gray; James Kinzler; Gail Ash; Ray Goodgame; Timothy Bates; Keith Mullins; Diane Travis; Sean Parks; Jimmy Conner; Leslie Campione; Timothy Sullivan; Welton Cadwell; John E. Kruse
Cc: Pam Bennett; Andrea Kennard; Jodine Hanson; Tracy Ackroyd; Barbara Hollerand; Rae Chidlow; Lisa Widican; Dawn Stalnaker; Melanie Marsh; dheath@lakecountyfl.gov; Yanette Moyano; Dennis Flynn
Subject: Extreme Groves annexation proposal into the City of Clermont

Dear Clermont Council Members, Lake County Commissioners, City of Clermont and Lake County Staff,

On June 1st 2016 Extreme Groves applied for annexation into the City of Clermont. As a resident of Lake county and as representative of over 60 extremely concerned residents, I humbly ask the City Council and staff to take a very close look at this proposal before any decision is made.

This identical proposal that Extreme Groves is presenting to Clermont was proposed to Lake County and Withdrawn by Extreme Groves on 5/17/2016. The proposal had many unanswered questions, concerns and safety hazards to existing and future residents. The applicant asked for a continuance through September 2016 with Lake County citing that they were going to work on all of the issues that the proposal had. They withdrew on the eve of the Board of County Commissioners meeting when they realized that a continuance was not going to be granted. After the withdrawal, Extreme Groves decided to "jurisdiction shop" for an approval to build with another body of government within the same county.

The rural community immediately surrounding the subject property consist of level headed and reasonable neighbors. We have spent countless hours researching and studying this "swiss cheese" proposal and how wedging a high density neighborhood right in the middle of an existing rural community will be a disaster and a danger to residents and voters.

I am formally and humbly requesting individual meetings or a group meeting with all the Clermont Council members as well as the Clermont City manager, planners and staff. We will be respectful of everyone's time and there will be only 3 representatives of the 60+ residents in order to keep the meeting short and to the point.

Respectfully yours,

Frank Fernandez
General Manager
Fields BMW
407-956-6300

The greatest compliment you can provide us is the trust in a referral to friends, family or co-workers.

Rae Chidlow

From: Nilsa Whitehead <cuquiwhitehead@gmail.com>
Sent: Thursday, June 09, 2016 12:30 PM
To: Rae Chidlow
Subject: Fwd: Alex Howell and Extreme Groves submission for annexation and density change

Sent from my iPhone

Begin forwarded message:

From: Mike Kenealy <mikekenealy9@gmail.com>
Date: June 8, 2016 at 8:00:11 PM EDT
To: dgray@clermontfl.org, gash@clermontfl.org, rgoodgame@clermontfl.org, tbates@clermontfl.org, kmullins@clermontfl.org, bhollerand@clermontfl.org, judyproli@embarqmail.com, njarkitect1@aol.com, tonyhub@aol.com, cuquiwhitehead@gmail.com, herbsmithconstruction@hotmail.com, jackmartin2315@outlook.com, carlos@gographicsdirect.com, mcdonaldd@lake.k12.fl.us
Cc: sparks@lakecountyfl.gov, Yanette Moyano <yanette@yanettemoyanolaw.com>, Frank Fernandez <fernandezfrank22@gmail.com>
Subject: Alex Howell and Extreme Groves submission for annexation and density change

I write to address the application for annexation to the city of Clermont, and its request for 122 houses to be built on 45 acres of a 65 archer parcel. The application was submitted by Alex Howell and Extreme Groves near the first of this month.

This application was recently pulled by Mr. Howell from Lake County due to pending loss for various reasons. Our resolve, reasoning and the properties unique location gave strong reason for this outcome. We understand that certain pressures come with this type of project, so we wish to make sure everyone is informed.

In short, this property is located in a unique position. It is blocked from East and North by the Orange County Line and Johns Lake, Sandwiched between 70 acres of 5 acres living and 10 acres of lakefront homes set upon net 1 acre lots. Topographically, the property is located on a large slope, with less than a ¼ mile from top to bottom. This affects many things, one in particular the type of walled construction necessary to build on such positioned properties. The requested housing count allows for no transition between the afore mentioned 5 and 1 acres net lots.

I could go on a bit about the properties zero access to a main road, improper road access, unimaginable overcrowding issues, complete disregard for the existing community, safety issues and other reasons that affect this project and every person involved in our community. But those

issues I am almost certain have been covered and listened upon by somewhat deaf ears based on feedback indicating the feeling that those issues just are not enough, or that for some reason those issues are another governing bodies issue. So I will try to point out issues more unique to this property.

All though we know plans are set in motion for the Wellness Way plan and that your team was involved in some way during the application that Mr. Howell pulled from Lake County. So you know some background. Now this issue is under your current consideration for a change in density. My hope is that you agree to listen to your community.

I think it is important to note that the job of our city government, elected friends and pioneers of growth plans have set in place a system designed to look, study, and enact corrections for specific areas where proposed projects just don't fit. I am not preaching, just stating purpose. Areas where the broad stroke of a density plan, or a first glance seems to indicate it is like many other projects, and therefore should be simply stamped. This is not the case, this property, your community, proposed density issues, access, land positioning, future park utility growth & access all play a strong roll for in depth consideration. It is important to note that it should be common to re-adjust the needs or general rules in a growth plan based on its issues and your community.

One should also considered the commitments spelled out in strong decree earlier density commitments and the degree of change affected. Past density commitments to people who purchased property in those areas and the drastic effect it may pose to change, promises and existing community. Also important to note that those terms and restrictions were made clear to the current property owner prior to the purchase of property in effect.

In our, or this process we the people wish to engage this process of reevaluation of proposed planning and zoning. I believe this project should be considered with heavy weight.

I submit that this Extreme Groves location is one of those cases. It does not make sense. It is not just angry people afraid of change, or bumpkins fighting progress. It has not just one argument or even three or four, it involves much more. Some of which I wish to lay out for consideration for this parcel to be pulled for the consideration of such high density.

The fact is there are so many issues and obstacles facing this proposal it should be clear for all to see and deserves this long and thoughtful consideration. Knowing the number of large issues should be a case for concern and for a denial of this project.

Covering a broad stroke of issues:

- Entry and Exit Blocked from the North by Johns Lake.
- No direct, main road access
- County border line to the immediate East; Orange County line to the Immediate East
- On the immediate West of the property sits a beautiful peninsula park that when fully open will draw thousands of visitors to its beautiful setting. This brings, traffic issues, parking issues, and will push traffic to the east for residence. Access and management of growth needs to be looked at closely.
- Weak road access from Flynn (a dead end street), weak construction
- No one on Flynn willing to sell property for utilities
- No access (Private Road) located in the middle of the property boundary lines
- Property is Sandwiched between 5 acre lots with wide open ranch style living, and 1 acre lots with 5 acres views on Johns Lake(lake/nature preserve)
- No direct access to Marsh Rd.
- Property is located in a high Recharge drainage area for Johns Lake
- Park access, park future need for parking and overall management for growth of visitors. This park is one of the reasons that people who work in Orange County will live and spend their money in in Clermont. Come to their events and eat in their community

It should be noted:

- This property is nothing like the stream of example properties or communities given in any of the examples presented by or for Extreme Groves. This property is locked by a Lake (N), County Line on (East), Park or Nature Preserve access to (West) and 5 acres settled communities to its immediate (South).
- The current owners knew its status when they bought it.

It just does not fit. Any and all future discussions should be made in terms of Transitioning between the existing community in Net acres, Net lot size, and Net setbacks and so on.

We know as a civilization it is always possible to overcome obstacles. If it is necessary to build we could find a way through engineering and building techniques. We have the capability to build right over, through or under almost anything we wish. However this is not the attitude we should have in this community. To date, the process, or arguments have been to come up with solutions or details to squeeze in as many houses as possible on a remaining 45 acres plat of 65 acres. To attempt to hide and squeeze in as many houses as possible. To ask for more details that

offer solutions for only one or two issues and create others. To use non-stratified factoring of data; old traffic data, offer zero consideration main issues.

The number of home is merely a multiplication factor for the number people and the number of automobiles. With addition factors of multi-generational homes, family size and more. The number of homes requested to be plopped in the middle of our community would be inserting a factor of 6 times the ratio we currently have

I offer an example of comparison: Density Effect to current residence: Example: Take a 150 house PUD surrounded by walls with a long 1 or 2 hundred-yard entry. The community has a small park in the center for kids to play. You, at 6 times the current houses, would be essentially be adding 900 units (Extreme Groves ratio). It would compare to tearing down the park in the middle of the sub and building a 900-unit condo sky scraper where the park once was. That is not planning, that is cramming. That is the current population density change ratio comparison.

Key points for discussions moving forward:

When we speak of houses per acres I think it is important to note we should make a distinction between referring to net archers not gross acres. There is a big difference between 1 house per net acre and 1 house per gross acres. In this case it's about 33%.

I believe the property currently sits at a 1 house per 7.5 NET acres. From that position to the proposed is a drastic, and life altering change to the existing community. Reminder: This is not just another open orange grove conversion; this is an existing established large net acres neighborhood. A consistent ratio transition from a ratio transition of 5 archer lots to 1 archer lots would sit around 1 house on a net 2.5 archer lot.

Park

This park will be a valuable asset not only to Lake County, but to the City of Clermont as well. It's entry, exit and planned need for room to grow is something that, if minimized, will be a traffic jam of angry park goers. Look to the future. Managed correctly it will become a reason to live near or in the City of Clermont

Bottom line is;

The position, logistics, existing entities and future park growth of this specific property is in need of a zoning change, a change that will protect the existing Lake County/Clermont community. A community that has to date supported where we live. Alex and the builder new the current density issues when he purchased the property. I see no injustice to the owner in my request for what was promised to everyone, low density.

What we are asking:

I would ask that this property be removed from consideration for such high density.

My best,

Mike Kenealy
National Sales Manager
Cell Ph: (321)-287-5354
Mikekenealy9@gmail.com



Please consider our environment with all your products and processes. Remember the 3 R's; Reduce, Recycle, Reuse. --
thank you!

This message and any attachments contain information, which may be confidential or privileged. If you are not the intended recipient, please refrain from any disclosure, copying, distribution or use of this information. Please be aware that such actions are prohibited. If you have received this transmission in error, kindly delete it. We appreciate your cooperation.

City Manager Darren Gray

July 9, 2016

City of Clermont, Florida

685 W. Montrose Street, 3rd. floor

Clermont, Florida 34711

Subject: Extreme Groves, Inc. Application for Annexation

Dear City Manager Gray:

This is to inform you that I am opposed to Extreme Groves, Inc. (Extreme) requested annexation of their property into the City of Clermont. Their property is located on the East and West sides of Flynn Court in Lake County on the East side of Clermont, North of Hartwood Marsh Road. For the following major and other reasons I strongly oppose this proposal:

First, Extreme is breaking the density restrictions placed on this property by the developer who sold the property to them. Extreme knew about the density restrictions placed on the property before they made the purchase. The resulting approved density based on the developer's commitment currently is one home per 7 ¼ net acres. The property was purchased from the previous developer with the intent to develop it confirmed by the failed attempts by Extreme to develop the property in the second year of ownership. As neighbors, we think that the proposals made by Extreme in the past to Lake County and which they are now making to the City of Clermont are both faulty and not satisfactory. Therefore, we have opposed this year the development proposed to Lake County and now we oppose the current application as an attempt to skirt around the community members who apparently were having success opposing this development in the Lake County venue.

Second, the Extreme proposal forces homes with a density of about 4 homes per net acre in between the existing community where there are homes at one per acre adjacent on the North and one per five acres adjacent on the South. Returning to one home per 7 ¼ net acres, as committed to by the previous developer and as known by Extreme when they purchased this property to develop, is not our goal. Approving a density between one home per five net acres on the abutting property to the south and one home per one net acre on the abutting property to the north would make this development blend into and complement the existing community. A fair and reasonable density for this property would be one home per 2 ½ net acres.

Third, the traffic generated by the property if developed as proposed will overload Hartwood Marsh Road based on the information presented by Extreme without any clear consideration of other developments currently under construction and planned along Hartwood Marsh Road in Lake County and Marsh Road in Orange County. Additional development, including Extreme's proposal, along Hartwood Marsh Road should not be approved until the road capacity has been increased to a level capable of safely handling existing and future traffic.

Fourth, the traffic would enter Hartwood Marsh Road from Flynn Court at the top of a “blind” hill where sight distance is very limited on Hartwood Marsh Road west of the intersection with Flynn Court. This critical obstacle could be corrected in the future construction when critical capacity increases are completed to Hartwood Marsh Road.

Combined, the traffic capacity deficiencies are a safety, emergency access, health threat and energy wasting issues to those of us living in the community currently and those who live here in the future, along with all others who travel Hartwood Marsh Road.

Fifth, based upon information previously supplied by Extreme the impacts on the elementary, middle and high school capacities are well above what the school Board is currently capable of funding and providing in the nearby schools. Approval of development should not be granted for Extreme or any residential projects in this entire area until the school facilities and resources to operate them are in place to provide the education system capacity our children need and deserve.

For these and other reasons I oppose the Extreme proposal to be annexed into the City of Clermont with their current plan which is faulty and not satisfactory for the people in the community surrounding the property nor for the current and future citizens of the City of Clermont.

I plan to attend all of the meetings to consider this proposal.

Thank you very much for your consideration. We look forward to your deliberations and resulting decisions which are fair and satisfactory for what is best for the people inside the City of Clermont and for the people in greater Clermont.

Respectfully,

Jo Ann W. Cauthen

17773 Champagne Drive

Winter Garden, Florida 34787

Lake County

mamacjac@gmail.com

407-376-0395

RE: FLU-2016-01-2 Extreme Grove Pending Application

Dear Lake County Commissioners:

I am signing below to express my opposition to the application Extreme Grove has pending to change the future land use. Urban density will further crowd our already highly traveled, high traffic surrounding roads. A more appropriate designation would be Rural Transition.

I request the application be denied for the following reasons. I object to the proposed density, as it will create dangerous conditions on Flynn Court and Hartwood Marsh. Hartwood Marsh is currently travelled by countless sand trucks which already pose a severe danger to our residents. It will also increase traffic on roads in Lake County, Clermont and Winter Garden.

Thank you,

Name

Address

Melissa Fessler	17954 Dangler Rd WG 34787
Richard Lawton	9708 AVON WOODS DR, WG, 34787
Merry Sharp	16128 Sandhill Rd WG. 34787
Debbie Phillips	16405 Sandhill Rd WG 34787
MORGAN GRITZER.	16404 SANDHILL RD WG 34787
Art Stowe	16405 Sandhill Rd. WG 34787
Tammy Middleton	17572 Davenport Rd W.G. 34787
Sharon Newton	17216 Davenport Rd, W.G. 34787
Susan Higginbotham	5305 Rex Ln, WG 34787
John Boyette	2715 Sanctuary Lane W.G. 34787
John Boyette	16775 E. Dangler Rd WG 34787

Cynthia Ellenburg 4251 Windy Acres Rd WG 34787
Scott E. Wadge 16673 Sandhill Rd Wmtr Garden, FL 34787
Glenda Eldridge 16673 Sandhill Rd WG 34787
Herb KUNAU 17348 Cork St. W.G 34787
PASCALE DE R. 16700 Sandhill Rd WG 34787
John Harris Davenport Rd WG 34787
JASON Kovelakis¹⁷⁸³⁸ DAVENPORT Rd WG 34787
LOUISE FERGUSON 17635 SEIDER Rd WG 34787
Donald T. Feaster 17705 Phil C Petros Rd WG 34787
Nancy Joy Szabo 17255 Davenport Rd. W.G. 34787
Nancy J. Szabo 17255 Davenport Rd W.G. 34787
Laurie Forrester 16050 Sandhill Rd WG FL 34787
Darnise Martinez 16065 Sandhill Rd W.G. FL 34787
Michael Walsh 16065 Sandhill Rd WG FL 34787
TAMER Wilson 16408 E Davenport Rd WG, FL 34787
BART WILSON 16408 E Davenport Rd WG. FL 34787
Rhonda Steib 16241 Sandhill Rd W.G. FL 34787
Joseph Steib 16241 Sandhill Rd W.C. FL 34787
MORGAN GRITZER 16404 SANDHILL RD WG FL 34787
MERRY SHARP 16128 Sandhill Rd WG 34787
DON DALSTRA 5737 BETA AV. W.G. 34787

Karen Hall 10101 Colt Lane Winter Garden FL 34787

Susan Scott 17701 Champagne Dr Winter Garden FL 34787

Jeff Scott 17701 Champagne Dr Winter Garden FL 34787

From: carolynpangborn@gmail.com [<mailto:carolynpangborn@gmail.com>]

Sent: Friday, August 26, 2016 1:43 PM

To: Maury Boyd <mboyd.mcorp@mpinet.net>

Cc: scottboyd.orange@gmail.com; Melisa Premer <copperpenney@earthlink.net>; Jim Hitt <JHitt@clermontfl.org>; hardyedwards@gmail.com; allisoneturnbull@gmail.com; Ashley Boyd <aboyd.mcorp@mpinet.net>

Subject: Re: Extreme Groves access via Johns Lake Property

Thank you for the update

On Aug 25, 2016, at 7:30 AM, Maury Boyd <mboyd.mcorp@mpinet.net> wrote:

All,

I attended yesterday's LCWA meeting in Tavares regarding the Scrub Point Preserve and it's 70 foot ROW.

Previously I had no contact with LCWA; this meeting was an eye opener.

The board intends to "preserve" the 95 acres + ROW with no or little human contact.

Since the vote was 6-1 against (I had left so I am not sure of the exact motion) all proposed access ROW usage by the developer was ended.

Still existing is access via Flynn Road, a poor and unsafe access. No improvement here.

It was obvious more homework was needed by the developer/ owner/planner to understand LCWA mission.

Personalities may interfere but access to the development, a short distance from Hartwood-Marsh Road, leaving out access to LCWA would be a win. Flynn road is unsafe.

5 acre owners may object in all events. Are 5 acre subdivisions being developed any more?

On a side note-- my experience is with Oakland Nature Preserve, Oakland, Florida and it's mission is entirely different. I had assumed the two had similar missions since I heard of canoes being used at Scrub Point and the five acre purchase was for parking.

Maury

Maury Boyd/ iPad

On Aug 24, 2016, at 12:31 PM, Carolyn Pangborn <carolynpangborn@gmail.com> wrote:

To whom it may concern,

I am in NC right now, so I regret I cannot be at the meeting today LCWA regarding EXTREME GROVES row access. But, I do have a few thoughts I'd like to share. My grandmother, Anna Akerman, sold her property to the Lake County Water Authority (LCWA) about 20 years ago. It's fabulous property and the memories I have from there are wonderful, having spent much of my youth there. My Dad was an injured Vietnam Vet and lived many years, it was his safe place. Later I lived there with him and after he passed on. When my grandmother sold it to LCWA she did a land swap of lakefront in order to get a ROW (access) to the property. She did not sell it, swap lakefront land just to have the gate locked and access denied. Her intent was for it to be a peaceful refuge for ALL, especially her family which I am. Please consider my grandmother's wishes for this property in your meeting today.

Sincerely,

Carolyn Penney Pangborn



**Lake County
WATER AUTHORITY**

Michael J. Perry, Executive Director • Neil Kelly, Secretary-Treasurer

27351 SR 19 • Tavares, Florida 32778-4251 • (352) 324-6141 • Fax (352) 324-6364 • email: info@lcwa.org • www.lcwa.org

September 2, 2016

Ms. Barbara Hollerand
Development Services Director
City of Clermont
685 W. Montrose Street
1st floor
Clermont, FL 34711

Re: Extreme Groves/Meritage Homes

Dear Ms. Hollerand:

At the Lake County Water Authority's regularly scheduled August 24, 2016 Board meeting the Water Authority Board reviewed the proposed "Developers Agreement" prepared on behalf of Meritage Homes.

The Board took action to not accept the agreement as written due to a number of clauses that would dictate the following to the Water Authority

- How the remaining portion of the road to Scrub Point Preserve will be designed;
- Requires the Water Authority to commence construction of the remaining portion of the road to Scrub Point Preserve within 6 months after Meritage Homes begins construction of their proposed portion of the road;
- Requires that the Water Authority open Scrub Point Preserve to the public when Meritage Homes' portion of the road is completed, limits where gates to the Preserve could be located,
- Locations of turn around areas and parking limitations on the Water Authority portion of the road;
- Refers to the 5-acre tract as a "Welcome Center" and further dictates that the area will be restored and if it isn't done, Meritage Homes will come on the property, do the restoration and expect reimbursement from the Water Authority for the work.
- Limitations of what could be constructed and where it could be located on Water Authority Property;

The proposed agreement also contains references to several easements. In particular, staff has concerns about a Landscape, Hardscape and Signage Easements. By agreeing to those easements, the Water Authority would lose any control of what would be constructed in the roadway that leads to the Scrub Point Preserve.

The Water Authority Board did, however, allow Meritage Homes to redraft an agreement related to the use of the property for a road and resubmit it to the Water Authority for consideration at a future meeting.

BOARD OF TRUSTEES

District One
Peggy Cox

District Two

District Three
Carolyn M. Maimone

District Four
Doug Bryant

District Five
Charles C. Clark

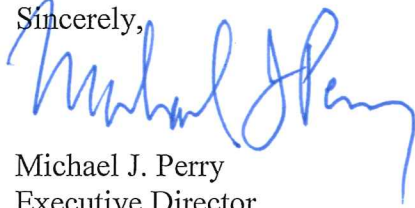
At-Large
Adam Dufresne

At-Large
John N. Harris

Water Authority staff will be in attendance at the City of Clermont's P&Z meeting scheduled for September 12, 2016 at 6:30 pm and will be available if any questions arise regarding the Lake County Water Authority Board's position on this matter.

Please contact me if you need to discuss this issue prior to the P&Z meeting.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael J. Perry", is written over the word "Sincerely,".

Michael J. Perry
Executive Director



APPLICATION & PETITION

DATE: JUNE, 1, 2016

FEE: \$50.⁰⁰

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

PROJECT NAME (if applicable): EXTREME GROVES

APPLICANT: THOMAS DALY, DALY DESIGN GROUP

Address: 913 N. PENNSYLVANIA AVE.

City: WINTER PARK State: FLORIDA Zip: 32789

Phone: 407-740-7373 Fax: _____

Applicant is: Owner: ☐ Agent: ☒ Purchaser: ☐ Lessee: ☐ Optionee: ☐

OWNER: EXTREME GROVES INVESTMENTS LLC

Address: PO BOX 1930

City: MINNEOLA State: FL. Zip: 34755

Phone: 352-394-8737 Fax: 352-394-1003

AGENT NAME (Affidavit required): THOMAS DALY

Address: 913 N. PENNSYLVANIA AVE.

City: WINTER PARK State: FLORIDA Zip: 32789

Phone: 407-740-7373 Fax: NA

E-Mail: tdaly@dalydesign.com

Property address and/or general location: ON EAST & WEST SIDE OF FLYNN COURT
SOUTH OF PROMINENT POINTE SUBDIVISION

Area of property: 66 +/- acres, and/or _____ +/- sq. ft.

The property is PRESENTLY used for: AGRICULTURE

The property is PROPOSED to be used for: SINGLE FAMILY NEIGHBORHOOD
AND AGRI-TECH FACILITY



Existing Lake County Land Use* : RURAL

Existing Lake County Zoning* : AGRICULTURE

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

Number of existing structures on the property and their present use: NONE

State the reason or basis for this request: TO DEVELOP A SINGLE FAMILY NEIGHBORHOOD & AN AGRITECH FACILITY ON THE SITE

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

Section 01, Township 23, Range 26

N 1/2 OF NE 1/4 - LESS PROMINENT POINTE P.B 41
PG. 74 - 75 1/2 LESS FROM NW CORNER OF NE 1/4 RUN
S 89-46-07 E 25 FT FOR P.O.B, CONT. S 346.91 FT
N 0-27-22 W 627.84 FT, N 89-46-07 W. 346.91 FT,
N 0-27-22 E. 627.84 TO P.O.B ORB 2290 PG 1515

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



OWNER / AGENT AFFIDAVIT (ANNEXATION)

Date: 26 May 2016

Before me, the undersigned authority personally appeared Alexander Howell
(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:
A SINGLE FAMILY NEIGHBORHOOD AND AN AGRI-TECH FACILITY
3. That said authority (owner) has appointed (agent's name) THOMAS DALY
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]
Owner (signature)

X [Signature]
Agent's (signature)

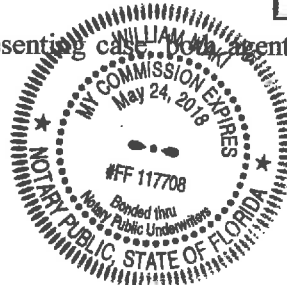
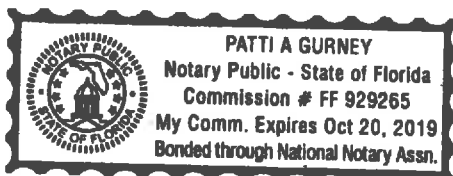
Sworn to and subscribed before
me this 26 day of May,
20 16.

Patti A Gurney
Notary Public, State of FL
My commission expires: Oct 20, 2019

Sworn to and subscribed before
me this 31 day of MAY,
20 16.

[Signature]
Notary Public, State of FL
My commission expires: 5/24/18

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





**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 26 day of May, 2016.

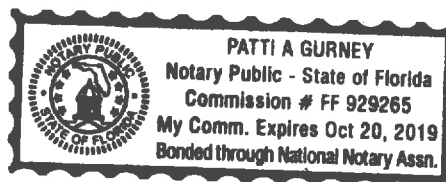
Legal description of the property: (Type, print in black ink, or attach a copy of the warranty deed or current tax receipt).

[Signature]
Landowner (Petitioner)

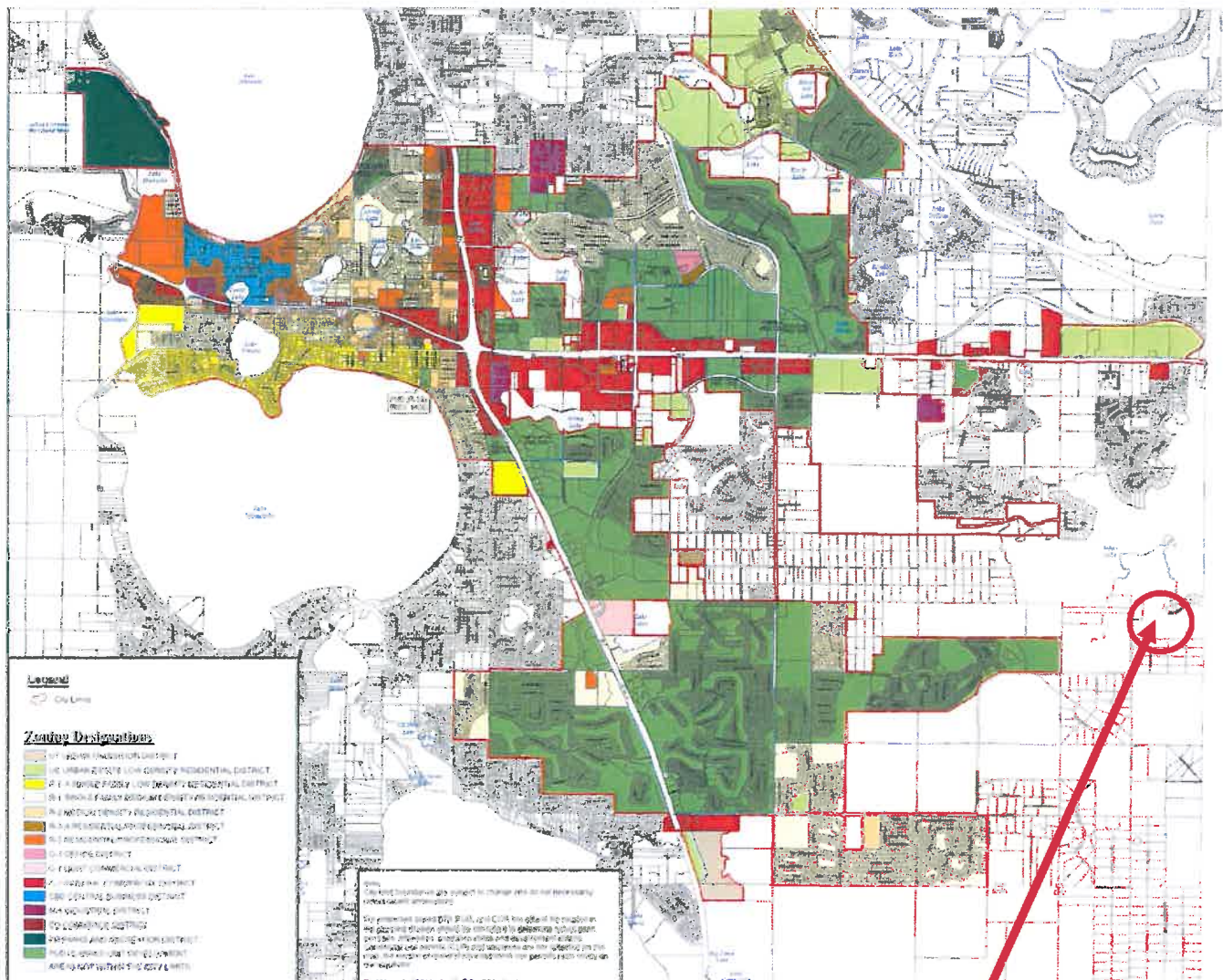
May 26, 2016
Date

[Signature]
Notary Public

Oct 20, 2019
My Commission Expires



Location Map: (current city limits)



CFN 2003040293
Bk 02290 Pgs 1515 - 1516; (2pgs)
DATE: 04/03/2003 02:15:11 PM
JAMES C. WATKINS, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 9.00
TRUST FUND 1.50
DEED DOC 4,564.70

02-638-C
Prepared By/Return To:
Norman C. Cummins, P.A.
450 E. Hwy. 50
Clermont, FL 34711
Grantees S.S.#:
Parcel I.D. #:

THIS WARRANTY DEED, Made the 26th day of March, 2003, by BRENDA P. LONGENBACH, a married woman, whose address is RT 209, Box 307, Brodheadsville, PA 18322, hereinafter called the Grantor, to EXTREME GROVE INVESTMENTS, LLC., a Florida Limited Liability Company whose address is 4327 S. Hwy 27, Suite 140, Clermont, FL 34711, hereinafter called the Grantee.

(Wherever used herein the terms "Grantor" and "Grantee include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations wherever the context so admits or requires.)

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land situate in LAKE County, State of FLORIDA, viz:

SEE ATTACHED EXHIBIT 'A'

THIS PROPERTY DOES NOT CONSTITUTE THE HOMESTEAD OF THE GRANTOR

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

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2002.

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in
the presence of:

Witness Signature

Brenda P. Longenbach
BRENDA P. LONGENBACH

Printed Name

Witness Signature

Printed Name

STATE OF FLORIDA
COUNTY OF LAKE

21th

Exhibit "A"

TRACT 1:

The North 1/2 of the Northeast 1/4 of Section 1, Township 23 South, Range 26 East, Lake County, Florida. Less and except that part thereof lying within the plat of Prominent Pointe, recorded in Plat Book 41, Pages 74 and 75, Public Records of Lake County, Florida.

Together with and subject to that certain easement for ingress and egress described in Easement recorded in Deed Book 339, Page 142, Public Records of Lake County, Florida.

DESCRIPTION

The North 1/2 of the Northeast 1/4 of Section 1, Township 23 South, Range 26 East, Lake County, Florida. Less and except that part thereof lying within the plat of Prominent Pointe, recorded in Plat Book 41, Pages 74 and 75, Public Records of Lake County, Florida.

Together with and subject to that certain easement for ingress and egress described in Easement recorded in Deed Book 339, Page 142, Public Records of Lake County, Florida.

Less and except that portion of the land conveyed by Warranty Deed recorded in Official Records Book 2401, Page 2125, of the Public Records of Lake County, Florida, being more particularly described as follows:

That part of the Northeast 1/4 of Section 1, Township 23 South, Range 26 East, in Lake County, Florida, bounded and described as follows:

Commence at the Northwest corner of the Northeast 1/4 of said Section 1, Township 23 South, Range 26 East, and run S. 89 degrees 46'07" E., along the North line of the Northeast 1/4, a distance of 25.00 feet to the Point of Beginning of this description; from said Point of Beginning, continue S. 89 degrees 46'07" E., along the North line of the Northeast 1/4, a distance of 346.91 feet; thence S.00 degrees 27'22" W., 627.84 feet; thence N. 89 degrees 46'07" W., 346.91 feet to a point that is 25 feet East of, when measured at right angles thereto, the West line of the Northeast 1/4 of said Section 1; thence N. 00 degrees 27'22" E., parallel with the West line of the Northeast 1/4, a distance of 627.84 feet to the Point of Beginning.

Containing therein 66.44 acres, more or less.

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 September 27, 2016 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. 2016-28

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND IN ACCORDANCE WITH THE INTERLOCAL SERVICE BOUNDARY AGREEMENT DATED DECEMBER 2, 2014; PROVIDING FOR AN EFFECTIVE DATE, SEVERABILITY, RECORDING, AND PUBLICATION.

LOCATION:

(Alternate Key 3502027)
South of Champagne Dr., West of Orange County Line, and
North of Hartwood Marsh Road
Extreme Groves +/- 66 acres

LEGAL DESCRIPTION

The North ½ of the Northeast ¼ of Section 1, Township 23 South, Range 26 East, Lake County Florida, less and except that part thereof lying within the plat of Prominent Pointe, recorded in Plat Book 41, Pages 74 and 75, Public Records of Lake County, Florida & Less from the Northwest corner of the Northeast ¼ run S 89-46-07 E 25 Ft for POB, Cont S 89-46-07 E 346.91 Ft, S 0-27-22 W 627.84 Ft, N 89-46-07 W 346.91 Ft, N 0-27-22 E 627.84 Ft to POB

Containing 66.44 acres more or less, and being subject to any easements, rights-of-way or restrictions of record.

See Map Below

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

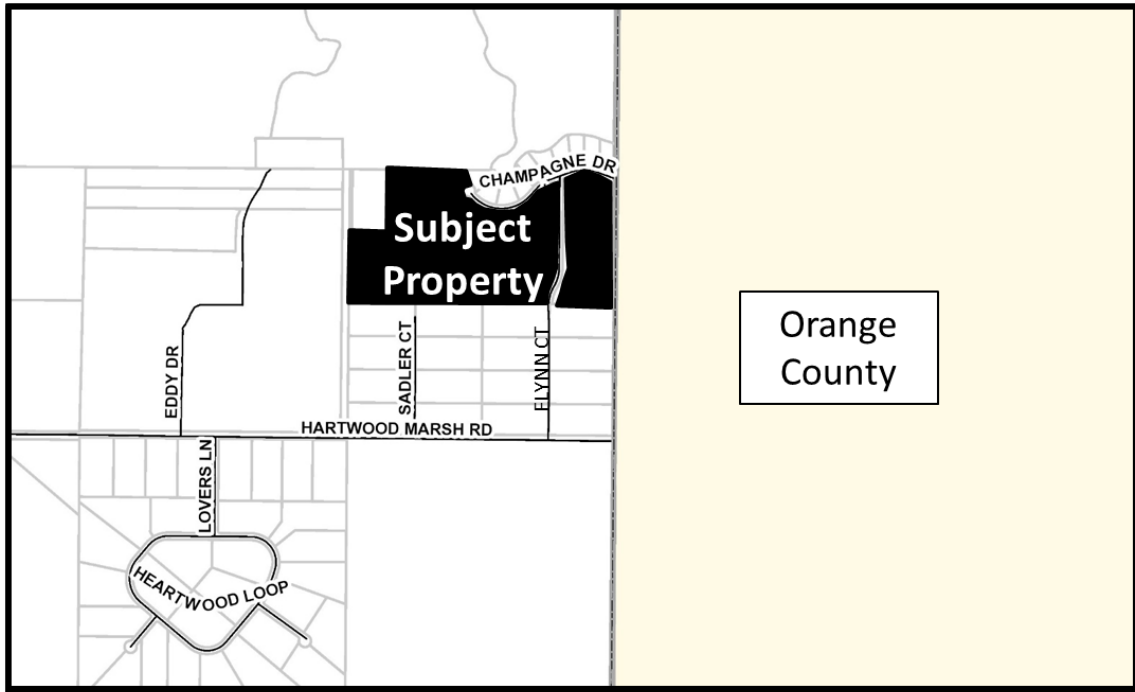
Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made.

Tracy Ackroyd Howe, MMC

City Clerk

Daily Commercial
September 6 & 13, 2016

Location Map:





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, September 13, 2016	
Agenda Item Name	
Ordinance No. 2016-30 <i>Introduction</i> <i>Extreme Groves</i>	
Requested Action	
Recommend denial of Ordinance 2016-30.	
Staff Report	
The owner, Extreme Groves Investments, LLC, is requesting a rezoning for 66 +/- acres for a planned unit development (PUD) for a 122-lot single family subdivision. Along with the rezoning, the property is also being considered for annexation and a large-scale comprehensive plan amendment. Upon annexation, the property will receive the Urban Estate low density residential zoning designation. The properties within a half-mile radius of the project consist of either larger tracts of agricultural land, County-owned nature preserve (Scrub Point Preserve), five-acre agriculture homesteads or one-acre lakefront estates on John's Lake. The area is still predominantly rural in nature and is all located in Lake County's jurisdiction. The property is part of the proposed Wellness Way Area Plan (WWAP), which upon adoption by Lake County, may allow this property to be developed up to a density of 1.85 dwellings units per acre. The applicant has proposed the development at the maximum density of 1.85 dwelling units per acre. This development pattern does not follow the existing development pattern with regard to the densities and intensities in the area and may be problematic with the transition of the proposed quarter-acre lots to the larger lots and agricultural use in the area. Lake County has expressed this concern with the proposed project in regard to the existing densities on the adjacent and surrounding parcels and their compatibility with the project. It was noted that the project fails to meet many of the goals and objectives of the pending Wellness Way Urban Service Area. Accessing the site is a concern with the increased traffic demand. The property is currently accessed via Flynn Court. This road does not meet City standards for access, and the subdivision is proposed to add roughly 1,900 trips to this segment. A new primary access road is being proposed to the west of the project, but coordination with the property owner, the Lake County Water Authority, is necessary. At this time, no formal agreement has been provided to indicate access will be provided through the water authority's property. In addition, traffic improvements will be warranted on Hartwood Marsh Road based upon the additional traffic demand. The Lake County Water Authority, the Lake County Board of County Commissioners, the Lake County School Board, and surrounding property owners have all expressed concern over the proposed change. Due to the existing densities of the surrounding land uses and the impacts on traffic, schools, and other public services, staff can not recommend approval for the density of 1.85 dwelling units per acre for the proposed PUD. Therefore, staff recommends denial of Ordinance 2016-30.	
Additional Analysis	

Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance	REZ ORD 2016-30.doc	
2. Extreme Groves Conceptual Site Plan	Extreme Groves 8-19-2016 Exhibit A.pdf	
3. Application	REZ application.pdf	
4. Legal ad	REZ Extreme Groves legal ad.docx	

CITY OF CLERMONT
ORDINANCE No. 2016-30

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

The north ½ of the northeast ¼ of Section 1, Township 23 South, Range 26 east, Lake County Florida, less and except that part thereof lying within the plat of Prominent Pointe, recorded in Plat Book 41, Pages 74 and 75, Public Records of Lake County, Florida & less from the northwest corner of the northeast ¼ run south 89-46-07 east 25 feet for Point of Beginning, continue south 89-46-07 east 346.91 feet, south 0-27-22 west 627.84 feet, north 89-46-07 west 346.91 feet, north 0-27-22 east 627.84 feet to Point of Beginning. Alternate Key 3502027.

Containing 66.44 acres more or less, and being subject to any easements, rights-of-way or restrictions of record.

FROM: UE Urban Estate
TO: PUD Planned Unit Development

SECTION 2 – Land Uses

1. Residential:
 - a. A total of up to 122 single family residential dwelling units may be permitted on the site, not to exceed a density of 1.85 units per acre within the project.
 - b. Phasing of Development: The project may be developed in one or more phases.
 - c. The property shall be developed in substantial accordance with the Conceptual Site Plan prepared by Daly Design Group, Inc. dated August 19, 2016, 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.

CITY OF CLERMONT
ORDINANCE No. 2016-30

- d. The minimum lot size for the development shall be 10,200 square feet; aside from those lots along the southern boundary which shall be a minimum of 21,780 square feet in size.
- e. 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. In case of uncertainty, the R-1 Single Family Medium Density district shall apply if it is not specifically designated in this Planned Unit Development.

	10,200 sq. ft. lots	21,780 sq. ft. lots
Minimum lot width	85'	175
Minimum Front setback	20'	20'
Minimum Side setback	7.5'	10'
Minimum Rear setback	20'	20'
Minimum Side setback from Street	15'	25'
Minimum Rear and Side Yard setback for Pools, Patios, Decks or Ancillary Structures	5'	5'
Maximum Impervious Surface Ratio (ISR)	.65	.65
Maximum Building Height	35'	35'

SECTION 3 – Open Space

Open Space: A minimum of 25 percent of the net buildable area of the Planned Unit Development shall be provided as open space in accordance with the Comprehensive Plan and Land Development Code (LDC), as amended.

SECTION 4 – Landscaping, Buffering, and Screening

- 1. A 35-foot wide buffer with a six foot high PVC fence will be installed along the southern property line where lots abut the adjacent property. The buffer will also include a solid hedge and a minimum of two (2) canopy trees per 100 feet.
- 2. A 30-foot wide landscape buffer will be provided along Champagne Court adjacent to single-family lots. Plantings will be in accordance with the Planned Unit Development plan.
- 3. A 20-foot wide landscape buffer will be provided along Flynn Court where the rear of lots abut the right of way. Plantings will be in accordance with the Planned Unit Development plan.

CITY OF CLERMONT
ORDINANCE No. 2016-30

2

4. A 40-foot wide open space buffer will be provided along Scrub Point Preserve where the rear of lots abut the property line, as depicted on the Planned Unit Development plan.
5. 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:

The developer shall prepare a report evaluating the potential impacts the proposed subdivision may have on the existing Scrub Point Preserve as it relates to hydrology, water quality, air quality, ambient noise level, wildlife populations, natural ecosystems and aesthetics. Impacts identified shall be mitigated prior to final platting of the subdivision.

SECTION 6 – Utilities:

1. The project shall be developed in accordance with the Utility Agreement approved by the City Council and the property owner, dated August 5, 2016.
2. Easements shall be provided on any existing and proposed utilities that the City will own and maintain at no expense to the City.
3. Stormwater management facilities will be designed to meet the water quality and water quantity criteria for the St. Johns River Water Management District. The applicant shall submit drainage calculations and stormwater management plans when filing for the improvement plan approval. Stormwater management details shall be submitted with Improvement Plans.
4. Fiber optic conduit and pull boxes may be required to be installed by the developer in the easements to extend the City's fiber optic network. 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.

SECTION 7 – Transportation Improvements/Access Management:

1. Primary site access shall be via the 70-foot public right of way on the west side of the property. The proposed road shall be constructed to meet the City of Clermont's standards. The internal roads shall be public and dedicated to the City of Clermont. Flynn Court shall be closed as a through street with emergency access gates installed to meet the City of Clermont requirements. Coordination of closing and making the improvements on Flynn Court shall be coordinated with the City, Lake County, and the residents residing along Champagne Drive.

3

CITY OF CLERMONT
ORDINANCE No. 2016-30

2. The Owner/Developer shall work with the Lake County Water Authority to construct the new access road by execution of a Developers Agreement.
3. Sidewalks are to be constructed on both sides of residential streets. An eight (8) foot wide pedestrian path will be provided along main internal roadway that runs east/west, as provided on the attached concept.

SECTION 8 – Schools

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

SECTION 9 – Lighting

Exterior street lighting shall be in accordance with the Land Development Code, as amended.

SECTION 10 – Fire Protection and Emergency Services Access

Fire Protection and Emergency Services Access: Access and Fire Safety requirements of the development shall be provided in accordance with the Florida Fire Prevention Code and Land Development Code, as amended. A secondary emergency access approved by the City's fire marshal shall be designated and constructed prior to the issuance of the first building permit.

SECTION 11 – Concurrency Management Requirements

Concurrency Management Requirements: Any development shall comply with the Lake County and the City of Clermont Concurrency Management System, as amended.

SECTION 13 – Future Amendments to Statutes, Code, Plans, and/or Regulations

The specific references in this Planned Unit Development to the Florida Statutes, Florida Administrative Code, City Comprehensive Plan, and City Land Development Code shall include any future amendments to the statutes, code, plans, and/or regulations.

SECTION 14 – Additional Conditions

1. After establishment of the facilities as provided herein, the aforementioned property shall only be used for the purposes named in this Planned Unit Development. Any other proposed use must be specifically authorized by the Clermont City Council.

CITY OF CLERMONT
ORDINANCE No. 2016-30

2. No person, firm, or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, add other uses, or alter the land in any manner within the boundaries of the above described land without first obtaining the necessary approvals in accordance with the Clermont Code of Ordinances, as amended, and obtaining the permits required from the other appropriate governmental agencies.
3. This Planned Unit Development 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, and shall be subject to each and every condition herein set out.
4. Construction and operation of the proposed use shall at all times comply with the regulations of this and other governmental permitting agencies.
5. The transfer of ownership or lease of any or all of the property described in this Planned Unit Development shall be included in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions established by this Planned Unit Development and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following procedures contained in the Land Development Code, as amended.

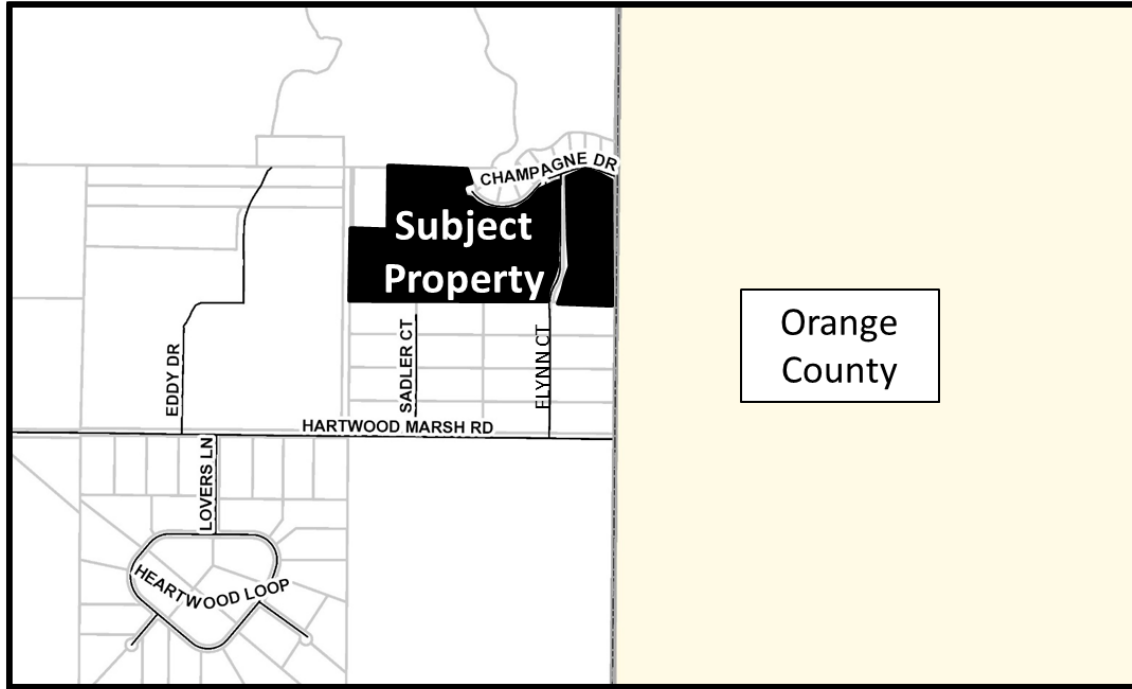
Section 15

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. 2016-30

5

Location Map:



CITY OF CLERMONT
ORDINANCE No. 2016-30

6

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 27th day of September, 2016.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Legal Description

DESCRIPTION

The North 1/2 of the Northeast 1/4 of Section 1, Township 23 South, Range 26 East, Lake County, Florida. Less and except that part thereof lying within the plat of Prominent Pointe, recorded in Plat Book 41, Pages 74 and 75, Public Records of Lake County, Florida.

Together with and subject to that certain easement for ingress and egress described in Easement recorded in Deed Book 339, Page 142, Public Records of Lake County, Florida.

Less and except that portion of the land conveyed by Warranty Deed recorded in Official Records Book 2401, Page 2125, of the Public Records of Lake County, Florida, being more particularly described as follows:

That part of the Northeast 1/4 of Section 1, Township 23 South, Range 26 East, in Lake County, Florida, bounded and described as follows:

Commence at the Northwest corner of the Northeast 1/4 of said Section 1, Township 23 South, Range 26 East, and run S. 89 degrees 46'07" E., along the North line of the Northeast 1/4, a distance of 25.00 feet to the Point of Beginning of this description; from said Point of Beginning, continue S. 89 degrees 46'07" E., along the North line of the Northeast 1/4, a distance of 346.91 feet; thence S.00 degrees 27'22" W., 627.84 feet; thence N. 89 degrees 46'07" W., 346.91 feet to a point that is 25 feet East of, when measured at right angles thereto, the West line of the Northeast 1/4 of said Section 1; thence N. 00 degrees 27'22" E., parallel with the West line of the Northeast 1/4, a distance of 627.84 feet to the Point of Beginning.

Containing therein 66.44 acres, more or less.

General Notes:

1. Primary site access shall be via the 70' public right of way on the west side of the property. The proposed road shall be constructed to meet the City of Clermont standards. The internal roads shall be public and dedicated to the City of Clermont. Secondary site access shall be via Flynn Ct.

2. Stormwater management facilities will be designed to meet the water quality and water quantity criteria of the SJRWMD. The applicant shall submit drainage calculations and stormwater management plans when filing for the improvement plan approval. Stormwater Management details shall be submitted with Improvement Plans.

3. Based upon FIRM Map #12069C0595E the site is not within a flood Zone.

4. Utility infrastructure shall be public and dedicated to the City of Clermont.

5. Water service will be provided by the City of Clermont.

6. Wastewater Service shall be provided by the City of Clermont.

7. Fire Protection shall be provided by the City of Clermont Fire Rescue / Lake County Fire Rescue. The applicant shall comply with all City of Clermont fire protection requirements.

8. Police Protection shall be provided by the City of Clermont.

9. Project may be constructed in multiple phases. Determination for phasing shall be established at Preliminary Subdivision Plan development.

10. Generalized location and acreage of common open space and recreation facilities will be determined with Preliminary Plan submittal. Detailed plans for recreational facilities are to be provided with improvement plans.

11. All common open and recreation facilities space are to be owned and maintained by a mandatory homeowner association.

12. Flynn Ct shall be cul de sacked at the south property line per Lake County Standards. An emergency access gate shall be constructed at the north side of the cul de sac to prevent through traffic along Flynn Ct. An emergency access system shall be installed per the City of Clermont Fire Department Standards.

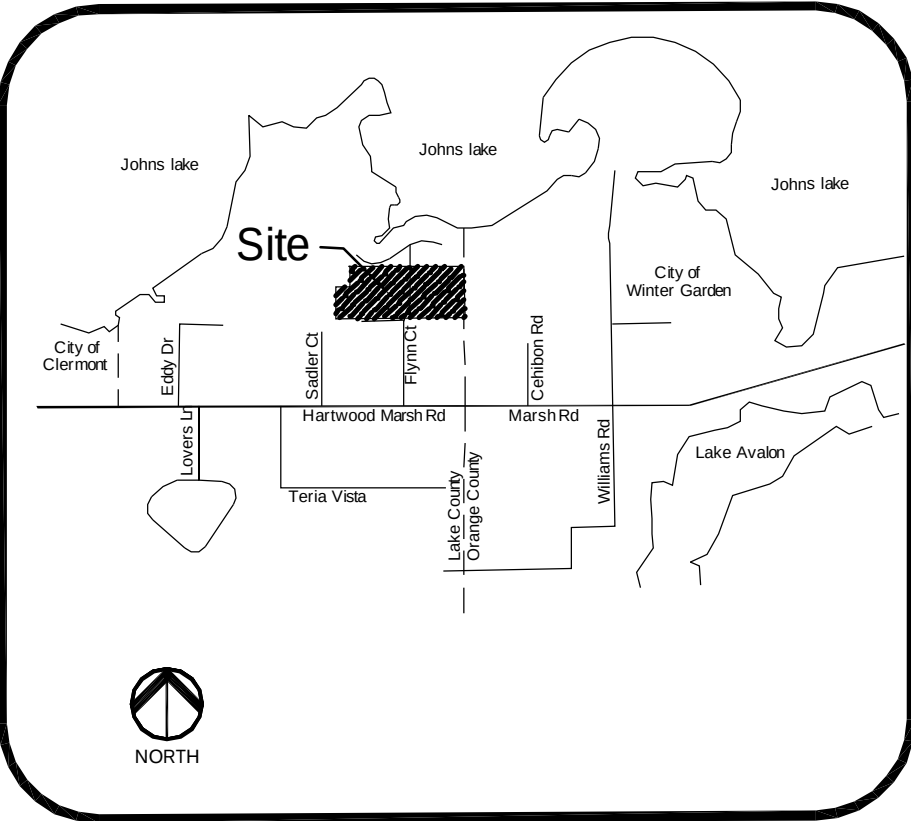
Extreme Groves PUD
Land Use Plan
Parcel ID # 01-23-26-0001-0000-0100
Altkey 3502027

Clermont, Florida

June 2016

Revised:

1 07.12.16 Revised for 1/2 ac lots wgm
2 08.19.16 Revised per Staff Comments wgm



Location Map

Site Data

Total Land Area	66.44 ac
Current Lake County FLU	RURAL
Current Lake County Zoning	A
Proposed Clermont FLU	Low Density Residential
Proposed Clermont Zoning	PUD
Minimum Open Space	10 ac 25%

Proposed Uses

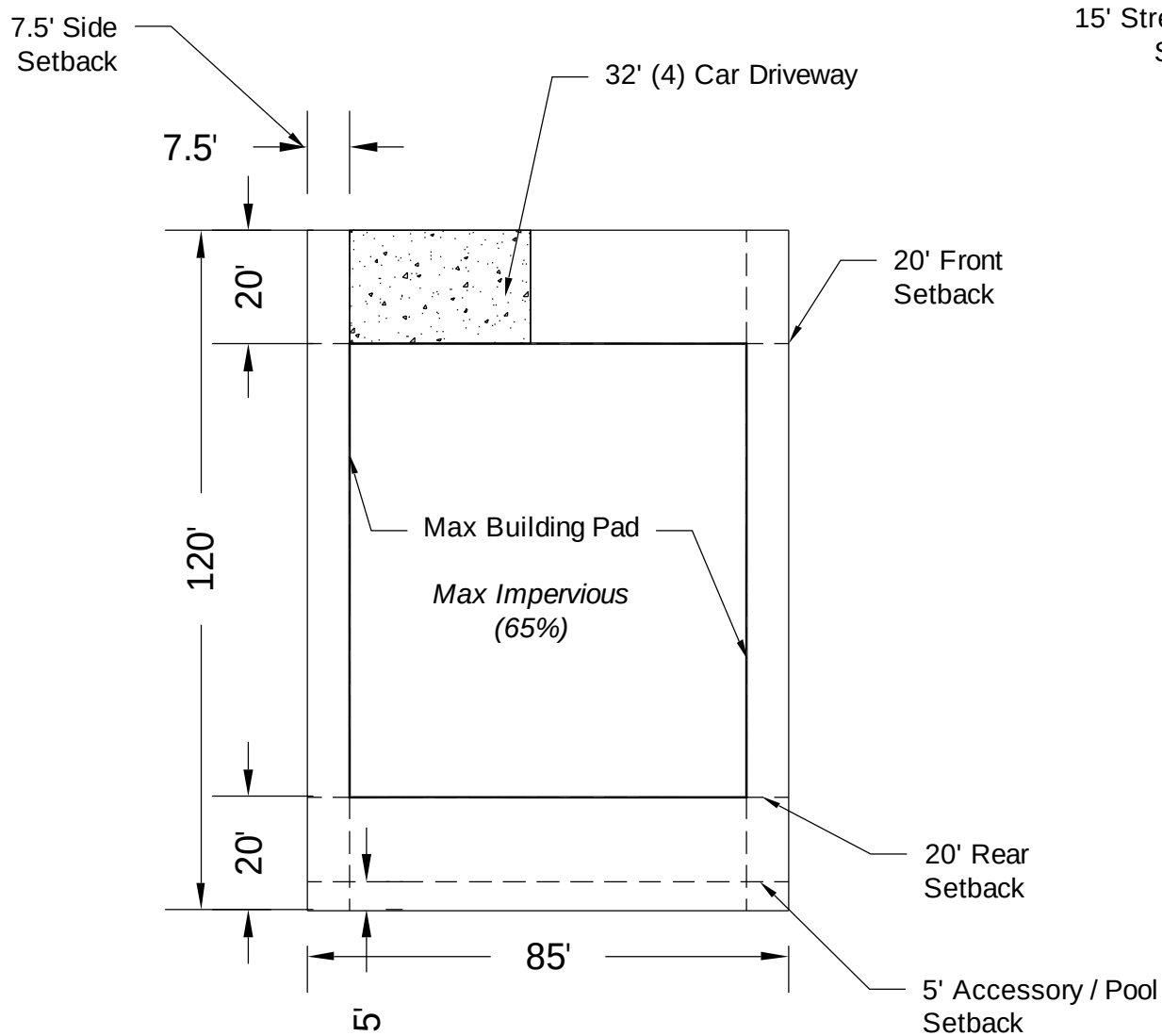
Single Family Residential	
Proposed Units	122 du
Proposed Density	1.84 du/ac
Minimum Lot Size	85'x120' *
* Minimum 1/2 acre lots along south property line	
Maximum Building Ht	35' 2 story
Maximum Impervious	65%
Minimum Lot Frontage	30'

Setbacks (85' x 120' lots)

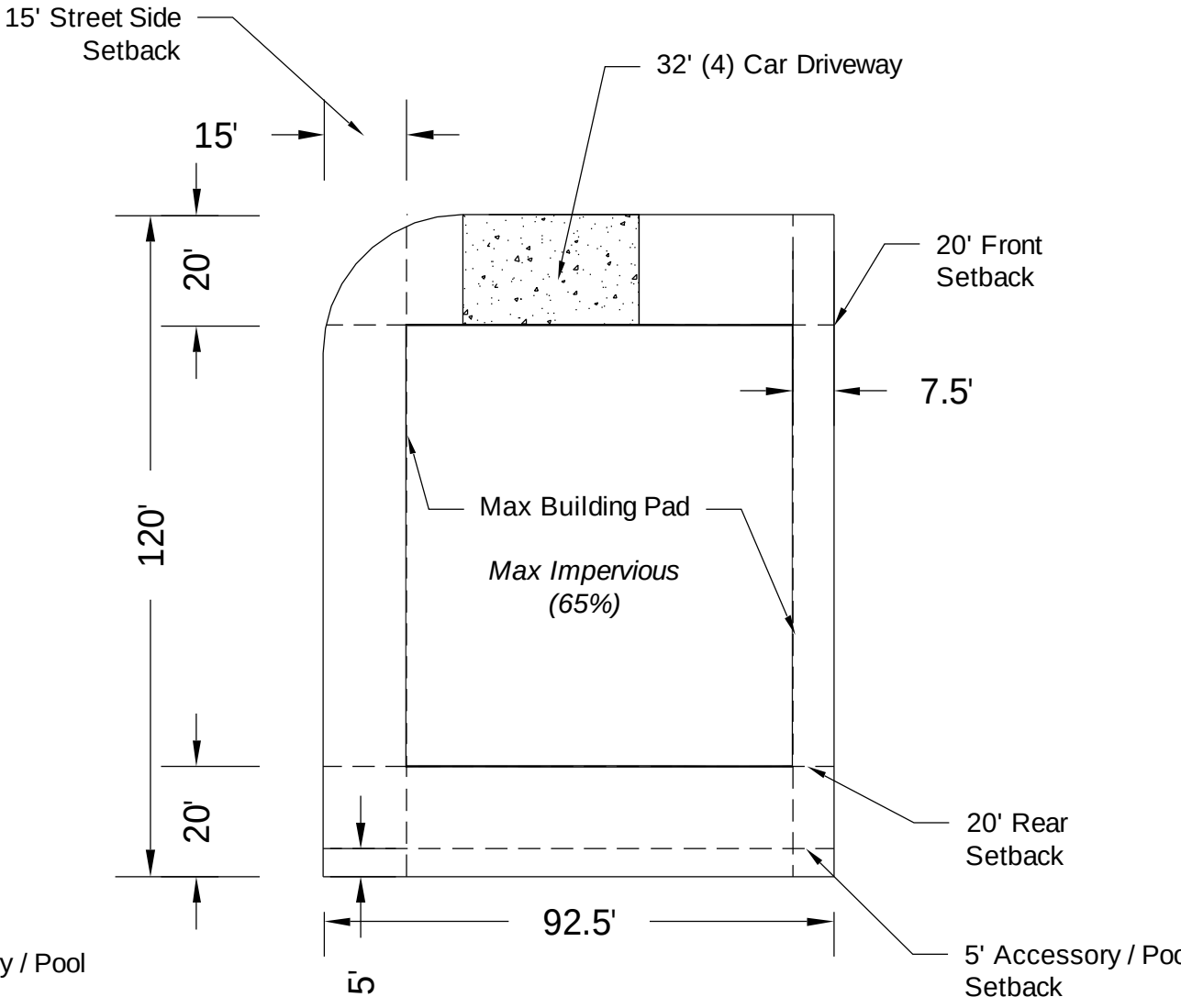
Front	20
Rear	20
Side	7.5
Street Side	15
Accessory Building (side and rear)	5
Pool (side and rear)	5

Setbacks (1/2 acre lots)

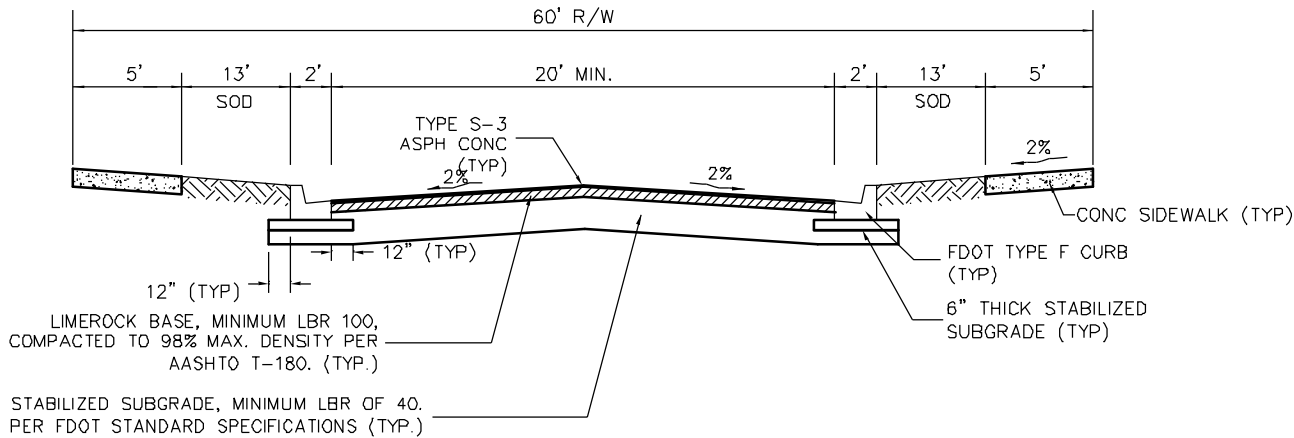
Front	20
Rear	20
Side	10
Street Side	25
Accessory Building (rear)	5
Pool (rear)	5



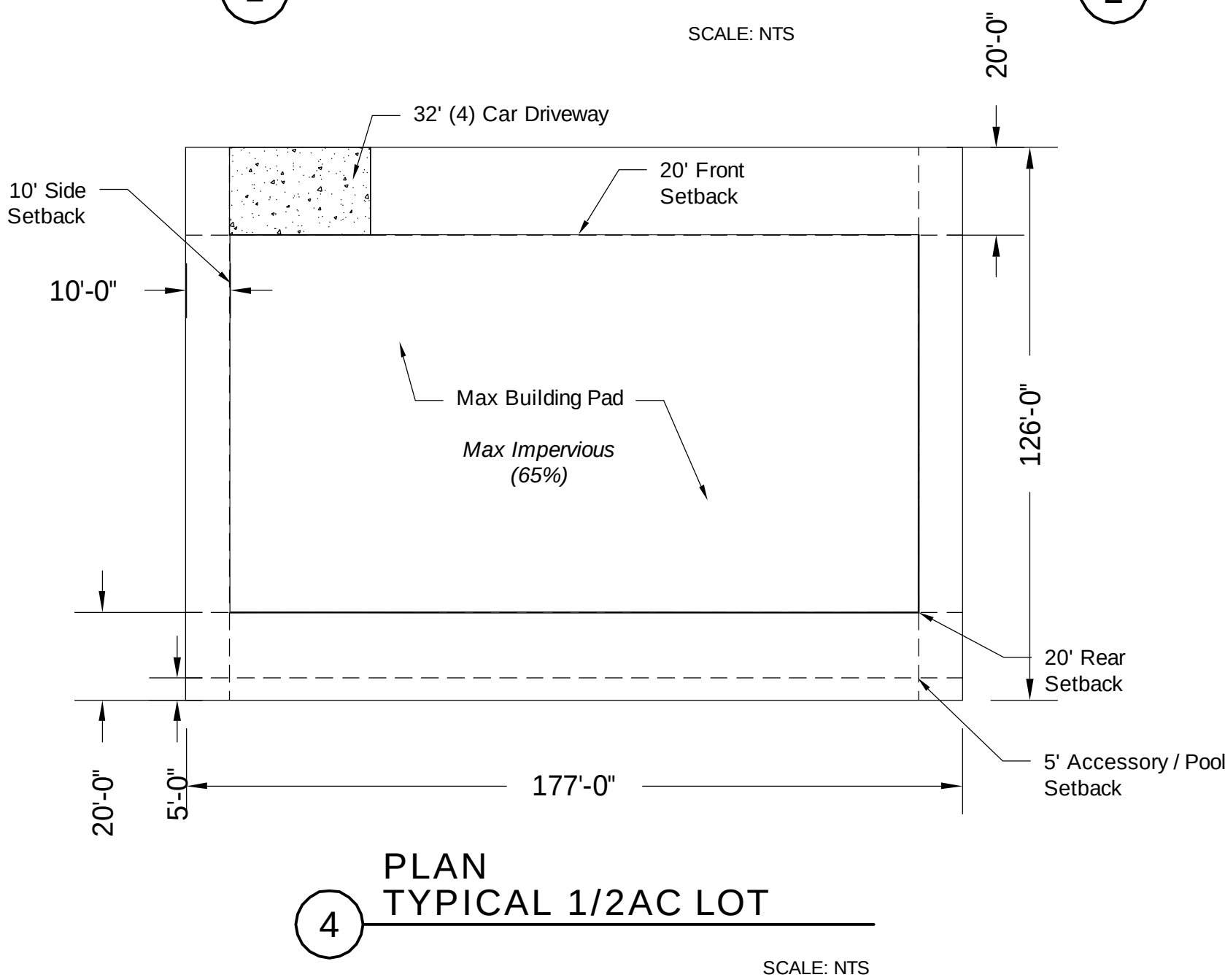
1 PLAN TYPICAL 85' LOT
SCALE: NTS



2 PLAN TYPICAL 85' CORNER LOT
SCALE: NTS



3 SECTION 60' RIGHT OF WAY
SCALE: NTS



4 PLAN TYPICAL 1/2AC LOT
SCALE: NTS

Team Members

Builder

Meritage Homes
5337 Millenia Lakes Blvd. Ste 410
Orlando FL 32839
(407) 571-0959
Contact: Mr Andon Calhoun

Owner

Extreme Grove Investments LLC
PO Box 1930
Minneola Florida 32755
Contact: Mr Alex Howell

Applicant / Planner

Daly Design Group
913 N Pennsylvania Ave
Winter Park, Florida 32789
(407) 740-7373
Contact: Mr. Tom Daly

Environmental Consultant

Bio-Tech Consulting
315 Fern Creek Ave
Orlando, Florida 32803
(407) 894-5969
Contact: Mr. Spencer Clark

Geotechnical Consultant

GEO Engineering and Sciences
250 South Ronald Reagan Blvd. Ste 114
Longwood, Florida 32750
(407) 379-9510
Contact: Mr. Gabi Stephan

Surveyor

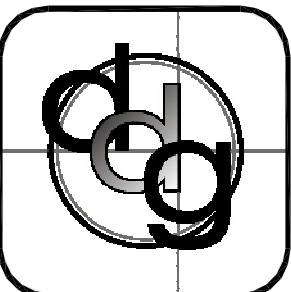
Allen and Company
Professional Surveyors and Mappers
213 S Dillard Street, Ste 210
Winter Garden, Florida 34787
(407) 654-5355
Contact: Mr. James Rickman

Traffic Engineer

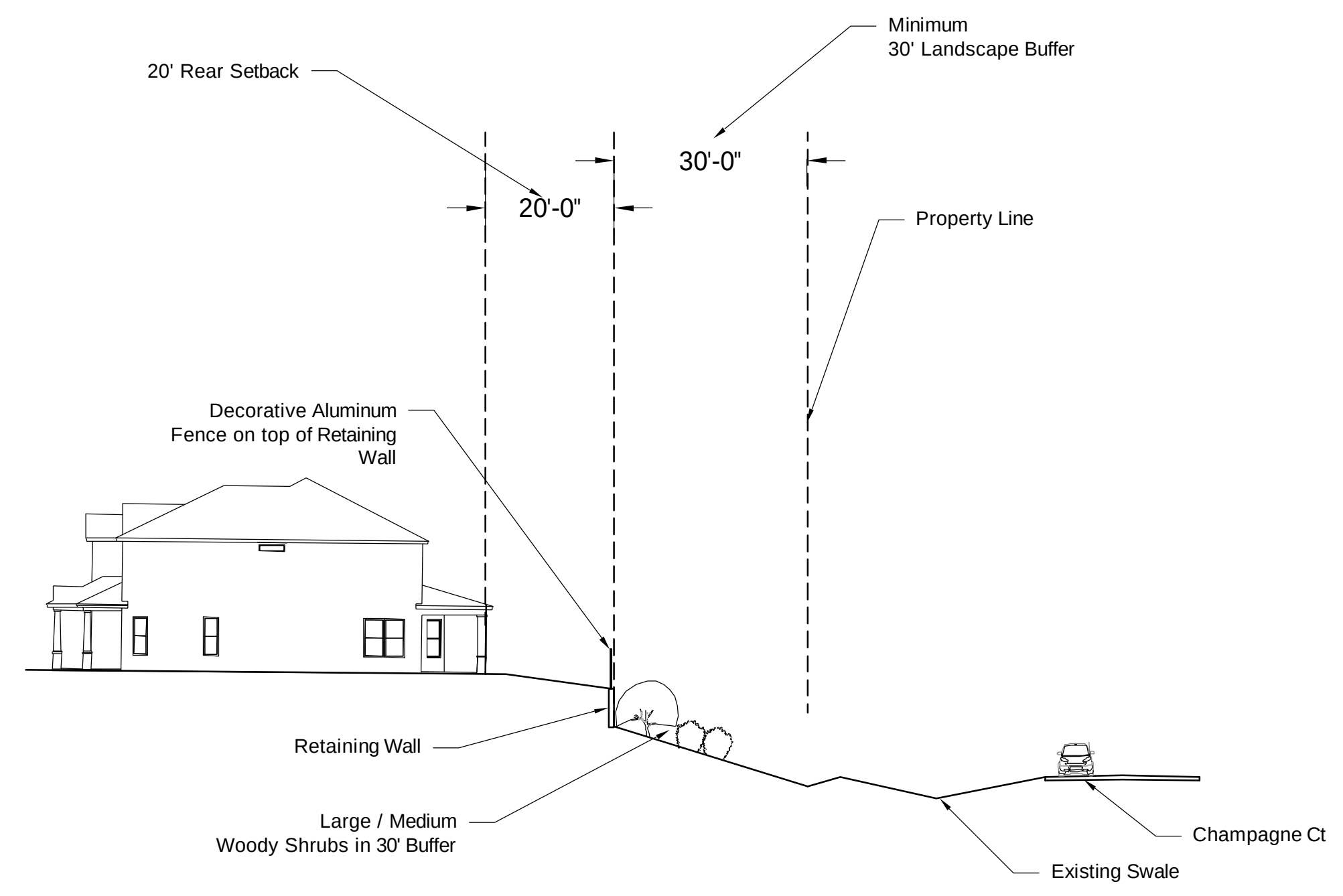
Traffic & Mobility Consultants LLC
3101 Maguire Blvd, Suite 265
Orlando, FL 32803
(407) 531-5332
Contact: Mr. Mohammed Abdallah, PE, PTOE

Sheet Index

CVR	- Cover
LUP - 101	- Conceptual Site Plan
LUP-102	- Typical Site Grading Section

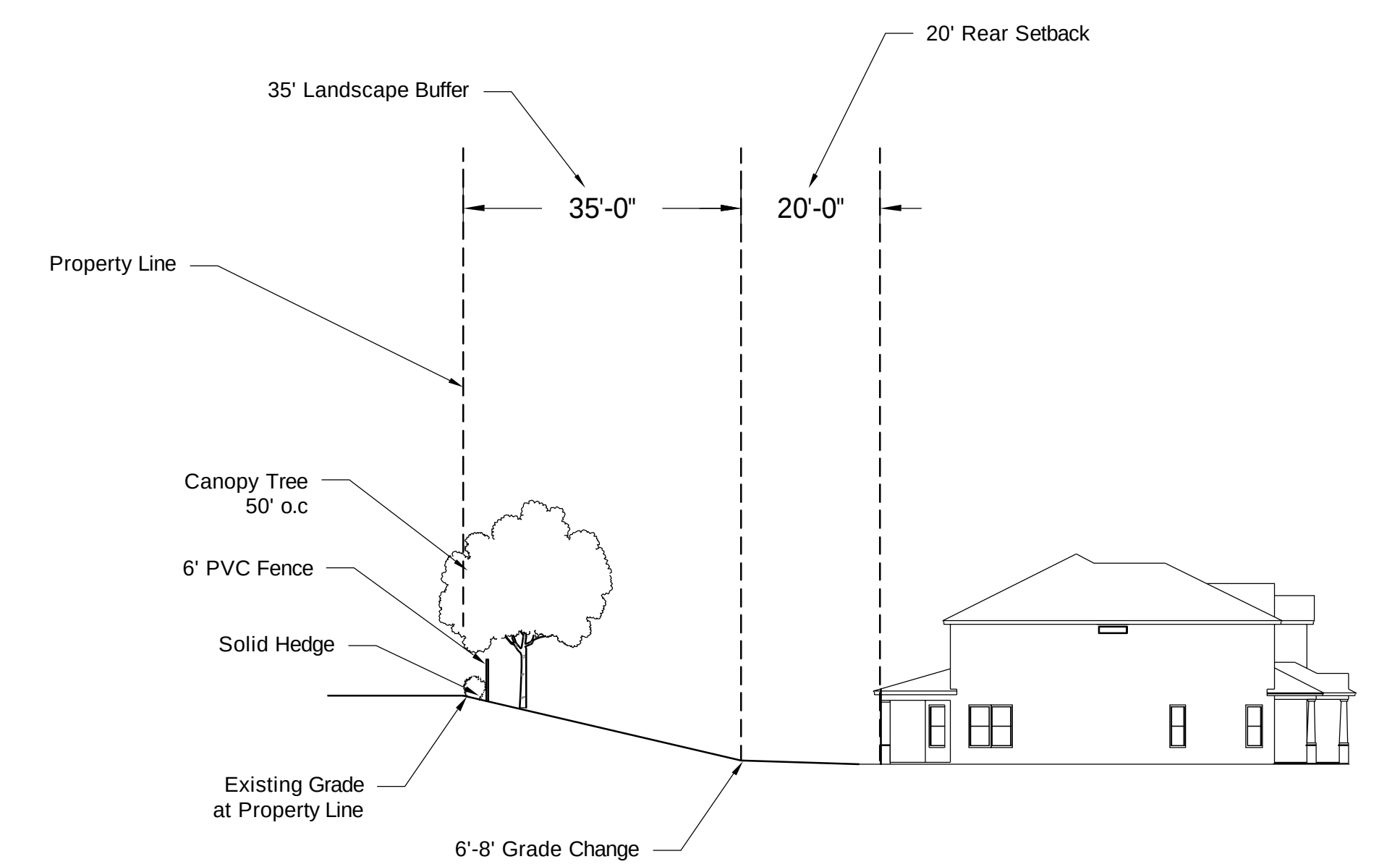


CVR
1527



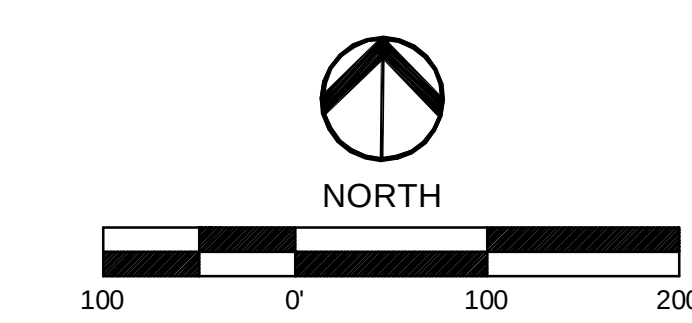
1 SECTION
CHAMPAGNE CT BUFFER

SCALE: NTS



2 SECTION
WEST SIDE OF FLYNN CT (1/2 acre lot)

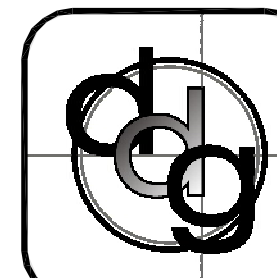
SCALE: NTS



daly design group inc.
Urban Planning, Landscape Architecture, Project Management, Development Consulting
913 N Pennsylvania Ave, Winter Park, FL 32789 (407) 740-7373 www.dalydesign.com

REV	DATE	DESCRIPTION	BY
2	08.19.16	Revised per staff comments	wgm
1	07.12.16	Revised for 1/2 ac lots	wgm

Conceptual Site Plan
Extreme Groves PUD
Clermont, Florida



PROJECT NO.
1527
SCALE
1"=100'
DATE
June 2016
SHEET
LUP-102

Date:



**CITY OF CLERMONT
REZONING
APPLICATION**

DATE: 6-1-16

FEE: \$350.⁰⁰

PROJECT NAME (if applicable): EXTREME GROVES

APPLICANT: THOMAS DALY, DALY DESIGN GROUP

CONTACT PERSON: THOMAS DALY

Address: 913 N. PENNSYLVANIA AVE

City: WINTER PARK State: FLORIDA Zip: 32789

Phone: 407-740-7373 Fax: NA

E-Mail: tdaly@dalydesign.com

OWNER: EXTREME GROVE INVESTMENTS LLC

Address: P.O. BOX 130

City: MINNEOLA State: FLORIDA Zip: 34755-1930

Phone: 352-394-8737 Fax: _____

Address of Subject Property: EAST 1/2 WEST OF FLYNN COURT, SOUTH OF PROMINANT POINT

Legal Description (include copy of survey): SEE ATTACHED

Acreage: 66 Land Use: COUNTY RURAL
(City verification required)

Present Zoning: COUNTY AG Proposed Zoning: PUD
(City verification required)



**CITY OF CLERMONT
REZONING
APPLICATION**
Page 2

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

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

ANNEX INTO THE CITY TO DEVELOP A SINGLE FAMILY NEIGHBORHOOD ?
AN AERTEL FACILITY

THOMAS DALY
Applicant Name (print)

* [Signature]
Applicant Name (signature)

ALEXANDRA HOWEN
Owner Name (print)

X [Signature]
Owner Name (signature)

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

DESCRIPTION

The North 1/2 of the Northeast 1/4 of Section 1, Township 23 South, Range 26 East, Lake County, Florida. Less and except that part thereof lying within the plat of Prominent Pointe, recorded in Plat Book 41, Pages 74 and 75, Public Records of Lake County, Florida.

Together with and subject to that certain easement for ingress and egress described in Easement recorded in Deed Book 339, Page 142, Public Records of Lake County, Florida.

Less and except that portion of the land conveyed by Warranty Deed recorded in Official Records Book 2401, Page 2125, of the Public Records of Lake County, Florida, being more particularly described as follows:

That part of the Northeast 1/4 of Section 1, Township 23 South, Range 26 East, in Lake County, Florida, bounded and described as follows:

Commence at the Northwest corner of the Northeast 1/4 of said Section 1, Township 23 South, Range 26 East, and run S. 89 degrees 46'07" E., along the North line of the Northeast 1/4, a distance of 25.00 feet to the Point of Beginning of this description; from said Point of Beginning, continue S. 89 degrees 46'07" E., along the North line of the Northeast 1/4, a distance of 346.91 feet; thence S.00 degrees 27'22" W., 627.84 feet; thence N. 89 degrees 46'07" W., 346.91 feet to a point that is 25 feet East of, when measured at right angles thereto, the West line of the Northeast 1/4 of said Section 1; thence N. 00 degrees 27'22" E., parallel with the West line of the Northeast 1/4, a distance of 627.84 feet to the Point of Beginning.

Containing therein 66.44 acres, more or less.

CFN 2003040293
Bk 02290 Pgs 1515 - 1516; (2pgs)
DATE: 04/03/2003 02:15:11 PM
JAMES C. WATKINS, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 9.00
TRUST FUND 1.50
DEED DOC 4,564.70

THIS WARRANTY DEED, Made the 26th day of March, 2003, by **BRENDA F. LONGENBACH**, a married woman, whose address is RT 209, Box 307, Brodheadsville, PA 18322, hereinafter called the Grantor, to **EXTREME GROVE INVESTMENTS, LLC.**, a Florida Limited Liability Company whose address is 4327 S. Hwy 27, Suite 140, Clermont, FL 34711, hereinafter called the Grantee.

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land situate in LAKE County, State of FLORIDA, viz:

THIS PROPERTY DOES NOT CONSTITUTE THE HOMESTEAD OF THE GRANTOR

TO HAVE AND TO HOLD, the same in fee simple forever.

Signed, sealed and delivered in
the presence of:

Brenda P. Longenbach
BRENDA P. LONGENBACH

~~Witness Signature~~

STATE OF FLORIDA
COUNTY OF LAKE

Exhibit "A"

TRACT 1:

The North 1/2 of the Northeast 1/4 of Section 1, Township 23 South, Range 26 East, Lake County, Florida. Less and except that part thereof lying within the plat of Prominent Pointe, recorded in Plat Book 41, Pages 74 and 75, Public Records of Lake County, Florida.

Together with and subject to that certain easement for ingress and egress described in Easement recorded in Deed Book 339, Page 142, Public Records of Lake County, Florida.

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. 2016-30

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

South of Champagne Dr., West of Orange County Line,
and North of Hartwood Marsh Road
Extreme Groves +/- 66 acres
Alternate Key 3502027

LEGAL DESCRIPTION

The North ½ of the Northeast ¼ of Section 1, Township 23 South, Range 26 East, Lake County Florida, less and except that part thereof lying within the plat of Prominent Pointe, recorded in Plat Book 41, Pages 74 and 75, Public Records of Lake County, Florida & Less from the Northwest corner of the Northeast ¼ run S 89-46-07 E 25 Ft for POB, Cont S 89-46-07 E 346.91 Ft, S 0-27-22 W 627.84 Ft, N 89-46-07 W 346.91 Ft, N 0-27-22 E 627.84 Ft to POB

FROM UE Urban Estate
TO Planned Unit Development

This request will be considered by the Planning & Zoning Commission on Monday, September 12, 2016 at 6:30 p.m.

A public meeting to consider the request will be held before the City Council on Tuesday, September 27, 2016 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

Daily Commercial
September 5 & 13, 2016